

**CITY OF SOUTH JORDAN
CITY COUNCIL MEETING AGENDA
CITY COUNCIL CHAMBERS
TUESDAY, OCTOBER 15, 2024 at 6:30 p.m.**



Notice is hereby given that the South Jordan City Council will hold a meeting at 6:30 p.m. on Tuesday, October 15, 2024. The meeting will be conducted in person in the City Council Chambers, located at 1600 W. Towne Center Drive, South Jordan, Utah, and virtually via Zoom phone and video conferencing. Persons with disabilities requesting assistance should contact the City Recorder at least 24 hours prior to the meeting. The agenda may be amended, and an executive session may be held at the end of the meeting. Times listed are approximate and may be accelerated or delayed.

In addition to in-person attendance, individuals may join virtually using Zoom. Attendees joining virtually may not comment during public comment; virtual participants may only comment on items scheduled for a public hearing. Video must be enabled during the public hearing period. Attendees wishing to present photos or documents to the City Council must attend in person.

If the meeting is disrupted in any way deemed inappropriate by the City, the City reserves the right to immediately remove the individual(s) from the meeting and, if necessary, end virtual access to the meeting. Reasons for removal or ending virtual access include, but are not limited to, posting offensive pictures or remarks, making disrespectful statements or actions, and other actions deemed inappropriate.

The ability to participate virtually depends on the individual's internet connection. To ensure that comments are received regardless of technical issues, please submit them in writing to City Recorder Anna Crookston at acrookston@sjc.utah.gov by 3:00 p.m. on the day of the meeting. Instructions on how to join virtually are provided below.

Join South Jordan City Council Meeting Virtually:

- Join on any device that has internet capability.
- Zoom link, Meeting ID and Password will be provided 24 hours prior to meeting start time.
- Zoom instructions are posted <https://ut-southjordan.civicplus.com/241/City-Council>.

Regular Meeting Agenda: 6:30 p.m.

- A. Welcome, Roll Call, and Introduction:** By Mayor, Dawn R. Ramsey
- B. Invocation:** By Council Member, Jason McGuire
- C. Pledge of Allegiance:** CFO, Sunil Naidu
- D. Minute Approval:**
 - [D.1.](#) October 1, 2024 City Council Study Meeting
 - [D.2.](#) October 1, 2024 City Council Meeting
- E. Mayor and Council Reports: 6:35 p.m.**

F. Public Comment: 6:50 p.m.

This is the time and place on the agenda for any person who wishes to comment. Any person or group wishing to comment on any item not otherwise scheduled for public hearing on the agenda may address the City Council at this point by stepping to the microphone, and giving their name and address for the record. Note, to participate in public comment you must attend City Council Meeting in-person. Comments should be limited to not more than three (3) minutes, unless additional time is authorized by the Chair. Groups wishing to comment will be asked to appoint a spokesperson. Items brought forward to the attention of the City Council will be turned over to staff to provide a response outside of the City Council Meeting. Time taken on non-agenda items, interrupts the process of the noticed agenda.

G. Public Hearing Item: 7:00 p.m.

G.1. Ordinance 2024-22, Vacating a Municipal Waterline Easement located on Lots C-108 through C-113 of the Daybreak Urban Center Plat 1 Subdivision Daybreak and vacating a Fire Access Easement on Lots C-109, C-110, C-111, and C-113. RCV (*By Director of Planning, Steven Schaefermeyer*)

H. Wheadon Acres Land Use Public Hearing Items: 7:15 p.m.

H.1. Presentation on Resolution R2024-42, and Zoning Ordinance 2024-08-Z, all related to the Wheadon Acres Land Use development. Applicant, Gordon Milar Construction, LLC. (*By Director of Planning, Steven Schaefermeyer*)

H.2. Resolution R2024-42 Public Hearing.

H.3. Zoning Ordinance 2024-08-Z Public Hearing.

H.4. Resolution R2024-42, Authorizing the Mayor of the City of South Jordan to enter into a Development Agreement with Mulberry Cottage, LLC and WHDTMR, LLC pertaining to property located at 10537 S. 3010 W. and 10555 S. 3010 W. RCV (*By Director of Planning, Steven Schaefermeyer*)

H.5. Zoning Ordinance 2024-08-Z, Rezoning property located at 10537 S 3010 W & 10555 S 3010 W from the R-1.8 (Single Family Residential) Zone to the R-1.8 with the Flag Lot (FL) Overlay Zone. Gordron Milar Construction, LLC (Applicant). RCV (*By Director of Planning, Steven Schaefermeyer*)

I. Staff Reports and Calendaring Items: 7:45 p.m.

ADJOURNMENT

CERTIFICATE OF POSTING

STATE OF UTAH)
: §
COUNTY OF SALT LAKE)

I, Anna Crookston, the duly appointed City Recorder of South Jordan City, Utah, certify that the foregoing City Council Agenda was emailed to at least one newspaper of general circulation within the geographic jurisdiction of the public body. The agenda was also posted at the principal office of the public body and also posted on the Utah State Public Notice Website <http://www.utah.gov/pmn/index.html> and on South Jordan City's website at www.sjc.utah.gov. Published and posted October 11, 2024.

SOUTH JORDAN CITY
CITY COUNCIL STUDY MEETING

October 1, 2024

Present: Mayor Dawn R. Ramsey, Council Member Patrick Harris, Council Member Tamara Zander, Council Member Kathie Johnson, Council Member Jason McGuire, City Manager Dustin Lewis, Assistant City Manager Jason Rasmussen, City Attorney Ryan Loose, Assistant City Attorney Charity Brienzi, Director of Strategy & Budget Don Tingey, Director of City Commerce Brian Preece, Director of Public Works Raymond Garrison, CFO Sunil Naidu, City Engineer Brad Klavano, Director of Administrative Services Melinda Seager, Police Chief Jeff Carr, Fire Chief Chris Dawson, Director of Recreation Janell Payne, Communications Manager Rachael Van Cleave, IS Senior System Administrator Phill Brown, IS Systems Administrator Ken Roberts, GIS Coordinator Matt Jarman, City Recorder Anna Crookston, Meeting Transcriptionist Diana Baun, City Planner Greg Schindler

Absent: Council Member Don Shelton

Others: Fred Philpot, Alberto Garcia, Jeff McKay, Lisa Stowe, Carol Brown, Alexandra Franklin

4:37 P.M.
STUDY MEETING

A. Welcome, Roll Call, and Introduction: *By Mayor, Dawn R. Ramsey*

Mayor Ramsey welcomed everyone present and introduced the meeting. She excused Council Member Zander, who was on her way, and Council Member Shelton who would not be attending.

B. Invocation: *By City Commerce Director, Patrick Harris*

Council Member Harris offered the invocation.

C. Mayor and Council Coordination

Mayor Ramsey discussed the Pumpkin Promenade coming up.

D. Discussion/Review of Regular Council Meeting

E. Presentation Items

E.1. Google Fiber update. *(By Google Fiber Representatives)*

Alberto Garcia (Government and Community Affairs Google Fiber) Since 2021 they have made Google Fiber service available to 15,982 homes, amounting to 1,055,500 linear feet or 199 miles within the city. This year they have added 5,664 homes, and they still have work to do. They discussed their future intentions to stay with the city in the future to stay on top of future projects that could impact their infrastructure. Jeff McKay and his team do a great job with keeping in contact and staying on top of potential issues in the future.

Council Member Zander joined the meeting.

Jeff McKay (Construction Manager Utah/Idaho) they are currently closing out existing permits, and still looking at other opportunities as they come in including new builds, HOAs currently in contracts, etc.

Mr. Garcia continued discussing the rest of the city that doesn't have service yet, with a large portion of that being Daybreak which is bound by a competitor's contract.

Mayor Ramsey asked about her neighborhood.

Mr. McKay responded her neighborhood is unfortunately limited by their isolation, requiring the infrastructure to go through Daybreak to get to that neighborhood. They have spoken to staff and discussed some options.

Mr. Garcia added that they are happy to look at specific addresses and neighborhoods to explain why, logistically, they weren't able to reach them, and explore options to connect them. At this point, they have basically reached everywhere they can as a whole.

Council Member McGuire asked about the buy-in needed to justify reaching customers and discussed the Daybreak residents paying twice for internet and already paying other competitors for internet since the HOA provided internet doesn't meet their needs.

Mr. Garcia responded it's not about the buy-in, they want as many customers as possible. It's more the logistic construction components of getting to those areas. He discussed the mayor's neighborhood and having to go through Daybreak to connect there.

Staff and presenters discussed the fact that Daybreak does not own their roads, and that the city or Google Fiber could do work there, running their cables, without the HOA's permission.

Mr. Garcia noted that while they could legally add the cables to the road, it would be running a lot of cable to get to one neighborhood. It's the density of the area they are running cables to that matters more than anything else.

Council Member McGuire added it's not just the mayor's neighborhood, but the additional growth coming out that way in the near future that should be considered.

Council Member Zander noted there is a huge development west of Daybreak coming into the city, so beyond the mayor's neighborhood there is a huge amount of housing coming that could justify beginning that connection now. It also means in seven years, when the Daybreak contract is up, Google Fiber is better positioned to negotiate for that new business if they are already there.

E.2. Water Utility Rates & Solid Waste Fee Study Presentation. *(By Director of Public Works, Raymond Garrison & LRB Vice President, Fred Philpot)*

Fred Philpot reviewed Attachment A regarding the water utility rates & solid waste study results.

Council Member Zander asked for a dollar amount being added to the bill for an average resident.

Mr. Philpot responded average indoor use a month is about 6,000 – 10,000 gallons.

Assistant City Manager Jason Rasmussen shared for comparison that he lives on a quarter acre and in the summer he uses about 30,000 – 35,000 gallons indoor and outdoor.

Mr. Philpot added that it's about a \$7.00 increase on 80,000 gallons per month, so for a smaller or more average lot you'd be looking at around a \$3.00 - \$4.00 increase per month for water and \$1.30 per month for garbage.

Council Member Zander noted that when/if this happens, it needs to be made very clear that the increased costs depend on the tiers and how much water you use and/or conserve; send a message of the more you conserve, the more money you save.

F. Discussion Item

F.1. Short Term Rentals. *(By Assistant City Manager, Jason Rasmussen & City Attorney, Ryan Loose)*

City Attorney Ryan Loose introduced the Air DNA information being presented on Attachment B, noting that the city boundaries were not reflected properly in the report, but Air DNA has been alerted and they have agreed to get those fixed for future reports. Those discrepancies were noted by staff reviewing the report and have been taken into consideration during this report.

Assistant City Attorney Charity Brienzi reviewed Attachment B. She noted before her presentation that all the data after the first slide of the presentation will be 30 short-term rentals short. South Jordan has approximately 240 short-term rentals inside the city boundaries, but Air DNA categorized them by sub-area resulting in only 210 of the short-term rentals being recognized.

Attorney Loose continued noting that after the last meeting, it appeared that the council had agreed they didn't necessarily want to require a manager or owner to live on the property, but

that they wanted them to be within a certain distance for response. It also seemed that there were concerns about parking and homes being up to code for large groups. He noted that requiring short-term rentals to go through a business licensing process would allow for inspections and requirements for safety, along with ensuring the owner or manager lives within a specific distance from the property. When police are called to a short-term rental, if they know who the owner or designated manager is and how to contact them, it makes it much easier to hold the owners responsible and take care of issues.

Assistant Attorney Brienzi noted that some cities have signage requirements that include a contact number posted on the outside of the rental for easy contact, and this was also recommended by Attorney Loose as it allows both neighbors and emergency personnel to easily contact the person responsible. He noted that information can also be stored under their business license, rather than a physical sign, however that information can be hard to access in an emergency.

The council discussed the maximum distance an owner/manager should have to reside from the property, and it was agreed that it should be within one to three hours. They also discussed the contact information for the owner/manager being posted either somewhere obvious within the home or on the outside, agreeing that if on the outside it should be something small, like a no soliciting sign.

City Attorney Loose then moved on to discussing a potential maximum number of days allowed for short-term rentals, number of guests, etc. The council discussed parking issues, noting that restricting parking would automatically limit the number of guests allowed.

Assistant Attorney Brienzi noted that the city of Hurricane, Utah only allows up to 10 guests in a short-term rental. If a rental wants to allow more than 10 guests there are additional requirements for safety like fire inspections, etc.

Attorney Loose also noted that groups using Uber or renting large passenger vehicles for transport can fill up a home quickly with very little to no parking required. There are multiple ways to get a large group into a home without having to worry about parking a bus on the street, which is against city code.

Council Member Zander reiterated that currently there are no regulations on short-term rentals in the city, because it is currently against city code to short-term rental a home or any part of it.

Attorney Loose agreed and noted that any of the online listed short-term rentals could be reported and the city would reach out and tell the owners on record they are against the rules.

Mayor Ramsey brought up the guest limit in Hurricane, and noted she doesn't want to legislate everything to a "worst case scenario," since those are rare and dealt with. She doesn't think banning large groups overall is the answer, and did prefer more of the approach in Hurricane, creating additional requirements when larger groups are being marketed.

Council Member Johnson suggested creating more of a plan for the space as a whole, and how it should look with larger groups of people, rather than just setting a maximum limit for everyone.

Chief Carr noted that his concern would be safety as well, that fire sprinklers and other safety measures like emergency exits were not capable of handling those larger groups. He is fine with larger groups, as long as the building is appropriately outfitted to safely host those larger numbers.

Attorney Loose noted that he will address those safety concerns in the verbiage he comes back with, along with everything else discussed. He asked if the council wanted to have an absolute maximum number of people allowed, despite safety requirements being met. He gave examples of max guests per room or square feet, and the council agreed to look at some calculated examples of that when he comes back, rather than just a fixed maximum number of people. He then asked if the council had a desire to limit the number of short-term rentals allowed on one property, meaning they couldn't list their ADU and main home as two separate listings.

Council Member Zander shared that a resident suggested to her they come out of the gate very restrictive on this, and then back off as time goes on and they see how things go. She then asked, if they come out very restrictive as a city and it doesn't go well, what would be the recourse to adjust those things.

Attorney Loose responded they would just sit down as a council and create an ordinance to change the restriction. Once the rules are in place, they know where all the short-term rentals are, Legal with work with business licensing to reach out to all the owners and share the new ordinance with the requirements and offer help with business licensing if they need it. If they don't respond within the timeframe given in the initial contact, the city will begin with sending it through the code enforcement process. If that is still ignored it will move to the next step in the legal process.

Council Member Zander asked what happens if a short-term rental owner contacts the city, saying the new ordinance requirements don't work for them. For instance, they are only allowed 10 guests, but they have a seven bedroom home that can fit many more people than that.

Attorney Loose responded there would be no exceptions. They are establishing rules and setting the boundaries now.

Council Member Zander wants the council to consider whether they should start out less restrictive and tighten things up as they watch the results, or start super restrictive and ease things up as they watch what happens. As the council is piecing all of these parts together, they really need to consider that.

Attorney Loose noted that they can try and get info on what other cities are doing, but that can be hard to use since every city is going to do what works best for them. The information being presented is to show the council the main points they need to address and make decisions on now.

Council Member Johnson noted that if they start easy and decide to tighten it up later that won't work, as she believes the owners will get the letter, see the new requirements and give resistance from that point. Trying to come back and make things even harder will just create more problems. All the neighbors around these short-term rentals bought their homes as residences, they were not planning for their neighbors to turn their homes into a business. She understands the economy has changed, but she believes they should only be allowed to do this if it will not be a huge impact on their neighbors. She would like to look at creating something that gives the least amount of impact to the neighbors. There will be some impact, but let's try to keep these neighborhoods as residential neighborhoods.

Council Member Harris acknowledged all the discussion here today, noting the council member and staff personal experiences with these types of rentals in other areas. He is assuming that everyone here was a fantastic renter, causing no trouble and being the perfect renter. However, he doesn't believe that is the concern being addressed here. There are people renting these units out that will cause problems, and the city needs to make sure they are protecting the people outside those homes. He did some online research and saw those nightmare scenarios from other areas. He wants to be reasonable, but he doesn't want to be so broad that it makes things difficult for the others in the neighborhood.

Attorney Loose encouraged the council, from both an enforcement and legal standpoint, that eventually everything is done with criminal enforcement in mind. He would set whatever regulation they choose to set, and leave that in place without changes for at least a year or two to see what happens. If they are frequently changing the code to loosen or tighten up a regulation, it becomes extremely difficult to administer; either prohibiting it entirely or having no rules at all is easier than a moving target.

Director Preece used the food truck ordinance implementation as an example. While deciding what to include they discussed their fears, what have they heard and seen. They then put together an ordinance, and within a year they looked at it again and rewrote the entire ordinance after watching it work and seeing what is actually enforceable, what really doesn't matter, what did they not think about, etc. They had a plan from the beginning to look at the ordinance again within a year and there was quite a bit of stuff that it turned out they didn't need to worry about and stuff that it turned out they needed to pay more attention to or didn't even think of. He would suggest writing the ordinance they want, with their worst case fears in mind, and then re-evaluating it in about a year.

Assistant Attorney Brienzi shared a few things she has seen some cities do to help the neighbors and neighborhoods, including limitations on the total number of licenses, or a dispersion requirement to avoid a bunch on one street with only one actual homeowner living in their home as a resident all the time.

Attorney Loose brought the conversation back around and asked if the council wanted to limit the number of listings allowed per lot, and the council replied that they did want to limit that to one per lot. He then asked about parking spaces, do they want the guests to be allowed to use the public roads, or do they want them to have to park on-site.

Council Member McGuire is for both, as we allow everyone else to park on the street; he doesn't see the justification for banning them from the public right-of-way when everyone else can use it.

Assistant Attorney Brienzi noted that in the cities that did require all parking to be on the property, the only difference it made was being able to tell who was making money and running a business and who was just visiting the neighborhood.

Chief Carr also added that when they get calls for things like that, enforcing parking on the property versus on the street, the only thing they can look at is whether the car is legally parked or not.

Council Member Zander noted that if they did require parking on the property it would reduce the number of guests, unless they use Uber or something similar to get there. It would also give the city some more leverage to enforce infractions.

Attorney Loose noted that it would stop the larger gatherings with people coming from multiple places, but only if they can prove the cars are all there for that home. Many people who rent out their homes do want to follow the rules, once they know them. Those people will stripe spaces on their property to comply.

Council Member Zander noted that those only renting out a bedroom or two could technically park their own vehicles on the street and have the renters park in the driveway or garage, but a requirement on parking would require them to be creative.

Attorney Loose noted there are good arguments on both sides, but noted that parking is the biggest impact most neighbors see with every rental, even the best renters can't avoid having all those cars if multiple groups are coming to the same place.

Council Member Harris preferred requiring parking on the property.

Council Member Zander is agreeable to that as well.

Council Member Johnson agreed to on-site parking as well.

Assistant Attorney Brienzi discussed dispersion requirements. It will be an enforcement issue, as Attachment B shows where all the current rentals are and everyone can see how they are grouped. If a dispersion requirement was made, and one neighbor gets a permit first, the other neighbors would not be able to get one.

Council Member Johnson noted that a cul-de-sac in her ward has at least five short-term rentals currently, clarifying that they are only renting part of the homes, not the full home.

Attorney Loose responded that may be a case where with partial home rentals they might allow them to be a little bit closer together than homes being fully rented out.

Mayor Ramsey noted that the council has been elected to make the difficult decisions, and they need to find the fine line. Private property ownership is the most important thing, and it's the private property of the people who want to rent out their homes and the private property of their neighbors, along with the quality of life and impact of both. Regarding this potential dispersion requirement, if she were the neighbor who did have a permit, that would be great for her. However, if she was a neighbor that moved in later and then was told she couldn't do it because her neighbor is already doing it, that would feel like the previous Google Fiber discussion earlier tonight where the response is "sorry, your neighborhood doesn't get it" due to an issue out of your control.

Assistant Attorney Brienz added that they could also look at the properties that have an owner living there, and are only renting out a portion of their home. They don't have to necessarily put dispersion requirements on those types of rentals, those requirements can be applied only to whole property rentals, or any other category the council chooses.

Council Member Johnson asked if they could say that rental properties with the owner living on the property could be allowed closer together.

Attorney Loose responded that would probably be a little too complicated to hash out.

Director Preece believes if they choose the dispersion option, there will be much more enforcement time required as many will just think they can keep doing what they're doing until they get caught.

The council discussed whether or not to enact a dispersion requirement. They discussed the possibility of "cluster" areas where they might want to have the option in the future, but other than the lake and future ballpark they didn't see any other areas that could be a problem.

Council Member Johnson did mention an area north of Merit Medical, an older neighborhood that currently has a large amount, and along South Jordan Parkway in her district.

Attorney Loose noted those rentals were not showing on the Air DNA reports they ran.

Council Member Zander asked, if they did opt for the dispersion requirement and put a limit on the amount allowed within an area, what would happen in her area.

Attorney Loose responded that the first one to come in, if they complied with all the other requirements, would get a license, and the rest would be denied based on the dispersion requirement; unless there was a delayed dispersion requirement enforcement, which would allow all those currently in operation to get licenses, but no new businesses to be started. It was discussed that if someone were to then buy a house after that in the area, and apply for a short-term rental business license they would be denied. It was brought up that no one would really know they weren't eligible for that when they bought the home, and would be rightfully upset when they bought the home and then were denied the license. He also noted there are some

HOAs in the areas where the reports are showing dots for rentals, and that would be up to the HOA to enforce.

Assistant Attorney Brienz clarified that they are only talking about short-term rentals, any dispersion requirements on those would not have any effect on regular rentals of 30 days or more. There would still be an option to long-term rent their space if they were denied for the short-term license.

Attorney Loose noted based on the discussion they will write the first draft without the dispersion requirement, but the council can always decide after review to add that in if they change their minds.

Council Member Johnson noted she isn't sure if she agrees with no dispersion requirement, she will have to really think about that over the next few weeks.

Attorney Loose responded they will bring back an ordinance without it, but they will have additional options prepared with language to allow a dispersion requirement for the council to look at. He then moved on to asking about limiting the total amount of short-term rentals allowed in the city.

Council Member Zander suggested coming back and reviewing the numbers in a year to see if there is a huge jump from the current number in the city, and if there is, they could discuss setting a limit on the total number.

Council Member McGuire noted that one of the arguments against short-term rentals is housing affordability; short-term rentals are driving up the prices of housing. Based on that, he is comfortable with putting a limit on the number allowed in the city at some point.

Council Member Harris agreed with Council Member McGuire's statement.

Mayor Ramsey agreed that tying the total number allowed to the population felt like the right approach, rather than an arbitrary number.

Attorney Loose did note that the only issue with tying it to the population is that over time, population will increase, but the property sizes being added are getting smaller, which means more people are being packed in. The parking requirement would help corral some of that, especially with townhomes and higher density areas.

Council Member McGuire agreed he'd like to see a total number requirement suggestion based off the population as well.

Mayor Ramsey concluded by saying that the overall goal in creating this ordinance is to maintain the integrity of our neighborhoods, protecting the quality of life, without overreaching into people's personal property rights.

ADJOURNMENT

Council Member McGuire motioned to adjourn the October 1, 2024 City Council Study Meeting. Council Member Johnson seconded the motion; vote was 4-0 unanimous in favor, Council Member Shelton was absent from the vote.

The October 1, 2024 City Council Study meeting adjourned at 6:29 p.m.

UNAPPROVED

SOUTH JORDAN CITY
CITY COUNCIL MEETING

October 1, 2024

Present: Mayor Dawn R. Ramsey, Council Member Patrick Harris, Council Member Tamara Zander, Council Member Kathie Johnson, Council Member Jason McGuire, City Manager Dustin Lewis, Assistant City Manager Jason Rasmussen, City Attorney Ryan Loose, Director of Strategy & Budget Don Tingey, Director of City Commerce Brian Preece, Director of Public Works Raymond Garrison, CFO Sunil Naidu, City Engineer Brad Klavano, Director of Administrative Services Melinda Seager, Police Chief Jeff Carr, Fire Chief Chris Dawson, Director of Recreation Janell Payne, Communications Manager Rachael Van Cleave, IS Senior System Administrator Phill Brown, IS Systems Administrator Ken Roberts, GIS Coordinator Matt Jarman, City Recorder Anna Crookston, Meeting Transcriptionist Diana Baun, City Planner Greg Schindler

Absent: Council Member Don Shelton

Others: Mylee Wong, Lilly Wong, Brody Harris, Gabriella Helm, Lili Brady, Sam Longhurst, Thalea Longhurst, Lisa Stowe, John Gust, Josh Gibbons

6:41 P.M.
REGULAR MEETING

A. Welcome, Roll Call, and Introduction - *By Mayor, Dawn Ramsey*

Mayor Ramsey welcomed everyone and introduced the meeting. She excused Council Member Shelton who was absent tonight.

B. Invocation – *By Council Member, Kathie Johnson*

Council Member Johnson offered the invocation.

C. Pledge of Allegiance – *By Communications Manager, Rachael Van Cleave*

Manager Van Cleave led the audience in the Pledge of Allegiance.

D. Minute Approval

D.1. September 17, 2024 City Council Study Meeting

D.2. September 17, 2024 City Council Meeting

Council Member Harris motioned to approve the September 17, 2024 City Council Study Meeting and September 17, 2024 City Council Meeting minutes as published. Council

Member McGuire seconded the motion; vote was 4-0, unanimous in favor. Council Member Shelton was absent from the vote.

E. Mayor and Council Reports

Council Member Jason McGuire

- Attended the Shields Lane Corridor Open House to view public reactions.
- Met with some members of the Bingham Creek Regional Park Authority Board to discuss future plans.

Council Member Kathie Johnson – Nothing

Council Member Patrick Harris

- Attended a Sewer Board Meeting with Jordan Basin.
- Reached out to City Manager Dustin Lewis to discuss a proposal about cities potentially being reimbursed for various sewer things.
- Has some interactions with Assistant City Manager Jason Rasmussen, who has been helpful.

Council Member Tamara Zander

- There have been a few short-term rental discussions during study meeting, and since the last one she has had a few residents reach out to her verbally and through email, expressing their thoughts about the discussion. She has appreciated the engagement from the city as well.

Mayor Dawn Ramsey

- Attended the Herriman City Community Partners Luncheon.
- Attended the second to last Bees home game at Smith's Ballpark, in her official capacity.
- Last week, the American Metropolitan Planning Organization had their national conference here in Salt Lake with regional planning organizations. The largest regional planning organization in Utah is the Wasatch Regional Front Council. She chairs that council which represents about 80% - 85% of the state's population, and was asked to be on a panel for the opening session with other elected officials in the area.
- Last night she attended the Hispanic Heritage Congressional Recognition with Congressman Burgess Owens who recognized four South Jordan residents for their contributions.

F. Public Comment

Mayor Ramsey opened the public comment portion of the meeting.

Lisa Stowe (Resident) – I have two short term rentals on my street. Thank you for allowing me to sit in on your study meetings, it has been extremely educational and enlightening, and it has

been very hard to keep my mouth shut but I have done it so far; thank you for giving me this forum to speak. I also wanted to thank those of you who have been able to read the letter that I had provided previously, and am assuming you all have or will read that letter; I don't want to get into too much detail but wanted to share specifically some of things I have been able to observe in the study meeting and some of your proposals and some of my thoughts on that. I have heard a lot of things in the study meetings about regulating it, but I have not heard anything about benefits of having short-term rentals, other than perhaps residents might be annoyed and complain. Based on some of the statistics in the meeting, it seems to me that some of these people might not even be South Jordan City residents, and I would be less inclined to think their opinion would matter as much as those of us who actually live here. We talked a little bit about property rights and private property rights, I would personally argue that property owners don't have the right to operate residences as a business. I know that I have proposed in my letter and other places that it's perhaps a zoning violation, and I understand that probably from a regulatory perspective to enforce and manage that there may be challenges, so I know that might not be the angle we want to take, but I would still suggest that providing short-term housing to someone is a non-residential use because it is solely for business purposes. Just like I can't move out of my home and turn it into a restaurant, even if I had a business license because it's still a business, I think that's a similar argument for what they're doing as well. Again, I think the business license might be a good vehicle for that, but I think it's interesting to acknowledge it being a business, but it's not a home business because they don't live there. In talking about some of the solutions, I think I want to consider some of the outcomes we are looking for. I think if we are looking to limit complaints of residents in terms of people like me who live next to short-term rentals, certain regulatory actions could be taken, but I also think volume in and of itself is a concern and what it does to a community; being able to regulate the volume of them is also really important to me as well. If that is the case, I think some of what we would want to put into place might be those things that might dissuade someone from wanting to start, or maintain their short-term rental, that may make it a little bit harder to do so versus just trying to solve the concerns of the citizens that live next to it. In terms of the other solutions we talked about, people being nearby to come quickly, in my particular situation, the person that lives next door to me that maintains that home is less than five minutes away, but it doesn't arm me with a lot of ability. I can either try to talk to them, but why would they want to please me when they have someone who's going to be rating them on a website that's going to affect their bottom line, where they want to get five stars. I also don't like to call the police, assuming it's a citable offense, because I understand that's also a disruption to the police department if it's not a dangerous situation. It still doesn't allow me a lot of options.

G. Public Hearing Item

G.1. Ordinance 2024-21, Adopting an amended and updated Impact Fee for Transportation within the "Last Hold Out" properties; establishing certain policies related to Impact Fees for Transportation Facilities; establishing Service Area; and/or other related matters. *(By Director of Strategy & Budget, Don Tingey & LRB Vice President, Fred Philpot)*

Fred Philpot reviewed his prepared presentation (Attachment A) regarding the proposed amendment related to Transportation elements of the Impact Fees.

Mayor Ramsey opened the Public Hearing for comments.

John Gust (Business Representative) – I represent the South Jordan Commercial Development on 10600 South and Mountain View Corridor. We haven't formally named it yet, but we're close. We have been going over the fees with Don and our traffic engineer. We met yesterday and today, and there are some issues we still feel are open. The biggest issue is we have the retail component, the sit-down restaurant component, and we have the fast food/drive-thru/fast casual component. We don't have a problem with retail or sit-down restaurants basically, but the area that is really kind of troubling for us is the fast food or fast casual drive-thru. If I can just indulge you for a moment and go over the fees for retail on the Daybreak side, which is on the south side, and we are on the north side. We sold them the south side so they could be cohesive in what they wanted to do around the ballpark area. For retail their fees are around \$2000, they did put in the improvements out there obviously, but they still have a fee of \$2000 for retail. Sit-down is \$4569 and fast food is \$15,731 per thousand square feet. On our side, the fee is doubled where our retail is up to \$4780, the sit-down restaurant is \$11,125, and it's about a two to one difference in price. However, the fast food casual is \$38,000 per thousand square feet. The problem we have is that obviously we are competing technically, they have the south side and we have the north side, and we feel it puts us at somewhat of a disadvantage out there, how do we compete. In the ordinance that Don and those guys gave to us today there was a blended opportunity under the rules, and Josh can explain that better, but we talk about the blended rate and he can do a better job on that than I can. What I am asking is if we could maybe postpone making this decision for a couple of weeks, allowing us to work this through with the staff a little further and come back with a recommendation that we can all agree on, and I can brief Doug and all the other partners in our project a little bit more thoroughly than I have.

Josh Gibbons (Hales Engineering) – we worked with John to review the impact fees. I will say, before I go over a couple things, we reviewed how the impact fees were calculated, overall it looked like a great process. We worked with Fred on other projects and he does great work, so from that side of things it all looked good. What John is referring to tonight is more on the back end when the development is brought forth to calculate the impact fees, how it is calculated. As he mentioned, the fees have lowered, and are still at least double what Daybreak would be. It is less than South Jordan proper, but double the Daybreak area. What we have discussed a little bit is that you can look at individual retail land uses, general retail or fast food. Fast food generates much more traffic than a typical retail, so you can look at them individually, but based on the national standards you can also look at them as a collective retail development, which is what John is planning in that area, where it is a mix of retail, restaurants which can include fast food and other things like that. The standard that would be followed would be to look at the site as a whole and run it as a collective general retail shopping plaza or shopping center, those are the terms we use, and in the end it is more of a blended rate, where it is going to be slightly higher than your just retail land use, but lower than your fast food. What that allows you to do is to have it be more spread out amongst all the square footage, instead of fast food being so high; that is what John is talking about, the concern of fast food being high. From a traffic engineer's perspective, that would meet the standard procedures to look at the site as a whole, if that were possible on the back end, but obviously I understand that would be up to staff how that is calculated, potentially with a traffic study to back that up with the data to show that. That is the

information I wanted to share today, that the typical would be a blended rate, which in the end is actually how WCG ran the numbers in the first place, as a collective whole of square footage for retail and similar uses.

Mayor Ramsey closed the Public Hearing and turned to the council for comments or questions.

Council Member Zander asked Mr. Philpot about the quoted numbers being double and triple the Daybreak rates.

Mr. Philpot explained the difference between the Daybreak service area and South Jordan proper service area as having to do with the agreements made relative to Daybreak putting in infrastructure, which had a credit applied. The impact fee, while it might look disproportionate on the surface, actually has other mechanism used to pay for infrastructure that are not included in the Daybreak fees because they are fronting that cost. To keep that proportionate and fair, those agreement are considered. For other areas without that development agreement in place, the infrastructure is funded, in part, with the impact fee, which increases that allocation.

Council Member Zander asked Mr. Philpot if he feels, in his professional opinion, that the fees are balanced.

Mr. Philpot responded that yes, they are proportionate relative to the information.

Council Member Johnson noted Mr. Gust's comment on "blending," and asked if he is developing the whole development.

Mr. Philpot responded that he was not sure on the specifics to the development itself, but all impact fees, including the city's impact fees ordinance, allows for consideration for different land use types. They provide a schedule with standard uses, relative to the cost per trip and application at cost per trip, but there is also a nonstandard formula that can be utilized for a developer to come in and say they feel differently about what the schedule shows and present data to support their feelings. The city is obligated to review that information. They are not required to take action, but the city is obligated to review that information and have that dialogue with the developer. If they come to consensus that there is a need to asses an alternative fee, then the city can do that; that often happens with communities, but it is conditional upon the developer providing that information to the city for reconsideration. It is also part of the ordinance that a developer can come in and offer to do some of the improvements themselves in lieu of impact fees. In this case that doesn't necessarily apply because it's all a buy-in for infrastructure that is already constructed. For this specific service area, there is no additional infrastructure assessed, which is why you see the impact fee for this service area is actually lower than the South Jordan proper service area recently adopted.

Council Member Zander noted that Mr. Gust discussed their property being split and sold partially to Daybreak, with the southern piece being adopted into the Daybreak service area.

Mr. Philpot responded that he wasn't sure if that would remove them from the service area. As defined in the 2024 Transportation Impact Fees, there is a delineation for the Daybreak service

area, the South Jordan proper service area, and the Rio Tinto service area. These areas were specifically pulled out during the last hold-out analysis and addressed separately, not included in the Daybreak or South Jordan proper service area.

Council Member Harris acknowledged Mr. Gust's request to delay voting for this tonight, but based on the discussion it sounds like there is already a solution for that, allowing him to address the city directly if he feels there is an alternative way to calculate his fees.

Mr. Philpot agreed and reiterated that there is a process in the current ordinance to allow for alternative consideration.

Manager Lewis stated that there has been a lot of time spent working on this, and he feels the city is good to move forward with it as presented.

Council Member McGuire motioned to approve Ordinance 2024-21, Adopting an amended and updated Impact Fee for Transportation within the "Last Hold Out" properties. Council Member Zander seconded the motion.

Roll Call Vote

Yes – Council Member McGuire

Yes – Council Member Zander

Yes – Council Member Harris

Yes – Council Member Johnson

Absent – Council Member Shelton

Motion passes 4-0, vote in favor; Council Member Shelton was absent from the vote.

H. Staff Reports and Calendaring Items

Director of Engineering Brad Klavano gave a quick update on 9800 South and Bangerter. A few weeks ago, UDOT informed the city they would not close the east/west until the first of December; they are behind getting the future on and off ramps completed. Regarding the pedestrian bridge, we should start to see components coming in over the next month or so, being installed as they come in, with their commitment to have it done by Thanksgiving with it being open after Thanksgiving break. UDOT is still working with the school district on bussing and paying for hazardous bussing at the moment.

Council Member Zander motioned to adjourn the October 1, 2024 City Council Meeting. Council Member Johnson seconded the motion; vote was 4-0, unanimous in favor. Council Member Shelton was absent from the vote.

ADJOURNMENT

The October 1, 2024 City Council Meeting adjourned at 7:18 p.m.

SOUTH JORDAN CITY CITY COUNCIL REPORT

Item G.1.

Meeting Date: 10-15-24

Issue: DAYBREAK URBAN CENTER WATERLINE EASEMENT AND FIRE ACCESS
EASEMENT VACATION

Address: Approx. 5440 W. Center Field Drive

File No: PLPLA202400165

Applicant: Perigee Consultants

Submitted by: Greg Schindler, City Planner

Presented by: Steven Schaefermeyer, Director of Planning

Staff Recommendation (Motion Ready):

- I move to **Approve** Ordinance 2024-22 vacating a South Jordan City waterline easement and fire access easement located on properties located at near 5440 W Center Field Drive.

CURRENT USE

The property is currently vacant.

FUTURE USE

North – Future Daybreak Development (Residential)

South – Future Daybreak Development (Residential)

BACKGROUND:

The applicant, Perigee Consultants, on behalf of property owner LHM Real Estate, has petitioned the City to vacate a South Jordan City waterline easement located on lots C-108 through C-113 of the Daybreak Urban Center Plat 1 subdivision. Also included in the petition is a proposal to vacate a South Jordan City fire access easement located on lots C-109 through C-111 and lot C-113 of the Daybreak Urban Center Plat 1 subdivision. These lots include the baseball stadium and adjacent development. Both easements will be relocated in very close proximity to the existing easements.

STAFF FINDINGS, CONCLUSIONS & RECOMMENDATION:

Findings:

- Utah Code § 10-9a-609.5(3) provides standards of approval for vacating a public easement:
The legislative body may adopt an ordinance granting a petition to vacate some or all of a public street, right-of-way, or easement if the legislative body finds that:
 - (a) good cause exists for the vacation; and
 - (b) neither the public interest nor any person will be materially injured by the vacation.
- Staff finds that there is good cause for vacating the right-of-way for the following reasons:
 - The location of the new waterline easement will match the location of the actual water line.
 - Changes in the development layout have necessitated a change in the fire access path and thus changes to the easement as well.
 - No public interest or any person will be materially injured by the vacation of these easements since replacement easements will be recorded at the same time as Ordinance 2024-22 if approved.

Conclusion:

- The proposed vacation of the waterline and fire access easements meets the requirements of Utah Code.

Recommendation:

- Based on the Findings and Conclusions listed above, Staff recommends that the City Council take comments at the public hearing and **approve** the petition to vacate, unless, during the hearing, facts are presented that contradict these findings or new facts are presented, either of which would warrant further investigation by Staff.

FISCAL IMPACT:

- There are no significant fiscal impacts.

ALTERNATIVES:

- Approve an amended Application.
- Deny the Application.
- Schedule the Application for a decision at some future date.

SUPPORT MATERIALS:

- Aerial Location Map
- Before & After Easement Exhibits
- Ordinance 2024-22

Approved by:

Steven Schaefermeyer
Steven Schaefermeyer (Oct 10, 2024 09:04 MDT)

Steven Schaefermeyer.
 Director of Planning

October 10, 2024

Date

WHEN RECORDED RETURN TO:

CITY OF SOUTH JORDAN
ATTN: PLANNING DEPARTMENT
1600 W TOWNE CENTER DRIVE
SOUTH JORDAN, UT 84095

ORDINANCE 2024-22

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, VACATING A MUNICIPAL WATERLINE EASEMENT LOCATED ON LOTS C-108 THROUGH C-113 OF THE DAYBREAK URBAN CENTER PLAT 1 SUBDIVISION AND VACATING A FIRE ACCESS EASEMENT ON LOTS C-109, C-110, C-111 AND C-113

WHEREAS, Utah Code §§ 10-9a-608, 609, and 609.5 require that any vacation of some or all of a public street, right-of-way, or easement, including those recorded by subdivision plat, within the City of South Jordan (the “City”) may only be approved by the City Council of the City of South Jordan (the “City Council”); and

WHEREAS, Larry H. Miller Real Estate LLC (the “Applicant”), petitioned the City to vacate a Municipal Waterline Easement within Lots C-108 through C-113 and vacate a Fire Access Easement within Lots C-109, C-110, C-111 and C-113 of the Daybreak Urban Center Plat 1 subdivision. (25,245 Sq. Ft. – 0.580 Ac.); and

WHEREAS, the City Council held a public hearing to consider Applicant’s petition to vacate the Municipal Waterline Easement and Fire Access Easement; and

WHEREAS, pursuant to Utah Code § 10-9a-609.5(3), the City Council finds that there is good cause to vacate the Municipal Waterline Easement and Fire Access Easement and that neither the public interest nor any person will be materially injured by vacating said Easements.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH:

SECTION 1. Grant of Petition to Vacate. The City Council hereby adopts this ordinance granting the Applicant’s petition to vacate a Municipal Waterline Easement and a Fire Access Easement as depicted in the attached **Exhibit A**.

SECTION 2. 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, provisions and words of this Ordinance shall be severable.

SECTION 3. Effective Date. This Ordinance shall become effective upon its recordation.

[SIGNATURE PAGE FOLLOWS]

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, ON THIS _____ DAY OF _____, 2024 BY THE FOLLOWING VOTE:

	YES	NO	ABSTAIN	ABSENT
Patrick Harris	_____	_____	_____	_____
Kathie Johnson	_____	_____	_____	_____
Donald Shelton	_____	_____	_____	_____
Tamara Zander	_____	_____	_____	_____
Jason McGuire	_____	_____	_____	_____

Mayor: _____
Dawn R. Ramsey

Attest: _____

Approved as to form:

Gregory Simonsen
Gregory Simonsen (Oct 10, 2024 09:08 MDT)

Office of the City Attorney

Exhibit A

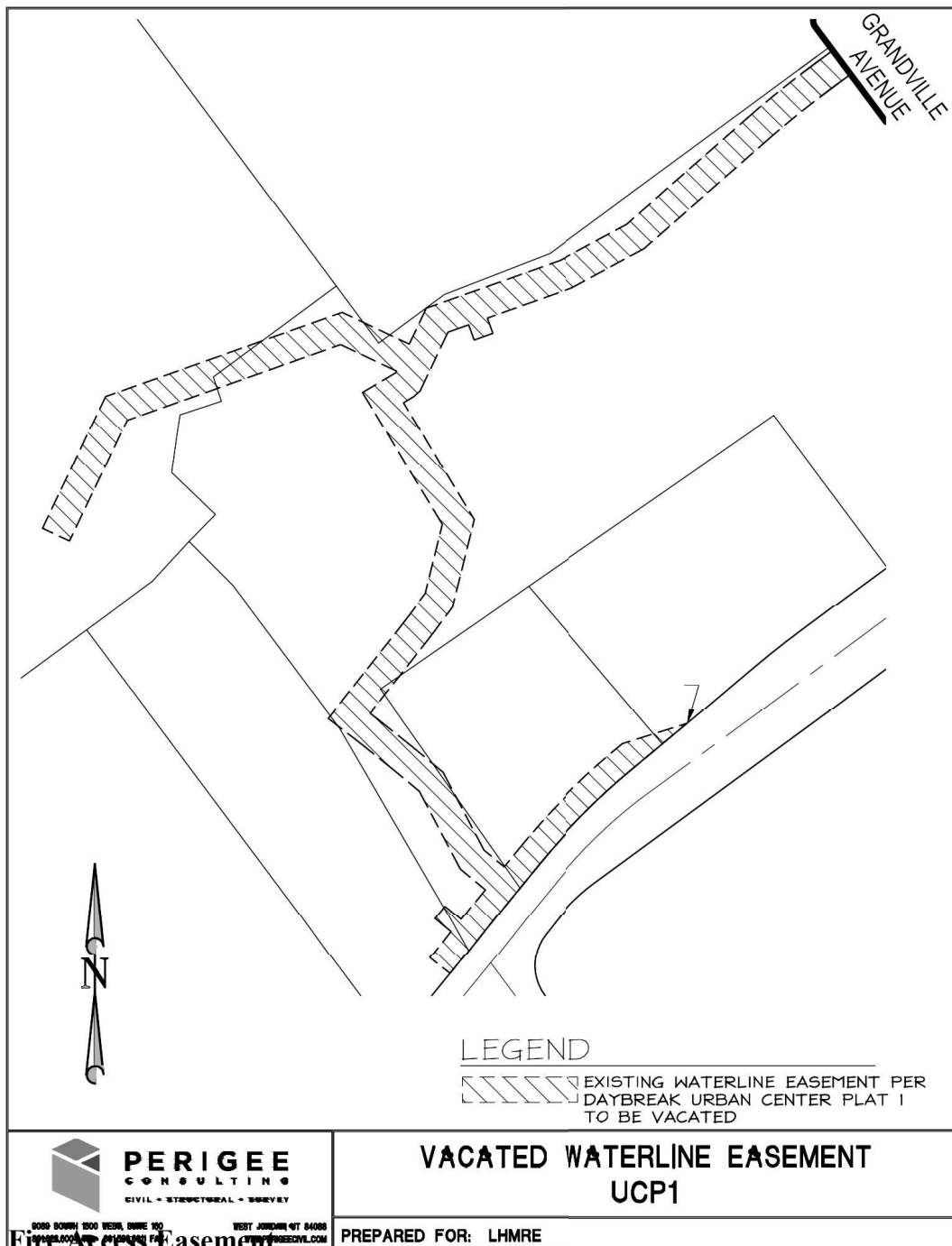
Vacated Waterline Easement

Vacating a waterline easement as shown on the Daybreak Urban Center Plat 1 subdivision, recorded as Entry No. 14214053, in Book 2024P at Page 058 in the office of the Salt Lake County Recorder, said easement more particularly described as follows:

Beginning at a point that lies South 89°55'30" East 1212.234 feet along the Daybreak Baseline Southeast (Basis of bearings is South 89°55'30" East 10641.888' between Southwest Corner of Section 24, T3S, R2W and the Southeast Corner of Section 19, T3S, R1W) and North 4362.472 feet from the Southwest Corner of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence South 49°54'53" West 36.837 feet to a point on a 350.500 foot radius tangent curve to the left, (radius bears South 40°05'07" East, Chord: South 44°27'08" West 66.729 feet); thence along the arc of said curve 66.830 feet through a central angle of 10°55'29"; thence South 38°59'24" West 71.252 feet; thence North 51°34'07" West 13.001 feet; thence North 38°59'24" East 17.052 feet; thence North 50°56'48" West 10.455 feet; thence North 39°03'12" East 8.000 feet; thence South 50°56'48" East 10.446 feet; thence North 38°59'24" East 19.388 feet; thence North 50°05'50" West 16.459 feet; thence North 27°35'50" West 44.366 feet; thence North 50°05'50" West 17.924 feet; thence North 51°05'50" West 19.825 feet; thence North 52°05'50" West 20.966 feet; thence North 37°54'10" East 60.488 feet to a point on a 245.000 foot radius tangent curve to the left, (radius bears North 52°05'50" West, Chord: North 37°07'29" East 6.655 feet); thence along the arc of said curve 6.655 feet through a central angle of 01°33'23"; thence North 36°20'47" East 12.580 feet; thence North 13°50'47" East 36.062 feet; thence North 30°54'13" West 78.064 feet; thence North 59°05'47" East 19.415 feet; thence North 25°20'47" East 0.957 feet; thence North 64°39'13" West 31.094 feet; thence South 70°20'47" West 113.699 feet; thence South 25°20'47" West 67.839 feet; thence North 64°39'13" West 15.000 feet; thence North 25°20'47" East 74.053 feet; thence North 70°20'47" East 126.126 feet; thence South 64°39'13" East 37.308 feet; thence North 25°20'47" East 19.994 feet; thence North 70°20'47" East 71.594 feet; thence North 61°27'05" East 38.754 feet; thence North 48°28'50" East 80.374 feet to a point on a 510.000 foot radius tangent curve to the right, (radius bears South 41°31'10" East, Chord: North 50°57'58" East 44.233 feet); thence along the arc of said curve 44.247 feet through a central angle of 04°58'15"; thence North 53°27'06" East 10.861 feet; thence South 36°32'54" East 15.000 feet; thence South 53°27'06" West 10.861 feet to a point on a 495.000 foot radius tangent curve to the left, (radius bears South 36°32'54" East, Chord: South 50°57'58" West 42.932 feet); thence along the arc of said curve 42.946 feet through a central angle of 04°58'15"; thence South 48°28'50" West 82.079 feet; thence South 61°27'05" West 41.626 feet; thence South 70°20'47" West 45.530 feet; thence South 19°39'13" East 8.160 feet; thence South 70°20'47" West 10.000 feet; thence North 19°39'13" West 8.160 feet; thence South 70°20'47" West 11.018 feet; thence South 25°20'47" West 32.765 feet; thence South 47°50'47" West 4.337 feet; thence South 59°05'47" West 5.977 feet; thence South 30°54'13" East 69.239 feet; thence South 13°50'47" West 45.221 feet; thence South 36°20'47" West 15.564 feet to a point on a 260.000 foot radius tangent curve to the right, (radius bears North 53°39'13" West, Chord: South 37°07'29" West 7.062 feet); thence along the arc of said curve 7.062 feet through a central angle of 01°33'23"; thence South 37°54'10" West 45.488 feet; thence South

52°05'50" East 6.097 feet; thence South 51°05'50" East 20.087 feet; thence South 50°05'50" East 21.038 feet; thence South 27°35'50" East 44.366 feet; thence South 50°05'50" East 13.237 feet; thence North 38°59'24" East 11.937 feet to a point on a 363.500 foot radius tangent curve to the right, (radius bears South 51°00'36" East, Chord: North 44°53'24" East 74.732 feet); thence along the arc of said curve 74.864 feet through a central angle of 11°48'01"; thence North 72°24'53" East 33.860 feet to the point of beginning.

Property contains 0.334 acres, 14546 square feet.

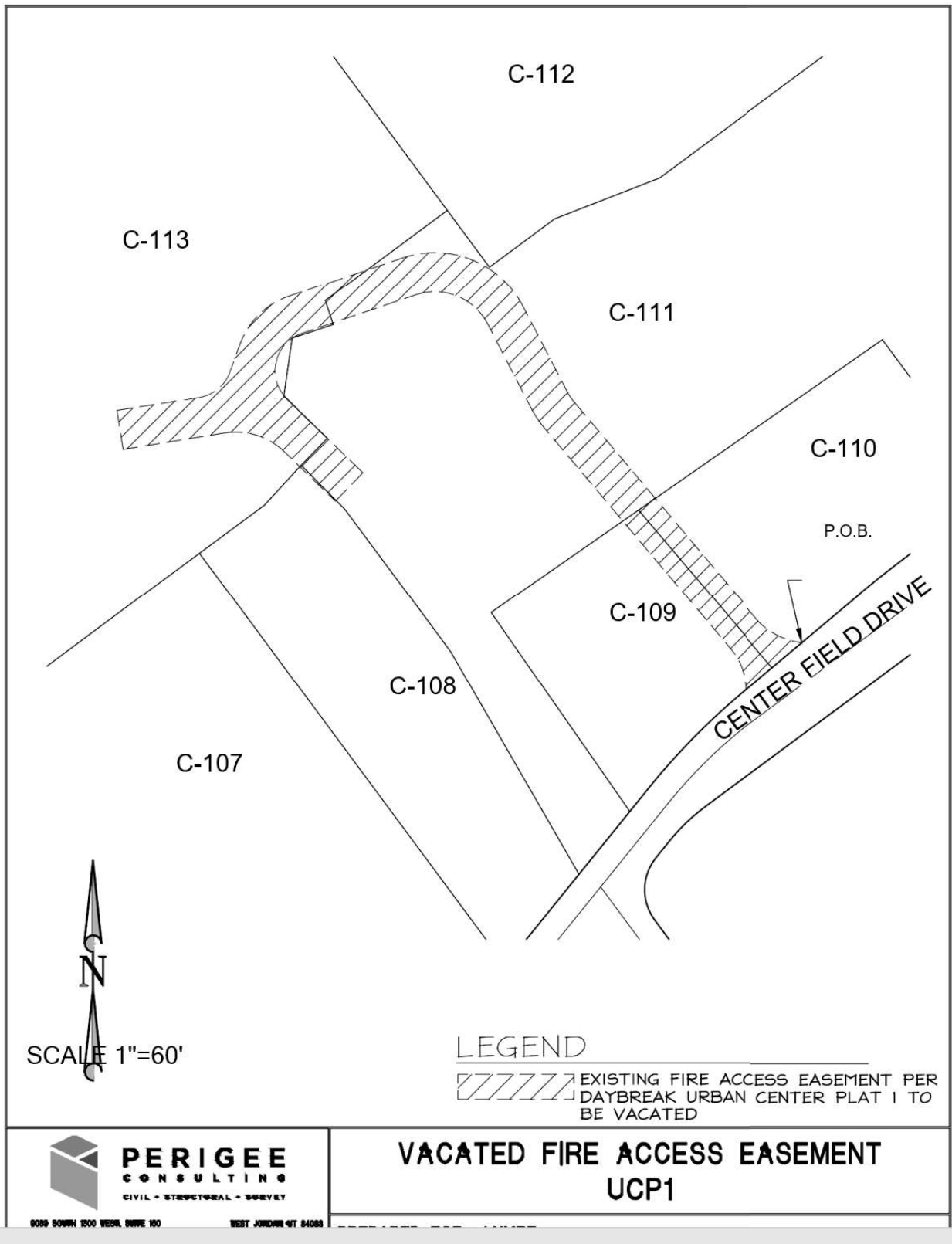


Vacated Fire Access Easement

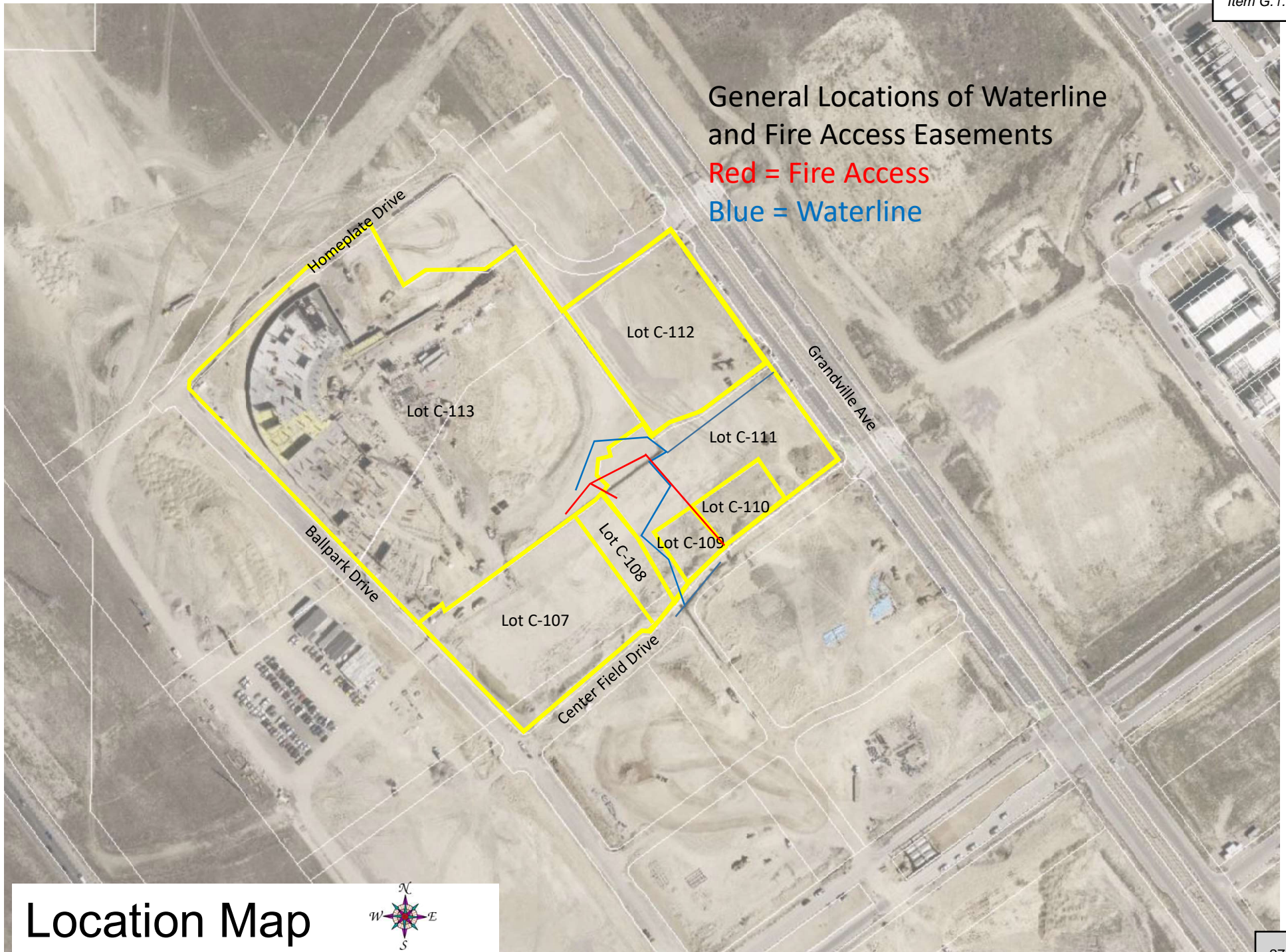
Vacating a Fire Access easement as shown on the Daybreak Urban Center Plat 1 subdivision, recorded as Entry No. 14214053, in Book 2024P at Page 058 in the office of the Salt Lake County Recorder, said easement more particularly described as follows:

Beginning at a point that lies South 89°55'30" East 1215.029 feet along the Daybreak Baseline Southeast (Basis of bearings is South 89°55'30" East 10641.888' between Southwest Corner of Section 24, T3S, R2W and the Southeast Corner of Section 19, T3S, R1W) and North 4364.828 feet from the Southwest Corner of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence South 49°54'53" West 37.401 feet to a point on a 30.526 foot radius non tangent curve to the left, (radius bears North 88°57'52" West, Chord: North 20°35'49" West 22.507 feet); thence along the arc of said curve 23.050 feet through a central angle of 43°15'54"; thence North 40°06'14" West 146.330 feet to a point on a 50.000 foot radius non tangent curve to the right, (radius bears North 49°52'40" East, Chord: North 33°42'30" West 11.171 feet); thence along the arc of said curve 11.194 feet through a central angle of 12°49'39"; thence North 27°17'40" West 48.668 feet to a point on a 30.000 foot radius tangent curve to the left, (radius bears South 62°42'20" West, Chord: North 68°01'36" West 39.151 feet); thence along the arc of said curve 42.655 feet through a central angle of 81°27'51"; thence South 71°14'28" West 60.861 feet to a point on a 20.000 foot radius tangent curve to the left, (radius bears South 18°45'32" East, Chord: South 45°52'40" West 17.134 feet); thence along the arc of said curve 17.707 feet through a central angle of 50°43'35" to a point of compound curvature with a 19.690 foot radius non tangent curve to the left, (radius bears South 68°22'19" East, Chord: South 09°05'32" East 20.117 feet); thence along the arc of said curve 21.114 feet through a central angle of 61°26'26"; thence South 45°53'51" East 55.729 feet; thence South 44°06'10" West 20.000 feet; thence North 45°53'52" West 36.104 feet to a point on a 35.000 foot radius tangent curve to the left, (radius bears South 44°06'08" West, Chord: North 72°33'25" West 31.408 feet); thence along the arc of said curve 32.570 feet through a central angle of 53°19'07"; thence South 80°47'01" West 52.161 feet; thence North 08°59'13" West 20.000 feet; thence North 81°00'47" East 41.863 feet to a point on a 20.000 foot radius tangent curve to the left, (radius bears North 08°59'13" West, Chord: North 50°45'50" East 20.150 feet); thence along the arc of said curve 21.118 feet through a central angle of 60°29'54"; thence North 20°30'53" East 15.794 feet to a point on a 40.000 foot radius tangent curve to the right, (radius bears South 69°29'07" East, Chord: North 45°52'40" East 34.268 feet); thence along the arc of said curve 35.414 feet through a central angle of 50°43'35"; thence North 71°14'28" East 60.861 feet to a point on a 50.000 foot radius tangent curve to the right, (radius bears South 18°45'32" East, Chord: South 68°01'36" East 65.252 feet); thence along the arc of said curve 71.091 feet through a central angle of 81°27'51"; thence South 27°17'40" East 48.668 feet to a point on a 30.000 foot radius tangent curve to the left, (radius bears North 62°42'20" East, Chord: South 33°41'24" East 6.683 feet); thence along the arc of said curve 6.697 feet through a central angle of 12°47'27"; thence South 40°05'07" East 144.993 feet to a point on a 36.378 foot radius non tangent curve to the left, (radius bears North 45°59'20" East, Chord: South 63°50'14" East 24.677 feet); thence along the arc of said curve 25.176 feet through a central angle of 39°39'08" to the point of beginning.

Property contains 0.246 acres, 10699 square feet.

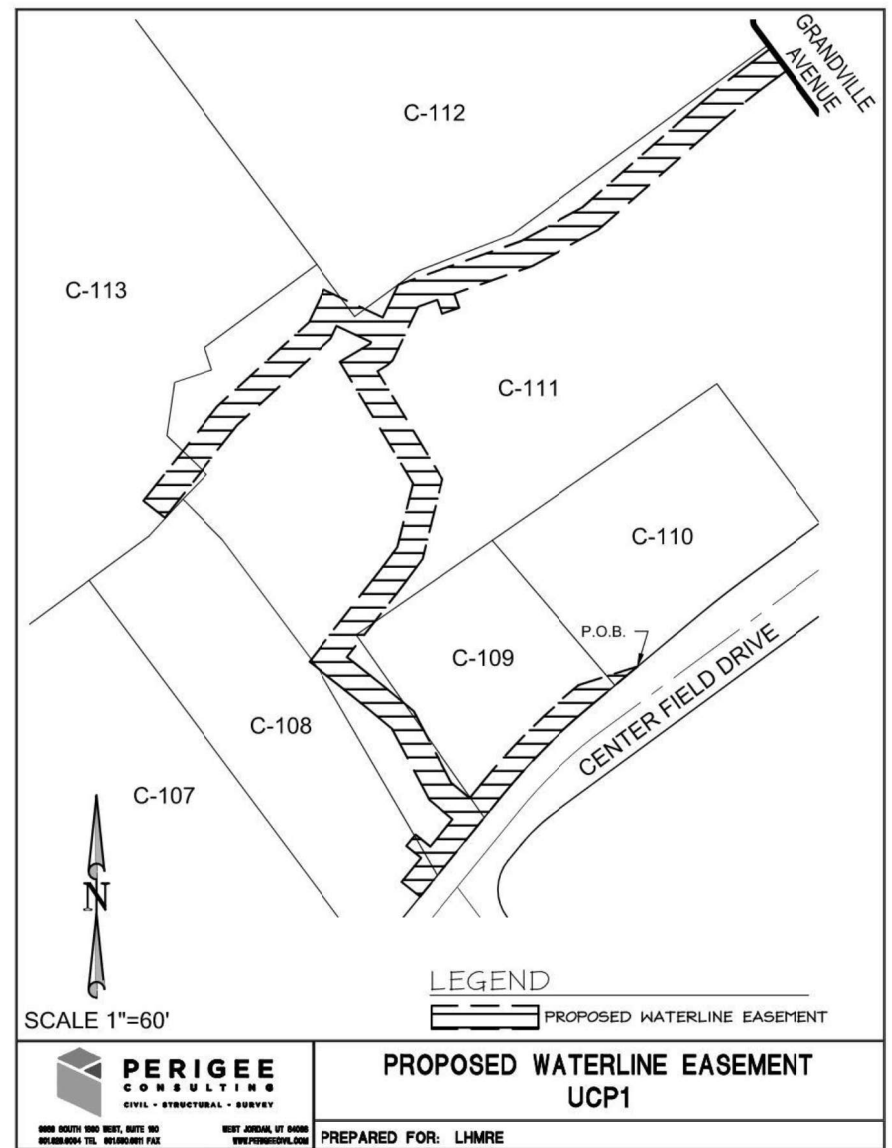
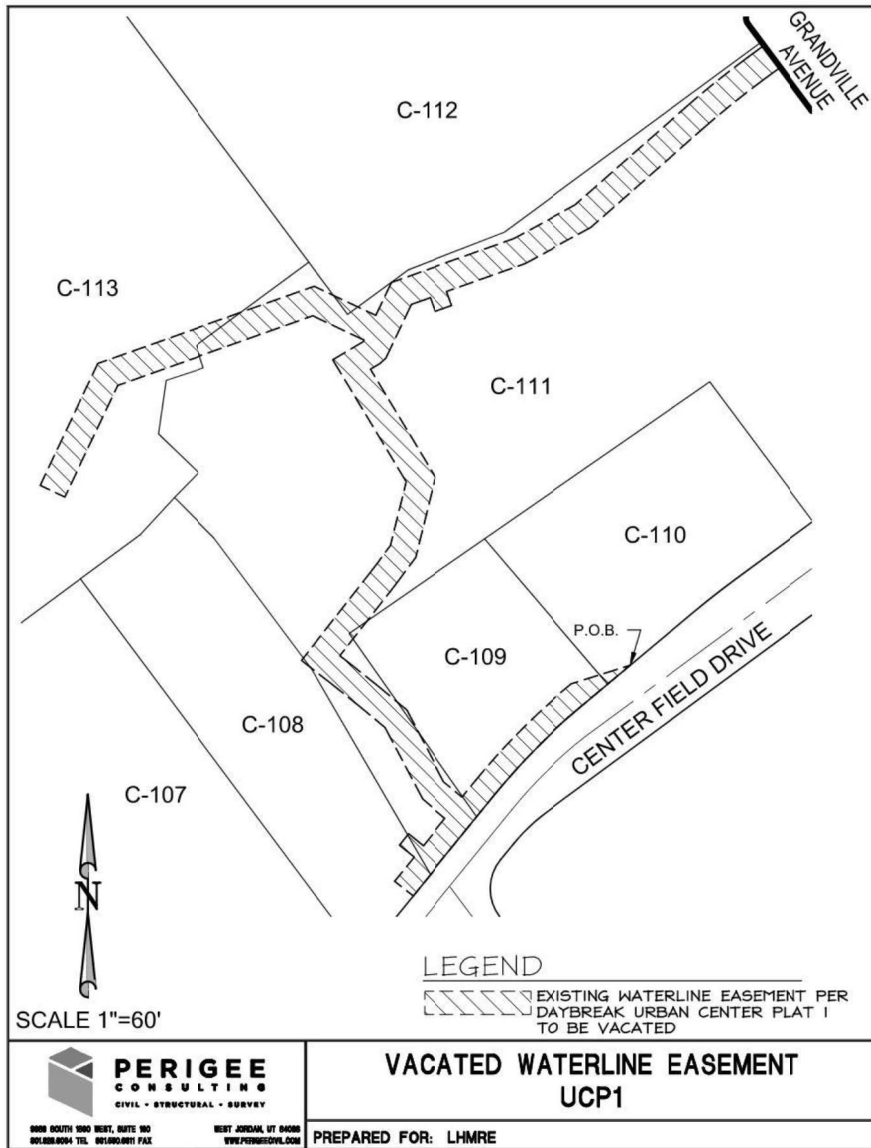


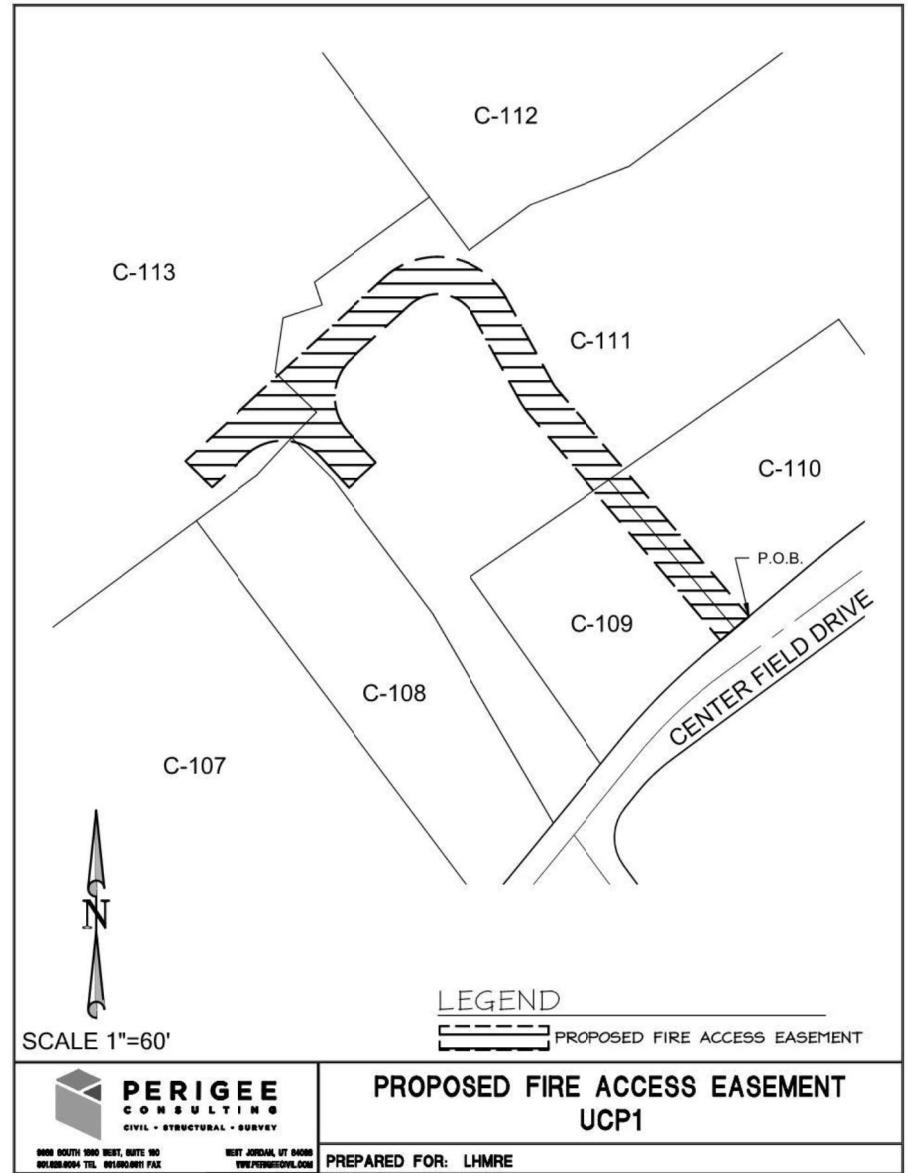
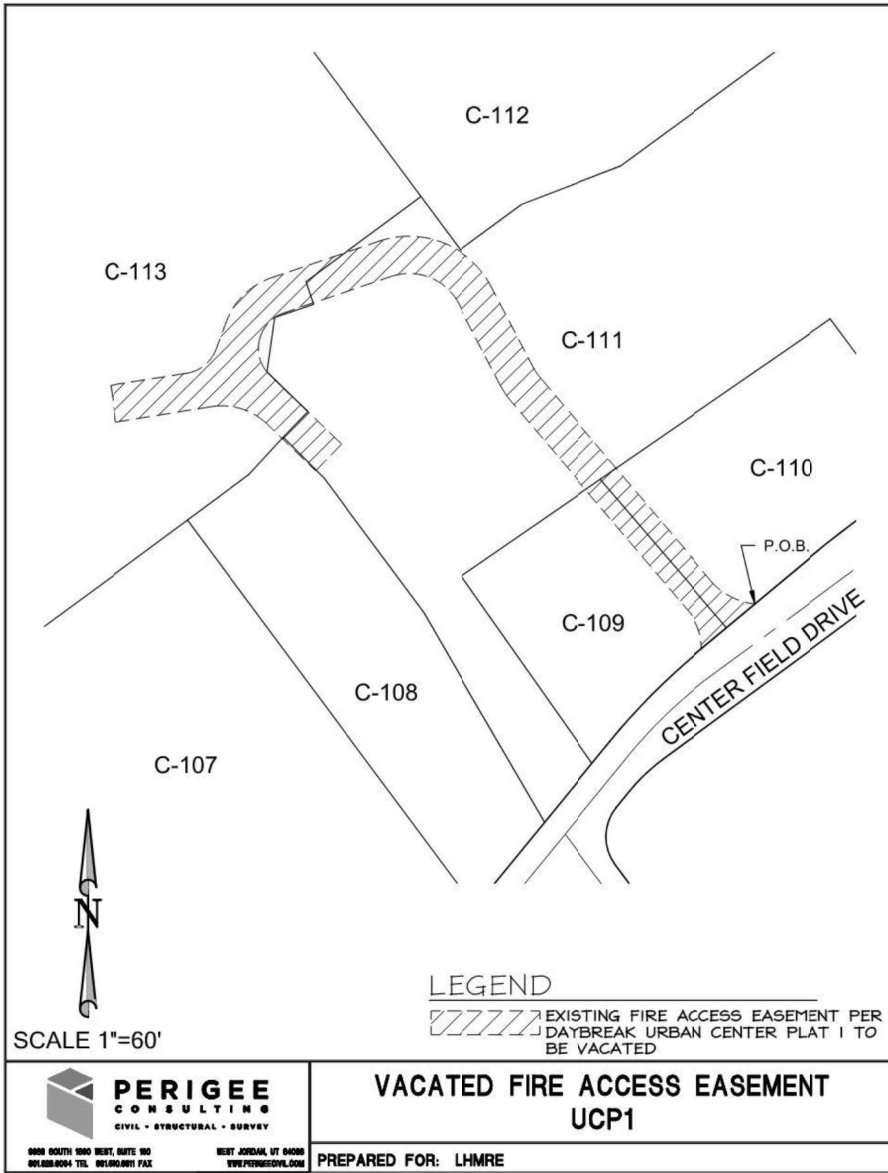
General Locations of Waterline
and Fire Access Easements
Red = Fire Access
Blue = Waterline



Location Map







SOUTH JORDAN CITY CITY COUNCIL REPORT

Meeting Date: 10/15/2024

Issue: WHEADON ACRES LOTS 14 & 15A FLAG LOT OVERLAY REZONE
Rezone from Single-Family Residential (R-1.8) to Single-Family Residential (R-1.8) with the Flag Lot Overlay Zone

Address: 10537 S 3010 W and 10555 S 3010 W South Jordan, UT 84095

File No: PLZBA202400056

Applicant: GORDON MILAR CONSTRUCTION LLC

Submitted by: Miguel Aguilera, Planner I
Shane Greenwood, Supervising Senior Engineer

Staff Recommendation (Motion Ready): I move that the City Council **approve** the following:

- Resolution R2024-42 approving the Wheadon Acres Subdivision Amendment Flag Lot Overlay Development Agreement.
- Ordinance No. 2024-08-Z approving the zone change from Single-Family Residential (R-1.8) to Single-Family Residential (R-1.8) with the Flag Lot Overlay Zone for lots 14 & 15A of the Wheadon Acres Subdivision.

ACREAGE:	Approximately 1.9 acres
CURRENT ZONE:	Single-Family Residential (R-1.8)
CURRENT USE:	Single Family Homes
FUTURE LAND USE PLAN:	Stable Neighborhood
NEIGHBORING ZONES/USES:	North – R-1.8/Single-family residential
	South – R-1.8/ Single-family residential
	West – R-1.8/Single-family residential
	East – R-1.8/ Single-family residential

STANDARD OF APPROVAL

1. REZONE:

The rezoning of property may not be considered if the proposed zoning does not conform to the general plan. The following guidelines shall be considered in the rezoning of parcels:

- A. The parcel to be rezoned meets the minimum area requirements of the proposed zone or if the parcel, when rezoned, will contribute to a zone area which meets the minimum area requirements of the zone.
- B. The parcel to be rezoned can accommodate the requirements of the proposed zone.
- C. The rezoning will not impair the development potential of the parcel or neighboring properties.

(City Code § 17.22.020)

2. FLAG LOT OVERLAY:

- A. Concept: Applicants are encouraged to submit a concept plan and work with staff prior to application to understand the surrounding area, the goals and policies of the City's General Plan, and to ensure the minimum requirements of the FL can be met.
- B. Rezone: An FL shall only be established upon approval by the City Council as a rezone according to the provisions of Chapter 17.22, "Zoning Amendments", of this Title and as may be required elsewhere in this Title. City Council rezone approval of the FL shall be by development agreement.
- C. Concurrent Preliminary Subdivision (Optional): At the applicant's option and with the approval of the Planning Director, the applicant may submit a preliminary subdivision application to be processed concurrently with an FL rezone. In the case of concurrent applications, Planning Commission approval of a concurrent preliminary subdivision shall be contingent on the City Council's approval of the FL rezone.

(City Code § 17.130.060.020)

BACKGROUND:

The applicant is requesting a Flag Lot Overlay rezone for two properties located at 10537 S 3010 W and 10555 S 3010 W. This rezone request *will not* change the property's base zone (Residential R-1.8 Zone), and the lots in the development will comply with the requirements of that zone, including lot size and density. The City Council adopted this overlay zone in 2020 based on a desire to allow flag lots in limited circumstances, where such development may be reasonable and appropriate. Although this Application is not the only flag lot overlay rezone application, it is the first being presented to the Planning Commission and City Council.

In conjunction with this rezone Application, the applicant also filed a subdivision amendment application to subdivide the properties into four lots, two of which will be flag lots. City Code defines flag lots as “[a] lot having a larger area or ‘body’ at the rear (resembling a flag or pan) and which is connected to the street by a narrower portion (resembling a flagpole or handle) which does not meet the lot width or frontage requirements of the zone.” (City Code § 16.04.160.)

The lots in question do not meet the flag lot requirements found in City Code § 16.04.160. The Flag Lot Overlay Zone provides another way the property owner can divide the lots. Both existing lots 14 and 15A have a frontage of approximately 140 feet, exceeding the 125-foot minimum requirement for the overlay zone. The development agreement associated with this Application requires all lots in the amended subdivision to comply with the standards of the Residential R-1.8 Zone and according to the concept plan, with some adjustments to fencing requirements and animal rights.

STAFF FINDINGS, CONCLUSIONS & RECOMMENDATION:

Findings:

- A development agreement is required by the Flag Lot Overlay Zone code. The following are key provisions of the agreement that provide some predictability for how the lots will develop:
 1. All lots created in the rezone and subdivision amendment applications will remain single family residential.
 2. There is an alteration to the fencing requirement, which stipulates that masonry fencing will not be required to be erected between any of the properties within the amended subdivision and in turn, farm animal rights on the subject properties will be restricted.
 3. The placement of the homes in the concept plan shows that they will meet the required setbacks for front, side, and rear yards.
- The Application meets the City Code rezone standards of approval for the R-1.8 and the Flag Lot Overlay Zones.
- This rezone Application will not change the underlying R-1.8 zone.
- This rezone Application will allow the applicant to subdivide the two existing lots and create two flag lots using the Flag Lot Overlay Zone. This is an appropriate use of this code as the subject properties meet the standards established by the Flag Lot Overlay Zone code.
- The Planning Commission reviewed this application on September 24, 2024 and recommended the City Council approve the rezone.

Conclusion:

Based on the findings, the Application, if approved, will be consistent with the goals and policies of the General Plan and the City's Strategic Priorities, and as such, should be approved.

Recommendation:

Based on the findings and conclusion listed above, Staff recommends that the City Council take comments at the public hearing and **approve** the Application, unless, during the hearing, facts are presented that contradict these findings or new facts are presented, either of which would warrant further investigation by Staff.

ALTERNATIVES:

- Approval of an amended Application.
- Denial of the application.
- Schedule the application for a decision at some future date.

SUPPORT MATERIALS:

- | | |
|---|---|
| <ul style="list-style-type: none"> • Aerial Map • Zoning Map • Concept Plan • Development Agreement • Justification Letter | <ul style="list-style-type: none"> • Ordinance No. 2024-08-Z • Exhibit A – Proposed concept • Resolution R2024-42 • Exhibit 1 - Agreement |
|---|---|

Approved by:

Miguel Aguilera
Miguel Aguilera (Oct 10, 2024 10:39 MDT)

Miguel Aguilera

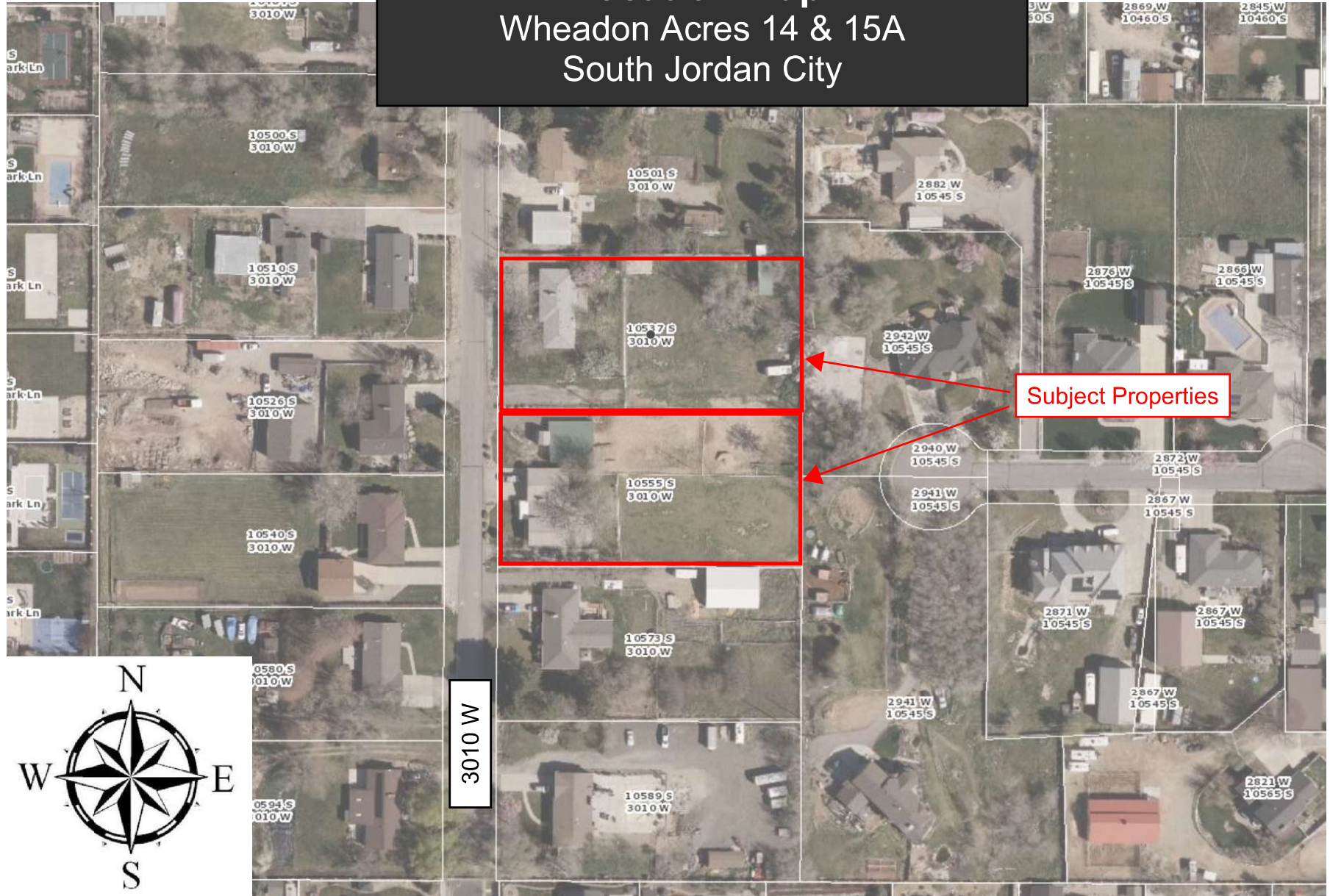
Planner I, Planning Department

Steven Schaefermeyer

Planning Director

Location Map

Wheadon Acres 14 & 15A
South Jordan City



Zoning Map

Wheadon Acres 14 & 15A

South Jordan City

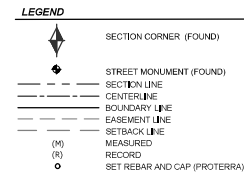




VICINITY MAP N.T.S.

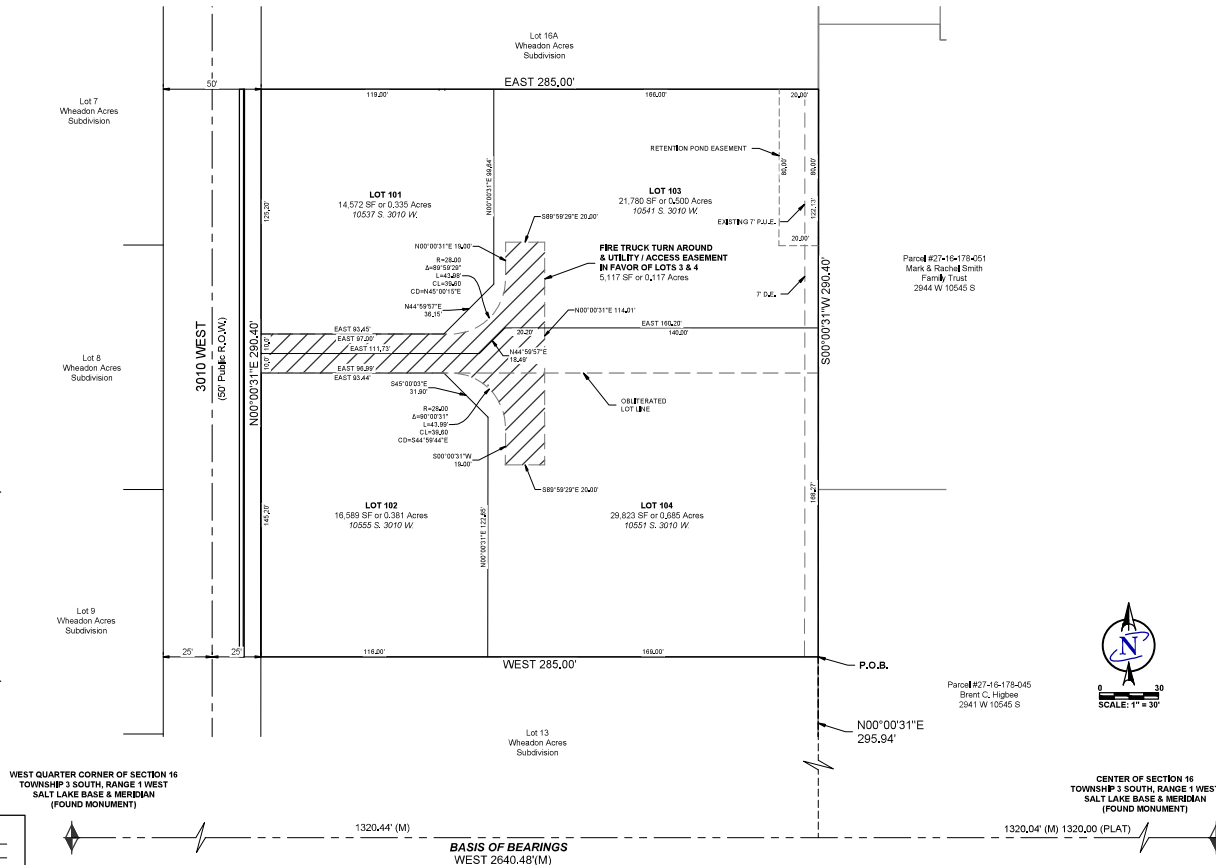
WHEADON ACRES LOTS 14 & 15A AMENDED FINAL PLAT

LOCATED IN THE NORTHWEST QUARTER OF
SECTION 16, TOWNSHIP 3 SOUTH, RANGE 1 WEST,
SALT LAKE BASE & MERIDIAN,
SOUTH JORDAN, UTAH



GENERAL NOTES:

- THIS PLAT IS SUBJECT TO A DEVELOPMENT AGREEMENT WITH SOUTH JORDAN CITY.



SURVEYOR'S CERTIFICATE:

I, JARED ASHTON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR HOLDING LICENSE NO. 12411560 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-2-5(1), AND HAVE SUBMITTED SAID SURVEY OF LAND INTO LOTS HEREINAFTER KNOWN AS:

WHEADON ACRES LOTS 14 & 15A AMENDED

AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAT.



JARED ASHTON
UTAH PROFESSIONAL LAND SURVEYOR
LICENSE NO. 12411560

PROPERTY DESCRIPTION DESCRIPTION:

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SALT LAKE COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WEST 1320.04 FEET AND NORTH 00°00'31" EAST 295.94 FEET FROM THE CENTER OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING THE SOUTHEAST CORNER OF LOT 14, WHEADON ACRES SUBDIVISION, ON RECORD AT THE SALT LAKE COUNTY RECORDERS OFFICE AS ENTRY #2317193, THENCE ALONG THE SOUTH LOT LINE OF SAID LOT 14, WEST 285.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 14, SAID POINT ALSO BEING ON THE EAST LINE OF WAY NORTH 00°00'31" EAST 295.94 FEET TO THE NORTHWEST CORNER OF LOT 15A OF SAID WHEADON ACRES SUBDIVISION; THENCE ALONG THE NORTH LINE OF SAID LOT 15A EAST 285.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 15A, THENCE ALONG THE EAST LINE OF SAID LOTS 14 & 15A SOUTH 00°00'31" WEST 280.40 FEET TO THE POINT OF BEGINNING.

CONTAINS 52,764 SF OR 1.90 ACRES MORE OR LESS

OWNER'S DEDICATION AND CONSENT TO RECORD:

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED ARE THE OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND, AND HEREBY CAUSE THE SAME TO BE DIVIDED INTO LOTS, TOGETHER WITH EASEMENTS AS SET FORTH TO BE HEREINAFTER KNOWN AS:

WHEADON ACRES LOT 14 & 15A AMENDED

AND DO HEREBY CONVEY TO ANY AND ALL PUBLIC UTILITY COMPANIES A PERPETUAL, NON-EXCLUSIVE EASEMENT OVER THE PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF UTILITY LINES AND FACILITIES, THE UNDERSIGNED OWNERS ALSO HEREBY CONVEY ANY OTHER EASEMENTS AS SHOWN ON THIS PLAT TO THE PARTIES INDICATED AND FOR THE PURPOSES SHOWN HEREON.

IN WITNESS WHEREOF, WE HAVE HERETO SET OUR HANDS THIS ____ DAY OF ____ 20__

OWNER

OWNER'S ACKNOWLEDGEMENT:

STATE OF _____)
COUNTY OF _____)

ON THE ____ DAY OF ____ 20__, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF _____, IN THE STATE OF _____, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE/SHE IS THE _____ SIGNED THE FOREGOING OWNER'S DEDICATION WHO DULY ACKNOWLEDGED BEFORE ME THAT HE/SHE DID EXECUTE THE SAME FREELY AND VOLUNTARILY AND FOR THE PURPOSES SHOWN HEREON.

MY COMMISSION EXPIRES _____ A NOTARY PUBLIC COMMISSION IN THE STATE OF _____ COUNTY

MY COMMISSION NO. _____ PRINTED FULL NAME OF NOTARY

WHEADON ACRES LOTS 14 & 15A AMENDED

SITUATED IN THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SOUTH JORDAN CITY, SALT LAKE COUNTY, UTAH

OWNER / DEVELOPER
DANIEL MURRAY



PL1

SALT LAKE COUNTY RECORDER
RECORDED NO. _____
STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF: _____
DATE _____ TIME _____ BOOK _____ PAGE _____
FEE \$ _____ DEPUTY SALT LAKE COUNTY RECORDER



WHEADON ACRES LOTS 14 & 15A AMENDED

GRADING PLAN
CONSTRUCTION DRAWINGS

REVISIONS

DESIGN CHECK
DRAFTING CHECK

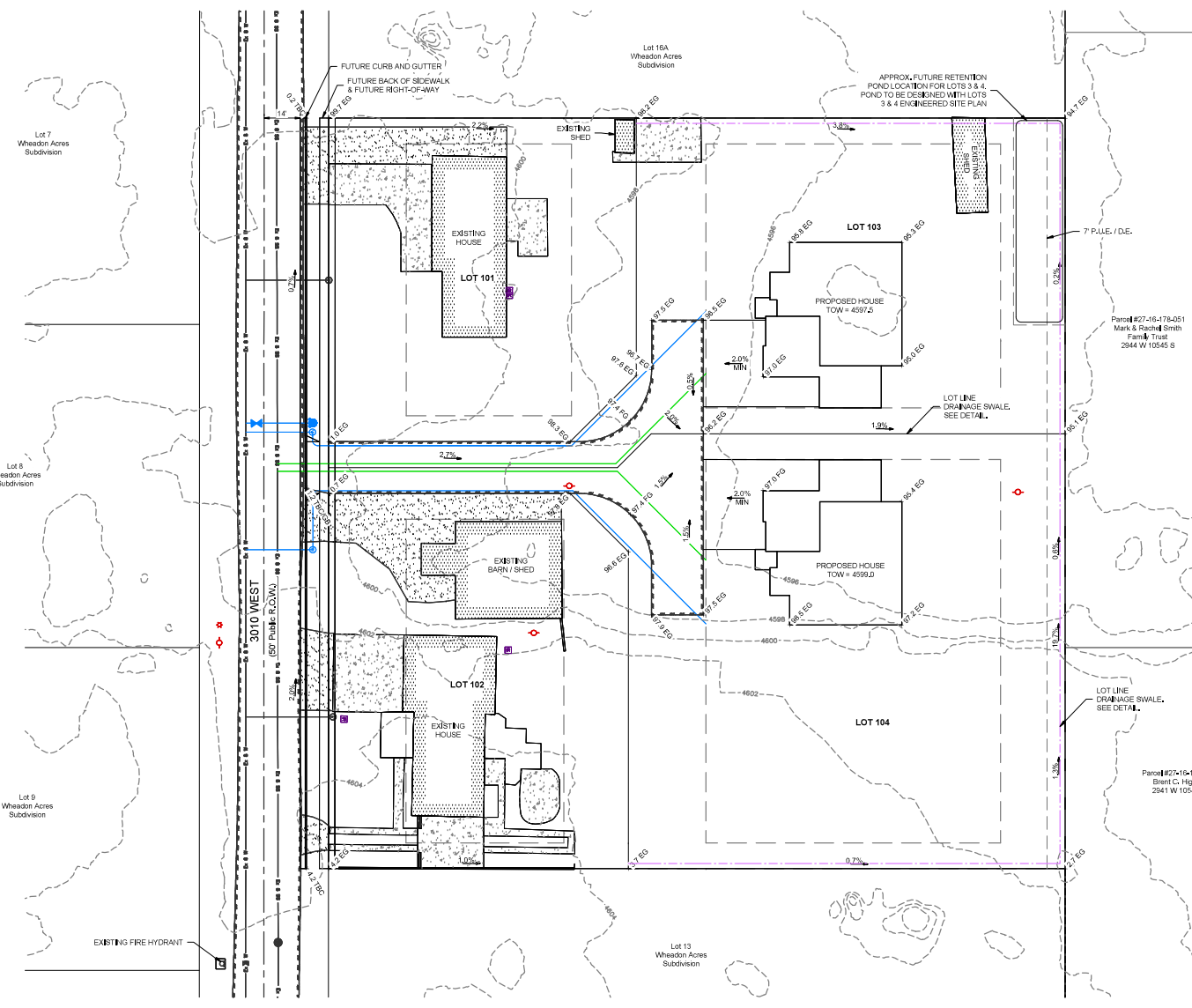
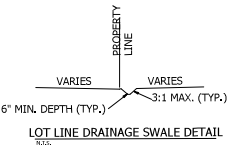


SHEET: GP1

- LEGEND:**
- SECTION LINE
 - RIGHT OF WAY LINE
 - BOUNDARY LINE
 - ROAD CENTERLINE
 - ACCESS & UTILITY EASEMENT
 - PUBLIC UTILITY EASEMENT (P.U.E.)
 - DRAINAGE SWALE
 - TOW
 - TOP OF WALL

PROJECT BENCHMARK

THE BENCHMARK FOR THIS SURVEY IS THE CENTER OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. BENCHMARK ELEVATION = 4545.74



Dan Milar
Property Owner – Applicant
04/02/2024

South Jordan City,

I am the owner of both properties located at 10537 S 3010 W (.95 acre) and 10555 S 3010 W (.95 acre), hereto within referred to as “the property(s)”. I currently reside about ¼ mile to the south in Bison Ridge. My family and I enjoy our neighborhood and community we have here and intend to be residents long into the future.

One aspect that particularly resonated with me when these two properties came up for sale is that I am already a neighbor and friend within this community and intend to keep all four lots of the property for my family. This personal investment demonstrates a genuine commitment to the well-being and prosperity of our neighborhood. All efforts will be to minimize impact on neighboring properties. This is achieved by properly maintaining the construction and development sites, providing oversight and being actively involved and available to neighbors should any issue arise. The impact is also minimized since all four directly affected lots will be owned and maintained by me.

Adding additional lots to the neighborhood and investing in the two existing homes will bring a greater value to the surrounding properties. Creating these two flag lots will also allow me to provide a home for my in-laws, build a new home for my family, and provides an investment in the future to build a fourth home as needed.

Thank you,

Dan Milar

Dan Milar

RESOLUTION R2024 - 42

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, AUTHORIZING THE MAYOR OF THE CITY OF SOUTH JORDAN TO ENTER INTO A DEVELOPMENT AGREEMENT WITH MULBERRY COTTAGE LLC AND WHDTMR LLC PERTAINING TO PROPERTY LOCATED AT 10537 S 3010 W AND 10555 S 3010 W.

WHEREAS, the City of South Jordan is a municipal corporation and political subdivision of the State of Utah (“City”) authorized to enter into development agreements that it considers are necessary or appropriate for the use and development of land within the City pursuant to Utah Code § 10-9a-102, *et seq.*; and

WHEREAS, City has entered into development agreements from time to time as City has deemed necessary for the orderly development of City; and

WHEREAS, Mulberry Cottage LLC and WHDTMR LLC now desires to enter into an agreement for the purpose of developing and changing the zoning designation on property it owns at 10537 S 3010 W and 10555 S 3010 W (the “Property”); and

WHEREAS, the City Council of the City of South Jordan (the “City Council”) has determined that it is in the best interest of the public health, safety, and welfare of the City to enter into a development agreement for the orderly development the Property.

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

SECTION 1. Authorization to Sign Development Agreement. The City Council hereby authorizes the Mayor to sign the Development Agreement, which is attached hereto as Exhibit 1.

SECTION 2. Severability. If any section, clause or portion of this Resolution is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby and shall remain in full force and effect.

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

[SIGNATURE PAGE FOLLOWS]

**APPROVED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH,
ON THIS _____ DAY OF _____, 2024 BY THE FOLLOWING VOTE:**

	YES	NO	ABSTAIN	ABSENT
Patrick Harris	_____	_____	_____	_____
Kathie Johnson	_____	_____	_____	_____
Donald Shelton	_____	_____	_____	_____
Tamara Zander	_____	_____	_____	_____
Jason McGuire	_____	_____	_____	_____

Mayor: _____
Dawn R. Ramsey

Attest: _____
City Recorder

Approved as to form:



[Gregory Simonsen \(Oct 11, 2024 12:36 MDT\)](#)

Office of the City Attorney

Exhibit 1

(Development Agreement)

DEVELOPMENT AGREEMENT

The City of South Jordan, a Utah municipal corporation (the “City”), and Mulberry Cottage LLC and WHDTMR LLC (the “Developer”), enter into this Development Agreement (this “Agreement”) this _____ day of _____, 20____ (“Effective Date”), and agree as set forth below. The City and the Developer are jointly referred to as the “Parties”.

RECITALS

WHEREAS, the Developer is the owner of certain real property identified as Assessor’s Parcel Number(s) 27-16-178-011 and 27-16-178-012 specifically described in attached Exhibit A (the “Property”) and intends to develop the Property consistent with the Concept Plan attached as Exhibit B (the “Concept Plan”); and

WHEREAS, the City, acting pursuant to (1) its authority under Utah Code Annotated 10-9a-102(2) *et seq.*, as amended, and (2) the South Jordan City Municipal Code (the “City Code”), and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, the City has made certain determinations with respect to the proposed development of the Property and in exercise of its legislative discretion has elected to enter into this Agreement; and

WHEREAS, the Property is currently subject to the City Code and is within the Single-Family Residential R-1.8 zone (the “R-1.8 Zone”). A copy of the provisions of such zone designation in the City Code is attached as Exhibit C; and

WHEREAS, the Developer desires to make improvements to the Property in conformity with this Agreement and desires a zone change on the Property from R-1.8 to R-1.8 with the Flag Lot Overlay (the “The R-1.8 (FL) Zone”). A copy of the provisions of the Flag Lot Overlay Zone designation in the City Code is attached as Exhibit D; and

WHEREAS, the Developer and the City acknowledge that the development and improvement of the Property pursuant to this Agreement will provide certainty useful to the Developer and to the City in ongoing and future dealings and relations among the Parties; and

WHEREAS, the City has determined that the proposed development contains features which advance the policies goals and objectives of the South Jordan City General Plan, preserve and maintain the open and sustainable atmosphere desired by the citizens of the City, or contribute to capital improvements which substantially benefit the City and will result in planning and economic benefits to the City and its citizens; and

WHEREAS, this Agreement shall only be valid upon approval of such by the South Jordan City Council, pursuant to Resolution R2024-42; and

WHEREAS, the City and the Developer acknowledge that the terms of this Agreement shall be enforceable and the rights of the Developer relative to the Property shall vest only if the

South Jordan City Council, in its sole legislative discretion, approves a zone change for the Property currently zoned as R-1.8 to a zone designated as R-1.8 (FL) Zone.

NOW THEREFORE, based upon the foregoing recitals and in consideration of the mutual covenants and promises contained set forth herein, the Parties agree as follows:

TERMS

A. Recitals; Definitions. The recitals set forth above are incorporated herein by this reference. Any capitalized term used but not otherwise defined in this Agreement shall have the meaning ascribed to such term in the City Code.

B. Enforceability: The City and the Developer acknowledge that the terms of this Agreement shall be enforceable, and the rights of the Developer relative to the Property shall vest, only if the South Jordan City Council in its sole legislative discretion approves a zone change for the Property currently zoned as R-1.8 to a zone designated as R-1.8 (FL) Zone.

C. Conflicting Terms. The Property shall be developed in accordance with the requirements and benefits provided for in relation to an R-1.8 zone under the City Code as of the Effective Date. In the event of a discrepancy between the requirements of the City Code including the R-1.8 zone, and this Agreement, this Agreement shall control.

D. Developer Obligations:

1. Concept Plan. The Developer agrees to construct the development consistent with the Concept Plan and the requirements set forth in this Agreement and the City Code.
2. Single Family Housing. Only single-family detached housing shall be allowed in the Wheadon Acres Lots 14 and 15A Amended Subdivision.
3. Public Right of Way. The Developer will give to the City cash in-lieu of constructing the required future road improvements in the amount of \$32,098.00.
4. Fencing. The Developer agrees that there are no animal rights on the subject properties pursuant to City Code § 17.130.040 in exchange for not being required to erect masonry walls along the property lines between Lots 101 and 102 and Lots 103 and 104 of the Wheadon Acres Lots 14 and 15A Amended Subdivision. The developer agrees and acknowledges this restriction will be noted on the official recorded amended subdivision plat. Should future property owners of the amended subdivision plat want to restore animal rights under the Farm Animal Floating Zone, they will need to apply to the City to amend the subdivision plat and comply with the City Code as it exists at that time. This agreement does not change the incompatible land use fencing requirements between the properties of the

Wheadon Acres 14 and 15A Amended Subdivision and properties outside of said amended subdivision.

E. City Obligations.

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

G. Vested Rights and Reserved Legislative Powers.

1. Vested Rights. Consistent with the terms and conditions of this Agreement, City agrees Developer has the vested right to develop and construct the Property in accordance with: (i) the R-1.8 and Flag Lot Overlay (Exhibits C and D) zoning designation; (ii) the City Code in effect as of the Effective Date and; (iii) the terms of this Agreement.

2. Reserved Legislative Powers. Developer acknowledges that the 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 the City all of its police power that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights of Developer under this Agreement and with respect to use under the zoning designations as referenced in *Section III.A.* above under the terms of this Agreement based upon the policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed change affecting the vested rights of the Property shall be of general application to all development activity in the City and Salt Lake County (the "County"); and, unless in good faith the City declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Property under the compelling, countervailing public interest exception to the vested rights doctrine. The notice required by this paragraph shall be that public notice published by the City as required by State statute

H. Term. This Agreement shall be effective as of the date of recordation, shall run with the land and shall continue in full force and effect until all obligations hereunder have been fully performed and all rights hereunder fully exercised; provided, however, that unless the parties mutually agree to extend the term, this agreement shall not extend further than a period of 10 years from its date of recordation in the official records of the Salt Lake County Recorder's Office.

I. General Provisions.

1. Notices. All Notices, filings, consents, approvals, and other communication provided for herein or given in connection herewith shall be validly given, filed, made, delivered or served if in writing and delivered personally or sent by registered or certified U.S. Postal Service mail, return receipt requested, postage prepaid to the following addresses or to such other addresses as either party may from time to time designate in writing and deliver in like manner. Any such change of address shall be given at least 10 days before the date on which the change is to become effective:

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

If to Developer:

Mulberry Cottage LLC & WHDTMR LLC
 10696 S Bison View Cv
 South Jordan, Utah 84095

2. Mailing Effective. Notices given by mail shall be deemed delivered 72 hours following deposit with the U.S. Postal Service in the manner set forth above.

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

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

5. Authority. The parties to this Agreement represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. Developer represents and warrants it is fully formed and validly existing under the laws of the State of Utah, and that it is duly qualified to do business in the State of Utah and is in good standing under applicable state laws. Developer and the City warrant to each other that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the parties on whose behalf each individual is signing. Developer represents to the City that by entering into this Agreement Developer has bound all persons and entities having a legal or equitable interest to the terms of the Agreement as of the Effective Date.

6. Entire Agreement. This Agreement, together with the Exhibits attached hereto, documents referenced herein and all regulatory approvals given by the City for the Property contain the entire agreement of the parties with respect to the subject matter hereof and supersede any prior promises, representations, warranties, inducements or understandings between the parties which are not contained in such agreements, regulatory approvals and related conditions.

7. Amendment. This Agreement may be amended in whole or in part with respect to all or any portion of the Property by the mutual written consent of the parties to this Agreement or by their successors-in-interest or assigns. Any such amendment of this Agreement shall be recorded in the official records of the Salt Lake County Recorder's Office.

8. Severability. If any of the provisions of this Agreement are declared void or unenforceable, such provision shall be severed from this Agreement. This Agreement shall otherwise remain in full force and effect provided the fundamental purpose of this Agreement and Developer's ability to complete the development of the Property as set forth in the Concept Plan is not defeated by such severance.

9. Governing Law. The laws of the State of Utah shall govern the interpretation and enforcement of the Agreement. The parties shall agree that the venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Salt Lake County, Utah. The Parties hereby expressly waive any right to object to such choice of law or venue.

10. Remedies. If any party to this Agreement breaches any provision of this Agreement, the non-defaulting party shall be entitled to all remedies available at both law and in equity.

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

12. Binding Effect. The benefits and burdens of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors in interest and assigns. This Agreement shall be incorporated by reference in any instrument purporting to convey an interest in the Property.

13. No Third Party Rights. The obligations of the Developer and the City set forth in this Agreement shall not create any rights in or obligations to any other persons or parties except to the extent otherwise provided herein.

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

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


IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

{Signatures follow on next page}

CITY OF SOUTH JORDAN,
a Utah Municipal Corporation

APPROVED AS TO FORM:

By: _____
Dawn R. Ramsey
Mayor



Gregory Simonsen (Oct 11, 2024 12:36 MDT)
Attorney for the City

State of Utah)
) :ss
County of Salt Lake)

On this _____ day of _____, 20_____, personally appeared before me Dawn R. Ramsey, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that she is the Mayor, of the City of South Jordan, a Utah municipal corporation, and said document was signed by her on behalf of said municipal corporation by authority of the South Jordan City Code by a Resolution of the South Jordan City Council, and she acknowledged to me that said municipal corporation executed the same.

Notary Public

MULBERRY COTTAGE LLC
a Utah limited liability company

By: _____

Name: Daniel T. Milar

Title: President

On the _____ day of September, 2024 personally appeared before me Daniel T. Milar who being by me duly sworn, did say that he, the said Daniel T. Milar is the President of MULBERRY COTTAGE LLC, a Utah limited liability company, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said Daniel T. Milar duly acknowledged to me that said corporation executed the same.

Notary Public

WHD TMR LLC
a Utah limited liability company

By: _____

Name: Daniel T. Milar

Title: President

State of Utah)
)
 :ss
 County of Salt Lake)

On the _____ day of September, 2024 personally appeared before me Daniel T. Milar who being by me duly sworn, did say that he, the said Daniel T. Milar is the President of WHDTMR LLC, a Utah limited liability company, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said Daniel T. Milar duly acknowledged to me that said corporation executed the same.

 Notary Public

Exhibit A

(Legal Description of the Property)

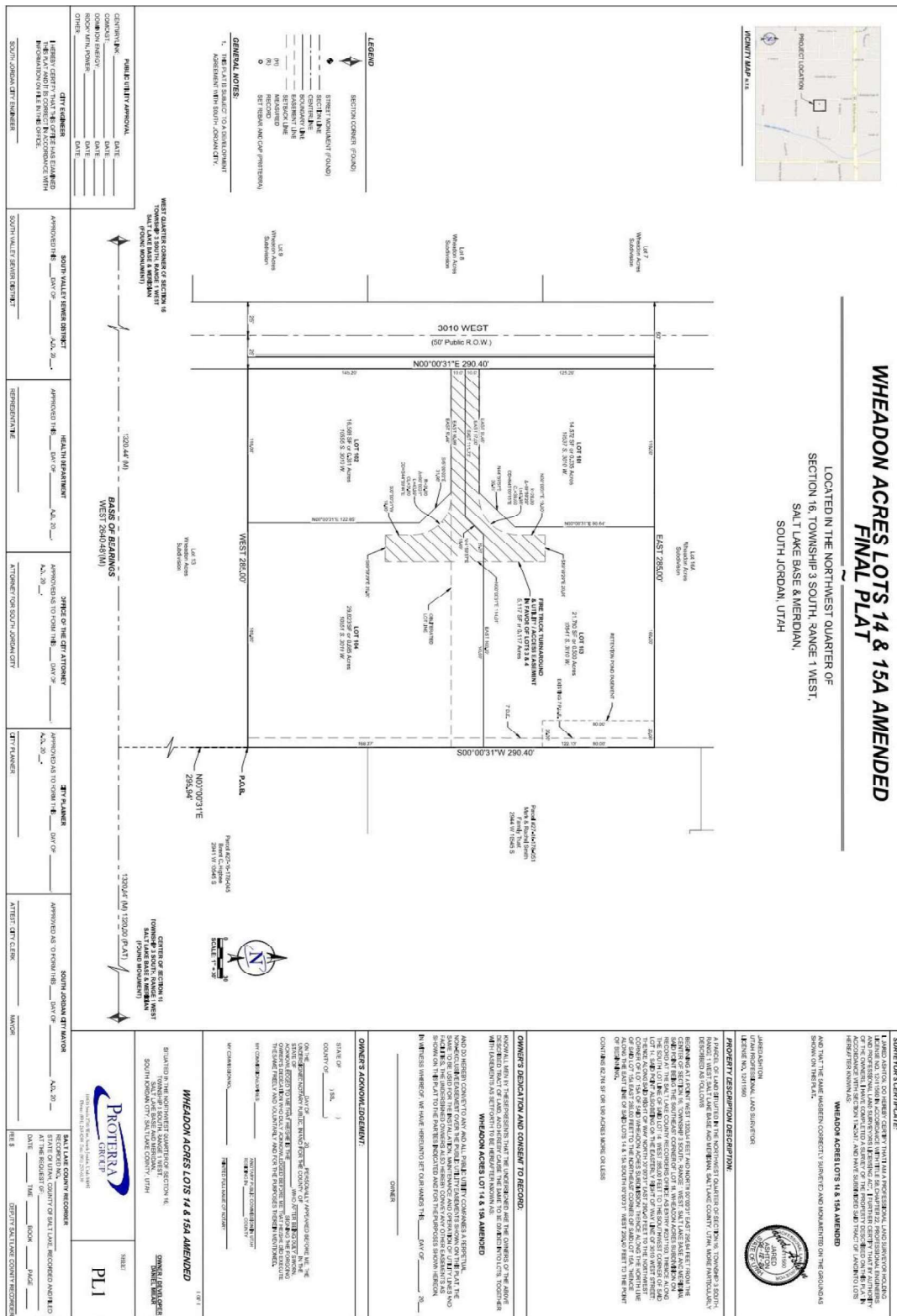
A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SALT LAKE COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WEST 1320.04 FEET AND NORTH 00°00'31" EAST 295.95 FEET FROM THE CENTER OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING THE SOUTHEAST CORNER OF LOT 14, WHEADON ACRES SUBDIVISION ON RECORD AT THE SALT LAKE COUNTY RECORDERS OFFICE AS ENTRY #2317193; THENCE ALONG THE SOUTH LOT LINE OF SAID LOT 14 WEST 285.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 14, SAID POINT ALSO BEING ON THE EASTERLY RIGHT OF WAY LINE OF 3010 WEST STREET; THENCE ALONG SAID RIGHT OF WAY NORTH 00°00'31" EAST 290.40 FEET TO THE NORTHWEST CORNER OF LOT 15A OF SAID WHEADON ACRES SUBDIVISION; THENCE ALONG THE NORTH LINE OF SAID LOT 15A EAST 285.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 15A; THENCE ALONG THE EAST LINE OF SAID LOTS 14 & 15A SOUTH 00°00'31" WEST 290.40 FEET TO THE POINT OF BEGINNING.

CONTAINS 82,764 SF OR 1.90 ACRES MORE OR LESS

Exhibit B

CONCEPT PLAN



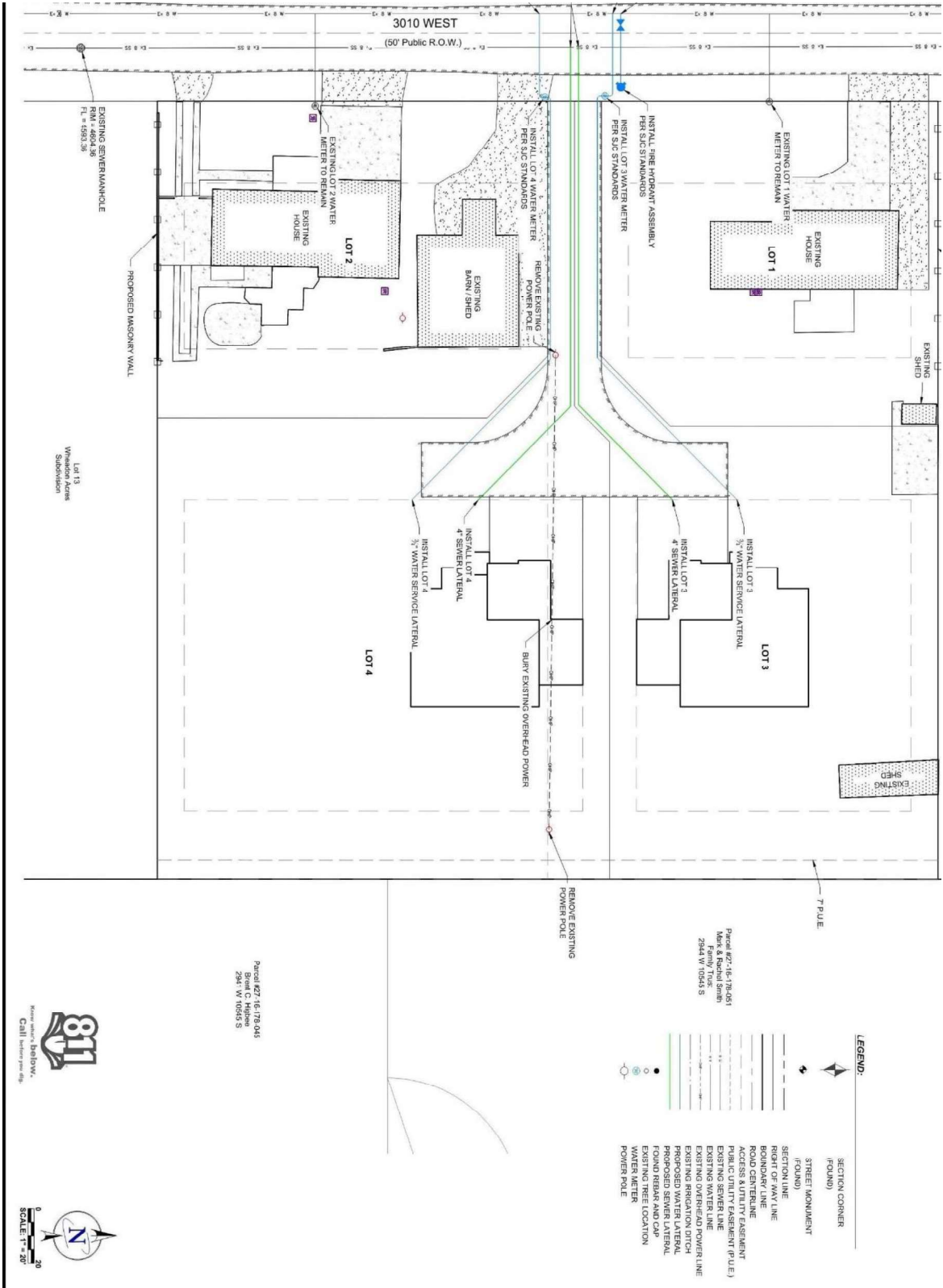


Exhibit C

R - 1.8 ZONE City Code Provisions**CHAPTER 17.40 RESIDENTIAL ZONES****17.40.010: PURPOSE****17.40.020: DEVELOPMENT AND DESIGN STANDARDS****17.40.030: OTHER REQUIREMENTS****17.40.010: PURPOSE**

This chapter is established to provide standards and regulations, consistent with the city's general plan and the purposes and provisions of this title, for single-family residential areas in the city. This chapter shall apply to the following residential zones as established in chapter 17.20, "Zone Establishment", of this title: R-1.8, R-2.5, R-3, R-4, R-5, and R-M zones. Uses may only be conducted in residential zones in accordance with the regulations of this code. Allowed use (permitted and conditional), accessory use, temporary use and other associated use regulations may be found in chapter 17.18, "Uses", of this title.

HISTORY

Repealed & Replaced by Ord. 2016-05 on 5/3/2016

17.40.020: DEVELOPMENT AND DESIGN STANDARDS

1. Development Review: Uses proposed in residential zones may only be established in conformance with development review procedures of the city. Applicants shall follow the procedures and requirements of this code regarding development review in the preparation and review of development proposals in residential zones. All uses shall be conducted according to the approved plan or plat and any conditions of approval. Plans or plats may not be altered without prior approval of the city, except as otherwise allowed under state law.
2. Lot Area: The area of any lot in residential zones shall not be less than the minimum lot area requirement identified in the minimum lot area table below. Every portion of a parcel being subdivided shall be included as a lot or lots in the proposed subdivision plat, right of way or as common, limited common or private ownership.

Zone	Minimum Lot Area (Square Feet)
R-1.8	14,520
R-2.5	12,000
R-3	10,000
R-4	8,000
R-5	6,000
R-M	5,000

3. Lot Density: The maximum gross density (number of lots or primary dwelling units per acre) in any residential development in a residential zone shall not exceed the density

shown in the lot density table below. The primary dwelling density of each area zoned R-M shall be determined, according to the densities established in the lot density table, with approval of a rezoning application per chapter 17.22, "Zoning Amendments", of this title and indicated on the official zoning map with a numerical suffix matching the approved density.

Zone	Maximum Gross Density
R-1.8	1.8
R-2.5	2.5
R-3	3
R-4	4
R-5	5
R-M-5	5
R-M-6	6

4. **Lot Width And Frontage:** Each lot or parcel in a residential zone shall have a minimum lot width not less than the dimension in the minimum width column of the lot width and frontage table below. The minimum lot width shall be measured at the minimum front yard requirement (see subsection F of this section) that shall be determined from a point which corresponds to the midpoint of the front lot line. Each lot or parcel shall abut the right of way line of a public street a minimum distance not less than the dimension in the frontage (standard) column of the lot width and frontage table below, except that lots with side property lines which diverge at an angle of at least twenty degrees (20°) shall abut the right-of-way or landscaped open space a minimum distance not less than the dimension in the frontage (diverged) column.

Zone	Minimum Width	Frontage (Standard)	Frontage (Diverged)
R-1.8	90'	90'	50'
R-2.5	90'	90'	50'
R-3	85'	85'	50'
R-4	80'	80'	50'
R-5	75'	75'	50'
R-M-5	65'	65'	40'
R-M-6	60'	60'	40'

5. Lot Coverage: The area of lot, parcel or private ownership area in a residential zone covered by buildings shall not exceed the percentage identified in the lot coverage table below of the total lot, parcel or private ownership area.

Zone	Maximum Building Coverage
R-1.8	40%
R-2.5	40%
R-3	40%
R-4	40%
R-5	50%
R-M	60%

6. Yard Area: The yard area (setback) requirements below shall apply in all residential zones. Minimum yard areas are measured from the corresponding front, side and rear property lines of lots or from the boundaries of private ownership areas. A land use permit shall be obtained prior to the construction of any accessory building for which a building permit is not required. An application form, lot plan showing streets, existing buildings, dimensions, easements and setbacks of the proposed accessory building and other information as needed shall be submitted for review.

1. Main Buildings: Minimum yard area requirements for main buildings are as follows:

Zone	Front Yard (Interior And Corner Lots)	Garage Opening¹ (Front Or Street Side)	Front Yard (Cul- De- Sac Lots)	Side Yard (Stand ard)	Side Yard (Corner Lot Street Side)	Rear Yard (Inter rior Lot)	Rear Yard (Cor ner Lot)
R-1.8	30'	30'	25'	10'	30'	25'	10'
R-2.5	25'	30'	20'	10'	25'	25'	10'
R-3	25'	30'	20'	10'	25'	25'	10'
R-4	20'	25'	20'	8'	20'	20'	10'
R-5	20'	25'	20'	8'	20'	20'	10'
R-M-5	20'	25'	20'	8'	10'	20'	10'
R-M-6	20'	25'	20'	8'	10'	20'	10'

- 2.

1. Accessory Buildings: Minimum yard area requirements for accessory buildings

are as follows:

1. Location: Accessory buildings may not be located between the front building line of a main building and the right-of-way that determines the front yard area.
2. Side Yard: An accessory building may be located in a side yard, including a street side, if located no closer than the minimum side yard requirement for the main building pursuant to this subsection F, except that accessory buildings less than ten feet (10') in height and not containing habitable space may be located no closer than five feet (5') from the side property line.
3. Rear Yard: An accessory building may be located in a rear yard no closer than three feet (3') from the side or rear property line or boundary and increased by one foot (1') for each foot of building height in excess of sixteen feet (16'), except that the setback shall be increased to no closer than five feet (5') from the side or rear property line or boundary when adjacent to a right-of-way, which shall be increased by one foot (1') for each foot of building height in excess of sixteen feet (16').
2. Buildings Used To Shelter Animals: Buildings used for the housing or shelter of animals shall be located a minimum distance of forty feet (40') from any existing dwelling or neighborhood street right-of-way or, if approved with a conditional use permit, a minimum of twenty feet (20') from any collector street right-of-way line.
3. Projections: The following may be erected on or projected into any required yard space in Residential Zones:
 1. Fences and walls in conformance with this Code.
 2. Agricultural crops and landscape elements, including trees, shrubs and other plants.
 3. Utility or irrigation equipment or facilities.
 4. Decks not more than two feet (2') high.
 5. Cornices, eaves, sills, planter boxes, stairways, landings, porches, decks, awnings or similar architectural features attached to the building and not enclosed by walls, extending not more than two feet (2') into a side yard, or four feet (4') into a front or rear yard.
 6. Chimneys, fireplace keys, box or bay windows or cantilevered walls attached to the building no greater than eight feet (8') wide and extending not more than two feet (2') into a side yard, or four feet (4') into a front or rear yard.

G. Parking And Access: Parking areas and vehicle access in Residential Zones shall meet the requirements of title 16, chapter 16.26, "Parking And Access", of this Code, chapter 17.18, "Uses", of this title, and title 10 of this Code (Traffic Code). A driveway may only directly access a collector or arterial street with approval of the Utah Department of Transportation ("UDOT") for UDOT streets or with approval of the City Engineer for City streets.

1. H. Fencing, Screening And Clear Vision : The fencing, screening and clear vision requirements of this section shall apply in Residential Zones.
 1. Utility Screening: In nonresidential developments, all mechanical equipment,

antennas (where possible), loading areas, and utility areas shall be screened from view at ground level along the property line of the subject property with architectural features or walls consistent with materials used in the associated buildings. Exterior trash receptacles in nonresidential developments shall be enclosed by masonry walls that are at least as tall as the receptacle itself, but not less than six feet (6') tall, and solid steel access doors. The color of trash receptacle enclosures (masonry walls and access doors) shall be consistent with colors used in the associated buildings.

2. Incompatible Land Use Screening: Incompatible land uses, including waterways, trails, parks, open spaces and other uses or zones shall be screened or buffered with fences, walls and/or landscaping as required by the development approval.
3. Rear And Side Yard Fencing: A maximum six foot (6') high fence and/or hedge may be installed and maintained between a dwelling and a rear or side lot line.
4. Front Yard Fencing: A maximum four foot (4') high, nonvisually obscuring decorative wrought iron, simulated wrought iron or nonobscuring vinyl picket fence may be constructed along a side lot line to the right-of-way line or sidewalk of a neighborhood street, except as regulated in Clear Vision Areas, according to Section 16.04.200 (J). A masonry or solid vinyl fence or hedge may also be constructed along lot lines to the right-of-way or sidewalk but may not be greater than three feet (3') high. Brick pillars may not exceed eighteen inches (18") square or be closer than ten feet (10') on center. Posts or pillars may not extend higher than four inches (4") above the fence panel.
5. Clear Vision Area: Landscape materials within a Clear Vision Area shall comply with Section 16.04.200 (J).
6. Collector Street Fencing: Any single-family residential rear or side yard fence erected or maintained roughly parallel to and within twenty feet (20') of a collector or arterial street right-of-way in a Residential Zone shall be constructed according to section 16.04.200 of this Code.

I. Architecture: The following exterior materials and architectural standards are required in Residential Zones:

1. General Architectural Standards:
 - a. All building materials shall be high quality, durable and low maintenance.
 - b. The exteriors of buildings in Residential Zones shall be properly maintained by the owners or owners' association.
 - c. Signs shall meet requirements of title 16, chapter 16.36, "Sign Ordinance", of this Code and shall be constructed of materials that are consistent with the buildings they identify.
 - d. Main buildings shall be no greater than thirty five feet (35') high.
2. Architectural Standards For Main Buildings:
 - a. Residential main buildings shall include a minimum two car garage (minimum twenty-two feet (22') by twenty-two feet (22'), or an approved equivalent area).
 - b. The minimum total floor area, finished and unfinished, of any residential main building shall be one thousand (1,000) square feet not including a garage.

- c. The front of the house shall be accessible by a pedestrian from the adjacent right-of-way.
3. Architectural Standards For Accessory Buildings:
- a. Accessory buildings may not be higher than the main building, except as approved by the Planning Commission as a conditional use permit. In no case shall an accessory building be greater than twenty five feet (25') high.
 - b. The footprint of accessory buildings in the R-2.5, R-3, R-4, R-5 and R-M Zones shall not exceed sixty percent (60%) of the footprint of the main building, including the footprint of an attached garage, except that the Planning Commission may approve a conditional use permit for an accessory building with a footprint that is greater than sixty percent (60%) but in no case shall exceed the footprint of the main building. In the R-1.8 Zone, the footprint of an accessory building, such as a barn or a stable, shall not exceed the footprint of the main building, except with a conditional use permit approved by the Planning Commission.
 - c. Any portion of an accessory building within twenty feet (20') of a property line shall meet the following requirements, except as approved by the Planning Commission as a conditional use permit:
 - 1. Openings (e.g., windows and doors) that are visible from the property line shall not be located in an exterior wall when the floor height exceeds four feet (4') above grade.
 - 2. The average wall height shall not exceed sixteen feet (16') above grade.
 - d. Accessory buildings with a footprint exceeding two hundred (200) square feet shall be constructed with a minimum one to twelve (1:12) roof pitch in the R-1.8 Zone, and a minimum three to twelve (3:12) roof pitch over a majority of the structure in all other Residential Zones.
 - e. Applications for a conditional use permit under subsections I3a, I3b and I3c of this section shall demonstrate that the proposed accessory building is consistent with the character of the surrounding area, which analysis includes, but is not limited to, consideration of nearby structures and uses and applicable declarations of conditions, covenants and restrictions ("CC&Rs"). Written notice shall be provided to all property owners located within the subdivision plat of the subject property and to all property owners otherwise located within three hundred feet (300') of the subject property. Notice shall be provided no less than ten (10) days prior to the scheduled Planning Commission meeting.

J. Landscaping: The following landscaping requirements and standards shall apply in Residential Zones. Landscaping in Residential Zones is also subject to the requirements of Title 16, Chapter 16.30, "Water Efficiency Standards," of this Code.

- 1. The front and street side yards of single-family lots shall be fully improved and properly maintained with not less than fifty percent (50%) of the yard area landscaped and not less than fifty percent (50%) of the required landscaped area

covered in acceptable live plant material unless otherwise approved with a conditional use permit.

2. All collector street and other public and private park strips in Residential Zones shall be improved and maintained by the adjoining property owners according to specifications adopted by the City unless otherwise allowed with development approval.
3. Where an adjacent park strip in a residential right-of-way is a minimum of five feet (5') wide, park strip improvements shall include one shade tree that is a minimum two inch (2") caliper, for every fifty feet (50') of frontage and spaced evenly throughout the landscaped portion of the park strip, except that park strip trees shall not be planted within thirty feet (30') of a stop sign. Park strip trees shall be consistent with the "Streetscape Tree Species for South Jordan City" list.
4. In developments that have a principal use other than single-family, detached, the following landscaping requirements shall apply:
 1. All areas of developments not approved for parking, buildings, recreation facilities, access, other hard surfaces, or otherwise exempted with development approval shall be landscaped and properly maintained with grass, deciduous and evergreen trees and other plant material approved in conjunction with a site plan or plat for the development.
 2. A minimum of one tree per one thousand (1,000) square feet, or part thereof, of landscaped areas, excluding landscaped sports or play areas, is required. At least thirty percent (30%) of all required trees shall be a minimum seven foot (7') evergreen. Deciduous trees shall be a minimum two inch (2") caliper. Deciduous and evergreen trees need not be equally spaced, except as required in parking areas and in park strips but shall be distributed throughout the required yard areas on the site.
 3. Curbed planters with two inch (2") or larger caliper shade trees and other approved plant/landscape materials shall be installed at the ends of each parking row. Planters shall be at least five feet (5') wide.
 4. Minimum five foot (5') wide landscaped planters shall be installed along the street side of building foundations, except at building entrances.
 5. All landscaped areas shall be curbed.
5. Developments that are contiguous to canals, streams or drainage areas shall make reasonable efforts to include banks and rights-of-way in the landscaping of the project and the urban trails system. Any area so included and perpetually preserved as open space may be counted toward required open space for the development. If approved by the City Engineer, waterways which traverse developments may be left open if properly landscaped and maintained by the adjacent owners. Waterways may not be altered without approval of any entity or agency having jurisdiction over said waterways.

6. All required landscaping in yard areas and open spaces shall be installed prior to occupancy unless deferred pursuant to section 16.04.300, "Deferred Improvements", of this Code.
 7. Property owners shall properly irrigate and maintain all landscaped areas, including those in adjacent public rights-of-way that are not maintained by the City.
 8. Required trees may not be topped and required landscape material may not be removed in Residential Zones without City approval.
 9. Dead plant material shall be replaced in accordance with the requirements of this chapter and the conditions of site plan or plat approval.
1. Lighting:
 1. A lighting plan shall be submitted with all new nonresidential developments in Residential Zones.
 2. Lighting shall be shielded to prevent glare on adjacent agricultural and residential properties.
 3. Lighting fixtures in all developments that have a principal use that is not agricultural or residential shall be architectural grade and consistent with the architectural theme of the development.
 4. Lighting fixtures on public property shall be approved by the City Engineer.
 2. Streets: Streets in Residential Zones shall meet the requirements of section 16.04.180, "Streets", of this Code, except that private streets and gated communities are prohibited in Residential Zones unless otherwise provided for in this chapter.

17.40.030: OTHER REQUIREMENTS

1. Grading: All developments shall be graded as required by the City Engineer to provide adequate drainage. Buildings shall be equipped with facilities that discharge all roof drainage onto the subject lot or parcel.
2. Maintenance: All private areas of lots or parcels shall be properly maintained by the owners.
3. Phasing Plan: A project phasing plan shall be submitted for review at the time of plat or site plan approval. Development shall be in accordance with the phasing plan unless a revised phasing plan is approved by the City.
4. Common Areas: All common area improvements in developments, including, but not limited to, buildings, open space, recreational facilities, roads, fences, utilities, landscaping, walkways, streetlights and signs not specifically dedicated to the City or accepted for ownership or maintenance by the City shall be perpetually owned and maintained by the property owners of the development or their agents through a special

taxing district or owners' association with power to assess and collect fees for maintenance or other assessment and maintenance mechanisms acceptable to the City.

5. **Prior Created Lots:** Lots or parcels of land that legally existed or were created by a preliminary or final plat approval prior to the establishment of a Residential Zone shall not be denied a building permit solely for reason of nonconformance with the requirements of this chapter.
6. **Approval:** Before building permits are issued, all projects shall have been approved according to the provisions and requirements of this Code and the applicable plat recorded with the Salt Lake County Recorder's Office.
7. **Open Space:** Any open space provided within a subdivision to be jointly owned, maintained and preserved by a homeowners' association and/or special assessment area acceptable to the City shall be labeled and recorded as common area or as a perpetual open space easement. Private yard areas may not be counted as required open space. The City may determine the location of open space in a subdivision by considering topography, drainage or other land features. The City may require a cash bond or a letter of credit to guarantee installation of improvements.
8. **Developer Requirements:** Developers of projects that will include common area, private streets, shared private improvements, or shall otherwise include restrictive covenants shall submit a proposed declaration of conditions, covenants and restrictions ("CC&Rs") to the City for staff review. The CC&Rs shall be recorded concurrently with the final plat and, except where the City has agreed to and executed documents to guarantee the establishment of a special assessment area, shall include the following:
 1. An opinion of legal counsel licensed to practice law in the State that the project meets requirements of State law.
 2. Provisions for a homeowners' association, maintenance of all buildings, streets, sidewalks, other improvements and common areas, adherence to City conditions and standards applicable to the development at the time of approval, snow removal, and other items recommended by City staff and approved by the Planning Commission.
 3. Language consistent with section 17.04.300 of this title.

Exhibit D

Flag Lot Overlay ZONE City Code Provisions

17.130.060.010: PURPOSE

The purpose of the Flag Lot Overlay Zone (FL) is to allow for the creation of a flag lot in an existing subdivision that does not meet the minimum area requirement in subsection 16.04.160D of Title 16. The FL may be applied to an existing lot under unique circumstances as determined by the City Council and its consideration of following provisions.

HISTORY

Adopted by Ord. 2020-03 on 9/15/2020

17.130.060.020: ESTABLISHMENT

1. Procedure:
 1. Concept: Applicants are encouraged to submit a concept plan and work with staff prior to application to understand the surrounding area, the goals and policies of the City's General Plan, and to ensure the minimum requirements of the FL can be met.
 2. Rezone: An FL shall only be established upon approval by the City Council as a rezone according to the provisions of Chapter 17.22, "Zoning Amendments", of this Title and as may be required elsewhere in this Title. City Council rezone approval of the FL shall be by development agreement.
 3. Concurrent Preliminary Subdivision (Optional): At the applicant's option and with the approval of the Planning Director, the applicant may submit a preliminary subdivision application to be processed concurrently with an FL rezone. In the case of concurrent applications, Planning Commission approval of a concurrent preliminary subdivision shall be contingent on the City Council's approval of the FL rezone.
2. Application Requirements:
 1. The subject lot shall have a minimum lot width not less than one hundred twenty-five feet (125') as measured along the property line adjacent to the public right-of-way.
 2. The applicant shall provide a letter that justifies the establishment of the FL and addresses any efforts to limit the impact of development on neighboring properties.
 3. The applicant shall provide a concept plan that shall include a preliminary subdivision layout showing the location, footprint and building elevations of the proposed house.
 4. Notices of the public hearing shall be sent in accordance with the requirements in Subsection 16.04.060 of Title 16 and the Utah Code Annotated, except that:
 1. The area requirement for notices shall include all property owners within the subdivision and adjacent to the subject property.
3. Effect Of Approval:
 1. All of the provisions of this Code, including those of the base zone, shall be in full force and effect (with the exception of the flag lot requirement contained in subsection 16.04.160D1a in Title 16), unless such provisions are expressly waived or modified by the approved development agreement.

2. An approved FL shall be shown on the zoning map by a "-FL" designation after the designation of the base zone district.
3. The city shall not issue permits for development within an approved FL unless the development complies with the approved development agreement.

HISTORY

Adopted by Ord. 2020-03 on 9/15/2020

17.130.060.030: AMENDMENTS

Any application to amend an approved FL shall be processed as a zone text amendment. Any amendment to an approved FL requires that the corresponding development agreement also be amended.

ORDINANCE NO. 2024-08-Z

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, REZONING PROPERTY LOCATED AT 10537 S 3010 W AND 10555 S 3010 W FROM R-1.8 (SINGLE FAMILY RESIDENTIAL) ZONE TO R-1.8 WITH THE FLAG LOT (FL) OVERLAY ZONE. GORDON MILAR CONSTRUCTION, LLC (APPLICANT).

WHEREAS, the City Council of the City of South Jordan (“City Council”) has adopted the Zoning Ordinance of the City of South Jordan (Title 17 of the City Code) with the accompanying Zoning Map; and

WHEREAS, the Applicant, Gordon Milar Construction, LLC, proposed that the City Council amend the Zoning Map by rezoning the property described in the attached **Exhibit A**; and

WHEREAS, the South Jordan Planning Commission reviewed the proposed rezoning and made a recommendation to the City Council; and

WHEREAS, the City Council held a public hearing concerning the proposed rezoning; and

WHEREAS, the City Council finds that the rezoning will enhance the public health, safety and welfare and promote the goals of the General Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH:

SECTION 1. Rezone. The properties described in Application PLZBA202400056 filed by Gordon Milar Construction, LLC, located at 10537 S 3010 W and 10555 S 3010 W, are hereby reclassified from the R-1.8 (Single Family Residential) Zone to R-1.8 with the Flag Lot (FL) Overlay Zone, on property described/shown in the attached **Exhibit A**.

SECTION 2. Filing of Zoning Map. The Official Zoning Map showing such changes shall be filed with the South Jordan City Recorder.

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, provisions and words of this Ordinance shall be severable.

SECTION 4. Effective Date. This Ordinance shall become effective immediately upon publication or posting as required by law.

[SIGNATURE PAGE FOLLOWS]

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, ON THIS _____ DAY OF _____, 2024 BY THE FOLLOWING VOTE:

	YES	NO	ABSTAIN	ABSENT
Patrick Harris	_____	_____	_____	_____
Kathie Johnson	_____	_____	_____	_____
Donald Shelton	_____	_____	_____	_____
Tamara Zander	_____	_____	_____	_____
Jason McGuire	_____	_____	_____	_____

Mayor: _____
Dawn R. Ramsey

Attest: _____
City Recorder

Approved as to form:



Gregory Simonsen (Oct 11, 2024 12:36 MDT)

EXHIBIT A

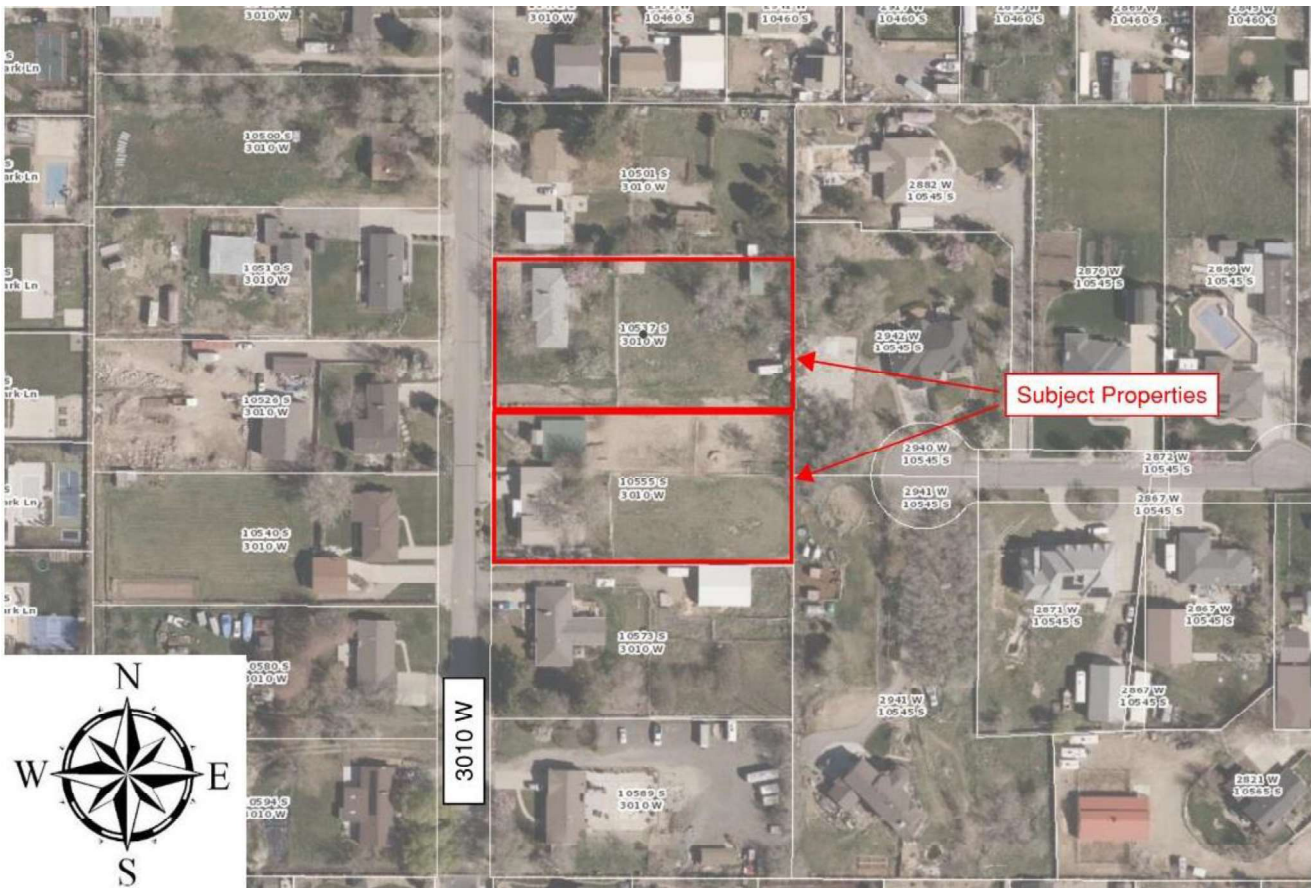
(Property Description)

R-1.8 Zone to R-1.8 with the FL Overlay Zone**PARCEL NUMBERS:** 27-16-178-011 and 27-16-178-012

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SALT LAKE COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WEST 1320.04 FEET AND NORTH 00°00'31" EAST 295.95 FEET FROM THE CENTER OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING THE SOUTHEAST CORNER OF LOT 14, WHEADON ACRES SUBDIVISION ON RECORD AT THE SALT LAKE COUNTY RECORDERS OFFICE AS ENTRY #2317193; THENCE ALONG THE SOUTH LOT LINE OF SAID LOT 14 WEST 285.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 14, SAID POINT ALSO BEING ON THE EASTERLY RIGHT OF WAY LINE OF 3010 WEST STREET; THENCE ALONG SAID RIGHT OF WAY NORTH 00°00'31" EAST 290.40 FEET TO THE NORTHWEST CORNER OF LOT 15A OF SAID WHEADON ACRES SUBDIVISION; THENCE ALONG THE NORTH LINE OF SAID LOT 15A EAST 285.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 15A; THENCE ALONG THE EAST LINE OF SAID LOTS 14 & 15A SOUTH 00°00'31" WEST 290.40 FEET TO THE POINT OF BEGINNING.

CONTAINS 82,764 SF OR 1.90 ACRES MORE OR LESS



(Zoning Map)

Zoning Map (R-1.8)
Wheadon Acres 14 & 15A
South Jordan City

