THE CITY OF WEST JORDAN
COMMITTEE OF THE WHOLE
July 19, 2023

Thomas M. Rees Justice Center
8040 S Redwood Road
West Jordan, UT 84088

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WORK SESSION 6:00 pm

1. CALL TO ORDER

2. DISCUSSION TOPICS

a. Presentation of Citywide Survey Results – 2023
b. Introduction of a development at 6170 West 7800 South (previously proposed as Bowman's Arrow)
c. Discussion on Proposed Amendments to Business License Code (Title 4 Chapter 1)
d. Kearns Improvement District Emergency Connection Agreement

3. ADMINISTRATIVE ITEMS

4. ADJOURN

*UNFINISHED BUSINESS

Unfinished Business Items are matters that have been introduced that remain unresolved. Updates are listed to assist in planning or resolution.

- **Veteran's Memorial Park Master Plan** – introduced to Council during a Work Session on February 9, 2022. Currently with Administration. A vendor has been

chosen for the design and the contract has been finalized. Council provided input on their top ten priorities for the plan during the April 26, 2023 Council Meeting.

- **City Center Visioning** – Council discussed City Center visioning during a Strategic Planning Work Session on February 9, 2022 and again during a Work Session on March 9, 2022. Currently with staff and in coordination with Station Area Plan working group. The group met with various stakeholders, city staff, and outside planners on April 17, 2023.
- **Soccer Complex** – Council discussed West Jordan Soccer Complex agreement during a Work Session on October 12, 2022. Ongoing dialog.
- **Sewer Lift Station** – Council discussed proposed language provided by Council Member Green & Whitelock regarding sewer lift stations for Title 13 Zoning Regulations during a Committee of the Whole meeting on March 15, 2023. Currently with legal.
- **Business Licensing** – On March 22, 2023 the Council passed Ordinance No. 23-12 an ordinance amending the 2009 West Jordan City Code (General Business Regulations and Licensing Requirements; amending city code sections 4-1A-1 through 4-1D-5 inclusive). The Council desired further simplification of the business licensing process and created a Council ad-hoc committee to work with administration to accomplish this request. Tentatively scheduled for June 28, 2023 City Council Meeting.

UPCOMING CITY COUNCIL MEETINGS

- Wednesday, July 26, 2023 – Regular City Council Meeting – 6:00p
- Wednesday, August 9, 2023 – Regular City Council Meeting – 6:00p
- Wednesday, August 16, 2023 – Committee of the Whole Meeting – 6:00p
- Wednesday, August 23, 2023 – Regular City Council Meeting – 6:00p

Interested parties may contact the Council PRIOR to the meeting in one of the following ways: *(your comment will not be part of the meeting but will be provided to all members of the entire City Council)*

- *Call the 24-hour Public Comment Line PRIOR to the meeting and leave a message:* ***(801) 569-5052****. Please include your name and phone number.*
- *Send an email to* ***councilcomments@westjordan.utah.gov****. Please include your name and phone number.*

You can follow the City Council on Twitter @WJCityCouncil and on Facebook @WestJordanCityCouncil

In accordance with the Americans with Disabilities Act, the City of West Jordan will make reasonable accommodations for participation in the meeting. Request for assistance can be made by contacting the West Jordan City Council Office at 801-569-5017, providing at least three working days' advance notice of the meeting.

ELECTRONIC PARTICIPATION
One or more council members may participate electronically in this meeting using online video conferencing technology per Utah Code (§52-4-207) and West Jordan City Ordinance 1-13-1-E. Members' participation via electronic communication will be broadcast and amplified so other Council Members and all other persons present in the Council Chambers will be able to hear or see the communication.

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CERTIFICATE OF POSTING
I certify that the foregoing agenda was posted at the principal office of the public body, on the Utah Public Notice website https://www.utah.gov/pmn/, on West Jordan City's website https://westjordan.primegov.com/public/portal, and notification was sent to the Salt Lake Tribune, Deseret News, and the West Jordan Journal.

Please note: *agenda items are subject to change and may be reordered or tabled in order to accommodate the needs of the City Council, staff, and the public.*

Posted and dated [enter posted date] Cindy M. Quick, MMC, Council Office Clerk

REQUEST FOR COUNCIL ACTION

Action: Provide information to Council

Presenter: Y2 Analytics

Applicant:

Department Sponsor: Council Office

Agenda Type: DISCUSSION TOPICS

Time Requested: 15 minutes presentation, 10 minutes council

Meeting Date Requested : 07/19/2023

Deadline of item : 07/19/2023

(Council may elect to provide more or less time)

1. **AGENDA SUBJECT**
   Presentation of Citywide Survey Results – 2023

2. **EXECUTIVE SUMMARY**
   Members of Y2 Analytics will be presenting aggregate results from this year's survey to the City Council.

3. **TIME SENSITIVITY / URGENCY**
   Not urgent; however, it is never too early to start thinking about what questions the Council would like to see on the next survey.

4. **FISCAL NOTE**
   A total of $35,000 was appropriated for this project during the FY2023 budgeting process (see line 21, page 70 of the budget.) Another $25,000 has been set aside in the proposed FY2024 budget for another survey, as surveying annually on city services can help show improvements or deficiencies in these services as city staff members work to provide these services under ever-changing circumstances and policies.

5. **PLANNING COMMISSION RECOMMENDATION**
   N/A

6. **STAFF ANALYSIS**
   At several public meetings, members of the council have expressed a desire to hear from residents. Therefore, Council Staff recommends that Council continues to invest in surveying residents, as it is a good opportunity to gain insights about residents' needs — especially residents that aren't always politically active — and gather input on how the City can improve services and give the council clearer insight on budgeting priorities.

7. **MOTION RECOMMENDED**
   N/A

8. **MAYOR RECOMMENDATION**
   N/A

9. **OTHER INFORMATION**

Due to this being the City's first survey under the council-mayor form of government, special care was taken to include the feedback of the Council, the Mayor, and Department Heads within the City. Because each of these groups have various needs a few compromises needed to be made. For example, not every question can possibly be included in a survey and sometimes there are certain ways to ask a question that will yield greater statistical validity in later analysis.

Fortunately, this survey established baseline questions that will be asked year to year to help assess whether the City is, at minimum, maintaining current service levels. Because these questions have been established, the Council and Administrative body can focus on questions that are pertinent to issues the City is currently facing each survey year.

West Jordan City Residents Survey
Draft Questionnaire

Intro & Screener

survey_intro. Thank you for responding to our survey about community priorities in West Jordan. Your time and opinions are greatly valued. Please note that your participation is voluntary and that all your answers will remain strictly confidential.

The survey takes most people less than 15 minutes to complete. You may complete it more quickly depending on your survey answers and the speed of your internet connection. If you exit the survey before completion, you will be able to resume it at a later time.

To begin the survey, click on the forward arrow button below. During the survey you can use the navigation button on the bottom of the screen to advance questions. If during the survey you do not see the button, scroll down until you see it.

---

s_qualify Do you live in West Jordan?

1 Yes
2 No [TERMINATE]

---

s_direction Overall, would you say the City of West Jordan is headed in the right or the wrong direction?

1 Right direction
2 Wrong direction
3 Don't know/unsure

DISPLAY IF RIGHT DIRECTION IS SELECTED IN S_DIRECTION
oe_right_why Why would you say West Jordan is headed in the **right direction**? (OPEN ENDED)

DISPLAY IF WRONG DIRECTION IS SELECTED IN S_DIRECTION
oe_wrong_why Why would you say West Jordan is headed in the **wrong direction**? (OPEN ENDED)

---

n_overall All things considered, on a scale from 0 to 100, with 0 being very low and 100 being very high, how would you rate your overall quality of life in West Jordan?

s_5yrrate How would you rate the City of West Jordan today compared to five years ago? Would you say it is…

1 Much better
2 Somewhat better
3 About the same
4 Somewhat worse
5 Much worse
6 Don't know, I haven't been here that long

Life in West Jordan

oe_likemost What do you like most about living in West Jordan? (OPEN ENDED)

---

oe_topissue2 In your opinion, what is the most important issue facing West Jordan **in the next 3-5 years**? (OPEN ENDED)

---

s_cs To what extent do you agree or disagree with the following statements about West Jordan?

[FLIP ORDER]

1 Strongly disagree
2 Somewhat disagree
3 Neither agree nor disagree
4 Somewhat agree
5 Strongly agree

[RANDOMIZE]

a. Overall, I feel safe living in West Jordan.
b. West Jordan is a great place to raise a family.
c. West Jordan provides all the services I think it should provide.
d. West Jordan has all the kinds of retail I want it to have.
e. Overall, I think West Jordan does a good job managing city services.
f. West Jordan is growing and developing in a positive way.
g. West Jordan has enough parks, open spaces, and recreation areas to meet my needs.
h. There are job opportunities in West Jordan for people like me.
i. I feel a sense of community with other West Jordan residents.

---

s_commun_imp How important is it to you to feel a sense of community with other West Jordan residents?

[FLIP ORDER]

1 Very important
2 Somewhat important
3 Not very important
4 Not at all important

---

m_commun Below is a list of potential ways the City could work to build a stronger sense of community among its residents. In your opinion, which of the following actions would best help to build a stronger sense of community in West Jordan? Please select all that apply.

[RANDOMIZE]

1 Increase the number/frequency of City-sponsored events
2 Improve existing City-sponsored events
3 Improve the City's social media presence
4 Improve the City website
5 Promote more activities geared toward youth (youth sports, activities at the library, etc.)
6 Promote community-focused service or neighborhood improvement projects
7 Promote federal/state holiday celebrations (street decorations, parades, etc.)
8 Increase communication from the City
9 Other, please specify [TEXT BOX, ANCHOR]
10 No improvements needed [ANCHOR]

Community Services

n_services West Jordan provides several services to its residents. Please rate each of the following services using a 0 to 100 scale with 0 meaning you are completely dissatisfied and 100 meaning you are completely satisfied. If you are unfamiliar with a service, select Not applicable.

[RANDOMIZE]

1 Sidewalk maintenance
2 Street lighting
3 Code enforcement
4 City parks and open spaces
5 Community events
6 Planning, zoning, and building services
8 Police services
9 Fire and emergency medical services
10 Garbage collection/Recycling
12 Culinary (drinking) water
13 Animal control services
14 Snow removal services
15 Surface maintenance on City streets and roads (excluding highways and interstates maintained by UDOT)
16 Surface maintenance on highways and interstates maintained by UDOT (excluding City streets and roads)
17 Trails
18 Stormwater

---

oe_add_service Are there any city services you feel are missing from West Jordan? (OPEN END)

Contact with City

s_news1 From which source do you currently receive most of your information about the City of West Jordan?

[RANDOMIZE]

1 Email from the City
2 City website
3 Newspaper
4 Social media (i.e., Twitter, Facebook, etc)
5 Notices, flyers, or other advertising around the City
6 Word of mouth (i.e., talking to neighbors)
7 Attending or watching City Council meetings
8 Utility bill insert
9 Other, please specify [TEXT BOX, ANCHOR]

---

s_news2 From which source would you prefer to receive most of your information about West Jordan?

[RANDOMIZE]

1 Email from the City
2 City website
3 Newspaper
4 Social media (i.e. Twitter, Facebook, etc)
5 Notices, flyers, or other advertising around the City
6 Word of mouth (i.e. talking to neighbors)
7 Attending or watching City Council meeting
8 Utility bill insert
9 Contacting the City directly
10 Other, please specify [TEXT BOX, ANCHOR]

---

s_news3 From which of the following news outlets, if any, do you regularly get your news? Please select all that apply.

[RANDOMIZE]

1 Salt Lake Tribune
2 West Jordan Journal
3 Deseret News
4 Salt Lake City Weekly
5 Fox 13 News (FOX13)
6 2 News (KUTV2)
7 KSL News (KSL5)
8 ABC4 Utah News (ABC4)
9 Other, please specify: [ANCHOR]
10 None of the above

---

s_commfreq. Which of the following best describes the level of communication you would like to receive from the City of West Jordan?

[FLIP ORDER]

1 I would prefer to receive **much more communication** from West Jordan
2 I would prefer to receive **a little more communication** from West Jordan
3 I would prefer to receive **a little less communication** from West Jordan
4 I would prefer to receive **much less communication** from West Jordan
5 I am **happy with the level of communication** I currently receive from West Jordan

---

s_complaint1 During the past year have you contacted the City to seek service, information, or to file a complaint?

[FLIP ORDER]

1 Yes
2 No

(IF s_complaint = 1 ASK s_complaint2)
s_complaint2 How did you contact the City to seek service, seek information, or file a complaint?

[RANDOMIZE]

1 City website
2 Phone
3 Message over social media
4 In person at an office
5 Email
6 Other, please specify [TEXT BOX, ANCHOR]

(IF s_complaint = 1 ASK s_response1)
s_response1 Were you satisfied by the professionalism and courtesy of the City employee who responded to you?

[FLIP ORDER]

1 Very satisfied
2 Somewhat satisfied
3 Neither satisfied nor dissatisfied
4 Somewhat dissatisfied
5 Very dissatisfied

(IF s_complaint = 1 ASK s_response2)

oe_response2 If you have any comments you would like to briefly share about your experience with any West Jordan office in the past year, please enter them here. In your comments, please provide as much specific information as possible (i.e., the department or office you contacted, etc.)
(OPEN END)

---

s_housingconcern. Thinking about planning for the future of West Jordan and the community you live in, how important are each of the following potential priorities to you personally?

[RANDOMIZE ORDER]

1. Keeping costs for City services low
2. Preserving land for parks and open spaces
3. Supporting and maintaining a mix of housing types
4. Bringing in development opportunities that will contribute revenue to the City and diversify the tax base
5. Providing affordable housing opportunities
6. Having a place for my children/family to live in the community
7. Making communities more walkable
8. Providing more neighborhood access to public transit

Very important
Somewhat important
Not very important
Not at all important

Cemetery

s_tradeoff_cem Would you support or oppose the City purchasing land for an additional City cemetery?

[FLIP ORDER]

1. Strongly support
2. Somewhat support
3. Neither support nor oppose
4. Somewhat oppose
5. Strongly oppose

Demographics

demo_intro And now just a few more questions that will help us categorize responses.

---

s_sex Which of the following best describes how you think of yourself?

1 Male
2 Female
3 In another way, please specify if you wish: [TEXT BOX]

---

n_yearborn Please enter the year you were born:

---

s_timelived How long have you lived in West Jordan?

1 Less than 2 years
2 3-5 years
3 6-10 years
4 11-20 years
5 21 or more years

---

s_projection How long do you plan to stay in West Jordan?

1 Less than 2 years
2 3-5 years
3 6-10 years
4 11-20 years
5 21 or more years

---

s_ownrent Which of the following best describes where you are currently living?

1 Own or buying my own home
2 Rent my home or apartment
3 Live with parents
4 Other

---

s_hometype Which of the following housing types best describes where you are currently living?

1 Single-family home
2 Townhome, duplex, or twin home
3 Apartment or condominium
4 Accessory Dwelling Unit (for example, basement apt, mother-in-law suite, attic apt, tiny home on existing lot, etc.)
5 Other, please specify:

---

s_edofr What is the last year of school you completed?

1 Some high school or less
2 High school graduate
3 Some college
4 College graduate
5 Post graduate degree (e.g. MA, MBA, LLD, PhD)
6 Vocational school or technical school

---

m_employ What is your employment status? Select all that apply.

1 Self-employed
2 Employed by someone else
3 Unemployed
4 Homemaker
5 Retired
6 Student

---

n_household How many people live in your household, either related or unrelated?

---

s_children Do you have a child(ren) in your household?

1 Yes
2 No

---

s_marriage Are you currently…

1 Married
2 Divorced
3 Widowed
4 Living with partner
5 Single

---

m_race Are you:

1 American Indian / Native American
2 Asian
3 Black / African American
4 Hispanic / Latino
5 White / Caucasian
6 Pacific Islander
7 Other, please specify [TEXT BOX]

---

s_income What do you expect your 2023 family income to be?

1 Under $25,000
2 $25,000 – 39,999
3 $40,000 – 49,999
4 $50,000 – 74,999
5 $75,000 – 99,999
6 $100,000 – 124,999
7 $125,000 – 149,999
8 $150,000 – 199,999
9 Over $200,000

---

oe_comments. Thank you for completing the survey. If you have any comments about the topics in this survey or West Jordan in general, please enter them here below. Otherwise, click the forward arrow button at the bottom of the screen to submit your response.
(OPEN END)

b. Review of questions pertaining to policy on city survey

Cassidy Hansen asked for Council feedback regarding proposed questions for a residential survey. Chair McConnehey suggested using directional terms (NE, SE) instead of quadrants, and Council Member Green suggested including designations such as 'south of 7800 South, and west of Bangerter, rather than quadrants.

Council Member Whitelock asked if the Council could have time to take the questions home for further review and consideration. City Administrator Korban Lee responded that the original intention had been for the survey to go out in November or December 2022, with responses available in January prior to the budget process. Due to a number of factors, the survey was delayed. He said if the survey were not to go out for another month, responses would not be received in time for consideration with the FY2024 budget process. Chair McConnehey suggested discussion of the issue following the next regularly scheduled Council meeting.

Council Member Green expressed the opinion that the survey needed to help determine a baseline for how the City was doing and what could be improved. He suggested many of the questions were too wordy and recommended keeping the questions simple and short.

Chair McConnehey requested changes for consistency and readability.

Council Member Green suggested a need for a question regarding property tax and enterprise funds (utility fund transfer).

Ms. Hansen thanked the Council for their comments, reminded them about the desired timeline, and noted a desire to keep with that schedule.

d. Review of Council Rules Subcommittee's Council Rules revisions

Vice Chair Bloom briefly presented proposed revisions to Council Rules as drafted by the Council Rules Subcommittee. A majority of the Council indicated support for bringing the Council Rules revisions back to a Council meeting as a business item for possible action.

a. CONTINUED - Agenda structure for various meetings held by the Council and meeting expectations

A majority of the Council indicated support for a consistent start time of all Council meetings (6:00 pm). The Council discussed the possibility of setting a target length or end time for Council meeting evenings. Council Member Whitelock said she trusted Council Leadership to put together a good agenda and was happy to stay as late as needed to get the work of the City done in the best possible way. Council Member Green and Pack expressed support for adding time sensitive items to a work session after Council meetings. Chair McConnehey expressed the desire for meetings to be as efficient as possible.

3. ADMINISTRATIVE ITEMS

None

ANALYTICS

CITY OF WEST JORDAN

OFFICIAL 2023 RESIDENT SURVEY

KEY FINDINGS

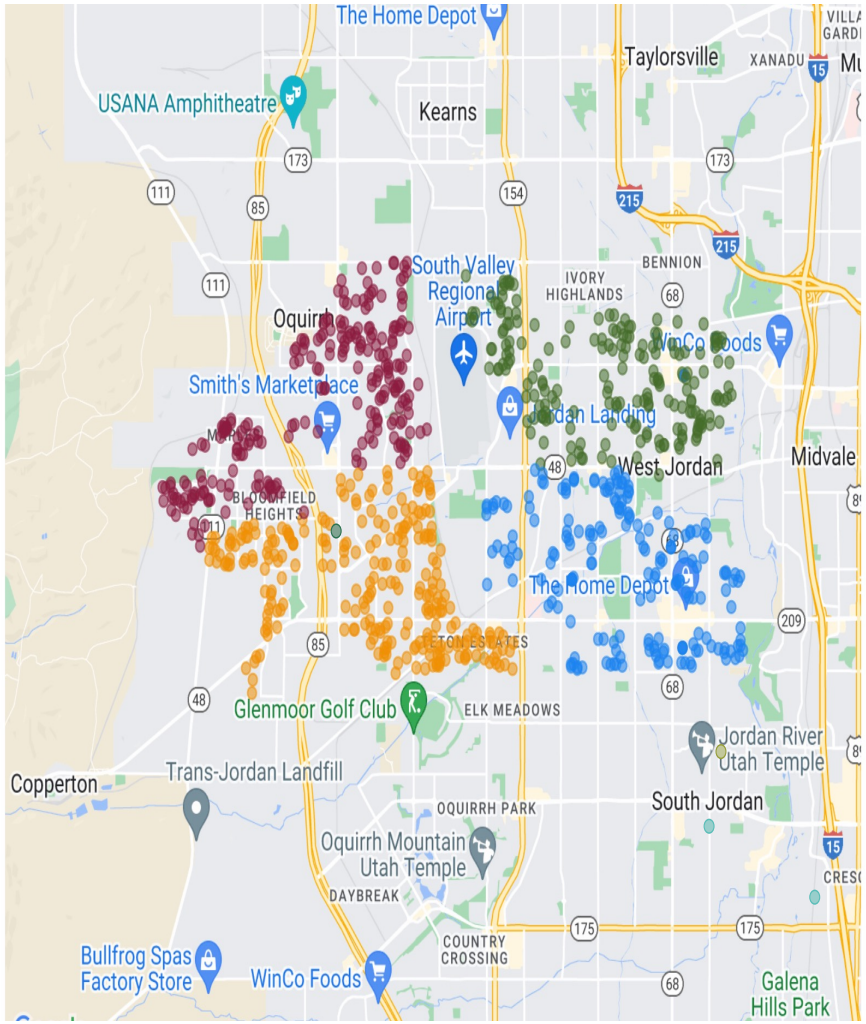
City Health & Quality of Life

- West Jordan City residents report a high overall quality of life, offering an average score of 75 out of 100. They cite the city's location/proximity to SLC, family friendly atmosphere, safe neighborhoods, and parks as particularly positive aspects of the community.
- Residents express a great deal of interest in receiving more communication from the City. Half say they are unaware of the direction the City is headed, further indicating a need for improved communication. In addition, despite expressing high levels of interest in building more community in the city, only half of residents say they feel a sense of community with other West Jordan residents.

Services & Development Priorities

- Residents are largely satisfied with the services afforded them in West Jordan and give the highest ratings to emergency services, garbage collection, and drinking water. When asked about any additional services they'd like to see offered, most residents focus on improving existing services. Areas in greatest need of improvement include street and surface maintenance, snow removal, and code enforcement.
- Compared to many other cities along the Wasatch front, West Jordan residents are relatively satisfied with the city's recent growth. 70% say the city is the same or better than it was five years ago, and a majority give high marks for the the services provided and commercial opportunities available to them. When looking to the future, however, residents do express some concerns about the city's trajectory for continued growth and the strains that may place on infrastructure.
- When it comes to future development, residents' highest priorities include keeping costs for city services low, preserving land for parks and open spaces, making communities more walkable and having a place for children and grandchildren to live in the community. In addition, most residents are supportive of bringing in more development and affordable housing opportunities.

METHODOLOGY & SAMPLE DISTRIBUTION



Districts

- n = 198
- n = 199
- n = 236
- n = 265

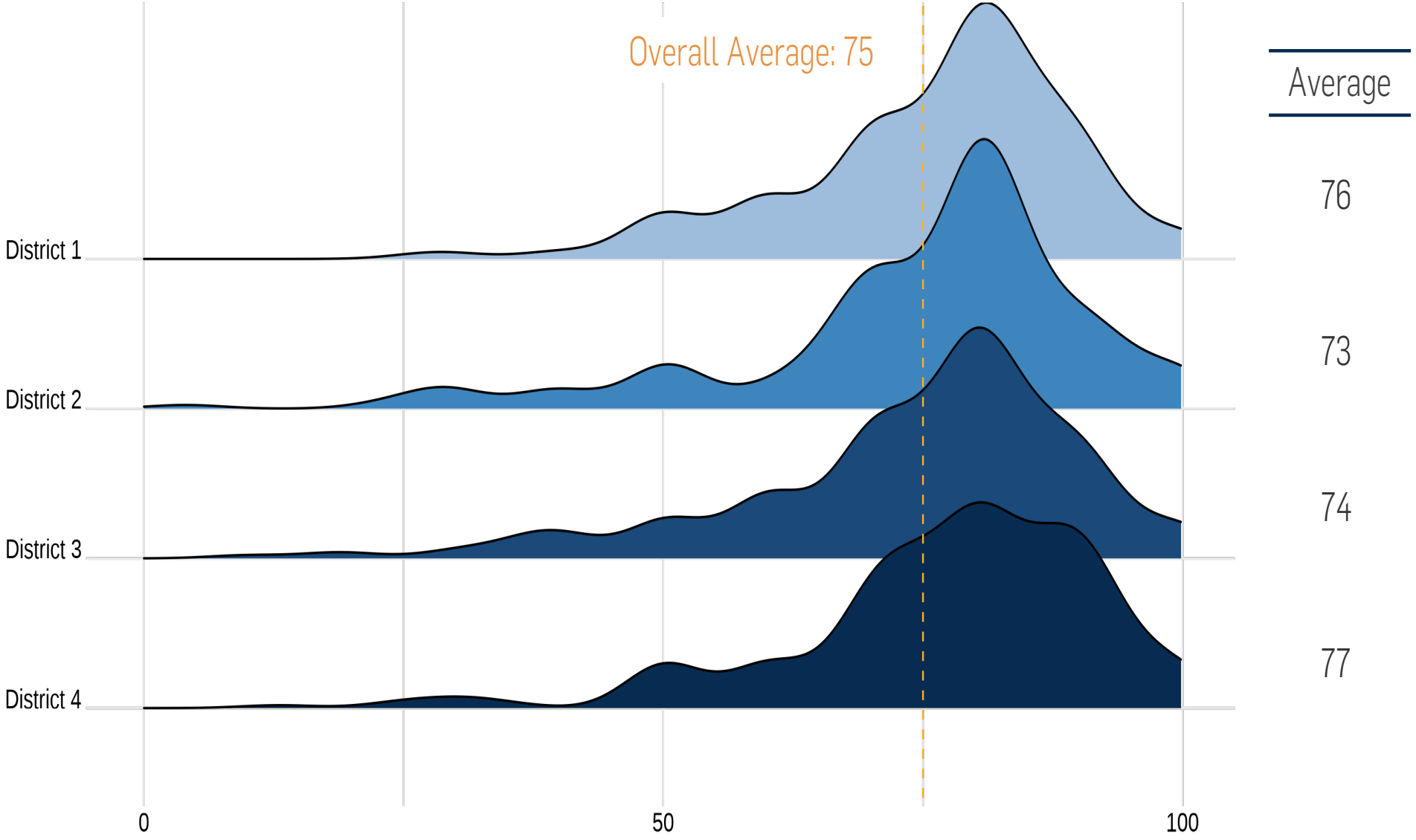
- 928 West Jordan residents were sampled from a city utilities list and supplemented with both voter file and USPS contacts.
- The survey was offered in both English and Spanish.
- Survey invitations were sent via email and text message.
- Self-administered online interviews were conducted from April 11- May 3, 2023.
- Data have been weighted to reflect population statistics from the U.S. Census' American Community Survey to ensure that the sample is representative of the City as a whole, specifically in regards to age, city council district, race, gender, and home ownership.
- 928 interviews among an estimated population of 116K results in a margin of error for the survey of plus or minus 3.2 percentage points.

Respondents were relatively evenly distributed across council districts. All districts have around 200 respondents and sufficient representation from which to make statistical estimations.

CITY HEALTH & QUALITY OF LIFE

QUALITY OF LIFE IS HIGH ACROSS ALL DISTRICTS

When asked about their quality of life in West Jordan, residents give consistently high ratings across all districts of the City. The overall average quality of life rating in West Jordan is 75 out of 100 and very few respondents give scores lower than 50.

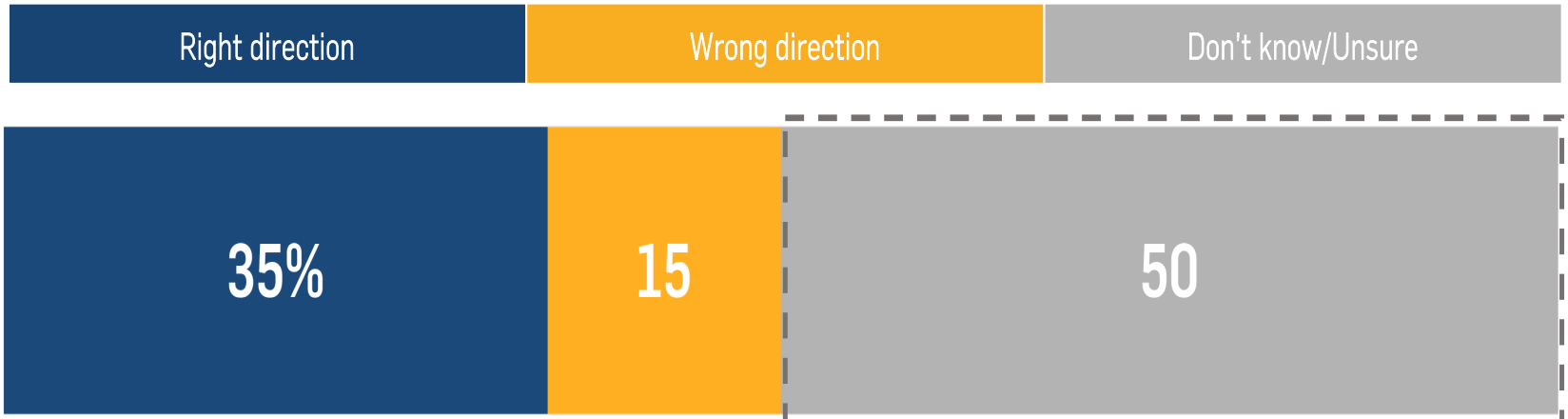


Q: All things considered, on a scale from 0 to 100, with 0 being very low and 100 being very high, how would you rate your overall quality of life in West Jordan? (n = 876)

RESIDENTS UNSURE ABOUT DIRECTION THE CITY IS HEADED

Half of residents report being unsure of whether West Jordan is headed in the right or wrong direction. Of the remaining half, the majority believe the City is headed in the right direction. Those that are satisfied with the City's direction are most pleased with the services provided and the steps the City is taking to support growth.

Direction of the City



"Business development, road improvements and services in general seem to serve the majority of the community. There's also improved concern for a more inclusive approach as the population becomes more diverse. This is perceived in public servants' training."

"There is significant population growth, but the steps taken are ensuring as the growth continues, we're not in traffic gridlock or have no shopping or entertainment option."

"Too much building. The traffic is getting worse."

*Residents who have **lived in West Jordan 5 years or less** are slightly more likely to indicate that they are **unsure of the City's direction**.*

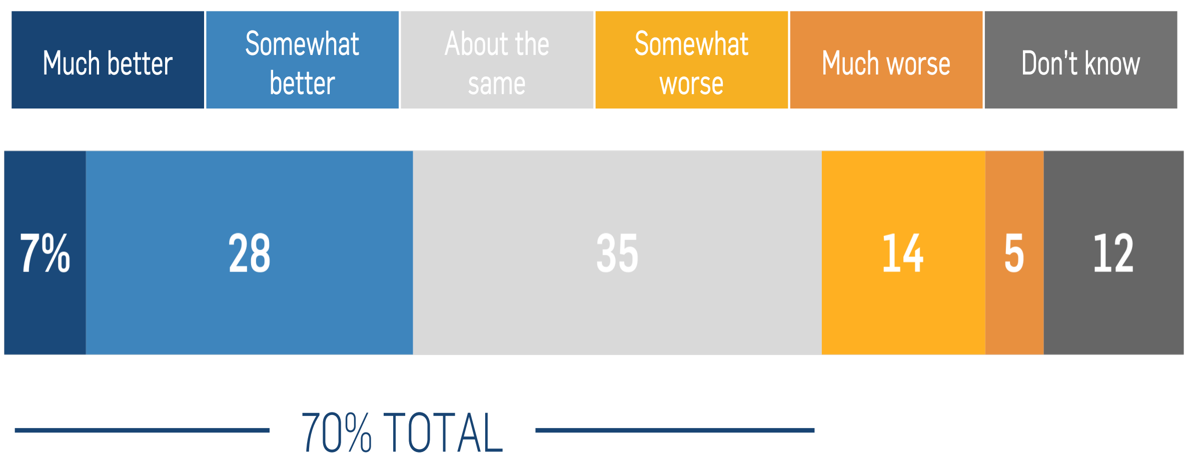
*Residents who have lived in West Jordan for **more than 10 years** are more likely to indicate that they feel the City is headed in the **wrong direction**.*

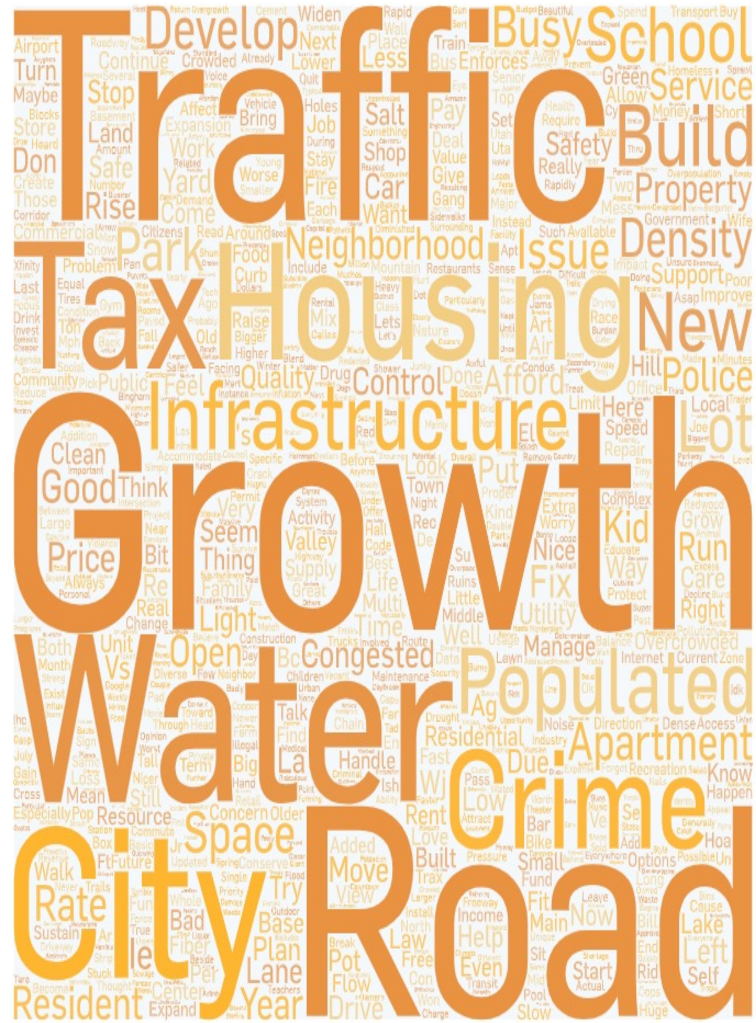
Q: Overall, would you say the City of West Jordan is headed in the right or the wrong direction? (n = 928)
Q: Why would you say West Jordan is headed in the right direction? (n = 243)
Q: Why would you say West Jordan is headed in the wrong direction? (n = 135)

RESIDENTS LARGELY SATISFIED WITH TRAJECTORY OF CITY

A majority (70%) of residents feel that the City is about the same or at least somewhat better than it was a five years ago. When asked about the most important issue the City will face in the next few years, residents cite issues relating to growth such as traffic, housing, road maintenance, water conservation, and taxes as their top concerns.

West Jordan Compared to Five Years Ago





Q: How would you rate the City of West Jordan today compared to five years ago? Would you say it is… (n = 879)
Q: In your opinion, what is the most important issue facing West Jordan in the next 3-5 years? (n = 768)

RESIDENTS LIKE WEST JORDAN'S LOCATION & PROXIMITY TO SLC

When asked about the aspects they most enjoy about living in West Jordan, residents cite the location, access to shopping & parks, community environment, safety, cleanliness, and proximity to Salt Lake City.



"It's not too far away from downtown SLC. I can get there easy for any reason but feels safer than cities that are closer."

"Location, easy access to amenities, good selection of shops, entertainment"

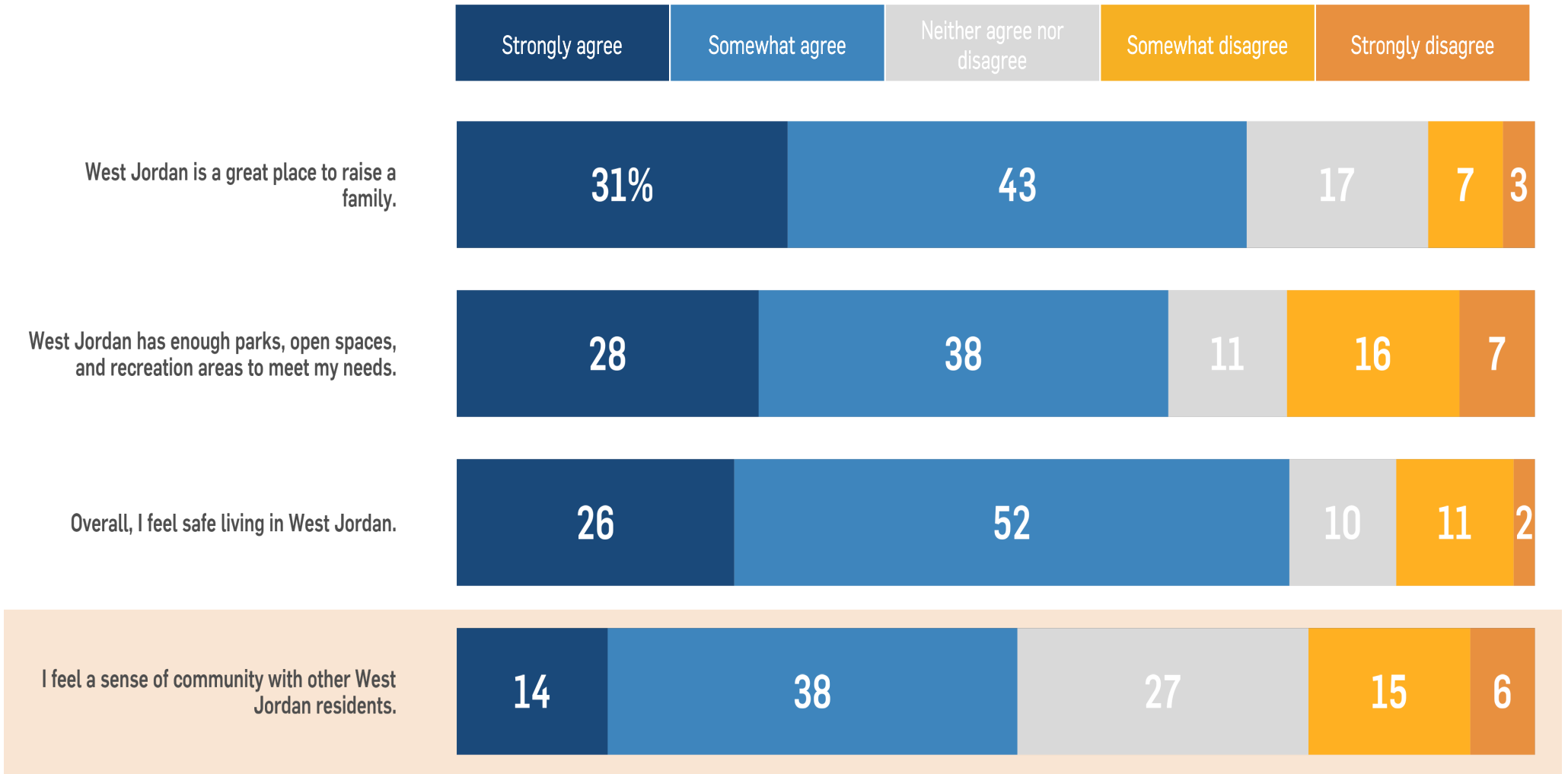
"I feel safe, and most of the neighborhoods are clean and inviting."

"Family atmosphere. Everything is family-friendly. Easy access to things that we need and caters to the needs of the children."

Q: What do you like most about living in West Jordan? (n = 733)

RESIDENTS AGREE THAT WEST JORDAN HAS A POSITIVE ATMOSPHERE

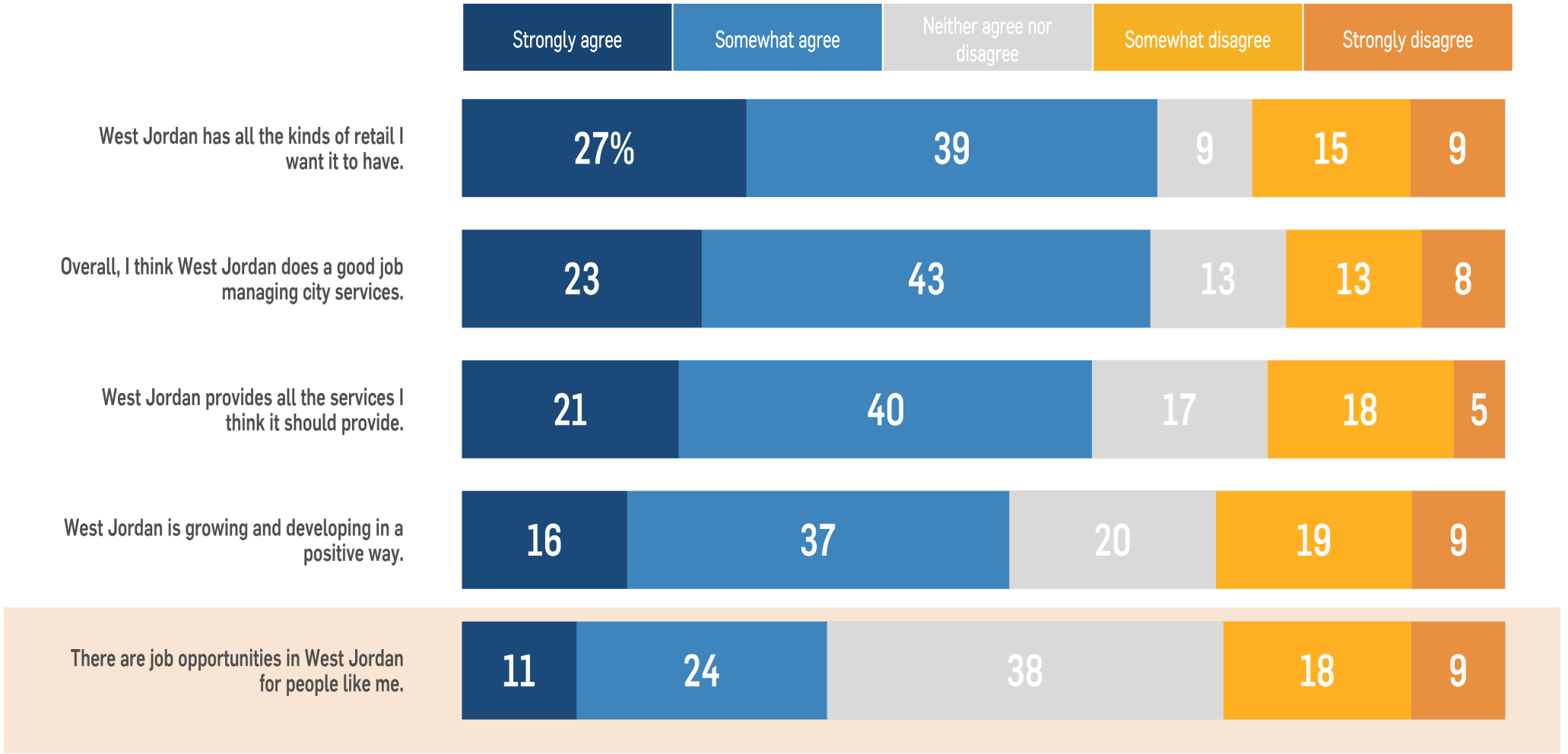
The vast majority of residents agree that West Jordan is a great place to raise a family, has enough recreational spaces, and is safe. Compared to other city atmosphere metrics, residents are less likely to agree that they feel a sense of community with West Jordan residents.



Q: To what extent do you agree or disagree with the following statements about West Jordan? (n = 823)

WJ PROVIDES COMMERCIAL OPPORTUNITIES & SERVICES BUT LACKS IN JOBS

A majority of residents agree that the City provides all needed services (61%) and manages those services well (66%). Residents are also largely satisfied with the retail and commercial opportunities available (66%). Comparatively, residents are less likely to agree that the City is developing in a positive way (53%), though still a majority agree with this statement. Only a third of respondents (35%) agree that West Jordan provides job opportunities for people like them.

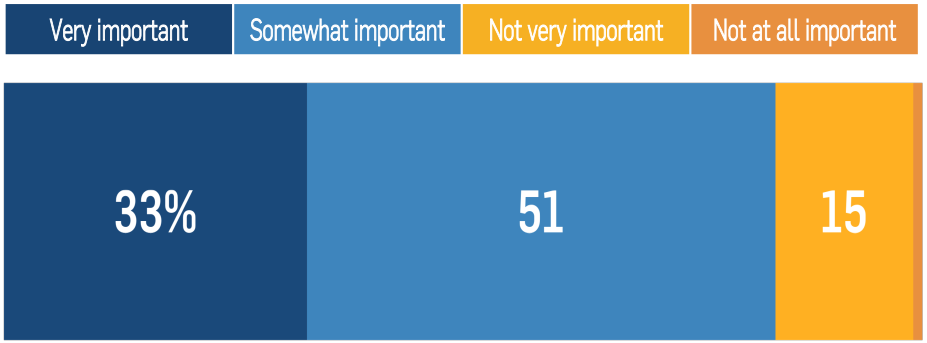


Q: To what extent do you agree or disagree with the following statements about West Jordan? (n = 823)

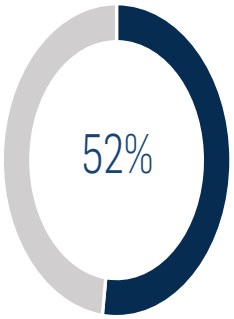
RESIDENTS VALUE SENSE OF COMMUNITY & HOPE TO IMPROVE IT

The vast majority of residents (84%) say that maintaining a strong sense of community is at least somewhat important to them. When asked about ways to improve the sense of community in West Jordan, the most common responses included neighborhood improvement projects (55%), activities geared towards youth (34%), and promoting holiday celebrations (34%), followed closely by increasing city communication and improving city-sponsored events.

Sense of Community

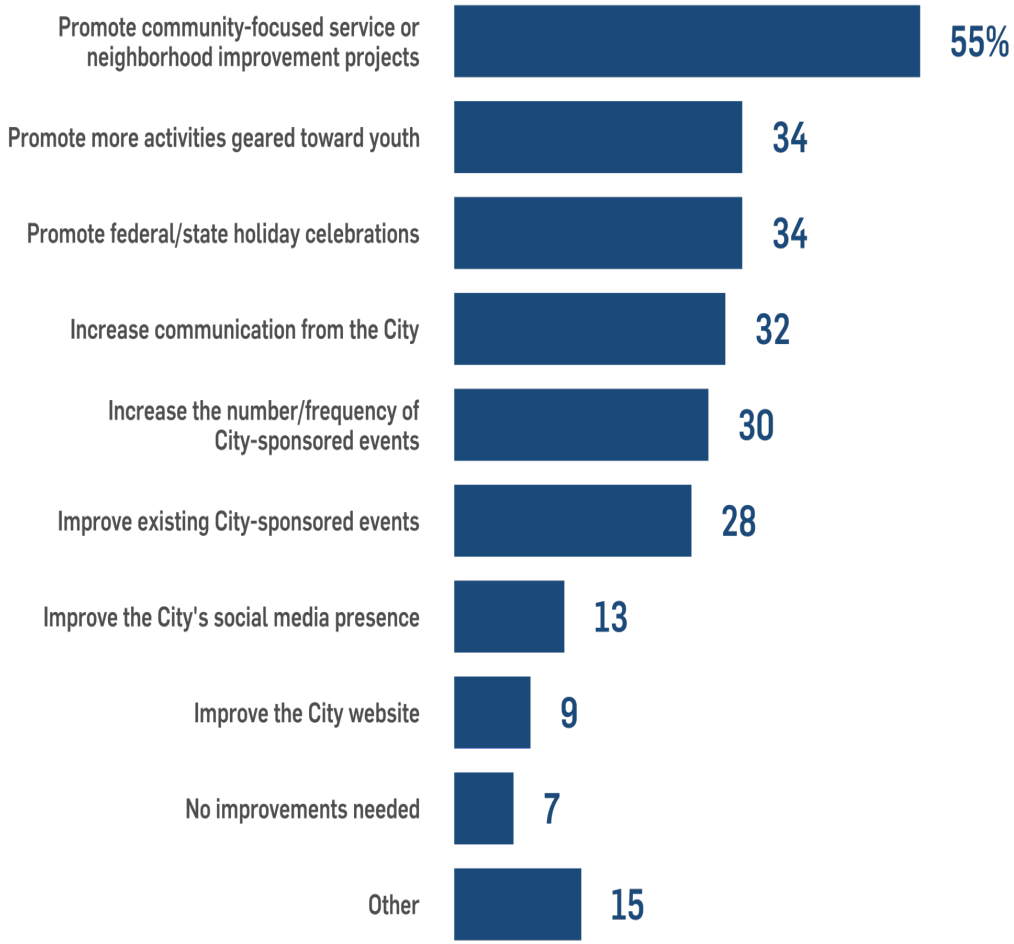


84% TOTAL



Currently, 52% of residents agree that they feel a sense of community with other West Jordan residents

Ways to Build Community

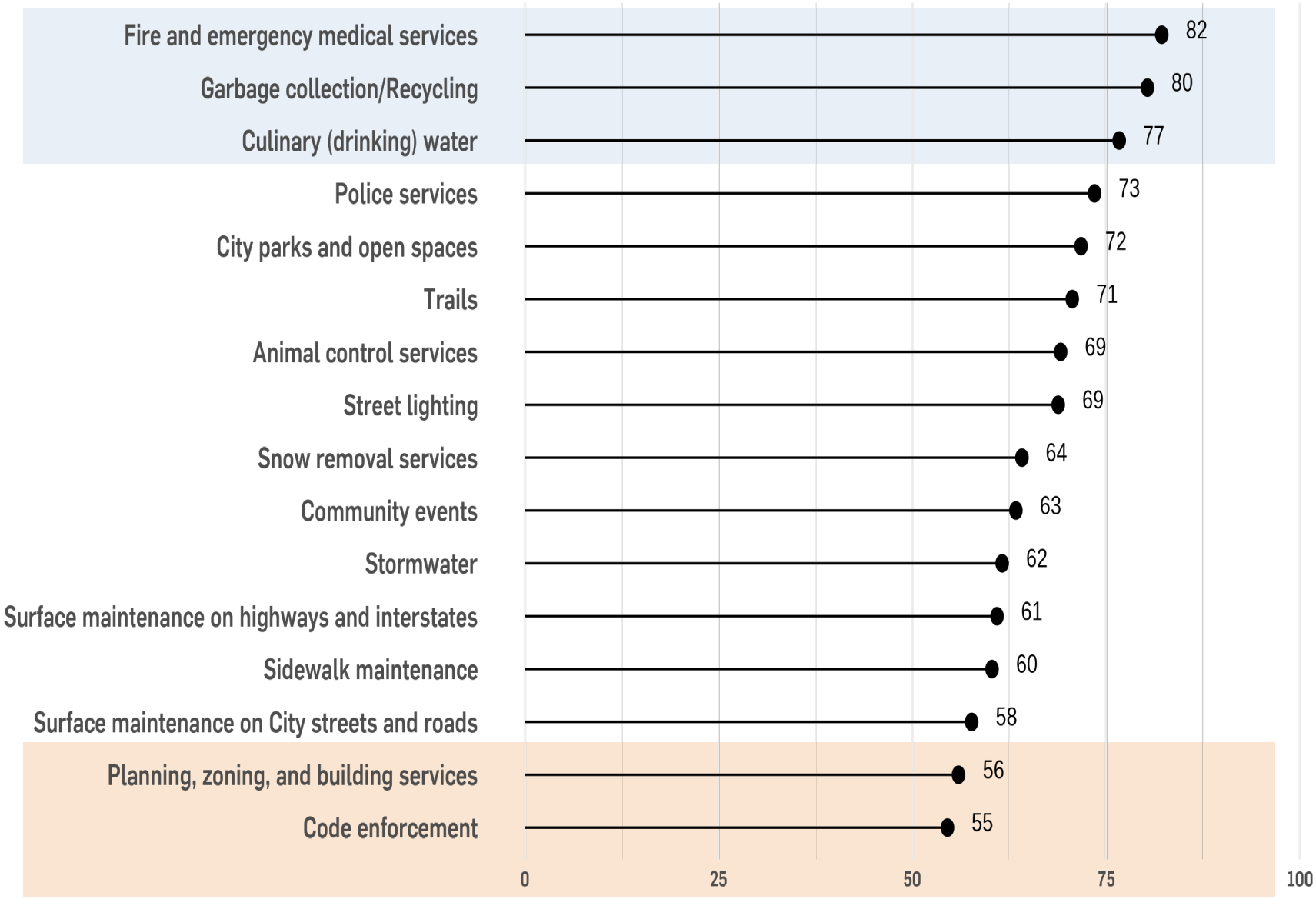


Q: How important is it to you to feel a sense of community with other West Jordan residents? (n = 820)
Q: Below is a list of potential ways the City could work to build a stronger sense of community among its residents. In your opinion, which of the following actions would best help to build a stronger sense of community in West Jordan? Please select all that apply. (n = 795)

SERVICES & DEVELOPMENT PRIORITIES

RESIDENTS REPORT HIGH SATISFACTION ACROSS CITY SERVICES

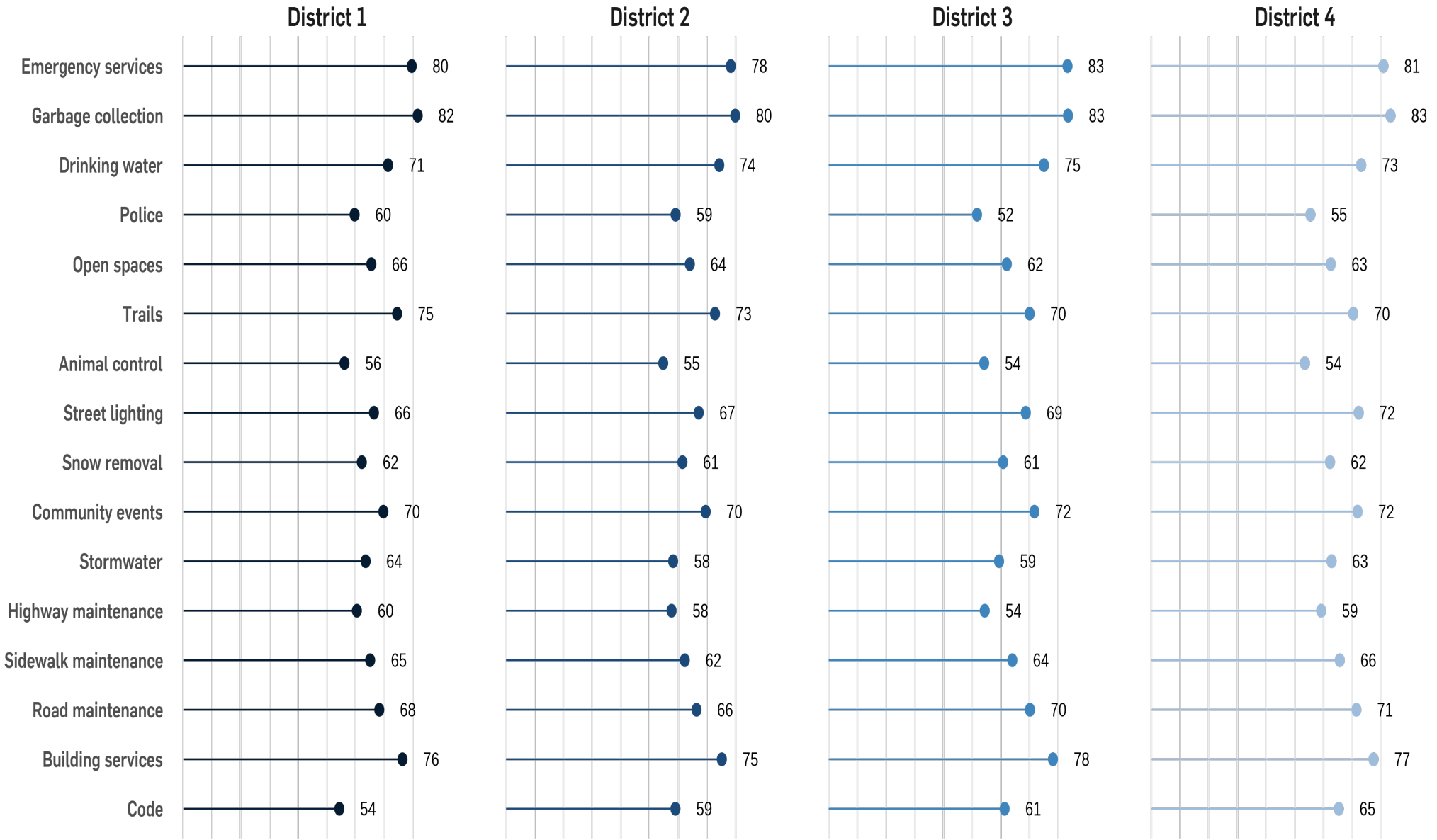
When asked to rate city services, residents give the highest ratings, on average, for emergency services, garbage collection, and drinking water. Residents give comparatively lower scores for surface maintenance of city roads, zoning & building, and code enforcement.



Q: West Jordan provides several services to its residents. Please rate each of the following services using a 0 to 100 scale with 0 meaning you are completely dissatisfied and 100 meaning you are completely satisfied. (n = 794)

MINIMAL VARIATION OF SERVICE SATISFACTION ACROSS DISTRICTS

Across all districts, there is little variation in satisfaction ratings of services, and respondents appear consistently satisfied. Relative to the other districts, residents living in district 1 are less satisfied with code enforcement and residents in district 3 are less satisfied with the police.



Q: West Jordan provides several services to its residents. Please rate each of the following services using a 0 to 100 scale with 0 meaning you are completely dissatisfied and 100 meaning you are completely satisfied. (n = 794)

RESIDENTS PRIORITIZE IMPROVING EXISTING SERVICES OVER NEW ONES

When asked about additional services they would like provided in West Jordan, residents focused on improving existing services rather than on adding new ones. Respondents specifically mentioned snow removal, additional sidewalks & roads, trash & recycling collection, and improved police enforcement. The most commonly requested additional services mentioned were a recreation center and additional trails.



"I think most services are there, just need improvements."

"The dumpster rental is great, but many cities have a curbside junk pickup once or twice a year. It would be great to have this as well."

"I feel like there could be better snow removal. I think there could be better road cleaning."

"A recreational center for those who live further west"

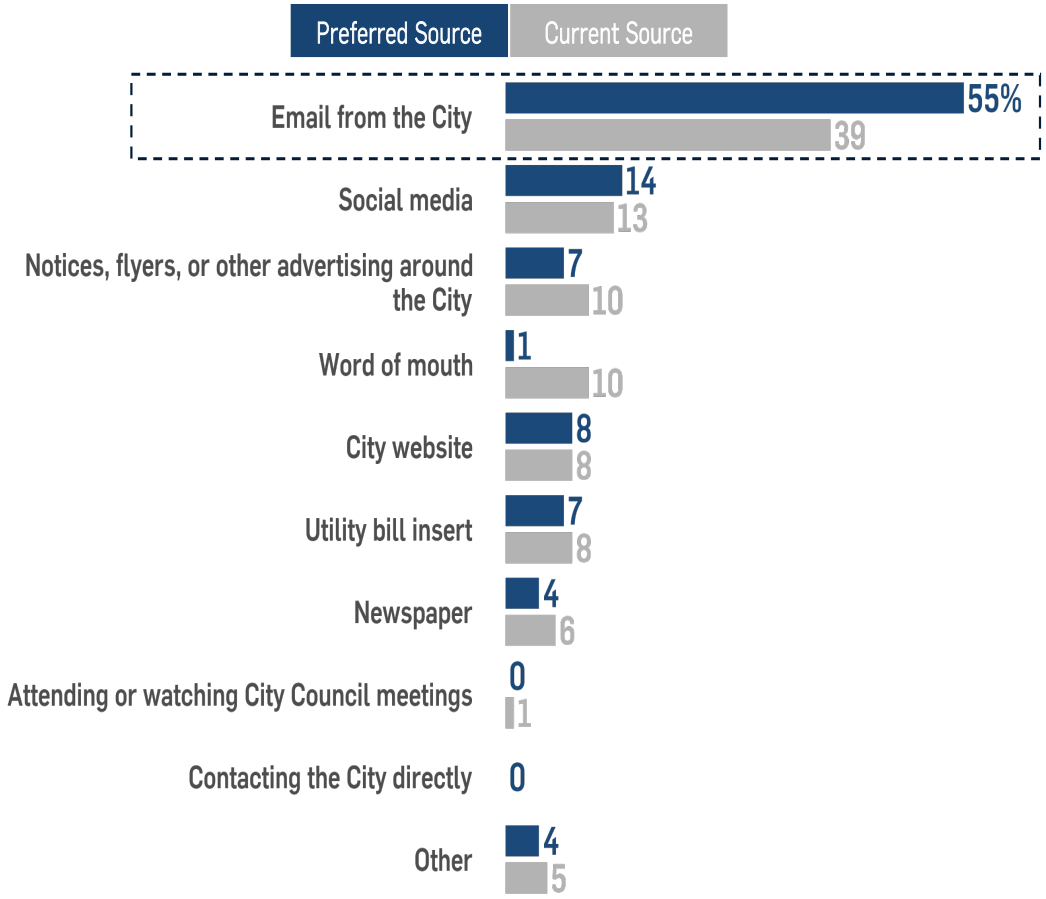
Q: Are there any city services you feel are missing from West Jordan? (n = 507)

CITY COMMUNICATION

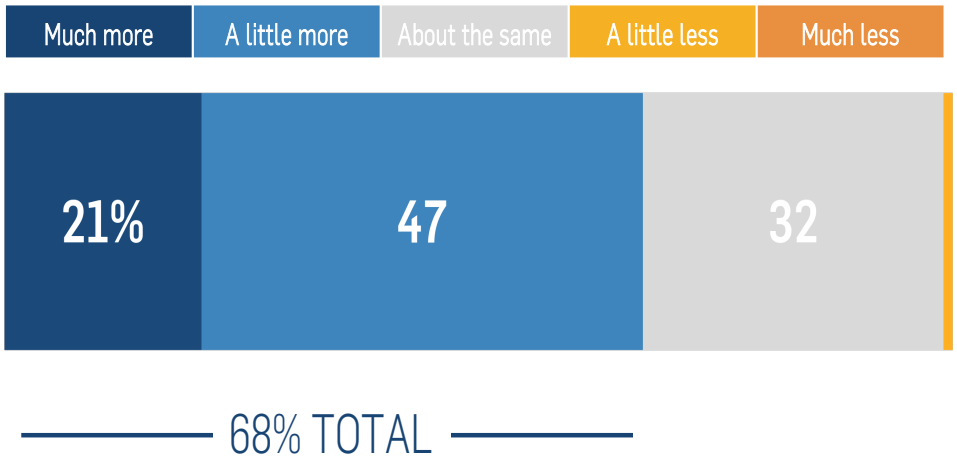
RESIDENTS WOULD PREFER MORE EMAIL COMMUNICATION FROM THE CITY

A majority of residents would prefer to receive at least a little more communication from the City (68%). Only 1% of residents would prefer to receive less communication. More than half of residents cite email as their preferred communication source.

City News Sources



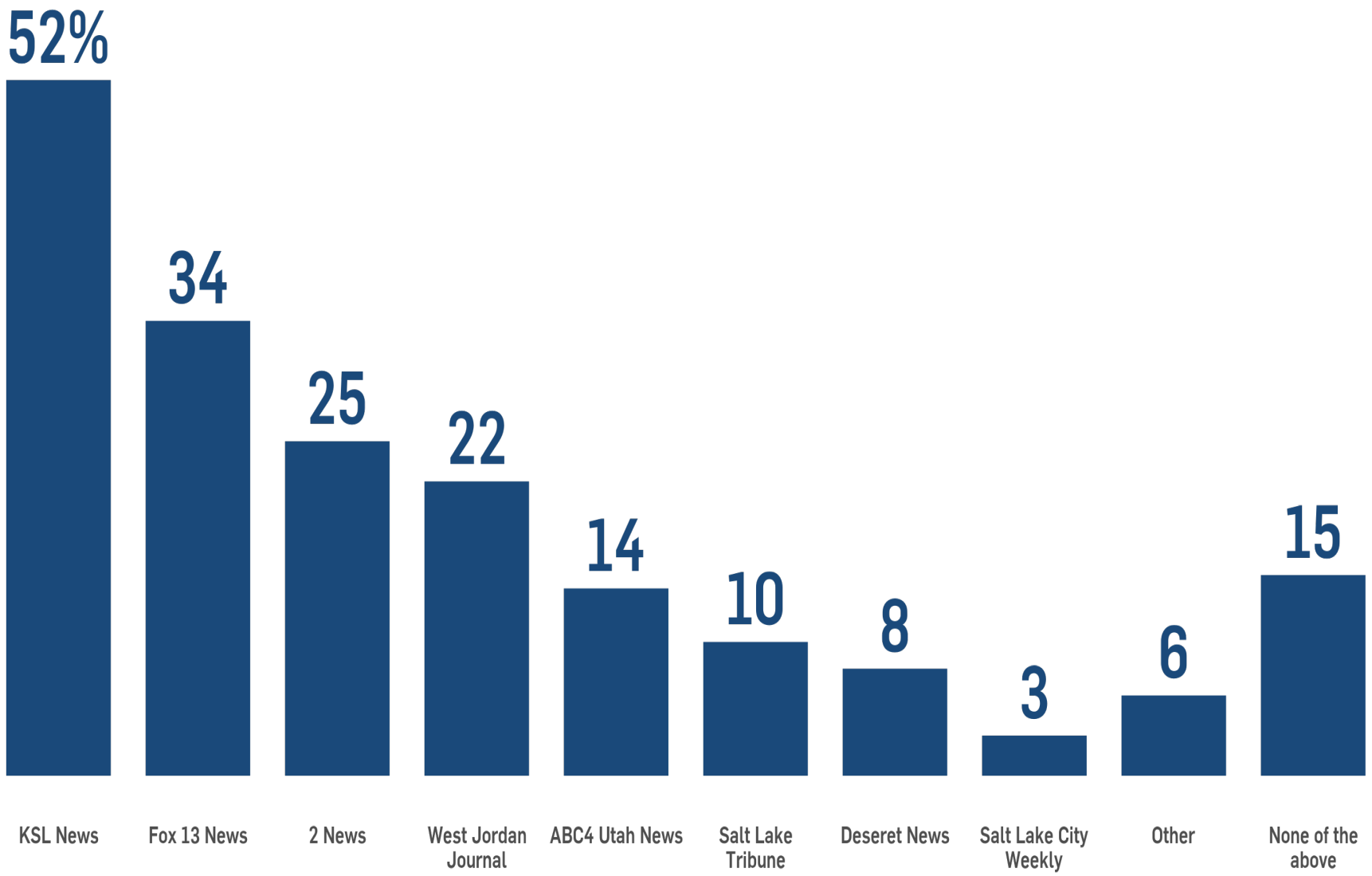
Desired Level of City Communication



Q: From which source do you currently receive most of your information about the City of West Jordan? (n = 781)
Q: From which source would you prefer to receive most of your information about West Jordan? (n = 781)
Q: Which of the following best describes the level of communication you would like to receive from the City of West Jordan? (n = 780)

KSL NEWS MOST POPULAR NEWS SOURCE AMONG RESIDENTS

Half of residents (52%) reported that they regularly get news from KSL, followed by Fox 13 News (34%), 2 News (25%), and West Jordan Journal (22%).

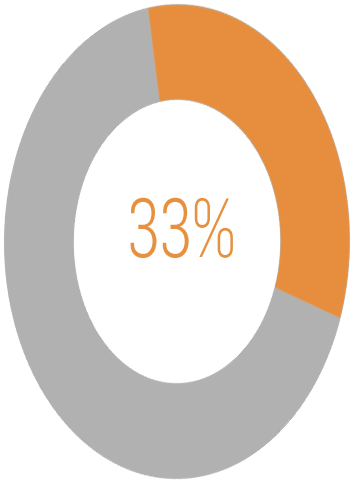


Q: From which of the following news outlets, if any, do you regularly get your news? Please select all that apply. (n = 782)

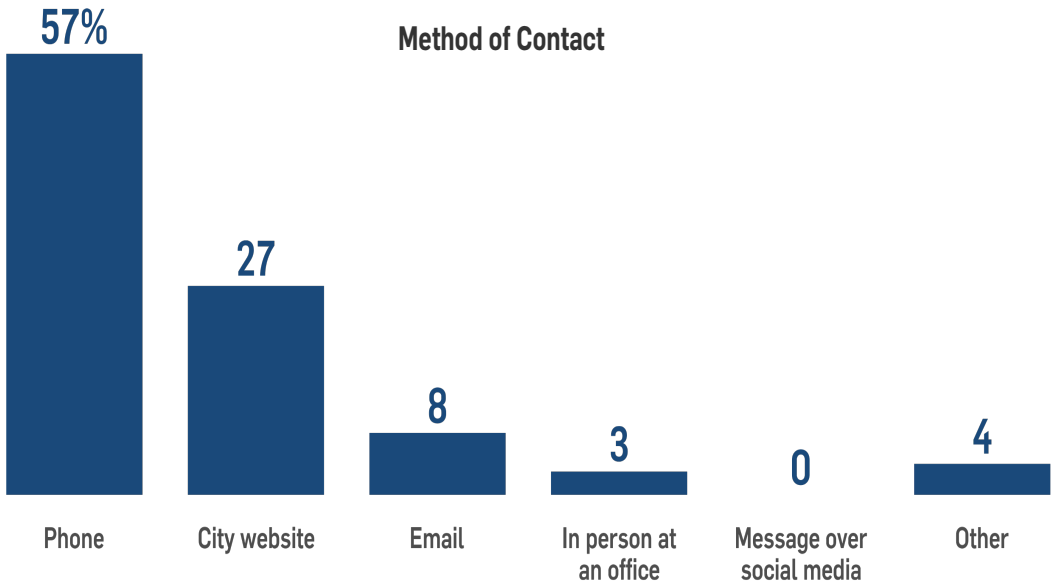
MOST RESIDENTS SATISFIED WITH CONTACTING CITY OFFICE

While only one third of residents contacted the City office during the past year, the vast majority who did so were at least somewhat satisfied (72%) with the City's response. Phone was the most popular method of contact (57%), followed by the City website (27%). Residents who were satisfied reported that the personnel were helpful and friendly while those who were dissatisfied reported that they did not receive answers to their questions.

Percent of Respondents Who Have Contacted City

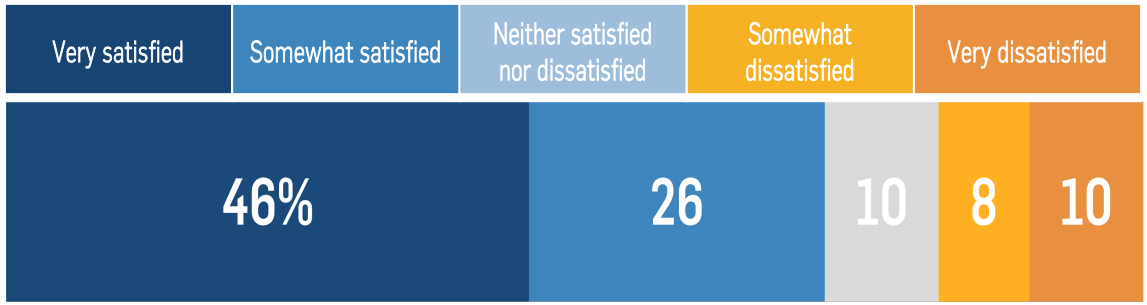


Method of Contact



Satisfaction with City's Responses

"I have always found the personnel in the City of West Jordan very friendly, quick to respond, and always with an answer."



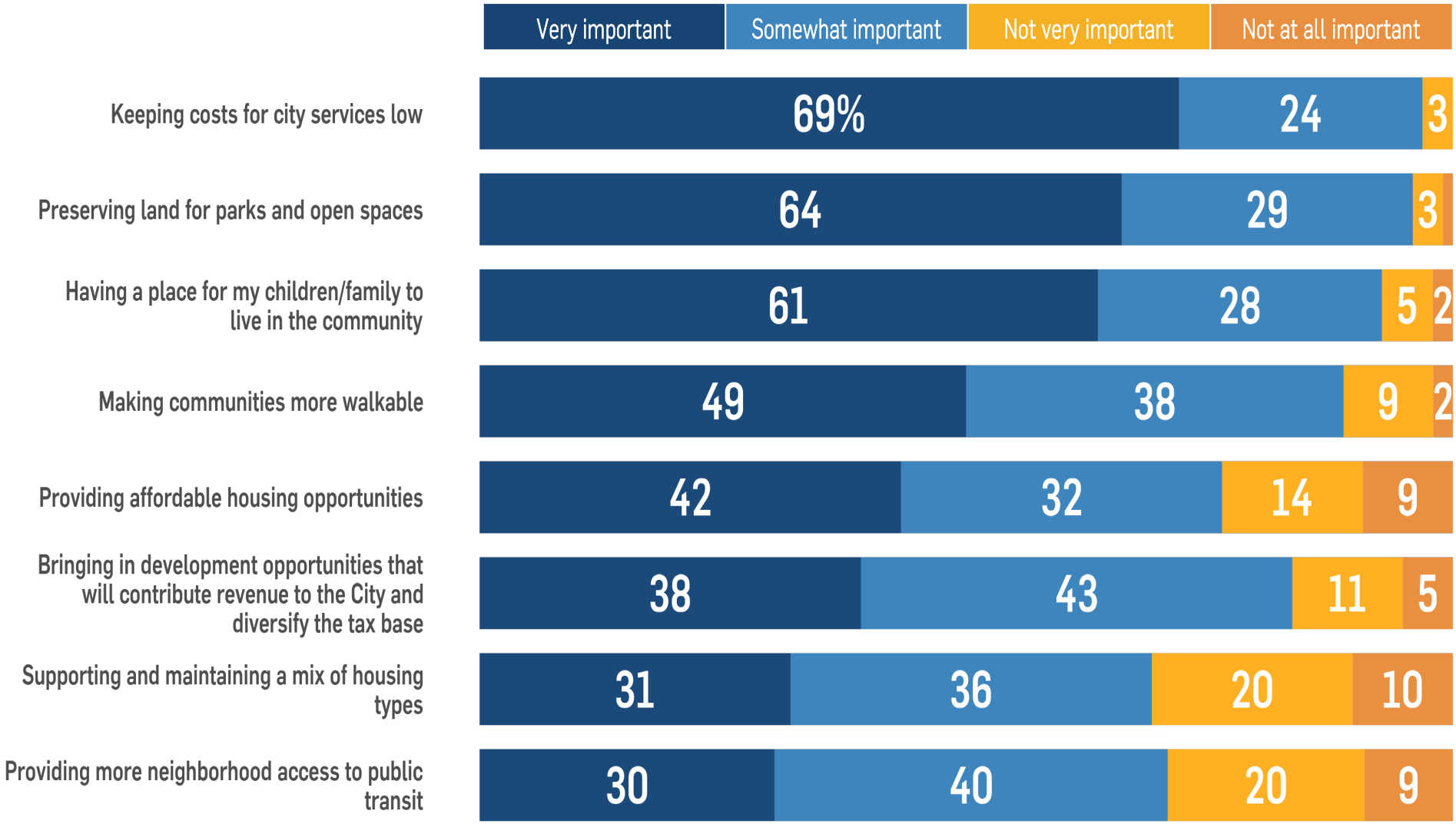
"I never got a confirmation on when they would complete the work they agreed on doing."

Q: During the past year, have you contacted the City to seek service, information, or to file a complaint? (n = 786)
Q: How did you contact the City to seek service, seek information, or file a complaint? (n = 276)
Q: How satisfied were you by the professionalism and courtesy of the City employee who responded to you? (n = 275)
Q: If you have any comments you would like to briefly share about your experience with any West Jordan office in the past year, please enter them here. In your comments, please provide as much specific information as possible (e.g., the department or office you contacted, etc.) (n = 141)

HOUSING & DEVELOPMENT

RESIDENTS REPORT HOUSING CONCERNS AS IMPORTANT

A majority of residents report that it is very important to keep costs for city services low, preserve open spaces, and have a place for family in the community. Making communities more walkable, providing affordable housing, and bringing in development for city revenue are all identified as being important, with maintaining a mix of housing types and providing public transit being identified as comparatively less important.



Q: Thinking about planning for the future of West Jordan and the community you live in, how important are each of the following potential priorities to you personally? (n = 778)

ATTITUDES TOWARD AFFORDABLE HOUSING VARY BY DEMOGRAPHIC

The level of support given for affordable housing varies by geography, income, age, and homeownership. Residents in districts 1 and 2 are more likely to rate affordable housing opportunities as important, as are renters, lower income residents, and older residents and those ages 35-44 who may be looking to buy a home or accommodate families with children.

68% District 1

70% District 2

56% District 3

60% District 4



Residents living in districts 1 & 2 rate affordable housing as more important than residents living in districts 3 & 4.



88% | 74%

Non-homeowners rate affordable housing as more important than homeowners.

96% Less than $50k

83% $50k-$100k



70% Over $100k

Lower income residents rate affordable housing as more important than higher income residents.

47% 45-54

73% 35-44

74% 55-64

67% 18-34



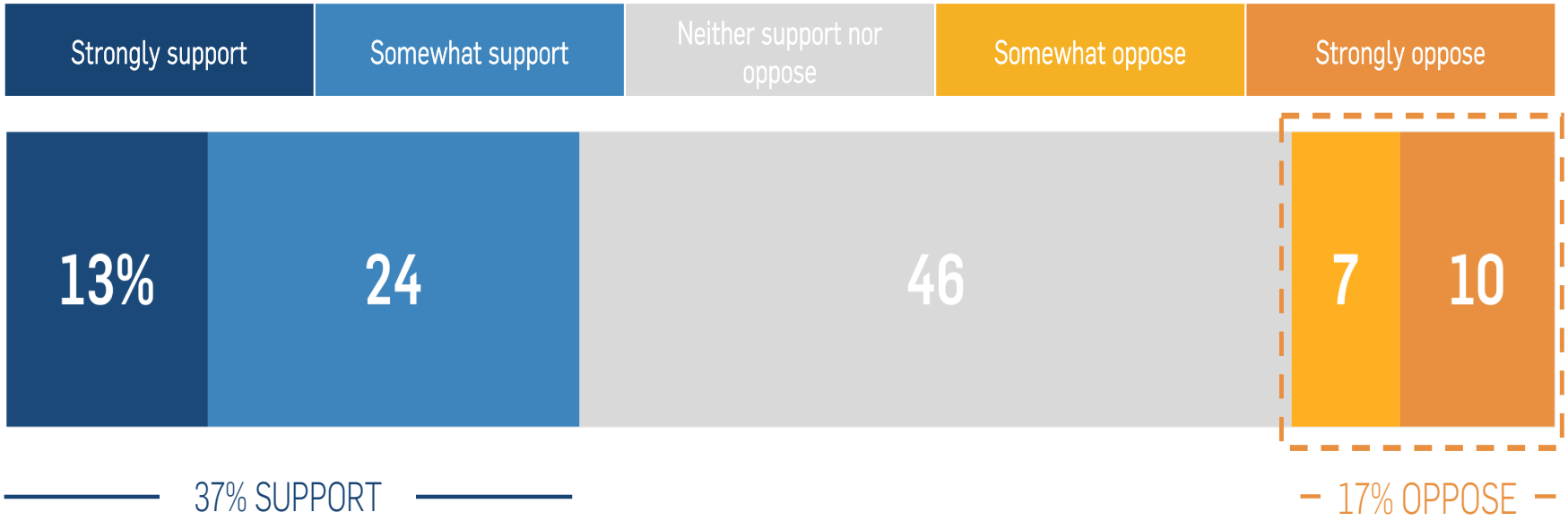
83% 65+

Residents aged 35-44 and 55+ rate affordable housing as more important than other age groups.

Q: Thinking about planning for the future of West Jordan and the community you live in, how important are each of the following potential priorities to you personally? Providing affordable housing opportunities. (n = 778)

RESIDENTS SOMEWHAT INDIFFERENT TOWARDS CITY CEMETERY

Nearly half of residents neither support nor oppose purchasing land for an additional city cemetery. Of those who do express a preference, residents are more likely to support purchasing land for an additional cemetery than they are to oppose it.

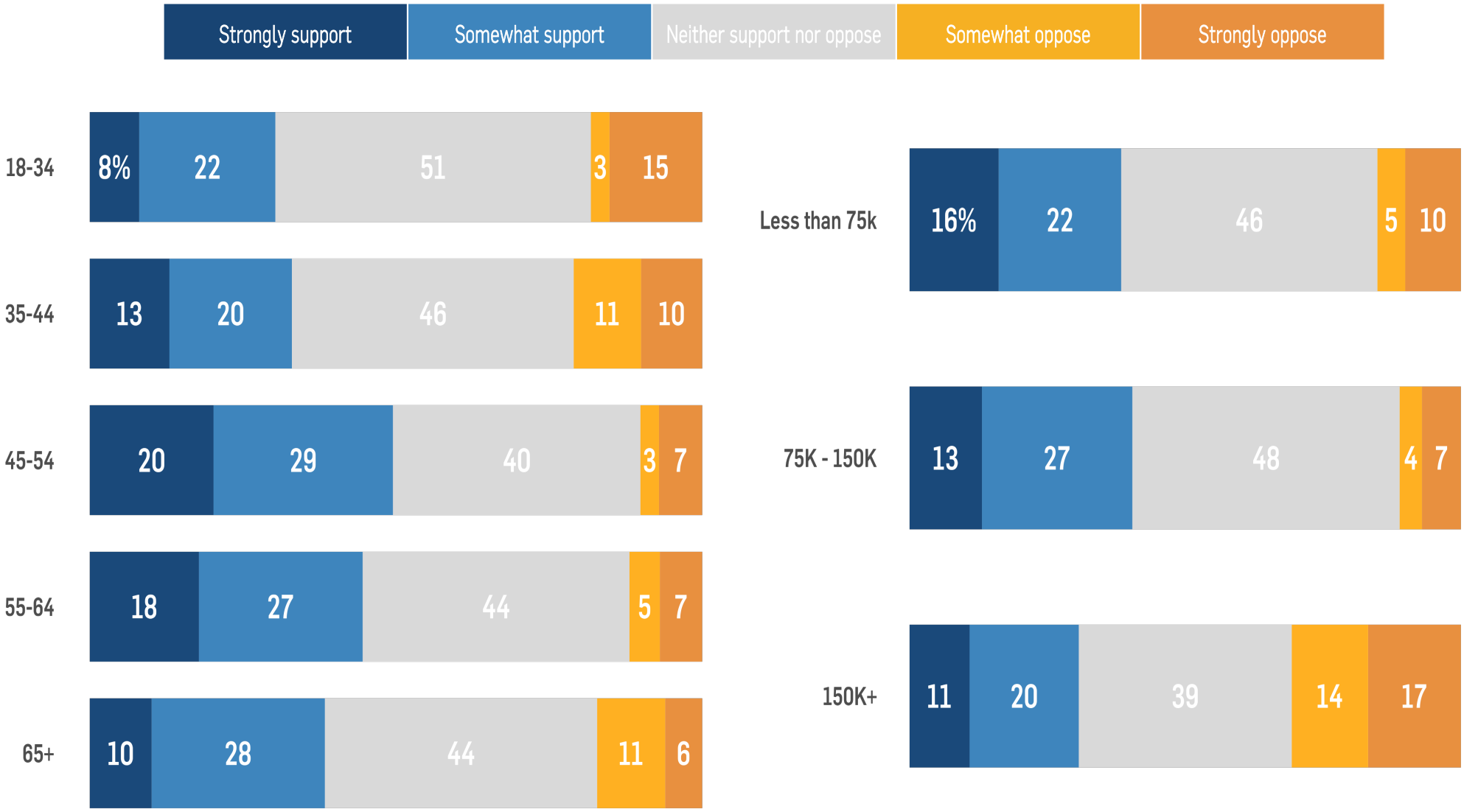


*Residents living in **Districts 1 and 3** are **slightly more opposed** to purchasing land for an additional cemetery than residents living in districts 2 and 4.*

Q: Would you support or oppose the City purchasing land for an additional City cemetery? (n = 776)

OLDER AND LOW/MIDDLE INCOME RESIDENTS SUPPORT CEMETERY MOST

Across all age and income groups, close to half of residents neither support nor oppose purchasing land for an additional cemetery. Residents over 45 support purchasing land at a higher rate than residents under 45, and high-income residents ($150k+ per year) oppose purchasing land at a higher rate than residents in lower income tiers.

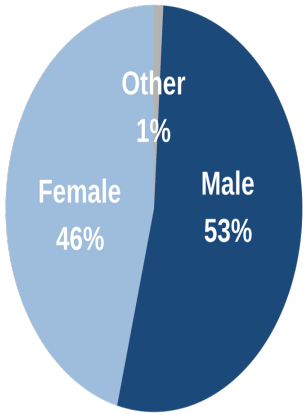


Q: Would you support or oppose the City purchasing land for an additional City cemetery? (n = 776)

DEMOGRAPHICS

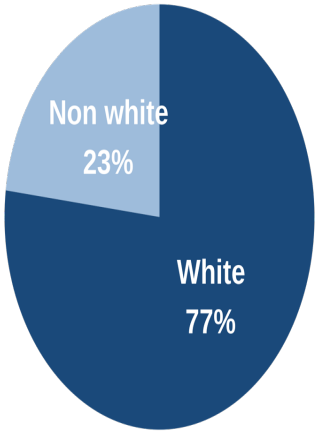
DEMOGRAPHICS

Gender



Estimated female population according to US Census = 48.3%

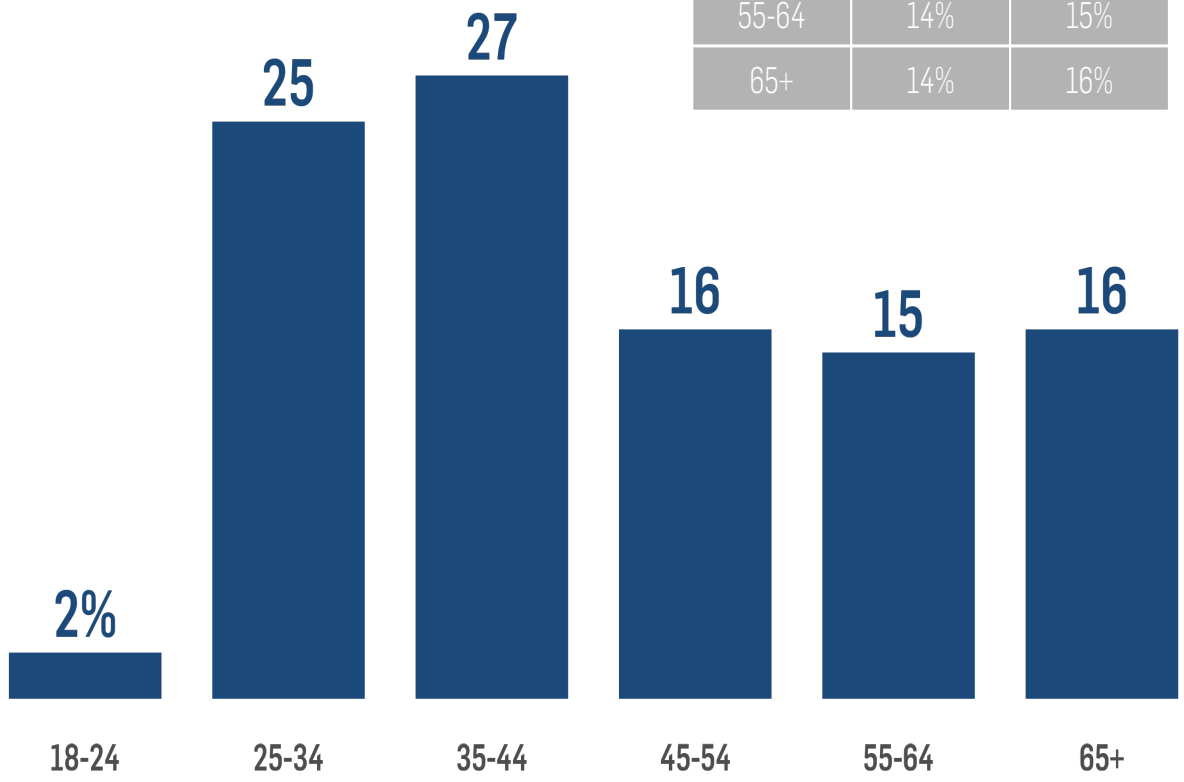
Race



Estimated white population according to US Census = 75%
Non-white = 25%

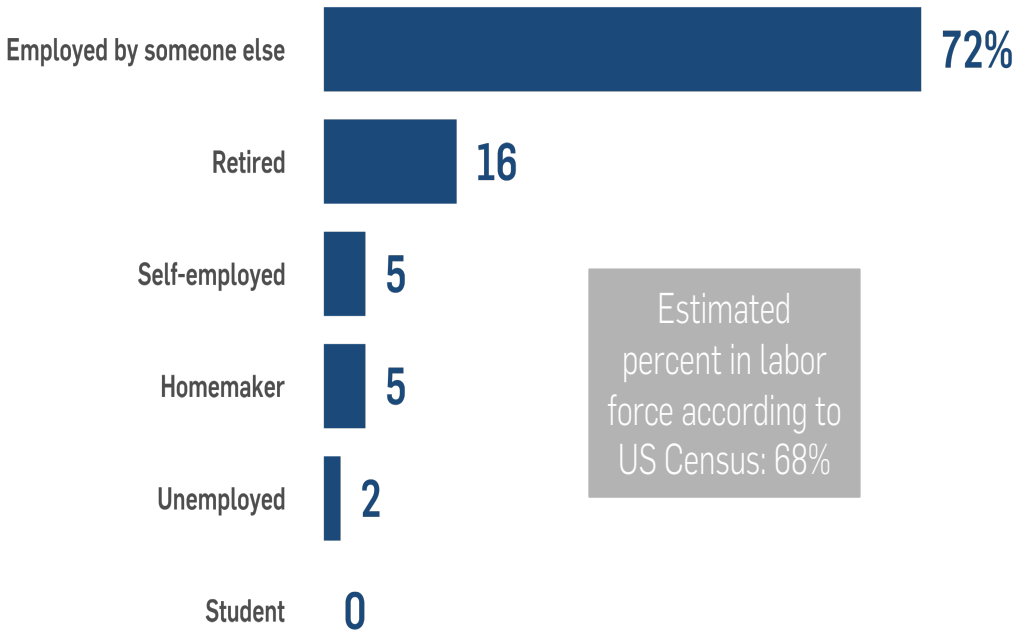
Age

Age Range	US Census Estimate	Survey Respondents
18-24	13%	2%
25-34	20%	25%
35-44	25%	27%
45-54	14%	16%
55-64	14%	15%
65+	14%	16%



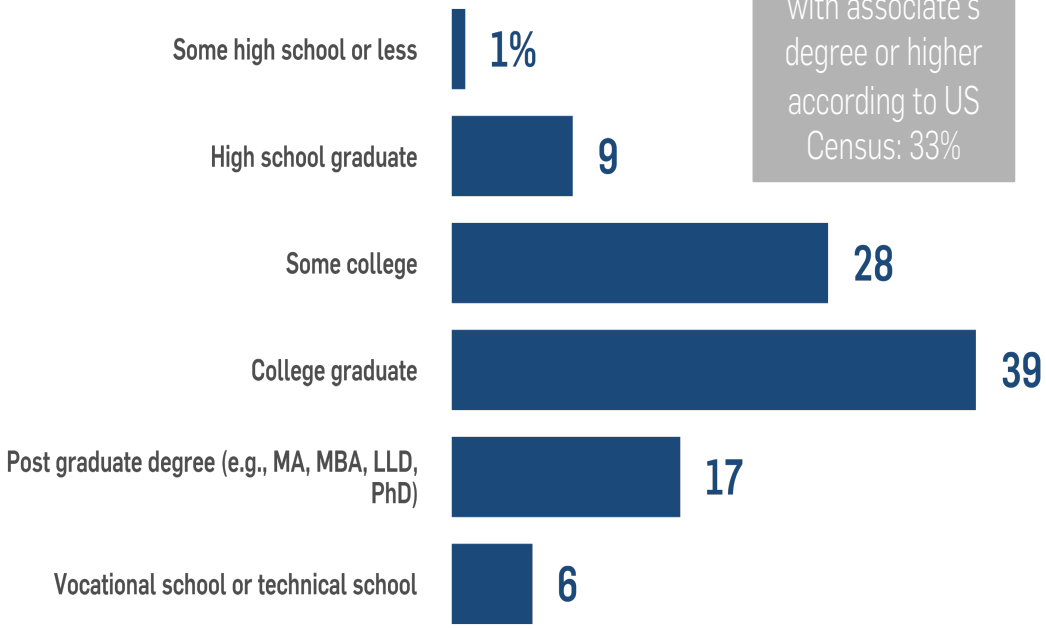
DEMOGRAPHICS

Employment



Estimated percent in labor force according to US Census: 68%

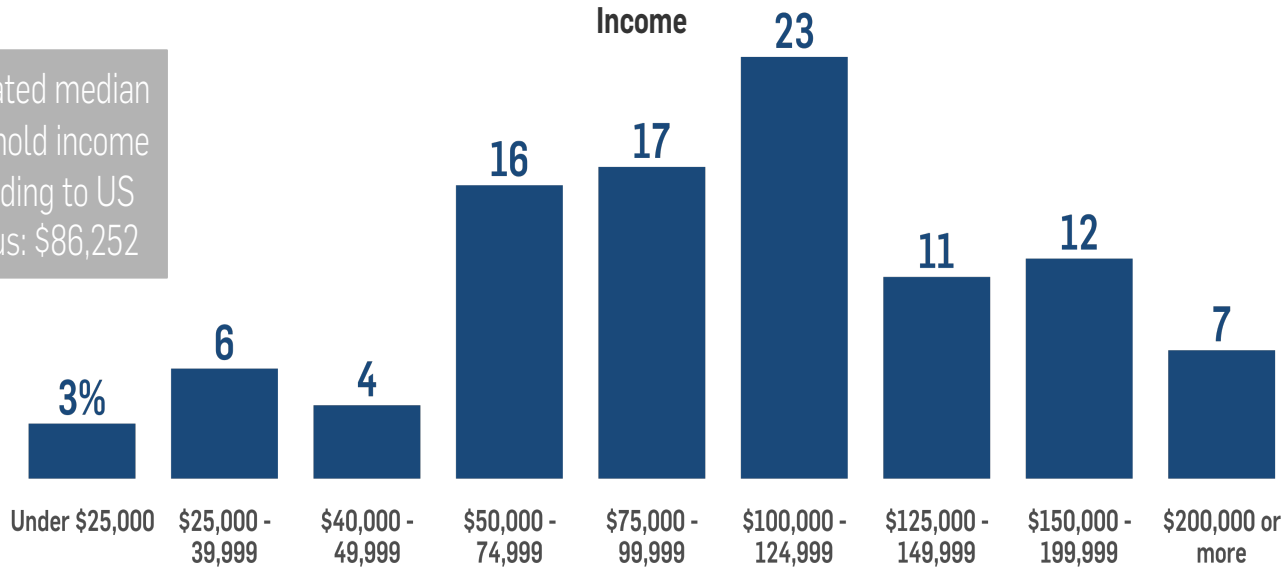
Education



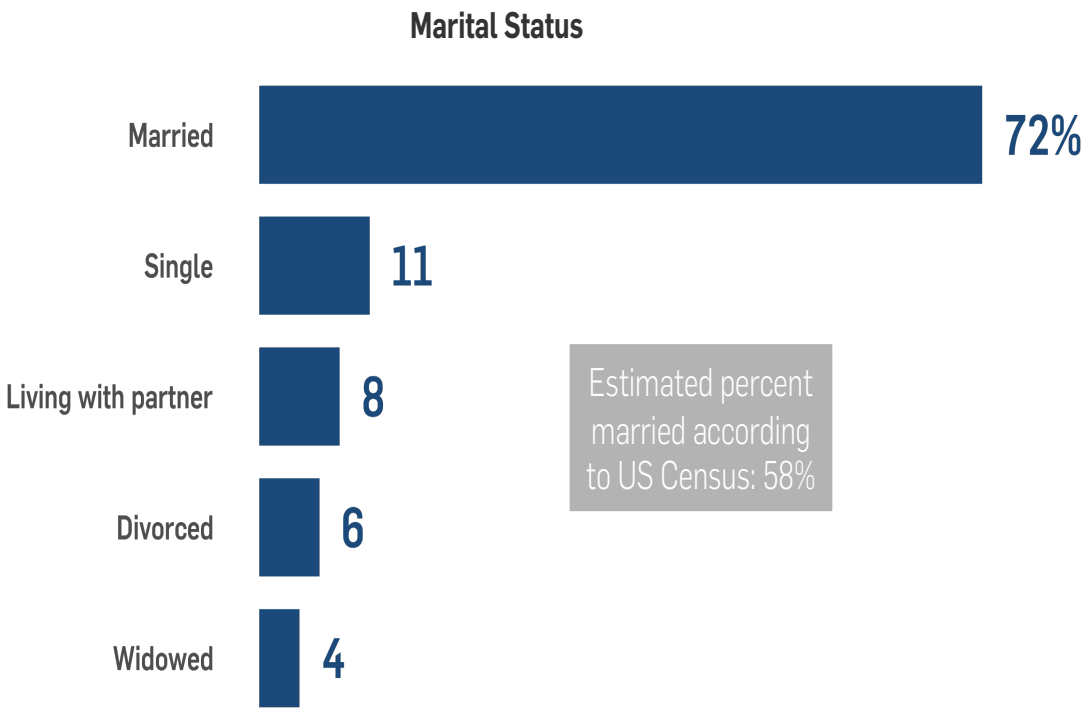
Estimated percent with associate's degree or higher according to US Census: 33%

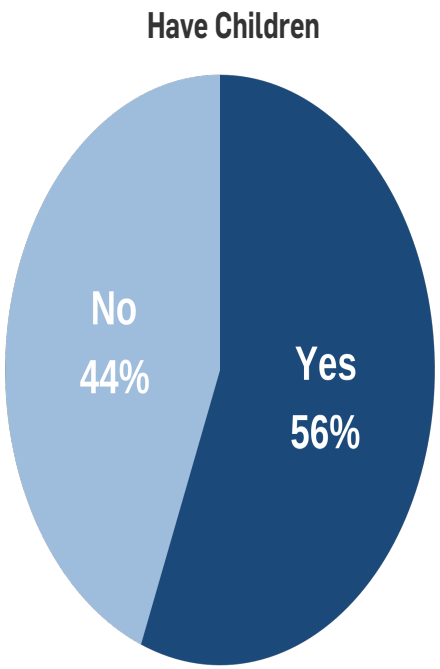
Income

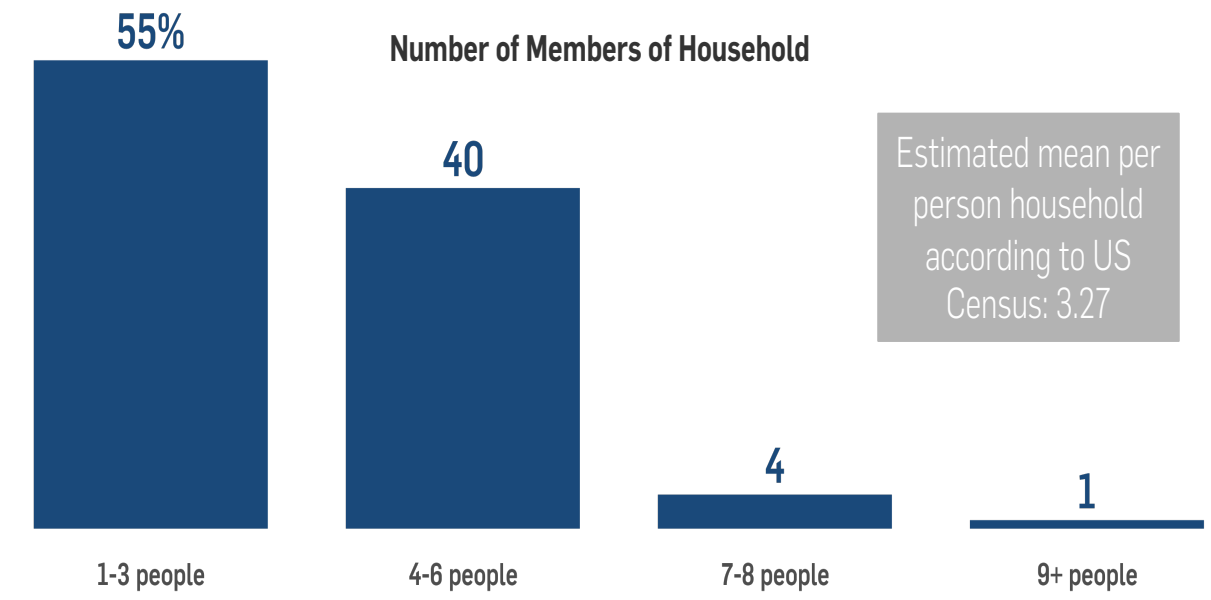
Estimated median household income according to US Census: $86,252



DEMOGRAPHICS

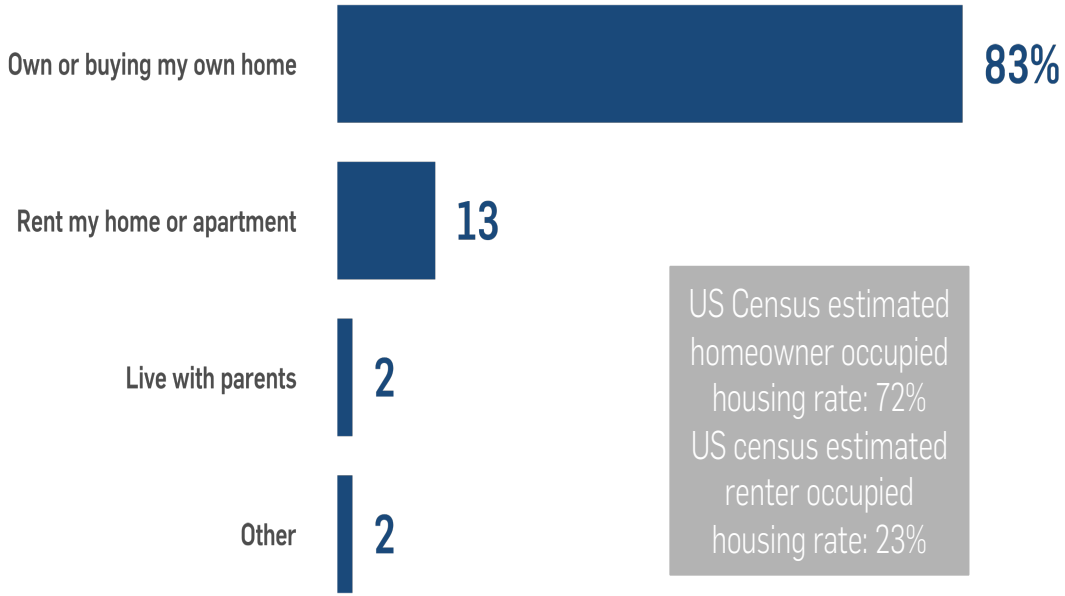






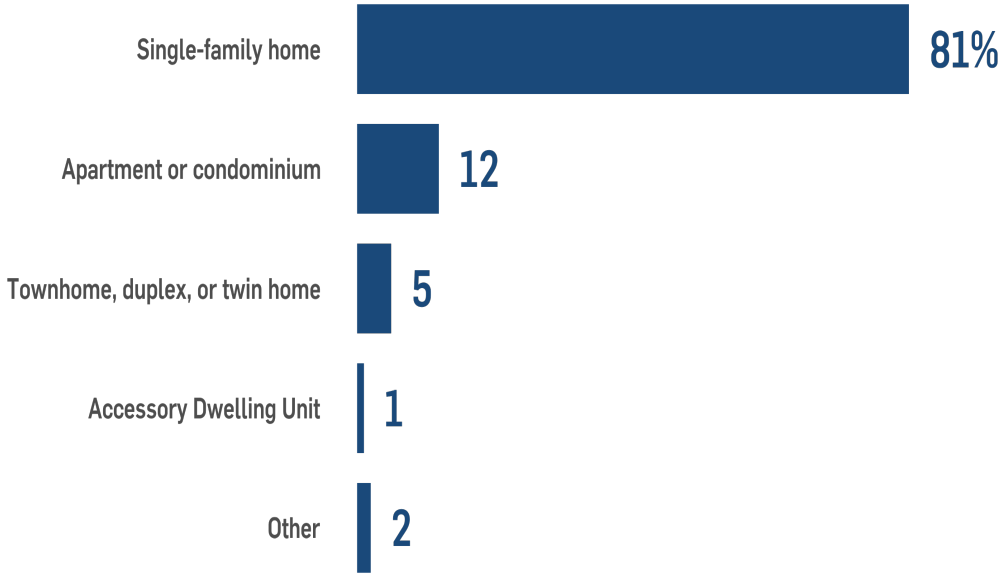
DEMOGRAPHICS

Homeowners

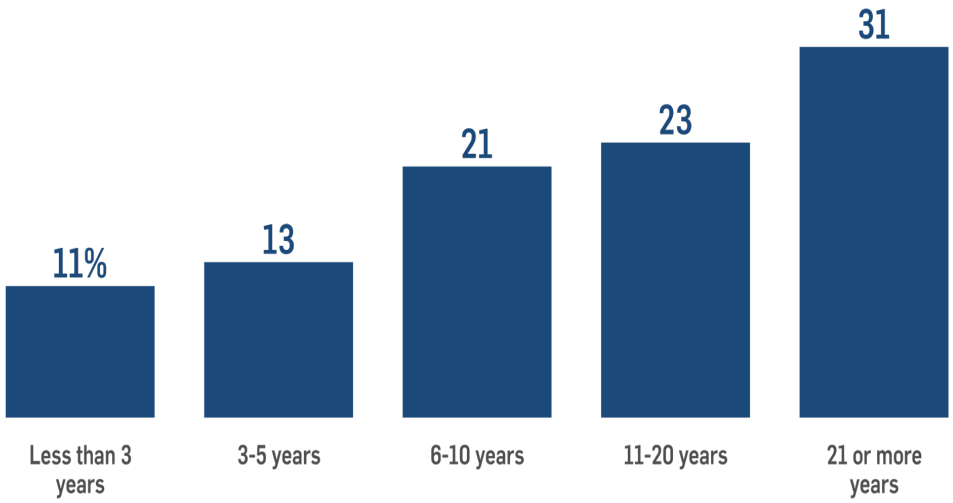


US Census estimated homeowner occupied housing rate: 72%
US census estimated renter occupied housing rate: 23%

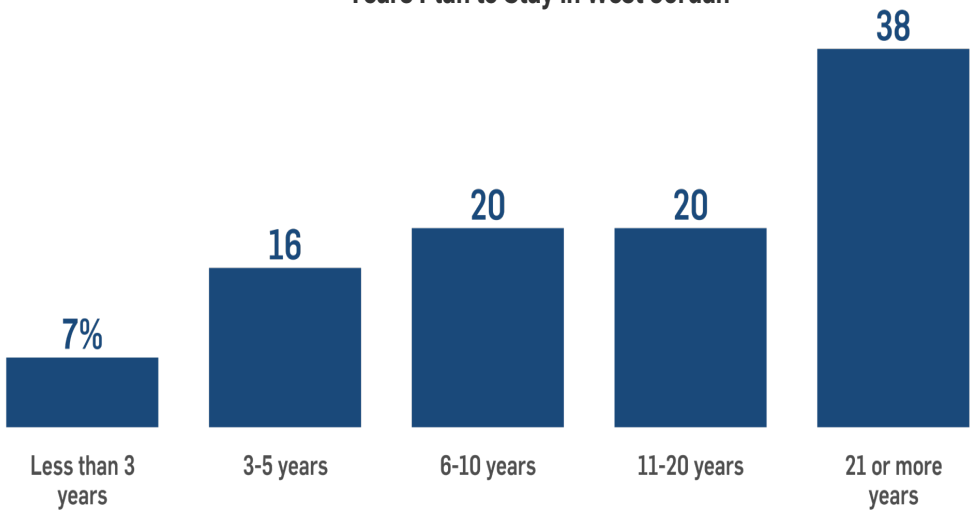
Home-type



Years Lived in West Jordan



Years Plan to Stay in West Jordan




ANALYTICS

REQUEST FOR COUNCIL ACTION

Action: Request feedback from Council

Presenter: Alan R Anderson

Applicant:

Department Sponsor: Council Office

Agenda Type: DISCUSSION TOPICS

Time Requested: 15 minutes presentation, 10 minutes council

Meeting Date Requested : 07/19/2023

Deadline of item :

(Council may elect to provide more or less time)

1. **AGENDA SUBJECT**
   Discussion on Proposed Amendments to Business License Code (Title 4 Chapter 1)

2. **EXECUTIVE SUMMARY**
   The council held a discussion on November 16, 2022 on the Business License ordinance and referred the item to an ad hoc subcommittee. The subcommittee met three times to review the council directed amendments. The council asked it to come back to a Committee of the Whole for further discussion.

   Council directed staff to further simplify the application process and make it more user friendly for businesses and citizens to obtain licenses and include the following suggestions:
   - Determine if BCI background checks are really needed for all license types
   - Numerous deletions of unnecessary definitions and other changes in the Definition section (i.e. removal of Shooting Gallery definition)
   - Update and remove the following Application Requirements:
     - 50% or more of employees need to be stockholders
     - Do not require knowing who signs checks in the company
     - Do not require US Citizenship
     - Do not require posting of business hours
   - Can't give anything to a minor without parents' consent – is it necessary?
   - Reduce license posting and display required section to one line instead of 11
   - Encourage creative business of felons
   - Ensure restrictions were pertinent to the type of business being run
   - Do not require someone that transfers their business to go start the license process over
   - Work with applicant on questions rather than throwing out the license altogether
   - Change facsimile to copy
   - Allow all types of payments
   - Strike out the requirements regarding curfew
   - Research whether the owner was liable for employees acts of violation
   - Streamline and simplify the process – make it user friendly

3. **TIME SENSITIVITY / URGENCY**
   No time urgency

4. **FISCAL NOTE**
   These proposed amendments would have no substantial budget impact.

5. **PLANNING COMMISSION RECOMMENDATION**
   N/A

6. **STAFF ANALYSIS**
   None at this time.

7. **MOTION RECOMMENDED**
   N/A

8. **MAYOR RECOMMENDATION**

9. **PACKET ATTACHMENT(S)**

10. **OTHER INFORMATION**

CHAPTER 1
GENERAL BUSINESS REGULATIONS AND LICENSING REQUIREMENTS

ARTICLE A. GENERAL PROVISIONS

SECTION:

4-1A-1: Purpose

4-1A-2: Definitions

4-1A-3: Applicability Of This Chapter

4-1A-4: General Business And Special Business Licenses Needed

4-1A-1: PURPOSE:

Pursuant to its inherent police powers within statutory authority granted by the state to protect the health and welfare of its residents and businesses, the city intends by this title to regulate and license businesses and occupations undertaken and operating within its corporate limits; to maintain a current index of licensed businesses and occupations; and to raise revenues sufficient, among other things, to offset the costs of administering this title by imposing license fees upon such businesses and occupations. (Ord. 12-13, 6-13-2012; amd. Ord. 23-12, 3-22-2023)

4-1A-2: DEFINITIONS:

The following words, terms, and phrases, when used in this title, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. The definitions in this section are also applicable to all subsequent chapters in this title. For words, terms, and phrases which are not defined in this title, the definitions in sections 13-2-3 or 17-1-6 or elsewhere in this code or in the Utah Code Ann. shall have the meanings ascribed to them in those sections in this code or in the Utah Code Ann., except where the context clearly indicates a different meaning; these definitions may also be used to supplement the definitions in this title.

Unless otherwise indicated, the definitions found within the Utah alcoholic beverage control act, Utah Code Ann. title 32B, are incorporated into this chapter as though set forth in their entirety. In addition to these definitions, the following words and phrases used in this chapter shall have the following meanings unless a contrary meaning is clearly indicated. The definitions in this section are also applicable to all other chapters in this title.

~~ACCESSORY DWELLING UNIT:~~

~~A separately leasable dwelling unit on a subdivided lot that is incidental to the principal dwelling unit, as further described in title 13.~~

~~ADULT:~~

~~A person who is either: (a) "emancipated" pursuant to the definition in Utah Code Ann. section 80-7-102 or successor provisions; or (b) age eighteen (18) years of age or older; and who is not the subject of a court order for guardianship which limits the person's rights. For purposes of alcohol, tobacco, and other substances, the applicable definitions in the Utah Code Ann. should be used.~~

AGREEMENT:

Unless otherwise indicated, the binding agreement entered with the city as part of the good landlord program.

ALCOHOLIC BEVERAGE (AND RELATED TERMS):

See the definitions found within the Utah alcoholic beverage control act, Utah Code Ann. title 32B, and in section 17-1-6 of this code.

APPLICANT:

A person possessing a business license from the city, and any person seeking a business license from the city. ~~If the application is made by a business entity (as defined in this section) doing business under an assumed name, each partner, principal, officer, director, manager, assistant manager, and any shareholder (corporate or personal) of fifty one percent (51%) or more of the stock of the business entity shall also be considered an applicant. Any holding company or any entity holding fifty one percent (51%) or more of an applicant shall be considered an "applicant" for purposes of this title.~~ ~~Unless otherwise specifically allowed by law, all applicants who are individuals shall be "adults", as defined in this section.~~

APPLICATION:

The completed forms provided by the business licensing authority with all attachments required by this title for the issuance of a permit or license.

BCI BACKGROUND CHECK:

An original or copy, dated no older than one hundred eighty (180) days prior to the date of the application, of either:

~~A. A Utah department of public safety bureau of criminal identification, verified criminal history report personal to the applicant;~~

~~B.~~ A. Verification by the Utah department of public safety bureau of criminal identification that no criminal history rising to the level of a "disqualifying factor" (pursuant to the definition in this section or any other applicable meaning) ~~status~~ exists for the applicant; or

~~C.~~ B. A government-issued and verified criminal history report form from the applicant's current state of residence or recent state of residence.

BUSINESS:

Means and includes:

A. All activities, trades, professions or callings undertaken, operated or engaged in within the corporate limits of the city of West Jordan ~~carried on~~ for the purpose of economic gain or economic benefit, except that the acts of employees rendering service to employers shall not be included in the term "business" unless otherwise specifically prescribed.

B. As used in this title, the owning and operating of one or more residential rental units, whether a single-family home, a residential dwelling complex (such as a duplex, triplex or larger apartment complex) or mobile home park, or otherwise, for economic gain, economic benefit, or ~~personal benefit~~ for the benefit of the owner or operator's commercial activities shall be deemed to be a business.

C. Activities, trades, professions or callings undertaken, operated, or engaged in for the purpose of economic gain, economic benefit, or personal benefit within the confines of a individual's residence building or within or from an ancillary structure on the same property as the individual's building will constitute a "business" subject to the requirements of this title.

D. There is no regulatory distinction in this title between a "business" and an "occupation". Both are a "business".

BUSINESS ENTITY:

A specific partnership, limited partnership, corporation, association, limited liability company, or other entity, but not a "dba", listed as "active" and "current" on the Utah division of corporations' business entity website or the equivalent website of another state or territory of the Unites States of America.

BUSINESS LICENSE AUTHORITY:

The city ~~administrator or an authorized designee~~ business licensing ~~department~~ division.

CHARITABLE ORGANIZATION (AND RELATED TERMS):

See the definitions in Utah Code Ann. section 13-22-2, or successor provisions.

~~CITY ADMINISTRATOR:~~

~~The city administrator of the city.~~

COMMUNITY LOCATION (AND RELATED TERMS):

See the definitions in:

A. For alcoholic beverages, Utah Code Ann. section 32B-1-102, or successor provisions;

B. For cannabis production establishments, Utah Code Ann. section 4-41a-102, or successor provisions;

C. For medical marijuana, Utah Code Ann. section 26-61a-102, or successor provisions;

D. For retail tobacco specialty business, Utah Code Ann. sections 10-8-41.6 and 17-50-333, or successor provisions; and

E. For tobacco, electronic cigarette, and nicotine product retail permits, Utah Code Ann. section 26-62-102, or successor provisions.

COMPETENT INDIVIDUAL:

An individual claiming or appearing to be at least eighteen (18) years of age and of sufficiently sound mind and body, to be able to engage in rational thought, conversation, and conduct.

COMPLETED APPLICATION:

A fully completed application form; for those business identified in chapter 2 of this title, excluding persons exempted from municipal licensing under state or federal law, a BCI background check for each applicant or, if the applicant is a business entity, for each officer or member of the business entity; ~~two (2) copies of the original identification, relied on by the applicant to establish proof of identity;~~ and the tendering of all required fees.

~~CRIMINAL CONVICTION OR CRIMINALLY CONVICTED:~~

~~The final entry of a conviction, whether by a plea of no contest, guilty, entry of a judicial or jury finding of guilt, which judicial determination has not been set aside on appeal or pursuant to a writ of habeas corpus. The criminal conviction is that offense of which the applicant or registered solicitor was convicted, without regard to the reduced status of the charge after completion of conditions of probation or parole, and charges dismissed under a plea in abeyance or diversion agreement.~~

~~DISQUALIFYING FACTORS:~~

~~Anything specifically defined in this title as requiring the denial or suspension of a license, plus any of the following:~~

~~A. Criminal charges are currently pending against the applicant or a key employee and the criminal charges bear a substantial relationship to the applicant's or licensee's ability to safely, competently, or legally practice the occupation, profession, or type of business;~~

~~B. The applicant or a key employee has been criminally convicted of a felony, within the last ten (10) years and the criminal conviction bears a substantial relationship to the applicant's or licensee's ability to safely, competently, or legally practice the occupation, profession, or type of business;~~

~~C. The applicant or a key employee has been criminally convicted of a misdemeanor within the past five (5) years and the criminal conviction bears a substantial relationship to the~~

~~applicant's or licensee's ability to safely, competently, or legally practice the occupation, profession, or type of business; or~~

~~D. A final civil judgment has been entered against the applicant or a key employee within the last five (5) years indicating that: 1) the applicant or key employee had either engaged in fraud or intentional misrepresentation; or 2) the applicant or key employee engaged in willful and malicious activity causing injury to another entity or to the property of another entity;~~

~~E. The applicant or key employee is currently subject to a protective order based on physical or sexual abuse issued by a court of competent jurisdiction;~~

~~F. The applicant has an outstanding arrest warrant from any jurisdiction; or~~

~~GD. The applicant, or any principal of the applicant, has administrative, civil or criminal citations or charges pending or on appeal, brought or assessed by the state or another jurisdiction, and based on violations of applicable licensing or regulatory requirements in connection with the business proposed to be conducted.~~

DOOR TO DOOR SOLICITATION~~, HOME SOLICITATION, OR RESIDENTIAL SOLICITATION~~:

The practice of engaging in or attempting to engage in conversation with any individual at a residence, whether or not that individual is a competent individual, while making or seeking to make or facilitate a door to door solicitation sale, or attempting to further the sale of goods and/or services. See sections 4-2F-1 through 4-2F-16 inclusive.

DOOR TO DOOR SOLICITATION SALE~~, HOME SOLICITATION SALE, OR RESIDENTIAL SOLICITATION SALE~~:

To make or attempt to make a sale of goods or services by a solicitor at a residence by means of door to door solicitation, regardless of the means of payment or consideration used for the purchase; the time of delivery of the goods or services; or the previous or present classification of the solicitor as a solicitor, peddler, hawker, itinerant merchant, or similar designation.

~~EMPLOY:~~

~~Hiring an individual to work for pecuniary or any other form of compensation, whether such individual is hired on the payroll of the employer, as an independent contractor, as an agent, or in any other form of employment relationship.~~

EMPLOYEE:

The operator, owner, or manager of a business and any individuals employed by such operator, owner, or manager in the operation of the business in any capacity, and also any salesperson, agent, leased employee or independent contractor engaged in the business in any capacity.

ENGAGING IN BUSINESS:

Means and includes, but is not limited to, the sale or offer for sale of tangible personal property at retail or wholesale, the manufacturing of goods, including foodstuffs, the owning or operating of rental property, the building and development of real property, and the rendering of personal services for others for compensation, but does not include the rendering of personal services by an employee to the employee's employer under any arrangement or contract of personal employment.

FEES OR FEE SCHEDULE:

The city's consolidated fee schedule as it relates to business license fees, disproportionate rental dwelling unit fees, and the discount fees associated with the good landlord program.

~~HOME SOLICITATION:~~

~~See the "Door To Door Solicitation" definition in this section.~~

~~HOME SOLICITATION SALE:~~

~~See the "Door To Door Solicitation Sale" definition in this section.~~

INDIVIDUAL:

A natural or physical person; in other words, an individual human being~~, who is an "adult", as defined in this section~~.

LICENSED PREMISES:

Any building, enclosure, room, or equipment used in connection with the conduct of the business, including, but not limited to, the sale, storage, service, manufacture, distribution or consumption of alcoholic beverages.

LIQUOR (AND RELATED TERMS):

See the definitions found within the Utah alcoholic beverage control act, Utah Code Ann. title 32B, and in section 17-1-6 of this code.

MASSAGE THERAPY AND MASSAGE THERAPIST (AND RELATED TERMS):

See the definitions found in Utah Code Ann. section 58-47b-102.

~~MINOR:~~

~~Any individual who does not meet the definition of "adult" as set forth in this section, or as otherwise set forth in the applicable provisions of the Utah Code Ann.~~

NO SOLICITATION SIGN:

A reasonably visible and legible sign that states "No Soliciting", "No Solicitors", "No Salespersons", "No Trespassing", or words of similar import.

NUDITY (AND RELATED TERMS):

See the definitions found in Utah Code Ann. section 10-8-41.5 or successor provisions.

~~NUMBER OF EMPLOYEES:~~

~~The average number of employees engaged in business at the place of business each regular working day during the preceding calendar year.~~

OPERATOR:

The manager or other individual principally in charge of a business.

OWNER:

The person having ownership.

~~OWNER OCCUPIED:~~

~~A residence occupied as a primary residence by the legal owner of the building within which the residence exists. For example a single-family home occupied as a primary residence by the legal owner of the building is owner occupied. Similarly, a residence within a fourplex building occupied as a primary residence by the legal owner of the building, even though the other three (3) residences in the building are occupied by third parties under rental agreements, is owner occupied.~~

PARTICIPANT:

A temporary merchant, not licensed as such, participating in a sales event.

PATRON:

Any individual who contracts with or employs any escort services or escort, or is a customer of any business licensed pursuant to this title.

PERSON:

Includes any individual, group of individuals, business entity, group of business entities, or other legal entity or legal entities.

PLACE OF BUSINESS:

Each separate location at or from which business is conducted or transacted. For this purpose branch locations and mobile business locations are each considered a separate place of business requiring a business license.

PREMISES:

Any room, house, building, structure, or place licensed by or defined in this title.

PROGRAM:

As used in this title, the good landlord program of the city.

PROPRIETOR:

Any person who, as the owner, lessee, or manager, has under that person's control a business.

REGISTERED SOLICITOR:

Any individual who has been issued a current certificate residential solicitation license by the city (see sections 4-2F-1 through 4-2F-16 inclusive).

RENTAL DWELLING UNIT:

Any individual dwelling unit, accessory dwelling units, apartment buildings, or other buildings so arranged, designed, built, rented, let, or hired out to be used or occupied as the home, residence, or dwelling unit of one or more families living independently of each other, that is rented, leased, or hired out~~, or provided as a benefit~~ to be used or occupied as a home or residence. This definition is inclusive of a dwelling unit that is provided for free or below market rate to an employee as compensation. ~~This definition is also inclusive of any accessory dwelling units, apartment buildings, or other buildings so arranged, designed, built, rented, let, or hired out to be used or occupied as the home, residence, or dwelling unit of one or more families living independently of each other.~~ For the purpose of this definition, a residence that is under a bona fide contract of sale to an occupying purchaser is not a rental dwelling unit.

RESIDENCE:

Any living unit contained within any building or structure that is occupied by any individual as a dwelling, together with the lot or other real property on which the living unit is located. This term does not include the sidewalk, public street or public rights of way.

~~RESIDENTIAL SOLICITATION:~~

~~See the "Door To Door Solicitation" definition in this section.~~

~~RESIDENTIAL SOLICITATION SALE:~~

~~See the "Door To Door Solicitation Sale" definition in this section.~~

RESPONSIBLE PERSON:

That person responsible to refund any money or reversing any credit card charges for persons who timely rescind any sale pursuant to applicable contractual rights or legal requirements, and the competent individual in a residence to whom a sale of goods or services is made or attempted to be made by means of a home solicitation sale.

~~SALE OF GOODS OR SERVICES:~~

~~The conduct and agreement of a solicitor and the competent individual in a residence regarding particular goods or services that entitles the consumer to rescind the same within three (3) days under any applicable federal, state or local law.~~

SALES EVENT:

An event where two (2) or more temporary merchants, not more than one of whom is licensed as a temporary merchant, display any goods, wares or services at a location in the city for the purpose of sale or soliciting orders to be filled in the future, for financial gain or profit.

SELL, SALE, AND TO SELL:

Any transaction, exchange, or barter whereby, for any consideration, an alcoholic beverage is either directly or indirectly transferred, solicited, ordered, delivered for value, or by any means or under any pretext is promised or obtained, whether done by a person as principal, proprietor, or as an agent, servant or employee, unless otherwise defined in the alcoholic beverage control act or regulations adopted by the state alcoholic beverage control commission.

SERVICES:

Those intangible goods or personal benefits offered, provided, or sold to a competent individual.

SEXUALLY ORIENTED BUSINESS (AND RELATED TERMS):

See the definitions found in Utah Code Ann. section 10-8-41.5 or successor provisions.

SOLICITING, SOLICIT, SOLICITATION:

Any of the following activities when conducted on a door to door home contact basis:

A. Seeking to obtain sales or orders for the exchange of goods, wares, merchandise or perishables of any kind, for any kind of remuneration or consideration, regardless of whether advance payment is sought;

B. Seeking to obtain prospective customers to apply for or to purchase insurance, subscriptions to publications, or publications;

C. Seeking to obtain contributions of money or any other thing of value for the benefit of any person;

D. Seeking to obtain orders or prospective customers for goods or services;

E. Seeking to engage an individual in conversation at a residence for the purpose of promoting or facilitating the receipt of information regarding religious belief, political position, charitable conduct, or a home solicitation sale.

F. Other activities falling within the commonly accepted definition of soliciting, such as hawking or peddling.

SOLICITOR, SOLICITORS:

An individual or individuals engaged in door to door solicitation. A residential solicitation license does not authorize or enable hawking goods or contacting people in public places, in a park or on the street. See sections 4-2F-1 through 4-2F-16 inclusive.

SPECIFIED CRIMINAL ACTS:

Any act defined in title 76 of the Utah Code Ann. or in titles 6 or 7 of this code as a crime.

SPECIFIED SEXUAL ACTIVITIES:

Any sexual act defined in title 76 of the Utah Code Ann. or in titles 6 or 7 of this code as a crime.

SUBSTANTIATED REPORT:

An oral, written or electronic report that is submitted to and documented by the city that provides any of the following information regarding a person holding a city business license of any type:

A. Documented verification of a previously undisclosed disqualifying factor;

B. Probable cause that the person has committed a disqualifying factor which has not yet been determined to be a disqualifying factor;

C. Documented, eyewitness accounts that the person has engaged in repeated patterns of behavior that demonstrates failure by the person to adhere to the requirements of this title; or

D. Probable cause that continued licensing of the person demonstrates exigent circumstances that threaten the health, safety or welfare of any person or persons within the city.

TEMPORARY MERCHANT:

A. Any person, whether a resident of the city or not, who within the limits of the city:

1. Engages in a temporary business of selling and/or delivering goods, wares or services, or who conducts meetings open to the general public where franchises, distributorships, contracts or business opportunities are offered to the public; or

2. Sells, offers or exhibits for sale any goods, wares or services, franchises, distributorships, contracts or business opportunities, during the course of or any time within six (6) months after a lecture or public meeting pertaining to such goods, wares, services, franchises, business opportunities, contracts or distributorships.

B. The foregoing notwithstanding, a "temporary merchant", for the purposes of this title, shall not include the following:

1. A person who shall occupy any business establishment for the purpose of conducting a permanent business therein; provided, however, that no person shall be relieved from the provisions of this title by reason of a temporary association with any local dealer, trader, merchant or auctioneer, or by conducting such temporary or transient business in connection with, as a part of, or in the name of any local dealer, trader, merchant or auctioneer; or

2. Any sales of merchandise damaged by smoke or fire, or of bankrupt concerns, where such stock has been acquired from a merchant or merchants of the city regularly licensed and engaged in business; provided, however, no such stock of merchandise shall be augmented by new goods; or

3. A person who sells the person's own property which was not acquired for resale, barter or exchange, ~~and who does not conduct such sales~~ excluding persons selling such items as part of a yard, garage, or similar public sale more than twice during any calendar year; or

4. Art exhibits, where participating artists sell their original works, and which do not contain any sales of artwork purchased or taken on consignment and held for resale, providing such art exhibits are sponsored by a local, responsible organization; or

5. "Religious or charitable organizations", as defined in this section; or

6. Sales of goods, wares or services at a convention, meeting or exposition which is not open to nor advertised to the general public, to the extent such sales are made to registered members of the sponsoring organization, provided the sponsoring organization or its designated agent delivers to the city license supervisor, at least fifteen (15) days in advance of such convention, meeting or exposition, a statement of the organization's qualification for this exemption and a statement of the common interest or category of those who will be attending such convention, meeting or exposition; and providing all persons selling or purchasing goods, wares or services at such convention, meeting or exposition shall wear or display in a conspicuous manner a tag stating the name of the sponsoring organization.

TEMPORARY MERCHANT SPONSOR:

Any person who leases or rents a building or portion of a building, or other space, for the purpose of conducting a sales event with two (2) or more participants.

TOBACCO PRODUCT:

As defined in Utah Code Ann. subsection 10-8-41.6(1)(j) or successor provisions.

TOBACCO SPECIALTY BUSINESS:

As defined in Utah Code Ann. subsection 10-8-41.6(1)(h) or successor provisions.

~~WAIVER:~~

~~The written form provided to an applicant by the city wherein applicant agrees that the city may obtain a name/date of birth BCI background check on the applicant for licensing purposes under this title and which contains applicant's signature, which is either executed in the presence of the business licensing authority, or notarized at the time the waiver is signed. (Ord. 12-13, 6-13-2012; amd. Ord. 13-14, 3-27-2013; Ord. 16-01, 1-13-2016; Ord. 16-06, 1-13-2016; Ord. 16-11, 3-23-2016; Ord. 19-47, 12-04-2019, Effective at 12 noon on January 6, 2020; Ord. 21-04, 2-10-2021; Ord. 23-12, 3-22-2023)~~

4-1A-3: APPLICABILITY OF THIS CHAPTER:

The provisions of this chapter apply to all businesses and employees in the city. (Ord. 12-13, 6-13-2012; amd. Ord. 23-12, 3-22-2023)

4-1A-4: GENERAL BUSINESS AND SPECIAL BUSINESS LICENSES NEEDED:

Certain types of businesses have additional and special licensing and business conduct requirements, ~~and these are~~ as set forth in chapter 2 of this title. For these specially addressed types of business, a general business license and a special business license will be required, including the payment of such license fees as ~~are~~ provided ~~from time to time by the city council~~ in the consolidated fee schedule. (Ord. 12-13, 6-13-2012; amd. Ord. 23-12, 3-22-2023)

ARTICLE B. BUSINESS LICENSES

SECTION:

4-1B-1: Unlawful To Conduct Business Within The City Without A Business License

4-1B-2: [Reserved]

4-1B-3: Business License Authority

4-1B-4: Powers Of Business License Authority, Including Applicant Investigation

4-1B-5: City Inspection Authority

4-1B-6: License Limited To Licensed Name

4-1B-7: License Application Requirements

~~4-1B-8: Furnishing False Information~~ [Reserved]

~~4-1B-9: Application Numbering And Filing~~ [Reserved]

4-1B-10: Engaging In Business Prohibited During Investigation

4-1B-11: [Reserved]

4-1B-12: Issuance Of License; Closing Incomplete Applications:

4-1B-13: Index Of Licensed Persons And Businesses

4-1B-14: License Available For Inspection

4-1B-15: [Reserved]

4-1B-16: License Fees

4-1B-17: License Year; Fee Payments

4-1B-18: Late Payment Penalty And Consequences

4-1B-19: Fee Exemptions For Businesses

4-1B-20: Mistakes In Fee Calculations

4-1B-21: Deviations Prohibited

4-1B-22: ~~License Fee Collection; Civil Actions Authorized~~ [Reserved]

4-1B-23: ~~Refunds~~ [Reserved]

4-1B-24: No License Transfers; And Change Of License Information

4-1B-25: Designation Of Agent For Service Of Process

4-1B-26: Recordkeeping Required

4-1B-27: [Reserved]

4-1B-28: ~~Hours Of Operation~~Curfew Law Applicable ~~[Reserved]~~

4-1B-29: [Reserved]

4-1B-30: License Termination Following Cessation Of Operations

4-1B-31: [Reserved]

4-1B-1: UNLAWFUL TO CONDUCT BUSINESS WITHIN THE CITY WITHOUT A BUSINESS LICENSE:

~~A.~~ Unless specifically exempt from such requirement in this title or other applicable law, ~~it shall be unlawful for any person to engage in or carry on any business within the city, without first procuring a business license, or for any person to continue to engage in or carry on a business when the required business license has been suspended or revoked~~ every person engaging in business within the city must maintain a valid city business license.

~~B. Every person engaging in business within the city shall apply for and maintain in full force and effect a valid city business license.~~ (Ord. 12-13, 6-13-2012; amd. Ord. 23-12, 3-22-2023)

4-1B-2: [RESERVED]:

(Ord. 12-13, 6-13-2012; amd. Ord. 23-12, 3-22-2023)

4-1B-3: BUSINESS LICENSE AUTHORITY:

The business license authority shall have responsibility for issuing business licenses and ensuring all business license fees are paid, based on the rates and charges established by ordinance or resolution and as set forth in the city's consolidated fee schedule. (Ord. 12-13, 6-13-2012; amd. Ord. 23-12, 3-22-2023)

4-1B-4: POWERS OF BUSINESS LICENSE AUTHORITY, INCLUDING APPLICANT INVESTIGATION:

The business license authority and all license inspectors in the performance of their official duties shall have and exercise all the powers allowed by law:

A. Time Period Within Which To Act On License; Denial: The business license authority may take up to thirty (30) days from the date when the completed application is received by the business license authority, to review an application and investigate the relevant facts. If the business license authority ~~concludes to deny~~ denies an application, a statement of the facts and reasons for the denial shall be given to the applicant.

B. License Authority Denial: The business license authority shall have the authority, without a hearing, to deny a license for the reasons provided for in this article, subject to appeal rights.

C. Business License Authority Investigation: The business license authority may, on the business license authority's own initiative or in response to complaints from the general public or any city department or division, investigate and gather evidence of violations of this title or other circumstances which may give rise to a denial, suspension or revocation; or seek the police department's or other investigative organization's assistance or investigations. ~~In particular, t~~The business license authority may, prior to the issuance of any business license required by this title, investigate any applicant for such license, if there is reasonable cause to believe that the applicant:

1. Has filed an application which is incomplete, erroneous, or false in any respect, except that any individual name or business entity name that is substantially similar to the correct name shall not be deemed to be incomplete, erroneous, or false;

2. Fails in any respect to qualify to do business in the city under any federal, state or city law, rule or regulation;

3. Has committed such act or acts as may be grounds for revocation or denial of a license application under any federal, state or city law, rule or regulation; or

4. Investigation is required by city ordinance. (Ord. 12-13, 6-13-2012; amd. Ord. 19-47, 12-04-2019, Effective at 12 noon on January 6, 2020; Ord. 23-12, 3-22-2023)

4-1B-5: CITY INSPECTION AUTHORITY:

A. ~~New~~ Business ~~Premises~~ Inspections: Prior to the issuance of a license to a person to engage in a new business not previously licensed under this title, and periodically during the term of a business license, ~~the person or applicant shall, subject to constitutional limitations, permit inspections to be made of the prospective place of business by representatives of the appropriate departments of the city to ensure compliance with zoning, building, fire and health, and other codes, statutes, ordinances, and laws which may apply to the business and premises for which a license application was submitted. No license shall be granted without the approval of all such required inspections.~~ one or more agents of the city, including, but not limited to, police officers, code enforcement officers, and community enforcement officers, subject to constitutional limitations, may enter and examine the physical locations and space occupied and used by any business or vehicle, for which a city license is required to determine if such places of business, persons and vehicles are properly licensed and that no business, other than the one described in and covered by the license, is operating or transacting business.

B. ~~Periodic Inspection; Time To Correct~~ Enforcement and Reporting: ~~Places of business licensed within the city shall be inspected periodically by departments of the city, county or the state for compliance with zoning, building, fire and health codes. Written notice shall be given by a code enforcement officer to a licensed person or business upon the finding of any code infractions, which shall provide for time in which to correct such infractions, pursuant to title 16, unless the noncompliant issue constitutes a hazard or exigent circumstance requiring immediate remediation under law. Failure to bring the licensed premises into legal compliance may result in the revocation of the license by the city.~~ City agents may issue citations or otherwise enforce the law, and shall advise the business license authority of each person doing business in violation of this title.

C. ~~Identifying Violations~~ Notice and Remediation: ~~From time to time one or more agents of the city, including, but not limited to, police officers, code enforcement officers, and community enforcement officers, are authorized and required to enter and examine the physical locations and space occupied and used by any business or vehicle, for which a city license is required. They shall determine if such places of business, persons and vehicles are properly licensed and that no business, other than the one described in and covered by the license, is operating or transacting business. They may issue citations or otherwise enforce the law, and shall advise the business license authority of each person doing business in violation of this title.~~ Written notice shall be given by a code enforcement officer to a licensed person or business upon the finding of any code infractions, which shall provide for time in which to correct such infractions, pursuant to title 16, unless the noncompliant issue constitutes a hazard or exigent circumstance requiring immediate remediation under law. Failure to bring the licensed premises into legal compliance may result in the revocation of the license by the city.

(Ord. 12-13, 6-13-2012; amd. Ord. 23-12, 3-22-2023)

4-1B-6: LICENSE LIMITED TO LICENSED NAME:

It is unlawful for a business to do business under any name other than the business name or names specified in the application. (Ord. 12-13, 6-13-2012; amd. Ord. 19-47, 12-04-2019, Effective at 12 noon on January 6, 2020; Ord. 23-12, 3-22-2023)

4-1B-7: LICENSE APPLICATION REQUIREMENTS:

A. Application: Applications for licenses and permits required by this title shall be made online to the business license authority in the absence of provision to the contrary. When necessary, the business license authority shall provide equipment and services to assist applicants at the City offices in submitting online applications. For safety and compliance and purposes, the~~The~~ application shall show:

1. Legal Name: The correct legal name of each applicant, corporation, partnership, limited partnership, or entity doing business under an assumed name.

2. ~~Doing Business Under Assumed Name~~ State Licensure: ~~If the applicant is a business entity doing business under an assumed name, submittal of the information required for individual applicants for each partner, principal, officer, director, and any shareholder (corporate or personal) of fifty-one percent (51%) or more of the ownership interest of any applicant. Any business entity holding fifty-one percent (51%) or more of the ownership interest of an applicant shall be considered an applicant for purposes of disclosure under this article~~ If applicable, verification of the existence of an active and valid license, from the applicable divisions of the state, to provide the goods or services necessary for the operation of the desired business.

3. Applicant Information: For all applicants, a statement of the business address, contact information, and other information requested ~~of~~ on the forms provided by the business license authority ~~which are not disallowed by law~~.

4. Age ~~or Business Entity: Acceptable written proof a person, as defined in section 4-1A-2, and is either (a) an individual and an adult, as defined in section 4-1A-2 of this code, or; or (b) a business entity, as defined in section 4-1A-2; provided that the business license authority is empowered to waive the age requirement in appropriate cases~~ For businesses identified in chapter 2 of this title, excluding home occupations, temporary merchants, agricultural vendors, and mobile food businesses, verification that each applicant, or if the applicant is a business entity, each owner, officer, or member of the business entity, is at least eighteen (18) years of age, provided that the business license authority is empowered to waive the age requirement in appropriate cases.

5. License Type: The kind of license desired, stating in detail the business to be performed, practiced or carried on.

~~6. License Class: The class of license desired, if the particular business activity has special licenses divided into classes.~~

~~7. Place: The place where such business, calling, trade or profession is to be carried on, giving the street number if such business is to be carried on in any building or enclosure.~~

8. Term: The period of time for which such license is desired to be issued (i.e., an ongoing business activity or a temporary business activity).

9. Application Fee: A nonrefundable application fee in an amount adopted by the city council in its consolidated fee schedule.

B. Accuracy And Veracity Required: The truthfulness, completeness and accuracy of all of information provided by an applicant shall be attested to by the applicant or an authorized representative thereof.

C. Misleading Prohibited: Failure to provide all required information or providing false or misleading information in the application shall constitute grounds for denial of the application or revocation of an existing permit or license, and shall constitute a misdemeanor, if done willfully with the intent to mislead the city.

D. Notice Of Change To Application Information: Any change in the information required to be submitted under this article for a business license shall be given in writing to the business license authority within fourteen (14) days after such change. (Ord. 12-13, 6-13-2012; amd. Ord. 23-12, 3-22-2023)

4-1B-8: ~~FURNISHING FALSE INFORMATION~~ [RESERVED]:

~~It is unlawful for any person to willfully give the licensee or the licensee's agents or employees false or misleading information which the licensee is required by this chapter to obtain from such person. (Ord. 12-13, 6-13-2012; amd. Ord. 23-12, 3-22-2023)~~

4-1B-9: ~~APPLICATION NUMBERING AND FILING~~ [RESERVED]:

~~The license application, with any other accompanying documents, shall be numbered by the business license authority in the manner deemed to be appropriate by the business license authority. (Ord. 12-13, 6-13-2012; amd. Ord. 23-12, 3-22-2023)~~

4-1B-10: ENGAGING IN BUSINESS PROHIBITED DURING INVESTIGATION:

It is unlawful for any person applying for a business license which requires investigation by the business license authority to engage in the business for which license application is made, until such investigation is completed and the license approved and issued. (Ord. 12-13, 6-13-2012; amd. Ord. 23-12, 3-22-2023)

4-1B-11: [RESERVED]:

(Ord. 12-13, 6-13-2012; amd. Ord. 23-12, 3-22-2023)

4-1B-12: ISSUANCE OF LICENSE; CLOSING INCOMPLETE APPLICATIONS:

A. License Issuance: Within thirty (30) days after receiving a completed application, payment of all fees, and completion of any needed investigation, ~~or as in law specifically required,~~ the business license authority shall deny the application or issue the license~~, provided all fees are paid and legal requirements met, or shall deny the license if the legal requirements are not met~~.

~~B. Formal Requirements: All licenses shall be signed by the business license authority, which may be by electronic signature, and shall contain the following information:~~

~~1. The name of the person to whom such license has been issued;~~

~~2. The kind of license, and the class of license, if such licenses are divided into classes;~~

~~3. The term of the license, stating the commencing date and the expiration date.~~

~~C. Issuance Approval: No new business license which requires inspection or approval of any department of city government, whether new or renewal, shall be delivered or mailed to the applicant, until all legal requirements for the issuance or renewal have been met.~~

B. Closing Incomplete Applications: If an application is still incomplete sixty (60) days after the filing of the application, the application may be closed by the business license authority. Any filing fee shall be forfeited. Any subsequent application would require a new fee and a new application. (Ord. 12-13, 6-13-2012; amd. Ord. 15-22, 8-25-2015; amd. Ord. 19-47, 12-04-2019, Effective at 12 noon on January 6, 2020; Ord. 23-12, 3-22-2023)

4-1B-13: INDEX OF LICENSED PERSONS AND BUSINESSES:

The business license authority shall keep a registry containing the names of the businesses and persons holding business licenses. (Ord. 12-13, 6-13-2012; amd. Ord. 23-12, 3-22-2023)

4-1B-14: LICENSE AVAILABLE FOR INSPECTION:

Each license shall be available for inspection during business hours. (Ord. 12-13, 6-13-2012; amd. Ord. 23-12, 3-22-2023)

4-1B-15: [RESERVED]:

(Ord. 12-13, 6-13-2012; amd. Ord. 23-12, 3-22-2023)

4-1B-16: LICENSE FEES:

Annual license and other fees shall be those periodically adopted by the city council in its consolidated fee schedule. (Ord. 12-13, 6-13-2012; amd. Ord. 23-12, 3-22-2023)

4-1B-17: LICENSE YEAR; FEE PAYMENTS:

A. Fees To Be Paid In Advance ~~In U.S. Legal Tender~~: All license fees shall be paid in advance in ~~legal tender of the United States in~~ any manner ~~allowed~~ accepted by the city.

B. License Year; Renewal Date:

1. License Year; Good Landlord Program: ~~Except for any first year prorations, a~~ Unless otherwise specified in this title, ~~A~~ a "license year" will run for twelve (12) consecutive calendar months following the date of commencement and end on the last day of the twelfth month. ~~Notwithstanding the foregoing, participants in the city's "good landlord" program, governed by chapter 2, article R of this title, must renew their good landlord certification every four (4) years and provide the business license authority with a copy of the certificate of completion, and thus good landlord certification will run for forty eight (48) consecutive calendar months.~~

2. Administratively Assigning License Year Dates: Annual licenses issued pursuant to this title need not be issued on a calendar year basis.

C. Payments: Each license fee shall be paid at the time of an application's filing, whether as a new or a late renewal application. The application shall not be processed until the fee is paid. (Ord. 12-13, 6-13-2012; amd. Ord. 15-22, 8-25-2015; Ord. 19-47, 12-04-2019, Effective at 12 noon on January 6, 2020; Ord. 23-12, 3-22-2023)

4-1B-18: LATE PAYMENT PENALTY AND CONSEQUENCES:

A. Late Renewal Fee Penalties: If a license renewal fee is not paid by the due date, a penalty in the amount provided in the consolidated ~~schedule of fees~~ fee schedule and service charges shall be added to the original amount.

B. Duty To Cease Business Operations: Any person holding a business license from the city whose license renewal fee and accrued penalties remain unpaid for thirty (30) calendar days from the original due date shall terminate business operations. No business shall be conducted thereafter by such person, until:

1. The business license authority approves a reinstatement application or petition for renewal of a license following payment of all overdue fees and costs; or

2. A new license application is filed and a new license issued by the business license authority.

C. Initial Fee Nonpayment Penalty: When any person engages in any business or occupation requiring a license and fee by the provisions of this title, or engages in any additional activities which require an additional license and fee, without first paying the

required license fee, a penalty in the amount provided in the consolidated ~~schedule of fees~~ fee schedule and service charges shall be added to the original amount thereof.

D. Collection: All penalties provided for in this section shall be collected by the business license authority and the payment thereof shall be enforced by him or her in the same manner as the license fees are collected and payment enforced.

E. No License Issuance: No license shall be issued, until all penalties legally assessed have been paid in full.

F. Other Enforcement Not Precluded: Nothing in this section shall be construed to prevent or in any manner interfere with the enforcement of any criminal or civil penalty provision contained in any other title of this code, including, but not limited to, those provisions pertaining to operation of businesses without a current and valid business license. (Ord. 12-13, 6-13-2012; amd. Ord. 15-22, 8-25-2015; Ord. 23-12, 3-22-2023)

4-1B-19: FEE EXEMPTIONS FOR BUSINESSES:

In addition to all persons exempt from municipal licensing pursuant to state or federal law, ~~Although they shall apply in all respects for the obtaining of a business license pursuant to this title,~~ the following persons are exempt from the payment of license fees:

A. Building Contractors: Building contractors having no retail product sales and who pay construction permit fees, pursuant to applicable city ordinances, but do not have an actual business location within city limits. However, contractors who operate a construction business from a home located within the city are not exempt.

B. Insurance Companies: Insurance companies paying license fees to the state pursuant to the provisions of Utah Code Annotated title 31A, chapter 1, or any successor provisions.

C. Nonprofit/Charitable Organizations: The provisions of this title shall not be deemed or construed to require the payment of a license fee for the issuance of a license to any institution or organization which is conducted, managed or carried on wholly for the benefit of charitable purposes from which profit is not derived, directly or indirectly, by any person; nor shall the payment of a license fee be required to issue a license for the conducting of any entertainment, concert, exhibition or lecture whenever the receipts from such are to be appropriated to any church, school, governmental entity, or nonprofit organization. (Ord. 12-13, 6-13-2012; amd. Ord. 23-12, 3-22-2023)

4-1B-20: MISTAKES IN FEE CALCULATIONS:

A. In no event shall any mistakes made by an applicant or the city in the calculation of a license fee prevent or prejudice the collection by the city of the amount actually due from any person subject to licensing under this title. ~~Likewise, no such mistakes shall prevent or prejudice the refund to licensees of amounts overpaid by reason of mistakes.~~ (Ord. 12-13, 6-13-2012; amd. Ord. 23-12, 3-22-2023)

B. No refund shall be made for any fee paid for a license issued pursuant to this title, unless the fee paid was incorrect due to a calculation error or not legally owed under the provision of this title. (Ord. 12-13, 6-13-2012; amd. Ord. 23-12, 3-22-2023)

4-1B-21: DEVIATIONS PROHIBITED:

No greater or lesser amounts shall be charged or received for licenses, and no license shall be issued for any period of time other than as specifically provided in this title. (Ord. 12-13, 6-13-2012; amd. Ord. 23-12, 3-22-2023)

4-1B-22: ~~LICENSE FEE COLLECTION; CIVIL ACTIONS AUTHORIZED~~ [RESERVED]:

~~A. Civil Actions: In all cases where a city ordinance requires that a license be obtained to carry on or to engage in any business, occupation or calling within the city, and a fee for such license is authorized by ordinance, and the fee is not paid at the time or in the manner provided in said ordinance, a civil action may be brought in the name of the city against the person failing to pay such license fee, in any court of this state having jurisdiction of such action, to recover the fee and any penalty due, together with reasonable attorney fees and reasonable costs of collection. In any case where several or diverse amounts of license fees remain due and unpaid by any such person, such several amounts of unpaid license fees may be joined as separate causes of action in the same complaint in such civil actions. The provisions of title 16 may be utilized, as applicable.~~

~~B. Other Enforcement: Nothing in this section shall be construed to prevent or in any manner interfere with the enforcement of any penalty provision contained in any ordinance of the city, or to prevent or in any manner interfere with the use of any remedy available to the city. (Ord. 12-13, 6-13-2012; amd. Ord. 23-12, 3-22-2023)~~

4-1B-23: ~~REFUNDS~~ [RESERVED]:

~~No refund shall be made for any fee paid for a license issued pursuant to this title, unless the fee paid was incorrect due to a calculation error or not legally owed under the provision of this title. (Ord. 12-13, 6-13-2012; amd. Ord. 23-12, 3-22-2023)~~

4-1B-24: NO LICENSE TRANSFERS; AND CHANGE OF LICENSE INFORMATION:

No transfers of licenses are allowed. Any material change of ownership structure, business name, address, or other ~~main license~~ information that must be provided to the business license authority under this title shall require a new application for a new license. (Ord. 12-13, 6-13-2012; amd. Ord. 23-12, 3-22-2023)

4-1B-25: DESIGNATION OF AGENT FOR SERVICE OF PROCESS:

~~A. Duty To Designate Service Of Process Agent:~~ Before any business license shall be issued to a person, the applicant shall file with the business license authority an instrument naming a true and lawful agent of such applicant with full power and authority to accept service or notice of process for or on behalf of such applicant with respect to any matters connected with or arising in connection with such license. ~~, which agent, for an individual, can be him or herself. The instrument shall also state that applicant for the license~~ In submitting or causing submission of such instrument, the applicant consents and agrees that any service or notice of process shall be made upon the agent and when so made shall be taken and held to be valid, as if personally served upon the applicant according to the laws of this or any other state, and ~~waiving~~ waives all claims and arguments ~~or right of error by reason of such acknowledgment of service or manner of service~~ that such service was invalid, void, or insufficient. (Ord. 12-13, 6-13-2012; amd. Ord. 23-12, 3-22-2023)

4-1B-26: ~~RECORDKEEPING REQUIRED~~ [RESERVED]:

~~Every person liable for the payment of any license fee imposed by this title shall keep all records required by law. (Ord. 12-13, 6-13-2012; amd. Ord. 23-12, 3-22-2023)~~

4-1B-27: [RESERVED]:

(Ord. 12-13, 6-13-2012; amd. Ord. 23-12, 3-22-2023)

4-1B-28: ~~HOURS OF OPERATION~~CURFEW LAW APPLICABLE [RESERVED]:

~~A. Duty To Post Operating Hours: Every licensed business in the city is required to post in plain sight, clearly visible by all participants, the relevant operating hours of said place of business.~~

~~B. Curfew Law Applicable: Any business accepting or catering to minors shall not be operated in a manner contrary to the curfew provisions of any applicable state, county or municipal curfew statutes. (Ord. 12-13, 6-13-2012; amd. Ord. 23-12, 3-22-2023)~~

4-1B-29: [RESERVED]:

(Ord. 12-13, 6-13-2012; amd. Ord. 23-12, 3-22-2023)

4-1B-30: LICENSE TERMINATION FOLLOWING CESSATION OF OPERATIONS:

Any business license issued pursuant to this article will expire no later than ~~ten (10)~~ one hundred and twenty (120) calendar days following the continuous closure or cessation of business operations for which the license was issued, except when cessation or closure is required to repair damage caused by flood, fire, earthquake or other natural disaster. (Ord. 12-13, 6-13-2012; amd. Ord. 23-12, 3-22-2023)

4-1B-31: [RESERVED]:

(Ord. 12-13, 6-13-2012; amd. Ord. 19-47, 12-04-2019, Effective at 12 noon on January 6, 2020; Ord. 21-04, 2-10-2021; Ord. 23-12, 3-22-2023)

ARTICLE C. DENIAL, SUSPENSION, REVOCATION; LICENSE APPEAL AUTHORITY

SECTION:

4-1C-1: Denial, Revocation, And Suspension Of A Business License

4-1C-2: ~~Revocation Or Suspension Of License~~[Reserved]

4-1C-3: Procedure For Suspension Or Revocation

4-1C-4: Effect Of Revocation And Suspension

4-1C-5: License Appeal Authority Established

4-1C-6: ~~Administration~~ Administrative Law Judge As The License Appeal Authority

4-1C-7: Filing An Appeal Of A Denial, Suspension, Or Revocation

4-1C-8: Appeal Hearing

4-1C-9: Decision Of The License Appeal Authority

4-1C-10: Appeal Of A License Appeal Authority Decision

4-1C-11: ~~Licensing After Revocation~~ [Reserved]

4-1C-12: Validity Of Business License During Appeal

4-1C-1: DENIAL, REVOCATION, AND SUSPENSION OF A BUSINESS LICENSE:

A. Reasons For Denial, Revocation, or Suspension: ~~After a person has made application to the city for a business license, including a renewal of an existing business license, the application~~ A business license may be denied, or a business license may be revoked or suspended, for any lawful reason, including, but not limited to, the following ~~reasons~~:

1. The business is or will be involved in activities that ~~will~~ violate ~~a~~ city, county, state or federal laws or regulations;

2. The business is or will be involved in activities on the licensed premises which would constitute a public nuisance, or otherwise a menace to the health, welfare and peace of the city;

3. The business involves or would involve activities by patrons of the business ~~or business activity where it could be shown the patrons~~ which are reasonably likely to constitute a public nuisance~~, or to commit violations of law~~;

4. The business is not or would not be in compliance with the city zoning standards or requirements applicable to the licensed premises;

5. ~~Issuance of t~~The license is or would be the result ~~from~~ of fraud or misrepresentation of a material fact ~~in the procurement of or~~ by the ~~application for the license~~ applicant or licensee;

6. ~~The business or its employees will be undertaking activities which would constitute grounds for revocation or suspension of a business license; or~~

~~7.~~ Issuance or continuance of the license will jeopardize or unreasonably endanger the ~~public~~ health, safety or welfare~~, or the safety or welfare~~ of any individual, because the applicant or a key employee:

a. Does not possess the requisite state or federal licensing to conduct the business activity for which the city license is applied;

b. ~~Does not possess the required training, experience, professional degrees or licensing normally required for or associated with such business activity~~ Criminal or administrative charges are currently pending against the applicant or a key employee and the charges have a direct impact on the applicant's or licensee's ability to safely, competently, or legally practice the occupation, profession, or type of business;

c. ~~Has been guilty of unprofessional conduct, as proscribed by applicable statute or regulation or by applicable regulations or standards of conduct promulgated by the professional association or regulatory agency normally associated with that business activity~~ The applicant or a key employee has been criminally convicted of a felony, within five (5) years and the criminal conviction relates directly to the applicant's or licensee's ability to safely, competently, or legally practice the occupation, profession, or type of business; or

d. ~~Has been criminally convicted of a class B misdemeanor or greater offense and the criminal conviction bears a substantial relationship to the applicant's or licensee's ability to safely, competently, or legally practice the occupation, profession, or type of business or is subject to one or more "disqualifying factors" (as defined in section 4-1A-2)~~The applicant or a key employee has been criminally convicted of a misdemeanor within the past two (2) years and the criminal conviction relates directly to the applicant's or licensee's ability to safely, competently, or legally practice the occupation, profession, or type of business; or

~~8~~7. ~~For a new application, n~~Nonpayment of ~~the~~ any required license fees, taxes, charges, or penalties~~at the time the application is made. For a renewal application, nonpayment of the required license renewal fees, plus any penalty due under this title~~;

~~9~~8. One of the reviewing departments or divisions of the city, whose approvals are required under law, has lawfully disapproved the application pursuant to any applicable provision of the city code or other applicable law;

~~10~~9. False, or misleading, or incomplete information given on the application (any individual name or business entity name that is substantially similar to the correct name shall not be deemed to be incomplete, erroneous, or false); or

~~11~~10. Noncompliance with any requirement or condition imposed in a conditional use permit, a variance or a special exception in connection with any location of the proposed business activities~~;~~.

~~12. Noncompliance with any city, state or federal statutes or any Health Department regulations governing the applicant's proposed business.~~

B. ~~Refusal To Renew: The city may refuse to renew the business license based on any of the grounds provided for revocation or suspension of a license in this title arising at or before the time of the submittal and consideration of a license application~~ A license under this title grants only a revocable privilege to engage in business and confers no vested rights of any kind or nature upon the business or person holding the business license. (Ord. 12-13, 6-13-2012; amd. Ord. 23-12, 3-22-2023)

4-1C-2: ~~REVOCATION OR SUSPENSION OF LICENSE~~[RESERVED]:

~~A. License Revocable: Under the provisions of this title, the issuance of a license grants only a revocable privilege to engage in business and confers no vested rights of any kind or nature upon the business or person holding the business license.~~

~~B. Revocation Or Suspension: Every business license issued by the city may be revoked or suspended for:~~

~~1. Substantiated report of any violation by the licensed person or business or by an agent, officer, employee, or invitee of any provisions of this title or any other applicable ordinance or law governing the business or activity. The person or business holding a business license shall be strictly responsible for the operation of the business or activity in conformance with all applicable laws;~~

~~2. Substantiated report of fraud or misrepresentation of a material fact in the procurement of the license;~~

~~3. Failure to pay when due any license fee, tax, charge and/or penalty provided in state statute or city ordinance;~~

~~4. Substantiated report of the violation of city ordinance or federal or state statute relating to the licensed business and resulting from the conduct of such business or activity;~~

~~5. Substantiated report of any illegal condition or conduct at or in connection with the business;~~

~~6. Substantiated report of using or possessing for use a false weight or measure or any other device for falsely determining or recording any quantity or quality;~~

~~7. Substantiated report of selling, offering or exposing for sale products or commodities which vary from the standard of composition or quality described in connection with the offer or sale;~~

~~8. Substantiated report of activities at or in connection with the business, which are fraudulent or deceptive;~~

~~9. Substantiated report of failure of the applicant to retain the legal qualifications necessary for the business license, including the continuing absence of "disqualifying factors" (as defined in section 4-1A-2); or~~

~~10. Substantiated report of failure to properly maintain operational business records and other records required in this title for inspection and audit by the city.~~

~~C. Pendency Of License: The city may revoke or suspend a license for any of the grounds listed for denying a license application or a renewal application in this chapter arising during the pendency of a business license. (Ord. 12-13, 6-13-2012; amd. Ord. 23-12, 3-22-2023)~~

4-1C-3: PROCEDURE FOR SUSPENSION OR REVOCATION:

The business license authority may prosecute a suspension or revocation administratively as provided in title 16 of this code~~, and/or as a Class B misdemeanor~~. (Ord. 12-13, 6-13-2012; amd. Ord. 19-47, 12-04-2019, Effective at 12 noon on January 6, 2020; Ord. 23-12, 3-22-2023)

4-1C-4: EFFECT OF REVOCATION AND SUSPENSION:

A. If the license is revoked, no new application shall be considered by the business license authority until expiration of the time period~~, in any event not less than one year,~~ specified in the order of revocation, which in no event shall be less than one (1) year.

B. A suspension shall be for a period not exceeding six (6) months, following which the license shall be reinstated. Should the license be under suspension at the time the license would have otherwise been renewed or renewable, the license shall not be renewed until expiration of the period of time imposed on the original suspension. (Ord. 12-13, 6-13-2012; amd. Ord. 23-12, 3-22-2023)

4-1C-5: LICENSE APPEAL AUTHORITY ESTABLISHED:

The license appeal authority shall hear and decide all appeals of license denials, suspensions, revocations, and similar actions (collectively referred to as "appeals"). The license appeal authority shall have authority to hear evidence in all appeals referred to the license appeal authority and, after an appeal hearing, shall prepare a written decision and order, as provided in this title and in title 16. The individual designated to hear an appeal shall hereafter be designated as the license appeal authority. (Ord. 12-13, 6-13-2012; amd. Ord. 19-47, 12-04-2019, Effective at 12 noon on January 6, 2020; Ord. 21-04, 2-10-2021; Ord. 23-12, 3-22-2023)

4-1C-6: ADMINISTRATIVE LAW JUDGE AS THE LICENSE APPEAL AUTHORITY:

~~Unless the mayor retains by contract another individual to fulfill the responsibilities of the license appeal authority set forth in this title, t~~The administrative law judge, identified in title 16, shall be and shall fulfill all the responsibilities of the license appeal authority. (Ord. 12-13, 6-13-2012; amd. Ord. 23-12, 3-22-2023)

4-1C-7: FILING AN APPEAL OF A DENIAL, SUSPENSION, OR REVOCATION:

Appeals of a business license authority's decision to deny, suspend, or revoke a business license may be made by filing a written notice of appeal with the city recorder, within fifteen (15) days of receipt of the notice of denial, suspension, or revocation. The appeal notice shall contain a specific and detailed explanation of the alleged mistake made by the business license authority and a specific statement of the relief desired. (Ord. 12-13, 6-13-2012; amd. Ord. 19-47, 12-04-2019, Effective at 12 noon on January 6, 2020; Ord. 21-11, 3-24-2021; Ord. 23-12, 3-22-2023)

4-1C-8: APPEAL HEARING:

Appeal hearings shall be conducted in accordance with title 16.

~~A. Hearing Date And Time: All hearings shall be conducted at a time, place and day set by the license appeal authority through a written notice of hearing provided to all parties. The hearing shall be scheduled and held pursuant to title 16.~~

~~B. City To Present Case: At the hearing, a representative from the city or designee of the business license authority shall present the reasons for the decision to deny, suspend, or revoke the license.~~

~~C. Licensee Presentation: The applicant, in person or through the applicant's attorney, may then present any evidence and/or argument showing reason why the business license authority's decision was in error.~~

~~D. Sworn Witnesses: All witnesses, if any, shall be sworn to testify truthfully. Either party is entitled to confront and cross examine any witnesses.~~

~~E. Evidentiary Rules: The license appeal authority shall apply the evidentiary rules identified in title 16.~~

~~F. Grounds For Decision Under Review: If the denial appealed is based on a determination of the business license authority that sufficient grounds existed under city, state or federal law, the license appeal authority may reexamine the factual nature of the grounds and determine whether they are sufficient to sustain the decision of the business license authority.~~

~~G. License Appeal Authority Lacks Authority To Waive Compliance With Requirements: The license appeal authority does not have the authority to waive compliance with or to extend deadlines set forth in this title or in title 16, except as specifically identified therein.~~

~~H. Preponderance Of Evidence Standard Of Review: All factual determinations made by the license appeal authority shall be supported by a preponderance of the evidence, presented to the license appeal authority during hearing proceedings.~~ (Ord. 12-13, 6-13-2012; amd. Ord. 21-11, 3-24-2021; Ord. 23-12, 3-22-2023)

4-1C-9: DECISION OF THE LICENSE APPEAL AUTHORITY:

A. Date Decision Due; Findings: The license appeal authority, after hearing all the evidence, shall announce its decision within fourteen (14) calendar days from the date of hearing, unless for good cause, it extends the time for rendering a decision. The license appeal authority may affirm or reverse the decision of the business license authority, and may remand the matter for further action by the business license authority. The decision shall be in writing and shall be based upon findings of fact and conclusions of law. The license appeal authority may designate that the prevailing party draft the findings of fact and order. If the prevailing party drafts the decision, the opposing party shall have five (5) working days from the date the draft is submitted within which to file objections to the draft. Upon resolution of all objections to the draft, the license appeal authority shall issue its decision.

B. Service Of Appeal Decision: The decision of the license appeal authority shall be delivered to the applicant by mail, postage prepaid, by electronic means, or by personal service, at the discretion of the license appeal authority.

C. Reversal Of Decision: The denial of the license shall be reversed by the license appeal authority if, upon review of the written appeal and information submitted, the license appeal authority finds that the licensing officer made a material mistake of law or fact in denying or suspending the applicant's or registered solicitor's license.

D. Affirmation Of Decision: If the written appeal and information submitted indicates that the licensing officer properly denied a license the denial shall be affirmed.

E. Administrative Exhaustion Of Remedies: After the ruling of the license appeal authority, the applicant or solicitor is deemed to have exhausted all administrative remedies with the city. (Ord. 12-13, 6-13-2012; amd. Ord. 23-12, 3-22-2023)

4-1C-10: APPEAL OF A LICENSE APPEAL AUTHORITY DECISION:

The license appeal authority's decision may be appealed ~~by the applicant or the city~~ to the district court within thirty (30) days from the date on which the license appeal authority's written decision is issued. (Ord. 12-13, 6-13-2012; amd. Ord. 23-12, 3-22-2023)

4-1C-11: ~~LICENSING AFTER REVOCATION~~ [RESERVED]:

~~A person, whose business license has been revoked, may not be issued a new license for a period of at least twelve (12) months following the revocation. (Ord. 12-13, 6-13-2012; amd. Ord. 23-12, 3-22-2023)~~

4-1C-12: VALIDITY OF BUSINESS LICENSE DURING APPEAL:

~~A. Right To Operate During Appeal:~~ A person or business holding a business license subject to an order of the business license authority suspending or revoking the license may continue to legally operate the licensed business in compliance with federal, state and all other local laws pending a final decision on appeal, or until the time for appeal has passed, whichever event occurs first.

~~B. No Right To Operation Without Valid License Having Been Issued: An applicant for a currently unlicensed business shall not operate, and it shall be unlawful for any person to conduct business for which a license is required at the premises until a valid business license is issued, notwithstanding the city's denial of that license has been appealed.~~ (Ord. 12-13, 6-13-2012; amd. Ord. 23-12, 3-22-2023)

ARTICLE D. ENFORCEMENT

SECTION:

4-1D-1: Powers And Duties Of Police And Inspectors

4-1D-2: Penalties For Violation

4-1D-3: Effect Of Conviction; Prosecution Not Barred

4-1D-4: Injunction

4-1D-5: ~~Liability For Acts Of Employees~~ [Reserved]

4-1D-1: POWERS AND DUTIES OF POLICE AND INSPECTORS:

A. Authorized Enforcement Personnel:

1. All police officers, community enforcement officers, code enforcement officers, and city building inspectors are appointed to act as business license inspectors, and are empowered and required to examine all places of business and persons who are required to have a business license and to determine if licenses are valid and available for inspection.

2. Police officers and inspectors shall have and exercise the power to enter free of charge, during normal business hours, any place open to the general public and for which a license is required. They may require the exhibition of a current license by any person engaged or employed in the conduct of such business.

B. Duty To Enforce: It shall be the duty of the city police officers, community enforcement officers, code enforcement officers, and the city building inspectors, as well as the city business license authority, to cause complaints to be filed against all persons violating any of the provisions of this title. Enforcement against pawnshops is limited as provided in Utah Code section 13-32a-112.5. (Ord. 12-13, 6-13-2012; amd. Ord. 19-47, 12-04-2019, Effective at 12 noon on January 6, 2020; Ord. 23-12, 3-22-2023)

4-1D-2: PENALTIES FOR VIOLATION:

A. Administrative Fines And Penalties: If the city council so authorizes, the license appeal authority may assess administrative penalties for violations of this title.

B. Violation: Any violation of this title may be prosecuted administratively as provided in title 16 of this code, and/or as a Class B misdemeanor.

~~C. Each Sale Without A License Is A Separate Offense: The sale of each article by a temporary merchant, a temporary merchant sponsor or a participant, without a license therefor, shall be a separate offense under and a separate violation of this title.~~ (Ord. 12-13, 6-13-2012; amd. Ord. 19-47, 12-04-2019, Effective at 12 noon on January 6, 2020; Ord. 23-12, 3-22-2023)

4-1D-3: EFFECT OF CONVICTION; PROSECUTION NOT BARRED:

The conviction and punishment of any person for transacting business without a license shall not excuse or exempt such person from the payment of any license fees, penalties or fines due or unpaid at the time of such conviction, and nothing in this title shall prevent a

criminal prosecution for any violation of the provisions of this title. (Ord. 12-13, 6-13-2012; amd. Ord. 23-12, 3-22-2023)

4-1D-4: INJUNCTION:

An entity or individual who operates or causes to be operated a business without a valid license in violation of the provisions of this chapter is subject to a suit for an injunction in addition to the civil and criminal violations provided in this chapter and any other remedy available at law or in equity. (Ord. 12-13, 6-13-2012; amd. Ord. 23-12, 3-22-2023)

4-1D-5: ~~LIABILITY FOR ACTS OF EMPLOYEES:~~ [RESERVED]

~~The holder of a city business license is strictly liable for any and all acts of the holder's own employees and for any violation by them of any provisions of this title. (Ord. 12-13, 6-13-2012; amd. Ord. 23-12, 3-22-2023)~~

MINUTES OF THE CITY OF WEST JORDAN
COMMITTEE OF THE WHOLE
Wednesday, November 16, 2022 – 5:30 PM
Approved December 7, 2022

Thomas M. Rees Justice Center
8040 S Redwood Road • West Jordan, UT 84088

COUNCIL: Vice Chair Kelvin Green, Pamela Bloom, Zach Jacob, Chris McConnehey, David Pack, and Melissa Worthen

STAFF: Council Office Director Alan Anderson, Council Office Clerk Cindy Quick, Policy Analyst Cassidy Hansen, Public Services Director Isaac Astill, Community Engagement & Government Affairs Director Tauni Barker, Mayor Dirk Burton, Public Works Director Brian Clegg, Utilities Manager Greg Davenport, Senior PC Specialist Rodney Glore, City Administrator Korban Lee, Fire Chief Derek Maxfield, Assistant City Attorney Duncan Murray, Economic Development Director Chris Pengra, Assistant City Attorney Dave Quealy, Code Enforcement Manager Brock Hudson, Public Liaison & Policy Analyst Cassidy Hansen

1. CALL TO ORDER

Vice Chair Green called the Committee of the Whole to order at 5:30 pm and noted that Chair Whitelock was excused.

2. DISCUSSION TOPICS

a. 2022 Drinking Water Master Plan Update

Utilities Manager Greg Davenport answered questions provided by Chair Whitelock prior to the meeting. The City did not previously have a funding plan for water system rehabilitation and replacement costs. He recommended the Council not include funding for replacement in the budget until staff completed a replacement plan which was estimated to be completed by summer of 2023.

Vice Chair Green wanted the Council to be able to start anticipating improvement costs. Vice Chair Green believed the Council needed to consider eliminating the Enterprise Fund transfer to help fund needed improvements. He would be uncomfortable raising water rates with money available in the Enterprise Fund. Mr. Davenport reported that the City would apply for grant funding for water system improvements when the update was complete.

Mr. Davenport explained consequences of using the State standard for water storage/usage versus the number used in the last West Jordan Water Master Plan. He welcomed feedback from the Council and emphasized that the Master Plan was a planning document.

Vice Chair Green asked how the Water Master Plan update would tie into the current General Plan update. Council Office Director Alan Anderson responded the General Plan

was a guiding document that oversaw all of the master plans. The General Plan and the master plans should be compatible and consistent. Public Liaison & Policy Analyst Cassidy Hansen suggested that the General Plan include goals consistent with the Water Master Plan goals. Mr. Davenport noted that it was his understanding that each master plan became part of the General Plan.

Responding to a question from Council Member Jacob, Mr. Davenport said he would research recent statements from the Governor regarding water rights. He also noted that he would be bringing back the plan for adoption at a future meeting. Vice Chair Green thanked Mr. Davenport for his time.

b. Business License Code Update

Code Enforcement Manager Brock Hudson oriented the Council with proposed amendments to the Business License Code, Title 4 Chapter 1. Vice Chair Green believed additional amendments were needed. Vice Chair Green requested that staff determine what the purpose of business licenses was in West Jordan and outlined the following suggestions to simplify the Code:

- Determine if BCI background checks were really needed for all license types
- Update the Definition section (i.e., remove Shooting Gallery definition)
- Remove question of who signs checks in a company
- Remove requirement to post office/business hours
- Do not require US Citizenship

Council Member Bloom referred to a reference in Code regarding individuals convicted of a Class B Misdemeanor or greater and commented there were many programs to help ex-convicts be successful in moving on with life. She did not want the Code to prevent that from happening in West Jordan. Mr. Hudson responded that language she referred to was eliminated with the proposed amendments. Mr. Hudson said the purpose of the update was to make Business License Code simpler and easier to use. Vice Chair Green suggested isolating necessary references to criminality in one specific section of the Code.

Council Member McConnehey liked the proposed changes and would support moving forward with approval. He asked if language clarifying that convictions would only be taken into account if pertinent to the nature of the business, could be made clearer. Council Member McConnehey suggested changes to language on lines 840 (incorrect information), 1005 (“electronic” rather than “facsimile”), 1020 (licenses available upon request rather than posted), 1050-1051 (remove “online through the city’s payment portal” and allow all types of payments), 1052 (strike proration), 1179 (change in ownership percentage limits), and 1213 (eliminate curfew restrictions). Vice Chair Green agreed with the suggestion to eliminate curfew restrictions from the Business License Code.

Vice Chair Green was uncomfortable with language beginning at line 1544 stating a holder of a City business license was strictly liable for any acts of employees. Mr. Hudson reported that staff would look at the language.

All Council Members indicated agreement with changes discussed and work to make the process to obtain a Business License as simple as possible. The item will be brought back for further discussion at a future Work Session.

3. ADJOURN

MOTION: Council Member McConnehey moved to adjourn the Committee of the Whole. Council Member Bloom seconded the motion. All voted in favor and the motion passed unanimously.

The meeting adjourned at 6:27 pm

I, Cindy Quick, hereby certify that the foregoing minutes represent an accurate summary of what occurred at the meeting held on November 16, 2022. This document constitutes the official minutes for the West Jordan City Committee of the Whole meeting.

Cindy M. Quick, MMC
Council Office Clerk

Approved this 7th day of December 2022

REQUEST FOR COUNCIL ACTION

Action: Request feedback from Council

Presenter: Greg Davenport

Applicant: West Jordan Utilities Department

Department Sponsor: Public Utilities

Agenda Type: DISCUSSION TOPICS

Time Requested: 5 minutes presentation, 10 minutes council

Meeting Date Requested : 07/19/2023

Deadline of item : 12/27/2023

(Council may elect to provide more or less time)

1. **AGENDA SUBJECT**
   Kearns Improvement District Emergency Connection Agreement

2. **EXECUTIVE SUMMARY**
   Kearns Improvement District (KID) and West Jordan both purchase wholesale drinking water from Jordan Valley Water Conservancy District. Kearns Improvement District has proposed that both systems should construct an emergency connection to each other so that they may also supply water to each other if needed. These connections would be placed at approximately 5700 West and 7000 South and 5600 West and 7000 South. These connections will only be used in times of emergency and will allow either system access to clean drinking water for their customers. Both systems agree that if they were to supply drinking to the other system, they should be reimbursed for that water at the wholesale Jordan Valley Water rate.

3. **TIME SENSITIVITY / URGENCY**
   There is no deadline for this agreement.

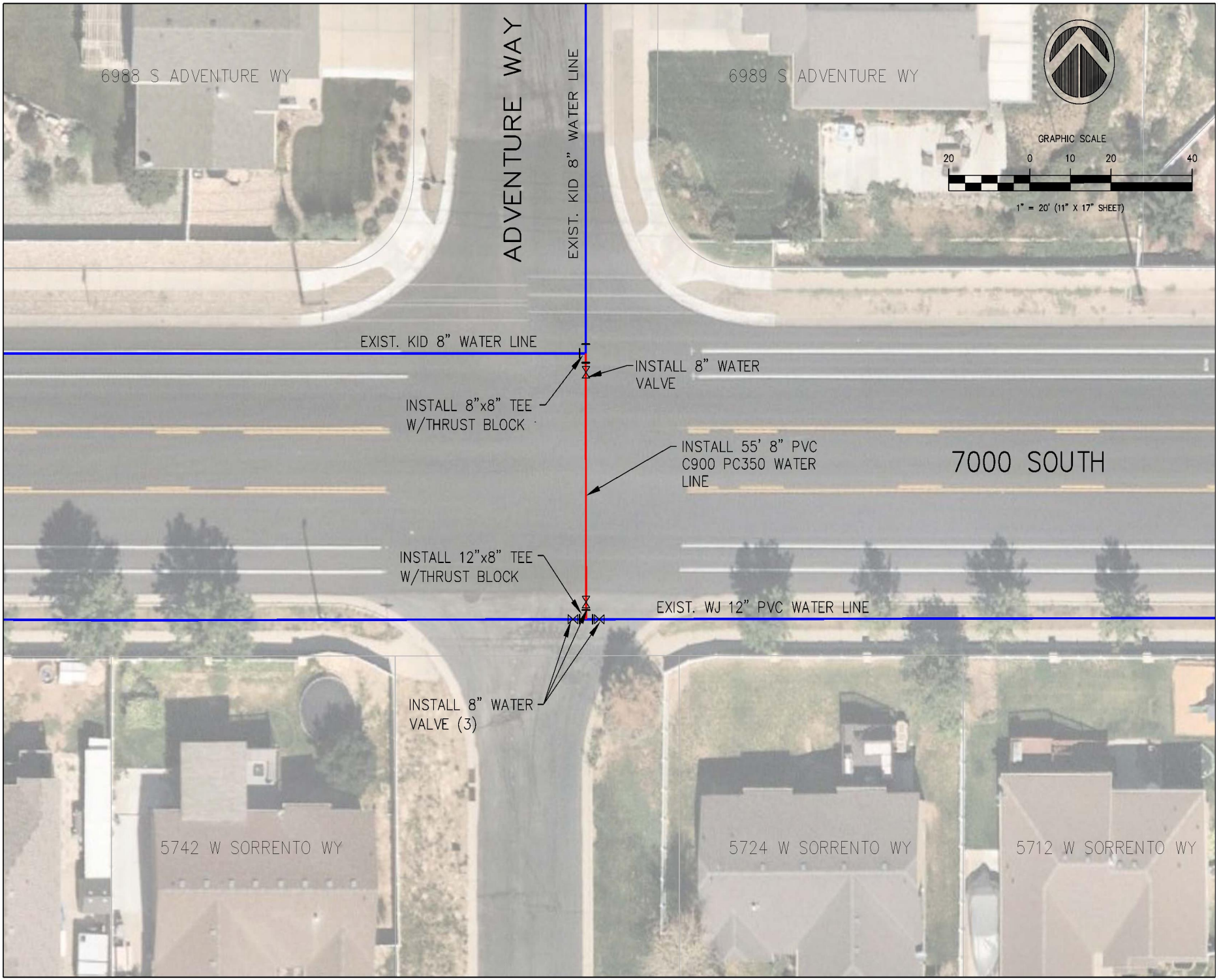
4. **FISCAL NOTE**
   Some costs would be incurred as part of the emergency connection. These would be under $50,000.

5. **PLANNING COMMISSION RECOMMENDATION**
   No recommendation required.

6. **STAFF ANALYSIS**
   Staff believes this to be good emergency planning. A similar agreement and connection exist with the City of South Jordan and West Jordan.

7. **MOTION RECOMMENDED**
   No motion required. Just feedback.

8. **MAYOR RECOMMENDATION**
   No recommendation at this stage.



NO.	DATE	BY	REMARKS
			REVISIONS

RECOMMEND APPROVAL — DATE — PROJECT DESIGN ENGINEER

APPROVED FOR USE BY WJC — DATE — PUBLIC WORKS PROJECTS MANAGER

DRAWN — CHECK

QUANT. — CHECK

CITY OF WEST JORDAN
PUBLIC WORKS PROJECTS DIVISION
CULINARY WATER DESIGN

WEST JORDAN

PROJECT NAME
7000 SO. ADVENTURE WAY
PLAN SHEET

PROJECT NUMBER —

PL-1
DWG. NO.

SHT. 1 OF 1

INTERLOCAL COOPERATION AGREEMENT
BETWEEN WEST JORDAN CITY AND KEARNS IMPROVEMENT DISTRICT
RELATING TO THE PROVISION OF WATER IN CASE OF EMERGENCY

This Interlocal Cooperation Agreement Relating to the Provision of Water in Case of Emergency (hereinafter the " Agreement") is entered into by and between West Jordan City located in Salt Lake County, Utah, organized and operating under Utah Code Ann. § 10-2a-101 *et seq*. (hereafter "West Jordan") and the Kearns Improvement District, an improvement district located in Salt Lake County, Utah, organized and operating under Utah Code Ann. § 17B-2a-401 *et seq*. (hereafter "Kearns"). The effective date of this Agreement shall be the date upon which the duly authorized and executed Agreement is filed with the keeper of records of West Jordan and of Kearns.

WITNESSETH:

WHEREAS, West Jordan and Kearns are both public agencies having similar powers and authority and are therefore authorized under the Interlocal Co-operation Act, Utah Code Ann. § 11-13-101, *et seq*. (the "Interlocal Act"), to enter into agreements with each other so as to enable them to make the most efficient use of their respective powers, privileges and authority in cooperation with one another; and,

WHEREAS, West Jordan and Kearns are both providers of culinary water to their respective customers and they share a common border ; and

WHEREAS, West Jordan and Kearns each purchase a portion of the water destined for delivery to their respective customers from the Jordan Valley Water Conservancy District ("Jordan Valley"), a wholesale water provider;

WHEREAS, West Jordan and Kearns desire to enter into an agreement for the Parties' mutual benefit, pursuant to which they may provide water to one another in case of emergency; and

WHEREAS, West Jordan and Kearns hereby declare that the public health, safety, and welfare of their respective customers, as well as the efficiency, economy and convenience associated with the operation of their respective culinary water systems will be improved by entering into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises set forth herein, the Parties agree as follows:

1. PURPOSE OF AGREEMENT. The purpose of this Agreement is to authorize the construction of an emergency water connection between the Kearns and the West Jordan culinary water service systems, to allow the provision of water across their respective political boundaries to meet emergency needs.

2. CONNECTION BETWEEN SYSTEMS. Each Party desires to be able to deliver water to and receive water from the other Party in cases of emergency. Consequently, the Parties

agree to install and utilize an emergency water connections between West Jordan's culinary water system and Kearns' culinary water system - located at approximately 7000 South and 5600 West and 7000 South and 5700 West in West Jordan City, Utah. The interconnection shall meet such engineering specifications as are mutually agreed to in writing by the Parties. Unless provided by a third party, the cost of installing such interconnection shall be borne equally by the Parties. The Parties shall jointly maintain the connection for the purpose of providing water to each others' system in the case of an emergency, with the maintenance costs associated with the emergency connection to be borne one-half by West Jordan and one-half by Kearns. Each Party shall be responsible for its own budget and to provide for and maintain its respective facilities, and each Party shall retain ownership of the portion of the facilities located within its political boundaries/service area. Representatives of the Parties shall periodically meet to maintain the emergency connection facilities and to otherwise take steps to ensure that the connection will be operational in case of an emergency.

3. PROVISION OF WATER IN CASE OF EMERGENCY.

a) West Jordan Efforts. West Jordan agrees to attempt in good faith to provide water to Kearns in case of an emergency need for additional water supplies by Kearns, which provision of water shall last as long as the emergency exists, or until West Jordan can no longer reasonably supply such water without jeopardizing its own customers.

b) Kearns Efforts. Kearns agrees to attempt in good faith to provide water to West Jordan in case of an emergency need for additional water supplies by West Jordan, which provision of water shall last as long as the emergency exists, or until Kearns can no longer reasonably supply such water without jeopardizing its own customers.

c) Emergency Defined. An "emergency" shall be deemed to exist if any Party reasonably expects that it will be unable to provide the minimum culinary water service required by the Utah State Division of Drinking Water to any of its existing customers, from its own water sources (including water purchased from Jordan Valley),or under such other circumstances as the Parties may mutually agree constitute an emergency. Unless the Parties expressly agree otherwise, an "emergency" shall not include an inability to provide water service for outdoor purposes due to drought or other such cause, it being understood and agreed that the provision of indoor culinary water and the maintenance of necessary fire flows is the highest priority for such water.

d) Emergency Response. If and when an emergency arises, the Parties and their representatives shall use their best efforts to promptly confer and discuss the conditions requiring the provision of water under this Agreement, and the Parties shall jointly concur in the opening of valves at the interconnection referenced above. In the event the Party experiencing an emergency condition is unable to timely locate a representative of the other Party, the Party experiencing the emergency may unilaterally open one or more valves at the interconnection referenced above, as appropriate, but must notify a responsible representative of the other Party as soon as is reasonably possible. Subject to the foregoing, both West Jordan and Kearns shall have access to the

interconnection. To the extent feasible, West Jordan will schedule and coordinate with Kearns respecting the date, time, duration and flow rate of emergency culinary water deliveries prior to opening any valve, should water deliveries to West Jordan through the interconnection be necessary. Conversely, to the extent feasible, Kearns will schedule and coordinate with West Jordan respecting the date, time, duration and flow rate of emergency culinary water deliveries prior to opening any valve, should deliveries to Kearns through the interconnection be necessary.

4. PAYMENT FOR WATER DELIVERED IN CASE OF EMERGENCY.

a) Rate. The Party receiving deliveries of water under this Agreement (the "Receiving Party") shall pay the other Party (the "Delivering Party") at a rate which is equal to the rate then charged the Delivering Party by Jordan Valley for water delivered to the vicinity of the interconnection through which the water is delivered plus ten percent (10%), in addition to surcharges and additional costs assessed by Jordan Valley (if any) as a consequence of the provision of water pursuant to this Agreement. All payments shall be based on the amount of water delivered as estimated by each water provider. - Billing shall be to the nearest one-hundredth of an acre foot of water. Payment shall be made within thirty (30) days after receipt of an invoice from the Delivering Party. Any payment not made when due shall bear interest thereafter at the rate of 8% per annum, both before and after judgment.

5. JORDAN VALLEY WHOLESALE CONTRACTS. The Parties have the right to provide information to Jordan Valley on flow rates, volumes and dates for the purpose of reconciling peaking factors whenever water is delivered by one Party to the other Party pursuant to this Agreement. In addition, with the concurrence of Jordan Valley, metered water deliveries under this Agreement may be credited against the "take or pay" water purchase commitment to Jordan Valley of the Receiving Party. If Jordan Valley applies such a credit to the Receiving Party's purchase obligation, an equivalent amount of water shall be deducted from water purchases from Jordan Valley by the Delivering Party insofar as calculating and reporting purchases from Jordan Valley are concerned. Any such deduction from the Delivering Party's water purchases shall not, however, relieve the Delivering Party from its obligation to pay Jordan Valley for the water and, conversely, the credit to the Receiving Party for water metered to the Receiving Party under this Agreement shall not obligate the Receiving Party to pay Jordan Valley for that water, it being the Delivering Party's obligation to pay Jordan Valley and the Receiving Party's obligation, in turn, to pay the Delivering Party as provided herein. Any credits and debits of water quantity purchases recognized by Jordan Valley as provided in this paragraph may be subject to such reasonable conditions and requirements as may be imposed by Jordan Valley.

6. TERM AND TERMINATION OF AGREEMENT. The term of this Agreement shall be fifty (50) years from the effective date of the Agreement, unless otherwise terminated by one or both of the Parties upon sixty (60) days advance written notice. It is the intent of the Parties that this Agreement continue in effect until such time as the interconnection is no longer desired. In the event this Agreement is not renewed at the end of fifty (50) years, or in the event the Parties mutually agree to terminate this Agreement and disconnect the emergency interconnection that is the subject of this Agreement, each Party shall pay one-half of the costs of disconnecting the water systems. In the event either Party unilaterally terminates this Agreement before the end of

the fifty (50) year term, the terminating Party shall bear the total costs of disconnecting the water systems. In any case, each Party shall receive one-half of the equipment and materials that are "left over" (not incorporated into either Party's water system) as a result of the separation of the water systems.

7. ADDITIONAL PROVISIONS.

a) Assignment. Neither West Jordan nor Kearns may assign this Agreement or any interest therein without first obtaining the written consent of the other Party, except that an assignment may be made to a successor entity with which the assigning party is consolidated or merged, or which acquires by conveyance, transfer or condemnation all or substantially all of the assigning Party's water distribution system. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the successors and assigns of the Parties.

b) Resolution Required; Effective Date. This Agreement shall not be effective until it has been authorized by a resolution adopted by the governing body of each Party, and the Agreement has been filed with the keeper of records of each Party as required by the Interlocal Act. The individuals signing this Agreement on behalf of West Jordan represent and warrant, through their signatures, that the execution of this Agreement hasbeen approved by a resolution duly adopted by the governing body of West Jordan. Similarly, the individuals signing this Agreement in behalf of Kearns represent and warrant, through their signatures, that the execution of this Agreement has been approved by a resolution duly adopted by the governing body of Kearns. Each Party agrees that a signed copy of this Agreement will immediately be filed with the keeper of public records of the said Party.

c) Approval by Authorized Attorneys. As required by law, and as a condition precedentto the effectiveness of this Agreement, the Agreement shall be submitted to an authorized attorney for each Party who shall certify that the Agreement is in proper form and in compliance with applicable law by signing in the space provided herein.

d) Default and Notice. If either Party believes the other Party to be in default as to any of the obligations set forth in this Agreement, written notice of the same shall be provided to the other Party's representative. The Parties' representatives shall meet to discuss the alleged default or failure to perform and, to the extent the Parties can agree, a time period will be agreed upon to cure the default. If no agreement can be reached, the Parties will submit the dispute to mediation, with each Party paying one-half of the costs and charges of the mutually-agreeable mediator. If mediation cannot resolve the dispute, any Party may take whatever legal action, if any, is available to it to enforce this Agreement. If litigation is initiated, the prevailing Party will be entitled to recover its reasonable attorney's fees and costs, including, without limitation, reasonable hourly fees, without regard to whether the attorneys are in-house or outside counsel.

e) Separate Facilities and Budgets. Nothing contained in this Agreement, or otherwise, shall constitute the Parties as partners or joint venturers. Except as otherwise specifically provided herein, each party shall, at its own risk and expense, install, maintain and operate its respective water system, and nothing contained herein

shall give either Party an ownership interest, whether legal or equitable, in the other Party's water system, and each Party shall budget its own income and expenses.

f) Compliance With Laws. This Agreement is made and entered into subject to the provisions of the laws of the State of Utah, which laws shall control the enforcement of this Agreement.

g) Additional Documents. Each Party agrees to execute such other and further documents and instruments as may reasonably be necessary or proper to consummate the transactions contemplated by this Agreement and to implement the intent of the parties as expressed herein.

h) Headings, Tense, Construction. The section and paragraph headings of this Agreement are for purposes of reference only and shall not limit or define the meaning hereof. The singulartense herein shall include the plural and any gender shall include all other genders. This Agreement shall be construed only by the contents hereof and there shall be no presumption or construction in favor of or against either Party.

i) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law; but if any provision of this Agreement shall be held to be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of this Agreement.

j) Waiver and Modification. No failure on the part of either Party at any time to requirethe performance of the other of any term of this Agreement shall in any way affect such Party's right to enforce its terms, nor shall any waiver by any Party of any term hereof be taken or held to be a waiver of any other term, or of any breach hereof. Except as otherwise specifically stated, no right under this Agreement may be waived and no modification or amendment of this Agreement may be made except by a written agreement executed by the Party or Parties against whom such enforcement of a waiver, modification or amendment is sought.

k) Time. Time shall be and is of the essence of this Agreement.

l) Entire Agreement. The Parties agree that this Agreement contains the entire understanding between them and constitutes their entire agreement with respect to the specific matters contained herein and supersedes any and all prior written or oral agreements and/or representations that fall within the scope of this Agreement. No other promise, express or implied, shall be binding upon the Parties unless made by a written amendment to this Agreement signed by the Parties.

m) Administration and Representatives. West Jordan appoints its Chief Administrative Officer as its representative and initial contact for all matters relating to West Jordan's administration of this Agreement. Kearns appoints its General Manager as its representative and initial contact for all matters relating to Kearns' administration of this Agreement. No separate legal entity is created by this Agreement. To the extent that any administration of this Agreement becomes necessary, the Parties' representatives just named, or their designees, shall constitute a joint board for such

purpose, with each member of the joint board to have one (1) vote. A Party to this Agreement may substitute a representative by giving written notice of the same to the other Party.

n) Notices. Any notice required or permitted by this Agreement shall be deemed given three (3) days after being mailed, first-class postage prepaid; upon confirmed receipt of a notice that is emailed to the designated email address; or immediately upon personal delivery to:

West Jordan City:
Attn: Chief Administrative Officer
8000 South Redwood Road
West Jordan, Utah 84088
Email: korban.lee@westjordan.utah.gov

or to:

Kearns Improvement District
Attn: General Manager
5350 West 5400 South
P.O. Box 18608
Kearns, Utah 84118
Email: ganderson@kearnsid.org

o) Indemnification. As political subdivisions of the state of Utah, Kearns and West Jordan fall under the Governmental Immunity Act, Utah Code Ann. § 63G-7-101, et seq. (the "Immunity Act"). Pursuant to the Immunity Act of Utah, and as provided herein, it is mutually agreed that each Party is responsible and liable for its own wrongful and/or negligent acts committed by it or by its agents, officials, contractors, or employees. Neither Party waives any defenses otherwise available under the Immunity Act, nor does either Party waive any limits of liability currently provided by the Immunity Act. West Jordan hereby agrees to defend, indemnify, save and hold Kearns free and harmless, including its elected and appointed officials, agents and employees, from and against any and all demands, liabilities, claims, damages, actions and/or proceedings, in law or equity, including reasonable attorney's fees and costs of suit, relating to or arising from any aspect of this Agreement except where such demands, claims, actions or proceedings result from the negligence or misconduct of Kearns and/or its elected or appointed officials, employees or agents. Kearns hereby agrees to defend, indemnify, save and hold West Jordan, including its elected and appointed officials, agents and employees, free and harmless from and against any and all demands, liabilities, claims, damages, actions and/or proceedings, in law or equity, including reasonable attorney fees and costs of suit, relating to or arising from any aspect of this Agreement except where such demands, claims, actions or proceedings result from the negligence or misconduct of West Jordan and/or its elected or appointed officials, employees or agents.

p) Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original but all of which, taken together, shall constitute one and the same agreement.

q) No Interlocal Entity Created. This Agreement shall not be construed to create anInterlocal Entity under the terms of the Interlocal Act.

IN WITNESS WHEREOF, the parties have signed this Agreement on the dates appearing by the signatures of the City Council and Chair of the Board of Trustees, pursuant to authority granted by resolutions duly passed and adopted by the West Jordan City Council and Boards of Trustees for Kearns, with the effective date to be as provided in this Agreement.

WEST JORDAN CITY
a Utah body politic

Date: _____ By: _____
_____,
Council Chair

ATTEST:

_____
_____, Clerk

KEARNS IMPROVEMENT DISTRICT
A Utah body politic

Date: _____ By: _____
Cheryle A. Hatch, Chair

ATTEST:

_____
Jeff Monson, Board Clerk

APPROVAL

The above and foregoing Interlocal Cooperation Agreement between the West Jordan City and the Kearns Improvement District is found, after review, to be in proper form and in compliance with applicable law in accordance with the requirements of UTAH CODE ANN. § 11-13-202.5.

Counsel for Kearns Improvement District

Date: .....

_____
Mark H. Anderson, Attorney

APPROVAL

The above and foregoing Interlocal Cooperation Agreement between the West Jordan City and the Kearns Improvement District is found, after review, to be in proper form and in compliance with applicable law in accordance with the requirements of UTAH CODE ANN. § 11-13-202.5.

Counsel for West Jordan City

Date: .....

_____
_____, Attorney

4885-1678-6980, v. 2