# CITY COUNCIL AGENDA

January 18, 2022 at 6:30 PM
1020 E. Pioneer Rd. Draper, UT 84020
Council Chambers

## 6:30 PM STUDY MEETING

**1. Presentation: Parks & Recreation Master Plan Update Survey - Rhett Ogden**

**2. Council/Manager Reports**

## 7:00 PM BUSINESS MEETING

**1. Call to Order**

**2. Thought/Prayer and Pledge of Allegiance**

**3. Public Comments**

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

**4. Consent Items**

**a. Resolution #22-03**

A Resolution appointing Corina Pace as a member of the Draper City Historic Preservation Commission.

**5. Action Item: Ordinances #1521 and #1522**

**This item has been continued to a date uncertain.**
Ordinances of Draper City amending the text of the Land Use and Development Code and amending a Master Area Plan per the Land Use and Development Code of the Draper City Municipal Code relating to the Vista 600 West Master Area Plan TSD Subzone Designations Map. Staff report by Jennifer Jastremsky.

**6. Action Item: Ordinance #1512 and #1513**

Ordinances amending the official zoning map of Draper City for approximately 1.5 acres of property from RA1 (Residential Agricultural, 40,000 square foot lot minimum) to RM1 (Multi-family residential, up to 8 dwelling units per acre), and the official land use map of Draper City for approximately 1.5 acres of property from Residential low/medium density to Residential medium/high density and approving a development agreement, located at approximately 13666 South 300 East within Draper City, otherwise known as the Concord Lane Zoning Map, Land Use Amendment and Development Agreement. (Legislative Action). Staff report by Jennifer Jastremsky.

**7. Action Item: Ordinance #1515**

An Ordinance of the Draper City Council incorporating minor text amendments and additions to Section 15-4 of the Draper City Municipal Code pertaining to Special Events. Staff report by Rhett Ogden.

**8. Adjournment**

**SALT LAKE COUNTY AND UTAH COUNTY, STATE OF UTAH**

I, the City Recorder of Draper City, certify that copies of the agenda for the **Draper City Council** meeting to be held **January 18, 2022**, were posted on the Draper City Electronic Bulletin Board, Draper City website www.draperutah.gov, the Utah Public Notice website at www.utah.gov/pmn, and sent by email to the *Salt Lake Tribune* and the *Deseret News*.

Date Posted: January 14, 2022

Laura Oscarson, CMC, City Recorder
Draper City, State of Utah

CITY OF DRAPER CORPORATE Seal 1978 State of Utah

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

# MEMO

To: City Council Meeting
From:
CC:
Date: January 18, 2022
Re:

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ATTACHMENTS:

| Description | Upload Date | Type |
| --- | --- | --- |
| Parks & Recreation Master Plan Update Survey | 1/14/2022 | Cover Memo |

# PARKS & RECREATION MASTER PLAN UPDATE SURVEY

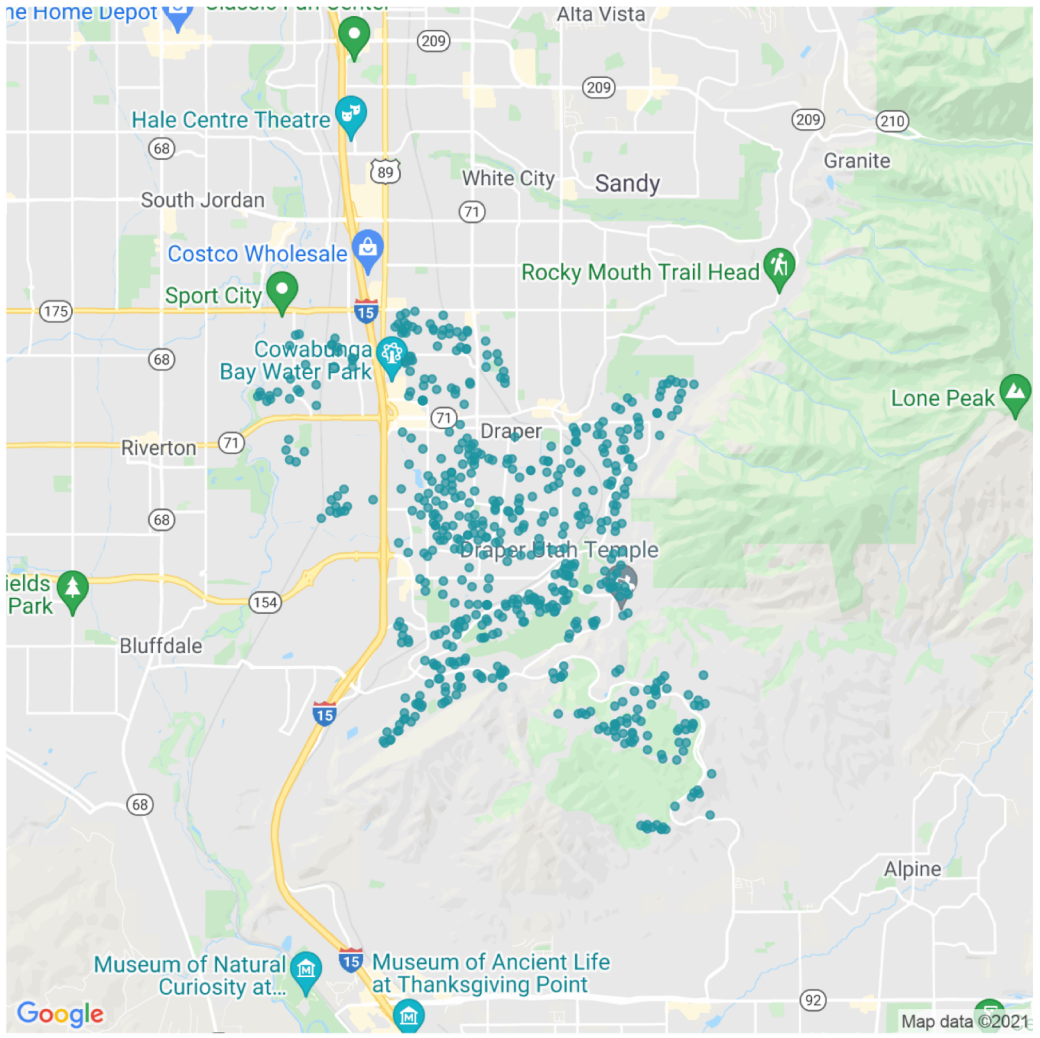
## FALL 2021 PARKS AND RECREATION COMMUNITY SURVEY



# SURVEY METHODOLOGY

## SAMPLING, MODE, & MARGIN OF ERROR

- *593* residents within the boundaries of Draper City participated in this online survey
- Interviews were collected from November 6-24, 2021
- Data have been *weighted to reflect population statistics from the U.S. Census* to ensure that the sample is representative of the City as a whole, specifically regarding *age*, *gender*, and *home ownership*
- Margin of error *+-4.0 percentage points*



# KEY FINDINGS

1. **Overall satisfaction with Draper parks and recreation facilities is high**
   - *Draper residents are highly satisfied with the provision of parks and rec facilities, with well over 80% of respondents saying they are satisfied. Respondents who are very physically active are more likely to say they are satisfied with parks and rec opportunities in the City.*

2. **Respondents use Draper trails and parks/facilities often, and they like having them close by**
   - *A majority of respondents, 55%, say they use Draper parks (or fields and rec facilities) a few times a month or more, and, cumulatively, around 70% respondents are using Draper parks at least once a month. Additionally, over 70% of respondents say having parks close to them is important.*
   - *Nearly 2/3 of respondents, 63%, say they use trails a few times a month or more, and, cumulatively, about 3/4 of respondents are using trails at least once a month. Most respondents, about 2/3, spent between 1 and 2 hours on trails when they use them.*

3. **Nearly all respondents say they are satisfied with arts and cultural events in Draper**
   - *Nearly 80% of respondents say Draper provides an adequate amount of arts and cultural events, and respondents particularly enjoy the Draper Days events. That said, participation in city programs is quite low, and respondents are interested in Draper City offering more concerts.*

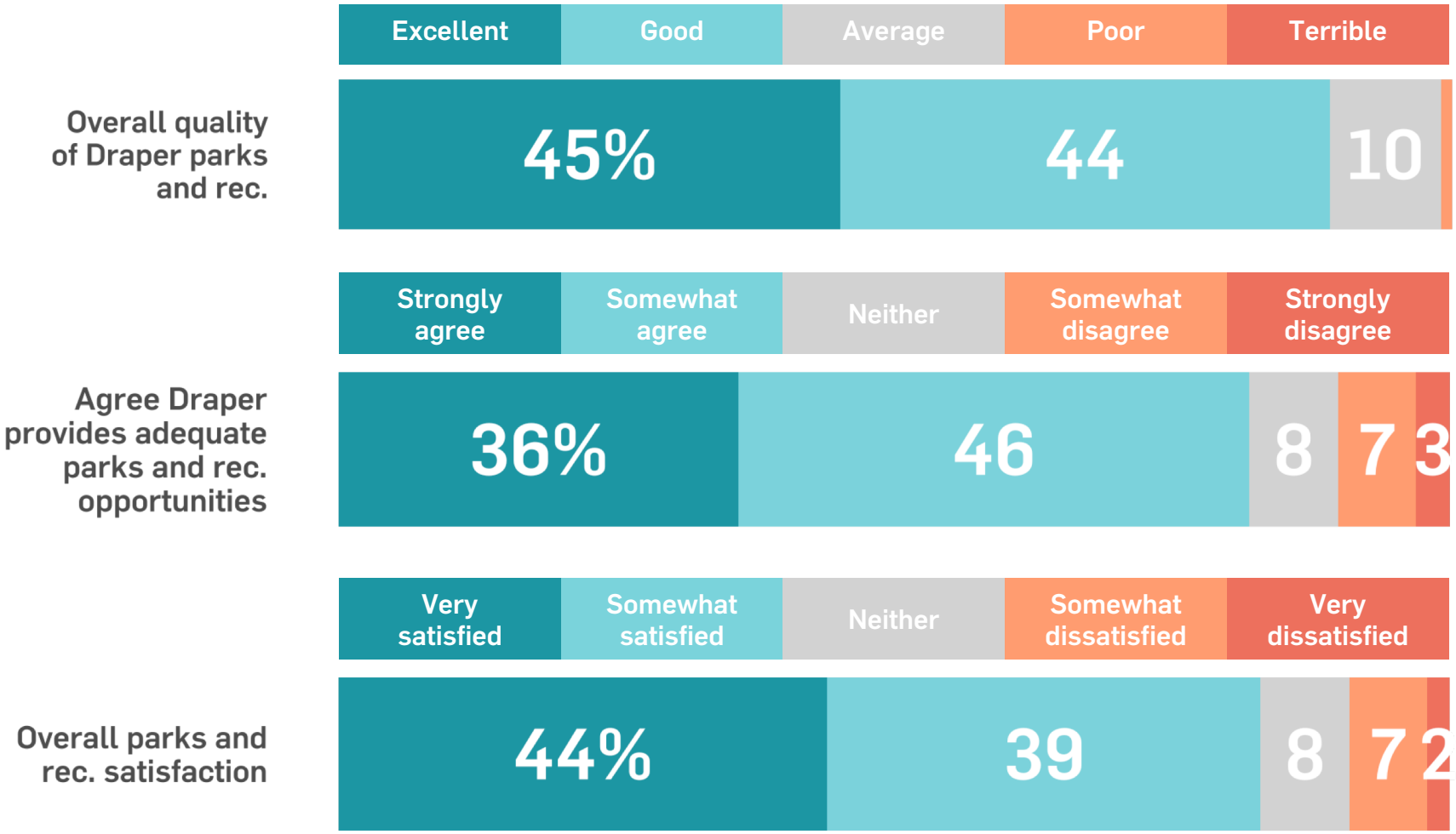
4. **Preserving natural space and improving recreational facilities has broad support among respondents**
   - *In terms of future development projects, purchasing and preserving more natural open space is the potential priority area that has the most support (around 1 in 5 respondents allocate some portion of their hypothetical budget to this initiative).*

5. **Most residents are willing to support parks and recreation funding measures**
   - *On average, respondents would be willing to pay $64 more per year in property taxes to fund parks and rec development and operation. Additionally, 77% of respondents are at least somewhat willing to pay a nominal annual usage fee to fund park maintenance and upgrades.*

# OVERALL PERCEPTIONS, LIFESTYLE TRENDS

# OVERALL SATISFACTION WITH PARKS AND REC IS HIGH

A solid majority of our respondents (around 85%) say that the quality of parks and recreation opportunities in Draper is good or excellent, that the city provides an adequate number of parks and recreational facilities, and they are satisfied with the programs and facilities provided. Those who are very physically active are more likely to find Draper parks and rec to be of high quality and satisfactory than those who are not.



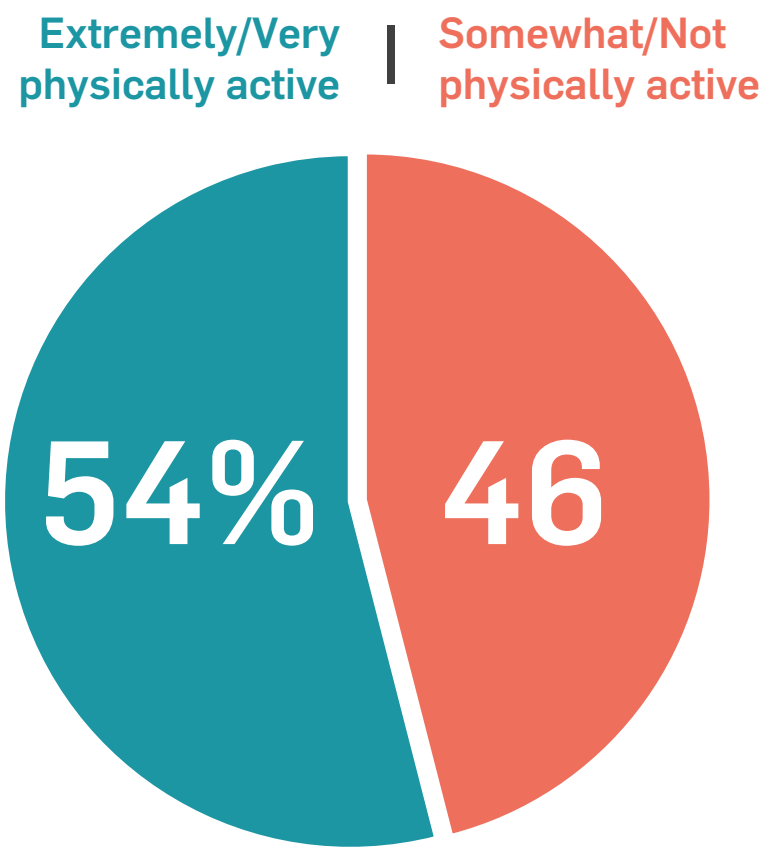

Those who are very physically active were **more likely to say the overall quality of Draper parks and rec is good** and say that they are **satisfied with it.** However, they were equally likely to say Draper **provides an adequate amount.**

Q: All things considered, how would you rate the overall quality of parks, trails, open spaces, and recreation facilities & programs in Draper City? (n = 581)
Q: Do you agree or disagree that Draper City currently provides an adequate number of parks, recreation, open spaces, and trails opportunities? (n = 527)
Q: How satisfied/dissatisfied are you with the overall value your household receives from parks, trails, open spaces, and recreational facilities and programs in Draper? (n = 515)

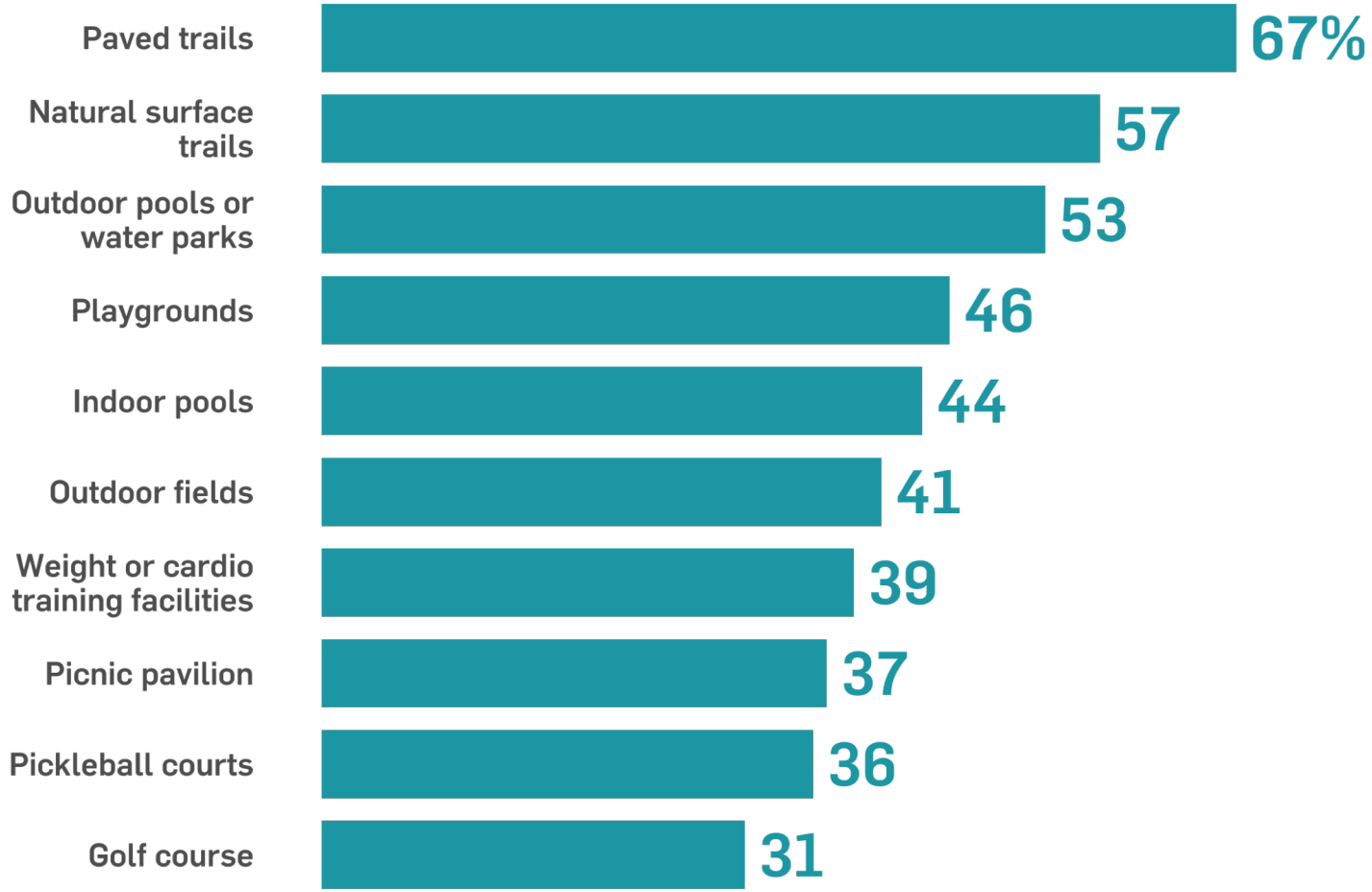
# TRAILS, POOLS, PLAYGROUNDS MOST UTILIZED

When asked their physical activity, 54% of respondents say they are "very" or "somewhat" active. The Draper City recreational facilities most utilized by respondents is trails, with 67% of respondents having used paved trails during the past year and 57% having used natural surface trails. Pools and playgrounds are also quite popular.

## Lifestyle/Physical Activity Level




## Recreational Facilities Used in Last 12 Months *(top 10)*

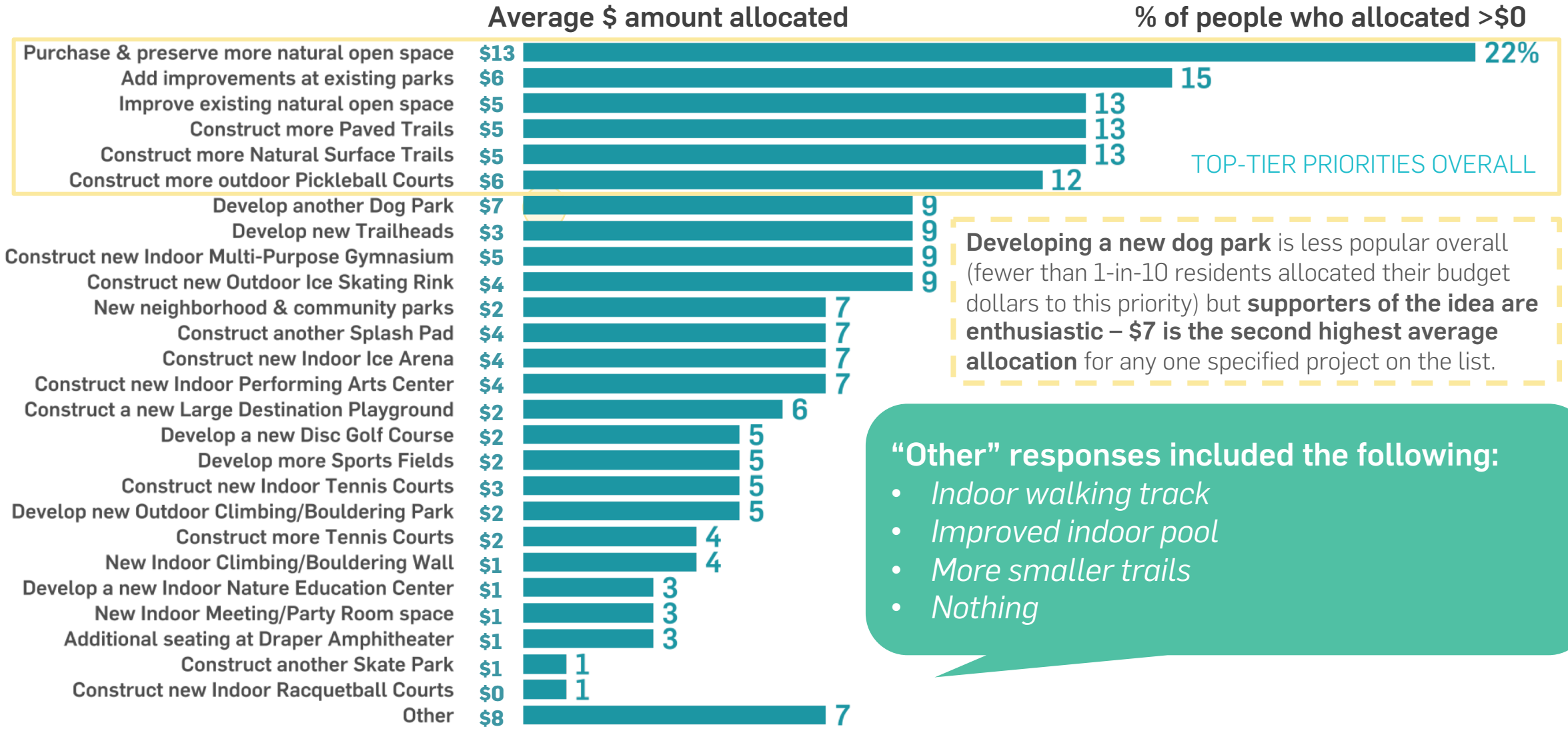



Q: "How would you rate your own lifestyle?" (n=576)

Q: "In the past 12 months, what types of recreation facilities, if any, have you or members of your household used or visited, whether in Draper or elsewhere? Select all that apply." (n=527)

# PURCHASING & PRESERVING NATURAL SPACE A PRIORITY

Purchasing and preserving more natural open space is the category in which respondents are most likely to allocate money, as well as the category that receives the highest average dollar allocation. Racquetball courts and skate parks are seen as lower priorities in terms of budget allocation.




**Developing a new dog park** is less popular overall (fewer than 1-in-10 residents allocated their budget dollars to this priority) but **supporters of the idea are enthusiastic – $7 is the second highest average allocation** for any one specified project on the list.

**"Other" responses included the following:**

- *Indoor walking track*
- *Improved indoor pool*
- *More smaller trails*
- *Nothing*

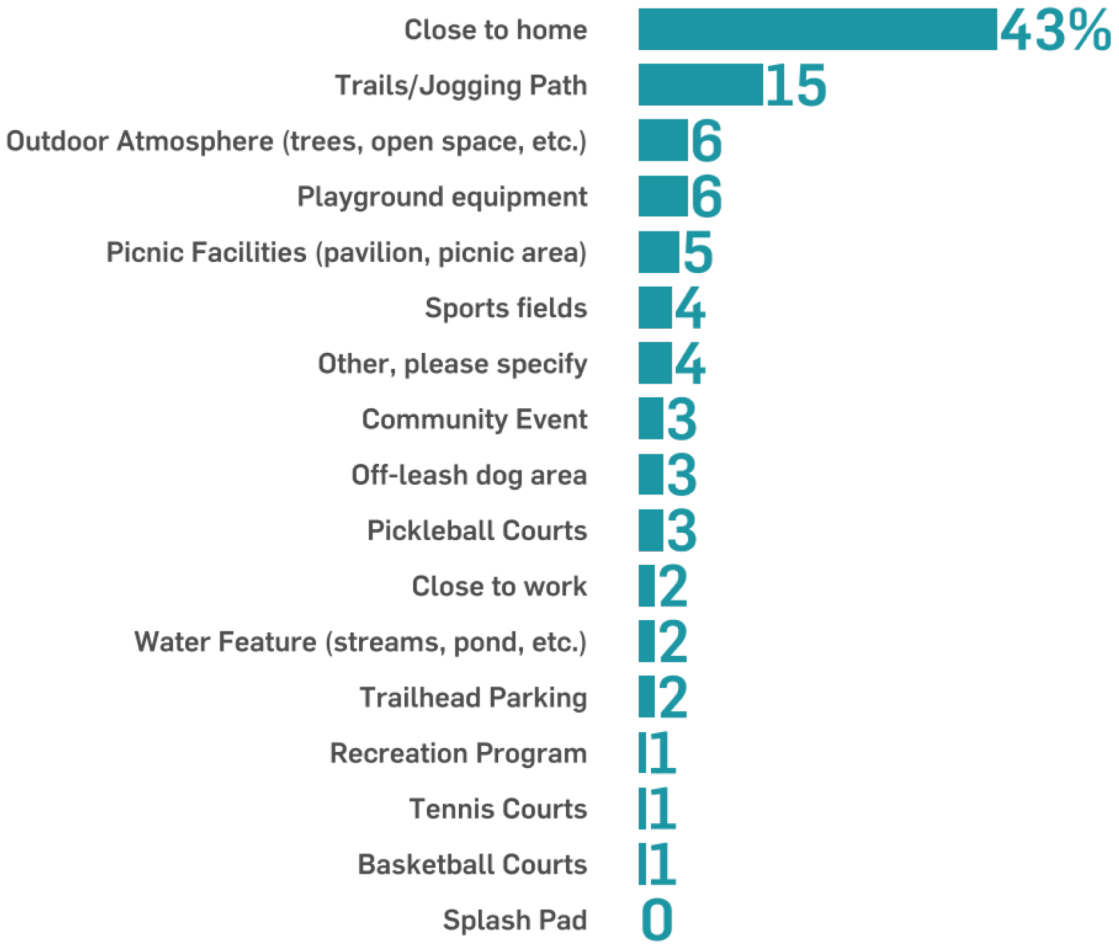
Q: Suppose you had $100 to spend on additional parks, facilities, or trails in Draper City boundaries. How would you divide your $100 among the various projects that could be funded? You may spend the $100 all in one category or divide it up as you please, but the total must be $100.

# CURRENT PARK TRENDS, FEELINGS

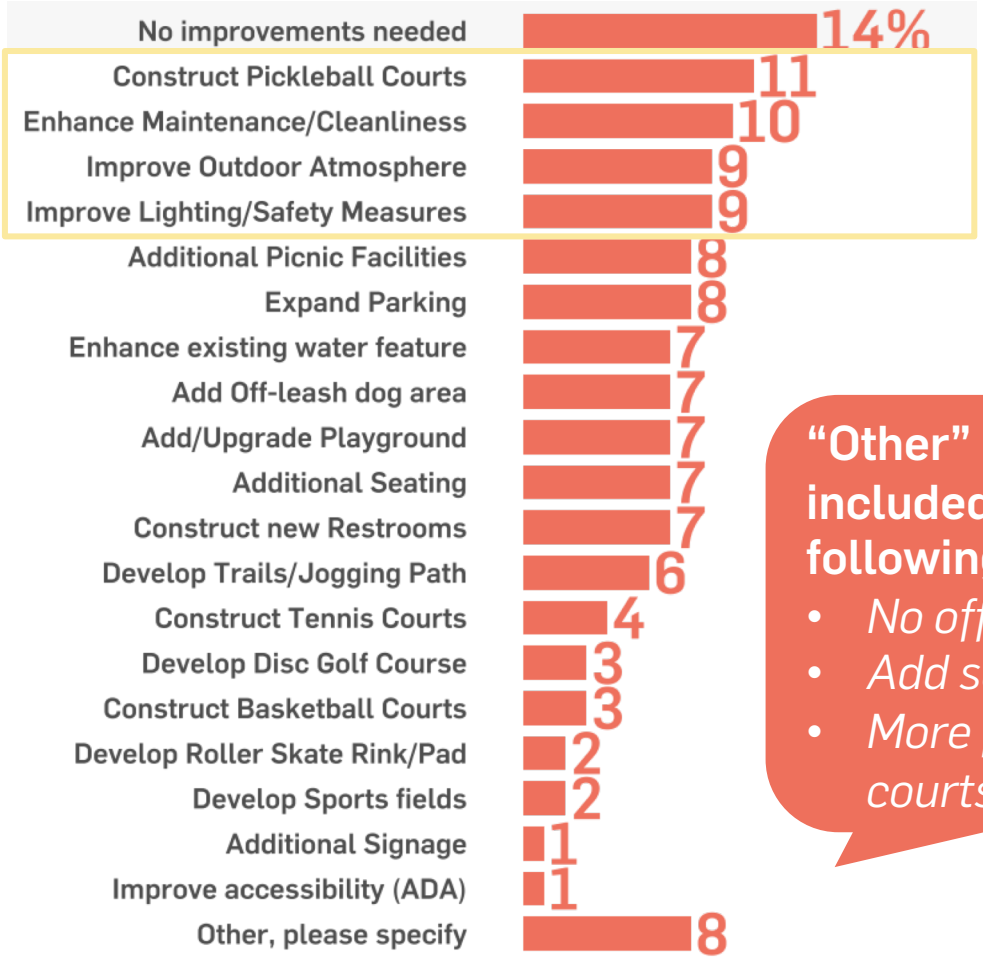
# PARKS CLOSE TO HOME ARE MOST IMPORTANT

Being close to home is by far the most important reason that Draper residents frequent their most used park. Using the trails/jogging paths is a less common, albeit significant reason. When it comes to improving their most frequented park, a plurality of respondents (14%) say that no improvements are needed. Among those who do see a need for improvement, the most common requests made include constructing pickleball courts, enhancing maintenance and atmosphere, and improving lighting.

## Why residents use their favorite park




## Wanted improvements




**"Other" responses included the following:**

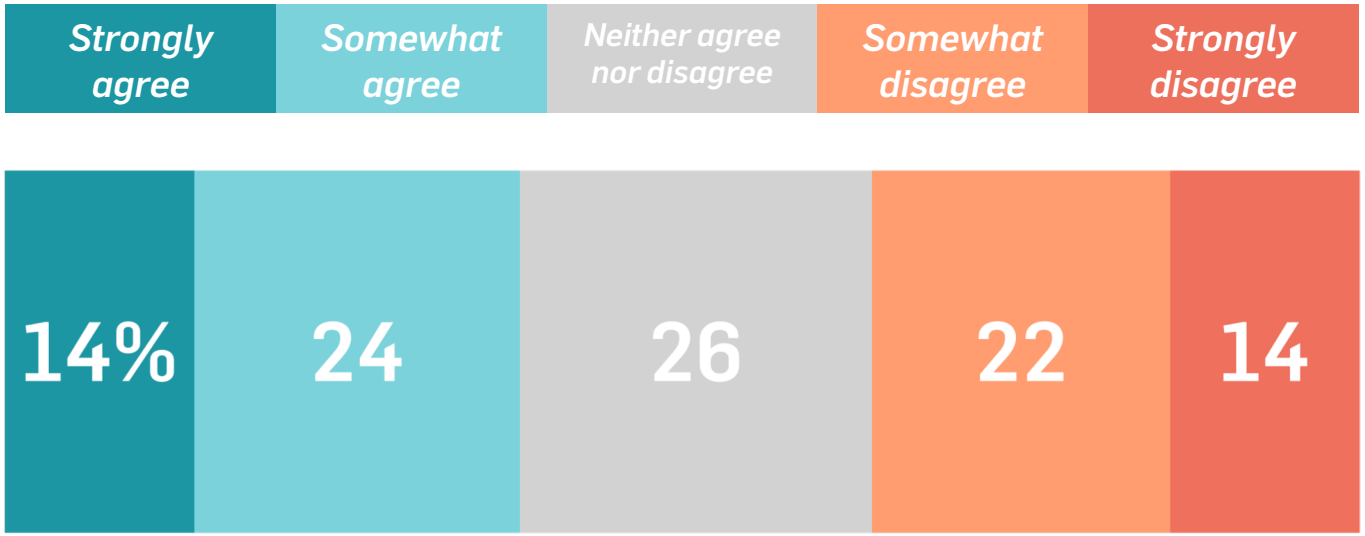
- *No off-leash dogs*
- *Add soccer goals*
- *More pickleball courts*

Q: What is the most important reason that you use _____ most often? (n = 420)
Q: What improvements, if any, should be made to _____? Select up to five. (n = 399)

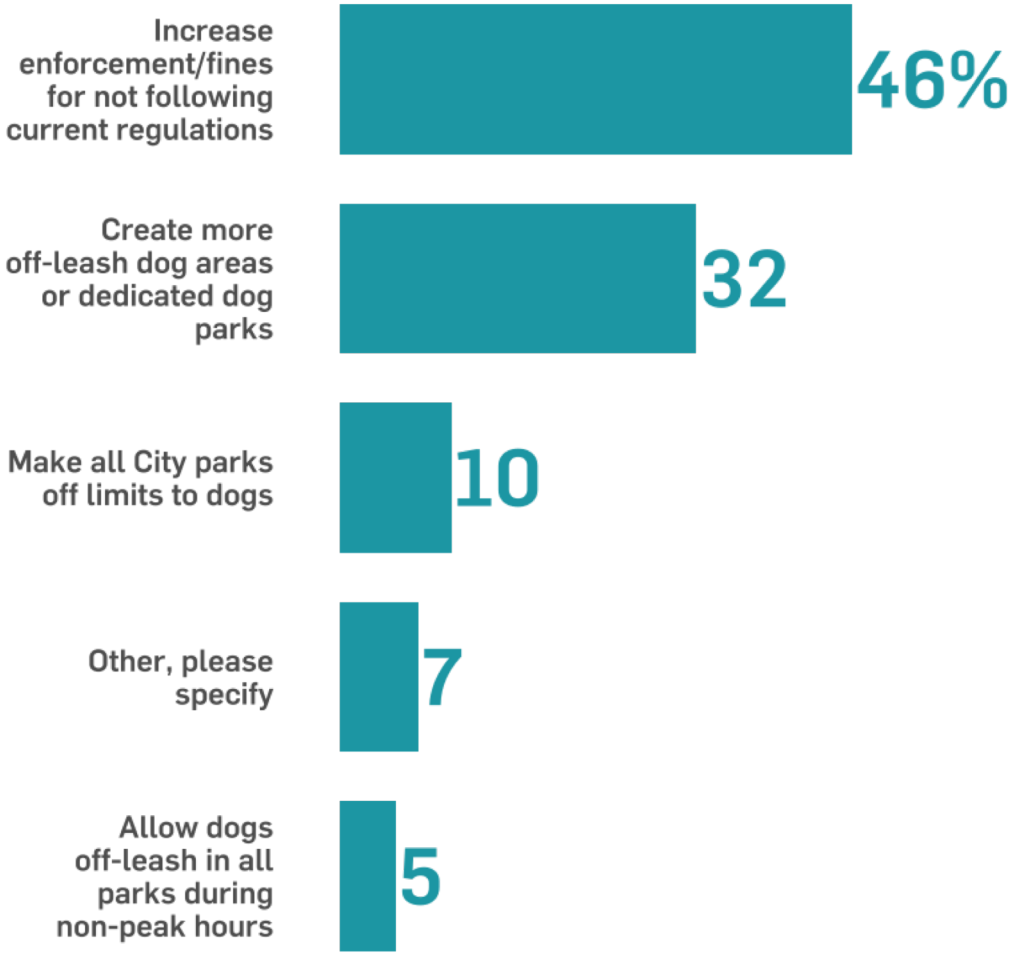
# RESIDENTS WANT TO INCREASE FINES FOR DOG USERS

Residents are divided about whether dogs and their owners cause conflicts in parks and trails. Among those who express concern, nearly half prefer to resolve conflicts by increasing enforcement/fines . Just under a third say they prefer to create more off-leash dog areas and dedicated dog parks.

## "Dogs and their owners cause conflict with other users in Draper parks and open spaces"




## Solutions for resolving dog/owner conflict



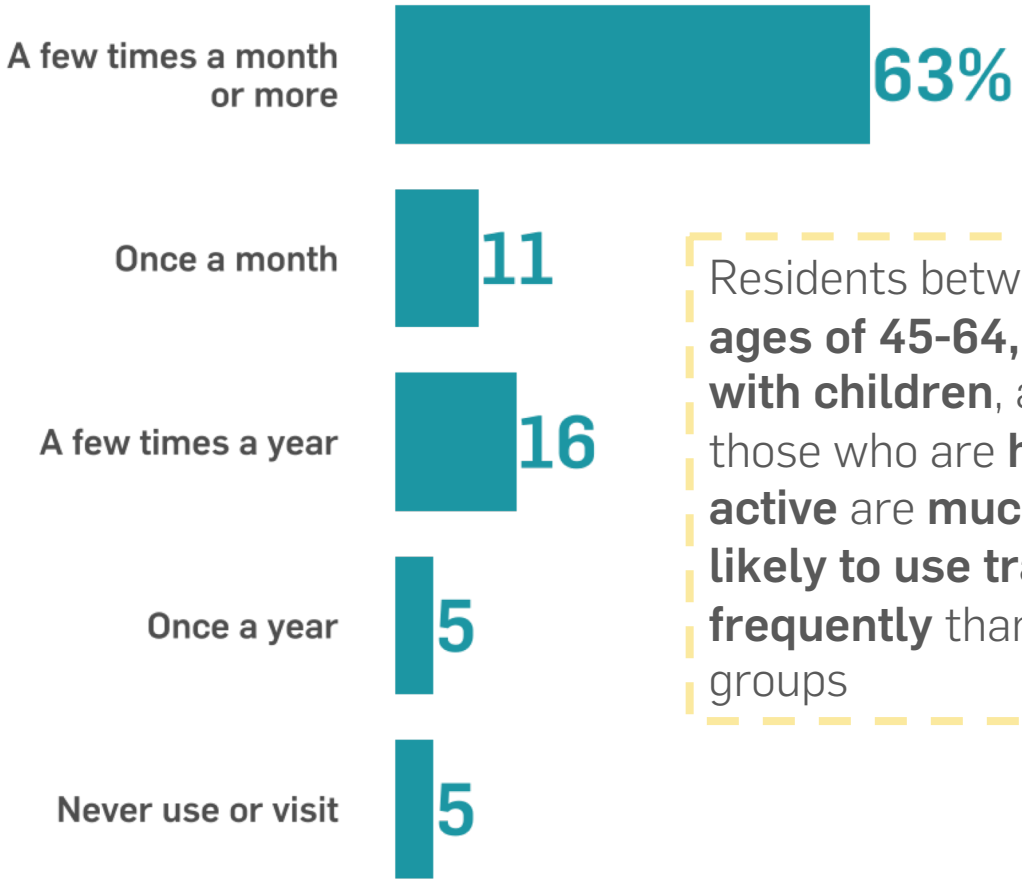

Q: To what extent do you agree or disagree with the following statement? Dogs and/or their owners often cause conflicts with other users in Draper parks and open spaces. (n = 427)
Q: How would you most prefer Draper City to resolve the conflicts between dogs and/or their owners and other park and open space users? (n = 162)

# TRAILS

# MOST RESIDENTS USE TRAILS REGULARLY

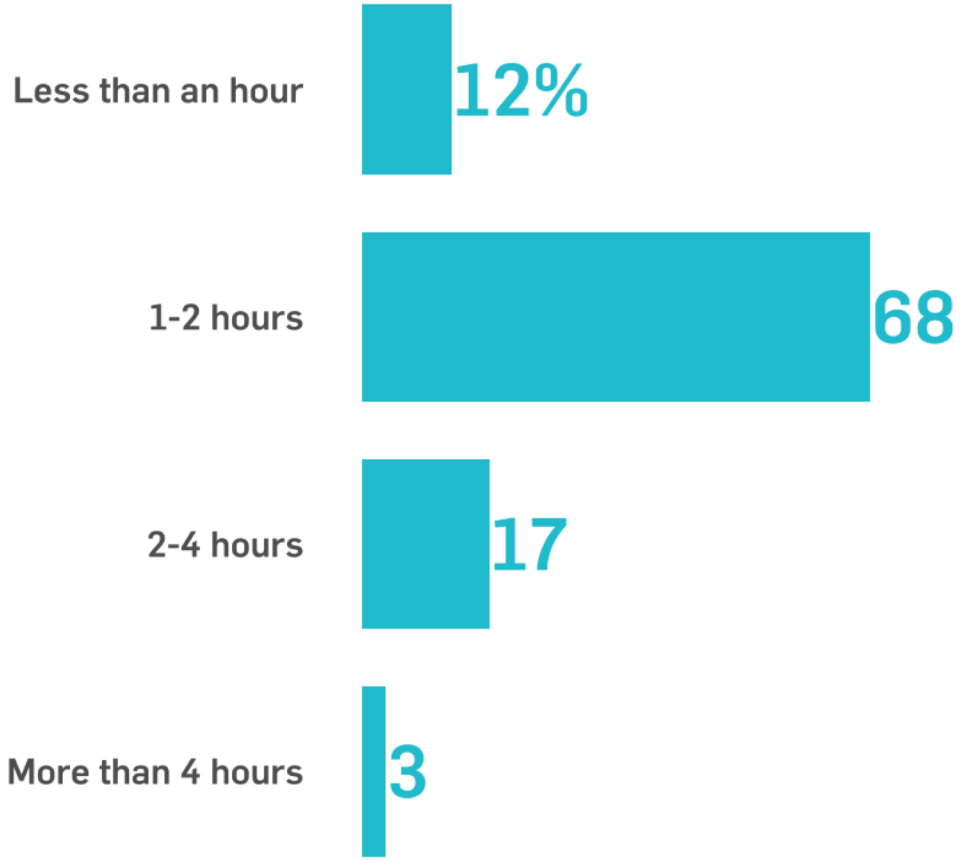
The majority (63%) of Draper residents use City trails a few times a month or more. Only 5% never use or visit City trails. Among those who do use City trails, the vast majority of residents spend 1-2 hours on the trails per visit, and only 12% typically spend less than per visit.

## Frequency of trail use




Residents between the **ages of 45-64, those with children**, and those who are **highly active** are **much more likely to use trails frequently** than other groups

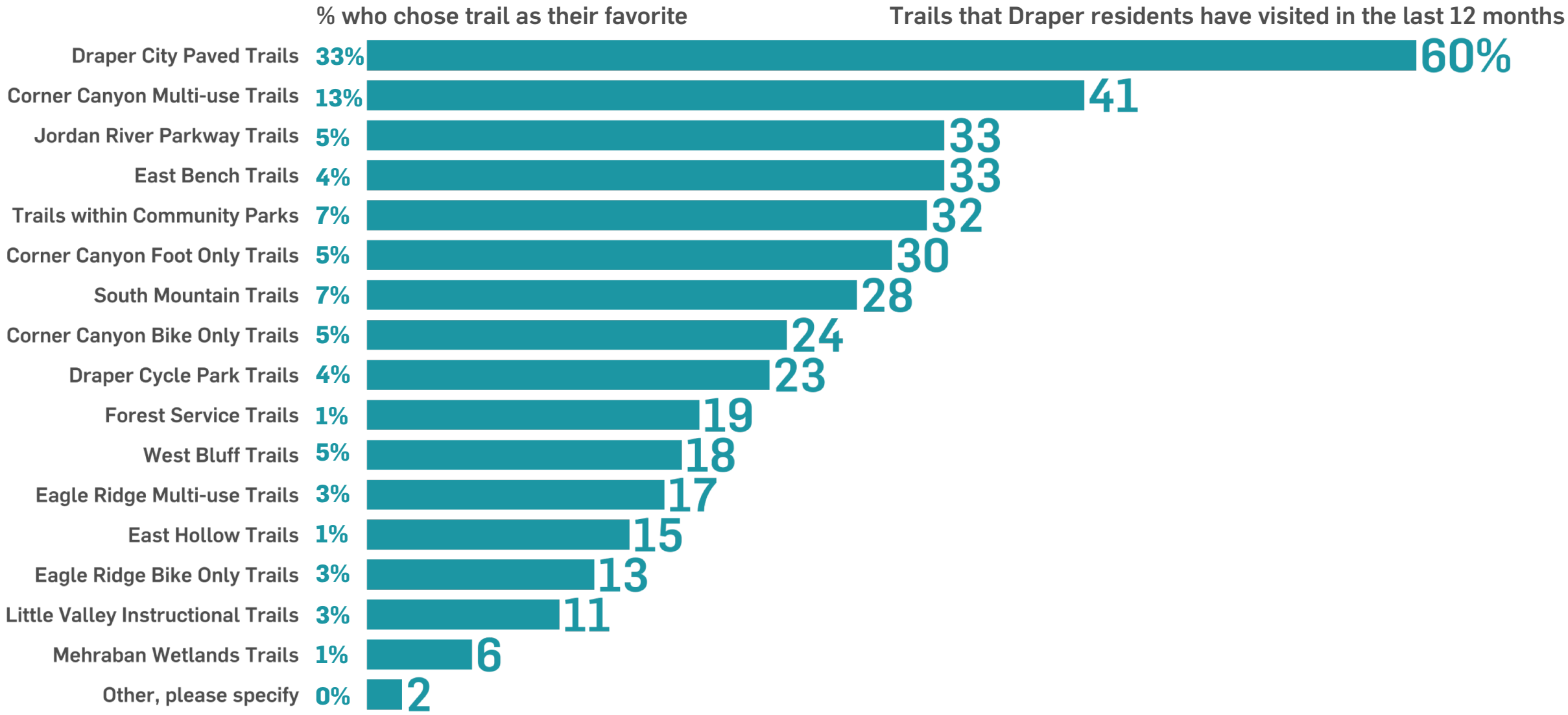
## Length of visit to trails




Q: How often do you or members of your household use trails in Draper City? (n = 521)
Q: How long do you typically spend on the trails per visit? (n = 498)

# DRAPER CITY PAVED TRAILS MOST VISITED TRAILS

Draper City Paved Trails is by far the most visited trail system in Draper City, utilized by 60% of residents. Corner Canyon Multi-use Trails are also quite popular. By comparison, the Mehraban Wetlands Trails are the least popular of the City trails, utilized by only 6% of residents.

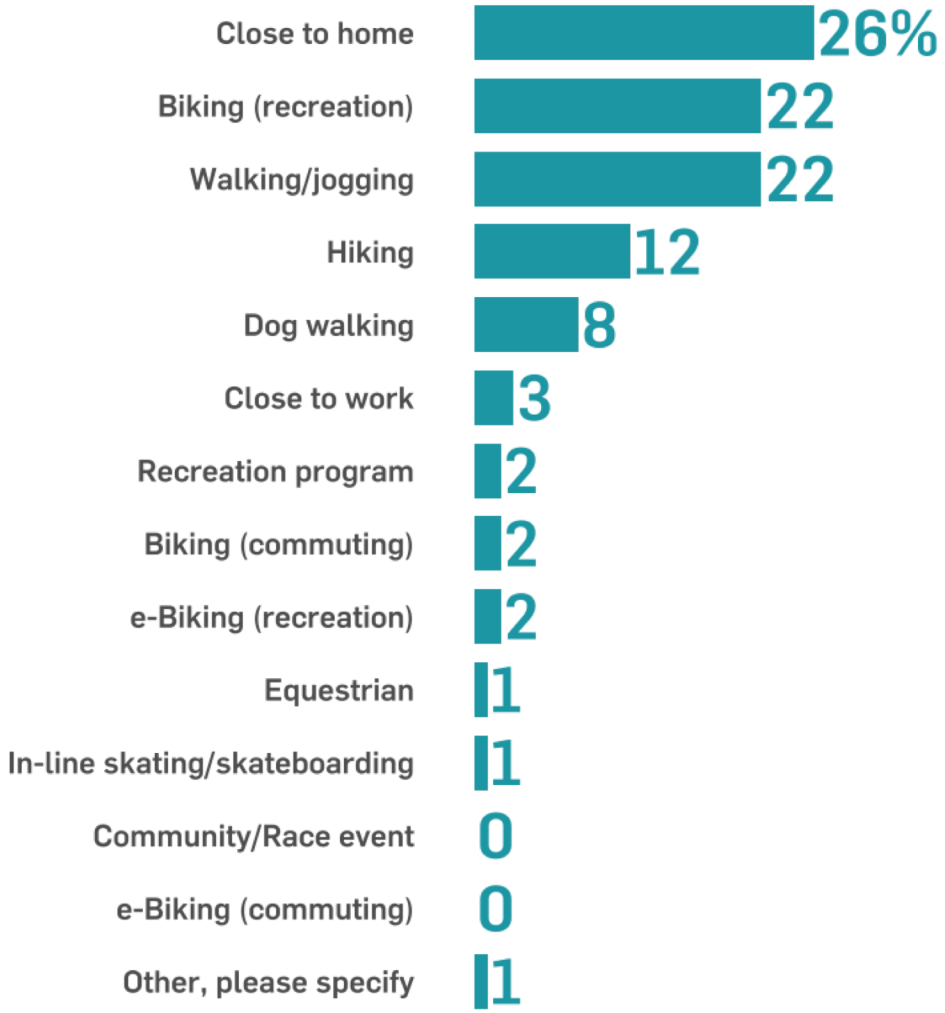



Q: In the past 12 months, which Draper City trails have you or members of your household used or visited? Select all that apply. (n = 479)

# RESIDENTS PREFER TRAILS THAT ARE CLOSE TO HOME

A plurality of Draper residents use their favorite trail because it is close to home. Another significant proportion of residents use their favorite trail for recreational biking and walking/jogging. In terms of improving Draper trails, residents most commonly want more dog trails, restrooms, and paved trails.

## Why residents use their favorite trail




## Desired Improvements

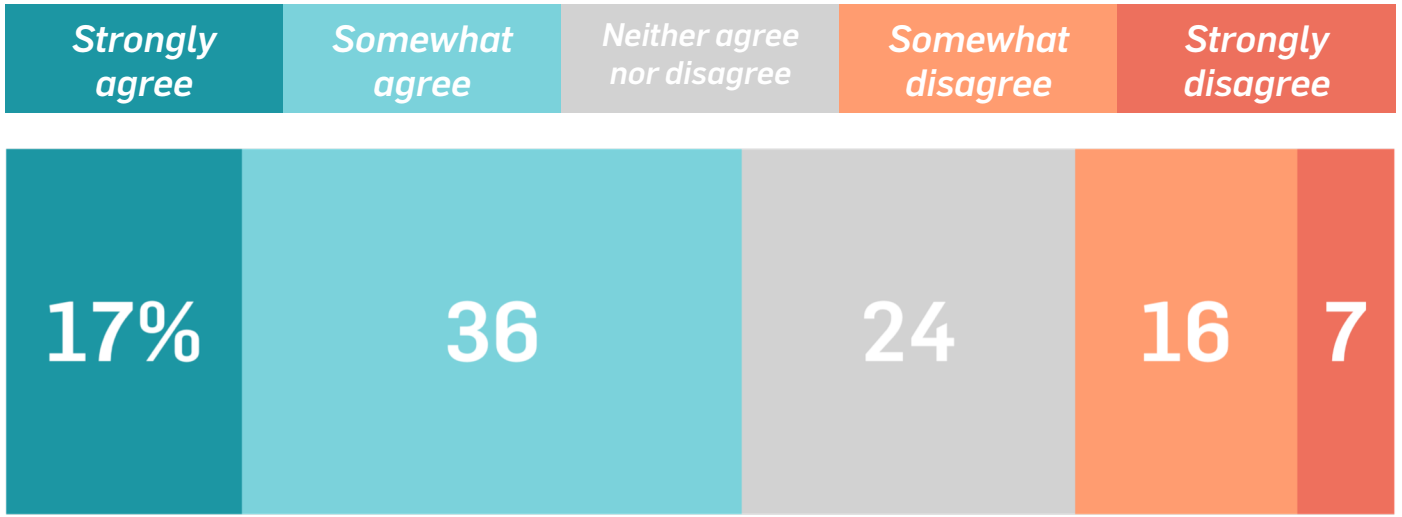



Q: What is the most important reason why you use _____ most often? (n = 474)
Q: Which, if any, of the following improvements should be made to trails and trailheads in Draper City? Select up to three. (n = 443)

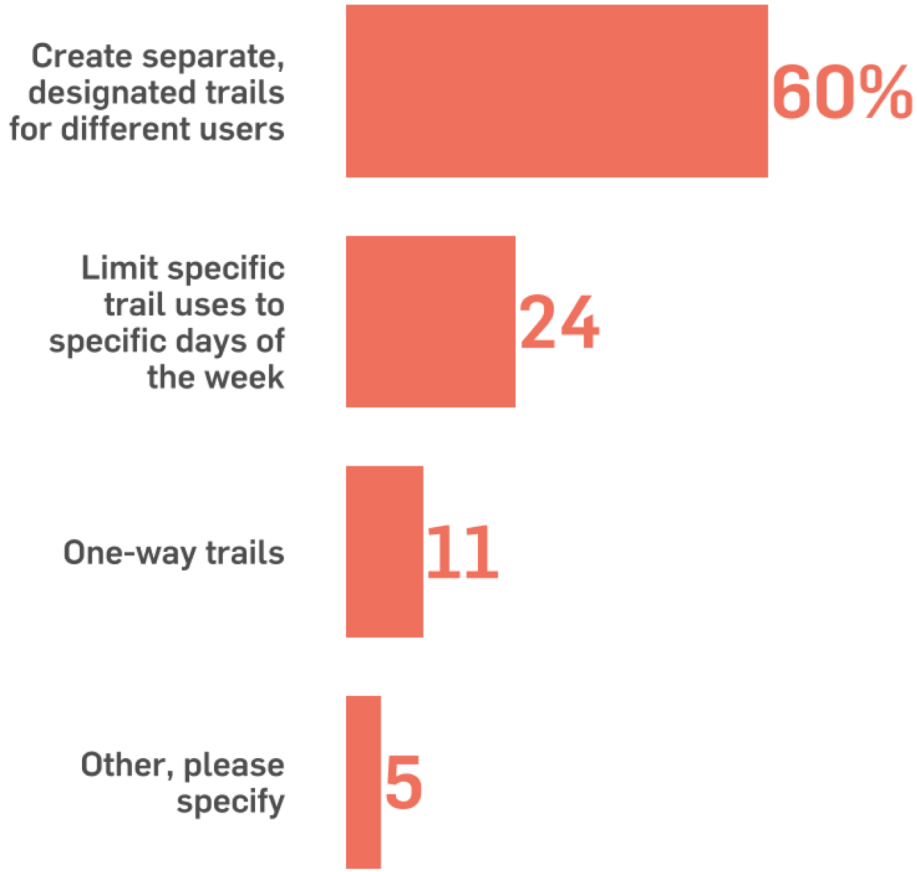
# RESIDENTS WANT SEPARATE TRAILS FOR DIFFERENT USES

Just over half of Draper residents agree that the various groups of trail users often conflict with one another. Among those who express concern, the majority prefer to solve this problem by creating separate, designated trails for the different user groups. Another common, albeit less popular solution would be to limit specific trail uses to certain days.

## "Various user groups on Draper open space trails often cause conflict with one another"




## Solutions for resolving various user group conflict




Q: To what extent do you agree or disagree with the following statement? Various user groups (e.g., cyclists, runners/joggers, walkers/hikers, equestrian users, dogs/their owners) on Draper open space trails often conflict with one another. (n = 457)
Q: How would you most prefer Draper to resolve the conflicts between trail user groups? (n = 223)

# ARTS & RECREATION PROGRAMS

# MOST ARE CONTENT WITH ARTS & CULTURAL EVENTS

The overwhelming majority of respondents (almost 80%) said the city provides an appropriate number of arts and cultural events. Only 18% said there were “not enough” and 4% said their were “too many.” Recent move-ins and older residents are more likely to say there are not enough arts and cultural events.



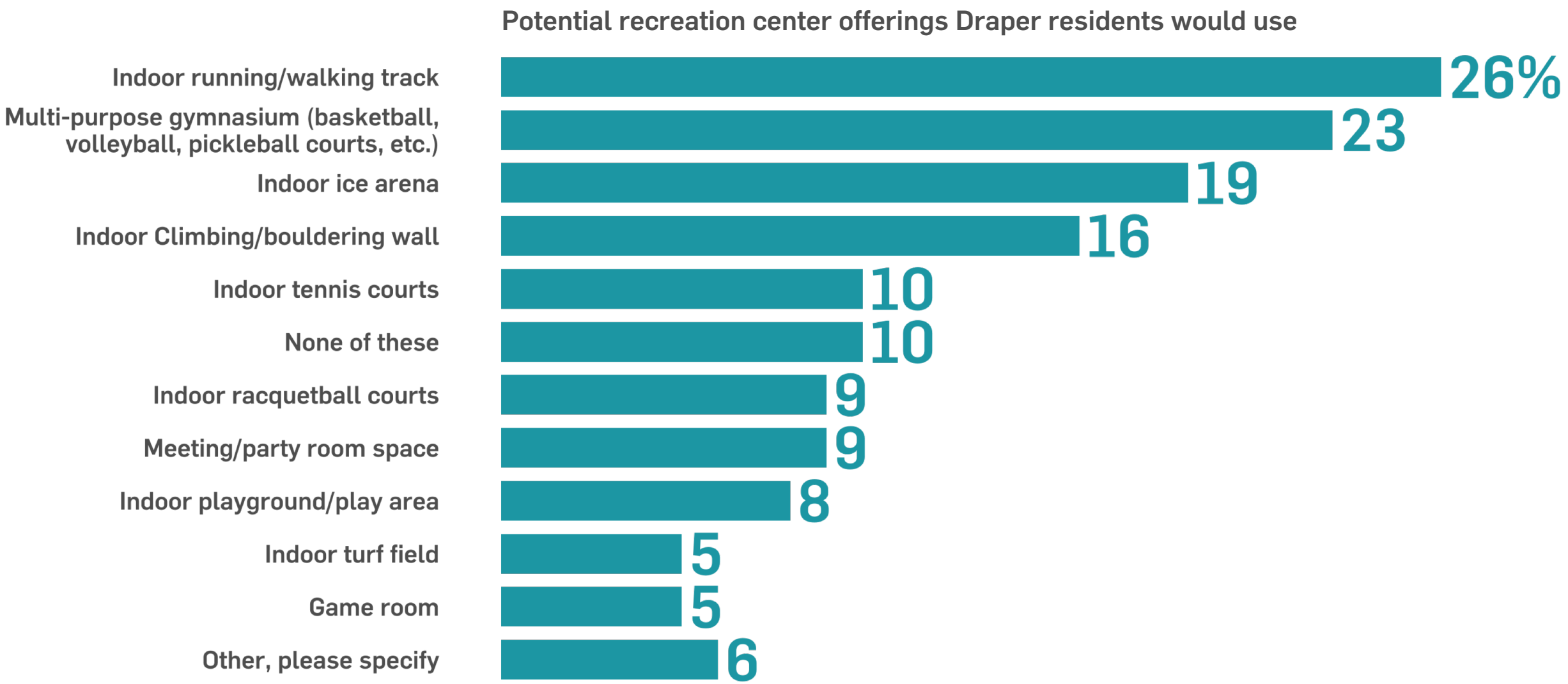

Recent move-ins (5 years or less) are more likely to say there are not enough arts and cultural events in Draper than those who have lived in Draper more than 5 years

Older residents are also more likely to say there are not enough arts and cultural events in Draper than younger residents

Q: " Which of the following best describes your opinion about arts and cultural events in Draper?" (n=408)

# RESIDENTS WOULD USE INDOOR TRACK, GYMNASIUM

When asked about indoor facilities they or members of their household would use, a plurality of Draper residents express interest in using an indoor running/walking track. An almost equal proportion say they would make use of a multi-purpose gymnasium. Few individuals express interest in using an indoor turf field or game room.

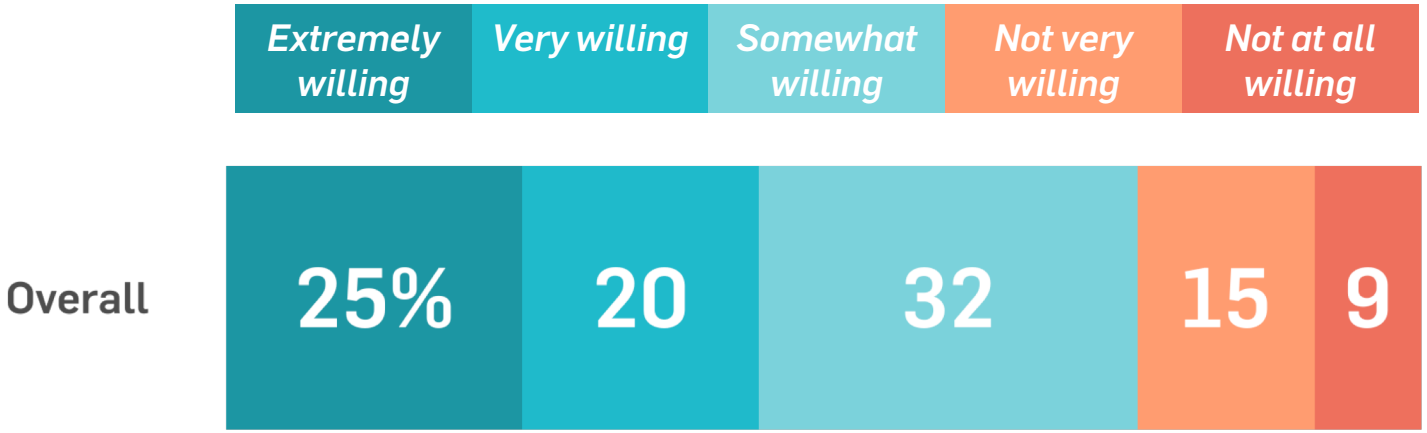



Q: If Draper City were to build an indoor recreation facility, which of the following offerings would you or members of your household use? Select all that apply.

# FUNDING PARKS & RECREATION PRIORITIES

# MAJORITY WILLING TO PAY MONTHLY $5 USE FEE

The vast majority of respondents (77%) say they are at least somewhat willing to pay a monthly $5 use fee to fund maintenance and upgrades to existing facilities. Twenty-five percent say they are "very willing." Households with children, and middle-aged and senior respondents are more likely to say they are willing to pay the use fee.




**% Extremely + Very willing to pay use fee**

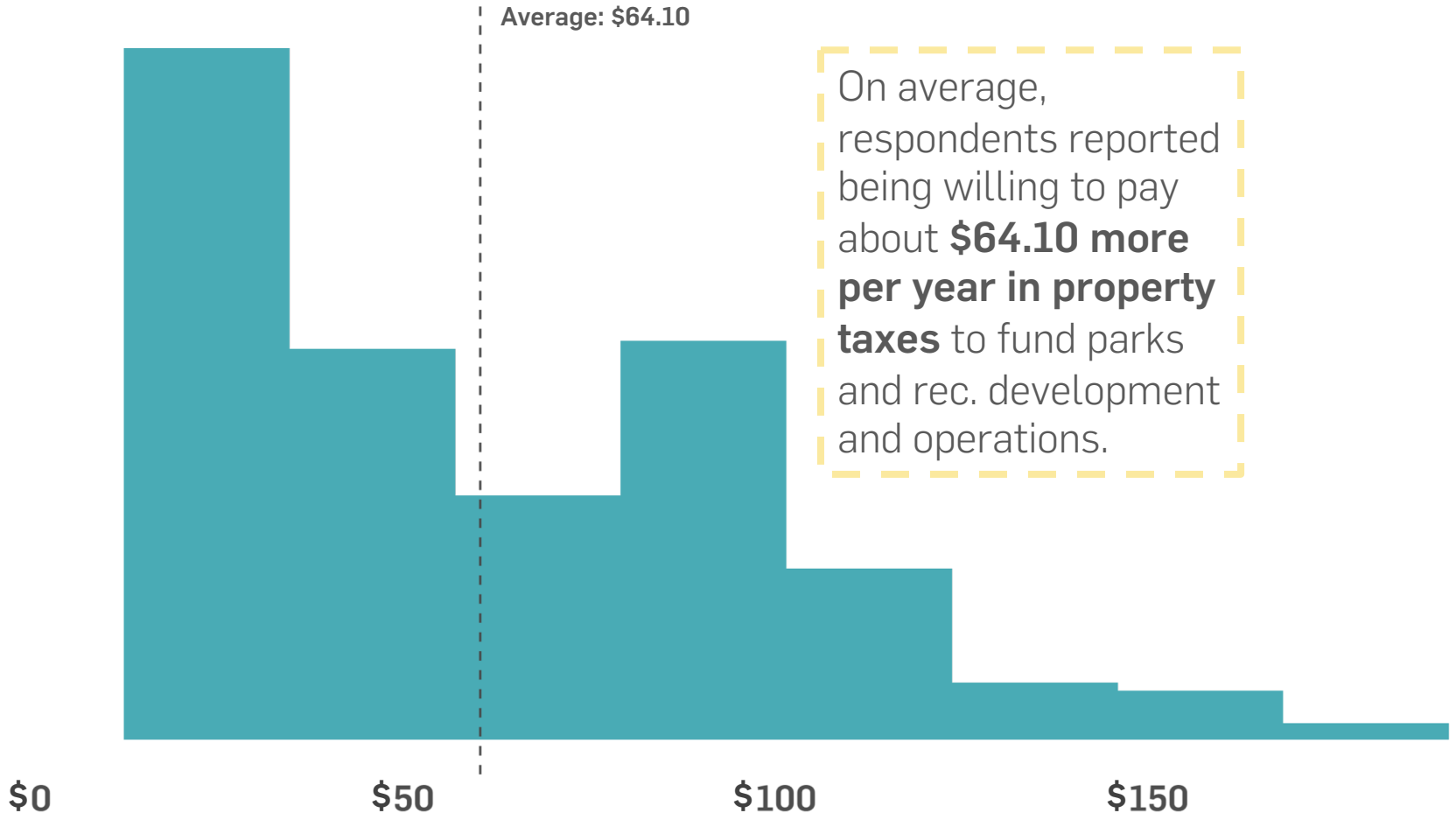
| | | |
|---|---|---|
| Sex | Men | 48% |
| | Women | 41 |
| Age range | 18-34 | 44 |
| | 35-44 | 44 |
| | 45-54 | 49 |
| | 55-64 | 41 |
| | 65+ | 62 |
| Household | Has children | 47 |
| | No children | 34 |
| Physical activity | Very active | 50 |
| | Not very active | 41 |

Q: "Please indicate how willing you would be to pay a monthly usage fee of $5 that would fund maintenance and upgrades to existing parks, facilities, and trails in Draper." (n=391)

# OLDER RESIDENTS, PARENTS MORE WILLING TO PAY

On average, respondents would be willing to pay $64 more per year in property taxes to fund parks and recreation development and operation. Men, middle-aged respondents and those with children in their household are willing to pay more than average by a few dollars per year.

## Amount extra willing to pay per year




On average, respondents reported being willing to pay about **$64.10 more per year in property taxes** to fund parks and rec. development and operations.

## Avg. amount by various demographic factors

| | | |
|---|---|---|
| Sex | Men | $63.80 |
| | Women | $56.90 |
| Age range | 18-34 | $22.90 |
| | 35-44 | $68.60 |
| | 45-54 | $72.70 |
| | 55-64 | $52.30 |
| | 65+ | $42.10 |
| Household | Has children | $66.70 |
| | No children | $51.60 |
| Physical activity | Very active | $63.40 |
| | Not very active | $54.10 |

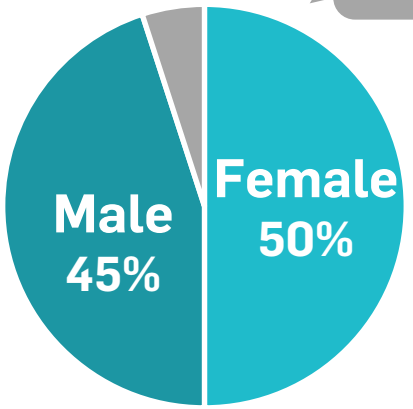
Q: "What is the maximum amount of additional annual property taxes you would be willing to pay to fund the development and operations of the types of parks, trails, open space, and recreation facilities that are most important to you and members of your household?" (n=365)

# DEMOGRAPHIC DISTRIBUTIONS

## Gender

N = 549

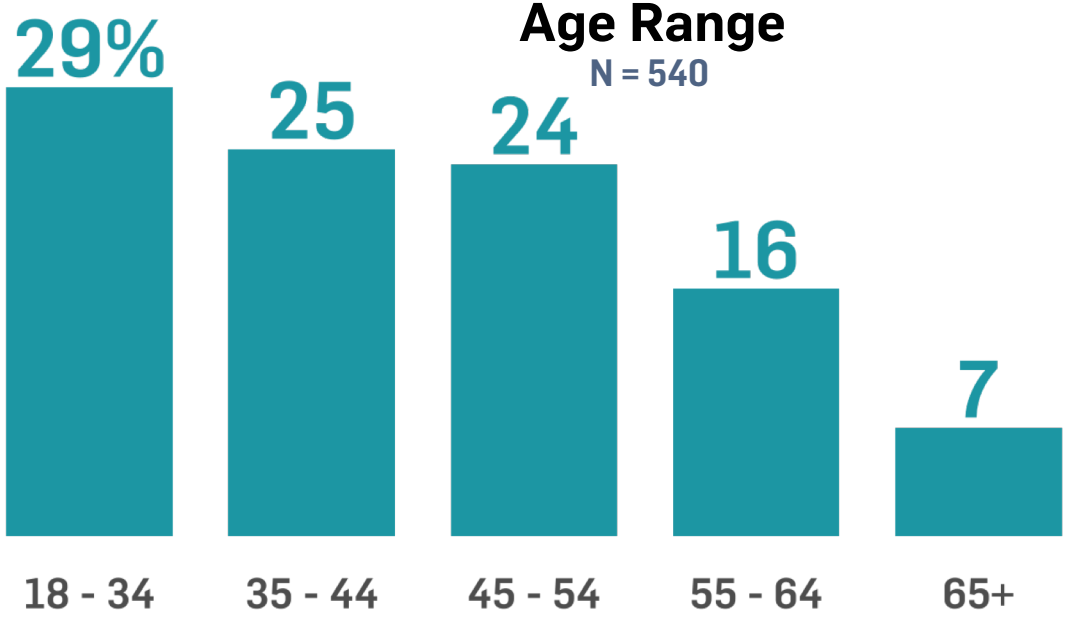
Non-binary 1%
Prefer not to say 4




| | Census Estimate |
|---|---|
| Men | 51% |
| Women | 49 |

## Age Range

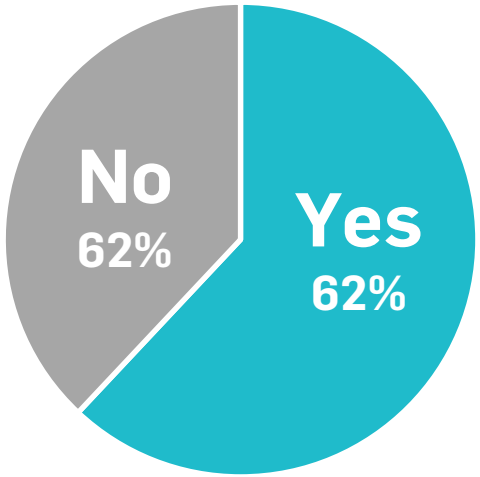
N = 540




| | Census Estimate |
|---|---|
| 18-34 | 30% |
| 35-44 | 24 |
| 45-54 | 21 |
| 55-64 | 13 |
| 65+ | 11 |

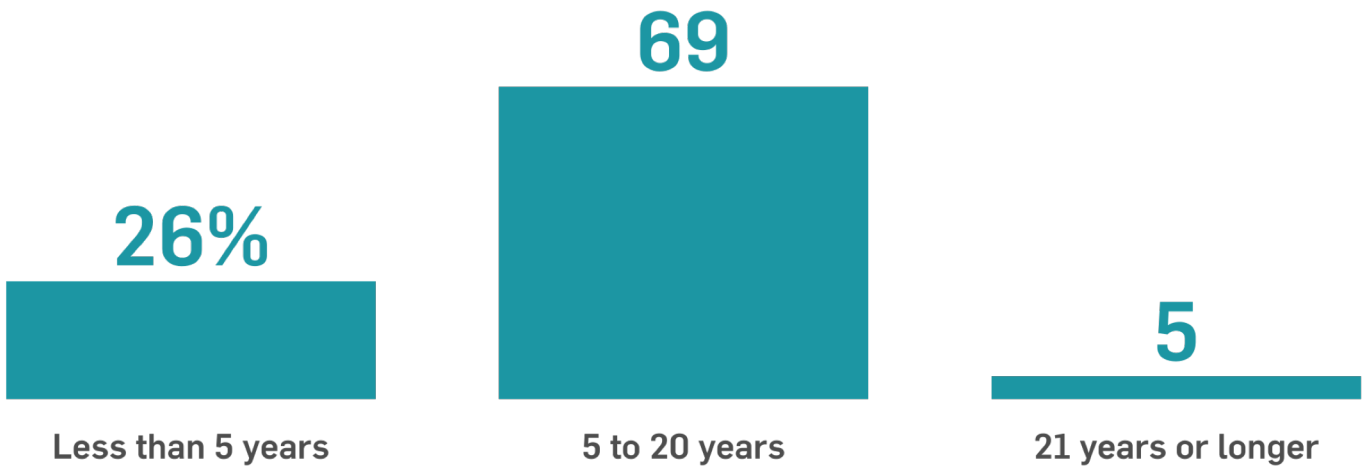
## Has Children in Household

N = 580




## Time lived in Draper City

N = 593






Kyrene Gibb, Scott Riding, & Kelly Patterson, Ph.D.
y2analytics.com | (801) 406-7877

# MEMO

To: City Council Meeting
From:
CC:
Date: January 18, 2022
Re:

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ATTACHMENTS:

| Description | Upload Date | Type |
| --- | --- | --- |
| R-22-03 | 1/12/2022 | Cover Memo |

# RESOLUTION NO. 22-03

## A RESOLUTION APPOINTING CORINA PACE AS A MEMBER OF THE DRAPER CITY HISTORIC PRESERVATION COMMISSION

**WHEREAS**, the Draper City Council established the Draper City Historic Preservation Commission for the purpose of preserving the historical heritage of the city; and

**WHEREAS**, the Council recognizes the importance of preserving the history of the community for future residents; and

**WHEREAS,** Corina Pace volunteered to serve as a member of the Historic Preservation Commission.

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

**Section 1. Appointment.** Corina Pace is hereby appointed to serve as a member of the Draper City Historic Preservation Commission according to the laws, ordinances, and regulations governing the Commission and its members for the term specified herein.

| | |
|---|---|
| Corina Pace | January 18, 2022, to January 30, 2026 |

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

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

**PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, ON THIS 18TH DAY OF JANUARY, 2022.**

DRAPER CITY

_____
Mayor Troy K. Walker

ATTEST:

_____
Laura Oscarson, CMC, City Recorder

| VOTE TAKEN: | YES | NO |
|---|---|---|
| Councilmember Green | _____ | _____ |
| Councilmember T. Lowery | _____ | _____ |
| Councilmember F. Lowry | _____ | _____ |
| Councilmember Roberts | _____ | _____ |
| Councilmember Vawdrey | _____ | _____ |
| Mayor Walker | _____ | _____ |

**ORDINANCE NO. 1521**

**AN ORDINANCE OF DRAPER CITY AMENDING THE TEXT OF THE LAND USE AND DEVELOPMENT CODE OF THE DRAPER CITY MUNICIPAL CODE RELATING TO AMENDING THE VISTA 600 WEST MASTER AREA PLAN TSD SUB-ZONE DESIGNATIONS MAP.**

**WHEREAS**, Utah State law grants to Draper City the authority to regulate uses of property by zoning districts; and

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

**WHEREAS**, the Vista 600 West Master Area Plan was adopted on March 6, 2018 and the applicant is now proposing changes to he adopted Vista 600 West Master Area Plan, including the TSD sub-zone designations map.

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

**WHEREAS**, the City Council of Draper City adopted the Land Use and Development Code to guide development within the City Boundaries; and

**WHEREAS**, the City Council of Draper City finds good cause to revise the terms and provisions of the Land Use and Development Code regarding TSD sub-zone designations map for the Vista 600 West Master Area Plan area; and

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

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

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

**Section 1. Findings.** The City Council of Draper City has made the following findings that the proposed text amendment regarding the Land Use and Development Code in regards to the TSD sub-zoned designation map for the Vista 600 West Master Area

Plan: 1. The proposed amendment is consistent with goals, objectives and policies of the city's general plan. 2. The proposed amendment furthers the specific purpose statements of the zoning ordinance. 3. The proposed amendment is appropriate given the context of the request and there is sufficient justification for a modification to the zoning ordinance. 4. The proposed amendment will not create a conflict with any other section or part of this title or the general plan. 5. The potential effects of the proposed amendment have been evaluated and determined not to be detrimental to public health, safety, or welfare and represents an overall community benefit. 6. The proposed text amendment implements best current, professional practices of urban planning, design, and engineering practices.

**Section 2.** **Revision.** Section 9-14-110 of the Land Use and Development Code of the Draper City Municipal Code are hereby revised to read as set forth in Exhibit A.

**Section 3.** **Severability.** If any section, part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance, and all sections, parts and provisions of this Ordinance shall be severable.

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

**PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, ON THE _____DAY OF_____, 2022.**

**DRAPER CITY**

_____

**Mayor Troy K. Walker**

**ATTEST:**

_____

**Laura Oscarson, CMC, City Recorder**

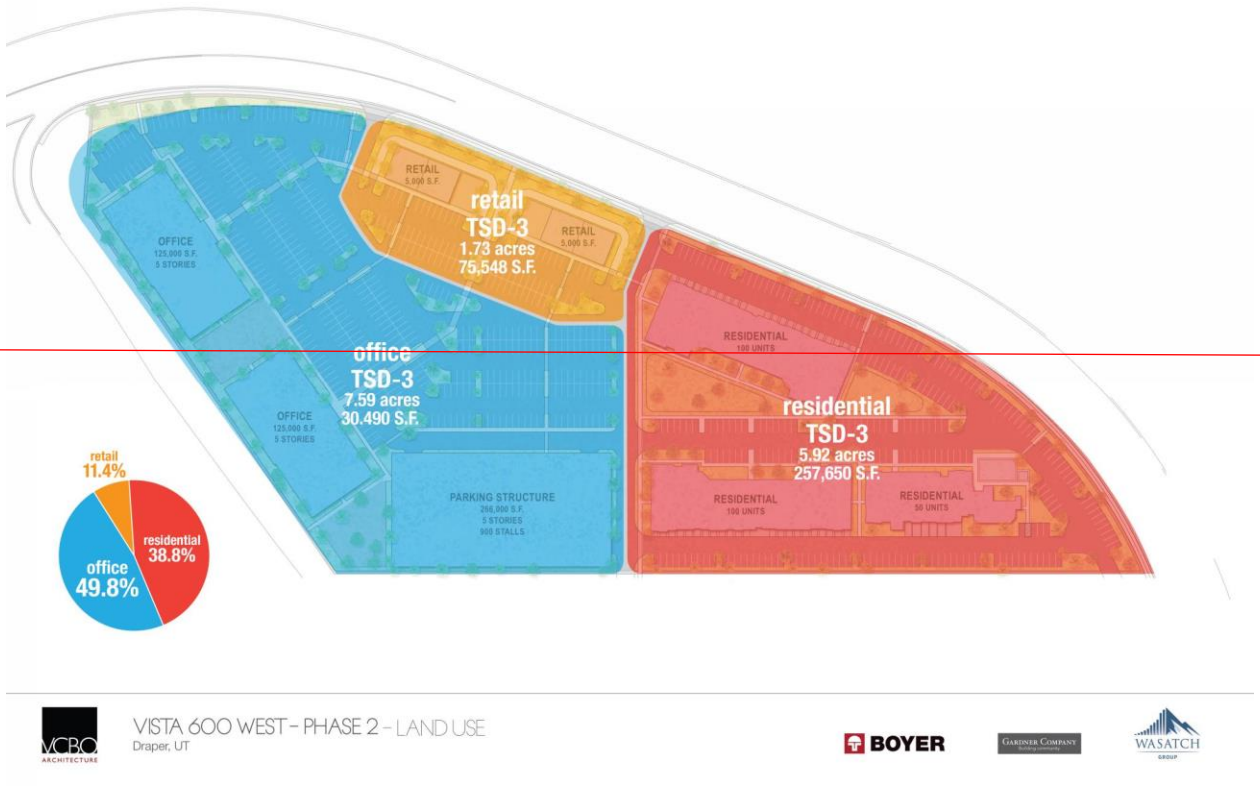
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|---|---|---|
| Councilmember Green | _____ | _____ |
| Councilmember T. Lowery | _____ | _____ |

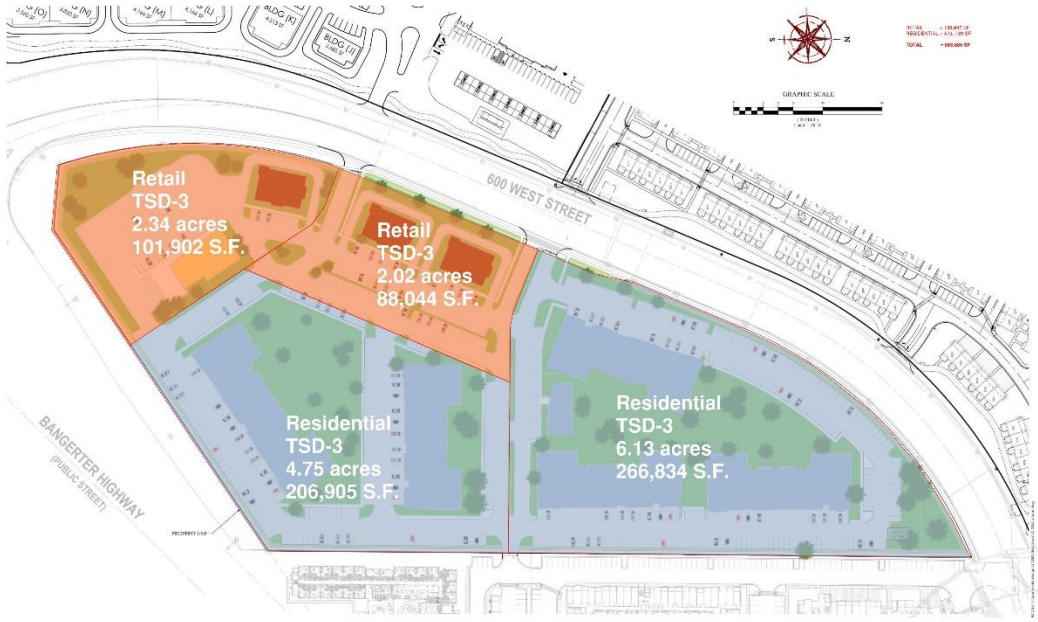
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|---|---|---|
| Councilmember F. Lowry | _____ | _____ |
| Councilmember Roberts | _____ | _____ |
| Councilmember Vawdrey | _____ | _____ |
| Mayor Walker | _____ | _____ |

**EXHIBIT A**

**9-14-110: STREET AND ALLEY CROSS SECTIONS:**

EXHIBIT 9-14-1






**VISTA 11 SITE** - LAND USE

MHTN ARCHITECTS

GARDNER COMPANY

VISTA 11

STATUS
ISSUE DATE

SITE SOMETHING

A001

**ORDINANCE NO. 1522**

**AN ORDINANCE OF DRAPER CITY AMENDING A MASTER AREA PLAN PER THE LAND USE AND DEVELOPMENT CODE OF THE DRAPER CITY MUNICIPAL CODE RELATING TO VISTA 600 WEST MASTER AREA PLAN.**

**WHEREAS**, Utah State law grants to Draper City the authority to regulate uses of property by zoning districts; and

**WHEREAS**, the terms and provisions of the TSD (Transit Station District) zoning classification were originally adopted and established in the Draper City Municipal Code through the adoption of Ordinance 859, adopted on November 3, 2008 and were subsequently revised through the adoption of Ordinances 985, 1024, 1085, 1132, 1313, 1328, 1380, 1394, 1418, and 1438 between October 13, 2011 and May 19, 2020; and

**WHEREAS**, the terms and provisions of the TSD (Transit Station District) zoning classification require a Master Area Plan be applied for, reviewed, and approved prior to application for development of any property within the TSD zoning classification; and

**WHEREAS**, the Vista 600 West Master Area Plan was adopted on March 6, 2018 and the applicant is now proposing changes to the adopted Vista 600 West Master Area Plan; and

**WHEREAS**, the City Council of Draper City has determined that the amended Vista 600 West Master Area Plan has provided for and addressed all the narrative and graphic submittal requirements of Sections 9-14-060(C)(1) and (2); and

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

**WHEREAS**, the Planning Commission and City Council have each held a public hearing to receive public input regarding the revision of the Master Area Plan.

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

**Section 1.** **Findings.** The City Council of Draper City has made the following findings that the proposed amendment to the Vista 600 West Master Area Plan: 1. The proposal complies with all of the required elements under DCMC Section 9-14-060. 2. The master circulation plan adequately serves the MAP area and areas surrounding the project. 3. The MAP provides for a community character substantially consistent with the purposes of the TSD, including the provision for at least twenty five percent (25%) commercial, retail,

or office uses. 4. The development standards and design guidelines are high quality transit oriented design standards, including the use of high quality building materials.

**Section 2. Revision.** The Master Area Plan for Vista 600 West is hereby revised to read as set forth in Exhibit A.

**Section 3. Severability.** If any section, part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance, and all sections, parts and provisions of this Ordinance shall be severable.

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

**PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, ON THE _____DAY OF_____, 2022.**

**DRAPER CITY**

_____
**Mayor Troy K. Walker**

**ATTEST:**

_____
**Laura Oscarson, CMC, City Recorder**

| VOTE TAKEN: | YES | NO |
|---|---|---|
| Councilmember Green | _____ | _____ |
| Councilmember T. Lowery | _____ | _____ |
| Councilmember F. Lowry | _____ | _____ |
| Councilmember Roberts | _____ | _____ |
| Councilmember Vawdrey | _____ | _____ |
| Mayor Walker | _____ | _____ |

**EXHIBIT A**
**Amended Vista 600 West Master Area Plan**

BOYER WASATCH GROUP GARDNER COMPANY

# VISTA 600 WEST

The Vista 600 West project is located on the North East corner of the newly constructed intersection of Bangerter Highway and 600 West. The parcel consists of approximately 15 acres of land (see Exhibit A) to be developed into various uses ~~such as office~~ including, multi-family residential~~,~~ and retail ~~or a hotel~~.

~~The southern 7-10 acres may be used for one to two office buildings totaling approximately 250,000 square feet, a potential parking garage, and between 7,500 and 15,000 square feet of retail. There are two phases to the office building portion, Phase 1 is a single office building, and Phase 2 includes adding a second office building and a parking structure. The construction of Phase 2 will only happen if there is a market demand. The remaining northern 7-8 acres shall be used for apartment units (multiple buildings or one building, totaling approximately 250 units.~~ Four to five acres of the development's south western portion will be used for four retail pads, all of which will have drive through capabilities. Altogether this will total close to 20,000 ft of retail. The south eastern portion of the development will be used for two apartment buildings that cover 4-5 acres. The development's remaining northern 6-7 acres will also be used for multiple apartment buildings. Altogether the development will have 4-5 apartment buildings with a total unit count of approximately 305.

~~The proposed project fit within the area plan specifications for commercial office, multi-family and retail.~~

The entrance to the proposed development will be on the west side of the parcel on 600 West. The buildings will be oriented to the west towards 600 West, South towards Bangerter Highway, and North to the curve of 600 west

The transportation systems within the MAP area are mostly in existence including collector and arterial streets (Bangerter Highway, 600 West Street, Vista Station Blvd, Frontrunner Blvd, 200 West), and Frontrunner. The development plan intends to connect the adjacent developments to the east with a private drive and pedestrian connectivity.

Storm drainage and other utilities have been reviewed for capacity and are available for the site development.

Architectural and site design standards for the MAP are outlined in the Development Guidelines, including setback and parking standards. The project will be designed in such a way as to promote compatibility between the MAP area and adjoining properties. If applicable (based on market conditions), structured parking shall be designed to be compatible with the aesthetic of the other (UTA) parking garage located within the TSD zone.

~~The estimated sequence and timing of development of the subject parcel will be in an estimated 3 phases (Office, Retail and then Residential) with phase 1 starting in 2-5 years. Construction will commence when market conditions permit. There are no major public improvements or off site infrastructure improvements or facilities required or anticipated to be required in connection with the development of the MAP other than the standard wet and dry utilities.~~ Marketing will commence immediately on the retail portion of the development, with construction beginning as soon as users are procured. The housing element will follow shortly after and follow a phased approach with design for phase one beginning immediately upon MAP approval. There are no major public improvements or off-site infrastructure improvements, or facilities required or anticipated to be required in connection with the development of the MAP other than the standard wet and dry utilities.

The site plan and the proposed design guidelines have been reviewed and approved by the Architectural Control Committee. See Exhibit B.

A comprehensive sign program has included in the Development Guidelines.

Vista 600 West Architectural and Site Development Guidelines

**Development Standards:** Site development will occur in accordance with Chapter 9-14 Transit Station District (TSD) of the Draper City Municipal Code and the following development standards.

**Development Areas:** Based on land use, each building shall comply with the following development standards:

~~**Office**~~

1. ~~The architecture shall be the primary tool to create a strong sense of identity and place throughout the office district. All buildings will be articulated with use-appropriate scale, form, materials, and colors carefully considered and incorporated throughout the development phases.~~

2. ~~All building facades shall have the same character each utilizing the same materials, colors, features, forms, and design elements appropriate to the scale of the various building sizes.~~

3. ~~Building primary materials shall consist of granite, metal, composite metal panel, stone, EFIS, concrete, GFRC or tile.~~

4. ~~More than one material shall be required on all building facades.~~

5. ~~Buildings shall have a minimum of 40% high efficiency glazing.~~

6. ~~Buildings shall use 50% of a primary material.~~

7. ~~Buildings shall have notable entry features which could include: An arch or canopy over entry doors, Colors or materials that highlight the entry, Entry doors and lobby that extend beyond or are recessed behind the main footprint of the building.~~

8. ~~All mechanical equipment shall be screened from view, either by enclosure, parapet wall, or line of sight.~~

9. ~~Dumpsters shall be enclosed within a decorative masonry, split face CMU or honed CMU enclosure.~~

10. ~~The minimum front setback from right-of-way or exterior property lines shall be 10-feet.~~

11. ~~Building material placement and material colors shall be used to distinguish office building elevations from other office buildings in the immediate area, as approved by the ACC.~~

**Retail**

1. The minimum setback from right-of-way or exterior property lines shall be 5-feet.
2. Minimum building height shall be one-story.
3. More than one material shall be required on all building facades.
4. Building primary materials shall consist of granite, metal, composite metal panel, stone, EFIS, concrete, GFRC, tile or other similar material as approved by the ACC.
5. Dumpsters shall be enclosed within a decorative masonry, split face CMU or honed CMU enclosure.

~~**Hotels**~~

~~1. Minimum building height shall be three-stories.~~

~~2. More than one material shall be required on all building facades.~~

~~3. The minimum setback from right-of-way or exterior property line shall be 10-feet.~~

~~4. Building primary materials shall consist of granite, metal, composite metal panel, stone, EFIS, concrete, GFRC or tile.~~

~~5. Buildings shall use 50% of a primary material.~~

~~6. Buildings shall have notable entry features which could include: Arch or canopy, colors or materials, entry doors that extend beyond or are recessed beyond main footprint of the building.~~

~~7. All mechanical equipment shall be screened from view, either by enclosure, parapet wall, or line of sight.~~

~~8. Dumpsters shall be enclosed within a decorative masonry, split face CMU or honed CMU enclosure.~~

~~9. Every hotel building elevation that faces a public street or internal main private street or public open space shall have either a porch, balcony, private patio or window.~~

**Residential**

1. All Residential buildings (within a sub-phase) shall share the same unique architectural theme including, but not limited to, colors, materials, rooflines and entries. In addition, Livable Residential shall also share the same unique architectural theme in regard to rooflines and entries.
2. Building materials shall consist of at least three material types.
3. All Livable Residential will include ~~There shall be~~ a variety of floor plans/unit sizes within

each ~~project~~ sub-phase area.

4. Livable Residential Outdoor amenity space with seating and either a fire pit or a BBQ area, a tot lot, grass play area and an indoor exercise facility. A community clubhouse with an indoor and an outdoor amenity shall be provided for the entire residential project, other amenities to be determined by developer based on product type. Livable Residential- Stacked Flat amenities- A Clubhouse with a club room, exercise facility and pool with spa and one outdoor amenity space with a fire pit. Other amenities to be determined by developer based on product type.

5. ~~Each separate~~ All Residential B~~b~~uildings will be connected by internal walkways with shared use of outdoor common areas.

6. Multi-family buildings shall have roofs clad in asphalt shingles, wood shingles, standing seam metal, a similar, or a combination of similar materials or shall have flat roofs.

7. ~~Every multi-family building~~ Livable Residential building elevation that faces a public street or internal main private street or public open space, shall have either a porch, balcony, private patio or windows.

8. Residential Building with a~~A~~ny pitched roof covering the main body of the structure shall be hip style, monopitch or shed style, flat roofs or shall have symmetrical gables.

9. Livable Residential r~~R~~oof forms shall be designed to emphasize the residential units when possible and shall denote building elements and functions, including primary pedestrian entrances.

10. Residential Building setbacks are as follows: 20-feet from right-of-way or exterior property lines. Parking shall be allowed in setback areas along with garbage dumpsters.

11. Livable Residential building design and orientation should consider exposure to sunlight to avoid energy inefficiencies.

12. Prohibited materials: Vinyl and aluminum siding products are prohibited as wall materials.

13. Livable Residential color scheme. The use of a single-color scheme, minimal detailing, or blank (or largely blank) walls is not permitted. The use of exterior stairs is discouraged.

14. Livable Residential openings. Not less than twenty-five (25) percent of any front or rear building face shall be made up of window, opening (breezeways), garage door areas or man door areas. Not less than fifteen (15) percent of any side building face shall be made up of windows or door areas unless an adjacent building within twenty (20) feet of that side face obscures the majority of that side face from public view. The front of the building is defined as the elevation which includes the primary entrance of the building.

15. Pedestrian pathways shall be provided between access points, entryways, public gathering nodes, and parking areas.

~~Building material placement and material colors shall be used to distinguish residential building~~

~~elevations from other residential buildings in the immediate area, as approved by the ACC.~~

**Landscape**

1. The landscaping shall define and enhance primary public entrances into each project.
2. Ornamental landscaping shall be strategically designed to provide intimate outdoor spaces for public amenities and at pedestrian pathways and entrances.
3. Landscape design shall promote water conservation by the use of water- wise, drip irrigation, and drought tolerant plant types.
4. ~~A 10-foot landscaping buffer shall be required along the east property line adjacent to the existing hotel.~~
4. The tree palette for each project shall be a combination of deciduous and non-deciduous trees and shade and ornamental trees.
5. The initial tree size shall have a minimum 2-inch caliper and be a minimum 6-ft high.
6. ~~Landscaping berms measuring 3 feet in height will be used around the perimeter of the office park, when possible, to help minimize the visual impact of the parking field.~~
6. Parking to be screened with landscaping when possible, including the proposed parking structure.
7. Minimum 5' of landscaping is required around perimeter of the entire project.
8. Public Use Space (private or public): Public Use Space maybe in the form of landscape areas, landscape areas with walkways, hardscape areas, pool deck/pool/spa areas, areas with a change in hardscape such as color/material changes, areas with lighting such as bollards or pole lighting, and the 600 west pedestrian zone (landscaping, 4' soft path, 5~~8~~' concrete sidewalk and 4' park strip). ~~See Exhibit C.~~
9. All multiple-family projects shall submit a landscaping plan in accordance with Chapter 23, "Landscaping and Screening," of this title unless otherwise specified within these development guidelines.
10. Landscaping shall be used as a land use buffer where appropriate~~, especially between the parking structure and the adjacent hotel~~.
11. Detention basins shall be adequately landscaped and maintained.
12. Drought tolerant landscaping is highly encouraged.

Parking

1. ~~The parking for office buildings shall be a minimum of 3 stalls and per 1,000 square feet.~~
1. The parking for retail buildings shall be a minimum of 1.87 stalls per 1,000 square feet.

2. Parking stalls shall be 18-feet in length and 9-feet in width.

3. Landscape islands will measure 8-feet in width and 18-feet in length shall be placed at either end of parking rows longer than 16 stalls.

~~4. The parking for Hotels shall be a minimum of .75 stall per room.~~

4. The parking for residential buildings shall be a minimum of 1.68 stalls per dwelling unit. Driveways and garages shall count towards total parking requirements.

5. Parking to be screened with landscaping when possible.

6. Parking Structures will be allowed (if needed as determined by the developer) as part of the project to accommodate higher density land uses, otherwise surface parking will be the main form of parking for all land uses.

   -Parking structures shall include the use of the same or consistent building façade materials as the retail and residential ~~office~~ building(s) and be designed as an integral component of the site plan and architectural theme. Acceptable complementary materials added to the concrete parking structure are those that are similar in durability, color and/or appearance of the residential and retail ~~office~~ building facades.

   -Parking structures shall follow best CPTED practices and provide for well-lit and visible pedestrian corridors, visible parking areas, security devices, and natural surveillance both inside and outside of the structure.

   -Landscaping and architectural materials, forms, and scale shall be used to enhance the parking structure.

   ~~-Pedestrian pathways shall connect the pedestrian exit from the parking structure to the buildings it serves.~~

   -When adjacent to a public right-of-way, the building design shall include human scale detailing to enhance the relationship with the pedestrian.

7. Shared parking is encouraged and can be double counted for the differing land uses, such as ~~office~~ retail and residential.

**Lighting**

1. Parking lot lighting in commercial areas shall provide adequate illumination at a minimum .5 foot-candles and max of 4 foot-candles.

2. Parking lot lighting in commercial areas shall utilize cutoff type fixtures.

3. Parking lot lighting in commercial areas shall not be taller than 30-feet.

4. All residential areas shall submit a lighting plan that illustrates lighting accommodation for automobile and pedestrian networks.

5. Exterior lighting along streets shall be pedestrian in scale.

6. Low level bollard lighting is encouraged for illumination of internal pedestrian pathways.

**Signage**

The following standards are for all uses within the Vista 600 West MAP.

1. Each monument sign shall have a uniform, architecturally compatible design, with faces not larger than one hundred (100) square feet. Monument signs shall not exceed seven feet (7') in height and fourteen feet (14') in width.

2. Wall signs may be installed by individual businesses/buildings on freestanding and in-line single-/multi-tenant buildings ~~and on hotels~~. Signs shall have individually illuminated letters or decorative sign cabinets. Where sign cabinets are utilized, they shall be built into the architectural fascia.

3. Suspended, Blade Type Project Signs: Suspended or blade type projecting signs are allowed provided they are not more than fifty (50) square feet of sign area. Each elevation will be allowed one suspended or blade type sign. Suspended or blade type signs may be provided along pedestrian walkways and shall maintain a minimum clearance of seven feet (7') above the pavement.

~~4. Tower Signs: One tower sign shall be allowed for each hotel. The sign may be a multi-tenant sign and shall be no taller than forty feet (40') with a maximum sign area of two hundred (200) square feet.~~

4. The location of all signs must be approved by the City Engineer to ensure clearance of sight distance requirements.

5. All monument ~~and tower signs~~ shall be located outside of any public utility easement.

~~Commercial, Office and~~ Retail Uses: ~~Commercial, office and r~~Retail uses shall be allowed the following:

1. One monument sign may be allowed ~~is allowed per office building and one monument sign is allowed~~ at the entrance to each ~~office~~ retail district, depending on the approval from the architectural committee.

2. Wall signs shall be allowed for every one linear foot of building length, two (2) square feet of wall signage on ~~hotel, office and~~ retail buildings.

3. Wayfinding signs shall be allowed in the project. The overall height shall not exceed eight feet (8') and the area of the sign shall not exceed one hundred (100) square feet.

4. Flags or banners placed on light poles shall be at least seven feet (7') above the pavement.

Residential Uses: Each residential use shall be allowed the following signage:

1. Two (2) freestanding monument signs per the standards outlined above.

2. Portable banner signs, with a maximum area of fifty (50) square feet shall be allowed in each residential project.

3. Flags and A-frame signs shall be allowed during lease times for each residential project.

4. Wall signs are permitted as follows: for every one (1) linear foot of building length, two (2) square feet of wall signage shall be allowed on each building elevation.

5. Electronic message signs are permitted on any residential building. All electronic message signs shall comply with subsection below.

Electronic message signs are permitted on ~~any hotel, office or~~ retail buildings. ~~Tower signs for hotels may also be electronic message signs.~~ All electronic message signs shall comply with subsection below.

1. Full color messages or images only and the use of single colored text and images is prohibited.

2. Each message/advertisement displayed on an EMC shall remain static for a minimum of eight (8) seconds. Animation, flashing, starburst or other similar frame effects are prohibited.

Pixel pitch shall be as follows:

1. EMC's within the MAP, but not directed toward Bangerter Highway may shall have a true pixel pitch between one millimeter (1 mm) and ten millimeters (10 mm) due to closer proximity of travelers to signs.

2. EMC's directed toward Bangerter Highway shall have a true pixel pitch between one millimeter (1 mm) and sixteen millimeters (16 mm) due to higher speeds and distance between travelers and signs.

3. No EMC shall utilize a white or solid colored background for greater than or equal to fifty percent (50%) of the sign area.

4. All EMC's are required to comply with the following LED sign illumination requirements:

   -All permitted EMC's shall be equipped with a sensor or other device that automatically determines the ambient illumination and is programmed to automatically dim according to ambient light conditions, or that can be adjusted to comply with the 0.3 foot-candle measurements. In addition, EMCs must have a default mechanism to turn off the sign within twenty four (24) hours of a reported malfunction.

   -Sign illumination levels for EMC's shall never, at maximum display intensity, exceed 0.3 foot-candle over ambient lighting conditions when measured at the distance based on the formula of square root of area of sign times one hundred (100). Light cutoff devices shall minimize light above the sign.

   -The illuminance of an EMC shall be measured with an illuminance meter set to measure

foot-candles accurate to at least two (2) decimals. Illuminance shall be measured with the EMC off, and again with the EMC displaying a white image. All measurements shall be taken perpendicular to the face of the EMC at the distance determined by the total square footage of the EMC as set forth in this subsection.

-The applicant shall submit a photometric matrix (showing the dispersal in foot-candles) showing that the sign meets all the requirements of this code.

-The owner shall be required to submit written certification from the sign manufacturer that the light intensity shall not exceed the maximum levels specified in the above table and photocell dimming prior to the issuance of a sign permit.




# **VISTA 11 SITE** - OPEN SPACE

MHTN
ARCHITECTS
**MHTN Architects, Inc.**
420 East South Temple
Suite 100
Salt Lake City, Utah 84111
Telephone (801) 595-6700
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GARDNER COMPANY

VISTA 11

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SEAL

MHTN PROJECT NO. PROJ #

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REVISIONS
CONTRACTOR TO VERIFY DRAWINGS IN FIELD USE REFLECT LAST REVISION DATE.

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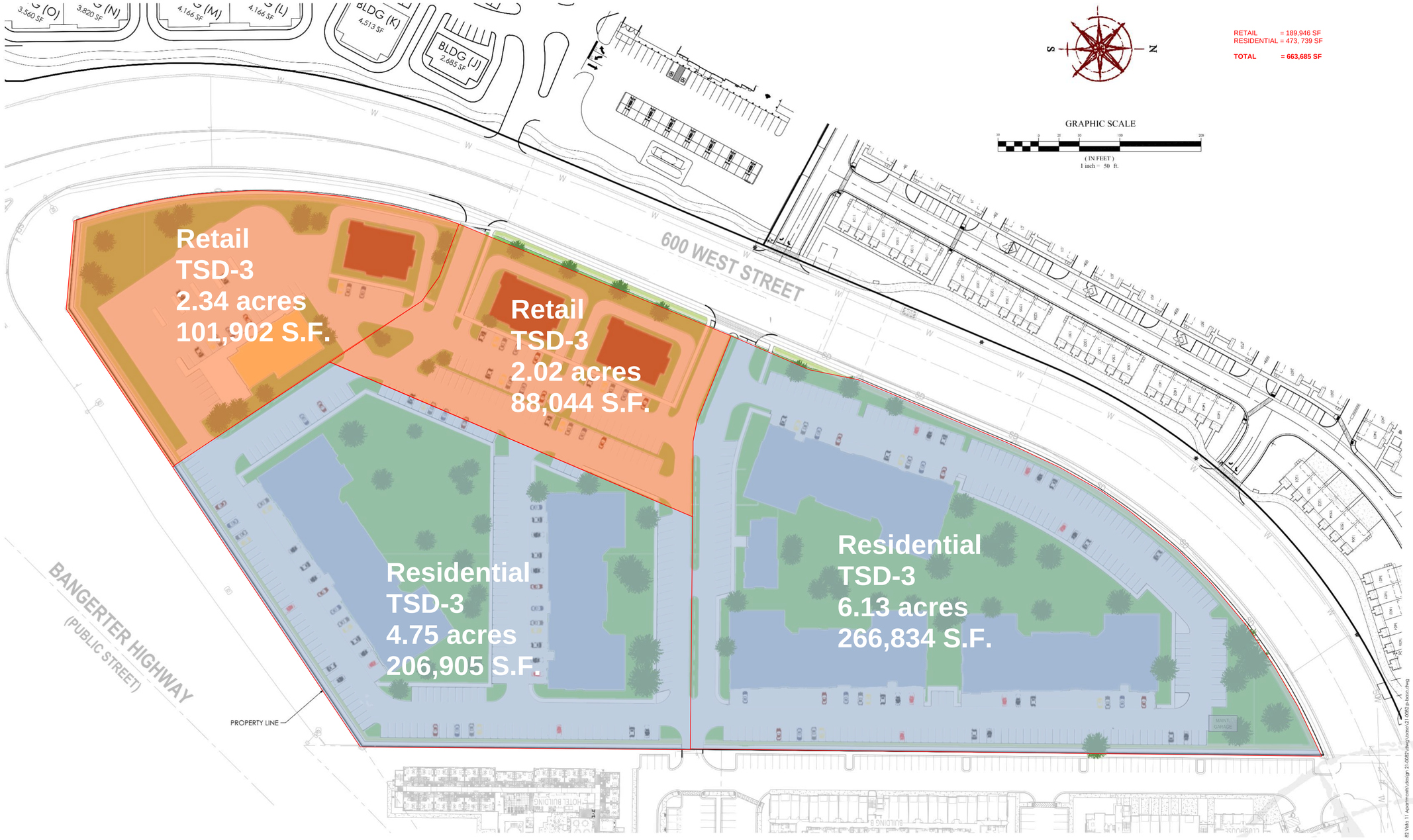
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# VISTA 11 SITE - LAND USE

MHTN
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VISTA 11

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CONTRACTOR TO VERIFY DRAWINGS IN FIELD. USE REFLECT LAST REVISION DATE.

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# VISTA 11 SITE

MHTN
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GARDNER COMPANY

VISTA 11

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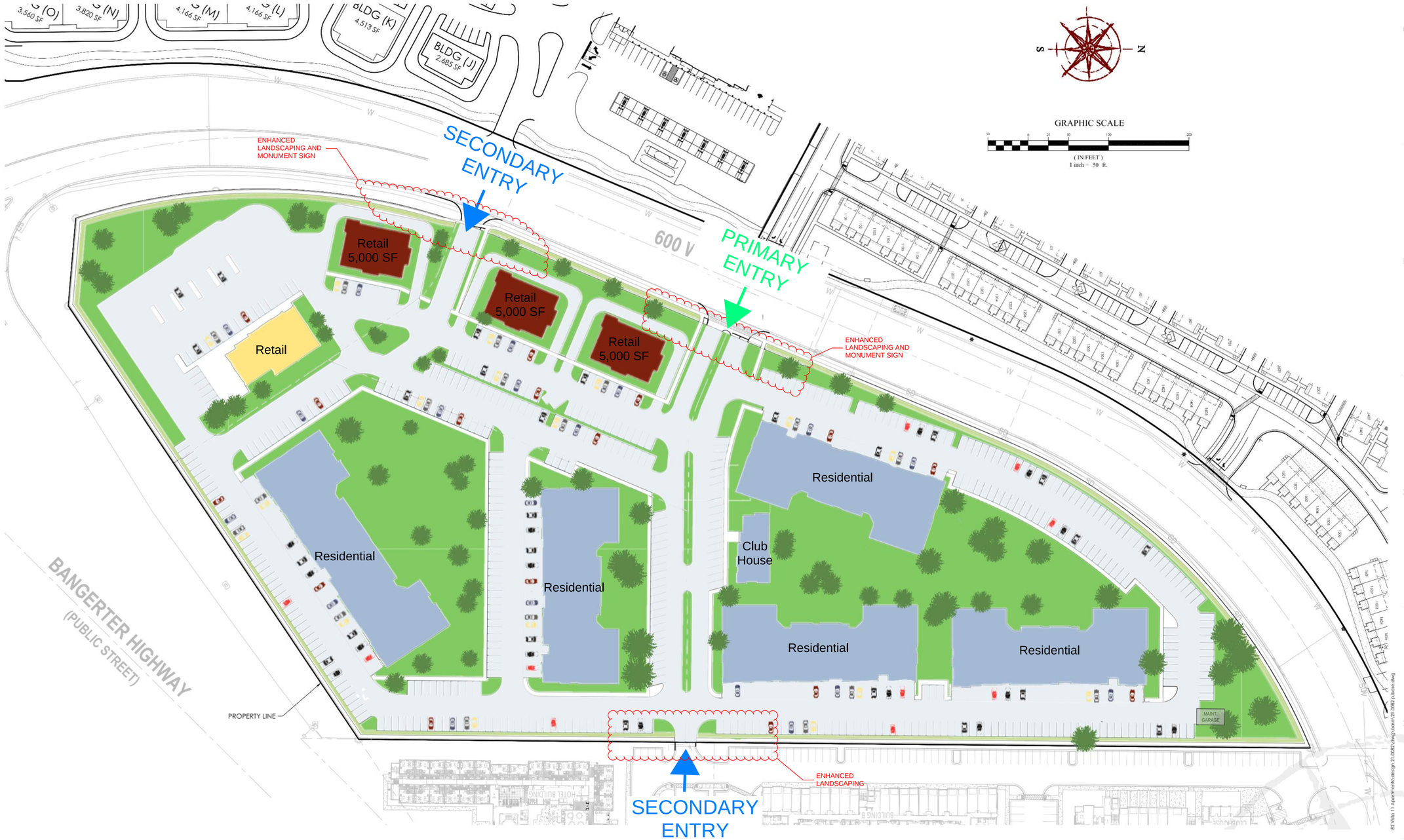
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# VISTA 11 SITE - ENTRY POINTS

MHTN ARCHITECTS
MHTN Architects, Inc.
420 East South Temple
Suite 100
Salt Lake City, Utah 84111
Telephone (801) 595-6700
Telefax (801) 595-6717
www.mhtn.com

GARDNER COMPANY

VISTA 11

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SEAL

MHTN PROJECT NO. PROJ #

Original drawing is 30 x 42. Do not scale contents of this drawing.

REVISIONS
CONTRACTOR TO VERIFY DRAWINGS IN FIELD USE REFLECT LAST REVISION DATE.

| NO. | DATE | DESCRIPTION |
|---|---|---|

ISSUE
STATUS
ISSUE DATE

SHEET NAME
SITE SOMETHING

SHEET NUMBER
A001

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# VISTA 11 SITE - PEDESTRIAN CIRCULATION

MHTN
ARCHITECTS
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SEAL

MHTN PROJECT NO. PROJ #

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CONTRACTOR TO VERIFY DRAWINGS IN FIELD USE REFLECT LAST REVISION DATE.

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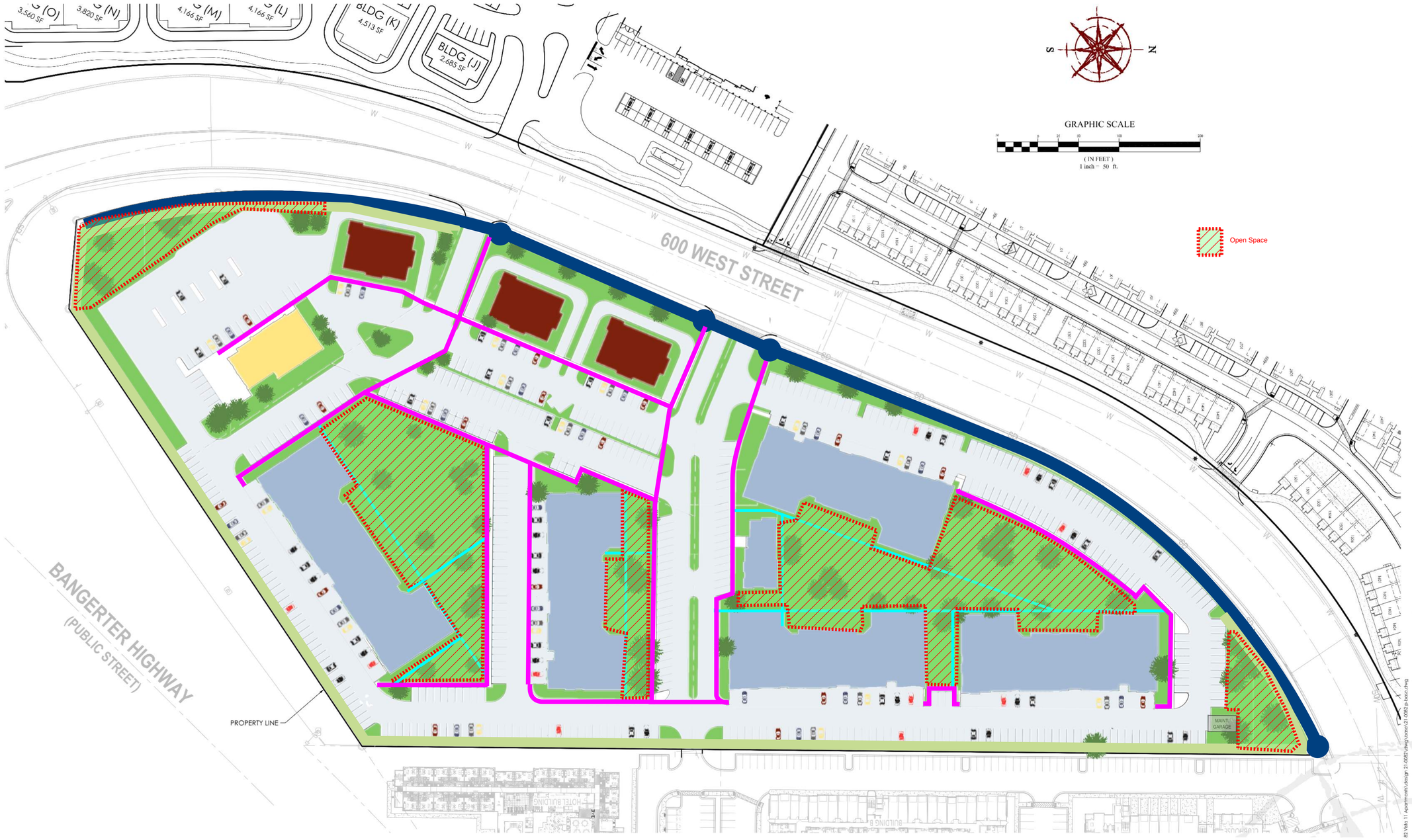
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# VISTA 11 SITE - OPEN SPACE

MHTN ARCHITECTS
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MHTN PROJECT NO PROJ #

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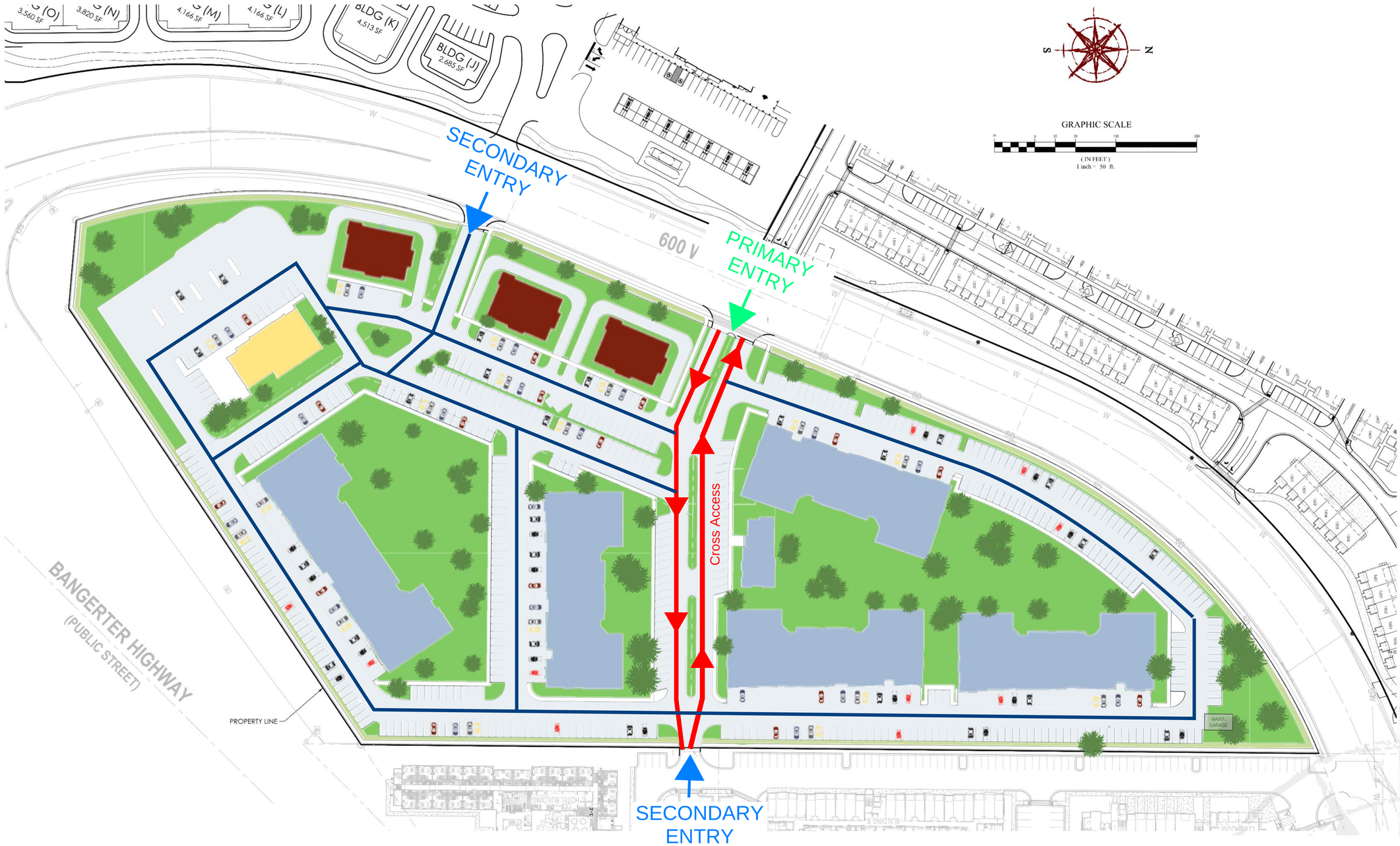
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# VISTA 11 SITE - VEHICULAR NETWORK

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GARDNER COMPANY

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SEAL

MHTN PROJECT NO. PROJ #

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REVISIONS
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**Development Review Committee**
1020 East Pioneer Road
Draper, UT 84020
December 1, 2021

**To:** Draper City Planning Commission
Business Date: December 9, 2021

**From:** Development Review Committee

**Prepared By:** Jennifer Jastremsky, AICP, Planning Manager/Zoning Administrator
Planning Division
Community Development Department
801-576-6328, jennifer.jastremsky@draperutah.gov

**Re:** **Vista 600 West – Master Area Plan Amendment Request**

| | |
|---|---|
| Application No.: | TEXTMAP-0109-2021 |
| Applicant: | Howard Cooke, representing Gardner Company |
| Project Location: | 13645 South 600 West |
| Current Zoning: | TSD (Transit Station District) Zone |
| Acreage: | 15.24 Acres (Approximately 663,854 $ft^2$) |
| Request: | Request for approval of a Master Area Plan Amendment and Text Amendment for the purpose of amending the approved Vista 600 West Master Area Plan and DCMC Section 9-14-110. |

## BACKGROUND AND SUMMARY

This application is a request for approval of a Master Area Plan (MAP) and Text Amendment for approximately 15.24 acres located on the east side of 600 West, at approximately 13645 South 600 West (Exhibit B). The property is currently zoned TSD. The applicant is requesting that a MAP Amendment and Text Amendment be approved to eliminate the office and hotel uses from the plan and increase the number of residential buildings.

The original MAP was approved by the City Council on March 6, 2018. This master plan approved 250 residential units, 125,000 square feet of office space, and 10,000 square feet of retail space. The MAP had a phase 2 option which would allow for a second 125,000 square foot office building and a parking structure.

**ANALYSIS**

*General Plan and Zoning*. The Land Use Map of the General Plan calls for the Transit Station District land use designation for the subject property (Exhibit C). This category is characterized as follows:

*Transit Station District*

| LAND USE DESCRIPTION | |
|---|---|
| CHARACTERISTICS | • Development within this land use category – often referred to as Transit Oriented Development – provides an alternative to standard, segregated zoning strategies<br>• New development and zoning will be required to mix uses to support the ridership of transit and create unique walkable and bicycle friendly successful urban centers<br>• Residential development densities and commercial floor area ratios within this district will be higher than those allowed in other parts of Draper City, and in some cases, significantly higher |
| LAND USE MIX | • Commercial<br>• Residential<br>• Public Uses<br>• Office |
| DENSITY | • Density range: minimum 5-35 dwelling units per acre |
| COMPATIBLE ZONING | • Transit Station District (TSD) |
| LOCATION | • Adjacent to and near fixed guideway rail systems operated by the Utah Transit Authority |
| OTHER CRITERIA | • In order to mitigate the concerns of higher density and development intensity, more stringent design guidelines, architectural requirements, landscaping quality, and public space amenities will be required to be incorporated into new zoning categories and specific development proposals |

The property has been assigned the TSD zoning classification (Exhibit D). According to Draper City Municipal Code (DCMC) Section 9-14-010 the purpose of the TSD zone is to "*promote transit oriented and transit supportive development in areas that are generally located near a commuter rail transit or rapid transit station and to maximize the flexibility of the development approval process so as to permit such development in a manner that is responsive to market demands and consistent with the purposes and objectives of the TSD.*" The TSD zone abuts the subject property on the north, west, and south. To the east is the CSD-DPMU (Draper Point Mixed Use Commercial Special District) zone.

*MAP Amendment*. The MAP Amendment makes several changes to both the written and visual aspects of the MAP (Exhibit E). References to hotel and office uses will be removed from the text portion of the MAP. The residential portion will be modified to designate standards for "Livable Residential Buildings" and "Residential Buildings". The reason behind this is to distinguish buildings with residential units in them and the accessory buildings such as club house and maintenance structures. The accessory buildings to the residential

use will not be required to have as much architectural details, such as porches or balconies.

The exhibits in the MAP will be replaced with new exhibits showing five residential buildings and four retail buildings. Per the written portion of the text, the number of dwelling units will be increased from 250 units to 305 units. The retail component will be increased from 10,000 square feet to 20,000 square feet. While the proposed MAP exhibits are included in the Exhibit E of this staff report, staff has included copies of the previously approved MAP exhibits for reference in Exhibit F of this report.

*Text Amendment*. The Text Amendment will modify DCMC Section 9-14-110 and will replace the TSD Sub-zone map for this area with an updated copy (Exhibit G). The applicant is not proposing to modify the TSD Sub-zone categories. The entire property is within the TSD Sub-zone 3 category. However, the TSD Sub-zone map includes the concept plan with it, so a new TSD Sub-zone map must be included in the code.

*Traffic Impact Study*. The applicant has provided a traffic study. Due to size of the overall report, the Executive Summary has been provided in Exhibit H for review. There are no mitigation measures called for in the study. The Level of Service for the intersection with the highest delay, 600 West and Vista Station Blvd, is currently C. The Level of Service at this intersection will remain a C with the proposed development. It is anticipated that there will be 250 AM peak hour trips and 343 PM peak hour trips.

*Criteria For Approval*.
The criteria for review and potential approval of a Master Area Plan request is found in Section 9-14-060(E) of the DCMC. This section depicts the standard of review for such requests as:

> *E. Criteria For Review: The planning commission and city council shall have discretion to disapprove a MAP with respect to the required elements of a MAP application only on the basis of:*
>
> *1) the failure to provide and comply with all of the required elements under this section unless waived pursuant to the provisions of this chapter;*
>
> *2) the failure of the master circulation plan to adequately serve the MAP area and areas surrounding the project;*
>
> *3) the failure of any item required by this section to provide for a community character substantially consistent with the purposes of the TSD, including the failure of the land use analysis to provide for at least twenty five percent (25%) commercial, retail, or office uses; or*
>
> *4) development standards or design guidelines that are inconsistent with high quality transit oriented design standards, including the use of high quality building materials.*

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

*2. Text Amendments:*

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

*b. Whether a proposed amendment furthers the specific purpose statements of the zoning ordinance;*

*c. Whether the proposed amendment is appropriate given the context of the request and there is sufficient justification for a modification to the zoning ordinance;*

*d. The proposed amendment will not create a conflict with any other section or part of this title or the general plan;*

*e. Whether the potential effects of the proposed amendment have been evaluated and determined not to be detrimental to public health, safety, or welfare and represents an overall community benefit; and*

*f. The extent to which a proposed text amendment implements best current, professional practices of urban planning, design, and engineering practices.*

**REVIEWS**

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

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

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

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

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

## STAFF RECOMMENDATION

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

*Master Area Plan Amendment*
The findings for approval as are follows:

1. The proposal complies with all of the required elements under DCMC Section 9-14-060.
2. The master circulation plan adequately serves the MAP area and areas surrounding the project.
3. The MAP provides for a community character substantially consistent with the purposes of the TSD, including the provision for at least twenty five percent (25%) commercial, retail, or office uses.
4. The development standards and design guidelines are high quality transit oriented design standards, including the use of high quality building materials.

*Text Amendment*
The findings for approval as are follows:

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

*Master Area Plan Amendment*
The findings for denial as are follows:

1. The proposal does not comply with all of the required elements under DCMC Section 9-14-060.

2. The master circulation plan is not adequate to serve the MAP area and areas surrounding the project.
3. The MAP does not provide for a community character substantially consistent with the purposes of the TSD, including the provision for at least twenty five percent (25%) commercial, retail, or office uses.
4. The development standards and design guidelines are not high quality transit oriented design standards, including the use of high quality building materials.

*Text Amendment*
The findings for denial as are follows:

1. The proposed amendment is not consistent with goals, objectives and policies of the city's general plan.
2. The proposed amendment does not further the specific purpose statements of the zoning ordinance.
3. The proposed amendment is not appropriate given the context of the request and there is not sufficient justification for a modification to the zoning ordinance.
4. The proposed amendment will create a conflict with another section or part of this title or the general plan.
5. The potential effects of the proposed amendment have been evaluated and determined to be detrimental to public health, safety, or welfare and does not represent an overall community benefit.
6. The proposed text amendment does not implement best current, professional practices of urban planning, design, and engineering practices.

## MODEL MOTIONS

*Master Area Plan Amendment*
Sample Motion for Approval – I move that we forward a positive recommendation to the City Council for the MAP Amendment, as requested by Howard Cooke, representing Gardner Company for Vista 600 West Master Area Plan Amendment, application TEXTMAP-0109-2021, based on the findings and subject to the conditions listed in the Staff Report dated December 7, 2021.

Sample Motion for Modified Approval– I move that we forward a positive recommendation to the City Council for the MAP Amendment, as requested by Howard Cooke, representing Gardner Company for Vista 600 West Master Area Plan Amendment, application TEXTMAP-0109-2021, based on the findings and subject to the conditions listed in the Staff Report dated December 7, 2021 and as modified by the findings and conditions below:

1. List any additional findings and conditions…

Sample Motion for Denial – I move that we forward a negative recommendation to the City Council for the MAP Amendment, as requested by Howard Cooke, representing Gardner Company for Vista 600 West Master Area Plan Amendment, application TEXTMAP-0109-2021, based on the findings listed in the Staff Report dated December 7, 2021.

*Text Amendment*

Sample Motion for Approval – I move that we forward a positive recommendation to the City Council for the Text Amendment, as requested by Howard Cooke, representing Gardner Company for Vista 600 West Master Area Plan Amendment, application TEXTMAP-0109-2021, based on the findings and subject to the conditions listed in the Staff Report dated December 7, 2021.

Sample Motion for Modified Approval– I move that we forward a positive recommendation to the City Council for the Text Amendment, as requested by Howard Cooke, representing Gardner Company for Vista 600 West Master Area Plan Amendment, application TEXTMAP-0109-2021, based on the findings and subject to the conditions listed in the Staff Report dated December 7, 2021 and as modified by the findings and conditions below:

1. List any additional findings and conditions…

Sample Motion for Denial – I move that we forward a negative recommendation to the City Council for the Text Amendment, as requested by Howard Cooke, representing Gardner Company for Vista 600 West Master Area Plan Amendment, application TEXTMAP-0109-2021, based on the findings listed in the Staff Report dated December 7, 2021.

**DEVELOPMENT REVIEW COMMITTEE ACKNOWLEDGEMENT**

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

| | |
|---|---|
| _____ | _____ |
| Draper City Public Works Department | Draper City Planning Division |
| _____ | _____ |
| Draper City Fire Department | Draper City Legal Counsel |
| _____ | |
| Draper City Building Division | |

**EXHIBIT A**
**DEPARTMENT REVIEWS**

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

*Engineering and Public Works Divisions Review.*

1. As a note of the TIS, it does not require any improvements to public streets due to impact of the traffic change.
2. If a traffic signal is desired at the primary entrance, a warrant study is required to outline the warrants for the signal. This can be included in the area TIS. *Signal warrant was not included in submitted TIS and therefore is not part of the text amendment update. The traffic signal will not be approved until warrant study is complete and traffic signal is warranted. A signal at the main entrance is not in the city's master transportation plan and therefore not on the city's CIP list.*
3. Public sidewalk, minimum of five feet with park strip, is required along 600 West. The provided submittal includes private improvements abutting the public sidewalk. *Plan includes delineation of public versus private improvements.*
4. Dedicated turn lanes are required on arterials, per DCMC 11-2-050. This will impact planned improvements on 600 West. *Turn lanes will be a part of site plan / subdivision application(s) requirements.*

*Fire Division Review.*

1. The Draper City Fire Department has no concerns on the request for the plan amendment. When the owner does go to develop. They need to be aware of some of the following requirements that will need to be met based on the exhibit submitted. The requirements below may change depending on the plans submitted for each building. These are just an overview of what to expect.
2. Fire Department Access is required. An unobstructed minimum road width of twenty-six (26) feet exclusive of the shoulders and a minimum height of thirteen (13) feet six (6) inches shall be required. The road must be designed and maintained to support the imposed loads of emergency apparatus. The surface shall be able to provide all weather driving capabilities. The road shall have an inside turning radius of twenty – eight (28) feet. There shall be a maximum grade of 10%. Grades may be checked prior to building permits being issued.
3. Hydrants and Site Access. All hydrants and a form of acceptable temporary Fire Department Access to the site shall be installed and APPROVED by the Fire Department prior to the issuance of any Building Permits. If at any time during the building phase any of the hydrants or temporary Fire Department

Access becomes non-compliant any and all permits could be revoked.

4. No combustible construction shall be allowed prior to hydrant installation and testing by water purveyor. All hydrants must be operational prior to any combustible elements being received or delivered on building site.
5. Fire Department Connection Location. The FDC shall be on the street side of the building and shall be located and arranged so that hose lines can be readily and conveniently attached to the inlets without interference from any nearby objects including but not limited to buildings, fences, posts, and landscaping.
6. Fire Sprinklers Required. A deferred submittal for a NFPA 13 fire sprinkler shop drawings are to be sent via email to: Don Buckley at don.buckley@draperutah.gov . A complete set of plans, with manufacturer cut sheets, and hydraulic calculations. Plans must be stamped by a NICET level III or better in Auto Sprinkler Layout. (There needs to be a hydrant within a 100 feet of the FDC.) FDC is required to have KNOX Locking Caps. ALL FIRE PROTECTION PLANS REQUIRE 3rd PARTY REVIEW PRIOR TO BE SUBMITTED TO THE DRAPER FIRE DEPARTMENT.
7. Standpipes may be required. This building may be required to have standpipes. This standpipe will be required to be pressure tested and a contractor certificate of completion will be required to be filled out.
8. Fire alarm required. A deferred submittal for fire alarm shop drawings are to be sent via email to the following to: don buckley at don.buckley@draperutah.gov . A complete set of plans, with manufacturer cut sheets, and battery calculations. Plans must be stamped by a nicet level iii or better in fire alarm systems. All fire alarm plans require 3rd party review prior to be submitted to the draper fire department. (may need to be a voice evacuation style alarm).
9. Emergency responder radio coverage required. Emergency responder radio coverage shall be provided in accordance with the ifc.
10. Emergency voice/alarm communication system may be required. An emergency voice/alarm communication system shall be provided in accordance with the ifc.
11. Two-way communication will be required. As per section 1009.8 in the 2018 ifc.
12. Knox boxes required. Fire department “knox brand” lock box to be mounted to exterior walls, near the main entrance and/or nearest the door serving the exterior access to the fire sprinkler riser room. (at a height of 5 feet to the top of the box) lock box purchase can be arranged by the general contractor. See attached information form.
13. 2a-10bc fire extinguishers required. The extinguisher needs to be a serviceable type meaning metal head and metal neck. Extinguishers need to be located in a conspicuous location where they will be readily accessible and immediately available for use. Placed every 75 feet of travel. If in cabinet or

not the extinguisher or cabinet needs to be mounted so that the top is not more than five (5) feet above the floor.

14. Visible addressing required. New and existing buildings shall have approved address numbers plainly legible and visible from the street fronting the property. These numbers shall contrast with their background.

**EXHIBIT B**
**AERIAL MAP**

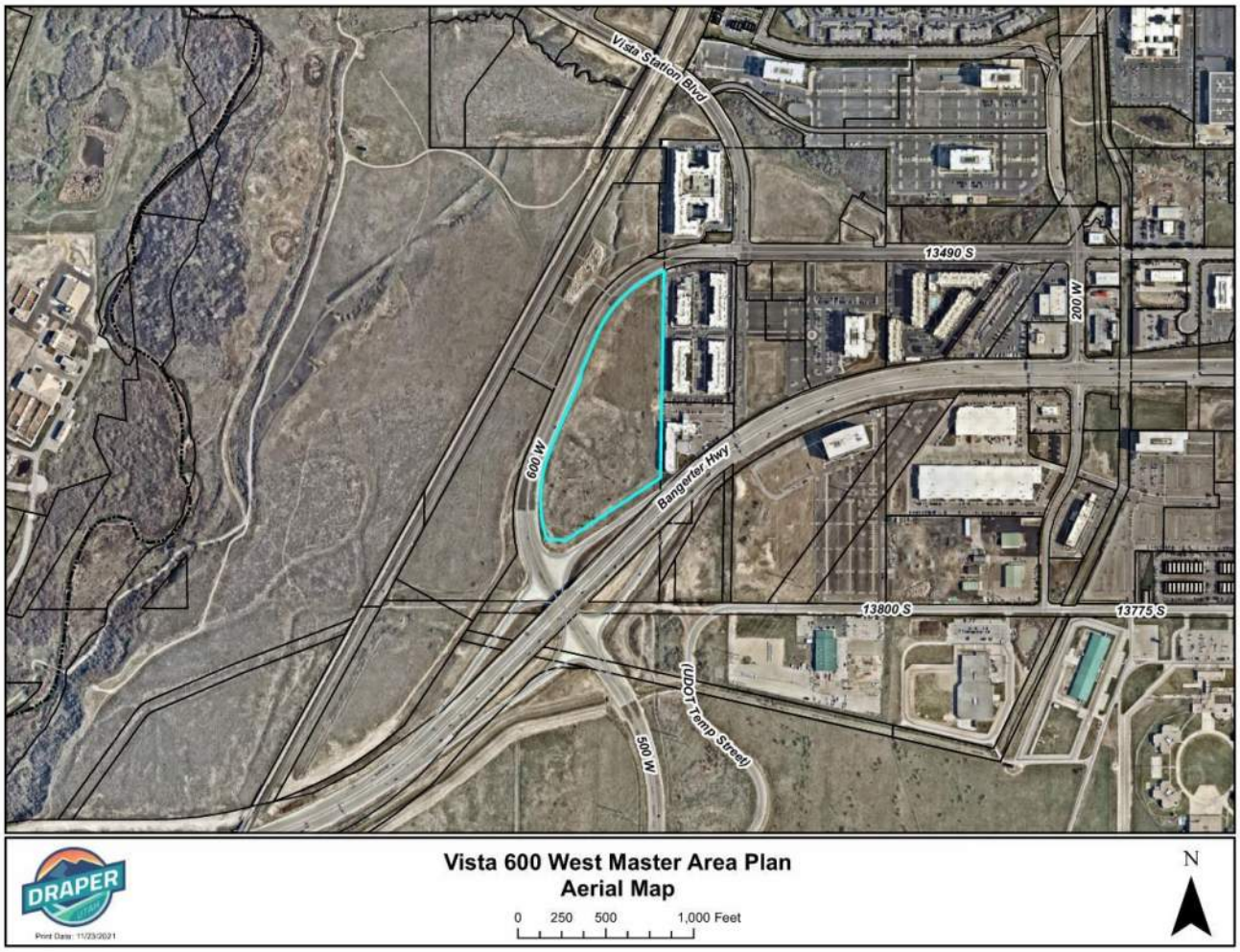


**EXHIBIT C**
**LAND USE MAP**

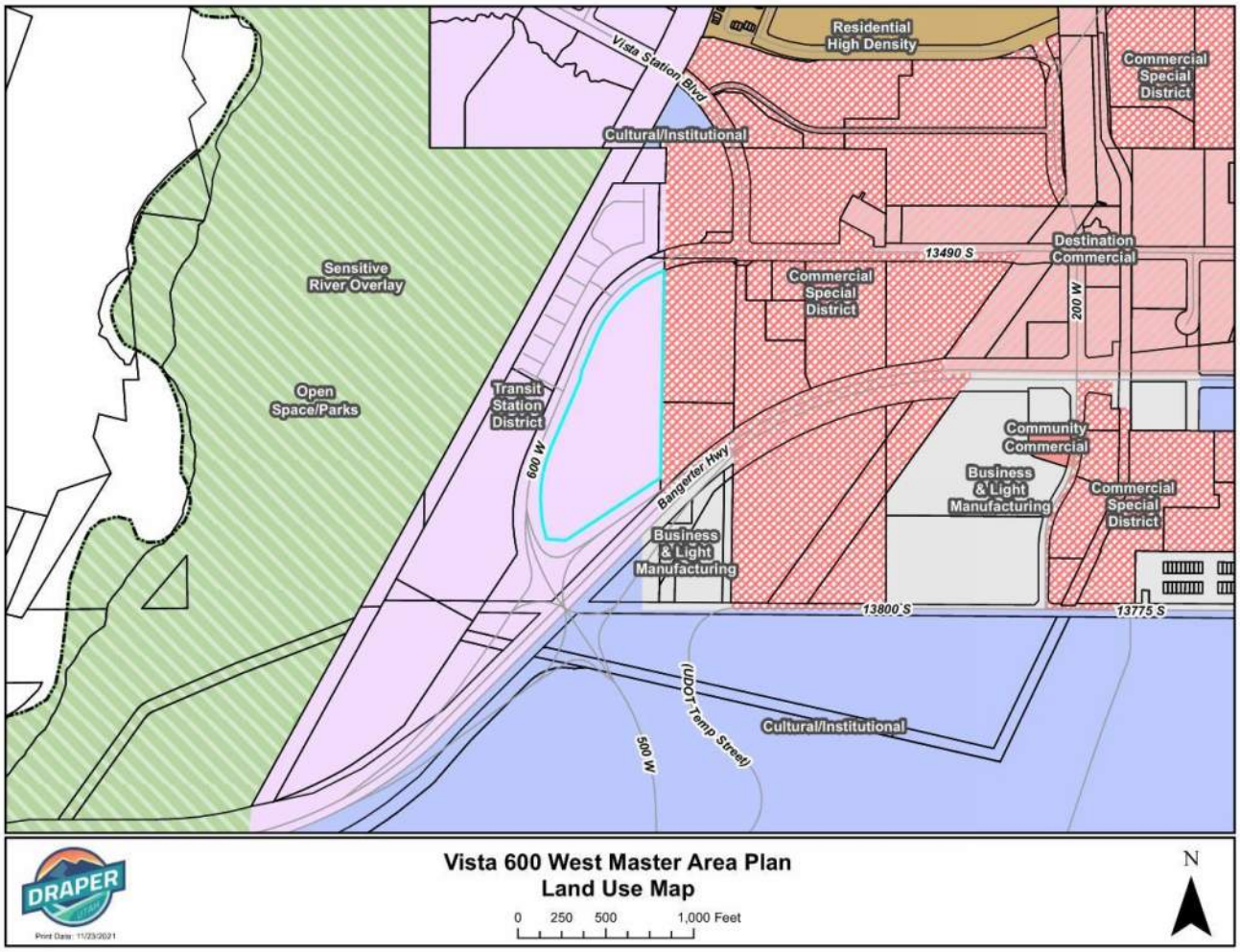


**EXHIBIT D**
**ZONING MAP**

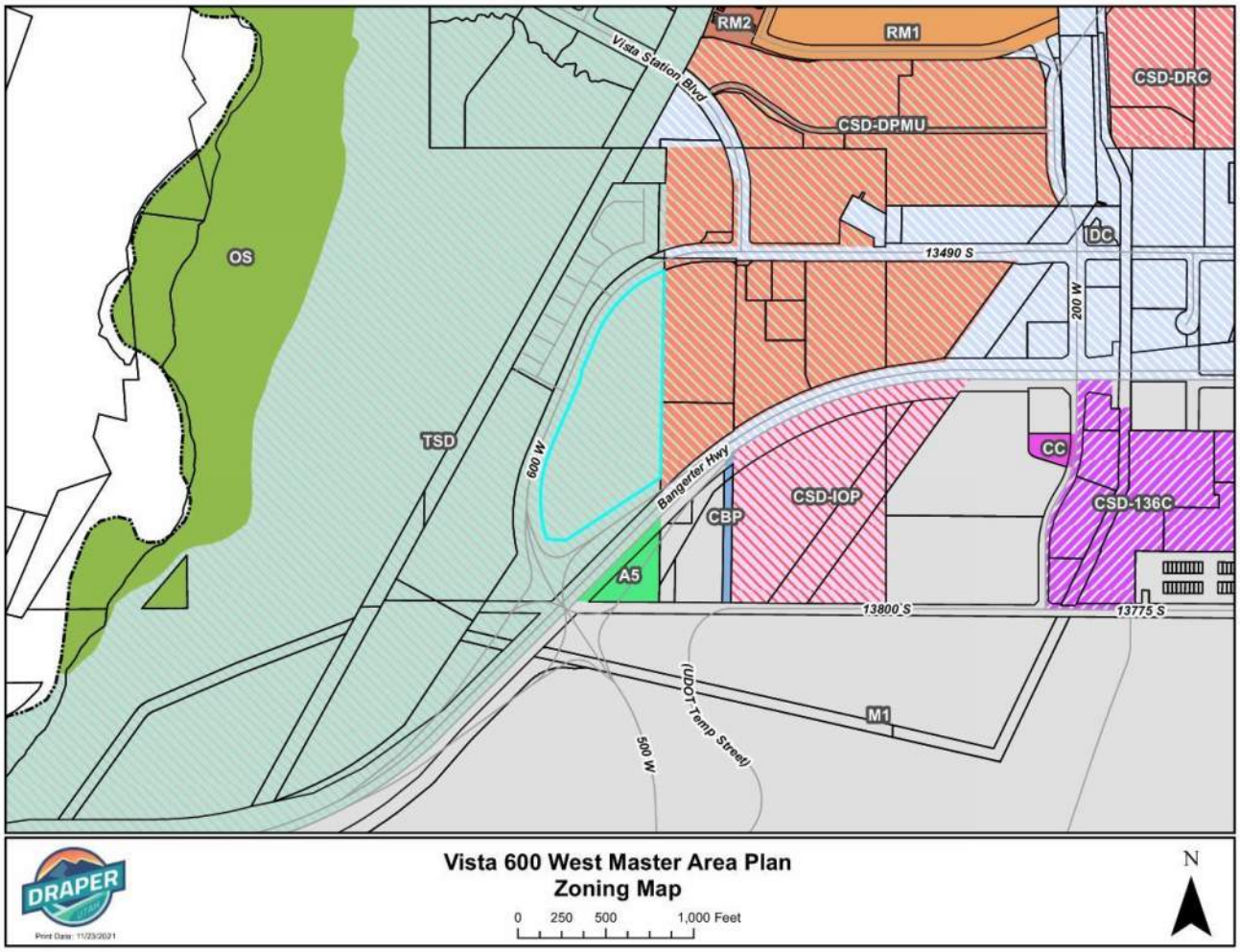


**EXHIBIT E**
**PROPOSED MASTER AREA PLAN**

BOYER WASATCH GROUP GARDNER COMPANY

# VISTA 600 WEST

The Vista 600 West project is located on the North East corner of the newly constructed intersection of Bangerter Highway and 600 West. The parcel consists of approximately 15 acres of land (see Exhibit A) to be developed into various uses ~~such as office~~ including, multi-family residential~~,~~ and retail ~~or a hotel~~.

~~The southern 7-10 acres may be used for one to two office buildings totaling approximately 250,000 square feet, a potential parking garage, and between 7,500 and 15,000 square feet of retail. There are two phases to the office building portion, Phase 1 is a single office building, and Phase 2 includes adding a second office building and a parking structure. The construction of Phase 2 will only happen if there is a market demand. The remaining northern 7-8 acres shall be used for apartment units (multiple buildings or one building, totaling approximately 250 units.~~ Four to five acres of the development's south western portion will be used for four retail pads, all of which will have drive through capabilities. Altogether this will total close to 20,000 ft of retail. The south eastern portion of the development will be used for two apartment buildings that cover 4-5 acres. The development's remaining northern 6-7 acres will also be used for multiple apartment buildings. Altogether the development will have 4-5 apartment buildings with a total unit count of approximately 305.

~~The proposed project fit within the area plan specifications for commercial office, multi-family and retail.~~

The entrance to the proposed development will be on the west side of the parcel on 600 West. The buildings will be oriented to the west towards 600 West, South towards Bangerter Highway, and North to the curve of 600 west

The transportation systems within the MAP area are mostly in existence including collector and arterial streets (Bangerter Highway, 600 West Street, Vista Station Blvd, Frontrunner Blvd, 200 West), and Frontrunner. The development plan intends to connect the adjacent developments to the east with a private drive and pedestrian connectivity.

Storm drainage and other utilities have been reviewed for capacity and are available for the site development.

Architectural and site design standards for the MAP are outlined in the Development Guidelines, including setback and parking standards. The project will be designed in such a way as to promote compatibility between the MAP area and adjoining properties. If applicable (based on market conditions), structured parking shall be designed to be compatible with the aesthetic of the other (UTA) parking garage located within the TSD zone.

~~The estimated sequence and timing of development of the subject parcel will be in an estimated 3 phases (Office, Retail and then Residential) with phase 1 starting in 2-5 years. Construction will commence when market conditions permit. There are no major public improvements or off site infrastructure improvements or facilities required or anticipated to be required in connection with the development of the MAP other than the standard wet and dry utilities.~~ Marketing will commence immediately on the retail portion of the development, with construction beginning as soon as users are procured. The housing element will follow shortly after and follow a phased approach with design for phase one beginning immediately upon MAP approval. There are no major public improvements or off-site infrastructure improvements, or facilities required or anticipated to be required in connection with the development of the MAP other than the standard wet and dry utilities.

The site plan and the proposed design guidelines have been reviewed and approved by the Architectural Control Committee. See Exhibit B.

A comprehensive sign program has included in the Development Guidelines.

Vista 600 West Architectural and Site Development Guidelines

**Development Standards:** Site development will occur in accordance with Chapter 9-14 Transit Station District (TSD) of the Draper City Municipal Code and the following development standards.

**Development Areas:** Based on land use, each building shall comply with the following development standards:

~~**Office**~~

1. ~~The architecture shall be the primary tool to create a strong sense of identity and place throughout the office district. All buildings will be articulated with use-appropriate scale, form, materials, and colors carefully considered and incorporated throughout the development phases.~~

2. ~~All building facades shall have the same character each utilizing the same materials, colors, features, forms, and design elements appropriate to the scale of the various building sizes.~~

3. ~~Building primary materials shall consist of granite, metal, composite metal panel, stone, EFIS, concrete, GFRC or tile.~~

4. ~~More than one material shall be required on all building facades.~~

5. ~~Buildings shall have a minimum of 40% high efficiency glazing.~~

6. ~~Buildings shall use 50% of a primary material.~~

7. ~~Buildings shall have notable entry features which could include: An arch or canopy over entry doors, Colors or materials that highlight the entry, Entry doors and lobby that extend beyond or are recessed behind the main footprint of the building.~~

8. ~~All mechanical equipment shall be screened from view, either by enclosure, parapet wall, or line of sight.~~

9. ~~Dumpsters shall be enclosed within a decorative masonry, split face CMU or honed CMU enclosure.~~

10. ~~The minimum front setback from right-of-way or exterior property lines shall be 10-feet.~~

11. ~~Building material placement and material colors shall be used to distinguish office building elevations from other office buildings in the immediate area, as approved by the ACC.~~

**Retail**

1. The minimum setback from right-of-way or exterior property lines shall be 5-feet.
2. Minimum building height shall be one-story.
3. More than one material shall be required on all building facades.
4. Building primary materials shall consist of granite, metal, composite metal panel, stone, EFIS, concrete, GFRC, tile or other similar material as approved by the ACC.
5. Dumpsters shall be enclosed within a decorative masonry, split face CMU or honed CMU enclosure.

~~**Hotels**~~

~~1. Minimum building height shall be three-stories.~~

~~2. More than one material shall be required on all building facades.~~

~~3. The minimum setback from right of way or exterior property line shall be 10-feet.~~

~~4. Building primary materials shall consist of granite, metal, composite metal panel, stone, EFIS, concrete, GFRC or tile.~~

~~5. Buildings shall use 50% of a primary material.~~

~~6. Buildings shall have notable entry features which could include: Arch or canopy, colors or materials, entry doors that extend beyond or are recessed beyond main footprint of the building.~~

~~7. All mechanical equipment shall be screened from view, either by enclosure, parapet wall, or line of sight.~~

~~8. Dumpsters shall be enclosed within a decorative masonry, split face CMU or honed CMU enclosure.~~

~~9. Every hotel building elevation that faces a public street or internal main private street or public open space shall have either a porch, balcony, private patio or window.~~

**Residential**

1. All Residential buildings (within a sub-phase) shall share the same unique architectural theme including, but not limited to, colors, materials, rooflines and entries. In addition, Livable Residential shall also share the same unique architectural theme in regard to rooflines and entries.
2. Building materials shall consist of at least three material types.
3. All Livable Residential will include ~~There shall be~~ a variety of floor plans/unit sizes within

each ~~project~~ sub-phase area.

4. Livable Residential Outdoor amenity space with seating and either a fire pit or a BBQ area, a tot lot, grass play area and an indoor exercise facility. A community clubhouse with an indoor and an outdoor amenity shall be provided for the entire residential project, other amenities to be determined by developer based on product type. Livable Residential- Stacked Flat amenities- A Clubhouse with a club room, exercise facility and pool with spa and one outdoor amenity space with a fire pit. Other amenities to be determined by developer based on product type.

5. ~~Each separate~~ All Residential B~~b~~uildings will be connected by internal walkways with shared use of outdoor common areas.

6. Multi-family buildings shall have roofs clad in asphalt shingles, wood shingles, standing seam metal, a similar, or a combination of similar materials or shall have flat roofs.

7. ~~Every multi-family building~~ Livable Residential building elevation that faces a public street or internal main private street or public open space, shall have either a porch, balcony, private patio or windows.

8. Residential Building with a~~A~~ny pitched roof covering the main body of the structure shall be hip style, monopitch or shed style, flat roofs or shall have symmetrical gables.

9. Livable Residential r~~R~~oof forms shall be designed to emphasize the residential units when possible and shall denote building elements and functions, including primary pedestrian entrances.

10. Residential Building setbacks are as follows: 20-feet from right-of-way or exterior property lines. Parking shall be allowed in setback areas along with garbage dumpsters.

11. Livable Residential building design and orientation should consider exposure to sunlight to avoid energy inefficiencies.

12. Prohibited materials: Vinyl and aluminum siding products are prohibited as wall materials.

13. Livable Residential color scheme. The use of a single-color scheme, minimal detailing, or blank (or largely blank) walls is not permitted. The use of exterior stairs is discouraged.

14. Livable Residential openings. Not less than twenty-five (25) percent of any front or rear building face shall be made up of window, opening (breezeways), garage door areas or man door areas. Not less than fifteen (15) percent of any side building face shall be made up of windows or door areas unless an adjacent building within twenty (20) feet of that side face obscures the majority of that side face from public view. The front of the building is defined as the elevation which includes the primary entrance of the building.

15. Pedestrian pathways shall be provided between access points, entryways, public gathering nodes, and parking areas.

~~Building material placement and material colors shall be used to distinguish residential building~~

~~elevations from other residential buildings in the immediate area, as approved by the ACC.~~

**Landscape**

1. The landscaping shall define and enhance primary public entrances into each project.
2. Ornamental landscaping shall be strategically designed to provide intimate outdoor spaces for public amenities and at pedestrian pathways and entrances.
3. Landscape design shall promote water conservation by the use of water- wise, drip irrigation, and drought tolerant plant types.
4. ~~A 10-foot landscaping buffer shall be required along the east property line adjacent to the existing hotel.~~
4. The tree palette for each project shall be a combination of deciduous and non-deciduous trees and shade and ornamental trees.
5. The initial tree size shall have a minimum 2-inch caliper and be a minimum 6-ft high.
6. ~~Landscaping berms measuring 3 feet in height will be used around the perimeter of the office park, when possible, to help minimize the visual impact of the parking field.~~
6. Parking to be screened with landscaping when possible, including the proposed parking structure.
7. Minimum 5' of landscaping is required around perimeter of the entire project.
8. Public Use Space (private or public): Public Use Space maybe in the form of landscape areas, landscape areas with walkways, hardscape areas, pool deck/pool/spa areas, areas with a change in hardscape such as color/material changes, areas with lighting such as bollards or pole lighting, and the 600 west pedestrian zone (landscaping, 4' soft path, 5~~8~~' concrete sidewalk and 4' park strip). ~~See Exhibit C.~~
9. All multiple-family projects shall submit a landscaping plan in accordance with Chapter 23, "Landscaping and Screening," of this title unless otherwise specified within these development guidelines.
10. Landscaping shall be used as a land use buffer where appropriate~~, especially between the parking structure and the adjacent hotel~~.
11. Detention basins shall be adequately landscaped and maintained.
12. Drought tolerant landscaping is highly encouraged.

Parking

1. ~~The parking for office buildings shall be a minimum of 3 stalls and per 1,000 square feet.~~
1. The parking for retail buildings shall be a minimum of 1.87 stalls per 1,000 square feet.

2. Parking stalls shall be 18-feet in length and 9-feet in width.

3. Landscape islands will measure 8-feet in width and 18-feet in length shall be placed at either end of parking rows longer than 16 stalls.

~~4. The parking for Hotels shall be a minimum of .75 stall per room.~~

4. The parking for residential buildings shall be a minimum of 1.68 stalls per dwelling unit. Driveways and garages shall count towards total parking requirements.

5. Parking to be screened with landscaping when possible.

6. Parking Structures will be allowed (if needed as determined by the developer) as part of the project to accommodate higher density land uses, otherwise surface parking will be the main form of parking for all land uses.

   -Parking structures shall include the use of the same or consistent building façade materials as the retail and residential ~~office~~ building(s) and be designed as an integral component of the site plan and architectural theme. Acceptable complementary materials added to the concrete parking structure are those that are similar in durability, color and/or appearance of the residential and retail ~~office~~ building facades.

   -Parking structures shall follow best CPTED practices and provide for well-lit and visible pedestrian corridors, visible parking areas, security devices, and natural surveillance both inside and outside of the structure.

   -Landscaping and architectural materials, forms, and scale shall be used to enhance the parking structure.

   ~~-Pedestrian pathways shall connect the pedestrian exit from the parking structure to the buildings it serves.~~

   -When adjacent to a public right-of-way, the building design shall include human scale detailing to enhance the relationship with the pedestrian.

7. Shared parking is encouraged and can be double counted for the differing land uses, such as ~~office~~ retail and residential.

**Lighting**

1. Parking lot lighting in commercial areas shall provide adequate illumination at a minimum .5 foot-candles and max of 4 foot-candles.

2. Parking lot lighting in commercial areas shall utilize cutoff type fixtures.

3. Parking lot lighting in commercial areas shall not be taller than 30-feet.

4. All residential areas shall submit a lighting plan that illustrates lighting accommodation for automobile and pedestrian networks.

5. Exterior lighting along streets shall be pedestrian in scale.

6. Low level bollard lighting is encouraged for illumination of internal pedestrian pathways.

**Signage**

The following standards are for all uses within the Vista 600 West MAP.

1. Each monument sign shall have a uniform, architecturally compatible design, with faces not larger than one hundred (100) square feet. Monument signs shall not exceed seven feet (7') in height and fourteen feet (14') in width.

2. Wall signs may be installed by individual businesses/buildings on freestanding and in-line single-/multi-tenant buildings ~~and on hotels~~. Signs shall have individually illuminated letters or decorative sign cabinets. Where sign cabinets are utilized, they shall be built into the architectural fascia.

3. Suspended, Blade Type Project Signs: Suspended or blade type projecting signs are allowed provided they are not more than fifty (50) square feet of sign area. Each elevation will be allowed one suspended or blade type sign. Suspended or blade type signs may be provided along pedestrian walkways and shall maintain a minimum clearance of seven feet (7') above the pavement.

~~4. Tower Signs: One tower sign shall be allowed for each hotel. The sign may be a multi-tenant sign and shall be no taller than forty feet (40') with a maximum sign area of two hundred (200) square feet.~~

4. The location of all signs must be approved by the City Engineer to ensure clearance of sight distance requirements.

5. All monument ~~and tower signs~~ shall be located outside of any public utility easement.

~~Commercial, Office and~~ Retail Uses: ~~Commercial, office and r~~Retail uses shall be allowed the following:

1. One monument sign may be allowed ~~is allowed per office building and one monument sign is allowed~~ at the entrance to each ~~office~~ retail district, depending on the approval from the architectural committee.

2. Wall signs shall be allowed for every one linear foot of building length, two (2) square feet of wall signage on ~~hotel, office and~~ retail buildings.

3. Wayfinding signs shall be allowed in the project. The overall height shall not exceed eight feet (8') and the area of the sign shall not exceed one hundred (100) square feet.

4. Flags or banners placed on light poles shall be at least seven feet (7') above the pavement.

Residential Uses: Each residential use shall be allowed the following signage:

1. Two (2) freestanding monument signs per the standards outlined above.

2. Portable banner signs, with a maximum area of fifty (50) square feet shall be allowed in each residential project.

3. Flags and A-frame signs shall be allowed during lease times for each residential project.

4. Wall signs are permitted as follows: for every one (1) linear foot of building length, two (2) square feet of wall signage shall be allowed on each building elevation.

5. Electronic message signs are permitted on any residential building. All electronic message signs shall comply with subsection below.

Electronic message signs are permitted on ~~any hotel, office or~~ retail buildings. ~~Tower signs for hotels may also be electronic message signs.~~ All electronic message signs shall comply with subsection below.

1. Full color messages or images only and the use of single colored text and images is prohibited.

2. Each message/advertisement displayed on an EMC shall remain static for a minimum of eight (8) seconds. Animation, flashing, starburst or other similar frame effects are prohibited.

Pixel pitch shall be as follows:

1. EMC's within the MAP, but not directed toward Bangerter Highway may shall have a true pixel pitch between one millimeter (1 mm) and ten millimeters (10 mm) due to closer proximity of travelers to signs.

2. EMC's directed toward Bangerter Highway shall have a true pixel pitch between one millimeter (1 mm) and sixteen millimeters (16 mm) due to higher speeds and distance between travelers and signs.

3. No EMC shall utilize a white or solid colored background for greater than or equal to fifty percent (50%) of the sign area.

4. All EMC's are required to comply with the following LED sign illumination requirements:

   -All permitted EMC's shall be equipped with a sensor or other device that automatically determines the ambient illumination and is programmed to automatically dim according to ambient light conditions, or that can be adjusted to comply with the 0.3 foot-candle measurements. In addition, EMCs must have a default mechanism to turn off the sign within twenty four (24) hours of a reported malfunction.

   -Sign illumination levels for EMC's shall never, at maximum display intensity, exceed 0.3 foot-candle over ambient lighting conditions when measured at the distance based on the formula of square root of area of sign times one hundred (100). Light cutoff devices shall minimize light above the sign.

   -The illuminance of an EMC shall be measured with an illuminance meter set to measure

foot-candles accurate to at least two (2) decimals. Illuminance shall be measured with the EMC off, and again with the EMC displaying a white image. All measurements shall be taken perpendicular to the face of the EMC at the distance determined by the total square footage of the EMC as set forth in this subsection.

-The applicant shall submit a photometric matrix (showing the dispersal in foot-candles) showing that the sign meets all the requirements of this code.

-The owner shall be required to submit written certification from the sign manufacturer that the light intensity shall not exceed the maximum levels specified in the above table and photocell dimming prior to the issuance of a sign permit.




# **VISTA 11 SITE** - OPEN SPACE

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GARDNER COMPANY

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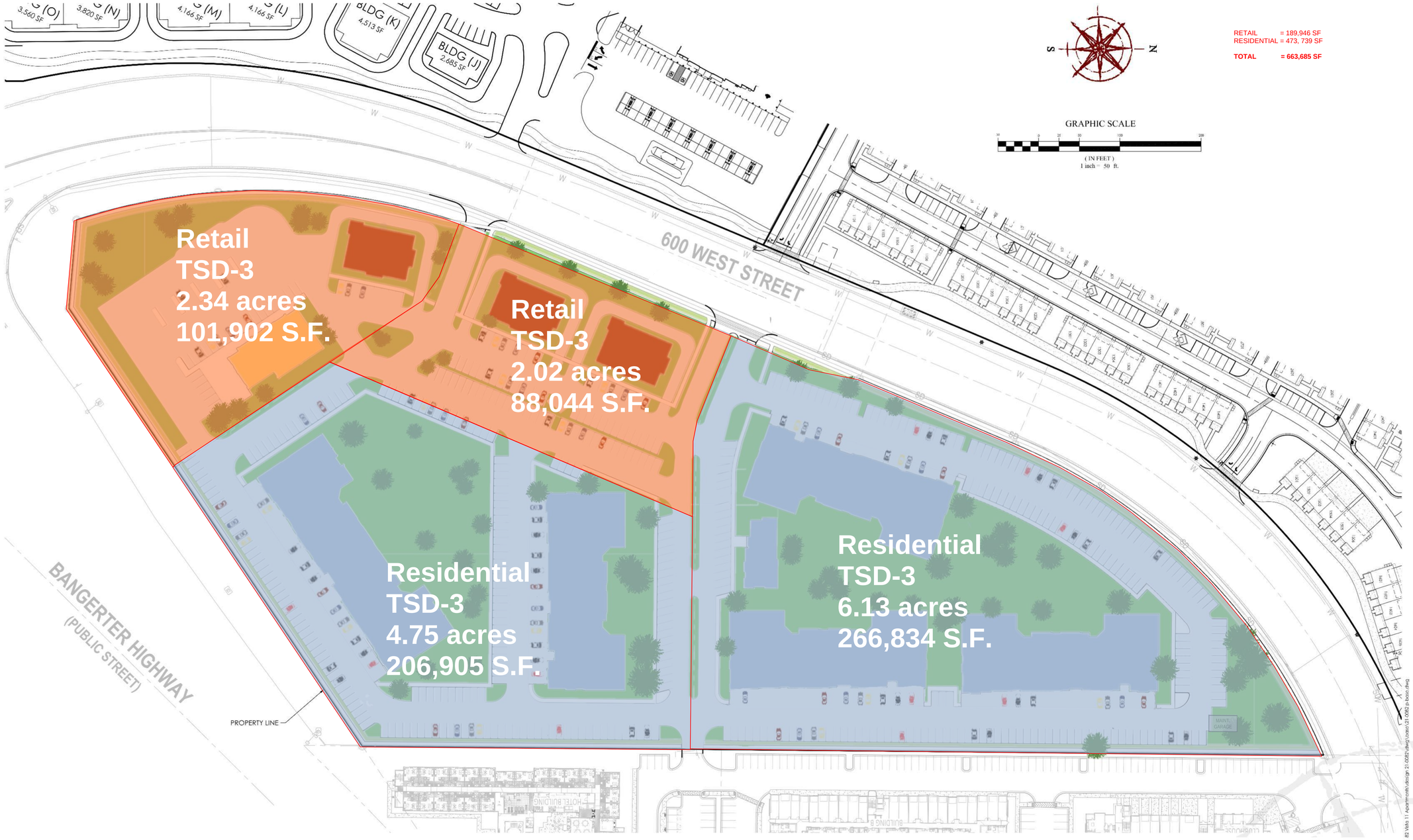
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# VISTA 11 SITE - LAND USE

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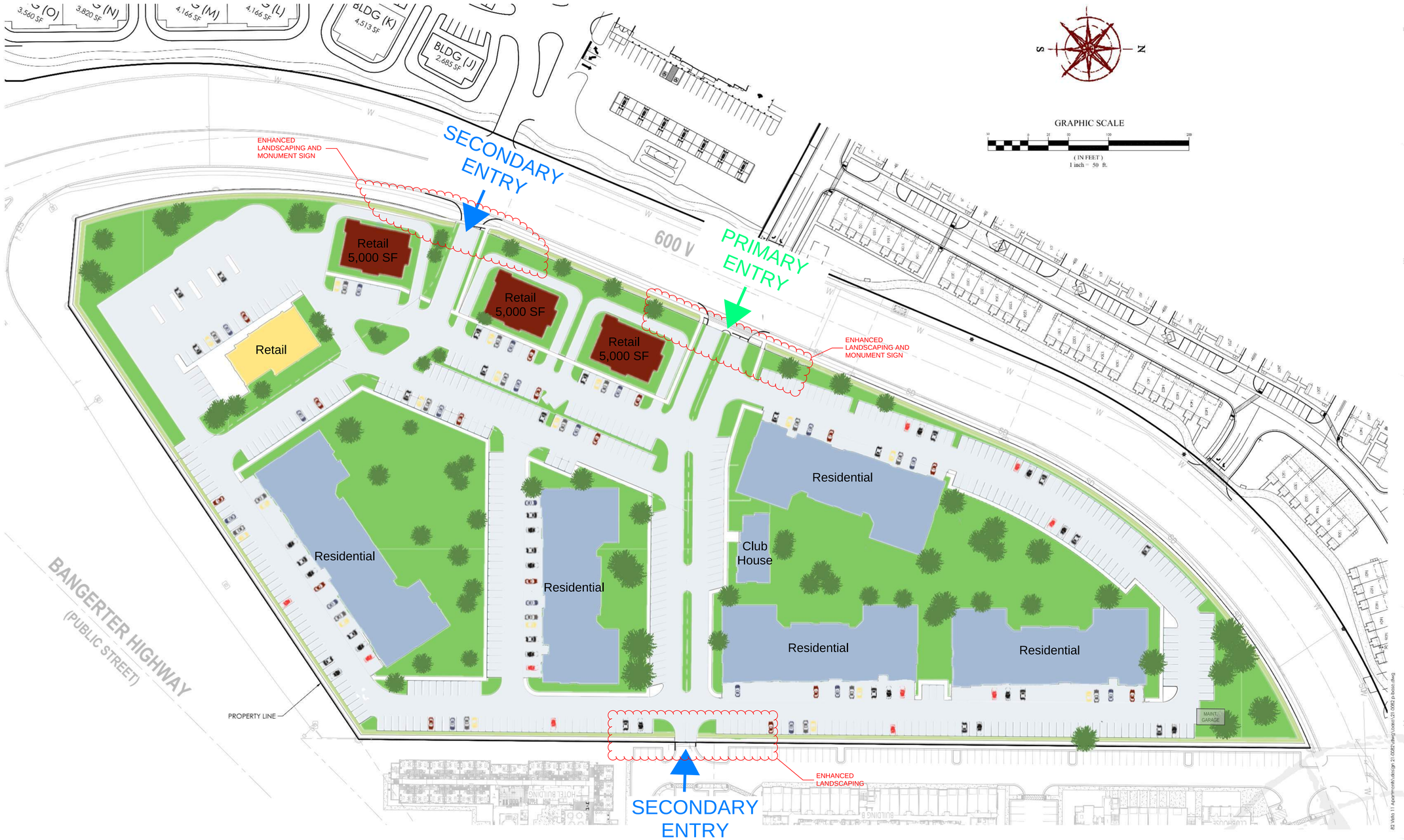
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# VISTA 11 SITE - ENTRY POINTS

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# VISTA 11 SITE - PEDESTRIAN CIRCULATION

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# **VISTA 11 SITE** - OPEN SPACE

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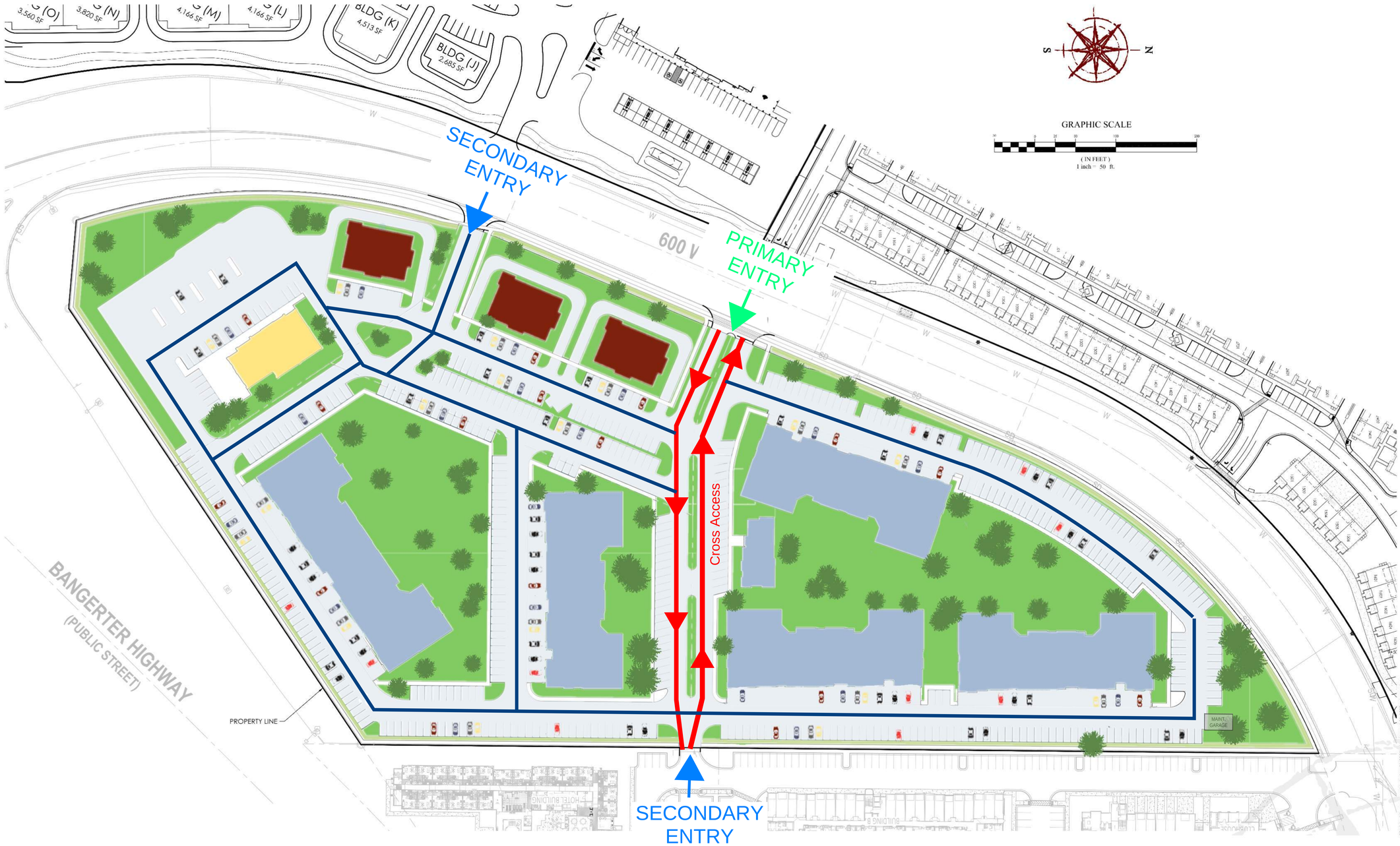
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# **VISTA 11 SITE** - VEHICULAR NETWORK

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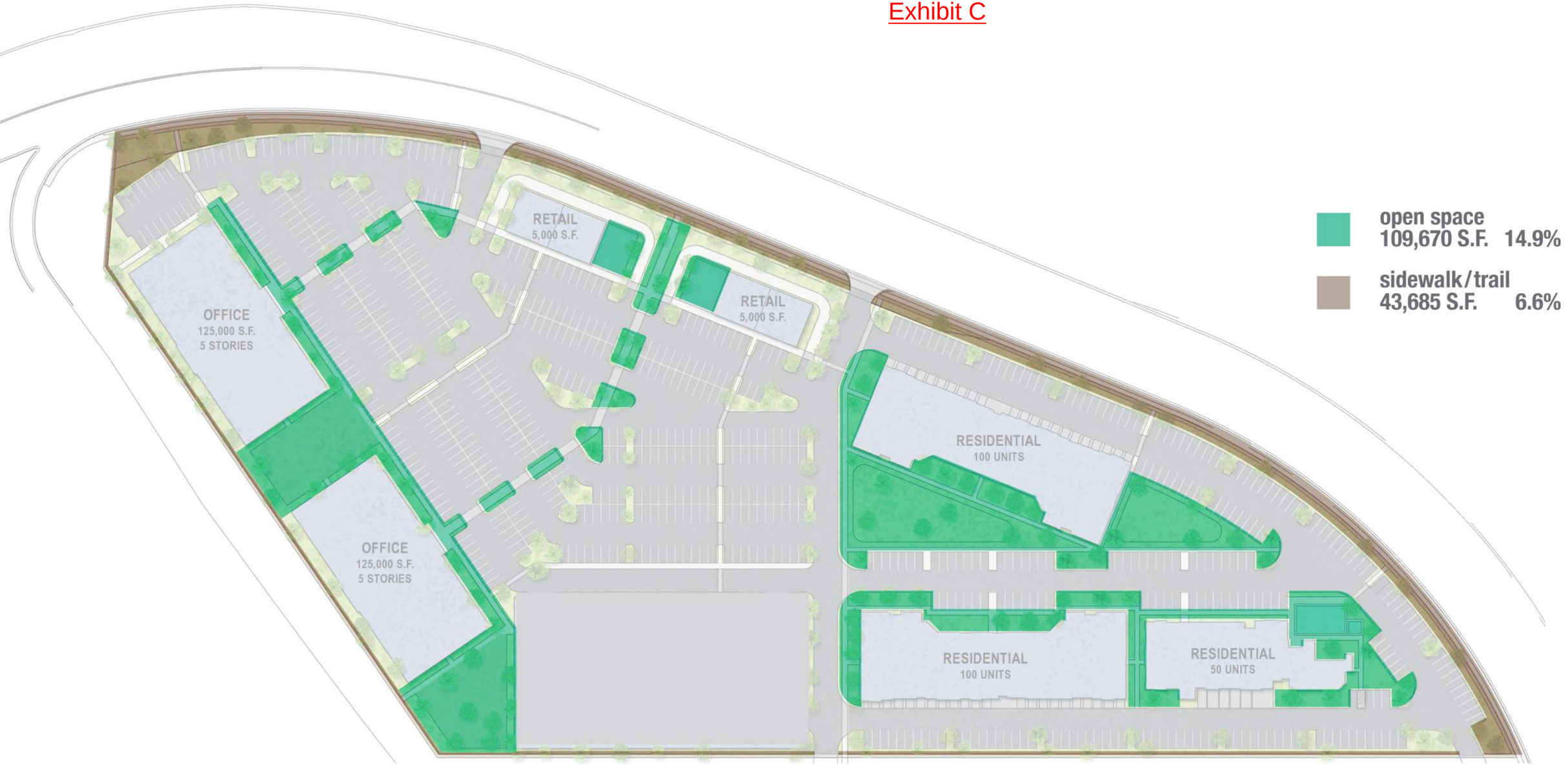
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# EXHIBIT F
# APPROVED MAP EXHIBITS

Exhibit C




VCBO ARCHITECTURE

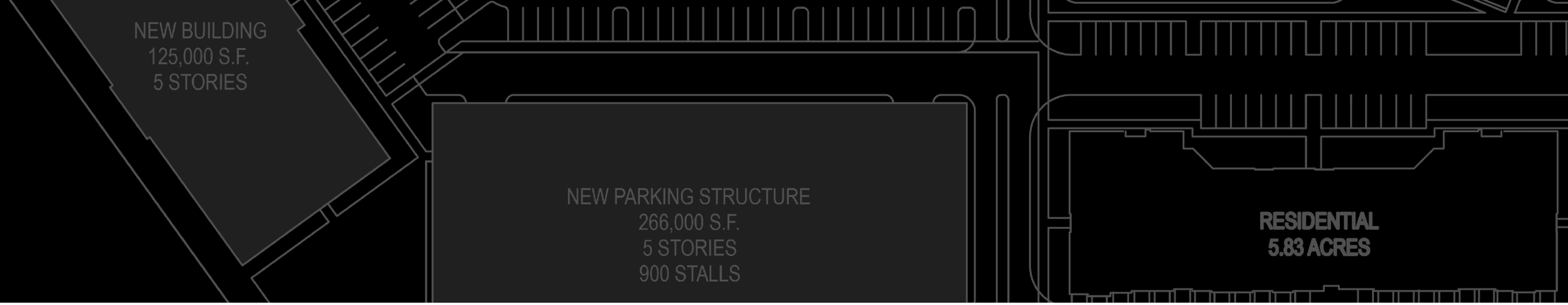
# VISTA 600 WEST – PHASE 2 – OPEN SPACE

Draper, UT

BOYER

GARDNER COMPANY Building community.

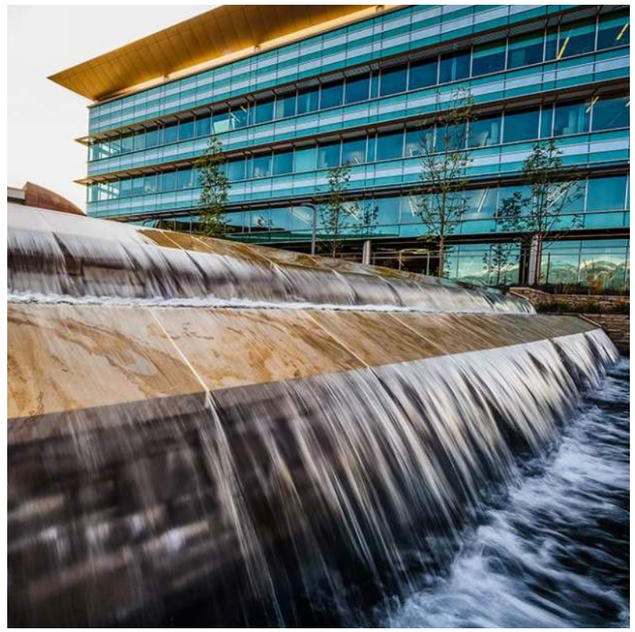
WASATCH GROUP













BOYER

GARDNER COMPANY
Building community.

WASATCH
GROUP

# VISTA 600 WEST

SITE PLAN | 09 JANUARY 2018

VCBO
ARCHITECTURE




| **DATA TABLE** - PHASE 1 |
|---|
| OVERALL SITE - 15.24 ACRES - 663,688 SF<br>RETAIL - 10,000 SF<br>OFFICE - 125,000 SF<br>RESIDENTIAL - 250 UNITS |
| **RESIDENTIAL DENSITY**<br>250 UNITS / 5.92 ACRES = 42.2 DU/AC |
| **FLOOR AREA RATIO**<br>OFFICE - 125,000 SF / 330,490 SF = 0.38 FAR<br>RETAIL - 10,000 SF / 75,548 SF = 0.13 FAR |
| **OPEN SPACE**<br>ENHANCED SITE - 98,580 SF = 14.9%<br>SIDEWALK / WALKING TRAIL - 43,685 SF = 6.6%<br>REQUIRED - 663,688 SF X 0.15 = 99,553 SF |
| **PARKING**<br>RETAIL - 10,000 SF - 6.90 PER 1,000 = 69 STALLS<br>OFFICE - 125,000 SF - 5.52 PER 1,000 = 690 STALLS<br>RESIDENTIAL - 250 UNITS - 1.14 PER UNIT = 234 SURFACE + 50 PRIVATE GARAGES |

VCBO ARCHITECTURE

# VISTA 600 WEST – PHASE 1

Draper, UT

BOYER

GARDNER COMPANY Building community.

WASATCH GROUP




| **DATA TABLE** - PHASE 2 |
|---|
| OVERALL SITE - 15.24 ACRES - 663,688 SF<br>RETAIL - 10,000 SF<br>OFFICE - 250,000 SF<br>RESIDENTIAL - 250 UNITS |
| **RESIDENTIAL DENSITY**<br>250 UNITS / 5.92 ACRES = 42.2 DU/AC |
| **FLOOR AREA RATIO**<br>OFFICE - 250,000 SF / 330,490 SF = 0.76 FAR<br>RETAIL - 10,000 SF / 75,548 SF = 0.13 FAR |
| **OPEN SPACE**<br>ENHANCED SITE - 109,670 SF = 16.5%<br>SIDEWALK / WALKING TRAIL - 43,685 SF = 6.6%<br>REQUIRED - 663,688 SF X 0.15 = 99,553 SF |
| **PARKING**<br>RETAIL - 10,000 SF - 6.90 PER 1,000 = 69 STALLS<br>OFFICE - 250,000 SF - 5.22 PER 1,000 = 1,305 STALLS (900 STALL PARKING STRUCTURE)<br>RESIDENTIAL - 250 UNITS - 1.14 PER UNIT = 234 SURFACE + 50 PRIVATE GARAGES |

VCBO ARCHITECTURE

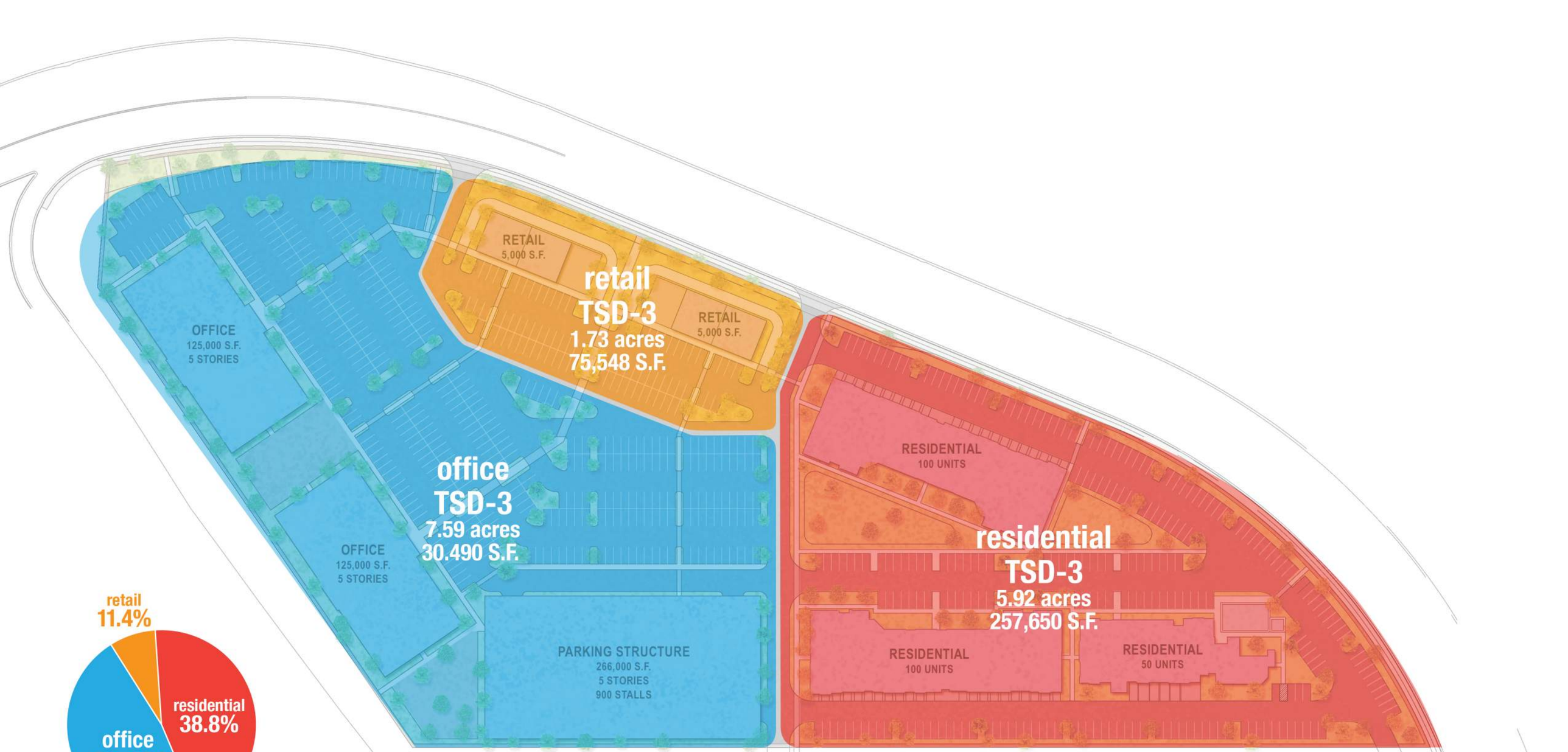
# VISTA 600 WEST - PHASE 2

Draper, UT

BOYER

GARDNER COMPANY Building community.

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VCBO ARCHITECTURE

# VISTA 600 WEST – PHASE 2 – LAND USE

Draper, UT

BOYER

GARDNER COMPANY
Building community.

WASATCH GROUP




# VISTA 600 WEST – PHASE 2 – OPEN SPACE

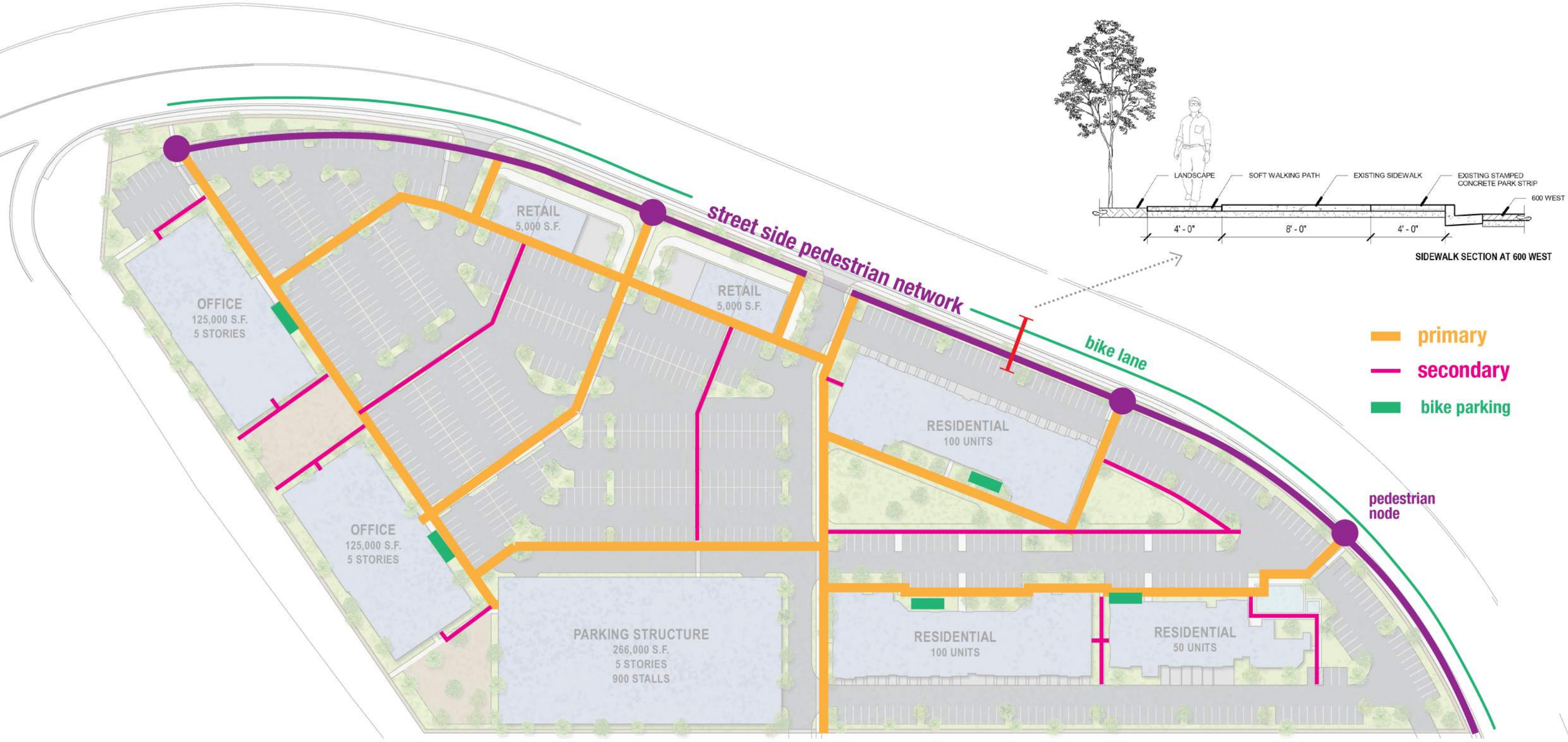
Draper, UT

VCBO ARCHITECTURE

BOYER

GARDNER COMPANY Building community.

WASATCH GROUP







SIDEWALK SECTION AT 600 WEST

# VISTA 600 WEST – PHASE 2 – PEDESTRIAN NETWORK

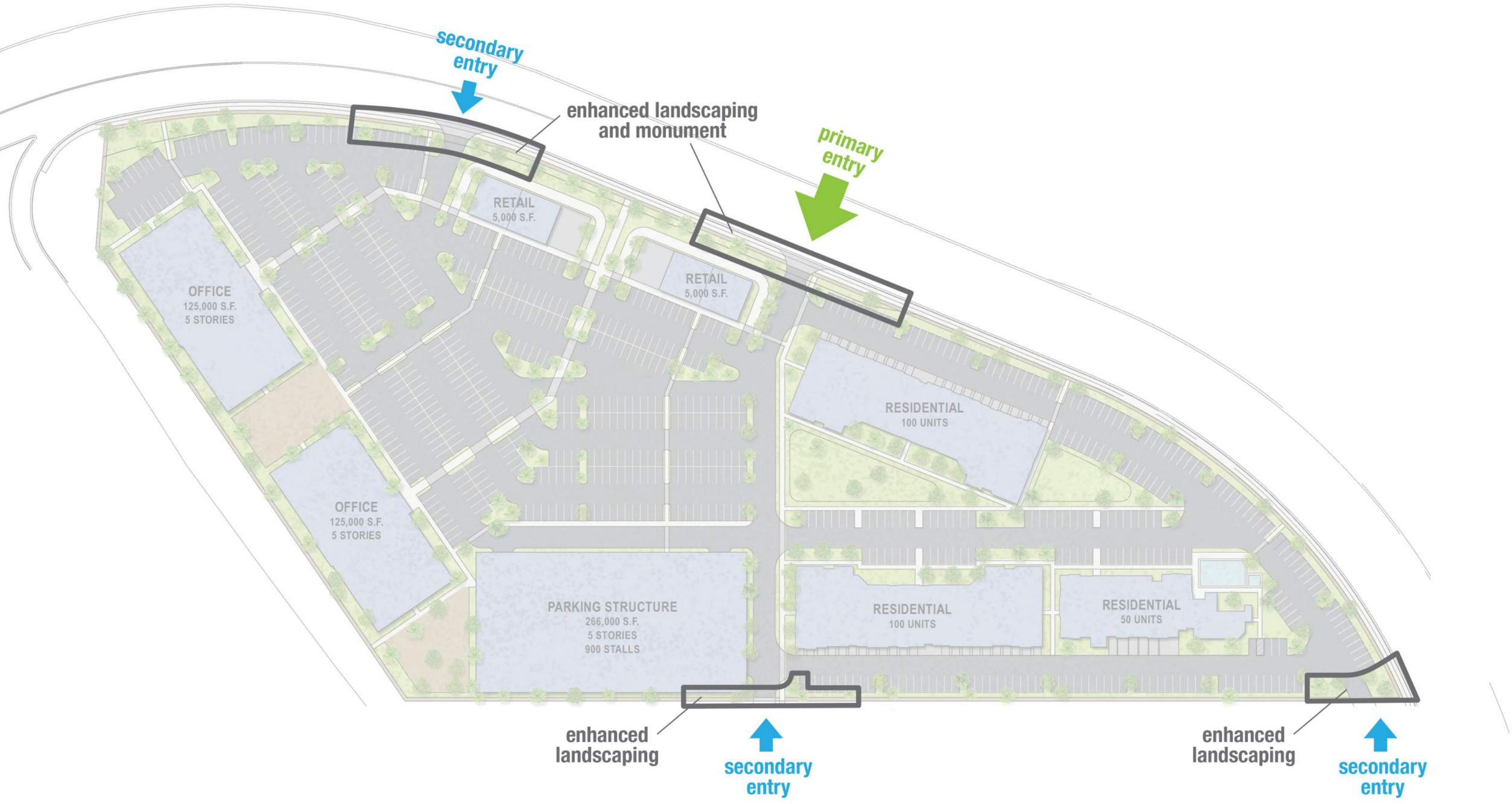
Draper, UT

VCBO ARCHITECTURE

BOYER

GARDNER COMPANY Building community.

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VCBO ARCHITECTURE

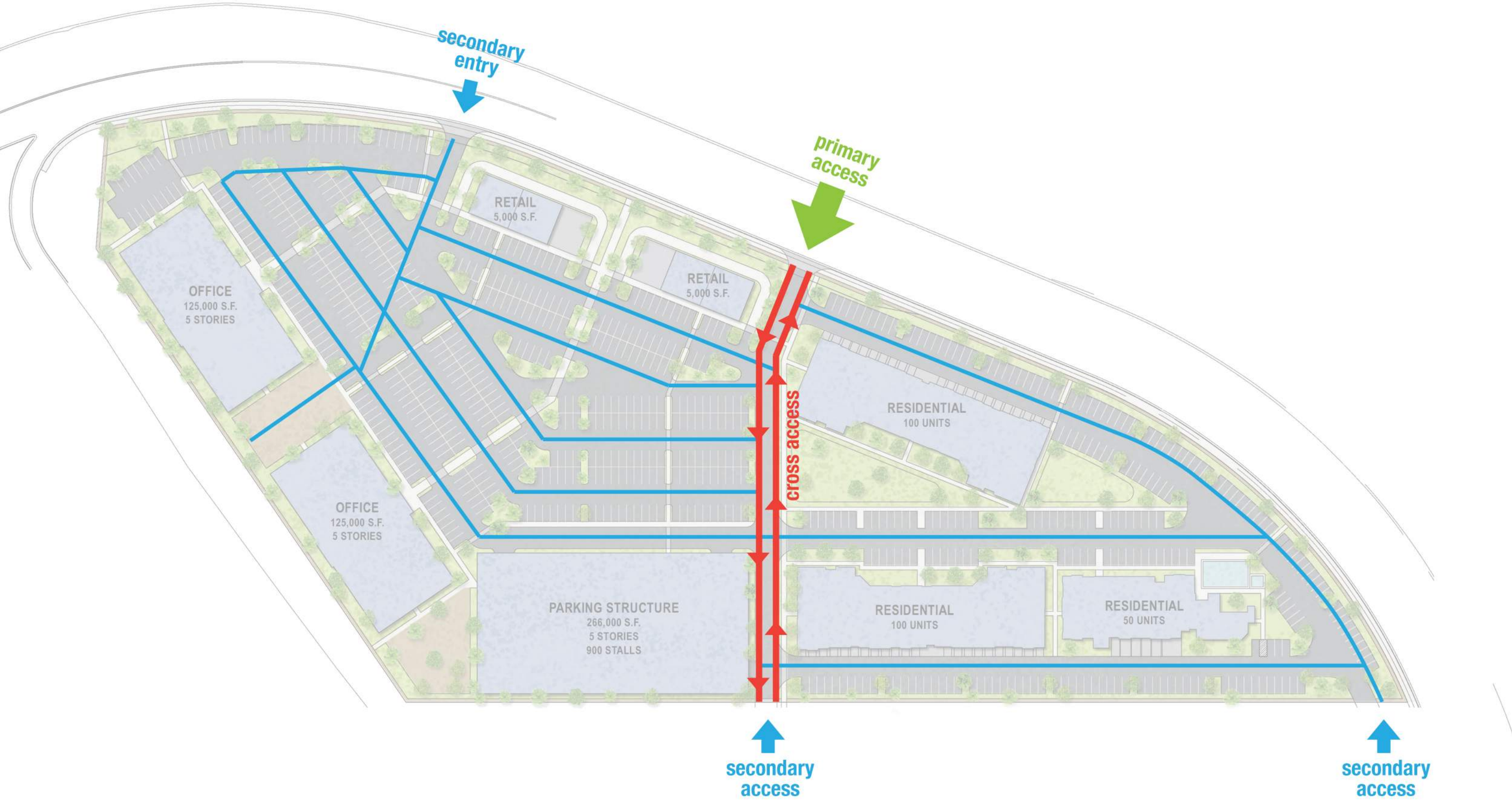
# VISTA 600 WEST – PHASE 2 – ENTRY POINTS

Draper, UT

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# VISTA 600 WEST – PHASE 2 – VEHICULAR ACCESS

Draper, UT

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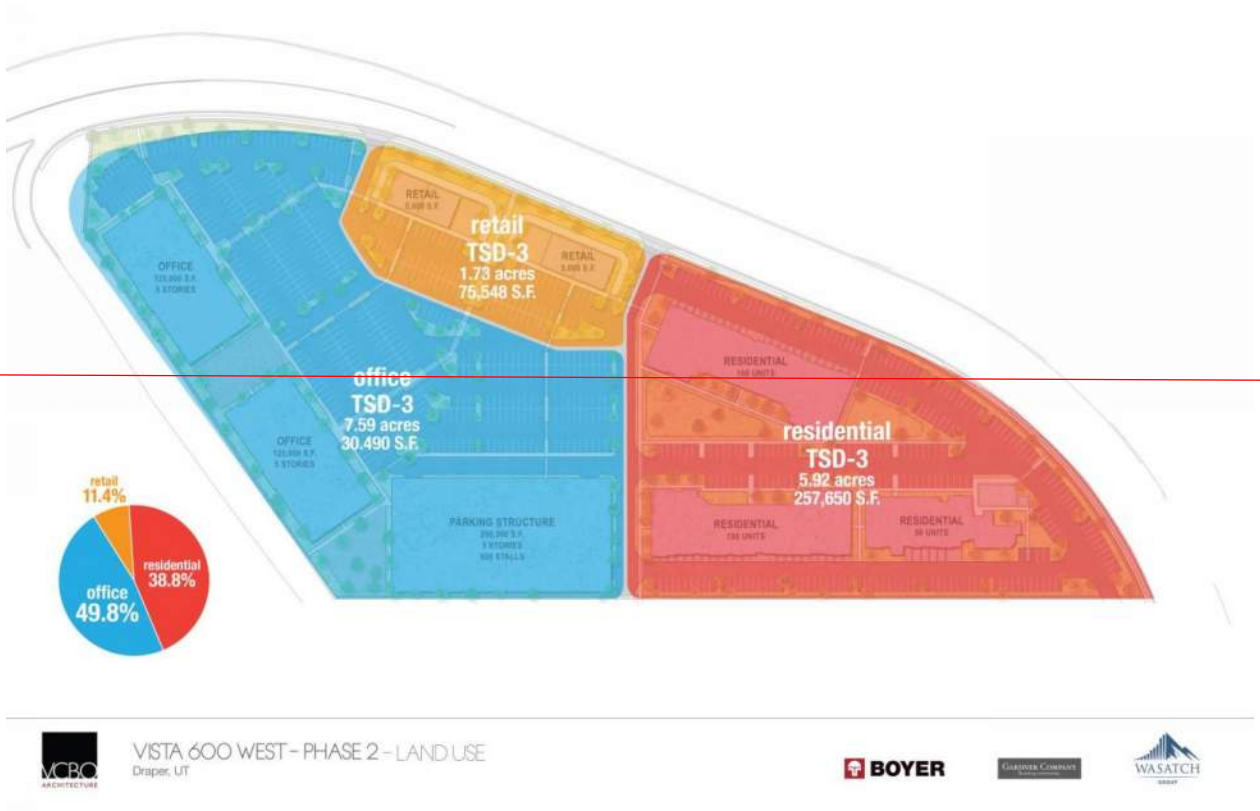
**EXHIBIT G**
**LEGISLATIVE DRAFT**

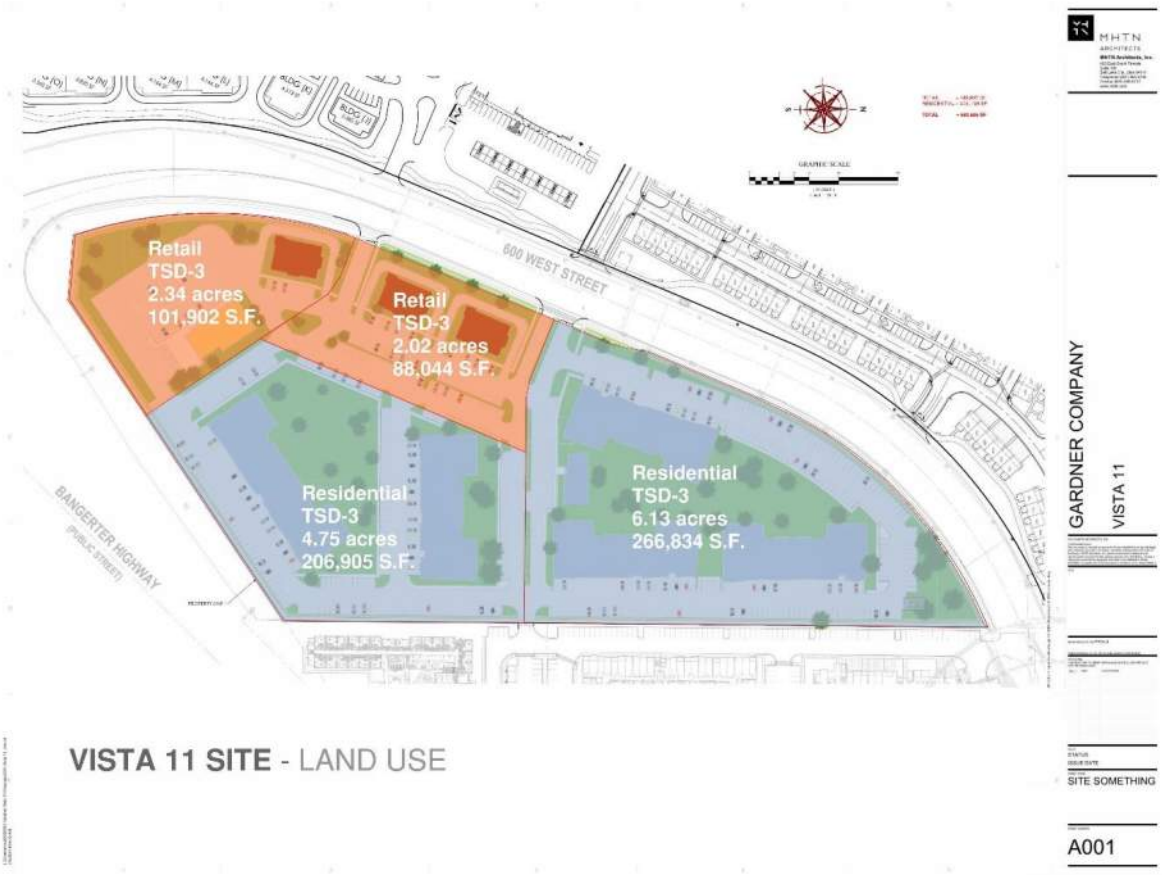
Legislative Draft

Vista 600 West Master Area Plan and Text Amendment

**9-14-110: STREET AND ALLEY CROSS SECTIONS:**

EXHIBIT 9-14-1






**VISTA 11 SITE** - LAND USE

# EXHIBIT H
# TRAFFIC IMPACT STUDY EXECUTIVE SUMMARY

# Introduction and Summary

## PURPOSE OF REPORT AND STUDY OBJECTIVES

The purpose of this Traffic Impact Study (TIS) is to identify the traffic impacts for the proposed development, located in Draper City, Utah. The study objectives are as follows: 1) define the study intersections, 2) estimate trip generation, 3) estimate trip distribution for the site before and after development, 4) analyze AM and PM peak traffic conditions with and without the project traffic in 2026, and 5) recommend improvements to mitigate traffic impacts if necessary.

## EXECUTIVE SUMMARY

**SITE LOCATION AND STUDY AREA –** The location of the project development site is on the northeast corner of the 600 West / Bangerter Highway intersection in Draper City, Utah (see **Figure 1**). The proposed development is bordered by Bangerter Highway on the south side of the development and 600 West on the west and north sides of the development. This study will address the following intersections near the study area.

- Bangerter Highway & 600 West
- 600 West & Vista Station Boulevard

**DEVELOPMENT DESCRIPTION –** The development will consist of 300 Multifamily homes, 15,000 square feet of retail space, and a fuel station proposed to have 12 fueling stalls. It is anticipated the development will be fully built in the year 2026.

**PRINCIPAL FINDINGS –** It is anticipated that the development will not cause the study intersections to operate at an unacceptable Level of Service (LOS).

### CONCLUSIONS & RECOMMENDATIONS

1. Existing Conditions: - All study intersections operate at an acceptable LOS. The intersection with the highest delay is 600 West & Vista Station Boulevard, with a LOS C and an intersection delay of 17.9 seconds in the PM. The highest delay in the AM is 600 West & Vista Station Boulevard, with LOS C and an intersection delay of 14.1 seconds. No recommended mitigations at this time.
2. The proposed development is estimated to generate approximately 4,964 new external daily trips, with 250 during the AM peak and 343 during the PM peak. The pass-by adjustment for the AM & PM peak hour is 62% and 56%, respectively.
3. Existing Plus Project Conditions: - All intersections function at an acceptable LOS. The study intersection with the highest delay is 600 West & North Project Access, with LOS C and an intersection delay of 22.7 seconds during the AM peak hour. The highest delay in the PM is 600 West & Vista Station Boulevard, with a LOS C and an intersection delay of 22.2 seconds. No recommended mitigations at this time.

4. 2026 Background Conditions: - Using the historical growth from UDOT station 035-5695, a 15% growth (3% each year) rate was applied to project 2021 volumes to 2026. All study intersections function at an acceptable LOS. The intersection with the highest delay is 600 West & Vista Station Boulevard with LOS C and an intersection delay of 22.0 seconds during the PM peak hour. The highest delay in the AM is 600 West & Vista Station Boulevard, with a LOS C and an intersection delay of 15.8 seconds. No recommended mitigations at this time.
5. 2026 Background Plus Project Conditions: - After adding project traffic to the 2026 Background scenario to create the 2026 Background Plus Project scenario, all intersections operate at an acceptable LOS. The 600 West & Vista Station Boulevard intersection delay changed from LOS C to LOS D compared to the 2026 Background scenario. The intersection with the highest delay is 600 West & Vista Station Boulevard, with LOS D and an intersection delay of 28.6 seconds during the PM peak hour. The highest delay in the AM is 600 West & North Project Access, with LOS C and an intersection delay of 26.3 seconds. No recommended mitigations at this time.

# Proposed Development

## SITE LOCATION

The location for the development is on a vacant lot in Draper, Utah (see **Figure 1**); it is on the northeast side of the Bangerter Highway and 600 West intersection.

**Figure 1: Project Location**



## SITE PLAN AND PREFERRED ACCESS

The site will have three accesses – two on the west side of the project onto 600 West and one on the east side of the project leading into the adjacent commercial property parking lot. The site has one partial access on the south side of the project from 600 West that is a right turn in and right turn out (RIRO). The primary access is full access and is on the north side of the project on 600 West to the north of the partial access. **Figure 2** shows the proposed site plan**.**

The south access on 600 West is recommended to be a dedicated right turn lane into the project. This access should be 660 feet away from the crosswalk on Bangerter Highway westbound exit ramp (approximately where the median on 600 West currently terminates). The median on 600 West should be extended an additional 150 feet to the north of the new intersection to prevent traffic from making a left turn into or out of this access. This dedicated right turn lane should meet the minimum AASHTO requirements of at least 100 feet for storage, 265 feet for deceleration (based upon 40 MPH), and 180 feet for tapering (at a 15:1 ratio), for a total length of 545 feet (AASHTO, 2018) . This southwest access will begin after traffic is forced to merge from the Bangerter Highway off ramp, so the taper length is eliminated for a total length of 365 feet for this turn pocket is recommended. This turn pocket lane must be a minimum of 10 feet wide, a 12 foot wide lane is preferable.

The north access from 600 West is recommended to have a dedicated left turn lane into the project. This dedicated left turn lane should replace the existing two-way left-turn lane (TWLTL) on 600 West and should have the same length requirements as the southwest access lane of 365 feet. Both of these access points have an optional acceleration lane that could be used for traffic leaving the project, however pedestrian traffic is a safety consideration when using a right turn acceleration lane.

The recommendations for the south project access are to have dedicated right turn in and right turn out (RIRO) lanes, and to extend the median 150 feet past the project access. The north access is recommended to be full access, with a stop control on the westbound leg of the access point. This north access should have dedicated left and right turn lanes for leaving the project, a left turn lane for entering the project from southbound 600 West, and a shared thru-right for entering the project from northbound 600 West.

***Source: AASHTO A Policy on Geometric Design of Highways and Streets "The Green Book" (2018), pages 98-99***




1 SITE PLAN - EXPANDED

SCALE: 1" = 60'-0"

MHTN
ARCHITECTS
**MHTN Architects, Inc.**
420 East South Temple
Suite 100
Salt Lake City, Utah 84111
Telephone (801) 595-6700
Telefax (801) 595-6717
www.mhtn.com

GARDNER COMPANY

VISTA 11

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SEAL

FOR REFERENCE ONLY

MHTN PROJECT NO. PROJ #

Original drawing is 30 x 42. Do not scale contents of this drawing.

REVISIONS
CONTRACTOR TO VERIFY DRAWINGS IN FIELD USE REFLECT LAST REVISION DATE.

| NO. | DATE | DESCRIPTION |
|---|---|---|

ISSUE
STATUS
ISSUE DATE

SHEET NAME
FIRST FLOOR PLAN - AREA A

SHEET NUMBER
A101A

L:\Commercial\2020\12 Gardner Vista 11\Drawings\A30_Vista-11_site.rvt
5/14/2021 10:24:48 AM

# MEMO

To: City Council Meeting
From: Jennifer Jastremsky, AICP
CC:
Date: January 18, 2022
Re: Concord Lane – Zoning Map Amendment, Land Use Map Amendment, and Development Agreement Request

---

Comments:

This application is a request for approval of a Zoning Map Amendment, Land Use Map Amendment, and Development Agreement for approximately 1.5 acres located on the west side of 300 East, at approximately 13666 South 300 East. The property is currently zoned RA1. The applicant is requesting a Zoning Map Amendment from RA1 to the RM1 zone and a Land Use Map Amendment for the corresponding Residential Medium/High Density designation. A Development Agreement is also proposed to approve lot size, architectural standards, specific setbacks and overall subdivision layout.

The Planning Commission reviewed this item at their September 23, 2021 meeting and forwarded a positive recommendation on a vote of 5-0 for all three applications.

The City Council reviewed the item at their November 16, 2021 meeting and requested some changes be made to the plans. The applicant has made the below changes and is back for further consideration.

1. Reduced the number of lots from 9 to 8.
2. Added additional requirements to ensure unit variety, including roof line and floor plane variations.
3. Added additional required exterior architectural design features.
4. Adjusted the minimum/maximum house size standards to a minimum of 2,200 square feet up to the maximum that would be allowed with the setback standards.
5. Setbacks have been amended to match those found in the RM2 zone, with two exceptions. Front setbacks would be 15-feet to the living space and 20-feet to the garage as discussed in the November meeting. The applicant has also added a provision that side yards along the north and south boundary of the development be a minimum of 12-feet rather than 6-feet.
6. The applicant has added language requiring at least 6,000 square feet of stormwater detention and open space areas in the development. This would be done through easements on Lots 1, 6, 7, and 9. The Agreement would also allow the area to be utilized for guest parking spaces.

The findings are as follows:

For approval:

1. The proposed amendment is consistent with goals, objectives and policies of the city's general plan.
2. The proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property.
3. The proposed amendment is consistent with the standards of any applicable overlay zone.
4. The proposed amendment will not adversely affect adjacent property.
5. The facilities and services intended to serve the subject property are adequate, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, and wastewater and refuse collection.
6. The land use map amendment complies with standards found in DCMC Section 9-2-020(F), DCMC Section 9-5-060(D), and Utah Code Annotated 10-9a-404.
7. The development agreement complies with the standards found in DCMC Section 9-5-200(C) and (D).

For denial:

1. The proposed amendment is not consistent with goals, objectives and policies of the city's general plan.
2. The proposed amendment is not harmonious with the overall character of existing development in the vicinity of the subject property.
3. The proposed amendment is not consistent with the standards of any applicable overlay zone.
4. The proposed amendment will adversely affect adjacent property.
5. The facilities and services intended to serve the subject property are not adequate, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, and wastewater and refuse collection.
6. The land use map amendment does not comply with standards found in DCMC Section 9-2-020(F), DCMC Section 9-5-060(D), and Utah Code Annotated 10-9a-404.
7. The development agreement does not comply with the standards found in DCMC Section 9-5-200(C) and (D).

ATTACHMENTS:

| Description | Upload Date | Type |
|---|---|---|
| Ord 1512 | 1/13/2022 | Cover Memo |
| Ord 1513 | 1/13/2022 | Cover Memo |
| PC Staff Report | 1/13/2022 | Cover Memo |

**ORDINANCE NO. 1512**

**AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF DRAPER CITY FOR APPROXIMATELY 1.5 ACRES OF PROPERTY FROM RA1 (RESIDENTIAL AGRICULTURAL, 40,000 SQUARE FOOT LOT MINIMUM) TO RM1 (MULTI-FAMILY RESIDENTIAL, UP TO 8 DWELLING UNITS PER ACRE), AND APPROVING A DEVELOPMENT AGREEMENT, LOCATED AT APPROXIMATELY 13666 SOUTH 300 EAST WITHIN DRAPER CITY, OTHERWISE KNOWN AS THE CONCORD LANE ZONING MAP AMENDMENT AND DEVELOPMENT AGREEMENT.**

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

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

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

**WHEREAS**, the Development Agreement will limit the development to single- family detached lots; and

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

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

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

**Section 1**. **Zoning Map Amendment**. The following described real property located at approximately 13666 South 300 East within Draper City, Salt Lake County, State of Utah, previously zoned RA1 as shown on the Draper City Zoning Map, as depicted in Exhibit "A" hereto, are hereby changed and rezoned to RM1:

CONCORD PLACE, LLC PROPERTY 13666 S. 300 E.
Parcel Number 34-06-176-067
Beginning at a point on the West line of 300 East Street, Draper, Utah; said point being North 900.0 feet along the quarter section line and West 33.00 feet from the center of Section 6, Township 4 South, Range 1 East, Sale Lake Base and Meridian; and running thence West 340.90 feet; thence North 20˚14'00" West 127.92 feet: thence East 385.14 feet to a point on the West line of said 300 East Street; thence South along said West line of 120.02 feet to point of beginning.

NEW IMAGE INVESTING, LLC PROPERTY 13696 S. 300 E
Parcel Number 34-06-176-068
Beginning at a point which is South 0°02'56" East 1789.52 feet, and South 89°57'04" West 33.00 feet from the North Quarter comer of Section 6, Township 4 South, Range 1 East, Salt Lake Base and Meridian; point also being North 0°02'56" West 832.00 feet from a County monument referred to as the Center of Section in the description found in the Salt Lake County Recorder's Office as Book 7465 at Page 2164, the Center of Section does not exist; thence running South 89°57'04" West 316.02 feet; thence North 20°16'56" West 72.48 feet; thence North 89°57'04" East 340.90 feet; thence South 0°02'56" East 68.01 feet to the point of beginning.

Contains 1.5 Acres

**Section 2**. **Development Agreement**. The City of Draper approves the Development Agreement provided in Exhibit B, otherwise known as the Concord Lane Development Agreement.

**Section 3**. **Severability Clause**. If any part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance and all provisions, clauses and words of this Ordinance shall be severable.

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

**PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, ON THE ____ DAY OF , 2021.**

**DRAPER CITY**

_____

**Mayor Troy K. Walker**

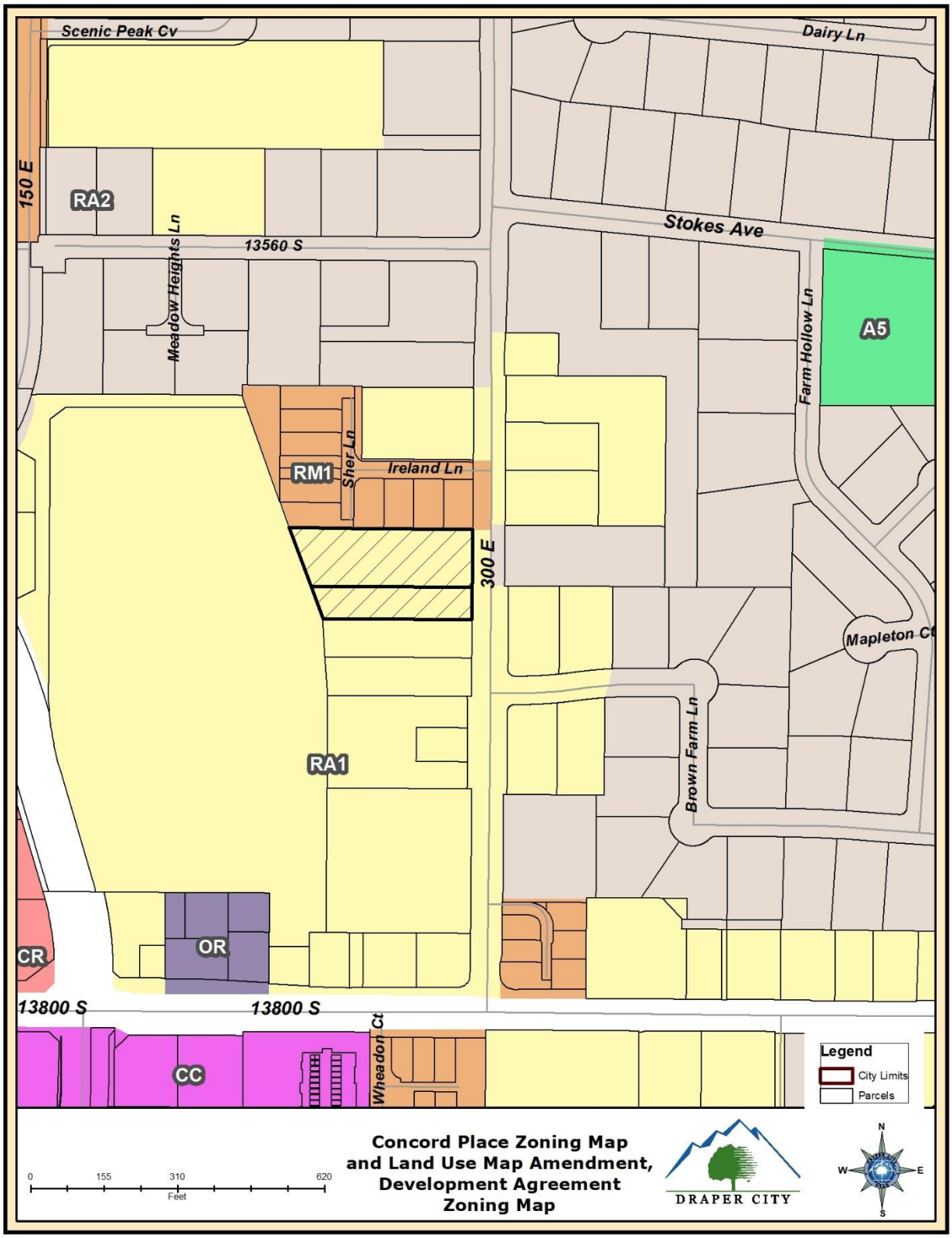
**ATTEST:**

_____

**Laura Oscarson, CMC, City Recorder**

| VOTE TAKEN: | YES | NO |
|---|---|---|
| Councilmember Green | _____ | _____ |
| Councilmember T. Lowery | _____ | _____ |
| Councilmember F. Lowry | _____ | _____ |
| Councilmember Roberts | _____ | _____ |
| Councilmember Vawdrey | _____ | _____ |
| Mayor Walker | _____ | _____ |

**EXHIBIT A**
**CONCORD LANE ZONING MAP AMENDMENT**



## EXHIBIT B
## CONCORD LANE ZONING DEVELOPMENT AGREEMENT

**WHEN RECORDED, RETURN TO:**

**Draper City Recorders Office**
**1020 East Pioneer Rd.**
**Draper, UT 84020**

# DEVELOPMENT AGREEMENT
# FOR
# CONCORD LANE

This Development Agreement ("Agreement") is made and entered into as of this ____ day of _____ 2022, by and between Concord Lane, LLC and New Image Investing, LLC (hereinafter collectively referred to as "Developer"), and Draper City, a municipal corporation of the State of Utah (hereinafter referred to as the "City").

## RECITALS

**A.** Developer owns approximately 1.5 acres of real property located near 13666 and 13696 South 300 East within City's boundaries (the "Property"). The legal description of the Property is set forth on "Exhibit A" attached hereto.

**B.** The Property currently is zoned RAl (Residential Agricultural, 40,000 square foot lot minimum), a residential zoning designation identified in Title 9, Chapter 10 of the Draper City Municipal Code (the "Code").

**C.** Developer has made application to City for a general plan map amendment and rezone or map amendment necessary to assign RM1 (Multiple-family residential, up to 8 units per acre) zoning designation to the Property in anticipation of developing the Property as a single-family residential subdivision (the "Project").

**D.** The intent of this Agreement is to facilitate development of the Project in accordance with the Code and the site-specific land uses and development standards specified in this Agreement.

**E.** City, acting pursuant to its authority under UTAH CODE ANN.§ 10-9a-101, et seq. ("LUDMA") has made certain determinations with respect to the Property and the proposed Project, and, in the exercise of its legislative discretion, has elected to process and approve this Agreement after all necessary public hearings and procedures have been conducted.

**F.** The Parties recognize the RM1 zone allows a multi-family product to be built as permitted. Developer agrees by the acceptance and execution of this agreement to build only single-family detached units and agrees to comply with the development standards listed herein that are not generally applicable to single-family detached units.

**G.** H.B. 1003 was recently signed into law and enacts Utah Code Ann. 10-9a-534 which bars the City from imposing a requirement for a “building design element”, as that term is defined

therein, on one and two family dwellings. However, Utah Code Ann. 10-9a-534(3)(d) permits the Parties to agree to building design elements in a development agreement. The Parties agree to be bound by this Agreement insofar as it implements requirements for building design elements.

**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 Developer hereby agree as follows.

## AGREEMENT

**1. Incorporation of Recitals; Entire Agreement.** The above recitals and the exhibits referenced in this Agreement are hereby incorporated by reference as part of this Agreement. This Agreement integrates and constitutes all of the terms and conditions pertaining to the subject matter hereof and supersedes all prior negotiations, representations, promises, inducements, or previous agreements between the Parties hereto with respect to such subject matter.

**2. Condition Precedent.** This Agreement is contingent upon and shall only become effective at such time, and in the event that: (a) the Draper City Council (the "Council"), in the independent, unfettered exercise of its legislative discretion, elects to approve the proposed rezoning of the Property to the RM1 zoning designation.

**3. Plan.** Subject to Section 4 below, a plan (the "Plan") depicting the permissible lots, building envelopes, street(s) and certain other dimensions and physical attributes of the Project is attached hereto as Exhibit B and is incorporated herein by this reference. The Project shall be limited to a maximum of eight (8) lots and a maximum residential density of 5.3 dwelling units per acre, which Lots shall be exclusively used for single-family detached units and shall be configured and located substantially as shown on the Plan. The approval of the Plan as part of this Agreement satisfies any Code requirement for a concept plan or any other similar requirement for the Project, provided that the Plan shall not constitute a minor subdivision plat for the Project.

**4. Project-Specific Development Standards.**

**4.1. Site Standards.** By this Agreement, the Parties intend to define the uses, development standards and other regulations otherwise applicable to the Property under the RMl zoning designation as described in Title 9, Chapter 10 of the Code in order to promote the efficient and creative development of the Property. The specific allowed land uses, development standards and regulations for the Project that are to be used in substitution for the uses, development standards and other regulations contained in Title 9 of the Code are described below. Development standards that are not addressed in this Agreement shall be those development standards set forth in Title 9 and 17 of the Code in place at time of complete subdivision application submission. Developer shall develop the Project in accordance with the Plan (subject to Section 4.3) and in full compliance with the Site Standards and the Code.

**4.2. Minimum Lot Size.** The minimum lot size shall be 6,000 square feet.

**4.3. Unit Variety.** To avoid an undesirable aesthetic impression that may be created by building neighboring uniform models, Developer shall provide for a variety of models with different building elevations and finishes for the units in the Project which shall consist of color change and roof line change. The roofline for each model shall differ from the other models by at least one (1) foot in height. Unit variety shall be as depicted in the elevations and renderings attached as Exhibit C. The same model will not be built next to each other and the development will contain at least three different models.

**4.4. Unit Exterior Building Materials.** The architecture and design will consist of 25% brick and 75% painted fiber cement siding or stucco, or 25% cultured stone and 75% siding or stucco. The front elevations will have different facades with different ratios of exterior materials after minimum requirements are met. To maintain an overall aesthetic theme while simultaneously encouraging variety, some buildings may have a larger percentage of brick or stone than other buildings and each building will have its own unique architectural features accented by brick or stone. The dwellings will include the following 10 architectural features:

A. Porch with support columns (6 foot minimum depth).
B. Portico entrance at front doorway.
C. Moldings around windows (4 inch minimum width).
D. Decorative brackets under eaves.
E. Exterior crown molding with eave returns.
F. Roof gable with staggered shingle.
G. Roof dormer.
H. Board and batten look achieved through vertical fiber cement siding.
I. Corner trim extending from the base to roofline.
J. Architectural grade shingle.

**4.5. Unit Size.** The single-family structures will range in size with a minimum of 2,200 Square Feet of finished living space to the maximum square feet within current setbacks with optional basement included.

**4.6. Unit Garages.** Each unit will include an attached and/or detached garage with a minimum of two (2) stalls. Each driveway will be a minimum of twenty feet (20’) deep.

**4.7. Unit Height.** Height of all units will be a maximum of thirty-five feet (35').

**4.8. Unit Set-backs.** Front set-back fifteen (15') feet except for a front facing garage that has a minimum setback of twenty feet (20’), side set-back of six feet (6’), and rear set-backs to be twenty feet (20') on interior lots and six feet (6’) on corner lots. Side yards that border the North and South property lines of the subdivision shall be set back a minimum of twelve feet (12’).

**4.9. Private Roads.** As depicted in EXHIBIT B, the road into the Project will be a private lane with a cross-section of thirty-one feet (31’). The hammerhead portion will be twenty feet (20’) from back of sidewalk on the west to back of curb on the East. Homeowners association shall maintain the private roads.

4.10. Easement for Stormwater Detention and Open Space. The Association, its Board, employees, agents, and contractors shall have non-exclusive easements to install and maintain a City-required stormwater detention pond or basin on the west side of Lots 6 and 7 and on the east side of Lots 1 and 8. As depicted in EXHIBIT B, the aforementioned easements will provide the HOA green open space that may also provide drainage for the property. The location(s) may be relocated from the exhibit as necessary, based on engineering best practices for swales and drainage.

**4.11. CC&Rs and HOA.** Developer shall establish a homeowners association ("HOA") and adopt conditions, covenants and restrictions ("CC&Rs") which shall provide for the collection of assessments and the establishment of a reserve fund, to maintain the private lanes.

**5. Reserved Legislative Powers.** The Parties acknowledge that City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to City those police powers that cannot be so limited. Notwithstanding the retained power of City to enact such legislation under the police powers, such legislation shall only be applied to modify any development standards under Title 9 of the code that are applicable to the Project under the terms of this Agreement based upon the policies, facts and circumstances meeting the compelling, countervailing public interest. Proposed legislative changes shall be of general application to all development activity in City. Unless City declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to any proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

**6. Approval Process for Development Applications.** City shall process applications for development of the Project in accordance with the Code. Nothing in this Agreement shall be deemed to relieve Developer of the obligation to comply with all of the applicable requirements for approval of minor subdivision plat, as applicable, for the proposed development of the Project consistent with the terms and conditions of this Agreement and the applicable provisions of the Code.

**7. Successors and Assigns.**

**7.1 Binding Effect.** This Agreement shall be binding upon the successors and assigns of Developer in the ownership or development of any portion of the Project.

**7.2 Assignment.** Neither this Agreement nor any of its provision, terms or conditions may be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Agreement and without the prior written consent of the City, which consent shall not be unreasonably withheld. Any such request for assignment may be made by letter addressed to the City, and the prior written consent of the City may also be evidenced by letter from the City to Developer or its successors or assigns.

**8. Default.** If a Party fails to timely perform its obligations hereunder or to comply with the terms hereof, the Party believing that a default has occurred shall provide written notice (a "Notice of Default") to the defaulting Party as provided herein. Upon the issuance of a Notice of

Default, the Parties shall meet within ten business days and confer in an attempt to resolve the issues that are the subject matter of the Notice of Default. If, after meeting and conferring, the Parties are not able to resolve the default, then the Parties shall have the rights and remedies available at law and in equity including, without limitation, injunctive relief, specific performance and termination, but not including compensatory damages, punitive damages or attorney's fees.

**9. Notices.** Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the party for whom intended, or if mailed, be by certified mail, return receipt requested, postage prepaid, to such party at its address shown below.

**To Developers:**

Concord Lane, LLC
Attn: Wendy Vawdrey
13044 S. Pheasant Haven Ct.
Draper, UT 84020

New Image Investing, LLC
Attn: Tanya Henderson
1484 N 950 West
Lehi, UT 84043

**To the City:**

Attn: Draper City Manager
1020 Pioneer Road
Draper, UT 84020

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

**10. General Terms and Conditions.**

**10.1 Terms of Agreement.** The term of this Agreement shall be for a period of five (5) years following the date of its adoption unless both parties otherwise agreed to extend this time via written amendment.

**10.2 Agreement to Run with the Land.** This Agreement shall be recorded in the office of the Salt Lake County Recorder against the Property and it's intended to and shall be deemed to run with the land and shall be binding on all successors in the ownership of any portion or the Property.

**10.3 Entire Agreement.** This Agreement, together with the exhibits hereto, integrates all of the terms and conditions pertaining to the subject matter hereof and supersedes all prior negotiations, representations, promises, inducements, or previous agreements between the parties hereto with

respect to the subject matter hereof. Any amendments hereto must be in writing and signed by the respective parties hereto.

**10.4 Headings.** The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

**10.5 Non-liability of City Officials or Employees.** No officer, representative, agent, or employee of the City shall be personally liable to Developer, in the event of any default or breach by the City or for any amount, which may become due, or its successors or assignees, for any obligation arising out of the terms of this Agreement.

**10.6 No Third-Party Rights.** The obligations of the parties set forth in this Agreement shall not create any rights in or obligations to any persons or parties other than to the City and Developer. The City and Developer alone shall be entitled to enforce or waive any provisions of this Agreement to the extent that such provisions are for their benefit.

**10.7 Severability.** Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions, and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.

**10.8 Waiver.** No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision regardless of any similarity that may exist between such provisions nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving party.

**10.9 Governing Law.** This Agreement and the performance hereunder shall be governed by the laws of the State of Utah.

**10.10 Exhibits.** Any exhibit to this Agreement is incorporated herein by this reference, and failure to attach any such exhibit shall not affect the validity of this Agreement or of such exhibit. An unattached exhibit is available from the records of the parties.

**11. Authority.** The Parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement. Specifically, on behalf of the City, the signature of the City Manager of the City is affixed to this Agreement lawfully binding the City pursuant to Ordinance No. 1512 adopted by the City on November 16, 2021.

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

**Concord Lane, LLC** **Draper City**

_____ _____

By: Wendy Vawdrey
Its: Manager
Date: _____

By: David Dobbins
Its: City Manager
Date: _____

**New Image Investing, LLC**

_____
By: Tanya Henderson
Its: Manager
Date: _____

Approved as to form and legality:

_____
City Attorney

Attest:

_____
City Recorder

**CITY ACKNOWLEDGMENT**

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

On the _____ day of _____, 20___ personally appeared before me David Dobbins who being by me duly sworn, did say that he is the City Manager of Draper City, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its City Council and said City Manager acknowledged to me that the City executed the same.

_____
NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

**DEVELOPER ACKNOWLEDGMENT**

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

On the _____ day of _____, 20___, personally appeared before me Wendy Vawdrey, who being by me duly sworn, did say that he/she is the Manager of **Concord Lane, 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.

_____
NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

**DEVELOPER ACKNOWLEDGMENT**

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

On the _____ day of _____, 20___, personally appeared before me Tanya Henderson, who being by me duly sworn, did say that he/she is the Manager of **New Image Investing, 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.

_____
NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

## TABLE OF EXHIBITS


| | |
|---|---|
| Exhibit “A” | Legal Description of Property |
| Exhibit “B” | Concept Master Plan |
| Exhibit “C” | Concept Elevations |

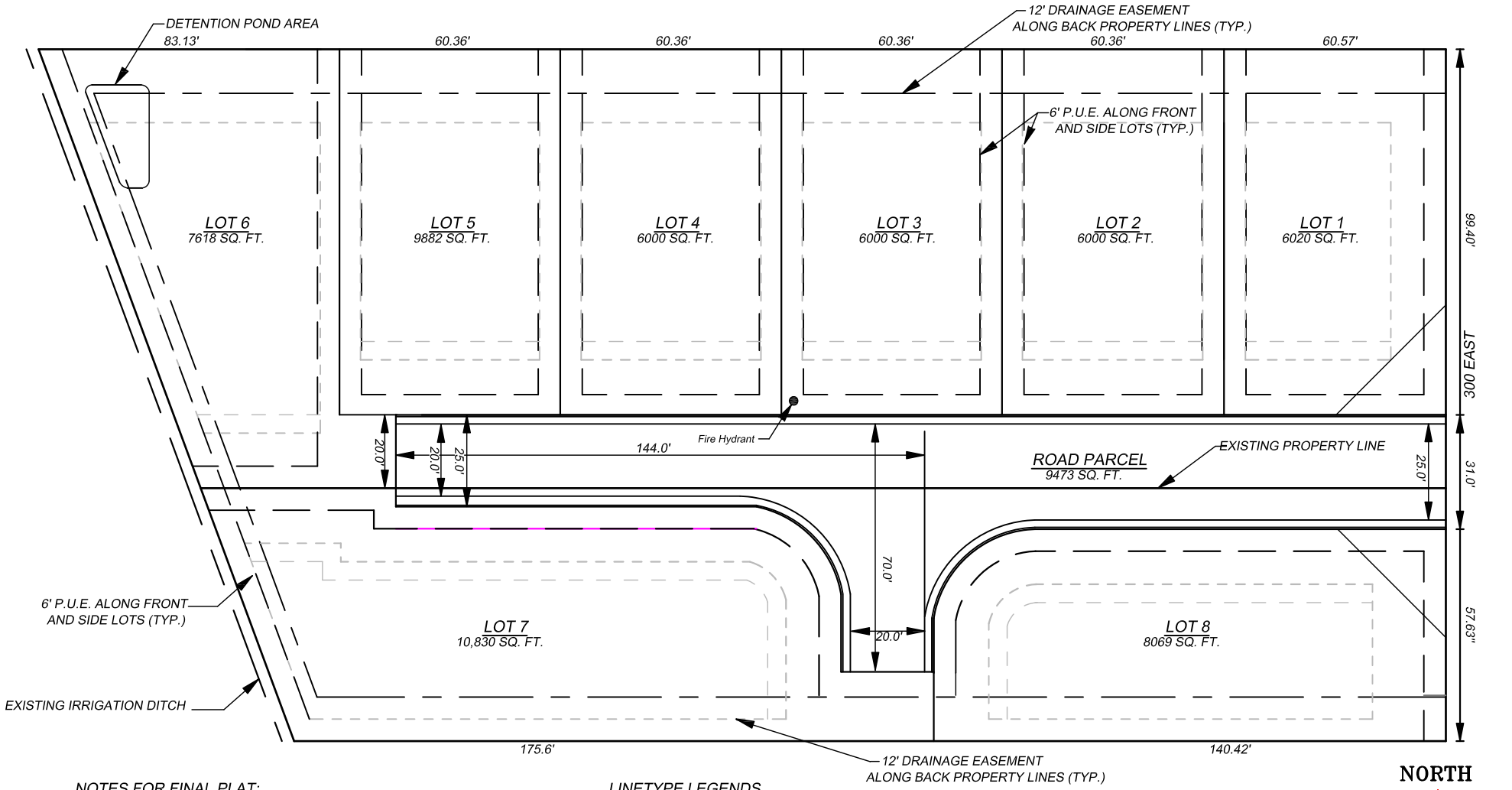
# EXHIBIT A

LEGAL DESCRIPTION

CONCORD PLACE, LLC PROPERTY 13666 S. 300 E.
Parcel Number 34-06-176-067
Beginning at a point on the West line of 300 East Street, Draper, Utah; said point being North 900.0 feet along the quarter section line and West 33.00 feet from the center of Section 6, Township 4 South, Range 1 East, Sale Lake Base and Meridian; and running thence West 340.90 feet; thence North 20˚14'00" West 127.92 feet: thence East 385.14 feet to a point on the West line of said 300 East Street; thence South along said West line of 120.02 feet to point of beginning.

NEW IMAGE INVESTING, LLC PROPERTY 13696 S. 300 E
Parcel Number 34-06-176-068
Beginning at a point which is South 0°02'56" East 1789.52 feet, and South 89°57'04" West 33.00 feet from the North Quarter comer of Section 6, Township 4 South, Range 1 East, Salt Lake Base and Meridian; point also being North 0°02'56" West 832.00 feet from a County monument referred to as the Center of Section in the description found in the Salt Lake County Recorder's Office as Book 7465 at Page 2164, the Center of Section does not exist; thence running South 89°57'04" West 316.02 feet; thence North 20°16'56" West 72.48 feet; thence North 89°57'04" East 340.90 feet; thence South 0°02'56" East 68.01 feet to the point of beginning.

**EXHIBIT B**




NOTES FOR FINAL PLAT;

1. LOT 1 & 8 DRIVEWAYS SHALL BE 40 FEET FROM 300 EAST RIGHT-OF-WAY LINE
2. LOT 1 & 8 SHALL HAVE NO OBSTRUCTION HIGHER THAN 4 FEET IN THE TRIANGLE AREA
3. LOT 1 & 8 SHALL NOT HAVE ACCESS TO 300 EAST
4. SETBACKS:

FRONT: 15' (LIVING SPACE)
20' (GARAGE)

SIDE: 6 FEET BETWEEN SUBDIVISION LOTS
12 FEET BETWEEN LOTS AND NON-SUBDIVISION PROPERTIES

REAR: 20 FEET (INTERIOR LOT)
6 FEET (CORNER LOT)

LINETYPE LEGENDS

- EXISTING PROPERTY LINES
- PROPOSED PROPERTY LINES
- DRAINAGE EASEMENT
- PUBLIC UTILITY EASEMENT
- LIVING SPACE
- GARAGE SETBACK

NORTH
W E
S

CONCEPT PLAN
SCALE: 1"= 40'

0 10' 20' 40'

| Sheet Number | Revision | Date | Sheet Title | Project Title |
|---|---|---|---|---|
| CP-09 | 0 | 1-13-22 | Concept Plan | Concord Lane<br>Draper, Utah |

**EXHIBIT C**

# Exhibit C



Elevation for Model 1

# Exhibit C



Elevation for Model 2

# Exhibit C



Elevation for Model 3

**ORDINANCE NO. 1513**

**AN ORDINANCE AMENDING THE OFFICIAL LAND USE MAP OF DRAPER CITY FOR APPROXIMATELY 1.5 ACRES OF PROPERTY FROM RESIDENTIAL LOW/MEDIUM DENSITY TO RESIDENTIAL MEDIUM/HIGH DENSITY, LOCATED AT APPROXIMATELY 13666 SOUTH 300 EAST WITHIN DRAPER CITY, OTHERWISE KNOWN AS THE CONCORD LANE LAND USE AMENDMENT.**

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

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

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

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

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

**Section 1**. **Land Use Amendment**. The following described real property located at approximately 13666 South 300 East within Draper City, Salt Lake County, State of Utah, previously designated Residential Low/Medium as shown on the Draper City Land Use Map, as depicted in Exhibit "A" hereto, are hereby changed to the Residential Medium/High Density land use designation:

CONCORD PLACE, LLC PROPERTY 13666 S. 300 E.
Parcel Number 34-06-176-067
Beginning at a point on the West line of 300 East Street, Draper, Utah; said point being North 900.0 feet along the quarter section line and West 33.00 feet from the center of Section 6, Township 4 South, Range 1 East, Sale Lake Base and Meridian; and running thence West 340.90 feet; thence North 20˚14'00" West 127.92 feet: thence East 385.14 feet to a point on the West line of said 300 East Street; thence South along said West line of 120.02 feet to point of beginning.

NEW IMAGE INVESTING, LLC PROPERTY 13696 S. 300 E
Parcel Number 34-06-176-068
Beginning at a point which is South 0°02'56" East 1789.52 feet, and South 89°57'04" West 33.00 feet from the North Quarter comer of Section 6, Township 4 South, Range 1 East, Salt Lake Base and Meridian; point also being North 0°02'56" West 832.00 feet from a County monument referred to as the Center of Section in the description found in the Salt Lake County Recorder's Office as Book 7465 at Page 2164, the Center of Section does not exist; thence running South 89°57'04" West 316.02 feet; thence North 20°16'56" West 72.48 feet; thence North 89°57'04" East 340.90 feet; thence South 0°02'56" East 68.01 feet to the point of beginning.

Contains 1.5 Acres

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

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

**PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, ON THE ____ DAY OF , 2021.**

**DRAPER CITY**

_____
**Mayor Troy K. Walker**

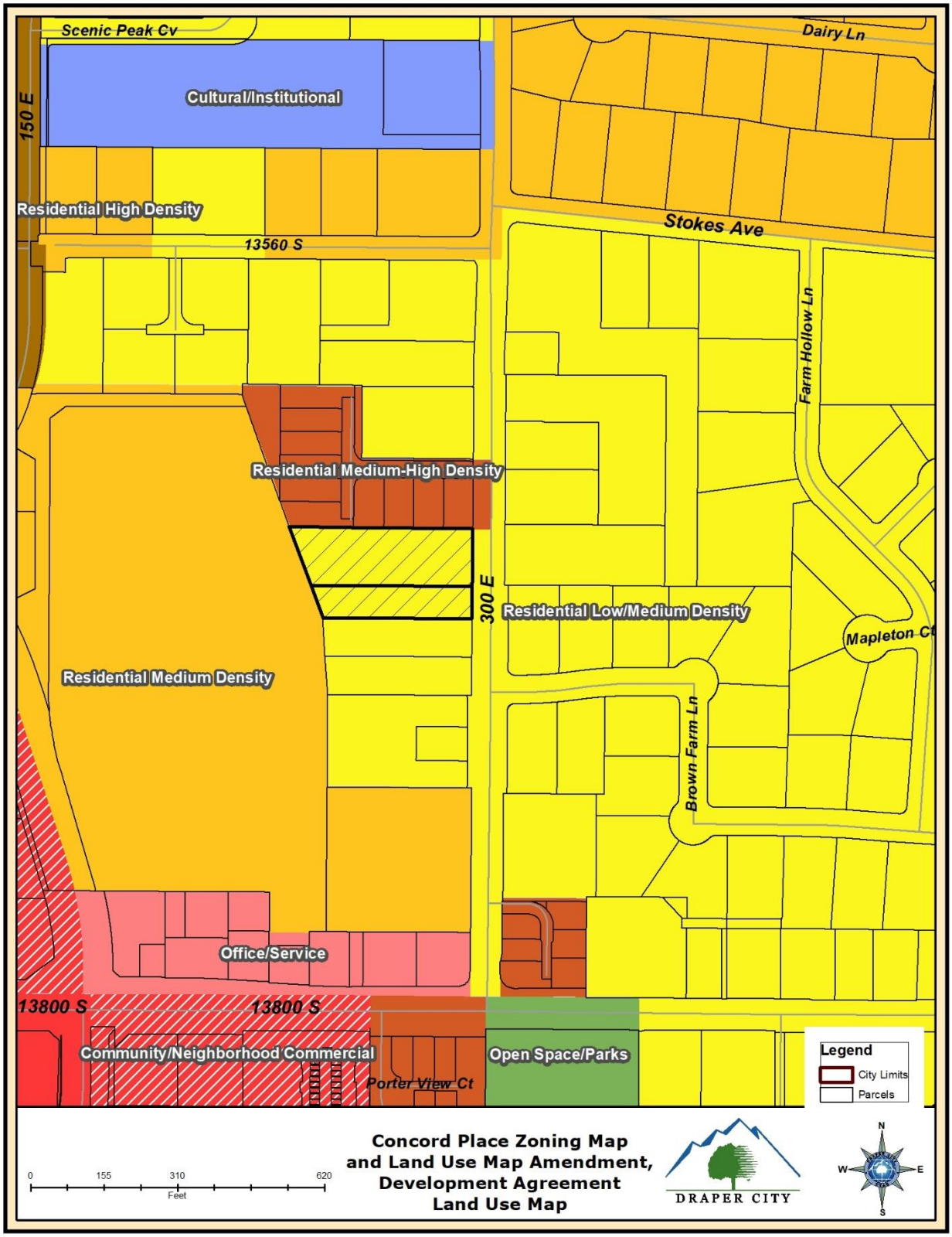
**ATTEST:**

_____
**Laura Oscarson, CMC, City Recorder**

| VOTE TAKEN: | YES | NO |
|---|---|---|
| Councilmember Green | _____ | _____ |
| Councilmember T. Lowery | _____ | _____ |

| | | |
|---|---|---|
| Councilmember F. Lowry | _____ | _____ |
| Councilmember Roberts | _____ | _____ |
| Councilmember Vawdrey | _____ | _____ |
| Mayor Walker | _____ | _____ |

# EXHIBIT A


Scenic Peak Cv
Dairy Ln
150 E
Cultural/Institutional
Residential High Density
13560 S
Stokes Ave
Farm Hollow Ln
Residential Medium-High Density
300 E
Residential Low/Medium Density
Mapleton Ct
Residential Medium Density
Brown Farm Ln
Office/Service
13800 S
13800 S
Community/Neighborhood Commercial
Porter View Ct
Open Space/Parks
Legend
City Limits
Parcels
0
155
310
620
Feet
Concord Place Zoning Map
and Land Use Map Amendment,
Development Agreement
Land Use Map
DRAPER CITY
N
W
E
S

**Development Review Committee**
1020 East Pioneer Road
Draper, UT 84020
September 13, 2021

**To:** Draper City Planning Commission
Business Date: September 23, 2021

**From:** Development Review Committee

**Prepared By:** Jennifer Jastremsky, AICP, Planning Manager/Zoning Administrator
Planning Division
Community Development Department
801-576-6328, jennifer.jastremsky@draperutah.gov

**Re:** **Concord Lane – Zoning Map Amendment, Land Use Map Amendment, and Development Agreement Request**

| | |
|---|---|
| Application No.: | TEXTMAP-0076-2021, TEXTMAP-0077-2021, DA-0078-2021 |
| Applicant: | Wendy Vawdrey and Tanya Henderson |
| Project Location: | approximately 13666 South 300 East |
| Current Zoning: | RA1 (Residential Agricultural, 40,000 square foot lot minimum) Zone |
| Acreage: | 1.5 Acres (Approximately 65,340 $ft^2$) |
| Request: | Request for approval of a Zoning Map Amendment from the RA1 to the RM1 (Multi-family Residential, up to 8 dwelling units per acre) zone, a Land Use Map Amendment from the Residential Low/Medium Density designation to the Residential Medium/High Density designation, and a Development Agreement allowing for single-family residential lots with at least 6,000 square feet each. |

## BACKGROUND AND SUMMARY

This application is a request for approval of a Zoning Map Amendment, Land Use Map Amendment, and Development Agreement for approximately 1.5 acres located on the west side of 300 East, at approximately 13666 South 300 East (Exhibit C). The property is currently zoned RA1. The applicant is requesting a Zoning Map Amendment from RA1 to the RM1 zone and a Land Use Map Amendment for the corresponding Residential Medium/High Density designation. A Development Agreement is also proposed to approve lot size, architectural standards, specific setbacks and overall subdivision layout.

The subject site includes two separate parcels. The northern parcel contains a house built in 1939. The southern parcel contains a house built in 1956.

## ANALYSIS

*General Plan and Zoning*. The Land Use Map of the General Plan calls for the Residential Low/Medium Density land use designation for the subject property (Exhibit D). This category is characterized as follows:

*Residential Low-Medium Density*

| LAND USE DESCRIPTION | | |
|---|---|---|
| CHARACTERISTICS | • Very large lot single-family neighborhoods or ranchettes allows for enhancement of Draper's rural character<br>• Environmentally designed clustered housing with the Suncrest and South Mountain projects being the exceptions<br>• Some natural features and cultivated vegetation is apparent and special care is required in order to preserve those features and areas<br>• Equestrian uses and privileges may exist in certain areas | |
| LAND USE MIX | Primary<br>• Single-family detached homes | Secondary<br>• Parks<br>• Open space<br>• Churches<br>• Schools |
| DENSITY | • Density range: up to 2 dwelling units per acre<br>• Reduction for non-buildable areas | |
| COMPATIBLE ZONING | • Residential Agricultural (RA1)<br>• Residential Agricultural (RA2)<br>• Single-family Residential Hillside (RH)<br>• Master Planned Community (MPC) | |
| OTHER CRITERIA | • Increased densities within equestrian areas may be allowed only with compliance to specified performance standards and impact mitigation measures<br>• Buffers and transitions around existing low-density single-family residences may consist of open space/ retention areas, lots that are pie-shaped or otherwise larger than standard sized lots or a combination of these and other appropriate design techniques | |

The property has been assigned the RA1 zoning classification, supporting approximately one dwelling unit per acre (Exhibit E). According to Draper City Municipal Code (DCMC) Section 9-8-020 the purpose of the RA1 zone is to "foster low density development with little impact on its surroundings and municipal services; to generally preserve the character of the City's semi-rural areas; and to promote and preserve conditions favorable to large-

lot family life, including the keeping of limited numbers of animals and fowl. This zone is intended to promote a combination of retail and service facilities which, in character and scale, meet day to day needs of nearby residents." The RA1 zoning abuts the subject property on the west, east, and south sides. The RA2 (Residential Agricultural, 20,000 square foot lot minimum zone) abuts on the east side. To the north is the RM1 zone.

The applicant is proposing to change the land use designation to the Residential Medium/High Density designation. This category is characterized as follows:

*Residential Medium-High Density*

| LAND USE DESCRIPTION | | |
|---|---|---|
| CHARACTERISTICS | • Abundant landscaping<br>• Uniform design standards which also allow architectural variation between units<br>• Architectural variation between units and/or buildings, designed to look like houses, not boxes<br>• Adequate off-street parking<br>• Avoid walls and fences, except for screening and buffering with neighboring developments | |
| LAND USE MIX | Primary<br>• Single-family homes<br>• Patio homes<br>• Townhouses<br>• Multifamily housing | Secondary<br>• Parks<br>• Churches<br>• Schools<br>• Open Space |
| DENSITY | • Density range: 4-8 dwelling units per acre | |
| COMPATIBLE ZONING | • Single-family Residential (R4)<br>• Single-family Residential (R5)<br>• Master Planned Community (MPC)<br>• Multiple-family Residential (RM1) | |
| OTHER CRITERIA | • The Master Planned Community may be utilized<br>• The developer must demonstrate that the project provides a quality living environment | |

The applicant is proposing to change the zoning designation to the RM1 zone. This designation supports up to eight dwelling units per acre. Per the DCMC Section 9-8-020 the purpose of the RM1 zone is to "*permit well designed apartments, townhomes, twin homes, and condominiums at relatively high densities that are appropriately buffered from and compatible with surrounding land uses.*" The RM1 zone allows for single-family homes on lots with at least 6,000 square feet in size.

*Development Agreement*. The applicant has submitted a development agreement (Exhibit F). The applicant is proposing a 9 lot single-family subdivision which equals 6 dwelling units per acre, well within the range allowed in the RM1 zone. The City Council approved a text amendment on August 3, 2021 which sets the minimum setbacks for single-family homes in the RM1 and RM2 zones. This application pre-dates that recent text amendment. The

proposed Development Agreement submitted on May 17, 2021 provides for alternative setbacks. The below chart lays out the code requirements within the existing zoning designation of RA1, the proposed zoning designation of RM1, and the specific provisions outlined in the Development Agreement. Overall the applicant is proposing architectural standards for the homes and alternative building setbacks. The agreement also guarantees single-family homes and would not allow for any multi-family development on the property.

| | **Existing RA1** | **Proposed RM1** | **Proposed DA** |
|---|---|---|---|
| Use | Single-family Detached | Multi-family and Single-family | Single-family Detached |
| Minimum Lot Size | 40,000 sq. ft. | 6,000 sq. ft. | 6,000 sq. ft. |
| Dwelling Units Per Acre | 1 du/ac | Up to 8 du/ac | 6 du/ac |
| Façade Variety | No requirements | No requirements | Requires variety of models |
| Façade Materials | No requirements | No requirements | 25% brick or stone, and 75% painted fiber cement siding or stucco, Plus include 7 architectural features as listed in the agreement. |
| Home Size | No Requirement | No Requirement | 2,200 sq. ft. to 3,800 sq. ft. |
| Garages | Two-car Garage | Two-car Garage | Two-car Garage |
| Driveways | 20’ deep | 20’ deep | 20’ deep |
| Height | 35-feet | 35-feet | 35-feet |
| Setbacks | | | |
| Front Garage | 30’ | 20’ | 20’ |
| Front Living Area | 30’ | 20’ | 15’ |
| Side | 12’ | 6’ | 5’ |
| Rear Corner | 12’ | 6’ | 5’ |
| Rear Interior | 20’ | 20’ | 20’ |
| Roads- Private | 31-feet wide with 20’ wide hammerhead | 31-feet wide with 20’ wide hammerhead | 31-feet wide with 20’ wide hammerhead |

*Criteria For Approval*.

**Zoning Map Amendment**

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

*1. Map Amendments:*

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

*b. Whether the proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property;*

*c. Whether the proposed amendment is consistent with the standards of any applicable overlay zone;*

*d. The extent to which the proposed amendment may adversely affect adjacent property; and*

*e. The adequacy of facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, and wastewater and refuse collection.*

**Land Use Map Amendments**

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

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

*D. Procedure: Zoning text and map amendments shall be considered and processed as provided in this subsection:*

*1. A complete application shall be submitted to the office of the zoning administrator in a form established by the administrator along with any fee established by the city's schedule of fees. The application shall include at least the following information:*

*a. The name, address and telephone number of the applicant and the applicant's agent, if any.*

*b. The name and address of every person or company the applicant represents.*

*c. The requested amendment and reasons supporting the request.*

*d. If the proposed amendment requires a change in the zoning map, the application shall include:*

*(1) An accurate property map showing present and proposed zoning classifications;*

*(2) All abutting properties showing present zoning classifications; and*

*(3) An accurate legal description and an approximate common address of the area proposed to be rezoned.*

*e. If the proposed amendment requires a change in the text of this title, the application shall include chapter and section references and a draft of the proposed text.*

*2. After the application is determined to be complete, the zoning administrator shall prepare a staff report evaluating the application.*

*3. The planning commission shall schedule and hold a public hearing on the application as provided in sections 9-5-040 and 9-5-045 of this chapter. Following the public meeting, the planning commission shall recommend approval, approval with modifications, or denial of the proposed amendment and shall submit its recommendation to the city council for review and decision.*

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

**Development Agreement**

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

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

1. *A legal description of the land subject to the development agreement.*
2. *The restrictions or conditions to be attached to the property including development standards and the provision of public facilities.*
3. *The configuration of the project as shown on a project master plan.*
4. *A statement of the benefits and value the development agreement will have for the City as a whole, including, but not limited to, assurances of design standards, dedication and improvement of open space, parks, trails, amenities, or infrastructure such as public rights-of-way or utilities.*
5. *The time frames for performance by the parties.*

6. *A description of the various City approvals required before the commencement of construction and other procedures that will be required after approval of the development agreement.*
7. *Provisions for enforcement of the terms and conditions of the development agreement.*
8. *Provisions for making amendments to the development agreement.*
9. *The time limitation of the agreement.*
10. *Such other terms as may be proposed and agreed to between the City and developer or subdivider.*

*D. Limitations:*

1. *A development agreement under this section may not:*
   a. *Limit the City's authority in the future to:*
      i. *Enact a land use regulation; or*
      ii. *Take any action allowed under Utah Code Annotated Section 10-8-84, as amended;*
   b. *Require the City to change the zoning designation of an area of land within the City in the future; or*
   c. *Contain a term that conflicts with, or is different from, a standard set forth in an existing land use regulation that governs the area subject to the development agreement, unless the city council approves the development agreement in accordance with the same procedures for enacting a land use regulation under Utah Code Annotated Section 10-9a-502, including a review and recommendation from the planning commission and a public hearing.*
2. *The City may not require a development agreement as the only option for developing land within the City.*
3. *To the extent that a development agreement does not specifically address a matter or concern related to land use or development, the matter or concern is governed by;*
   a. *Utah Code Annotated 10-9a-530, as amended; and*
   b. *Applicable land use regulations of this Title.*

**REVIEWS**

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

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

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

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

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

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

## STAFF RECOMMENDATION

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

If the Planning Commission decides to forward a positive recommendation, staff recommends they include the following conditions of approval:

1. The concept plan in the development agreement shows an outlet into the adjacent irrigation ditch from the proposed detention pond. Remove the detention pond outlet from the concept plan. The proposal will be reviewed with subdivision application, including appropriate owner approvals.
2. Update the legal description in the development agreement with unabbreviated property legal descriptions.

The findings for approval as are follows:

1. The proposed amendment is consistent with goals, objectives and policies of the city's general plan.
2. The proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property.
3. The proposed amendment is consistent with the standards of any applicable overlay zone.
4. The proposed amendment will not adversely affect adjacent property.

5. The facilities and services intended to serve the subject property are adequate, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, and wastewater and refuse collection.
6. The land use map amendment complies with standards found in DCMC Section 9-2-020(F), DCMC Section 9-5-060(D), and Utah Code Annotated 10-9a-404.
7. The development agreement complies with the standards found in DCMC Section 9-5-200(C) and (D).

The findings for denial as are follows:

1. The proposed amendment is not consistent with goals, objectives and policies of the city's general plan.
2. The proposed amendment is not harmonious with the overall character of existing development in the vicinity of the subject property.
3. The proposed amendment is not consistent with the standards of any applicable overlay zone.
4. The proposed amendment will adversely affect adjacent property.
5. The facilities and services intended to serve the subject property are not adequate, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, and wastewater and refuse collection.
6. The land use map amendment does not comply with standards found in DCMC Section 9-2-020(F), DCMC Section 9-5-060(D), and Utah Code Annotated 10-9a-404.
7. The development agreement does not comply with the standards found in DCMC Section 9-5-200(C) and (D).

## MODEL MOTIONS

### Zoning Map Amendment

Sample Motion for Approval – I move that we forward a positive recommendation to the City Council for the Zoning Map Amendment, as requested by Wendy Vawdrey and Tanya Henderson for Concord Lane, application TEXTMAP-0076-2021, based on the findings and subject to the conditions listed in the Staff Report dated September 13, 2021.

Sample Motion for Modified Approval– I move that we forward a positive recommendation to the City Council for the Zoning Map Amendment, as requested by Wendy Vawdrey and Tanya Henderson for Concord Lane, application TEXTMAP-0076-2021, based on the findings and subject to the conditions listed in the Staff Report dated September 13, 2021 and as modified by the findings and conditions below:

1. List any additional findings and conditions…

Sample Motion for Denial – I move that we forward a negative recommendation to the City Council for the Zoning Map Amendment, as requested by Wendy Vawdrey and Tanya Henderson for Concord Lane, application TEXTMAP-0076-2021, based on the findings listed in the Staff Report dated September 13, 2021.

**Land Use Map Amendment**

Sample Motion for Approval – I move that we forward a positive recommendation to the City Council for the Land Use Map Amendment, as requested by Wendy Vawdrey and Tanya Henderson for Concord Lane, application TEXTMAP-0077-2021, based on the findings and subject to the conditions listed in the Staff Report dated September 13, 2021.

Sample Motion for Modified Approval– I move that we forward a positive recommendation to the City Council for the Land Use Map Amendment, as requested by Wendy Vawdrey and Tanya Henderson for Concord Lane, application TEXTMAP-0077-2021, based on the findings and subject to the conditions listed in the Staff Report dated September 13, 2021 and as modified by the findings and conditions below:

1. List any additional findings and conditions…

Sample Motion for Denial – I move that we forward a negative recommendation to the City Council for the Land Use Map Amendment, as requested by Wendy Vawdrey and Tanya Henderson for Concord Lane, application TEXTMAP-0077-2021, based on the findings listed in the Staff Report dated September 13, 2021.

**Development Agreement**

Sample Motion for Approval – I move that we forward a positive recommendation to the City Council for the Development Agreement, as requested by Wendy Vawdrey and Tanya Henderson for Concord Lane, application DA-0078-2021, based on the findings and subject to the conditions listed in the Staff Report dated September 13, 2021.

Sample Motion for Modified Approval– I move that we forward a positive recommendation to the City Council for the Development Agreement, as requested by Wendy Vawdrey and Tanya Henderson for Concord Lane, application DA-0078-2021, based on the findings and subject to the conditions listed in the Staff Report dated September 13, 2021 and as modified by the findings and conditions below:

1. List any additional findings and conditions…

Sample Motion for Denial – I move that we forward a negative recommendation to the City Council for the Development Agreement, as requested by Wendy Vawdrey and Tanya Henderson for Concord Lane, application DA-0078-2021, based on the findings listed in the Staff Report dated September 13, 2021.

**DEVELOPMENT REVIEW COMMITTEE ACKNOWLEDGEMENT**

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

| | |
|---|---|
| _____ | _____ |
| Draper City Public Works Department | Draper City Planning Division |
| _____ | _____ |
| Draper City Fire Department | Draper City Legal Counsel |
| _____ | |
| Draper City Building Division | |

**EXHIBIT A**
**DEPARTMENT REVIEWS**

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

*Planning Division Review.*

1. The development agreement complies with DCMC.

*Engineering and Public Works Divisions Review.*

1. The City cannot authorize discharge to private irrigation facility - written authorization from ditch owner is required. This will also include property owner on which the ditch is located. This needs to be removed from the concept. Proposal will be reviewed with subdivision application.

*GIS Division Review.*

1. The property legal descriptions in the development agreement must be unabbreviated.
2. Update the proposed development agreement with unabbreviated property legal descriptions and resubmit.

*Fire Division Review.*

1. Fire Department Access is required. An unobstructed minimum road width of twenty-six (26) feet exclusive of the shoulders and a minimum height of thirteen (13) feet six (6) inches shall be required. The road must be designed and maintained to support the imposed loads of emergency apparatus. The surface shall be able to provide all weather driving capabilities. The road shall have an inside turning radius of twenty – eight (28) feet. There shall be a maximum grade of 10%. Grades may be checked prior to building permits being issued.
2. Fire Hydrants are required. Hydrants are required for this project. They shall be protected with bollards if susceptible to vehicle damage.
3. Hydrants and Site Access. All hydrants and a form of acceptable temporary Fire Department Access to the site shall be installed and APPROVED by the Fire Department prior to the issuance of any Building Permits. If at any time during the building phase any of the hydrants or temporary Fire Department Access becomes non-compliant any and all permits could be revoked.

4. No combustible construction shall be allowed prior to hydrant installation and testing by water purveyor. All hydrants must be operational prior to any combustible elements being received or delivered on building site.
5. Visible Addressing Required. New and existing buildings shall have approved address numbers plainly legible and visible from the street fronting the property. These numbers shall contrast with their background.
6. Street Signs required and are to be posted and legible prior to building permits being, issued. All lots to have address posted and legible.

*Legal Division Review*.

1. The request complies with federal and state laws and Draper City ordinances.

**EXHIBIT B**
**LEGAL DESCRIPTION**

LEGAL DESCRIPTION

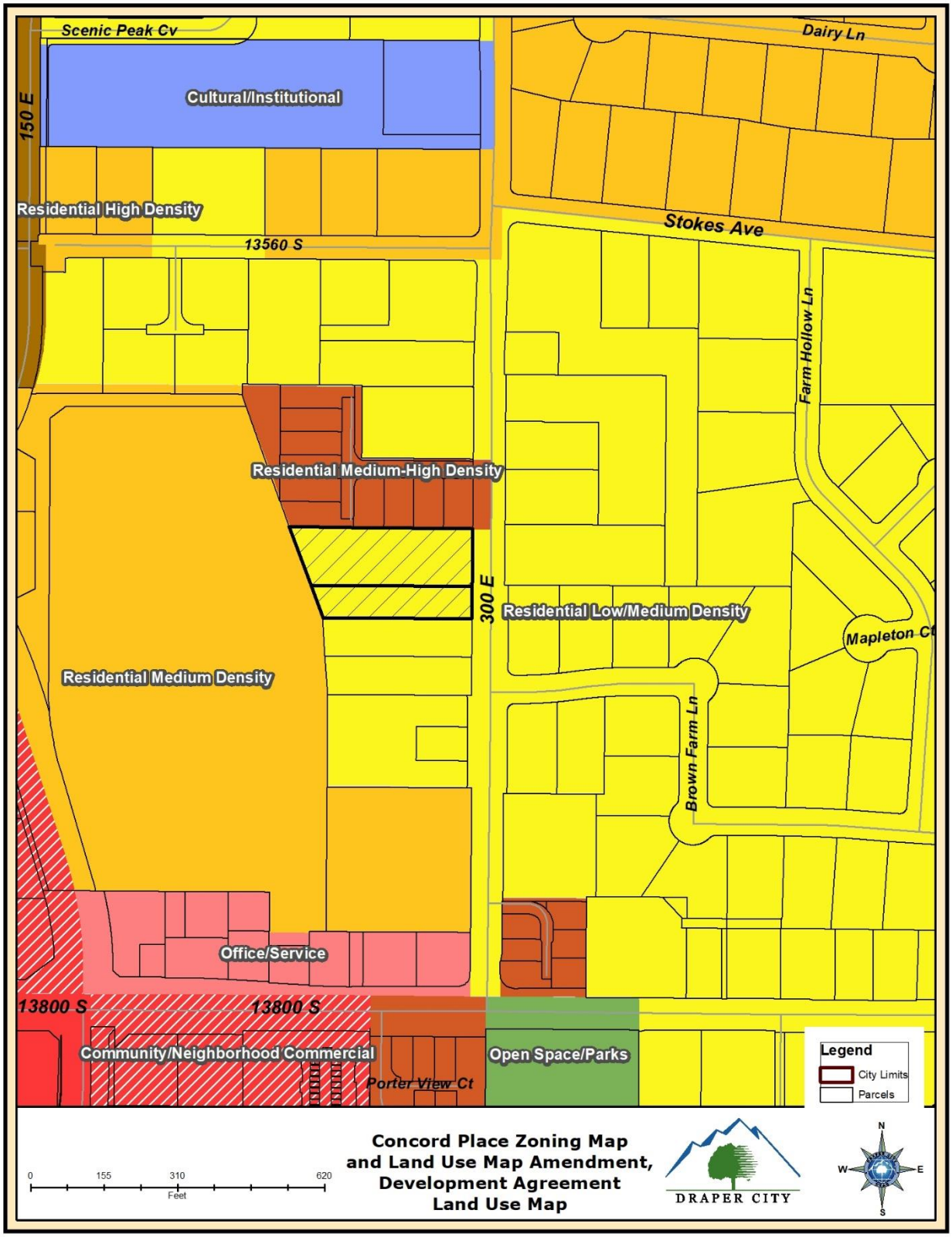
CONCORD PLACE, LLC PROPERTY 13666 S. 300 E
BEG N 002'56] W 900.01 FT ALG 1/4 SEC LINE & S 89º 57'04] W 33 FT FR CEN SEC 6, T 4S, R 1E, SLM; S
89º 57'04] W 340.81 FTM OR L; N 20º 14'09] W 127.88 FT M OR L; N 89º 57'04] E 384.94FT M OR L; S 9381-0º 02'56] E 120.02 FT M OR L TO BEG. 1.0 AC M ORL. 7257-0745 7525-0765 8361-3519 9036-5992 9140-9175 6963 9995-3530 10186-2422 10339-5756

NEW IMAGE INVESTMENTS, LLC PROPERTY
BEG N 002'56] W 832 FT & S 89º 57'04] W 33 FT FR CEN SEC 6, T 4S, R 1E, SLM; S 89º 57'04] Wº 315.99 FT M
OR L; N 201º 4'09] W 72.48 FT M OR L; N 89º 57'04] E 340.81 FT M OR L; S 0º 02'56] E 68.01 FT TO BEG. 0.51 AC M OR L. 7257-0742,0745 7465-2157,2164 8400-0310 8921-6118 9345-7775 9676-2734

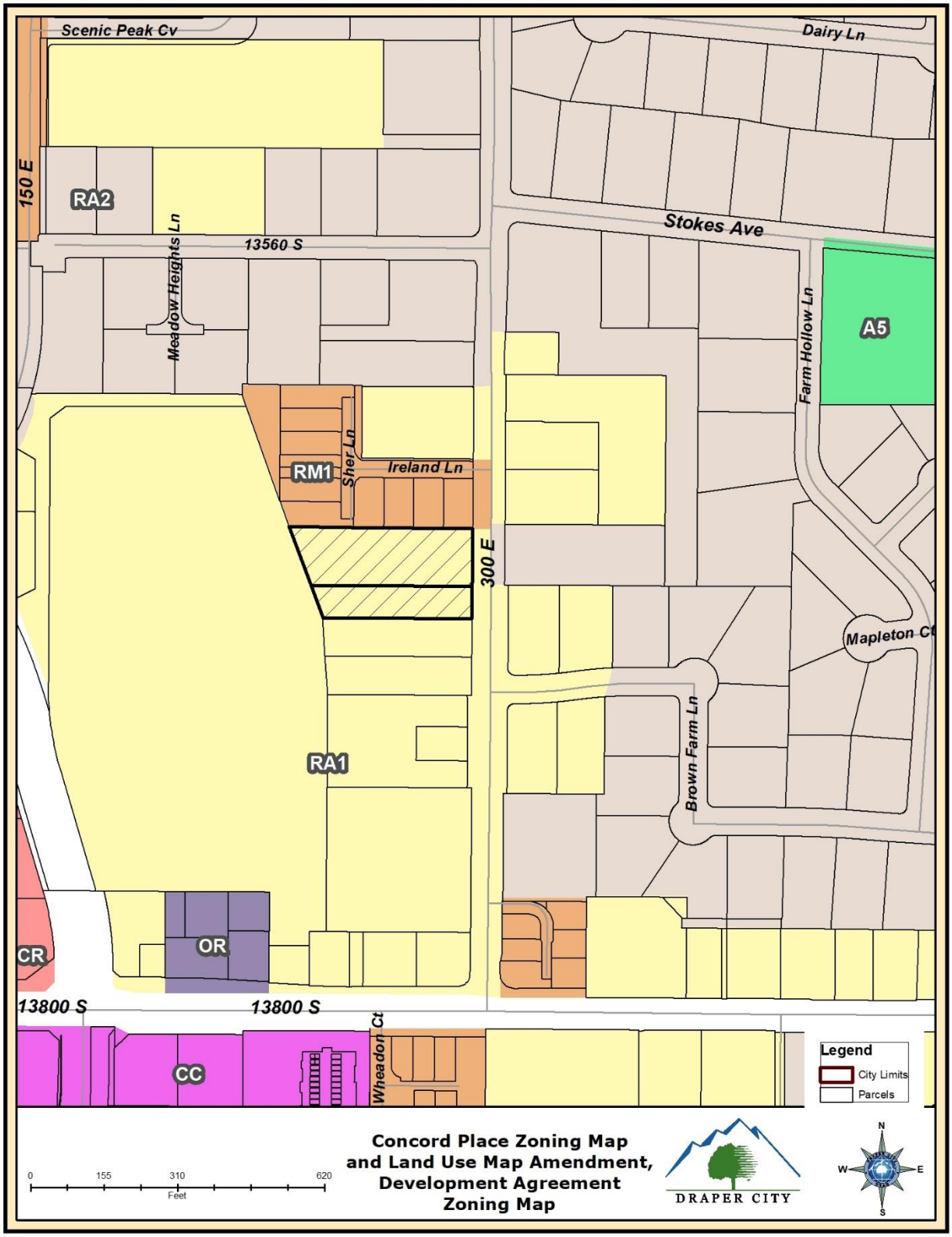
# EXHIBIT C
# AERIAL MAP



**EXHIBIT D**
**LAND USE MAP**



# EXHIBIT E
# ZONING MAP



# EXHIBIT F
# DEVELOPMENT AGREEMENT

## DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is made and entered into as of this____day of August 2021, by and between Concord Lane, LLC (hereinafter collectively referred to as "Developer"), and Draper City, a municipal corporation of the State of Utah (hereinafter referred to as the "City").

## RECITALS

A. Developer owns approximately 1.5 acres of real property located near 13666 and 13696 South 300 East within City's boundaries (the "Property"). The legal description of the Property is set forth on "Exhibit A" attached hereto.

B. The Property currently is zoned RAl (Residential Agricultural, 40,000 square foot lot minimum), a residential zoning designation identified in Title 9, Chapter 10 of the Draper City Municipal Code (the "Code").

C. Developer has made application to City for a general plan map amendment and rezone or map amendment necessary to assign RM1 (Multiple-family residential, up to 8 units per acre) zoning designation to the Property in anticipation of developing the Property as a single-family residential subdivision (the "Project").

D. The intent of this Agreement is to facilitate development of the Project in accordance with the Code and the site-specific.land uses and development standards specified in this Agreement.

E. City, acting pursuant to its authority under UTAH CODE ANN.§ 10-9a-101, et seq. ("LUDMA") has made certain determinations with respect to the Property and the proposed Project, and, in the exercise of its legislative discretion, has elected to process and approve this Agreement after all necessary public hearings and procedures have been conducted.

F. The Parties recognize the RM1 zone allows a multi-family product to be built as permitted. Developer agrees by the acceptance and execution of this agreement to build only single-family detached units and agrees to comply with the development standards listed herein that are not generally applicable to single-family detached units.

G. H.B. 1003 was recently signed into law and enacts Utah Code Ann. 10-9a-534 which bars the City from imposing a requirement for a “building design element”, as that term is defined therein, on one and two family dwellings. Utah Code Ann. 10-9a-534(3)(d) permits the Parties to agree to building design elements in a development agreement. The Parties agree to be bound by this Agreement insofar as it implements requirements for building design elements.

**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 Developer hereby agree as follows.

## AGREEMENT

**1. Incorporation of Recitals; Entire Agreement.** The above recitals and the exhibits referenced in this Agreement are hereby incorporated by reference as part of this Agreement. This Agreement integrates and constitutes all of the terms and conditions pertaining to the subject matter hereof and supersedes all prior negotiations, representations, promises, inducements, or previous agreements between the Parties hereto with respect to such subject matter.

**2. Condition Precedent.** This Agreement is contingent upon and shall only become effective at such time, and in the event that: (a) the Draper City Council (the "Council"), in the independent, unfettered exercise of its legislative discretion, elects to approve the proposed rezoning of the Property to the RM1 zoning designation.

**3. Plan.** Subject to Section 4 below, a plan (the "Plan") depicting the permissible lots, buildingenvelopes, street(s) and certain other dimensions and physical attributes of the Project is attached hereto as Exhibit B and is incorporated herein by this reference. The Project shall be limited to a maximum of nine (9) lots and a maximum residential density of 6.0 dwelling units per acre, which Lots shall be exclusively used for single-family detached units and shall be configured and located substantially as shown on the Plan. The approval of the Plan as part of this Agreement satisfies any Code requirement for a concept plan or any other similar requirement for the Project, provided that the Plan shall not constitute a minor subdivision plat for the Project.

**4. Project-Specific Development Standards.**

4.1. Site Standards. By this Agreement, the Parties intend to define the uses, development standards and other regulations otherwise applicable to the Property under the RMl zoning designation as described in Title 9, Chapter 10 of the Code in order to promote the efficient and creative development of the Property. The specific allowed land uses**,** development standards and regulations for the Project that are to be used in substitution for the uses**,** development standards and other regulations contained in Title 9 of the Code are described below. Development standards that are not addressed in this Agreement shall be those development standards set forth in Title 9 of the Code in place at time of complete subdivision application submission. Developer shall develop the Project in accordance with the Plan (subject to Section 4.3) and in full compliance with the Site Standards and the Code.

4.2. Minimum Lot Size. The minimum lot size shall be 6,000 square feet.

4.3. Unit Variety. To avoid an undesirable aesthetic impression that may be created by building neighboring uniform models, Developer shall provide for a variety of models withdifferent building elevations and finishes for the units in the Project which may consist of color change and roofline change. Unit variety shall be as depicted in the elevations and renderings attached as Exhibit C.

4.4. Unit Exterior Building Materials. The architecture and design will consist of 25% brick and 75% painted fiber cement siding or stucco, or 25% cultured stone and 75% siding or stucco. The front elevations will have different facades with different ratios of exterior materials after minimum requirements are met. To maintain an overall aesthetic theme while simultaneously encouraging variety, some buildings may have a larger percentage of brick or stone than other buildings and each building will have its own unique architectural features accented by brick or stone. The dwellings will include the following 7 architectural features:

A. Porch with support columns (6 foot minimum depth).
B. Portico entrance at front doorway.
C. Moldings around windows (4 inch minimum width).
C. Decorative brackets under eaves.
D. Exterior crown molding with eave returns.
E. Roof gable with staggered shingle.
F. Roof dormer.
G. Board and batten look achieved through vertical fiber cement siding.
H. Corner trim extending from the base to roofline.

4.5. Unit Size. The single-family structures will range in size from 2,200 Square Feet to 3,800 Square Feet with optional basement included.

4.6. Unit Garages. Each unit will include an attached and/or detached garage with a minimum of two (2) stalls. Each driveway will be a minimum of twenty feet (20') deep.

4.7. Unit Height. Height of all units will be a maximum of thirty-five feet (35').

4.8. Unit Set-backs. Front set-back fifteen feet except for a front facing garage that has a minimum setback of 20 feet (20'), side setbacks of 5'except for a minimum setback of 15'from on east side of lots 1 and 9 adjacent to 300 E., and rear set-backs to be twenty feet on interior lots and five feet (5') on corner lots.

4.9. Private Roads. As depicted in EXHIBIT B, the road into the Project will be a private lane with a cross-section of 31 feet. The hammerhead portion will be 20 feet from back of sidewalk on the west to back of curb on the East. Developer or HOA is required to maintain private road and private utilities.

4.10. CC&Rs and HOA. Developer shall establish a homeowners association ("HOA") andadopt conditions, covenants and restrictions ("CC&Rs") and will ensure that reserves are put in place to maintain the private lanes and storm drainage facilities.

5. **Reserved Legislative Powers**. The Parties acknowledge that City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to City those police powers that cannot be so limited. Notwithstanding the retained power of City to enact such legislation under the police powers, such legislation shall only be applied to modify any development standards under Title 9 of the code that are applicable to the Project under the terms of this Agreement based upon the policies, facts and circumstances meeting the compelling, . proposed legislative changes shall be of general application to all development activity in City. Unless City declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to any proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

6. **Approval Process for Development Applications.** City shall process applications for development of the Project in accordance with the Code. Nothing in this Agreement shall be deemed to relieve Developer of the obligation to comply with all of the applicable requirements for approval of minor subdivision plat, as applicable, for the proposed development of the Project consistent with the terms and conditions of this Agreement and the applicable provisions of the Code.

**7. Successors and Assigns**.

7.1 Binding Effect. This Agreement shall be binding upon the successors and assigns of Developer in the ownership or development of any portion of the Project.

7.2 Assignment. Neither this Agreement nor any of its provision, terms or conditions may be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Agreement and without the prior written consent of the City, which consent shall not be unreasonably withheld. Any such request for assignment may bemade by letter addressed to the City, and the prior written consent of the City may also be evidenced by letter from the City to Developer or its successors or assigns.

**8. Default**. If a Party fails to timely perform its obligations hereunder or to comply with the terms hereof, the Party believing that a default has occurred shall provide written notice (a "Notice of Default") to the defaulting Party as provided herein. Upon the issuance of a Notice of Default, the Parties shall meet within ten business days and confer in an attempt to resolve the issues that are the subject matter of the Notice of Default. If, after meeting and conferring, the Parties are not able to resolve the default, then the Parties shall have the rights and remedies available at law and in equity including, without limitation, injunctive relief, specific performance and termination, but not including compensatory damages, punitive damages or attorney's fees.

**9. Notices**. Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the party for whom intended, or if mailed, be by certified mail, return receipt requested, postage prepaid, to such party at its address shown below.

**To Developers:**

Concord Lane, LLC
Attn: Wendy Vawdrey
13044 S. Pheasant Haven Ct.
Draper, UT 84020

Attn: Tanya Henderson
1484 N 950 West
Lehi, UT 84043

**To the City:**

Attn: Draper City Manager
1020 Pioneer Road
Draper, UT 84020

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

**10. General Terms and Conditions.**

10.1 Terms of Agreement. The term of this Agreement shall be for a period of five (5) years following the date of its adoption unless both parties otherwise agreed to extend this time via written amendment.

10.2 Agreement to Run with the Land. This Agreement shall be recorded in the office of the Salt Lake County Recorder against the Property and its intended to and shall be deemed to run with the land and shall be binding on all successors in the ownership of any portion or the Property.

10.3 Entire Agreement. This Agreement, together with the exhibits hereto, integrates all of the terms and conditions pertaining to the subject matter hereof and supersedes all prior negotiations, representations, promises, inducements, or previous agreements between the parties hereto with respect to the subject matter hereof. Any amendments hereto must be in writing and signed by the respective parties hereto.

10.4 **Headings. The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.**

10.5 Non-liability of City Officials or Employees. No officer, representative, agent, or employee of the City shall be personally liable to Developer, in the event of any default or breach by the City or for any amount, which may become due, or its successors or assignees, for any obligation arising out of the terms of this Agreement.

10.6 No Third-Party Rights. The obligations of the parties set forth in this Agreement shall not create any rights in or obligations to any persons or parties other than to the City and Developer. The City and Developer alone shall be entitled to enforce or waive any provisions of this Agreement to the extent that such provisions are for their benefit.

10.7 **Severability. Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions, and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.**

10.8 **Waiver. No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision regardless of any similarity that may exist between such provisions nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving party.**

10.9 **Governing Law. This Agreement and the performance hereunder shall be governed by the laws of the State of Utah.**

10.10 Exhibits. Any exhibit to this Agreement is incorporated herein by this reference, and failure to attach any such exhibit shall not affect the validity of this Agreement or of such exhibit. An unattached exhibit is available from the records of the parties.

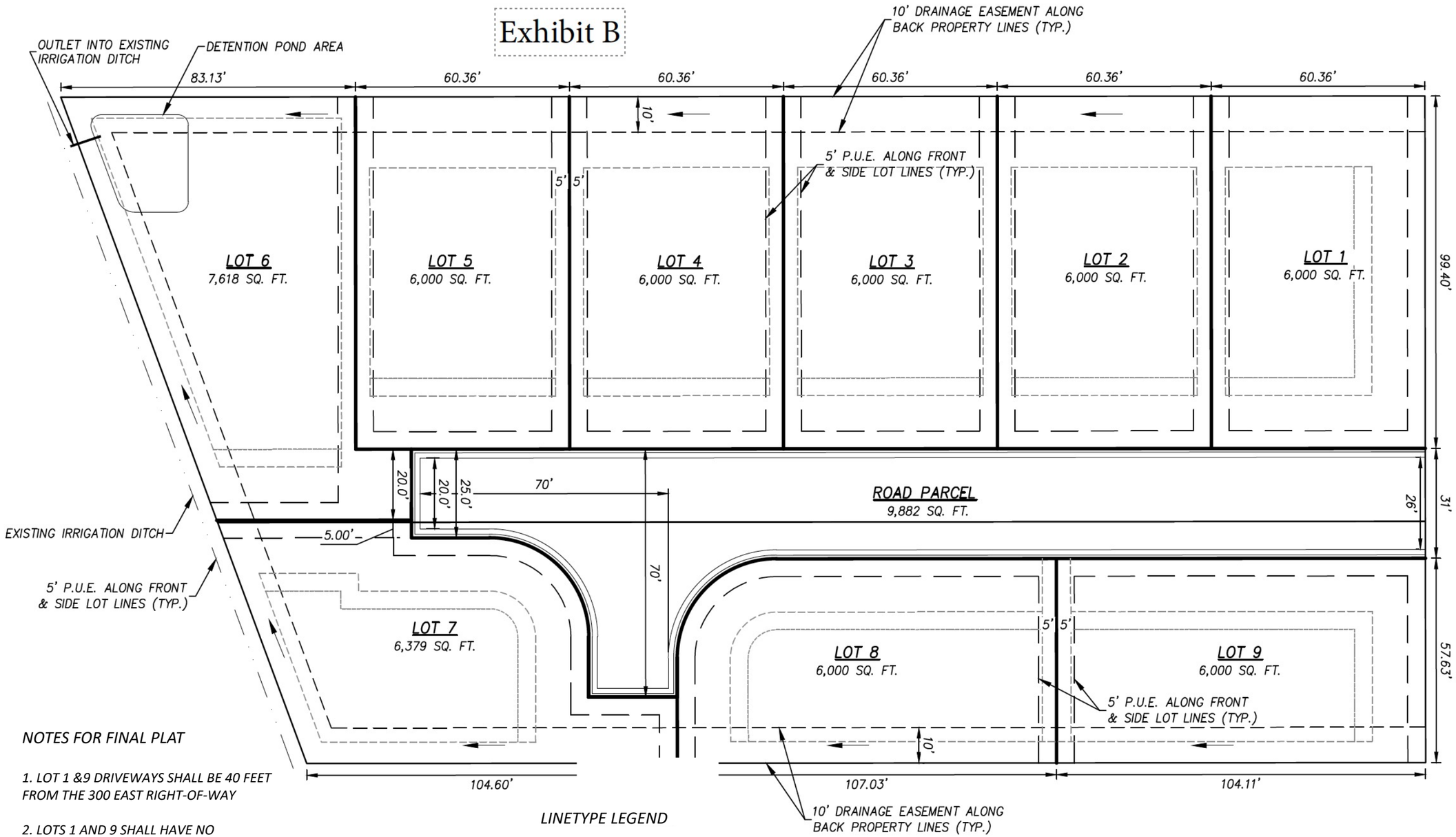
EXHIBIT A

LEGAL DESCRIPTION

CONCORD PLACE, LLC PROPERTY 13666 S. 300 E
BEG N 002'56] W 900.01 FT ALG 1/4 SEC LINE & S 89º 57'04] W 33 FT FR CEN SEC 6, T 4S, R 1E, SLM; S
89º 57'04] W 340.81 FTM OR L; N 20º 14'09] W 127.88 FT M OR L; N 89º 57'04] E 384.94FT M OR L; S 9381-0º 02'56] E 120.02 FT M OR L TO BEG. 1.0 AC M ORL. 7257-0745 7525-0765 8361-3519 9036-5992 9140-9175 6963 9995-3530 10186-2422 10339-5756

NEW IMAGE INVESTMENTS, LLC PROPERTY
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OR L; N 201º 4'09] W 72.48 FT M OR L; N 89º 57'04] E 340.81 FT M OR L; S 0º 02'56] E 68.01 FT TO BEG. 0.51 AC M OR L. 7257-0742,0745 7465-2157,2164 8400-0310 8921-6118 9345-7775 9676-2734

# Exhibit B




## NOTES FOR FINAL PLAT

1. LOT 1 &9 DRIVEWAYS SHALL BE 40 FEET FROM THE 300 EAST RIGHT-OF-WAY

2. LOTS 1 AND 9 SHALL HAVE NO OBSTRUCTION HIGHER THAN 4 FEET IN THE TRIANGLE AREA . THE TRIANGLE AREA IS THE CLEAR VIEW TRIANGLES (AND SIGHT DISTANCE AREAS).

3. SETBACKS:
   FRONT; 15' LIVING SPACE
   20' GARAGE
   SIDE: 5'
   REAR: 20' (INTERIOR LOT)
   5' (CORNER LOT)

## LINETYPE LEGEND

- EXISTING PROPERTY LINES
- PROPOSED LOT LINES
- DRAINAGE EASEMENT
- PUBLIC UTILITY AND DRAINAGE EASEMENT
- LIVING SPACE SETBACK
- GARAGE SETBACK


PEPG CONSULTING LLC
9270 SOUTH 300 WEST • SANDY, UT 84070
PHONE: (801) 562-2521 • FAX: (801) 562-2551


**CONCORD PLACE SUBDIVISION**

**CONCEPT PLAN - ALTERNATIVE 7**

| 1488.2110 | CONCEPT | JULY 27, 2021 |
|---|---|---|
| PROJECT NUMBER | FILE NAME | DATE |

# Exhibit C



Elevation for Model 2

# Exhibit C



Elevation for Model 1

# Exhibit C



Elevation for Model 3

# MEMO

To: City Council Meeting
From:
CC:
Date: January 18, 2022
Re:

---

Comments:

Text amendments regarding the issuance, allowance and procedures holding a special event in Draper City and obtaining a Special Event Permit

ATTACHMENTS:

| Description | Upload Date | Type |
|---|---|---|
| O-1515, Special Event TA | 1/14/2022 | Cover Memo |

**ORDINANCE NO. 1515**

**AN ORDINANCE OF THE DRAPER CITY COUNCIL INCORPORATING MINOR TEXT AMMENDMENTS AND ADITIONS TO CHAPTER 15-4, SPECIAL EVENTS**

**WHEREAS**, the chapter regulating Special Events is in need of minor additions and amendments; and,

**WHEREAS,** Draper City's parks, trails and recreation facilities have grown in number and increased substantially in use, it has become necessary to incorporate code changes dealing with special event procedures, permitting and allowances.

**WHEREAS**,; Draper City desires to keep the best interest and protection of all parks, trails, recreation facilities and residents as a high priority and importance,

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

**Section 1.** **Approval.** The City Council hereby approves Ordinance No. 1515, approving the text amendments to Chapter 15-4 regarding Special Events.

**Section 2.** **Correction of Editing Errors.** The City Attorney is authorized to correct any punctuation, spelling, formatting, or similar errors prior to submitting this Ordinance to Sterling Codifiers

**Section 3.** **Severability.** If any section, part, or provision of this Ordinance is held invalid, or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance, and all sections, parts, and provisions of this Ordinance shall be severable..

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

**PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, ON THE _____ DAY OF JANUARY, 2022.**

**DRAPER CITY**

_____

**Mayor Troy K. Walker**

**ATTEST:**

_____
City Recorder

| **VOTE TAKEN:** | **YES** | **NO** |
|---|---|---|
| Councilmember Green | _____ | _____ |
| Councilmember Lowery | _____ | _____ |
| Councilmember Roberts | _____ | _____ |
| Councilmember Vawdrey | _____ | _____ |
| Councilmember Lowry | _____ | _____ |
| Mayor Walker | _____ | _____ |

CHAPTER 4
SPECIAL EVENTS
SECTION:

15-4-010: Purpose
15-4-020: Scope
15-4-030: Definitions
15-4-040: Special Event Permits
15-4-050: Special Events Allowed
15-4-060: Application And Standards For Special Events
15-4-070: Special Events On Vacant Properties
15-4-080: City Support Services
15-4-090: Conditions Of Issuance
15-4-100: Grounds For Denial
15-4-110: Enforcement And Penalties
15-4-120: Revocation Of Special Event Permit
15-4-130: Delegation Of Director's Authority

15-4-010: PURPOSE:

The purpose of this chapter is to establish permit requirements for special events. The permit requirements and other regulations in this chapter are designed to promote, protect and assure the safety and convenience of residents and visitors by mitigating potential issues that may occur as a result of the special event. It is not the intent of this chapter to regulate in any manner the content of speech or infringe upon the right to assemble, except for lawful time, place and manner regulations necessary to protect the public health, safety and welfare. (Ord. 1354, 9-18-2018)

15-4-020: SCOPE:

This chapter imposes regulatory requirements on certain activities that are defined as "special events". The requirements imposed by this chapter do not alter, supersede or nullify any requirements contained in other Federal, State or local statutes, ordinances, or regulations that may also regulate special events. These requirements shall be applied in a content neutral manner and without discrimination as to race, sex, national origin, political affiliation, or other unlawful discriminatory classification. (Ord. 1354, 9-18-2018)

15-4-030: DEFINITIONS:

APPLICANT: Any person or organization that seeks a special event permit from the City to conduct a special event governed by this Chapter.

ATHLETIC EVENT: An organized competitive or recreational event in which a group of people collectively engage in a sport or form of physical exercise, including, but not limited to, running, jogging, walking, bicycling, or skating, on any City street or sidewalk or other City property.

BLOCK PARTY: An outdoor party put on by residents of a neighborhood that requires closing down a City street, sidewalk, or other City property.

CITY EVENT: A special event that is organized and operated by the City, whether directly or by contract with a third party operator.

ENTERTAINMENT EVENT: An organized event having its primary purpose the entertainment or amusement of a group of people, including, but not limited to, parades, festivals, carnivals, fairs, concerts, or similar activities on any City street or sidewalk or other City property.

FILMING EVENT: Filming of a media broadcast (other than for news purposes), filming of a motion picture or television broadcast, or still commercial photography, in any case involving more than four (4) human participants.

LARGE SCALE EVENT: A special event, not sponsored by the City, with an estimated combined attendance of five hundred (500) or more participants and spectators.

OUTDOOR SALES EVENT: An organized event in which a group of people or an organization engages in the sale of products including, but not limited to, displays and exhibitions, farmers' markets, craft fairs, outdoor sales, tent sales and other similar activities.

PERSON: Includes an individual, corporation, partnership, association, or other entity whether public or private.

POLITICAL EVENT: An organized event involving the preplanned participation of more than fifty (50) people, not including an athletic or entertainment event, having as its primary purpose the exercise of expressive activities of a political nature, including, but not limited to, speechmaking, picketing, protesting, marching, demonstrating or debating public issues, on any City street or sidewalk or other City property.

PUBLIC FORUM: City roads, sidewalks, rights-of-way and City property that has by tradition been used by the public for assembly and expression, or City property that has not traditionally been open for public assembly and debate but that the City has opened for use by the public as a place for assembly and expression.

SPECIAL EVENT: Any athletic event, City event, entertainment event, filming event, large scale event, block party, political event, or outdoor sales event, whether held for profit, nonprofit or charitable purposes held on private or public property within the City.

SPONTANEOUS EVENT: A special event that is occasioned by news or affairs coming into public knowledge fewer than fourteen (14) days before the special event. (Ord. 1354, 9-18-2018)

15-4-040: SPECIAL EVENT PERMITS:

A. Permit Required: It is unlawful

1. To hold a special event without first obtaining a special event permit unless otherwise excepted by 15-4-040(B);

2. To hold a special event not in accordance with an issued special event permit; or

3. To hold a special event that fails to comply with all other City ordinances, including, but not limited to, obtaining a single event business license, if applicable.

B. Exceptions: A special event permit shall not be required for the following events. However, any event exempted herein from the provisions of this chapter may request the assistance provided through the permitting process by submitting a complete application, including payment of all necessary fees, for a special event permit.

1. Gatherings, demonstrations, or protests of fifty (50) or fewer people who gather at a public forum to exercise their constitutionally protected rights under the First Amendment of the United States Constitution.

2. Spontaneous events held at a public forum.

3. Use of sidewalks, trails, or other pedestrian pathways not associated with a special event and which do not require the use of Draper City public safety personnel.

4. Activities or events within a permanent structure or on a site for which the permanent structure or site was specifically designed, including, but not limited to:

a. School sports, activities or events, on school property, regardless of public or private schools, sponsored or sanctioned by the Utah High School Activities Association (UHSAA) or the school district in which the school is located;

b. Meetings or gatherings as a part of the normal course of business;

c. On site school programs or activities for the attendance of students, relatives, and guests which are not of a money raising nature; or

d. Activities, gatherings, or events for religious groups that fully comply with subsection B5 of this section.

5. Events or activities that fully comply with all of the following:

a. The event or activity is completely contained on private property for which the property owner has given permission for the event or activity;

b. Attendance at the event or activity does not exceed the determined capacity for any building in which the event or activity will be held;

c. No public services such as police, fire, or ambulance, are anticipated to be needed on site for the event, whether for traffic control, on standby, or for security at the site;

d. Adequate restroom facilities are readily available on the site for attendees at the event or activity;

e. Sales of alcohol will not be conducted as a part of the event;

f. Traffic, crowd, or parking control is not needed to accommodate attendees;

g. No vendors profiting separately from the overall event are within, a part of, or associated with the event; and

h. Special event signs as described in subsection 9-26-080B of this Code are not needed.

6. An amateur or not for profit filming event not intended for public release and does not disrupt the general operation of a public park, street or facility. (Ord. 1354, 9-18-2018)

15-4-050: SPECIAL EVENTS ALLOWED:

Any person may sponsor or conduct special events. The special events listed in this section will be allowed up to the time limits specified for each event and are subject to the terms of this chapter. Unless otherwise specified herein, occurrences shall be counted based on the applicant or location of the event, whichever is greater.

A. A multiday athletic event, entertainment event, outdoor sales event, or filming event may be conducted for up to eight (8) days per occurrence with a maximum of four (4) occurrences per year. Vendors operating booths, displays, demonstrations, or services as a part of these events will be considered permitted as a part of the permit for the entire event, but necessitate independent business licensure, as required by this title.

B. A single day athletic event, entertainment event, block party, outdoor sales event, or filming event may be conducted for up to one day per occurrence with a maximum of four (4) occurrences per year.

C. A person or entity is restricted to four special events per calendar year and no more than one special event within a three-month period.

D. Off site motorized vehicle sales conducted by a licensed dealer on private property may be held for up to twenty one (21) days per occurrence with not more than three (3) occurrences per year.

E. The launching of fireworks displays may be conducted during times permitted under State law. Fireworks displays are subject to the approval and requirements of all appropriate fire agencies. The launching of fireworks displays may also be subject to location restrictions of the City and all appropriate fire agencies.

F. Auctions with outside storage, screened from view from any adjacent street by a six foot (6') sight obscuring fence, may be conducted for up to three (3) days per occurrence with no more than four (4) occurrences per year per site. Up to two (2) occurrences may run consecutively, when applied for as such, but shall be counted as separate occurrences.

G. Large scale events in Draper Park shall be limited to no more than three (3) events per calendar year regardless of the number of applicants.

H. Only City-sponsored events may be held on any City trail appearing on Figure 15-4-1.

(Ord. 1354, 9-18-2018)

15-4-060: APPLICATION AND STANDARDS FOR SPECIAL EVENTS:

A person seeking a special event permit shall submit an application to the City on forms provided by the City. The application shall be filed not less than forty five (45) and not more than three hundred sixty five (365) days before the activity is proposed to commence. Any application for a filming event permit shall be submitted no later than four (4) business days before the filming event is scheduled to occur The application is not consider filed until the Special Event Permit Application has been received, an application fee has been paid, and complete plans have been received.

A. Application And Processing Fees: Application and processing fees, as determined in section 5-4-010 of this Code, shall be paid to the City by the applicant when the application is filed with the department in order to cover the administrative costs of processing the permit application.

B. Late Notification Fee: Any applicant for a special event permit (except applicants for filming events) who fails to give at least forty five (45) days' notice to the City before the activity is proposed to commence shall remit to the City a late notification fee of forty dollars ($40.00) in addition to the application and processing fee.

C. Complete Copy Of Application: The application for any special event requiring a mass gathering permit pursuant to Salt Lake Valley Health Department regulations must include a complete copy of their required application.

D. Access: Specific areas shall be designated for ingress and egress of emergency vehicles, including appropriate barriers to regulate vehicular and pedestrian traffic.

E. Plans: The following plans must be submitted with the application for a special event permit:

1. Site Plan: The site plan shall depict the proposed layout of the entire property to be used for the special event. This site plan must include the exact address of the property, the name and address of the property owner, and the name and twenty four (24) hour contact information of the contact person or coordinator. The site plan must clearly show all entrances, exits, roadways, walkways and parking, all sanitation facilities, medical and first aid stations, waste containers, food stands, vendor areas, lighting, types of merchandise being sold, types of food being prepared/sold, alcohol sales, types of live entertainment, sound systems, temporary structures, temporary and permanent power sources, amusement rides, and all other activities associated with the event.

2. Control Plan: A plan shall be submitted and approved establishing adequate provisions for traffic, crowd, and patron control and assurance of compliance with City, State, and Federal laws including, but not limited to, fire, health, security, and Americans With Disability Act regulations. Only Draper City public safety personnel shall be used for traffic control on Draper City streets, trails, or sidewalks for special events. No more than two (2) special events per calendar month shall be allowed when public safety personnel such as police, fire, or

ambulance services are necessary. No special events requiring public safety personnel shall be allowed in the month of July, except for events associated with Draper Days. Exceptions may be made by the City Council.

3. Sign Plan: Applicants shall provide a plan showing the location of all signs to be placed in association with the event. The sign plan must include the total number of signs with the dimensions and size of each sign. All signs must meet the requirements of title 9, chapter 26 of this Code.

4. Security Plan: A security plan shall be submitted to and approved by the City establishing the number and type of enforcement and security personnel needed to monitor and facilitate the event and provide spectator or participant control and direction.

5. Parking Plan: A parking plan shall be submitted to and approved by the City identifying areas for parking in a capacity to accommodate the reasonably expected attendance at the event. Parking areas shall meet all requirements and specifications of the Fire Department. If parking spaces are not marked, parking personnel must be provided to ensure orderly and safe ingress and egress from the parking area.

F. Emergency Services: First aid supplies, equipment, and emergency medical services must be made available to meet public health and safety concerns and legal requirements.

G. Sanitation Facilities: Adequate sanitation facilities shall be provided based on the duration of the event and on the number of persons reasonably expected to participate.

H. Trash Removal: All trash shall be removed and the site restored to the condition the property was in prior to the event before the applicant or event sponsors leave the site. All trash must be disposed of properly and any equipment used returned to its designated location. It is the sole responsibility of the event organizers to provide appropriate means of trash disposal and site cleanup.

I. Events On Public Property: With proper authorization from appropriate City departments, special events may be held in public places or on City owned property. Events on public property must end by ten o'clock (10:00) P.M. on any given day unless an extension of time is granted by the Parks and Recreation Director. A written request to the Parks and Recreation Director must be submitted with detailed information as to the need to extend the end time of an event. This approval must be completed before a special event permit is issued.

J. Events On Private Property: Special events are allowed on private property with the property owner's written approval. Notification of the event taking place shall be issued to all adjacent property owners prior to the event. Events on private property may not exceed hours of operation as dictated in the City's nuisance ordinances.

K. Insurance: Applicants for a special event permit must provide liability insurance to ensure the health and safety of the public. Mandatory Comprehensive General/Special Events liability insurance with a minimum two million dollars ($2,000,000.00) per occurrence, with three million dollars ($3,000,000.00) general aggregate coverage will be required prior to the issuance of a special event permit, unless the Risk Manager requires a higher or lower level based on level of risk. The liability insurance must also name the City as an additional insured by endorsement. Applicants must submit a Certificate of Insurance and an actual copy of the additional-insured endorsement. The Certificate of Insurance and endorsement must be submitted at least seven business days prior to the proposed special event date.

1. The following special events shall be exempt from the insurance requirement:

a. Political events, unless the event will include fireworks or other similarly hazardous features.

b. School events located on, or directly adjacent to, school property;

c. Events sponsored in whole by the City; and

d. Block parties.

2. In consideration for the issuing of a special events permit and use of City streets and sidewalks or City property, the applicant agrees to indemnify, save harmless and defend the City, its officers and employees, against any claim for loss, damage or expense sustained by any person on account of injury, death or property damage occurring by reason of or arising out of the special event.

L. Performance Bond: The City may require the applicant or sponsor of a special event, in addition to the aforementioned liability coverage, to protect the City's interests with a performance bond in a form and amount as determined by the City Parks and Recreation Director.

M. Inspections: Authorized Law Enforcement Officers, Code Compliance and Zoning Enforcement Officers, Fire Control Officers, and other government personnel shall be permitted free access to the event to make inspections to ensure compliance with all City, State, and Federal laws.

N. Approval Of Other Public Agencies: The applicant has obtained the approval of any other public agency within whose jurisdiction the event or portion thereof will occur.

O. Facility Reservations: If the application proposes the use of any City facility designated and designed to be available on a reservation basis and subject to a facility use agreement, the applicant shall also be responsible to comply with all rules and regulations applicable to the reservation and use of such facility, and pay all applicable fees and deposits prior to the issuance of the special event permit.

P. Exclusive Use Of Public Property: The event will not require the exclusive use of park or other public areas in a manner which will adversely impact upon the reasonable use or access to those areas by the general public unless such exclusive use has been approved by the Parks and Recreation Director pursuant to the department's policies.

Q. Filming Events: For a filming event, the number of dates of filming and the number of locations to be used, and a report regarding discussions with property owners or occupants in the affected neighborhoods. The applicant shall provide a short written description of and schedule for the proposed filming to the owners and occupants in the affected neighborhoods (as defined by boundaries set by the Parks and Recreation Director). The applicant shall talk with owners and occupants of all such property and submit as part of the application a report noting any owner's or occupant's reaction along with the addresses and phone numbers of all such property owners and occupants.

R. Large Scale Event Application: For a large scale event, an applicant shall submit an application to the Parks and Recreation Department not less than ninety (90) days before the event is proposed to commence and shall be subject to the nonrefundable large scale event application fee. All conditions of a large scale event permit will be outlined therein. Priority for large scale event permits in Draper Park shall be based on past history of holding the same event in Draper Park, value of event to Draper residents, and order of submission.

S. Prior Experience: Applicants must submit documentation of prior experience, if any, of holding a similar event, including where the event was held and when.

T. Additional Information: Any additional information that the City finds reasonably necessary to a fair determination as to whether a special event permit should issue. (Ord. 1354, 9-18-2018)

15-4-070: SPECIAL EVENTS ON VACANT PROPERTIES:

Special events may be allowed on properties which are vacant or undeveloped following application for and issuance of a special event permit in compliance with the terms of this chapter. (Ord. 1354, 9-18-2018)

15-4-080: CITY SUPPORT SERVICES:

City support services shall be provided for special events as determined by the City to protect the health, safety, and welfare of the public, at cost as stated in the City's consolidated fee schedule, payable by the organizer.

A. Payment Of Estimated Support Costs: The City shall not issue a special event permit until the organizer pays the estimated support costs as determined by the City based on the application and past experience with similar events.

B. Support Costs: City support costs include, but are not limited to, police (but only for traffic control and cleanup), fire, and emergency medical protection, park maintenance, power, water, road closures, cleanup of City facilities before, during, or after the special event, and other costs to the City directly attributable to the special event.

C. Services Limited: City support services shall be limited to the minimum necessary to protect the health, safety, and welfare of the public and the public's use of City property. Police protection needs shall be determined and assigned by the Chief of Police or designee after considering relevant criteria such as the size, location, duration, time, and date of the special event; the number of streets and intersections blocked; and the need to detour or preempt public travel and use of streets or sidewalks. Park maintenance as well as the closure of roads and streets shall be administered by the appropriate City departments or divisions.

D. Payment Of Invoice: The City shall bill, and the organizer shall pay, the remaining support costs within thirty (30) days after the date of invoice. Any refund due to the organizer shall be paid by the City within thirty (30) days after the special event if actual costs are less than the estimate.

E. Police, Fire, And Traffic Crowd Control: The organizer shall provide police and fire protection and traffic crowd control to the extent determined by the Police Chief, the Fire Chief, or their designees, and shall pay the fees therefor as stated in the City's consolidated fee schedule. (Ord. 1354, 9-18-2018)

15-4-090: CONDITIONS OF ISSUANCE:

A. As a condition to issuing a permit, the Parks and Recreation Director may impose reasonable terms and regulations concerning the time and place of such event; the area and manner of conducting such event; the maximum number of persons participating therein; the regulation of traffic, if required, including the number and type of vehicles, the number and type of signs and barricades to be provided by the applicant, if any, together with a plan of their disposition following the event; permissible noise levels; and such other requirements as the Director may find reasonable and necessary for the protection of persons and property and the compliance with the requirements of this Code.

B. Issuance of a special event permit is conditioned on and subject to the right of the City to suspend, revoke, restrict or modify such permit due to the failure to pay event fees, costs or deposits, provide required insurance, or for the planning, permitting or conduct of activities or programs which are a violation of law or the conditions or parameters of the permit.

C. The issuance of a special event permit herein shall not entitle a person or entity to the issuance of a special event permit in the future.

D. A special event permit granted herein is not transferable. (Ord. 1354, 9-18-2018)

15-4-100: GROUNDS FOR DENIAL:

An application for a special events permit may be denied on any of the following grounds:

A. The application for permit is not fully completed or fails to comply with the requirements of this chapter.

B. The application for permit contains a material falsehood or misrepresentation.

C. The applicant is legally incompetent to contract or to sue and be sued.

D. The applicant or any person on whose behalf the application for permit was made has on prior occasions:

1. Damaged City property and has not paid in full for such damage, or has other outstanding and unpaid debts to the City;

2. Made material misrepresentations regarding the nature or scope of an event or activity previously permitted; or

3. Has violated the terms of prior permits issued to or on behalf of the applicant.

4. Has held a special event in another jurisdiction that did not comply with a permit or the ordinances of that jurisdiction.

E. The applicant has failed to comply with all conditions and regulations attendant to issuance of the permit.

F. The use or activity intended by the applicant is prohibited by the provisions of this Code, regulations of the City, or otherwise prohibited by law.

G. The conduct of the special event will substantially interrupt the safe and orderly movement of other pedestrian or vehicular traffic contiguous to its route or location, unreasonably limit or obstruct access to private property, or unduly interfere with proper fire and police protection of, or ambulance service to, areas contiguous to such public assembly areas.

H. The proposed event will unreasonably interfere with or obstruct the public's ability to use public property for activities unrelated to the event.

I. The conduct of the special event will require the diversion of so great a number of City police officers to properly police the line of movement and the areas contiguous thereto as to prevent normal police protection of the City.

J. The conduct of the special event is reasonably likely to cause injury to persons or property.

K. Adequate sanitation and other required health facilities are not, or will not be, available in or adjacent to any special event areas.

L. There are insufficient parking places near the site of the special event to accommodate the number of vehicles reasonably expected.

M. The special event, if conducted on City property, is for the primary purpose of advertising any product, goods, or event that is primarily for private profit. This prohibition against advertising products, goods, or events shall not apply to signs identifying organizations or sponsors furnishing or sponsoring exhibits or structures used in the special event.

N. A City event is scheduled for the same time and location.

O. A special event permit application for the same time and location is already granted or has been received and will be granted.

P. An event is scheduled elsewhere in the City where the police resources required for that event are so great that the deployment of police services for the proposed special event would have an immediate and adverse effect upon the welfare and safety of persons and property.

Q. The special event permit application was filed less than:

(i) forty five (45) days prior to the event for events with an estimated combined attendance of fewer than five hundred (500) participants and spectators; or

(ii) ninety (90) days for a Large Scale Event; or

(iii) four (4) days before the filming is scheduled to occur.

R. The applicant failed to obtain a special event permit for a previous event that was required to have a special event permit.

S. The Parks and Recreation Director has the discretion to deny a permit for any event that is detrimental to the health, safety or welfare of the public.

(Ord. 1354, 9-18-2018)

15-4-110: ENFORCEMENT AND PENALTIES:

Violations of this chapter shall be punished as a Class C misdemeanor for a first offense and as a Class B misdemeanor for subsequent violations. (Ord. 1354, 9-18-2018)

15-4-120: REVOCATION OF SPECIAL EVENT PERMIT:

A. Any special event permit issued is subject to revocation if the Parks and Recreation Director determines:

1. That the event cannot be conducted without violating the standards or conditions for special events; or

2. The event is being conducted in violation of any condition of the special event permit; or

3. The event poses a threat to health or safety; or

4. The applicant or any person associated with the event has failed to obtain any other permit required pursuant to this chapter or any other applicable law; or

5. The special event permit was issued in error or contrary to law.

B. Notices of revocation shall be in writing and specifically set forth the reasons for the revocation. However, if there is an emergency requiring immediate revocation of a special event permit, the Parks and Recreation Director may notify the permit holder verbally of the revocation. (Ord. 1354, 9-18-2018)

15-4-130: DELEGATION OF DIRECTOR'S AUTHORITY:

A. The Parks and Recreation Director may delegate any or all of his or her functions under this chapter to his or her deputies or subordinates. (Ord. 1354, 9-18-2018)

# FIGURE 15-4-1

# TRAIL SPECIAL EVENTS RESTRICTION AREA

