



CITY COUNCIL AGENDA

Tuesday, July 7, 2026, 5:30 PM
1020 E. Pioneer Rd.
Draper, Utah 84020
Council Chambers

5:30 PM STUDY SESSION (ADMINISTRATIVE CONFERENCE ROOM)

CLOSED MEETING, IF NECESSARY - TO BE ANNOUNCED IN MOTION

The Draper City Council may temporarily recess the meeting and convene in a closed meeting as provided by UCA § 52-4-205.

Discussion: River to Range Trail - Design Workshop

Discussion: Solid Waste - John and Scott

Report: Major Roads CIP Update - Scott

Report: Parks CIP Update - Rhett

Council/Manager Reports

7:00 PM BUSINESS SESSION

1. Call to Order

2. Pledge of Allegiance

3. Public Comments

To be considerate of everyone attending the meeting, public comments will be restricted to items that are not listed on this or a future agenda and limited to three minutes per person. Comments which cannot be made within these limits should be submitted in writing to the City Recorder prior to noon the day before the meeting. Comments pertaining to an item on the agenda should not be given at this time but should be held until that item is called.

4. Consent Items

4.a Approve the June 2, 2026 and June 9, 2026 City Council Meeting Minutes

4.b Approve Resolution #26-34

A resolution of the Draper City Council acting as the governing body of the Traverse Ridge Special Service District certifying a tax rate for the 2027 taxable year. Staff: John Vuyk.

5. Items for Council Consideration

5.a Public Hearing: Ordinance #1726

An ordinance of Draper City amending the text of Titles 9 and 17 of the Draper City Municipal Code related to corner lots. Staff report by Todd Taylor.

5.b Public Hearing: Ordinance #1727

An ordinance of Draper City adopting text amendments to Section 9-31-040 of Draper City Municipal Code regarding standards for the creation of Detached Accessory Dwelling Units. Staff report by Todd Draper.

5.c Public Hearing: Ordinances #1728, #1729, and #1730

Ordinances of Draper City amending the Official Land Use Map of Draper City, the Official Zoning Map of Draper City, and approving a Development Agreement for approximately 1.95 acres located at approximately 762 W. 12300 S. Known as the Kuwahara Nursery Land Use Map and Zoning Map Amendments and the Kuwahara Nursery Development Agreement. Staff Report by Todd Draper.

5.d Action Item: Resolution #26-35

A resolution approving an agreement with Ace Recycling and Disposal Inc. for residential solid waste and recyclable material collection services on public streets in Draper City. Staff: Scott Cooley.

6. Adjourn

I, the City Recorder of Draper City, certify that copies of this agenda for the **Draper City Council** meeting to be held **July 7, 2026**, were posted at Draper City Hall, Draper City website www.draperutah.gov, and the Utah Public Notice website at www.utah.gov/pmn.



Nicole Smedley, CMC, City Recorder
Draper City, State of Utah

In compliance with the Americans with Disabilities Act, any individuals needing special accommodations or services during this meeting shall notify Nicole Smedley, City Recorder at (801) 576-6502 or nicole.smedley@draperutah.gov, at least 24 hours prior to the meeting.

MEMO



To: City Council

From:

Date: 2026-07-07

Re: Approve the June 2, 2026 and June 9, 2026 City Council Meeting Minutes

Comments:

ATTACHMENTS:

[2026-06-02 DRAFT City Council Minutes.pdf](#)

ATTACHMENTS:

[2026-06-09 DRAFT City Council Minutes.pdf](#)

**MINUTES OF THE DRAPER CITY COUNCIL MEETING HELD ON TUESDAY, JUNE 2, 2026,
IN THE DRAPER CITY COUNCIL CHAMBERS, 1020 EAST PIONEER ROAD, DRAPER,
UTAH**

PRESENT: Mayor Troy K. Walker, and Councilmembers Kathryn Dahlin, Bryn Heather Johnson, Tasha Lowery, and Fred Lowry

EXCUSED: Councilmember Mike Green

STAFF: Mike Barker, City Manager; Kellie Challburg, Assistant City Manager; Scott Cooley, City Engineer and Public Works Director; Spencer DuShane, Assistant City Attorney; Rich Ferguson, Chief of Police; Alex Getts, Communications Specialist; Jennifer Jastremsky, Community Development Director; Derek Orth, Human Resource Director; Nicole Smedley, City Recorder; Steve Pearson, Deputy Fire Chief; Kevin Alsop, IT; and John Vuyk, Finance Director

Study Session

Discussion: Short-Term Rentals

Todd Taylor said staff were proposing to allow short-term rentals in all residential districts. He discussed proposed regulations with the Council. The Council discussed prohibiting use of short-term rentals for events and commercial purposes. Mr. Taylor said maximum occupancy would be based on number of bedrooms and square feet of unit.

Councilmember T. Lowery suggested posting property owner contact information on the exterior of the house (front door) so neighbors had a contact point for complaints or problems. Mr. Taylor said staff proposed mailing contact information to neighbors. Councilmember Dahlin said she did not think posting contact information on the door was necessary, and said there would be some responsibility on the part of the neighbors to keep the contact information sent to them. She pointed out neighbors could call the police if there was a problem. Ms. Jastremsky said staff could research what was done in other cities concerning contact information for neighbors.

Mayor Walker suggested adding language to City Code to make short-term rental requirements enforceable. Ms. Jastremsky said staff would work on the suggestion with the legal department. Mayor Walker suggested a minimum short-term rental age of 21. Councilmember F. Lowry said he agreed.

Discussion: Zoning and Subdivision Code Update

Todd Taylor presented changes to proposed mixed-residential zoning made following the last Council meeting, and answered questions from the Council. The Council discussed the cottage court concept. Responding to a question from Councilmember Dahlin, Ms. Jastremsky said there would be standards for courtyard size, unit setbacks, roads, parking, and access. Councilmember Dahlin asked about private lanes, and Ms. Jastremsky said a developer could choose to include a private lane in a residential development if City standards for private lanes were met.

Mr. Taylor presented a proposed Affordable Homeownership Overlay, an option set up by the State, with the following minimum qualifying conditions:

Qualifying Conditions (pick one)

- 60% owner-occupied for five years
- 25% affordable priced
 - Affordable housing means a dwelling:
 - Offered for sale to an owner-occupier at a purchase price affordable to a household with a gross income of no more than 120% of area median income for the county in which the residential unit is offered for sale; or
 - Offered for rent at a rental price affordable to a household with a gross income of no more than 80% of area median income for the county in which the residential unit is offered for rent.
- 25% under 1,600 square feet
- First-time buyers get 30 days first pick

Extra Incentives (pick two)

- Single-Family
 - Lot coverage increased up to 50%
 - Lot size reduced up to 20%
 - Setbacks reduced up to 10%
 - Fast-track approval
- Multi-Family
 - Open space reduced up to 50%
 - Parking reduced to one space per unit
 - One extra building story allowed
 - Fast-track approval

Councilmember F. Lowry said he would prefer higher than 60% owner occupation. Councilmember T. Lowery expressed the opinion that the five-year timeframe was not long enough. Councilmember F. Lowry said he agreed it needed to be more than five years. Councilmember T. Lowery suggested 85% owner-occupied for 30 plus years.

Staff pointed out that a developer would only need to choose one of the qualifying conditions in exchange for higher density. Ms. Jastremsky said she sent a copy of the draft overlay to selected developers in Draper for feedback, but had not yet heard back. Mayor Walker said he heard the opinion recently that the only way government could make housing affordable was subsidization – either giving people money or lowering their costs.

Councilmember T. Lowery said there was a possibility that the Affordable Homeownership Overlay would never be used in Draper. Under extra incentives for multi-family, Councilmember T. Lowery said she did not like the proposed parking reduction. She said parking was a major issue with multi-family housing. Mayor Walker said he suspected the Homebuilders Association would go after parking requirements in the next Legislative Session.

Councilmember F. Lowry expressed concern with the option for reduced setbacks under extra incentives for single-family. Ms. Jastremsky said staff would make changes based on Council feedback, and bring back developer/public feedback.

Discussion: South Mountain Parking

Public Works Director Scott Cooley said residents had objected to signed South Mountain parking restrictions, and said the parking restrictions had not been enforced. He said there was not enough parking in the area. Councilmember Johnson said she knew from experience that parking and traffic was an issue. The Council discussed the increased number of rental units and sub-rentals in the neighborhood, and the impact on parking and traffic.

Mr. Cooley asked if the Council wanted staff to leave the no-parking signs in place without enforcement, or remove the signs. Councilmember Dahlin asked why enforcement was not one of the options. Mr. Cooley said the City had enforced at one point, but there had been negative response from the neighborhood. Councilmember Johnson suggested implementing parking by permit. Councilmember T. Lowery said Councilmember Mike Green previously expressed support for permitted parking on South Mountain. Mr. Cooley said the City did not

currently have a permitted parking process in place. Councilmember T. Lowery suggested enforcement of permitted parking could be contracted out. Councilmember Johnson spoke of traffic problems in the neighborhood when people parked where they should not, particularly on Adobe School Drive.

Councilmember F. Lowry said it would be a free-for-all without the no-parking signs. Councilmember Johnson expressed the opinion that signed parking restrictions should be enforced. Councilmember Dahlin said she would support looking into permitting. Mr. Cooley said permitting would turn into a revenue source for the City, but would not necessarily resolve the issue of too many vehicles for the space available.

Councilmember Johnson suggested street parking should only be allowed on one side of the street (current restriction), with the addition of parking permits. Staff suggested discussing the idea with the Traffic Committee. Mr. Cooley said the parking situation would continue status quo for now.

Business Session

1. **Call to Order by Mayor Troy K. Walker**

2. **Pledge of Allegiance led by Councilmember Johnson**

3. **Public Comments**

Reed Gibby, Draper resident, referred to the 250th anniversary of the United States. He expressed concern that some people did not think the United States Constitution was good because some of those involved in making it were slave owners. He spoke of sources of energy and the industrial revolution, and said he believed it was disingenuous to claim the Constitution was flawed because slave owners helped to develop it.

4. **Consent Items**

4.a **May 19, 2026 City Council Meeting Minutes**

Councilmember Dahlin moved to approve the Consent Agenda. Councilmember Johnson seconded the motion.

A roll call vote was taken. The motion passed unanimously.

	Yes	No	Absent
Councilmember Green			Excused
Councilmember Johnson	X		
Councilmember T. Lowery	X		
Councilmember F. Lowry	X		
Councilmember Dahlin	X		

5. Disclosure and Action Items

5.a The Budget Officer intends to State that the Fiscal Year 2026-27 Tentative Budget includes a proposed property tax rate increase

5.b Statement of Budget Officer that the Fiscal Year 2026-27 Tentative Budget includes a proposed property tax rate increase

Mayor Walker stated Draper City was considering a property tax rate increase in the FY2027 Budget. (1:24:38) Finance Director John Vuyk read aloud the following statement: "Draper City is considering levying a tax rate that exceeds the City's certified tax rate. The proposed tax rate is estimated to increase the current tax rate from 0.000936 to 0.001170. The proposed tax rate increase would generate approximately \$2,696,000 of additional ad valorem tax revenue to be used to pay for operational and compensation costs. The proposed tax rate increase would increase the City's ad valorem tax revenue by approximately 25%. If the City proceeds with the proposed tax rate increase, the City will provide notice of and conduct a public hearing, as required by Utah Code Section 59-2-919(4)(c)."

5.c Presentation: Property Tax Impact Schedule

Finance Director John Vuyk presented a Proposed Property Tax Impact Schedule, and stated with the proposed property tax increase, Draper would reduce reliance on fund balance to meet ongoing operational needs of the City. With the proposed property tax increase, the City would fund three new firefighter positions, reducing reliance on overtime to meet minimum staffing levels and reducing firefighter fatigue. The City would have necessary funding to continue annual playground replacements at the recommended level in order to maintain compliance with risk and insurance mandates.

6. Public Hearing and Action Items

6.a Public Hearing: Fiscal Year 2026-27 Interim Budget

Mayor Walker opened a public hearing for the FY2027 Interim Budget.

Reed Gibby, Draper resident, said 25% sounded like a big jump, but acknowledged the City had not had an increase in a long time. He said he was not overly concerned by the proposed increase, and trusted that officials were doing the best they could under the circumstances.

Tyler Ashby, Draper resident, said he was okay with the increase in taxes for the benefit of citizens, not the benefit of developers. He asked how much money would go to the department that held developers accountable. Mr. Ashby said he had several open issues before the City related to a developer who made millions of dollars without following City processes.

Penny Rasmussen, Draper resident, said the resident who spoke before her was correct. She said she had watched development in Draper for 30 years with frustration. Ms. Rasmussen spoke of difficulties encountered with the City in subdividing her property, and said big developers came to Draper and built with measurements for which she and her husband were criticized. She said she had been a victim of the way the City was run.

Terry Rasmussen, Draper resident, said he was against the proposed property tax increase, and said 25% was ridiculous. He asked how the need for a property tax increase had not been offset by new development in the City. Mr. Rasmussen said it was nice to start seeing some of the sidewalks fixed.

Dan Portwood, Draper resident, said he was from Chicago, and property taxes in Draper were comparatively really low. He expressed the opinion that a little extra had to be paid to have a premium city. Mr. Portwood said he thought the proposed property tax increase was a good idea, and said he thought Draper was one of the best places in Utah to live.

Jared Harper, Draper resident, said he was totally against the proposed property tax increase. He said in tight times, belts had to be tightened and budgets had to be cut. Mr. Harper expressed respect for first responders, and said he would prefer to cut other things out of the budget to fully fund police and fire services. He suggested Draper Days could be less elaborate to save money, and said he did not think sidewalk repair by the City in front of his home had been necessary.

Seeing no one else come forward, Mayor Walker closed the public hearing.

6.b Public Hearing: Municipal Water Rates

Finance Director John Vuyk presented proposed changes to residential and commercial water rates. He explained Jordan Valley Water Conservancy District (JVWCD) raised the rate for Draper City to purchase water, and the increase was proposed to be passed on to residents through the City's variable rates (4.5%). Mr. Vuyk answered questions from the Council. Councilmember F. Lowry pointed out that Draper did not raise water rates for several years (FY2018-FY2024), and had ended up subsidizing resident and commercial water use.

Mayor Walker opened a public hearing.

Terry Rasmussen, Draper resident, said he had seen a lot of change in Draper in 30 years, including a dramatic increase in the cost of water. He referred to pressurization of the irrigation water system, and said there was a lot of money being made somewhere.

Tyler Ashby, Draper resident, asked if the cost put into the East Jordan Canal and the way developers developed impacted resident water rates. He expressed the opinion that the Finance Director had not presented enough information for him to comment on.

Reed Gibby, Draper resident, commented that the JVWCD would have a public hearing on their rate increase in August, and suggested those with concerns about the increase attend the JVWCD public hearing.

Seeing no one else come forward, Mayor Walker closed the public hearing.

6.c Public Hearing: Statutory Officer Compensation

Mr. Vuyk presented proposed executive and statutory officer compensation changes for FY2027.

Mayor Walker opened a public hearing.

Jared Harper, Draper resident, said he did not have a problem with the proposed increases, but suggested each department should be required to make cuts to their budgets.

Tyler Ashby, Draper resident, said he thought everyone deserved more than a 5% increase, with the exception of the planning department. He said he did not believe the planning department had done their jobs to protect the residents.

Seeing no one else come forward, Mayor Walker closed the public hearing.

6.d Public Hearing: Executive Municipal Officer Compensation

Mayor Walker referred to the proposed executive officer compensation changes presented by Mr. Vuyk. Mayor Walker opened a public hearing, and no one come forward, closed the public hearing.

6.e Public Hearing: Resolution #26-25 amending the adopted budget of Draper City for Fiscal Year 2025-26

Finance Director John Vuyk presented proposed amendments to the FY25-2026 Budget. He explained that reimbursement of \$2.9 million the City had spent on rainstorm cleanup (August 2023) would fund many of the projects included in the proposed budget amendment.

Mayor Walker opened a public hearing.

Reed Gibby, Draper resident, said he was glad to see two new traffic signals. He suggested adding a 25-mph speed limit sign just north of the Corner Canyon campus.

Jared Harper, Draper resident, expressed the opinion that some of the projects on the list were necessary, and some were just nice to have. He suggested the reimbursement funds be used to not increase property taxes.

Tyler Ashby, Draper resident, said he did not understand the information presented. He said he objected to the Storm Water Fund increase because the planning department had not done their job to hold developers accountable for their part of projects. He said he had proof that developers had been ripping the City off for five years.

Terry Rasmussen, Draper resident, said the proposed budget amendment looked great. He suggested Smiths Marketplace should help pay for the traffic study for the area adjacent to the Smiths project.

Penny Rasmussen, Draper resident, said she knew Draper liked trees and required trees to be planted in park strips. She said she agreed with working on beautifying what the City already had, and referred to an area where she always saw trash. Ms. Rasmussen suggested the City would not need to work on repairing so many sidewalks if fewer trees were required in park strips.

Seeing no one else come forward, Mayor Walker closed the public hearing.

Councilmember Dahlin said the traffic study for 13800 South and 300 East was being done independently from Smiths because the intersection was already failing, and construction of Smiths was a couple years away. She said she agreed with the need to maintain what the City already had.

Councilmember F. Lowry explained that the almost \$3 million reimbursement meant that property tax revenue only needed to increase by \$3 million instead of \$6 million.

Councilmember Johnson commented that funds in the budget for public safety encompassed police and fire services, as well as traffic mitigation measures, updating the water system, and improving sidewalks. She said funds set aside for beautification would include both ongoing maintenance and new projects.

Mayor Walker noted that the August 2023 rainstorm caused more than \$2.9 million in damage, and spoke of the importance of maintaining fund balance to be able to respond to emergency situations. He said Draper City had the most complex water system in the State, and said the City needed to have fund balance to cover contingencies.

Councilmember T. Lowery moved to approve Resolution #26-25, and amend Item FY26-30 to specify that funding would come from B&C Road Funds. Councilmember Johnson seconded the motion.

A roll call vote was taken. The motion passed unanimously.

	Yes	No	Absent
Councilmember Green			Excused
Councilmember Johnson	X		
Councilmember T. Lowery	X		
Councilmember F. Lowry	X		

Councilmember Dahlin

X

6.f Action: Resolution #26-26 certifying authorized individuals to access and/or transact business with the State of Utah Public Treasurers and to execute any necessary forms in connection with such changes on behalf of Draper City

Mr. Vuyk explained Draper City was required by the State to complete and submit the proposed resolution.

Councilmember Johnson moved to approve Resolution #26-26. Councilmember T. Lowery seconded the motion.

A roll call vote was taken. The motion passed unanimously.

	Yes	No	Absent Excused
Councilmember Green			
Councilmember Johnson	X		
Councilmember T. Lowery	X		
Councilmember F. Lowry	X		
Councilmember Dahlin	X		

6.g Action: Resolution #26-27 setting the date of August 12, 2026 as the Truth and Taxation Hearing for Draper City

Councilmember Johnson moved to approve Resolution #26-27. Councilmember T. Lowery seconded the motion.

Councilmember Dahlin said she appreciated the Truth in Taxation process, and appreciated residents attending and sharing their thoughts. Councilmember T. Lowery thanked residents for making the City aware of sidewalk and tree trimming issues that needed to be addressed.

Mayor Walker said Draper City had a blended budget with property tax revenue, sales tax revenue, and additional sources of revenue. He spoke of how other cities in the area chose to cover public safety costs, and commented that Draper had a comparatively low property tax rate with the cost of public safety included. Mayor Walker gave examples of increased vehicle and equipment costs, and said every department was asked to cut their budget by 5% for FY2027. He emphasized the need for the budget to cover the true cost of public safety, and said even with the proposed 25% property tax increase, the City would still need to take \$3.6 million from fund balance to cover

operations. Mayor Walker explained that in Utah, cities could not receive more property tax income without going through the Truth in Taxation process, despite increased property values. He said he appreciated the time the Council had spent on the budget.

Councilmember F. Lowry commented that without the three additional firefighter positions included in the FY2027 Budget, the City's ISO Fire Rating would change, which would possibly result in an increase in resident homeowner insurance costs.

A roll call vote was taken. The motion passed unanimously.

	Yes	No	Absent Excused
Councilmember Green			
Councilmember Johnson	X		
Councilmember T. Lowery	X		
Councilmember F. Lowry	X		
Councilmember Dahlin	X		

7. **Recess to a Draper City Community Reinvestment Agency Meeting**
Councilmember T. Lowery moved to adjourn to a Community Reinvestment Agency Meeting. Councilmember Dahlin seconded the motion.

The Council convened as the Community Reinvestment Agency Board at 8:30 pm.

The Council returned to regular Council meeting at 8:35 pm.

Council/Manager Reports

Councilmember Johnson spoke of America250 events, and asked for help reaching out to the County for permission to use a County facility for a neighborhood potluck. Ms. Jastremsky said she would reach out to the County and get back to Councilmember Johnson.

8. **Adjournment**
Councilmember T. Lowery moved to adjourn the meeting. Councilmember Johnson seconded the motion, which passed by unanimous voice vote (4-0).

The meeting adjourned at 8:40 pm.

**MINUTES OF THE DRAPER CITY COUNCIL MEETING HELD ON TUESDAY, JUNE 9, 2026,
IN THE DRAPER CITY COUNCIL CHAMBERS, 1020 EAST PIONEER ROAD, DRAPER,
UTAH**

PRESENT: Mayor Troy K. Walker, and Councilmembers Kathryn Dahlin, Mike Green, Bryn Heather Johnson, Tasha Lowery, and Fred Lowry

EXCUSED:

STAFF: Mike Barker, City Manager; Kellie Challburg, Assistant City Manager; Scott Cooley, City Engineer and Public Works Director; Spencer DuShane, Assistant City Attorney; Rich Ferguson, Chief of Police; Traci Gundersen, City Attorney; Jennifer Jastremsky, Community Development Director; Rhett Ogden, Parks and Recreation Director; Alex Getts, Communications Specialist; Nicole Smedley, City Recorder; Clint Smith, Fire Chief; Jake Sorensen, Network Manager; and John Vuyk, Finance Director

Study Session

Salt Lake County Presentation on County Budget, Services and Key Priorities

Suzanne Harrison, Salt Lake County Councilmember (At-Large B), and Dea Theodore, Salt Lake County Councilmember (District 6), gave a presentation about the County's role, including: Criminal Justice/Public Safety, Elections, Health Department, Aging & Adult Services, Behavioral Health, Culture & Arts, Conventions & Tourism, Regional Parks & Recreation, Library Services, and Property Tax Administration.

Councilmember Harrison presented information about the County budget and taxes. Councilmember Theodore addressed jails, mental health, and the jail reentry program. Responding to a question from the City Council, Councilmember Harrison stated it would cost taxpayers more if the County split into two counties. She reiterated that the goal of the County Council was fiscal responsibility.

Closed Meeting

Councilmember Green made a motion to temporarily recess the Council meeting to go into closed meeting for the following purposes: strategy sessions to discuss pending or reasonably imminent litigation and discuss the

purchase, exchange, or lease of real property, or to discuss a proposed development agreement, project proposal, or financing proposal related to the development of land owned by the City pursuant to the provisions of Section §52-4-205(1) of the Open and Public Meetings Law. Councilmember F. Lowry seconded the motion.

A roll call vote was taken. The motion passed unanimously.

	Yes	No	Absent
Councilmember Green	X		
Councilmember Johnson	X		
Councilmember T. Lowery	X		
Councilmember F. Lowry	X		
Councilmember Dahlin	X		

The closed meeting convened in the Administration Conference Room at 6:04 pm. Those present: Mayor Troy K. Walker; Councilmembers Kathryn Dahlin, Bryn Heather Johnson, Tasha Lowery, Mike Green, and Fred Lowry; Mike Barker, City Manager; Kellie Challburg, Assistant City Manager; Traci Gundersen, City Attorney; Spencer DuShane, Assistant City Attorney; and Nicole Smedley, City Recorder.

Councilmember Johnson motioned to return to open meeting at 6:35 pm. Councilmember T. Lowery seconded the motion.

A roll call vote was taken. The motion passed unanimously.

	Yes	No	Absent
Councilmember Green	X		
Councilmember Johnson	X		
Councilmember T. Lowery	X		
Councilmember F. Lowry	X		
Councilmember Dahlin	X		

Study Session Reconvened

Discussion: Draper Days

Parks and Recreation Director Rhett Ogden gave an update on 2026 Draper Days entertainment. David Wilks presented a new layout for Draper Days to increase capacity. Mr. Wilks emphasized that no candy or other items would be thrown from floats during the parade, but walkers would distribute candy

to attendees. The Council expressed appreciation to Mr. Wilks for his preparation of Draper Days.

Report: Parks CIP Update

This item was not held due to time limitations.

Report: Major Roads CIP Update

This item was not held due to time limitations.

Council/Manager Reports (moved to end of Business Session)

Business Session

1. **Call to Order by Mayor Troy K. Walker**

Mayor Walker recognized the return of Councilmember Green from active duty.

2. **Pledge of Allegiance led by Deputy Fire Chief Steven Pearson**

3. **Recognition**

Councilmember Dahlin introduced Tina Mercer, and recognized her for outstanding work with the Draper Girls Softball Program. Councilmember Dahlin presented Ms. Mercer with a certificate.

4. **Oath of Office**

City Recorder Nicole Smedley administered the Oath of Office to newly promoted Battalion Chief Brian Garn, Captain Justin South, Captain Jacob Martin, and Engineer Cole Caldwell.

5. **Public Comments**

Mayor Walker opened the public comment period.

Kathleen Keller, Draper resident, said she presented a petition to the Council in 2024 regarding a Russian thistle problem in her neighborhood. She reported that the City acted quickly, and the problem was solved. In addition, the City made further improvements in the area. Mr. Keller expressed the gratitude of her neighborhood.

Michael Susman, homeless, said he had been falsely arrested, and his personal property, including prescription medications, had not been returned to him.

6. Items for Council Consideration

6.a Public Hearing: Ordinance #1718 amending the Official Zoning Map of Draper City for approximately 0.33 acres of property from RA1 (Residential Agricultural) to R3 (Single-Family Residential), located at approximately 12738 S. 300 E. known as the Nielsen Zoning Map Amendment

Planning Manager Todd Draper presented a rezone request for property located at 12738 South 300 East. He said the property was currently nonconforming, and the rezone would bring the property into compliance.

Mayor Walker opened a public hearing, and closed the public hearing seeing no one come forward.

Councilmember Green motioned to approve Ordinance #1718. Councilmember Johnson seconded the motion.

A roll call vote was taken. The motion passed unanimously.

	Yes	No	Absent
Councilmember Green	X		
Councilmember Johnson	X		
Councilmember T. Lowery	X		
Councilmember F. Lowry	X		
Councilmember Dahlin	X		

6.b Public Hearing: Ordinances #1719 and #1720 amending a Master Area Plan and the text of the Land Use and Development Code of Draper City Municipal Code Section 9-14-110, Exhibit 9-14-1, regarding the Veranda West Master Area Plan located at approximately 13708 South 600 West

Planner Todd Taylor said the subject property was designated and zoned Transit Station District. He stated that the applicant proposed changes in uses, including an increase in residential units by 32 units and commercial acreage by 1.16 acres, with office use removed from the concept plan, a surf park added (8.8 acres), and open space reduced by 4.4 acres. Mr. Taylor showed proposed circulation and open space plans, as well as concept elevations. He said the Planning Commission reviewed the proposal, approved the Conditional Use Permit, and forwarded a positive recommendation on the

Master Area Plan and Zoning Text Amendments with a vote of 4-1. Mr. Taylor said the Planning Commissioner with the dissenting vote expressed concern about development of a surf park in current drought conditions.

Responding to a question from Councilmember Johnson, Mr. Taylor said the Fire Marshal had indicated confidence that initial fire and safety concerns with the site could be worked out.

Daxton Sheppard, applicant, said he represented a conglomerate development group. He presented a conceptual site plan, and said he did not believe the surf club was included in the open space calculation. He stated that, once approved and built, the surf club would be the official training center for the USA Surf Team. The surf club would include the most sustainable surf pool on the market, and would use fewer gallons of water per year than a high-density residential, commercial, or data center project that could be developed on the same size property. Mr. Sheppard said a traffic study was submitted with the application, and said the developer would fund a new signal at Hyde Way/600 West, and a southbound deceleration lane at the project entrance. He said the project would generate many jobs, and was estimated to have an economic impact of \$20-\$30 million annually.

Councilmember Johnson asked about the safety issues raised by the Fire Department. Mr. Sheppard explained access points. Mason Chavez, architect, said the conceptual site plan had been redesigned to provide multiple points of access, and said the Fire Marshal would review access and evacuation plans as part of the site plan review process.

Councilmember Johnson asked about light and noise. Mr. Shepard said the development would adhere to City quiet hours. He said the surf pool would cease operating at 10:00 pm, but it would take a little more time for people to close up and leave the site in the evenings. Responding to a question from Councilmember F. Lowry, Mr. Sheppard said the second floor of the surf club building would have event space, and said the site would have adequate parking for events.

Councilmember F. Lowry asked about funding for street improvements. Adam Langford with Wasatch Residential Group said any improvements to 600 West would be done with development of the project. Ms. Jastremsky said street improvements should be included in the Master Area Plan. She said she had

not seen the traffic impact study, and it was not known at that time when the traffic signal would be needed. Councilmember Green said the question before the Council that evening was whether the proposal was a compatible use. Responding to a question from Mayor Walker, Mr. Sheppard said the surf pool would be able to make an eight-foot wave.

Mayor Walker opened a public hearing, and closed the public hearing seeing no one come forward.

Councilmember F. Lowry motioned to approve Ordinance #1719 and #1720. Councilmember T. Lowery seconded the motion.

Responding to a question from Councilmember T. Lowery, Fire Chief Clint Smith said the initial concerns about emergency access had been mitigated with the reworking of the site plan. Councilmember F. Lowry expressed the opinion that the proposed project would be a great addition to the City if followed through as presented.

A roll call vote was taken. The motion passed unanimously.

	Yes	No	Absent
Councilmember Green	X		
Councilmember Johnson	X		
Councilmember T. Lowery	X		
Councilmember F. Lowry	X		
Councilmember Dahlin	X		

6.c Public Hearing: Ordinances #1724 and #1725 amending the official Land Use Map of Draper City and an ordinance amending the official Zoning Map of Draper City for approximately 0.31 acres located on the southeastern boundary of the City at approximately 16377 S. Suncrest Drive, known as City initiated Draper Highland Boundary Adjustment #2

Todd Draper explained the proposed boundary adjustment with Highland would bring approximately 0.31 acres into Draper City. He said the Planning Commission reviewed and forwarded a unanimous positive recommendation for both the Land Use Map and Zoning Map changes.

Mayor Walker opened a public hearing, and closed the public hearing seeing no one come forward.

Councilmember T. Lowery motioned to approve Ordinance #1718. Councilmember Johnson seconded the motion.

A roll call vote was taken. The motion passed unanimously.

	Yes	No	Absent
Councilmember Green	X		
Councilmember Johnson	X		
Councilmember T. Lowery	X		
Councilmember F. Lowry	X		
Councilmember Dahlin	X		

- 6.d Public Hearing: Ordinance #1721 an ordinance of the Draper City Council adopting text amendments to portions of Titles 6 and 9 of the Draper City Municipal Code to require short-term rentals to be licensed, permitted, and to add associated standards

Item continued to a date uncertain.

7. Disclosure and Action Items

- 7.a The Budget Officer intends to State that the Fiscal Year 2026-27 Tentative Budget includes a proposed property tax rate increase

- 7.b Statement of Budget Officer that the Fiscal Year 2026-27 Tentative Budget includes a proposed property tax rate increase

As Budget Officer, Mayor Walker stated the FY2027 Tentative Budget included a proposed property tax rate increase. (1:45:00) Finance Director John Vuyk read aloud the following statement: "Draper City is considering levying a tax rate that exceeds the City's certified tax rate. The proposed tax rate is estimated to increase the current tax rate from .000936 to .001170. The proposed tax rate increase would generate approximately \$2,696,000 of additional ad valorem tax revenue to be used to pay for operational and compensation costs. The proposed tax rate increase would increase the City's ad valorem tax revenue by approximately 25%. If the City proceeds with the proposed tax rate increase, the City will provide notice of and conduct a public hearing, as required by Utah Code Section 59-2-919(4)(c)."

- 7.c Presentation: Property Tax Impact Schedule

(1:48:12) Finance Director John Vuyk presented a Proposed Property Tax Impact Schedule, and said with the proposed property tax increase, Draper would reduce reliance on fund balance to meet the ongoing operational needs of the City. He stated that the City would fund three new firefighter positions,

reducing reliance on overtime to meet minimum staffing levels and reducing firefighter fatigue, and the City would have the necessary funding to continue annual playground replacements at the recommended level in order to maintain compliance with risk and insurance mandates.

7.d Action Item: Resolution #26-28 adopting the Fiscal Year 2026- 2027 Interim Budget for the City of Draper, including the staffing document and compensation schedules

Mr. Vuyk presented proposed changes to the FY2027 Tentative Budget adopted by the Council on May 19, 2026, and recommended adoption as the FY2027 Interim Budget.

Councilmember Johnson motioned to approve Resolution #26-28. Councilmember Green seconded the motion.

A roll call vote was taken. The motion passed unanimously.

	Yes	No	Absent
Councilmember Green	X		
Councilmember Johnson	X		
Councilmember T. Lowery	X		
Councilmember F. Lowry	X		
Councilmember Dahlin	X		

7.e Action Item: Resolution #26-29 amending the Consolidated Fee Schedule for Draper City

Mr. Vuyk presented proposed changes to the Consolidated Fee Schedule, including addition of Accessory Dwelling Unit Permit fees, and changes to the water rate.

Councilmember Green motioned to adopt Resolution #26-29. Councilmember T. Lowery seconded the motion.

A roll call vote was taken. The motion passed unanimously.

	Yes	No	Absent
Councilmember Green	X		
Councilmember Johnson	X		
Councilmember T. Lowery	X		
Councilmember F. Lowry	X		
Councilmember Dahlin	X		

7.f Action Item: Resolution #26-30 notifying the Utah Retirement System (URS) of the City's intent to pick up Public Safety and Firefighter contributions

Finance Director John Vuyk said the State Legislature amended contribution limits for employees in the Tier 2 Firefighter and Public Safety URS systems because cities needed to have the ability to recruit and maintain quality public safety employees. He stated that the change required the City to make notification of intent to pick up the amounts in excess of the prior year. Mr. Vuyk said the proposed increase from 4.73 to 5.98 was included in the FY2027 Budget.

Councilmember Johnson motioned to adopt Resolution #26-30. Councilmember F. Lowry seconded the motion.

A roll call vote was taken. The motion passed unanimously.

	Yes	No	Absent
Councilmember Green	X		
Councilmember Johnson	X		
Councilmember T. Lowery	X		
Councilmember F. Lowry	X		
Councilmember Dahlin	X		

7.g Action Item: Resolution #26-31 acting as the governing body of the Traverse Ridge Special Service District (TRSSD) adopting and certifying a tax rate for the 2027 taxable year

Mr. Vuyk said Draper would not receive the certified tax rate from the County until June 13, 2026. He said the proposed resolution would be signed by the Mayor after the County provided the certified tax rate.

Councilmember Dahlin motioned to adopt Resolution #26-31. Councilmember Johnson seconded the motion.

A roll call vote was taken. The motion passed unanimously.

	Yes	No	Absent
Councilmember Green	X		
Councilmember Johnson	X		
Councilmember T. Lowery	X		
Councilmember F. Lowry	X		
Councilmember Dahlin	X		

7.h Action Item: Resolution #26-32 adopting the Fraud Risk Assessment for the City of Draper

Mr. Vuyk said Draper City completed a Fraud Risk Assessment annually to determine where the City was exposed for fraudulent activity. Mr. Vuyk said the City received a score of 355 out of 395, which put the City risk level in the very low category.

Councilmember Johnson motioned to adopt Resolution #26-32. Councilmember Dahlin seconded the motion.

A roll call vote was taken. The motion passed unanimously.

	Yes	No	Absent
Councilmember Green	X		
Councilmember Johnson	X		
Councilmember T. Lowery	X		
Councilmember F. Lowry	X		
Councilmember Dahlin	X		

7.i Action Item: Ordinance #1722 adopting the Compensation Schedule for statutory employees

Mr. Vuyk presented a Compensation Schedule for statutory employees (City Recorder and City Treasurer) for FY2027.

Councilmember Green motioned to approve Ordinance #1722. Councilmember T. Lowery seconded the motion.

A roll call vote was taken. The motion passed unanimously.

	Yes	No	Absent
Councilmember Green	X		
Councilmember Johnson	X		
Councilmember T. Lowery	X		
Councilmember F. Lowry	X		
Councilmember Dahlin	X		

7.j Action Items: Ordinance #1723 adopting updated water rates for culinary water customers serviced by Draper City

Mr. Vuyk said the FY2027 Budget included a proposed 4.5% increase to the City's variable water rates in residential and commercial zones.

Councilmember Johnson motioned to approve Ordinance #1723. Councilmember T. Lowery seconded the motion.

A roll call vote was taken. The motion passed unanimously.

	Yes	No	Absent
Councilmember Green	X		
Councilmember Johnson	X		
Councilmember T. Lowery	X		
Councilmember F. Lowry	X		
Councilmember Dahlin	X		

8. Adjourn to Community Reinvestment Agency Meeting

Councilmember Green moved to adjourn to a Community Reinvestment Agency meeting. Councilmember Dahlin seconded the motion, which passed by unanimous voice vote (5-0).

The Council convened as the Community Reinvestment Agency Board at 8:28 pm.

The Council returned to regular meeting at 8:30 pm.

Council/Manager Reports (continued from Study Session)

- Councilmember Johnson commented that an updated Council photograph was needed.
- Councilmember Johnson suggested incorporating on the City website the ability for members of the public to recognize City employees for excellence. Councilmember Green expressed support as long as recognition was coming from the Council as a whole, and not just one Councilmember. The Council discussed procedure for recognitions.
- Staff reminded the Council of the Fire Department banquet on June 10.

9. Adjournment

Councilmember Green moved to adjourn the meeting. Councilmember Johnson seconded the motion.

The meeting adjourned at 8:35 pm.

MEMO



To: City Council

From:

Date: 2026-07-07

Re: Approve Resolution #26-34

Comments:

ATTACHMENTS:

[Resolution 26-34 - TRSSD FY2027 Certified Tax Rate.pdf](#)

RESOLUTION NO. 26-34

A RESOLUTION OF THE DRAPER CITY COUNCIL ACTING AS THE GOVERNING BODY OF THE TRAVERSE RIDGE SPECIAL SERVICE DISTRICT CERTIFYING A TAX RATE FOR THE 2027 TAXABLE YEAR.

WHEREAS, the Draper City Council ("Council") acted as the Governing Body for the purpose of creating the Traverse Ridge Special Service District ("District") as a Special Service District in accordance with the Utah Special Service District §17D-1-101 et seq. Utah Annotated, 1953 (the "Act"); and

WHEREAS, the Council created the Administrative Control Board in accordance with the provisions of §17D-1-101 of the Act and delegated to the Administrative Control Board the power to act as the governing authority of the District; and

WHEREAS, the Council cannot lawfully delegate to the Administrative Control Board the power to levy a tax on the property within the District and the Council retains the power and duty to levy a tax on the taxable property within the District; and

WHEREAS, the Administrative Control Board desires to have the Council, as the Governing Body of the District, establish a certified tax rate for the 2026 taxable year at a rate of 0.000662 per dollar of the taxable value on all taxable property within the District for the purpose of funding operating expenses and capital improvements; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH AS FOLLOWS:

Section 1. The following Equalized Property Tax Rate is established for the Traverse Ridge Special Service District for tax year 2027 and is hereby adopted:

Salt Lake County
0.000648

Utah County
0.000648

Section 2. Severability. If any section, part, or provision of this Resolution is held invalid, or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts, and provisions of this Resolution shall be severable.

Section 3. Effective Date. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, ON THE 7th DAY OF JULY, 2026.

DRAPER CITY

Mayor Troy K. Walker

ATTEST:

Nicole Smedley, City Recorder

VOTE TAKEN:	YES	NO	ABSENT
Councilmember Dahlin	_____	_____	_____
Councilmember Johnson	_____	_____	_____
Councilmember T. Lowery	_____	_____	_____
Councilmember F. Lowry	_____	_____	_____
Councilmember Green	_____	_____	_____
Mayor Walker	_____	_____	_____

MEMO



To: City Council
From: Todd Taylor
Date: 2026-07-07
Re: Public Hearing: Ordinance #1726

Comments:

This application is a request for approval of Text Amendments for the purpose of amending portions of DCMC Titles 9 and 17 to clarify the definition of corner lots and how it is applied to certain properties.

The Planning Commission reviewed this item at their June 25, 2026 meeting and forwarded a positive recommendation with a vote of 3-0.

Findings for Approval:

1. The proposed amendment is consistent with goals, objectives and policies of the City's General Plan;
2. The proposed amendment is appropriate given the context of the request and there is sufficient justification for a modification to the development codes;
3. The proposed amendment will not create a conflict with any other section or part of the development codes or the General Plan;
4. The potential effects of the proposed amendment have been evaluated and are determined not to be detrimental to public health, safety, or welfare and represents an overall community benefit; and
5. The proposed text amendment implements best current, professional practices of urban planning, design, and engineering.

Findings for Denial:

1. The proposed amendment is not consistent with goals, objectives and policies of the City's General Plan;
2. The proposed amendment is not appropriate given the context of the request and there is not sufficient justification for a modification to the development codes;
3. The proposed amendment could create a conflict with another section or part of the development codes or the General Plan; and
4. The potential effects of the proposed amendment have been determined to be detrimental to public health, safety, or welfare or do not represent an overall community benefit.
5. The proposed text amendment is not consistent with best current, professional practices of urban planning, design, or engineering.

ATTACHMENTS:

[Ordinance No. 1726.pdf](#)

ATTACHMENTS:

[City Initiated Corner Lots TA Staff Report_Finalized.pdf](#)

ORDINANCE NO. 1726

AN ORDINANCE OF DRAPER CITY AMENDING THE TEXT OF TITLES 9 AND 17 OF THE DRAPER CITY MUNICIPAL CODE RELATED TO CORNER LOTS.

WHEREAS, Utah State law grants to Draper City the authority to regulate uses of property by enacting land use regulations, among other methods; and

WHEREAS, it is necessary from time to time to amend certain terms of the Draper City Municipal Code to address provisions that become diminished in appropriateness, applicability, or clarity; and

WHEREAS, the City Council of Draper City finds good cause to amend the terms and provisions of the Draper City Municipal Code regarding corner lots; and

WHEREAS, pursuant to Utah Code Section 10-3-702.1, the City Council has considered the impact this ordinance may have on family health, stability, and formation; and

WHEREAS, notice has been issued according to the requirements of the Utah Code and Draper City Municipal Code for public hearings before the Planning Commission and City Council to receive public input regarding the revision of the revision of portions of the Draper City Municipal Code; and

WHEREAS, the Planning Commission and City Council have each held a public hearing to receive public input regarding the revision of portions of the Draper City Municipal Code.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, AS FOLLOWS:

Section 1. Findings. The City Council of Draper City has made the following findings that the proposed text amendments to Titles 9 and 17 of the Draper City Municipal Code: 1) The proposed amendment is consistent with goals, objectives and policies of the City's General Plan; 2) The proposed amendment is appropriate given the context of the request and there is sufficient justification for a modification to the development codes; 3) The proposed amendment will not create a conflict with any other section or part of the development codes or the General Plan; 4) The potential effects of the proposed amendment have been evaluated and are determined not to be detrimental to public health, safety, or welfare and represents an overall community benefit; and 5) The proposed text amendment implements best current, professional practices of urban planning, design, and engineering practices.

Section 2. Amendment. Sections 9-3-040, 9-27-140, and 9-27-150 of the Land Use and Development Code, and Sections 17-1-040 of the Land Development Code of the Draper City Municipal Code are hereby revised to read as set forth in Exhibit A.

Section 3. Correction of Editing Errors. The City Attorney is authorized to correct any punctuation, spelling, formatting, clerical, or de minimis errors in Exhibit A prior to submitting the ordinance for publishing.

Section 4. Severability. If any section, part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance, and all sections, parts and provisions of this Ordinance shall be severable.

Section 5. Effective Date. This Ordinance shall become effective immediately upon publication or posting, or 30 days after final passage, whichever is closer to the date of final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, ON THE 7th DAY OF JULY, 2026.

DRAPER CITY

Mayor Troy K. Walker

ATTEST:

Nicole Smedley, City Recorder

VOTE TAKEN:	YES	NO	ABSENT
Councilmember Green	___	___	___
Councilmember Johnson	___	___	___
Councilmember T. Lowery	___	___	___
Councilmember F. Lowry	___	___	___
Councilmember Dahlin	___	___	___
Mayor Walker	___	___	___

EXHIBIT A

9-3-040: DEFINITIONS:

As used in this title, the words and phrases defined in this section shall have the following meanings unless the context clearly indicates otherwise:

...

LOT, CORNER: A lot or parcel abutting two (2) or more intersecting or intercepting streets where the interior angle of intersection or interception does not exceed one hundred thirty five degrees (135°). Corner lots shall have ~~two (2)~~ front yards adjacent to each abutting street and ~~two (2)~~ rear yards along the other lot lines. Where a lot or parcel is expressly prohibited either by plat or other recorded instrument from access to or across an abutting private street, the private street shall not be considered as abutting for the purpose of this definition and the application of setbacks.

...

PUBLIC RIGHT-OF-WAY: Any road, street, alley, lane, court, place, viaduct, tunnel, culvert or bridge laid out or erected as such by the public, or dedicated or abandoned to the public, or made such in any action by the subdivision of real property, and includes the entire area within the right-of-way.

...

SETBACK: The shortest distance on a lot or parcel between a building and a property line or, where adjacent to a public street, a designated right-of-way line as shown on the master traffic and transportation plan. For a lot or parcel ~~on~~ abutting a private right of way or encompassing an access easement ~~for another lot or parcel~~, the setback shall be the shortest distance on a lot or parcel between a building and the private right of way line or access easement boundary closest to the building.

...

~~STREET: A public or private right of way, including avenues, highways, boulevards, parkways, roads, lanes, walks, alleys, viaducts, subways, tunnels, bridges, public easements, and other ways, that provides access to adjoining property. The street definitions set forth in section 17-1-040 of this code shall apply to this title.~~

...

STREET, PRIVATE: A right-of-way that has been reserved by dedication unto the subdivider, property owners, or homeowners' association to be used as a private

access to serve property and complying with the adopted street cross section standards of the City. All private streets shall be approved by the City and maintained by the subdivider or other private entity.

...

STREET, PUBLIC: A right-of-way that has been dedicated to the City and accepted by the City Council, or that the City has acquired by deed or by dedication, or a thoroughfare that has been made public by use and affords access to abutting property, including highways, roads, lanes, avenues and boulevards.

...

9-27-140: LOTS AND YARDS:

...

G. Setback Measurement: The depth of a required yard abutting a street shall be measured from the lot or parcel line, except as set forth below:

1. Minimum Front Yard Requirement For New Construction: In blocks where more than fifty percent (50%) of the buildable lots or parcels have main buildings which do not meet the current minimum front yard setbacks of this title, the minimum front yard requirement for new construction ~~shall be equal~~ may be reduced to the average existing front yard ~~size on setback of all main buildings along the block face.~~ In no case shall a front yard of more than thirty feet (30') be required.

...

3. Minor Collector Additional Setback: For any main building ~~on a lot or parcel, the minimum front yard, side yard or rear yard setback from any~~ abutting an existing or proposed minor collector street ~~rights of way~~ as shown on the most recently amended version of the city's official street map, ~~except those in subsection G4 of this section,~~ the minimum setback distance otherwise prescribed by this title between the right-of-way and the building shall be increased by an additional ten feet (10')~~;~~.
4. Exceptions To Minor Collector Setbacks: The increased ~~Exceptions, for which the standard front, rear and side yard~~ setbacks specified in Section 9-27-140(G)(3) of this title shall not ~~apply to the following street sections:~~

125 East between 13800 South and the Draper Irrigation Canal;

150 East north of 12300 South;

12150 South between State Street and 300 East;

12200 South between Draper Parkway and 2000 East;
12450 South between Minuteman Drive and 300 East;
13400 South between 300 East and Fort Street;
14000 South between Minuteman Drive and 125 East;
Stokes Avenue;
Golden Pheasant Drive;
Willow Springs Lane/Walden Lane between 300 East and 1300 East.

5. Private Right-Of-Way Or Access Easement: For a lot or parcel abutting on a private right-of-way or encompassing an access easement ~~for another lot or parcel~~, the minimum setback shall be the shortest distance ~~on a lot~~ between a building and the private right of way line or access easement boundary closest to the building.

...

9-27-150: PRIVATE RIGHTS-OF-WAY:

...

- I. Setbacks: Minimum setback requirements shall be as specified in Section 9-27-140(G)(5) of this chapter ~~apply to all buildings fronting, siding or rearing on any private right of way and shall be measured from the boundary of the private right of way nearest the building and its extension through the applicable lot. This requirement shall not apply to lots abutting private right of way.~~

...

17-1-040: DEFINITIONS:

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

...

PUBLIC RIGHT OF WAY: See definition of public right-of-way found in section 9-3-040 of this code ~~Any road, street, alley, lane, court, place, viaduct, tunnel, culvert or bridge laid out or erected as such by the public, or dedicated or abandoned to the public, or made such in any action by the subdivision of real property, and includes the entire area within the right of way.~~

...

STREET, PRIVATE: [See definition of street, private found in section 9-3-040 of this code](#) ~~A right-of-way which has been reserved by dedication unto the subdivider, lot owners, or homeowners' association to be used as a private access to serve property and complying with the adopted street cross section standards of the City. All private streets shall be approved by the City and maintained by the subdivider or other private entity.~~

STREET, PUBLIC: [See definition of street, public found in section 9-3-040 of this code](#) ~~A right-of-way which has been dedicated to the City and accepted by the City Council, or which the City has acquired by prescriptive right, deed or by dedication, or a thoroughfare which has been made public by use and which affords access to abutting property, including highways, roads, lanes, avenues and boulevards.~~

...



Development Review Committee

1020 East Pioneer Road

Draper, UT 84020

June 11, 2026

To: Draper City Planning Commission
Business Date: June 25, 2026

From: Development Review Committee

Prepared By: Todd Taylor, Planner III
Planning Division
Community Development Department
801-576-6510, todd.taylor@draperutah.gov

Re: City Initiated Corner Lots – Text Amendment Request

Application No.: 2026-0145-TA

Applicant: Draper City

Project Location: City Wide

Current Zoning: City Wide

Acreage: City Wide

Request: Request for approval of text amendments to Titles 9 and 17 of the Draper City Municipal Code (DCMC) in order to clarify the definition of corner lots and how it is applied to certain properties.

BACKGROUND AND SUMMARY

This application is a request for approval of Text Amendments for the purpose of amending portions of DCMC Titles 9 and 17 to clarify the definition of corner lots and how it is applied to certain properties.

City staff was recently made aware that certain text being relied on in DCMC Section 9-27-150(I) is unclear and needs to be revised. Specifically, the unclear text is related to determining the type (i.e. corner or interior) and the setbacks of properties that are abutting private roads, but which have no access to those private roads. Previously these properties would be determined to be interior lots. However, since the text is unclear, these properties are now being determined to be corner lots. Interior lots typically have one (1) front, two (2) side, and one (1) rear yards and setbacks. Corner lots typically have two (2) front and two (2)



rear yards and setbacks. The ordinance changes proposed by this request will allow staff to determine these properties to be interior lots, as had been done previously.

ANALYSIS

The modifications being proposed to the DCMC are listed and reviewed by section in the report below. The legislative copy of the changes can be found in Exhibit B of this report. Additions to the text are indicated in blue, deletions in red, and unchanged text in black.

Text Amendments.

DCMC Section 9-3-040: Definitions: This section lists definitions that are used throughout Title 9, Land Use and Development Regulations. The proposed text adds an exemption to the definition of *corner lot* so that it excludes properties which are abutting a private street but are prohibited from access to the private street. It clarifies the definition of *setback*, deletes the definition of *street*, and adds the definitions from Title 17 for *public right-of-way*, *private street*, and *public street*.

DCMC Section 9-27-140: Lots and Yards: This section describes specific situations where setbacks would be measured differently than normal. The text in this section has been revised to read more clearly, but no changes to the standards are proposed.

DCMC Section 9-27-150: Private Rights-of-Way: This section describes how setbacks are measured along private rights-of-way. This is the section that contained the unclear text. The proposed text now references DCMC Section 9-27-140(G)(5) where the standards for measuring setbacks have already been addressed.

DCMC Section 17-1-040: Definitions: This section lists definitions that are used throughout Title 17, Land Development. Since the proposed text moved the definitions of *public right-of-way*, *private street*, and *public street* to Title 9, cross references have been added.

Criteria For Approval.

A Text Amendment is a matter committed to the legislative discretion of the City Council and is not controlled by any one standard. However, in making a recommendation to the City Council, the Planning Commission should consider the following factors in DCMC Section 9-5-060(E)(2):

2. Text Amendments:

- a. Whether the proposed amendment is consistent with goals, objectives and policies of the city's general plan;*

- b. Whether a proposed amendment furthers the specific purpose statements of the zoning ordinance;*
- c. Whether the proposed amendment is appropriate given the context of the request and there is sufficient justification for a modification to the zoning ordinance;*
- d. The proposed amendment will not create a conflict with any other section or part of this title or the general plan;*
- e. Whether the potential effects of the proposed amendment have been evaluated and determined not to be detrimental to public health, safety, or welfare and represents an overall community benefit; and*
- f. The extent to which a proposed text amendment implements best current, professional practices of urban planning, design, and engineering practices*

REVIEWS

Planning Division Review. The Draper City Planning Division has completed their review of the Text Amendment submission. Comments from this division, if any, can be found in Exhibit A.

Engineering and Public Works Divisions Review. The Draper City Engineering and Public Works Divisions have completed their reviews of the Text Amendment submission. Comments from these divisions, if any, can be found in Exhibit A.

Fire Division Review. The Draper City Fire Marshal has completed his review of the Text Amendment submission. Comments from this division, if any, can be found in Exhibit A.

Legal Division Review. The Draper City Attorney has completed his review of the Text Amendment submission. Comments from this division, if any, can be found in Exhibit A.

Noticing. Notice has been properly issued in the manner outlined in the City and State Codes.

STAFF RECOMMENDATION

Staff recommends that the Planning Commission review the request, receive public comment, and make a recommendation to the City Council based on the findings listed below and the criteria for approval, or denial, as listed within the staff report.

MODEL MOTIONS

Sample Motion for Positive Recommendation – I move that we forward a positive

recommendation to the City Council for the City Initiated Corner Lots Text Amendment, as requested by Draper City, Application No. 2026-0145-TA, based on the following findings and the criteria for approval as listed in the Staff Report dated June 11, 2026.

Findings for Approval:

1. The proposed amendment is consistent with goals, objectives and policies of the City's General Plan;
2. The proposed amendment is appropriate given the context of the request and there is sufficient justification for a modification to the development codes;
3. The proposed amendment will not create a conflict with any other section or part of the development codes or the General Plan;
4. The potential effects of the proposed amendment have been evaluated and are determined not to be detrimental to public health, safety, or welfare and represents an overall community benefit; and
5. The proposed text amendment implements best current, professional practices of urban planning, design, and engineering.

Sample Motion for Modified Positive Recommendation – I move that we forward a positive recommendation to the City Council for the City Initiated Corner Lots Text Amendment, as requested by Draper City, Application No. 2026-0145-TA, based on the findings and criteria for approval listed in the Staff Report dated June 11, 2026, and as modified by the following additional recommended modifications or findings:

1. (List any additional modifications or findings...)

Sample Motion for Negative Recommendation – I move that we forward a negative recommendation to the City Council for the City Initiated Corner Lots Text Amendment, as requested by Draper City, Application No. 2026-0145-TA, based on the following findings and the criteria for denial as listed in the Staff Report dated June 11, 2026.

Findings for Denial:

1. The proposed amendment is not consistent with goals, objectives and policies of the City's General Plan;
2. The proposed amendment is not appropriate given the context of the request and there is not sufficient justification for a modification to the development codes;
3. The proposed amendment could create a conflict with another section or part of the development codes or the General Plan; and
4. The potential effects of the proposed amendment have been determined to be detrimental to public health, safety, or welfare or do not represent an overall community benefit.

5. The proposed text amendment is not consistent with best current, professional practices of urban planning, design, or engineering.

DEVELOPMENT REVIEW COMMITTEE ACKNOWLEDGEMENT

We, the undersigned, as duly appointed members of the Draper City Development Review Committee, do acknowledge that the application which provides the subject for this staff report has been reviewed by the Committee and has been found to be appropriate for review by the Draper City Planning Commission and/or City Council.

Brien Maxfield

Digitally signed by Brien Maxfield
DN: C=US, E=brien.maxfield@draperutah.gov,
O=Draper, OU=Public Works - Engineering,
CN=Brien Maxfield
Date: 2026.06.16 16:10:22-06'00'

Draper City Public Works Department

Todd Draper

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DN: C=US,
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O=Draper City Community
Development Department,
OU=Planning and Zoning,
CN=Todd Draper
Date: 2026.06.16 17:35:41-06'00'

Draper City Planning Division

Don Buckley

Digitally signed by Don Buckley
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O=Draper City Fire Department,
OU=Fire Marshal, CN=Don Buckley
Date: 2026.06.16 16:09:52-06'00'

Draper City Fire Department

Draper City Legal Counsel

Matthew Symes

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DN: C=US,
E=matt.symes@draperutah.gov,
O=Draper City Corp., CN=Matthew Symes
Date: 2026.06.16 15:05:41-06'00'

Draper City Building Division

EXHIBIT A DEPARTMENT REVIEWS

REVIEWS ARE NOT MEANT TO BE AN ALL INCLUSIVE LIST OF POSSIBLE COMMENTS OR CONDITIONS.

Planning Division Review.

1. No additional comments received.

Engineering and Public Works Divisions Review.

1. No additional comments received.

Building Division Review.

1. No additional comments received.

Fire Division Review.

1. No additional comments received.

Legal Division Review.

1. No additional comments received.

EXHIBIT B
LEGISLATIVE DRAFT

9-3-040: DEFINITIONS:

As used in this title, the words and phrases defined in this section shall have the following meanings unless the context clearly indicates otherwise:

...

LOT, CORNER: A lot or parcel abutting two (2) or more intersecting or intercepting streets where the interior angle of intersection or interception does not exceed one hundred thirty five degrees (135°). Corner lots shall have ~~two (2)~~ front yards adjacent to each abutting street and ~~two (2)~~ rear yards along the other lot lines. Where a lot or parcel is expressly prohibited either by plat or other recorded instrument from access to or across an abutting private street, the private street shall not be considered as abutting for the purpose of this definition and the application of setbacks.

...

PUBLIC RIGHT-OF-WAY: Any road, street, alley, lane, court, place, viaduct, tunnel, culvert or bridge laid out or erected as such by the public, or dedicated or abandoned to the public, or made such in any action by the subdivision of real property, and includes the entire area within the right-of-way.

...

SETBACK: The shortest distance on a lot or parcel between a building and a property line or, where adjacent to a public street, a designated right-of-way line as shown on the master traffic and transportation plan. For a lot or parcel ~~on abutting~~ a private right of way or encompassing an access easement ~~for another lot or parcel~~, the setback shall be the shortest distance on a lot or parcel between a building and the private right of way line or access easement boundary closest to the building.

...

~~STREET: A public or private right of way, including avenues, highways, boulevards, parkways, roads, lanes, walks, alleys, viaducts, subways, tunnels, bridges, public easements, and other ways, that provides access to adjoining property. The street definitions set forth in section 17-1-040 of this code shall apply to this title.~~

...

STREET, PRIVATE: A right-of-way that has been reserved by dedication unto the subdivider, lot owners, or homeowners' association to be used as a private access to serve property and complying with the adopted street cross section standards of the City. All private streets shall be approved by the City and maintained by the subdivider or other private entity.

...

STREET, PUBLIC: A right-of-way that has been dedicated to the City and accepted by the City Council, or that the City has acquired by deed or by dedication, or a thoroughfare that has been made public by use and affords access to abutting property, including highways, roads, lanes, avenues and boulevards.

...

9-27-140: LOTS AND YARDS:

...

G. Setback Measurement: The depth of a required yard abutting a street shall be measured from the lot or parcel line, except as set forth below:

1. Minimum Front Yard Requirement For New Construction: In blocks where more than fifty percent (50%) of the buildable lots or parcels have main buildings which do not meet the current minimum front yard setbacks of this title, the minimum front yard requirement for new construction ~~shall be equal~~ may be reduced to the average existing front yard ~~size on setback of all main buildings along~~ the block face. ~~In no case shall a front yard of more than thirty feet (30') be required.~~

...

3. Minor Collector Additional Setback: For any main building ~~on a lot or parcel, the minimum front yard, side yard or rear yard setback from any~~ abutting an existing or proposed minor collector street ~~rights-of-way~~ as shown on the most recently amended version of the city's official street map, ~~except those in subsection G4 of this section, the minimum setback distance otherwise prescribed by this title between the right-of-way and the building~~ shall be increased by an additional ten feet (10')~~;~~.
4. Exceptions To Minor Collector Setbacks: The increased ~~Exceptions, for which the standard front, rear and side yard~~ setbacks specified in Section 9-27-140(G)(3) of this title ~~shall not~~ apply to the following street sections:

125 East between 13800 South and the Draper Irrigation Canal;

150 East north of 12300 South;

12150 South between State Street and 300 East;
12200 South between Draper Parkway and 2000 East;
12450 South between Minuteman Drive and 300 East;
13400 South between 300 East and Fort Street;
14000 South between Minuteman Drive and 125 East;
Stokes Avenue;
Golden Pheasant Drive;
Willow Springs Lane/Walden Lane between 300 East and 1300 East.

5. Private Right-Of-Way Or Access Easement: For a lot or parcel abutting on a private right-of-way or encompassing an access easement ~~for another lot or parcel~~, the minimum setback shall be the shortest distance ~~on a lot~~ between a building and the private right of way line or access easement boundary closest to the building.

...

9-27-150: PRIVATE RIGHTS-OF-WAY:

...

- I. Setbacks: Minimum setback requirements shall be as specified in Section 9-27-140(G)(5) of this chapter ~~apply to all buildings fronting, siding or rearing on any private right of way and shall be measured from the boundary of the private right of way nearest the building and its extension through the applicable lot. This requirement shall not apply to lots abutting private right of way.~~

...

17-1-040: DEFINITIONS:

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

...

PUBLIC RIGHT OF WAY: See definition of public right-of-way found in section 9-3-040 of this code ~~Any road, street, alley, lane, court, place, viaduct, tunnel, culvert or bridge laid out or erected as such by the public, or dedicated or abandoned to the~~

~~public, or made such in any action by the subdivision of real property, and includes the entire area within the right of way.~~

...

STREET, PRIVATE: [See definition of street, private found in section 9-3-040 of this code](#) ~~A right-of-way which has been reserved by dedication unto the subdivider, lot owners, or homeowners' association to be used as a private access to serve property and complying with the adopted street cross section standards of the City. All private streets shall be approved by the City and maintained by the subdivider or other private entity.~~

STREET, PUBLIC: [See definition of street, public found in section 9-3-040 of this code](#) ~~A right-of-way which has been dedicated to the City and accepted by the City Council, or which the City has acquired by prescriptive right, deed or by dedication, or a thoroughfare which has been made public by use and which affords access to abutting property, including highways, roads, lanes, avenues and boulevards.~~

...

MEMO



To: City Council
From: Todd Draper, AICP
Date: 2026-07-07
Re: Public Hearing: Ordinance #1727

Comments:

This application is a request by Ellen and Bob Rohr for approval of a Text Amendment to Chapter 9-31 of the Draper City Municipal Code (DCMC) pertaining to Accessory Dwelling Units. The applicant is requesting a Text Amendment be approved to allow for existing detached accessory structures to be converted into Detached Accessory Dwelling Units (D-ADU's). The proposed changes would be applicable citywide.

The Planning Commission at their meeting on June 11, 2026 forwarded a positive recommendation to the City Council regarding the proposed Text Amendment on a unanimous 5-0 vote.

Findings for Approval:

1. The proposed amendment is consistent with goals, objectives and policies of the City's General Plan;
2. The proposed amendment is appropriate given the context of the request and there is sufficient justification for a modification to the development codes;
3. The proposed amendment will not create a conflict with any other section or part of the development codes or the General Plan;
4. The potential effects of the proposed amendment have been evaluated and are determined not to be detrimental to public health, safety, or welfare and represents an overall community benefit; and
5. The proposed text amendment implements best current, professional practices of urban planning, design, and engineering practices.
6. The proposed text amendment brings the text of the DCMC into compliance with State Code.

Findings for Denial:

1. The proposed amendment is not consistent with goals, objectives and policies of the City's General Plan;
2. The proposed amendment is not appropriate given the context of the request and there is not sufficient justification for a modification to the development codes;
3. The proposed amendment could create a conflict with another section or part of the

development codes or the General Plan;

4. The potential effects of the proposed amendment have been determined to be detrimental to public health, safety, or welfare or do not represent an overall community benefit; and
5. The proposed text amendment is not consistent with best current, professional practices of urban planning, design, and engineering practices.

ATTACHMENTS:

[Ordinance #1727.pdf](#)

ATTACHMENTS:

[Rohr ADU Text Amendment Staff Report -Final.pdf](#)

ORDINANCE NO. 1727

AN ORDINANCE OF DRAPER CITY AMENDING THE TEXT OF THE LAND USE AND DEVELOPMENT CODE OF THE DRAPER CITY MUNICIPAL CODE RELATING TO DETACHED ACCESSORY DWELLING UNITS.

WHEREAS, Utah State law grants to Draper City the authority to regulate uses of property by enacting land use regulations, among other methods; and

WHEREAS, Subsection 9-5-060(C) of the Land Use and Development Code allows affected property owners to submit an application to amend the text of the Land Use and Development Code; and

WHEREAS, an application proposing an amendment to the text of Section 9-31-040 of the Land Use and Development Code was submitted by affected Draper City property owners Ellen and Bob Rohr regarding the conversion of existing detached accessory structures into Detached Accessory Dwelling Units; and

WHEREAS, it is necessary from time to time to amend certain terms of the Draper City Municipal Code to address provisions that become diminished in appropriateness, applicability, or clarity; and

WHEREAS, the Land Use and Development Code of the Draper City Municipal Code has been established to provide regulations concerning general developments within the City boundaries; and

WHEREAS, the City Council of Draper City adopted the Land Use and Development Code to provide regulations concerning development activity within the City boundaries; and

WHEREAS, the City Council of Draper City finds good cause to amend the terms and provisions of the Land Use and Development Code and to enact new provisions regarding Detached Accessory Dwelling Units; and

WHEREAS, notice has been issued according to the requirements of the Utah Code Annotated and Draper City Municipal Code for public hearings before the Planning Commission and City Council to receive public input regarding the proposed changes to the Land Use and Development Code; and

WHEREAS, the Planning Commission and City Council have each held a public hearing to receive public input regarding the proposed changes to the Land Use and Development Code.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, AS FOLLOWS:

Section 1. Findings. The City Council of Draper City has made the following findings that the proposed text amendment regarding the Land Use and Development Code in regards Detached Accessory Dwelling Units 1. The proposed amendment is consistent with goals, objectives and policies of the city's general plan. 2. The proposed amendment furthers the specific purpose statements of the zoning ordinance. 3. The proposed amendment is appropriate given the context of the request and there is sufficient justification for a modification to the zoning ordinance. 4. The proposed amendment will not create a conflict with any other section or part of this title or the general plan. 5. The potential effects of the proposed amendment have been evaluated and determined not to be detrimental to public health, safety, or welfare and represents an overall community benefit. 6. The proposed amendment implements best current, professional practices of urban planning, design, and engineering practices.

Section 2. Amendment. Section 9-31-040 of the Land Use and Development Code of the Draper City Municipal Code are hereby amended to read as set forth in Exhibit A.

Section 3. Correction of Editing Errors. The city attorney is authorized to correct any punctuation, spelling, formatting, clerical, or de minimum errors in Exhibit A prior to submitting the ordinance for publishing.

Section 4. Severability. If any section, part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance, and all sections, parts and provisions of this Ordinance shall be severable.

Section 5. Effective Date. This Ordinance shall become effective immediately upon publication or posting, or 30 days after final passage, whichever is closer to the date of final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, ON THE 7th DAY OF JULY, 2026.

DRAPER CITY

Mayor Troy K. Walker

ATTEST:

Nicole Smedley, City Recorder

VOTE TAKEN:

Councilmember Green

Councilmember Johnson

Councilmember T. Lowery

Councilmember F. Lowry

Councilmember Dahlin

Mayor Walker

YES

NO

ABSENT

EXHIBIT A

9-31-040: D-ADU DEVELOPMENT STANDARDS:

The development standards set forth in this section shall apply to each D-ADU:

A. Separate Structure: A D-ADU is a separate structure from the single-family dwelling contained on the same lot or parcel as the single-family dwelling.

B. Existing Structures: An existing detached accessory structure, which existed prior to September 21, 2021, can be converted as part of an application for the creation of a D-ADU in compliance with all other standards for D-ADUs listed in this chapter.

~~B-C.~~ Conditions: A D-ADU shall comply with the applicable requirements of section 9-31-030 and all of the following conditions:

1. Only one D-ADU shall be allowed per lot or parcel.
2. A D-ADU shall comply with the ~~same following: setback for a main building in the zoning district in which the lot or parcel is located.~~
 - a. A newly constructed D-ADU shall comply with the setbacks and height limits for a main building in the zoning district in which the lot or parcel is located; or
 - b. An existing accessory building that is being converted into a D-ADU shall comply with the setbacks and height limits for an accessory building found in section 9-10-040 of this title.
3. A D-ADU shall not be located within ~~the rear yard area of the lot or parcel and is prohibited within the a~~ front yard ~~area~~.
4. At least one additional parking stall above the minimum required for the single-family dwelling shall be provided on site and be reserved for exclusive use by occupants of the D-ADU. The parking stall(s) provided for use of the occupants of the D-ADU may not be located in tandem with parking stalls designed to serve the single-family dwelling and shall be accessible from the street by a driveway. Driveways must conform to all requirements of section 9-10-075 and other applicable requirements of this title. Parking stalls shall be constructed of concrete or asphalt and shall comply with the applicable requirements of sections 9-25-070 and 9-25-080.
5. The total square footage of a D-ADU shall not exceed fifty percent (50%) of the single-family dwelling's total square footage not including the garage.
6. A D-ADU shall comply with all building construction and fire codes in effect at the time the D-ADU is constructed, created or subsequently remodeled, including obtaining the required building and other permits.
7. The architectural design, color pallet, and materials of a D-ADU shall match those of the single-family dwelling.
8. ~~The height of a D-ADU shall conform to the height limit specified for main buildings in the zoning district in which it is located.~~



Development Review Committee

1020 East Pioneer Road

Draper, UT 84020

June 2, 2026

To: Draper City Planning Commission
Business Date: June 11, 2026

From: Development Review Committee

Prepared By: Todd Draper, AICP, Planning Manager
Community Development Department
801-576-6335, todd.draper@draperutah.gov

Re: Rohr D-ADU – Text Amendment Request

Application No.: 2026-0051-TA

Applicants: Ellen and Bob Rohr

Project Location: Citywide

Current Zoning: Citywide

Acreage: Citywide

Request: Request for approval of a Text Amendment to allow for existing detached accessory structures to be converted into a Detached Accessory Dwelling Unit (D-ADU).

BACKGROUND AND SUMMARY

This application is a request for approval of a Text Amendment to Chapter 9-31 of the Draper City Municipal Code (DCMC) pertaining to Accessory Dwelling Units. The applicant is requesting a Text Amendment be approved to allow for existing detached accessory structures to be converted into Detached Accessory Dwelling Units (D-ADU's). The proposed changes would be applicable citywide.

The application has been submitted by two City Residents in response to a D-ADU they would like to create on their property, but would apply to detached accessory buildings and structures throughout the city.

ANALYSIS

Text Amendments.

This report will review the modifications being proposed. The applicant has submitted their



responses and documentation in support of their request which has been included as Exhibit C. Staff had some concerns with the proposed language and provided some suggested changes to the applicants. The applicants indicated to staff that they were comfortable with the changes proposed by staff. A legislative copy of the proposed changes inclusive of the additional recommendations of staff can be found in Exhibit B of this report. Additions to the text are indicated in blue, deletions in red, and unchanged text in black.

The applicant proposed the following changes to DCMC Section 9-31-040 as outlined below:

- Adding two additional criteria to the second criterion in subsection 9-31-040(B) to include two separate setback and height options for D-ADUs. Either that they meet the setback and height limits for a main building, or those for an accessory building under DCMC Section 9-10-040.
- Amending criterion 3 in subsection 9-31-040(B) to clarify that D-ADUs may not be located within a front yard. The proposed language would also have the effect of permitting D-ADUs in side yards if all other requirements are met.
- Eliminating the existing criterion 8 from 9-31-040(B) as height limits were incorporated into the proposed changes to 9-31-040(B) criterion 2.

Staff concerns with the applicant's proposal included:

- It was not provided in a legislative text format as requested.
- There was little to define what constituted an existing accessory building or structure, or if the structure was constructed in compliance with city regulations at the time it was constructed.

Staff incorporated the applicant's proposed changes into the legislative text version and included some of the additional suggestions from staff. These included:

- Modifications, renumbering, and relocating subsections, to create the separate subsections for height and setback standards.
- Addition of a subsection indicating that the conversions of accessory buildings or dwellings would apply only to those that existed prior to September 21, 2021.

Criteria For Approval.

A Zoning Text Amendment is a matter committed to the legislative discretion of the City Council and is not controlled by any one standard. However, in making a recommendation to the City Council, the Planning Commission should consider the following factors in DCMC Section 9-5-060(E)(2):

2. Text Amendments:

- a. *Whether the proposed amendment is consistent with goals, objectives and policies of the city's general plan;*
- b. *Whether a proposed amendment furthers the specific purpose statements of the zoning ordinance;*
- c. *Whether the proposed amendment is appropriate given the context of the request and there is sufficient justification for a modification to the zoning ordinance;*
- d. *The proposed amendment will not create a conflict with any other section or part of this title or the general plan;*
- e. *Whether the potential effects of the proposed amendment have been evaluated and determined not to be detrimental to public health, safety, or welfare and represents an overall community benefit; and*
- f. *The extent to which a proposed text amendment implements best current, professional practices of urban planning, design, and engineering practices*

REVIEWS

Planning Division Review. The Draper City Planning Division has completed their review of the Zoning Text Amendment submission. Comments from this division, if any, can be found in Exhibit A.

Legal Division Review. The Draper City Attorney has completed their review of the Zoning Text Amendment submission. Comments from this division, if any, can be found in Exhibit A.

Noticing. Notice has been properly issued in the manner outlined in the City and State Codes.

STAFF RECOMMENDATION

Staff recommends that the Planning Commission review the request, receive public comment, and make a recommendation to the City Council based on the findings and the criteria for approval, or denial, as listed within the staff report.

MODEL MOTIONS

Sample Motion for a Positive Recommendation – I move that we forward a positive recommendation to the City Council for the Rohr ADU Text Amendment, as requested by Ellen and Bob Rohr application 2026-0051-TA, based on the following findings and the criteria for approval listed in the Staff Report dated June 2, 2026

Findings for Approval:

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

2. The proposed amendment is appropriate given the context of the request and there is sufficient justification for a modification to the development codes;
3. The proposed amendment will not create a conflict with any other section or part of the development codes or the General Plan;
4. The potential effects of the proposed amendment have been evaluated and are determined not to be detrimental to public health, safety, or welfare and represents an overall community benefit; and
5. The proposed text amendment implements best current, professional practices of urban planning, design, and engineering practices.
6. The proposed text amendment brings the text of the DCMC into compliance with State Code.

Sample Motion for Modified Positive Recommendation – I move that we forward a positive recommendation to the City Council for the Rohr ADU Text Amendment, as requested by Ellen and Bob Rohr application 2026-0051-TA, based on the findings and criteria for approval listed in the Staff Report dated June 2, 2026 and as modified by the following additional recommended modifications of findings:

1. *(List any additional modifications or findings...)*

Sample Motion for Denial – I move that we forward a negative recommendation to the City Council for the Rohr ADU Text Amendment, as requested by Ellen and Bob Rohr application 2026-0051-TA, based on the following findings and criteria for denial listed in the Staff Report dated June 2, 2026.

Findings for Denial:

1. The proposed amendment is not consistent with goals, objectives and policies of the City's General Plan;
2. The proposed amendment is not appropriate given the context of the request and there is not sufficient justification for a modification to the development codes;
3. The proposed amendment could create a conflict with another section or part of the development codes or the General Plan;
4. The potential effects of the proposed amendment have been determined to be detrimental to public health, safety, or welfare or do not represent an overall community benefit; and
5. The proposed text amendment is not consistent with best current, professional practices of urban planning, design, and engineering practices.

DEVELOPMENT REVIEW COMMITTEE ACKNOWLEDGEMENT

We, the undersigned, as duly appointed members of the Draper City Development Review Committee, do acknowledge that the application which provides the subject for this staff report has been reviewed by the Committee and has been found to be appropriate for review by the Draper City Planning Commission and/or City Council.

Brien Maxfield

Digitally signed by Brien Maxfield
DN: C=US, E=brien.maxfield@draperutah.gov,
O=Draper, OU=Public Works - Engineering,
CN=Brien Maxfield
Date: 2026.06.04 15:03:43-06'00'

Draper City Public Works Department

Don Buckley

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OU=Fire Marshal, CN=Don Buckley
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Draper City Fire Department

Matthew Symes

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Draper City Building Division

Todd Draper

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O=Draper City Community
Development Department,
OU=Planning and Zoning,
CN=Todd Draper
Date: 2026.06.04 13:59:05-06'00'

Draper City Planning Division

Draper City Legal Counsel

EXHIBIT A DEPARTMENT REVIEWS

REVIEWS ARE NOT MEANT TO BE AN ALL INCLUSIVE LIST OF POSSIBLE COMMENTS OR CONDITIONS.

Planning Division Review.

1. No additional comments

Legal Division Review.

1. There currently is no process or procedure for converting an accessory building into a D-ADU. Because there is no current process, converting an accessory building into a D-ADU is not a legal possibility. Legal has no opposition to this being a process in our code; just elaborate with clear, objective, and enforceable criteria that explains how that can work.

EXHIBIT B LEGISLATIVE DRAFT

9-31-040: D-ADU DEVELOPMENT STANDARDS:

The development standards set forth in this section shall apply to each D-ADU:

A. Separate Structure: A D-ADU is a separate structure from the single-family dwelling contained on the same lot or parcel as the single-family dwelling.

B. Existing Structures: An existing detached accessory structure, which existed prior to September 21, 2021, can be converted as part of an application for the creation of a D-ADU in compliance with all other standards for D-ADUs listed in this chapter.

~~B-C.~~ Conditions: A D-ADU shall comply with the applicable requirements of section 9-31-030 and all of the following conditions:

1. Only one D-ADU shall be allowed per lot or parcel.
2. A D-ADU shall comply with the ~~same following: setback for a main building in the zoning district in which the lot or parcel is located.~~
 - a. A newly constructed D-ADU shall comply with the setbacks and height limits for a main building in the zoning district in which the lot or parcel is located; or
 - b. An existing accessory building that is being converted into a D-ADU shall comply with the setbacks and height limits for an accessory building found in section 9-10-040 of this title.
3. A D-ADU shall not be located within ~~the rear yard area of the lot or parcel and is prohibited within the a~~ front yard ~~area~~.
4. At least one additional parking stall above the minimum required for the single-family dwelling shall be provided on site and be reserved for exclusive use by occupants of the D-ADU. The parking stall(s) provided for use of the occupants of the D-ADU may not be located in tandem with parking stalls designed to serve the single-family dwelling and shall be accessible from the street by a driveway. Driveways must conform to all requirements of section 9-10-075 and other applicable requirements of this title. Parking stalls shall be constructed of concrete or asphalt and shall comply with the applicable requirements of sections 9-25-070 and 9-25-080.
5. The total square footage of a D-ADU shall not exceed fifty percent (50%) of the single-family dwelling's total square footage not including the garage.
6. A D-ADU shall comply with all building construction and fire codes in effect at the time the D-ADU is constructed, created or subsequently remodeled, including obtaining the required building and other permits.
7. The architectural design, color pallet, and materials of a D-ADU shall match those of the single-family dwelling.
- ~~8. The height of a D-ADU shall conform to the height limit specified for main buildings in the zoning district in which it is located.~~

EXHIBIT C
APPLICANT RESPONSES

Applicant's Description of the Project:

Thank you for your consideration of this text change. We understand this proposal will move through staff review and the appropriate City committees. We appreciate the process and are happy to assist in any constructive way as the amendment is considered. We are willing to provide additional information, draft refinements, and have provided examples from other neighboring cities. Our goal is to support a clear and practical update that aligns with Draper City's policies and serves the community well. Draper has committed to encouraging appropriate ADU expansion. Updating this language gives us an opportunity to address a concerning problem in Draper: unless we find a workable way to convert an existing building, non-compliant ADUs will proliferate. We would be happy to spend some time with you on this text amendment language before presenting to the City Council. Thanks! Please reach us at 417-830-2473 ellen@ellenrohr.com and hotrodradiant@mac.com

Thank you!

Ellen and Bob Rohr

763 W 11560 S

Draper UT 84020

25 February 2026 - Updated 14 April 2026

To: Draper City and Planners

Thank you for your consideration of this text change. We understand this proposal will move through staff review and the appropriate City committees. We appreciate the process and are happy to assist in any constructive way as the amendment is considered.

We are willing to provide additional information, draft refinements, and have provided examples from other neighboring cities. Our goal is to support a clear and practical update that aligns with Draper City's policies and serves the community well. Draper has committed to encouraging appropriate ADU expansion. Updating this language gives us an opportunity to address a concerning problem in Draper: unless we find a workable way to convert an existing building, non-compliant ADUs will proliferate.

We would be happy to spend some time with you on this text amendment language before presenting to the City Council. Thanks!

Please reach us at 417-830-2473 ellen@ellenrohr.com and hotrodradiant@mac.com

Thank you!

Ellen and Bob Rohr
763 W 11560 S
Draper UT 84020

City of Draper Chapter 31 Accessory Dwellings D-ADU Development Standards Regarding section 9-31-040

9-31-040: D-ADU DEVELOPMENT STANDARDS:

We propose the following text amendment - in highlight.

The development standards set forth in this section shall apply to each D-ADU:

- A. Separate Structure: A D-ADU is a separate structure from the single-family dwelling contained on the same lot or parcel as the single-family dwelling.
- B. Conditions: A D-ADU shall comply with the applicable requirements of section [9-31-030](#) and all of the following conditions:

1. Only one D-ADU shall be allowed per lot or parcel.
2. A D-ADU shall comply with the following:
 - a. The setbacks and height limits for a main building in the zoning district in which the lot or parcel is located; or
 - b. The setbacks and height limits for an accessory building found in section 9-10-040 of this title.
3. A D-ADU shall not be located within-a front yard.
4. At least one additional parking stall above the minimum required for the single-family dwelling shall be provided on site and be reserved for exclusive use by occupants of the D-ADU. The parking stall(s) provided for use of the occupants of the D-ADU may not be located in tandem with parking stalls designed to serve the single-family dwelling and shall be accessible from the street by a driveway. Driveways must conform to all requirements of section [9-10-075](#) and other applicable requirements of this title. Parking stalls shall be constructed of concrete or asphalt and shall comply with the applicable requirements of sections [9-25-070](#) and [9-25-080](#).
5. The total square footage of a D-ADU shall not exceed fifty percent (50%) of the single-family dwelling's total square footage not including the garage.
6. A D-ADU shall comply with all building construction and fire codes in effect at the time the D-ADU is constructed, created or subsequently remodeled, including obtaining the required building and other permits.
7. The architectural design, color pallet, and materials of a D-ADU shall match those of the single-family dwelling.

Text Amendment Checklist Additional Responses:

1. How is the proposed amendment consistent with the goals, objectives, and policies of the City's General Plan?

The proposed amendment aligns with Draper City's General Plan and recent efforts to support Accessory Dwelling Units (ADUs) as a practical housing solution.

City leadership has recognized ADUs as a tool to help address housing affordability while giving residents greater flexibility in the use of their property. Clarifying setback standards for converting existing detached garages into D-ADUs supports that direction.

The amendment advances General Plan goals by:

- Expanding housing options within existing neighborhoods
- Address the problem of non-compliant ADUs and D-ADUs
- Supporting moderate-income housing opportunities
- Promoting efficient use of existing lots and infrastructure
- Encouraging responsible, well-managed growth

This change does not increase the number of ADUs allowed per property. It simply provides clear standards for existing structures while maintaining neighborhood protections. We know that there are many "undocumented" ADUs in Draper. In the absence of clear standards for converting an existing structure - that is in compliance as an out building - to a D-ADU, we will

Supporting information:

<https://www.draperutah.gov/business-development/planning-and-development/accessory-dwelling-units-permits/#:~:text=Only%20one%20ADU%20is%20allowed,located%20directly%20behind%20another%20space.>

<https://kutv.com/news/utahs-growing-pains/draper-eases-accessory-dwelling-unit-restrictions-to-combat-housing-crisis>

<https://kutv.com/news/local/proposed-utah-housing-fix-would-cut-rules-for-accessory-dwelling-units>

2. How is the proposed amendment appropriate and justified?

The current ordinance does not address setback requirements for converting existing detached accessory buildings into D-ADUs. Many properties already contain legally built detached

garages. Creating a clear standard allows reasonable adaptive reuse while protecting privacy and safety. This amendment provides clarity and consistency by establishing a minimum 10-foot setback for side, corner, and rear property lines.

The current 20-foot setback is more restrictive than in several neighboring cities. Adjusting the requirement for existing structure conversions improves regional consistency while maintaining appropriate separation between properties.

The amendment does not increase density or reduce safety standards. All building, fire, and zoning regulations would remain in effect.

See neighboring cities' ADU setback requirements. See attached.

3. How might the amendment impact the community?

The impact is expected to be limited and positive. The intent of the ordinance is to ensure safety, privacy, and neighborhood compatibility—all of which are still protected here. We read through the section on the Draper website - 9-1-030: Purpose, and feel that we are aligned with the best interests of the Draper community. We understand how responsible development of ADUs can support the growth of the city without increasing stress on the infrastructure.

The proposed 10-foot setback maintains safety, privacy, and neighborhood compatibility while allowing adaptive reuse of existing structures. Because the amendment applies only to existing detached buildings, it does not encourage widespread new construction or increased density beyond what is already permitted.

This approach supports housing flexibility, aging in place, and efficient use of infrastructure while preserving the character of Draper's residential neighborhoods.

Additional information...instances of updates to the code.

To: City Council Meeting

From: Todd Draper and Jennifer Jastremsky

CC:

Date: 2021-21-09

Re: City Initiated Accessory Dwelling Unit (ADU) Text Amendment Request #1499

<https://draper.granicus.com/player/clip/495>

To: City Council
From: Todd Taylor
Date: 2024-11-12
Re: Public Hearing: Ordinance #1626

https://draper.granicus.com/player/clip/1810?meta_id=28350

WHAT IS AN ADU | DETACHED ACCESSORY DWELLING UNIT (D-ADU)

D-ADUs

Accessory Dwelling Unit, Detached (D-ADU):
An accessory dwelling unit, located in a permanent structure with a permanent foundation, detached from a primary dwelling for the purpose of offering a long-term rental or occupancy of thirty (30) consecutive days or longer.



[Click here for all D-ADU standards](#)

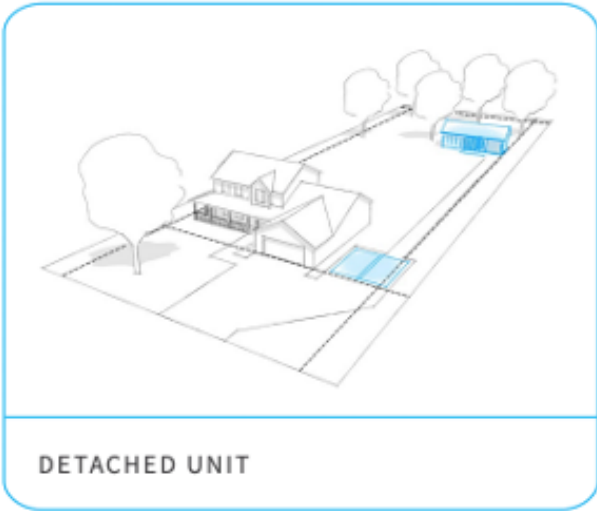
ADU
You can build a maximum of one ADU.
Regulations for maximum building coverage and rear yard coverage apply.

SIZE
No more than fifty percent (50%) of the total square footage of all floors of the primary dwelling. Minimum size of 400 square feet.

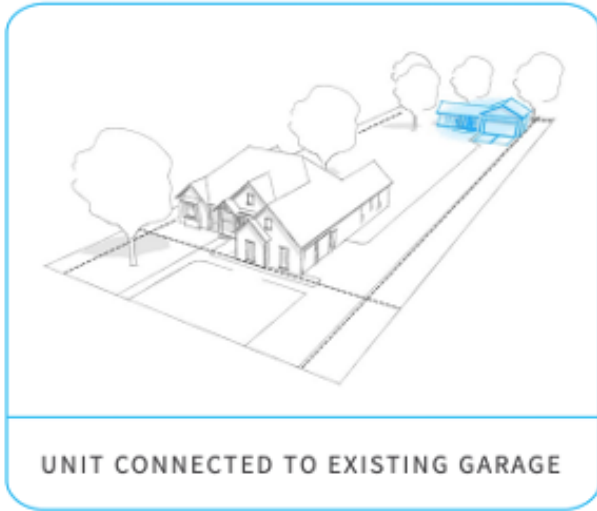
BUILDING* HEIGHT
Maximum as allowed by Zone.
Building height requirements vary by area. Residents should confirm requirements with City Planning Department.

SETBACKS
Detached ADUs must have the following setbacks:
Side & Rear Setbacks: Minimum of 10 feet
Corner Side Yard Setback: Minimum of 10 feet

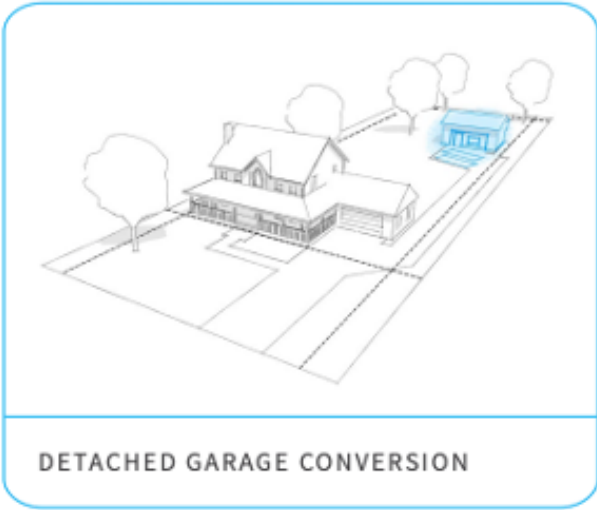
PARKING



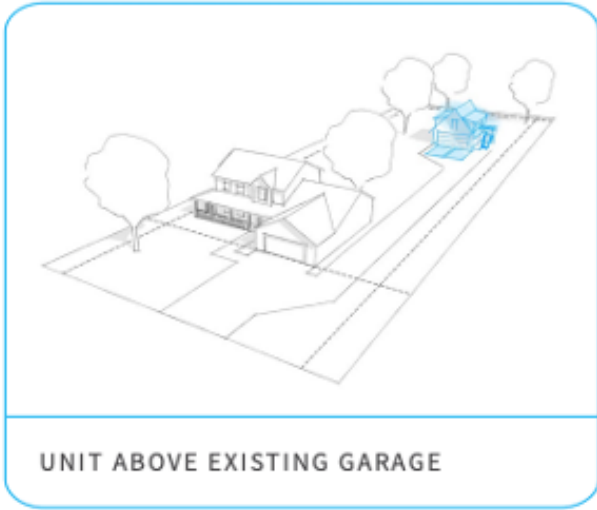
DETACHED UNIT



UNIT CONNECTED TO EXISTING GARAGE



DETACHED GARAGE CONVERSION



UNIT ABOVE EXISTING GARAGE



1



2

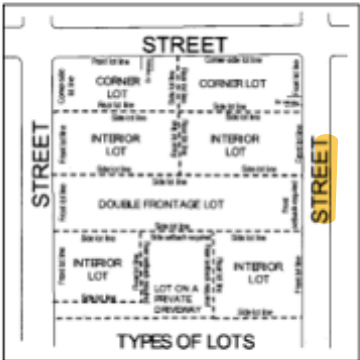


3

SECTION 3: ACCESSORY BUILDING – SETBACK & HEIGHT REGULATIONS BY ZONE

Yards and Setbacks (Ord. 13.04.050.5)

To order to determine required setbacks, the yards of your lot must be identified. Use the figure to the right as a guide.



All R-1 Zones: (Ord. 13.14.110) Single Family Residential

Prohibited Structures:

- Shipping containers, semitrailers, boxcars, PODS®, or similar structures

Prohibited locations:

- The front setback area (see R-1 zone worksheet)
- The side setback area, abutting a street (20').
- OR, within any public utility or other easement without the express written consent of parties holding interest in the easement

Rear Yard Setbacks AND Maximum Footprint (Ord 13.14.110 B)

- The required rear yard setback for all accessory structures in the R-1 zones
- NOTE: Maximum permitted size of the accessory building(s) is also shown in this table. A proposed size larger than this permitted footprint size requires planning commission approval, via condition use permit.

Side Yard Setbacks (Ord 13.14.110 B)

An accessory building proposed between the main home and the side property line shall have the same setback required in feet for the main home (equal to 10% of the lot's width)

LOT SIZE IN SQUARE FEET	TOTAL FOOTPRINT	SETBACK IN FEET
LESS THAN 8,000	800	3
8,001 TO 14,600	850	4
14,601 TO 21,200	900	5
21,201 TO 27,800	950	6
27,801 TO 34,400	1,000	7
34,401 TO 41,000	1,050	8
41,001 TO 47,600	1,100	9
47,601 TO 54,200	1,150	10
54,201 TO 60,800	1,200	11
60,801 TO 67,400	1,250	12
67,401 TO 74,000	1,300	13
74,001 TO 80,600	1,350	14
OVER 80,600	1,400	15

Height (Ord 13.14.110 B-C)

Murray, Utah

compliance with the occupancy requirements and short-term rental requirements. This Affidavit must be recorded by the Salt Lake County Recorder's Office before the application is accepted. Please visit <https://www.saltlakecounty.gov/recorder/> for more information.

- **Long-Term Rentals:** If you intend to rent the ADU long-term, you will be required to obtain a business license from Murray City. Please contact blicense@murray.utah.gov or (801) 270-2425 for more information.

Disclaimer:

This information provides a general overview of ADU regulations in Murray City. Please refer to the complete Murray City Code for a comprehensive understanding of all applicable requirements.

Attached ADUs

- **Size:** No maximum floor area limit.
- **Parking:** 1 additional off-street parking space is required, for a total of 3 parking spaces on the property.

Detached ADUs

- **Lot Size:** Minimum lot size of 10,000 square feet.
- **Height:** Maximum height of 20 feet and limited to 1-Story
- **Setbacks:**
 - **Front Yard:** Not permitted in the front yard.
 - **Rear Yard:** Minimum 10-foot setback from the rear property line.
 - **Side Yard:** Minimum 10-foot setback from side property lines.
 - **Corner Lot Side Yard:** Minimum 20-foot setback from the side property line facing the street.



Sandy, Utah



Search or jump to

NOTIFICATIONS SIGN IN HELP

Select Language

Powered by Google Translate

Sandy, Utah - City Code / Title 21 - LAND DEVELOPME... / CHAPTER 21-11. - SPECIAL U... / Sec. 21-11-1. - Accessory Ap...

VERSION: OCT 22, 2025 (CURRENT)

CHAPTER 21-6. - GENERAL PLAN

CHAPTER 21-7. - LAND USES IN RESIDENTIAL DISTRICTS

CHAPTER 21-8. - LAND USES IN THE COMMERCIAL, OFFICE, INDUSTRIAL, MIXED USE, TRANSIT CORRIDOR, AND RESEARCH AND DEVELOPMENT DISTRICTS

CHAPTER 21-9. - INSTITUTIONAL CARE DISTRICT

CHAPTER 21-10. - OPEN SPACE DISTRICT

CHAPTER 21-11. - SPECIAL USE STANDARDS

Sec. 21-11-1. - Accessory Apartments, Extended Living Areas, and Guesthouses.

(2) *Expired Accessory Apartments.* Any expired special use permit for an accessory apartment shall revert to an extended living area and become subject to these requirements until a new permit is obtained by the property owner.

(3) *Recordation.* Approval for an extended living area must be recorded with the Salt Lake County Recorder's Office. Proof of recordation shall be submitted to the Community Development Department prior to issuance of a building permit. A recorded copy shall be kept on file with the Community Development Department.

(4) *Duration of Approval and Transferability.* Upon sale of the home or change of primary occupant, the approval for an extended living area shall be transferred to the new owner or occupant. The new owner and occupant shall be subject to these requirements.

(e) *Additional Requirements for Approval of a Guesthouse.* A guesthouse use may be allowed by an administrative special use permit from the Community Development Department. The following standards must be met:

(1) *Application.* A completed application as provided by Sandy City.

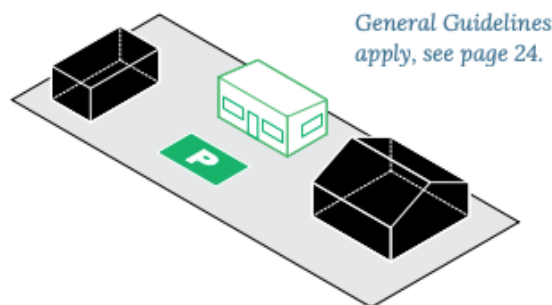
(2) *Occupants.* A guesthouse shall be used only by the occupants of the primary dwelling or their non-paying guests.

(3) *Lot Size.* A guesthouse will only be considered on a lot containing at least 20,000 square feet which has an existing owner-occupied single-family dwelling unit, or where a building permit has been issued and construction is in process for the single-family dwelling on a lot 20,000 square feet or larger.

(4) *Location.* Guesthouse setbacks shall be no less than ten feet from the side and rear property lines and six feet from the primary dwelling unit. If a guesthouse is attached to an existing accessory structure, the living space of the guesthouse shall be ten feet from the property line. The guesthouse may be located within the rear (the area lying between the rear lot line and rear wall of the primary dwelling extended to the side lot lines) of the primary dwelling or within the side yard, provided that the guesthouse is located behind the front plane of the home. If the guesthouse is located within the side yard, the side yard setback shall be the same as the minimum in the zoning district in which the lot is located.

71

DETACHED UNIT



ADU // You can build a maximum of one ADU.

Regulations for maximum building coverage and rear yard coverage apply, see pg 10.

SIZE // The size of the ADU cannot exceed the size of the existing main building and can be up to maximum of 1000 sq ft, whichever is less.

BUILDING HEIGHT // Up to 17 ft of height. However, the height of your proposed ADU may increase up to 24 ft for a pitched roof or 20 ft for a flat roof, with an increase in all required setbacks.

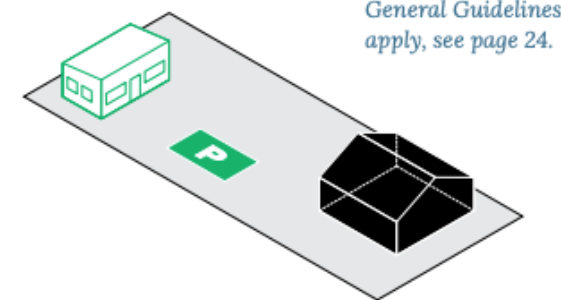
SETBACKS // Detached ADUs must have the following setbacks:

Side & Rear Setbacks: Min of 3 ft.

Corner Side Yard Setback: Min of 10 ft or 20% of the width of the lot whichever is less.

For ADU structures above 17 ft in height, all required setbacks must increase on all sides by one foot per every additional foot in building height.

DETACHED GARAGE CONVERSION



ADU // You can build a maximum of one ADU.

Regulations for maximum building coverage and rear yard coverage apply, see pg 10.

SIZE // The size of the ADU cannot exceed the size of the existing main building and can be up to maximum of 1000 sq ft, whichever is less.

BUILDING HEIGHT // Up to 17 ft of height. However, the height of your proposed ADU may increase up to 24 ft for a pitched roof or 20 ft for a flat roof, with an increase in all required setbacks.

SETBACKS // Existing setbacks may remain for garage conversions only. However, If your proposed ADU requests an addition, the addition must comply with the required setbacks.

Guesthouse Requirements

Lot and Location

- Lot must be a minimum of 14,520 sq. ft.
- Must be located in a [Single-family Residential \(R\) zone](#) or an [Agricultural \(A\) zone](#). Mixed Use (MU) and Residential-Multiple (RM) zones are not eligible. (Find your zone [here!](#))

Height and Size

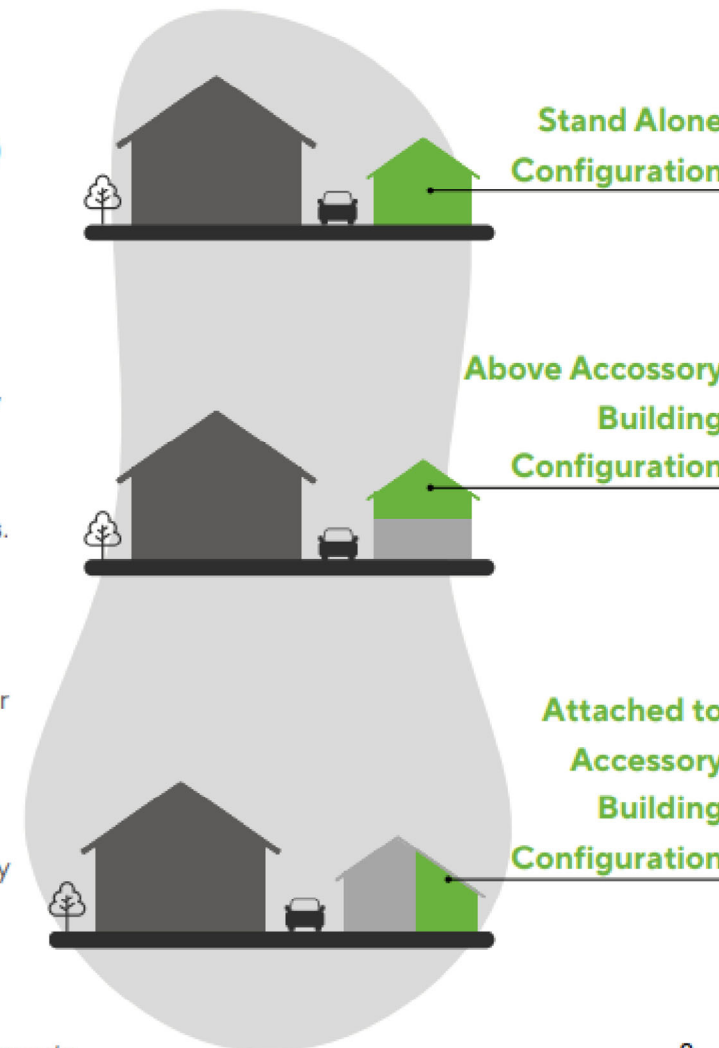
- Maximum lot coverage as required by the zoning district.
- Setbacks are as required by the zoning district, but may not be less than 10'.
- Overall height limited to 25', or the height of the main building, whichever is less.* (Note: Extra setbacks required for structures over 16'. See Agriculture Zone requirements in [§17.30.020\(F\)\(2\)](#).* or Residential Zone requirements in [§17.40.020\(F\)\(2\)](#).*)
- Wall height cannot exceed 16' above grade.*
- ADU square footage is limited to whichever is less: 35% of the primary dwelling's living space size or 1,500 square feet.*

Design Standards

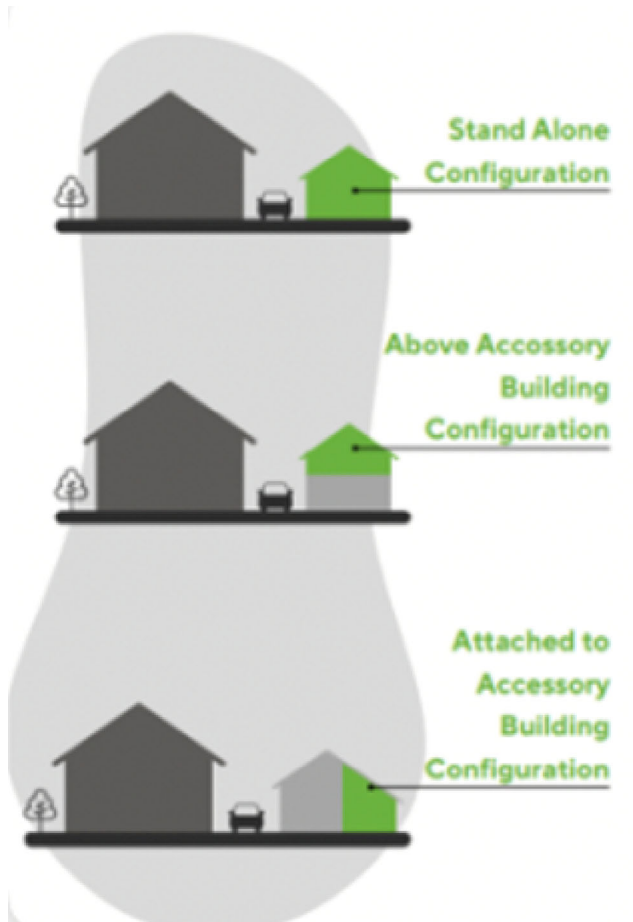
- At least one off street parking space required. (Can not block [required parking](#) for the primary dwelling.)
- Exterior doors visible from street are prohibited.
- Must be architecturally compatible with the main building. These include colors, materials, and roof pitch.
- Must meet the architectural standards for accessory buildings including limitations on window and door locations within 20' of a property line* as described in [§17.30.020\(1\)\(3\)\(c\)](#) for agriculture zones or in [§17.40.020\(1\)\(3\)\(c\)](#) for residential zones.
- No more than 3 bedrooms allowed.

Other Requirements

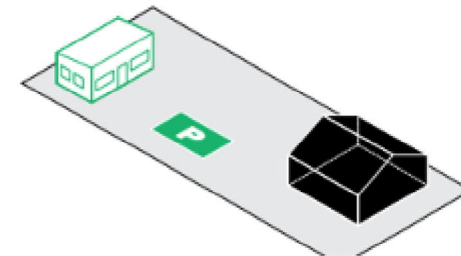
- Owner occupancy of either the primary residence or guesthouse required.
- Separate meters, mailboxes, and addresses not allowed.
- A single lot may not have more than one ADU of any type.



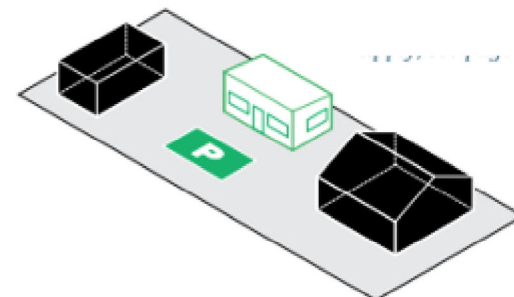
* The Planning Commission may approve a [conditional use permit](#) for structures not meeting these requirements



DETACHED GARAGE CONVERSION



DETACHED UNIT



ACCESSORY DWELLING UNIT

guidebook



Disclaimer

This guide is intended to summarize the ADU requirements and process. This guidebook was updated in July 2025, however requirements are subject to change. For the most complete information on current requirements please review the full ADU code found in: [South Jordan Municipal Code 17.130.030](#)

Requirements for ADU's in Daybreak are not included in this guidebook.

ADU's within Daybreak are only permitted above a detached or semi-detached garage. Daybreak ADU parking requirements are in accordance with the Daybreak Development Standards Matrix.

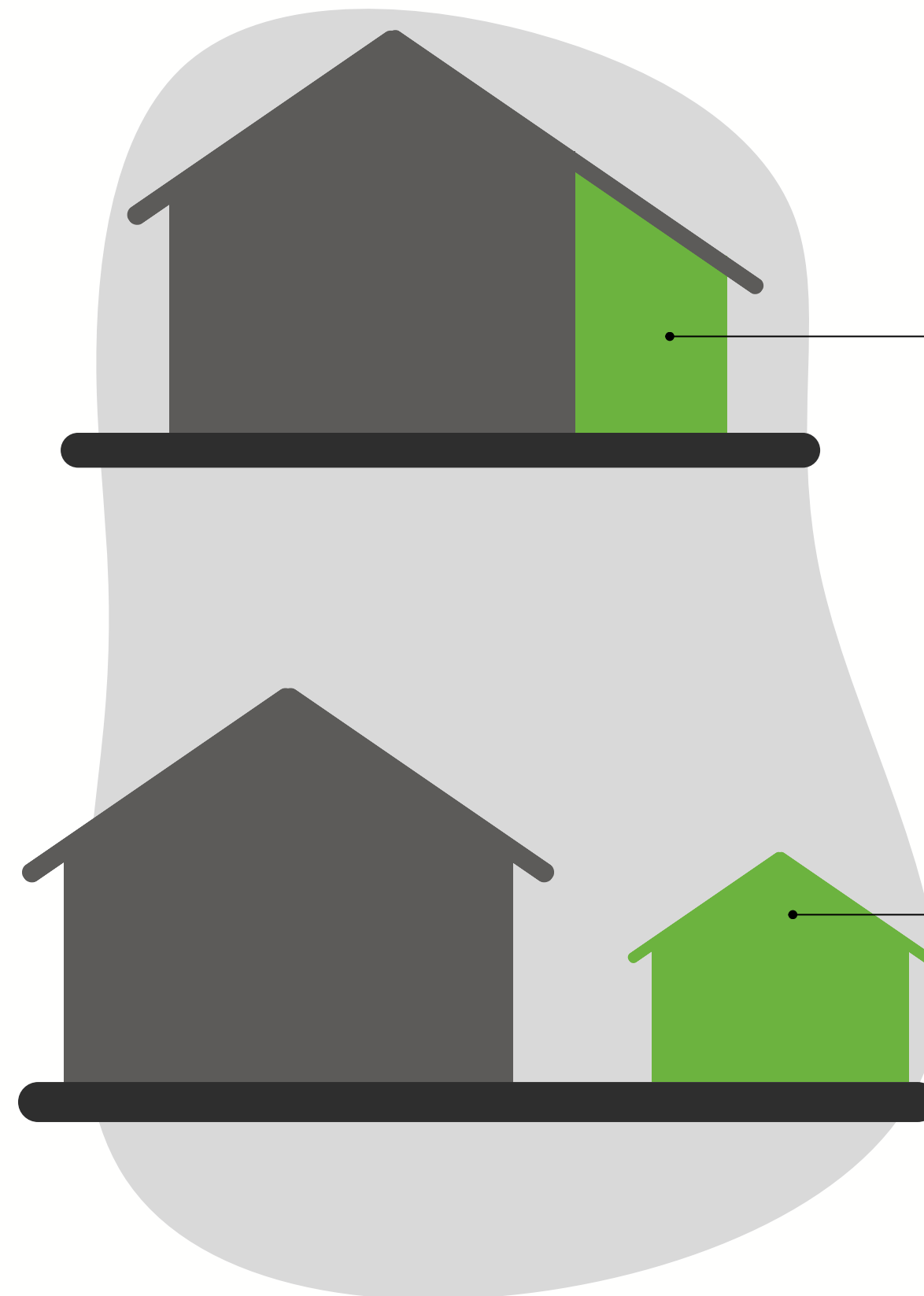
For questions contact the Planning and Economic Development Department at: 801.446.4357

Contents

- Disclaimer 2
- What is an ADU? 4
- When is an ADU permit needed? 5
- How to Apply for an ADU Permit 6
- Internal ADU Requirements 7
- Guesthouse Requirements 8
- Additional Resources 9

What is an ADU?

An accessory dwelling unit (ADU) is a secondary dwelling either attached or detached from the primary residence. These separate living spaces allow for additional housing choice and availability. They also allow homeowners to generate additional income.



Types of ADU's

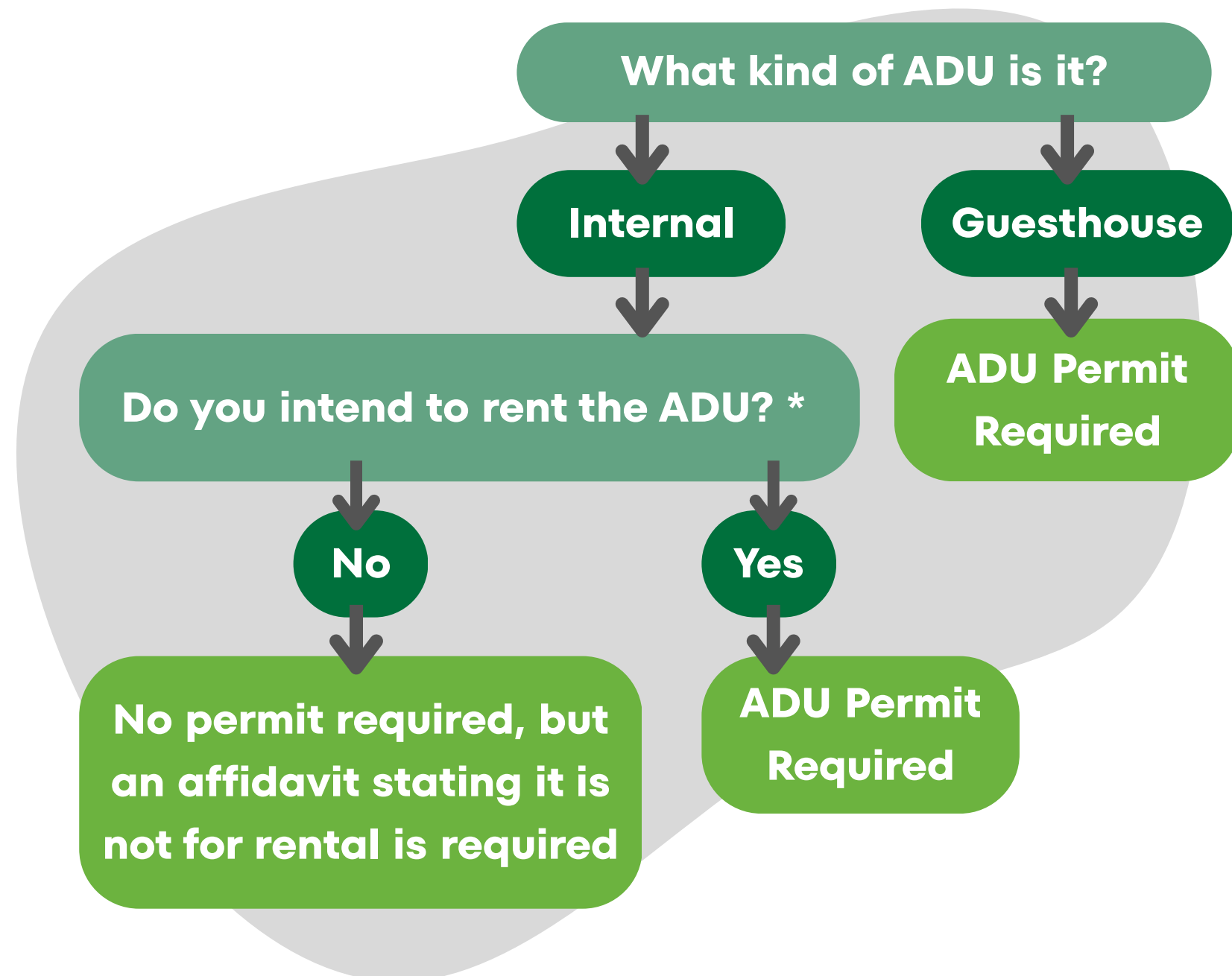
Internal ADU's

An internal ADU (as defined by [state law](#)) is contained within the primary dwelling, and where the primary dwelling maintains the appearance/characteristics of a single-family residence.

Guesthouse

A guesthouse is an ADU that is detached from the primary dwelling and has the components of a separate living space including a kitchen and bathroom.

When is an ADU permit needed?



- All guesthouses require an ADU permit.
- Internal ADU's that are intended to be rented require an ADU permit.*
- Internal ADU's that are not intended to be rented out don't require an ADU permit, however it will require an affidavit stating that the intent is not to rent out a space that contains a separate kitchen and bathroom. This affidavit must be notarized and should be included with a building permit submittal.

* Short-term rentals are prohibited in internal ADU's. Rentals must be for a period of 30 calendar days or more.

How to Apply for an ADU Permit

When to Apply

An approved ADU permit is needed before a building permit can be approved.

Where to Apply

All ADU applications are submitted through South Jordan's [Online Development Portal](#).

What to Include

Each application should include the following items:

1. A site plan drawn to scale showing all existing and new structures, parking, driveways, and walkways that access the ADU.
2. A floor plan that is drawn to scale with room labels that indicate the designated use.
3. A completed [ADU Affidavit](#) that has been recorded at the Salt Lake County Records Office.
4. Building elevations (only required for guesthouses.)

Who Approves

Approvals of ADU applications are given administratively by City Staff unless a Planning Commission approval is needed for a guesthouse that exceeds certain requirements. (see page 8)

Internal ADU Requirements

Lot and Location

- Lot minimum size of 6,000 sq. ft.
- Must be located in a [Single-family Residential \(R\) zone](#) or an [Agricultural \(A\) zone](#). Mixed Use (MU) and Residential Multiple (RM) zones are not eligible.
(Find your zone [here!](#))

Height and Size

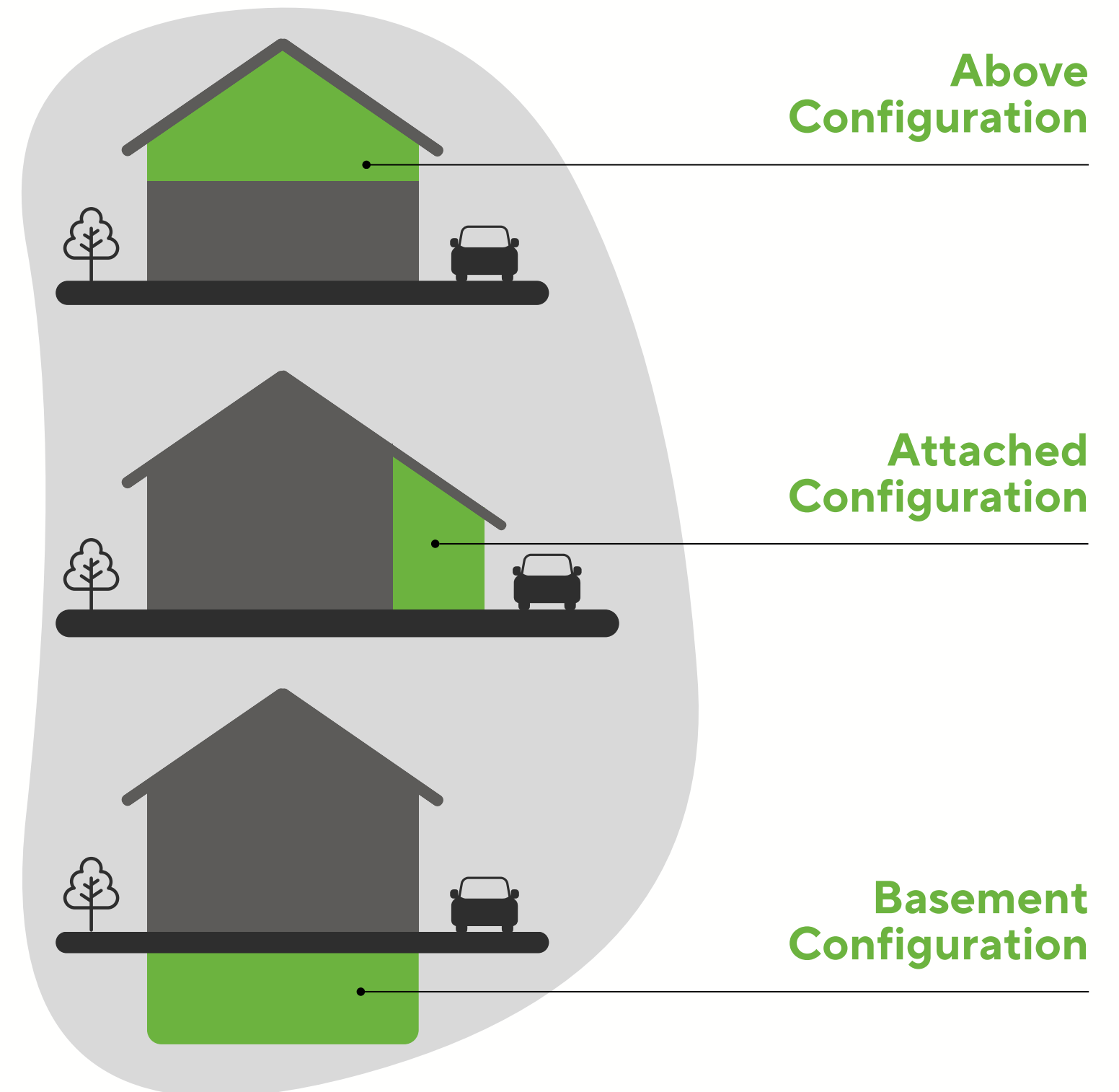
- Must not exceed the maximum lot coverage as required by the zoning district.
- Setbacks and building heights are determined by the zoning district it is located in.

Design Standards

- At least one off street parking space required. (Cannot block [required parking](#) for the primary dwelling.)
- Exterior doors to the ADU visible from street prohibited.

Other Requirements

- Owner occupancy of primary dwelling is required.
- Separate meters, mailboxes, and addresses are not allowed.
- Rentals must be for 30 calendar days or more. (No short-term rentals.)
- A single lot may not have more than one ADU of any type.



Guesthouse Requirements

Lot and Location

- Lot must be a minimum of 14,520 sq. ft.
- Must be located in a [Single-family Residential \(R\) zone](#) or an [Agricultural \(A\) zone](#). Mixed Use (MU) and Residential-Multiple (RM) zones are not eligible. (Find your zone [here!](#))

Height and Size

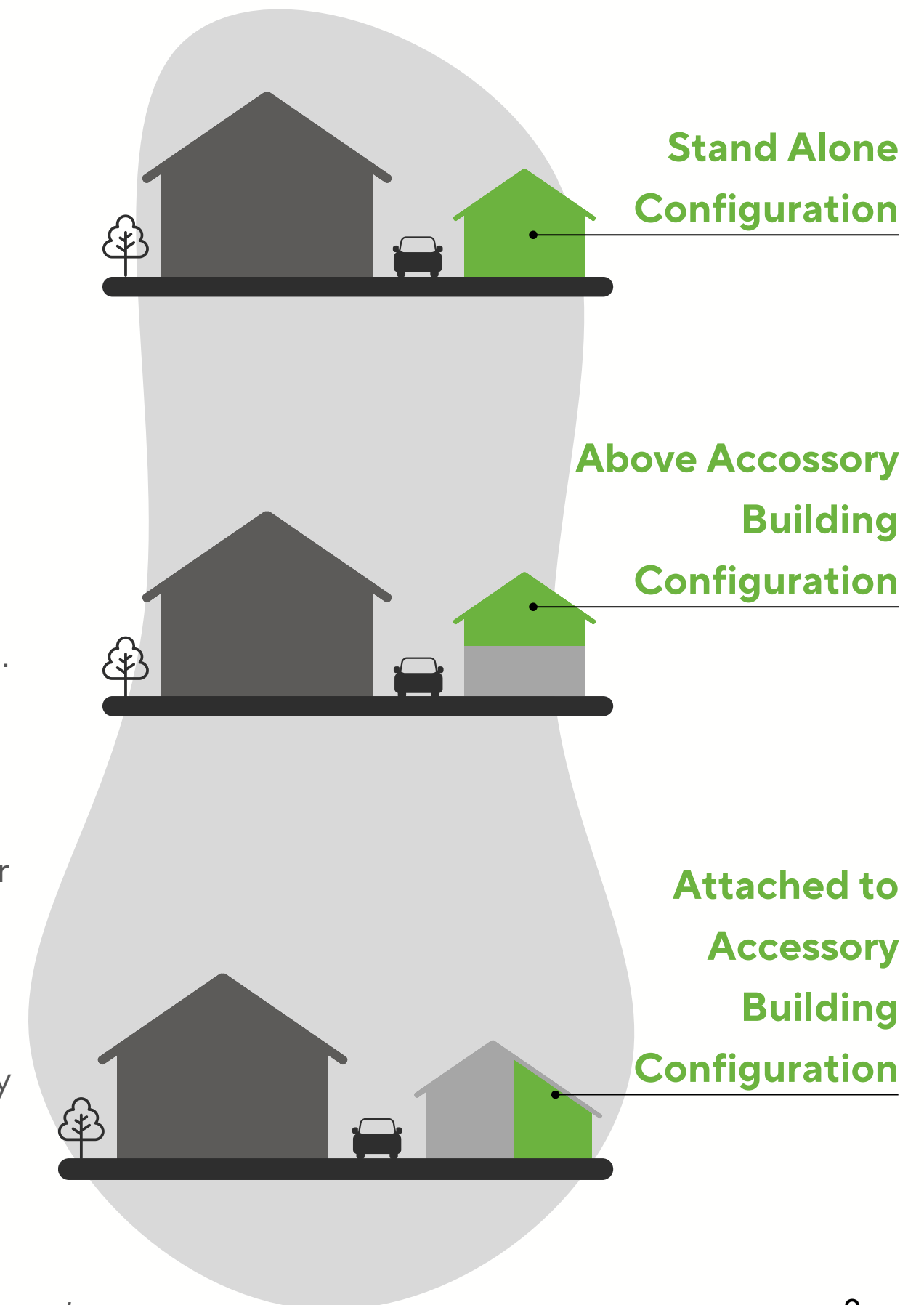
- Maximum lot coverage as required by the zoning district.
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- ADU square footage is limited to whichever is less: 35% of the primary dwelling's living space size or 1,500 square feet.*

Design Standards

- At least one off street parking space required. (Can not block [required parking](#) for the primary dwelling.)
- Exterior doors visible from street are prohibited.
- Must be architecturally compatible with the main building. These include colors, materials, and roof pitch.
- Must meet the architectural standards for accessory buildings including limitations on window and door locations within 20' of a property line* as described in [§17.30.020\(1\)\(3\)\(c.\)](#) for agriculture zones or in [§17.40.020\(1\)\(3\)\(c.\)](#) for residential zones.
- No more than 3 bedrooms allowed.

Other Requirements

- Owner occupancy of either the primary residence or guesthouse required.
- Separate meters, mailboxes, and addresses not allowed.
- A single lot may not have more than one ADU of any type.



* The Planning Commission may approve a [conditional use permit](#) for structures not meeting these requirements

Additional Resources

Related Zoning Code Links

Accessory Dwelling Unit Floating Zone [§17.130.030](#)

Parking Requirements [§16.26](#)

Agricultural Zones [§17.30](#)

Residential Zones [§17.40](#)

Conditional Uses [§17.84](#)

Other Links

[South Jordan Zoning Map](#)

[Planning and Economic Development Website](#)

[Online Development Portal](#)

[ADU Affidavit](#)

[City Fee Schedule](#)

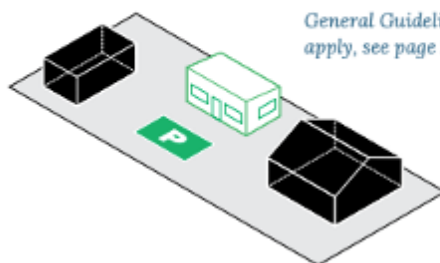
[State of Utah ADU Statute](#)

Contact

Planning and Economic Development Department: 801.446.4357

DETACHED UNIT

General Guidelines
apply, see page 24.



ADU // You can build a maximum of one ADU.

Regulations for maximum building coverage and rear yard coverage apply, see pg 10.

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BUILDING HEIGHT // Up to 17 ft of height. However, the height of your proposed ADU may increase up to 24 ft for a pitched roof or 20 ft for a flat roof, with an increase in all required setbacks.

SETBACKS // Detached ADUs must have the following setbacks:

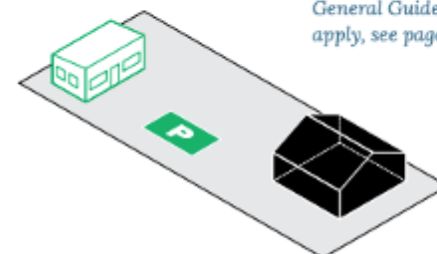
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DETACHED GARAGE CONVERSION

General Guidelines
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SETBACKS // Existing setbacks may remain for garage conversions only. However, if your proposed ADU requests an addition, the addition must comply with the required setbacks.

MEMO



To: City Council

From: Todd Draper, AICP

Date: 2026-07-07

Re: Public Hearing: Ordinances #1728, #1729, and #1730

Comments:

This application is a request for approval of a Land Use Map Amendment to the Residential High Density Designation, a Zoning Map Amendment to the RM2 (Multiple-Family Residential) zone, and a Development Agreement for approximately 1.95 acres located on the north side of 12300 South, at approximately 762 W. 12300 S. The property is currently zoned CO1 (Professional Office) and is designated as Office/Service on the Land Use Map. The applicant is requesting that the requests be approved to allow for the development of the site for construction of twenty-one (21) detached Single-Family Dwellings.

At their meeting on June 25, 2026 the Planning Commission forwarded a positive recommendation for each of the three applications to the City Council on unanimous 3-0 votes.

Land Use Map Amendment

Findings for Approval:

1. The proposed land use map amendment is consistent with goals, objectives and policies of the city's general plan.
2. The proposed land use map amendment is harmonious with the overall character of existing development in the vicinity of the subject property.
3. The proposed land use map amendment is consistent with the standards of any applicable overlay zone.
4. The proposed land use map amendment will not adversely affect adjacent property.
5. Adequate facilities and services exist to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, and wastewater and refuse collection.
6. The proposed land use map amendment complies with DCMC Section 9-2-020(F).
7. The legislative body may adopt any amendment to the general plan land use map that the legislative body considers appropriate.

Findings for Denial:

1. The proposed land use map amendment is not consistent with goals, objectives and policies of the city's general plan.
2. The proposed land use map amendment is not harmonious with the overall character of existing development in the vicinity of the subject property.
3. The proposed land use map amendment would be inconsistent with the standards of any applicable overlay zone.
4. The proposed land use map amendment will adversely affect adjacent property.
5. Adequate facilities and services to serve the subject property do not exist, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, wastewater disposal, or refuse collection.
6. The legislative body may reject any amendment to the general plan land use map that the legislative body considers appropriate.

Zoning Map Amendment

Findings for Approval:

1. The proposed zoning map amendment is consistent with goals, objectives and policies of the city's general plan.
2. The proposed zoning map amendment is harmonious with the overall character of existing development in the vicinity of the subject property.
3. The proposed zoning map amendment is consistent with the standards of any applicable overlay zone.
4. The proposed zoning map amendment will not adversely affect adjacent property.
5. Adequate facilities and services exist to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, and wastewater and refuse collection.

Findings for Denial:

1. The proposed zoning map amendment is not consistent with goals, objectives and policies of the city's general plan.
2. The proposed zoning map amendment is not harmonious with the overall character of existing development in the vicinity of the subject property.
3. The proposed zoning map amendment will adversely affect adjacent property.
4. Adequate facilities and services to serve the subject property do not exist, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, wastewater disposal, or refuse collection.

Development Agreement

Findings for Approval:

1. The proposed development agreement complies DCMC Section 9-5-200(C) and (D).

Findings for Denial:

1. The proposed development agreement does not comply with DCMC Section 9-5-200(C) and (D).

ATTACHMENTS:

[Ordinance #1728 \(LUMA\).pdf](#)

ATTACHMENTS:

[Ordinance # 1729 \(ZMA\).pdf](#)

ATTACHMENTS:

[Ordinance # 1730 \(DA\).pdf](#)

ATTACHMENTS:

[Kuwahara Nursery DA_LUMA_ZMA Staff report - final.pdf](#)

ORDINANCE NO. 1728

AN ORDINANCE AMENDING THE OFFICIAL LAND USE MAP OF DRAPER CITY FOR APPROXIMATELY 1.95 ACRES OF PROPERTY FROM OFFICE / SERVICE TO RESIDENTIAL HIGH DENSITY, LOCATED AT APPROXIMATELY 762 W. 12300 S. WITHIN DRAPER CITY, OTHERWISE KNOWN AS THE KUWAHARA NURSERY LAND USE MAP AMENDMENT.

WHEREAS, pursuant to State law, Draper City has adopted a General Plan and Land Use Map to guide the future development within the City; and

WHEREAS, from time to time it is necessary to review and amend the Land Use Map to keep pace with development within the City and to ensure the provision of a variety of economic uses; and

WHEREAS, the proposed land use change set forth herein has been reviewed by the Planning Commission and the City Council, and all appropriate public hearings have been held in accordance with Utah law to obtain public input regarding the proposed revisions to the Land Use Map; and

WHEREAS, the Planning Commission has reviewed and made a recommendation to the City Council concerning the proposed amendment to the official Land Use Map of Draper City, and the City Council has found the proposed land use change to be consistent with the City's General Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH:

Section 1. Land Use Amendment. The following described real property located at approximately 762 W. 12300 S. within Draper City, Salt Lake County, State of Utah, previously designated as Office / Service as shown on the Draper City Land Use Map, as depicted in Exhibit "A" hereto, are hereby changed to the Residential High Density land use designation:

A TRACT OF LAND BEING SITUATE IN THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, HAVING A BASIS OF BEARINGS OF SOUTH 76°54'44" WEST FROM THE FOUND MONUMENT IN THE INTERSECTION OF 700 WEST AND 12210 SOUTH AND THE FOUND MONUMENT IN THE INTERSECTION OF 815 WEST AND 12240 SOUTH, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF RIVER PARK ESTATES PHASE 1 SUBDIVISION WHICH IS SOUTH 00°05'11" EAST ALONG THE SECTION LINE 506.25 FEET TO

THE CENTER LINE MONUMENT IN THE INTERSECTION OF 700 WEST AND 12210 SOUTH; THENCE SOUTH 75°54'45" WEST 636.49 FEET; THENCE SOUTH 16.21 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 26 AND RUNNING; THENCE SOUTH 89°53'46" EAST ALONG THE SAID SOUTH LINE OF RIVER PARK ESTATES PHASE 1 SUBDIVISION 238.66 FEET TO THE WEST LINE OF DRAPER MILL SUBDIVISION; THENCE SOUTH 00°05'11" EAST ALONG SAID DRAPER MILL SUBDIVISION 350.40 FEET TO THE NORTHERLY RIGHT OF WAY OF 12300 SOUTH STREET AND THE POINT OF A 7,947.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG THE NORTHERLY RIGHT OF WAY OF 12300 SOUTH STREET AND SAID CURVE A DISTANCE OF 239.01 FEET THROUGH A CENTRAL ANGLE OF 01°43'23" (CHORD BEARS SOUTH 86°51'32" WEST 239.00 FEET) TO THE EAST LINE OF RIVER PARK ESTATES PHASE 2 SUBDIVISION; THENCE NORTH 00°05'11" WEST ALONG SAID EAST LINE OF RIVER PARK ESTATES PHASE 2 SUBDIVISION 363.93 FEET TO THE POINT OF BEGINNING.

CONTAINS 85,384 SQUARE FEET OR 1.960 ACRES, MORE OR LESS.

Section 2. Severability Clause. If any part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance and all provisions, clauses and words of this Ordinance shall be severable.

Section 3. Effective Date. This Ordinance shall become effective immediately upon publication or posting, or 30 days after final passage, whichever is closer to the date of final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, ON THE 7th DAY OF JULY, 2026.

DRAPER CITY

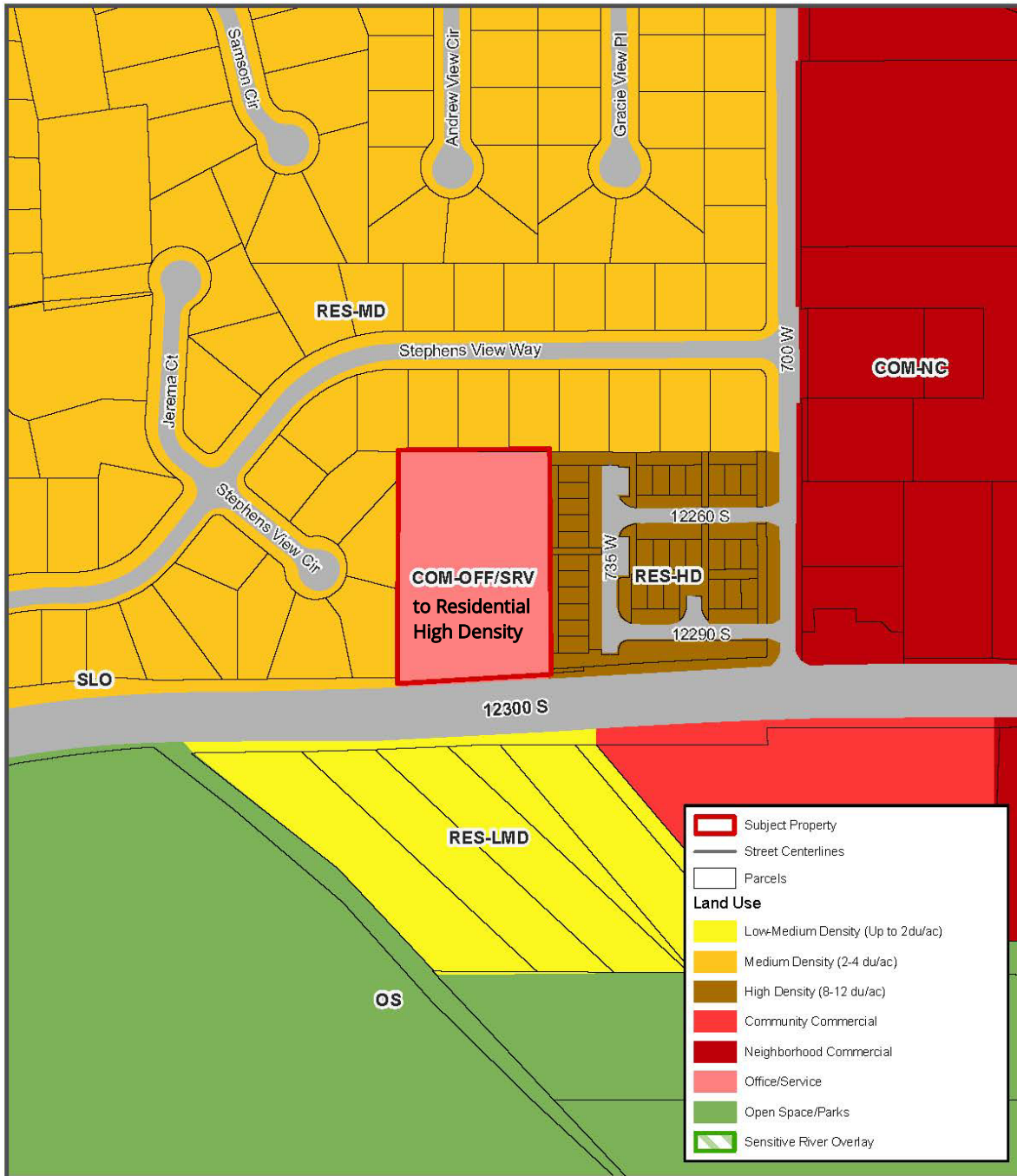
Mayor Troy K. Walker

ATTEST:

Nicole Smedley, City Recorder

VOTE TAKEN:	YES	NO	ABSENT
Councilmember Green	_____	_____	_____
Councilmember Johnson	_____	_____	_____
Councilmember T. Lowery	_____	_____	_____
Councilmember F. Lowry	_____	_____	_____
Councilmember Dahlin	_____	_____	_____
Mayor Walker	_____	_____	_____

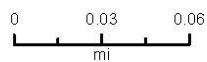
EXHIBIT A KUWAHARA NURSERY LAND USE MAP AMENDMENT



Date Printed: 6/12/2026

Kuwahara Nursery D.A., LUMA and ZMA

762 W. 12300 S.



ORDINANCE NO. 1729

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF DRAPER CITY FOR APPROXIMATELY 1.95 ACRES OF PROPERTY FROM CO1 (PROFESSIONAL OFFICE) TO RM2 (MULTIPLE-FAMILY RESIDENTIAL), LOCATED AT APPROXIMATELY 762 W. 12300 S. WITHIN DRAPER CITY, OTHERWISE KNOWN AS THE KUWAHARA NURSERY ZONING MAP AMENDMENT.

WHEREAS, pursuant to State law, Draper City has adopted a Zoning Ordinance and Zoning Map to guide the orderly development and use of property within the City; and

WHEREAS, from time to time it is necessary to review and amend the Zoning Map to keep pace with development within the City and to ensure the provision of a variety of economic uses; and

WHEREAS, the proposed zone change set forth herein has been reviewed by the Planning Commission and the City Council, and all appropriate public hearings have been held in accordance with Utah law to obtain public input regarding the proposed revisions to the Zoning Map; and

WHEREAS, the Planning Commission has reviewed and made a recommendation to the City Council concerning the proposed amendment to the official Zoning Map of Draper City, and the City Council has found the proposed zone change to be consistent with the City's General Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH:

Section 1. Zoning Map Amendment. The following described real property located at approximately 762 W. 12300 S. within Draper City, Salt Lake County, State of Utah, previously zoned CO1 as shown on the Draper City Zoning Map, as depicted in Exhibit "A" hereto, are hereby changed and rezoned to RM2:

A TRACT OF LAND BEING SITUATE IN THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, HAVING A BASIS OF BEARINGS OF SOUTH 76°54'44" WEST FROM THE FOUND MONUMENT IN THE INTERSECTION OF 700 WEST AND 12210 SOUTH AND THE FOUND MONUMENT IN THE INTERSECTION OF 815 WEST AND 12240 SOUTH, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF RIVER PARK ESTATES PHASE 1 SUBDIVISION WHICH IS SOUTH 00°05'11" EAST ALONG THE SECTION LINE 506.25 FEET TO THE CENTER LINE MONUMENT IN THE INTERSECTION OF 700 WEST AND 12210 SOUTH;

THENCE SOUTH 75°54'45" WEST 636.49 FEET; THENCE SOUTH 16.21 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 26 AND RUNNING; THENCE SOUTH 89°53'46" EAST ALONG THE SAID SOUTH LINE OF RIVER PARK ESTATES PHASE 1 SUBDIVISION 238.66 FEET TO THE WEST LINE OF DRAPER MILL SUBDIVISION; THENCE SOUTH 00°05'11" EAST ALONG SAID DRAPER MILL SUBDIVISION 350.40 FEET TO THE NORTHERLY RIGHT OF WAY OF 12300 SOUTH STREET AND THE POINT OF A 7,947.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG THE NORTHERLY RIGHT OF WAY OF 12300 SOUTH STREET AND SAID CURVE A DISTANCE OF 239.01 FEET THROUGH A CENTRAL ANGLE OF 01°43'23" (CHORD BEARS SOUTH 86°51'32" WEST 239.00 FEET) TO THE EAST LINE OF RIVER PARK ESTATES PHASE 2 SUBDIVISION; THENCE NORTH 00°05'11" WEST ALONG SAID EAST LINE OF RIVER PARK ESTATES PHASE 2 SUBDIVISION 363.93 FEET TO THE POINT OF BEGINNING.

CONTAINS 85,384 SQUARE FEET OR 1.960 ACRES, MORE OR LESS.

Section 2. Severability Clause. If any part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance and all provisions, clauses and words of this Ordinance shall be severable.

Section 3. Effective Date. This Ordinance shall become effective immediately upon publication or posting, or 30 days after final passage, whichever is closer to the date of final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, ON THE 7th DAY OF JULY, 2026.

DRAPER CITY

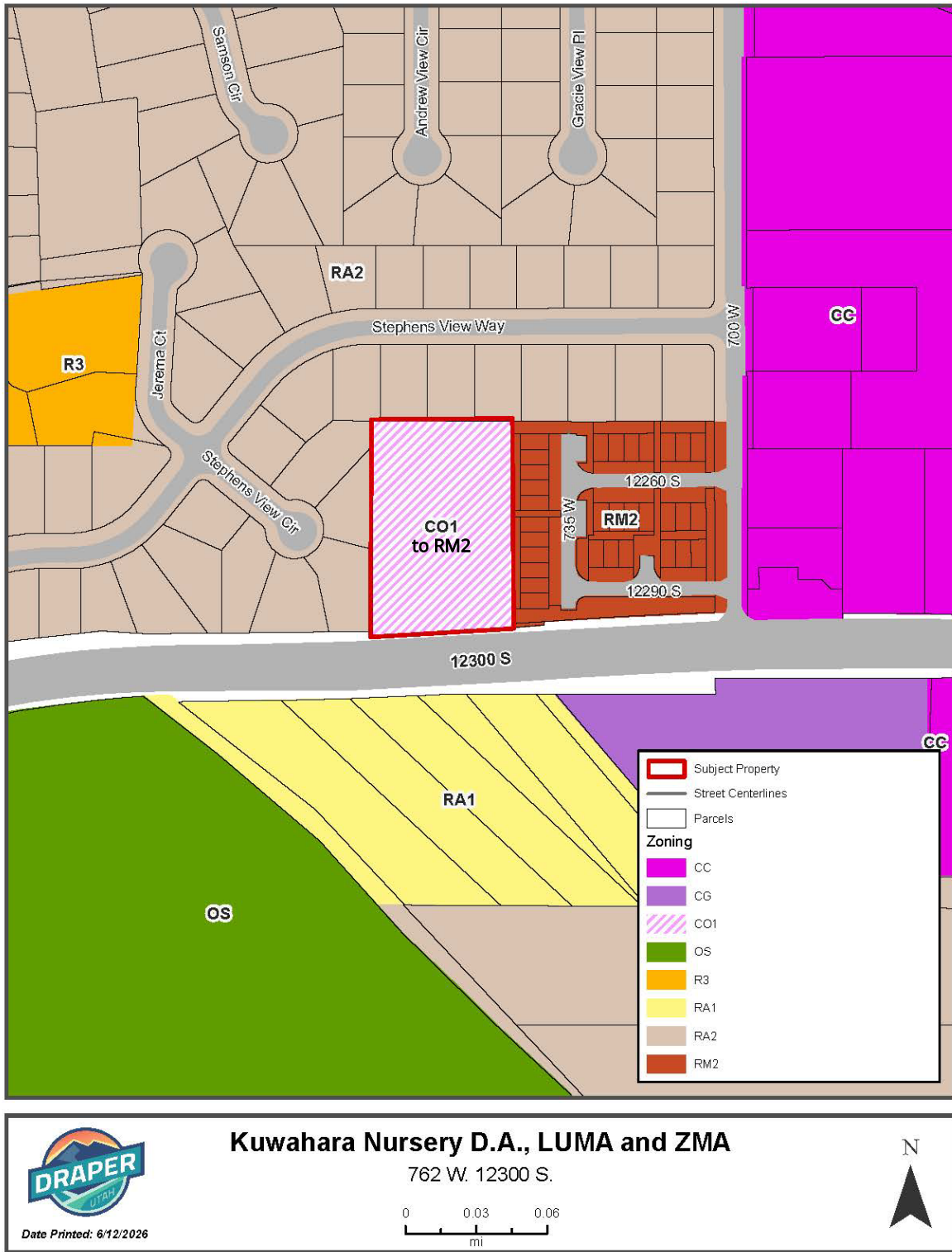
Mayor Troy K. Walker

ATTEST:

Nicole Smedley, City Recorder

VOTE TAKEN:	YES	NO	ABSENT
Councilmember Green	_____	_____	_____
Councilmember Johnson	_____	_____	_____
Councilmember T. Lowery	_____	_____	_____
Councilmember F. Lowry	_____	_____	_____
Councilmember Dahlin	_____	_____	_____
Mayor Walker	_____	_____	_____

EXHIBIT A KUWAHARA NURSERY ZONING MAP AMENDMENT



ORDINANCE NO. 1730

AN ORDINANCE APPROVING THE KUWAHARA NURSERY DEVELOPMENT AGREEMENT FOR APPROXIMATELY 1.95 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 762 W. 12300 S. WITHIN DRAPER CITY.

WHEREAS, the Land Use and Development Code of the Draper City Municipal Code has been established to provide regulations concerning general developments within the City Boundaries; and

WHEREAS, the City Council hereby determines that it will be in the best interest of the City to allow development of the subject property in accordance with the Development Agreement; and

WHEREAS, the Development Agreement will allow modified development standards than would otherwise be allowed in the RM2 (Multiple-Family Residential) zone; and

WHEREAS, the Development Agreement will allow for orderly development of the property with twenty-one (21) single-family homes at a maximum gross density of 10.7 dwelling units per acre; and

WHEREAS, the Development Agreement will require 70% of the units to be owner occupied; and

WHEREAS, the proposed Development Agreement set forth herein has been reviewed by the Planning Commission and the City Council, and all appropriate public hearings have been held in accordance with Utah law to obtain public input regarding the proposed modifications to development standards; and

WHEREAS, the Planning Commission has reviewed and made a recommendation to the City Council concerning the proposed Development Agreement, and the City Council has found the proposed Development Agreement to be consistent with the City's General Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH:

Section 1. Development Agreement. The City of Draper approves the Development Agreement provided in Exhibit A, otherwise known as the Kuwahara Nursery Development Agreement.

Section 2. Severability Clause. If any part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance and all provisions, clauses and words of this Ordinance shall be severable.

Section 3. Correction of Editing Errors. The city attorney is authorized to correct any punctuation, spelling, formatting, clerical, or de minimum errors in Exhibit A prior to submitting the ordinance for publishing.

Section 4. Effective Date. This Ordinance shall become effective immediately upon publication or posting, or 30 days after final passage, whichever is closer to the date of final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, ON THE 7th DAY OF JULY, 2026.

DRAPER CITY

Mayor Troy K. Walker

ATTEST:

Nicole Smedley, City Recorder

VOTE TAKEN:

Councilmember Green
Councilmember Johnson
Councilmember T. Lowery
Councilmember F. Lowry
Councilmember Dahlin
Mayor Walker

YES	NO	ABSENT
—	—	—
—	—	—
—	—	—
—	—	—
—	—	—
—	—	—

EXHIBIT A
DEVELOPMENT AGREEMENT

MASTER DEVELOPMENT AGREEMENT
FOR
KUWAHARA NURSERY

July __, 2026

WHEN RECORDED, RETURN TO:

Nicole Smedley
Draper City Recorder
1020 E Pioneer Rd.
Draper, UT 84020

**MASTER DEVELOPMENT AGREEMENT
FOR
KUWAHARA NURSERY**

THIS MASTER DEVELOPMENT AGREEMENT is made and entered into as of the ____ day of July, 2026, by and between Draper City, a Utah municipality and Alpine Homes, LLC, a limited liability company, incorporated in the state of Utah.

RECITALS

A. The capitalized terms used in this MDA and in these Recitals are defined in Section 1.2, below.

B. Master Developer is under contract to purchase and develop the Property.

C. Master Developer and the City desire that the Property be developed in a unified and consistent fashion pursuant to the Master Plan.

D. The Parties acknowledge that development of the Property pursuant to this MDA will result in significant planning and economic benefits to the City and its residents by, among other things requiring orderly development of the Property as a master planned residential development known as Kuwahara Nursery and increase revenues to the City based on improvements to be constructed on the Property. The City will benefit from detached single-family homes with a maximum density of 10.7 units per acre that are owner

occupied with rental restrictions in the CC&Rs and enforced by the HOA. The city will also receive property included as a right of way dedication for 12300 South.

E. The Parties desire to enter into this MDA to specify the rights and responsibilities of the Master Developer to develop the Property as expressed in this MDA and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this MDA.

F. The Parties understand and intend that this MDA is a “development agreement” within the meaning of, and entered into pursuant to the terms of Utah Code Ann. §10-20-101 *et seq.*

G. On July 7, 2026, the City zoned the Property RM2.

H. This MDA conforms with the intent of the City’s General Plan and the Zoning.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Master Developer hereby agree to the following:

TERMS

1. Incorporation of Recitals and Exhibits/ Definitions.

1.1. **Incorporation.** The foregoing Recitals and Exhibits “A” - “E” are hereby incorporated into this MDA.

1.2. **Definitions.** As used in this MDA, the words and phrases specified below shall have the following meanings:

1.2.1. **Act** means the Land Use, Development, and Management Act, Utah Code Ann. § 10-20-101, *et seq.*

1.2.2. **Administrator** means the person designated by the City as the Administrator of this MDA.

1.2.3. **Applicant** means a person or entity submitting a Development Application.

1.2.4. **Building Pad Lot** means a platted lot limited to the footprint of a single-family dwelling.

1.2.5. **Buildout** means the completion of all of the development on the entire Project in accordance with the approved plans.

1.2.6. **City** means Draper City, a Utah municipality.

1.2.7. **City Consultants** means those outside consultants employed by the City in various specialized disciplines such as traffic, hydrology or drainage for reviewing certain aspects of the development of the Project.

1.2.8. **City's Future Laws** means the ordinances, policies, standards, and procedures which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project and which may or may not be applicable to the Development Application depending upon the provisions of this MDA.

1.2.9. **City's Vested Laws** means the ordinances, policies, standards and procedures of the City in effect as of the date of this MDA, a digital copy of which is attached as Exhibit "C".

1.2.10. **Common Area** means all Property located within the Project not included within a Building Pad Lot

1.2.11. **Council** means the elected City Council of the City.

1.2.12. **Default** means a material breach of this MDA as specified herein.

1.2.13. **Denied** means a formal denial issued by the final decision-making body of the City for a particular type of Development Application but does not include review comments or “redlines” by City staff.

1.2.14. **Development** means the development of a portion of the Property pursuant to an approved Development Application.

1.2.15. **Development Application** means an application to the City for development of a portion of the Project including a Subdivision or any other permit, certificate or other authorization from the City required for development of the Project.

1.2.16. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. § 10-20-803 (2025), or any successor provision, and approved by the City, effectuating a Subdivision of any portion of the Project.

1.2.17. **Homeowners Association (HOA)** means a legally formed association of property owners within the Project responsible for ownership, management, maintenance, and enforcement of the Project’s Common Area, shared improvements, and CC&R’s, which is enabled by Utah Code Title 57, Chapter 8a.

1.2.18. **Master Developer** means Alpine Homes, LLC, and its assignees or transferees as permitted by this MDA.

1.2.19. **Master Plan** means the conceptual layout for Residential Dwelling Units and Public Infrastructure for the Project.

1.2.20. **Maximum Residential Units** means the development on the Property of Twenty One (21) Residential Dwelling Units.

1.2.21. **MDA** means this Master Development Agreement including all of its Exhibits.

1.2.22. **Notice** means any notice to or from any Party to this MDA that is either required or permitted to be given to another party.

1.2.23. **Open Space** shall have the meaning specified in Section 9-3-040 of the City's Vested Laws.

1.2.24. **Outsourc[e][ing]** means the process of the City contracting with City Consultants or paying overtime to City employees to provide technical support in the review and approval of the various aspects of a Development Application as is more fully set out in this MDA.

1.2.25. **Parcel** means a portion of the Property that is created by the Master Developer to be sold to a Subdeveloper as a Subdivision that is not an individually developable lot as specified in Section 5.9.

1.2.26. **Party/Parties** means, in the singular, Master Developer or the City; in the plural Master Developer and the City.

1.2.27. **Planning Commission** means the City's Planning Commission.

1.2.28. **Project** means the total development to be constructed on the Property pursuant to this MDA with the associated public and private facilities, and all of the other aspects approved as part of this MDA.

1.2.29. **Property** means the real property owned by and to be developed by Master Developer more fully described in Exhibit "A".

1.2.30. **Public Infrastructure** means those elements of infrastructure that are planned to be dedicated to the City as a condition of the approval of a Development Application.

1.2.31. **Residential Dwelling Unit** means a structure or portion thereof designed and intended for use as a detached single-family residences as illustrated on the Master Plan.

1.2.32. **Site Plan** shall have the same meaning specified in Section 9-3-040 of the City's Vested Laws.

1.2.33. **Site Plan Application** means the application to review and approve a site plan.

1.2.34. **Subdeveloper** means a person or an entity not "related" (as defined by Section 165 of the Internal Revenue Code) to Master Developer which purchases a Parcel for development.

1.2.35. **Subdivision** means the division of any portion of the Project into developable lots pursuant to State Law and/or the Zoning Ordinance.

1.2.36. **Subdivision Application** means the application to create a Subdivision.

1.2.37. **Zoning** means the zone for the Property adopted by the City on July 7th, 2026.

1.2.38. **Zoning Ordinance** means the City's Land Use and Development Ordinance adopted pursuant to the Act that was in effect as of the date of this MDA as a part of the City's Vested Laws.

2. Development of the Project.

2.2. **2.1 Compliance with the Master Plan and this MDA.** Development of the Project shall be in accordance with the City's Vested Laws, the City's Future Laws (to the extent that these are applicable as otherwise specified in this MDA), the Master Plan and this MDA.**Subdivision Format – Building Pad Lots**

2.2.1 The Project shall be platted as a subdivision consisting of up to twenty-one (21) Building Pad Lots for single-family residential units.2.2.2 Each Building Pad Lot shall be limited in size to the footprint of the residential structure.

2.2.2.1 Roof overhangs and projections: similar to Draper City Municipal Code 9-27-140(l)(2), the ordinary projections of roof overhangs shall be allowed to project 2.5' into the Common Area.

2.2.3 All Property outside of the Building Pad Lot shall be designated as Common Area owned and maintained by the Homeowners Association (HOA).

2.3. **Building Separation**

2.3.1 All dwelling units shall be constructed entirely within their respective Building Pad Lots according to the separation standards listed below and further depicted in Exhibit D.

2.3.2 The following minimum Building Pad Lot separation standards shall apply:

2.3.2.1 Front (driveway depth): minimum of twenty (20') feet from the front of the Building Pad Lot to back of curb

2.3.2.2 Rear Separation (opposite driveway): minimum of twenty-five (25) feet between Building Pad Lots

2.3.2.3 Side Separation: minimum of ten (10) feet between adjacent Building Pad Lots

2.3.2.4 All Building Pad Lots shall be a minimum of fifteen (15') feet from existing neighboring property lines.

2.3.3 Special Exceptions:

2.3.3.1 Lots 13 and 16: minimum of three (3) feet between side of Building Pad Lot and adjacent sidewalk.

2.3.3.2 Lots 11 and 19: minimum of fifteen (15) feet between east side of Building Pad Lot and adjacent sidewalk

2.4 Parking

2.4.1 Four (4) parking spaces per unit will be provided; two (2) within the garage, and two (2) on the driveway. The garage shall be a 2 car garage with a minimum inside dimension of eighteen and a half feet (18.5'), which is a deviation from Draper City Municipal Code 9-25-070(A)(3).

2.4.2 An additional 11 guest parking spaces shall be provided within common areas

2.5 Private Roads:

2.5.1 Number of Units: A maximum of twenty-one (21) units shall be permitted on private roads, which is a deviation from Draper City Municipal Code 9-27-150(A)

2.5.2 Roadway Standards: The project shall include three (3) private roads constructed as follows:

2.5.2.1 Main North-South Road (Connection to 12600 South)

2.5.2.1.1 37-foot right-of-way

2.5.2.1.2 28 feet of asphalt

2.5.2.1.3 Two (2) Type G curb and gutter on both sides

2.5.2.1.4 Five (5') foot sidewalk on one side of the road.

2.5.2.2 South Road (East-West)

2.5.2.2.1 24-foot right-of-way

2.5.2.2.2 20 feet of asphalt, a deviation from Draper City Municipal
Code 9-27-150(B)

2.5.2.2.3 Two (2) foot Type G curb and gutter on both sides

2.5.2.3 North Road (East-West)

2.5.2.3.1 26-foot right-of-way

2.5.2.3.2 22 feet of asphalt, a deviation from Draper City Municipal
Code 9-27-150(B)

2.5.2.3.3 Two (2) foot Type G curb and gutter on both sides

2.6 Community Trail

2.6.1 The Project shall include a community trail system designed to enhance internal connectivity, walkability, and access throughout the development.

2.6.2 The trail system shall consist of pedestrian pathways generally a minimum of five (5) feet in width and may be located within common areas, private roads, or within recorded easements that may be shown on the future subdivision plat.

2.6.3 The final alignment and configuration of the trail system shall be determined during the subdivision and engineering review process, and may be designed to connect residential units, open spaces, parking areas, and adjacent public or private pedestrian networks.

2.7 Rentals. The Master Developer agrees to place rental restrictions within the Homeowners Association Covenants, Conditions and Restrictions documents that will be recorded with the subdivision plat. These restrictions shall state that no more than 30% of all homes in the Project may be used as rentals. At least seventy percent (70%) of the homes in the Project shall be owner occupied.

2.8. Building Elevations. Conceptual building elevations are shown as an Exhibit E to this Agreement. The included elevations show an example of the structure and planned housing type, but are not intended to dictate building materials, final architectural designs and features, or colors.

2.9. Maximum Residential Units. Subject to Section 1.2.17, at Buildout of the Project, Master Developer shall be entitled to have developed the Maximum Residential Units as specified in and pursuant to this MDA of the type and in the general location as shown on the Master Plan.

2.10. Limitation and No Guarantee. Master Developer acknowledges that the development of the Maximum Residential Units and every other aspect of the Master Plan requires that each Development Application comply with the City's Vested Laws including, without limitation, the City's geologic hazards requirements. The City's entry into this MDA does not guarantee that the Master Developer will be able to construct the Maximum Residential Units or any other aspect of the Project until and unless all the applicable requirements of the City's Vested Laws are

complied with.

2.11. Accounting for Residential Units for Parcels Sold to Subdevelopers. Any Parcel sold by Master Developer to a Subdeveloper shall include the transfer of a specified portion of the Maximum Residential Units sold with the Parcel.

3. Vested Rights.

3.8. Vested Rights Granted by Approval of this MDA. To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this MDA grants Master Developer all rights to develop the Project in fulfillment of this MDA, the City's Vested Laws, the Zoning and the Master Plan except as specifically provided herein. The Parties specifically intend that this MDA grant to Master Developer "vested rights" as that term is construed in Utah's common law.

3.9. Exceptions. The restrictions on the applicability of the City's Future Laws to the Project as specified in Section 3.1 are subject to only the following exceptions:

3.9.1. Master Developer Agreement. City's Future Laws that Master Developer agrees in writing to the application thereof to the Project;

3.9.2. State and Federal Compliance. City's Future Laws which are generally applicable to all properties in the City and which are required to comply with State and Federal laws and regulations affecting the Project;

3.9.3. Codes. Any City's Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, fire, or

similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;

3.9.4. Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons and entities similarly situated;

3.9.5. Fees. Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law;

3.9.6. Impact Fees. Impact Fees or modifications thereto which are lawfully adopted, and imposed by the City and which meet all requirements of the U. S. Constitution, Utah Constitution, law and applicable statutes, including but not limited to Utah Code Ann. Section 11-36a-101 *et seq.*;

3.9.7. Planning and Zoning Modification. Changes by the City to its planning principles and design standards such as architectural or design requirements, setbacks or similar items so long as such changes do not work to reduce the Maximum Residential Units, are generally applicable across the entire City and

do not materially and unreasonably increase the costs of any Development; or

3.9.8. Compelling, Countervailing Interest. Laws, rules or regulations that the City's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest.

4. Term of Agreement. The effective date of this MDA shall be May 1, 2026. This MDA shall expire May 1, 2036. If Master Developer has not been declared to be currently in Default as of May 1, 2036 (and if any such Default is not being cured) then this MDA shall be automatically extended until May 1, 2038. This MDA shall also terminate automatically at Buildout.

5. Processing of Development Applications.

5.8. **Outsourcing of Processing of Development Applications.** Within twenty-one (21) calendar days after receipt of a Development Application and upon the request of Applicant the City and Applicant will confer to determine whether the City desires to Outsource the review of any aspect of the Development Application to ensure that it is processed on a timely basis. If the City determines that Outsourcing is necessary to ensure the timely processing of the Development Application then the City shall promptly estimate the reasonably anticipated differential cost of Outsourcing in good faith consultation with the Applicant (either overtime to City employees or the hiring of a City Consultant). If Applicant notifies the City that it desires to proceed with the Outsourcing based on the City's estimate of costs then Applicant shall deposit in advance with the City the estimated differential cost and the City shall

then promptly proceed with having the work Outsourced. Upon completion of the Outsourcing services and the provision by the City of an invoice (with such reasonable supporting documentation as may be requested by Applicant) for the actual differential cost (whether by way of paying a City Consultant or paying overtime to City employees) of Outsourcing, Applicant shall, within thirty (30) calendar days pay or receive credit (as the case may be) for any difference between the estimated differential cost deposited for the Outsourcing and the actual cost differential.

5.9. Acceptance of Certifications Required for Development Applications. Any Development Application requiring the signature, endorsement, or certification and/or stamping by a person holding a license or professional certification required by the State of Utah in a particular discipline shall be so signed, endorsed, certified or stamped signifying that the contents of the Development Application comply with the applicable regulatory standards of the City. The City should endeavor to make all of its redlines, comments or suggestions at the time of the first review of the Development Application unless any changes to the Development Application raise new issues that need to be addressed.

5.10. Independent Technical Analyses for Development Applications. If the City needs technical expertise beyond the City's internal resources to determine impacts of a Development Application such as for structures, bridges, water tanks, and other similar matters which are not required by the City's Vested Laws to be certified by

such experts as part of a Development Application, the City may engage such experts as City Consultants with the actual and reasonable costs being the responsibility of Applicant. The City Consultant undertaking any review by the City required or permitted by this MDA shall be selected from a list generated by the City for each such City review pursuant to a “request for proposal” process or as otherwise allowed by City ordinances or regulations. Applicant may, in its sole discretion, strike from the list of qualified proposers any of such proposed consultants so long as at least three (3) qualified proposers remain for selection. The anticipated cost and timeliness of such review may be a factor in choosing the expert. The actual and reasonable costs being the responsibility of Applicant.

5.11. City Denial of a Development Application. If the City denies a Development Application the City shall provide a written determination advising the Applicant of the reasons for denial including specifying the reasons the City believes that the Development Application is not consistent with this MDA, the Zoning and/or the City’s Vested Laws (or, if applicable, the City’s Future Laws).

5.12. Meet and Confer regarding Development Application Denials. The City and Applicant shall meet within twenty-one (21) calendar days of any Denial to resolve the issues specified in the Denial of a Development Application.

5.13. City Denials of Development Applications Based on Denials from Non-City Agencies. If the City’s denial of a Development Application is based on the denial of the Development Application by a Non-City Agency, Applicant shall appeal any such

denial through the appropriate procedures for such a decision and not through the processes specified below.

5.14. Mediation of Development Application Denials.

5.14.1. Issues Subject to Mediation. Issues resulting from the City's Denial of a Development Application that the parties are not able to resolve by "Meet and Confer" shall be mediated.

5.14.2. Mediation Process. If the City and Applicant are unable to resolve a disagreement subject to mediation, the parties shall attempt within fifteen (15) calendar days to appoint a mutually acceptable mediator with knowledge of the legal issue in dispute. If the City and Applicant are unable to agree on a single acceptable mediator they shall each, within fifteen (15) calendar days, appoint their own representative. These two representatives shall, between them, choose the single mediator. Applicant and the City shall split the fees of the chosen mediator, each Party paying 50% of the fees. The chosen mediator shall within fifteen (15) calendar days, review the positions of the parties regarding the mediation issue and promptly attempt to mediate the issue between the parties. If the parties are unable to reach agreement, the mediator shall notify the parties in writing of the ordinance that the mediator deems appropriate. The mediator's opinion shall not be binding on the parties.

5.15. Arbitration of Development Application Objections.

5.15.1. Arbitration Process. If the City and Applicant are unable to resolve an issue through mediation, the parties may then attempt within fifteen (15) calendar days to appoint a mutually acceptable arbitrator with knowledge of the legal issue in dispute. If the parties are unable to agree on a single acceptable arbitrator they shall each, within fifteen (15) calendar days, each Party shall appoint their own individual appropriate expert. These two experts shall, between them, choose the single arbitrator. Applicant and the City shall split the fees of the chosen arbitrator, each Party paying 50% of the fees. The chosen arbitrator shall within fifteen (15) calendar days, review the positions of the parties regarding the arbitration issue and render a decision. The arbitrator shall ask the prevailing party to draft a proposed order for consideration and objection by the other side. Upon adoption by the arbitrator, and consideration of such objections, the arbitrator's decision shall be final and binding upon both parties. If the arbitrator determines as a part of the decision that the City's or Applicant's position was not only incorrect but was also maintained unreasonably and not in good faith then the arbitrator may order the City or Applicant to pay the arbitrator's fees.

5.16. **Parcel Sales.** The City acknowledges that the precise location and details of the public improvements, lot layout and design and any other similar item regarding the development of a particular Parcel may not be known at the time of the creation of or sale of a Parcel. Master Developer may obtain approval of a Subdivision that

does not create any individually developable lots in the Parcel without being subject to any requirement in the City's Vested Laws to complete or provide security for any Public Infrastructure at the time of such subdivision. The responsibility for completing and providing security for completion of any Public Infrastructure in the Parcel shall be that of the Master Developer or a Subdeveloper upon a subsequent re-Subdivision of the Parcel that creates individually developable lots. However, construction of improvements shall not be allowed until the Master Developer or Subdeveloper complies with the City's Vested Laws.

6. **Application Under City's Future Laws.** Without waiving any rights granted by this MDA, Master Developer may at any time, choose to submit a Development Application for all or part of the Project under the City's Future Laws in effect at the time of the Development Application so long as Master Developer is not in current breach of this Agreement.

7. **Public Infrastructure.**

7.8. **Construction by and Master Developer.** Master Developer shall have the right and the obligation to construct or cause to be constructed and installed all Public Infrastructure reasonably and lawfully required as a condition of approval of the Development Application pursuant to the City's Vested Laws.

7.9. **Water System Maintenance.** Maintenance of the water system will be the responsibility of the homeowners' association.

7.9.1. **Private Community Responsibilities.**

7.9.1.1. **Post-Transfer Maintenance.** Once the water system has been completed and transferred, the homeowners' association will assume full responsibility for the ongoing maintenance, repairs, and upgrades of the water infrastructure. This includes ensuring compliance with water quality regulations, scheduling regular inspections, and promptly addressing any identified issues to prevent risks to public health and safety.

7.9.1.2. **Responsibility After City Water Meter.** All water infrastructure beyond the city water meter, including pipes and connections on private property, is the responsibility of the homeowners' association. The City is responsible only for infrastructure up to and including the water meter. Any issues beyond the meter, such as leaks or contamination, fall under the homeowners' association responsibility.

7.9.1.3. **Funding for Maintenance.** The homeowners' association will establish and manage a maintenance fund to cover the costs associated with the water system's upkeep. All residents will contribute to this fund through assessments or fees as determined by the homeowners' association.

7.9.1.4. **Third-Party Services.** The homeowners' association may hire licensed third-party contractors for specialized maintenance and repairs as needed. The homeowners' association will oversee these contracts and ensure contractors comply with all relevant water safety standards.

7.9.1.5. **City Oversight and Intervention.** The City reserves the right to intervene if the homeowners' association fails to maintain the water system in a manner that ensures the health and safety of the public. If the City determines that the water infrastructure poses a risk to public health, it may step in to correct deficiencies at the homeowners' association expense. Homeowners' association grants to the city an express right of entry in order to correct such deficiencies that are contemplated by this section. Additionally, the City has the authority to conduct routine flushing, water quality sampling, and other necessary testing to ensure compliance with health and safety standards. However, the City is not responsible for any infrastructure failures, damages, or disruptions resulting from these activities or from issues within the private water system.

7.10. **Bonding.** If and to the extent required by the City's Vested Laws, unless otherwise provided by Chapter 10-20-807 of the Utah Code as amended, security for any Public or private Infrastructure is required by the City, the Applicant shall provide it in a form acceptable to the City as specified in the City's Vested Laws. Partial releases of any such required security shall be made as work progresses based on the City's Vested Laws.

8. Upsizing/Reimbursements to Master Developer.

8.8. **"Upsizing".** The City shall not require Master Developer to "upsized" any future Public Infrastructure (i.e., to construct the infrastructure to a size larger than

required to service the Project) unless financial arrangements reasonably acceptable to Master Developer are made to compensate Master Developer for the incremental or additive costs of such upsizing. For example, if an upsizing to a water pipe size increases costs by 10% but adds 50% more capacity, the City shall only be responsible to compensate Master Developer for the 10% cost increase. An acceptable financial arrangement for upsizing of improvements means reimbursement agreements, payback agreements, and impact fee credits and reimbursements.

9. Default.

9.8. Notice. If Master Developer, a Subdeveloper, or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a Default has occurred shall provide Notice to the other Party. If the City believes that the Default has been committed by a Subdeveloper then the City shall also provide a courtesy copy of the Notice to Master Developer.

9.9. Contents of the Notice of Default. The Notice of Default shall:

9.9.1. Specific Claim. Specify the claimed event of Default;

9.9.2. Applicable Provisions. Identify with particularity the provisions of any applicable law, rule, regulation or provision of this MDA that is claimed to be in Default;

9.9.3. Materiality. Identify why the Default is claimed to be material; and

9.9.4. Optional Cure. If the City chooses, in its discretion, it may propose a

method and time for curing the Default which shall be of no less than thirty (30) calendar days duration.

9.10. Meet and Confer, Mediation, Arbitration. Upon the issuance of a Notice of Default the parties shall engage in the “Meet and Confer” and “Mediation” processes specified in Sections 5.5 and 5.7. If the claimed Default is subject to Arbitration as provided in Section 5.8 then the parties shall follow such processes.

9.11. Remedies. If the parties are not able to resolve the Default by “Meet and Confer” or by “Mediation”, and if the Default is not subject to arbitration then the parties may have the following remedies, except as specifically limited in 9.9:

9.11.1. Law and Equity. All rights and remedies available at law and in equity, including, but not limited to, injunctive relief and/or specific performance.

9.11.2. Security. The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.

9.11.3. Future Approvals. The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project in the case of a default by Master Developer, or in the case of a default by a Subdeveloper, development of those Parcels owned by the Subdeveloper until the Default has been cured.

9.12. Public Meeting. Before any remedy in Section 9.4 may be imposed by the City the party allegedly in Default shall be afforded the right to attend a public meeting before the City Council and address the City Council regarding the claimed Default.

9.13. **Emergency Defaults.** Anything in this MDA notwithstanding, if the City Council finds on the record that a default materially impairs a compelling, countervailing interest of the City and that any delays in imposing such a default would also impair a compelling, countervailing interest of the City then the City may impose the remedies of Section 9.4 without the requirements of Sections 9.5. The City shall give Notice to Master Developer and/or any applicable Subdeveloper of any public meeting at which an emergency default is to be considered and the Master Developer and/or any applicable Subdeveloper shall be allowed to address the City Council at that meeting regarding the claimed emergency Default.

9.14. **Extended Cure Period.** If any Default cannot be reasonably cured within thirty (30) calendar days then such cure period shall be extended so long as the defaulting party is pursuing a cure with reasonable diligence.

9.15. **Default of Assignee.** A default of any obligations assumed by an assignee shall not be deemed a default of Master Developer.

9.16. **Limitation on Recovery for Default – No Damages.** Anything in this MDA notwithstanding no Party shall be entitled to any claim for any monetary damages as a result of any breach of this MDA and each Party waives any claims thereto. The sole remedy available to Master Developer or any Subdeveloper shall be that of specific performance.

10. **Notices.** All notices required or permitted under this MDA shall, in addition to any other means of transmission, be given in writing by certified mail and regular mail to the

following address:

To the Master Developer:

Austin Richards
Alpine Homes, LLC
11814 S. Election Rd, Suite 150
Draper, UT 84020
arichards@alpinehomes.com
801-838-9990

With a Copy to:

Christian Lawler
Geonerco Management, LLC
18329 98th Avenue NE, Suite 300
Bothell, WA 87011
clawler@geonerco.com
206-352-2020

To the City:

Draper City
Attn: City Manager
Mike Barker
1020 East Pioneer Road
Draper, UT 84020
mike.barker@draperutah.gov
(801) 576-6500

With a Copy to:

Draper City
Attn: City Attorney
Traci Gundersen
1020 East Pioneer Road
Draper, UT 84020
traci.gundersen@draperutah.gov
(801) 576-6500

10.8. Effectiveness of Notice. Except as otherwise provided in this MDA, each Notice

shall be effective and shall be deemed delivered on the earlier of:

10.8.1. Hand Delivery. Its actual receipt, if delivered personally, by courier service, or by facsimile provided that a copy of the facsimile Notice is mailed or personally delivered as set forth herein on the same day and the sending party has confirmation of transmission receipt of the Notice. If the copy is not sent on the same day, then notice shall be deemed effective the date that the mailing or personal delivery occurs.

10.8.2. Electronic Delivery. Its actual receipt if delivered electronically by email provided that a copy of the email is printed out in physical form and mailed or personally delivered as set forth herein on the same day and the sending party has an electronic receipt of the delivery of the Notice. If the copy is not sent on the same day, then notice shall be deemed effective the date that the mailing or personal delivery occurs.

10.8.3. Mailing. On the day the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail. Any party may change its address for Notice under this MDA by giving written Notice to the other party in accordance with the provisions of this Section.

11. Headings. The captions used in this MDA are for convenience only and are not intended to be substantive provisions or evidences of intent.

12. No Third-Party Rights/No Joint Venture. This MDA does not create a joint venture

relationship, partnership or agency relationship between the City, or Master Developer.

Further, the parties do not intend this MDA to create any third-party beneficiary rights. The Parties acknowledge that this MDA refers to a private development and that the City has no interest in, responsibility for or duty to any third parties concerning any improvements to the Property or unless the City has accepted the dedication of such improvements at which time all rights and responsibilities—except for warranty bond requirements under City's Vested Laws and as allowed by state law—for the dedicated public improvement shall be the City's.

13. **Assignability.** The rights and responsibilities of Master Developer under this MDA may be assigned in whole or in part, respectively, by Master Developer with the consent of the City as provided herein.

13.8. **Sale of Lots.** Master Developer's selling or conveying lots in any approved Subdivision or Parcels to builders, users, or Subdevelopers, shall not be deemed to be an "assignment" subject to the above-referenced approval by the City unless specifically designated as such an assignment by Master Developer.

13.9. **Related Entity.** Master Developer's transfer of all or any part of the Property to any entity "related" to Master Developer (as defined by regulations of the Internal Revenue Service in Section 165), Master Developer's entry into a joint venture for the development of the Project or Master Developer's pledging of part or all of the Project as security for financing shall also not be deemed to be an "assignment" subject to the above-referenced approval by the City unless specifically designated

as such an assignment by the Master Developer. Master Developer shall give the City Notice of any event specified in this sub-section within fifteen (15) calendar days after the event has occurred. Such Notice shall include providing the City with all necessary contact information for the newly responsible party.

13.10. Notice. Master Developer shall give Notice to the City of any proposed assignment and provide such information regarding the proposed assignee that the City may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing the City with all necessary contact information for the proposed assignee.

13.11. Time for Objection. Unless the City objects in writing within thirty (30) calendar days of notice, the City shall be deemed to have approved of and consented to the assignment.

13.12. Partial Assignment. If any proposed assignment is for less than all of Master Developer's rights and responsibilities then the assignee shall be responsible for the performance of each of the obligations contained in this MDA to which the assignee succeeds. Upon any such approved partial assignment Master Developer shall not be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations herein.

13.13. Denial. The City may only withhold its consent if the City is not reasonably satisfied of the assignee's financial ability to perform the obligations assigned by Master Developer, proposed to be assigned, or if there is an existing breach of a

development obligation owed to the City by the assignee or related entity that has not either been cured or in the process of being cured in a manner acceptable to the City. Any refusal of the City to accept an assignment shall be subject to the "Meet and Confer" and "Mediation" processes specified in Sections 5.5 and 5.7. If the refusal is subject to Arbitration as provided in Section 5.8 then the Parties shall follow such processes.

13.14. **Assignees Bound by MDA.** Any assignee shall consent in writing to be bound by the assigned terms and conditions of this MDA as a condition precedent to the effectiveness of the assignment. That consent shall specifically acknowledge the provisions of Section 2.

14. **Binding Effect.** If Master Developer sells or conveys Parcels of lands to Subdevelopers or related parties, the lands so sold and conveyed shall bear the same rights, privileges, configurations, and number of Residential Dwelling Units as applicable to such Parcel and be subject to the same limitations and rights of the City when owned by or Master Developer and as set forth in this MDA without any required approval, review, or consent by the City except as otherwise provided herein.

15. **No Waiver.** Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

16. **Severability.** If any provision of this MDA is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this MDA shall be deemed

amended to the extent necessary to make it consistent with such decision and the balance of this MDA shall remain in full force and affect.

17. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

18. **Time is of the Essence.** Time is of the essence to this MDA and every right or responsibility shall be performed within the times specified.

19. **Appointment of Representatives.** To further the commitment of the Parties to cooperate in the implementation of this MDA, the City and Master Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Master Developer. The initial representative for the City shall be the City Manager. The initial representative for Master Developer shall be Austin Richards. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this MDA and the development of the Project.

20. **Applicable Law.** This MDA is entered into in Salt Lake County in the State of Utah

and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

21. **Venue.** Any action to enforce this MDA shall be brought only in the Third District Court for the State of Utah, Salt Lake City Division.

22. **Entire Agreement.** This MDA, and all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.

23. **Mutual Drafting.** Each Party warrants that they have had the opportunity to be represented by competent legal counsel and have participated in negotiating and drafting this MDA; therefore, no provision of this MDA shall be construed for or against any Party based on which Party drafted any particular portion of this MDA.

24. **Recordation and Running with the Land.** This MDA shall be recorded in the chain of title for the Project. This MDA shall be deemed to run with the land. The data disk of the City's Vested Laws, Exhibit "C", shall not be recorded in the chain of title. A secure copy of Exhibit "C" shall be filed with the City Recorder and each party shall also have an identical copy.

25. **Authority.** The Parties to this MDA each warrant that they have all of the necessary authority to execute this MDA. Specifically, on behalf of the City, the signature of the City Manager of the City is affixed to this MDA lawfully binding the City pursuant to Ordinance No. _____ adopted by the City on July 7, 2026.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein above written.

MASTER DEVELOPER
party to MDA

CITY
Draper City

By: _____
Its: _____
Date: _____

By: _____,
Its: City Manager
Date: _____

Approved as to form and legality:

Attest:

City Attorney

City Recorder

CITY ACKNOWLEDGMENT

STATE OF UTAH)
 :SS.
COUNTY OF SALT LAKE)

On the ____ day of _____, 2026 personally appeared before me _____, who being by me duly sworn, did say that he is the City Manager of Draper City, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its City Council and said City Manager acknowledged to me that the City executed the same.

NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

MASTER DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
 :SS.
COUNTY OF SALT LAKE)

On the ____ day of _____, 2026 personally appeared before me
_____, who being by me duly sworn, did say that he/she is the
_____ of _____, a Utah _____ and that the foregoing instrument
was duly authorized by the company at a lawful meeting held by authority of its operating
agreement and signed in behalf of said company.

NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

TABLE OF EXHIBITS

Exhibit "A"	Legal Description of Property
Exhibit "B"	Master Plan
Exhibit "C"	City's Vested Laws
Exhibit "D"	Site Plan
Exhibit "E"	Building Elevation Concept

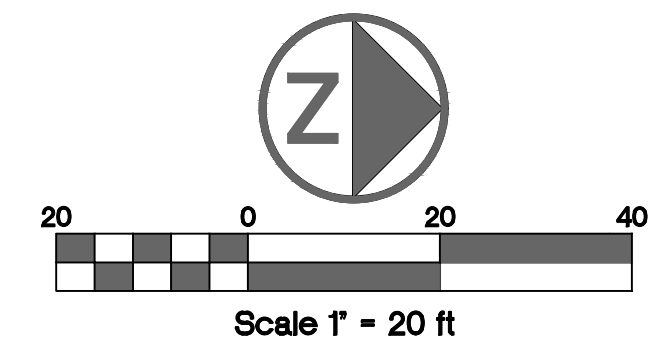
Exhibit "A"
Legal Description of Property

A TRACT OF LAND BEING SITUATE IN THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, HAVING A BASIS OF BEARINGS OF SOUTH 76°54'44" WEST FROM THE FOUND MONUMENT IN THE INTERSECTION OF 700 WEST AND 12210 SOUTH AND THE FOUND MONUMENT IN THE INTERSECTION OF 815 WEST AND 12240 SOUTH, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF RIVER PARK ESTATES PHASE 1 SUBDIVISION WHICH IS SOUTH 00°05'11" EAST ALONG THE SECTION LINE 506.25 FEET TO THE CENTER LINE MONUMENT IN THE INTERSECTION OF 700 WEST AND 12210 SOUTH; THENCE SOUTH 76°54'45" WEST 636.49 FEET; THENCE SOUTH 16.21 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 26 AND RUNNING; THENCE SOUTH 89°53'46" EAST ALONG THE SAID SOUTH LINE OF RIVER PARK ESTATES PHASE 1 SUBDIVISION 238.66 FEET TO THE WEST LINE OF DRAPER MILL SUBDIVISION; THENCE SOUTH 00°05'11" EAST ALONG SAID DRAPER MILL SUBDIVISION 350.40 FEET TO THE NORTHERLY RIGHT OF WAY OF 12300 SOUTH STREET AND THE POINT OF A 7,947.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG THE NORTHERLY RIGHT OF WAY OF 12300 SOUTH STREET AND SAID CURVE A DISTANCE OF 239.01 FEET THROUGH A CENTRAL ANGLE OF 01°43'23" (CHORD BEARS SOUTH 86°51'32" WEST 239.00 FEET) TO THE EAST LINE OF RIVER PARK ESTATES PHASE 2 SUBDIVISION; THENCE NORTH 00°05'11" WEST ALONG SAID EAST LINE OF RIVER PARK ESTATES PHASE 2 SUBDIVISION 363.93 FEET TO THE POINT OF BEGINNING.

CONTAINS 85,384 SQUARE FEET OR 1.960 ACRES, MORE OR LESS.

Exhibit "B"
Master Plan



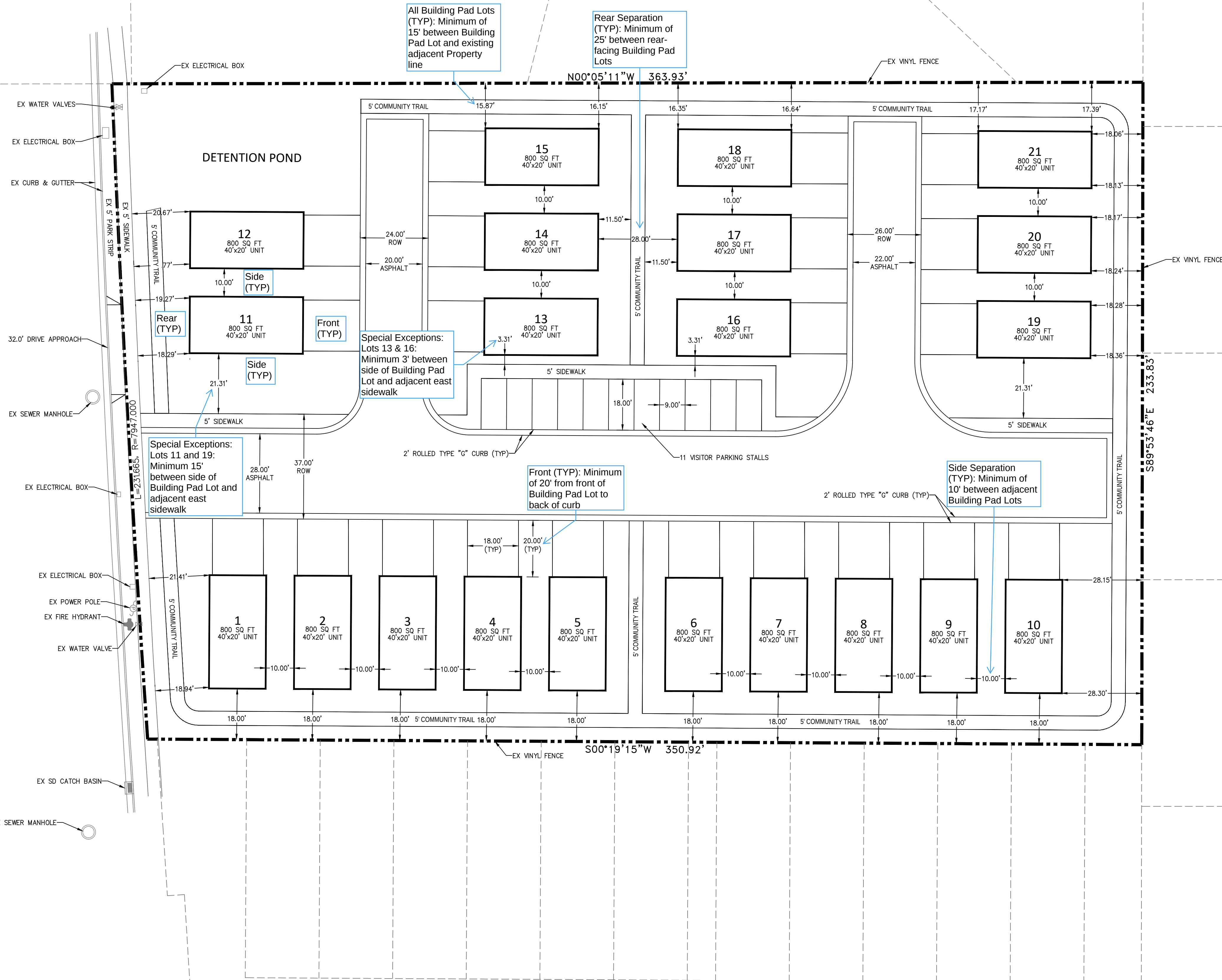


WILDING
ENGINEERING

14721 SOUTH HERITAGE DREST WAY
BLUFFDALE, UTAH 84065
801.553.8112
WWW.WILDINGENGINEERING.COM

DRAWING NOTES:

12300 SOUTH



G:\DATA\25632 Alpine Homes - 762 W 12300 S Draper\dwg\25632 Concept Plan.dwg
PLOT DATE: Apr 30, 2025

NO.	REVISION	DATE

PROJECT INFORMATION

762 WEST 12300 SOUTH

CONCEPT SITE PLAN

DRAPER, UTAH

DRAWN BDA	CHECKED	PROJECT # 25632
ENGINEER'S STAMP		DATE 4/30/26
		SCALE 1" = 20'
		SHEET CONCEPT

Exhibit "C"
City's Vested Laws

Exhibit "D"
Concept Site Plan



12300 SOUTH



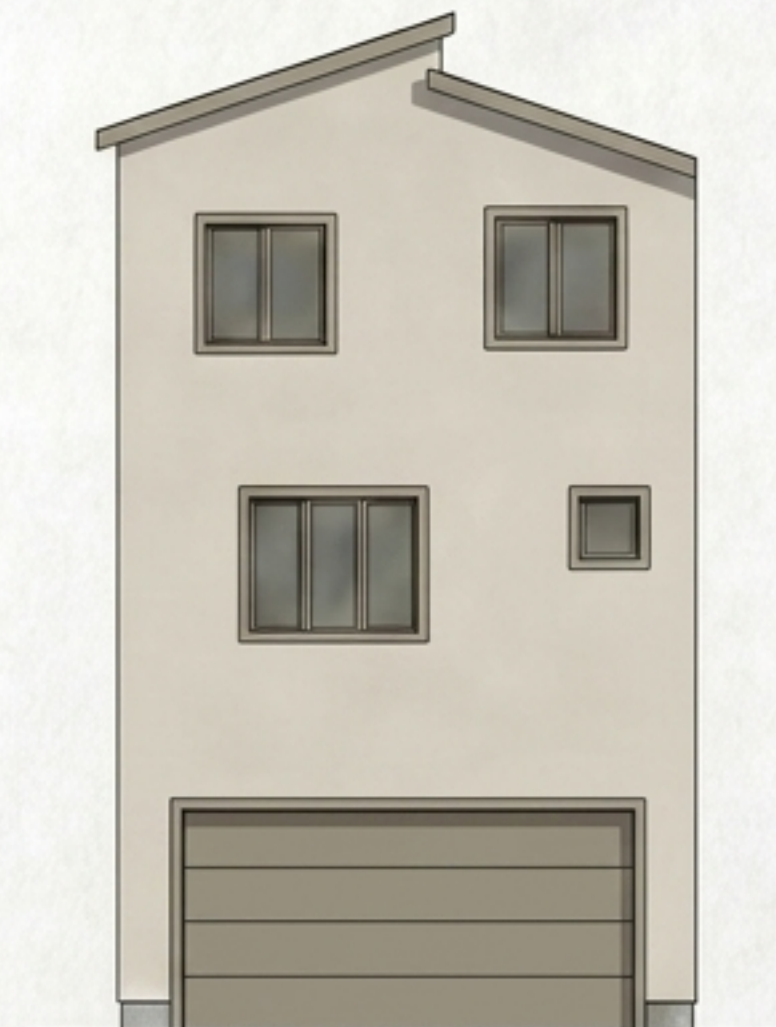
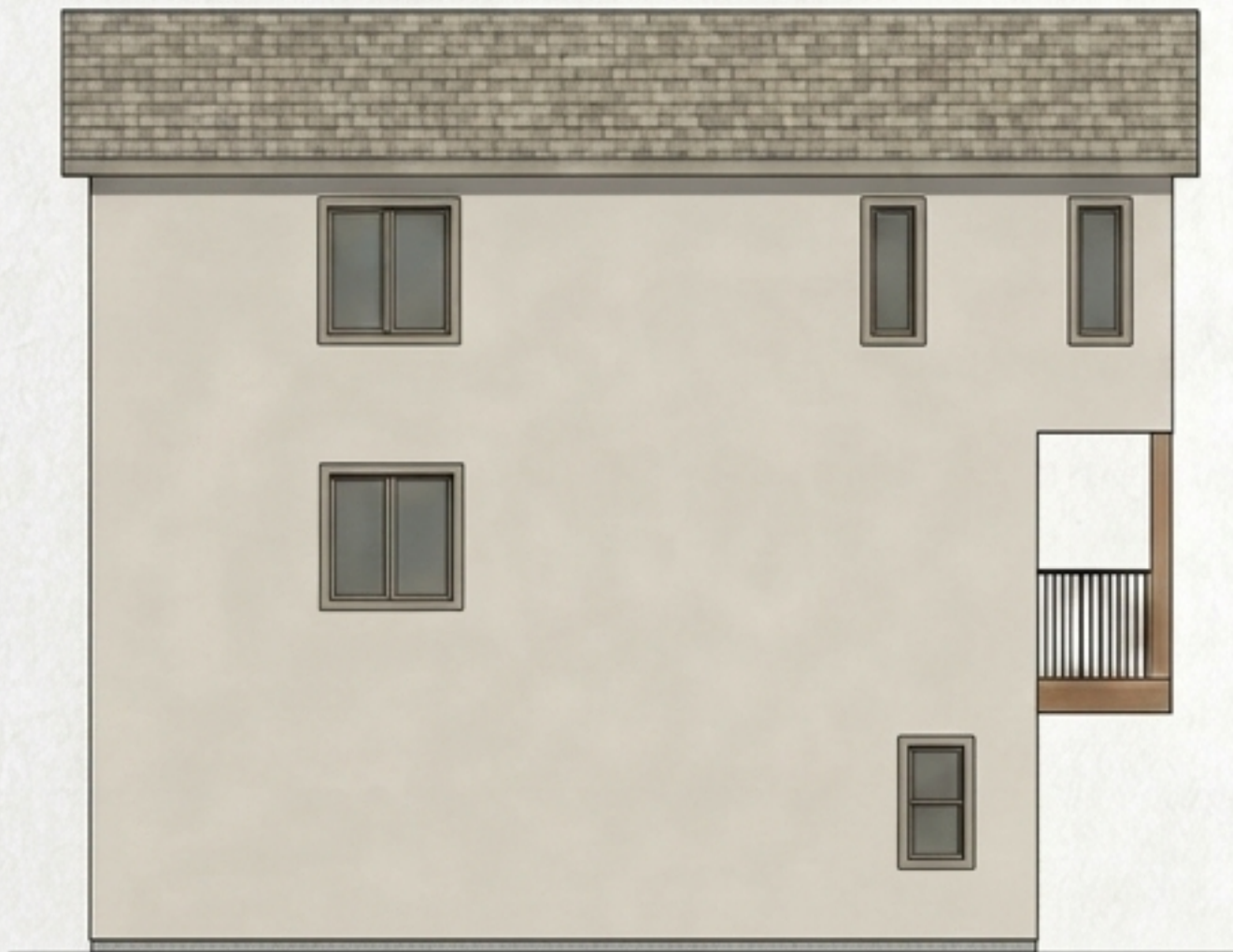
NO.	REVISION	DATE

762 WEST 12300 SOUTH

DRAPER, UTAH

DRAWN BDA	CHECKED	PROJECT # 25632
	DATE 4/30/26	
	SCALE 1" = 20'	
	SHEET CONCEPT	
ENGINEER'S STAMP		

Exhibit "E"
Building Elevation Concept





Development Review Committee

1020 East Pioneer Road

Draper, UT 84020

June 17, 2026

To: Draper City Planning Commission
Business Date: June 25, 2026

From: Development Review Committee

Prepared By: Todd Draper, AICP, Planning Manager
Planning Division
Community Development Department
801-576-6335, todd.draper@draperutah.gov

Re: **Kuwahara Nursery – Land Use Map Amendment, Zoning Map Amendment, and Development Agreement Requests**

Application No.: 2026-0021-DA, 2026-0020-MA, 2026-0019-MA

Applicant: Cameron Smith, representing Alpine Homes, LLC and Kuwahara Produce, LLC

Project Location: 762 W. 12300 S.

Current Zoning: CO1 (Professional Office) Zone

Acreage: Approximately 1.95 Acres (Approximately 84,942 ft²)

Request: Request for approval of a Land Use Map Amendment, Zoning Map Amendment and a Development Agreement to allow for the construction of 21 detached Single-Family Dwellings on the property.

BACKGROUND AND SUMMARY

This application is a request for approval of a Land Use Map Amendment to the Residential High Density Designation, a Zoning Map Amendment to the RM2 (Multiple-Family Residential) zone, and a Development Agreement for approximately 1.95 acres located on the north side of 12300 South, at approximately 762 W. 12300 S. (Exhibit B & C). The property is currently zoned CO1. The applicant is requesting that the requests be approved to allow for the development of the site for construction of 21 detached Single-Family Dwellings.

There are multiple buildings located on the site. The initial structure built on the property



existed in 1977, predating city incorporation, and is located towards the east side of the property. The property has been in the ownership of various members of the Kuwahara family since 1992. Additional buildings have been added to the property in approximately 2000, 2009, 2012, 2015, and 2018. The site has operated under temporary use permits as either a produce stand or Christmas tree lot since approximately December of 2005. Currently the site is operating as a temporary produce stand under the name Sandy's Farmer's Market LLC.

ANALYSIS

General Plan and Zoning.

Table 1	General Plan and Zoning Designations	Exhibit
Existing Land Use	Office/Service	Exhibit D
Current Zoning	CO1	Exhibit E
Proposed Use	High Density Residential	
Adjacent Zoning		
East	RM2 (Multiple-Family Residential)	
West	RA2 (Residential Agricultural, 20,000 ft ² min lot size)	
North	RA2 (Residential Agricultural, 20,000 ft ² min lot size)	
South	RA1 (Residential Agricultural, 40,000 ft ² min lot size)	

The Office/Service land use designation is characterized as follows:

Office/Service

LAND USE DESCRIPTION	
CHARACTERISTICS	- Includes a variety of office and service uses that range from residential scale and character to major offices that have multiple stories and underground parking, which generate moderate traffic volumes - Development and landscaping standards vary, depending upon the location of the use, and underlying zoning regulations - For minor offices strict development and landscaping requirements will protect adjacent residential uses - For major offices and services, arterial access is desirable and should be located around the central business district, other major commercial cores, or freeway interchanges and away from residential areas
LAND USE MIX	- Small-scale commercial - Planned retail - Office buildings
DENSITY	Up to 12 dwelling units per acre for residential
COMPATIBLE ZONING	- Professional Office (CO2) - Professional Office (CO1) - Office Residential (OR)
LOCATION	Near retail centers, offices, or other compatible uses

According to Draper City Municipal Code (DCMC) Section 9-8-020 the purpose of the CO zones is to *“provide locations primarily along arterial or major collector streets which will accommodate offices or laboratories for professional persons and other related uses. The zone is intended to provide availability of professional services conveniently to all neighborhoods in the city. Two (2) CO zones are provided: CO1 and CO2. CO1 zones are intended to allow office and related uses on relatively small tracts of land so they can be conveniently and compatibly located adjacent to residential areas. CO2 zones allow larger office and related use developments adjacent to commercial areas and away from residential areas. Typical uses in this zone include offices for doctors, dentists, accountants, and other similar professions, medical and dental laboratories, and pharmacies.”*

Land Use Map Amendment. The applicant has requested a land use amendment to the Residential High Density land use designation (Exhibit I). The proposed designation is compatible with the requested zoning designation of RM2. The Residential High Density land use designation is described as follows:

Residential High Density

LAND USE DESCRIPTION		
CHARACTERISTICS	• Abundant landscaping • Architectural variation between units and/or buildings, designed to look like houses, not boxes • Avoid walls and fences, except for screening and buffering with neighboring developments	
LAND USE MIX	Primary • Patio homes • Townhouses • Multifamily housing	Secondary • Parks • Churches • Schools • Open Space
DENSITY	• Density range: 8-12 dwelling units per acre	
COMPATIBLE ZONING	• Institutional care (IC) • Multiple-family Residential (RM1) • Multiple-family Residential (RM2) • Master Planned Community (MPC)	
LOCATION	• Near retail centers, offices, or other compatible uses • Near major transit investment corridors	
OTHER CRITERIA	• Care must be taken to minimize impacts on other residential areas to provide adequate circulation to accommodate the traffic demands • The developer must demonstrate that the project provides a quality living environment	

Zoning Map Amendment. The applicant has requested the RM2 zoning designation for the property (Exhibit I). According to Draper DCMC Section 9-8-020, the purpose of the RM2 zone is to *“permit well designed apartments, townhomes, twin homes, and condominiums at relatively high densities that are appropriately buffered from and compatible with surrounding land uses.”*

Development Agreement. A copy of the draft development agreement is included in this report as Exhibit H. It will also include a conceptual site plan and conceptual architectural elevations that are included as separate exhibits to this report (Exhibits F and G). As part of the Development Agreement the applicant is proposing to create a Home Owners Association (HOA) to manage the private roadways and water connection and to include in the CC&R's restrictions requiring that 70% of the units to be owner occupied and limiting rentals to 30% the units. As benefits to the city, the agreement calls out the maximum proposed density of 10.7 units per gross acre and the agreement to add owner occupancy requirements into the CC&R's. The draft agreement also indicates that the city would receive right-of-way dedication for 12300 S. Street dedication along 12300 S. is a requirement for development of the site with or without a Development Agreement.

Site Plan Layout. A conceptual site plan is included as an exhibit to the Development Agreement and has been included in this report as Exhibit F. If the Land Use Map Amendment, Zoning Map Amendment and Development Agreement are approved by the City Council, a separate site plan application will be required in order to finalize details regarding construction and landscaping of the site based in accordance with the approved concept plan (Exhibit F) and the Development Agreement (Exhibit H). The site is laid out along a central access street that generally consists of twenty-eight feet (28') of pavement, two feet (2') of curb and gutter on each side, and a five foot (5') wide sidewalk along the west side of the access. Two smaller private streets, with pavement widths of twenty feet (20') and twenty-two feet (22') respectively, provide access to dwellings located west of the main access.

The maximum density for the project is set in the Development Agreement at twenty-one (21) dwelling units, or 10.7 dwelling units per gross acre. The design of the site utilizes a construct called a Building Pad Lot which is defined in the Development Agreement as a lot encompassing the footprint of a single proposed single-family dwelling. These Building Pad Lots measure forty feet (40') deep by twenty feet (20') wide. Additional allowances for eaves and decorative features to overhang the lot boundaries and encroach into the common area of the development by up to two and one-half feet (2.5') are also included within the proposed Development Agreement.

The front of each Building Pad Lot is defined as the side which contains the garage door. Each Building Pad Lot is setback from the curb along the adjacent private street by a minimum of twenty feet (20'). The side opposite the garage or driveway is defined as the rear of the Building Pad Lot and will be setback a minimum of twenty-five feet (25') from other Building Pad Lots. The sides of each Building Pad Lot will be separated by a minimum of ten feet (10'). All Building Pad Lots will be located a minimum of fifteen feet (15') from existing neighboring property lines. Side setback exceptions for Lots 13 and 16 to be as little as three feet (3') from the adjacent sidewalk and Lots 11 and 19 to be fifteen feet (15') from the sidewalk are also included within the development agreement.

Table 2 **Site Design Requirements**

Standard	DCMC Requirements (RM2 zone)	Proposal (Development Agreement)	Notes
Lot/Parcel Size	4,000 ft ²	800 ft ²	Allowed with Development Agreement
Street Frontage	None required	Building Pad Lots do not have frontage on a street	
Setbacks-			
Front	20'	20' between back of curb and Building Pad Lot on garage side.	Complies with intent of DCMC
Rear	20'	25' between rear side of Building Pad Lots (front entry door).	Allowed with Development Agreement
Side	5'	10' between Building Pad Lots	Complies with intent of DCMC

Subdivision Layout. If the development requests are approved by the City Council, Subdivision Plat applications will be required. Dedication of right-of-way for the public street along 12300 South will be required to be completed as part of any subdivision plat approval. The subdivision plat layout would follow the same layout as the conceptual site plan. The proposed lots are 800 ft² in size which is smaller than the otherwise required minimum lot size in the RM2 zone of 4,000 ft², which represents a requested deviation within the Development Agreement. After subtracting the area allocated to streets and right-of-way, including the visitor parking from the total gross acreage and dividing that by the maximum unit count, the calculated ratio of net area per dwelling unit is approximately 2,956 ft². Modifications to otherwise applicable zoning standards are allowed as part of a Development Agreement under the provisions of DCMC Section 9-5-200 and applicable Utah Code in Section 10-20-101 et seq. (as amended) regarding Development Agreements.

Streets and Circulation. The concept plan (Exhibit F) deviates from the typical requirements of the DCMC to provide sidewalks on both sides of the private streets. A five foot (5') wide sidewalk will be provided along the west side of the private street that connects to 12300 S and the proposed guest parking. No sidewalks are proposed for either of the other two private streets that run east to west. A five foot (5') wide community trail is planned to provide internal pedestrian circulation from the front entry of each unit to the sidewalk.

Per the Development Agreement, the private street right-of-way widths vary in width from twenty-four feet (24') to thirty-seven feet (37'). The proposed private street designs and narrower street width for the two smaller streets do represent deviations from the typically required cross section for a private street serving up to 20 single-family homes as found in DCMC Section 9-27-150. Additionally, under the Development Agreement the applicant is seeking approval to exceed the twenty (20) unit single-family home limit of that same Section by one (1) additional dwelling unit.

Landscaping. The Development Agreement (Exhibit H) and Concept Plan (Exhibit F) do not address how common areas of the site would be landscaped. Landscaping will be addressed at the time of the site plan application and will be required to adhere to the then current landscaping requirements found within the DCMC. A street tree plan in compliance with the DCMC will be required to be submitted for review and approval as part of a Subdivision Application.

Parking. According to the proposed concept plan (Exhibit F), eleven (11) visitor or guest parking stalls will be provided directly to the west of the main access road into the property. These parking stalls meet the minimum dimensions for a parking stall specified in the DCMC of nine feet (9') wide by eighteen feet (18') deep. Each dwelling unit will contain a garage that will have an interior dimension of eighteen and one-half feet wide (18.5') and twenty feet (20') deep. This width does not meet the minimum required dimension of twenty feet (20') for a two-car garage as listed in DCMC Section 9-25-070. As part of the Development Agreement the applicant is requesting approval for a modified standard to allow the proposed interior width of the garages to count as two parking spaces within an enclosed garage. A driveway with a minimum depth of twenty feet (20') and width of eighteen feet (18') will provide access to each garage from the adjacent private street and two (2) additional parking spaces in tandem with those located in the garage per the Development Agreement.

Table 3 **Parking Requirements**

Standard	DCMC Requirements	Proposal	Notes
Parking Required (Min/Max)			
Single-family Dwelling	2 spaces within an enclosed garage. (10' x 20' per space)	2 Spaces within an enclosed garage (9.25' X20' per space). 2 tandem spaces behind garage on common area driveway.	Deviation requested per Development Agreement
Guest Parking	n/a	11 spaces	

Pedestrian Connections	Safety features required	Partially but not fully identified on concept plan	Addressed at time of site plan and subdivision applications.
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Architecture. Conceptual architectural elevations are included in this report as Exhibit G. The elevations are not scaled and do not include dimensions; however, the Development Agreement indicates that the footprint of each home will be forty feet (40') deep by twenty feet (20') wide and staff was able to calculate a rough approximate height of thirty-two feet (32') tall based on the given dimensions of the Building Pad Lots. Per the RM2 zone the maximum height for a main building is capped at thirty-five feet (35'). The elevations depict a three-story single-family dwelling with a split pitched roof with short roof overhangs on three of the four sides. The second and third stories are cantilevered out approximately five feet (5') over the first floor on the entry door side which is located on the rear of each dwelling. Specific colors and materials are not identified, on the conceptual elevations but the plans depict the potential use of muted tan and brown tones. Per the language in the Development Agreement, the provided conceptual architectural elevations do not dictate any features, materials, or colors and the developer could submit completely different architectural designs at the time of development.

Lighting. Lighting was not addressed on the provided conceptual site plan (Exhibit F), conceptual architectural elevation Plans (Exhibit G), or within the Development Agreement (Exhibit H). Street lighting will be addressed at the time of the Subdivision Plat. All other lighting will be required to comply with the residential standards as found in the DCMC.

Fencing. The conceptual plan (Exhibit F) indicates that there is existing white vinyl fencing along the east, west, and north sides of the property. There is no existing or proposed fencing along the south of the property adjacent to 12300 S.

Criteria For Approval.

A Map Amendment is a matter committed to the legislative discretion of the City Council and is not controlled by any one standard. However, in making a recommendation to the City Council, the Planning Commission should consider the following factors in Section 9-5-060(E) of the DCMC:

1. Map Amendments:

- a. Whether the proposed amendment is consistent with goals, objectives and policies of the city's general plan;*
- b. Whether the proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property;*
- c. Whether the proposed amendment is consistent with the standards of any applicable overlay zone;*

- d. *The extent to which the proposed amendment may adversely affect adjacent property; and*
- e. *The adequacy of facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, and wastewater and refuse collection.*

The Land Use Map amendment request falls under DCMC Section 9-2-020(F) because the Land Use Map is part of Draper City's General Plan. That section lists the following criteria for a General Plan amendment as:

Plan Amendment: All plan amendments shall be in accordance with Utah Code Annotated 10-9a-404, as amended and, unless requested by the city's legislative body, shall follow the procedures as outlined in Draper City Municipal Code 9-5-060(D). That section is noted as follows:

- D. *Procedure: Zoning text and map amendments shall be considered and processed as provided in this subsection:*
 - 1. *A complete application shall be submitted to the office of the zoning administrator in a form established by the administrator along with any fee established by the city's schedule of fees. The application shall include at least the following information:*
 - a. *The name, address and telephone number of the applicant and the applicant's agent, if any.*
 - b. *The name and address of every person or company the applicant represents.*
 - c. *The requested amendment and reasons supporting the request.*
 - d. *If the proposed amendment requires a change in the zoning map, the application shall include:*
 - (1) *An accurate property map showing present and proposed zoning classifications;*
 - (2) *All abutting properties showing present zoning classifications; and*
 - (3) *An accurate legal description and an approximate common address of the area proposed to be rezoned.*
 - e. *If the proposed amendment requires a change in the text of this title, the application shall include chapter and section references and a draft of the proposed text.*
 - 2. *After the application is determined to be complete, the zoning administrator shall prepare a staff report evaluating the application.*
 - 3. *The planning commission shall schedule and hold a public hearing on the application as provided in sections 9-5-040 and 9-5-045 of this*

chapter. Following the public meeting, the planning commission shall recommend approval, approval with modifications, or denial of the proposed amendment and shall submit its recommendation to the city council for review and decision.

4. *The city council shall schedule and hold a public hearing on the application as provided in sections 9-5-040 and 9-5-045 of this chapter. Following the public hearing, the city council may approve, approve with modifications, or deny the proposed amendment.*

The DCMC does not contain criteria for review and potential approval of a Development Agreement. It does, however; contain a list of items that are required as part of an Agreement and limitations to a Development Agreement, as found in DCMC Section 9-5-200(C) and (D). This section depicts the required materials for such requests as:

- C. *Procedure: All development agreements, upon proper execution, shall be recorded with the respective County Recorder's Office, shall run with the land, and shall be binding on all successors in the ownership of the affected property. A development agreement shall contain, at a minimum, the following:*

1. *A legal description of the land subject to the development agreement.*
2. *The restrictions or conditions to be attached to the property including development standards and the provision of public facilities.*
3. *The configuration of the project as shown on a project master plan.*
4. *A statement of the benefits and value the development agreement will have for the City as a whole, including, but not limited to, assurances of design standards, dedication and improvement of open space, parks, trails, amenities, or infrastructure such as public rights-of-way or utilities.*
5. *The time frames for performance by the parties.*
6. *A description of the various City approvals required before the commencement of construction and other procedures that will be required after approval of the development agreement.*
7. *Provisions for enforcement of the terms and conditions of the development agreement.*
8. *Provisions for making amendments to the development agreement.*
9. *The time limitation of the agreement.*
10. *Such other terms as may be proposed and agreed to between the City and developer or subdivider.*

- D. *Limitations:*

1. *A development agreement under this section may not:*
 - a. *Limit the City's authority in the future to:*
 - i. *Enact a land use regulation; or*
 - ii. *Take any action allowed under Utah Code Annotated Section 10-8-84, as amended;*

- b. *Require the City to change the zoning designation of an area of land within the City in the future; or*
 - c. *Contain a term that conflicts with, or is different from, a standard set forth in an existing land use regulation that governs the area subject to the development agreement, unless the city council approves the development agreement in accordance with the same procedures for enacting a land use regulation under Utah Code Annotated Section 10-9a-502, including a review and recommendation from the planning commission and a public hearing.*
- 2. *The City may not require a development agreement as the only option for developing land within the City.*
- 3. *To the extent that a development agreement does not specifically address a matter or concern related to land use or development, the matter or concern is governed by;*
 - a. *Utah Code Annotated 10-9a-530, as amended; and*
 - b. *Applicable land use regulations of this Title.*

REVIEWS

Planning Division Review. The Draper City Planning Division has completed their review of the Land Use Map Amendment, Zoning Map Amendment and Development Agreement submissions. Comments from this division, if any, can be found in Exhibit A.

Engineering and Public Works Divisions Review. The Draper City Engineering and Public Works Divisions have completed their reviews of the Land Use Map Amendment, Zoning Map Amendment and Development Agreement submissions. Comments from these divisions, if any, can be found in Exhibit A.

Building Division Review. The Draper City Building Division has completed their review of the Land Use Map Amendment, Zoning Map Amendment and Development Agreement submissions. Comments from this division, if any, can be found in Exhibit A.

Fire Division Review. The Draper City Fire Marshal has completed his review of the Land Use Map Amendment, Zoning Map Amendment and Development Agreement submissions. Comments from this division, if any, can be found in Exhibit A.

GIS Division Review. The Draper City GIS Division has completed their review of the Land Use Map Amendment, Zoning Map Amendment and Development Agreement submissions. submission. Comments from this division, if any, can be found in Exhibit A.

Legal Division Review. The Draper City Attorney has completed their review of the Land Use Map Amendment, Zoning Map Amendment and Development Agreement submissions. Comments from this division, if any, can be found in Exhibit A.

Noticing. Notice has been properly issued in the manner outlined in the City and State Codes.

STAFF RECOMMENDATION

Staff recommends that the Planning Commission review the requests, hear from the applicant, receive public comment, and make recommendations to the City Council based on the findings and criteria for approval, or denial, as listed within the staff report.

MODEL MOTIONS

Development Agreement

Sample Motion for Positive Recommendation – I move that we forward a positive recommendation to the City Council for the Kuwahara Nursery Development Agreement as requested by Cameron Smith, representing Alpine Homes, LLC and Kuwahara Produce, LLC, application 2026-0021-DA, based on the findings for approval as listed in the Staff Report dated June 17, 2026.

Findings for Approval:

1. The proposed development agreement complies DCMC Section 9-5-200(C) and (D).

Sample Motion for Modified Positive Recommendation I– I move that we forward a positive recommendation to the City Council for the Kuwahara Nursery Development Agreement as requested by Cameron Smith, representing Alpine Homes, LLC and Kuwahara Produce, LLC, application 2026-0021-DA, based on the findings for approval listed in the Staff Report dated June 17, 2026, and as modified by the following additional findings or specific recommendations:

1. (List any additional findings...)
2. (List any specific recommendations...)

Sample Motion for Denial – I move that we forward a negative recommendation to the City Council for the Kuwahara Nursery Development Agreement as requested by Cameron Smith, representing Alpine Homes, LLC and Kuwahara Produce, LLC, application 2026-0021-DA, based on the findings for denial as listed in the Staff Report dated June 17, 2026

Findings for Denial:

1. The proposed development agreement does not comply with DCMC Section 9-5-200(C) and (D).

Land Use Map Amendment

Sample Motion for Positive Recommendation – I move that we forward a positive recommendation to the City Council for the Land Use Map Amendment to Residential High Density, as requested by Cameron Smith, representing Alpine Homes, LLC and Kuwahara Produce, LLC, application 2026-0019-MA, based on the findings for approval as listed in the Staff Report dated June 17, 2026.

Findings for Approval:

1. The proposed land use map amendment is consistent with goals, objectives and policies of the city's general plan.
2. The proposed land use map amendment is harmonious with the overall character of existing development in the vicinity of the subject property.
3. The proposed land use map amendment is consistent with the standards of any applicable overlay zone.
4. The proposed land use map amendment will not adversely affect adjacent property.
5. Adequate facilities and services exist to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, and wastewater and refuse collection.
6. The proposed land use map amendment complies with DCMC Section 9-2-020(F).
7. The legislative body may adopt any amendment to the general plan land use map that the legislative body considers appropriate.

Sample Motion for Modified Positive Recommendation I– I move that we forward a positive recommendation to the City Council for the Land Use Map Amendment to Residential High Density, as requested by Cameron Smith, representing Alpine Homes, LLC and Kuwahara Produce, LLC, application 2026-0019-MA, based on the findings for approval as listed in the Staff Report dated June 17, 2026, together with the following additional or modified findings:

1. (List any additional or modified findings...)

Sample Motion for Denial – I move that we forward a negative recommendation to the City Council for the Land Use Map Amendment to Residential High Density, as requested by Cameron Smith, representing Alpine Homes, LLC and Kuwahara Produce, LLC, application 2026-0019-MA, based on the findings for denial as listed in the Staff Report dated June 17, 2026

Findings for Denial:

1. The proposed land use map amendment is not consistent with goals, objectives and policies of the city's general plan.

1. The proposed land use map amendment is not harmonious with the overall character of existing development in the vicinity of the subject property.
2. The proposed land use map amendment would be inconsistent with the standards of any applicable overlay zone.
3. The proposed land use map amendment will adversely affect adjacent property.
4. Adequate facilities and services to serve the subject property do not exist, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, wastewater disposal, or refuse collection.
5. The legislative body may reject any amendment to the general plan land use map that the legislative body considers appropriate.

Zoning Map Amendment

Sample Motion for Positive Recommendation – I move that we forward a positive recommendation to the City Council for the Zoning Map Amendment to the RM2 Zone, as requested by Cameron Smith, representing Alpine Homes, LLC and Kuwahara Produce, LLC, application 2026-0020-MA, based on the findings for approval as listed in the Staff Report dated June 17, 2026.

Findings for Approval:

1. The proposed zoning map amendment is consistent with goals, objectives and policies of the city's general plan.
2. The proposed zoning map amendment is harmonious with the overall character of existing development in the vicinity of the subject property.
3. The proposed zoning map amendment is consistent with the standards of any applicable overlay zone.
4. The proposed zoning map amendment will not adversely affect adjacent property.
5. Adequate facilities and services exist to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, and wastewater and refuse collection.

Sample Motion for Modified Positive Recommendation I– I move that we forward a positive recommendation to the City Council for the Zoning Map Amendment to the RM2 Zone, as requested by Cameron Smith, representing Alpine Homes, LLC and Kuwahara Produce, LLC, application 2026-0020-MA, based on the findings for approval as listed in the Staff Report dated June 17, 2026, together with the following additional or modified findings:

1. (List any additional or modified findings or conditions...)

Sample Motion for Denial – I move that we forward a negative recommendation to the City Council for the Zoning Map Amendment to the RM2 Zone, as requested by Cameron Smith, representing Alpine Homes, LLC and Kuwahara Produce, LLC, application 2026-0020-MA, based on the findings for denial as listed in the Staff Report dated June 17, 2026

Findings for Denial:

1. The proposed zoning map amendment is not consistent with goals, objectives and policies of the city's general plan.
2. The proposed zoning map amendment is not harmonious with the overall character of existing development in the vicinity of the subject property.
3. The proposed zoning map amendment will adversely affect adjacent property.
4. Adequate facilities and services to serve the subject property do not exist, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, wastewater disposal, or refuse collection.

DEVELOPMENT REVIEW COMMITTEE ACKNOWLEDGEMENT

We, the undersigned, as duly appointed members of the Draper City Development Review Committee, do acknowledge that the application which provides the subject for this staff report has been reviewed by the Committee and has been found to be appropriate for review by the Draper City Planning Commission and/or City Council.

Brien Maxfield

Digitally signed by Brien Maxfield
DN: C=US, E=brien.maxfield@draperutah.gov,
O=Draper, OU=Public Works - Engineering,
CN=Brien Maxfield
Date: 2026.06.18 10:42:59-06'00'

Draper City Public Works Department

Don Buckley

Digitally signed by Don Buckley
DN: C=US,
E=don.buckley@draper.ut.us,
O=Draper City Fire Department,
OU=Fire Marshal, CN=Don Buckley
Date: 2026.06.18 12:24:45-06'00'

Draper City Fire Department

Matt Symes

Digitally signed by Matt Symes
DN: C=US, E=MattSymes@draperutah.gov,
O=Draper City Corporation, CN=Matt Symes
Date: 2026.06.18 21:19:46-06'00'

Draper City Building Division

Todd Draper

Digitally signed by Todd Draper
DN: C=US,
E=todd.draper@draperutah.gov,
O=Draper City Community
Development Department,
OU=Planning and Zoning,
CN=Todd Draper
Date: 2026.06.18 10:31:29-06'00'

Draper City Planning Division

Draper City Legal Counsel

EXHIBIT A DEPARTMENT REVIEWS

REVIEWS ARE NOT MEANT TO BE AN ALL INCLUSIVE LIST OF POSSIBLE COMMENTS OR CONDITIONS.

Planning Division Review.

1. The draft development agreement will need to have formatting and typographical issues corrected prior to being presented to the City Council for their review. In particular this includes adding in correct dates and formatting for written dates where applicable throughout the document. Also the required street dedication is for the public road on 12300 S and 12600 South.
2. Staff recommends that the width of the units and garage be increased so that the typical twenty-foot (20') minimum interior width and depth for two parking stalls located within a garage be maintained.
3. Staff recommends that exterior design, including quality materials and a typical color palate be set as part of the development agreement so that the individual units withing the project will have a cohesive design.

Engineering and Public Works Divisions Review.

1. We have reviewed the subject zone map amendment application, proposing 1.95 acres to be zoned from Professional Office (CO1) to Residential/Multifamily (RM2) in accordance with the provisions of Section 9-5-060(E)(1)(e) of the Draper City Municipal Code (DCMC). We speak primarily to the adequacy of facilities and services intended to serve the subject property. In making an amendment, the City Council should consider the following factors. Accordingly, the following comments are recommended for your consideration Other than noted below, we are not aware of any inadequacies of the facilities intended to serve this property.
 - a. The change in zone from professional office (CO1) to residential/multifamily (RM2) would change the general use of the zone and the nature of the traffic impacts. The proposed change to RM2 is the highest residential density zone with the greatest potential of residential traffic, typically consisting of morning and evening peaks and general traffic throughout the week and weekend. This differs from the existing zone, where a commercial zone has differing traffic patterns based on use and intensity. The fronting street to the subject site is 12300 South, classified as an arterial street. This classification

consists of the greatest traffic volume in the city. It is owned by Utah Department of Transportation (UDOT). Based on the capacity of the fronting public street, 12300 South, the change to residential zoning does not represent a significant increase in density. Mitigation measures would be analyzed with a proposed use. Typically, a use where 100 peak hour trips are generated triggers the need to have a traffic impact study (TIS) completed to analyze mitigation requirements. The size of the subject parcel and the potential number of trips generated from a parcel of this size does not automatically trigger a TIS. There are public frontage improvements fronting the public street and maintaining those will be a requirement of any site development.

- b. Connectivity with the subject parcel to public rights-of-way is to 12300 South. Access onto the fronting street would be permitted through both UDOT and the city. Based on the size and location of the subject parcel, would be limited to a single access point for any development. Accesses are required to meet Draper City standards as outlined in our Master Transportation Plan and city code. Any development will need to be evaluated for access location due to the required spacing along 12300 South. Access is evaluated at the time of a site plan or subdivision application.
 - c. There are existing storm drainage facilities fronting the subject parcel. Any future site drainage will be required to be addressed with any subdivision or site plan application and shall comply with the provisions of the development requirements within the Draper City Municipal Code.
 - d. Sanitary sewer facilities will be provided by Jordan Basin Improvement District. Any subdivision or site plan application will require a commitment to serve from the sewer district that facilities are adequate to provide service for the proposed uses.
 - e. Drinking water is provided by the city to the subject parcel. Any subdivision or site plan application will require review and evaluation by the city to ensure adequate supply, transmission and source for the proposed use. All improvements shall comply with the provisions of the city code and standards.
2. Accordingly, we will provide comments relative to the potential construction activities when the appropriate application is received. Thank you for the opportunity to review the Zone Amendment Request.

Building Division Review.

1. Building Division review of the Development Agreement is not an approval of any geotechnical investigation requirements.

Fire Division Review.

1. No additional comments.

GIS Division Review.

1. No additional comments.

Legal Division Review.

1. The Draper City legal division has some concerns with this development agreement as it functions as a contract. In short, the agreement may not have adequate consideration, which could render the agreement void. For this reason, the legal division advises that the agreement remain under negotiation and review until such a time that adequate consideration attaches to the agreement and the agreement can be considered valid, objective, and enforceable.

Each development agreement is a contract. Each contract requires three essential elements. Those elements are: offer, acceptance, and consideration. As to the matter of offer and acceptance, the proposed terms that will go before the council make up the offer. The council's legislative action on the proposed terms will serve as either acceptance or rejection of the offer.

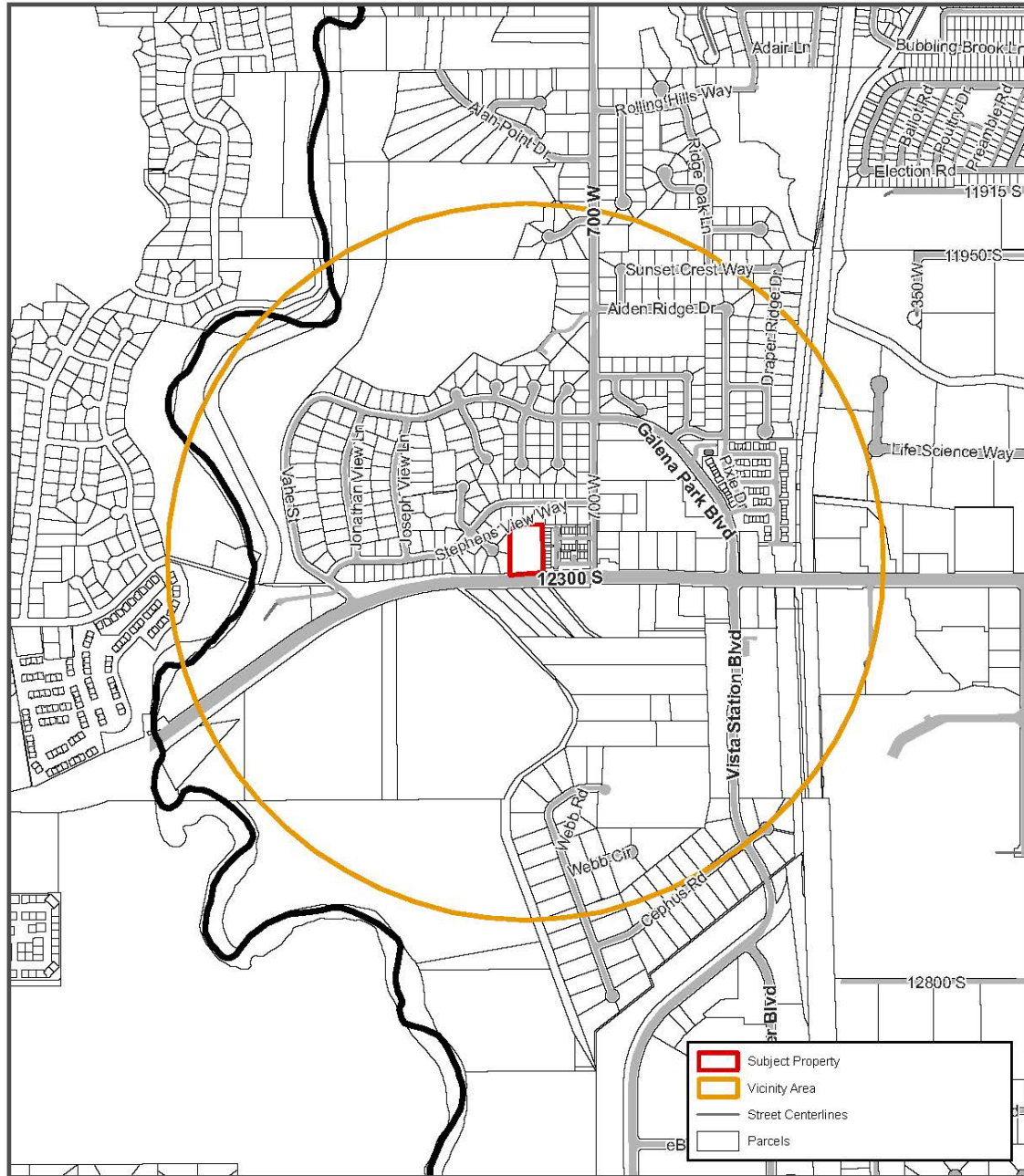
Consideration in a contract is, "Something (such as an act, a forbearance, or a return promise) bargained for and received by a promisor from a promisee." See Black's Law Dictionary, Eighth Ed. Each party to a contract serves as a promisor and promisee. In this case, the applicant has promised, "orderly development of the property as a master planned residential development,... increase[d] revenues to the city based on improvements to be constructed on the property,... detached single-family homes with a maximum density of 10.7 units per acre,... and property included as a right of way dedication for 12600 South."

These promises are a cause of concern when compared to applicable provisions of Title 9 of the Draper City Municipal Code ("DCMC") as well as state laws governing land use. Orderly development pursuant to the master plan is required by the DCMC. The applicant has not demonstrated how city revenue will increase by the redevelopment of the property. As this development would replace a commercial use with a residential use, it could be argued that revenues to the city may decrease. The number of units per

acre proposed surpasses what would be feasible in the RM2 zone, and so the density serves as a benefit to the applicant and not the city. Dedication of property for right-of-way is a standard condition of development for developments across the city with or without a development agreement.

Conditions upon which the legal division would recommend that the planning commission forward a positive recommendation to the city council are: if after the planning commission meeting, the applicant includes additional promises or bargained for benefits in the development agreement; and those promises or bargained for benefits are not already required by standard development procedures, the city code, or state law.

EXHIBIT B
VICINITY MAP





Date Printed: 6/12/2026

Kuwahara Nursery D.A., LUMA and ZMA

762 W. 12300 S.

0 0.15 0.3
mi

N



EXHIBIT C
AERIAL MAP





Date Printed: 6/12/2026

Kuwahara Nursery D.A., LUMA and ZMA

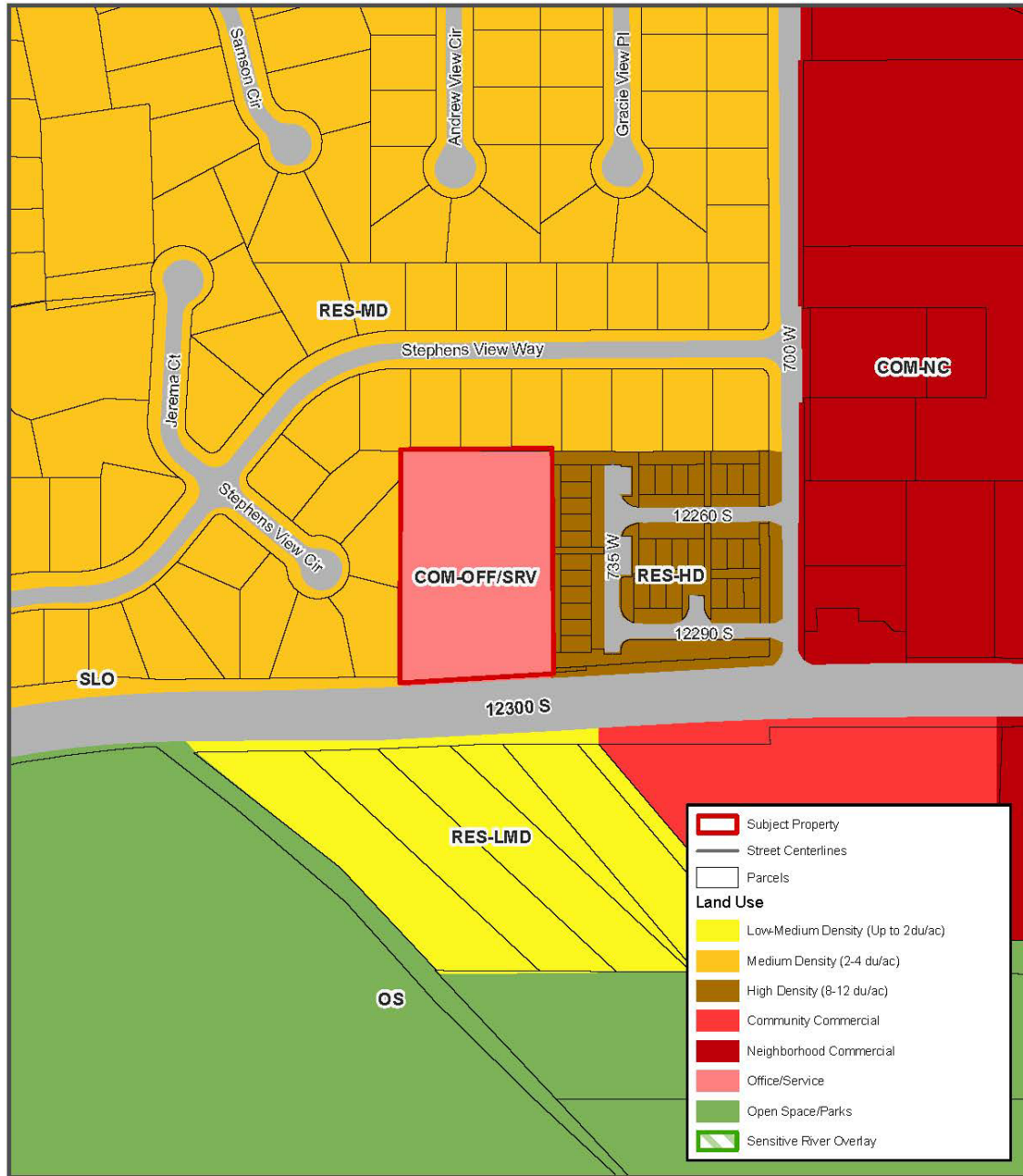
762 W. 12300 S.

0 0.03 0.06
mi

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EXHIBIT D LAND USE MAP





DRAPER
UTAH

Date Printed: 6/12/2026

Kuwahara Nursery D.A., LUMA and ZMA

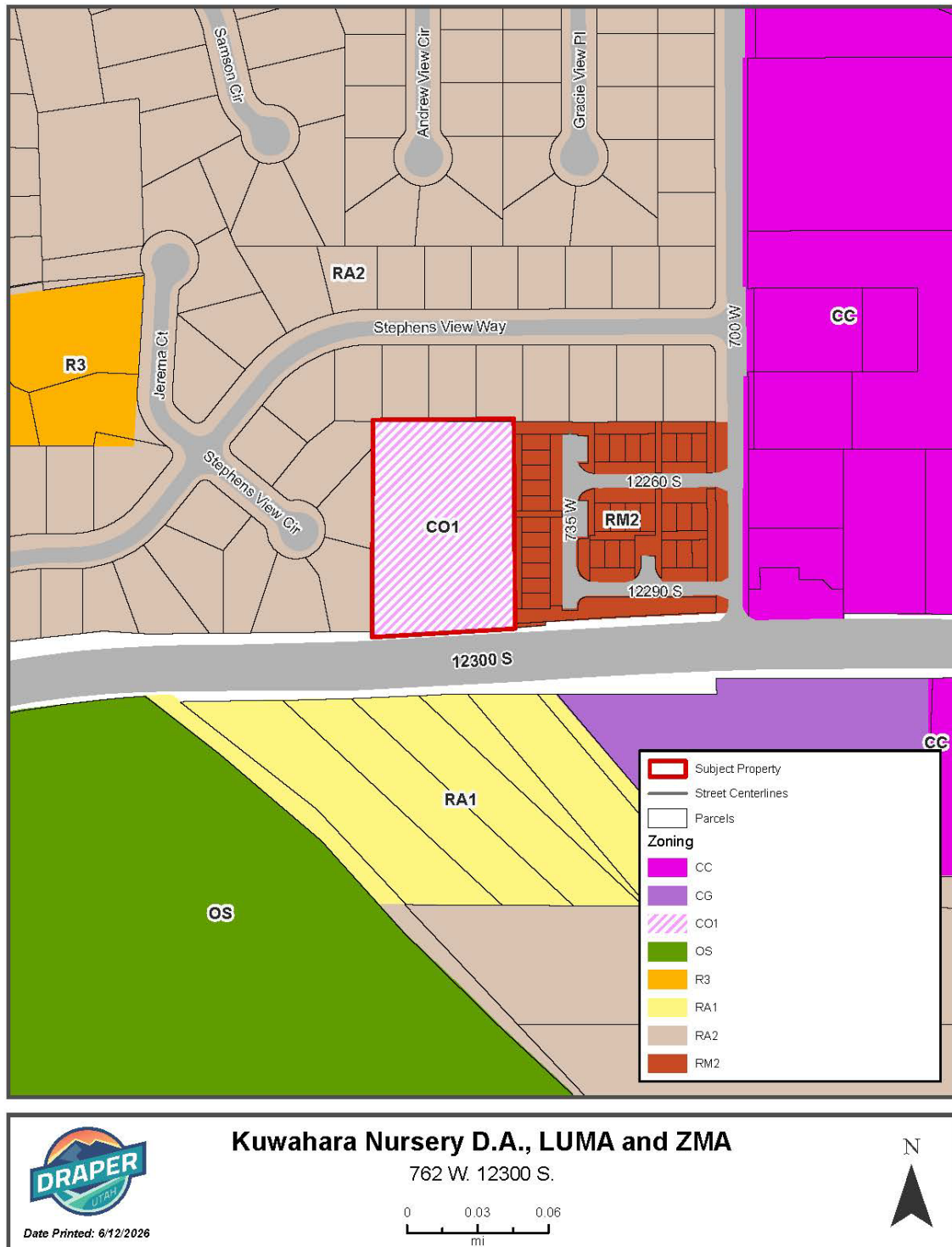
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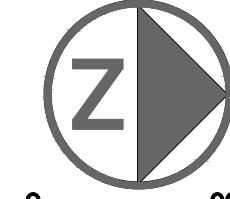
EXHIBIT E ZONING MAP



**EXHIBIT F
SITE PLAN**



DRAWING NOTES:



Scale 1" = 20 ft



NO.	REVISION	DATE

762 WEST 12300 SOUTH

DRAPER, UTAH

	DATE 4/30/26
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SHEET

ENGINEER'S STAMP	CONCEPT
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G:\DATA\25632 Alpine Homes - 762 W 12300 S Draper\dwg\25632 Concept Plan.dwg
PLOT DATE: Apr 30, 2026

EXHIBIT G
ELEVATIONS

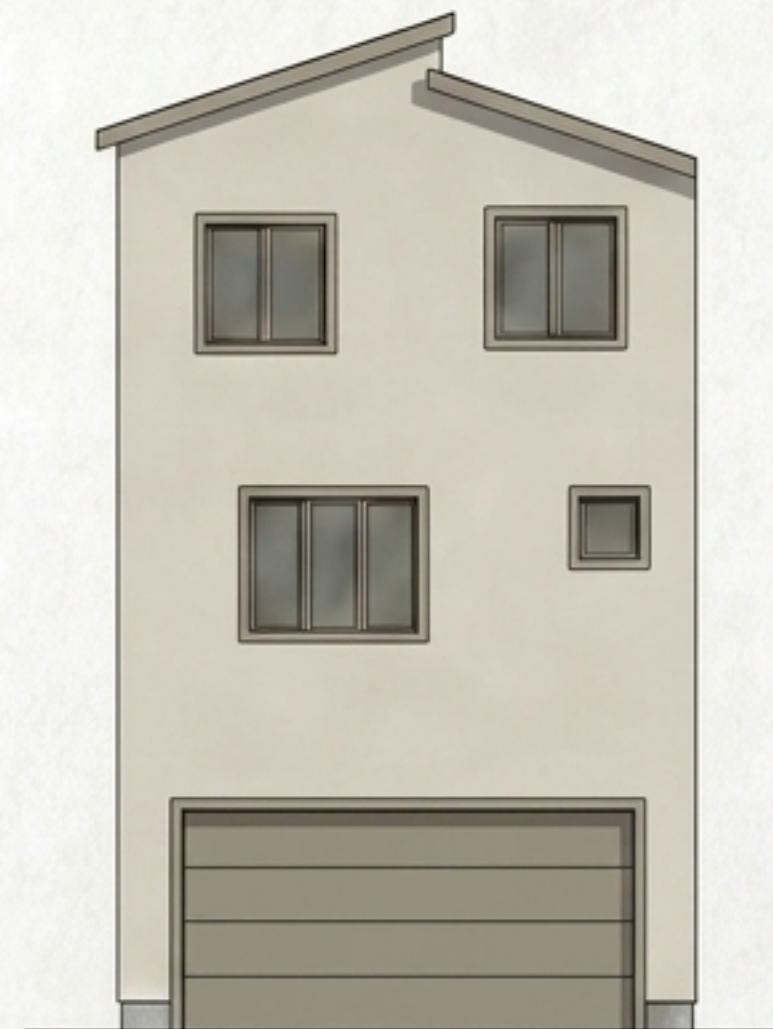
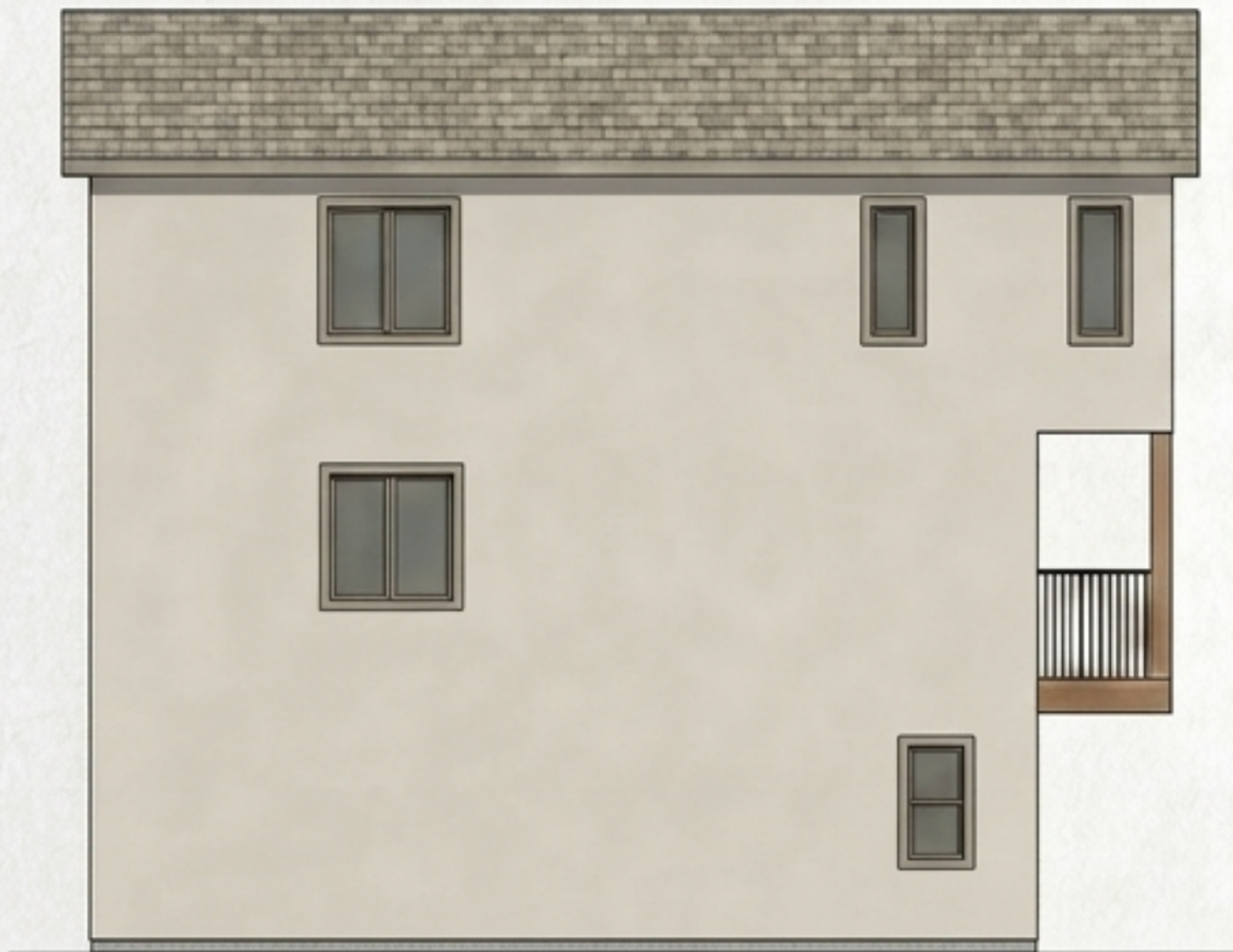


EXHIBIT H
DEVELOPMENT AGREEMENT

**MASTER DEVELOPMENT AGREEMENT
FOR
KUWAHARA NURSERY**

Month xx, 2026

DRAFT

WHEN RECORDED, RETURN TO:

**Nicole Smedley
Draper City Recorder
1020 E Pioneer Rd.
Draper, UT 84020**

**MASTER DEVELOPMENT AGREEMENT
FOR
KUWAHARA NURSERY**

THIS MASTER DEVELOPMENT AGREEMENT is made and entered into as of the xx day of July, 2026, by and between Draper City, a Utah municipality and Alpine Homes, LLC, a limited liability company, incorporated in the state of Utah.

RECITALS

- A. The capitalized terms used in this MDA and in these Recitals are defined in Section 1.2, below.
- B. Master Developer is under contract to purchase and develop the Property.
- C. Master Developer and the City desire that the Property be developed in a unified and consistent fashion pursuant to the Master Plan.
- D. The Parties acknowledge that development of the Property pursuant to this MDA will result in significant planning and economic benefits to the City and its residents by, among other things requiring orderly development of the Property as a master planned residential development known as Kuwahara Nursery and increase revenues to the City based on improvements to be constructed on the Property. The City will benefit from detached single-family homes with a maximum density of 10.7 units per acre that are owner occupied with rental restrictions in the CC&Rs and enforced by the HOA. The city will also receive property included as a right of way

dedication for 12600 South.

E. The Parties desire to enter into this MDA to specify the rights and responsibilities of the Master Developer to develop the Property as expressed in this MDA and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this MDA.

F. The Parties understand and intend that this MDA is a “development agreement” within the meaning of, and entered into pursuant to the terms of Utah Code Ann. §10-20-101 *et seq.*

G. On July 7, 2026, the City zoned the Property RM2.

H. This MDA conforms with the intent of the City’s General Plan and the Zoning.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Master Developer hereby agree to the following:

TERMS

1. Incorporation of Recitals and Exhibits/ Definitions.

1.1. **Incorporation.** The foregoing Recitals and Exhibits “A” - “E” are hereby incorporated into this MDA.

1.2. **Definitions.** As used in this MDA, the words and phrases specified below shall have the following meanings:

1.2.1. **Act** means the Land Use, Development, and Management Act, Utah Code Ann. § 10-20-101, *et seq.*

1.2.2. **Administrator** means the person designated by the City as the Administrator of this MDA.

1.2.3. **Applicant** means a person or entity submitting a Development Application.

1.2.4. **Building Pad Lot** means a platted lot limited to the footprint of a single-family dwelling.

1.2.5. **Buildout** means the completion of all of the development on the entire Project in accordance with the approved plans.

1.2.6. **City** means Draper City, a Utah municipality.

1.2.7. **City Consultants** means those outside consultants employed by the City in various specialized disciplines such as traffic, hydrology or drainage for reviewing certain aspects of the development of the Project.

1.2.8. **City's Future Laws** means the ordinances, policies, standards, and procedures which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project and which may or may not be applicable to the Development Application depending upon the provisions of this MDA.

1.2.9. **City's Vested Laws** means the ordinances, policies, standards and procedures of the City in effect as of the date of this MDA, a digital copy of which is attached as Exhibit "C".

1.2.10. **Common Area** means all Property located within the Project not included within a Building Pad Lot

1.2.11. **Council** means the elected City Council of the City.

1.2.12. **Default** means a material breach of this MDA as specified herein.

1.2.13. **Denied** means a formal denial issued by the final decision-making body of the City for a particular type of Development Application but does not include review comments or “redlines” by City staff.

1.2.14. **Development** means the development of a portion of the Property pursuant to an approved Development Application.

1.2.15. **Development Application** means an application to the City for development of a portion of the Project including a Subdivision or any other permit, certificate or other authorization from the City required for development of the Project.

1.2.16. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. § 10-20-803 (2025), or any successor provision, and approved by the City, effectuating a Subdivision of any portion of the Project.

1.2.17. **Homeowners Association (HOA)** means a legally formed association of property owners within the Project responsible for ownership, management, maintenance, and enforcement of the Project’s Common Area, shared improvements, and CC&R’s, which is enabled by Utah Code Title 57, Chapter 8a.

1.2.18. **Master Developer** means Alpine Homes, LLC, and its assignees or transferees as permitted by this MDA.

1.2.19. **Master Plan** means the conceptual layout for Residential Dwelling Units and Public Infrastructure for the Project.

1.2.20. **Maximum Residential Units** means the development on the Property of Twenty One (21) Residential Dwelling Units.

1.2.21. **MDA** means this Master Development Agreement including all of its Exhibits.

1.2.22. **Notice** means any notice to or from any Party to this MDA that is either required or permitted to be given to another party.

1.2.23. **Open Space** shall have the meaning specified in Section 9-3-040 of the City's Vested Laws.

1.2.24. **Outsource[e][ing]** means the process of the City contracting with City Consultants or paying overtime to City employees to provide technical support in the review and approval of the various aspects of a Development Application as is more fully set out in this MDA.

1.2.25. **Parcel** means a portion of the Property that is created by the Master Developer to be sold to a Subdeveloper as a Subdivision that is not an individually developable lot as specified in Section 5.9.

1.2.26. **Party/Parties** means, in the singular, Master Developer or the City; in the plural Master Developer and the City.

1.2.27. **Planning Commission** means the City's Planning Commission.

1.2.28. **Project** means the total development to be constructed on the Property pursuant to this MDA with the associated public and private facilities, and all of the other aspects approved as part of this MDA.

1.2.29. **Property** means the real property owned by and to be developed by Master Developer more fully described in Exhibit "A".

1.2.30. **Public Infrastructure** means those elements of infrastructure that are planned to be dedicated to the City as a condition of the approval of a Development Application.

1.2.31. **Residential Dwelling Unit** means a structure or portion thereof designed and intended for use as a detached single-family residences as illustrated on the Master Plan.

1.2.32. **Site Plan** shall have the same meaning specified in Section 9-3-040 of the City's Vested Laws.

1.2.33. **Site Plan Application** means the application to review and approve a site plan.

1.2.34. **Subdeveloper** means a person or an entity not “related” (as defined by Section 165 of the Internal Revenue Code) to Master Developer which purchases a Parcel for development.

1.2.35. **Subdivision** means the division of any portion of the Project into developable lots pursuant to State Law and/or the Zoning Ordinance.

1.2.36. **Subdivision Application** means the application to create a Subdivision.

1.2.37. **Zoning** means the zone for the Property adopted by the City on month xx, 20xx.

1.2.38. **Zoning Ordinance** means the City's Land Use and Development Ordinance adopted pursuant to the Act that was in effect as of the date of this MDA as a part of the City's Vested Laws.

2. Development of the Project.

2.2. 2.1 Compliance with the Master Plan and this MDA. Development of the Project shall be in accordance with the City's Vested Laws, the City's Future Laws (to the extent that these are applicable as otherwise specified in this MDA), the Master Plan and this MDA.**Subdivision Format – Building Pad Lots**

2.2.1 The Project shall be platted as a subdivision consisting of up to twenty-one (21) Building Pad Lots for single-family residential units.2.2.2 Each Building Pad Lot shall be limited in size to the footprint of the residential structure.

2.2.2.1 Roof overhangs and projections: similar to Draper City Municipal Code 9-27-140(I)(2), the ordinary projections of roof overhangs shall be allowed to project 2.5' into the Common Area.

2.2.3 All Property outside of the Building Pad Lot shall be designated as Common Area owned and maintained by the Homeowners Association (HOA).

2.3. Building Separation

2.3.1 All dwelling units shall be constructed entirely within their respective Building Pad Lots according to the separation standards listed below and further depicted in Exhibit D.

2.3.2 The following minimum Building Pad Lot separation standards shall apply:

2.3.2.1 Front (driveway depth): minimum of twenty (20') feet from the front of the Building Pad Lot to back of curb

2.3.2.2 Rear Separation (opposite driveway): minimum of twenty-five (25) feet between Building Pad Lots

2.3.2.3 Side Separation: minimum of ten (10) feet between adjacent Building Pad Lots

2.3.2.4 All Building Pad Lots shall be a minimum of fifteen (15') feet from existing neighboring property lines.

2.3.3 Special Exceptions:

2.3.3.1 Lots 13 and 16: minimum of three (3) feet between side of Building Pad Lot and adjacent sidewalk.

2.3.3.2 Lots 11 and 19: minimum of fifteen (15) feet between east side of Building Pad Lot and adjacent sidewalk

2.4 Parking

2.4.1 Four (4) parking spaces per unit will be provided; two (2) within the garage, and two (2) on the driveway. The garage shall be a 2 car garage with a minimum inside dimension of eighteen and a half feet (18.5'), which is a deviation from Draper City Municipal Code 9-25-070(A)(3).

2.4.2 An additional 11 guest parking spaces shall be provided within common areas

2.5 Private Roads:

2.5.1 Number of Units: A maximum of twenty-one (21) units shall be permitted on private roads, which is a deviation from Draper City Municipal Code 9-27-150(A)

2.5.2 Roadway Standards: The project shall include three (3) private roads

constructed as follows:

2.5.2.1 Main North-South Road (Connection to 12600 South)

2.5.2.1.1 37-foot right-of-way

2.5.2.1.2 28 feet of asphalt

2.5.2.1.3 Two (2) Type G curb and gutter on both sides

2.5.2.1.4 Five (5') foot sidewalk on one side of the road.

2.5.2.2 South Road (East-West)

2.5.2.2.1 24-foot right-of-way

2.5.2.2.2 20 feet of asphalt, a deviation from Draper City Municipal
Code 9-27-150(B)

2.5.2.2.3 Two (2) foot Type G curb and gutter on both sides

2.5.2.3 North Road (East-West)

2.5.2.3.1 26-foot right-of-way

2.5.2.3.2 22 feet of asphalt, a deviation from Draper City Municipal
Code 9-27-150(B)

2.5.2.3.3 Two (2) foot Type G curb and gutter on both sides

2.6 Community Trail

2.6.1 The Project shall include a community trail system designed to enhance internal connectivity, walkability, and access throughout the development.

2.6.2 The trail system shall consist of pedestrian pathways generally a minimum of five (5) feet in width and may be located within common areas, private roads, or within recorded easements that may be shown on the future subdivision plat.

2.6.3 The final alignment and configuration of the trail system shall be determined during the subdivision and engineering review process, and may be designed to connect residential units, open spaces, parking areas, and adjacent public or private pedestrian networks.

2.7 Rentals. The Master Developer agrees to place rental restrictions within the Homeowners Association Covenants, Conditions and Restrictions documents that will be recorded with the subdivision plat. These restrictions shall state that no more than 30% of all homes in the Project may be used as rentals. At least seventy percent (70%) of the homes in the Project shall be owner occupied.

2.8. Building Elevations. Conceptual building elevations are shown as an Exhibit E to this Agreement. The included elevations show an example of the structure and planned housing type, but are not intended to dictate building materials, final architectural designs and features, or colors.

2.9. Maximum Residential Units. Subject to Section 1.2.17, at Buildout of the Project, Master Developer shall be entitled to have developed the Maximum Residential Units as specified in and pursuant to this MDA of the type and in the general location as shown on the Master Plan.

2.10. Limitation and No Guarantee. Master Developer acknowledges that the development of the Maximum Residential Units and every other aspect of the Master Plan requires that each Development Application comply with the City's Vested Laws including, without limitation, the City's geologic hazards requirements. The City's entry into this MDA does not guarantee that the Master Developer will be able to construct the Maximum Residential Units or any other aspect of the Project until and unless all the applicable requirements of the City's Vested Laws are complied with.

2.11. Accounting for Residential Units for Parcels Sold to Subdevelopers. Any Parcel sold by Master Developer to a Subdeveloper shall include the transfer of a specified portion of the Maximum Residential Units sold with the Parcel.

3. Vested Rights.

3.8. Vested Rights Granted by Approval of this MDA. To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this MDA grants Master Developer all rights to develop the Project in fulfillment of this MDA, the City's Vested Laws, the Zoning and the Master Plan except as specifically provided herein. The Parties specifically intend that this MDA grant to Master Developer "vested rights" as that term is construed in Utah's common law.

3.9. Exceptions. The restrictions on the applicability of the City's Future Laws to the Project as specified in Section 3.1 are subject to only the following exceptions:

3.9.1. Master Developer Agreement. City's Future Laws that Master Developer agrees in writing to the application thereof to the Project;

3.9.2. State and Federal Compliance. City's Future Laws which are generally

applicable to all properties in the City and which are required to comply with State and Federal laws and regulations affecting the Project;

3.9.3. Codes. Any City's Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, fire, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;

3.9.4. Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons and entities similarly situated;

3.9.5. Fees. Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law;

3.9.6. Impact Fees. Impact Fees or modifications thereto which are lawfully adopted, and imposed by the City and which meet all requirements of the U. S. Constitution, Utah Constitution, law and applicable statutes, including but not limited to Utah Code Ann. Section 11-36a-101 *et seq.*;

3.9.7. Planning and Zoning Modification. Changes by the City to its planning

principles and design standards such as architectural or design requirements, setbacks or similar items so long as such changes do not work to reduce the Maximum Residential Units, are generally applicable across the entire City and do not materially and unreasonably increase the costs of any Development; or

3.9.8. Compelling, Countervailing Interest. Laws, rules or regulations that the City's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest.

4. **Term of Agreement.** The effective date of this MDA shall be May 1, 2026. This MDA shall expire May 1, 2036. If Master Developer has not been declared to be currently in Default as of May 1, 2036 (and if any such Default is not being cured) then this MDA shall be automatically extended until May 1, 2038. This MDA shall also terminate automatically at Buildout.

5. **Processing of Development Applications.**

5.8. **Outsourcing of Processing of Development Applications.** Within twenty-one (21) calendar days after receipt of a Development Application and upon the request of Applicant the City and Applicant will confer to determine whether the City desires to Outsource the review of any aspect of the Development Application to ensure that it is processed on a timely basis. If the City determines that Outsourcing is necessary to ensure the timely processing of the Development Application then the City shall promptly estimate the reasonably anticipated differential cost of Outsourcing in good faith consultation with the Applicant (either overtime to City employees or the hiring of a City Consultant). If Applicant notifies the City that it desires to proceed with the

Outsourcing based on the City's estimate of costs then Applicant shall deposit in advance with the City the estimated differential cost and the City shall then promptly proceed with having the work Outsourced. Upon completion of the Outsourcing services and the provision by the City of an invoice (with such reasonable supporting documentation as may be requested by Applicant) for the actual differential cost (whether by way of paying a City Consultant or paying overtime to City employees) of Outsourcing, Applicant shall, within thirty (30) calendar days pay or receive credit (as the case may be) for any difference between the estimated differential cost deposited for the Outsourcing and the actual cost differential.

5.9. Acceptance of Certifications Required for Development Applications. Any Development Application requiring the signature, endorsement, or certification and/or stamping by a person holding a license or professional certification required by the State of Utah in a particular discipline shall be so signed, endorsed, certified or stamped signifying that the contents of the Development Application comply with the applicable regulatory standards of the City. The City should endeavor to make all of its redlines, comments or suggestions at the time of the first review of the Development Application unless any changes to the Development Application raise new issues that need to be addressed.

5.10. Independent Technical Analyses for Development Applications. If the City needs technical expertise beyond the City's internal resources to determine impacts of a Development Application such as for structures, bridges, water tanks, and other similar matters which are not required by the City's Vested Laws to be certified by such experts

as part of a Development Application, the City may engage such experts as City Consultants with the actual and reasonable costs being the responsibility of Applicant. The City Consultant undertaking any review by the City required or permitted by this MDA shall be selected from a list generated by the City for each such City review pursuant to a “request for proposal” process or as otherwise allowed by City ordinances or regulations. Applicant may, in its sole discretion, strike from the list of qualified proposers any of such proposed consultants so long as at least three (3) qualified proposers remain for selection. The anticipated cost and timeliness of such review may be a factor in choosing the expert. The actual and reasonable costs being the responsibility of Applicant.

5.11. City Denial of a Development Application. If the City denies a Development Application the City shall provide a written determination advising the Applicant of the reasons for denial including specifying the reasons the City believes that the Development Application is not consistent with this MDA, the Zoning and/or the City’s Vested Laws (or, if applicable, the City’s Future Laws).

5.12. Meet and Confer regarding Development Application Denials. The City and Applicant shall meet within twenty-one (21) calendar days of any Denial to resolve the issues specified in the Denial of a Development Application.

5.13. City Denials of Development Applications Based on Denials from Non-City Agencies. If the City’s denial of a Development Application is based on the denial of the Development Application by a Non-City Agency, Applicant shall appeal any such denial through the appropriate procedures for such a decision and not through the processes

specified below.

5.14. Mediation of Development Application Denials.

5.14.1. Issues Subject to Mediation. Issues resulting from the City's Denial of a Development Application that the parties are not able to resolve by "Meet and Confer" shall be mediated.

5.14.2. Mediation Process. If the City and Applicant are unable to resolve a disagreement subject to mediation, the parties shall attempt within fifteen (15) calendar days to appoint a mutually acceptable mediator with knowledge of the legal issue in dispute. If the City and Applicant are unable to agree on a single acceptable mediator they shall each, within fifteen (15) calendar days, appoint their own representative. These two representatives shall, between them, choose the single mediator. Applicant and the City shall split the fees of the chosen mediator, each Party paying 50% of the fees. The chosen mediator shall within fifteen (15) calendar days, review the positions of the parties regarding the mediation issue and promptly attempt to mediate the issue between the parties. If the parties are unable to reach agreement, the mediator shall notify the parties in writing of the ordinance that the mediator deems appropriate. The mediator's opinion shall not be binding on the parties.

5.15. Arbitration of Development Application Objections.

5.15.1. Arbitration Process. If the City and Applicant are unable to resolve an issue through mediation, the parties may then attempt within fifteen (15) calendar days to appoint a mutually acceptable arbitrator with knowledge of the legal issue in dispute.

If the parties are unable to agree on a single acceptable arbitrator they shall each, within fifteen (15) calendar days, each Party shall appoint their own individual appropriate expert. These two experts shall, between them, choose the single arbitrator. Applicant and the City shall split the fees of the chosen arbitrator, each Party paying 50% of the fees. The chosen arbitrator shall within fifteen (15) calendar days, review the positions of the parties regarding the arbitration issue and render a decision. The arbitrator shall ask the prevailing party to draft a proposed order for consideration and objection by the other side. Upon adoption by the arbitrator, and consideration of such objections, the arbitrator's decision shall be final and binding upon both parties. If the arbitrator determines as a part of the decision that the City's or Applicant's position was not only incorrect but was also maintained unreasonably and not in good faith then the arbitrator may order the City or Applicant to pay the arbitrator's fees.

5.16. Parcel Sales. The City acknowledges that the precise location and details of the public improvements, lot layout and design and any other similar item regarding the development of a particular Parcel may not be known at the time of the creation of or sale of a Parcel. Master Developer may obtain approval of a Subdivision that does not create any individually developable lots in the Parcel without being subject to any requirement in the City's Vested Laws to complete or provide security for any Public Infrastructure at the time of such subdivision. The responsibility for completing and providing security for completion of any Public Infrastructure in the Parcel shall be that of the Master Developer or a Subdeveloper upon a subsequent re-Subdivision of the Parcel that creates

individually developable lots. However, construction of improvements shall not be allowed until the Master Developer or Subdeveloper complies with the City's Vested Laws.

6. **Application Under City's Future Laws.** Without waiving any rights granted by this MDA, Master Developer may at any time, choose to submit a Development Application for all or part of the Project under the City's Future Laws in effect at the time of the Development Application so long as Master Developer is not in current breach of this Agreement.

7. **Public Infrastructure.**

7.8. **Construction by and Master Developer.** Master Developer shall have the right and the obligation to construct or cause to be constructed and installed all Public Infrastructure reasonably and lawfully required as a condition of approval of the Development Application pursuant to the City's Vested Laws.

7.9. **Water System Maintenance. Maintenance of the water system will be the responsibility of the homeowners' association.**

7.9.1. **Private Community Responsibilities.**

7.9.1.1. **Post-Transfer Maintenance.** Once the water system has been completed and transferred, the homeowners' association will assume full responsibility for the ongoing maintenance, repairs, and upgrades of the water infrastructure. This includes ensuring compliance with water quality regulations, scheduling regular inspections, and promptly addressing any identified issues to prevent risks to public health and safety.

7.9.1.2.Responsibility After City Water Meter. All water infrastructure beyond the city water meter, including pipes and connections on private property, is the responsibility of the homeowners' association. The City is responsible only for infrastructure up to and including the water meter. Any issues beyond the meter, such as leaks or contamination, fall under the homeowners' association responsibility.

7.9.1.3.Funding for Maintenance. The homeowners' association will establish and manage a maintenance fund to cover the costs associated with the water system's upkeep. All residents will contribute to this fund through assessments or fees as determined by the homeowners' association.

7.9.1.4.Third-Party Services. The homeowners' association may hire licensed third-party contractors for specialized maintenance and repairs as needed. The homeowners' association will oversee these contracts and ensure contractors comply with all relevant water safety standards.

7.9.1.5.City Oversight and Intervention. The City reserves the right to intervene if the homeowners' association fails to maintain the water system in a manner that ensures the health and safety of the public. If the City determines that the water infrastructure poses a risk to public health, it may step in to correct deficiencies at the homeowners' association expense. Homeowners' association grants to the city an express right of entry in order to correct such deficiencies that are contemplated by this section. Additionally, the City has the authority to conduct routine flushing, water quality sampling, and other necessary testing to ensure

compliance with health and safety standards. However, the City is not responsible for any infrastructure failures, damages, or disruptions resulting from these activities or from issues within the private water system.

7.10. **Bonding.** If and to the extent required by the City's Vested Laws, unless otherwise provided by Chapter 10-20-807 of the Utah Code as amended, security for any Public or private Infrastructure is required by the City, the Applicant shall provide it in a form acceptable to the City as specified in the City's Vested Laws. Partial releases of any such required security shall be made as work progresses based on the City's Vested Laws.

8. **Upsizing/Reimbursements to Master Developer.**

8.8. **"Upsizing".** The City shall not require Master Developer to “upsized” any future Public Infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) unless financial arrangements reasonably acceptable to Master Developer are made to compensate Master Developer for the incremental or additive costs of such upsizing. For example, if an upsizing to a water pipe size increases costs by 10% but adds 50% more capacity, the City shall only be responsible to compensate Master Developer for the 10% cost increase. An acceptable financial arrangement for upsizing of improvements means reimbursement agreements, payback agreements, and impact fee credits and reimbursements.

9. **Default.**

9.8. **Notice.** If Master Developer, a Subdeveloper, or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a Default has occurred shall provide Notice to the other Party. If the City believes

that the Default has been committed by a Subdeveloper then the City shall also provide a courtesy copy of the Notice to Master Developer.

9.9. Contents of the Notice of Default. The Notice of Default shall:

9.9.1. Specific Claim. Specify the claimed event of Default;

9.9.2. Applicable Provisions. Identify with particularity the provisions of any applicable law, rule, regulation or provision of this MDA that is claimed to be in Default;

9.9.3. Materiality. Identify why the Default is claimed to be material; and

9.9.4. Optional Cure. If the City chooses, in its discretion, it may propose a method and time for curing the Default which shall be of no less than thirty (30) calendar days duration.

9.10. Meet and Confer, Mediation, Arbitration. Upon the issuance of a Notice of Default the parties shall engage in the “Meet and Confer” and “Mediation” processes specified in Sections 5.5 and 5.7. If the claimed Default is subject to Arbitration as provided in Section 5.8 then the parties shall follow such processes.

9.11. Remedies. If the parties are not able to resolve the Default by “Meet and Confer” or by “Mediation”, and if the Default is not subject to arbitration then the parties may have the following remedies, except as specifically limited in 9.9:

9.11.1. Law and Equity. All rights and remedies available at law and in equity, including, but not limited to, injunctive relief and/or specific performance.

9.11.2. Security. The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.

9.11.3. Future Approvals. The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project in the case of a default by Master Developer, or in the case of a default by a Subdeveloper, development of those Parcels owned by the Subdeveloper until the Default has been cured.

9.12. **Public Meeting.** Before any remedy in Section 9.4 may be imposed by the City the party allegedly in Default shall be afforded the right to attend a public meeting before the City Council and address the City Council regarding the claimed Default.

9.13. **Emergency Defaults.** Anything in this MDA notwithstanding, if the City Council finds on the record that a default materially impairs a compelling, countervailing interest of the City and that any delays in imposing such a default would also impair a compelling, countervailing interest of the City then the City may impose the remedies of Section 9.4 without the requirements of Sections 9.5. The City shall give Notice to Master Developer and/or any applicable Subdeveloper of any public meeting at which an emergency default is to be considered and the Master Developer and/or any applicable Subdeveloper shall be allowed to address the City Council at that meeting regarding the claimed emergency Default.

9.14. **Extended Cure Period.** If any Default cannot be reasonably cured within thirty (30) calendar days then such cure period shall be extended so long as the defaulting party is pursuing a cure with reasonable diligence.

9.15. **Default of Assignee.** A default of any obligations assumed by an assignee shall not be deemed a default of Master Developer.

9.16. Limitation on Recovery for Default – No Damages. Anything in this MDA notwithstanding no Party shall be entitled to any claim for any monetary damages as a result of any breach of this MDA and each Party waives any claims thereto. The sole remedy available to Master Developer or any Subdeveloper shall be that of specific performance.

10. Notices. All notices required or permitted under this MDA shall, in addition to any other means of transmission, be given in writing by certified mail and regular mail to the following address:

To the Master Developer:

Austin Richards
Alpine Homes, LLC
11814 S. Election Rd, Suite 150
Draper, UT 84020
arichards@alpinehomes.com
801-838-9990

With a Copy to:

Christian Lawler
Geonerco Management, LLC
18329 98th Avenue NE, Suite 300
Bothell, WA 87011
clawler@geonerco.com
206-352-2020

To the City:

Draper City
Attn: City Manager
Mike Barker
1020 East Pioneer Road
Draper, UT 84020
mike.barker@draperutah.gov
(801) 576-6500

With a Copy to:

Draper City
Attn: City Attorney
Traci Gundersen
1020 East Pioneer Road
Draper, UT 84020
traci.gundersen@draperutah.gov
(801) 576-6500

10.8. Effectiveness of Notice. Except as otherwise provided in this MDA, each Notice shall be effective and shall be deemed delivered on the earlier of:

10.8.1. Hand Delivery. Its actual receipt, if delivered personally, by courier service, or by facsimile provided that a copy of the facsimile Notice is mailed or personally delivered as set forth herein on the same day and the sending party has confirmation of transmission receipt of the Notice. If the copy is not sent on the same day, then notice shall be deemed effective the date that the mailing or personal delivery occurs.

10.8.2. Electronic Delivery. Its actual receipt if delivered electronically by email provided that a copy of the email is printed out in physical form and mailed or personally delivered as set forth herein on the same day and the sending party has an electronic receipt of the delivery of the Notice. If the copy is not sent on the same day, then notice shall be deemed effective the date that the mailing or personal delivery occurs.

10.8.3. Mailing. On the day the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail. Any party may change its address for Notice under this MDA by giving written Notice to the other party in accordance with the provisions of this

Section.

11. **Headings.** The captions used in this MDA are for convenience only and are not intended to be substantive provisions or evidences of intent.

12. **No Third-Party Rights/No Joint Venture.** This MDA does not create a joint venture relationship, partnership or agency relationship between the City, or Master Developer. Further, the parties do not intend this MDA to create any third-party beneficiary rights. The Parties acknowledge that this MDA refers to a private development and that the City has no interest in, responsibility for or duty to any third parties concerning any improvements to the Property or unless the City has accepted the dedication of such improvements at which time all rights and responsibilities—except for warranty bond requirements under City’s Vested Laws and as allowed by state law—for the dedicated public improvement shall be the City's.

13. **Assignability.** The rights and responsibilities of Master Developer under this MDA may be assigned in whole or in part, respectively, by Master Developer with the consent of the City as provided herein.

13.8. **Sale of Lots.** Master Developer’s selling or conveying lots in any approved Subdivision or Parcels to builders, users, or Subdevelopers, shall not be deemed to be an “assignment” subject to the above-referenced approval by the City unless specifically designated as such an assignment by Master Developer.

13.9. **Related Entity.** Master Developer’s transfer of all or any part of the Property to any entity “related” to Master Developer (as defined by regulations of the Internal Revenue Service in Section 165), Master Developer’s entry into a joint venture for the development of the Project or Master Developer’s pledging of part or all of the Project as

security for financing shall also not be deemed to be an “assignment” subject to the above-referenced approval by the City unless specifically designated as such an assignment by the Master Developer. Master Developer shall give the City Notice of any event specified in this sub-section within fifteen (15) calendar days after the event has occurred. Such Notice shall include providing the City with all necessary contact information for the newly responsible party.

13.10. Notice. Master Developer shall give Notice to the City of any proposed assignment and provide such information regarding the proposed assignee that the City may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing the City with all necessary contact information for the proposed assignee.

13.11. Time for Objection. Unless the City objects in writing within thirty (30) calendar days of notice, the City shall be deemed to have approved of and consented to the assignment.

13.12. Partial Assignment. If any proposed assignment is for less than all of Master Developer’s rights and responsibilities then the assignee shall be responsible for the performance of each of the obligations contained in this MDA to which the assignee succeeds. Upon any such approved partial assignment Master Developer shall not be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations herein.

13.13. Denial. The City may only withhold its consent if the City is not reasonably satisfied of the assignee’s financial ability to perform the obligations assigned by Master

Developer, proposed to be assigned, or if there is an existing breach of a development obligation owed to the City by the assignee or related entity that has not either been cured or in the process of being cured in a manner acceptable to the City. Any refusal of the City to accept an assignment shall be subject to the “Meet and Confer” and “Mediation” processes specified in Sections 5.5 and 5.7. If the refusal is subject to Arbitration as provided in Section 5.8 then the Parties shall follow such processes.

13.14. **Assignees Bound by MDA.** Any assignee shall consent in writing to be bound by the assigned terms and conditions of this MDA as a condition precedent to the effectiveness of the assignment. That consent shall specifically acknowledge the provisions of Section 2.

14. **Binding Effect.** If Master Developer sells or conveys Parcels of lands to Subdevelopers or related parties, the lands so sold and conveyed shall bear the same rights, privileges, configurations, and number of Residential Dwelling Units as applicable to such Parcel and be subject to the same limitations and rights of the City when owned by or Master Developer and as set forth in this MDA without any required approval, review, or consent by the City except as otherwise provided herein.

15. **No Waiver.** Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

16. **Severability.** If any provision of this MDA is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this MDA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this

MDA shall remain in full force and affect.

17. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

18. **Time is of the Essence.** Time is of the essence to this MDA and every right or responsibility shall be performed within the times specified.

19. **Appointment of Representatives.** To further the commitment of the Parties to cooperate in the implementation of this MDA, the City and Master Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Master Developer. The initial representative for the City shall be the City Manager. The initial representative for Master Developer shall be Austin Richards. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this MDA and the development of the Project.

20. **Applicable Law.** This MDA is entered into in Salt Lake County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

21. **Venue.** Any action to enforce this MDA shall be brought only in the Third District Court

for the State of Utah, Salt Lake City Division.

22. **Entire Agreement.** This MDA, and all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.

23. **Mutual Drafting.** Each Party warrants that they have had the opportunity to be represented by competent legal counsel and have participated in negotiating and drafting this MDA; therefore, no provision of this MDA shall be construed for or against any Party based on which Party drafted any particular portion of this MDA.

24. **Recordation and Running with the Land.** This MDA shall be recorded in the chain of title for the Project. This MDA shall be deemed to run with the land. The data disk of the City's Vested Laws, Exhibit "C", shall not be recorded in the chain of title. A secure copy of Exhibit "C" shall be filed with the City Recorder and each party shall also have an identical copy.

25. **Authority.** The Parties to this MDA each warrant that they have all of the necessary authority to execute this MDA. Specifically, on behalf of the City, the signature of the City Manager of the City is affixed to this MDA lawfully binding the City pursuant to Ordinance No. ____ adopted by the City on month xx, 20xx.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein above written.

MASTER DEVELOPER
party to MDA

CITY
Draper City

By: _____
Its: _____
Date: _____

By: _____,
Its: City Manager
Date: _____

Attest:

City Recorder

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

NOTARY PUBLIC

Residing at:

STATE OF UTAH)
)ss.
COUNTY OF SALT LAKE)

NOTARY PUBLIC

Residing at:

DRAFT

TABLE OF EXHIBITS

Exhibit “A”	Legal Description of Property
Exhibit “B”	Master Plan
Exhibit “C”	City’s Vested Laws
Exhibit “D”	Site Plan
Exhibit “E”	Building Elevation Concept

DRAFT

Exhibit “A”
Legal Description of Property

DRAFT

Exhibit “B”
Master Plan

DRAFT

Exhibit “C”
City’s Vested Laws

DRAFT

Exhibit “D”
Concept Site Plan

DRAFT

DRAFT

EXHIBIT I
APPLICANT QUESTIONNAIRES AND RESPONSES

General Plan Land Use Map Amendment

1. What is the requested land use designation?
 - a. Requesting a General Plan Land Use Map Amendment from Office/Service Commercial to High Density Residential.
2. Please explain the reason for the request and the justification for approval.
 - a. The General Plan encourages a diversity of housing type for different life stages and income levels, while also promoting the transition of and uses from more intense city-wide activity areas to less intense uses within local neighborhoods. Re-designating the property from Office/Service Commercial to High Density Residential supports a gradual transition in land use intensity and allows residential development that is more compatible with surrounding neighborhoods and community needs by providing attainable housing opportunities for first-time homebuyers and essential workers.
3. How is the requested land use designation harmonious with the overall character of existing development in the vicinity of the subject property? Explain.
 - a. The property is surrounded by existing residential development, including townhomes to the east and single-family homes to the north and west. The General Plan supports residential development that provides appropriate transitions between land uses and densities and integrates with established neighborhoods. The requested High Density Residential designation supports this transition and maintains the residential character of the area. Residential land use at this location reinforces neighborhood stability, supports quality of life, and provides housing options that align with surrounding residential areas.
4. Is the proposed land use designation consistent with the goals, objectives, and policies of the City's General Plan? Explain.
 - a. Yes. The proposed designation directly advances Goal HN-1 by encouraging housing diversity in appropriate locations and Goal HN-4 by supporting attainable housing solutions and increasing homeownership opportunities for first-time buyers and essential workers. It also implements Goal LUC-5 by transitioning land use intensity away from commercial activity and toward residential uses that better integrate with existing residential neighborhoods.

Kuwahara Property Site Overview

Location: 762 W 12300 S, Draper, UT 84020

Size: 1.95 acres

Current Zoning: CO1

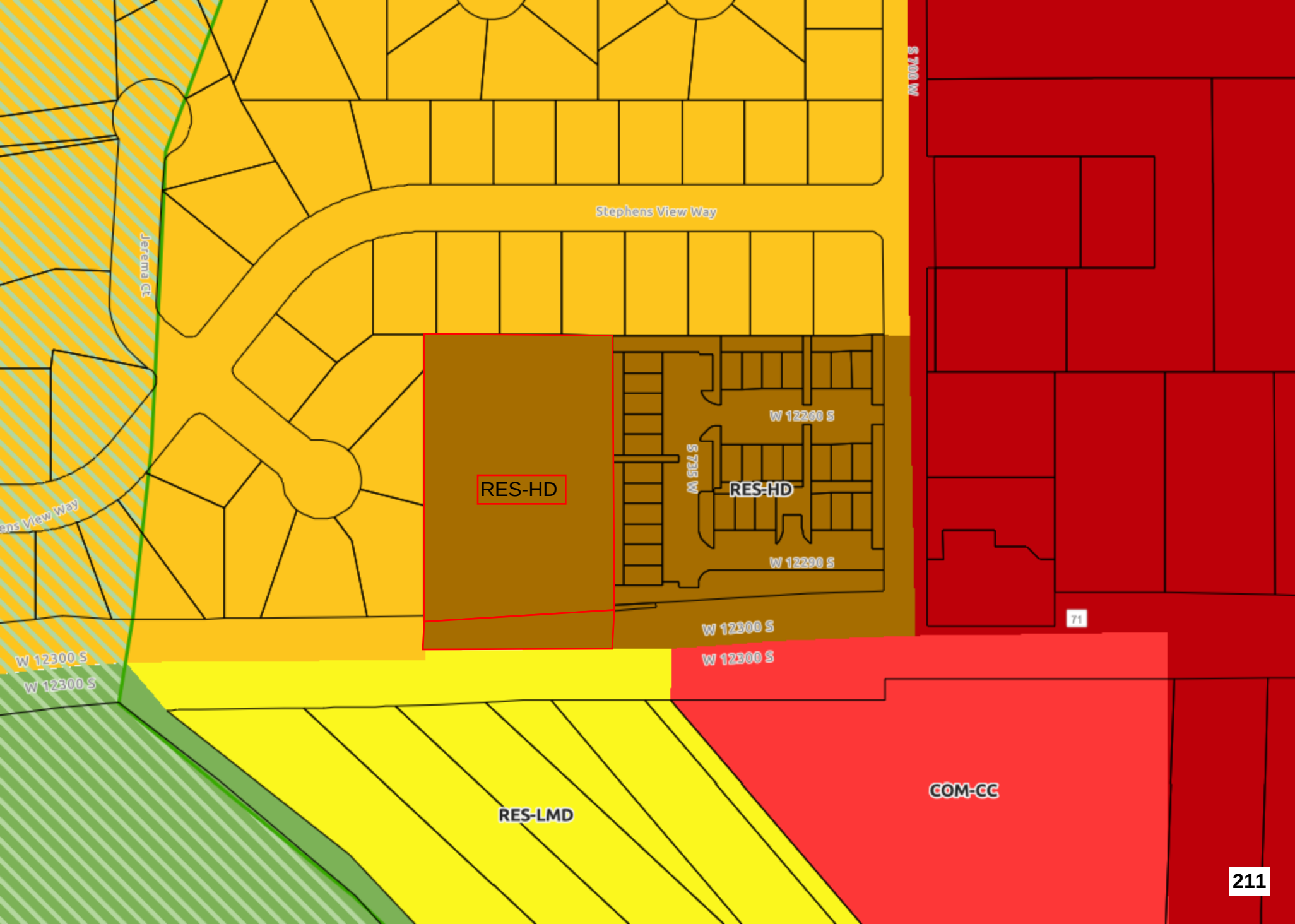
Current Land Use Designation: Office/Service Commercial

Legal Description:

A TRACT OF LAND BEING SITUATE IN THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, HAVING A BASIS OF BEARINGS OF SOUTH 76°54'44" WEST FROM THE FOUND MONUMENT IN THE INTERSECTION OF 700 WEST AND 12210 SOUTH AND THE FOUND MONUMENT IN THE INTERSECTION OF 815 WEST AND 12240 SOUTH, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF RIVER PARK ESTATES PHASE 1 SUBDIVISION WHICH IS SOUTH 00°05'11" EAST ALONG THE SECTION LINE 506.25 FEET TO THE CENTER LINE MONUMENT IN THE INTERSECTION OF 700 WEST AND 12210 SOUTH; THENCE SOUTH 76°54'45" WEST 636.49 FEET; THENCE SOUTH 16.21 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 26 AND RUNNING; THENCE SOUTH 89°53'46" EAST ALONG THE SAID SOUTH LINE OF RIVER PARK ESTATES PHASE 1 SUBDIVISION 238.66 FEET TO THE WEST LINE OF DRAPER MILL SUBDIVISION; THENCE SOUTH 00°05'11" EAST ALONG SAID DRAPER MILL SUBDIVISION 350.40 FEET TO THE NORTHERLY RIGHT OF WAY OF 12300 SOUTH STREET AND THE POINT OF A 7,947.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG THE NORTHERLY RIGHT OF WAY OF 12300 SOUTH STREET AND SAID CURVE A DISTANCE OF 239.01 FEET THROUGH A CENTRAL ANGLE OF 01°43'23" (CHORD BEARS SOUTH 86°51'32" WEST 239.00 FEET) TO THE EAST LINE OF RIVER PARK ESTATES PHASE 2 SUBDIVISION; THENCE NORTH 00°05'11" WEST ALONG SAID EAST LINE OF RIVER PARK ESTATES PHASE 2 SUBDIVISION 363.93 FEET TO THE POINT OF BEGINNING.

CONTAINS 85,384 SQUARE FEET OR 1.960 ACRES, MORE OR LESS.



RES-HD

RES-HD

RES-LMD

COM-CC

71

Zoning Map Amendment Kuwahara Property

1. What is the requested zoning designation?
 - a. Requesting a zoning map amendment from CO1 to RM2 with an accompanying Development Agreement to address site-specific constraints and design considerations, and to provide a location for attainable housing that supports homeownership opportunities for first-time home buyers and essential workers.
2. Please explain the reason for the request and justification for approval.
 - a. RM2 zoning in this location supports the General Plan's direction to allow higher density development in strategic locations while ensuring compatibility with surrounding neighborhoods. Consistent with Goal HN-4, RM2 allows housing types that increase homeownership opportunities and provide attainable housing options for first-time home buyers and households at various life stages. The Development Agreement provides flexibility to reduce regulatory constraints and promote creative design solutions while maintaining high standards of quality and livability.
3. How is the requested zoning designation harmonious with the overall character of existing development in the vicinity of the subject property? Explain.
 - a. RM2 zoning facilitates gradual transition between differing land use intensities, consistent with Goal LUC-5, which encourages "transitions between different land uses and intensities through the use of gradual land use changes. This encourages compatibility through appropriate density, development patterns, and neighborhood-scale design. The requested zoning supports residential forms that bridge the gap between attached housing and traditional single-family neighborhoods, reinforcing long-term neighborhood cohesion. The zoning maintains the residential character of the area while allowing thoughtful site design.
4. Are facilities and services, such as roadways and utilities, sufficient to serve the property under the proposed zoning? Explain.
 - a. Yes. The General Plan supports residential development in locations where infrastructure, services, and mobility networks are available or can be efficiently extended. The proposed RM2 zoning can be adequately served by existing public facilities, subject to standard City review. We have communicated with JBID to discuss sewer capacity on 9/25/2025 and they stated "the district has a 30-inch line that is located on the north side of 12300 S and there is capacity to serve the 20-unit development."
5. Is the proposed zoning designation consistent with the goals, objectives, and policies of the City's General Plan? Explain.
 - a. Yes. The RM2 zoning district in this location directly implements Goal HN-1, Goal HN-4, and Goal LUC-5 by supporting housing diversity, providing attainable housing options, and encouraging first-time homeownership opportunities. The proposed zoning advances Draper City's objectives for quality of life, neighborhood compatibility, and smart, well-integrated residential growth.

Kuwahara Property Site Overview

Location: 762 W 12300 S, Draper, UT 84020

Size: 1.95 acres

Current Zoning: CO1

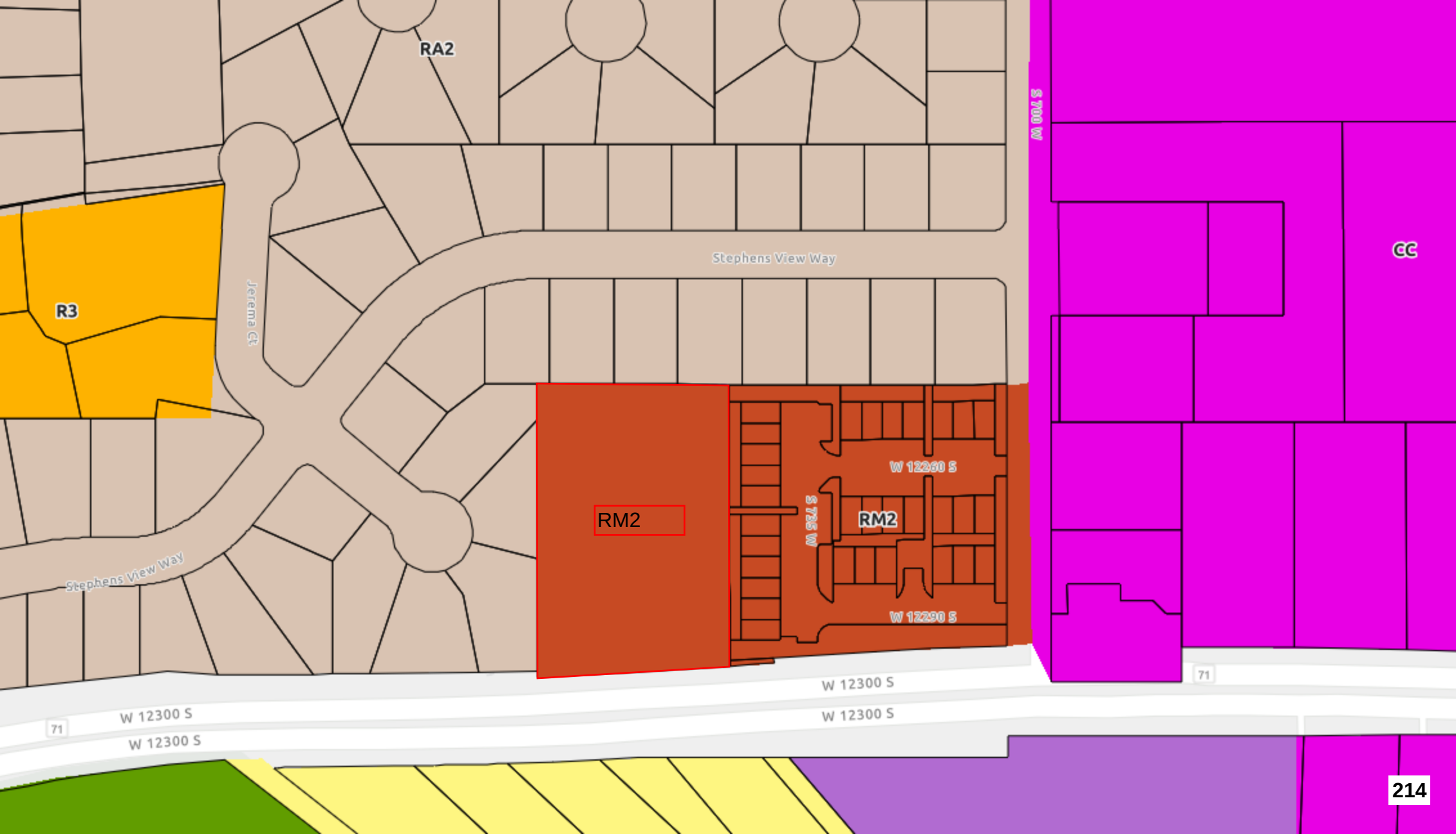
Current Land Use Designation: Office/Service Commercial

Legal Description:

A TRACT OF LAND BEING SITUATE IN THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, HAVING A BASIS OF BEARINGS OF SOUTH 76°54'44" WEST FROM THE FOUND MONUMENT IN THE INTERSECTION OF 700 WEST AND 12210 SOUTH AND THE FOUND MONUMENT IN THE INTERSECTION OF 815 WEST AND 12240 SOUTH, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF RIVER PARK ESTATES PHASE 1 SUBDIVISION WHICH IS SOUTH 00°05'11" EAST ALONG THE SECTION LINE 506.25 FEET TO THE CENTER LINE MONUMENT IN THE INTERSECTION OF 700 WEST AND 12210 SOUTH; THENCE SOUTH 76°54'45" WEST 636.49 FEET; THENCE SOUTH 16.21 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 26 AND RUNNING; THENCE SOUTH 89°53'46" EAST ALONG THE SAID SOUTH LINE OF RIVER PARK ESTATES PHASE 1 SUBDIVISION 238.66 FEET TO THE WEST LINE OF DRAPER MILL SUBDIVISION; THENCE SOUTH 00°05'11" EAST ALONG SAID DRAPER MILL SUBDIVISION 350.40 FEET TO THE NORTHERLY RIGHT OF WAY OF 12300 SOUTH STREET AND THE POINT OF A 7,947.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG THE NORTHERLY RIGHT OF WAY OF 12300 SOUTH STREET AND SAID CURVE A DISTANCE OF 239.01 FEET THROUGH A CENTRAL ANGLE OF 01°43'23" (CHORD BEARS SOUTH 86°51'32" WEST 239.00 FEET) TO THE EAST LINE OF RIVER PARK ESTATES PHASE 2 SUBDIVISION; THENCE NORTH 00°05'11" WEST ALONG SAID EAST LINE OF RIVER PARK ESTATES PHASE 2 SUBDIVISION 363.93 FEET TO THE POINT OF BEGINNING.

CONTAINS 85,384 SQUARE FEET OR 1.960 ACRES, MORE OR LESS.



Legal Description of Property

The property subject to the Development Agreement is the real property proposed by the Master Developer and more fully described in Exhibit “A” (Legal Description of Property) attached to and incorporated into the Development Agreement.

Restrictions and Conditions of Approval

Development of the property shall comply with the standards and conditions of the Master Development Agreement, including but not limited to:

- Maximum of 21 detached single-family residential dwelling units
- Minimum lot size of 2,000 square feet and minimum lot width of 32 feet
- Required setbacks for front, rear, and side yards as specified in the Agreement
- Minimum of four (4) parking spaces per lot (two in garage and two in driveway)
- Internal accessory dwelling units (I-ADUs) are prohibited
- No more than 30% of the units may be used as rentals and at least 70% must be owner-occupied, enforced through recorded covenants and an HOA
- Private road, alley, sidewalk, and right-of-way standards as defined in the Agreement
- A five (5) foot wide perimeter community trail
- Compliance with city vested laws and applicable city future laws

Public facilities and infrastructure improvements, including roads, utilities, sidewalks, and trail improvements, shall be constructed and dedicated in accordance with the Master Plan and subdivision approvals.

Project Configuration (Concept Plan)

The proposed development consists of a master-planned residential project with up to 21 detached single-family homes, private internal roadways, a perimeter community trail, and associated public and private infrastructure. The general lot layout, circulation system, and open space elements are depicted on the Concept Plan (Exhibit “B”).

Benefits to the City

The Development Agreement provides the following benefits to the City:

- Downzoning from Office/Service (CO1) to RM2, resulting in a less intensive land use
- Assurance of consistent design and development standards through the concept plan and Development Agreement

- Promotion of owner-occupied housing and neighborhood stability through rental restrictions
- Dedication and construction of public infrastructure, including streets, utilities, sidewalks, and trail connections
- Provision of a perimeter community trail to enhance pedestrian connectivity and recreation
- Increased property tax base and long-term economic benefit
- Development in conformance with the city's General Plan and land use policies

Timeframes for Performance

The project is anticipated to be constructed and reach buildout within four (4) years from commencement of development activities.

Required City Approvals

Prior to commencement of construction, the following approvals are required:

- Approval of the Master Development Agreement
- Land Use Map amendment approval from Office/Service Commercial to Residential High Density
- Zoning Map amendment approval from CO1 to RM2
- Subdivision and Final Plat approvals
- Development applications for public infrastructure
- Building permits

Following approval of the Development Agreement, the developer must complete subdivision approvals, construct required public improvements, post bonding as required and comply with all inspection and acceptance requirements.

Enforcement Provisions

The Development Agreement provides enforcement mechanisms including:

- Written Notice of Default
- Meet-and-confer process
- Mediation and arbitration procedures
- Withholding of future approvals

- Use of posted securities or bonds
- Public hearing prior to imposition of remedies
- Emergency default provisions for compelling public interests

Amendment Provisions

The Development Agreement may be amended only by written agreement executed by both the City and the Master Developer and in accordance with applicable State law.

Term of Agreement

The Development Agreement shall have an initial term of ten (10) years, with a potential two (2) year extension if the Master Developer is not in default.

Additional Terms

Additional provisions include vested rights protections, public infrastructure construction and bonding requirements, upsizing and reimbursement provisions, assignment and transfer conditions, force majeure provisions, dispute resolution procedures, and recordation of the Agreement so that it runs with the land.

MEMO



To: City Council

From:

Date: 2026-07-07

Re: Action Item: Resolution #26-35

Comments:

ATTACHMENTS:

[Resolution 26-35 to Approve Ace Agreement.pdf](#)

RESOLUTION NO. 26-35

A RESOLUTION APPROVING AN AGREEMENT WITH ACE RECYCLING AND DISPOSAL INC. FOR RESIDENTIAL SOLID WASTE AND RECYCLABLE MATERIAL COLLECTION SERVICES ON PUBLIC STREETS IN DRAPER CITY

WHEREAS, Draper City provides solid waste and recyclable material collection services ("Collection Services") to promote public health, safety, and welfare; and

WHEREAS, the City has evaluated the costs of providing Collection Services with City personnel, equipment, and resources and has determined that continuing these services in-house will require significant fee increase; and

WHEREAS, Draper City issued a Request For Proposal (RFP 26-15) in compliance with applicable procurement laws to solicit bids for outsourcing residential curbside collection, transportation, and disposal of solid waste and the collection and processing of recyclable materials on public streets; and

WHEREAS, the City has determined that contracting with a qualified third-party provider will significantly reduce the necessary fee increase for Collection Services, and

WHEREAS, the City Council finds that contracting with a qualified third-party provider will reduce the City's liability exposure, demonstrate the prudent use of public funds and maintain reliable Collection Services; and

WHEREAS, Draper City evaluated the proposals submitted in response to RFP #26-15 determined that ACE Recycling and Disposal Inc. is the highest-ranked responsive and responsible proposer based on the weighted evaluation criteria in the RFP; and

WHEREAS, Draper City and Ace Recycling and Disposal Inc. have negotiated an Agreement, attached hereto as Exhibit A, setting forth the terms, scope of work, compensation, and liability protections for the services; and

WHEREAS, the City Council has determined that entering into the Agreement with Ace Recycling and Disposal Inc. is in the best interest of Draper City and its residents to ensure cost-effective, safe, and reliable waste management services;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF DRAPER AS FOLLOWS:

Section 1. Approval of Agreement. The Agreement between Draper City and Ace Recycling and Disposal Inc., attached hereto as Exhibit A, is hereby approved, and the Mayor is authorized to execute the same on behalf of Draper City.

Section 2. Authority for Minor Changes. The City Manager is authorized to make non-substantive changes, including attaching the final exhibits and correcting spelling, formatting, clerical errors, or de minimis omissions, provided such changes do not alter the substantive terms of the Agreement as approved by the City Council.

Section 3. Effective Date. This Resolution shall take effect immediately upon passage.

PASSED AND ADOPTED THIS 7TH DAY OF JULY, 2026.

DRAPER CITY

By: _____
Mayor Troy Walker

ATTEST:

Nicole Smedley, City Recorder

VOTE TAKEN:	YES	NO
Councilmember Green	_____	_____
Councilmember T. Lowery	_____	_____
Councilmember F. Lowry	_____	_____
Councilmember Johnson	_____	_____
Councilmember Dahlin	_____	_____
Mayor Walker	_____	_____

EXHIBIT A