

REQUEST FOR COUNCIL ACTION

SUBJECT: Larsen Meadows Deferral of Public Improvements

SUMMARY: **Larsen Meadows;** 7953 South 2700 West; Deferral of Public Improvements for 2620 West (Larsen Meadows Lane) on the southern portion of Larsen Meadows Subdivision;

FISCAL AND/OR ASSET IMPACT: None.

STAFF RECOMMENDATION: Based on the analysis and findings contained in the Staff Report, Staff recommends that the City Council approved the Timing of Construction Deferral Agreement for the subdivision located at 7953 South 2700 West to convert a temporary cul-de-sac into a thru street at the time of development to the south.

PLANNING COMMISSION RECOMMENDATION: On July 19th, 2016, the Planning Commission in a unanimously voted to recommended that the City Council approve the deferral request to Defer the timing of construction in Larsen Meadows Subdivision. The Timing of Construction Deferral Agreement will to be delay the conversion of a temporary cul-de-sac into a thru street at the time of development of the property towards the south.

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 City Council approve the provided Deferral of Public Improvement Agreement for Larsen Meadows Subdivision on 2620 West (Larsen Meadows Lane).

Roll Call vote required

Prepared by:



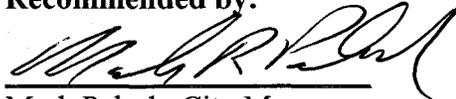
Nannette Larsen, Associate Planner

Reviewed by/Concur with:



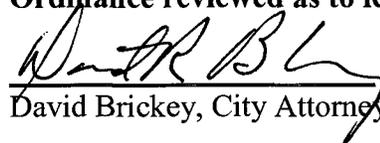
David Oka, Development Director

Recommended by:



Mark Palesh, City Manager

Ordinance reviewed as to legal form:



David Brickey, City Attorney

II. BACKGROUND:

Earlier this year Planning Commission forwarded a positive recommendation to City Council for a Rezone from its previous zone, R-1-10C and RR-.5C, to its current zone R-1-10E. City Council approved the Rezone on March 23, 2016 with a 7-0 vote.

Planning Commission also approved the Preliminary Subdivision Plat for Larsen Meadows Subdivision on June 21, 2016 through a unanimous vote (5-0). The Preliminary Plat was approved with the following conditions:

- 1. The proposed development shall meet all applicable Subdivision and Zoning Ordinance requirements.*
- 2. The Final Subdivision Plat must meet all requirements of the Engineering and Fire Departments.*
- 3. The temporary Turnaround easement shall be vacated when a street connection is completed on the property to the south.*
- 4. Prior to Subdivision recordation with Salt Lake County a Deferral Agreement allowing a deferral of the timing of construction shall be approved by City Council.*
- 5. An approved Preliminary Subdivision plat shall remain valid for one (1) year following the date of approval.*

III. GENERAL INFORMATION & ANALYSIS

The applicant with VP Homes submitted for approval of a Deferral Agreement on the proposed Larsen Meadows Subdivision. The Deferral Agreement will be specifically for the deferral of the timing of construction on one street section of the subdivision.

Overall, the Larsen Meadows Subdivision is proposed to have 13 Lots total, within 4.2 acres of property. The subdivision will connect to an existing stub road (Larsen Meadows Lane) to the east and will create two new stub roads to the south and the west.

The stub road towards the south of the subdivision is required by City Code to provide a turn-a-round for vehicles. This turn-a-round area is proposed to have a diameter of 93', this will require that a temporary turn-a-round easement is recorded on Lots 1 and 13. This temporary turn-a-round easement will include over 1,100 square feet of area on each lot, and will project into the front yard areas approximately 21'. This temporary turn-a-round will be vacated at the time of development to the south – when the turn-a-round will be converted to a thru street and connect to the subdivision to the south.

At the time the turn-a-round easement is vacated the public right-of-way will need to be updated to meet typical local street standards, which requires a width of 50'. This street width will include a 5' sidewalk, a 5' parkstrip, and a 30' street width. These measurements are the same to other local streets that will be approved in this subdivision. During the Final Subdivision approval, this 50' right-of-way will be dedicated to West Jordan City. Also, during this Final Subdivision approval a design of the infrastructure for the final thru street (without the turn-a-round area) will be complete. The requested Deferral Agreement will only refer to the timing of construction of the thru street; all other updates necessary to make Lots 1 and 13, and the adjacent street meet the minimum sidewalk, parkstrip, landscaping, street, and utility standards. The updates to the street and adjoining properties will be permanent in nature.

IV. DEFERRAL OF PUBLIC IMPROVEMENTS:

Section 8-3B-12: Timing of Construction; Deferral

Prior to City Council approval of a Deferral Agreement for the Deferral of the Timing of Construction, the Deferral agreement must meet the following Findings of Fact (according to City Code 8-3B-12):

Finding A: *The city engineer has prepared, and city council has reviewed: i) the estimated cost of the deferred improvements based on the most recent and most applicable costs incurred by the city in similar projects; and ii) an analysis of the feasibility of installing the improvements within the twenty four (24) month period described in this article.*

Discussion: Attached as Exhibit D is the estimated cost of the deferred public and private improvements required on the street.

At the time of the temporary easement release, when the property to the south (8009 South 2700 West) has a recorded subdivision with a stub road to the north, the installation of these improvements in Larsen Meadows Subdivision within 24 months is practicable.

Finding: The proposed plat conforms to, and is consistent with, the adopted goals, objectives and policies as set forth in the City's General Plan.

Finding B: *The improvements for which deferred construction is requested meet one or more of the following criteria: i) they are eligible public improvements as defined herein; or ii) they include public improvements for which some or all of the dedication is being deferred.*

Discussion: The definition of "eligible public improvements" is as follows:

ELIGIBLE PUBLIC IMPROVEMENTS:

A. Improvements that are off site or oversized improvements meeting all of the following criteria:

- 1. They are required as a condition of development approval; and*
- 2. They are anticipated to serve future development; and*
- 3. They are off site or will create additional or excess capacity beyond the proportionate share necessary to serve the proposed development at the city's adopted level of service standards; and*
- 4. They are approved by the city in advance of development in accordance with the city's ordinances, rules, regulations, engineering standards and specifications.*

B. May include "system improvements", as defined in this section, but shall not include "project improvements", as defined in this section, except to the extent that the project improvements are extended off site and/or are oversized to create additional or excess capacity beyond the proportionate share necessary to service the proposed development at the city's adopted level of service standards.

The improvements required in this proposed Deferral Agreement meet the definition of “eligible public improvements”, as they are required as a condition of development approval. These improvements are required in anticipation of future developments and their service potential; they will be beyond typical recorded subdivisions to meet City service standards. These public improvements are also required by the 2009 City Code and in the City’s “Road and Bridge Standards”.

Finding: The proposed site has adequate access to public streets and highways to carry the type and quantity of traffic which may be generated by the subject use, and that proposed vehicular and pedestrian circulation is adequate to permit movement in a manner which is safe and efficient.

Finding C: *Based on physical characteristics of the development and affected real property it is not feasible to install the improvements within the twenty four (24) month period described above and therefore deferring the installation to a future date is preferable to the city. Cost of installation shall not be a factor in determining feasibility for public improvements.*

Discussion: Due to the requirement: that a dead end street providing access for one or more lots provide an adequate turn-a-round until future development occurs that provides a thru street; it is not feasible for the developer to make those permanent improvements within the required 24 month required period. A connecting street to the south is not practical until future development occurs as a residential subdivision. The requirement for this temporary turn-a-round is listed below:

14-5-5: STREETS:

F. Cul-De-Sacs: Unless otherwise approved by the city engineer, rights of way terminating in cul-de-sacs shall be no longer than four hundred fifty feet (450') in length. Turnaround areas, with a right of way diameter of one hundred feet (100') and a paved diameter of not less than eighty feet (80'), shall be provided at the terminus of all cul-de-sacs. When dead end streets providing access for one or more lots are proposed in a subdivision, adequate turnarounds shall be provided as follows:

- 1. Where a street dead ends into a subsequent phase of the same subdivision, a temporary, paved, eighty foot (80') diameter turnaround and permanent right of way easement shall be required.*
- 2. Where a street dead ends at property that is not part of a subsequent subdivision phase, either a bubble inside the subdivision, as shown in the city standard drawings, or an asphalted eighty foot (80') diameter turnaround and permanent right of way easement on the adjacent property, shall be provided.*

Finding: Public facilities and services intended to serve the subject development, including, but not limited to, roadways, parks and recreational facilities, school, police and fire protection, stormwater drainage systems, water supplies, wastewater, power, and refuse collection, are adequate to serve the site.

Finding D: *The deferred improvements are not necessary for public health or safety or as a prerequisite to orderly development of the surrounding area.*

Discussion: The deferred timing of construction will be to remove the temporary cul-de-sac and install a thru street when development occurs to the south. This stub street requirement can be found in the City Code as:

14-5-5: STREETS:

A. Street Layout: Streets in new subdivisions shall connect to existing stub streets from adjacent subdivisions. If adjacent land is undeveloped, stub streets shall be provided at reasonable locations to provide convenient access for future development.

This second stub street provides for future access to development to the south. The property to the south is presently zoned RR-.5C (Rural Residential .5-acre lots) and is designated as Medium Density Residential on the Future Land Use Map, meaning future residential subdivisions is anticipated on the properties to the south. These improvements are, therefore, not necessary for health or safety in the surrounding community or subject subdivision.

Finding: The proposed plat complies with all applicable provisions of the Subdivision Ordinance, the Zoning Ordinance and all other development standards of the City.

V. CONCLUSION:

Subject to the findings discussed in this report, all applicable requirements and findings for the Deferral of Public Improvements Agreement for Larsen Meadows Subdivision is appropriate and this approval will result in the construction of improvements at an appropriate time in the future.

VI. ATTACHMENTS:

- Exhibit A – Aerial Map
- Exhibit B – Zoning/Land Use Map
- Exhibit C – Subdivision and Turnaround Plan
- Exhibit D – Public Improvement Estimate



Exhibit A Aerial Map

T:\Planning & Zoning\Users Sub-Folders\PROJECTS -\Subdivisions\Subdivision, Major\Larsen Meadows Subdivision\Larsen meadows Deferral Agreement Staff Report PC 07192016.docx

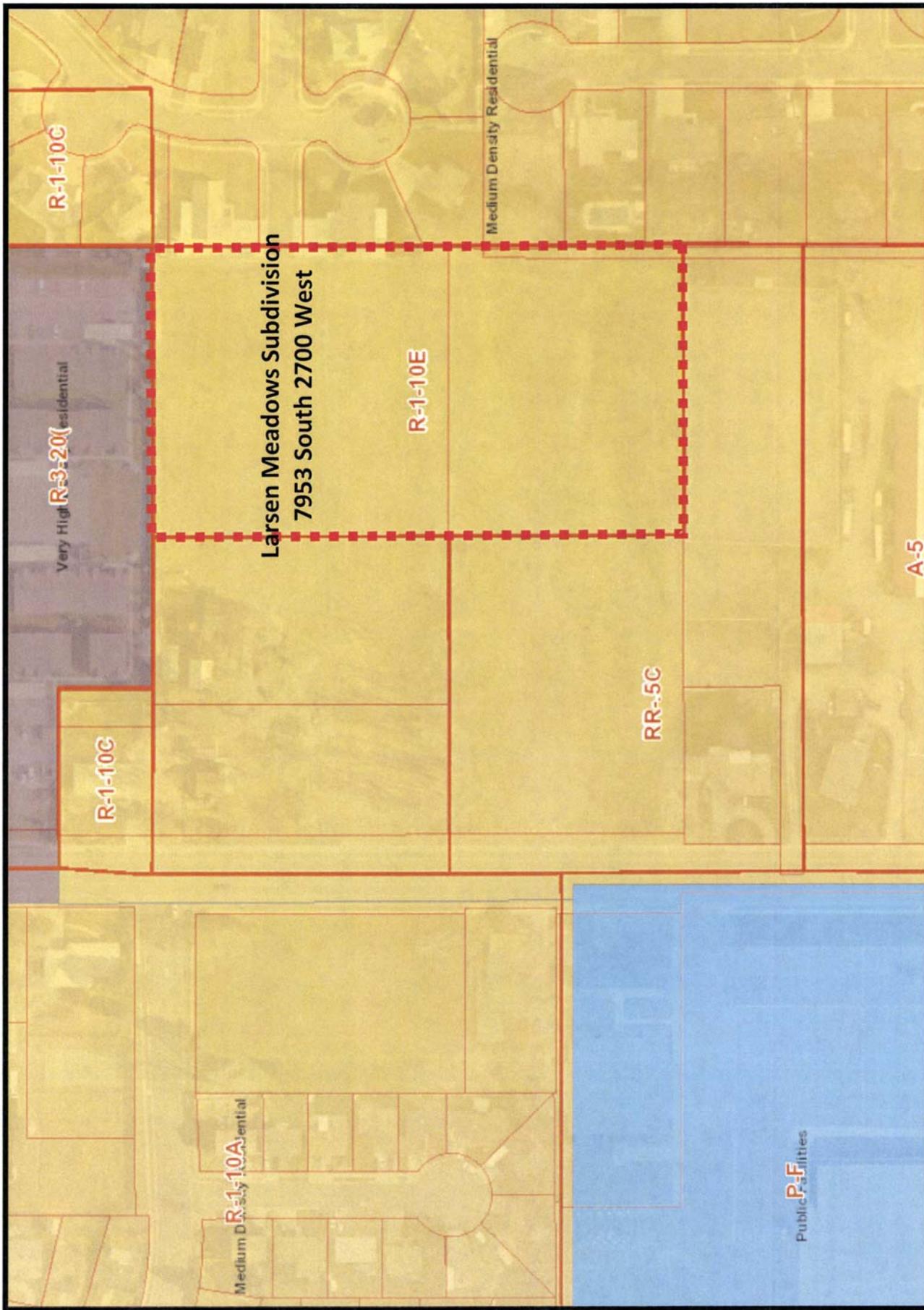


Exhibit B Land Use/ Zoning Map

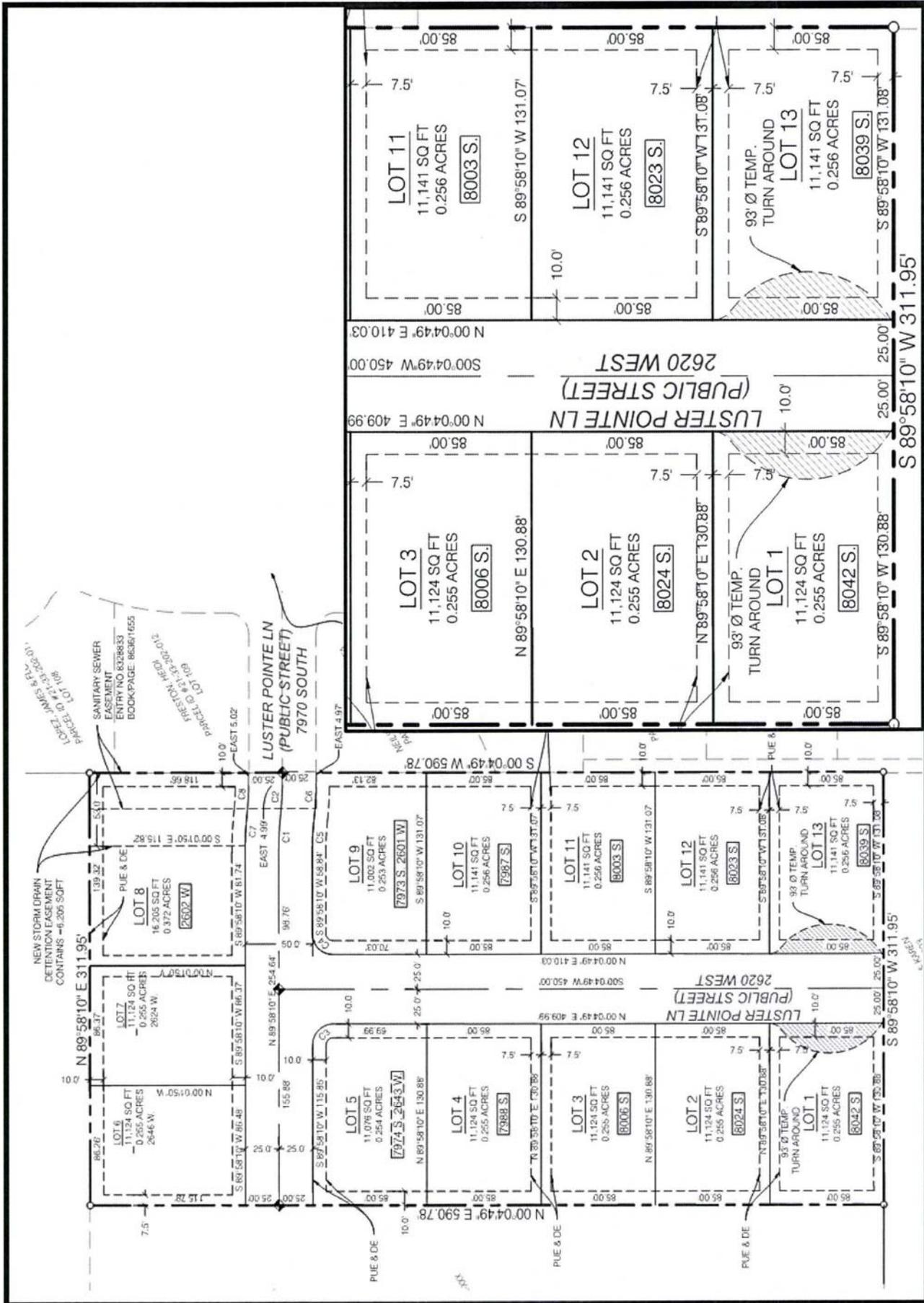


Exhibit C Subdivision and Temporary Turnaround

West Jordan Bond Calculation Worksheet for PUBLIC IMPROVEMENTS

Project: Larsen Meadows Deferral Estimate

Date: _____



DESCRIPTION	Unit	Quant.	S/Unit	Total
Street Improvements				
Curb & Gutter w Road Base	LF	170	\$15.00	\$2,550.00
4' Sidewalk w Road Base, Back Fill Parkstrip	LF		\$14.00	\$0.00
5' Sidewalk w Road Base, Back Fill Parkstrip	LF	170	\$16.00	\$2,720.00
3" Asphalt w Road Base	SF		\$2.25	\$0.00
Temporary access	SF		\$2.00	\$0.00
Temporary turnaround	SF		\$1.50	\$0.00
Asphalt Saw Cutting	LF	170	\$1.25	\$212.50
Disabled Pedestrian Ramp	EA		\$260.00	\$0.00
Monuments	EA		\$300.00	\$0.00
Roundabout	EA		\$100,000.00	\$0.00
Subtotal				\$5,482.50
Miscellaneous				
Street Signs	EA		\$250.00	\$0.00
Striping	LF		\$0.90	\$0.00
Sod (grass)	M.S.F.	3.23	\$360.00	\$1,162.80
Irrigation	SF	3230	\$0.50	\$1,615.00
Demo	EA	1	\$4,130.15	\$4,130.15
Subtotal				\$6,907.95
Total				\$12,390.45

Prepared By: _____
Staff Engineer

Reviewed By: _____
City Engineer

Exhibit D Public Improvements Estimate

THE CITY OF WEST JORDAN, UTAH
A Municipal Corporation

RESOLUTION NO. 16- 130

**A RESOLUTION AUTHORIZING THE EXECUTION BY THE MAYOR
OF A DEFERRAL AGREEMENT BETWEEN THE CITY OF WEST JORDAN
AND VP HOMES, LLC REGARDING LARSEN MEADOWS SUBDIVISION**

Whereas, the City Council has reviewed and considered the attached Deferral Agreement between the City and VP Homes, LLC (“Developer”); and

Whereas, the City Council finds that pursuant to West Jordan City Code Section 8-3B-12 [Title 8, Chapter 3, Article B, Section 12] (the “Deferral Ordinances”), construction of the permanent right-of-way improvements may be deferred until the time when the temporary turn-around at the end of 2620 West Street (Luster Pointe Lane) is no longer necessary; and

Whereas, the City Council finds that the Deferral Ordinances allow for: (1) a temporary turn-around to be constructed now; and (2) the Developer to set aside funds for the future costs of removing the temporary turn-around and installing the permanent right-of-way improvements on 2600 West Street; and

Whereas, the City Council finds that, pursuant to the Deferral Ordinances, construction may be deferred because: (1) the city engineer has prepared, and city council has reviewed the estimated cost of the deferred improvements based on the most recent and most applicable costs incurred by the city in similar projects and an analysis of the feasibility of installing the improvements within the twenty four (24) month period described in the Deferral Ordinances; (2) the improvements for which deferred construction is requested are eligible public improvements or they include public improvements for which some or all of the construction is being deferred; and (3) based on physical characteristics of the development and affected real property it is not feasible to install the improvements within the twenty four (24) month period described above and therefore deferring the installation to a future date is preferable to the city; and (4) the deferred improvements are not yet necessary for public health or safety or as a prerequisite to orderly development of the surrounding area, but the deferred improvements will become necessary once development occurs on the land abutting to the south; and

Whereas, the City Council has determined the Deferral Agreement to be in the best interest of the City; and

Whereas, the City Council of the City of West Jordan desires that the Agreement be executed by the Mayor; and

Whereas, the Mayor is authorized to execute Agreement.

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

Section 1. The Mayor is authorized and directed to sign the Deferral Agreement between the City of West Jordan and VP Homes, LLC, attached hereto.

Section 2. This resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah, this 10th day of August, 2016.

CITY OF WEST JORDAN:

ATTEST:

By: _____
Mayor Kim V. Rolfe

MELANIE BRIGGS, MMC, City Clerk

Approved as to Form:



City Attorney

Aug 4, 2016
Date

Voting by the City Council

	"AYE"	"NAY"
Dirk Burton	_____	_____
Jeff Haaga	_____	_____
Zach Jacob	_____	_____
Chris McConnehey	_____	_____
Chad Nichols	_____	_____
Sophie Rice	_____	_____
Mayor Kim V. Rolfe	_____	_____

DEFERRAL AGREEMENT
Larsen Meadows Subdivision

This Deferral Agreement ("Agreement") is entered into by and between VP Homes, LLC, a Utah limited liability company ("Developer"), and the City of West Jordan, a municipality and political subdivision of the State of Utah (the "City").

RECITALS

Whereas, Developer desires to subdivide and develop a parcel of real property (the "Property") located at approximately west of 7953 South and 2700 West in West Jordan, Utah, consisting of approximately 4.2 acres, as depicted on the Larsen Meadows Subdivision plat, a copy of which is attached hereto as "**Exhibit C**"; and

Whereas, pursuant to applicable provisions of the West Jordan City Code, Developer is required, in connection with the subdivision and development of the Property to design, construct, and dedicate that portion of 2620 West Street (Luster Point Lane) directly adjacent to the south of the Property, unless such design, dedication and construction is deferred in accordance with West Jordan City Code; and

Whereas, pursuant to West Jordan City Code Section 8-3B-12 [Title 8, Chapter 3, Article B, Section 12] (the "Deferral Ordinances"), construction of the permanent right-of-way improvements may be deferred until the time when the temporary turn-around at the end of 2620 West Street (Luster Point Lane) is no longer necessary; and

Whereas, the Deferral Ordinances allow for: (1) a temporary turn-around to be constructed now; and (2) the Developer to set aside funds for the future costs of removing the temporary turn-around and installing the permanent right-of-way improvements, including landscaping improvements for Lots 1 and 13, on 2620 West Street (the "2620 West Improvements"); and

Whereas, pursuant to the Deferral Ordinances, construction may be deferred because: (1) the city engineer has prepared the estimated cost of the deferred improvements based on the most recent and most applicable costs incurred by the city in similar projects and an analysis of the feasibility of installing the improvements within the twenty four (24) month period described in the Deferral Ordinances; (2) the improvements for which deferred construction is requested are eligible public improvements or they include public improvements for which some or all of the construction is being deferred; and (3) based on physical characteristics of the development and affected real property it is not feasible to install the improvements within the twenty four (24) month period described above and therefore deferring the installation to a future date is preferable to the city; and (4) the deferred improvements are not yet necessary for public health or safety or as a prerequisite to orderly development of the surrounding area, but the deferred improvements will become necessary once development occurs on the land abutting to the south; and

Whereas, the Developer and City have agreed that construction of the 2620 West Improvements should be deferred and the costs of the 2620 West Improvements should be paid by Developer pursuant to the Deferral Ordinances; and

Whereas, such payments from Developer to City are quantified in dollar terms on “**Exhibit D**,” attached hereto; and

Whereas, Developer and the City desire to document their mutual understanding regarding the deferral of the 2620 West Improvements.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated into this Agreement and are made a part hereof.
2. Deferral. Pursuant to the Deferral Ordinances, construction of the 2620 West Improvements (the permanent right-of way improvements for 2620 West Street) will be deferred.
3. Cash Deposit.
 - (a) Pursuant to the Deferral Ordinances, Developer will pay a cash deposit (the “Cash Deposit”) in an amount equal to the estimated cost of the deferred construction of permanent improvements based on the most recent and most applicable costs incurred by the city in similar projects, plus a contingency of fifteen percent (15%). For purposes of this Deferral Agreement, Developer and City agree that the “estimated cost of the deferred construction of improvements” shall be as shown in the itemized estimate in “**Exhibit D**,” attached hereto and incorporated herein by this reference, which is \$12,390.45, plus a contingency of 15% (\$1858.57), for a **total of \$14,249.02**.
 - (b) Payment of the Cash Deposit to the City shall be as follows: 100% of the Cash Deposit shall be due and payable to the City on or before the date of execution of this Agreement.
4. Land Dedication. Developer will cause to be dedicated to the City, at no cost to the City, that portion of real property in the Development that is owned by the Developer as of the date of this Agreement and located within the future 2620 West Improvements area as shown approximately on “**Exhibit C**.” Said dedication shall be accomplished by recording of the approved subdivision plat for Larsen Meadows Subdivision in which such property lies or by some other means at sole the discretion of the City if dedication is desired prior to such time of plat recording.
5. Term of Agreement. This Agreement shall terminate after the 2620 West Improvements are constructed and Developer has fully satisfied and completed all of his obligations herein, to the satisfaction of the City.
6. Effect of Agreement. Nothing in this Agreement shall be construed to relieve Developer of any obligations imposed on Developer by Federal, State or local laws, ordinances, regulations, or standards and this Agreement applies only to public improvements specifically identified herein. However, the complete performance of this Agreement shall constitute complete satisfaction by Developer of all obligations imposed on Developer with respect to the dedications and completion of the 2620 West Improvements. Except for the satisfaction of all obligations imposed on Developer with respect to the dedications and completion of the 2620 West

Improvements, the performance of this Agreement is not intended to vest in Developer any specific development rights for its Property that would not otherwise vest in Developer in the absence of this Agreement as a result of the approvals obtained from the City for the Larsen Meadows Subdivision. Moreover, nothing in this Agreement is intended to establish or infer the market value of any property dedicated to the City in conjunction with the development of the Larsen Meadows Subdivision.

7. Assignment. Neither the Agreement nor any of its provisions, terms or conditions may be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities and without the prior written consent of City.

8. Entire Agreement. This Agreement contains the entire agreement and understanding of the parties and supersedes all prior written or oral agreements, representations, promises, inducements, or understandings between the parties with regard to the subject matter herein.

9. Binding Effect. This Agreement shall be binding upon the parties hereto and their respective officers, employees, representatives, agents, members, successors, and assigns.

10. Validity and Severability. In the event a court, governmental agency, or regulatory agency with proper jurisdiction determines that any provision of this Agreement is unlawful, that provision shall terminate. If a provision is terminated, but the parties can legally, commercially, and practicably continue to perform this Agreement without the terminated provision, the remainder of this Agreement shall continue in effect.

11. Amendment. This Agreement may be amended only in a writing signed by the parties hereto.

12. Controlling Law, Jurisdiction and Venue. This Reimbursement Agreement shall be governed by the laws of the State of Utah. Venue shall be in Salt Lake County, Utah.

IN WITNESS WHEREOF, the parties hereto have executed this Deferral Agreement as of this _____ day of _____, 2016.

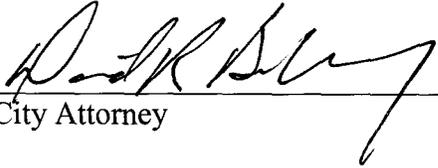
CITY:

ATTEST:

By: _____
Mayor Kim V. Rolfe

City Clerk

Approved as to Form:



City Attorney



Date

Exhibit C
("Larsen Meadows Subdivision Plat")

SEE ATTACHED

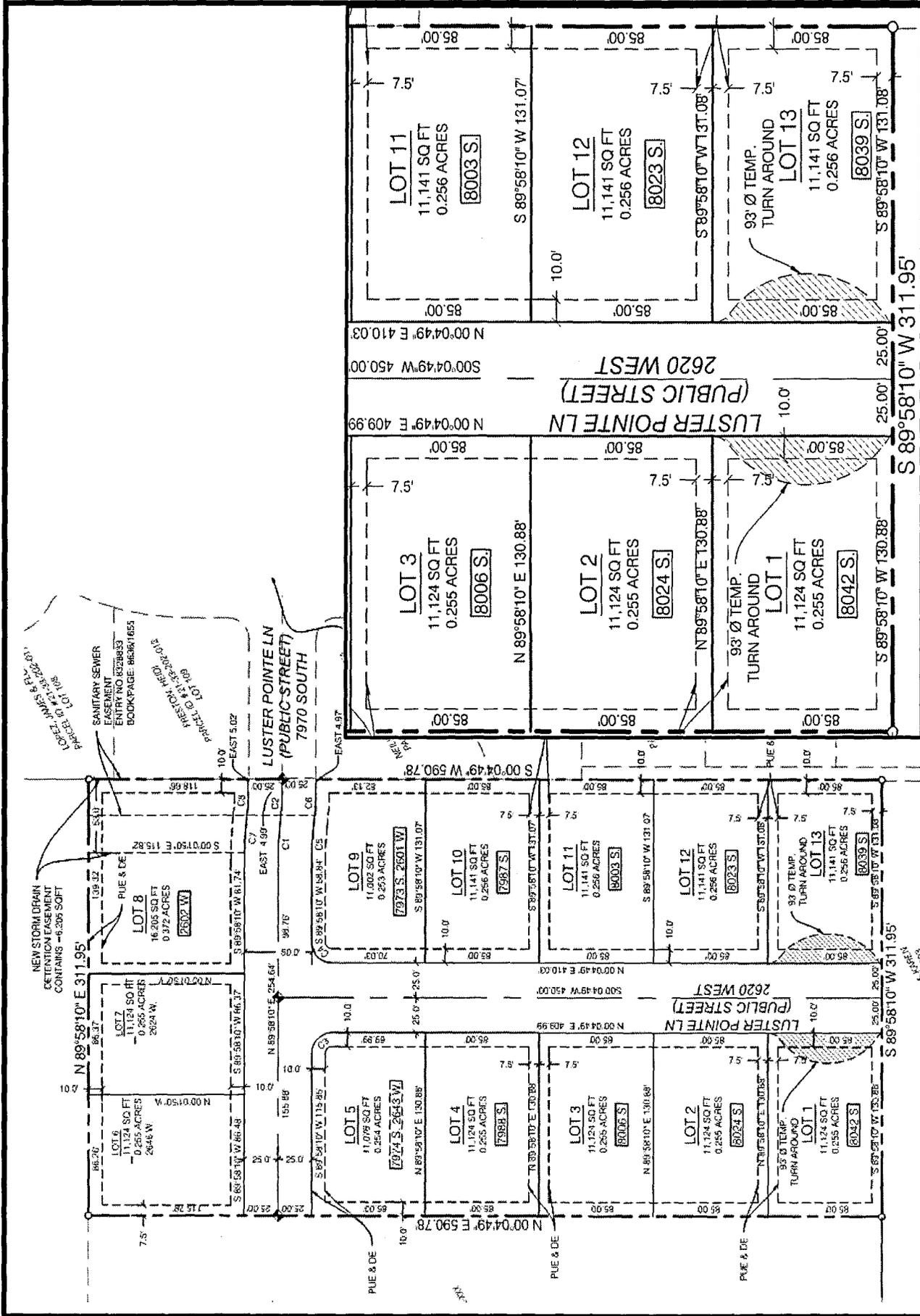


Exhibit C Subdivision and Temporary Turnaround

Exhibit D

PUBLIC IMPROVEMENTS ESTIMATE

**West Jordan Bond Calculation Worksheet for Public Improvements for
Larsen Meadows Deferral Estimate (“Cash Deposit”)**

SEE ATTACHED

West Jordan Bond Calculation Worksheet for PUBLIC IMPROVEMENTS

Project: Larsen Meadows Deferral Estimate



Date: _____

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Prepared By: _____
Staff Engineer

Reviewed By: _____
City Engineer

Exhibit D Public Improvements Estimate