



The Regular Electronic Meeting of the West Valley City Council will be held on Tuesday, June 13, 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 Scott Harmon
4. Special Recognitions
5. Approval of Minutes:

A. June 6, 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. Speakers shall refrain from personal attacks against fellow citizens, city staff, or members of the City Council.)

- 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. Ordinances:

- A. 23-19: Amend Section 2-1-107 of the West Valley City Municipal Code to Amend Certain Requirements Concerning Council Meetings

8. Resolutions:

- A. 23-80: Authorize the Purchase of a Stretcher System from Stryker Medical
- B. 23-81: Authorize the Purchase of an Ambulance from Frazer, LTD
- C. 23-82: Authorize the Execution of a Public Way Lease Agreement With West Valley City and the Utah Transit Authority for the Midvalley Bus Rapid Transit Project

9. Unfinished Business:

- A. 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

10. Motion for Closed Session (if necessary)

11. Adjourn

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THE WEST VALLEY CITY COUNCIL MET IN REGULAR ELECTRONIC SESSION ON TUESDAY, JUNE 6, 2023 AT 6:30 P.M. IN THE COUNCIL CHAMBERS, WEST VALLEY CITY HALL, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS CALLED TO ORDER AND CONDUCTED BY MAYOR KAREN LANG.

THE FOLLOWING MEMBERS WERE PRESENT:

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

STAFF PRESENT ELECTRONICALLY:

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

OPENING CEREMONY- COUNCILMEMBER TOM HUYNH

Councilmember Huynh asked members of the Council, staff, and audience to rise and recite the Pledge of Allegiance.

APPROVAL OF MINUTES OF REGULAR MEETING HELD MAY 23, 2023

The Council considered the Minutes of the Regular Meeting held May 23, 2023. There were no changes, corrections or deletions.

Councilmember Fitisemanu moved to approve the Minutes of the Regular Meeting held May 23, 2023. Councilmember Nordfelt seconded the motion.

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

COMMENT PERIOD

A. PUBLIC COMMENTS

Terri Mills expressed concern regarding the proposed ordinance change that would only allow public comment during Council meetings once a month. She stated that she believes it is important to continue to allow residents the opportunity to address the Council during meetings and indicated that not everyone can make time in their schedules to come on a specific Tuesday once a month.

Mike Markham stated that he doesn't believe there is a concern regarding lingerie stores. He expressed concern regarding the proposed limitation to public comment.

Jim Vesock expressed concern regarding the proposed ordinance that would limit public comment to once a month. He stated that he could understand reducing the length from 5 minutes to 3 minutes. Mr. Vesock expressed concern regarding Code Enforcement.

Karen Layton expressed concern regarding the proposed ordinance regarding the restriction of public comment to once per month. She indicated that the Council should not shut out the public because of one individual.

Richard Nowak stated that his organization has been a benefit to Salt Lake County. He expressed concern about Animal Control and indicated that he is considering moving.

B. CITY MANAGER COMMENTS

Wayne Pyle, City Manager, had no comments.

C. CITY COUNCIL COMMENTS

Councilmember Huynh stated that he is opposed to restricting public comment to once per month. Councilmember Whetstone agreed that perhaps other controls could be put into place that would solve concerns. He indicated that while he thought this was a good solution originally, he would like to reconsider the once per month restriction. Councilmember Harmon agreed.

PUBLIC HEARINGS

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

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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.

Mayor Lang informed a public hearing had been advertised for the Regular Council Meeting scheduled June 6, 2023, in order for the City Council to hear and consider public comments 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.

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

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.

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

ACTION: ORDINANCE NO. 23-17, AMEND THE GENERAL PLAN TO SHOW A CHANGE OF LAND USE FROM LARGE LOT RESIDENTIAL (2-3

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UNITS/ACRE) AND MEDIUM DENSITY RESIDENTIAL (7-12 UNITS/ACRE) TO LIGHT MANUFACTURING FOR PROPERTY LOCATED AT 5998 WEST PARKWAY BLVD.

The City Council previously held a public hearing regarding proposed Ordinance 23-17 that would 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.

Councilmember Harmon stated that he doesn't believe the dividing line between residential and industrial should be the canal and indicated that he believes the dividing line should be Beagley Road. He indicated that he is okay with manufacturing north of the road but anything south should be residential.

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

Councilmember Harmon moved to deny Ordinance 23-17.

Councilmember Huynh seconded the motion.

A roll call vote was taken:

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

Majority. Denied.

ACTION: ORDINANCE NO. 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)

The City Council previously held a public hearing regarding proposed Ordinance 23-18 that would 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)

Upon inquiry by Mayor Lang there were no further questions from members of the

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City Council, and she called for a motion.

Councilmember Nordfelt moved to deny Ordinance 23-18.

Councilmember Harmon seconded the motion.

A roll call vote was taken:

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

Majority. Denied.

ACTION: RESOLUTION NO. 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.

Wayne Pyle, City Manager, discussed proposed Resolution 23-71 that would 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.

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

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

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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.

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

Councilmember Harmon moved to deny Resolution 23-71.

Councilmember Nordfelt seconded the motion.

A roll call vote was taken:

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

Majority. Denied.

RESOLUTION 23-75: APPROVE THE INTERLOCAL AGREEMENT BETWEEN WEST VALLEY CITY AND TAYLORSVILLE CITY FOR SWAT OPERATIONS

Wayne Pyle, City Manager, discussed proposed Resolution 23-75 that would approve the Interlocal Agreement Between West Valley City and Taylorsville City for SWAT Operations.

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

To maximize resources and enhance services to both West Valley and Taylorsville Cities, the Integrated SWAT Team will provide SWAT services to both cities including, but not limited to, response and mitigation of high-risk situations such as hostage rescue, armed barricaded subjects, sniper situations, downed officers, or citizens and/or crisis negotiations. Further, the Integrated Team may provide West Valley and Taylorsville Cities with non-emergency services including, but not limited to, dignitary protection, no-knock search warrant services and services of other high-risk search and/or arrest warrants.

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The Interlocal Cooperative Agreement between West Valley and Taylorsville Cities specifies that we are receiving \$5,000 at the beginning of this Agreement and \$10,000 at the beginning of every fiscal year. These funds are to cover the associated costs of vehicle maintenance/repairs, intelligence gathering, fuel charges and other soft costs.

It is not uncommon for cities to combine their resources to provide SWAT services effectively and efficiently to their citizens. Currently there are three integrated SWAT teams in the Salt Lake Valley and many more across the state and throughout the country. They have shown themselves to be successful and allow organizations to combine their resources in a fiscally responsible way.

The West Valley City Police Department will maintain overall command of the Integrated SWAT Team in all tactical situations.

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

Councilmember Whetstone moved to approve Resolution 23-75

Councilmember Huynh seconded the motion.

A roll call vote was taken:

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

Unanimous.

RESOLUTION 23-76: AUTHORIZE THE PURCHASE OF EQUIPMENT FROM GARRETT PARKS AND PLAY FOR COUNTRY MEADOWS PARK

Wayne Pyle, City Manager, presented proposed Resolution 23-76 that would authorize the Purchase of Equipment from Garrett Parks and Play for Country Meadows Park.

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

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Country Meadows Park was built in 1995. Due to use, weather and age, the playground in Country Meadows currently is in need of replacement. In 2022, Parks and Recreation applied for and received CDBG funding for the replacement of the Country Meadows Park playground. At over 27 years of age, this is one of the oldest playgrounds in West Valley City and has needed to be replaced for several years. As part of the playground replacement, the impact surfacing will be changed from sand to artificial turf and a ramp will be installed to better facilitate entrance into the playground by those with mobility challenges. Outdoor exercise equipment will also be added as we have been doing in our newly constructed parks. Garret Parks and Play has State of Utah purchasing contract number MA2568 for playgrounds. They will be supplying and installing the playground and other related amenities.

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

Councilmember Nordfelt moved to approve Resolution 23-76.

Councilmember Fitisemanu seconded the motion.

A roll call vote was taken:

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

Unanimous.

RESOLUTION 23-77: APPROVE AMENDMENT NO. 3 TO THE RESIDENTIAL SOLID WASTE COLLECTION, DISPOSAL, AND CURBSIDE RECYCLING SERVICE AGREEMENT BETWEEN WEST VALLEY CITY AND ACE DISPOSAL INC.

Wayne Pyle, City Manager, discussed proposed Resolution 23-77 that would approve Amendment No. 3 to the Residential Solid Waste Collection, Disposal, and Curbside Recycling Service Agreement Between West Valley City and Ace Disposal Inc.

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

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The City's current agreement with Ace Disposal includes an automatic price increase of 2.5% per year for residential solid waste collection, recycling, bulky waste collection and the Neighborhood Dumpster Program to cover the increasing cost of doing business.

In the last couple of years, the rate of inflation has outpaced the fee increase built into the contract. To address inflating costs last year, Ace requested an additional 2.5% increase, which took effect July 1, 2022.

The rate of inflation growth has since slowed from over 8% to 5% year over year but has still outpaced the 2.5% fee increase in the contract. Ace has again requested a price increase from the City of an additional 2.5%. It is estimated that this increase will cost the City approximately an additional \$80,000.

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

Councilmember Nordfelt moved to approve Resolution 23-77.

Councilmember Christensen seconded the motion.

A roll call vote was taken:

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

Unanimous.

RESOLUTION 23-78: AWARD A CONTRACT TO INTERMOUNTAIN SLURRY SEAL, INC. FOR THE 2023 MICROSURFACE PROJECT

Wayne Pyle, City Manager, discussed proposed Resolution 23-78 that would award a Contract to Intermountain Slurry Seal, Inc. for the 2023 Microsurface Project.

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

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The bid opening for the 2023 Micro-surface Project was held on May 2, 2023. This project consists of placing a microsurfacing treatment on both 3200 West and 3600 West between 4100 and 4700 South.

Intermountain Slurry Seal, Inc. is the only contractor that submitted a bid for this project in the amount of \$455,163. The original bid documents included lane striping, but after reviewing the bid prices for striping, both the city and Intermountain Slurry Seal agreed to eliminate striping from the contract. The city will handle the striping independent from this contract upon completion of the microsurfacing treatment. The adjusted bid price to be considered for the award is \$332,350.

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

Councilmember Harmon moved to approve Resolution 23-78.

Councilmember Whetstone seconded the motion.

A roll call vote was taken:

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

Unanimous.

UNFINISHED BUSINESS

A. 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

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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 Fitisemanu verified that any items on the proposed list would still need to return to Council for approval. Wayne replied yes.

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

Councilmember Fitisemanu moved to approve Resolution 23-67

Councilmember Nordfelt seconded the motion.

A roll call vote was taken:

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

Majority. Motion passes.

B. RESOLUTION 23-72: CONSENT TO THE INCLUSION OF WEST VALLEY CITY WITHIN A SALT LAKE COUNTY CONVENTION AND TOURISM ASSESSMENT AREA

Wayne Pyle, City Manager, presented proposed Resolution 23-72 that would consent to the Inclusion of West Valley City Within a Salt Lake County Convention and Tourism Assessment Area.

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

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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.

Councilmember Nordfelt stated that all hotels that responded as well as the Maverik Center and West Valley City Parks Department have requested that this item be approved. He stated that he believes this will benefit the City and bring more people to West Valley hotels and events. Councilmember Huynh disagreed and stated that the Maverik Center and City have been bringing in events successfully for years. Councilmember Harmon stated that hotel users would pay this fee and those monies would then be spent as the hoteliers decide.

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

Councilmember Nordfelt moved to approve Resolution 23-72

Councilmember Christensen seconded the motion.

A roll call vote was taken:

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

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Mayor Lang

No

Majority. Motion passes.

CONSENT AGENDA

A. RESOLUTION 23-79: ACCEPT A WARRANTY DEED FROM DELGADO AND SONS TRUCKING, LLC FOR PROPERTY LOCATED AT 6611 WEST SR-201 SOUTH FRONTAGE ROAD

Wayne Pyle, City Manager, discussed proposed Resolution 23-79 that would accept a Warranty Deed from Delgado and Sons Trucking, LLC for Property Located at 6611 West SR-201 South Frontage Road.

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

Delgado & Sons Trucking, LLC, a Utah limited liability company has signed a Warranty Deed for property located at 6311 W. SR-201 South Frontage Road (14-23-100-005) which is the site for the expansion of Delgado & Sons Trucking.

The Delgado & Sons Trucking, LLC expansion project is located on the south side of the SR-201 South Frontage Road at 6311 West. As a condition of approval of the project, conveyance of additional SR-201 South Frontage Road right-of-way was required.

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

Councilmember Fitisemanu moved to approve the item on the consent agenda.

Councilmember Whetstone seconded the motion.

A roll call vote was taken:

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

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Mayor Lang

Yes

Unanimous.

MOTION TO ADJOURN

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

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY COUNCIL THE REGULAR MEETING OF TUESDAY, JUNE 6, 2023 WAS ADJOURNED AT 7:04 P.M. BY MAYOR LANG.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Regular Meeting of the West Valley City Council held Tuesday, June 6, 2023.

Nichole Camac, CMC
City Recorder

Item:

Fiscal Impact: _____

Funding Source: _____

Account #: _____

Budget Opening Required: ☐

ISSUE:

This ordinance amends Section 2-1-107 of the West Valley City Municipal Code to amend requirements concerning public comment period and public hearings at City Council meetings.

SYNOPSIS:

This ordinance amends Section 2-1-107 to allow for a thirty minute public comment period at the first City Council meeting of each month with a maximum of three minutes per speaker. It also limits speakers to 5 minutes during public hearings with the Mayor having discretion to alter the length of comment or number of speakers as circumstances warrant.

BACKGROUND:

Section 2-1-107 of the West Valley City Municipal Code establishes requirements for members of the public to address City Council meetings. This ordinance would amend Section 2-1-107 to hold public comment periods at the first meeting of the month instead of every meeting. The ordinance also establishes a three minute time limit per speaker and adds certain civility requirements for speakers to follow. Additionally, this ordinance would limit speakers to 5 minutes during public hearings and would allow the Mayor to alter the length of comment or number of speakers based on circumstance.

1 WEST VALLEY CITY, UTAH

2
3 ORDINANCE NO. _____

4
5 Draft Date: 5/31/2023

6 Date Adopted: _____

7 Date Effective: _____

8
9 AN ORDINANCE AMENDING SECTION 2-1-107 OF THE
10 WEST VALLEY CITY MUNICIPAL CODE TO AMEND
11 CERTAIN REQUIREMENTS CONCERNING COUNCIL
12 MEETINGS.

13
14 WHEREAS, Title 2 of the West Valley City Municipal Code establishes regulations
15 concerning the operation of City Council meetings; and

16 WHEREAS, the City desires to amend certain regulations concerning the public comment
17 period; and

18 WHEREAS, the City Council of West Valley City, Utah does hereby determine that it is
19 in the best interests of the health, safety, and welfare of the citizens of West Valley City to amend
20 Section 2-1-107 of the West Valley City Municipal Code.

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

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

25 Section 2. Amendment. Section 2-1-107 of the West Valley City Municipal Code is
26 hereby amended as follows:

27
28 2-1-107. ADDRESSING MEETINGS.

29
30 (1) No person shall address or attempt to address any regular, study, or special meeting of the
31 City Council without first having been recognized by the presiding officer.

(2) During ~~the first each~~ regular City Council meeting of each month (specifically excluding work sessions), there will be a period not to exceed thirty minutes for citizen comment. The purpose of the citizen comment time is to allow citizen speakers to have direct input to the Council.

(3) Before the citizen comment period, the Mayor shall instruct the audience and all potential speakers as follows:

a. Any person wishing to comment during the Citizen Comment Period shall request recognition by the Mayor;

b. Upon recognition, the citizen shall approach the microphone and address the Mayor;

c. All citizen comment shall be directed to the Mayor;

d. No person speaking during the Citizen Comment Period shall allow his or her comments to exceed 53 minutes;

e. No person addressing the City Council during the Citizen Comment Period shall be allowed to comment more than once per meeting;

f. Citizen 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 thirty-minute period;

g. Citizen speakers shall refrain from personal attacks against other citizens, City staff, and the City Council; and

gh. If a citizen or member of the audience violates the provisions of this section, a City officer or member of staff will be asked to remove that person from the meeting and the remainder of the meeting.

(4) In addition to the above listed requirements, if a public hearing is scheduled for that meeting which has not occurred before the citizen comment time, the Mayor may request but not require the citizens to use the public hearing time rather than the citizen comment time to express their views concerning the subject matter of the public hearing.

(5) Speakers during public hearings shall be limited to five minutes. The Mayor shall have

63 discretion to alter the length of comment or the number of speakers as circumstances warrant.

64
65
66 **Section 3. Severability.** If any provision of this Ordinance is declared to be invalid by
67 a court of competent jurisdiction, the remainder shall not be affected thereby.

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

70
71 **PASSED and APPROVED** this _____ day of _____, 2023.

72
73 WEST VALLEY CITY

74
75 _____
76 MAYOR

77 ATTEST:

78
79 _____
80 CITY RECORDER

23-80: Authorize the Purchase of a Stretcher System from...

+Item #:	
Fiscal Impact:	\$65,357.00
Funding Source:	Ambulance Fund
Account #:	
Budget Opening Required:	

ISSUE:

Authorization of the purchase of a Stryker Power Pro Cot and Power Load systems, along with an extended warranty.

SYNOPSIS:

This resolution authorizes the purchase of a Power Pro Cot and Power Load systems from Stryker Medical. Also authorize the purchase of an extended warranty on the Power Pro Cot and Power Load System on each of the system component. The extended warranty will cover all annual preventative maintenance, repairs including parts and labor, and battery coverage for a time of 5 years.

BACKGROUND:

With Council approval of the purchase of a new ambulance it is necessary that a Stretcher system be purchased to be placed into that ambulance. The Stryker Power Pro Cot and Power Load system allows Fire / EMS personnel to safely and smoothly load and un-load a patient without putting an extensive physical strain on responders. These systems are also crash tested to meet National standards for staying secure during a vehicle accident (AS/NZS-4535, SAE J3027).

Unit Cost	Type	Total Costs
\$65,357.00	Stryker Medical	\$65,357.00

RECOMMENDATION:

Approve the purchase of a Stryker Power Pro Cot and Power Load system and warranty for the Fire Department.

SUBMITTED BY:

John Evans, West Valley City Fire Department- Fire Chief

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE PURCHASE OF A
STRETCHER SYSTEM FROM STRYKER MEDICAL.**

WHEREAS, the City desires to purchase a stretcher system for use by the Fire Department (the “Equipment”); and

WHEREAS, the stretcher system must be fully compatible with existing equipment to ensure reliability; and

WHEREAS, the City sought bids for the Equipment in accordance with City ordinances; and

WHEREAS, Stryker Medical provided the lowest responsive and responsible bid; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah that the City is hereby authorized to purchase the Equipment from Stryker Medical for an amount not to exceed \$65,357 and that the Mayor and the City Manager are hereby authorized to execute, for and on behalf of the City, any documents necessary to complete said purchase.

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

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

+Item #:	
Fiscal Impact:	\$211,935
Funding Source:	Ambulance Fund
Account #:	66-6625-40750
Budget Opening Required:	Yes

ISSUE:

Authorization of replacement and purchase of (1) Ambulance.

SYNOPSIS:

This resolution authorizes the purchase of (1) Ambulance from Frazer, Ltd.

BACKGROUND:

The purchase of (1) Ambulance will replace a 2008 Ambulance. The 2008 Ambulance was previously remounted onto a new chassis in 2016 to extend the life of the Ambulance and to reduce cost. The current 2016 chassis that the 2008 ambulance box sits on has 77,000 miles on it. With a projected delivery time for a new ambulance being 1 year, it is anticipated the current ambulance chassis will be nearing 100,00 miles at the time of delivery of a new ambulance. If a new ambulance purchase is approved, the current ambulance would will be moved into reserve status as a backup ambulance. The West Valley City Fire Department has Frazer, Ltd. for Ambulances.

West Valley City Fire Department inquired about the cost of an ambulance from additional manufacturers. Each of the ambulance dealers had higher costs than Frazer,Ltd. The next lowest cost was AEV who's quote was \$27,000 more than Frazer, Ltd.

Unit Cost	Type	Total Costs
\$211,935	Ambulance by Frazer, Ltd.	\$211,935

RECOMMENDATION:

Approve the purchase of (1) Ambulance for the Fire Department.

SUBMITTED BY:

John Evans, West Valley City Fire Department- Fire Chief

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE PURCHASE OF AN
AMBULANCE FROM FRAZER, LTD.**

WHEREAS, the City desires to purchase a replacement ambulance for use by the Fire Department (the "Equipment"); and

WHEREAS, the replacement ambulance must be fully compatible with existing equipment to ensure reliability; and

WHEREAS, the City sought bids for the Equipment in accordance with City ordinances; and

WHEREAS, Frazer, Ltd. provided the lowest responsive and responsible bid; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah that the City is hereby authorized to purchase the Equipment from Frazer, Ltd. for an amount not to exceed \$211,395 and that the Mayor and the City Manager are hereby authorized to execute, for and on behalf of the City, any documents necessary to complete said purchase.

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

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

Item #:	
Fiscal Impact:	\$600,000
Funding Source:	General Fund/CIP
Account #:	45-9610-40750-75283
Budget Opening Required:	Yes

ISSUE:
A resolution authorizing the execution of Public Way Lease Agreement with the Utah Transit Authority (UTA)

SYNOPSIS:
A lease agreement with UTA for property, right of way and other issues associated with the Midvalley Bus Rapid Transit (BRT) project.

BACKGROUND:
UTA is building the Midvalley Connector BRT that will connect Murray Central Frontrunner/Trax Station to the SLCC Redwood Campus and West Valley Central Station at the bus hub near City Hall. In October 2021, the City executed a Memorandum of Agreement with UTA establishing general criteria with which the City would participate with UTA in the construction of the Midvalley Connector BRT, including the lease of these properties.

This new agreement provides UTA with the right to operate and construct the BRT in the City and defines the roles with respect to design and construction, and operation and maintenance.

Under the agreement the City agrees to lease to UTA property defined in the agreement, including a portion of the former America First Credit Union parking lot for the expansion of the existing bus hub. The City will also lease portions of City streets whereon UTA Facilities will be built at and in between bus stations. The value of the leased property and roadway areas are estimated to be \$510,000, which the City is donating to UTA as an in-kind contribution to the project. The term of the lease includes an initial term of 50 years, with an automatic renewal of an additional term of 25 years.

UTA agrees to build perimeter parking lot and drainage improvements in the America First parking lot that coordinate with the City’s plans to incorporate that lot into the City Hall main parking lot, including landscaping along the shared boundary. UTA will also rebuild the trash enclosure in a new location in the parking lot.

UTA agrees to design and build an 8-foot-tall concrete privacy wall along the east side of 2700 West between 4100 South and Westshire Drive. A portion of the wall will be UTA funded, and a portion will be funded by the City. UTA’s share will cover roughly a quarter of the cost to build this segment of wall. The City will acquire all right-of-way for the wall construction. The Public Works Department intends to extend the limits of wall construction (ultimately from 4100 South to approximately 3870 South) beyond the limits defined in this agreement by a future contract. The \$600,000 for the wall is being paid with existing funds from the City’s CIP and General Fund.

UTA’s project will be installing an electrical transformer to charge electric buses and grant to the City the use of excess capacity of 1000 KVA for vehicle charging stations in the City Hall parking lot. Rocky Mountain Power will provide the City’s charging stations at a later date and is planned to include four DCFC (Direct Current Fast Charging) stations, two-150 kW stations, and two-350-kW stations.

A portion of the leased property is owned by West Valley City, and a portion is owned by the Municipal Building Authority of West Valley City.

RECOMMENDATION:
Execute the agreement

SUBMITTED BY:
Dan Johnson, Public Works Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
PUBLIC WAY LEASE AGREEMENT WITH WEST
VALLEY CITY AND THE UTAH TRANSIT AUTHORITY
FOR THE MIDVALLEY BUS RAPID TRANSIT PROJECT.**

WHEREAS, the Utah Transit Authority is expanding bus rapid transit service through the Midvalley Bus Rapid Transit project; and

WHEREAS, in order to install and operate infrastructure related to said project, a lease agreement by and between the Municipal Building Authority, West Valley City, and the Utah Transit Authority (the “Agreement”) has been prepared and is attached hereto; and

WHEREAS, the City Council of West Valley City, Utah has determined that it is in the best interests of the citizens of West Valley City to execute said Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah that the attached Agreement is hereby approved and that the Mayor is authorized to execute said Agreement and any documents required to accomplish the purposes of said Agreement, subject to final approval of said 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

PUBLIC WAY LEASE AGREEMENT

This Public Way Lease Agreement (the “Agreement”) is entered into as of ____ day of _____, 2023 (the “Execution Date”), by and between the UTAH TRANSIT AUTHORITY, a large public transit district organized pursuant to the laws of the State of Utah (hereinafter “UTA”), the MUNICIPAL BUILDING AUTHORITY OF WEST VALLEY CITY, a Utah political subdivision, and WEST VALLEY CITY CORPORATION, a Utah municipality and political subdivision (hereinafter and collectively “West Valley City”).

RECITALS

WHEREAS, West Valley City owns and has jurisdiction over a network of streets within its municipal boundaries;

WHEREAS, UTA is engaged in a project (“Project”) to design, construct, and operate the Midvalley Bus Rapid Transit that will follow a route through West Valley City (the “BRT”), and which will serve the residents of West Valley City;

WHEREAS, West Valley City signed a Memorandum of agreement outlining the city’s understanding of and commitment to the BRT design and construction;

WHEREAS, the Parties desire to enter into this Agreement to (i) provide UTA with the right to construct and operate the BRT in West Valley City, and (ii) to define the Parties’ roles and responsibilities with respect to the design and construction of the Project, and with respect to the operation and maintenance of the completed BRT.

AGREEMENT

NOW THEREFORE, based on the stated Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereinafter set forth, the mutual benefits to the Parties to be derived herefrom, and for other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, it is hereby agreed as follows:

ARTICLE I INCORPORATED TERMS AND DEFINITIONS

For purposes of this Agreement, the following definitions shall apply:

1.1 “BRT Stations” means the designated stops along the BRT, also known as platforms, which may appear on the side of the road). The BRT Stations do not include the underlying real property.

1.2 “BRT Roadway Areas” means street improvements installed solely and exclusively for the use of the BRT System, such as concrete bus pads, but do not include the underlying real property.

1.3 “West Valley City Streets” means those public streets within West Valley City’s municipal boundaries that are not designated as State highways under Utah Code Ann. Title 72, Chapter 4.

1.4 “West Valley City Street Improvements” means the land, roadway materials, curb, gutter, sidewalks and other improvements to be acquired, installed, constructed, reconstructed, or relocated on West Valley City Streets as part of the Project, and which are not considered UTA facilities. The West

Valley City Street Improvements include relocated sidewalks, widened roadways, and traffic control devices not found on UDOT highways.

1.5 “Party” and “Parties” means UTA or West Valley City, and UTA and West Valley City, respectively.

1.6 “UTA Facilities” means: the BRT Stations and appurtenant improvements such as canopies, benches, and ticket vending machines; the BRT Roadway Areas; communications infrastructure serving the BRT Stations; and all traffic signal infrastructure or equipment dedicated to the BRT System, such as dedicated signal heads or signal lights and control devices or other equipment within signal cabinets (BRT Signal Equipment).

ARTICLE II ALIGNMENT AND LEASE OF WEST VALLEY CITY STREETS

2.1 The BRT alignment is depicted on “Exhibit A” and “Exhibit A-2” (“Exhibit A and A-2” are attached hereto and hereby incorporated into and made a part of this Agreement by reference).

2.2 West Valley City leases to UTA the following portions of West Valley City Streets (collectively referred to as the “Leased Premises”) for the use of UTA Facilities as depicted in the maps attached as Exhibit “A.”

2.2.1 Such subsurface areas of West Valley City Streets along the BRT alignment as are necessary for UTA to install communications infrastructure such as duct banks, conduit, and fiber as necessary for the efficient operation of the BRT, but not to include such subsurface areas that are already occupied by existing or currently planned utilities or other subsurface areas where the location of BRT communications infrastructure would have an unreasonable negative impact on existing or currently planned utilities.

2.3 The general descriptions of the areas leased to UTA for UTA Facilities provided above are based on the final design drawings (also referred to hereafter as the “FDD” and attached hereto as Exhibit D) contained in the civil drawings for the Project, in Parties’ possession. The final, precise locations and boundaries of the areas leased to UTA for UTA Facilities are set forth in the FDD. The Project shall be constructed by UTA in accordance with the FDD.

2.4 As of the Execution Date of this Agreement, some of the area leased to UTA for UTA Facilities, as described above, may not be owned by West Valley City. UTA shall, as part of the Project, acquire those areas through voluntary transactions, or, if necessary, request that the Utah Department of Transportation (hereafter “UDOT”) acquire those areas through the use of eminent domain, as provided in Utah Code Ann. § 17B-2a-820. Following the completion of the Project, UTA will convey and dedicate those areas to West Valley City, in a manner to be determined by West Valley City. Upon such conveyance or dedication to West Valley City, the leases described above will take effect as to those areas, subject to Section 3.1.

2.5 The appraised value of the lease described above is valued at \$510,000 (inclusive of rights-of-way to be purchased by UTA from private property owners and transferred to West Valley City for inclusion under this Agreement). West Valley City is donating the rights set forth in this Agreement to UTA at no cost, as an in-kind contribution to the Project.

2.6 West Valley City shall own the West Valley City Street Improvements, and will have no ownership interest in the UTA Facilities.

2.7 Notwithstanding the use of the term “lease” in this Agreement, the Parties do not intend that UTA be deemed a “tenant” pursuant to Utah Code Ann. § 78B-6-801 *et seq.* Rather, the Parties intend that the Parties’ rights and remedies under this Agreement be determined solely by the express terms of this Agreement.

2.8 UTA shall design and construct the 8’ tall post and panel privacy/retaining wall along 2700 West as shown in Exhibit C, with associated costs shared between the parties as described below. Wall pattern and color to be determined and approved by West Valley City. Wall to be constructed per Midvalley Connector (Project #MSP253) project special provisions 02860S and 02861M. UTA shall be responsible for identifying right-of-way, easement, and utility relocation needs necessary to accommodate the wall. The City shall be responsible for acquisition of necessary right-of-way, easements, and relocation of utilities necessary to accommodate said wall. Actual costs for transfer between West Valley City and the Project will be determined once West Valley City has acquired the ROW and easements necessary for wall construction. Distribution of wall costs between West Valley City and the Project will be:

As depicted in Exhibit C, on 2700 West bordering residences of	Costs Project is responsible for	Costs West Valley City is responsible for
4078 S Dublin Cir 4080 S Dublin Cir	ROW and Easement Identification Utility Relocation Identification Construction Design Costs Construction Management Items not estimated (up to \$8000) Contingency (Up to \$4000)	ROW and Easement Acquisition ROW and Easement Document Preparation Utility Relocation
4084 S Dublin Cir 4072 S Dublin Cir 4068 S Dublin Cir 4058 S 2665 W 4050 S 2665 W 2679 W Westshire Dr	ROW and Easement Identification Utility Relocation Identification Design Costs Construction Management	ROW and Easement Acquisition ROW and Easement Document Preparation Utility Relocation Construction Items not estimated (up to \$26,500) Contingency (up to \$15,000)

2.9 The Project shall install a transformer on the leased property as set forth in the FDD to accommodate a high speed bus charger. UTA shall permit the City to use the excess capacity of said transformer to install vehicle charging stations at City Hall. Excess capacity available for the City is 1000 kW. UTA shall not be responsible for the cost of installing or connecting said vehicle charging stations.

ARTICLE III TERM

3.1 This Agreement is executed with the anticipation UTA will be awarded a Capital Improvement grant from the Federal Transit Administration (FTA), in an amount sufficient, together with local funding, to complete the Project. This Agreement is expressly conditioned on UTA executing a Capital Improvement Grant Agreement with FTA. If UTA and FTA do not execute a Capital Improvement Grant Agreement, this Agreement shall be of no further force or effect. The FTA shall retain a federal interest in the improvements made to UTA Facilities using federal funds, for which improvements UTA shall maintain continuing control during the term of this Agreement and any renewals thereof.

3.2 The rights set forth above are for an initial term of fifty (50) years from Execution Date of this Agreement, and will automatically renew for an additional term of twenty five (25) years unless either Party provides notice at least one hundred and eighty (180) days prior to the expiration of the initial term that it does not intend to renew the Agreement.

3.2.1 Notwithstanding section 3.1, West Valley City may terminate this Agreement prior to the expiration of the initial term if (i) UTA permanently terminates or abandons transit service on the Lease Premises, (ii) UTA does not provide transit service on the Leased Premises for a period of one (1) year, except when due to a force majeure event and any time necessary to reconstruct UTA Facilities, or (iii) UTA commits a material, continuing breach of this Agreement that subjects West Valley City to irreparable harm for which monetary damage are inadequate compensation.

3.2.2 Prior to terminating the Agreement for one of the reasons stated in section 3.3.1, West Valley City shall provide UTA with written notice of its intent to terminate and its basis for doing so. If UTA does not recommence transit service or cure the breach, as applicable, within six (6) months from the date of West Valley City's notice, the right granted in the Agreement will terminate and UTA shall, upon West Valley City's request and at UTA's sole cost, remove all UTA Facilities within six (6) months of said termination.

ARTICLE IV OPERATION AND MAINTENANCE

4.1 UTA shall operate the BRT and provide regular service to the general public in accordance with applicable Federal and State law.

4.1.1 In recognition of the safety concerns associated with potentially crowded station platforms, substantial foot traffic, street traffic and system vehicle traffic, and the resulting need for crowd control and attention to surroundings, the Parties intend that no part of the BRT Stations or BRT Roadway Areas will be considered public forums.

4.1.2 Without the prior written approval of West Valley City, no commercial advertising shall be allowed on the BRT Station or other UTA Facilities except that advertising for the BRT itself shall be allowed to the extent it conforms to the West Valley City code, subject to UTA approval of any advertising thereupon.

4.1.3 As part of the Project, traffic signal systems along the BRT alignment will be programmed to give priority to BRT vehicles (except that the highest priority will always be given to emergency vehicles) where the Parties deem appropriate, with the intent of striking an appropriate balance between BRT efficiency and other local and regional traffic needs. The initial signal timing will be determined by the Parties as part of the design process. Once the BRT is operational, upon the request of one Party, the Parties shall meet to assess system performance and discuss potential adjustments to the traffic signal priority system. The Parties agree to work together to attempt to implement a solution that meets each Party's needs to the greatest extent possible and to take advantage of technologies to improve system performance for both the BRT and general traffic. The Parties acknowledge that ideally, BRT buses need to be able to jump traffic queues in order to re-enter mixed traffic and that the BRT needs to operate with regular, predictable headways. However, the parties further acknowledge that UDOT (working in coordination with West

Valley City) reserves the right, in its sole discretion, to adjust signal timing to address competing needs and UDOT shall at times retain ultimate control of timing and signalization priority on State highways.

4.2 UTA shall be responsible for all routine maintenance and long-term maintenance of the UTA Facilities and BRT Stations, except for routine maintenance of, and snow removal from, the BRT Roadway Areas.

4.2.1 West Valley City shall be responsible for all routine and long-term maintenance of the West Valley City Street Improvements.

4.2.2 Long term maintenance of West Valley City Streets includes surface treatment such as slurry sealing, micro-surfacing, asphalt mill and overlay, as well as more comprehensive pavement replacement. Any such maintenance within the BRT System will be coordinated between the Parties to minimize disruption to the BRT and other traffic.

4.2.4 To coordinate maintenance responsibilities, the Parties shall exchange routine and emergency contact information and keep such information current marked “Exhibit “B”, which exhibit is intended by the Parties to be a living document updated at least on a quarterly basis. (“Exhibit B” is attached hereto and hereby incorporated into and made a part of this Agreement by reference).

4.3 UTA acknowledges the existence of public and private utility facilities under the BRT Stations. West Valley City reserves the right to enter the BRT Stations, and authorize other utility owners to do the same, as and when reasonably necessary to inspect, maintain, repair, or replace facilities located on, under, or adjacent to the BRT Stations. To the extent reasonably possible, West Valley City shall coordinate such work with UTA in advance, in order to ensure safety and to minimize disruption of BRT operations. Following completion of the BRT, UTA will not disapprove of West Valley City’s request to make minor realignments of the BRT Lanes if West Valley City pays for the realignment and the realignment of the lane does not have significant impact to the BRT route or operation.

4.3.1 West Valley City may grant additional franchises and permits in the future for utility facilities under or over BRT Stations, so long as such facilities do not unreasonably interfere with operations of the BRT. West Valley City shall notify UTA of (i) any requests for new permits under or over the BRT Stations, and (ii) any applications for street cut permits within the BRT stations. UTA shall have two (2) weeks to review and object to such requests or applications prior to work commencing. The Parties shall cooperate to minimize disruption to BRT service caused by the granting of any new permits for new utility facilities.

4.4 UTA will select and engage a qualified firm to construct the BRT System.

4.4.1 UTA and the construction firm shall obtain a right of way permit from West Valley City for the work performed in West Valley City Streets. West Valley City shall, as an in-kind contribution to the project, waive all fees typically charged for right of way permits and inspections within the right of way.

4.4.2 All construction within West Valley City Streets together with construction on State Highways in areas located behind the back of curb shall comply with West Valley City's currently adopted engineering standards.

4.4.3 Throughout the construction process, West Valley City will have continuous access to the project site to monitor project construction and to ensure the construction meets applicable city specifications and is performed in accordance with the final design documents.

ARTICLE V INDEMNITY

5.1 UTA shall use the Leased Premises at its own risk and agrees to indemnify, defend, and hold harmless West Valley City and West Valley City's officers, officials, employees, and representatives for, from, and against all liabilities, claims, damages, losses, suits, judgments, causes of action and costs (including court costs and attorneys' fees,), of any nature, kind or description ("Losses") resulting from: (a) negligence or fault on the part of UTA or any employees, officials, agents or contractors of UTA related to the design, construction, maintenance or other work performed by or on behalf of UTA on the BRT within the Leased Premises; and (b) negligence or fault on the part of UTA or any employees, officials, agents, or contractors of UTA in the use or operation of the BRT within the Leased Premises, or (c) UTA's breach of any provision of this Agreement. In the event any Losses are caused by the joint or concurrent negligence of UTA and West Valley City, UTA shall indemnify West Valley City only in proportion to UTA's own negligence and/or fault. Likewise, West Valley City agrees to indemnify, defend, and hold harmless UTA and UTA's officers, officials, employees, and representatives for, from, and against all liabilities, claims, damages, losses, suits, judgments, causes of action and costs (including court costs and attorneys' fees,), of any nature, kind or description ("Losses") resulting from negligence or fault on the part of West Valley City or any employees, officials, agents related to its involvement with the Project. In the event any Losses are caused by the joint or concurrent negligence of UTA and West Valley City, West Valley City shall indemnify UTA only in proportion to West Valley City's own negligence.

5.2 Governmental Immunity: UTA and City are governmental entities under the Governmental Immunity Act, Section 63G-7-101 *et seq.* 1953 of the Utah Code (as amended) (the "Governmental Immunity Act"). Notwithstanding any provision to the contrary in this Agreement, (i) the obligations to indemnify, defend and/or hold harmless in this Agreement are limited to the dollar amounts set forth in the Governmental Immunity Act and are further limited only to the claims that arise from the negligent acts or omissions of the parties, and (ii) nothing in this Agreement shall be construed to be a waiver of either party of any defenses or limits of liability available under the Government Immunity Act.

ARTICLE VI ENTIRE AGREEMENT – COUNTERPARTS

This Agreement shall constitute the entire agreement and understanding of the Parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto. Any amendment to this Agreement must be in writing and executed by the authorized representatives of each Party. This Agreement may be executed in any number of counterparts and by each of the Parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of this

Agreement may be detached from any counterpart and reattached to any other counterpart hereof. The facsimile transmission of a signed original of this Agreement or any counterpart hereof and the retransmission of any signed facsimile transmission hereof shall be the same as delivery of an original. To facilitate execution of this Agreement, the parties may execute and exchange and sign this agreement through electronic or digital signatures, electronic mail or mailed counterparts of the signature pages, which shall be valid, binding and admissible as though original.

This Agreement is binding upon all of the assigns, grantees and successors in interested to each of the Parties, and shall remain in full force and effect until amended as provided herein.

ARTICLE VII FORUM SELECTION AND CHOICE OF LAW

This Agreement shall be construed and interpreted under the laws of the State of Utah and the parties agree that any action or proceeding brought concerning this Agreement may be brought only in the courts of Weber County, Utah, and each party hereto hereby consents to the jurisdiction of such courts.

ARTICLE VIII NONWAIVER

No covenant or condition of this Agreement may be waived by any party, unless done so in writing. Forbearance or indulgence by any party in any regard whatsoever shall not constitute a waiver of the covenants or conditions to be performed by the other.

ARTICLE IX SEVERABILITY

This Agreement is executed by the Parties under current interpretation of any and all applicable federal, state, county, municipal, or other local statutes, ordinances, or laws. Furthermore, each and every separate division hereof shall have independent and severable status from each other division, or combination thereof, for the determination of legality, so that if any separate division herein is determined to be unconstitutional, illegal, violative of trade or commerce, in contravention of public policy, void, invalid or unenforceable for any reason, that separate division shall be treated as a nullity but such holding or determination shall have no effect upon the validity or enforceability of each and every other division, or other combination thereof.

[Section Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in duplicate as of the date first herein written.

APPROVED AS TO FORM:

Timothy G. Merrill
Assistant Attorney General

ATTEST AND COUNTERSIGN:

Deputy City Recorder

APPROVED AS TO FORM

Brandon Hill

Attorney

ATTEST AND COUNTERSIGN:

Secretary

UTAH TRANSIT AUTHORITY

By: _____
Jay Fox
Executive Director

By: _____

By: _____

WEST VALLEY CITY

By: _____
Karen Lang
Mayor

**MUNICIPAL BUILDING AUTHORITY
OF WEST VALLEY CITY**

By: _____
William Whetstone
Chair/President

EXHIBIT A

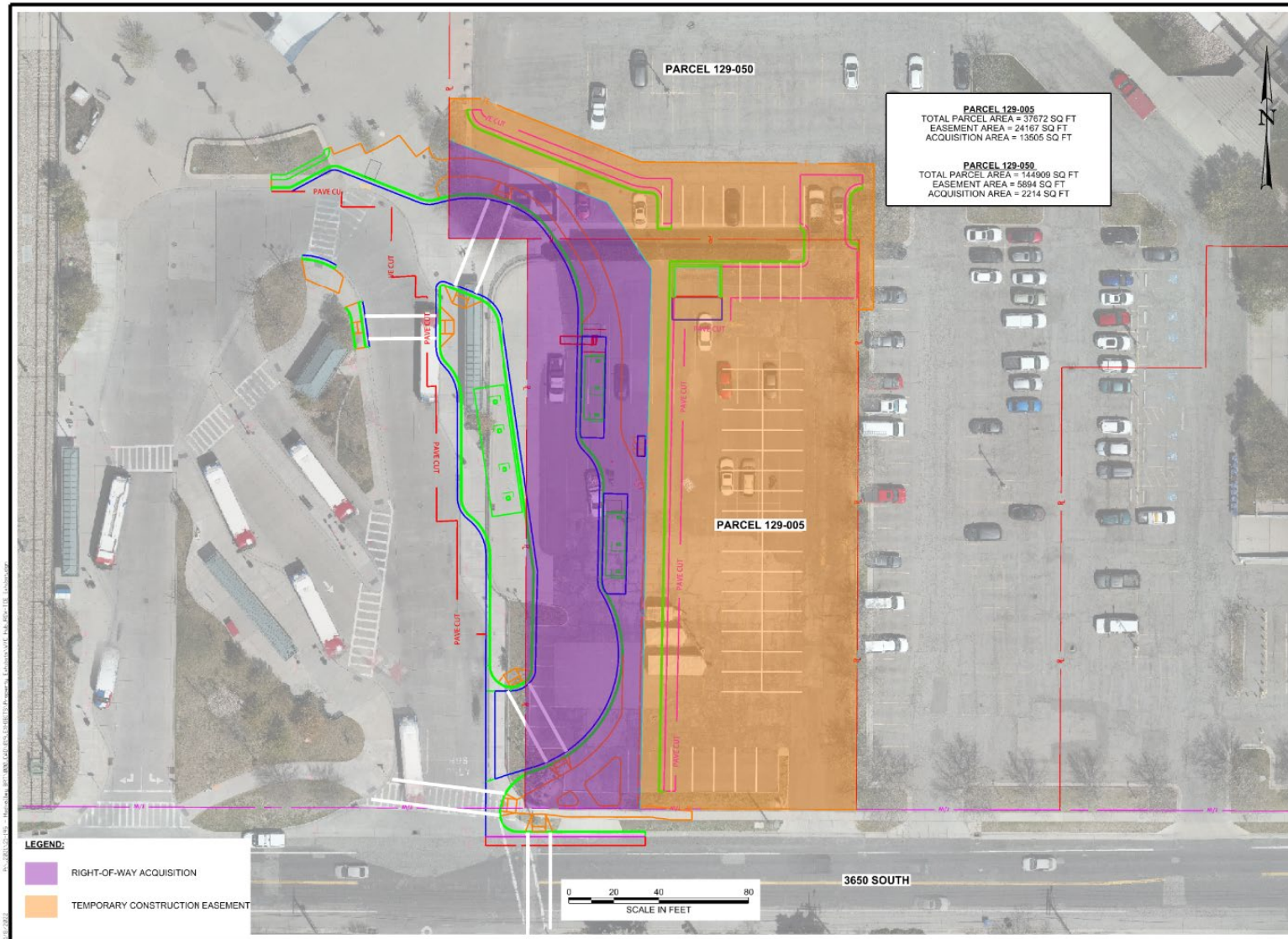


EXHIBIT A-2 BRT ALIGNMENT

WEST VALLEY CITY

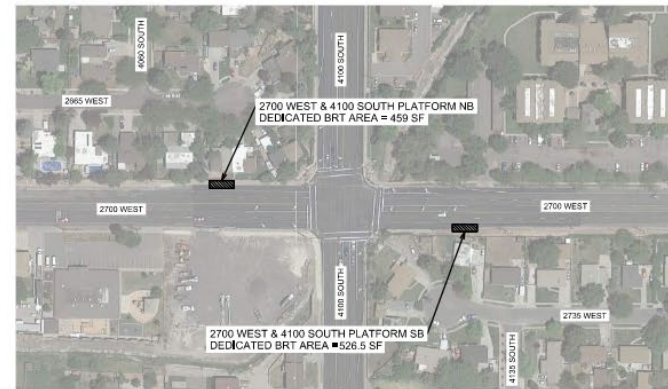
MIDVALLEY CONNECTOR BRT
DEDICATED BRT ROW FIGURE 1
WEST VALLEY CITY - 2700 WEST
6/16/2022



2700 WEST



2700 WEST



2700 WEST



2700 WEST
TOTAL DEDICATED BRT AREA = 3,366 SF
NO PROPERTIES WITH FEDERAL INTERESTS
ARE INCLUDED.

EXHIBIT B

EMERGENCY CONTACTS

WEST VALLEY CITY

West Valley City Public Works Director
Daniel Johnson
801-963-3228
daniel.johnson@wvc-ut.gov

West Valley City Engineer
Coby Wilson
801 963 3204
Coby.wilson@wvc-ut.gov

UTA

MAINTENANCE OF Facilities
Guy Miner
(801) 448-2696
gminer@rideuta.com

BUS OPERATIONS
Robert Brothersen, Bus Stop Administrator
(801) 287-2325
RBrothersen@rideuta.com

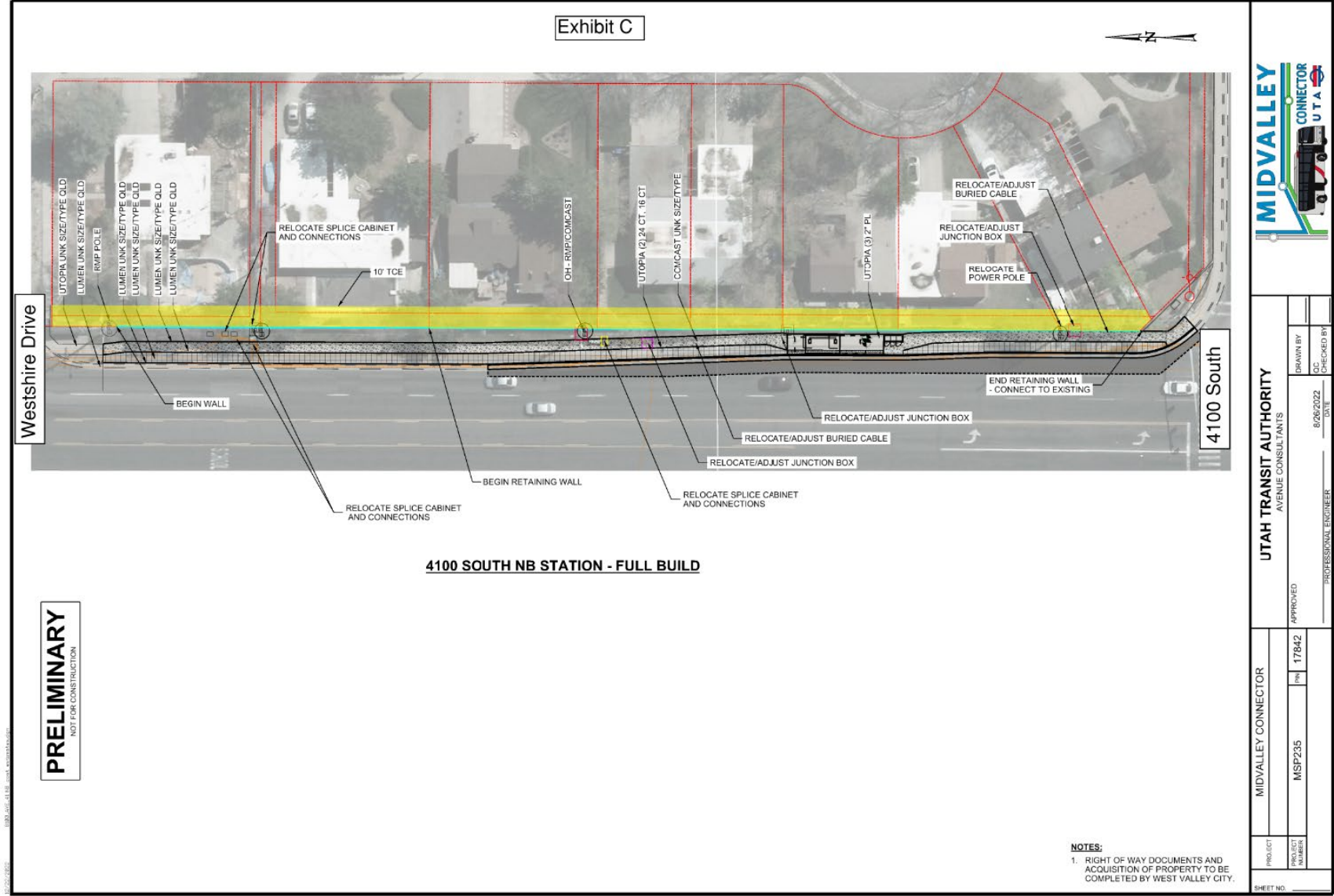


EXHIBIT D

FINAL DESIGN DRAWINGS

Link to Final Design Drawings for the Midvalley Connector

https://wvcity-my.sharepoint.com/:f:/g/personal/nichole_camac_wvc-ut_gov/EvlnAUhcr-1LorzKPcOerFkBfzHiiQyOYZKL6D2GS7wMtg?e=7gy72K

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

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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.

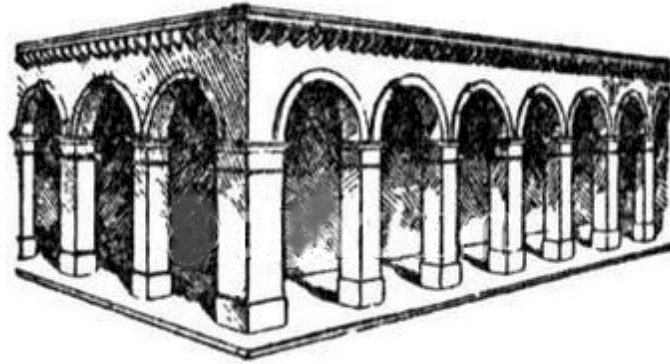
(6) “Agricultural Zones” means the A, A-1, and A-2 zones.

(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:



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

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

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

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

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

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

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

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

108 (28) “Automobile Service” means the repair, rental, and maintenance of automobiles and
 109 trucks, including but not limited to body shops, transmission shops, lube and emissions
 110 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.

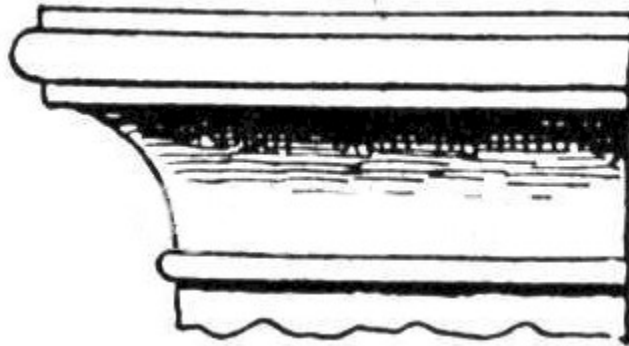
(75) “Condominium” or “Planned Unit Development” means the Ownership of a single unit in a multiunit project together with an undivided interest in the common areas and facilities of the property.

(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:



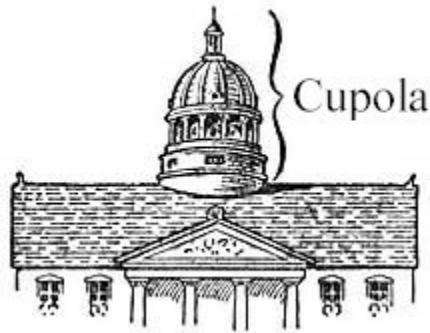
(80) “Courtyard” means an uncovered Recreation Space bounded on two or more sides by Buildings.

(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.

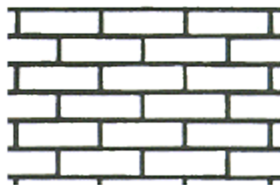
(96) “Exit” means the location of egress from a room, Building, or Lot.

(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.

498 (173172) "Mortuary" means a facility in which dead bodies are prepared for burial or
499 cremation or where funeral services are conducted.

500 (174173) "Motorized Outdoor Recreation Equipment" means motorized or commonly
501 motorized equipment used in off-road or recreational activities, including but not limited to
502 boats, snowmobiles, race cars, dune buggies, ATVs, watercraft, and off-road motorcycles.

503 (175174) "Movie Theater" means an establishment containing audience seating and at least
504 one screen or facility to view movies.

505 (176175) "Moving Truck Rental Business" means an establishment where moving trucks or
506 trailers are stored outside and rented to customers.

507 (177176) "Multiple Unit Dwelling" means a Building arranged or designed to provide for
508 more than four Dwelling Units.

509 (178177) "Mural" means any mosaic, painting, or graphic art or combination thereof which
510 is professionally applied to a Building; does not contain any brand name, product name, letters
511 of the alphabet spelling or abbreviating the name of any product, company, profession, or
512 business; or any logo, trademark, trade name, or other commercial message.

513 (179178) "Natural Drainage Course" means any natural watercourse which is open
514 continuously for the flow of water in a definite direction or course.

515 (180179) "Natural Waterways" means those areas along streams, rivers, creeks, gullies,
516 springs, or washes which are natural drainage channels and in which no Buildings are to be
517 constructed.

518 (181180) "Neighborhood Grocery" means a retail establishment with 5,000 square feet or
519 less which sells food and other household products, which does not sell motor fuel, and which
520 is closed between the hours of 10:00 P.M. and 6:00 A.M.

521 (182181) "Neighborhood Service Establishment" means low impact retail and service Uses
522 which supply frequently purchased necessities with minimal customer travel, including
523 bakeries, bookstores, dry cleaners, hair styling shops, and similar Uses.

524 (183182) "Nonconforming Structure" means a Structure that legally existed before its current
525 Zoning designation and, because of subsequent Zoning changes, does not now conform to the
526 Zoning Ordinance's setback, height restrictions, or other regulations that govern the Structure.

527 (184183) “Nonconforming Use” means a Use of land that legally existed before its current
528 Zoning designation, has been maintained continuously since the time the Zoning regulation
529 governing the land changed, and because of subsequent Zoning changes does not now conform
530 to the Zoning regulations that now govern the land.

531 (185184) “Office, Medical and Dental” means a Building used by physicians, dentists, or
532 similar personnel for the treatment and examination of patients and where no overnight stays
533 occur.

534 (186185) “Office, Professional” means a Building used by attorneys, accountants, insurance
535 or real estate agents, and other individuals offering professional services.

536 (187186) “Off-Premises Beer Retailer” means a licensed place of business wherein beer is
537 sold in original containers to be consumed off the premises.

538 (188187) “Outdoor Waste Management Facility” means any outdoor facility that stores,
539 treats, or processes liquid waste, sludge, or solid waste, including but not limited to human
540 and animal waste and household garbage.

541 (189188) “Outside Display of Merchandise” means the outside display of goods in
542 conjunction with an approved retail business.

543 (190189) “Outside Storage” means the keeping of any goods, materials, or equipment outside
544 of a Building for more than 24 hours, excluding Vehicle Recycling Facilities, Vehicle Storage
545 Yards, Towing and Impound Yards, and Outside Display of Merchandise.

546 (191190) “Overpressure” means a sudden increase in air pressure resulting from an explosion
547 traveling at the speed of sound.

548 (192191) “Owner” means the Owner in fee simple of real property as shown in the records
549 of the Salt Lake County Recorder’s Office, including both the singular and the plural and
550 including, but not limited to, natural Persons, firms, associations, partnerships, private or
551 public corporations, or any combination thereof.

552 (193192) “Package Agency” is as defined in the Alcoholic Beverage Control Act.

553 (194193) “Pad Site” means a location for a freestanding Building within a larger Commercial
554 center.

555 (195194) “Parapet” means a low wall projecting from the edge of a roof.

556 (~~196~~195) “Parcel of Land” means a contiguous quantity of land owned by the same Owner.

557 (~~197~~196) “Parking Lot, Commercial” means an open area, other than a Street, used for
558 parking of five or more automobiles and available for public use, with or without
559 compensation.

560 (~~198~~197) “Parking Space” means a space within a Building, Lot, or parking lot for the
561 parking or storage of one vehicle.

562 (~~199~~198) “Parking Structure” means a Building or Structure of more than one level used to
563 store motor vehicles.

564 (~~200~~199) “Pawnbroker” means any Person who loans money on deposit of personal property
565 or deals in the purchase, exchange, or possession of personal property on condition of selling
566 the same back again to the pledger or depositor, or who loans or advances money on personal
567 property by taking chattel mortgage security thereon and takes or receives such personal
568 property into his possession, and who sells the unredeemed pledges, together with such new
569 merchandise as will facilitate the sale of same, or engages in any substantially similar
570 transaction.

571 (~~201~~200) “Permanent Cosmetics” means a mark or design made on or under the skin by a
572 process of pricking or ingraining an indelible pigment, dye, or ink in the skin for masking
573 discolorations or cosmetically enhancing facial features which shall follow the natural line of
574 the feature. “Permanent Cosmetics” are limited to eyeliner, eyebrows, and lip coloring
575 procedures.

576 (~~202~~201) “Permanent Cosmetics Establishment” means an establishment engaging in
577 Permanent Cosmetics licensed in accordance with Title 58, Utah Code Annotated 1953,
578 excluding Tattoo Establishments and Home Occupations.

579 (~~203~~202) “Permitted Use” means a specific Use authorized in a particular zone which does
580 not require Planning Commission review and approval.

581 (~~204~~203) “Person” means any individual, firm, trust, partnership, or public or private
582 association or corporation.

583 (~~205~~204) “Planned Unit Development” means an integrated design for Development of
584 residential, Commercial, or industrial Uses, or a combination of such Uses, in which one or
585 more of the regulations other than the Use regulations of the Zoning district in which the
586 Development is located is waived or varied to allow flexibility in site and Building design and

587 location in accordance with an approved plan and requirements set forth in this Title.

588 (~~206~~205) “Planning Commission” means the West Valley City Planning Commission.

589 (~~207~~206) “Porte-cochere” means a porch large enough for automobiles to pass through.

590 (~~208~~207) “Portico” means a porch or walkway with a roof supported by columns leading to
591 the Entrance of a Building.

592 (~~209~~208) “Preliminary Plat” means the initial map of a proposed Subdivision.

593 (~~210~~209) “Primary Facade” means the side of a Building facing the public Street. For Corner
594 Lots, the Street facing side with the primary customer Entrance is the Primary Facade. For
595 residential Buildings designed around a Courtyard or parking area, the side with the primary
596 resident Entrance is the Primary Facade.

597 (~~211~~210) “Primary Street” is the Street adjacent to a single Frontage Lot. For Corner Lots,
598 the Primary Street is the public Street with the largest Right-of-way width.

599 (~~212~~211) “Primary Use” means the principal Use for which a property is used.

600 (~~213~~212) “Protection Strip” means a strip of land bordering a Subdivision or a Street within
601 a Subdivision which serves to bar access of adjacent property Owners to required public
602 improvements installed within the Subdivision until the adjacent Owners share in the cost of
603 said public improvements.

604 (~~214~~213) “Public Park” means a park, playground, swimming pool, golf course, or athletic
605 field under the control, operation, or management of the State of Utah, a state agency, Salt
606 Lake County, or West Valley City.

607 (~~215~~214) “Public Utility” means every common carrier, gas corporation, electrical
608 corporation, wholesale electrical cooperative, telecommunications corporation, water
609 cooperative, sewage corporation, heat corporation, or independent energy producer where a
610 service is performed for or a commodity delivered to the general public.

611 (~~216~~215) “Public Way” means any road, Street, Alley, lane, court, place, viaduct, tunnel,
612 culvert, or bridge laid out or erected as such by the public, dedicated or abandoned to the
613 public, or made such by the Subdivision of real property, including the entire area within the
614 Right-of-way.

615 (~~217~~216) “Public Works Department” means the West Valley City Public Works

Department.

~~(218217)~~ “Quoins” means dressing for Building corners differentiated from the adjoining walls by material, texture, color, size, or projection.

~~(219218)~~ “Reasonable Notice” means actual notice or notice that meets the requirements of state law.

~~(220219)~~ “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.”

~~(221220)~~ “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.

~~(222221)~~ “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.

~~(223222)~~ “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.

~~(224223)~~ “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,

646 decks and roof decks.

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

652 (~~225~~224) “Recreational Facility Beer Retailer” means a business that is licensed to sell beer
653 and permit consumption thereof at recreation facilities, that does not sell beer in original
654 containers, and that sells beer only to the ultimate consumer.

655 (~~226~~225) “Regional Shopping Mall” means a Shopping Center located within 200 feet of
656 Interstate 215 with a combined Building size over 500,000 square feet and a minimum site
657 area of 50 acres.

658 (~~227~~226) “Religious Institution” means a Building used primarily for religious worship and
659 activities.

660 (~~228~~227) “Rental Store” means a business that rents furniture, appliances, or electronics to
661 customers.

662 (~~229~~228) “Residence” means a permanent domicile, dwelling place, or abode.

663 (~~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-
664 20, R-2-6.5, R-2-8, R-4, RB, RE, RM, RMH, RS, and SH zones.

665 (~~231~~230) “Restaurant” means any place of business where the predominant purpose is the
666 preparation of food and drinks which are served and offered for sale or sold for human
667 consumption on or off the premises.

668 (~~232~~231) “Restaurant Liquor Retailer” means a Restaurant that maintains a liquor license in
669 accordance with the Alcoholic Beverage Control Act.

670 (~~233~~232) “Restaurant On-Premises Beer Retailer” means a licensed place of business in
671 connection with a bona fide Restaurant where beer is sold for on-premises consumption and
672 accounts for less than 30 percent of gross revenue.

673 (~~234~~233) “Retail Anchor” means the major store or stores within a Shopping Center.

674 (~~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.

~~(236235)~~ “Sanitary Landfill” means a site for solid waste disposal.

~~(237236)~~ “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.

~~(238237)~~ “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.

~~(239238)~~ “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.

~~(240239)~~ “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.

~~(241240)~~ “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.

~~(242241)~~ “Sidewalk” means a passageway for pedestrians that excludes motor vehicles.

~~(243242)~~ “Single Unit Dwelling” means a Building arranged or designed to have one Dwelling Unit.

~~(244243)~~ “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.

~~(245244)~~ “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.

~~(246245)~~ “Soldier Course Brick Pattern” means a pattern of bricks in which all bricks are laid vertically as illustrated below:



~~(247246)~~ “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.

~~(248247)~~ “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.

~~(249248)~~ “State Store” means the same as set forth in the Alcoholic Beverage Control Act.

~~(250249)~~ “Story” means the space within a Building having clear headroom of seven feet or over.

~~(251250)~~ “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.

~~(252251)~~ “Street” means public Rights-of-way, including highways, avenues, boulevards, parkways, roads, lanes, walks, viaducts, subways, tunnels, bridges, public easements, and

730 other ways.

731 (~~253~~252) “Structure” means anything constructed or erected on or below the ground,
732 including signs and Billboards but excluding Fences six feet tall or shorter.

733 (~~254~~253) “Structural Alterations” means any change in supporting members of a Building or
734 Structure, including bearing walls, columns, beams, or girders.

735 (~~255~~254) “Subdivider” means the Owner of real property proposed to be subdivided,
736 including all successors and assigns.

737 (~~256~~255) “Subdivision” means the same as set forth in the Utah Municipal Land Use,
738 Development, and Management Act.

739 (~~257~~256) “Subdivision, Major” is a Subdivision with at least 10 Lots or a Subdivision
740 requiring any new Street or extension of public utilities or facilities.

741 (~~258~~257) “Subdivision, Minor” means any Subdivision with nine or fewer Lots on which all
742 Lots have Frontage on improved public Streets and which does not create any new Streets.

743 (~~259~~258) “Survey Monument” means a mark affixed to a permanent object along a line of
744 survey to furnish a survey control.

745 (~~260~~259) “Swap Meet, Indoor” means property where the Owner, lessee, or licensee rents,
746 lends, or leases portions of a Building to Persons for use as a marketplace to barter, exchange,
747 or sell goods or services and where no walls are erected from floor to ceiling between the
748 majority of individual tenant spaces, including but not limited to flea markets.

749 (~~261~~260) “Swap Meet, Outdoor” means property where the Owner, lessee, or licensee rents,
750 lends, or leases outdoor space or booths to Persons for use as a marketplace to barter,
751 exchange, or sell goods, including but not limited to flea markets, but excluding Yard or
752 garage sales at Residences.

753 (~~262~~261) “Tattoo” means a mark or design made on or under the skin by a process of pricking
754 or ingrainin an indelible pigment, dye, or ink in the skin, excluding Permanent Cosmetics.

755 (~~263~~262) “Tattoo Establishment” means any location, place, area, Structure, or business used
756 for the practice or instruction of Tattooing or Body Piercing, excluding Permanent Cosmetics
757 Establishments.

758 (~~264~~263) “Tavern” means the same as set forth in the Alcoholic Beverage Control Act.

759 (~~265~~264) “Temporary Land Use” means a Use which is transient or seasonal in nature.

760 (~~266~~265) “Temporary Nonresidential Building” means a Building incidental to construction
761 work, such as a construction trailer, or a temporary sales office for the sale or lease of Dwelling
762 Units.

763 (~~267~~266) “Temporary Residential Storage Container” means a fully enclosed Structure
764 without a permanent foundation uniquely designed for short-term storage of household or
765 remodeling goods and for portable use via transport vehicle.

766 (~~268~~267) “Three Unit Dwelling” means a Building arranged or designed to have only three
767 Dwelling Units under one ownership on one Lot, such as a triplex.

768 (~~269~~268) “Towing and Impound Yard” means a facility for the temporary storage of vehicles
769 that have been towed, carried, hauled or pushed from property for impoundment, excluding
770 New Automobile Sales, Used Automobile Sales, Automobile Service, Vehicle Recycling
771 Facilities, and Vehicle Storage Yards.

772 (~~270~~269) “Townhome” means a Dwelling Unit in a row of at least three such units in which
773 each unit has its own front and rear access to the outside, no unit is located over another unit,
774 and each unit is separated from any other unit by one or more vertical walls.

775 (~~271~~270) “Transportation and Public Ways Ordinance” means the West Valley City
776 Transportation and Public Ways Ordinance as presently adopted and amended in the future.

777 (~~272~~271) “Truck Transfer Company” means a facility serving as a transfer or storage point
778 for a truck freight line, including associated offices, parking, and maintenance facilities.

779 (~~273~~272) “Turf Farm Equipment Manufacturing” means a Commercial business engaged in
780 assembling, testing, storing, selling, or repairing equipment, parts, and machinery used
781 exclusively for sod harvesting.

782 (~~274~~273) “Twin Home” means a Building arranged or designed to have only two Dwelling
783 Units under separate ownership by two Owners which has a common wall along a common
784 Lot line.

785 (~~275~~274) “Two Unit Dwelling” means a Building arranged or designed to have only two
786 Dwelling Units under one ownership on one Lot, such as a duplex.

787 (~~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.

~~(277276)~~ “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.

~~(278277)~~ “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.

~~(279278)~~ “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.

~~(280279)~~ “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.

~~(281280)~~ “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.

~~(282281)~~ “Warehouse” means a Building used primarily for storage of goods and materials.

~~(283282)~~ “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.

~~(284283)~~ “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, 818 (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 violate 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