The Study Electronic Meeting of the West Valley City Council will be held on Tuesday, July 11, 2023, at 4:30 PM, in the Multipurpose Room, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend in person or view this meeting live on YouTube at https://www.youtube.com/user/WVCTV.

**A G E N D A**

1. Call to Order

2. Roll Call

3. Approval of Minutes:

   A. June 20, 2023

4. Regular City Council Meeting has been Canceled

5. Presentations Scheduled for July 18, 2023

   A. Report by Corey Rushton of a Proposed Property Tax Increase by Jordan Valley Water Conservancy District for Water Services Purposes

      Accept Public Input from the Public and/or the City Council Regarding the Proposed Property Tax Increase by Jordan Valley Water Conservancy District

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

6. Awards, Ceremonies and Proclamations Scheduled for July 18, 2023

A. Proclamation Declaring August as "Neighborhood Nights" Month and August 1, 2023 as "National Night Out 2023" in West Valley City

7. Public Hearings Scheduled For July 18, 2023

A. Accept Public Input Regarding Application ZT-4-2023, Filed by West Valley City, Requesting a Zone Text Change to Amend Certain Requirements Concerning Landscaping and Garage Sales

Action: Consider Ordinance 23-23, Amend Sections 7-1-103, 7-2-127, 7-7-115, and 7-11-205 of the West Valley City Municipal Code to Amend Certain Requirements Concerning Landscaping and Garage Sales

8. Public Hearings Scheduled for July 25, 2023

A. Accept Public Input Regarding Application GPZ-3-2023, Filed by Russell Platt, Requesting a General Plan Change from Large Lot Residential (2 to 3 units/acre) to Low Density Residential (3 to 4 units/acre) and a Zone Change from A (Agriculture, Minimum Lot Size 1/2 acre) to R-1-8 (Single Family Residential, Minimum Lot Size 8, 000 square feet) for Property Located at 4301 West 4570 South

Action: Consider Ordinance 23-24, Amend the General Plan to Show a Change of Land Use from Large Lot Residential (2 to 3 units/acre) to Low Density Residential (3 to 4 units/acre) for Property Located at 4301 West 4570 South

Action: Consider Ordinance 23-25, Amend the Zoning Map to Show a Change of Zone For Property Located at 4301 West 4570 South from A (Agriculture, Minimum Lot Size 1/2 acre) to R-1-8 (Single Family Residential, Minimum Lot Size 8, 000 square feet)

Action: Consider Resolution 23-102, Authorize the City to Enter Into a Development Agreement with Nhu Y Enterprise for Approximately 1.53 Acres of Property Located at Approximately 4301 West 4570 South

B. Accept Public Input Regarding Application GPZ-4-2023, Filed by Maria Dubon, Requesting a General Plan Change from Large Lot Residential (2 to 3 units/acre) to General Commercial and a Zone Change from A (Agriculture, Minimum Lot Size 1/2 acre) to C-2 (General Commercial) for Property Located at 4344 and 4358 West 3500 South

Action: Consider Ordinance 23-26, Amend the General Plan to Show a Change of Land Use from Large Lot Residential (2 to 3 units/acre) to General Commercial for Property Located at 4344 and 4358 West 3500 South

Action: Consider Ordinance 23-27, Amend the Zoning Map to Show a Change of Zone For Property Located at 4344 amd 4358 West 3500 South from A (Agriculture, Minimum Lot Size 1/2 acre) to C-2 (General Commercial)

Action: Consider Resolution 23-103, Authorize the City to Enter Into a Development Agreement with Maria Dubon for Approximately 1.28 Acres of Property Located at Approximately 4344 and 4358 West 3500 South

9. Ordinances:

A. 23-28: Amend Sections 1-2-113, 10-1-110, 10-2-403, 10-2-405, 10-2-502, 10-2-503, 10-2-504, 10-2-505, 10-2-506, 10-2-507, 10-2-508, 10-2-510, 10-2-511, 10-2-601, 10-3-204, 10-3-501, 10-3-701, and 24-2-111A of the West Valley City Municipal Code to Amend Certain Requirements Concerning Administrative Code Enforcement

B. 23-29: Amend Section 1-2-102 of the West Valley City Municipal Code to Update Certain Information Technology Fees

10. Resolutions:

    A. 23-104: Ratify the Agreement Between the City and Matt and Stephanie Hansen for Administrative Law Judge Services

    B. 23-105: Approve the Execution of a Cooperative Agreement Between West Valley City and the Utah Division of Forestry, Fire, and State Lands

    C. 23-106: Approve the Purchase of Garbage Cans from Wastequip

11. Consent Agenda Scheduled for July 18, 2023

    A. Reso. 23-107: Authorize the City to Execute an Underground Right of Way Easement in Favor of Rocky Mountain Power

    B. Reso. 23-108: Authorize the City to Enter Into a Right of Way Purchase Agreement and Accept a Warranty Deed With and From the Donna S. Glissmeyer Family Trust for Property Located at 3389 West 4400 South

12. Communications:

    A. 4100 South/Bangerter Highway Discussion (20 min)

    B. Council Calendar

13. New Business:

    A. Potential Future Agenda Items

B. Council Reports

C. Strategic Discussion List

D. Review Agenda for Special Municipal Building Authority Meeting Scheduled July 18, 2023

14. Motion for Closed Session (if necessary)

15. Adjourn

**MINUTES OF COUNCIL STUDY MEETING – JUNE 20, 2023**
**-1-**

THE WEST VALLEY CITY COUNCIL MET IN ELECTRONIC STUDY SESSION ON TUESDAY, JUNE 20, 2023 AT 4:30 P.M. AT WEST VALLEY CITY HALL, MULTIPURPOSE ROOM, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS CALLED TO ORDER AND CONDUCTED BY MAYOR LANG.

THE FOLLOWING MEMBERS WERE PRESENT:

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

STAFF PRESENT:

Nicole Cottle, Acting City Manager
Nichole Camac, City Recorder
Eric Bunderson, City Attorney *(electronically)*
Colleen Jacobs, Police Chief
John Evans, Fire Chief
Jim Welch, Finance Director
Steve Pastorik, CED Director
Layne Morris, CPD Director *(electronically)*
Dan Johnson, Public Works Director
Jason Erekson, Acting Parks and Recreation Director
Mark Nord, RDA Director
John Flores, HR Director
Sam Johnson, Strategic Communications Director *(electronically)*
Ken Cushing, IT *(electronically)*
Steve Lehman, CED *(electronically)*
Peggy Daniels, CPD

**APPROVAL OF MINUTES OF STUDY MEETING HELD JUNE 13, 2023**
The Council considered the Minutes of the Study Meeting held June 13, 2023. There were no changes, corrections or deletions.

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Councilmember Christensen moved to approve the Minutes of the Study Meeting held June 13, 2023. Councilmember Whetstone seconded the motion.

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

**REVIEW AGENDA FOR REGULAR CITY COUNCIL AND SPECIAL BUILDING AUTHORITY MEETINGS OF JUNE 13, 2023**

Upon inquiry by Mayor Lang, members of the Council had no further questions or concerns regarding items listed on the Agenda for the Regular City Council or Special Building Authority meetings scheduled later this night.

**AWARDS, CEREMONIES, AND PROCLAMATIONS SCHEDULED FOR JUNE 27, 2023**

A. **PROCLAMATION RECOGNIZING THE MONTH OF JULY 2023 AS PARK AND RECREATION MONTH**

Councilmember Christensen offered to read a Proclamation Recognizing the Month of July 2023 as Park and Recreation Month at the Regular City Council Meeting scheduled June 27, 202 at 6:30 PM.

**PUBLIC HEARINGS SCHEDULED FOR JUNE 27, 2023**

A. **ACCEPT PUBLIC INPUT REGARDING APPLICATION GP-1-2023, FILED BY RUSSELL PLATT, REQUESTING A GENERAL PLAN CHANGE FROM MIXED USE WITH HIGH DENSITY RESIDENTIAL TO MIXED USE WITH VERY HIGH DENSITY RESIDENTIAL FOR PROPERTY LOCATED AT 1251 WEST 3300 SOUTH**

Mayor Lang informed a public hearing had been advertised for the Regular Council Meeting scheduled June 27, 2023, in order for the City Council to hear and consider public comments regarding Application GP-1-2023, Filed by Russell Platt, Requesting a General Plan Change from Mixed Use with High Density Residential to Mixed Use with Very High Density Residential for Property Located at 1251 West 3300 South.

Proposed Ordinance 23-21 and Resolution 23-83 related to the proposal to be considered by the City Council subsequent to the public hearing, was discussed as follows:

**ACTION: ORDINANCE NO. 23-21, AMEND THE GENERAL PLAN TO SHOW A CHANGE OF LAND USE FROM MIXED USE WITH HIGH DENSITY RESIDENTIAL TO MIXED USE WITH VERY HIGH DENSITY RESIDENTIAL FOR PROPERTY LOCATED AT 1251 WEST 3300 SOUTH**

Steve Pastorik, CED Director, discussed proposed Ordinance 23-21 that would amend the General Plan to Show a Change of Land Use from Mixed Use with High

Density Residential to Mixed Use with Very High Density Residential for Property Located at 1251 West 3300 South

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

> The property is currently developed as the Village at River's Edge Apartments which include 244 apartments and 21,054 square feet of commercial space on the ground floor of four of the buildings on the north end of the property. In the southeast corner of the property there is a 40-unit condo building that is not included with this application. The current density of the apartment development is 18.8 units/acre.
>
> The applicant is proposing two significant changes to the existing Village at River's Edge development that are highlighted on the attached concept plan. The first proposed change is to remodel buildings A1-A4 (buildings in blue on the concept plan) to replace the existing commercial space with 30 new apartments. The second change is to fill the wetland area along the east side of the property and develop 17 rental townhome units within 4 new buildings (buildings in purple on the concept plan). The addition of 47 new units increases the density from 18.8 units/acre to 22.4 units/acre. This is why the General Plan change is sought. Included with this issue paper are renderings for the proposed townhomes as well as renderings showing how the existing mixed use buildings would be remodeled to convert the ground floor commercial space into apartments. The original development agreement and a license history of the businesses on the property are included for reference.

**ACTION: RESOLUTION NO. 23-83, AUTHORIZE THE CITY TO ENTER INTO A DEVELOPMENT AGREEMENT WITH VILLAGE AT RIVER'S EDGE, LLC FOR APPROXIMATELY 13.02 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 1251 WEST 3300 SOUTH**

Steve Pastorik, CED Director, discussed proposed Resolution 23-83 that would authorize the City to Enter Into a Development Agreement With Village at River's Edge, LLC for Approximately 13.02 Acres of Property Located at Approximately 1251 West 3300 South.

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

Russell Platt has submitted a General Plan change application (GP-1-2023) on 13.02 acres to change the General Plan from Mixed Use with High Density Residential to Mixed Use with Very High Density Residential. The Planning Commission recommended approval of the General Plan change subject to a development agreement.

The proposed development agreement replaces the original development agreement on this property and addresses the number of new apartments and rental townhomes, the apartment unit mix, minimum unit sizes, exterior building design, interior finishes, updates/repairs to the existing buildings, new amenities, landscaping, and management standards.

Councilmember Whetstone stated that the Planning Commission minutes noted that there was a lot of homeless activity occurring in the wetland portion of the proposal. Nicole replied that this statement is correct. She noted that she contacted members of COP to verify and they are aware of camping in the area. Nicole stated that the issue has decreased and the homeless population is generally aware that the City has a strict no camping policy so they generally move through the area quickly. She indicated that this activity could increase again once the South Salt Lake City park becomes part of the aviary. Councilmember Whetstone stated that this looks like a nice area and he would hate to see lose the green space.

The City Council will consider Ordinance 23-21 and Resolution 23-83 at the Regular Council Meeting scheduled June 27, 2023 at 6:30 P.M.

**RESOLUTION 23-86: AUTHORIZE THE PURCHASE OF GOLF COURSE MAINTENANCE EQUIPMENT**

Nicole Cottle, Assistant City Manager, presented proposed Resolution 23-86 that would authorize the Purchase of Golf Course Maintenance Equipment.

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

Golf course maintenance equipment at both courses is worn down and not functioning as it should. It no longer performs as designed without significant repair time and new parts. Some of the failing parts have an 18-month replacement time or cannot be purchased at all. Some equipment is completely non-functional limiting what the staff has available to complete necessary tasks.

Maintenance equipment pieces include:

- Toro Groundsmaster 3310
- Toro Groundsmaster 4500 (3)
- Toro Groundsmaster 3500
- Greensmaster 3300 for greens (5)
- Greensmaster 3300 for tees (4)
- Reelmaster 3555-D (5)
- Sand Pro 3040 w/out Blade (2)
- Workman HDX

The total cost of this equipment (for both courses) comes to a total of $1,240,699.40. With a credit of $150,000, the total requested amount is $1,090,699.40. Suppliers are on the State Contract for purchasing.

Councilmember Whetstone stated that the total price is very expensive and asked if there are other alternatives such as leasing. Nicole replied that leasing is an option if the Council desires. She noted that the current equipment is in need of replacement so continuing to use existing equipment would not be a viable option as the equipment is essential to the operation of the golf courses. Councilmember Christensen asked if there are blades for the Sandpro 3040 if needed. Nicole replied yes. Mayor Lang stated that she prefers to purchase the equipment outright so the City doesn't have to pay any additional fees for leasing. Councilmember Whetstone asked what the lifespan of the equipment is. Nicole replied that she could provide that information. Councilmember Whetstone asked if the equipment purchases can be staggered in the future. Nicole replied that this can be done on the backend and could likely be worked into the budget moving forward.

The City Council will consider Resolution 23-86 at the Regular Council Meeting scheduled June 27, 2023 at 6:30 P.M

**CONSIDER APPLICATION S-12-2022, FILED BY FRED COX, REQUESTING FINAL PLAT APPROVAL FOR THE MOODY SUBDIVISION LOCATED AT 6780 WEST SR-201 NORTH FRONTAGE ROAD**

Steve Lehman, CED, presented Application S-12-2022, Filed by Fred Cox, Requesting Final Plat Approval for the Moody Subdivision Located at 6780 West SR-201 North Frontage Road

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

Fred Cox, representing the property owner, is requesting final subdivision approval for the Moody Subdivision. The property is zoned manufacturing and is currently occupied by SealMaster, which is a pavement products and equipment business.

The subdivision will consist of 9 lots on approximately 10 acres. The existing business will remain part of the subdivision and will be located on what will become lot 1.

Access to the subdivision will be gained from SR-201 North Frontage Road and from an existing drive approach serving the existing SealMaster business. The new road is intended to be private. A new drive approach will be installed along the east boundary of the subdivision connecting with the SR-201 North Frontage Road.

Councilmember Nordfelt asked if there are requirements to maintain the private lane. Steve replied yes. Councilmember Nordfelt verified that this application meets all the requirements in City Code. Steve replied yes and indicated that this is an administrative application. Councilmember Whetstone stated that he believes this will be great if landscaping is done like it is on the other lots in the area. Steve replied that there will be a site plan review to ensure it meets all requirements. Mayor Lang noted that there is a knuckle in the road indicated on the site plan. Steve replied that this is for a safer more perpendicular exit.

The City Council will consider Application S-12-2022 at the Regular Council Meeting scheduled June 27, 2023 at 6:30 P.M

**CONSENT AGENDA SCHEDULED FOR JUNE 27, 2023**

A. **RESOLUTION 23-87: ACCEPT A WARRANTY DEED FROM BRADLEY JONES FOR PROPERTY LOCATED AT 2165 SOUTH 7200 WEST**

Nicole Cottle, Assistant City Manager, discussed proposed Resolution 23-87 that would accept a Warranty Deed from Bradley Jones for Property Located at 2165 South 7200 West

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

The JK Investments project is located on the west side of 2165 South 7200 West. As a condition of approval of the project, conveyance of additional 7200 West right-of-way was required.

B. **RESOLUTION 23-88: RATIFY THE CITY MANAGER'S REAPPOINTMENT OF ANGIE MCCONKEY AS A MEMBER OF THE WEST VALLEY BOARD OF ADJUSTMENT FOR A TERM FROM JULY 1, 2023 TO JUNE 30, 2028**

Nicole Cottle, Assistant City Manager, discussed proposed Resolution 23-88 that would Ratify the City Manager's Reappointment of Angie McConkey as a Member of the West Valley Board of Adjustment for a Term from July 1, 2023 to June 30, 2028

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

> The Board of Adjustment is composed of five members and an alternate member appointed and reappointed by the City Manager with the advice and consent of the City Council. It is proposed that Angie McConkey be appointed to the Board of Adjustment to serve as a member.
>
> Angie McConkey has lived in West Valley City for 20 years. She loves the area and the people. She is Project Accountant for Jacobsen Construction in Salt Lake City. Since 1996, she has served in various accounting roles such as controller, manager, and project specialist. Angie McConkey is dependable, hard-working, detail-oriented, and responsible.

C. **RESOLUTION 23-89: RATIFY THE CITY MANAGER'S REAPPOINTMENT OF JOSH PETTERSSON AS A MEMBER OF THE WEST VALLEY BOARD OF ADJUSTMENT FOR A TERM FROM JULY 1, 2023 TO JUNE 30, 2028**

Nicole Cottle, Assistant City Manager, discussed proposed Resolution 23-89 that would Ratify the City Manager's Reappointment of Josh Pettersson as a Member of the West Valley Board of Adjustment for a Term from July 1, 2023 to June 30, 2028

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

> The Board of Adjustment is composed of five members and alternate members appointed and reappointed by the City Manager with the advice and consent of the City Council. It is proposed that Josh be reappointed to the Board of Adjustment to serve as a regular member.
>
> With the exception of a 2-year church mission, Josh Pettersson has lived in West Valley City his entire life. Josh Pettersson graduated from Cyprus High school in 1987 and has a BS in Electrical Engineering from the University of Utah. He also has an AS in Pre-Engineering from SLCC. Josh Pettersson currently works as the Division Manager for Wasatch Electric, where he has been since 1991. He handles contract and settlement negotiations, the resolution of disputes and conflicts, and also has electrical experience. His term would begin July 1, 2023 and expire on June 30, 2028.

D. **RESOLUTION 23-90: RATIFY THE CITY MANAGER'S REAPPOINTMENT OF SANDY NAEGLE AS A MEMBER OF THE WEST VALLEY BOARD OF ADJUSTMENT FOR A TERM FROM JULY 1, 2023 TO JUNE 30, 2028**

Nicole Cottle, Assistant City Manager, discussed proposed Resolution 23-90 that would Ratify the City Manager's Reappointment of Sandy Naegle as a Member of the West Valley Board of Adjustment for a Term from July 1, 2023 to June 30, 2028

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

> The Board of Adjustment is composed of five members and alternate members appointed and reappointed by the City Manager with the advice and consent of the City Council. Any Board of Adjustment member or alternate member may be reappointed for an additional term.
>
> Sandy Naegle has been serving on the Board of Adjustment since July 1, 2003. She has expressed an interest to continue serving on the Board of Adjustment. Sandy Naegle's reappointed term will run from July 1, 2023 to June 30, 2028.

E. **RESOLUTION 23-91: RATIFY THE CITY MANAGER'S REAPPOINTMENT OF SCOTT SPENDLOVE AS A MEMBER OF THE WEST VALLEY BOARD OF ADJUSTMENT FOR A TERM FROM JULY 1, 2023 TO JUNE 30, 2028**

Nicole Cottle, Assistant City Manager, discussed proposed Resolution 23-91 that would Ratify the City Manager's Reappointment of Scott Spendlove as a Member of the West Valley Board of Adjustment for a Term from July 1, 2023 to June 30, 2028

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

> The Board of Adjustment is composed of five members and alternate members appointed and reappointed by the City Manager with the advice and consent of the City Council. Any Board of Adjustment member or alternate member may be reappointed for an additional term.
>
> Scott Spendlove has been serving on the Board of Adjustment since July 1, 2003. He has expressed an interest to continue serving on the Board of Adjustment. Scott Spendlove's reappointed term will run from July 1, 2023 to June 30, 2028.

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F. **RESOLUTION 23-92: RATIFY THE CITY MANAGER'S REAPPOINTMENT OF MATHEW LOVATO AS A MEMBER OF THE WEST VALLEY PLANNING COMMISSION FOR A TERM FROM JULY 1, 2023 TO JUNE 30, 2027**

Nicole Cottle, Assistant City Manager, discussed proposed Resolution 23-92 that would Ratify the City Manager's Reappointment of Mathew Lovato as a Member of the West Valley Planning Commission for a Term from July 1, 2023 to June 30, 2027

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

> The Planning Commission is composed of seven members and one alternate member appointed and reappointed by the City Manager with the advice and consent of the City Council.
>
> Mathew Lovato has been recommended for reappointment as a member of the Planning Commission. He has been serving as a member of the Planning Commission since November 3, 2015. Mathew Lovato's term will run from July 1, 2023 to July 1, 2027.
>
> Mathew Lovato has worked in the City for 27 years and is currently employed by Discover. He holds an MBA and has served on the City's Clean and Beautiful Committee. We believe Mathew Lovato will continue to be a valuable asset to the City in serving on the Planning Commission.

G. **RESOLUTION 23-93: RATIFY THE CITY MANAGER'S REAPPOINTMENT OF LARRY HEALEY AS A MEMBER OF THE LICENSE HEARING BOARD FOR A TERM COMMENCING JULY 1, 2023 AND ENDING JUNE 30, 2026**

Nicole Cottle, Assistant City Manager, discussed proposed Resolution 23-93 that would Ratify the City Manager's Ratify the City Manager's Reappointment of Larry Healey as a Member of the License Hearing Board for a Term Commencing July 1, 2023 and Ending June 30, 2026

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

> The License Hearing Board is composed of three members appointed by the City Manager with the advice and consent of the City Council. Larry Healey is willing to accept the reappointment as a member of the License Hearing Board for a three-year term.

H. **RESOLUTION 23-94: RATIFY THE CITY MANAGER'S REAPPOINTMENT OF ABIGAIL M. DIZON-MAUGHAN TO THE PROFESSIONAL STANDARDS REVIEW BOARD FOR A TERM COMMENCING JULY 1, 2023 AND ENDING JUNE 30, 2025**

Nicole Cottle, Assistant City Manager, discussed proposed Resolution 23-94 that would Ratify the City Manager's Reappointment of Abigail M. Dizon-Maughan to the Professional Standards Review Board for a Term Commencing July 1, 2023 and Ending June 30, 2025.

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

> The Professional Standards Review Board reviews all allegations of police misconduct from a citizen's perspective and makes various recommendations to the Police Chief regarding these incidents.

I. **RESOLUTION 23-95: RATIFY THE CITY MANAGER'S REAPPOINTMENT OF BARBARA FIELDS TO THE PROFESSIONAL STANDARDS REVIEW BOARD FOR A TERM COMMENCING JULY 1, 2023 AND ENDING JUNE 30, 2025**

Nicole Cottle, Assistant City Manager, discussed proposed Resolution 23-95 that would Ratify the City Manager's Reappointment of Barbara Fields to the Professional Standards Review Board for a Term Commencing July 1, 2023 and Ending June 30, 2025

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

> The Professional Standards Review Board reviews all allegations of police misconduct from a citizen's perspective and makes various recommendations to the Police Chief regarding these incidents.

J. **RESOLUTION 23-96: RATIFY THE CITY MANAGER'S REAPPOINTMENT OF MICAH BRUNER TO THE PROFESSIONAL STANDARDS REVIEW BOARD FOR A TERM COMMENCING JULY 1, 2023 AND ENDING JUNE 30, 2025**

Nicole Cottle, Assistant City Manager, discussed proposed Resolution 23-96 that would Ratify the City Manager's Reappointment of Micah Bruner to the Professional Standards Review Board for a Term Commencing July 1, 2023 and Ending June 30, 2025.

Written documentation previously provided to the City Council included

information as follows:

> The Professional Standards Review Board reviews all allegations of police misconduct from a citizen's perspective and makes various recommendations to the Police Chief regarding these incidents.

K. **RESOLUTION 23-97: RATIFY THE CITY MANAGER'S REAPPOINTMENT OF MISTY SMITH AS A MEMBER OF THE WEST VALLEY CITY CLEAN AND BEAUTIFUL COMMITTEE FOR A TERM FROM JULY 1, 2023 TO JUNE 30, 2027**

Nicole Cottle, Assistant City Manager, discussed proposed Resolution 23-97 that would Ratify the City Manager's Reappointment of Misty Smith as a Member of the West Valley City Clean and Beautiful Committee for a Term from July 1, 2023 to June 30, 2027

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

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

L. **RESOLUTION 23-98: RATIFY THE CITY MANAGER'S APPOINTMENT OF BRIAN BLANK AS CHAIR OF THE WEST VALLEY CITY CLEAN AND BEAUTIFUL COMMITTEE FOR A TERM FROM JULY 1, 2023 TO JUNE 30, 2024**

Nicole Cottle, Assistant City Manager, discussed proposed Resolution 23-98 that would Ratify the City Manager's Appointment of Brian Blank as Chair of the West Valley City Clean and Beautiful Committee for a Term from July 1, 2023 to June 30, 2024

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

> The Chair of the West Valley City Clean and Beautiful Committee serves for a term of one year. Brian's term will commence July 1, 2023 and end June 30, 2024.

M. **RESOLUTION 23-99: RATIFY THE CITY MANAGER'S REAPPOINTMENT OF STEVE LEHMAN AS CHAIR OF THE LICENSE HEARING BOARD FOR A TERM FROM JULY 1, 2023 TO JUNE 30, 2024**

Nicole Cottle, Assistant City Manager, discussed proposed Resolution 23-99 that

would Ratify the City Manager's Reappointment of Steve Lehman as Chair of the License Hearing Board for a Term from July 1, 2023 to June 30, 2024

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

> The License Hearing Board is composed of three members appointed and reappointed by the City Manager with the advice and consent of the City Council. Steve Lehman is willing to accept the reappointment as Chair of the License Hearing Board for a term commencing July 1, 2023 and ending June 30, 2024.

N. **RESOLUTION 23-100: RATIFY THE CITY MANAGER'S REAPPOINTMENT OF LARS NORDFELT AS CHAIR OF THE WEST VALLEY CITY AUDIT REVIEW COMMITTEE FOR A TERM FROM JULY 1, 2023 TO JUNE 30, 2024**

Nicole Cottle, Assistant City Manager, discussed proposed Resolution 23-100 that would Ratify the City Manager's Reappointment of Lars Nordfelt as Chair of the West Valley City Audit Review Committee for a Term from July 1, 2023 to June 30, 2024.

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

> The Audit Review Committee consists of five members who serve for a term of three years. The Committee is comprised of the City Manager, two members of the City Council, one appointed citizen and a finance director from another community. The City Manager has recommended that Lars Nordfelt be reappointed as Chairman of this Committee. Mr. Nordfelt is willing to accept this reappointment for the term commencing July 1, 2023 and ending June 30, 2024.

O. **RESOLUTION 23-101: RATIFY THE CITY MANAGER'S APPOINTMENT OF DAN JOHNSON TO THE UTAH INFRASTRUCTURE AGENCY BOARD**

Nicole Cottle, Assistant City Manager, discussed proposed Resolution 23-101 that would Ratify the City Manager's Appointment of Dan Johnson to the Utah Infrastructure Agency Board

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

The Utah Infrastructure Agency's bylaws require the City to appoint a member to the Agency Board. Dan Johnson is the City's Public Works Director and has the experience and expertise to represent the City's interests on the Board. Mr. Johnson's knowledge of public infrastructure needs makes him a unique fit to serve in this position.

The Council requested that bios be provided for reappointments in the future.

The City Council will consider Resolutions 23-87 through 23-101 on the Consent Agenda at the Regular Council Meeting scheduled June 27, 2023 at 6:30 P.M

**COMMUNICATIONS**

**A. CITY MANAGER HIRING PROCESS**

John Flores, HR Director, presented a recommended process and timeline for City Manager recruitment.

- Executive recruitment firm (6-9 months)
- Selection and engagement of search firm (4-6 weeks)
    - contact with top firms and assess for services provided and qualify of work
    - Select firm and determine start date
        - Some firms are not accepting new clients and others are 30-45 days out from starting services
- Initial Meeting (1 week)
    - Review qualifications, job requirements, screening questions, expectations, salary range and benefits
- Post position (4+ weeks)
    - Outreach
        - Firm reaches out to their existing pool of candidates (internal network)
        - Firm posts through their channels (national reach)
        - City posts through our channels (local reach)
        - Firm handles all communications, disqualifications, and applicant questions.
        - Firm regularly communicates with WVC on process and updates.
- Job closed
- Initial vetting and review (6-8 weeks)
    - Screen out applicants based on qualifications.
    - Vet applicants based on our standards.
    - Review applicants for red flags (experience, public presence, etc.)

DRAFT

    - Initial interviews with firm's recruitment team
- Top candidates provided to West Valley City
- WVC Interview and Assessment (4-6 weeks)
- WVC Selects top candidates for background and potential job offer
- Firm conducts background investigation (2-3 week)
- Background results and Council vote/selection (1-2 weeks)
- Job offer, negotiations, start date (2-8 weeks)

Councilmember Christensen asked where the firms are located. John replied they are from across the country and are nationally recognized firms that specialize in City Manager recruiting. Councilmember Christensen stated that Utah has a different climate and culture than other places in the nation. John agreed and noted that it's important the City has the opportunity to assess the candidates to ensure they are a good fit. Mayor Lang stated that she would like to get the contract process in place and indicated she would like to take a week to absorb the information. Councilmember Christensen stated that it's important to begin the process as soon as possible since the timeframe is so lengthy. Councilmember Whetstone stated the that he would have liked to see an overlap for transition but that may not be possible. Mayor Lang asked if an outside firm has been used in the past. John replied it's not common but is important for positions that aren't normally or routinely filled. Mayor Lang stated that she would prefer to wait a week and would like to see the firms that are being proposed. Councilmember Christensen stated that he is ready to move forward and trusts HR to find the best firm. Mayor Lang stated that this process is one for the Council and she wants to ensure everyone is properly educated. She indicated that this is a good starting point.

The Mayor and Council had no further questions or concerns.

**B. COUNCIL CALENDAR**

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

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

**NEW BUSINESS**

**A. POTENTIAL FUTURE AGENDA ITEMS**

Councilmember Huynh stated that he wanted to be clear that his interest in rental properties and business licenses was for a constituent and not himself. He requested information on new deadlines for the Form of Government requirements with the adjusted election dates.

Councilmember Nordfelt asked if the Council had any thoughts regarding the allowable dollar amount for at home businesses. After discussion, the Council agreed to leave it at $2,000 to lessen the impact on neighbors.

**B. COUNCIL REPORTS**

**COUNCILMEMBER NORDFELT- AUDIT REVIEW COMMITTEE**

Councilmember Nordfelt stated that the Audit Review Committee met and reviewed the audit for Campbell Court. He indicated that there were no findings of inappropriate funds but the committee was concerned about management on the property. Peggy Daniels, CPD, provided a history of the property. Nicole noted that information on the contract can be provided to the Council as well as a bid process if interested. Councilmember Nordfelt stated that the Audit Committee also reviewed and approved engagement letters for Keddington and Christensen to conduct the upcoming audit.

**COUNCILMEMBER CHRISTENSEN- WESTFEST**

Councilmember Christensen stated that he attended WestFest each day over the weekend and there were great crowds and events. He provided kudos to the committee that put everything together and suggested recognizing them with the Essential Piece program.

Councilmember Huynh asked who gets the income from tickets that are sold for rides. Mayor Lang replied that it would be the vendor that provides the rides, not the City.

Councilmember Whetstone suggested a cleanup process along the parade route. Councilmember Huynh requested a van to take the Council back to City Park following the parade next year.

**C. STRATEGIC DISCUSSION LIST**

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

**D. REVIEW AGENDA FOR SPECIAL REDEVELOPMENT AGENCY MEETING SCHEDULED JUNE 20, 2023**

Nicole Cottle, Assistant City Manager, indicated that this meeting has a resolution to adopt the Hometown Scholars Annual renewal and would be discussed June 27, 2023 following the Regular City Council meeting. Nicole introduced scholars and program coordinators in attendance. Mayor Lang asked if housing is included in the cost. Nicole replied yes. Councilmember Fitisemanu indicated he is impressed

and happy with this program and offered congratulations and appreciation to all involved. Mayor Lang agreed that this is a great program and use of money.

**MOTION TO ADJOURN**
Upon motion by Councilmember Huynh all voted in favor to adjourn.

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY COUNCIL THE STUDY MEETING ON TUESDAY JUNE 13, 2023 WAS ADJOURNED AT 5:33 PM BY MAYOR LANG.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Study Meeting of the West Valley City Council held Tuesday, June 13, 2023.

_____
Nichole Camac, CMC
City Recorder

DRAFT

**WEST VALLEY CITY, UTAH**

**A PROCLAMATION DECLARING AUGUST AS "NEIGHBORHOOD NIGHTS" MONTH AND AUGUST 1, 2023, AS "NATIONAL NIGHT OUT 2023" IN WEST VALLEY CITY.**

**WHEREAS**, West Valley City strives to reinforce the importance of Crime Prevention awareness in the City; and

**WHEREAS**, Crime Prevention events have been planned throughout the month of August; and

**WHEREAS,** the National Association of Town Watch (NATW) is sponsoring a unique, nationwide crime, drug and violence prevention program on August 1, 2023 entitled "National Night Out"; and

**WHEREAS,** the "40th Annual National Night Out" provides a unique opportunity for West Valley City to join forces with thousands of other communities across the country in promoting cooperative, police-community crime prevention efforts; and

**WHEREAS,** police-community partnerships, neighborhood safety, awareness and cooperation are important themes of the "National Night Out" program; and

**WHEREAS,** the Mayor and City Council of West Valley City, do hereby determine that it is essential that all citizens of West Valley City be aware of the importance of crime prevention programs and the impact that their participation can have on reducing crime, drugs and violence in West Valley City.

**NOW, THEREFORE,** the Mayor and City Council of West Valley City do hereby proclaim August as "Neighborhood Nights" month and August 1, 2023, as "National Night Out 2023" in West Valley City and encourage residents to participate in the various activities taking place though out the City in the month of August.

**DATED** this ___ day of July, 2023.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

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

Budget Opening Required: ☐

**ISSUE:**
Requesting amendments to Sections 7-1-103, 7-2-127, 7-7-115, and 7-11-205 of the zoning ordinance to add or modify several landscaping standards relating to decorative dirt, artificial turf, and how minimum landscape percentages are calculated. The proposed changes would also reduce the allowed number of garage, basement, or yard sales from an annual maximum of four to an annual maximum of three.

**SYNOPSIS:**
Over the past several months the City Council has had many discussions regarding the practices, policies, and ordinances relating to code enforcement. As a result of these discussions, the Council directed staff to make several changes to policies and ordinances that will impact code enforcement. Some of the ordinance changes requested by the Council impact Title 7 which is the City's Zoning Ordinance. These Title 7 changes are the subject of this application and are described below.

Section 7-1-103
This is the definitions section of the Zoning Ordinance. The proposed change to this section adds a definition for the term "Decorative Dirt".

Section 7-2-127
This section addresses standards for the use of artificial turf. The proposed change would allow artificial turf to be used in all parkstrips.

Section 7-7-115
This section addresses standards for home occupations. The proposed change would reduce the allowed number of garage, basement, or yard sales from an annual maximum of four to an annual maximum of three.

Section 7-11-205
This section addresses the landscaping and irrigation standards for single unit dwelling, twin home, and two unit dwelling lots. The proposed changes to this section would: require live plant material percentages to be determined by the size of the plant at full growth, not at planting, allow decorative dirt as a groundcover, and allow artificial turf to be counted toward all of the required live plant material.

**RECOMMENDATION:**
The Planning Commission recommends denial.

**SUBMITTED BY:**
Steve Pastorik, Community Development Director

**WEST VALLEY CITY, UTAH**

**ORDINANCE NO._____**

Draft Date: 6/29/2023

Date Adopted: _____

Date Effective: _____

**AN ORDINANCE AMENDING SECTIONS 7-1-103, 7-2-127, 7-7-115, AND 7-11-205 OF THE WEST VALLEY CITY MUNICIPAL CODE TO AMEND CERTAIN REQUIREMENTS CONCERNING LANDSCAPING AND GARAGE SALES.**

**WHEREAS,** Title 7 of the West Valley City Municipal Code establishes regulations for land use within the City; and

**WHEREAS**, the City desires to amend certain regulations concerning landscaping and garage sales; and

**WHEREAS**, the City Council of West Valley City, Utah does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to amend Sections 7-1-103, 7-2-127, 7-7-115, and 7-11-205 of the West Valley City Municipal Code.

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

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

**Section 2. Amendment.** Sections 7-1-103, 7-2-127, 7-7-115, and 7-11-205 of the West Valley City Municipal Code are hereby amended as follows:

**7-1-103. DEFINITIONS.**

Whenever any words or phrases used in this Title are not defined herein, but are defined in related

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

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

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

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

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

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

(5) "Agricultural Business or Industry" means the processing of raw food products by packaging, treating, or intensive feeding, including but not limited to Animal feed yards, the raising of fur-bearing Animals, food packaging or processing plants, and Commercial poultry or egg production. Notwithstanding this subsection (5), nonanimal food processing plants located in an urban renewal area or community reinvestment area in the M Zone are not Agricultural Business or Industry.

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

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

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

other Buildings and open spaces.

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

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

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

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

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

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

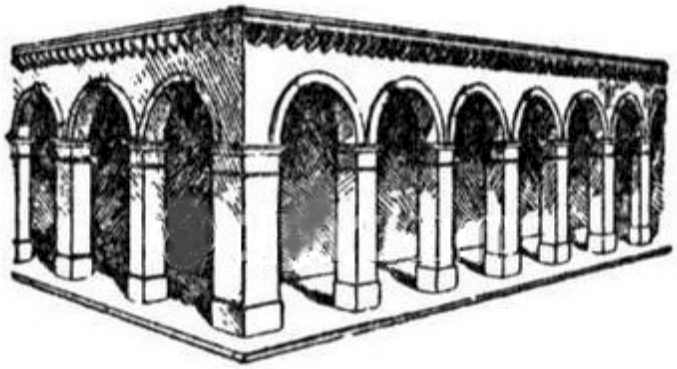
(15) "Animal" means any of a kingdom of living beings differing from plants in capacity for spontaneous movement and rapid motor response to stimulation.

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

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

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

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



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

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

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

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

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

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

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

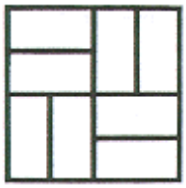
(27) "Automobile Sales, New" means the Use of property for the display and sale of new motor vehicles, including related financing services and Automobile Service, and the display and sale of used motor vehicles.

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

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

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

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



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

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

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

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

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

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

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

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

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

beer is less than 30 percent of gross revenue.

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

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

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

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

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

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

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

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

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

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

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

trailer.

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

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

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

(55) "City" means West Valley City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

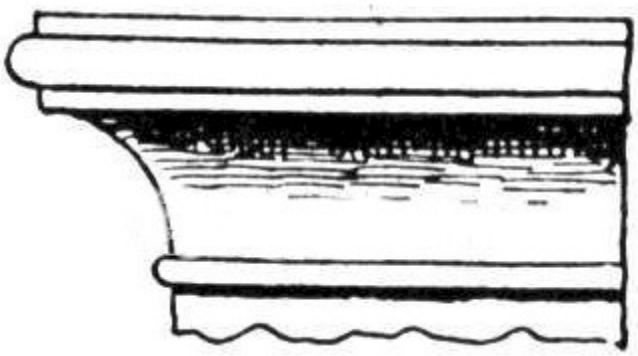
(76) "Consolidated Fee Schedule" means the schedule of fees adopted in the West Valley City Municipal Code.

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

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

nonfood commodities.

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

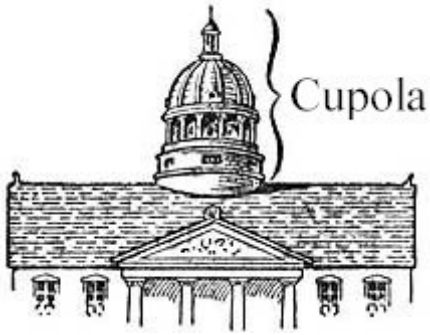


(80) "Courtyard" means an uncovered Recreation Space bounded on two or more sides by Buildings.

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

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

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




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

(85) "Decorative Dirt" means an earth or earth-like substance free of weeds. Decorative Dirt does not include grass, flowers, flower beds, bushes, trees, bark, gravel, or artificial turf.

(~~85~~86) "Decorative Parapet" means an arched, gabled, or stepped Parapet.

(~~86~~87) "Dedication of Land" means the conveyance of land to the City by a property Owner or developer for public use.

(~~87~~88) "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~~89) "Density" means the number of Dwelling Units per gross acre of land.

(~~89~~90) "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~~91) "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~~92) "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~~93) "Development Plan" means all plans, studies, plats, statements, reports, and information required by this Title.

(~~93~~94) "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~~95) "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~~96) "Entrance" means the location of ingress to a room, Building, or Lot.

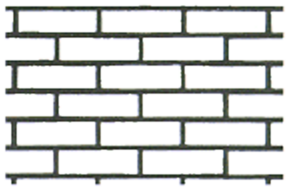
(~~96~~97) "Exit" means the location of egress from a room, Building, or Lot.

(~~97~~98) "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~~99) "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~~100) "Facade" means any face or elevation of a Building.

(~~100~~101) "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~~102) "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~~103) "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~~104) "Fenestration" means openings in a Building wall that allow light and views between the Building's interior and exterior.

(~~104~~105) "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~~106) "Financial Institution" means a bank, savings and loan institution, credit union, mortgage office, or automated teller machine, excluding Alternative Financial Service

Providers.

(~~106~~107) "Fire Department" means the West Valley City Fire Department.

(~~107~~108) "Fitness Center" means a facility where individuals use equipment or space for the purpose of physical exercise.

(~~108~~109) "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~~110) "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~~111) "Flood, 100-Year" means a Flood having a one percent chance of being equaled or exceeded in any given year.

(~~111~~112) "Flood, 10-Year" means a Flood having a 10 percent chance of being equaled or exceeded in any given year.

(~~112~~113) "Floodplain, 100-Year" means that area adjacent to a drainage channel which would be inundated by a 100-Year Flood.

(~~113~~114) "Focal Point" means a point of convergence and interest.

(~~114~~115) "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~~116) "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~~117) "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~~118) "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~~119) "Gable Roof" means two pitched roofs back to back forming a triangular roof as illustrated below:



(~~119~~120) "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~~121) "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~~122) "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~~123) "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~~124) "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~~125) "Grading/Site Development Ordinance" means the West Valley City Grading/Site Development Ordinance as presently adopted and as amended in the future.

(~~125~~126) "Grocery Store" means a retail establishment with a net floor area over 5,000 square feet offering food and other household products.

(~~126~~127) "Gun Range, Indoor" means a Building with facilities for the firing of firearms.

(~~127~~128) "Gun Range, Outdoor" means an outdoor facility for the firing of firearms.

(~~128~~129) "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~~130) "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~~131) "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~~132) "Heavy Trucks" means concrete transport trucks, dump trucks, garbage trucks, log carriers, mobile cranes, refrigerator trucks, tractor trucks, tank trucks, and similar vehicles.

(~~132~~133) "Hip Roof" means a Gable Roof with the ends brought together at the same pitch as the rest of the roof.

(~~133~~134) "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~~135) "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~~136) "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~~137) "Home Preschool" means a preschool program for nonfamily members in an occupied dwelling by residents of that dwelling.

(~~137~~138) "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~~139) "Household Pet" has the meaning set forth in Section 7-2-122.

(~~139~~140) "Incinerator" means a furnace or similar apparatus for burning waste, trash, or garbage.

(~~140~~141) "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~~142) "Instructional Facilities" means indoor facilities used for private Commercial instruction in arts, crafts, physical fitness, or other skills.

(~~142~~143) "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~~144) "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~~145) "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~~146) "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~~147) "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~~148) "Knee Brace" means a diagonal support placed across the angle between a Building overhang or roof and the Building wall.

(~~148~~149) "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~~150) "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~~151) "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~~152) "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~~153) "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~~154) "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~~155) "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~~156) "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~~157) "Lot, Interior" means a Lot other than a Corner Lot.

(~~157~~158) "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~~159) "Lot Split" means the division of property into two legal Lots.

(~~159~~160) "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~~161) "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~~162) "Mansard Roof" means a roof with a steep lower slope and a flatter upper slope on all sides.

(~~162~~163) "Manufacturer of Alcoholic Products" means the same as set forth in the Alcoholic Beverage Control Act.

(~~163~~164) "Manufacturing Zones" means the LI and M zones.

(~~164~~165) "Massage" and "Massage Therapy" mean the same as set forth in the Massage Therapy Practice Act or any amended or successor legislation.

(~~165~~166) "Massage Establishment" means any place where Massage or Massage Therapy is practiced for hire.

(~~166~~167) "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~~168) "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~~169) "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~~170) "Mobile Home Park" means any plot of ground upon which two or more Mobile Homes are located with or without compensation.

(~~170~~171) "Mobile Home Space" means a plot of ground within a Mobile Home Park which is designed for the accommodation of one Mobile Home.

(~~171~~172) "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~~173) "Mobile Home Subdivision" means a residential Subdivision designed to offer Lots under separate Ownership for the placement of Mobile Homes.

(~~173~~174) "Mortuary" means a facility in which dead bodies are prepared for burial or cremation or where funeral services are conducted.

(~~174~~175) "Motorized Outdoor Recreation Equipment" means motorized or commonly motorized equipment used in off-road or recreational activities, including but not limited to boats, snowmobiles, race cars, dune buggies, ATVs, watercraft, and off-road motorcycles.

(~~175~~176) "Movie Theater" means an establishment containing audience seating and at least one screen or facility to view movies.

(~~176~~177) "Moving Truck Rental Business" means an establishment where moving trucks or trailers are stored outside and rented to customers.

(~~177~~178) "Multiple Unit Dwelling" means a Building arranged or designed to provide for more than four Dwelling Units.

(~~178~~179) "Mural" means any mosaic, painting, or graphic art or combination thereof which is professionally applied to a Building; does not contain any brand name, product name, letters of the alphabet spelling or abbreviating the name of any product, company, profession, or business; or any logo, trademark, trade name, or other commercial message.

(~~179~~180) "Natural Drainage Course" means any natural watercourse which is open continuously for the flow of water in a definite direction or course.

(~~180~~181) "Natural Waterways" means those areas along streams, rivers, creeks, gullies, springs, or washes which are natural drainage channels and in which no Buildings are to be constructed.

(~~181~~182) "Neighborhood Grocery" means a retail establishment with 5,000 square feet or less which sells food and other household products, which does not sell motor fuel, and which is closed between the hours of 10:00 P.M. and 6:00 A.M.

(~~182~~183) "Neighborhood Service Establishment" means low impact retail and service Uses which supply frequently purchased necessities with minimal customer travel, including bakeries, bookstores, dry cleaners, hair styling shops, and similar Uses.

(~~183~~184) "Nonconforming Structure" means a Structure that legally existed before its current Zoning designation and, because of subsequent Zoning changes, does not now conform to the Zoning Ordinance's setback, height restrictions, or other regulations that govern the Structure.

(~~184~~185) "Nonconforming Use" means a Use of land that legally existed before its current Zoning designation, has been maintained continuously since the time the Zoning regulation governing the land changed, and because of subsequent Zoning changes does not now conform to the Zoning regulations that now govern the land.

(~~185~~186) "Office, Medical and Dental" means a Building used by physicians, dentists, or similar personnel for the treatment and examination of patients and where no overnight stays occur.

(~~186~~187) "Office, Professional" means a Building used by attorneys, accountants, insurance or real estate agents, and other individuals offering professional services.

(~~187~~188) "Off-Premises Beer Retailer" means a licensed place of business wherein beer is sold in original containers to be consumed off the premises.

(~~188~~189) "Outdoor Waste Management Facility" means any outdoor facility that stores, treats, or processes liquid waste, sludge, or solid waste, including but not limited to human and animal waste and household garbage.

(~~189~~190) "Outside Display of Merchandise" means the outside display of goods in conjunction with an approved retail business.

(~~190~~191) "Outside Storage" means the keeping of any goods, materials, or equipment outside of a Building for more than 24 hours, excluding Vehicle Recycling Facilities, Vehicle Storage Yards, Towing and Impound Yards, and Outside Display of Merchandise.

(~~191~~192) "Overpressure" means a sudden increase in air pressure resulting from an explosion traveling at the speed of sound.

(~~192~~193) "Owner" means the Owner in fee simple of real property as shown in the records of the Salt Lake County Recorder's Office, including both the singular and the plural and including, but not limited to, natural Persons, firms, associations, partnerships, private or public corporations, or any combination thereof.

(~~193~~194) "Package Agency" is as defined in the Alcoholic Beverage Control Act.

(~~194~~195) "Pad Site" means a location for a freestanding Building within a larger Commercial center.

(~~195~~196) "Parapet" means a low wall projecting from the edge of a roof.

(~~196~~197) "Parcel of Land" means a contiguous quantity of land owned by the same Owner.

(~~197~~198) "Parking Lot, Commercial" means an open area, other than a Street, used for parking of five or more automobiles and available for public use, with or without compensation.

(~~198~~199) "Parking Space" means a space within a Building, Lot, or parking lot for the parking or storage of one vehicle.

(~~199~~200) "Parking Structure" means a Building or Structure of more than one level used to store motor vehicles.

(~~200~~201) "Pawnbroker" means any Person who loans money on deposit of personal property or deals in the purchase, exchange, or possession of personal property on condition of selling the same back again to the pledger or depositor, or who loans or advances money on personal property by taking chattel mortgage security thereon and takes or receives such personal property into his possession, and who sells the unredeemed pledges, together with such new merchandise as will facilitate the sale of same, or engages in any substantially similar transaction.

(~~201~~202) "Permanent Cosmetics" means a mark or design made on or under the skin by a process of pricking or ingraining an indelible pigment, dye, or ink in the skin for masking discolorations or cosmetically enhancing facial features which shall follow the natural line of the feature. "Permanent Cosmetics" are limited to eyeliner, eyebrows, and lip coloring procedures.

(~~202~~203) "Permanent Cosmetics Establishment" means an establishment engaging in Permanent Cosmetics licensed in accordance with Title 58, Utah Code Annotated 1953, excluding Tattoo Establishments and Home Occupations.

(~~203~~204) "Permitted Use" means a specific Use authorized in a particular zone which does not require Planning Commission review and approval.

(~~204~~205) "Person" means any individual, firm, trust, partnership, or public or private association or corporation.

(~~205~~206) "Planned Unit Development" means an integrated design for Development of residential, Commercial, or industrial Uses, or a combination of such Uses, in which one or more of the regulations other than the Use regulations of the Zoning district in which the Development is located is waived or varied to allow flexibility in site and Building design and location in accordance with an approved plan and requirements set forth in this Title.

(~~206~~207) "Planning Commission" means the West Valley City Planning Commission.

(~~207~~208) "Porte-cochere" means a porch large enough for automobiles to pass through.

(~~208~~209) "Portico" means a porch or walkway with a roof supported by columns leading to the Entrance of a Building.

(~~209~~210) "Preliminary Plat" means the initial map of a proposed Subdivision.

(~~210~~211) "Primary Facade" means the side of a Building facing the public Street. For Corner Lots, the Street facing side with the primary customer Entrance is the Primary Facade. For residential Buildings designed around a Courtyard or parking area, the side with the primary resident Entrance is the Primary Facade.

(~~211~~212) "Primary Street" is the Street adjacent to a single Frontage Lot. For Corner Lots, the Primary Street is the public Street with the largest Right-of-way width.

(~~212~~213) "Primary Use" means the principal Use for which a property is used.

(~~213~~214) "Protection Strip" means a strip of land bordering a Subdivision or a Street within a Subdivision which serves to bar access of adjacent property Owners to required public improvements installed within the Subdivision until the adjacent Owners share in the cost of said public improvements.

(~~214~~215) "Public Park" means a park, playground, swimming pool, golf course, or athletic field under the control, operation, or management of the State of Utah, a state agency, Salt Lake County, or West Valley City.

(~~215~~216) "Public Utility" means every common carrier, gas corporation, electrical corporation, wholesale electrical cooperative, telecommunications corporation, water cooperative, sewage corporation, heat corporation, or independent energy producer where a service is performed for or a commodity delivered to the general public.

(~~216~~217) "Public Way" means any road, Street, Alley, lane, court, place, viaduct, tunnel, culvert, or bridge laid out or erected as such by the public, dedicated or abandoned to the public, or made such by the Subdivision of real property, including the entire area within the

Right-of-way.

(~~217~~218) "Public Works Department" means the West Valley City Public Works Department.

(~~218~~219) "Quoins" means dressing for Building corners differentiated from the adjoining walls by material, texture, color, size, or projection.

(~~219~~220) "Reasonable Notice" means actual notice or notice that meets the requirements of state law.

(~~220~~221) "Reception Center" means a Building, facility, or Use primarily used to host public or private events, parties, or gatherings, including but not limited to places where patrons dance to live or recorded music or where recorded music is presented by a "DJ" or "disc jockey."

(~~221~~222) "Recreation, Indoor" means an indoor establishment providing the general public with amusement or activities, including but not limited to bowling alleys, laser tag, skating rinks, trampoline parks, or arcades.

(~~222~~223) "Recreation, Outdoor" means an outdoor establishment providing the general public with amusement or activities, including but not limited to miniature golf, batting cages, go-cart tracks, driving ranges, or amusement park rides.

(~~223~~224) "Recreational Vehicle" means any vehicle which is designed to be transported on its own wheels and used as temporary living quarters for travel or vacation purposes, including but not limited to vacation vehicles, truck-campers, tent-trailers, motor homes, and travel trailers.

(~~224~~225) "Recreation Space" means:

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

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

c. Private outdoor space provided only for the use of the residents of the Dwelling Unit

to which it is attached. Examples include private Yards, front porches, patios, balconies, decks and roof decks.

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

(~~225~~226) "Recreational Facility Beer Retailer" means a business that is licensed to sell beer and permit consumption thereof at recreation facilities, that does not sell beer in original containers, and that sells beer only to the ultimate consumer.

(~~226~~227) "Regional Shopping Mall" means a Shopping Center located within 200 feet of Interstate 215 with a combined Building size over 500,000 square feet and a minimum site area of 50 acres.

(~~227~~228) "Religious Institution" means a Building used primarily for religious worship and activities.

(~~228~~229) "Rental Store" means a business that rents furniture, appliances, or electronics to customers.

(~~229~~230) "Residence" means a permanent domicile, dwelling place, or abode.

(~~230~~231) "Residential Zones" means the R-1-4, R-1-6, R-1-7, R-1-8, R-1-10, R-1-12, R-1-20, R-2-6.5, R-2-8, R-4, RB, RE, RM, RMH, RS, and SH zones.

(~~231~~232) "Restaurant" means any place of business where the predominant purpose is the preparation of food and drinks which are served and offered for sale or sold for human consumption on or off the premises.

(~~232~~233) "Restaurant Liquor Retailer" means a Restaurant that maintains a liquor license in accordance with the Alcoholic Beverage Control Act.

(~~233~~234) "Restaurant On-Premises Beer Retailer" means a licensed place of business in connection with a bona fide Restaurant where beer is sold for on-premises consumption and accounts for less than 30 percent of gross revenue.

(~~234~~235) "Retail Anchor" means the major store or stores within a Shopping Center.

(~~235~~236) "Right-of-way" means a public or private strip of land used or intended to be used for a Street, Sidewalk, sanitary or storm sewer, drainage, park strip, or similar Use.

(~~236~~237) "Sanitary Landfill" means a site for solid waste disposal.

(~~237~~238) "School" means an institution satisfying the requirements of public education and having an academic curriculum similar to that offered in public schools, excluding Home Occupations represented as schools. For the purposes of regulations pertaining to sexually oriented businesses, "School" means an institution of learning or instruction primarily catering to minors, whether public or private, which is licensed by the State of Utah.

(~~238~~239) "Secondary Facade" means any side of a Building that is not a Primary Facade and is either visible from a public Right-of-way or has a customer Entrance.

(~~239~~240) "Secondhand Store" means any business which is engaged in the purchase, barter, exchange, or sale of any secondhand merchandise of value or which deals in secondhand goods, excluding businesses dealing in used motor vehicles and trailers and including businesses buying or selling more than five firearms per year.

(~~240~~241) "Self-Storage Facility" means a Building or group of Buildings containing separate, individual, and private storage spaces of varying sizes available for lease or rent.

(~~241~~242) "Shopping Center" means three or more Commercial establishments with at least two of the Commercial establishments being retail establishments built on a site which is planned, developed, operated, and managed as an operating unit.

(~~242~~243) "Sidewalk" means a passageway for pedestrians that excludes motor vehicles.

(~~243~~244) "Single Unit Dwelling" means a Building arranged or designed to have one Dwelling Unit.

(~~244~~245) "Site Plan" means a drawing including all of the following:

a. Date;

b. North arrow and scale;

c. The legal description of the subject property;

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

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

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

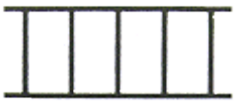
g. Existing and proposed vehicle access, parking stalls, curb, gutter, Sidewalk, vehicle circulation patterns, and curb cuts;

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

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

(~~245~~246) "Small Brewer" means a Brew Restaurant which, in addition to retail sales and on-site consumption, markets beer wholesale in an amount not to exceed 60,000 barrels per year and derives less than 30 percent of gross revenues from beer sales, including but not limited to microbreweries.

(~~246~~247) "Soldier Course Brick Pattern" means a pattern of bricks in which all bricks are laid vertically as illustrated below:



(~~247~~248) "Sound Wall" means a solid concrete or masonry wall constructed adjacent to a Major Arterial Street or Freeway to create a noise and access barrier, excluding hollow core or foam core walls and including walls greater than six feet tall.

(~~248~~249) "Special District" means all entities established under Title 17B, Utah Code Annotated 1953, and any other governmental or quasi-governmental entity that is not a county, municipality, school district, or state agency.

(~~249~~250) "State Store" means the same as set forth in the Alcoholic Beverage Control Act.

(~~250~~251) "Story" means the space within a Building having clear headroom of seven feet or over.

(~~251~~252) "Story, Half" means a Story with at least two of its opposite sides situated under a sloping roof and with a maximum of two-thirds of the floor area of the Story below.

(~~252~~253) "Street" means public Rights-of-way, including highways, avenues, boulevards, parkways, roads, lanes, walks, viaducts, subways, tunnels, bridges, public easements, and other ways.

(~~253~~254) "Structure" means anything constructed or erected on or below the ground, including signs and Billboards but excluding Fences six feet tall or shorter.

(~~254~~255) "Structural Alterations" means any change in supporting members of a Building or Structure, including bearing walls, columns, beams, or girders.

(~~255~~256) "Subdivider" means the Owner of real property proposed to be subdivided, including all successors and assigns.

(~~256~~257) "Subdivision" means the same as set forth in the Utah Municipal Land Use, Development, and Management Act.

(~~257~~258) "Subdivision, Major" is a Subdivision with at least 10 Lots or a Subdivision requiring any new Street or extension of public utilities or facilities.

(~~258~~259) "Subdivision, Minor" means any Subdivision with nine or fewer Lots on which all Lots have Frontage on improved public Streets and which does not create any new Streets.

(~~259~~260) "Survey Monument" means a mark affixed to a permanent object along a line of survey to furnish a survey control.

(~~260~~261) "Swap Meet, Indoor" means property where the Owner, lessee, or licensee rents, lends, or leases portions of a Building to Persons for use as a marketplace to barter, exchange, or sell goods or services and where no walls are erected from floor to ceiling between the majority of individual tenant spaces, including but not limited to flea markets.

(~~261~~262) "Swap Meet, Outdoor" means property where the Owner, lessee, or licensee rents, lends, or leases outdoor space or booths to Persons for use as a marketplace to barter, exchange, or sell goods, including but not limited to flea markets, but excluding Yard or garage sales at Residences.

(~~262~~263) "Tattoo" means a mark or design made on or under the skin by a process of pricking or ingraining an indelible pigment, dye, or ink in the skin, excluding Permanent Cosmetics.

(~~263~~264) "Tattoo Establishment" means any location, place, area, Structure, or business used for the practice or instruction of Tattooing or Body Piercing, excluding Permanent Cosmetics Establishments.

(~~264~~265) "Tavern" means the same as set forth in the Alcoholic Beverage Control Act.

(~~265~~266) "Temporary Land Use" means a Use which is transient or seasonal in nature.

(~~266~~267) "Temporary Nonresidential Building" means a Building incidental to construction work, such as a construction trailer, or a temporary sales office for the sale or lease of Dwelling Units.

(~~267~~268) "Temporary Residential Storage Container" means a fully enclosed Structure without a permanent foundation uniquely designed for short-term storage of household or remodeling goods and for portable use via transport vehicle.

(~~268~~269) "Three Unit Dwelling" means a Building arranged or designed to have only three Dwelling Units under one ownership on one Lot, such as a triplex.

(~~269~~270) "Towing and Impound Yard" means a facility for the temporary storage of vehicles that have been towed, carried, hauled or pushed from property for impoundment, excluding New Automobile Sales, Used Automobile Sales, Automobile Service, Vehicle Recycling Facilities, and Vehicle Storage Yards.

(~~270~~271) "Townhome" means a Dwelling Unit in a row of at least three such units in which each unit has its own front and rear access to the outside, no unit is located over another unit, and each unit is separated from any other unit by one or more vertical walls.

(~~271~~272) "Transportation and Public Ways Ordinance" means the West Valley City Transportation and Public Ways Ordinance as presently adopted and amended in the future.

(~~272~~273) "Truck Transfer Company" means a facility serving as a transfer or storage point for a truck freight line, including associated offices, parking, and maintenance facilities.

(~~273~~274) "Turf Farm Equipment Manufacturing" means a Commercial business engaged in assembling, testing, storing, selling, or repairing equipment, parts, and machinery used exclusively for sod harvesting.

(~~274~~275) "Twin Home" means a Building arranged or designed to have only two Dwelling Units under separate ownership by two Owners which has a common wall along a common Lot line.

(~~275~~276) "Two Unit Dwelling" means a Building arranged or designed to have only two Dwelling Units under one ownership on one Lot, such as a duplex.

(~~276~~277) "Unchartered Financial Service Provider" means any business extending loans, cash advances, short-term credit, rent-to-own services, or any similar financial services, excluding federal and state chartered banks, industrial banks, savings and loan institutions, New and Used Automobile Sales, and credit unions.

(~~277~~278) "Use" means any legal purpose for which a Building, Structure, or tract of land can be designed, arranged, intended, maintained, or occupied or any activity, occupation, business, or operation legally carried on in a Building or Structure or on a tract of land.

(~~278~~279) "Variance" means a device which grants a property Owner relief from certain provisions of the Zoning Ordinance upon the showing set forth in state law and by this Title.

(~~279~~280) "Vehicle Recycling Facility" means the outside storage of or Use of property for a storage yard for operable or inoperable automobiles or trucks, a Junk yard, a salvage yard, or a tow truck or wrecker service, including but not limited to the following:

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

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

(~~280~~281) "Vehicle Storage Yard" means a site where operable vehicles without occupants are stored for compensation for more than 24 hours, excluding New and Used Automobile Sales, Automobile Service, Towing and Impound Yards, and Vehicle Recycling Facilities.

(~~281~~282) "Veterinary Hospital" means a place where Animals are given medical care and the boarding of Animals is limited to short-term, indoor care incidental to the medical Use.

(~~282~~283) "Warehouse" means a Building used primarily for storage of goods and materials.

(~~283~~284) "Water and Sewer Improvement Districts" means the Granger-Hunter Improvement District, the Magna Improvement District, the Taylorsville-Bennion Improvement District, and any other water or sewer improvement district existing or hereafter organized which has jurisdiction over land in the City.

(~~284~~285) "Yard" means a space on a Lot unoccupied and unobstructed from the ground upward by Buildings, except as otherwise provided herein.

(~~285~~286) "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~~287) "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~~288) "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~~289) "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~~290) "Zoning Administrator" means the West Valley City Zoning Administrator as appointed by the City Manager or his or her designee.

(~~290~~291) "Zoning Ordinance" means the West Valley City Zoning Ordinance as presently adopted and amended in the future.

**7-2-127. ARTIFICIAL TURF.**

Artificial turf may be used as Landscaping upon issuance of a permit from the Community Development Department if it complies with all the following standards:

~~(1) Artificial turf shall not be installed in park strips except along those Streets listed in Section 7-10-203.~~

(~~2~~1) Artificial turf shall be at least 20 feet from where lawn is used.

(~~3~~2) Artificial turf shall consist of green lifelike individual blades of grass that emulate natural turf in look and color, have a minimum pile height of one and one-half inches, and have a minimum face weight of 50 ounces per square yard. The minimum pile height for high traffic areas such as playgrounds may be reduced to one and one-quarter inches.

(~~4~~3) Artificial turf shall have a minimum eight-year manufacturer's warranty protecting against color fading and decrease in pile height. The use of indoor or outdoor plastic or nylon carpeting shall be prohibited.

(~~5~~4) Artificial turf shall be properly anchored to ensure that the turf will withstand the effects of wind. All seams shall be nailed and glued, not sewn, and edges shall be trimmed to fit against all regular and irregular edges to resemble a natural look.

(~~6~~5) Artificial turf shall not be installed over grass or other plants. Artificial turf shall also not be installed over dirt that is not covered by a minimum two-inch sub-base layer of aggregate, such as compacted gravel or crushed stone or a similar application designed specifically for artificial turf sub-base. Proper grading, compaction, and drainage shall be provided for all artificial turf installations to prevent excess runoff or pooling of water and artificial turf installations shall have a minimum permeability of 30 inches per hour per square yard.

(~~7~~6) Artificial turf shall be visually level, with the grain pointing in a single direction.

(~~8~~7) A solid barrier device such as a concrete mow strip, sidewalk, driveway, or bender board shall be required to separate artificial turf from planters, live vegetation, and property boundaries.

(~~9~~8) Where artificial turf is installed adjacent to new trees or new shrubs, a minimum two-foot separation between the artificial turf and the tree trunks and shrubs shall be maintained to allow for plant growth.

(~~10~~9) Artificial turf shall be cleaned regularly and maintained in an appropriate and neat manner. It shall be replaced if it is worn, uneven, discolored, or damaged.

**7-7-115. HOME OCCUPATIONS.**

(1) All Home Occupations shall operate in accordance with the following requirements:

a. The outside appearance and architecture of the home shall not be modified to accommodate or promote a Home Occupation.

b. Home Occupations shall be conducted entirely within the home. No storage of merchandise, equipment, supplies, or materials shall occur outside of the home.

c. With the exception of Home Child Care, employees shall not come to the home to work unless said employees reside at the home. For Home Child Care, no more than one employee that does not reside at the home may come to the home to work.

d. Explosive or combustible materials shall not be stored or used in association with a Home Occupation.

e. The Home Occupation shall not disturb the residential character of the neighborhood.

f. Home Occupations shall not be conducted after 10:00 P.M. or before 6:00 A.M.

g. Home Occupations shall not be licensed, approved, or conducted without the written consent of the property Owner.

h. No more than 25 percent of any floor of the home shall be used for the Home Occupation.

i. Garages and Accessory Buildings shall not be used for Home Occupations except for vehicle storage. If a Conditional Use Permit is obtained, other storage may occur in garages and Accessory Buildings if the home retains two parking spaces for residents and the garage is still usable for parking.

j. Home Occupations shall have no more than two customers per hour visiting the residence. If a Conditional Use Permit is obtained, up to six customers per hour may visit the residence.

(2) Vehicles may be used in association with a Home Occupation in accordance with the following requirements:

a. With the exception of Home Child Care, only one vehicle may be used in association with a Home Occupation. For Home Child Care, two vehicles may be used in association with a Home Occupation.

b. The maximum size of a vehicle used in association with a Home Occupation shall be equivalent to a one-ton pickup truck. If a Conditional Use Permit is obtained and the vehicle is screened and parked on private property, a larger commercial vehicle may be used if it is not a Heavy Truck.

c. Vehicles used in association with a Home Occupation must be parked on private property. With the exception of Home Child Care, vehicles shall be parked outside of the required Front Yard setback. For Home Child Care with two vehicles, one vehicle shall be parked outside of the required Front Yard setback and the other vehicle may be parked within the required Front Yard setback on an approved surface.

d. Tow trucks, tanker trucks, box vans, delivery vans, and similar vehicles shall not be stored on site. Such vehicles may be located off site in an approved off-site storage location.

e. One trailer may be used in association with a Home Occupation in accordance with the following standards:

i. The maximum body length of an enclosed trailer is 20 feet. The maximum body length of an open trailer is 16 feet.

ii. Trailers must be garaged or stored on private property and may not be located within the Front Yard setback or, for Corner Lots, in either the Front or Side Yard setback.

iii. Trailers may have one sign covering the lesser of 24 square feet or 30 percent of the side panel of the trailer.

f. Off-Street parking must be sufficient for both the residents of the home and the vehicle and/or trailer used in association with a Home Occupation.

g. Vehicles used in association with a Home Occupation may have a single sign no larger than four square feet.

(3) Sales may be conducted in association with a Home Occupation in accordance with the following requirements:

a. Direct retail sales from display shelves are prohibited.

b. Promotional meetings to sell merchandise, take orders, or conduct similar activities shall not be held more than one day per month.

c. Garage, Basement, or Yard sales shall be conducted a maximum of ~~four~~ three times per year, and each sale must last no more than 72 hours.

(4) Home Child Care may be offered as a Home Occupation in accordance with the following requirements:

a. Only one Home Occupation shall be licensed to conduct Home Child Care per Dwelling Unit.

b. The Home Occupation shall comply with the maximum capacity requirements set forth by state law for a licensed family child care facility.

(5) Home Preschools may be conducted as a Home Occupation in accordance with the following requirements:

a. No more than 10 children shall be present during a session.

b. Sessions shall last no more than four hours.

c. Home Preschools shall conduct no more than two sessions per day. If two sessions are conducted, a break of at least 30 minutes must occur between sessions.

d. Individual children shall not attend more than one session per day.

e. Drop off and parking shall not occur on the Street.

f. If children have access to the Rear Yard area, the Rear Yard shall be fully Fenced with a self-latching gate.

(6) Only the following Home Occupations are allowed:

a. All Uses that are allowed in the RB zone except for Financial Institutions and Veterinary Hospitals.

b. Artist Studios and Neighborhood Service Establishments.

(7) Home Occupations in Accessory Buildings shall be conducted as a Conditional Use in accordance with the following requirements:

a. The Home Occupation conducted in the Accessory Building shall be limited to instructional businesses, such as musical or artistic instruction. The craft, skill, or practice taught must be a permitted Use in the underlying zone.

b. The Accessory Building shall be existing at the time of application and shall not be constructed for the primary purpose of housing the Home Occupation.

c. A maximum of six students per session and three sessions per day shall be observed.

d. Hard surfaced access and off-street parking shall be provided.

e. The Home Occupation shall be entirely located within a legally built and conforming enclosed Structure and shall not encroach into any carport, Garage, patio, breezeway, or Yard space.

f. The Home Occupation shall not displace minimum required parking for the residence.

g. The Home Occupation shall only operate when classes are in session and students are present.

h. A Conditional Use Permit shall be obtained.

**7-11-205. LANDSCAPING AND IRRIGATION.**

Landscaping on Single Unit Dwelling, Twin Home, and Two Unit Dwelling Lots shall comply with the following standards:

(1) Landscaping shall be installed in Front Yards between the front line of the house and the Sidewalk on the entire width of the Lot excluding the driveway. On Corner Lots, Landscaping shall be installed in all areas between the Sidewalk and the side line of the house between the front property line and the rear property line which are visible from the public Right-of-way.

(2) Landscaping shall include at least one tree and a combination of lawn, shrubs or groundcover. Deciduous trees shall be a minimum size of two-inch caliper. Conifer trees shall be at least six feet in height. A minimum of 30 percent of the entire Front Yard shall be live plant material, not including tree canopies. Live plant material percentages are determined by the size of the plant at full growth, not at planting. Groundcover may include vegetative vines, low-spreading shrubs, or annual or perennial flowering or foliage plants, mineral or nonliving organic permeable material, Decorative Dirt, or artificial turf that meets the standards in Section 7-2-127. Mineral groundcover may include such materials as rocks, boulders, gravel, or brick over sand. Artificial turf may be counted toward ~~up to half of~~ the required live plant

material.

(3) At the time the water supply line to a house is installed, the builder shall furnish and install a stop-and-waste valve with an access sleeve and capped mainline to the surface to facilitate future sprinkler system installation. The stop-and-waste valve may also be located inside the home with a mainline extended to the exterior of the foundation wall and capped.

(4) On Lots over one-half acre in size, Landscaping shall only be required on 80 feet of Street Frontage to the depth of the Front Yard setback. On Corner Lots one-half acre or larger, 80 feet of Frontage shall be landscaped on each Street. The 80-foot Frontage may include customary access drives.

(5) In addition to the standards listed above, all new Single Unit Dwellings, Twin Homes, and Two Unit Dwellings shall follow the standards in Section 7-16-104.

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

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

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

WEST VALLEY CITY

_____

MAYOR

ATTEST:

_____

CITY RECORDER

**ZT-4-2023 MINUTES**
**JUNE 14, 2023 PLANNING COMMISSION PUBLIC HEARING**

**ZT-4-2023**
**West Valley City**
**A Zoning Ordinance change to Sections 7-1-103, 7-2-127, 7-7-115, and 7-11-205 to add or modify several landscaping standards relating to decorative dirt, artificial turf, and how minimum landscape percentages are calculated. The proposed changes would also reduce the allowed number of garage, basement, or yard sales from an annual maximum of four to an annual maximum of three.**

Over the past several months the City Council has had many discussions regarding the practices, policies, and ordinances relating to code enforcement. As a result of these discussions, the Council directed staff to make several changes to policies and ordinances that will impact code enforcement. Some of the ordinance changes requested by the Council impact Title 7 which is the City's Zoning Ordinance. These Title 7 changes are the subject of this application and are described below.

Section 7-1-103
This is the definitions section of the Zoning Ordinance. The proposed change to this section adds the following term and definition: "Decorative Dirt" means an earth or earth-like substance free of weeds. Decorative Dirt does not include grass, flowers, flower beds, bushes, trees, bark, gravel, or artificial turf."

Section 7-2-127
This section addresses standards for the use of artificial turf. The proposed change would allow artificial turf to be used in all parkstrips. Artificial turf is currently prohibited in all parkstrips except wider parkstrips along Redwood Road and segments of 5600 West and 3300/3500 South.

Section 7-7-115
This section addresses standards for home occupations. The proposed change would reduce the allowed number of garage, basement, or yard sales from an annual maximum of four to an annual maximum of three.

Section 7-11-205
This section addresses the landscaping and irrigation standards for single unit dwelling, twin home, and two unit dwelling lots. The proposed changes to this section would:

1. require live plant material percentages to be determined by the size of the plant at full growth, not at planting,
2. allow decorative dirt as a groundcover, and
3. allow artificial turf to be counted toward all of the required live plant material.

**Staff Alternatives:**

1. Approval. This application should be approved.

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

3. Denial. This application should be denied.

**Discussion:** Steve Pastorik presented the application. Commissioner McEwen asked if this application would allow the front yard to be 100% artificial turf. Steve said that is correct; they would also be required to add one tree.

Commissioner Lovato pointed out that compost could be considered decorative dirt. He asked what would be regarded as decorative dirt. Steve reviewed the proposed definition. He mentioned that mulch, rock, or bark would be allowed as an acceptable groudcover, but the main idea is it would need to be weed-free.

Commissioner McEwen asked how they could approve the application but not the decorative dirt. Steve explained that the Commission could approve the proposal, recommending that decorative dirt is not to be used as ground cover.

Commissioner McEwen said he does not see decorative dirt qualifying as ground cover. He stated that the residents already have many complaints regarding the dirt blowing onto their property from construction sites. Commissioner McEwen noted that adding more dirt would be more problematic. He pointed out another issue would be that residents are not following the rules related to artificial turf, which would create more work for Code Enforcement.

Commissioner Wood agrees with Commissioner McEwen. She stated that using decorative dirt as ground cover eventually becomes unsightly. She asked if plants would need to be added. Steve said they would still be required to add live plant material to the ground cover.

Chair Fuller said that the Council is probably trying to find a way to conserve water. Commissioner Woodruff stated that if the City wants to conserve water, they will look into our density requirements and other factors outlined in the Zoning Ordinance.

Commissioner Wood asked what would happen if they didn't approve this application. Steve explained that it would go before the Council with their recommendation.

**Motion:** Commissioner McEwen motioned to deny ZT-4-2023.

Commissioner Wood seconded the motion.

| | | |
|---|---|---|
| **Vote:** | Chair Fuller | Yes |
| | Commissioner Lovato | Yes |
| | Commissioner McEwen | Yes |
| | Commissioner Wood | Yes |
| | Commissioner Woodruff | Yes |

**Unanimously – ZT-4-2023 – Denied**

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

**Budget Opening Required:** ☐

**ISSUE:**

Application: #GPZ-3-2023
Applicant: Russell Platt
Location: 4301 West 4570 South
Size: 1.53 acres

**SYNOPSIS:**

A General Plan change from Large Lot Residential (2 to 3 units/acre) to Low Density Residential (3 to 4 units/acre) and a zone change from A (Agriculture, minimum lot size ½ acre) to R-1-8 (Single Unit Dwelling Residential, minimum lot size 8,000 square feet).

**BACKGROUND:**

The subject property includes part of a home that was built in 1977 along with a few accessory buildings. According to the applicant, he would like to subdivide the property, along with property to the north, into four new building lots. The east portion of the property would be merged with the adjoining parcel to the east for the existing home.

A development agreement is required for this project. Section 7-11-213 of the West Valley City Zoning Ordinance states: "All new Subdivisions involving a rezone of property, or a PUD, shall participate in a Development Agreement that addresses housing size, quality, exterior finish materials, Streetscapes, Landscaping, etc." For the development agreement, the applicant is proposing to use the same housing standards that were in place up until July of 2021.

**RECOMMENDATION:**

The Planning Commission recommends approval subject to a development agreement.

**SUBMITTED BY:**

Steve Pastorik, Community Development Director

**WEST VALLEY CITY, UTAH**

**ORDINANCE NO._____**

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

**AN ORDINANCE AMENDING THE GENERAL PLAN TO SHOW A CHANGE OF LAND USE FROM LARGE LOT RESIDENTIAL (2 TO 3 UNITS/ACRE) TO LOW DENSITY RESIDENTIAL (3 TO 4 UNITS/ACRE) FOR PROPERTY LOCATED AT 4301 WEST 4570 SOUTH ON 1.53 ACRES.**

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

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

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

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

**SECTION 1. GENERAL PLAN AMENDMENT.**

The property described in Application #GPZ-3-2023, filed by Russell Platt, and located at 4301 West 4570 South within West Valley City, is hereby amended by reclassifying the following described property from Large Lot Residential (2 to 3 units/acre) to Low Density Residential (3 to 4 units/acre). Said property is more particularly described as follows:

Parcel #: 21-06-453-031

**SECTION 2. GENERAL PLAN MAP AMENDMENT.**

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

**SECTION 3. EFFECTIVE DATE.**

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

**DATED** this _____ day of _____, 2023.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

**WEST VALLEY CITY, UTAH**

**ORDINANCE NO. _____**

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

**AN ORDINANCE AMENDING THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED AT 4301 WEST 4570 SOUTH ON 1.53 ACRES FROM A (AGRICULTURE, MINIMUM LOT SIZE ½ ACRE) TO R-1-8 (SINGLE UNIT DWELLING RESIDENTIAL, MINIMUM LOT SIZE 8,000 SQUARE FEET)**

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

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

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

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

**SECTION 1. ZONING CHANGE.**

The property described in Application #GPZ-3-2023, filed by Russell Platt, and located at 4301 West 4570 South within West Valley City, is hereby classified from zone A (Agriculture, minimum lot size ½ acre) to R-1-8 (Single Unit Dwelling Residential, minimum lot size 8,000 square feet), said property more particularly described as follows:

Parcel #: 21-06-453-031

**SECTION 2. ZONING MAP AMENDMENT.**

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

**SECTION 3. EFFECTIVE DATE.**

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

**DATED** this _____ day of _____, 2023.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

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

**ISSUE:**

A resolution authorizing the City to enter into a development agreement with Nhu Y Enterprise, LLC.

**SYNOPSIS:**

This resolution authorizes a development agreement between the City and Nhu Y Enterprise to establish minimum standards for a subdivision at 4301 West 4570 South.

**BACKGROUND:**

Russell Platt, acting as the authorized agent for Nhu Y Enterprise, LLC, has submitted a General Plan/zone change application (GPZ-3-2023) on 1.53 acres to change the General Plan from Large Lot Residential (2 to 3 units/acre) to Low Density Residential (3 to 4 units/acre) and the zoning from A (Agriculture, minimum lot size ½ acre) to R-1-8 (Single Unit Dwelling Residential, minimum lot size 8,000 square feet). The Planning Commission recommended approval of the zone change subject to a development agreement.

The proposed development agreement addresses the standards to be used for the four new homes.

**RECOMMENDATION:**

The Planning Commission recommends approval to the City Council.

**SUBMITTED BY:**

Steve Pastorik, Community Development Director

**WEST VALLEY CITY, UTAH**

**RESOLUTION NO. _____**

**A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A DEVELOPMENT AGREEMENT WITH NHU Y ENTERPRISE, LLC FOR APPROXIMATELY 1.53 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 4301 WEST 4570 SOUTH.**

**WHEREAS**, Nhu Y Enterprise, LLC (herein "Developer") owns real property within the limits of West Valley City, Utah, on which Developer proposes to develop a residential project (herein the "Project"); and

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

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

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

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

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

## DEVELOPMENT AGREEMENT

**THIS DEVELOPMENT AGREEMENT** (herein the "Agreement") is entered into this _____ day of _____, 20____, by and between Nhu Y Enterprise, LLC, a Utah limited liability company, (herein "Developer") for the land to be included in or affected by the project located at approximately 4301 West 4570 South in West Valley City, Utah, and West Valley City, a municipal corporation and political subdivision of the State of Utah (herein the "City").

## RECITALS

**WHEREAS**, Developer owns or is under contract to acquire approximately 1.53 acres of real property located at approximately 4301 West 4570 South in West Valley City, Utah, as described in Exhibit "A" (the "Property"), on which Developer proposes to establish minimum standards for a new residential development (the "Project"); and

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

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

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

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

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

2. **Reserved Legislative Powers**. Nothing in this Agreement shall limit the future exercise of police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space, and related land-use plans, policies, ordinances and regulations after the date of this Agreement, provided that the adoption and exercise of such power shall not restrict Developer's vested rights to develop the Project as provided herein. This Agreement is not intended to and does not bind the West Valley City Council in the independent exercise of its legislative discretion with respect to such zoning regulations.

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

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

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

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

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

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

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

| | |
|---|---|
| TO DEVELOPER: | Nhu Y Enterprise, LLC<br>818 North Sandhurst Dr.<br>Salt Lake City, UT 84103 |
| TO CITY: | West Valley City<br>Wayne Pyle, City Manager<br>3600 Constitution Blvd.<br>West Valley City, Utah 84119 |
| WITH A COPY TO: | West Valley City Attorney's Office<br>Attn: Brandon Hill<br>3600 Constitution Blvd.<br>West Valley City, Utah 84119 |

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

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

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

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

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

**WEST VALLEY CITY**

_____
MAYOR

ATTEST:

_____
CITY RECORDER

APPROVED AS TO FORM
WVC Attorney's Office

By: _____

Date: _____

**DEVELOPER**

By:_____

Its: _____

State of _____)
:ss
County of _____)

On this _____ day of _____, 20___, personally appeared before me_____, whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and affirmed that he or she is the _____of Nhu Y Enterprise, LLC, a Utah limited liability company, and that said document was signed by him or her in behalf of said limited liability company by authority of its members or articles of organization, and he or she acknowledged to me that said entity executed the same.

_____
No tary Pu b lic

**EXHIBIT A**

**LEGAL DESCRIPTION**

Parcel #: 21-06-453-031
BEG S 00º02'26" W 5.35 FT FR NW COR OF SW 1/4 OF SE 1/4 SEC 06, T2S, R1W, SLM; NE'LY ALG ARC OF 360.00 FT RADIUS CURVE L62.08 FT (CHD N 85º06'39" E 62.00 FT); S 89º56'20" E 270.24 FT; S 00º02'26" W 223.22; N 74º13'54" W 24.47 FT; N 76º54'48" W 64.75 FT; N 83º04'38" W 67.36 FT; S 89º40'04" W 70.96 FT; S 83º12'11" W 49.16 FT; S 82º06'25" W 59.31 FT; N 00º02'26" E 203.17 FT TO BEG. 1.53 ACRES.

## EXHIBIT B

## DEVELOPMENT STANDARDS

All homes within the subdivision shall meet the standards outlined below:

**BUILDING MATERIALS.**

(1) All exterior materials shall be 100% masonry. For the purposes of this Section, masonry shall only include brick, stone, and fiber cement siding. Thin brick, brick veneer panels, stone veneer panels and stucco are not allowed. Fiber cement siding shall not constitute more than 75% of the exterior material and the remaining 25% must be either brick or stone. All exterior materials shall be installed in a professional workmanlike manner and be guaranteed to be maintenance-free for at least 10 years. Finishes upon exterior materials shall be guaranteed maintenance-free for a minimum of five years. Materials or finishes without such guarantees shall not be permitted. Guarantees shall be in writing from the manufacturer.

(2) Each dwelling shall have a site-built concrete, all-weather wood, or masonry foundation around the entire perimeter with interior supports as necessary to meet applicable building codes. The dwelling shall be permanently tied to the foundation system in accordance with applicable building codes.

**ROOF DESIGN AND MATERIALS.**

The roof of each dwelling shall have a minimum pitch of 6:12. At non-gable ends of the roof there shall be an overhang at the eaves of not less than 12 inches inclusive of rain gutters. For homes with cantilevered rooms, 60 percent of the total eave length of the home shall have an overhang of not less than 12 inches. The roof overhang shall be measured perpendicular to the vertical side of the dwelling. Laminated architectural shingles are required. Unfinished galvanized steel, tar, or aluminum roofing shall not be permitted. These pitch and overhang provisions shall not apply to porch covers, bay windows, or similar appendages.

**MINIMUM DEPTH AND AREAS.**

(1) Each dwelling shall be not less than 20 feet in depth at the narrowest point. The depth shall be considered to be the lesser of the two primary dimensions of the dwelling exclusive of Attached garages, bay windows, room additions, or other similar appendages.

(2) The minimum square footage of finished, above-ground, habitable floor space for homes with at least a three-quarter Basement shall be 2,000 square feet for ramblers and 3,000 square feet for two Story or multi-level homes, not including the garage. The minimum square footage of finished, above-ground, habitable floor space for homes without Basements shall be 2,500 square feet for ramblers and 3,500 square feet for two Story or multi-level homes, not including the garage.

**DESIGN VARIATION.**

In reviewing the construction and siting of homes in an approved Subdivision, variation in exterior design and setback distance shall be required as outlined below:

(1) In order to insure exterior design variation, the same or very similar exterior design, as determined by the City, shall not be allowed on adjacent Lots, except in the case of Twin Homes, where connected units may be the same.

(2) In order to insure variation in Front Yard setbacks, no more than two homes on adjacent Lots shall be built at the same setback. The minimum front setback may be reduced for main Buildings, but not for garages; however, the average front setback for all Lots in the Subdivision shall not be less than the minimum front setback allowed in the zone. The minimum offset between homes shall be not less than five feet and the minimum front setback on any Lot shall be not less than 23 feet. This requirement shall not apply to Lots where the entire front property line is a curve with a radius of 100 feet or less. This subsection (2) shall not apply in the RE zone.

(3) Any sides of a home facing a Street, consisting of one material, shall include distinctive features intended to add significant variety and interest to the exterior surfaces of the home, such as pop-outs on windows, bay windows, Quoins, color variations, texture changes or brick/stone decorative elements, etc.

**GARAGE REQUIRED.**

A 3 car garage is required, except that a 2 car garage is permissible when there is a 20' Side Yard setback adjacent to the garage and either the 2 car garage is side loaded or the Basement of the dwelling with at least a three-quarter Basement is finished. The minimum interior dimensions of a garage shall be 20 feet by 30 feet for a 3 car garage and 20 feet by 20 feet for a 2 car garage. Occupancy of the home shall not be permitted without the garage being completed. Where the garage is Attached to the home and the garage door is facing the Street, the width of the front of the house excluding the garage shall be at least 18' for ramblers and 15' for multi-levels.

**DESIGN TREATMENTS.**

(1) All dwellings must have at least one main (front) Entrance consisting of a concrete stoop, landing, and (if necessary) steps and additional landings which provide direct access to Grade.

(2) New dwellings shall be oriented toward the Street. The primary architectural Façade and front door shall be facing the Street.

(3) All dwellings shall apply the point system enumerated below in Table 1 to the design of the home. The combination of different features shall equal or exceed 250 points for a rambler plan and 300 points for all other types of plans. Each dwelling shall include at least

one feature from each of the following categories in Table 1: 1) Roofing Treatments; 2) Relief Treatments; 3) Material Selections for the Entire House; 4) Entry Features; 5) Garage Treatments; and 6) Windows.

a. If the point value of the items selected from each of the first six categories does not meet the minimum number of points required for the type of home to be constructed as set forth in this Section, other features shall be added to increase the number of points equal to or above the minimum required for the type of home to be constructed.

b. For homes with a side or rear Façade that faces a Street, architectural features, which total at least 70 points from Table 2, shall be applied to all Street facing Façades other than the front.

i. In the process of choosing architectural features from Table 2 to include on Street facing Façades, each home shall include at least one feature each from categories 2) Roofing Treatments and 3) Design Treatments.

ii. If the point value of the items selected from each of the last two categories does not meet the minimum required, other features shall be added to increase the number of points equal to or above the minimum required.

**Table 1.**

| **1. Roofing Treatments (must use at least one)** | **Points** |
|---|---|
| A. Dominant roof pitch of not less than 6:12 | 0 |
| B. Laminated architectural shingles that simulate the depth of wood over the entire roof | 0 |
| C. Two or more gable ends on front elevation | 20 |
| D. Dormer windows on front elevation | 20 |
| E. Hip style roof on at least two ends or two or more roof planes/levels on front elevation | 30 |
| **2. Relief Treatments (must use at least one)** | **Points** |
| A. At least one foundation jog (not including the garage) on the front elevation | 30 |
| B. Bay or box window or other projection that is not part of the foundation on the front elevation | 20 |
| C. At least one cantilevered living area on the front elevation | 20 |
| D. Covered front porch that extends across less than 30% of the entire length of the front of the house and is at least 5' deep with no less than 50 sq. ft. of usable, unobstructed space | 30 |
| E. Covered front porch that extends across at least 30% of the entire length of the front of the house and is at least 5' deep with no less than 60 sq. ft. of usable, unobstructed space. | 50 |
| **3. Material Selections for the Entire House (must use one)** | **Points** |
| A. A brick or stone wainscot on the front elevation at least 30 inches high having a return of 24 inches around the front corners of the dwelling, with the remainder of the home in fiber | 30 |

| | |
|---|---|
| cement siding, including accent trim, which is a complementary but different color from the primary house color, around all windows and doors. | |
| B. A brick or stone wainscot of at least 30 inches high on the front and sides of the dwelling with the remainder of the home in fiber cement siding including accent trim, which is a complementary but different color from the primary house color, around all windows and doors. | 40 |
| C. A brick or stone wainscot on the front elevation and brick or stone extending to the roof line on at least one portion of the front. Fiber cement siding on the remaining exterior of the home including accent trim, which is a complementary but different color from the primary house color, around all windows and doors. | 50 |
| D. Full brick or stone on the front elevation with brick or stone wainscot on the side elevations with the remainder of the home in fiber cement siding including accent trim, which is a complementary but different color from the primary house color around all windows and doors. | 70 |
| E. 100% brick exterior | 120 |
| **4. Entry Features (must use one)** | **Points** |
| A. Covered entry with columns having a minimum size of 1' x 1' for the bottom half of the column | 15 |
| B. Covered front porch that extends across less than 30% of the entire length of the front of the house and is at least 5' deep with no less than 50 sq. ft. of usable, unobstructed space | 0 |
| C. Covered front porch that extends across at least 30% of the entire length of the front of the house and is at least 5' deep with no less than 60 sq. ft. of usable, unobstructed space | 0 |
| **5. Garage Treatments (must use at least one)** | **Points** |
| A. Front of garage located at least 5' behind front face of home | 40 |
| B. The width of the front of the house excluding the garage is at least 18' for ramblers and 15' for multi-levels | 0 |
| C. Side entry garage | 40 |
| D. Three car garage where one of the spaces is located at least 1.5' behind the other two garage spaces (may not be used in combination with item E) | 60 |
| E. Three car garage (may not be used in combination with item D) | 40 |
| F. Detached or Alley loaded garage in the Rear Yard | 40 |
| G. Usable open space with a trellis or roof (covered porch) above the garage extending to or beyond the front face of the garage | 40 |
| H. Garage flush with the front of the house or located less than 5' behind front of home | 20 |
| **6. Windows (must use at least one)** | **Points** |
| A. One or more non-rectangular (round, oval, arched, etc.) windows used on the front elevation not including any window used to meet items C, E or F below. | 5 each, maximum of 10 points |
| B. Windows of any size used on the front elevation (does not include any windows used to meet items C, E or F below). | 5 each, maximum of 40 points |

| | |
|---|---|
| C. Accent window over the entry area | 5 |
| D. Decorative window shutters on front elevation. | 5 per set of shutters, maximum of 20 points |
| E. 12” or wider sidelight to expand the size of the entry | 5 |
| F. Windows in the garage door | 10 |
| G. At least two windows on front elevation have a pattern or design (grid) | 10 |
| H. All windows on the front elevation have either a header, sill or trim with depth (If trim is used, it may not be used in combination with items 3A, B, C or E above) | 10 |
| **7. Additional Design Selections** | **Points** |
| A. Precast Quoins on at least two corners on front elevation | 10 |
| B. Precast keystones (at least two on front elevation) | 10 |
| C. Knee Braces on at least the front elevation | 10 |
| D. Change of color on exterior materials (excluding doors, shutters, trim, roof material or material changes) | 10 |
| E. Exposed joists on at least the front elevation | 10 |
| F. Fiber cement siding with a highly visible texture or pattern (examples include “fish scale” and “shingle”) on front elevation | 20 |
| G. Siding applied horizontally and vertically on front elevation | 20 |
| H. Gable returns on front elevation | 20 |
| I. Porch and/or front stairway has a decorative railing | 10 |
| J. Decorative vent (must include either a pop-out or trim around the vent). | 5 per vent, maximum of 15 points |
| K. 6” or larger, decorative roof facia | 10 |
| L. 100 sq. ft. above the minimum required areas of 2,000 sq. ft. for ramblers and 3,000 sq. ft. for multi-levels (homes without Basements do not qualify for this item). | 10 points per 100 square feet over minimum, maximum of 40 points |

**Table 2.**

| **1. Relief Treatments** | **Points** |
|---|---|
| A. At least one foundation jog that is at least 10' long and is no more than 20' deep | 40 |
| B. Bay or box window or other projection that is not part of the foundation | 30 |
| C. At least one cantilevered living area | 30 |
| **2. Roof Treatments (must use at least one)** | **Points** |
| A. A minimum 6” overhang at the eaves on gable ends | 10 |
| B. Dutch hip on a gable end | 10 |
| C. Hip Roof instead of a gable end | 20 |
| D. One or more gables on rear Façades | 20 |
| E. Two or more gables on side Façades | 10 |
| F. One cross gable on side Façades | 10 |
| G. Two cross gables on side Façades | 20 |
| **3. Design Treatments (must use at least one)** | **Points** |
| A. One or more windows that are at least 3 sq. ft. each in area (does not include windows in garage doors, bay windows, box windows or windows that are in or partially in window wells). | 10 per window, maximum of 50 points |
| B. Trim around each window for homes with fiber cement exteriors | 10 |
| C. Decorative vent (oval, octagonal, or arched) | 10 |
| D. Decorative window shutters | 10 |
| E. Precast Quoins on at least two corners | 10 |
| F. Precast keystones | 10 |
| G. Knee Braces | 10 |
| H. Change of color on exterior materials applied to at least 20% of the Façade (excluding doors, shutters, trim, roof material or material changes) | 10 |
| I. Change of material (i.e. brick or stone wainscot) applied to at least 15% of the Façade | 30 |
| J. Exposed joists | 10 |
| K. Fiber cement siding with a highly visible texture or pattern (examples include “fish scale” and “shingle”) applied to at least 15% of the Façade | 10 |
| L. A 6' solid visual barrier Fence that extends across at least 50% of the length of the Façade where the base of the home is no higher than 2' from the base of the Fence. | 20 |
| M. For side Façades, a front porch that extends to the Street facing side Façade | 10 |

Russell Platt has submitted a General Plan/zone change application for a 1.53-acre parcel located at 4301 West 4570 South. The property is currently zoned A (Agriculture, minimum lot size ½ acre) with a General Plan designation of Large Lot Residential (2 to 3 units/acre). The proposed zone is R-1-8 (Single Unit Dwelling Residential, minimum lot size 8,000 sq. ft.) and the proposed General Plan designation is Low Density Residential (3 to 4 units/acre). As a reminder, City ordinance only allows zone changes to R-1-8 on properties less than 2 acres.

Surrounding zones include R-1-8 to the north, south, and west and A to the east. The property is surrounded by single unit dwellings.

**Development Proposal**

The subject property includes part of a home that was built in 1977 along with a few accessory buildings. According to the applicant, he would like to subdivide the property, along with property to the north, into four new building lots. The east portion of the property would be merged with the adjoining parcel to the east for the existing home.

**Development Agreement**

A development agreement is required for this project. Section 7-11-213 of the West Valley City Zoning Ordinance states: "All new Subdivisions involving a rezone of property, or a PUD, shall participate in a Development Agreement that addresses housing size, quality, exterior finish materials, Streetscapes, Landscaping, etc." For the development agreement, the applicant is proposing to use the same housing standards that were in place up until July of 2021 when the City amended the zoning ordinance to comply with limitations to housing standards imposed by the State legislature.

**Staff Alternatives**:

- Approval. This application should be approved subject to a development agreement that includes the standards proposed by the applicant.

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

- Denial. This application should be denied. A larger lot zone like R-1-12 or RE would comply with the existing General Plan designation.

**Discussion:** Steve Pastorik presented the application. Commissioner McEwen asked why the existing property line runs through the existing home. Steve said he is not familiar with the history of this property, but it is set up that way currently. Commissioner McEwen said wouldn't it be easier if the applicant was to propose adjusting the

property line, so it encompasses the entire development? Steve explained that if this proposal moves forward, the intent would be to join a portion of the subject property with the property to the east.

Chair Fuller asked if those lots would be zoned R-1-8. Steve stated the property in question would be zoned R-1-8, but the property to the east would be zoned A.

Commissioner McEwen said he doesn't understand why they would have two different zones within the same subdivision. Steve explained that the concept plan he presented does not include engineering, so that the concept could be adjusted for drainage. He noted that the applicant could speak to that question also.

Russell Platt, the applicant, said he is unsure how the previous owner could obtain a building permit to build the existing home on the boundary line. He noted that Steve Lehman, Current Planning Manager, pointed out that the proposed development is a great way to move the boundary line. Mr. Platt stated that he is excited to have the opportunity to enhance this neighborhood.

Commissioner McEwen asked why they would need access to the property from the cul-de-sac and the east side. Mr. Platt explained that they are still determining how they will develop the east side of the property. He stated they would need second access if they were to develop the other side similarly.

Rae Anderson said that she lives across the street from the subject property. She stated that she is concerned about the increase in residents related to the proposed subdivision. Mrs. Anderson noted that there would be a negative impact on their water and sewer. She said it would increase the amount of traffic and taxes.

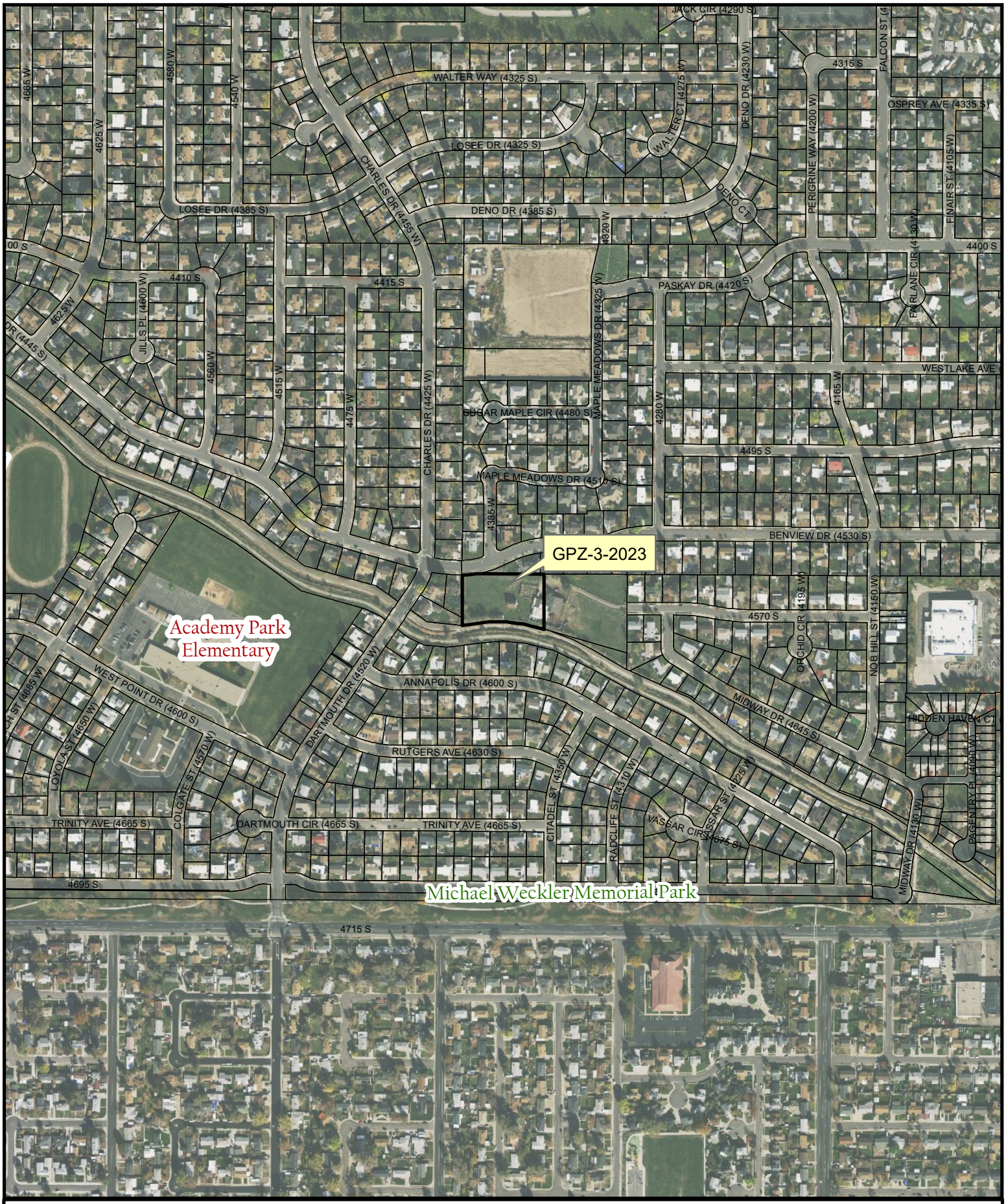
Commissioner Woodruff asked Steve how many additional lots would be added if this project was approved. Steve said there would be four additional lots. Commissioner Woodruff said that Mr. Platt had found a great way to utilize this property, given it is difficult to develop.

**Motion:** Commissioner McEwen motioned to approve GPZ-3-2023. This application should be approved subject to a development agreement that includes the standards proposed by the applicant.

Commissioner Woodruff seconded the motion.

| | | |
|---|---|---|
| **Vote:** | Chair Fuller | Yes |
| | Commissioner Lovato | Yes |
| | Commissioner McEwen | Yes |
| | Commissioner Wood | Yes |
| | Commissioner Woodruff | Yes |

**Unanimously – GPZ-3-2023 – Approved**




GPZ-3-2023
Russell Platt
4301 West 4570 South

**GPZ-3-2023**

Petition by RUSSELL PLATT requesting a General Plan change from Large Lot Residential (2 to 3 units/acre) to Low Density Residential (3 to 4 units/acre) and a zone change from A (Agriculture, minimum lot size ½ acre) to R-1-8 (Single Unit Dwelling Residential, minimum lot size 8,000 square feet). The property is located at 4301 West 4570 South on 1.53 acre. (Staff – Steve Pastorik at 801-963-3545 or steve.pastorik@wvc-ut.gov)



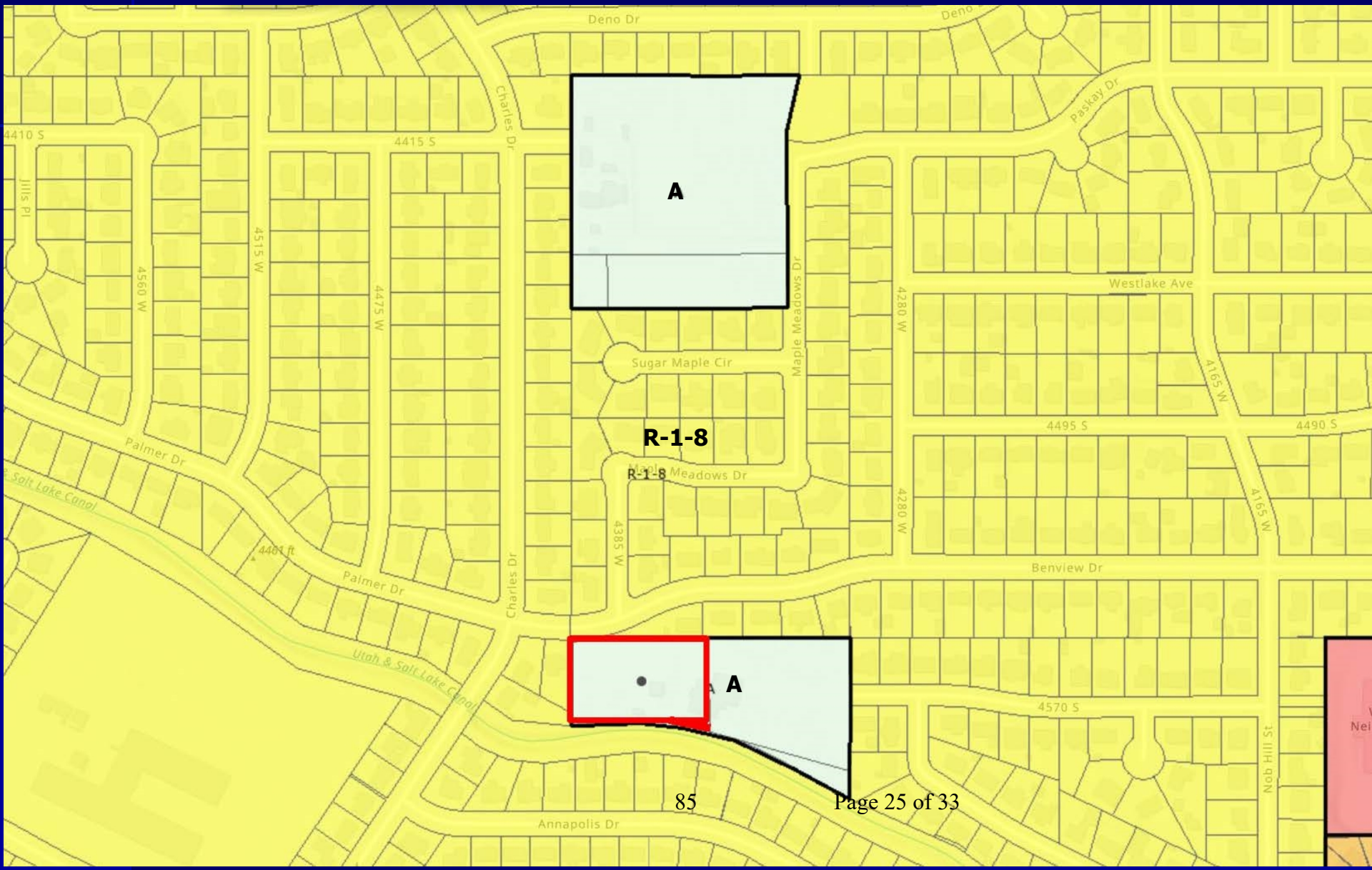
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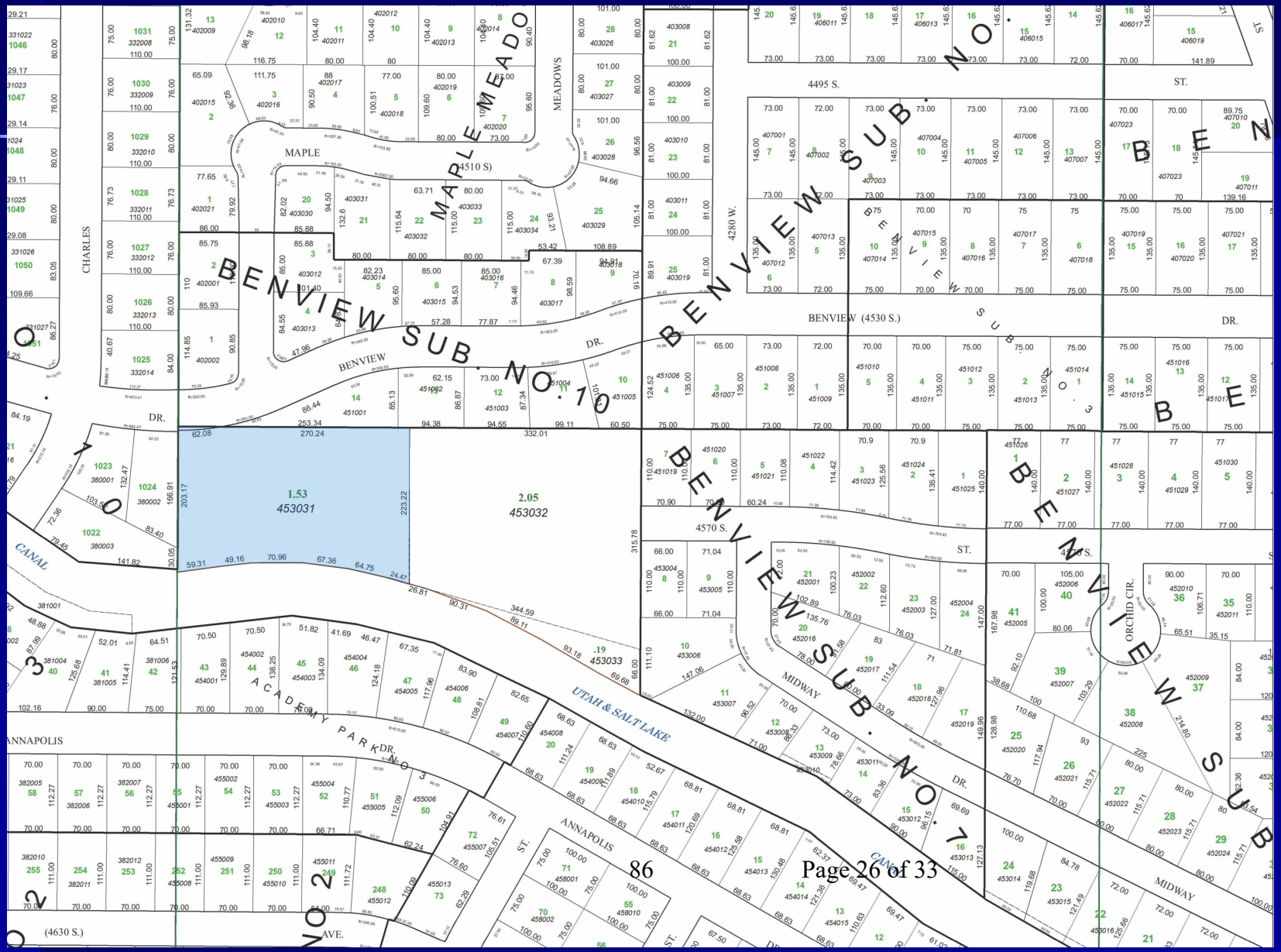
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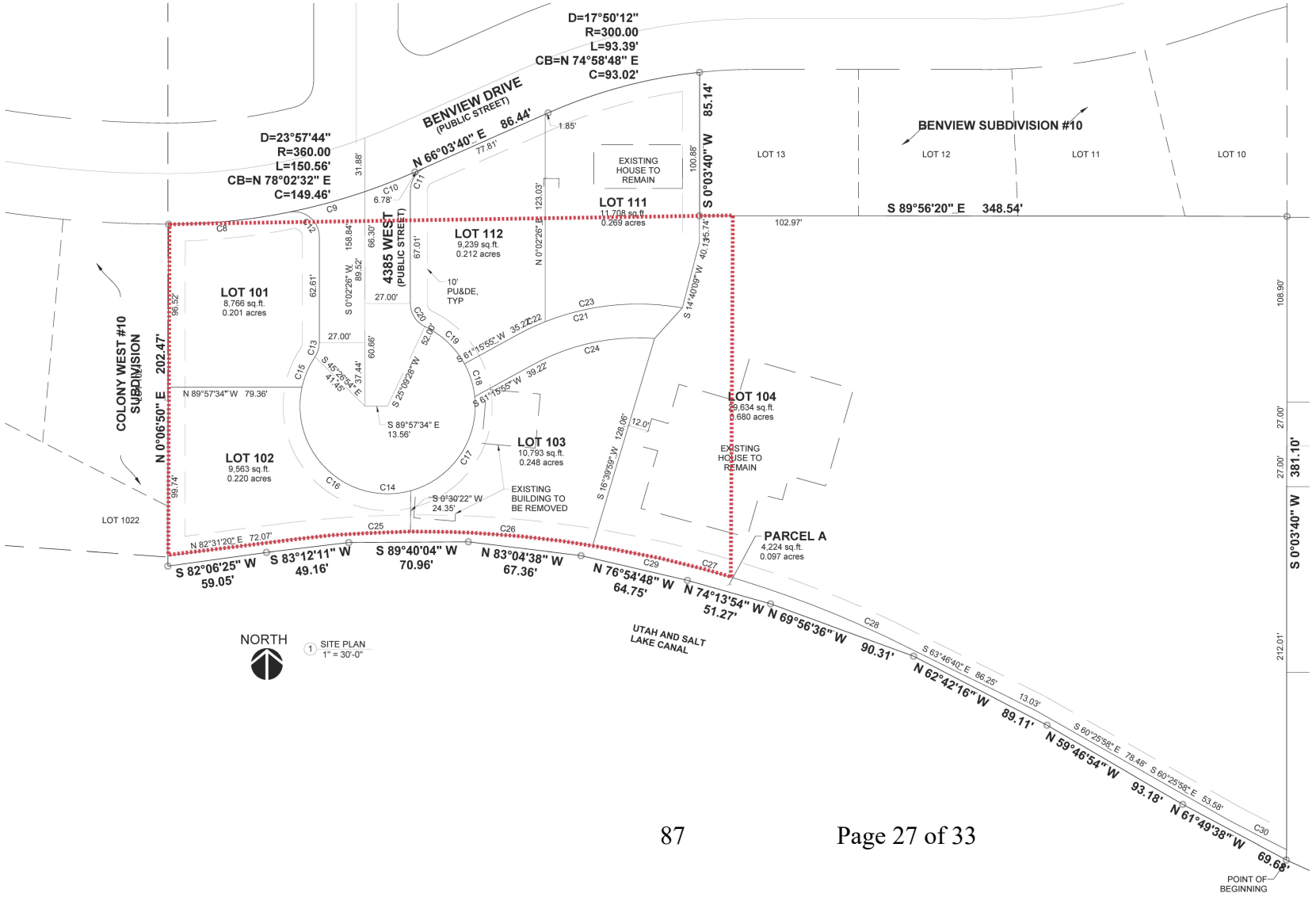
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**Item:** _____
**Fiscal Impact:** N/A
**Funding Source:** N/A
**Account #:** N/A
**Neighborhood:** Lynnwood Acres

**Budget Opening Required:** ☐

**ISSUE:**

Application: #GPZ-4-2023
Applicant: Maria Dubon
Location: 4344 and 4358 West 3500 South
Size: 0.7 acres

**SYNOPSIS:**

A General Plan change from Large Lot Residential (2 to 3 units/acre) to General Commercial and a zone change from A (Agriculture, minimum lot size ½ acre) to C-2 (General Commercial).

**BACKGROUND:**

The west parcel includes a rental home built in 1937 and the east parcel includes a home built in 1941 that was converted into a commercial building. If this application is approved, the applicant plans to demolish the existing buildings and build a new restaurant on the subject property. The restaurant development would use about 2/3rds of the 1.85-acre total area. Included with this report is a concept plan, building elevations, and a floor plan for the proposed restaurant which would include a drive-thru.

If this application is approved, the requirements in Section 7-7-111 would apply to the neighboring residential property lines. These requirements include the following:

> "Where Fast Food Establishments with drive-up windows are located adjacent to a Residential Zone or Use, the order board, speakers, and pick-up window shall be located at least 50' from the nearest residential property line and any sound emitting from the order board, speakers, and pickup window shall not be audible from the nearest residential property line between 10 PM and 7 AM."

**RECOMMENDATION:**

The Planning Commission recommends approval subject to a development agreement.

**SUBMITTED BY:**

Steve Pastorik, Community Development Director

**WEST VALLEY CITY, UTAH**

**ORDINANCE NO._____**

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

**AN ORDINANCE AMENDING THE GENERAL PLAN TO SHOW A CHANGE OF LAND USE FROM LARGE LOT RESIDENTIAL (2 TO 3 UNITS/ACRE) TO GENERAL COMMERCIAL FOR PROPERTY LOCATED AT 4344 AND 4358 WEST 3500 SOUTH ON 0.7 ACRES.**

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

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

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

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

**SECTION 1. GENERAL PLAN AMENDMENT.**

The property described in Application #GPZ-4-2023, filed by Maria Dubon, and located at 4344 and 4358 West 3500 South within West Valley City, is hereby amended by reclassifying the following described property from Large Lot Residential (2 to 3 units/acre) to General Commercial. Said property is more particularly described as follows:

Portions of Parcel #s: 15-30-451-029 and 15-30-451-030:
A TRACT OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS NORTH 89°56'54" EAST ALONG THE SECTION LINE A DISTANCE OF 239.82 FEET AND NORTH 40.00 FEET FROM THE SOUTH QUARTER OF SECTION 30, TOWNSHIP 1 SOUTH, RANGE 1

WEST, SALT LAKE BASE & MERIDIAN, SAID POINT ALSO BEING ON THE NORTH RIGHT-OF-WAY LINE OF 3500 SOUTH STREET, AND RUNNING THENCE NORTH 00°15'35" WEST 435.00 FEET; THENCE NORTH 89°44'25" EAST 127.00 FEET; THENCE SOUTH 00°15'35" EAST 442.46 FEET TO SAID NORTH RIGHT-OF-WAY LINE; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES, 1) SOUTH 89°56'54" WEST 60.00 FEET, 2) NORTH 00°15'35" WEST 7.00 FEET, 3) SOUTH 89°56'54" WEST 67.00 FEET TO THE POINT OF BEGINNING.

**SECTION 2. GENERAL PLAN MAP AMENDMENT.**

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

**SECTION 3. EFFECTIVE DATE.**

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

**DATED** this _____ day of _____, 2023.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

**WEST VALLEY CITY, UTAH**

**ORDINANCE NO. _____**

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

**AN ORDINANCE AMENDING THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED AT 4344 AND 4358 WEST 3500 SOUTH ON 0.7 ACRES FROM A (AGRICULTURE, MINIMUM LOT SIZE ½ ACRE) TO C-2 (GENERAL COMMERCIAL)**

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

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

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

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

**SECTION 1. ZONING CHANGE.**

The property described in Application #GPZ-4-2023, filed by Maria Dubon, and located at 4344 and 4358 West 3500 South within West Valley City, is hereby classified from zone A (Agriculture, minimum lot size ½ acre) to C-2 (General Commercial), said property more particularly described as follows:

Portions of Parcel #s: 15-30-451-029 and 15-30-451-030:
A TRACT OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS NORTH 89°56'54" EAST ALONG THE SECTION LINE A DISTANCE OF 239.82 FEET AND NORTH 40.00 FEET FROM THE SOUTH QUARTER OF SECTION 30, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, SAID POINT ALSO BEING ON THE

NORTH RIGHT-OF-WAY LINE OF 3500 SOUTH STREET, AND RUNNING THENCE NORTH 00°15'35" WEST 435.00 FEET; THENCE NORTH 89°44'25" EAST 127.00 FEET; THENCE SOUTH 00°15'35" EAST 442.46 FEET TO SAID NORTH RIGHT-OF-WAY LINE; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES, 1) SOUTH 89°56'54" WEST 60.00 FEET, 2) NORTH 00°15'35" WEST 7.00 FEET, 3) SOUTH 89°56'54" WEST 67.00 FEET TO THE POINT OF BEGINNING.

**SECTION 2. ZONING MAP AMENDMENT.**

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

**SECTION 3. EFFECTIVE DATE.**

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

**DATED** this _____ day of _____, 2023.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

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

**ISSUE:**

A resolution authorizing the City to enter into a development agreement with Maria Dubon.

**SYNOPSIS:**

This resolution authorizes a development agreement between the City and Maria Dubon to establish standards for a commercial development at 4344 and 4358 W 3500 S.

**BACKGROUND:**

Maria Dubon has submitted a General Plan/zone change application (GPZ-4-2023) on 0.7 acres to change the General Plan from Large Lot Residential (2 to 3 units/acre) to General Commercial and to change the zoning from A (Agriculture, minimum lot size ½ acre) to C-2 (General Commercial). The Planning Commission recommended approval of the zone change subject to a development agreement.

The proposed development agreement addresses two issues. First, it requires right-of-way dedication along 3500 South to accommodate future road widening. Second, it allows the required 10' wide landscaped strips along the perimeter of the north parking lot to be reduced to 5'. This allows for a more efficient parking lot layout.

**RECOMMENDATION:**

The Planning Commission recommends approval to the City Council.

**SUBMITTED BY:**

Steve Pastorik, Community Development Director

**WEST VALLEY CITY, UTAH**

**RESOLUTION NO. _____**

**A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A DEVELOPMENT AGREEMENT WITH MARIA DUBON FOR APPROXIMATELY 1.28 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 4344 AND 4358 WEST 3500 SOUTH.**

**WHEREAS**, Maria Dubon (herein "Developer") owns or is under contract to acquire real property within the limits of West Valley City, Utah, on which Developer proposes to develop a commercial project (herein the "Project"); and

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

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

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

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

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

## DEVELOPMENT AGREEMENT

**THIS DEVELOPMENT AGREEMENT** (herein the "Agreement") is entered into this _____ day of _____, 20____, by and between Maria Dubon, an individual, (herein "Developer") for the land to be included in or affected by the project located at approximately 4344 and 4358 West 3500 South in West Valley City, Utah, and West Valley City, a municipal corporation and political subdivision of the State of Utah (herein the "City").

## RECITALS

**WHEREAS**, Developer owns or is under contract to acquire approximately 1.28 acres of real property located at approximately 4344 and 4358 West 3500 South in West Valley City, Utah, as described in Exhibit "A" (the "Property"), on which Developer proposes to establish minimum standards for a new commercial development (the "Project"); and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

| | |
|---|---|
| TO DEVELOPER: | Maria Dubon<br>3584 South Redwood Road<br>West Valley City, UT 84119 |
| TO CITY: | West Valley City<br>Wayne Pyle, City Manager<br>3600 Constitution Blvd.<br>West Valley City, Utah 84119 |
| WITH A COPY TO: | West Valley City Attorney's Office<br>Attn: Brandon Hill<br>3600 Constitution Blvd.<br>West Valley City, Utah 84119 |

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

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

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

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

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

**WEST VALLEY CITY**

_____
MAYOR

ATTEST:

_____
CITY RECORDER

APPROVED AS TO FORM
WVC Attorney's Office

By: _____

Date: _____

**MARIA DUBON**

_____

State of _____)
:ss
County of _____)

On this _____ day of _____, 20___, personally appeared before me Maria Dubon, whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and he acknowledged to me that he executed the same.

_____
Notary Public

**EXHIBIT A**

**LEGAL DESCRIPTION**

Portions of Parcel #s: 15-30-451-029 and 15-30-451-030:
A TRACT OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING 1.28 ACRES, MORE OR LESS.

## EXHIBIT B

## DEVELOPMENT STANDARDS

1. The Developer shall dedicate right-of-way along 3500 South in accordance with the City's Major Street Plan.

2. The 10-foot wide landscaped strip required in Section 7-9-112 of the City's Zoning Ordinance for parking lots adjacent to an Agricultural Zone or Residential Use or zone may be reduced to 5 feet.

**GPZ-4-2023 MINUTES**
**JUNE 14, 2023 PLANNING COMMISSION PUBLIC HEARING**

**GPZ-4-2023**
**Maria Dubon**
**4344 and 4358 West 3500 South**
**General plan change from Large Lot Residential (2 to 3 units/acre) to General Commercial and zone change from A to C-2**
**0.7 acres**

Maria Dubon has submitted a General Plan/zone change application for portions of two parcels totaling 1.85 acres located at 4344 and 4358 West 3500 South. For approximately the south 240' of the parcels, the current zoning is C-2 (General Commercial) with a General Plan designation of General Commercial. The remaining north portions are zoned A (Agriculture, minimum lot size ½ acre) with a General Plan designation of Large Lot Residential (2 to 3 units/acre). The applicant is proposing to add 0.7 acres of C-2 zoning and General Plan designation of General Commercial to the north. Half an acre of A zoning would remain at the north end of the parcels.

Surrounding zones include A to the north, east, and west and C-2 to the south. Surrounding land uses include a large lot single family home to the north, a used car lot to the east, a home and commercial building to the south on the south side of 3500 South, and a boarded-up convenience store and vacant land to the west. The west parcel includes a rental home built in 1937 and the east parcel includes a home built in 1941 that was converted into a commercial building.

If this application is approved, the applicant plans to demolish the existing buildings and build a new restaurant on the subject property. The restaurant development would use 1.35 acres of the 1.85-acre total area. Included with this report is a concept plan, building elevations, and a floor plan for the proposed restaurant which would include a drive-thru.

If this application is approved, the requirements in Section 7-7-111 would apply to the neighboring residential property lines. These requirements include the following:

> "Where Fast Food Establishments with drive-up windows are located adjacent to a Residential Zone or Use, the order board, speakers, and pick-up window shall be located at least 50' from the nearest residential property line and any sound emitting from the order board, speakers, and pickup window shall not be audible from the nearest residential property line between 10 PM and 7 AM."

Section 7-2-111 requires front yard setbacks that apply to buildings and parking to be measured from the proposed right-of-way line where road widening is anticipated in the Major Street Plan. In this case, the Major Street Plan shows the future right-of-way width of this section of 3500 South to be 115' and the existing right-of-way width is only 80'. Given the setback requirement in Section 7-2-111 and the fact that the site is being redeveloped into a higher intensity use, staff recommends that the property needed for future widening be dedicated as right-of-way and that the dedication be listed as a requirement in a development agreement.

The applicant has submitted two concept plan options. The primary difference between the two is the design of the parking area north of the proposed building. In the first option, the parking lot maintains a 10' landscaped setback along both the east and west sides as required by ordinance and utilizes angled parking stalls. The second option maintains a 5' landscaped setback along the sides and utilizes 90-degree parking stalls. While the second option yields three more stalls and results in a more efficient use of space, the reductions to the side setbacks would require a development agreement exception.

During the study session concern was raised about the limited development options for the north portion of the adjoining east property should this application be approved. Staff has included a plat map with this report, which shows the width of the adjoining lot at 61.62'. Staff discussed this concern with the applicant and she expressed a willingness to work with the adjoining owner on a shared access to facilitate future development.

**Staff Alternatives:**

1. Approval. This application should be approved subject to a development agreement that includes a provision requiring right-of-way dedication along 3500 South in accordance with the City's Major Street Plan and an exception that allows the parking lot landscaped setback to be reduced along the east and west sides from 10' to 5'.

2. Approval. This application should be approved subject to a development agreement that includes a provision requiring right-of-way dedication along 3500 South in accordance with the City's Major Street Plan.

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

4. Denial. This application should be denied as the existing C-2 area is large enough to support a commercial use and rezoning these parcels makes developing residential on the adjoining properties, as called for in the General Plan, more challenging.

**Discussion:** Steve Pastorik presented the application. He noted that if the Commission decides to approve this proposal, there are two options outlined in the staff report to be used as part of the motion.

Commissioner Lovato pointed out that a giant billboard is depicted in one of the images. He asked if it was located on the subject property. Steve said it is hard to determine whether it is on this or the neighboring property. He mentioned that the applicant might be able to speak to that issue. Steve said he could look into it as well.

Maria Dubon, the applicant, said she has been fortunate to watch West Valley City grow and is excited about opening a restaurant here. She explained that she had worked hard on the concept plan to accommodate future development. Mrs.

Dubon noted that she had discussed the billboard with her neighbor, and it should be removed this month.

Commissioner Woodruff said he likes the business and the building, but he is concerned that the lots north of the subject property would become challenging to develop. Commissioner McEwen stated that he agreed with Commissioner Woodruff's comments.

Chair Fuller asked Steve if he had received any calls from neighboring residents. Steve said he had one call inquiring about what was being proposed.

**Motion:** Commissioner Lovato motioned to approve GPZ-4-2023. This application should be approved subject to a development agreement that includes a provision requiring right-of-way dedication along 3500 South in accordance with the City's Major Street Plan and an exception that allows the parking lot landscaped setback to be reduced along the east and west sides from 10' to 5'.

Commissioner Wood seconded the motion.

**Vote:**

| | |
|---|---|
| Chair Fuller | Yes |
| Commissioner Lovato | Yes |
| Commissioner McEwen | No |
| Commissioner Wood | Yes |
| Commissioner Woodruff | Yes |

**Majority – GPZ-4-2023 – Approved**



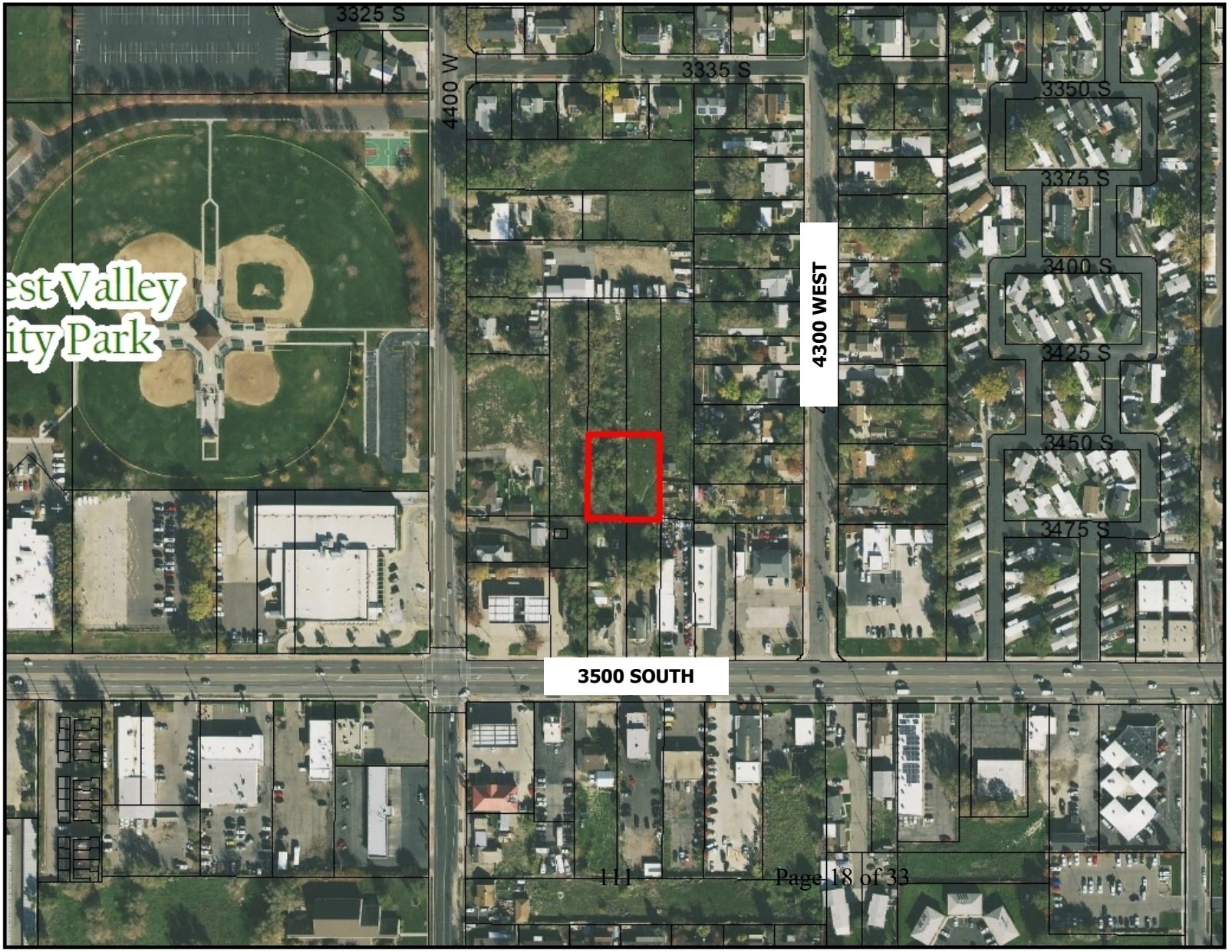

0 250 500 Feet

GPZ-4-2023
Maria Dubon
4344 and 4358 West 3500 South

N

**GPZ-4-2023**

Petition by MARIA DUBON requesting a General Plan change from Large Lot Residential (2 to 3 units/acre) to General Commercial and a zone change from A (Agriculture, minimum lot size ½ acre) to C-2 (General Commercial). The property is located at 4344 and 4358 West 3500 South on 0.7 acres. (Staff – Steve Pastorik at 801-963-3545 or steve.pastorik@wvc-ut.gov)



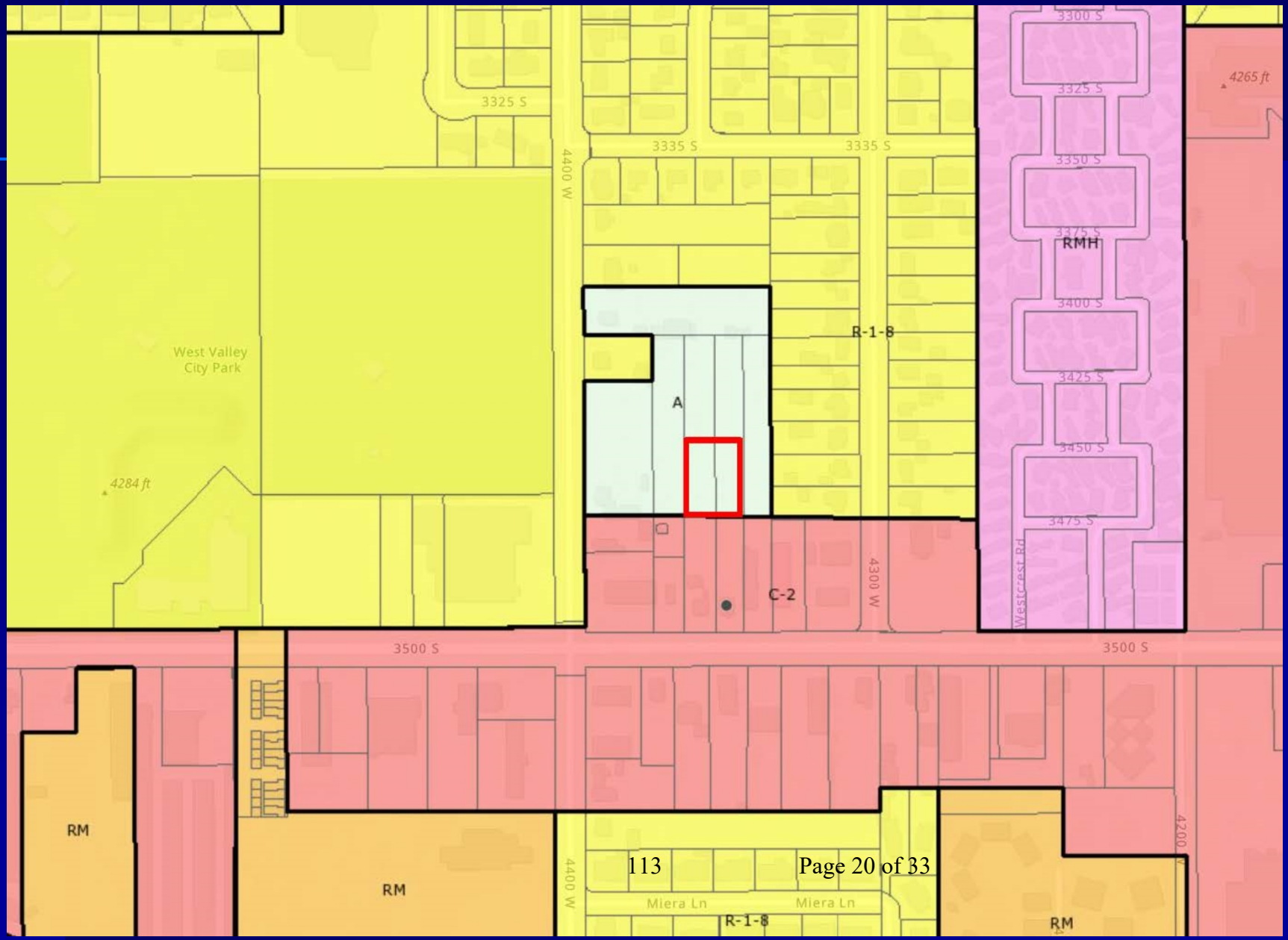
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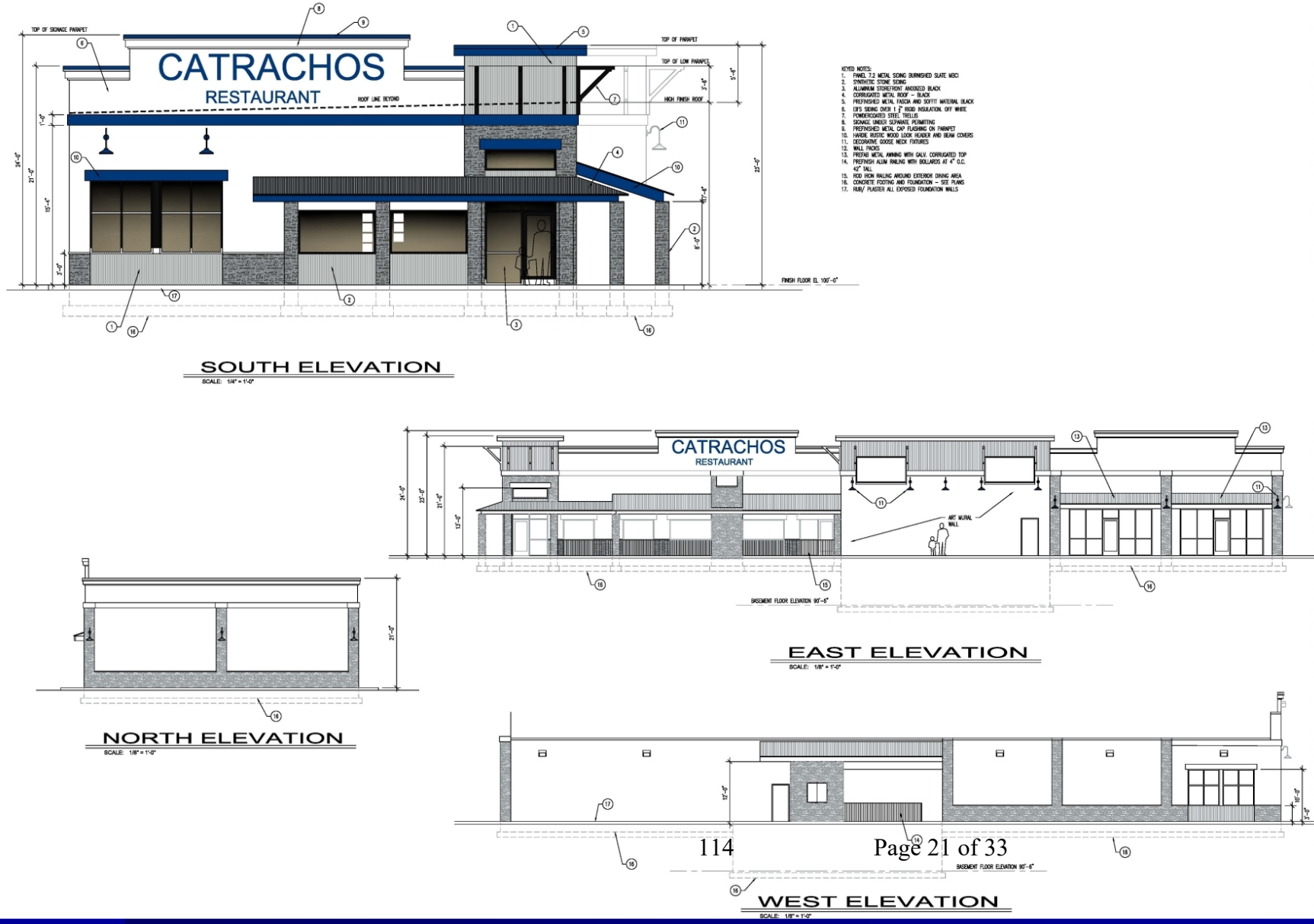
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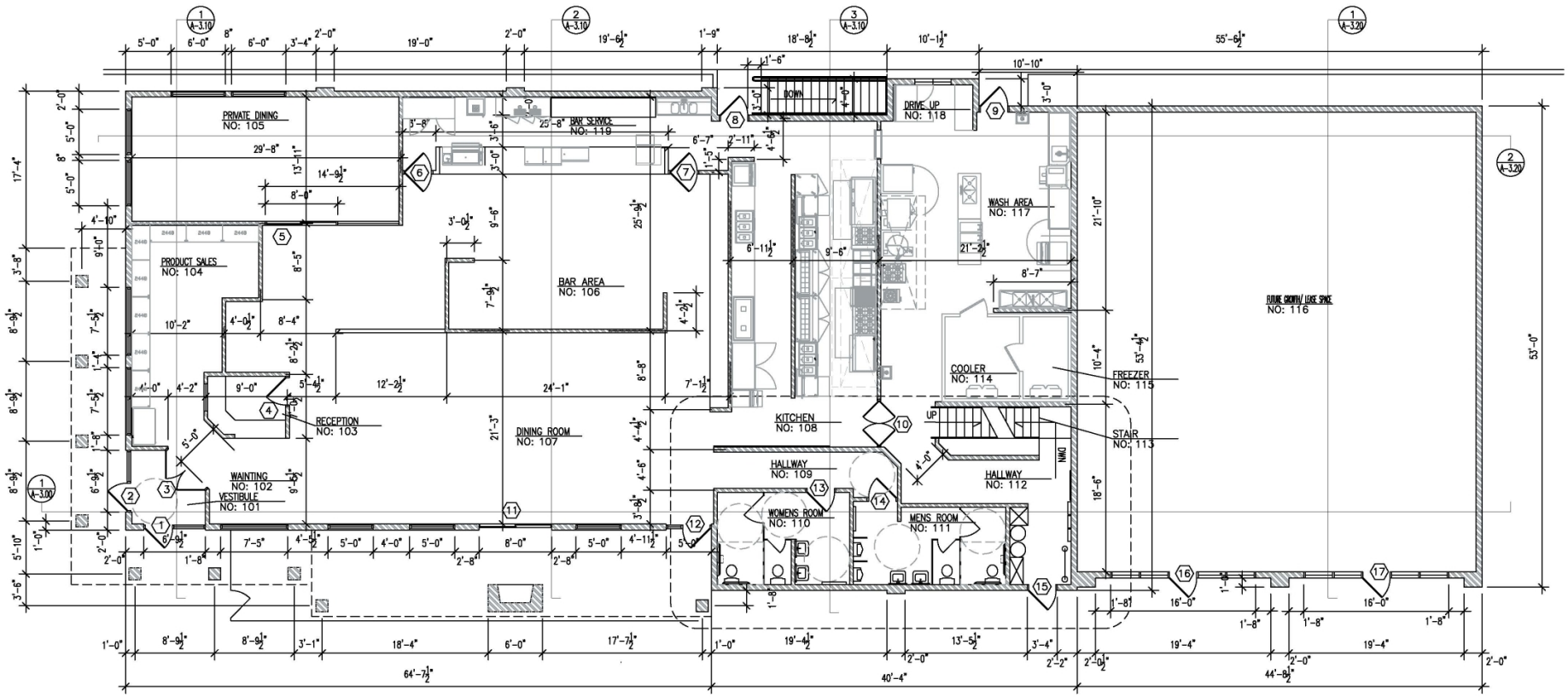
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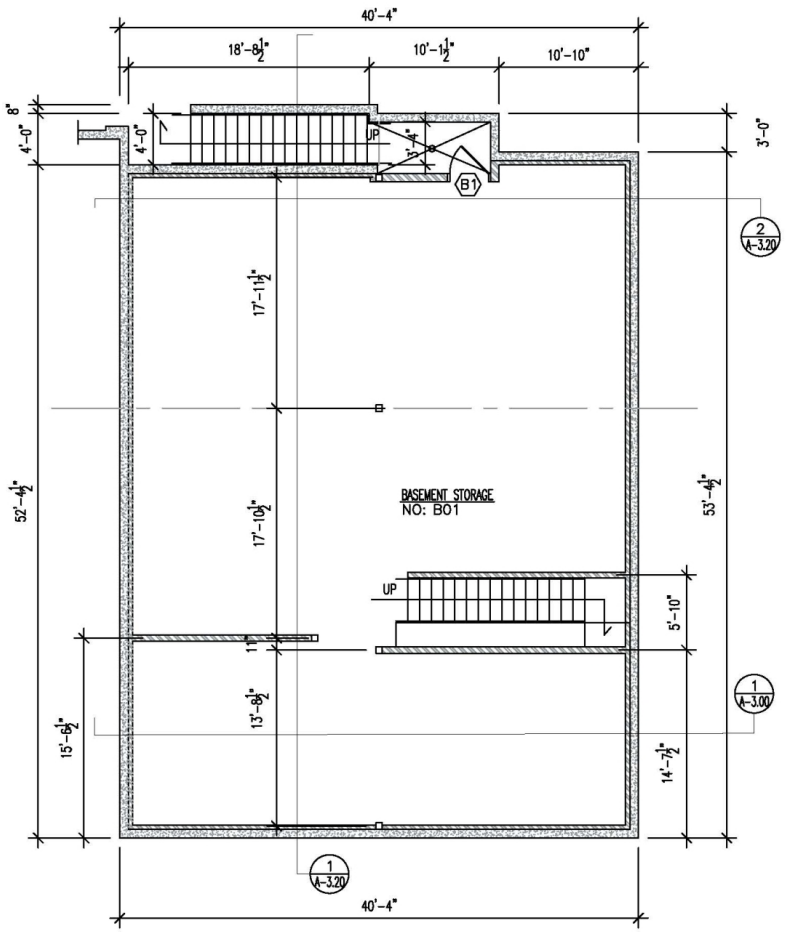
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**GPZ-4-2023**

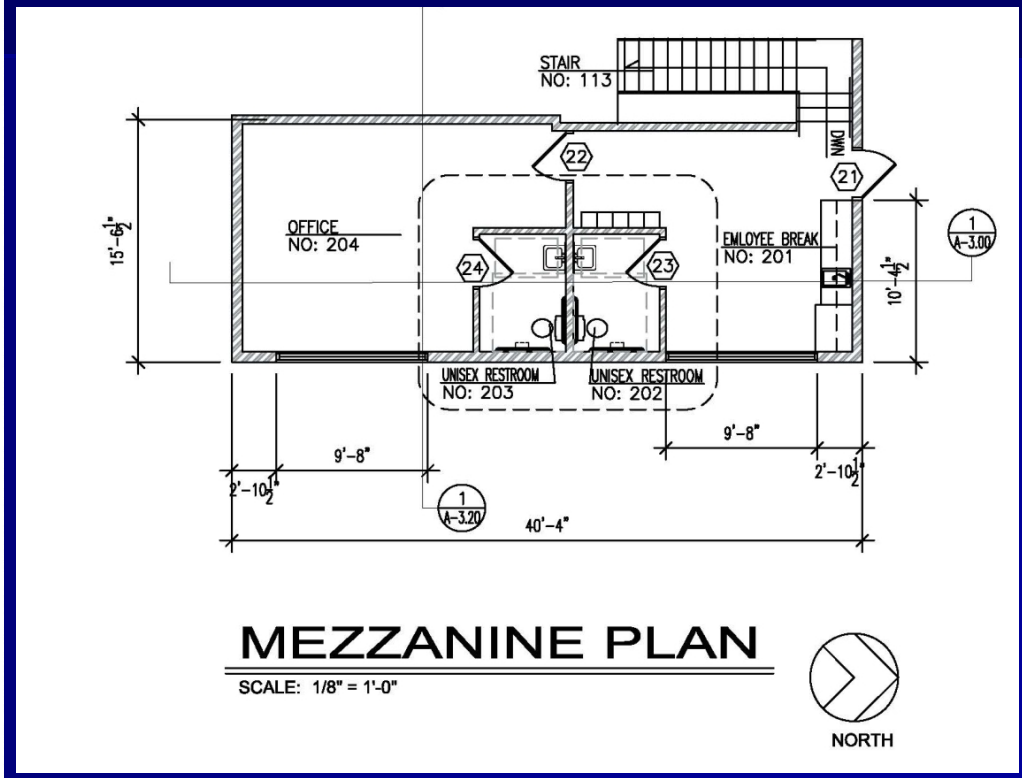
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BASEMENT PLAN

SCALE: 1/8" = 1'-0"

NORTH



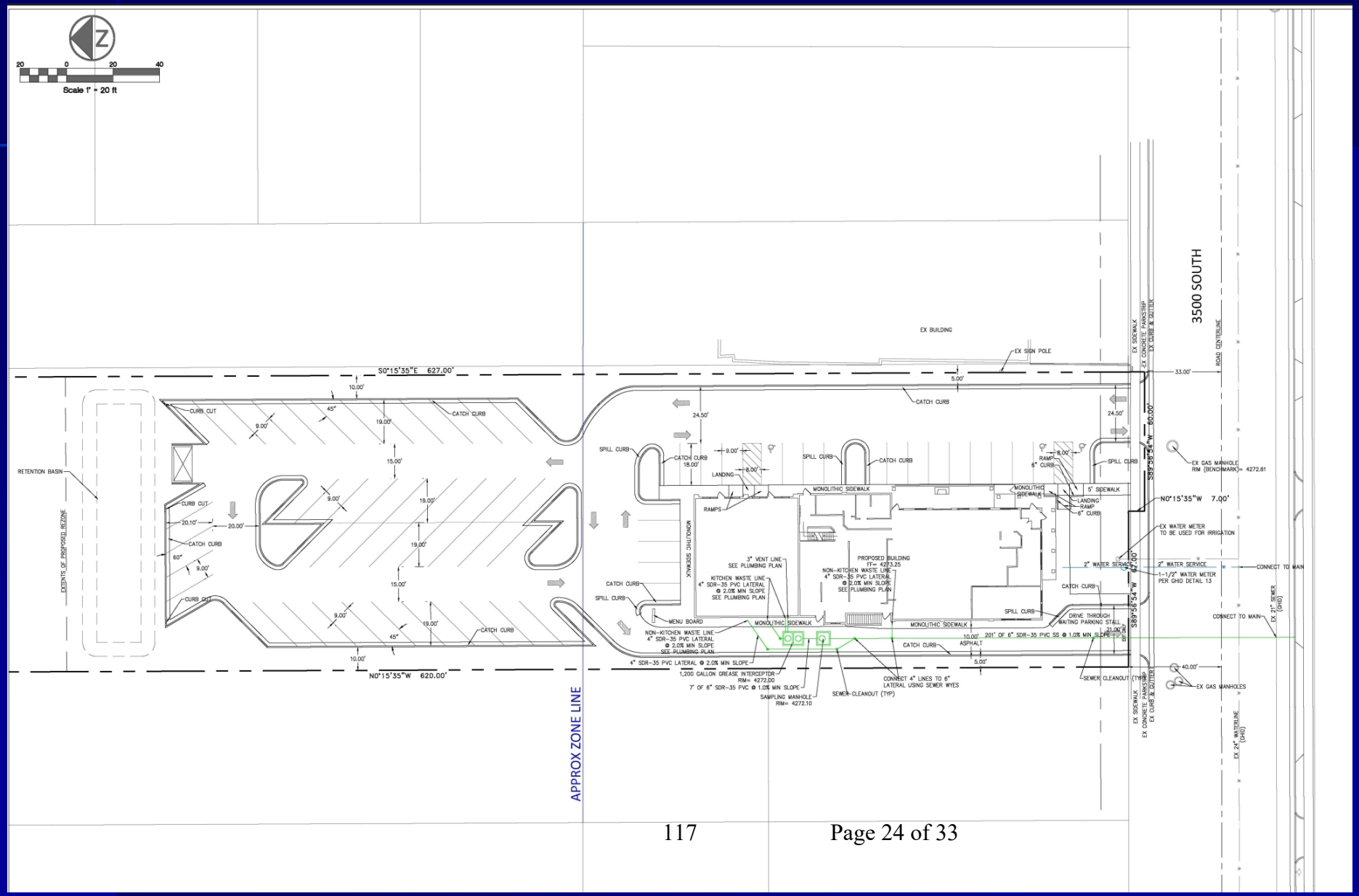

MEZZANINE PLAN

SCALE: 1/8" = 1'-0"

NORTH

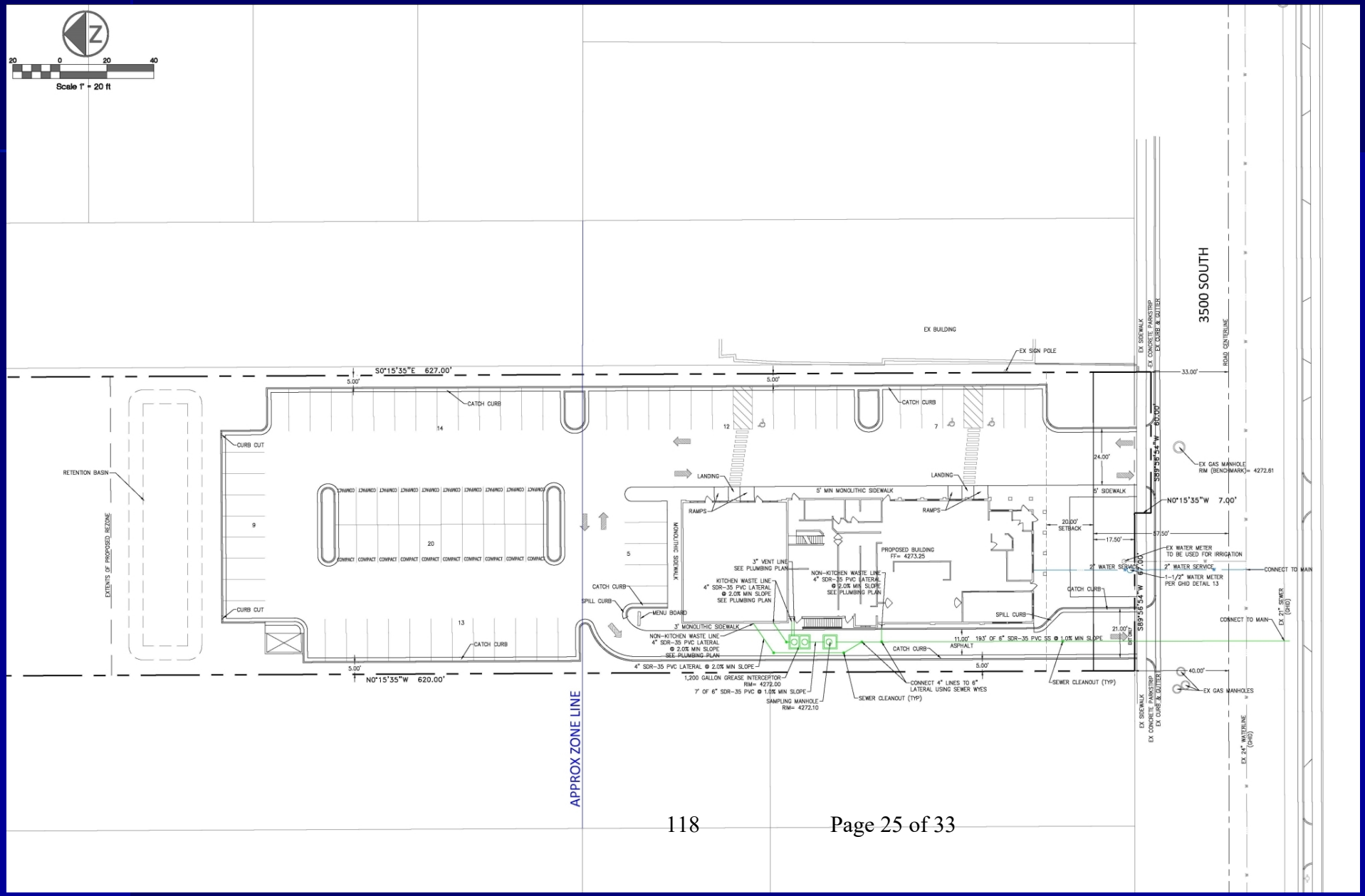
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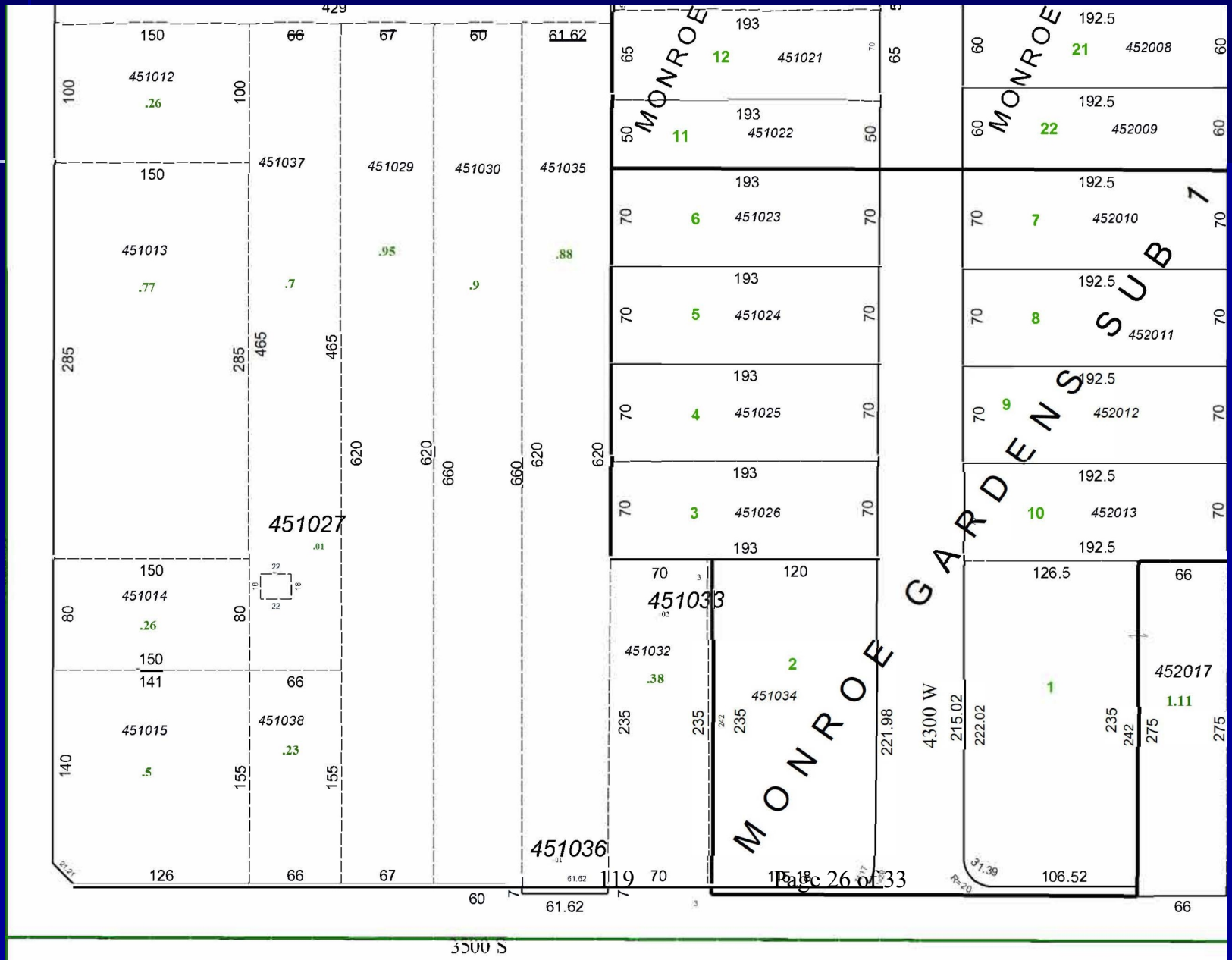
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**GPZ-4-2023**

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

**ISSUE:**

Ordinance amending Titles 1, 10, and 24 concerning administrative code enforcement.

**SYNOPSIS:**

This ordinance amends Titles 1, 10, and 24 of the West Valley City Municipal Code to amend procedural requirements for code enforcement hearings.

**BACKGROUND:**

This ordinance amends Title 1 to increase the administrative citation penalty from $400 to $500 for third and subsequent violations. The ordinance also amends Title 10 to provide for a board composed of an administrative law judge and two citizens to preside over administrative hearings to determine whether a code violation exists. The ordinance also adds an affirmative defense to Title 24 to provide that vehicles covered with a vehicle cover are not inoperable vehicles subject to citation.

**WEST VALLEY CITY, UTAH**

**ORDINANCE NO._____**

Draft Date: 6/29/2023

Date Adopted: _____

Date Effective: _____

**AN ORDINANCE AMENDING SECTIONS 1-2-113, 10-1-110, 10-2-403, 10-2-405, 10-2-502, 10-2-503, 10-2-504, 10-2-505, 10-2-506, 10-2-507, 10-2-508, 10-2-510, 10-2-511, 10-2-601, 10-3-204, 10-3-501, 10-3-701, AND 24-2-111A OF THE WEST VALLEY CITY MUNICIPAL CODE TO AMEND CERTAIN REQUIREMENTS CONCERNING ADMINISTRATIVE CODE ENFORCEMENT.**

**WHEREAS,** Title 1 of the West Valley City Municipal Code establishes fees for services and civil penalties for administrative code enforcement citations; and

**WHEREAS,** Title 10 of the West Valley City Municipal Code establishes regulations concerning the administrative code enforcement process in the City; and

**WHEREAS,** Title 24 of the West Valley City Municipal Code establishes regulations governing the management and maintenance of properties within the City; and

**WHEREAS**, the City desires to amend certain regulations concerning the administrative code enforcement hearing process; and

**WHEREAS**, the City Council of West Valley City, Utah does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to amend Sections 1-2-113, 10-1-110, 10-2-403, 10-2-405, 10-2-502, 10-2-503, 10-2-504, 10-2-505, 10-2-506, 10-2-507, 10-2-508, 10-2-510, 10-2-511, 10-2-601, 10-3-204, 10-3-501, 10-3-701, and 24-2-111A of the West Valley City Municipal Code.

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

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

**Section 2. Amendment.** Sections 1-2-113, 10-1-110, 10-2-403, 10-2-405, 10-2-502, 10-2-503, 10-2-504, 10-2-505, 10-2-506, 10-2-507, 10-2-508, 10-2-510, 10-2-511, 10-2-601, 10-3-204, 10-3-501, 10-3-701, and 24-2-111A of the West Valley City Municipal Code are hereby amended as follows:

**1-2-113. COMMUNITY PRESERVATION DEPARTMENT.**

(1) *Animal Control Division.*

a. *License Fees.* Senior citizens will pay $1 to license their pet. All others will pay as follows:

i. Cat license fees:

1. Altered (spayed or neutered) - $10

2. Unaltered - $35

3. Altered and chipped cat - $5

ii. Dog license fees:

1. Altered (spayed or neutered) - $12

2. Unaltered - $35

3. Altered/Micro-chipped - $5

iii. Additional license fees:

1. Late fee - $25

2. License transfer fee - $1

b. *Animal shelter impound fees.* The first impound fee is set for each category below. Across all categories, the fee will double for each subsequent impound within a 12-month period for the same owner or address.

i. Dog or cat, licensed - $45

ii. Dog or cat, unlicensed - $55

iii. Small livestock, small exotic, small animal, fowl and reptile - $30.

iv. Large livestock, large exotic, and other large animals - $60

c. Remove dead livestock - $200

d. Transport animal to owner - $50/trip

e. Boarding costs (per day) on all impounds

i. Dog or Cat - $10

ii. Livestock - $20

f. *Adoption fees.* All adoptions of cats and dogs will include microchips, rabies vaccinations, other vaccinations, and sterilization.

i. Dogs:

1. Puppy (a dog under one-year old) - $155

2. Dog - $85

ii. Cats:

1. Kitten (a cat under one-year old) - $80

2. Cat - $55

iii. Other small animals such as fowls, reptiles, and small exotic animals - $50

g. *Sterilization fees for redemption of impounded animals.* A $50 sterilization deposit is required. The sterilization deposit, minus a $10 processing fee, will be refunded if proof of sterilization is presented during the required time period.

h. Rabies vaccination - $15

i. Other vaccinations - $10

j. Microchip fee - $10

k. Euthanasia - $25

l. Large animal unconfined; emergency call-out; owner fees; property owner negligence - $50/hour/person, with minimum charge of $50

m. Traps:

i. Deposit - $50

ii. Rent - $2/day

n. Pick up dead animal from owner - $30

o. Pick up animal from owner for euthanasia - $50

p. Copy of Animal Control report - $15

q. Licensed animal brought to shelter for turnover - $20

r. Unlicensed animal brought to shelter for turnover - $40

s. Kennel permits, yearly - $100

(2) *Ordinance Enforcement Division.*

a. Abatement of injurious and noxious real property, and unsightly or deleterious objects or structures - $50/hour, with a minimum charge of $50/person; equipment fees at current rental rates.

b. *Copy of report.* - $5

c. Administrative Code Enforcement (A.C.E.) Hearing Program:

i. Civil abatement charge, per day per violation - $25

ii. Administrative citation penalty:

1. First citation, per violation – up to $100

2. Second citation, per violation – up to $200

3. Third and subsequent citation, per violation – up to $~~400~~500

iii. Administrative citation penalties, Notices of Violations and Certificates of

Noncompliance for rental dwelling units are found in Section 17-31-104.

iv. Reinspection fee - $50

v. Administrative fee - $95

d. Administrative Code Enforcement (A.C.E.) for Rental Dwelling Units:

i. First citation, per violation - $200 minimum up to $500 maximum

ii. Second citation, per violation, per license year - $500 minimum up to $1,000 maximum

e. Administrative Citation Penalties for Rental Dwelling Unit(s) owned by a corporation, partnership or association:

i. First citation, per violation - $500 minimum up to $1,000.00 maximum

ii. Second citation, per violation, per license year - $750 minimum up to $2,000.00 maximum

f. Penalties for Notices of Violations (NOV) and Certificates of Noncompliance for Rental Dwelling Unit(s) owned by one or more individuals:

i. First Certificate of Noncompliance or Level I NOV, per violation, per day - $200 minimum up to $500 maximum

ii. Second Certificate of Noncompliance or Level II NOV, per violation, per day, per license year - $500 minimum up to $1,000 maximum

g. Penalties for Notices of Violations (NOV) and Certificates of Noncompliance for Rental Dwelling Unit(s) owned by a corporation, partnership or association:

i. First Certificate of Noncompliance or Level I NOV, per violation, per day - $500 minimum up to $1,000.00 maximum

ii. Second Certificate of Noncompliance or Level II NOV, per violation, per day, per license year - $750 minimum up to $5,000.00 maximum

**10-1-110. DEFINITIONS APPLICABLE TO TITLE GENERALLY.**

The following words and phrases, whenever used in this Title, shall be constructed as defined in this section, unless a different meaning is specifically defined elsewhere in this Title and specifically stated to apply:

(1) "Abatement" means any action the City may take on public or private property and any adjacent property as may be necessary to remove or alleviate a violation, including, but not limited to, demolition, removal, repair, boarding, and securing or replacement of property.

(2) "Administrative Appeals Board" means the body established in Section 10-2-502 to hear appeals of administrative code enforcement actions.

(~~2~~3) "Administrative Code Enforcement Order" means an order issued by a hearing officer. The order may include an order to abate the violation, pay civil penalties and administrative costs, or take any other action as authorized or required by this Title and applicable state codes.

(~~3~~4) "Administrative Law Judge" means the position established by § 3-2-104.

(4~~5~~) "City" means the area within the territorial city limits of West Valley City, and such territory outside of this City over which the City has jurisdiction or control by virtue of any constitutional or incorporation provisions or any law.

(~~5~~6) "City Council" means the City Council of West Valley City.

(~~6~~7) "Code Enforcement Lien" means a lien recorded to collect outstanding civil penalties, administrative fees, and costs.

(~~7~~8) "Code Enforcement Performance Bond" means a bond posted by a responsible person to ensure compliance with the City Code, applicable state titles, a judicial action, or an administrative code enforcement order.

(~~8~~9) "Enforcement Official" means any person authorized to enforce violations of the City Code or applicable state codes.

(~~9~~10) "Financial Institution" means any person that holds a recorded mortgage or deed of trust on a property.

(~~10~~11) "Good Cause" means incapacitating illness; death; lack of proper notice; unavailability due to unavoidable, unpreventable, or extenuating emergency or circumstance; if a required act causes an imminent and irreparable injury; and acts of nature adverse to performing required acts.

(~~11~~12) "Imminent Life Safety Hazard" means any condition that creates a present, extreme,

and immediate danger to life, property, health, or public safety.

(~~12~~13) "Legal Interest" means any interest that is represented by a document, such as a deed of trust, quitclaim deed, mortgage, judgment lien, tax or assessment lien, mechanic's lien, or other similar instrument that is recorded with the County Recorder.

(~~13~~14) "Notice of Compliance" means a document issued by the City, representing that a property complies with the requirements outlined in the notice of violation.

(~~14~~15) "Notice of Satisfaction" means a document or form approved by the Administrative Law Judge or his or her designee, which indicates that all outstanding civil penalties and costs have been either paid in full, or that the City has negotiated an agreed amount, or that a subsequent administrative or judicial decision has resolved the outstanding debt. In addition to the satisfaction of the financial debt, the property must also be in compliance with the requirements outlined in the notice of violation.

(~~15~~16) "Notice of Violation" means a written notice prepared by an enforcement official that informs a responsible person of code violations and orders them to take certain steps to correct the violations.

(~~16~~17) "Oath" includes affirmations and oaths.

(~~17~~18) "Animal Control Administrator" means the supervisor of the Animal Control Division, established in Chapter 3-13 of the City Code.

(~~18~~19) “Ordinance Enforcement Administrator” means the supervisor of the Ordinance Enforcement Division, established in Chapter 3-13 of the City Code.

(~~19~~20) "Person" means any natural person, firm, joint venture, joint stock company, partnership, association, club, company, corporation, business trust, organization, or the manager, lessee, agent, sergeant, officer, or employee of any of them, or any other entity that is recognized by law as the subject of rights or duties.

(~~20~~21) "Property Owner" means the record owner of real property based on the county assessor's records.

(~~21~~22) "Public Nuisance" means any condition caused, maintained, or permitted to exist that constitutes a threat to the public's health, safety, and welfare, or that significantly obstructs, injures, or interferes with the reasonable or free use of property in a neighborhood or community or by any considerable number of persons. A public nuisance also has the same meaning as set forth in the Utah Code Annotated.

(~~22~~23) "Responsible Person" means a person who is responsible for causing or maintaining a violation of the City Code or applicable state codes. The property owner, tenant, person with a legal interest in the real property, or person in possession of the real property shall be liable for any violation maintained on the property. In all cases, the property owner shall be considered a Responsible Person.

(~~23~~24) "Written" includes handwritten, typewritten, photocopied, computer printed, or facsimile.

**10-2-403. PROCEDURES.**

(1) Upon discovering any violation of the City Code or applicable state codes an enforcement official may issue an administrative citation to a responsible person in the manner prescribed in this Part or as prescribed in Section 10-1-201. The administrative citation shall be issued on a form approved by the Administrative Law Judge.

(2) If the responsible person is a business, the enforcement official shall attempt to locate the business owner and issue an administrative citation to the business owner. If the enforcement official can only locate the manager of the business, the administrative citation may be given to the manager of the business. A copy of the administrative citation may also be mailed to the business owner or any other responsible person in the manner prescribed in Section 10-1-201 of this Title.

(3) Once the responsible person has been located, the enforcement official shall attempt to obtain the signature of that person on the administrative citation. If the responsible person refuses or fails to sign the administrative citation, the failure or refusal to sign shall not affect the validity of the citation and subsequent proceedings.

(4) If the enforcement official is unable to locate the responsible person for the violation, then the administrative citation shall be mailed to the responsible person in the manner prescribed in Section 10-1-201 of this Title.

(5) If no one can be located at the property, then the administrative citation may be posted in a conspicuous place on or near the property and a copy subsequently mailed to the responsible person in the manner prescribed by Section 10-1-201 of this Title.

(6) The administrative citation shall also contain the signature of the enforcement official.

(7) The failure of any person with an interest in the property to receive notice shall not affect the validity of any proceedings taken under this Part.

**10-2-405. CIVIL PENALTIES ASSESSED.**

(1) The Administrative Law Judge shall establish policies to assist in the assessment of civil penalties for administrative citations.

(2) Civil penalties shall be assessed immediately for each violation listed on the administrative citation. The penalties shall be those established in the Consolidated Fee Schedule, found at Title 1, Chapter 2 of the City Code.

(3) Payment of the penalty shall not excuse the failure to correct the violations, nor shall it bar further enforcement action by the City.

**10-2-502. ~~AUTHORITY AND SCOPE OF HEARINGS.~~ ADMINISTRATIVE APPEALS BOARD.**

(1) The Administrative Appeals Board shall hear appeals and preside over hearings concerning administrative code enforcement actions.

(2) The Administrative Appeals Board shall be composed of:

a. One law trained administrative law judge retained by contract; and

b. Two citizens of West Valley City appointed for a two year term by the City Manager with the advice and consent of the City Council. The citizens can be dismissed by the City Manager at any time with or without cause.

**10-2-503. REQUEST FOR ADMINISTRATIVE CODE ENFORCEMENT HEARING.**

(1) A person served with one of the following documents or notices has the right to request an administrative code enforcement hearing, if the request is filed within ten calendar days

from the date of service of one of the following notices:

a. Notice of violation;

b. Notice of itemized bill for costs;

c. Administrative citation;

d. Notice of emergency abatement;

(2) The request for hearing shall be made in writing and filed with the Administrative ~~Law Judge~~ Appeals Board. The request shall contain the case number, the address of the violation, and the signature of the responsible party.

(3) As soon as practicable after receiving the written notice of the request for hearing, the Administrative ~~Law Judge~~ Appeals Board shall schedule a date, time, and place for the hearing.

(4) Failure to request a hearing as provided shall constitute a waiver of the right to a hearing and a waiver of the right to challenge the action.

**10-2-504. DEFAULT HEARINGS AND ORDERS.**

(1) If the responsible person fails to request a hearing before the expiration of the ten day deadline the case shall be set for a default hearing. The Administrative ~~Law Judge~~ Appeals Board shall schedule a default hearing. The responsible person shall be notified of the date, time, and place of the hearing by one of the methods listed in Section 10-2-201.

(2) A default hearing shall be scheduled for all cases that have outstanding or unpaid civil penalties, fines, fees and/or costs due to the City before collection, if a hearing on that case has not already been held.

(3) At the default hearing, the responsible person shall have the opportunity to present evidence to show that good cause exists, as defined in the Title, to do one or more of the following:

a. waive or reduce the fines which have accumulated;

b. postpone an abatement action by the City; or

c. excuse the responsible person's failure to request a hearing within the ten day period.

(4) If the responsible person fails to establish good cause to take one or more of the actions set forth in paragraph (3), the Administrative ~~Law Judge~~ Appeals Board shall review the notice

of violation and any other relevant information included in the case file. The Administrative ~~Law Judge~~ Appeals Board shall not accept any other evidence.

a. If the evidence shows that the violations existed, the Administrative ~~Law Judge~~ Appeals Board shall enter an order requiring abatement of the violations, and the payment of all fines and fees. Fines shall run until the City issues a Notice of Compliance stating when the violations were actually abated.

**10-2-505. NOTIFICATION OF ADMINISTRATIVE CODE ENFORCEMENT HEARING.**

(1) Written notice of the day, time, and place of the hearing shall be served to a Responsible Person as soon as practicable prior to the date of the hearing.

~~(2) The format and contents of the hearing notice shall be in accordance with rules and policies promulgated by the Administrative Law Judge.~~

(~~3~~2) The notice of hearing shall be served by any of the methods of service listed in Section 10-1-201 of this Title.

**10-2-506. DISQUALIFICATION OF ADMINISTRATIVE APPEALS BOARD MEMBER~~CODE ENFORCEMENT HEARING OFFICER~~.**

~~The Administrative Law Judge~~ If a member of the Administrative Appeals Board is subject to disqualification for bias, prejudice, interest, or any other reason for which a judge may be disqualified in a court of law, that member shall recuse him or herself. ~~Rules and procedures for disqualification and replacement shall be promulgated by the Administrative Law Judge.~~ Notwithstanding any other provision of this Title, if a member of the Administrative Appeals Board has recused him or herself for cause pursuant to this Section, a hearing shall be held before the remaining members of the Administrative Appeals Board.

**10-2-507. POWERS OF THE ADMINISTRATIVE APPEALS BOARD ~~LAW JUDGE~~.**

(1) The Administrative ~~Law Judge~~ Appeals Board has the authority to hold hearings, determine if violations of city ordinances exist, order compliance with city ordinances, and

enforce compliance as provided in this Title on any matter subject to the provisions of the Title.

(2) The Administrative ~~Law Judge~~ Appeals Board may continue a hearing based on good cause shown by one of the parties to the hearing. The Administrative ~~Law Judge~~ Appeals Board must enter on the record the good cause on which a continuance is granted.

(3) ~~The Administrative Law Judge, at the request of any party to the hearing, may sign subpoenas for witnesses, documents, and other evidence where the attendance of the witness for the admission of evidence is deemed necessary to decide the issues at the hearing. All costs related to the subpoena, including witness and mileage fees, shall be borne by the party requesting the subpoena. The Administrative Law Judge shall develop policies and procedures relating to the issuance of subpoenas in administrative code enforcement hearings, including the form of the subpoena and related costs.~~ The Administrative Appeals Board may seek to obtain subpoenas in accordance with applicable law.

(4) The Administrative ~~Law Judge~~ Appeals Board has continuing jurisdiction over the subject matter of an administrative code enforcement hearing for the purposes of granting a continuance; ordering compliance by issuing an administrative code enforcement order using any remedies available under the law; ensuring compliance of that order, which includes the right to authorize the City to enter and abate a violation; modifying an administrative code enforcement order; or, where extraordinary circumstances exist, granting a new hearing.

(5) The Administrative ~~Law Judge~~ Appeals Board has the authority to require a responsible person to post a code enforcement performance bond to ensure compliance with an administrative code enforcement order.

**10-2-508. PROCEDURES AT ADMINISTRATIVE CODE ENFORCEMENT HEARING.**

(1) Administrative code enforcement hearings are intended to be informal in nature. Formal rules of evidence and discovery do not apply; however, an informal exchange of discovery may be required. The request must be in writing. Failure to request discovery shall not be a basis for a continuance. Complainant information is protected and shall not be released unless the complainant is a witness at the hearing. The procedure and format of the administrative

hearing shall follow the direction of the Administrative Appeals Board in accordance with this Title ~~procedures promulgated by the Administrative Law Judge~~. Administrative code enforcement hearings shall be held with the law trained Administrative Law Judge present. Administrative code enforcement hearings may be held with only the Administrative Law Judge if the citizen appointees are not present.

(2) The City bears the burden of proof at an administrative code enforcement hearing to establish the existence of a violation of the City Code or applicable state codes.

(3) The standard of proof to be used by the Administrative ~~Law Judge~~ Appeals Board in deciding the issues at an administrative hearing is whether the preponderance of the evidence shows that the violations exist.

(4) Each party shall have the opportunity to cross-examine witnesses and present evidence in support of his or her case. A written declaration signed under penalty of perjury may be accepted in lieu of a personal appearance. Testimony may be given by telephone or other electronic means.

(5) All hearings are open to the public. They shall be recorded by audio tape. Hearings may be held at the location of the violation.

(6) The responsible person has a right to be represented by an attorney. If an attorney will be representing the responsible person at the hearing, notice of the attorney's name, address, and telephone number must be given to the City at least one day prior to the hearing. If notice is not given, the hearing may be continued at the City's request, and all costs of the continuance assessed to the responsible person.

(7) No new hearing shall be granted, unless the Administrative ~~Law Judge~~ Appeals Board determines that extraordinary circumstances exist which justify a new hearing.

**10-2-510. ADMINISTRATIVE CODE ENFORCEMENT ORDER.**

(1) The parties may enter into a stipulated agreement, which must be signed by both parties. This agreement shall be entered as the administrative code enforcement order. Entry of this agreement shall constitute a waiver of the right to a hearing and the right to appeal.

(2) Once all evidence and testimony are completed and a majority of the Administrative Appeals Board reaches a decision, the Administrative ~~Law Judge~~ Appeals Board shall issue

an administrative code enforcement order that affirms, modifies or rejects the notice or citation. If an administrative code enforcement hearing is held before two members of the Administrative Appeals Board and the two members do not agree, the Administrative Law Judge's opinion shall determine the outcome. The Administrative Law Judge may increase or decrease the total amount of civil penalties and costs that are due pursuant to the City's fee schedule and the procedures in this Title.

(3) The Administrative ~~Law Judge~~ Appeals Board may order the City to enter the property and abate all violations, which may include removing animals kept in violation of the City Code.

(4) The Administrative ~~Law Judge~~ Appeals Board may revoke a kennel permit, an animal license, or the right to possess animals as provided in the City Code.

(5) As part of the administrative code enforcement order, the Administrative ~~Law Judge~~ Appeals Board may condition the total or partial assessment of civil penalties on the responsible person's ability to complete compliance by specified deadlines.

(6) The Administrative ~~Law Judge~~ Appeals Board may schedule subsequent review hearings as may be necessary or as requested by a party to the hearing to ensure compliance with the administrative code enforcement order.

(7) The Administrative ~~Law Judge~~ Appeals Board may order the responsible person to post a performance bond to ensure compliance with the order.

(8) The administrative code enforcement order shall become final on the date of the signing of the order.

(9) The administrative code enforcement order shall be served on all parties by any one of the methods listed in Section 10-1-201 of this Title.

**10-2-511. FAILURE TO COMPLY WITH ORDER.**

(1) Upon the failure of the responsible person to comply with the terms and deadlines set forth in the administrative code enforcement order, the City may use all appropriate legal means to recover the civil penalties and administrative costs to obtain compliance.

(2) After the Administrative ~~Law Judge~~ Appeals Board issues an administrative code enforcement order, the Administrative ~~Law Judge~~ Appeals Board shall monitor the violations

and determine compliance.

**10-2-601. APPEAL OF ADMINISTRATIVE CODE ENFORCEMENT HEARING DECISION.**

(1) Any person adversely affected by any decision made in the exercise of the provisions of this Chapter may file a petition for review of the decision or order by the district court within 30 days after the decision is rendered.

(2) No person may challenge in district court an administrative code enforcement hearing officer's decision until that person has exhausted his or her administrative remedies.

(3) Within 120 days after submitting the petition, the party petitioning for appeal shall request a copy of the record of the proceedings, including transcripts of hearings when necessary. The Administrative Law Division shall not submit copies of files or transcripts to the reviewing court until the party petitioning for appeal has paid all required costs. The petitioning party's failure to properly arrange for copies of the record, or to pay the full costs for the record, within 180 days after the petition for review was filed shall be grounds for dismissal of the petition.

a. If a transcript of a hearing cannot be prepared because the tape recording is incomplete or unintelligible, the district court may, in its discretion, remand the matter to the Administrative ~~Law Judge~~ Appeals Board for a supplemental proceeding to complete the record. The district court may limit the scope of the supplemental proceeding to issues that, in the court's opinion, need to be clarified.

(4) The district court's review is limited to the record of the administrative decision that is being appealed. The court shall not accept nor consider any evidence that is not part of the record of that decision.

(5) The courts shall:

a. Presume that the administrative code enforcement hearing officer's decision and orders are valid; and

b. Review the record to determine whether or not the decision was arbitrary, capricious, or illegal.

**10-3-204. MODIFICATION OF CIVIL PENALTIES.**

(1) Upon completion of the notice of violation or administrative enforcement order, the Administrative Appeals Board ~~administrative code enforcement hearing officer~~ may modify the civil penalties on a finding of good cause.

(2) Civil penalties may be waived or modified by the Administrative Appeals Board ~~hearing officer~~ if there is a finding of good cause based on the responsible person's claim of nonconforming use or conditional use and:

a. The City's need to verify the claim; or

b. The responsible person's filing of an application for either use before expiration of the date to correct.

**10-3-501. ADMINISTRATIVE FEES.**

The Ordinance Enforcement Administrator or Administrative Appeals Board ~~code enforcement hearing officer~~ is authorized to assess administrative fees for costs incurred in the administration of this program, such as investigation of violations, preparation for hearings, hearings, and the collection process. The fee assessed shall be the amount set in the City fee schedule.

**10-3-701. PERFORMANCE BOND.**

(1) As part of any notice, order, or action, the Administrative Appeals Board ~~administrative code enforcement hearing officer~~ has the authority to require responsible persons to post a performance bond to ensure compliance with the City Code, applicable state codes, or any judicial action.

(2) If the responsible person fails to comply with the notice, order, or action, the bond will be forfeited to the City. The bond will not be used to offset the other outstanding costs and fees associated with the case.

**24-2-111A. ABANDONED, JUNKED OR INOPERABLE VEHICLES**

(1) It shall be unlawful for any person to abandon a vehicle upon any highway or public or private property without the express or implied consent of the owner or person in lawful possession or control of the property. For the purpose of this section, a vehicle shall be presumed to be abandoned if it is left unattended on a highway for a period in excess of 24 hours, or on any public or private property for a period in excess of seven calendar days without the express or implied consent of the owner or person in lawful possession or control of the property.

(2) It shall be unlawful for any person to cause or permit any scrap metal, dismantled, junk, wrecked, abandoned, or inoperable vehicle(s) or vehicle parts to remain on any property or premises. It is an affirmative defense if the vehicle(s) are: stored in connection with a lawfully situated and licensed business, completely covered by a vehicle cover manufactured for the specific purpose of covering vehicles, or in an enclosed accessory structure, such as a garage or barn, provided such building does not impose a threat to life safety or a nuisance or health hazard and is constructed in accordance with all municipal ordinances and state building code and zoning regulations at the time of the original building construction. Carports are not considered "enclosed" for the purpose of this ordinance.

(3) Any abandoned or inoperable vehicle(s) on a person's private property and not owned by him may be removed upon the property owner's request, provided that proper departmental authorization has been granted the wrecker.

**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

**Item:** Update GIS Fees
**Fiscal Impact:** N/A
**Funding Source:** Existing Budget
**Account #:** N/A
**Budget Opening Required:** No

**ISSUE:**

An ordinance to update GIS digital data and map fees in the West Valley City Municipal Code.

**SYNOPSIS:**

West Valley City GIS fees were originally implemented in the year 2000. Since then, methods for distributing GIS digital data and maps have changed significantly. Furthermore, requests for GIS data and maps should be approved through the City Recorder via GRAMA request process.

**BACKGROUND:**

Several methods to provide GIS digital data and fees have been rendered obsolete by evolving technology, such as:

1. Hard Copy is rarely used since users can print their own maps from Google, etc.
2. WVC does not own Aerial Photos – SL County owns the aerial photography. WVC uses map services.
3. WVC no longer uses the US Public Land Survey System, therefore providing GIS data by Section / Quarter Section is outdated and would require extra time to clip City wide data into these units.
4. Requests are managed through the City Recorder/GRAMA requirements.

The ultimate goals are to streamline the pricing structure and make request fulfillment easier for the requestor and City Staff. The current fee structure will be replaced with "Actual cost of processing pursuant to state law. Essentially, the City will recover costs of staff time to fulfill the request.

**RECOMMENDATION:**

City staff recommends the approval of this ordinance.

**SUBMITTED BY:**

Submitted by Jeni Erkkila, IT Division

**WEST VALLEY CITY, UTAH**

**ORDINANCE NO._____**

Draft Date: 6/6/2023

Date Adopted: _____

Date Effective: _____

**AN ORDINANCE AMENDING SECTION 1-2-102 OF THE WEST VALLEY CITY MUNICIPAL CODE TO UPDATE CERTAIN INFORMATION TECHNOLOGY FEES.**

**WHEREAS,** Title 1 of the West Valley City Municipal Code establishes a consolidated fee schedule setting forth the fees charged for various City services; and

**WHEREAS**, the City desires to update certain fees related to the information technology division; and

**WHEREAS**, the City Council of West Valley City, Utah does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to amend Section 1-2-102 of the West Valley City Municipal Code.

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

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

**Section 2. Amendment.** Section 1-2-102 of the West Valley City Municipal Code is hereby amended as follows:

**1-2-102. ADMINISTRATION.**

(1) City Recorder:

a. Compiling records in a form other than that maintained by City - Actual cost and expense for employee time or time of any other person hired and supplies and equipment; minimum charge of $15/request.

b. Fulfilling records requests shall be charged at the actual cost, which cost shall include the actual time expended in retrieving and copying the record charged at the hourly total compensation rate of the employee required to provide the record plus the copy costs

listed throughout this Chapter.

c. Copy of record - $0.10/printed page

d. Certification of record - $2/certification

e. Postage - actual cost to City

f. Other costs allowed by law - actual cost to City

g. Copies of City Code:

i. Complete Code, hard copy - $75

ii. Individual titles or chapters of Code - $0.10/page

iii. Complete Code on compact disc - $20

h. Municipal election candidate filing fee - $25

i. Annexation Petition - Actual Cost of Processing the petition pursuant to State Law.

j. Disconnect Petition - Actual Cost of Processing pursuant to State Law.

(2) Management and Information Services~~:~~ - Actual cost of processing pursuant to state law.

~~a. Geographic Information Services (GIS) maps:~~

~~i. Hard Copy:~~

~~1. Black / white map 11"x 17" or smaller - $5~~

~~2. Black / white map larger than 11" x 17" - $10~~

~~3. Color map 8.5" x 11" or smaller - $10~~

~~4. Color map larger than 8.5" x 11" - $20~~

~~ii. Digital Data:~~

~~1. Parcel data / section - $10~~

~~2. Street centerline data / whole City - $20~~

~~3. Aerials-tiff / tfw format / quarter section - $90~~

~~4. Contours & Elevations / quarter section - $65~~

~~5. Technical assistance / hourly rate (1-hour minimum) - $60~~

~~b. C.E.R.T. Training for business - $50~~

~~c. Copy of Emergency Operation Plan on disk - $20~~

~~d. Check-out of videos and equipment (if lost or stolen) - Actual replacement cost to City~~

~~e. Ad hoc reports requested of Data Processing - $5~~

(3) Utah Cultural Celebration Center (UCCC) Fees for Rental of Facilities, Equipment, and Services. Rates are quoted for eight-hour blocks unless otherwise specified.

a. Great Hall - $2,500 and $100 per hour over eight hours

b. Great Hall East or West - $1,250 and $100 per hour over eight hours

c. Classrooms 201 and 202 - $115 per room

d. Classrooms 204 and 205 - $165 per room

e. Boardroom 203 - $25 per hour, two-hour minimum

f. Classrooms A or B - $375 per room and $750 for both rooms

g. Plaza Classrooms C, D, and E - $200 per room and $600 for all three rooms

h. Plaza Classroom F - $150 for the room

i. Plaza Ballrooms A, B, and C - $425 per room and $35 per hour over eight hours, or $1,250 for all three rooms and $100 per hour over eight hours

j. Dance Studio - $50 per hour

k. England Olmec Plaza - $400

l. Kitchen Area - included if using preferred caterer, $750 if not using preferred caterer

m. Crossroads Hall - $1,250, or included with Great Hall rental

n. Amphitheater and Festival Grounds - $150 per hour

o. Administrative Conference Room - $25 per hour with a two-hour minimum

p. Discounts:

i. Non-profit organization and military – 20%

ii. Events sponsored by City departments – 50%

iii. City employee private events – 20%

q. Equipment and service rates – Market rate

**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

**ISSUE:** ALJ Agreement
**FISCAL IMPACT:** $10,000
**FUNDING SOURCE**: Professional Technical 10-4110-40310
**Budget Opening Required** Yes

**ISSUE:**

A resolution appointing Matt Hansen and Stephanie Hansen Administrative Law Judges.

**SYNOPSIS:**

This resolution appoints Matt Hansen and Stephanie Hansen as Administrative Law Judges to hear cases involving administrative code enforcement and animal control cases.

**BACKGROUND:**

Changes made to the administrative code enforcement (ACE) hearing process require the city to appoint new ALJ's. After careful consideration of multiple applicants, the City has determined that Matt and Stephanie Hansen are highly qualified and experienced. The City is agreeing to pay Matt and Stephanie a fee of $100.00 per hour for services performed.

**RECOMMENDATION:**

Ratify the agreement between the City and Matt and Stephanie Hansen.

**WEST VALLEY CITY, UTAH**

**RESOLUTION NO. _____**

**A RESOLUTION RATIFYING THE AGREEMENT BETWEEN THE CITY AND MATT AND STEPHANIE HANSEN FOR ADMINISTRATIVE LAW JUDGE SERVICES.**

**WHEREAS,** WVC Code 10-1 establishes a hearing procedure for administrative Code enforcement cases;

**WHEREAS,** the services of an administrative law judge ("ALJ") are a necessary element of that process;

**WHEREAS,** Matt and Stephanie Hansen are qualified to perform the ALJ functions;

**WHEREAS,** Matt and Stephanie Hansen have agreed to perform to the ALJ functions in exchange for fair compensation; and

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

**NOW, THEREFORE, BE IT RESOLVED,** by the City Council of West Valley City, Utah, that it hereby ratifies the Agreement between West Valley City and Matt and Stephanie Hansen.

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

## ADMINISTRATIVE LAW JUDGE SERVICE AGREEMENT

This Administrative Law Judge Service Agreement (the "Agreement") is effective in this 18th day of July 2023, by and between the West Valley City, a municipal corporation of the State of Utah, ("City") Matt Hansen and Stephanie Hansen (Hereinafter referred to collectively as "Hansen").

**W I T N E S S E T H :**

**WHEREAS**, the City has need for an administrative law judge ("ALJ") to hear cases involving administrative code enforcement and animal control ("ACE").

**WHEREAS**, Hansen is a licensed attorney with the necessary professional experience and training to perform ALJ services for the City; and

**WHEREAS**, City desires to retain Hansen in order to utilize his expertise and professional services as an ALJ.

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

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

1. **Service Agreement**. Hansen shall provide ALJ services to the City with respect to ACE hearings, and such other similar services as may be assigned by the West Valley City Administration (the "Administrator"). These services shall be provided pursuant to the terms and conditions set forth in this Agreement.

2. **Services Provided by Hansen.** Hansen hereby agrees to provide the following services to the City:

    a. Provide all ALJ services referred to in this Agreement.

    b. Conduct administrative hearings and render decisions on all parking citations assigned by the Administrator.

    c. Conduct administrative hearings and render decisions on all ACE cases assigned by the Administrator.

    d. Conduct administrative hearings and render decisions in any other administrative cases assigned by the Administrator.

    e. Render all decisions in writing within two business days of an administrative hearing.

    f. Participate in training as required by the Administrator.

g. Coordinate with City support staff to facilitate the hearing process.

h. The above services shall be rendered by Hansen as an independent contractor.

3. **Minimum Service Level.** Hansen agrees to perform the services set forth above in a prompt and efficient manner, and in accordance with all applicable laws, rules and standards, including all applicable ethical rules. Hansen agrees that he will provide services at a level consistent with the manner and practices used by other Administrative Law Judges practicing in Utah.

4. **City Obligations.** As consideration for the services provided by Hansen, the City agrees as follows:

a. City shall pay Hansen at the hourly rate of One-Hundred Dollars ($100.00) per hour for services rendered under this Agreement. Said compensation shall be paid on a bi-weekly basis by the City, provided that Hansen provides the City with an invoice, setting forth hours worked, not later than one week prior to the payment date. No additional benefits or compensation shall be paid to Hansen.

b. This is not an exclusive contract and nothing herein shall be construed to prohibit the City from concurrently using another company, person, or persons to provide ALJ or similar services.

c. Nothing contained in this Agreement shall be construed as guaranteeing Hansen any minimum amount of work under this Agreement.

5. **Independent Contractor.**

a. Hansen shall be an independent contractor and as such, except as may be otherwise expressly set forth in this Agreement, shall have no authorization, expressed or implied, to bind City to any Agreements, settlements, liability, or understanding whatsoever. Hansen agrees not to perform any acts as agent for City, except as expressly set forth in this Agreement.

b. Hansen shall be responsible for his own actions and the actions of his employees, agents or officials (if any), specifically including liability resulting therefrom, and also including but not limited to, employee, agent or official compensation, benefits, insurance, workers' compensation, and/or other applicable items.

c. City shall not provide Hansen with compensation insurance, unemployment compensation insurance, health insurance or workers' compensation insurance. Nothing in this Agreement shall be construed as entitling Hansen to any benefits, compensation, retirement or protections provided by the City to City employees. The compensation provided in paragraph 4 of this Agreement shall be the total compensation paid by the City for the services provided by Hansen. Hansen

acknowledges that the City will not withhold any federal, state or local taxes and that Hansen is solely responsible for any and all compensation-based taxes that may be owing.

6. **Term.** The term of this Agreement shall be for one year. The Agreement shall be automatically renewed for additional one year terms on the same terms and conditions unless terminated in writing by either party at least 30 days prior to the expiration of the Agreement; provided, however, that the Agreement shall not be extended more than two additional terms without approval of the West Valley City Council.

7. **Termination of Agreement.**

a. City may terminate this Agreement for cause at any time without prior notice by providing Hansen with written notice of termination. Said notice shall describe Hansen's breach of this Agreement. "Cause" is defined as a bad faith performance, unreasonable performance, lack of performance, or a violation or breach of the terms and conditions of this Agreement or federal, state, and municipal laws, rules, and regulations.

b. Either Hansen or the City may terminate this Agreement without cause by giving the other party 30 days' prior written notice.

c. In the event of early termination, fees shall be payable to Hansen only for the time actually worked prior to the termination. Within 48 hours of the termination or expiration of this Agreement, Hansen shall return to City any City equipment or documents that he may have in his possession.

8. **Indemnification.**

a. City shall defend, hold harmless, and indemnify Hansen from and against any and all loss, damages, liability, suits, claims, costs (including attorney's fees and court or other costs), and proceedings arising out of an alleged act or omission occurring during the performance of Hansen's services as described in this Agreement, provided that Hansen's acts were not fraudulent or malicious and that Hansen was not under the influence of alcohol or any drug.

b. Hansen shall indemnify, and at the City's option defend, and hold harmless City and City's officials, agents, and employees from and against any and all loss, damages, injury, liability, suits, claims, costs (including attorney's fees and court or other costs), and proceedings arising out of any circumstances in which Hansen will not be indemnified by City pursuant to paragraph (8)(a) above and for any violations of law as set forth in paragraph (9)(b).

9. **Applicable Laws.**

a. Hansen shall obey all laws, ordinances, regulations, and rules of the Federal, State, county, and municipal governments that may be applicable to Hansen's services. Specifically, Hansen shall comply with, but not be limited to, the Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration regulations, and the Americans with Disabilities Act.

b. If Hansen's actions constitute or cause a violation of federal, state, or local law, said actions shall constitute a breach of this Agreement, and Hansen shall hold City harmless from any and all liability arising out of or in connection with said violations, including any attorney's fees and costs incurred by City as a result of such violations.

c. This Agreement shall be construed under and in accordance with the laws of the State of Utah.

10. **Notices.** Any notice required by this Agreement may be served by mailing or delivering such notice to the following addresses:

If to the City:
West Valley City
Attn: Nichole Camac
3600 Constitution Boulevard
West Valley City, Utah 84119

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

If to Hansen:
Matt Hansen
1147 E. Laurelwood Drive
Fruit Heights UT 84037
(801) 573-5990

Either party may change their address(s) upon written notice to the other party.

11. **City Representative.** The City hereby appoints the City Attorney, or his designee, as the City's representative to assist in the administrative management of this Agreement, to ensure that the work to be performed by Hansen is timely and adequately performed, and to provide for City approvals as may be required by this Agreement. The City's representative shall assist in coordinating, monitoring, and evaluating the services provided pursuant to this Agreement. Hansen understands and agrees that the City's representative shall have no control over the means, methods, techniques, or procedures employed by Hansen, it being clearly understood that the City is interested only in the results obtained under this Agreement, with the manner and means of obtaining those results being under

the sole control of Hansen.

12. **Attorney's Fees.** In the event of default hereunder, the defaulting party agrees to pay all costs incurred by the non-defaulting party in enforcing this Agreement, including reasonable attorney's fees, whether by in-house or outside counsel and whether incurred through initiation of legal proceedings or otherwise.

13. **Taxes and Assessments.** Hansen shall pay all lawful taxes, assessments, or charges which at any time may be levied by the State, County, City, district, or any other tax or assessment levying body upon Hansen's interest in this Agreement.

14. **Entire Agreement.** This Agreement contains the entire agreement between the parties, and no statement, promise, or inducements made by either party or agents for either party, which are not contained in this written Agreement, shall be binding or valid; and this Agreement may not be enlarged, modified, or altered, except in writing signed by both parties. This Agreement supersedes and replaces any former agreement between the Hansen and the City.

15. **Assignment.** This Agreement may not be transferred or assigned by Hansen without the written permission of the City, which may be withheld at the City's sole discretion.

16. **Agreement Binding**. Hansen covenants that the provisions of this Agreement shall be binding upon Hansen's heirs, successors, representatives, and agents.

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

*(This space left intentionally blank)*

**IN WITNESS WHEREOF,** the parties have hereto set their hands the day and year first above written.

WEST VALLEY CITY

_____

MAYOR

_____

CITY MANAGER

ATTEST:

_____

CITY RECORDER

APPROVED AS TO FORM
WVC Attorney's Office

By: Bradley Jeppsen Digitally signed by Bradley Jeppsen Date: 2023.06.26 10:10:22 -06'00'

Date: _____

_____

Matt Hansen

_____

Stephanie Hansen

| | |
|---|---|
| +Item #: | |
| Fiscal Impact: | 0 |
| Funding Source: | N/A |
| Account #: | |
| Budget Opening Required: | |

**ISSUE:**

Authorization of Cooperative Agreement between the Utah Division of Forestry, Fire, and State Lands and West Valley City.

**SYNOPSIS:**

This agreement allows West Valley City to utilize State of Utah resources for large wildland urban interface fires.

**BACKGROUND:**

This agreement is a continuation of an agreement which we have been a part of for the past five years.
The agreement allows us to provide the initial fire attack on wildland fires in our city, and when the fire extends past our capabilities the State will assist in the suppression. With the agreement we will not be billed by the State for services to control the fire. In the agreement we have benchmarks we need to complete for this to move forward. We have met all the points which we as West Valley needs to commit to for the agreement.
In West Valley we have a few areas which we could possibly utilize the state assistance for fire suppression of wildland incidents, such as the west bench of our city.

**RECOMMENDATION:**
Approve the cooperative agreement with the Utah Division of Forestry, Fire and Starte Lands.

**SUBMITTED BY:**

John Evans, West Valley City Fire Department- Fire Chief

**WEST VALLEY CITY, UTAH**

**RESOLUTION NO. _____**

**A RESOLUTION APPROVING THE EXECUTION OF A COOPERATIVE AGREEMENT BETWEEN WEST VALLEY CITY AND THE UTAH DIVISION OF FORESTRY, FIRE AND STATE LANDS.**

**WHEREAS,** the Utah Division of Forestry, Fire, and State Lands ("DFFSL") operates a wildland fire suppression program that offers certain assistance and funding opportunities; and

**WHEREAS,** the City desires to participate in said program; and

**WHEREAS,** DFFSL is willing to allow the City to participate in said program, contingent upon execution of an appropriate agreement; and

**WHEREAS,** a cooperative agreement (the "Agreement") is attached hereto and has been prepared by and between the City and DFFSL to set forth the terms of the program and conditions for participation; and

**WHEREAS,** the City Council of West Valley City, Utah does hereby determine that it is in the best interests of the citizens of the City to approve said Agreement.

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

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

**COOPERATIVE AGREEMENT**
**BETWEEN THE**
**UTAH DIVISION OF FORESTRY, FIRE AND STATE LANDS**
**AND**

WEST VALLEY CITY

This agreement shall become effective on the date of the last authorized signature and will remain in effect until December 31, 2024. This agreement may only be amended by mutual written agreement of the parties. In the event of disagreement between this agreement and any statute or regulation, the statute or regulation shall control. No waiver of any terms of this agreement will be valid unless in writing in accordance with R652-122-200 (2017).

## SECTION I: RECITALS AND GLOSSARY OF TERMS

A. Pursuant to Utah Code § 65A-8-203 (2021), this Cooperative Agreement is required for a county, municipality, or certain other eligible entity ("Participating Entity") and the State of Utah, Division of Forestry, Fire and State Lands ("FFSL")(collectively "parties") to cooperatively discharge their joint responsibilities for protecting non-federal land from wildland fire.

B. Glossary of Terms
   a. Annual Participation Commitment Report – a report prepared by the Participating Entity detailing the expenditures and activities conducted in compliance with the Participation Commitment during the past fiscal year.
   b. Cooperative Agreement – an agreement between FFSL and an Eligible Entity wherein the Eligible Entity agrees to meet a Participation Commitment and provide Initial Attack for wildland fire in the entity's jurisdiction, and FFSL agrees to pay for wildland fire suppression costs following a Delegation of Fire Management Authority as found in Utah Code § 65A-8-203.1 (2017), as well as all aviation asset costs charged to the incident.
   c. Eligible Entity – as defined in Utah Code § 65A-8-203 (2021) means:
      i. a county, a municipality, or a special service district, local district, or service area with wildland fire suppression responsibility as described in Utah Code § 11-7-1(2017); and wildland fire suppression cost responsibility and taxing authority for a specific geographic jurisdiction; or
      ii. upon approval by the FFSL director, a political subdivision established by a county, municipality, special service district, local district, or service area that is responsible for providing wildland fire suppression services; and paying for the cost of wildland fire suppression services
   d. Extended Attack – actions taken in response to wildland fire after Initial Attack.
   e. Initial Attack – actions taken by the first resources to arrive at any wildland fire incident. Initial actions may be size-up, patrolling, monitoring, holding action, or aggressive suppression action. All wildland fires that are controlled by suppression forces undergo initial attack. The kind and number of resources

responding to initial attack varies depending on fire danger, fuel type, values to be protected and other factors. Generally, initial attack involves a small number of resources and the incident size is small. Regardless of fire type, location, or property/resources being threatened, firefighter and public safety is always the highest priority. (NWCG Wildland Fire Incident Management Field Guide, 2013)

f. Participation Commitment – prevention, preparedness, and mitigation actions and expenditures undertaken by a Participating Entity to reduce the risk of wildland fire and meet the intent of Utah Code § 65A-8-202 (2017) and Utah Code § 65A-8-202.5(2017).
g. Annual Participation Commitment Statement – a statement prepared by FFSL and sent to the Participating Entity detailing the Participation Commitment for the upcoming fiscal year.
h. Participating Entity – an Eligible Entity with a valid Cooperative Agreement.
i. Fiscal Year - a consecutive 12-month period for financial reporting, as determined by the Participating Entity's budget cycle.

## SECTION II: CERTIFICATION OF QUALIFICATIONS

FFSL and the Participating Entity certify that the following qualifications have been met:

A. The Participating Entity is a qualifying eligible entity.

B. The Participating Entity agrees to adopt a Community Wildfire Preparedness Plan (CWPP) (or equivalent approved by FFSL).
   a. If the Participating Entity has a CWPP at the time of executing this agreement, the Participating Entity agrees to maintain and implement the CWPP for the duration of this agreement.
   b. If the Participating Entity does not have a CWPP at the time of executing this agreement, the Participating Entity agrees to make a good faith effort to develop and adopt a CWPP prior to the expiration of this agreement.

C. The Participating Entity's fire department or fire service provider as defined in Utah Code § 65A-8-203 (2021) meets minimum standards for wildland fire training, certification, and equipment based on nationally accepted standards as specified by FFSL in R652-122-1400 (2017).

D. FFSL agrees to provide an Annual Participation Commitment Statement and the Participating Entity agrees to review, approve, and return the signed Annual Participation Commitment Statement to FFSL before the start of the Participating Entity's fiscal year.

E. The Participating Entity agrees to implement prevention, preparedness, and mitigation actions, which are identified in their CWPP and lead to reduction of wildfire risk, according to their Annual Participation Commitment Statement.

F. The Participating Entity is not ineligible for a Cooperative Agreement pursuant to R652-122-200 (2017), R652-121-400 (2017), or R652-121-600 (2017)

G. If the Participating Entity is a county or has jurisdiction over unincorporated private land, the county in question has adopted a wildland fire ordinance based on minimum standards established by FFSL in R652-122-1300 (2017).

H. If the Participating Entity is a county or has jurisdiction over unincorporated private land, the county in question has a designated fire warden as described in Utah Code § 65A-8-209.1 (2022) and has entered into a County Warden Agreement (Addendum A).

## SECTION III: PARTICIPATION COMMITMENT

FFSL and the Participating Entity agree to the following provisions:

A. Participation Commitment
   a. The Participating Entity agrees to fulfill a Participation Commitment as contained in R652-122-800 (2017) and R652-122-200(6)(c) (2017).
   b. The Participation Commitment includes prevention, preparedness, and mitigation actions identified in an FFSL-approved CWPP or equivalent wildland fire preparedness plan.

B. Participation Commitment Expenditures and Activities
   a. The Participation Commitment may be met through either direct expenditures or in-kind activities.
      i. Direct expenditures include funds spent by the Participating Entity to implement wildland fire prevention, preparedness or mitigation actions identified in Addendum B or with the approval of the Participating Entity's respective FFSL Area Manager.
      ii. In-kind activities include wildland fire prevention, preparedness or mitigation efforts identified in Addendum B or with the approval of the Participating Entity's respective FFSL Area Manager.
         1. In-kind expenditures are valued at the rate calculated by the "Independent Sector" (https://www.independentsector.org/), the same source used for FFSL's Fire Department Assistance Grant program.
      iii. Participation Commitment cannot be met through direct payment to the State.
   b. FFSL staff (e.g., County Warden, WUI Coordinator, FMO, or Area Manager) may assist the Participating Entity with identifying valid Participation Commitment actions and activities based on the Participating Entity's FFSL-approved CWPP or equivalent wildfire preparedness plan.

C. Participation Commitment Accounting and Reporting

a. The Participating Entity is responsible for accounting for its respective Participation Commitment activities and expenditures.
    i. The value of Participation Commitment expenditures and activities may, in certain instances, "carry-over" to the next fiscal year with the approval of the respective FFSL Area Manager.
        1. The value of capital improvement projects--typically, large "preparedness-type" projects--can carry-over for five years, with no single project's value accounting for more than 25% of the Participating Entity's total Participation Commitment for any of those years. This is the same 25% annual maximum that applies to all preparedness activities as noted on Addendum B.
        2. All other non-capital improvement actions (e.g., a large fuels reduction project) can carry over for three years. No maximum value applies to mitigation actions as described in Addendum
        3. It is the responsibility of the Participating Entity to receive approval from their respective FFSL Area Manager in advance of pursuing a carry-over
        4. It is the responsibility of the Participating Entity to account for, track and report in their annual Participation Commitment Report the carry-over from year to year.

b. The Participating Entity agrees to provide an Annual Participation Commitment Report detailing the Participation Commitment activities and expenditures to their local FFSL Area Office at the conclusion of the Participating Entity's fiscal year (via the County Fire Warden) for annual review and approval by FFSL.
    i. FFSL shall have the right to review and verify records related to the Participation Commitment. FFSL shall also have the right to deny unverifiable or incorrect records.

D. Annual Participation Commitment Statement
    a. In advance of a Participating Entity's fiscal year, FFSL will send the Participating Entity an Annual Participation Commitment Statement.
    b. In order to continue participation for the Participating Entity's upcoming fiscal year, the Participating Entity's executive officer must approve, sign, and return the Annual Participation Commitment Statement to FFSL by the due date contained in the Statement. Failure to do so will terminate this agreement at the conclusion of the Participating Entity's current fiscal year.
    c. The Annual Participation Commitment Statement is based on the Participating Entity's fiscal year, and the corresponding Participation Commitment must be met throughout the Participating Entity's next fiscal year.

E. Participation Commitment Calculation
    a. The Participation Commitment is based on two elements, a wildfire risk assessment by acres ("Risk Assessment") conducted by FFSL, and the historic fire cost average ("Fire Cost Average") in each Participating Entity's jurisdiction.
        i. The Risk Assessment is determined by FFSL's "Utah Wildfire Risk

Assessment Portal" (UWRAP), which will be updated as data sources, technology, and funding allow.

ii. The Fire Cost Average is based on historic suppression costs accrued by a Participating Entity. Only wildland fire suppression costs accrued and paid by the State on behalf of a Participating Entity are counted toward that entity's historic fire cost average. This includes State-paid costs after a Delegation of Fire Management Authority and Transfer of Fiscal Responsibility has occurred.

1. The Fire Cost Average is calculated on a rolling ten-year average, dropping the highest and lowest cost years and adjusting for inflation (using the Consumer Price Index); therefore, each ten-year average will have eight data points.
2. The Fire Cost Average will only include State-paid suppression costs for areas for which the Participating Entity has fire suppression responsibility and taxing authority.

b. FFSL will calculate the Participation Commitment for the Participating Entity according to the formula found in R652-122-300 (2017), R652-122-400 (2017) and R652-122-500 (2017).

F. Participation Commitment Appeals

a. Decisions related to the Participation Commitment may be informally appealed to the State Forester.

## SECTION IV: INITIAL ATTACK, DELEGATION OF FIRE MANAGEMENT AUTHORITY, TRANSFER OF FISCAL RESPONSIBILITY, and EXTENDED ATTACK

A. Initial Attack

a. The Participating Entity agrees to primary responsibility for Initial Attack ("IA"). IA is defined as actions taken by the first resources to arrive at any wildland fire incident. Initial actions may be size-up, patrolling, monitoring, holding action, or aggressive suppression action. All wildland fires that are controlled by suppression forces undergo initial attack. The kind and number of resources responding to initial attack varies depending on fire danger, fuel type, values to be protected and other factors. Generally, initial attack involves a small number of resources and the incident size is small. Regardless of fire type, location, or property/resources being threatened, firefighter and public safety is always the highest priority (NWCG Wildland Fire Incident Management Field Guide, 2013).

b. Effective wildland fire IA will be determined by FFSL based on the definition above and pursuant to Utah Code § 65A-8-202 (2017), defined as what is reasonable for the entity.

c. The Participating Entity agrees to financial responsibility for all IA costs except aviation assets, which are the responsibility of the State.

d. FFSL agrees to financial responsibility for all costs of aviation assets, including both IA and extended incidents.

i. Aviation assets on initial run cards as established by the State will not:
    1. be counted towards a Participating Entity's historic fire cost average for purposes of annually calculating the Participating Entity's Participation Commitment; and,
    2. cause the Delegation of Fire Management Authority or Transfer of Fiscal Responsibility.

B. Delegation of Fire Management Authority and Transfer of Fiscal Responsibility
    a. Delegation of Fire Management Authority and Transfer of Fiscal Responsibility ("Delegation") occur simultaneously with one of the following events:
        i. State or federally owned lands are involved in the incident; or,
        ii. firefighting resources are ordered through an Interagency Fire Center (beyond "pre-planned dispatch"); or,
        iii. at the request of the Participating Entity having jurisdiction by the local fire official on scene; or,
        iv. by decision of the State Forester after consultation with local authorities.
    b. Delegation to FFSL means FFSL or its designee becomes the primary incident commander, in a unified command environment with the agency having jurisdiction.

C. Extended Attack
    a. Upon Delegation a timestamp will be recorded via radio with the Interagency Fire Center servicing the incident.
    b. Delegation documentation will be signed by all parties on the incident organizer and resource needs will be reevaluated in the transition from initial to extended attack.
    c. This timestamp will also be reflected on the Crew Time Reports (CTR)/Shift Ticket of all resources that are not covered by a no-cost local agreement, such as an automatic aid system or other inter-local agreement.
    d. At the time of the Delegation, a new CTR/Shift Ticket will be started for all resources to be used in the extended attack effort.
    e. FFSL agrees to be financially responsible for the wildland fire suppression costs beyond IA if a Delegation occurs and the Participating Entity meets the terms of Code, Rule, and this Agreement.

## SECTION V: WILDLAND FIRE RESPONSE TRAINING, CERTIFICATION AND EQUIPMENT STANDARDS

A. Wildland Fire Response Training and Certification
    a. FFSL prefers certification by the Utah Fire Certification Council as Wildland Firefighter I, as certified by the Utah Fire and Rescue Academy (UFRA).
    b. At a minimum, the Participating Entity will ensure that firefighters providing Initial Attack to wildland fire within the Participating Entity's jurisdiction will be trained in NWCG S130 Firefighter Training and S190 Introduction to Wildland Fire Behavior. FFSL also recommends S215 Wildland Urban Interface Firefighting Operations.

i. This includes firefighters who are directly involved in the suppression of a wildland fire; firefighters on scene who have supervisory responsibility or decision-making authority over those involved in the suppression of a wildland fire; or individuals who have fire suppression responsibilities within close proximity of the fire perimeter.
ii. This does not include a person used as a courier, driver of a vehicle not used for fire suppression, or a person used in a non-tactical support or other peripheral function not in close proximity to a wildland fire.
iii. Upon the Delegation of Fire Management Authority, Firefighters not certified by the Utah Fire Certification Council as Wildland Firefighter I will be released from Initial Attack or reassigned to other firefighting duties.
iv. FFSL reserves the right to reevaluate these requirements.

c. The Participating Entity will ensure that firefighters providing Initial Attack to wildland fire within the Participating Entity's jurisdiction will complete RT130 Annual Fireline Safety Refresher Training prior to each statutory "closed fire season" as found in Utah Code § 65A-8-211(2017).
d. In order to be eligible for state reimbursement for wildland fire suppression response outside of its jurisdiction,
i. a Participating Entity's firefighters and fire departments must follow the qualifications outlined in the FFSL Memorandum of Understanding; or
ii. the County or participating entity fire departments for qualified resources used under this agreement on federal, state or out-of-county (or out-of-entity) fires pursuant to the terms and conditions outlined in the fire department MOU and rate agreement

B. Wildland Fire Response Equipment Standards
a. The Participating Entity will ensure that engines, water tenders, hand tools, and water handling equipment used for response to wildland fire on non-federal land within the Participating Entity's jurisdiction will meet the standard for the type of equipment as determined by the National Wildfire Coordinating Group and/or as indicated in FFSL's annual Fire Department Manual.

## SECTION VI: WILDLAND FIRE COST RECOVERY LEGAL ACTIONS

A. Pursuant to Utah Code § 65A-3-4 (2020), the Participating Entity agrees to initiate a civil action to recover suppression costs incurred by the Participating Entity and the State of Utah on non-federal land within the Participating Entity's jurisdiction for wildland fire caused negligently, recklessly, or intentionally.

B. Counsel for FFSL will provide assistance with these actions.

C. Any costs recovered may reduce the Participating Entity's Historic Fire Cost Average and Participation Commitment.

## SECTION VII: BREACH AND TERMINATION

A. If, at the end of a fiscal year, FFSL determines that the Participating Entity has not complied with the terms of this agreement, including but not limited to, failing to comply with the Participation Commitment or failing to comply with the terms stated in Utah Code § 65A-8-203(4) (2021), the entity will be placed on Probation Status by FFSL and given notice of this decision, the reasons for this decision, and actions required to remove Probation Status.

B. A decision to place the Participating Entity on Probation Status may be appealed to the State Forester. The State Forester may conduct an investigation, hold an informal hearing, and/or request further information from the Participating Entity and/or FFSL.

C. During Probation Status, the Participating Entity may continue to receive assistance as provided in this Cooperative Agreement, but the Participating Entity must come into compliance with the Cooperative Agreement by the end of the fiscal year.

D. If the Participating Entity comes into compliance with the Cooperative Agreement by the end of the first Probation Status fiscal year, the Probation Status shall be lifted.
    a. If the reason for the Probation Status is that the Participating Entity has failed to fulfill its Participation Commitment during the previous fiscal year, the Participating Entity must fulfill the Participation Commitment for the previous year, as well as the Participation Commitment for the current fiscal year by the end of the fiscal year in order to have its probation status lifted.
        i. If during the first Probation Status year, the Participating Entity fulfills its Participation Commitment for the previous fiscal year, but not for the first Probation Status year, the Probation Status may be extended for a second fiscal year.
        ii. If during the second Probation Status year, the Participating Entity fails to fulfill the Participation Commitment for both the first and second Probation Status years, the Cooperative Agreement shall be revoked as specified in subsection VII(E) herein below
    b. Participation Commitment expenditures and actions shall be credited towards the outstanding obligation before being credited to the current obligation.

E. If the Participating Entity does not come into compliance with the terms of this Cooperative Agreement by the end of the first Probation Status fiscal year (or second Probation Status fiscal year if the non-compliance is failure to meet the Participation Commitment), this Cooperative Agreement shall be revoked pursuant to Utah Code § 65A-8-203 (2021) and the entity shall not be eligible for assistance from the Wildland Fire Suppression Fund and shall be responsible for wildland fire suppression costs within its jurisdiction pursuant to Utah Code § 65A-8-203.2 (2017)

F. If the Participating Entity is on probation or otherwise non-compliant with the terms of this or a prior agreement with FFSL, and enters into a new cooperative agreement with FFSL, the

prior obligations and status remain in effect until rectified according to the terms of this agreement.

G. Either party may terminate this agreement by providing the other party with written notice 30 days prior to the termination date.

H. If either party terminates this agreement, the Participating Entity shall only be allowed to enter into a new cooperative agreement pursuant to R652-121-600 (2017).

**UTAH DIVISION OF FORESTRY, FIRE, AND STATE LANDS:**

R. Joseph Anderson

Digitally signed by R. Joseph Anderson
Date: 2023.06.16 14:01:23 -06'00'

Authorized Signature

6/16/2023

Date

Wasatch Front Area Manager

Title

**PARTICIPATING ENTITY:**

Authorized Signature

Date

Title

**APPROVED AS TO FORM:** Tony Clinger, Assistant Attorney General, March 29, 2023

| | |
|---|---|
| Item #: | |
| Fiscal Impact: | $122,000 |
| Funding Source: | Sanitation Fees |
| Account #: | 27-7560-40480-00000-0000 |
| Budget Opening Required: | No |

**ISSUE:**

Authorization to purchase garbage cans.

**SYNOPSIS:**

The purchase of garbage containers from Toter (Wastequip), through OMNIA Partners purchasing coop, for use in residential curbside waste collection.

**BACKGROUND:**

The Sanitation Division regularly purchases new garbage cans to satisfy demand from customers for new cans and to replace damaged cans.

The pricing for the containers is based upon a bid award to other government entities and the containers are procured through OMNIA Partners, a national purchasing organization. The bids obtained through this organization enable the City to benefit from very competitively priced bids from another government agency, satisfying the City's procurement requirements.

This resolution authorizes the purchase of 1,872 garbage containers.

**RECOMMENDATION:**

Authorize the Public Works Department to spend $122,000 to purchase garbage containers.

**SUBMITTED BY:**

Dan Johnson, Public Works Director

**WEST VALLEY CITY, UTAH**

**RESOLUTION NO. _____**

**A RESOLUTION APPROVING THE PURCHASE OF GARBAGE CANS FROM WASTEQUIP.**

**WHEREAS,** West Valley City wishes to purchase new garbage cans to replace aging and unusable cans; and

**WHEREAS,** Wastequip has been awarded a contract through an interlocal purchasing cooperative to supply said products; and

**WHEREAS,** the price awarded to Wastequip is within price parameters and meets the City's needs; and

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

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of West Valley City, Utah, that the City is hereby authorized to purchase garbage cans from Wastequip for an amount not to exceed $122,000.00 and that the Mayor and City Manager are hereby authorized to execute, for and on behalf of the City, any documents necessary to complete said purchases.

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

1661 Frontera Rd, Del Rio, TX, 78840
PHONE: 800-424-0422 FAX: 833-930-1124
WQ-10278309

## Sell To:

| | | | |
|---|---|---|---|
| Contact Name | Paul Love | Ship To Name | City of West Valley City |
| Bill To Name | City of West Valley City | Ship To | 2805 S 3600 W<br>West Valley City, UT 84119<br>USA |
| Bill To | 2855 S 3600 W<br>West Valley City, UT 84119-1644<br>USA | | |
| Email | paul.love@wvc-ut.gov | | |
| Phone | (801) 963-3379 | | |

## Quote Information

| | | | |
|---|---|---|---|
| Salesperson | Steve Ortmayer | Created Date | 6/27/2023 |
| Salesperson Email | sortmayer@wastequip.com | Expiration Date | 7/11/2023 |
| Salesperson Phone | 720-387-6696 | Quote Number | WQ-10278309<br>Please Reference Quote Number on all Purchase Orders |

| Product | Product Description | Description | Selected Option | Quantity | Sales Price | Total Price |
|---|---|---|---|---|---|---|
| **Plastics - 79296 - OMNIA | Model 79296 - Toter 96 Gallon EVR II Universal/Nestable Cart-OMNIA | Cart stacks to be bagged at the factory | ---Body Color - (940) Green<br>---Lid Color - (940) Green<br>---Body Hot Stamp on Both Sides (Existing) in White<br>---Wheels - 10in Snap-on<br>---Customer Serial Number Hot Stamped on Front of Cart Body in White<br>---2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed<br>---Warranty – 12 Yrs Cart Body, All other components 10 Yrs | 1,872.00 | $58.32 | $109,175.04 |

| | | | |
|---|---|---|---|
| Payment Terms | Net 30 Days if credit has been established | Subtotal | $109,175.04 |
| Shipping Terms | FOB Origin | Shipping | $12,515.04 |
| | | Tax | $0.00 |
| | | Grand Total | $121,690.08 |

## Additional Information

| | |
|---|---|
| Additional Terms | Our Quote is a good faith estimate, based on our understanding of your needs. Subject to our acceptance, your Order is an offer to purchase our Products and services in accordance with the Wastequip Terms & Conditions of Sale (“WQ T&C”) located at: https://www.wastequip.com/terms-conditions-of-sale, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. These WQ T&Cs may be updated from time to time and are available by hard copy upon request. |
| Additional Information | Pricing is based on your anticipated Order prior to the expiration of this Quote, including product specifications, quantities and timing, accepted delivery within 45 days of Order acceptance by Toter. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials |

| | |
|---|---|
| | are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change. |
| Special Contract Information | Please Note: Pricing and Product offerings is based on the OMNIA Partners, Public Sector (subsidiaries National IPA and U.S. Communities) agreement through Toter's Contract No. 171717 as awarded by the City of Tucson on 02-01-2018. Per the terms of this contract, pricing and products are evaluated every three (3) months for price adjustments based on current market conditions, at any time without prior notice, and after City of Tucson approval. The current pricing is effective 2-1-2023 through 7-31-2023. Toter, LLC Product Warranties, Disclaimers, Limitation of Liability and Remedies, and Limited Warranty Provisions apply to all purchases thereunder. |

## Signatures

Accepted By: _____

Company Name: _____

Date: _____

Purchase Order: _____

**Please Reference Quote Number on all Purchase Orders**

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

**ISSUE:**

Authorization and execution of an Underground Right-of-way Easement in favor of Rocky Mountain Power – Midvalley Connector Bus Rapid Transit Project.

**SYNOPSIS:**

Rocky Mountain Power is requesting an Underground Right-of-way Easement across West Valley City property located at 2788 W. Lancer Way (15-33-129-005).

**BACKGROUND:**

Rocky Mountain Power is requesting an Underground Right-of-way Easement across West Valley City property located at 2788 W. Lancer Way in order to install infrastructure for future charging facilities for the UTA Bus Hub expansion and the electric vehicle charging stations to be built in the City Hall parking lot.

**RECOMMENDATION:**

Authorize the mayor to execute Underground Right-of-way Easement for and on behalf of West Valley City.

**SUBMITTED BY:**

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

**WEST VALLEY CITY, UTAH**

**RESOLUTION NO. _____**

**A RESOLUTION AUTHORIZING THE CITY TO EXECUTE AN UNDERGROUND RIGHT OF WAY EASEMENT IN FAVOR OF ROCKY MOUNTAIN POWER.**

**WHEREAS,** the City desires to install electric vehicle charging stations and provide for future charging stations at the UTA facility near City Hall; and

**WHEREAS**, in order to install said stations, Rocky Mountain Power requires an easement on the City's property; and

**WHEREAS**, an Underground Right of Way Easement (the "Easement") has been prepared in favor of Rocky Mountain Power;

**WHEREAS,** the City Council does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to grant the Easement.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of West Valley City, Utah that the Easement is hereby approved, and that the Mayor is authorized to execute said Easement, subject to final approval of the form of the Easement by the City Attorney's Office.

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

*REV101512*
Return to:
Rocky Mountain Power
Lisa Louder/Bryan Millward
1407 West North Temple Ste. 110
Salt Lake City, UT 84116

Project Name: Midvalley BRT West Valley Hub Bus Charging Station
Tract Number:
WO#: 8242093
RW#:

## UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **West Valley City, a municipal corporation of the State of Utah** ("Grantor"), hereby grants to PacifiCorp, an Oregon Corporation, d/b/a Rocky Mountain Power its successors and assigns, ("Grantee"), an easement for a right of way **10** feet in width and **254** feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of underground electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, cabinets, and vaults on, across, or under the surface of the real property of Grantor in **Salt Lake** County, State of **Utah** described as follows and as more particularly described and shown on Exhibit **A** attached hereto and by this reference made a part hereof:

A perpetual easement, upon part of an entire tract of property, situate in the NE1/4 NW1/4 of Section 33, T.1S., R.1W., S.L.B.&M., in Salt Lake County, Utah. The boundaries of said part of an entire tract are described as follows:

Beginning at a point in the northerly boundary line of said entire tract, which point is 1065.58 feet S.00°00'44"W. (1065.10 feet by record) along the quarter section line and 532.10 feet S.89°56'20"W. and 21.28 feet N.89°56'20"E. from the North Quarter Corner of said Section 33; and running thence N.89°56'20"E. 32.91 feet along said northerly boundary line of said entire tract; thence S.00°14'45"E. 254.50 feet to a point in the northerly right of way line of the existing 3650 South; thence S.89°45'15"W. 9.88 feet along said northerly right of way line to a point in the southerly boundary line of said entire tract; thence N.00°14'45"W. 244.24 feet; thence S.89°42'16"W. 15.93 feet; thence N.34°34'18"W. 12.58 feet to the point of beginning. The above described part of an entire tract of property contains 2,716 square feet or 0.062 acre in area.

(Note: Rotate all bearings in the above description 00°14'45" clockwise to obtain highway bearings.)

Assessor Parcel No. **15-33-129-005**

Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together

with the present and (without payment therefor) the future right to keep the right of way clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

At no time shall Grantor place or store any flammable materials (other than agricultural crops), or light any fires, on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

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

DATED this _____day of _____, 2023.

**Grantor:**
West Valley City, a municipal corporation of State of Utah

_____
Karen Lang, Mayor

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

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

_____
Notary Public

NOT FOR CONSTRUCTION

**PARCEL 129-005**
TOTAL PARCEL AREA = 37672 SQ FT
EASEMENT AREA = 2717 SQ FT

**MUNICIPAL BUILDING AUTHORITY OF WEST VALLEY CITY**
**3600 SOUTH 2700 WEST**
**15-33-129-050**

**UTAH TRANSIT AUTHORITY**
**3618-3622 SOUTH MARKET ST.**
**15-33-128-053**

**WEST VALLEY CITY**
**2788 WEST 3650 SOUTH**
**15-33-129-005**

**UTAH STATE DEPT. OF ADMIN.**
**3636 SOUTH 2700 WEST**
**15-33-129-004**

**3650 SOUTH**

148'
33'
13'
16'
10'
255'
46'
10'
38
BE
PS
R
r/w

0 20 40 80
SCALE IN FEET

N

**LEGEND:**

PROPOSED EASEMENT (PARCEL 129-005)

WVC Hub_ROW- RMP-Exhibit.dgn
4/7/2023

MIDVALLEY CONNECTOR
UTA



**UTAH TRANSIT AUTHORITY**
JACOBS ENGINEERING

| | | | |
|---|---|---|---|
| APPROVED | 178 | 11/08/2022 DATE | |
| DRAWN BY | SVT | QC CHECKED BY | SL |

MIDVALLEY CONNECTOR
BUS RAPID TRANSIT

| | | | |
|---|---|---|---|
| PROJECT | | PIN | 17842 |
| PROJECT NUMBER | MSP253 | | |

EXHIBIT A

SHEET NO. EX-01

| | |
|---|---|
| Item #: | |
| Fiscal Impact: | $600.00 |
| Funding Source: | Transportation Sales Tax |
| Account #: | 45-9610-40750-75280-0200 |
| Budget Opening Required: | No |

**ISSUE:**

Authorization and execution of a Right-of-way Purchase Agreement, and acceptance of a Warranty Deed for the 2023 Asphalt Overlay Project.

**SYNOPSIS:**

The Donna S. Glissmeyer Family Trust has signed a Right-of-way Purchase Agreement and a Warranty Deed for a portion of property located at 3389 West 4400 South (21-05-426-007).

**BACKGROUND:**

The Donna S. Glissmeyer Family Trust property located at 3389 West 4400 South is one of several properties affected by the required removal and replacement of ADA ramps for the 2023 Asphalt Overlay Project. As part of this project several residential streets will be roto-milled and overlaid. Any existing ADA ramps which do not comply with the current ADA standards and regulations must be removed and replaced.

The Warranty Deed will allow for construction over a portion of the property currently owned by the property owners. The portion of property being acquired is located at the northeast corner of Lot 28 of Hawarden Estates No. 2 and contains a total of 18 square feet. Compensation in the amount of $600.00 was based upon land values for property in the neighborhood.

**RECOMMENDATION:**

Accept Warranty Deed authorize the mayor to execute the Right-of-way Purchase Agreement. Authorize City Recorder to record said Warranty Deed for and on behalf of West Valley City.

**SUBMITTED BY:**

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

**WEST VALLEY CITY, UTAH**

**RESOLUTION NO. _____**

**A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A RIGHT OF WAY PURCHASE AGREEMENT AND ACCEPT A WARRANTY DEED WITH AND FROM THE DONNA S. GLISSMEYER FAMILY TRUST FOR PROPERTY LOCATED AT 3389 WEST 4400 SOUTH.**

**WHEREAS,** the Donna S. Glissmeyer Family Trust (herein "Owner") has entered into a Right of Way Purchase Agreement for property located at 3389 West 4400 South that is affected by the 2023 Asphalt Overlay Project (herein "Project"); and

**WHEREAS**, Owner has also signed a Warranty Deed (the "Deed"), as required for the Project; and

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

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

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

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

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

**WEST VALLEY CITY**
**RIGHT OF WAY PURCHASE AGREEMENT**

On this _____ day of _____, 20___, the Donna S. Glissmeyer Family Trust, dated February 17, 1995 (GRANTOR), hereby agrees to sell to GRANTEE, West Valley City (the "City"), 3600 Constitution Blvd., West Valley City, Utah 84119, certain property for right-of-way purposes.

IN CONSIDERATION of the foregoing and other considerations hereinafter set forth, it is mutually agreed by the parties hereto as follows:

1. GRANTOR shall deliver a warranty deed in the form and for the property described in Exhibit A.

2. The City shall pay $600.00 for the property described in Section 1. This amount constitutes fair market value and is the entire payment for the property and any and all known or potential damages, costs, or value that may be related to the property. Closing shall occur within sixty days of the execution of this Agreement.

3. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter of this Agreement. The performance of this Agreement constitutes the entire consideration for this acquisition and shall relieve the City of all further obligations or claims on that account or on account of the location, grade, and construction of the proposed improvements.

4. The compensation set forth in Section 2 above includes the cost to the Grantor to replace the improvements on the subject property.

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

*(signatures follow)*

**GRANTOR**
**THE DONNA S. GLISSMEYER FAMILY TRUST**

**Michael Glissmeyer, Trustee**

State of UTAH )
:ss
County of DAVIS )

On this 15th day of JUNE, 2023, **Michael Glissmeyer,** whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the Trustee of **THE DONNA S. GLISSMEYER FAMILY TRUST**, and that the foregoing instrument was signed on behalf of said trust and he acknowledged to me that said trust executed the same.

STEVEN J DALE
Notary Public State of Utah
My Commission Expires on:
February 08, 2027
Comm. Number: 729306

Notary Public

**GRANTEE**
**MAYOR**

ATTEST:

CITY RECORDER

Exhibit A - Warranty Deed

WHEN RECORDED RETURN TO:
West Valley City Recorder
3600 S. Constitution Blvd.
West Valley City, Utah 84119

Space above for County Recorder's use

Portion of PARCEL I.D. #**21-05-426-007**

**WARRANTY DEED**

**THE DONNA S. GLISSMEYER FAMILY TRUST, dated February 17, 1995,** GRANTOR, hereby conveys and warrants to WEST VALLEY CITY, a municipal corporation of the State of Utah, located at 3600 Constitution Blvd., West Valley City, Utah 84119, GRANTEE, for the sum of $10.00 and other good and valuable consideration, receipt of which is hereby acknowledged, a parcel of land in fee, located at **3389 West 4400 South**, in West Valley City, Salt Lake County, State of Utah. The boundaries of said parcel of land conveyed by this Warranty Deed are described as follows:

> A parcel of land in fee, being part of an entire tract of property located in the Southeast Quarter of Section 5, Township 2 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said parcel of land are more particularly described as follows:
>
> Beginning at the Northeast Corner of Lot 28 of Hawarden Estates No. 2, according to the official plat thereof as recorded in Book CC at page 84 in the office of the Salt Lake County Recorder and running thence South 6.00 feet; thence North 44°59'15" West 8.49 feet to the southerly line of 4400 South Street; thence South 89°58'30" East 6.00 feet to the POINT OF BEGINNING. Containing 18 square feet.

Subject to easements, rights, rights-of-way, reservations, conditions, restrictions, covenants, and taxes and assessments of record or apparent or enforceable in law or equity.

WITNESSED the hand of said GRANTOR this _____ day of _____, 2023.

GRANTOR
**THE DONNA S. GLISSMEYER FAMILY TRUST**

_____
**Michael Glissmeyer, Trustee**

State of _____ )
:ss
County of _____ )

On this _____ day of _____, 2023, **Michael Glissmeyer,** whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the Trustee of **THE DONNA S. GLISSMEYER FAMILY TRUST**, and that the foregoing instrument was signed on behalf of said trust and he acknowledged to me that said trust executed the same.

_____
Notary Public

WHEN RECORDED RETURN TO:
West Valley City Recorder
3600 S. Constitution Blvd.
West Valley City, Utah 84119

Space above for County Recorder's use

Portion of PARCEL I.D. #**21-05-426-007**

# WARRANTY DEED

**THE DONNA S. GLISSMEYER FAMILY TRUST, dated February 17, 1995,** GRANTOR, hereby conveys and warrants to WEST VALLEY CITY, a municipal corporation of the State of Utah, located at 3600 Constitution Blvd., West Valley City, Utah 84119, GRANTEE, for the sum of $10.00 and other good and valuable consideration, receipt of which is hereby acknowledged, a parcel of land in fee, located at **3389 West 4400 South**, in West Valley City, Salt Lake County, State of Utah. The boundaries of said parcel of land conveyed by this Warranty Deed are described as follows:

> A parcel of land in fee, being part of an entire tract of property located in the Southeast Quarter of Section 5, Township 2 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said parcel of land are more particularly described as follows:
>
> Beginning at the Northeast Corner of Lot 28 of Hawarden Estates No. 2, according to the official plat thereof as recorded in Book CC at page 84 in the office of the Salt Lake County Recorder and running thence South 6.00 feet; thence North 44°59'15" West 8.49 feet to the southerly line of 4400 South Street; thence South 89°58'30" East 6.00 feet to the POINT OF BEGINNING. Containing 18 square feet.

Subject to easements, rights, rights-of-way, reservations, conditions, restrictions, covenants, and taxes and assessments of record or apparent or enforceable in law or equity.

WITNESSED the hand of said GRANTOR this 15TH day of JUNE, 2023.

GRANTOR
**THE DONNA S. GLISSMEYER FAMILY TRUST**

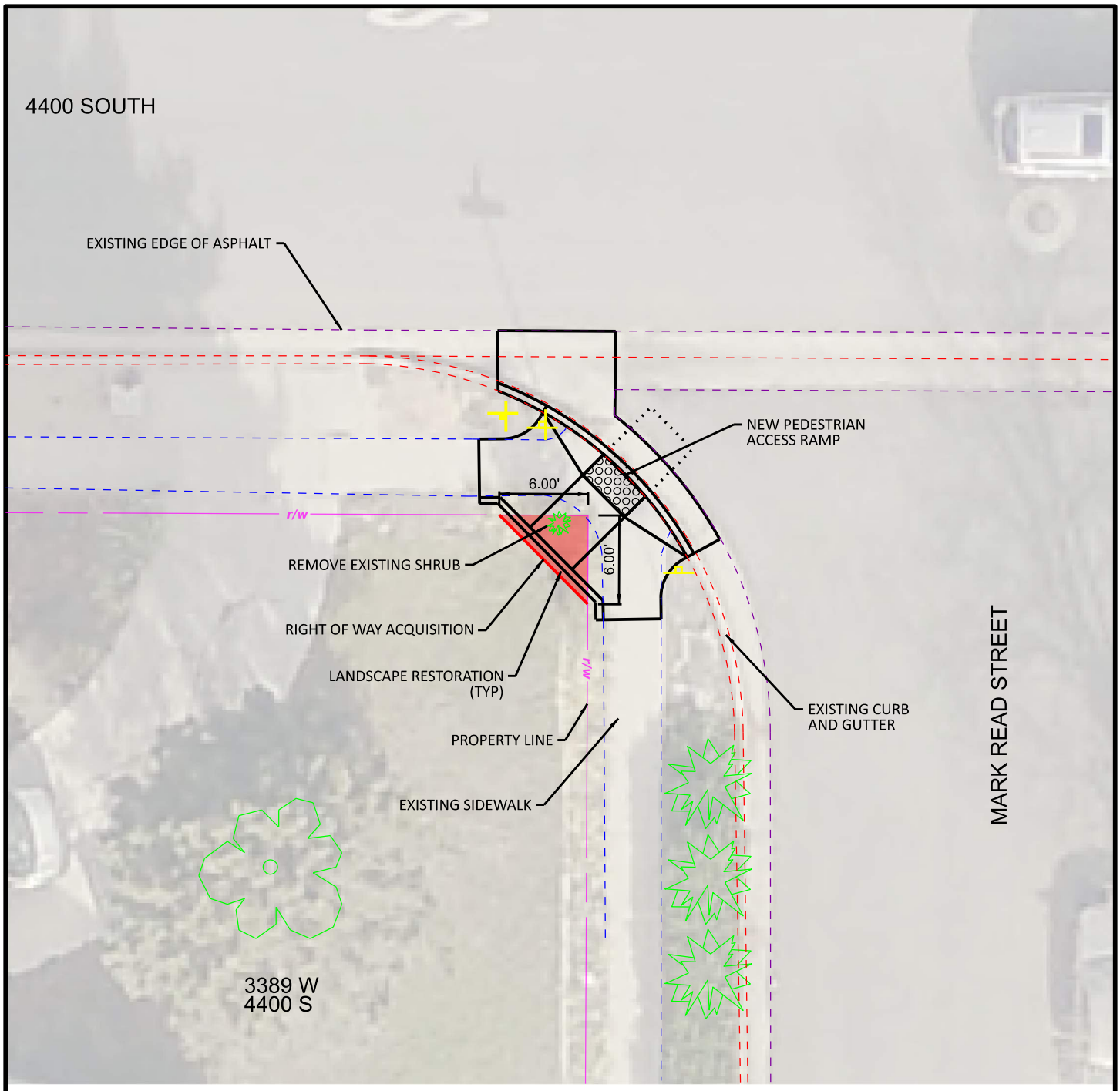
**Michael Glissmeyer, Trustee**

State of UTAH )
:ss
County of DAVIS )

On this 15TH day of JUNE, 2023, **Michael Glissmeyer,** whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the Trustee of **THE DONNA S. GLISSMEYER FAMILY TRUST**, and that the foregoing instrument was signed on behalf of said trust and he acknowledged to me that said trust executed the same.

STEVEN J DALE
Notary Public State of Utah
My Commission Expires on:
February 08, 2027
Comm. Number: 729306

Notary Public




## LEGEND

- EXISTING SIDEWALK
- EXISTING CURB AND GUTTER
- EXISTING EDGE OF PAVED ROAD
- EXISTING FENCE
- EXISTING PROPERTY LINE
- TEMPORARY CONSTRUCTION EASEMENT (TCE)
- RIGHT OF WAY ACQUISITION
- NEW PEDESTRIAN ACCESS RAMP
- ACQUISITION | TCE AREA
- DETECTABLE WARNING SURFACE
- CLEAR SPACE

N W E S

0 5 10 15 20

SHEET NO. RW-##

2023 ASPHALT OVERLAY PROJECT

RIGHT-OF-WAY

3389 W 4400 S

PROJECT NUMBER WVC ENG CCR - 478

**WEST VALLEY CITY PUBLIC WORKS DEPARTMENT**
**ENGINEERING DIVISION**
3600 CONSTITUTION BOULEVARD
WEST VALLEY CITY, UTAH 84119-3720

DESIGN _____ PROFESSIONAL ENGINEER DATE

DESIGN
CHECK
DRAWN
CHECK

REMARKS | DATE | NO. | BY

REVISIONS

10/24/2022 9:42:50 AM H:\ENGDIV\PROJECTS\2023 Asphalt Overlay Project\CAD\Drawings\PDF Exhibits\ROW EXHIBITS\4400 S Mark Read St. SW.dgn

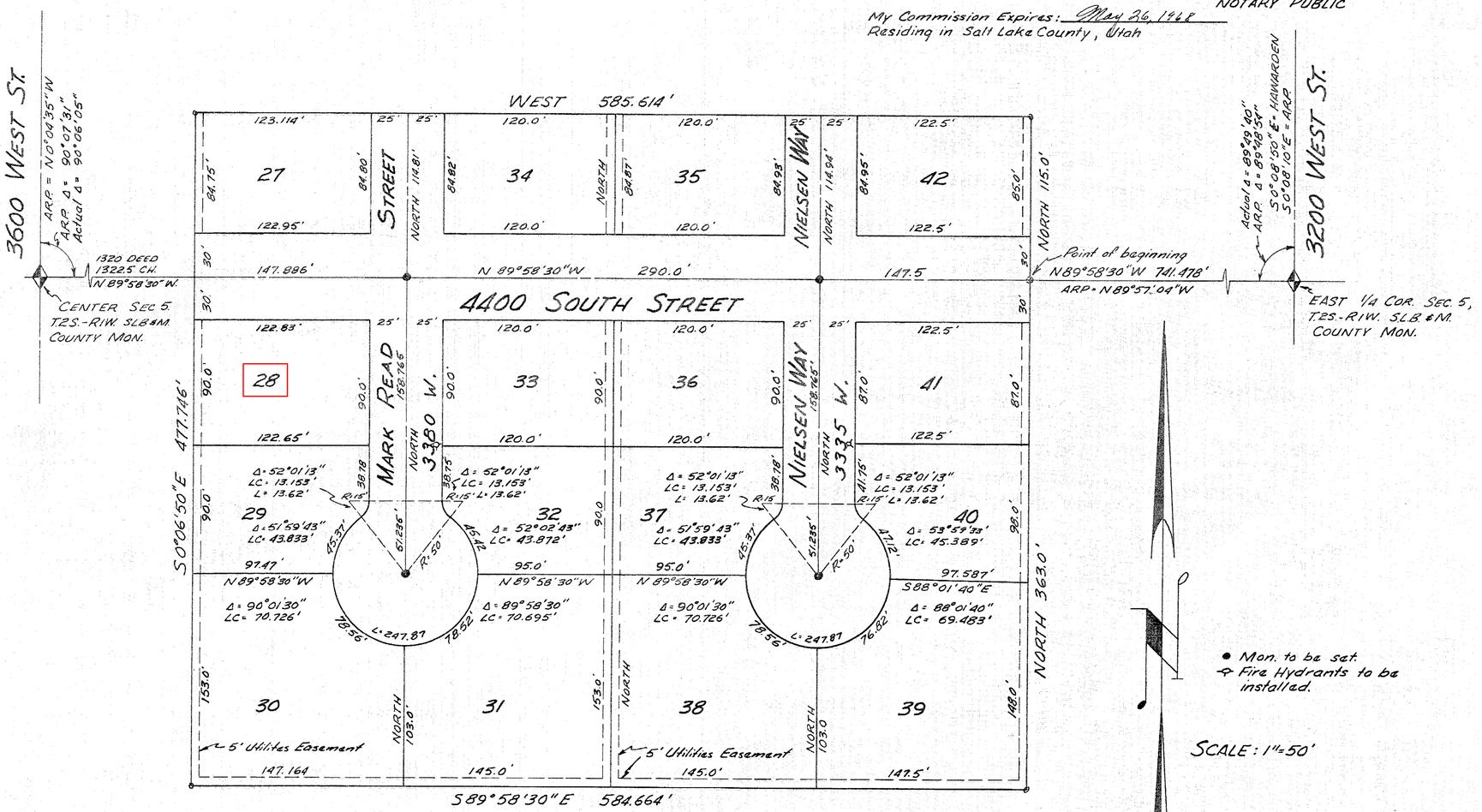
## ACKNOWLEDGMENT

STATE OF UTAH }
COUNTY OF SALT LAKE }

On the 23 day of April 1965, A.D., personally appeared before me G.R. HARMON and RULON E. JENKINS who being by me duly sworn did say, each for himself, that he, the said G.R. HARMON is the President, and he, the said RULON E. JENKINS is the Secretary of MIDWEST REALTY & FINANCE, INC., and that the within and foregoing instrument was signed in behalf of said Corporation by authority of a resolution of its Board of Diractors and said G.R. HARMON and RULON E. JENKINS each duly acknowledged to me that said Corporation executed the same and that the Seal affixed is the Seal of said Corporation.

Janice M. Coates
NOTARY PUBLIC

My Commission Expires: May 26, 1968
Residing in Salt Lake County, Utah




● Mon. to be set.
⊕ Fire Hydrants to be installed.

SCALE: 1"=50'

## SURVEYOR'S CERTIFICATE

I, EDWARD F. GINI, do hereby certify that I am a Registered Professional Engineer and/or Land Surveyor, and that I hold certificate No. 47, as prescribed under the laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereafter to be known as HAWARDEN ESTATES NO. 2 and that same has been correctly surveyed and staked on the ground as shown on this plat.

BOUNDARY DESCRIPTION

| COURSE | DIST. | REMARKS |
|---|---|---|
| | | Beginning at a point which is N89°58'30"W. 741.478 feet from the East 1/4 Corner Section 5, T.2S.-R1W. SLB&M, and running thence; |
| NORTH | 115.00 | feet; thence |
| WEST | 585.614 | " ; " |
| S0°06'50"E | 477.746 | " ; " |
| S89°58'30"E | 584.664 | " ; " |
| NORTH | 363.00 | " to the point of beginning. |

DATE April 19, 1965

Edward F. Gini

## OWNER'S DEDICATION

Know all men by these presents that ___, the ___ undersigned owner ( ) of the above described tract of land, having caused same to be subdivided into lots and streets to be hereafter known as the

HAWARDEN ESTATES NO. 2

do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for Public use.

In witness whereof we have hereunto set OUR HANDS this ___ day of ___ A.D., 19___

Rulon E. Jenkins
SECRETARY

MIDWEST REALTY & FINANCE
G R Harmon
PRESIDENT

## ACKNOWLEDGMENT

STATE OF UTAH } S.S.
County of Salt Lake }

On the 4TH day of JUNE A.D., 1965, personally appeared before me, the undersigned Notary Public, in and for said County of Salt Lake in said State of Utah, the signer(s) of the above Owner's dedication, 2 in number, who duly acknowledged to me that they signed it freely and voluntarily and for the uses and purposes therein mentioned.

MY COMMISSION EXPIRES: 1-14-69

Dennis J. Black
NOTARY PUBLIC
RESIDING IN SALT LAKE COUNTY

# HAWARDEN ESTATES NO. 2

A Subdivision Located in the East 1/2 of Section 5, T.2S-R.1W.
SALT LAKE BASE & MERIDIAN

### SALT LAKE CO. BOARD OF HEALTH APPROVAL

APPROVED THIS 20th DAY OF MAY A.D., 19 65

Merle D. Turner
DIRECTOR — S. L. CO. BOARD OF HEALTH

### COUNTY PLANNING COMMISSION APPROVAL

APPROVED THIS 27TH DAY OF APRIL A.D., 19 65 BY THE SALT LAKE COUNTY PLANNING COMMISSION.

Allen C. Maback
CHAIRMAN, SALT LAKE CO. PLANNING COMM.

### COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE HAD THIS PLAT, AND SAID TRACT, AS STAKED, EXAMINED BY THIS OFFICE; AND IT IS CORRECT AND IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.

May 25, 1965
DATE

Roger Borden
SALT LAKE COUNTY SURVEYOR

### APPROVAL AS TO FORM

APPROVED AS TO FORM THIS 7th DAY OF June A.D., 19 65

Robert D. Case
SALT LAKE COUNTY ATTORNEY

### COUNTY COMMISSION APPROVAL & ACCEPTANCE

PRESENTED TO THE BOARD OF SALT LAKE COUNTY COMMISSIONERS THIS 4TH DAY OF JUNE A.D., 19 65 AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

ATTEST Jack Willey
SALT LAKE COUNTY CLERK

Marvin D. Jensen
CHAIRMAN, BD. OF SALT LAKE CO. COMM.

### RECORDED # 2087637

STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF Midwest Realty & Finance
DATE 6/8/65 TIME 11:37 A.M. BOOK CC PAGE 84
$16.00 FEE $

Hazel Taggart Chase
SALT LAKE COUNTY RECORDER

FORM APPROVED BY BOARD OF SALT LAKE COUNTY COMMISSIONERS

"SALT LAKE BLUE" IMPERIAL

July 6, 2023

**MEMORANDUM**

TO: CITY COUNCIL

FROM: WAYNE T. PYLE, CITY MANAGER

RE: UPCOMING MEETINGS AND EVENTS

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

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

## July 2023

| | |
|---|---|
| July 11, 2023<br>*Tuesday* | RC Crawler Course Ribbon Cutting, 3:30 PM; WVCFFC, 5415 W 3100 S |
| July 11, 2023<br>*Tuesday* | UNP Partners in the Park, 6 PM; Parkway Park, 3405 W Pkwy Blvd |
| July 11, 2023<br>*Tuesday* | Snoop Dogg, 6 PM; USANA, 5150 Upper Ridge Rd |
| July 11, 2023<br>*Tuesday* | Gallery Exhibit: What's on Your Plate Opens, 6 PM; UCCC, 1355 W 3100 S |
| July 12, 2023<br>*Wednesday* | Chat with the Chief, 6 PM; Live at facebook.com/WVCPolice |
| July 12, 2023<br>*Wednesday* | Hump Day Buffet, 5-8:30 PM; 3590 Market Street |
| July 12, 2023<br>*Wednesday* | Hump Day Buffet Special: The Edo Group of Nigeria, 6:30 PM; Fairbourne Station Promenade, 3590 Market Street |

| | |
|---|---|
| July 13, 2023<br>S<br>*Thursday* | Farmers Market, 5-9 PM; Centennial Park, 5405 W 3100 |
| July 13, 2023<br>*Thursday* | Gallery Exhibit: Face of Utah Sculpture XIX Opening Reception, 6 PM; UCCC, 1355 W 3100 S |
| July 13, 2023<br>*Thursday* | West Valley High School Summer Showcase Art Exhibit Opens, 6 PM; UCCC, 1355 W 3100 S |
| July 13, 2023<br>*Thursday* | Disturbed, 6:30 PM; USANA, 5150 Upper Ridge Rd |
| July 14-16, 2023<br>*Friday-Sunday* | $1 Admission to Family Fitness Center; West Valley City Family Fitness Center, 5415 W 3100 S |
| July 15, 2023<br>*Saturday* | Tree Planting, More Details to Come |
| July 15, 2023<br>*Saturday* | MyHometown Day of Service Granger, 8 AM – 12 PM; Various Locations in Granger |
| July 15, 2023<br>*Saturday* | Shelter Saturday, 11 AM to 4 PM; West Valley Animal Shelter, 4522 W 3500 S |
| July 17, 2023<br>*Monday* | Chill with the Chief, 6 PM; Meadowlands Park, 3350 S 5800 W |
| July 17, 2023<br>*Monday* | The Soulistics Concert, 8 PM; UCCC, 1355 W 3100 S |
| July 18, 2023<br>*Tuesday* | Rocky Ridge Park Ribbon Cutting, 3:30 PM; 5250 S Summer Ridge Dr |
| July 19, 2023<br>*Wednesday* | Pop Up Play at Hump Day Buffet, 6 PM; Fairbourne Station Promenade, 3590 Market Street |
| July 19, 2023<br>*Wednesday* | Watch Wednesday – Parks and Recreation, 6:30-7:30 PM; West View Park, 4100 South 6000 West |
| July 19, 2023 | The Avett Brothers, 7:30 PM; Maverik Center, 3200 |

| | |
|---|---|
| *Wednesday* | Decker Lake Dr |
| July 20, 2023<br>*Thursday* | Pioneer Crossing Park and Adaptive Boat Ramp Ribbon Cutting, 1276 W Cultural Center Dr |
| July 20, 2023<br>S<br>*Thursday* | Farmers Market, 5-9 PM; Centennial Park, 5405 W 3100 |
| July 20, 2023<br>*Thursday* | 3 Doors Down, 7:30 PM; USANA, 5150 Upper Ridge Rd |
| July 20, 2023<br>*Thursday* | Movie in the Park – Sonic the Hedgehog 2, Starts at Dusk; Centennial Park, 5405 W 3100 S |
| July 21 – 23, 2023<br>*Friday – Sunday* | WVC Summer Sizzle Mini Z Race Event; UCCC, 1355 W 3100 S |
| July 21, 2023<br>*Friday* | 50 Cent, 7 PM; Maverik Center, 3200 Decker Lake Dr |
| July 24, 2023<br>*Monday* | Pioneer Day Holiday/City Office's Closed |
| July 26, 2023<br>*Wednesday* | Senior County-wide Cornhole Tournament, 10 AM; Harman Senior Recreation Center, 4090 S 3600 W |
| July 26, 2023<br>*Wednesday* | Hump Day Buffet, 5-8:30 PM; 3590 Market Street |
| July 27, 2023<br>*Thursday* | Cops & Cleats Youth Football Camp, 8 AM to Noon; Granger High School, 3580 S 3600 W |
| July 27, 2023<br>*Thursday* | Luau Party, 5-7 PM; Harman Senior Recreation Center; 4090 S 3600 W |
| July 27, 2023<br>S<br>*Thursday* | Farmers Market, 5-9 PM; Centennial Park, 5405 W 3100 |
| July 28, 2023<br>*Friday* | Alicia Keys, 8 PM; Maverik Center, 3200 Decker Lake Dr |

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| July 31, 2023<br>*Monday* | Chill with the Chief, 6 PM; Kingspointe Park, 1330 W Rothchild Drive (3665 S) |
| July 31, 2023<br>*Monday* | Coco Garcia Rumba Libre Band Concert, 8 PM; UCCC, 1355 W 3100 S |

## August 2023

| | |
|---|---|
| August 1, 2023<br>*Tuesday* | National Night Out Block Parties, Various Times and Locations around the City |
| August 1, 2023<br>*Tuesday* | The Smashing Pumpkins, 6:30 PM; USANA, 5150 Upper Ridge Rd |
| August 2, 2023<br>*Wednesday* | Hump Day Buffet, 5-8:30 PM; 3590 Market Street |
| August 2, 2023<br>*Wednesday* | Hump Day Buffet Special: BD Howes Band, 7 PM; Fairbourne Station Promenade, 3590 Market Street |
| August 3-26, 2023 | West Side Story; West Valley City Performing Arts Center, 3333 Decker Lake Dr |
| August 3, 2023<br>S<br>*Thursday* | Farmers Market, 5-9 PM; Centennial Park, 5405 W 3100 |
| August 3, 2023<br>*Thursday* | WVPAC Gallery Exhibit: West Side Story Exhibit Opening, 6 PM; WVPAC, 3333 Decker Lake Dr |
| August 3, 2023<br>*Thursday* | Luau at Centennial Outdoor Pool (Members Only Event), 6:30 - 8 PM; 5355 W 3100 S |
| August 3, 2023<br>*Thursday* | The Offspring, 7 PM; USANA, 5150 Upper Ridge Rd |
| August 3, 2023<br>*Thursday* | Movie in the Park, Starts at Dusk; Centennial Park 5405 S 3100 S |
| August 4, 2023<br>*Friday* | U of U Healthy Start Fair, Time TBD; Centennial Park, 5415 W 3100 S |

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|---|---|
| August 4, 2023<br>*Friday* | Community First Friday: Face of Utah Sculpture Art Talk, 6 PM; UCCC, 1355 W 3100 S |
| August 4, 2023<br>*Friday* | Luke Bryan, 7 PM; USANA, 5150 Upper Ridge Rd |
| August 5, 2023<br>*Saturday* | My Hometown Day of Service West Granger, 8 AM – 12 PM; Various Locations in West Granger |
| August 6, 2023<br>*Sunday* | Yellowcard, 7 PM; USANA, 5150 Upper Ridge Rd |
| August 7, 2023<br>*Monday* | National Night Out Senior Safety Fair, 9-11 AM; WVCFFC, 5415 W 3100 S |
| August 7, 2023<br>*Monday* | National Night Out Family Safety Fair, 4:30 – 6:30 PM; WVCFFC, 5415 W 3100 S |
| August 7, 2023<br>*Monday* | Ghost Re-Imperatour U.S.A with Amon Amarth, 6:30 PM; USANA, 5150 Upper Ridge Rd |
| August 7, 2023<br>*Monday* | Smiling Souls Reggae Band Concert, 8 PM; UCCC, 1355 W 3100 S |
| August 8, 2023<br>*Tuesday* | Foo Fighters, 6:30 PM; USANA, 5150 Upper Ridge Rd |
| August 9, 2023<br>*Wednesday* | Hump Day Buffet, 5-8:30 PM; 3590 Market Street |
| August 10, 2023<br>S<br>*Thursday* | Farmers Market, 5-9 PM; Centennial Park, 5405 W 3100 |
| August 11, 2023<br>*Friday* | Dierks Bentley, 7 PM; USANA, 5150 Upper Ridge Rd |
| August 11, 2023<br>*Friday* | ARTrageous Theater Arts Summer Camp Performance, 7 PM; UCCC, 1355 W 3100 S |
| August 11, 2023 | Grupo Frontera "El Comienzo" Tour 2023, 8 PM; Maverik |

| | |
|---|---|
| *Friday* | Center, 3200 Decker Lake Dr |
| August 12, 2023<br>*Saturday* | MyHometown Day of Service North Granger, 8 AM – 12 PM; Various Location in North Granger |
| August 16, 2023<br>*Wednesday* | National Night Out Harman Senior Recreation Center, 5-7 PM; 4090 S 3600 W |
| August 16, 2023<br>*Wednesday* | Hump Day Buffet, 5-8:30 PM; 3590 Market Street |
| August 17, 2023<br>S<br>*Thursday* | Farmers Market, 5-9 PM; Centennial Park, 5405 W 3100 |
| August 18, 2023<br>*Friday* | 103.5 The Arrow Presents Foreigner, 7 PM; USANA, 5150 Upper Ridge Rd |
| August 19, 2023<br>*Saturday* | MyHometown Day of Service Granger, 8 AM – 12 PM; Various Location in Granger |
| August 23, 2023<br>*Wednesday* | Hump Day Buffet, 5-8:30 PM; 3590 Market Street |
| August 24, 2023<br>S<br>*Thursday* | Farmers Market, 5-9 PM; Centennial Park, 5405 W 3100 |
| August 25, 2023<br>*Friday* | National Night Out Block Parties, Various Locations and Locations around the City |
| August 25, 2023<br>*Friday* | Mudvayne, 5:30 PM; USANA, 5150 Upper Ridge Rd |
| August 29, 2023<br>*Tuesday* | Pantera, 7 PM; USANA, 5150 Upper Ridge Rd |
| August 30, 2023<br>*Wednesday* | Save the Date – ChamberWest Awards Gala; Maverik Center, 3200 Decker Lake Cr |
| August 30, 2023<br>*Wednesday* | National Night Out SummerFest, 5:30-8:30 PM; Fairbourne Station Promenade, 3590 Market Street |

August 31, 2023 Farmers Market, 5-9 PM; Centennial Park, 5405 W 3100 S
*Thursday*

## September 2023

September 1, 2023 Community First Friday, More Details to Come
*Friday*

September 1, 2023 Gallery Exhibit: Nigerian Association of Utah Open, 9 AM;
*Friday* UCCC, 1355 W 3100 S

September 1, 2023 The Mega-Monsters Tour: Mastodon & Gojira w/ special
*Friday* guest Lorna Shore, 7 PM; USANA, 5150 Upper Ridge Rd

September 2, 2023 Jelly Roll, 7 PM; USANA, 5150 Upper Ridge Rd
*Saturday*

September 3, 2023 The Lumineers, 7:30 PM; USANA, 5150 Upper Ridge Rd
*Sunday*

September 4, 2023 Labor Day/City Office's Closed
*Monday*

September 4, 2023 Centennial Outdoor Pool Closes; 5355 W 3100 S
*Monday*

September 5, 2023 Primary Election Day
*Tuesday*

September 7, 2023 Farmers Market, 5-9 PM; Centennial Park, 5405 W 3100 S
*Thursday*

September 7, 2023 Gallery Exhibit: Weavers Guild Opens, 6 PM; UCCC,
*Thursday* 1355 W 3100 S

September 7, 2023 Gallery Exhibit: Surface Design Group Opens, 6 PM; UCCC,
*Thursday* 1355 W 3100 S

September 9, 2023 MyHometown Day of Service West Granger, 8 AM – 12

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

## October 2023

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

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|---|---|
| October 5, 2023<br>S<br>*Thursday* | Farmers Market, 5-9 PM; Centennial Park, 5405 W 3100 |
| October 7, 2023<br>*Saturday* | MyHometown Day of Service West Granger, 8 AM – 12 PM; Various Locations in West Granger |
| October 10, 2023<br>*Tuesday* | Billy Strings, 7:30 PM; Maverik Center, 3200 Decker Lake Dr |
| October 11, 2023<br>*Wednesday* | Chat with the Chief, 6 PM; Live at facebook.com/WVCPolice |
| October 14, 2023<br>*Saturday* | Zac Brown Band, 7 PM; USANA, 5150 Upper Ridge Rd |
| October 14, 2023<br>*Saturday* | Ryan Adams w/ The Cardinals, 7:30 PM; Maverik Center, 3200 Decker Lake Dr. |
| October 17, 2023<br>*Tuesday* | Shinedown, 6:50 PM; USANA, 5150 Upper Ridge Rd |
| October 20, 2023<br>*Friday* | Hozier: Unreal Unearth Tour, 8 PM; Maverik Center, 3200 Decker Lake Dr |
| October 21, 2023<br>*Saturday* | MyHometown Day of Service Granger, 8 AM – 12 PM; Various Location in Granger |
| October 24, 2023<br>*Tuesday* | Nirto Circus 20th Anniversary Tour, 7 PM; Maverik Center, 3200 Decker Lake Dr |
| October 28, 2023<br>*Saturday* | MyHometown Day of Service North Granger, 8 AM – 12 PM; Various Location in North Granger |
| October 31, 2023<br>*Tuesday* | Skillet & Theory of a Deadman, 7 PM; Maverik Center, 3200 Decker Lake Dr |

## November 2023

| | |
|---|---|
| November 8, 2023<br>*Wednesday* | Chat with the Chief, 6 PM; Live at facebook.com/WVCPolice |

| | |
|---|---|
| November 15, 2023<br>*Wednesday* | Watch Wednesday – CPTED Holiday Safety Tips, 6:30-7:30 PM, Family Fitness Center, 5415 W 3100 S |
| November 18, 2023<br>*Saturday* | C&B Committee City Hall Lobby Decorating, 8 AM – 12 PM; 3600 S Constitution Blvd |
| November 18, 2023<br>*Saturday* | Survivors of Suicide Loss Event, 2-4 PM; UCCC, 1355 W 3100 S |
| November 21, 2023<br>*Tuesday* | General Election Day |
| November 23, 2023<br>*Thursday* | Thanksgiving/City Office's Closed |

## December 2023

| | |
|---|---|
| December 17-21, 2023<br>*Sunday - Thursday* | Giving Tree Week |
| December 25, 2023<br>*Monday* | Christmas Day/City Office's Closed |

Strategic Discussion List

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

2- Contract evaluation form for city manager
~~Employee manual~~- Discussed 5.13.23

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

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

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

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

6- **Other**
Archives- Scheduled 04.11.23 / Wayne sent follow-up memo 5.22.23/Waiting Council Discussion
Hotels becoming long term rentals
~~Homeless task force invitation-~~ Discussed with Councilmember Whetstone 3.1.23

A Special Electronic Meeting of the West Valley City Building Authority will be held on Tuesday, July 18, 2023, at 6:30 PM, or as soon thereafter as the City Council Meeting is completed, in the 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.

WILL WHETSTONE, CHAIR
SCOTT HARMON, VICE CHAIR

**A G E N D A**

1. Call to Order
2. Opening Ceremony
3. Roll Call
4. Approval of Minutes:
   - A. June 20, 2023
5. Resolutions:
   - A. 23-06: Authorize the Authority to Execute an Underground Right of Way Easement in Favor of Rocky Mountain Power
6. Adjourn

- 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.

**MINUTES OF THE MUNICIPAL BUILDING AUTHORITY SPECIAL MEETING – JUNE 20, 2023**
**-1-**

THE MUNICIPAL BUILDING AUTHORITY OF WEST VALLEY CITY MET IN SPECIAL SESSION ON TUESDAY, JUNE 20, 2023, AT XX P.M. IN THE COUNCIL CHAMBERS, WEST VALLEY CITY HALL, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS ALSO HELD ELECTRONICALLY VIA ZOOM. THE MEETING WAS CALLED TO ORDER BY CHAIRMAN WILLIAM WHETSTONE.

THE FOLLOWING MEMBERS WERE PRESENT:

William Whetstone, Chair
Jake Fitisemanu
Scott Harmon
Tom Huynh
Don Christensen
Lars Nordfelt
Karen Lang

STAFF PRESENT:

Wayne Pyle, City Manager
Nichole Camac, City Recorder
Nicole Cottle, Assistant City Manager/ General Counsel
Eric Bunderson, City Attorney *(electronically)*
Colleen Jacobs, Police Chief
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
John Flores, HR Director *(electronically)*
Mark Nord, RDA Director *(electronically)*
Sam Johnson, Strategic Communications Director
Ken Cushing, IT

**APPROVAL OF MINUTES OF SPECIAL MEETING HELD JUNE 13, 2023**
The Board considered Minutes of the Annual Meeting held June 13, 2023. There were no changes, corrections or deletions.

Mr. Christnesen moved to approve the Minutes of the Annual Meeting held June 13, 2023. Mr. Lang seconded the motion.

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

**PUBLIC HEARINGS**

A. **ACCEPT PUBLIC INPUT REGARDING RE-OPENING THE FY 2022-2023 BUDGET**

Wayne Pyle informed a public hearing had been advertised for the Special Municipal Building Authority Meeting scheduled June 20, 2023, in order for the Authority to hear and consider public comments regarding re-opening the FY 2022-2023 Budget.

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

> A Public Notice was posted June 8, 2023, in public view at City Hall, the Family Fitness Center and UCCC; also, posted on the Public Notice Website and West Valley City's Website. Notice was given that a public hearing is to be held June 8, 2023, at 6:30 p.m., West Valley City Hall, 3600 Constitution Blvd., West Valley City, Utah.

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

**ACTION: CONSIDER RESOLUTION 23-05, AMEND THE BUDGET OF WEST VALLEY CITY MUNICIPAL BUILDING AUTHORITY FOR THE FISCAL YEAR BEGINNING JULY 1, 2022 AND ENDING JUNE 30, 2023 TO REFLECT CHANGES IN THE BUDGET FROM INCREASED REVENUES AND AUTHORIZE THE DISBURSEMENT OF FUNDS**

The Municipal Building Authority previously held a public hearing regarding proposed Resolution 23-05 that would amend the budget of West Valley City Municipal Building Authority for the fiscal year beginning July 1, 2022 and ending June 30, 2023 to reflect changes in the budget from increased revenues and authorize the disbursement of funds.

Upon inquiry by Chairman Whetstone there were no further questions from members of the Authority, and he called for a motion.

Ms. Nordfelt moved to approve Resolution 23-05.

Mr. Harmon seconded the motion.

A roll call vote was taken:

| | |
|---|---|
| Mr. Fitisemanu | Yes |
| Mr. Harmon | Yes |
| Mr. Huynh | Yes |
| Ms. Lang | Yes |
| Mr. Christensen | Yes |
| Mr. Nordfelt | Yes |
| Chair Whetstone | Yes |

Unanimous.

**MOTION TO ADJOURN**
Upon motion by Mr. Lang, all voted in favor to adjourn.

THERE BEING NO FURTHER BUSINESS OF THE MUNICIPAL BUILDING AUTHORITY OF WEST VALLEY CITY, THE REGULAR MEETING OF TUESDAY, JUNE 20, 2023, WAS ADJOURNED AT 7:03 PM. BY CHAIRMAN WHETSTONE.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Regular Meeting of the Municipal Building Authority of West Valley City held Tuesday, June 20, 2023.

_____
Nichole Camac
Secretary

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

**ISSUE:**

Authorization and execution of an Underground Right-of-way Easement in favor of Rocky Mountain Power – Midvalley Connector Bus Rapid Transit Project.

**SYNOPSIS:**

Rocky Mountain Power is requesting an Underground Right-of-way Easement across Municipal Building Authority of West Valley City property located at 3600 S. Constitution Boulevard (15-33-129-050).

**BACKGROUND:**

Rocky Mountain Power is requesting an Underground Right-of-way Easement across Municipal Building Authority of West Valley City property located at 3600 S. Constitution Boulevard in order to install infrastructure for future charging facilities for the UTA Bus Hub expansion and the electric vehicle charging stations to be built in the City Hall parking lot.

**RECOMMENDATION:**

Authorize the mayor to execute Underground Right-of-way Easement for and on behalf of West Valley City.

**SUBMITTED BY:**

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

**MUNICIPAL BUILDING AUTHORITY OF WEST VALLEY CITY**

**RESOLUTION NO. _____**

**A RESOLUTION AUTHORIZING THE AUTHORITY TO EXECUTE AN UNDERGROUND RIGHT OF WAY EASEMENT IN FAVOR OF ROCKY MOUNTAIN POWER.**

**WHEREAS,** the City desires to install electric vehicle charging stations and provide for future charging stations at the UTA facility near City Hall; and

**WHEREAS**, in order to install said stations, Rocky Mountain Power requires an easement on the Authority's property; and

**WHEREAS**, an Underground Right of Way Easement (the "Easement") has been prepared in favor of Rocky Mountain Power;

**WHEREAS,** the Board of Trustees of the Municipal Building Authority does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to grant the Easement.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of the Municipal Building Authority of West Valley City that the Easement is hereby approved, and that the President is authorized to execute said Easement, subject to final approval of the form of the Easement by the City Attorney's Office.

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

MUNICIPAL BUILDING AUTHORITY
OF WEST VALLEY CITY

_____
PRESIDENT

ATTEST:

_____
SECRETARY

*REV101512*
Return to:
Rocky Mountain Power
Lisa Louder/Bryan Millward
1407 West North Temple Ste. 110
Salt Lake City, UT 84116

Project Name: Midvalley BRT West Valley Hub Bus Charging Station
Tract Number:
WO#: 8242093
RW#:

## UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **Municipal Building Authority of West Valley City, an nonprofit corporation of the State of Utah, Salt Lake County, Utah** ("Grantor"), hereby grants to PacifiCorp, an Oregon Corporation, d/b/a Rocky Mountain Power its successors and assigns, ("Grantee"), an easement for a right of way **27** feet in width and **26** feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of underground electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, cabinets, and vaults on, across, or under the surface of the real property of Grantor in **Salt Lake** County, State of **Utah** described as follows and more particularly described and shown on Exhibit **A** attached hereto and by this reference made a part hereof:

:

A perpetual easement, upon part of an entire tract of property, situate in the NE1/4 NW1/4 of Section 33, T.1S., R.1W., S.L.B.&M., in Salt Lake County, Utah. The boundaries of said part of an entire tract are described as follows:

Beginning at a point in the southerly boundary line of said entire tract, which point is 1065.58 feet S.00°00'44"W. along the quarter section line and 532.10 feet S.89°56'20"W. and 21.28 feet N.89°56'20"E. from the North Quarter Corner of said Section 33; and running thence N.34°34'18"W. 10.46 feet; thence N.55°25'42"E. 23.00 feet; thence S.34°34'18"E. 26.27 feet to the southerly boundary line of said entire tract; thence N.89°56'20"E. 27.91 feet along said southerly boundary line to the point of beginning. The above described part of an entire tract of property contains 422 square feet or 0.010 acre in area.

(Note: Rotate all bearings in the above description 00°14'45" clockwise to obtain highway bearings.)

Assessor Parcel No. **15-33-129-050**

Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the right of way clear of

all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

At no time shall Grantor place or store any flammable materials (other than agricultural crops), or light any fires, on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

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

WITNESSED the hand of said GRANTOR this ___ day of _____ , 2023.

GRANTOR
**Municipal Building Authority of West Valley City,**
**a nonprofit corporation of the State of Utah**

_____
**William Whetstone, President**

State of Utah )
:ss
County of Salt Lake )

On this _____ day of _____, 2022, personally appeared before me **William Whetstone**, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed to me that he is the **President** of the **Municipal Building Authority of West Valley City, a nonprofit corporation of the State of Utah**, and that the foregoing instrument was signed on behalf of said agency by authority of a resolution of its Board of Directors, and he acknowledged to me that said corporation executed the same.

_____
Notary Public

NOT FOR CONSTRUCTION

**PARCEL 129-050**
TOTAL PARCEL AREA = 144909 SQ FT
EASEMENT AREA = 423 SQ FT

**MUNICIPAL BUILDING AUTHORITY OF WEST VALLEY CITY**
**3600 SOUTH 2700 WEST**
**15-33-129-050**

**UTAH TRANSIT AUTHORITY**
**3618-3622 SOUTH MARKET ST.**
**15-33-128-053**

**WEST VALLEY CITY**
**2788 WEST 3650 SOUTH**
**15-33-129-005**

**UTAH STATE DEPT. OF ADMIN.**
**3636 SOUTH 2700 WEST**
**15-33-129-004**

**3650 SOUTH**

148'
55°29'22"
34°28'41"
23'
26'
10'
28'
255'
45'
10'
PS
PL
BE
TW

0 20 40 80
SCALE IN FEET

N

**LEGEND:**

PROPOSED EASEMENT (PARCEL 129-050)

WVC Hub_ROW- RMP-Exhibit.dgn
4/7/2023

MIDVALLEY CONNECTOR
UTAH



**UTAH TRANSIT AUTHORITY**
JACOBS ENGINEERING

| | | | |
|---|---|---|---|
| DRAWN BY | SVT | APPROVED | 208 |
| QC CHECKED BY | SL | DATE | 11/08/2022 |

| | |
|---|---|
| PROJECT | MIDVALLEY CONNECTOR<br>BUS RAPID TRANSIT |
| PROJECT NUMBER | MSP253 PIN 17842 |
| | EXHIBIT A |

SHEET NO. EX-01