



# THE CITY OF WEST JORDAN CITY COUNCIL MEETING April 26, 2023

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

Zoom Webinar ID: **899 6603 5335** Password: **8000** [Click Here to Join](#)

*Members of the City Council not attending in person may participate in the electronic meeting using the Zoom information below.*

*Interested parties are encouraged to attend the council meeting in person. Those unable to attend in person may participate electronically via Zoom Webinar when called upon by the Council Chair in one of the following ways:*

- *In your web browser, go to [join.zoom.us](https://join.zoom.us) and enter the **Webinar Meeting ID: 899 6603 5335** and **Password: 8000***
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*To view current City Council agendas and packet information, please visit <https://westjordan.primegov.com/public/portal>*

## CITY COUNCIL MEETING 6:00 PM

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. PUBLIC COMMENT**

*Comments should be directed to the Council Chair and commenters should not expect any debate with or responses from the City Council, Mayor, or City Staff. However, as a point of personal privilege Council Members, the Mayor, and Staff may respond to public comments if recognized by the Council Chair. Members of the City Council strive to create a respectful and professional decorum during Council Meetings so that the meeting can be conducted in an orderly, efficient, effective, and dignified manner. It is our desire that each person attending a City Council meeting feel safe, respected, and comfortable participating in their government. We hope that commenters will have that same goal and strive to do their best to keep comments respectful, professional, and free from profanity, personal attacks, and indecency. When addressing the Council, please provide your full name and limit your remarks to three (3) minutes. Written comments may be submitted if a citizen does not wish to speak.*

### **4. SPECIAL RECOGNITION**

- West Jordan Police Department Badge Pinning Ceremony
- Resolution No. 23-017** providing advice and consent to appoint Staci Hill to serve on the Sustainability Committee.

## 5. PUBLIC HEARINGS

- a. **Resolution No. 23-034** waiving dumpster rental fees of \$500 for a neighborhood cleanup day of service.
- b. **Resolution No. 23-018** approving a fee waiver of \$1,250 for the Non-Profit 501-C3 organization, Una Mano Amiga for the Dia del Niño (Day of Kids) community event.

## 6. BUSINESS ITEMS

- a. **Ordinance No. 23-08** regarding a petition from Next Level Homes, LLC / Brandon Pehrson requesting a rezoning of 9 acres located at 9270/9290 South 1300 West for Jordan River Heights from R-1-10G Zone (single-family residential 10,000 square foot minimum lots) to R-1-8C Zone (single-family residential with 8,000 square foot minimum lots).
- b. Discuss the Veterans Memorial Park Master Plan and create a list of priority items to be considered.

## 7. CONSENT ITEMS

*Routine items on the Consent Agenda not requiring public discussion by the City Council or which have been discussed previously may be adopted by one single motion. A Council member may request to remove an item from the consent agenda for individual discussion and consideration.*

- a. Approve Meeting Minutes
  - April 12, 2023 – Regular City Council Meeting
  - April 12, 2023 – Committee of the Whole Meeting

## 8. COUNCIL MEETING WRAP UP

- a. City Council Remarks
- b. Council Administrative Items

## 9. ADJOURN

### **\*NEW BUSINESS**

*New Business Items are matters appearing for the first time on a Council agenda. This notifies the Council the matter will be considered at a future meeting. The introduction of the item allows the Council appropriate preparation time.*

- **Ordinance No. 23-16** regarding a petition from Nhung Cao requesting a rezoning of 0.22 acres located at 1897 West 7800 South from an R-1-8A Zone (single-family residential) to a P-O Zone (professional office)

## **\*UNFINISHED BUSINESS**

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

- **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.
- **Veteran’s Memorial Park Master Plan** – introduced to Council during a Work Session on February 9, 2022. Currently with Administration. RFP for consultant closed on March 1, working on awarding bid.
- **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.

## **UPCOMING CITY COUNCIL MEETINGS**

- Tuesday, May 9, 2023 – Committee of the Whole Meeting – 6:00p
- Wednesday, May 10, 2023 – Regular City Council Meeting – 6:00p
- Wednesday, May 17, 2023 – Committee of the Whole Meeting – 6:00p
- Wednesday, May 24, 2023 – Regular City Council Meeting – 6:00p
- Wednesday, June 14, 2023 – Regular City Council Meeting – 6:00p
- Wednesday, June 21, 2023 – Committee of the Whole Meeting – 6:00p
- Wednesday, June 28, 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](mailto: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.*

***INTELLECTUAL PROPERTY PERMISSION NOTICE***

*By attending this meeting/event, you consent to the use of your photograph, voice, likeness, and image in broadcasts of this meeting/event, and in subsequent productions drawn from video or audio recordings of this meeting/event, in the sole and absolute discretion of the City of West Jordan. The city retains copyright for all video and audio recordings. Video and audio recordings may not be modified, manipulated, or distributed in any way without the express written consent of the City's Chief Executive Officer.*

***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/pmnl/>, 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 April 20, 2023      Cindy M. Quick, MMC, Council Office Clerk***



# REQUEST FOR COUNCIL ACTION

<b>Action:</b> Need Council to take action	<b>Meeting Date Requested</b> : 04/26/2023
<b>Presenter:</b> Ariel Campos	<b>Deadline of item</b> :
<b>Applicant:</b>	
<b>Department Sponsor:</b> Administration	
<b>Agenda Type:</b> SPECIAL RECOGNITION	
<b>Time Requested:</b> 5 minutes presentation, 10 minutes council	<i>(Council may elect to provide more or less time)</i>

1. **AGENDA SUBJECT**  
**Resolution No. 23-017** providing advice and consent to appoint Staci Hill to serve on the Sustainability Committee.
  
2. **EXECUTIVE SUMMARY**  
The requested appointment will fill a vacancy on the Sustainability Committee. I believe Staci Hill would bring value with her extensive environmental experience and educational background as an environmental engineer.
  
3. **TIME SENSITIVITY / URGENCY**  
The time sensitivity is correlated to the request for her service to begin as soon as possible to provide a seamless transition on the committee.
  
4. **FISCAL NOTE**  
There is no budget impact.
  
5. **STAFF ANALYSIS**  
N/A
  
6. **MOTION RECOMMENDED**  
I move that the Council approve Resolution No. 23-017 providing advice and consent to the appointment of Staci Hill to serve on the Sustainability Committee.
  
7. **MAYOR RECOMMENDATION**  
The Mayor recommends approval of Resolution No. 23-017  
  
The Mayor has read and reviewed Staci Hill’s resume and application. He supports and recommends Staci Hill’s appointment to the Sustainability Committee.
  
8. **PACKET ATTACHMENT(S)**  
Background Information
  
9. **OTHER INFORMATION**



# City of West Jordan Committee Application

**Note:** For this application to be complete, a **resume or statement of qualifications must be attached**. If nominated by the Mayor for any position, you will be asked to provide additional information both before and after City Council advice and consent. Following receipt of additional information your name will be submitted to the City Council for advice and consent. On approval from the City Council you will begin your term of service.

Full Name (Last)	Hill, Staci L	(First)	(M)	Date of Birth	
Email				Phone Number	
Address, City, State, Zip					
West Jordan, UT 84088					
Committee / Commission(s) Volunteering for:					
Sustainability					
<input checked="" type="checkbox"/> Included Resume or Statement of Qualifications					
<b>Code of Conduct and Acknowledgement</b>					
I agree to perform those duties as specified and to stay within the bounds of the responsibilities as outlined in the job description. I will strictly observe all safety rules and policies of the City of West Jordan. I will use care in the performance of my assigned tasks and do so in a professional manner. As a representative of the city, I will treat everyone with respect, patience, integrity, courtesy, dignity and consideration. If problems arise, I will notify my supervisor as soon as possible.					
<b>Applicant Signature:</b> APPLICANT ACKNOWLEDGES THAT THE ARRANGEMENT IS AT THE SOLE DISCRETION OF THE CITY OF WEST JORDAN. APPROVAL MAY BE DENIED FOR ANY REASON, WITH OR WITHOUT CAUSE, AND MAY BE TERMINATED AT ANY TIME, WITH OR WITHOUT NOTICE.					
The volunteer applicant promises to follow the instructions of the supervisor in performing all assignments. The volunteer does not and shall not assume any authority to represent the City in negotiations, contracts, or make promises or inducements on behalf of the City at any time.					
Having read this disclaimer and acknowledging approval of all information contained in this form by signing, I understand that any omission or misstatement of material facts on this Application Form, attachment, or any document used to secure a position with the City of West Jordan shall be grounds for rejection of this application or for immediate discharge of an offered position, regardless of the time elapsed before discovery. I understand a background check may be part of this application process and submit to such. I accept the code of conduct and acknowledge the aforementioned section as such.					
Signature					Date
Staci L. Hill					3/1/23

**Please return this form to Ariel Campos. You can either mail it to 8523 S. Redwood Road, West Jordan, UT 84088, or email it to [ariel.campos@westjordan.utah.gov](mailto:ariel.campos@westjordan.utah.gov). If you have additional questions you can call 801-569-5100.**

<b>OFFICE USE ONLY</b>			
Beginning Date:	Ending Date:	Reappointment Yes <input type="checkbox"/> No <input type="checkbox"/>	Reappointment Date:
City Supervisor:	Job Duties:		
<input type="checkbox"/> Background Check (As required) <input type="checkbox"/> Minor Acknowledgement (As Required)		<input type="checkbox"/> Driver's License Review (As Required) <input type="checkbox"/> Drug Test (As Required)	
<input type="checkbox"/> Conflicts of Interest <input type="checkbox"/> Other _____			
Human Resources Approval _____		Mayor's Approval _____	
Department Approval _____		City Council Approval (dated) _____	



<b>Profile</b>	Environmental Engineer with professional experience including NEPA (including utility coordination), remediation oversight, compliance/permitting, air quality permitting, environmental construction and investigation oversight, project management, data management and technical writing.		
<b>Education</b>	B.S. Environmental Engineering	Utah State University	December 1994
<b>Registration</b>	Professional Engineer - Utah	(270445-2202)	April 2000 - Current

**Career History**

<b>HNTB</b> Midvale UT	Sr. Project Manager – Environment and Planning	Jan 2020 – Current
<b>Quillcon</b> West Jordan UT	Owner / Environmental Engineer	April 2012 – Jan 2020
<b>CH2MHILL</b> Salt Lake City UT	NEPA Project Manager / Project Engineer	September 2000 - July 2012
<b>MWH</b> Salt Lake City UT	Associate Engineer	March 1997 - Sept 2000
<b>R&amp;A Technical</b> Hill AFB UT	Associate Engineer	January 1996 - March 1997
<b>Smith's Drug Division</b> Salt Lake City UT	Assistant Over-the-Counter Buyer / Database Manager	May 1995 - March 1996
<b>Key Bank - Real Property</b> Salt Lake City UT	Administrative and Appraisal Assistant	March 1995 - May 1995
<b>RB&amp;G</b> Provo and Salt Lake City UT	Office Intern Salt Lake International Airport Field Office Intern	Summers & Winter Breaks May 1991 – August 1994

**Work Experience**

**NEPA / Compliance / Permitting**

Primary author or quality control for NEPA documents prepared for state departments of transportation (UDOT, GDOT, WSDOT), FHWA, FTA, FRA, and FAA.

Performed hazardous material analysis and drafted Haz Mat Analysis Reports for WSDOT, VDOT, GDOT, Pinellas Suncoast Transit Agency (St. Petersburg FL), and City and County of San Francisco Planning Department

Assisted with development of Plan of Development for off-BLM-lease rights-of-way, Mining Plan (Plan of Operation) for on-lease activities, EIS documents, Resource Reports, and Supplemental Plans for solar evaporation potash mine in central Utah.

Prepared and submitted annual Toxic Release Inventory (TRI) reports for sporting goods manufacturing facilities.

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Drafted Environmental Assessments for oil and gas development in Utah's Uintah Basin, multiple construction projects at Hill AFB, Camp Williams, and US Army posts in Utah, and geothermal and transmission line power projects in Utah and Nevada. EAs included evaluation of agriculture and grazing, air quality, biological resources, cultural resources, environmental justice, hazardous and nonhazardous materials and waste, noise, traffic, and visual resources. EAs were prepared in coordination with the Utah Reclamation Mitigation and Conservation Commission, Bureau of Indian Affairs, US Air Force, Utah National Guard, US Army, US Forest Service, Department of Interior, and BLM.

Assessed hazardous materials, waste generation, and related air emissions. Performed records review and CAA conformity analysis. Determined socioeconomic and environmental justice impacts. Prepared FONSI and administrative records as requested by each agency. Coordinated the review, comment, and comment implementation cycle between each version of each document.

Evaluated nature and extent of spills at well sites in the Uintah Basin. Determined location of samples to be collected and required analysis. Evaluated laboratory results for both quality assurance and quality control. Drafted Site Investigation reports for submittal to Tricounty Health Services, State of Utah Dept of Environmental Quality, and tribes.

Prepared Spill Prevention Control and Countermeasure Plans for asphalt manufacturing plants in Salt Lake County and well sites in Utah's Uintah Basin.

**Remediation /  
UST Project  
Engineer**

Prepared Work Plans, Field Sampling Plans, Site Investigation and Characterization Reports, Human Health and Ecological Risk Assessments, Current Conditions Reports, and Spill Prevention Control and Countermeasure Plans. Interviewed current and past plant employees, determined historic use and location of structures, determined constituents of concern, and required sampling frequency.

Prepared Analytical Data Validation Reports for groundwater monitoring well sampling rounds. Reviewed validated data for inclusion in sampling reports. Coordinated sampling schedule, lab analysis, and data validation. Managed field technician schedule, ordered supplies, and prepared monthly progress reports. Drafted quarterly compliance reports for sewer improvement districts. Reviewed validated analytical data and electronic data submittals.

Compiled and reviewed annual monitoring reports for UST sites. Interpreted air sample analytical results for inclusion in annual air permit for soil vapor extraction (SVE) operation. Reviewed validated analytical data and electronic data submittals. Organized field sampling and maintenance schedule.

Drafted site investigation memoranda and performed quarterly soil-gas monitoring (including O2/CO2 and TPH readings). Compiled annual monitoring reports for UST sites. Interpreted air sample analytical results for inclusion in annual air permit for soil vapor extraction (SVE) operation. Drafted monthly and quarterly reports for SVE system. Performed system analysis to determine timeframe for SVE system shutdown and closure.



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**Air Quality**

Managed potash mine air quality resource for both NEPA and state operating permit. Coordinated with design team and air contractor to develop assumptions for emission inventory and emission inputs. Reviewed all air documents. Communicated with BLM, EPA, and State of Utah (UDAQ) personnel to provide project information in a timely and clearly understood manner.

Prepared Emission Inventories and Approval Order modifications for sporting goods manufacturing facilities. Coordinated submittals with UDAQ.

Drafted Notices of Intent (NOI) for projects at Hill Air Force Base. These NOIs were submitted to UDAQ for Approval Orders. Compiled Hill AFB AOs to be incorporated into Title V Permit revisions. Performed BACT analysis for new equipment. Assisted with air quality audits to support the Environmental Compliance Assessment and Management System Program (ECAMP) and the Air Program Information Management System (APIMS).

Evaluated requirements for Federal and State Implementation Plans and determined applicability for a phosphate facility in Pocatello, Idaho. Coordinated public comment periods and document revisions based on comments from the Shoshone-Bannock Tribes.

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1 THE CITY OF WEST JORDAN, UTAH  
2 A Municipal Corporation

3  
4 **RESOLUTION NO. 23-017**

5  
6 **A RESOLUTION PROVIDING ADVICE AND CONSENT TO THE**  
7 **MAYOR’S APPOINTMENT OF STACI HILL**  
8 **TO SERVE ON THE SUSTAINABILITY**  
9

10 WHEREAS, City Code § 1-7-8 vests the Mayor with the duty to appoint, with the City  
11 Council’s advice and consent, members of the Sustainability Committee; and  
12

13 WHEREAS, Mayor Burton desires to appoint Staci Hill to serve on the Sustainability  
14 Committee; and  
15

16 NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST  
17 JORDAN, UTAH:  
18

19 Section 1. Advice and Consent. Pursuant to City Code § 1-7-8 of the West Jordan City Code,  
20 the City Council hereby grants the Mayor its advice and consent to the Mayor’s  
21 appointment of Staci Hill to serve on the Sustainability Committee with term to  
22 expire on December 31, 2025.  
23

24 Section 2. Effective Date. This Resolution shall take effect immediately upon passage.

25 Adopted by the City Council of West Jordan, Utah, this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

26 CITY OF WEST JORDAN

27  
28 By: \_\_\_\_\_  
29 Christopher McConnehey  
30 Council Chair

31 ATTEST:

32 \_\_\_\_\_  
33 Cindy M. Quick, MMC  
34 Council Office Clerk  
35

<b>Voting by the City Council</b>	<b>"YES"</b>	<b>"NO"</b>
Council Chair Christopher McConnehey	<input type="checkbox"/>	<input type="checkbox"/>
Council Vice Chair Pamela Bloom	<input type="checkbox"/>	<input type="checkbox"/>
Council Member Kelvin Green	<input type="checkbox"/>	<input type="checkbox"/>
Council Member Zach Jacob	<input type="checkbox"/>	<input type="checkbox"/>
Council Member David Pack	<input type="checkbox"/>	<input type="checkbox"/>
Council Member Kayleen Whitelock	<input type="checkbox"/>	<input type="checkbox"/>
Council Member Melissa Worthen	<input type="checkbox"/>	<input type="checkbox"/>



# REQUEST FOR COUNCIL ACTION

<b>Action:</b> Need Council to take action	<b>Meeting Date Requested</b> : 04/26/2023
<b>Presenter:</b> Alan Anderson, Council Office Director	<b>Deadline of item</b> : 05/10/2023
<b>Applicant:</b> Jennifer Andelin	
<b>Department Sponsor:</b> Council Office	
<b>Agenda Type:</b> PUBLIC HEARINGS	
<b>Time Requested:</b> 5 minutes presentation, 10 minutes council	<i>(Council may elect to provide more or less time)</i>

**1. AGENDA SUBJECT**

**Resolution No. 23-034** waiving dumpster rental fees of \$500 for a neighborhood cleanup day of service.

**2. EXECUTIVE SUMMARY**

Council is being asked to waive fees in the amount of \$500 for a neighborhood cleanup project.

City Ordinance 2-6-1 et seq. provides guidance for individuals and entities to seek a fee waiver from the city council. Traditionally, the council has favored fee waivers where service has been provided in lieu of fees or residents have provided service to the city in general. One of the Budget Priorities of the City Council as defined in the City Budget under Enhance City Aesthetics is to “Continue to identify city-wide beautification projects.”

Jennifer Andelin has coordinated a neighborhood clean-up program in the Brown’s Meadow area for approximately 10 years and continues to provide this service in part of the city. She coordinates with 10 property owners for placement of dumpsters and it involves about 70-100 people. The group also provides breakfast to the volunteers and has invited council members to join with them.

**3. TIME SENSITIVITY / URGENCY**

Event is held Saturday, May 20, 2023

**4. FISCAL NOTE**

Waiving \$500 in solid waste fees. (10 dumpsters x \$50/dumpster). To qualify for a fee waiver, Utah Code requires that the total amount of all fee waivers granted in a single fiscal year be less than 1% of the City’s budget. One percent of the City’s budget equals \$688,243. This fee waiver of \$500 and all other fee waivers granted this year does not exceed 1% of the City’s budget (per Administrative Services).

**5. PLANNING COMMISSION RECOMMENDATION**

N/A

**6. STAFF ANALYSIS**

N/A

**7. MOTION RECOMMENDED**

I move to approve Resolution No. 23-034 waiving the fees of \$500 for a neighborhood cleanup event.

**8. MAYOR RECOMMENDATION**

N/A

**9. PACKET ATTACHMENT(S)**

Dumpster applications (redacted)

Fee Waiver Application

**10. OTHER INFORMATION**

**Dumpster Rules and Liability**

1. Dumpster reservations are for residential use only. Residents must have an open and current West Jordan utility account with garbage service to make a reservation.
2. Dumpsters shall not be overloaded. Residents using the dumpsters are required to clean up spillage.
3. Regular dumpsters may be used for yard debris (tree limbs, shrubbery, grass clippings, etc.), building materials, household items including furniture and limited appliances. Anything with freon or other hazardous chemicals are prohibited.
4. Green waste dumpsters may be used only for yard debris. For a load to qualify as green waste, the entire load must consist of green waste such as tree limbs, shrubbery, grass clippings, etc. Sod, dirt, rocks, treated wood, animal waste and other landscaping debris are not allowed.
5. The following items are NOT allowed in any dumpster: Lithium-ion batteries, mattresses, box springs, railroad ties, concrete, dirt, rocks, toxic, hazardous, or otherwise flammable materials (pesticides, herbicides, solvents, chemicals, paints, motor oil, gasoline, etc.), tires, batteries, dead animals, liquid, or septic loads. Refrigerators, tanks, drums, and barrels of any kind are also prohibited. Abandoned or discarded automobiles, motorcycles, scooters, and motorized vehicles (basically any type of vehicle with a serial number) are prohibited in dumpsters. Residents who place restricted items in dumpsters and/or otherwise abuse the dumpster reservation program may be subject to additional fines and fees. For information on proper disposal of household hazardous wastes, please contact Trans-Jordan Cities Landfill at 801-569-8994.
6. Dumpsters are intended for use by the scheduling resident only. Prohibited materials are unsafe to dispose of and expensive to re-mediate from a dumpster. The West Jordan Public Works Department must be notified immediately if a person is seen disposing of prohibited materials. If a person is found in violation of the prohibited materials; the party that reserved the dumpster may have current and future dumpster reservations terminated and/or denied for the resident and property. **Violators will be invoiced for the City's administrative costs and costs of disposal for any unacceptable items.**
7. The City and the Solid Waste Contractor are hereby released from any and all claims for damages resulting from the City's or the Solid Waste Contractor's equipment or personnel being on, or causing damage to, private property to deliver or remove the requested dumpsters, including but not limited to; any damage to any pavement or subsurface material on any route reasonably necessary to perform the services herein contracted.
8. The City and the Solid Waste Contractor are hereby released from any and all claims for all bodily injury as a result of dumpster use, or location of dumpster/s. The undersigned shall be responsible for any and all damage to the dumpster while the dumpster is located on the undersigned's property or while the undersigned is using the dumpster.
9. All court costs and attorney's fees incurred in the event of legal action to enforce any term or condition of this agreement will be the responsibility of the undersigned.

For questions, call West Jordan Public Works at 801-569-5700

		[Redacted]	
		Address	
Account #	Customer #	801 [Redacted]	[Redacted]@gmail.com
		Phone #	Email
[Signature: Jill Morley]		3/3/2023	Jill Morley
Signature		Date	Print Name
<input checked="" type="checkbox"/> Trash	<input type="checkbox"/> Green Waste	street-front of house	5/19/2023
		Placement	Delivery Date

**Dumpster Rules and Liability**

1. Dumpster reservations are for residential use only. Residents must have an open and current West Jordan utility account with garbage service to make a reservation.
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5. The following items are NOT allowed in any dumpster: Lithium-ion batteries, mattresses, box springs, railroad ties, concrete, dirt, rocks, toxic, hazardous, or otherwise flammable materials (pesticides, herbicides, solvents, chemicals, paints, motor oil, gasoline, etc.), tires, batteries, dead animals, liquid, or septic loads. Refrigerators, tanks, drums, and barrels of any kind are also prohibited. Abandoned or discarded automobiles, motorcycles, scooters, and motorized vehicles (basically any type of vehicle with a serial number) are prohibited in dumpsters. Residents who place restricted items in dumpsters and/or otherwise abuse the dumpster reservation program may be subject to additional fines and fees. For information on proper disposal of household hazardous wastes, please contact Trans-Jordan Cities Landfill at 801-569-8994.
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7. The City and the Solid Waste Contractor are hereby released from any and all claims for damages resulting from the City's or the Solid Waste Contractor's equipment or personnel being on, or causing damage to, private property to deliver or remove the requested dumpsters, including but not limited to; any damage to any pavement or subsurface material on any route reasonably necessary to perform the services herein contracted.
8. The City and the Solid Waste Contractor are hereby released from any and all claims for all bodily injury as a result of dumpster use, or location of dumpster/s. The undersigned shall be responsible for any and all damage to the dumpster while the dumpster is located on the undersigned's property or while the undersigned is using the dumpster.
9. All court costs and attorney's fees incurred in the event of legal action to enforce any term or condition of this agreement will be the responsibility of the undersigned.

For questions, call West Jordan Public Works at 801-569-5700

Account #	Customer #	801-██████████ Phone #	██████████ Address
<i>Jana Hoggan</i> Signature		3-3-23 Date	██████████@yahoo.com Email
Trash <input type="radio"/> Green Waste <input type="radio"/>	street Placement		Jana Hoggan Print Name
		5-19-23 Delivery Date	

**Dumpster Rules and Liability**

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For questions, call West Jordan Public Works at 801-569-5700

Account #

Customer #

801- Phone #

Address  
Email

Carla Kappes  
Signature

3-3-23  
Date

Carla Kappes  
Print Name

Trash  Green Waste

Front of the house  
Placement

5-19-23  
Delivery Date

**Dumpster Rules and Liability**

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For questions, call West Jordan Public Works at 801-569-5700

		801	 Address
Account #	Customer #	Phone #	Email
		3-4-23	
Signature		Date	Print Name
<input checked="" type="checkbox"/> Trash	<input type="checkbox"/> Green Waste	Front of House - on street	5-19-23
		Placement	Delivery Date

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For questions, call West Jordan Public Works at 801-569-5700

Account #

Customer #

801- Phone #

Address  
Email utahweb.com

Jennifer Andelin  
Signature

March 2, 2023  
Date

Jennifer Andelin  
Print Name

Trash  Green Waste

On street in front of house  
Placement

May 19, 2023  
Delivery Date

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For questions, call West Jordan Public Works at 801-569-5700

Address

N/A

Account #

Customer #

Phone #

Email

Rebekah A. Kemp

3-6-23

Rebekah A. Kemp

Signature

Date

Print Name

Trash Green Waste

On Street in Front of House

Placement

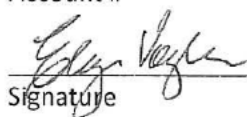
5-19-23

Delivery Date

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For questions, call West Jordan Public Works at 801-569-5700

Account #	Customer #	Phone #	Address
		March 3, 2023	[Redacted]@hotmail.com
Signature		Date	ELOY VOGLER
Trash <input type="checkbox"/> Green Waste <input type="checkbox"/>	Front of House		
	Placement	May 19, 2023	
		Delivery Date	

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For questions, call West Jordan Public Works at 801-569-5700

Account # [Redacted] Customer # [Redacted] Phone # (801) [Redacted] Address [Redacted]  
 Signature [Handwritten Signature] Date Mar 6, 23 Print Name Jody Peters  
 Email [Redacted] @hotmail.com  
 Trash  Green Waste Placement Street Delivery Date May 19, 23

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For questions, call West Jordan Public Works at 801-569-5700

Account #	Customer #	801- [Redacted]	Address [Redacted]
Signature <u>Charley Wright</u>		Phone #	Email [Redacted]@yahoo.com
		Date <u>3/2/2023</u>	Print Name <u>Charley Wright</u>
<input checked="" type="checkbox"/> Trash	<input type="checkbox"/> Green Waste	Placement <u>Back Part of Driveway</u>	Delivery Date <u>May 19, 2023</u>

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Account #	Customer #	301 [Redacted]	[Redacted] Address	[Redacted] Email
<u>S. Stevens</u>		Phone #		@gmail.com
Signature		3/16/23	Shelly Stevens	
		Date	Print Name	
<input type="checkbox"/> Trash <input type="checkbox"/> Green Waste	On street in front of house	5/19/23		
	Placement	Delivery Date		



# Application for Fee Waiver

*Please refer to West Jordan City Code Title 2, Chapter Six for requirements relating to fee waivers, a copy of this code has been included at the end of this application for your convenience. A member of Council Office Staff will contact you regarding when a public hearing will be scheduled for the Council body to consider your fee waiver. You are expected to attend this meeting. You may be contacted by a member of the Council Office to provide financial reports or accounting records after your initial application.*

Entity: **Neighborhood Watch - Brown's Meadow Area**

City: **West Jordan**

State: **UT**

Zip Code: **84088**

If applicable, Non-Profit Entity Number:

Not applicable:

Main Contact Name: **Jennifer Andelin**

Title: **Chair/Coordinator**

Email Address:



Phone:



Name of Event: **Annual Neighborhood Cleanup Day**

Event Location: **Brown's Meadow Area**

Event Dates: **5/20/23** to **5/20/23**

Estimated Attendance: **70-100**

### **Please provide a brief summary of your event:**

*How long have you held it, how many people it helps, how it benefits the city, etc.*

Neighborhood Cleanup Day has been an annual tradition in our neighborhood for over 10 years. It was created as a spin-off from our annual neighborhood Memorial Day Breakfast which began in 1994. The date moved to a Saturday in May and the breakfast continues as the kickoff for the day of cleanup and service. Neighborhood Cleanup involves getting 10 dumpsters and having them placed strategically so that everyone has access to a dumpster. We organize projects throughout the neighborhood (for widows, invalids and others needing assistance in their yards). We also cleanup our neighborhood park and the storm water drainage grates. It is an amazing tradition which unites our neighborhood through service. It also allows individual neighbors to clean up their yards, get rid of junk and trimmings. You are welcome to join us at the breakfast at the park!

### **Please provide background information:**

*Tell us about your organization, and any other relevant history. Also include any services you may wish to provide in lieu of paying the fee. You may attach an additional sheet if necessary. The consolidated fee schedule for the City can be found [here](#).*

**We are a West Jordan Neighborhood Watch group. In addition to the annual Neighborhood Cleanup day, we also host an annual neighborhood get together for National Night Out Against Crime in August. The service provided adds up to hundreds of hours of which benefits both the neighborhood and the city. Our neighborhood is stronger and our neighborhood watch group continues to be active when most neighborhood watch groups have grown less active over time. If we have to pay for the dumpsters, we will have to discontinue this wonderful tradition which builds community, strengthens and beautifies our city.**

**Please provide a breakdown, in detail, of the services, nonmonetary assistance, and fee breakdown that you are requesting.**

We are requesting a fee waiver for 10 dumpsters to be dropped off in front of selected homes (addresses have been provided to West Jordan Public Works) on Friday, May 19 and picked up on Monday, May, 22, 2023.

10 dumpsters @ \$50 per dumpster

Total - \$500

**Any other information you would like to provide (optional):**

We are grateful for the support we receive from the city which makes continuing this tradition possible!!!

Upon signature of this application, an individual, and/or the entity they represent, agrees to the requirements listed in West Jordan City Code 2-6-3. The applicant also agrees that this application and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this application, or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

Signature: *Jennifer Andelin*

Name: Jennifer Andelin

Date: 4/12/23

---

**For City Use:**

Date Application Received: 4/15/23

Scheduled Public Hearing Date: 4/26/23

## **WEST JORDAN CITY CODE TITLE 2, CHAPTER 6**

### **SECTION:**

#### **2-6-1: Relationship to City**

#### **2-6-2: Applications**

#### **2-6-3: Requirements**

#### **2-6-1: RELATIONSHIP TO CITY:**

The city may provide monetary and non-monetary assistance to individuals and entities for the safety, health, prosperity, moral well-being, peace, order, comfort, and convenience of city residents. The city will not become employees, representatives, or agents of any city-supported individual or entity solely by virtue of the city providing assistance. (Ord. 10-08, 2-24-2010; Ord. 20-38, 9-30-2020; Ord 23-02, 02-22-2023)

#### **2-6-2: APPLICATIONS:**

Individuals and entities may request monetary and non-monetary city assistance by completing an application obtained from the council office director located at the City Hall. Any questions regarding the application process or requirements to receive assistance should be directed toward the council office director. (Ord. 10-08, 2-24-2010; amd. Ord. 19-53, 12-11-2019, Effective at 12 noon on January 6, 2020; Ord. 20-38, 9-30-2020; Ord. 20-23, 02-22-2023)

#### **2-6-3: REQUIREMENTS:**

All individuals and entities receiving city support shall agree to the following requirements:

- A. The requesting individual or entity shall permit the city or an auditor hired by the city to inspect the individual or entity's system of accounts and other accounting systems and protocols to ensure accuracy and proper safeguarding of public funds.
- B. The requesting individual or entity shall provide financial reports in a form and frequency acceptable by the city council.
- C. The requesting individual or entity shall explain how the requested assistance will further advance city goals or plans, and shall track the actual advancement of city goals or plans through the use of the requested city assistance. Any city assistance shall be used only for the purposes stated in the application and the authorizing resolution.
- D. The requesting individual or entity shall have the training and experience needed to effectively and efficiently manage the proposed activities. (Ord. 10-08, 2-24-2010; amd. Ord. 19-53, 12-11-2019, Effective at 12 noon on January 6, 2020; Ord. 20-38, 9-30-2020; Ord. 23-02, 02-22-2023)

2  
3 **RESOLUTION NO. 23-034**

4  
5 **A RESOLUTION TO WAIVE FEES FOR A NEIGHBORHOOD CLEAN UP DAY**  
6 **HOSTED BY BROWN MEADOWS NEIGHBORHOOD WATCH**

7  
8 **WHEREAS**, the Brown Meadows Neighborhood Watch is a community organization; and

9  
10 **WHEREAS**, the Brown Meadows Neighborhood Watch has organized a neighborhood cleanup for  
11 the last 10 years; and

12  
13 **WHEREAS**, Brown Meadows Neighborhood Watch has requested a fee waiver from the city for  
14 the rental of ten (10) dumpsters; and

15  
16 **WHEREAS**, Utah State Code §10-8-2(1)(a)(v) permits the City Council to waive fees and other  
17 non-monetary assistance after first holding a public hearing; and

18  
19 **WHEREAS**, West Jordan City Code 3-4-1(4) permits the City Council to waive fees and other non-  
20 monetary assistance after first holding a public hearing; and

21  
22 **WHEREAS**, West Jordan City Code 2-6-1 et seq. sets the requirements for city support of unrelated  
23 charitable or educational entities and individuals; and

24  
25 **WHEREAS**, the City Council held a public hearing on April 26, 2023, to hear any public comments  
26 regarding the waiver of fees.

27  
28 **NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF**  
29 **WEST JORDAN, UTAH, THAT:**

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31 **Section 1.** The City Council finds that the granting of a waiver of fees advances the goals, objectives,  
32 and purposes of the City and will strengthen the community and provide for the health and  
33 welfare of the City’s residents.

34  
35 **Section 2.** The City Council finds that the granting of a fee waiver in the amount of \$500 in addition  
36 to all other fee waivers granted this fiscal year does not exceed 1% of the City’s budget.

37  
38 **Section 3.** The City Council approves waiving the fees of \$500 to Brown Meadows Neighborhood  
39 Watch for the Neighborhood Clean Up Day to be held on May 20, 2023.

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41 **Section 4.** This Resolution shall take effect immediately upon adoption.

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43 PASSED BY THE CITY COUNCIL OF WEST JORDAN, UTAH, THIS \_\_\_\_\_ DAY OF \_\_\_\_  
44 \_\_\_\_\_ 2023.

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Chris McConnehey  
Council Chair

ATTEST:

\_\_\_\_\_  
Cindy Quick, MMC  
Council Office Clerk

**Voting by the City Council**

	<b>"YES"</b>	<b>"NO"</b>
Council Chair Christopher McConnehey	<input type="checkbox"/>	<input type="checkbox"/>
Council Vice-Chair Pamela Bloom	<input type="checkbox"/>	<input type="checkbox"/>
Council Member Kelvin Green	<input type="checkbox"/>	<input type="checkbox"/>
Council Member Kayleen Whitelock	<input type="checkbox"/>	<input type="checkbox"/>
Council Member David Pack	<input type="checkbox"/>	<input type="checkbox"/>
Council Member Zach Jacob	<input type="checkbox"/>	<input type="checkbox"/>
Council Member Melissa Worthen	<input type="checkbox"/>	<input type="checkbox"/>



# REQUEST FOR COUNCIL ACTION

**Action:** Need Council to take action

**Meeting Date Requested** : 04/26/2023

**Presenter:** Ariel Campos

**Deadline of item** :

**Applicant:** Rocio Mejia

**Department Sponsor:** Administration

**Agenda Type:** PUBLIC HEARINGS

**Time Requested:** 5 minutes presentation, 10 minutes council

*(Council may elect to provide more or less time)*

**1. AGENDA SUBJECT**

**Resolution No. 23-018** approving a fee waiver of \$1,250 for the Non-Profit 501-C3 organization, Una Mano Amiga for the Dia del Niño (Day of the Kids) event.

**2. EXECUTIVE SUMMARY**

Council is being asked to consider approving a fee waiver of \$1,250 for the Dia del Niño (Day of the Kids) event. This event aims to help underrepresented communities within West Jordan feel welcomed and to help connect children and families to resources and aid.

Anticipated attendance is approximately 500 people, many from West Jordan. This is being done along with the West Jordan Diversity Committee.

Una Mano Amiga is holding a Dia Del Niño (Day of the Kids) for the residents of West Jordan and is also open to the public. Una Mano Amiga is looking to reserve a portion of the park adjacent to the event center on May 20, 2023 and asking to waive the park rental deposit of \$500 and park rental fee of \$750 for a total of \$1,250.

The last Dia Del Niño event took place in West Valley, 2019 – Total attendance was 1000 people. Free entertainment such as folklore dance, talent show, games & activities for children, and drawings.

**3. TIME SENSITIVITY / URGENCY**

Event takes place on May 20, 2023

**4. FISCAL NOTE**

Waiving \$1,250.00 in Park Rental Deposit & Park Rental Fee. The 1% fee waiver limit for this fiscal year is \$668,243. The requests approved this fiscal year have not exceeded this amount and waiving this fee does not exceed this limit.

**5. PLANNING COMMISSION RECOMMENDATION**

N/A

**6. STAFF ANALYSIS**

Council discretion.

**7. MOTION**

“Move to approve Resolution No. 23-018 approving a fee waiver of \$1,250 to Una Mano Amiga for the Dia del Niño event.

Or

“Move to deny Resolution No. 23-018 denying a fee waiver to Una Mano Amiga

**8. MAYOR RECOMMENDATION**

The Mayor does not make any recommendation as to whether or not to adopt this Resolution

**9. PACKET ATTACHMENT(S)**

Fee Breakdown

Application

Resolution No. 23-018

**10. OTHER INFORMATION**

Una Mano Amiga was Founded in West Jordan

<b>Uno Mano Amiga</b>			
<b>Item</b>	<b>Fee</b>	<b>Total</b>	<b>Notes</b>
Park Rental deposit	\$ 500.00	\$ 500.00	
Park Rental Fee	\$ 750.00	\$ 750.00	
Encroachment Permit Fee	\$ -	\$ -	
Processing Fee	\$ -	\$ -	
<b>TOTAL FEES</b>		<b>\$ 1,250.00</b>	



# Application for Fee Waiver

Please refer to West Jordan City Code Title 2, Chapter Six for requirements relating to fee waivers, a copy of this code has been included at the end of this application for your convenience. A member of Council Office Staff will contact you regarding when a public hearing will be scheduled for the Council body to consider your fee waiver. You are expected to attend this meeting. You may be contacted by a member of the Council Office to provide financial reports or accounting records after your initial application.

Entity: **Una Mano Amiga**

City: **West Jordan**

State: **UT**

Zip Code: **84084**

If applicable, Non-Profit Entity Number: **32-0022343**

Not applicable:

Main Contact Name: **Rocio Mejia**

Title: **Director**

Email Address:



Phone:



Name of Event: **Children's Day - Dia del Nino**

Event Location: **Veterans Memorial Park**

Event Dates: **5/20/2023** to **5/20/2023** Estimated Attendance: **500**

### Please provide a brief summary of your event:

*How long have you held it, how many people it helps, how it benefits the city, etc.*

Una Mano Amiga has been celebrating this event for the last 20 years. Dia del Nino is an annual festival that helps children, parents and communities understand how to protect them from abuse and provide resources to help families. There will be story telling, folklore dancing and other non-profit attendees present that can assist families. By waiving these fees, we can put our financial resources into directly helping families. This is also in partnership with the West Jordan Diversity Committee.

### Please provide background information:

*Tell us about your organization, and any other relevant history. Also include any services you may wish to provide in lieu of paying the fee. You may attach an additional sheet if necessary.*

We as not for profit organization have been organized since 2001, for 22 years we have been promoting cultural events and supporting underrepresented groups to better integrate into the community and become productive members of our state. We have been working in collaboration with the LDS Church to help those in need through vouchers for the DI stores in West Jordan, we have worked with the Utah State Health Department, Salt Lake City Police Department, Mexican Consulate, and Salt Lake Catholic Dioceses.

We will provide the services within our reach to close the cultural gap between the minorities who live in West Jordan and the rest of the surrounding communities by participating as volunteers in the West Jordan community programs.

**Please provide a breakdown, in detail, of the services, nonmonetary assistance, and fee breakdown that you are requesting.**

We would like to request the waiving of the fees of \$1,250 related to the use of the Veteran's Memorial Park and its pavilion during the event on 5/20/2023.

2-6-3(C) We will respect the park rules and will clean the facilities after our use so that park staff won't need to. This event helps meet city goals by working with the Diversity Committee to interact with the underrepresented population in the city. While this is targeted towards the approx. 25% of the city's population that is Hispanic although all are welcome.

We at Una Mano Amiga are a non-profit organization, organized by members of the community, working as volunteers, for the last 22 years. We do not have paid staff members.

**Any other information you would like to provide (optional):**

The event Dia del Niño Children's Day is an event recognized by UNICEF and is utilized to promote the protection of children around the world. Dia del Nino started in 1926.

Upon signature of this application, an individual, and/or the entity they represent, agrees to the requirements listed in West Jordan City Code 2-6-3. The applicant also agrees that this application and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this application, or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

Signature: *Rocio Mejia*

Name: Rocio Mejia

Date: 4/7/20

---

**For City Use:**

Date Application Received: 4/7/2023

Scheduled Public Hearing Date: 4/26/2023

## **WEST JORDAN CITY CODE TITLE 2, CHAPTER 6**

### **SECTION:**

#### **2-6-1: Relationship to City**

#### **2-6-2: Applications**

#### **2-6-3: Requirements**

#### **2-6-1: RELATIONSHIP TO CITY:**

The city may provide monetary and non-monetary assistance to individuals and entities for the safety, health, prosperity, moral well-being, peace, order, comfort, and convenience of city residents. The city will not become employees, representatives, or agents of any city-supported individual or entity solely by virtue of the city providing assistance. (Ord. 10-08, 2-24-2010; Ord. 20-38, 9-30-2020; Ord 23-02, 02-22-2023)

#### **2-6-2: APPLICATIONS:**

Individuals and entities may request monetary and non-monetary city assistance by completing an application obtained from the council office director located at the City Hall. Any questions regarding the application process or requirements to receive assistance should be directed toward the council office director. (Ord. 10-08, 2-24-2010; amd. Ord. 19-53, 12-11-2019, Effective at 12 noon on January 6, 2020; Ord. 20-38, 9-30-2020; Ord. 20-23, 02-22-2023)

#### **2-6-3: REQUIREMENTS:**

All individuals and entities receiving city support shall agree to the following requirements:

- A. The requesting individual or entity shall permit the city or an auditor hired by the city to inspect the individual or entity's system of accounts and other accounting systems and protocols to ensure accuracy and proper safeguarding of public funds.
- B. The requesting individual or entity shall provide financial reports in a form and frequency acceptable by the city council.
- C. The requesting individual or entity shall explain how the requested assistance will further advance city goals or plans, and shall track the actual advancement of city goals or plans through the use of the requested city assistance. Any city assistance shall be used only for the purposes stated in the application and the authorizing resolution.
- D. The requesting individual or entity shall have the training and experience needed to effectively and efficiently manage the proposed activities. (Ord. 10-08, 2-24-2010; amd. Ord. 19-53, 12-11-2019, Effective at 12 noon on January 6, 2020; Ord. 20-38, 9-30-2020; Ord. 23-02, 02-22-2023)

**RESOLUTION NO. 23-018**

**A RESOLUTION TO WAIVE FEES FOR A COMMUNITY EVENT HOSTED BY  
UNA MANO AMIGA**

**WHEREAS**, the Una Mano Amiga is a non-profit organization dedicated to supporting children/women/families and their wellbeing within Utah; and

**WHEREAS**, Una Mano Amiga will be hosting a *Dia Del Niño* celebration on May 20, 2023, to help children and their families navigate their way in the community and connect families to resources within the community and state; and

**WHEREAS**, Una Mano Amiga has requested a fee waiver from the city for the rental of the park; and

**WHEREAS**, Utah State Code §10-8-2(1)(a)(v) permits the City Council to waive fees and other non-monetary assistance after first holding a public hearing; and

**WHEREAS**, West Jordan City Code 3-4-1(4) permits the City Council to waive fees and other non-monetary assistance after first holding a public hearing; and

**WHEREAS**, West Jordan City Code 2-6-1 et seq. sets the requirements for city support of unrelated charitable or educational entities; and

**WHEREAS**, the City Council held a public hearing on April 26, 2023, to hear any public comments regarding the waiver of fees.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST JORDAN, UTAH, THAT:**

- Section 1.** The City Council finds that the granting of a waiver of fees advances the goals, objectives, and purposes of the City and will strengthen the community and provide for the health and welfare of the City’s residents.
- Section 2.** The City Council finds that the granting of a fee waiver in the amount of \$1,250 in addition to all other fee waivers granted this fiscal year does not exceed 1% of the City’s budget.
- Section 3.** The City Council approves waiving the fees of \$1,250 to Una Mano Amiga for the Dia del Niño to be held on May 20, 2023.
- Section 3.** This Resolution shall take effect immediately upon adoption.

PASSED BY THE CITY COUNCIL OF WEST JORDAN, UTAH, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023.

CITY OF WEST JORDAN

\_\_\_\_\_  
Christopher McConnehey  
Council Chair

*(continued on the following page)*

56 ATTEST:

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59 \_\_\_\_\_  
Cindy M. Quick, MMC

60 Council Office Clerk

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63 **Voting by the City Council**

**"YES"**

**"NO"**

64 Council Chair Christopher McConnehey

65 Council Vice-Chair Pamela Bloom

66 Council Member Kelvin Green

67 Council Member Kayleen Whitelock

68 Council Member David Pack

69 Council Member Zach Jacob

70 Council Member Melissa Worthen

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# REQUEST FOR COUNCIL ACTION

<b>Action:</b> Need Council to take action	<b>Meeting Date Requested</b> : 04/26/2023
<b>Presenter:</b> Ray McCandless	<b>Deadline of item</b> : 04/26/2023
<b>Applicant:</b> Next Level Homes, LLC/Brandon Pehrson	
<b>Department Sponsor:</b> Community Development	
<b>Agenda Type:</b> PUBLIC HEARINGS	
<b>Time Requested:</b> 5 minutes presentation, 10 minutes council	

**1. AGENDA SUBJECT**

**Ordinance 23-08** - Jordan River Heights Rezone – from R-1-10G (Single-family residential 10,000 square foot minimum lots) to R-1-8C (Single-family residential with 8,000 square foot minimum lots) located at 9270/9290 South 1300 West. Next Level Homes, LLC/Brandon Pehrson (applicant).

**2. EXECUTIVE SUMMARY**

Council is being asked to consider a zone change for approx. 9-acres of land. The applicant proposes to rezone 9 acres of land located at 9270/9290 South 1300 West from an R-1-10G (Single-family residential 10,000 square foot minimum lots) to a R-1-8C (Single-family residential with 8,000 square foot minimum lots) zone. The rezoning is being requested to subdivide the property into 30 single-family residential lots in the future.

**3. TIME SENSITIVITY / URGENCY**

Off-site utilities will be constructed along with utilities being installed as part of the 1300 West widening project which is currently underway as described in the Engineering comments in the attached staff report to the Planning Commission.

**4. FISCAL NOTE**

N/A

**5. PLANNING COMMISSION RECOMMENDATION**

The Planning Commission forwarded a positive recommendation (4-0) to the Council to rezone the property from R-1-10G (Single-family residential 10,000 square foot minimum lots) to an R-1-6 (MDA) zone where all lots would be over 8,000 square feet and meet R-1-8 lot area and setback standards but the lot widths would meet R-1-6 zoning standards.

**6. STAFF ANALYSIS**

**I. BACKGROUND:**

This property is located at 9270/9290 South 1300 West. It is comprised of two parcels of land, a 2.70-acre parcel and a 6.30-acre parcel with a combined total of 9.0 acres. The property has an existing single-family dwelling on the northeast corner of the property which will remain as is. The rest of the property is vacant.

This item was initially discussed at the City Council Land Use Subcommittee on July 12, 2022 (minutes attached). At that time, the applicant was proposing to rezone the property from R-1-10G to R-1-6(MDA) in order to reduce lot widths to meet R-1-6 standards. The lots were to be held to R-1-8 lot area and setback standards with a Master Development Agreement.

Generally, Councilmembers seemed ok with the property going from an R-1-10 zone to an R-1-8 zone and were not opposed to 60’ lot widths; However, they were concerned that rezoning the property to R-1-6 could result in the property developing under R-1-6 standards if the MDA were ever amended.

This item was reviewed by the Planning Commission on December 20, 2022. The Planning Commission voted 4-0 to forward a positive recommendation to the City Council to rezone the property to R-1-6 (MDA) as noted in the attached Planning Commission meeting minutes. Comments from adjoining residents are also included in the minutes.

The City Council held a public hearing on February 22, 2023. The item was postponed to no later than the 2<sup>nd</sup> meeting in April to allow the applicant to explore options to address concerns raised by the City Council as noted in the attached meeting minutes. In response to the Council’s concerns, the applicant is now asking that the property be rezoned to R-1-8C instead of R-1-6(MDA) and has submitted a revised concept plan that appears to meet R-1-8 zoning standards. The revised concept plan shows 30 lots rather than the 34 lots previously proposed. Since the lots will comply with R-1-8 standards, a Master Development Plan is no longer needed.

**II. GENERAL INFORMATION & ANALYSIS**

The subject property’s surrounding zoning and land uses are as follows:

	<b>Future Land Use</b>	<b>Zoning</b>	<b>Existing Land Use</b>
<b>North</b>	High Density Residential	R-1-4(PS)	Single-Family Residential
<b>South</b>	Low Density Residential/Parks and Open Land	R-1-12F and A-5	Single-Family Residential/Agricultural
<b>West</b>	Medium Density Residential	R-1-10G	Residential
<b>East</b>	Low Density Residential	A-5	Agricultural

**III. FINDINGS OF FACT**

**Section 13-7D-7(A): Amendments to the Zoning Map**

Prior to approving an amendment to the Zoning Map, the City Council shall make the following findings:

**Criteria 1:** *The proposed amendment is consistent with the purposes, goals, objectives,*

**and policies of the City's General Plan.**

**Staff Analysis:** The applicant is proposing to rezone this 9.0-acre property from R-1-10G (Single-family residential 10,000 square foot minimum lots) to R-1-8C (Single-family residential with 8,000 square foot minimum lots).

The Future Land Use Map designates this property as Medium Density Residential. The R-1-8 zoning is consistent with the Medium Density Residential designation in the General Plan meaning that no General Plan Land Use Map amendment is needed. The gross density of the proposed development is 3.33 dwelling units per acre which is also consistent with the Medium Density Residential land use designation. The proposed zoning will not be contrary to the general plan as the lots will be a minimum of 8,000 square feet and meet R-1-8 standards.

The General Plan states:

*“While lower density single-family residential uses are most preferred in West Jordan, the city should also address in its General Plan a range of residential densities and housing types in order to provide housing opportunities for all age groups and income levels.”*

The proposed development will provide higher-end single-family homes which meets this goal.

Furthermore, the Plan states:

*“Single-family housing should be the primary residential development type in the city.*

The single family as conceptually proposed would provide an appropriate transition between the R-1-4(PS) (4,000 square foot lot minimum lot size) and the R-1-12F (12,000 square foot minimum lot size) homes to the south.

**Staff Opinion:** The proposed amendment is consistent with the purposes, goals, objectives, and policies of the City's General Plan.

**Criteria 2:** *The proposed amendment will result in compatible land use relationships and does not adversely affect adjacent properties.*

**Staff Analysis:** The concept plan shows 30 single-family homes on a street extending from 1300 West to Mac Duff Lane (1477 West). The proposed development is compatible with adjoining property which is primarily single family residential. There is an existing home on the west side of the property that is not part of the development and will remain as is. The concept plan shows a pedestrian connection to 1500 West between this home and the development which may or may not become a street connection in the future.

**Staff Opinion:** The proposed amendment will result in compatible land use relationships

and does not adversely affect adjacent properties.

**Criteria 3:** *The proposed amendment furthers the public health, safety and general welfare of the citizens of the city.*

**Staff Analysis:** The change of zoning will not harm the public health, safety or welfare of the city as a whole. The change of zoning will not change emergency service response efforts.

**Staff Opinion:** The proposed amendment furthers the public health, safety and general welfare of the citizens of the city.

**Criteria 4:** *The proposed amendment will not unduly impact the adequacy of public services and facilities intended to serve the subject zoning area and property than would otherwise be needed without the proposed change, such as, but not limited to, police and fire protection, water, sewer and roadways.*

**Staff Analysis:** Significant improvements will need to be made to utility infrastructure to support this project, particularly with regard to sanitary sewer and water service as noted in the Engineering Department comments.

Engineering Comments:

1. Sanitary sewer along 1300 West is at capacity, which would be the connection point for a development at this location. The sewer needs to be upsized to a 12" along 1300 West from 9000 S south to the city boundary. The developer would need to provide this sanitary sewer improvement in order to construct the development. The city would reimburse a certain amount towards the upgraded sewer when funds become available, and after a reimbursement agreement is signed, but the availability of funds may take years. If the developer chooses to proceed with the development and the necessary sewer system upgrades, 1300 West is scheduled to be repaved along this stretch. Construction for paving is scheduled for late 2023 to early 2024. The developer may choose to replace sanitary sewer before paving in order to save some cost up front to the developer.
2. A portion of 1300 West will need to be dedicated and built out to City Standards to include sidewalk, curb and gutter. Additional vehicular and pedestrian connectivity to the neighboring communities is necessary.
3. A detention pond will need to be established in accordance with the State Code for Low Impact Development. An oil/grease/water separator is required.
4. Overhead power will need to be buried in a 10 ft wide easement immediately on the east side of the east property line at the cost of the owner/developer.
5. Water distribution system needs to be connected to Mac Duff Lane, 1300 W, and 1500

W. In addition, building permit availability may be limited until the construction of the second Cemetery Reservoir is completed at 3400 West 9000 South. Zone 1 water storage is limited based upon current analysis numbers.

6. Based on Engineering's experience with groundwater in the area, an underdrain system is recommended if basements are desired in the development.

7. A storm drain system will need to be developed for the parcels

8. A SWPPP plan is required.

Traffic Engineer:

1. Dedicate and construct 1300 West and sidewalk along frontage and show property driveways to the east to check for conflicts.
2. connect to the north if needed (sidewalk and street).

Fire Comments:

1. Show the closest existing fire hydrant on 1300 w and on Mac Duff Lane and their distance to the project.

**Staff Opinion:** Significant connections/improvements to the City's sewer and water utility systems are required to develop this property as requested.

**Criteria 5:** *The proposed amendment is consistent with the provisions of any applicable overlay zoning districts which may impose additional standards.*

**Staff Analysis:** The property is not located in any overlay district which may impose additional standards.

**Staff Opinion:** The proposed amendment is consistent with the provisions of any applicable overlay zoning districts which may impose additional standards.

**7. MOTION RECOMMENDED**

"I move that the City Council approve the request to rezone the property from R-1-10G to R-1-8C as proposed".

**8. MAYOR RECOMMENDATION**

N/A

**9. PACKET ATTACHMENT(S)**

Council Land Use Subcommittee Minutes  
Planning Commission Minutes  
City Council Meeting Minutes  
Planning Commission Staff Report  
Vicinity Map  
Future Land Use Map

Existing Zoning Map  
Proposed Zoning Map  
Concept Plan  
Ordinance

**10. OTHER INFORMATION**

No Master Development Agreement is needed.

# Land Use Subcommittee

## July 12, 2022

**Present:** Council Member Kelvin Green, Council Member Kayleen Whitelock, Council Member Melissa Worthen, Assistant City Attorney Duncan Murray, Associate Planner Lisa Elgin, Council Office Clerk Cindy Quick, and Policy Analyst Cassidy Hansen

### 1. Welcome - Council Member Kelvin Green

Kelvin welcomed 4:01 pm. All Council present – roll of committee is that land use committee will provide feedback. Cannot be used as a recommendation to PC or CC whether we support or do not support. Once cleared by PC then subcommittee can review again and make a recommendation to CC.

### 2. MACU Redevelopment - 6761 S. Redwood Road — Lisa Elgin

Lisa explained they were requesting GLUMA from ?? to commercial – received concept site plan showing multi-tenant use and existing drive through. With text advancements people don't want in as much any more. Site across from Target community commercial as well as to the north on west side of redwood. East side as well except for a couple of residential areas as well as professional office. Zoning is SC1 and SC2, and professional office. Greg said adequate water service to meet the request. We don't have uses. Applicant wanted to be present.

Kayleen decrease foot print for banking and bring in other businesses – yes.

Kelvin drivethrough conditionally permitted because of speakers? Lisa it's existing but not sure of the permit. We will look into it.

Kayleen same building with different uses. Lisa thought more traffic may come. 6720 will get a light soon correct – Scott yes working on it. Kelvin apartment complex immediately south. Kelvin lets say the bank has a conditional use for driveup with conditions. If there is a conditional use and the zoning runs with the land does the conditional use stay on the property or because rezoned – now that it's converted to SC Zone does the conditional use drop off and be required to be rezoned.

Duncan thought it may continue but zoning does affect the conditional use. A lot of ifs or but – if it's same use it would continue – should be looked at again if there is a zone change. Lisa – not conditional use on the lot. Kelvin asked to be sure and verify. Kayleen was fine with the proposal. Kelvin thought with small business uses. The max you could get in is four businesses. Not much extra traffic. Won't affect neighbors to the east - may affect 6720 a little. Kayleen those neighbors can exit on another street. Kayleen would like them to stay. Kelvin if fast food it would require conditional use. . . .

### 3. Redwood Housing - 9222 Redwood Road — Lisa Elgin

GLUM amendment from community to and add senior housing overlay. Surrounding parcels community commercial and to the east are professional office. Next to a commercial lot. Greg has water for existing zoning residential would only serve 2 – 3 units. Once cemetery tank brought online greater capacity. Podium parking with three levels – density 67 units per acre. Lobby and Post Office on ground floor. Amenities.

Kelvin first question is where is the court yard. Part of the floor in the building? Lisa yes. Kelvin basically a big lobby – Lisa said outdoors – its open. Waleska corrected that it is actually a big lobby.

Kayleen recently we've approved senior housing overlays – then they've said it's not viable – what makes you think why it is viable. Kayleen said market studies say market isn't here. Waleska said 55 and older community. Kayleen consequently they want to take it off for regular condos. Waleska asked if they turn it into condos? Waleska said that was not their plan. Melissa admitted they hadn't understood the study comments. Waleska believed there are already people ready to come in. 1.5 per unit parking. Based on city standards. Lisa current zoning is professional office.

Kayleen questioned putting seniors in between ?? and professional office. Waleska said it's close to trax by city hall. Kayleen no one over 55 will walk to that trax station. Drive their car. Kayleen didn't feel that trax was a good reason it would work there.

Kelvin said that would be 13 blocks away – he didn't feel it was walkable. He thought the courtyard was very loose and didn't meet the definition of courtyard in the ordinance. The central gathering area is in a landscaping ordinance of Senior Housing development. If it was landscaping it has to be outside not in an indoor lobby. The intent was outdoor open space. It talks about pedestrian interaction. The landscape on the project is an after thought. The purpose was to put as many units without landscaping. It offers no utility for these people and getting to the grass has no walk ways. If we allow this it's the most dense project we've allowed in the city ever. We don't have a project that approaches 60 units per acre. Not a fan. The water may be available in 18 months. Putting a court yard on the second floor isn't a court yard to him. Doesn't meet the definition.

Scott agreed with the courtyard. Melissa next to the Jordan Credit Union south – yes.

Kelvin definition of courtyard in Wikipedia by definition is an unroofed area completely or mostly enclosed by walls. Open to the sky.

Melissa liked the idea and location. There are a lot of amenities and restaurants. Agree with courtyard comments. Density is too high. Just back up on density and add green space.

Kayleen like LED included it's a positive. No water – if water and infrastructure isn't there don't change land use until it's there.

Waleska was aware of the comments he talked with Davenport and he said it would be available by the time we went through the whole process. Regarding courtyard the architect felt he was following the ordinance. 33 units for parking. Waleska felt they could go back to the drawing board and revise the courtyard to see were we can put it. 15% of landscaping. Kelvin felt the landscaping should be useable as well. Kelvin has to be uncovered. Gentleman asked if there was a definition in the ordinance.

Kayleen asked architect to look at new landscaping code as well. Duncan Title 13, Chapter 13. Melissa felt it was a good starting point and work with water. Good location she felt there was a need for 55 and over. Bring density down and make a court yard figure out water. Waleska when we revise send it to Lisa.

Kelvin felt they were trying to put too many units on a small piece of land.

Scott mentioned concern about adequate public facilities and holding off until we had water. Kayleen corrected only holding off for utilities. She wanted to be sure we had water before we had buildings.

Kelvin would be okay with PO or commercial. He asked what it was zoned. Professional Office. Want to add senior housing overlay to Professional Office.

#### **4. Jordan River Heights Concept — Kyle Denos**

Kyle and Brandon briefly introduced. Purchased Peterson Farm eight months ago and it's zoned in medium density. We ended up with larger widths and frontages. Keeping footage 8266 – we're asking if they would be willing to reduce the frontages. From 100 to 75 feet? R1A is 75 feet and R16 goes to 60 feet. Homes that are very nice three car garage fit on 60 foot lot. Looking to build a nice 800K+ Trying to figure out how to get more lots with these nice homes and function well.

Kayleen on west or east of the street. Across from Glover Nursery. Kelvin so it's overflow parking for Glover. Brandon that's correct. Kim has some barely growing there now. Kayleen asked Duncan can we put a condition to not go smaller? Or we have to okay R16 period. Duncan said in the past we did zoning conditions – but no longer. Preferred method would be MDA and specify lot sizes. Kelvin we don't have anything that would require that. Duncan said correct but we had done simple MDA. Kelvin what would force the MDA to remain valid. Duncan said you can always do one even though the ordinance doesn't require it. Duncan said it's been done at least twice.

Kayleen asked about water and infrastructure? Duncan felt that was another reason. Kayleen likes what was presented but would like a MDA. Kelvin agreed. Not comfortable zoning R1-6. He would like to see an MDA. He'd rather see an exception to R1-8 saying set backs can be modified based on an MDA. Duncan felt that was preferable to do a code amendment. Kelvin since no water – we have time. An overall add to the ordinance. In any of R1-zones set back can be modified based on an approved MDA. R1-8 neighborhood without the frontage width. He referenced the east side down town on 13<sup>th</sup> east and higher and even in daybreak have narrow lots and longer. Makes it more walkable. If we adopt something that makes the lots narrow with a smaller setback. It's walkable and give a bigger yard to use.

Melissa felt the biggest concern was water. Not too much of a concern with the proposal.

Brandon felt that working with engineering if we got it improved as R1-6 if we stay with R1-8 they could approve it with the water they currently have.

Kelvin felt that may be true. He doesn't want them putting in smaller lots.

Duncan asked for clarification that it complies with ordinance instead of frontage.

Scott felt it was helpful but thinking about administration – how do you implement it and keep track of building permits. Looking at map he was cautious not to set a precedent. He wanted to figure out the least disruptive way – whether it's an MDA or code amendment to make it work.

Approve MDA first and then Rezone – even in the same meeting. Duncan all elements for frontage and water capacity gets signed before they approve MDA and zoning in the same meeting. Kelvin would prefer doing an MDA instead of a rezone. It would be better. HE felt they should work out the

water issue and not go R1-8. Work out a MDA first. Don't want to do a rezone. Scott said current zoning R1-10 – Kelvin okay to go from R1-10 to R1-8. Kayleen agreed. Not okay with R1-6.

Scott felt that neighborhood connectivity mattered. Kelvin understood and agreed.

Brandon understood. Wanted to make an open community.

Kelvin felt they could work it out and make sure it won't go to R1-6 in that area.

Kelvin suggested looking at the zone and seeing about setbacks.

## **5. Residential Overlay District — Scott Langford/Chris Pengra**

Scott explained develop ROD to renew Jordan Landing. As an Economic Development tool lets look at other underperforming commercial areas and expand the scope to SC2 district. There are bumpers and conditions so it won't comply across the city. Given context of Starpoint and others is there an appetite or need to create a different tool to help breath life into SC2 districts? Mainly density. Minimum 45/units per acre – pretty intensive. A lot was that you're putting high density neighboring single family residential for Starpoint. As dense as it was – he didn't feel it met the code. Creative boundaries and funny math but didn't hit 45 units per acre. Should staff look at a less blunt tool to infuse residential uses? Kayleen said she wanted more commercial. Melissa especially along redwood. Kelvin 90<sup>th</sup> and Redwood came with it's own high density units anyway. It was a PC zone with apartments and fox burrow po stuff with commercial complex on the north. Not putting anymore residential in the PC Zone. He would rather see more commercial in that area. Walker Edison wanted to buyout building to the west and people wouldn't sell. They wanted to do some better things on the corner but strip mall didn't want to sell. No more apartments in that area. We held out with RC Willey even though we were told we would never see any more commercial and two weeks later Smith and Edwards built on that corner. It will only get more busy. Stores along 90<sup>th</sup> have plenty of traffic. If anything will change it will be increased traffic. We may not like it now but in 10-15 years the properties get dilapidated and someone builds a new complex in the area. If we put residential there we will never recapture it. If it sits for a few more years what are we missing out?

Kayleen increased traffic for more need from police. Melissa why would anyone want to live on Redwood Road. Trying to get out of your neighborhood – no. Scott great feedback. Kayleen if you want to rescind it – you'd have takers but to decrease the unit count or move it to SC2 no. It requires four to direct code change – grab another one, fine.

Scott will lobby to keep SC3 it has merit. Kelvin the one for Jordan Landing – correct. Kelvin if someone wants to put apartments by Johnny Corrinos it might be okay. Kayleen if Chilis goes I'll be disappointed. Kelvin that Chili's has a 1.7\* rating but applebees is a little better. Kayleen goes to Costa Vida.

## **6. Other**

## **7. Adjourn**

Meeting adjourned at 5:05 pm

## **Future Planning**

Next Meeting: August 2 @ 4:00 pm

**MINUTES OF THE WEST JORDAN PLANNING AND ZONING COMMISSION HELD  
DECEMBER 20, 2022, IN THE THOMAS M. REES JUSTICE CENTER COMMUNITY ROOM**

**PRESENT:** Matt Quinney, Kent Shelton, Ammon Allen, and George Winn. Jay Thomas, Trish Hatch, and McKenna Marchant were excused.

**STAFF:** Scott Langford, Larry Gardner, Ray McCandless, Duncan Murray, Nathan Nelson, Greg Davenport, Nikolai Halverson, Paul Brockbank, and Julie Davis

\*\*\*\*\*  
The pre-meeting was called to order by temporary chair Matt Quinney, with a quorum present. The agenda was reviewed. Larry Gardner gave training on subdivision regulations.

\*\*\*\*\*  
The meeting was called to order at 6:02 p.m., with a quorum present.

**1. Approve Minutes from December 6, 2022**

**MOTION:** Ammon Allen moved to approve the minutes from December 6, 2022. The motion was seconded by George Winn and passed 4-0 in favor. Jay Thomas, Trish Hatch, and McKenna Marchant were absent.

\*\*\*\*\*  
**2. Jordan River Heights; 9270/9290 South 1300 West; Rezone 9 acres from R-1-10G (Single-family residential 10,000 square foot minimum lots) to R-1-6 (MDA) (Single-family residential with a master development agreement for 8,000 square foot minimum lots) Zone; Next Level Homes, LLC/Brandon Pehrson (applicant) [#28870; parcel 27-03-476-046, 045]**

Brandon Pehrson, applicant, said the future land use for the property is medium density residential and zoned R-1-10. The request is to change the zoning to R-1-6 in order to develop with a minimum 60-foot lot width. The lots will be at least 8,000 square feet in size. They want to work with the neighbor to the west in order to connect to the existing subdivision to the north.

Ray McCandless gave an overview of the location and the proposal. The existing home on the northeast corner will be incorporated into the subdivision. The R-1-4 (PS) lots to the north have about 4500 square feet. Property to the south is zoned R-1-12 and agricultural. Glover Nursery to the east is also agricultural. The existing home to the west is not part of the rezoning request. The request is to change the zoning to R-1-6 (MDA). A master development agreement will require that the lots be developed with 8,000 square feet minimum. The R-1-6 zone allows for a minimum lot width of 60 feet, which is the reason for the request. The concept plan shows 34 lots, but they final subdivision layout would come with future approvals. The City Council land use subcommittee reviewed the proposal and would rather not rezone it to R-1-6 and suggested other options. Staff examined those options but felt that implementation of the MDA would provide sufficient safeguards for the city.

Matt Quinney opened the public hearing.

Delaun Fullmer, West Jordan resident, was concerned with the increased traffic issues that would occur if an additional 34 homes accessed Brigadoon Drive and Mistry Fen since it is the only way to get to

Redwood Road. If the rezoning were approved, he would like larger lots and speed bumps added on Brigadoon Drive to help with speeding in the area. There are already code enforcement issues with parking on the road during snowy weather.

April Davis, West Jordan resident, was also speaking for a group of neighbors. They support the rights to develop land, but they are not in favor of the rezoning. The MDA has language making it possible to amend the terms upon the written consent of the parties without public input, which could then allow development to the R-1-6 standards on smaller lots. The residents are curious as to why this is going forward even though the land use subcommittee recommended against for valid reasons. The R-1-8 zoning district would be a better option and would make the city less vulnerable and would require the developer to adhere to the same zoning standards as other developments.

Amy Allred, West Jordan resident joining remotely, asked if there had been a precedent set for an amalgamation of both the R-1-6 and R-1-8 zoning districts. She agreed with the concerns regarding the connection between their neighborhood with the one in South Jordan with the only access to Redwood Road being through Brigadoon. She was also concerned that the MDA can be amended. She would like to have the zoning remain R-1-10.

Further public comment was closed at this point for this item.

Matt Quinney explained that the role of the Planning Commission is to make sure the proposal meets city ordinance and to forward a recommendation to the City Council to make the final decision. He asked the City Engineer to address questions about traffic.

Nathan Nelson said that development of the property would add a block of new homes and the traffic that comes with it, even without a rezoning. If there are problems regarding the number of cars or the travel speed, they will address them by conducting a traffic analysis by taking traffic counts and measuring speeds to identify any traffic problems or impacts and to find solutions. Those solutions could be speed tables or some other way of calming traffic. There will probably be more cars on Brigadoon if that is the more convenient way to get to Redwood Road.

Ray McCandless was asked how many more lots this concept would add compared to the current R-1-10 zoning, which he said might be between four and six lots.

Matt Quinney asked for an explanation regarding the process to amend the MDA and if it could be done without public input. He also asked that staff explain to the public why the applicant is choosing this method instead of asking for R-1-8 zoning.

Scott Langford said this request is out of the ordinary, but not without precedent. There was a remnant parcel at approximately 6700 West and 8200 South that the City Council rezoned to R-1-6 with the agreement to require 8,000 square foot lots with the same lot frontage issue.

Duncan Murray addressed the process for amending the MDA, which would be identical to this current process that requires a public hearing and recommendation from the Planning Commission and then approval by the City Council prior to the mayor's signature.

Matt Quinney said that it is not often that an MDA is changed, because the city likes to hold the developer to the original agreement.

Kent Shelton said he would not consider the request without the MDA in place. He asked if R-1-6 is considered high density.

Duncan Murray said the general plan designation is medium density, which includes R-1-8 and R-1-10 lots. Normally the R-1-6 zoning is high density, but based on the minimum lot size requirement of 8,000 square feet with the agreement, it would be medium density.

Scott Langford said the comprehensive general plan is going through an update at this time, and staff has been taking this opportunity to clean up the map in those areas where the general plan does not reflect the density of the built environment by using this same principle.

Ammon Allen said it has been explained that the Planning Commission has to review the application for compliance with city code. He thought that this application met the code. It is not the responsibility of the Planning Commission to say if they like an application but rather if it meets the code. The City Council has more leeway with the final decision.

Duncan Murray said that the Planning Commission also has the criteria to follow when making a recommendation, but they don't have the same legislative discretion as the City Council.

Scott Langford said the Commissioners should work through the criteria in their recommendation to the City Council.

**MOTION: Ammon Allen moved, based upon the information and findings in the staff report and upon the evidence and explanations received today, to forward a positive recommendation to the City Council for Jordan River Heights located at 9270/9290 South 1300 West to Rezone 9 acres from R-1-10G Zone to R-1-6 (MDA) (Single-family residential with a master development agreement for 8,000 square foot minimum lots) Zone; Next Level Homes, LLC/Brandon Pehrson (applicant) noting the need for a master development agreement as attached and with the various findings of fact that were well documented within the staff's report. The motion was seconded by Matt Quinney and passed 4-0 in favor. Jay Thomas, Trish Hatch, and McKenna Marchant were absent.**

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**3. 2022 Storm Drain Master Plan Update; Recommendation to the City Council regarding an update to the 2022 Storm Drain Master Plan; City of West Jordan Public Utilities Department (applicant)**

Greg Davenport, Public Utilities Director, said they are starting the feedback period for the update of the 2022 Master Plan. The consultant updated the existing system for two design events; the 10-year event in the roadways and the 100-year event that looks at basins and channels. The consultant will use the computer model and speak with staff to see if there are deficiencies identified. The Capital Project list is then developed, which includes maintenance and developer projects.

Kent Shelton said the report called out Dorilee Park as having insufficient drainage. He asked if there are plans for improving that.

Greg Davenport said one plan is to increase the detentions ponds and to maybe look at the outlets. He said that this comment period is important for the public to let the city know if there are any problems or concerns that can be forwarded to the consultant before the plan is adopted. The fee that residents pay goes to help protect people before the storm and to clean up afterward.

Ammon Allen stated that his comments had been submitted to staff. He thought that the plan was a very professional document and will be a great resource for planning and moving forward.

Matt Quinney opened the public hearing.

Further public comment was closed at this point for this item.

**MOTION: George Winn moved to forward a positive recommendation to the City Council for the 2022 Storm Drain Master Plan Update as presented. The motion was seconded by Ammon Allen and passed 4-0 in favor. Jay Thomas, Trish Hatch, and McKenna Marchant were absent.**

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**4. Low Impact Development Standards Manual; Recommendation to the City Council regarding adoption of a Low Impact Development Standards Manual; City of West Jordan Public Utilities Department (applicant)**

Greg Davenport explained that City Code 8-11-5C.1 refers to Low Impact Development standards. We have been using state standards up until now and this proposal is to adopt our own. The theory behind LID is to keep the stormwater on site and to try to get it to go into the ground. This reduces peak flow and increases water quality so that the product that reaches the Jordan River is better and cleaner. He reviewed some of the best management practices within the document, such as infiltration basin, harvest BMP, rain gardens, and planter boxes.

Kent Shelton asked if the 72-hour maximum period for retention basins is for mosquito abatement.

Greg Davenport said it is to prevent the hatching of all types of insects.

George Winn said there is a great amount of work going into better water management. He heard that the governor's budget is allocating millions of additional dollars toward water management and asked what else is there to be done beyond what we are already doing.

Greg Davenport said there is storm water management practices that were adopted by the EPA in 2014 and by the State of Utah in 2018, and we are now catching up. He thought that a lot of the budget that the governor proposes deals with how we get water to the Great Salt Lake and how we use culinary water resources now and how to stretch those resources by using wastewater. There might also be money centered toward drought tolerant landscaping and removal of turf.

Matt Quinney opened the public hearing.

Further public comment was closed at this point for this item.

Ammon Allen thought that this is a very positive document. While it was well written, the implementation part was a little lacking.

**MOTION: Ammon Allen moved to forward a positive recommendation to the City Council to adopt the Low Impact Development Standards Manual as presented. The motion was seconded by Kent Shelton and passed 4-0 in favor. Jay Thomas, Trish Hatch, and McKenna Marchant were absent.**

**MOTION: Ammon Allen moved to adjourn.**

The meeting adjourned at 6:51 p.m.

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Chair

ATTEST:

JULIE DAVIS  
Executive Assistant  
Community Development Department

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2023



**MINUTES OF THE CITY OF WEST JORDAN  
CITY COUNCIL MEETING  
Wednesday, February 22, 2023 – 6:00 pm  
Approved March 8, 2023**

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

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## **1. CALL TO ORDER**

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

**STAFF:** Council Office Director Alan Anderson, Council Office Clerk Cindy Quick, Policy Analyst Cassidy Hansen, City Administrator Korban Lee, Community Engagement & Government Affairs Director Tauni Barker, Mayor Dirk Burton, Public Works Director Brian Clegg, Senior PC Specialist Rodney Glore, Fire Chief Derek Maxfield, Senior Planner Ray McCandless, Assistant City Attorney Duncan Murray, Civil Litigator Attorney Paul Dodd

Chair McConnehey called the meeting to order at 6:00 pm, and noted that Council Members Whitelock, Worthen, Jacob, and Pack were attending electronically.

## **2. PLEDGE OF ALLEGIANCE**

Scout Troup 6 led participants in the Pledge of Allegiance.

## **3. PUBLIC COMMENT**

**Chair McConnehey opened the public comment period at 6:02 pm**

### Citizen Comments:

Colleen Schow, West Jordan resident, expressed concern regarding an excessive number of feral cats causing property damage and health issues in her neighborhood. She felt the number of cats were increasing and asked the Council to help with the problem. Ms. Schow believed the effectiveness of the Trap Neuter Release program had diminished and was not controlling the problem in her neighborhood.

Kirby Croyle with the League of Women Voters reported that West Jordan resident Amber Partridge had volunteered to review West Jordan Council meetings for the non-partisan League of Women Voters. She announced that more information about their group could be found at [www.lwvutah.org](http://www.lwvutah.org).

Amber Partridge, West Jordan resident, said she loved West Jordan and was excited to join the League of Women Voters.

**Chair McConnehey closed public comments at 6:10 pm**

#### **4. COUNCIL ADMINISTRATIVE ITEMS**

**a. Recognize Chair Whitelock and Vice Chair Green for Their Service in 2022**

Council Office Director Alan Anderson took the opportunity to thank former Council Chair Kayleen Whitelock for her service in 2022, and presented her with a gavel. He recognized former Vice Chair Kelvin Green for his service during 2020, 2021, and 2022, and presented him with a compass.

**b. Resolution No. 23-011 providing advice and consent to appoint Joshua D. Chandler as the West Jordan City Attorney**

City Administrator Korban Lee introduced Joshua Chandler and spoke of his professional background and experience. Mr. Lee recommended the Council provide advice and consent to appoint Mr. Chandler to the position of City Attorney. Mayor Burton expressed support for the appointment. Council Member Pack expressed support from the Mayoral Appointments subcommittee.

**MOTION: Council Member Green moved to APPROVE Resolution No. 23-011 providing advice and consent to appoint Joshua D. Chandler as the West Jordan City Attorney.**

**Council Vice Chair Bloom seconded the motion.**

**The vote was recorded as follows:**

**Yes: Chris McConnehey, Pamela Bloom, Kelvin Green, Zach Jacob, David Pack, Kayleen Whitelock, Melissa Worthen**

**No:**

**Absent:**

**The motion passed 7-0.**

#### **5. REPORTS TO COUNCIL**

**a. City Council Reports**

Council Member Green –

- Reported on a recent Association of Municipal Councils meeting where West Jordan GIS staff were featured during Maps on the Hill.
- Expressed appreciation to snow plow crews for work during recent storms.

Council Member Jacob –

- Reported of his official appointment to the Jordan Valley Water Conservancy Board.

Council Member Whitelock –

- Referencing HB 499 Homeless Services Amendments, notified Council Members that Millcreek was selected for the responsibility of temporary shelters for the next two years.
- She requested additional public comment time. Chair McConnehey requested a motion to reopen public comments following Reports.

Council Member Worthen –

- Reported on a recent Budget Subcommittee meeting.

Council Member Green –

- Reported on a recent Utility and Enterprise Fund Subcommittee meeting.
- Reported that applications for the West Jordan Youth Council would be available soon.

Chair McConnehey requested that subcommittee members take time during future Committee of the Whole meetings to obtain feedback from Council Members regarding their assignments.

**b. Council Office Report**

Council Office Director Alan Anderson reported five Council Members were registered to attend the Utah League of Cities and Towns Conference. He spoke of two upcoming Your Land Your Plan meetings. Mr. Anderson asked the Council for feedback regarding the City Council entry for the 2023 parade.

**c. Mayor's Report**

Mayor Dirk Burton reported on the grand opening of Nelson Frozen Custard in West Jordan, congratulated Council Member Jacob on his appointment to the JWCD Board, and volunteered at the airport over the weekend. He commended the West Jordan GIS Department for their work, and spoke of upcoming events in the community. Mayor Burton mentioned the City was accepting applications for the Planning Commission.

**d. City Administrator's Report**

Public Works Director Brian Clegg reported on recent snow removal efforts. Vice Chair Bloom thanked Mr. Clegg and his staff for their hard work. Chair McConnehey expressed appreciation for the level of care and attention to detail shown by the snow plow drivers.

**e. Legislative Update**

Public Affairs Director Tauni Barker commended the Public Works Department for their hard work, and reported on use of the City emergency weather alert email and text systems. She thanked her staff for their hard work that day. Ms. Barker provided an update regarding the current Legislative Session and bills that may impact West Jordan.

**f. Fire Department Performance Report – Chief Derek Maxfield**

Fire Chief Derek Maxfield thanked the Public Works Department for their work. Chief Maxfield presented a Strategic Five-Year Plan, and answered questions from the Council. Council Member Whitelock thanked the Chief for the report.

Chair McConnehey asked for a motion to reopen the public comment period.

**Council Member Whitelock moved to reopen the public comment period and Council Member Green seconded the motion, which passed by unanimous vote (7-0).**

**Chair McConnehey opened public comment at 6:56 pm**

Comments:

Aurelia Redd, West Jordan resident, speaking on behalf of her neighbors in the Sunburst neighborhood, voiced concerns regarding the feral cat population that had become more than a nuisance. She suffered from a severe cat allergy and reported of a medical emergency while putting decorations in her yard because of the regular presence of feral cats. Ms. Redd loved animals but asked the Council to put humans first.

Amy Brown Coffin, resident of West Jordan, commented regarding the rezoning of Jordan River Heights, which would directly impact her property. She asked that a traffic study be completed before any rezoning that would impact McDuff Lane and Brigadoon Park Drive. She wanted to see elements that would make the development cohesive and bring the right kind of value to the neighborhood.

Alexandra Eframo spoke of recent snow storms, and asked for a moment of silence to count blessings. Ms. Eframo expressed disappointment regarding the death of K9 Officer Maya.

Delon Fullmer, West Jordan resident, mentioned that his street was often not snow plowed because of a vehicle commonly parked on the street blocking snow plow access. He expressed hope that the situation could be solved by Code enforcement.

**Chair McConnehey closed public comments at 7:06 pm**

## **6. PUBLIC HEARINGS**

- a. Ordinance No. 23-07 a petition by Brandon Pehrson / Next Level Homes, LLC requesting a rezone of 9 acres from R-1-10G (Single-family residential 10,000 square foot minimum lots) to R-1-6 (MDA) (Single-family residential with a Master Development Agreement for 8,000 square foot minimum lots) for Jordan River Heights located at 9270/9290 South 1300 West*

Senior Planner Ray McCandless oriented the Council with the requested rezone from R-1-10G to R-1-6 with a Master Development Agreement for 8,000 square foot minimum lots for Jordan River Heights. The proposed rezone would not require a change to the Future Land Use Map. He showed a concept plan, and answered questions from the Council. Assistant City Attorney Duncan Murray answered questions regarding compelling countervailing public interest as available under Utah Code, and the possibility of lot frontage variances.

Council Member Green asked how far outside a development the City could require a developer to mitigate traffic impacts. Mr. Murray responded there needed to be a direct relationship between the development and the impact.

Brandon Pearson, applicant, said the minimum proposed lot size was 8,600 square feet, with five or six lots over 10,000 square feet. He said the main goal had been to come up with a street alignment that functioned well. Council Member Jacob asked how the street alignment was dependent on the lot size. He pointed out that the same street alignment

would be possible with zones other than R-1-6. Mr. Pearson said the request was for a reduced lot frontage.

### **Chair McConnehey opened a public hearing at 7:28 pm**

#### Comments:

Greg Pappas, West Jordan resident noted that he lived on Brigadoon Park Drive. He expressed concern that the proposed development would significantly increase traffic on Brigadoon. It was his understanding that the subject property contained wells, and asked how the wells would be addressed.

Delon Fullmer, West Jordan resident, noted he also lived on Brigadoon Park Drive and was opposed to the number of houses and the traffic mitigation proposed. He emphasized the belief that a traffic study needed to happen on Brigadoon Park Drive.

### **Chair McConnehey closed the public hearing at 7:32 pm**

**Seeing a request to comment from an online participant, Vice Chair Green moved to allow additional public comment. Vice Chair Bloom seconded the motion.**

Chris Coffin, West Jordan resident, voiced the same concerns that were expressed in the previous two comments. He asked why the applicant would not develop with R-1-8 if the same street alignment was possible.

### **Chair McConnehey closed the meeting to public comment at 7:38 pm**

Council Member Whitelock referred to the artisan well on the property, and said she wanted to see more in the MDA to address the well. She said she wanted more information regarding the water level on the property. Council Member Whitelock said she would not want to see a connecting road from the proposed development to the north.

Council Member Jacob said the Future Land Use Map had the subject property down as medium density, and said he did not believe the proposed R-1-6 concept would fit the intent of the Future Land Use Map.

Council Member Green said the Land Use Subcommittee did not like the proposed project when it was reviewed, and made recommendations that were not followed by the applicant. He expressed the opinion that the proposed narrow lot sizes could make the neighborhood more walkable if designed right. He commented that the Council could require the developer to put traffic calming measures on Brigadoon with R-1-6 zoning, but probably could not require the traffic calming measures with R-1-8 or R-1-10. He would not wait for a traffic study to require traffic calming measures. He would not approve speed tables, but suggested pinch points and gateways. Council Member Green suggested changes to the MDA at D(3), D(6), and D(7).

Assistant City Attorney Duncan Murray reported that the applicant indicated earlier that day agreement with the changes outlined by Council Member Green. Council Member Worthen said she agreed with Council Member Green and wanted to make sure the

requirement for traffic calming measures was in writing. Vice Chair Bloom wanted the residents to know the Council heard them loud and clear regarding traffic. She agreed with Council Member Whitelock in wanting more information regarding the water level and agreed with the changes suggested by Council Member Green.

Council Member Whitelock agreed with Council Member Jacob and felt hesitant to approve R-1-6. Chair McConnehey liked the mitigating efforts drafted by Council Member Green but was more inclined to agree with Council Members Jacob and Whitelock regarding the rezone.

**MOTION: Council Member Kelvin Green moved to postpone Ordinance No. 23-07 a petition by Brandon Pehrson / Next Level Homes, LLC requesting a rezone of 9 acres from R-1-10G (Single-family residential 10,000 square foot minimum lots) to R-1-6 (MDA) (Single-family residential with a Master Development Agreement for 8,000 square foot minimum lots) for Jordan River Heights located at 9270/9290 South 1300 West to no later than the second meeting in April.  
Council Member Pamela Bloom seconded the motion.**

Council Member Green wanted to give the developer time to consider comments from the Council. Council Member Jacob expressed opposition to the motion. He would be comfortable giving the applicant more time but was opposed to the proposed zoning and proposed lot size. He suggested the applicant apply to amend the Future Land Use Map. Council Member Green commented that a Future Land Use Map change was not necessary because R-1-6 was considered medium density by City Code. He stated the Council could not require traffic calming measures if the applicant went with R-1-8 or R-1-10. Council Member Green liked the idea of having an MDA to ensure a quality development.

Mr. Murray clarified that R-1-8 under the Future Lane Use Map was considered medium density, and R-1-6 was high density. He said the planners interpreted that R-1-6, with a minimum lot size of 8,000 square feet, could be seen as medium density. However, the Council was the final authority with zoning change, and could interpret it as high density.

**The vote was recorded as follows:**

**Yes: Chris McConnehey, Pamela Bloom, Kelvin Green, Melissa Worthen**

**No: Zach Jacob, Kayleen Whitelock, David Pack**

**Absent:**

**The motion passed 4-3.**

## **7. BUSINESS ITEMS**

**a. Ordinance No. 23-06 proposed amendments to Nuisance Animals and Animal Licensing Provisions in West Jordan City Code Title 6, Chapter 3, Section 6-3B-3 and 6-3B-4**

Council Office Director Alan Anderson presented proposed changes to City Code regarding nuisance animals and animal licensing to address raccoons and skunks, cat and dog licensing, and community cat caretakers as previously requested by the Council.

Vice Chair Bloom suggested a three-year permit for community cat caretakers. Chair McConnehey pointed out that domestic cat and dog owners were required to renew a license every year. Council Member Whitelock suggested community cat caretakers should be required to notify neighbors of the caretaking activities within 100 feet of the caretaking activities. Paul Dodd commented that State Code regarding community cats was rather ambiguous. Council Member Green suggested a notification radius of 200 feet. Council Member Whitelock said State Code regarding community cats might change. Vice Chair Bloom wanted to make sure West Jordan was setting an example for the State in taking care of both residents and the community cat colony by holding residents accountable for their actions.

**MOTION: Council Member Green moved to APPROVE Ordinance No. 23-06 amendments to Nuisance Animals and Animal Licensing Provisions in West Jordan City Code Title 6, Chapter 3, Section 6-3B-3 and 6-3B-4 – adding 200 feet and valid for three years.  
Council Vice Chair Bloom seconded the motion.**

Council Member Jacob noted that he would vote in favor but was not sure the changes would have the desired effect. Council Member Pack believed the changes were a good start, but hoped that more could be done.

**The vote was recorded as follows:**

**Yes: Chris McConnehey, Pamela Bloom, Kelvin Green, Zach Jacob, David Pack, Kayleen Whitelock, Melissa Worthen**

**No:**

**Absent:**

**The motion passed 7-0.**

***b. Ordinance No. 23-02 amending West Jordan City Code Title 2, Chapter 6, Section 2 and 3 to modify the criteria for entities to obtain monetary or non-monetary assistance from the City***

On January 18, 2023, the City Council discussed amendments to Code regarding monetary and non-monetary assistance. Council Member Green proposed language on January 18<sup>th</sup> intended to ensure staff discretion to audit or have an outside auditor.

**MOTION: Council Member Green moved to APPROVE Ordinance No. 23-02 amending West Jordan City Code Title 2, Chapter 6, Sections 2 and 3 regarding monetary and non-monetary assistance. Vice Chair Bloom seconded the motion.**

Jared Tingey noted that changes were made to Sections 1, 2, and 3, and requested that the motion refer to all three sections. Council Member Green withdrew the motion.

**MOTION: Council Member Green moved to APPROVE Ordinance No. 23-02 amending West Jordan City Code Title 2, Chapter 6, Section 1, 2, and 3 regarding monetary and non-monetary assistance.  
Council Vice Chair Bloom seconded the motion.**

**The vote was recorded as follows:**

**Yes: Chris McConnehey, Pamela Bloom, Kelvin Green, Zach Jacob, David Pack, Kayleen Whitelock, Melissa Worthen**

**No:**

**Absent:**

**The motion passed 7-0.**

**c. *Ordinance No. 23-03 amending West Jordan City Code Title 3, Chapter 4 Section 1 and 2 regarding the waiver of fees, fines, and non-profit assistance to conform with Utah State Code Section 10-8-2 Power and Duties of Municipalities***

On January 18, 2023, the Council discussed amendments to City Code related to fee waivers to be in compliance with State Code. Mr. Anderson said Ordinance No. 23-03 and Ordinance No. 23-04 were prepared with changes requested by the Council.

**MOTION: Council Member Green moved to APPROVE Ordinance No. 23-03 amending West Jordan City Code Title 3, Chapter 4 Section 1 and 2 regarding waiver of fees, fines and non-profit assistance. Vice Chair Bloom seconded the motion.**

**The vote was recorded as follows:**

**Yes: Chris McConnehey, Pamela Bloom, Kelvin Green, Zach Jacob, David Pack, Kayleen Whitelock, Melissa Worthen**

**No:**

**Absent:**

**The motion passed 7-0.**

**d. *Ordinance No. 23-04 amending the 2009 West Jordan City Code Title 1, Chapter 7, Section 5 Discretionary Authority of the Mayor and Section 6 Limitations of Authority of the Mayor***

Mr. Anderson said Ordinance No. 23-04 was prepared, along with Ordinance No. 23-03, with changes requested by the City Council regarding fee waivers.

**MOTION: Council Member Green moved to APPROVE Ordinance No. 23-04 amending the 2009 West Jordan City Code Title 1, Chapter 7, Section 5 Discretionary Authority of the Mayor and Section 6 Limitations of Authority of the Mayor. Vice Chair Bloom seconded the motion.**

**The vote was recorded as follows:**

**Yes: Chris McConnehey, Pamela Bloom, Kelvin Green, Zach Jacob, David Pack, Kayleen Whitelock, Melissa Worthen**

**No:**

**Absent:**

**The motion passed 7-0.**

***e. Resolution No. 23-012 authorizing the Mayor to execute an employment agreement with a severance clause in excess of three months' salary and benefits***

City Administrator Korban Lee said the Council voted to appoint a new City Attorney earlier in the meeting. Resolution No. 23-012 would execute an employment agreement and severance clause for the new hire.

Council Member Worthen stated concerns regarding a severance clause providing more than the three months' salary and benefits provided to other department heads. Council Member Pack said he respected other points of view, but the rules of the game had changed with a mayor now having the ability to dismiss director-level appointments at will. He said he believed the severance clause was needed to justify the risk an individual would be taking in accepting the position.

Council Member Whitelock commented that Utah was a Right-to-Work State, and anyone could lose their job at any time. She said residents were against severance clauses, and although she liked the individual appointed to the City Attorney position, she was fundamentally opposed to the package. Chair McConnehey emphasized that the disagreement was not personal, and the Council was thrilled to have Josh Chandler join City staff.

**MOTION: Council Member Green moved to APPROVE Resolution No. 23-012 authorizing the Mayor to execute an employment agreement with a severance clause in excess of three months' salary and benefits.  
Council Vice Chair Bloom seconded the motion.**

The vote was recorded as follows:

**Yes: Chris McConnehey, Pamela Bloom, Kelvin Green, Zach Jacob, David Pack**

**No: Kayleen Whitelock, Melissa Worthen**

**Absent:**

The motion passed 5-2.

## **8. CONSENT ITEMS**

***a. Approve Meeting Minutes***

- ***December 21, 2022 – Regular City Council Meeting***
- ***December 21, 2022 – Committee of the Whole Meeting***
- ***January 25, 2023 – Regular City Council Meeting***
- ***January 25, 2023 – Committee of the Whole Meeting***
- ***February 8, 2023 – Regular City Council Meeting***

**MOTION: Council Member Green moved to APPROVE consent items as listed. Vice Chair Bloom seconded the motion.**

**All voted in favor and the motion passed unanimously (7-0).**

## **9. COUNCIL MEETING WRAP UP**

***a. City Council Remarks***

Chair McConnehey –

- Announced that Heartland Elementary and West Jordan Elementary invited Council Members to participate in Dr. Seuss Day.
- Noted that the Council could meet in a work session and closed session following the Council meeting if time allowed.

Council Member Whitelock –

- Asked to go into the closed session before the work session.
- Gave a shout-out to the Public Works Department.
- Overheard a West Jordan Officer recently sharing with community members that West Jordan was a great place to work.

Council Member Pack –

- Expressed appreciation to everyone working for West Jordan.
- Enjoyed participating in Dr. Seuss Day every year.
- Spoke of recent NBA events in Salt Lake City.
- Thanked the Mayor for public outreach regarding the open position on the Planning Commission.
- Hoped more could be done by the City to improve the feral cat problem.

Council Member Worthen –

- Shared a West Jordan Fire Department social media post speaking of gratitude for those who helped each other in the community.

Council Member Green –

- Thanked the Council for the recognition of his years of service as Council Vice Chair.

Vice Chair Bloom –

- Thanked neighbors who rushed to help her when her vehicle was stuck in the snow earlier that day.

***b. Council Administrative Items***

Chair McConnehey addressed administrative items with his remarks in 9(a).

**10. CLOSED MEETING**

***a. The City Council may temporarily recess the meeting to convene in a closed session***

**At 8:39 pm, Council Member Green moved to convene in a closed session to discuss the character, professional competence, or physical or mental health of an individual; pending or reasonably imminent litigation; the purchase, exchange, or lease of real property; or the sale of real property, including any form of a water right or water shares as provided by Utah Code Annotated §52-4-205. Vice Chair Bloom seconded the motion.**

**The vote was recorded as follows:**

**Yes: Chris McConnehey, Pamela Bloom, Kelvin Green, Zach Jacob, David Pack, Kayleen Whitelock, Melissa Worthen**

**No:**

**Absent:**

**The motion passed 7-0.**

The closed meeting began at 8:49 pm

Those present during the closed session included: Council Members Pamela Bloom, Kelvin Green, Zach Jacob, Chris McConnehey, David Pack (joined at 8:54 pm), Kayleen Whitelock, and Melissa Worthen; Mayor Dirk Burton; Chief Administrator Korban Lee; Jared Tingey; Council Office Clerk Cindy Quick; Council Policy Analyst Cassidy Hansen; Administrative Services Director Danyce Steck; Jamie Davidson; and Paul Dodd.

City Council Members discussed the purchase, exchange, or lease of real property as follows:

Property #1: 8:49 to 9:33 pm

**Council Member Whitelock moved to adjourn the closed session. Council Member Worthen seconded the motion. All voted in favor and the motion passed unanimously (7-0).**

The closed meeting adjourned at 9:34 pm

**11. ADJOURN**

**Council Member Green moved to adjourn the Council meeting. Chair McConnehey seconded the motion, which passed by unanimous vote (7-0).**

The meeting adjourned at 9:38 pm

*I, Cindy Quick, hereby certify that the foregoing minutes represent an accurate summary of what occurred at the meeting held on February 22, 2023. This document constitutes the official minutes for the West Jordan City Council Meeting.*

Cindy M. Quick, MMC  
Council Office Clerk

Approved this 8<sup>th</sup> day of March 2023



## PLANNING COMMISSION STAFF REPORT

**SUBJECT: Jordan River Heights Rezone**

**SUMMARY: Jordan River Heights;** 9270/9290 South 1300 West; Rezone 9 acres from R-1-10G (Single-family residential 10,000 square foot minimum lots) to R-1-6 (MDA) (Single-family residential with a master development agreement for 8,000 square foot minimum lots) Zone; Next Level Homes, LLC/Brandon Pehrson (applicant) [Ray McCandless/Krista Riester/Dave Murphy #28870; parcel 27-03-476-046, 045]

**STAFF RECOMMENDATION:** Approval

**MOTION RECOMMENDED:** “Based on the information and findings set forth in this staff report and upon the evidence and explanations received today, I move that the Planning Commission forward a positive recommendation to the City Council.”

**CONDITIONS AND REQUIREMENTS OF APPROVAL:** Approval of a Master Development Agreement.

**I. BACKGROUND:**

This property is located at 9270/9290 South 1300 West. It is comprised of two parcels of land, a 2.70-acre parcel and a 6.30-acre parcel with a combined total of 9.0 acres. The property has an existing single-family dwelling on the northeast corner of the property which will remain as is. The rest of the property is vacant. The applicant plans to develop the property into a 34-lot single-family residential subdivision in the near future.

**II. GENERAL INFORMATION & ANALYSIS:**

The subject property’s surrounding zoning and land uses are as follows:

	<b>Future Land Use</b>	<b>Zoning</b>	<b>Existing Land Use</b>
<b>North</b>	High Density Residential	R-1-4(PS)	Single-Family Residential
<b>South</b>	Low Density Residential/Parks and Open Land	R-1-12F and A-5	Single-Family Residential/Agricultural
<b>West</b>	Medium Density Residential	R-1-10G	Residential
<b>East</b>	Low Density Residential	A-5	Agricultural

The property is currently zoned R-1-10G (single-family residential 10,000 sq. ft. minimum lot size). The applicant wishes to develop the property as though it were zoned R-1-8 with minimum 8,000 square foot lots but is requesting to rezone the property to R-1-6 to be able to reduce the minimum lot widths from 75’ (the minimum lot width required in the R-1-8 zone) to a minimum of 60’ as

allowed in the R-1-6 zone. A draft Master Development Agreement has been prepared which would allow the lot widths to be a minimum 60' wide but would obligate the property owner to develop the property under R-1-8 lot area and building setback standards.

This item was discussed at the City Council Land Use Subcommittee on July 12, 2022 (minutes attached). Generally, Councilmembers seemed ok with the property going from an R-1-10 zone to an R-1-8 zone and were not opposed to 60' lot widths; However, they were concerned that rezoning the property to R-1-6 could result in the property developing under R-1-6 standards if the MDA were ever amended.

In the attached Council Land Use Subcommittee meeting minutes (Exhibit E) it was suggested other options could be considered to avoid zoning the property to R-1-6. These options included the following:

- 1) Amend the R-1-8 zone (and possibly other zones) to allow narrower lots. Although this is an option, staff is of the opinion that the lot widths should be left as is since most of the City is already developed under the current lot width standards.
- 2) Amend the zoning ordinance to allow modifications to zoning standards through an MDA or do an MDA instead of rezoning the property. An MDA is a tool used to obligate a developer to more restrictive standards than would otherwise be allowed in a zone; However, an MDA cannot be used to relax zoning standards. A required lot area or required lot width, for example, could not be reduced in size below the zone required minimums through use of an MDA.

Although the Council Land Use Subcommittee does not appear to be in favor of rezoning the property to R-1-6, the applicant opted to proceed with R-1-6 (MDA) zoning. Should the City Council agree with the R-1-6 (MDA) zoning, the MDA would be approved first followed by approval of the ordinance to rezone the property.

### **III. FINDINGS OF FACT:**

#### **Section 13-7D-7(A): Amendments to the Zoning Map**

Prior to recommending approval of an amendment to the Zoning Map, the Planning Commission shall make the following findings:

***Criteria 1: The proposed amendment is consistent with the purposes, goals, objectives, and policies of the City's General Plan.***

**Staff Analysis:** The applicant is proposing to rezone this 9.0-acre property from R-1-10G (Single-family residential 10,000 square foot minimum lots) to R-1-6 (MDA) (Single-family residential with a master development agreement for 8,000 square foot minimum lots).

The Future Land Use Map designates this property as Medium Density Residential. Although the property would be rezoned to R-1-6(MDA), the R-1-8 zoning standards which this property would be developed under, is consistent with the Medium Density Residential designation in the General Plan. The gross density of the proposed development is 3.77 dwelling units per acre which is also consistent with the Medium Density Residential land use designation. Although the property will be rezoned to R-1-6 (MDA), the proposed zoning will not be contrary to the general plan as the lots will be a minimum of 8,000 square feet and meet R-1-8 building setback standards.

The General Plan states:

*“While lower density single-family residential uses are most preferred in West Jordan, the city should also address in its General Plan a range of residential densities and housing types in order to provide housing opportunities for all age groups and income levels.”*

The proposed development will provide higher-end single-family homes which meets this goal.

Furthermore, the Plan states:

*“Single-family housing should be the primary residential development type in the city.*

The single family as conceptually proposed would provide a transition between the R-1-4(PS) (4,000 square foot lot minimum lot size) and the R-1-12F (12,000 square foot minimum lot size) homes to the south.

**Staff Opinion:** The proposed amendment is consistent with the purposes, goals, objectives, and policies of the City’s General Plan.

**Criteria 2:** *The proposed amendment will result in compatible land use relationships and does not adversely affect adjacent properties.*

**Staff Analysis:** The concept plan shows 34 single family homes on a street extending from 1300 West to Mac Duff Lane (1477 West). The proposed development is compatible with adjoining property which is primarily single family residential. There is an existing home on the west side of the property that is not part of the development and will remain as is. The concept plan shows a pedestrian connection to 1500 West between this home and the development which may or may not become a street connection sometime in the future.

**Staff Opinion:** The proposed amendment will result in compatible land use relationships and does not adversely affect adjacent properties.

**Criteria 3:** *The proposed amendment furthers the public health, safety and general welfare of the citizens of the city.*

**Staff Analysis:** The change of zoning will not harm the public health, safety or welfare of the city as a whole. The change of zoning will not change emergency service response efforts.

**Staff Opinion:** The proposed amendment furthers the public health, safety and general welfare of the citizens of the city.

**Criteria 4:** *The proposed amendment will not unduly impact the adequacy of public services and facilities intended to serve the subject zoning area and property than would otherwise be needed without the proposed change, such as, but not limited to, police and fire protection, water, sewer and roadways.*

**Staff Analysis:** Significant improvements will need to be made to utility infrastructure to support this project, particularly with regard to sanitary sewer and water service as noted in the Engineering Department comments.

Engineering Comments:

1. Sanitary sewer along 1300 West is at capacity, which would be the connection point for a development at this location. The sewer needs to be upsized to a 12” along 1300 West from 9000 South to the city boundary. The developer would need to provide this sanitary sewer improvement in order to construct the development. The city would reimburse a certain amount towards the upgraded sewer when funds become available, and after a reimbursement agreement is signed, but the availability of funds may take years. If the developer chooses to proceed with the development and the necessary sewer system upgrades, 1300 West is scheduled to be repaved along this stretch. Construction for paving is scheduled for late 2023 to early 2024. The developer may choose to replace sanitary sewer before paving in order to save some cost up front to the developer.
2. A portion of 1300 West will need to be dedicated and built out to City Standards to include sidewalk, curb and gutter. Additional vehicular and pedestrian connectivity to the neighboring communities is necessary.
3. A detention pond will need to be established in accordance with the State Code for Low Impact Development. An oil/grease/water separator is required.
4. Overhead power will need to be buried in a 10 ft wide easement immediately on the east side of the east property line at the cost of the owner/developer.
5. Water distribution system needs to be connected to Mac Duff Lane, 1300 W, and 1500 W. In addition, building permit availability may be limited until the construction of the second Cemetery Reservoir is completed at 3400 West 9000 South. Zone 1 water storage is limited based upon current analysis numbers.
6. Based on Engineering’s experience with groundwater in the area, an underdrain system is recommended if basements are desired in the development.
7. A storm drain system will need to be developed for the parcels
8. A SWPPP plan is required.

Traffic Engineer:

1. Dedicate and construct 1300 West and sidewalk along frontage and show property driveways to the east to check for conflicts.
2. Connect to the north if needed (sidewalk and street).

Fire Comments:

1. Show the closest existing fire hydrant on 1300 w and on Mac Duff Lane and their distance to the project.

**Staff Opinion:** Significant connections/improvements to the City’s sewer and water utility systems are required to develop this property as requested.

**Criteria 5:** *The proposed amendment is consistent with the provisions of any applicable overlay zoning districts which may impose additional standards.*

**Staff Analysis:** The property is not located in any overlay district which may impose additional standards.

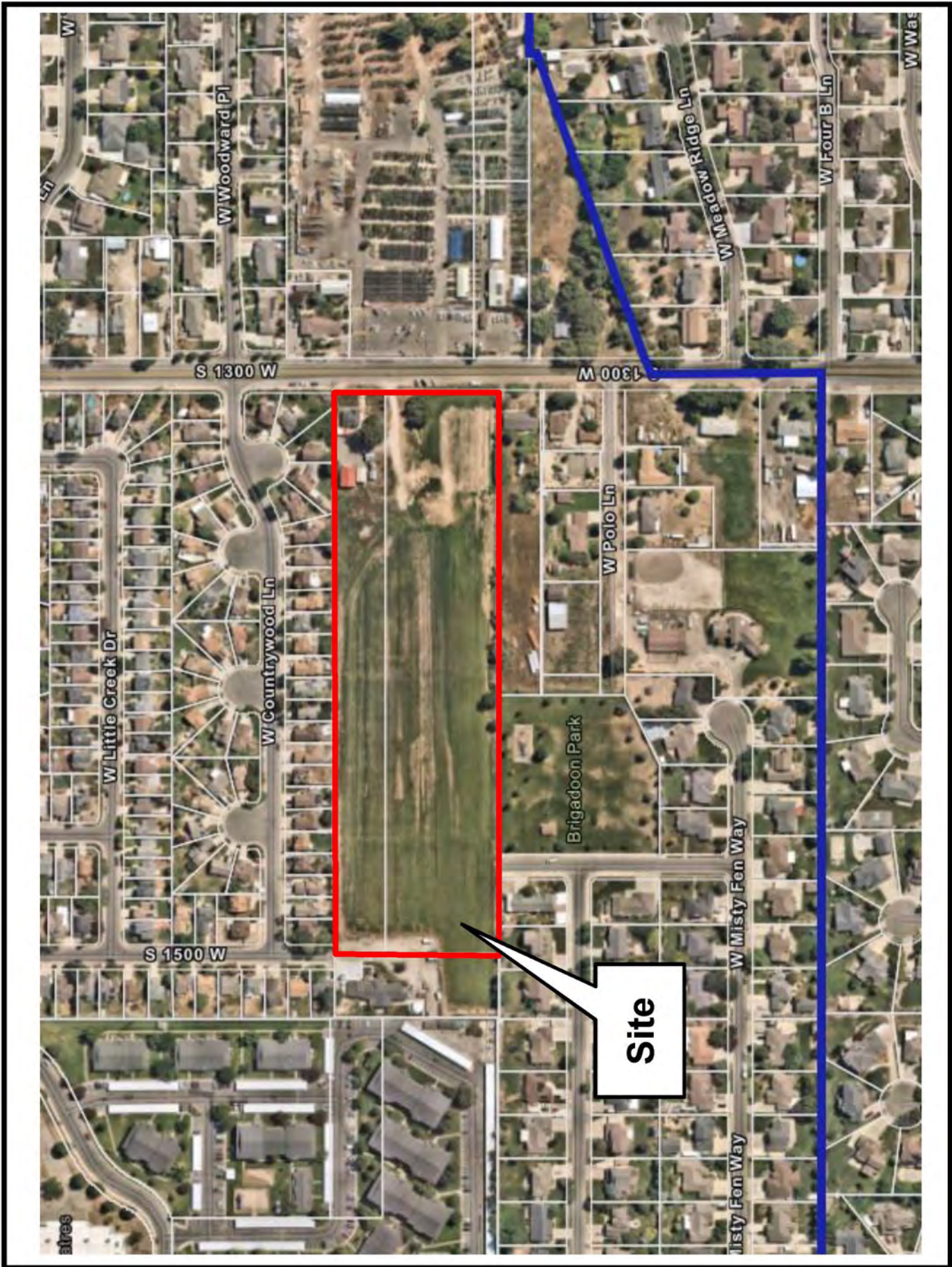
**Staff Opinion:** The proposed amendment is consistent with the provisions of any applicable overlay zoning districts which may impose additional standards.

**IV. CONCLUSION:**

Rezoning the property to R-1-6 (MDA) to accommodate reduced lot widths with the adoption of a Master Development Agreement requiring that the subdivision be otherwise developed under R-1-8 lot area and setback standards is appropriate for this property.

**V. ATTACHMENTS:**

- Exhibit A - Vicinity Map
- Exhibit B - Future Land Use Map
- Exhibit C - Zoning Map
- Exhibit D - Concept Plan
- Exhibit E - Council Land Use Subcommittee Minutes
- Exhibit F - Draft Master Development Plan

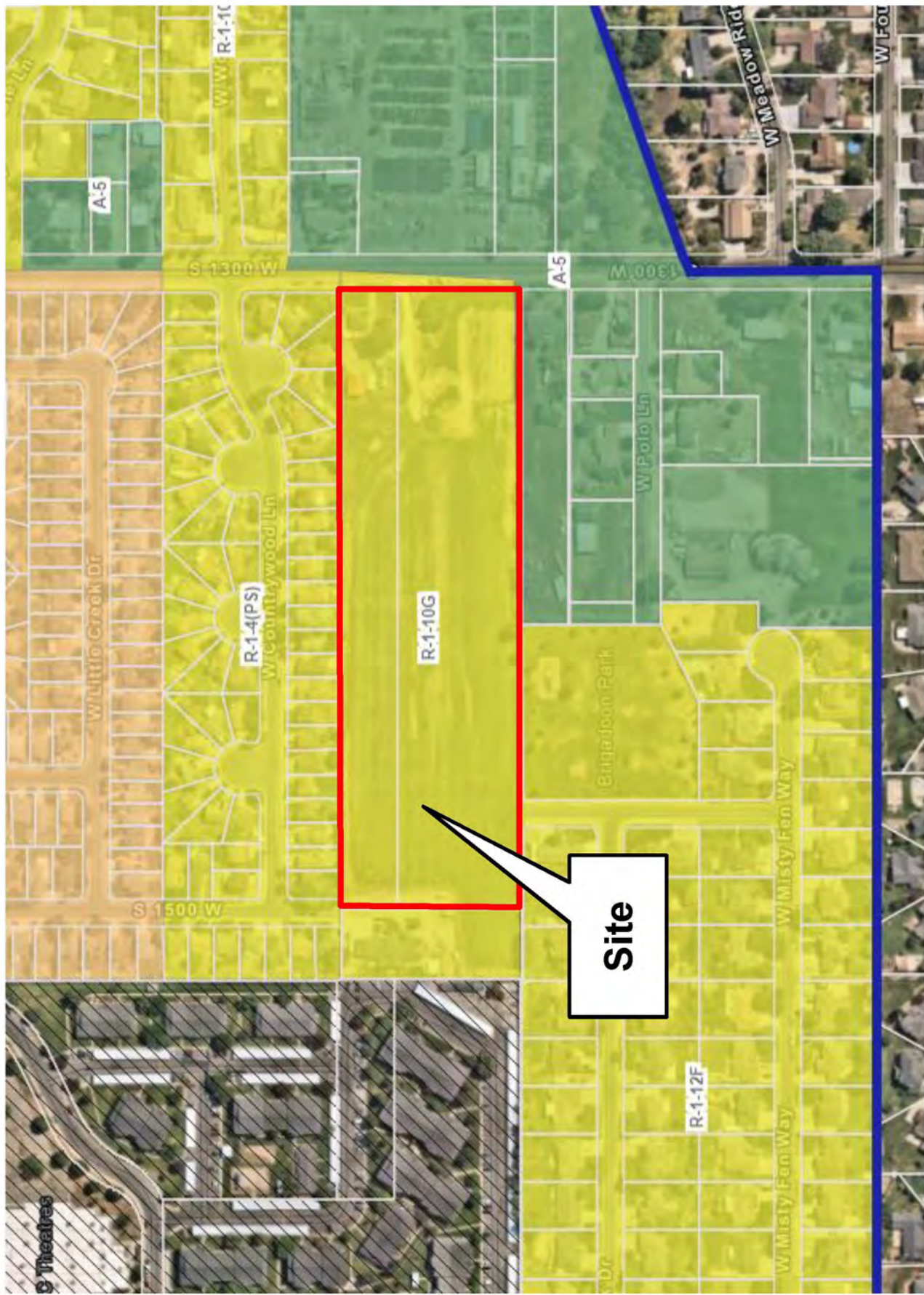


# Exhibit A Vicinity Map



# Future Land Use Map

# Exhibit B



# Zoning Map

# Exhibit C



#### 4. Jordan River Heights Concept — Kyle Denos

Kyle and Brandon briefly introduced. Purchased Peterson Farm eight months ago and it's zoned in medium density. We ended up with larger widths and frontages. Keeping footage 8266 – we're asking if they would be willing to reduce the frontages. From 100 to 75 feet? R1A is 75 feet and R16 goes to 60 feet. Homes that are very nice three car garage fit on 60 foot lot. Looking to build a nice 800K+ Trying to figure out how to get more lots with these nice homes and function well.

Kayleen on west or east of the street. Across from Glover Nursery. Kelvin so it's overflow parking for Glover. Brandon that's correct. Kim has some barely growing there now. Kayleen asked Duncan can we put a condition to not go smaller? Or we have to okay R16 period. Duncan said in the past we did zoning conditions – but no longer. Preferred method would be MDA and specify lot sizes. Kelvin we don't have anything that would require that. Duncan said correct but we had done simple MDA. Kelvin what would force the MDA to remain valid. Duncan said you can always do one even though the ordinance doesn't require it. Duncan said it's been done at least twice.

Kayleen asked about water and infrastructure? Duncan felt that was another reason. Kayleen likes what was presented but would like a MDA. Kelvin agreed. Not comfortable zoning R1-6. He would like to see an MDA. He'd rather see an exception to R1-8 saying set backs can be modified based on an MDA. Duncan felt that was preferable to do a code amendment. Kelvin since no water – we have time. An overall add to the ordinance. In any of R1-zones set back can be modified based on an approved MDA. R1-8 neighborhood without the frontage width. He referenced the east side down town on 13<sup>th</sup> east and higher and even in daybreak have narrow lots and longer. Makes it more walkable. If we adopt something that makes the lots narrow with a smaller setback. It's walkable and give a bigger yard to use.

Melissa felt the biggest concern was water. Not too much of a concern with the proposal.

Brandon felt that working with engineering if we got it improved as R1-6 if we stay with R1-8 they could approve it with the water they currently have.

Kelvin felt that may be true. He doesn't want them putting in smaller lots.

Duncan asked for clarification that it complies with ordinance instead of frontage.

Scott felt it was helpful but thinking about administration – how do you implement it and keep track of building permits. Looking at map he was cautious not to set a precedent. He wanted to figure out the least disruptive way – whether it's an MDA or code amendment to make it work.

Approve MDA first and then Rezone – even in the same meeting. Duncan all elements for frontage and water capacity gets signed before they approve MDA and zoning in the same meeting. Kelvin would prefer doing an MDA instead of a rezone. It would be better. HE felt they should work out the

water issue and not go R1-8. Work out a MDA first. Don't want to do a rezone. Scott said current zoning R1-10 – Kelvin okay to go from R1-10 to R1-8. Kayleen agreed. Not okay with R1-6.

Scott felt that neighborhood connectivity mattered. Kelvin understood and agreed.

Brandon understood. Wanted to make an open community.

Kelvin felt they could work it out and make sure it won't go to R1-6 in that area.

Kelvin suggested looking at the zone and seeing about setbacks.

***Recording Requested By and  
When Recorded Return to:***

City of West Jordan  
Attention: City Recorder  
8000 South Redwood Road  
West Jordan, Utah 84088

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For Recording Purposes Do  
Not Write Above This Line

**MASTER DEVELOPMENT AGREEMENT  
For the Jordan River Heights Development**

The City of West Jordan, a Utah municipal corporation (the “**City**”) and Next Level Homes, LLC, a Utah Limited Liability Company (“**Master Developer**”), enter into this Master Development Agreement (this “**Agreement**” or “**MDA**”) as of the date the City’s mayor (“**Mayor**”) signs this Agreement (“**Effective Date**”), and agree as set forth below. The City and the Master Developer are jointly referred to as the “**Parties**”. Each party may be referred to as a “**Party**”. The current property owner of the “**Property**” (see definition in Recital 1 below) is Jordan River Heights, LLC, a Utah Limited Liability Company (“**Property Owner**”), who acknowledges and consents to this Agreement and agrees to be bound to all the terms of this Agreement (as set forth in Section F.1 and the OWNER ACKNOWLEDGEMENT AND CONSENT below).

**RECITALS**

1. Master Developer has entered into an agreement or agreements for the purchase of approximately 9.0 acres of certain real property, located at approximately 9270/9290 South Temple Drive and identified as *Assessor’s Parcel Numbers 27034760450000 and 27034760460000* (the “**Property**”). See the Legal Description of the Property, attached as **Exhibit F** and the Aerial Map (showing the location of the Property), attached as **Exhibit A**. The development identified in this Agreement, together with the Exhibits, including in the “**Concept Plan**”, attached as **Exhibit G**, is referred to herein as the “**Project**” or the “**Development**”.

2. The Property is currently designated as Medium Density Residential on the existing Future Land Use Map (“**Existing Future Land Use Map**”) and is proposed to remain as Medium Density Residential on the proposed Future Land Use Map (“**Proposed Future Land Use Map**”). See the “Existing Future Land Use Map” attached as **Exhibit B** and the “Proposed Future Land Use Map” attached as **Exhibit C**.

3. The Property is currently located in the R-1-10G Zone (Single-Family Residential Zone, with 10,000 Square Foot Minimum Size Lots, with G Size Homes) (“**Current Zone**”) and is proposed to be rezoned to the R-1-6(MDA) Zone (Single-Family Residential Zone, with 8,000 Square Foot Minimum Size Lots, subject to a Master Development Agreement) (“**New Zone**” and “**Rezone**”). See the “Existing Zoning Map” attached as **Exhibit D** and the “Proposed Zoning Map” attached as **Exhibit E**.

4. Master Developer has sufficient resources to develop the Project in its entirety. Master Developer acknowledges and agrees that the City currently has limited utility infrastructure available for the Project and agrees to be bound by these limitations, as set forth in Section D of the Terms below.

5. This Project is a residential development, with residential dwellings to be constructed, consistent with the Concept Plan, on the Property within the New Zone. The Development is limited to a maximum of thirty-four (34) single-family residential dwelling units.

6. Master Developer may develop the Property in multiple phases and has contracted with the Property Owner to purchase and develop the Property in a manner that is consistent with this Agreement.

7. The Property will be developed in accordance with the Concept Plan and subdivision plat(s) approved by the City, the City Code, and as further refined by this Agreement.

8. The following Exhibits are attached hereto and incorporated herein by reference:

**Exhibit A** – Aerial Map

**Exhibit B** – Existing Future Land Use Map

**Exhibit C** – Proposed Future Land Use Map

**Exhibit D** – Existing Zoning Map

**Exhibit E** – Proposed Zoning Map

**Exhibit F** – Legal Description of the Property

**Exhibit G** – Concept Plan

**Exhibit H** – Form of Transfer Acknowledgment and Consent

9. The Parties acknowledge that the development and improvement of the Property pursuant to this Agreement will add value for the Master Developer and will provide certainty useful to all Parties in ongoing and future dealings and relations among the Parties.

**NOW THEREFORE**, based upon the foregoing recitals and in consideration of the mutual covenants and promises contained and set forth herein, the Parties agree as follows:

## TERMS

**A. Recitals; Definitions.** The Recitals and Exhibits are incorporated herein by this reference. Any capitalized term used but not otherwise defined in this Agreement shall have the meaning ascribed to such term in the City's Land Use Regulations.

**B. Condition(s) Precedent.** As a condition precedent to the obligations of the Parties:

1. Failure to Close on the Property Transactions. The rights and authority of Master Developer to develop the Property pursuant to the terms of this Agreement are contingent upon and shall only come into being as Master Developer closes on and purchases the entirety of the Property from the Property Owner. The Parties acknowledge that without the purchase of the entirety of the Property, this Agreement and Concept Plan will not function.

2. Approval of this Agreement. The rights and authority of Master Developer to develop the Property pursuant to the terms of this Agreement are contingent upon and shall only come into being if the City Council of West Jordan (“**City Council**” or “**Council**”), in its sole legislative discretion, approves, by Ordinance, this Agreement.

3. Approval of Rezone. The rights and authority of Master Developer to develop the Property pursuant to the terms of this Agreement are contingent upon and shall only come into being if the City Council, in its sole legislative discretion, approves, by Ordinance, the Rezone.

4. Resolve Deed of Trust Issue. There is currently a Deed of Trust against the Property, which was recorded on or about January 2022. The rights and authority of Master Developer to develop the Property pursuant to the terms of this Agreement are contingent upon and shall only come into being if the Master Developer: (a) causes the beneficiary or beneficiaries of said Deed of Trust to consent and subordinate said Deed of Trust to this Agreement; or (b) takes other similar action which is approved of in writing by and in the sole discretion of the Mayor, upon a recommendation from the City’s Real Property Administrator.

**C. Governing Regulations; and Conflicting Provisions.** The Property, if developed, shall be developed in accordance and consistent with the “**Governing Regulations**”, in the following hierarchy of levels of documents: (i) first (highest level), the provisions of this Agreement, including the Concept Plan and all the other Exhibits, and (ii) second, the requirements and benefits provided for under the “**City’s Current Land Use Regulations**” (those in effect as of the Effective Date, including, but not limited to, titles 5, 8 through 15, and 17 of the West Jordan City Code and the Public Works and Engineering Standards). Any conflicting provisions shall be resolved in favor of the higher level of document.

**D. Development Obligations.**

1. Concept Plan and Subdivision Plat(s). In addition to the Master Developer complying with the provisions of the Governing Regulations, development of the Property by the Master Developer shall be in accordance with the City-approved Concept Plan and subdivision plat(s). Any required subdivision plat(s) and/or similar application(s) may be submitted to the City at any time after approval of the Rezone and this Agreement. Building permits are subject to the completion of the Development Obligations set forth in the remainder of this Section D. The approval of subdivision plat(s) shall not be unreasonably withheld by the City.

2. Culinary Water. The City has the available culinary water facilities necessary for the Master Developer to connect to in order to develop this project. A looped water system will be required during the subdivision approval process.

3. Sanitary Sewer. The Master Developer will need to install a master planned 12-inch sanitary sewer line in 1300 West (Temple Drive), from 9000 South to approximately 9400 South, as determined by the City’s Public Utilities Department, in its sole and absolute determination, as part of the development and prior to building permits being issued on the project. Without these improvements, the existing sanitary sewer system will not have capacity for the proposed development. A separate reimbursement agreement may be submitted to the City Council for approval which would reimburse the Master Developer for the “upsized portion” of the sanitary sewer line which represents “System Improvements”, instead of “Project Improvements”.

4. Storm Water. The Master Developer shall follow current City storm water standards which require onsite detention, low impact development, and the discharge of storm water into an approved City storm water system at a rate not to exceed the capacity of the existing system.

5. Irrigation. There is a private irrigation line on the Property. Any changes in the irrigation system must be approved by the irrigation users.

6. Underdrain system. An underdrain system is currently on the Property. The Master Developer shall provide an approved easement for this system that allows for access and maintenance. High ground water may limit the use of basements in the subdivision unless a system is provided which lowers the ground water level.

7. Miscellaneous Obligations and Requirements.

- a. Any remaining necessary right-of-way street dedication of 1300 West Street is required (in addition to any right-of-way street dedication that may have already been completed by any City project);
- b. Any remaining necessary curb, gutter, sidewalk, landscaping, and a street wall shall be constructed and installed in 1300 West Street, and all connections to adjacent properties shall be completed according to City standards (to complete any similar work that may have already been partially completed by any City project);
- c. A public pedestrian connection from the interior subdivision street to 1500 West Street shall be (1) constructed and (2) maintained by a homeowners' association;
- d. All residential lots shall be at least 8,000 square feet and shall meet all applicable R-1-8 Zone building setback requirements;
- e. Architectural standards shall be prepared by the Developer and shall be included with the subdivision plat(s) and other application(s);
- f. The plat for the Development shall identify which entity or person shall own and maintain the detention basin; and
- g. The Development is required to meet all subdivision requirements and engineering standards.

**E. Development Rights; and Reserved Legislative Powers.**

1. Development Rights. Master Developer shall have the right to develop and construct the Project in accordance with the terms and conditions of this Agreement and the City Code. For purposes of this Agreement, the term "Substantial Construction" means completion of at least twenty-five percent (25%) of the value of all the public and nonpublic improvements in each phase of the Project, as determined by the city engineer or his designee. If from the Effective Date either (i) no Substantial Construction has occurred within five (5) years or (ii) any part of the Project has not been completed within ten (10) years, the City may unilaterally terminate this Agreement.

2. Reserved Legislative Powers. The Master Developer acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City all police powers that cannot be so limited.

**F. Term of this Agreement; Agreement Runs with the Land; and Vested Rights.** Subject to Section B above, the obligations of the Parties under this Agreement shall take effect as of the Effective Date), shall run with the land, and shall continue in full force and effect until all obligations hereunder have been fully performed and all rights hereunder fully exercised. Unless the Parties mutually agree to extend the term by written agreement, this Agreement shall not extend beyond a period of ten (10) years from its date of recordation in the office of the Salt Lake County Recorder. If the Property has not been fully developed consistent with this Agreement prior to its termination, the undeveloped Property may not be developed until one of the following occurs: (i) a new written agreement has been negotiated and executed by the Parties or successors in interest, governing development of the Property; or (ii) Master Developer or its successor in interest applies to the City for zoning and the City Council, in its sole legislative discretion approves either the requested or different zoning.

1. Agreement Runs with the Land. This Agreement shall be recorded against the Project. The agreements, benefits, burdens, rights, and responsibilities contained herein, including all vested rights and obligations of Master Developer, shall be deemed to run with the land and shall be binding on and shall inure to the benefit of the successors in ownership of the Project, or portion thereof, as applicable, with respect to that portion of the Project owned by such successors in ownership. This Agreement, and the Development Application, shall also apply to the Property Owner and to any other current owners of real property, if any, in the Project, and their assigns, who are bound to all the terms of this Agreement. Nothing in this Agreement shall apply to residents or property owners who purchase developed lots or units within the Project.

2. Vested Rights Granted by Approval of this MDA. To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this MDA grants the Master Developer all rights to develop the Project in fulfillment of this MDA (including the Concept Plan), the City's Current Land Use Regulations, and the New Zone, except pursuant to Section F.3 below and as otherwise specifically provided herein. The Parties specifically intend that this MDA grant to the Master Developer "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann. § 10-9a-509 (2022).

3. Applicability of the City's Future Land Use Regulations. The City's "**Future Land Use Regulations**" (those becoming effective after the Effective Date) are only applicable to the Project as follows:

- a. Agreement by the Master Developer. Future Land Use Regulations that the Master Developer agrees in writing to the application thereof to the Project;
- b. State and Federal Compliance. Future Land Use Regulations which are generally applicable to all properties in the City and which are required to comply with State and Federal laws and regulations affecting the Project;
- c. Uniform Codes. Any Future Land Use Regulations that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, fire or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual on Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;
- d. Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed



to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. Master Developer represents and warrants it is fully formed and validly existing under the laws of the State of Utah, and that it is duly qualified to do business in the State of Utah and is in good standing under applicable state laws. The Parties warrant to one another that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the Parties on whose behalf each individual is signing. Before signature of this Agreement, all trustees of any trust who are acting on behalf of the trust as a party to this Agreement or subsequent agreements must produce proof to the City's satisfaction that the signatory signing this Agreement is indeed the legally authorized trustee of the trust. The Master Developer represents to the City that by entering into this Agreement, Master Developer has bound all persons and entities having a legal or equitable interest in the Property to the terms of this Agreement as of the Effective Date.

6. Entire Agreement. This Agreement, including Exhibits to this Agreement and all other documents referred to in this Agreement, contains the entire agreement of the Parties with respect to the subject matter hereof and supersede any prior promises, representations, warranties, inducements or understandings between the Parties which are not contained in such agreements, regulatory approvals and related conditions.

7. Amendment. This Agreement may be amended in whole or in part with respect to all or any portion of the Property by the mutual written consent of the Parties to this Agreement. Any such amendment of this Agreement shall be recorded in the official records of the Salt Lake County Recorder's Office. Moreover, any amendment to this Agreement not recorded in the Salt Lake County Recorder's Office shall be void *ab initio*.

8. Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement. This Agreement shall otherwise remain in full force and effect provided the fundamental purpose of this Agreement and Master Developer's ability to complete the development of the Property is not defeated by such severance.

9. Governing Law. The laws of the State of Utah shall govern the interpretation and enforcement of the Agreement. The Parties agree that the venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Salt Lake County, Utah. The Parties hereby expressly waive any right to object to such choice of law or venue.

10. Default.

a. If Master Developer or the City fail to perform their respective obligations hereunder or to comply with the terms hereof, the party believing that a default has occurred shall provide notice to the other party as provided herein. If the City believes that the default has been committed by a third party, then the City shall also provide a courtesy copy of the notice to Master Developer. The Notice of Default shall:

- (1) Specify the claimed event of default by identifying with particularity specific provisions of this Agreement, and any applicable law, rule, or regulation that the Party is claimed to be in default;
- (2) Identify why the default is claimed to be material; and
- (3) If a party chooses, in its discretion, propose a method and time for curing the default which shall be of no less than sixty (60) days duration.

b. Upon the issuance of a Notice of Default, the Parties shall meet within ten (10) business days and confer in an attempt to resolve the issues that are the subject matter of the Notice of Default.

11. Remedies. If, after meeting and conferring, the Parties are not able to resolve an alleged default, then the Parties may have the following remedies:

a. The rights and remedies available at law and in equity, including, but not limited to injunctive relief, specific performance and termination;

b. The right to draw on any security posted or provided in connection with the Project and relating to remedying a default; and

c. The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project on those properties owned by the defaulting party.

12. Emergency Defaults. Anything in this Agreement notwithstanding, if the Council finds on the record that a default materially impairs a compelling, countervailing interest of the City and that any delays in imposing such a default would also impair a compelling, countervailing interest of the City then the City may impose the remedies of Section G.11 without meeting the requirements of Section G.10. The City shall give Notice to Master Developer and/or any applicable successor or assign of record, of any public meeting at which an emergency default is to be considered and the allegedly defaulting party shall be allowed to address the Council at that meeting regarding the claimed emergency default.

13. Extended Cure Period. If any default cannot be reasonably cured within sixty (60) days then such cure period may be extended as needed, by written agreement of the Parties for good cause shown, so long as the defaulting party is pursuing a cure with reasonable diligence.

14. Cumulative Rights. The rights and remedies set forth herein shall be cumulative.

15. Force Majeure. All time period imposed or permitted pursuant to this Agreement shall automatically be extended and tolled for: (a) period of any and all moratoria imposed by the City or other governmental authorities in any respect that materially affects the development of the Project; or (b) by events reasonably beyond the control of Master Developer including, without limitation, inclement weather, war, strikes, unavailability of materials at commercially reasonable prices, and acts of God, but which does not include financial condition of the Master Developer or its successors.

16. Attorney's Fee and Costs. If any party brings legal action either because of a breach of the Agreement or to enforce a provision of the Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs.

17. Binding Effect. The benefits and burdens of this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, legal representatives, successors in interest and assigns. This Agreement shall be incorporated by reference in any instrument purporting to convey an interest in the Property.

18. No Third-Party Rights. The obligations of the signatories of this Agreement and the City, set forth in this Agreement shall not create any rights in or obligations to any other persons or parties

except to the extent otherwise provided herein.

19. Assignment. Master Developer shall not assign, delegate, or transfer its interest in this Agreement without prior written approval by the City; provided, however, Master Developer may freely assign its interest in this Agreement (without approval from the City) to (i) an entity that is owned or controlled by Master Developer or its affiliates or subsidiaries or (ii) any joint venture partner of Master Developer or its affiliates or subsidiaries so long as Master Developer gives written notice of such assignment to the City and the successor party agrees to assume Master Developer's obligations set forth in this Agreement. Except as set forth in the preceding sentence, any attempt to assign, delegate, or transfer without the City's prior written approval will be void *ab initio*, and Master Developer will remain liable for the performance of each and every obligation of Master Developer in this Agreement. The City may only deny a proposed assignment if the proposed assignee is financially unable to perform the obligation of the Master Developer hereunder. If an assignment, delegation, or transfer is held not to be void, the parties intend that this Agreement will be binding on the assignee, delegatee, or transferee, as applicable. Any such request for assignment may be made by letter addressed to the City as provided herein, and the prior written consent of the City may be evidenced by letter from the City to Master Developer or its successors or assigns. The assignment of one or more phases of the Project, or of the entire Project, shall require the assignee to sign a form of transfer acknowledgement and consent, as designated by the City (see **Exhibit H** – Form of Transfer Acknowledgment and Consent, agreeing to be bound by the terms of the Land Use Regulations and this Agreement.

20. No Agency Created. Nothing contained in the Agreement shall create any partnership, joint venture, or agency relationship between the Combined Parties.

21. Third-Party Challenge. In the event of a third-party legal challenge, Master Developer shall at Master Developer's sole expense, defend, indemnify, and hold harmless the City ("City" includes the City's officials and employees), from and against any claims, losses, or liabilities, including any award of attorney's fees against the City, assessed or awarded against the City by way of judgment, settlement, or stipulation. City shall have the right to approve counsel that the Master Developer retains to represent the City, which approval shall not be unreasonably withheld.

22. Non-Liability of Officials or Employees. No officer, representative, agent, or employee of the City, or the Master Developer, shall be personally liable to the defaulting party, or any successor-in-interest or assignee of defaulting Party, in the event of any default or breach by either Party or for any amount which may become due to defaulting Party, or its successors or assignees, for any obligation arising out of the terms of this Agreement.

23. Representation Regarding Ethical Standards. The Master Developer represents that it has not knowingly influenced, and hereby promises that it will not knowingly influence, a current or former City officer or employee to breach any of the ethical standards set forth in the City Ethics Ordinance codified in Title 1, Chapter 11 (including Article A) of the West Jordan City Code.

24. Public Information. The Parties understand and agree that all documents related to this agreement will be public documents, as provided in Utah Code Ann. § 63G-2-101, *et seq.*

25. Counterparts. This Agreement may be executed in multiple counterparts which shall constitute one and the same document.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement, having been approved by the City of West Jordan pursuant to the Ordinance authorizing such execution, and by a duly authorized representative of Master Developer.

**CITY OF WEST JORDAN,**  
a Utah municipal corporation

By: \_\_\_\_\_  
Dirk Burton, Mayor

ATTEST:

\_\_\_\_\_  
Tangee Sloan, City Recorder

**ACKNOWLEDGMENT**

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

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before the undersigned notary public in and for the said state, personally appeared Dirk Burton, known or identified to me to be the Mayor of the City of West Jordan, and Tangee Sloan, the City Recorder of the City of West Jordan, and the persons who executed the foregoing instrument on behalf of said City and acknowledged to me that said City executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

\_\_\_\_\_  
Notary Public for Utah

APPROVED AS TO FORM

\_\_\_\_\_  
City Attorney's Office

**Next Level Homes, LLC,**  
a Utah Limited Liability Company  
(“**MASTER DEVELOPER**”)

By (Sign): \_\_\_\_\_

Name: John D. Thomas

Title: Manager

**ACKNOWLEDGMENT**

STATE OF UTAH                    )  
  : ss.  
County of \_\_\_\_\_        )

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before the undersigned notary public in and for the said state, personally appeared **John D. Thomas**, known or identified to me to be the **Manager** of **Next Level Homes, LLC**, a Utah limited liability company, and the person who executed the foregoing instrument and acknowledged to me that said company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC

**OWNER ACKNOWLEDGEMENT AND CONSENT**

**Jordan River Heights, LLC** is the Property Owner of the Property referenced in the agreement entitled “MASTER DEVELOPMENT AGREEMENT For the Jordan River Heights Development”, the Agreement to which this OWNER ACKNOWLEDGEMENT AND CONSENT is a part. By its signature, **Jordan River Heights, LLC**: (i) acknowledges that it has reviewed the terms and provisions of the Agreement (including the Exhibits and all material referenced in the Agreement), (ii) has had opportunity, if so desired, to review the Agreement with legal counsel, (iii) acknowledges that Master Developer is authorized to enter into this Agreement, and (iv) acknowledges that pursuant to Section F.1 above of the Agreement, the Agreement shall also apply to all other current owners of real property in the Project, if any, who are likewise bound to all the terms of the Agreement.

**Jordan River Heights, LLC,**  
a Utah Limited Liability Company

By (Sign): \_\_\_\_\_

Name: John D. Thomas

Title: Manager

**ACKNOWLEDGMENT**

STATE OF UTAH                    )  
  : ss.  
County of \_\_\_\_\_        )

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before the undersigned notary public in and for the said state, personally appeared **John D. Thomas**, known or identified to me to be the **Manager** of **Jordan River Heights, LLC**, a Utah limited liability company, and the person who executed the foregoing instrument and acknowledged to me that said company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC



# Future Land Use Map



JORDAN RIVER HEIGHTS REZONE

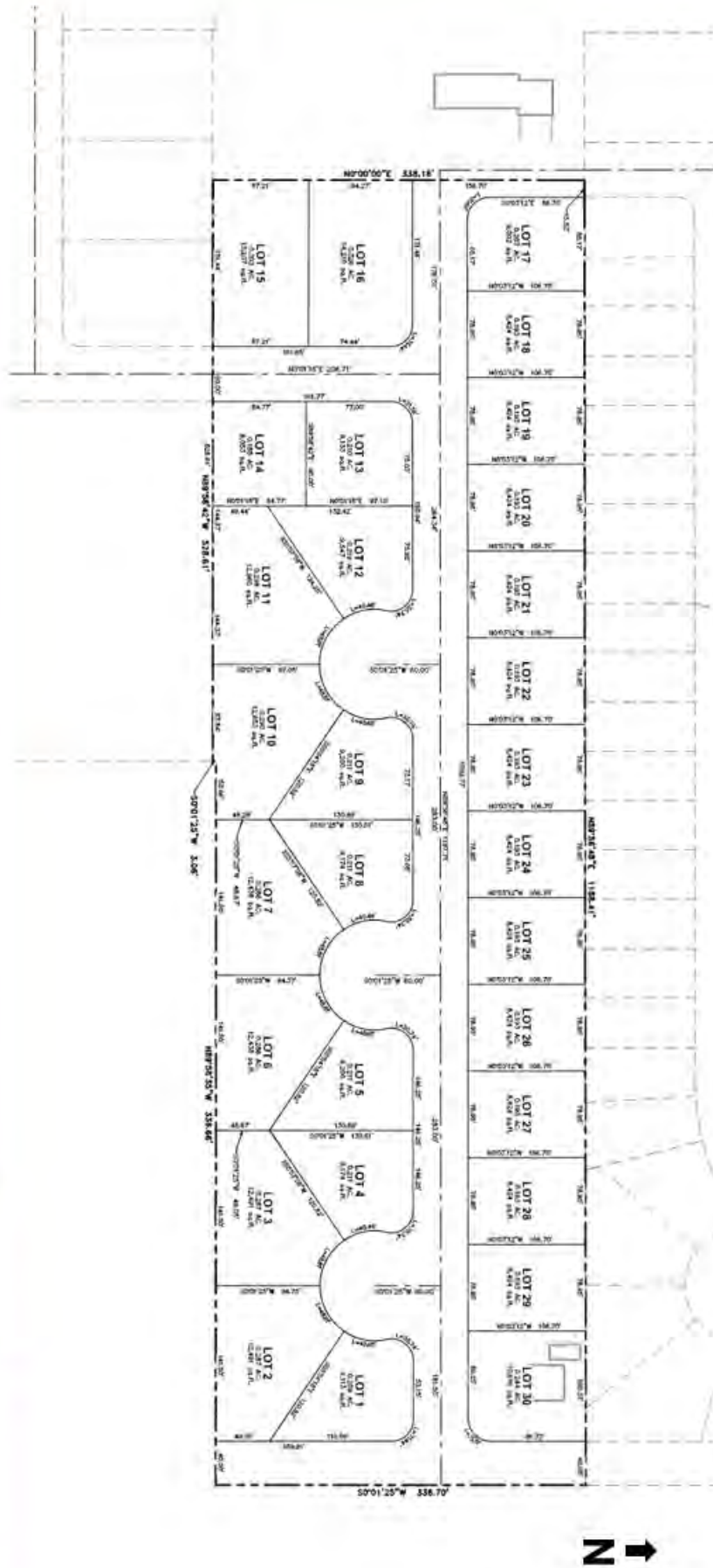




JORDAN RIVER HEIGHTS REZONE



CONCEPT SUBDIVISION PLAT



## Jordan River Heights Subdivision Legal Description

A TRACT OF LAND BEING SITUATE IN THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, HAVING A BASIS OF BEARINGS OF NORTH 00°01'25" EAST BETWEEN THE SOUTHEAST CORNER AND THE EAST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS THENCE NORTH 00°01'25" EAST ALONG THE SECTION LINE A DISTANCE OF 660.00 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 3, AND RUNNING THENCE NORTH 89°58'35" WEST 659.66 FEET; THENCE SOUTH 00°01'25" WEST 3.06 FEET TO THE NORTHEAST CORNER OF BRIGADOON PARK ESTATES SUBDIVISION, ON FILE WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER IN BOOK 94-6, PAGE 189 OF PLATS; THENCE NORTH 89°58'42" WEST ALONG THE NORTH LINE OF SAID SUBDIVISION A DISTANCE OF 528.61 FEET; THENCE NORTH 338.18 FEET TO THE SOUTH LINE OF COUNTRY WOOD SUBDIVISION PHASE II, ON FILE WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER IN BOOK 83-4, AT PAGE 47 OF PLATS; THENCE NORTH 89°56'48" EAST ALONG SAID SOUTH LINE AND THE SOUTH LINE OF COUNTRY WOOD SUBDIVISION PHASE 1, ON FILE WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER IN BOOK 82-11, PAGE 88 OF PLATS, A DISTANCE OF 1188.41 FEET TO THE SECTION LINE; THENCE SOUTH 00°01'25" WEST ALONG THE SECTION LINE A DISTANCE OF 336.70 FEET TO THE POINT OF BEGINNING.

CONTAINING 400,782 SQUARE FEET OR 9.201 ACRES, MORE OR LESS.

1 County Recorder's Office Only  
2 Above the Line  
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10 THE CITY OF WEST JORDAN, UTAH

11 **ORDINANCE NO. 23-08**

12 **AN ORDINANCE FOR APPROXIMATELY 9.0 ACRES OF PROPERTIES LOCATED AT**  
13 **APPROX. 9270/9290 SOUTH 1300 WEST, IDENTIFIED AS JORDAN RIVER HEIGHTS**  
14 **DEVELOPMENT; AND**

15 **REZONE FOR JORDAN RIVER HEIGHTS DEVELOPMENT**  
16 **FROM THE R-1-10G ZONE (SINGLE-FAMILY RESIDENTIAL ZONE,**  
17 **WITH 10,000 SQUARE FOOT MINIMUM SIZE LOTS, WITH G SIZE HOMES)**  
18 **TO THE R-1-8C ZONE (SINGLE-FAMILY RESIDENTIAL ZONE,**  
19 **WITH 8,000 SQUARE FOOT MINIMUM SIZE LOTS, WITH C SIZE HOMES)**

20  
21 WHEREAS, the City of West Jordan (“**City**”) adopted the Comprehensive General Plan  
22 (“**General Plan**”) in 2012, as amended, which provides for a general plan land use map (“**Future**  
23 **Land Use Map**”), which is periodically updated; and the City adopted the West Jordan City Code  
24 (“**City Code**”) in 2009, as amended, which provides for a zoning map for the City (“**Zoning Map**”),  
25 which is periodically updated; and

26 WHEREAS, an application was made by Next Level Homes, LLC (“**Applicant**”), with the  
27 permission of the current property owner, for approximately 9.0 acres of property located at  
28 approximately 9270/9290 South 1300 West *Assessor's Parcel Numbers 27034760450000 and*  
29 *27034760460000* (“**Application**”, “**Property**”, or “**Jordan River Heights Development**”) for a  
30 Zoning Map amendment or rezone to change the zoning designation from the R-1-10G Zone  
31 (Single-Family Residential Zone, with 10,000 Square Foot Minimum Size Lots, with G Size  
32 Homes) to the R-1-8C Zone (Single-Family Residential Zone, with 8,000 Square Foot Minimum  
33 Size Lots, with C Size Homes) (“**Rezone**”); and

34 WHEREAS, the Property is currently designated as Medium Density Residential on the  
35 existing Future Land Use Map and is proposed to remain as Medium Density Residential on the  
36 Future Land Use Map, because developments with 8,000 Square Foot Minimum Size Lots are  
37 currently designated as Medium Density Residential on the Future Land Use Map; and

38 WHEREAS, on December 20, 2022, the Application was considered by the West Jordan  
39 Planning Commission (“**Planning Commission**”), which held a public hearing and which made a  
40 recommendation to the West Jordan City Council (“**City Council**”) concerning the Rezone; and

41 WHEREAS, a public hearing was held before the City Council on February 22, 2023, and  
42 an additional public meeting was held before the City Council on April 26, 2023 concerning the  
43 Application and Rezone; and

44 WHEREAS, House Bill 1003 (2021 Utah Legislature, 1<sup>st</sup> Special Session), as codified at  
45 Utah Code Ann. Section 10-9a-534(3)(h), allows for a land use regulation, including “**Building**  
46 **Design Elements**”, as defined therein, to apply to property if negotiated in exchange for an increase  
47 in density; and the Applicant has requested an increase in density for the Property and has agreed  
48 that the City’s Building Design Elements are applicable to the Property; and

49 WHEREAS, consistent with City Code Section 13-7D-6A, the Planning Commission  
50 determined the following concerning the Rezone:

- 51 1. The proposed amendment is consistent with the purposes, goals, objectives and  
52 policies of the adopted General Plan and land use map;
- 53 2. The proposed amendment will result in compatible land use relationships and does  
54 not adversely affect adjacent properties;
- 55 3. The proposed amendment furthers the public health, safety and general welfare of  
56 the citizens of the City;
- 57 4. The proposed amendment will not unduly impact the adequacy of public services  
58 and facilities intended to serve the subject zoning area and property than would  
59 otherwise be needed without the proposed change, such as, but not limited to, police  
60 and fire protection, water, sewer and roadways; and
- 61 5. The proposed amendment is consistent with the provisions of any applicable overlay  
62 zoning districts which may impose additional standards; and  
63

64 WHEREAS, in its sole legislative discretion, the City Council now finds it to be in the best  
65 interest of the public health, safety, and welfare of the residents of the City to approve the Rezone.  
66

67 NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF  
68 WEST JORDAN, UTAH AS FOLLOWS:

69 **Section 1. Rezone.** For the Property, the Rezone is approved; therefore, the Zoning Map is  
70 amended by changing the zoning designation from the R-1-10G Zone (Single-Family Residential  
71 Zone, with 10,000 Square Foot Minimum Size Lots, with G Size Homes) to the R-1-8C Zone  
72 (Single-Family Residential Zone, with 8,000 Square Foot Minimum Size Lots, with C Size Homes),  
73 as per the legal description in “Attachment 1”, which is attached hereto.

74 **Section 2. Applicability of Building Design Elements.** In accordance with Utah Code Ann.  
75 Section 10-9a-534(3)(h), and at the request of the Applicant, and in consideration for the increase  
76 in density allowed by the Rezone, all applicable Building Design Elements of the City shall apply  
77 to the Property and to the dwellings, structures, and buildings constructed thereon.

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

80 **Section 4. Effective Date.** This Ordinance shall become effective immediately upon posting  
81 or publication as provided by law and upon (i) the Mayor signing the Ordinance, (ii) the City Council  
82 duly overriding the veto of the Mayor as provided by law, or (iii) the Mayor failing to sign or veto  
83 the Ordinance within fifteen (15) days after the City Council presents the Ordinance to the Mayor.

84 *[see the following pages.]*

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PASSED BY THE CITY COUNCIL OF THE CITY OF WEST JORDAN, UTAH, THIS  
DAY OF \_\_\_\_\_ 2023.

CITY OF WEST JORDAN

By: \_\_\_\_\_  
Christopher McConnehey  
Council Chair

ATTEST:

\_\_\_\_\_  
Cindy M. Quick, MMC  
Council Office Clerk

**Voting by the City Council**

**"YES"**      **"NO"**

Council Chair Christopher McConnehey	<input type="checkbox"/>	<input type="checkbox"/>
Council Vice-Chair Pamela Bloom	<input type="checkbox"/>	<input type="checkbox"/>
Council Member Kelvin Green	<input type="checkbox"/>	<input type="checkbox"/>
Council Member Zach Jacob	<input type="checkbox"/>	<input type="checkbox"/>
Council Member David Pack	<input type="checkbox"/>	<input type="checkbox"/>
Council Member Kayleen Whitelock	<input type="checkbox"/>	<input type="checkbox"/>
Council Member Melissa Worthen	<input type="checkbox"/>	<input type="checkbox"/>

**PRESENTED TO THE MAYOR BY THE CITY COUNCIL ON \_\_\_\_\_.**

Mayor's Action: \_\_\_\_\_ Approve      \_\_\_\_\_ Veto

By: \_\_\_\_\_  
Mayor Dirk Burton      Date \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Tangee Sloan, CMC  
City Recorder

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**STATEMENT OF APPROVAL/PASSAGE (check one)**

\_\_\_\_\_ The Mayor approved and signed Ordinance No. 23-08.

\_\_\_\_\_ The Mayor vetoed Ordinance No. 23-08 on \_\_\_\_\_ and the City Council timely overrode the veto of the Mayor by a vote of \_\_\_\_\_ to \_\_\_\_\_.

\_\_\_\_\_ Ordinance No. 23-08 became effective by operation of law without the Mayor’s approval or disapproval.

\_\_\_\_\_  
Tangee Sloan, CMC  
City Recorder

**CERTIFICATE OF PUBLICATION**

I, Tangee Sloan, certify that I am the City Recorder of the City of West Jordan, Utah, and that a short summary of the foregoing ordinance was published on the Utah Public Notice Website on the \_\_\_\_\_ day of \_\_\_\_\_ 2023. The fully executed copy of the ordinance is retained in the Office of the City Recorder pursuant to Utah Code Annotated, 10-3-711.

\_\_\_\_\_  
Tangee Sloan, CMC  
City Recorder

*(Attachment on the following pages)*

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**Attachment 1 to  
ORDINANCE NO. 23-08**

176 **AN ORDINANCE FOR APPROXIMATELY 9.0 ACRES OF PROPERTIES LOCATED AT**  
177 **APPROX. 9270/9290 SOUTH 1300 WEST, IDENTIFIED AS JORDAN RIVER HEIGHTS**  
178 **DEVELOPMENT; AND**

179 **REZONE FOR JORDAN RIVER HEIGHTS DEVELOPMENT**  
180 **FROM THE R-1-10G ZONE (SINGLE-FAMILY RESIDENTIAL ZONE,**  
181 **WITH 10,000 SQUARE FOOT MINIMUM SIZE LOTS, WITH G SIZE HOMES)**  
182 **TO THE R-1-8C ZONE (SINGLE-FAMILY RESIDENTIAL ZONE,**  
183 **WITH 8,000 SQUARE FOOT MINIMUM SIZE LOTS, WITH C SIZE HOMES)**  
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**LEGAL DESCRIPTION:**

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*(On the following pages)*



# REQUEST FOR COUNCIL ACTION

**Action:** Request feedback from Council

**Meeting Date Requested** : 04/26/2023

**Presenter:** Isaac Astill

**Deadline of item** :

**Applicant:** Isaac Astill

**Department Sponsor:** Public Services Admin

**Agenda Type:** BUSINESS ITEMS

**Time Requested:** 10 minutes presentation, 10 minutes council

*(Council may elect to provide more or less time)*

## 1. AGENDA SUBJECT

Discuss the Veterans Memorial Park Master Plan and create a list of priority items to be considered.

## 2. EXECUTIVE SUMMARY

This is a follow-up item to discuss the Veterans Memorial Park Master Plan and create a list of priority items to be considered. Throughout the last 18-24 months, several items have been suggested for consideration in terms of space and services at the park. To begin the evaluation process for designing and budgeting, each council member will score their top 10 priorities on the following list of items. Please note that not all items will receive a score from everyone, but this does not diminish their importance.

List of items to consider:

- Open access between park, fine arts bldg., and rodeo grounds
- Pickleball courts and lighting
- Basketball courts
- Soccer fields
- Additional parking
- Petting Zoo
- Splash-pad
- Baseball field lighting
- Skateboard/bike elements
- Carnival area
- Upgraded electrical and lighting of park
- Rodeo expansion
- Additional pavilion and bathrooms
- Roller skating rink
- Shade structures/hammock connections
- Dog Park

## 3. TIME SENSITIVITY / URGENCY

This priority list needs to be completed as soon as possible to ensure that we do not slow down our design team in evaluating and proposing master plan concepts.

## 4. FISCAL NOTE

This is a budgeted item in the current fiscal year.

**5. PLANNING COMMISSION RECOMMENDATION**

This plan is still in the design phase and will not be taken to planning until later on in the process.

**6. STAFF ANALYSIS**

It is important that we have this priority list to better plan and prioritize resources and budget.

**7. MOTION RECOMMENDED**

n/a

**8. MAYOR RECOMMENDATION**

n/a

**9. PACKET ATTACHMENT(S)**

**10. OTHER INFORMATION**

The priority list will be compiled as highest score as highest priority. 10 would be highest priority and 1 being your lowest priority with the remaining items receiving 0s.



MINUTES OF THE CITY OF WEST JORDAN  
CITY COUNCIL MEETING  
Wednesday, April 12, 2023 – 6:00 pm  
**Waiting Formal Approval**

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

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## 1. CALL TO ORDER

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

**STAFF:** Council Office Director Alan Anderson, Council Office Clerk Cindy Quick, Policy Analyst Cassidy Hansen, Mayor Dirk Burton, Public Works Director Brian Clegg, Budget & Management Analyst Rebecca Condie, Community Development Director Scott Langford, Fire Chief Derek Maxfield, Economic Development Director Chris Pengra, Assistant City Administrator Jamie Davidson, Attendee Josh Chandler

Chair McConnehey called the meeting to order at 6:01 pm.

**Council Member Green moved to take agenda item 4, Special Recognition, prior to agenda item 3, Public Comment. Council Member Whitelock seconded the motion, which passed by unanimous vote (7-0).**

## 2. PLEDGE OF ALLEGIANCE

Gunner Aldridge led participants in the Pledge of Allegiance.

## 4. SPECIAL RECOGNITION

### a. *West Jordan Fire Department Badge Pinning Ceremony*

Fire Chief Derek Maxfield recognized Joshua Copinski for receiving a Supervising Fire Fighter Designation. Chief Maxfield introduced eight new or promoted officers and supervised a badge pinning ceremony: Isaac Aldrege, Tanner Russel (not present), Todd Seamore, Kristin Rolfe, Nathan Woolsey (not present), Woody Smith (not present), Matt Miranda, Jacob Sorensen, and Curtis Madsen. The Council took the opportunity for photographs with officers and their families.

### b. *Recognition of Mr. Lyle Summers for his service on the Jordan Valley Water Conservancy District Board.*

Council Office Director Alan R. Anderson recognized Lyle Summers for 24 years of service on the Jordan Valley Water Conservancy District Board. Mr. Anderson noted that Mr. Summers was also a former West Jordan Council Member. The Council presented Mr. Summers with a certificate of appreciation and a water-wise house plant. Mr. Summers said he appreciated the City of West Jordan, and said being a representative was a lot of fun.

*Vice Chair Bloom left the meeting.*

**c. Resolution No. 23-010 providing advice and consent to appoint Catherine Paquette Richardson to serve on the Planning Commission.**

Mayor Dirk Burton introduced Catherine Paquette-Richardson for appointment to the Planning Commission. Council Member Pack said the Mayoral Appointment Subcommittee reviewed the application and expressed support for the nomination. Ms. Richardson said she was looking forward to the opportunity.

**MOTION: Council Member Green moved to APPROVED Resolution No. 23-010 providing advice and consent to appoint Catherine Paquette Richardson to serve on the Planning Commission.**

**Council Member Worthen seconded the motion.**

**The vote was recorded as follows:**

**Yes: Chris McConnehey, Zach Jacob, Melissa Worthen, David Pack, Kelvin Green, Kayleen Whitelock**

**No:**

**Absent: Pamela Bloom**

**The motion passed 6-0.**

### **3. PUBLIC COMMENT**

**Chair McConnehey opened the public comment period at 6:21 pm**

**Citizen Comments:**

Ryan Wilkinson shared statistics related to the South Valley Regional Airport, stated noise levels violated the Salt Lake County Noise Ordinance, said he wanted to know why the City continued to support the Regional Airport, and suggested the Council Members resign from the City Council.

**Chair McConnehey closed public comments at 6:25 pm**

### **5. REPORTS TO COUNCIL**

**a. City Council Reports**

Chair McConnehey –

- Spoke of a WFRC Joint Policy Advisory Committee meeting he recently attended.

Council Member Jacob –

- Reported on a recent Jordan Valley Water Conservancy Board meeting. He encouraged citizens to continue water conservation efforts and noted a 9% tax increase possibility pending.

Council Member Green –

- Reported on a recent Association of Municipal Councils meeting held at the temporary West Jordan City Hall.

Council Member Worthen –

- Reported on a recent Budget Subcommittee meeting.

Council Member Whitelock –

- Said she attended the recent South Valley Regional Airport meeting. She said staff confirmed for her that West Jordan City did not receive a lot of revenue from the Regional Airport.

**b. Council Office Report**

Council Office Director Alan R. Anderson reminded the Council of an upcoming Station Area Plan meeting, reported the City survey was now available in Spanish, and said the FY2024 budget process for the Council would begin in earnest in May and June.

**c. Mayor's Report**

Mayor Dirk Burton spoke of an active transportation app available in California. He thanked the Council for putting on the recent appreciation dinner for the General Plan Committee. Mayor Burton reported on recent FEMA training and the recent Easter Egg Hunt. He spoke of the upcoming ULCT Conference in St. George, a Tumble Weed Kids Award Ceremony, a NAMI Walk scheduled for April 27, an upcoming memorial service, and dumpster day scheduled for April 15. Mayor Burton explained how potholes were created, and spoke of repair efforts on City streets. The Mayor talked about UDOT's Utah Trail Network Program.

**d. City Administrator's Report**

Storm Water Utilities Manager Jared Millgate spoke of preparations to mitigate and reduce spring flooding as the record snow pack melted. He said staff felt prepared. Chair McConnehey encouraged Council Members and Planning Commissioners to take time for a ride-along with Storm Drain staff to see the amazing effort that had gone into routing water safely. Mr. Millgate requested citizen help in keeping inlet grates clear. Mayor Burton mentioned that City infrastructure did not mitigate ground water, and encouraged those with sump pumps to have the pumps ready to operate. An emergency preparedness event was scheduled for April 27, 2023.

## 6. BUSINESS ITEMS

**a. Ordinance No. 23-15 amending West Jordan City Code 1-6-15 replacing references to 'local districts' with 'special districts'**

Council Office Director Alan R. Anderson oriented the Council with proposed amendments to City Code to come into compliance with changes passed with House Bill 22, replacing the term "local districts" with "special districts".

**MOTION: Council Member Green moved to APPROVE Ordinance No. 23-15 amending West Jordan City Code 1-6-15 replacing references to 'local districts' with 'special districts.'**

**Chair McConnehey seconded the motion.**

**The vote was recorded as follows:**

**Yes: Chris McConnehey, Zach Jacob, Melissa Worthen, David Pack, Kelvin Green, Kayleen Whitelock**

**No:**

**Absent: Pamela Bloom**

**The motion passed 6-0.**

## **7. CONSENT ITEMS**

### **a. Approve Meeting Minutes**

- March 15, 2023 – Committee of the Whole Meeting
- March 22, 2023 – Regular City Council Meeting

**MOTION: Council Member Green moved to APPROVE consent items as listed.  
Council Member Whitelock seconded the motion.**

**The vote was recorded as follows:**

**Yes: Chris McConnehey, Zach Jacob, Melissa Worthen, David Pack, Kelvin Green,  
Kayleen Whitelock**

**No:**

**Absent: Pamela Bloom**

**The motion passed 6-0.**

## **8. COUNCIL MEETING WRAP UP**

### **a. City Council Remarks**

**Council Member Green –**

- Said he disagreed with comments that South Valley Regional Airport did not provide West Jordan City with financial benefit. He mentioned military units stationed at the Regional Airport, and said the no-value statement minimized the work and dedication of the 700 plus Utah National Guard Soldiers who put their lives on the line to train for combat out of the airport. He expressed the opinion that the sound of the helicopters was the sound of freedom. Council Member Green spoke of the Regional Airport's history and importance to national security.

**Chair McConnehey –**

- Suggested community members interested in learning more about the Regional Airport contact the Mayor's Office for contact information for the Airport Advisory Committee.

**Council Member Pack –**

- Spoke of the recent recognition dinner for the General Plan Committee and said he believed it was important to meet together and share stories of service and camaraderie.
- Mentioned street expansion projects at 9000 South and at Bacchus Highway.

**Council Member Worthen –**

- Asked the Mayor's Office for updates regarding curb cuts at Drakes, and regarding the Adopt-a-Storm Drain program.
- Noted that her term would be up at the end of the year, and encouraged interested community members to run for City Council.
- Gave a shout-out to Conner for making sure City computer systems ran well.

**b. Council Administrative Items**

Chair McConnehey said the Council would next move to a meeting of the Committee of the Whole, followed by agency meetings.

**9. ADJOURN**

**Council Member Green moved to adjourn the Council meeting and convene in a Committee of the Whole meeting. Council Member Whitelock seconded the motion. All voted in favor and the motion passed unanimously (6-0).**

The meeting adjourned at 7:04 pm

*I, Cindy Quick, hereby certify that the foregoing minutes represent an accurate summary of what occurred at the meeting held on April 12, 2023. This document constitutes the official minutes for the West Jordan City Council Meeting.*

Cindy M. Quick, MMC  
Council Office Clerk

Approved this \_\_\_\_ day of \_\_\_\_ 2023



MINUTES OF THE CITY OF WEST JORDAN  
COMMITTEE OF THE WHOLE  
Wednesday, April 12, 2023 – 6:00 p.m.

**Waiting Formal Approval**

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

---

**1. CALL TO ORDER**

**COUNCIL:** Chair Chris McConnehey, Kelvin Green, Zach Jacob, David Pack, Kayleen Whitelock, Melissa Worthen (arrived at 7:07 p.m.), Vice Chair Pamela Bloom (absent)

**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, Assistant City Administrator Jamie Davidson, Economic Development Director Chris Pengra

Chair McConnehey called the meeting to order at 7:05 pm.

**2. DISCUSSION TOPICS**

**a. Discuss participation in the Salt Lake County Convention and Tourism Assessment Area**

*Council Member Worthen arrived at 7:07 p.m.*

Economic Development Director Chris Pengra gave a presentation regarding a Salt Lake County Convention and Tourism Assessment Area (SLCo CTAA) program. Responding to questions from Chair McConnehey, Mr. Pengra explained hotels in West Jordan would not be able to participate unless the Council passed a resolution accepting the CTAA. Participating hotels would add a 2% fee to customer bills that would pass through to Salt Lake County to be used for convention and tourism purposes.

Council Member Whitelock asked what would preclude hotels from forming a hotel association for the same purpose without Council involvement. Chair McConnehey said it was his understanding that members of the hotel industry would be elected to determine where the money would go, and said he was uneasy with the lack of city representation or participation.

Council Member Green said he was uncomfortable with a 2% tax that would be used to advertise and promote the hotel industry. He expressed the opinion that a tax required government accountability to tax payers, however he did not feel the CTAA program would provide that accountability.

Council Member Jacob questioned what the government had to do with a fee to promote hotels. He felt the that venues could advertise for themselves and again questioned what the city had to do with the program.

Mr. Pengra spoke of national associations that required hefty fees and applications to host events, with the national events bringing economic benefit to the hosting regions. He explained that West Jordan could potentially benefit from events held in other cities in the region as well if the Council elected to participate in the CTAA. Council Member Green expressed the opinion that venues would get events whether CTAA money was spent or not.

Clay Partain, Executive Director of Sports Salt Lake (under the umbrella of Visit Salt Lake), reported that there was a lot of opportunity to market venues such as the Utah Olympic Oval and attract more events, but a lot of money was needed to compete to host the events.

Tyson Lybbert with Visit Salt Lake explained that a requirement of the legislation was for municipalities to pass resolutions in order to participate. Responding to a question from Council Member Whitelock, Mr. Lybbert said he was not sure it would be legally possible for hotels to form an association for the same purpose without government involvement. He explained that Visit Salt Lake was a 501(c)(6) private organization funded with public money. Part of the fees collected would be allocated for administrative costs.

Council Member Jacob said the proposal represented a tax for tourists and he did not understand why city approval would be needed. Mr. Lybbert said he was not able to answer the question, but he knew there were 200 similar associations in place in the country.

Chair McConnehey pointed out that the deadline for participation approval was in May. Council Member Jacob suggested moving forward so as to not count West Jordan out until more information and discussion could occur. Chair McConnehey said it appeared only one Council Member was in favor of moving forward with participation.

### **3. ADMINISTRATIVE ITEMS**

None

### **4. ADJOURN**

**Council Member Green moved to adjourn the Committee of the Whole and move to various agency meetings. Council Member Whitelock seconded the motion. All voted in favor and the motion passed unanimously (6-0).**

The meeting adjourned at 7:34 pm.

*I hereby certify that the foregoing minutes represent an accurate summary of what occurred at the meeting held on April 12, 2023. This document constitutes the official minutes for the West Jordan Committee of the Whole meeting.*

Cindy M. Quick, MMC  
Council Office Clerk

Approved this \_\_\_\_ day of \_\_\_\_ 2023



# REQUEST FOR COUNCIL ACTION

**Action:** Provide information to Council

**Meeting Date Requested** : 04/26/2023

**Presenter:** Mark Forsythe

**Deadline of item** :

**Applicant:** Nhung Cao

**Department Sponsor:** Community Development

**Agenda Type:** \*NEW BUSINESS

**Time Requested:** 5 minutes presentation, 10 minutes council

*(Council may elect to provide more or less time)*

## 1. AGENDA SUBJECT

**Ordinance No. 23-16** regarding a petition from Nhung Cao requesting a rezone of 0.22 acres located at 1897 West 7800 South from an R-1-8A Zone (single-family residential) to a P-O Zone (professional office)

## 2. EXECUTIVE SUMMARY

Council is being asked to consider a request from Nhung Cao to amend the Zoning Map to change the zoning district encompassing their 0.22-acre property from an R-1-8A (single-family residential) zone to a P-O (professional office) zone. The Future Land Use Map currently designates this property as Professional Office, so no amendments are necessary or proposed.

The applicant’s stated purpose for this rezone is to convert the existing house into a beauty salon. If approved, this new P-O zone will coincide with the existing P-O zones to the east and north and allow the applicant to proceed with site plan reviews for the commercial conversion of the property.

## 3. TIME SENSITIVITY / URGENCY

N/A

## 4. FISCAL NOTE

N/A

## 5. PLANNING COMMISSION RECOMMENDATION

The Planning Commission motioned to forward a positive recommendation to the City Council, which passed unanimously (6-0).

## 6. STAFF ANALYSIS

### I. BACKGROUND:

The proposed rezone will affect a single 0.22-acre parcel located at 1897 West 7800 South. This property is currently located within an R-1-8A zone, which encompasses only the subject property. It is unknown when this particular zone was first established, but past zoning maps indicate that the property has been zoned for single-family residential since at least 1959. The existing home on the property was initially constructed in 1913.

On June 8, 2022, the City Council voted unanimously to change the Future Land Use Map designation of the property from Parks and Open Lands to Professional Office as part of the Future Land Use Map Amendment for the adjacent Ortega property (1875 West 7800 South) to the east. This was done in anticipation of a potential future rezone of the Lacier Lash property to a professional office if the owner chose to do so in the future.

On April 18, 2023, the Planning Commission held a public hearing to discuss the proposed rezone. There were no comments from the public. Following discussion, the Planning Commission motioned to forward a positive recommendation to the City Council for the proposed rezone, which passed in a 6-0 vote.

**II. GENERAL INFORMATION & ANALYSIS**

The subject property’s surrounding zoning and land uses are as follows:

	<b>Future Land Use</b>	<b>Zoning</b>	<b>Current Use</b>
<b>North</b>	Professional Office	P-O	Farmers insurance office
<b>South</b>	Very High Density Residential	R-3-12	Apartment complex
<b>East</b>	Professional Office	P-O	Single-family home (legal, non-conforming)
<b>West</b>	Parks and Open Lands	P-F	Veterans Memorial Park

The applicant is requesting an amendment to the Zoning Map to change their 0.22-acre property from an R-1-8A (single-family residential) zone to a P-O (professional office) zone. Their stated purpose for this rezone is to convert the existing house into a beauty salon. They feel that the current residential use is not desirable or appropriate next to a major arterial road and that a commercial business would better serve the community.

**III. FINDINGS OF FACT**

**Section 13-7D-7(A): Amendments to the Zoning Map**

Prior to making a recommendation to the City Council concerning an amendment to the Zoning Map, the Planning Commission shall make the following findings:

***Criteria 1: The proposed amendment is consistent with the purposes, goals, objectives and policies of the adopted General Plan and Future Land Use Map.***

**Discussion:** The property subject to the proposed rezone is currently designated for Professional Office, as shown on the current Future Land Use Map. The applicant is proposing to rezone the property to P-O, which is a professional office zone that allows for a variety of low-impact office/business uses and is directly conducive to the purpose of the future land use designation.

The General Plan has a few goals and policies that apply to the proposed rezone, which are listed and analyzed as follows:

General Land Use Goals and Policies

*GOAL 2. CONTINUALLY AND CONSISTENTLY UPDATE THE FUTURE LAND USE MAP, ZONING MAP, AND ZONING ORDINANCE FOR EASE OF REFERENCE AND ADMINISTRATION.*

*Policy 2. The Zoning Map should accurately depict actual or intended land uses and the Zoning Ordinance shall incorporate any new or modified zoning classifications and the requirements therein when they are proposed.*

According to the Future Land Use Map, the intended land use for the subject property is professional office. The P-O zone is the most conducive zone for this intended land use, as stated in its purpose in §13-5D-1A of the West Jordan City Code and the stated purpose for Professional Office land use designations in the General Plan. Both purposes are virtually identical to each other, stating that such areas are intended for office/business uses that do not generate impacts and act as a buffer between residential and commercial areas.

*Professional Office Goals and Policies*

*GOAL 1. PROMOTE THE EFFICIENT USE OF LAND BY CREATING A BALANCED MIX OF LAND USES THROUGHOUT THE CITY.*

*Policy 1. Increase the opportunities for the development of professional office space in the city.*

*Implementation Measures*

*3. Locate professional office districts within close proximity of residential neighborhoods and transit stations to promote convenient transportation and commuting options.*

The subject property that will be rezoned is adjacent to an existing apartment complex and is within close proximity to a single-family residential neighborhood on the opposite side of 7800 South. While these residential areas are close in linear distancing, the pedestrian path of travel is more convoluted. The apartment complexes to the south are closer in terms of pedestrian access, which follow a 0.15 - 0.25 mile route with minor-to-no street crossings. The single-family residential neighborhood to the north would follow a longer pedestrian route, which is at least 0.45 miles and a crossing of the 7800 South/Redwood Road intersection.

*GOAL 2. PROVIDE WELL-DESIGNED, AESTHETICALLY PLEASING AND EFFICIENT PROFESSIONAL OFFICE DEVELOPMENT IN THE CITY.*

*Policy 1. Developments in the Professional Office (P-O) zone should be designed to create an appropriate environment in which professional and business services can be conducted.*

*Implementation Measures*

*3. Locate new office developments in areas where public services are adequately available. New office developments should be in close proximity to residential housing and along primary arterial roads with equal pedestrian and vehicular access.*

The property to be rezoned is located adjacent to 7800 South and is fully serviceable via the existing main utility lines along said road. The property is in close proximity to residential, as explained in the previous goal's analysis.

**Finding:** The proposed amendment is consistent with the purposes, goals, objectives, and policies of the City's General Plan and the Future Land Use Map.

**Criteria 2: *The proposed amendment will result in compatible land use relationships and does not adversely affect adjacent properties.***

**Discussion:** The surrounding properties consist of an apartment complex, a city park and a single-family home that has the potential to convert to a commercial business. The proposed P-O zone would allow the property to be used for low-impact businesses that will impose few, if any, impacts on the adjacent uses. The park will be unaffected by any future business and the single-family home will likely be converted to a commercial business in the near future. The adjacent properties to the north and east are also zoned P-O and the proposed rezone is the last piece of the P-O zoning pattern for this area.

**Finding:** The proposed amendment will result in compatible land use relationships and does not adversely affect adjacent properties.

**Criteria 3: *The proposed amendment protects the public health, safety and general welfare of the citizens of the city.***

**Discussion:** The proposed rezone from a residential zone to a professional office zone is likely to improve the health, safety and welfare of the general public. The current use of the property is for single-family residential, which is not particularly safe or quiet at this location when considering the surrounding conditions. Single-family residential is most appropriate when adjacent to local streets with minimal traffic, rather than adjacent to a busy arterial road. More specifically, residential driveways (including the driveway on the subject property) are designed for vehicles to back out onto the street. This design is relatively safe if the street is a small local street without much traffic. However, the risk for an accident increases substantially if the street is a high-traffic arterial road. Arterial roads also generate much more street noise than a local neighborhood road, and a single-family home at this location is impacted by such increased noise.

A P-O zone for the proposed location will follow a pattern of business development in this area of the city and will likely encourage business growth. There are at least 3 insurance offices nearby and the adjacent property will likely be converted to a commercial business in the near future. Having a single-family home in the middle of this business area would be inappropriate and would inhibit business growth. By allowing for business development through the new P-O zone, improvements to enhance traffic safety and accessibility of the property for the general public will be installed as the property is converted from residential to business use.

**Finding:** The proposed amendment furthers the public health, safety and general welfare of the citizens of the city.

**Criteria 4: *The proposed amendment will not unduly impact the adequacy of public services and facilities intended to serve the subject zoning area and property than would otherwise be needed without the proposed change, such as, but not limited to, police and fire protection, water, sewer and roadways.***

**Discussion:** The rezone of the property to a P-O zone will not result in an increase in density and the property will remain relatively the same in terms of utility servicing. The property fronts 7800 South and the existing home is currently hooked into the main water, sewer, gas, electrical, and telecom utility lines

along the south side of the road. Any future professional office or beauty salon uses will likely utilize these existing lines, which have been deemed to likely remain at 2 equivalent residential connections (e.r.c.'s) by the Utilities Manager. Although the property is adjacent to an 18-inch storm drain line along 7800 South, additional impact to the storm drain system may occur when parking lots or other site improvements are added. These impacts will be analyzed further through a drainage report and resolved through necessary improvements during Amended Site Plan review process.

The property is located half a mile from the nearest fire station at 7950 South Redwood Road and is serviced by a fire hydrant located in front of the adjacent property to the east. This fire hydrant is 58 feet from the property boundary and should be serviceable by the Fire Department, but this will need to be analyzed further through the Amended Site Plan review process when the property is converted to a commercial business.

The property is also located half a mile away from a police station, which is the Thomas M. Rees Justice Center at 8040 South Redwood Road.

**Finding:** The proposed amendment will not unduly impact the adequacy of public services and facilities intended to serve the subject zoning area and property than would otherwise be needed without the proposed change, such as, but not limited to, police and fire protection, water, sewer and roadways.

**Criteria 5:** *The proposed amendment is consistent with the provisions of any applicable overlay zoning districts which may impose additional standards.*

**Discussion:** The area proposed to be rezoned is not part of any overlay zoning district, nor is it subject to any requirements of a "floating" overlay. The establishment of any new overlay districts are not proposed with this rezone.

**Finding:** The proposed amendment is consistent with the provisions of any applicable overlay zoning districts which may impose additional standards.

**7. MOTION RECOMMENDED**

Motion to APPROVE/DENY Ordinance No. 23-16 rezoning 0.22 acres from an R-1-8A zone to a P-O zone for Lacier Lash located at 1897 West 7800 South.

**8. MAYOR RECOMMENDATION**

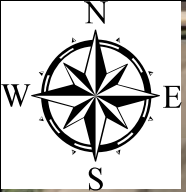
N/A

**9. PACKET ATTACHMENT(S)**

- Ordinance No. 23-16
- Aerial Map
- Current Zoning Map
- Current Future Land Use Map
- Proposed Zoning Map
- Applicant Justification Letter
- Concept Plan
- Planning Commission Minutes

**10. OTHER INFORMATION**

N/A



7800 South

1920 West

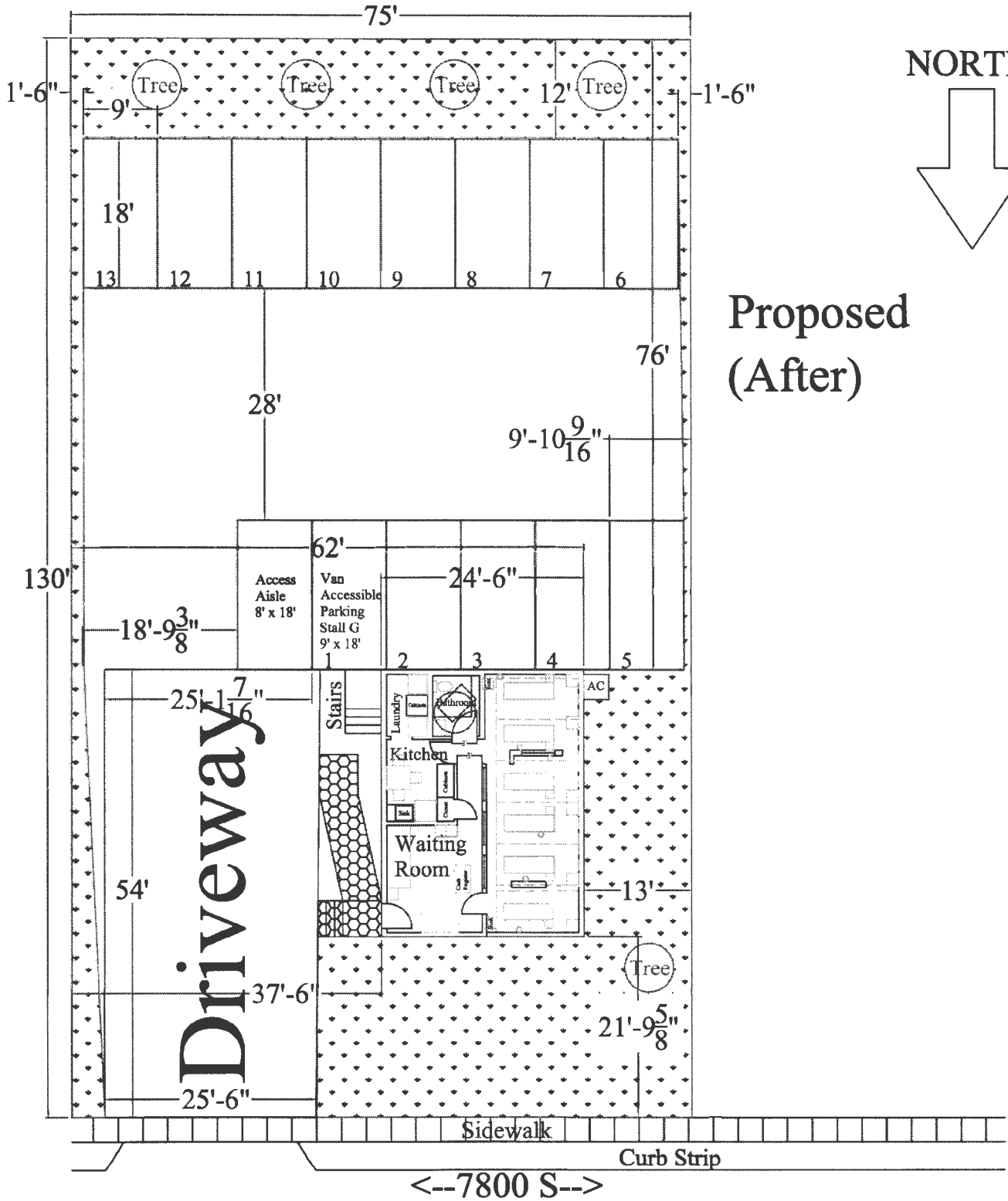
1985 West

**SITE**

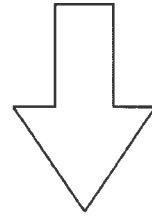
Westview Circle

1825 West

{{section.number}}.{{item.number}}

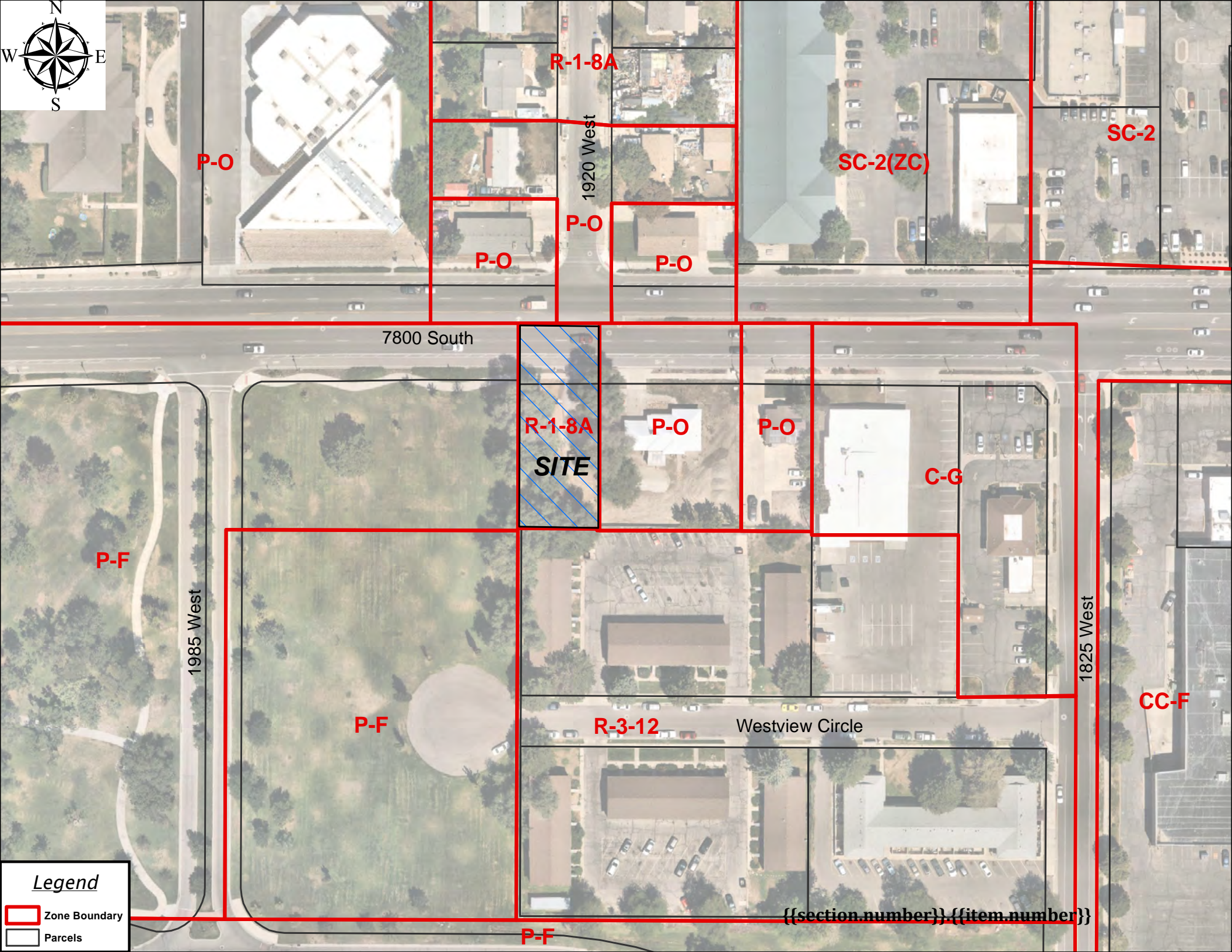
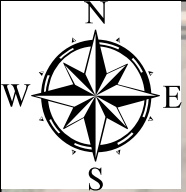


NORTH



Proposed  
(After)

Property: 1897 West 7800 South, West Jordan, UT 84088			
Project: Lacier Lash (Beauty Salon) / Rojas Commercial (Real Estate)			
Page	of	Scale:	Revised:
Drawn by: Andrew Rojas (801) 808-8479 LacierLash@gmail.com			



P-O

R-1-8A

SC-2

SC-2(ZC)

1920 West

P-O

P-O

P-O

7800 South

R-1-8A

P-O

P-O

C-G

**SITE**

P-F

1985 West

1825 West



P-F

R-3-12

Westview Circle

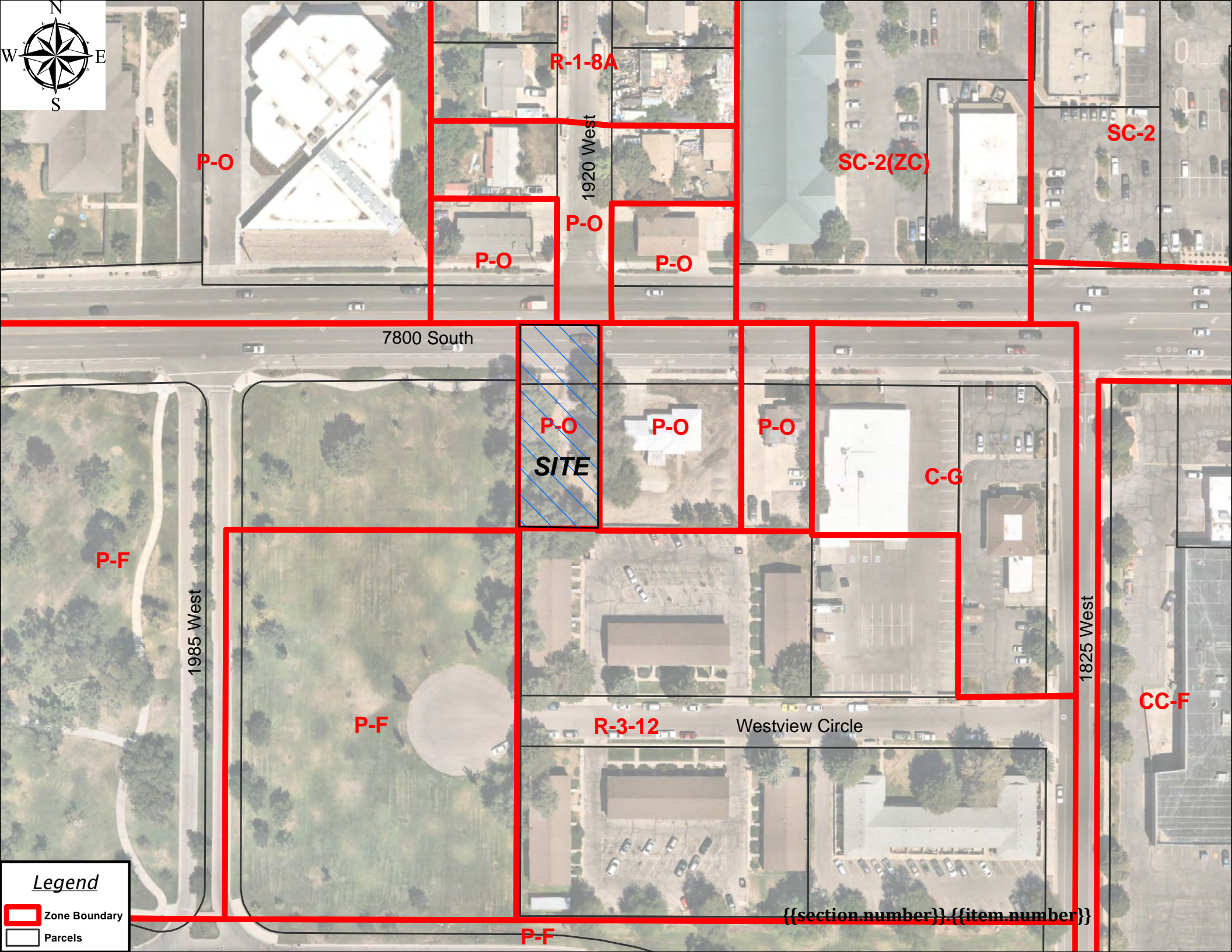
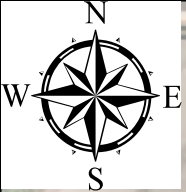
CC-F

**Legend**

-  Zone Boundary
-  Parcels

{{section.number}}.{{item.number}}

P-F



P-O

R-1-8A

SC-2

SC-2(ZC)

1920 West

P-O

P-O

P-O

7800 South

P-O

P-O

P-O

**SITE**

C-G

P-F

1985 West

P-F



R-3-12

Westview Circle

1825 West

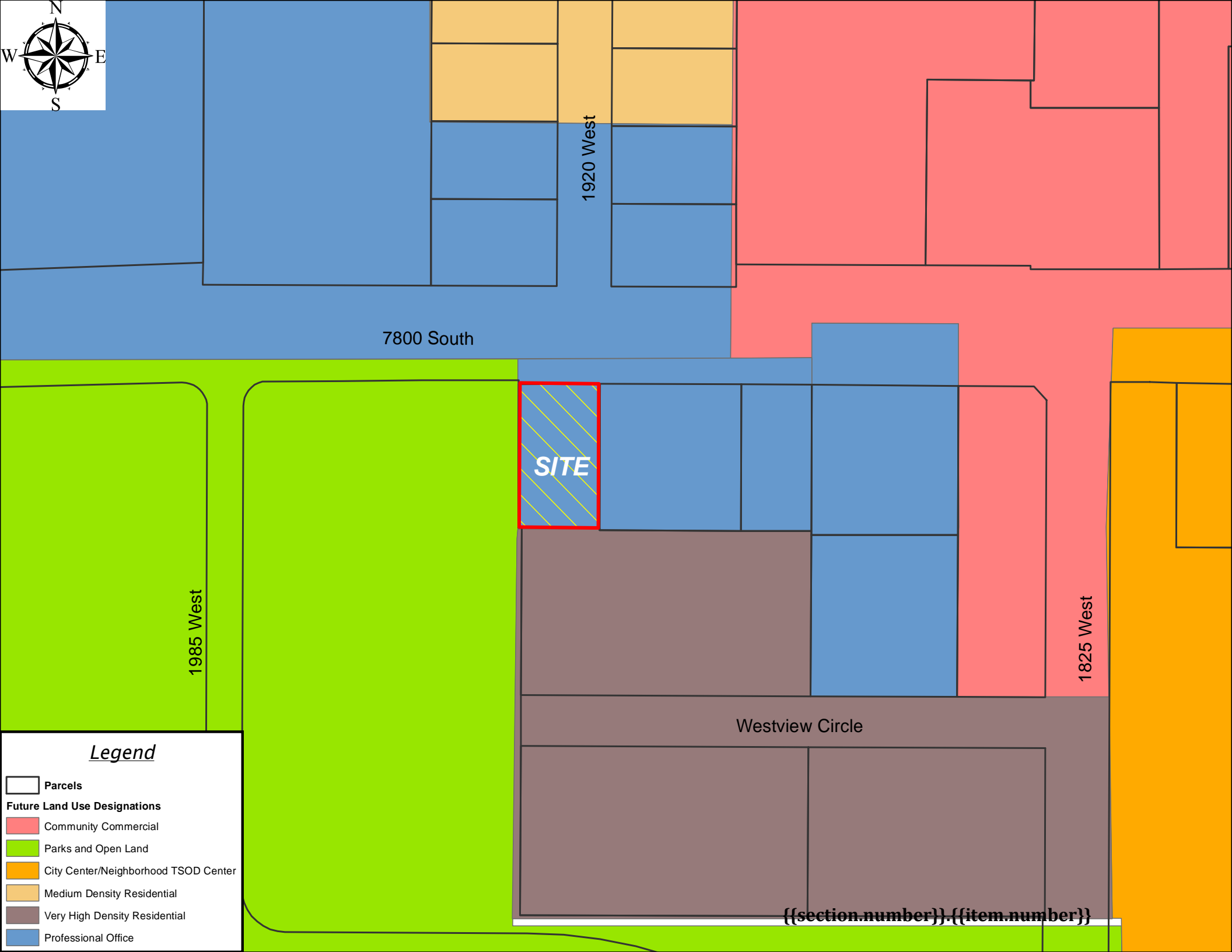
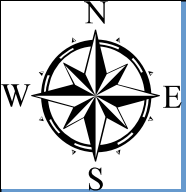
CC-F

**Legend**

-  Zone Boundary
-  Parcels

[[section.number]].[[item.number]]

P-F



7800 South

1920 West

1985 West








1825 West

Westview Circle

**SITE**

**{{section.number}}-{{item.number}}**

***Legend***

-  **Parcels**
-  **Community Commercial**
-  **Parks and Open Land**
-  **City Center/Neighborhood TSOD Center**
-  **Medium Density Residential**
-  **Very High Density Residential**
-  **Professional Office**

West Jordan City  
7960 South 4000 West, 2<sup>nd</sup> Floor  
West Jordan, UT 84088

Nhung Cao  
374 East Vidas Avenue  
South Salt Lake, UT 84115

## Rezone Proposal

Parcel ID: 21-34-126-010-0000  
Acres: 0.22

I, Nhung Cao, would like to rezone the property located at 1897 West 7800 South, West Jordan, UT 84088 from R-1-8A to Professional Office.

The general plan includes adding adequate parking and ADA accessible parking, routes, and bathroom.

### Public Purpose:

To convert the property to professional office with a conditional use permit so that a lash salon can be placed in service at this location. The public desires services such as these for lashes. The property is surrounded by professional office and multi-family housing properties and a park. The current zoning for residential does not fit the zoning of adjacent properties. Therefore, a change in zoning to professional office would benefit the community and commercial corridor along 7800 south.

This property is already scheduled to be changed for future land use planning from residential to professional office. However, the actual change from residential to professional office has not been converted yet and therefore, this request to rezone is being submitted.

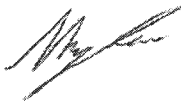
The proposed rezoning will not hinder or obstruct general plan use.

There is no adverse impact to adjacent landowners or the city park. There is potential for aiding the development of the adjacent land owner to the east. Potentially, both properties may share an encroachment and parking lot. However, this has not yet been determined.

No impact on city utilities such as water, sewer, storm drain, public streets, traffic, and police services. The driveway will be 24'-26' as needed for fire truck access.

No impact on schools.

No negative impact on the local economy. There will be positive impact on the local community because the business will provide services that are desired by the public. The property was also contaminated with meth at 10.0 µg/100 cm<sup>2</sup> but has now been cleaned up. Properties are not well utilized as residential when they are surrounded by commercial properties in an isolated manner. Converting the residential zone to professional zone would facilitate the appropriate use of land.



Nhung Cao, 2/20/2023

1 County Recorder's Office Only  
2 Above the Line

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10 THE CITY OF WEST JORDAN, UTAH

11 **ORDINANCE NO. 23-16**

12 **AN ORDINANCE FOR APPROXIMATELY 0.22 ACRES OF PROPERTY LOCATED AT**  
13 **1897 WEST 7800 SOUTH; AND**

14 **REZONE FROM THE R-1-8A ZONE (SINGLE-FAMILY RESIDENTIAL ZONE,**  
15 **WITH 8,000 SQUARE FOOT MINIMUM SIZE LOTS AND "A" SIZE HOMES)**  
16 **TO THE P-O ZONE (PROFESSIONAL OFFICE)**

17  
18 WHEREAS, the City of West Jordan ("**City**") adopted the Comprehensive General Plan  
19 ("**General Plan**") in 2012, as amended, which provides for a general plan land use map ("**Future**  
20 **Land Use Map**"), which is periodically updated; and the City adopted the West Jordan City Code  
21 ("**City Code**") in 2009, as amended, which provides for a zoning map for the City ("**Zoning Map**"),  
22 which is periodically updated; and

23 WHEREAS, an application was made by Nhung Cao ("**Applicant**"), who is the current  
24 property owner, for approximately 0.22 acres of property located at approximately 1897 West  
25 7800 South *Assessor's Parcel Number 21-34-126-010-0000* ("**Application**", or "**Property**") for,  
26 in part, a Zoning Map amendment or rezone to change the zoning designation from the R-1-8A  
27 Zone (Single-Family Residential Zone, with 8,000 Square Foot Minimum Size Lots and "A" Size  
28 Homes) to the P-O Zone (Professional Office) ("**Rezone**"); and

29 WHEREAS, the Property is currently designated as Professional Office on the existing  
30 Future Land Use Map and is proposed to remain as Professional Office on the Future Land Use  
31 Map; and

32 WHEREAS, on April 18, 2023, the Application was considered by the West Jordan Planning  
33 Commission ("**Planning Commission**"), which held a public hearing and which made a  
34 recommendation to the West Jordan City Council ("**City Council**") concerning the Rezone; and

35 WHEREAS, a public hearing was held before the City Council on **May 10, 2023** concerning  
36 the Application and Rezone; and

37 WHEREAS, consistent with City Code Section 13-7D-6A, the Planning Commission has  
38 determined the following concerning the Rezone:

- 39 1. The proposed amendment is consistent with the purposes, goals, objectives and  
40 policies of the adopted General Plan and land use map;  
41 2. The proposed amendment will result in compatible land use relationships and does  
42 not adversely affect adjacent properties;

- 43 3. The proposed amendment furthers the public health, safety and general welfare of  
44 the citizens of the City;
- 45 4. The proposed amendment will not unduly impact the adequacy of public services  
46 and facilities intended to serve the subject zoning area and property than would  
47 otherwise be needed without the proposed change, such as, but not limited to, police  
48 and fire protection, water, sewer and roadways; and
- 49 5. The proposed amendment is consistent with the provisions of any applicable overlay  
50 zoning districts which may impose additional standards; and  
51

52 WHEREAS, in its sole legislative discretion, the City Council now finds it to be in the best  
53 interest of the public health, safety, and welfare of the residents of the City to approve the Rezone.  
54

55 NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF  
56 WEST JORDAN, UTAH AS FOLLOWS:

57 **Section 1. Rezone.** For the Property, the Zoning Map is amended by changing the zoning  
58 designation from the R-1-8A Zone (Single-Family Residential Zone, with 8,000 Square Foot  
59 Minimum Size Lots and “A” Size Homes) to the P-O Zone (Professional Office), as per the legal  
60 description in “Attachment 1”, which is attached hereto.

61 **Section 2. Severability.** If any provision of this Ordinance is declared to be invalid by a  
62 court of competent jurisdiction, the remainder shall not be affected thereby.

63 **Section 3. Effective Date.** This Ordinance shall become effective immediately upon posting  
64 or publication as provided by law and upon (i) the Mayor signing the Ordinance, (ii) the City Council  
65 duly overriding the veto of the Mayor as provided by law, or (iii) the Mayor failing to sign or veto  
66 the Ordinance within fifteen (15) days after the City Council presents the Ordinance to the Mayor.

67 PASSED BY THE CITY COUNCIL OF THE CITY OF WEST JORDAN, UTAH, THIS  
68 \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023.

69  
70  
71 CITY OF WEST JORDAN

72  
73  
74 By: \_\_\_\_\_  
75 Christopher McConnehey  
76 Council Chair  
77

78 ATTEST:  
79  
80  
81 \_\_\_\_\_  
82 Cindy M. Quick, MMC  
83 Council Office Clerk  
84

85 *[see the following pages.]*



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**CERTIFICATE OF PUBLICATION**

I, Tangee Sloan, certify that I am the City Recorder of the City of West Jordan, Utah, and that a short summary of the foregoing ordinance was published on the Utah Public Notice Website on the \_\_\_\_\_ day of \_\_\_\_\_ 2023. The fully executed copy of the ordinance is retained in the Office of the City Recorder pursuant to Utah Code Annotated, 10-3-711.

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Tangee Sloan, CMC  
City Recorder

*(Attachment on the following page)*

175  
176  
177  
178

**Attachment 1 to  
ORDINANCE NO. 23-16**

179 **AN ORDINANCE FOR APPROXIMATELY 0.22 ACRES OF PROPERTY LOCATED AT**  
180 **1897 WEST 7800 SOUTH; AND**

181 **REZONE FROM THE R-1-8A ZONE (SINGLE-FAMILY RESIDENTIAL ZONE,**  
182 **WITH 8,000 SQUARE FOOT MINIMUM SIZE LOTS AND “A” SIZE HOMES)**  
183 **TO THE P-O ZONE (PROFESSIONAL OFFICE)**  
184

185 **LEGAL DESCRIPTION:**

186 Beginning at a point East 1414.15 feet & South 53 feet from the Northwest corner of Section 34,  
187 Township 2 South, Range 1 West, Salt Lake Base & Meridian; from thence running East 74.9 feet;  
188 South 130 feet more or less; West 74.9 feet; North 130 feet more or less to the point of beginning.  
189 Contains 0.22 acres (9,737 square feet)



# REQUEST FOR COUNCIL ACTION

<b>Action:</b> Request feedback from Council	<b>Meeting Date Requested</b> : 10/12/2022
<b>Presenter:</b> Chris McConnehey	<b>Deadline of item</b> :
<b>Department Sponsor:</b> Council Office	
<b>Agenda Type:</b> DISCUSSION TOPICS	
<b>Time Requested:</b> 5 minutes presentation, 10 minutes council	<i>(Council may elect to provide more or less time)</i>

- 1. AGENDA SUBJECT**  
Discussion pertaining to the contract between the City of West Jordan and Salt Lake City for the West Jordan Soccer Complex
- 2. EXECUTIVE SUMMARY**  
Contract to lease the property used for the soccer complex expires in fall 2025, this is to provide background information to the council.
- 3. TIME SENSITIVITY / URGENCY**  
Salt Lake Airport Authority is hosting an open house to discuss the airport master plan on Tuesday, October 18<sup>th</sup>, ideally looking to provide information to the council prior to that event.
- 4. FISCAL NOTE**  
None – Discussion Only
- 5. DEPARTMENT RECOMMENDATION**  
None
- 6. PLANNING COMMISSION RECOMMENDATION**  
None
- 7. MOTION RECOMMENDED**  
N/A
- 8. MAYOR RECOMMENDATION**
- 9. PACKET ATTACHMENT(S)**
- 10. OTHER INFORMATION**

MEMORANDUM OF UNDERSTANDING AND LEASE AGREEMENT  
AFFECTING  
SALT LAKE CITY CORPORATION  
AND  
THE CITY OF WEST JORDAN

RECORDED  
NOV 28 1995

CITY RECORDER

THIS MEMORANDUM OF UNDERSTANDING AND LEASE AGREEMENT,  
effective November 1, 1995, involves and sets forth certain relationships between  
SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah,  
hereinafter "City," and THE CITY OF WEST JORDAN, a municipal corporation of  
the State of Utah, hereinafter "West Jordan."

WITNESSETH

WHEREAS, City owns and through its Airport Authority, hereinafter  
"Authority," operates Airport II, hereinafter "Airport," located in Salt Lake County;  
and,

WHEREAS, West Jordan desires to construct, operate, and maintain a  
regional soccer center on real property owned by the City and operated by the  
Authority and which is located immediately south of the Airport; and,

WHEREAS, City requires said real property for future Airport related  
development and consequently is agreeable to lease it on an interim basis to West  
Jordan under such terms and conditions as are hereinafter set forth.

NOW, THEREFORE, the parties hereby agree as follows:

## ARTICLE 1

### LEASED PROPERTY

- A. City hereby leases to West Jordan and West Jordan agrees to lease from City approximately 96.31 acres of real property, hereinafter "Leased Property" or "Leased Premises," as the same is set forth on Exhibit A, attached hereto and made part hereof.
- B. During the entire term of this Agreement, West Jordan agrees not to construct, maintain, or permit to exist any objects, buildings, or other structures which penetrate any FAA FAR Part 77 imaginary surface upon the Leased Property.
- C. The parties acknowledge that at the time of the execution of this Agreement, the Leased Property is vacant and unimproved. This Agreement and the obligations hereunder apply only to the Leased Property and the obligations hereunder have no applicability to adjacent real property owned by others and utilized similarly as part of the regional soccer center.

## ARTICLE 2

### TERM

- A. The initial term of this Agreement shall commence November 1, 1995, and shall expire at midnight on October 31, 2025, unless otherwise prior terminated by City.

- B. West Jordan shall have the option to lease the Leased Premises for an additional twenty (20) year term commencing November 1, 2025, at the City's sole discretion and at such terms and conditions as are mutually agreed on.
- C. At any time during the term of this Agreement, if the City adopts or modifies a Runway Protection Zone ("RPZ") pursuant to FAA regulations or standards, West Jordan agrees to release any portion of the Leased Property which falls within that modified RPZ. City agrees to provide West Jordan 180 days prior written notice of any such RPZ modification. West Jordan further agrees at its sole cost and expense to remove any buildings or other improvements within the RPZ as it falls within the Leased Premises which may have been completed prior to the adoption of the modified RPZ.

### ARTICLE 3

#### RENT AND FEES

West Jordan agrees to pay City the amount of One Dollar (\$1.00) per year as consideration for the Leased Property.

### ARTICLE 4

#### INDEMNITY

- A. West Jordan agrees to indemnify, save harmless and defend City, its agents and employees from and against all claims, mechanics liens, damage, demands, actions, costs, charges and other liabilities for

property damage or injury or death to persons, including attorney's fees, arising out of or alleged to arise on the Leased Premises or by reason of West Jordan's activities on the Leased Property, or other use of the Leased Property during the term of this Agreement, and from West Jordan's breach hereof.

- B. Notwithstanding the provisions of Paragraph A above, West Jordan shall not be liable for nor required to indemnify or defend City against claims arising out of those aeronautical accidents not involving a direct and physical connection between the aircraft and the activities conducted upon the Leased Premises. West Jordan will be liable and agrees to indemnify only if the activity on the ground directly and physically contacts the aircraft or physically interferes with the safe operation of the aircraft. Distraction of the pilot will not be the basis of liability on the part of West Jordan.
- C. The City assumes no responsibility for any damage or loss that may occur to West Jordan's property, except the obligation the City assumes that it will not willfully, intentionally, or negligently damage the property of West Jordan.

## ARTICLE 5

### USES AND PRIVILEGES

- A. The premises are leased for the construction, operation, and maintenance of a regional soccer center which will consist of

approximately twenty one (21) soccer play fields together with related parking areas, spectator areas, and ancillary improvements and for no other purpose. West Jordan will not knowingly allow or permit activities upon or within the Leased Property which will interfere with the use of the Airport and its aeronautical operations. City and West Jordan will have the right to enforce, in a reasonable and lawful manner, such prohibited activities by requiring the violator to immediately cease and desist such activity.

B. West Jordan will not knowingly allow or permit activities upon or within the Leased Premises which will interfere with the use of the Airport and aeronautical operations including but not limited to:

1. Kite flying, radio-controlled models, launching or recovery of model airplanes;
2. Golfing, driving of golf balls, archery or other similar activities;
3. The installation of lakes, ponds, or other fixed bodies of water which will attract birds or other wildlife;
4. The installation of lighting fixtures which would interfere with the Airport lighting system and/or the aircraft landing system, lighting or communication systems.

West Jordan shall install appropriate signage on the Leased Premises indicating that the activities described in this Paragraph B are prohibited upon the Leased Premises. West Jordan shall enforce, in a

reasonable and lawful manner, these prohibitions by requiring the offender to immediately cease and desist such activity.

- C. West Jordan, at its sole expense, shall construct the regional soccer center on the Leased Property and shall operate the same in accordance with this Lease Agreement. City shall have no responsibility to participate in the construction or maintenance costs of the regional soccer center or activities whatsoever.
- D. West Jordan shall have the right of ingress and egress from the Leased Property over and across City owned roadways serving the Airport for its employees, representatives, agents, patrons, guests, and suppliers, subject to such laws, ordinances, rules and regulations as now or may hereafter have application at the Airport. City hereby retains the right of ingress and egress over, through, and across the Leased Property at any time.
- E. West Jordan shall have no right to perform any activities not listed in this Article 5.

## ARTICLE 6

### NONDISCRIMINATION

- A. West Jordan, for itself, its heirs, personal representatives, successors in interest, and assignees, as a part of the consideration hereof, hereby covenants and agrees as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the

said property described in this agreement for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, West Jordan shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

- B. West Jordan, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, hereby covenants and agrees as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that West Jordan shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.

- C. In the event of a breach of any of the nondiscriminatory covenants pursuant to Part 21 of the Regulations of the Office of the Secretary of Transportation, as amended, the City shall have the right to terminate this Agreement and to re-enter and repossess the Leased Property and hold the same as if said Agreement had never been made or issued.
- D. West Jordan does hereby agree to include the above clauses in all subleases and cause sublessees to similarly include clauses in further subleases.
- E. Nothing herein contained shall be construed to grant or authorize the granting of an exclusive right forbidden by Section 308 of the Federal Aviation Act of 1958, as amended.

#### ARTICLE 7

#### UTILITIES

All reasonable utility services required by West Jordan during the term of this Agreement for the Leased Property or facilities located thereon shall be provided by West Jordan.

#### ARTICLE 8

#### MAINTENANCE AND REPAIRS

- A. West Jordan shall maintain the entire Leased Property and every improvement thereon in good and neat appearance, repair and safe condition during the entire term hereof.

- B. West Jordan shall provide or cause to be provided a complete and proper arrangement for the adequate sanitary handling and disposal, away from the Leased Property, of all trash, garbage, and other refuse caused as a result of the operations conducted on the Leased Property.

## ARTICLE 9

### TAXES AND LICENSES

West Jordan agrees to pay, on or before the last day on which payment therefor may be made without penalty, all nondiscriminatory taxes, assessments or charges which during the term hereof may become a lien or be levied by the State, County, City or other tax levying body on all personal property of West Jordan, upon all improvements made to the Leased Property by West Jordan in connection with issues and occupancy thereof, and upon the possessory interest, if any, of West Jordan in the Leased Property, which shall specifically include, but not by way of limitation, any taxes levied under Section 59-4-101 et seq, Utah Code Ann., 1953, as amended or its successor, if applicable.

## ARTICLE 10

### RULES AND REGULATIONS

In conducting its operations hereunder, West Jordan shall comply with all applicable Federal, State, County, and City laws, rules and regulations in its use of the Leased Property.

## ARTICLE 11

### INSURANCE

- A. West Jordan, at its own cost and expense, shall secure and maintain comprehensive third-party public liability insurance for injury to property and person to protect City herein from such claims and actions. Said insurance shall have limits of not less than \$1,000,000 combined single limit each occurrence.
- B. West Jordan City currently participates in the Utah Risk Management Mutual Association, a consortium of Utah municipalities which have, pursuant to interlocal agreement, established the Association which is a "public mutual" insurance company, licensed as such by the Utah Insurance Department. West Jordan's participation in the Association and the "public liability" insurance coverage thereunder is acceptable to the City. In the event West Jordan shall terminate its membership in the Association and shall not participate in a similarly-established public liability insurance program or shall become "self-insured", West Jordan shall procure a policy of insurance from an insurance company listed on the current Department of the Treasury Fiscal Services List 570 or having a general policy holders rating of not less than "A" in the most current available "Best's Insurance Reports," and be qualified to do business in the State of Utah.

- C. Certificates evidencing such insurance coverage shall be filed with City upon execution of this Agreement. Such certificates shall provide that such insurance coverage will not be canceled or reduced without at least thirty (30) days prior written notice to City. At least thirty (30) days prior to the expiration of any such policy, a certificate showing that such insurance coverage has been renewed shall be filed with City. If such insurance coverage is canceled or reduced, West Jordan shall within fifteen (15) days after receipt of written notice from City of such cancellation or reduction in coverage, file with City a certificate showing that the required insurance has been reinstated or provided through an insurance company or companies qualifying under Subparagraph B hereof.
- D. In the event that West Jordan shall at any time fail to furnish City the certificate or certificates required, City, upon written notice to West Jordan of its intention to do so, shall have the right to secure the required insurance, at the cost and expense of West Jordan, and West Jordan agrees to reimburse City promptly for the cost thereof and ten percent (10%) for cost of administration.
- E. All insurance policies shall name and certificates shall show the City as an insured.

## ARTICLE 12

### TERMINATION & DEFAULT

- A. This Agreement shall expire at the end of the full term hereof, unless sooner terminated as provided hereinafter.
- B. This Agreement may be terminated by the City in the event West Jordan shall:
  - 1. Make a voluntary or involuntary assignment contrary to Article 17 hereof.
  - 2. Abandon the Leased Property.
  - 3. Except for payment of rents and fees, be in default in the performance of any of the covenants and conditions required herein to be kept and performed by West Jordan, and such default continues for a period of thirty (30) days after receipt of written notice from City of said default. If the nature of the default is such that it cannot be cured within thirty (30) days, City in its sole judgment may determine to terminate this Agreement or permit a cure.
- C. In the case of any of the aforesaid events of termination, City may exercise the above right of termination by delivering a written notice of termination to West Jordan at the address set forth herein, and this Agreement shall terminate as of that date and time. Delivery may be by hand or by certified mail. Thereafter, City may take immediate

possession of the Leased Property and all improvements thereon and remove West Jordan's personal property. Any rental due hereunder shall be payable to said date of termination.

- D. It is agreed that failure to declare this Agreement terminated upon the default of West Jordan for any reasons set forth above shall not operate to bar or destroy the right of City to declare this Agreement null and void by reason of any subsequent violation of the terms of this Agreement.

#### ARTICLE 13

##### ASSIGNMENT AND SUBLEASING

West Jordan shall not assign, transfer, sublease, pledge, hypothecate, surrender or otherwise encumber or dispose of this Agreement or any estate created by this Agreement, or any interest in any portion of the same, or permit any other person or persons, company or corporation to occupy the Leased Property without written consent of the City being first obtained, which consent, except for involuntary actions, shall not be unreasonably withheld.

#### ARTICLE 14

##### REMOVAL OF PERSONAL PROPERTY

- A. Title to personal property shall at all times remain in West Jordan, and West Jordan shall have the right at any time to remove any or all personal property of every kind and nature whatsoever which West Jordan may have placed or installed upon the Leased Property. Any and all fixtures, tools, devices, appliances, furniture, pictures, furnishings,

equipment, and supplies, of every kind and nature, heretofore or hereafter placed or installed by West Jordan on the Leased Property, as between City and West Jordan, shall be and remain the personal property of West Jordan, notwithstanding the same are or may be attached or affixed to the floors, ceilings, or any other parts of any buildings or structures on the Leased Property. West Jordan shall have said right to remove same provided that, upon any such removal, West Jordan shall repair, at its own expense, any damage resulting therefrom and leave the Leased Property in a clean and neat condition, with all improvements in place.

- B. West Jordan at its sole cost and expense, shall remove all personal property from the Leased Property prior to termination of this Agreement. City shall be entitled to remove all personal property from the Leased Property if West Jordan fails to remove said personal property, and City shall store such property at West Jordan's expense, plus 30% of the removal and storage expense and cost of administration.

## ARTICLE 15

### INSPECTION OF LEASED Property

City, its agents, or employees may enter upon the Leased Property, at any and all reasonable times during the term hereof for the purpose of determining whether or not West Jordan is complying with the terms and conditions hereof or for any other purpose incidental to rights of City. If West Jordan is in violation of any of the covenants of this Agreement and fails to correct said violations as provided herein, the

City may elect, in lieu of cancellation, to provide that the necessary action be taken at the cost and expense of West Jordan, and West Jordan agrees to reimburse City promptly for the cost thereof together with ten percent (10%) for the cost of administration.

## ARTICLE 16

### FORCE MAJEURE

Any prevention, delay, or stoppage of performance of West Jordan's or City's obligations hereunder due to acts of God, governmental restrictions, governmental controls, governmental regulations, enemy or hostile government action, civil commotion, fire or other casualty, or any other causes beyond the reasonable control of either shall not be deemed to be a breach of this agreement or a violation of or failure to perform any covenants hereof, and either shall have a reasonable time after cessation of any of such causes within which to render performance delayed thereby.

## ARTICLE 17

### SPONSOR'S ASSURANCES

This Agreement shall be subordinate to the provisions of any existing or future agreements between City and the United States Government, and any applicable Federal laws or regulations relative to the operation, security or maintenance of the Airport, the execution of or compliance with which is, or will be required as a condition precedent to the granting of Federal funds for the development of the Airport to the extent that the provisions of any such existing or future agreements are generally required by the United States at other civil air carrier airports receiving Federal funds

and provided that City agrees to give West Jordan written notice in advance of the execution of such agreements of any provisions which will modify the terms of this Agreement.

#### ARTICLE 18

#### QUIET ENJOYMENT

City represents that the Leased Property is zoned to permit the uses provided for in this Agreement. City represents that it has a marketable title and unencumbered fee interest to the Leased Property. City will defend West Jordan's right to quiet enjoyment of the Leased Property from the claims of third persons.

#### ARTICLE 19

#### RIGHT OF FLIGHT

West Jordan understands and agrees that City reserves the right of flight for the passage of aircraft above the surface of the Leased Property hereunder in accordance with Federal Aviation Administration criteria, and such right of flight shall include the right to cause in such airspace such noises as may be inherent to the operation of aircraft now known or hereafter used for navigation of or flight in the air; and that City reserves the right to use said airspace for landing at, taking off from or operating aircraft on or over said Airport.

#### ARTICLE 20

#### REDELIVERY OF LEASED PROPERTY

West Jordan shall, upon termination of this Agreement quit and deliver up the Leased Property to City peaceably, quietly, and in as good order and condition as the

same now are or may hereafter be improved by West Jordan or City, reasonable use, wear, tear and deterioration excepted.

#### ARTICLE 21

#### HOLDING OVER

In the event West Jordan remains in possession of the Leased Property after the expiration of this Agreement without any written renewal thereof, such holding over shall not be deemed as a renewal or extension of this Agreement but shall create only a tenancy at will from month to month, which may be terminated at any time by City giving thirty (30) days prior written notice of termination.

#### ARTICLE 22

#### THIRD PARTIES

This Agreement does not and shall not be deemed or construed to confer upon or grant to any third party or parties any rights to claim damages or to bring any suit, action or other proceeding against the City because of any breach hereof or because of any of the terms, covenants, agreements or conditions herein contained.

#### ARTICLE 23

#### AGREEMENT MADE IN UTAH

This Agreement has been made in, shall be construed in accordance with and enforced under the laws of the State of Utah.

ARTICLE 24  
SUCCESSORS

This Agreement shall bind and inure to the benefit of any successor of City and any successor, assignee, or sublessee of West Jordan.

ARTICLE 25  
HEADINGS

The Article headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

ARTICLE 26  
NON-WAIVER

Any waiver of any breach of covenants herein contained to be kept and performed by West Jordan shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the City from declaring a forfeiture or termination for any succeeding breach either of the same condition or covenant or otherwise.

ARTICLE 27  
TIME OF ESSENCE

Time is of the essence of this Agreement.

ARTICLE 28  
NOTICES

Notices to City provided for herein shall be sufficient if sent by certified mail, postage prepaid, addressed to:

Executive Director - Salt Lake City Airport Authority  
Salt Lake City International Airport  
AMF Box 22084  
Salt Lake City, Utah 84122

and

Manager, Denver ADO  
5440 Roslyn, Suite 300  
Denver, Colorado 80216

and notices to West Jordan, if sent by certified mail, postage prepaid, addressed to:

West Jordan City Manager  
8000 S. Redwood Road  
West Jordan, Utah 84088

or at such other addresses as the parties may designate to each other in writing from time to time.

## ARTICLE 29

### ASSIGNMENT

This Agreement cannot be assigned by either party without the prior written consent of the other.

## ARTICLE 30

### ENTIRE AGREEMENT AND ALTERATIONS

- A. This Agreement supersedes and revokes all previous negotiations, arrangements, letters of intent, offers to lease, lease proposals, brochures, representations, and information conveyed, whether oral or in writing, between the parties hereto or their respective representatives or any other person purporting to represent the City or West Jordan. West

Jordan acknowledges that it has not been induced to enter into this Agreement by any representations not set forth in this Agreement, it has not relied on any such representation or construction of this Agreement, and the City shall have no liability for any consequences arising as a result of any such Representations.

- B. No alteration, amendment, change or addition to this Agreement shall be binding upon the City or West Jordan unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

RECORDED

NOV 28 1995

SALT LAKE CITY CORPORATION

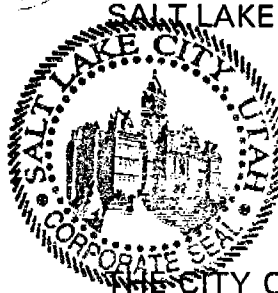
CITY RECORDER

  
EXECUTIVE DIRECTOR

SALT LAKE CITY AIRPORT AUTHORITY


ATTEST:

  
CHIEF DEPUTY CITY RECORDER



THE CITY OF WEST JORDAN, UTAH

ATTEST:

  
CITY RECORDER

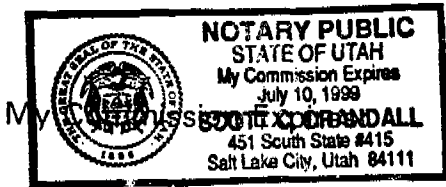
  
MAX R. HOGAN, MAYOR



STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

On NOV 28 1995, personally appeared before me LOUIS E. MILLER and  
S. R. Kivett, who being by me duly sworn, did say that they  
are the EXECUTIVE DIRECTOR, SALT LAKE CITY AIRPORT AUTHORITY and CHIEF  
DEPUTY CITY RECORDER, respectively, of SALT LAKE CITY CORPORATION, and said  
persons acknowledged to me that said corporation executed the same.

*[Handwritten Signature]*  
NOTARY PUBLIC, residing in  
Salt Lake County, Utah



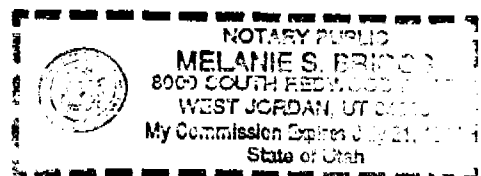
STATE OF UTAH )  
 : ss  
COUNTY OF SALT LAKE )

On October 26, 1995, personally appeared before me  
Max R. Hogan, who being by me duly sworn did say  
that (s)he is the Mayor of the City of West Jordan, Utah, a  
municipal corporation of the State of Utah, and that the foregoing instrument was  
signed in behalf of said corporation by authority of a resolution (or bylaws) of its Board  
of Directors; and said persons acknowledged to me that said corporation executed the  
same.

*[Handwritten Signature]* Salt Lake County  
NOTARY PUBLIC, residing in

My Commission Expires:

July 21, 1997



Burton Highway

AREA 2

4.47 AC.

PRZ

West Jordan

Water Tap Site

4000 West Street

South Street

AREA 1  
49.33 AC.

State Road Comm

EXHIBIT A

PART OF AREA 3

IN THE NE 1/4 SEC. 31

(Section number, T14N, R10E)

July 28, 1999

Rory Andreason  
West Jordan City – Records Office  
8000 South Redwood Road  
West Jordan, Utah 84088

RE: Lease Agreement – Soccer Complex

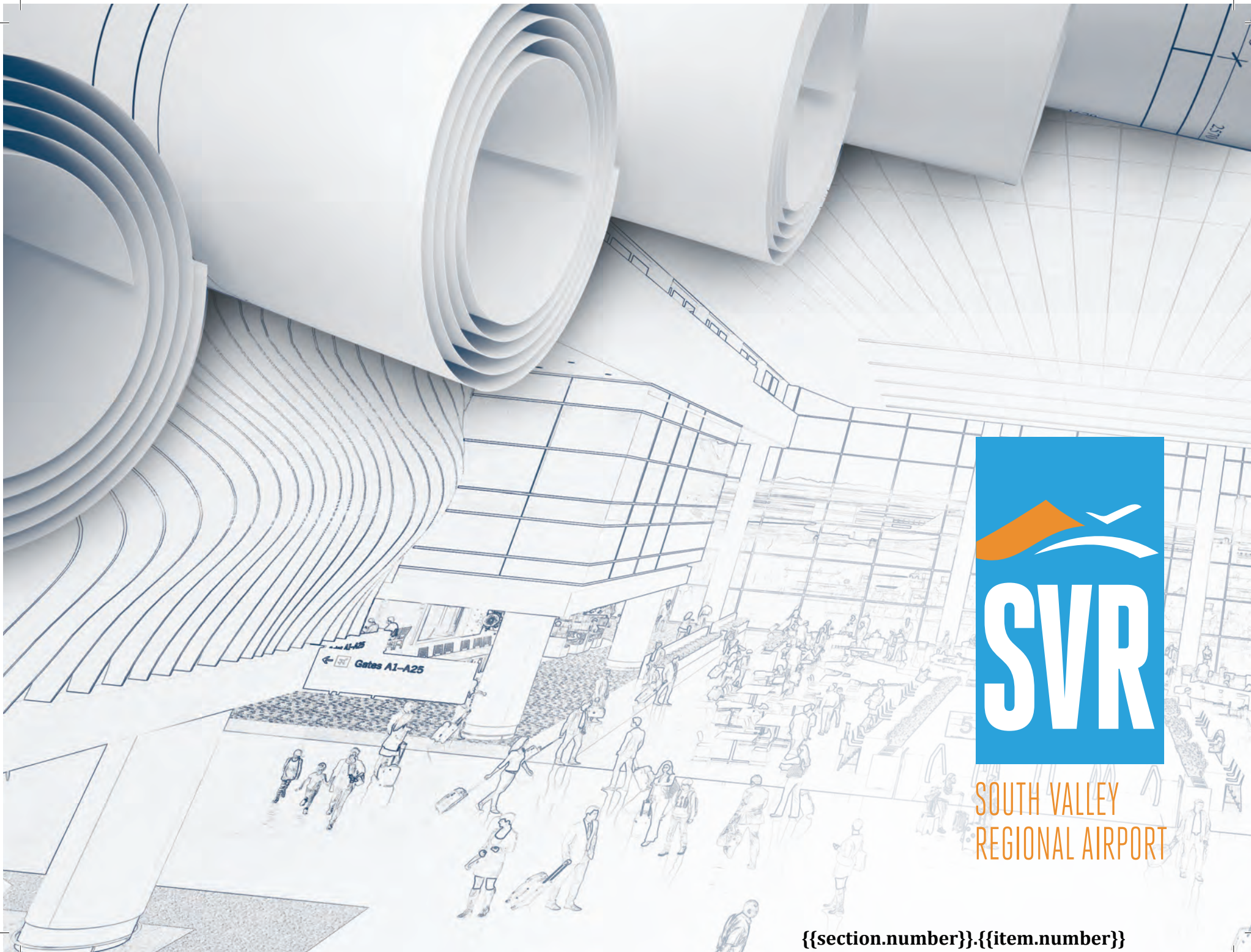
Dear Rory:

As you requested, enclosed please find a copy of the lease agreement between Salt Lake City Corporation and West Jordan City. If you have any questions or require additional information, please don't hesitate to contact me at 575-2894.

Sincerely,



Lorraine Carlton  
Property & Contract Specialist



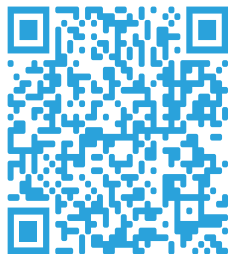
SOUTH VALLEY  
REGIONAL AIRPORT

# SOUTH VALLEY REGIONAL AIRPORT MASTER PLAN MEETING

The Salt Lake City Department of Airports (SLCDA) is planning for the future of South Valley Regional Airport (SVR) and we want to hear from you! Please join SLCDA—owner and operator of SVR—at a public meeting to learn about the master planning process and to ask questions about the future of SVR.

**Tuesday, October 18 from 6 to 8 p.m.**

**West Jordan Public Works Building, 7960 South 4000 West**



A virtual option is available and can be accessed from 6 to 7 p.m. through Zoom:  
[https://rsandh.zoom.us/webinar/register/WN\\_c0kFPZ4NQ62if9-1L8j16A](https://rsandh.zoom.us/webinar/register/WN_c0kFPZ4NQ62if9-1L8j16A)



DEPARTMENT OF  
AIRPORTS

P.O. Box 145550

Salt Lake City, Utah 84114-5550



July 3, 2013

Mr. David Everitt  
Chief of Staff  
Salt Lake City Corporation  
451 South State Street, Room 306  
PO Box 145474  
Salt Lake City, UT 84114-5474

Dear Mr. Everitt:

Thank for your February 4 letter, concerning the corrective actions proposed to the Federal Aviation Administration’s (FAA) compliance review of Salt Lake City Department of Airports (DOA). The items sent were in response to our request for additional information and modifications of the original corrective action plan submitted by the City on August 2, 2012. We appreciate the fact that your letter recognizes the City’s full commitment to implement corrective actions for violations of FAA’s Policy and Procedures Concerning the Use of Airport Revenue (Revenue Use Policy).

Your responses to the five findings indicated, in part:

**West Jordan Soccer Field:** The City will allow the initial term of the soccer field to run its course through October, 2025, but the City will not allow West Jordan to exercise an option for a second, 20-year term.

**Land Swap/Easement:** The City’s General Fund, subject to annual appropriation, will reimburse the DOA \$983,943.19 (\$912,656 plus statutory interest of \$71,287.19) over a 10-year pay period on the following schedule (which accounts for accumulating interest on the unpaid balance):

	Principal	Accumulated Interest	Total
7/01/13	\$94,047.33	\$9,839.43	\$103,886.76
7/01/14	\$94,987.81	\$8,898.96	\$103,886.76
7/01/15	\$95,934.68	\$7,949.08	\$103,886.76
7/01/16	\$96,897.06	\$6,989.70	\$103,886.76
7/01/17	\$97,866.03	\$6,020.73	\$103,886.76

7/01/18	\$98,844.69	\$5,042.07	\$103,886.76
7/01/19	\$99,833.14	\$4,053.63	\$103,886.76
7/01/20	\$100,831.47	\$3,055.29	\$103,886.76
7/01/21	\$101,839.79	\$2,046.98	\$103,886.76
7/01/22	\$102,858.18	\$1,028.58	\$103,886.76
Total	\$983,943.19	\$54,924.46	\$1,038,868.65

The DOA will annually certify to the FAA that these amounts have been properly withheld from the DOA's payments to the General Fund for city services rendered to the airport system.

**Boeing Lease:** Based on the appraised fair market value of the subject property, Boeing will pay a rental rate of \$0.27/sf for the "Premises" lease, effective January 1, 2013. If Boeing exercises its options on the "Land Bank" or "additional property" over the next five years, Boeing will be required to pay the appraised fair market value of \$0.23/sf. These lease rates will be updated every five years to reflect then-current appraised value in conjunction with Boeing's options to renew the lease.

**Wingpointe Golf Course:** The City would make reasonable efforts to rezone the property to allow aeronautical uses over the next five years. The DOA would amend the existing MOU so that the MOU expires on December 31, 2017 (instead of June 30, 2087) and, effective July 2, 2013 (the start of the next fiscal year), require the City, subject to appropriation, to reimburse the DOA for its costs (currently about \$55,000/year) for maintaining security, managing wildlife and otherwise ensuring that the use of the property as a golf course does not impair the use of Salt Lake City International Airport (SLC) as an airport.

The MOU would also be amended to provide if, as of December 31, 2017, the property is not needed for aeronautical use, the MOU may be extended for an additional 5-year term, but only if the City pays the DOA the current appraised fair market value rent for the golf course. The City has agreed to the following annual payment schedule, subject to appropriation:

	Annual Payment
FY 2014	\$55,000
FY 2015	\$60,000
FY 2016	\$65,000
FY 2017	\$70,000
7/17-12/17	\$37,500

**Cost Allocation Plan:** As recommended by the FAA, the DOA's internal auditor will review the City's cost allocation plan on an annual basis.

Based on your responses, FAA has agreed to your corrective action plan. However, you noted that both payments for the Golf Course and Easement are subject to annual appropriations. We understand the DOA's annual budget is subject to City Council approval and that the City is committed to resolving the findings. However, failure to not appropriate

these annual payments could place the DOA in noncompliance with Federal law. Sanctions for noncompliance can include:

- Withholding of future and existing grants;
- Withholding approval of an application to impose a passenger facility charge;
- Federal court action; and
- Civil penalties as stated in FAA's Revenue Use Policy.

In an effort to alleviate FAA's concerns over the "subject to annual appropriations" language, the Executive Director of SLC provided a plan to formalize the repayment for the Golf Course and Easement. It states that if the City's golf course enterprise fund does not make the proposed rental payments, the City will close the golf course and return it to the Airport. For the Easement, the City will include the payments in the City's nondepartmental budget schedule, where it will be described as "10 Year Plan – Airport Trail Reimbursement Required by FAA Corrective Action Plan." The DOA believes that this expressly shows the City's full commitment to making the scheduled payments and inclusion in the non-departmental budget will formalize the obligation.

FAA will continue to monitor the lease arrangements and/or repayments for the Golf Course, Boeing, and the Soccer Field. In the future, please submit copies of supporting documentation to the FAA on an annual basis for the payments made to the DOA for the Golf Course and Easement. In addition, we fully expect the DOA and the City to fulfill its promises with regard to the proposed current and future lease modifications.

Should you have any further questions, please contact David Duchow at (202) 493-4604.

Sincerely,



Randall S. Fiertz  
Director of Airport Compliance  
and Management Analysis

cc: Maureen Riley, Executive Director, SLC  
Scott Lewis, Anderson & Kreiger, LLP.  
John Bauer, Denver Airports District Office  
Joelle Briggs, Northwest Mountain Airports Division



# REQUEST FOR COUNCIL ACTION

**Action:** Need Council to take action

**Meeting Date Requested** : 02/15/2023

**Presenter:** Kelvin Green/Kayleen Whitelock

**Deadline of item** :

**Department Sponsor:** Council Office

**Agenda Type:** DISCUSSION TOPICS

**Time Requested:** 10 minutes presentation, 10 minutes council

*(Council may elect to provide more or less time)*

**1. AGENDA SUBJECT**

Discussion on proposed sewer lift station language for Title 13 Zoning Regulations

**2. EXECUTIVE SUMMARY**

Is there council direction to have staff add a prohibition of Sewer Lift Stations within city code?

Current City Engineering [standards](#) part 2.14 and 2.15 do not permit sewer lift stations on public systems. City Engineers must approve private installations of sewer lift stations.

At this time, there are currently no public sewer lift stations in the City of West Jordan. There is one private lift station near the Jordan River.

**3. TIME SENSITIVITY / URGENCY**

none

**4. FISCAL NOTE**

There should be no fiscal impact to the City

**5. PLANNING COMMISSION RECOMMENDATION**

None at this time. Any Title 13 amendments, additions, and deletions would need to be heard before the Planning Commission

**6. STAFF ANALYSIS**

**7. MOTION RECOMMENDED**

Committee of the Whole sends this to affected departments for refinement and processing.

**8. MAYOR RECOMMENDATION**

**9. PACKET ATTACHMENT(S)**

Ordinance and Engineering Standards

**10. OTHER INFORMATION**

Title 13  
Chapter 20  
SEWER LIFT STATIONS

**13-20-1 Definitions**

- A. Lift station means a sewer pumping facility greater than three horsepower or serving more than one residential or commercial unit that takes the place of the gravity flow sewer system.
- B. Force main means a principal conduit through which water is pumped as distinguished from one through which it flows by gravity.
- C. Gravity flow sewer means the part of the wastewater system that uses gravity, as opposed to lift stations, pumps, or pressure lines, to transport sewage.
- D. Sewage means any liquid or water-carried industrial or sanitary wastes, whether treated or untreated, including polluted heating and/or cooling water from dwellings, commercial buildings, industrial facilities and institutions, that is contributed or permitted to enter the public sewer system.
- E. Sewer means a pipe or conduit that collects and carries wastewater.
- F. Ejector pump means a mechanical unit through which sewage is lifted to an elevation where gravity flow sewer is available.

**13-20-2 Private Lift Station - Permission And Liability**

- A. Lift stations are permitted only when gravity sewer to the property being served is unobtainable as defined by this chapter.
- B. No lift stations and/or force main shall be permitted where installation is not in compliance with the City's Sanitary Sewer Master Plan.
- C. Lift stations shall not be allowed as part of any development or real property regardless of the number of units or type of development being constructed or other constraints including offsite improvements:
  - 1. An application shall be submitted to public works by the applicant proposing a lift station. The application will include specific information on ownership, maintenance, and engineering studies regarding the proposed lift station.
  - 2. The director of public works, in coordination with the city engineer, shall review all proposed lift stations and provide a recommendation to the city council for its consideration prior to approval of any submittal.
  - 3. The City Council, by ordinance, will approve or deny any application.
- D. West Jordan City does not maintain any publicly owned lift stations.
- E. Lift stations are only permitted on private property. No lift station shall be dedicated to the city and will not be owned, maintained, or operated by the city.
- F. Lift stations or force mains are prohibited any public right of way or public easement, including public utility easements.
- G. Any and all damages resulting from lift stations, including, but not limited to, overflows, spills, and backflows, are the responsibility of the owner/applicant.

- H. Overflows, spills and backflows shall be subject to fines, penalties or regulatory enforcement by the city.

### **13-20-3 General Requirements**

1. All lift stations and connecting infrastructure shall be private. All drainage/flow to the lift station shall result from private infrastructure. No public infrastructure shall supply sewage either to or from a lift station.
2. All connections into the city's public infrastructure shall occur through a privately owned gravity flow sewer.
3. All lift stations shall be below grade with no less than duplex submersible pumps operating in a lead-lag configuration such that the pumps alternate after each pump cycle.
4. Each lift station shall have an above-grade access hatch of a size, configuration, and elevation that is readily accessible for a human being and suitable for easy installation and removal of the pumps. The hatch shall be designed and located such that surface water flow cannot enter the lift station.
5. All pumps shall be able to pass a three-inch diameter solid.
6. The lift stations shall be made of fiberglass, or other material approved by the city engineer.

### **13-20-4 Design Requirements**

- A. The owner/applicant shall furnish and install the entire lift station/force main system. The system shall be designed, at the sole cost and expense of the owner/applicant, by an engineer licensed in the State of Utah. The design must be reviewed and approved by the city engineer. The designer shall consult with the city engineer during the design of the system.
- B. Development and design plans shall provide the following:
  1. Connection to the city's infrastructure through a privately-owned gravity flow sewer line;
  2. Design calculations, including pump curves, showing the pump and system head curves;
  3. Private infrastructure plan, including delineation of the basin and sub-basins that drains to the lift station, along with contours and projected flow calculations;
  4. Details of the lift station installation including grades, materials of construction, control systems, etc.;
  5. Plan and profile views;
  6. Electrical supply and control diagrams showing all electrical requirements, as well as control logic diagram (or a written description of the control logic);
  7. Site plan showing finished grade contour lines (two-foot intervals) in and around lift station and access road and all existing and proposed utilities; and;
  8. Any other specifications and details reasonably required by the city engineer.

### **13-20-5 Safety Requirements**

Lift stations shall have the following:

- A. Fenced area eight-foot-high fabric nine-gauge wire (chain-link type) with top rails and bottom tension wires; three strands barbed wire at top on angled extension arms; posts embedded in a minimum of three-feet of concrete; posts are to be spaced a maximum of ten feet apart;
- B. Fourteen-foot wide gate on four-inch diameter posts;
- C. High pressure sodium security light on twenty-foot pressure treated pole with automatic eye;
- D. The wetwell shall be sized to prevent excessive cycling of the pumps.
- E. Hatch doors shall be sized by the pump supplier to allow adequate clearance to easily remove the pumps;
- F. The force main must have a cutoff valve positioned after the check valve pit.
- G. No conduit runs or junction boxes are to be installed inside or on top of wet well.
- H. Lift stations shall have factory-installed hour meters to show pump's running times to the tenth of an hour.

### **13-20-6 Maintenance**

- A. Lift stations shall be operated under the direction of a certified Wastewater Collection Systems Operator Grade II or higher. The current name and contact information of the systems operator acting as the direct responsible charge shall be on file with the city, and shall be accessible at all times.
- B. The lift station and/ or force main shall be inspected by a qualified contractor no less than quarterly. Based upon system design and capacity, more frequent inspections may be required.
- C. A record of all inspections shall be maintained.
- D. All inspection records and logs shall be provided to the city upon request and no later than December 31 of each year.

### **13-20-7 Warning System And Emergency Response**

- A. An emergency action plan shall be established by the owner/applicant of the lift station.
- B. Lift stations shall be equipped with a remote telemetry unit to establish radio-based telemetry communication data connection twenty-four hours per day to be monitored by a certified Wastewater Collection Systems Operator Grade II or higher. The name and contact information for the qualified contractor(s) shall be provided to the city.
- C. Lift stations shall have an electrical panel containing an audible alarm, flashing light alarm, and lightning arrestor.

- D. Alarm parameters for each lift station shall include a loss of communication, power failure, high levels in the wet well and if pump run time is longer than programmed.
- E. An emergency generator or power supplied from two independent sources with automatic switchover capability. All gasoline or diesel powered emergency generators shall have secondary containment to protect against releases of fuel.

shall be installed across the trench line at 20-foot intervals to reduce erosion.

Slopes above 35-percent (2.86 horizontal to 1 vertical) shall require sand/cement bags be placed along the trench line at the intervals specified in Standard Drawing No. SS-095 to reduce the flow of water within the pipe trench.

Concrete anchors in accordance with Standard Drawing No. SS-115 will only be required in special instances, where such anchorage is deemed necessary to prevent pipe movement.

#### **2.14 PRIVATE SEWER LINE REQUIREMENTS**

- A. All private sewer line construction shall be required to meet these standards, and/or be subject to review of City Engineer.
- B. Sanitary sewer pumping stations, where they cannot be avoided, may be permitted within a private sewer line and shall not be located within a public sewer line.

#### **2.15 PRIVATE (RESIDENTIAL) PUMPING SYSTEMS**

General City policy is to avoid private residential pumping systems except in those cases where such a system is either: (1) in the City's best interest or (2) the only method for sewerage a lot which cannot be adapted to a gravity system or eliminated. In any case, the use of a private pumping system requires special Engineering Department approval.

Where such a system is employed, the City will not accept responsibility for the satisfactory operation and maintenance of the private system; a document recorded against the property shall confirm this.

- A. All equipment and accessories shall be standard manufactured items with those in contact with sewage being specifically manufactured for sewage use.
- B. The Engineer shall submit, if required, a listing of satisfactory installations using the same products.
- C. Individual systems shall meet the City Engineer's requirements. Of particular importance are the following:
  1. The sump shall have a minimum 400-gallon capacity.
  2. The system shall be of the duplex type (2 pumps) and have duplex controls, which will automatically alternate the pumps and energize both pumps and an alarm during high liquid level.
  3. Pumps shall be heavy-duty centrifugal non-clog type with mechanical seals and cast iron construction. Each pump shall have a minimum 60-gpm capacity when pumping against a total dynamic head of 20-feet. The impeller shall have a 2-inch solids handling capacity. The motors shall be completely oil filled and fully submersible.
  4. Discharge line shall be 3-inches in diameter with a working pressure of not less than 150-psi. All underground discharge piping shall be PVC schedule 40, and above ground piping shall be

PVC schedule 80.

5. The shutoff valve shall be either the ballcentric or eccentric type with a working pressure of not less than 150-psi and suitable for sanitary sewer use. The check valve shall be a rubber flapper swing non-slamming type with a working pressure of not less than 150-psi and suitable for sanitary sewer use.
- D. The discharge lines shall be arranged such that there is gravity flow into the main sewer from the property line.
  - E. Where a unit serves a number of homes, it shall be sized to handle daily flows of at least 500-gallons per day and a peak discharge into the unit to reflect the number of residences.
  - F. All controls shall be non-fouling type and all mechanical and electrical equipment shall equal or exceed City or other pertinent codes.
  - G. Backflow prevention devices as required to prevent water system contamination shall be installed.
  - H. Where a pumping unit is proposed, it shall be requested prior to preliminary plat map approval, except for those cases where the City may decide to approve the unit at a later date.

## 2.16 FORCE MAINS AND LIFT STATIONS

All sewage shall reach the system by gravity flow, in a fresh (non-septic) condition susceptible to conventional sewage treatment processes. Where extreme hardship conditions prevail and a substantial area cannot be sewerred by gravity sewers, in accordance with these requirements, a sewage pumping station may be considered. No pumping facilities shall be designed or incorporated in sewer plans without prior approval.

- A. Lift Stations Design: Lift stations, where permitted, shall be of the dry-pit type incorporating the following features:
  1. Pumps or other devices shall be provided in duplicate, arranged for positive priming.
  2. Capacity shall be provided to handle ultimate peak flow from the tributary area with the largest pump out of service. Stage installation of pumps will be permitted if space is provided for future pump units.
  3. Access shall be provided to site for removal and repair of equipment.
  4. A means for dewatering force mains shall be provided.
  5. Holding capacity in the wet well equivalent to a 24-hour accumulation of sewage from the fully developed area tributary to the pump station.
  6. Bottom of wet well shall slope to suction lines at least 1.75 vertical to 1.0 horizontal. It is recommended that the width of the flat bottom in the wet well not exceed twice the diameter of the suction pipes.
  7. Pump stations for newly developed areas shall not be located in road right of way, but shall be located on a separate parcel of land and shall include fence, gates, landscaping, etc. Pump stations located in road right of way will only be considered when it can be demonstrated to

- the governing body of the road right of way and the Director of Engineering that no other site out of the road right of way is possible and such facility is not temporary.
8. A pump station shall have suitable adjustable level control, sump pump, dehumidifier, ventilation, lights, locking entrance door, running time meters, and cathodic corrosion control.
  9. Pump and fittings shall be designed to permit the passage of a 3-inches diameter sphere through the pump.
  10. Standby power with automatic pump drive transfer shall be provided except when waived by the Director of Engineering. Consideration should be given to using natural gas engines.
  11. Compressor to inject air into the force main at a point outside of pump station so that air will not collect back of check valve with possibility of air locking pump.
- B. Force Mains - Force mains shall be laid on a continuous positive grade and to grades designed to eliminate air pockets in the line.
- C. Construction of Special Structures - Design criteria for special facilities (i.e. junction boxes, etc.) that are not covered in previous sections are to be prepared individually for each specific job, and shall be as approved.

## 2.17 INDUSTRIAL WASTE DISCHARGE

The Developer/Developer's Engineer is to be aware that the City regulates the physical and chemical content of sanitary sewers discharged to the sewerage system. These regulations are contained in an Appendix G to this Manual and are the requirements of the South Valley Water Reclamation Facility (SVWRF). The SVWRF requirements have been adopted by the City by Ordinance in Title 90 of the City's Municipal Code.

Typically, this ordinance only applies to those developments without a discharge of other than domestic sanitary sewer. However, the ordinance should be reviewed if sanitary sewer will contain any hazardous toxic materials, heavy metals, or any other substances, which may be harmful to the operation and maintenance of the sewerage system. The ordinance then requires either the substance be prohibited from discharge or pretreated prior to its discharge to the sewer. Questions and further details concerning these regulations should be directed to the South Valley Water Reclamation Facility industrial waste inspector.

## 2.18 ABANDONMENT OF SANITARY SEWER LINES

Refer to Section 8.0 of this Manual.

## 2.19 SPECIAL REQUIREMENTS

- A. Commercial, and Industrial Uses - Prior to the installation of a sewer lateral into a commercial, industrial, or municipal building the developer is required to obtain approval from South Valley Water Reclamation Facility. They will determine the requirements related to the installation of a grease interceptor, sand trap, or sewer monitoring manhole. The city will not grant a Certificate of Occupancy until written notification of compliance is received from a SVWRF representative.