

SOUTH JORDAN CITY  
CITY COUNCIL MEETING

November 20, 2018

**Present:** Mayor Dawn Ramsey, Council Member Patrick Harris, Council Member Brad Marlor, Council Member Jason McGuire, Council Member Don Shelton, Council Member Tamara Zander, CM Gary Whatcott, Deputy Fire Chief Chris Dawson, Administrative Services Director Spencer Kyle, Public Works Director Jason Rasmussen, Strategic Services Director Don Tingey, Deputy City Engineer Jeremy Nielson, City Attorney Ryan Loose, ACM Dustin Lewis, City Commerce Director Brian Preece, Finance Director Sunil Naidu, IT Director Jon Day, Police Chief Jeff Carr, City Council Secretary MaryAnn Dean

**Others:** Attachment A

**REGULAR MEETING**

**A. Welcome and Roll Call – *Mayor Dawn Ramsey***

Mayor Ramsey welcomed everyone present. All members of the City Council were present.

**B. Invocation – *By IT Director, Jon Day***

IT Director Day offered the invocation.

**C. Pledge of Allegiance**

Zayden White, Pack #3986, led the audience in the Pledge of Allegiance.

Mayor Ramsey recognized the scouts that were present. Pack 3986 and Troop 1586 were introduced.

**D. Minute Approval**

D.1. October 16, 2018 City Council Meeting

**Council Member Harris made a motion to approve the October 16, 2018 City Council meeting minutes, as printed. Council Member Zander seconded the motion. The vote was unanimous in favor.**

**E. Public Comment:**

**Thad Wyland**, 4492 Enid Dr., noted that they are celebrating the 397<sup>th</sup> Thanksgiving holiday this week. He reviewed the events of the first Thanksgiving, and discussed how the date that the holiday is celebrated was determined. He said South Jordan is reaping a bountiful harvest. He said he is grateful for the efforts of the City Council.

**Amy Rock**, 3271 Blackhawk Dr., indicated that she was speaking on behalf of 3 swim teams. She said Marv Jensen will be closing in a year. That will leave them without an indoor pool. She said they have great youth that participate, and they deserve a great facility. It is a defining part of their kid's life. She asked that they consider expanding the pool at the South Jordan Recreation center. She said they realize pools are expensive to build and maintain. She said they are asking for an advocate for a pool within the city limits. She said the swimmers are worried about where they will be able to swim in the future. They are excited to get past "working on it" and start building a pool.

Alyssa, one of the coaches for the Bingham High swim team. She said the team has been swimming at Marv Jensen for over 20 years. They spend many hours swimming. They learn hard work, patience, persistence, unity, discipline, and team work. She reviewed some of the legacies of past swimmers. She said the legacy in Bingham High's swim team is the life lessons learned. They are eager to work with the City, County, and School Board to find a solution to their needs.

**Mitchell Sorensen**, 11044 S. Haminey Way, said he has been swimming for 3 years. He tried other sports and didn't enjoy them. Swimming was hard at first, but he learned to enjoy it. His siblings also swim. It is important to their family. He was shocked and disappointed to hear that Marv Jensen is closing down. He said he hopes that the City, County, and School District can build a pool in South Jordan.

Mayor Ramsey expressed appreciation to the swim community.

**Dan Ramsey**, 5934 W. Firestone Cir., said baseball has been part of South Jordan for quite some time. They have over 1000 youth that participate in Bingham baseball. They had a successful 2018 season. He expressed appreciation to the coaches. He said he is grateful that the City Council and staff champion youth programs in South Jordan. He thanked them on behalf of the Bingham baseball and youth programs. He thanked the police and fire departments for their assistance during the season. He presented them with a championship baseball ring.

**Lyman Molton**, 11021 Woodfield Rd., said there is a park in South Jordan – Sunrise Park – that is currently unfinished. There are benches without tops, and the electrical system is partially unfinished. Mr. Molton (father) said it would be nice to get that park finished. It has been in a state of disarray for a number of years.

**Kathy DeWitt**, 9450 S. Autumn Meadow Cir., said they are told that the city is pretty sure that Plan A for Glenmoor golf course will be accomplished. With the alternative Plan B, there are 72 homes proposed on the course. Where they are proposed, it will wreck the golf course. It is taking away from holes 9 and 10, and cutting down on the parking lot. They are concerned about traffic, and the impact to schools in the area. They do not feel Plan B is a good plan. They want to preserve the 18-hole golf course. It makes a profit. She said they could look at building the pool on the corner of the golf course. There used to be a pool on the property. She said they are hoping plan A works. They are looking forward to more information on Plan A, and the City Council needs to rethink Plan B.

## **F. Mayor and City Council Reports**

Council Member Shelton said he met with the Senior Advisory Committee. They will be presenting later in this meeting. He reported on the Western Growth Coalition meeting. Senator Anderegg proposed a bill to create an Oquirrh Mountain Range Commission. He said Tom Dolan spoke as well. He spoke highly of South Jordan. He said there is a significant work needed to improve the Glenmoor golf course property. He has seen concept plans for a new club house. It is very exciting.

Council Member Harris said he attended a Historical Committee meeting. He said they are looking at doing a project in coordination with Bingham High School, and having the high school kids digitize and put additional records together in book format. He also noted the Veteran's Day breakfast.

Mayor Ramsey recognized Tracy Miller from the Jordan Board of Education who was present at the meeting.

Council Member Marlor said he attended the Architectural Review Committee meeting. There are many ongoing projects. He said he met with a group of scouts last week; he does that regularly. He reported on the Wasatch Front Transportation meeting. That was informative about changes in South Jordan and the Wasatch Front. With the growth along the Wasatch Front, there are a lot of transportation needs.

Council Member Zander said she also attended the Wasatch Front Regional Transportation meeting. She reported on the Mosquito Abatement District meeting. Merit Medical was there presenting their EDA for approval. South Jordan was spoken highly of in that meeting. The mosquito abatement Board voted favorably to the EDA. She said they are grateful to have Merit Medical in the city.

Council Member Zander noted a trax line accident. She said UTA is not planning on putting any safety gates in the city boundaries. CM Whatcott said it is regulated through the federal government. There are no arms when the crossing is part of an intersection. They are meeting all national safety guidelines. Council Member Zander said she would like to do anything in their power to avoid future accidents. City Attorney Loose said staff would research it further.

Council Member McGuire reported on the Halloween bash at the Community Center. He also attended a general plan meeting. They have been gathering input and vision of what the residents would like to see. They are issuing some vision statements, and getting additional input. He updated the City Council on upcoming Arts Council events. He also attended the Wasatch Front Regional Council transportation meeting. There is an interactive map online. It was noted that more utility boxes have been wrapped with art done by local artists.

Mayor Ramsey reported on a community round table discussion at Salt Lake Community College. They talked about a pilot water project that South Jordan will be working on. She attended the UDOT 4 interchange completion celebration. She said they appreciate UDOT moving the 10400 South project up the list a year. She congratulated Bingham High's football

team on a successful season. She indicated that she attended Mary Poppins and Singing in the Rain at local schools. She attended the Salt Lake County Council meeting where Merit Medical's expansion project was presented. She was also present when Merit Medical presented to the Jordan School District. She has been to all of the Jordan School Board meetings, and their public hearing. She said she appreciated working closely with Board Member Tracey Miller. She said she spoke at a ground breaking of a 55 and older community in Daybreak. She said things are going well at the sewer board and it is well managed; there should be no rate increase for 25 years. She thanked Brian Preece for his work on the Merit Medical issue.

Mayor Ramsey said she would be flying to NYC with the South Jordan Choral Arts group. A composer is being honored at Carnegie Hall. He wrote 2 pieces for the program and personally invited this choir.

It was noted that Mayor Ramsey is current serving on 19 boards/committees in the state. South Jordan is being well represented.

On December 1<sup>st</sup>, the afore mentioned choir will be performing Sounds of the Season at Bingham High School at 2 pm and at 7 pm.

Police Chief Carr reported on a choking incident in Daybreak where Sergeant Winkler was able to save a young boys life. Council Member Zander indicated that she was present for the incident; Sergeant Winkler was heroic.

**G. Presentation: Senior Advisory Committee Report (By Chairman, Mick Florin)**

**Mick Florin**, Senior Advisory Committee, said they have activities 5 days a week. He reviewed some of their programs, and their mission statement. A handout was given out with their newsletter, calendar, and statistics (Attachment B). He noted that their participation numbers continue to increase. He reported on the Halloween party, Veterans Day luncheon, and Thanksgiving banquet. They have a Holiday banquet and New Year's banquet coming up. He expressed appreciation to Bronson Mason, Eagle Scout, for building them a large bookshelf. He reviewed some comments of why seniors come to the center. The center and programs mean a lot to the Seniors. He thanked the City Council.

Council Member McGuire gave credit to the staff person that assists the Seniors. He said considering the number of participants that are utilizing this program, the City Council should revisit the issue of a Senior Center. They currently use the Community Center. Their numbers will continue to grow. They should do something to better serve the seniors.

**H. Public Hearing: McMullin Acres Subdivision located at 10566 South 2700 West.**

- **Resolution R2018-54**, Land Use Amendment from Rural (Rural Residential, up to 1.8 lots per acre) to Low Density Residential, (up to 3 lots per acre); and
- **Rezone Ordinance 2018-09-Z**, changing the Zoning Map from the R-1.8 (Single-Family Residential, 1.8 lots per acre) Zone to the R-2.5 (Single-Family Residential, 2.5 lots per acre) Zone. Dan Milar, Gordon Milar

Construction (Applicant). *(By Planning Director, Steven Schaefermeyer)*  
**RCV**

Planning Director Schaefermeyer reviewed the background information (Attachment C). He noted that the party that is rezoning the property will not be developing the property.

**Lindsay McMullin**, 10456 S. 1540 W., said the Milar's have opted to pull away from the development. They are still moving forward with the rezone.

Mayor Ramsey opened the public hearing. There were no comments. She closed the public hearing.

Mr. McMullin said they are moving forward. They have been contacted by other developers. They feel the concept plan presented will work well. He said this has been family owned property since 1972. It was noted that this application is for zoning only at this time.

**Council Member Harris made a motion to approve Resolution R2018-54. Council Member Marlor seconded the motion. Roll call vote. The vote was unanimous in favor.**

**Council Member Harris made a motion to approve Rezone Ordinance 2018-09-Z. Council Member McGuire seconded the motion. Roll call vote. The vote was unanimous in favor.**

- I. Public Hearing:** Glenmoor Golf Course – Generally located at 9800 South 4800 West; 1) Rezone approximately 127 acres from A-1 (Agriculture) to OS-P (Open Space – Park); 2) Land Use Amendment from Open Space to Medium Density Residential (approximately 8.5 acres) and rezone from A-1 (Agriculture) to RM-6 (Multi-Family Residential) and the Planned Development (PD) Floating Zone.
- **Rezone Ordinance 2018-10-Z**, rezoning the subject property from the A-1 Zone to the OS-P Zone; and
  - **Resolution R2018-60**, authorizing the City and Developer to enter into a Development Agreement pertaining to the development of the property; and
  - **Resolution R2018-38**, amending the land use designation of the subject property from Open Space to Medium Density Residential; and
  - **Rezone Ordinance 2018-12-Z**, rezoning the subject property from the A-1 Zone to the RM-6 Zone and the Planned Development (PD) Floating Zone as described.
- (By City Attorney, Ryan Loose)* **RCV**

City Attorney Loose reviewed the background information on this (Attachment D). Staff was tasked with not raising taxes, not cutting services, not getting into expensive litigation, and preserving the golf course. A lot of work has been done by staff and the City Council. This is the next step to complete their obligation. He reviewed the proposed rezones. He reviewed the changes to the agreements (Attachment E). He reiterated that this is plan B. They hope to bring plan A to the City Council on December 4<sup>th</sup>. He said with plan A, they hope to be able to assign development rights, but come up with a better agreement. They will work with partners towards

the goal that the whole course be preserved with no development. Those agreements will happen overtime. There are safeguards so the city can buy the course and preserve it itself, if needed.

Mayor Ramsey opened the public hearing.

**David Booth**, superintendent at Glenmoor Golf Course, said he hopes the city is successful in their negotiations for Plan A. He has concerns with Plan B. They understand that Plan B is the backup plan. He said the houses proposed between holes 9 and 10 will be hit by golf balls. He asked who is liable for damage to those houses? He said in this proposal, the size of the parking lot is cut in half. He said they don't feel the traffic count numbers are accurate. He also expressed concern about water, if those homes are built. He said it would have been helpful if the employees were included in the plans. He said the only way they can develop up to 11 acres is if there are significant changes made to the golf course.

**Dale Smith**, 9651 Wood Vista Cir., said he used to play golf here a lot. He concurred with Mr. Booth's comments. He concurred that the homes between holes 9 and 10 will be hit. They need to leave the golf course open, and try to get money for the course another way. It is a beautiful course. He also expressed support for the staff members who assists the senior citizens program. He attends the wood working class and supports the senior center.

**Judy Smith**, said they can't afford to decrease the parking lot in the golf course. She said putting houses there will ruin the course. She hopes they can find a solution with the receiver to keep the golf course as is. 72 lots is way too many for the area. They need water to keep the course alive. She said both youth and seniors enjoy golf. She said they should also help the youth with their swimming pool.

**Donna Sacket**, 9750 S. Tayside Dr., thanked the city for their hard work. These programs are vital to keep their youth pointed in the right direction. Plan A would be her choice. She thanked the City Council for looking at other options to keep the course.

**Todd Knauss**, 4449 Lennox Dr., said he backs up to the 13<sup>th</sup> hole. This issue effects a lot of homeowners and taxpayer's property rights. The main reason is their view of the golf course. He does not see how those houses can fit in the area. He has concerns with the map that was shown. It effects many people that have already purchased lots. Other states have laws that protect golf course lots. He asked why would they zone this multifamily zone, if the proposal is for single family homes?

Mayor Ramsey closed the public hearing.

Council Member Zander asked if a golf ball hits a house, who is liable? CM Whatcott said the golfer. City Attorney Loose concurred.

Council Member Shelton said in October, they entered into an agreement with the receiver to purchase Glenmoor golf course. Under the direction from the residents to preserve it, without raising taxes or reducing services. He has looked at the city budget closely. They do not have \$9.25 million laying around. There are pools of money designated for other projects. If they

pulled that money, they would have violated their directive from the residents. He said they had to fund this purchase without impacting the residents. Staff did a remarkable job finding what seemed like a magic solution to the problem. At the time they entered into the contract with the receiver, the likelihood of Plan A was less probable than it is now. Right now, it is very probable. In their deal with the receiver, they had to have a solution of how to pay for the golf course. There had to be a Plan B. He hates Plan B. The only thing he likes about it is it enabled them in October to enter into a contract with the receiver. Now Plan A is significantly more likely. They will start to execute on it perhaps in 2 weeks. They are feeling excited that the initial plan could come to be. The probability looks good. If they don't do the rezone, it will violate their contract with the receiver. He does not want to see homes built on the golf course. No one on the City Council does. He does not believe homes will be built there. He said he will vote to approve this so they can move forward with the contract that they entered into. Then the City Council will do everything they can to make sure Plan A happens.

Council Member Harris said it is never wise to put all of their eggs in one basket. It keeps the other party honest. He would much rather see homes clustered on the side and have the course preserved, rather than have the whole course filled with homes.

City Attorney Loose said this is a concept plan. At the time of the site plan approval, they will address any issues regarding parking. They have to be compliant with city regulations, including the parking requirements.

Council Member Harris asked about water issues on the property. City Attorney Loose said the irrigation system needs significant upgrades. The new owners will likely do significant changes to that. He noted that they have secured water shares with the state engineer. They have looked at the whole system.

City Attorney Loose said this is in the RM zone, even though it is single family homes, in order to get the PD overlay to work. In the development agreement, it states that the units would be detached.

Council Member Marlcor concurred with the previous comments. The City Council and staff worked hard to preserve the open space and find solutions to keep this open space preserved in perpetuity. They all feel strongly that they will be able to execute on Plan A. They have been very deliberate in what they are doing. None of them want to do Plan B. He expressed appreciation to the City Council and staff for their work. He also thanked the public for their diligence.

Council Member Zander concurred with the previous comments. She said it is terrific that the public has been engaged. The staff, Mayor, and City Council have worked hard. She asked for their trust and confidence.

Council Member McGuire concurred with the previous comments. He said Plan B is the backup plan. They have confidence that Plan A will go through. He thanked staff and Council Member Shelton that Plan A had a chance to begin with.

Mayor Ramsey said it would be irresponsible to not have a Plan B. The first vote to rezone the golf course as open space park is a big deal. They are preserving the 18-hole golf course. It has taken the work of everyone to make this happen, without raising taxes and preserving services. She said they all hate Plan B.

**Council Member Shelton made a motion to approve Rezone Ordinance 2018-10-Z. Council Member Harris seconded the motion.**

Council Member Marlor said he believes the City Council and staff in the 1960's only had a few options regarding zoning for this property. They used what options they had. He will not throw them under the bus. He believes they would be proud of this change. He is honored to be part of this historic change.

**Roll call vote. The vote was unanimous in favor.**

City Attorney Loose noted that there were some changes made to two of the agreements, as outlined earlier.

**Council Member Shelton made a motion to approve Resolution R2018-60, as presented. Council Member Harris seconded the motion. Roll call vote. The vote was unanimous in favor.**

**Council Member Shelton made a motion to approve Resolution R2018-38. Council Member Harris seconded the motion. Roll call vote. The vote was unanimous in favor.**

**Council Member Shelton made a motion to approve Rezone Ordinance 2018-12-Z. Council Member Harris seconded the motion. Roll call vote. The vote was unanimous in favor.**

**Council Member Marlor made a motion to take a break. Council Member Shelton seconded the motion. The vote was unanimous in favor.**

**J. Public Hearing: Ordinance 2018-17, amending Section 17.23.140 (Permitted Uses in the OS-P SubDistrict of the South Jordan City Municipal Code. (By Planning Director, Steven Schaefermeyer) **RCV****

Planning Director Steven Schaefermeyer reviewed the background information on this item. He indicated that they need to revisit this code in the future.

Mayor Ramsey opened the public hearing. There were no comments. She closed the public hearing.

Council Member Harris asked who on the Planning Commission objected to this change? Mr. Schaefermeyer said Ms. Holbrook. There was concern expressed that they have not defined how big the buildings should be and what uses are allowed. He indicated that staff would like to add the open space zone into the uses chapter.

City Attorney Loose said the intent was always to allow the sale of food. They allow it at the baseball diamond. He said Mulligans is different because the front is zoned commercial. He said the concern expressed was that this would open up the golf course to retail because it is accessory to the permitted use. If staff saw an application for multiple uses, they would know it is not an accessory to the golf course. City Attorney Loose said with Glenmoor specifically, there are deed restrictions that keep it a viable golf course.

Mr. Schaefermeyer said the challenge with accessory uses are that they are considered on a case by case basis. They consider if the use is accessory to the primary use.

Mr. Schaefermeyer said if they want to make substantial changes to Glenmoor, they would have to get a conditional use permit.

Council Member Zander asked what if they want to put an amphitheater on the property? City Attorney Loose said it is already allowed. This change is specifically about the preparation and sale of food.

Council Member Harris asked that the issue be brought back at a later time to go through concerns with the chapter. Mr. Schaefermeyer concurred.

**Council Member Zander made a motion to approve Ordinance 2018-17. Council Member McGuire seconded the motion. Roll call vote. The vote was unanimous in favor.**

**K. Public Hearing: Ordinance 2018-23, Text Amendment to Section 16.04.160E of the South Jordan City Municipal Code Regarding Wall Requirements for Double Frontage Lots. (By Engineering Director, Brad Klavano) RCV**

Deputy City Engineer Jeremy Nielson reviewed the background information on this item.

Mayor Ramsey opened the public hearing. There were no comments. She closed the public hearing.

They discussed situations where an existing property owner may not want a masonry wall built. CM Whatcott said it gives the staff and the property owners' flexibility for those that do not desire a wall on their property. Staff does not see any downsides to this Ordinance.

**Council Member Marlor made a motion to approve Ordinance 2018-23. Council Member Shelton seconded the motion. Roll call vote. The vote was unanimous in favor.**

**L. Public Hearing: Ordinance 2018-25, amending the regulations and the Small Cell Infrastructure Design Guidelines for wireless facilities. (By Deputy City Engineer, Jeremy Nielson) RCV**

Deputy City Engineer Jeremy Nielson reviewed the background information on this item.

CM Whatcott said this is an emerging technology. There will be more changes in the future.

Mr. Nielson said they need to regulate where they go, but not be so restrictive that they can't go anywhere.

Mayor Ramsey opened the public hearing. There were no comments. She closed the public hearing.

**Council Member McGuire made a motion to approve Ordinance 2018-25. Council Member Harris seconded the motion. Roll call vote. The vote was unanimous in favor.**

### **M. Staff Reports and Calendaring Items**

CM Whatcott said there was some discussion about doing a newsletter outlining what the City Council has accomplished. He said staff is working on an annual report and they feel that will accomplish what the City Council is looking for.

Council Member Marlor asked if they can include a section for each voting district to make comments? CM Whatcott said they can do that. He said they are still finalizing how it will go out to the residents. They have not been good at reporting back to the residents about what was accomplished. The goal is to deliver the information in January.

Council Member Zander was excused from the meeting at this time.

City Attorney Loose said they are setting up meetings with the new State Legislators. He asked that the City Council watch for those calendaring dates. Council Member Marlor said he prefers Wednesdays at noon.

**Council Member Marlor made a motion to go into a closed meeting to discuss the purchase, exchange, or lease of real property, and to discuss the character, professional competence, or physical or mental health of an individual. Council Member Shelton seconded the motion. The vote was 4-0 in favor.**

**N. Executive Session:** Executive Closed Meeting to discuss the purchase, exchange, or lease of real property

**O. Closed Session:** Closed meeting to discuss the character, professional competence, or physical or mental health of an individual.

**Council Member McGuire made a motion to come out of closed meeting. Council Member Shelton seconded the motion. The vote was 4-0 in favor.**

ADJOURNMENT

**Council Member McGuire made a motion to adjourn. Council Member Shelton seconded the motion. The vote was 4-0 in favor.**

The November 20, 2018 City Council meeting adjourned at 11:25 p.m.

**This is a true and correct copy of the November 20, 2018 City Council Meeting Minutes, which were approved on December 4, 2018.**

*Anna M. West*  
**South Jordan City Recorder**

**AMENDED  
CITY COUNCIL MEETING**

November 20 2018

6:30 P.M.

**ALL THOSE ATTENDING, PLEASE  
PRINT NAME & ADDRESS**

**PRINT NAME**

**PRINT ADDRESS**

Jessica Gilman (BHS swim)	11049 S Alta West Dr
Natalie Aguilar (BHS swim)	10217 S Mystic Creek Bay
Emma & Isabel Guichot (swim)	11049 Alta Crest Drive
Kylie Kuntz Swat team	3656 candle Brook ct
Donna Sackett	9750 S. Tayside Dr
Trista-Lea Lomeli	9750 S Tayside Dr.
SARA Wimmer (BHS SWIM)	2353 canterwood Dr.
Erick HENRY (BHS swim)	1399 Midas Creek Dr.
Mike Wimmer BHS swim	2353 W CANTERWOOD DR.
Jexi Middleton BHS swim	522 W Miller Hollow cv
Melby Steffensen (BHS swim)	2949 W 10755 S
Thomas Steffensen & Jodi BHS Parent	2949 W. 10755 St
Greia Henriquez	10464 S. Jordan @tw South Jordan
Nicole Henriquez	10464 S. Jordan @tw.
Jeff & Julie Young (BHS swim)	3297 W. Soldier Creek Rd S. Jordan
Gordon & Miriam Ekersley	4516 W-Knot Dr. So Jordan 841009
Blake D. Scott	LIZZY COVE - So Jordan
Brody Needham	Lizzy Cove South Jordan
Lucy Plenson	11056 So. 2700 W. St J
Cammie Faver	16061 S. Eden Ridge Dr.
Coates family (6)	9893 S Sterling Park Circle
Brette Mack Creek	2349 W. Autumn Fern Dr.
Cliff Sorenson Family (Swim)	11044 Arimi Way
Brandon Matthews Family	1142 Park Palisade Dr. So Jo
Kynette Kankamp Family	3078 Southpointe Rd So Jo

**AMENDED  
CITY COUNCIL MEETING**

November 20 2018

6:30 P.M.

**ALL THOSE ATTENDING, PLEASE  
PRINT NAME & ADDRESS**

**PRINT NAME**

**PRINT ADDRESS**

Thomas Moulton BHS SWIM	11021 Woodfield Road
Lyman Moulton BHS swim	11021 Woodfield Rd
Margaret Moulton BHS SWIM	10343 S. WOLF MOUNT PL.
Kaycee Ellison BHS SWIM	<del>2307</del> <del>2309</del> 2327 canterwood drive South Jordan UT
Sienna Christensen BHS	10413 S. Gladys Dr. South Jordan Utah.
W. Lance Andersen BHS swim parent	10809 S. 24th v. S.J. UT
Heidi Andersen BHS swim	11
Maryl Makigh Khong & Swat team	755 n 400w Salt lake city, Utah
Ecl Rock	3271 Black Hawk S.J.
Keeley Kuntz Swat team	3656 candle bk ct
Linda Watkins Swat team	3231 Cornish Cir S.J.
T. Brad Coil	9933 BIRDIE WAY, S.J, UT 84009
DAN O. Hulphers	4528 W Koox DR - S.J, UT 84009
Jamie Culbertson	10961 South Dr S.J. 84095
Patrick Barnett	11038 S. Topview South Jordan 84009
Michael Myle	11062 Topview Road S.J. 84009
LOYD HEFFLIN	4809 JORDAN RIDGE CIR 84095
Mick Florin	10331 Spring crest lane S.J. 84005
Amea Rock	3271 W. Black Hawk Dr. 84095
Sophie Pecarero BHS and Swat	10924 S. Ranage keiw lane.
Kabellu Nelson BHS & Swat	10190 S. Menteith St. South Jordan UT
Nate Rock BHS swimmer Swat	3271 Black Hawk Dr
Tyler Rock	3271 Black Hawk Dr 84095
Tiffany Kuntz Swat Team	3656 Candlebrook ct S.J. 84009
TONY MLEWSKI / JOHN WORCOT	9832 BIRDIE WAY 84009

**AMENDED  
CITY COUNCIL MEETING**

November 20 2018

6:30 P.M.

**ALL THOSE ATTENDING, PLEASE  
PRINT NAME & ADDRESS**

**PRINT NAME**

**PRINT ADDRESS**

Robert Peyton

1523 W 10250 S,

Mindy Reidhead

9757 S. Sweet Blossom Dr.

John Reidhead

" "

Lindsey McMullen

10956 So. 1540 W

EVERETT T. KNAUSS

4449 LENNOX DR.

Rebecca Sorenson

11044 S. Ahimi Way

DALE & JUDY SMITH

9851 WOOD VISTA CIR.

DAVID BOOTA

4800 S. 4800 W.

Caryn Callis

4933 Rosewood Dr.

Marc Walker

10738 S. 1990 West

Maria Scott

11224 S. 2580 W.

Daniel Ricks

3601 Elk Valley Lane Ct.

Derek Beckstead

2182 Meridies Dr.

~~BHS~~ Thad Weiland.

4429 Enid Drive

BHS Deborah Andersen

10809 S 2430 W S. Jordan

Chris Richards Khong

Bingham High

Tracy Miller

3052 W. Snow Peak Ln.

# November 2018 • South Jordan Senior Programs

Sun	Mon	Tue	Wed	Thu	Fri	Sat
<b>E V E R Y</b>	10:00 Wii Bowling 10:30 NIA Exercise 12:00 Lunch 12:30 Ceramics 1:00 Pickleball 	9:30 Banjo 9:45 T'ai chi 10:00 Help with Computers 10:30 Strength & Yoga Class 10:00 Wii Bowling 10:30 Beginning French 12:00 Lunch 12:30 Oil Painting 1:00 Pickleball	9:30 Beginning Line Dancing 9:30 Restorative Yoga 10:00 Crochet & Chat 10:00 Wii Bowling 10:15 Intermediate Line Dancing 10:30 Advanced French 10:30 Ping Pong 12:00 Lunch 12:30 Ceramics 12:30 Bingo	9:30 Woodcarving 9:30 Guitar Jam 10:00 Wii Bowling 10:30 Gentle Yoga 12:00 Lunch 1:00 Pickleball	9:00-10:00 Biscuits and Gravy Breakfast 9:30 Restorative Yoga 10:00 T'ai chi 10:00 Wii Bowling 10:00 Watercolor 10:30 Ping Pong 12:00 Lunch 1:00 Pickleball	
	Lunch is served at noon. Suggested donation for 60+ is \$3.00. Suggested donation for those under 60 visiting with a senior participant is \$7.00 (actual cost of meal)	Transportation to and from Senior Programs is for South Jordan Residents ages 60+ free of charge. Call 801-302-1222 to schedule a ride.	Salon Services are Open! Caroline & Kim provide professional salon services. Available by appointment. Caroline: 801-577-7594 Kim: 801895-1576	1 10:00 <i>Old Glory Vintage Dancers</i> Dance Class \$2 10:00 Smart Phone Help with Kennedy Sign up in the office	2 10:00-12:00 Library Grand Opening 	3
4	5	6 <b>Election Day</b> 12:30 Walmart Shopping Trip Bring money for your shopping needs 12:30 Family History Class with Riverton FamilySearch  *Banjo cancelled	7 12:30 Bingo sponsored by Utah Senior Care Advisors <b>*Restorative Yoga cancelled</b>	8 11:30 Veterans Luncheon Flag Ceremony performed by SJFD Guest Speaker and piano entertainment by Debra Bowers	9 9:45 Mrs. Cavanaugh's Chocolates Tour; \$1 plus money for lunch	10
11 Veterans Day 	12 Closed 	13 12:30 Family History Class with Riverton FamilySearch	14 11:00 "Peace of Mind" with Memorial Estates 12:30 Bingo sponsored by Avalon Healthcare Group	15 10:00 <i>Old Glory Vintage Dancers</i> Dance Class \$2	16 11:00 Thanksgiving Banquet with entertainment by the Deci'Belles 11:00 Free Legal Consultations with Richard S. Brown Attorney at Law Sign up in the office	17
18	19 9:30 "Health & Vitality" with Integrated Wellness	20 12:30 Book Club-This month's read: <i>The Chilbury Ladies' Choir</i> by Jennifer Ryan 12:30 Family History Class with Riverton FamilySearch	21 12:30 Bingo sponsored by Legacy Retirement	22 Closed 	23 Closed	24
25	26	27 12:30 Family History Class with Riverton FamilySearch 1:00 Senior Advisory Committee Meeting	28 11:00 "Navigating the Holidays" with Sarah from the Vital Aging Project 12:30 Bingo sponsored by Jenkins Soffe	29 10:00 <i>Old Glory Vintage Dancers</i> Dance Class \$2 3:30 Red Hat Adventure Dinner at Lion House & Lights at Temple Square	30	

# South Jordan Senior Happenings

November 2018  
Volume 11, Issue 11



South Jordan Senior Programs is thankful to all those who make this program possible. Join us in thanking our Senior Advisory Committee, our Volunteers, the countless City Staff, our Sponsors and of course, all of You!

The South Jordan Senior Advisory Committee shall help promote the interests of senior citizens and their families by:

1. Providing a creative and informational environment where seniors citizens can engage in social activities.
2. Sustaining and improving the quality of health, well-being and safety.
3. Supporting the fulfillment of senior citizen needs in the community.

### Library Grand Opening

Friday, November 2  
10:00 AM-12:00 PM

Check out our new library shelves! Eagle Scout, Bronson Mason, has built a gorgeous custom bookcase to house all of our books.

Please join me in thanking him! I would also like to recognize our library volunteer, Carolyn Gunter, for all of her help in making this possible and reorganizing and labeling EVERY book.



### "Navigating and Enjoying the Holidays"

with Sarah from the Vital Aging Project  
Wednesday, November 28 @ 11:00 AM

The holiday season can be a challenging time of year as we are faced with the demands of shopping, decorating, parties, and family gatherings or missing lost loved ones. We will explore ideas on how to navigate holiday stressors and find enjoyment during the season.

### South Jordan Veterans Day Breakfast

Saturday, November 10  
8:00-10:00 AM; FREE

For all veterans, active and retired service members and their families

RSVP by calling 801-446-HELP (RSVP preferred but not required)  
Sponsored by South Jordan Historic Preservation Committee



### Senior Advisory Committee

#### Chair

Mick Florin

#### Vice Chair

Loyd Hefflin

#### Treasurer

Patricia Bassett

#### Members

Pat Vogt

Chic McGowan

Jill Duke

#### City Council Liaison

Don Shelton

### Day Directors

Helene Cutolo

Betty Watkins

Mary Alice Weber

Carol Rees

Roland Arnold

Cherry Island

Billie Lawrence

Carolyn Gunter

Sharon Vogninec

### South Jordan Community Center Staff

#### Community Center Supervisor

Jamie Culbertson

#### Program Assistant

Jennifer Healey

#### Transportation

Rex Firth

#### Kitchen Staff

Darla Grebb

#### Building Attendant

Catie Scorzato

#### Custodian

Myron Jacobsen

### Coming up in December

- Dinner at the Lion House and Lights at Temple Square-Thursday, December 6 @ 3:30 PM
  - Walmart Shopping Trip-Monday, December 10 @ 12:30 PM
  - Holiday Banquet-Friday, December 14 @ 11:00 AM
  - Red Hat Adventure: Governors Mansion Holiday Tour-Thursday, December 20 @ 11:00 AM
  - Free Legal Consultations-Friday, December 21 @ 11:00 AM
  - CLOSED Monday, December 24, Tuesday, December 25 and Tuesday, January 1
  - New Year's Eve Party-Monday, December 31 @ 11:30 AM
- \*December activities available for sign-up on Tuesday, November 6



### Transportation

Transportation to and from Senior Programs is available for residents of South Jordan aged 60+ · Call 801-302-1222 to schedule a ride · No fee

### Breakfast

Continental Breakfast served Monday-Thursday from 8:30-10:00 AM

Biscuits & Gravy served Friday from 9:00-10:00 AM

\$1.50 suggested donation appreciated

### Lunch

Lunch is provided by Salt Lake County Aging and Adult Services · Served at noon · Suggested donation for 60+ is \$3.00 · Suggested donation for individuals under 60 visiting with a senior participant is \$7.00 (actual cost of meal) · Lunch reservations can be made by signing up the

Tuesday prior · You may reserve your meal in person or by calling 801-302-1222 · Please call if you need to cancel your lunch reservation · We will do our best to accommodate day-of lunch reservations

**Information in this newsletter is subject to change at any time.**



### Veterans Luncheon

Thursday, November 8  
11:30 AM

Flag Ceremony performed by SJFD

Guest Speaker

Piano entertainment by Debra Bowers

Menu: Baked Chicken Breast with Honey Glaze, Noodles, California Blend Vegetables, Green Peas and Cake for Dessert



\*All veterans receive a free meal paid for by the Senior Advisory Committee

### Thanksgiving Banquet

Friday, November 16  
11:00 AM

Entertainment by The Deci' Belles

Menu: Sliced Roasted Turkey with Gravy, Whipped Potatoes, Bread Stuffing, Cut Green Beans, Sweet Potato Cuts, Cranberry Sauce, Dinner Roll with Butter and Pumpkin Pie for Dessert

Please note the earlier time, plan ahead and get a good seat!



Meals provided by Salt Lake County Aging and Adult Services. Suggested donation for 60+ is \$3.00. Suggested donation for those under 60 visiting with a senior participant is \$7.00 (actual cost of meal)

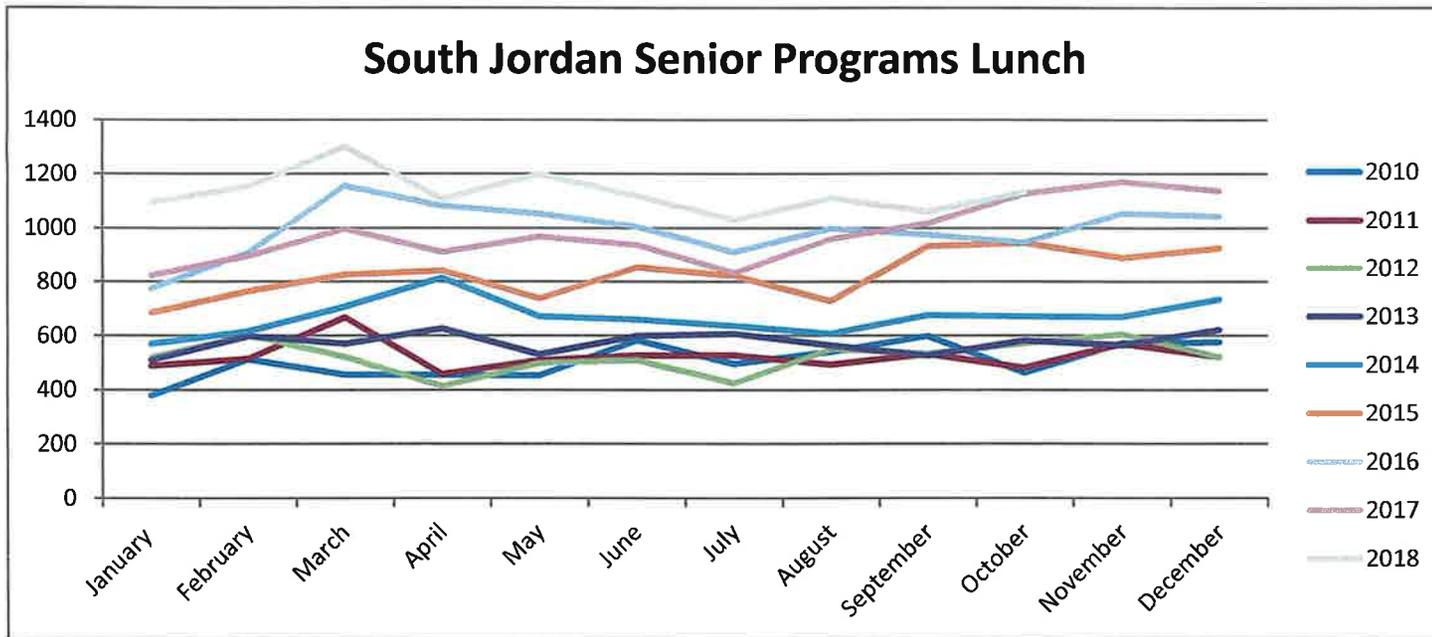
### South Jordan Community Center

10778 S Redwood Road • South Jordan, Utah 84095

801-302-1222 ext. 1102 • www.sjc.utah.gov

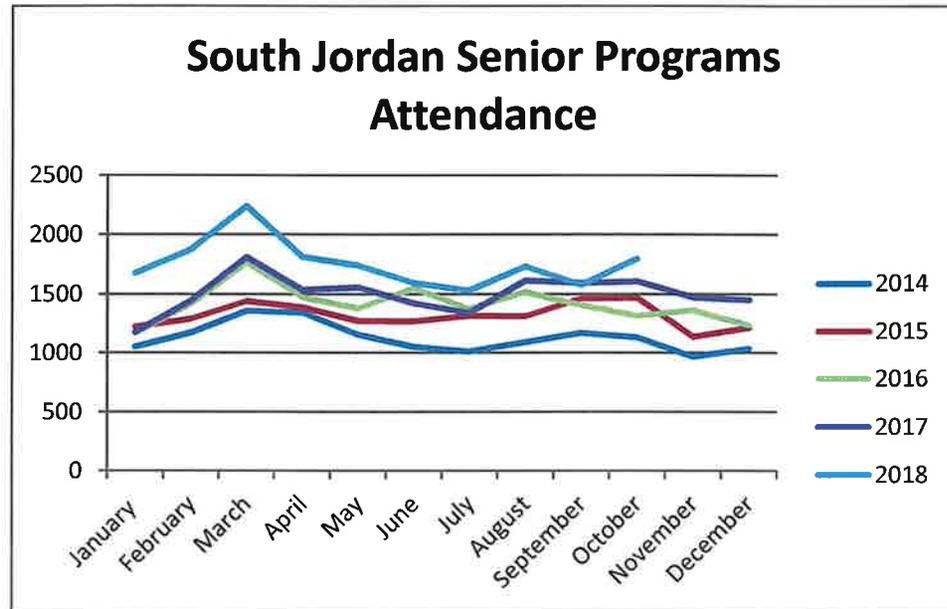


Lunch	2010	2011	2012	2013	2014	2015	2016	2017	2018
January	380	488	519	509	570	684	775	823	1095
February	512	513	601	598	615	764	907	894	1153
March	455	667	520	569	707	825	1155	996	1300
April	455	458	413	626	814	841	1081	910	1107
May	454	508	499	531	672	737	1053	968	1199
June	583	526	510	599	660	853	1006	936	1118
July	496	526	424	606	635	821	910	831	1029
August	539	493	549	563	606	728	997	958	1110
September	598	532	534	526	676	932	975	1018	1060
October	464	481	571	582	672	944	946	1127	1134
November	572	569	605	564	670	887	1053	1169	
December	575	520	519	620	734	923	1043	1136	
Totals	6083	6281	6264	6893	8031	9939	11901	11766	11305



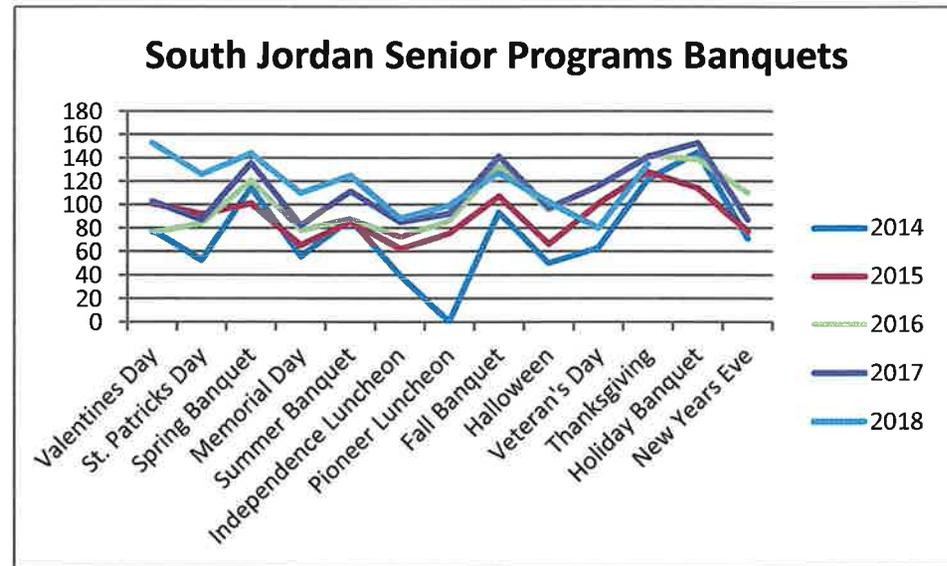
Daily Attendance

	2014	2015	2016	2017	2018
January	1053	1223	1171	1178	1679
February	1173	1292	1417	1448	1878
March	1360	1442	1767	1813	2242
April	1344	1387	1473	1535	1815
May	1154	1270	1379	1555	1741
June	1050	1268	1550	1421	1593
July	1008	1316	1374	1339	1529
August	1089	1312	1517	1613	1731
September	1170	1467	1407	1594	1578
October	1134	1472	1318	1608	1799
November	968	1138	1365	1474	
December	1035	1217	1234	1453	
<b>Totals</b>	<b>13538</b>	<b>15804</b>	<b>16972</b>	<b>18031</b>	<b>17585</b>



Banquets

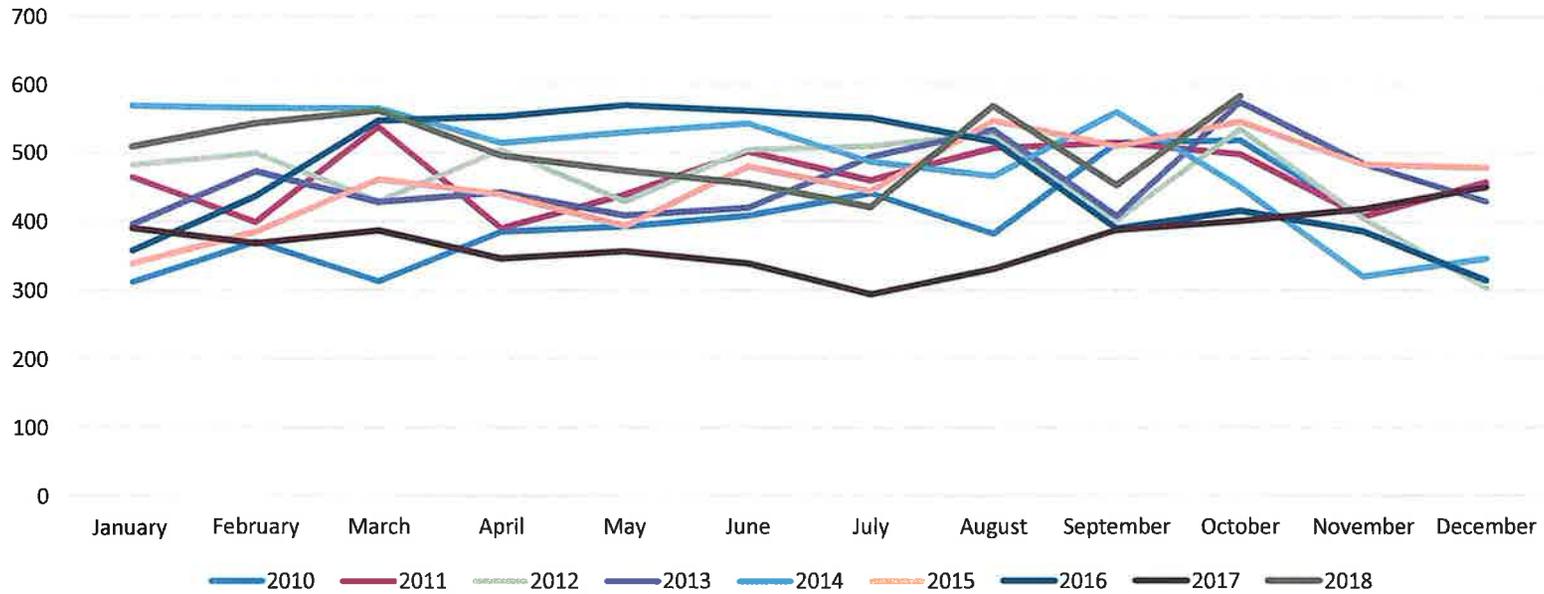
	2014	2015	2016	2017	2018
Valentines Day	78	101	76	103	153
St. Patricks Day	53	92	84	87	126
Spring Banquet	115	101	121	136	144
Memorial Day	56	65	78	82	110
Summer Banquet	87	85	88	111	125
Independence Luncheon	40	62	72	85	88
Pioneer Luncheon	0	75	86	92	99
Fall Banquet	93	107	133	141	127
Halloween	50	66	95	97	102
Veteran's Day	63	101	116	116	80
Thanksgiving	122	128	142	141	135
Holiday Banquet	145	114	139	153	
New Years Eve	71	77	110	87	
<b>Totals</b>	<b>973</b>	<b>1174</b>	<b>1340</b>	<b>1431</b>	<b>1289</b>



Transportation-free transportation provided for residents to and from Senior Programs. Also included trips.

	2010	2011	2012	2013	2014	2015	2016	2017	2018
January	312	464	482	396	569	339	358	390	509
February	371	399	499	473	566	385	437	368	543
March	313	538	429	428	565	461	547	387	562
April	385	390	504	442	514	439	553	346	496
May	393	439	429	409	530	393	570	357	474
June	409	502	505	420	543	480	562	339	455
July	441	460	510	494	487	444	551	294	421
August	382	507	528	534	466	547	517	331	569
September	515	515	402	408	560	510	390	388	453
October	519	498	535	575	450	546	416	401	584
November	407	407	404	484	320	483	386	418	
December	457	457	303	429	346	478	314	450	
Totals	4904	5576	5530	5492	5916	5505	5601	4469	5066

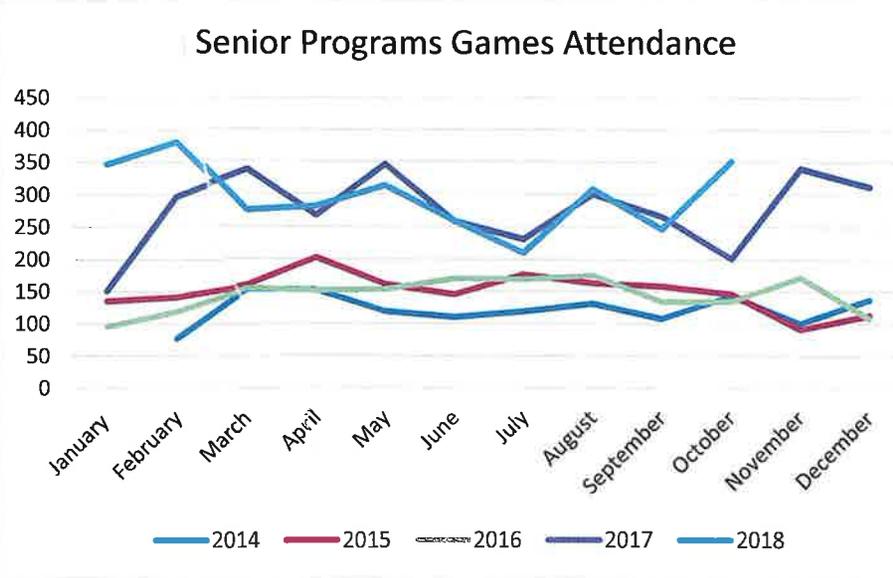
South Jordan Senior programs Transportation





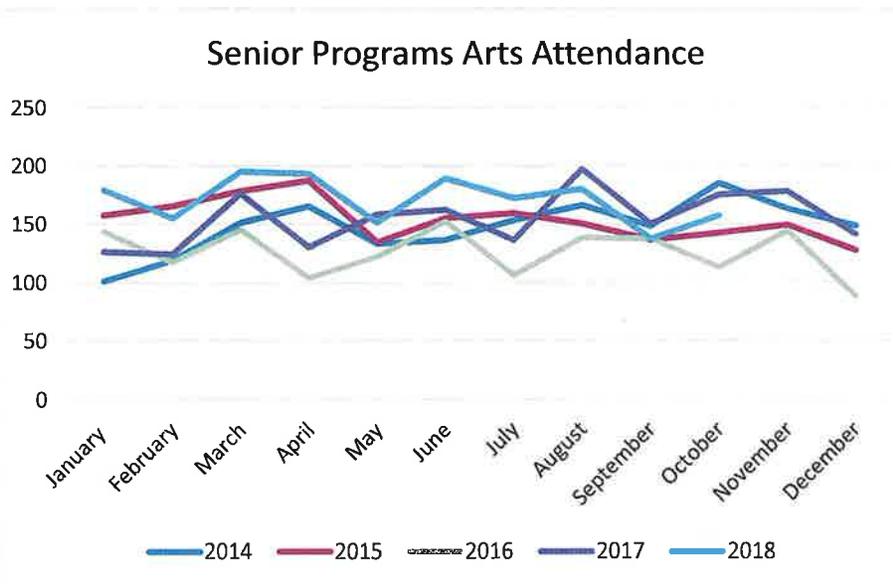
Games-included wii bowling, shuffleboard & card/board games

	2014	2015	2016	2017	2018
January		135	96	151	347
February	77	141	119	297	382
March	153	159	154	338	275
April	152	202	151	267	281
May	119	161	153	346	313
June	110	145	170	258	259
July	119	176	169	231	210
August	131	163	175	300	308
September	108	158	134	266	247
October	143	146	134	201	351
November	100	91	172	340	
December	137	113	108	312	
Totals	1349	1790	1735	3307	2973



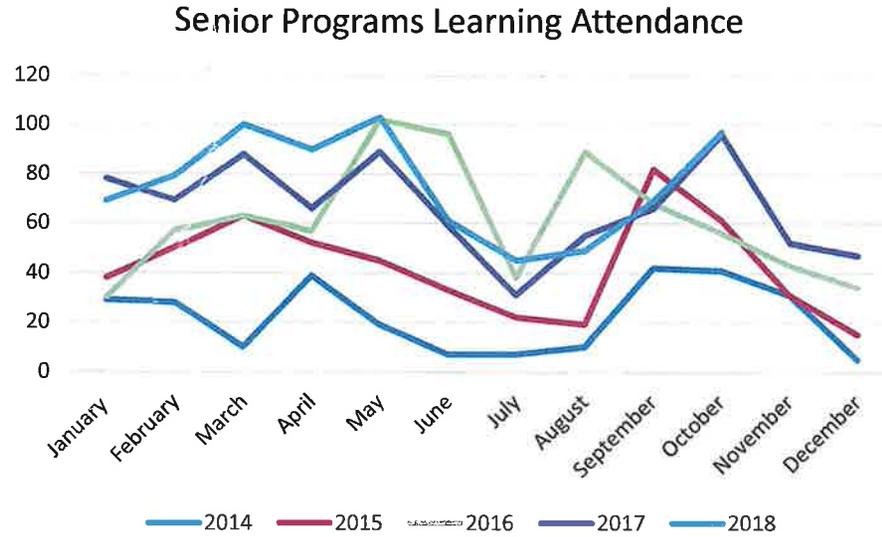
Arts-includes oil ainting, watercolor, woodcarving and ceramics

	2014	2015	2016	2017	2018
January	101	157	143	126	179
February	119	165	117	124	155
March	151	178	145	176	195
April	165	187	104	130	193
May	133	134	122	158	151
June	136	155	152	162	189
July	153	159	106	136	172
August	166	150	138	197	180
September	148	136	137	150	137
October	185	142	113	175	157
November	163	149	144	178	
December	148	127	88	141	
totals	1768	1839	1509	1853	1708



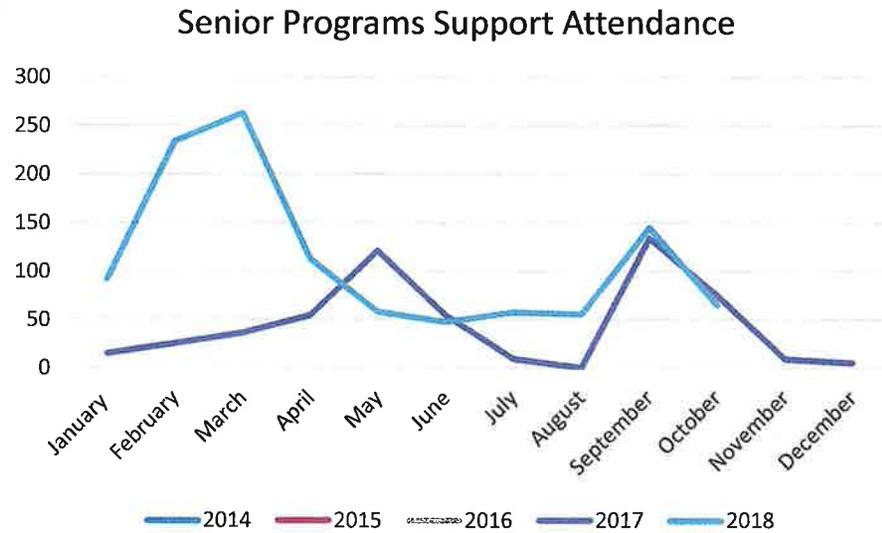
Learning-includes guitar/banjo lessons, french class, book club & computer help

	2014	2015	2016	2017	2018
January	29	38	30	78	69
February	28	50	57	69	79
March	10	63	63	88	100
April	39	52	57	66	90
May	19	45	102	89	103
June	7	33	96	59	61
July	7	22	38	31	45
August	10	19	89	55	49
September	42	82	68	66	69
October	41	61	56	96	97
November	31	31	43	52	
December	5	15	34	47	
<b>totals</b>	<b>268</b>	<b>511</b>	<b>733</b>	<b>796</b>	<b>762</b>



Support-includes legal help, behavioral services, educational presentations & tax help

	2014	2015	2016	2017	2018
January				15	92
February				25	234
March				36	263
April				54	113
May				121	58
June				54	47
July				9	57
August				0	55
September				134	145
October				75	65
November				9	
December				5	
<b>totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>537</b>	<b>1129</b>





# South Jordan Senior Programs

▪ Fall 2018 ▪

## Library Open House

Bookcase built and donated as Bronson Mason's Eagle Scout Project.

All books have been donated for the enjoyment of the senior citizens. No need to check them out, just place in the book return upon completion. All donations and books returned are organized by Carolyn. Shelves are located in the T.V. Room near the exercise equipment.

Pictured: Bronson Mason & Carolyn Gunter (Library Volunteer)



**Halloween Party.** Pictured above right: 1st, 2nd, 3rd place winners of the costume contest.



**Thanksgiving Banquet.** Entertainment by the Deci' Belles performed above left. Served 135 senior citizens a very good traditional Thanksgiving meal for a suggested donation of \$3.00. Meal provided by the Salt Lake County Aging and Adult Services.

# November

# Menu

Please make a donation at [slco.org/aging-adult-services](http://slco.org/aging-adult-services) to help provide meals for seniors. Meals on Wheels menus may vary.

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
THANKSGIVING MEAL Sliced Roasted Turkey w/ Gravy Whipped Potatoes Bread Stuffing Cut Green Beans Sweet Potato Cuts Dinner Roll/Butter Pumpkin Pie Cranberry Sauce			GERMAN MEATBALLS w/ German Sauce Whole Grain Pasta Coleslaw Seasons Carrots Lemon Pudding	TURKEY POT ROAST w/ Gravy Over Biscuit Green Peas Spinach/Romaine Salad Pears Salad Dressing
WHITE BEAN CHICKEN CHILI Seasoned Green Beans Normandy Blend Vegetables Pear Cobbler Whole Wheat Dinner Roll Butter	<u>BIRTHDAY MEAL</u> SALISBURY STEAK w/ Brown Gravy Mashed Potatoes Glazed Carrots Tropical Mixed Fruit Birthday Cupcake	SWEET & SOUR PORK Steamed Brown Rice Cut Green Beans Whole Kernel Corn Mandarin Oranges	BAKED CHICKEN BREAST Honey Glaze Noodles California Blend Vegetables Green Peas Pineapple Pudding	MEATLOAF w/ Gravy Whipped Potatoes Stewed Tomatoes Seasonal Fruit Holiday Cookie
TERIYAKI MEATBALLS w/ Teriyaki Sauce w/ Steamed Brown Rice Broccoli Cuts & Florets Seasoned Carrots Rocky Road Pudding	THANKSGIVING MEAL or BBQ PORK RIBETTE California Blend Vegetables O'Brien Potatoes Seasonal Fruit BBQ Sauce	ITALIAN MEAT SAUCE Spaghetti Pasta Seasoned Cut Green Beans Spinach Romaine Salad/Dressing Applesauce Breadstick	TURKEY BURGER on a Bun Lettuce/Tomato Baked Beans Mixed Vegetables BBQ Sauce	<del>THANKSGIVING MEAL</del> or BBQ PORK RIBETTE California Blend Vegetables O'Brien Potatoes Seasonal Fruit BBQ Sauce
CHICKEN THIGH w/ Mushroom Gravy Seasoned Brown Rice Broccoli Cuts & Florets Whole Kernel Corn Lemon Cookie	SALISBURY STEAK w/ Brown Gravy Mashed Potatoes Mixed Vegetables Stewed Tomatoes Fresh Apple	POTATO CRUSTED FISH w/ Tartar Sauce Peas & Onions Garden Veg. Salad/Dressing Canned Pears Cookies 'n Cream Pudding	CLOSED FOR THANKSGIVING	CLOSED FOR DAY AFTER THANKSGIVING
ROAST PORK w/ Pork Gravy Mashed Potatoes/Gravy Spinach Sliced Apples	ORIENTAL SHOYU CHICKEN Lo Mein Noodles Oriental Blend Vegetables Mandarin Oranges Pineapple Nut Cookie	BAKED CHICKEN THIGH w/ Southwest Sauce Brown Spanish Rice Pinto Beans Flour Tortilla Tropical Fruit Cup	BEEF STROGANOFF w/ Egg Noodles Seasoned Carrots Broccoli Cuts & Florets Breadstick Chocolate Pudding	TURKEY POT ROAST w/ Gravy Roasted Red Potatoes Mixed Vegetables Carrots Peach Crisp

**Alternate meals for November\*: Soup or Salad**

**Week 1** – Taco Salad w/ Shredded Chicken & Cheese

**Week 2** – Pork Chili, Baked Potato & Broccoli

**Week 3** – No Alternates for the Week

**Week 4** – Potato Soup, Sliced Turkey & Muenster Cheese

**Week 5** – Chili w/ Beans, Baked Potato & Broccoli

\*Alternate meals at select senior centers only

All meals served with 8 oz milk and appropriate condiments

## **November is National Diabetes Awareness Month:**

It's especially important to make diabetes prevention a priority if you're at increased risk of diabetes, for example, if you're overweight or have a family history of the disease.

Diabetes prevention is as basic as eating more healthfully, becoming more physically active and losing a few extra pounds — and it's never too late to start. Making a few simple changes in your lifestyle now may help you avoid the serious health complications of diabetes down the road, such as nerve, kidney and heart damage..

### **Tip 1: Get more physical activity**

There are many benefits to regular physical activity. Exercise can help you:

- Lose weight
- Lower your blood sugar
- Boost your sensitivity to insulin — which helps keep your blood sugar within a normal range

Research shows that both aerobic exercise and resistance training can help control diabetes, but the greater benefit comes from a fitness program that includes both.

### **Tip 2: Get plenty of fiber**

It's rough, it's tough — and it may help you:

- Reduce your risk of diabetes by improving your blood sugar control
- Lower your risk of heart disease
- Promote weight loss by helping you feel full

Foods high in fiber include fruits, vegetables, beans, whole grains, nuts and seeds.

### **Tip 3: Go for whole grains**

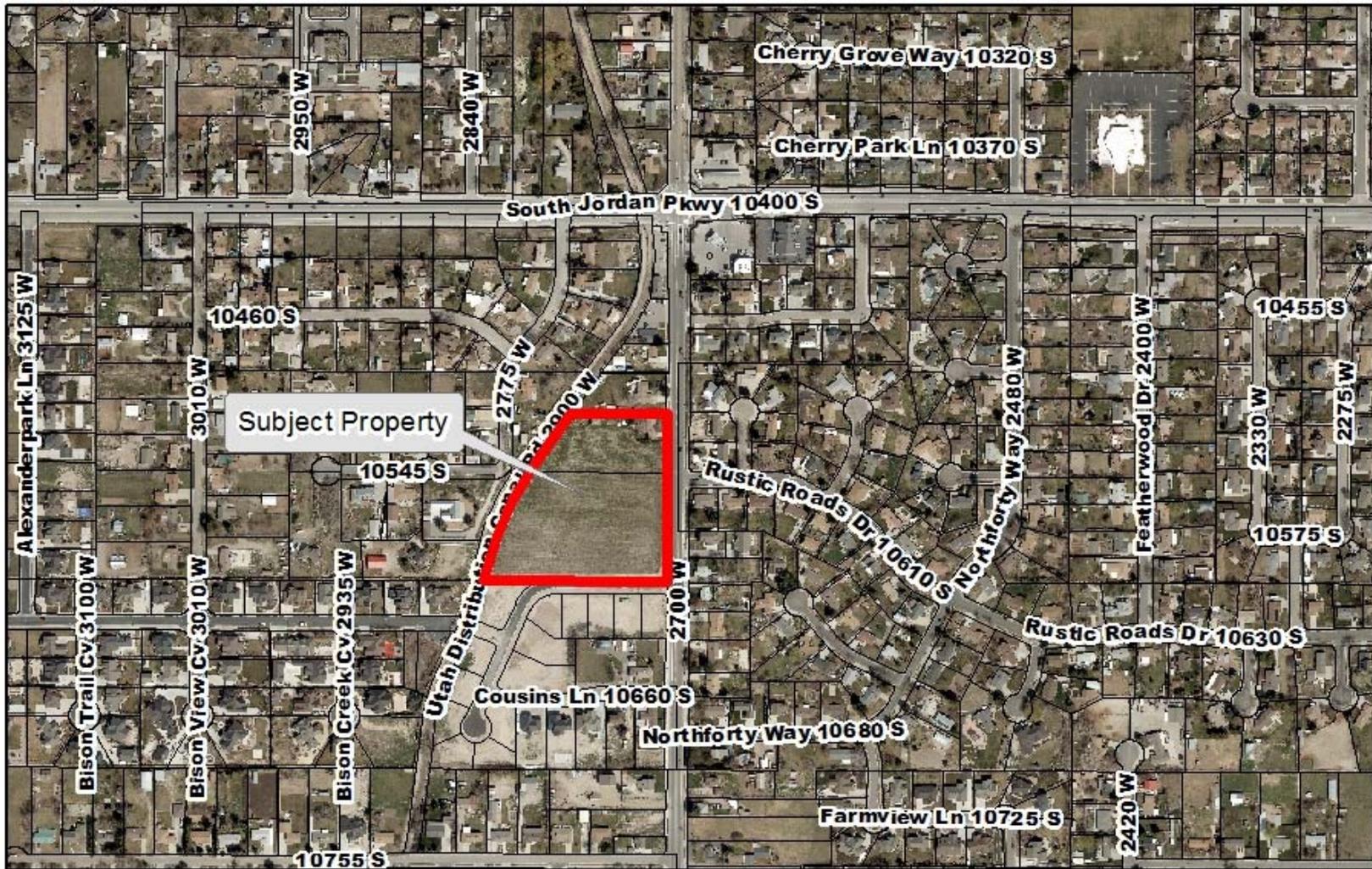
Although it's not clear why, whole grains may reduce your risk of diabetes and help maintain blood sugar levels. Try to make at least half your grains whole grains. Many foods made from whole grains come ready to eat, including various breads, pasta products and many cereals. Look for the word "whole" on the package and among the first few items in the ingredient list.

Information provided by the Mayo Clinic at [mayoclinic.org](http://mayoclinic.org)

# **McMULLIN ACRES LAND USE AMENDMENT AND REZONE**

10566 S. 2700 West

Dan Milar, Gordon Milar Construction



Legend	
	STREETS
	PARCELS

## Aerial Map

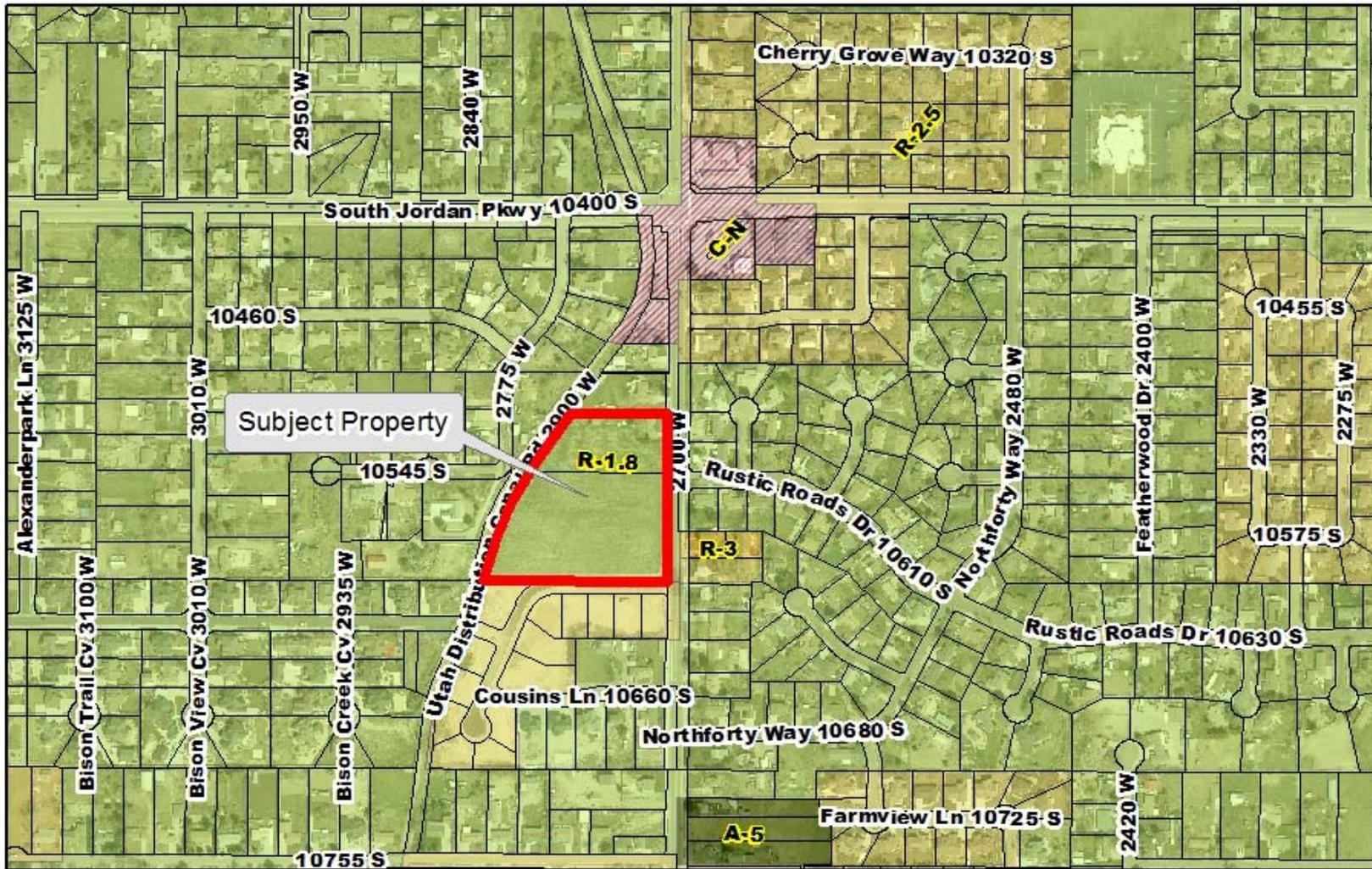
### City of South Jordan



Aerial Imagery  
2018



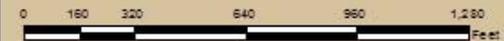




Legend	
	STREETS
	PARCELS

## Zoning Map

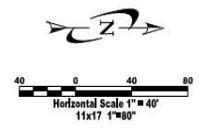
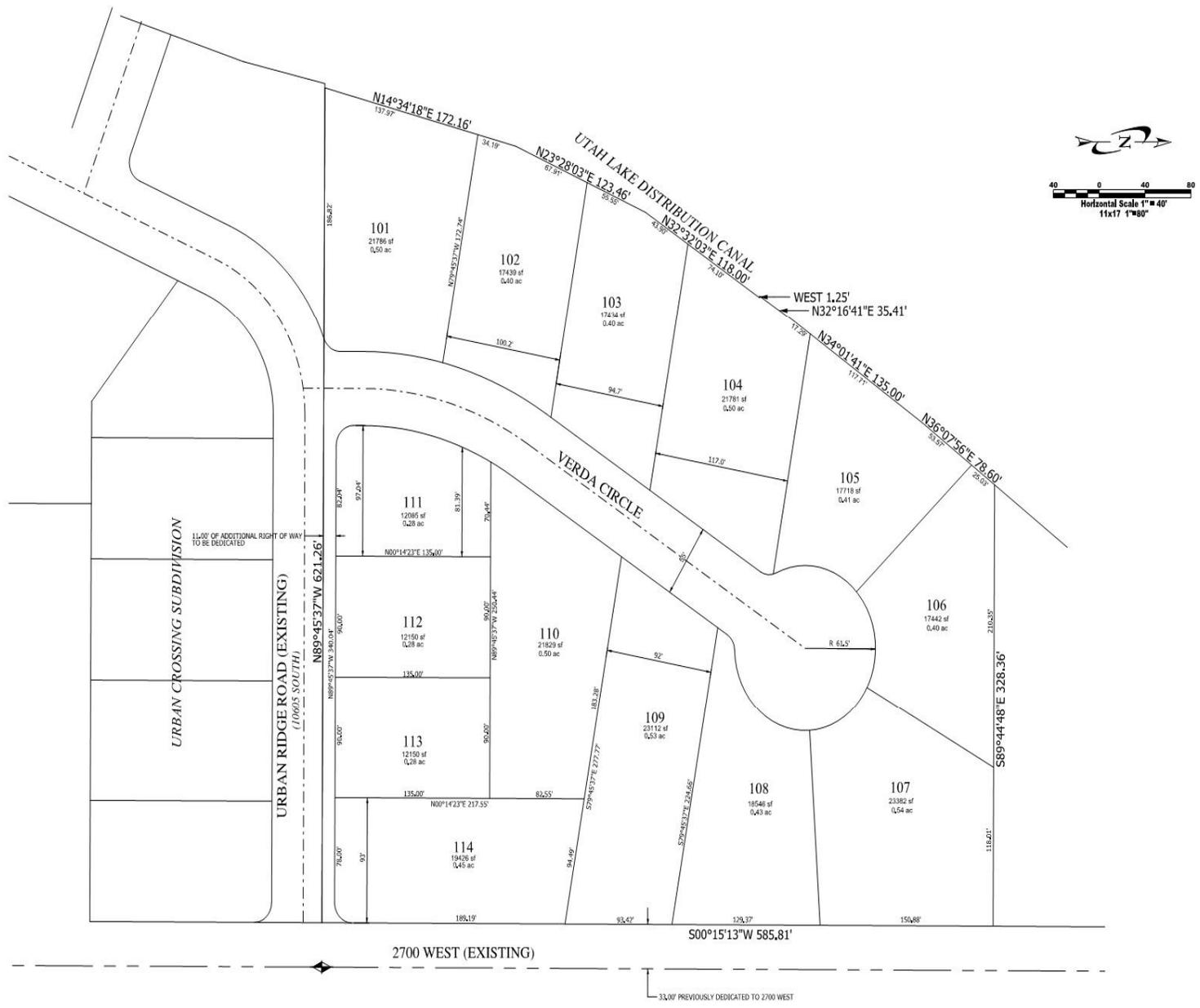
### City of South Jordan



Aerial Imagery  
2017



9/25/2028 10:18:47 AM J:\PROJECTS\Jordan\_McMullin\_Acres\Drawings\Jordan\_McMullin\_Acres\_Concept\_Plan\_4\_01-2025.dwg



JOB NO.  
© Proterra Group, Inc. 2011

DRAWN:	DESIGN:
CHECKED:	SURVEYED:
DATE:	DATE:

REV. NO.	REVISION DESCRIPTION	DATE

**McMULLIN ACRES**  
**CONCEPT PLAN #4**  
SOUTH JORDAN, UTAH



SHEET  
**CP1**

**GLENMOOR  
GOLF COURSE  
LAND USE AMENDMENT  
AND  
REZONE**

9800 S. 4800 West

South Jordan City

11/26/2018

7



MINIMUM HOME SIZE: 2,000 SF



MINIMUM SETBACKS



Lot Area

Beginning at a point being North 07°12'57" East 1500.58 feet along the section line and South 55°47'38" East 33.916 feet to the Southeast Corner of Section 7, Township 3 South, Range 1 West, Salt Lake Basin and Meridian; and curves thence South 07°14'57" East 64.00 feet;  
 Thence South 87°45'16" East 198.02 feet;  
 Thence South 02°12'58" West 13.00 feet;  
 Thence South 90°50'56" East 1.00 feet;  
 Thence Southwesterly 94.21 feet along the arc of a 60.00 foot radius curve to the right (center bears South 02°14'54" West and the chord bears South 04°48'34" East 54.53 feet with a central angle of 80°50'07");  
 Thence South 01°12'52" West 91.95 feet;  
 Thence Southwesterly 96.19 feet along the arc of a 25.00 foot radius curve to the left (center bears South 02°17'42" East and the chord bears South 02°10'08" East 49.44 feet with a central angle of 82°20'25");  
 Thence Northwesterly 118.16 feet along the arc of a 143.20 foot radius curve to the left (center bears North 02°13'12" West and the chord bears North 03°22'27" East 170.75 feet with a central angle of 47°44'44");  
 Thence North 47°00'00" East 79.87 feet;  
 Thence Northwesterly 212.42 feet along the arc of a 200.00 foot radius curve to the right (center bears South 42°19'50" East and the chord bears North 02°11'44" East 216.40 feet with a central angle of 44°22'37");  
 Thence North 05°28'34" West 66.00 feet;  
 Thence Southwesterly 90.81 feet along the arc of a 300.00 foot radius curve to the right (center bears South 02°30'24" East and the chord bears South 01°02'27" East 126.41 feet with a central angle of 11°12'12");  
 Thence South 77°34'39" East 181.58 feet;  
 Thence Southwesterly 200.28 feet along the arc of a 90.00 foot radius curve to the right (center bears South 11°25'24" West and the chord bears South 71°52'49" East 208.55 feet with a central angle of 15°17'32");  
 Thence South 81°06'16" East 104.84 feet;  
 Thence Northwesterly 92.23 feet along the arc of a 50.00 foot radius curve to the left (center bears North 26°43'19" East and the chord bears North 60°04'34" East 60.65 feet with a central angle of 101°32'22");  
 Thence South 81°53'51" East 114.43 feet;  
 Thence South 61°17'56" East 95.51 feet;  
 Thence South 33°54'47" West 72.14 feet;  
 Thence Southwesterly 313.09 feet along the arc of a 225.00 foot radius curve to the right (center bears North 31°02'14" West and the chord bears South 71°52'21" West 286.74 feet with a central angle of 71°52'21");  
 Thence North 02°02'46" West 100.94 feet;  
 Thence Northwesterly 215.12 feet along the arc of a 137.00 foot radius curve to the left (center bears South 26°33'16" West and the chord bears North 32°48'07" West 114.40 feet with a central angle of 12°27'52");  
 Thence North 71°24'32" West 81.68 feet;  
 Thence Southwesterly 82.80 feet along the arc of a 202.00 foot radius curve to the left (center bears South 11°25'24" West and the chord bears South 01°42'50" West 152.21 feet with a central angle of 23°27'08");  
 Thence North 07°14'37" West 58.59 feet;  
 Thence Southwesterly 181.86 feet along the arc of a 268.00 foot radius curve to the left (center bears South 09°32'44" East and the chord bears South 07°03'40" West 183.85 feet with a central angle of 40°57'11");  
 Thence South 87°50'07" West 33.87 feet;  
 Thence Southwesterly 119.36 feet along the arc of a 115.00 foot radius curve to the right (center bears North 49°58'57" West and the chord bears South 58°20'32" West 111.11 feet with a central angle of 37°01'01");  
 Thence South 02°12'57" East 1500.58 feet to the point of beginning.

Contains 388,813 Square Feet or 8.946 Acres



72 SINGLE FAMILY HOMES 11/26/2018

CONCEPT PLAN  
 MINIMUM LOT SIZE: 3,780 SF  
 AREA: 8.946 ACRES



After recording, please send to:

City of South Jordan  
Attn: City Recorder  
1600 West Towne Center Drive  
South Jordan, Utah 84095

Affected Parcel No(s): 27-07-152-001, 27-07-301-002, 27-07-301-003, 27-07-302-013, and 27-07-302-019.

## DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”) is between the City of South Jordan, a Utah municipal corporation (“City”) and the City of South Jordan, a Utah municipal corporation (“Developer”). City and Developer are jointly referred to as the “Parties” and each may be referred to individually as “Party.”

### RECITALS

**WHEREAS**, Developer owns, or has an interest in, certain real property identified as Salt Lake County Assessor Parcel Number(s): 27-07-152-001, 27-07-301-002, 27-07-301-003, 27-07-302-013, and 27-07-302-019, which are specifically described in attached **Exhibit A** (the “Property”); and

**WHEREAS**, Developer intends to develop the Property consistent with the concept plan attached as **Exhibit B** (the “Concept Plan”); and

**WHEREAS**, the City Council of the City of South Jordan (the “City Council”), acting pursuant to its authority under Utah Code § 10-9a-102(2) *et seq.*, as amended, and the South Jordan City Municipal Code (the “City Code”), and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has elected to exercise its legislative discretion to enter into this Agreement; and

**WHEREAS**, the Property is subject to the Planning and Land Use Ordinance of South Jordan City; and

**WHEREAS**, the Property is currently zoned Agricultural, 1 acre lots (A-1 Zone); and

**WHEREAS**, Developer desires to make improvements to the Property in conformity with this Agreement and has requested that the Property be rezoned to Residential Multiple, 6 lots or units per acre with a Planned Development Floating Zone (RM-6-PD Zone), which is attached as **Exhibit C**; and

**WHEREAS**, the purpose of the Planned Development Floating Zone is “to allow for flexibility in the application of zoning regulations and development provisions of this title to advance a public interest through prescriptive requirements of a development plan and development agreement approved by the city council;” and

**WHEREAS**, Developer and City acknowledge that development in the Planned Development Floating Zone requires a development agreement specific to each area zoned as a Planned Development Floating Zone; and

**WHEREAS**, Developer and City acknowledge that the development and improvement of the Property pursuant to this Agreement comply with the requirements of the Planned Development Floating Zone and provide certainty useful to the Developer and to City in ongoing and future dealings and relations among the Parties; and

**WHEREAS**, this Agreement shall only be valid upon approval of such by the City Council and pursuant to Resolution R2018-60 a copy of which is attached as **Exhibit D**; and

**WHEREAS**, City and Developer acknowledge that the terms of this Agreement shall be enforceable and the rights of the Developer relative to the Property shall vest only if the City Council, in its sole legislative discretion, approves the Planned Development Floating Zone on the Property.

**NOW THEREFORE**, based on 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 set forth above 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 Code.

B. **Enforceability.** City and Developer acknowledge that the terms of this Agreement shall be enforceable, and the rights of Developer relative to the Property shall vest, only if the City Council in its sole legislative discretion rezones the Property from the A-1 Zone to the RM-6-PD Zone.

C. **Effective Date.** This Agreement is effective on the date the last party executes this Agreement as indicated by the date stated under that party's signature line (the "Effective Date").

D. **Conflicting Terms.** The Property shall be developed in accordance with the requirements and benefits provided for in relation to the RM-6-PD Zone under the City Code as of the Effective Date. If there is a discrepancy between the requirements of the City Code, including the RM-6-PD Zone, and this Agreement, this Agreement shall control.

E. **Developer Obligations.**

1. **Uses.** Developer shall only develop and use the Property as shown on the Concept Plan (the "Project"). The specific requirements listed on the Concept Plan are required as a part of development.

a. *Minor changes.* The Planning Department, after conferring with the City Manager, may approve minor modifications to the concept plan which are necessary or advantageous in facilitating more desirable function and aesthetics of the development. All other modifications shall continue to be met.

2. Lot Requirements. Minimum lot frontage shall be 60 feet or greater. Minimum lot size shall be 3,500 sq/ft or greater.
3. Accessory Buildings. Accessory buildings may only be allowed in rear yards.
4. Exterior Finish. Main buildings shall be constructed with a minimum square footage amount of brick or stone that is calculated by multiplying three (3) by the perimeter length of the foundation (including garage) (remainder of building, not doors or windows, may be either stucco or cementitious fiber board).
5. Windows. 8. All windows facing golf course fairways are to be golf ball resistant.
6. Drive Approach. Driveway approaches are not to exceed 20 ft. in width.
7. Landscaping. All yard areas shall be improved and properly maintained with the following requirements:
  - a. Not less than fifty percent (50%) of the yard area landscaped.
  - b. Not less than fifty percent (50%) of the required landscaped area shall be covered in lawn or other acceptable live plant material as determined by the Director of Planning or his/her designee.
  - c. Landscaping to be installed before the City will issue a Certificate of Occupancy.
  - d. The front and/or street side yard areas of each lot shall contain at minimum, one (1) deciduous tree (min. 2 in. caliper) and one (1) evergreen tree (min. 7 ft. tall).
8. Setback. Minimum rear yard setback is 10 ft.

**F. City Obligations.**

1. Review. City shall review development of the Property in a timely manner, consistent with City's routine development review practices and in accordance with all applicable laws and regulations.

**G. Vested Rights and Reserved Legislative Powers.**

1. Vested Rights. Consistent with the terms and conditions of this Agreement, City agrees Developer has the vested right to develop and construct the Property in accordance with: (i) the RM-6-PD Zone designation as set forth in Exhibit C; (ii) the City Code in effect as of the Effective Date; and (iii) the terms of this Agreement.
2. Reserved Legislative Powers. Developer acknowledges that 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 City all of its police power that cannot

be so limited. Notwithstanding the retained power of City to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights of Developer under this Agreement and with respect to use under the zoning designations as referenced in this Agreement based upon the policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed change affecting the vested rights of the Property shall be of general application to all development activity in City and Salt Lake County; and, unless in good faith City declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Property under the compelling, countervailing public interest exception to the vested rights doctrine. The notice required by this paragraph shall be that public notice published by City as required by State statute.

H. **Term.** This Agreement 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; provided, however, that unless the parties mutually agree to extend the term, this Agreement shall not extend further than a period of ten years from its date of recordation in the official records of the Salt Lake County Recorder's Office.

I. **General Provisions.**

1. **Notices.** All Notices, filings, consents, approvals, and other communication provided for herein or given in connection herewith shall be validly given, filed, made, delivered or served if in writing and delivered personally or sent by registered or certified U.S. Postal Service mail, return receipt requested, postage prepaid to the following addresses or to such other addresses as either Party may from time to time designate in writing and deliver in like manner. Any such change of address shall be given at least ten days before the date on which the change is to become effective:

If to City:                      City of South Jordan  
  Attn: City Recorder  
  1600 West Towne Center Drive  
  South Jordan, Utah 84095

If to Developer:              City of South Jordan  
  Attn: City Recorder  
  1600 West Towne Center Drive  
  South Jordan, Utah 84095

2. **Mailing Effective.** Notices given by mail shall be deemed delivered seventy-two hours following deposit with the U.S. Postal Service in the manner set forth above.

3. **No Waiver.** Any Party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the Party intended to be benefited by the provisions, and a waiver by a Party of a breach hereunder by the other Party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

4. Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provision this Agreement.

5. Authority. The Parties to this Agreement represent that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. 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. Developer and City warrant to each other that the individuals executing this Agreement on behalf of their respective Party are authorized and empowered to bind the Party on whose behalf each individual is signing. Developer represents to City that by entering into this Agreement Developer has bound all persons and entities having a legal or equitable interest to the terms of this Agreement as of the Effective Date.

6. Entire Agreement. This Agreement, together with the Exhibits attached hereto, documents referenced herein and all regulatory approvals given by City for the Property contain 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 or by their successors-in-interest or assigns. Any such amendment of this Agreement shall be recorded in the official records of the Salt Lake County Recorder's Office.

8. Severability. If any of the provisions of this Agreement are 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 Developer's ability to complete the development of the Property as set forth in the Concept Plan is not defeated by such severance.

9. Governing Law. The laws of the State of Utah shall govern the interpretation and enforcement of this Agreement. The Parties shall 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. Remedies. If either Party breaches any provision of this Agreement, the non-defaulting Party shall be entitled to all remedies available both at law and in equity.

11. Attorney's Fees and Costs. If either Party brings legal action either because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and court costs.

12. 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.

13. No Third Party Rights. The obligations of Developer and 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.

14. Assignment. Developer may freely assign this Agreement, in which case the assignor or successor-in-interest shall be fully liable under this Agreement and Developer shall be deemed released of its obligations in connection with this Agreement; provided, however, that Developer shall provide City with notice of the assignment of this Agreement within a reasonable time after the occurrence of such assignment.

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

To evidence the Parties' agreement to this Agreement, each Party has executed it on the date stated under that Party's name, with this Agreement being effective on the date stated in Section C.

**CITY OF SOUTH JORDAN**

Approved as to form:

Signature: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Office of the City Attorney

Its: \_\_\_\_\_

Date: \_\_\_\_\_

State of Utah )

:ss

County of Salt Lake )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_ (name of document signer), whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the Mayor of the City of South Jordan and that said document was signed by him/her in behalf of said Corporation by Authority of its Bylaws or by Resolution, and said \_\_\_\_\_ (name of document signer) acknowledged to me that said Corporation executed the same.

\_\_\_\_\_  
Notary Public

**DEVELOPER**

Signature: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

State of \_\_\_\_\_)

:ss

County of \_\_\_\_\_)

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_ (name of document signer), whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the \_\_\_\_\_ (title of office) of \_\_\_\_\_ (name of corporation) and that said document was signed by him/her in behalf of said Corporation by Authority of its Bylaws or by Resolution, and said \_\_\_\_\_ (name of document signer) acknowledged to me that said Corporation executed the same.

\_\_\_\_\_  
Notary Public



**FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT  
AND DEVELOPMENT AGREEMENT  
(Glenmoor Golf Course)**

This First Amendment to Purchase and Sale Agreement and Development Agreement (this "Amendment") is made and entered into effective as of November \_\_\_, 2018, by and among the following parties:

- (i) Gil A. Miller of Rocky Mountain Advisory ("Seller"), as court-appointed Receiver under the Decree of Dissolution of Glenmoor Golf Course, Inc. and Appointment of Receiver dated November 7, 2017 (the "Receivership Order"), Civil No. 120907709, Third Judicial District Court of Salt Lake County, Utah, Honorable Todd Shaughnessy (the "Receivership Action"); and
- (ii) The City of South Jordan, a Utah municipal corporation and political subdivision of the State of Utah (the "City" or "Buyer").

Seller and the City are collectively referred to herein as the "Parties" and each, individually, as a "Party."

**RECITALS**

A. The Parties entered into that certain Purchase and Sale Agreement (Glenmoor Golf Course) effective as of October 2, 2018 (the "PSA"), pursuant to which Seller agreed to sell, and Buyer agreed to purchase, the real property commonly known as the Glenmoor Golf Course located at approximately 9800 South 4800 West, South Jordan, Utah, comprised of approximately 136 acres (the "Property"). As used herein, the term "Property" shall have the meaning defined in the PSA.

B. Simultaneously with their execution of the PSA, the Parties also signed a Development Agreement pertaining to the Property (the "Development Agreement").

C. The PSA and the Development Agreement were approved by the City Council of South Jordan on October 2, 2018, by Resolution R2018-55, and by the Court in the Receivership Action by Order entered on October 19, 2018.

D. The Parties desire to make certain modifications to the terms and provisions of the PSA and Development Agreement as set forth more fully in this Amendment.

**AGREEMENT**

Now therefore, in exchange for the mutual covenants and obligations set forth herein, and other valuable consideration, Seller and Buyer hereby covenant and agree as follows:

1. Recitals. The above Recitals are incorporated herein and made a part of this Amendment.
2. Feasibility Period. Buyer acknowledges and agrees that it has finished all of its due diligence investigations regarding the Property, and that no additional due diligence or feasibility

analysis are needed. Accordingly, Buyer hereby irrevocably waives all rights (i) to terminate or cancel the PSA, and (ii) to receive a refund of any portion of the Earnest Money except only in the event of a failure or refusal by Seller to sell and convey the Property to Buyer, through no fault of Buyer, in accordance with the terms and provisions of the PSA.

3. Closing: Closing Deliveries. Buyer shall have the right to close its purchase of the Property anytime on or prior to Friday, April 5, 2019. Buyer also retains the right to extend the date of Closing for ninety (90) days after April 5, 2019, by paying a non-refundable extension fee of \$100,000.00 prior to April 5, 2019, in accordance with Section 6(a) of the PSA. At the Closing, Seller shall transfer and convey to Buyer clear title to the real property as well as the following items: (i) all intellectual property relating to the golf course, including, without limitation, the logo, the domain name (golfglenmoor.com), and any and all naming rights or trademarks; (ii) existing insurance policies (to the extent such policies can be transferred to Buyer); (iii) leases and service contracts (e.g., golf carts, lawn mowers, etc.); (iv) any and all licenses that may be transferred to Buyer; and (v) mapping and files relating to sprinklers and facilities. Buyer shall not, however, have any rights or claims in or to the bank accounts or funds of the Glenmoor golf course or its owners.

4. Lot Sizes. Section 10 of the PSA is hereby amended to provide that ~~the Buyer shall have the right to develop up to seventy-two (72) residential building lots that may be developed on the Property, and that there is no minimum or maximum lot size for the residential building lots may be less than 5,000 square feet in size (but still not more than 6,000 square feet in size) so long as they are still suitable for construction of single-family residences.~~ In addition, if Buyer (or its assignee) is the owner or developer of the Property, the development rights shall be for up to seventy-two (72) building lots, but may be less than said amount. If, however, the City does not complete its purchase of the Property in accordance with the terms of the PSA, Seller shall remain vested with the right to develop all seventy-two (72) building lots.

5. Development Agreement. The amendment regarding number of lots and acceptable lot sizes in Section 4 above shall also apply to, and amend, Section 3 of the Development Agreement.

~~5-6.~~ Remedies. If Buyer fails to complete its purchase of the Property in accordance with the terms and provisions of the PSA (as amended by this Amendment) by the date of Closing, or otherwise breaches the PSA, then, in addition to the Seller's right to retain the full amount of the Earnest Money, Seller shall also have the right to pursue any and all additional remedies available at law or in equity, including, without limitation, obtaining an order of specific performance requiring Buyer to complete its purchase of the Property, or, in the alternative, for monetary damages in the full amount of the Price that Buyer would have paid if it had completed its purchase of the Property in accordance with the terms of the PSA. If Seller obtains a judgment for monetary damages, then Seller will transfer and convey the Property to Buyer if, within ninety (90) days following the entry of said judgment, Buyer pays to Seller the full amount of the judgment, as well as Seller's attorney fees, court costs, and post-judgment interest on the judgment amount.

~~6-7.~~ Scope of Amendment. The terms and conditions of this Amendment shall act as an amendment to the PSA and the Development Agreement. Except as modified by this Amendment, the terms and conditions of the PSA and the Development Agreement shall remain

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unchanged and in full force and effect. In the event of a conflict between this Amendment, on the one hand, and the terms of the PSA or the Development Agreement, on the other hand, the terms and provisions of this Amendment shall control.

7.8. Multiple Counterparts. This Amendment may be executed in a number of identical counterparts which may be exchanged by electronic mail or facsimile. Each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement.

8.9. Effective Date of Amendment. This Amendment shall not be valid or effective unless and until it has been (i) signed by the Parties, (ii) approved by the City Council of South Jordan City, and (iii) approved by the Court in the Receivership Action. The Parties shall seek to obtain all such approvals as soon as reasonably possible.

The undersigned Parties have duly executed this Agreement effective as of the date first set forth above.

**IN WITNESS WHEREOF**, the Parties have executed this Amendment by and through their respective, duly authorized representatives as of the day and year first above written.

ATTEST:

**CITY OF SOUTH JORDAN**

By: \_\_\_\_\_  
City Recorder

\_\_\_\_\_  
Mayor

**RECEIVER**

\_\_\_\_\_  
Gil A. Miller, Rocky Mountain Advisory  
(Solely in His Capacity as Receiver)

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Ryan W. Loose, City Attorney  
South Jordan City

\_\_\_\_\_  
Paxton R. Guymon, Attorney for  
Gil A. Miller, Receiver

