

SOUTH JORDAN CITY CITY COUNCIL REPORT

Meeting Date: 06/06/2023

Issue: **SJC TOWNHOMES @ REDWOOD
REZONE AND DEVELOPMENT AGREEMENT**
Rezone from A-5 (Agricultural, minimum 5 acre lot) and R-2.5 (Single-family residential, 2.5 lots per acre) to R-M-PD (Residential-Multiple-Planned Development Floating Zone) Zone

Address: 11147 S. Redwood Rd.
File No: PLZBA201900236
Applicant: Brian Adams, Civil Science Inc.

Submitted by: Damir Drozdek, Planner III
 Jared Francis, Senior Engineer

Presented by: Steven Schaefermeyer, Director of Planning

Staff Recommendation (Motion Ready):

1. Development Agreement—I move that the City Council **approve** Resolution R2023-25 authorizing the Mayor to sign the development agreement.
2. Zone Change—I move the City Council **approve** Ordinance No. 2023-03-Z approving the proposed zone change.

ACREAGE:	Approximately 2.5 acres
CURRENT ZONE:	A-5 (agricultural, min. 5 acre lot) Zone and R-2.5 (single-family residential, 2.5 lots per acre) Zone
CURRENT USE:	Vacant and unimproved land
FUTURE LAND USE PLAN:	MU (Mixed Use)
NEIGHBORING ZONES/USES:	North – MU-V / Multi-family along Redwood Rd. and single-family homes along Beckstead Ln. South – P-O / Stillwater Academy (Residential treatment center for teens) West – A-5 and R-1.8 / Redwood Rd. East – R-5 / Single-family homes

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)

BACKGROUND:

The applicant is requesting a zone change to develop a mixed-use project on property located at 11147 S. Redwood Rd. The parcel is situated between Redwood Rd. on the west and Beckstead Ln. on the east. The north boundary abuts One Eleven townhomes and Beckstead Ln. PUD single-family subdivision development. Stillwater Academy is located to the south of the property, and there is a ½ acre vacant parcel located to the southeast of the property.

The project proposes two commercial buildings on Redwood Rd. that are 30-feet tall single-story buildings with a mezzanine level. The building exteriors will consist of mostly a thin brick veneer and some stone or faux stone veneer system. Each building will have approximately 6,000 sq. ft. of space. Most of the space will be dedicated to warehouse uses and some will be preserved for office space. Between the two buildings, there will be 12,000 sq. ft. of commercial space.

21 townhomes are proposed for the remainder of the project. The townhomes will be three stories and will be slightly less than 35 feet tall, with some interior units having stairwells that approximately three and one-half feet taller than the roofline (the elevations are attached to this report and the development agreement). The exterior materials on the buildings will include fiber cement siding, stucco and brick veneer. The buildings are not anticipated to have basements. The first floor will consist of mostly garage space, with a main living area and kitchen on the second floor, and bedrooms on the third floor.

There will be access to the project off both Redwood Rd. and Beckstead Ln. All roads and alleys within the project will be private. A main drive and sidewalk through the project will connect the adjacent commercial and residential uses. All fencing, landscaping and public and private improvements will be done per City Code.

Parking for the commercial buildings will be located on the west side of the project. There will be 24 parking stalls located immediately in and near the vicinity of the two buildings. The 21 townhomes in the project will each have a two-car garage and two-car driveway in front of the garage. Based on the number of units and bedrooms in each unit, the City Code mandates at least 52 parking stalls. Between garage space and the driveways, there are 83 parking spaces. This calculation includes a two-car garage space plus a two-car space in each driveway behind the townhomes.

The applicant submitted the application in 2019 but then put it on hold. Since that time there have been many iterations of the project that were discussed with staff, and applicant agreed to lower the density of the project during those discussions. As required by the Planned Development Floating Zone, the applicant first discussed the project with the City Council during its work session in August 2022. In an effort to refine the project further, the applicant returned to the City Council in October 2022 and again in November 2022. During this period the applicant lowered the density of the project further from 8.5 units per acre to 8.1 units per acre, added a tot lot, and changed other aspects of the concept plan. After the November 2022 work session, the applicant began working with an architect to provide the required renderings for both the commercial buildings and the townhomes.

Development Agreement:

The proposed land use change and rezone requires the applicant to enter into a development agreement approved by the City Council. Approval of the proposed PD Floating Zone and development agreement will allow the underlying zone to be modified to accommodate development that may incorporate design elements and a mixture of uses that represent a significant improvement in quality over what could otherwise be accomplished by the underlying zone. The proposed development agreement includes general requirements for the development and terms addressing items such as site layout, architecture, amenities and circulation that are more than what is generally required by City Code for rezone applications. The development agreement is attached to this report and includes terms addressing the following:

- The project will be built according to the concept plan and elevations (attached to this report).
- All roads within the project will be privately owned and maintained.
- The project's fencing, landscaping and all public and private improvements will be constructed per City Code requirements.
- All necessary public right-of-way will be dedicated according to the City Code and City engineering standards.
- There is a shared parking between the commercial and residential uses.
- Commercial buildings will be no taller than 30 feet. Exterior building finishes will consist of a thin brick veneer and some stone or faux stone veneer.
- Townhomes will be three story buildings that will be no taller than 35 feet, except that stairwells to rooftops decks can bring the height of those units up to 40 feet. Exterior building finishes will include fiber cement siding, stucco and brick veneer.
- The applicant must present final architectural elevations and building materials to the Architectural Review Committee for its review and approval.

- The applicant will complete the tot lot before the City issues certificates of occupancy for the two adjacent buildings or the developer provides the City an improvement bond.
- Allowed uses in two commercial buildings will be subject to the regulations of the Commercial-Community Zone, including the addition of “Business Support,” “Office/Warehouse Flexible Space,” and “Wholesale and Warehouse” as permitted uses, with all uses being conducted wholly inside the building and no outside storage. All uses, whether permitted or conditional in the C-C Zone may only be established if they can demonstrate that the available parking is sufficient based on the required parking ratios of City Code § 16.26.

PLANNING COMMISSION RECOMMENDATION:

On May 9, 2023, the Planning Commission voted to recommend approval of the application by a vote of 3-2 (Commission Chair, Michele Hollist and commissioner Bevans, voted against recommending approval to the City Council). The two commissioners that voted against making a positive recommendation of the application were concerned with:

- the project density;
- the townhome building height;
- insufficient pedestrian connections within the project;
- location of the north access road (too close to existing residential properties to the north); and
- lack of parking, more specifically lack of guest parking.

After the Planning Commission meeting the applicant made some changes to the concept plan and clarified a few things in response to the Commission’s concerns, which are listed below.

- Townhome building height – the proposed underlying zone allows buildings to be up to 35 feet tall. The townhomes are under 35 feet high when measured to the roof parapet. The only structure that extends beyond 35 feet are the rooftop access stair enclosures on interior units, which are less than four feet above the 35-foot limit.
- North drive access – the applicant believes this to be the best location for access off Beckstead Ln. and the access meets all City engineering standards, including the “clear vision” standards. The alternative would be to have a straight road with no bend between Redwood Rd. and Beckstead Ln., and to move some of the townhomes to be adjacent to existing detached single-family homes.
- Parking – the parking provided meets the City Code requirements. Additional residential parking will be provided after the regular business hours on the commercial side of the project. If needed, additional parking could be provided along the north private drive in certain areas.
- Pedestrian access – the applicant changes the concept plan to include a sidewalk between Redwood Rd. and Beckstead Ln. on the south side of the private drive.

STAFF FINDINGS, CONCLUSIONS & RECOMMENDATION:

Findings:

- As required by the PD Floating Zone process (*see* City Code § 17.130.050.020.A.1), the project was last reviewed at a City Council study session meeting on November 15, 2022. Based on that discussion, the applicant chose to move forward with the proposal and negotiate development agreement terms with City staff and the City Council.
- The application meets the rezone standards of approval of the City Code.
- Currently the applicant is proposing to subdivide the townhome portion of the project so that individual units may be owner-occupied.
- The required development agreement provides predictability for how the property will look and be used. Any major changes to the agreement will require further approvals and a modification of the development agreement by the City Council.
- The “Mixed Use Opportunity - (MU)” land use designation is defined in the General Plan as follows: “Mixed Use Opportunity identifies areas that are currently either undeveloped or underdeveloped and adjacent to Economic Centers. The intent is to elevate these areas from single land uses to an integrated mix of commercial, retail, office, residential, and light industrial land uses. Mixed use opportunity supports both horizontal and vertical mix of uses and shall result in walkable areas that are activated with employees during weekdays and residents, restaurants, and entertainment during evenings and weekends.”
- The project will meet the following strategic priorities:
 - ED-1. Expands, attracts and retains a diverse mix of high quality employers to contribute to the community's economic sustainability and offer opportunities for employment.
 - BRE-2. Implements ordinances and policies that encourage quality community growth and development.

Conclusion:

Based on the findings, the Application is consistent with the goals and policies of the General Plan and the City’s Strategic Priorities.

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.

FISCAL IMPACT:

- A fiscal impact analysis table and graphics are attached to the report.

ALTERNATIVES:

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

SUPPORT MATERIALS:

- Aerial Map
- Future Land Use Map
- Zoning Map
- Building Elevations
- Site Plan
- Infrastructure Analysis
- Fiscal Analysis
- Resolution R2023-25 and the Development Agreement
- Ordinance 2023-03-Z
 - Exhibit 'A' – Zoning Map

DEPARTMENT APPROVAL

Damir Drozdek

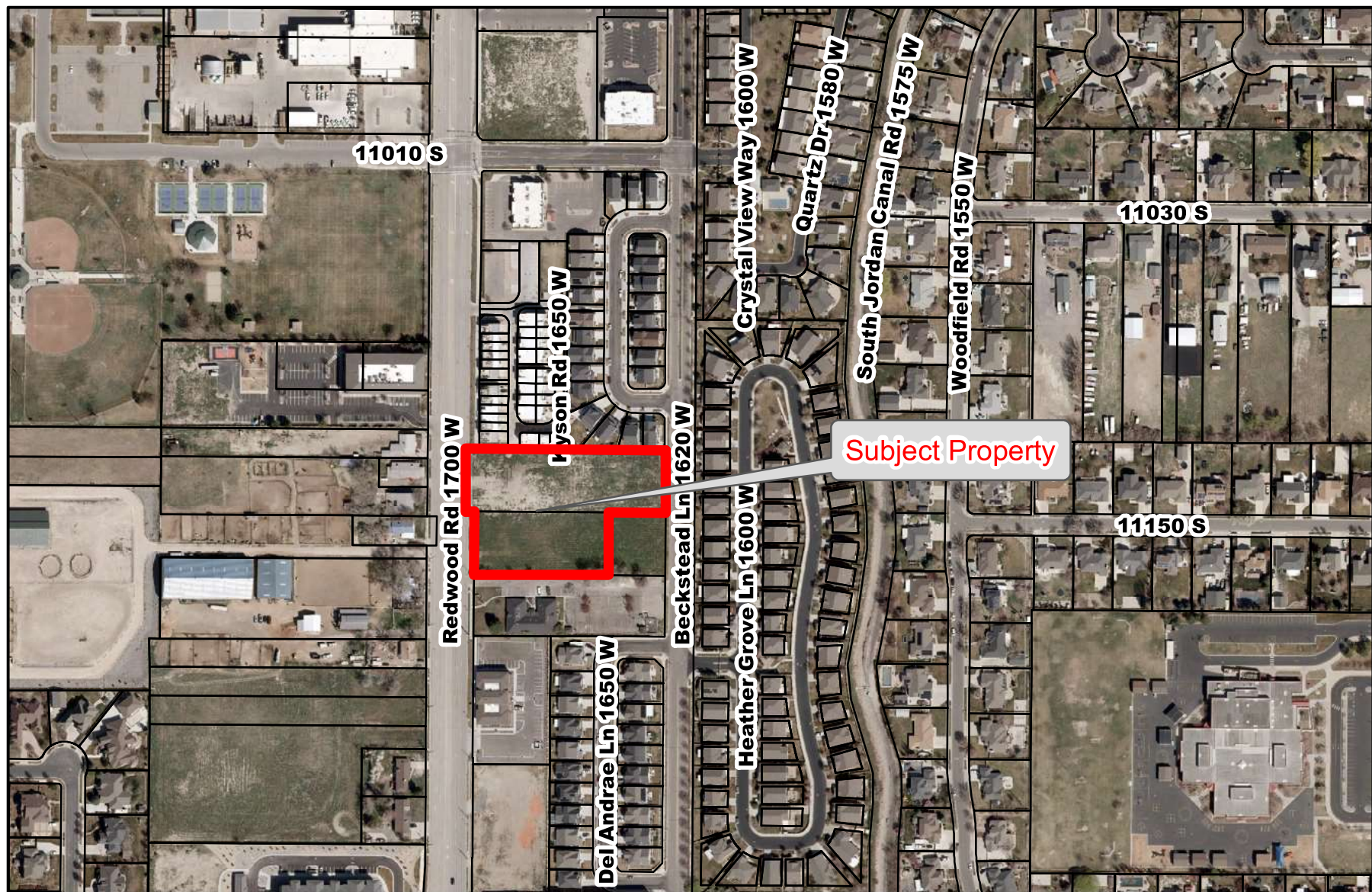
Damir Drozdek (May 31, 2023 13:05 MDT)


Damir Drozdek, AICP
Planner III, Planning Department

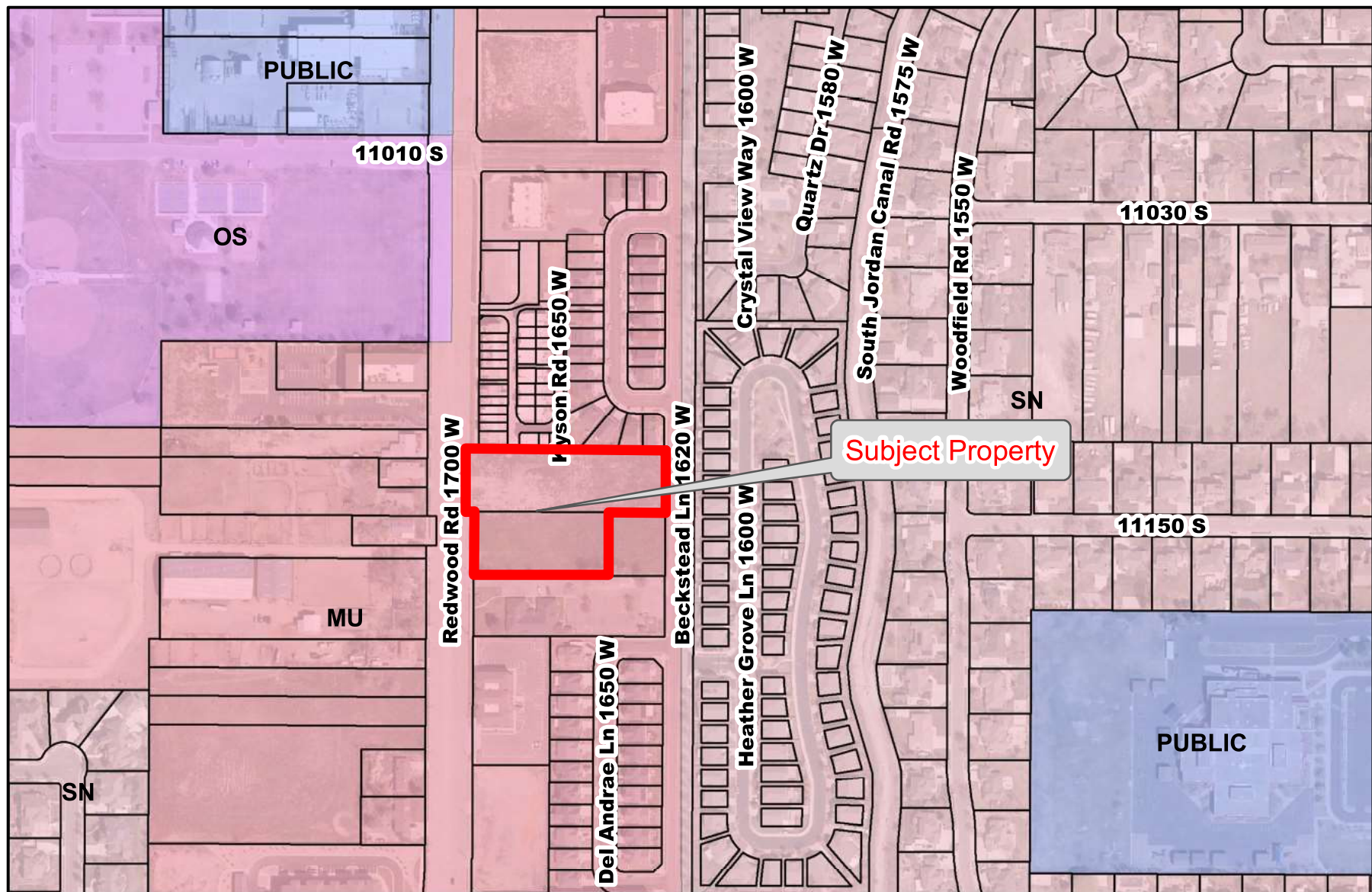
Steven Schaefermeyer

Steven Schaefermeyer (May 31, 2023 13:17 MDT)

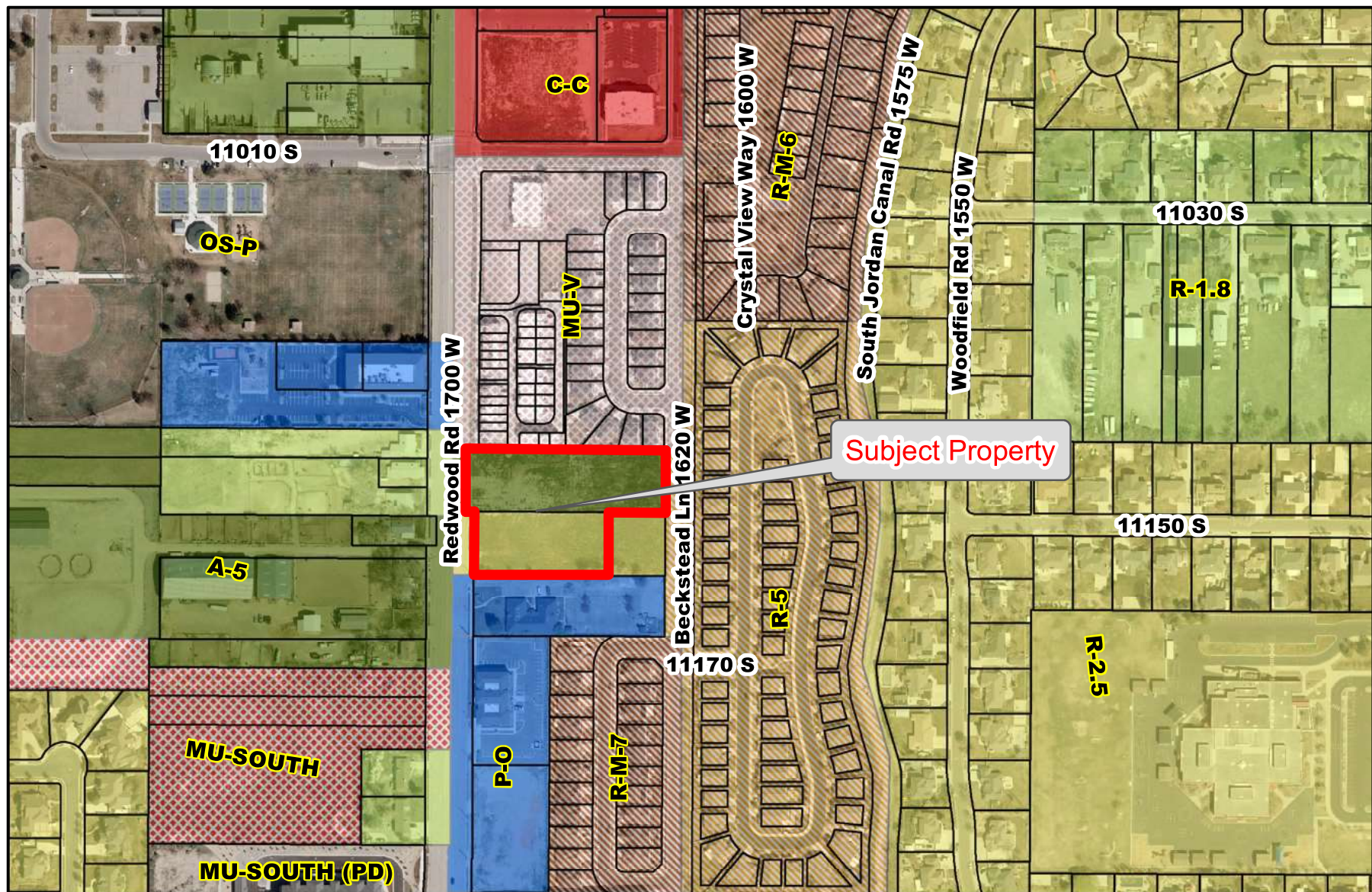
Steven Schaefermeyer
Director of Planning




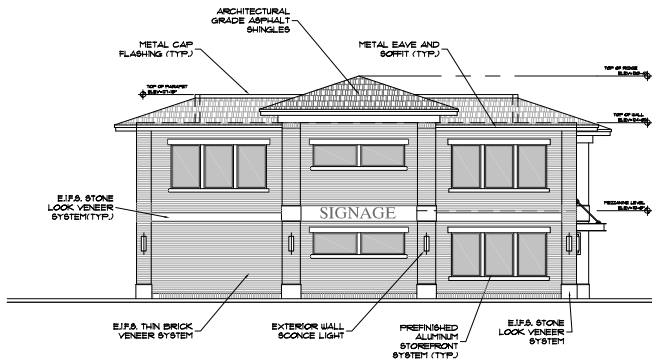
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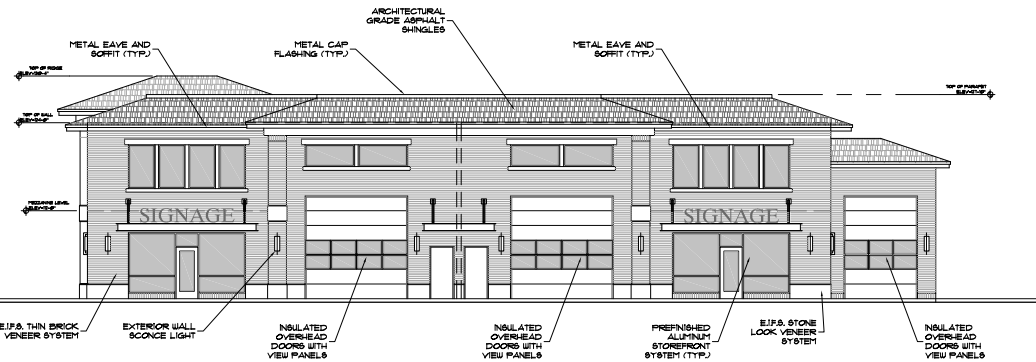
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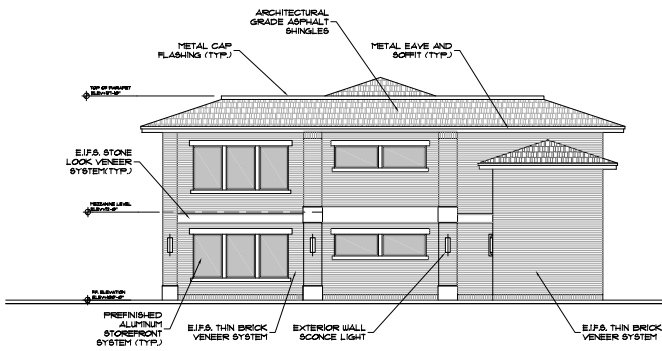
<p>Legend</p> <p>STREETS</p> <p>PARCELS</p>	<h2>Zoning Map</h2> <h3>City of South Jordan</h3>	<p>0 105 210 420 630 840 Feet</p> <p>Aerial Imagery 2021</p> 
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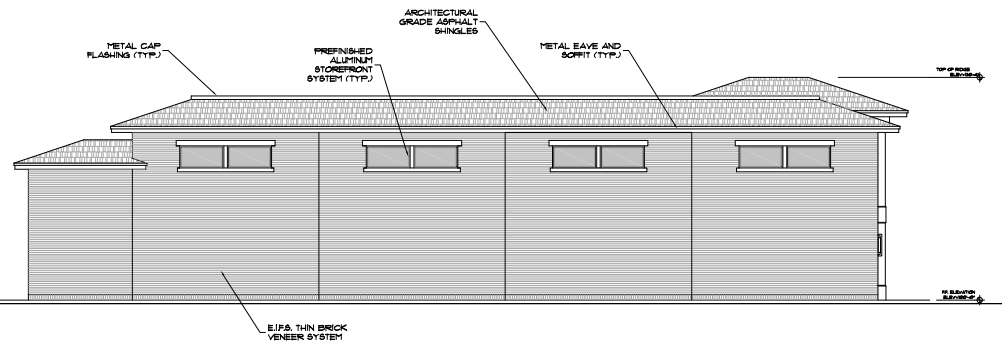
1 FLEX-SPACE BUILDING - WEST ELEVATION
A201 SCALES 1/8" = 1'-0"



2 FLEX-SPACE BUILDING - SOUTH ELEVATION
A201 SCALES 1/8" = 1'-0"



3 FLEX-SPACE BUILDING - EAST ELEVATION
A201 SCALES 1/8" = 1'-0"



4 FLEX-SPACE BUILDING - NORTH ELEVATION
A201 SCALES 1/8" = 1'-0"

PRINTED DATE
03.24.2023

LAYTON DAVIS
ARCHITECTS

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SO. JO. TOWNHOMES
AND FLEX-SPACE
11111 SO. REDWOOD ROAD
South Jordan, Utah

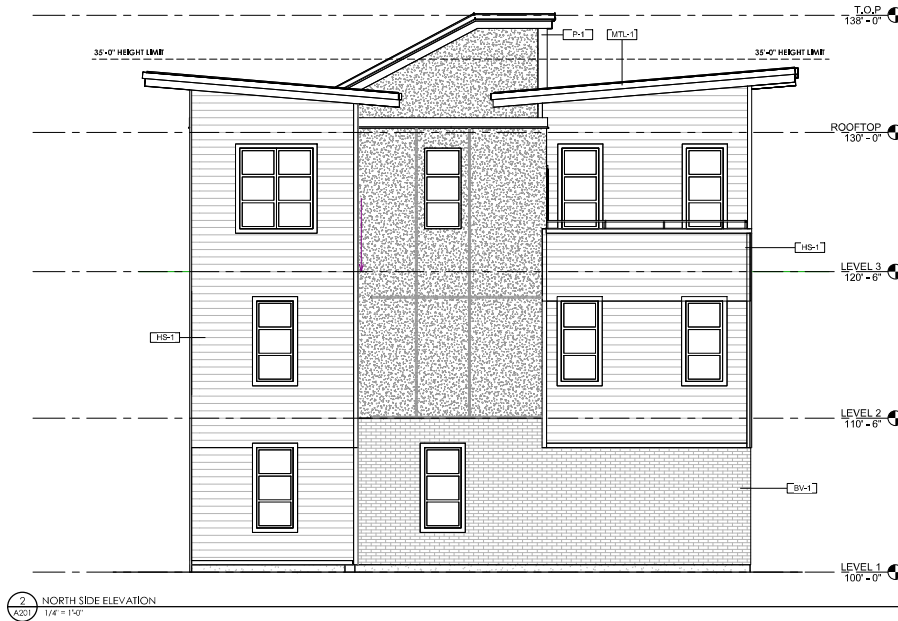
CHRONOLOGY

PROJECT NO
23.036

DWN BY/ CHK BY
CWL

TITLE
CONCEPTUAL
FLEX-SPACE
ELEVATIONS

24X36 SHEET #
A201



EXTERIOR FINISH MATERIAL LEGEND					
MARK	MATERIAL	MANUFACTURER	SERIES	COLOR	NOTES
HS-1	HARDEE FIBER SIDING	TBD			
BS-1	BRICK	TBD			
MTL-1	METAL STANDING SEAM ROOF	TBD			
BV-1	BRICK VENEER	TBD			

FINISH NOTES:
 1. ALL EXTERIOR FINISHES TO BE APPROVED BY OWNER.
 2. ALL FINISHES TO BE FREE OF DEFECTS AND DAMAGE.
 3. PERCENTAGE OF MATERIAL SHOWN IS PART OF MASTER DEVELOPMENT AGREEMENT.

FINISH DESCRIPTION:
 HS-1 1/2" HIGH TAG



PROPOSED

PRINTED DATE

5/18/2023 9:27:39 AM

LAYTON DAVIS

ARCHITECTS

2025 East 2700 S, South Salt Lake City, Utah 84109

PHONE: 801.483.0715 | FAX: 801.483.0716

SOUTH JORDAN TOWNHOMES

SOUTH JORDAN, UTAH

DATE	DESCRIPTION
5/18/2023	REVISED PER COMMENTS

PROJECT NO.

23.077

DWN BY / CHK BY

Author

TITLE

ELEVATIONS

24X36 SHEET #

A201

This drawing is the property of Layton Davis Architects and is to be used only for the project and location specified. It is not to be reproduced, copied, or transmitted in any form or by any means without the written consent of Layton Davis Architects. The user of this drawing assumes all liability for its use. Layton Davis Architects is not responsible for any errors or omissions in this drawing. The user of this drawing is advised to verify all information and dimensions shown on this drawing with the applicable local, state, and federal codes and regulations. Layton Davis Architects is not responsible for any errors or omissions in this drawing. The user of this drawing is advised to verify all information and dimensions shown on this drawing with the applicable local, state, and federal codes and regulations.



2 SOUTH SIDE ELEVATION
A202 1/4" = 1'-0"

EXTERIOR FINISH MATERIAL LEGEND					
MARK	MATERIAL	MANUFACTURER	SERIES	COLOR	NOTES
HS-1	HARDEE Siding	TBD			
BT-1	BRICK	TBD			
MTL-1	METAL STANDING SEAM ROOF	TBD			
BV-1	BRICK VENEER	TBD			
FINISH NOTES:				FINISH DESCRIPTION:	
1. ALL EXTERIOR FINISHES TO BE APPROVED BY OWNER.				55-1 1/2" HIGH TAG	
2. ALL FINISHES TO BE FREE OF DEFECTS AND DAMAGE.					
3. PERCENTAGE OF MATERIAL SHOWN IS PART OF MASTER DEVELOPMENT AGREEMENT.					



1 WEST REAR ELEVATION
A202 1/4" = 1'-0"

1. The Project, including all drawings, is the property of LAYTON DAVIS ARCHITECTS. It is to be used only for the project and location specified herein. Any other use without the written consent of LAYTON DAVIS ARCHITECTS is prohibited. This drawing is not to be used for any other project or location without the written consent of LAYTON DAVIS ARCHITECTS.

PROPOSED

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LAYTON DAVIS

ARCHITECTS

2005 East 2700 S, Suite 200 Salt Lake City, Utah 84109

801.487.0715 | 801.487.0716

SOUTH JORDAN TOWNHOMES

SOUTH JORDAN, UTAH

PROJECT NO.

23.077

DWN BY / CHK BY

Author

TITLE

ELEVATIONS

24X36 SHEET #

A202







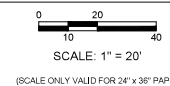
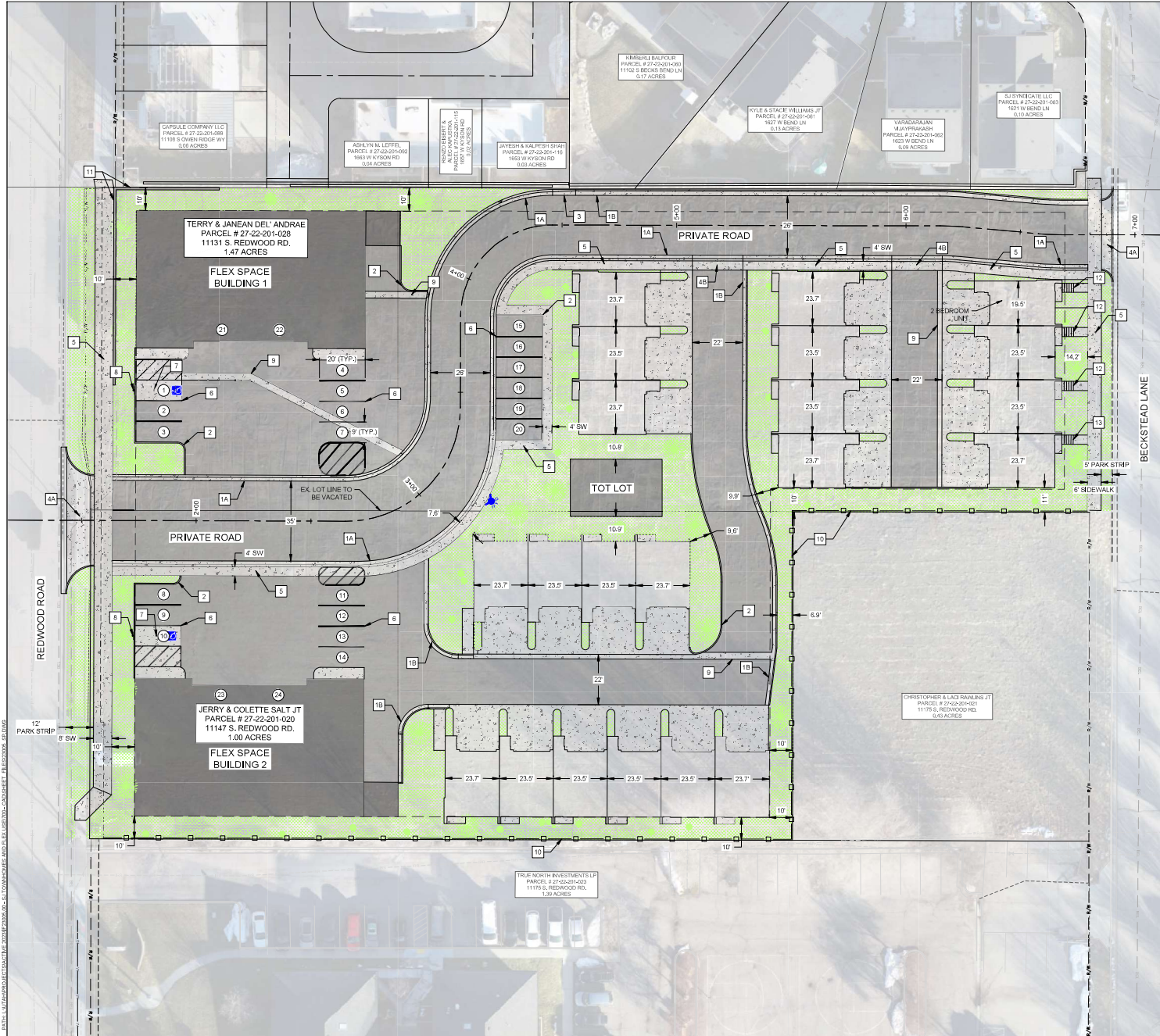




LAYTON DAVIS
ARCHITECTS







LEGEND:

- ASPHALT PAVEMENT (SEE DETAIL SHEETS)
AREA: 37,684 SF
- CONCRETE SIDEWALK, CURB & GUTTER,
APRON, OR DRIVEWAY APPROACH
AREA: 19,247 SF
- LANDSCAPING (SEE LANDSCAPE PLANS)
AREA: 23,998 SF
- PARKING STALL NUMBER

SITE WORK KEYNOTES:

- ALL IMPROVEMENTS SHALL BE CONSTRUCTED PER APWA STANDARD SPECIFICATION AND PLANS, 2017 EDITION, OR DETAILS AS NOTED BELOW. (SEE APWA PLAN 205.2)
- CONSTRUCT MOUNTABLE 30 INCH CONCRETE CURB & GUTTER (SEE APWA PLAN 205.1)
 - CONSTRUCT 6-INCH BARRIER CURB (SEE DETAIL SHEETS)
 - 10' CURB TRANSITION
 - CONSTRUCT OPEN DRIVEWAY APPROACH
 - CONSTRUCT DIP DRIVEWAY APPROACH
 - 6-INCH CONCRETE SIDEWALK (SEE DETAIL SHEETS)
 - 4-INCH WIDE PARKING STALL STRIPING - WHITE PAINT PER CITY OR UDOT STANDARDS
 - ACCESSIBLE PARKING STALL (SEE DETAIL SHEETS)
 - ACCESSIBLE PARKING SIGN (SEE DETAIL SHEETS)
 - CONSTRUCT 2-FOOT CONCRETE WATERWAY (SEE DETAIL SHEETS)
 - PROPOSED DECORATIVE MASONRY WALL
 - BOULDER RETAINING WALL (SEE DETAIL SHEETS)
 - CONSTRUCT 6 (7") STAIR RISERS.
 - CONSTRUCT 6 (8.5") STAIR RISERS.

PARKING SUMMARY:

TOWNHOMES:
UNIT TYPES: (20) 3 BEDROOM UNITS AND (11) 2 BEDROOM UNIT
PARKING REQUIRED FOR A 2 BEDROOM UNIT = 2
PARKING REQUIRED FOR A 3 BEDROOM UNIT = 2.5
TOTAL STALLS REQUIRED = (1 x 2) + (20 x 2.5) = **52 STALLS REQUIRED**
STALLS PROVIDED =
- 2 BEDROOM UNIT = 2 CAR IN GARAGE AND 1 ON DRIVEWAY = 3 PER UNIT = 1 x 3 = 3 STALLS
- 3 BEDROOM UNIT = 2 CAR IN GARAGE AND 2 ON DRIVEWAY = 4 PER UNIT = 20 x 4 = 80 STALLS
TOWNHOME STALLS PROVIDED = 83
6 ADDITIONAL STALLS WILL BE SHARED WITH FLEX SPACE BUILDINGS (STALLS #15 - #20)
TOTAL TOWNHOME STALLS PROVIDED = 89
FLEX USE BUILDINGS:
EACH FLEX BUILDING HAS 2 INTERNAL UNITS
TOTAL SF PER UNIT = 3,000 SF
- 726 SF OFFICE AND 2,274 SF WAREHOUSE
REQUIRED OFFICE PARKING = 1 STALL PER 300 SF = 2.4 STALLS
REQUIRED WAREHOUSE PARKING = 1 STALL PER 800 SF = 2.8 STALLS
TOTAL REQUIRED = 5.2 STALLS PER UNIT
GRAND TOTAL REQUIRED = 5.2 STALLS x 4 UNITS = **21 STALLS REQUIRED**
TOTAL FLEX USE STALLS PROVIDED = 24 (INCLUDES 1 INTERIOR STALL PER UNIT)



3100 W. Clubhouse Drive, Ste. A
Lark, UT 84043
801.765.7200

NOT FOR CONSTRUCTION

NO.	REVISION	DATE	BY	APP'D	DATE

SITE PLAN

THE MIX AT SOUTH JORDAN SUBDIVISION
SOUTH JORDAN, UT

PROJ. # FF 23005
DATE: MAY 2023
DESIGN BY: TNS
CHECKED BY: JAL
SHEET
SP01

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

9 OF 18

LAND USE AMMENDMENTS & REZONE DEVELOPMENT PROJECTS

INFRASTRUCTURE ANALYSIS

Project Name/Number	SJC Townhomes @ Redwood Rd. 11147 S. Redwood Rd.
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Planner Assigned	Damir Drozdek
Engineer Assigned	Jared Francis

The Engineering Department has reviewed this application and has the following comments:

Transportation: *(Provide a brief description of the access, transportation master plan and how this change affects Master Plan, condition/status of existing roadways. Determine whether a Traffic Study should be completed)*

The subject property will be accessed from Redwood Road on the west and Beckstead Lane on the east. The development will be required to install public right of way improvements along it's frontage on both roads, and dedicate public right of way as necessary.

Culinary Water: *(Provide a brief description of the water servicing the area, look into deficiencies, and determine if water modeling needs to be performed at this time, look at Water Master Plan and evaluate the change to the Master Plan)*

There is an existing City owned 8" water main on the east side of Beckstead Lane. On Redwood Road there is a City owned 8" water main at the northwest corner of the project and a 6" water main at the southwest corner. The project will be required to loop a water main through the development. Fire hydrants will be required on site as per City standards. A water model will be required as part of the preliminary subdivision submittals.

Secondary Water: *(Provide a brief description of the secondary water servicing the area, briefly look into feasibility)*

There does not appear to be a City owned secondary water system adjacent to the project. An engineer's cost estimate will be required during the preliminary subdivision review to determine if it's feasible per City code for the new development to provide a functioning secondary water system.

Sanitary Sewer: *(Attach letter from South Valley Sewer stating that this zone/land use change does not affect service and that any future project can be serviced by the District)*

There is a sewer main in Redwood Road and another one in Beckstead Lane. Based on the general slope of the project there will most likely need to be a sewer main extension from Beckstead Lane. Sewer main design and connection requirements will be determined by the South Valley Sewer District.

Storm Drainage: *(How will this area be serviced for storm drainage, kept on site, Master Storm Plan, etc. any other issues with drainage)*

In order to comply with State and City guidelines, the proposed development must retain on site, through use of approved low impact development devices and best management practices, all rainfall events less than or equal to the 80th percentile rainfall event. For storm events greater than the 80th percentile, the additional storm water must either be retained on site or discharged into an approved storm drain system. There is an existing public storm drain system in Beckstead Lane, however the capacity is very limited. The project may be required to retain all storm water runoff on site. There is a UDOT storm drain system in Redwood Road, but given the existing grade of the project it is unlikely the UDOT system would be an option.

Other Items: *(Any other items that might be of concern)*

Report Approved:

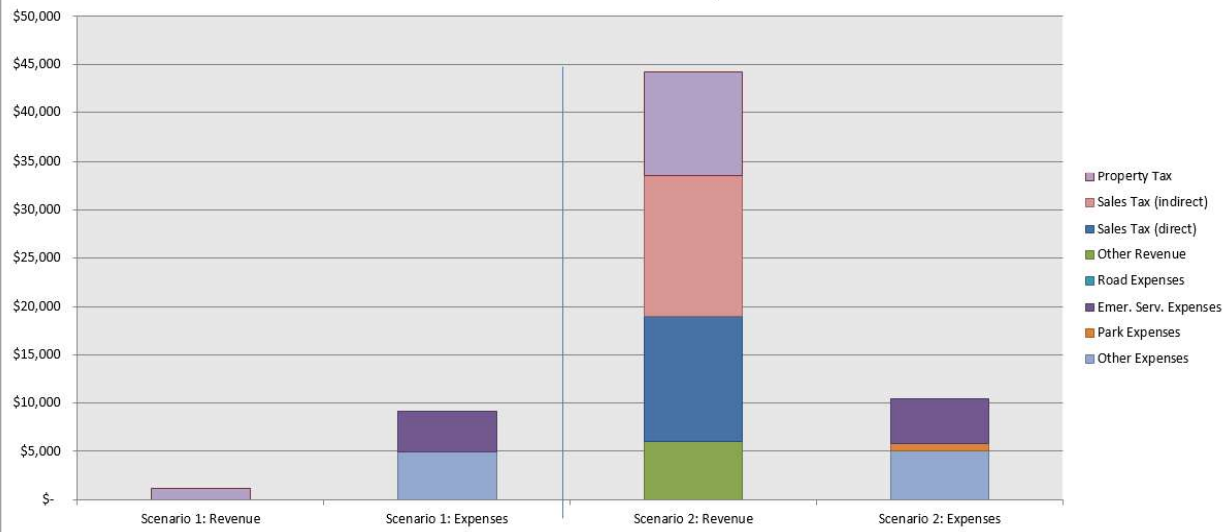
Jared Francis
Development Engineer

5/2/23
Date

Brad Klavano
Brad Klavano, PE, PLS
Director of Engineering Services/City Engineer

5/2/23
Date

Annual General Fund Impact



Project Analysis

Project: SoJo Flex 11111 S Redwood Rd Townhomes

May 3, 2023

Scenario Descriptions

Scenario 1: No Change - R-2.5 & A-5

No Change - Residential R-2.5 (1 acre)
& Agriculture A-5 (1.47 acres)

Financial Summary by Scenario

Direct Impact (General Fund)	No Change - R- 2.5 & A-5	R-M(PD)
Revenue	\$ 1,245	\$ 29,781
Property Tax	\$ 1,245	\$ 10,784
Sales Tax (direct)	\$ -	\$ 13,000
Other	\$ -	\$ 5,997
Expenses	\$ 9,047	\$ 10,401
Roads	\$ -	\$ -
Emergency Serv.	\$ 4,058	\$ 4,658
Parks	\$ -	\$ 720
Other	\$ 4,989	\$ 505
Total	\$ (7,802)	\$ 19,380
Per Acre	\$ 503.94	\$ 8,160.64
Per Unit	\$ -	\$ 922.85
Per Person	\$ -	\$ 313.64

Indirect Impact

Potential Retail Sales	\$ -	\$ 1,464,837
Sales Tax (indirect)	\$ -	\$ 14,476

*Other Revenue - Includes Permits, Licenses, Motor Vehicle Tax, Energy Sales & Use Tax, Telecommunications Tax, and Cable Franchise Tax.

** Other Expense - Includes all other General Fund Expenses excluding Roads, Emergency Services, and Parks.

RESOLUTION R2023 - 25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, AUTHORIZING THE CITY AND THE DEVELOPER TO ENTER INTO A DEVELOPMENT AGREEMENT PERTAINING TO THE DEVELOPMENT OF THE PROPERTY LOCATED AT 11147 S. REDWOOD ROAD.

WHEREAS, the City of South Jordan is a municipal corporation and political subdivision of the State of Utah (the “City”) and is 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, the City has entered into development agreements from time to time as the City has deemed necessary for the orderly development of the City; and

WHEREAS, the Developer now desires to enter into an agreement for the purpose of developing and changing the zoning designation on property generally located at 11147 S. Redwood Road (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 of 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, 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 hereby 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 _____, 2023 BY THE FOLLOWING VOTE:**

	YES	NO	ABSTAIN	ABSENT
Patrick Harris	_____	_____	_____	_____
Bradley Marlor	_____	_____	_____	_____
Donald Shelton	_____	_____	_____	_____
Tamara Zander	_____	_____	_____	_____
Jason McGuire	_____	_____	_____	_____

Mayor: _____
Dawn R. Ramsey

Attest: _____
City Recorder

Approved as to form:


Gregory Simonsen (May 31, 2023 13:20 MDT)

Office of the City Attorney

EXHIBIT 1
(Development Agreement)

WHEN RECORDED, RETURN TO:

City of South Jordan
Attn: City Recorder
1600 West Towne Center Drive
South Jordan, Utah 84095

Affecting Parcel Numbers: 27-22-201-020-0000
27-22-201-028-0000

DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”) is between the City of South Jordan, a Utah municipal corporation (“City”) and J.L. Salt Construction, Inc. dba Dream Home Builders (“Developer”). City and Developer are jointly referred to as the “Parties” and each may be referred to individually as “Party.”

RECITALS

A. Developer owns certain real property identified as Salt Lake County Assessor Parcel Numbers 27-22-201-020-0000 and 27-22-201-028-0000, located at 11147 S. Redwood Road which is more specifically described in attached **Exhibit A** (the “Property”).

B. Developer intends to develop the Property consistent with the Concept Plan and elevations attached hereto as **Exhibit B** (the “Concept Plan”). The development of the Property as proposed on the Concept Plan is generally referred to as the “Project.”

C. The City, acting pursuant to its authority under the Land Use Development and Management Act (as codified in Utah Code Ann. § 10-9a-102(2) et seq., hereafter the “Act”) and the South Jordan City Municipal Code (the “City Code”), and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has determined that this Agreement is necessary and appropriate for the use and development of the Property within the City.

D. The Property is currently subject to the Planning and Land Use Ordinance of the City and is within the City’s A-5 (Agricultural, minimum 5 acre lot) Zone and R-2.5 (Single-family residential, 2.5 lots per acre) Zone, as depicted in the attached zoning map attached hereto as **Exhibit C**.

E. The Developer desires to develop the Property in conformity with this Agreement and desires a zone change on the Property from A-5 and R-2.5 to R-M-PD (Residential-Multiple-Planned Development Zone), applicable provisions attached hereto as **Exhibit D**.

F. The Parties acknowledge that the purpose of the PD Zone is “to allow for flexibility in the application of zoning regulations and development provisions of this title to advance a public interest through prescriptive requirements of a development plan and development agreement approved by the City Council.” (*See* City Code § 17.130.050.010.)

G. The Parties acknowledge that development in the PD Zone requires a development agreement specific to each area zoned as a PD Zone.

H. The Parties acknowledge that the development and improvement of the Property pursuant to this Agreement will provide certainty useful to the Developer and to City, individually and collectively, in ongoing and future dealings and relations among the Parties pertaining to the development of the Project.

I. The City has determined that the proposed development contains features which advance the policies, goals, and objectives of the City’s General Plan; preserve and maintain the open and sustainable atmosphere desired by the citizens of the City; contribute to capital improvements which substantially benefit the City; and will result in - and economic benefits to the City and its citizens.

J. This Agreement shall only be valid upon approval of such by the City Council and pursuant to Resolution R2023-25 a copy of which is attached as **Exhibit E**.

K. The Parties 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 City Council, in its sole legislative discretion, approves a zoning change from the A-5 and R-2.5 Rezone to the R-M Zone as the base zone and the PD Zone as a zoning overlay for the Property, and approves R2023-25 (*see* **Exhibit E**).

L. The Parties, having cooperated in the drafting of this Agreement, understand and intend that this Agreement is a “development agreement” within the meaning of, and is entered into pursuant to, the terms of Utah Code Ann. § 10-9a-103(12) (2022).

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

AGREEMENT

1. **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 Act or City Code.

2. **Enforceability.** The Parties acknowledge that the terms of this Agreement shall be enforceable, and the rights of Developer relative to the Property shall vest, only if the City Council in its sole legislative discretion rezones the Property from the A-5 and R-2.5 Zones to the R-M-PD Zone and approves R2023-25 (*see*, **Exhibit E**).

3. **Effective Date.** This Agreement is effective on the date the last party executes this Agreement as indicated by the date stated under that party’s signature line (the “Effective Date”).

4. **Conflicting Terms.** The Property shall be developed in accordance with the requirements and benefits provided for in relation to the R-M-PD Zone under the City Code as of the Effective Date. If there is a discrepancy between the requirements of the City Code, including the R-M-PD Zone, and this Agreement, this Agreement shall control.

5. **Developer Obligations.**

5.1. **Uses.** Developer shall develop and use the Property to develop up to 21 townhomes and two commercial buildings as depicted in the Concept Plan. Allowed uses in the two commercial buildings will be subject to the regulations of the Commercial Community Zone including the addition of “Business Support,” “Office/Warehouse Flexible Space,” and “Wholesale and Warehouse” as permitted uses, with all uses being conducted wholly

inside the building and no outside storage. A copy of the Commercial Community Zone regulations are attached hereto as **Exhibit D** and are incorporated herein by this reference. All uses, whether permitted or conditional in the Commercial Community Zone may only be established if Developer can demonstrate that the available parking is sufficient based on the required parking ratios of City Code Section 16.26.

- 5.2. Amenities. The Developer shall design and construct amenities on the Property as set forth in the Concept Plan. The tot lot will be completed prior to the City issuing all C/Os (certificate of occupancy) for the two adjacent buildings. If the tot lot is not complete due to weather or other inclement circumstance, the City will then obtain an improvement bond for the lot.
- 5.3. Architecture and Building Materials on Commercial Buildings. The Developer shall construct the commercial buildings depicted in the architectural renderings and elevations attached hereto as **Exhibit F**. In addition to any other applicable design standards in the City's Code, Developer shall construct the commercial buildings no taller than 30 feet with the exterior consisting of a thin brick veneer and some stone or faux stone veneer. Each of the two commercial buildings will have approximately 6,000 square feet of space with the aggregate not to exceed 12,000 square feet. Developer agrees to present final architectural elevations and building materials for the commercial buildings to the City's Architectural Review Committee for review and approval.
- 5.4. Architecture and Building Materials on Townhomes. The Developer shall construct the townhomes depicted in the architectural renderings and elevations attached hereto as **Exhibit F**. In addition to any other applicable design standards in the City's Code, Developer shall construct the townhomes no taller than 35 feet with the exterior consisting of fiber cement siding, stucco and brick veneer. Only the rooftop access enclosures for interior units may exceed the 35 feet height limit by bringing the highest point

of those units up to 39 feet at their highest point. The Townhomes will not have basements. Developer agrees to present final architectural elevations and building materials for the Townhomes to the City's Architectural Review Committee for review and approval.

5.5. Fences. Fences and all other public and private improvements will be constructed in conformity to City Code requirements.

5.6. Landscaping. Developer shall comply with the City's water efficiency standards and other applicable City landscaping requirements.

5.7. Parking. Developer shall provide a two-car garage and two-car driveway for each townhome unit as set forth in the Concept Plan and shall otherwise comply with all City requirements. Developer shall record a shared parking agreement between the residential dwellings and commercial buildings for the purpose of allowing the residents to use the commercial parking stalls after hours, on weekends, and on holidays observed by the occupants of the commercial buildings.

5.8. Setbacks. Building setbacks shall be as depicted in the Concept Plan.

5.9. Project Roads. All roads within the project will be privately constructed, privately owned and privately maintained in full compliance with City standards. Developer will dedicate all necessary public rights of way according to the City Code and City engineering standards.

6. **City Obligations**. City shall review development applications with respect to the Property in a timely manner, consistent with City's routine development review practices and in accordance with all applicable laws and regulations including Utah State Code § 10-6-160 *et seq.*

7. **Plat Language**. The final plat for the Project shall contain the following language in a note:

This plat is subject to that certain Development Agreement dated _____, by and between the City of South Jordan and J.L.Salt

Construction, Inc., dba: Dream Home Builders, including all provisions, covenants, conditions, restrictions, easements, charges, assessments, liens or rights, if any, created therein and recorded on _____ as Entry No. _____, in Book _____, at Page _____ of the Official Records of Salt Lake County.

8. **Minor Changes.** The Planning Department, after conferring with the City Manager, may approve minor modifications to the Developer Obligations which are necessary or advantageous in facilitating more desirable function and aesthetics of the Project.

9. **Vested Rights and Reserved Legislative Powers.**

9.1. **Vested Rights.** Consistent with the terms and conditions of this Agreement, City agrees Developer has the vested right to develop and construct the Project during the term of this Agreement in accordance with: (i) the R-M-PD Zone; (ii) the City Code in effect as of the Effective Date; and (iii) the terms of this Agreement.

9.2. **Reserved Legislative Powers.** Developer acknowledges that City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to City all of its police power that cannot be so limited. Notwithstanding the retained power of City to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights of Developer under this Agreement and with respect to use under the zoning designations as referenced in 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 City and Salt Lake County; and, unless in good faith 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.

10. **Term.** This Agreement 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 ten (10) years from its date of recordation in the official records of the Salt Lake County Recorder's Office.

11. **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 ten days before the date on which the change is to become effective:

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

If to Developer: J.L. Salt Construction, Inc.
 dba Dream Home Builders
 P.O. Box 970
 West Jordan, Utah 84084

12. **Mailing Effective.** Notices given by mail shall be deemed delivered seventy-two hours following deposit with the U.S. Postal Service in the manner set forth above.

13. **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.

14. **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.

15. **Authority**. The Parties to this Agreement represent 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 City warrant to each other that the individuals executing this Agreement on behalf of their respective Party are authorized and empowered to bind the Party on whose behalf each individual is signing. Developer represents to City that by entering into this Agreement Developer has bound all persons and entities having a legal or equitable interest to the terms of this Agreement as of the Effective Date.

16. **Entire Agreement**. This Agreement, together with the Exhibits attached hereto, documents referenced herein and all regulatory approvals given by 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.

17. **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 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.

18. **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.

19. **Governing Law**. The laws of the State of Utah shall govern the interpretation and enforcement of this 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.

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

21. **Attorney's Fees and Costs.** If either Party brings legal action either because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and court costs.

22. **Binding Effect.** The benefits and burdens of this Agreement shall be binding upon and shall inure to the benefit of the Parties 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.

23. **No Third Party Rights.** The obligations of Developer and 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.

24. **Assignment.** Developer may freely assign this Agreement, in which case the assignor or successor-in-interest shall be fully liable under this Agreement. Developer shall remain obligated for the performance of this Agreement until it receives a written release from the City. The City shall grant a written release upon a showing that the Assignee is financially and otherwise capable of performing the obligations of the Agreement.

25. **No Agency Created.** Nothing contained in this Agreement shall create any partnership, joint venture, or agency relationship between the Parties.

26. **Dispute Resolution.** In the event of a dispute regarding the meaning, administration or implementation of this Development Agreement the parties shall meet and confer and attempt to resolve the dispute. If this is unsuccessful the parties shall engage in formal mediation within thirty days of the unsuccessful meeting. The parties shall mutually agree upon a single mediator and Developer shall pay the fees of the mediator. If the dispute remains unresolved after mediation

the Parties may seek relief in the Third District Court for Salt Lake County, State of Utah.

27. **Table of Exhibits**. The following exhibits attached hereto and referred to herein are hereby incorporated herein and made a part of this Agreement for all purposes as if fully set forth herein:

Exhibit A	Legal Description of Property
Exhibit B	Concept Plan
Exhibit C	Zoning Map
Exhibit D	PD and CC Zoning Provisions
Exhibit E	Resolution R2023-25
Exhibit F	Approved Architecture, Elevations, Materials, and Design

[SIGNATURE PAGE FOLLOWS]

To evidence the Parties' agreement to this Agreement, each Party has executed it on the date stated under that Party's name, with this Agreement being effective on the date stated in Section 3.

CITY OF SOUTH JORDAN


Signature: _____

Print Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM


Gregory Simonsen (May 31, 2023 13:20 MDT)

Office of the City Attorney

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this ____ day of _____, 2023, personally appeared before me DAWN R. RAMSEY, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that she is the Mayor of the City of South Jordan and that said document was signed by her in behalf of the City of South Jordan by authority of its City Council, and DAWN R. RAMSEY further acknowledged to me that said Corporation executed the same.

NOTARY PUBLIC

DEVELOPER

J.L. SALT CONSTRUCTION, INC.

DBA DREAM HOME BUILDERS

Signature: _____

Print Name: _____

Title: _____

Date: _____

[Handwritten Signature]

JERRY L. SALT

PRESIDENT

5-31-23

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

On this 31 day of may, 2023, personally appeared before me Jerry Salt, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he is the Manager of J.L. Salt Construction, Inc. dba Dream Home Builders and that said document was signed by him in behalf of J.L. Salt Construction, Inc. dba Dream Home Builders by authority of its governing body, and Jerry Salt further acknowledged to me that he executed the same.

NOTARY PUBLIC



EXHIBIT A
(Legal Description for the Property)

27-22-201-020

BEG N 1621 FT & E 52.62 FT FR CEN SEC 22, T 3S, R 1W, SLM; E 305.98 FT M OR L; N 0°07'35" E 143.43 FT; W 305.98 FT M OR L; S 143.43 FT TO BEG. 1.0 AC M OR L. 9283-3137 9303-0070 9318-1978 9337-0277

27-22-201-028

BEG S 740 FT FR N 1/4 COR OF SEC 22, T3S, R1W, SLM; E 488.19 FT; S 0°07'35" W 140 FT; W 485.74 FT; N 140 FT TO BEG. LESS ST. 1.47 AC.

EXHIBIT B
(Concept Plan)



EXHIBIT C
(Zoning Map)

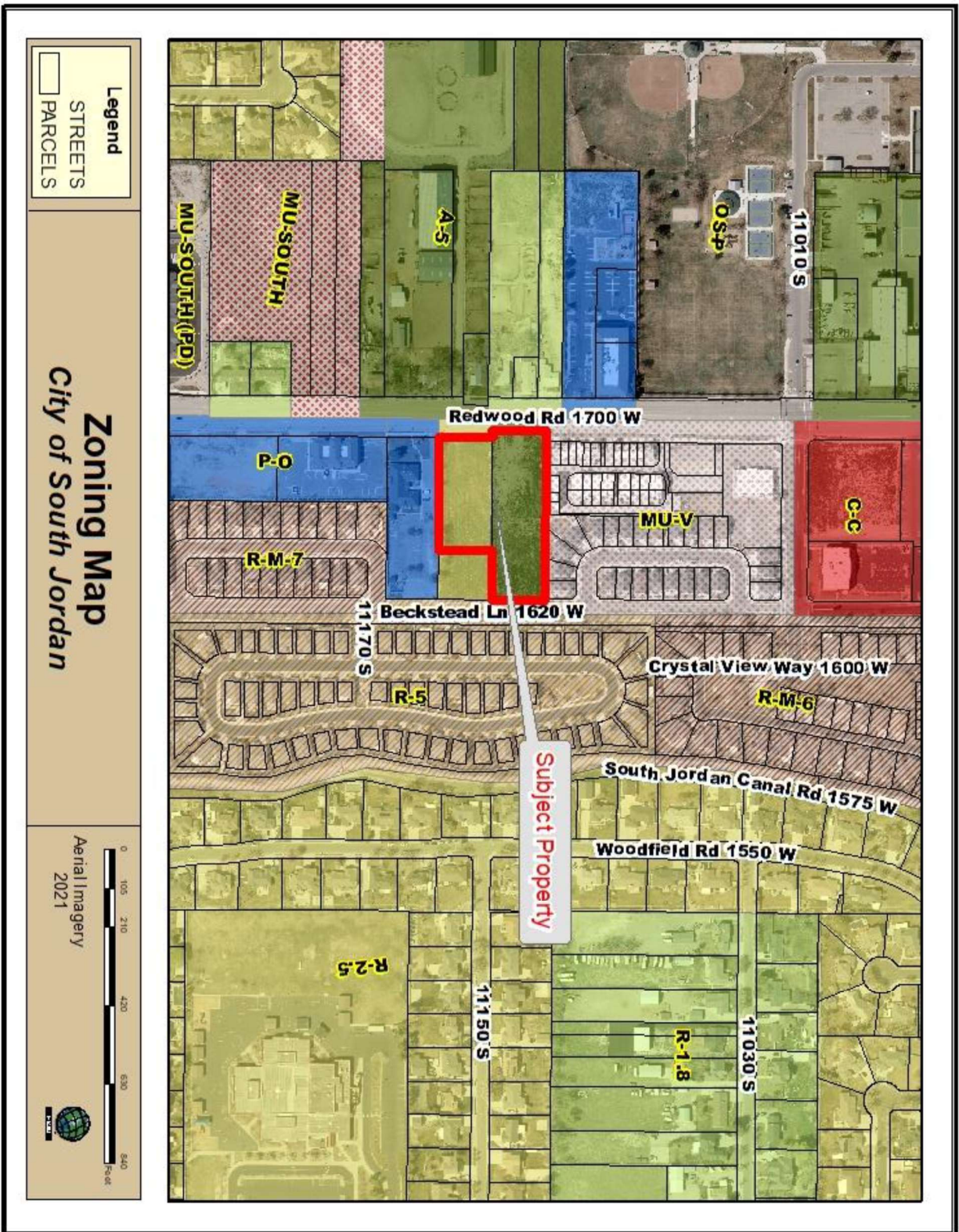


EXHIBIT D
(PD Zone Provisions)

17.130.050: PLANNED DEVELOPMENT FLOATING ZONE

17.130.050.010: PURPOSE

17.130.050.020: ESTABLISHMENT\

7.130.050.030: AMENDMENTS

17.130.050.010: PURPOSE

The purpose of the Planned Development Floating Zone (PD) is to allow for flexibility in the application of zoning regulations and development provisions of this title to advance a public interest through prescriptive requirements of a development plan and development agreement approved by the City Council. The PD may be applied to specific geographical areas ("districts") in circumstances that address a unique situation, confer a substantial benefit to the City, or incorporate design elements or a mixture of uses that represent a significant improvement in quality over what could otherwise be accomplished by standard zoning and development provisions. Such circumstances may include, but are not limited to: improvements in open space and amenities, environmental and resource preservation, tree and vegetation protection, slope accommodations, improved infrastructure efficiency, exceptional and innovative site or building design, increased public benefits, and complementary integrated land uses. The City Council shall consider the purpose of the base zone and the impacts on and from surrounding properties when approving a PD District.

(Ord. 2016-05, 5-3-2016)

17.130.050.020: ESTABLISHMENT

1. Procedure:

1. Concept: A concept plan, that includes a preliminary site layout, basic sketches of proposed buildings, and a general understanding of proposed uses, shall be submitted for City Council review. Applicants are encouraged to work with staff prior to application to achieve an understanding of the surrounding area, the purpose of the base zone, and the goals and policies of the City's general plan. The Council shall provide advisory comments and recommendation regarding the concept plan to assist in the preparation of the development plan according to subsection B of this section. No action will be taken by the Council, and comments and recommendations will not obligate, compel, or constrain future action by the Council.
2. Rezone: A PD District 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, except that the requirement for a conceptual plan in subsection 17.22.030D of this title shall be replaced with a development plan according to subsection B of this section. Except in those instances where the Applicant is the City of South Jordan the development plan shall be approved by development agreement in conjunction with the rezoning approval. If the Applicant is the City of South Jordan the development plan may be approved as part of the rezone without a development agreement.
3. Concurrent Site Plan Or Preliminary Subdivision (Optional): At the applicant's option and with the approval of the Planning Director, the applicant may submit a site plan application and/or preliminary subdivision application to be processed concurrently with a PD rezone. In the case of concurrent applications, Planning Commission approval of a concurrent site

plan and/or preliminary subdivision shall be contingent on the City Council's approval of the PD rezone. (Ord. 2016-05, 5-3-2016; amd. Ord. 2019-01, 3-5-2019)

2. Development Plan Requirements:

1. A written statement shall be provided that explains the intent of the proposal, explains how the PD provisions will be met, and identifies the requested revisions to standard zoning and development provisions.
2. A map and other textual or graphic materials as necessary to define the geographical boundaries of the area to which the requested PD District would apply.
3. A development plan shall also include:
 1. Site plan/conceptual subdivision plan;
 2. Circulation and access plan;
 3. Building elevations, materials, and colors;
 4. Landscape and open space plan;
 5. Signage plan;
 6. Lighting plan; and
 7. Allowed uses.

3. Prohibited:

1. Sexually oriented businesses shall not be allowed in a PD District where otherwise prohibited by this Code.
2. A PD District shall not be approved in the P-C Zone or Single-Family Residential Zones (R-1.8, R-2.5, R-3, R-4, R-5).

4. Effect Of Approval:

1. All of the provisions of this Code, including those of the base zone, shall be in full force and effect, unless such provisions are expressly waived or modified by the approved development plan and/or development agreement.
2. An approved PD District shall be shown on the zoning map by a "-PD" designation after the designation of the base zone district.
3. No permits for development within an approved PD District shall be issued by the City unless the development complies with the approved development plan. (Ord. 2016-05, 5-3-2016)
4. The Planning Director may authorize minor deviations from an approved development plan to resolve conflicting provisions or when necessary for technical or engineering considerations. Such minor deviations shall not affect the vested rights of the PD District and shall not impose increased impacts on surrounding properties. (Ord. 2016-05, 5-3-2016; amd. Ord. 2019-01, 3-5-2019)

5. Vested Rights:

1. A property right that has been vested through approval of a PD District shall remain vested for a period of three (3) years or upon substantial commencement of the project. A property right may be vested, or an extension of a vested property right may be granted, for a period greater than three (3) years only if approved by the City Council through an approved PD District. (Ord. 2016-05, 5-3-2016)
2. Substantial commencement shall be the installation of infrastructure, a building having started construction, or as determined by the Planning Director based on significant progress otherwise demonstrated by the applicant. A project that has not substantially commenced may, at the discretion of the property owner, develop according to the base zone. A project that has substantially commenced shall not deviate, in whole or in part, from the approved PD District, unless amended per section 17.130.050.030 of this section 17.130.050.

HISTORY

Amended by Ord. 2016-05 on 5/3/2016

Amended by Ord. 2019-01 on 3/5/2019

Amended by Ord. 2023-07 on 5/2/2023

17.130.050.030: AMENDMENTS

Any application to amend an approved PD District shall be processed as a zone text amendment, except that an application to extend the district boundaries shall be processed as a rezone. Except in those instances where the Applicant is the City of South Jordan any amendment to an approved PD District requires that the corresponding development agreement also be amended.

HISTORY

Amended by Ord. 2016-05 on 5/3/2016

Amended by Ord. 2023-07 on 5/2/2023

CHAPTER 17.60 COMMERCIAL ZONES

17.60.010: PURPOSE

17.60.020: DEVELOPMENT AND DESIGN STANDARDS

17.60.030: OTHER REQUIREMENTS

17.60.010: 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 commercial areas in the city. This chapter shall apply to the following commercial zones established in chapter 17.20, "Zone Establishment", of this title: C-N, C-C, and C-F zones. Uses may only be conducted in commercial zones in accordance with the regulations of this code. Allowed use (permitted and conditional), accessory use, temporary use, and other associated use regulations are found in chapter 17.18, "Uses", of this title.

1. C-N Zone: The purpose of the C-N zone is to provide areas where small scale commercial retail and service uses may be located to accommodate the daily needs of local residents and passing motorists. Uses should be harmoniously integrated with surrounding neighborhoods and impose minimal detriment resulting from traffic, lighting, noise, or other negative effects.
2. C-C Zone: The purpose of the C-C zone is to provide areas for large scale community or regional retail and service uses. These areas will generally be located near major transportation hubs but should be designed to buffer neighboring residential areas. Coordinated circulation, architecture and landscaping and a balance of uses should be incorporated in developments.
3. C-F Zone: The purpose of the C-F zone is to provide areas along the interstate freeway for major commercial uses that are both compatible with and dependent on freeway visibility and access. Developments should be generally upscale with attention given to coordination of traffic circulation and building placement. Developments should provide a pleasing and functional environment that represents the quality of life in the city and also enhances employment opportunities and the retail tax base of the city.

17.60.020: DEVELOPMENT AND DESIGN STANDARDS

1. Development Review: Uses proposed in commercial zones may only be established in conformance with the city's development review procedures. Applicants shall follow the procedures and requirements of this code regarding development review in the preparation and review of development proposals in commercial 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 allowed under state law.
2. Area Requirements: Commercial zones shall comply with the requirements in the area requirements table below. A C-N zone shall not be established when located within one-third (1/3) mile of another commercial zone (C-N, C-C, or C-F).

Zone	Minimum Zone Area (Acres) ¹	Maximum Zone Area (Acres) ¹	Minimum Project Area (Acres) ²	Minimum Lot Area (Acres)
C-N	1	10 ³	1	n/a
C-C	5	n/a	1	n/a
C-F	5	n/a	1	n/a

Notes

¹"Zone area" is defined as all contiguous lots or parcels that have the same zoning designation. A zone area intersected by a public right of way is considered as 1 zone area.

²"Project area" is defined as a development for which preliminary plat or site plan approval has been proposed or granted.

³A C-N zone area not traversed by a public right of way shall not exceed 5 acres.

3. Density: There is no restriction on the number of lots or parcels or the number of buildings on a lot or parcel, except as may be limited by other standards, regulations, or requirements of this title (planning and land use ordinance), in commercial zones.
4. Lot Width And Frontage: No minimum lot width is required for lots in Commercial Zones. Lots not fronting on a street must be accessible to the public via a recorded easement or right-of-way.
5. Yard Area: The following yard area requirements apply to lots or parcels in Commercial Zones:
 1. The following minimum yard area requirements apply to main and accessory buildings: (Ord. 2015-09, 12-1-2015)
 1. The required yard area for front, side, and rear yards shall extend a distance of twenty feet (20') away from and along a property line adjacent to the edge of a public right-of-way (back of sidewalk for a typical street cross section). An alternative edge line to be used for measuring the minimum yard area may be established where an atypical street cross section exists and when recommended by the Planning Director and approved by the Planning Commission. (Ord. 2015-09, 12-1-2015; amd. Ord. 2019-01, 3-5-2019)
 2. The required yard area for front, side, and rear yards shall extend a distance of thirty feet (30') away from and along a property line adjacent to a Residential or Agricultural Zone.

2. The minimum yard area requirement may be reduced, when the reduction does not violate clear vision requirements of this Code, in the following circumstances:
 1. The required yard area of subsection E1a of this section may be reduced from twenty feet (20') to ten feet (10') for buildings designed with a public entrance to the building that is oriented toward and directly connected to the adjacent right-of-way by a pedestrian walkway and the side of the building that is oriented to the right-of-way includes architectural elements that distinguish it as the primary pedestrian access to the building.
 2. Should an adjacent Residential or Agricultural zoned property have a future land use designation that is not residential or agricultural, the required yard area of subsection E1b of this section may be reduced if approved by the Planning Commission with site plan review.
3. The following may be projected into any required yard area in Commercial Zones:
 1. Fences and walls in conformance to City codes and ordinances.
 2. Landscape elements, including trees, shrubs and other plants.
 3. Minor utility or irrigation equipment or facilities.
 4. Decks not more than two feet (2') in height.
 5. Cornices, eaves, sills, planter boxes, stairways, landings, porches, decks or similar architectural features attached to a building that does not extend more than two feet (2') into a side yard area or four feet (4') into a front or rear yard area.
 6. Chimneys, fireplace keys, box or bay windows, or cantilevered walls attached to the building not exceeding 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.
6. Parking And Access: Parking areas and access in Commercial Zones shall comply with title 16, chapter 16.26, "Parking And Access", of this Code; chapter 17.18, "Uses", of this title; title 10, "Vehicles And Traffic", of this Code; and the following:
 1. Surface parking areas, except for approved street parking, shall not be located between a building and a public right-of-way on lots or parcels adjacent to a public right-of-way. This requirement shall only apply to one side of a lot or parcel that is adjacent to a public right-of-way on multiple sides.
 2. Surface parking areas, except for approved street parking, located within thirty feet (30') of a public right-of-way shall be screened by grading, landscaping, walls/fences, or a combination of these, to a height of three feet (3') above the surface of the parking area. (Ord. 2015-09, 12-1-2015)
 3. The Planning Director may approve an exception to the requirements of this subsection F if he or she determines that any of the requirements are not reasonably possible based on the unique characteristics of the site. (Ord. 2015-09, 12-1-2015; amd. Ord. 2019-01, 3-5-2019)
7. Fencing, Screening And Clear Vision: The fencing, screening and clear vision requirements of this section shall apply to all Commercial Zones: (Ord. 2015-09, 12-1-2015)
 1. 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 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. (Ord. 2017-22, 7-18-2017)

2. The boundary of a Commercial Zone that is not in or adjacent to a public right-of-way and that is adjacent to a Residential or Agricultural Zone shall be fenced with a six foot (6') high, decorative precast concrete panel or masonry fence as determined with development approval. A six foot (6') solid vinyl boundary fencing may be used in unusual circumstances such as when the Commercial Zone is adjacent to property which is master planned for nonresidential uses. A higher fence may be required or allowed in unusual circumstances. A building permit may be required for fences and walls according to applicable Building Codes. Other fencing or landscaping techniques may be used to buffer waterways, trails, parks, open spaces or other uses as determined with development approval.
3. No wall, fence or screening material shall be erected between a street and a front or street side building line in Commercial Zones, except as required by subsection G1 of this section.
4. Landscape materials within a Clear Vision Area shall comply with Section 16.04.200 (J).
8. Architecture: The following exterior materials and architectural standards are required in Commercial Zones:
 1. Applicants for development approval shall submit for site plan review architectural drawings and elevations, exterior materials, and colors of all proposed buildings. In projects containing multiple buildings, the applicant shall submit a design book that includes an architectural theme, features, exterior materials and colors governing the entire project.
 2. All building materials shall be high quality, durable and low maintenance.
 3. In the C-N Zone, exterior walls of buildings shall be constructed with a minimum of fifty percent (50%) brick or stone. The balance of exterior wall area shall consist of brick, stone, glass, decorative integrally colored block and/or no more than fifteen percent (15%) stucco or tile. Other materials may also be used for decorative accents and trim in the C-N Zone with development approval. Roofs in the C-N Zone shall be hipped or gabled with a minimum six to twelve (6:12) pitch.
 4. Exterior walls of buildings that are longer than sixty feet (60') in length shall have relief features at least four inches (4") deep at planned intervals.
 5. All sides of buildings shall receive design consideration.
 6. Signs shall meet requirements of title 16, chapter 16.36 of this Code and shall be constructed of materials that are consistent with the buildings that they identify.
 7. Buildings and structures in Commercial Zones shall not exceed the height shown in the maximum building height table below unless otherwise allowed in this title.

Zone	Main Building	Other Structures
C-N	35 feet	25 feet
C-C	35 feet	35 feet
C-F	No maximum	No maximum

8. The exteriors of buildings in Commercial Zones shall be properly maintained by the owners. (Ord. 2015-09, 12-1-2015)

9. Grading And Drainage: All developments shall be graded to comply with subsection 16.10.040E9 of this Code and as required by the Planning Department to provide adequate drainage. Buildings shall be equipped with facilities that discharge of all roof drainage onto the subject lot or parcel. (Ord. 2015-09, 12-1-2015; amd. Ord. 2019-01, 3-5-2019)
10. Landscaping: The following landscaping requirements and standards shall apply in Commercial Zones. Landscaping in Commercial Zones is also subject to the requirements of Title 16, Chapter 16.30, "Water Efficiency Standards," of this Code.
 1. The area of front, side, and rear yards along an adjacent property line and extending away from the property line a distance prescribed in the requirements of this subsection shall be landscaped with grass, trees, and other live plant material.
 1. The required yard landscape area for a yard adjacent to a residential or agricultural zone shall be not less than ten feet (10'), except that no yard landscape area is required when a yard area reduction has been approved according to subsection E2 of this section.
 2. The required yard landscape area for a yard adjacent to a public right of way shall be twenty feet (20'), except that no yard landscape area is required when a yard area reduction has been approved according to subsection E2 of this section.
 2. All areas of lots or parcels in commercial zones not approved for parking, buildings, or other hard surfacing shall be landscaped and properly maintained with grass, deciduous and evergreen trees, and other plant material in conjunction with a landscape plan for the development that has been designed and prepared by a landscape architect and approved by the planning commission.
 3. A minimum of one tree per five hundred (500) square feet, or part thereof, of required landscaped yard areas is required in commercial zones in addition to other trees required in this section. A minimum of thirty percent (30%) of required yard area trees shall be minimum seven foot (7') tall evergreens. Deciduous trees shall be minimum two inch (2") caliper. Deciduous and evergreen trees required in this section need not be equally spaced but shall be dispersed throughout the required yard areas on the site.
 4. All collector street and other public and private park strips in commercial zones shall be improved and maintained by the adjoining owners according to specifications adopted by the city unless otherwise allowed with development approval. Park strip trees shall not be planted within thirty feet (30') of a stop sign.
 5. Trees shall not be topped and required landscape areas shall not be redesigned or removed without city approval. Property owners shall replace any dead plant material in accordance with the requirements of this chapter and the conditions of site plan or plat approval.
 6. The following landscaping requirements shall apply to parking areas:
 1. Curbed planters with two inch (2") or larger caliper shade trees and other approved plant/landscape materials shall be installed at the ends of parking rows. Planters shall be at least five feet (5') wide.
 2. Shade trees shall be planted between double parking rows at minimum intervals of six (6) stalls and along single parking rows at minimum intervals of three (3) stalls and no farther than six feet (6') from the parking area. Shade trees are not required in parking rows which are adjacent to buildings.
 3. All landscaped areas adjacent to parking areas shall be curbed.

7. 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 areas so included and perpetually preserved may be counted toward required yard 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 written approval of any entity or agency having jurisdiction over said waterways.
 8. All required landscaping shall be installed (or escrowed due to season) prior to occupancy.
 9. All landscaped areas, including adjoining public right of way areas, shall be properly irrigated and maintained by the owners.
11. Lighting: The following lighting requirements shall apply in commercial zones:
1. Applicants for development approval shall submit a lighting plan, which shall include a photometric analysis.
 2. Site lighting shall adequately light all parking areas, walkways, and common areas. Site lighting shall be designed and/or shielded to prevent glare on adjacent properties.
 3. Lighting fixtures on private property shall be architectural grade and consistent with the architectural theme of the development.
 4. Lighting fixtures on public property shall be architectural grade and consistent with a streetlight design approved by the city engineer.

(Ord. 2015-09, 12-1-2015; amd. Ord. 2021-09, 5-4-2021)

HISTORY

Amended by Ord. 2022-16 on 12/6/2022

17.60.030: OTHER REQUIREMENTS

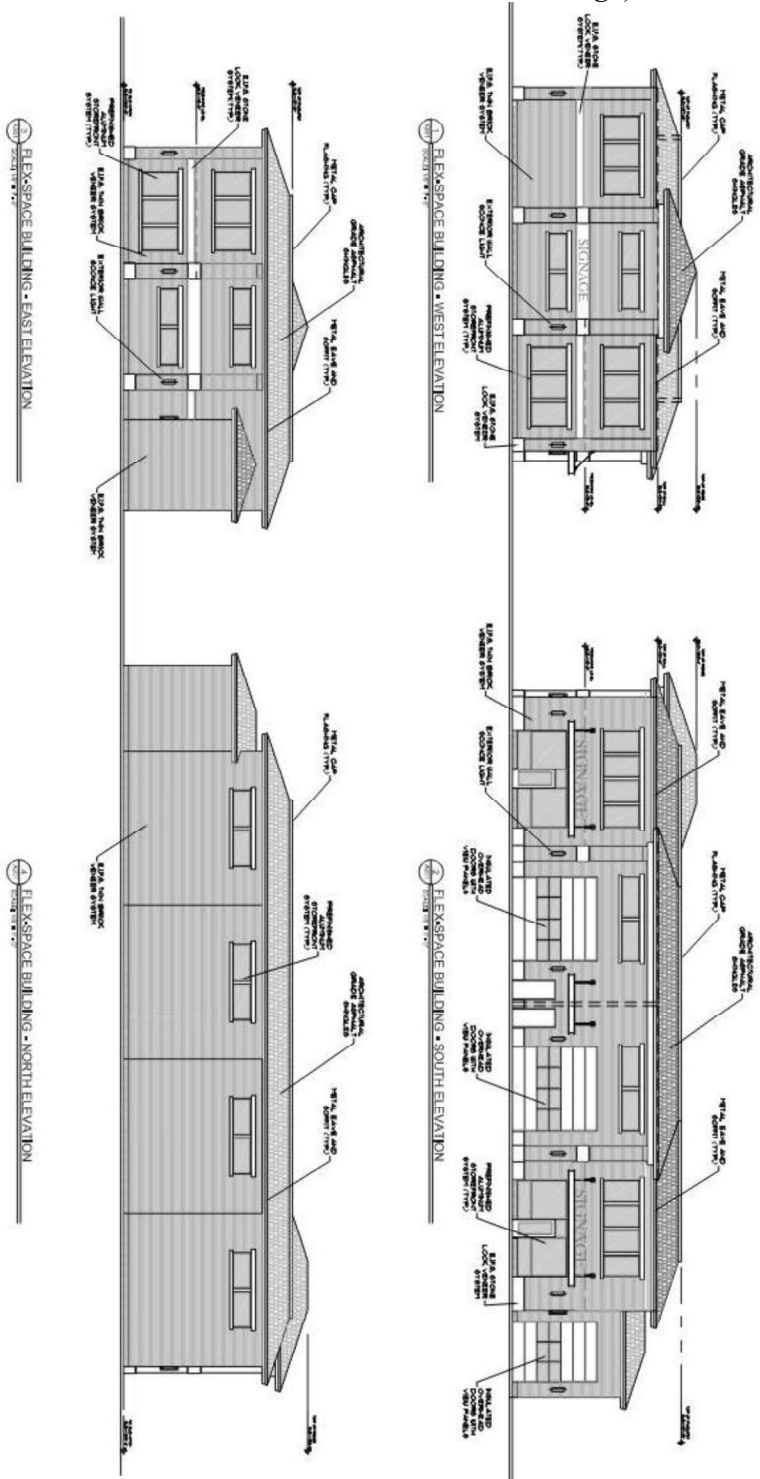
1. Private Covenants: The developer of a condominium project in a commercial zone shall submit a proposed declaration of covenants to the city attorney for review, including an opinion of legal counsel licensed to practice law in the state that the condominium meets requirements of state law, and record the covenants with the condominium plat for the project.
2. Maintenance: All private areas in developments shall be properly maintained by the property owners.
3. Easements: Buildings may not be located within a public easement.
4. Phasing Plan: Applicants seeking development approval of a phased project shall submit for review at the time of preliminary plat or site plan approval a project phasing plan. Development shall be in accordance with the project phasing plan unless the city approves a revised project phasing plan.
5. Nonconforming Lots Or Parcels: Nonconforming lots or parcels of land that legally existed or were created by a preliminary or final plat approval prior to the establishment of a commercial zone shall be brought into conformance with the requirements of this chapter prior to development.

(Ord. 2015-09, 12-1-2015; amd. Ord. 2016-05, 5-3-2016)

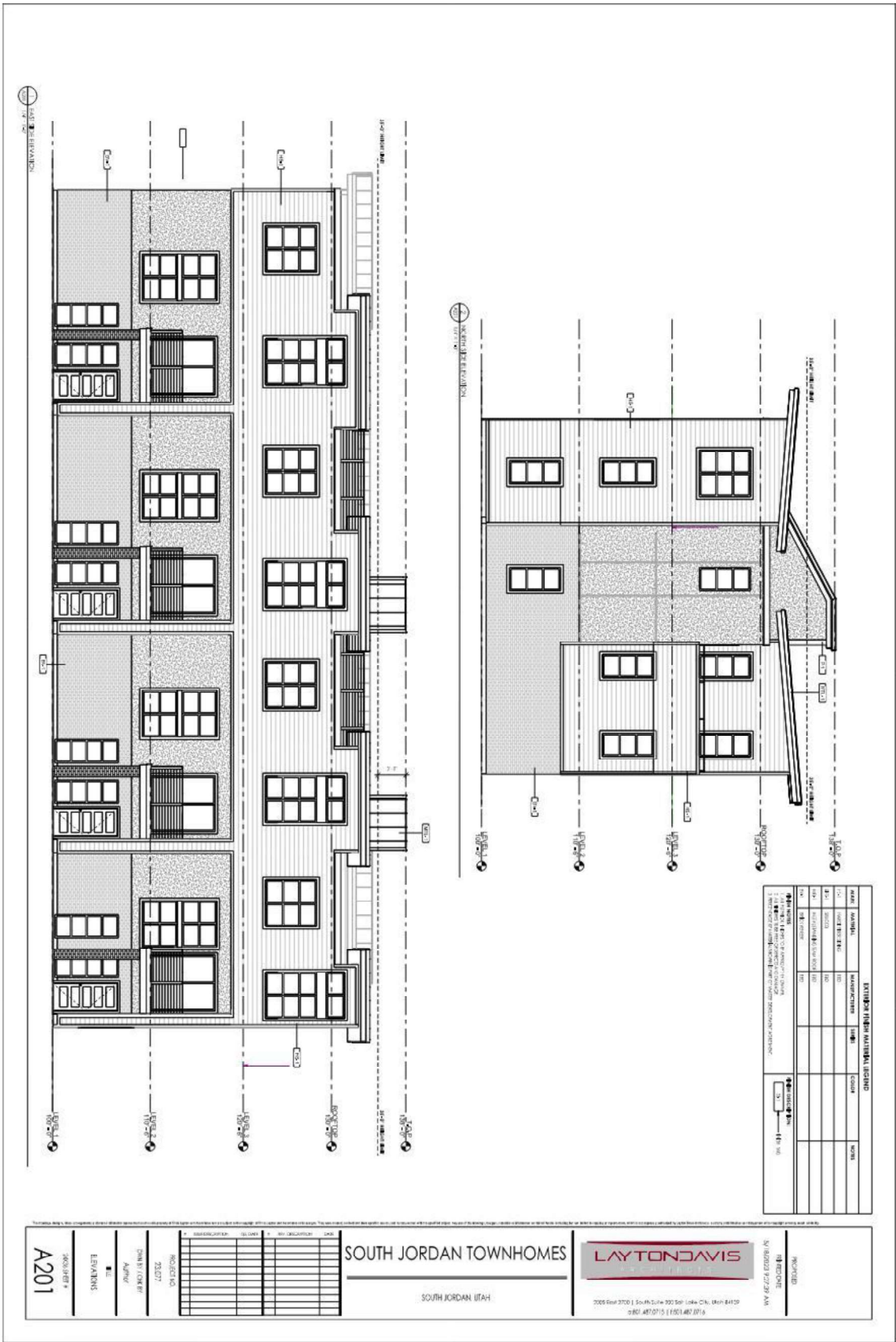
EXHIBIT E
(Resolution R2023-25)

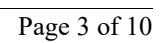
[TO BE INSERTED]

EXHIBIT F *(Approved Architecture, Elevations, Materials, and Design)*



<p>24X36 SHEET # A201</p>	<p>THE CONCEPTUAL FLEXSPACE ELEVATIONS</p>	<p>DWN BY: CMK BY CML</p>	<p>PROJECT NO 22006</p>	<p>CHRONOLOGIST</p>	<p>SO. JO. TOWNHOMES AND FLEX-SPACE 11111 SO. REDWOOD ROAD South Jordan, Utah</p>	<p>LAYTON DAVIS ARCHITECTS</p>	<p>2006 EAST 2700 SOUTH SUITE 200 SALT LAKE CITY, UTAH 84119 (760) 672-2715 WWW.LAYTONDAVISARCHITECTS.COM</p>	<p>POSTED DATE 03/14/2023</p>
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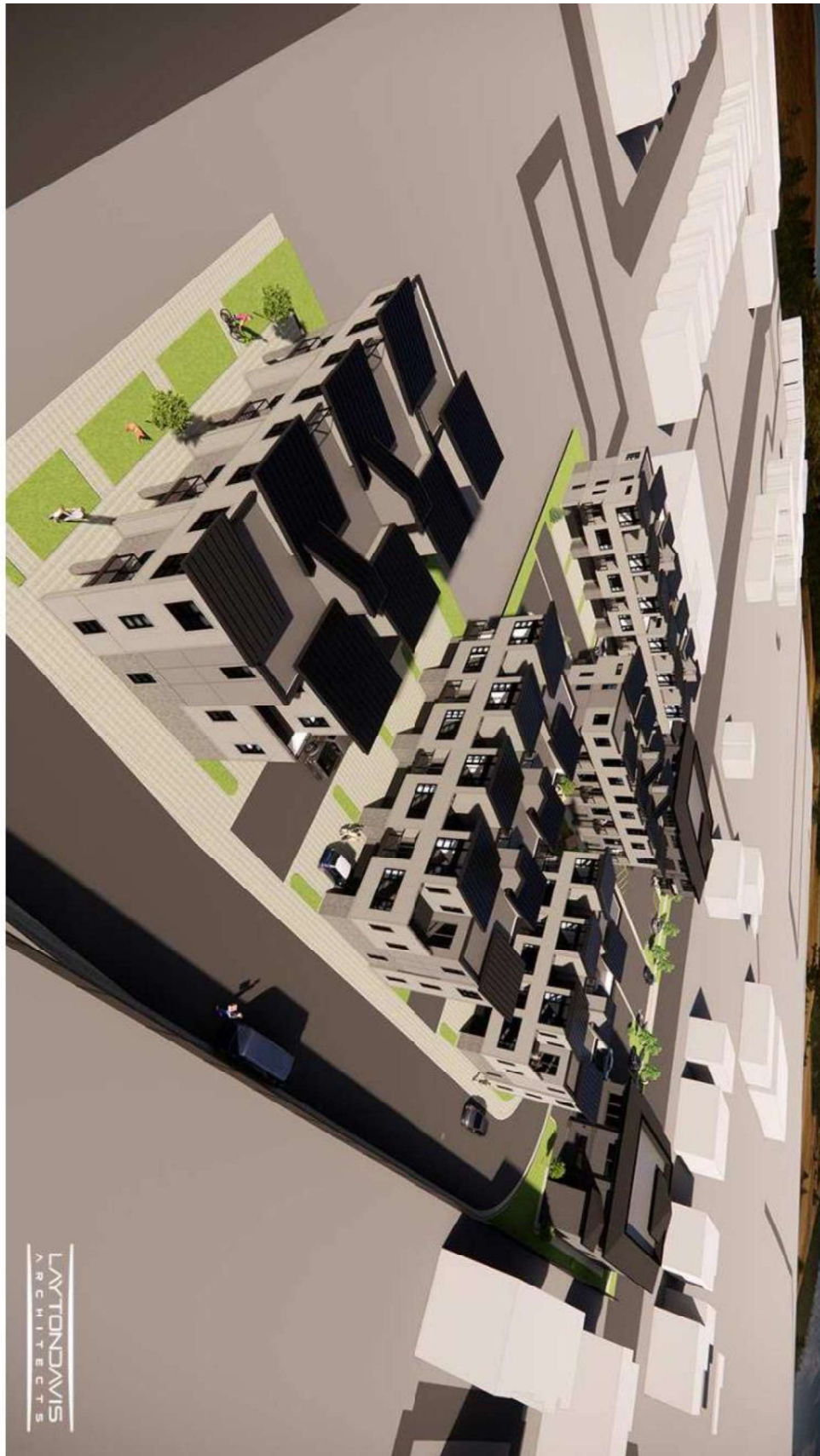






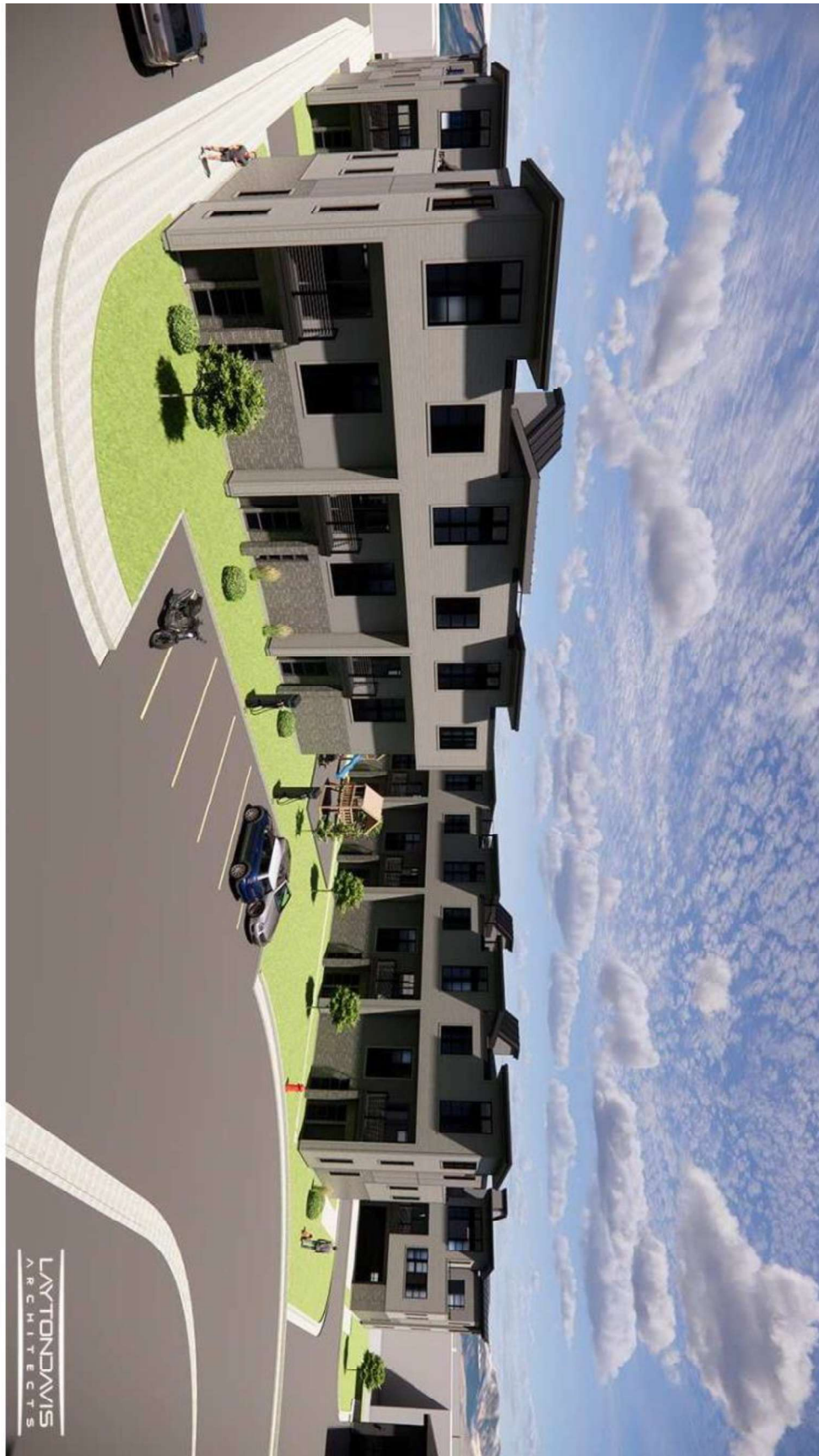


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