Millcreek City Hall
1330 E Chambers Ave
Millcreek, Utah 84106
millcreekut.gov

Planning & Zoning
(801) 214-2700
planner@millcreekut.gov

ZM-26-003

Staff Report

Meeting Date:	**7/27/2026**
Applicant:	**Tyler Brady**
Re:	**Rezone to MD**
Property Address:	**4244 S State St**
Zone:	**Manufacturing (M)**
Prepared By:	**Sean Murray**
Scope of Decision:	**Discretionary.** This is a legislative matter, to be decided by the Millcreek City Council upon receiving a recommendation from staff and the Millcreek Planning Commission.

REQUEST AND SYNOPSIS

Tyler Brady (applicant) has filed a rezone application for 4244 S State Street to change the zoning designation from its current Manufacturing (M) zone to the Mixed Development (MD) zone. This rezone request is to accommodate an 115-unit affordable housing project on the site that will be named Stonebrook Apartments.

The property is currently an auto body shop that spans two parcels and is roughly 0.95 acres in total size. These parcels will be combined as part of this project to create one contiguous parcel. The applicant has conducted an environmental site assessment for the property which did not find any concerning environmental conditions on site.

The applicant is proposing to build an 115-unit affordable housing project with ground floor commercial space fronting onto State Street. The project aims to accommodate moderate income households in the 60%-80% Area Median Income (AMI) range. Due to this, a reduced parking calculation can be applied for the project which requires 0.75 stalls per one-bedroom unit, 1 stall per two-bedroom unit, and 0.25 stalls per unit for guest parking. Commercial parking is calculated at 1 space per 150 square feet of space. The building will include 159 parking stalls to accommodate residents, guests, and commercial space users.

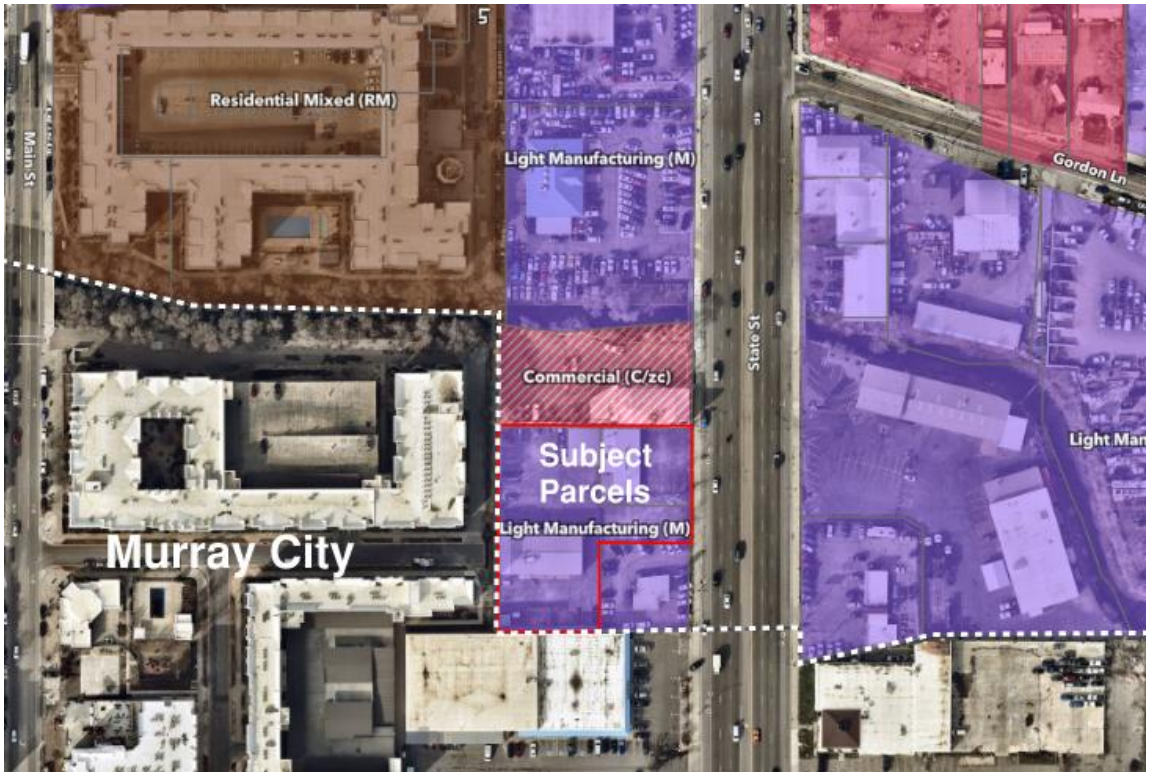
The building is proposed to be 85 feet tall which is the max height as allowed in the MD zone. The lower three stories will consist of parking and commercial space, while the upper five floors will consist of a mix of one and two bedroom apartments. Amenity decks and balconies will be included for resident access around the building. Conceptual renderings of the building can be found attached at the end of this document.

To achieve affordable housing status for the project, the applicant has reached out to the Utah Housing Corporation to receive Low Income Housing Tax Credits (LIHTC). The Utah Housing Corporation has stated their support for the project and willingness to work with the applicant to access LIHTC.

Affordable housing is a permitted use in the MD zone meaning if the rezone is approved, the applicant will have to apply for and receive site plan approval through Millcreek before any building permits can be applied for. The applicant and Millcreek have entered into a development agreement to ensure that the development matches the proposed elevations, site plan, and use of the site as an affordable housing project.

Existing Zoning

The two parcels are currently zoned Manufacturing and are used as an auto body shop. The area is largely commercial and residential with the Fireclay neighborhood of Muray immediately west of the subject parcels. An image of the existing zoning can be found below.



Traffic Impact Study

A Traffic Impact Study (TIS) was conducted for this project due to the size of the development and the impact it could have on the surrounding road network and neighborhood. The TIS only made a few recommendations for this application.

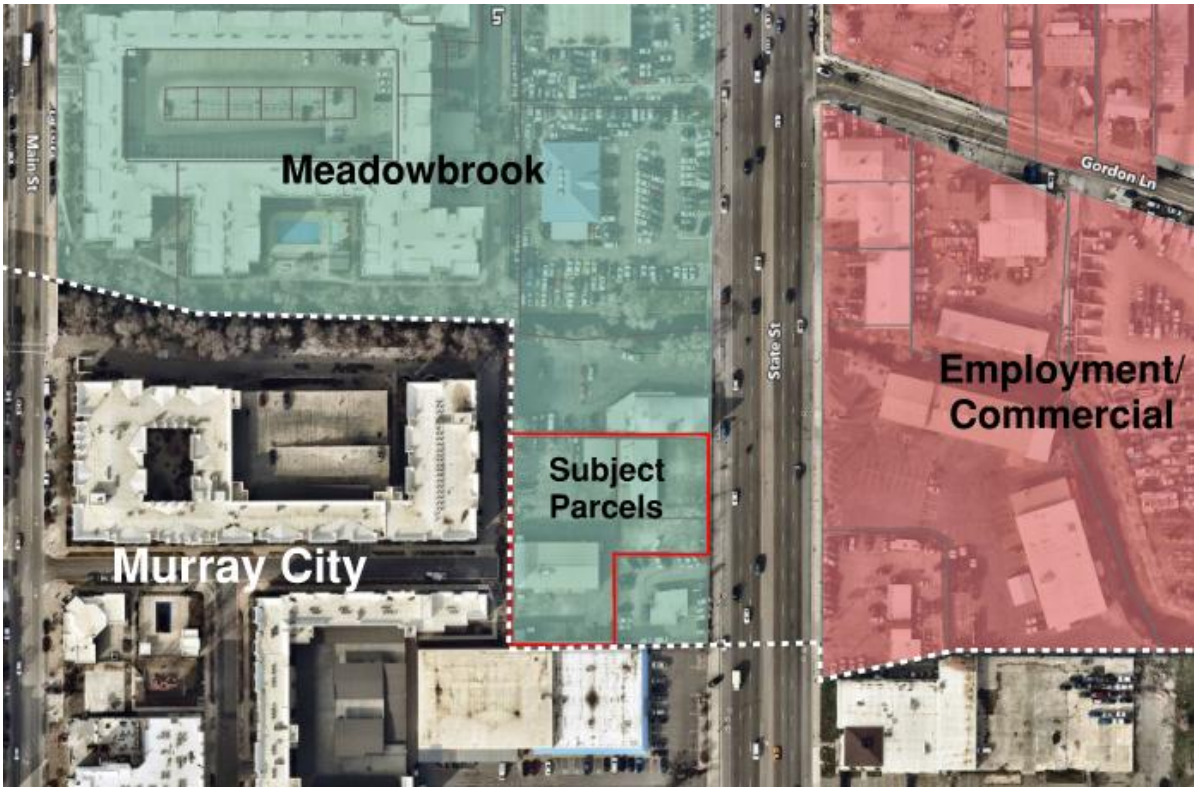
The first recommendation is for additional striping on State Street for a left turn lane, however, this is something that will need to be approved and likely done by UDOT as State Street is managed by UDOT. The second recommendation is for a left turn pocket within the development for vehicles existing the development. This turn pocket will help reduce backed up traffic within the site when exiting onto State Street.

GENERAL PLAN CONSIDERATIONS

Future Land Use Map

The Millcreek future land use map designates this area as 'Meadowbrook Center' which designates land uses primarily as a diverse mix of uses, including multifamily condominiums or apartments, office, retail, and restaurants. Secondary uses include cultural and public facilities, health services, plazas, squares, pocket parks, community gardens, and other gathering spaces. The Meadowbrook Center designation also states that developments within the area will have heights ranging from 2-6 stories with potentially increased heights near transit and major streets.

The Meadowbrook Center area is the highest allowable density area in Millcreek and allows for high rise buildings and affordable housing at scale. The proposed Stonebrook Apartments aligns well with this future land use designation for the area. An image of the future land use map for the area can be found below.



Vibrant Gathering Places

Subchapter 3.3

MEADOWBROOK. GOAL GP-6: Continue to grow and support the Meadowbrook/Main Street Urban Center.

> **Strategy 6.1:** Continue to develop new transit oriented development (TOD) and mixed use supportive base zoning and/or overlays to support the continued development and redevelopment of key corridors and centers.

The proposed development is located roughly ¼ mile from the Murray North Trax station as the crow flies.

Walking from this development to the Murray North Trax and bus station is about .38 miles and would likely take around 7 minutes to walk to. State Street is a key corridor in the area making this development align well with the goals of new development along major corridors and near transit in the Meadowbrook Center area.

MASTER PLAN CONSIDERATIONS

The proposed development falls within the area outlined in the adopted Murray North Station Area Plan (MNSAP). The MNSAP is a small area plan focused on land uses and infrastructure improvements within a ½ mile radius of existing fixed rail transit systems. Goals of this station area plan include enhanced walking and transit connections, a diverse mix of uses, and housing affordability to list a few.

While the proposed development is not part of the 'core area' outlined in the MNSAP, it is still within the study area and meets many of the goals and objectives found throughout the plan. The proposed development specifically furthers the goals of increasing housing affordability and access in the area as well as contributing to a more walkable area. The developments proximity to the nearby Trax station, bus routes, and State Street (a major corridor) all align with transportation goals found in the MNSAP, Millcreek General Plan, and Millcreek Transportation Master Plan.

PROPOSED DEVELOPMENT AGREEMENT

Millcreek and the applicant have entered into a development agreement to ensure that the final project follows the plans shown in this staff report. At the time of writing this staff report, the development agreement is still being reviewed by the applicant, but a draft copy can be found at the end of this report.

The development agreement outlines the land use, affordability aspect, elevations, and more for the site so that Millcreek can make sure this project is built with these characteristics in line no matter who the builder is. A development agreement runs with the land it is tied to meaning that if the applicant wishes to sell this property to a different developer, they would also be beholden to the plans and standards found in the development agreement.

NEIGHBORHOOD MEETING

The applicant held a neighborhood meeting on October 13, 2025, and only had one resident attend. Discussion of commercial uses, approval process for the project, and proximity to the nearby Trax station were all examined without any concerns voiced.

PLANNING OPEN HOUSE

During the planning open house on July 7th, representatives for the property attended the meeting with renderings and site plans in hand. No residents attended the meeting and a majority of the discussion came from staff talking with the representatives and Millcreek Community Council members.

PLANNING COMMISION

At the regularly scheduled Planning Commission meeting on July 15th, the applicant and staff briefed the commission on the proposed development and process for approval of a project like this. Commissioners had questions about the surrounding neighborhood, affordability thresholds, and the amenity decks included in the project.

No residents spoke during the public comment section of the hearing.

The applicant spoke about the process for receiving Low Income Housing Tax Credits and discussed with commissioners some of their questions about noise, location, and amenities provided to residents. Commissioners were excited about the proposal and looked forward to seeing the project get approved and built.

Commissioners unanimously recommended approval of the rezone and accompanying development agreement as proposed.

PLANNING STAFF RECOMMENDATIONS AND FINDINGS

Planning staff have reviewed the proposed plans and have found them to meet standards found in Millcreeks code. More detail on these plans will be required before this development can begin building. Finalized civil plans, landscape plans, and architectural plans will be reviewed against Millcreeks code as well the eligibility for low income housing tax credits to ensure the affordability aspect of this project.

Based on input from the applicant, planning commissioners, and staff, Millcreek Planning staff recommend approving the rezone subject to the accompanying development agreement and the findings and conclusions found in this staff report.

Findings

1. The property is currently zoned (M) Manufacturing,
2. The current use of the property is commercial for an auto body shop,
3. The future land use map designates this area as 'Meadowbrook Center',
4. The applicant is seeking to build an affordable housing development,
5. The proposed plans call for 159 total parking stalls,
6. A development agreement has been entered into for this project.

Conclusions

1. The applicant is seeking an MD (Mixed Development) zoning designation,
2. An MD designation permits residential housing development,
3. The MD zone is only allowed with the Meadowbrook Center area of Millcreek,
4. The MD zone permits affordable housing and the Utah Housing Corporation supports affordable housing in this area,
5. The minimum required parking for this project is 134 spaces for commercial businesses, residents, and guest parking,
6. Millcreek and the applicant will draft and adopt a development agreement for this project.

SUPPORTING DOCUMENTS

- **Proposed Site Plan**
- **Proposed Elevations**
- **Letter of Intent**
- **Neighborhood Meeting Summary**
- **UHC Letter**
- **Draft Development Agreement**
- **Traffic Impact Study**

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FIRE LANE SIGNS:
Fire apparatus access roads shall be marked with permanent NO PARKINGFIRE LANE signs complying with Figure D103.6. Signs shall have a minimum dimension of 12 inches wide by 18 inches high and have red letters on a white reflective background.

Key Zoning Requirements:
Proposed Zoning: MD (current = M)

Setbacks:
- Front: 10'
- Side: 10'
- Rear: 10'

Maximum Building Height: 85'.

Maximum Lot coverage 80%

State Street to have Commercial Space along frontage.

Project Summary

Unit mix	Unit Count	Required Parking		
2-bed	22	x 1.00	=	22.0
1-bed (regular)	19	x 0.75	=	14.25
1-bed+ (large)	34	x 0.75	=	25.5
1-bed jr. (small)	40	x 0.75	=	30.0
Total	**115**			91.75

Guest Parking: 0.25 stalls / unit = 28.75

Commercial space: ~2,091 sq. ft.
Restaurant: 1 space/150 sq. ft. of seating area. = 13.94

Total Parking Stalls Required = **134.44***

*Using 1/150 scenario for commercial space use. And
*Affordable Housing Incentives to reduce required parking.

Parking Provided:

Ground Level	52 stalls
2nd Level	53 stalls
3rd Level	54 stalls
Total	**159** stalls

Note: at least 20 percent of the required minimum parking spaces shall provide Level 2 EV charging infrastructure to accommodate the potential future hardwire installation of a Level-2 EV charging station. If a dwelling unit has a dedicated parking space or spaces, at least one dedicated Level 1 or Level 2 outlet shall be provided at the dedicated parking space for the dwelling unit's use.

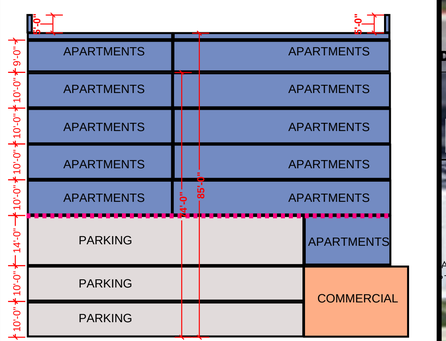
NOTE: Fire Code Modification for increased density of fire sprinklers and modified fire access as shown. This has been approved by the fire department.

Required open space:
250 sq. ft. per unit: 115 units x 250 sq. ft. = 28,750 sq. ft. (something seems way off here as this is almost 70% of the site area).
- 100 sq. ft. per unit can be private open space: assuming decks?
- 150 sq. ft. per unit needs to be common open space.
- 20% reduction in open space requirement if project is affordable and has trail access within 1/4 mile. Nearby Cottonwood Creek Trail qualifies. 28,750 sq. ft. required is reduced to 23,000 sq. ft.

Site Area Calculations

Total Site Area	41,421 sq. ft.	0.951 Acres	
Open Space	20,931 sq. ft.	0.481 Acres	50.5%
Plaza	7,636, sq. ft.		
Landscaping	7,462 sq. ft.		
Private Decks	5,833 sq. ft.		
Building Footprint	28,960 sq. ft.	0.665 Acres	69.9%
Drive	3,087 sq. ft.	0.071 Acres	7.5%

VERTICAL BUILDING CONFIGURATION



SITE PLAN: Scale 1:20 (Plotted on 24x36)

CITY REQUIREMENTS ACKNOWLEDGED:

A Code Modification was submitted and must be applied for the construction of this project.

Provide Fire Protection Engineering Analysis and Design for Fire Sprinkler System, Fire Alarm System and all other code requirements & life safety protection regarding EV charging and parking throughout the garage.

EV charging stations must meet all building & fire codes, including NEC & NFPA 70 & all required UL listings.

Work with the local Water Department to provide a fire flow report in gallons per minute at 20psi to submit to Unified Fire Authority for the proposed building site.

Engineers Water Supply Analysis: The engineer's water supply analysis will identify the characteristics of the water supply for this area, and will identify the existing and proposed water main size and location that will supply this site. The engineer's water supply analysis will also identify the water supply capacity for fire flow and duration and reliability of the water supply system for this area. Design team will also identify the available fire flow at this site, measured at a residual pressure of 20 p.s.i.



STONEBROOK MU APARTMENTS

4244 S. STATE STREET, MILLCREEK, UTAH

19 JUNE, 2026

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STONEBROOK MU APARTMENTS

4244 S. STATE STREET, MILLCREEK, UTAH

EXTERIOR VIEW 1

D101

30 APRIL, 2026



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EXTERIOR VIEW 2

D102

30 APRIL, 2026



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EXTERIOR VIEW 3

D103

30 APRIL, 2026



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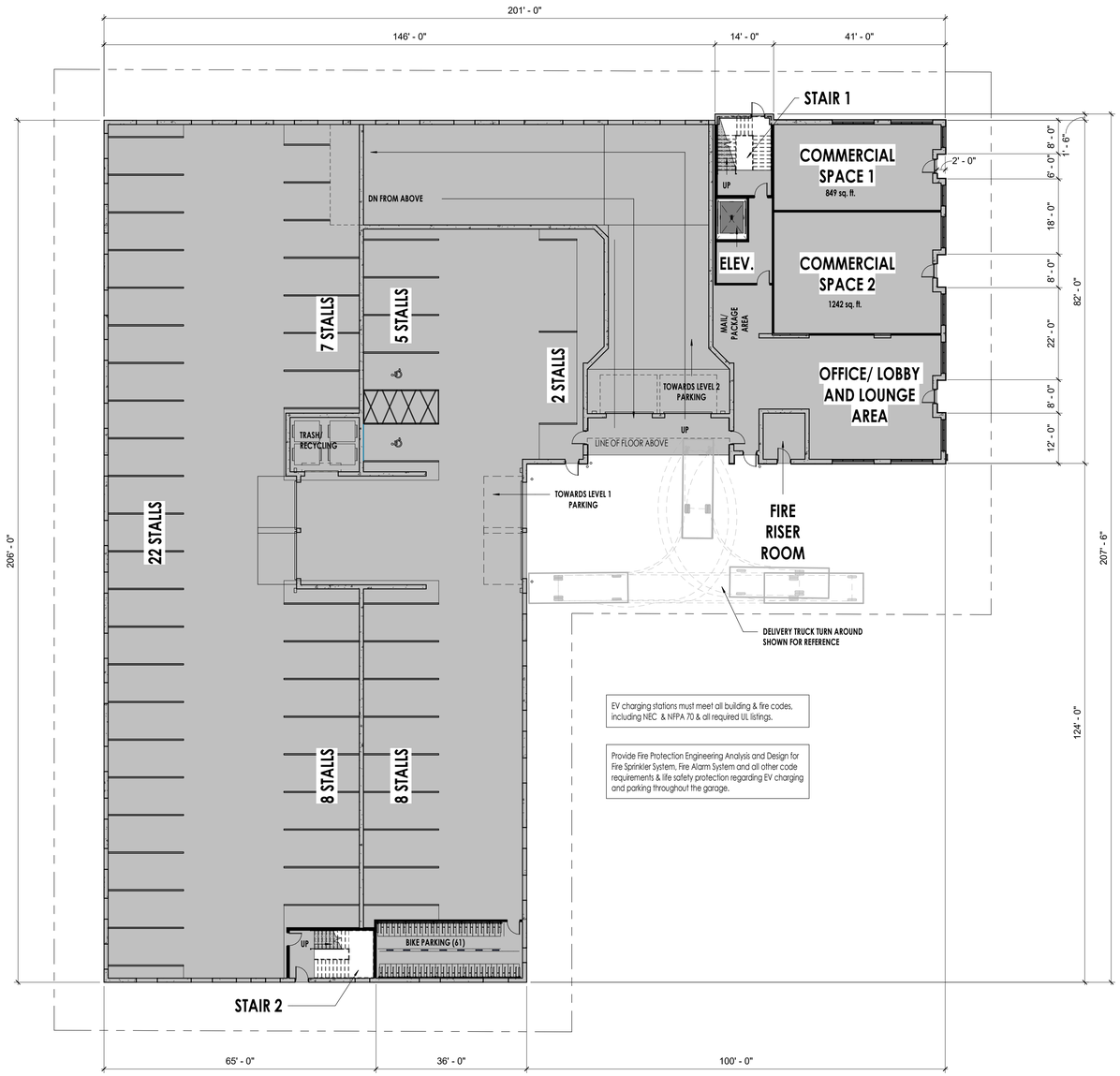
STONEBROOK MU APARTMENTS

4244 S. STATE STREET, MILLCREEK, UTAH

EXTERIOR VIEW 4

D104

30 APRIL, 2026



EV charging stations must meet all building & fire codes, including NEC & NFPA 70 & all required UL listings.

Provide Fire Protection Engineering Analysis and Design for Fire Sprinkler System, Fire Alarm System and all other code requirements & life safety protection regarding EV charging and parking throughout the garage.

LEVEL 1 (PARKING) - PRESENTATION

1/16" = 1'-0"

1 / D201

GROSS BUILDING AREAS

LEVEL	NAME	AREA
LEVEL 1	BIKE PARKING - L01	535 ft²
LEVEL 1	CIRCULATION SPACE-L01	207 ft²
LEVEL 1	COMMERCIAL SPACE 1 -L01	890 ft²
LEVEL 1	COMMERCIAL SPACE 2 -L01	1,201 ft²
LEVEL 1	FIRE RISER ROOM	156 ft²
LEVEL 1	OFFICE/ LOBBY AND LOUNGE	1,605 ft²
LEVEL 1	PARKING-L01	23,691 ft²
LEVEL 1		28,285 ft²
LEVEL 2	CIRCULATION SPACE-L02	371 ft²
LEVEL 2	FITNESS SPACE	1,567 ft²
LEVEL 2	PARKING-L02	24,332 ft²
LEVEL 2		26,270 ft²
LEVEL 3	CIRCULATION SPACE-L03	365 ft²
LEVEL 3	PARKING-L03	23,447 ft²
LEVEL 3	RESIDENTIAL AREA-L03	2,371 ft²
LEVEL 3	RESIDENTIAL CORRIDOR	1,283 ft²
LEVEL 3	SHARED / CO-WORKING SPACE	1,283 ft²
LEVEL 3		28,750 ft²
LEVEL 4	CORRIDOR-L04	2,434 ft²
LEVEL 4	ELEV.	84 ft²
LEVEL 4	LOUNGE / GATHERING ROOM-L04	1,588 ft²
LEVEL 4	PLAZA ABOVE GARAGE	6,587 ft²
LEVEL 4	RESIDENTIAL AREA-L04	15,179 ft²
LEVEL 4	STAIR 1	280 ft²
LEVEL 4	STAIR 2	276 ft²
LEVEL 4	TRASH ROOM - L04	140 ft²
LEVEL 4		26,569 ft²
LEVEL 5	CORRIDOR-L05	2,416 ft²
LEVEL 5	ELEV.	84 ft²
LEVEL 5	RESIDENTIAL AREA-L05	16,896 ft²
LEVEL 5	STAIR 1	280 ft²
LEVEL 5	STAIR 2	276 ft²
LEVEL 5	TRASH ROOM - L05	140 ft²
LEVEL 5		20,091 ft²
LEVEL 6	CORRIDOR-L06	2,416 ft²
LEVEL 6	ELEV.	84 ft²
LEVEL 6	RESIDENTIAL AREA-L06	16,895 ft²
LEVEL 6	STAIR 1	280 ft²
LEVEL 6	STAIR 2	276 ft²
LEVEL 6	TRASH ROOM - L06	140 ft²
LEVEL 6		20,090 ft²
LEVEL 7	CORRIDOR-L07	2,416 ft²
LEVEL 7	ELEV.	84 ft²
LEVEL 7	RESIDENTIAL AREA-L07	16,895 ft²
LEVEL 7	STAIR 1	280 ft²
LEVEL 7	STAIR 2	276 ft²
LEVEL 7	TRASH ROOM - L07	140 ft²
LEVEL 7		20,090 ft²
LEVEL 8	CORRIDOR-L08	2,416 ft²
LEVEL 8	ELEV.	84 ft²
LEVEL 8	RESIDENTIAL AREA-L08	16,293 ft²
LEVEL 8	STAIR 1	280 ft²
LEVEL 8	STAIR 2	276 ft²
LEVEL 8	TRASH ROOM - L08	140 ft²
LEVEL 8		19,488 ft²
Building Grand Total		189,632 ft²

UNIT MIX	UNIT COUNT	GROSS SF	NET SF	# / UNIT	REQUIRED PARKING
2 BD	22	988	924	1.0	22.0
1 BD	19	700	637	0.75	14.25
1 BD+	34	753	689	0.75	25.5
1 BD JR	40	603	550	0.75	30.0
GUEST	Based on 115 units			0.25	28.75
TOTAL	**115**				**120.5**
COMMERCIAL SPACE	1/150 SQ. FT.	1/150 SQ. FT.	1/150 SQ. FT.		13.94
TOTAL PARKING STALLS REQUIRED					**134.44**

PARKING PROVIDED	
LEVEL 1	52 STALLS
LEVEL 2	53 STALLS
LEVEL 3	54 STALLS
TOTAL	**159 STALLS**

Note: at least 20 percent of the required minimum parking spaces shall provide Level 2 EV charging infrastructure to accommodate the potential future hardwire installation of a Level-2 EV charging station. If a dwelling unit has a dedicated parking space or spaces, at least one dedicated Level 1 or Level 2 outlet shall be provided at the dedicated parking space for the dwelling unit's use.

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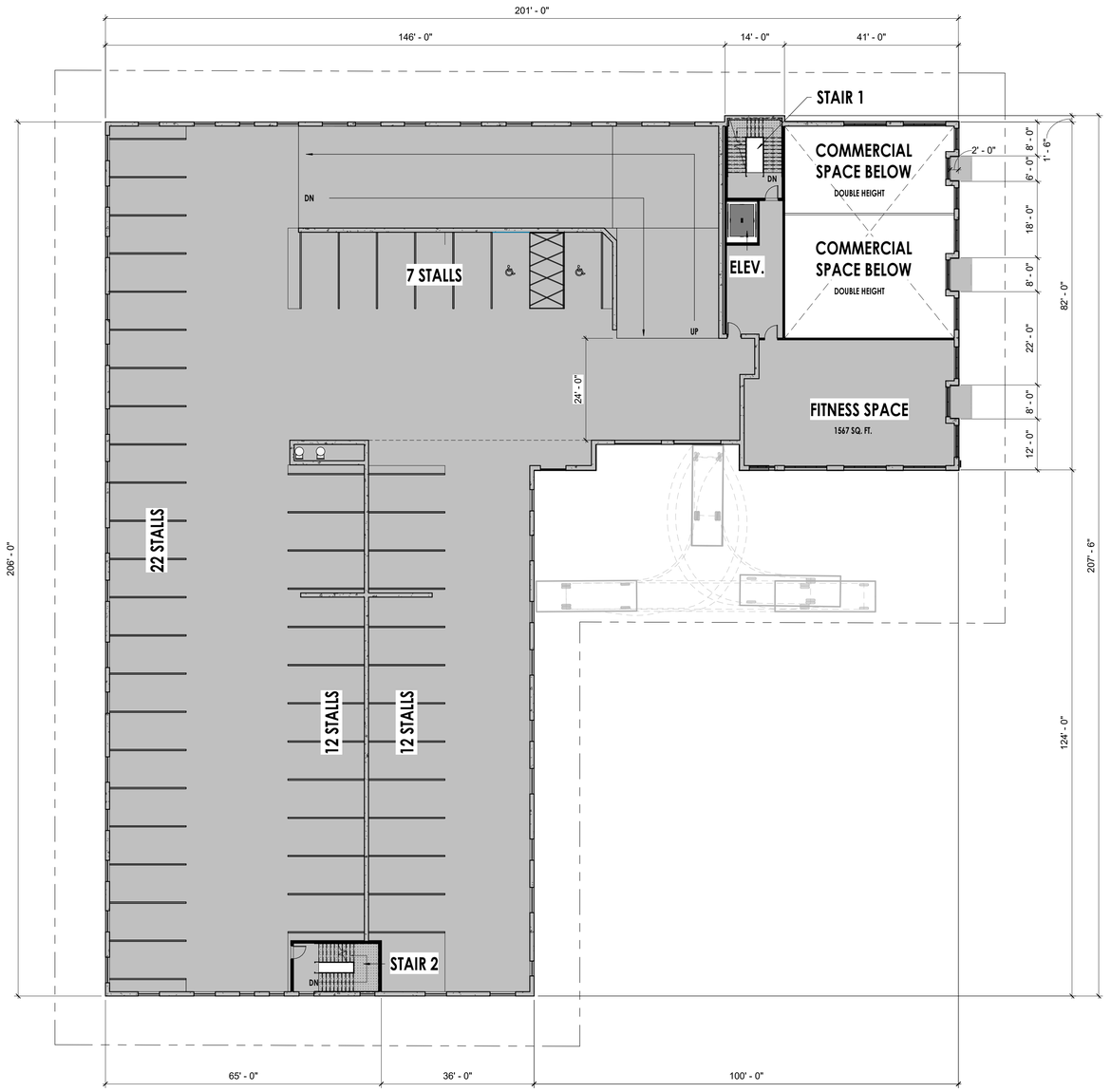
STONEBROOK MU APARTMENTS

4244 S. STATE STREET, MILLCREEK, UTAH

PARKING LEVEL 1

D201

19 JUNE, 2026



LEVEL 2 (PARKING) - PRESENTATION

1/16" = 1'-0"

1 D202

GROSS BUILDING AREAS

LEVEL	NAME	AREA
LEVEL 1	BIKE PARKING - L01	535 ft²
LEVEL 1	CIRCULATION SPACE-L01	207 ft²
LEVEL 1	COMMERCIAL SPACE 1 -L01	849 ft²
LEVEL 1	COMMERCIAL SPACE 2 -L01	1,242 ft²
LEVEL 1	FIRE RISER ROOM	156 ft²
LEVEL 1	OFFICE/ LOBBY AND LOUNGE	1,605 ft²
LEVEL 1	PARKING-L01	23,691 ft²
LEVEL 1		28,285 ft²
LEVEL 2	CIRCULATION SPACE-L02	371 ft²
LEVEL 2	COMMERCIAL SPACE-L02	2,091 ft²
LEVEL 2	FITNESS SPACE	1,567 ft²
LEVEL 2	PARKING-L02	24,332 ft²
LEVEL 2		28,361 ft²
LEVEL 3	CIRCULATION SPACE-L03	365 ft²
LEVEL 3	PARKING-L03	23,447 ft²
LEVEL 3	RESIDENTIAL AREA-L03	2,371 ft²
LEVEL 3	RESIDENTIAL CORRIDOR	1,283 ft²
LEVEL 3	SHARED / CO-WORKING SPACE	1,283 ft²
LEVEL 3		28,750 ft²
LEVEL 4	CORRIDOR-L04	2,434 ft²
LEVEL 4	ELEV.	84 ft²
LEVEL 4	LOUNGE / GATHERING ROOM-L04	1,588 ft²
LEVEL 4	PLAZA ABOVE GARAGE	6,587 ft²
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LEVEL 8	CORRIDOR-L08	2,416 ft²
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STONEBROOK MU APARTMENTS

4244 S. STATE STREET, MILLCREEK, UTAH

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D202

1 MAY, 2026



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LEVEL 8	STAIR 1	280 ft²
LEVEL 8	STAIR 2	276 ft²
LEVEL 8	TRASH ROOM - L08	140 ft²
LEVEL 8		19,488 ft²
Building Grand Total		191,723 ft²

UNIT MIX	UNIT COUNT	GROSS SF	NET SF	# / UNIT	REQUIRED PARKING
2 BD	22	988	924	1.0	22.0
1 BD	19	700	637	0.75	14.25
1 BD+	34	753	689	0.75	25.5
1 BD JR	40	603	550	0.75	30.0
GUEST	Based on 115 units			0.25	28.75
TOTAL	**115**				**120.5**
COMMERCIAL SPACE	1/150 SQ. FT.	1/150 SQ. FT.	1/150 SQ. FT.		13.94
TOTAL PARKING STALLS REQUIRED					**134.44**

PARKING PROVIDED	
LEVEL 1	52 STALLS
LEVEL 2	53 STALLS
LEVEL 3	54 STALLS
TOTAL	**159 STALLS**

Note: at least 20 percent of the required minimum parking spaces shall provide Level 2 EV charging infrastructure to accommodate the potential future hardwire installation of a Level-2 EV charging station. If a dwelling unit has a dedicated parking space or spaces, at least one dedicated Level 1 or Level 2 outlet shall be provided at the dedicated parking space for the dwelling unit's use.

UNIT MIX (LEVEL 3)	
UNIT MIX	UNIT COUNT
2 BD	2
1 BD	-
1 BD+	-
1 BD JR	-
TOTAL	**2**

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STONEBROOK MU APARTMENTS

4244 S. STATE STREET, MILLCREEK, UTAH

PARKING LEVEL 3

D203

1 MAY, 2026



LEVEL 4 - PRESENTATION

1/16" = 1'-0"

1
D204

GROSS BUILDING AREAS

LEVEL	NAME	AREA
LEVEL 1	BIKE PARKING - L01	535 ft²
LEVEL 1	CIRCULATION SPACE-L01	207 ft²
LEVEL 1	COMMERCIAL SPACE 1 -L01	849 ft²
LEVEL 1	COMMERCIAL SPACE 2 -L01	1,242 ft²
LEVEL 1	FIRE RISER ROOM	156 ft²
LEVEL 1	OFFICE/ LOBBY AND LOUNGE	1,605 ft²
LEVEL 1	PARKING-L01	23,691 ft²
LEVEL 1		28,285 ft²
LEVEL 2	CIRCULATION SPACE-L02	371 ft²
LEVEL 2	COMMERCIAL SPACE-L02	2,091 ft²
LEVEL 2	FITNESS SPACE	1,567 ft²
LEVEL 2	PARKING-L02	24,332 ft²
LEVEL 2		28,361 ft²
LEVEL 3	CIRCULATION SPACE-L03	365 ft²
LEVEL 3	PARKING-L03	23,447 ft²
LEVEL 3	RESIDENTIAL AREA-L03	2,371 ft²
LEVEL 3	RESIDENTIAL CORRIDOR	1,283 ft²
LEVEL 3	SHARED / CO-WORKING SPACE	1,283 ft²
LEVEL 3		28,750 ft²
LEVEL 4	CORRIDOR-L04	2,434 ft²
LEVEL 4	ELEV.	84 ft²
LEVEL 4	LOUNGE / GATHERING ROOM-L04	1,588 ft²
LEVEL 4	PLAZA ABOVE GARAGE	6,587 ft²
LEVEL 4	RESIDENTIAL AREA-L04	15,179 ft²
LEVEL 4	STAIR 1	280 ft²
LEVEL 4	STAIR 2	276 ft²
LEVEL 4	TRASH ROOM - L04	140 ft²
LEVEL 4		26,569 ft²
LEVEL 5	CORRIDOR-L05	2,416 ft²
LEVEL 5	ELEV.	84 ft²
LEVEL 5	RESIDENTIAL AREA-L05	16,896 ft²
LEVEL 5	STAIR 1	280 ft²
LEVEL 5	STAIR 2	276 ft²
LEVEL 5	TRASH ROOM - L05	140 ft²
LEVEL 5		20,091 ft²
LEVEL 6	CORRIDOR-L06	2,416 ft²
LEVEL 6	ELEV.	84 ft²
LEVEL 6	RESIDENTIAL AREA-L06	16,895 ft²
LEVEL 6	STAIR 1	280 ft²
LEVEL 6	STAIR 2	276 ft²
LEVEL 6	TRASH ROOM - L06	140 ft²
LEVEL 6		20,090 ft²
LEVEL 7	CORRIDOR-L07	2,416 ft²
LEVEL 7	ELEV.	84 ft²
LEVEL 7	RESIDENTIAL AREA-L07	16,895 ft²
LEVEL 7	STAIR 1	280 ft²
LEVEL 7	STAIR 2	276 ft²
LEVEL 7	TRASH ROOM - L07	140 ft²
LEVEL 7		20,090 ft²
LEVEL 8	CORRIDOR-L08	2,416 ft²
LEVEL 8	ELEV.	84 ft²
LEVEL 8	RESIDENTIAL AREA-L08	16,293 ft²
LEVEL 8	STAIR 1	280 ft²
LEVEL 8	STAIR 2	276 ft²
LEVEL 8	TRASH ROOM - L08	140 ft²
LEVEL 8		19,488 ft²
Building Grand Total		191,723 ft²

UNIT MIX (LEVEL 4)	
UNIT MIX	UNIT COUNT
2 BD	4
1 BD	3
1 BD+	6
1 BD JR	8
TOTAL	**21**

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STONEBROOK MU APARTMENTS

4244 S. STATE STREET, MILLCREEK, UTAH

RESIDENTIAL LEVEL 4

D204

1 MAY, 2026



LEVEL 5-8 - PRESENTATION

1/16" = 1'-0"

1 / D205

GROSS BUILDING AREAS

LEVEL	NAME	AREA
LEVEL 1	BIKE PARKING - L01	535 ft²
LEVEL 1	CIRCULATION SPACE-L01	207 ft²
LEVEL 1	COMMERCIAL SPACE 1 -L01	849 ft²
LEVEL 1	COMMERCIAL SPACE 2 -L01	1,242 ft²
LEVEL 1	FIRE RISER ROOM	156 ft²
LEVEL 1	OFFICE/ LOBBY AND LOUNGE	1,605 ft²
LEVEL 1	PARKING-L01	23,691 ft²
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LEVEL 2	CIRCULATION SPACE-L02	371 ft²
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LEVEL 4	RESIDENTIAL AREA-L04	15,179 ft²
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LEVEL 4	TRASH ROOM - L04	140 ft²
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LEVEL 5	CORRIDOR-L05	2,416 ft²
LEVEL 5	ELEV.	84 ft²
LEVEL 5	RESIDENTIAL AREA-L05	16,896 ft²
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LEVEL 5	STAIR 2	276 ft²
LEVEL 5	TRASH ROOM - L05	140 ft²
LEVEL 5		20,091 ft²
LEVEL 6	CORRIDOR-L06	2,416 ft²
LEVEL 6	ELEV.	84 ft²
LEVEL 6	RESIDENTIAL AREA-L06	16,895 ft²
LEVEL 6	STAIR 1	280 ft²
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LEVEL 8	ELEV.	84 ft²
LEVEL 8	RESIDENTIAL AREA-L08	16,293 ft²
LEVEL 8	STAIR 1	280 ft²
LEVEL 8	STAIR 2	276 ft²
LEVEL 8	TRASH ROOM - L08	140 ft²
LEVEL 8		19,488 ft²
Building Grand Total		191,723 ft²

UNIT MIX (LEVEL 5 TO 8)	
UNIT MIX	UNIT COUNT
2 BD	4
1 BD	4
1 BD+	7
1 BD JR	8
TOTAL	23

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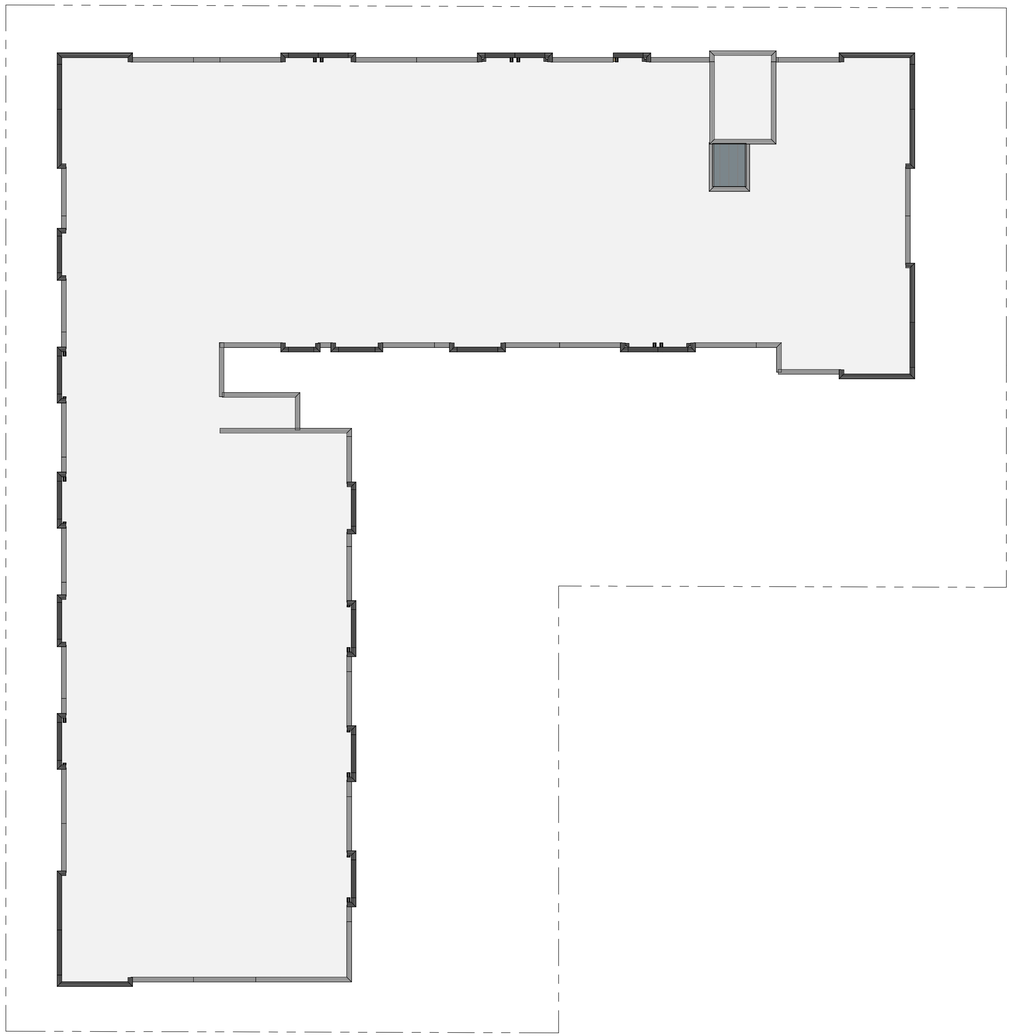
STONEBROOK MU APARTMENTS

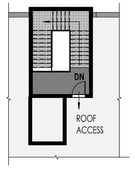
4244 S. STATE STREET, MILLCREEK, UTAH

RESIDENTIAL LEVEL 5-8

D205

1 MAY, 2026





ROOF ACCESS PLAN - PRESENTATION 2
1/16" = 1'-0" D206

ROOF BEARING - PRESENTATION 1
1/16" = 1'-0" D206

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STONEBROOK MU APARTMENTS

4244 S. STATE STREET, MILLCREEK, UTAH

ROOF PLAN

D206

1 MAY, 2026

ELEVATION/ SECTION MATERIAL LEGEND

HATCH PATTERN	DESCRIPTION
	FIBER-CEMENT LAP SIDING COLOR: SEE COLOR/MATERIAL SELECTIONS
	ARCHITECTURAL CONCRETE - SEE DETAIL FOR SNAP-TIE LAYOUT PATTERN
	THIN BRICK MASONRY COLOR: SEE COLOR/MATERIAL SELECTIONS
	STANDARD CONCRETE- FORMED WITH SYMON STEEL PLY FORMS
	FIBER CEMENT PANEL COLOR: SEE COLOR/MATERIAL SELECTIONS
	3/4" THICK 3-PART CEMENTITIOUS STUCCO SYSTEM COLOR: SEE COLOR/MATERIAL SELECTIONS



PERCENTAGES OF OPENINGS	
LEVEL - 1	= 54 %
LEVEL - 2	= 53 %
LEVEL - 3	= 26 %
LEVEL - 4	= 28 %
LEVEL - 5	= 28 %
LEVEL - 6	= 28 %
LEVEL - 7	= 28 %
LEVEL - 8	= 27 %

FRONT ELEVATION - PRESENTATION — 1 / D301

1/8" = 1'-0"

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STONEBROOK MU APARTMENTS

4244 S. STATE STREET, MILLCREEK, UTAH

EXTERIOR ELEVATIONS

D301

30 APRIL, 2026

ELEVATION/ SECTION MATERIAL LEGEND

HATCH PATTERN	DESCRIPTION
	FIBER-CEMENT LAP SIDING COLOR: SEE COLOR/MATERIAL SELECTIONS
	ARCHITECTURAL CONCRETE - SEE DETAIL FOR SNAP-TIE LAYOUT PATTERN
	THIN BRICK MASONRY COLOR: SEE COLOR/MATERIAL SELECTIONS
	STANDARD CONCRETE- FORMED WITH SYMON STEEL PLY FORMS
	FIBER CEMENT PANEL COLOR: SEE COLOR/MATERIAL SELECTIONS
	3/4" THICK 3-PART CEMENTITIOUS STUCCO SYSTEM COLOR: SEE COLOR/MATERIAL SELECTIONS



PERCENTAGES OF OPENINGS	
LEVEL - 1	= 28 %
LEVEL - 2	= 33 %
LEVEL - 3	= 30 %
LEVEL - 4	= 25 %
LEVEL - 5	= 25 %
LEVEL - 6	= 25 %
LEVEL - 7	= 25 %
LEVEL - 8	= 25 %

FRONT ELEVATION (LEFT WING) - PRESENTATION
1/8" = 1'-0"

1 / D302

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STONEBROOK MU APARTMENTS

4244 S. STATE STREET, MILLCREEK, UTAH

EXTERIOR ELEVATIONS

D302

30 APRIL, 2026

ELEVATION/ SECTION MATERIAL LEGEND

HATCH PATTERN	DESCRIPTION
	FIBER-CEMENT LAP SIDING COLOR: SEE COLOR/MATERIAL SELECTIONS
	ARCHITECTURAL CONCRETE - SEE DETAIL FOR SNAP-TIE LAYOUT PATTERN
	THIN BRICK MASONRY COLOR: SEE COLOR/MATERIAL SELECTIONS
	STANDARD CONCRETE- FORMED WITH SYMON STEEL PLY FORMS
	FIBER CEMENT PANEL COLOR: SEE COLOR/MATERIAL SELECTIONS
	3/4" THICK 3-PART CEMENTITIOUS STUCCO SYSTEM COLOR: SEE COLOR/MATERIAL SELECTIONS



PERCENTAGES OF OPENINGS	
LEVEL - 1	= 17 %
LEVEL - 2	= 30 %
LEVEL - 3	= 27 %
LEVEL - 4	= 19 %
LEVEL - 5	= 20 %
LEVEL - 6	= 20 %
LEVEL - 7	= 20 %
LEVEL - 8	= 20 %

LEFT ELEVATION - PRESENTATION — 1 / D303

1/8" = 1'-0"

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STONEBROOK MU APARTMENTS

4244 S. STATE STREET, MILLCREEK, UTAH

EXTERIOR ELEVATIONS

D303

30 APRIL, 2026

ELEVATION/ SECTION MATERIAL LEGEND

HATCH PATTERN	DESCRIPTION
	FIBER-CEMENT LAP SIDING COLOR: SEE COLOR/MATERIAL SELECTIONS
	ARCHITECTURAL CONCRETE - SEE DETAIL FOR SNAP-TIE LAYOUT PATTERN
	THIN BRICK MASONRY COLOR: SEE COLOR/MATERIAL SELECTIONS
	STANDARD CONCRETE- FORMED WITH SYMON STEEL PLY FORMS
	FIBER CEMENT PANEL COLOR: SEE COLOR/MATERIAL SELECTIONS
	3/4" THICK 3-PART CEMENTITIOUS STUCCO SYSTEM COLOR: SEE COLOR/MATERIAL SELECTIONS



PERCENTAGES OF OPENINGS	
LEVEL - 1	= 39 %
LEVEL - 2	= 52 %
LEVEL - 3	= 26 %
LEVEL - 4	= 30 %
LEVEL - 5	= 28 %
LEVEL - 6	= 25 %
LEVEL - 7	= 25 %
LEVEL - 8	= 27 %
R.BEARING	= 16 %

LEFT ELEVATION (RIGHT WING) - PRESENTATION

1/8" = 1'-0"

1 / D304

EXTERIOR ELEVATIONS

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STONEBROOK MU APARTMENTS

4244 S. STATE STREET, MILLCREEK, UTAH

D304

30 APRIL, 2026

ELEVATION/ SECTION MATERIAL LEGEND

HATCH PATTERN	DESCRIPTION
	FIBER-CEMENT LAP SIDING COLOR: SEE COLOR/MATERIAL SELECTIONS
	ARCHITECTURAL CONCRETE - SEE DETAIL FOR SNAP-TIE LAYOUT PATTERN
	THIN BRICK MASONRY COLOR: SEE COLOR/MATERIAL SELECTIONS
	STANDARD CONCRETE- FORMED WITH SYMON STEEL PLY FORMS
	FIBER CEMENT PANEL COLOR: SEE COLOR/MATERIAL SELECTIONS
	3/4" THICK 3-PART CEMENTITIOUS STUCCO SYSTEM COLOR: SEE COLOR/MATERIAL SELECTIONS



PERCENTAGES OF OPENINGS	
LEVEL - 1	= 19 %
LEVEL - 2	= 36 %
LEVEL - 3	= 33 %
LEVEL - 4	= 26 %
LEVEL - 5	= 26 %
LEVEL - 6	= 26 %
LEVEL - 7	= 26 %
LEVEL - 8	= 25 %

REAR ELEVATION - PRESENTATION 1 D305

1/8" = 1'-0"

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STONEBROOK MU APARTMENTS

4244 S. STATE STREET, MILLCREEK, UTAH

EXTERIOR ELEVATIONS

D305

30 APRIL, 2026

ELEVATION/ SECTION MATERIAL LEGEND

HATCH PATTERN	DESCRIPTION
	FIBER-CEMENT LAP SIDING COLOR: SEE COLOR/MATERIAL SELECTIONS
	ARCHITECTURAL CONCRETE - SEE DETAIL FOR SNAP-TIE LAYOUT PATTERN
	THIN BRICK MASONRY COLOR: SEE COLOR/MATERIAL SELECTIONS
	STANDARD CONCRETE- FORMED WITH SYMON STEEL PLY FORMS
	FIBER CEMENT PANEL COLOR: SEE COLOR/MATERIAL SELECTIONS
	3/4" THICK 3-PART CEMENTITIOUS STUCCO SYSTEM COLOR: SEE COLOR/MATERIAL SELECTIONS



PERCENTAGES OF OPENINGS	
LEVEL - 1	= 22 %
LEVEL - 2	= 35 %
LEVEL - 3	= 28 %
LEVEL - 4	= 25 %
LEVEL - 5	= 26 %
LEVEL - 6	= 26 %
LEVEL - 7	= 26 %
LEVEL - 8	= 26 %

RIGHT ELEVATION - PRESENTATION
1/8" = 1'-0"
1
D306

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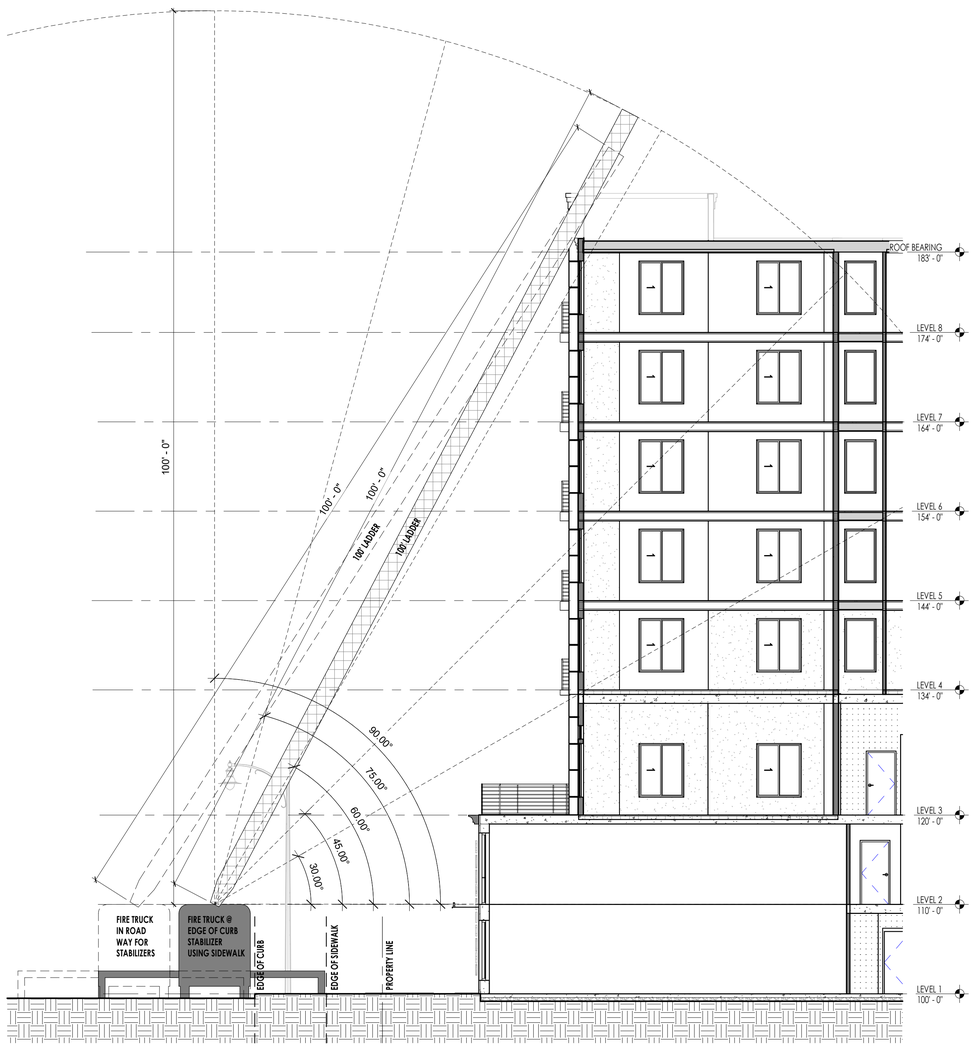
STONEBROOK MU APARTMENTS

4244 S. STATE STREET, MILLCREEK, UTAH

EXTERIOR ELEVATIONS

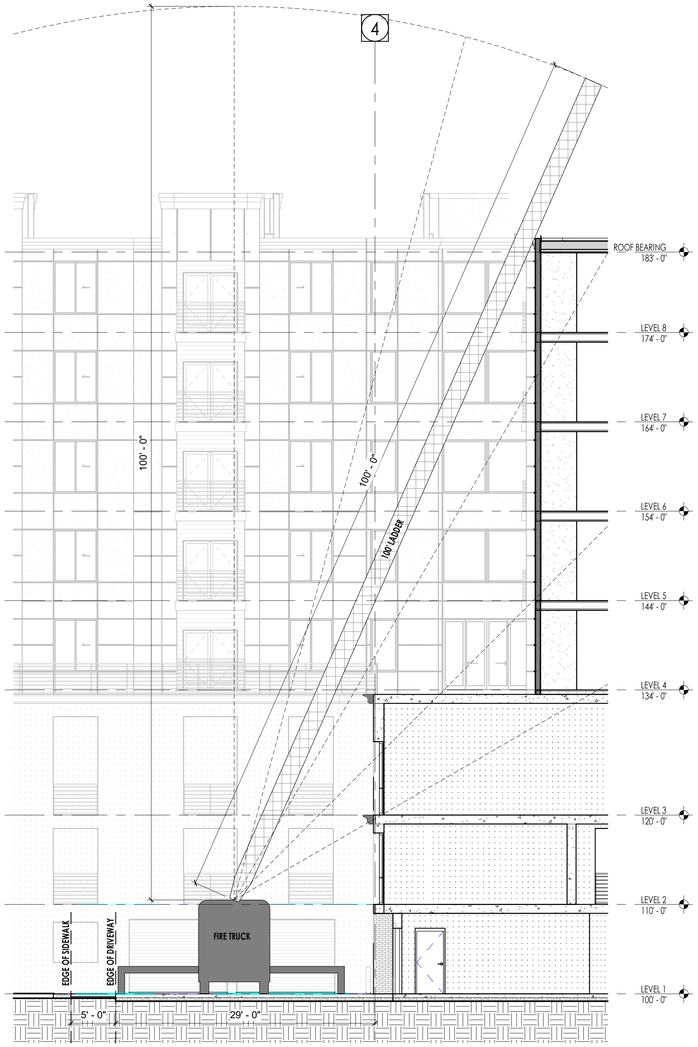
D306

30 APRIL, 2026



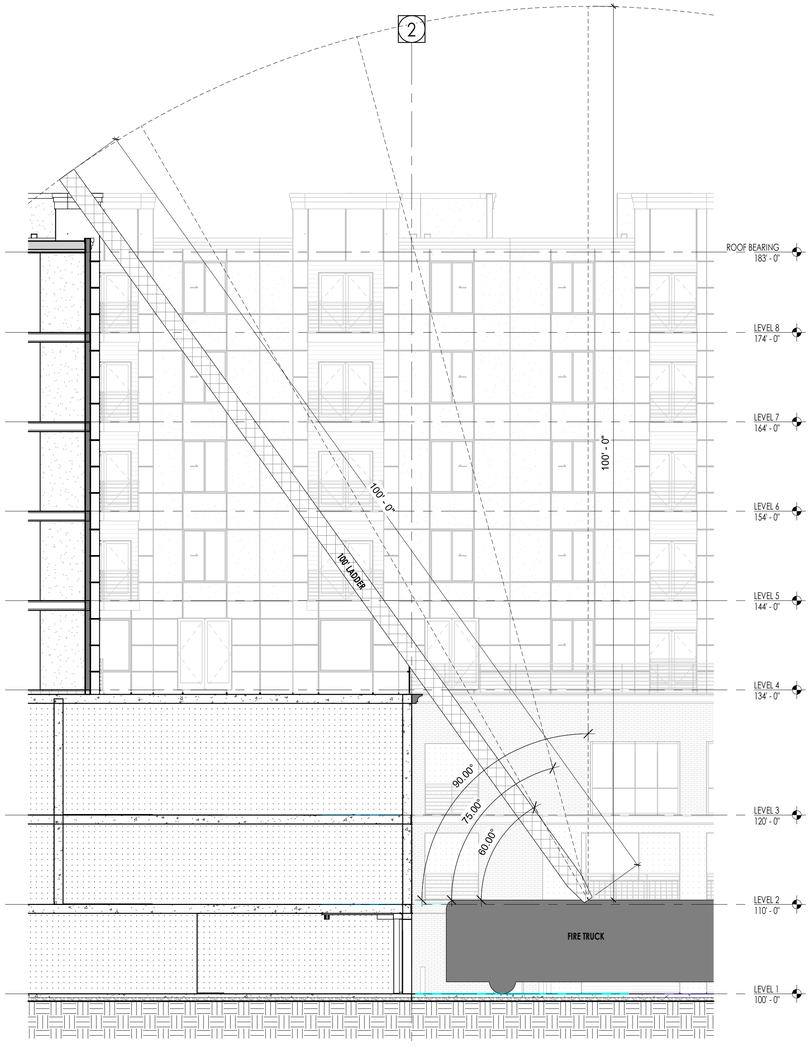
FIRE ACCESS EXHIBIT AT STATE STREET — 1 / D307

1/8" = 1'-0"



FIRE ACCESS EXHIBIT AT PRIVATE FIRE LANE — 2 / D307

1/8" = 1'-0"



FIRE TRUCK ACCESS AT PRIVATE LANE BACK IN — 3 / D307

1/8" = 1'-0"

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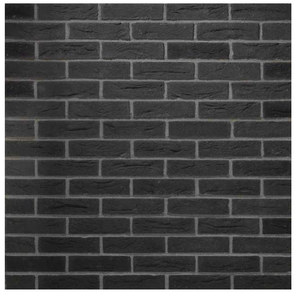
STONEBROOK MU APARTMENTS

4244 S. STATE STREET, MILLCREEK, UTAH

FIRE ACCESS EXHIBIT

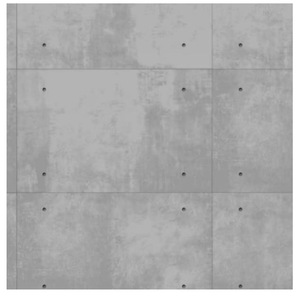
D307

30 APRIL, 2026



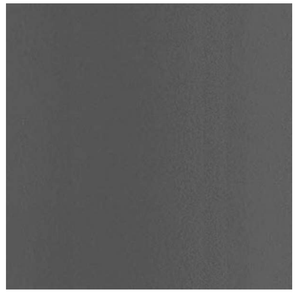
BRICK

MANUF: AURA BRICK OR EQUAL
COLOR: SMOKY CHARCOAL



CONCRETE PARKING STRUCT.

MANUF: N/A
COLOR: NATURAL GRAY CONCRETE



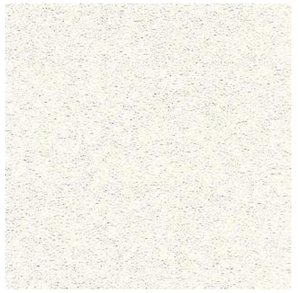
FIBER CEMENT PANEL

MANUF: JAMES HARDIE OR EQUAL
COLOR: NIGHT GRAY



FIBER CEMENT LAP SIDING

MANUF: JAMES HARDIE OR EQUAL
COLOR: WOOD TONE "SAND CASTLE"



STUCCO

MANUF: DRYVIT OR WESTERN
ONEKOTE OR EQ.
COLOR: CHINA WHITE



TRIM

MANUF: JAMES HARDIE OR EQ.
COLOR: IRON GRAY



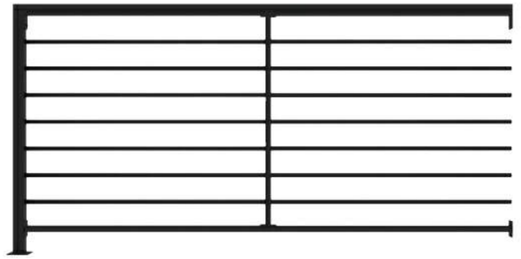
WINDOWS

MANUF: AMSCO OR EQ.
COLOR: BLACK VINYL



STOREFRONT

MANUF: KAWNEER OR EQ.
COLOR: BLACK



RAILINGS

MANUF: STEEL
COLOR: BLACK

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STONEBROOK MU APARTMENTS

4244 S. STATE STREET, MILLCREEK, UTAH

COLOR AND MATERIAL SELECTIONS

D501

30 APRIL, 2026

LETTER OF INTENT

Re: Zoning Map Amendment Request
Proposed Rezoning from M (Manufacturing) to MD (Mixed Development)
To:
Millcreek City Planning Department
1330 E Chambers Ave
Millcreek, Utah 84106

Property Address: 4244 S State Street, Millcreek, Utah
Parcel Numbers: 22-06-103-003 & 22-06-103-004
Applicant: Stonebrook Apartments LLC

Dear Millcreek City Staff, Planning Commission, and City Council:

Stonebrook Apartments LLC respectfully submits this Letter of Intent in support of its request for a Zoning Map Amendment to rezone the above-referenced property from **M (Manufacturing)** to **MD (Mixed Development)**.

The requested zoning amendment is intended to allow a mixed-use development pattern that is better aligned with the subject property's location, surrounding land uses, access to transit, and the City's broader planning objectives for the State Street corridor. The proposed MD zoning would accommodate a vertical mixed-use project consisting of multifamily residential units above ground-floor commercial space, which is not permitted under the existing M zoning designation.

The subject property is located along State Street and in proximity to regional transit infrastructure, including the nearby Murray TRAX station. Given this context, the existing Manufacturing designation does not reflect the most appropriate long-term land use for the site. The proposed rezoning to MD would allow the property to transition to a more compatible urban form that supports housing opportunities, walkability, and corridor reinvestment in a transit-accessible location.

The proposed development is intended to provide **100% income-restricted affordable housing** through a financing structure utilizing **tax-exempt Private Activity Bonds** and **4% Low-Income Housing Tax Credits (LIHTC)**, to be administered through the Utah Housing Corporation. This financing model is designed to support a financially feasible affordable housing project by combining bond proceeding with tax credit equity, thereby reducing permanent debt and improving long-term project stability. The affordability program is anticipated to serve households earning between **60% and 80% of Area Median Income (AMI)**. This income range is intended to provide workforce housing opportunities for households employed in essential and service-oriented sectors, including education, healthcare, public safety, and related fields. The proposed affordability structure is intended to maintain full income restriction across the residential units while preserving the financial feasibility necessary for long-term ownership and operation.

Long-term affordability will be secured through a recorded **Land Use Restriction Agreement (LURA)** consistent with LIHTC requirements. That agreement will establish enforceable income and rent restrictions for the applicable compliance period, with annual income certifications and rent limits tied to HUD-published AMI data.

In addition to the residential component, the project includes **two ground-floor commercial units** intended for small-scale, neighborhood-serving uses such as retail, café, or coffee shop space. These commercial areas are intended to support an active street presence and provide amenities that are compatible with both the residential character of the project and the surrounding corridor. The site has been planned with sufficient parking space to satisfy anticipated parking demand for these commercial spaces, including typical retail or restaurant-related requirements.

The building is also being designed to efficiently utilize the site while remaining consistent with applicable building and life-safety standards. The proposed structure is intended to extend to **85 feet in height**, while remaining outside of high-rise standards. In addition, **no occupied floor will be located above 75 feet from the lowest level of fire department vehicle access**. This approach is intended to maximize the site's residential capacity while remaining responsive to fire access and code-related design parameters.

Compared to uses permitted under the existing M zoning designation, the proposed MD zoning would allow the site to develop in a manner that is more integrated with the surrounding urban context and more supportive of current community needs. The proposed mixed-use development would introduce housing, support corridor activity, and contribute to the continued evolution of State Street as a more active and transit-supportive environment.

The MD zone is well suited to this site because it provides the flexibility necessary to accommodate a mixed-use project with residential density appropriate for a transit-served corridor. That flexibility is important to achieving the project's affordable housing objectives while also allowing the site to develop in a manner that is consistent with the City's planning framework.

Stonebrook Apartments LLC remains committed to working collaboratively with Millcreek City staff, the Planning Commission, and the City Council throughout the review and entitlement process. The applicant appreciates the City's consideration of this request and looks forward to continuing to refine the proposal in a manner that aligns with applicable plans, ordinances, and community goals.

Thank you for your consideration.

Sincerely,

By: _____

Name: Tyler Brady
Title: Owner
Email: Tyler@HighEquityHB.com

Neighborhood Meeting Summary

Project: 4244 S State Street – Proposed Rezoning from M-1 to MD (Mixed Development)
Date of Meeting: October 13, 2025
Location: Millcreek City Conference Room
Time: 6pm

Attendees:

- Developer / Applicant: Tyler Brady – Stonebrook Apartments LLC
Public Attendees:

1. Melissa Anderson

Meeting Overview:

The required neighborhood meeting was held to inform nearby residents and property owners about the proposed zoning map amendment for 4244 S State Street, Millcreek, Utah. One community member attended the meeting.

During the meeting, the applicant explained the process and timeline for rezoning the property from M-1 (Manufacturing) to MD (Mixed Development) to allow for a mixed-use project consisting of residential units over ground-floor retail space.

The Discussion Included:

-- The steps required for the rezoning process, including Planning Commission and City Council review.
-- The type of retail uses being considered along State Street, intended to activate the street frontage and provide neighborhood-serving businesses.
-- The potential for including affordable or workforce housing units within the project and the benefits such housing brings to the community, particularly its proximity to the Murray TRAX station and location directly along the State Street corridor.
-- The attendee expressed interest in the development process and the positive impact this project could have on improving the area's vibrancy and accessibility.

Conclusion:

The meeting successfully provided an opportunity for community feedback and ensured that nearby property owners were informed of the proposed zoning change and overall project intent. Notes from the meeting will be submitted as part of the official rezoning application packet to the Millcreek Planning Commission.

2479 S. Lake Park Blvd, West Valley City, UT 84120
www.utahhousingcorp.org
P: 801.902.8200

May 1, 2026

Francis Xavier Lilly, AICP
Planning & Zoning Director
1330 East Chambers Ave.
Millcreek, UT 84106

RE: PROPOSED STONEBROOK AFFORDABLE APARTMENTS

Dear Mr. Lilly,

We have met with Tyler Brady and discussed his proposed Stonebrook affordable apartment project in Millcreek, Utah. Utah Housing Corporation is supportive of the proposed affordable multifamily project and would encourage Millcreek City to re-zone the property located at 4244 South State Street so that the owner may submit an application for Low Income Housing Tax Credits for Stonebrook Affordable Apartments in a future round.

Sincerely,

Anna Sullivan
Housing Credit Allocation Manager
Multifamily Finance & Development
Utah Housing Corporation

When recorded, return to:

Millcreek
1330 E Chambers Ave
Millcreek, UT 84106

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered into this ___ day of _____, 2026, by and between Tyler Brady ("Developer"), for the land to be included in or affected by the project located at approximately 4244 S State Street in Millcreek Utah, a municipal corporation of the State of Utah ("City"). The Developer and the City are sometimes referred to as the "Parties."

RECITALS

WHEREAS, Developer owns approximately .97 acres of real property located at 4244 S State Street in Millcreek, Utah ("Property") and intends to develop the Property. A legal description of the Property is attached hereto as exhibit "A." The Parties desire that the Property be developed in a unified and consistent fashion and establish minimum standards for a new affordable housing development (the "Project") on the Property; and

WHEREAS, Developer hereby represent to the Millcreek Council that it is voluntarily entering into this Agreement; and

WHEREAS, Developer is willing to restrict the Property in a manner that is in harmony with the objectives of the City's General Plan and long-range development objectives, and which addresses the more specific development issues set forth in this Agreement, and is willing to abide by the terms of this Agreement; and

WHEREAS, the City, acting pursuant to its authority under the Utah Municipal Land Use, Development, and Management Act, Utah Code Ann. §10-20-101, *et seq*., and its ordinances, resolutions, and regulations, and in furtherance of its land-use policies, has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **Affected Property**. The legal description of the Property contained within the Project boundaries is attached as exhibit "A." No additional property may be added to or removed from this description for the purposes of this Agreement except by written amendment to this Agreement executed and approved by Developer and the City.

2. **Reserved Legislative Powers**. Nothing in this Agreement shall limit the future exercise of police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space, and related land-use plans, policies, ordinances and regulations after the date of this Agreement, provided that the adoption and exercise of such power shall not restrict Developer's vested rights to develop the Project as provided herein. This Agreement is not intended to and does not bind the Millcreek Council in the independent exercise of its legislative discretion with respect to such zoning regulations.

3. **Compliance with City Ordinances and Standards**. Developer acknowledges and agrees that nothing in this Agreement shall be deemed to relieve it from the obligation to comply with all applicable ordinances and requirements of the City necessary for development of the Project, including the payment of fees, and compliance with applicable City standards.

4. **Specific Design Conditions**. The Project shall be developed and constructed as set forth in the specific design conditions/criteria set forth in exhibits "B", "C", and "D". The Project shall also comply with all requirements set forth in the minutes of the Millcreek Planning Commission and Millcreek meetings on this matter.

5. **Agreement to Run With the Land**. This Agreement shall be recorded in the Office of the Salt Lake County Recorder, shall be deemed to run with the Property, and shall encumber the same; and shall be binding on and inure to the benefit of all successors and assigns of Developer in the ownership or development of any portion of the Property. This Agreement supersedes any and all development agreements that have been executed concerning the Property.

6. **Assignment.** Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without the consent of the other

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party. This Agreement shall be binding upon any successors and assigns. This restriction on assignment is not intended to prohibit or impede the sale by Developer.

7. **No Joint Venture, Partnership or Third Party Rights**. This Agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties hereto nor any rights or benefits to third parties, except as expressly provided herein.

8. **Integration. Modification, and Entire Agreement**. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and integrates all prior conversations, discussions, or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed and approved by the parties hereto. Exhibits A, B, C, and D are hereby incorporated into this Agreement.

9. **Notices.** Any notices, requests, or demands required or desired to be given hereunder shall be in writing and should be delivered personally to the party for whom intended, or, if mailed by certified mail, return receipt requested, postage prepaid to the parties as follows:

TO DEVELOPER: Tyler Brady
Developer Address

TO CITY: Millcreek
Cheri Jackson, Mayor
1330 E Chamber Ave
Millcreek, Utah 84106

Any party may change its address by giving written notice to the other party in accordance with the provisions of this section.

10. **Choice of Law and Venue**. Any dispute regarding this Agreement shall be heard and settled under the laws of the State of Utah. Any Utah litigation regarding this Agreement shall be filed in the Third District Court in Salt Lake City, Utah. Any federal litigation regarding this Agreement shall be filed in the United States District Court for the District of Utah in Salt Lake City, Utah.

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11. **Severability.** In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding upon the parties. One or more waivers of any term, condition, or other provision of this Agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provision.

12. **Limitation on Recovery for Default – No Damages.** No party shall be entitled to any claim for any monetary damages as a result of any breach of this Agreement and each Party waives any claims thereto. The sole remedy available to Developer or and assignee shall be that of specific performance. Notwithstanding such limitation the City may withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project in the case of a default by Develop or any assignee.

13. **Term of Agreement.** The term of this Agreement shall be until July 31, 2036 and shall automatically expire on such date. If the Developer fails to perform its obligations hereunder or to comply with the terms hereof, the City may terminate this Agreement and Developer irrevocably consents that the property be rezoned to the zone that existed on the property prior to the adoption of this Agreement.

14. **Force Majeure.** Neither party shall be liable or deemed to be in default for any delay, failure, or interruption in performance under the Agreement resulting, directly or indirectly, from acts of God, acts of civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions, or any other cause beyond the control of either party. Both Parties, however, agree to make good faith efforts to perform under this Agreement in the event of any such circumstance.

15. **Construction.** The Parties stipulate that this Agreement and all agreements or documents incorporated herein shall not be subject to the rule of construction that a written agreement is construed against the Party preparing or drafting that Agreement.

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

17. **No Waiver**. The failure of either Party to exercise in any respect a right provided for in this Agreement shall not be deemed to be a subsequent waiver of the same right or of any other right.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

MILLCREEK

_____
Cheri Jackson, Mayor

ATTEST:

_____
Elyse Sullivan, City Recorder

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by Cheri Jackson and Elyse Sullivan as the Mayor and the City Recorder, respectively, of Millcreek, a Utah municipality.

_____
Notary Public

DRAFT

DEVELOPER

By: _____

Title: _____

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____.

_____
Notary Public

DRAFT

Exhibit A
Location of Development

Parcel No.
22061030040000
4244 S State Street

Legal Description
BEG IN CEN OF STATE ST 51.52 RDS E & 86.82 RDS N FR SW COR LOT 5 SEC 6 T 2S R 1E SL MER N 50.5 FT W 166 FT N 80 FT W 123.74 FT S 230 FT M OR L E 123.74 FT N 100 FT E 166 FT TO BEG LESS STREET 0.62 AC

Parcel No.
22061030030000
4244 S State Street

Legal Description
COM IN CEN OF STATE ST 51.52 RDS E & 89.88 RDS N FR SW COR LOT 5 SEC 6 T 2S R 1E SL MER N 80 FT M OR L W 166 FT S 80 FTM OR L E 166 FT TO BEG LESS ST 0.18 AC

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Exhibit B
Project Specifications

Developer and the City agree that the proposed development will incorporate the following:

1. Use of the Property is limited to an affordable multi-family housing project targeting populations with a household income up to 80% of Salt Lake County's area median income for 30 years.

2. The first floor of the project fronting State Street shall be built for and used as commercial space. The area for this commercial space shall be no less than 2,000 square feet.

3. The project will consist of up to 115 units with 22 being 2-bedroom and 93 being 1-bedroom units.

4. The project will include 159 parking stalls for the development. Parking stalls shall be provided free of charge to residents. No additional fees or premiums shall be charged for resident and guest parking. Parking spaces may not be conveyed or leased separately from a unit.

5. The project shall not exceed 85 feet in total height with no occupied floor being located above 75 feet in height from the final grade of the site.

6. The project site shall be laid out as shown in Exhibit "C" of this agreement.

7. The project shall be constructed of materials shown in Exhibit "D" of this agreement.

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Exhibit C
Site Plan

DRAFT

Exhibit D
Elevations & Building Materials

DRAFT

HALES ENGINEERING
innovative transportation solutions

Stonebrook Apartments

Traffic Impact Study



Millcreek, Utah

July 2, 2026

UT26-3269

LICENSED PROFESSIONAL ENGINEER
NO. 12810784
Jared J. Berrett
07/02/2026
STATE OF UTAH

1220 North 500 West, Ste. 202 Lehi, UT 84043 p 801.766.4343
www.halesengineering.com

EXECUTIVE SUMMARY

This study addresses the traffic impacts associated with the proposed Stonebrook Apartments development located in Millcreek, Utah. The development is located 350 feet north of the Fireclay Avenue / State Street (US-89) intersection.

The purpose of this traffic impact study is to analyze traffic operations at key intersections for existing (2026) and future (2031) conditions with and without the proposed project and to recommend mitigation measures as needed. The morning and evening peak hour level of service (LOS) results are shown in Table ES-1. Recommended storage lengths are shown in Table ES-2. An exhibit of the proposed mitigated roadway network is shown in Figure ES-1. A site plan of the project is provided in Appendix A.

Table ES-1: Peak Hour Level of Service Results

	Intersection	Level of Service											
		Existing (2026)						Future (2031)					
		Background		BG Mitigated		Plus Project		Background		BG Mitigated		Plus Project	
		AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM
1	3900 South / US-89	C	D	C	D	C	D	C	E	C	D	C	D
2	4180 South (Gordon Lane) / US-89	c	f	c	f	c	f	c	f	d	f	d	f
3	Existing North Access / US-89	a	a	a	a	-	-	a	a	a	a	-	-
4	Existing South Access / US-89	a	a	a	c	-	-	a	c	a	b	-	-
5	Project Access / US-89	-	-	-	-	b	e	-	-	-	-	c	e
6	Fireclay Avenue / US-89	c	e	c	e	c	e	c	e	c	f	c	f
7	4500 South / State Street US-89	C	E	C	D	C	D	C	E	C	D	C	D

1. Intersection LOS values represent the overall intersection average for roundabout, signalized, and all-way stop-controlled (AWSC) intersections (uppercase letter) and the worst movement for all other unsignalized intersections (lowercase letter)
BG = Background

Source: Hales Engineering, July 2026

Table ES-2: Recommended Storage Lengths

	Intersection	Recommended Storage Lengths (feet)											
		Northbound				Eastbound				Westbound			
		LT		RT		LT		RT		LT		RT	
		E	P	E	P	E	P	E	P	E	P	E	P
1	3900 South / US-89	375	-	200	**350**	325	-	175	-	125	-	150	-
7	4500 South / State Street US-89	300	-	200	**250**	275	-	-	**275**	375	-	-	**100**

1. Storage lengths are based on 2031 95th percentile queue lengths and do not include required deceleration / taper distances
2. E = Existing storage length (approximate), if applicable; P = proposed storage length for new turn lanes or changes to existing turn lanes, if applicable

Source: Hales Engineering, July 2026

SUMMARY OF KEY FINDINGS & RECOMMENDATIONS

Project Conditions		
• The development will consist of multi-family residential dwelling units with ground-floor commercial space • The project is anticipated to generate approximately 765 weekday daily trips, including 63 trips in the morning peak hour, and 86 trips in the evening peak hour • The volume threshold is met for a northbound left-turn pocket at the Project Access / US-89 intersection. However, this may not be feasible with the current southbound left-turn pocket at the Fireclay Avenue / US-89 intersection and vehicles will use the current striped median to make that movement.		
2026	**Background**	**Plus Project**
Findings	• Poor LOS at the 4180 South, Fireclay Avenue and 4500 South / US-89 intersections • Excessive queue lengths at the 4500 South and 3900 South / US-89 intersections	• Poor LOS at the 4180 South, Fireclay Avenue and Project Access / US-89 intersections
Mitigations	• **4500 South / US-89:** Install an eastbound right-turn pocket and adjust signal timing splits for more eastbound green time • **3900 South / US-89:** Adjust signal timing splits for more southbound green time	• None, it is anticipated that project traffic will reroute or utilize the center median turn lane to avoid excessive delays.
2031	**Background**	**Plus Project**
Findings	• Poor LOS at the 4180 South, Fireclay Avenue, 4500 South, and 3900 South / US-89 intersections	• Poor LOS at the 4180 South, Fireclay Avenue and Project Access / US-89 intersections
Mitigations	• **4500 South / US-89:** Install a westbound right-turn pocket and dual northbound left-turn lanes	• None additional

Figure ES-1: Mitigated Roadway Network

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I. INTRODUCTION

A. Purpose

This study addresses the traffic impacts associated with the proposed Stonebrook Apartments development located in Millcreek, Utah. The proposed project is located 350 feet north of the Fireclay Avenue / State Street (US-89) intersection. Figure 1 shows a vicinity map of the proposed development.

The purpose of this traffic impact study is to analyze traffic operations at key intersections for existing (2026) and future (2031) conditions with and without the proposed project and to recommend mitigation measures as needed.



Figure 1: Vicinity map showing the project location in Millcreek, Utah

B. Scope

The study area was defined based on conversations with the development team, Millcreek City, and UDOT Region Two. This study was scoped to evaluate the traffic operational performance impacts of the project on the following intersections:

- 3900 South / State Street (US-89)
- 4180 South (Gordon Lane) / State Street (US-89)
- Project Access / State Street (US-89)
- Fireclay Avenue / State Street (US-89)
- 4500 South / State Street (US-89)

C. Analysis Methodology

Level of service (LOS) is a term that describes the operating performance of an intersection or roadway. LOS is measured quantitatively and reported on a scale from A to F, with A representing the best performance and F the worst. Table 1 provides a brief description of each LOS letter designation and an accompanying average delay per vehicle for both signalized and unsignalized intersections.

The *Highway Capacity Manual* (HCM), 7th Edition, 2022 methodology was used in this study to remain consistent with "state-of-the-practice" professional standards. This methodology has different quantitative evaluations for signalized and unsignalized intersections. For signalized, roundabout, and all-way stop-controlled (AWSC) intersections, the LOS is provided for the overall intersection (weighted average of all approach delays). For all other unsignalized intersections, LOS is reported based on the worst movement.

Using Synchro/SimTraffic software, which follow the HCM methodology, the peak hour LOS was computed for each study intersection. Multiple runs of SimTraffic were used to provide a statistical evaluation of the interaction between the intersections. The detailed LOS reports are provided in Appendix C. Hales Engineering also calculated the 95th percentile queue lengths for the study intersections using SimTraffic. The detailed queue length reports are provided in Appendix D.

Many of the figures in this report are printouts of the Synchro model. These figures are not meant to be a design exhibit for exact lane striping and design, due to the limitations of the Synchro software. Instead, the purpose of these figures is to show assumed peak hour turning movement volumes and the conceptual travel lane configuration of the study roadway network.

D. Level of Service Standards

For the purposes of this study, a minimum acceptable intersection performance for each of the study intersections was set at LOS D. If levels of service E or F conditions exist, an explanation and/or mitigation measures will be presented. A LOS D threshold is consistent with "state-of-the-practice" traffic engineering principles for urbanized areas.

Table 1: Level of Service Description

LOS		Description of Traffic Conditions	Average Delay (seconds/vehicle)	
			Signalized Intersections	Unsignalized Intersections
A		Free Flow / Insignificant Delay	≤ 10	≤ 10
B		Stable Operations / Minimum Delays	> 10 to 20	> 10 to 15
C		Stable Operations / Acceptable Delays	> 20 to 35	> 15 to 25
D		Approaching Unstable Flows / Tolerable Delays	> 35 to 55	> 25 to 35
E		Unstable Operations / Significant Delays	> 55 to 80	> 35 to 50
F		Forced Flows / Unpredictable Flows / Excessive Delays	> 80	> 50

Source: Hales Engineering Descriptions, based on the *Highway Capacity Manual* (HCM), 7th Edition, 2022 Methodology (Transportation Research Board)

II. EXISTING (2026) BACKGROUND CONDITIONS

A. Purpose

The purpose of the background analysis is to study the intersections and roadways during the peak travel periods of the day with background traffic and geometric conditions. Through this analysis, background traffic operational deficiencies can be identified, and potential mitigation measures recommended. This analysis provides a baseline condition that may be compared to the build conditions to identify the impacts of the development.

B. Roadway System

The primary roadways that will provide access to the project site are described below:

State Street (US-89) – is a state-maintained roadway (classified by UDOT access management standards as a "Regional Priority – Urban Importance" facility, or access category 5 roadway). The roadway has three travel lanes in each direction. As identified and controlled by UDOT, this roadway has minimum signalized intersection spacing of one-half mile (2,640 feet), minimum unsignalized street spacing of 660 feet, and minimum driveway spacing of 350 feet. The posted speed limit is 40 mph in the study area.

C. Crash Data Summary

Hales Engineering obtained crash data within 250 feet of the study intersection(s). Five years of crash data were collected between January 1, 2021, and December 31, 2025, and the data is summarized by crash severity in Table 2 and by crash type in Table 3. As shown, there were a total of 416 crashes within the study area. The detailed crash data reports are provided in Appendix E. Due to the use of crash data, this report may be protected by 23 USC 407.

There were two fatal crashes reported in the study area, which are detailed below:

- In September 2023, a pedestrian died after being struck while crossing State Street at 3900 South by a northbound vehicle in nighttime conditions.
- In June 2023, a motorcycle on 4500 South making an eastbound left-turn onto State Street was struck in the intersection by a car traveling northbound straight through the intersection and died shortly after.

Table 2: Crash Severity by Intersection

Intersection	Crash Severity					Total Crashes at Intersection
	Fatal	Suspected Serious Injury	Suspected Minor Injury	Possible Injury	Property Damage Only	
3900 South / US-89	1	7	31	31	95	**165**
4180 South / US-89	0	3	0	6	13	**22**
Fireclay Avenue / US-89	0	1	4	1	12	**18**
4500 South / US-89	1	6	19	31	154	**211**
TOTAL	**2**	**17**	**54**	**69**	**274**	**416**

Source: UDOT Numetric AASHTOWare, July, 2026

Table 3: Crash Type by Intersection

Intersection	Crash Type					Total Crashes at Intersection
	Front to Rear	Single Vehicle	Angle	Sideswipe	Other	
3900 South / US-89	42	12	88	21	2	**165**
4180 South / US-89	4	1	13	2	2	**22**
Fireclay Avenue / US-89	4	2	9	3	0	**18**
4500 South / US-89	74	7	76	43	11	**211**
TOTAL	**124**	**22**	**186**	**69**	**15**	**416**

Source: UDOT Numetric AASHTOWare, July, 2026

D. Traffic Volumes

Weekday morning (7:00 to 9:00 a.m.) and evening (4:00 to 6:00 p.m.) peak period traffic counts were performed at the following intersections:

- 3900 South / State Street (US-89)
- 4180 South (Gordon Lane) / State Street (US-89)
- Existing North Access / State Street (US-89)
- Existing South Access / State Street (US-89)
- Fireclay Avenue / State Street (US-89)
- 4500 South / State Street (US-89)

The counts were performed on Tuesday, June 10, 2026. The morning peak hour was determined to be between 7:45 and 8:45 a.m., and the evening peak hour was determined to be between 5:00 and 6:00 p.m. The evening peak hour volumes were approximately 41% higher than the morning peak hour volumes. Both the morning and evening peak hour volumes were used in the analysis. No vehicles were counted entering or exiting the Existing North Access. Detailed count data are included in Appendix B.

Hales Engineering made seasonal adjustments to the observed traffic volumes. Monthly traffic volume data were obtained from a nearby UDOT automatic traffic recorder (ATR) on SR-71 (ATR #406). In recent years, traffic volumes in June have been equal to approximately 105% of average traffic volumes. The observed traffic volumes were left unadjusted as a conservative measure.

Figure 2 shows the existing morning and evening peak hour volumes as well as intersection geometry at the study intersections.

E. Level of Service Analysis

Hales Engineering determined that the westbound left turns at the 4180 South / US-89 intersection and Fireclay Avenue / US-89 intersections as well as the eastbound movements at the 4500 South / US-89 intersection were observed to operate at a poor level of service during the evening peak hour, as shown in Table 4.

F. Queuing Analysis

Hales Engineering calculated the 95th percentile queue lengths for each of the study intersections. Significant 95th percentile queue lengths during the morning and evening peak hour were found. These queues include more than 1,000 feet of queuing on the eastbound approach at the 4500 South / US-89 Intersection and 800 feet of southbound queuing at the 3900 South / US-89 intersection.

Table 4: Existing (2026) Background Peak Hour LOS

Intersection		LOS (Sec. Delay / Veh.) / Movement[1]	
Description	Control	Morning Peak	Evening Peak
3900 South / US-89	Signal	C (25.3)	D (40.0)
4180 South / US-89	WB Stop	c (23.7) / WBL	f (>50) / WBL
Existing South Access / US-89	EB Stop	a (1.5) / NBT	a (9.2) / EBR
Fireclay Avenue / US-89	EB Stop	c (15.7) / EBL	e (36.6) / EBL
4500 South / US-89	Signal	C (34.3)	E (76.2)

1. Movement indicated for unsignalized intersections where delay and LOS represents worst movement. SBL = Southbound left movement, etc.
2. Uppercase LOS used for signalized, roundabout, and AWSC intersections. Lowercase LOS used for all other unsignalized intersections.

Source: Hales Engineering, July 2026

G. Mitigation Measures

An eastbound right-turn pocket is recommended at the 4500 South / US-89 intersection. Additionally, it is anticipated that signal timing adjustments at 4500 South / US-89 and 3900 South / US-89 will lower the observed queue lengths. Additional improvements to consider are installing a westbound left-turn pocket at the 4180 South / US-89 intersection and an eastbound left-turn

pocket at the Fireclay Avenue / US-89 intersection, though these improvements were not assumed in the mitigated scenario.

H. Mitigated Scenario

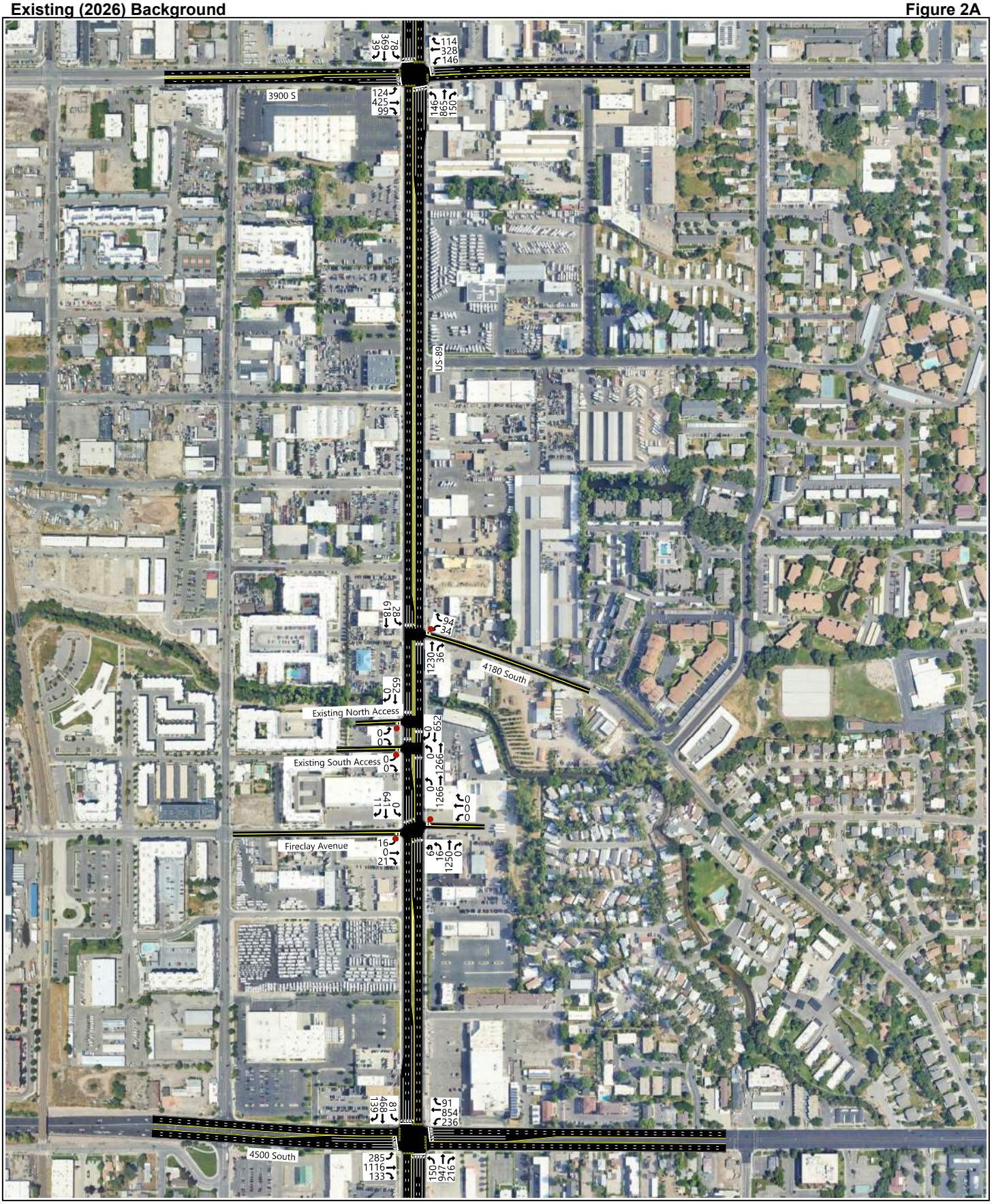
Hales Engineering ran a mitigated scenario assuming an eastbound right-turn pocket as well as signal timing adjustments at the 4500 South / US-89 intersection. It is anticipated that 4500 South / US-89 will improve to an acceptable LOS. These results serve as a baseline condition for the impact analysis of the proposed development during existing (2026) conditions.

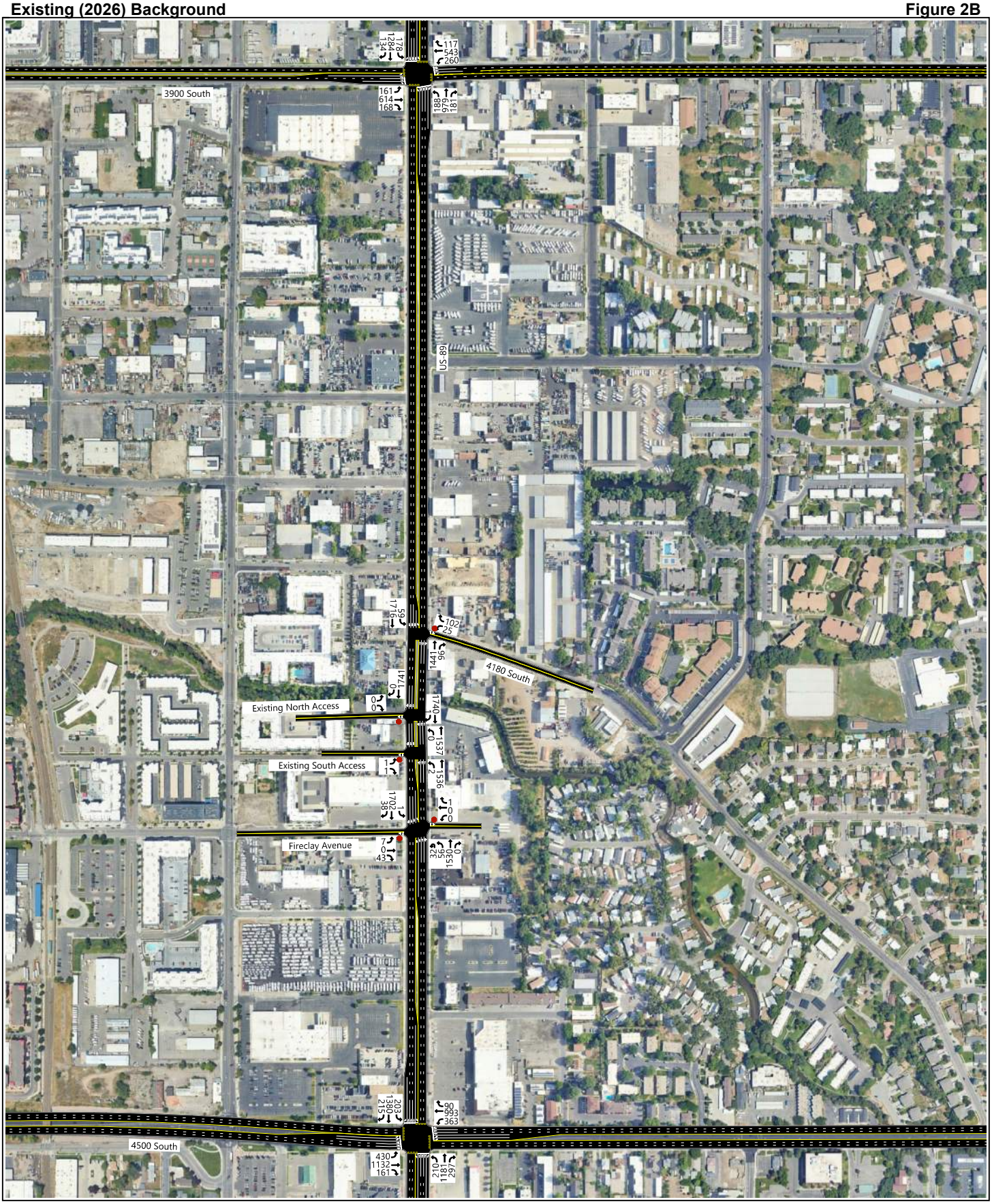
Table 5: Existing (2026) Background Peak Hour LOS - Mitigated

Intersection		LOS (Sec. Delay / Veh.) / Movement[1]	
Description	Control	Morning Peak	Evening Peak
3900 South / US-89	Signal	C (24.7)	D (45.3)
4180 South / US-89	WB Stop	c (23.9) / WBL	f (>50) / WBL
Existing South Access / US-89	EB Stop	a (1.4) / NBT	c (18.9) / EBR
Fireclay Avenue / US-89	EB Stop	c (19.2) / EBL	e (40.2) / EBL
4500 South / US-89	Signal	C (33.5)	D (50.3)

1. Movement indicated for unsignalized intersections where delay and LOS represents worst movement. SBL = Southbound left movement, etc.
2. Uppercase LOS used for signalized, roundabout, and AWSC intersections. Lowercase LOS used for all other unsignalized intersections.

Source: Hales Engineering, July 2026


3900 S
US-89
4180 South
4500 South
Existing North Access
Existing South Access
Fireclay Avenue


3900 South
US-89
4180 South
Existing North Access
Existing South Access
Fireclay Avenue
4500 South
178
1284
134
117
342
260
161
611
168
188
988
181
59
1716
702
25
96
1441
0
1741
0
0
1740
0
1537
1
1
2
1536
1702
38
1
0
0
7
0
43
32
56
1530
0
202
1389
215
90
993
363
430
1132
161
210
1187
297

III. PROJECT CONDITIONS

A. Purpose

The project conditions discussion explains the type and intensity of development. This provides the basis for trip generation, distribution, and assignment of project trips to the surrounding study intersections defined in Chapter I.

B. Project Description

The proposed Stonebrook Apartments development is located 350 feet north of the Fireclay Avenue / State Street (US-89) intersection. The development will consist of multi-family residential dwelling units with ground-floor commercial space. A concept plan for the proposed development is provided in Appendix A. The proposed land use for the development has been identified in Table 6.

Table 6: Project Land Uses

Land Use	Intensity
Multi-family Residential	115 Units
Commercial / Retail	1,650 sq. ft.

C. Trip Generation

Trip generation for the development was calculated using trip generation rates published in the Institute of Transportation Engineers (ITE), *Trip Generation*, 12th Edition, 2025. Trip reductions for pass-by trips and internal capture were estimated and applied to the project.

Pass-by trips are trips already on the road that visit the site before continuing the original route. Hales Engineering referenced average ITE pass-by rates and assumed lower percentages to be conservative in the analysis, as shown in Table 7.

Internal capture trips are trips that stay within the development due to a mix of land uses instead of entering or exiting the site externally. Hales Engineering estimated internal capture based on ITE's Internal Trip Capture Estimation Tool and assumed lower percentages to be conservative in the analysis, as shown in Table 7. Printouts of the internal capture results from the tool are provided in Appendix F.

Table 7: Trip Reductions

Time Period	Land Use	Pass-by		Internal Capture	
		ITE	Assumed	ITE	Assumed
Daily	Strip Retail Plaza	-	5%	5%	5%
Morning	Strip Retail Plaza			0%	0%
Evening	Strip Retail Plaza			9%	5%

Trip generation for the proposed project is included in Table 8. The total trip generation for the development is as follows:

- Daily Trips: 765
- Morning Peak Hour Trips: 63
- Evening Peak Hour Trips: 86

Table 8: Trip Generation

Trip Generation Millcreek - Stonebrook Apartments TIS													
	Land Use[1]	# of Units	Unit Type	Trip Generation					Reductions		New Trips		
				Total	% In	% Out	In	Out	Internal Capture	Pass-by	In	Out	Total
Weekday Daily													
	Affordable Housing (223)	151	DU	728	50%	50%	364	364	5%	0%	346	346	692
	Strip Retail Plaza, <40k (822)	1.65	KSF	90	50%	50%	45	45	5%	15%	37	36	73
	TOTAL			**818**			**409**	**409**			**383**	**382**	**765**
AM Peak Hour													
	Affordable Housing (223)	151	DU	56	29%	71%	16	40	0%	0%	16	40	56
	Strip Retail Plaza, <40k (822)	1.65	KSF	8	55%	45%	4	4	0%	15%	4	3	7
	TOTAL			**64**			**20**	**44**			**20**	**43**	**63**
PM Peak Hour													
	Affordable Housing (223)	151	DU	70	59%	41%	41	29	5%	0%	39	28	67
	Strip Retail Plaza, <40k (822)	1.65	KSF	24	50%	50%	12	12	5%	15%	9	10	19
	TOTAL			**94**			**53**	**41**			**48**	**38**	**86**

1. Land Use Code from the Institute of Transportation Engineers (ITE) *Trip Generation* ,12th Edition, 2025.

SOURCE: Hales Engineering, June 2026

D. Trip Distribution and Assignment

Trip distribution percentages for new trips were based on the type of trip and the proximity of project access points to major streets, high population densities, and regional trip attractions. Existing travel patterns observed during data collection were also used to establish these distribution percentages, especially near the site. The assumed distribution of new trips during the morning and evening peak hour is shown in Table 9.

Trip distribution percentages for pass-by trips were calculated based on the existing directional traffic on the major roads near the project, as summarized in Table 10.

Table 9: New Trip Distribution

Direction	% To/From Project
North	25%
South	20%
East	15%
West	40%

Table 10: Pass-by Trip Distribution

Direction	%
Northbound	40%
Southbound	60%

These trip distribution assumptions were used to assign the morning and evening peak hour trip generation at the study intersections to create trip assignment for the proposed development. Trip assignment for the development is shown in Figure 3.

E. Access

The proposed access for the site will be gained at the following locations:

US-89:

- The Project Access will be located approximately 350 feet north of the Fireclay Avenue / US-89 intersection. It will access the project on the west side of US-89. It is anticipated that the access will be stop-controlled. Because of an existing thrift store access to the south, this access does not meet UDOT's access spacing requirements and may require a variance request.

F. Auxiliary Lanes

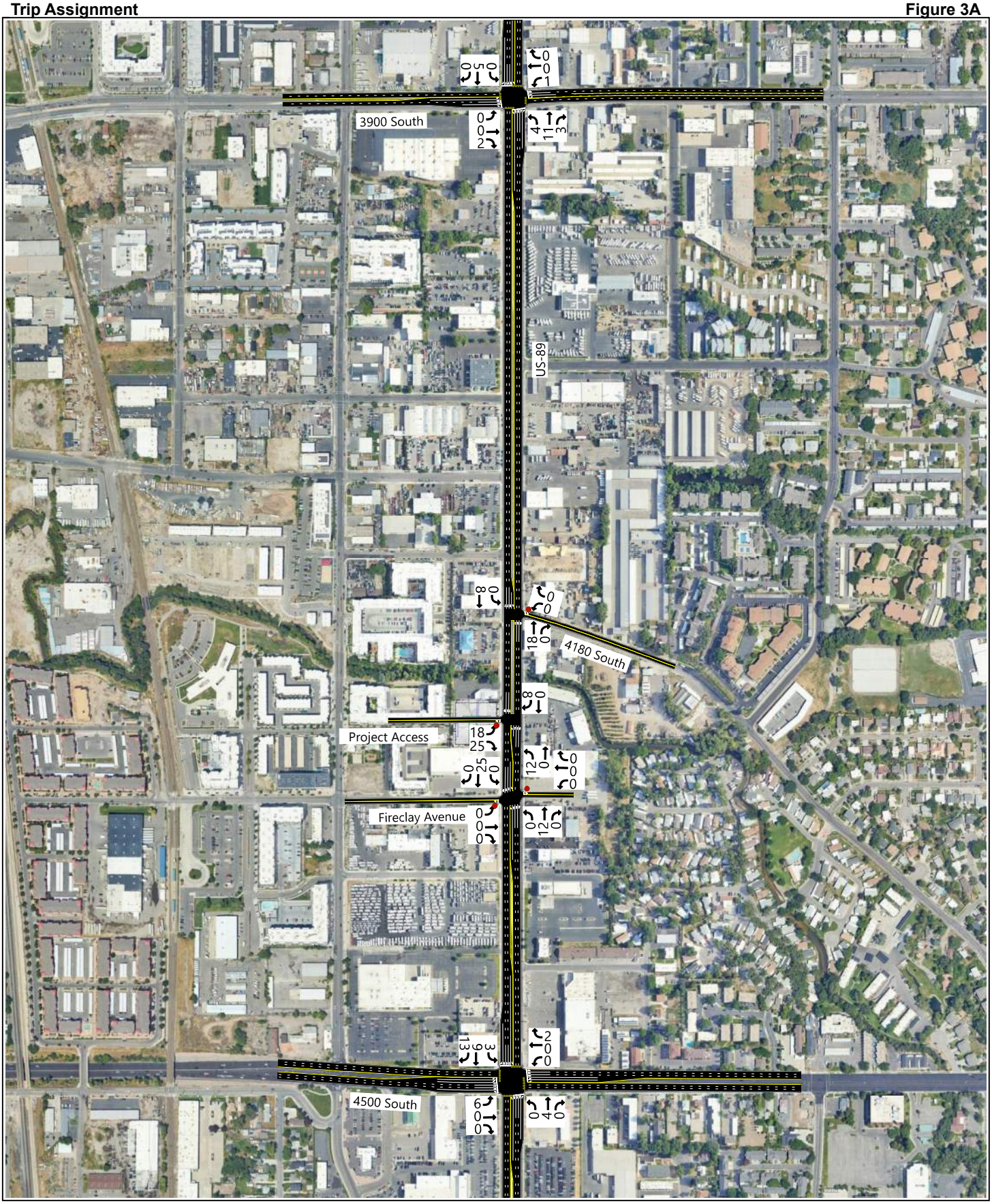
Auxiliary lanes are deceleration (ingress) or acceleration (egress) turn lanes that provide for safe turning movements that have less impact on through traffic. These lanes are sometimes needed at accesses or roadway intersections if right- or left-turn volumes are high enough.

UDOT Administrative Rule R930-6 outlines minimum peak hour turn volumes to warrant auxiliary lanes on UDOT roadways. The following are the minimum requirements for these lanes on US-89:

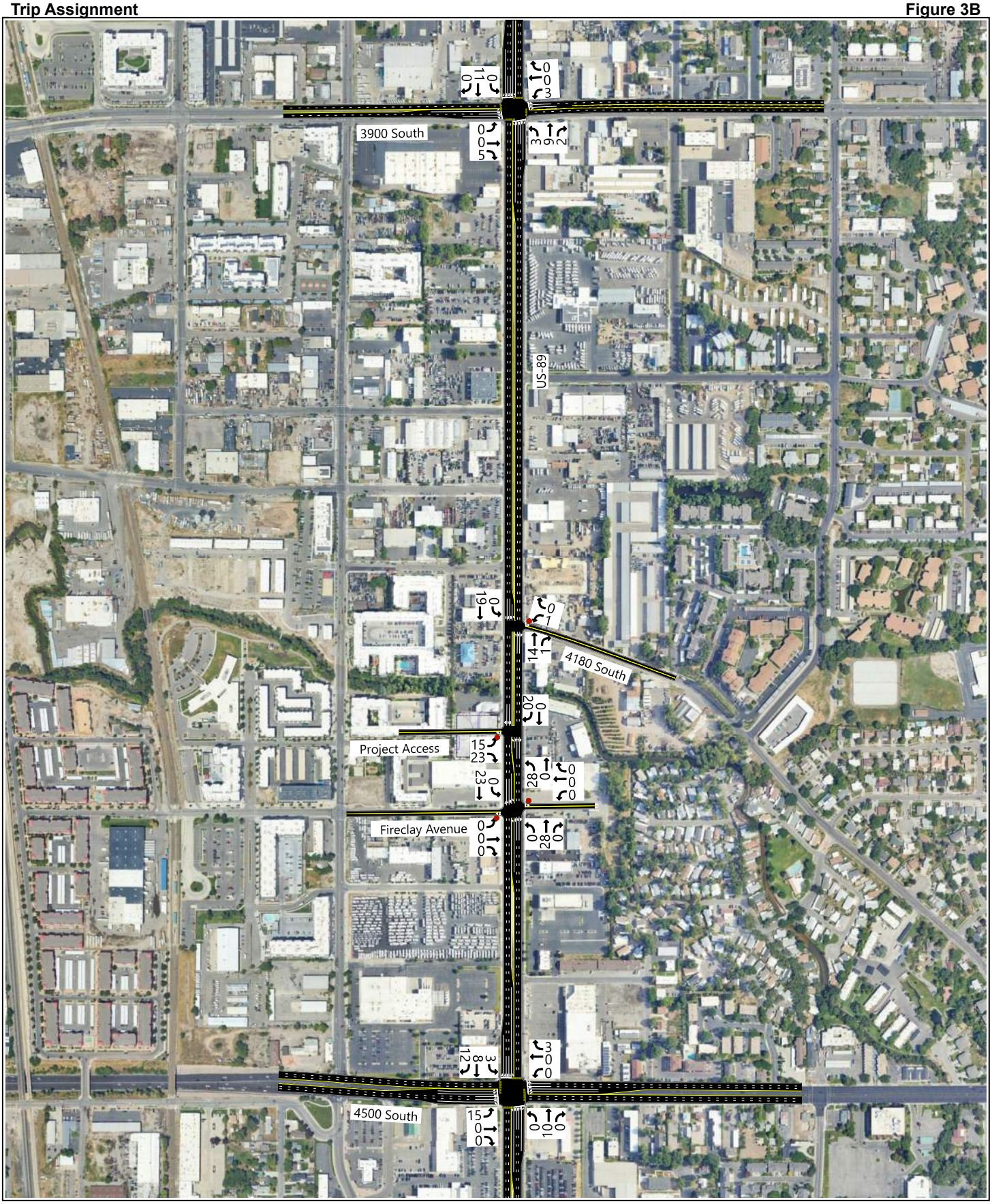
- Left-turn Deceleration (Ingress): 10 left-turn vehicles per hour
- Left-turn Acceleration (Egress): Is there a safety benefit?
- Right-turn Deceleration (Ingress): 25 right-turn vehicles per hour
- Right-turn Acceleration (Egress): 50 right-turn vehicles per hour

Based on these guidelines and the anticipated project traffic, it is recommended that a northbound left-turn lane be installed at the Project Access / US-89 intersection. This may not be feasible with the current southbound left-turn pocket at the Fireclay Avenue / US-89 intersection and vehicles will use the current striped median to make that movement.

Millcreek Stonebrook Apartments TIS **Morning Peak Hour**
Trip Assignment **Figure 3A**



Hales Engineering **801.766.4343**
1220 North 500 West Ste 202, Lehi, UT, 84043 **06/26/2026**


3900 South
US-89
4180 South
Project Access
Fireclay Avenue
4500 South

IV. EXISTING (2026) PLUS PROJECT CONDITIONS

A. Purpose

The purpose of the existing (2026) plus project analysis is to study the intersections and roadways during the peak travel periods of the day for existing background traffic and geometric conditions plus the net trips generated by the proposed development. This scenario provides valuable insight into the potential impacts of the proposed project on background traffic conditions.

B. Traffic Volumes

Hales Engineering added the project trips discussed in Chapter III to the existing (2026) background traffic volumes to predict turning movement volumes for existing (2026) plus project conditions. Existing (2026) plus project morning and evening peak hour turning movement volumes are shown in Figure 4.

C. Level of Service Analysis

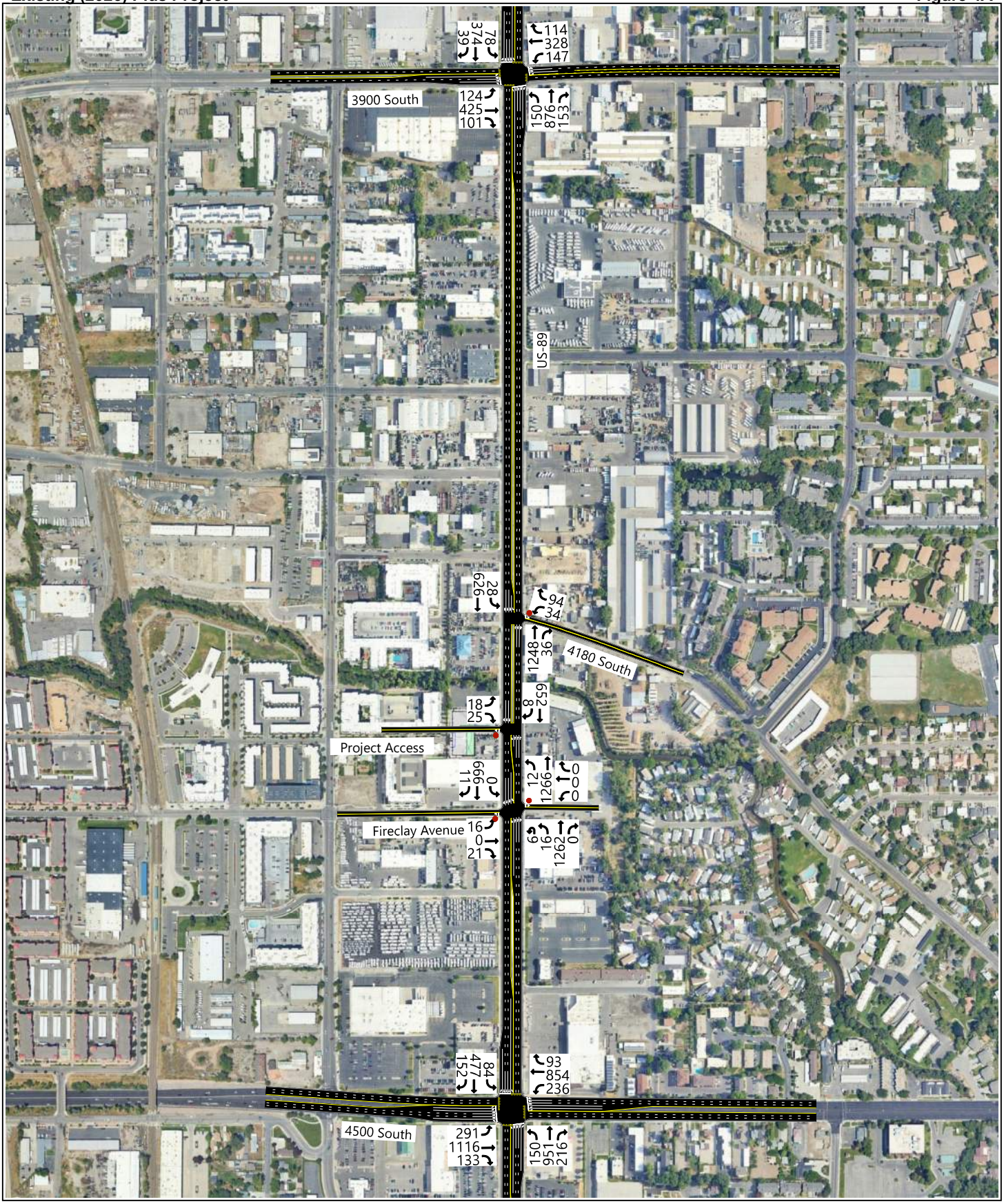
Hales Engineering determined that the westbound and eastbound left-turning movements at the Fireclay Avenue / US-89, the Project Access / US-89, and 4180 South / US-89 intersections are anticipated to operate at a poor level of service during the morning and evening peak hours with project traffic added, as shown in Table 11.

D. Queuing Analysis

Hales Engineering calculated the 95th percentile queue lengths for each of the study intersections. 95th percentile queue lengths of 800 feet are anticipated on the westbound approach at the 3900 South / US-89 intersection during the morning and evening peak hour.

E. Mitigation Measures

The City could consider installing a westbound left-turn pocket at 4180 South / US-89 and an eastbound left-turn pocket at the Fireclay Avenue / US-89 intersection. Additionally, an eastbound left-turn pocket should be considered at the project access to allow right-turning vehicles to pass delayed vehicles making a left turn.


3900 South
US-89
4180 South
Project Access
Fireclay Avenue
4500 South
374 78 39
114 328 147
124 425 101
150 876 153
28 626
94 34
1248 36
18 25
8 652
12 1266 0 0
11 666 0
16 0 21
9 16 1262 0
84 477 152
93 854 236
291 1116 133
150 951 216

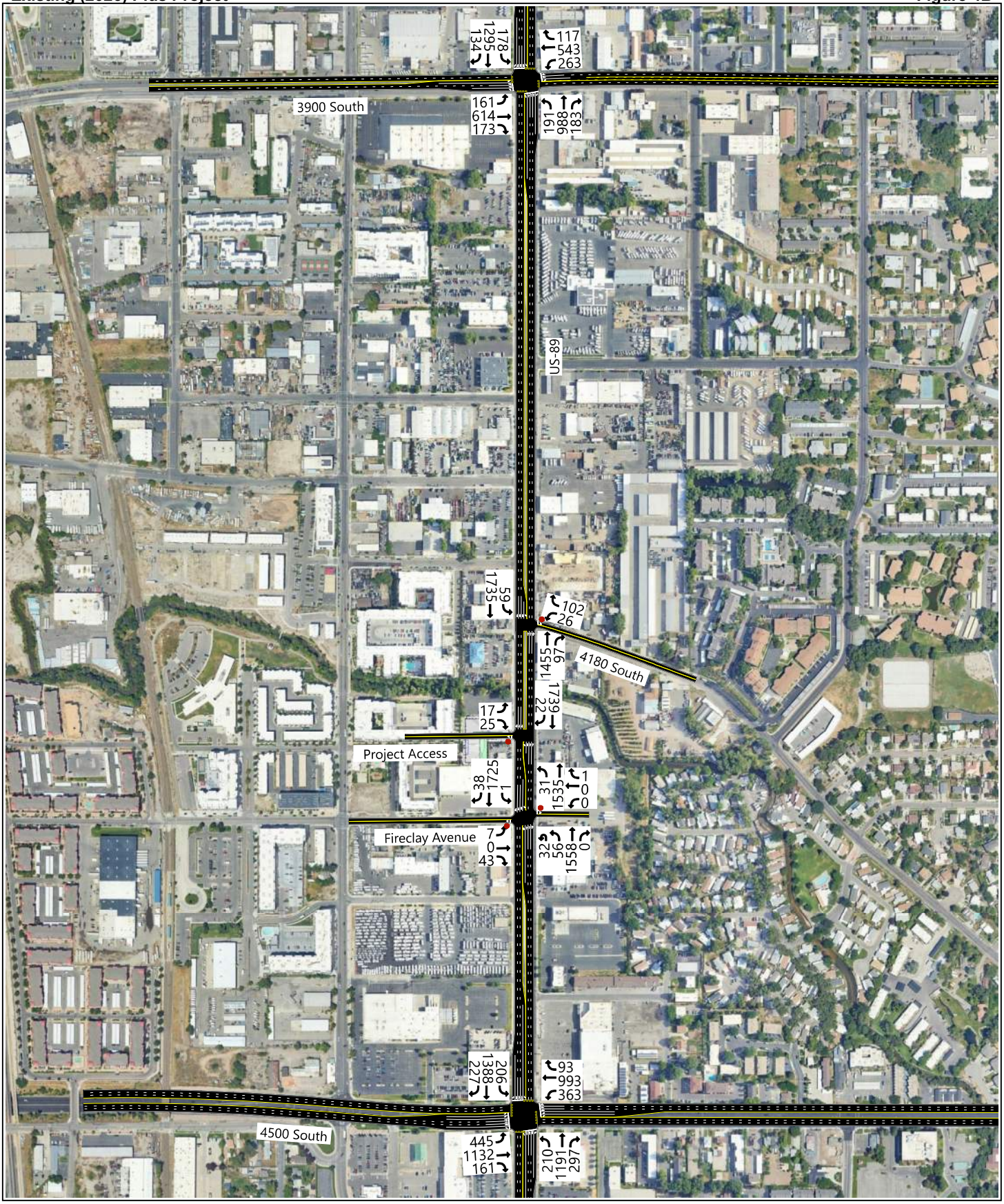

3900 South
US-89
4180 South
Project Access
Fireclay Avenue
4500 South
178
1295
134
117
543
263
161
614
173
191
988
183
59
1735
102
26
1455
97
17
25
1739
22
31
1535
1
0
0
7
0
43
32
56
1558
0
206
1388
227
93
993
363
445
1132
161
210
1191
297

Table 11: Existing (2026) Plus Project Peak Hour LOS

Intersection		LOS (Sec. Delay / Veh.) / Movement[1]	
Description	**Control**	**Morning Peak**	**Evening Peak**
3900 South / US-89	Signal	C (22.7)	D (40.6)
4180 South / US-89	WB Stop	c (23.8) / WBL	f (>50) / WBL
Project Access / US-89	EB Stop	b (15.0) / EBL	e (40.7) / EBL
Fireclay Avenue / US-89	EB Stop	c (18.9) / EBL	e (40.0) / EBL
4500 South / US-89	Signal	C (33.9)	D (52.6)

1. Movement indicated for unsignalized intersections where delay and LOS represents worst movement. SBL = Southbound left movement, etc.
2. Uppercase LOS used for signalized, roundabout, and AWSC intersections. Lowercase LOS used for all other unsignalized intersections.

Source: Hales Engineering, July 2026

V. FUTURE (2031) BACKGROUND CONDITIONS

A. Purpose

The purpose of the future (2031) background analysis is to study the intersections and roadways during the peak travel periods of the day for future background traffic and geometric conditions. Through this analysis, future background traffic operational deficiencies can be identified, and potential mitigation measures recommended.

B. Roadway Network

According to the Wasatch Front Regional Council (WFRC) Regional Transportation Plan, there are no projects planned before 2031 in the study area. Therefore, no changes were made to the roadway network for the future (2031) analysis.

C. Traffic Volumes

Hales Engineering obtained future (2031) forecasted volumes from the WFRC / Mountainland Association of Governments (MAG) travel demand model. Peak period turning movement counts were estimated using National Cooperative Highway Research Program (NCHRP) 255 and 765 methodologies which utilize existing peak period turn volumes and future average weekday daily traffic (AWDT) volumes to project the future turn volumes at the major intersections. Future (2031) morning and evening peak hour turning movement volumes are shown in Figure 5.

D. Level of Service Analysis

Hales Engineering determined that the study intersections, except for the Existing North Access / US-89 and Existing South Access / US-89 are anticipated to operate at a poor level of service during the morning and evening peak hours in future (2031) background conditions, as shown in Table 12.

E. Queuing Analysis

Hales Engineering calculated the 95th percentile queue lengths for each of the study intersections. Significant 95th percentile queue lengths during the evening peak hour include more than 1000 feet of westbound queuing at the 3900 South / US-89 intersection.

F. Mitigation Measures

The additional of a westbound right-turn pocket and dual northbound left-turn lanes is recommended at the 4500 South / US-89 intersection. Additional signal timing adjustments at the 3900 South / US-89 and 4500 South / US-89 intersections are also recommended.

Table 12: Future (2031) Background Peak Hour LOS

Intersection		LOS (Sec. Delay / Veh.) / Movement[1]	
Description	Control	Morning Peak	Evening Peak
3900 South / US-89	Signal	C (27.3)	E (77.6)
4180 South / US-89	WB Stop	c (24.5) / WBL	f (>50) / WBL
Existing South Access / US-89	EB Stop	a (1.5) / NBT	c (23.3) / NBL
Fireclay Avenue / US-89	EB Stop	c (18.5) / EBL	e (40.9) / EBL
4500 South / US-89	Signal	C (34.2)	E (63.1)

1. Movement indicated for unsignalized intersections where delay and LOS represents worst movement. SBL = Southbound left movement, etc.
2. Uppercase LOS used for signalized, roundabout, and AWSC intersections. Lowercase LOS used for all other unsignalized intersections.

Source: Hales Engineering, July 2026

G. Mitigated Scenario

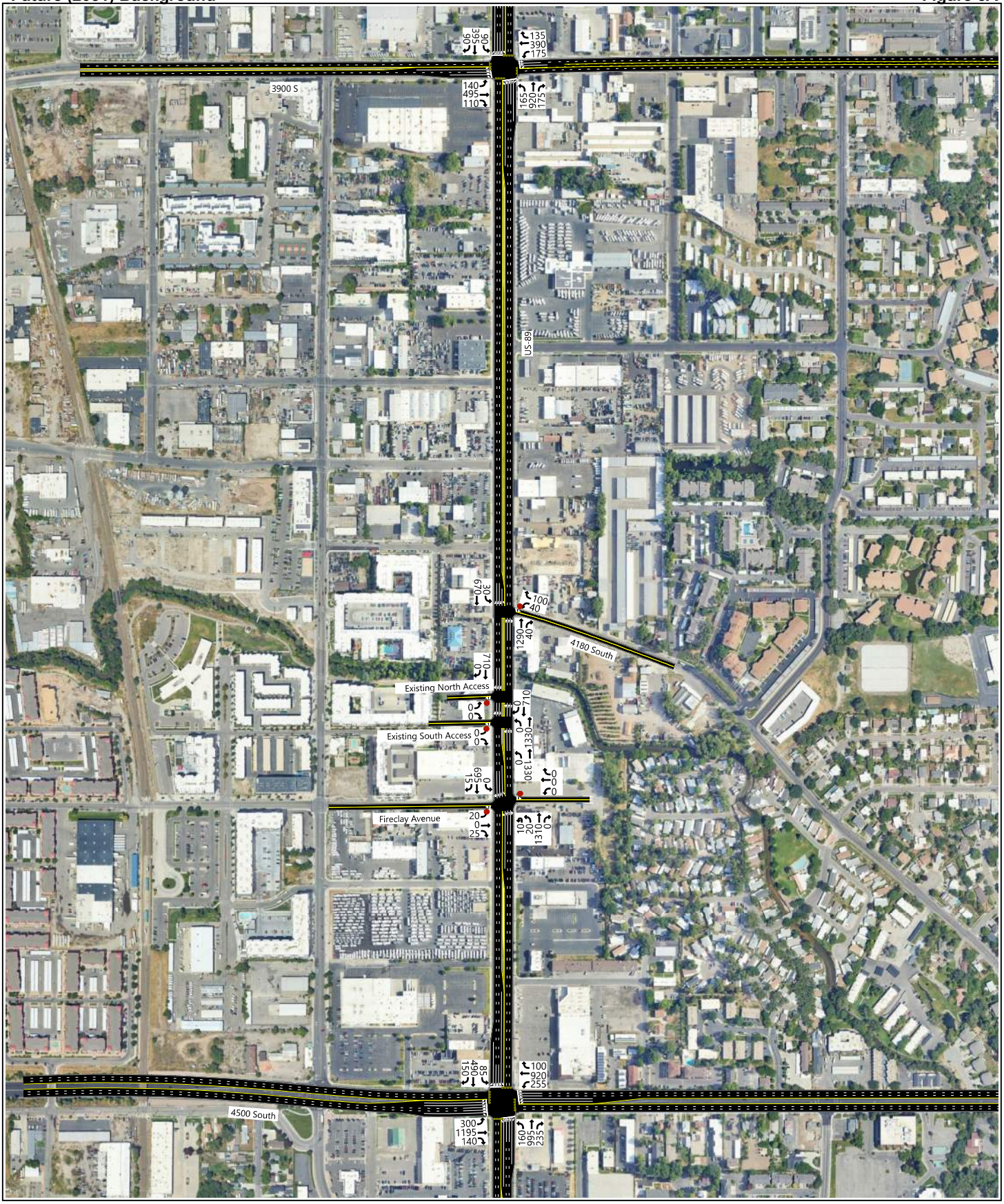
Hales Engineering ran a mitigated scenario assuming signal timing adjustments at the 4500 South / US-89 and 3900 South / US-89 intersections and a westbound right-turn pocket and a second northbound left-turn pocket at the 4500 South / US-89 intersection. It is anticipated that 3900 South / US-89 and 4500 South / US-89 will improve to an acceptable LOS while the remaining intersections will persist with a poor LOS. These results serve as a baseline condition for the impact analysis of the proposed development for future (2031) conditions.

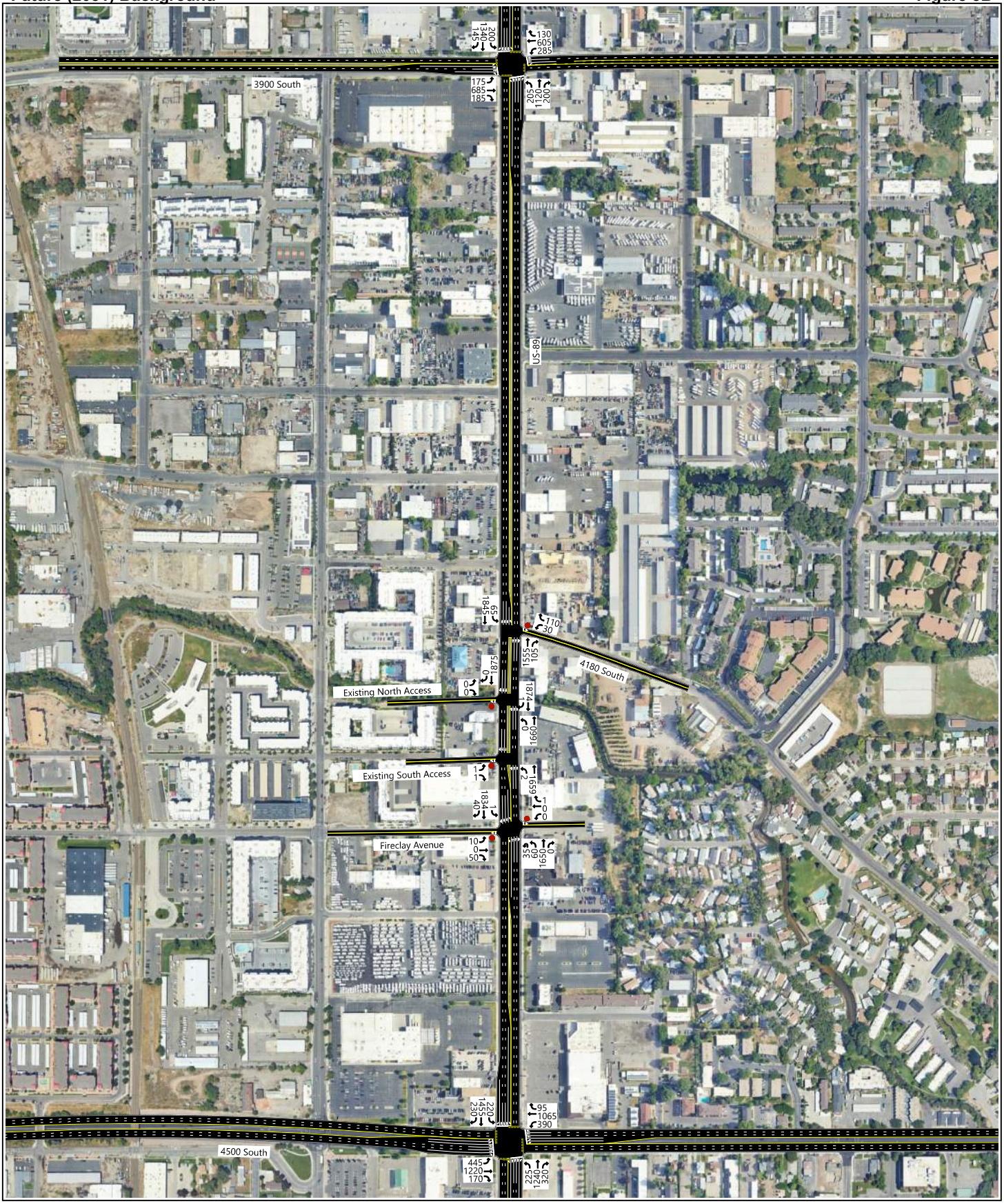
Table 13: Future (2031) Background Peak Hour LOS - Mitigated

Intersection		LOS (Sec. Delay / Veh.) / Movement[1]	
Description	Control	Morning Peak	Evening Peak
3900 South / US-89	Signal	C (28.6)	D (47.3)
4180 South / US-89	WB Stop	d (26.4) / WBL	f (>50) / WBL
Existing South Access / US-89	EB Stop	a (1.6) / NBT	b (13.3) / EBR
Fireclay Avenue / US-89	EB Stop	c (19.8) / EBL	f (>50) / EBL
4500 South / US-89	Signal	C (34.4)	D (51.6)

1. Movement indicated for unsignalized intersections where delay and LOS represents worst movement. SBL = Southbound left movement, etc.
2. Uppercase LOS used for signalized, roundabout, and AWSC intersections. Lowercase LOS used for all other unsignalized intersections.

Source: Hales Engineering, July 2026


3900 S
US-89
4180 South
4500 South
Existing North Access
Existing South Access
Fireclay Avenue
90
395
90
135
390
175
140
495
110
165
920
175
670
30
100
40
1290
40
710
0
0
0
0
0
0
0
0
0
0
710
1330
1330
0
0
0
0
0
0
0
0
0
0


3900 South
US-89
4180 South
Existing North Access
Existing South Access
Fireclay Avenue
4500 South
200
1340
145
130
605
285
175
685
185
205
1120
200
65
1845
0
1874
0
0
110
30
1555
1055
1
1874
0
1660
1
1
1834
40
1
2
1659
0
10
50
35
60
1650
0
220
1455
230
95
1065
390
445
1220
170
225
1320

VI. FUTURE (2031) PLUS PROJECT CONDITIONS

A. Purpose

The purpose of the future (2031) plus project analysis is to study the intersections and roadways during the peak travel periods of the day for future background traffic and geometric conditions plus the net trips generated by the proposed development. This scenario provides valuable insight into the potential impacts of the proposed project on future background traffic conditions.

B. Traffic Volumes

Hales Engineering added the project trips discussed in Chapter III to the future (2031) background traffic volumes to predict turning movement volumes for future (2031) plus project conditions. Future (2031) plus project morning and evening peak hour turning movement volumes are shown in Figure 6.

C. Level of Service Analysis

Hales Engineering determined that the signalized intersections are anticipated to operate at acceptable levels of service during the morning and evening peak hours and the 4180 South / US-89, Project Access / US-89 and Fireclay Avenue / US-89 intersections are expected to operate at a poor level of service in future (2031) plus project conditions, as shown in Table 14.

Table 14: Future (2031) Plus Project Peak Hour LOS

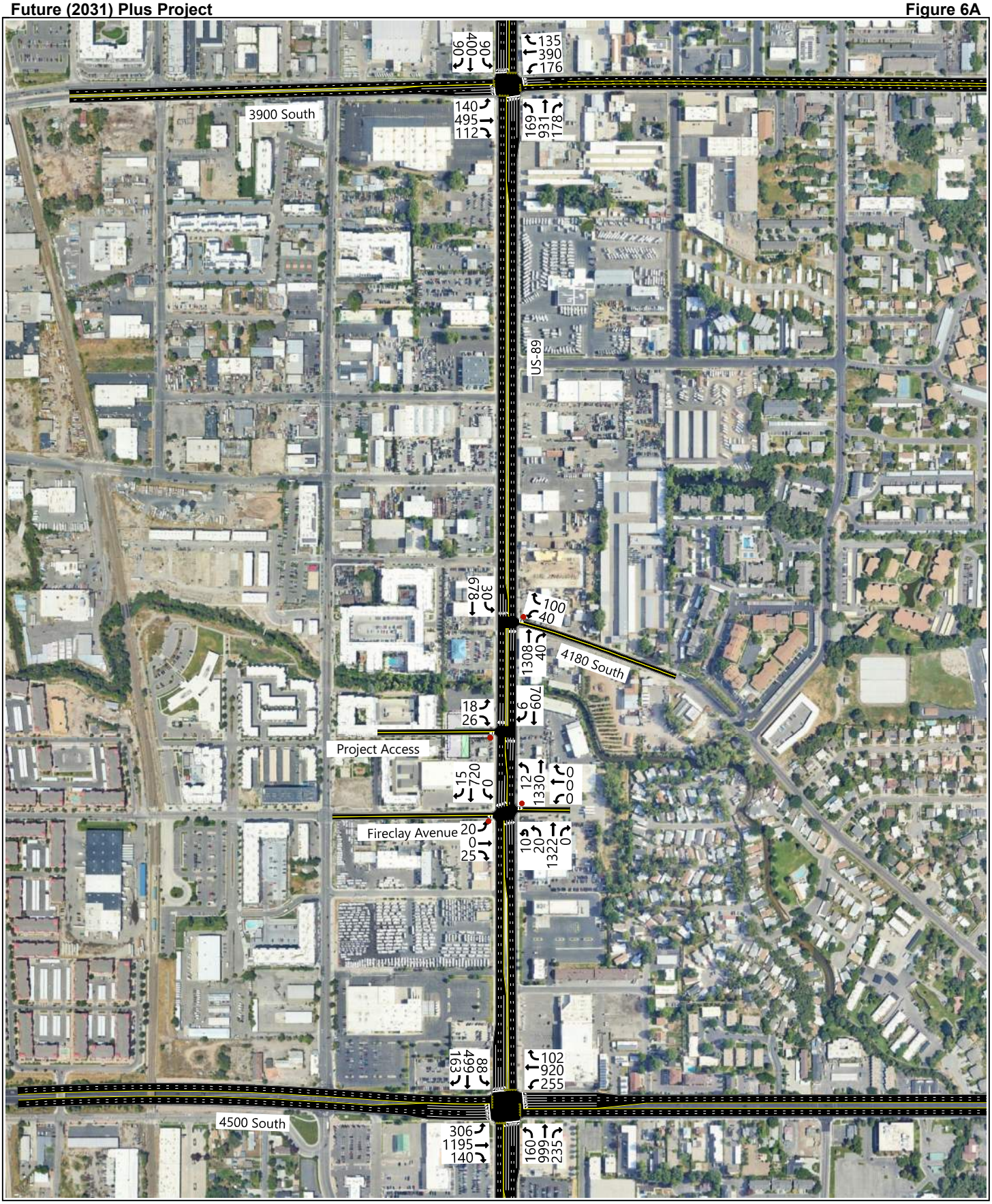
Intersection		LOS (Sec. Delay / Veh.) / Movement[1]	
Description	Control	Morning Peak	Evening Peak
3900 South / US-89	Signal	C (26.4)	D (42.7)
4180 South / US-89	WB Stop	d (32.7) / WBL	f (>50) / WBL
Project Access / US-89	EB Stop	c (18.0) / EBL	e (45.7) / EBL
Fireclay Avenue / US-89	EB Stop	c (21.5) / EBL	f (>50) / EBL
4500 South / US-89	Signal	C (33.5)	D (54.0)

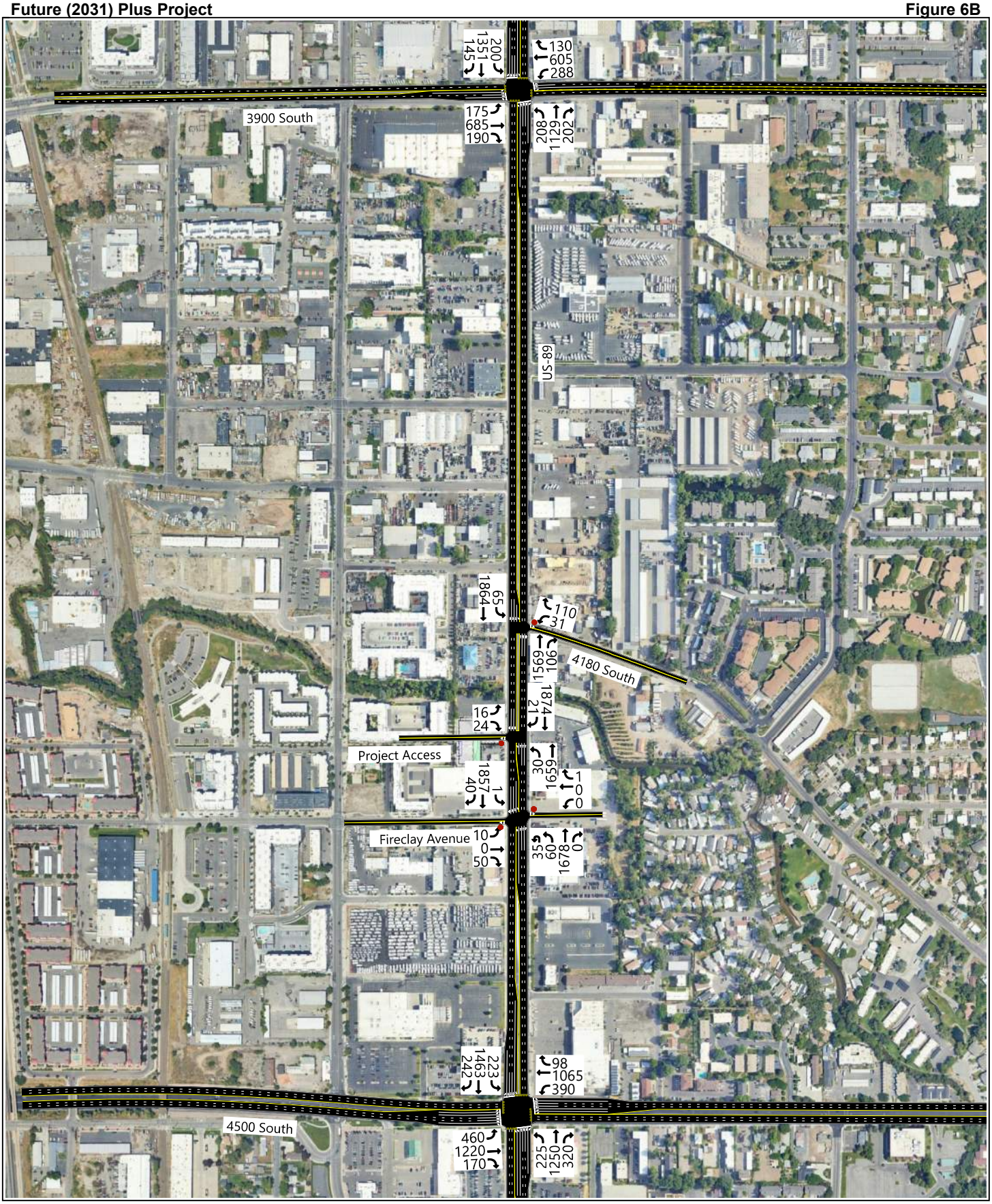
1. Movement indicated for unsignalized intersections where delay and LOS represents worst movement. SBL = Southbound left movement, etc.
2. Uppercase LOS used for signalized, roundabout, and AWSC intersections. Lowercase LOS used for all other unsignalized intersections.

Source: Hales Engineering, July 2026

D. Queuing Analysis

Hales Engineering calculated the 95th percentile queue lengths for each of the study intersections. No significant queueing is anticipated during the morning and evening peak hours.


3900 South
US-89
4180 South
Project Access
Fireclay Avenue
4500 South
90
400
90
135
390
176
140
495
112
169
931
178
678
30
100
40
1308
40
18
26
6
609
15
720
0
12
1330
0
0
20
0
25
10
20
1322
0
88
499
163
102
920
255
306
1195
140
160
999
235


3900 South
4180 South
Project Access
Fireclay Avenue
4500 South
US-89
200
1351
145
130
605
288
175
685
190
208
1129
202
65
1864
110
31
1569
106
16
24
1747
21
30
1659
1
0
0
1
1857
40
10
0
50
35
60
1678
0
223
1463
242
98
1065
390
460
1220
170
225
1250
320

E. Mitigation Measures

No additional mitigations are recommended.

F. Recommended Storage Lengths

Hales Engineering determined recommended storage lengths based on the 95th percentile queue lengths given in the future (2031) plus project scenario. These storage lengths do not include the taper length. Recommended storage lengths for the study intersections are shown in Table 15. Intersections shown in Table 15 include new intersections and existing intersections that have recommended storage length changes.

Table 15: Recommended Storage Lengths

Intersection		Recommended Storage Lengths (feet)											
		Northbound				Eastbound				Westbound			
		LT		RT		LT		RT		LT		RT	
		E	P	E	P	E	P	E	P	E	P	E	P
1	3900 South / State Street (US-89)	375	-	200	**350**	325	-	175	-	125	-	150	-
5	Project Access / State Street (US-89)	-	**50**	-	-	-	-	-	-	-	-	-	-
7	4500 South / State Street (US-89)	300	-	200	**250**	275	-	-	**275**	375	-	-	**100**

1. Storage lengths are based on 2031 95th percentile queue lengths and do not include required deceleration / taper distances
2. E = Existing storage length (approximate), if applicable; P = proposed storage length for new turn lanes or changes to existing turn lanes, if applicable

Source: Hales Engineering, June 2026

Millcreek City Hall
1330 E Chambers Ave
Millcreek, Utah 84106
millcreekut.gov

Planning & Zoning
(801) 214-2700
planner@millcreekut.gov

ZM-26-009

Staff Report

Meeting Date:	**7/27/2026**
Applicant:	**Chris Bick**
Re:	**Rezone to C**
Property Address:	**1059 E 3950 S & 1100 E 3946 S**
Zone:	**R-2-8 & RM**
Prepared By:	**Sean Murray**
Scope of Decision:	**Discretionary.** This is a legislative matter, to be decided by the Millcreek City Council upon receiving a recommendation from staff and the Millcreek Planning Commission.

REQUEST AND SYNOPSIS

Chris Bick, representing St. Marks Hospital, has filed a rezone request to change the zoning at 1059 E 3950 S & 1100 E 3946 S to the Commercial (C) zoning designation. Currently, 1059 E 3950 S is zoned R-2-8 and 1100 E 3946 S is zoned Residential Mixed (RM). The applicant is seeking the rezone to the commercial zone to accommodate a commercial parking lot on the site. Commercial parking lots are permitted as conditional uses in the C zone. St. Marks aims to construct a commercial parking lot to accommodate hospital staff. As the hospital has grown over the past years, parking issues on the hospital campus site have grown significantly.

In 2025, St. Marks received a site plan approval for the 1100 E 3946 S to build a large parking lot accompanied with a small office building. The aim was for purely parking, but the RM zone would not allow for parking as a primary use. Due to this, St. Marks proposed building a small office building with an oversized parking lot. Office uses were permitted in the RM zone at the time meaning that St. Marks applied for and received a site plan approval for the site in accordance with Millcreek's zoning code at the time.

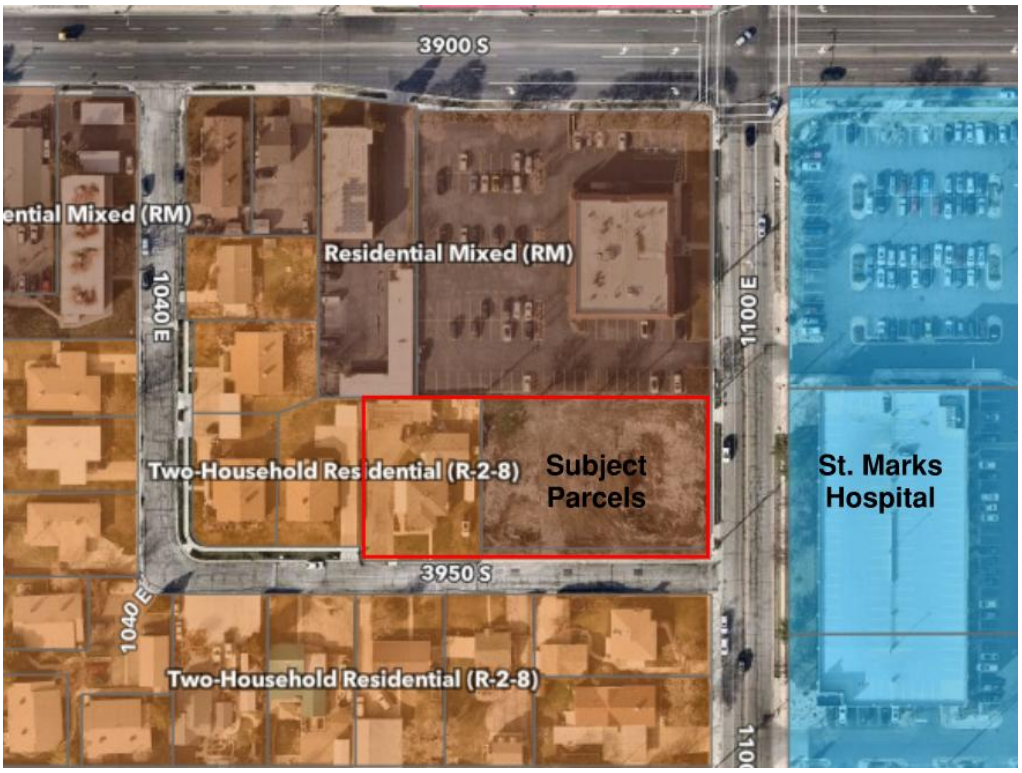
In 2026 St. Marks bought the property directly west at 1059 E 3950 S to build additional parking. However, due to 1100 E 3946 S having an RM designation, and 1059 E 3950 S having an R-2-8 designation, the parcels could not be combined without changing the zoning. The R-2-8 zone does not allow for parking as a primary use meaning that for it to function solely as a parking lot it would need to be in the C zone which is the only zoning designation that allows for purely parking as a primary use.

Since a rezone was required for 1059 E 3950 S to be used for parking, St. Marks has applied for both parcels

to be rezoned so that a parking lot can be constructed without the need for a small office building on site. If both parcels are rezoned to the C zone, a commercial parking lot can be constructed on the site after receiving a conditional use permit from the Millcreek Planning Commission.

Existing Zoning

The two subject parcels are in the R-2-8 zone and RM zone which are mainly focused on residential uses. The immediate surrounding neighborhood is largely zoned R-2-8 and RM. St. Marks Hospital, which is located east of the subject parcels across 1100 E, is zoned IF, Institutional Facility. An image of the existing zoning can be found below.



Traffic Impact Study

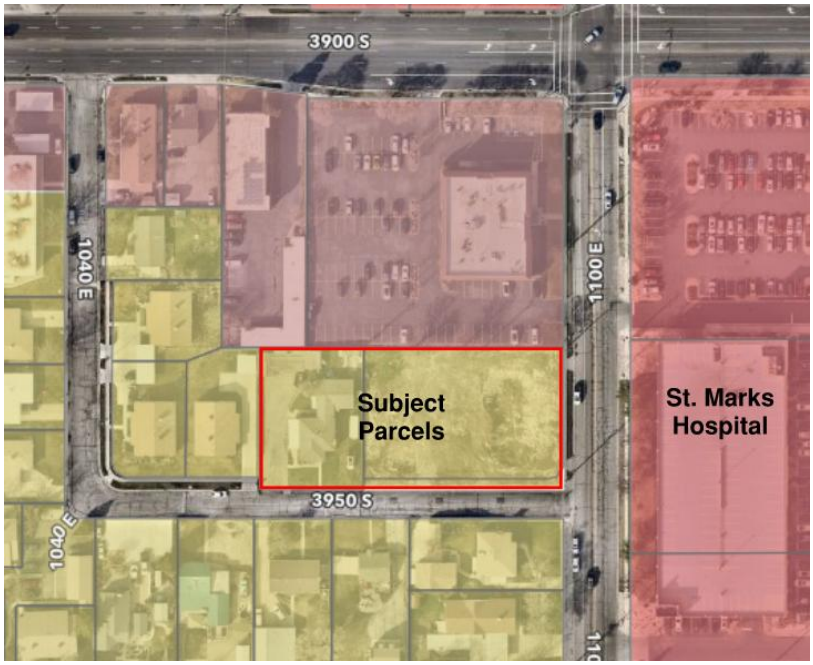
As part of this application, the applicant and Millcreek commissioned a traffic impact study (TIS) for this project to better understand if one access point on 1100 E would be sufficient and whether a crosswalk for 1100 E would be needed.

The TIS confirmed that one access point on 1100 E would be enough to serve this project unless there were changes to the site plan that included buildings on the lot. A crosswalk for 1100 E was also recommended in this study as the number of employees parking and crossing to the hospital surpassed the threshold set out in the Manual on Uniform Traffic Control Devices, an industry standard for traffic control.

GENERAL PLAN CONSIDERATIONS

Future Land Use Map

The Millcreek future land use map designates this area as 'Neighborhood 1' which designates land uses as primarily single-family detached homes, with secondary uses being parks, greenways, recreation, community gardens, schools, places of worship, and other complementary uses. A map of the future land use map for the area can be found below.



Thriving Economy

Subchapter 3.2

BUSINESS CULTURE. GOAL E-2: Cultivate a business culture that allows existing establishments to grow in place, draws new firms to Millcreek and encourages more homegrown enterprises.

> **Strategy 2.2:** Support the establishment and expansion of commercial businesses that produce goods locally, increase local spending and provide needed goods and services to local residents and businesses in Millcreek.
>
> **Strategy 2.5:** Support efforts to attract, expand and retain large, medium and small businesses that offer high quality jobs, generate local tax revenue and/or provide needed goods or services to residents.

St. Marks Hospital is the largest employer in Millcreek and has grown significantly over the past couple decades. This growth has strained the existing campus, specifically with parking. The proposed lot would serve St. Marks employees so that patients and residents could park closer to the existing hospital.

PROPOSED DEVELOPMENT AGREEMENT

The applicant and Millcreek have entered into a development agreement to ensure that if a rezone is approved, only a parking lot can be built on the site to avoid any other intensive uses allowed in the C zone to occupy the site. The development agreement expires after ten years, meaning that the zoning would allow in the future for any other permitted or conditional use in the C zone to occupy the site. A zone condition limiting the site to solely parking uses is recommended to further ensure the site does not get developed into a use that is at odds with the surrounding neighborhood. Zone conditions can be removed through a rezone process at a future date.

NEIGHBORHOOD MEETING

On April 9th, St. Marks held a neighborhood meeting in their Lamb Auditorium where they discussed their proposed plans. In total about 12 residents attended the meeting and asked questions of the St. Marks staff as well as Millcreek staff that were in attendance.

A majority of the concerns came from neighbors that were worried about increased traffic, noise, and safety. To respond to this, St. Marks altered their plans so that access is solely located on the east end of the property, forcing vehicles to enter and exit on 1100 E. A 6-foot-tall masonry wall is also proposed to go along the northern property line to act as a noise barrier for sound and noise generated from 3900 S. Lastly, a traffic study was conducted that recommended adding a crosswalk on the northern edge of 3950 S across 1100 E.

PLANNING OPEN HOUSE

During the planning open house held on July 7th, no residents attended to talk with the applicant about the project. Two members of the Millcreek Community Council did attend and asked questions of the applicants regarding the layout and improvement of the parcels.

PLANNING COMMISSION

At the regularly scheduled Planning Commission meeting on July 15th, commissioners were briefed about the applicants goals for the property and the process they have gone through so far. Commissioners asked staff about assurances that the site will only be developed as a surface parking lot, and no future development will take place that is out of place for the neighborhood. Staff explained that a specific zone condition limiting the site to only surface parking would remove any development path for the site. In the future if new development were to be proposed on the site, it would need a legislative process to change or remove the zone condition prior to any approval.

Commissioners asked the applicant about the existing housing on 1059 E 3950 S, the housing that was removed from 3946 S 1100 E, and any plans St. Marks has for replacing housing removed due to construction. The applicant stated that the existing housing is not in great shape, and the demolished housing was done to build this project when it was initially planned to be an office and parking lot. For long term housing, the applicant couldn't comment on any specific housing plans, but was open to working with Millcreek to add more affordable housing city wide.

No residents spoke during the public comment section of the hearing.

After some discussion amongst themselves, the applicant, and staff, the commissioners made a motion to recommend approval of the rezone and development agreement with an accompanying zone condition limiting the site to surface parking only, adding a walkway to the southeast corner of the lot to the intersection, and for the City Council to engage with St. Marks to financially address the loss of existing housing to make room for the proposed parking lot. The motion passed unanimously.

PLANNING STAFF RECOMMENDATIONS AND FINDINGS

Planning staff have reviewed this application and have found it to be in compliance with local zoning codes and ordinances if the rezone is approved. St. Marks has worked with the Planning Department to implement changes to the project to reflect concerns of staff and neighbors. Based on the input from residents, staff, the applicant, and the Planning Commission, staff recommend approving the rezone subject to the accompanying development agreement, added zone condition, and the findings and conclusions found in this staff report.

Findings

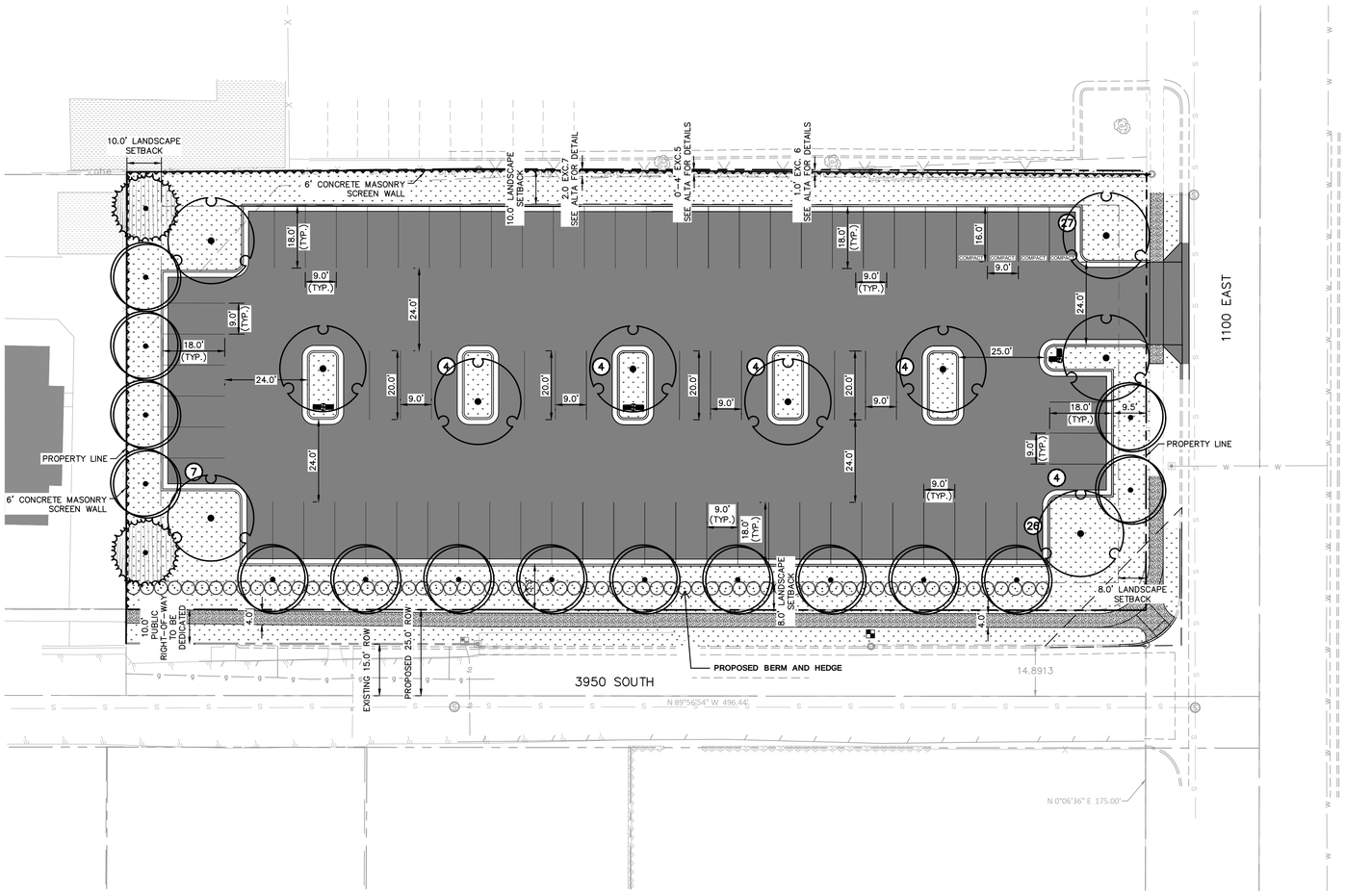
1. 1059 E 3950 S is currently zoned R-2-8,
2. 3946 S 1100 E is currently zoned RM,
3. Both properties are designated as 'Neighborhood 1' on the future land use map,
4. A development agreement has been entered into between St. Marks and Millcreek,
5. A commercial parking lot is being proposed for the properties,
6. A traffic impact study was commissioned for this project.

Conclusions

1. Both properties are seeking a Commercial zoning designation,
2. The future land use map does not support a commercial zoning designation at this location,
3. The development agreement outlines the site layout and use,
4. Commercial parking lots are permitted in the Commercial zone,
5. The traffic impact study recommended one access off 1100 E and a crosswalk at 3950 S 1100 E.

SUPPORTING DOCUMENTS

- **Proposed Site Plan**
- **Letter of Intent**
- **Neighborhood Meeting Summary**
- **Draft Development Agreement**
- **Traffic Impact Study**



LEGEND

- PROPOSED PROPERTY LINE
- EXISTING PROPERTY LINE
- EXISTING ELECTRICAL EASEMENT
- PROPOSED CONCRETE SIDEWALK PAVEMENT.
- PROPOSED PERVIOUS ASPHALT PAVEMENT.
- PROPOSED LANDSCAPE.
- PROPOSED HEAVY DUTY CONCRETE PAVEMENT.

LANDSCAPE REQUIREMENTS

	REQUIRED	PROVIDED
18.64.050 SCREENING AND BUFFERING		
West Perimeter - Buffer Type 'B' Required (4 trees / 100 LF (20% Evergreen))		
Trees (127 LF)	5	6
18.64.100 PARKING LOT LANDSCAPING		
Interior Trees (1 tree per interior / end island)		
Interior Trees (10 islands)	10	10
Parking Lot Perimeter Trees (1 tree per 30 LF of perimeter)		
East Perimeter (36 LF)	1	2
South Perimeter (235 LF)	8	9
South Perimter Shrub Hedge	Required	Provided

NORTH

0 20' 40' 80'

SCALE: 1" = 20'

CALL BEFORE YOU DIG. IT'S FREE AND IT'S THE LAW.
BLUE STAKES OF UTAH Utility Notification Center, Inc.
1-800-662-4111
www.bluestakes.org
Dig Safely.

811 Know what's below. Call before you dig.

CAUTION: NOTICE TO CONTRACTOR

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF THE UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

NO.	DESCRIPTION	DATE
1		

Kimley»Horn
1650 Ashton Boulevard, Suite 150 | LEHI, UT 84043 | Tel No. (385) 235-6536

MOUNTAINSTAR St. Mark's Hospital

WEST LOT SITE PLAN EXHIBIT

ST. MARK'S OFFICE EXPANSION
3950 S 1100 E
MILLCREEK, UT 84124

DRAWN BY: CNG	5/19/2026	
DESIGNED BY: CPB	5/19/2026	
CHECKED BY: CPB	5/19/2026	
PROJECT No.: 093669002	SCALE: AS SHOWN	

SEAL
REGISTERED PROFESSIONAL ENGINEER
Chris Bick
No. 10844212-2202
CHRISTOPHER PAUL BICK
5/19/2026
STATE OF UTAH

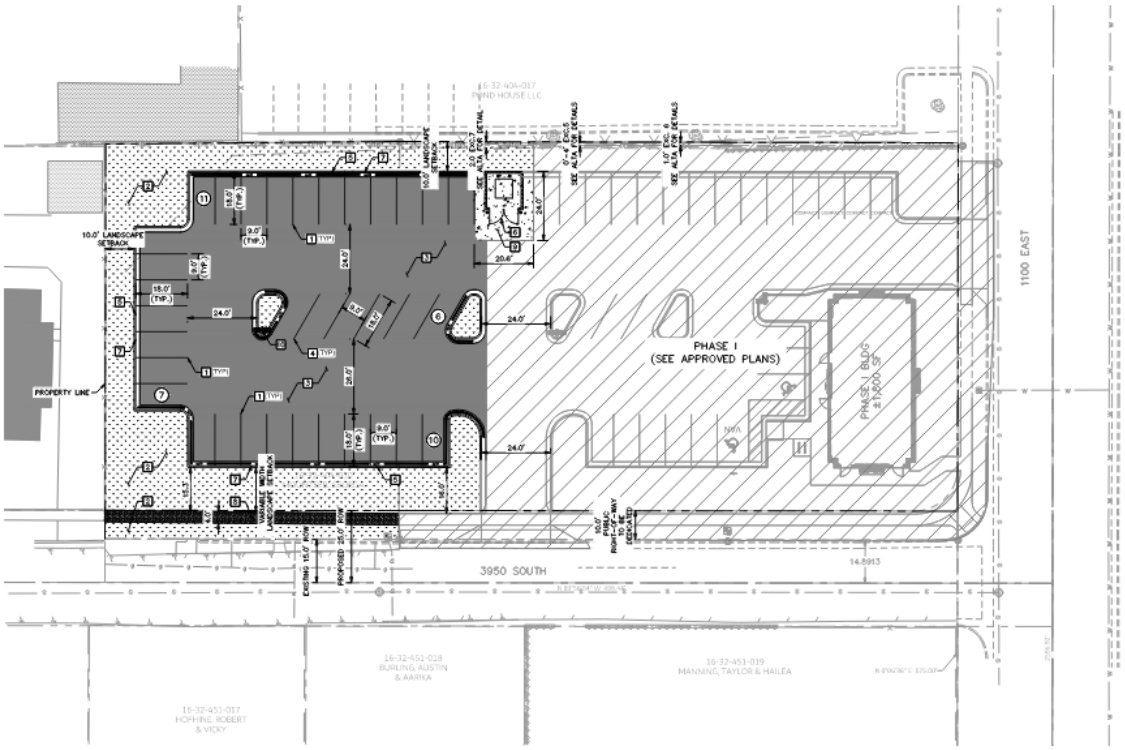
PREPARED UNDER THE DIRECTION SUPERVISION OF CHRIS BICK, P.E. UTAH REGISTRATION NO. 10844212-2202 FOR AND ON BEHALF OF KIMLEY-HORN AND ASSOCIATES, INC.

1 OF 1

Date: 5/19/2026 3:39 PM User: GARCIA, NOEMI
Path: K:\UCO_CIVIL\093669002 ST MARK'S PARKING LOT\CADD\EXHIBITS\20260512 - SITE PLAN WEST LOT 3 WITHOUT BUILDING FOR CUPHOW_LOT_3.DWG
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance of this document without written authorization by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Intent of Intent for St Marks Hospital West Lot 3

MountainStar Healthcare has acquired a new lot (Parcel ID: 163-240-4010) located west of its previously consolidated lots (Parcel IDs: 163-240-4011 and 163-240-4012). The original site plan for the previously consolidated lots, which included an office building and parking lot, was approved by the city; however, recent zoning code changes no longer allow an office building in the current zone. As a result, the property owner has submitted a rezone application to reclassify all three parcels into a commercial zoning district, and a conditional use application which would allow the consolidation of the lots and permit the development of a parking lot without a building.



Neighborhood Meeting Summary

St. Mark's Hospital – West Lot Parking Project
Location: Lamb Auditorium
Start Time: 7:00 PM

Introduction and Project Background

A neighborhood meeting was held to provide information and gather community feedback regarding a proposed development associated with St. Mark's Hospital in Millcreek. The purpose of the meeting was to explain the project history, outline the proposed land use changes, and address neighborhood questions and concerns.

St. Mark's Hospital is proposing to rezone two parcels—**16-32-101-010 (currently zoned R-2-8)** and **16-32-404-011 (currently zoned RM)**—to a commercial zoning designation. In addition to the rezone request, a **Conditional Use Permit (CUP)** would be required to allow the development of a **parking lot** on the property.

During the meeting, three alternative site plans were presented to demonstrate how the site could be developed depending on which applications are approved. It was emphasized that the intent of the project is limited to a parking lot serving hospital staff.

Summary of Discussion Topics

1. Project Scope and Long-Term Use

Discussion:
Neighbors asked whether the project would include a building now or in the future, and whether St. Mark's plans to acquire additional surrounding properties.

Response:

- The project is intended to be a **parking lot only**, with **no building proposed if the rezone and lot consolidation applications are approved**.
- Due to the size and configuration of the lot, it would not be feasible to construct a parking structure in the future.
- The parking lot is expected to remain a parking lot long-term.
- St. Mark's clarified that there have not been conversations with other property owners to **purchase surrounding residential properties**.

---

2. Driveway Access and Traffic Circulation

Discussion:
Neighbors expressed concerns about driveway locations, traffic congestion along 3950 South, and impacts to nearby residential driveways.

Response:

- Two access points are proposed: one on **1100 East** and one on **3950 South**.
- Access from 3900 South or additional driveways on 1100 East are **not permitted under city code**.
- The parking lot is primarily intended for **staff parking**, with most activity occurring during morning arrivals and evening departures.
- The development team expressed willingness to explore:
    - Making the 3950 South driveway **entrance-only**, subject to fire code and city approval.
    - Adjusting driveway configuration to minimize traffic impacts along 3950 South.
    - Discussing driveway placement concerns with the City.

---

3. Parking Management and Enforcement

Discussion:
Residents asked how parking would be monitored and whether parking restrictions could be enforced to prevent people from parking along 3950 S and blocking their driveways.

Response:

- The site will be monitored by **on-site security and cameras**.
- Designating the lot as **staff-only parking** could be implemented if required by the City.
- Designated parking hours are not feasible due to the 24-hour nature of healthcare operations.
- Red curb markings or no-parking enforcement in surrounding streets would be a **City decision**, not under the control of St. Mark's due to the streets being along the cities ROW.

---

4. Noise, Lighting, and Visual Impacts

Discussion:
Neighbors raised concerns about vehicle noise, headlights shining into homes, and overall visual impacts of the parking lot.

Response:

- Site lighting will be **fully shielded** and designed so light does not spill beyond the property boundaries, according to city standards.
- Landscaping, berms, and shrubs can be added to **block headlight glare** from neighboring homes.
- A **pre-cast concrete or masonry wall** is proposed along the **north and west edges** of the parking lot, subject to coordination with adjacent property owners.
- Wall height is anticipated to be **approximately 6 feet**, with a possibility of up to **8 feet** if allowed by code.
- A wall along 3950 South is not permitted under current city code, though St. Mark's is open to further discussion with the City regarding noise concerns.

---

5. Landscaping and Aesthetics

Discussion:
Residents emphasized the importance of landscaping and an attractive appearance.

Response:

- The project will comply with **City landscaping standards**, including trees, shrubs, and ground cover.
- St. Mark's committed to ensuring the site is **visually appealing** and compatible with the surrounding neighborhood character.

---

6. Pedestrian and Child Safety

Discussion:
Concerns were raised regarding children's safety, pedestrian crossings, and overall walkability.

Response:

- A **third-party traffic study** is currently underway to evaluate pedestrian safety needs, including:
    - Whether a crosswalk is required
    - The appropriate location and design of any crossing along 1100 East, If determined by the traffic study
- Limiting the 3950 South driveway to entrance-only traffic was discussed as a potential strategy to reduce pedestrian conflicts, subject to City and fire code approval.

---

7. Property Values

Discussion:
Residents expressed concerns about potential impacts to home values.

Response:

- Potential changes in property values are **outside the control of the developer** and cannot be regulated through the land use process.

---

8. Project Timeline and Contingencies

Discussion:
Neighbors asked about construction timing and what would happen if approvals are not granted.

Response:

- Construction could begin **as soon as the rezone and CUP are approved**.
- The project approvals must be acted upon by **next spring**, either by starting construction or renewing approvals.
- If approvals are not granted, St. Mark's would evaluate alternative options for the properties, including possible sale or other options.

Action Items

Based on the meeting discussion, the following action items were identified:

1. Coordinate with the **City of Millcreek** to evaluate potential driveway restrictions (entrance-only vs. exit-only), particularly on 3950 South.
2. Review **fire code requirements** to determine feasibility of one-way driveway configurations.
3. Complete the **third-party traffic and pedestrian safety study**, including crosswalk evaluation on 1100 East.
4. Discuss with the **north property owner** regarding potential wall installation and/or access easements.
5. Refine landscape and screening plans (berms, trees, shrubs) to mitigate headlight glare and visual impacts.
6. Confirm wall height allowances with City code (6–8 feet) and finalize wall locations.
7. Coordinate with the City regarding any potential **parking enforcement or red curb markings** in surrounding residential areas.

Please Sign-In

NEIGHBORHOOD MEETING ATTENDANCE SIGN IN: St Marks West Lot – April 9th, 2026		
	Address	Printed Name
1	1058 E 3950 So SLC 84124	Vicky Hofhinie
2	1058 E 3950 SO 84124	Bob Hofhinie
3	3950 So. 1040 E. 84124	Don Watkins
4	3636 S 1100E 84106	Thom DeSimone
5	1185 E 3RD AVE 84103	SEAN MURRAY
6	3944 South 1100 East St 84106	Lori Riddle
7	1062 E 3950 S 84124	Austin Burling & Aarika Burling
8	3958 S 1100 E 84124	Bre & Taylor Manning
9	3921 S. 1040 E. 84124	SHARON ANG
10	1042 E 3958 S. 84124	Troy Marsing
11	1042 E 3950 S. 84124	Nicole Marsing
12	1040 E 3950 South	Mike McGuire
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When recorded, return to:

Millcreek
1330 E Chambers Ave
Millcreek, UT 84106

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered into this ___ day of _____, 2026, by and between Mike West ("Developer"), for the land to be included in or affected by the project located at approximately 3946 S 1100 E & 1059 E 3950 S in Millcreek Utah, a municipal corporation of the State of Utah ("City"). The Developer and the City are sometimes referred to as the "Parties."

RECITALS

WHEREAS, Developer owns approximately .94 acres of real property located at 3946 S 1100 E & 1059 E 3950 S in Millcreek, Utah ("Property") and intends to develop the Property. A legal description of the Property is attached hereto as exhibit "A." The Parties desire that the Property be developed in a unified and consistent fashion and establish minimum standards for a new commercial parking lot development (the "Project") on the Property; and

WHEREAS, Developer hereby represent to the Millcreek Council that it is voluntarily entering into this Agreement; and

WHEREAS, Developer is willing to restrict the Property in a manner that is in harmony with the objectives of the City's General Plan and long-range development objectives, and which addresses the more specific development issues set forth in this Agreement, and is willing to abide by the terms of this Agreement; and

WHEREAS, the City, acting pursuant to its authority under the Utah Municipal Land Use, Development, and Management Act, Utah Code Ann. §10-20-101, *et seq*., and its ordinances, resolutions, and regulations, and in furtherance of its land-use policies, has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

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1. **Affected Property**. The legal description of the Property contained within the Project boundaries is attached as exhibit "A." No additional property may be added to or removed from this description for the purposes of this Agreement except by written amendment to this Agreement executed and approved by Developer and the City.

2. **Reserved Legislative Powers**. Nothing in this Agreement shall limit the future exercise of police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space, and related land-use plans, policies, ordinances and regulations after the date of this Agreement, provided that the adoption and exercise of such power shall not restrict Developer's vested rights to develop the Project as provided herein. This Agreement is not intended to and does not bind the Millcreek Council in the independent exercise of its legislative discretion with respect to such zoning regulations.

3. **Compliance with City Ordinances and Standards**. Developer acknowledges and agrees that nothing in this Agreement shall be deemed to relieve it from the obligation to comply with all applicable ordinances and requirements of the City necessary for development of the Project, including the payment of fees, and compliance with applicable City standards.

4. **Specific Design Conditions**. The Project shall be developed and constructed as set forth in the specific design conditions/criteria set forth in exhibits "B" and "C". The Project shall also comply with all requirements set forth in the minutes of the Millcreek Planning Commission and Millcreek meetings on this matter.

5. **Agreement to Run With the Land**. This Agreement shall be recorded in the Office of the Salt Lake County Recorder, shall be deemed to run with the Property, and shall encumber the same; and shall be binding on and inure to the benefit of all successors and assigns of Developer in the ownership or development of any portion of the Property. This Agreement supersedes any and all development agreements that have been executed concerning the Property.

6. **Assignment.** Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without the consent of the other

DRAFT

party. This Agreement shall be binding upon any successors and assigns. This restriction on assignment is not intended to prohibit or impede the sale by Developer.

7. **No Joint Venture, Partnership or Third Party Rights**. This Agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties hereto nor any rights or benefits to third parties, except as expressly provided herein.

8. **Integration. Modification, and Entire Agreement**. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and integrates all prior conversations, discussions, or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed and approved by the parties hereto. Exhibits A and B are hereby incorporated into this Agreement.

9. **Notices.** Any notices, requests, or demands required or desired to be given hereunder shall be in writing and should be delivered personally to the party for whom intended, or, if mailed by certified mail, return receipt requested, postage prepaid to the parties as follows:

TO DEVELOPER: Mike West
Developer Address

TO CITY: Millcreek
Cheri Jackson, Mayor
1330 E Chamber Ave
Millcreek, Utah 84106

Any party may change its address by giving written notice to the other party in accordance with the provisions of this section.

10. **Choice of Law and Venue**. Any dispute regarding this Agreement shall be heard and settled under the laws of the State of Utah. Any Utah litigation regarding this Agreement shall be filed in the Third District Court in Salt Lake City, Utah. Any federal litigation regarding this Agreement shall be filed in the United States District Court for the District of Utah in Salt Lake City, Utah.

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11. **Severability.** In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding upon the parties. One or more waivers of any term, condition, or other provision of this Agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provision.

12. **Limitation on Recovery for Default – No Damages.** No party shall be entitled to any claim for any monetary damages as a result of any breach of this Agreement and each Party waives any claims thereto. The sole remedy available to Developer or and assignee shall be that of specific performance. Notwithstanding such limitation the City may withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project in the case of a default by Develop or any assignee.

13. **Term of Agreement.** The term of this Agreement shall be until December 31, 2036 and shall automatically expire on such date.

14. **Force Majeure.** Neither party shall be liable or deemed to be in default for any delay, failure, or interruption in performance under the Agreement resulting, directly or indirectly, from acts of God, acts of civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions, or any other cause beyond the control of either party. Both Parties, however, agree to make good faith efforts to perform under this Agreement in the event of any such circumstance.

15. **Construction.** The Parties stipulate that this Agreement and all agreements or documents incorporated herein shall not be subject to the rule of construction that a written agreement is construed against the Party preparing or drafting that Agreement.

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

DRAFT

17. **No Waiver**. The failure of either Party to exercise in any respect a right provided for in this Agreement shall not be deemed to be a subsequent waiver of the same right or of any other right.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

Millcreek

_____
Cheri Jackson, Mayor

ATTEST:

_____
Elyse Sullivan, City Recorder

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by Cheri Jackson and Elyse Sullivan as the Mayor and the City Recorder, respectively, of Millcreek, a Utah municipality.

_____
Notary Public

DRAFT

DEVELOPER

By: _____

Title: _____

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____.

_____
Notary Public

DRAFT

Exhibit A
Location of Development

Parcel No.
16324040200000
3946 S 1100 E

Legal Description
BEG N 0^05'31" E 175 FT FR SE COR LOT 10, BLK 4, 10 ACRE PLAT A, BIG FIELD SUR; N 89^53'24" W 193.95 FT; N 0^06'36" E137.95 FT; S 89^51'24" E 193.91 FT; S 0^05'31" W 137.84 FT TO BEG. LESS STREET.

Parcel No.
16324040100000
1059 E 3950 S

Legal Description
COM 175 FT N & 194 FT W FR SE COR LOT 10 BLK 4 10 AC PLAT A BIG FIELD SUR N 137.84 FT N 89^58' W 102 FT S 137.84 FT S 89^58' E 102 FT TO BEG 0.27 AC

DRAFT

Exhibit B
Project Specifications

Developer and the City agree that the proposed development will incorporate the following:

1. **Parking.** The project will include up to 80 parking stalls for the development.

2. **Lighting.** Developer will install parking lot lighting in accordance with MKZ 18.68 & MKZ 18.63.

3. **Fencing.** Developer will install a 6' solid masonry wall along the western and northern property lines.

4. **Uses.** Uses will be limited to parking for employees and customers for St. Marks hospital.

5. **Landscaping.** Landscaping will be provided as shown in the site plan found in Exhibit 'C' of this agreement. All landscaping will adhere to the standards found in MKZ 18.67. Hedges along the southern property line shall consist of Lodense Privet, Moonshadow Wintercreeper, or a combination of both. Trees on the site shall be drought and heat tolerant to ensure long term viability on the site.

6. **Vehicular Access.** Vehicular access to the site will be limited to the eastern property edge along 1100 East.

7. **Pedestrian Access.** Pedestrian access shall be included on the southeast corner of the lot connecting the parking area with the sidewalk and crosswalk at the intersection of 1100 E and 3950 S.

8. **Crosswalk.** Developer shall install and maintain a crosswalk across 1100 E at the intersection of 3950 S & 1100 E. The crosswalk shall be installed under the direction of the Millcreek Public Works Director and to the standards found in the MUTCD. Upon written request by Millcreek, Developer shall restripe the crosswalk as necessary. Millcreek retains the right to remove the crosswalk in the future for any reason Millcreek may find necessary.

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Exhibit C
Site Plan

DRAFT

Fehr & Peers

Memo

Date: Friday, June 26, 2026

To: Jake Green; Millcreek City

From: Matt Hastings and Preston Stinger; Fehr & Peers

Subject: St. Marks West Lot Traffic Study

Overview

This memorandum summarizes the expected impacts of St. Marks using the West Lot, the lot located at the northwest corner of 3950 South and 1100 East. The two proposed uses for the West Lot are a 1,800 square foot medical office building with 60 parking stalls, or just a parking lot with 68 parking stalls. Table 1 summarizes the level of service (LOS) results of the capacity analysis completed for this project. The two existing intersections (1. 3900 South & 1100 East and 2. 3950 South & 1100 East) do not drop below their current peak hour LOS of B. The proposed access (intersection 3.) does not have a LOS below B either.

Table 1: AM and PM Peak Hour Level of Service Summary

Intersection			Existing	Existing + Office	Existing + Parking
ID	Location	Period	LOS / Delay[1,2,3] (sec/veh)	LOS / Delay[1,2,3] (sec/veh)	LOS / Delay[1,2,3] (sec/veh)
1	3900 South & 1100 East	AM	B / 14	B / 14	B / 14
		PM	B / 14	B / 15	B / 15
2	3950 South & 1100 East	AM	B / 10	B / 10	B / 10
		PM	A / 10	A / 10	B / 10
3	East Access & 1100 East	AM	n/a	B / 11	B / 11
		PM	n/a	B / 12	B / 12

1. This represents the overall intersection LOS for signalized intersections using the HCM 7 methodology.
2. This represents the worst movement LOS and is only reported for unsignalized intersections using HCM 7 methodology.
3. NB=Northbound, SB=Southbound, EB=Eastbound, WB=Westbound.
4. LOS highlighted in **bold** indicate a deficient LOS.

Source: Fehr & Peers

The results of the analysis **recommend a crosswalk be considered** across 1100 East on the north leg of the intersection with 3950 South for pedestrians crossing between the West Lot and the main hospital campus. The capacity analysis determined that the West Lot could be **adequately served with only one vehicle access along 1100 East**. Either of the two proposed uses have a **minimal impact** on the roadway network.

Traffic Impact

The traffic impact to the study intersections was calculated by determining the number of trips likely to be generated by the site and adding them to the existing traffic volumes for the two existing study intersections. Traffic counts were collected on Wednesday, June 3rd, 2026.

Trip Generation & Distribution

Trip generation for the medical office was computed using trip generation rates published in the Institute of Transportation Engineers (ITE) Trip Generation Manual, 12th Edition, 2025. This trip generation estimate is summarized in **Table 2** for AM Peak, PM Peak, and Daily trips, including the ITE code and rate. For the parking stalls, a conservative assumption was made that each parking stall would have a vehicle enter and park or exit during the peak hour. Therefore, the trip generation rate per parking stall is 1.0 for the purposes of this study. The same distribution as the medical office building was applied to the parking stall, assuming that drivers will generally follow a similar schedule. According to Millcreek's minimum vehicle parking requirements the medical office should have six parking stalls, the urban land institute (ULI) recommends 10 parking stalls, to provide a conservative analysis it was assumed that 10 stalls would be reserved for the medical office and the remaining 50 stalls would be parking for the main hospital campus.

Table 2: Site Total Trip Generation

Land Use Inputs				Trip Generation Calculations						
ITE Land Use	**ITE Code**	**Units**	**Quantity**	**Daily Total[1]**	**AM In**	**AM Out**	**AM Total**	**PM In**	**PM Out**	**PM Total**
Scenario with just parking				Total	Distribution		Total	Distribution		Total
Parking	n/a	Parking Stall	68	n/a	53	15	68	17	51	68
Scenario with an office building and parking				Total	Distribution		Total	Distribution		Total
Medical Office	720	1,000 Sq Ft	1.8	59	7	2	9	1	3	4
Parking	n/a	Parking Stall	50	n/a	39	11	50	13	38	51
Office scenario total				**n/a**	**46**	**13**	**59**	**14**	**41**	**55**

1. Daily trip generation of parking stalls is not available.

Source: Fehr & Peers

The trips generated by the West Lot parking and/or medical office were routed through the study intersections and existing roadway network according to the traffic counts collected, the regional roadway network, and the surrounding local and regional land uses. To provide a conservative analysis, only one access was assumed. The access on 1100 East was used as the only access point for the West Lot, meaning all vehicles had to route along 1100 East to access the lot and 3950 South was not utilized by many drivers to access the lot.

Capacity Analysis

A Synchro model was built to analyze the operational impacts of the proposed uses of the West Lot. The Synchro software estimates the per-vehicle delay in seconds per vehicle and the level of service

(LOS) rated from A (best) to F (worst). LOS grades of E or F are generally considered inadequate and require mitigation.

Existing Conditions

Table 3 reports the LOS results for the Existing Conditions to compare with the build scenarios. The results show that the two existing intersections operate at acceptable levels of delay during the AM and PM peak hours.

Table 3: Existing Conditions Level of Service

Intersection				Worst Movement[1]			Overall Intersection[2]	
ID	Location	Period	Control	Movement	Delay Veh/Sec	LOS	Delay Veh/Sec	LOS
1	3900 South & 1100 East	AM	Signal	-	-	-	14	B
		PM		-	-	-	14	B
2	3950 South & 1100 East	AM	Side Street Stop	EB	10	B	-	-
		PM		EB	10	A	-	-

1. This represents the worst movement LOS and is only reported for unsignalized intersections using HCM 7 methodology.
2. This represents the overall intersection LOS and is only reported for signalized intersections using the HCM 7 methodology.
3. NB=Northbound, SB=Southbound, EB=Eastbound, WB=Westbound, LT= Left Turn.

Source: Fehr & Peers.

Existing Plus Medical Office

This scenario analyzes the impact of traffic from the medical office and parking planned for the West Lot. **Table 4** reports the LOS for the build conditions, as if those uses were in place today. The analysis shows that the two existing study intersections and the new access to the West Lot operate at acceptable levels of delay.

Table 4: Existing Plus Office Conditions Level of Service

Intersection				Worst Movement[1]			Overall Intersection[2]	
ID	Location	Period	Control	Movement	Delay Veh/Sec	LOS	Delay Veh/Sec	LOS
1	3900 South & 1100 East	AM	Signal	-	-	-	14	B
		PM		-	-	-	15	B
2	3950 South & 1100 East	AM	Side Street Stop	EB	10	B	-	-
		PM		EB	10	A	-	-
3	East Access & 1100 East	AM	Side Street Stop	EB	11	B	-	-
		PM		EB	12	B	-	-

1. This represents the worst movement LOS and is only reported for unsignalized intersections using HCM 7 methodology.
2. This represents the overall intersection LOS and is only reported for signalized intersections using the HCM 7 methodology.
3. NB=Northbound, SB=Southbound, EB=Eastbound, WB=Westbound, LT= Left Turn.

Source: Fehr & Peers.

Existing Plus Parking Lot

This scenario analyzes the impact of traffic from the parking planned for the West Lot. **Table 5** reports the LOS for the build conditions, as if the parking lot were in place today. The analysis shows that the two existing study intersections and the new access to the west lot operate at acceptable levels of delay.

Table 5: Existing Plus Parking Lot Conditions Level of Service

Intersection				Worst Movement[1]			Overall Intersection[2]	
ID	Location	Period	Control	Movement	Delay Veh/Sec	LOS	Delay Veh/Sec	LOS
1	3900 South & 1100 East	AM	Signal	-	-	-	14	B
		PM		-	-	-	15	B
2	3950 South & 1100 East	AM	Side Street Stop	EB	10	B	-	-
		PM		EB	10	B	-	-
3	East Access & 1100 East	AM	Side Street Stop	EB	11	B	-	-
		PM		EB	12	B	-	-

1. This represents the worst movement LOS and is only reported for unsignalized intersections using HCM 7 methodology.
2. This represents the overall intersection LOS and is only reported for signalized intersections using the HCM 7 methodology.
3. NB=Northbound, SB=Southbound, EB=Eastbound, WB=Westbound, LT= Left Turn.

Source: Fehr & Peers.

Pedestrian Crossing Analysis

For the pedestrian crossing analysis, it was assumed that people parking in the West Lot and walking over to the main hospital campus were driving by themselves, and each vehicle had an occupancy of just one. It was assumed that the distribution of pedestrians coming from the west lot or going to the west lot was the same as the distribution of vehicles entering or exiting the medical office building, according to the ITE trip distribution. Furthermore, it was assumed that the medical office would not be generating pedestrian traffic across 1100 East and that people accessing the medical office building would utilize the West Lot parking stalls.

Table 6 displays the number of pedestrians expected to cross 1100 East from or to the West Lot to or from the main hospital campus. In this case, 'In' is referring to pedestrians crossing from the West Lot east to the main hospital campus, and 'Out' is referring to pedestrians crossing from the main hospital campus to the West Lot.

Table 6: Site Pedestrian Trip Generation

Land Use Inputs				Pedestrian Trip Generation Calculations						
ITE Land Use	ITE Code	Units	Quantity	Daily Total[1]	AM In	AM Out	AM Total	PM In	PM Out	PM Total
Scenario with just parking				Total	Distribution		Total	Distribution		Total
Parking	n/a	Parking Stall	68	n/a	53	15	68	17	51	68
Scenario with an office building and parking				Total	Distribution		Total	Distribution		Total
Medical Office	720	1,000 Sq Ft	1.8	-	-	-	-	-	-	-
Parking	n/a	Parking Stall	50	n/a	39	11	50	13	38	51

1. Daily pedestrian trip generation of parking stalls is not available.

Source: Fehr & Peers

Guidance from the Manual on Uniform Traffic Control Devices (MUTCD) states that a mid-block crosswalk should be considered if there are 20 or more expected pedestrian crossings during the peak hour and the nearest existing crosswalk (either another mid-block crossing or a controlled intersection like 3900 South & 1100 East) is more than 300 feet away. Even if half of the estimated pedestrians are generated during the peak hour of trip generation of the West Lot, more than 20 pedestrians are expected to be crossing 1100 East. The northern edge of the West Lot is roughly 225 feet from the intersection of 3900 South & 1100 East, but the southern edge (along 3950 South) is approximately 350 feet from the intersection of 3900 South & 1100 East.

Given the guidance from MUTCD, **a mid-block crosswalk across 1100 East on the north leg of the intersection of 1100 East with 3950 South is recommended to be considered**. The design of the crosswalk should include, or consider, the following: high-visibility markings, parking restrictions on crosswalk approach (within roughly 30 feet), adequate nighttime lighting, and upstream crossing warning signs for drivers. Further design elements to be considered include: in-street pedestrian crossing sign, raised crosswalk, curb extensions, and a rectangular rapid-flashing beacon (RRFB).

UNIFIED FIRE AUTHORITY
QUARTERLY REPORT

CITY OF MILLCREEK

QUARTER 2

APR. 1, 2026 - JUN. 30, 2026



MILLCREEK LIAISON
Battalion Chief Jon Wilde
801-243-2890
jwilde@unifiedfireut.gov

QUARTER 2

UNIFIED FIRE AUTHORITY QUARTERLY REPORT

CITY OF MILLCREEK

APR. 1, 2026 - JUN. 30, 2026

QUARTER 2

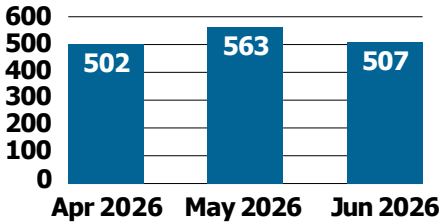
Call Volume

1,572
TOTAL INCIDENTS

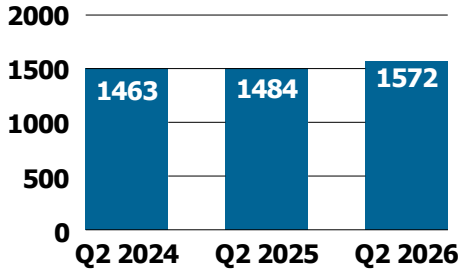
335
EMERGENT

21%
%EMERGENT

Q2 Monthly Incident Counts



Q2 Quarterly Total Incident Counts



Call Type

TOP FIRE CALLS

Vegetation/Grass Fire	7
Other Outside Fire	5
Confined Cooking/ Appliance Fire	4
Structural Involvement	4
Vehicle Fire	3

TOP EMS CALLS

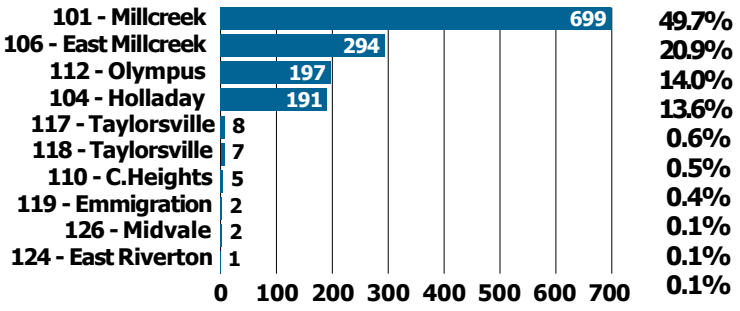
Fall	217
Sick Person	133
Psychological Behavior Issues	85
Breathing Problem	78
Motor Vehicle Crash	64

TOP OTHER CALLS

Lift Assist	41
Accidental Alarm	39
Malfunctioning Alarm	31
Fire Alarm/Smoke Alarm	29
Gas Leak/Gas Odor	22

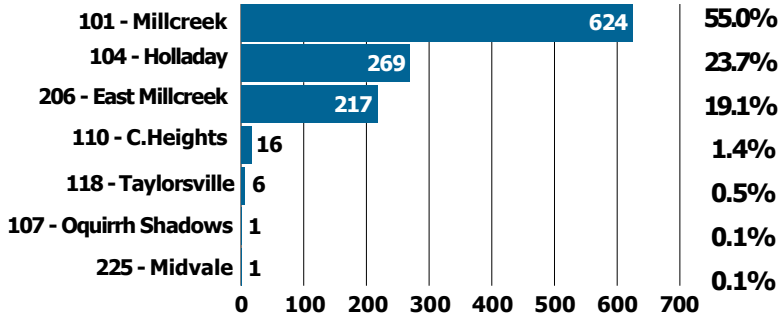
Incoming Units

Top **Engine/Truck** Responses



1,406
TOTAL UNIT RESPONSES

Top **Ambulance** Responses



1,134
TOTAL UNIT RESPONSES

Emergent Total Time

06:58
90th PERCENTILE

**Dispatch to Arrival (does not include call processing time)*







Tanner Park Fire
7/12/26







Tanner Park Fire
7/12/26











Gregson Avenue
7/12/26

Gregson Avenue Fire
7/12/26



Gregson Avenue Fire
7/12/26



Gregson Avenue Fire
7/12/26







Millcreek Canyon SAR 7/17/26



Millcreek SAR
7/17/26



- Church Fork Trail
- UFA- ME112
- SLCo Sheriff SAR
- Good Samaritans

Squad 1 Delta
Initial Attack





Squad 1 Delta
Initial Attack

- Initial Attack
- 24/7 June-October
- Community Fuel Mitigation
- Community Education





PROCLAMATION
APPRECIATION OF UNIFIED FIRE AUTHORITY AND UNIFIED POLICE DEPARTMENT

WHEREAS, the safety and well-being of Millcreek residents depend upon the professionalism, courage, and daily dedication of the Unified Fire Authority and the Unified Police Department; and

WHEREAS, the Unified Fire Authority's ongoing wildfire-mitigation efforts, including its support of the city's Chipper Days program, have helped residents create defensible space and reduce hazardous fuels around their homes and neighborhoods; and

WHEREAS, when a wildfire ignited near Tanner Park Trailhead and Parley's Historic Nature Park, the Unified Fire Authority and the Unified Police Department responded swiftly and in close coordination to contain the fire, support the evacuation of threatened residents, and manage road and freeway closures, preventing loss of life and protecting homes and property; and

WHEREAS, over the course of a single demanding night, the Unified Fire Authority and its partners battled a series of residential structure fires in Millcreek in extreme summer heat, working through the evening and overnight hours to bring each fire under control while ensuring that every occupant was safely evacuated; and

WHEREAS, the Mayor and City Council wish to recognize the dedication, professionalism, and teamwork of the personnel and leadership of both agencies, and to express the gratitude of Millcreek and its residents for their continuing partnership in protecting lives and property.

NOW, THEREFORE, I, Cheri Jackson, Mayor of Millcreek, do hereby proclaim the sincere appreciation and gratitude of Millcreek to the Unified Fire Authority and the Unified Police Department for their dedicated service and their outstanding response to recent emergencies, and I encourage all residents to join in recognizing these guardians of public safety.

ADOPTED on this 27th day of July 2026 in Millcreek, Utah.

By: _____
Cheri Jackson, Mayor

Attest: _____
Elyse Sullivan, City Recorder

MILLCREEK, UTAH
ORDINANCE NO. 26-51

AN ORDINANCE AMENDING THE OLYMPUS HILLS WEST VILLAGE CENTER SPECIAL DISTRICT (OHW-VCSD) ZONE, AS IT PERTAINS SPECIFICALLY TO PROPERTY LOCATED AT 3962 SOUTH WASATCH BOULEVARD, BY ADDING A DEVELOPMENT AGREEMENT TO THE ZONE

WHEREAS, the Millcreek Council ("*Council*") met in regular meeting on July 27, 2026, to consider, among other things, an ordinance to amend the Olympus Hills West Village Center Special District (OHW-VCSD) Zone by adding a development agreement to the zone specifically pertaining to property located at 3962 South Wasatch Blvd; and

WHEREAS, the Utah Code Ann. § 10-9a-102 authorizes, among other things, that the City may enter into development agreements; and

WHEREAS, staff has presented to the Council a Development Agreement for the referenced property ("Development Agreement"); and

WHEREAS, the Council has reviewed the Development Agreement and hereby find that it is in the best interests of both parties to enter into the Development Agreement as it pertains to property located at 3962 South Wasatch Blvd which is more particularly described within Exhibit A.

NOW, THEREFORE, **BE IT ORDAINED** that the Development Agreement is approved, and the Mayor and Recorder are hereby authorized and directed to execute and deliver the same.

PASSED AND APPROVED by the Council on this 27th day of July 2026.

MILLCREEK

_____
Cheri Jackson, Mayor

ATTEST:

_____
Elyse Sullivan, City Recorder

Roll Call Vote:		
Jackson	Yes	No
Catten	Yes	No
DeSirant	Yes	No
Handy	Yes	No
Uipi	Yes	No

CERTIFICATE OF POSTING

I, the duly appointed recorder for Millcreek, hereby certify that:
ORDINANCE 26-51: AN ORDINANCE AMENDING THE OLYMPUS HILLS WEST VILLAGE CENTER SPECIAL DISTRICT (OHW-VCSD) ZONE, AS IT PERTAINS SPECIFICALLY TO PROPERTY LOCATED AT 3962 SOUTH WASATCH BOULEVARD, BY ADDING A DEVELOPMENT AGREEMENT TO THE ZONE, was adopted the 27th day of July 2026 and that a copy of the foregoing Ordinance 26-51 was posted in accordance with Utah Code 10-3-711 this ____ day of July, 2026.

_____
Elyse Sullivan, City Recorder

EXHIBIT A
(Legal description)

The "Property" consists of the following parcels and leasehold interests:

Parcel 1
Fee Owner: GTC Holdings LLC
Master Developer Interest: Ground leasehold interest held by Liberty Cove Associates, LLC

BEGINNING AT THE NORTHEAST CORNER OF LOT 1, PORSCHE MILLCREEK SUBDIVISION, AS RECORD IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER IN BOOK 2025 OF PLATS AT PAGE 134, AND RUNNING THENCE SOUTH 0°25'25" WEST 208.54 FEET ALONG THE EAST LINE OF SAID LOT 1; THENCE NORTH 89°34'35" WEST 245.00 FEET TO THE WEST LINE OF SAID LOT 1; THENCE ALONG THE WEST AND NORTHERLY LINES OF SAID LOT 1 THE FOLLOWING THREE COURSES: 1) NORTH 0°25'25" EAST 168.49 FEET, 2) SOUTH 89°48'19" EAST 118.16 FEET, 3) NORTH 73°05'31" EAST 132.87 FEET TO THE POINT OF BEGINNING.

CONTAINS 43,878 SQ.FT. +/-

Parcel 2
Fee Owner: Liberty Dumke, LLC
Master Developer Interest: Ground leasehold interest held by Liberty Cove Associates, LLC

BEGINNING AT A POINT ON THE EAST LINE OF LOT 1, PORSCHE MILLCREEK SUBDIVISION, AS RECORD IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER IN BOOK 2025 OF PLATS AT PAGE 134, SAID POINT BEING SOUTH 0°25'25" WEST 208.54 FEET ALONG SAID EAST LINE FROM THE NORTHEAST CORNER THEREOF, AND RUNNING THENCE SOUTH 0°25'25" WEST 120.96 FEET ALONG SAID EAST LINE; THENCE NORTH 89°34'35" WEST 245.00 FEET TO THE WEST LINE OF SAID LOT 1; THENCE NORTH 0°25'25" EAST 120.96 FEET ALONG SAID WEST LINE; THENCE SOUTH 89°34'35" EAST 245.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 29,635 SQ.FT. +/-

Parcel 3
Fee Owner: Liberty Cove Associates, LLC
Master Developer Interest: Fee ownership

BEGINNING AT A POINT ON THE EAST LINE OF LOT 1, PORSCHE MILLCREEK SUBDIVISION, AS RECORD IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER IN BOOK 2025 OF PLATS AT PAGE 134, SAID POINT BEING SOUTH 0°25'25" WEST 329.51 FEET ALONG SAID EAST LINE FROM THE NORTHEAST CORNER THEREOF, AND RUNNING THENCE SOUTH 0°25'25" WEST 22.40 FEET ALONG SAID EAST LINE; THENCE NORTH 89°34'35" WEST 44.69 FEET; THENCE SOUTH 0°25'25" WEST 44.69 FEET TO THE SOUTH LINE OF SAID LOT 1; THENCE ALONG THE SOUTH AND WEST LINES OF SAID LOT 1 THE FOLLOWING TWO COURSES: 1) NORTH 89°34'35" WEST 200.31 FEET TO THE SOUTHWEST CORNER THEREOF, 2) NORTH 0°25'25" EAST 67.09 FEET; THENCE SOUTH 89°34'35" EAST 245.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 14,440 SQ.FT. +/-

Parcel 4
Fee Owner: Cowboy Theatre Housing Partners, LLC
Master Developer Interest: Ground leasehold interest held by Liberty Cove Associates, LLC

BEGINNING AT A POINT ON THE EAST LINE OF LOT 1, PORSCHE MILLCREEK SUBDIVISION, AS RECORD IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER IN BOOK 2025 OF PLATS AT PAGE 134, SAID POINT BEING SOUTH 0°25’25” WEST 351.91 FEET ALONG SAID EAST LINE FROM THE NORTHEAST CORNER THEREOF, AND RUNNING THENCE ALONG SAID EAST AND THE SOUTH LINE OF SAID LOT THE FOLLOWING TWO COURSES: 1) SOUTH 0°25’25” WEST 44.69 FEET TO THE SOUTHEAST CORNER THEREOF, 2) NORTH 89°34’35” WEST 44.69 FEET; THENCE NORTH 0°25’25” EAST 44.69 FEET; THENCE SOUTH 89°34’35” EAST 44.69 FEET TO THE POINT OF BEGINNING.

CONTAINS 1,997 SQ.FT. +/-

WHEN RECORDED, RETURN TO:

_____
_____
_____
_____

MASTER DEVELOPMENT AGREEMENT FOR THE LIBERTY COVE DEVELOPMENT

_____

THIS DEVELOPMENT AGREEMENT is made and entered as of the day of _____, 2026, between Millcreek a Utah municipal corporation, and Liberty Cove Associates, LLC, a Utah limited liability company, as fee owner of a portion of the Property and as ground lessee and master developer of the remainder of the Property pursuant to certain ground leases affecting portions of the Property ("Master Developer"). City and the Master Developer are sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. The Property consists of multiple parcels located in Millcreek, Utah, as more particularly described in Exhibit "A." Master Developer owns a portion of the Property in fee and holds leasehold interests in the remaining portions of the Property pursuant to long-term ground leases with the applicable fee owners (collectively, the "Ground Leases"). Under the Ground Leases, Master Developer has the right to pursue entitlements and approvals, enter into development agreements, and develop the Property as a single integrated mixed-use project.

B. The Parties desire to develop the Property as an integrated mixed-use Project as generally depicted in the Site Plan.

C. The Property is zoned as Olympus Hills West Village Center Special District (OHW-VCSD) Zone.

D. The Master Developer hereby represents to the City that it is voluntarily entering into this Agreement.

E. The City and Master Developer desire to enter into this Agreement to further memorialize the development rights, terms, requirements, and conditions for the development of the Project, as more fully described herein.

F. The City, acting pursuant to its authority under the Utah Municipal Land Use, Development, and Management Act, Utah Code Ann. §10-20-101, *et seq*., and its ordinances, resolutions, and regulations, and in furtherance of its land-use policies, has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this Agreement.

G. Many of the capitalized terms used in these Recitals are defined in Section 1.2 below.

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" – "I" 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 Municipal 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 the Ordinance and/or this Agreement.

1.2.3. **Applicant** means a person or entity submitting a Development Application, a Modification Application or a request for an Administrative Action.

1.2.4. **Building Permit** means a permit issued by the City to allow construction, erection, or structural alteration of any building, structure, private or public infrastructure, On-Site Infrastructure, or Off-Site Infrastructure.

1.2.5. **Buildout** means the completion of all of the development on the entire Project.

1.2.6. **City** means Millcreek, a Utah municipal corporation.

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

1.2.8. **City's Vested Laws** mean the ordinances, policies, standards, and procedures of the City at the time of adoption of this MDA.

1.2.9. **City's Future Laws** means the then-current ordinances, policies, standards, procedures, and processing fee schedules of the City, as amended from time to time.

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

1.2.11. **Condominium** means the division of any portion of the Property into a condominium pursuant to State Law or the Zoning Ordinance.

1.2.12. **Condominium Application** means the application to create a condominium.

1.2.13. **Condominium Site Plan** means the plan submitted with a Subdivision Application.

1.2.14. **Denied** means a formal denial issued by the Council and does not include review comments or "redlines" by City staff.

1.2.15. **Development Application** means an application to the City for development of a portion of the Project, including a condominium, a Commercial Site Plan, a Building Permit, or any other permit, certificate, or other authorization from the City required for development of the Project.

1.2.16. **Final Plat** means a map or other graphical representation of land prepared in accordance with Utah Code Ann. § 10-20-101 et seq., and approved by the City, effectuating a division of any portion of the Project.

1.2.17. **Impact Fees** means fees, assessments, or payments of money imposed upon development activity by the City as a condition of

development approval as contemplated in Utah Code Ann. §§ 11-36-101, *et seq*.

1.2.18. **Intended Uses** means the use of all or portions of the Project for single-family and multi-family residential units, public facilities, commercial areas, open space, parks, etc., as shown on the Site Plan.

1.2.19. **Master Developer** means Liberty Cove Associates, LLC, in its capacity as fee owner of a portion of the Property and ground lessee and developer of the remainder of the Property, together with its permitted successors and assigns under this MDA.

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

1.2.21. **Modification Application** means an application to amend this MDA.

1.2.22. **Non-City Agency** means a governmental or quasi-governmental entity, other than those of the City, which has jurisdiction over the approval of any aspect of the Project.

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

1.2.24. **Off-Site Infrastructure** means those items of public or private infrastructure necessary for the development of the Property, such as roads and utilities, that are not on the site of any portion of the Property that is the subject of a Development Application.

1.2.25. **On-Site Infrastructure** means those items of public or private infrastructure that are necessary for the development of the Property, such as roads or utilities, and that are located on that portion of the Property which is subject to a Development Application.

1.2.26. **Open Space** means those areas identified as Open Space in the Site Plan.

1.2.27. **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 the development of the Property as is more fully set out in this MDA.

1.2.28. **Parcel** means portions of the Property for development of a particular type of Intended Use.

1.2.29. **Phase** means the development of a portion of the Project at a point in a logical sequence as determined by Master Developer.

1.2.30. **Planning Commission** means the City's Planning and Zoning Commission established by the Ordinance.

1.2.31. **Project** means the development to be constructed on the Property with the associated public and private facilities, Intended Uses, Phases, and all of the other aspects approved as part of this MDA, including its Exhibits.

1.2.32. **Property** means collectively the real property and leasehold interests legally described in Exhibit "A."

1.2.33. **Site Plan** means the plan submitted to the City for the approval of the development of the Project substantially as illustrated in Exhibit "C," subject to the technical guidelines/specific design criteria as set forth below.

1.2.34. **Subdeveloper** means an entity that is not related to the Master Developer, as determined under applicable Internal Revenue Service regulations, and that purchases or otherwise acquires a Parcel for development.

1.2.35. **Substantial Completion** means a point in the progress of a construction project where the work has reached the point that it is sufficiently complete such that any remaining work will not interfere with the intended use or occupancy of the project. For work to be substantially complete it is not required that the work be 100% complete.

1.2.36. **Technical Guidelines/Specific Design Criteria** means guidelines approved by the City that control certain aspects of the design and construction of the development of the Property substantially as set forth in Exhibit "B."

2. **Development of the Project.** Development of the Project shall be governed by the City's Vested Laws, this MDA, and its Exhibits. If this MDA, its Exhibits, or City's Future Laws impose different requirements on the same matter, the requirement that provides the higher level of public protection, greater quantity or quality of improvement, or more specific standard shall apply, as reasonably determined by the City. Notwithstanding the foregoing, City's Future

Laws shall apply to the Project only to the extent expressly provided in Section 3.2, and nothing in this Section 2 shall be construed to diminish the vested rights granted under Section 3.2.

2.1. **Specific Design Conditions and Development Rights.** The Property and each Parcel shall be developed and constructed substantially as set forth in the Site Plan, subject to the Technical Guidelines/Specific Design Criteria.

3. **Zoning and Vested Rights.**

3.1. **Current Zoning.** The Property is currently zoned Olympus Hills West Village Center Special District (OHW-VCSD) Zone.

3.2. **Vested Rights Granted by Approval of this MDA.** The parties specifically intend that this MDA grants to the Master Developer "vested rights" as the term vested rights is construed in Utah's common law and pursuant to Utah Code Ann. §10-20-902.

3.2.1. Exceptions. The exclusion from changes to the City's Vested Laws set forth in this Section are subject to the following exceptions:

3.2.1.1. Laws, rules or regulations that the Master Developer agrees in writing to the application thereof to the Project;

3.2.2. 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;

3.2.3. City Development Standards, Engineering Requirements and Supplemental Specifications for Public Works and any new editions or replacement thereof and any City's Future Laws that are updates or

amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, 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;

3.2.4. 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; or,

3.2.5. 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).

3.2.6. 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 are generally applicable across the entire City to the respective zones within the Project.

3.2.7. 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 pursuant to Utah Code Ann. § 10-20-902(1)(a)(ii).

4. **Term of Agreement.** The term of this MDA shall automatically expire on August 1, 2036.

5. **Approval Processes for Development Applications.**

5.1. **Phasing.** The City acknowledges that the Master Developer and/or assignees of Master Developer may construct portions of the Project pursuant to the Site Plan in phases as approved by the City.

5.2. **Processing Under Current City Laws.** The City shall utilize the City's Future Laws with regards to the processes the City utilizes to review and approve Development Applications.

5.3. **City's Cooperation in Processing Development Applications.** The City shall cooperate reasonably in promptly and fairly processing Development Applications.

5.4. **Outsourcing of Processing of Development Applications.** Within fifteen (15) business days after receipt of a Development Application upon the request of either party the parties will confer and determine whether the City and/or the Master Developer wishes the City to Outsource the review of any aspect of the Development Application to ensure that it is processed on a timely basis. If both parties determine that Outsourcing is appropriate, the City shall promptly estimate the reasonably anticipated differential cost of Outsourcing in the manner selected by City (either overtime to City employees or the hiring of a City Consultant). If the Master Developer notifies the City of its intent to proceed with the Outsourcing based on the City's estimate of costs, then the Master Developer shall deposit in advance to such Outsourcing with the City the estimated

differential cost and the City shall promptly proceed with such Outsourcing. If the City hired a consultant for the Outsourcing services then upon completion of the Outsourcing services and submission of an invoice for the actual differential cost of Outsourcing (with such reasonable supporting documentation as may be requested by Master Developer) or if the City has incurred overtime with respect to City employees for such Outsourcing services, then upon completion of the Outsourcing services and submission of a statement for the actual differential cost of Outsourcing, the Master Developer shall, within ten (10) business 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 differential cost.

5.5. **Non-City Agency Reviews.** If any aspect or portion of a Development Application is governed by a Non-City Agency and not the City, then such aspects or portion of a Development Application does not need to be submitted to the City for approval provided, however, the Applicant shall notify the City in writing of such submission, and upon request by the City, provide to the City a copy of the submission and approval. The City may only grant final approval for any Development Application subject to compliance by Applicant with any conditions required for such Non-City Agency's approval.

5.6. **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 Development Application shall be deemed to meet the specific standards which are the subject of the opinion or certification without further objection or required review by the City or any other agency of the City.

5.7. **Expert Review of Certifications Required for Development Applications.** If the City, notwithstanding such a certification by Applicant's experts, as provided in Section 5.6, subjects the Development Application to review by City Consultants, the Applicant shall bear the costs of such review.

5.7.1. Selection of City Consultants for Review of Certifications Required for Development Applications. 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 pursuant to a "request for proposal" process required by City ordinances. 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.

5.8. **Extraordinary Technical Analysis.** If the City requires technical analysis beyond the scope of analysis contemplated in Section 5.4 above, then the City shall notify the Applicant and absent a written objection by Applicant within five (5) business days of City's notifying the applicant, the City may engage such expert or consultant and the actual cost incurred by the City with respect to such expert or consultant shall be the responsibility of Applicant.

5.9. **Meet and Confer regarding Development Application Objections.** The City and Applicant shall meet within fifteen (15) business days of any Denial to resolve the issues specified in the rejection of a Development Application.

5.10. **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, the Master Developer shall appeal any such denial through the appropriate procedures for such a decision and not through the processes specified below.

5.11. **Mediation of Development Application Objections.**

5.11.1. Issues Subject to Mediation. Issues resulting from the Denial of a Development Application that are not subject to arbitration provided in Section 5.12 shall be mediated.

5.11.2. Mediation Process. If the City and Applicant are unable to resolve a disagreement subject to mediation, the parties shall attempt within seven (7) business days to appoint a mutually acceptable mediator with knowledge of the issue in dispute. If the parties are unable to agree on a single acceptable mediator, they shall each, within seven (7) business days thereafter, appoint their own representative. These two representatives shall, between them, choose the single mediator. Applicant shall pay the fees of the chosen mediator. The chosen mediator shall within fourteen (14) business 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 resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the parties.

5.12. **Arbitration of Development Application Objections.**

5.12.1. Issues Subject to Arbitration. Issues regarding the Denial of a Development Application that are subject to resolution by scientific or technical experts such as traffic impacts, water quality impacts, pollution impacts, etc. are subject to arbitration. Denials based on the Applicants failure to satisfy City's Future Laws with respect to development standards are not issues subject to resolution by scientific or technical experts.

5.12.2. Mediation Required Before Arbitration. Prior to any arbitration the parties shall first attempt mediation as specified in Section 5.11.2.

5.12.3. Arbitration Process. If the City and Applicant are unable to resolve an issue through mediation, the parties shall attempt within seven (7) business days to appoint a mutually acceptable expert in the professional discipline(s) of the issue in question. If the parties are unable to agree on a single acceptable arbitrator, they shall each, within seven (7) business days, appoint their own individual appropriate expert. These two experts shall, between them, choose the single arbitrator. Applicant shall pay the fees of the chosen arbitrator. The chosen arbitrator shall within fourteen (14) business 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.

6. **Infrastructure Improvements**. The City may refuse to approve a Development Application for the affected Parcel, Phase, or portion of the Project until such time that the City may reasonably review and approve, pursuant to applicable City standards, the funding and construction mechanisms for On-Site Infrastructure, Off-Site Infrastructure, or other infrastructure required for that Development Application.

7. **Construction Standards and Requirements.**

7.1. **General.** Construction on the Project shall be conducted and completed in accordance with the City's Vested Laws, City's Future Laws, and Technical Guidelines, to the extent applicable.

7.2. **Building Permits.** No buildings or other structures shall be constructed within the Project or Property without the Master Developer first obtaining building permits. The Master Developer may apply for and obtain a grading permit following approval of a Site Plan if the Master Developer has submitted and received approval of a site grading plan from the City Engineer.

7.3. **Security for Public Improvements.** All public improvements shall be constructed and completed in accordance with City's Future Laws and bonding requirements.

7.4. **City and Other Governmental Agency Permits.** Before commencement of construction or development of any buildings, structures or other work or improvements upon any portion of the Project, the Master Developer shall, at its

expense, secure, or cause to be secured, any and all permits which may be required by the City or any other governmental entity having jurisdiction over the work. The City shall reasonably cooperate with the Master Developer seeking to secure such permits from other governmental entities.

7.5. **Compliance with Law.** Except as otherwise specifically set forth herein, the Master Developer shall comply with all applicable Federal, State and City's Future Laws pertaining to the Project.

8. **Default.**

8.1. **Notice and Cure.** If the Master Developer or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, then within thirty (30) calendar days after Notice specifying the default, the non-defaulting party may, except as specifically limited in Section 26 below at its election, have the following remedies:

8.2. Injunctive relief and specific performance.

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

8.4. The right to withhold further reviews, approvals, licenses, permits, or building permits, but only with respect to the Parcel, Phase, Development Application, or obligation directly affected by the default, unless the City determines on the record that the default materially affects the Project as a whole.

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

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

8.7. **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 without the requirement to Meet and Confer. The City shall give Notice to Owner/Master Developer of any public meeting at which an emergency default is to be considered and the Master Developer shall be allowed to address the City Council at that meeting regarding the claimed emergency Default.

9. **Notices.** All notices required or permitted under this Development Agreement 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:

Liberty Cove Associates, LLC
c/o Cowboy Partners, L.C.
Attn: Lee Dial
6440 South Wasatch Blvd, Suite 100
Salt Lake City, Utah 84121

To the City:

Millcreek
Cheri Jackson
1330 E Chambers Ave
Millcreek, UT 84106

9.1. **Effectiveness of Notice.** Except as otherwise provided in this MDA, each Notice shall be effective and shall be deemed delivered on the earlier of (1) its actual receipt, if delivered personally, by a national courier service, 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) or, (2) 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.

10. **Amendments.** This MDA may not be modified except by written instrument signed by the parties hereto.

11. **Estoppel Certificate.** Upon twenty (20) days prior written request by the Master Developer City will execute an estoppel certificate to any third party certifying that the Master Developer as the case may be, at that time is not in default of the terms of this Agreement.

12. **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.

13. **Recordation and Running with the Land.** This MDA shall be recorded in the chain of title for the Property and shall run with Master Developer's fee interest and leasehold interests in the Property. This MDA shall be binding on Master Developer and its permitted successors and assigns. With respect to any parcel leased by Master Developer, this MDA shall bind Master Developer's leasehold interest and development rights.

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

15. **No Third-Party Rights/No Joint Venture.** This MDA does not create a joint venture relationship, partnership, or agency relationship between the City and the 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 unless the City has accepted the dedication of such improvements at which time all rights and responsibilities for the dedicated public improvement shall be the City's.

16. **Assignability.** The Master Developer may assign its rights and delegate its duties under this MDA, in whole or in part, to a limited liability company, corporation, or other entity in which the Master Developer owns a majority and controlling interest in the capital stock, membership interests, or other ownership interests, including value, profits, capital, and voting interests (a "Permitted Assignee"), without City consent. Before any assignment to a Permitted Assignee, the Master Developer shall deliver written notice to the City identifying the Permitted Assignee and all persons holding an interest in the Permitted Assignee, together with a description of each such interest. The Master Developer may assign its rights and delegate its duties under this MDA to any other assignee (an "Other Assignee") only with the City's consent, which the City may withhold only if it is not reasonably satisfied with the Other Assignee's financial ability to perform the obligations proposed to be assigned. If the Master Developer seeks consent for an assignment to an Other Assignee, the Master Developer shall provide notice of the proposed assignment and any information reasonably requested by the City to evaluate the proposed assignment. Unless the City provides written consent, the proposed assignment to an Other Assignee shall be deemed disapproved. The sale or conveyance of lots or Parcels in any approved plat, including

sales or conveyances to builders or users, shall not be deemed an assignment requiring City notice or approval under this section. If an assignment covers less than all of the Master Developer's rights and duties, the Master Developer shall remain liable for all rights and duties not assigned and shall be released only from future obligations expressly assigned to, and assumed by, the assignee. Each assignee shall agree in writing to be bound by this MDA as a condition precedent to the effectiveness of the assignment. Transfers, assignments, contributions, or conveyances of fee interests, leasehold interests, membership interests, or beneficial interests made in connection with tax-deferred exchange structures, ground lease arrangements, project financing, affiliate transfers, or contributions of Parcels or interests to a project ownership entity shall not require City consent and shall not be deemed an assignment requiring approval, provided that the Project remains subject to this MDA and the applicable development obligations remain with the Master Developer or an approved assignee. The Master Developer shall deliver written notice to the City at least fifteen (15) days before any such transfer, assignment, contribution, or conveyance.

17. **Binding Effect.**

If the Master Developer sells or conveys Parcels or other interests in the Property, the interests so sold or conveyed shall bear the same rights, privileges, Intended Uses, configurations, limitations, and obligations applicable to such Parcel or interest under this MDA, without any required approval, review, or consent by the City except as otherwise provided herein.

18. **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.

19. **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 effect.

20. **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.

21. **Time is of the Essence.** Time is of the essence of this MDA, and all rights and responsibilities shall be exercised within the specified times.

22. **Appointment of Representatives.** To further the commitment of the parties to cooperate in the implementation of this MDA, the City and the 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 Mike Winder, and the initial representative for the Master Developer shall be Lee Dial. 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.

23. **Mutual Drafting.** Each party has participated in negotiating and drafting this MDA, and therefore no provision of this MDA shall be construed for or against either party based on which party drafted any particular portion of this MDA.

24. **Applicable Law.** This MDA is entered into 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.

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

26. **Limitation on Recovery for Default – No Damages. IF THE PARTIES ARE NOT ABLE TO RESOLVE THE DEFAULT THROUGH GOOD FAITH NEGOTIATIONS OR THROUGH MEDIATION (WHICH BOTH PARTIES AGREE TO SUBMIT TO UPON THE REQUEST OF THE OTHER PARTY), THEN THE SOLE REMEDY AVAILABLE TO A PARTY HEREUNDER SHALL BE THAT OF SPECIFIC PERFORMANCE AND MASTER DEVELOPER, SUCCESSOR DEVELOPER AND THE DEFAULTING PARTY SHALL NOT BE ENTITLED TO ANY CLAIM FOR ANY MONETARY DAMAGES INCLUDING BUT NOT LIMITED TO ANY INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES WHATSOEVER, INCLUDING LOSS OF GOODWILL OR LOSS OF PROFITS AS A RESULT OF ANY BREACH OF THIS AGREEMENT OR FOR ANY OTHER REASON. PROVIDED, HOWEVER, THE CITY MAY DRAW ON ANY SECURITY POSTED OR PROVIDED IN CONNECTION WITH THE PROJECT AND RELATING TO REMEDYING OF THE PARTICULAR DEFAULT AND, SUBJECT TO SECTION 8.4, WITHHOLD FURTHER REVIEWS, APPROVALS, LICENSES, BUILDING PERMITS AND/OR OTHER PERMITS UNTIL THE DEFAULT HAS BEEN CURED.**

27. **Further Acts.** In addition to the acts recited in this Agreement to be performed by the parties hereto, the parties agree to perform or cause to be performed any such further acts as

may be reasonably necessary to consummate the transactions contemplated hereby and to carry out the terms and provisions, spirit and intent of this Agreement.

28. **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 Mayor's signature is affixed to this MDA, thereby lawfully binding the City pursuant to Ordinance No. __ _ adopted by the City on _____ __, 2026. Master Developer further represents that it has authority, in its capacity as fee owner and/or ground lessee and developer, to enter into this MDA and to perform the obligations of Master Developer hereunder with respect to the Property.

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 hereinabove written.

MASTER DEVELOPER

LIBERTY COVE ASSOCIATES, LLC,
a Utah limited liability company

By its Manager, Cowboy Partners, L.C.,
a Utah limited liability company

By: _____
Lee Dial, President & COO

CITY

By: _____

MASTER DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
:ss
COUNTY OF SALT LAKE)

On the _____ day of _____, 2026, personally appeared before me Lee Dial, who being by me duly sworn, did say that he is the President & COO of Cowboy Partners, L.C., a Utah limited liability company, the Manager of Liberty Cove Associates, LLC, a Utah limited liability company 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.

My Commission Expires:

_____ _____
NOTARY PUBLIC
Residing at: _____

Approved as to form: Attest:

_____ _____
City Attorney City Recorder

CITY ACKNOWLEDGMENT

STATE OF UTAH)
:ss
COUNTY OF SALT LAKE)

On the _____ day of _____, 2026, personally appeared before _____ who being by me duly sworn, did say that he/she is the _____of Millcreek, a Utah municipal corporation, and that said instrument was signed in behalf of the City by authority of its governing body and said _____ acknowledged to me that the City executed the same.

My Commission Expires:
_____

_____
NOTARY PUBLIC
Residing at: _____

EXHIBIT A
(Legal description)

The "Property" consists of the following parcels and leasehold interests:

Parcel 1
Fee Owner: GTC Holdings LLC
Master Developer Interest: Ground leasehold interest held by Liberty Cove Associates, LLC

BEGINNING AT THE NORTHEAST CORNER OF LOT 1, PORSCHE MILLCREEK SUBDIVISION, AS RECORD IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER IN BOOK 2025 OF PLATS AT PAGE 134, AND RUNNING THENCE SOUTH 0°25'25" WEST 208.54 FEET ALONG THE EAST LINE OF SAID LOT 1; THENCE NORTH 89°34'35" WEST 245.00 FEET TO THE WEST LINE OF SAID LOT 1; THENCE ALONG THE WEST AND NORTHERLY LINES OF SAID LOT 1 THE FOLLOWING THREE COURSES: 1) NORTH 0°25'25" EAST 168.49 FEET, 2) SOUTH 89°48'19" EAST 118.16 FEET, 3) NORTH 73°05'31" EAST 132.87 FEET TO THE POINT OF BEGINNING.

CONTAINS 43,878 SQ.FT. +/-

Parcel 2
Fee Owner: Liberty Dumke, LLC
Master Developer Interest: Ground leasehold interest held by Liberty Cove Associates, LLC

BEGINNING AT A POINT ON THE EAST LINE OF LOT 1, PORSCHE MILLCREEK SUBDIVISION, AS RECORD IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER IN BOOK 2025 OF PLATS AT PAGE 134, SAID POINT BEING SOUTH 0°25'25" WEST 208.54 FEET ALONG SAID EAST LINE FROM THE NORTHEAST CORNER THEREOF, AND RUNNING THENCE SOUTH 0°25'25" WEST 120.96 FEET ALONG SAID EAST LINE; THENCE NORTH 89°34'35" WEST 245.00 FEET TO THE WEST LINE OF SAID LOT 1; THENCE NORTH 0°25'25" EAST 120.96 FEET ALONG SAID WEST LINE; THENCE SOUTH 89°34'35" EAST 245.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 29,635 SQ.FT. +/-

Parcel 3
Fee Owner: Liberty Cove Associates, LLC
Master Developer Interest: Fee ownership

BEGINNING AT A POINT ON THE EAST LINE OF LOT 1, PORSCHE MILLCREEK SUBDIVISION, AS RECORD IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER IN BOOK 2025 OF PLATS AT PAGE 134, SAID POINT BEING SOUTH 0°25’25” WEST 329.51 FEET ALONG SAID EAST LINE FROM THE NORTHEAST CORNER THEREOF, AND RUNNING THENCE SOUTH 0°25’25” WEST 22.40 FEET ALONG SAID EAST LINE; THENCE NORTH 89°34’35” WEST 44.69 FEET; THENCE SOUTH 0°25’25” WEST 44.69 FEET TO THE SOUTH LINE OF SAID LOT 1; THENCE ALONG THE SOUTH AND WEST LINES OF SAID LOT 1 THE FOLLOWING TWO COURSES: 1) NORTH 89°34’35” WEST 200.31 FEET TO THE SOUTHWEST CORNER THEREOF, 2) NORTH 0°25’25” EAST 67.09 FEET; THENCE SOUTH 89°34’35” EAST 245.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 14,440 SQ.FT. +/-

Parcel 4
Fee Owner: Cowboy Theatre Housing Partners, LLC
Master Developer Interest: Ground leasehold interest held by Liberty Cove Associates, LLC

BEGINNING AT A POINT ON THE EAST LINE OF LOT 1, PORSCHE MILLCREEK SUBDIVISION, AS RECORD IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER IN BOOK 2025 OF PLATS AT PAGE 134, SAID POINT BEING SOUTH 0°25’25” WEST 351.91 FEET ALONG SAID EAST LINE FROM THE NORTHEAST CORNER THEREOF, AND RUNNING THENCE ALONG SAID EAST AND THE SOUTH LINE OF SAID LOT THE FOLLOWING TWO COURSES: 1) SOUTH 0°25’25” WEST 44.69 FEET TO THE SOUTHEAST CORNER THEREOF, 2) NORTH 89°34’35” WEST 44.69 FEET; THENCE NORTH 0°25’25” EAST 44.69 FEET; THENCE SOUTH 89°34’35” EAST 44.69 FEET TO THE POINT OF BEGINNING.

CONTAINS 1,997 SQ.FT. +/-

EXHIBIT B
(Design and Improvement Criteria)

The Master Developer shall develop the Property consistent with the design and improvement criteria as listed below:

1. **Uses** - The development shall be limited to the following uses:
    a. Restaurant - Minimum 4,000 sqft. sit-down restaurant(s),
    b. Office - Between 5,000-8,000sqft of Professional Office Space,
    c. Open Space - Minimum 10,000sqft of contiguous landscaped usable area,
    d. Residential - Between 65 and 70 residential units,
    e. Parking - Minimum of 220 Parking Spaces.

The Master Developer shall construct the commercial space, as labeled in Exhibit C, with a vent hood shaft and grease trap reasonably designed to accommodate a full-service 4,000 square foot restaurant, subject to final building plans and applicable code requirements. The Master Developer shall make good faith efforts for eighteen (18) months following issuance of a building permit to market and lease the commercial space to restaurant users. If, despite such good faith efforts, the Master Developer does not secure a restaurant tenant within such period, the commercial space may be used for any other use permitted under applicable zoning and this MDA.

2. **Site Plan Layout** – The property shall be developed according to the site plan layout, as conceptually depicted within **Exhibit C**.

3. **Architecture** – Building massing, orientation, height, materials, and colors shall be according to the elevations as conceptually depicted within **Exhibit D**. Furthermore, brick material shall be applied to all building facades, to the amount of between 42% and 53%.

4. **Landscaping** – The property shall be landscaped according to the landscape plans conceptually depicted within **Exhibit E**.

5. **Lighting Plan** – All exterior lighting shall be according to the lighting plans conceptually depicted within **Exhibit F**.

6. **Signage** – All signage shall be installed according to the signage plans conceptually depicted within **Exhibit G**. Furthermore, all illuminated signage shall be prohibited above 15 feet on all facades, as measured from Wasatch Blvd.

7. **Amenities** – The property shall include those amenities as conceptually depicted within **Exhibit H**.

8. **Frontage Improvements**– The development of the property shall include the frontage improvements as conceptually depicted within **Exhibit I**.

EXHIBIT C



SCALE: 1" = 20' - 0" (24"x36" SHEET)

0' 20' 40' 80'

N

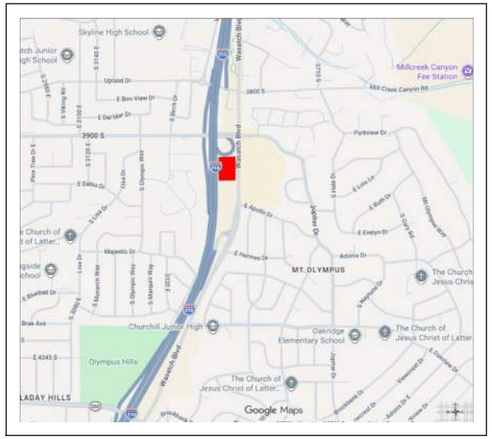
LIBERY COVE						COWBOY	25120
UNIT TABULATION - 3 STORY BUILDING OVER 2 STORY PODIM GARAGE							3/24/26
UNIT NAME	UNIT TYPE	NET AREA(SF)	UNIT COUNT	BED COUNT	PERCENTAGE	TOTAL AREA	% BREAKDOWN
A1	1br/1ba	657	7	7	10%	4,599	31%
A2	1br/1ba	738	14	14	21%	10,332	
B0	2br/2ba	920	9	18	13%	8,280	69%
B1	2br/2ba	1,023	6	12	9%	6,138	
B2	2br/2ba/Flex	1,057	7	14	10%	7,399	
B3	2br/2ba/Den	1,089	14	28	21%	15,246	
B3-ALT	2br/2ba/Den	1,120	7	14	10%	7,840	
B4	2br/2ba/Den	1,247	3	6	4%	3,741	
TOTALS			**67**	**113**	**100%**	**63,575**	100%

UNIT AVERAGE NET SF : 949

* NET AREA IS COMPUTED TO INCLUDE SQUARE FOOTAGE FROM EXTERIOR FACE OF ALL EXTERIOR FRAME WALLS THAT ENCLOSE A/C SPACE. IT DOES NOT INCLUDE PATIOS, BALCONIES, PATIO/BALCONY STORAGE.

PROJECT DATA

UNIT AVERAGE NET SF :		949	S.F.
ACREAGE:		2.09	GROSS ACRES
DENSITY:		32.1	UNITS/ACRE
	COMMERCIAL AREA	4,030.00	S.F.
	COWBOY OFFICES	6,800.00	S.F.
	LEASING	1,450.00	S.F.
	OFFICES	2,000.00	S.F.
	FITNESS	1,450.00	S.F.
	CLUBROOM	1,140.00	S.F.
	COWORK	603.00	S.F.
PARKING:			
	REQUIRED	172	SPACES
	COMMERCIAL	59	SPACES (1/50 S.F.)
	OFFICES	5	SPACES (1/400 S.F.)
	RESIDENTIAL	108	SPACES
	PROVIDED	221	SPACES
	GARAGE PARKING	202	SPACES
	SURFACE PARKING	19	SPACES
		2.0	SPACES/BED
		3.3	SPACES/UNIT



VICINITY MAP

COVERAGE CALCULATION:

BUILDING FOOT PRINT:	33,185 S.F. (36%)
DRIVE-PARKING:	23,369 S.F. (26%)
OPEN SPACE:	34,588 S.F. (38 %)
TOTAL LAND AREA:	91,142 S.F.

GROSS S.F. CALCULATION

RESIDENTIAL:	81,312 S.F.
COMMERCIAL:	2,940 S.F.
OFFICES:	8,800 S.F.
LEASING:	1,450 S.F.
CLUBHOUSE & AMENITIES	3,388 S.F.
SUBTOTAL:	**97,890 S.F.**
GARAGES:	87,658 S.F.
TOTAL GROSS AREA:	**185,544 S.F.**

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5339 Alpha Rd., Suite 300, Dallas, TX 75240 | 972.701.9636 | www.humphreys.com

CLIENT **COWBOY**

PROJECT INFO **LIBERTY COVE** MILLCREEK, UTAH

ISSUE **SD SET**

SHEET DESCRIPTION **SITE PLAN** SCHEME 05

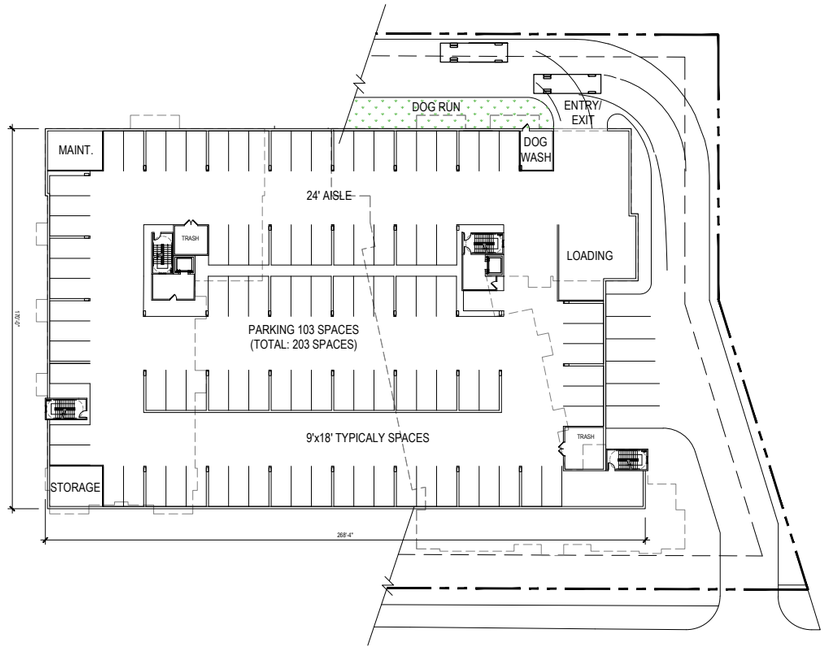
JOB NUMBER **25120**

DATE **May. 28, 26**

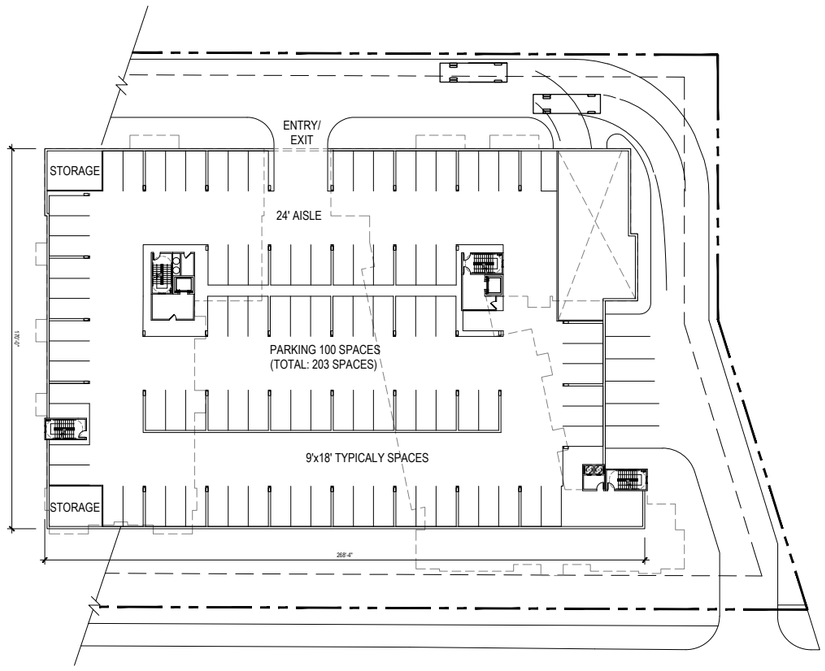
DRAWN BY **G.CH. & J.A.**

SHEET **A201**

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BASEMENT 1



BASEMENT 2

SCALE: 1/32" = 1'-0" (24"x36" SHEET)

0' 32' 64' 128'

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CLIENT
COWBOY

PROJECT INFO
LIBERTY COVE
MILLCREEK, UTAH

ISSUE
SD SET

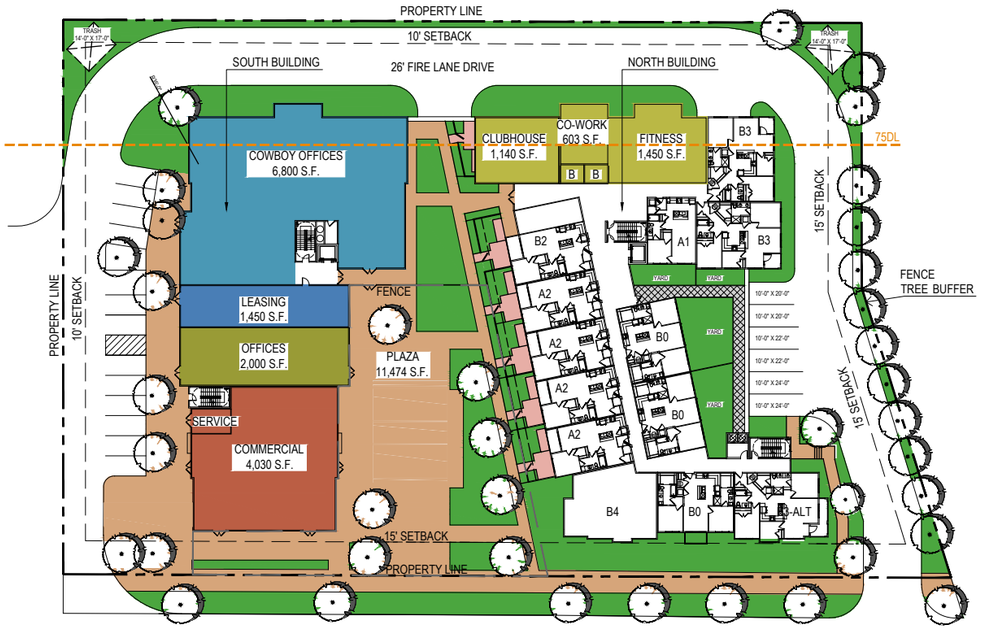
SHEET DESCRIPTION
BASEMENT 1 & 2

JOB NUMBER
25120

DATE
Mar. 24, 26
DRAWN BY
G.CH. & J.A.

SHEET
A410

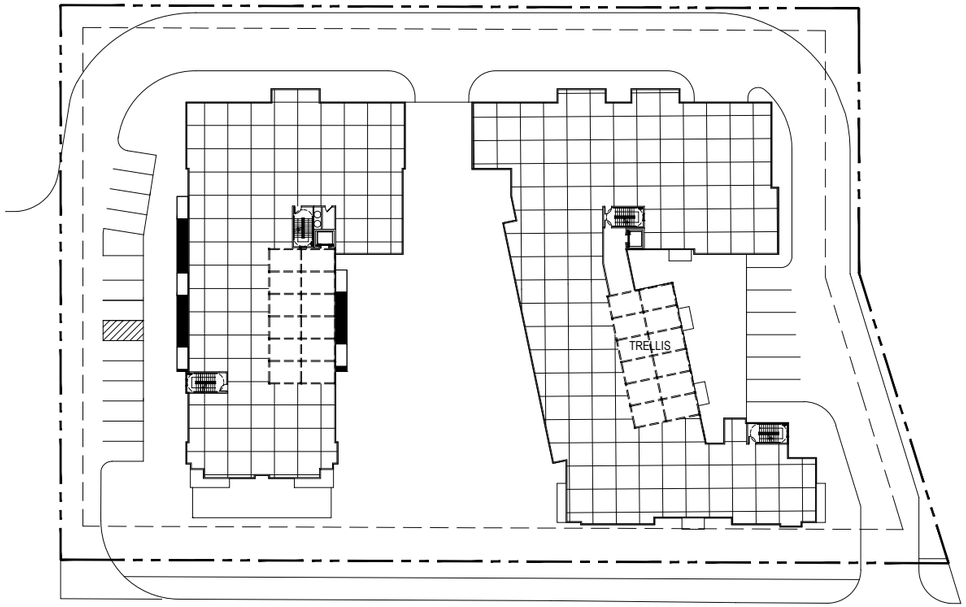
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1ST. FLOOR



2ND. & 3 RD. FLOOR



ROOF LEVEL

SCALE: 1/32" = 1'-0" (24"x36" SHEET)

0' 32' 64' 128'

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CLIENT
COWBOY

PROJECT INFO
LIBERTY COVE
MILLCREEK, UTAH

ISSUE
SD SET

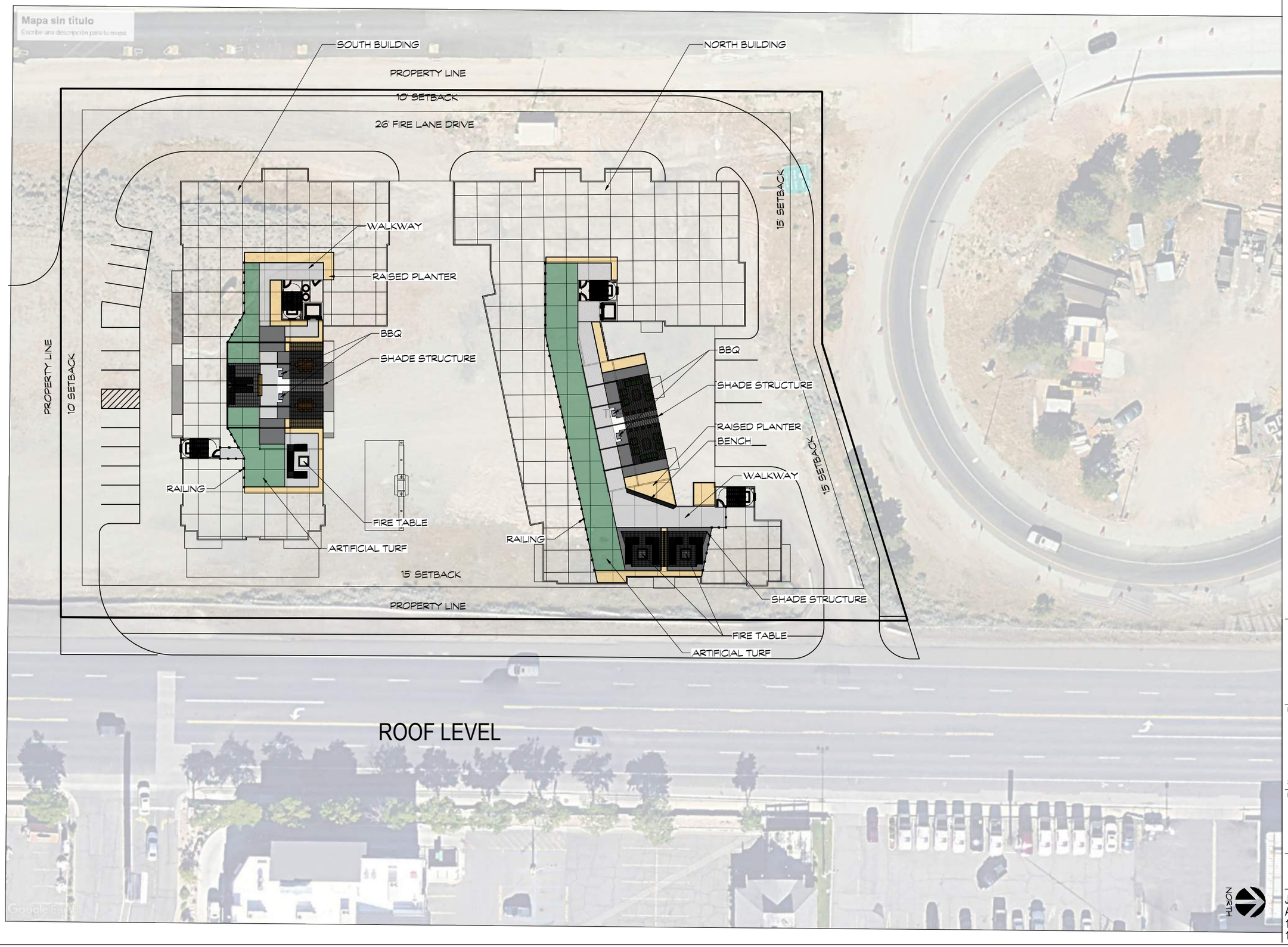
SHEET DESCRIPTION
FLOOR PLANS

JOB NUMBER
25120

DATE
May. 28, 26
DRAWN BY
G.CH. & J.A.

SHEET
A411

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GENERAL & KEYED NOTES

ACREAGE : 2.09

STEPPING STONE
LANDSCAPE DESIGNS CO.

PROJECT TITLE:

Liberty Cove

3950 South Wasatch Blvd — Millcreeek, UT

DRAWING SCALE

0 20 40 60 feet
SCALE:1" = 20'

All dimensions and size designations given are subject to verification on the job site and adjustment to fit job conditions
Designer is not an architect or engineer.

Job # SSD-053
April 16, 2026
1" = 40'-0" on 12"x18"
1" = 20'-0" on 24"x36"

Conceptual Roof Top Plan

2026-04-16, 15:24:40 G:\Shared drives\Berg Shared Drive\BERG & STEPPING STONE\COMMERCIAL\MILLCREEK\Liberty Cove\CAD\Liberty Cove Landscape Design - Concept 7.dwg
alexa

EXHIBIT D



SOUTH BLDG. - NORTH ELEVATION

OPENING CALCULATION:

WINDOWS: 33% APROX.



SOUTH BLDG. - EAST ELEVATION



NORTH BLDG. - EAST ELEVATION

OPENING CALCULATION:

WINDOWS: 21% APROX.

SCALE: 1" = 10' - 0" (24"x36" SHEET)

0' 10' 20' 40'

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ARCHITECTS, L.P.
5339 Alpha Rd., Suite 300, Dallas, TX 75240 | 972.701.9636 | www.humphreys.com

CLIENT: **COWBOY**

PROJECT INFO: **LIBERTY COVE**
MILLCREEK, UTAH

ISSUE: **SD SET**

SHEET DESCRIPTION: **ELEVATIONS**

JOB NUMBER: **25120**

DATE: **Mar. 25, 26**

DRAWN BY: **G.CH. & J.A.**

SHEET: **A412**

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SOUTH BLDG. - SOUTH ELEVATION

OPENING CALCULATION:

WINDOWS: 29% APROX.

NORTH BLDG.



SOUTH BLDG.



WEST ELEVATION

OPENING CALCULATION:

WINDOWS: 21% APROX.

OPENING CALCULATION:

WINDOWS: 27% APROX.

SCALE: 1" = 10' - 0" (24"x36" SHEET)

0' 10' 20' 40'

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CLIENT
COWBOY

PROJECT INFO
LIBERTY COVE
MILLCREEK, UTAH

ISSUE
SD SET

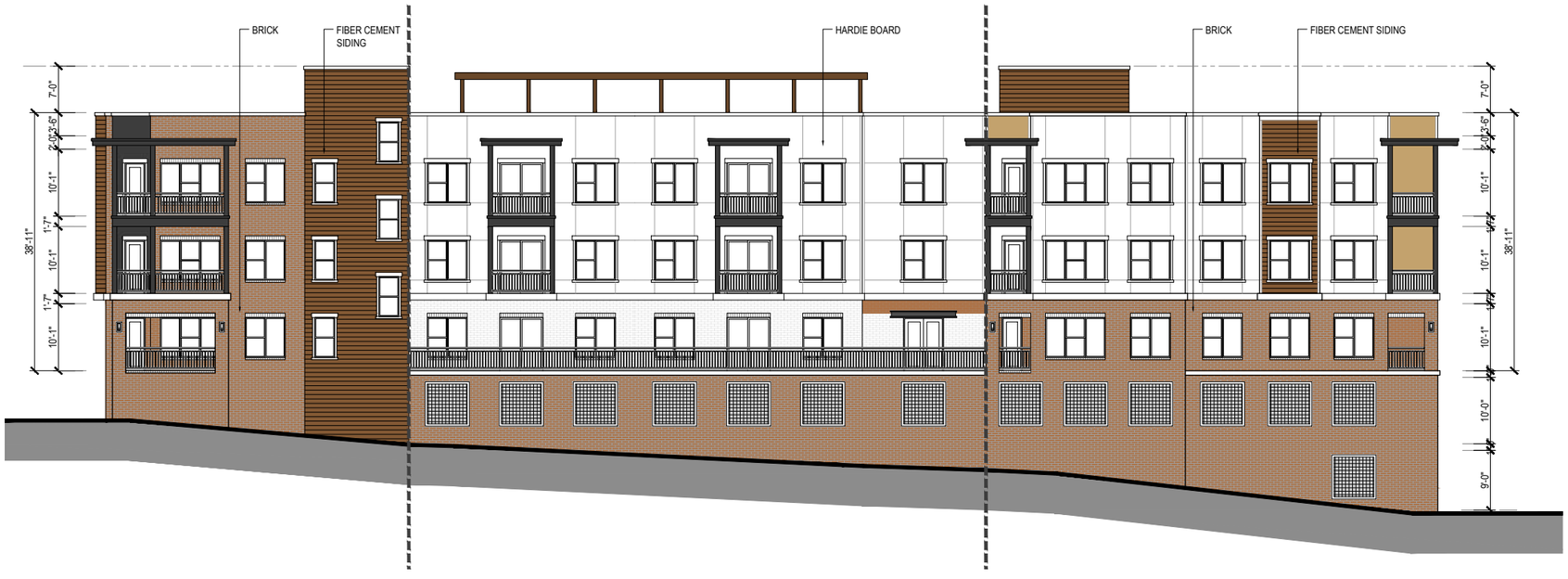
SHEET DESCRIPTION
ELEVATIONS

JOB NUMBER
25120

DATE
Mar. 25, 26
DRAWN BY
G.CH. & J.A.

SHEET
A413

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NORTH BLDG. - NORTH ELEVATION

OPENING CALCULATION:

WINDOWS: 18% APROX.



NORTH BLDG. - SOUTH ELEVATION

OPENING CALCULATION:

WINDOWS: 30% APROX.

SCALE: 1" = 10' - 0" (24"x36" SHEET)

0' 10' 20' 40'

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CLIENT
COWBOY

PROJECT INFO
LIBERTY COVE
MILLCREEK, UTAH

ISSUE
SD SET

SHEET DESCRIPTION
ELEVATIONS

JOB NUMBER
25120

DATE
Mar. 25, 26
DRAWN BY
G.CH. & J.A.

SHEET
A414

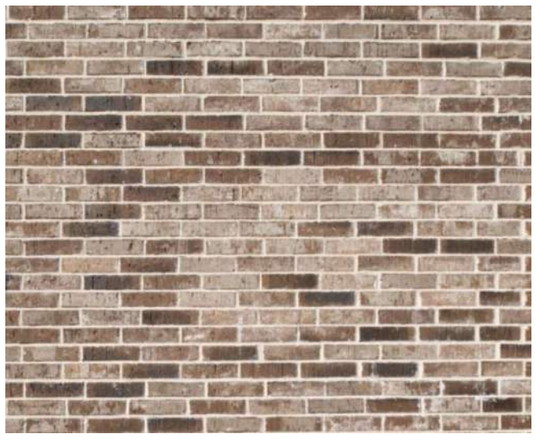
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SOUTH BLDG. - NORTH ELEVATION

OPENING CALCULATION:

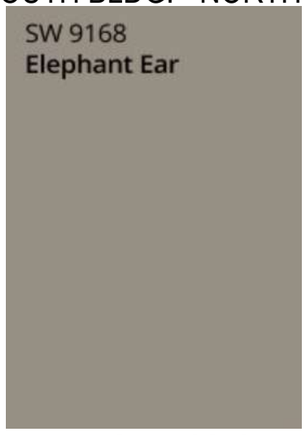
WINDOWS: 33% APROX.



BRICK:
ACME BRICK
ALLENDALE- KING - HERITAGE



FIBER CEMENT SIDING:
ALLURA WOODTONE
ASPEN RIDGE



HARDI BOARD COLOR:
MAIN FIELD
SW 9168



HARDI BOARD COLOR:
ACCENT
SW 7055



METAL RAILING/AWNING COLOR:

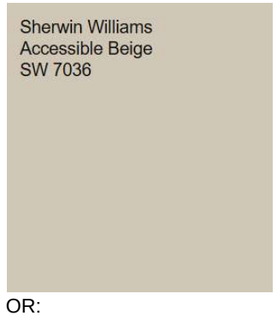
SW 7069



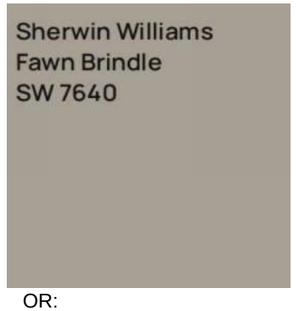
OR:
ACME BRICK
ABBEVILLE- QUEEN - HERITAGE



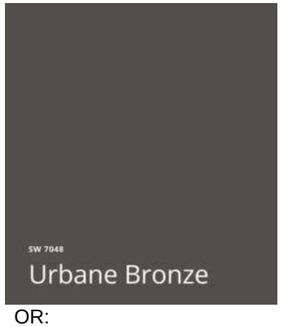
OR:
ALLURA WOODTONE
SUMMER WHEAT



OR:
MAIN FIELD
SW 7036



OR:
ACCENT
SW 7640



OR:
METAL
SW 7048

MATERIAL AND COLOR SELECTIONS

SCALE: 1" = 10' - 0" (24"x36" SHEET)

0' 10' 20' 40'

NOTE:
SELECTED MATERIALS AND COLORS ARE PRELIMINARY TO SHOW COLOR FAMILY AND MATERIAL CHARACTERS. FINAL SELECTION ARE SUBJECT TO CHANGE AS LONG AS THEY ARE SIMILAR TO WHAT'S PRESENTED

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CLIENT: COWBOY

PROJECT INFO: LIBERTY COVE, MILLCREEK, UTAH

ISSUE: SD SET

SHEET DESCRIPTION: ELEVATIONS

JOB NUMBER: 25120

DATE: Mar. 19, 26

DRAWN BY: G.CH. & J.A.

SHEET: A416

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FIBER CEMENT SIDING:
ALLURA WOODTONE
ASPEN RIDGE



OPENING CALCULATION:

WINDOWS: 33% APROX.

SOUTH BLDG. - NORTH ELEVATION



BRICK:
ACME BRICK
OYSTER COVE- QUEEN - HERITAGE



Idaho Drystack - Grey Quartzite
OR:
CORONADO STONE
(ACCENT ONLY)



King 3 x 3 x 10



Country Rubble - Aspen
OR:
CORONADO STONE
(ACCENT ONLY)





Eastern Mountain Ledge® - Provo Canyon Grey
OR:
CORONADO STONE
(ACCENT ONLY)





Eastern Mountain Ledge® - Palmetto Blend
OR:
CORONADO STONE
(ACCENT ONLY)





Eastern Mountain Ledge® - Dakota Brown
OR:
CORONADO STONE
(ACCENT ONLY)



SCALE: 1" = 10' - 0" (24"x36" SHEET)

0' 10' 20' 40'

MASONRY SELECTION OPTIONS

NOTE:
SELECTED MATERIALS AND COLORS ARE PRELIMINARY TO SHOW COLOR FAMILY AND MATERIAL CHARACTERS. FINAL SELECTION ARE SUBJECT TO CHANGE AS LONG AS THEY ARE SIMILAR TO WHAT'S PRESENTED

HUMPHREYS & PARTNERS
ARCHITECTS, L.P.
5339 Alpha Rd., Suite 300, Dallas, TX 75240 | 972.701.9636 | www.humphreys.com

CLIENT: COWBOY

PROJECT INFO: LIBERTY COVE, MILLCREEK, UTAH

ISSUE: SD SET

SHEET DESCRIPTION: ELEVATIONS

JOB NUMBER: 25120

DATE: Mar. 19, 26

DRAWN BY: G.CH. & J.A.

SHEET: A417

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EXHIBIT E



GENERAL & KEYED NOTES

ACREAGE : 2.09

NORTH

STEPPING STONE
LANDSCAPE DESIGNS CO.

PROJECT TITLE:

Liberty Cove

3950 South Wasatch Blvd — Millcreek, UT

DRAWING SCALE

0 20 40 60 feet
SCALE:1" = 20'

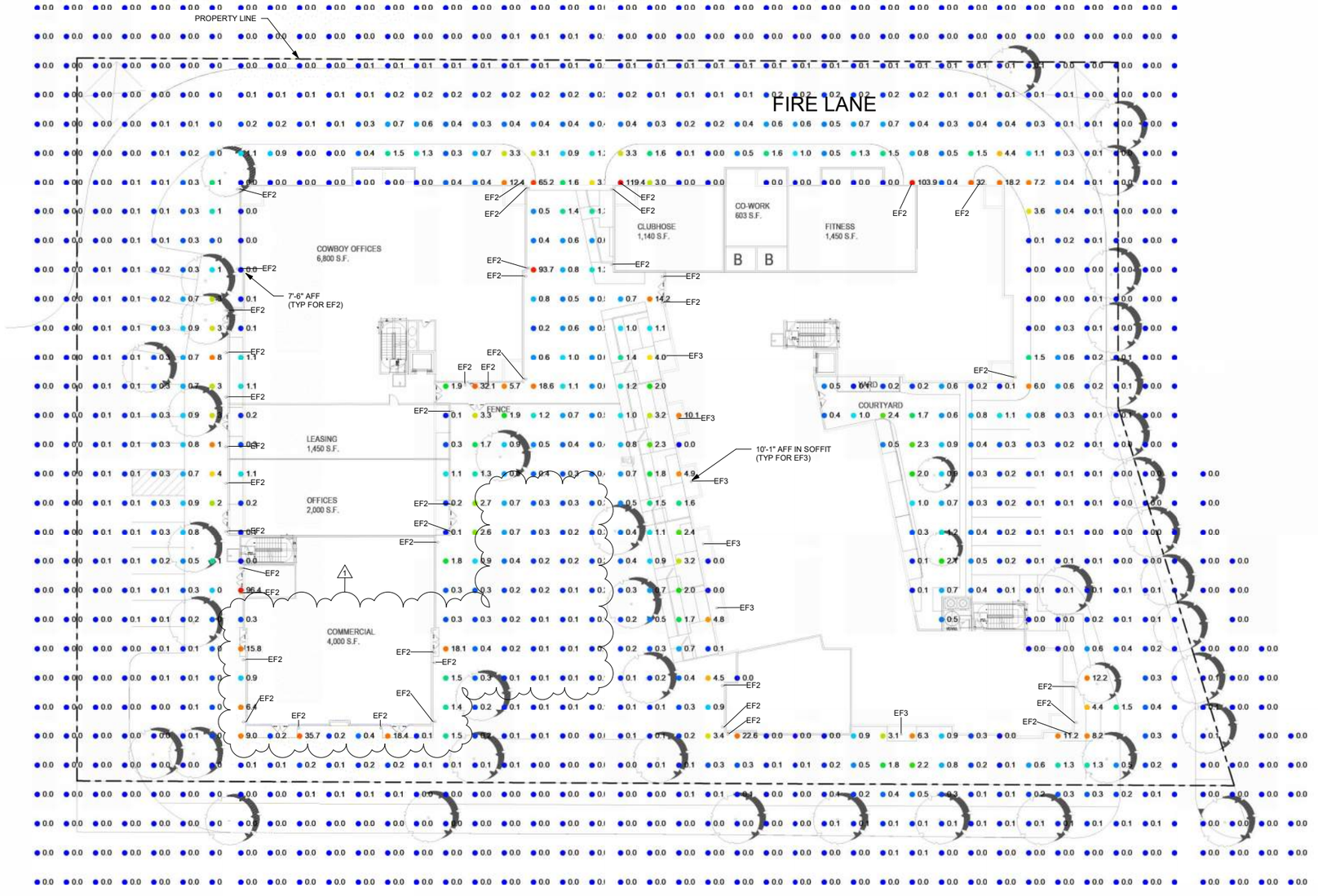
All dimensions and size designations given are subject to verification on the job site and adjustment to fit job conditions
Designer is not an architect or engineer.

Job # SSD-053
June 3, 2026
1" = 40'-0" on 12"x18"
1" = 20'-0" on 24"x36"

Conceptual Landscaping Plan

2026-06-03, 13:38:48 G:\Shared drives\Berg Shared Drive\BERG & STEPPING STONE\COMMERCIAL\MILLCREEK\Liberty Cove\CAD\Liberty Cove Landscape Base.dwg alexa

EXHIBIT F



1 PHOTOMETRIC LIGHTING PLAN
1" = 20'-0"

LIGHTING FIXTURE SCHEDULE					
Mark	Description	Manufacturer	Model	Wattage	Lamp	Count
EF2	6" Square wall downlight	Bruck	EXT-6QD-SW-30LM-30K-90-35D	27 W	LED	46
EF3	4" recessed can	Alphabet	NU4-RA-SW-15LM-30K-90CRI-35D-NA-DL-UNV-LUT	13 W	LED	88

TOTAL LUMENS OF EXTERIOR FIXTURES
46 @ 2700 LUMENS (EF2) = 124,200 LUMENS
88 @ 1080 LUMENS (EF3) = 95,040 LUMENS
219,240 LUMENS TOTAL

1

18.68.030 Outdoor Lighting Design

A. Location. Outdoor lighting shall be designed at the minimum necessary to provide for the safety and functionality of the property. Outdoor lighting shall be limited to areas with a functional purpose (including but not limited to doors, pathways, driveways, parking areas, outdoor gathering areas). The following outdoor lighting is permitted:
1. Entrances to buildings (including garages)
2. Pathways and walkways
3. Outdoor gathering areas
4. Architectural and landscape lighting provided the following are met:
a. The light fixture is mounted on and directed onto the front of a commercial building so that the light falls on the building, not on the ground abutting the building or into the night sky.
b. The light fixture is sufficiently shielded so that the light source does not trespass beyond the property lines.
c. The light fixture uses a low lumen count (less than 2,000 degrees Kelvin).
5. Lighting for security purposes shall satisfy the following:
a. Lighting is activated by motion sensor and does not stay on for longer than five (5) minutes.
b. Lighting is placed and directed so that no direct illumination surpasses property lines and satisfies the standards outlined in MKZ 18.68.030 (D).
6. Outdoor water features may be illuminated shall satisfy the following:
a. The light fixtures are angled at or below the horizontal plane.
b. The light fixture is placed underneath or behind the water so that the water diffuses the light from all points where the light is visible.
c. The light source is 1,000 lumens or less.
B. Light Color Temperature. All outdoor lighting shall be a warm light temperature color. All light sources for outdoor lighting temperature shall be equal to or less than 3,000 degrees Kelvin.
C. Fully Shielded Fixture Requirements. Unless otherwise stated in this section, all outdoor lighting shall include fully shielded fixtures and shall be installed so light is directed downward with no light emitting above the horizontal plane extending from the bottom of the light fixture. The following characteristics shall qualify as "fully shielded":
1. The top and sides of the fixture shall be made of completely opaque material, so light escapes only from the bottom of the fixture.
2. For fixtures mounted on or attached to a building or structure other than a parking lot light pole or a sign, the bottom of the light source shall be at least two inches higher than the bottom of the fixture housing.
3. Structures such as eaves, overhangs, canopies, or patio convers are not considered when determining whether a fixture is fully shielded.
4. If mounted on or attached to a building or structure to a building other than a parking lot light pole, the light source of the fixture shall not be visible from any point not on the property where the fixture is located.
D. Light Trespass Standards. The following standards apply to all outdoor lighting fixtures with the intent to limit light trespass from one property to another:
1. All outdoor light fixtures shall be located, aimed, and shielded so that any direct illumination from the light fixture is confined to the property in which the fixture is installed. Permissible light shielding configurations are illustrated in Figure 18.68.1.
2. Any light fixture with an output of 10,000 lumens that is located within 50 feet of a residential property line (including but not limited to multiple-household development) or public right-of-way shall utilize either an internal or external shield, in which the light fixture is oriented to prevent direct illumination over the adjacent property or right-of-way and the shield shall be painted in a way that minimizes reflections.
E. Exemptions. An outdoor light fixture with a total light output of less than 1,000 lumens is exempt from the shielding requirements, provided the following are satisfied:
1. The fixture has a top that is entirely opaque to ensure that no light is directed upwards.
2. The fixture's sides completely cover the light that is made of semi-opaque to opaque material and may have incidental decorative perforations that emit small amount of light. Completely transparent materials, such as glass, are not allowed.
3. The light source shall not be visible from any point outside of the property in which the fixture is located.

CONSTRUCTION NOTES

1. GRID VALUES SHOWN ARE FOOT-CANDLES AT GROUND LEVEL.
2. CONTRIBUTION OF LIGHT FROM EXISTING PARKING LOT POLE LIGHTS AND STREET LIGHTS IS NOT INCLUDED IN ANALYSIS.

DATE
JULY 2026

epic ENGINEERING

REVISIONS

MARK	DATE	DESCRIPTION
1	7-9-26	Food truck & pavilion removed

DRAWN: KDC
DESIGNER: KDC
REVIEWED: DIO
PROJECT # 26SM____

SCALES
1" = 20'-0"

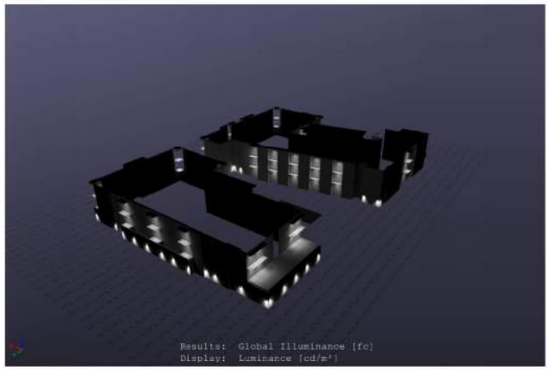
PROJECT NAME:
LIBERTY COVE

PROJECT LOCATION:
3950 S WASATCH BLVD
MILLCREEK, UT

SHEET TITLE:
PHOTOMETRIC LIGHTING PLAN

PLAN SET: SITE PCKG
SHEET E1.2

C:\Users\Kristen\Desktop\Proposals\2026\Liberty Cove - site survey\LIBERTY COVE_PHOTOMETRIC.rvt

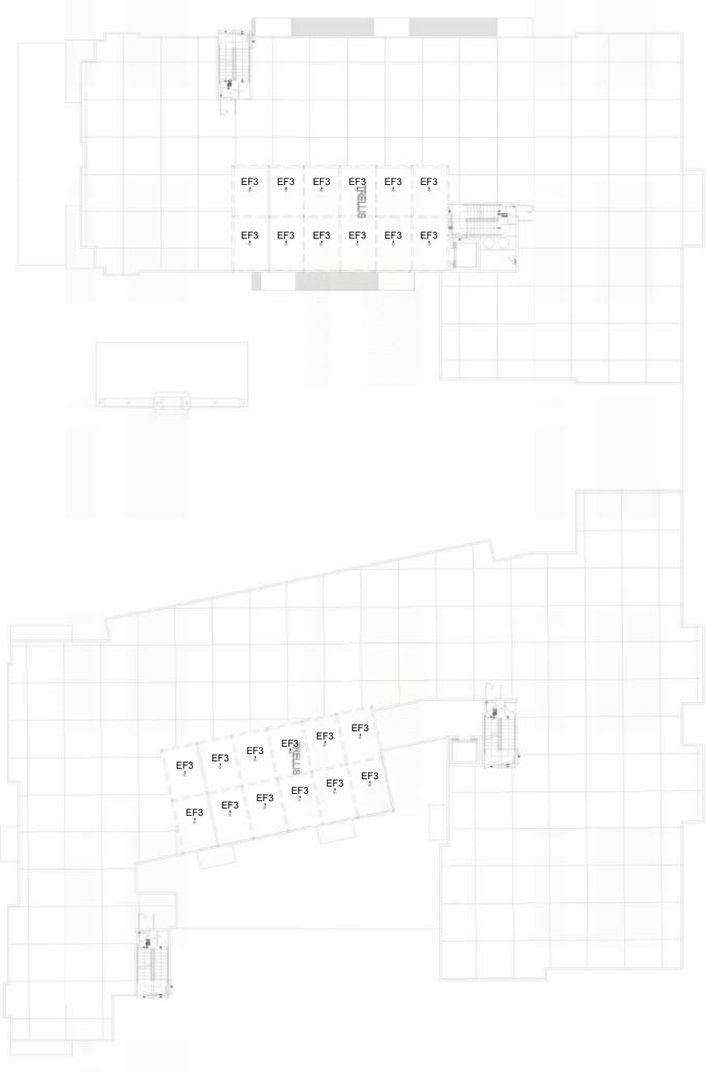




1 2ND LVL EXTERIOR LIGHTING
1" = 20'-0"



2 3RD LVL EXTERIOR LIGHTING
1" = 20'-0"



3 ROOF EXTERIOR LIGHTING
1" = 20'-0"

CONSTRUCTION NOTES

DATE
JULY 2026

epic ENGINEERING

REVISIONS

MARK	DATE	DESCRIPTION

DRAWN: KDC
DESIGNER: KDC
REVIEWED: DIO
PROJECT # 26SM____

SCALES
1" = 20'-0"

PROJECT NAME:
LIBERTY COVE

PROJECT LOCATION:
3950 S WASATCH BLVD
MILLCREEK, UT

SHEET TITLE:
UPPER LEVEL EXTERIOR LIGHTING

PLAN SET: SITE PCKG

SHEET E1.3

C:\Users\tranton\Desktop\Projects\2026\Liberty Cove - site survey\LIBERTY COVE_PHOTOMETRIC.rvt

bruck

PROJECT INFORMATION			
JOB NAME		TYPE	
ORDERING CODE			

SERA 6

6" Square Down IP65 Wall

25° - 55° BEAM (Note: Specifications are subject to change without notice)		
14mm COB PERFORMANCE DATA		
LED LIGHT ENGINE	NOMINAL DELIVERED LUMENS	SYSTEM WATTAGE
30LM	2700LM @30K/90CRI	27W
Notes	Delivered lumens based on 25D optic. (see page 2)	

EF2



FEATURES
- Pre finish anodizing process for corrosive-inhibiting protection
- 2 Finish options: Anthracite or Silver
- 3000K or 4000K CCT options
- 25° - 55° Optical beam control
- Louver (SHL) accessory
- IP65 Rated

DIMMING AND CONTROLS
- 0-10V dimming

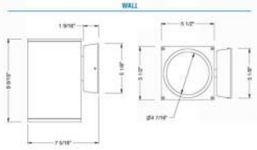
CONSTRUCTION
- Extruded aluminum housing
- Anodized and powder coat finish
- Mount to 3-1/2" to 4" octagonal or 4" square recessed junction box

LED
- LED: Zigen ZSACGD134Z05
- SDCM: 3-step MacAdam Ellipse
- Lumen Maintenance: L_{70} > 60,000 hrs

LISTING
- ETLus Listed to UL1598 (suitable for wet locations)
- cETL Listed to CSA C22.2 #250.0
- Warranty: 5 year limited warranty
- BUG Rating: B1 - U1 - G
- 3000k or warmer must be selected for International Dark-Sky Association approval

ELECTRICAL
- 120V-277V
- Ambient operating temperature -20°C/-4°F to +40°C/+104°F

WALL



bruck

PROJECT INFORMATION			
JOB NAME		TYPE	
ORDERING CODE			

BEAM ORDERING CODE		
SERIES	EXT	exterior
TYPE	6QD	6" square wall down, 27W
LED	SW	standard white
DELIVERED LUMENS	30LM	2700 lm
		Standard Configuration: 3000K Calculated Delivered Lumens = [Delivered Lumen Value] x [CCT Multiplier] x [Optic Multiplier]
CCT	30K	3000K
	40K	4000K
CRI	90	90 CRI
OPTIC & LM MULTIPLIER SEE PAGE 3	25D	25° reflector (1.00)
	35D	35° reflector (0.94)
	55D	55° reflector (0.98)
	SLT	70° X 10° louver (0.05)
FINISH	BK	anthracite
	SV	silver

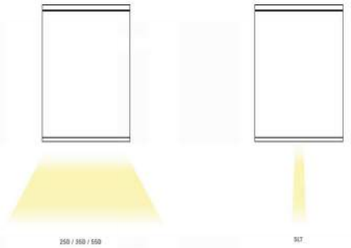
BEAM ORDERING CODE		
MOUNTING OPTIONS	W	wall mount
VOLTAGE	UNV-10V	120V-277V integrated driver, flicker free 0-10V dimming to 10%

YOUR COMPLETED ORDERING CODE

Follow the steps to specify your fixture, example:

EXT - 6QD - SW - 30LM - 30K - 90 - 35D - BK - W - UNV - 10V

NOTES
1. SM louver for light effect, not available with 25D/35D/55D.
2. Up or down wall mounting. Not BUG or Dark Sky rated in up mount.



alphabet

PROJECT INFORMATION			
JOB NAME		TYPE	
ORDERING CODE			

NU4

4" Round Adjustable Standard White JA8

20° - 55° BEAM (Note: Specifications are subject to change without notice)		
9mm COB PERFORMANCE DATA		
LED LIGHT ENGINE	NOMINAL DELIVERED LUMENS	SYSTEM WATTAGE
10LM	740LM @30K/90CRI	9W
15LM	1080LM @30K/90CRI	13W
20LM	1401LM @30K/90CRI	17W
25LM	1710LM @90K/90CRI	22W
Notes	Delivered lumens based on 35D optic with clear lens. (see page 2)	

15° BEAM (Note: Specifications are subject to change without notice)		
6mm COB PERFORMANCE DATA		
LED LIGHT ENGINE	NOMINAL DELIVERED LUMENS	SYSTEM WATTAGE
10LM	730LM @30K/90CRI	11W
15LM	1025LM @30K/90CRI	15W
Notes	Delivered lumens based on 15D optic with clear lens. (see page 2)	

EF3

T24 JA8–2022





FEATURES
- True 40° Tilt with <5% beam disruption (clipping)
- Zero ceiling line obstruction at Full Tilt
- Concentric Tilt Tracking ensures minimal light loss
- 1/16" micro flange
- 15° - 55° optical beam control
- UGR <5
- Multiple mounting, glare control options, trims, and finishes available

DIMMING AND CONTROLS
- Lutron Hi-lume 2-Wire (Eco System) dimming to 1%
- Leading & trailing edge (Triac/ELV) dimming to 1%

CONSTRUCTION
- Lexan® (PC) highly resistant to impact and heat (240°F)
- Optimal material for wireless signal connectivity
- Shatter proof acrylic bezel lens
- Electrocoated 16-gauge cold-rolled steel construction
- Accommodates ceiling thickness from 0.4" to 2.0"

LED
- 90 CRI: 5DCM = 2-step MacAdam Ellipse, Lumen Maintenance: L_{90} > 66,000 hrs

LISTING
- UL us Listed to UL1598 & UL2108; cUL Listed to CSA C22.2 #250.0
- IP65 with lens - Suitable for wet locations with lens - Suitable for damp locations without lens
- Non-conductive, dead-front construction (shower approved)
- NSF/ANSI-2 with lens (Non-Food and Splash Zones)
- 5 Year Limited warranty

ELECTRICAL
- 120V-277V, 120 only Triac / ELV
- Power factor ≥ 0.9
- 2kV driver input surge protection
- Remote emergency test switch
- 1kW (726 CEC) EM 90min battery
- Max. ambient installation temperature 35°F (35°C)

FIXTURE HEIGHT



TRIMMED



TRIMLESS



MILLWORK



alphabet

PROJECT INFORMATION			
JOB NAME		TYPE	
ORDERING CODE			

15°- 55° BEAM ORDERING CODE		
SERIES	NU4	NU4
TYPE	RA	round adjustable
	RAT	round adjustable trimless
	RATMW	round adjustable trimless millwork
LED	SW	standard white
DELIVERED LUMENS	10LM	710 lm
	15LM	1040 lm
	20LM	1330 lm
	25LM	1560 lm
		Standard Configuration: 3000K 35D Calculated Delivered Lumens = [Delivered Lumen Value] x [CCT Multiplier] x [Optic Multiplier] x [Lens Multiplier]
CCT	27K	2700K
	30K	3000K
	35K	3500K
	40K	4000K
CRI	90	90 CRI
OPTIC & LM MULTIPLIER SEE PAGE 3	15D	15 degrees (1.05)
	20D	20 degrees (0.93)
	25D	25 degrees (0.96)
	35D	35 degrees (1.00)
	55D	55 degrees (0.97)
TIR OPTIC ACCESSORY	NA	no accessory
	not available	
BEZEL LENS SEE PAGE 3	CL	clear lens (0.98)
	DL	diffused lens (0.91)
	HET	high efficiency textured lens, similar to Solite™ (0.92)
	SBL	smoothing beam lens (0.92)
TRIM COLOR SEE PAGE 3	BK	black
	WH	white
	MC	matte chrome
	BZ	bronze
	WT	wheat
	Not applicable to trimless option. Do not include in trimless ordering code.	
BEZEL COLOR SEE PAGE 3	BK	black
	WH	white
	BZ	bronze
	MC	matte chrome
	WT	wheat

15°- 55° BEAM ORDERING CODE		
MOUNTING OPTIONS SEE PAGE 4	IC	insulation contact housing
VOLTAGE	120	120V
	UNV	120V-277V
DIMMING	LUT	Lutron Hi-lume Ecosystem dimming to 1%, Soft-on & Fade-to-Black leading & trailing edge (Triac/ELV) dimming to 1%
	ELV[1]	
ELECTRICAL OPTIONS	EMDCA20	remote emergency battery backup, 90 minutes at 10W to LED, CA title 20

ADDITIONAL MOUNTING INFO	
New-Construction Bar Hangers (included)	Mounting Length: 14-3/4" to 25"
Extension Kit p/n: K25266 (ordered separately, 1 per fixture)	Extends a pair of Bar Hangers Total Mounting Length: 29" to 48"

YOUR COMPLETED ORDERING CODE

Follow the steps to specify your fixture, example:

NU4 - RA - SW - 20LM - 35K - 90 - 35D - NA - HET - WH - WH - IC - 120 - ELV1

NOTES
1. ELV only available in 10LM/15LM. Not available with DL lens options.
2. ELV1 (120V) not available in 10LM with 25D/25D/35D/55D Optics.

C:\Users\kevin\Desktop\Projects\2026\Liberty Cove - site survey\LIBERTY COVE_PHOTOMETRIC.rvt

LIGHTING FIXTURE SCHEDULE

Mark	Description	Manufacturer	Model	Wattage	Lamp	Count
EF2	6" Square wall downlight	Bruck	EXT-6QD-SW-30LM-30K-90-35D	27 W	LED	46
EF3	4" recessed can	Alphabet	NU4-RA-SW-15LM-30K-90CRI-35D-NA-DL-UNV-LUT	13 W	LED	88

CONSTRUCTION NOTES

DATE

JULY 2026

epic ENGINEERING

REVISIONS

MARK	DATE	DESCRIPTION

DRAWN: KDC
DESIGNER: KDC
REVIEWED: DIO

PROJECT # 26SM____

SCALES

0 1"

BAR SCALE MEASURES 1" WHEN PLOTTED AT FULL SCALE

PROJECT NAME:

LIBERTY COVE

PROJECT LOCATION:

3950 S WASATCH BLVD
MILLCREEK, UT

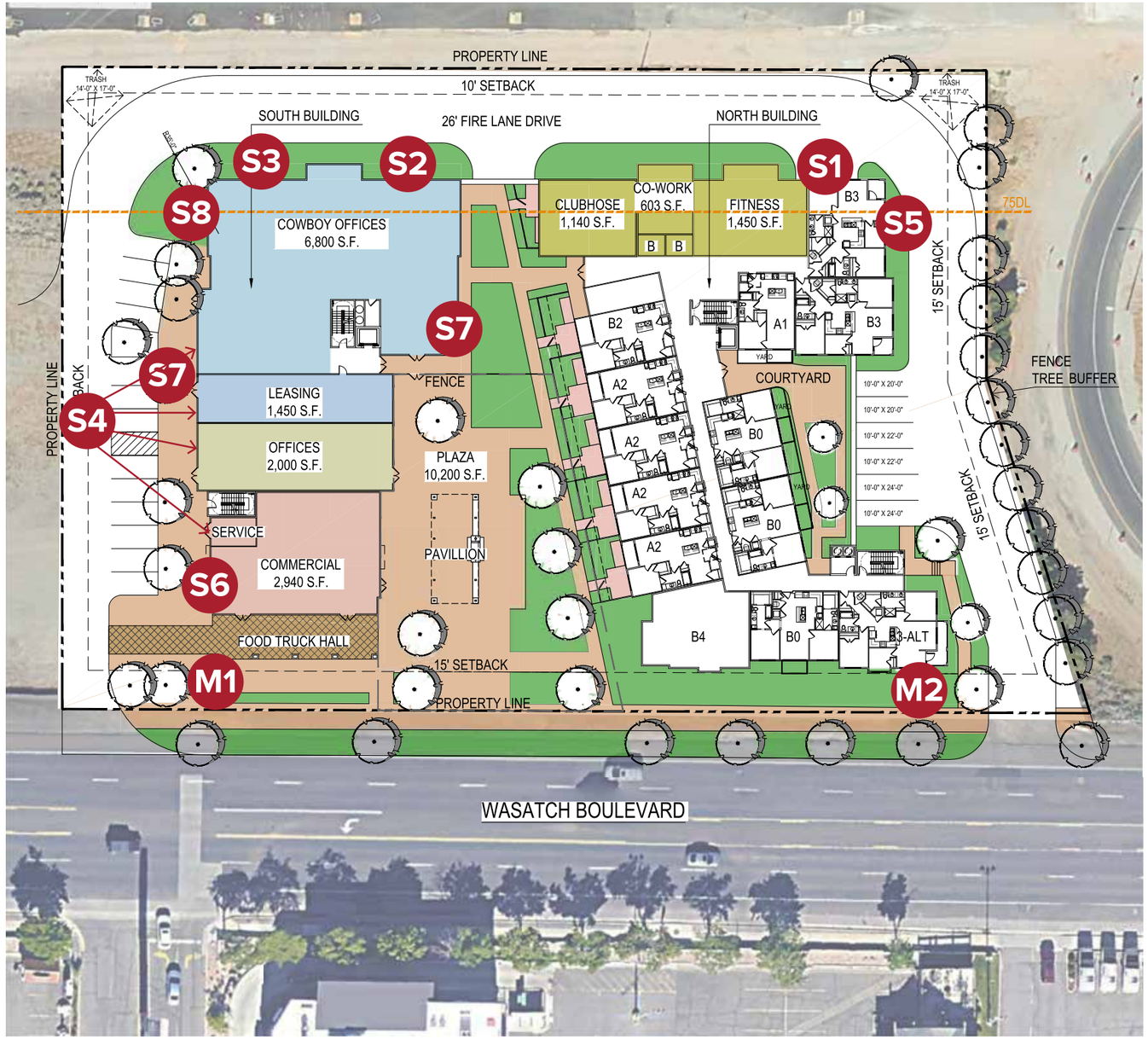
SHEET TITLE:

EXTERIOR LIGHT FIXTURES

PLAN SET: SITE PCKG

SHEET E1.4

EXHIBIT G



- **S1** FRONT-ILLUMINATED CHANNEL LETTERS
- **S2** FRONT-ILLUMINATED CHANNEL LETTERS
- **S3** FRONT-ILLUMINATED CHANNEL LETTERS
- **S4** "TENANT" LETTERS ON CANOPIES
- **S5** FRONT/HALO LETTERS "LIBERTY COVE"
- **S6** "TENANT" LETTERS ON CANOPY
- **S7** D/F ILLUMUMINATED BLADE SIGN
- **S8** "LIBERTY COVE" CHANNEL LETTERS
- **M2** MONUMENT FRONT LIT CHANNEL LETTERS
- **M2** MONUMENT CHANNEL LETTERS ON BEAMS

Salt Lake City Signarama
info@signaramaslc.com
3480 S. Main Street
SLC, Utah 84115
801.484.5576

Cowboy Partners
Liberty Cove
Client Name

25366
Order Number

4074 South Wasatch Blvd
Millcreek Utah
Site Address

Geoff
Account Rep.

6/30/2026 4
Date Proof

Christine
Designer

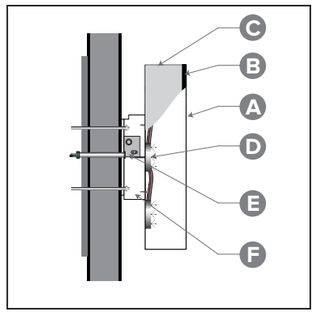
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NORTH BLDG.





MANUFACTURING

SIGN TYPE

FRONT ILLUMINATED CHANNEL LETTERS ON RACEWAYS

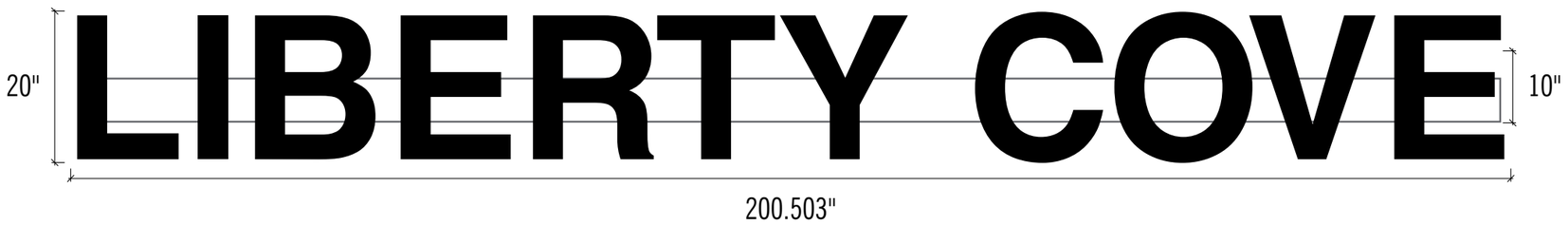
QTY: 1

- A 3/16" SG WHITE PLEX ACRYLIC WITH VINYL (V1) APPLY TO FACES.
- B 1" BLACK TRIMCAP.
- C 3" DEEP .040 ALUMINMUM BLACK RETURNS.
- D WHITE LED ILLUMINATION.
- E 110V POWER SUPPLY INSIDE RACEWAY.
- F RACEWAY FLUSH MOUNTED TO WALL. COLOR WHITE

INSTALLATION

.

WEST ELEVATION



COLOR SCHEDULE

[V1] BLACK PERF

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801.484.5576

Cowboy Partners
Liberty Cove
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Date

Proof

Christine
Designer

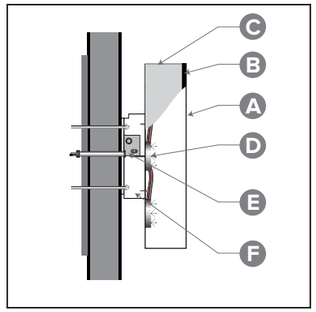
1:200:20
Scale

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Date

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SIGN TYPE

FRONT ILLUMINATED CHANNEL LETTERS ON RACEWAYS

QTY: 1

- **A** 3/16” SG WHITE PLEX ACRYLIC WITH VINYL (V1) APPLY TO FACES.
- **B** 1” BLACK TRIMCAP.
- **C** 3” DEEP .040 ALUMINMUM BLACK RETURNS.
- **D** WHITE LED ILLUMINATION.
- **E** 110V POWER SUPPLY INSIDE RACEWAY.
- **F** RACEWAY FLUSH MOUNTED TO WALL. COLOR WHITE

INSTALLATION

.

SOUTH BLDG.



WEST ELEVATION

COLOR SCHEDULE

[V1] BLACK PERF



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3480 S. Main Street
SLC, Utah 84115
801.484.5576

Cowboy Partners
Liberty Cove
Client Name

25366
Order Number

4074 South Wasatch Blvd
Millcreek Utah
Site Address

Geoff
Account Rep.

Date

Proof

Christine
Designer

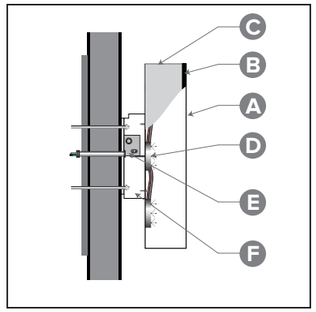
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Scale

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SIGN TYPE

FRONT ILLUMINATED CHANNEL LETTERS ON RACEWAYS

QTY: 1

- **A** 3/16” SG WHITE PLEX ACRYLIC WITH VINYL (V1) APPLY TO FACES.
- **B** 1” BLACK TRIMCAP.
- **C** 3” DEEP .040 ALUMINMUM BLACK RETURNS.
- **D** WHITE LED ILLUMINATION.
- **E** 110V POWER SUPPLY INSIDE RACEWAY.
- **F** RACEWAY FLUSH MOUNTED TO WALL. COLOR WHITE

INSTALLATION

.

SOUTH BLDG.



WEST ELEVATION



COLOR SCHEDULE

[V1] BLACK PERF

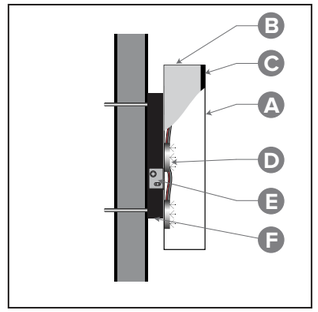
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801.484.5576

Cowboy Partners Liberty Cove — Client Name
25366 — Order Number
4074 South Wasatch Blvd Millcreek Utah — Site Address
Geoff — Account Rep.
Date — Proof
Christine — Designer
1:200:20 — Scale

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SIGN TYPE

S4 - FRONT LIT CHANNEL LETTERS ON A RACEWAYS

QTY: 1 EACH = 4

- **A** 3/16” SG WHITE PLEX ACRYLIC WITH VINYL (V1) APPLIED TO FACES.
- **B** 3” DEEP .040 ALUMINUM BLACK (C1) RETURNS.
- **C** BLACK (C1) TRIMCAP.
- **D** 4000K LED ILLUMINATION.
- **E** 110V POWER SUPPLY MOUNTED INSIDE RACEWAY
- **F** 6” H X 4” D RACEWAY PAINTED (P1) FLUSH MOUNTED TO TOP OF CANOPY, RACEWAY MOUNTED ON LOWER PORTION OF LETTERS



SOUTH BLDG. - SOUTH ELEVATION

INSTALLATION

• MOUNT TO TOP OF CANOPY, RACEWAY MOUNTED ON LOWER PORTION OF LETTERS

COLOR SCHEDULE

- [V1] BLACK PERFORATED
- [C1] BLACK
- [P1] TBD

210.315"

15" **COWBOY PARTNERS**

74.729"

15" **OFFICE**

172.731"

15" **LEASING OFFICE**

82.955"

15" **TENANT**

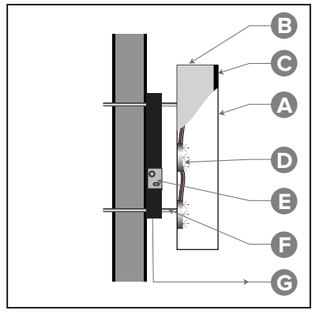
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1:200:30 — Scale

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SIGN TYPE

S8 - FRONT/HALO LIT CHANNEL LETTERS ON A RACEWAY

QTY: 1

- **A** 3/16" SG WHITE PLEX ACRYLIC WITH VINYL (V1) APPLIED TO FACES.
- **B** 2" DEEP .040 ALUMINUM BLACK (C1) RETURNS.
- **C** BLACK (C1) TRIMCAP.
- **D** 4000K LED ILLUMINATION.
- **E** 110V POWER SUPPLY MOUNTED INSIDE RACEWAY
- **F** 2" DEEP STANDOFFS.



SOUTH BLDG. - SOUTH ELEVATION

INSTALLATION

- MOUNT TO FASCIA ABOVE WINDOWS

COLOR SCHEDULE

- [V1] BLACK PERFORATED
- [C1] BLACK
- [P1] TBD

20" **LIBERTY COVE** 10"

200.503"

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Account Rep.

Date Proof

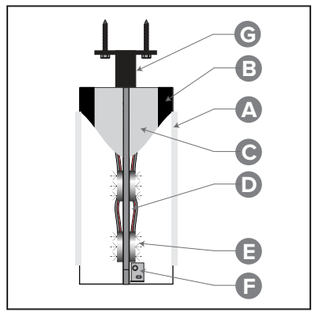
Christine 1:200:20
Designer Scale

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Client Signature Date

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MANUFACTURING

SIGN TYPE

S-7 - D/F ILLUMINATED VERTICAL BLADE SIGN WITH ROUTED AND BACKED LETTERS

QTY: 1

- A 3/16” SG WHITE PLEX ACRYLIC WITH WITH SG WHITE PLEX LETTERS. 20" WIDE X 72" TALL X 6" DEEP
- B BLACK (C1) TRIMLESS FACES RETAINERS.
- C 6” DEEP (C1) RETURNS.
- D .080 ALUMINUM BACK
- E 4000K LED ILLUMINATION.
- F 110V POWER SUPPLY MOUNTED INSIDE CABINET.
- G ATTACED WITH 4" HORIZONTAL SUPPORT POSTS WITH 6" PLATES

INSTALLATION

• MOUNT TO FASCIA SOUTH BUILDING NORTH SIDE

COLOR SCHEDULE

[C1] BLACK



SOUTH BLDG. - SOUTH ELEVATION

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3480 S. Main Street
SLC, Utah 84115
801.484.5576

Cowboy Partners
Liberty Cove
Client Name

4074 South Wasatch Blvd
Millcreek Utah
Site Address

Date / Proof

25366
Order Number

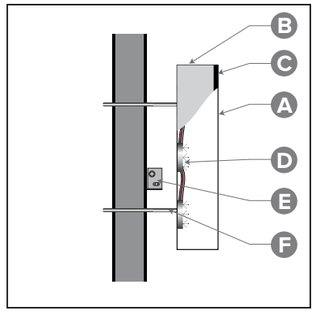
Geoff
Account Rep.

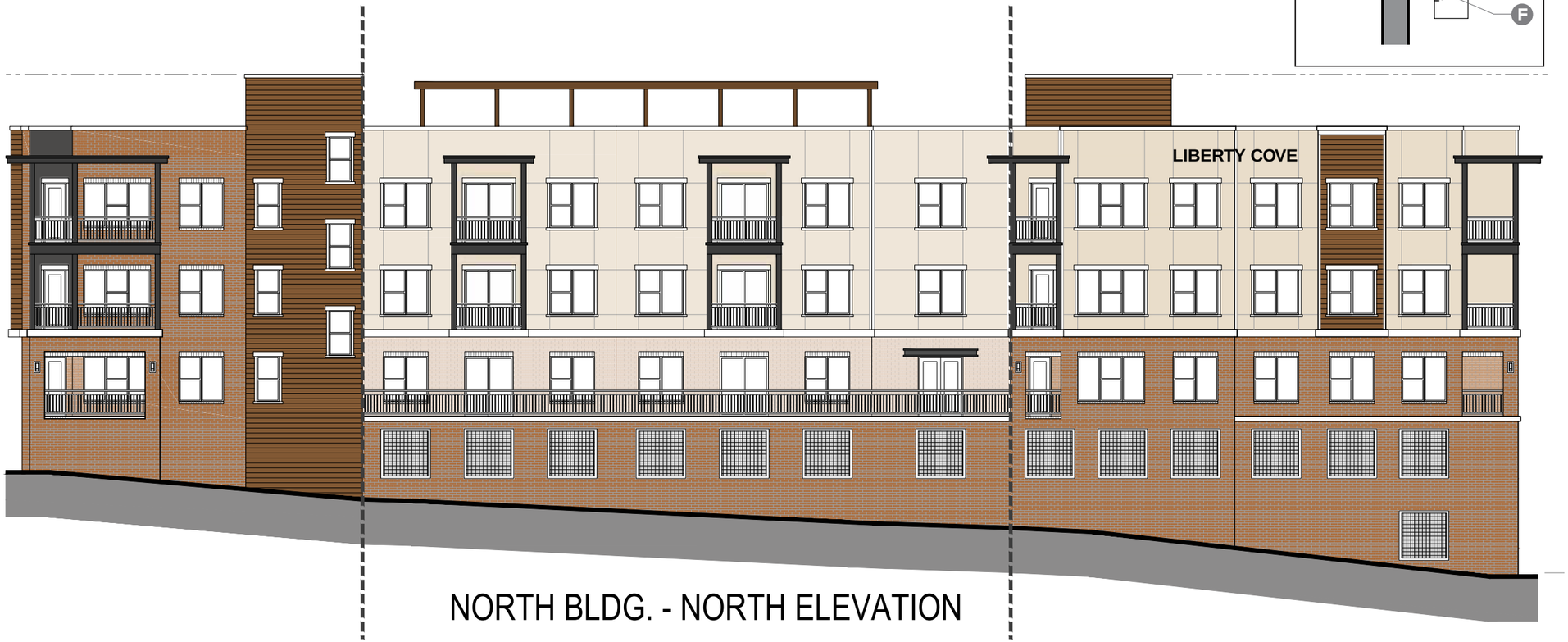
Christine / Designer
1:200:20 / Scale

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Client Signature / Date

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NORTH BLDG. - NORTH ELEVATION

SIGN TYPE

S5 - FRONT/HALO LIT CHANNEL LETTERS

QTY: 1

- A 3/16” SG WHITE PLEX ACRYLIC WITH VINYL (V1) APPLIED TO FACES.
- B 2” DEEP .040 ALUMINUM BLACK (C1) RETURNS.
- C BLACK (C1) TRIMCAP.
- D 4000K LED ILLUMINATION.
- E 110V POWER SUPPLY
- F 2” DEEP STANDOFFS.

INSTALLATION

• MOUNT TO FASCIA ABOVE WINDOWS LEFT SIDE

COLOR SCHEDULE
[V1] BLACK PERFORATED
[C1] BLACK

20"

LIBERTY COVE

200.504"

Salt Lake City Signarama
info@signaramaslc.com
3480 S. Main Street
SLC, Utah 84115
801.484.5576

Cowboy Partners
Liberty Cove
Client Name

4074 South Wasatch Blvd
Millcreek Utah
Site Address

Date Proof

25366
Order Number

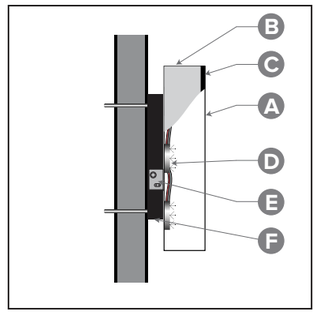
Geoff
Account Rep.

Christine 1:200:20
Designer Scale

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Client Signature Date

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SIGN TYPE

S6 - FRONT LIT CHANNEL LETTERS ON A RACEWAYS

QTY: 2

- **A** 3/16” SG WHITE PLEX ACRYLIC WITH VINYL (V1) APPLIED TO FACES.
- **B** 3” DEEP .040 ALUMINUM BLACK (C1) RETURNS.
- **C** BLACK (C1) TRIMCAP.
- **D** 4000K LED ILLUMINATION.
- **E** 110V POWER SUPPLY MOUNTED INSIDE RACEWAY
- **F** 6” H X 4” D RACEWAY PAINTED (P1) FLUSH MOUNTED TO TOP OF CANOPY, RACEWAY MOUNTED ON LOWER PORTION OF LETTERS

INSTALLATION

• MOUNT TO TOP OF CANOPY,
RACEWAY MOUNTED ON LOWER PORTION OF LETTERS



SOUTH BLDG. - EAST ELEVATION

COLOR SCHEDULE

- [V1] BLACK PERFORATED
- [C1] BLACK
- [P1] TBD



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info@signaramaslc.com
3480 S. Main Street
SLC, Utah 84115
801.484.5576

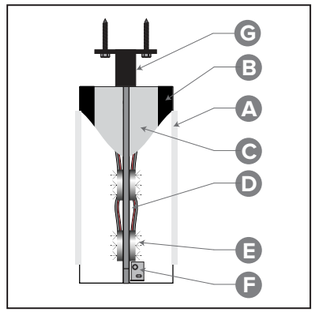
Cowboy Partners Liberty Cove — Client Name
4074 South Wasatch Blvd Millcreek Utah — Site Address
Date — Proof
25366 — Order Number
Geoff — Account Rep.
Christine — Designer
1:200:20 — Scale

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Client Signature — Date

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MANUFACTURING

SIGN TYPE

S-7 - D/F ILLUMINATED VERTICAL BLADE SIGN WITH ROUTED AND BACKED LETTERS

QTY: 1

- A 3/16” SG WHITE PLEX ACRYLIC WITH WITH SG WHITE PLEX LETTERS. 20" WIDE X 72" TALL X 6" DEEP
- B BLACK (C1) TRIMLESS FACES RETAINERS.
- C 6” DEEP (C1) RETURNS.
- D .080 ALUMINUM BACK
- E 4000K LED ILLUMINATION.
- F 110V POWER SUPPLY MOUNTED INSIDE CABINET.
- G ATTACED WITH 4" HORIZONTAL SUPPORT POSTS WITH 6" PLATES

INSTALLATION

- MOUNT TO FASCIA SOUTH BUILDING NORTH SIDE

COLOR SCHEDULE

[C1] BLACK



SOUTH BLDG. - NORTH ELEVATION

Salt Lake City Signarama
info@signaramaslc.com
3480 S. Main Street
SLC, Utah 84115
801.484.5576

Cowboy Partners
Liberty Cove
Client Name

4074 South Wasatch Blvd
Millcreek Utah
Site Address

Date
Proof

25366
Order Number

Geoff
Account Rep.

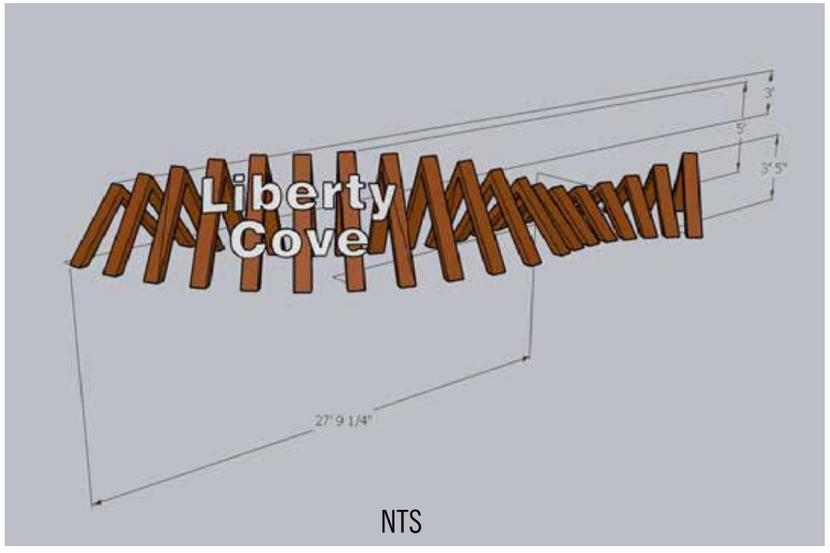
Christine
Designer

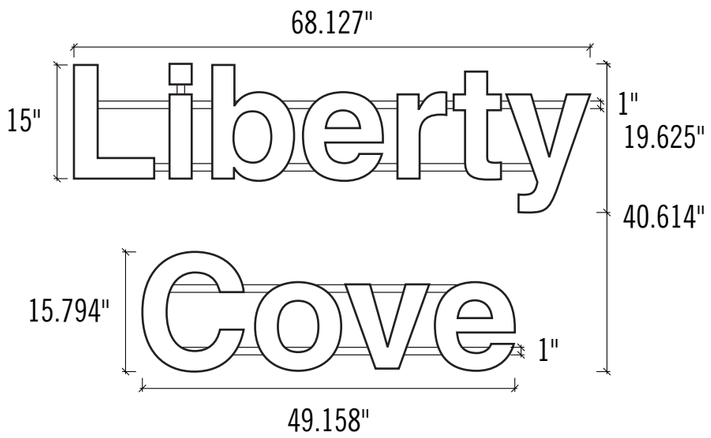
1:200:20
Scale

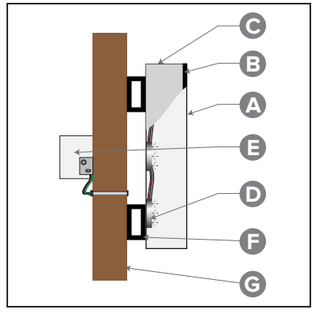
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Client Signature
Date

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MANUFACTURING

SIGN TYPE

M1 - FRONT LIT CHANNEL LETTERS WITH 1" HORIZONTAL SQUARE TUBE

QTY: 1

- **A** 3/16" SG WHITE PLEX ACRYLIC
- **B** BLACK (C1) TRIMCAP.
- **C** 3 DEEP .040 ALUMINUM BLACK (C1) RETURNS.
- **D** 4000K LED ILLUMINATION.
- **E** 110V POWER SUPPLY MOUNTED BEHIND BEAMS
- **F** 1" SQUARE TUBE FRAMES FLUSH MOUNTED TO BEAMS (BEAMS PROVIDED BY GC)
- **F** BEAMS (BEAMS PROVIDED BY GC)

INSTALLATION

• MOUNT TO BEAMS SOUTH EAST CORNER OF SITE

COLOR SCHEDULE

[C1] BLACK

Salt Lake City Signarama
info@signaramaslc.com
3480 S. Main Street
SLC, Utah 84115
801.484.5576

Cowboy Partners
Liberty Cove
Client Name

4074 South Wasatch Blvd
Millcreek Utah
Site Address

Date — Proof

25366
Order Number

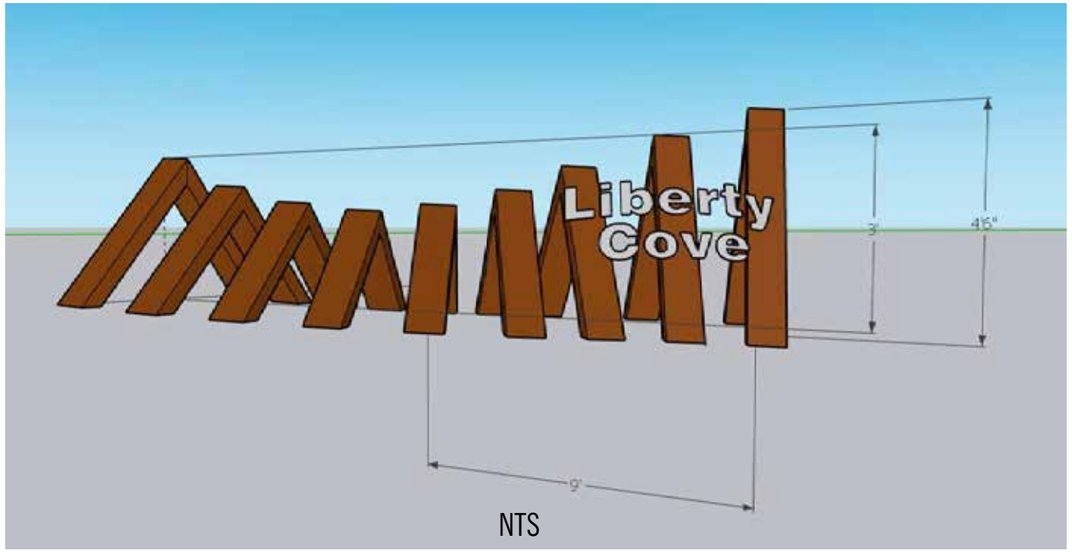
Geoff
Account Rep.

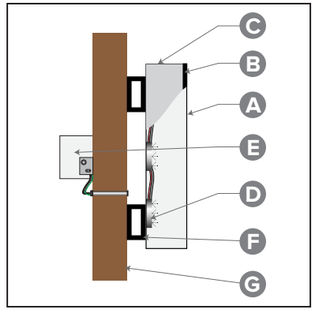
Christine — 1:20
Designer — Scale

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Client Signature — Date

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MANUFACTURING

SIGN TYPE

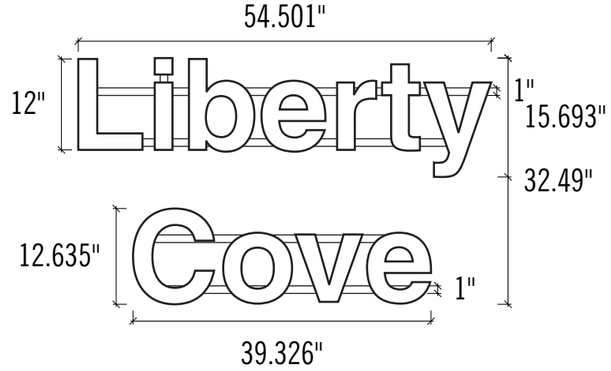
M2 - FRONT LIT CHANNEL LETTERS WITH 1" HORIZONTAL SQUARE TUBE

QTY: 1

- **A** 3/16" SG WHITE PLEX ACRYLIC
- **B** BLACK (C1) TRIMCAP.
- **C** 3 DEEP .040 ALUMINUM BLACK (C1) RETURNS.
- **D** 4000K LED ILLUMINATION.
- **E** 110V POWER SUPPLY MOUNTED BEHIND BEAMS
- **F** 1" SQUARE TUBE FRAMES FLUSH MOUNTED TO BEAMS (BEAMS PROVIDED BY GC)
- **F** BEAMS (BEAMS PROVIDED BY GC)

INSTALLATION

• MOUNT TO BEAMS NORTH EAST CORNER OF SITE



COLOR SCHEDULE

[C1] BLACK

Salt Lake City Signarama
info@signaramaslc.com
3480 S. Main Street
SLC, Utah 84115
801.484.5576

Cowboy Partners
Liberty Cove
Client Name

4074 South Wasatch Blvd
Millcreek Utah
Site Address

Date — Proof

25366
Order Number

Geoff
Account Rep.

Christine — Designer
1:20 — Scale

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Client Signature — Date

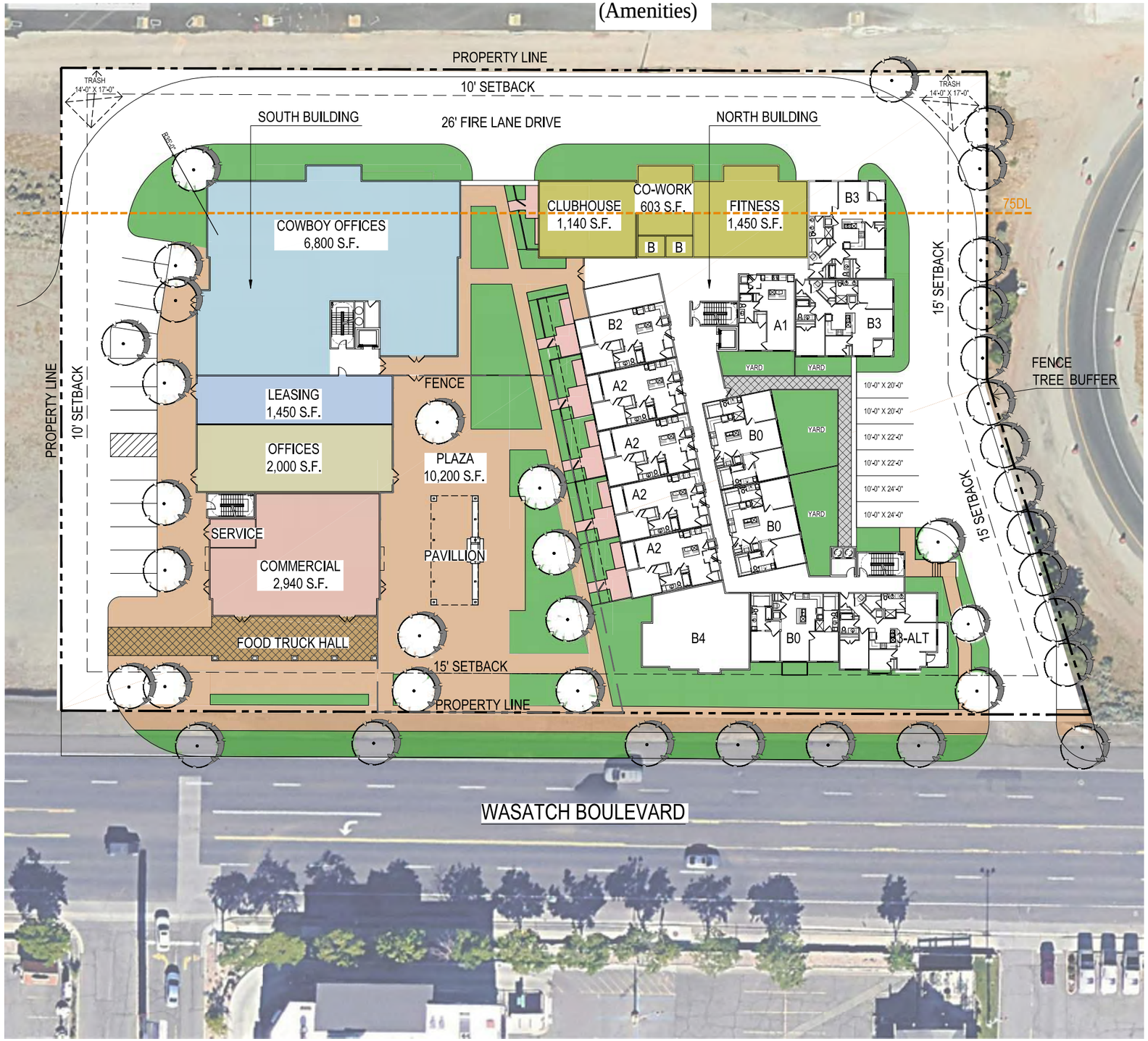
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EXHIBIT H

Amenities anticipated for the development include the following:

- Clubhouse room
- Fitness center
- Co-work areas
- Dog spa
- Pet Relief area
- Roof top amenity deck on both buildings including BBQ's possibly a fire pit, seating areas, yoga areas
- Courtyard with tables and benches as well as space to lounge and relax

(Amenities)



SCALE: 1" = 20' - 0" (24"x36" SHEET)

0' 20' 40' 80'

N

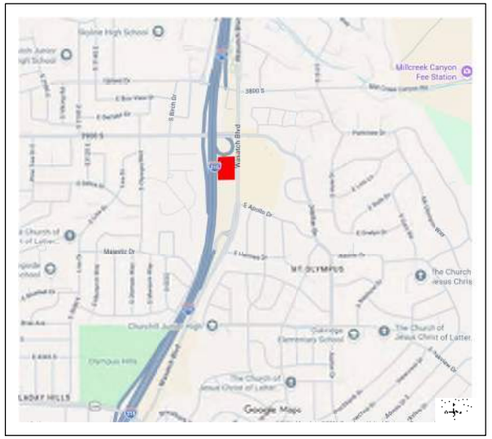
LIBERY COVE						COWBOY	25120
UNIT TABULATION - 3 STORY BUILDING OVER 2 STORY PODIM GARAGE							3/24/26
UNIT NAME	UNIT TYPE	NET AREA(SF)	UNIT COUNT	BED COUNT	PERCENTAGE	TOTAL AREA	% BREAKDOWN
A1	1br/1ba	657	7	7	10%	4,599	31%
A2	1br/1ba	738	14	14	21%	10,332	
B0	2br/2ba	920	9	18	13%	8,280	69%
B1	2br/2ba	1,023	6	12	9%	6,138	
B2	2br/2ba/Flex	1,057	7	14	10%	7,399	
B3	2br/2ba/Den	1,089	14	28	21%	15,246	
B3-ALT	2br/2ba/Den	1,120	7	14	10%	7,840	
B4	2br/2ba/Den	1,247	3	6	4%	3,741	
TOTALS			**67**	**113**	**100%**	**63,575**	100%

UNIT AVERAGE NET SF : **949**

* NET AREA IS COMPUTED TO INCLUDE SQUARE FOOTAGE FROM EXTERIOR FACE OF ALL EXTERIOR FRAME WALLS THAT ENCLOSE A/C SPACE. IT DOES NOT INCLUDE PATIOS, BALCONIES, PATIO/BALCONY STORAGE.

PROJECT DATA

UNIT AVERAGE NET SF :		949	S.F.
ACREAGE:		2.09	GROSS ACRES
DENSITY:		32.1	UNITS/ACRE
	COMMERCIAL AREA	2,940.00	S.F.
	COWBOY OFFICES	6,800.00	S.F.
	LEASING	1,450.00	S.F.
	OFFICES	2,000.00	S.F.
	FITNESS	1,450.00	S.F.
	CLUBROOM	1,140.00	S.F.
	COWORK	603.00	S.F.
PARKING:			
	REQUIRED	172	SPACES
	COMMERCIAL	59	SPACES (1/50 S.F.)
	OFFICES	5	SPACES (1/400 S.F.)
	RESIDENTIAL	108	SPACES
	PROVIDED	221	SPACES
	GARAGE PARKING	202	SPACES
	SURFACE PARKING	19	SPACES
		2.0	SPACES/BED
		3.3	SPACES/UNIT



VICINITY MAP

COVERAGE CALCULATION:

BUILDING FOOT PRINT:	33,185 S.F. (36%)
DRIVE-PARKING:	23,369 S.F. (26%)
OPEN SPACE:	34,588 S.F. (38 %)
TOTAL LAND AREA:	91,142 S.F.

GROSS S.F. CALCULATION

RESIDENTIAL:	81,312 S.F.
COMMERCIAL:	2,940 S.F.
OFFICES:	8,800 S.F.
LEASING:	1,450 S.F.
CLUBHOUSE & AMENITIES	3,388 S.F.
SUBTOTAL:	**97,890 S.F.**
GARAGES:	87,658 S.F.
TOTAL GROSS AREA:	**185,544 S.F.**

HUMPHREYS & PARTNERS ARCHITECTS, L.P.
5339 Alpha Rd., Suite 300, Dallas, TX 75240 | 972.701.9636 | www.humphreys.com

CLIENT **COWBOY**

PROJECT INFO **LIBERTY COVE** MILLCREEK, UTAH

ISSUE **SD SET**

SHEET DESCRIPTION **SITE PLAN** **SCHEME 05**

JOB NUMBER **25120**

DATE **Mar. 25, 26**

DRAWN BY **G.CH. & J.A.**

SHEET **A201**

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(Amenities)

PROPERTY LINE

10' SETBACK

26' FIRE LANE DRIVE

NORTH BUILDING

CLUBHOUSE
1,140 S.F.

CO-WORK
603 S.F.

B B

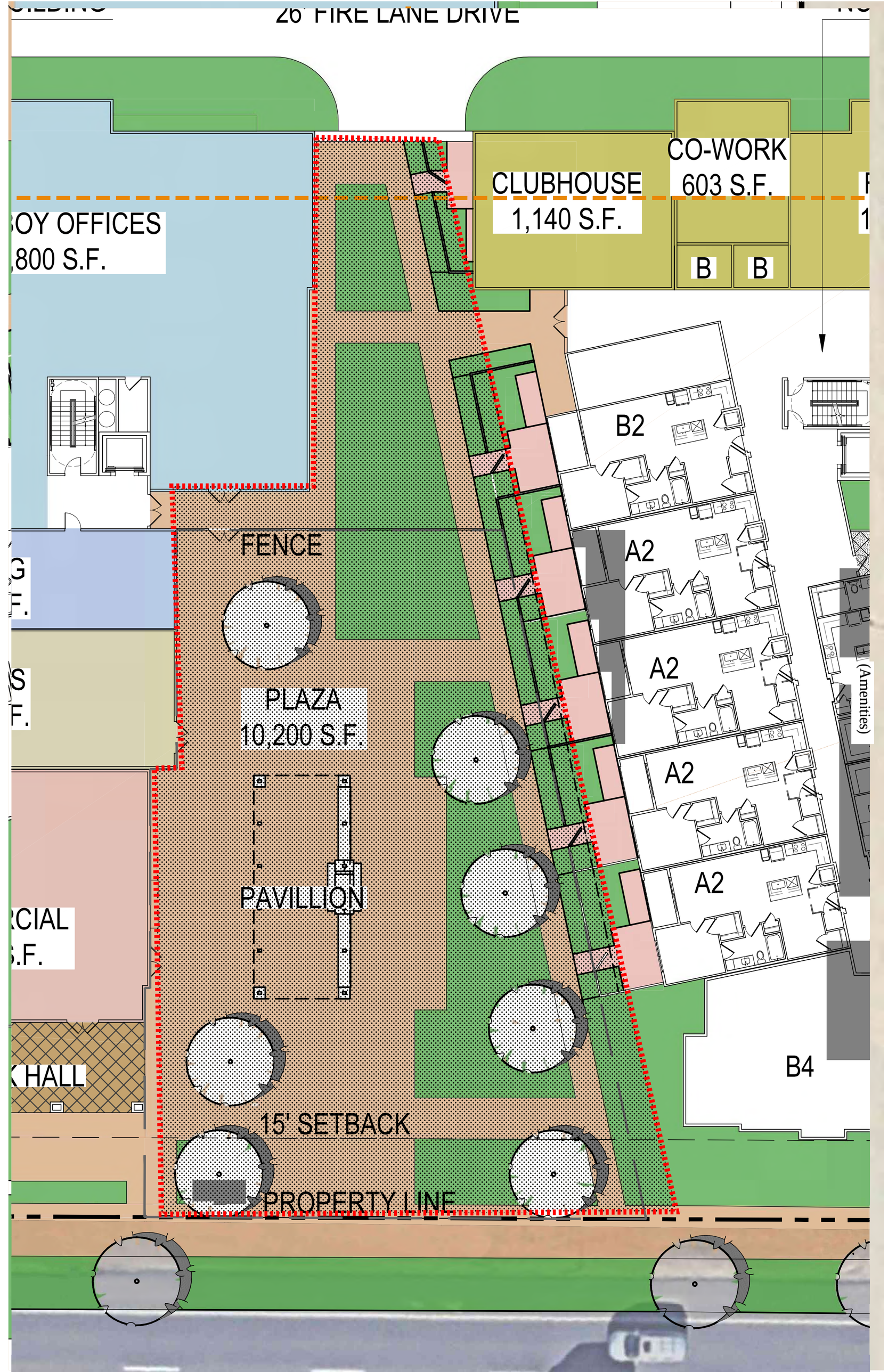
FITNESS
1,450 S.F.

B3

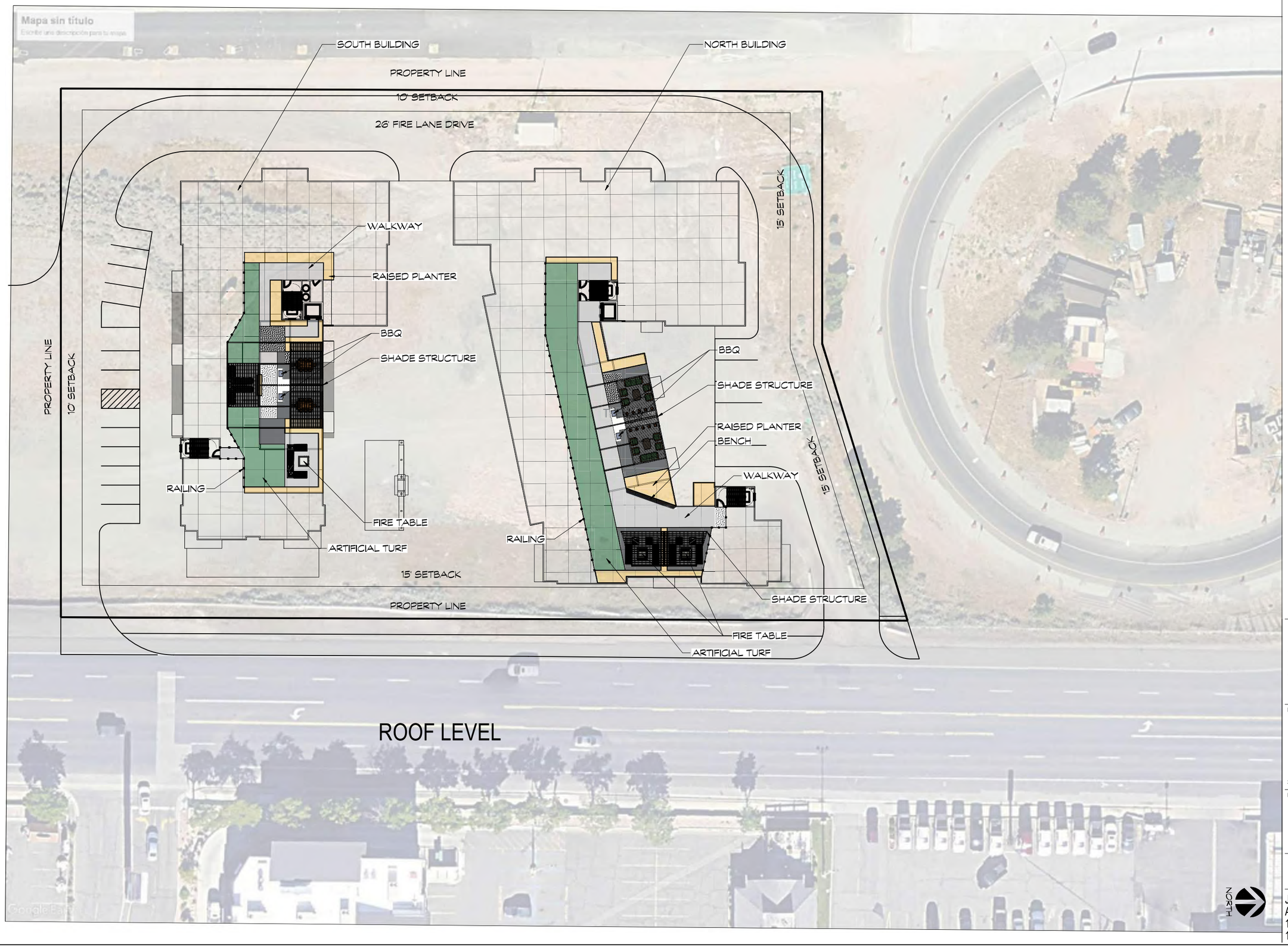
B2

A1

B3


26' FIRE LANE DRIVE
CLUBHOUSE
1,140 S.F.
CO-WORK
603 S.F.
B
B
B2
A2
A2
A2
A2
(Amenities)
FENCE
PLAZA
10,200 S.F.
PAVILLION
B4
15' SETBACK
PROPERTY LINE

(Amenities)



ROOF LEVEL

NORTH

GENERAL & KEYED NOTES

ACREAGE : 2.09

STEPPING STONE
LANDSCAPE DESIGNS CO.

PROJECT TITLE:

Liberty Cove

3950 South Wasatch Blvd Millcreeek, UT

DRAWING SCALE

0 20 40 60 feet
SCALE:1" = 20'

All dimensions and size designations given are subject to verification on the job site and adjustment to fit job conditions
Designer is not an architect or engineer.

Job # SSD-053
April 16, 2026
1" = 40'-0" on 12"x18"
1" = 20'-0" on 24"x36"

Conceptual Roof Top Plan

2026-04-16, 15:24:40 G:\Shared drives\Berg Shared Drive\BERG & STEPPING STONE\COMMERCIAL\MILLCREEK\Liberty Cove\CAD\Liberty Cove Landscape Design - Concept 7.dwg
alexa





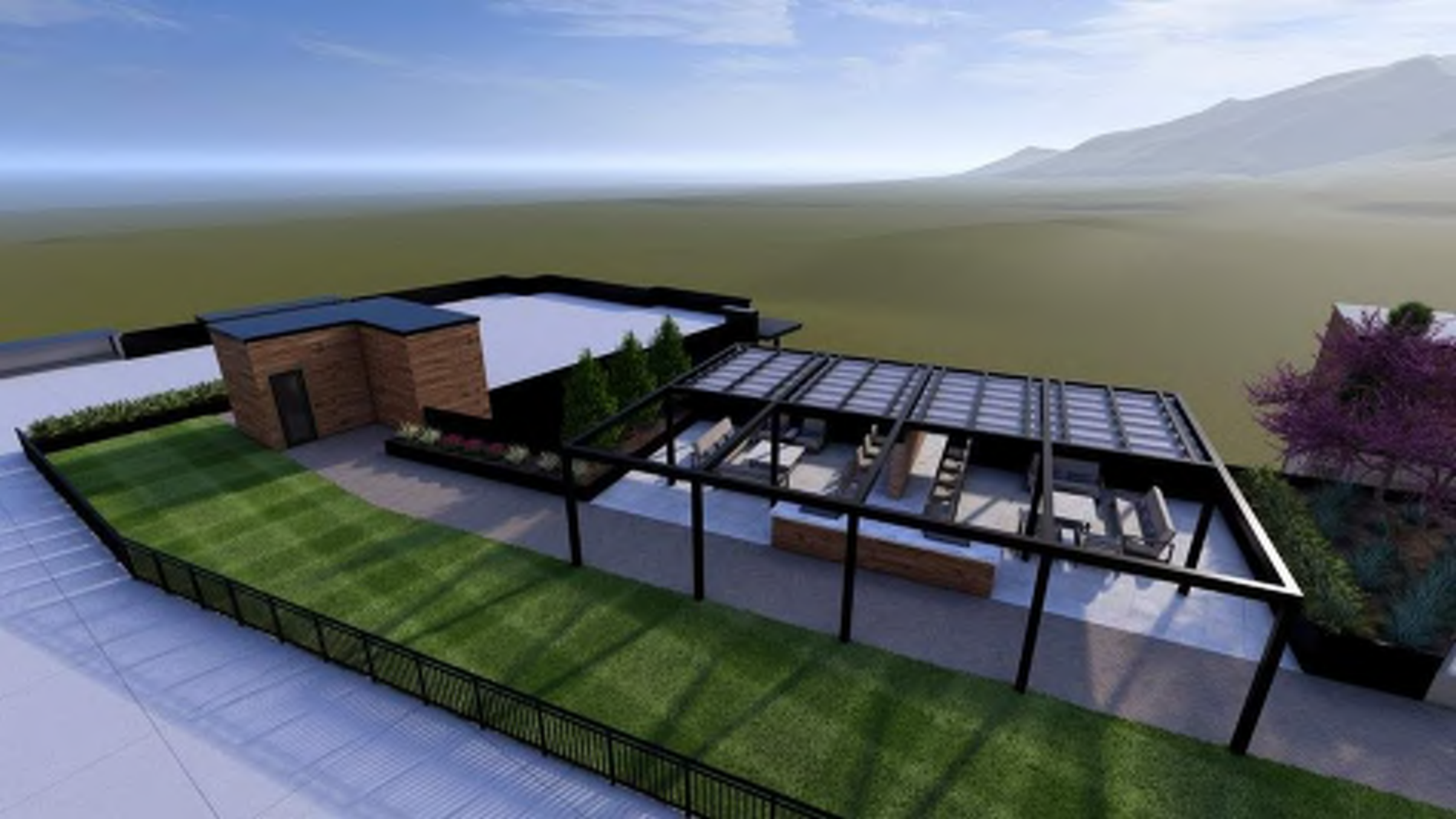
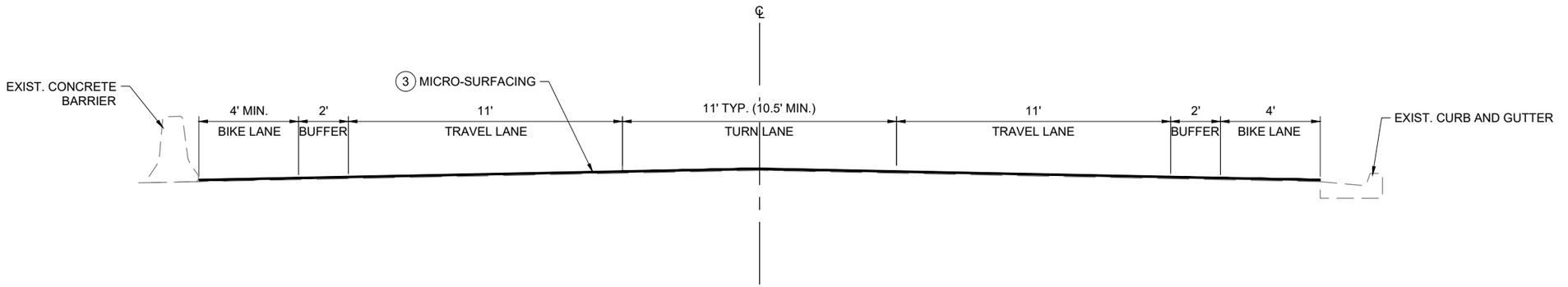


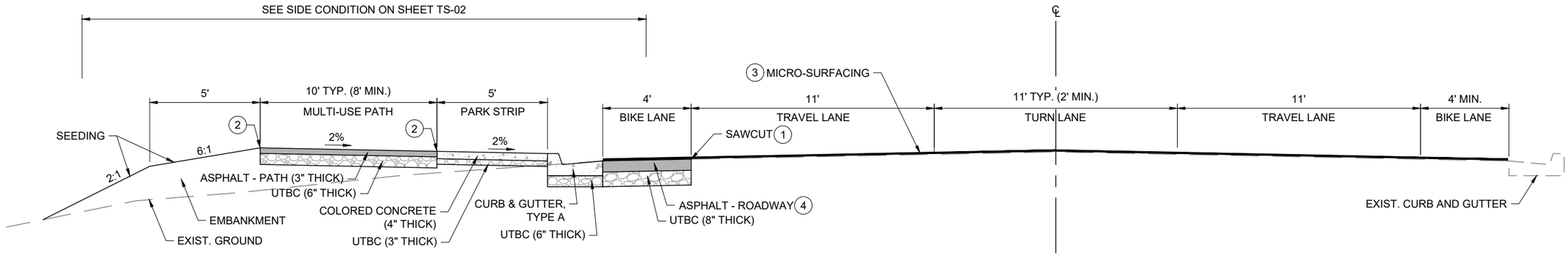
EXHIBIT I



TYPICAL SECTION 1

WASATCH BLVD

FROM STA 109+88 TO STA 151+40
DESIGN SPEED: 40 MPH



TYPICAL SECTION 2

WASATCH BLVD

FROM STA 151+40 TO STA 187+37
FROM STA 195+32 TO STA 202+00
DESIGN SPEED: 40 MPH

NOTES:

1. SEE GR SHEETS FOR SAWCUT ANGLE POINTS
2. SEE RD SHEETS FOR TRAIL ANGLE POINTS
3. SEE RD SHEETS FOR MICRO-SURFACING EXTENTS
4. MATCH EXISTING HMA THICKNESS, MINIMUM = 4" THICK; MAXIMUM = 8" THICK, ASSUME 6" THICK FOR ESTIMATING PURPOSES

100% DESIGN
NOT FOR CONSTRUCTION

MILLCREEK CITY
1330 E CHAMBER AVE
MILLCREEK, UT 84106
801-214-2700

CHECKED BY: BEA
DESIGNED BY: AMO
DATE: 27 MAR 25
SCALE: N/A

2139 SOUTH 1260 WEST
SALT LAKE CITY, UT 84119
PHONE: 801-456-3847

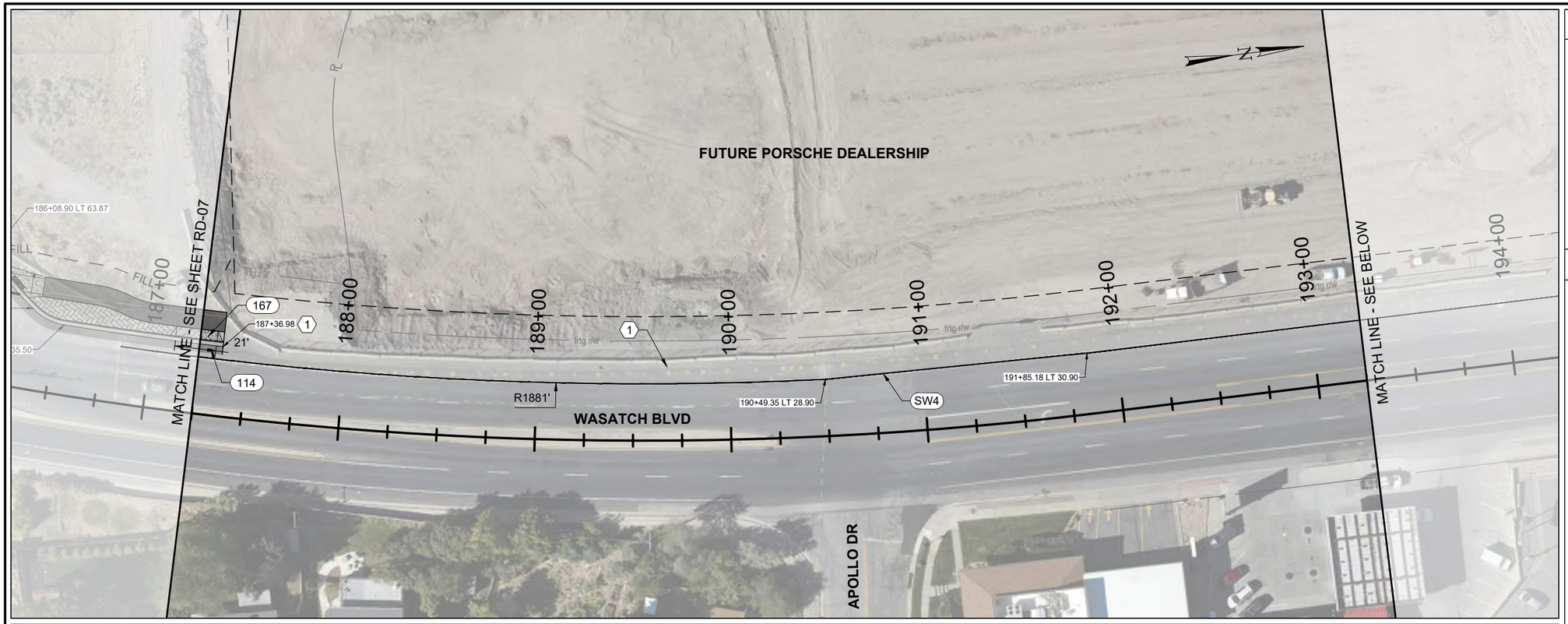
APPROVED

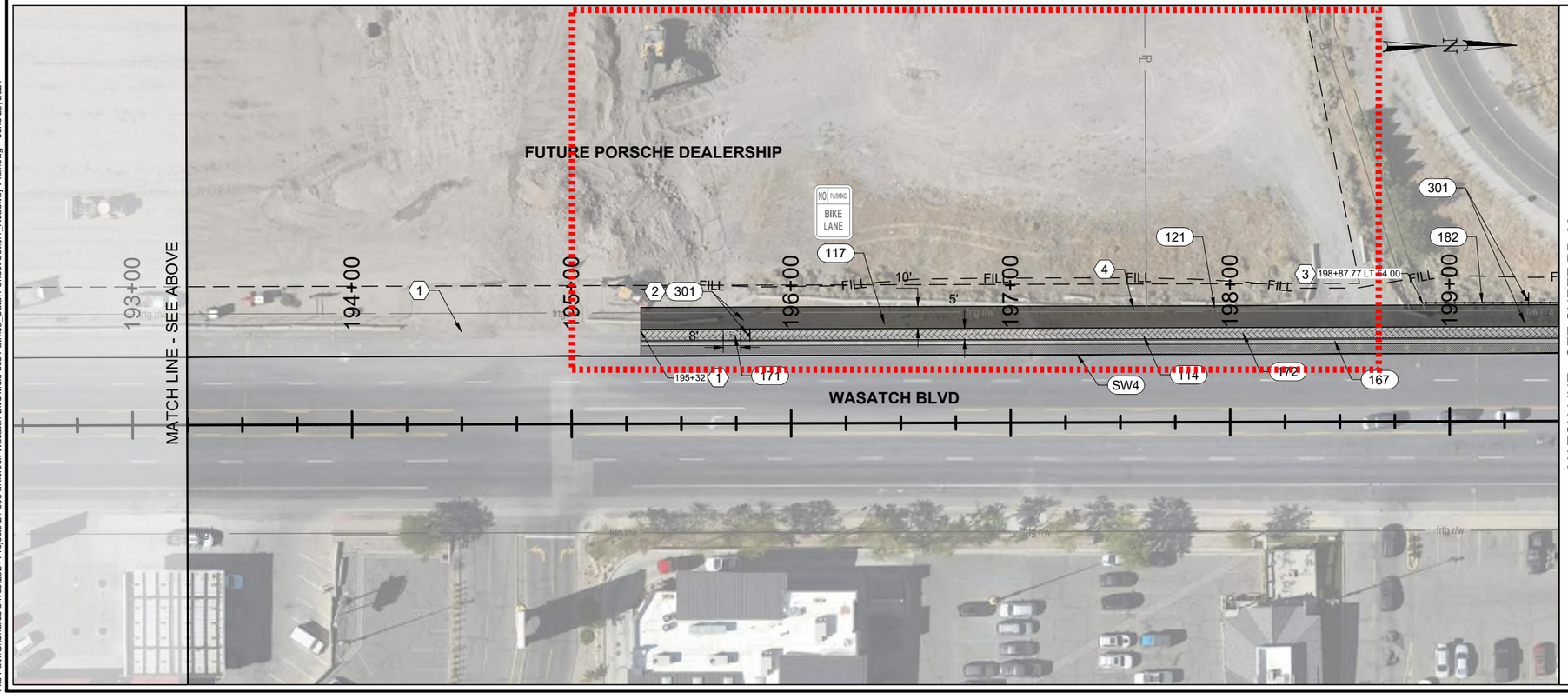
PROFESSIONAL ENGINEER

PROJECT: WASATCH BLVD MULTI-USE PATH
PROJECT NUMBER: 24-665
TYPICAL SECTIONS

SHEET NO. TS-01

File Path: G:\Shared drives\2024 Projects\24-665 Millcreek Wasatch Blvd Multi-use Path\09_Data\1 Sheet Set\2.1_Typical Sections.dwg June 28, 2024





REFERENCE KEYNOTES

100	REMOVE FENCE
114	REMOVE ASPHALT
117	REMOVE SIGN AND POST
121	RELOCATE CONCRETE BARRIER
167	CURB AND GUTTER, TYPE A
171	FLATWORK, 4" THICK
172	COLORED CONCRETE, 4" THICK
182	6' CHAIN LINK FENCE
301	RELOCATE SIGN

PAVEMENT MARKING PAINT
SW4 4" SOLID WHITE LINE

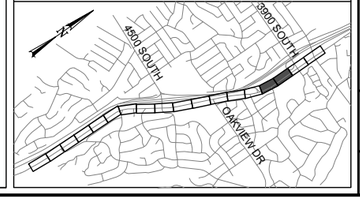
SHEET KEYNOTES

1. CONSTRUCTION OF CURB AND GUTTER, AND TRAIL BY OTHERS BETWEEN STA. 187+37 TO 195+32
2. RELOCATE BUS STOP SIGN TO PARK STRIP
3. BEGIN FENCE REMOVAL AND INSTALLATION OF NEW FENCE
4. MOVE CONCRETE BARRIER TO THE WEST AT EDGE OF FILL SLOPE

GENERAL NOTES

ASPHALT - ROADWAY
ASPHALT - PATH
(SEE TYPICAL SECTIONS FOR BID ITEMS)

KEY MAP



100% DESIGN
NOT FOR CONSTRUCTION

MILLCREEK CITY
1330 E CHAMBER AVE
MILLCREEK, UT 84106
801-214-2700

CHECKED BY: BEA
DESIGNED BY: AMO
DATE: 27 MAR 25
SCALE: 1:60

2139 SOUTH 1260 WEST
SALT LAKE CITY, UT 84119
PHONE: 801-456-3847

APPROVED
PROFESSIONAL ENGINEER

PROJECT: WASATCH BLVD MULTI-USE PATH
PROJECT NUMBER: 24-665
ROADWAY PLAN
SHEET NO. RD-08

File Path:G:\Shared drives\2024 Projects\24-665 Millcreek Wasatch Blvd Multi-use Path\09_Data\1 Sheet Set\3.1_Roadway Plan.dwg June 28, 2024

Millcreek City Council
Cheri Jackson, Mayor
Silvia Catten, District 1
Thom DeSirant, District 2
Nicole Handy, District 3
Bev Uipi, District 4

Millcreek City Hall
1330 East Chambers Avenue
Millcreek, Utah 84106
Millcreekut.gov
801-214-2700

ZM-26-011

CITY COUNCIL STAFF REPORT

(Second Reading)

Meeting Date:	7/27/2026
Applicant:	Lee Dial/Cowboy Partners
Re:	Rezone/Development Agreement
Property Address:	3962 S Wasatch Blvd
Prepared By:	Brad Sanderson, AICP, Planning Manager
Scope of Decision:	**Discretionary.** This is a legislative matter, to be decided by the Millcreek City Council upon receiving a recommendation from the Millcreek Planning Commission. Your recommendation can be broad in scope, but should consider prior adopted policies, especially the Millcreek General Plan.

REQUEST:

Lee Dial, on behalf of Cowboy Partners, has filed a Rezone land use application seeking approval to modify the **Olympus Hills West Village Center Special District (OHW-VCSD) Zone** by adding a **Development Agreement** to a parcel already within the zone, located at 3962 South Wasatch Blvd (immediately north of the Porche Dealership).

The Development Agreement contemplates a mixed-use development proposal which includes design criteria standards, a list of general uses (office, residential, and retail) along with conceptual design or exhibits pertaining to site plan layout, building mass, scale, height and materials, landscaping, lighting, signage, and frontage improvements along Wasatch Blvd, etc. (see supporting documents, attached)

FINDINGS:

1. The Olympus Hills West Village Center Special District (OHW-VCSD) Zone was created in 2003 along with a Master Development Agreement, at the time when the Porche Dealership was proposed.
2. The Master Development Agreement required the owner/developer to produce design concepts showing general uses, building forms, streetscapes, open spaces, etc. for the multiuse portion of the project.

3. The Master Development Agreement contemplated an extensive public outreach period and process together public input and a later additional development agreement that would need to be approved for each individual phase of property development, located within the (OHW-VCSD) Zone.
4. Near the end of 2024 and into early 2025, Cowboy Partners held multiple open houses, and public meetings to gather public input.
5. The site plan layout has since been updated and modified to include a second vehicular access near the northeast corner of the property. Building materials have been updated. There is an overall decrease in building square footage - including residential units.
6. By comparison, the original concept plans contemplated 7,000 square feet of Commercial space (4,000sqft of restaurant and 3,000sqft of a retail), 11,000 sqft of Office, 10,000sqft of Open Space, 74 Residential units.
7. The ratio of uses and parking is relatively similar between the previous and current proposals.
8. The proposed concepts maintain the same open space and building heights as previously contemplated.
9. Staff is suggesting the following items (terms and exhibits) be included as part of a Development Agreement:
    1. Uses shall include the following:
        a. Restaurant - Minimum 4,000 sqft. sit-down restaurant(s),
        b. Office - Between 5,000-8,000sqft of Professional Office Space,
        c. Open Space - Minimum 10,000sqft of contiguous landscaped usable area,
        d. Residential - Between 65 to 70 residential units,
        e. Parking - Minimum of 220 Parking Spaces.

    2. Exhibit A - Site Plan Layout
    3. Exhibit B - Building Mass, Orientation, Elevations including materials and colors
    4. Exhibit C - Landscape Plan
    5. Exhibit D - Lighting Plan
    6. Exhibit E - Signage Plan
    7. Exhibit F - Amenities Plan
    8. Exhibit G - Frontage Improvements

10. The intensity of the proposed development is being decreased, in comparison to the original 2024-25 proposal, thus the potential traffic impacts would likely be less than what was anticipated when the original 2024 traffic study was conducted; nonetheless, an amended traffic study was commissioned in June 2026 based on the updated concept plans (see summary attached).
11. The city is in process of making improvements to Wasatch Blvd. some of these improvements will begin Summer 2026, however, due to timing, only temporary improvements are anticipated along the frontage of this project. The developer will be expected to remove such temporary improvements and replace them with permanent frontage improvements as part of their project.
12. A Neighborhood meeting was held April 27th on the adjacent property, with less than ten attendees.
13. An Open House was held on May 5th to discuss the proposed updated concept plans. There were several individuals who attended the Open House. Concerns generally pertained to viewshed obstructions, exterior light, sound reflection, building reflection, privacy, frontage improvements, and traffic impacts (see comments).

CONCLUSIONS:

Based on the findings stated above, the following conclusions can be made:

1. In 2024, the OHW-VCSD Zone was established with a Master Development Agreement, and contemplated a separate sub-development agreement, specific to this site, in anticipation of establishing a mixture use site with a site plan layout, and building height & massing, lighting, signage, landscaping, etc.
2. Concept design and public outreach/input took place over a period of several months to gather input for a mixed-use development.
3. The developer is required to process a secondary development agreement for this specific phase of the development for the purpose of including more detailed concept plans.
4. While the intensity of the proposed development has decreased, the overall proposed concepts seem to meet the general intent of the Master Development Agreement in terms of uses, layout, open space, and building(s) – setbacks, height, massing, and scale.
5. General impact on public infrastructure and services is anticipated to remain the same and even decrease from the development that was originally anticipated for this site, when considered a year ago.
6. If approved the owner/developer will still need to obtain site plan approval by staff.

RECOMMENDATION:

Based on the Findings and Conclusions listed above, the following is recommended:

Staff Recommendation: That the Planning Commission take public comments, consider the proposed exhibits and recommend approval of application file number ZM-26-011 by adding a Development Agreement (including exhibits and terms) to the already existing Olympus Hills West Village Center Special District (OHW-VCSD) Zone specifically pertaining to property located at approximately 3962 S Wasatch Blvd, as presented, unless during the meeting facts are presented that contradict these findings or new facts are presented, either of which would warrant further investigation by Staff.

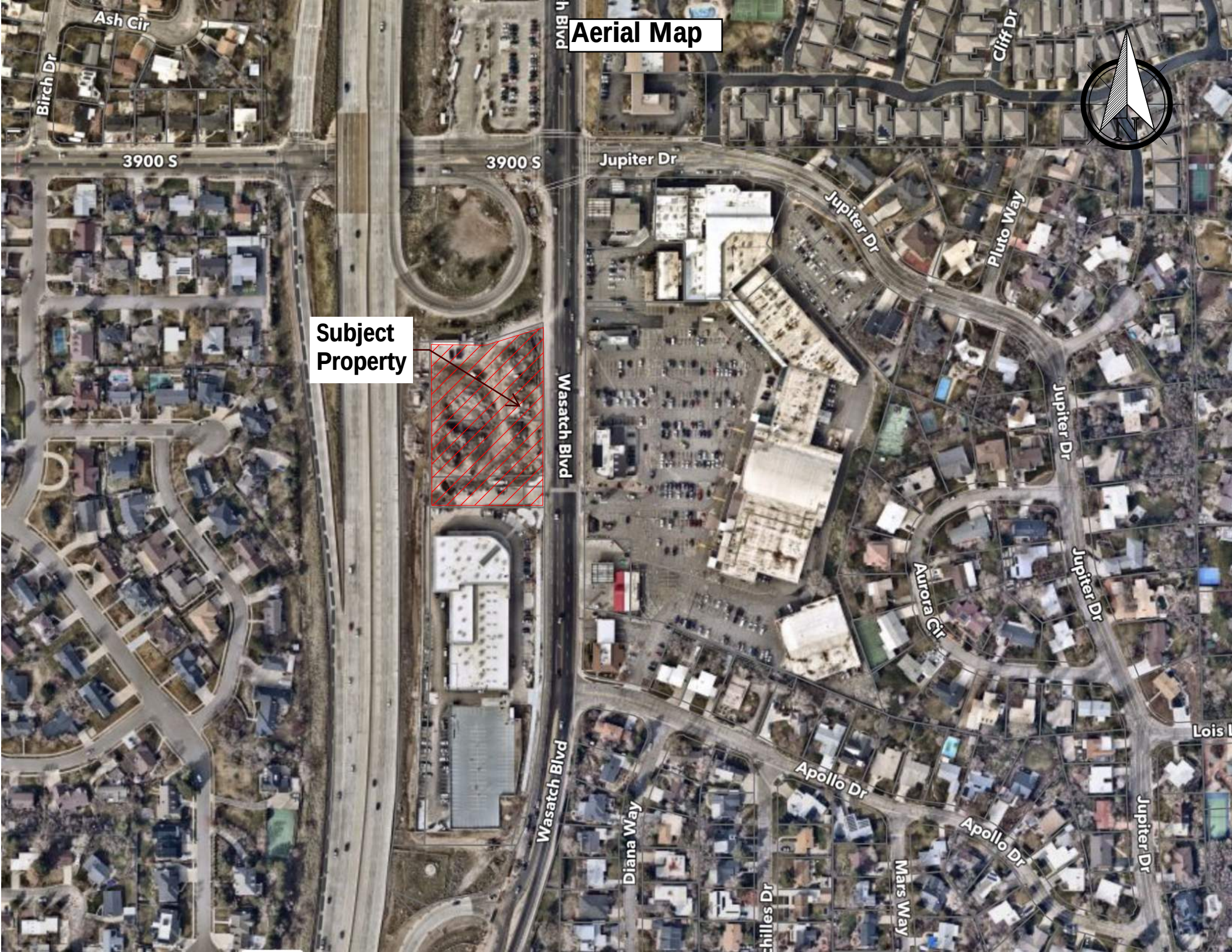
The Millcreek Planning Commission held public hearings on May 20, 2026, and June 17, 2026. Upon receiving public comments and considering the proposal, the Planning Commission moved to recommend approval of File Number ZM-26-011, to the City Council to supplement the OHW-VCSD Zone with a development agreement, allowing a Mixed-Use Development on property located at 3962 S Wasatch Blvd, as recommended by Staff - **The motion passed unanimously**.

SUPPORTING DOCUMENTS:

- Location Map
- Original Concept Plans

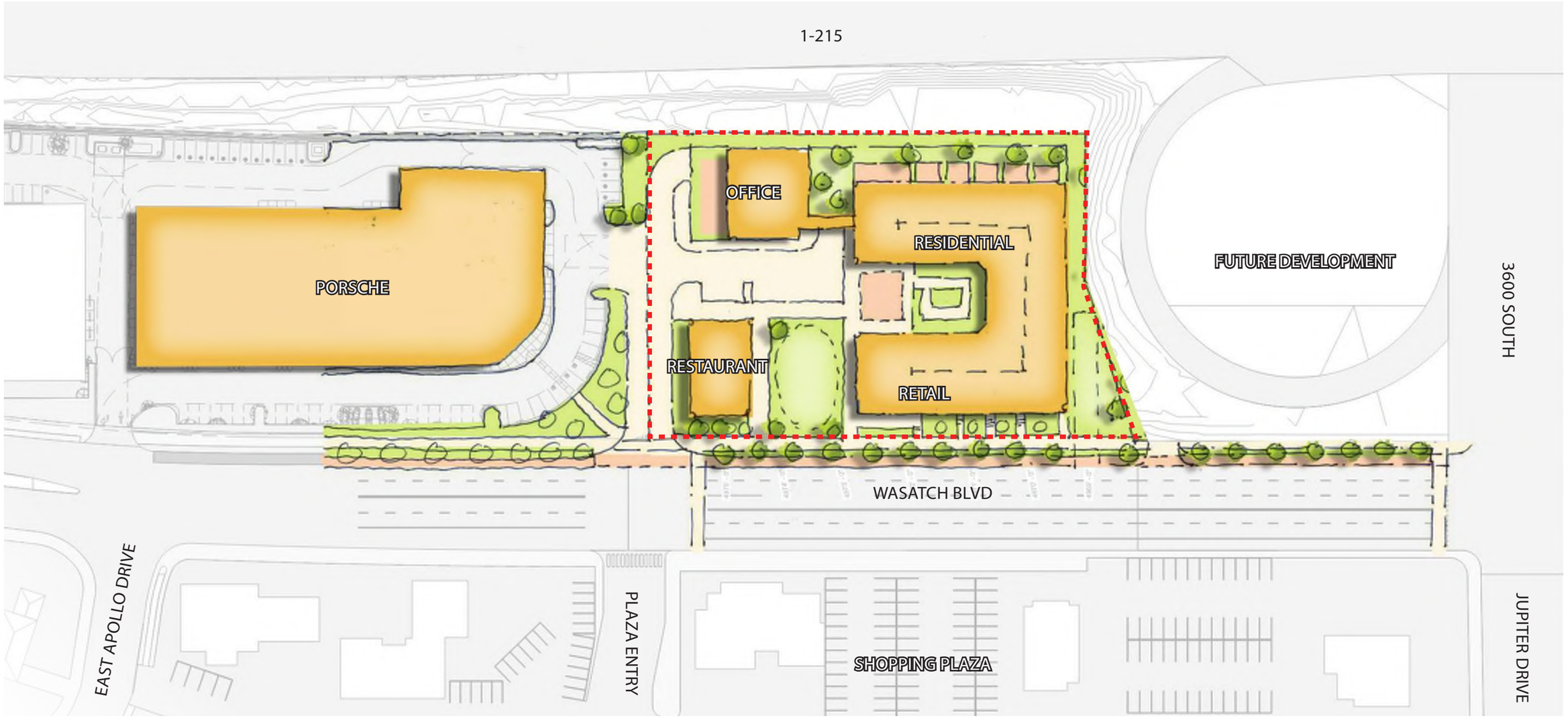
Request: Rezone & Development Agreement **ZM-26-011**

- Proposed Concept Plans
- Development Agreement
- Written Public Comments


Aerial Map
Subject Property
Ash Cir
Birch Dr
3900 S
3900 S
Jupiter Dr
Jupiter Dr
Pluto Way
Cliff Dr
Wasatch Blvd
Wasatch Blvd
Wasatch Blvd
Jupiter Dr
Jupiter Dr
Aurora Cir
Apollo Dr
Apollo Dr
Diana Way
Mars Way
Jupiter Dr
N

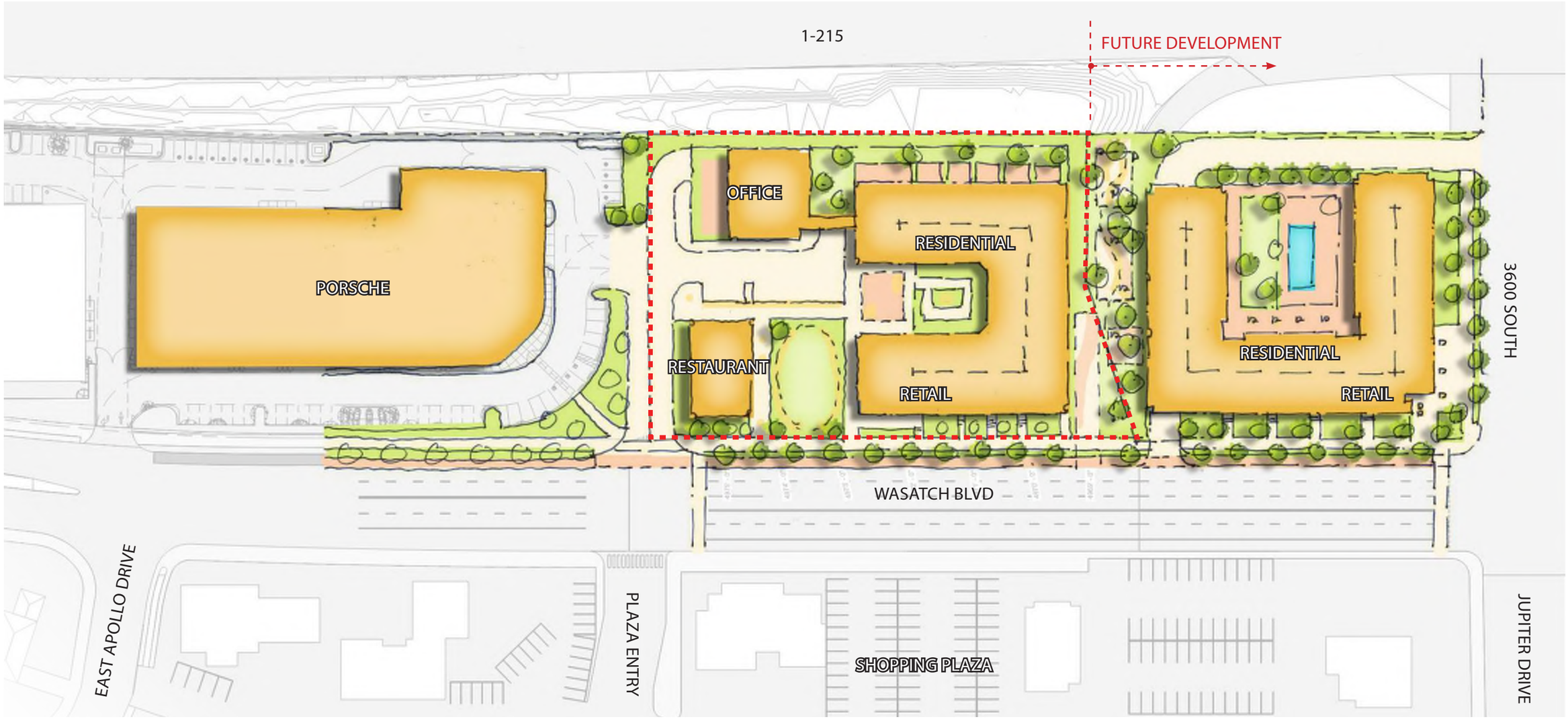
Original Concept

CONCEPT
SITE PLAN



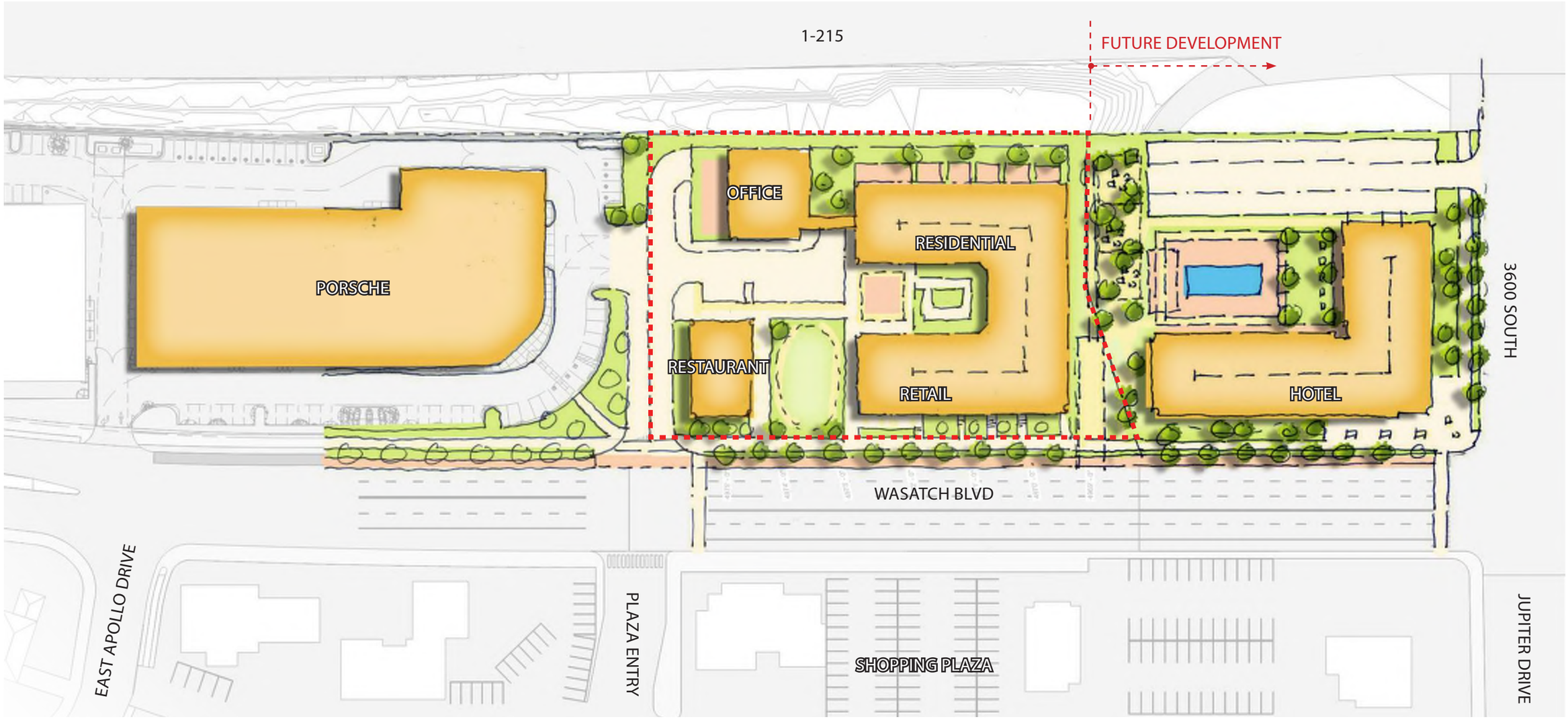
Original Concept

CONCEPT
MASTER PLAN CONCEPT - RESIDENTIAL OPTION



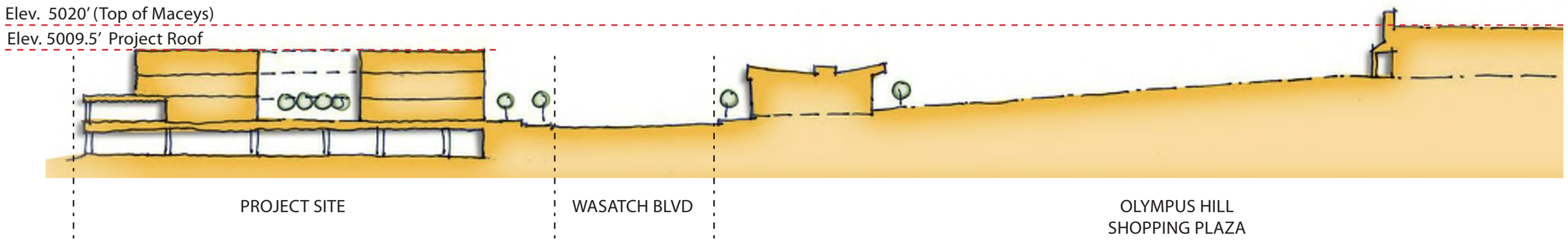
Original Concept

CONCEPT
MASTER PLAN CONCEPT - HOTEL OPTION



Original Concept

CONCEPT
SITE SECTION



Original Concept

CONCEPT
CONCEPT VISION













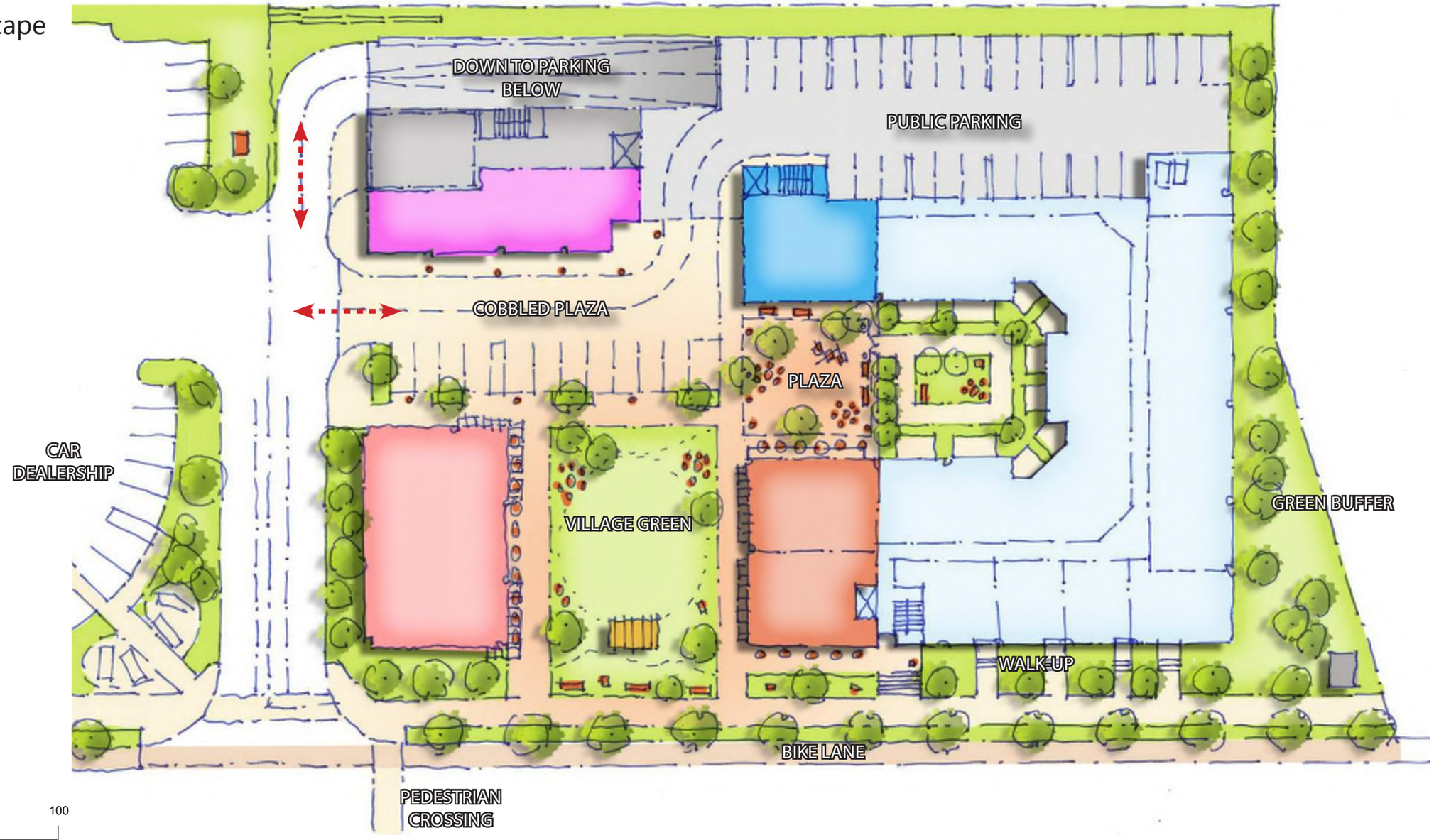






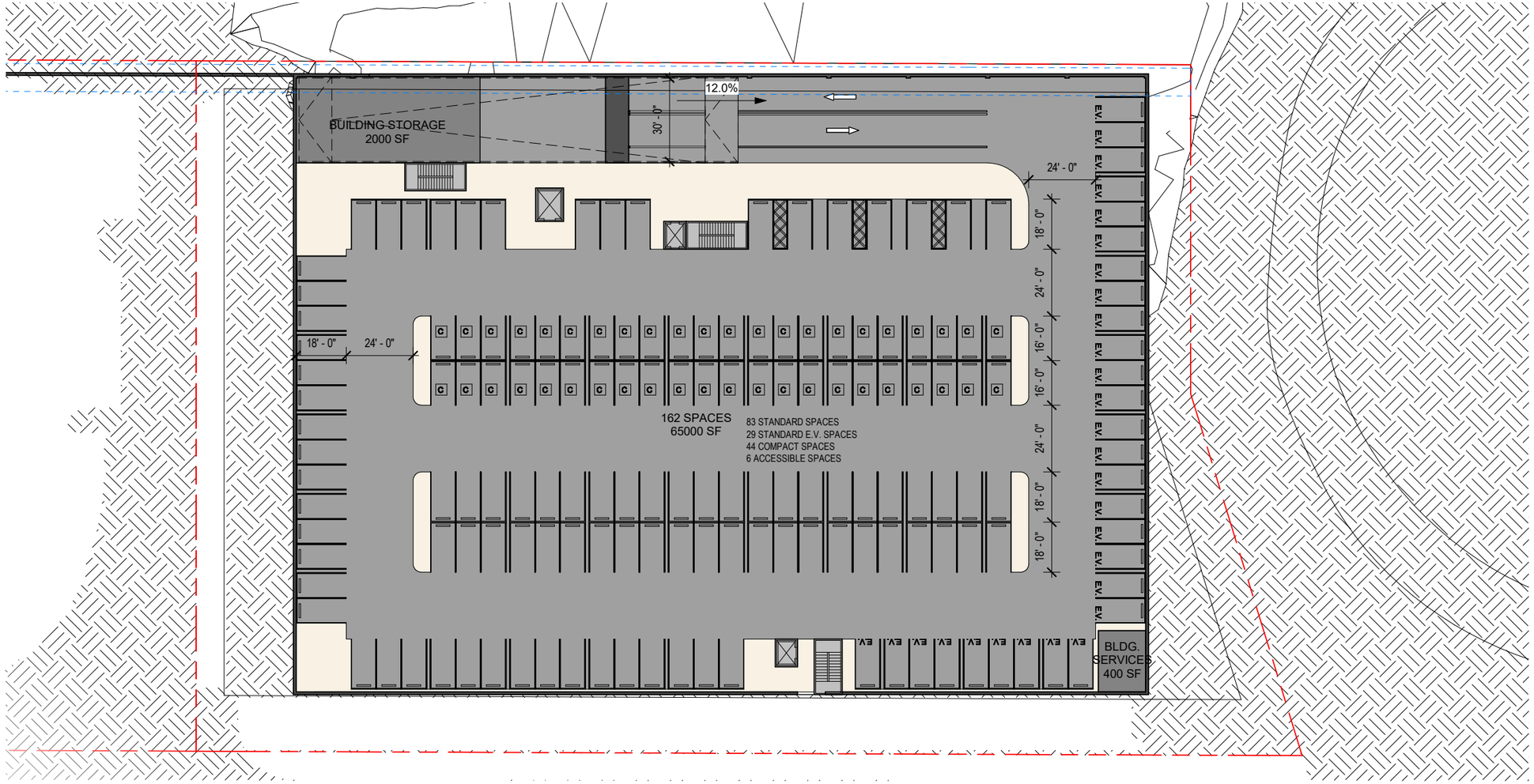
Original Concept

Concept
Ground Plan & Landscape



Original Concept

CONCEPT
BASEMENT PARKING PLAN



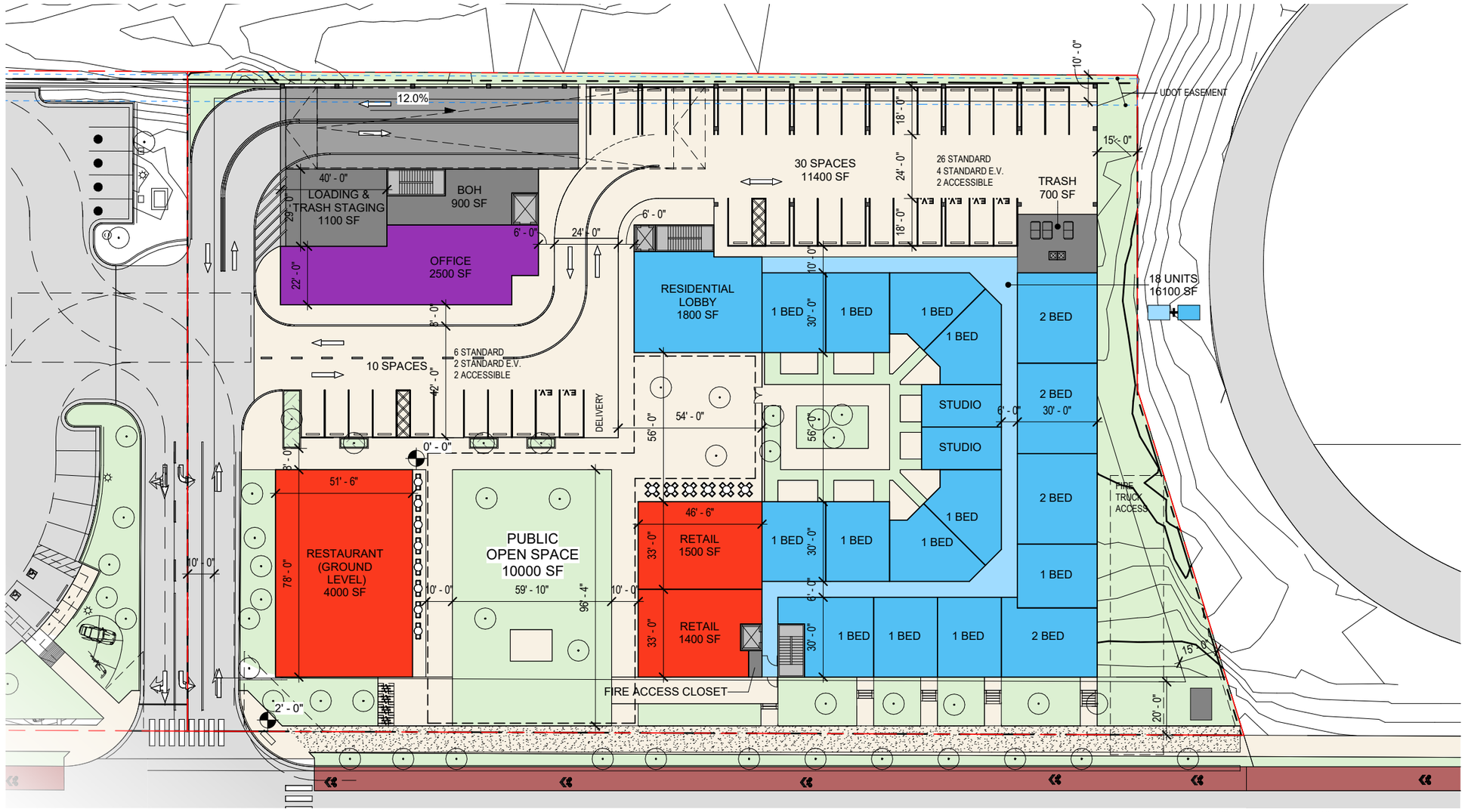
- APARTMENTS
- AMENITIES / CIRCULATION
- OFFICE SPACE
- GREEN SPACE
- RESTAURANT / RETAIL
- PARKING

0 20 40 60 100

N

Original Concept

CONCEPT
FIRST FLOOR PLAN

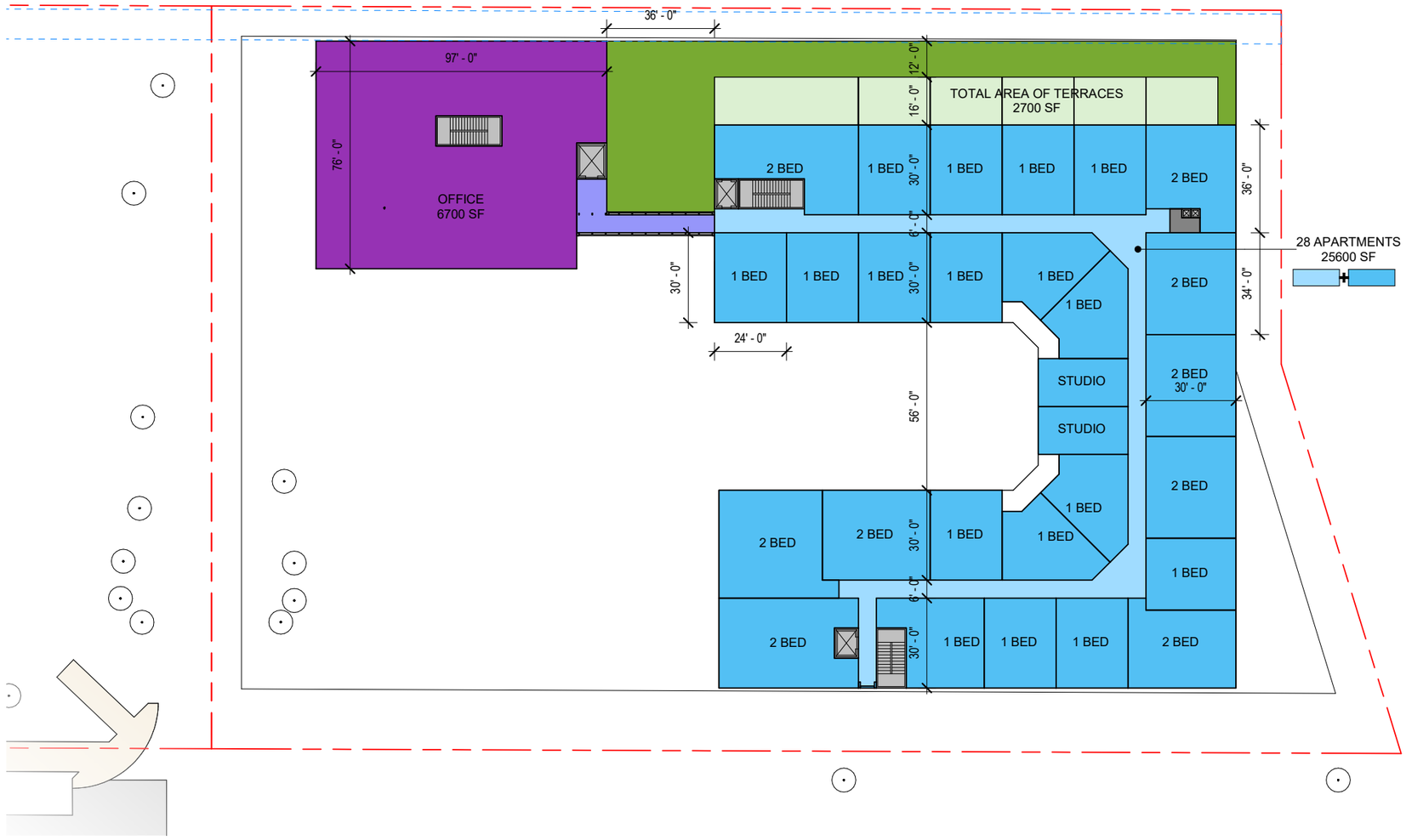


18 UNITS

- APARTMENTS
- AMENITIES / CIRCULATION
- OFFICE SPACE
- GREEN SPACE
- RESTAURANT / RETAIL
- PARKING

Original Concept

CONCEPT
SECOND FLOOR PLAN



28 UNITS

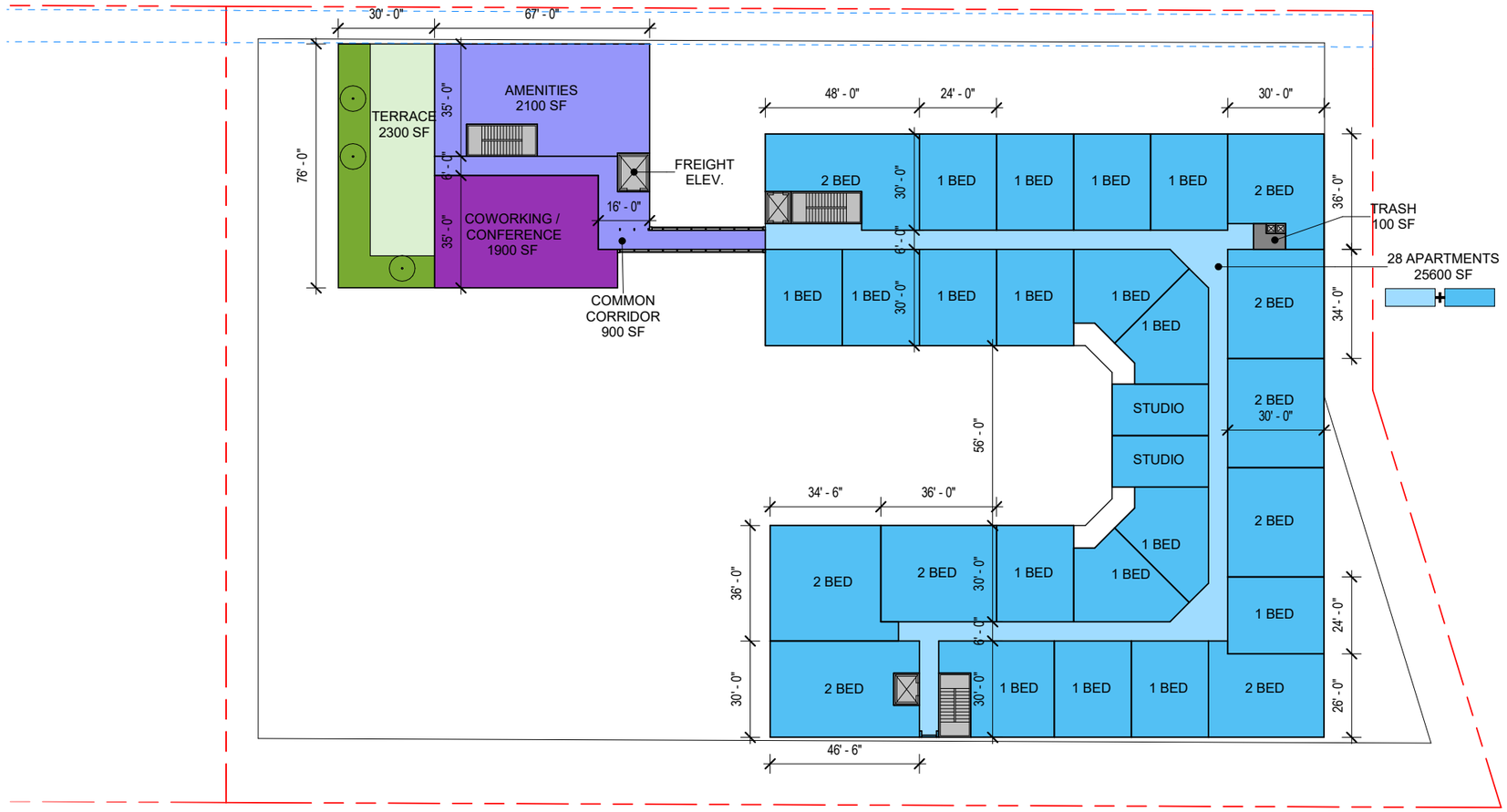
- APARTMENTS
- AMENITIES / CIRCULATION
- OFFICE SPACE
- GREEN SPACE
- RESTAURANT / RETAIL
- PARKING

0 20 40 60 100

N

Original Concept

CONCEPT
THIRD FLOOR PLAN



28 UNITS

- APARTMENTS
- AMENITIES / CIRCULATION
- OFFICE SPACE
- GREEN SPACE
- RESTAURANT / RETAIL
- PARKING

0 20 40 60 100

N

Original Concept

CONCEPT
AREA SUMMARY

SCHEME 3																				
Level	**Function**	**Level Height**	**Retail**	**Restaurant**	**Circulation**	**BOH**	**Vertical Circulation***	**Lobby & Amenities**	**Office Area**	**Unit Area**	**GFA Total**	**Studio**	**1 Bed**	**2 Bed**	**Total Units**	**Average Unit Area**	**Roof Terrace & Balconies**	**Building Parking Area**	**Parking Count**	
Level 03	Residential	12			3,200 sf	60 sf		2,300 sf	2,100 sf	23,750 sf	31,410 sf	2	17	9	28	848 sf	2,600 sf			
Level 02	Residential	11.5			3,100 sf	60 sf			6,900 sf	23,000 sf	33,060 sf	2	17	9	28	821 sf	2,900 sf			
Level 01	Ground Level	13	3,000 sf	4,000 sf	2,170 sf	1,600 sf	920 sf	2,300 sf	2,500 sf	13,720 sf	30,210 sf	2	12	4	18	762 sf		10,760 sf	36	
Level 00	Parking Garage	16				400 sf		2,000 sf			2,400 sf							64,700 sf	167	
Totals		**Height Above Level 01**	**Retail Total Area**	**Restaurant Total Area**		**BOH Total**	**Vertical Circulation Total**	**Amenity Total**	**Office Area Total**	**Unit Total Area**	**Total GFA (N.I.C. Garages)**	**Total Studios**	**Total 1 Bed**	**Total 2 Bed**	**Total Units**	**Total Beds**		**Total Parking Area**	**Total Parking Spaces**	**Total Parking Spaces Allotted to Apartments**	**Total Parking Allotted to Retail & Office**
		36.5	3,000 sf	4,000 sf	8,470 sf	2,120 sf	920 sf	6,600 sf	11,500 sf	60,470 sf	**97,080 sf**	6	46	22	**74**	**96**		75,460 sf	**203**	153	50
							*Area of Stair and Elevator Towers on One Level					**Studio %**	**1 Bed %**	**2 Bed %**		**Average Unit Area**	Parking Per Unit & Bed based on Total Spaces minus Required Retail and Office Spaces.	**Parking / Unit N.I.C. Retail & Office**	**2.07**	
Units: Feet, Square Feet												8.1%	62.2%	29.7%		817 sf		**Parking / Bed N.I.C. Retail & Office**	**1.60**	

For Reference: Typical Unit Dimensions (Varies)	**Depth**	**Width**	**Area**
Studio	30	16	480 sf
1 Bed	30	24	720 sf
2 Bed	30	34	1,020 sf

Efficiency			
Program	**Area**	**Leasable Factor**	**Leasable Area**
Apartment Units	60,470 sf	100%	60,470 sf
Office Area	11,500 sf	95%	10,925 sf
Retail & Restaurant	7,000 sf	100%	7,000 sf
Total GLA			**78,395 sf**
Efficiency (GLA divided by GFA)			80.8%

Minimum Parking Requirements	**Assumptions**	**Required Parking**
Restaurant (1 per 150 sf of seating area)	Seating area 40%	11
Retail Sales & Shopping (1 per 300 sf gross up to 20k sf, then 1 per 1000 sf)		10
Apartments (1 per studio, 1.25 per 1 bed, 2 per 2+bed, 0.25 per unit for visitors)		126
Office (1 per 400 sf for the first 20k sf, then 1 space per 1000 sf)		29

Comparison of Required and Provided Parking	**Counts**
Total Required Parking	**176**
Total Provided Parking	**203**

Takeoffs of Provided Spaces	**Counts**
Standard Spaces Provided	**136**
Accessible Spaces Provided	**7**
Compact Spaces Provided (May count toward up to 20% of required total)	**60**
EV Spaces (20% of required spaces must be provided with infrastructure for Level-2 Charging)	**35**

Exhibit A



SCALE: 1" = 20' - 0" (24"x36" SHEET)

0' 20' 40' 80'

N

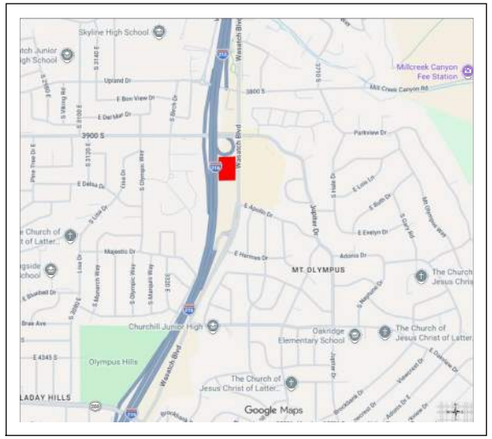
LIBERY COVE						COWBOY	25120
UNIT TABULATION - 3 STORY BUILDING OVER 2 STORY PODIM GARAGE							3/24/26
UNIT NAME	UNIT TYPE	NET AREA(SF)	UNIT COUNT	BED COUNT	PERCENTAGE	TOTAL AREA	% BREAKDOWN
A1	1br/1ba	657	7	7	10%	4,599	31%
A2	1br/1ba	738	14	14	21%	10,332	
B0	2br/2ba	920	9	18	13%	8,280	69%
B1	2br/2ba	1,023	6	12	9%	6,138	
B2	2br/2ba/Flex	1,057	7	14	10%	7,399	
B3	2br/2ba/Den	1,089	14	28	21%	15,246	
B3-ALT	2br/2ba/Den	1,120	7	14	10%	7,840	
B4	2br/2ba/Den	1,247	3	6	4%	3,741	
TOTALS			**67**	**113**	**100%**	**63,575**	100%

UNIT AVERAGE NET SF : **949**

* NET AREA IS COMPUTED TO INCLUDE SQUARE FOOTAGE FROM EXTERIOR FACE OF ALL EXTERIOR FRAME WALLS THAT ENCLOSE A/C SPACE. IT DOES NOT INCLUDE PATIOS, BALCONIES, PATIO/BALCONY STORAGE.

PROJECT DATA

UNIT AVERAGE NET SF :		**949**	**S.F.**
ACREAGE:		**2.09**	**GROSS ACRES**
DENSITY:		**32.1**	**UNITS/ACRE**
	COMMERCIAL AREA	**4,030.00**	**S.F.**
	COWBOY OFFICES	**6,800.00**	**S.F.**
	LEASING	**1,450.00**	**S.F.**
	OFFICES	**2,000.00**	**S.F.**
	FITNESS	**1,450.00**	**S.F.**
	CLUBROOM	**1,140.00**	**S.F.**
	COWORK	**603.00**	**S.F.**
PARKING:			
	REQUIRED	**172**	**SPACES**
	COMMERCIAL	**59**	**SPACES (1/50 S.F.)**
	OFFICES	**5**	**SPACES (1/400 S.F.)**
	RESIDENTIAL	**108**	**SPACES**
	PROVIDED	**221**	**SPACES**
	GARAGE PARKING	**202**	**SPACES**
	SURFACE PARKING	**19**	**SPACES**
		2.0	**SPACES/BED**
		3.3	**SPACES/UNIT**



VICINITY MAP

COVERAGE CALCULATION:

BUILDING FOOT PRINT:	33,185 S.F. (36%)
DRIVE-PARKING:	23,369 S.F. (26%)
OPEN SPACE:	34,588 S.F. (38 %)
TOTAL LAND AREA:	91,142 S.F.

GROSS S.F. CALCULATION

RESIDENTIAL:	81,312 S.F.
COMMERCIAL:	2,940 S.F.
OFFICES:	8,800 S.F.
LEASING:	1,450 S.F.
CLUBHOUSE & AMENITIES	3,388 S.F.
SUBTOTAL:	**97,890 S.F.**
GARAGES:	87,658 S.F.
TOTAL GROSS AREA:	**185,544 S.F.**

HUMPHREYS & PARTNERS ARCHITECTS, L.P.
5339 Alpha Rd., Suite 300, Dallas, TX 75240 | 972.701.9636 | www.humphreys.com

CLIENT **COWBOY**

PROJECT INFO **LIBERTY COVE** **MILLCREEK, UTAH**

ISSUE **SD SET**

SHEET DESCRIPTION **SITE PLAN** **SCHEME 05**

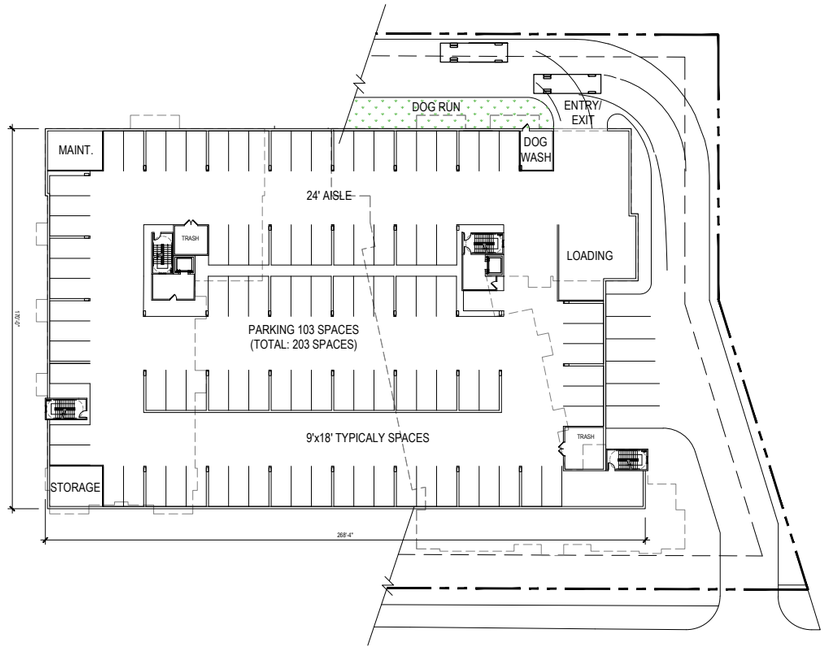
JOB NUMBER **25120**

DATE **May. 28, 26**

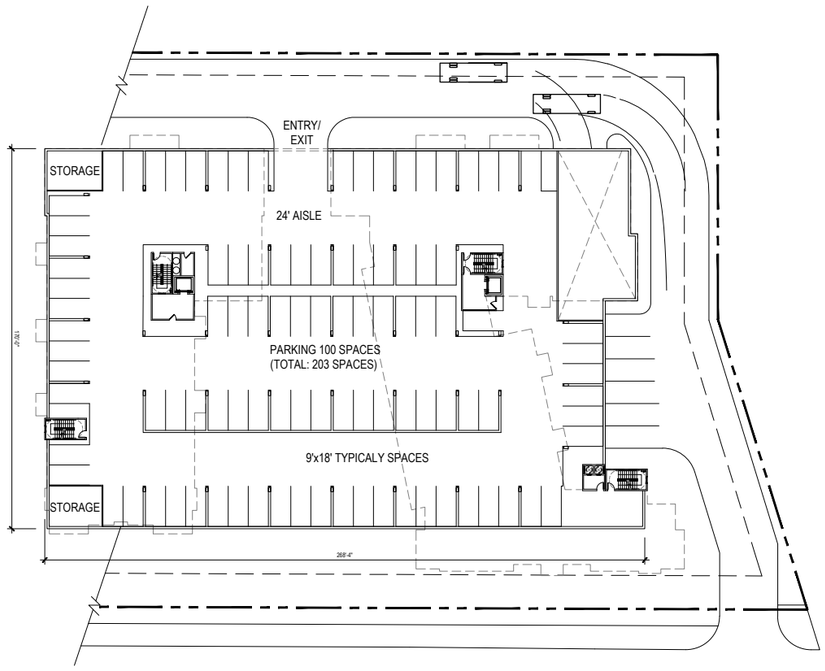
DRAWN BY **G.CH. & J.A.**

SHEET **A201**

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BASEMENT 1



BASEMENT 2

SCALE: 1/32" = 1'-0" (24"x36" SHEET)

0' 32' 64' 128'

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CLIENT
COWBOY

PROJECT INFO
LIBERTY COVE
MILLCREEK, UTAH

ISSUE
SD SET

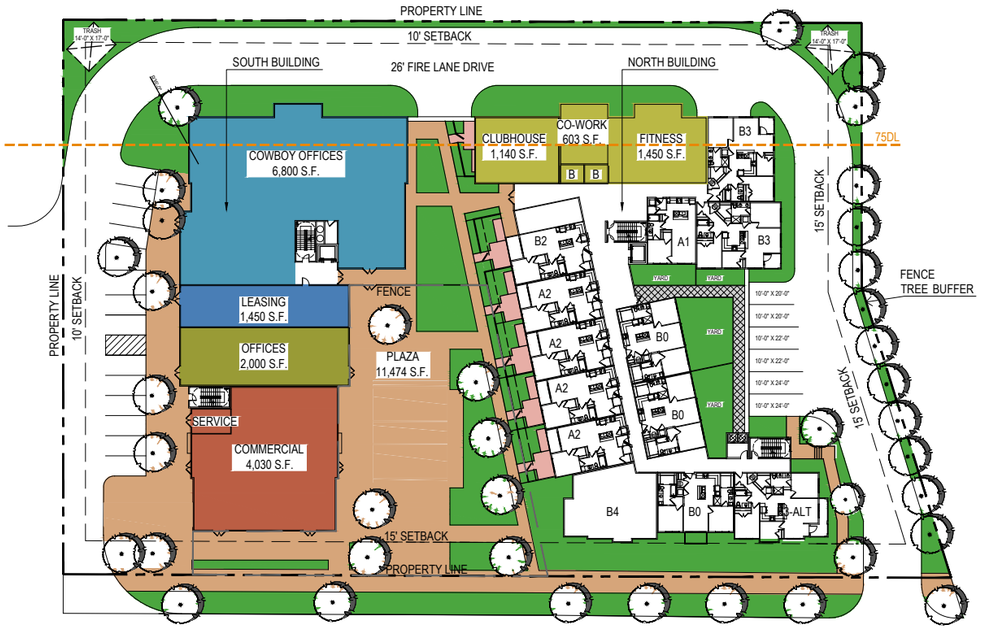
SHEET DESCRIPTION
BASEMENT 1 & 2

JOB NUMBER
25120

DATE
Mar. 24, 26
DRAWN BY
G.CH. & J.A.

SHEET
A410

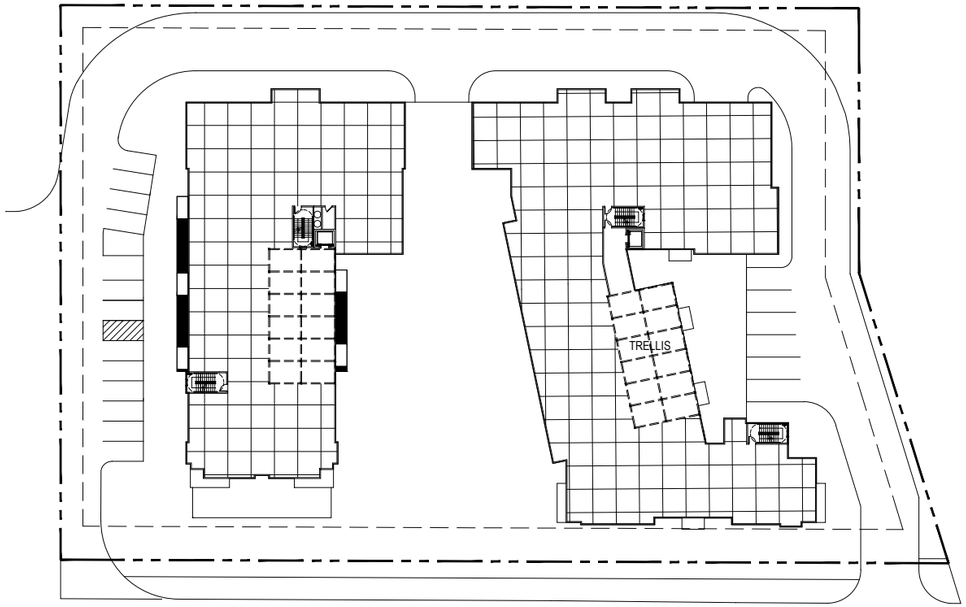
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1ST. FLOOR



2ND. & 3 RD. FLOOR



ROOF LEVEL

SCALE: 1/32" = 1'-0" (24"x36" SHEET)

0' 32' 64' 128'

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CLIENT
COWBOY

PROJECT INFO
LIBERTY COVE
MILLCREEK, UTAH

ISSUE
SD SET

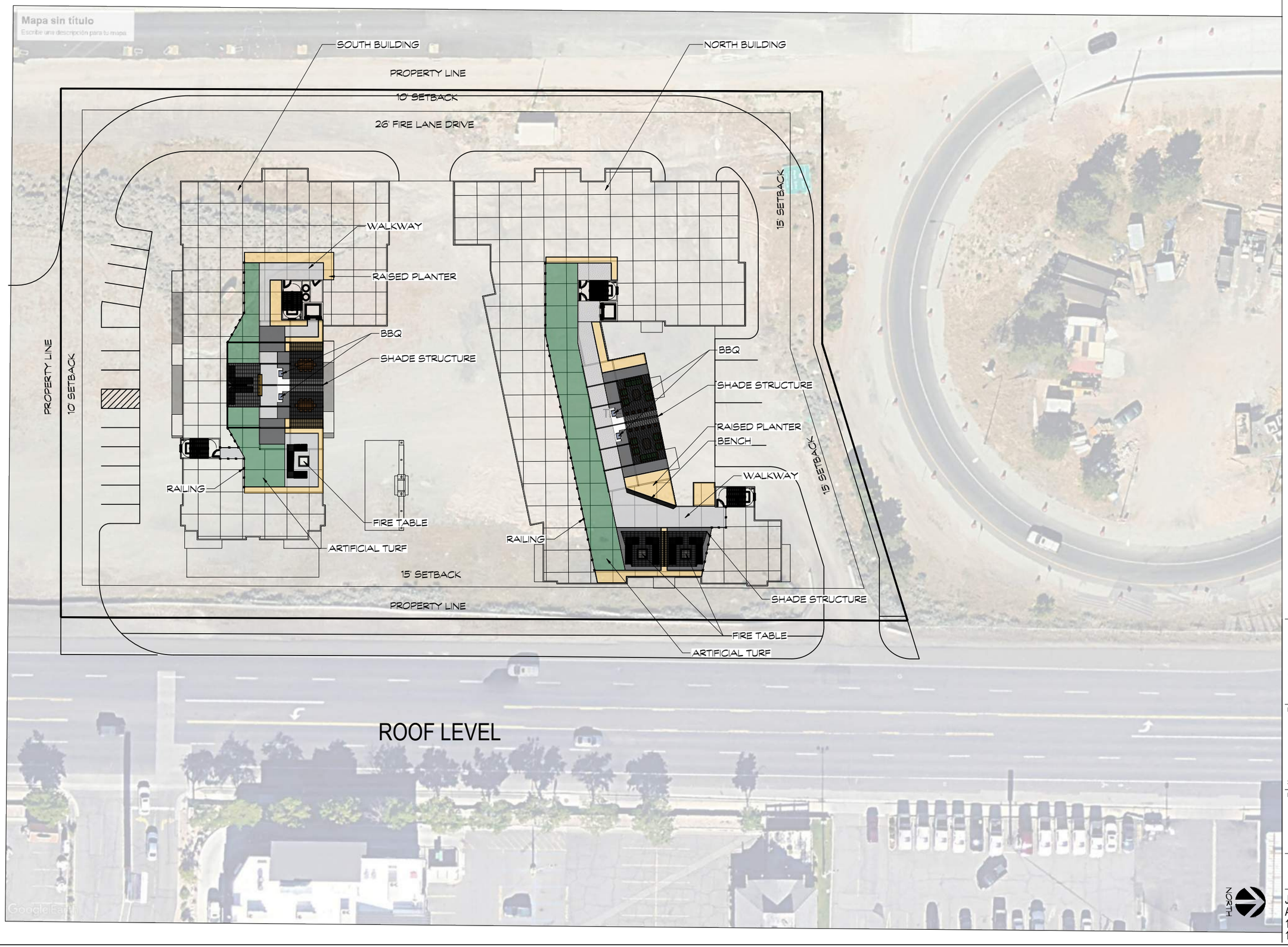
SHEET DESCRIPTION
FLOOR PLANS

JOB NUMBER
25120

DATE
May. 28, 26
DRAWN BY
G.CH. & J.A.

SHEET
A411

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GENERAL & KEYED NOTES

ACREAGE : 2.09

STEPPING STONE
LANDSCAPE DESIGNS CO.

PROJECT TITLE:

Liberty Cove

3950 South Wasatch Blvd — Millcreeek, UT

DRAWING SCALE

0 20 40 60 feet
SCALE:1" = 20'

All dimensions and size designations given are subject to verification on the job site and adjustment to fit job conditions
Designer is not an architect or engineer.

Job # SSD-053
April 16, 2026
1" = 40'-0" on 12"x18"
1" = 20'-0" on 24"x36"

Conceptual Roof Top Plan

2026-04-16, 15:24:40 G:\Shared drives\Berg Shared Drive\BERG & STEPPING STONE\COMMERCIAL\MILLCREEK\Liberty Cove\CAD\Liberty Cove Landscape Design - Concept 7.dwg
alexa

Exhibit B



SOUTH BLDG. - NORTH ELEVATION

OPENING CALCULATION:

WINDOWS: 33% APROX.



SOUTH BLDG. - EAST ELEVATION



NORTH BLDG. - EAST ELEVATION

OPENING CALCULATION:

WINDOWS: 21% APROX.

SCALE: 1" = 10' - 0" (24"x36" SHEET)

0' 10' 20' 40'

HUMPHREYS & PARTNERS ARCHITECTS, L.P.

5339 Alpha Rd., Suite 300, Dallas, TX 75240 | 972.701.9636 | www.humphreys.com

CLIENT: **COWBOY**

PROJECT INFO: **LIBERTY COVE**, **MILLCREEK, UTAH**

ISSUE: **SD SET**

SHEET DESCRIPTION: **ELEVATIONS**

JOB NUMBER: **25120**

DATE: **Mar. 25, 26**

DRAWN BY: **G.CH. & J.A.**

SHEET: **A412**

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SOUTH BLDG. - SOUTH ELEVATION

OPENING CALCULATION:

WINDOWS: 29% APROX.

NORTH BLDG.



SOUTH BLDG.



WEST ELEVATION

OPENING CALCULATION:

WINDOWS: 21% APROX.

OPENING CALCULATION:

WINDOWS: 27% APROX.

SCALE: 1" = 10' - 0" (24"x36" SHEET)

0' 10' 20' 40'

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CLIENT
COWBOY

PROJECT INFO
LIBERTY COVE
MILLCREEK, UTAH

ISSUE
SD SET

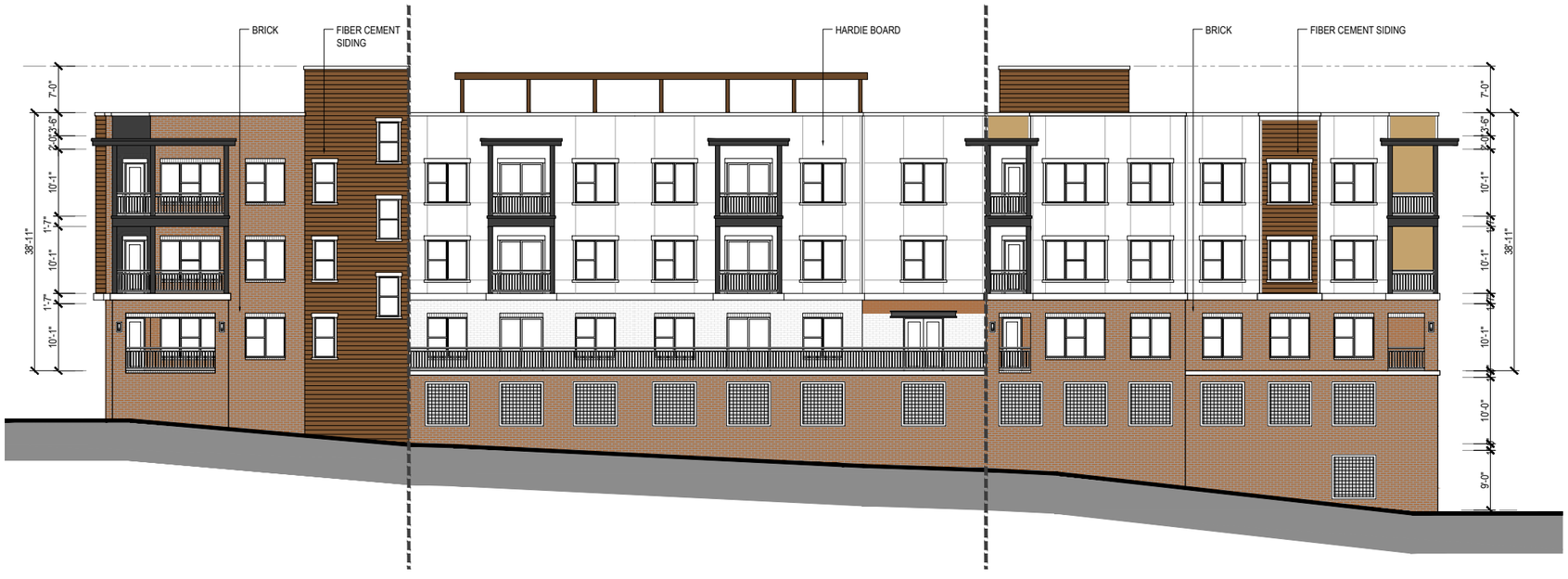
SHEET DESCRIPTION
ELEVATIONS

JOB NUMBER
25120

DATE
Mar. 25, 26
DRAWN BY
G.CH. & J.A.

SHEET
A413

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NORTH BLDG. - NORTH ELEVATION

OPENING CALCULATION:

WINDOWS: 18% APROX.



NORTH BLDG. - SOUTH ELEVATION

OPENING CALCULATION:

WINDOWS: 30% APROX.

SCALE: 1" = 10' - 0" (24"x36" SHEET)

0' 10' 20' 40'

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5339 Alpha Rd., Suite 300, Dallas, TX 75240 | 972.701.9636 | www.humphreys.com

CLIENT
COWBOY

PROJECT INFO
LIBERTY COVE
MILLCREEK, UTAH

ISSUE
SD SET

SHEET DESCRIPTION
ELEVATIONS

JOB NUMBER
25120

DATE
Mar. 25, 26
DRAWN BY
G.CH. & J.A.

SHEET
A414

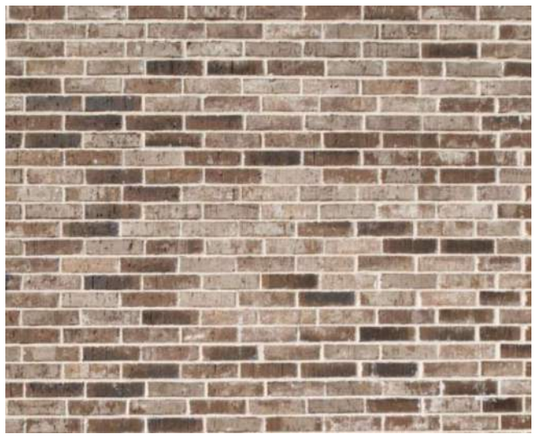
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SOUTH BLDG. - NORTH ELEVATION

OPENING CALCULATION:

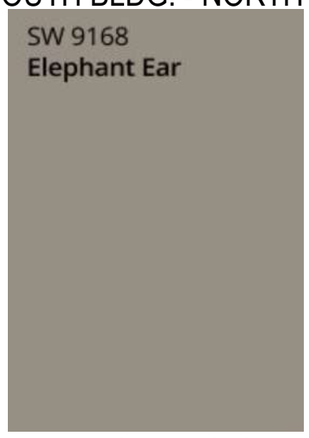
WINDOWS: 33% APROX.



BRICK:
ACME BRICK
ALLENDALE- KING - HERITAGE



FIBER CEMENT SIDING:
ALLURA WOODTONE
ASPEN RIDGE



HARDI BOARD COLOR:
MAIN FIELD
SW 9168



HARDI BOARD COLOR:
ACCENT
SW 7055



METAL RAILING/AWNING COLOR:

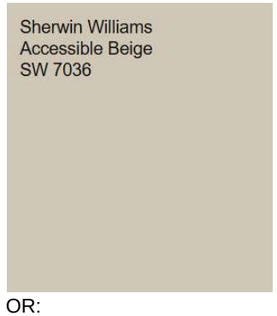
SW 7069



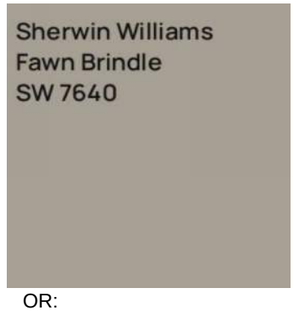
OR:
ACME BRICK
ABBEVILLE- QUEEN - HERITAGE



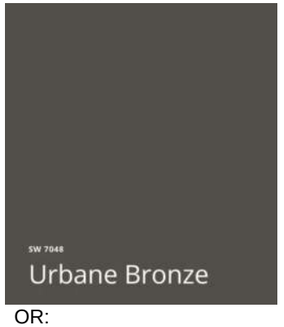
OR:
ALLURA WOODTONE
SUMMER WHEAT



OR:
MAIN FIELD
SW 7036



OR:
ACCENT
SW 7640



OR:
METAL
SW 7048

MATERIAL AND COLOR SELECTIONS

SCALE: 1" = 10' - 0" (24"x36" SHEET)

0' 10' 20' 40'

NOTE:
SELECTED MATERIALS AND COLORS ARE PRELIMINARY TO SHOW COLOR FAMILY AND MATERIAL CHARACTERS. FINAL SELECTION ARE SUBJECT TO CHANGE AS LONG AS THEY ARE SIMILAR TO WHAT'S PRESENTED

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CLIENT: COWBOY

PROJECT INFO: LIBERTY COVE, MILLCREEK, UTAH

ISSUE: SD SET

SHEET DESCRIPTION: ELEVATIONS

JOB NUMBER: 25120

DATE: Mar. 19, 26

DRAWN BY: G.CH. & J.A.

SHEET: A416

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FIBER CEMENT SIDING:
ALLURA WOODTONE
ASPEN RIDGE



OPENING CALCULATION:

WINDOWS: 33% APROX.

SOUTH BLDG. - NORTH ELEVATION



BRICK:
ACME BRICK
OYSTER COVE- QUEEN - HERITAGE



Idaho Drystack - Grey Quartzite
OR:
CORONADO STONE
(ACCENT ONLY)



King 3 x 3 x 10



Country Rubble - Aspen
OR:
CORONADO STONE
(ACCENT ONLY)





Eastern Mountain Ledge® - Provo Canyon Grey
OR:
CORONADO STONE
(ACCENT ONLY)





Eastern Mountain Ledge® - Palmetto Blend
OR:
CORONADO STONE
(ACCENT ONLY)





Eastern Mountain Ledge® - Dakota Brown
OR:
CORONADO STONE
(ACCENT ONLY)



SCALE: 1" = 10' - 0" (24"x36" SHEET)

0' 10' 20' 40'

MASONRY SELECTION OPTIONS

NOTE:
SELECTED MATERIALS AND COLORS ARE PRELIMINARY TO SHOW COLOR FAMILY AND MATERIAL CHARACTERS. FINAL SELECTION ARE SUBJECT TO CHANGE AS LONG AS THEY ARE SIMILAR TO WHAT'S PRESENTED

HUMPHREYS & PARTNERS
ARCHITECTS, L.P.
5339 Alpha Rd., Suite 300, Dallas, TX 75240 | 972.701.9636 | www.humphreys.com

CLIENT: COWBOY

PROJECT INFO: LIBERTY COVE, MILLCREEK, UTAH

ISSUE: SD SET

SHEET DESCRIPTION: ELEVATIONS

JOB NUMBER: 25120

DATE: Mar. 19, 26

DRAWN BY: G.CH. & J.A.

SHEET: A417

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Exhibit C



GENERAL & KEYED NOTES

ACREAGE : 2.09

NORTH

STEPPING STONE
LANDSCAPE DESIGNS CO.

PROJECT TITLE:

Liberty Cove

3950 South Wasatch Blvd — Millcreek, UT

DRAWING SCALE

0 20 40 60 feet
SCALE:1" = 20'

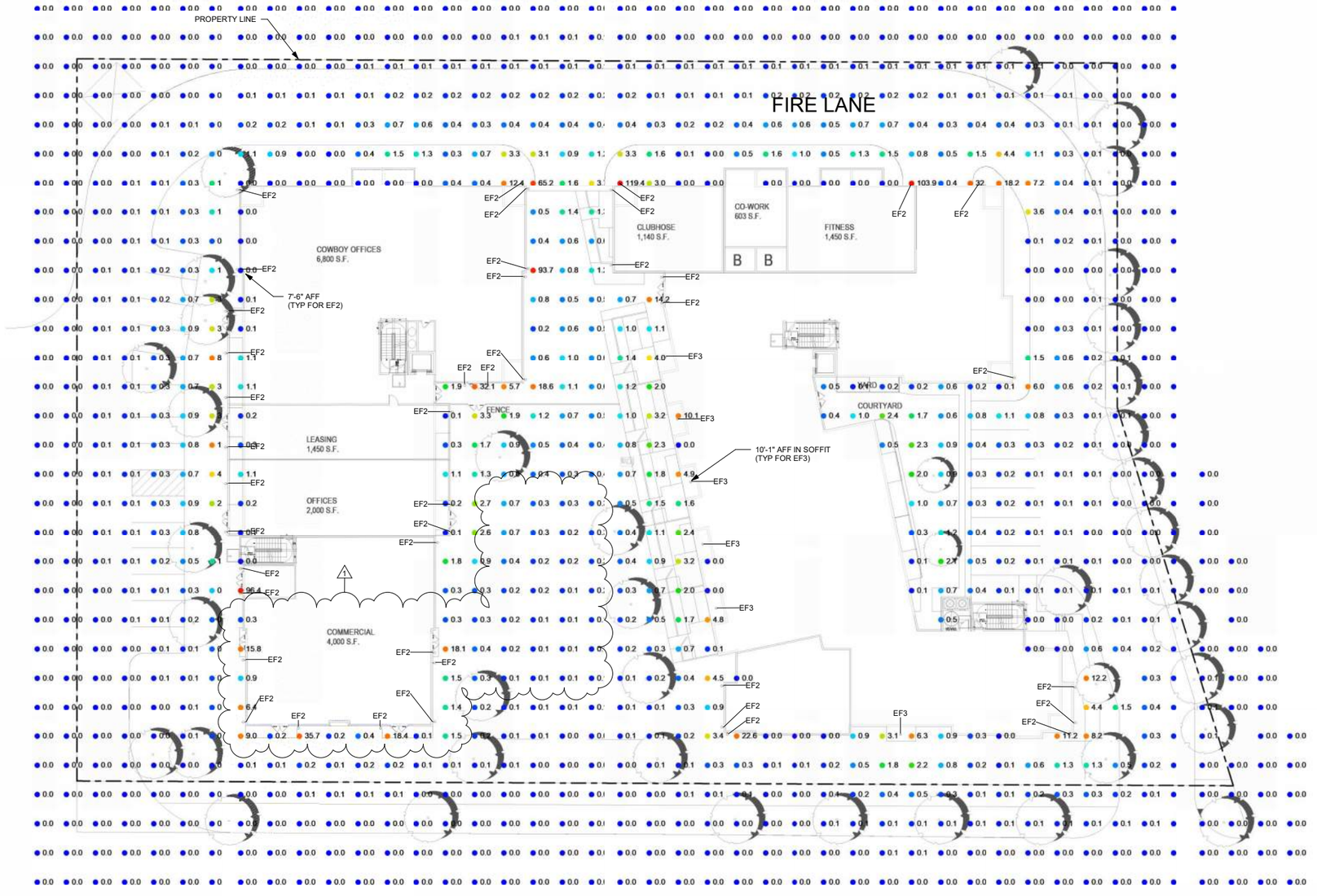
All dimensions and size designations given are subject to verification on the job site and adjustment to fit job conditions
Designer is not an architect or engineer.

Job # SSD-053
June 3, 2026
1" = 40'-0" on 12"x18"
1" = 20'-0" on 24"x36"

Conceptual Landscaping Plan

2026-06-03, 13:38:48 G:\Shared drives\Berg Shared Drive\BERG & STEPPING STONE\COMMERCIAL\MILLCREEK\Liberty Cove\CAD\Liberty Cove Landscape Base.dwg alexa

Exhibit D



1 PHOTOMETRIC LIGHTING PLAN
1" = 20'-0"

LIGHTING FIXTURE SCHEDULE					
Mark	Description	Manufacturer	Model	Wattage	Lamp	Count
EF2	6" Square wall downlight	Bruck	EXT-6QD-SW-30LM-30K-90-35D	27 W	LED	46
EF3	4" recessed can	Alphabet	NU4-RA-SW-15LM-30K-90CRI-35D-NA-DL-UNV-LUT	13 W	LED	88

TOTAL LUMENS OF EXTERIOR FIXTURES
46 @ 2700 LUMENS (EF2) = 124,200 LUMENS
88 @ 1080 LUMENS (EF3) = 95,040 LUMENS
219,240 LUMENS TOTAL

1

18.68.030 Outdoor Lighting Design

A. Location. Outdoor lighting shall be designed at the minimum necessary to provide for the safety and functionality of the property. Outdoor lighting shall be limited to areas with a functional purpose (including but not limited to doors, pathways, driveways, parking areas, outdoor gathering areas). The following outdoor lighting is permitted:
1. Entrances to buildings (including garages)
2. Pathways and walkways
3. Outdoor gathering areas
4. Architectural and landscape lighting provided the following are met:
a. The light fixture is mounted on and directed onto the front of a commercial building so that the light falls on the building, not on the ground abutting the building or into the night sky.
b. The light fixture is sufficiently shielded so that the light source does not trespass beyond the property lines.
c. The light fixture uses a low lumen count (less than 2,000 degrees Kelvin).
5. Lighting for security purposes shall satisfy the following:
a. Lighting is activated by motion sensor and does not stay on for longer than five (5) minutes.
b. Lighting is placed and directed so that no direct illumination surpasses property lines and satisfies the standards outlined in MKZ 18.68.030 (D).
6. Outdoor water features may be illuminated shall satisfy the following:
a. The light fixtures are angled at or below the horizontal plane.
b. The light fixture is placed underneath or behind the water so that the water diffuses the light from all points where the light is visible.
c. The light source is 1,000 lumens or less.
B. Light Color Temperature. All outdoor lighting shall be a warm light temperature color. All light sources for outdoor lighting temperature shall be equal to or less than 3,000 degrees Kelvin.
C. Fully Shielded Fixture Requirements. Unless otherwise stated in this section, all outdoor lighting shall include fully shielded fixtures and shall be installed so light is directed downward with no light emitting above the horizontal plane extending from the bottom of the light fixture. The following characteristics shall qualify as "fully shielded":
1. The top and sides of the fixture shall be made of completely opaque material, so light escapes only from the bottom of the fixture.
2. For fixtures mounted on or attached to a building or structure other than a parking lot light pole or a sign, the bottom of the light source shall be at least two inches higher than the bottom of the fixture housing.
3. Structures such as eaves, overhangs, canopies, or patio convers are not considered when determining whether a fixture is fully shielded.
4. If mounted on or attached to a building or structure to a building other than a parking lot light pole, the light source of the fixture shall not be visible from any point not on the property where the fixture is located.
D. Light Trespass Standards. The following standards apply to all outdoor lighting fixtures with the intent to limit light trespass from one property to another:
1. All outdoor light fixtures shall be located, aimed, and shielded so that any direct illumination from the light fixture is confined to the property in which the fixture is installed. Permissible light shielding configurations are illustrated in Figure 18.68.1.
2. Any light fixture with an output of 10,000 lumens that is located within 50 feet of a residential property line (including but not limited to multiple-household development) or public right-of-way shall utilize either an internal or external shield, in which the light fixture is oriented to prevent direct illumination over the adjacent property or right-of-way and the shield shall be painted in a way that minimizes reflections.
E. Exemptions. An outdoor light fixture with a total light output of less than 1,000 lumens is exempt from the shielding requirements, provided the following are satisfied:
1. The fixture has a top that is entirely opaque to ensure that no light is directed upwards.
2. The fixture's sides completely cover the light that is made of semi-opaque to opaque material and may have incidental decorative perforations that emit small amount of light. Completely transparent materials, such as glass, are not allowed.
3. The light source shall not be visible from any point outside of the property in which the fixture is located.

CONSTRUCTION NOTES

1. GRID VALUES SHOWN ARE FOOT-CANDLES AT GROUND LEVEL.
2. CONTRIBUTION OF LIGHT FROM EXISTING PARKING LOT POLE LIGHTS AND STREET LIGHTS IS NOT INCLUDED IN ANALYSIS.

DATE
JULY 2026

epic ENGINEERING

REVISIONS

MARK	DATE	DESCRIPTION
1	7-9-26	Food truck & pavilion removed

DRAWN: KDC
DESIGNER: KDC
REVIEWED: DIO
PROJECT # 26SM____

SCALES
1" = 20'-0"

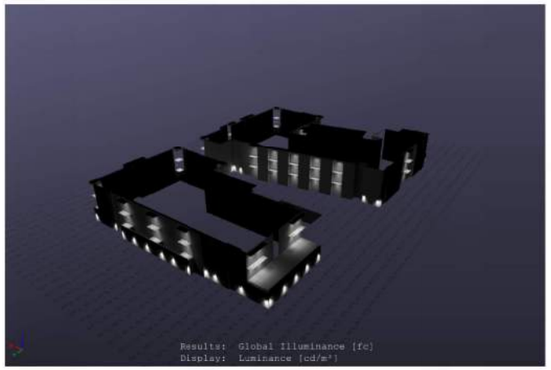
PROJECT NAME:
LIBERTY COVE

PROJECT LOCATION:
3950 S WASATCH BLVD
MILLCREEK, UT

SHEET TITLE:
PHOTOMETRIC LIGHTING PLAN

PLAN SET: SITE PCKG
SHEET E1.2

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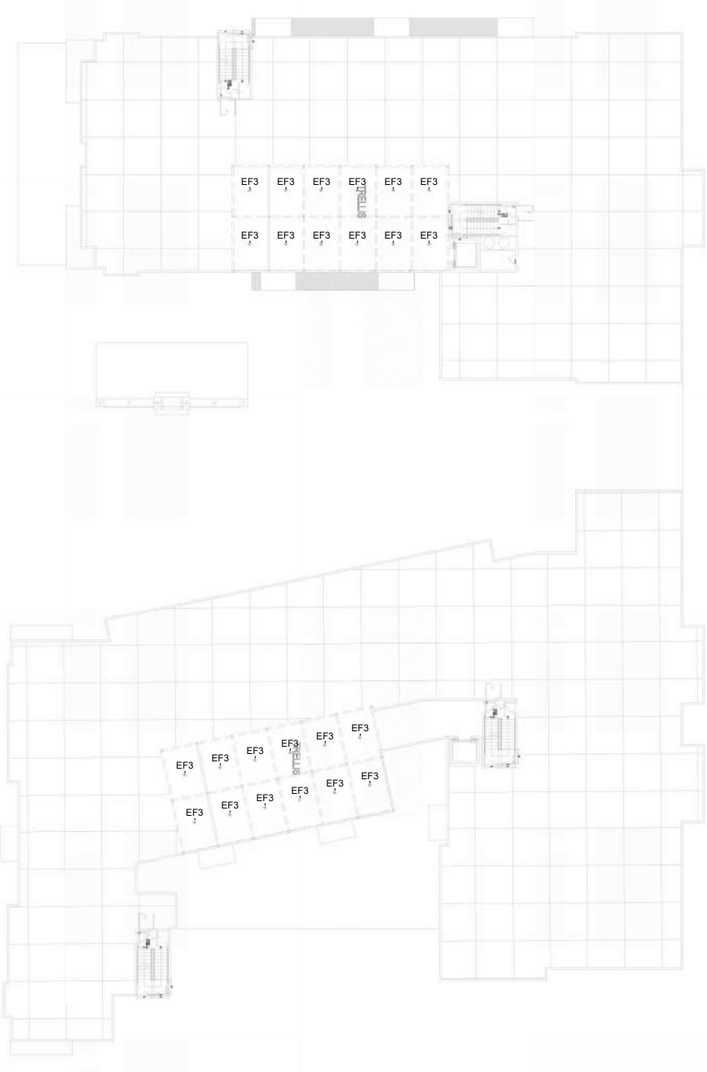




1 2ND LVL EXTERIOR LIGHTING
1" = 20'-0"



2 3RD LVL EXTERIOR LIGHTING
1" = 20'-0"



3 ROOF EXTERIOR LIGHTING
1" = 20'-0"

CONSTRUCTION NOTES

DATE
JULY 2026

epic ENGINEERING

REVISIONS

MARK	DATE	DESCRIPTION

DRAWN: KDC
DESIGNER: KDC
REVIEWED: DIO
PROJECT # 26SM____

SCALES
1" = 20'-0"

PROJECT NAME:
LIBERTY COVE

PROJECT LOCATION:
3950 S WASATCH BLVD
MILLCREEK, UT

SHEET TITLE:
UPPER LEVEL EXTERIOR LIGHTING

PLAN SET: SITE PCKG

SHEET E1.3

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bruck

PROJECT INFORMATION			
JOB NAME		TYPE	
ORDERING CODE			

SERA 6

6" Square Down IP65 Wall

25° - 55° BEAM (Note: Specifications are subject to change without notice)		
14mm COB PERFORMANCE DATA		
LED LIGHT ENGINE	NOMINAL DELIVERED LUMENS	SYSTEM WATTAGE
30LM	2700LM @30K/90CRI	27W
Notes	Delivered lumens based on 25D optic. (see page 2)	

EF2



FEATURES
- Pre finish anodizing process for corrosive-inhibiting protection
- 2 Finish options: Anthracite or Silver
- 3000K or 4000K CCT options
- 25° - 55° Optical beam control
- Louver (SHL) accessory
- IP65 Rated

DIMMING AND CONTROLS
- 0-10V dimming

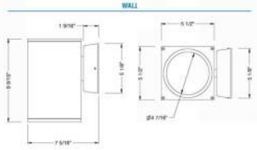
CONSTRUCTION
- Extruded aluminum housing
- Anodized and powder coat finish
- Mount to 3-1/2" to 4" octagonal or 4" square recessed junction box

LED
- LED: Zigen ZSACGD134Z05
- SDCM: 3-step MacAdam Ellipse
- Lumen Maintenance: L_{70} > 60,000 hrs

LISTING
- ETLus Listed to UL1598 (suitable for wet locations)
- cETL Listed to CSA C22.2 #250.0
- Warranty: 5 year limited warranty
- BUG Rating: B1 - U1 - G
- 3000k or warmer must be selected for International Dark-Sky Association approval

ELECTRICAL
- 120V-277V
- Ambient operating temperature -20°C/-4°F to +40°C/+104°F

WALL



bruck

PROJECT INFORMATION			
JOB NAME		TYPE	
ORDERING CODE			

BEAM ORDERING CODE		
SERIES	EXT	exterior
TYPE	6QD	6" square wall down, 27W
LED	SW	standard white
DELIVERED LUMENS	30LM	2700 lm
		Standard Configuration: 3000K Calculated Delivered Lumens = [Delivered Lumen Value] x [CCT Multiplier] x [Optic Multiplier]
CCT	30K	3000K
	40K	4000K
CRI	90	90 CRI
OPTIC & LM MULTIPLIER SEE PAGE 3	25D	25° reflector (1.00)
	35D	35° reflector (0.94)
	55D	55° reflector (0.98)
	SLT	70° X 10° louver (0.05)
FINISH	BK	anthracite
	SV	silver

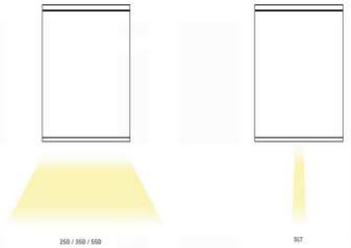
BEAM ORDERING CODE		
MOUNTING OPTIONS	W	wall mount
VOLTAGE	UNV-10V	120V-277V integrated driver, flicker free 0-10V dimming to 10%

YOUR COMPLETED ORDERING CODE

Follow the steps to specify your fixture, example:

EXT - 6QD - SW - 30LM - 30K - 90 - 35D - BK - W - UNV - 10V

NOTES
1. SM louver for light effect, not available with 25D/35D/55D.
2. Up or down wall mounting. Not BUG or Dark Sky rated in up mount.



alphabet

PROJECT INFORMATION			
JOB NAME		TYPE	
ORDERING CODE			

NU4

4" Round Adjustable Standard White JA8

20° - 55° BEAM (Note: Specifications are subject to change without notice)		
9mm COB PERFORMANCE DATA		
LED LIGHT ENGINE	NOMINAL DELIVERED LUMENS	SYSTEM WATTAGE
10LM	740LM @30K/90CRI	9W
15LM	1080LM @30K/90CRI	13W
20LM	1401LM @30K/90CRI	17W
25LM	1710LM @90K/90CRI	22W
Notes	Delivered lumens based on 35D optic with clear lens. (see page 2)	

15° BEAM (Note: Specifications are subject to change without notice)		
6mm COB PERFORMANCE DATA		
LED LIGHT ENGINE	NOMINAL DELIVERED LUMENS	SYSTEM WATTAGE
10LM	730LM @30K/90CRI	11W
15LM	1025LM @30K/90CRI	15W
Notes	Delivered lumens based on 15D optic with clear lens. (see page 2)	

EF3

T24 JA8–2022





FEATURES
- True 40° Tilt with <5% beam disruption (clipping)
- Zero ceiling line obstruction at Full Tilt
- Concentric Tilt Tracking ensures minimal light loss
- 1/16" micro flange
- 15° - 55° optical beam control
- UGR <5
- Multiple mounting, glare control options, trims, and finishes available

DIMMING AND CONTROLS
- Lutron Hi-lume 2-Wire (Eco System) dimming to 1%
- Leading & trailing edge (Triac/ELV) dimming to 1%

CONSTRUCTION
- Lexan® (PC) highly resistant to impact and heat (240°F)
- Optimal material for wireless signal connectivity
- Shatter proof acrylic bezel lens
- Electrocoated 16-gauge cold-rolled steel construction
- Accommodates ceiling thickness from 0.4" to 2.0"

LED
- 90 CRI: 5DCM = 2-step MacAdam Ellipse, Lumen Maintenance: L_{90} > 66,000 hrs

LISTING
- UL us Listed to UL1598 & UL2108; cUL Listed to CSA C22.2 #250.0
- IP65 with lens - Suitable for wet locations with lens - Suitable for damp locations without lens
- Non-conductive, dead-front construction (shower approved)
- NSF/ANSI-2 with lens (Non-Food and Splash Zones)
- 5 Year Limited warranty

ELECTRICAL
- 120V-277V, 120 only Triac / ELV
- Power factor ≥ 0.9
- 2kV driver input surge protection
- Remote emergency test switch
- 1kW (726 CEC) EM 90min battery
- Max. ambient installation temperature 35°F (35°C)

FIXTURE HEIGHT



TRIMMED



TRIMLESS



MILLWORK



alphabet

PROJECT INFORMATION			
JOB NAME		TYPE	
ORDERING CODE			

15°- 55° BEAM ORDERING CODE		
SERIES	NU4	NU4
TYPE	RA	round adjustable
	RAT	round adjustable trimless
	RATMW	round adjustable trimless millwork
LED	SW	standard white
DELIVERED LUMENS	10LM	710 lm
	15LM	1040 lm
	20LM	1330 lm
	25LM	1560 lm
		Standard Configuration: 3000K 35D Calculated Delivered Lumens = [Delivered Lumen Value] x [CCT Multiplier] x [Optic Multiplier] x [Lens Multiplier]
CCT	27K	2700K
	30K	3000K
	35K	3500K
	40K	4000K
CRI	90	90 CRI
OPTIC & LM MULTIPLIER SEE PAGE 3	15D	15 degrees (1.05)
	20D	20 degrees (0.93)
	25D	25 degrees (0.96)
	35D	35 degrees (1.00)
	55D	55 degrees (0.97)
TIR OPTIC ACCESSORY	NA	no accessory
	not available	
BEZEL LENS SEE PAGE 3	CL	clear lens (0.98)
	DL	diffused lens (0.91)
	HET	high efficiency textured lens, similar to Solite™ (0.92)
	SBL	smoothing beam lens (0.92)
TRIM COLOR SEE PAGE 3	BK	black
	WH	white
	MC	matte chrome
	BZ	bronze
	WT	wheat
	Not applicable to trimless option. Do not include in trimless ordering code.	
BEZEL COLOR SEE PAGE 3	BK	black
	WH	white
	BZ	bronze
	MC	matte chrome
	WT	wheat

15°- 55° BEAM ORDERING CODE		
MOUNTING OPTIONS SEE PAGE 4	IC	insulation contact housing
VOLTAGE	120	120V
	UNV	120V-277V
DIMMING	LUT	Lutron Hi-lume Ecosystem dimming to 1%, Soft-on & Fade-to-Black leading & trailing edge (Triac/ELV) dimming to 1%
	ELV[1]	
ELECTRICAL OPTIONS	EMDCA20	remote emergency battery backup, 90 minutes at 10W to LED, CA title 20

ADDITIONAL MOUNTING INFO	
New-Construction Bar Hangers (included)	Mounting Length: 14-3/4" to 25"
Extension Kit p/n: K25266 (ordered separately, 1 per fixture)	Extends a pair of Bar Hangers Total Mounting Length: 29" to 48"

YOUR COMPLETED ORDERING CODE

Follow the steps to specify your fixture, example:

NU4 - RA - SW - 20LM - 35K - 90 - 35D - NA - HET - WH - WH - IC - 120 - ELV1

NOTES
1. ELV only available in 10LM/15LM. Not available with DL lens options.
2. ELV1 (120V) not available in 10LM with 25D/25D/35D/55D Optics.

C:\Users\kevin\Desktop\Projects\2026\Liberty Cove - site survey\LIBERTY COVE_PHOTOMETRIC.rvt

LIGHTING FIXTURE SCHEDULE

Mark	Description	Manufacturer	Model	Wattage	Lamp	Count
EF2	6" Square wall downlight	Bruck	EXT-6QD-SW-30LM-30K-90-35D	27 W	LED	46
EF3	4" recessed can	Alphabet	NU4-RA-SW-15LM-30K-90CRI-35D-NA-DL-UNV-LUT	13 W	LED	88

CONSTRUCTION NOTES

DATE

JULY 2026

epic ENGINEERING

REVISIONS

MARK	DATE	DESCRIPTION

DRAWN: KDC
DESIGNER: KDC
REVIEWED: DIO

PROJECT # 26SM____

SCALES

0 1"

BAR SCALE MEASURES 1" WHEN PLOTTED AT FULL SCALE

PROJECT NAME:

LIBERTY COVE

PROJECT LOCATION:

3950 S WASATCH BLVD
MILLCREEK, UT

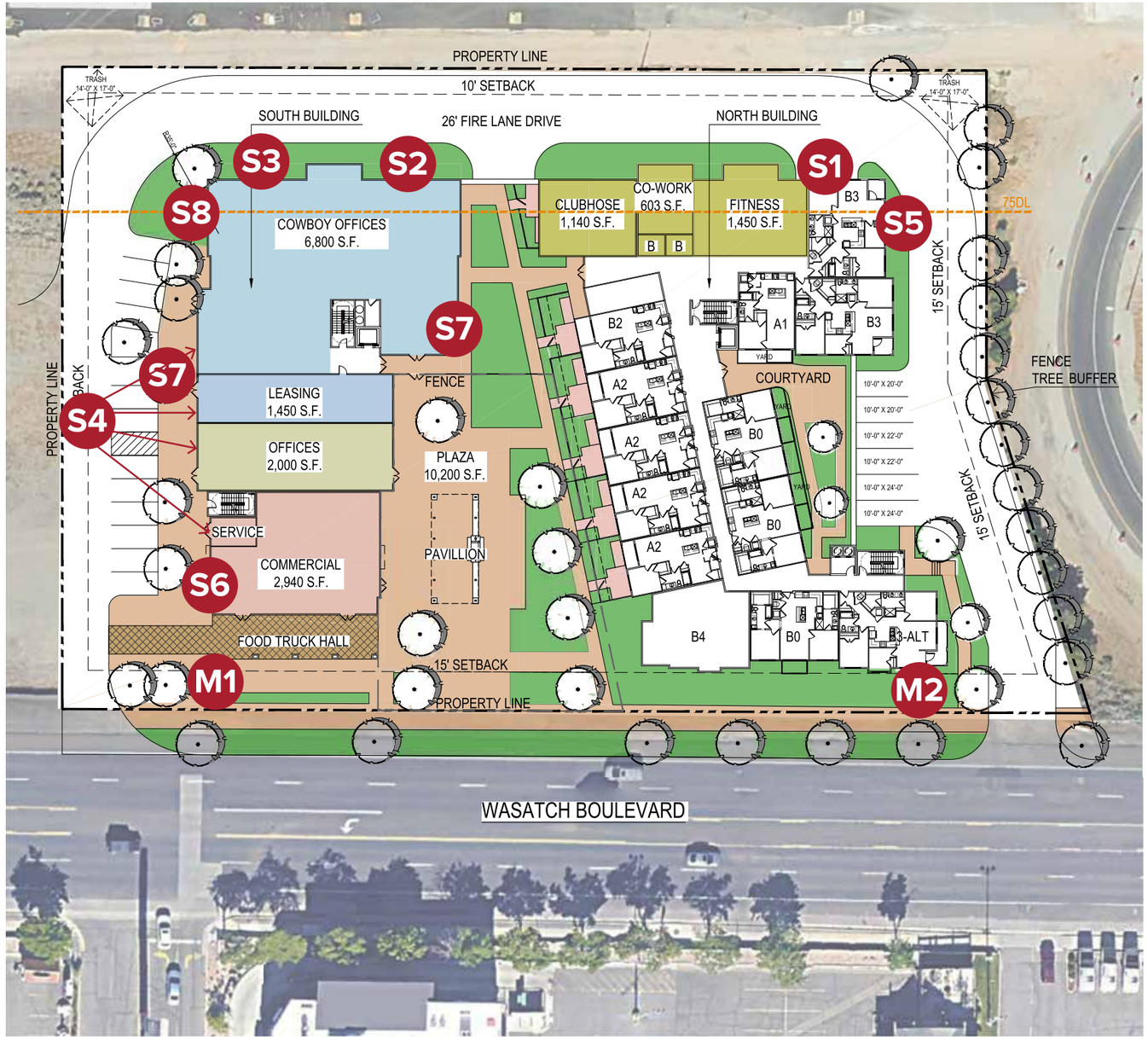
SHEET TITLE:

EXTERIOR LIGHT FIXTURES

PLAN SET: SITE PCKG

SHEET E1.4

Exhibit E



- **S1** FRONT-ILLUMINATED CHANNEL LETTERS
- **S2** FRONT-ILLUMINATED CHANNEL LETTERS
- **S3** FRONT-ILLUMINATED CHANNEL LETTERS
- **S4** "TENANT" LETTERS ON CANOPIES
- **S5** FRONT/HALO LETTERS "LIBERTY COVE"
- **S6** "TENANT" LETTERS ON CANOPY
- **S7** D/F ILLUMUMINATED BLADE SIGN
- **S8** "LIBERTY COVE" CHANNEL LETTERS
- **M2** MONUMENT FRONT LIT CHANNEL LETTERS
- **M2** MONUMENT CHANNEL LETTERS ON BEAMS

Salt Lake City Signarama
info@signaramaslc.com
3480 S. Main Street
SLC, Utah 84115
801.484.5576

Cowboy Partners Liberty Cove — Client Name
25366 — Order Number
4074 South Wasatch Blvd Millcreek Utah — Site Address
Geoff — Account Rep.
6/30/2026 — Date
4 — Proof
Christine — Designer

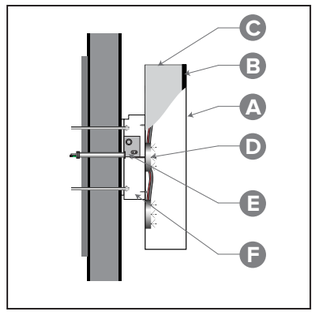
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NORTH BLDG.





MANUFACTURING

SIGN TYPE

FRONT ILLUMINATED CHANNEL LETTERS ON RACEWAYS

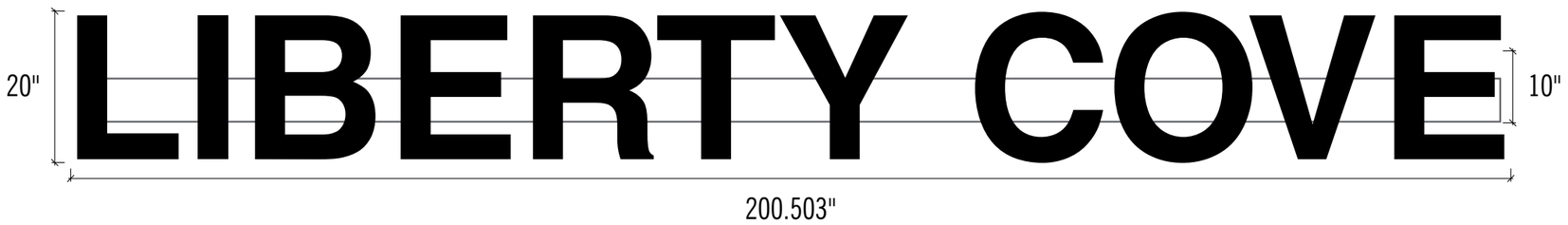
QTY: 1

- A 3/16" SG WHITE PLEX ACRYLIC WITH VINYL (V1) APPLY TO FACES.
- B 1" BLACK TRIMCAP.
- C 3" DEEP .040 ALUMINMUM BLACK RETURNS.
- D WHITE LED ILLUMINATION.
- E 110V POWER SUPPLY INSIDE RACEWAY.
- F RACEWAY FLUSH MOUNTED TO WALL. COLOR WHITE

INSTALLATION

.

WEST ELEVATION



COLOR SCHEDULE

[V1] BLACK PERF

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801.484.5576

Cowboy Partners
Liberty Cove
Client Name

25366
Order Number

4074 South Wasatch Blvd
Millcreek Utah
Site Address

Geoff
Account Rep.

Date

Proof

Christine
Designer

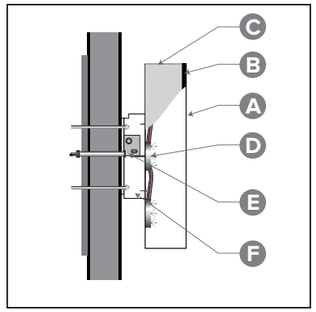
1:200:20
Scale

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Date

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SIGN TYPE

FRONT ILLUMINATED CHANNEL LETTERS ON RACEWAYS

QTY: 1

- **A** 3/16” SG WHITE PLEX ACRYLIC WITH VINYL (V1) APPLY TO FACES.
- **B** 1” BLACK TRIMCAP.
- **C** 3” DEEP .040 ALUMINMUM BLACK RETURNS.
- **D** WHITE LED ILLUMINATION.
- **E** 110V POWER SUPPLY INSIDE RACEWAY.
- **F** RACEWAY FLUSH MOUNTED TO WALL. COLOR WHITE

INSTALLATION

.

SOUTH BLDG.



WEST ELEVATION

COLOR SCHEDULE

[V1] BLACK PERF



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Cowboy Partners
Liberty Cove
Client Name

25366
Order Number

4074 South Wasatch Blvd
Millcreek Utah
Site Address

Geoff
Account Rep.

Date

Proof

Christine
Designer

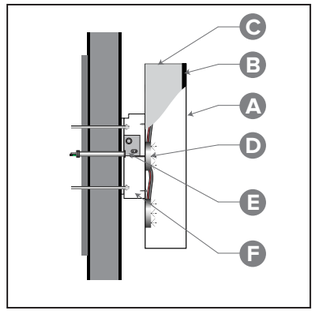
1:200:20
Scale

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SIGN TYPE

FRONT ILLUMINATED CHANNEL LETTERS ON RACEWAYS

QTY: 1

- **A** 3/16” SG WHITE PLEX ACRYLIC WITH VINYL (V1) APPLY TO FACES.
- **B** 1” BLACK TRIMCAP.
- **C** 3” DEEP .040 ALUMINMUM BLACK RETURNS.
- **D** WHITE LED ILLUMINATION.
- **E** 110V POWER SUPPLY INSIDE RACEWAY.
- **F** RACEWAY FLUSH MOUNTED TO WALL. COLOR WHITE

INSTALLATION

.

SOUTH BLDG.



WEST ELEVATION



COLOR SCHEDULE

[V1] BLACK PERF

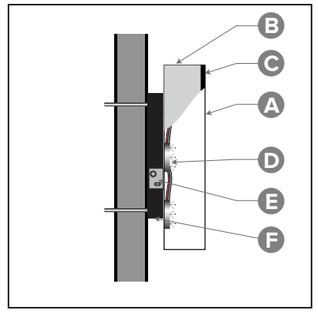
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SIGN TYPE

S4 - FRONT LIT CHANNEL LETTERS ON A RACEWAYS

QTY: 1 EACH = 4

- **A** 3/16” SG WHITE PLEX ACRYLIC WITH VINYL (V1) APPLIED TO FACES.
- **B** 3” DEEP .040 ALUMINUM BLACK (C1) RETURNS.
- **C** BLACK (C1) TRIMCAP.
- **D** 4000K LED ILLUMINATION.
- **E** 110V POWER SUPPLY MOUNTED INSIDE RACEWAY
- **F** 6” H X 4” D RACEWAY PAINTED (P1) FLUSH MOUNTED TO TOP OF CANOPY, RACEWAY MOUNTED ON LOWER PORTION OF LETTERS



SOUTH BLDG. - SOUTH ELEVATION

INSTALLATION

• MOUNT TO TOP OF CANOPY, RACEWAY MOUNTED ON LOWER PORTION OF LETTERS

COLOR SCHEDULE

- [V1] BLACK PERFORATED
- [C1] BLACK
- [P1] TBD

210.315"

15" **COWBOY PARTNERS**

74.729"

15" **OFFICE**

172.731"

15" **LEASING OFFICE**

82.955"

15" **TENANT**

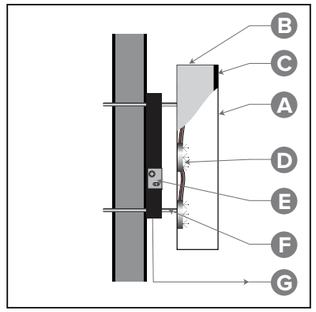
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SIGN TYPE

S8 - FRONT/HALO LIT CHANNEL LETTERS ON A RACEWAY

QTY: 1

- **A** 3/16" SG WHITE PLEX ACRYLIC WITH VINYL (V1) APPLIED TO FACES.
- **B** 2" DEEP .040 ALUMINUM BLACK (C1) RETURNS.
- **C** BLACK (C1) TRIMCAP.
- **D** 4000K LED ILLUMINATION.
- **E** 110V POWER SUPPLY MOUNTED INSIDE RACEWAY
- **F** 2" DEEP STANDOFFS.



SOUTH BLDG. - SOUTH ELEVATION

INSTALLATION

- MOUNT TO FASCIA ABOVE WINDOWS

COLOR SCHEDULE

- [V1] BLACK PERFORATED
- [C1] BLACK
- [P1] TBD

20" **LIBERTY COVE** 10"

200.503"

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Order Number

4074 South Wasatch Blvd
Millcreek Utah
Site Address

Geoff
Account Rep.

Date Proof

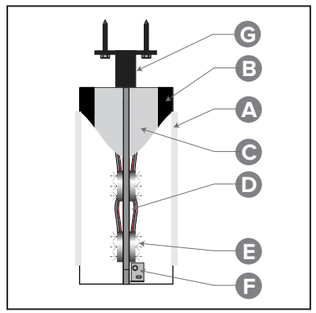
Christine 1:200:20
Designer Scale

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MANUFACTURING

SIGN TYPE

S-7 - D/F ILLUMINATED VERTICAL BLADE SIGN WITH ROUTED AND BACKED LETTERS

QTY: 1

- A 3/16” SG WHITE PLEX ACRYLIC WITH WITH SG WHITE PLEX LETTERS. 20" WIDE X 72" TALL X 6" DEEP
- B BLACK (C1) TRIMLESS FACES RETAINERS.
- C 6” DEEP (C1) RETURNS.
- D .080 ALUMINUM BACK
- E 4000K LED ILLUMINATION.
- F 110V POWER SUPPLY MOUNTED INSIDE CABINET.
- G ATTACED WITH 4" HORIZONTAL SUPPORT POSTS WITH 6" PLATES

INSTALLATION

• MOUNT TO FASCIA SOUTH BUILDING NORTH SIDE

COLOR SCHEDULE

[C1] BLACK



SOUTH BLDG. - SOUTH ELEVATION

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SLC, Utah 84115
801.484.5576

Cowboy Partners
Liberty Cove
Client Name

4074 South Wasatch Blvd
Millcreek Utah
Site Address

Date / Proof

25366
Order Number

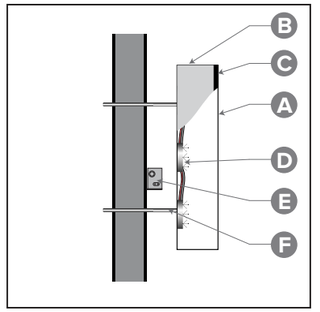
Geoff
Account Rep.

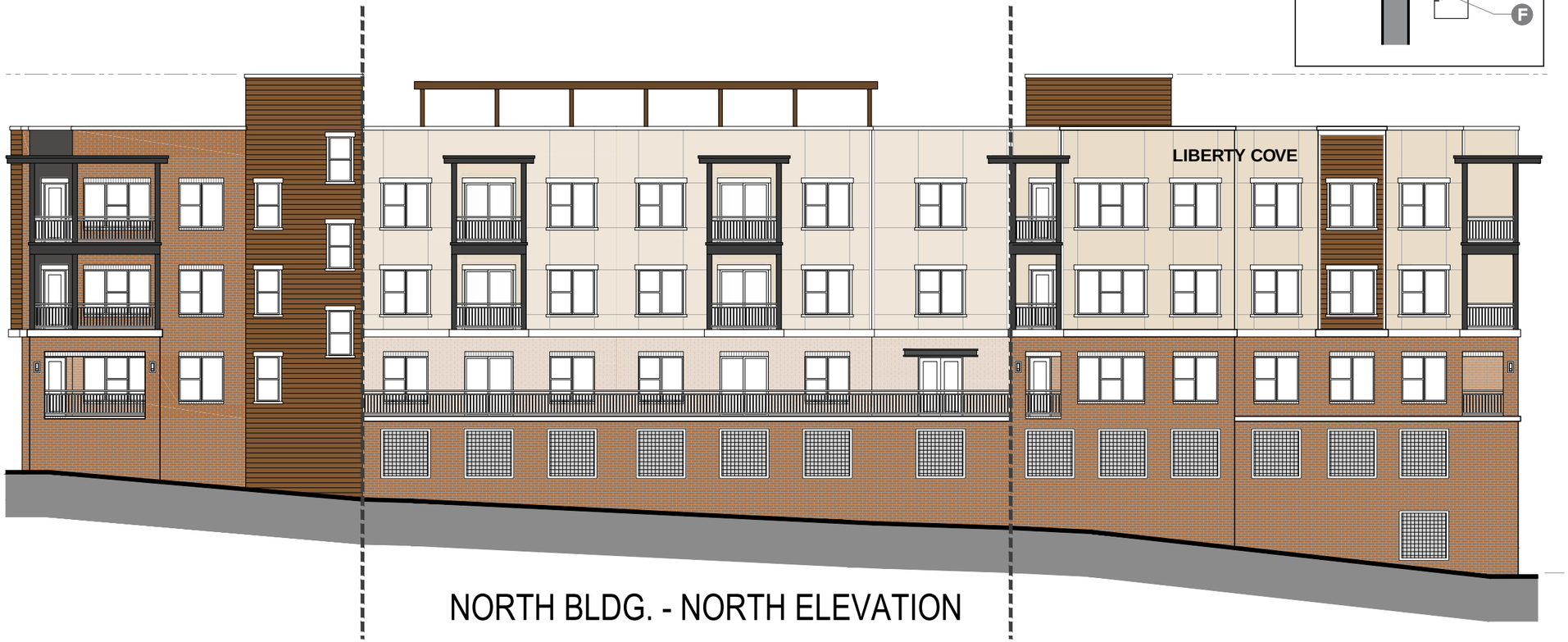
Christine / Designer
1:200:20 / Scale

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NORTH BLDG. - NORTH ELEVATION

SIGN TYPE

S5 - FRONT/HALO LIT CHANNEL LETTERS

QTY: 1

- A 3/16” SG WHITE PLEX ACRYLIC WITH VINYL (V1) APPLIED TO FACES.
- B 2” DEEP .040 ALUMINUM BLACK (C1) RETURNS.
- C BLACK (C1) TRIMCAP.
- D 4000K LED ILLUMINATION.
- E 110V POWER SUPPLY
- F 2” DEEP STANDOFFS.

INSTALLATION

• MOUNT TO FASCIA ABOVE WINDOWS LEFT SIDE

COLOR SCHEDULE
[V1] BLACK PERFORATED
[C1] BLACK

20"

LIBERTY COVE

200.504"

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Cowboy Partners
Liberty Cove
Client Name

4074 South Wasatch Blvd
Millcreek Utah
Site Address

Date Proof

25366
Order Number

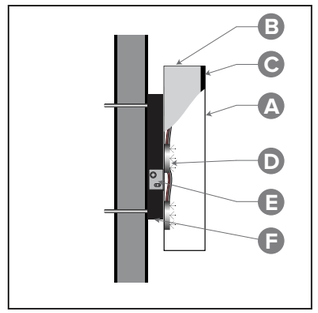
Geoff
Account Rep.

Christine 1:200:20
Designer Scale

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SIGN TYPE

S6 - FRONT LIT CHANNEL LETTERS ON A RACEWAYS

QTY: 2

- **A** 3/16” SG WHITE PLEX ACRYLIC WITH VINYL (V1) APPLIED TO FACES.
- **B** 3” DEEP .040 ALUMINUM BLACK (C1) RETURNS.
- **C** BLACK (C1) TRIMCAP.
- **D** 4000K LED ILLUMINATION.
- **E** 110V POWER SUPPLY MOUNTED INSIDE RACEWAY
- **F** 6” H X 4” D RACEWAY PAINTED (P1) FLUSH MOUNTED TO TOP OF CANOPY, RACEWAY MOUNTED ON LOWER PORTION OF LETTERS

INSTALLATION

• MOUNT TO TOP OF CANOPY,
RACEWAY MOUNTED ON LOWER PORTION OF LETTERS



SOUTH BLDG. - EAST ELEVATION

COLOR SCHEDULE

- [V1] BLACK PERFORATED
- [C1] BLACK
- [P1] TBD



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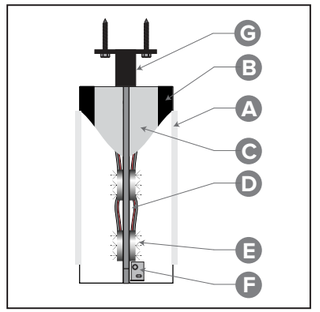
Cowboy Partners Liberty Cove — Client Name
4074 South Wasatch Blvd Millcreek Utah — Site Address
Date — Proof
25366 — Order Number
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Christine — Designer
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MANUFACTURING

SIGN TYPE

S-7 - D/F ILLUMINATED VERTICAL BLADE SIGN WITH ROUTED AND BACKED LETTERS

QTY: 1

- A 3/16” SG WHITE PLEX ACRYLIC WITH WITH SG WHITE PLEX LETTERS. 20" WIDE X 72" TALL X 6" DEEP
- B BLACK (C1) TRIMLESS FACES RETAINERS.
- C 6” DEEP (C1) RETURNS.
- D .080 ALUMINUM BACK
- E 4000K LED ILLUMINATION.
- F 110V POWER SUPPLY MOUNTED INSIDE CABINET.
- G ATTACED WITH 4" HORIZONTAL SUPPORT POSTS WITH 6" PLATES

INSTALLATION

- MOUNT TO FASCIA SOUTH BUILDING NORTH SIDE

COLOR SCHEDULE

[C1] BLACK



SOUTH BLDG. - NORTH ELEVATION

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Cowboy Partners
Liberty Cove
Client Name

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Millcreek Utah
Site Address

Date
Proof

25366
Order Number

Geoff
Account Rep.

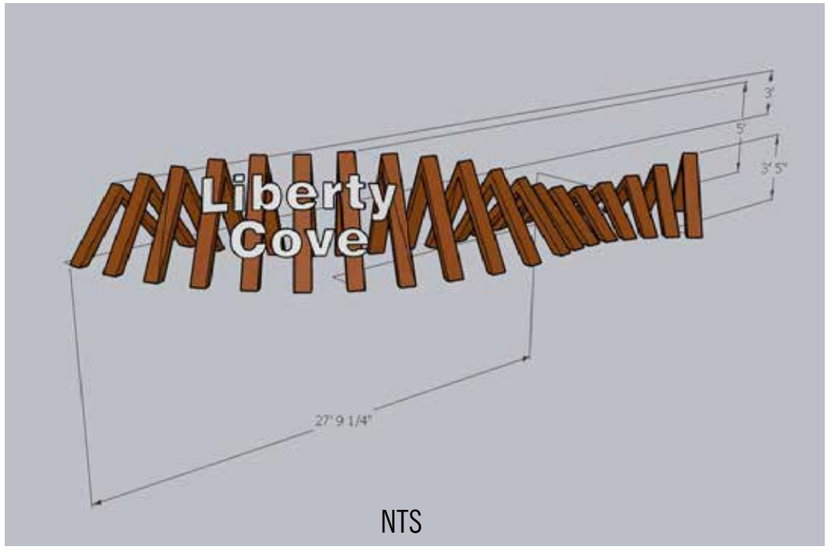
Christine
Designer

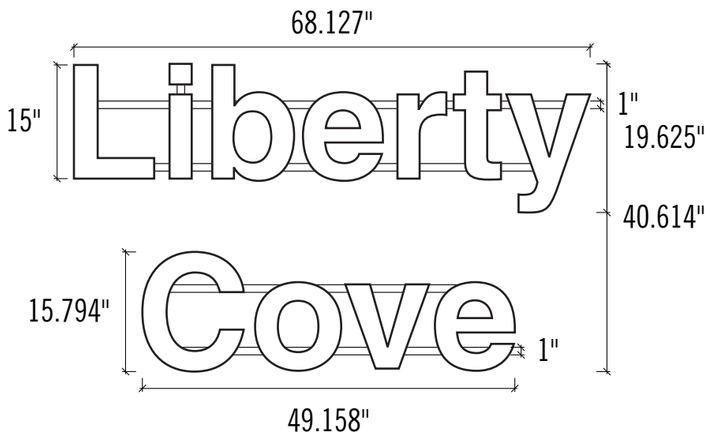
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Scale

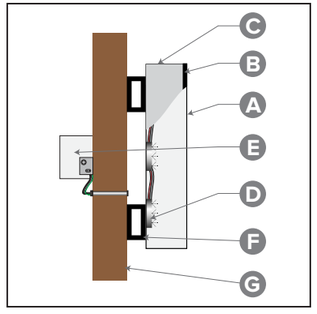
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MANUFACTURING

SIGN TYPE

M1 - FRONT LIT CHANNEL LETTERS WITH 1" HORIZONTAL SQUARE TUBE

QTY: 1

- **A** 3/16" SG WHITE PLEX ACRYLIC
- **B** BLACK (C1) TRIMCAP.
- **C** 3 DEEP .040 ALUMINUM BLACK (C1) RETURNS.
- **D** 4000K LED ILLUMINATION.
- **E** 110V POWER SUPPLY MOUNTED BEHIND BEAMS
- **F** 1" SQUARE TUBE FRAMES FLUSH MOUNTED TO BEAMS (BEAMS PROVIDED BY GC)
- **F** BEAMS (BEAMS PROVIDED BY GC)

INSTALLATION

• MOUNT TO BEAMS SOUTH EAST CORNER OF SITE

COLOR SCHEDULE

[C1] BLACK

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801.484.5576

Cowboy Partners
Liberty Cove
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Site Address

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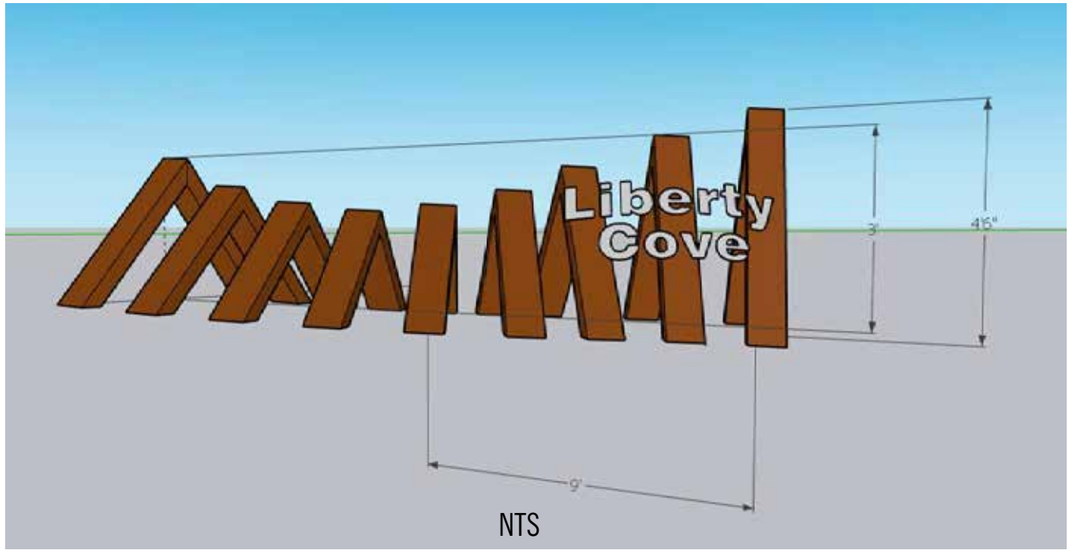
Geoff
Account Rep.

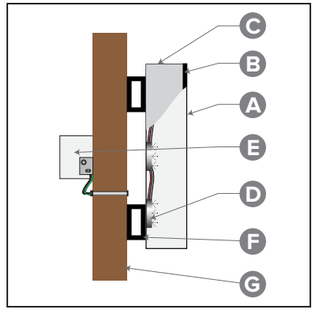
Christine — 1:20
Designer — Scale

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MANUFACTURING

SIGN TYPE

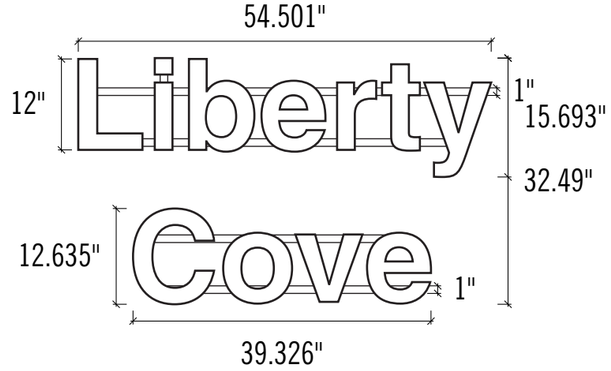
M2 - FRONT LIT CHANNEL LETTERS WITH 1" HORIZONTAL SQUARE TUBE

QTY: 1

- **A** 3/16" SG WHITE PLEX ACRYLIC
- **B** BLACK (C1) TRIMCAP.
- **C** 3 DEEP .040 ALUMINUM BLACK (C1) RETURNS.
- **D** 4000K LED ILLUMINATION.
- **E** 110V POWER SUPPLY MOUNTED BEHIND BEAMS
- **F** 1" SQUARE TUBE FRAMES FLUSH MOUNTED TO BEAMS (BEAMS PROVIDED BY GC)
- **F** BEAMS (BEAMS PROVIDED BY GC)

INSTALLATION

• MOUNT TO BEAMS NORTH EAST CORNER OF SITE



COLOR SCHEDULE

[C1] BLACK

Salt Lake City Signarama
info@signaramaslc.com
3480 S. Main Street
SLC, Utah 84115
801.484.5576

Cowboy Partners
Liberty Cove
Client Name

4074 South Wasatch Blvd
Millcreek Utah
Site Address

Date — Proof

25366
Order Number

Geoff
Account Rep.

Christine — Designer
1:20 — Scale

APPROVAL: Please carefully check this layout for spelling, grammar and be sure that colors & size are to your specifications. An additional $25 charge applies after 3 proofs/revisions. If your order is changed or canceled after approval, Signarama reserves the right to charge for design, work and/or materials already ordered or used for fabrication. No refunds on deposits.

Client Signature — Date

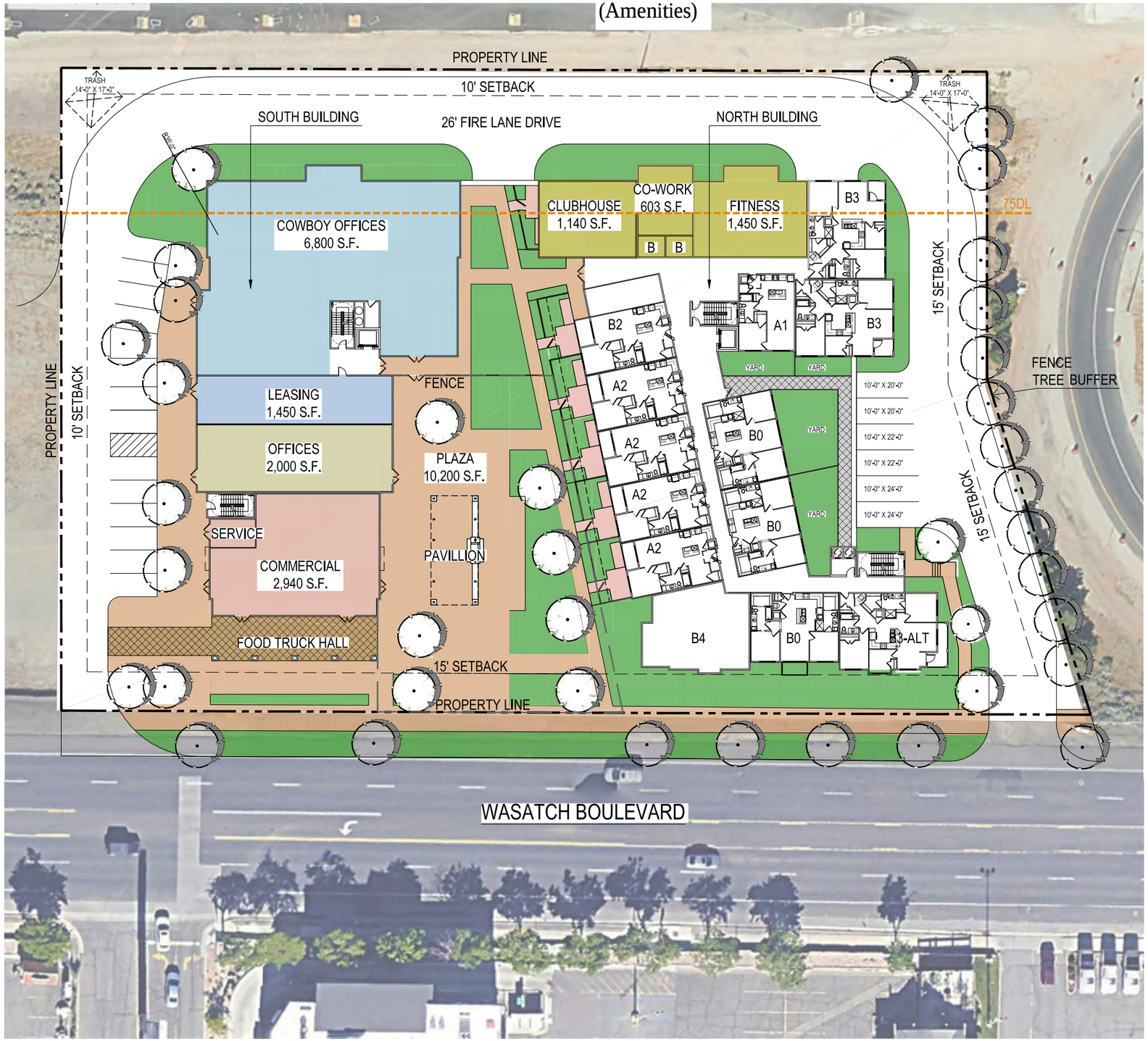
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Exhibit F

Amenities anticipated for the development include the following:

- Clubhouse room
- Fitness center
- Co-work areas
- Dog spa
- Pet Relief area
- Roof top amenity deck on both buildings including BBQ's possibly a fire pit, seating areas, yoga areas
- Courtyard with tables and benches as well as space to lounge and relax

(Amenities)



SCALE: 1" = 20' - 0" (24"x36" SHEET)

0' 20' 40' 80'

N

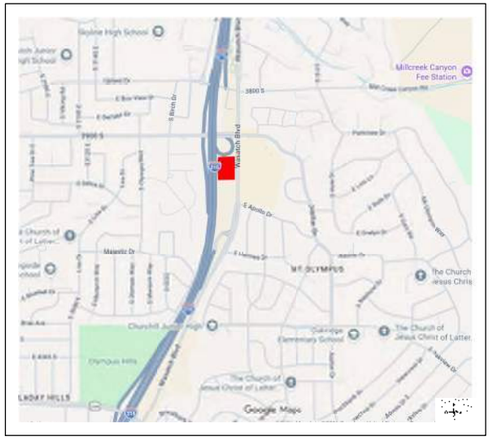
LIBERY COVE						COWBOY	25120
UNIT TABULATION - 3 STORY BUILDING OVER 2 STORY PODIM GARAGE							3/24/26
UNIT NAME	UNIT TYPE	NET AREA(SF)	UNIT COUNT	BED COUNT	PERCENTAGE	TOTAL AREA	% BREAKDOWN
A1	1br/1ba	657	7	7	10%	4,599	31%
A2	1br/1ba	738	14	14	21%	10,332	
B0	2br/2ba	920	9	18	13%	8,280	69%
B1	2br/2ba	1,023	6	12	9%	6,138	
B2	2br/2ba/Flex	1,057	7	14	10%	7,399	
B3	2br/2ba/Den	1,089	14	28	21%	15,246	
B3-ALT	2br/2ba/Den	1,120	7	14	10%	7,840	
B4	2br/2ba/Den	1,247	3	6	4%	3,741	
TOTALS			**67**	**113**	**100%**	**63,575**	100%

UNIT AVERAGE NET SF : **949**

* NET AREA IS COMPUTED TO INCLUDE SQUARE FOOTAGE FROM EXTERIOR FACE OF ALL EXTERIOR FRAME WALLS THAT ENCLOSE A/C SPACE. IT DOES NOT INCLUDE PATIOS, BALCONIES, PATIO/BALCONY STORAGE.

PROJECT DATA

UNIT AVERAGE NET SF :		949	S.F.
ACREAGE:		2.09	GROSS ACRES
DENSITY:		32.1	UNITS/ACRE
	COMMERCIAL AREA	2,940.00	S.F.
	COWBOY OFFICES	6,800.00	S.F.
	LEASING	1,450.00	S.F.
	OFFICES	2,000.00	S.F.
	FITNESS	1,450.00	S.F.
	CLUBROOM	1,140.00	S.F.
	COWORK	603.00	S.F.
PARKING:			
	REQUIRED	172	SPACES
	COMMERCIAL	59	SPACES (1/50 S.F.)
	OFFICES	5	SPACES (1/400 S.F.)
	RESIDENTIAL	108	SPACES
	PROVIDED	221	SPACES
	GARAGE PARKING	202	SPACES
	SURFACE PARKING	19	SPACES
		2.0	SPACES/BED
		3.3	SPACES/UNIT



VICINITY MAP

COVERAGE CALCULATION:

BUILDING FOOT PRINT:	33,185 S.F. (36%)
DRIVE-PARKING:	23,369 S.F. (26%)
OPEN SPACE:	34,588 S.F. (38 %)
TOTAL LAND AREA:	91,142 S.F.

GROSS S.F. CALCULATION

RESIDENTIAL:	81,312 S.F.
COMMERCIAL:	2,940 S.F.
OFFICES:	8,800 S.F.
LEASING:	1,450 S.F.
CLUBHOUSE & AMENITIES	3,388 S.F.
SUBTOTAL:	**97,890 S.F.**
GARAGES:	87,658 S.F.
TOTAL GROSS AREA:	**185,544 S.F.**

HUMPHREYS & PARTNERS ARCHITECTS, L.P.
5339 Alpha Rd., Suite 300, Dallas, TX 75240 | 972.701.9636 | www.humphreys.com

CLIENT **COWBOY**

PROJECT INFO **LIBERTY COVE** MILLCREEK, UTAH

ISSUE **SD SET**

SHEET DESCRIPTION **SITE PLAN** **SCHEME 05**

JOB NUMBER **25120**

DATE **Mar. 25, 26**

DRAWN BY **G.CH. & J.A.**

SHEET **A201**

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(Amenities)

PROPERTY LINE

10' SETBACK

26' FIRE LANE DRIVE

NORTH BUILDING

CLUBHOUSE
1,140 S.F.

CO-WORK
603 S.F.

B B

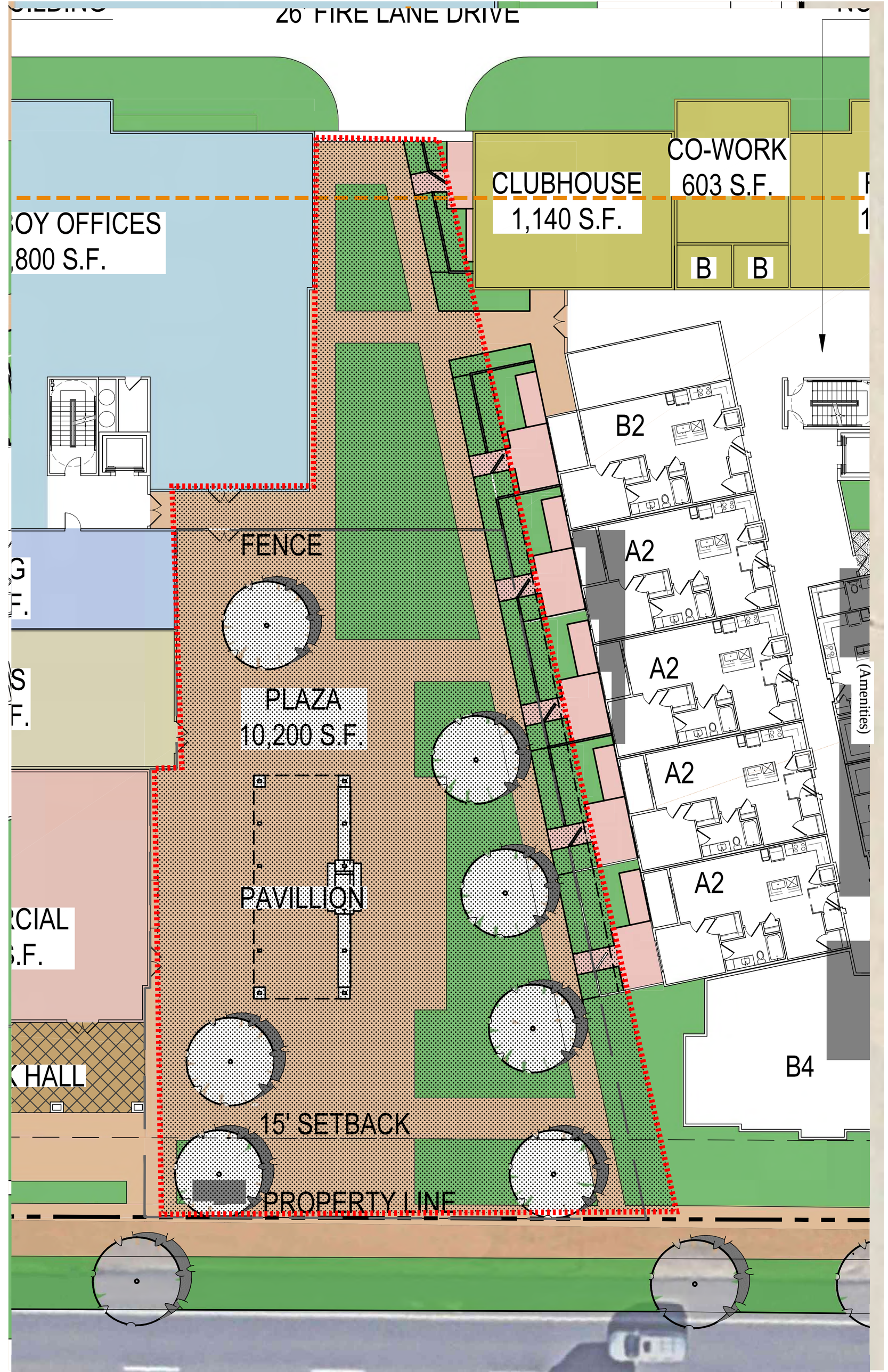
FITNESS
1,450 S.F.

B3

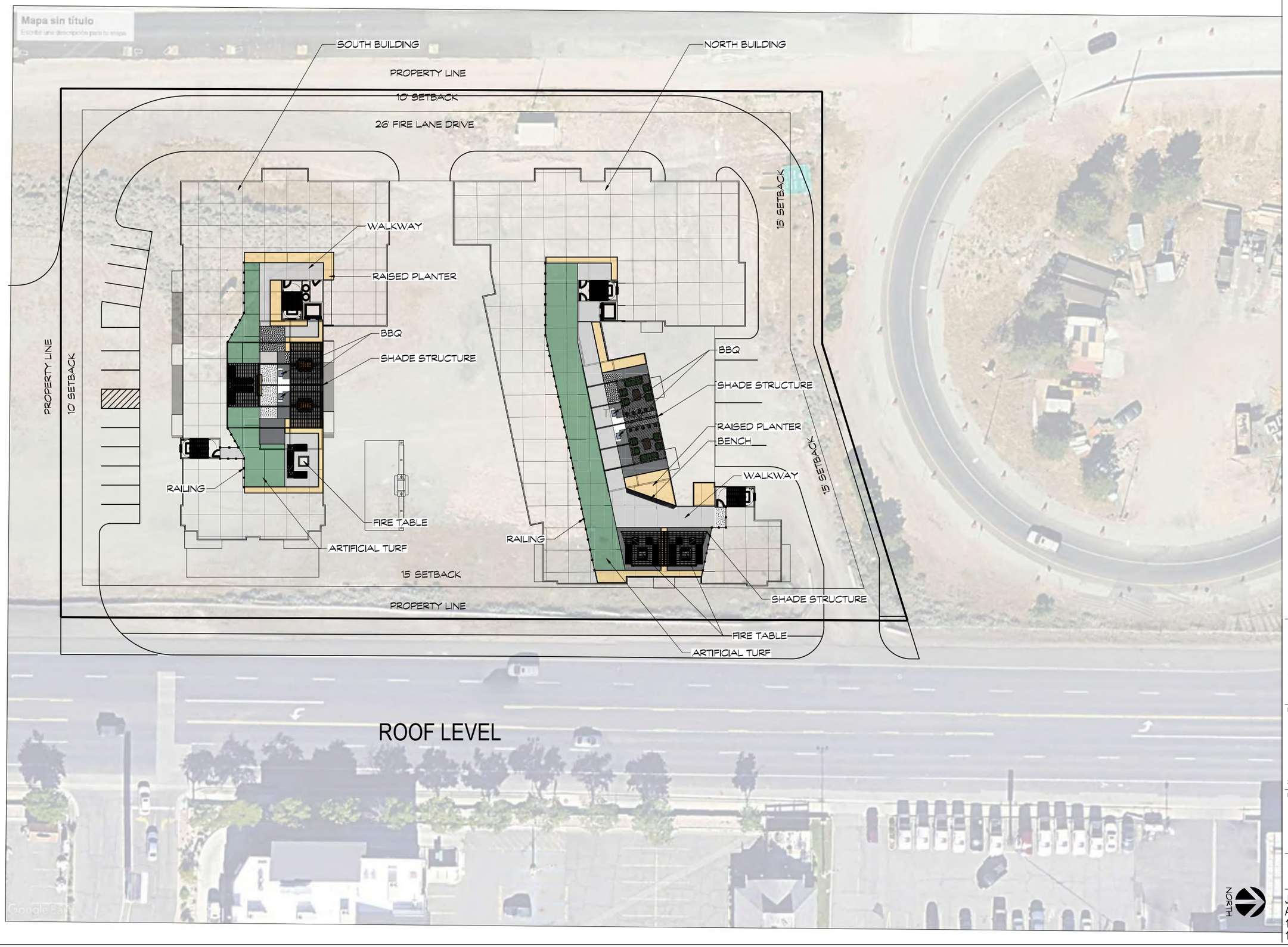
B2

A1

B3


26' FIRE LANE DRIVE
CLUBHOUSE
1,140 S.F.
CO-WORK
603 S.F.
B
B
B2
A2
A2
A2
A2
(Amenities)
FENCE
PLAZA
10,200 S.F.
PAVILLION
B4
15' SETBACK
PROPERTY LINE

(Amenities)



ROOF LEVEL

NORTH

GENERAL & KEYED NOTES

ACREAGE : 2.09

STEPPING STONE
LANDSCAPE DESIGNS CO.

PROJECT TITLE:

Liberty Cove

3950 South Wasatch Blvd Millcreeek, UT

DRAWING SCALE

0 20 40 60 feet
SCALE:1" = 20'

All dimensions and size designations given are subject to verification on the job site and adjustment to fit job conditions
Designer is not an architect or engineer.

Job # SSD-053
April 16, 2026
1" = 40'-0" on 12"x18"
1" = 20'-0" on 24"x36"

Conceptual Roof Top Plan

2026-04-16, 15:24:40 G:\Shared drives\Berg Shared Drive\BERG & STEPPING STONE\COMMERCIAL\MILLCREEK\Liberty Cove\CAD\Liberty Cove Landscape Design - Concept 7.dwg
alexa





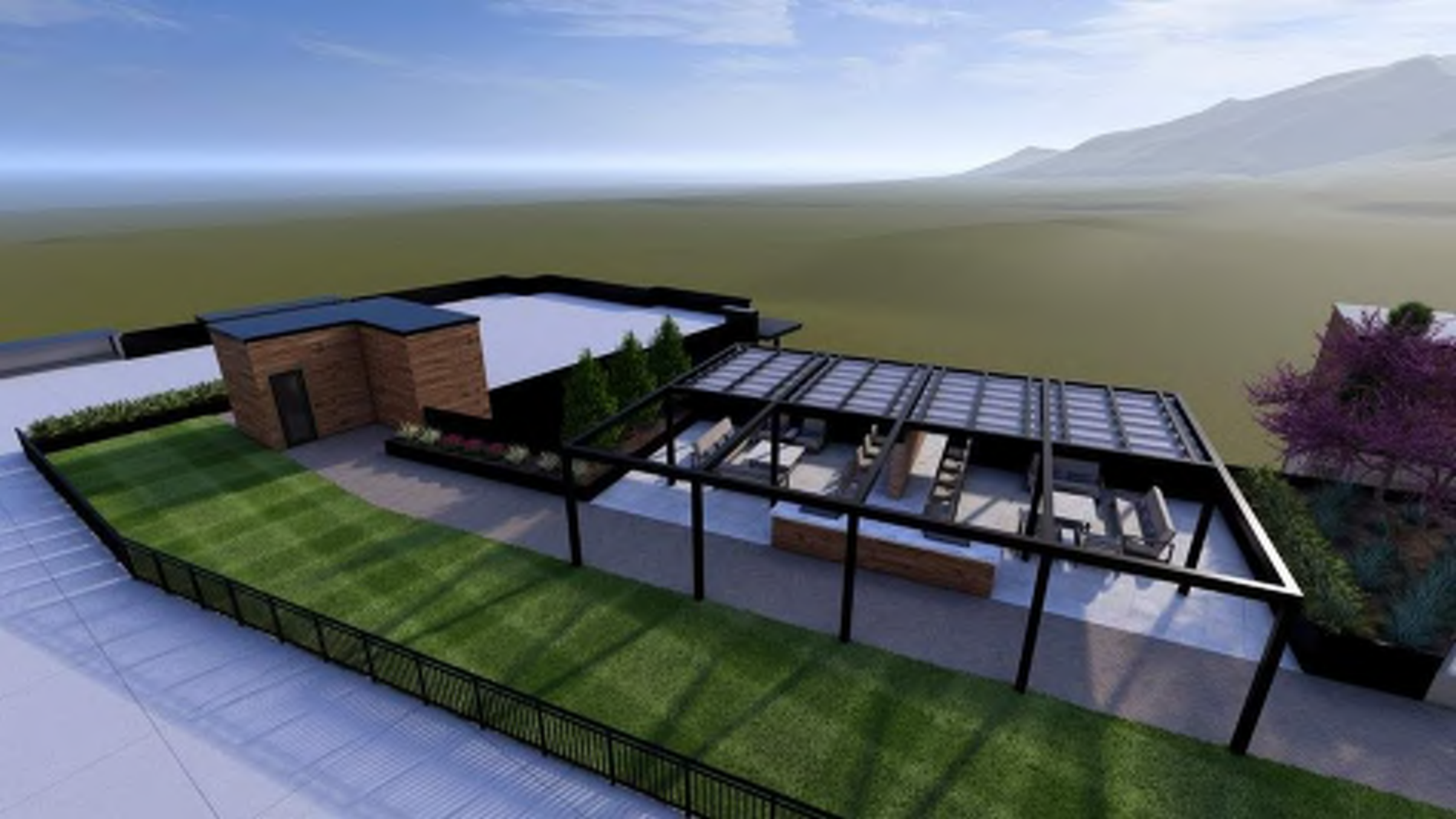
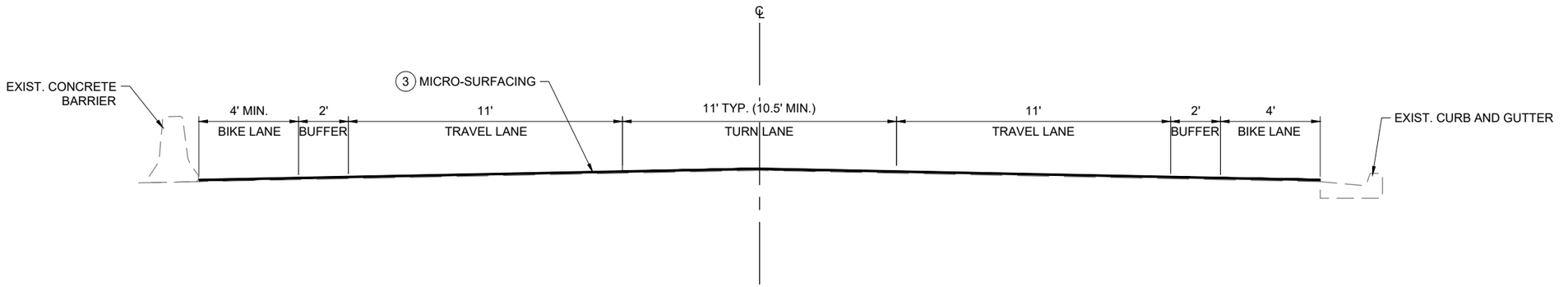


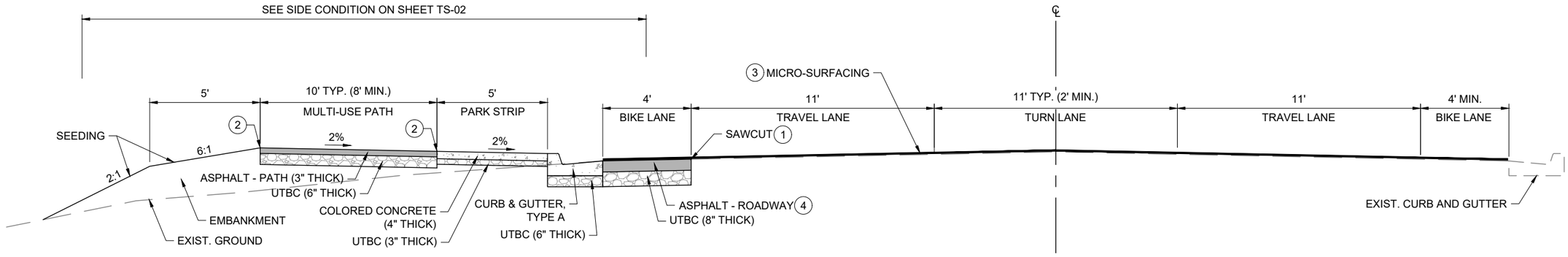
Exhibit G



TYPICAL SECTION 1

WASATCH BLVD

FROM STA 109+88 TO STA 151+40
DESIGN SPEED: 40 MPH



TYPICAL SECTION 2

WASATCH BLVD

FROM STA 151+40 TO STA 187+37
FROM STA 195+32 TO STA 202+00
DESIGN SPEED: 40 MPH

NOTES:

1. SEE GR SHEETS FOR SAWCUT ANGLE POINTS
2. SEE RD SHEETS FOR TRAIL ANGLE POINTS
3. SEE RD SHEETS FOR MICRO-SURFACING EXTENTS
4. MATCH EXISTING HMA THICKNESS, MINIMUM = 4" THICK; MAXIMUM = 8" THICK, ASSUME 6" THICK FOR ESTIMATING PURPOSES

100% DESIGN
NOT FOR CONSTRUCTION

MILLCREEK CITY
1330 E CHAMBER AVE
MILLCREEK, UT 84106
801-214-2700

CHECKED BY: BEA
DESIGNED BY: AMO
DATE: 27 MAR 25
SCALE: N/A

2139 SOUTH 1260 WEST
SALT LAKE CITY, UT 84119
PHONE: 801-456-3847

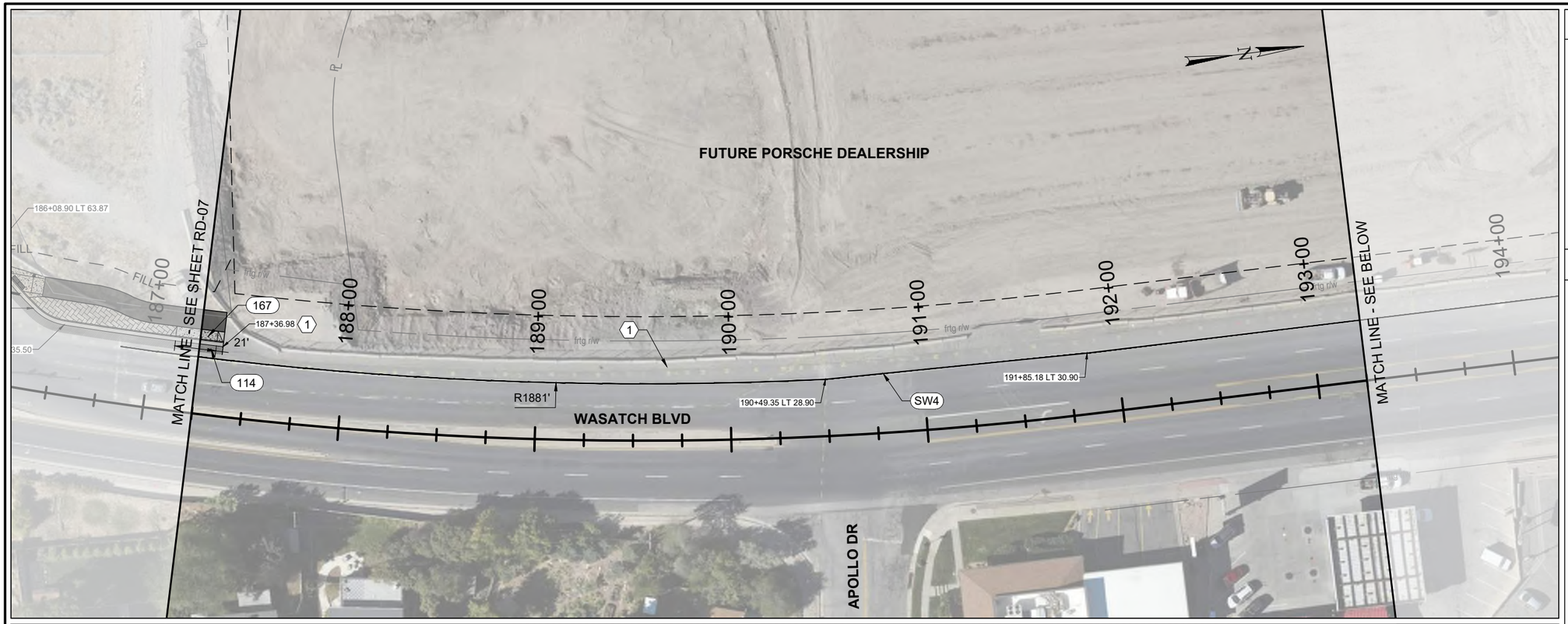
APPROVED

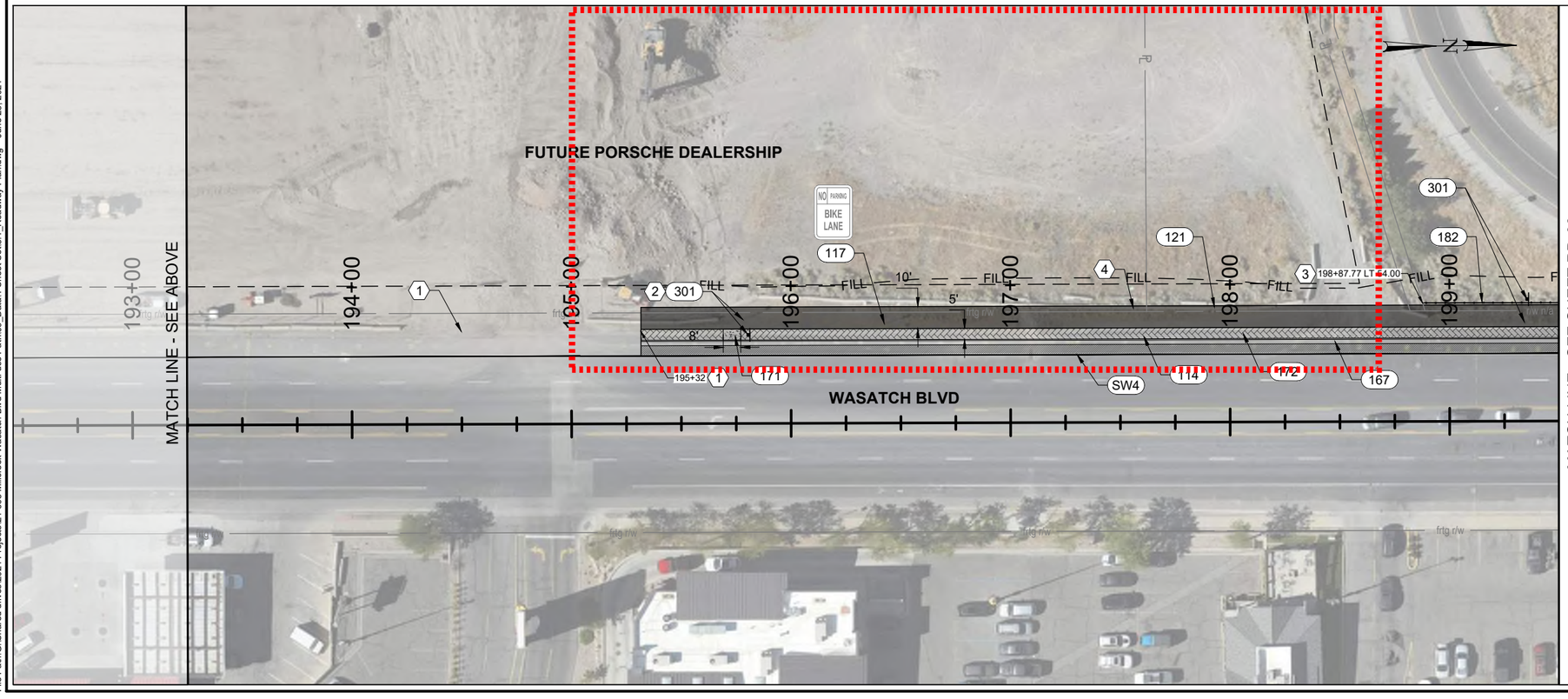
PROFESSIONAL ENGINEER

PROJECT: WASATCH BLVD MULTI-USE PATH
PROJECT NUMBER: 24-665
TYPICAL SECTIONS

SHEET NO. TS-01

File Path: G:\Shared drives\2024 Projects\24-665 Millcreek Wasatch Blvd Multi-use Path\09_Data\1 Sheet Set\2.1_Typical Sections.dwg June 28, 2024





REFERENCE KEYNOTES

100	REMOVE FENCE
114	REMOVE ASPHALT
117	REMOVE SIGN AND POST
121	RELOCATE CONCRETE BARRIER
167	CURB AND GUTTER, TYPE A
171	FLATWORK, 4" THICK
172	COLORED CONCRETE, 4" THICK
182	6' CHAIN LINK FENCE
301	RELOCATE SIGN

PAVEMENT MARKING PAINT
SW4 4" SOLID WHITE LINE

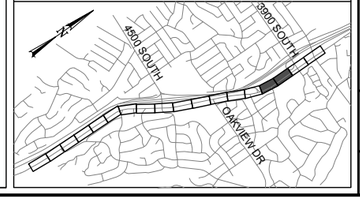
SHEET KEYNOTES

1. CONSTRUCTION OF CURB AND GUTTER, AND TRAIL BY OTHERS BETWEEN STA. 187+37 TO 195+32
2. RELOCATE BUS STOP SIGN TO PARK STRIP
3. BEGIN FENCE REMOVAL AND INSTALLATION OF NEW FENCE
4. MOVE CONCRETE BARRIER TO THE WEST AT EDGE OF FILL SLOPE

GENERAL NOTES

ASPHALT - ROADWAY
ASPHALT - PATH
(SEE TYPICAL SECTIONS FOR BID ITEMS)

KEY MAP



100% DESIGN
NOT FOR CONSTRUCTION

MILLCREEK CITY
1330 E CHAMBER AVE
MILLCREEK, UT 84106
801-214-2700

CHECKED BY: BEA
DESIGNED BY: AMO
DATE: 27 MAR 25
SCALE: 1:60

2139 SOUTH 1260 WEST
SALT LAKE CITY, UT 84119
PHONE: 801-456-3847

APPROVED
PROFESSIONAL ENGINEER

PROJECT: WASATCH BLVD MULTI-USE PATH
PROJECT NUMBER: 24-665
ROADWAY PLAN
SHEET NO. RD-08

File Path:G:\Shared drives\2024 Projects\24-665 Millcreek Wasatch Blvd Multi-use Path\09_Data\1 Sheet Set\3.1_Roadway Plan.dwg June 28, 2024

EAST MILL CREEK
Community Council

May 11, 2026

To: Millcreek Planning Commission
Millcreek Planning & Zoning

Subject: ZM-26-011 Development Agreement/Rezone 3262 S Wasatch Blvd.
Millcreek City Staff, applicant (Cowboy Partners, developer)

At the May 7, 2026, meeting of the East Mill Creek Community Council (EMCCC) this application was discussed. Members noted the general reduction in square footage of the restaurant, retail office space and reduction in number of rental units. At least one member felt the redesign of the built space and parking configuration was an improvement from earlier concept plans. Members were pleased that original height limits were maintained, a concern noted from residents at the Planning Open House.

The EMCCC expressed a preference for non-reflective glass (windows) and if noise to the west occurs (similar to what has been noticed since the Porsche dealership building has been built), are mitigation efforts contemplated.

The EMCCC forwards a **positive** recommendation to the Planning Commission on the application.

/s/
Jamie Allyn
Vice chair | Land Use, EMCCC

CC: Brad Sanderson
Francis Lilly
EMCCC

May 12, 2026

Brad Sanderson, AICP, Planning Manager
Millcreek Planning Commission
1330 East Chambers Avenue, Millcreek, UT 84106
Via email: bsanderson@millcreekut.gov

Re: Cowboy Partners Variance Request, ZM-26-011, for 3962 S Wasatch Blvd (Cowboy Partners Development Agreement / Rezone).

We are requesting that this communication be read into the record of the meeting set for May 20, 2026, regarding the ZM-26-011 variance request.

Dear Planning Commissioners:

We are submitting this on behalf of the closest residential property owners on the West side of the proposed development at 3962 South Wasatch Boulevard. Our homes sit in the Olympus Splendor subdivision — a neighborhood whose name defines this community: the eastern viewshed of Mount Olympus and the foothills. The proposed development will sit in direct line of sight of our homes.

We respectfully oppose any approval that will:

1. **Noise: increase noise reflected onto our residences from I-215, and from entertainment/gathering structures on the building or property.**
2. **Light: increase or create light intrusion onto our homes, windows and yards**
3. **Viewshed: decrease the East viewshed of the mountains or include any color palates that are intrusive to the natural background**
4. **Privacy: intrude on the privacy of our homes and yards considering winter foliage conditions.**

NOISE: Sound is reflected and travels. Additional building height will increase the reflective surface facing I-215, redirecting and amplifying freeway noise toward our homes. Rooftop entertainment generates noise - voice, music, during precisely the evening hours residents most rely on quiet enjoyment of their property.

Noise is energy that is either reflected or absorbed. Noise reflected off or sourced from upper-level surfaces or rooftops will reach residential properties unattenuated by sound walls, vegetation, or obstacles that would otherwise mitigate noise.

With the current West Façade concept design proposal, there are no materials such as acoustic, absorptive façade treatments or mature evergreens listed for that façade that would indicate that noise absorption, or the effects of noise reflection have been considered. The West façade appears to be a mostly flat surface with none of the articulation designed for the East facades, that would improve noise dispersion.

We request that a study be conducted that measures the effects of noise both reflected from I-215 during weekday rush hour or heavy traffic hours, and of noise that could emanate from the structure's facilities and entertainment spaces. The results of this study should inform the required design elements such as the building façade height and relief, sound absorption or reflectivity of materials used, landscaping on the West side of the property and façade, property setback, and the rooftop setback distance for any rooftop occupiable areas.

LIGHT: Two factors have significant impact on the light intrusion onto our homes and yards. First, the height of the property considering balcony lighting, signage, rooftop areas, greatly effects the light intrusion onto homes and yards within sight of the building. Second, the homes and properties to the West sit well below the developments reference property elevation. Any light that appears to be shielded from observers at the developments ground reference level, travels directly onto the properties and homes below and to the West.

Because the development sits above the residences and yards to the West, light sources on the structure and parking lot intrude more directly into the yards and homes. This is a completely different perspective of the lights from the East side of the buildings. As an example of this, the Porsche dealership lighting is significantly intrusive and bright on residences to the West, while East of the dealership, the light appears as a soft glow.

Shielding of a light source is determined from the perspective of the observer, not the source. Therefore, the lower elevation properties must be included in any light impact and trespass study. If the lights source is directly visible from the West homes and yards, then it is unshielded to them.

Building materials on the West Façade should be studied to ensure that sunlight is not reflected or focused onto the homes and yards to the West during the afternoon and evening hours, including evaluating the reflectivity of windows or other façade materials.

We request a light study be conducted from the perspective of West Properties, including home windows, balconies and yards, and that no installation is allowed that has light trespass onto our homes, either from illumination or reflection. We also request that no wall or façade signage, and no decorative, non-essential lighting, be installed on the Western façade. Both add direct light intrusion into our windows and yards.

VIEWSHED: Once consumed by obscuring structures, viewshed cannot be recovered, and each variance establishes precedent for the next.

As stated earlier, our homes sit in the subdivision aptly named Olympus Splendor, it is a neighborhood whose name defines this community, refers directly to the viewshed of Mount Olympus and the foothills, and is the primary reason why many invested in properties here.

As was carefully considered for the Western viewshed for residences to the East, we would like to ensure our Eastern viewshed is likewise protected to the greatest degree possible.

Rooftop elevation/structure height above our horizon lines, sight lines and materials selected, impact us greatly.

Structural relief features, materials selection, and landscape features such as trees to soften the view of the buildings are very important for homes facing the West façade of the development, because the homes, bedrooms, and balconies to the West sit in direct line of sight to the structures above.

We request that a detailed plan for the West façade, including materials, perspectives from our yards, balconies and living levels, and landscaping plans be created for review prior to any final project approval.

PRIVACY: The nature of this development — the proximity and angle of the apartment balconies and windows, with direct views into our yards and homes — is already a significant intrusion into our lives. Adding rooftop entertainment areas on top of that compounds the existing impacts to privacy, noise, light, and viewshed. We are strongly opposed to any rooftop occupiable areas with line of sight to our

homes, balconies, windows, and yards — in both summer and winter conditions since obscuring foliage will be absent in winter months.

Any increase in height or reduction in setback requirements directly affects our privacy and viewshed.

We request that a detailed view from the perspectives of our yards, balconies and living levels be created for review prior to any final project approval.

Because our homes sit in direct line of sight and within 300 feet of this structure, we request that the West Façade aesthetic be carefully considered and discussed before any further approvals are granted for this project.

Residential zoning exists to protect a reasonable expectation of quality of life and privacy in the homes we have invested in, built around, and raised families in. The cumulative effect of noise, light, viewshed loss, and multi-family residences overlooking our properties significantly affects our quality of life and enjoyment of our homes.

The architectural design of this development has been largely focused on the view from the East side, based on the assumption that the West side of the development simply faces the freeway. However, this is not correct. The development sits above, in direct line of sight, and only 300 feet from our homes. Therefore, the West Façade of this development should be thoughtfully evaluated, much as the East Façade has been.

Thank you for your service and for your consideration of these concerns.

Respectfully,

Steve DiGregorio and Vicky DiGregorio
3394 East Aura Circle, Holladay, UT 84124

Rob Tueller and Deb Tueller
3387 E Aura Circle, Holladay, UT 84124

Chris Brain and Chelle Brain
3395 E Aura Circle, Holladay, UT 84124

Todd Larsen and Brenda Larsen
3989 S Aura Drive, Holladay, UT 84124

David McKnight and Marianne McKnight
3366 Birch Circle, Holladay, UT 84124

MILLCREEK, UTAH
ORDINANCE NO. 26-53

AN ORDINANCE REZONING CERTAIN PROPERTY LOCATED AT APPROXIMATELY 1312 EAST 3300 SOUTH FROM THE COMMERCIAL (C) ZONE TO THE CITY CENTER OVERLAY – DEVELOPMENT AGREEMENT (CCOZ-DA) ZONE

WHEREAS, the Millcreek Council ("Council") met in a regular meeting on July 27, 2026, to consider, among other things, an ordinance rezoning certain property located at approximately 1312 East 3300 South from the Commercial (C) Zone to the City Center Overlay – Development Agreement (CCOZ-DA) Zone; and

WHEREAS, Utah Code Ann. § 10-20-503 provides in part that the Council may make zoning map amendments; and

WHEREAS, Utah Code Ann. § 10-20-503 also provides that the Council may not make any amendment to its land use ordinances unless the amendment was first submitted to the planning commission for its recommendation; and

WHEREAS, Utah Code Ann. § 10-20-503 also provides that the Council shall comply with the procedure specified in Utah Code Ann. § 10-20-502 in preparing and adopting an amendment to a land use regulation; and

WHEREAS, Utah Code Ann. § 10-20-502 provides planning commission shall provide notice as required by Subsection 10-20-205(1)(a) and, if applicable, Subsection 10-20-205(4) and hold a public hearing on the proposed land use ordinances; and

WHEREAS, on January 27, 2026, the required public hearing notice was published; and

WHEREAS, on February 11, 2026, the proposed amendment was submitted to the planning commission for its recommendation; and

WHEREAS, on February 18, 2026, the planning commission held the required public hearing with respect to this rezone; and

WHEREAS, on February 18, 2026, planning commission meeting the Millcreek Planning Commission recommended approval of the proposed rezone; and

WHEREAS, the Millcreek Code of Ordinances provides, among other things, that before finally adopting any such rezone, the Council shall consider the application during a public meeting which has been properly noticed in compliance with the provisions of Title 52, Chapter 4, of the Open and Public Meetings Act; and

WHEREAS, on July 22, 2026, the Council caused the required notice to be given; and

WHEREAS, on July 13, 2026, the Council discussed the rezone application, and on July 27, 2026, the Council considered the rezone during a public meeting; and

WHEREAS, Section 18.33.020 of the Millcreek Code of Ordinances provides that each of the sections of the City which are amended or zoned be shown on the maps on file with Millcreek; and

WHEREAS, the Council finds that it is in the best interest of the citizens of Millcreek to adopt the rezone/map change as recommended by the Planning Commission.

NOW THEREFORE, BE IT ORDAINED by the Council that the property described in File # ZM-26-001 filed by 3300 Cottonwood LLC, the property located at 1312 East 3300 S is hereby rezoned/reclassified from the Commercial (C) zone to the City Center Overlay – Development Agreement (CCOZ-DA) zone, such property being more particularly described as follows:

Parcel No: 16-29-477-014-0000, 16-28-351-048-0000, 16-28-351-049-0000, 16-28-351-052-0000

Address: 1312-1332-1348-1354 East 3300 South

Legal Description:

1312 E 3300 S (16-29-477-014-0000): BEG N 89^48'00" E 17 FT & S 00^18'43" W 7 FT FR NW COR OF LOT 9, BLK 23, 10 AC PL A, BF SUR; N 89^48'00" E 225.01 FT; S 00^18'50" W 199.01 FT; S 89^48'00" W 110 FT; N 00^18'50" E97.76 FT; S 89^48'00" W 125.01 FT; N 00^18'50" E 91.25 FT; N45^03'25" E 14.21 FT TO BEG. 0.79 AC M OR L. 4008-0043 4832-0361,0363 4920-0119 5513-2614 6001-2480 6087-1426,1427,1428 6011-0954 10142-2818 10267-1882 10253-1227 11007-3457

1332 E 3300 S (16-28-351-048-0000): BEG N 89^45' E 242 FT & S 0^14' W 7 FT FR NW COR OF LOT 9, BLK 23, TEN-ACRE PLAT A, BIG FIELD SUR; N 89^45' E 55 FT; S 0^14' W 113.28 FT; S 89^45'54" W 55 FT; N 0^14' E 113.27 FT TO BEG. 0.15 AC. 7305-2500 7305-2501 8008-0613 8245-6042 08577-4157 11007-3457

1348 E 3300 S (16-28-351-049-0000): BEG N 89^45' E 242 FT & S 0^14' W 120.27 FT FR NW COR LOT 9 BLK 23 10 AC PLAT A BIG FIELD SUR S 0^14' W 85.73 FT M OR L N 89^45' E 55 FT N 0^14' E 85.72 FT M OR L S 89^45' W 55 FT TO BEG. 0.11 AC. 5079-0577 7130-0209 7305-2500 7593-2333 09618-6382 11007-3457

1354 E 3300 S (16-28-351-052-0000): BEG N 89^48' E 434.7 FT FR NW COR LOT 9, BLK 23, TEN AC PLATA, BIG FIELD SUR; S 89^48'36" W 137.7 FT M OR L; S 0^18'43" W 206 FT; N 89^48'36" E 16.3 FT; S 0^18'43" W 25.83 FT; E 122.2 FT M RO L; N 232.24 FT TO BEG. EXCEPT THE N 7 FT OF THE W 82.5 FT THEREOF. 5237-1592 5448-0004 5465-0319 5451-0912 THRU 0926 6282-2106 6620-0886 7426-0252 7593-2333 8030-0962 09618-6382 11007-3457

BE IT FURTHER ORDAINED, that pursuant to Section 18.33.020 of the Millcreek Code of Ordinances that the official zoning map showing the change enacted hereby be filed as provided in Section 18.33.020.

This Ordinance assigned no. 26-53, shall take immediate effect as soon as it shall be published or posted as required by law and deposited and recorded in the office of the City's recorder.

PASSED AND APPROVED this 27th day of July, 2026.

MILLCREEK COUNCIL

By: _____
Cheri Jackson, Mayor

ATTEST:

_____
Elyse Sullivan, City Recorder

Roll Call Vote:		
Jackson	Yes	No
Catten	Yes	No
DeSirant	Yes	No
Handy	Yes	No
Uipi	Yes	No

CERTIFICATE OF POSTING

I, the duly appointed recorder for Millcreek, hereby certify that:
ORDINANCE 26-53: AN ORDINANCE REZONING CERTAIN PROPERTY LOCATED AT APPROXIMATELY 1312 EAST 3300 SOUTH FROM THE COMMERCIAL (C) ZONE TO THE CITY CENTER OVERLAY – DEVELOPMENT AGREEMENT (CCOZ-DA) ZONE was adopted the 27th day of July 2026 and that a copy of the foregoing Ordinance 26-53 was posted in accordance with Utah Code 10-3-711 this ____ day of July 2026.

_____
Elyse Sullivan, City Recorder

Millcreek City Hall
1330 E Chambers Ave
Millcreek, Utah 84106
millcreekut.gov

Planning & Zoning
(801) 214-2700
planner@millcreekut.gov

ZM-26-001

City Council Staff Report

Meeting Date:	**7/27/2026**
mi	
Applicant:	**3300 Cottonwood, LLC**
Re:	**Rezone/Development Agreement (CCOZ-DA)**
Property Address:	**1312 E 3300 S**
Zone:	**C (Commercial)**
Prepared By:	**Carlos Estudillo, Planner**
Scope of Decision:	**Discretionary.** This is a legislative matter, to be decided by the Millcreek City Council upon receiving a recommendation from the Millcreek Planning Commission. Your recommendation can be broad in scope, but should consider prior adopted policies, especially the Millcreek General Plan.

REQUEST AND SYNOPSIS

The applicant, Tyler Morris, has filed a CCOZ-DA rezone application, proposing to construct a 210-unit Residential Mixed-Use development, as a next phase to the adopted a 2019 City Center Master Plan, on property located at approximately 1312 E 3300 S. The request is to rezone the Property from the Commercial Zone (C) and City Center Overlay Zone (CCOZ) to the City Center Overlay-Development Agreement (CCOZ-DA) Zone, in conjunction with a development agreement, subjecting the Property to certain development terms and standards pursuant to Title 18.48. of the Millcreek Zoning Code.

The Development Agreement (CCOZ-DA) Zone is to allow flexibility in the strict application of the City Center Overlay Zone Design standards given particular site conditions and opportunities for additional development of public benefits such as additional public parking or open space or the provision of affordable housing, while adhering to the goals of the City Center Master Plan. This development agreement will accompany this application to ensure that the proposed site plan is executed as approved. Conditions to be subjected to Community Council and Planning Commission's recommendation.

EXISTING CONDITIONS & FINDINGS:

- The Subject Property involves a compilation of parcels comprising approximately 1.75 acres (76,537 sf).

- **Zoning.** The Subject Property is currently within the C (Commercial Zone) and the CCOZ (City Center Overlay Zone). Properties within the vicinity surrounding the Subject Property are within the C (commercial zone) to the North, West, and East, as well as R-M (Residential Mixed) to the South.

- **Land Use Designation.** The Subject Property is within the "City Center (City Marketplace)" category in the General Plan.

    - The "City Center" land use designation primarily envisions retail in walkable, mixed-use configuration, professional uses, restaurant, and similar arts and entertainment uses that attract visitors from around the City and region.

    - Secondarily, the "City Center" land use designation envisions Multifamily condominiums or apartments, hospitality, civic and public facilities, health services, as well as plazas, squares, pocket parks, community gardens, and other gathering spaces.

- **Surrounding Uses.** Properties surrounding the Subject Property consist of large-scale multi-family housing, and first-floor commercial stock, the envisioned uses for the City Center Overlay Zone. Additionally, the subject property is located right across from City Center and City Hall, at the intersection of 3300 S and 1300 E.

- **Densities.** The Market Place section of the City Center Overlay zone allows a building height range from 2 to 6 stories (48-75 feet in height).

- **Proposal.**

    - The project offers up to **210, for rent, units**, with a variety in bedroom count. The breakdown is the following:

        - Studio: 43 Units.

        - One-Bedroom: 143 Units.

        - Two-Bedroom: 24 Units.

    - Height: The proposed structure will range from **70 feet** at the highest elevation of the lot, to **74 feet** at the lowest elevation to compensate for heights from the existing slope. This structure is below the maximum height allowed of **75 feet**.

    - Exterior materials of a durable and resilient nature such as brick, stone, architectural metal panel, composite materials, or other materials of similar quality, hardiness, and low maintenance characteristics are proposed in the design of the proposal. For street-facing building facades, exterior building materials used shall consist of a minimum of 75 percent brick or stone excluding windows. The proposed structure currently meets this design standard.

    - Windows shall constitute at least 50 percent of first story street-facing facades, and windows shall be at least 50 percent transparent. The proposed structure currently meets this design

standard.

- Building 2, which is the primary structure, currently measures approximately 368 feet. No single building shall exceed 300 feet in length, as per **18.47.070 Site Standards**. The applicant is requesting a CCOZ-DA modification, in part, to waive this requirement on 3300 South and 1300 E façade of building, by providing the following public benefit in leu of said requirement:
    - Approximately 10 feet of additional right-of-way to create a larger sidewalk that, in addition to the plaza at the corner of 1300 E and 3300 S would create a more pleasurable and walkable experience for residents.
- As per MKZ 18.47.070, the developer would be required to provide a 20-foot stepback along the street-facing facade between the top of the first story and the top of the third and upper stories. The applicant is requesting a CCOZ-DA modification, in part, to waive this requirement on 3300 South and 1300 E façade of building, by providing the following public benefit in leu of said requirement:
    - Approximately 10 feet of additional right-of-way to create a larger sidewalk that, in addition to the plaza at the corner of 1300 E and 3300 S would create a more pleasurable and walkable experience for pedestrians.
- Landscaping to be subject to MKZ 18.64 (Landscape standards). Proposal currently meets the requirement of allocating, at least, 30% of the overall lot size as open space.
- Parking is subject to MKZ 18.63 (Parking and Mobility Standards).
    - The Project shall have at least 276 parking stalls, which shall be contained within the parking structure, not visible from the Front-Facing Façade (3300 S). The breakdown of parking stalls is the following:
        - Studio units: 43 stalls required and provided.
        - One-bedroom: 143 stalls required and provided.
        - Two-bedroom: 35 stalls required and provided.
        - Guest Parking: 52 stalls required. Applicant provided a shared-parking table providing 54 stalls for commercial and guest parking.
        - Commercial: 13 stalls required. Applicant provided a shared-parking table providing 54 stalls for commercial and guest parking.

- **Access**: The Subject Property has one access (both ways) from 1300 E to the site, measuring 30' in width, meeting the 2019 Transportation Master plan. Additionally, two access have been proposed on 3300 S, one which will serve as an exit of the premises, and the other as just access. A median on 3300 S is recommended to avoid dangerous left-turns from the site onto 3300 S. Access has been reviewed and accepted by Millcreek Engineering.

- **Commercial Requirements:** A commercial aspect shall be proposed to meet the mixed-use requirements of the CCOZ. Applicants have identified potentially 5132 SF of commercial space. Commercial uses shall face a minimum of 50% of the total frontage on 3300 S.

- **Development Agreement:** A development agreement may best ensure the type, scale, orientation, dedication, utilities easements, access, phasing, and other aspects pertaining to the future development of these properties, where the underlying zoning and land use ordinances may be insufficient; Therefore, a development agreement may be considered to ensure development design and layout of the property. Staff would like the Community Council to discuss the following, potential development agreement items:

    - Uses.
    - Ownership
    - Density
    - Length and Height.
    - Owner Occupancy and deed restrictions.
    - Setbacks.
    - Landscaping
    - Parking.
    - Materials.
    - Irrigation ditch cleanouts
    - Right-of-way improvements, streetscape and maintenance.
    - Step backs

DEVELOPMENT AGREEMENT:

The following are envisioned terms for the proposed Development Agreement.

1. **Uses** - The development shall be limited to the following uses:

    a. Retail - Between 5,000-8,000sqft of Professional Office Space.
    b. Open Space - Minimum 22,779sqft of open space and amenities.
    c. Residential – up to 210 residential units.

2. Parking: Overall Parking will be subject to the standards set forth in Table 18.63-2 of section 18.63.020 of the Millcreek Code.

3. **Site Plan Layout** – The property shall be developed substantially as depicted in **Exhibit C**.

4. **Architecture** – Building massing, orientation, height, arrangement of materials, glassing and colors shall be according to the elevations shall be developed substantially as depicted in **Exhibit D**. Including the Project will consist of the following materials:

    a. Brick Veneer
    b. Metal Siding
    c. Adhered Masonry
    d. T&G Composite siding

5. **Landscaping** – The property shall be landscaped shall be developed substantially as depicted inn **Exhibit E**.

6. **Amenities** – The property shall shall be developed substantially as depicted in **Exhibit E**. Including the following
    a. **Plaza (____)**
    b. **Pocket Park (____)**
    c. **Courtyard (____)**
    d. **Deck (_____)**

7. **Lighting Plan** – All exterior lighting shall be according to the lighting plans shall be developed substantially depicted in **Exhibit F**. Including, the developer will install eight (8) streetlights, alongside 3300 S and 1300 E, as recommended by the Engineering Department, and the streetscape design for "neighborhood streets" depicted in Figure 18.47.7 and Table 18.47-8, Section 18.47.060 of the Millcreek Code.

8. **Frontage Improvements**– The development of the property shall include the frontage improvements shall be developed substantially depicted in **Exhibit F.**

CONCLUSIONS:

- **Planning Open House Meeting:** Residents within 600' radius of the property was noticed to participate in an open house meeting, that was held on February 3rd, 2026. Staff did not receive any written comments in response to the application. However, during the meeting, close neighbors of the subjected property had the following questions:
    - Medians to be installed to manage left-turning traffic
    - Roads be expanded, specifically in 1300 E, to fit a right-turning lane.

- **Community Councils**: On February 3rd, 2026, during the Millcreek Community Council meeting, members moved to recommend the proposal as presented with a 5-1(abstaining) vote.

- The project qualifies for a CCOZ-DA by proposing a public benefit that will provide an additional ten (10) feet of Right-of-way along the frontages of 3300 S and 1300 E. This will create a more pleasurable and walkable experience for pedestrians.

- Applicants must work with all applicable parties, not limited to Millcreek City and UDOT to install Medians in 3300 S and 1300 E to ensure the project accesses are not used by left-turning vehicles, maintaining a safer roadway close to busy intersections.

- Any proposed building with a height greater than thirty-six feet (36'), excluding height projection allowances as set forth in MKZ 18.72.040 will be subjected to a Conditional Use Permit.

- All development will be required to meet the minimum zoning and land use ordinances; to which the concept plan may likely evolve from what is currently presented for this rezone application.

- The project is subject to further review and final approval.

RECOMMENDATIONS:

Planning Commission: On February 18th, 2026, during the Millcreek Planning Commission meeting, members moved to recommend approval, with an unanimous (6-0) vote, as presented.

Traffic Study (TIS): On July 13th, 2026, during the Millcreek City Council First Reading meeting, members asked staff about the possibilities to not extend the median on 3300 S, in order for patrons to access the Millcreek City Center from 3300 S, by doing a left turn. The updated traffic study (2025) revealed the following recommendation: which will submitted to UDOT for a final decision on the median proposed for 3300 S.

"For all project accesses to operate safely and effectively, median barriers are recommended along 1300 East and 3300 South near the project. The median along 1300 East is recommended to extend approximately 120 feet from the intersection of 1300 East & 3300 South, or roughly 35 feet further south than the project access. The median along 3300 South is recommended to extend approximately 475 feet from the intersection with 1300 East to the Home Depot access."

This recommendation will submitted to UDOT for a final decision on the median proposed for 3300 S, through the Conditional Use process the applicant will go through to receive site plan approval.

Staff Recommendation: Staff recommends that the Millcreek City Council consider approving a City Center Overlay - Development Agreement Zone (CCOZ-DA) as presented.

SUPPORTING DOCUMENTS

- **Application package**
- **Traffic Study**
- **Appendix: Community Council/Public Comments**

City Center Overlay Zone (CCOZ) Pre-Application and Checklist

Millcreek City Hall
1330 East Chambers Avenue
Millcreek, Utah 84106
801-214-2700
millcreekut.gov

All boxes and fields below must be completed		
Date of Application Submission:	Property Address: 1312 E 3300 S	
Parcel Number(s): 16-29-477-0140, 16-28-351-0480, 16-28-351-0490, 16-28-351-0520		
Name of Proposed Development: Cottonwood 3300		Square Feet: 76,537sf
Description of Proposed Development: Mixed-use development with 210 residential apartments; 3,748sf of commercial space; and 276 parking stalls.		

All development located in the City Center Overlay Zone (CCOZ) shall submit a completed City Center Overlay Zone (CCOZ) Checklist and Application. Applications that fail to adequately address all city requirements will not be accepted and processed. All applications deemed a conditional use permit are subject to the procedures and requirements found in 18.15.030 Administrative Decisions – Other Land Use Decisions (A) and must also fill out the Conditional Use Supplementary Questions and Standards of Approval forms.

Verify the information below has been submitted with application per 18.15.030 Administrative Decisions – Other Land Use Decisions (A)

Contact Information: Name, address, telephone number, e-mail.

The property owner's name, address, e mail, and telephone number, if different than the applicant, and the property owner's signed consent to the filing of the application.

The current zoning classification, zoning district boundaries, and present use of the subject property.

A site plan or plans, drawn to scale, including sketches of the types of buildings proposed, floor plans, elevations of proposed buildings, materials, landscaping, parks, plazas, pedestrian pathways, parking, low impact design stormwater techniques to be applied to the site, known faultlines and recommended setbacks, oblique sketches of the project to show any view related issues (Valley and Mountains), and conceptual street cross sections using the requirements of Section **18.47.060 Design Standards.**

✓ if Yes	Site Plans Shall Include the Following Below:	*Staff Use Only*	
☑	Owner name and all addresses of the proposed development	☐	☐
☑	Location and name of streets	☐	☐
☑	Property boundaries and dimensions including any known survey monuments	☐	☐

☑	Location and footprints of any proposed structures	☐	☐
☑	Location and stall counts of all proposed parking including any on-street parking	☐	☐
☑	Precise location of existing and proposed driveways or entry ways	☐	☐
☑	Location of existing and proposed fencing	☐	☐
☑	Location of proposed waste container and enclosure	☐	☐
☑	Utility plans, including additional water and sewer service. Identify location of any irrigation canals or ditches.	☐	☐
☑	Location of any proposed signs	☐	☐
☑	Location of existing and proposed easements, including all easements within 50 feet on abutting properties	☐	☐
☑	Location of any streams or waterways, if applicable	☐	☐
☑	Tabulation table identifying percentage of land use allocation on the site (building coverage, open space, landscaping,parking)	☐	☐
☑	A written explanation of the project that describes the thematic elements of the project, the place making concepts, one or more signature features, commercial and mixed-use designs (if applicable), potential tenants, its' relationship to the goals for the City Center and other details that will provide reasons that the development will create a long term benefit to the City and proposed techniques to mitigate any anticipated detrimental effects.	☐	☐
☑	A site-specific geologic hazard study and report, if required per Chapter **18.61 Sensitive Lands.**	☐	☐
☑	A summary table / tabulation box showing: floor area by use, provided parking by use, materials percentages, percentages of doors and windows, residential amenities if required, and open space requirements.	☐	☐
☑	Other information or documentation the City may deem necessary, as described on the application form, for proper review and analysis of a particular application and its potential detrimental effects.	☐	☐
☑	**Millcreek Land Use Application and Owner Affidavit (Signed and Notarized)**	☐	☐

CCOZ Pre-Application Compliance Matrix

Checkmark and Complete <u>All</u> boxes and fields below

CCOZ District		Building Elevations			
Neighborhood	☐	12-26 feet	☐	40-75 feet	☐
Mill Center	☐	12-38 feet	☐	48-75 feet	☑

MarketPlace ■		24-50 feet ☐	

Building Type			
Mixed-Use ■	Multi-Family ☐	Highland Drive ☐	Millcreek Common ☐
Office/Comm/Civic Mixed ☐	Townhome ☐	Richmond/1300 East ■	Laneway ☐
Adaptive Reuse ☐		3300 South ■	Woonerf ☐
Commercial Single Purpose ☐		Neighborhood Street ☐	Corner Lot ■

Parking Stalls by Use				
USE TYPE	√ IF YES	UNIT #	STALLS REQ.	STALLS PROVIDED
STUDIO	■	43	43	
1 BEDROOM	■	143	143	
2 BEDROOM	■	24	36	
3 OR MORE BEDROOM	☐			
GUEST (.25)	■	210	52.5	
COMMERCIAL	■	5132	12.83	
SERVICE	☐			
OFFICE	☐			
TOTAL:			287.33	276

Shared Parking, EV and ADA			
SHARED PARKING:	Y NO ☐	YES ■	N/A ☐
REQUIRED SPACES BEFORE SHARED PARKING TABLE: **288**			
SPACES PROVIDED AFTER SHARED PARKING TABLE: **276**			
EV SPACES WITH 220 VOLT CHARGING STATION: **10**			
EV SPACES WITH 220 VOLT INFRASTRUCTURE: **55**			
ADA SPACES PROVIDED: 9			

On-Street Parking Stalls	
HOW MANY SPACES:	0
STREET NAME(S):	N/A
STREET NAME(S):	N/A

Please be as specific as possible and verify plan set type, page and sheet number are correct. FOR PROJECT DETAILS, DO NOT LEAVE BLANK, WRITE N/A, UNAVAILABLE, OR COMING SOON.

CATEGORY	CCOZ REQUIREMENT	PROJECT DETAILS (Provide page and sheet number in plans identifying requirement is satisfied.)		REVIEW NOTES (*Office Only*)
Use Requirements				
		PLAN SET TYPE	PAGE #	REQUIREMENT SATISFIED
Commercial Uses	Required for ground floor facades.	Architectural	P1.01	YES ■ NO ☐
Streetscape Requirements				
		PLAN SET TYPE	PAGE #	REQUIREMENT SATISFIED

Street Type	List applicable street type and illustrate correct right-of-way	Architectural	P0.01	YES ☑ NO ☐
Street Tree Plan	Depends on street type. See Millcreek Urban Forestry Standards.	PLAN SET TYPE Architectural	PAGE # P0.01	REQUIREMENT SATISFIED YES ☑ NO ☐
Dedication	May be required based on street type. Is correct right-of-way dedication illustrated.	PLAN SET TYPE Architectural	PAGE # P0.01	REQUIREMENT SATISFIED YES ☑ NO ☐
Street Furnishing, Light Poles	Required based on street type. Are all furnishings and lightpoles labeled correctly. Refer to CCOZ light pole plan.	PLAN SET TYPE Architectural	PAGE # P0.01	REQUIREMENT SATISFIED YES ☑ NO ☐
Bulk Requirements				
Build to Zone	0 to 10 feet – subject to new street standard	PLAN SET TYPE Architectural	PAGE # P0.01	REQUIREMENT SATISFIED YES ☑ NO ☐
Minimum Side Yard Setbacks	10 feet between buildings. Note: greater setbacks may be required where walls containing residential windows are adjacent to another building with residential windows.	PLAN SET TYPE Architectural	PAGE # P0.01	REQUIREMENT SATISFIED YES ☑ NO ☐
		PLAN SET TYPE	PAGE #	REQUIREMENT SATISFIED

Minimum Rear Yard Setbacks	10 feet, or 25 feet if adjacent to residential zoning.	Architectural	P0.01	YES ☑ NO ☐
Building Height	Maximum height to be established per the height map in the CCOZ. Applicant to verify by survey the property location to determine the allowable height.	PLAN SET TYPE Architectural	PAGE # P3.01	REQUIREMENT SATISFIED YES ☑ NO ☐
Height Transitions	Required for projects within 100 feet of an R-1 or R-2 zone	PLAN SET TYPE N/A	PAGE # N/A	REQUIREMENT SATISFIED YES ☑ NO ☐
Minimum Lot Coverage	50 percent	PLAN SET TYPE Architectural	PAGE # P0.01	REQUIREMENT SATISFIED YES ☑ NO ☐
Maximum Lot Coverage	80 percent	PLAN SET TYPE Architectural	PAGE # P0.01	REQUIREMENT SATISFIED YES ☑ NO ☐
Off-Street Parking	Must be located to the side or rear of building or structure	PLAN SET TYPE Architectural	PAGE # P0.01	REQUIREMENT SATISFIED YES ☑ NO ☐
Design Standards				
		PLAN SET TYPE	PAGE #	REQUIREMENT SATISFIED

Entrances	First floor entrances must face street.	Architectural	P1.01	YES ■ NO □
Building step-backs	20' foot street or common facing stepback required between first and third stories.	PLAN SET TYPE Architectural	PAGE # P1.03, P1.04	REQUIREMENT SATISFIED YES □ NO ■
Windows	50 percent of street facing facades, and 25 percent of upper story facades. Windows must be designed to standards described in the graphic.	PLAN SET TYPE Architectural	PAGE # P2.01	REQUIREMENT SATISFIED YES ■ NO □
Landscaping	Specific street trees required. Submit plan for non-public spaces. See Millcreek Urban Forestry Standards.	PLAN SET TYPE Architectural	PAGE # P0.01	REQUIREMENT SATISFIED YES ■ NO □
Garbage and Recycling	May not be closer than 10 feet from a property line, unless in a parking structure. Enclosures are required for waste containers outside of buildings.	PLAN SET TYPE Architectural	PAGE # P0.01	REQUIREMENT SATISFIED YES ■ NO □
Building Materials	Stucco and EIFS are prohibited for use as materials on any façade visible from a right-of-way. Stone or brick must be 50 percent of ground floor, excluding windows, or 75 percent of ground floor, excluding windows, if the project is in the Mill Center District	PLAN SET TYPE Architectural	PAGE # P2.01	REQUIREMENT SATISFIED YES ■ NO □

Building Length	No single building may exceed 300 feet in length.	PLAN SET TYPE Architectural	PAGE # P1.01	REQUIREMENT SATISFIED YES  NO 
Building Separation	Buildings must be separated by at least 10 feet. Note: greater setbacks may be required where walls containing residential windows are adjacent to another building with residential windows.	PLAN SET TYPE Architectural	PAGE # P0.01	REQUIREMENT SATISFIED YES  NO 
Facade Articulation	Rooflines shall vary every 100 feet. 3 foot depth façade depth variation requires for buildings longer than 100' feet. 2' foot other sides.	PLAN SET TYPE Architectural	PAGE # P2.01	REQUIREMENT SATISFIED YES  NO 
Plaza	Sites greater than one acre must have a plaza on the front, corner side, or side of the building.	PLAN SET TYPE Architectural	PAGE # P0.01	REQUIREMENT SATISFIED YES  NO 
Open Space	Defaults to lot coverage requirements. Residential open space to be 20 percent not including private balconies. May be reduced with a fee-in- lieu, under certain circumstances	PLAN SET TYPE Architectural	PAGE # P0.01	REQUIREMENT SATISFIED YES  NO 

Commercial Frontage	100% of a ground floor along and facing Mill Common 50% of a ground floor facing a street outside of Mill Common area	PLAN SET TYPE	PAGE #	REQUIREMENT SATISFIED
		Architectural	P1.01	YES ☐ NO ☐
Residential Amenities	3 required per 19.44.050 (11)	PLAN SET TYPE	PAGE #	REQUIREMENT SATISFIED
		Architectural	P1.01, P1.02, P1.04	YES ☐ NO ☐
Rooftop Gardens	Allowed, subject to design standards. A ten-foot setback is required for any amenity feature on a roof deck, except for solar panels	PLAN SET TYPE	PAGE #	REQUIREMENT SATISFIED
		N/A	N/A	YES ☐ NO ☐
Balconies	All units must have a balcony of 60 sf and 6' depth.	PLAN SET TYPE	PAGE #	REQUIREMENT SATISFIED
		Architectural	P1.01	YES ☐ NO ☐
Utilities	Utilities must be buried underground.	PLAN SET TYPE	PAGE #	REQUIREMENT SATISFIED
		Civil	C3.1	YES ☐ NO ☐
Management	24 hour onsite management required. 19.44.050 (E) (17)	PLAN SET TYPE	PAGE #	REQUIREMENT SATISFIED
		Architectural	P1.01, P1.02	YES ☐ NO ☐
		PLAN SET TYPE	PAGE #	REQUIREMENT SATISFIED

Electric Vehicle Charging	Parking structures shall include one 220V electric vehicle charging station per each 10 stalls. 1 per garage in Townhouses	Architectural	P0.01	YES ☑ NO ☐
Unit Storage	Each unit must provide 100 cubic feet of unit storage. 19.44.050 (E)(17)	PLAN SET TYPE Not detailed, but will be met	PAGE # 	REQUIREMENT SATISFIED YES ☑ NO ☐
Energy Efficiency	Rooftops must include solar for at least 50% of rooftop area or building shall be designed to exceed the energy efficiency standards of the current state-adopted International Energy Conservation Code and ASHRAE standards by at least 5%.	PLAN SET TYPE N/A	PAGE # N/A	REQUIREMENT SATISFIED YES ☑ NO ☐
Parking				
Minimum Parking Requirement	MKZ 19.80 PARKING AND MOBILIZATION	PLAN SET TYPE	PAGE #	REQUIREMENT SATISFIED
	1.0 spaces per studio unit	Architectural	P0.01	YES ☑ NO ☐
	1.0 space per one bedroom unit			
	1.5 spaces per two-bedroom unit			
	2 spaces per unit for units with three or more bedrooms			
	0.25 spaces per unit for visitor parking			
	Restaurant - 1 space per 150 square feet of seating area			
	Profession Office - 1 space per 400 square feet			
	Retail - 1 space per 300 square feet of gross floor area			

Submit this application with all required documents to the Planning Department for review.

COTTONWOOD 3300

A COTTONWOOD RESIDENTIAL DEVELOPMENT

PROJECT DESCRIPTION

PROJECT SUMMARY

Located on the SE corner of 1300 East and 3300 South in Millcreek, Utah, the site is currently vacant and was previously fragmented with vacant lots, an abandoned home, and a small office building. Proposed, is further contribution to the overall revitalization and growth of Millcreek's City Center with a 7-story-210-unit building, with approximately 3,500sf of commercial space, gathering spaces and walk-up units at street level. These programs will bring people to the street and help create a more safe and enjoyable experience within the city center. The project seeks to embrace the city's setbacks by pursuing a Development Agreement to broaden the public ROW and enhance the streetscape. The second and third level terraces will also bring eyes to the street and human scale elements to 3300 S. enhancing the overall pedestrian experience.

Due to the geography and slope of the project site, the building ranges from ~75' on the west property line to ~70' on the east property line. The project houses a range of unit sizes from 500sf to 1,200sf in order to accommodate a wide spectrum of incomes and residents. Amenities such as a fitness center, a gear shop, and a pool courtyard are scattered throughout the building to connect residents and promote healthier lifestyles. The commercial space will further energize the hard corner as a welcome addition to the mixed-use Millcreek Common environment. The project has a sophisticated look with the use of expansive glazing, multiple brick applications, metal panel accents, adhered masonry, and tongue & groove composite siding. The use of these nonintrusive and complementary materials allows city life to flow into the residential spaces, creating a harmonious balance of the live/work lifestyles that have become so necessary for today's economy.

This project will be overall beneficial in helping the city reach its goals of building a City Center that is a vibrant, walkable mixed-use area with a range of employment, services, and housing by bringing more residents to the area, making a safer more enjoyable pedestrian experience, and providing street level public gathering areas.

Scale: 1" = 20'

20' 0 20' 40'

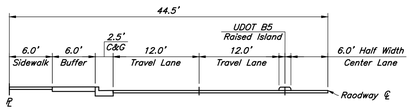
Site Data
Zoning: C-2
Current Use: Vacant Parcel

3300 South Street (State Highway 171 UDOT)

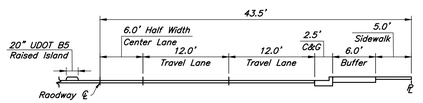
1300 East Street

UTIL
MECH
MECH
A5-1 (MS)
A4 (MS)
B2 (MS)
A4 (MS)
A4 (MS)
FIRE RISER
F. D. C.

Roadway ℄
20" UDOT B5 Raised Island
6.0'
2.5' C&G
12.0' Travel Lane
12.0' Travel Lane
6.0' Buffer
40.0' ℄ to Existing R.O.W.
44.5' ℄ to R.O.W. After Dedication
6.0' Sidewalk
5.0' Walking Path Beyond The Required ROW
Proposed R.O.W. After Dedication
5.0' Sidewalk
6.0' Buffer
43.5'
℄ to R.O.W. After Dedication
40.0'
℄ to Existing R.O.W.
5.0' Walking Path Beyond The Required ROW
Proposed R.O.W. After Dedication
Existing Building
Existing Driveway
Existing Driveway
Existing Building
Covered Parking



A **3300 South Road Cross-Section**
Scale: 1" = 10'



B **1300 West Road Cross-Section**
Scale: 1" = 10'

REV	DATE	DESCRIPTION

Designed by: Name
Drafted by: Name
Client Name:
Client
21-126 SP

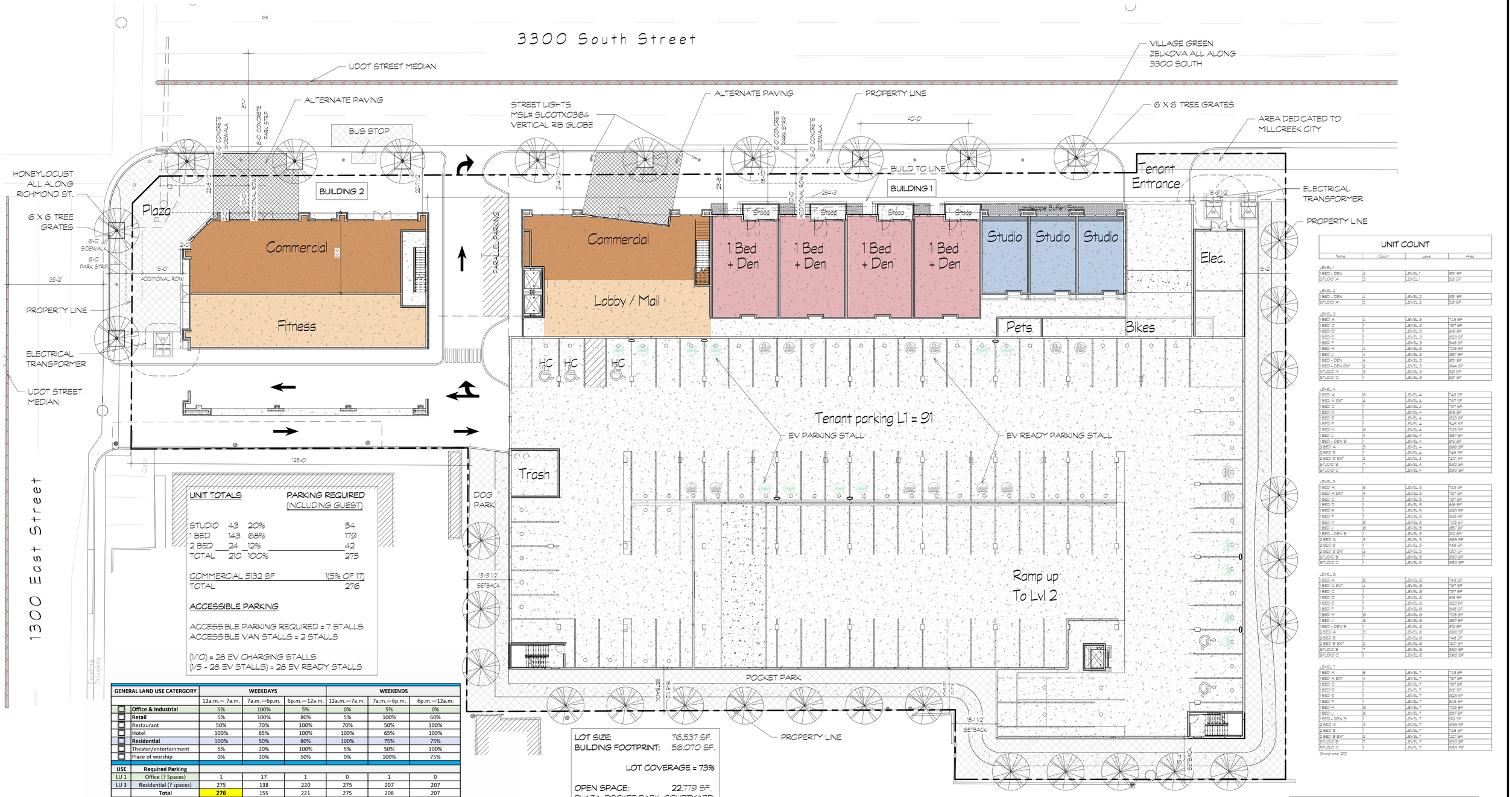
ANDERSON WAHLEN & ASSOCIATES
2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 521-8529 – AWengineering.net

Site Plan

33rd SOUTH APARTMENTS
1312 EAST 3300 SOUTH
MILLCREEK, UTHA

3 Apr, 2026

SHEET NO.
A



UNIT TOTALS			PARKING REQUIRED (INCLUDING GUEST)
STUDIO	43	20%	54
1 BED	143	68%	179
2 BED	24	12%	42
TOTAL	210	100%	275

COMMERCIAL 5132 SF 1(5% OF 17)
TOTAL 276

ACCESSIBLE PARKING

ACCESSIBLE PARKING REQUIRED = 7 STALLS
ACCESSIBLE VAN STALLS = 2 STALLS

(1/10) = 28 EV CHARGING STALLS
(1/5 - 28 EV STALLS) = 28 EV READY STALLS

GENERAL LAND USE CATERGORY		WEEKDAYS			WEEKENDS		
		12a.m.— 7a.m.	7a.m.—6p.m.	6p.m.—12a.m.	12a.m.—7a.m.	7a.m.—6p.m.	6p.m.—12a.m.
	Office & Industrial	5%	100%	5%	0%	5%	0%
	Retail	5%	100%	80%	5%	100%	60%
	Restaurant	50%	70%	100%	70%	50%	100%
	Hotel	100%	65%	100%	100%	65%	100%
	Residential	100%	50%	80%	100%	75%	75%
	Theater/entertainment	5%	20%	100%	5%	50%	100%
	Place of worship	0%	30%	50%	0%	100%	75%
USE	**Required Parking**						
LU 1	Office (? Spaces)	1	17	1	0	1	0
LU 3	Residential (? spaces)	275	138	220	275	207	207
	Total	**276**	155	221	275	208	207

LOT SIZE: 76,537 SF.
BUILDING FOOTPRINT: 56,070 SF.

LOT COVERAGE = 73%

OPEN SPACE: 22,779 SF.
PLAZA, POCKET PARK, COURTYARD & DECK

OPEN SPACE = 30%

SITE PLAN
1/16" = 1'-0"

NORTH

UNIT COUNT

Name	Count	Level	Area
LEVEL 1			
1 BED + DEN	4	LEVEL 1	931 SF
STUDIO A	3	LEVEL 1	521 SF
LEVEL 2			
1 BED + DEN	4	LEVEL 2	931 SF
STUDIO A	3	LEVEL 2	521 SF
LEVEL 3			
1 BED A	4	LEVEL 3	743 SF
1 BED C	1	LEVEL 3	797 SF
1 BED D	1	LEVEL 3	616 SF
1 BED E	1	LEVEL 3	623 SF
1 BED F	1	LEVEL 3	545 SF
1 BED H	4	LEVEL 3	705 SF
1 BED J	4	LEVEL 3	657 SF
1 BED + DEN	4	LEVEL 3	931 SF
1 BED + DEN EXT	2	LEVEL 3	944 SF
STUDIO A	3	LEVEL 3	521 SF
STUDIO C	1	LEVEL 3	591 SF
LEVEL 4			
1 BED A	8	LEVEL 4	743 SF
1 BED A EXT	4	LEVEL 4	787 SF
1 BED C	1	LEVEL 4	797 SF
1 BED D	1	LEVEL 4	616 SF
1 BED E	1	LEVEL 4	623 SF
1 BED F	1	LEVEL 4	545 SF
1 BED H	8	LEVEL 4	705 SF
1 BED J	4	LEVEL 4	657 SF
1 BED + DEN B	1	LEVEL 4	912 SF
2 BED A	3	LEVEL 4	838 SF
2 BED B	1	LEVEL 4	748 SF
2 BED B EXT	2	LEVEL 4	920 SF
STUDIO B	7	LEVEL 4	530 SF
STUDIO C	1	LEVEL 4	590 SF
LEVEL 5			
1 BED A	8	LEVEL 5	743 SF
1 BED A EXT	4	LEVEL 5	787 SF
1 BED C	1	LEVEL 5	797 SF
1 BED D	1	LEVEL 5	616 SF
1 BED E	1	LEVEL 5	623 SF
1 BED F	1	LEVEL 5	545 SF
1 BED H	8	LEVEL 5	705 SF
1 BED J	4	LEVEL 5	657 SF
1 BED + DEN B	1	LEVEL 5	912 SF
2 BED A	3	LEVEL 5	838 SF
2 BED B	1	LEVEL 5	748 SF
2 BED B EXT	2	LEVEL 5	920 SF
STUDIO B	7	LEVEL 5	530 SF
STUDIO C	1	LEVEL 5	590 SF
LEVEL 6			
1 BED A	8	LEVEL 6	743 SF
1 BED A EXT	4	LEVEL 6	787 SF
1 BED C	1	LEVEL 6	797 SF
1 BED D	1	LEVEL 6	616 SF
1 BED E	1	LEVEL 6	623 SF
1 BED F	1	LEVEL 6	545 SF
1 BED H	8	LEVEL 6	705 SF
1 BED J	4	LEVEL 6	657 SF
1 BED + DEN B	1	LEVEL 6	912 SF
2 BED A	3	LEVEL 6	838 SF
2 BED B	1	LEVEL 6	748 SF
2 BED B EXT	2	LEVEL 6	920 SF
STUDIO B	7	LEVEL 6	530 SF
STUDIO C	1	LEVEL 6	590 SF
LEVEL 7			
1 BED A	8	LEVEL 7	743 SF
1 BED A EXT	4	LEVEL 7	787 SF
1 BED C	1	LEVEL 7	797 SF
1 BED D	1	LEVEL 7	616 SF
1 BED E	1	LEVEL 7	623 SF
1 BED F	1	LEVEL 7	545 SF
1 BED H	8	LEVEL 7	705 SF
1 BED J	8	LEVEL 7	657 SF
1 BED + DEN B	1	LEVEL 7	912 SF
2 BED A	3	LEVEL 7	838 SF
2 BED B	1	LEVEL 7	748 SF
2 BED B EXT	2	LEVEL 7	920 SF
STUDIO B	7	LEVEL 7	530 SF
STUDIO C	1	LEVEL 7	590 SF
Grand total: 210			

PROPERTY OWNER 3300 COTTONWOOD, LLC

COTTONWOOD 3300

1312 EAST 3300 SOUTH

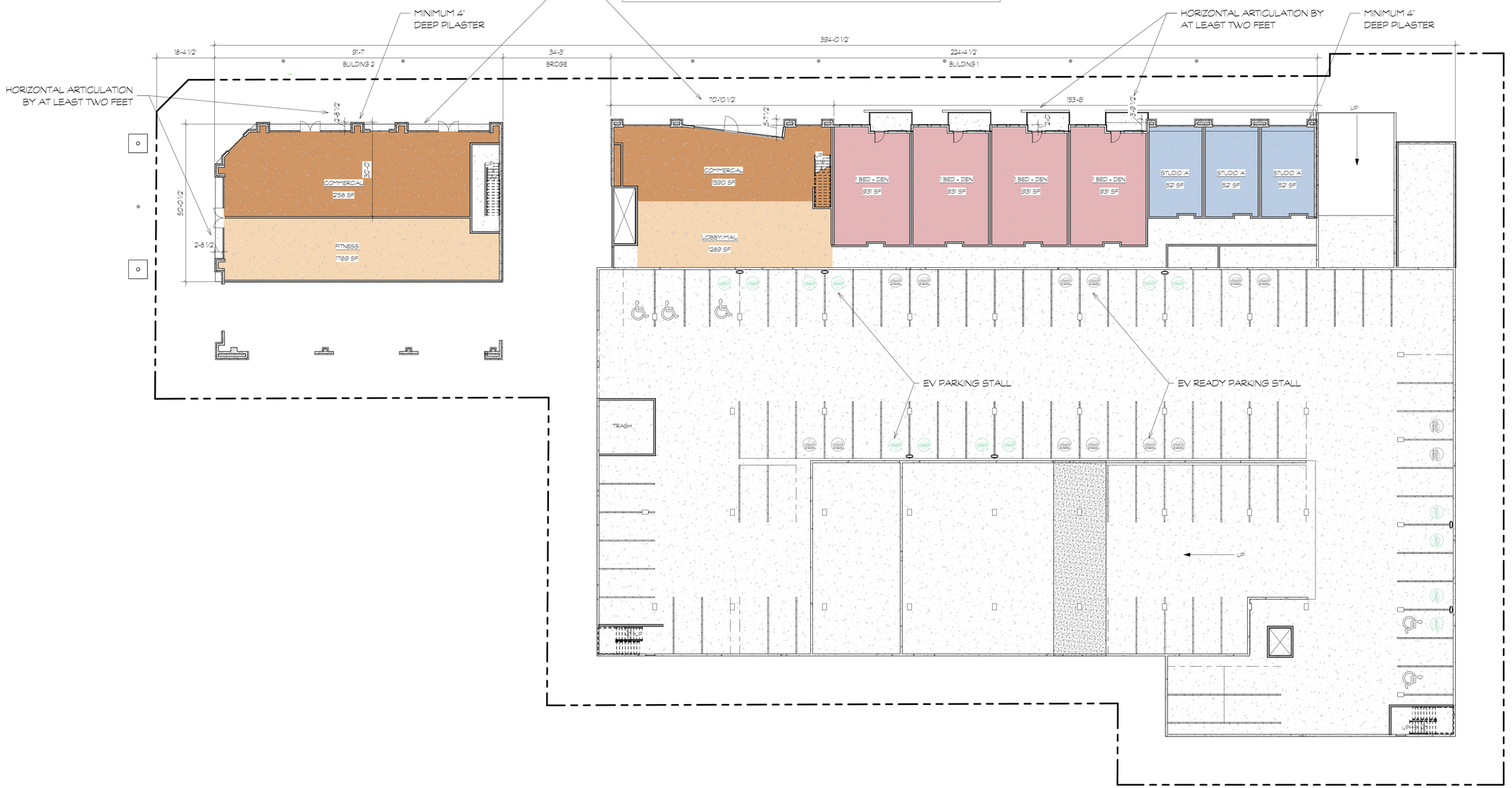
SITE PLAN | P0.01

02-06-2026

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Architecture Belgique, Inc.
7583 S. Main St. #100 Midvale, UT 84047
801-561-1333

FRONTAGE LENGTH		COMMERCIAL USE			
BUILDING 1:	224' - 4 1/2"	BUILDING 1:	70' - 10 1/2"		
BUILDING 2:	91' - 7"	BUILDING 2:	91' - 7"	162' - 5 1/2"	
TOTAL:	315' - 11 1/2"	TOTAL:	162' - 5 1/2"	315' - 11 1/2"	= 51%



UNIT COUNT - LEVEL 1

AREA	COUNT	SQFT
LEVEL 1		
1 BED + DEN	4	931 SF
COMMERCIAL	2	vacant
FITNESS	1	1769 SF
LOBBY/MAL	1	1289 SF
STUDIO A	3	521 SF

BALCONY COUNT

LEVEL	COUNT
LEVEL 1	4
LEVEL 2	4
LEVEL 3	16
LEVEL 4	27
LEVEL 5	28
LEVEL 6	28
LEVEL 7	29
TOTAL	138

138 BALCONIES / 210 UNITS = 66% OF UNITS HAVE BALCONIES OF 60 SF. MIN.

LEVEL 1
1/16" = 1'-0"

NORTH

COTTONWOOD 3300

1312 EAST 3300 SOUTH

LEVEL1 | P1.01

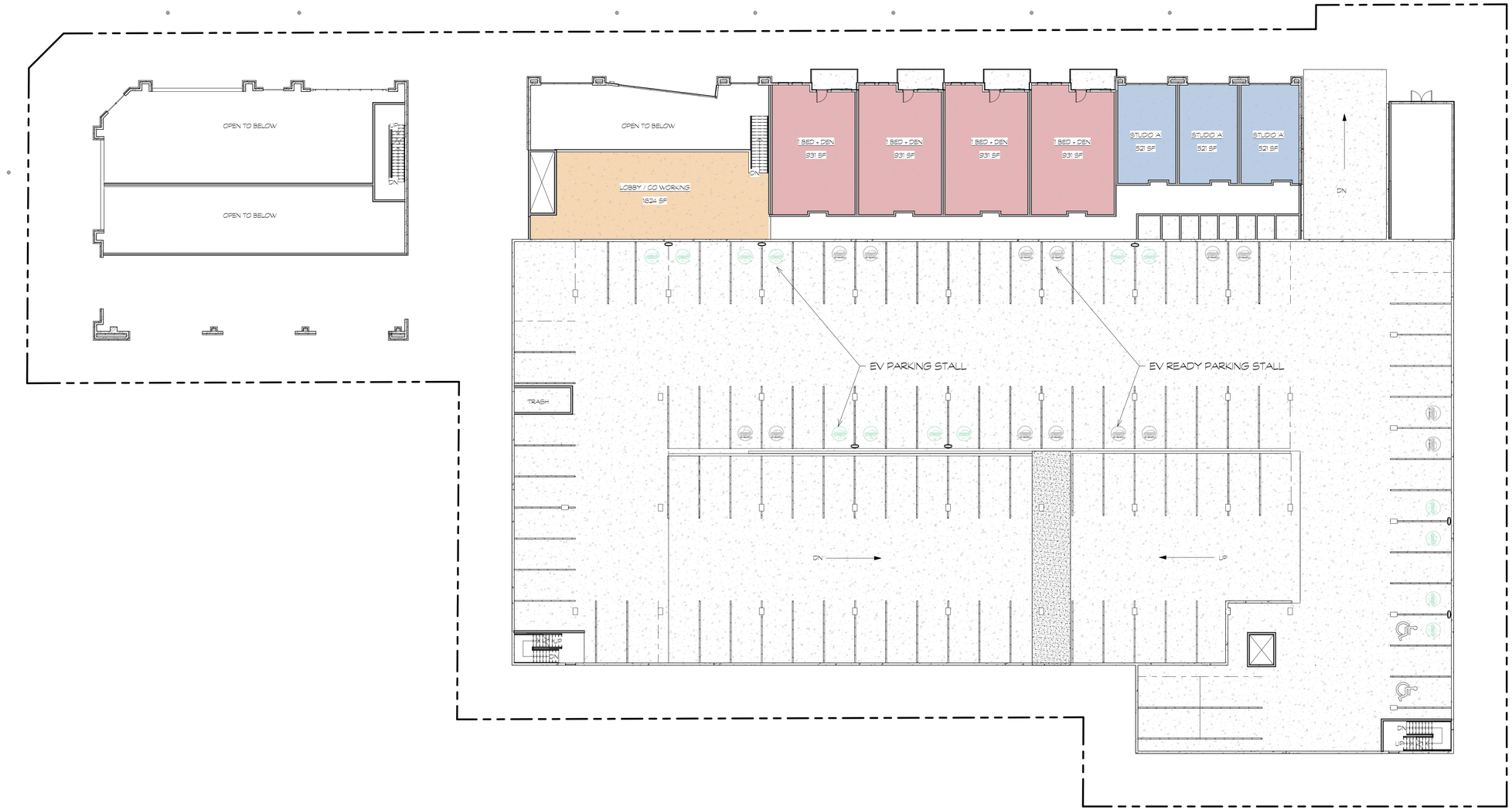
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UNIT COUNT - LEVEL 2

AREA	COUNT	SQFT
LEVEL 2		
1 BED + DEN	4	931 SF
LOBBY / CO WORKING	1	1624 SF
STUDIO A	3	521 SF



BALCONY COUNT

LEVEL	COUNT
LEVEL 1	4
LEVEL 2	4
LEVEL 3	16
LEVEL 4	27
LEVEL 5	28
LEVEL 6	28
LEVEL 7	29
TOTAL	138

138 BALCONIES / 210 UNITS = 66% OF UNITS HAVE BALCONIES OF 60 SF. MIN.

LEVEL 2
1/16" = 1'-0"

NORTH

COTTONWOOD 3300

1312 EAST 3300 SOUTH

LEVEL 2 | P1.02

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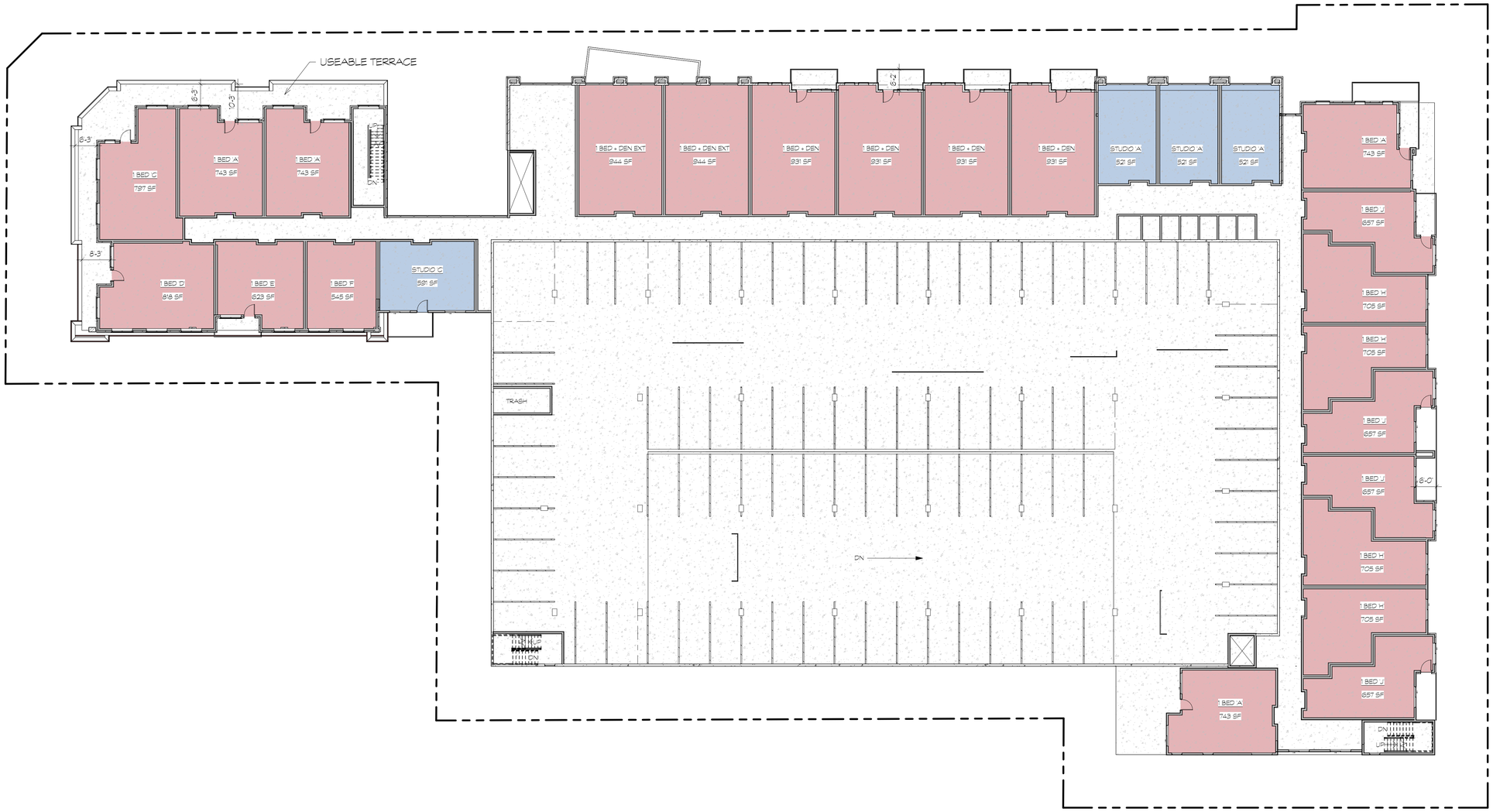
UNIT COUNT - LEVEL 3

AREA	COUNT	AREA
LEVEL 3		
1 BED A	4	743 SF
1 BED C	1	797 SF
1 BED D	1	818 SF
1 BED E	1	623 SF
1 BED F	1	545 SF
1 BED H	4	705 SF
1 BED J	4	657 SF
1 BED + DEN	4	931 SF
1 BED + DEN EXT	2	944 SF
STUDIO A	3	521 SF
STUDIO C	1	591 SF

BALCONY COUNT

LEVEL	COUNT
LEVEL 1	4
LEVEL 2	4
LEVEL 3	16
LEVEL 4	27
LEVEL 5	28
LEVEL 6	28
LEVEL 7	29
TOTAL	138

138 BALCONIES / 210 UNITS = 66% OF UNITS HAVE BALCONIES OF 60 SF. MIN.



LEVEL 3
1/16" = 1'-0"

NORTH

COTTONWOOD 3300

1312 EAST 3300 SOUTH

LEVEL3 | P1.03

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UNIT COUNT - LEVEL 4

AREA	COUNT	SQFT
LEVEL 4		
1 BED A	8	743 SF
1 BED A EXT	4	787 SF
1 BED C	1	797 SF
1 BED D	1	818 SF
1 BED E	1	623 SF
1 BED F	1	545 SF
1 BED H	6	705 SF
1 BED J	4	657 SF
1 BED + DEN B	1	912 SF
2 BED A	3	898 SF
2 BED B	1	948 SF
2 BED B EXT	2	1201 SF
STUDO B	7	530 SF
STUDO C	1	380 SF

BALCONY COUNT

LEVEL	COUNT
LEVEL 1	4
LEVEL 2	4
LEVEL 3	16
LEVEL 4	27
LEVEL 5	28
LEVEL 6	28
LEVEL 7	29
TOTAL	138

138 BALCONIES / 210 UNITS = 66% OF UNITS HAVE BALCONIES OF 60 SF. MIN.

LEVEL 4
1/16" = 1'-0"

NORTH

COTTONWOOD 3300

1312 EAST 3300 SOUTH

LEVEL 4 | P1.04

02-06-2026

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UNIT COUNT - LEVEL 5

AREA	COUNT	SQFT
LEVEL 5		
1 BED A	8	743 SF
1 BED A EXT	4	787 SF
1 BED C	1	797 SF
1 BED D	1	616 SF
1 BED E	1	623 SF
1 BED F	1	545 SF
1 BED H	6	705 SF
1 BED J	8	657 SF
1 BED + DEN B	1	912 SF
2 BED A	3	698 SF
2 BED B	1	748 SF
2 BED B EXT	2	1201 SF
STUDIO B	7	530 SF
STUDIO C	1	580 SF

BALCONY COUNT

LEVEL	COUNT
LEVEL 1	4
LEVEL 2	4
LEVEL 3	16
LEVEL 4	27
LEVEL 5	28
LEVEL 6	28
LEVEL 7	28
TOTAL	138

138 BALCONIES / 210 UNITS = 66% OF UNITS HAVE BALCONIES OF 60 SF. MIN.



LEVEL 5
1/16" = 1'-0"

NORTH

COTTONWOOD 3300

1312 EAST 3300 SOUTH

LEVEL 5 | P1.05

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UNIT COUNT - LEVEL 6

AREA	COUNT	SQFT
LEVEL 6		
1 BED A	8	743 SF
1 BED A EXT	4	787 SF
1 BED C	1	797 SF
1 BED D	1	818 SF
1 BED E	1	623 SF
1 BED F	1	545 SF
1 BED H	6	705 SF
1 BED J	8	657 SF
1 BED + DEN B	1	912 SF
2 BED A	3	898 SF
2 BED B	1	748 SF
2 BED B EXT	2	1201 SF
STUDIO B	7	530 SF
STUDIO C	1	590 SF

BALCONY COUNT

LEVEL	COUNT
LEVEL 1	4
LEVEL 2	4
LEVEL 3	16
LEVEL 4	27
LEVEL 5	28
LEVEL 6	28
LEVEL 7	28
TOTAL	138

138 BALCONIES / 210 UNITS = 66% OF UNITS HAVE BALCONIES OF 60 SF. MIN.



LEVEL 6

1/16" = 1'-0"

NORTH

COTTONWOOD 3300

1312 EAST 3300 SOUTH

LEVEL 6 | PI.06

02-06-2026

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UNIT COUNT - LEVEL 7

AREA	COUNT	SQFT
LEVEL 7		
1 BED A	8	743 SF
1 BED A EXT	4	787 SF
1 BED C	1	787 SF
1 BED D	1	818 SF
1 BED E	1	623 SF
1 BED F	1	545 SF
1 BED H	6	705 SF
1 BED J	8	657 SF
1 BED + DEN B	1	912 SF
2 BED A	3	698 SF
2 BED B	1	748 SF
2 BED B EXT	2	1201 SF
STUDIO B	7	530 SF
STUDIO C	1	380 SF

BALCONY COUNT

LEVEL	COUNT
LEVEL 1	4
LEVEL 2	4
LEVEL 3	16
LEVEL 4	27
LEVEL 5	28
LEVEL 6	28
LEVEL 7	29
TOTAL	138

138 BALCONIES / 210 UNITS = 66% OF UNITS HAVE BALCONIES OF 60 SF. MIN.



LEVEL 7

1/16" = 1'-0"

NORTH

COTTONWOOD 3300

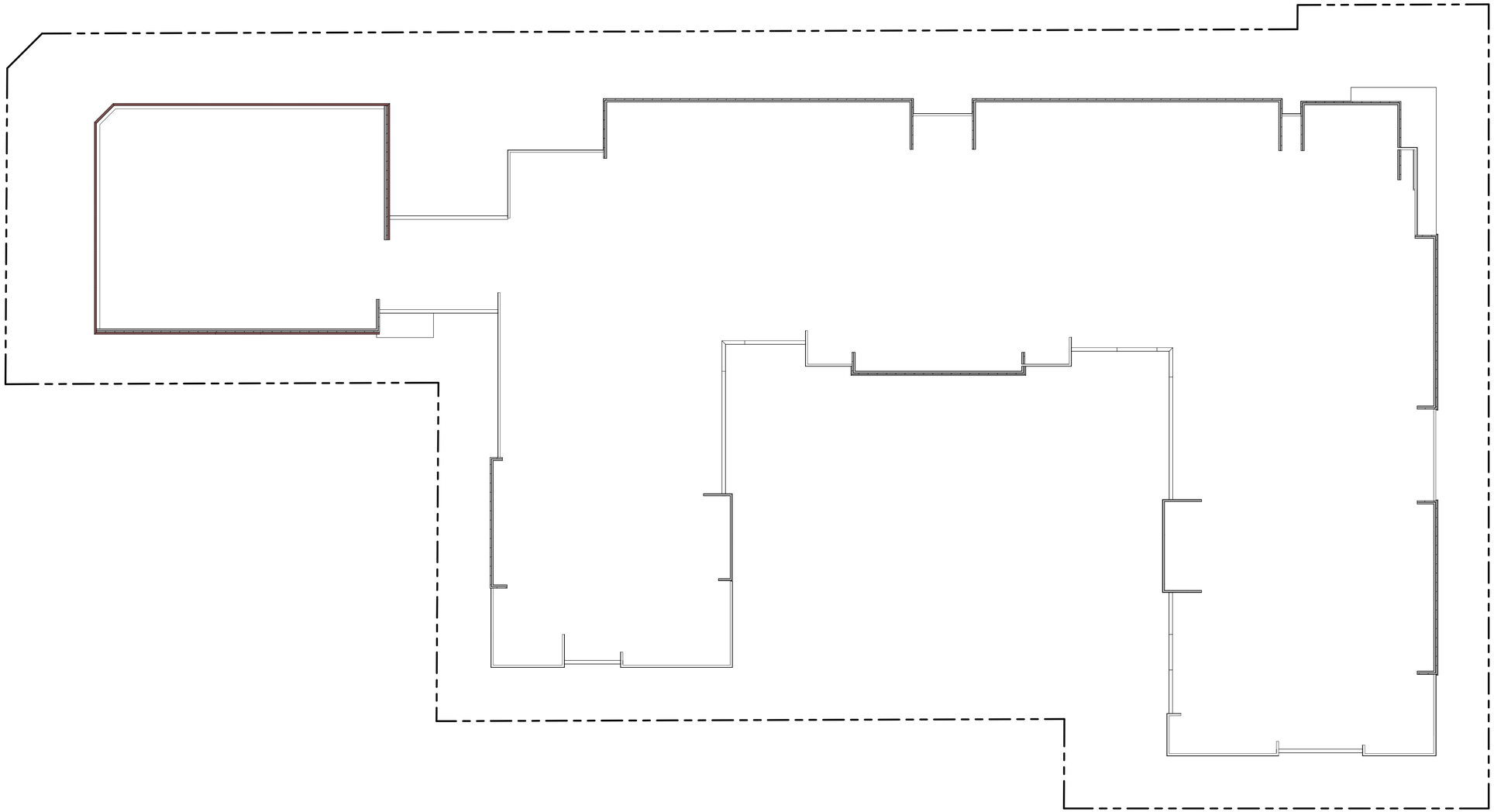
1312 EAST 3300 SOUTH

LEVEL 7 | P1.07

02-06-2026

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ROOF PLAN
1/16" = 1'-0"

EXIN B/4"

COTTONWOOD 3300

1312 EAST 3300 SOUTH

ROOF | P1.08

02-06-2026

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- VISUAL BREAKS ALONG THE STREET-FACING FACADE SUCH AS HORIZONTAL ARTICULATION IN THE PLANE OF THE FACADE BY AT LEASE TWO FEET (2)

- CHANGES IN THE MATERIALS, COLOR, TEXTURE, OR PATTERN FOR GREATER THAN 50 PERCENT OF THE BUILDING FACADE

- USEABLE TERRACES AT LEAST 10 FEET IN DEPTH ALONG THE STREET FACING FACADES



NORTH ELEVATION

1/16" = 1'-0"

MATERIAL LEGEND

- BRICK VENEER
- METAL SIDING
- ADHERED MASONRY
- GLAZING
- T&G COMPOSITE SIDING

- VISUAL BREAKS ALONG THE STREET-FACING FACADE SUCH AS HORIZONTAL ARTICULATION IN THE PLANE OF THE FACADE BY AT LEASE TWO FEET (2)

- CHANGES IN THE MATERIALS, COLOR, TEXTURE, OR PATTERN FOR GREATER THAN 50 PERCENT OF THE BUILDING FACADE

- USEABLE TERRACES AT LEAST 10 FEET IN DEPTH ALONG THE STREET FACING FACADES



WEST ELEVATION

1/16" = 1'-0"

GLAZING PERCENTAGE CALCULATIONS

ELEVATION	LEVEL	PERCENTAGE
NORTH (BLDG 2)	1	69%
NORTH (BLDG 2)	5	34%
NORTH (BLDG 1)	1	50%
NORTH (BLDG 1)	5	29%
WEST	1	16%
WEST	5	27%
SOUTH	1	0%
SOUTH	5	25%
EAST	1	0%
EAST	5	27%

MATERIAL PERCENTAGE CALCULATIONS

ELEVATION	LEVEL	MATERIAL	PERCENTAGE
NORTH (BLDG 1)	1	BRICK	33%
		STONE	64%
		WOOD	3%
NORTH (BLDG 1)	4-8	BRICK	57%
		METAL	14%
		WOOD	29%
NORTH (BLDG 2)	1	BRICK	100%
NORTH (BLDG 2)	4-8	BRICK	100%
WEST (BLDG 2)	1	BRICK	100%
WEST (BLDG 2)	4-8	BRICK	100%
WEST (BLDG 1)	4-8	BRICK	21%
		METAL	34%
		STUCCO	45%
SOUTH (BLDG 2)	1	BRICK	72%
		STUCCO	28%
SOUTH (BLDG 1)	4-8	BRICK	8%
		METAL	27%
		WOOD	23%
		STUCCO	42%
EAST	4-8	BRICK	32%
		METAL	13%
		WOOD	31%
		STUCCO	24%

COTTONWOOD 3300

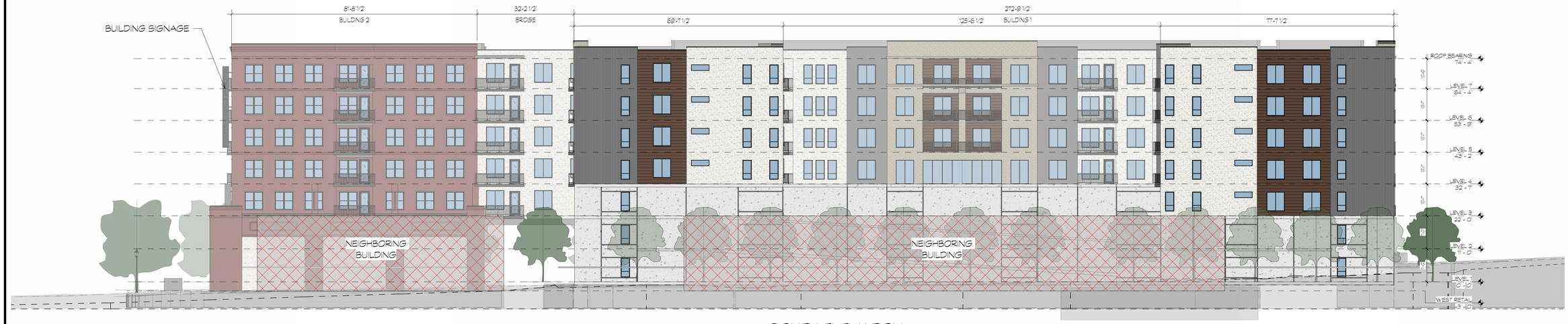
1312 EAST 3300 SOUTH

ELEVATIONS | P2.01

02-06-2026

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SOUTH ELEVATION

1/16" = 1'-0"

MATERIAL LEGEND

- BRICK VENEER
- METAL SIDING
- ADHERED MASONRY
- GLAZING
- T&G COMPOSITE SIDING



EAST ELEVATION

1/16" = 1'-0"

GLAZING PERCENTAGE CALCULATIONS

ELEVATION	LEVEL	PERCENTAGE
NORTH (BLDG 2)	1	69%
NORTH (BLDG 2)	5	34%
NORTH (BLDG 1)	1	50%
NORTH (BLDG 1)	5	29%
WEST	1	16%
WEST	5	27%
SOUTH	1	0%
SOUTH	5	25%
EAST	1	0%
EAST	5	27%

MATERIAL PERCENTAGE CALCULATIONS

ELEVATION	LEVEL	MATERIAL	PERCENTAGE
NORTH (BLDG 1)	1	BRICK	33%
		STONE	64%
		WOOD	3%
NORTH (BLDG 1)	4-8	BRICK	57%
		METAL	14%
		WOOD	29%
NORTH (BLDG 2)	1	BRICK	100%
NORTH (BLDG 2)	4-8	BRICK	100%
WEST (BLDG 2)	1	BRICK	100%
WEST (BLDG 2)	4-8	BRICK	100%
WEST (BLDG 1)	4-8	BRICK	21%
		METAL	34%
		STUCCO	45%
SOUTH (BLDG 2)	1	BRICK	72%
		STUCCO	28%
SOUTH (BLDG 1)	4-8	BRICK	8%
		METAL	27%
		WOOD	23%
		STUCCO	42%
EAST	4-8	BRICK	32%
		METAL	13%
		WOOD	31%
		STUCCO	24%

COTTONWOOD 3300

1312 EAST 3300 SOUTH

02-06-2026

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3D View 1



3D View 2



3D View 3

COTTONWOOD 3300

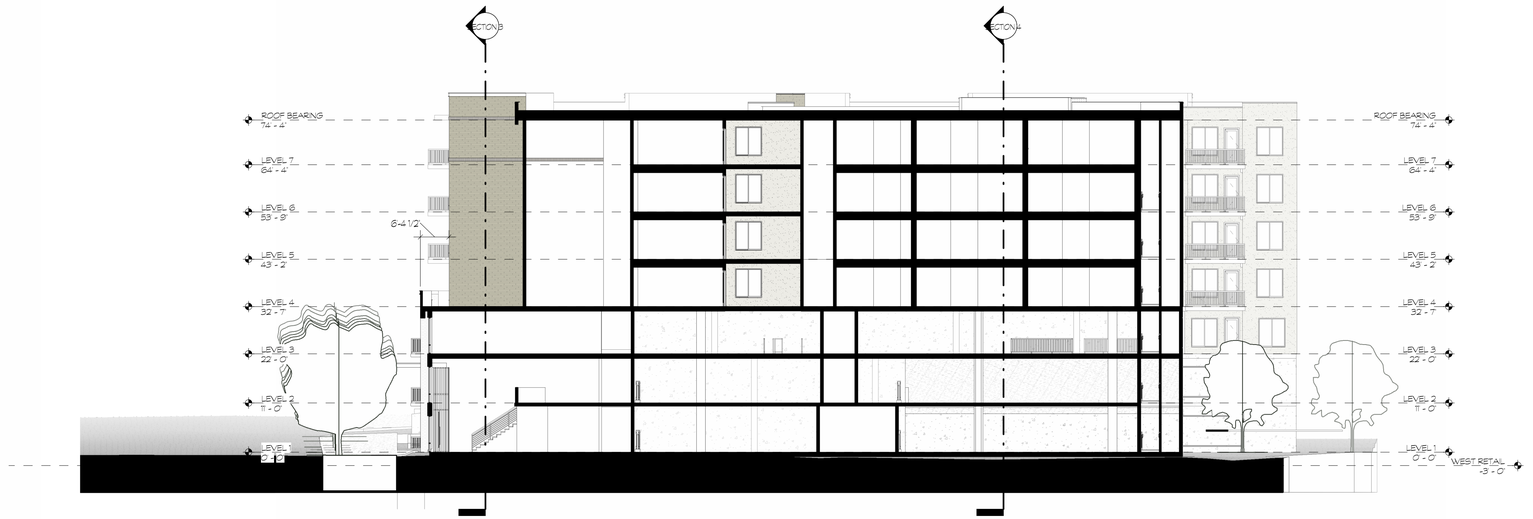
1312 EAST 3300 SOUTH

PERSPECTIVES | P2.03

02-06-2026

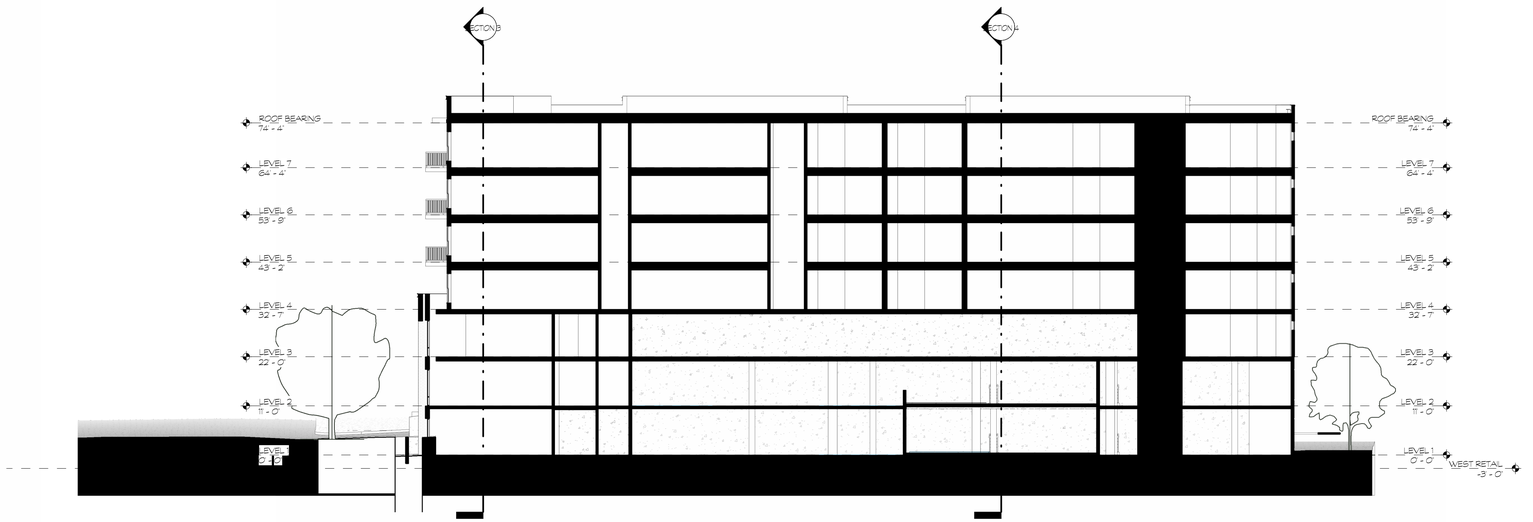
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SECTION 1

1/16" = 1'-0"



SECTION 2

1/16" = 1'-0"

COTTONWOOD 3300

1312 EAST 3300 SOUTH

SECTIONS | P3.01

02-06-2026

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Fehr & Peers

Memo

Date: December 8, 2025

To: Francis Lilly, Millcreek City

From: Matt Hastings, Fehr & Peers

Subject: Cottonwoods Traffic Study Update

This memorandum summarizes the anticipated effects on local traffic for the updated land use for the Cottonwoods development. In 2021, Fehr & Peers submitted a Traffic Impact Study (TIS) for the same site with different land uses. Since the 2021 analysis, the project land uses have changed from 226 residential dwelling units with 4,374 square feet of office space and 3,361 square feet of commercial space to a development that includes 209 residential dwelling units and 5,132 square feet of commercial space. This update evaluates the effects of the changed land uses on the traffic operations. Entitled projects within the study area are included in the background traffic volumes. The possible impacts of a different land use at this site and the Cottonwood Mall redevelopment are considered as well. This memorandum serves as an addendum to the 2021 analysis.

Project Description

The Cottonwoods development is located approximately at 1300 East 3300 South in Millcreek, Utah. The project will include two accesses onto 3300 South and one onto 1300 East. The access on 1300 East is located approximately 75 feet south of the intersection of 1300 East & 3300 South. The western project access along 3300 South is located approximately 130 feet east of the intersection of 3300 South & 1300 East. The eastern project access along 3300 South is located approximately 230 feet further east. The access on 1300 East and the eastern access on 3300 South are proposed as right-in, right-out driveways. The western access on 3300 South is proposed as right-out only.

This update assumes the following land uses:

- 43 units Studio Apartments
- 142 units 1-Bedroom Apartments
- 24 units 2-Bedroom Apartments
- 5,132 ft^2 General Commercial Space

Trip Generation

Trip generation estimates for the project were developed using trip generation rates published in the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition, 2021, and Fehr & Peers' mixed-use development (MXD+) methodology, a Fehr & Peers web application that estimates

the benefits of mixed-use and context-specific developments by looking at interactions among the mixture of land uses and patron usage of alternative modes (i.e., transit, bicycling, and/or walking).

The gross and net external vehicle trips expected to be generated by the mixed-use development, along with the vehicle trip reduction rates (that account for trips that are internal to the site, as well as trips that shift to transit or walk/bike modes) are shown in **Table 1**. The trips generated from this development are calculated to be 793 daily trips and 53 and 76 trips in the AM and PM peak hours, respectively.

Table 1: Site Total Trip Generation

Land Use Inputs				Trip Generation Calculations						
ITE Land Use	**ITE Code**	**Units**	**Quantity**	**Daily Total**	**AM In**	**AM Out**	**AM Total**	**PM In**	**PM Out**	**PM Total**
Studio Apartment	221	Dwelling Units	43	159	2	5	7	10	7	17
1-bed Apartment	221	Dwelling Units	143	649	12	41	53	34	22	56
2-bed Apartment	221	Dwelling Units	24	109	2	7	9	5	4	9
Retail	822	1,000 Sq Ft	5.1	279	7	5	12	17	17	34
Net Raw Project Trips				1,196	23	58	81	66	50	116
Internal Capture				-26	-1	-1	-2	-3	-3	-6
External Walk, Bike, and Transit				-377	-7	-20	-27	-13	-20	-33
Net New Project Trips				**793**	15	38	**53**	43	33	**76**

Source: Fehr & Peers

As requested, an alternative land use was considered to compare trip generation. High-volume restaurant drive-through have unique traffic demand and are a new category in the newly released ITE 12th edition of trip generation. The ITE code for this use is 929 and encompasses restaurants similar to In-N-Out Burger, Chick-fil-A, and raising cane's. A high-volume restaurant drive-through, assumed to be approximately 5,000 square feet, would generate roughly 130 total trips during the AM peak hour and 292 trips during the PM peak hour, the total daily trips generated would be roughly 3,266. A 5,000 square foot restaurant would be similar in size to the In-N-Out Burger located at the intersection of 2100 South & Main Street which is situated on a similarly sized parcel. Compared to the proposed residential and retail use, the trip generation from the high-volume restaurant drive-through would be 2.5 and 3.8 times larger for the AM and PM peak hour periods, respectively.

Traffic Operations Analysis

Using VISSIM software and the HCM 7th Edition (HCM 7) delay thresholds, the peak hour Level of Service (LOS) was computed. **Table 2** and Error! Reference source not found. show the LOS comparisons for background and plus project conditions and a comparison to scenarios from the 2019 corridor study. The existing background traffic volumes were updated with traffic counts

collected in July 2025. Trips generated by entitled projects in the area were included in the background volumes as well. The entitled projects that were included were:

- Millcreek Commons East
- MC33
- The Westerly
- Medical Office along Highland Drive
- Millhaus
- Office and restaurant along Richmond Street
- Brick Lofts Phase II

As shown in **Table 2**, the proposed land use does not result in any intersection reaching an LOS of E or F, levels typically considered deficient. Both accesses along 3300 South operate at acceptable LOS. The vehicles exiting the project site from these two driveways are not anticipated to experience delay of more than 10 seconds. Both major signalized intersections are not significantly impacted by this development and maintain the same LOS in plus project conditions as in background conditions. This is likely due to the relatively small impact on the overall traffic volumes this development has.

The project access along 1300 East, while at an acceptable LOS, may experience higher levels of delay if large numbers of vehicles are attempting to turn left at the intersection of 1300 East & 3300 South from this project access. This is due to the queue from the northbound vehicles, of all turning movements at the intersection of 1300 East & 3300 South, which block the exit for vehicles leaving the project via this access. The VISSIM model assumed that roughly half of the vehicles exiting the site from this access would make a left at this intersection. Under this assumption, the LOS for this exit was still an acceptable LOS D in the worst case. Northbound right-turning vehicles at the intersection of 1300 East & 3300 South regularly queue past the available storage length but clear in each cycle of the traffic signal.

Compared to the "Future Plus Greatest Impact Scenario Conditions" in the Highland Drive Corridor Study, the impact of this development, and the updated background conditions, are smaller than the greatest impact scenario from the Highland Drive Corridor Study. The PM peak hour in the greatest impact scenario projected LOS E for both of the signalized study intersections. This analysis found that both signalized intersections would operate at LOS C in future plus project scenarios (AM and PM peak hours).

For all project accesses to operate safely and effectively, median barriers are recommended along 1300 East and 3300 South near the project. The median along 1300 East is recommended to extend approximately 120 feet from the intersection of 1300 East & 3300 South, or roughly 35 feet further south than the project access. The median along 3300 South is recommended to extend approximately 475 feet from the intersection with 1300 East to the Home Depot access. The addition of median barriers is expected to increase the number of u-turns at the two signalized study intersections. The u-turns that are expected to be created due to the median barriers are the eastbound to westbound turn at Highland Drive & 3300 South, the northbound to southbound at 1300 East & 3300 South, and the westbound to eastbound at 1300 East & 3300 South. The u-turns were included in the Vissim model and none of the left turn lanes experienced a decrease in LOS.

Table 2: AM and PM Peak Hour Level of Service Summary

Intersection[1,2,3,4,5]			Existing	Existing + Project	Future	Future + Project
ID	Location	Period				
1	1300 East & 3300 South (Signal)	AM	B / 20	B / 20	C / 23	C / 23
		PM	C / 27	C / 27	C / 33	C / 34
2	Highland Drive & 3300 South (Signal)	AM	C / 25	C / 24	C / 25	C / 25
		PM	C / 23	C / 23	C / 27	C / 27
3	Access 1 (eastern) & 3300 South (Side Street Stop)	AM	na[6]	A / 7 (NBR)	na	A / 7 (NBR)
		PM	na	A / 7 (NBR)	na	A / 6 (NBR)
4	Access 2 (western) & 3300 South (Side Street Stop)	AM	na	A / 1 (NBR)	na	A / 1 (NBR)
		PM	na	A / 1 (NBR)	na	A / 1 (NBR)
5	1300 East & Access 3 (Side Street Stop)	AM	na	A / 6 (WBR)	na	B / 11 (WBR)
		PM	na	A / 5 (WBR)	na	D / 29 (WBR)

Table 3: Level of Service Summary – 2019 Highland Drive Corridor Study

Intersection[1,2,3,4,5]			Future	Future + Greatest Impact
ID	Location	Period		
1	1300 East & 3300 South (Signal)	AM	C / 23	C / 33
		PM	C / 25	**E / 56**
2	Highland Drive & 3300 South (Signal)	AM	C / 25	C / 30
		PM	C / 27	**E / 58**

1. This represents the overall intersection LOS for signalized intersections using the HCM 7 methodology.
2. This represents the worst movement LOS and is only reported for unsignalized intersections using HCM 7 methodology.
3. NB=Northbound, SB=Southbound, EB=Eastbound, WB=Westbound.
4. LOS highlighted in **bold** indicate a deficient LOS.
5. Results report in LOS / Delay format. Delay is given in Seconds/Vehicle
6. Access 1, 2, and 3 do not exist in existing background conditions

Source: Fehr & Peers, 2025

ROW Analysis

It is possible that upon buildout of this development, some extra space will be allocated to the ROW along 3300 South instead of being used by the development. The developer has indicated that this space may either be dedicated to pedestrian space or more space allocated for turning vehicles. Using NCHRP report 457, a right-turn bay is unnecessary. Based on this and the safety benefit of calming vehicles along 3300 South, allocating additional space to a right-turn bay is not recommended. If a right-turn bay is desired, the standard width is 12 feet. Improving the pedestrian and bicyclist amenities along 3300 South would be a more productive use of extra space along the roadway. Enhancing the pedestrian and bicyclist experience could contribute to more active transportation modes being used as the Millcreek City Center continues to build out.

Cottonwood Mall Redevelopment

The Cottonwood Mall, Holladay Hills, located along Highland Drive south of Murray Holladay Road, has been planned to be redeveloped into a large mixed-use development. This redevelopment was not included in the 2019 Highland Drive Corridor Study and is expected to have an impact on overall traffic volumes along Highland Drive in the study area of this project. Trip generation and distribution were calculated for this site, and the impact on Highland Drive between 3300 South and 3900 South is reported here. **Table 4** shows the trip generation calculated for the site using MXD+, which accounts for internal capture and alternative modes within a mixed-use site. The land uses and quantities are the same as were used by Glatting Jackson Kercher Anglin, Inc. in the 2007 Traffic Study included in the site development master plan.

Table 4: Cottonwoods Mall Redevelopment Total Trip Generation

Land Use Inputs				Trip Generation Calculations						
ITE Land Use	**ITE Code**	**Units**	**Quantity**	**Daily Total**	**AM In**	**AM Out**	**AM Total**	**PM In**	**PM Out**	**PM Total**
Single Family	210	Dwelling Units	26	245	5	13	18	15	9	24
Apartments	223	Dwelling units	461	2,217	48	118	166	125	87	212
Condos	230	Dwelling units	114	392	12	38	50	29	12	41
Movie Theater	445	1,000 Sq Ft	53.9	4,209	*[1]	*	*	313	20	333
Fitness Club	492	1,000 Sq Ft	20.3	*	14	13	27	40	30	70
Office	710	1,000 Sq Ft	83.8	908	112	15	127	21	100	121
Retail	820	1,000 Sq Ft	480	17,765	250	153	403	783	849	1,632
Supermarket	850	1,000 Sq Ft	59.4	5,574	100	70	170	266	266	532
Net Raw Project Trips				31,310	541	420	961	1,592	1,373	2,965
Internal Capture				-1,600	-33	-33	-66	-126	-126	-252
External Walk, Bike, and Transit				-3,251	-81	-30	-111	-40	-257	-297
Net New Project Trips				**26,459**	441	342	**783**	1,297	1,118	**2,415**

1. ITE rates not available.

Source: Fehr & Peers

The trips generated by the Cottonwood Mall redevelopment were distributed through the regional roadway network according to the regional land uses and roadway capacities. Roughly 32% of project trips were routed through Highland Drive between 3300 South and 3900 South. During the AM peak hour the Cottonwood Mall redevelopment is expected to generate roughly 110 northbound vehicles and 141 southbound vehicles along Highland Drive between 3300 South and 3900 South. During the PM peak hour, the development is expected to generate roughly 359 northbound vehicles and 416 southbound vehicles. In the future plus project scenarios (the highest traffic volume scenarios tested), these traffic volumes equate to an increase of traffic volumes of 17%, 28%, 42%, and 55% for the AM northbound, AM southbound, PM northbound, and PM southbound traffic volumes, respectively.

Conclusion

The proposed Cottonwood land use is expected to generate 793 daily trips and 53 and 76 trips in the AM and PM peak hours, respectively. A high-volume restaurant drive-through would generate significantly more traffic, roughly 2.5 and 3.8 times more traffic for the AM and PM peak hours, respectively. The background and plus project conditions meet sufficient Levels of Service (LOS) for all five study intersections. Though vehicles exiting the site at Access 3 along 1300 East that attempt to turn left at 3300 South can cause higher delay, resulting in LOS D in the worst case. The LOS results of this analysis are better than the results of the "Future Plus Greatest Impact Scenario Conditions" in the Highland Drive Corridor Study.

Medians are recommended to ensure the project accesses are not used by left-turning vehicles, maintaining a safer roadway close to busy intersections. The medians are recommended to span from the intersection of 1300 East & 3300 South past the project accesses to ensure that drivers do not try to turn around them. A right-turn bay along 3300 South is not recommended for the project access. If extra ROW is acquired, it is recommended that it be used for enhancing the pedestrian and bicyclist experience, making active modes more attractive in a developing urban environment.

The proposed Cottonwood Mall redevelopment, Holladay Hills, is expected to significantly increase traffic along Highland Drive. It is anticipated that this development could increase traffic along Highland Drive between 17% and 55%.

Vissim Post-Processor **Millcreek Cottonwoods TIA**
Average Results from 10 Runs **Existing Conditions**
Volume and Delay by Movement **AM Peak Hour**

Intersection 1 **1300 East/3300 South** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	51	52	102.0%	42.5	11.8	D
	Through	217	221	101.7%	44.4	4.7	D
	Right Turn	94	92	97.7%	25.8	7.3	C
	Subtotal	362	365	100.7%	39.4	4.7	D
SB	Left Turn	88	82	93.5%	48.6	9.0	D
	Through	177	171	96.4%	44.7	5.3	D
	Right Turn	66	68	103.0%	5.5	1.1	A
	Subtotal	331	321	96.9%	37.4	3.3	D
EB	Left Turn	86	97	113.0%	12.1	3.4	B
	Through	485	482	99.4%	9.0	2.9	A
	Right Turn	28	29	102.1%	6.3	3.1	A
	Subtotal	599	608	101.5%	9.5	2.3	A
WB	Left Turn	70	76	108.6%	12.3	2.8	B
	Through	428	431	100.8%	6.7	1.9	A
	Right Turn	59	49	83.1%	3.9	1.7	A
	Subtotal	557	556	99.9%	7.3	1.6	A
Total		1,849	1,850	100.0%	20.0	2.1	B

Intersection 2 **Highland/3300 S** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	106	112	105.4%	38.1	6.4	D
	Through	284	286	100.6%	36.9	5.0	D
	Right Turn	162	163	100.8%	24.3	2.8	C
	Subtotal	552	561	101.6%	33.6	4.0	C
SB	Left Turn	67	74	111.0%	51.8	11.0	D
	Through	275	281	102.0%	43.9	4.6	D
	Right Turn	74	72	96.6%	22.7	7.8	C
	Subtotal	416	426	102.5%	41.8	4.5	D
EB	Left Turn	71	75	105.9%	16.0	5.9	B
	Through	463	449	97.0%	10.6	1.2	B
	Right Turn	131	129	98.2%	2.3	0.6	A
	Subtotal	665	653	98.2%	9.6	0.9	A
WB	Left Turn	115	120	104.3%	16.1	5.4	B
	Through	383	387	101.1%	11.7	2.1	B
	Right Turn	59	57	96.3%	8.1	3.0	A
	Subtotal	557	564	101.2%	12.3	1.7	B
Total		2,190	2,204	100.6%	24.5	1.3	C

Intersection 3 **Access 1/3300 South** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	Total Delay (sec/veh) LOS
NB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
SB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
EB	Left Turn						
	Through	665	653	98.2%	0.1	0.0	A
	Right Turn						
	Subtotal	665	653	98.2%	0.1	0.0	A
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		665	653	98.2%	0.1	0.0	A

Intersection 4 **Access 2/3300 South** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	Total Delay (sec/veh) LOS
NB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
SB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
EB	Left Turn						
	Through	665	653	98.2%	0.1	0.0	A
	Right Turn						
	Subtotal	665	653	98.2%	0.1	0.0	A
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		665	653	98.2%	0.1	0.0	A

Vissim Post-Processor **Millcreek Cottonwoods TIA**
Average Results from 10 Runs **Existing Conditions**
Volume and Delay by Movement **AM Peak Hour**

Intersection 5 **1300 East/Access 3** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	Total Delay (sec/veh) LOS
NB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
SB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total							

Vissim Post-Processor **Millcreek Cottonwoods TIA**
Average Results from 10 Runs **Existing Conditions**
Volume and Delay by Movement **PM Peak Hour**

Intersection 1 **1300 East/3300 South** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	80	83	104.1%	42.3	7.1	D
	Through	274	279	101.8%	41.5	6.3	D
	Right Turn	168	164	97.6%	25.1	6.6	C
	Subtotal	522	526	100.8%	36.7	5.6	D
SB	Left Turn	225	219	97.2%	52.5	13.1	D
	Through	492	484	98.4%	36.2	3.3	D
	Right Turn	167	168	100.3%	7.2	0.8	A
	Subtotal	884	871	98.5%	35.1	5.4	D
EB	Left Turn	175	193	110.4%	22.7	3.2	C
	Through	615	608	98.9%	19.8	1.8	B
	Right Turn	85	87	102.4%	16.3	3.1	B
	Subtotal	875	888	101.5%	20.2	1.5	C
WB	Left Turn	149	159	106.4%	23.9	5.0	C
	Through	576	597	103.7%	15.8	3.0	B
	Right Turn	121	108	88.8%	11.3	4.4	B
	Subtotal	846	863	102.0%	16.8	2.1	B
Total		3,127	3,148	100.7%	27.0	2.1	C

Intersection 2 **Highland/3300 S** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	143	152	106.0%	31.7	3.3	C
	Through	418	424	101.4%	27.6	4.4	C
	Right Turn	180	180	99.9%	22.2	2.6	C
	Subtotal	741	755	101.9%	27.1	2.8	C
SB	Left Turn	114	122	107.3%	35.0	4.4	D
	Through	446	451	101.2%	24.4	2.9	C
	Right Turn	106	106	100.4%	14.0	3.8	B
	Subtotal	666	680	102.1%	24.4	2.3	C
EB	Left Turn	109	112	102.7%	25.8	7.6	C
	Through	691	677	98.0%	19.0	3.2	B
	Right Turn	205	197	96.2%	4.2	1.2	A
	Subtotal	1,005	986	98.1%	17.1	2.9	B
WB	Left Turn	168	171	101.7%	26.4	5.6	C
	Through	588	598	101.7%	23.5	2.5	C
	Right Turn	101	104	102.8%	19.7	4.8	B
	Subtotal	857	873	101.8%	23.6	1.9	C
Total		3,269	3,294	100.8%	22.7	1.3	C

Intersection 3 **Access 1/3300 South** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	Total Delay (sec/veh) LOS
NB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
SB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
EB	Left Turn						
	Through	1,005	984	98.0%	0.2	0.1	A
	Right Turn						
	Subtotal	1,005	984	98.0%	0.2	0.1	A
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		1,005	984	98.0%	0.2	0.1	A

Intersection 4 **Access 2/3300 South** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	Total Delay (sec/veh) LOS
NB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
SB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
EB	Left Turn						
	Through	1,005	984	98.0%	0.2	0.1	A
	Right Turn						
	Subtotal	1,005	984	98.0%	0.2	0.1	A
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		1,005	984	98.0%	0.2	0.1	A

Vissim Post-Processor **Millcreek Cottonwoods TIA**
Average Results from 10 Runs **Existing Conditions**
Volume and Delay by Movement **PM Peak Hour**

Intersection 5 **1300 East/Access 3** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	Total Delay (sec/veh) LOS
NB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
SB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total							

Vissim Post-Processor **Millcreek Cottonwoods TIA**
Average Results from 10 Runs **Existing Plus Project Conditions**
Volume and Delay by Movement **AM Peak Hour**

Intersection 1 **1300 East/3300 South** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	58	52	90.0%	43.3	9.8	D
	Through	222	220	99.2%	43.4	6.9	D
	Right Turn	96	92	96.0%	23.4	7.1	C
	Subtotal	376	365	97.0%	38.1	5.4	D
SB	Left Turn	97	93	96.1%	43.2	8.4	D
	Through	178	171	95.9%	42.0	4.2	D
	Right Turn	67	68	101.5%	5.0	1.2	A
	Subtotal	342	332	97.0%	34.6	3.5	C
EB	Left Turn	86	97	113.0%	12.4	3.7	B
	Through	488	486	99.5%	9.9	2.7	A
	Right Turn	28	29	102.1%	7.2	4.4	A
	Subtotal	602	612	101.6%	10.3	2.3	B
WB	Left Turn	71	77	108.5%	13.2	3.9	B
	Through	429	432	100.8%	7.5	2.2	A
	Right Turn	59	49	83.1%	4.5	2.4	A
	Subtotal	559	558	99.9%	8.1	1.8	A
Total		1,879	1,867	99.3%	19.8	1.9	B

Intersection 2 **Highland/3300 S** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	106	113	106.9%	36.2	5.8	D
	Through	286	285	99.8%	36.6	5.1	D
	Right Turn	162	163	100.7%	24.3	2.7	C
	Subtotal	554	562	101.4%	33.1	3.9	C
SB	Left Turn	67	74	111.0%	50.6	11.4	D
	Through	275	281	102.1%	44.1	5.3	D
	Right Turn	74	72	96.9%	23.7	8.6	C
	Subtotal	416	427	102.6%	41.9	5.5	D
EB	Left Turn	78	84	107.6%	16.9	5.4	B
	Through	471	459	97.3%	10.4	1.4	B
	Right Turn	139	136	98.1%	2.7	0.4	A
	Subtotal	688	679	98.7%	9.7	1.3	A
WB	Left Turn	115	120	104.3%	16.3	5.0	B
	Through	385	390	101.2%	11.6	2.1	B
	Right Turn	60	58	95.8%	7.8	3.0	A
	Subtotal	560	567	101.3%	12.2	1.8	B
Total		2,218	2,235	100.7%	24.2	1.4	C

Intersection 3 **Access 1/3300 South** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	Total Delay (sec/veh) LOS
NB	Left Turn						
	Through						
	Right Turn	16	16	100.6%	6.5	0.4	A
	Subtotal	16	16	100.6%	6.5	0.4	A
SB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
EB	Left Turn						
	Through	674	665	98.6%	0.2	0.1	A
	Right Turn	13	19	146.2%	0.3	0.1	A
	Subtotal	687	684	99.5%	0.2	0.1	A
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		703	700	99.5%	0.3	0.1	A

Intersection 4 **Access 2/3300 South** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	Total Delay (sec/veh) LOS
NB	Left Turn						
	Through						
	Right Turn	8	9	113.8%	0.1	0.2	A
	Subtotal	8	9	113.8%	0.1	0.2	A
SB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
EB	Left Turn						
	Through	680	665	97.8%	0.2	0.1	A
	Right Turn						
	Subtotal	680	665	97.8%	0.2	0.1	A
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		688	674	97.9%	0.2	0.1	A

Vissim Post-Processor **Millcreek Cottonwoods TIA**
Average Results from 10 Runs **Existing Plus Project Conditions**
Volume and Delay by Movement **AM Peak Hour**

Intersection 5 **1300 East/Access 3** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through						
	Right Turn	4	4	105.0%	0.2	0.2	A
	Subtotal	4	4	105.0%	0.2	0.2	A
SB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn						
	Through	8	7	82.5%	4.5	4.1	A
	Right Turn	6	7	116.7%	6.2	10.1	A
	Subtotal	14	14	97.1%	6.5	5.5	A
Total		18	18	98.9%	5.0	4.2	A

Vissim Post-Processor **Millcreek Cottonwoods TIA**
Average Results from 10 Runs **Existing Plus Project Conditions**
Volume and Delay by Movement **PM Peak Hour**

Intersection 1 **1300 East/3300 South** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	86	83	96.6%	38.8	6.4	D
	Through	278	279	100.3%	42.0	7.0	D
	Right Turn	169	164	97.1%	26.2	9.0	C
	Subtotal	533	526	98.7%	36.8	6.9	D
SB	Left Turn	245	240	97.9%	56.4	13.1	E
	Through	493	484	98.3%	35.7	5.3	D
	Right Turn	168	168	99.7%	7.1	1.3	A
	Subtotal	906	892	98.4%	36.2	6.9	D
EB	Left Turn	175	193	110.5%	22.1	4.4	C
	Through	624	617	98.9%	20.2	1.8	C
	Right Turn	85	87	102.5%	16.5	2.7	B
	Subtotal	884	898	101.5%	20.3	1.8	C
WB	Left Turn	150	161	107.2%	23.1	3.2	C
	Through	577	598	103.6%	15.8	3.1	B
	Right Turn	121	108	88.9%	11.6	4.2	B
	Subtotal	848	866	102.1%	16.7	2.2	B
Total		3,171	3,182	100.3%	27.4	1.9	C

Intersection 2 **Highland/3300 S** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	143	156	109.3%	32.8	4.5	C
	Through	422	424	100.5%	27.8	5.0	C
	Right Turn	180	180	99.9%	21.8	4.2	C
	Subtotal	745	760	102.1%	27.3	4.1	C
SB	Left Turn	114	122	107.4%	33.2	3.9	C
	Through	446	452	101.4%	24.3	2.8	C
	Right Turn	106	106	100.4%	14.1	4.3	B
	Subtotal	666	681	102.2%	24.1	2.5	C
EB	Left Turn	115	118	102.2%	24.8	4.0	C
	Through	698	684	97.9%	19.3	3.8	B
	Right Turn	212	204	96.3%	4.1	0.7	A
	Subtotal	1,025	1,005	98.1%	17.2	3.2	B
WB	Left Turn	168	171	101.5%	29.4	6.5	C
	Through	591	598	101.3%	24.5	2.7	C
	Right Turn	102	105	103.1%	20.6	5.2	C
	Subtotal	861	874	101.5%	25.0	2.7	C
Total		3,297	3,321	100.7%	23.0	1.7	C

Intersection 3 **Access 1/3300 South** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	Total Delay (sec/veh) LOS
NB	Left Turn						
	Through						
	Right Turn	14	12	85.7%	6.5	0.3	A
	Subtotal	14	12	85.7%	6.5	0.3	A
SB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
EB	Left Turn						
	Through	1,013	994	98.2%	0.3	0.1	A
	Right Turn	32	35	109.7%	0.4	0.2	A
	Subtotal	1,045	1,030	98.5%	0.3	0.1	A
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		1,059	1,042	98.3%	0.4	0.1	A

Intersection 4 **Access 2/3300 South** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	Total Delay (sec/veh) LOS
NB	Left Turn						
	Through						
	Right Turn	7	8	114.3%	0.1	0.2	A
	Subtotal	7	8	114.3%	0.1	0.2	A
SB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
EB	Left Turn						
	Through	1,038	994	95.8%	0.4	0.1	A
	Right Turn						
	Subtotal	1,038	994	95.8%	0.4	0.1	A
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		1,045	1,002	95.9%	0.4	0.1	A

Vissim Post-Processor **Millcreek Cottonwoods TIA**
Average Results from 10 Runs **Existing Plus Project Conditions**
Volume and Delay by Movement **PM Peak Hour**

Intersection 5 **1300 East/Access 3** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through						
	Right Turn	11	9	79.1%	0.3	0.1	A
	Subtotal	11	9	79.1%	0.3	0.1	A
SB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn						
	Through	7	6	84.3%	2.7	1.2	A
	Right Turn	4	6	140.0%	4.8	3.5	A
	Subtotal	11	12	104.5%	3.9	1.9	A
Total		22	20	91.8%	2.8	1.7	A

Vissim Post-Processor **Millcreek Cottonwoods TIA**
Average Results from 10 Runs **Future Conditions**
Volume and Delay by Movement **AM Peak Hour**

Intersection 1 **1300 East/3300 South** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	62	60	96.8%	44.5	15.8	D
	Through	311	311	100.0%	41.9	4.8	D
	Right Turn	116	114	98.6%	26.5	6.9	C
	Subtotal	489	486	99.3%	37.9	4.8	D
SB	Left Turn	98	94	95.4%	51.2	8.0	D
	Through	208	199	95.7%	42.8	10.7	D
	Right Turn	84	85	101.7%	5.8	0.8	A
	Subtotal	390	378	96.9%	36.5	6.8	D
EB	Left Turn	94	105	111.2%	17.0	4.1	B
	Through	506	502	99.3%	12.0	2.6	B
	Right Turn	33	35	104.8%	11.5	5.9	B
	Subtotal	633	642	101.3%	12.8	2.7	B
WB	Left Turn	78	81	104.0%	15.9	4.8	B
	Through	464	468	100.9%	11.0	2.1	B
	Right Turn	59	44	73.9%	6.9	3.7	A
	Subtotal	601	593	98.7%	11.3	2.1	B
Total		2,113	2,098	99.3%	22.7	2.1	C

Intersection 2 **Highland/3300 S** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	117	123	105.5%	40.1	7.2	D
	Through	343	342	99.7%	34.6	2.4	C
	Right Turn	175	171	97.5%	25.6	5.4	C
	Subtotal	635	636	100.2%	33.2	1.5	C
SB	Left Turn	79	87	110.0%	44.9	7.2	D
	Through	344	346	100.6%	39.1	3.2	D
	Right Turn	81	80	99.3%	25.3	6.6	C
	Subtotal	504	513	101.8%	37.9	3.0	D
EB	Left Turn	75	78	103.9%	16.2	4.1	B
	Through	504	494	98.0%	11.7	2.3	B
	Right Turn	139	135	97.4%	2.7	0.7	A
	Subtotal	718	707	98.5%	10.4	1.6	B
WB	Left Turn	122	125	102.4%	20.6	3.9	C
	Through	409	413	100.9%	14.0	2.4	B
	Right Turn	77	77	100.0%	11.6	2.6	B
	Subtotal	608	615	101.1%	15.0	1.4	B
Total		2,465	2,471	100.2%	24.9	1.1	C

Intersection 3 **Access 1/3300 South** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	Total Delay (sec/veh) LOS
NB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
SB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
EB	Left Turn						
	Through	718	708	98.5%	0.2	0.0	A
	Right Turn						
	Subtotal	718	708	98.5%	0.2	0.0	A
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		718	708	98.5%	0.2	0.0	A

Intersection 4 **Access 2/3300 South** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	Total Delay (sec/veh) LOS
NB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
SB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
EB	Left Turn						
	Through	718	708	98.5%	0.2	0.0	A
	Right Turn						
	Subtotal	718	708	98.5%	0.2	0.0	A
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		718	708	98.5%	0.2	0.0	A

Vissim Post-Processor **Millcreek Cottonwoods TIA**
Average Results from 10 Runs **Future Conditions**
Volume and Delay by Movement **AM Peak Hour**

Intersection 5 **1300 East/Access 3** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	Total Delay (sec/veh) LOS
NB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
SB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total							

Vissim Post-Processor **Millcreek Cottonwoods TIA**
Average Results from 10 Runs **Future Conditions**
Volume and Delay by Movement **PM Peak Hour**

Intersection 1 **1300 East/3300 South** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	99	102	102.7%	50.0	11.6	D
	Through	358	365	101.8%	48.5	9.0	D
	Right Turn	196	190	97.1%	38.3	10.4	D
	Subtotal	653	657	100.6%	45.8	9.4	D
SB	Left Turn	249	241	96.9%	94.3	30.9	F
	Through	562	550	97.8%	33.7	4.8	C
	Right Turn	187	186	99.5%	8.9	2.1	A
	Subtotal	998	977	97.9%	42.5	6.3	D
EB	Left Turn	104	120	115.2%	23.6	2.1	C
	Through	637	634	99.6%	22.4	1.9	C
	Right Turn	96	96	100.3%	19.2	4.4	B
	Subtotal	837	850	101.6%	22.2	1.5	C
WB	Left Turn	170	179	105.0%	26.1	4.7	C
	Through	689	720	104.5%	15.6	1.9	B
	Right Turn	59	33	56.1%	9.9	4.9	A
	Subtotal	918	932	101.5%	17.3	2.1	B
Total		3,406	3,416	100.3%	32.5	3.7	C

Intersection 2 **Highland/3300 S** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	159	165	103.5%	32.0	6.6	C
	Through	505	512	101.3%	29.5	3.1	C
	Right Turn	194	192	98.9%	22.5	4.0	C
	Subtotal	858	868	101.1%	28.5	2.8	C
SB	Left Turn	135	145	107.3%	47.5	11.3	D
	Through	512	522	101.9%	27.3	3.6	C
	Right Turn	116	112	96.1%	15.3	2.7	B
	Subtotal	763	778	102.0%	29.3	3.3	C
EB	Left Turn	117	118	100.9%	35.3	9.2	D
	Through	743	726	97.8%	22.6	4.1	C
	Right Turn	218	210	96.5%	4.6	0.7	A
	Subtotal	1,078	1,055	97.8%	20.8	3.2	C
WB	Left Turn	178	179	100.4%	39.3	9.5	D
	Through	631	643	101.9%	27.6	3.5	C
	Right Turn	115	116	101.0%	21.5	4.0	C
	Subtotal	924	938	101.5%	29.0	3.1	C
Total		3,623	3,638	100.4%	26.5	1.0	C

Intersection 3 **Access 1/3300 South** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Percent	Total Delay (sec/veh) Average	Std. Dev.	LOS
NB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
SB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
EB	Left Turn						
	Through	1,078	1,055	97.9%	0.3	0.0	A
	Right Turn						
	Subtotal	1,078	1,055	97.9%	0.3	0.0	A
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		1,078	1,055	97.9%	0.3	0.0	A

Intersection 4 **Access 2/3300 South** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Percent	Total Delay (sec/veh) Average	Std. Dev.	LOS
NB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
SB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
EB	Left Turn						
	Through	1,078	1,055	97.9%	0.3	0.0	A
	Right Turn						
	Subtotal	1,078	1,055	97.9%	0.3	0.0	A
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		1,078	1,055	97.9%	0.3	0.0	A

Vissim Post-Processor **Millcreek Cottonwoods TIA**
Average Results from 10 Runs **Future Conditions**
Volume and Delay by Movement **PM Peak Hour**

Intersection 5 **1300 East/Access 3** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	Total Delay (sec/veh) LOS
NB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
SB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total							

Vissim Post-Processor | **Millcreek Cottonwoods TIA**
Average Results from 10 Runs | **Future Plus Project Conditions**
Volume and Delay by Movement | **AM Peak Hour**

Intersection 1 **1300 East/3300 South** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	69	60	87.0%	44.7	8.8	D
	Through	316	311	98.4%	43.2	6.0	D
	Right Turn	118	115	97.5%	24.0	5.9	C
	Subtotal	503	486	96.6%	39.1	5.6	D
SB	Left Turn	107	105	97.8%	42.4	5.9	D
	Through	209	199	95.1%	41.1	6.9	D
	Right Turn	85	85	100.5%	5.7	1.4	A
	Subtotal	401	389	96.9%	34.4	4.1	C
EB	Left Turn	94	105	111.2%	16.6	4.0	B
	Through	509	506	99.4%	12.5	2.8	B
	Right Turn	33	35	104.8%	6.8	4.0	A
	Subtotal	636	645	101.4%	12.9	2.7	B
WB	Left Turn	79	82	104.2%	14.1	3.4	B
	Through	464	469	101.1%	9.7	2.4	A
	Right Turn	59	44	73.9%	6.5	3.3	A
	Subtotal	602	595	98.8%	10.1	2.1	B
Total		2,142	2,115	98.7%	22.6	1.0	C

Intersection 2 **Highland/3300 S** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	117	125	106.8%	40.5	8.7	D
	Through	345	342	99.1%	35.0	2.3	C
	Right Turn	175	171	97.6%	26.6	4.3	C
	Subtotal	637	638	100.1%	33.8	2.5	C
SB	Left Turn	79	87	110.4%	47.4	7.9	D
	Through	344	347	100.9%	40.1	3.0	D
	Right Turn	81	81	99.6%	26.6	7.6	C
	Subtotal	504	515	102.2%	39.1	3.0	D
EB	Left Turn	82	87	105.5%	15.0	5.9	B
	Through	512	504	98.4%	11.7	1.8	B
	Right Turn	147	143	97.6%	2.8	0.7	A
	Subtotal	741	734	99.0%	10.3	1.6	B
WB	Left Turn	122	125	102.4%	20.2	3.8	C
	Through	411	415	101.0%	14.6	2.3	B
	Right Turn	78	78	99.6%	12.1	3.2	B
	Subtotal	611	618	101.1%	15.3	1.4	B
Total		2,493	2,504	100.4%	25.2	1.3	C

Intersection 3 **Access 1/3300 South** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	Total Delay (sec/veh) LOS
NB	Left Turn						
	Through						
	Right Turn	16	16	100.6%	6.6	0.4	A
	Subtotal	16	16	100.6%	6.6	0.4	A
SB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
EB	Left Turn						
	Through	727	720	99.0%	0.3	0.1	A
	Right Turn	13	19	146.9%	0.4	0.2	A
	Subtotal	740	739	99.9%	0.3	0.1	A
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		756	755	99.9%	0.4	0.1	A

Intersection 4 **Access 2/3300 South** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	Total Delay (sec/veh) LOS
NB	Left Turn						
	Through						
	Right Turn	8	9	113.8%	0.1	0.1	A
	Subtotal	8	9	113.8%	0.1	0.1	A
SB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
EB	Left Turn						
	Through	733	720	98.2%	0.3	0.1	A
	Right Turn						
	Subtotal	733	720	98.2%	0.3	0.1	A
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		741	729	98.4%	0.3	0.1	A

Vissim Post-Processor **Millcreek Cottonwoods TIA**
Average Results from 10 Runs **Future Plus Project Conditions**
Volume and Delay by Movement **AM Peak Hour**

Intersection 5 **1300 East/Access 3** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through						
	Right Turn	4	4	105.0%	0.2	0.2	A
	Subtotal	4	4	105.0%	0.2	0.2	A
SB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn						
	Through	8	7	82.5%	3.1	3.5	A
	Right Turn	6	7	115.0%	10.5	20.3	B
	Subtotal	14	14	96.4%	10.6	19.8	B
Total		18	18	98.3%	6.1	9.9	A

Vissim Post-Processor **Millcreek Cottonwoods TIA**
Average Results from 10 Runs **Future Plus Project Conditions**
Volume and Delay by Movement **PM Peak Hour**

Intersection 1 **1300 East/3300 South** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	105	102	96.8%	48.0	15.3	D
	Through	362	364	100.5%	46.6	8.2	D
	Right Turn	197	191	96.9%	33.6	8.9	C
	Subtotal	664	656	98.8%	43.2	8.9	D
SB	Left Turn	269	260	96.8%	112.6	31.9	F
	Through	563	549	97.5%	34.0	4.5	C
	Right Turn	188	186	98.7%	9.1	2.1	A
	Subtotal	1,020	995	97.5%	47.8	8.6	D
EB	Left Turn	104	120	115.2%	24.5	3.1	C
	Through	646	642	99.4%	22.3	2.4	C
	Right Turn	96	96	100.3%	19.8	5.3	B
	Subtotal	846	858	101.5%	22.3	2.3	C
WB	Left Turn	171	182	106.1%	28.3	8.4	C
	Through	689	720	104.5%	15.3	2.0	B
	Right Turn	59	33	56.1%	10.5	5.2	B
	Subtotal	919	935	101.7%	17.6	3.0	B
Total		3,449	3,444	99.9%	33.7	3.7	C

Intersection 2 **Highland/3300 S** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	159	169	106.4%	32.3	4.1	C
	Through	509	511	100.5%	30.7	5.3	C
	Right Turn	194	192	98.9%	23.1	3.9	C
	Subtotal	862	873	101.2%	29.4	3.5	C
SB	Left Turn	135	144	106.9%	47.6	13.0	D
	Through	512	521	101.8%	26.8	3.3	C
	Right Turn	116	112	96.5%	17.4	3.1	B
	Subtotal	763	777	101.9%	29.2	3.4	C
EB	Left Turn	123	124	100.8%	36.6	11.7	D
	Through	750	731	97.5%	23.6	3.3	C
	Right Turn	225	217	96.6%	4.5	0.6	A
	Subtotal	1,098	1,073	97.7%	21.5	3.0	C
WB	Left Turn	178	179	100.4%	41.7	11.3	D
	Through	634	644	101.6%	28.1	3.0	C
	Right Turn	116	118	101.6%	23.1	5.8	C
	Subtotal	928	941	101.3%	30.1	3.4	C
Total		3,651	3,663	100.3%	27.2	1.9	C

Intersection 3 **Access 1/3300 South** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	Total Delay (sec/veh) LOS
NB	Left Turn						
	Through						
	Right Turn	14	12	85.7%	6.4	0.3	A
	Subtotal	14	12	85.7%	6.4	0.3	A
SB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
EB	Left Turn						
	Through	1,086	1,064	98.0%	0.4	0.2	A
	Right Turn	32	35	108.1%	0.3	0.1	A
	Subtotal	1,118	1,099	98.3%	0.4	0.2	A
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		1,132	1,111	98.1%	0.5	0.2	A

Intersection 4 **Access 2/3300 South** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	Total Delay (sec/veh) LOS
NB	Left Turn						
	Through						
	Right Turn	7	8	114.3%	0.2	0.2	A
	Subtotal	7	8	114.3%	0.2	0.2	A
SB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
EB	Left Turn						
	Through	1,111	1,064	95.8%	0.4	0.2	A
	Right Turn						
	Subtotal	1,111	1,064	95.8%	0.4	0.2	A
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		1,118	1,072	95.9%	0.4	0.2	A

Vissim Post-Processor **Millcreek Cottonwoods TIA**
Average Results from 10 Runs **Future Plus Project Conditions**
Volume and Delay by Movement **PM Peak Hour**

Intersection 5 **1300 East/Access 3** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through						
	Right Turn	11	9	79.1%	0.3	0.1	A
	Subtotal	11	9	79.1%	0.3	0.1	A
SB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn						
	Through	7	6	80.0%	28.7	80.8	D
	Right Turn	4	6	137.5%	13.2	27.8	B
	Subtotal	11	11	100.9%	31.4	65.1	D
Total		22	20	90.0%	21.5	42.8	C

APPENDIX

1. Millcreek Community Council Comments

Millcreek Community Council Agenda

Tuesday, February 3, 6:30 PM

Adventure Hub, 1354 E. Chambers Ave. - Millcreek Common.

To join Zoom meeting click here

We acknowledge Hutch Jorgensen's dedicated service in managing the Zoom meetings, his time and expertise is greatly appreciated!

- **ZM-26-001** The applicant, Tyler Morris, has filed a Development Agreement/Rezone application, proposing to construct a Residential Mixed-Use development, as a next phase to the adopted a 2019 City Center Master Plan, on property located at approximately 1312 E 3300 S. The request is to rezone the Property from the Commercial Zone (C) and City Center Overlay Zone (CCOZ) to the City Center Overlay-Development Agreement (CCOZ-DA) Zone, in conjunction with a development agreement, subjecting the Property to certain development terms and standards pursuant to Title 18.48. of the Millcreek Zoning Code. *5 for and 1 abstaining - accept as presented.*

Note: Consideration of and council vote on Membership Resolution was suspended by the original requester.

- **Removal Resolution Letter** - Suspended by original submitter until MCC/City structure resolved.

Council Members (9):

Allen Sowards (Chair), Erin Hardy (1st vice-chair), Jaime Walker (2nd vice-chair) Vacant (Sec), Kristy Chambers (Treasurer), Todd Anderson, Lynda Bagley-Gibson, Erin Hardy, Eric Herschthal, Jamie Walker.

City Officials:
Mayor Cheri Jacksoni, Council members: Silvia Catten (1), Thom DeSirant (2), Nicole Handy (3)
Detective Detective Scott Green, UPD
Jon Wilde, Battalion Chief, UFA

Staff:
Rita Lund, Communications Director
Francis Lilly, Planning & Zoning Director
Robert May, Long Range Planning Manager
Brad Sanderson, Current Planning Manager
Carlos Estudillo, Planner | Sean Murray, Planner

* Process:

1. Discussion and debate of ideas is welcome and encouraged. Speakers will follow Robert's Rules and be recognized by the chair before speaking. Comments limited to 3 minutes per person.
2. Staff presents a brief statement of proposal. The acting chair will entertain questions and comments from citizens.
3. The acting chair will recognize comments from individual council members. It is expected that council members will familiarize themselves with proposals prior to the council meeting.
4. The council may propose a motion of support, conditional support, or denial.
5. Outcomes are recorded in the meeting minutes, and included in a formal letter sent to the city.

MILLCREEK, UTAH
ORDINANCE NO. 26-54

AN ORDINANCE OF THE MILLCREEK COUNCIL APPROVING A DEVELOPMENT AGREEMENT FOR A RESIDENTIAL MIXED-USE DEVELOPMENT ON APPROXIMATELY 1.75 ACRES OF REAL PROPERTY LOCATED AT APPROXIMATELY 1312 EAST 3300 SOUTH

WHEREAS, the Millcreek Council ("*Council*") met in regular meeting on July 27, 2026, to consider, among other things, an ordinance approving a development agreement for an owner occupied, twenty-three unit residential condominium complex with respect to approximately 1.75 acres of real property located at approximately 1312 East 3300 South; and

WHEREAS, the Utah Code Ann. § 10-20-102 authorizes, among other things, that the City may enter into development agreements; and

WHEREAS, staff has presented to the Council a Development Agreement for the referenced property ("Development Agreement"); and

WHEREAS, the Council has reviewed the Development Agreement and hereby finds that it is in the best interests of both parties to enter into the Development Agreement.

NOW, THEREFORE, **BE IT ORDAINED** that the Development Agreement is approved, and the Mayor and Recorder are hereby authorized and directed to execute and deliver the same.

PASSED AND APPROVED by the Council the 27th day of July 2026.

M**ILLCREEK**

_____
Cheri Jackson, Mayor

ATTEST:

_____
Elyse Sullivan, City Recorder

Roll Call Vote:		
Jackson	Yes	No
Catten	Yes	No
DeSirant	Yes	No
Handy	Yes	No
Uipi	Yes	No

CERTIFICATE OF POSTING

I, the duly appointed recorder for Millcreek, hereby certify that:
ORDINANCE 26-54: AN ORDINANCE OF THE MILLCREEK COUNCIL APPROVING A DEVELOPMENT AGREEMENT FOR A RESIDENTIAL MIXED-USE DEVELOPMENT ON APPROXIMATELY 1.75 ACRES OF REAL PROPERTY LOCATED AT APPROXIMATELY 1312 EAST 3300 SOUTH was adopted the 27th of July 2026 and that a copy of the foregoing Ordinance 26-54 was posted in accordance with Utah Code 10-3-711 this ____ day of July 2026.

_____
Elyse Sullivan, City Recorder

WHEN RECORDED, RETURN TO:

_____
_____
_____
_____

MASTER DEVELOPMENT AGREEMENT FOR THE COTTONWOOD 3300 DEVELOPMENT

_____

THIS DEVELOPMENT AGREEMENT is made and entered as of the day of _____, 2026, between Millcreek a Utah municipal corporation, and 3300 Cottonwood , LLC, a Utah limited liability company, as fee owner of a portion of the Property and as ground lessee and master developer of the remainder of the Property pursuant to certain ground leases affecting portions of the Property ("Master Developer"). City and the Master Developer are sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. The Property consists of multiple parcels located in Millcreek, Utah, as more particularly described in Exhibit A. Master Developer owns a portion of the Property in fee and holds leasehold interests in the remaining portions of the Property pursuant to long-term ground leases with the applicable fee owners (collectively, the "Ground Leases"). Under the Ground Leases, Master Developer has the right to pursue entitlements and approvals, enter into development agreements, and develop the Property as a single integrated mixed-use project.

B. The Parties desire to develop the Property as an integrated mixed-use Project as generally depicted in the Site Plan.

C. The Property is zoned as City Center Overlay – Development Agreement (CCOZ-DA) Zone.

D. The Master Developer hereby represents to the City that it is voluntarily entering into this Agreement.

E. The City and Master Developer desire to enter into this Agreement to further memorialize the development rights, terms, requirements, and conditions for the development of the Project, as more fully described herein.

F. The City, acting pursuant to its authority under the Utah Municipal Land Use, Development, and Management Act, Utah Code Ann. §10-20-101, *et seq*., and its ordinances, resolutions, and regulations, and in furtherance of its land-use policies, has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this Agreement.

G. Many of the capitalized terms used in these Recitals are defined in Section 1.2 below.

H. This Agreement supplements that certain Redevelopment/Development Agreement between the Parties dated November 8, 2021, as approved by Millcreek Ordinance No 21-46.

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" – "F" 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 Municipal 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 the Ordinance and/or this Agreement.

1.2.3. **Applicant** means a person or entity submitting a Development Application, a Modification Application or a request for an Administrative Action.

1.2.4. **Building Permit** means a permit issued by the City to allow construction, erection, or structural alteration of any building, structure, private or public infrastructure, On-Site Infrastructure, or Off-Site Infrastructure.

1.2.5. **Buildout** means the completion of all of the development on the entire Project.

1.2.6. **City** means Millcreek, a Utah municipal corporation.

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

1.2.8. **City's Vested Laws** mean the ordinances, policies, standards, and procedures of the City at the time of adoption of this MDA.

1.2.9. **City's Future Laws** means the then-current ordinances, policies, standards, procedures, and processing fee schedules of the City, as amended from time to time.

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

1.2.11. **Condominium** means the division of any portion of the Property into a condominium pursuant to State Law or the Zoning Ordinance.

1.2.12. **Condominium Application** means the application to create a condominium.

1.2.13. **Condominium Site Plan** means the plan submitted with a Subdivision Application.

1.2.14. **Denied** means a formal denial issued by the Council and does not include review comments or "redlines" by City staff.

1.2.15. **Development Application** means an application to the City for development of a portion of the Project, including a condominium, a Commercial Site Plan, a Building Permit, or any other permit, certificate, or other authorization from the City required for development of the Project.

1.2.16. **Final Plat** means a map or other graphical representation of land prepared in accordance with Utah Code Ann. § 10-20-101 et seq., and approved by the City, effectuating a division of any portion of the Project.

1.2.17. **Impact Fees** means fees, assessments, or payments of money imposed upon development activity by the City as a condition of

development approval as contemplated in Utah Code Ann. §§ 11-36-101, *et seq*.

1.2.18. **Intended Uses** means the use of all or portions of the Project for single-family and multi-family residential units, public facilities, commercial areas, open space, parks, etc., as shown on the Site Plan.

1.2.19. **Master Developer** means 3300 Cottonwood, LLC, in its capacity as fee owner of a portion of the Property and ground lessee and developer of the remainder of the Property, together with its permitted successors and assigns under this MDA.

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

1.2.21. **Modification Application** means an application to amend this MDA.

1.2.22. **Non-City Agency** means a governmental or quasi-governmental entity, other than those of the City, which has jurisdiction over the approval of any aspect of the Project.

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

1.2.24. **Off-Site Infrastructure** means those items of public or private infrastructure necessary for the development of the Property, such as roads and utilities, that are not on the site of any portion of the Property that is the subject of a Development Application.

1.2.25. **On-Site Infrastructure** means those items of public or private infrastructure that are necessary for the development of the Property, such as roads or utilities, and that are located on that portion of the Property which is subject to a Development Application.

1.2.26. **Open Space** means those areas identified as Open Space in the Site Plan.

1.2.27. **Outsourcing** 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 the development of the Property as is more fully set out in this MDA.

1.2.28. **Parcel** means portions of the Property for development of a particular type of Intended Use.

1.2.29. **Phase** means the development of a portion of the Project at a point in a logical sequence as determined by Master Developer.

1.2.30. **Planning Commission** means the City's Planning and Zoning Commission established by the Ordinance.

1.2.31. **Project** means the development to be constructed on the Property with the associated public and private facilities, Intended Uses, Phases, and all of the other aspects approved as part of this MDA, including its Exhibits.

1.2.32. **Property** means collectively the real property and leasehold interests legally described in Exhibit "A.

1.2.33. **Site Plan** means the plan submitted to the City for the approval of the development of the Project substantially as illustrated in Exhibit "C", subject to the technical guidelines/specific design criteria as set forth below.

1.2.33.1.1. **Subdeveloper** means an entity that is not related to the Master Developer, as determined under applicable Internal Revenue Service regulations, and that purchases or otherwise acquires a Parcel for development.

1.2.34. **Substantial Completion** means a point in the progress of a construction project where the work has reached the point that it is sufficiently complete such that any remaining work will not interfere with the intended use or occupancy of the project. For work to be substantially complete it is not required that the work be 100% complete.

1.2.35. **Technical Guidelines/Specific Design Criteria** means guidelines approved by the City that control certain aspects of the design and construction of the development of the Property substantially as set forth in Exhibit "B".

2. **Development of the Project.** Development of the Project shall be governed by the City's Vested Laws, this MDA, and its Exhibits. If this MDA, its Exhibits, or City's Future Laws impose different requirements on the same matter, the requirement that provides the higher level of public protection, greater quantity or quality of improvement, or more specific standard shall apply, as reasonably determined by the City.

2.1. **Specific Design Conditions and Development Rights.** The Property and each Parcel shall be developed and constructed substantially as set forth in the Site Plan, subject to the Technical Guidelines/Specific Design Criteria.

3. **Zoning and Vested Rights.**

3.1. **Current Zoning.** The Property is currently zoned City Center Overlay – Development Agreement (CCOZ-DA)_Zone.

3.2. **Vested Rights Granted by Approval of this MDA.** The parties specifically intend that this MDA grants to the Master Developer "vested rights" as the term vested rights is construed in Utah's common law and pursuant to Utah Code Ann. §10-20-902.

3.2.1. Exceptions. The exclusion from changes to the City's Vested Laws set forth in this Section are subject to the following exceptions:

3.2.1.1. Laws, rules or regulations that the Master Developer agrees in writing to the application thereof to the Project;

3.2.2. 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;

3.2.3. City Development Standards, Engineering Requirements and Supplemental Specifications for Public Works and any new editions or replacement thereof and any City's Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, 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;

3.2.4. 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; or,

3.2.5. 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).

3.2.6. 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 are generally applicable across the entire City to the respective zones within the Project.

3.2.7. 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 pursuant to Utah Code Ann. § 10-20-902(1)(a)(ii).

4. **Term of Agreement.** The term of this MDA shall automatically expire on July 27, 2036. If the Project is not substantially completed by such date, the Master Developer, assignees of Master Developer and/ or any on-claiming right through them irrevocably consents

and waives any claim to a taking to allow the Property to be rezoned as _____.

5.

6. **Approval Processes for Development Applications.**

6.1. **Phasing.** The City acknowledges that the Master Developer and/or assignees of Master Developer may construct portions of the Project pursuant to the Site Plan in phases as approved by the City.

6.2. **Processing Under Current City Laws.** The City shall utilize the City's Future Laws with regards to the processes the City utilizes to review and approve Development Applications.

6.3. **City's Cooperation in Processing Development Applications.** The City shall cooperate reasonably in promptly and fairly processing Development Applications.

6.4. **Outsourcing of Processing of Development Applications.** Within fifteen (15) business days after receipt of a Development Application upon the request of either party the parties will confer and determine whether the City and/or the Master Developer wishes the City to Outsource the review of any aspect of the Development Application to ensure that it is processed on a timely basis. If both parties determine that Outsourcing is appropriate, the City shall promptly estimate the reasonably anticipated differential cost of Outsourcing in the manner selected by City (either overtime to City employees or the hiring of a City Consultant). If the Master Developer notifies the City of its intent to proceed with the Outsourcing based on the City's estimate of costs, then the Master Developer shall deposit in advance to such Outsourcing with the City the estimated differential cost and the

City shall promptly proceed with such Outsourcing. If the City hired a consultant for the Outsourcing services then upon completion of the Outsourcing services and submission of an invoice for the actual differential cost of Outsourcing (with such reasonable supporting documentation as may be requested by Master Developer) or if the City has incurred overtime with respect to City employees for such Outsourcing services, then upon completion of the Outsourcing services and submission of a statement for the actual differential cost of Outsourcing, the Master Developer shall, within ten (10) business 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 differential cost.

6.5. **Non-City Agency Reviews.** If any aspect or portion of a Development Application is governed by a Non-City Agency and not the City, then such aspects or portion of a Development Application does not need to be submitted to the City for approval provided, however, the Applicant shall notify the City in writing of such submission, and upon request by the City, provide to the City a copy of the submission and approval. The City may only grant final approval for any Development Application subject to compliance by Applicant with any conditions required for such Non-City Agency's approval.

6.6. **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 Development Application shall be deemed to meet the specific standards which are the subject of the opinion or certification without further objection or required review by the City or any other agency of the City.

6.7. **Expert Review of Certifications Required for Development Applications.** If the City, notwithstanding such a certification by Applicant's experts, as provided in Section 6.6, subjects the Development Application to review by City Consultants, the Applicant shall bear the costs of such review.

6.7.1. Selection of City Consultants for Review of Certifications Required for Development Applications. 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 pursuant to a "request for proposal" process required by City ordinances. 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.

6.8. **Extraordinary Technical Analysis.** If the City requires technical analysis beyond the scope of analysis contemplated in Section 6.4 above, then the City shall notify the Applicant and absent a written objection by Applicant within five (5) business days of City's notifying the applicant, the City may engage such expert or consultant and the actual cost incurred by the City with respect to such expert or consultant shall be the responsibility of Applicant.

6.9. **Meet and Confer regarding Development Application Objections.** The

City and Applicant shall meet within fifteen (15) business days of any Denial to resolve the issues specified in the rejection of a Development Application.

6.10. **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, the Master Developer shall appeal any such denial through the appropriate procedures for such a decision and not through the processes specified below.

6.11. **Mediation of Development Application Objections.**

6.11.1. Issues Subject to Mediation. Issues resulting from the Denial of a Development Application that are not subject to arbitration provided in Section 6.12 shall be mediated.

6.11.2. Mediation Process. If the City and Applicant are unable to resolve a disagreement subject to mediation, the parties shall attempt within seven (7) business days to appoint a mutually acceptable mediator with knowledge of the issue in dispute. If the parties are unable to agree on a single acceptable mediator, they shall each, within seven (7) business days thereafter, appoint their own representative. These two representatives shall, between them, choose the single mediator. Applicant shall pay the fees of the chosen mediator. The chosen mediator shall within fourteen (14) business 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 resolution that the mediator deems appropriate. The

mediator's opinion shall not be binding on the parties.

6.12. **Arbitration of Development Application Objections.**

6.12.1. Issues Subject to Arbitration. Issues regarding the Denial of a Development Application that are subject to resolution by scientific or technical experts such as traffic impacts, water quality impacts, pollution impacts, etc. are subject to arbitration. Denials based on the Applicants failure to satisfy City's Future Laws with respect to development standards are not issues subject to resolution by scientific or technical experts.

6.12.2. Mediation Required Before Arbitration. Prior to any arbitration the parties shall first attempt mediation as specified in Section 6.11.2.

6.12.3. Arbitration Process. If the City and Applicant are unable to resolve an issue through mediation, the parties shall attempt within seven (7) business days to appoint a mutually acceptable expert in the professional discipline(s) of the issue in question. If the parties are unable to agree on a single acceptable arbitrator, they shall each, within seven (7) business days, appoint their own individual appropriate expert. These two experts shall, between them, choose the single arbitrator. Applicant shall pay the fees of the chosen arbitrator. The chosen arbitrator shall within fourteen (14) business 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.

7. **Infrastructure Improvements**. The City may refuse to approve a Development Application for the affected Parcel, Phase, or portion of the Project until such time that the City may reasonably review and approve, pursuant to applicable City standards, the funding and construction mechanisms for On-Site Infrastructure, Off-Site Infrastructure, or other infrastructure required for that Development Application.

8. **Construction Standards and Requirements.**

8.1. **General.** Construction on the Project shall be conducted and completed in accordance with the City's Vested Laws, City's Future Laws, and Technical Guidelines, to the extent applicable.

8.2. **Building Permits.** No buildings or other structures shall be constructed within the Project or Property without the Master Developer first obtaining building permits. The Master Developer may apply for and obtain a grading permit following approval of a Site Plan if the Master Developer has submitted and received approval of a site grading plan from the City Engineer.

8.3. **Security for Public Improvements.** All public improvements shall be constructed and completed in accordance with City's Future Laws and bonding requirements.

8.4. **City and Other Governmental Agency Permits.** Before commencement of construction or development of any buildings, structures or other work or improvements upon any portion of the Project, the Master Developer shall, at its expense, secure, or cause to be secured, any and all permits which may be required by the City or any other governmental entity having jurisdiction over the work. The

City shall reasonably cooperate with the Master Developer seeking to secure such permits from other governmental entities.

8.5. **Compliance with Law.** Except as otherwise specifically set forth herein, the Master Developer shall comply with all applicable Federal, State and City's Future Laws pertaining to the Project.

9. **Default.**

9.1. **Notice and Cure.** If the Master Developer or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, then within thirty (30) calendar days after Notice specifying the default, the non-defaulting party may, except as specifically limited in Section 27 below at its election, have the following remedies:

9.2. Injunctive relief and specific performance.

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

9.4. The right to withhold further reviews, approvals, licenses, permits, or building permits, but only with respect to the Parcel, Phase, Development Application, or obligation directly affected by the default, unless the City determines on the record that the default materially affects the Project as a whole.

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

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

9.7. **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 without the requirement to Meet and Confer. The City shall give Notice to Owner/Master Developer of any public meeting at which an emergency default is to be considered and the Master Developer shall be allowed to address the City Council at that meeting regarding the claimed emergency Default.

10. **Notices.** All notices required or permitted under this Development Agreement 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:

3300 Cottonwood, LLC
Attn: Gregg Christensen
1245 Brickyard RD, Suite 250
Salt Lake City, Utah 84106

To the City:

Millcreek
Cheri Jackson
1330 E Chambers Ave
Millcreek, UT 84106

10.1. **Effectiveness of Notice.** Except as otherwise provided in this MDA, each Notice shall be effective and shall be deemed delivered on the earlier of (1) its actual receipt, if delivered personally, by a national courier service, 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) or, (2) 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. **Amendments.** This MDA may not be modified except by written instrument signed by the parties hereto.

12. **Estoppel Certificate.** Upon twenty (20) days prior written request by the Master Developer City will execute an estoppel certificate to any third party certifying that the Master Developer as the case may be, at that time is not in default of the terms of this Agreement.

13. **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.

14. **Recordation and Running with the Land.** This MDA shall be recorded in the chain of title for the Property and shall run with Master Developer's fee interest and leasehold interests in the Property. This MDA shall be binding on Master Developer and its permitted successors and assigns. With respect to any parcel leased by Master Developer, this MDA shall bind Master Developer's leasehold interest and development rights.

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

16. **No Third-Party Rights/No Joint Venture.** This MDA does not create a joint venture relationship, partnership, or agency relationship between the City and the 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 unless the City has accepted the dedication of such improvements at which time all rights and responsibilities for the dedicated public improvement shall be the City's.

17. **Assignability.** The Master Developer may assign its rights and delegate its duties under this MDA, in whole or in part, to a limited liability company, corporation, or other entity in which the Master Developer owns a majority and controlling interest in the capital stock, membership interests, or other ownership interests, including value, profits, capital, and voting interests ("Permitted Assignee"), without City consent provided however Master Developer shall deliver written notice to the City identifying the Permitted Assignee and all persons holding an interest in the Permitted Assignee, together with a description of each such interest. The Master Developer may assign its rights and delegate its duties under this MDA to any other assignee (an "Other Assignee") only with the City's consent, which the City may withhold only if it is not reasonably satisfied with the Other Assignee's financial ability to perform the obligations proposed to be assigned. If the Master Developer seeks consent for an assignment to an Other Assignee, the Master Developer shall provide notice of the proposed assignment and any information reasonably requested by the City to evaluate the proposed assignment. Unless the City provides written consent, the proposed assignment to an Other Assignee shall be deemed disapproved. The sale or conveyance of lots or Parcels in any approved plat, including sales or conveyances to builders or users, shall not be deemed an assignment requiring City notice or approval under this section. If an assignment covers less than all of the Master Developer's rights and duties, the Master Developer shall remain liable for all rights and duties

not assigned and shall be released only from future obligations expressly assigned to, and assumed by, the assignee. Each assignee shall agree in writing to be bound by this MDA as a condition precedent to the effectiveness of the assignment. Transfers, assignments, contributions, or conveyances of fee interests, leasehold interests, membership interests, or beneficial interests made in connection with tax-deferred exchange structures, ground lease arrangements, project financing, affiliate transfers, or contributions of Parcels or interests to a project ownership entity shall not require City consent and shall not be deemed an assignment requiring approval, provided that the Project remains subject to this MDA and the applicable development obligations remain with the Master Developer or an approved assignee. The Master Developer shall deliver written notice to the City at least fifteen (15) days before any such transfer, assignment, contribution, or conveyance.

18. **Binding Effect.**

If the Master Developer sells or conveys Parcels or other interests in the Property, the interests so sold or conveyed shall bear the same rights, privileges, Intended Uses, configurations, limitations, and obligations applicable to such Parcel or interest under this MDA, without any required approval, review, or consent by the City except as otherwise provided herein.

19. **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.

20. **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 effect.

21. **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.

22. **Time is of the Essence.** Time is of the essence of this MDA, and all rights and responsibilities shall be exercised within the specified times.

23. **Appointment of Representatives.** To further the commitment of the parties to cooperate in the implementation of this MDA, the City and the 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 Mike Winder, and the initial representative for the Master Developer shall be Gregg Christensen. 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.

24. **Mutual Drafting.** Each party has participated in negotiating and drafting this MDA, and therefore no provision of this MDA shall be construed for or against either party based on which party drafted any particular portion of this MDA.

25. **Applicable Law.** This MDA is entered into 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.

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

27. **Limitation on Recovery for Default – No Damages.** **IF THE PARTIES ARE NOT ABLE TO RESOLVE THE DEFAULT THROUGH GOOD FAITH NEGOTIATIONS OR THROUGH MEDIATION (WHICH BOTH PARTIES AGREE TO SUBMIT TO UPON THE REQUEST OF THE OTHER PARTY), THEN THE SOLE REMEDY AVAILABLE TO A PARTY HEREUNDER SHALL BE THAT OF SPECIFIC PERFORMANCE AND MASTER DEVELOPER, SUCCESSOR DEVELOPER AND THE DEFAULTING PARTY SHALL NOT BE ENTITLED TO ANY CLAIM FOR ANY MONETARY DAMAGES INCLUDING BUT NOT LIMITED TO ANY INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES WHATSOEVER, INCLUDING LOSS OF GOODWILL OR LOSS OF PROFITS AS A RESULT OF ANY BREACH OF THIS AGREEMENT OR FOR ANY OTHER REASON. PROVIDED, HOWEVER, THE CITY MAY DRAW ON ANY SECURITY POSTED OR PROVIDED IN CONNECTION WITH THE PROJECT AND RELATING TO REMEDYING OF THE PARTICULAR DEFAULT AND, SUBJECT TO SECTION 9.4, WITHHOLD FURTHER REVIEWS, APPROVALS, LICENSES, BUILDING PERMITS AND/OR OTHER PERMITS UNTIL THE DEFAULT HAS BEEN CURED.**

28. **Further Acts.** In addition to the acts recited in this Agreement to be performed by the parties hereto, the parties agree to perform or cause to be performed any such further acts as may be reasonably necessary to consummate the transactions contemplated hereby and to carry out the terms and provisions, spirit and intent of this Agreement.

29. **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 Mayor's signature is affixed to this MDA, thereby lawfully binding the City pursuant to Ordinance No. __ _ adopted by the City on _____ __, 2026. Master Developer further represents that it has authority, in its capacity as fee owner and/or ground lessee and developer, to enter into this MDA and to perform the obligations of Master Developer hereunder with respect to the Property.

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 hereinabove written.

MASTER DEVELOPER

LIBERTY COVE ASSOCIATES, LLC,
a Utah limited liability company

By its Manager, 3300 Cottonwood, L.C.,
a Utah limited liability company

By: _____
Gregg Christensen, President

CITY

By: _____

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 is the President of 3300 Cottonwood, L.C., a Utah limited liability company, the Manager of _____, LLC, a Utah limited liability company 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.

My Commission Expires:

_____

_____
NOTARY PUBLIC
Residing at: _____

Approved as to form:

_____
City Attorney

Attest:

_____
City Recorder

CITY ACKNOWLEDGMENT

STATE OF UTAH)
:ss
COUNTY OF SALT LAKE)

On the _____ day of _____, 2026, personally appeared before _____ who being by me duly sworn, did say that he/she is the _____of Millcreek, a Utah municipal corporation, and that said instrument was signed in behalf of the City by authority of its governing body and said _____ acknowledged to me that the City executed the same.

My Commission Expires:

_____

_____
NOTARY PUBLIC
Residing at: _____

EXHIBIT A
(Legal description)

The "Property" consists of the following parcels and leasehold interests:

Parcel 1
Fee Owner: 3300 Cottonwood LLC
Master Developer Interest: Ground leasehold interest held by 3300 Cottonwood, LLC

BEG N 89^48'00" E 17 FT & S 00^18'43" W 7 FT FR NW COR OF LOT 9, BLK 23, 10 AC PL A, BF SUR; N 89^48'00" E 225.01 FT; S 00^18'50" W 199.01 FT; S 89^48'00" W 110 FT; N 00^18'50" E97.76 FT; S 89^48'00" W 125.01 FT; N 00^18'50" E 91.25 FT; N45^03'25" E 14.21 FT TO BEG. 0.79 AC M OR L. 4008-0043 4832-0361,0363 4920-0119 5513-2614 6001-2480 6087-1426,1427,1428 6011-0954 10142-2818 10267-1882 10253-1227 11007-3457

CONTAINS 34,413 SQ.FT. +/-

Parcel 2
Fee Owner: 3300 Cottonwood, LLC
Master Developer Interest: Ground leasehold interest held by 3300 Cottonwood, LLC

BEG N 89^45' E 242 FT & S 0^14' W 7 FT FR NW COR OF LOT 9, BLK 23, TEN-ACRE PLAT A, BIG FIELD SUR; N 89^45' E 55 FT; S 0^14' W 113.28 FT; S 89^45'54" W 55 FT; N 0^14' E 113.27 FT TO BEG. 0.15 AC. 7305-2500 7305-2501 8008-0613 8245-6042 08577-4157 11007-3457

CONTAINS 6,534 SQ.FT. +/-

Parcel 3
Fee Owner: 3300 Cottonwood, LLC
Master Developer Interest: Fee ownership

BEG N 89^45' E 242 FT & S 0^14' W 120.27 FT FR NW COR LOT 9 BLK 23 10 AC PLAT A BIG FIELD SUR S 0^14' W 85.73 FT M OR L N 89^45' E 55 FT N 0^14' E 85.72 FT M OR L S 89^45' W 55 FT TO BEG. 0.11 AC. 5079-0577 7130-0209 7305-2500 7593-2333 09618-6382 11007-3457

CONTAINS 4,792 SQ.FT. +/-

Parcel 4
Fee Owner: 3300 Cottonwood, LLC
Master Developer Interest: Fee ownership
Master Developer Interest: Ground leasehold interest held by Liberty Cove Associates, LLC

BEG N 89^48' E 434.7 FT FR NW COR LOT 9, BLK 23, TEN AC PLATA, BIG FIELD SUR; S 89^48'36" W 137.7 FT M OR L; S 0^18'43" W 206 FT; N 89^48'36" E 16.3 FT; S 0^18'43" W 25.83 FT; E 122.2 FT M RO L; N 232.24 FT TO BEG. EXCEPT THE N 7 FT OF THE W 82.5 FT THEREOF. 5237-1592 5448-0004 5465-0319 5451-0912 THRU 0926 6282-2106 6620-0886 7426-0252 7593-2333 8030-0962 09618-6382 11007-3457

CONTAINS 30,928 SQ.FT. +/-

EXHIBIT B
(Design and Improvement Criteria)

The Master Developer shall develop the Property shall be developed substantially as listed below:

1. **Uses** - The development shall be limited to the following uses:

    a. Retail - Between 5,000-8,000sqft of Professional Office Space.
    b. Open Space - Minimum 22,779sqft of open space and amenities.
    c. Residential – up to 210 residential units.

2. Parking: Overall Parking will be subject to the standards set forth in Table 18.63-2 of section 18.63.020 of the Millcreek Code.

3. **Site Plan Layout** – The property shall be developed substantially as depicted in **Exhibit C**.

4. **Architecture** – Building massing, orientation, height, arrangement of materials, glassing and colors shall be according to the elevations shall be developed substantially as depicted in **Exhibit D**. The Project will consist of the following materials:

    a. Brick Veneer
    b. Metal Siding
    c. Adhered Masonry
    d. T&G Composite siding

5. **Landscaping** – The property shall be landscaped shall be developed substantially as depicted inn **Exhibit E**.

6. **Amenities** – The property shall shall be developed substantially as depicted in **Exhibit E**. Including the following
    a. **Plaza (____)**
    b. **Pocket Park (____)**
    c. **Courtyard (____)**
    d. **Deck (_____)**

7. **Lighting Plan** – All exterior lighting shall be according to the lighting plans shall be developed substantially depicted in **Exhibit F**. Including, the developer will install eight (8) streetlights, alongside 3300 S and 1300 E, as recommended by the Engineering Department, and the streetscape design for "neighborhood streets" depicted in Figure 18.47.7 and Table 18.47-8, Section 18.47.060 of the Millcreek Code.

8. **Frontage Improvements**– The development of the property shall include the frontage improvements shall be developed substantially depicted in **Exhibit F.**

EXHIBIT C
(Site Plans)

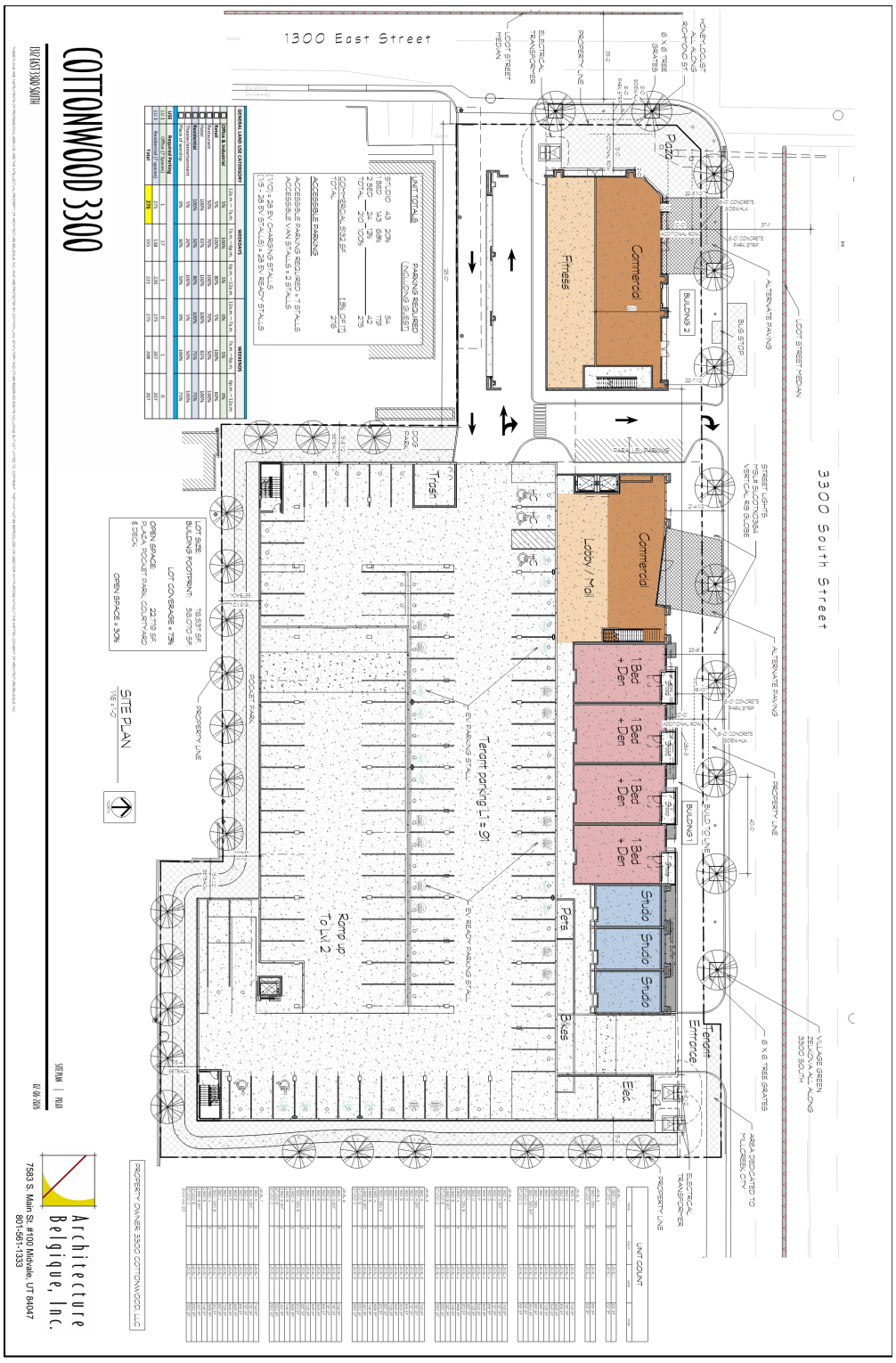
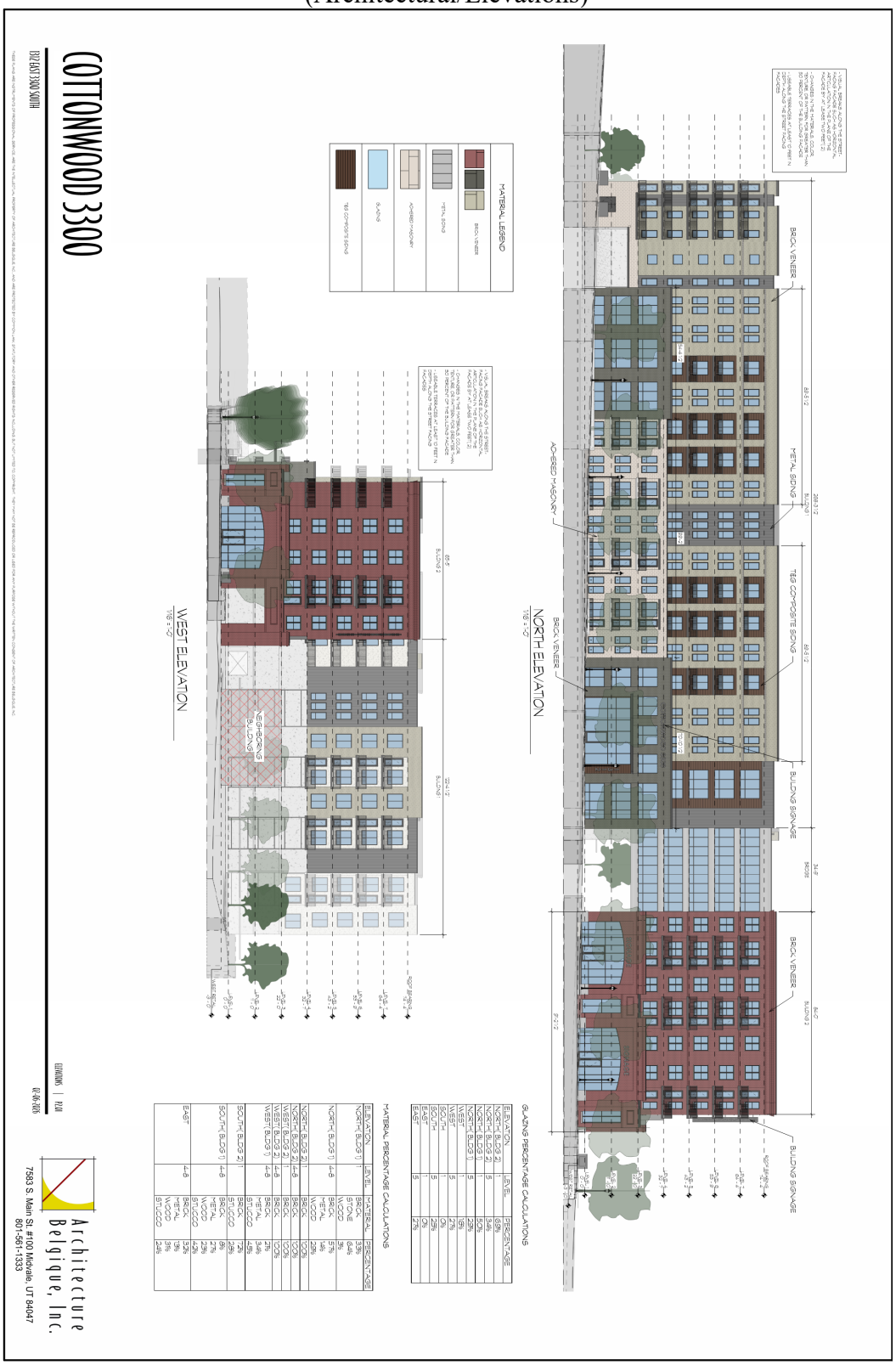


EXHIBIT D
(Architectural/Elevations)





SOUTH ELEVATION

1/8" = 1'-0"



EAST ELEVATION

1/8" = 1'-0"

MATERIAL LEGEND

- BRICK VENEER
- METAL SIDING
- ADHERED MASONRY
- GLAZING
- TEES COMPOSITE SIDING

GLAZING PERCENTAGE CALCULATIONS

ELEVATION	LEVEL	PERCENTAGE
NORTH (BLDG 2)	1	68%
NORTH (BLDG 2)	5	34%
NORTH (BLDG 1)	1	50%
NORTH (BLDG 1)	5	29%
WEST	1	18%
WEST	5	27%
SOUTH	1	0%
SOUTH	5	25%
EAST	1	0%
EAST	5	27%

MATERIAL PERCENTAGE CALCULATIONS

ELEVATION	LEVEL	MATERIAL	PERCENTAGE
NORTH (BLDG 1)	1	BRICK	33%
		STONE	64%
		WOOD	3%
NORTH (BLDG 1)	4-6	BRICK	57%
		METAL	14%
		WOOD	29%
NORTH (BLDG 2)		BRICK	100%
NORTH (BLDG 2)	4-6	BRICK	100%
WEST (BLDG 2)		BRICK	100%
WEST (BLDG 2)	4-6	BRICK	100%
WEST (BLDG 1)	4-6	BRICK	21%
		METAL	34%
		STUCCO	45%
SOUTH (BLDG 2)		BRICK	72%
		STUCCO	28%
SOUTH (BLDG 1)	4-6	BRICK	8%
		METAL	27%
		WOOD	23%
		STUCCO	42%
EAST	4-6	BRICK	32%
		METAL	13%
		WOOD	31%
		STUCCO	24%

COTTONWOOD 3300

1312 EAST 3300 SOUTH

ELEVATIONS | P2.02

02-06-2026

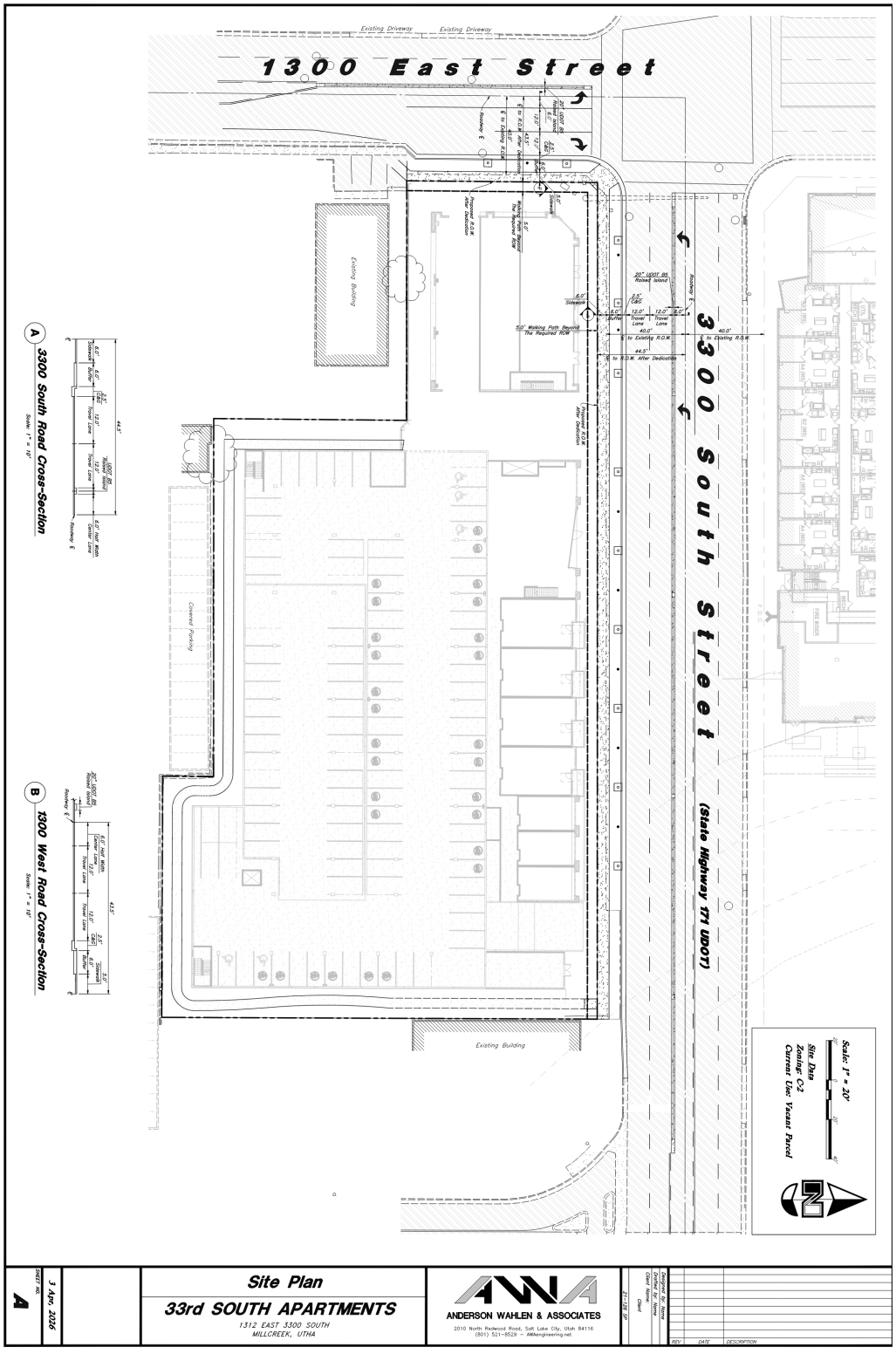
THESE PLANS ARE INSTRUMENTS OF PROFESSIONAL SERVICE AND THE INTELLECTUAL PROPERTY OF ARCHITECTURE BELGIQUE INC. AND ARE PROTECTED BY COPYRIGHT LAW, STATUTORY AND OTHER RESERVED RIGHTS INCLUDING BUT NOT LIMITED TO COPYRIGHT. THEY MAY NOT BE REPRODUCED OR USED FOR ANY PURPOSE WITHOUT THE WRITTEN CONSENT OF ARCHITECTURE BELGIQUE INC.

Architecture Belgique, Inc.
7583 S. Main St. #100 Midvale, UT 84047
801-561-1333

EXHIBIT E
(Amenities and Open Space)



EXHIBIT F
(Frontage Improvement and Lightning Plans)



MILLCREEK, UTAH
ORDINANCE NO. 26-52

AN ORDINANCE OF MILLCREEK AMENDING TITLE 18 OF THE MILLCREEK MUNICIPAL CODE FOR THE PURPOSE OF MAKING TECHNICAL CORRECTIONS

WHEREAS, the Millcreek Council ("*Council*") met in a regular session on July 27, 2026, to consider, among other things, amending Title 18 of the Millcreek Municipal Code for the purpose of making technical corrections to Title 18; and

WHEREAS, Utah Code Ann. § 10-20-503 provides that the Council may amend any provisions of a land use regulation; and

WHEREAS, Millcreek ("City") has adopted the Uniform Land Use Ordinance of Millcreek, Utah ("Land Use Ordinance"), and

WHEREAS, City staff has recommended that the Council amend the Land Use Ordinance for the purpose of making technical corrections to Title 18; and

WHEREAS, Utah Code Ann. § 10-20-502 provides the planning commission shall provide notice as required by Subsection 10-20-205(1)(a) and, if applicable, Subsection 10-20-205(4) and hold a public hearing on the proposed land use ordinances; and

WHEREAS, on April 3, 2026, the required notice informing the public of potential amendments to various provisions of Title 18 was published; and

WHEREAS, on April 15, 2026, the proposed amendments were submitted to the planning commission for recommendation; and

WHEREAS, on April 15, 2026, the planning commission held the required public hearing with respect to amending Title 18 of the Millcreek Municipal Code; and

WHEREAS, at the April 15, 2026 planning commission meeting, the planning commission recommended continuing the discussion on the proposed amendments to the subsequent meeting, and recommended further refinement of the proposed amendments; and

WHEREAS, at the May 20, 2026 planning commission meeting, the planning commission considered additional proposed amendments, pertaining to of establishing neighborhood compatibility requirements and regulating lot and parcel coverage in residential zones; and

WHEREAS, at the May 20, 2026 planning commission meeting, the planning commission unanimously recommended amending Title 18 of the Millcreek Municipal Code for the purpose of establishing neighborhood compatibility requirements and regulating lot and parcel coverage in residential zones; and

WHEREAS, the Millcreek Code of Ordinances provides among other things that before

finally adopting any such amendment, the Council shall consider the application during a public meeting which has been properly noticed in compliance with he provisions of Title 52, Chapter 4, of the Open and Public Meetings Act; and

WHEREAS, on July 27, 2026, the Council considered amending Title 18 of the Millcreek Code of Ordinances for the purpose of establishing neighborhood compatibility requirements and regulating lot and parcel coverage in residential zones.

NOW, THEREFORE, BE IT ORDAINED by the Council that Title 18 of the Millcreek Municipal Code be amended as attached (designated by interlineating the words to be deleted and underlining the words to be added)

18.12.030 Expirations And Extensions Of Land Use Approvals

A. If applicable, the expiration time frames as set forth in MKZ 18.15, Specific Procedures by Application Category and Type, may be extended one (1) time when each of the following conditions exist:

    1. The provisions of this Code expressly allow the extension;

    2. An extension request is filed in writing at least fifteen (15) days prior to the applicable expiration deadline;

    3. The extension request is in writing and must show good cause; and

    4. Unless otherwise noted, the authority to grant extensions of time shall rest with the Land Use Authority that granted the original approval being extended.

B. The Planning Director may grant up to one (1) extension for a period of up to one (1) year for good cause unless otherwise noted in this Title.

    1. “Good cause" for purposes of this section shall mean justifiable and reasonable reasons why an application did not commence in a timely manner.

    2. Examples of good causes include delays in preparing construction documents due to new information not available at the time of approval, changes in site conditions, lack of materials, financing issues, labor supply problems or similar causes not solely the result of the applicant's failure to pursue the development with due diligence.

C. Failure to make a written request for an extension request shall cause the application to automatically expire.

D. In no event may Millcreek grant more than one (1) extension for any stage or approval period. Any extension granted under this Section or any other applicable Section of the MKZ shall count toward this limit, regardless of the procedures used to obtain or grant the extension.

E. If a land use on a property changes, the land use approval for the prior use is deemed expired. Restoration of a prior land use on a property shall be reviewed as a new land use approval.

18.12.040 Post-Approval Modifications

D. Minor Modifications for a ~~SitePlan~~ Site Plan. If after an application has been approved, and needed modifications exceed those permitted in a minor modification, a ~~minor~~ site plan amendment application shall be submitted subject to the requirements as set forth in MKZ 18.15.030 (D). A new ~~siteplan~~ site plan shall be required if changes are not permissible under the ~~Minor~~ Site Plan Amendments criteria in this Section.

18.13.010 Application Categories And Land Use Authority Designations

Table 18.13-1 Land Use Authority Designations	
Application Type	***Land Use Authority Designation***
Legislative Decisions	
General Plan and Future Land Use Map Adoption and Amendment	City Council
Land Use Code Text Amendment	City Council
Zoning Map Amendment	City Council
Development Agreement	City Council
Administrative Decisions – Subdivisions	
Minor Subdivision	Planning Director
Major Subdivision Preliminary Approval	Planning Commission
Major Subdivision Final Approval	Planning Director

Subdivision Amendment for Minor Plat Adjustments	Planning Director
Boundary Line Adjustment	Planning Director
Vacating a Subdivision Plat – Minor Subdivision	Planning Director
Vacating a Subdivision Plat – Major Subdivision	Planning Commission
Vacating a Subdivision Plat – By Ordinance	City Council
Public Street or Municipal Utility Easement Vacation	City Council
Administrative Decisions – Other Land Use Decisions	
Conditional Use Permit	Planning Commission
Site Plan Approval for Permitted Uses	Planning Director
Change of Use Permit	Planning Director
~~Minor~~ Site Plan Amendment	Planning Director
Compliance Determination for an Accessory Dwelling Unit	Planning Director
Reasonable Accommodation for a Residential Facility for Persons With a Disability	Planning Director
Eligible Facility Request for a Wireless Telecommunications Facility	Planning Director
Sign Permit	Planning Director
Temporary Use Permit	Planning Director
Classification Request Determination	Planning Director
Classification Request Determination Review	City Council
Administrative Decisions – Nonconformities and Variances	
Nonconformities Determination	Planning Director

Expansion or Enlargement of a Noncomplying Structure	Land Use Hearing Officer
Variances	Land Use Hearing Officer

18.13.020 Designation Of Recommending Bodies And The Role Of Staff In Application Reviews

A. Millcreek also establishes the roles of recommending bodies to make recommendations on certain land use application types, as set forth in Table 18.13-2, Roles of Recommending Bodies by Application Type. No recommendation is required for application types not listed in Table 18.13-2.

B. Millcreek Staff shall review all applications for completeness and substantial compliance with relevant requirements and may provide recommendations on Land Use Applications before the applicable Land Use Authority.

Table 18.13-2 Roles of Recommending Bodies by Application Type	
Application Type	*Planning Commission*
Legislative Decisions	
General Plan and Future Land Use Map Adoption and Amendment	Recommendation
Land Use Code Text Amendment	Recommendation
Zoning Map Amendment	Recommendation
Development Agreement	Recommendation
~~Public Street or Municipal Utility Easement Vacation~~	~~Recommendation~~
Administrative Decisions – Other Land Use Decisions	
Conditional Use Permit	N/A
Classification Request Determination Review	Recommendation

18.15.020 Administrative Decisions

A. Minor Subdivision

Table 18.15-4 Minor Subdivision Meeting and Noticing Requirements		
Application Procedure Steps	***Requirement***	***Code Reference***
Pre-Application Consultation	Optional for Regular Residential Subdivisions. Required for all other Subdivisions.	MKZ 18.14.010
Concept Review	Optional for Regular Residential Subdivisions. Required for all other Subdivisions.	MKZ 18.14.020
Planning Director Public Meeting	Required	MKZ 18.13.050 MKZ 18.14.090
Mailed Noticing Requirement for Property Owners – Distance	300 feet	MKZ 18.13.060
Mailed Noticing Requirement – Time	21~~7~~ days prior to Planning Director Public Meeting	MKZ 18.13.060

B. Major Subdivision

9. Development Improvement Completion Assurance. Before an applicant conducts any development activity on a ~~minor~~ major subdivision or records a plat, the applicant shall complete any required landscaping or infrastructure improvements or post an improvement competition assurance for any required public landscaping or infrastructure improvements as set forth in MKC 14.12.070.

Table 18.15-5 Major Subdivision Meeting and Noticing Requirements		
Application Steps	***Requirement***	***Code Reference***
Preliminary Subdivision		

Pre-Application Consultation	Optional for Regular Residential Subdivisions. Required for all other Subdivisions.	MKZ 18.14.010
Concept Review	Optional for Regular Residential Subdivisions. Required for all other Subdivisions.	MKZ 18.14.020
Neighborhood Meeting	Optional for Regular Residential Subdivisions. Required for all other Subdivisions.	MKZ 18.14.030
Planning Commission Public Meeting	Required	MKZ 18.13.050 MKZ 18.14.090
Mailed Noticing Requirement for Property Owners – Distance	300 feet	MKZ 18.13.060
Mailed Noticing Requirement – Time	~~7~~ 21days prior to Planning ~~Director~~ Commission Public Meeting	MKZ 18.13.060
Final Subdivision		
Pre-Application Consultation	Optional	MKZ 18.14.010
Concept Review	Optional	MKZ 18.14.020

G. Public Street or Municipal Utility Easement Vacation

1. Purpose. The purpose of this Section is to provide standards for the vacation of public streets or municipal utility easements. Dedicated public streets and municipal utility easements may be vacated, in whole or in part, if Millcreek determines that all or a portion of the public street or municipal utility easement is unnecessary or infeasible for future public access or use. A summary of meeting and noticing requirements for applications for Land Use Code Text Amendments is set forth in Table 18.15-7.

2. Applicability. A public street or municipal utility easement may be vacated by filing an application for a minor subdivision, a major subdivision, or a subdivision amendment, or the City Council may approve a petition to vacate a public street or municipal utility easement by ordinance.

3. Procedure – Public Street or Municipal Utility Easement Vacation By Plat. A vacation of a public street or municipal utility easement may be accomplished through the filing of an application for a Minor Subdivision, a Major Subdivision, or a Subdivision Amendment, and shall follow the process for each application type, and the following additional steps:

    a. After the Land Use Authority grants Preliminary Subdivision approval and before a Final Subdivision approval is issued, the City Council shall hold a public hearing to consider the vacation of a public street or municipal utility easement.

    b. Public Notice shall follow the process as set forth in MKZ 18.13.060, Public Notice Requirements.

    c. A public hearing shall follow the process as set forth in MKZ 18.13.050, Formal Public Engagement Requirements.

    d. If the filing of a subdivision plat accompanies a vacation of a public street or municipal utility easement, the final decision on the plat shall be withheld until the City Council issues a decision regarding the vacation of a public street or municipal utility easement.

4. Procedure – Public Street or Municipal Utility Easement Vacation by Ordinance. In lieu of a Minor Subdivision, Major Subdivision, or Subdivision Amendment, a petition to vacate a public street or municipal utility easement may be filed following the procedure as set forth in Utah Code Section 10-9a-609.5, Petition to vacate a public street, and shall follow the procedure as set forth below:

a. Pre-Application Consultation

b. Concept Review

c. Neighborhood Meeting

d. Application Submittal

e. Application Completeness Review

f. Application Compliance Review. Upon completion of the review, the Planning Director shall make a recommendation.

g. Public Notice

h. Formal Public Engagement

1. ~~The Planning Commission shall hold a public hearing and make a recommendation; and~~

2. The City Council shall hold a public ~~meeting~~hearing and shall be the Land Use Authority for Public Street or Municipal Utility Easement Vacation applications.

i. Decision and Findings

5. Approval Criteria. Public streets or municipal utility easements may not be vacated unless the following criteria are met:

a. The vacation does not deprive abutting properties of adequate legal access to existing or proposed public utilities or drainage installations;

b. The vacation is consistent with the General Plan and other adopted policies and plans, including any adopted transportation plan or streets/roadway plan;

c. The land to be vacated is no longer necessary for public use and convenience;

d. The right-of-way is no longer needed for public transportation purposes;

e. The vacation will not adversely impact the use of the right-of-way for public utility and/or drainage purposes;

f. Access to lots or properties surrounding the plat will not be adversely affected, and the vacation will not leave any land-locked properties or deprive abutting properties of adequate legal access;

g. The vacation will not adversely impact the health, safety, and/or welfare of the general community, or reduce the quality of public facilities or services provided to any property, including but not limited to police/fire protection, access, and utility service;

h. The vacation satisfies the requirements of MKC 14.52;

i. Good cause exists for the vacation; and

j. The public interest or any person will not be materially injured by the proposed vacation.

6. Submittal Requirements. Any person seeking a Public Street or Municipal Utility Easement Vacation shall submit a complete application, a completed Public Street or Municipal Utility Easement Checklist, and a fee as set forth in MKZ 18.13.040, Submittal Requirements in General, a Title Report that correctly discloses all recorded matters of title regarding the property and which is prepared and dated not more than ninety (90) days before the proposed recordation of the subdivision, any other relevant supporting documentation, maps, studies and any other information that would inform Staff and the Planning Commission in making a recommendation, and allow the City Council to make a decision.

7. Final Approval and Recording. Approval of a plat or ordinance vacating a public street or municipal utility easement shall be deemed a certification of the vacation. With this certification, the Planning and Zoning Department shall forward a signed copy of the signed plat or ordinance to the Salt Lake County Recorder for recording. Failure of the applicant to submit any revised information or legal description that enables the ordinance to be processed as approved within three months following approval shall render the vacation void.

Table 18.15-7 Public Street and Municipal Utility Easement Vacation Meeting and Noticing Requirements

Application Procedure Steps	*Requirement*	*Code Reference*
Pre-Application Consultation	Required	MKZ 18.14.010
Concept Review	Required	MKZ 18.14.020
Neighborhood Meeting	Required	MKZ 18.14.030

~~Planning Commission Public Hearing and Recommendation~~	~~Required~~	~~MKZ 18.13.050~~ ~~MKZ 18.14.090~~
City Council Public ~~Meeting~~ Hearing	Required	MKZ 18.13.050 MKZ 18.14.090
Mailed Notice to Affected Entities	Required	MKZ 18.14.060
Mailed Noticing Requirement for Property Owners – Distance	Each property that is accessed by the public street of municipal utility easement.	MKZ 18.13.060
Mailed Noticing Requirement – Time	10 days prior to ~~Planning Commission~~ City Council Public Hearing	MKZ 18.13.060

E. Boundary Adjustment

1. Purpose. The purpose of this Section is to provide standards for agreements between adjoining property owners to relocate a common boundary or to consolidate a property containing multiple lots or parcels that results in a conveyance of property between the adjoining lots, adjoining parcels, or adjoining lots and parcels.

18.15.30 Administrative Decisions - Other Land Use Decisions

A. Conditional Use Permit

3. Procedure. The following application steps, as set forth in MKZ 18.14, Land Use Application Steps, are required.
   a. Pre-Application Consultation
   b. Concept Review
   c. Application Submittal
   d. Application Completeness Review
   e. Application Compliance Review. As part of an application compliance review, the Planning Director may:

a. Provide the application to other City departments for review and comment as may be required by this Code, as necessary for complete review of the application, or as necessary to identify and understand the potential detrimental effects of the proposed conditional use; and
b. require other information or studies to address potential detrimental effects of the proposed conditional use that have been reasonably anticipated by the City during its review of the application.

f. Upon completion of the review, the Planning Director shall make a recommendation.
g. Public Notice
h. Formal Public Engagement, the Planning Commission shall hold a public meeting and shall be the Land Use Authority for Conditional Use Permit applications.
i. Decision and Findings

B. Site Plan Approval

2. Applicability. A ~~SitePlan~~ Site Plan Approval is required under the following circumstances:
   a. Property development, redevelopment, construction, reconstruction, or alteration of a building or structure, except for attached or detached single or two-household dwellings that are located in a recorded subdivision and that are not in a sensitive lands area.

   b. Review of a permitted use approval, a conditional use permit that involves property development, redevelopment, construction, reconstruction, or alteration of a building or structure, or a request for reasonable accommodation for a group home or residential facility for Persons With a Disability, subject to the standards as set forth in MKZ 18.74, Residential Facilities for Persons With a Disability.

   c. Changes or alterations to an existing ~~siteplan~~ site plan or structure that does not otherwise qualify for a ~~Minor~~ Site Plan Amendment

E. Compliance Determination for an Existing Accessory Dwelling Unit.
1. Purpose. The purpose of this Section is to establish standards and a streamlined review process for a Compliance Determination for an existing Accessory Dwelling Unit, which allows a property owner to determine if an existing accessory dwelling unit complies with applicable standards.

2. Applicability. A property owner of a single-household dwelling with an existing Accessory Dwelling Unit on the property may apply for a Compliance Determination for an Accessory Dwelling Unit.

3. Procedure. The following application steps, as set forth in MKZ 18.14, Land Use Application Steps, are required.

    a. Application Submittal.

    b. Application Completeness Review.

    c. Application Compliance Review.

    d. Decision and Findings. The Planning Director shall be the Land Use Authority for Compliance Determination for Accessory Dwelling Unit applications.

4. Approval Criteria. The Planning Director shall issue a Compliance Determination if the Accessory Dwelling Unit complies with all applicable provisions of this Code, particularly MKZ 18.71, Accessory Dwelling Unit Standards, and other applicable Millcreek policies, including the following:

    a. The Accessory Dwelling Unit is on a residential property that contains a single-household dwelling.

    b. The Accessory Dwelling Unit is on a residential property that is owner-occupied.

5. Submittal Requirements. Any person seeking a Compliance Determination for an Accessory Dwelling Unit shall submit a complete application, a completed Compliance Determination for an Accessory Dwelling Unit Checklist, a fee as set forth in MKZ 18.13.040, Submittal Requirements in General, proof of owner occupancy, any other relevant supporting documentation, maps, studies, and any other information that would inform Staff and allow the Land Use Authority to make a decision, and proof of owner occupancy in the form of ~~a~~ the following:

    a. A current year property tax notice issued by Salt Lake County or a closing statement dated within the last calendar year, in which the financial information has been redacted showing fee title in an individual (s) or a trustor of a trust with at least 50% ownership interest in the property for which ~~document from at least two of the following categories that show the applicant's name and the address of the property for which~~ a Compliance Determination for an Existing Accessory Dwelling Unit is being applied.

b. Proof of primary residency in the form of a government-issued identification card or license showing that the property address is the same as the owner's residence, and documents from at least two of the following categories that show the applicant's name and the address of the property for which a Compliance Determination for an Existing Accessory Dwelling Unit is being applied:

(1) Automobile registration document dated within the last calendar year;

(2) Voter registration card dated within the last calendar year;

(3) W-2 or 1099 from the most recent tax filing period, wherein the financial information has been redacted;

~~c. Utility bill, dated within the last sixty (60) days;~~

~~d. Correspondence from any government agency that shows the home address, dated within the last sixty (60) days;~~

~~e. A voter registration card dated within the last calendar year;~~

~~f. A social security statement, dated within the last sixty (60) days;~~

~~g. A bank statement dated within the last sixty (60) days;~~

~~h. Automobile registration documentation dated within the last calendar year;~~

~~i. Income tax forms dated from the most recent tax filing period;~~

~~j. Insurance documentation or insurance bill dated within the last calendar year that shows home address;~~

~~k. Current active business license or permit issued by Millcreek or a state or federal agency that shows home address;~~

~~l. College or school correspondence that shows home address, dated within the last sixty (60) days;~~

~~m. W-2 from the most recent tax filing period;~~

~~n. Official payroll documentation that includes home address issued by an employer within the last sixty (60) days, such as a pay stub with home address, a form submitted for tax withholding purposes, or a payroll receipt;~~

6. Discontinuance and Termination of Right. If a Compliance Determination for an Accessory Dwelling Unit is issued pursuant to this section is abandoned or

discontinued for a period of six (6) continuous months, or if the single-household dwelling ceases to be owner-occupied, the compliance review shall be considered expired. Prior to the expiration of the Compliance Determination for an Accessory Dwelling Unit due to discontinuation, the Planning Director may approve one, six (6) month extension of the Determination if no changes to the application are required. Upon expiration, the property affected shall be subject to all provisions and regulations of this Code applicable to the zoning district in which such property is classified.

7. Transferability. Compliance Determinations for an Accessory Dwelling Unit run with the land, provided that the single-household dwelling is owner-occupied.

18.15.030 Administrative Decisions - Other Land Use Decisions

D. ~~Minor~~ Site Plan Amendment
   1. Purpose. The purpose of this Section is to establish standards and a streamlined review process for ~~Minor~~ Site Plan Amendments, which allow for minor changes to approved ~~siteplans~~ site plans for conditional and permitted uses.
   2. Applicability. ~~An applicant who has obtained a siteplan that has been previously approved may apply for a Minor Site Plan Amendment approval for minor changes to the siteplan, subject to the approval criteria as set forth in this section.~~
      a. An applicant who has obtained a site plan that has been previously approved may apply for a Site Plan Amendment approval for minor changes to the site plan, subject to the approval criteria as set forth in this section.
      b. An applicant seeking approval to park a commercial vehicle in the front or side yard of a dwelling in an R-1 or R-2 zone, pursuant to MKZ 18.63.020 (B)(8) shall apply for a Site Plan Amendment approval, subject to the approval criteria as set forth in this section and in MKZ 18.63.020 (B)(8).
   3. Procedure. The following application steps, as set forth in MKZ 18.14, Land Use Application Steps, are required.
      a. Application Submittal.
      b. Application Completeness Review.
      c. Application Compliance Review.
      d. Decision and Findings. The Planning Director shall be the Land Use Authority for Minor Site Plan Amendment applications.

4. Approval Criteria. The Planning Director shall approve the ~~siteplan~~ site plan if it complies with all applicable provisions of this Code and other applicable Millcreek policies, including the following:
    a. The proposed change does not significantly alter the ~~siteplan's~~ site plan's approved access, circulation, or layout.
    b. The proposed changes do not increase the number of residential units.
    c. The proposed change does not expand the floor area of a building, structure, or oval site by more than ten percent (10%).
    d. The proposed change complies with all applicable requirements of the Code and other relevant Millcreek and State regulations.
    e. The proposed change does not affect any required mitigations or violate any conditions of approval for a Conditional Use Permit.
    f. The amended ~~siteplan~~ site plan complies with all applicable development standards, including but not limited to landscaping standards, parking and mobility standards, minimum driveway and roadway widths, and any dedication or public improvement requirements.
5. Submittal Requirements. Any person seeking a ~~Minor~~ Site Plan Amendment shall submit a complete application, a completed ~~Minor~~ Site Plan Amendment Checklist, a fee as set forth in MKZ 18.13.040, Submittal Requirements in General, any other relevant supporting documentation, maps, studies, and any other information that would inform Staff and allow the Land Use Authority to make a decision.
6. Expiration. A ~~siteplan~~ site plan that is approved pursuant to this section shall expire within one (1) year from the date of final approval if action is not taken within that time. An applicant may apply for up to one extension by following the process as set forth in MKZ 18.12.030, Expirations and Extensions of Land Use Approvals. For purposes of this subsection, "action" means obtaining a building permit.
7. Discontinuance and Termination of Right. If a ~~siteplan~~ site plan that is approved pursuant to this section is abandoned or discontinued for a period of six (6) continuous months the ~~siteplan~~ site plan shall be considered expired. Prior to the expiration of the ~~siteplan~~ site plan due to discontinuation, the Planning Director may approve one six (6) month extension of the ~~siteplan~~ site plan if no changes to the site design are required. Upon expiration, the property affected shall be subject to all

provisions and regulations of this Code, applicable to the zoning district in which such property is classified.

8. Transferability. ~~siteplans~~ site plans shall run with the land.

18.25.020 Development Standards

All private streets shall be constructed to City standards as set forth in MKC 14.20, and development on lots or parcels along private streets are subject to the development standards of the underlying zone, except as follows: ~~provided in below:~~

~~A. A new private street may not extend more than 400 feet in length. An existing private street may be extended up to a total length of 400 feet.~~

~~B. The minimum width of a private street shall be:~~

~~1. Existing Private Street: minimum pavement width is 20 feet, plus required curb, gutter, and sidewalk.~~

~~2. New Private Street: minimum pavement width is 25 feet, plus required curb, gutter, and sidewalk.~~

~~C. Any lot or parcel fronting on a private street shall be the minimum lot or parcel width and area requirements of the underlying zone.~~

~~D. The minimum setback for buildings on lots or parcels on a private street shall be the minimum setbacks required of the underlying zone measured from edge of private street.~~

A. Any lot or parcel fronting on a private street shall have the minimum lot or parcel width and area requirements of the underlying zone.

B. The minimum setback for buildings on lots or parcels on a private street that are located in an R-1, R-2, or A zone shall be the minimum setbacks required of the underlying zone measured from edge of private street.

18.34.050 Building Height And Building Envelopes

A. Minimum Height. All dwelling structures shall be a minimum of one story in height.

B. Maximum Height. Maximum building height is as set forth in Table 18.34-3 Building Height and Building Envelope for the Agricultural Zone.

C. Building Envelope. The height of structures may be further limited by the building envelope. The building envelope is formed by a box defined by the perimeter of the property line extended vertically perpendicular to the property line to a height and subsequent angle as set forth in Table 18.34-3. The entire building shall fit under this

envelope except as described in the projections section below. See figures 18.34.3 and 18.34.4 for building envelope illustrations.

D. Lots or parcels located in the AG zone determined by staff to be a Lot or Parcel of Record and are nonconforming due to minimum lot or parcel width and minimum lot or parcel area can qualify to use the sixty degree (60°) Building Envelope Angle and 12-foot Building Envelope Wall Height.

E. For buildings located in planned unit developments, the building envelope is formed by a box defined by the perimeter of the property line of the planned unit development.

18.34.060 Projections

Dormers, Gables, and non-habitable architectural elements may project beyond the building height envelope if they meet the following criteria, as illustrated in Figure 18.34.5, and as follows:

A. Dormers

1. The width of the dormer shall not exceed 14 feet;
2. Multiple dormers shall be spaced such that the distance to the edges of the roof is at least one-half the distance between dormers; and
3. The dormer shall be no higher than the ridge of the roof.

B. Gables

1. The height of the gable is less than 1.75 times higher than the point where the graduated building height envelope intersects the gable;
2. The height of the gable is less than the maximum building height; and
3. The length of the gable comprises no more than 25 percent of the length of the building façade.

C. Non-Habitable Architectural Elements:

1. Parapets and railings shall not exceed 30 inches in height above the intersection of the roof surface and the wall.
2. Chimneys and vents may project beyond the building envelope by 30 inches, if required by the building code.

3. Towers, spires, cupolas, elevator penthouses, mechanical appurtenances, or similar non-habitable architectural elements may not project beyond the building envelope.

18.35.030 Permitted And Conditional Uses

Uses in the Forestry Recreation Estate (FRE) Zone are as determined by the Table 18.35-1 Permitted and Conditional Uses in the Forestry Recreation Estate (FRE) Zone. If a use is not explicitly designated in the table, then the use is prohibited. An applicant seeking a Millcreek Business License may submit a Classification Request by following the procedure as set forth in MKZ 18.15.030 (J), to determine whether a proposed land use aligns with an existing land use listed in Table 18.35-1.

Table 18.35-1 Permitted and Conditional Uses in the Forestry Recreation Estate Zone		
Land Use	*FRE*	*Limitations/references*
P= Permitted C= Conditional Use Review Required		
Residential Uses		
~~Dwelling, Accessory~~ Accessory Dwelling Unit~~–~~	P	Limitations set forth in MKZ 18.71, Accessory Dwelling Unit Standards.
Dwelling, Single Household - Detached	P	
Home Business	P	Subject to MKZ 18.76, Special Business Land Use Regulations
Residential Facility for Elderly Persons or Person with a Disability	P	Limitations as set forth in MKZ 18.74, Residential Facilities for Persons With a Disability.
Short-Term Rental	P	Provided a valid Millcreek business license has been issued and is in good standing with respect to the

		property. Further limitations are as set forth in MKC 5.19, Short-Term Rentals
Civic and Institutional Uses		
Public Use	C	
Quasi-Public Use	C	
Religious Assembly	P	
Schools, Public and Private	P	
Miscellaneous Uses		
Accessory Uses, Accessory Buildings and Structures	P	As set forth in MKZ 18.59, Accessory Structures
Temporary Uses	P	As set forth in MKZ 18.58, Temporary Uses and Structures

18.36.050 Building Height And Building Envelopes

A. Minimum height. All dwelling structures shall be a minimum of one story in height.

B. Maximum Height. Maximum building height is set forth in Table 18.36-3 Building Height and Building Envelope for R-1 Zones.

C. Building Envelope. The height of structures may be further limited by the building envelope. The building envelope is formed by a box defined by the perimeter of the property line extended vertically perpendicular to the property line to a height and subsequent angle as set forth in Table 18.36-3 and as illustrated in Figures 18.36.3, 18.36.4, 18.36.5, and 18.36.6. The entire building shall fit under this envelope except as described in the projections section below.

D. Lots or parcels located in the R-1-8 zone determined by staff to be a Lot or Parcel of Record and are nonconforming due to minimum lot or parcel width and minimum

lot or parcel area can qualify to use the 60 degree (60°) Building Envelope Angle and 12-foot Building Envelope Wall Height.

E. For buildings located in planned unit developments, the building envelope is formed by a box defined by the perimeter of the property line of the planned unit development.

18.36.040 Spatial Requirements

Table 18.36-2 Spatial Requirements for the Single-Household Residential (R-1) Zones

Zone	Min. Lot or Parcel area (A)	Min. Lot or Parcel width (B)	Min. Front Setback (C)	Residential Use Min. Side Setbacks on interior Lots or Parcels (D)	Residential Use Min. Side Setbacks on corner (E)	Civic/Institutional and Non-Residential Use Min. Side Setback	Min. Rear Setback (F)	Max. Lot or Parcel Coverage
R-1-3	3,000 sq ft	~~25'~~30'	20'	~~5'~~3' (unless attached to a dwelling on an abutting lot or parcel)	10'~~20'~~	20'	15'	50%~~40%~~
R-1-4	4,000 sq ft	~~25'~~40'	20'	~~5'~~4' (unless attached to a dwelling on an abutting lot or parcel)	15'~~20'~~	20'	15'	45%~~40%~~
R-1-5	5,000 sq ft	~~25'~~50'	20'	5' (unless attached to a dwelling on an abutting lot or parcel)	20'	20'	15'	40%~~35%~~

R-1-6	6, 000 sq ft	60'	25'	8'	20'	20'	15'	35%
R-1-8	8,000 sq ft	65'	25'	8'	20'	20'	15'	33%
R-1-10	10, 000 sq ft	80'	30'	10'	20'	20'	15'	31%
R-1-15	15,000 sq ft	80'	30'	10'	20'	20'	15'	25%
R-1-21	21,000 sq ft	100'	30'	10'	20'	20'	15'	25%

18.36.060 Projections

Dormers, Gables, and non-habitable architectural elements may project beyond the building height envelope if they meet the following criteria, as illustrated in Figure 18.36.7, and as follows:

A. Dormers

1. The width of the dormer shall not exceed 14 feet;
2. Multiple dormers shall be spaced such that the distance to the edges of the roof is at least one-half the distance between dormers; and
3. The dormer shall be no higher than the ridge of the roof.

B. Gables

1. The height of the gable is less than 1.75 times higher than the point where the graduated building height envelope intersects the gable; and
2. The height of the gable is less than the maximum building height.

C. Non-Habitable Architectural Elements:

1. Parapets and railings shall not exceed 30 inches in height above the intersection of the roof surface and the wall.

2. Chimneys and vents may project beyond the building envelope by 30 inches, if required by the building code.
3. Towers, spires, cupolas, elevator penthouses, mechanical appurtenances, or similar non-habitable architectural elements may not project beyond the building envelope.

18.37.030 Permitted Uses And Conditional Uses

Uses in the Medium Density Residential (R-2) Zones are allowed, either as permitted or conditional, and may include certain limitations as set forth in Table 18.37-1 Permitted and Conditional Uses in Medium Density Residential Zone. If a use is not explicitly designated in the table, then the use is prohibited. An applicant seeking a Millcreek Business License may submit a Classification Request by following the procedure as set forth in MKZ 18.15.030 (J), to determine whether a proposed land use aligns with an existing land use listed in Table 18-38.1.

Table 18.37-1 Permitted and Conditional Uses in Two-Household Residential (R-2) Zones		
Land Use	*R-2 (All Zones)*	*Limitations/References*
P = Permitted Use, C = Conditional Use Review Required		
Residential Uses		
Accessory Dwelling Unit	P	Permitted in Legally-Established Single Household Dwellings. Limitations set forth in MKZ 18.71, Accessory Dwelling Unit Standards.
Dwelling, Single Household - Detached	P	
Dwelling, Two Household	P	
Home Business	P	Subject to MKZ 18.76, Special Business Land Use Regulations

Home Daycare or Preschool – up to 6 children	P	Subject to MKZ 18.76, Special Business Land Use Regulations
Home Daycare or Preschool – 7 to 12 children	C	Subject to MKZ 18.76, Special Business Land Use Regulations
Residential Facilities for Elderly Persons or Persons With a Disability	P	Limitation as set forth in MKZ 18.74, Residential Facilities for Persons With a Disability
Short-Term Rental	P	Provided a valid Millcreek business license has been issued and is in good standing with respect to the property. Further limitations are as set forth in MKC 5.19, Short Term Rentals.
Non-Residential Uses		
Noncommercial Agriculture	P	
Civic and Institutional Uses		
Public Use	P	
Quasi-Public Use	P	
Religious Assembly	P	
Schools, Public and Private	P	
Miscellaneous Uses		
Accessory uses, Buildings and Structures	P	Limitation as set forth in MKZ 18.59, Accessory Structures

Temporary Uses	P	As set forth in MKZ 18.58, Temporary Uses and Structures

18.37.040 Spatial Requirements

Zone	~~Mínimum~~ Minimum Lot or Parcel Area (A)	Minimum Lot or Parcel width (B)	Minimum Front Setback (C)	Garage Opening (Front or Street Side)(1)	Residential Use Min. Side Setbacks on interior lots or parcels (D)	Residential Use Minimum Side Setbacks on corner (E)	Civic / Institutional and Non-Residential Use Minimum Side Setback	Minimum Rear Setback (F)	Maximum lot or parcel Coverage
R-2-6.5	6,500 sq ft (8,000 sq ft for non-residential)	60'	~~25~~' 20’	25’	8'	20'	20'	15'	40%
R-2-8	8,000 sq ft	65'	~~30~~' 20’	25’	8'	20'	20'	15'	38%
R-2-10	10,000 square feet	65'	~~30'~~ 20’	25’	8'	20'	20'	15'	35%

E. Table Notes

1. The garage opening minimum yard area requirement shall apply to garages when the vehicular garage opening faces the street to which it is accessed from, otherwise the front yard minimum yard area shall apply.

18.37.050 Building Height And Envelopes

A. Minimum height. All dwellings shall be a minimum of one-story in height measured from original ground surface.

B. Maximum Height. Maximum building height is as set forth in Table 18.37-3 Building Height and Building Envelope for R-2 Zones.

C. Building Envelope. The height of structures may be further limited by the building envelope. The building envelope is formed by a box defined by the perimeter of the property line extended vertically perpendicular to the property line to a height and subsequent angle as set forth in Table 18.37-3 and as illustrated in Figures 18.37.3, 18.37.4, and 18.37.5. The entire building shall fit under this envelope except as described in the projections section below.

D. For buildings located in planned unit developments, the building envelope is formed by a box defined by the perimeter of the property line of the planned unit development.

18.37.060 Projections

~~A. Building Height Envelope Projections.~~ Dormers, gables, and non-habitable architectural elements may project beyond the building height envelope if they meet the following criteria, as illustrated in Figure 18.37.6, and as follows:

~~1.~~ A. Dormers:

~~a.~~ 1. The width of the dormer shall not exceed 14 feet.

~~b.~~ 2. Multiple dormers shall be spaced such that the distance to the edges of the roof is at least one-half the distance between dormers; and

~~c.~~ 3. The dormer shall be no higher than the ridge of the roof.

~~2.~~ B. Gables:

~~a.~~ 1. The height of the gable is less than 1.75 times higher than the point where the graduated building height envelope intersects the gable.

~~b.~~ 2. The height of the gable is less than the maximum building height; and

~~c.~~ 3. The length of the gable comprises no more than 25 percent of the length of the building façade.

C. Non-Habitable Architectural Elements:

1. Parapets and railings shall not exceed 30 inches in height above the intersection of the roof surface and the wall.
2. Chimneys and vents may project beyond the building envelope by 30 inches, if required by the building code.
3. Towers, spires, cupolas, elevator penthouses, mechanical appurtenances, or similar non-habitable architectural elements may not project beyond the building envelope.

18.38.030 Permitted Uses And Conditional Uses

Uses in the Medium Density Residential (R-4) Zones are allowed, either as permitted or conditional, and may include certain limitations as set forth in Table 18.38-1 Permitted and Conditional Uses in Medium Density Residential Zone. If a use is not explicitly designated in the table, then the use is prohibited. Use prohibitions or use limitations listed in Table 18.38-1 apply in addition to the general provision that uses not explicitly designated in the table are prohibited. An applicant seeking a Millcreek Business License may submit a Classification Request by following the procedure as set forth in MKZ 18.15.030 (J), to determine whether a proposed land use aligns with an existing land use listed in Table 18.38-1.

Table 18.38-1 Permitted and Conditional Uses in Medium Density Residential (R-4) Zones		
Land Use	*R-4*	*Limitations/References*
P = Permitted Use, C = Conditional Use Review Required		
Residential Uses		

Accessory Dwelling Unit	P	Permitted in Legally-Established Single Household Dwellings. Limitations set forth in MKZ 18.71, Accessory Dwelling Unit Standards.
Dwelling, Single-Household - Detached	P	
Dwelling, Two household	P	
Dwelling, Three or Four-Household	P	
Home Business	P	Subject to MKZ 18.76, Special Business Land Use Regulations
Home Daycare or Preschool – Up to 6 children	P	Subject to MKZ 18.76, Special Business Land Use Regulations
Home Daycare or Preschool – 7 to 12 children	C	Subject to MKZ 18.76, Special Business Land Use Regulations
Mobile Home and Tiny Home Park	C	Subject to the requirements as set forth in MKZ 18.40.030 through MKZ 18.40.080
Mobile Home and Tiny Home	P	Only allowed as part of a Mobile Home or Tiny Home Park
Nursing Home or Assisted Living	C	
Residential Facilities for Elderly Persons or Persons With a Disability	P	Limitations as set forth in MKZ 18.74, Residential Facilities for Persons With a Disability
Short-term rental	P	Provided a valid Millcreek business license has been issued and is in good standing with respect to

		the property. Further limitations are as set forth in MKC 5.19, Short Term Rentals.
Non-Residential Uses		
Noncommercial Agriculture	P	
Commercial Daycare or Preschool	C	Subject to MKZ 18.76, Special Business Land Use Regulations
Medical or Dental Clinic	C	
Greenhouse or Plant Nursery	P	
Civic and Institutional Uses		
Public Use	P	
Quasi-Public Use	P	
Religious Assembly	P	
Schools, Public and Private	P	
Miscellaneous Uses		
Accessory uses, Buildings and Structures	P	Limitation as set forth in MKZ 18.59, Accessory Structures
Temporary Uses	P	As set forth in MKZ 18.58, Temporary Uses and Structures

Table 18.38-2 Spatial Regulations for the Medium Density Residential (R-4) Zone					
	Single-Household Dwellings	**Two - Household Dwellings**	**Three-Household Dwellings**	**Four-Household Dwellings**	**Civic/Institutional and Non-Residential Uses**

Minimum Gross Land Area (A)	6,000 sf per dwelling unit	3,250 sf per dwelling	2,500 sq ft per dwelling unit, except affordable units and individually owned units require 2,000 sq ft per dwelling unit	2,125 sq ft per dwelling unit, except affordable units and individually owned units require 2,000 sq ft per unit	20,000 sf
Minimum Lot or Parcel Width (B)	60'	60'	60'	60'	60'
Minimum Front Yard Setback (C)	~~25~~20 feet	~~25~~20 feet	~~25~~20 feet	~~25~~20 feet	~~25~~20 feet
Garage Opening Setback (Front or Street Side Yard) (1)	25 feet	25 feet	25 feet	25 feet	25 feet
Minimum Interior Side Yard Setback (D)	8 feet	8 feet	8 feet	8 feet	20 feet
Minimum Corner Side Yard Setback (E)	20 feet	20 feet	20 feet	20 feet	20 feet

Minimum Rear Yard Setback (F)	20 feet	20 feet	20 feet	20 feet	20 feet
Maximum Lot or Parcel Coverage	40 percent	40 percent	40 percent	40 percent	40 percent

E. Table Notes.

1. The garage opening minimum yard area requirement shall apply to garages when the vehicular garage opening faces the street to which it is accessed from, otherwise the front yard minimum yard area shall apply.

18.38.050 Building Height And Envelopes

A. Minimum Height. All dwellings shall be a minimum of one-story in height measured from original ground surface.

B. Maximum Height. Maximum building height is set forth in Table 18.38-3 Building Height and Building Envelope for the R-4 Zone.

C. Building Envelope. The height of structures may be further limited by the building envelope. The building envelope is formed by a box defined by the perimeter of the property line extended vertically perpendicular to the property line to a height and subsequent angle as set forth in Table 18.38-3. The entire building shall fit under this envelope except as described in the projections section below, and as illustrated in Figure 18.38.2.

D. For buildings located in planned unit developments, the building envelope is formed by a box defined by the perimeter of the property line of the planned unit development.

18.38.060 Projections

Building Height Envelope Projections. Dormers, gables, and non-habitable architectural elements may project beyond the building height envelope if they meet the following criteria, as illustrated in Figure 18.38.3, and as follows:

A. Dormers:

1. The width of the dormer shall not exceed 14 feet;
2. Multiple dormers shall be spaced such that the distance to the edges of the roof is at least one-half the distance between dormers; and
3. The dormer shall be no higher than the ridge of the roof.

B. Gables:

1. The height of the gable is less than 1.75 times higher than the point where the graduated building height envelope intersects the gable;
2. The height of the gable is less than the maximum building height; and
3. The length of the gable comprises no more than 25 percent of the length of the building façade.

C. Non-Habitable Architectural Elements:

1. Parapets and railings shall not exceed 30 inches in height above the intersection of the roof surface and the wall.
2. Chimneys and vents may project beyond the building envelope by 30 inches, if required by the building code.
3. Towers, spires, cupolas, elevator penthouses, mechanical appurtenances, or similar non-habitable architectural elements may not project beyond the building envelope.

18.39.030 Permitted Uses And Conditional Uses

Uses in the Residential Mixed (RM) Zone is as set forth in Table 18.39-1, Permitted and Conditional Uses in the Residential Mixed (RM) Zone. If a use is not explicitly designated in the table, then the use is prohibited. Certain use prohibitions or use limitations are listed in Table 18.39-1. Such use prohibitions or use limitations apply in addition to the general provision that uses not explicitly designated in the table are prohibited. An applicant seeking a Millcreek Business License may submit a Classification Request by following the procedure as set forth in MKZ 18.15.030 (J), to determine whether a proposed land use aligns with an existing land use listed in Table 18.39-1.

Table 18.39-1 Permitted and Conditional Uses in the Residential Mixed (RM) Zone

Land Use	*RM*	*Limitations/References*
P= Permitted, C= Conditional Use Review Required		
Residential Uses		
Accessory Dwelling Unit	P	Permitted in Legally-Established Single Household Dwellings. Limitations set forth in MKZ 18.71, Accessory Dwelling Unit Standards.
Dwelling, Single-Household	P	
Dwelling, Two-Household	P	
Dwellings, Three- or Four-Household	P	
Dwellings, Multiple-Household up to 32' building height and up to 25 units	P	Mixed-use shall be required for developments located within 500' of specified intersections. See additional standards below.
Dwellings, Multiple-Household over 32' building height or more than 25 units	C	Mixed-use shall be required for developments located within 500' of specified intersections. At least three units shall have primary façade and primary entrance facing the street in developments with more than six units
Affordable Housing	P	Subject to MKZ 18.78, Affordable Housing Incentives
Home Business	P	Subject to MKZ 18.76, Special Business Land Use Regulations
Home Daycare or Preschool – up to 6 children	P	Subject to MKZ 18.76, Special Business Land Use Regulations

Home Daycare or Preschool – 7 to 12 children	C	Subject to MKZ 18.76, Special Business Land Use Regulations
Live/Work Unit	P	Only permitted in association with requirements for mixed use developments as set forth in MKZ 18.43.090.
Residential Facilities for Elderly Persons or Persons With a Disability	P	Limitations as set forth in MKZ 18.74, Residential Facilities for Persons With a Disability
Nursing Home or Assisted Living	C	
Short-Term Rental	P	Provided a valid Millcreek business license has been issued and is in good standing with respect to the property. Further limitations are as set forth in MKC 5.19, Short Term Rentals.
Commercial Uses		
Depository Financial Institution	P or C	~~Allowed~~ Permitted Use within legally-established commercial buildings. Conditional Use when located ~~or~~ within mixed use. Drive-up Windows are prohibited.
Mixed Use	C	
Commercial Daycare or Preschool	C	Allowed within legally-established commercial buildings or within mixed use.
Gym / Fitness Studio	C	Allowed within legally-established commercial buildings or within mixed use.
Medical or Dental Clinic	P or C	~~Allowed~~ Permitted Use within legally-established commercial buildings. Conditional Use when located

		~~or~~ within mixed use. Drive-up Windows are prohibited.
Office	P or C	~~Allowed~~ Permitted Use within legally-established commercial buildings. Conditional Use when located ~~or~~ within mixed use. Drive-up Windows are prohibited.
Personal Service	P or C	~~Allowed~~ Permitted Use within legally-established commercial buildings. Conditional Use when located ~~or~~ within mixed use. Drive-up Windows are prohibited.
Eating or Drinking Establishments, Dine-In	C	Allowed within legally-established commercial buildings or within mixed use. Drive-up Windows are prohibited.
Neighborhood Retail or General Retail	P or C	~~Allowed~~ Permitted Use within legally-established commercial buildings. Conditional Use when located ~~or~~ within mixed use. Drive-up Windows are prohibited.
Civic and Institutional Uses		
Public Use	C	
Quasi-Public Use	C	
Religious Assembly	P	
Schools, Public and Private	P	
Miscellaneous Uses		
Accessory Uses, Buildings and Structures	P	As set forth in MKZ 18.59, Accessory Structures

Temporary Uses	P	As set forth in MKZ 18.58, Temporary Uses and Structures

18.39.050 Site Design Standards

D. Interior Streets and Driveways. The design of public and private streets within a development shall follow Millcreek standards for road widths as established by the Millcreek Transportation Master Plan and the development standards identified in MKC Title 14.

~~1. The City shall be granted a utility easement for the entire interior street system in a development project.~~

~~2. Where garages or carports face each other, a minimum of 25 square feet of landscaping shall be required at the sides of each driveway, or between each dwelling unit.~~

18.41.070 Site Design Standards

Open space shall be provided for residential uses in the amount of the lesser of 20 percent of the property or at least 250 square feet per dwelling unit. One hundred (100) square feet per dwelling unit may be private open space, and 150 square feet per dwelling unit must be common open space. The required common open space shall be usable land areas that may include rooftop balconies and terraces but are not otherwise occupied by buildings, dwellings, structures, parking areas, streets, public park strips, curbs, gutters, sidewalks, walking paths, driveways, or alleys and shall be accessible by all residents of the mixed use development.

18.44.030 Permitted Uses And Conditional Uses

Table 18-44-1 Permitted and Conditional Uses in the Commercial (C) Zone		
Land Use	***C***	***Limitations / References***
P= Permitted, C= Conditional Use Review Required		
Residential Uses		
Affordable Housing	P	Subject to the requirements and incentives for affordable housing as set

		forth in MKZ 18.78, Affordable Housing Incentives.
Dwelling, Multiple Household	C	Only permitted as part of a mixed use development, subject to the development standards as set forth in MKZ 18.44.090 (H).
Nursing Home or Assisted Living	P	
Home Business	P	Permitted in legally-established dwellings in the C Zone. Subject to MKZ 18.76, Special Business Land Use Regulations.
Residential Facility For Elderly Persons or Persons With a Disability	P	Limitations as set forth in MKZ 18.74, Residential Facilities for Persons With a Disability.
Caretaker Dwelling	P	Additional use standards apply as set forth in MKZ 18.44.090
Commercial Uses		
Kennel, Indoor or Outdoor	P	Outdoor kennels or animal play areas prohibited within 300' of a Residential Zone Boundary or a legally established residential use.
Automobile, Equipment, or Recreational Vehicle Sales or Rental	C	Only allowed when located on arterial roadways 100' or greater in width. Prohibited within 300' of a residential use or a residential zone. Additional use standards apply as set forth in MKZ 18.44.090.
Automobile Service and Repair	C	Prohibited within 150' of a residential use or a residential zone and within 1,320' (1/4 mile) of an established substantially

		similar business. Additional use standards apply as set forth in MKZ 18.44.090.
Car Wash	C	Prohibited within 150' of a residential use or a residential zone and within 300' of a major intersection and within 1,320' (1/4 mile) of an established substantially similar business.
Medical or Dental Clinic	P	
Mixed Use	C	Additional use standards apply as set forth in MKZ 18.44.090
Commercial Daycare or Preschool	P	
Commercial Entertainment under 25,000 square feet	P	Outdoor entertainment uses are prohibited within 300' of legally established dwelling or a Residential Zone Boundary. Indoor or Outdoor Gun or Archery Ranges are prohibited.
Commercial Entertainment, 25,000 square feet or more	C	Outdoor entertainment uses are prohibited within 300' of a legally established dwelling or a Residential Zone Boundary. Indoor or Outdoor Gun or Archery Ranges are prohibited.
Commercial Kitchen / Ghost Kitchen	P	
Commercial Parking Lot or Commercial Parking Garage	C	Parking garages shall include non-residential uses for at least 75% of the ground story facing a public street.
Community Garden	P	
Depository Financial Institution	P	

Drive-up Window	C	Drive up windows prohibited within mixed use developments. Additional development standards apply as set forth in MKZ 18.44.090 (D)
Eating and Drinking Establishment	P	
Flex Space	P	Maximum square footage of 10,000 square feet per building, a minimum of 20% of story area must be office and or retail uses.
Fuel Station	C	Prohibited within 1,320' (1/4 mile) of an existing fuel station and within 150' of a residential use or a residential zone. See additional development standards as set forth in MKZ 18.44.090 (G)
Funeral Home or Mortuary	P	
Greenhouse or Plant Nursery	P	
Gym or Fitness Studio under 5,000 square feet	P	
Gym or Fitness Studio - 5,000 square feet or more	C	
Hospital	C	
Light Service and Repair	P	Maximum square footage of 10,000 square feet.
Live/Work Unit	P	Only permitted in association with mixed use set forth in the development standards as set forth in MKZ 18.44.090 (H).
Lodging	P	

Non-Depository Financial Institution	P	Prohibited within 300' of a major intersection and within 2,640' (1/2 mile) of an established substantially similar business.
Office	P	
Pawn Shop	P	Prohibited within 300' of a major intersection and within 2,640' (1/2 mile) of an established substantially similar business.
Personal Service	P	
Reception or Event Center	P	Outdoor uses prohibited within 300' of a residential use or a Residential Zone Boundary.
Neighborhood or General Service	P	
Neighborhood or General Retail	P	
Retail Sales	P	Retail Tobacco Specialty Businesses are prohibited within 1,320' (1/4 mile) of an established substantially similar business.
Retail Food Trucks, Pop-Up Markets, and/or Farmer's Market	P	Subject to Temporary Use Standards as set forth in MKZ 18.58, Temporary Uses and Structures.
Self-Storage facility	C	Prohibited within 300' of a major intersection and within 1,320' (1/4 mile) of an established substantially similar business. Additional location restrictions apply as set forth in MKZ 18.44.090.
Temporary Uses	P	As set forth in MKZ 18.58, Temporary Uses and Structures

Institutional Uses		
Wireless Telecommunication Facility	P	Must be a Stealth Facility, subject to the standards as set forth in MKZ 18.75, Wireless Telecommunications Facilities.
Public Use	P	Detention Facilities or Jails are not permitted
Religious Assembly	P	
Schools, Public and Private	P	
Quasi-Public Use	P	

18.44.060 Site Layout Standards

Enclosures shall be constructed of a solid masonry material and shall include ~~sold~~ solid steel gates.

18.44.090 Design And Use Standards For Specific Uses

The following standards are applicable to the uses specified in addition to the development standards in this Chapter. In the event there is language elsewhere in MKZ Title 18 that conflicts with language in this chapter, the more restrictive standard prevails.

A. Automobile, Equipment, or Recreational Vehicle Sales or Rental uses shall meet the following site requirements:

   1. The minimum lot size for such use is 20,000 square feet.
   2. The site must contain an office of at least 2,000 square feet.
   3. Inventory lot parking shall not be included in the minimum parking requirements.
   4. Any service or repair associated with automobile, equipment, or recreational vehicle sales or rental shall meet the site standards for automobile service and repair uses found in this section.

B. Automobile Service and Repair uses shall meet the following site standards:

   1. Bay doors shall not be located on facades facing residential uses or zones.

2. Vehicles awaiting repair or service shall be screened by Landscape Buffer C as set forth in MKZ 18.64, Landscape Standards.
3. Vehicle storage areas shall not count toward parking minimum requirements.
4. All vehicle parts or accessories must be stored indoors.
5. All wrecked or inoperable vehicles must be stored within a main or accessory structure.

18.46.030 Permitted Uses And Conditional Uses

A. Uses in the Light Manufacturing (M) Zone are as determined by the Table 18.46-1 Permitted and Conditional Uses in Light Manufacturing (M) Zone. If a use is not explicitly designated in the table, then the use is prohibited. An applicant seeking a Millcreek Business License may submit a Classification Request by following the procedure as set forth in MKZ 18.15.030 (J), to determine whether a proposed land use aligns with an existing land use listed in Table 18.46-1.

Table 18.46-1 Permitted and Conditional Uses in the Light Manufacturing (M) Zone		
Land Use	*M Zone*	*Limitations / References*
P= Permitted, C= Conditional Use Review Required		
Commercial Uses		
Depository Financial Institution	P	Prohibited within 300' of a major intersection (1)
Kennel, Indoor or Outdoor	P	Prohibited within 300' of a Residential Zone Boundary or a legally established dwelling ~~residential use~~
Automobile, Equipment, or Recreational Vehicle Sales or Rental	C	Only allowed when located on arterial roadways 80' or greater in width. Prohibited within 150' of a Residential Zone Boundary or a legally established dwelling ~~residential use~~. (1)

		Additional use standards apply as set forth in MKZ 18.46.090
Automobile Service and Repair	C	Prohibited within 300' of a Residential Zone Boundary or a legally established dwelling ~~residential use~~ and within 1,320' (1/4 mile) of an established substantially similar business. (1) Additional use standards apply as set forth in MKZ 18.46.090.
Car Wash	C	Prohibited within 150' of a Residential Zone Boundary or a legally established dwelling ~~residential use~~ and within 300' of a major intersection and within 1,320' (1/4 mile) of an established substantially similar business. (1)
Medical or Dental Clinic	P	
Commercial Daycare or Preschool	P	
Indoor Commercial Entertainment under 25,000 square feet	P	
Indoor Commercial Entertainment, 25,000 square feet or more	C	
Outdoor Commercial Entertainment	C	Outdoor entertainment uses prohibited within 300' of a Residential Zone Boundary or a legally-established dwelling. (1)
Commercial Kitchen / Ghost Kitchen	P	
Commercial Parking Lot or Commercial Garage	C	Parking garages shall include non-residential uses for at least 75% of the ground story facing a public street. Subject to Landscaping standards.

Community Garden	P	Limited to one acre or less with no onsite retail allowed.
Drive-up Window	C	
Eating and drinking establishment	P	
Flex Space	P	Maximum square footage of 10,000 square feet per building, a minimum of 20% of story area must be office and or retail uses.
Fuel Station	C	Prohibited within 1,320' (1/4 mile) of an existing fuel station and within 300' of a major intersection. (1)
Funeral Home or Mortuary	P	
Greenhouse or Plant Nursery	P	
Gym or Fitness Studio under 5,000 square feet	P	
Gym or Fitness Studio 5,000 square feet or more	C	
Light Manufacturing	P or C	Developments that abut a Residential Zone Boundary or a legally-established dwelling are a conditional use. (1)
General Retail	P	
Office	P	

Pawn Shop	P	Prohibited within 300' of a major intersection and within 1,320' (1/4 mile) of an established substantially similar business. (1)
Personal Transportation Service	P	Prohibited within 150' of a Residential Zone Boundary or a legally established dwelling
Reception or Event Center	P	Outdoor uses prohibited within 300' of a Residential Zone Boundary or legally-established dwelling. (1)
Self-Storage facility	C	Prohibited within 300' of a major intersection and within 1,320' (1/4 mile) of an established substantially similar business. Additional location restrictions apply as set forth in MKZ 18.46.090. (1)
Sexually Oriented Business	C	
Truck Transfer Facility	C	Temporary outside storage of trucks and trailers allowed as defined by MKZ 18.46.080
Warehouse	P or C	Developments that abut a Residential Zone Boundary or a legally-established dwelling are a conditional use.
Temporary Uses	P	As set forth in MKZ 18.58, Temporary Uses and Structures
Institutional Uses		
Wireless Telecommunication Facility	P	Must be a Stealth Facility, subject to the standards as set forth in MKZ 18.75, Wireless Telecommunication Facilities.
Public Use	P	
Religious Assembly	P	

Schools, Public and Private	P	
Quasi-Public Use	C	
Residential Uses		
Home Business	P	Permitted in legally-established dwellings in the M Zone. Subject to MKZ 18.76, Special Business Land Use Regulations
Residential Facility for Elderly Persons or Persons With a Disability	P	Limitations as set forth in MKZ 18.74, Residential Facilities for Persons With a Disability.
Caretaker Dwelling	P	Property owner shall record an affidavit stating the caretaker dwelling will not be leased, rented, or sold separately. Caretaker dwelling shall consist of a minimum habitable floor area of 600 square feet and not to exceed a maximum habitable floor area of 1,200 square feet. Shall be subject to the off- street parking requirements of MKZ 18.63, Parking and Mobility Standards. Parking spaces for caretaker dwelling cannot be included in any parking reduction request including shared parking. -Home businesses with a customer base visiting the caretaker dwelling shall be prohibited.

B. Table 18.46-1 Notes:

1. Distances are measured from property line or nearest point of the right-of-way at an intersection to the subject property line at the nearest point.

18.46.050 Accessory Uses and Structures

Accessory uses and structures shall be subordinate to the main use and structure or building. Accessory use may include outside repair, fabrication, and cleaning of equipment, vehicles, and/or stored products. Accessory structures serving legally-

established dwellings shall follow the general requirements for accessory structures as set forth in MKZ 18.59.030.

18.46.060 Spatial Requirements

A. The requirements for lot or parcel size, building setbacks, lot coverage and other spatial requirements are as set forth in Table 18.46-3 Spatial Requirements for the Manufacturing (M) Zone.

Table 18.46-3 Spatial Requirements for the Manufacturing (M) Zone	
Spatial Requirement	*M Zone*
Minimum Lot or Parcel Area	20,000 square feet
Minimum Lot or Parcel Width	100 feet
Maximum Building Height	45 feet
Maximum Lot or Parcel Coverage	80 percent
Minimum Building Height	1 story
Minimum Front Yard Setback	20 feet
Minimum Rear and/or Side Yard Setback	If located abutting a Residential Zone Boundary, 20 feet, otherwise 10 feet.
Minimum Interior Side Yard Setback	10 feet (1)
Minimum Corner Side Yard Setback	20 feet (1)
Accessory Structures: Rear And Interior Side Yard Setback	2 feet (2)
Accessory Structures: Rear And Interior Side Yard Setback When Abutting Residential Use	10 feet (2)

B. Table 18.46-3 Notes:

1. For buildings that abut a legally-established dwelling or a Residential Zone Boundary, the side and rear yards abutting the residential use or Residential Zone Boundary shall be increased by one foot for every two feet that the structure exceeds 25 feet in height.

2. Accessory structures serving legally-established dwellings shall follow the general requirements for accessory structures as set forth in MKZ 18.59.030.

18.47.060 Design Standards

Table 18.47-8 Neighborhood Streetscape Requirements	
Streetscape Element	***Requirement***
Vehicular Zone	
ROW Width	61 feet to 80 feet
Travel Lanes	2
Center Turn Lane	None
Lane Width	12 feet
Center Median	Not permitted
Parking Lanes	8.5 feet on-street parallel, 18 feet for angled head in, or head out on each side, depending on ROW
Bicycle Lane	Shared with travel lanes
Pedestrian Zone	
Walkways	5-foot minimum attached sidewalk on each side
Street Buffer	6-foot minimum landscape area with trees
Furnishings	Bike racks, seating, lighting, planters
Outdoor Dining	Outdoor dining & seating areas may include pergolas and/or shade structures that are no taller than 12' and are permanently installed with footing/foundations.

18.60.040 Nonconforming Use

A. Continuation. A nonconforming use ~~or noncomplying structure~~ legally existing when such use became prohibited, may be continued. A vacant structure may be occupied by a use for which the structure was originally designed and intended if occupied within period of one year after the use becomes nonconforming.

B. Expansion within a Complying Structure. A nonconforming use existing within a portion of a conforming structure may be expanded to include the entire floor area of such building provided the expansion:

    1. Does not include any structural alteration; and

    2. Otherwise conforms to the requirements of this title, and

    3. Additional parking space is supplied to meet the requirements of this title for such expansion.

C. A nonconforming use of a lot or parcel where the principal use is not enclosed within a building, such as a salvage yard or a motor vehicle sales lot, shall not be expanded or modified except in conformity with the requirements of this title or as may be required by law.

D. Change of Use. Whenever any Nonconforming Use is changed to a conforming use, the Nonconforming Use shall be deemed terminated. Nonconforming uses shall not be changed to another Nonconforming Use.

E. Deterioration or Destruction of a Structure with a Nonconforming Use: Restoration of a deteriorated, damaged or destroyed structure and continuance of a nonconforming use shall be subject to the following:

    1. A nonconforming use status will cease to be legal, if the structure that contains a nonconforming use is allowed to deteriorate to a condition that the structure is rendered uninhabitable and is not repaired or restored within six (6) months after written notice to the property owner stating the following:

        a. The structure is uninhabitable, and

        b. If the structure is not repaired or restored within six (6) months, the nonconforming use status will cease to be legal.

    2. If a structure that contains a nonconforming use is voluntarily demolished, or is required by law to be demolished, the nonconforming use shall not be resumed.

    3. If a structure that contains a nonconforming use is damaged by fire, wind, earthquake, or other calamity or act of God or the public enemy and the

structure or use has not been abandoned, the nonconforming use may be resumed and the structure may be restored to the condition prior to the destruction, so long as a building permit is obtained within six months and a certificate of occupancy is issued or a final inspection completed within two years of receipt of a building permit.

18.60.050 Noncomplying Structures

A. Continuation. A noncomplying structure may be continued so long as no additions or enlargements are made thereto, except as permitted by this chapter or as may be required by law. If a noncomplying structure is removed from the lot or parcel where it was located, each future structure on such lot or parcel shall conform to the provisions of this title.

B. Expansion and Enlargement.

1. Compliant Expansions and Enlargements. A noncomplying structure may be expanded or enlarged if the expansion or enlargement complies with the standards of the zone district and the applicable requirements of this title. The cumulative expansion since the structure became nonconforming does not exceed 50% of the structure's height, footprint, lot or parcel coverage, and/or area when it became nonconforming.

2. Noncompliant Expansions and Enlargements. A noncomplying structure may be expanded or enlarged only if the structure has received a determination status as set forth in MKZ 18.60.090 and a ~~upon a~~ permit authorized by the land use hearing officer, provided that the land use hearing officer shall find the following:

    a. The expansion or enlargement of the structure is compatible with existing development within a reasonable distance in terms of height, mass, applicable building envelope requirements, and lot or parcel coverage; and

    b. The expansion or enlargement of the structure is not detrimental to the health, safety and general welfare of persons residing within a reasonable distance of the subject property.

    ~~c. The cumulative expansion since the structure became nonconforming does not exceed 50% of the structure's height, footprint, lot or parcel coverage, and/or area when it became nonconforming.~~

c. The Noncomplying Structure, depending on the nature of the nonconformity, meets the following criteria:

(1) Noncomplying as to Building Height Envelope: A structure that does not meet the requirements of the building height or building envelope may be expanded provided that the height of the expansion does not exceed the existing height of the structure and complies with all other underlying zone spatial requirements or does not further reduce any existing noncomplying spatial requirement. Such expansion shall be permitted one time only.

~~(2)~~ Noncomplying as to Setbacks:

(A) A structure that does not meet the setback requirements of the underlying zone district may be expanded provided the existing setback is not further reduced and the expansion complies with all other spatial requirements of the underlying zone.

(B) The expansion may extend the noncomplying exterior wall of the structure up to 50% of the length of the existing wall. Such expansion shall be permitted one time only.

(3) Noncomplying as to Lot or Parcel Coverage: A structure on a lot or parcel that exceeds the lot or parcel coverage limit requirements of the underlying zone district may be expanded provided the expansion does not increase the existing lot or parcel coverage by more than 20% and in no case can the total lot or parcel coverage exceed 50%. Such expansion shall be permitted one time only.

B. Maintenance and Repair. A noncomplying structure may be maintained or repaired provided no structural alterations are made and the degree of nonconformity is not increased. ~~Repairs may be made to a noncomplying structure provided the degree of nonconformity is not increased.~~

C. Relocation. A noncomplying structure may not be relocated within Millcreek unless the structure is placed in a location that conforms with the applicable requirements of this title.

D. Enlargement Where Parking Insufficient. A complying structure housing a use with insufficient parking, as required by this title, may be enlarged provided additional parking is supplied to meet the requirements of this title for the noncomplying portion of the structure and the enlargement.

E. Restoration. A noncomplying structure damaged by fire, wind, earthquake, or other calamity or act of God or the public enemy may be restored as it existed previously, except for structural changes required by the building code or fire code, and its use may be continued so long as a building permit is obtained within six months and a certificate of occupancy is issued or a final inspection completed within two years of receipt of a building permit.

F. Deterioration. A noncomplying structure status will be lost and require either complete demolition or compliance with the standards of the underlying zone district, if the noncomplying structure is allowed to deteriorate to a condition that the structure is rendered uninhabitable and is not repaired or restored within six (6) months after written notice is provided to the property owner stating the following:

1. The structure is uninhabitable, and
2. The noncomplying structure will be lost if the structure is not repaired or restored within six months, or
3. The property owner has voluntarily demolished a majority of the noncomplying structure.

~~A noncomplying structure may not be reconstructed or restored if:~~

~~1. The structure is allowed to deteriorate to a condition that the structure is rendered uninhabitable and is not repaired or restored within six months after written notice to the property owner that:~~

~~c. The structure is uninhabitable, and~~

~~d. The noncomplying structure will be lost if the structure is not repaired or restored within six months, or~~

~~2. The property owner has voluntarily demolished a majority of the noncomplying structure.~~

G. If the property owner or authorized representative voluntarily demolishes a noncomplying structure or is required by law to demolish the noncomplying structure, the structure shall not be reconstructed or restored unless it is reconstructed or restored to comply with all applicable requirements of this title. Demolition of a noncomplying structure includes any act or process that destroys or removes 50 percent or more of the nonconformity.

18.63.020 Vehicle Parking Requirements

B. Design Specifications for Residential Uses with Four or Fewer Units.

8. Commercial vehicles. Commercial vehicles shall not be parked or stored on residential property, except in the following circumstances:
    a. Commercial vehicles may be parked on a property in conjunction with lawfully permitted construction, maintenance, or site development activities so long as said activities are diligently pursued.
    b. One commercial vehicle may be parked behind the front line of the dwelling and screened from view from public streets or neighboring properties, as well as an opaque fence or opaque gate that is at least six feet (6') tall.
    c. One commercial vehicle may be parked in the front yard or side yard of a dwelling, in any R-1 or R-2 zone upon approval of a site plan amendment application, filed by the applicant pursuant to MKZ 18.15.030 (D), ~~issuance of a permit by the City,~~ provided that all of the following criteria are met:
        (1) No other commercial vehicle is parked or stored on the property.
        (2) The operator of the vehicle is required to be on call twenty-four (24) hours a day to use the vehicle in response to an emergency;
        (3) The commercial vehicle is parked on a paved surface in compliance with this Chapter;
        (4) The commercial vehicle is parked entirely on private property, not parked on or over the street or sidewalk; and
        (5) The commercial vehicle does not exceed Class 5 (two-axle, six-tire single-unit trucks) in the Federal Highway Administration vehicle classification.

C. Minimum Parking Requirements

Table 18.63-2 Minimum Vehicle Parking Requirements		
Use	***Minimum Requirement***	***Notes***
RESIDENTIAL USES		
Residential Facility for the Elderly or for Persons With a Disability	A minimum of 4 parking spaces plus 1 parking space for every 5 residents.	If the number of residents who own or operate a motor vehicle exceeds the number of parking spaces required for Residential Facilities for Persons With a Disability, additional parking shall be provided to ensure that every resident who owns or operates a motor vehicle has a lawfully located off-street parking space.
Mobile Home Park	2 spaces per unit	
Single-Household Dwelling, Two-Household Dwelling, Three-Household Dwelling and Four-Household Dwelling	2 spaces per unit	One space must be covered parking, except for single-household dwellings and two-household dwellings developed as affordable housing. Existing dwellings that lack one covered space as of March 12, 2018 are exempt from a

		covered parking requirement.
Accessory Dwelling Units	1 stall per unit	
Multiple-Household Dwelling in the CCOZ or MD zones, including senior (55+) housing (5 or more units) (2)(3)	1.0 spaces per studio unit 1.0 space per one bedroom unit 1.5 spaces per two-bedroom unit 2 spaces per unit for units with three or more bedrooms 0.25 spaces per unit for visitor parking	
Multi-Household Dwelling in all other zones, including senior (55+) housing (5 or more units) (2)(3)	1.0 spaces per studio unit 1.25 space per one bedroom unit 1.5 spaces per two-bedroom unit 2 spaces per unit for units with three or more bedrooms 0.25 spaces per unit for visitor parking	
Affordable Housing (1)(2)(3)	0.50 spaces per studio unit 0.75 space per one bedroom unit 1 space per unit with two or more bedrooms 0.25	The application must demonstrate that units are allocated as permanent affordable housing, either through deed restriction, covenant, or other

	spaces per unit for visitor parking	means of legal documentation deemed acceptable by the City Attorney.
~~Senior (55+) Housing~~	~~0.5 spaces per unit~~	

18.63.040 Bicycle Parking Requirements

~~A. Bicycle Parking Design Standards~~

A. ~~1.~~ Bicycle parking spaces shall be:

1. ~~a.~~ Located on the same lot as the principal use;

2. ~~b.~~ Located and designed to prevent damage to bicycles by cars;

3. ~~c.~~ Located so as not to interfere with pedestrian movements;

4. ~~d.~~ Located in a highly visible, well-lighted area that is located near the entrance(s) to the building;

5. ~~e.~~ Located to provide safe access from the spaces to the public right-of-way or bicycle lane;

6. ~~f.~~ Designed with racks to accommodate a range of bicycle shapes and sizes, and to allow the frame and wheel(s) of each bicycle to be supported and secured against theft without interfering with adjacent bicycles;

7. ~~g.~~ Racks shall be anchored to resist removal by vandalism and resistant to rust or corrosion.

8. ~~h.~~ Bicycle parking spaces that meet the above requirements may be located within the building.

9. ~~i.~~ The proposed bicycle parking spaces shall be clearly shown on the site plan indicating location and type.

10. ~~j.~~ Multiple-Household residential uses with more than eight (8) units shall provide an on-site enclosed and secured bicycle storage room with racks for the use of the residents.

B. ~~2.~~ Bicycle Parking Requirements. Bicycle parking facilities shall be provided for any new commercial, office, manufacturing, industrial, Multiple-Household residential, recreational, public and/or quasi-public use for which automobile parking is required; or for modification or change of any use listed above that results in the need for additional automobile parking facilities and is required for all principal uses as outlined in Table 18.63-5 Bicycle Parking Requirements.

Table 18.63-5: Bicycle Parking Requirements	
Use	***Minimum Requirement***
Residential, Multi-Household with 3-8 units	2 spaces per 4 dwelling units
Residential, Multi-Household with ~~3-8 units~~ more than 8 units	2 spaces per 4 dwelling units, 50% of which must be in an enclosed and secured bicycle storage room or in private garages
Office	2 publicly available spaces per establishment or 1 space per 15,000 square feet, whichever is greater
Restaurant	4 publicly available spaces per establishment
Retail	2 publicly available spaces per establishment
School	1 space per classroom

18.64.040 Tree Preservation Standards

A. Purpose. To maintain the environmental integrity of trees for shade, evapotranspiration, and habitat along with preserving the aesthetic of mature, and healthy vegetation for Millcreek's streetscapes.

B. Applicability. All healthy trees having a ~~caliper~~ DBH of ~~four~~ six inches (~~4~~6") in size or larger shall be preserved to the maximum extent feasible. Species identified as noxious or invasive as declared by the Millcreek Plant Species List or the Utah Department of Agriculture and Food are exempt from this requirement.

C. Design Standards

1. Preserved trees shall be credited toward the satisfaction of the tree planting requirements of this chapter at a rate of 1:1 based on caliper size, except for the replacement of large caliper trees as set forth in Table 18.64-4, Tree Replacement Table. For example, a six-inch (6") caliper tree preserved shall count toward three (3) two-inch (2") caliper trees.
2. Where existing trees are to be protected during site development or construction activity, the following standards shall apply:
    a. A fenced tree protection zone shall be established around the dripline of each tree or cluster of trees to be retained with high-visibility materials at a minimum height of four feet (4').
    b. The storage or movement of equipment, material, debris, or fill is prohibited within the tree protection zone to minimize soil compaction.
    c. The cleaning of equipment or material or the storage and disposal of waste material such as paints, oils, solvents, asphalt, concrete, motor oil or any other material harmful to the life of a tree is prohibited within the tree protection zone.
3. No cut or fill is permitted within the tree protection zone unless Landscape Architect licensed to practice in the State of Utah or an ISA Certified Arborist has evaluated and approved the disturbance.
4. All protected existing trees shall be pruned as specified by an ISA Certified Arborist.
5. No damaging attachment, wires, signs, or permits may be fastened to any protected tree.
6. Trees being preserved that are located further than 50 feet from the primary area being disturbed by construction may be ribboned off in lieu of erecting protective fencing. This may be accomplished by placing metal t-post stakes a maximum of 50 feet apart and tying ribbon or rope from stake-to-stake along the outside perimeters of such areas being cleared.
7. Trees that are killed or damaged beyond healthy restoration during construction shall be replaced at the rate outlined in table 18.64-4.

8. The removal of trees is allowed under the following circumstances ~~by way of a tree removal permit as set forth in MKZ 18.64, Landscape Standards.~~:

    a. Where trees have naturally fallen or are determined by an ISA Certified Arborist to be dead or dying.

    b. Where trees have been diagnosed by an ISA Certified Arborist as unhealthy beyond reasonable rehabilitation.

    c. Where trees are determined to be potentially harmful to the public health, safety, or welfare.

    d. Where it has been determined by the City that tree removal is necessary to restore clear visibility at driveways and intersections.

9. Plants considered noxious or invasive species as identified in the Millcreek Plant Species List or the Utah Department of Agriculture and Food are not required to meet these requirements.

10. Trees having a ~~caliper~~ DBH of six ~~four~~ inches (6~~4~~") in size or greater which are removed shall be replaced on the development site at the following rate, except that street trees are to be replaced at a rate of one new tree per tree removed.

Table 18.64-4 Tree Replacement Table	
Tree Replacement Table	
Tree to be removed	Replace with
6" to 12" DBH tree	Three trees as 1" to 2" caliper size
13" to 24" DBH tree	Six trees at 1" to 2" caliper size
25" to 36" DBH tree	Eight trees at 1" to 2" caliper size
37" or larger DBH tree	Twelve trees at 1" to 2" caliper size

11. The Planning Director may approve a reduced replacement mitigation plan. To receive a reduced mitigation plan, an applicant must submit a letter from a licensed Utah arborist or landscape architect outlining the specific site and why a reduced replacement rate is required. The following circumstances

may warrant a reduced tree mitigation plan:

a. Placing the required number of replacement trees on site is not conducive to a sustainable landscape plan for the property in question; or

b. Unique soil types, topography, or unusual characteristics of the site will limit the likelihood of successful tree establishment and growth.

12. Off-Site replacement. An applicant may request a fee-in-lieu to the Planning Director to meet the tree mitigation standards.

a. The applicant may pay a fee in lieu to the Millcreek tree fund that covers the cost to purchase and plant each tree requested,

b. The applicant may request to the Planning Director an off site tree replacement transfer to another property. The 'receiving' property must submit a signed approval of the transfer and the trees must be planted in accordance with the standards found in MKZ 18.64 Landscape Standards. Trees must be planted prior to the issuance of occupancy for the 'sending' property.

13. Tree removal prior to land use development. Trees over 6" DBH removed within 12 months prior to the filing a land use application with the city shall count as trees removed and must be replaced in accordance with the standards found in MKZ 18.64.040(C)(9).

a. The applicant shall provide documentation of the size, species, and health of the trees removed.
b. The city shall use satellite imagery and site inspections to verify the size, species, and health of the trees removed. The city may also use a license arborist to verify the size, species, and health of the removed trees.
c. Any fees associated with the verification shall be paid by the applicant.

D. Tree Preservation Site Plan Submittal

1. Applicants seeking to remove trees as part of a land use application shall ~~seek a tree removal permit and shall~~ submit a tree preservation plan as part of their application, to include the following:

~~a. Purpose of the requested tree removal permit~~

b. Plan showing existing and proposed land uses, buildings, parking, utilities, and light poles;

c. Plan showing existing trees ~~over four (4) inch diameter at breast height~~ to be preserved; ~~and any other pertinent development elements.~~ any trees that will be removed, and health, species, and diameter at breast height of all trees on the property;

d. Plan showing location of all required replacement trees on property along with their species and mature size;

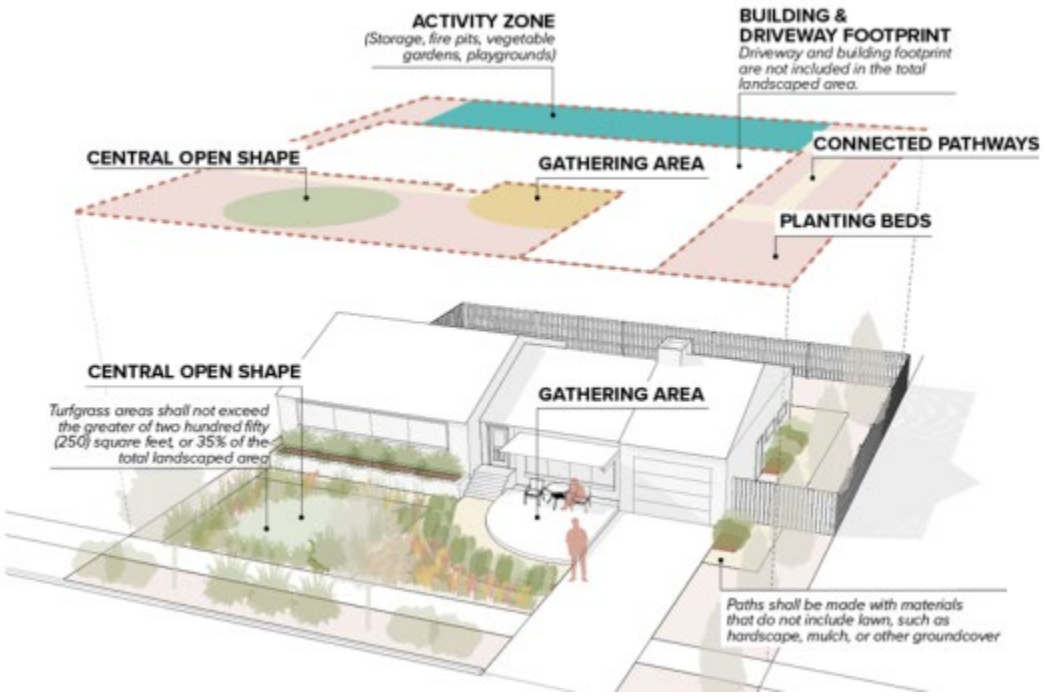
e. A boundary survey which shall include the location of all easements, building setback lines, nearby zoning district boundaries; and

f. A location map showing the location of the property within the City.

~~2. If a permit is denied, the reason for denial shall be furnished to the applicant in writing, either electronically or by mail. The applicant or any person adversely affected by a final decision on a tree removal permit shall have the right to appeal the decision to the land use hearing officer, as set forth in MKZ 18.04, Appeals.~~

18.64.080 Single-Household, Two-Household, Three-Household, & Four-Household Residential Landscaping Standards

Figure 18.64.6 LocalScape Design Standards



A. Purpose. To provide the opportunity for property owners to apply for Landscaping Rebate Programs as outlined by the Central Utah Water Conservancy District.

B. Applicability. The standards illustrated in Figure 18.64.6 and set forth in this section apply to all new single-household, two-household, three-household, and four-household residential development and any redevelopment of single-household, two-household, three-household, and four-household residential properties in addition to the General Landscaping Requirements outlined in this Chapter.

C. Maximum Impervious Surfaces for Single-Household, Two-Household, Three-Household, and Four-Household Dwellings.
   1. Except as provided below, no more than 50 percent of the area of a front or corner side yard may be covered with impervious surfaces such as driveways.
   2. For lots or parcels with less than 60 feet of frontage as measured at the right-of-way line, impervious surfaces used for driveways and permitted parking may exceed the 50 percent limitation if necessary to meet the minimum driveway standards set forth in MKC 14.20.110.

D. LocalScape Design Standards. LocalScapes consist of up to five (5) types of landscape elements:
   1. Central Open Shape. If size permits, the landscaped areas of the front and back yards may include a designed central open shape created by using turfgrass, hardscape, groundcover, gravel, or mulch. The central open shape minimizes angles and extensions that make watering less efficient.

a. Turfgrass areas shall not exceed the greater of two 250 square feet, or 35 percent of the property's total landscaped area.
b. A turfgrass central open shape may not be less than 10 feet in width.
c. Small residential lots in which the total landscaped area is less than 250 square feet are exempt from the 10 feet minimum width requirement for turfgrass.

2. Gathering Areas. Gathering areas shall be constructed of hardscape and placed outside the central open shape. The gathering area may function as the central open shape in a landscape without a turfgrass lawn.
3. Activity Zones. Activity zones shall be located outside the central open shape and shall be surfaced with materials other than turfgrass lawn. Vegetable gardens, playground areas, and sport courts are examples of potential activity zones.
4. Connecting Pathways. Paths and walkways shall be made of materials other than lawn, such as hardscape, mulch, or other durable materials.
5. Planting Beds. Planting beds shall be located outside of the central open shape and may not utilize turfgrass. They shall be surfaced by mulch, rock, gravel, or other similar material where not covered by plantings. A minimum of 75 percent of the planting bed shall be comprised of live plant material.

18.64.140 Landscape Plan Submittal Requirements

A. General Provisions
1. All applications for a Conditional Use Permit, a ~~SitePlan~~ Site Plan Approval, or a ~~Minor~~ Site Plan Amendment must be accompanied by a landscape plan package prepared in accordance with the requirements of this chapter.

18.65.110 Sign Allowance By Zoning Districts

Table 18.65-3 Signs in Nonresidential Zones: (C-1, C, M, MD, MD-3, IF and CCOZ)					
Type	*Maximum Size*	*Maximum Height*	*Location Requirements*	*Maximum Quantity*	*Other*
District sign	288 square feet	• 26.5 feet for signs located on 3300 South or	• Must be located on City Property	Two within the City Center Overlay Zone	• Only allowed in CCOZ.

		Highland Drive. • 30 feet for a sign located on 1300 East.			
Pole sign	48 square feet plus 1 square foot for each 4 feet of street frontage over 30 feet, not to exceed 150 square feet	15' in C-1 zone, 20' in C, M, MD, MD-3, and IF Zones	• 15' from any property line • At least 100' from any other pole or monument sign.	One per street frontage.	• Illumination may be built into or attached to signs. • No upward illumination is permitted. • If a pole sign is located within 100 feet of an existing legally-established dwelling or a residential zone boundary, the pole sign will be subject to a sign illumination curfew as set forth in MKZ 18.65.120. • Prohibited in CCOZ.

Monument sign	32 square feet plus 1 square foot for every 4’ of frontage over 30’, not to exceed 64 square feet	6’ in C, M, MD, MD-3, and IF Zones 4’ in C-1 Zone and CCOZ	• On private property • Minimum of 5' from any property line. • At least 50’ from any other pole or monument sign.	One per every 150’ of street frontage or part thereof.	If a monument sign is located within 100 feet of an existing legally-established dwelling or a residential zone boundary, the pole sign will be subject to a sign illumination curfew as set forth in MKZ 18.65.120.
Flat/Wall sign	20% of a wall area, up to a maximum of 300 square feet in the C-1 zone, or up to a maximum 600 square feet in the C, M, MD-3, and IF zones.		• Must be attached to a building.		• Only permitted if an awning sign is not used. • Illumination permitted if the downlit or built into the letters. • No upward illumination permitted.

Awning sign	• 25% coverage of a first story wall area • 50% of an awning may be covered with graphics	May not extend above the top of the wall it is attached to.	• Must be attached to a building. • 6' maximum projection from building. • 8' minimum clearance from the ground to the bottom of the awning.		• An awning sign may only be used if a flat or wall sign is not used. • Primary graphics must be on street side or primary face of structure. • No internal illumination permitted.
Projecting / Blade sign	• 12 sq. ft. • Maximum 42" width	May not extend above the top of the wall it is attached to.	• Must be attached to a building. • 6' maximum projection from building. • 8' minimum clearance from ground to bottom of sign	One per entrance along frontage	• Primary graphics must be on street side or primary face of structure. • No illumination permitted
District Blade Sign	120 square feet Maximum 60" width	May not extend above the top of the wall it is attached to.	• Must be attached to a building. • 6' maximum projection from building. • 12' minimum clearance	One within the City Center Overlay Zone	Only allowed in CCOZ.

			from ground to bottom of sign		
Window sign	12 sq. ft. per use			One per business per street frontage	

18.66.090 Fence Height Measurement

A. Fence height shall be measured from the ~~finished~~ existing grade to the highest point of the fence. Grade shall not be modified as part of a permit to increase fence height. The height of a berm, retaining wall, or other means to modify grade that existed prior to the construction of a fence is considered as contributing to the height of a fence.

~~B. Berms, retaining walls, or other means to raise the elevation of the ground upon, or within four feet of a fence, shall be included in the measurement of fence height.~~

~~C.~~ B. When a difference in grade exists on either side of a fence or wall, the height of the fence or wall shall be measured as follows:

1. Height is measured at the property line from the lower property grade.
2. The higher property grade may not exceed 12 feet of elevation gain at any point within four feet (4') of the property line.

18.66.100 Neighborhood Compatibility Modification (NCM) For Fence Height

The Neighborhood Compatibility Modification (NCM) allows for modified standards for the height of fences in A, R-1, R-2, R-4, RM, and FRE based upon the compatibility of the proposed residential development application with other lots and parcels in the proximate neighborhood. The Planning Director may approve an NCM request at time of site plan submittal provided the following conditions are met:

1. Evidence. Compliance with the corresponding neighborhood conditions must be established by a survey of the proximate neighborhood. The survey must be completed by a surveyor licensed to practice in the State of Utah.

2. Submittal. NCM requests shall be submitted on a separate land use application and shall include an additional review fee as set forth in the Millcreek Consolidated Fee Schedule.

3. Permissible Modifications. ~~NCM Standards.~~ The fence height shall be the average height of existing fences that are on all lots or parcels within the proximate neighborhood. Fence height modifications may be accommodated if the request does not exceed a fence height of twelve feet (12').

4. Like-for-Like Comparison Required. Fence height modifications approved through the NCM shall be based only on fences of the same type and location as the proposed fence. The average fence height used to establish an NCM shall be calculated using only fences within the proximate neighborhood that are located in the same yard as the proposed fence. Fences in different yards shall not be included in the analysis.

5. Non-Permissible Modifications. Modification of fence heights in clear vision areas as set forth in MKZ 18.67, Clear View Areas, do not qualify under the NCM.

18.67.030 General Requirements

A. A clear view area is a 10-foot triangular area formed by the edge of any driveway or automobile access and the street right-of-way line or within a 30-foot triangular area formed by intersecting street right-of-way lines. In instances where the right-of-way lines are not readily visible or established, the triangular area shall be formed by following the edge of pavement and a line connecting the lines at points 50 feet from the point of intersection. A lesser or greater clear view triangular area may be approved or required by the City Engineer based upon traffic speeds, flows, volumes, and other traffic related variables. Clear View Areas for Driveways and intersecting streets are depicted in Figure 18.67.1 and Figure 18.67.2. No view-obscuring object(s) shall be placed within the clear view area, including walls or opaque fencing that exceeds three feet (3') in height.

18.68.020 Applicability

All development in Millcreek shall comply with the standards in this chapter. All outdoor lighting installed after the effective date of this section shall comply with the requirements herein. This includes but is not limited to new lighting in parking areas, new residential, commercial, and manufacturing developments, including any site plan approval or change of use permit, and any new lighting installed as part of a ~~minor~~ site plan amendment.

Lighting upgrades to existing single-household or two-household dwellings are not required to follow the requirements of this chapter, unless as part of a site plan approval or site plan amendment.

18.68.050 Prohibited Lighting

The following are prohibited:

1. Uplighting of any type including but not limited to lighting used to illuminate buildings and other structures, except as otherwise stated in this Chapter,
2. Laser source lights, searchlights, or similar high-intensity lights,
3. ~~Strip LED lights~~ Any lighting that ~~do~~ does not meet the provisions of this Chapter.

18.71.010 Purpose

Accessory Dwelling Units (ADUs) ~~in single-household residential zones~~ are an important tool in the overall housing goals and needs of the City and allow for alternative and flexible housing options in owner-occupied single-household dwellings, in zones where single household dwellings are permitted uses. The purposes of the ADU standards of this code are to:

A. Create new housing units while respecting the appearance, neighborhood character, and scale of single-household residential development.

B. Provide more housing choices in residential zones.

C. Allow more efficient use of existing housing and large yards.

D. Provide housing options for family caregivers, adult children, aging parents, and families seeking smaller households.

E. Offer a means for residents, particularly seniors, single parents, and families with grown children, to remain in their homes and neighborhoods, and obtain extra income, security, companionship, and services.

F. Broaden the range of affordable housing options throughout the City.

18.71.030 Applicability

Properties are eligible for an accessory dwelling unit if:

A. The property is owner occupied,

B. The use of the property at the time of application and at any time thereafter is single-household residential, and

C. The property is located in a zone where single-household dwellings are permitted uses.~~in an R-1 or A zone.~~

18.71.050 Request For Compliance Determination

A property owner may request a review to determine the compliance of an existing accessory dwelling unit. This request shall be conducted following the procedure as set forth in MKZ 18.15.030 (E). The Planning Director shall issue a Compliance Determination in writing. If the Planning Director determines that an Accessory Dwelling Unit complies with the standards of this chapter, then a notice of compliance shall be recorded on the property at the Salt Lake County Recorder's Office. Notices that demonstrate compliance with the City's land use regulations and state statute shall include, at a minimum, the following:

1. A description of the primary dwelling;
2. A statement that the primary dwelling or property contains an ADU;
3. A statement that the primary dwelling or property is owner-occupied; and
4. A statement that the ADU may only be used in accordance with the City's land use regulations.

18.72.040 Height Projection Allowances

A. For multiple-household dwellings, mixed use buildings, and any building housing a non-residential use located in an RM, MD, MD-3, C-1, C, M, CCOZ, or VCSD Zone, the following height projections are allowed:

    1. Roof structures for the housing of elevators, stairways, tanks, ventilating fans or similar equipment required to operate and maintain the building, ~~and fire or parapet walls,~~ skylights, towers, steeples, flagpoles, chimneys, smokestacks, water tanks, wireless or television masts, theater lofts, silos, or similar structures, may be erected above the height limits prescribed in this title, but no space above the height limit shall be allowed for the purpose of providing additional floor space. Maximum additional height for projections is as follows:

1. RM, MD, MD-3, C, M, CCOZ, VCSD Zones: 14 feet
2. C-1 Zone: 10 feet
3. IF Zone: Maximum height is as set forth in MKZ 18.45.070 (C).

2. Fire or parapet walls may be erected above the height limits prescribed in this title. Maximum additional height for fire or parapet walls is as follows:
    1. RM, MD, MD-3, C, C-1, M, CCOZ and VCSD Zones: 5 feet
    2. IF Zone: Maximum height is as set forth in MKZ 18.45.070 (C).
3. No structures identified above except towers, stairways and elevators, fire or parapet walls, and solar panels, may be located nearer than 10 feet to the edge of the building.

C. Height projection allowances for single-household dwellings, two-household dwellings, three-household dwellings, and four-household dwellings located in the RM, MD, MD-3, C, C-1, M, CCOZ, and VCSD Zone are as follows:

1. Parapets and railings shall not exceed 30 inches in height above the intersection of the roof surface and the wall.
2. Chimneys and vents may project beyond the maximum height of the building by 30 inches, if required by the building code.
3. Towers, spires, cupolas, elevator penthouses, mechanical appurtenances, or similar non-habitable architectural elements may not project beyond the maximum building height in the zone.

18.76.040 Home Business

B. Home businesses shall include the following business activities, and those substantially similar. If a use is not explicitly designated below, then the use is prohibited. An applicant seeking a Millcreek Business License may submit a Classification Request by following the procedure as set forth in MKZ 18.15.030 (J), to determine whether a proposed land use aligns with an existing business activity listed below.

3. Dance studio, aerobic exercise, music lessons, tutoring and general educational instruction, provided the number of students is limited to ~~two (2)~~ six (6) at a time;

18.97.030 Alphabetized Definitions

Boundary Adjustment, Full means a boundary adjustment, including a consolidation of lots or parcels, that is not a simple boundary adjustment and that does not result in a lot or parcel that crosses a zone district boundary.

Boundary Adjustment, Simple means a boundary adjustment, including a consolidation of lots or parcels, that does not affect a public right-of-way, municipal utility easement, or other public property; an existing easement, onsite wastewater system, or an internal lot restriction; or result in a lot or parcel out of conformity with land use regulations, including a lot or parcel that crosses a zone district boundary.

Chimney means a primary vertical structure containing one or more flues, for the purpose of carrying gaseous products of combustion and air from a fuel-burning appliance to the outside atmosphere.

Commercial Vehicle means any motorized vehicle or trailer used for or intended for business use - including but not limited to the transportation of commercial equipment, merchandise, produce, freight, commodities, passengers, or animals - and which is characterized by any of the following:

1. Heavy equipment, such as earth movers, backhoes, cranes, forklifts, bulldozers, and the like, which are commonly used for construction, excavation, demolition, or lifting; vehicles used to haul equipment or materials, such as dump trucks, tanker trucks, semi-tractors, semi-trailers, cement trucks, or other similar vehicle.
2. Pickup trucks over one ton with a commercial modification, such as a flat bed, a dumping mechanism, mechanical lifts or arms for loading and unloading materials/equipment, aerial buckets or platforms, or other similar feature.
3. Vehicles with more than two axles.
4. Vehicles that exceed eight feet in height.

DBH means diameter at breast height, which is 4.5 feet from the ground surface.

Owner-occupied means a dwelling in which the individual who owns the dwelling, solely or jointly, lives as the individual's primary residence ~~for no less than five years~~.

Parapet means an exterior wall or molding that continuously extends above a roofline.

Personal Transportation Services means a transportation facility in which general transportation by car, van, bus, or limousine for a fee is provided. Such uses generally include dispatching offices and facilities for vehicle storage and maintenance.

Planned Unit Development means a subdivision plat that was approved by Salt Lake County or Millcreek pursuant to the standards for planned unit developments in effect at the time of approval.

Primary Residence means the single property where the owner of record's habitation is fixed, and for which the owner of record resides at the property for a minimum of one hundred eighty-three (183) consecutive calendar days during the calendar year.

Setback means an area where the construction of structures or critical facilities is not permitted~~.~~, except as otherwise provided in this title.

Sign, District Blade means a projecting/blade sign located in the City Center that is intended to serve primarily as a placemaking element.

Structural Alteration means any change to either the supporting members of a building, such as bearing walls, foundations, footings, columns, beams, and girders, or configurations of the roof or exterior walls.

This Ordinance, assigned Ordinance No. ___-__, shall take effect as soon as it shall be published or posted as required by law, deposited, and recorded in the office of the City Recorder, and accepted as required herein.

PASSED AND APPROVED this _____ day of_____, 202__.

MILLCREEK

By: _____
Cheri Jackson, Mayor

ATTEST:

_____
Elyse Sullivan, City Recorder

Roll Call Vote:

Jackson	Yes	No
Catten	Yes	No
DeSirant	Yes	No
Handy	Yes	No
Uipi	Yes	No

CERTIFICATE OF POSTING

I, the duly appointed recorder for Millcreek, hereby certify that:
ORDINANCE 26-52: AN ORDINANCE OF MILLCREEK AMENDING TITLE 18 OF THE MILLCREEK MUNICIPAL CODE FOR THE PURPOSE OF MAKING TECHNICAL CORRECTIONS was adopted the 27th day of July, 2026 and that a copy of the foregoing Ordinance 26-52 was posted in accordance with Utah Code 10-3-711 this ____ day of July, 2026.

_____
Elyse Sullivan, City Recorder

MILLCREEK, UTAH
ORDINANCE NO. 26-55

AN ORDINANCE OF MILLCREEK AMENDING SECTIONS 14.12.110 AND 14.20.020 OF THE MILLCREEK CODE OF ORDINANCES REGARDING VEHICULAR ACCESS REQUIREMENTS AND STREET DEVELOPMENT

WHEREAS, the Millcreek Council ("*Council*") met in a regular session on July 27, 2026, to consider, among other things, amending Section 14.12.110 and 14.20.020 of the Millcreek Code of Ordinances regarding vehicle access requirements for four-household dwellings and multiple-household dwellings; and

WHEREAS, City staff recommended amendments to Sections 14.12.110 and 14.20.020 of the Millcreek Code of Ordinances regarding vehicle access requirements and street development; and

WHEREAS, after careful consideration, the Council has determined that it is in the best interest of the health, safety, and welfare of the residents of the city to Sections 14.12.110 and 14.20.020 of the Millcreek Code of Ordinances regarding vehicle access requirements and street development.

NOW, THEREFORE, BE IT ORDAINED by the Council that Title 14 of the Millcreek Municipal Code be amended as written (designated by interlineating the words to be deleted and underlining the words to be added):

14.20.110 Driveway Development

A. The city regulates all driveways and similar automobile access to properties from street rights-of-way. ~~Density,~~Number of driveways, separation distances, angle of approach, grades, and other design elements shall conform to Millcreek standards. Driveway and access restrictions are listed in Tables 14.20-5 Single-Household Dwelling Driveway Standards, 14.20-6, Two-Household Dwelling Driveway Standards, 14.20-7 Three-Household Dwelling Driveway Standards, and 14.20-8 Mixed Use/Commercial and Manufacturing Driveway Standards, below:

    1. Measuring Driveway Restrictions. All measurements are taken where the driveway intercepts the property line and do not include radius or flares for the approach.

    2. Shared Driveways. Except for single-family residential, all abutting sites should share driveway approaches with cross easements whenever possible.

    3. Adjoining Driveways. For single-household and two- household properties, two driveways are not required to have a setback when they abut each other along the right-of-way and adjoined by a single driveway approach. When adjoined, no

fencing, curbing, landscaping, or other obstruction is allowed that separates the drives within 15 feet of the fence line.

Table 14.20-5 Single-Household Dwelling Driveway Standards			
Allowed Driveway Type	Separate	Adjoining	Shared
Maximum Number of Dwelling Units or Accessory Buildings Served by one Driveway	One dwelling unit or accessory building located on a lot or parcel	Two dwelling units or accessory buildings on two separate parcels. Lots or parcels must be connected by side yards.	Two dwelling units or accessory buildings on two separate parcels. Lots or parcels must be connected by side yards
Maximum Number of Driveways	One driveway along each property frontage if lot or parcel is less than 60 feet in width measured at the right-of-way line. Two driveways allowed If lot or parcel is at least 60 feet in width measured at the right-of-way line.	One driveway along each property frontage.	One driveway along each property frontage. Cross access easement is required.
Minimum Driveway Width	10 feet	20 feet	20 feet
Maximum Driveway Width	35 feet	40 feet	40 feet
Minimum setback from side property line	5 feet	No minimum setback for adjoining driveways. 5 feet for other driveways.	No minimum setback for shared driveways. 5 feet for other driveways.

Minimum separation between driveways	10 feet 35 feet for circular driveways	10 feet 35 feet for circular driveways	10 feet 35 feet for circular driveways
Maximum lot or parcel coverage for driveways	No more than 50 percent of the area of a front yard for each lot or parcel can be used as driveways.		
Maximum lot or parcel frontage used for driveways	No more than 50 percent of the lot or parcel frontage measured at the right-of-way line, may be used for driveways.		

Table 14.20-6 Two-Household Dwelling Driveway Standards			
Allowed Driveway Type	Separate	Adjoining	Shared
Maximum Number of Dwelling Units or Accessory Buildings Served by One Driveway	Two dwelling units or one accessory building located on a lot or parcel	Two dwelling units or two accessory buildings on separate lots or parcels. Lots or parcels must be connected by side yards.	Two dwelling units or two accessory buildings on two separate lots or parcels. Lots or parcels must be connected by side yards.
Maximum Number of Driveways	One driveway along each property frontage if lot or parcel is less than 60 feet in width measured at the right-of-way line. Two driveways allowed If lot or parcel is at least 60 feet in width measured at the right-of-way line.	One driveway along each property frontage.	One driveway along each property frontage. Cross access easement is required.

Minimum Driveway Width	One driveway at 20 feet. Two driveways at 10 feet each.	20 feet	20 feet
Maximum Driveway Width	One driveway at 40 feet. Two driveways at 20 feet each.	50 feet	50 feet
Minimum setback from side property line	No minimum setback for adjoining driveways. 5 feet for other driveways.	No minimum setback for adjoining driveways. 5 feet for other driveways.	No minimum setback for shared driveways. 5 feet for other driveways.
Minimum separation between driveways	10 feet 34 feet for circular driveways	10 feet 34 feet for circular driveways	10 feet 34 feet for circular driveways
Maximum lot or parcel coverage for driveways	No more than 50 percent of the area of a front yard for each lot or parcel can be used as driveways.		
Maximum lot or parcel frontage used for driveways	No more than 50 percent of the lot or parcel frontage measured at the right-of-way line, may be used for driveways.		

Table 14.20-7 Three-Household Dwelling Driveway Standards	
Allowed Driveway Type	Separate
Maximum Number of Dwellings or Accessory Buildings Served by One Driveway	Three dwelling units or one accessory building located on a lot or parcel.

Maximum Number of Driveways	One driveway along each property frontage if lot or parcel is less than 60 feet in width measured at the right-of-way line. Two driveways allowed If lot or parcel is at least 60 feet in width measured at the right-of-way line.
Minimum Driveway Width	20 feet
Maximum Driveway Width	35 feet
Minimum setback from side property line	5 feet
Minimum separation between driveways	10 feet 35 feet for circular driveways
Maximum lot or parcel coverage for driveways	No more than 50 percent of the area of a front yard for each lot or parcel can be used as driveways.
Maximum lot or parcel frontage used for driveways	No more than 50 percent of the lot or parcel frontage, measured at the right-of-way line, may be used for driveways.

Table 14.20-8 Mixed-Use/Commercial and Manufacturing Driveway Standards	
Restriction	Mixed-Use/Commercial and Manufacturing
Maximum Number of Driveways	Two driveways allowed for the first 200 of lot or parcel frontage measured at the right-of-way line. One additional driveway allowed for each additional 150 feet of lot or parcel frontage measured at the right-of-way line.
Minimum Width	24 feet
Maximum Width	50 feet
Setback from side property	5 feet

Driveway Separation	50 feet
Maximum lot or parcel coverage for driveways	No more than 50 percent of the area of a front yard for each lot or parcel can be used as driveways.
Maximum lot or parcel frontage used for driveways	No more than 50 percent of the lot or parcel frontage, measured at the right-of-way line, may be used for driveways.

B. The city regulates all Aisleways and similar automobile access to properties from street rights-of-way. Four-Household Dwellings and Multiple-Household Dwellings must use the aisleway standard as described in this section, or shall access a public right-of-way by a private street, following the standards set forth in MKZ 18.25.

1. Vehicular access to private garages serving four-household dwellings or multiple-household dwellings are subject to the following standards:

   a. Vehicle access serving a private garage shall be at least 26 feet in width.

   b. ~~Where such drives serve~~ For vehicular accesses that are longer than 20 feet, serving units with opposing garages~~, where garages face each other,~~ a minimum of 25 square feet of landscaping shall be required at the edges of each driveway, between each dwelling unit.

   c. Developments with 25 feet or more units and lot or parcel widths of 150 feet shall provide a driveway for each garage with a minimum width of 12 feet and minimum unobstructed depth of 20 feet.

   d. The City shall be granted a utility easement for the entire interior street system in a development project.

2. Density, angle of approach, grades, and other design elements shall conform to Millcreek standards. Aisleways and access restrictions are listed in Table 14.20-9 Aisleway Standards for Four- Household Dwellings, Multiple Household Dwellings, and Parking Lots and Parking Structures below:

Table 14.20-9 Aisleway Standards for Four- Household Dwellings, Multiple Household Dwellings, and Parking Lots and Parking Structures

Restriction	Four-Household Dwellings	Multiple Household Dwellings	Parking Lots or Parking Structures
Maximum Number of Dwellings or Accessory Buildings Served by One Aisleway	Four dwelling units or two accessory buildings located on a lot or parcel (1)	Five or more dwelling units and any number of accessory buildings located on same Lot or parcel (1)	
Maximum Number of Accesses from a Public Right-of-Way	One along each frontage Two driveways allowed If lot or parcel is at least 95 feet in width measured at the right-of-way line.	One along each frontage Two driveways allowed If lot or parcel is at least 95 feet in width measured at the right-of-way line.	One along each frontage Two driveways allowed If lot or parcel is at least 95 feet in width measured at the right-of-way line.
Minimum Separation between Accesses	35 feet	35 feet	35 feet
Setback from Side Property Line	5 feet	5 feet	5 feet
Minimum Access Width	2 travel lanes; 25 feet pavement. Parking is not allowed within the minimum access width (2)(3)	2 travel lanes; 25 feet pavement. Parking is not allowed within the minimum access width (2)(3)	2 travel lanes; 25 feet pavement. Parking is not allowed within the minimum access width (2)(3)
Curb and Gutter	Required for each side of the aisleway; center waterway upon city approval (4)	Required for each side of the aisleway; center waterway upon city approval (4)	
Sidewalk	Required on one-side connecting	Required on one-side connecting	

	pedestrians to public right of way (4)(5)	pedestrians to public right of way (4)(5)	
Building Setback	5 feet from edge of aisleway	5 feet from edge of aisleway	

C. Table 14.20-9 Notes:

1. Includes Subdivisions for Single-Household Attached Dwellings, Two-Household Dwellings, Three-Household Dwellings, Multiple Household Dwellings, and Condominiums.
2. Minimum requirements may be increased, pursuant to the standards of the Unified Fire Authority.
3. Aisleway widths may be reduced for multiple-household developments that are served by parking lots or parking structures that comply with the standards set forth in MKZ 18.63.020.
4. Curb, Gutter, and Sidewalk must be constructed to meet current Millcreek Standards.
5. As required elements of a development, interior sidewalks shall be at least five (5) feet wide installed to serve the development, including connecting ground story pedestrian entrances to internal aisleways and streets, connecting parking to buildings on the site, and connecting the development to the public street.

14.20.020 Street Development

All public and private street development shall comply with AASHTO requirements. Streets shall be designed to match the approved typical section for the corresponding street classification established by the city.

A. Placement. The middle of the pavement shall be set at the established street centerline or centered within the right-of-way. The Public Works Director or Designee may allow adjustments to the street section based on safety or existing conditions. Adjustments are requested and subject to approval through a Planning application, Building permit, or Public Works permit.

B. Request for Deviations. Requests for deviations from Millcreek standards are submitted and subject to approval through the applicable Planning application, Building permit, or Public Works permit.

C. Master Plans and Studies. Local and regional studies have addressed and will continue to address transportation issues such as walkability, bicycles, transit, etc. Once approved by the city, these studies become amendments to the Millcreek General Plan and Millcreek Transportation Master Plan and should be reflected in all applicable street designs.

D. Private Streets and Lanes. Private streets and lanes shall be designed and developed to Millcreek standards. The typical section must comply with the minimum dimensions as set forth in Table 14.20-1, Private Street or Lane Standards. Approvals of lots, parcels, or buildings on a private street shall follow the standards as set forth in MKZ 18.25.

Table 14.20-1 Private Street and Lane Standards		
Restriction	Existing	New
Minimum Lane or Street Pavement Width	2 Lanes / 20 feet.	2 Lanes / 25 feet.
Maximum Length	Unless a new private street connects at both ends to a public street, a new private street may not extend more than 400 feet in length.	An existing private street may be extended up to a total length of 400 feet.
Minimum Lot or Parcel Size	Minimum lot or parcel area and width in the underlying zone	Minimum lot or parcel area and width in the underlying zone
Building Setback Required for buildings located in an R-1, R-2, or A Zone	Minimum setback required in the underlying zone measured from edge of street or lane	Minimum setback required in the underlying zone measured from edge of street or lane
Improvements	Varies upon approval / curb and gutter/ sidewalk	Varies upon approval / curb and gutter/ sidewalk
Exception	Pavement width may ~~May~~ be reduced by permit from the Land Use Hearing Officer	New private streets and lanes are not eligible for any exceptions.

This Ordinance, assigned Ordinance No. 26-55, shall take effect as soon as it shall be published or posted as required by law, deposited, and recorded in the office of the City Recorder, and accepted as required herein.

PASSED AND APPROVED this 27th day of July, 2026.

MILLCREEK

By: _____
Cheri Jackson, Mayor

ATTEST:

_____
Elyse Sullivan, City Recorder

Roll Call Vote:		
Jackson	Yes	No
Catten	Yes	No
DeSirant	Yes	No
Handy	Yes	No
Uipi	Yes	No

CERTIFICATE OF POSTING

I, the duly appointed recorder for Millcreek, hereby certify that:
ORDINANCE 26-55: AMENDING SECTIONS 14.12.110 AND 14.20.020 OF THE MILLCREEK CODE OF ORDINANCES REGARDING VEHICULAR ACCESS REQUIREMENTS AND STREET DEVELOPMENT was adopted the 27th day of July, 2026 and that a copy of the foregoing Ordinance 26-55 was posted in accordance with Utah Code 10-3-711 this ____ day of July 2026.

_____
Elyse Sullivan, City Recorder

MILLCREEK, UTAH
RESOLUTION NO. 26-21

A RESOLUTION OF THE MILLCREEK COUNCIL APPROVING AMENDMENT NUMBER 7 TO THE INTERLOCAL COOPERATION AGREEMENT WITH SALT LAKE COUNTY FOR ADDRESSING SERVICES

WHEREAS, the Millcreek Council ("*Council*") met in regular meeting on July 27, 2026, to consider, among other things, approving Amendment No. 7 to the Interlocal Cooperation Agreement with Salt Lake County for addressing services; and

WHEREAS, the Utah Local Cooperative Act (Utah Code Ann. § 11-13-101, et seq.) (the "Act") provides that two or more entities are authorized to enter into agreements with each other for joint or cooperative action; and

WHEREAS, Salt Lake County ("County") and Millcreek are public agencies, as contemplated in the Act, and the services contemplated are joint and cooperative actions, as contemplated in the Act; and

WHEREAS, the County and Millcreek entered into an Agreement for Addressing, First Amended Agreement, Second Amended, Third Amended, Amendment No. Four, Amendment No. Five, and Amendment No. Six wherein County provides certain addressing services for Millcreek in exchange for certain consideration; and

WHEREAS, the Sixth Amended Agreement expired on June 30, 2026; and

WHEREAS, the Council has determined that it is in the best interest of the inhabitants of Millcreek to renew the Addressing Agreement for an additional one year term; and

WHEREAS, a Seventh Amended Agreement has been presented to the Council for review and approval, a copy of which is attached hereto ("Agreement"); and

WHEREAS, the Agreement sets forth the purpose thereof, the extent of participation of the parties, and the rights, duties, and responsibilities of the parties.

NOW, THEREFORE, BE IT RESOLVED by the Council that this Agreement is approved, and that the Mayor and Recorder are hereby authorized and directed to execute and deliver the same.

This Resolution, assigned No. 26-21, shall take effect immediately upon passage.

PASSED AND APPROVED by the Council this 27th day of July, 2026.

MILLCREEK

_____

Cheri Jackson, Mayor

ATTEST:

_____

Elyse Sullivan, City Recorder

Roll Call Vote:		
Jackson	Yes	No
Catten	Yes	No
DeSirant	Yes	No
Handy	Yes	No
Uipi	Yes	No

County Contract No: CA0000000000390
DA File Number: 26CIV000564

AMENDMENT NO. 7

to the

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY

for its Addressing Division

and

MILLCREEK CITY

THIS SEVENTH AMENDMENT ("Amendment") is entered into this _____ day of May, 2026, by and between SALT LAKE COUNTY, on behalf of its Addressing Division, a body corporate and politic of the State of Utah ("County"), and MILLCREEK CITY, a municipal corporation of the State of Utah ("City"). County and City may be collectively referred to herein as the "Parties."

WITNESSETH

WHEREAS, the Parties are local governmental units and are therefore authorized under the Utah Interlocal Cooperation Act, Section 11-13-101, et seq., U.C.A. 1953, as amended, to enter into agreements with each other which enable them to make the most efficient use of their powers; and

WHEREAS, the Parties entered into an Interlocal Agreement for Addressing on or about July 19, 2017 ("Agreement"), wherein County was to provide certain addressing services for Millcreek in exchange for certain consideration, with the original Agreement having a term ending on June 30, 2018; and

WHEREAS, in 2018, 2019, 2020, 2021, 2022, and 2023 the Parties, pursuant to the Agreement, renewed the Agreement for additional terms; and

WHEREAS, the Parties are desirous to renew the Agreement for an additional one-year term; and

WHEREAS, Parties have determined that it is mutually advantageous to enter into this Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, mutual covenants and undertakings of the parties hereto, and in compliance with and pursuant to the provisions of the Interlocal Cooperation Act, the Parties hereby agree as follows:

1. Pursuant to paragraph 13 of the Agreement, the Agreement shall be renewed for a one-year period, effective on July 1, 2026, and continue through June 30, 2027.

2. All other terms and conditions of the underlying Agreement, First, Second, Third, Fourth, Fifth, and Sixth Amendments not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have subscribed their names hereon and caused this agreement to be duly executed on the date and year specified above.

[*Signature Pages to Follow***]**

INTERLOCAL AGREEMENT – SIGNATURE PAGE FOR THE COUNTY

SALT LAKE COUNTY

By: _____
Mayor or Designee

Date: _____

Approved by:
DEPARTMENT OF ADMINISTRATIVE SERVICES

By: _____
Megan Hillyard
Department Director

Date: _____

Reviewed as to Form and Legality
Salt Lake County
District Attorney's Office

INTERLOCAL AGREEMENT – SIGNATURE PAGE FOR THE CITY

MILLCREEK CITY

By _____
Cheri Jackson, Mayor

Date _____

ATTEST:

By _____
City Recorder

Date_____

Approved as to Form and Legality:

By _____
John Brems
City Attorney

Date_____

MILLCREEK, UTAH
RESOLUTION NO. 26-22

A RESOLUTION OF THE MILLCREEK COUNCIL APPROVING AN INTERLOCAL COOPERATIVE AGREEMENT WITH SALT LAKE COUNTY FOR PARK SERVICES

WHEREAS, the Millcreek Council ("*Council*") met in regular session on July 27, 2026, to consider, among other things, approving an Interlocal Cooperative Agreement with Salt Lake County for park services; and

WHEREAS, the Utah Local Cooperative Act (Utah Code Ann. § 11-13-101, *et seq.*) (the "*Act*") provides that two or more entities are authorized to enter into agreements with each other for joint or cooperative action; and

WHEREAS, Salt Lake County ("*County*") and Millcreek are public agencies, as contemplated in the Act, and the services contemplated are joint and cooperative actions, as contemplated in the Act; and

WHEREAS, the County and Millcreek desire to enter into an agreement for park services; and

WHEREAS, the Council has determined that it is in the best interest of the inhabitants of Millcreek to enter into an agreement with the County for park services; and

WHEREAS, an agreement has been presented to the Council for review and approval, a copy of which is attached hereto ("*Agreement*"); and

WHEREAS, the Agreement sets forth the purpose thereof, the extent of the parties' participation, and the parties' rights, duties, and responsibilities.

NOW, THEREFORE, BE IT RESOLVED that the Agreement is approved and that the Mayor and Recorder are hereby authorized and directed to execute and deliver the same.

This Resolution, assigned No. 26-22, shall take effect immediately on passage.

PASSED AND APPROVED by the Council this 27th day of July 2026.

MILLCREEK COUNCIL

By: _____
Cheri Jackson, Mayor

ATTEST:

_____
Elyse Sullivan, City Recorder

Roll Call Vote:

Jackson	Yes	No
Catten	Yes	No
DeSirant	Yes	No
Handy	Yes	No
Uipi	Yes	No

EXHIBIT B

COST PRO POSAL

Park	Acreage	Direct		Indirect		Total
		Work Orders & Projects	Park Operations	P&R Admin	County Overhead	
Canyon Run	15.70	T20,377	95,289	20,798	15,209	264,257
Fortuna	2.04	25,139	8,800	2,70?	1,976	40,549
Sunnyvale	4.10	25,235	35,071	5,C31	3,972	72,296
Ben Franklin	6.21	24,912	36,758	8,226	6,0	79,708
Total City Gross Cost		195,663	175,9J8	37,158	27,174	456,810

2026 Estimated City Gross Cust	456,810
Pavilion Revenue - Canyon Rim	(24,800)
2025 Estimated City Net Cost	432,010

MILLCREEK, UTAH
RESOLUTION NO. 26-23

A RESOLUTION APPROVING THE AMENDED CIVIL LEGAL SERVICES CONTRACT BETWEEN MILLCREEK AND JOHN N. BREMS

WHEREAS, the Millcreek Council ("Council") met in a regular meeting on July 27, 2026, to consider, among other things, approving the amended civil legal services contract between Millcreek and John N. Brems; and

WHEREAS, the Council has determined that it is in the best interest of the City to amend the legal services contract between Millcreek and John N. Brems; and

WHEREAS, a copy of the renewal contract/agreement ("Agreement") is attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the Council that the Agreement is approved and the Mayor and Recorder are hereby authorized to execute and deliver the Agreement.

PASSED AND APPROVED by the Council this 27th day of July 2026.

MILLCREEK COUNCIL

_____
Cheri Jackson, Mayor

ATTEST:

_____
Elyse Sullivan, City Recorder

Roll Call Vote:		
Jackson	Yes	No
Catten	Yes	No
DeSirant	Yes	No
Handy	Yes	No
Uipi	Yes	No

AMENDED CIVIL LEGAL SERVICES AGREEMENT

THIS AMENDED AGREEMENT (this "Agreement") is entered into effective July 1, 2026, by and between **MILLCREEK** a Utah municipality ("Millcreek"), and **JOHN N. BREMS**, an attorney licensed to practice law in the state of Utah (the "Attorney").

RECITALS:

A. In or about July 2022 Millcreek and Attorney entered into an agreement ("Original Agreement") for civil legal services; and

B. The parties' desire to amend the Original Agreement as set forth herein: and.

C. The parties have determined that it is mutually advantageous to consent to this amendment.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises, mutual covenants, and undertakings, the parties agree that the Original Agreement be amended as follows:

1. ***Fees for Legal Services***. Millcreek shall pay Attorney $ 15,898.97 per month for Legal Services. Each month Attorney shall provide Millcreek with an invoice. Provided the Legal Services have been performed to the satisfaction of Millcreek then Millcreek shall pay such amount with in ten days of receipt of the invoice.

2. All other provisions of the Original Agreement remain unchanged.

IN WITNESS WHEREOF, Millcreek caused this Agreement to be signed by its mayor elect and attested by its acting recorder and delivered, and the Attorney has caused the same to be signed and delivered.

MILLCREEK

By: _____
Cheri Jackson, Mayor

ATTEST:

_____
Elyse Sullivan, City Recorder

ATTORNEY:

_____
John N. Brems

7/22/2026 City Treasurer's Report

given by: Silvia Catten, Millcreek Treasurer

Date	Shared or Pooled Cash Accounts	Amount
7/22/2026	Operating Account	$ 1,507,895
7/22/2026	PTIF	37,569,299
	Total of Shared Cash	**$ 39,077,194**

Tax revenues have different lag times from collection of the tax to distribution to the City.
With that understanding, my report on the major tax revenues are as follows:

General Revenue Sources Status / any concerns	Received as of 7/22/26	% of Estimated Revenues
Current Property Taxes Received	$ -	0.00%
General Sales Taxes (0 months rev)	-	0.00%
Building Permits	112,896	11.29%
Total Gen Fund Revenue	500,444	1.13%
Report Any Revenue Anomalies		

Disbursements for the month of June 2026

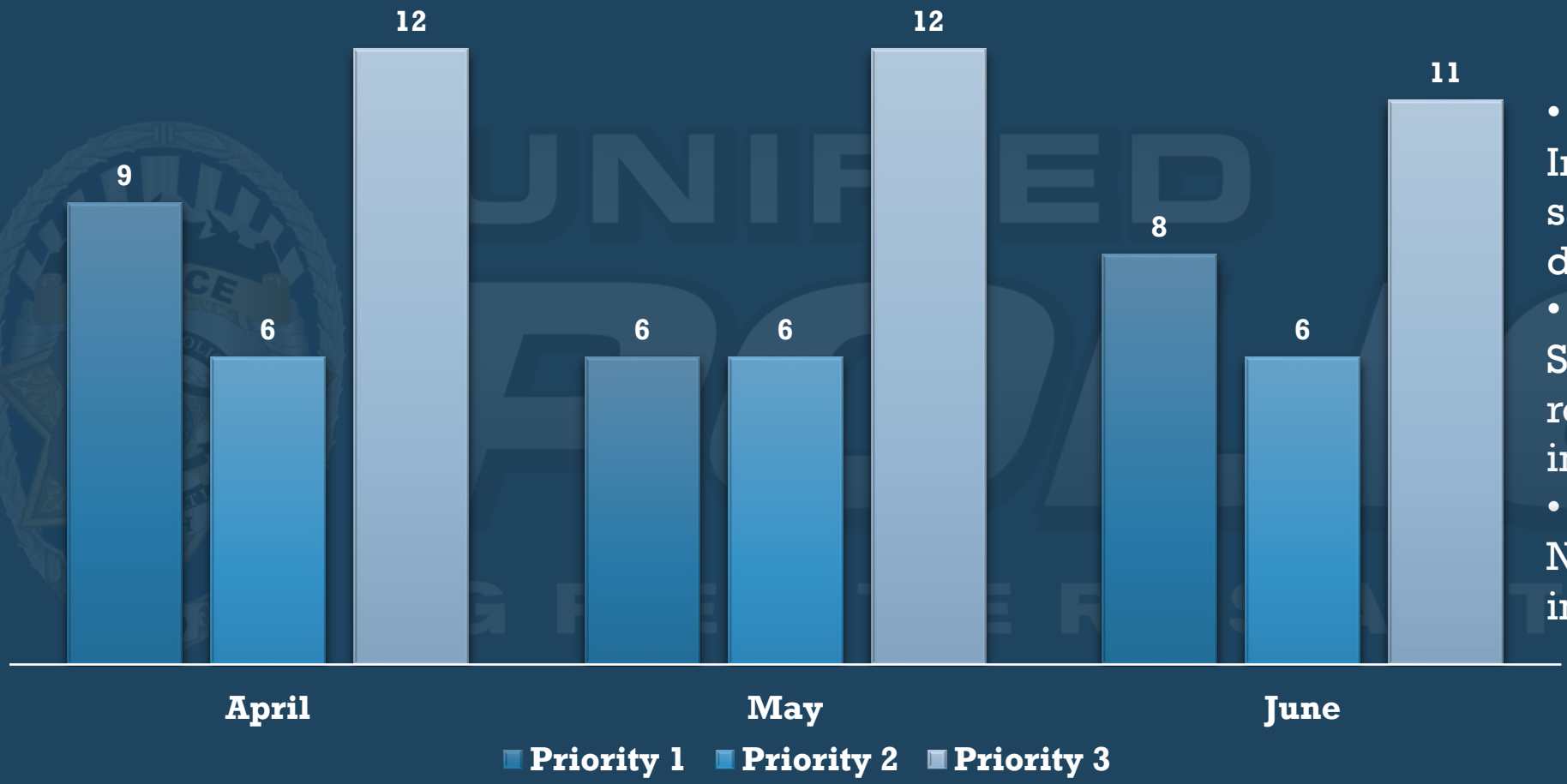
General Fund Disbursements Status / any concerns	Quantity	Amount
Checks	162	$ 3,427,941
EFT / Bank Drafts	24	790,464
Direct Deposit	2 Payroll Periods	384,266
Report Any Expenditure Anomalies		
Total Disbursements - June 2026		**$ 4,602,671**

MILLCREEK

UNIFIED POLICE
GREATER SALT LAKE

MILLCREEK CITY - JUNE 2026

POLICE RESPONSE TIMES
MILLCREEK-UPD

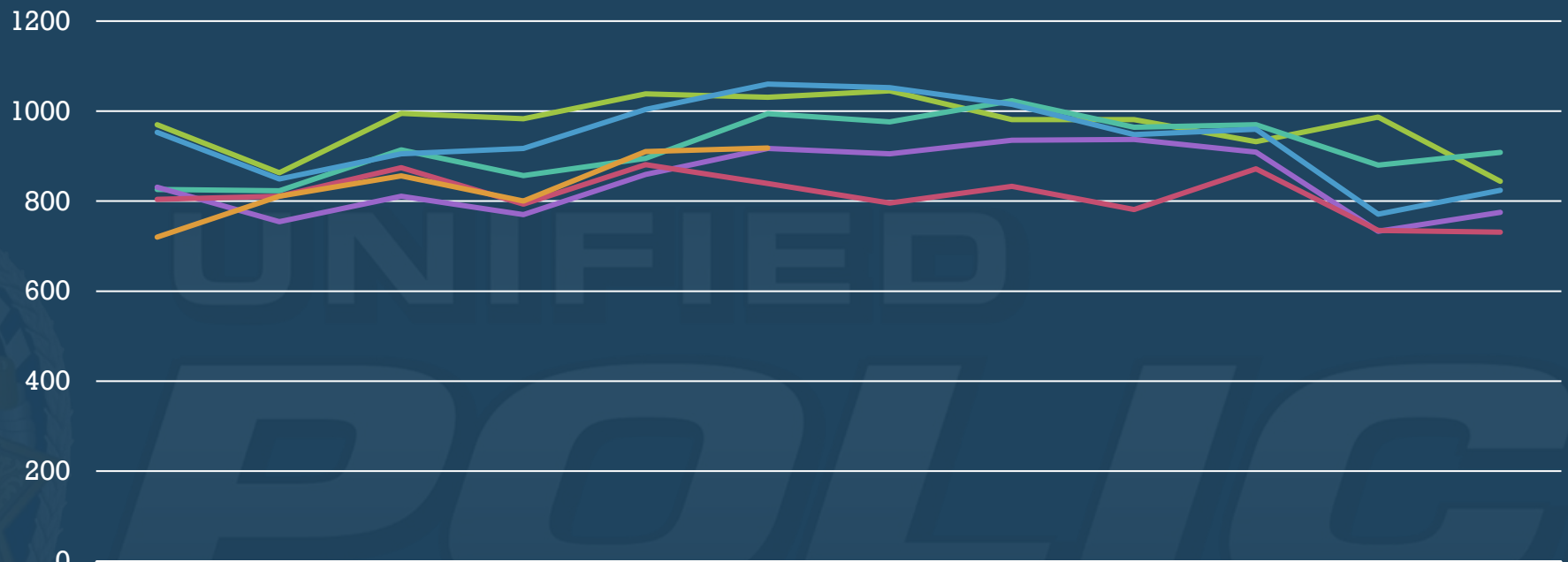


Time in minutes

- **Priority 1: (Emergency)** Immediate threats to life, safety, or serious property damage.
- **Priority 2: (Urgent)** Situations requiring a quick response but not posing an immediate danger to life.
- **Priority 3: (Routine)** Non-urgent calls that do not involve immediate risks.

MILLCREEK CITY

Millcreek Precinct Case Trend

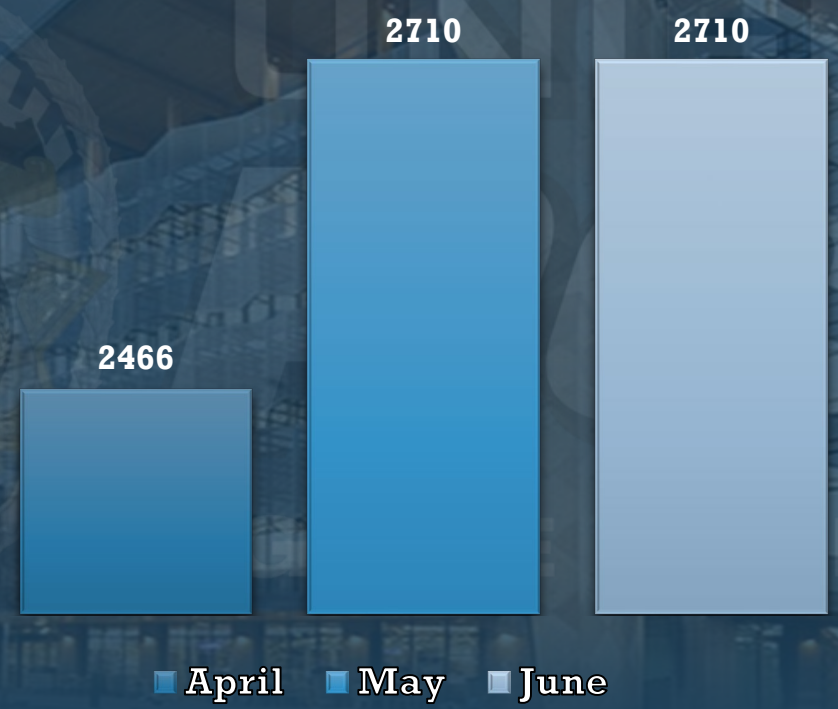


	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC
2021	970	863	995	983	1038	1031	1045	981	981	932	987	844
2022	826	823	914	857	895	994	976	1023	964	970	880	908
2023	953	849	905	917	1004	1060	1052	1015	948	960	771	824
2024	831	754	811	770	859	917	905	935	937	909	733	775
2025	804	811	874	793	881	839	796	833	781	872	735	731
2026	720	811	856	800	910	918						

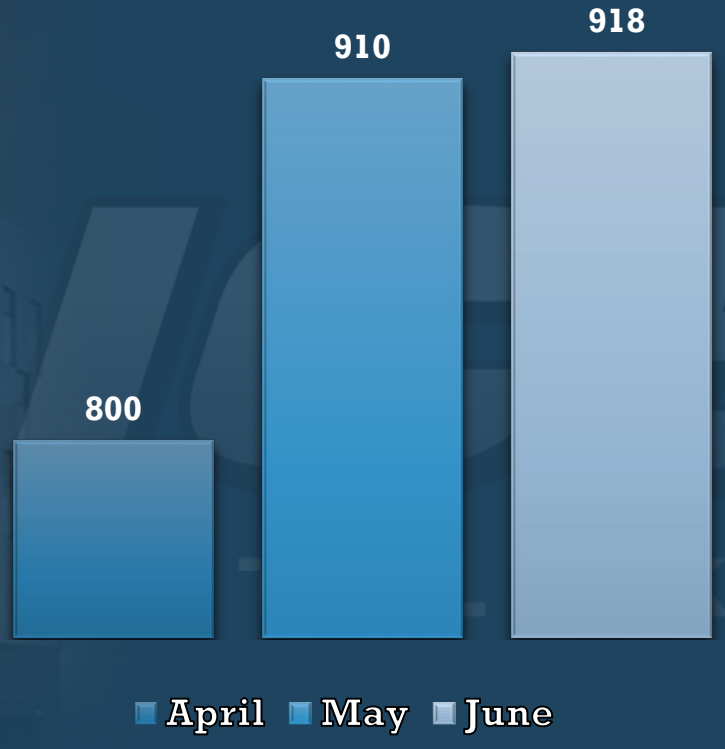
2021 2022 2023 2024 2025 2026

Millcreek City

Calls For Service



New Police Reports



MILLCREEK UNIFIED POLICE JUNE 2026



- TRANSIENT CALLS: 76
- MENTAL HEALTH CALLS: 49



MILLCREEK CITY - UPD TRAFFIC STATS

JUNE 2026

- 291 Citations Issued
- 14 DUI Arrests
- 46 Accidents Reports
- 24 Hit and Runs







Millcreek City Directed Enforcement Unit (DEU) Stats

June 2026

Operational Summary:

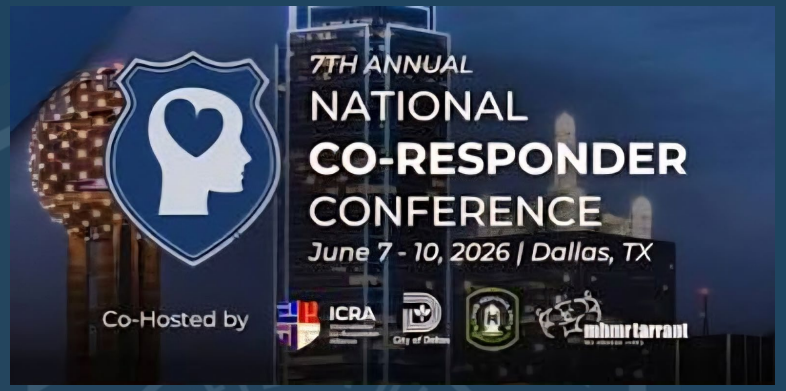
- 14 Cases
- 24 Arrests
- 10 Search Warrants Served
- 3 Recovered Stolen Vehicles

Seized:

- 1 Handgun
- 38 g of Ecstasy
- 1000 Fentanyl Pills
- 3 oz of Heroin
- 4 oz of Methamphetamine

Community Engagement

Det. Tracey Creno and LCSW Gregg Golden attended the National Co-Response Conference in Dallas, Texas, in June where they participated in training sessions for co-response services. The conference provided valuable opportunities to learn from agencies across the country, exchange ideas, and bring back practical strategies to help strengthen and enhance our local co-response program.





Venture Out! Festivals are in full swing and we have enjoyed utilizing the Ice Cream van and engaging with the community.



Unified Police Investigations
June 2026
Millcreek Precinct

Assault 42	**Burglary** 31	**Drug Offenses** 26	**Domestic Violence** 63
Fraud 28	**Homicide** 0	**Larceny** 66	**Robbery** 1
	Sex Offense 4	**Stolen Vehicles** 14	

During the month of June, Millcreek Precinct detectives were assigned 47 cases, and 12 of those cases were submitted for charges to Holladay Justice Court or 3rd District

Minutes of the
Millcreek City Council
July 13, 2026
5:00 p.m.
Work Meeting
7:00 p.m.
Regular Meeting

The City Council of Millcreek, Utah, met in a public work meeting and regular meeting on July 13, 2026, at City Hall, located at 1330 E. Chambers Avenue, Millcreek, UT 84106. The meeting was recorded for the City's website and had an option for online public comment.

PRESENT:

Council Members
Cheri Jackson, Mayor
Silvia Catten, District 1 (electronic for work mtg)
Thom DeSirant, District 2
Nicole Handy, District 3
Bev Uipi, District 4

City Staff
Mike Winder, City Manager
Elyse Sullivan, City Recorder
John Brems, City Attorney
Kurt Hansen, Facilities Director
Francis Lilly, Assistant City Manager
Rita Lund, Communications Director
Carlos Estudillo, Planner
Brad Sanderson, Current Planning Manager
Lisa Dudley, HR-Finance Director

Attendees: Rick Hansen, Laura Renshaw, Ryan Reynolds, Brad Reynolds, Thomas Moffat, Andrei Tarassov, Lee Dial, Vicky DiGregorio, Kent Davis, Tyler Morris, Greene Choi

WORK MEETING – 5:00 p.m.
TIME COMMENCED: 5:06 p.m.

Mayor Jackson called the work meeting to order and noted Council Member Catten's electronic participation.

1. **Planning Matters First Readings**
   a. ***ZM-26-011*, Rezone to Olympus Hills West Village Center Special District (OHW-VCSD) Zone at 3962 S Wasatch Boulevard; Brad Sanderson, Current Planning Manager**
   Brad Sanderson presented an overview of the proposed development agreement for the mixed-use project at 3963 South Wasatch Boulevard, emphasizing that no action would be taken during the meeting. He explained that the proposal is part of the Olympus Hills West Village Center Special District, a mixed-use zoning district adopted approximately two years ago, which requires a site-specific development agreement to provide additional detail for individual phases of the project. Sanderson reviewed the property's zoning and planning history, noting that the original master plan envisioned a phased development

consisting of the existing Porsche dealership, the current mixed-use phase, and a future phase. He described the initial concept for the current phase, which included retail, restaurant, office, and residential uses centered around a public green space, with multiple above-ground stories and two levels of underground parking. Sanderson summarized the Planning Commission's recommendations from its prior review, including establishing masonry requirements for building façades, prohibiting illuminated signage above a specified elevation along Wasatch Boulevard, and requiring a good-faith effort to secure a restaurant tenant within 24 months of occupancy while constructing the commercial space with the infrastructure necessary to accommodate restaurant use. He concluded by inviting the applicant to provide a brief overview of the project for the council's consideration.

Applicant Lee Dial provided an overview of the proposed mixed-use development, noting that the design had evolved since the original concept to include two residential buildings connected by a shared podium over two levels of underground parking. He explained that separating the buildings creates a view corridor from Wasatch Boulevard to the valley while accommodating residential units, office space, a proposed 4,000-square-foot restaurant, community amenities, and approximately 10,000 square feet of publicly accessible open space. The development also includes resident amenities such as fitness and coworking spaces, rooftop decks designed to preserve neighboring privacy, a dog run, and controlled parking areas serving both residential and commercial uses. Access to underground parking would be provided from the shared driveway with the adjacent Porsche dealership, with an additional right-in/right-out access point along the north side of the site to reduce traffic impacts.

Dial discussed the project's commercial components, explaining that while a restaurant remains the preferred use because it would serve both residents and the surrounding community, he requested that the development agreement require a good-faith effort to secure a restaurant tenant for 12 months following issuance of the building permit rather than the 24-month period recommended by the Planning Commission. He stated that if a restaurant tenant could not be secured within that timeframe, flexibility to lease the space to another retail use would help ensure the project's long-term financial viability. He also requested greater flexibility regarding illuminated signage, explaining that limited, tastefully designed building signage would be important to attract a successful restaurant tenant while avoiding the intensity of nearby commercial signage.

Dial further addressed concerns raised during the Planning Commission review, including potential freeway noise, building materials, and neighborhood compatibility. He stated that an acoustical analysis concluded the building would not reflect freeway noise toward adjacent homes, as sound would be directed upward rather than back into neighboring properties to the west. He also described the proposed architectural materials, which include extensive brick, fiber-cement siding, and natural finishes without stucco, to achieve a mountain-modern aesthetic. Conceptual renderings illustrated landscaped courtyards, pedestrian connections, rooftop amenity spaces, and visual studies demonstrating that the building height and rooftop design would preserve privacy and minimize visual impacts on surrounding neighborhoods.

Council Member Uipi first revisited the applicant’s request to shorten the required “restaurant-only” marketing period from 24 months after certificate of occupancy (as

recommended by the Planning Commission) to 12 months from building permit issuance, confirming that with a projected 20-month construction schedule this would effectively allow the developer to pivot to other commercial uses before opening if no restaurant tenant were secured. After discussion, council members expressed interest in lengthening that period, and the applicant stated that an 18-month requirement from building permit would still be workable. John Brems then raised the question of how to define a "good faith effort" to recruit a restaurant, recommending that any flexibility (such as the 18-month period) be contingent on the developer actually constructing the space to restaurant standards, including installing grease traps and vent shafts (but not necessarily final vent hoods, which would be tenant-specific). The council generally agreed that this level of investment would demonstrate seriousness about securing a restaurant tenant.

The discussion then turned to exterior signage and lighting. Staff explained that the Planning Commission's prior 15-foot height limit on illuminated signage from the Wasatch Boulevard elevation was driven by Holladay residents' lighting concerns, but that staff did not object to higher, halo-lit signs on the north and south facades, provided there were no illuminated signs on the west facade. Several council members indicated support for allowing illuminated signage on the north and south sides at heights above 15 feet, subject to limitations on brightness, color temperature, and prohibition of LED "scrolling" or flashing signs, in order to make a future restaurant more visible from I-215 while still protecting nearby residences. Mayor Jackson signaled comfort with non-illuminated signage on the west elevation and illuminated signage on the north and south, with possible additional technical parameters (such as warm-white lighting consistent with existing sign code standards) to be refined in the development agreement language.

Francis Lilly explained that the proposed sign standards could either reference the applicable city code or include additional project-specific limitations. He noted that the draft language included an exception for internally illuminated logos and text because certain logos or branding elements, such as those with white illumination, may inherently exceed the specified color temperature standards. Lilly stated that the provisions could be further refined if desired but recommended discussing potential modifications directly with the applicant to determine an appropriate balance between regulatory requirements and the project's signage needs.

Council members weighed whether to allow illuminated signs on the west elevation in addition to the north and south facades. Staff reiterated that Planning Commission concerns centered on visual impacts to Holladay residents and recommended prohibiting illuminated signs on the west side while allowing higher, halo-lit signs on the north and south within defined brightness and color-temperature limits. Some council members favored permitting a low-height illuminated sign on the west to assist a future restaurant tenant, while Mayor Jackson and others preferred restricting west-facing signage to non-illuminated only and relying on north/south and Wasatch Boulevard frontage for visibility. The applicant asked that the council keep open the option of a 15-foot illuminated sign on the west, and the council requested additional visual analysis before making a final determination.

b. *ZM-26-001*, Rezone from Commercial (C) to City Center Overlay – Development Agreement Zone (CCOZ-DA) at 1312 E 3300 S; Carlos Estudillo, Planner

Carlos Estudillo presented a proposed City Center Overlay Zone Development Agreement (CCOZ-DA) application for approximately 1.75 acres at 1312 East 3300 South. He explained that the applicant is requesting to rezone the property from the Commercial Zone to the City Center Overlay Zone Development Agreement to facilitate construction of a mixed-use development consisting of approximately 210 residential units and ground-floor commercial space, consistent with the city's General Plan and City Center Master Plan. Estudillo noted that the development agreement process provides flexibility from certain City Center design standards in exchange for public benefits, including additional public right-of-way, enhanced pedestrian spaces, and other site improvements.

Estudillo reviewed the proposed development, which includes a mix of studio, one-bedroom, and two-bedroom apartments within a building ranging from approximately 70 to 74 feet in height, remaining below the district's 75-foot maximum. He stated that the project complies with the city's architectural standards, including required percentages of high-quality exterior materials and transparent ground-floor façades. The primary design modification involves reducing the required 20-foot upper-story stepback to 10 feet along the street frontage. In exchange, the applicant would dedicate approximately 10 additional feet of public right-of-way to accommodate wider sidewalks and an expanded public plaza at the intersection, providing a significant pedestrian benefit while maintaining building articulation.

Estudillo further explained that the proposal satisfies open space requirements and provides approximately 276 parking stalls to serve residents, guests, and commercial uses. The development also exceeds the minimum commercial space requirement by providing approximately 5,000 square feet of retail space at the prominent corner of 3300 South and 1300 East. He concluded by describing the proposed circulation plan, which includes separate ingress and egress points designed in coordination with traffic studies and UDOT recommendations. The access configuration, together with new median improvements restricting left turns, is intended to improve traffic flow and reduce congestion in the surrounding area.

Council Member DeSirant asked about the proposed median on 3300 S preventing left turns onto the west woonerf of Millcreek Common. Lilly noted that the city engineering team could review it. Mayor Jackson would appreciate seeing a map of both options. John Brems reminded the council that 3300 S was a UDOT road. Estudillo said the median was per the recommendation of the traffic study and UDOT. He added that the applicant is also requesting to provide up to 210 units to have more unit flexibility. Council Member Catten thought it would be safer to have a median on 3300 S. Council Member DeSirant asked why there was not more ground floor retail.

Tyler Morris, Cottonwood Residential, explained that the amount and location of the proposed commercial space were driven by market viability. He stated that retail spaces located farther from the street become increasingly difficult to lease because customers generally prefer convenient surface parking directly in front of businesses rather than navigating structured parking. Drawing on experience from similar mixed-use developments, he noted that retail spaces with direct street visibility and easy access have proven more successful. Morris emphasized that while the applicant sought to minimize the amount of commercial space to improve long-term leasing potential, the proposal would

still dedicate approximately 50 percent of the 3300 South frontage to commercial uses, maintaining an active retail presence along the prominent street corner.

c. *ZT-26-001*, Zoning Code Text Amendments; Francis Lilly, Planning Director

Francis Lilly presented the second of three proposed zoning code amendment packages, explaining that while each amendment is relatively minor and technical, together they provide important clarifications and improvements based on the city's experience implementing the recently adopted development code. He noted that the amendments are intended to address ambiguities, respond to applicant and community feedback, improve administrative efficiency, and ensure compliance with changes in state law. Lilly reported that the Planning Commission held a public hearing, continued the matter to allow additional community council input, and ultimately recommended approval. He also noted that the Millcreek Community Council later voted to recommend approval after meeting with staff, while the East Mill Creek Community Council submitted comments and other community organizations did not provide formal recommendations.

Lilly summarized the proposed amendments, including new provisions to allow outdoor dining and seating within the City Center to better support pedestrian-oriented development envisioned in the city's master plan. He described revisions to the R-1-3, R-1-4, and R-1-5 small-lot residential zones that would reduce minimum lot widths, adjust setbacks, and increase allowable lot coverage to facilitate construction of detached single-family homes while maintaining existing building height limits. Additional amendments would modify setback requirements in the R-2 and R-4 zones to encourage front porches and pedestrian-oriented building designs, clarify regulations governing nonconforming structures and voluntary demolition, and establish greater flexibility for tree replacement through off-site planting or fee-in-lieu options while preserving replacement requirements for trees removed prior to development applications.

Lilly further explained that the amendments would simplify accessory dwelling unit regulations to comply with state law, establish additional standards for auto-oriented commercial uses, streamline the process for street and utility easement vacations by making the City Council the sole reviewing body, relocate roadway standards for improved code organization, and align public noticing requirements for subdivision applications. Additional revisions include updated open space standards for the Mixed Density zone, revised parking requirements for independent senior housing, authorization for district blade signs in certain mixed-use developments, restoration of Planned Unit Development height envelope standards, clarification of architectural projection and fence height regulations, and reinstatement of clear-view standards to assist code enforcement where right-of-way lines are difficult to identify. Lilly concluded that, although the amendment package was extensive, each proposed change was intended to improve the functionality, clarity, and administration of the city's zoning ordinance.

2. Staff Reports

Lisa Dudley briefly presented the Fiscal Year 2027 Budget in Brief, explaining that the publication provides a concise, user-friendly summary of the city's adopted budget. She noted that this is the fourth edition of the document, which is intended to serve as a resource for residents, schools, scout groups, community organizations, and others seeking an accessible

overview of the City's finances. Dudley stated that the Budget in Brief would be available both on the city's website and in printed form.

3. **Discussion of Agenda Items, Correspondence, and/or Future Agenda Items**
   There was none.

4. **Closed Meeting Per Utah Code Ann. §52-4-205(a), Discussion of the Character, Professional Competence, or Physical or Mental Health of an Individual**
   This item did not occur in the work meeting.

Council Member Uipi moved to adjourn the work meeting at 6:33 p.m. Council Member DeSirant seconded. Mayor Jackson called for the vote. Council Member Catten voted yes, Council Member DeSirant voted yes, Council Member Handy voted yes, Council Member Uipi voted yes, and Mayor Jackson voted yes. The motion passed unanimously.

REGULAR MEETING – 7:00 p.m.
TIME COMMENCED: 7:02 p.m.

1. Welcome, Introduction and Preliminary Matters

1.1 Pledge of Allegiance
Mayor Jackson called the meeting to order and led the pledge of allegiance. She excused Council Member Catten.

1.2 Public Comment
Greene Choi, Millcreek resident, addressed the Council regarding recent federal action affecting Utah's national monuments. He referenced news reports concerning an executive order to reduce the boundaries of Grand Staircase-Escalante National Monument and Bears Ears National Monument and questioned whether discussions about changes to Utah's national monuments should receive greater public consideration and discourse among elected officials, industry representatives, and residents throughout the state.

Laura Renshaw, Millcreek Library Manager, provided a brief update on activities at the Millcreek Library. She reminded residents that all Salt Lake County Library locations serve as designated cooling centers during periods of extreme heat, offering a safe place for community members to cool off and avoid heat-related illness. Renshaw also highlighted upcoming programming at the Millcreek Branch, including the "Dazzle Dogs" performance scheduled for Saturday morning, which features a troupe of trained performing dogs. Renshaw concluded by sharing recent national library statistics from the Institute of Museum and Library Services, noting that the Salt Lake County Library System continues to rank among the top library systems in the country. She reported that the system now ranks 10th nationally in overall circulation, 8th in physical materials circulation, and 4th in children's book circulation, reflecting continued growth and strong community engagement. She stated that these rankings demonstrate the strength of the library system and expressed appreciation for Millcreek's continued support of its public library.

DRAFT

Kent Davis, Cottonwood Heights resident, introduced himself as the Republican candidate for Salt Lake County District Attorney and provided an overview of his professional background, including military service, work with the U.S. Department of Justice, service as a Deputy District Attorney in Salt Lake County, and his current role as corporate counsel and director of cybersecurity for Woodbury Corporation. He stated that he has been visiting communities throughout the county to meet with residents and local officials, emphasizing the importance of listening to community concerns and understanding the needs of each municipality. Davis discussed the countywide role of the District Attorney's Office, emphasizing its responsibility to ensure fair, transparent, and consistent outcomes for victims, defendants, and the community. He expressed his commitment to building relationships with Millcreek officials, law enforcement, and residents, and invited opportunities for future dialogue, including participation in town hall meetings, to better understand the community's priorities and concerns regarding the criminal justice system.

Andrei Tarassov, a Millcreek resident and business owner, addressed the Council regarding public participation and vegetation concerns. He explained that he was unable to attend the previous meeting due to work obligations and noted that he was unable to provide comments remotely because online public comment was not available. Tarassov also raised concerns about the prevalence of foxtail weeds, describing them as a significant issue affecting pets, and suggested that the city consider a foxtail mitigation program. He noted that one neighborhood was exploring the use of a neighborhood grant to organize residents and address the problem collaboratively.

Vicky DiGregorio, a Holladay resident living west of Interstate 215 adjacent to the proposed Olympus Hills West Village Center development, expressed concerns regarding the project's potential visual and lighting impacts on neighboring homes. She emphasized that the special district was intended to ensure architectural and environmental compatibility with the surrounding residential neighborhood and urged the council to balance the developer's signage needs with residents' interests in preserving dark skies and minimizing light intrusion into nearby homes. DiGregorio stated that while residents were not opposed to signage, they opposed illuminated signs and architectural lighting that would be visible from their homes and requested that any upper-level illuminated signage be eliminated or significantly limited. She also noted that residents had not received the visual renderings previously discussed with the developer from their perspective and requested that such renderings be provided before final decisions are made. DiGregorio further requested that, if illuminated signage is approved, lighting levels be reduced or turned off after business hours where feasible. She also encouraged the use of darker exterior building materials to better blend with the surrounding mountainside and reduce visual contrast. Finally, she requested additional landscaping, including a row of trees along the western façade of the development, to provide visual screening and help mitigate impacts on the adjacent residential neighborhood.

2. Planning Matters

2.1 Discussion and Consideration of Ordinance 26-47, Rezoning a 0.50-Acre Property Located at 3757 South 2300 East from the Residential (R-1-10) Zone to the Residential (R-1-8) Zone

DRAFT

Brad Sanderson presented a proposed rezone for a corner property located along 2300 South just below Delia Drive. The property is currently zoned R-1-10, and the applicant is requesting a rezone to R-1-8 to facilitate the subdivision of the parcel into two east-west lots. Sanderson explained that while the property could technically be subdivided under the existing R-1-10 zoning, current frontage requirements would require an irregular lot configuration. The proposed R-1-8 zoning would allow for a more practical north-south property line, creating two standard single-family lots. He reviewed the conceptual site plan, noting that the existing home would remain, a new single-family home would be constructed on the new lot, and several existing structures would be removed. He also noted that the Planning Commission discussed maintaining the existing home's required two-car garage, allowing time for the owner to construct a replacement detached garage after demolition of the existing one. Sanderson stated that the Planning Commission unanimously recommended approval of the rezone and, due to the straightforward nature of the request, staff presented the item directly to the City Council without a first and second reading process.

Mayor Jackson asked if there was any public comment. There was none.

Council Member Uipi moved to approve item 2.1, Ordinance 26-47, Rezoning Property Located at 3757 South 2300 East from R-1-10 R-1-8. Council Member Handy seconded. The Recorder called for the vote. Council Member DeSirant voted yes, Council Member Handy voted yes, Council Member Uipi voted yes, and Mayor Jackson voted yes. The motion passed unanimously.

2.2 Discussion and Consideration of Ordinance 26-48, Rezoning a 1.23-Acre Property Located at 3705 South 1300 East from the Single-Household Residential (R-1-8) Zone to the Two-Household Residential (R-2-6.5) Zone

Brad Sanderson presented a proposed rezone for a portion of a larger property located at approximately 3705 South 1300 East. He explained that the site is currently split-zoned, with the western portion already zoned R-2-6.5 and the eastern portion under a different zoning designation. The applicant, Brad Reynolds Construction, has acquired or is under contract to acquire the property and intends to develop it in two phases. The request would rezone the eastern portion to R-2-6.5, creating consistent zoning across the entire property and allowing the construction of duplex-style residential units served by a public cul-de-sac extending from Melvina Street. Sanderson reviewed the conceptual site plan and noted that the proposed development is consistent with similar projects completed by the applicant elsewhere in the valley. He stated that the proposal was presented at both a public open house and a Planning Commission meeting. While there was some discussion regarding whether a development agreement should accompany the rezone, staff and the majority of the Planning Commission concluded that one was unnecessary because the underlying zoning standards adequately regulate setbacks, height, and other development requirements. The Planning Commission recommended approval of the rezone, with one commissioner expressing support for a development agreement while the majority did not find it warranted.

Council Member Uipi asked about setting a precedence for allowing a rezone without a development agreement. Sanderson noted that development agreements are advised with complex or controversial projects, but this one had received positive public feedback.

Council Member DeSirant asked about a deed restriction for owner occupancy. Sanderson noted the property would need to be subdivided to provide for that, but Reynolds Construction has sold their prior products.

Sanderson reported that the neighborhood meeting notification covered the proposed development area as well as adjacent properties, resulting in approximately 60 residents attending, which he noted was a strong turnout for a neighborhood meeting. As the project has progressed through phased review, the applicant has continued meeting with residents individually and during public open houses. Sanderson explained that many of the initial neighborhood concerns had been addressed through commitments to preserve existing trees, maintain required setbacks, and install fencing, all of which are consistent with or required by the city's development standards. He added that owner occupancy had not been a significant topic of public discussion but noted that, should the City Council wish to pursue owner-occupancy requirements, staff could work with the applicant to explore implementing such a provision through a deed restriction or other appropriate mechanism.

Mayor Jackson asked the applicant if one corporate owner had purchased his other projects. Brad Reynolds stated that the proposed duplex development is compatible with the surrounding neighborhood, noting that existing duplexes are already located along the adjoining cul-de-sac and Luck Spring Drive. He explained that the project would provide a logical transition and integrate seamlessly with the adjacent property that is already zoned for similar residential development. Reynolds emphasized that his company has consistently developed owner-occupied, for-sale housing throughout Millcreek, including nearby townhome and duplex projects, all of which have been sold as individual units rather than retained as rentals. He expressed opposition to imposing a deed restriction requiring owner occupancy, stating that such a restriction would add unnecessary complexity and expense. In response to a council question, Reynolds said none of his previous Millcreek developments had been purchased by a corporation, explaining that institutional investors typically seek much larger developments and that a project of this size would not likely be attractive for that type of acquisition. He added that the east side of 1300 E had positive neighborhood feedback, but when they develop the west side there would be more comments.

John Brems noted that without a development agreement there was no guarantee the elevations shown in the presentation would look the same as what could be built. Mayor Jackson asked why staff did not recommend a development agreement.

Sanderson explained that staff evaluated alternative layouts for the property but determined that the proposed design was the most practical. He noted that extending a roadway through the site from 1300 East to Melvina Street was considered but was not feasible because it would reduce the number of developable units and create shallow lots. Sanderson stated that the proposed layout represents the most effective use of the property under the site's constraints. He further explained that while the conceptual renderings are illustrative, the project's overall massing, scale, height, and required setbacks are governed by the city's zoning regulations. Although specific architectural details and building materials are not regulated to the same extent, Sanderson noted that the applicant has consistently constructed similar residential products in Millcreek and

other jurisdictions, and the conceptual elevations accurately reflect the type of development that is anticipated.

Francis Lilly explained that staff carefully considered whether a development agreement should accompany the proposed rezone, noting that the city's typical practice is to bring development agreements forward for projects of this nature. He stated that staff also evaluated concerns related to owner occupancy but concluded that a development agreement was not necessary in this case. Lilly cited the applicant's established track record of constructing and selling homes rather than marketing projects to institutional investors or obtaining entitlements solely for resale. He added that the proposed home designs are consistent with the applicant's previous developments in the community and stated that these factors collectively led staff to conclude that the existing zoning regulations would provide sufficient oversight without the need for a development agreement.

Reynolds guaranteed the product would look very similar to what was presented.

Council Member DeSirant moved to approve Ordinance 26-48, Rezoning a 1.23-Acre Property Located at 3705 South 1300 East from the Single-Household Residential (R-1-8) Zone to the Two-Household Residential (R-2-6.5) Zone. Council Member Handy seconded. The Recorder called for the vote. Council Member DeSirant voted yes, Council Member Handy voted yes, Council Member Uipi voted yes, and Mayor Jackson voted yes. The motion passed unanimously.

2.3 Discussion and Consideration of Ordinance 26-49, Rezoning a 0.50 Acre Property Generally Located at 3232 South Highland Drive From Commercial (C), Commercial With a Zone Condition (C/ZC), and the City Center Overlay Zone (CCOZ) to the Commercial (C) and City Center Overlay Zone - Development Agreement (CCOZ-DA), Subject to a Development Agreement and Removing All Previous Zone Conditions

Brad Sanderson provided an overview of the mixed-use City Center project, noting that it has undergone several months of refinement since its first reading while staff and the applicant addressed design details and coordinated necessary property and infrastructure improvements. He explained that previous city actions included vacating portions of the Chambers Avenue right-of-way, processing subdivision amendments, and creating separate ownership parcels to facilitate the sale of portions of the project to PEG Development and Ensign Design. Sanderson stated that the property is already zoned for this type of development within the Commercial Zone and City Center Overlay Zone and described the project as one of the most complex developments proposed in Millcreek to date.

Sanderson reviewed the project's components, including approximately 25 luxury residential condominiums, 14,000 square feet of commercial space, a 111-room hotel, and a structured parking garage containing approximately 204–207 parking stalls. He explained that the parking structure would be largely concealed within the building, with retail uses located on the ground level, residential condominiums facing Millcreek Common, and the hotel wrapping around Chambers Avenue and Highland Drive. The project also includes rooftop amenity spaces for both condominium residents and hotel

guests. He noted that architectural refinement continued as the design advanced toward the building permit stage, reflecting the complexity of integrating commercial, residential, hotel, and parking uses within a single structure.

Sanderson summarized the key provisions of the proposed development agreement, including ownership arrangements, parking access, utility improvements, off-site roadway modifications, design standards, and signage. He explained that reconstruction and restriping would occur along portions of Highland Drive, Chambers Avenue, and the adjacent woonerf lane to improve traffic circulation, while coordination with utility providers and UDOT remained ongoing. He also described several minor design adjustments resulting from engineering requirements, including modifications to the building overhang to accommodate sewer maintenance access and large service vehicles, as well as a slight reduction in the parking garage drive aisle width to accommodate thicker structural shear walls. He further discussed a proposed code amendment to allow a prominent place-making sign for the development, noting that the sign would replace a previously planned feature and contribute to the city's vision for the City Center.

Addressing public outreach, Sanderson stated that the project had been the subject of extensive community engagement over approximately a year and a half, including multiple public meetings and a recent open house. He noted that while earlier discussions focused primarily on the building's height and scale, the community generally recognized that a significant mixed-use structure had long been envisioned for the City Center. He added that the project would consolidate much of the existing surface parking into a structured garage while increasing the overall parking supply available to the City Center through a separate recorded parking agreement. Sanderson concluded by recommending approval of the project, noting that the remaining development agreement exhibits were being finalized by the City Attorney and that the outstanding revisions were legal and administrative in nature rather than substantive project changes.

Mike Winder noted a lot of staff had worked on the project, but especially Sanderson. Council Member DeSirant appreciated how fast the project was moving.

Council Member Handy moved that the city council approve the application file, ZM-25-003 as Ordinance 26-49, as follows: remove all existing zone conditions; and rezone the property from the Commercial Zone and City Center Overlay Zone to the Commercial and the City Center Overlay Zone - Development Agreement, subject to a development agreement as approved and completed by the city attorney. Council Member DeSirant seconded. The Recorder called for the vote. Council Member DeSirant voted yes, Council Member Handy voted yes, Council Member Uipi voted yes, and Mayor Jackson voted yes. The motion passed unanimously.

3. Business Matters

3.1 Discussion and Consideration of Ordinance 26-50, Amending Chapter 14.58 Special Events by Adding Section 14.58.035 Designating the Primary Business Function of the Common, Adventure Hub, and the Grandview, and Section 14.58.130 Adopting an Appeal Procedure

John Brems said this was clean up ordinance as a follow up to an ordinance he brought to the council recently, which was missing these code sections.

Council Member DeSirant moved to approve Ordinance 26-50, Amending Chapter 14.58 Special Events by Adding Section 14.58.035 Designating the Primary Business Function of the Common, Adventure Hub, and the Grandview, and Section 14.58.130 Adopting an Appeal Procedure. Council Member Uipi seconded. The Recorder called for the vote. Council Member Catten voted yes, Council Member DeSirant voted yes, Council Member Handy voted yes, Council Member Uipi voted yes, and Mayor Jackson voted yes. The motion passed unanimously.

3.2 Discussion and Consideration of Resolution 26-20, Approving the First Amendment to the Interlocal Cooperative Agreement with Salt Lake County for Public Works Services

Mayor Jackson said this was a renewal of the yearly contract with a price increase but the same terms.

Council Member Uipi moved to approve item 3.2, Resolution 26-20. Council Member Handy seconded. The Recorder called for the vote. Council Member DeSirant voted yes, Council Member Handy voted yes, Council Member Uipi voted yes, and Mayor Jackson voted yes. The motion passed unanimously.

4. Reports

4.1 Mayor's Report

Mayor Jackson reported that three separate fires occurred in or affecting Millcreek within a single evening and early morning, including a fire near Parley's Nature Preserve, a residential fire on Gregson Avenue, and another near 3900 South and 300 East. She noted that while the incidents had different causes, several homes were lost and families were displaced. Mayor Jackson expressed appreciation for the city's first responders, highlighting their swift and effective response, particularly in containing the Gregson Avenue duplex fire and preventing damage to neighboring properties despite the intensity of the blaze. She also reminded residents to exercise caution during the current dry conditions, emphasizing that even small sparks from outdoor activities such as grilling can quickly ignite fires.

Mayor Jackson also reflected on the success of the city's Fourth of July celebrations, including the parade, Independence Day festivities at Millcreek Common, and the drone show. She thanked the Community Life team for their exceptional efforts in organizing community events, securing sponsorships, and creating opportunities for residents to gather and celebrate. She announced the return of the Friday evening Sound Bites concert series and Farmers Market, which includes live music, food trucks, vendors, roller skating, and other activities, and noted that the events will continue each Friday through the end of October. Finally, Mayor Jackson highlighted the installation of a permanent shade structure near the splash pad at Millcreek Common, stating that it will provide a more durable and comfortable amenity for residents enjoying the park.

4.2 City Council Member Reports

Council Member Uipi reported on her attendance at the inaugural Salt Lake City Public Utility Rate Advisory Council meeting, explaining that the initial session focused on the challenges facing the utility system and potential approaches to addressing future rate

needs. She noted that one of the key takeaways was learning that customers outside Salt Lake City currently pay approximately 35 percent higher utility rates than city residents. She stated that the next advisory council meeting is scheduled for July 22 and that she would continue to provide updates as discussions progress. Mayor Jackson thanked Council Member Uipi for representing Millcreek on the advisory council, noting the importance of having the city represented in those discussions. Council Member Uipi also commended Salt Lake City for including a broad range of stakeholders in the process, including representatives from neighboring cities, school districts, nonprofit organizations, developers, and other major utility users. She concluded by announcing that the Fourth Annual Pacific Islanders Skate Night will be held on August 8 at 6:00 p.m. at Millcreek Common, with Big Buddha returning as the event's master of ceremonies. Mayor Jackson brought up the Pioneer Day celebrations on July 24th.

4.3 Staff Reports

Francis Lilly noted he had five tickets for the council to the ULI Housing Summit on August 13th. Mike Winder added that the concrete on Chambers Avenue had been poured and the parking garage would open in a couple of weeks.

5. Consent Agenda

5.1 Approval of June 8, 2026 Work Meeting and Regular Meeting Minutes
5.2 Approval of June 22, 2026 Work Meeting and Regular Meeting Minutes

Council Member Uipi moved to approve items 5.1 and 5.2. Council Member DeSirant seconded. Mayor Jackson called for the vote. Council Member DeSirant voted yes, Council Member Handy voted yes, Council Member Uipi voted yes, and Mayor Jackson voted yes. The motion passed unanimously.

6. New Items for Subsequent Consideration

There was none.

7. Calendar of Upcoming Meetings

- Planning Commission Mtg., 7/15/26, 5:00 p.m.
- City Council Mtg. 7/27/26 7:00 p.m.

Council Member Uipi moved to recess at 8:04 pm. Council Member DeSirant seconded. Mayor Jackson called for the vote. Council Member DeSirant voted yes, Council Member Handy voted yes, Council Member Uipi voted yes, and Mayor Jackson voted yes. The motion passed unanimously.

Council Member Uipi moved to resume the council meeting at 8:06 pm. Council Member Handy seconded. Mayor Jackson called for the vote. Council Member DeSirant voted yes, Council Member Handy voted yes, Council Member Uipi voted yes, and Mayor Jackson voted yes. The motion passed unanimously.

Council Member Handy reported on the city's participation in America's Potluck, held on July 5 as part of the national initiative promoting community connection. She commended the Community Life team for organizing the event, noting that approximately 50 residents attended, bringing food and spending time visiting with neighbors in a relaxed setting. Council Member

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Handy shared that the event provided an opportunity for residents to meet new people and foster community relationships, with some attendees choosing to participate in Millcreek's gathering rather than similar events in neighboring communities. She also remarked that neighborhood potlucks were held throughout the city. Mayor Jackson described the one in her neighborhood which closed their street to traffic, children played together, and neighbors had the opportunity to connect and build stronger community ties.

8. Closed Session

Council Member Uipi moved to go into closed meeting per Utah Code Ann. §52-4-205(a), Discussion of the Character, Professional Competence, or Physical or Mental Health of an Individual at 8:08 p.m. Council Member Handy seconded. The Recorder called for the vote. Council Member DeSirant voted yes, Council Member Handy voted yes, Council Member Uipi voted yes, and Mayor Jackson voted yes. The motion passed unanimously.

Council Member DeSirant moved to go back into open meeting at 9:21 p.m. Council Member Uipi seconded. Mayor Jackson called for the vote. Council Member DeSirant voted yes, Council Member Handy voted yes, Council Member Uipi voted yes, and Mayor Jackson voted yes. The motion passed unanimously.

ADJOURNED: Council Member DeSirant moved to adjourn the meeting at 9:21 p.m. Council Member Uipi seconded. Mayor Jackson called for the vote. Council Member DeSirant voted yes, Council Member Handy voted yes, Council Member Uipi voted yes, and Mayor Jackson voted yes. The motion passed unanimously.

APPROVED: _____ **Date**
Cheri Jackson, Mayor

_____
Attest: Elyse Sullivan, City Recorder

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