

## CITY COUNCIL AGENDA

Notice is hereby given that the Draper City Council will hold a **Business Meeting** on **Tuesday, April 29, 2014**, in the City Council Chambers at 1020 East Pioneer Road, Draper, Utah.

The Agenda will be as follows:

**5:00 p.m. RECORDS DENIAL APPEAL** – Stacie Powell Jacobson

**5:30 p.m. STUDY MEETING**

**1.0 Dinner**

**2.0 Budget Work Session.** Staff presentation by Bob Wylie.

**3.0 Council/Manager Reports**

**7:00 p.m. BUSINESS MEETING**

**1.0 Call to Order:** Mayor Troy Walker

**2.0 Comment/Prayer and Flag Ceremony** – Prayer will be offered by Monsignor Mayo of the Saint John the Baptist Parish.

**3.0 Citizen Comments:** To be considerate of everyone attending the meeting and to more closely follow the published agenda times, public comments will be restricted to items not listed on the agenda and limited to three minutes per person per item. A spokesperson who has been asked by a group to summarize their concerns will be allowed five minutes to speak. Comments which cannot be made within these limits should be submitted in writing to the City Recorder prior to noon the day before the meeting. Comments pertaining to an item on the agenda should not be given at this time but should be held until that item is called.

**4.0 Consent Items:**

- a. Approval of April 15, 2014, Minutes
- b. **Resolution #14-35**, Approving a Cooperative Agreement Between the Utah Department of Transportation and Draper City for the SR299(187); Salt Lake County Traverse Ridge Road Transfer Evaluation.
- c. **Agreement #14-20**, Approving the Amended Communities that Care Agreement.

**5.0 Public Hearing: Ordinance #1098**, Electronic Signs Text Amendment, for the Purpose of Allowing Electronic Signs on Commercially Zoned Property in Certain Areas of the City. Staff report by Keith Morey.

**6.0 Public Hearing: Ordinance #1096**, Amending the Zoning Ordinance by Adding Two New Zoning Categories Called R4 and R5. Staff report by Keith Morey.

### **PUBLIC HEARING PROCEDURE AND ORDER OF BUSINESS**

*In compliance with the American with Disabilities Act, any individuals needing special accommodations including auxiliary communicative aides and services during this meeting shall notify Rachelle Conner, MMC, City Recorder at (801) 576-6502 or [rachelle.conner@draper.ut.us](mailto:rachelle.conner@draper.ut.us), at least 24 hours prior to the meeting. Meetings of the Draper City Council may be conducted by electronic means pursuant to Utah Code Annotated Section 52-4-207. In such circumstances, contact will be established and maintained by telephone and the meeting will be conducted pursuant to Draper City Municipal Code 2-1-040(e) regarding electronic meetings.*

- 7.0 **Public Hearing: Ordinance #1097**, Ivory Homes is Requesting to Rezone 3.92 acres from RA1 to R3, Located at Approximately 491 E. Kimballs Lane. The Rezone Request is Linked to a Development Agreement that Would Permit Minimum Lot Size to be 9,000 Square Feet. Staff report by Keith Morey.
- 8.0 **Action Item: Ordinance #1099**, For Approval of an Amended Development Agreement for the South Mountain PUD. Staff report by Keith Morey.
- 9.0 **Action Item: Ordinance #1100**, Amending Section 6 of the Draper City Code Pertaining to the License Hearing Board. Staff report by Keith Morey.
- 10.0 **Adjournment**

SALT LAKE COUNTY/UTAH COUNTY, STATE OF UTAH

I, the City Recorder of Draper City, certify that copies of the agenda for the **Draper City Council** meeting to be held the **29<sup>th</sup> day of April, 2014**, were posted on the Draper City Bulletin Board, Draper City website [www.draper.ut.us](http://www.draper.ut.us), the Utah Public Meeting Notice website at [www.utah.gov/pmn](http://www.utah.gov/pmn), and sent by facsimile to The Salt Lake Tribune, and The Deseret News.

Date Posted:  
City Seal

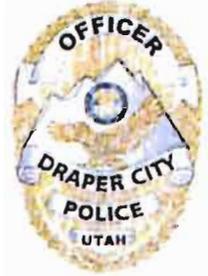


  
Rachelle Conner, MMC, City Recorder  
Draper City, State of Utah

Case# 2013-004971

# DRAPER CITY POLICE DEPARTMENT RECORDS REQUEST

1020 E Pioneer Rd  
Draper, Utah 84020  
(801) 576-6300



**Check all that apply.**

I would like to inspect (view free of charge) the records.

I would like to receive a copy of the records. I understand that I may be responsible for fees associated with copying charges or research charges as permitted by UCA 63-2-203. I authorize costs up to

\$                     

This report is Domestic Violence related wherein I am the victim.

If the records are not public, please explain why you believe you are entitled to access.

- I am the subject of the record.
- I am the person who provided the information.
- I am the parent of a minor, who is the subject of the report.
- Other: \_\_\_\_\_

*Denial Letter  
Sgt Kevin Korman  
told her no.  
she knows.*

LAST NAME: Powell FIRST: Stacie MI: \_\_\_\_\_

ADDRESS: 5657 W. Swift Creek Rd CITY: West Jordan ST: UT ZIP: 84081

DATE OF BIRTH: (MM/DD/YYYY) 1/24/74

DAYTIME PHONE#: ( ) \_\_\_\_\_ HOME#: ( ) \_\_\_\_\_

CELL #: (801) 988-1182 DATE OF REQUEST: 12/10/13

RECORDS REQUESTED: (case numbers, if possible): Copy of journal pages that are part of the case (either booked as evidence or attached as files to the case)

\*\*\*\*\*

### PLEASE READ THE FOLLOWING BEFORE SIGNING THIS REQUEST

Your request for records will be processed in accordance with the requirements of the Government Records Access Management Act (GRAMA) 63-2-101 etc. Seq., Utah Code. Your request will be handled as soon as reasonably possible, but may take up to ten business days to be granted.

The records that may be provided to you, subsequent to your request, may contain information that is classified as "Protected", and will be edited in accordance with GRAMA and may only be disclosed under certain circumstances. 63-2-2-2 (U.C.A)

Requestor's Signature: Stacie Powell Date: 12/10/13

\*\*\*\*\*

#### FOR DEPARTMENT USE ONLY - DO NOT WRITE IN THIS AREA

Determined Cost: \$ \_\_\_\_\_ Date Notified for Pickup: \_\_\_\_\_ Report(s): Mailed Faxed Will Pickup

Reviewed & Authorized by: \_\_\_\_\_

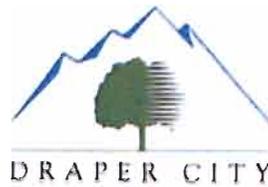
Request Denied (Restricted by & Reason) Private see attached

I.D. Paid \$ \_\_\_\_\_ Fee Waived by: \_\_\_\_\_ Date: \_\_\_\_\_

Report(s) released: \_\_\_\_\_

Clerk's Signature: \_\_\_\_\_ IBM# \_\_\_\_\_ Date: \_\_\_\_\_

Sent email to Newman & spoke  
with about journal pages. 12/13/13  
said he will have them scanned in



February 13, 2014

Stacie Powell Jacobson  
5657 W. Swift Creek Road  
West Jordan, UT 84081

*RE: Government Records Request Appeal*

Dear Stacie:

Thank you for taking the time to meet with me on February 4, 2014 to discuss your appeal of a denial of a records request to Draper City as provided for under the Government Records Access and Management Act (GRAMA). After meeting with you it is clear that you are going through a difficult personal situation. As I mentioned to you in our meeting however, my role in the appeal process is to determine if the Draper City Police Department's denial of your request was consistent with the Utah Code.

I have determined that the denial of your records request was the correct legal decision for the following reasons:

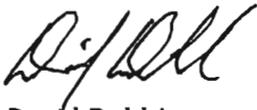
1. GRAMA specifies that "all records are public unless otherwise expressly provided by statute" (see Utah Code § 63G-2-201(2)). Records that are not public are designated as either "private," "protected," or "controlled" (see, Utah Code §§ 63G-2-302, -303, -304 and -305).
2. Records containing data on individuals the disclosure of which constitutes a clearly unwarranted invasion of personal privacy if properly classified are private (see Utah Code §63G-2-302(2)(d)).
3. Certain documents are not records within the meaning of GRAMA. For example, Utah Code § 63G-2-103(22)(b) states, "'Record' does not mean: (ii) a temporary draft or similar material prepared for the originator's personal use ...; (iii) material that is legally owned by an individual in the individual's private capacity; (ix) a daily calendar or other personal note prepared by the originator for the originator's personal use...."

The personal diary of a member of the public that has been provided to the police as part of a felony criminal investigation is not a record under the definition of GRAMA and will not be disclosed. It is material prepared for the originator's personal use, it is legally owned by an individual in her private capacity, and it is a series of personal notes prepared by the originator for the originator's personal use (see Utah Code § 63G-2-103(22)). Even if it is found to be a record within the definition of GRAMA, the diary is at least a private record not subject to disclosure because it contains data on individuals the disclosure of which constitutes a clearly unwarranted invasion of personal privacy (see Utah Code §63G-2-302(2)(d)).

You may appeal my decision to the State Records Committee, which must be done within 30 days of the date of this letter (see Utah Code § 63G-2-403). Please address your appeal to:

Susan Mumford  
346 S. Rio Grande  
Salt Lake City, UT 84101-1106  
Phone: (801) 531-3861  
E-mail: [smumford@utah.gov](mailto:smumford@utah.gov)

Sincerely,

A handwritten signature in black ink, appearing to read "D. Dobbins", written in a cursive style.

David Dobbins

Cc: Rachelle Conner  
Doug Ahlstrom  
DeAnn Murphy  
Bryan Roberts

Return to Agenda

CONSENT  
ITEM #A

**MINUTES OF THE DRAPER CITY COUNCIL MEETING HELD ON TUESDAY, APRIL 15, 2014, IN THE DRAPER CITY COUNCIL CHAMBERS, 1020 EAST PIONEER ROAD, DRAPER, UTAH.**

*“This document, along with the digital recording, shall constitute the complete meeting minutes for this City Council meeting.”*

**PRESENT:** Mayor Troy Walker, and Councilmembers Bill Colbert, Bill Rappleye, Jeff Stenquist, Alan Summerhays, and Marsha Vawdrey

**STAFF PRESENT:** David Dobbins, City Manager; Russ Fox, Assistant City Manager; Doug Ahlstrom, City Attorney; Rachelle Conner, City Recorder; Keith Morey, Community Development Director; Rhett Ogden, Recreation Director; Glade Robbins, Public Works Director; and Garth Smith, Human Resource Director

---

**Study Meeting**

**1.0 Presentation – Less Lethal Demonstration by the Draper City Police Department**

**2.0 Dinner**

[6:32:51 PM](#)

**3.0 Council/Manager Reports**

[6:33:33 PM](#)

3.1 Glad Robbins, Public Works Director, advised when Metro Water put their line through Akagi farms, they removed some landscaping. They gave money to the City for vouchers to replace the trees. That money was used to develop the landscaping along the trail; however, there is still a need for some landscape in the area of the water line. Some representatives that live in Akagi Farms have asked the City for help with this. Brad Jensen, Engineer, put together some cost estimates for doing this in three phases. Phase 1 would be the entrance, Phase 2 is further down, and Phase 3 is along the street.

David Dobbins, City Manager, indicated there was a settlement agreement between the City and Metro Water ten years ago where the City was given money to help with the landscape replacement. They used the money for a Tree Program so the people could come get trees. They did not do this portion of the property because it is a public street.

Mr. Robbins indicated Phase 1 would cost \$14,568, Phase 2 would be \$22,000, and Phase 3 would be \$48,000. The residents would like the City to at least do Phase 1 right now. It is not budgeted; however, the Council could look at adding that to the budget for this next fiscal year.

[6:36:44 PM](#)

- 3.2 Mr. Robbins then displayed a plan to connect 13400 South prior to starting the construction on 13200 South to help with the traffic. The City already owns the right-of-way. There would be two cherry trees that would have to be removed. The cost estimate is approximately \$100,000.

Mr. Dobbins clarified that this would just be opening the street. It would not be putting in curb, gutter, sidewalks, or anything else.

The general consensus of the Council was to go forward with this project.

Councilmember Summerhays indicated he is not in favor of doing this until there is a plan in place to finish it. Mr. Dobbins stated there is no money to finish it, so there is no plan to do it.

## **Business Meeting**

### **1.0 Call to Order**

[7:00:34 PM](#)

- 1.1 Mayor Walker called the meeting to order and welcomed those in attendance. He told the residents who had come to hear Item 6 that the Council would not be taking public comments on that item tonight; however, the City Council has decided not to construct the Public Works Substation at this time. The City Council will discuss the reallocation of those funds during the budget meetings. The funds will most likely be used for road repair projects. Mayor Walker then reviewed the meeting process for those present.

[7:04:03 PM](#)

### **2.0 Comment/Prayer and Pledge of Allegiance**

[7:04:12 PM](#)

- 2.1 The prayer was given by Pastor Paul Robie from the South Mountain Community Church.

[7:05:09 PM](#)

- 2.2 The pledge was led by Brady Sines.

### **3.0 Citizen Comments**

[7:06:20 PM](#)

- 3.1 Dave Mast, PO Box 1 Draper, indicated he recently came across some GRAMA infractions that he wanted to make the City aware of. When a contracted attorney was being deposed, the attorney said that he had instructed the City not to release documents that Mr. Mast had asked for. Mr. Mast said he wanted to advise the City to do a little investigation into what goes on behind

the scenes. Mr. Mast said he is tired of fighting with the City and would like to get things resolved, and he is encouraged with the new leadership and the direction they are going.

7:08:39 PM

3.2 Brady Sines, 1954 Longbranch Drive, thanked Mr. Fox for his presentation at the SunCrest Open house in reference to the Public Works Substation. Mr. Sines noted he is relieved that the City Council does not want to construct the building; however, the Mayor had commented that they were not going to build it at this time. Mr. Sines indicated he is representing the Traverse Ridge Special Service Coalition (TRSSC). The overall feeling of the neighbors is that they do not want the substation built. The TRSSC talked with over 600 households, and over 88 percent of the residents were not in favor of having it constructed. He presented a signed petition from those opposed to the substation.

7:10:43 PM

3.3 Hank Smith, 1451 Meadow Bluff Lane, stated there are seismic trenches by Deer Ridge Drive that have been there over ten years. He questioned whether the contractor for that project was bonded. He would like to see those trenches filled in. He said the SunCrest area needs more of a police presence up there. The call response time is slow, and he would like to see some patrols at night and on the weekends. He thanked the City for the job they are doing.

Councilmember Summerhays indicated he likes to go ride with the patrol officers at night. He did this last month, and they spent a lot of time in the SunCrest area. It was on a weekend night, and it was very uneventful. He just wanted Mr. Smith to be aware that the officers do patrol up there.

7:14:56 PM

3.4 James Alger, 14109 Senior Band Road, noted he has been holding neighborhood meetings at his home in reference to a proposed development on Towne Center Drive. The developers are willing to enter into a development agreement prior to this going to the City Council, and Mr. Alger is supportive of their plan.

7:18:16 PM

3.5 Kim Grant, 1942 Vista Ridge Court, noted on the south side of Maple Vista Trail, there is a great deal of rebar that is very dangerous. She said now that they know the substation is not going to be built, she would like to see a dog park built in the SunCrest area. She expressed her opinion that the proposed location for the substation would be a great place for this. A dog park would benefit the entire community.

7:19:58 PM

3.6 John Flint, 1925 East Eagle Crest drive, stated he is a disaster planner, and he is assuming the substation was proposed because the City saw a need for it. He indicated he would be happy to speak with the City about a different location for the substation and to give the City advice on the project.

7:21:07 PM

3.7 Brett Lamoreaux, 1953 Fielding Hill Lane, stated he would like to speak about the land the City recently purchased up in SunCrest that is not developed yet. He was under the assumption that the area would be open for multiuse. It has been shutdown to four-wheelers, dirt bikes, and any off road motor vehicle use. It also restricts fires and shooting in that area, which he agrees with due

to the proximity of the homes and the fire danger. He would like the City Council to open that area up to four-wheelers and dirt bikes.

Hank Smith indicated he lived up there for ten years and he remembers when it was open, and it was a problem. There were fire pits in the middle of the roadway, and people dumped appliances and other stuff.

[7:23:24 PM](#)

**4.0 Recognition: Draper Mayor's Youth Council – 2<sup>nd</sup> Place at the USU Leadership Conference**

[7:23:32 PM](#)

**4.1 Councilmember Stenquist advised the Youth Council is not present this evening. He moved to continue this item to another meeting. Councilmember Rappleye seconded the motion.**

[7:23:54 PM](#)

**4.2 A roll call vote was taken with Councilmembers Colbert, Rappleye, Stenquist, Summerhays, and Vawdrey voting in favor. The motion passed unanimously.**

[7:24:03 PM](#)

**5.0 Consent Items**

- a. Approval of April 1, 2014, Minutes.
- b. **Proclamation** – Arbor Day – April 26, 2014
- c. **Resolution #14-09**, Authorizing the Application for a Trail Grant for the Corner Canyon Creek/East Jordan Canal Trail.
- d. **Resolution #14-29**, Approving a Cooperation Agreement with Metro Water Board of Salt Lake and Sandy for Non-District Lands and interest in Lands for Storm Drain and Access Road Within the Salt Lake Aqueduct.
- e. **Resolution #14-30**, Amending the Personnel Policy Pertaining to Business Travel.
- f. **Resolution #14-31**, Appointing Janet Simonich to the Tree Commission.
- g. **Resolution #14-33**, Adopting the Storm Water Management Plan.

[7:25:05 PM](#)

**5.1 Councilmember Rappleye moved to approve the Consent Items. Councilmember Rappleye seconded the motion.**

[7:25:34 PM](#)

**5.2 A roll call vote was taken with Councilmembers Colbert, Rappleye, Stenquist, and Vawdrey voting in favor. Councilmember Summerhays voted no. The motion carried with a majority vote.**

[7:26:03 PM](#)

**6.0 Presentation: Results of the SunCrest Open House Pertaining to the SunCrest Public Works Substation.**

[7:26:03 PM](#)

6.1 Russ Fox, Assistant City Manager, reviewed the process used to let the residents know about the SunCrest open house that was held in reference to the Public Works Substation. He indicated there were over seventy people that attended the meeting. He displayed the results of the comments provided by the residents. The biggest concern was that it was not a good use of money. Mr. Fox noted he did commit to provide all of the comments to the group, which he did. The comments are public record.

[7:29:59 PM](#)

**7.0 Action Item: Consideration of Allowing an Irrigation Service Connection to the Land Owned by Michel Land LLC.**

[7:30:03 PM](#)

7.1 David Dobbins, City Manager, indicated staff is requesting the City Council continue this item to allow the Michel's to come up with different options.

[7:30:14 PM](#)

**7.2 Councilmember Summerhays moved to continue this item to a future meeting. Councilmember Rappleve seconded the motion.**

[7:30:23 PM](#)

**7.3 A roll call vote was taken with Councilmembers Colbert, Rappleve, Stenquist, Summerhays, and Vawdrey voting in favor. The motion passed unanimously.**

[7:30:31 PM](#)

**8.0 Action Item: Ordinance #1088, On the Request of Bryon Prince, Representing Ivory Development for Approval of a Development Agreement and a Zoning Map Amendment Changing the Zoning Designation From A5 to RM1 on 9.02 Acres at Approximately 12052 South 300 East. The application is otherwise known as the Smith Property Zone Change II – Zoning Map Amendment Request.**

[7:30:59 PM](#)

8.1 Keith Morey, Community Development Director, noted the City Council heard this application at the last meeting and allowed public comments. The development agreement has been approved by Ivory Homes as well as Draper staff, and it is representative of the project that was presented to the Council.

[7:32:05 PM](#)

8.2 Councilmember Summerhays asked whether staff spoke with someone at Juan Diego in reference to the parking. Mr. Morey noted they have talked about the parking problems in the past. This development will not cause more of a problem for this area.

Mr. Dobbins indicated he has spoken with Dr. Colosimo about the problems, and he is open to suggestions.

[7:33:10 PM](#)

**8.3 Councilmember Colbert moved to approve Ordinance #1088, approving a development agreement and a zoning map amendment by changing the zone designation from A5 to RM1 on property located generally at 12052 South 300 East. Councilmember Rappleye seconded the motion.**

[7:33:37 PM](#)

8.4 Councilmember Colbert commended the applicant and neighbors for working together to come up with a development that will work for this area. This addresses the concerns for the neighbors while still providing a great product.

[7:34:17 PM](#)

8.5 Councilmember Rappleye stated this is a much improved plan than the City Council saw earlier. It has less density with smaller lots and is a better transition for the area.

[7:34:45 PM](#)

**8.6 A roll call vote was taken with Councilmembers Colbert, Rappleye, Stenquist, Summerhays, and Vawdrey voting in favor. The motion passed unanimously.**

[7:34:58 PM](#)

**9.0 Action Item: Final Plat Approval for Draper Creekside Townhomes.**

[7:35:10 PM](#)

9.1 Mr. Morey stated this is the final approval for the Draper Creekside subdivisions. He displayed a map of the area and the site plan for the Council.

[7:35:52 PM](#)

**9.2 Councilmember Stenquist moved to approve the final plat for Draper Creekside Townhomes. Councilmember Rappleye seconded the motion.**

[7:36:27 PM](#)

**9.3 A roll call vote was taken with Councilmembers Colbert, Rappleye, Stenquist, and Summerhays voting in favor. The motion passed unanimously. Councilmember Vawdrey abstained from the vote because she voted on it as a Planning Commission member.**

[7:36:59 PM](#)

**10.0 Public Hearing: Approving Ordinance #1091 and 1092, for Approval of a Zoning Ordinance Text Amendment on Approximately 29.63 Acres at About 13392 South 200 West for the Purpose of Creating a Commercial Special District for Office and Retail Uses and a Request for Approval of a Zoning Map Amendment to Rezone the Same Property from DC (Destination Commercial) to CSD-DPOP (Draper Pointe Commercial Special District). The application is otherwise known as the *Draper Pointe CSD Zoning Text and Map Amendments Request.***

[7:37:44 PM](#)

10.1 Mr. Morey displayed an aerial map of the property. This group would like to build a Class A office park. He reviewed the standards for the zone and displayed possible elevations for the project. Some of the surrounding neighbors would like to have accessibility through the park. The developer looked at that, and it does not work with their configuration. The two accesses they will create off of Galena Boulevard will allow the residents to have access through the park. There is concern with the future UDOT project; however, that is a separate issue and should not be considered with this request.

[7:43:02 PM](#)

10.2 Councilmember Stenquist asked whether there is a building height limitation in the CSD zone. Mr. Morey indicated the CSD allows whatever height the City Council wants. They are proposing six stories.

[7:43:41 PM](#)

10.3 Mr. Dobbins noted the City Council purchased property from the developer on 13490 to build Vista Station Boulevard. It was very expensive for the City. The City would love to find connections where they can; however, the City does not have the funds to do what the neighbors would like them to do.

Mr. Morey indicated the cost would be approximately \$3-5 million to purchase the property and construct the road.

[7:45:27 PM](#)

**10.4 Mayor Walker opened the public hearing.**

[7:45:42 PM](#)

10.5 James Thelin, 13052 Green Clover Road, noted he lives on Green Clover Road, which is in an agricultural district. This development will cause traffic to go into his residential neighborhood. He would like the entrances placed in areas that will not draw traffic to the residential areas. He said he has children and the additional traffic concerns him. He asked the City Council to be careful with the planning and care about this neighborhood.

[7:48:45 PM](#)

10.6 Landon Christensen, 452 West Amber Glow Lane, noted he lives in the neighborhood north of here. The UDOT changes are not an issue here, but he would like to work with the Gardner Company to come up with a better access. He expressed appreciation to the Gardner Company for the changes they have made to mitigate the impact on the neighborhood. However, there are still solutions they can look at. They can look at changing parking or other things to make a change.

[7:52:01 PM](#)

10.7 BJ Thompson, 432 West Amber Glow Lane, said he heard that this whole land becomes worthless if they put the road there. He does not see why the City would have to purchase

the land. The developer can still use the land even if the employees have to cross the street to park.

7:53:19 PM

10.8 Shawn Benjamin, 360 West 13165 South, displayed a map showing the current configuration for neighbors leaving their subdivision to get to I-15. It is about one mile. He advised the new interchange UDOT is proposing will be 1.5 miles away. This concept plan gives an intent of what the developer plans to do. This site plan keeps the neighbors from accessing the shorter road. He presented a cost breakdown for the vehicle trips and homes in the area. It costs the neighbors approximately \$900 additional each year. This is an opportunity to mitigate that cost. He proposed having an additional access to the left.

7:56:44 PM

10.9 Mark Murdock, applicant, stated they are excited about his project. When they looked at buying this parcel, they viewed it as a multiuse project, and this is the perfect spot for a mixed use development. They have signed with one tenant for 75,000 square feet, and they are ready to get going. They are trying to create a nice landscaped area. Mr. Murdock went on to describe their plans for the area. He then explained why putting the road through does not work for them, which included:

- 1800 Contacts said they will not go there if there is a cutoff
- Safety
- Traffic study showed Galena Park is designed to have 10,000 vehicles per day and right now they are only using 10 percent of the road capacity
- They understand that UDOT is doing something that causes a problem for the neighbors, but they cannot do anything about that.

John Bankhead, Gardner Company, stated he was the developer for the Adobe project. About eight months ago they had a pedestrian accident because a Lehi resident was cutting through the parking area. They have had to add stop signs and speed bumps. That is one of the concerns they are hearing from perspective tenants.

Mr. Murdock indicated Draper updated their Transportation Master Plan in 2011, and this road was not included. The total investment they are making to Draper is approximately \$80 million.

8:02:46 PM

**10.10 Mayor Walker closed the public hearing.**

8:02:49 PM

10.11 Councilmember Colbert said he admires the work they are doing; however, he would like them to facilitate better bicycle and transit connections due to the close proximity of the FrontRunner station.

Mr. Murdock explained they totally agree with that. They own three locations right next to Trax stations, but the Code requires 6 stalls per 1,000 square feet. In this park, their

long range goal is to have bicycle parking in front of all the buildings and to have a simple buss system to travel to all of the buildings.

Councilmember Colbert indicated he would like to see more buildings here if they change their paradigm and move towards a more transit use.

Mr. Bankhead stated they do have a plan to add an additional building to the center of the site if the requirements change. Running east to west from 200 West to Vista, they have a six-foot wide paved sidewalk. They will have crosswalks from each building to connect to the main sidewalk, and around the perimeter they will have pedestrian bike paths to get to Vista Station and over to the FrontRunner as easily as possible. They will have a walking path that the residents can use. They are encouraging their tenants to use transit. Each of the buildings has a shower facility to encourage bike use as well.

[8:07:12 PM](#)

10.12 Mr. Dobbins stated the Long Range Master Plan for the transportation system contemplates 200 West going through the power corridor to the north and up to 12300 South. That is where they were anticipating getting traffic from north to south. They had active discussions during the Legislative Session to get funds to complete that project.

[8:07:54 PM](#)

**10.13 Councilmember Colbert moved to suspend the rules. Councilmember Rappleye seconded the motion.**

[8:08:08 PM](#)

**10.14 A roll call vote was taken with Councilmembers Colbert, Rappleye, Stenquist, Summerhays, and Vawdrey voting in favor. The motion passed unanimously.**

[8:08:19 PM](#)

**10.15 Councilmember Colbert moved to approve Ordinance #1091 and 1092, for approval of a zoning ordinance text amendment on approximately 29.63 acres at about 13392 South 200 West for the purpose of creating a Commercial Special District for Office and Retail Uses and a request for approval of a zoning map amendment to rezone the same property from DC to CSD-DPOP. Councilmember Rappleye seconded the motion.**

[8:08:35 PM](#)

10.16 Councilmember Colbert stated this furthers the vision the City has had for this area, and he wishes they had more of this. He expressed appreciation for their vision and likes the concept of making the area more transit friendly. There is an opportunity for more density in the future as people catch the vision of transit. This will be a benefit to the community and helps Draper in their long-term plans to increase development in the TOD area.

[8:09:32 PM](#)

10.17 Councilmember Rappleye thanked the neighbors for the work they did. He said he knows it is disappointing sometimes. When he moved into his home, his street was a dead end. It is not anymore. Now there is a high school there. It is not as bad as he thought it would be. He expressed appreciation to the Gardner Company for the work they have done on the site. The landscaping buffer is significant. Councilmember Rappleye stated he does not like UDOT's plan for Bangerter, but he cannot change that.

[8:11:14 PM](#)

10.18 Councilmember Stenquist expressed appreciation to those that came out for this item. This action will be replacing a destination commercial zone with this CSD zone. The DC zone brings in large big boxes and movie theaters, which could cause more impact on the neighborhood. This project will not have that much of an impact. This use makes a better neighbor. He agreed that it makes sense to have a road there, but this situation makes it difficult to accomplish that. The advantage is that it will detract people from cutting through the neighborhoods. He thanked the developers for their efforts.

[8:14:47 PM](#)

10.19 Councilmember Vawdrey advised she agrees with the comments of the other Council Members. This is a very nice project. She voiced gratitude for the civil discussion from the neighbors.

[8:15:24 PM](#)

**10.20 A roll call vote was taken with Councilmembers Colbert, Rappleye, Stenquist, Summerhays, and Vawdrey voting in favor. The motion passed unanimously.**

[8:15:43 PM](#)

**Mayor Walker indicated he is going to change the order of the agenda because the applicant has to get to the airport. He moved Item 12 ahead of Item 11.**

[8:16:18 PM](#)

**12.0 Public Hearing: Resolution #14-26, Declaring Property Located Generally at 15000 South SunCrest Drive as Surplus Property.**

[8:16:18 PM](#)

12.1 Glade Robbins, Public Works Director, showed where this property is located on an overhead map. This resolution will declare 2.74 acres of public property as surplus in exchange for the receipt of 1.47 acres of real property immediately adjacent to existing Draper City open space and approximately 3.75 acres of slope, public utility, and drainage easements to construct and maintain and access road to a regional detention facility and other City open space property within Corner Canyon Regional Park. The properties are considered equal in value based on the size, location, and anticipated uses of the property. Mr. Robbins then gave a brief history of this property and the proposed uses.

[8:18:22 PM](#)

**12.2 Mayor Walker opened the public hearing.**

[8:18:35 PM](#)

12.3 Denver Snuffer, 10885 South State Street, indicated there is a lot of history that precedes this request. The City believes this property exchange is an equivalent value, and the owner believes it is to the benefit of the City. However, it solves problems that exist for the area up there by providing access and storm coverage.

[8:20:22 PM](#)

**12.4 Mayor Walker closed the public hearing.**

[8:20:31 PM](#)

**12.5 Councilmember Stenquist moved to suspend the rules. Councilmember Rappleye seconded the motion.**

[8:20:41 PM](#)

**12.6 A roll call vote was taken with Councilmembers Colbert, Rappleye, Stenquist, Summerhays, and Vawdrey voting in favor. The motion passed unanimously.**

[8:20:49 PM](#)

**12.7 Councilmember Stenquist moved to approve Resolution #14-26, by declaring property located generally at 15000 South SunCrest Drive as Surplus Property. Councilmember Rappleye seconded the motion.**

[8:21:06 PM](#)

12.8 Councilmember Stenquist stated this will help facilitate some exchange of land that will allow both the City and property owner to move forward and hopefully put some litigation behind them.

[8:21:27 PM](#)

12.9 Councilmember Rappleye stated after many hours of study and contemplation, they have come up with something that will solve the many issues they have talked about over the years.

[8:21:47 PM](#)

**12.10 A roll call vote was taken with Councilmembers Colbert, Rappleye, Stenquist, Summerhays, and Vawdrey voting in favor. The motion passed unanimously.**

[8:22:09 PM](#)

**11.0 Public Hearing: Approving a Plat Amendment for Cove in Corner Canyon Lot 7.**

[8:22:20 PM](#)

11.1 Mr. Morey displayed the aerial map of the property. There is an issue with a non disturbance area and a retention wall that needs to be repaired. The intent is to amend the

plat to remove the non disturbance area designation so they can repair the wall. It has been made clear to the applicant that they cannot touch the wall outside of their property line as it would cause more of a problem.

[8:24:22 PM](#)

11.2 Councilmember Colbert asked why the wall was put on City property. Mr. Morey indicated he does not know the history.

[8:24:51 PM](#)

11.3 Councilmember Stenquist stated it looks like the limited disturbance line extends to the adjacent property as well. He questioned whether they are removing it from the other property too. Mr. Morey replied they are only removing it from lot #7. It is his understanding that the issue does not extend beyond this property.

[8:25:36 PM](#)

**11.4 Mayor Walker opened the public hearing.**

[8:25:45 PM](#)

11.5 Steven Parker, 14239 Canyon Vine Cove, indicated he lives in this home, and he is the applicant. His home was built around 2005-07. It was foreclosed on in 2010, and he purchased the home in December of 2010. While doing his due diligence, he found that the wall was not built to specifications, and he met with City staff to try to work it out. The wall extends into the non disturbance area, so he needs that designation removed in order to fix the problem.

[8:28:37 PM](#)

**11.6 Mayor Walker closed the public hearing.**

[8:28:41 PM](#)

**11.7 Councilmember Rappleye moved to suspend the rules. Councilmember Stenquist seconded the motion.**

[8:28:57 PM](#)

**11.8 A roll call vote was taken with Councilmembers Colbert, Rappleye, Stenquist, Summerhays, and Vawdrey voting in favor. The motion passed unanimously.**

[8:29:09 PM](#)

**11.9 Councilmember Rappleye moved to approve the plat amendment for Cove in Corner Canyon Lot 7. Councilmember Vawdrey seconded the motion.**

11.10 Councilmember Summerhays left the meeting at 8:29 p.m.

[8:29:26 PM](#)

11.11 Councilmember Rappleye stated it is unfortunate that this happened. He wants to make sure the applicant knows the City appreciates that he is trying to make things right.

[8:30:29 PM](#)

11.12 Councilmember Stenquist said he is not sure he clearly understood the discussion about the wall that extends beyond City property. He asked whether the City provided a waiver on the encroachment. Mr. Dobbins explained they understood about the encroachment. The problem was that the removal of the wall would do more damage to the City's open space than it would to leave it there.

Councilmember Stenquist stated he would like to have some record for the property owner to show that he has been given a pass for this. With regard to the limited disturbance, the City determined a while back that there is not a good sound basis for those. He said he does not see a problem with removing it. However, he is not sure every single property owner has to come in separately to ask that it be removed. Mr. Dobbins stated staff can look to see how many are remaining to see if it makes sense to contact all of the property owners. In the motion, they could include language that states the City will provide a written notification to the property owner that the encroachment issue has been resolved.

[8:33:30 PM](#)

11.13 Councilmember Colbert asked what the liability is to the City if this wall collapses. Doug Ahlstrom, City Attorney, advised the area is open space and there is no maintenance within the open space. He recommended staff checks on it routinely to make sure it is not sliding down the hill. Ultimately, the City does not have the staff to maintain a wall that was not engineered or appropriately built.

Councilmember Colbert questioned whether the home owner purchased a hazard. Mr. Ahlstrom replied the stones are on City property and not his.

[8:34:39 PM](#)

**11.14 Councilmember Rappleye amended his motion to include the language proposed by Mr. Dobbins. Councilmember Vawdrey seconded the motion.**

[8:35:33 PM](#)

**11.15 A roll call vote was taken with Councilmembers Colbert, Rappleye, Stenquist, and Vawdrey voting in favor. The motion passed unanimously.**

[8:35:59 PM](#)

**13.0 Public Hearing: Providing Local Consent for a Full Service Restaurant Alcohol License for Oak Wood Fire Kitchen Located Generally at 715 East 12300 South #A.**

[8:36:18 PM](#)

13.1 Mr. Morey advised this is a request for a full service restaurant alcohol license. A full service license allows the restaurant to serve alcohol with food only, and alcohol sales cannot exceed thirty percent of gross sales. The alcohol preparation cannot be seen by the patrons. The applicant has met all of the requirements, so staff is recommending approval.

[8:38:07 PM](#)

13.2 **Mayor Walker opened the public hearing. No one came forward, so Mayor Walker closed the public hearing.**

[8:38:41 PM](#)

13.3 **Councilmember Rappleye moved to suspend the rules. Councilmember Vawdrey seconded the motion.**

[8:38:51 PM](#)

13.4 **A roll call vote was taken with Councilmembers Colbert, Rappleye, Stenquist, and Vawdrey voting in favor. The motion passed unanimously.**

[8:38:58 PM](#)

13.5 **Councilmember Rappleye moved to provide local consent for a Full Service Restaurant Alcohol License for Oak Wood Fire Kitchen. Councilmember Colbert seconded the motion.**

[8:39:27 PM](#)

13.6 **A roll call vote was taken with Councilmembers Colbert, Rappleye, Stenquist, and Vawdrey voting in favor. The motion passed unanimously.**

[8:39:38 PM](#)

14.0 **Action Item: Ordinance #1093, Amending Section 3-3-140 of the Draper City Municipal Code Pertaining to the Disposal of Surplus Property.**

[8:39:57 PM](#)

14.1 Kim Beck, City Treasurer, noted the current Code authorizes the City Council to approve the disposal of surplus property. Staff has been bringing every single item they have to the City Council for approval no matter how insignificant they are. In order to expedite the process, they are asking the City Council to amend the Code to allow staff to surplus property with a value less than \$2,500. Disposal will follow the normal process.

[8:41:31 PM](#)

14.2 Councilmember Colbert stated each computer might be worth \$100, he asked if the value is item specific or for a group of items. Ms. Beck replied it is based on each individual item. The City usually receives less than \$100 for the computers. The larger items will still be brought to the Council for approval.

[8:42:27 PM](#)

14.3 Mr. Dobbins indicated staff will still provide a list of the surplus item to the City Council. This will just expedite the process of getting the items to the auction.

[8:42:53 PM](#)

14.4 Councilmember Rappleye stated there is a technical college that rehabs the computers for low-income families. Staff is looking into providing some computers to them. It would be helpful for the Council to know about the surplus items prior to the auction. Mr. Dobbins stated staff will notify the Council prior to the auctions.

[8:43:51 PM](#)

14.5 **Councilmember Vawdrey moved to approve Ordinance #1093, by amending Section 3-3-140 of the Draper City Municipal Code pertaining to the surplus of property. Councilmember Rappleye seconded the motion.**

[8:44:12 PM](#)

14.6 **A roll call vote was taken with Councilmembers Colbert, Rappleye, Stenquist, and Vawdrey voting in favor. The motion passed unanimously.**

[8:44:23 PM](#)

15.0 **Action Item: Ordinance #1094, Amending Title 5 of the Draper City Municipal Code Pertaining to the Depositing of Checks.**

[8:44:38 PM](#)

15.1 Ms. Beck indicated the State Code requires that each officer shall deposit all public funds daily whenever possible and not later than three days after receipt. The current Draper Municipal Code has several places where it stipulates seven days. This change will allow the City Code to conform to State law. It affects eight different sections.

[8:45:55 PM](#)

15.2 **Councilmember Vawdrey moved to approve Ordinance #1094, by amending Title 5 of the Draper City Municipal Code pertaining to the depositing of checks. Councilmember Rappleye seconded the motion.**

[8:46:13 PM](#)

15.3 **A roll call vote was taken with Councilmembers Colbert, Rappleye, Stenquist, and Vawdrey voting in favor. The motion passed unanimously.**

[8:46:22 PM](#)

16.0 **Action Item: Resolution #14-34, Approving the Betterments Agreement for the I-15 Project.**

[8:46:34 PM](#)

16.1 Mr. Robbins advised UDOT is preparing a bid project to have the freeway widened from 12300 South to Lehi. As part of that, they are asking the City to participate in some betterments, which include:

- Landscape irrigation sleeve under the roadwork at 14600 South for future needs
- Artwork - \$20,000
  - This has not been decided, so it is being withheld at this time
- Widening and realignment of Minuteman
- Putting a sleeve under the freeway for an upgrade to the water line
- The City is having them replace the waterline when they widen Minuteman, which will be part of the upgrades to support the SunCrest development.

Mr. Robbins stated it is staff's recommendation that the Council approve this agreement.

[8:48:41 PM](#)

16.2 Mayor Walker asked what the holdup is with the artwork. Mr. Robbins noted they want the exact description of the artwork they want at this time, but the City does not have that yet. They can still do this at a later date.

Mr. Dobbins stated the contractor may propose something else during the bid process that the City can build upon. Staff will get back with the Council and let them know what that is.

[8:50:37 PM](#)

**16.3 Councilmember Rappleye moved to approve Resolution #14-34, which approves the Betterments Agreement for the I-15 Project. Councilmember Colbert seconded the motion.**

[8:51:21 PM](#)

**16.4 A roll call vote was taken with Councilmembers Colbert, Rappleye, Stenquist, and Vawdrey voting in favor. The motion passed unanimously.**

[8:52:46 PM](#)

**17.0 Action Item: Agreement #14-46, Approving the Construction Agreement for the 13200 South Widening Project – Phase 2.**

[8:52:58 PM](#)

17.1 Mr. Robbins noted staff has bid out the project for the 13200 South Widening Project. They received 5 bids, which ranged from \$1.7 million to \$1.315,154. The low bid was by ACME Construction, which did Phase 1 of this project. Because of the impact of closing Fort Street, they have included an incentive for reducing the number of days Fort Street is closed. There is a penalty if it is closed longer than 28 days.

[8:54:47 PM](#)

17.2 Councilmember Stenquist asked for the plan if this is approved. Mr. Robbins responded they have ten days to get all of the paperwork in line. They can start closing the road on June 5<sup>th</sup> after school is out.

[8:55:04 PM](#)

17.3 Councilmember Colbert stated they are looking at doing something with 13400 South, He questioned the timing for that. Mr. Dobbins noted the plan is to have 13400 South done before the road is closed.

[8:55:35 PM](#)

17.4 Councilmember Stenquist asked whether the City has right of occupancy on all of the properties. Mr. Ahlstrom advised they do not. They filed the condemnation actions, and they still have three properties they do not have occupancy on.

[8:56:00 PM](#)

**17.5 Councilmember Colbert moved to approve Agreement #14-46, which approves the Construction Agreement for the 13200 South Widening Project – Phase 2. Councilmember Rappleve seconded the motion.**

[8:56:13 PM](#)

**17.6 A roll call vote was taken with Councilmembers Colbert, Rappleve, Stenquist, and Vawdrey voting in favor. The motion passed unanimously.**

[8:56:38 PM](#)

**18.0 Adjournment to a Closed-Door Meeting to Discuss Litigation, Property Acquisition, and the Character and Professional Competence or Physical or Mental Health of an Individual.**

[8:56:57 PM](#)

**18.1 A motion to adjourn to a Closed-Door Meeting was made by Councilmember Stenquist and seconded by Councilmember Vawdrey.**

[8:57:13 PM](#)

**18.2 A roll call vote was taken with Councilmembers Colbert, Rappleve, Stenquist, and Vawdrey voting in favor. The motion passed unanimously.**

[Return to Agenda](#)

# CONSENT

## ITEM #B

# REQUEST FOR COUNCIL ACTION

<b>To:</b>	<u>Mayor &amp; City Council</u>
<b>From:</b>	<u>Troy Wolverton, City Engineer</u>
<b>Date:</b>	<u>May 27, 2014</u>
<b>Subject:</b>	<u>Resolution No. 14-35 A Resolution of the Draper City Council Approving a Cooperative Agreement Between the Utah Department of Transportation and Draper City for the S-R299(187); Salt Lake County Traverse Ridge Road Transfer Evaluation.</u>
<b>Committee Presentation:</b>	<u>N/A</u>
<b>Staff Presentation:</b>	<u>Troy Wolverton, City Engineer</u>
<b>RECOMMENDATION:</b> The City Council approve the agreement and authorize the Mayor to sign the Cooperative Agreement (Agreement #14-61) between Draper City and the Utah Department of Transportation	
<b>BACKGROUND AND FINDINGS:</b> Draper City has requested that the Utah Department of Transportation(UDOT) Region 2 consider transferring ownership and maintenance of Bangerter Parkway, Traverse Ridge Road, SunCrest Drive and Highland Boulevard to State ownership and maintenance. In response to Draper City's request, the UDOT Region 2 has caused to be prepared a Cooperative Agreement(Agreement #14-61) outlining the scope and fees associated with the completion of the Traverse Ridge Road Transfer Evaluation Study. The Consulting Engineers completing the Study will be Horrocks Engineers. The UDOT Region 2 has determined with Horrocks Engineers that the Study will cost \$12,000. Draper City is being asked to pay for fifty percent, or \$6,000 of the Study cost. Accordingly, the subject Cooperative Agreement has been brought forward for consideration.	
<b>PREVIOUS LEGISLATIVE ACTION:</b> N/A	
<b>FISCAL IMPACT: Finance Review:</b> <u>For</u> GL# 11-84-2401 Engineering Professional & Technical \$6,000	
<b>SUPPORTING DOCUMENTS:</b> <ul style="list-style-type: none"><li>• Resolution 14-35 Approval &amp; Authorization for the Mayor to sign Agreement #14-61</li><li>• Agreement #14-61 Cooperative Agreement attached as Exhibit "A"</li></ul>	

## RESOLUTION NO. 14-35

### **A RESOLUTION OF THE DRAPER CITY COUNCIL APPROVING A COOPERATIVE AGREEMENT BETWEEN THE UTAH DEPARTMENT OF TRANSPORTATION AND DRAPER CITY FOR THE S-R299(187); SALT LAKE COUNTY TRAVERSE RIDGE ROAD TRANSFER EVALUATION.**

**WHEREAS**, Draper City currently owns and maintains Bangerter Parkway, Traverse Ridge Road and SunCrest Drive between the Bangerter Highway/13800 South Intersection and the Draper City Limits in Utah County; and

**WHEREAS**, the naming of SunCrest Drive changes to Highland Boulevard at the Draper City/Highland City Limits and Highland Boulevard then terminates at State Route-92; and

**WHEREAS**, Draper City and the Utah Department of Transportation(UDOT) desire to study the potential transportation benefits of Bangerter Parkway, Traverse Ridge Road, SunCrest Drive and Highland Boulevard being transferred to the UDOT as a State Road; and

**WHEREAS**, the UDOT has caused to be prepared a Cooperative Agreement(Agreement #14-61) outlining the scope and fees associated with the completion of the S-R299(187); Salt Lake County Traverse Ridge Road Transfer Evaluation, hereinafter referred to as “Study”; and

**WHEREAS**, the UDOT has determined that the Study is estimated to cost \$12,000 and Draper City is expected to contribute fifty percent of that estimated cost being \$6,000.

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

**Section 1. Cooperative Agreement Approved.** The Draper City Council hereby approves that certain Cooperative Agreement between the Utah Department of Transportation and Draper City, which Agreement is attached hereto as Exhibit “A” and incorporated herein by reference. The Mayor of Draper City is hereby authorized to sign the agreement on behalf of the City.

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

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

**PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, ON THE \_\_\_ DAY OF MAY, 2014.**

ATTEST:

DRAPER CITY

\_\_\_\_\_  
Rachelle Conner  
City Recorder

By: \_\_\_\_\_  
Troy K. Walker  
Mayor

**Exhibit "A"**

S-R299(187); Salt Lake County  
Traverse Ridge Road Transfer Evaluation  
Cooperative Agreement between  
**UTAH DEPARTMENT OF TRANSPORTATION**  
And **DRAPER CITY**  
PIN 6729

**COOPERATIVE AGREEMENT**

**THIS COOPERTIVE AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as "**UDOT**", and **DRAPER CITY CORPORATION**, a Municipal Corporation of the State of Utah, hereinafter referred to as the "**City**",

WITNESSETH:

**WHEREAS**, the parties hereto desire to study the potential transportation benefit of Traverse Ridge Road located in Draper City, Salt Lake County, and presently a local road, being transferred to the jurisdiction of **UDOT** as a State Road; and

**WHEREAS**, **UDOT** will procure the services of Horrocks Engineers to conduct a transfer evaluation study regarding Traverse Ridge Road under the **UDOT** Project Number of S-R299(187) , PIN 6729, hereinafter referred to as the "Transfer Evaluation Study"; and

**WHEREAS**, the **City** has expressed the desire to contribute fifty percent (50%) of the cost of the Transfer Evaluation Study, estimated to be \$12,000.00, as described herein.

**NOW THEREFORE**, it is agreed by and between the parties hereto as follows:

(1) **UDOT** will procure a contract with Horrocks Engineers to conduct the Transfer Evaluation Study for the purpose of evaluating the transfer of Traverse Ridge Road, a local road located within the **City**, to the jurisdiction of **UDOT** as a State Road. A copy of the final Transfer Evaluation Study in its entirety shall be delivered to the **City** upon completion.

S-R299(187); Salt Lake County  
Traverse Ridge Road Transfer Evaluation  
Cooperative Agreement between  
**UTAH DEPARTMENT OF TRANSPORTATION**  
And **DRAPER CITY**  
PIN 6729

(2) The estimated cost of the Transfer Evaluation Study is \$12,000.00. The City shall participate in fifty percent (50%) of the cost of the Transfer Evaluation Study, estimated to be \$6,000.00.

**TOTAL ESTIMATED COST  
TO THE CITY IS \$6,000.00.**

(3) Upon execution of this Cooperative Agreement by the parties hereto, the City shall deposit the amount of \$6,000.00, under PIN 6729, with: UDOT Comptroller's Office, 4501 South 2700 West, PO Box 141510, Salt Lake City, Utah 84114-1510. The final amount of the City's participation shall be determined upon the completion of the Transfer Evaluation Study.

(4) It is anticipated that the Transfer Evaluation Study will be completed and final products delivered on or before August 30, 2014.

---

S-R299(187); Salt Lake County  
Traverse Ridge Road Transfer Evaluation  
Cooperative Agreement between  
**UTAH DEPARTMENT OF TRANSPORTATION**  
And **DRAPER CITY**  
PIN 6729

ATTEST:

DRAPER CITY CORPORATION, A  
Municipal Corporation of the State of  
Utah.

\_\_\_\_\_  
\_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

By \_\_\_\_\_  
\_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

(IMPRESS SEAL)

\*\*\*\*\*

RECOMMENDED FOR APPROVAL:

UTAH DEPT. OF TRANSPORTATION

By : \_\_\_\_\_  
Title      Project Manager  
  
Date \_\_\_\_\_

By: \_\_\_\_\_  
Title      Region Director  
  
Date \_\_\_\_\_

APPROVED AS TO FORM:

The Utah State Attorney General's  
Office has previously approved all  
Paragraphs in this Agreement as to  
Form.

By \_\_\_\_\_  
  
CONTRACT ADMINISTRATOR  
COMPTROLLER'S OFFICE  
Date \_\_\_\_\_

S-R299(187); Salt Lake County  
Traverse Ridge Road Transfer Evaluation  
Cooperative Agreement between  
**UTAH DEPARTMENT OF TRANSPORTATION**  
And **DRAPER CITY**  
PIN 6729

**COOPERATIVE AGREEMENT**

**THIS COOPERTIVE AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as “**UDOT**”, and **DRAPER CITY CORPORATION**, a Municipal Corporation of the State of Utah, hereinafter referred to as the “**City**”,

WITNESSETH:

**WHEREAS**, the parties hereto desire to study the potential transportation benefit of Traverse Ridge Road located in Draper City, Salt Lake County, and presently a local road, being transferred to the jurisdiction of **UDOT** as a State Road; and

**WHEREAS**, **UDOT** will procure the services of Horrocks Engineers to conduct a transfer evaluation study regarding Traverse Ridge Road under the UDOT Project Number of S-R299(187) , PIN 6729, hereinafter referred to as the “Transfer Evaluation Study”; and

**WHEREAS**, the **City** has expressed the desire to contribute fifty percent (50%) of the cost of the Transfer Evaluation Study, estimated to be \$12,000.00, as described herein.

**NOW THEREFORE**, it is agreed by and between the parties hereto as follows:

(1) **UDOT** will procure a contract with Horrocks Engineers to conduct the Transfer Evaluation Study for the purpose of evaluating the transfer of Traverse Ridge Road, a local road located within the **City**, to the jurisdiction of **UDOT** as a State Road. A copy of the final Transfer Evaluation Study in its entirety shall be delivered to the **City** upon completion.

S-R299(187); Salt Lake County  
Traverse Ridge Road Transfer Evaluation  
Cooperative Agreement between  
**UTAH DEPARTMENT OF TRANSPORTATION**  
And **DRAPER CITY**  
PIN 6729

(2) The estimated cost of the Transfer Evaluation Study is \$12,000.00. The **City** shall participate in fifty percent (50%) of the cost of the Transfer Evaluation Study, estimated to be \$6,000.00.

**TOTAL ESTIMATED COST  
TO THE CITY IS \$6,000.00.**

(3) Upon execution of this Cooperative Agreement by the parties hereto, the **City** shall deposit the amount of \$6,000.00, under PIN 6729, with: UDOT Comptroller's Office, 4501 South 2700 West, PO Box 141510, Salt Lake City, Utah 84114-1510. The final amount of the **City's** participation shall be determined upon the completion of the Transfer Evaluation Study.

(4) It is anticipated that the Transfer Evaluation Study will be completed and final products delivered on or before August 30, 2014.

---

S-R299(187); Salt Lake County  
Traverse Ridge Road Transfer Evaluation  
Cooperative Agreement between  
**UTAH DEPARTMENT OF TRANSPORTATION**  
And **DRAPER CITY**  
PIN 6729

ATTEST:

DRAPER CITY CORPORATION, A  
Municipal Corporation of the State of  
Utah.

\_\_\_\_\_  
\_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

By \_\_\_\_\_  
\_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

(IMPRESS SEAL)

\*\*\*\*\*

RECOMMENDED FOR APPROVAL:

UTAH DEPT. OF TRANSPORTATION

By : \_\_\_\_\_  
Title      Project Manager  
  
Date \_\_\_\_\_

By: \_\_\_\_\_  
Title      Region Director  
  
Date \_\_\_\_\_

APPROVED AS TO FORM:

The Utah State Attorney General's  
Office has previously approved all  
Paragraphs in this Agreement as to  
Form.

By \_\_\_\_\_  
  
CONTRACT ADMINISTRATOR  
COMPTROLLER'S OFFICE  
Date \_\_\_\_\_

[Return to Agenda](#)

# CONSENT ITEM #C

141771

Contract No.: AL13516C  
BHE14001

Log No.: 29175



### STATE OF UTAH CONTRACT

1. CONTRACTING PARTIES: This contract is between the following agency of the State of Utah:  
Department Name: Human Services Agency Code: 200 Division Name: Substance Abuse and Mental Health,  
referred to as (STATE and/or DHS/DSAMH), and the following CONTRACTOR:

<u>Salt Lake County Corporation</u>			
Name			
<u>2001 South State Street</u>			
Address			
<u>Salt Lake City</u>	<u>Utah</u>	<u>84190</u>	
City	State	Zip	

LEGAL STATUS OF CONTRACTOR

Sole Proprietor

Non-Profit Corporation

For-Profit Corporation

Partnership

Governmental Entity

Contact Person Jeff Smart Phone #801-468-2042 Email jlsmart@slco.org  
Vendor #50423C Commodity Code #95206000000

- 2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide:  
funding to assist a city to hire a "Communities that Care" (CTC) Coordinator.
- 3. PROCUREMENT: This contract is entered into with a Governmental Entity.
- 4. CONTRACT PERIOD: Effective date: 10/1/2013 Termination date: 09/30/2014 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): Contract to be reviewed annually for up to two additional years at the discretion of DHS/DSAMH through September 30, 2016. All payments under this contract will be completed within 90 days after the Termination Date.
- 5. CONTRACT COSTS: CONTRACTOR will be paid a maximum of \$10,000.00 for the current funding period for costs authorized by this contract. Additional information regarding costs: The payment rate and funding source for this contract are specified in the following table.

Service Title / Tracking Code	Funding Period	Funding Source / CFDA	Funding Amount
Communities that Care / CTC	10/1/13 - 9/30/14	SAPT / 93.959	\$10,000.00

- 6. ATTACHMENT A: State of Utah Standard Terms and Conditions  
ATTACHMENT B: Utah Department Of Human Services' Additional Terms And Conditions  
ATTACHMENT C: Scope of Work  
ATTACHMENT D: Cost Sheet  
**Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A, with the exception of paragraph 19, "Ordering and Invoicing" which shall be resolved in favor of Attachment B, "Billing Information".**
- 7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
  - a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
  - b. Utah State Procurement Code and Procurement Rules.

PLEASE RETURN TO:  
SALT LAKE COUNTY CONTRACTS  
2001 S. STATE ST. #N4500  
SALT LAKE CITY, UT 84190

Log # 29175

Department of Human Services' Contract between DHS/DSAMH and Salt Lake County

**141771**

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

**CONTRACTOR**

**STATE**

*See attached*

*Doug Thomas*

*1/7/14*

Contractor's Signature

Date

Doug Thomas Acting Director

Date

Division of Substance Abuse and Mental Health

\_\_\_\_\_  
Type or Print Name and Title

**RECEIVED AND PROCESSED:**

CONTRACT RECEIVED AND  
PROCESSED BY  
DIVISION OF FINANCE

JAN 13 2014

Sheri Witucki, Contract Analyst  
State Division of Finance

Date

<u>Ben Reaves</u>	<u>801-538-3946</u>	<u>801-538-4696</u>	<u>breaves@utah.gov</u>
Agency Contact Person	Telephone Number	Fax Number	Email

PLEASE RETURN TO:  
SALT LAKE COUNTY CONTRACTS  
201 S. STATE ST. #N4500  
SALT LAKE CITY, UT 84190

IN WITNESS WHEREOF, the parties execute this Agreement on the date first set forth above.

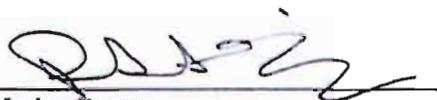
SALT LAKE COUNTY



\_\_\_\_\_  
Mayor or Designee

APPROVED AS TO FORM  
Salt Lake County District Attorney's Office  
By Mitchell Pelt  
Deputy District Attorney  
Date October 4, 2013

DEPARTMENT APPROVAL:



\_\_\_\_\_  
Salt Lake County  
Behavioral Health Services

**ATTACHMENT A: STATE OF UTAH TERMS AND CONDITIONS  
(For Governmental Entities)**

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63G-6, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** The Contractor and any and all supplies, services, equipment, and construction furnished under this contract will comply fully with all applicable Federal and State laws and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, and to sole sources that are included within a Request for Proposal. It does not apply to Invitation for Bids or to the Multi-Step Process.

**5.1 Status Verification System**

1. Each offeror and each person signing on behalf of any offeror certifies as to its own entity, under penalty of perjury, that the named Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws including UCA Section 63G-12-302.
2. The Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with applicable immigration laws including UCA Section 63G-12-302 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."
3. The State will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section.
4. Manually or electronically signing the Proposal is deemed the Contractor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws including UCA Section 63G-12-302.

**5.2 Indemnity Clause for Status Verification System**

1. Contractor (includes, but is not limited to any Contractor, Design Professional, Designer or Consultant) shall protect, indemnify and hold harmless, the State and its officers, employees, agents, representatives and anyone that the State may be liable for, against any claim, damages or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Subcontractor at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.
  2. Notwithstanding Section 1. above, Design Professionals or Designers under direct contract with the State shall only be required to indemnify the State for a liability claim that arises out of the design professional's services, unless the liability claim arises from the Design Professional's negligent act, wrongful act, error or omission, or other liability imposed by law except that the design professional shall be required to indemnify the State in regard to subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Design Professional, and includes all independent contractors, agents, employees or anyone else for whom the Design Professional may be liable at any tier.
6. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
  7. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.
  8. **INDEMNITY CLAUSE, GOVERNMENTAL ENTITIES:** Both parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this agreement shall be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Act. Nor shall this agreement be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this agreement is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions and will defend against any claims or lawsuit brought against it. There are no other indemnity obligations between these parties.
  9. **EMPLOYMENT PRACTICES CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
  10. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
  11. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by authorized persons of the parties hereto, and attached to the original signed copy of the contract. Automatic renewals will not apply to this contract.

12. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently or have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
13. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon sixty (60) days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
14. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.
15. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is 11736850-010-STC, located at <http://purchasing.utah.gov/contract/documents/salestaxexemptionformsigned.pdf>. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
16. **WARRANTY:** The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the Contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The Contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
17. **PUBLIC INFORMATION:** Contractor agrees that the contract, related Sales Orders, and Invoices will be public documents, and may be available for distribution. Contractor gives the State express permission to make copies of the contract, related Sales Orders, and Invoices in accordance with the State of Utah Government Records Access and Management Act (GRAMA). Except for sections identified in writing and expressly approved by the State Division of Purchasing, Contractor also agrees that the Contractor's response to the solicitation will be a public document, and copies may be given to the public under GRAMA laws. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
18. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.
19. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.
20. **PROMPT PAYMENT DISCOUNT:** Offeror may quote a prompt payment discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. Contractor shall list Payment Discount Terms on invoices. The prompt payment discount will apply to payments made with purchasing cards and checks. The date from which discount time is calculated will be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date will be the date of acceptance of the merchandise.
21. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. After 60 days from the date a correct invoice is received by the appropriate State official, the Contractor may assess interest on overdue, undisputed account charges up to a maximum of the interest rate paid by the IRS on taxpayer refund claims, plus two percent, computed similarly as the requirements of Utah Code Annotated Section 15-6-3. The IRS rate is adjusted quarterly, and is applied on a per annual basis, on the invoice amount that is overdue. All payments to the Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card).
22. **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
23. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.

24. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.
25. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
26. **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63G-6-1002, Utah Code Annotated, 1953, as amended).
27. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. Attachment A: State of Utah Standard Terms and Conditions; 2. State of Utah Contract Signature Page(s); 3. State Additional Terms and Conditions; 4. Contractor Terms and Conditions.
28. **ENTIRE AGREEMENT:** This Agreement, including all Attachments, and documents incorporated hereunder, and the related State Solicitation constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of this Agreement shall supersede any additional or conflicting terms or provisions that may be set forth or printed on the Contractor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Contractor that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of the State. The parties agree that the terms of this Agreement shall prevail in any dispute between the terms of this Agreement and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Agreement.

(Revision date: 16 Jan 2013)

**ATTACHMENT B  
UTAH DEPARTMENT OF HUMAN SERVICES' ADDITIONAL TERMS AND CONDITIONS  
"VENDOR" CONTRACTORS**

**BILLING INFORMATION:** For purposes of this contract, the following provisions shall take precedence over paragraph 19, "Ordering and Invoicing" in Attachment A: State of Utah Standard Terms and Conditions.

1. **BILLING FOR CONTRACT SERVICES:** To obtain payment for the services provided pursuant to this Contract, the Contractor shall submit to the STATE an itemized billing for its authorized services, together with the supporting documentation required for the reimbursement forms supplied by the STATE.
2. **BILLING DEADLINES:** DHS may delay or deny payment to the Contractor for billings or claims for services that do not meet the billing deadlines outlined below.
  - a. **Ongoing Billings:** The Contractor shall submit all billings and claims for services rendered during a given billing period within twenty (20) days after the last date of that billing period, EXCEPT that the Contractor shall submit all billings for services performed on or before June 30<sup>th</sup> of a given fiscal year pursuant to paragraph c. below.
  - b. **State Fiscal Year-End Billings:** The State Fiscal Year is from July 1st through June 30th. The Contractor shall submit all billings for services performed on or before June 30<sup>th</sup> of a given fiscal year no later than July 14<sup>th</sup> of the following fiscal year, regardless of the Contractor's billing period or the expiration or termination date of this Contract.
  - c. **Final Contract Billings:** The Contractor shall submit all final billings under this Contract within 14 days of expiration or termination of the Contract, regardless of the Contractor's billing period
3. **SUPPORTING DOCUMENTATION:** The Contractor shall maintain the documentation necessary to support the services and/or costs billed by the Contractor and shall submit such documentation with the billings if requested. The Contractor shall store and file required documentation in a systematic and consistent manner.
4. **QUESTIONED COSTS:** DHS may consider any billing by the Contractor to be a questioned cost if the billing is not supported by proper documentation verifying that the amounts billed for services provided or costs incurred pursuant to this Contract were actually provided or incurred in accordance with Contract provisions.
5. **OVERPAYMENTS AND AUDIT EXCEPTIONS:** If, during or after the contract period, an independent CPA audit or a fiscal review by the STATE determines that payments made by the STATE to the Contractor were incorrectly paid or were based on incorrect information from the Contractor, the Contractor may be required to repay the incorrect payments it received. The STATE shall also have the right to withhold any or all subsequent payments under this contract or under other contracts with the Contractor until the STATE fully recoups any payments to the Contractor determined to have been made incorrectly.
6. **LAPSING FUNDS:** Any funds not expended by the end of the funding period for which they were allocated shall lapse and the Contractor shall have no further claim to the same.

**Revised May 16, 2013**

## **ATTACHMENT C: SCOPE OF WORK**

The purpose of this Contract is to provide funding to the Contractor to subcontract with Draper City within the Contractor's Local Authority District to hire the Communities That Care (CTC) Coordinator. The CTC Coordinator shall be a Draper City employee and serve on the Contractor's Prevention Coalition. This funding is to be matched by both dollars and in-kind match using city and county revenue sources. The purpose of the contract is for incorporated cities to administer the Communities That Care system within their cities and to work with the Contractor to ensure CTC is being implemented as it is designed. These funds are primarily to be used for the CTC Coordinator position but Draper City may use a portion of these funds, with permission from the Contractor and the DHS/DSAMH program manager, to fund additional prevention activities as described in the CTC Model as found at [www.communitiesthatcare.net](http://www.communitiesthatcare.net).

### **1. The Contractor shall:**

- a. Assist municipalities within the Contractor's Local Authority District to establish the Substance Abuse and Mental Health Services Administration's (SAMHSA) Communities That Care system by:
  - (1) Providing CTC training, starting within one month of coordinator hire date and proceeding as outlined in the CTC planning model. Training reports shall be made available to DHS/DSAMH staff upon request and shall be included in the semi-annual reports.
  - (2) Monitoring the CTC Coordinator's performance to ensure fidelity to the CTC program guidelines. Annual checklists shall be kept on file.
  - (3) Providing semi-annual progress reports, due December 31 and June 30 of each year to the DHS/DSAMH program manager that shall include progress reports on the phases of CTC implementation.
- b. Enter into a contract with the municipality to hire a CTC Coordinator and ensure the following requirements are met:
  - (1) Ensure the CTC Coordinator is hired within the fiscal year of the contract period. The DHS/DSAMH program manager shall be notified when the Coordinator is hired.
  - (2) The CTC Coordinator shall be certified in the Western Regional Expert Team's (formerly Western Center for Applied Prevention Technology) Substance Abuse Prevention Specialist Training and CTC within 4 months of Coordinator hire start date. Contractor shall mail or fax a copy of the completion certificates to the DHS/DSAMH program manager within one month of the completion date.
  - (3) The CTC Coordinator shall serve on the Contractor's Prevention Coalition and work closely with the Contractor's Prevention Department in implementing the CTC process.

### **2. Reimbursement:**

- a. The Contractor shall submit monthly invoices to the DHS/DSAMH Program Manager for services in accordance with the terms and conditions in Attachments A and B of this Contract. The invoices shall include:
  - (1) A detailed description of the service required of the contractor within the scope of work of this contract that was rendered by the Contractor;
  - (2) Date(s) services rendered;

- (3) Contract number;
- (4) Contractor name;
- (5) Contractor's address for payment;
- (6) Contractor's phone number;
- (7) Contractor's signature; and
- (8) Expenses incurred by the Contractor as indicated by the line items in the attached Cost Sheet/Budget.

b. Invoices submitted by the Contractor to DHS/DSAMH without the required information will not be paid and shall be returned to the Contractor for completion.

**ATTACHMENT D:  
COST SHEET**

**141771**

**Salt Lake County Communities That Care  
BCM Log#: 29175  
October 1, 2013 – September 30, 2014**

<b>Category</b>	<b>Total Cost</b>	<b>Amount from State</b>	<b>Amount from City</b>	<b>Amount from County</b>
Salary and Benefits	\$24,000	\$8,000	\$8,000	\$8,000
Equipment, program supplies and other costs	\$3,000	\$1,000	\$1,000	\$1,000
Travel and Training expenses	\$3,000	\$1,000	\$1,000	\$1,000
<b>TOTAL</b>	<b>\$30,000</b>	<b>\$10,000</b>	<b>\$10,000</b>	<b>\$10,000</b>

ATWENT

10-12-13 10:35

10-12-13 10:35

DATE	TIME	LOCATION	STATUS
10-12-13	10:35	10:35	10:35
10-12-13	10:35	10:35	10:35
10-12-13	10:35	10:35	10:35
10-12-13	10:35	10:35	10:35
10-12-13	10:35	10:35	10:35

10-12-13 10:35 RCVD 

**AN INTERLOCAL AGREEMENT BETWEEN  
SALT LAKE COUNTY AND DRAPER CITY FOR  
COMMUNITIES THAT CARE**

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between Draper City, as a body politic of the State of Utah, hereinafter referred to as "DRAPER", and Salt Lake County, as a body politic of the State of Utah, through the County's Division of Behavioral Health Services, hereinafter referred to as "COUNTY".

WHEREAS, Utah Code Ann. §11-13-202 provides that any two or more public agencies may enter into an agreement with one another for joint or cooperative actions; and

WHEREAS, the COUNTY and DRAPER are "public agencies" as contemplated in Utah Code Ann. § 11-13-101, *et seq.* - Interlocal Cooperation Act; and

WHEREAS, the COUNTY and DRAPER desire to hire a "Communities That Care (CTC)" Coordinator that will assist municipalities within the Contractor's Local Authority District in establishing their own CTC coalition; and

WHEREAS, it is beneficial for the COUNTY, DRAPER and their respective citizens that the Parties cooperate in accomplishing the foregoing;

NOW, THEREFORE, in consideration of the mutual promises contained within this Agreement, the Parties hereby agree as follows:

**I. INTERLOCAL CONTRACT PERIOD**

This Agreement is effective April 1, 2014 through March 31, 2015. This Agreement may be renewed for two (2) additional one (1) year periods, beginning and ending on the anniversary date, unless terminated earlier under other provisions of the Agreement.

**II. INTERLOCAL COOPERATION ACT REQUIREMENTS**

In satisfaction of the requirements of the Interlocal Cooperation Act (the "ICA"), Utah Code Ann. §11-13-202, *et. seq.*, and in connection with this Agreement, the parties agree as follows:

- a. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each party, pursuant to §11-13-202.5 of the ICA;
- b. A duly executed original counterpart of this Agreement shall be filed with keeper of records of each party, pursuant to §11-13-209 of the ICA;

- c. Except as otherwise specifically provided herein, each party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs;
- d. No separate legal entity is created by the terms of this Agreement; and
- e. The Mayors of COUNTY and DRAPER, or their designees, are designated as the joint administrators of this Agreement for all purposes of the ICA, pursuant to §11-13-207(1) of the ICA.
- f. COUNTY shall own all equipment, records and other things used to provide services under this Agreement. Upon termination, all such equipment, records, and other things shall remain the property of COUNTY.

### III. TERMINATION

- A. Either party may terminate this Agreement upon 120 days written notice. Upon receipt of such notice DRAPER shall:
  - 1) Immediately notify the COUNTY, and with approval of the COUNTY, discontinue all services affected, and
  - 2) Deliver to COUNTY all data, reports, summaries and other information and materials accumulated in performing the services herein
- B. If termination is for failure by DRAPER to fulfill contractual obligations, DRAPER shall be liable for any direct damages incurred by COUNTY.
- C. The rights and remedies of COUNTY provided in this Paragraph are in addition to any other rights and remedies provided by law or under this Agreement.

### IV. GOVERNMENTAL IMMUNITY

Both parties are governmental entities under the Governmental Immunity Act of Utah, Utah Code Ann. § 63G-7-10, *et seq.* Consistent with the terms of this Act, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither party waives any defenses otherwise available under the Governmental Immunity Act.

### V. SCOPE OF WORK

The purpose of this Contract is to provide funding to DRAPER to hire a Communities That Care (CTC) Coordinator. The CTC Coordinator shall be a DRAPER employee and serve on the DRAPER's Prevention Coalition. DRAPER will administer the Communities That Care system within DRAPER and work with the COUNTY to ensure CTC is being implemented as it is designed as described in STATE contract; "Exhibit" 1 attached.

1. Draper City shall:
  - A. Establish the Substance Abuse and Mental Health Services Administration's (SAMHSA) Communities That Care system by:
    - (1) Having a CTC Coalition member attend CTC training provided by STATE and COUNTY, starting within one month of coordinator hire date and proceeding as outlined in the CTC planning model. Training reports shall be made available to COUNTY staff upon request and shall be included in semi-annual reports.
    - (2) Allowing COUNTY to monitor the CTC Coordinator's performance to ensure fidelity to the CTC program guidelines. Annual checklists as outlined in CTC shall be kept on file by the Coalition and provided to COUNTY as requested.
    - (3) Providing semi-annual progress reports as outlined in the CTC system, due December 31 and June 30 of each year to COUNTY Prevention Coordinator that include progress reports on the phases of CTC implementation.
  - B. DRAPER shall hire a CTC Coordinator and ensure the following requirements are met:
    - (1) Ensure the CTC Coordinator is hired within the fiscal year of the contract period. The COUNTY Prevention Coordinator shall be notified when the Coordinator is hired.
    - (2) The CTC Coordinator shall be certified in the Western Regional Expert Team's (formerly Western Center for Applied Prevention Technology) Substance Abuse Prevention Specialist Training and CTC within 4 months of Coordinator hire start date. DRAPER shall mail or fax a copy of the completion certificates to the COUNTY Prevention Coordinator program manager within one month of the completion date.
    - (3) The DRAPER CTC Coalition shall provide semi-annual progress reports as outlined in the CTC system, due December 31<sup>st</sup> and June 30<sup>th</sup> of each year to the COUNTY Prevention Coordinator that includes progress reports on the phases of CTC implementation.
    - (4) The CTC Coordinator shall be an employee of Draper, and is not an agent of the County for purposes of section IX of this Agreement, entitled "AGENCY."
2. COUNTY shall:
  - (1) Pay invoices in amount up to twenty thousand dollars (\$20,000) if DRAPER meets all scope of work and reimbursement requirements.
  - (2) Monitor the CTC Coordinator performance to ensure fidelity.

- (3) Request annual checklists for auditing purposes.
- (4) Review semiannual progress reports and submit to the STATE.
- (5) Work closely with DRAPER to implement the CTC process.

## VI. REIMBURSEMENT

DRAPER CTC Coalition shall submit monthly invoices to COUNTY Accountant. DRAPER CTC Coalition agrees to submit invoices to COUNTY for each month's services on or before 9:00 a.m. on the 15<sup>th</sup> of the following month. In order to comply with COUNTY and State yearend deadlines, December data must be submitted on or before 9:00 a.m. on January 10<sup>th</sup> and June data must be submitted on or before 9:00 a.m. on July 10<sup>th</sup>. If the 10<sup>th</sup> or the 15<sup>th</sup> of the month falls on a weekend, data is due the previous Friday by 9:00 a.m. for services in accordance with the terms and conditions stated in this contract; Exhibits 1 and 2. The invoices shall include:

- 1) A detailed description of the services required of DRAPER CTC Coalition within the scope of work as described in this contract that was rendered by DRAPER CTC Coalition:
- 2) The invoice will show each service billed in the categories as stated on State Contract and will reflect information and format contained in the sample invoice; "Exhibit" 2 attached. COUNTY will pay 2/3 of budget cost and 1/3 will be paid by DRAPER.

Invoices submitted by DRAPER to COUNTY Accountant without the required information will not be paid and shall be returned to DRAPER for completion.

## VII. CONTRACT COSTS

The total contract amount due to DRAPER is \$20,000. DRAPER is required to match the State and COUNTY contributes in the amount of \$10,000. The total amount for the full project is \$30,000 and is broken out as follows: \$10,000 from the State, \$10,000 from the COUNTY and \$10,000 from DRAPER. These funds are primarily to be used for the CTC Coordinator position, but DRAPER may use a portion of these funds, with permission from COUNTY and the STATE program manager, to fund additional prevention activities as described in the CTC Model as found at [www.communitiesthatcare.net](http://www.communitiesthatcare.net).

## VIII. NON FUNDING CLAUSE

It is understood and agreed by the parties that funds are not presently available for performance of this Agreement by COUNTY beyond December 31, the close of COUNTY's current fiscal year. COUNTY's obligation for performance of this Agreement beyond that date is contingent upon funds being appropriated for payments due under this Agreement. Said termination shall not be construed as a breach of this Agreement or an event of default under this Agreement and said termination shall be

without penalty or other expense to COUNTY. COUNTY agrees that payment pursuant to the terms of this Agreement shall be due to DRAPER for all services provided up to the termination date of this Agreement for non-funding.

**IX. AGENCY**

No agent, employee or servant of DRAPER or COUNTY is or shall be deemed to be an employee, agent or servant of the other party. None of the benefits provided by each party to its employees including, but not limited to, worker's compensation insurance, health insurance and unemployment insurance, are available to the employees, agents or servants of the other party. DRAPER and COUNTY are solely and entirely responsible for its acts and for the acts of its employees, agents and servants during the performance of this Agreement. DRAPER and COUNTY shall make all commercially reasonable efforts to inform all persons with whom they are involved in connection with this Agreement to be aware that DRAPER is an independent contractor.

**X. LAWS OF UTAH**

It is understood and agreed by the parties hereto that this Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance. All actions, including but not limited to court proceedings, administrative proceedings, arbitration and mediation proceedings, shall be commenced, maintained, adjudicated and resolved within the jurisdiction of the State of Utah.

**XI. GRAMA**

The parties are governmental entities subject to the Utah Government Records Access Management Act (GRAMA), Utah Code Ann. §§ 63G-2-101 to -901. As a result, the parties are required to disclose certain information and materials to the public, upon request. Each party agrees to timely refer all requests for documents, materials and data in its possession relating to this Agreement and its performance to the other upon request.

**XII. ASSIGNMENT**

DRAPER shall not assign or transfer neither its duties of performance, nor its right to compensation under this Agreement, without prior written approval by COUNTY. COUNTY reserves the right to assert any claim or defense it may have against DRAPER against any assignee or successor-in-interest of DRAPER.

**XIII. NOTICES**

All notices to be given under this Agreement shall be made in writing and mailed to the other party at its address set forth below.

COUNTY:           Kitt Curtis / Project Coordinator  
                      Marjeen Nation / Accountant  
                      Salt Lake County Division of Behavioral Health Services

2001 South State Street, Suite S2300  
P.O. Box 144575  
Salt Lake City, Utah 84114-4575  
(385) 468-4721  
(385) 468-4740 fax

DRAPER:           Coordinator to be determined  
                  Draper City  
                  1020 East Pioneer Road  
                  Draper, Utah 84020  
                  (801) 576-6540

#### XIV. ENTIRE AGREEMENT

This Agreement contains the entire Agreement between the parties, and no statement, promises or inducements made by either party or agents for either party that are not within this written Agreement shall be binding or valid; and this Agreement may not be enlarged, modified or altered, except in writing, signed by the parties.

WHEREFORE, the parties hereto have signed this Agreement the day and year first above written.

**SALT LAKE COUNTY:**

APPROVED AS TO FORM  
Salt Lake County District Attorney's Office  
By *[Signature]*  
Deputy District Attorney  
Date March 26, 2014

Ben McAdams, Mayor or Designee

**DRAPER CITY:**

Troy Walker, Mayor or Designee

**ATTEST:**

Draper City, City Recorder

**BEHAVIORAL HEALTH SERVICES:**

Pat Fleming, Director or Designee

[Return to Agenda](#)

# ITEM #5

# REQUEST FOR COUNCIL ACTION

---

<b>To:</b>	<b>Mayor &amp; City Council</b>
<b>From:</b>	<b>Dan Boles, AICP, Senior Planner</b>
<b>Date:</b>	<b>April 29, 2014</b>
<b>Subject:</b>	<b>Electronic Signs Zoning Text Amendment</b>
<b>Applicant Presentation:</b>	<b>Draper City</b>
<b>Staff Presentation:</b>	<b>Keith Morey</b>

## RECOMMENDATION FROM PLANNING COMMISSION:

To deny the request for a Zoning Text Amendment, as recommended by the Planning Commission at the April 10, 2014 Planning Commission meeting.

## BACKGROUND AND FINDINGS:

This recommendation is based on the following findings:

1. That the corridors, particularly on 12300 South extend too far and are arbitrary.
2. Draper has historically been different and introducing electronic signage into the community would change the character of the city.
3. The standards for lighting are not enforceable.
4. There's not enough data to know if there's a real need or demand for this type of signage.

If the City Council decides to approve the ordinance, Planning Commission recommends that the pixel count and brightness should be more clearly defined and that the areas should be carefully thought out.

The attached ordinance 1098 attempts to limit the areas that electronic message centers may occur. Staff recognizes that electronic message centers are becoming much more prominent in communities not only throughout the country, but closer to home in the valley. Having the flexibility to change signage in an immediate manner can be an effective advertizing method. However, with such changes come risks and questions that need to be answered. Some of these questions include:

- How will electronic signs effect the safety of City streets?
- What kind of visual impact would this change have to the streetscape of Draper City?
- Are these types of signs which are usually associated with larger cities appropriate for Draper City?

With those questions in mind, ordinance 1098 attempts to mitigate the potential negative effects that an electronic sign may have on the community. Some of those include:

- Electronic message centers (EMC) are allowed only in the areas described in the text and shown on exhibit C.
- EMC's are allowed to be the full 24ft<sup>2</sup> signage area in the higher traffic areas while other areas may only utilize 50% of their allowed signage area as an EMC.
- They must be full color messages or images and prohibits the use of single color text and images.
- Flashing animation or movement is prohibited.
- Signs shall be able to be automatically dimmed and shall not exceed 80% full brightness of the sign by day and 15% of full brightness by night.

Even with these measures, the Planning Commission still had concerns with the ordinance as outlined in the

findings above.

**PREVIOUS LEGISLATIVE ACTION:**

No previous legislative Actions have been taken on this subject.

**FISCAL IMPACT: Finance Review:** for

- No immediate fiscal impact is anticipated if this ordinance is approved.

**SUPPORTING DOCUMENTS:**

- Ordinance #1098
- Staff Report with Supporting Documentation
- Corridor Maps
- Planning Commission Minutes – April 10, 2014

**ORDINANCE NO. 1098**

**AN ORDINANCE OF DRAPER CITY AMENDING CHAPTER 9-26 OF THE DRAPER CITY MUNICIPAL CODE RELATING TO ELECTRONIC MESSAGE CENTER SIGNS.**

**WHEREAS**, Utah State law grants to Draper City the authority to regulate and approve signs; and

**WHEREAS**, the legal case law has determined that municipal authority over signs is limited to aspects of time, place, and manner; and

**WHEREAS**, the City has the desire to provide allowances for signage that is complimentary to and effective for the businesses it represents; and

**WHEREAS**, the City Council of Draper City has determined that it is in the best interest of the city and its citizens to provide adequate signage to promote the businesses located in Draper;

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

**Section 1. Amendment.** Chapters 9-26-090(D) and 9-26-080(A) of the Draper City Municipal Code are hereby amended in part to read as set forth in Exhibit "A," attached hereto and incorporated herein by reference.

**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 and provisions of this Ordinance shall be severable.

**Section 3. Effective Date.** This Ordinance shall become effective 20 days after publication or posting, or 30 days after final passage, whichever is closer to the date of final passage.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2014.**

**ATTEST:**

**DRAPER CITY:**

\_\_\_\_\_  
**City Recorder**

**By:** \_\_\_\_\_

**Mayor**

**EXHIBIT A**

**DRAPER CITY MUNICIPAL CODE  
SECTIONS 9-26-090(D) AND 9-26-080(A)**

9-26-090(D)

D. Electronic Message Centers. Draper City has traditionally had a rural feel and has taken strides to preserve that character. As the City has grown, the need for wise growth patterns has been necessary. The need for wise growth applies to signage as well. As such, Draper City acknowledges that as technology progresses, certain areas of the City may benefit from the application of such technology. Therefore, the following shall apply to those businesses that qualify for monument and tower signs within certain areas of the City.

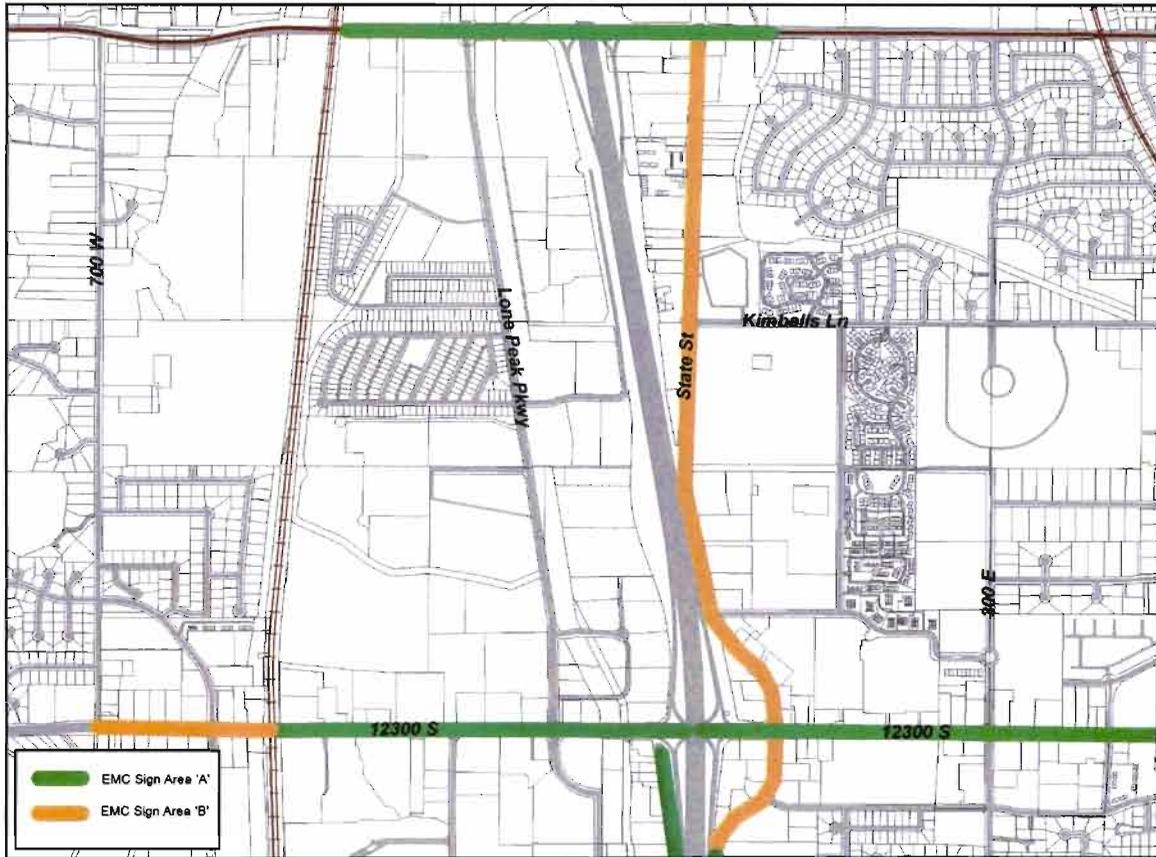
1. A business which qualifies for a monument or tower sign as described in this chapter may qualify for an electronic message center as part of the sign subject to the following:
  - i. The parcel on which the business sits shall abut or have direct access to those designated sections of 11400 S, State St., 12300 S, Pony Express Rd., Minuteman Dr., Bangerter Hwy, Bangerter Pkwy, or 13800 S. as depicted in Exhibit C to this chapter.
    - a. Areas labeled “EMC Sign Area ‘A’” on Exhibit C to this chapter may use the entire allowable sign face area for an electronic message center.
    - b. Areas labeled “EMC Sign Area ‘B’” on exhibit C to this chapter may use up to 50% of their allowed sign face area for an electronic message center.
  - ii. All electronic message centers are subject to the following standards:
    - a. Such signs shall display full color messages or images only and the use of single colored text and images is prohibited.
    - b. Such signs shall transition images without the use of flashing, strobe, coruscation or similar distracting movement.
    - c. Such signs shall come equipped with automatic dimming or photocell technology which automatically adjusts the sign’s brightness with natural ambient light conditions which shall not exceed 80% of full brightness during the day and shall not exceed 15% of full brightness after dusk. These settings shall be subject to review at anytime by Draper City.
  - iii. Electronic Message Centers shall be prohibited within the Town Center (TC) zone.
  - iv. Businesses utilizing electronic message centers as described in this section shall not be allowed the use of temporary signage as described in section 9-26-080.
  - v. An electronic message sign may not have a pixel pitch less than 16 mm.
  - vi. Electronic message center monument signs must have a minimum 10 foot setback from any right-of-way regardless of which zone they are in.

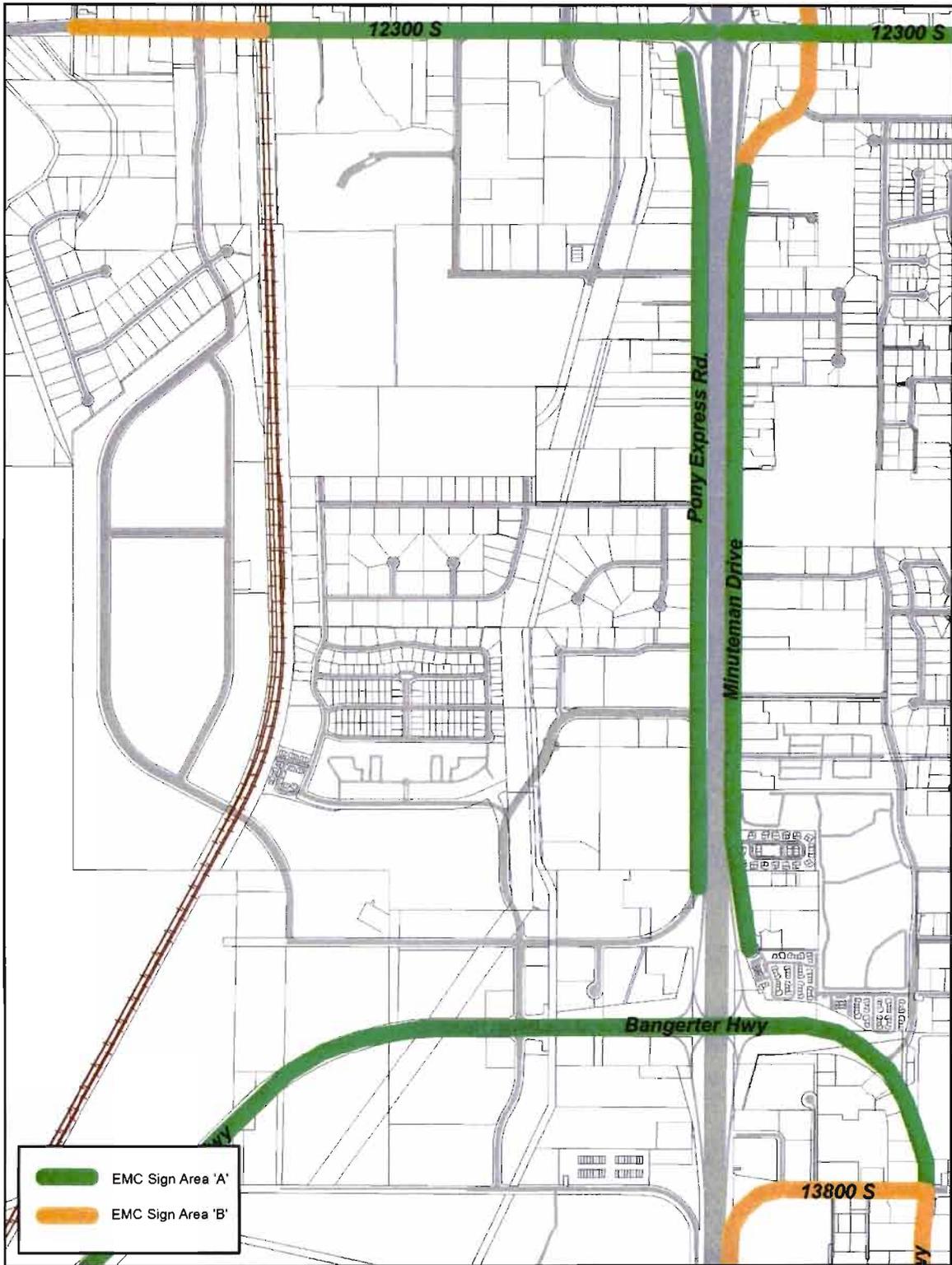
**SECTION 9-26-080 TEMPORARY SIGNAGE.** Temporary signage outlined in this Section are allowed subject to the filing of an application for and issuance of a Temporary Signage Permit, unless expressly exempted in this Section.

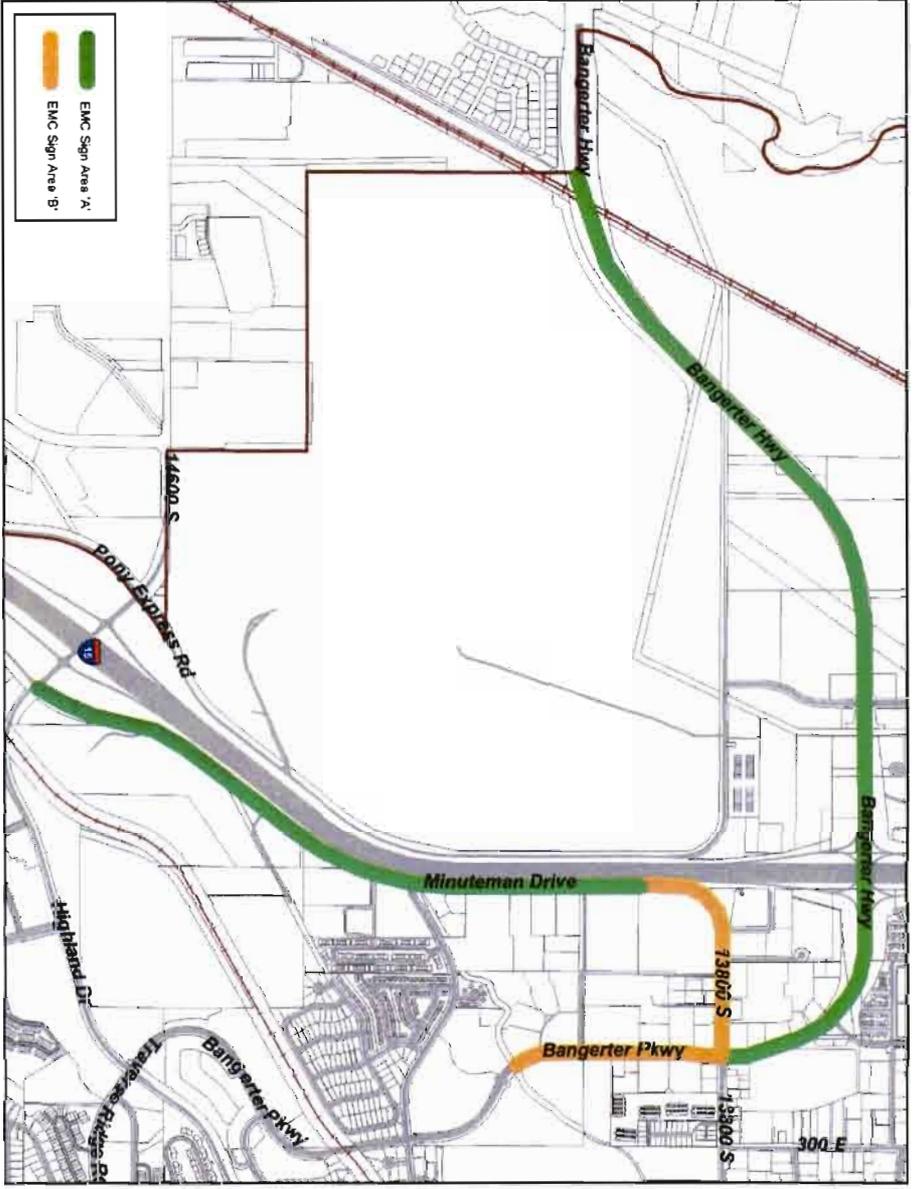
A. General Requirements. The following shall apply to all temporary signage as outlined herein:

1. Such signs shall not be illuminated unless by way of permanently install indirect lighting sources.
2. Such signs shall not be placed in any public or private right-of-way, parkstrips, medians, or roundabouts.
3. Such signs shall not be placed so as to create a traffic hazard in a clear view area.
4. Such signs shall require application for an issuance of a Temporary Sign Permit prior to installing or erecting a temporary sign, unless expressly exempted in this Section.
5. All temporary signage must be set back beyond the farthest-most part of the permanent ground-mounted signage on the same property that fronts the same property line.
6. Businesses utilizing electronic message centers as provided within this chapter shall not be allowed the use of temporary signage as outlined within this section.

### Exhibit 'C'









---

**Development Review Committee**

1020 East Pioneer Road  
Draper, UT 84020  
(801) 576-6539

---

**STAFF REPORT**

March 28, 2014

**To:** Draper City Planning Commission  
Business Date: April 10, 2014

**From:** Development Review Committee

**Prepared By:** Dan Boles, AICP, Senior Planner  
Planning Division  
Community Development Department

**Re: Electronic Signs – Zoning Text Amendment Request**

Application No.: 140328-1020E

Applicant: Draper City

Request: Request for approval of a Zoning Text Amendment regarding an increased allowance of electronic message centers in certain areas of the city.

**SUMMARY**

This application is a request for approval of a Zoning Text Amendment that would affect the sign code, specifically as it pertains to electronic message centers. Currently, the code allows electronic message centers to those businesses that qualify for a tower sign or have 100,000 ft<sup>2</sup> of floor area. The proposed text, if approved, would open up the possibility for an electronic message center to any business that qualifies for a monument sign along certain corridors within the city and with certain parameters.

**BACKGROUND**

Draper City started as a farming community and stayed that way for many years. It has been within the past approximately 20 years that the City has seen a great surge of growth growing from 7,200 people in 1990 to approximately 43,000 at the 2010 census. With that growth in population has come a strong growth in commercial development and the City has attempted to create appropriate development patterns throughout in order to give the City a cohesive feel. An essential element of that growth has been outdoor advertising.

The sign code (chapter 26 of the Draper City Municipal Code) was adopted in 1995. After enforcing that code for nine years, an overhaul of the sign code was made in 2004 and then again in 2010. Since 2010, a number of amendments have been made to the sign ordinance. One of those amendments was regarding electronic message centers as they are allowed in conjunction with tower signs in certain areas of the city. The City Council has recently requested that staff explore the possibility of extending the possibility of electronic signage to other areas of the City.



## ANALYSIS

The proposed ordinance attached to this staff report as exhibit 'A' attempts to limit the areas that electronic message centers may occur. Staff recognizes that electronic message centers are becoming much more prominent in communities not only in the valley, but also throughout the country. Having the flexibility to change signage in an immediate manner can be an effective advertizing method. However, with such changes come risks and questions that need to be answered. Some of these questions include:

- How will electronic signs effect the safety of City streets?
- What kind of visual impact would this change have to the streetscape of Draper City?
- Are these types of signs which are usually associated with larger cities appropriate for Draper City?

With those questions in mind, staff has prepared an ordinance that attempts to mitigate the potential negative effects that an electronic sign may have on the community. Some of those include:

- Electronic message centers (EMC) are allowed only in the areas described in the text and shown on exhibit C.
- EMC's are allowed to be the full 24ft<sup>2</sup> signage area in the higher traffic areas while other areas may only utilize 50% of their allowed signage area as an EMC.
- They must be full color messages or images and prohibits the use of single color text and images.
- They are required to display static images for a period of eight seconds before transitioning.
- Flashing , animation or movement is prohibited.
- Signs shall be able to be automatically dimmed and shall not exceed 80% full brightness of the sign by day and 15% of full brightness by night.

With these measures in place, staff believes that the negative impacts of electronic message centers will be mitigated to a point that is acceptable to the general public while still providing that flexibility that is desired by the commercial sector.

Criteria For Approval. The criteria for review and potential approval of a Zoning Text Amendment request is found in Sections 9-5-060(e) of the Draper City Municipal Code. This section depicts the standard of review for such requests as:

- (e) Approval Standards. A decision to amend the text of this Title or the zoning map is a matter committed to the legislative discretion of the City Council and is not controlled by any one standard. However, in making an amendment, the City Council should consider the following factors:
- (1) Whether the proposed amendment is consistent with goals, objectives and policies of the City's General Plan;
  - (2) Whether the proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property;
  - (3) Whether the proposed amendment is consistent with the standards of any applicable overlay zone.
  - (4) The extent to which the proposed amendment may adversely affect adjacent property; and
  - (5) The adequacy of facilities and services intended to serve the subject property, including but not limited to roadways, parks and recreation facilities, police and fire protection, schools, storm water drainage systems, water supplies, and waste water and refuse collection.

## **REVIEWS**

*Planning Division Review.* The Draper City Planning Division has completed their review of the Zoning Text Amendment submission and has issued a recommendation for approval for the request.

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

## **STAFF RECOMMENDATION**

Staff recommends approval of the request for a Zoning Text Amendment by Draper City, application 140328-1020E, based on the following findings:

1. The proposed amendment will help further the goals, objectives and policies of the City's General Plan, such as:
  - i. Encourage the establishment of a strong tax base by accommodating commercial and industrial development in appropriate areas.
  - ii. Nurture and support established businesses as well as new businesses.
  - iii. Support businesses in adapting to the constantly changing market as a result of new technologies and support those companies that are integral to the "new economy".
  - iv. Emphasize the retention and expansion of businesses in Draper and provide support mechanisms for small businesses in Draper.
2. The proposed amendment will not adversely affect properties and developments within the city.
3. The proposed amendment will serve promote public safety and provide protection from visual clutter.
4. The proposed amendment will protect community appearance.
5. The proposed amendment will serve to minimize light pollution, glare, visual obstructions, distraction, and traffic and safety hazards.
6. The proposed amendment will serve to enhance the economic strength of the City.
7. The proposed amendment will provide business owners the flexibility to have signs that meet the needs of the individual businesses.
8. That many of the objectives outlined in section 9-26 of the Draper City Municipal Code will be enhanced through the proposed changes, specifically:
  - i. to enhance the economic strength of the City;
  - ii. to provide for public convenience by directing persons to various activities and enterprises;
  - iii. to provide a reasonable system for controlling signs within the community;
  - iv. to provide business owners the flexibility to have signs that meet the needs of the individual businesses;

## **MODEL MOTIONS**

Sample Motion for a Positive Recommendation – "I move we forward a positive recommendation to the City Council for the Electronic Signs Zoning Text Amendment Request by Draper City, application 140328-1020E, based on the findings and subject to the conditions listed in the Staff Report dated March 28, 2014 and as modified by the conditions below:"

1. List any additional findings and conditions...

Sample Motion for a Negative Recommendation – "I move we forward a negative recommendation to the City Council for the Electronic Signs Zoning Text Amendment Request by Draper City, application



140328-1020E, based on the following findings:”

1. List any additional findings...



**EXHIBIT A**

**PROPOSED TEXT AND MAPS**

9-26-090(D)

D. Electronic Message Centers. Draper City has traditionally had a rural feel and has taken strides to preserve that character. As the City has grown, the need for wise growth patterns has been necessary. The need for wise growth applies to signage as well. As such, Draper City acknowledges that as technology progresses, certain areas of the City may benefit from the application of such technology. Therefore, the following shall apply to those businesses that qualify for monument and tower signs within certain areas of the City.

1. A business which qualifies for a monument or tower sign as described in this chapter may qualify for an electronic message center as part of the sign subject to the following:
  - i. The parcel on which the business sits shall abut or have direct access to those designated sections of 11400 S, State St., 12300 S, Pony Express Rd., Minuteman Dr., Bangerter Hwy, Bangerter Pkwy, or 13800 S. as depicted in Exhibit C to this chapter.
    - a. Areas labeled “EMC Sign Area ‘A’” on Exhibit C to this chapter may use the entire allowable sign face area for an electronic message center.
    - b. Areas labeled “EMC Sign Area ‘B’” on exhibit C to this chapter may use up to 50% of their allowed sign face area for an electronic message center.
  - ii. All electronic message centers are subject to the following standards:
    - a. Such signs shall display full color messages or images only and the use of single colored text and images is prohibited.
    - b. Such signs shall transition images without the use of flashing, strobe, coruscation or similar distracting movement.
    - c. Such signs shall come equipped with automatic dimming or photocell technology which automatically adjusts the sign’s brightness with natural ambient light conditions which shall not exceed 80% of full brightness during the day and shall not exceed 15% of full brightness after dusk. These settings shall be subject to review at anytime by Draper City.
  - iii. Electronic Message Centers shall be prohibited within the Town Center (TC) zone.
  - iv. Businesses utilizing electronic message centers as described in this section shall not be allowed the use of temporary signage as described in section 9-26-080.
  - v. An electronic message sign may not have a pixel pitch less than 16 mm.
  - vi. Electronic message center monument signs must have a minimum 10 foot setback from any right-of-way regardless of which zone they are in.

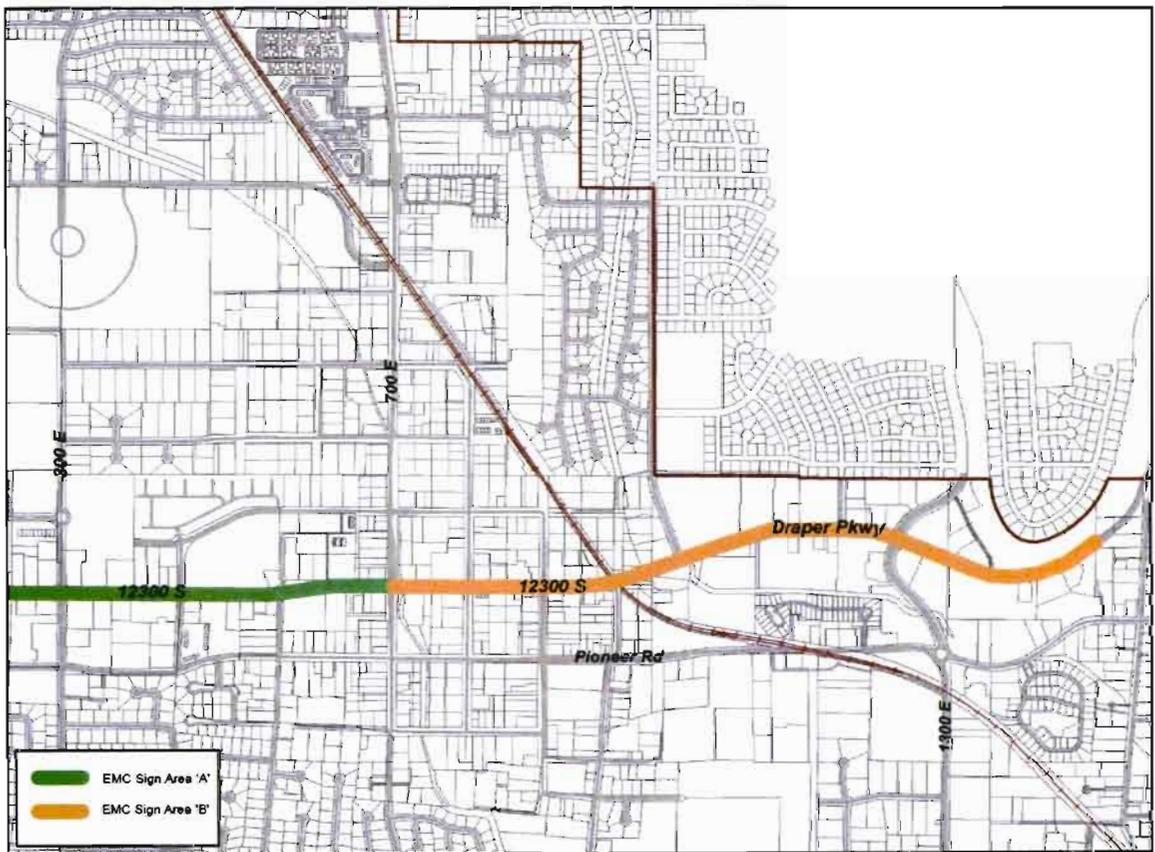
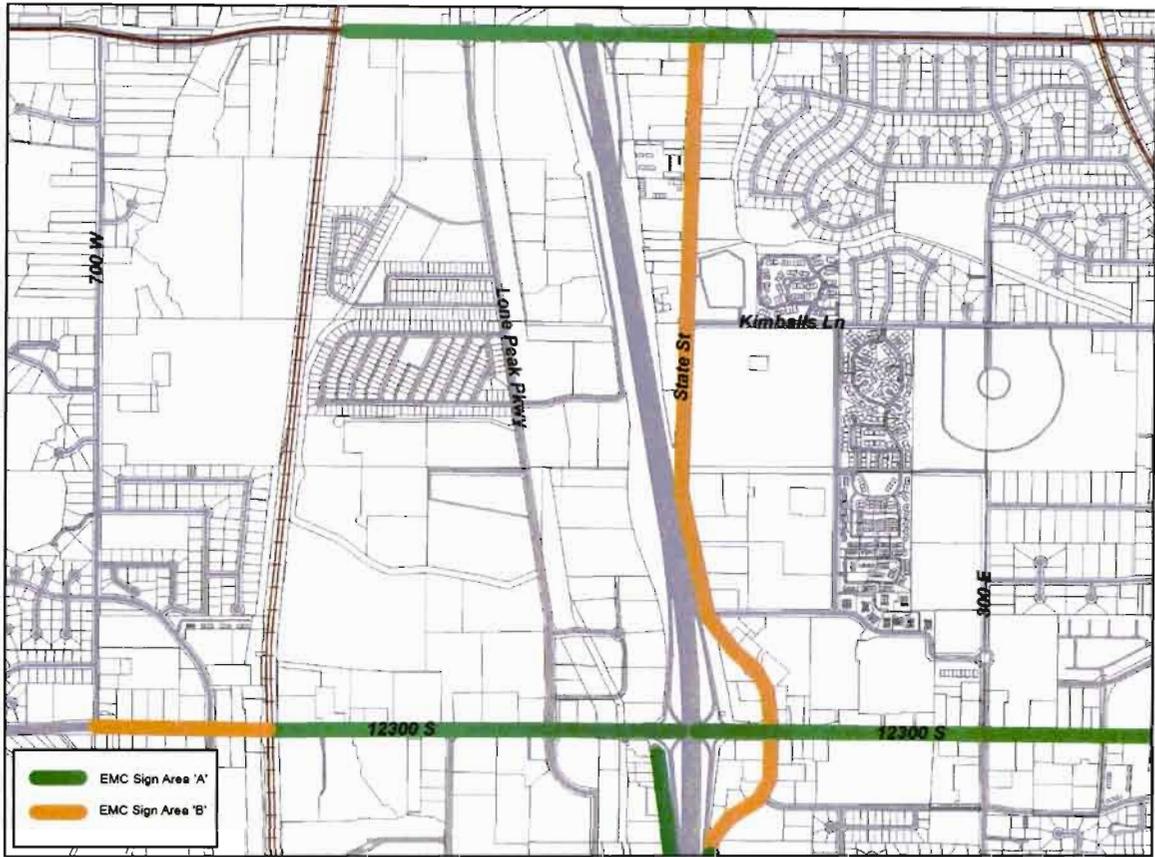
**SECTION 9-26-080 TEMPORARY SIGNAGE.** Temporary signage outlined in this Section are allowed subject to the filing of an application for and issuance of a Temporary Signage Permit, unless expressly exempted in this Section.

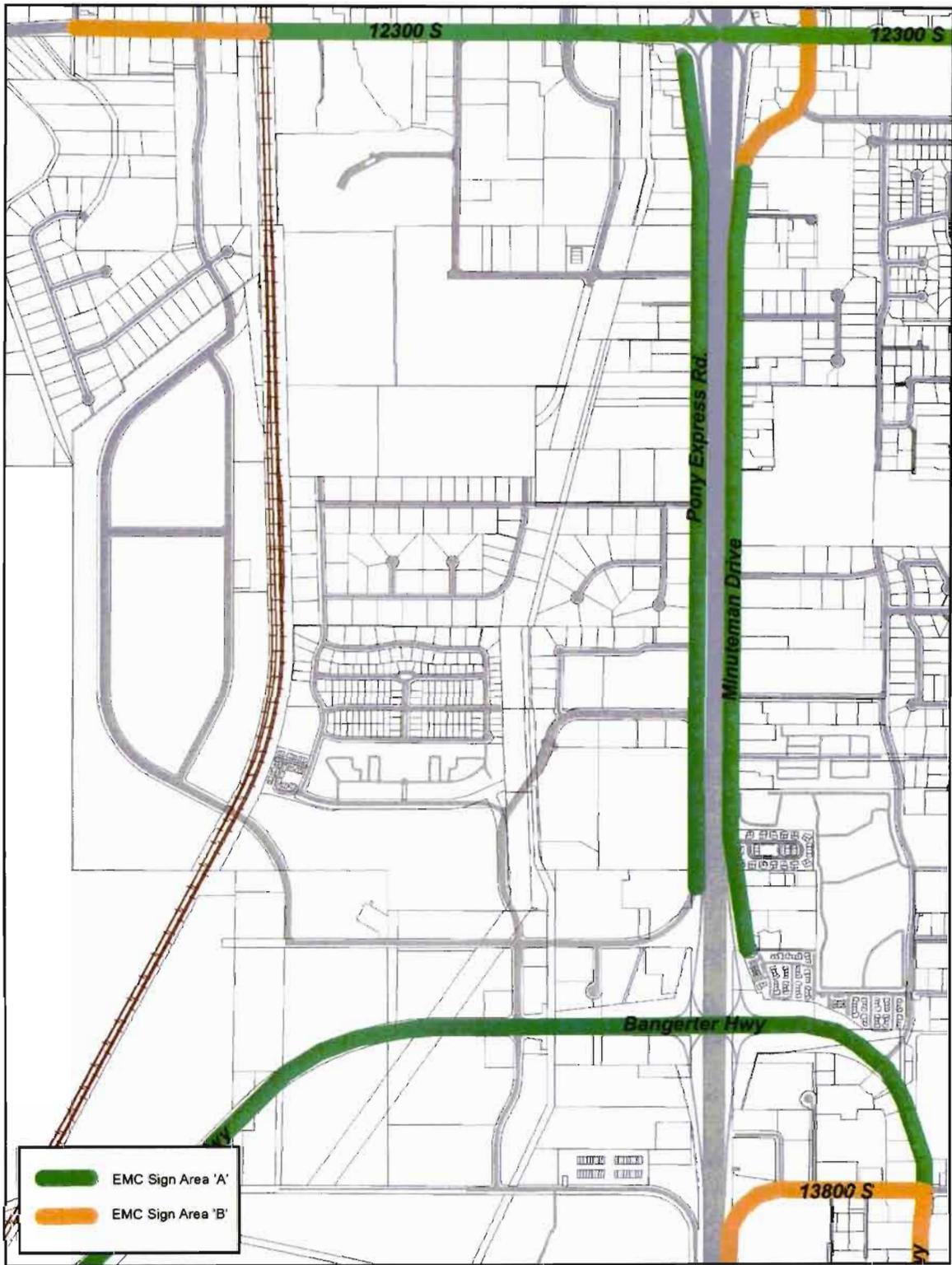
A. General Requirements. The following shall apply to all temporary signage as outlined herein:

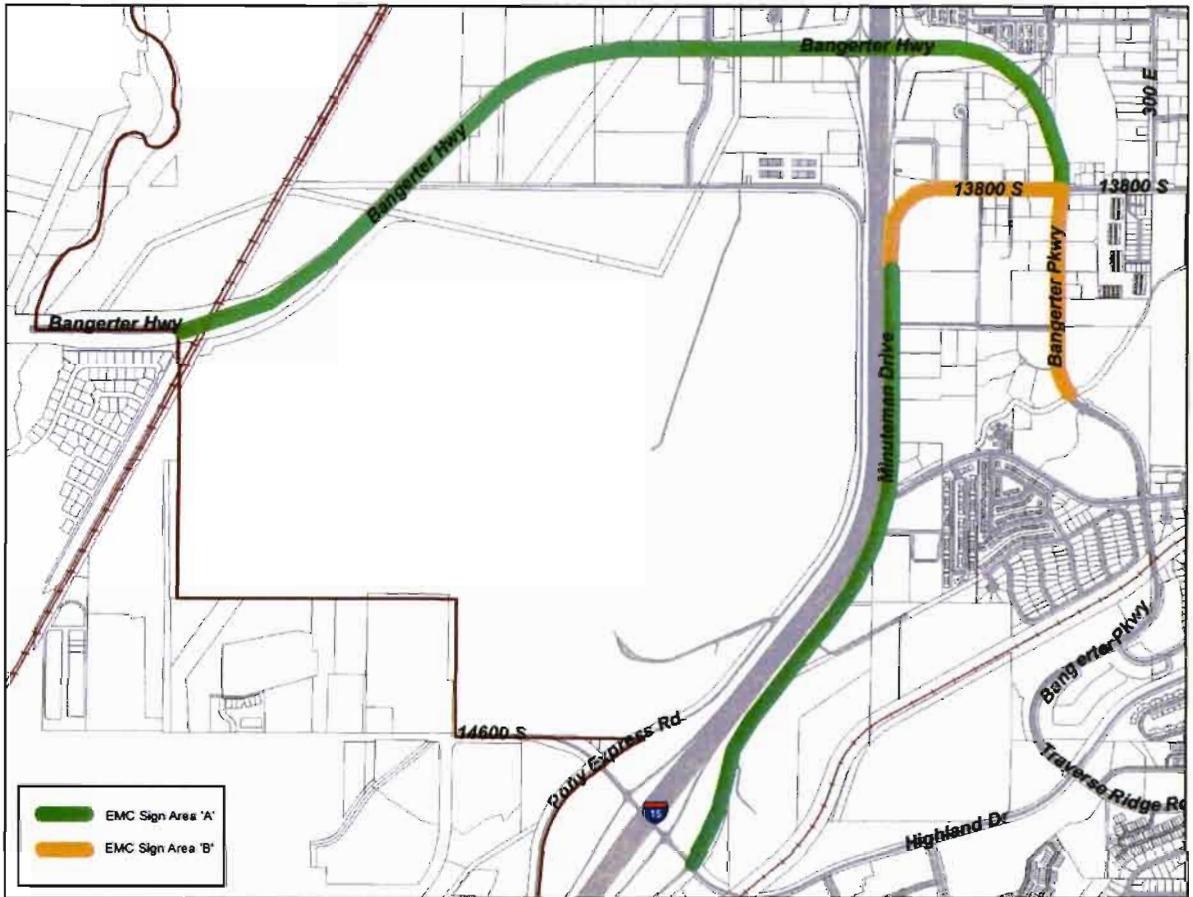
1. Such signs shall not be illuminated unless by way of permanently install indirect lighting sources.
2. Such signs shall not be placed in any public or private right-of-way, parkstrips, medians, or roundabouts.
3. Such signs shall not be placed so as to create a traffic hazard in a clear view area.
4. Such signs shall require application for an issuance of a Temporary Sign Permit prior to installing or erecting a temporary sign, unless expressly exempted in this Section.
5. All temporary signage must be set back beyond the farthest-most part of the permanent ground-mounted signage on the same property that fronts the same property line.

6. Businesses utilizing electronic message centers as provided within this chapter shall not be allowed the use of temporary signage as outlined within this section.

Exhibit 'C'







Excerpt from Planning Commission Meeting – April 10, 2014

6:52:30 PM

- 2.0 **Public Hearing: On the request of Draper City for approval of a Zoning Text Amendment to the Draper City Municipal Code Sections 9-26-080(A) and 9-26-090(D) increasing the allowance of electronic message centers in certain areas of the city. This application is otherwise known as the *City Initiated Electronic Signs Zoning Text Amendment Request, Application #140328-1020E.***

6:53:06 PM

- 2.1 Mr. Morey noted that though this is a staff initiated application, there are several business owners in the City that have asked for an evaluation of the sign code due to the fact that they feel electronic signage is the future of signage and it is appropriate to permit such signage in the City. He indicated staff has some trepidation about the application because once the step is taken it cannot be taken back. He stated he has asked Mr. Boles to be very thoughtful in his approach to the application.

6:54:31 PM

- 2.2 **Staff Report:** Using the aid of a PowerPoint presentation and his staff report dated March 28, 2014, Senior Planner Dan Boles reviewed the details of the proposed application. He noted the City has grown significantly over the past several years and signage is a very important part of a business's growth and technology is a signage component. He reviewed the proposed amendments to the Draper City Municipal Code (DCMC), as provided in various exhibits in the Planning Commission packet. He noted any electronic sign must be full color, disallow flashing transitions, and have automatic dimming capabilities. He added that electronic signs will be prohibited in the town center area. He then reviewed additional required specifications for any permitted electronic sign, which have been arrived at after extensive research with various sign companies and other sources.

7:00:24 PM

- 2.3 Commissioner Gilliland stated that he wondered if the City should be concerned about enforcing some of the specifications included in the proposed text amendment. He stated he felt most businesses would use the best quality sign that would put their business in the best light. He asked what the City would be trying to protect against if the application were approved. Mr. Boles stated the City is trying to ensure businesses will only use signs that are aesthetically pleasing. He noted that not all businesses will use the best types of signs because electronic signs are very expensive and some businesses would opt for a more affordable sign, which may not be a high quality sign. Commissioner Gilliland wondered if it is appropriate for the City to be concerned about quality. Mr. Morey stated the City is concerned about quality relating to architectural standards in the City; electronic signage has the potential to greatly impact the City and staff wants to try to find a balance between the sign being an amenity while not being a distraction. Commissioner Gilliland asked if all other signage types in the City are regulated as heavily as electronic signs would be if the text amendment were approved. Mr. Morey stated that electronic signs are much different than stationary signs; stationary signs do not have the same level of visual impact or distraction as an electronic sign. He noted

sign companies have indicated that the pixel and color quality of an electronic sign truly has the ability to impact whether the sign is distracting or effective. Commissioner Gilliland stated he simply wants to be sure there is data to support the reasoning for the restrictions; he wants to avoid a situation where one business owner would be favored over another because they have more money to afford a higher quality electronic sign.

7:04:06 PM

2.4 Mr. Boles then used a map to identify the areas in which electronic signs would be permitted if the text amendment were approved. He also reviewed photographs of different types of electronic signs and pointed out that some signs are not readable from certain distances.

7:06:43 PM

2.5 Commissioner Gundersen stated a subsection of the proposed ordinance notes that different brightness levels that will be permitted in the City: 80 percent during the day and 50 percent at night. She stated the ordinance indicates the settings shall be subject to review at any time by the City and she asked if that language actually gives the City any power to control the settings. She recommended that the language be amended to indicate that the City will have some control or enforcement ability relative to the brightness issues. Mr. Morey stated that the City needs the ability to inspect the brightness levels of signs at any time, but especially if a complaint is filed regarding a sign. Commissioner Gundersen stated she understands the intent of the language, but explained that she is not sure the City is protected; if she were a business owner she may argue that the City's ordinance indicates the City has the power to review the brightness settings, but not to require that the settings be adjusted. Mr. Boles stated staff can consider tightening the language somewhat.

7:09:17 PM

2.6 Commissioner Hawker stated he attended a recent planning conference and there was a presentation about 'night pollution' related to different lighting options and electronic signage. He stated people spend a lot of money to live in Draper for the views and he wondered if those views would be impeded by electronic signs along Interstate 15 and other main roads in the City. He stated if that is going to be the case it is important to consider the number of businesses that truly want to use electronic signs and weigh that against the impact the signs will have on residents. Mr. Boles stated staff receives questions from businesses about electronic signs on a very regular basis. Mr. Morey added that there are almost no businesses that use a sign that is not lit in some way during the nighttime hours, which means there are currently light pollution issues in the City. He noted staff understands electronic signs can make light pollution worse, which is the reason for the recommendation to permit electronic signs in certain zones of the City. He stated he feels staff is in agreement with the Planning Commission that this is a sensitive issue and wishes to proceed cautiously rather than too quickly.

7:11:30 PM

2.7 Commissioner Gundersen followed up on Commissioner Hawker's question and recommended that language be added to the ordinance to indicate that electronic light

settings shall be subject to review or modification at any time by Draper City; this would allow the City an opportunity to restrict electronic signs in a manner that would lessen light pollution. Commissioner Hawker agreed and stated he wants the City's ordinance to be very clear so that a business owner can understand the signage specifications before spending a large amount of money on an electronic sign. Commissioner Gilliland agreed and added that due to the topography of the area, most residents can see electronic signs in the business district of the City even if they live up to three miles from the sign; it is necessary to answer policy questions that would address the impact electronic signs can have on businesses and residents alike. Mr. Morey agreed.

7:13:45 PM

2.8 Commissioner McDonald stated that many gas stations in the valley use single-color electronic signs and his understanding is that those signs would not be permitted by the proposed ordinance. He indicated those signs are a practical use. Mr. Boles agreed and stated that the difficulty in creating a sign ordinance is that it is not legal to dictate what information or language a sign can include. Commissioner McDonald stated this is a very big decision that will impact the aesthetics of all main corridors in the City and change the character of the City. He stated his feeling is that if the City determines it appropriate to proceed with considering such an ordinance, it is necessary to 'do it right' even at the risk of costing businesses more money. He stated he feels the ordinance should provide for high quality signs, uniformity, and minimal impact to the citizenry.

7:15:29 PM

2.9 Chairperson Johnson referenced the portion of 12300 South from 7<sup>th</sup> West to 7<sup>th</sup> East and stated the uses in that area are more intense and she feels it is important for the Planning Commission and staff to consider the potential intensity of the signage to be used in that area as well. She stated the same is true for other areas of the City.

7:17:09 PM

2.10 Chairperson Johnson opened the public hearing.

7:17:26 PM

2.11 Julie Amarosa, 494 Highberry Lane, stated she does not live near an area where electronic signs would be permitted, but she noted the one thing that attracted her family to Draper when moving from California was that Draper is different; in California everything is the same. She stated Draper reminded her of a small town in California named Camel by the Sea; the city has no traffic signals and is much more primitive, but it is one of the richest and profitable areas of Northern California. She stated she would like Draper to continue to be different. She indicated she works in Layton and drives through many cities each day on her way to and from work and she notices dozens of electronic billboard signs and she would like to get away from that in Draper and would like for the City to continue to be unique and different.

7:19:33 PM

2.12 There being no additional persons appearing to be heard, Chairperson Johnson closed the public hearing.

7:19:48 PM

2.13 Chairperson Johnson summarized the potential options for the Planning Commission to consider this evening and recommended a few amendments to the map that details the areas in which electronic signs would be permitted if the proposed ordinance were ultimately adopted.

7:20:49 PM

2.14 Commissioner Hawker stated this is a very difficult issue for the Planning Commission to consider. He noted he agrees with the comments made during the public hearing that Draper is very unique and different, which is what has drawn many residents to the area. He added, however, that businesses drive the tax base of the community and without that tax base a community cannot thrive. He concluded he would like to see additional information from the staff pertaining to the types of signs that businesses are requesting be permitted as well as the areas in which the signs would realistically be placed. He stated he would also like to discuss the dimming level of an electronic sign in order to prevent light pollution. Mr. Boles noted that the ordinance does not include any changes to the sizes of signs that would be allowed in the City. Chairperson Johnson stated she appreciates Commissioner Hawker's suggestion to have continued discussion regarding this issue; in the past reviews of the sign ordinance the Planning Commission has had access to detailed images or photographs in order to understand the total implication of an action to amend the sign ordinance. She then noted the Planning Commission should be very thoughtful when considering forwarding a recommendation to the City Council because there is some finality to that action. She suggested that a motion be made to table the item to allow for more discussion and for the staff to provide more detailed information at a future date.

7:23:42 PM

2.15 Commissioner Adams asked staff if the City could potentially lose a business because the current ordinance does not permit electronic signs. Mr. Morey stated that is a difficult question to answer, but noted staff is not pursuing this action with an economic development agenda; rather, existing businesses in the City have indicated that the future of signage is shifting and they need flexibility in order to compete. He stated that he feels it will be necessary to address the concerns expressed by these businesses in the future and that is why staff believes it is appropriate to proceed with caution and take time to develop an appropriate ordinance. Commissioner Adams stated that in reviewing the map identifying the locations in which electronic signs would be permitted, it is important to keep in mind the types of businesses located in those areas and the types of signs that could potentially be used. He stated his opinion is that the Planning Commission should forward a negative recommendation to the City Council based on the fact that there are many difficult enforcement and policing issues and at this point he feels some of the recommendations are arbitrary and the Planning Commission cannot address the recommendations appropriately at this time. Mr. Morey stated staff would not take offense to such an action by the Planning Commission, but he asked the body to be very clear about the reasons for their decision this evening. He reiterated there is momentum in the business community to support the need for electronic signs and that

will not go away; staff needs to be able to provide the business owners with strong reasons for a denial of this ordinance, after which they will approach the City with new ideas or alternatives.

7:28:41 PM

2.16 Commissioner Gilliland stated he is not in favor of tabling the item; rather, he would prefer to provide a recommendation to the City Council detailing all the reasons supporting the recommendation. Chairperson Johnson stated it is not detrimental to continue an item to allow staff to provide more information to the Planning Commission. She noted there is no rush to get the item in front of the Council next week and this is the Planning Commission's one chance to provide input on important modifications. She stated she does not feel it would be inappropriate for the item to be tabled or continued to the next meeting.

7:30:13 PM

2.17 **Motion:** Commissioner Hawker moved to continue the item to the next business meeting, with the following advice to staff: review in detail the potential locations in which electronic signs could be allowed. He noted he would also like to hear factual information from the business community or Chamber of Commerce relative to the impact electronic signs have on a business. Commissioner Hawker's motion failed due to lack of a second.

7:31:36 PM

2.18 **Motion:** Commissioner Adams moved to forward a negative recommendation to the City Council for the Electronic Signs Zoning Text Amendment Request by Draper City, application 140328-1020E, with the following findings. Commissioner Gilliland seconded the motion.

7:31:50 PM

2.19 Commissioner Adams stated the quality standard for electronic signs needs to be more clearly defined and the areas in which electronic signs should be permitted needs to be more closely reviewed.

7:33:00 PM

2.20 Commissioner Gundersen stated that she would like more consideration to be paid to whether the City should retain the ability to reduce light pollution and preserve the views that are available to residents living in the City.

7:33:54 PM

2.21 Commissioner Hawker stated the Council should carefully consider how to preserve the current ideals of Draper versus transitioning to a large City.

7:34:11 PM

2.22 Commissioner Gilliland stated he does not like the areas that have been selected in which electronic signs would be permitted because they will facilitate the expansion of the business district of the City to the point that it will expand into residential areas. He also

noted the language of the proposed ordinance seems discretionary in nature, which is inappropriate; the language in the ordinance needs to be ‘massaged’ to provide more clear direction to the reader.

7:39:00 PM

2.23 City Attorney Ahlstrom stated that there have been recent discussions about installing an electronic sign at City Hall or another area of the City in order to disseminate information to the residents; this ordinance would not permit a City sign in previously discussed locations. He then referenced the paragraph discussed by Commissioner Gundersen that deals with dimming of the sign; he noted the paragraph uses the term “full brightness”, but that term is subjective and depends on the quality of the sign. Mr. Boles stated the language in that paragraph could be changed to communicate the maximum pixels or other light units permitted on a sign, but the City would need to purchase an instrument to measure those units and the instrument is very costly.

7:40:41 PM

2.24 Chairperson Johnson stated the Planning Commission has made many comments about the motion to forward a negative recommendation to the Council, but she feels it would have been much ‘cleaner’ to continue an item and provide clear direction to staff regarding how to amend the staff report to include the suggestions of the Planning Commission in order for the body to vote on a document that provides a clear direction. Commissioner McDonald agreed and stated he is reluctant to vote to forward a negative recommendation to the Council in this manner. He stated if there are specific things the Commission does not like about the recommendation those concerns should be expressed.

7:42:50 PM

2.25 Mr. Boles stated that if the Commission chooses to proceed with forwarding a negative recommendation to the City Council, it would be appropriate to include findings indicating the reason for the recommendation. Chairperson Johnson suggested the motion be amended in order to include specific findings supporting the negative recommendation.

7:44:32 PM

2.26 Commissioner McDonald agreed with Chairperson Johnson’s suggestion; he noted he agrees with Commissioner Adams’ comments and he is also worried about the language referenced by Commissioners Gundersen and Gilliland relative to dimming and full brightness. He added he would like the ordinance to include more specific enforcement measures as well.

7:44:55 PM

2.27 Commissioner Adams stated the four main concerns he has deal with: quality control; area selection; enforcement options and the cost to provide enforcement; and the

background regarding the number of requests the City has received that warrant the need to draft the proposed ordinance.

7:46:29 PM

2.28 Mr. Morey stated it would be difficult to provide information regarding the number of requests the City has received because that data has not been tracked. He stated that if that kind of information is important to the Planning Commission it may be more beneficial for the Chamber of Commerce to attend a future meeting to address the issue of the economic impact an electronic sign can have. Chairperson Johnson asked Mr. Adams if he would like the Planning Commission or City Council to receive that information. Mr. Adams stated he would like for a recommendation to be forwarded to the City Council and that there be a focus on those four major points when the issue is discussed by the City Council. Commissioner Gundersen stated she would like for the Planning Commission to hear the perspective of the Chamber of Commerce. Commissioner Adams stated that he wants to understand if there is a significant number of businesses in Draper that feel they need the ability to use electronic signs or if the issue is being driven by one or two businesses. Commissioner Gilliland stated that the Chamber of Commerce would obviously support the business community.

7:49:23 PM

2.29 Chairperson Johnson reminded the Planning Commission that this is not an applicant driven issue; rather, it is a staff initiated text amendment. She stated it is her opinion that it would be wise of the Planning Commission to table the item and have further discussion before forwarding a recommendation to the City Council. There was a general discussion regarding the best way for the Planning Commission to proceed with consideration of and action upon this item, with Commissioner Adams noting he is not willing to withdraw his motion to forward a negative recommendation to the City Council; he reiterated the four points he would like for the City Council to consider when considering the application include: quality control; area selection; enforcement options and the cost to provide enforcement; and the background regarding the number of requests the City has received that warrant the need to draft the proposed ordinance

7:53:04 PM

2.30 Commissioner Hawker asked for a short recess. The meeting reconvened at 7:56:51 PM.

7:57:01 PM

2.31 Chairperson Johnson indicated a member of the audience wishes to address the Planning Commission and she asked the Commissioners if they are comfortable reopening the public hearing; all answered yes.

7:57:02 PM

2.32 John Barberi stated that as a professional businessman and CEO with much retail experience, it is his opinion that the Planning Commission should not 'put the cart before the horse'. He stated that what the Planning Commission and City Council ultimately

need to decide is what kind of atmosphere is most appropriate in Draper City and after that decision has been made, signage will follow. He stated he believes the atmosphere of the City is as important as the signage. He stated that he has used electronic signage in the past in his businesses in other cities and he does not like them he would hate to see Draper negatively impacted by such signage. He reiterated the atmosphere is appropriate.

7:58:30 PM

2.33 There being no additional persons appearing to be heard, Chairperson Johnson closed the public hearing.

7:58:29 PM

2.34 Chairperson Johnson asked Commissioner Adams if his earlier suggestion to proceed with the negative recommendation with a focus on four different topics is an amended motion. Commissioner Adams answered yes. Commissioner Gilliland stated his second of the motion stands.

7:59:11 PM

2.35 Commissioner McDonald suggested that the Planning Commission consider forwarding a positive recommendation with the four findings stated by Commissioner Adams. Commissioner Gundersen stated she is on the fence on this issue; she wants to be progressive and see Draper grow the right way and she feels some of the commercial plans for the City would necessitate something of this nature. She agreed with the public comments that have been made that Draper has a unique atmosphere and she would like for the ordinance to include language that would allow the City to control light pollution.

8:00:38 PM

2.36 **Vote:** A roll call vote was taken with Commissioners Hawker, Gundersen, Gilliland, and Adams voting in favor of forwarding a negative recommendation to the City Council. Commissioner McDonald voted in opposition to the motion.

[Return to Agenda](#)

# ITEM #6

# REQUEST FOR COUNCIL ACTION

<b>To:</b>	<u>Mayor &amp; City Council</u>
<b>From:</b>	<u>Dennis Workman</u>
<b>Date:</b>	<u>4-22-14 for 4-29-14 CC Hearing</u>
<b>Subject:</b>	<u>R4 and R5 Zoning Text Amendment</u>
<b>Staff Presentation:</b>	<u>Keith Morey</u>

## **RECOMMENDATION:**

To adopt Ordinance 1096 which amends the DCMC by adding R4 and R5 zoning categories, as recommended by the Planning Commission.

## **BACKGROUND AND FINDINGS:**

For many years, Draper City has had five single family residential zoning categories. They are A5, requiring a minimum lot size of five acres; RA1, requiring a minimum lot size of 40,000 square feet; RH, requiring a minimum lot size of 40,000 square feet (reserved for the hillside, but seldom used); RA2, requiring a minimum lot size of 20,000 square feet; and R3, requiring a minimum lot size of 13,000 square feet. Due to changes in lifestyles and livelihoods over the years, there has been a growing demand for single-family lot size to be less than 13,000 square feet. Adopting R4 and R5 zoning categories would provide for single-family lot sizes of 10,000 and 8,000 square feet, respectively. The PC reviewed this application and recommends approval based on the following findings:

1. That Subsection 9-5-060(e) allows and outlines the process for amending the text of the DCMC.
2. That the General Plan adopted in 1999 anticipated that these two zoning categories would be needed at some point in the future.
3. That existing developments with single family homes on lot sizes in the 5,000 to 10,000 square foot range (i.e. Cranberry Hill, Wheadon Preserve and Sunset at Draper Ridge II) are among the city's finest neighborhoods.
4. That unlike RM1 and RM2 which allow single family housing with a conditional use permit, R4 and R5 are strictly for single-family housing and do not open up the possibility for multi-family housing .
5. That with changing lifestyles and livelihoods, smaller lot sizes for single family homes are more practical and therefore in demand.
6. That a new subsection of code that requires specific design requirements for single-family dwellings in the RM1 and RM2 zones will foster visual interest and maintain high property values.

## **PREVIOUS LEGISLATIVE ACTION:**

April 10, 2014: Planning Commission reviewed and recommended approval of the text amendment.

## **SUPPORTING DOCUMENTS:**

- Ordinance 1096
- Exhibits A, B and C
- Staff Report to Planning Commission
- Minutes from Planning Commission hearing of April 10, 2014

**ORDINANCE NO. 1096**

**AN ORDINANCE AMENDING THE DRAPER CITY MUNICIPAL CODE, ADDING R4 AND R5 RESIDENTIAL ZONE CATEGORIES TO TABLES 9-10-1 AND 9-10-3, ADDING A PURPOSE STATEMENT FOR THE NEW ZONES TO SECTION 9-8-020, AND ADDING A NEW SECTION OF CODE IDENTIFIED AS 9-10-065 TO ESTABLISH DESIGN STANDARDS FOR THE RM1 AND RM2 ZONES.**

**WHEREAS**, Tables 9-10-1 and 9-10-3 of the Draper City Municipal Code set forth Draper City's residential zones along with each zone's permitted uses and development standards;

**WHEREAS**, Sections 9-8-010 and 9-8-020 of the Draper City Municipal Code contains purpose statements for each of the City's zones;

**WHEREAS**, said portions of the Draper City Municipal Code need to be modified in order to provide for R4 and R5 zone categories;

**WHEREAS**, a new Section of code, identified as 9-10-065, is being added to establish high development standards for single-family housing in the RM1 and RM2 zones;

**WHEREAS**, the proposed text amendments are in harmony with the adopted General Plan, and will not be detrimental to the health, safety and general welfare of the community and its citizens; and

**WHEREAS**, the proposed text amendments have been reviewed by the Planning Commission and City Council, and all appropriate public hearings have been held in accordance with Utah law to obtain public input regarding the proposed revision.

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

**Section 1. Findings.** In adopting revisions to Tables 9-10-1 and 9-10-3 and Sections 9-8-010 and 9-10-020 to provide for R4 and R5 zone categories, and adding a new section identified as 9-10-065 to establish design standards for the RM1 and RM2 zones, the City Council finds: 1) that Subsection 9-5-060(e) allows and outlines the process for amending the text of the DCMC; 2) that the General Plan adopted in 1999 anticipated that these two zoning categories would be needed at some point in the future; 3) that existing developments with single family homes on lot sizes in the 5,000 to 10,000 square foot range are among the city's finest neighborhoods; 4) that unlike RM1 and RM2, R4 and R5 are strictly for single-family housing and do not open up the possibility for multi-family housing; 5) that with changing lifestyles and livelihoods, smaller lot sizes for single family homes are more practical and therefore in demand; and 6) that a new subsection of code that requires specific design requirements for single-family dwellings in the RM1 and RM2 zones will foster visual interest and maintain high property values.

**Section 2. Amendment.** Tables 9-10-1 and 9-10-3, Sections 9-8-010 and 9-8-020 of the Draper City Municipal Code are hereby amended to read as set forth in attached Exhibits A and B, and a new section of code identified as 9-10-065 to read as set forth in attached Exhibit C;

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

**Section 4.      Effective Date.** This Ordinance shall become effective immediately upon passage.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH,  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.**

**DRAPER CITY**

**ATTEST:**

\_\_\_\_\_  
**City Recorder**

**By:** \_\_\_\_\_

**Mayor**

EXHIBIT A

**Table 9-10-1  
Permitted and Conditional Uses Allowed in Residential Zones**

Use	Zones							
	RA1	RA2	RH	R3	R4	R5	RM1	RM2
<b>Agricultural Uses</b>								
Agricultural business	C	NP	NP	NP	NP	NP	NP	NP
Agriculture	P	P	C	P	P	P	P	P
Animals and fowl for recreation and family food production (subject to Sections 9-27-050 and 9-27-055 of this Title)	P (one animal unit per ½ acre) C (more than one animal unit per ½ acre)	C	NP	NP	NP	NP	NP	NP
Animal specialties	C	NP	NP	NP	NP	NP	NP	NP
<b>Residential Uses</b>								
Day care, limited <sup>2</sup>	C	C	C	C	C	C	C <sup>4</sup>	NP
Dwelling, single-family <sup>1</sup>	P	P	P	P	P	P	C	C
Dwelling, single-family with accessory dwelling unit	See Chapter 9-31 of this Title							
Dwelling, two-family	NP	NP	NP	NP	NP	NP	P	P
Dwelling, multiple-family	NP	NP	NP	NP	NP	NP	P	P
Dwelling, temporary	P	P	P	P	P	P	P	P
Home Occupations <sup>3</sup>	See Chapter 9-34 of this Title							
Pre-school, limited <sup>2</sup>	C	C	C	C	C	C	C <sup>4</sup>	NP
Residential facility for elderly persons	P	P	P	P	P	P	P	P
Residential facility for persons with a disability	P	P	P	P	P	P	P	P
<b>Public and Civic Uses</b>								
Cemetery	P	P	P	P	P	P	C	C
Charter schools	P	P	P	P	P	P	P	P
Church or place of worship	C	C	C	C	C	C	C	C
Convalescent care facility	NP	NP	NP	NP	NP	NP	C	C

1 See Chapter 9-30 of this Title for provisions for a Second Kitchen in a Single Family Dwelling

2 See Chapter 9-34 of this Title for applicable provisions

3 See Use Table regulations and specifications for Day Care, Limited and Pre-School Limited Home Occupations

4 In Detached Single-Family Dwellings Only

**Table 9-10-1  
Permitted and Conditional Uses Allowed in Residential Zones**

Use	Zones							
	RA1	RA2	RH	R3	R4	R5	RM1	RM2
<b>Public and Civic Uses</b>								
Cultural service (only in a historic building)	See Chapter 9-33 of this Title							
Golf course	C	C	C	C	C	C	C	C
Government service	C	C	C	C	C	C	C	C
Higher education facility, private	NP	NP	NP	NP	NP	NP	NP	NP
Higher education facility, public	NP	NP	NP	NP	NP	NP	NP	NP
Park	C	C	C	C	C	C	C	C
Private school	C	NP	NP	NP	NP	NP	NP	NP
Public school	P	P	P	P	P	P	P	P
Trade / vocational school	NP	NP	NP	NP	NP	NP	NP	NP
Public utility substation	See Chapter 9-36 of this Title							
School, elementary, middle, or high	C	C	C	C	C	C	C	C
Utility, minor	P	P	P	P	P	P	P	P
<b>Municipal Uses</b>								
Franchise Municipal Use	C	C	C	C	C	C	C	C
Municipal Use	P	P	P	P	P	P	P	P
<b>Commercial Uses</b>								
Agricultural sales and service	C	C	NP	NP	NP	NP	NP	NP
Bed and breakfast inn	See Chapter 9-33 of this Title							
Temporary construction or model home office	See Chapter 9-40 of this Title							
Day Care, General	NP	NP	NP	NP	NP	NP	NP	NP
Kennel	C	NP	NP	NP	NP	NP	NP	NP
Office, general (only in a historic building)	See Chapter 9-33 of this Title							
Personal care service (only in a historic building)								
Personal instruction service (only in a historic building)								
Pre-school, general	C	NP	NP	NP	C	C	NP	NP

**Table 9-10-1  
Permitted and Conditional Uses Allowed in Residential Zones**

Use	Zones							
	RA1	RA2	RH	R3	R4	R5	RM1	RM2
<b>Commercial Uses (cont.)</b>								
Reception Center (only in a historic building)	See Chapter 9-33 of this Title							
Restaurant, general (only in a historic building)								
Retail, general (antique store only in a historic building)								
Veterinary Service	C	NP	NP	NP	NP	NP	NP	NP
Wireless telecommunication facility	See Chapter 9-41 of this Title							

**Table 9-10-3  
Development Standards in Residential Zones**

Development Standard	Zones							
	RA1	RA2	RH	R3	R4	R5	RM1	RM2
<b>Lot Standards<sup>1</sup></b>								
Minimum area, single-family dwelling	40,000 s.f.	20,000 s.f.	40,000 s.f.	13,000 s.f.	10,000 s.f.	8,000 s.f.	10,000 s.f. 6,000 s.f.	8,000 s.f. 4,000 s.f.
Minimum lot area, single-dwelling unit with accessory dwelling unit	40,000 s.f.	20,000 s.f.	40,000 s.f.	13,000 s.f.	N/A	N/A	12,000 s.f.	
Minimum area, two-family dwelling	40,000 s.f.	20,000 s.f.	40,000 s.f.	13,000 s.f.	NP	NP	10,000 s.f.	8,000 s.f.
Minimum project area, multiple-family dwelling	Not Permitted				NP	NP	1 acre	1 acre
Minimum area, townhouse dwelling	Not Permitted				NP	NP	1,000 s.f.	1,000 s.f.
Minimum area, other main buildings	40,000 s.f.	20,000 s.f.	40,000 s.f.	13,000 s.f.	10,000 s.f.	8,000 s.f.	N/A	N/A
Maximum lot depth (as a multiple of lot width at widest point)	4.0 to 1	3.0 to 1	4.0 to 1	2.0 to 1	2.0 to 1	2.0 to 1	5.0 to 1	5.0 to 1
Minimum lot frontage	50 feet	50 feet	50 feet	50 feet	50 feet	50 feet	N/A	N/A
Minimum lot width <sup>2</sup>	100 feet	90 feet	100 feet	80 feet	80 feet	70 feet	N/A	N/A
<b>Building Standards</b>								
Maximum dwelling unit density per acre	1 du/acre	2 du/acre	1 du/acre	3 du/acre	4 du/acre	5 du/acre	8 du/acre	12 du/acre
Maximum square footage of floor area at ground level (including garages) as a percentage of lot area	40%	40%	40%	40%	40%	40%	N/A	N/A
Maximum height, main building	35 feet	35 feet	35 feet	35 feet	35 feet	35 feet	35 feet	35 feet
Maximum height, accessory buildings	See Section 9-27-120 (c) of this Title							

<sup>1</sup> Minimum required lot area on private right-of-way or access easement shall be net area, excluding any area of the lot located within a private right-of-way or access easement.

<sup>2</sup> Corner lots should be platted ten feet wider than interior lots of subdivisions to accommodate two front yards in accordance with Section 17-5-020 of Draper City Code.

**Table 9-10-3  
Development Standards in Residential Zones**

Development Standard	Zones							
	RA1	RA2	RH	R3	R4	R5	RM1	RM2
<b>Setback Standards - Front Yard<sup>3</sup></b>								
Main Buildings <sup>4</sup>	30 feet	30 feet	30 feet	25 feet	25 feet	25 feet	N/A <sup>5</sup>	N/A <sup>5</sup>
Adjacent to existing or proposed minor collector street right-of-way as shown on the most recently amended version of the City's Official Street Map, except those in Section 9-27-140 of this Title	40 feet	40 feet	40 feet	35 feet	30 feet	30 feet	N/A <sup>5</sup>	N/A <sup>5</sup>
Accessory buildings	See Section 9-10-040(A) of this Title							
Swimming Pools	See Section 9-27-180 of this Title							
<b>Setback Standards - Rear Yard</b>								
Main Buildings	20 feet	20 feet	20 feet	20 feet	20 feet	20 feet	N/A <sup>5</sup>	N/A <sup>5</sup>
Adjacent to existing or proposed minor collector street right-of-way as shown on the most recently amended version of the City's Official Street Map, except those in Section 9-27-140 of this Title	30 feet	30 feet	30 feet	30 feet	25 feet	25 feet	N/A <sup>5</sup>	N/A <sup>5</sup>
Corner lots with rear yards that abut the side yard of another lot	20 feet	20 feet	20 feet	20 feet	20 feet	20 feet	N/A <sup>5</sup>	N/A <sup>5</sup>
Accessory buildings	See Section 9-10-040(A) of this Title							
Barns and stables	See Section 9-27-050 of this Title							
Swimming Pools	See Section 9-27-180 of this Title							

<sup>3</sup> Except as modified by the provisions of Section 9-27-140 (Lots and Yards) of this Title.

<sup>4</sup> Except as modified by the provisions of Chapter 9-27-170(g) (Setback Measurement) of this Title

<sup>5</sup> Setbacks between building units (i.e. 4-plex, 6-plex, etc.) as well as setbacks for all buildings (clubhouses, building units, etc.) from project boundaries shall be determined at site plan approval

**Table 9-10-3  
Development Standards in Residential Zones**

Development Standard	Zones							
	RA1	RA2	RH	R3	R4	R5	RM1	RM2
<b>Setback Standards – Side Yard</b>								
Main buildings <sup>4</sup>	12 feet	12 feet	12 feet	10 feet	8 feet	8 feet	N/A <sup>5</sup>	N/A <sup>5</sup>
Accessory buildings			See Section 9-10-040(A) of this Title					
Barns and stables			See Section 9-27-050 of this Title					
Swimming Pools			See Section 9-27-180 of this Title					

<sup>4</sup> Except as modified by the provisions of Chapter 9-27-140(g) (Setback Measurement) of this Title

<sup>5</sup> Setbacks between building units (i.e. 4-plex, 6-plex, etc.) as well as setbacks for all buildings (clubhouses, building units, etc.) from project boundaries shall be determined at site plan approval

## EXHIBIT B

### ARTICLE 3 - BASE ZONES

#### Chapter 9-08 ZONE ESTABLISHMENT

##### Sections:

<a href="#">9-8-010</a>	<a href="#">Zone Establishment</a>
<a href="#">9-8-020</a>	<a href="#">Purposes of Zones</a>
<a href="#">9-8-030</a>	<a href="#">Official Zoning Map</a>
<a href="#">9-8-040</a>	<a href="#">Interpretation of Zoning Boundaries</a>
<a href="#">9-8-050</a>	<a href="#">Clarification of Zoning</a>
<a href="#">9-8-060</a>	<a href="#">Newly Annexed Areas</a>

**Section 9-8-010 Zone Establishment.** In order to accomplish the purposes of the Draper General Plan and this Title, the following zones (or zoning districts), along with their accompanying abbreviations, are hereby established as follows:

- (a) Agricultural Zones.
  - A5 Agricultural
  - A2 Agricultural
  
- (b) Residential Zones
  - RA1 Residential Agricultural
  - RA2 Residential Agricultural
  - RH Single-Family Residential (Hillside)
  - R3 Single Family Residential
  - R4 Single Family Residential**
  - R5 Single Family Residential**
  - RM1 Multiple Family Residential
  - RM2 Multiple Family Residential
  
- (c) Commercial Zones.
  - CN Neighborhood Commercial
  - CC Community Commercial
  - CR Regional Commercial
  - CG General Commercial
  - CI Interchange Commercial
  - CBP Business/Manufacturing Park
  - CO1 Professional Office
  - CO2 Professional Office
  - CSD Commercial Special District
  - O-R Office Residential
  - TC Town Center
  - DC Destination Commercial
  - CS Commercial Services
  
- (d) Public Facility Zones.
  - PF Public Facility

OS	Open Space
PI	Public Institutional

- (e) Manufacturing Zones.  
M1 Light Manufacturing  
M2 Major Manufacturing

- (f) Special Purpose and Overlay Zones.  
MPC Master Planned Community  
OSL Sensitive Lands Overlay  
OHD Historic District Overlay  
OMP Master Plan Overlay

**Section 9-8-020 Zone Purposes.** In addition to the general purposes of this Title as set forth in Section 9-1-030 of this Title, the various zones each serve more specific purposes as set forth below.

(a) Agricultural Zones. Agricultural zones are established to preserve and protect agricultural lands and related activities, to permit activities normally and necessarily related to agricultural production, and to prohibit land uses that may undermine continued agricultural activity.

(1) The purpose of the A5 zone is to maintain the status of large tracts of agricultural land by allowing most commercial agricultural uses. Typical uses include farming, dairy, and cattle production.

(2) The purpose of the A2 zone is to allow a lifestyle that includes generally non-commercial agricultural uses on large lots. Typical uses include estate lots, non-commercial stables, and other equestrian facilities.

(b) Residential Zones. Residential zones are established to provide a wide range of residential land uses at various densities. These zones are intended to protect the stability of neighborhoods and to encourage, collectively, diverse types of desirable new residential development and to protect existing residential uses.

(1) The purpose of the RA1 and RA2 zones is to foster low density development with little impact on its surroundings and municipal services; to generally preserve the character of the City's semi-rural areas; and to promote and preserve conditions favorable to large-lot family life, including the keeping of limited numbers of animals and fowl. The predominant use in these zones is intended to be detached single family dwellings, protected from encroachment by commercial and industrial uses.

(2) The purpose of the RH zone is to allow large scale, master-planned residential development in foothill and mountainous areas. Developed areas are intended to consist of various types of clustered dwellings on relatively small lots, together with carefully limited commercial development. To achieve relatively low overall densities, developed areas are intended to be offset by large tracts of conservation land.

(3) The purpose of the R3 zone is to permit medium density residential development without special mitigation requirements. This zone is intended to provide incentives to foster residential development with little impact on its surroundings and on municipal services, and to generally preserve the semi-rural character called for in the Density Element of the General Plan.

(4) The purpose of the R4 and R5 zones is to permit medium- to medium-high density residential developments with single-family homes. These zones are intended to foster thriving and well-maintained neighborhoods that allow upscale single-family homes on smaller lots that require less maintenance and provide a balanced lifestyle.

(5) The purpose of the RM1 and RM2 zones is to permit well-designed apartments, townhomes, twinhomes, and condominiums at relatively high densities that are appropriately buffered from and compatible with surrounding land uses.

(6) (Repealed 04/08/2003-Ord 526)

(c) Commercial Zones. Commercial zones are established to provide areas where a combination of business, commercial, entertainment, office, and related activities may be established, maintained and protected. Commercial zones are intended to provide a suitable environment for those commercial and service uses which are vital to the economic base of the City.

(1) The purpose of the CN zone is to provide areas where convenience buying outlets, having small trade areas, may be established to serve surrounding residential neighborhoods. This zone is intended to promote a combination of retail and service facilities which, in character and scale, meet day-to-day needs of nearby residents.

(2) The purpose of the CC zone is to provide areas where commercial uses may be established which are generally oriented toward local residents rather than out-of-town patrons. Uses typical of this zone include planned retail and office development and limited medium-to-high density residential uses that can be harmoniously mixed with commercial development.

(3) The purpose of the CR zone is to provide areas where a combination of destination-oriented business, retail commercial, entertainment, and related uses may be established, maintained and protected to serve both residents and non-residents of the City. Typical uses in this zone include large-scale, master-planned commercial centers with outlying commercial pads, big-box stores, offices, and various types of high density residential uses.

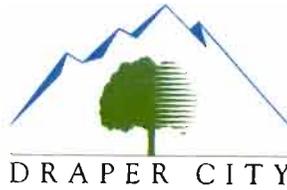
(4) The purpose of the CG zone is to provide areas to accommodate commercial uses which are not within shopping centers of integrated design. This zone is intended to apply to existing "strip commercial" developments. The zone should not be used for new commercial development unless integrated shopping center development is not practical or desirable because of difficult size, shape, topography, or similar problems related to land otherwise deemed to be appropriate for commercial use. Typical uses in this zone include offices, retail stores, personal services, heavy commercial, and institutional uses.

## EXHIBIT C

### **Section 9-10-065 Regulations for Single-Family Dwellings in RM1 and RM2 Zones.**

Single-family dwellings in the RM1 and RM2 zones shall exhibit exceptional design qualities that provide visual interest and promote property values. This goal shall be achieved through exterior design that includes at least seven of the following architectural features:

1. Porch with support columns (6 foot minimum depth)
2. Portico entrance at front doorway
3. Pediment entrance with support or decorative columns or pillars
4. Accent shutters on windows
5. Moldings around windows (4 inch minimum width)
6. Flower box under windows
7. Decorative brackets under eaves
8. Exterior crown molding with eave returns
9. Brick, stone or synthetic stone calculated at 50% on front and side facades
10. Side or rear loaded garage
11. Stone or brick chimney accenting roofline
12. Roof gable with staggered shingle
13. Roof dormer
14. Board-and-batten look achieved through vertical fiber cement siding
15. Corner trim extending from the base to the roofline



---

**Development Review Committee**

1020 East Pioneer Road  
Draper, UT 84020  
(801) 576-6539

---

**STAFF REPORT**

March 28, 2014

**To:** Planning Commission  
Business Date: April 10, 2014

**From:** Development Review Committee  
Prepared by Dennis Workman, Planner II

**Re:** City-Initiated Text Amendment to Add R4 and R5 Zoning Categories

Application No.: 140319-1020E

Applicant: Draper City

Request: To amend the text of the zoning ordinance by adding two new residential zoning categories

**SUMMARY**

For many years, Draper City has had five single family residential zoning categories. They are A5, requiring a minimum lot size of five acres; RA1, requiring a minimum lot size of 40,000 square feet; RH, requiring a minimum lot size of 40,000 square feet (reserved for the hillside, but seldom used); RA2, requiring a minimum lot size of 20,000 square feet; and R3, requiring a minimum lot size of 13,000 square feet. Due to changes in lifestyles and livelihoods over the years, there has been a growing demand for single-family lot size to be less than 13,000 square feet. Currently, the only way to achieve a smaller lot size for single-family housing is by development agreement, or by rezoning to a multi-family zone district that allows—with conditional use permit—single family dwelling lots as small as 8,000 square feet. An example of the latter method is the Galena Grove subdivision on 700 West. The property was re-zoned to RM1 (multifamily up to eight units per acre) so that a 10,000 square foot minimum lot size single-family subdivision could be achieved. The project developed accordingly. However, since development conditions cannot be placed on zoning, the developer could have used his RM1 entitlement for a multi-family project, which would be inappropriate for the area. Adopting R4 and R5 zoning categories would provide for single-family lot sizes of 10,000 and 8,000 square feet, respectively, and would cancel out the option for multi-family.

Criteria For Approval. The criteria for review and approval of a text amendment request to the zoning code are found in Subsection 9-5-060(e) of the Draper City Municipal Code. They are as follows:

(e) Approval Standards. A decision to amend the text of this Title or the zoning map is a matter committed to the legislative discretion of the City Council and is not controlled by any one standard. However, in making an amendment, the City Council should consider the following factors:

(1) Whether the proposed amendment is consistent with goals, objectives and policies of the City's General Plan;



- (2) Whether the proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property;
- (3) Whether the proposed amendment is consistent with the standards of any applicable overlay zone.
- (4) The extent to which the proposed amendment may adversely affect adjacent property; and
- (5) The adequacy of facilities and services intended to serve the subject property, including but not limited to roadways, parks and recreation facilities, police and fire protection, schools, storm water drainage systems, water supplies, and waste water and refuse collection.

General Plan. The R4 and R5 residential zoning categories have been anticipated for years. In 1999, the City Council adopted the current General Plan. In the Land Use section of that document, R4 is listed under the Medium Density land use category (2-4 du/ac), and both R4 and R5 are listed under the Medium-High Density land use category (4-8 du/ac). To adopt these two hard zoning categories into the zoning ordinance was almost a matter of time, given that their inclusion in the city's 15 year- old General Plan conceived of the need for them at some point in the future.

Proposed Changes to the Zoning Ordinance. Staff proposes the following amendments be made to the DCMC, as explained below and as shown on the three exhibits that accompany this staff report.

1. **Exhibit A** shows the proposed changes to Table 9-10-1 of the DCMC, *Permitted and Conditional Uses Allowed in Residential Zones*. The R4 and R5 zone categories have been added, and their permitted and conditional uses are proposed to be the same as for the R3 zone. Table 9-10-3, *Development Standards in Residential Zones*, contains the most significant feature of the proposed text change, which is that R4 zoning would provide for single-family lots as small as 10,000 square feet, and R5 zoning would provide for single-family lots as small as 8,000 square feet. In other words, R4 allows four units per acre and R5 allows five units per acre. Other standards, such as minimum setbacks and lot widths, are also shown. In addition, the minimum square footage for a single-family dwelling in the RM1 and RM2 zones—allowed only with a CUP—changes from 10,000 to 6,000 square feet for RM1, and from 8,000 to 4,000 square feet for RM2.
2. **Exhibit B** shows the proposed changes to Chapter 9-8 of the DCMC, *Zone Establishment*. If the new zones are adopted, Chapter 9-8 would need to change to not only add them to the list of zoning categories, but also to include a section stating their general purpose.
3. **Exhibit C** contains a proposal to add a new subsection of code that would ensure that all single-family dwellings in the RM1 and RM2 zones—6,000 square foot lot minimum and 4,000 square foot lot minimum respectively—meet specific design guidelines. The intent is to discourage these types of subdivisions from being visually uninteresting, such as Inauguration and Sunset Station, and encourage them to have the charm and visual appeal of projects such as Wheadon Preserve.

Legal Review. Legal Counsel has reviewed the proposed changes and recommends approval.

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

### **STAFF RECOMMENDATION**

Staff recommends that the Planning Commission forward a positive recommendation to the City Council regarding the proposed text amendment to add R4 and R5 residential zoning categories to Chapter 9-10 of

the DCMC, as requested by Draper City under application 140319-1020E.

This recommendation is based on the following findings:

1. That Subsection 9-5-060(e) allows and outlines the process for amending the text of the DCMC.
2. That the General Plan adopted in 1999 anticipated that these two zoning categories would be needed at some point in the future.
3. That existing developments with single family homes on lot sizes in the 5,000 to 10,000 square foot range (i.e. Cranberry Hill, Wheadon Preserve and Sunset at Draper Ridge II) are among the city's finest neighborhoods.
4. That unlike RM1 and RM2 which allow single family housing with a conditional use permit, R4 and R5 are strictly for single-family housing and do not open up the possibility for multi-family housing .
5. That with changing lifestyles and livelihoods, smaller lot sizes for single family homes are more practical and therefore in demand.
6. That a new subsection of code that requires specific design requirements for single-family dwellings in the RM1 and RM2 zones will foster visual interest and maintain high property values.

### **MODEL MOTIONS**

*Sample Motion for a Positive Recommendation.* "I move we forward a positive recommendation to the City Council regarding the proposed text amendment to add R4 and R5 residential zoning categories to Chapter 9-10 of the DCMC, as requested by Draper City under application 140319-1020E, based on the findings listed in the staff report dated March 28, 2014.

*Sample Motion for a Negative Recommendation.* "I move we forward a negative recommendation to the City Council regarding the proposed text amendment to add R4 and R5 residential zoning categories to Chapter 9-10 of the DCMC, as requested by Draper City under application 140319-1020E, based on the following findings:"

1. List all findings.



Excerpt from Planning Commission Meeting – April 10, 2014

8:01:30 PM

- 3.0 **Public Hearing: On the request of Draper City for approval of Text Amendment allowing the addition of two new residential zoning categories (R4 and R5). The application is otherwise known as the City Initiated Zoning Categories (R4 and R5) Text Amendment Request, Application #140319-1020E.**

8:01:57 PM

- 3.1 Staff Report: Using the aid of a PowerPoint presentation and his staff report dated March 28, 2014, Planner Dennis Workman reviewed the details of the proposed application. He stated that if the proposed text amendment is approved it would affect three areas of the Draper City Municipal Code (DCMC): the use table, the zone establishment section of the Code, and it would introduce a new section of the Code dealing with design criteria. He provided an overview of the changes to the use table and highlighted the various uses that would be permitted or prohibited in the two new zones. He also reviewed the development standards for the new zones, focusing on the fact that adopting R4 and R5 zoning categories would provide for single-family lot sizes of 10,000 and 8,000 square feet, respectively, and would cancel out the option for multi-family. He stated he would like the discussion of the Planning Commission tonight to focus their comfort level with permitting lots of those sizes. He then concluded by noting staff recommends approval of the application based on the findings listed in the staff report.

8:05:49 PM

- 3.2 Commissioner Gilliland referenced the use table and noted that churches or places of worship are permitted in all zones excepting R4 and R5 and he asked for the reason behind that recommendation. Mr. Workman stated that is an oversight and churches or places of worship should be allowed in the two new zones as well.

8:06:37 PM

- 3.3 Commissioner Adams stated the width requirements for rights-of-way is being reduced from 35 feet to 30 feet and he inquired as to the reason for that recommendation. He stated he wonders if the setbacks are significant enough to prevent a poor design or the appearance of smaller lots. Mr. Workman stated staff feels the recommendation will accommodate suitable developments.

8:08:33 PM

- 3.4 Chairperson Johnson opened the public hearing; there were no persons appearing to be heard and the public hearing was closed.

8:08:40 PM

- 3.5 Commissioner Hawker stated he understands Draper City has changed and there is a need for smaller lot sizes; staff has done a fantastic job of addressing that issue without recommending lot sizes that are too small.

8:09:50 PM

- 3.6 Commissioner Gilliland stated he understands the concept, but he undecided regarding whether he can support it because he is concerned that the introduction of two new zones could potentially change the entire feel of Draper. He noted that larger setbacks require that a smaller home be built and he wondered what demographic would be attracted by that type of design. Commissioner Adams agreed, but noted that some of the most desirable areas of the City are occupied by the type of developments that would be permitted in the R4 and R5 zoning classes, though those developments have been accomplished via development agreements.

8:12:27 PM

- 3.7 Mr. Morey indicated it is important to govern the City in a way that is reflective of what is happening around the City; more and more developers are approaching the City to request development agreements, but those agreements would not be necessary if the R4 or R5 zones existed. He stated he feels there is a need for the zoning. Commissioner Adams stated it is his understanding that this action would not amend the zoning maps of the City and in order for any property to receive an R4 or R5 zoning designation the property owner would need to apply for rezoning of their property. Mr. Morey stated that is correct.

8:14:06 PM

- 3.8 Chairperson Johnson inquired as to the land use designation of the two new zones. Mr. Workman read the following statement from the staff report: "the R4 and R5 residential zoning categories have been anticipated for years. In 1999, the City Council adopted the current General Plan. In the Land Use section of that document, R4 is listed under the Medium Density land use category (2-4 du/ac), and both R4 and R5 are listed under the Medium-High Density land use category (4-8 du/ac). To adopt these two hard zoning categories into the zoning ordinance was almost a matter of time, given that their inclusion in the city's 15 year- old General Plan conceived of the need for them at some point in the future." Mr. Morey added that over the past six months two hotly contested zoning changes would have fit very well within either the R4 or R5 zoning designations. Mr. Workman agreed and stated those developments were a catalyst for this recommendation.

8:15:34 PM

- 3.9 Commissioner McDonald asked if this is an effort to more consistently apply a zoning standard in a fair way rather than requiring developers to develop something unique. Mr. Morey answered yes and noted the City receives so many requests for this type of density and the City has been forced to use development agreements as the tool to achieve that density; that process is much more cumbersome and arbitrary than fitting a development within a clearly defined zoning designation.

8:16:42 PM

- 3.10 **Motion:** Commissioner Gundersen moved to forward a positive recommendation to the City Council regarding the proposed text amendment to add R4 and R5 residential zoning categories to Chapter 9-10 of the DCMC, as requested by Draper City under application

140319-1020E, based on the findings listed in the staff report dated March 28, 2014. Commissioner Hawker seconded the motion.

Findings:

1. That Subsection 9-5-060(e) allows and outlines the process for amending the text of the DCMC.
2. That the General Plan adopted in 1999 anticipated that these two zoning categories would be needed at some point in the future.

Findings Continued to Next Page ...

Findings Continued:

3. That existing developments with single family homes on lot sizes in the 5,000 to 10,000 square foot range (i.e. Cranberry Hill, Wheadon Preserve and Sunset at Draper Ridge II) are among the city's finest neighborhoods.
4. That unlike RM1 and RM2 which allow single family housing with a conditional use permit, R4 and R5 are strictly for single-family housing and do not open up the possibility for multi-family housing .
5. That with changing lifestyles and livelihoods, smaller lot sizes for single family homes are more practical and therefore in demand.
6. That a new subsection of code that requires specific design requirements for single-family dwellings in the RM1 and RM2 zones will foster visual interest and maintain high property values.
7. Change the designations of R4 and R5 under church and place of worship to sub-item C as opposed to P as stated in the original recommendation.

8:17:30 PM

- 3.11 **Vote:** A roll call vote was taken with Commissioners McDonald, Adams, Hawker, and Gundersen voting in favor of forwarding a positive recommendation to the City Council. Commissioner Gilliland voted in opposition to the motion.

Return to Agenda

# ITEM #7

# REQUEST FOR COUNCIL ACTION

**To:** Mayor & City Council  
**From:** Dennis Workman  
**Date:** 4-22-14 for 4-29-14 CC Hearing

**Subject:** Kimballs Lane Zone Change/Development Agreement

**Applicant Presentation:** Bryon Prince with Ivory Homes

**Staff Presentation:** Keith Morey, Community Development Director

## RECOMMENDATION:

To approve the zone change and development agreement, as recommended by the Planning Commission.

## BACKGROUND AND FINDINGS:

The applicant intends to subdivide the subject property into 11 single-family building lots, with lots as small as 9,000 square feet, and an average size of approximately 10,000 square feet. The minimum lot size in the R3 zone, however, is 13,000 square feet. The applicant therefore wishes to combine this rezone request with a development agreement that would allow minimum lot size to be 9,000 square feet. The PC recommended approval of both zone change and development agreement, with the following findings.

1. That there are adequate facilities and services intended to serve the subject property, including but not limited to roadways, parks and recreation facilities, police and fire protection, schools, storm water drainage systems, water supplies, and waste water and refuse collection.
2. That a 9,000 square foot lot is consistent with lot sizes in the Cranberry Hills subdivision; in fact, the five lots that abut the subject property on the north are all less than 9,000 square feet.
3. That the consideration being proposed for the development agreement is based on the city engineer's recommendation, which is tied to the per-lot park improvement cost of each of the 380 lots in the Cranberry Hills subdivision.
4. That improving Cranberry and Honeybee Parks, as per the list of improvements shown on Exhibit D, would be a sizeable benefit to Draper City, especially to park patrons residing in the area.
5. That the minimum lot size of 9,000 square feet is reasonable, considering that staff has been directed to bring a text change proposal to the Planning Commission and City Council that would provide for single family lots to go down to 8,000 square feet.
6. That should the R5 zoning category be approved, a rezone to R5 may possibly be approved on the subject property, thus enabling Ivory to subdivide according to their proposed concept plan without entering into a development agreement with the city.

## PREVIOUS LEGISLATIVE ACTION:

April 10, 2014: Planning Commission reviewed and recommended approval of the zone change and the development agreement.

## FISCAL IMPACT: Finance Review: 325

- Allowing 9,000 square foot lots will provide for one or two lots more than standard R3 zoning would yield. All homes will require typical city services.

## SUPPORTING DOCUMENTS:

- Ordinance 1097
- Exhibits A through D
- Staff Report to Planning Commission with maps
- Minutes from Planning Commission hearing of April 10, 2014

**ORDINANCE NO. 1097**

**AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF DRAPER CITY AND APPROVING A DEVELOPMENT AGREEMENT FOR APPROXIMATELY 3.92 ACRES OF PROPERTY FROM RA1 TO R3, LOCATED AT APPROXIMATELY 491 EAST KIMBALLS LANE WITHIN DRAPER CITY, OTHERWISE KNOWN AS THE KIMBALLS LANE ZONE CHANGE AND DEVELOPMENT AGREEMENT.**

**WHEREAS**, the City has received a request submitted by the authorized agent of the subject parcel requesting certain described real property in Draper City, Salt Lake County, State of Utah, be rezoned; and

**WHEREAS**, the Planning Commission has reviewed and made a recommendation to the City Council concerning the proposed zoning change and amendment to the official zone district map of Draper City, and the City Council has found the proposed zoning change to be consistent with the City's general plan; and

**WHEREAS**, all appropriate public hearings have been held in accordance with Utah law to obtain public input regarding the proposed revisions to the zone district map.

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

**Section 1. Zoning Map Amendment.** The following described real property located at approximately 491 E. Kimballs Lane within Draper City, Salt Lake County, State of Utah, previously zoned RA1 as shown on the Draper City zone district map, hereinafter referred to as "the property," is hereby changed and rezoned to R3:

Parcel 28-19-451-040

BEG S 2185.5 FT & E 3954.12 FT FR W 1/4 COR SEC 19, T 3S, R 1E, SLM; S 0°20'40" E 56.29 FT; S 89°50' W 461.20 FT; N 0°08'31" E 77 FT; S 70°54'51" E 59.23 FT; E 404.69 FT TO BEG. .62 AC M OR L.

Parcel 28-19-453-015

BEG N 89°50' E 1329.75 FT & N 0°08'30" E 410 FT & S 89°50' W 60 FT FR S 1/4 COR SEC 19, T 3S, R 1E, SLM; S 89°50' W 410 FT; N 0°08'30" E 77 FT; N 70°54'51" W 4.2 FT; N 89°51'30" W 96 FT; S 0°08'30" W 141.64 FT; S 71° E 219.97 FT; S 67°24' E 327.301 FT M OR L; N 261.649 FT M OR L TO BEG. 2.03 AC M OR L.

Parcel 28-19-451-011

BEG N 89°50' E 1329.75 FT & N 0°08'30" E 82.97 FT FR S 1/4 COR OF SEC 19, T 3S, R 1E, S L M; N 67°24' W 351.39 FT; N 71° W 197.59 FT; N 0°08'30" E 63.99 FT M OR L; S 71° E 219.97 FT; S 67°24' E 327.301 FT; S 0°08'30" W 65.35 FT M OR L TO BEG. 0.76 AC M OR L.

Parcel 28-19-451-007

BEG N 89°50' E 1329.75 FT & N 0°08'30" E 33 FT FR S 1/4 COR SEC 19 T3S R1E SL MER N 0°08'30" E 377 FT S 89°50' W 60 FT S 0°08'30" W 377 FT N 89°50' E 60 FT TO BEG 0.51 AC.

**Section 2. Development Agreement.** The development agreement attached hereto as Exhibit A is hereby approved pursuant to the legislative powers of the City.

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

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

**PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH,  
ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2014.**

**ATTEST: DRAPER CITY**

**By: \_\_\_\_\_ By: \_\_\_\_\_**  
**City Recorder Mayor**

EXHIBIT A

CRANBERRY HILLS 18  
PLANNED UNIT DEVELOPMENT AGREEMENT  
**DRAFT**

THIS AGREEMENT is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between Draper City, a municipal corporation of the State of Utah, ("City"), and Ivory Development, LLC, ("Developer"), sometimes referred to jointly as "Parties."

RECITALS:

- A. Developer has heretofore made application to the city for approval of Developer's project as a planned unit development.
- B. Developer also has pending a zone amendment application for purposes of amending the zoning of the property subject to this Agreement to R-3.
- C. Developer's project is to be known as Cranberry Hill No. 18 P.U.D. ("Project"), a 11 lot subdivision consisting of 2.8 units per acre with a minimum of 9,000 square foot lots and the following proposed setbacks:
  - (i) Front 20 Feet
  - (ii) Rear 20 Feet
  - (iii) Side 10 Feet
  - (iv) Side (street side corner) 20 Feet
- D. Developer's real property subject to the Project is more particularly described in Exhibit B attached hereto and incorporated by this reference.
- E. The Project is not currently a part of the Cranberry Hill P.U.D. which was granted RM zoning approval on September 1, 1992 and Preliminary Plat approval on March 4, 1993.
- F. Developer desires to amend the zoning of the property subject to the Project to provide flexibility in density and setbacks given the unique geometry of the property to be included in the Project.
- G. City staff has recommended to Developer that the Cranberry Hills Development within the City be extended to include Developer's proposed development.
- H. City is amenable to extending the existing Cranberry Hill P.U.D. to include the Project, and to allow flexibility in density, setbacks and otherwise to facilitate the development of the Project.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Development Requirements.

Subject to the City's approval of the extension of the Cranberry Hill P.U.D., together with all necessary zoning changes, entitlements and approvals, and subject to the terms and conditions of this Agreement, Developer shall proceed with the Project as follows:

a. Compliance with City Ordinances and Development Requirements. The Project shall be developed in accordance with the ordinances and development requirements of the City governing planned unit developments. All required plats, drawings and other supporting documents for the Project, and each phase thereof, shall be prepared and submitted to the City for its review and approval.

(i) The Developer shall pay to the City all required park impact fees and, in addition, the sum of \$ 60,507 as a fee in-lieu of dedicating land to the City for purposes of a park. The amount has been determined by the Parties to be equivalent to, and consistent with, the value of dedicated parkland based on the Cranberry Hill P.U.D. Subdivision RM zoning and plat approvals model.

b. Dedication or Donation. Prior to or simultaneously with recording of the final plat for the Project, or any phase thereof, at the office of the Salt Lake County Recorder, the Developer agrees to dedicate, transfer or donate to the City all required easements for the purpose of constructing, installing, operating and maintaining public utilities and improvements of every nature and kind as determined necessary by the City.

2. Construction Standards and Requirements.

All Construction shall be conducted and completed in accordance with the ordinances and development standards of the City. All required improvements for the Project shall be constructed in accordance with the City's construction standards and/or plans specifically approved for this project and all required Public improvements and easements shall be dedicated to the City. Prior to commencing any construction or development of any building, structures or other work or improvements within the Project, the Developer shall secure any and all permits which may be required by the City or any other governmental entity having jurisdiction over the work. The Developer shall construct, or cause to be constructed, all improvements for the Project in conformity with all applicable federal, state and/or local laws, rules and regulations.

3. Payment of Fees.

The Developer shall pay all required fees to the City in a timely manner pertaining to the Project or any portion thereof.

4. City Obligations.

Subject to the Developer complying with all of the City's Ordinances, rules, regulations and the provisions of this Agreement, the City agrees to:

a. Provide standard municipal services to the Project including police and fire protection, subject to payment of all fees and charges charged or levied therefor by the City.

5. Assignment.

The Developer shall not assign this Agreement or any rights or interests herein without the prior written consent of the City.

6. Notice.

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

To the Developer:

Ivory Development, LLC. Attn: Bryon Prince \_\_\_\_\_  
978 Woodoak Lane \_\_\_\_\_  
Salt Lake City, Utah 84117 \_\_\_\_\_

To City:

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

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

7. Attorneys' Fees.

In the event of any lawsuit between the parties hereto arising out or relating to this Agreement, or any of the documents provided for herein, the prevailing party or parties shall be entitled, in addition to the remedies and damages, if any, awarded in such proceeding, to recover reasonable attorneys' fees and costs.

8. Integration.

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

9. Headings.

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

10. Binding Effect.

This Agreement shall inure to the benefit of, and be binding upon the parties hereto and their respective heirs, representatives, officers, agents, employees, successors and assigns (if any assignments are allowed as provided hereinabove).

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

"CITY"

Draper City

By: \_\_\_\_\_

Mayor

Attest:

\_\_\_\_\_

City Recorder

"DEVELOPER"

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT B

A portion of the SE1/4 of Section 19, Township 3 South, Range 1 East, Salt Lake Base & Meridian, located in Draper, Utah, more particularly described as follows: Beginning at the intersection of the northerly line of the East Jordan Canal and the westerly line of Lot 1, MORGAN ACRES Subdivision, according to the Official Plat thereof on file in the Office of the Salt Lake County Recorder, said point being located N89°50'00"E along the Section line 1,329.39 feet and North 58.07 feet from the South ¼ Corner of Section 19, T3S, R1E, S.L.B.& M.; thence N67°24'00"W along the northerly line of said Canal 64.52 feet to the westerly line of that Real Property described in Deed Book 7310 Page 1585 of the Official Records of Salt Lake County; thence N0°08'30"E along said deed 65.58 feet; thence N67°24'00"W along said deed 326.60 feet; thence N71°00'00"W along said deed and extension thereof 221.09 feet to the easterly line of Lot 1506, CRANBERRY HILL No. 15 P.U.D. according to the Official Plat thereof on file in the Office of the Salt Lake County Recorder; thence N0°01'33"W (plat: N0°08'30"E along said Plat 144.48 feet to the southwest corner of Lot 1728, CRANBERRY HILL No. 17 P.U.D.; thence along said Plat the following 3 (three) courses and distances: N89°58'27"E (plat: S89°51'30"E) 96.00 feet; thence S71°04'54"E (plat: S70°54'51"E) 63.44 feet; thence N89°49'57"E (plat: East) 404.69 feet to the northeast corner of Deed Book 7307 Page 308; thence S0°30'43"E along said deed 61.10 feet to the north line of said Deed Book 7310 Page 1585; thence N89°50'00"E along said deed 8.37 feet to the westerly line of Lot 2, of said MORGAN ACRES Subdivision, thence S0°04'00"E (plat: S0°06'23"E) 351.92 feet to the point of beginning.

Contains: 3.92+/- acres

EXHIBIT C

**Cranberry Hills - Park Valuations**

March 2014

					Cranberry Park (3 ac)
Site Amenities	Unit Price	Unit	Qty	Cost Estimate	
Clearing & Grubbing	\$0.20	S.F.	130680	\$26,136	
Rough Grading	\$8.00	C.Y.	2500	\$20,000	
Parking Lot	\$3.00	S.F.	7000	\$21,000	
Curb & Gutter	\$17.50	L.F.	450	\$7,875	
Cul. Water Meter, Lateral (1")	\$6,000.00	Each	1	\$6,000	
Water Service Line	\$15.00	L.F.	130	\$1,950	
Sec. Water Meter, Lateral, Fees	\$2,500.00	Acre	3	\$7,500	
Power Meter	\$1,500.00	Each	1	\$1,500	
Power Service Line	\$10.00	L.F.	130	\$1,300	
Irrigation-Controller	\$1,000.00	Each	1	\$1,000	
Irrigation-Open ( <i>typ. 60% of park</i> )	\$0.50	S.F.	116980	\$58,490	
Irrigation-Narrow ( <i>typ. 20% of park</i> )	\$1.00	S.F.	0	\$0	
4" Topsoil	\$0.40	S.F.	116980	\$46,792	
Lawn (Seeded)/Finish Grading	\$0.20	S.F.	116980	\$23,396	
Lawn (Sod)	\$1.00	S.F.	0	\$0	
Tree ( <i>typ. 15/acre</i> )	\$300.00	Each	45	\$13,500	
Picnic Shelter	\$11,000.00	Each	1	\$11,000	
Playground	\$50,000.00	Each	1	\$50,000	
Sidewalks ( <i>typ. 2,500sf/acre</i> )	\$5.00	S.F.	5100	\$25,500	
Concrete Mow Strip	\$15.00	L.F.	0	\$0	
Garbage Receptacles	\$1,000.00	Each	1	\$1,000	
Bench	\$1,200.00	Each	2	\$2,400	
Drinking Fountains	\$3,800.00	Each	1	\$3,800	
Picnic Table w/ Pad	\$3,500.00	Each	1	\$3,500	
Fencing (black chain link)	\$18.00	L.F.	0	\$0	
Fencing (wood rail)	\$12.00	L.F.	0	\$0	
Signage (small)	\$500.00	Each	1	\$500	
Signage (metal regulatory)	\$250.00	Each	1	\$250	
<b>TOTAL CONSTRUCTION ESTIMATE</b>				<b>\$334,389</b>	
Design/Administration @ 10% of Project Costs				\$21,735	
Contingency @ 15% of Project Costs				\$50,158	
Land Value				\$613,200	
<b>TOTAL ESTIMATED PROJECT COST</b>				<b>\$1,019,483</b>	
<b>Cost per sq ft (3 acres)</b>				<b>\$7.80</b>	

Total Park Improvement Costs	\$7.80	S.F.	287496	\$2,242,862
Park Improvement Costs Per Lot	\$2,242,861.80		380	\$5,902
Fee-in-lieu of park development	\$5,902.27		10	<b>\$59,023</b>

EXHIBIT D

**Cranberry Hills - Potential Park Improvement Cost Estimate**

March 2014

<u>Site Amenities</u>	<u>Unit Price</u>	<u>Unit</u>	<u>Cranberry Park</u>		<u>Honeybee Park</u>	
			<u>Qty</u>	<u>Cost Est</u>	<u>Qty</u>	<u>Cost Est</u>
Tree ( <i>typ. 15/acre</i> )	\$300.00	Each	10	\$3,000	20	\$6,000
Picnic Shelter	\$11,000.00	Each	1	\$11,000	1	\$11,000
Sidewalks ( <i>typ. 2,500sf/acre</i> )	\$5.00	S.F.	0	\$0	2000	\$10,000
Drinking Fountains	\$3,800.00	Each	0	\$0	1	\$3,800
Waterline	\$15.00	L.F.	0	\$0	100	\$1,500
Picnic Table w/ Pad	\$3,500.00	Each	0	\$0	1	\$3,500
<b>TOTAL CONSTRUCTION ESTIMATE</b>				<b>\$14,000</b>		<b>\$35,800</b>
Design/Administration @ 10% of Project Costs				\$910		\$2,327
Contingency @ 15% of Project Costs				\$2,100		\$5,370
<b>TOTAL ESTIMATED PROJECT COST</b>				<b>\$17,010</b>		<b>\$43,497</b>
<b>GRAND TOTAL ESTIMATED PROJECT COST</b>						<b>\$60,507</b>



---

## Development Review Committee

1020 East Pioneer Road  
Draper, UT 84020  
(801) 576-6539

---

### STAFF REPORT

March 28, 2014

**To:** Planning Commission  
Business Date: April 10, 2014

**From:** Development Review Committee  
Prepared by Dennis Workman, Planner II

**Re:** **Kimballs Lane Zone Change and Development Agreement**

**Application No.:** 131211-491E  
**Applicant:** Bryon Prince with Ivory Homes  
**Location:** 491 E. Kimballs Lane  
**Zoning:** RA1  
**Parcel Size:** 3.92 acres  
**Request:** Zone change from RA1 to R3 with a Development Agreement

#### **BACKGROUND**

This is a request for a rezone from RA1 to R3 on approximately four acres located on the north side of Kimballs Lane, north of Juan Diego High School. The subject property abuts the Cranberry Hills subdivision on its south boundary; the applicant considers the anticipated subdivision to be an extension of the Cranberry Hills subdivision, and will be calling it *Cranberry Hills No. 18 P.U.D.* From that standpoint, R3 zoning makes sense because the Cranberry Hills subdivision is zoned R3. The applicant intends to subdivide the property into 11 single-family building lots, with lots as small as 9,000 square feet, and an average size of approximately 10,000 square feet. The minimum lot size in the R3 zone, however, is 13,000 square feet. The applicant therefore wishes to combine this rezone request with a development agreement that would allow minimum lot size to be 9,000 square feet. This staff report will review the requested rezone/development agreement and the monetary consideration the applicant is proposing.

*General Plan and Zoning.* The land use plan designates this property Medium Density Residential, which has a density range of 2-4 dwelling units per acre. As such, the land use plan supports a rezone to R3, which carries a density of up to three units per acre. R3 zoning sets minimum lot size at 13,000 square feet, yet the applicant desires to subdivide into lot sizes as small as 9,000 square feet. It is for this reason that the applicant is proposing to enter into a development agreement with the city.

*Criteria For Approval.* The criteria for review and potential approval of a Zoning Map Amendment request is found in Section 9-5-060(e) of the Draper City Municipal Code. This section depicts the standard of review for such requests as:

- (e) Approval Standards. A decision to amend the text of this Title or the zoning map is a matter committed to the legislative discretion of the City Council and is not controlled by any one standard. However, in making an amendment, the City Council should consider the following factors:



- (1) Whether the proposed amendment is consistent with goals, objectives and policies of the City's General Plan;
- (2) Whether the proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property;
- (3) Whether the proposed amendment is consistent with the standards of any applicable overlay zone.
- (4) The extent to which the proposed amendment may adversely affect adjacent property; and
- (5) The adequacy of facilities and services intended to serve the subject property, including but not limited to roadways, parks and recreation facilities, police and fire protection, schools, storm water drainage systems, water supplies, and waste water and refuse collection.

Development Agreement Proposal. As contained in the draft development agreement that accompanies this staff report, Ivory Homes proposes to develop the subject 3.92 acres into 11 lots, with a minimum lot size of 9,000 square feet. The proposal also includes setbacks of 20 feet on the front, rear and street side corner, and ten feet on a regular side. (Standard R3 setbacks are 25 feet on the front, 25 feet on street side corner, 20 feet on rear, and 10 feet on side.) As consideration for allowing the property to develop according to these relaxed standards, Ivory proposes to pay the city the sum of \$60,507. This amount is tied to the per-lot park improvement costs of the developed portion of Cranberry Hills. It is essentially payment in lieu of dedicating land to the city for purposes of a park. It is in addition to all required park impact fees. Accepting this payment is essentially how the original 17 phases of Cranberry Hill subdivision were developed. As shown in exhibit D, this money would be earmarked for park improvements to parks within the area.

There are four exhibits that accompany this staff report. **Exhibit A** is the draft development agreement, **Exhibit B** is the legal description of the 3.92 acres under question, **Exhibit C** shows the city engineer's calculations of the per-lot park improvement costs of the 380 lots of the Cranberry Hills subdivision (the 17 phases already developed), and **Exhibit D** shows specific park improvements at Cranberry Park and Honeybee Park that the money would be earmarked for. The total cost of these improvements (\$60,507) is what the applicant is proposing as consideration. (For the city to take money in exchange for giving higher density runs afoul of the purpose of a development agreement, as money alone should not be a bargaining chip. Therefore, it is important to note that the money represents specific park improvements.)

City Engineer. In a memo dated March 17, 2014, Brien Maxfield states:

We have reviewed the subject zone map amendment application and recommend approval. In accordance with the provisions of Section 9-5-060(e) of the Draper City Municipal Code (DCMC), we speak primarily to the adequacy of facilities and services intended to serve the subject property. In making an amendment, the City Council should consider the following factors. Accordingly, the following comments are recommended for your consideration:

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

Other than noted below, we are not aware of any inadequacies of the facilities intended to serve this property.

- a. Connectivity with this parcel is not an issue. Although through residential streets, it has adequate access to 300 East.

- b. There are public storm drainage facilities along High Berry Lane, north of the subject parcel block. An engineering evaluation of the fronting storm drain system will be required to determine the potential to connect the site to this system to convey detained storm water flows. Additional information will be required at the subdivision application to determine the actual drainage requirements.
- c. Sanitary sewer facilities will be provided by South Valley Sewer District. Any site plan application will require a commitment to serve from the Sewer District that facilities are adequate to provide service for the proposed uses.
- d. Culinary water service is provided by Draper City. For single family residential uses there are adequate water pressure and supply from High Berry Lane. Fire flow adequacy for high density or other uses shall be determined by the applicant at the subdivision approval process.

*Fire Marshal.* Don Buckley with the Unified Fire Authority has no concerns at this time, but will want to review at subdivision and building permit stages.

### **STAFF RECOMMENDATION**

Staff recommends that the Planning Commission send a positive recommendation to the City Council regarding the Kimballs Lane Zone Change/Development Agreement, application 131211-491E, based on the following findings:

1. That there are adequate facilities and services intended to serve the subject property, including but not limited to roadways, parks and recreation facilities, police and fire protection, schools, storm water drainage systems, water supplies, and waste water and refuse collection.
2. That a 9,000 square foot lot is consistent with lot sizes in the Cranberry Hills subdivision; in fact, the five lots that abut the subject property on the north are all less than 9,000 square feet.
3. That the consideration being proposed for the development agreement is based on the city engineer's recommendation, which is tied to the per-lot park improvement cost of each of the 380 lots in the Cranberry Hills subdivision.
4. That improving Cranberry and Honeybee Parks, as per the list of improvements shown on Exhibit D, would be a sizeable benefit to Draper City, especially to park patrons residing in the area.
5. That the minimum lot size of 9,000 square feet is reasonable, considering that staff has been directed to bring a text change proposal to the Planning Commission and City Council that would provide for single family lots to go down to 8,000 square feet.
6. That should the R5 zoning category be approved, a rezone to R5 may possibly be approved on the subject property, thus enabling Ivory to subdivide according to their proposed concept plan without entering into a development agreement with the city.

### **MODEL MOTION**

*Sample Motion for Negative Recommendation.* "I move we forward a positive recommendation to the City Council regarding the Kimballs Lane Zone Change/Development Agreement by Bryon Prince, application 131211-491E, based on the findings listed in the staff report dated March 28, 2014, and the following additional findings:"

1. List additional findings, if any.

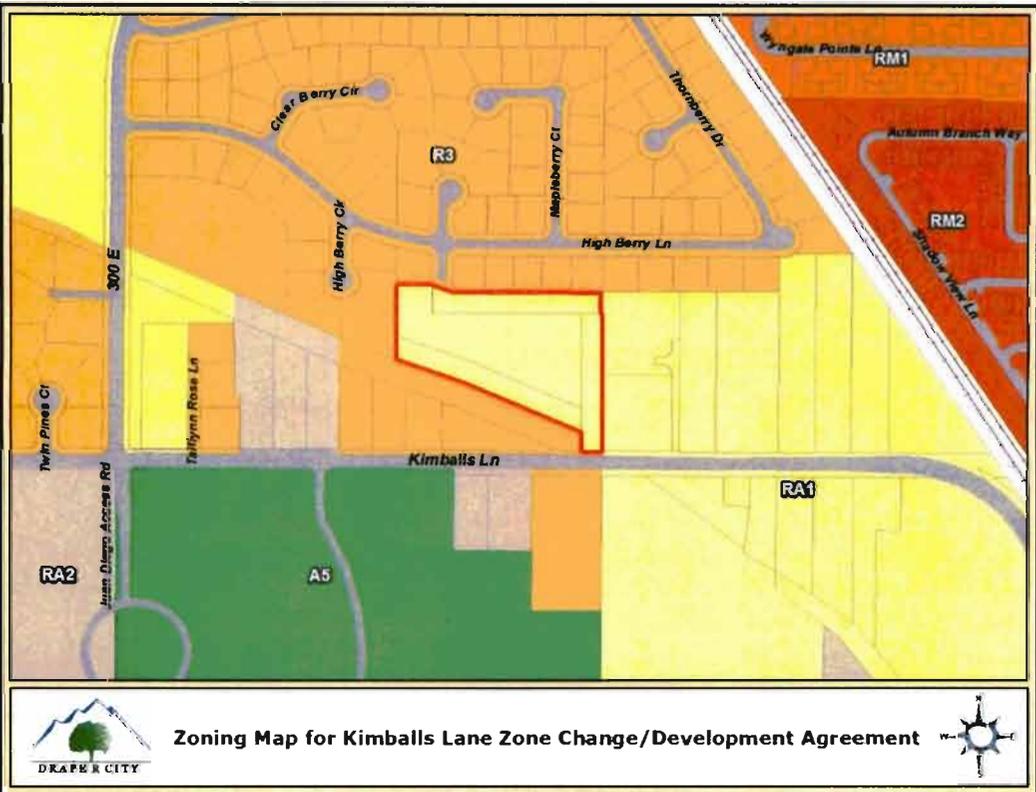
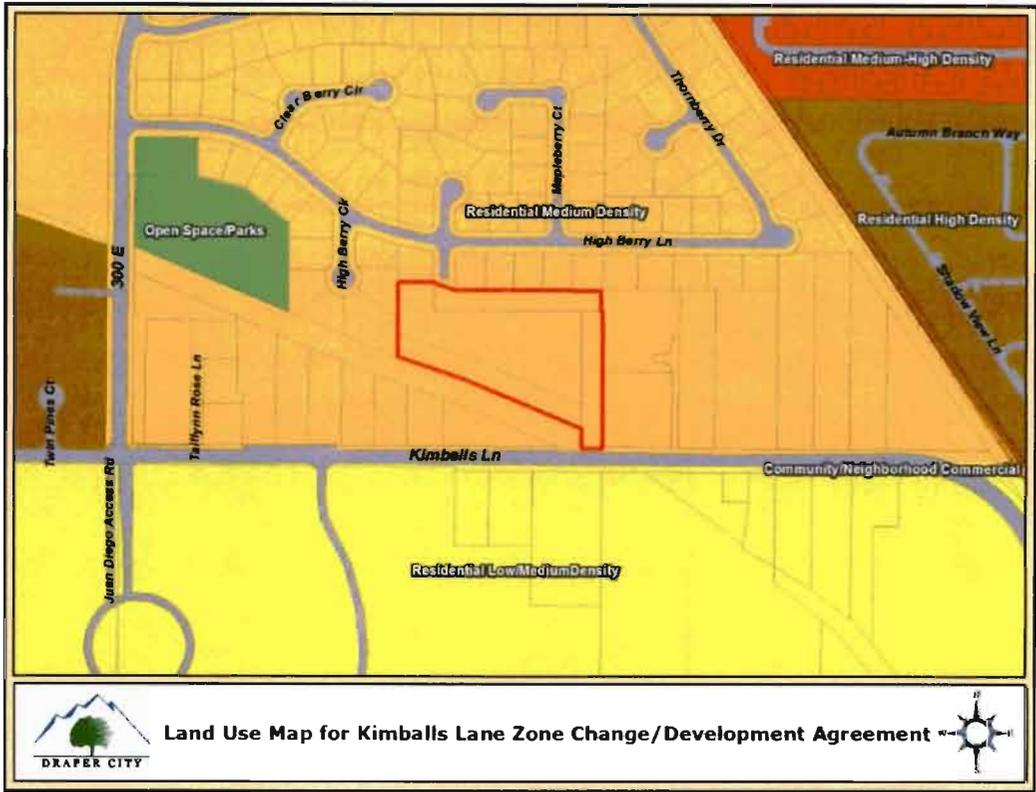
*Sample Motion for Positive Recommendation.* "I move we forward a negative recommendation to the City Council regarding the Kimballs Lane Zone Change/Development Agreement, application 131211-491E, based on the following findings:"





**Aerial Map for Kimbells Lane Zone Change/Development Agreement**







**Kimballs Lane Zone Change  
Surrounding Parcel Square Footage**

0 75 150 300 Feet



**Excerpt from Planning Commission Meeting – April 10, 2014**

6:31:20 PM

- 1.0 **Public Hearing: On the request of Bryon Prince, representing Ivory Development for approval of a Zoning Map Amendment changing the zoning designation from RA1 (Residential Agriculture) to R3 (Residential) with a Development Agreement on 3.16 acres at 491 E. Kimballs Lane. The application is otherwise known as the Kimballs Lane Zone Change and Development Agreement Request, Application 131211-491E. This item was continued from the March 27, 2014 meeting.**

6:31:47 PM

- 1.1 **Staff Report:** Using the aid of a PowerPoint presentation and his staff report dated March 28, 2014, Planner Dennis Workman reviewed the details of the proposed application. He explained this is a request for a rezone from RA1 to R3 on approximately four acres located on the north side of Kimballs Lane, north of Juan Diego High School; the subject property abuts the Cranberry Hills subdivision on its south boundary; the applicant considers the anticipated subdivision to be an extension of the Cranberry Hills subdivision, and will be calling it Cranberry Hills No. 18 P.U.D. He noted staff agrees with the developer's standpoint that R3 zoning makes sense because the Cranberry Hills subdivision is zoned R3. He explained the applicant intends to subdivide the property into 11 single-family building lots, with lots as small as 9,000 square feet, and an average size of approximately 10,000 square feet and he reviewed a concept plan for the proposed development. He indicated the minimum lot size in the R3 zone is 13,000 square feet and, therefore, the applicant therefore wishes to combine this rezone request with a development agreement that would allow minimum lot size to be 9,000 square feet. He referenced exhibit A in the Planning Commission packet, which is the draft of the development agreement; the agreement indicates the developer will pay the City a certain amount of money for consideration of approval of the agreement. He also reviewed the specific improvements that would be made to the two parks in the vicinity of the subject property using the money provided by the developer. He concluded staff recommends approval of the application based on the findings listed in the staff report.

6:35:51 PM

- 1.2 Commissioner McDonald asked if it is correct that the City stands to gain some improvements that would not otherwise be possible if the property were zoned R-4 or R-5. Mr. Workman answered yes. Mr. Workman then reviewed maps of the area to identify the locations of the two parks in the vicinity and noted the money provided by the developer via the development agreement would be tied to the improvement of those parks and could be used for nothing else.

6:37:51 PM

- 1.3 **Applicant Presentation:** Bryon Prince stated he is excited about the opportunity to develop the subject property as an infill project. He noted the property was intended to be part of the Cranberry Hills Master Planned Development and the timing is now right to proceed with that intention. He indicated he has been working with City staff since October to negotiate the development agreement and that has been a very positive

process; he feels the request for flexibility regarding density and setbacks is reasonable along with the fee in lieu of dedicated space. He concluded the project will be a quality project.

6:39:31 PM

1.4 Chairperson Johnson opened the public hearing.

6:40:05 PM

1.5 Julie Amarosa, 494 Highberry Lane, stated her backyard borders the subject property and she and her husband were wondering if there are plans to build a fence along the perimeter of the project or if the existing homeowners will be responsible for that fencing. She also inquired as to the construction timeline for the project.

6:40:55 PM

1.6 Eddie DeVincentis stated his property also borders the subject property and he is not sure some of the requests of the applicant are reasonable; one of the parks that will benefit from the money paid to the City by the developer is not relevant to the existing community and the other park was just recently improved by Draper City and he does not feel there is a need for additional improvements. He noted he understands the area is residential and continued residential development is inevitable, but rezoning and reconfiguring this part of the community may not be acceptable to the City.

6:42:01 PM

1.7 There were no additional persons appearing to be heard and Chairperson Johnson closed the public hearing.

6:42:25 PM

1.8 Mr. Morey stated that the Parks Department provided input regarding the calculations for park space required for the initial Cranberry Hills phases of development as well as how those calculations should be applied; they assembled a project list including information regarding how the funds provided by the developer of the subject property could be utilized to improve the parks. He noted that although there may be a perception that improvements have already been made to one of the parks in question, there are always improvements that can be made to any given park.

6:43:22 PM

1.9 Mr. Prince then explained the fencing of the project is yet to be determined, but the issue will be addressed at a later date. He then stated the timeline for the project includes a completion date sometime in 2015; he would like to begin improving the property in the fall of 2014 and advertising lots available for sale early next year.

6:45:42 PM

1.10 Commissioner Hawker asked Mr. Workman if there is any opportunity for traffic to access the subject property from Kimball's Lane. Mr. Workman answered no.

6:46:26 PM

- 1.11 Chairperson Johnson summarized the considerations of the Planning Commission this evening.

6:47:11 PM

- 1.12 **Motion:** Commissioner McDonald moved to forward a positive recommendation to the City Council regarding the Kimballs Lane Zone Change/Development Agreement by Bryon Prince, application 131211-491E, based on the findings listed in the staff report dated March 28, 2014. Commissioner Adams seconded the motion.

Findings:

1. That there are adequate facilities and services intended to serve the subject property, including but not limited to roadways, parks and recreation facilities, police and fire protection, schools, storm water drainage systems, water supplies, and waste water and refuse collection.
2. That a 9,000 square foot lot is consistent with lot sizes in the Cranberry Hills subdivision; in fact, the five lots that abut the subject property on the north are all less than 9,000 square feet.
3. That the consideration being proposed for the development agreement is based on the city engineer's recommendation, which is tied to the per-lot park improvement cost of each of the 380 lots in the Cranberry Hills subdivision.
4. That improving Cranberry and Honeybee Parks, as per the list of improvements shown on Exhibit D, would be a sizeable benefit to Draper City, especially to park patrons residing in the area.
5. That the minimum lot size of 9,000 square feet is reasonable, considering that staff has been directed to bring a text change proposal to the Planning Commission and City Council that would provide for single family lots to go down to 8,000 square feet.
6. That should the R5 zoning category be approved, a rezone to R5 may possibly be approved on the subject property, thus enabling Ivory to subdivide according to their proposed concept plan without entering into a development agreement with the city.

6:47:55 PM

- 1.13 Commissioner Hawker stated it appears that by negotiating the deferral of the requirement to provide park space within the development the applicant will gain one full building lot within the development; the market value for such a lot is much more than \$60,000, which is the amount that the developer has agreed to pay the City via the development agreement.

6:48:25 PM

- 1.14 Commissioner McDonald stated he respects the comment made during the public hearing about the fact that one of the parks that will be improved is some distance from the existing Cranberry Hills development, but he cannot think of any other place to require improvements. Mr. Morey stated staff tried to find a park in which improvements can be

performed that is as close as possible to the development being proposed, but it was not entirely possible to require improvements to a park directly adjacent to the development.

6:49:19 PM

- 1.15 Commissioner Gilliland stated it is the City's responsibility to get as much money as possible through these types of developments and if it is not possible to spend the entire amount of money in one park, it is smart to find another location near the existing development that will be impacted by the zone change. Mr. Morey agreed, but noted staff was trying to come up with a calculation that was consistent to the calculations used in the initial development of Cranberry Hills. There was a general discussion regarding the calculations used based on the need and demand for park space in the area.

6:51:09 PM

- 1.16 Chairperson Johnson asked if the funds can be used for park maintenance. Mr. Morey answered no and indicated the funds should be used for improvements only.

6:51:31 PM

- 1.17 **Vote:** A roll call vote was taken with Commissioners Gilliland, Hawker, Gundersen, Adams, and McDonald voting in favor of forwarding a positive recommendation to the City Council.

[Return to Agenda](#)

# ITEM #8

# REQUEST FOR COUNCIL ACTION

<b>To:</b>	<u>Mayor &amp; City Council</u>
<b>From:</b>	<u>Dennis Workman</u>
<b>Date:</b>	<u>4-22-14 for 4-29-14 CC Agenda</u>
<b>Subject:</b>	<u>Amendment of Exhibit B of the Third Amendment of the Amended Development Agreement for the South Mountain PUD</u>
<b>Applicant Presentation:</b>	<u>Ryan Bybee with Cadence Homes</u>
<b>Staff Presentation:</b>	<u>Dennis Workman</u>
<b>RECOMMENDATION:</b> To adopt Ordinance 1099, which amends the South Mountain Development Agreement as explained below. This application was not required to go before the Planning Commission, and will be handled as an action item at the City Council.	
<b>BACKGROUND:</b> The Rockwell Estates subdivision plat was approved by the City Council in February 2005. The developer soon thereafter installed all infrastructure improvements with the exception of sidewalks and dry utilities. The subdivision was to follow the development standards contained in Exhibit B of the South Mountain Development Agreement called "Development Standards for the Maple Ridge Subdivision." The original developer subsequently lost the project due to the market downturn of 2007-2008. The project then became mired in financial and legal issues and has sat dormant ever since. Though the South Mountain Development Agreement expired in 2012, it is still binding because it was acted upon. Last fall, with financial and legal matters having finally been resolved, Cadence Homes picked up the project and now wishes to move forward with getting building permits approved. However, Cadence Homes seeks to modify some of the development standards contained in said Exhibit B. The proposed changes, as shown on Exhibit C, are as follows: <ul style="list-style-type: none"><li>• Driveway width changes from 14 foot maximum to the Draper City standard of 30 foot maximum.</li><li>• Requirement for garage to be setback 25 feet from public street right-of-way is dropped.</li><li>• Requirement for garage to be setback behind plane of main building line is dropped.</li><li>• Exterior design standards change to reflect current trends and craftsman style architecture.</li></ul>	
<b>PREVIOUS LEGISLATIVE ACTION:</b> February 8, 2005: City Council approved preliminary and final plat for Maple Ridge Subdivision (later named Rockwell Estates).	
<b>FISCAL IMPACT: Finance Review:</b> <u>BW</u> <ul style="list-style-type: none"><li>• Approving the proposed amendment to the South Mountain Development Agreement will allow Rockwell Estates to build 57 new homes. All homes will require typical city services.</li></ul>	
<b>SUPPORTING DOCUMENTS:</b> <ul style="list-style-type: none"><li>• Ordinance 1099</li><li>• Exhibit C (Proposed amendment of the South Mountain Development Agreement)</li><li>• 2005 staff report to planning commission with maps</li><li>• Copy of recorded subdivision plat</li></ul>	

**ORDINANCE NO. 1099**

**AN ORDINANCE AMENDING EXHIBIT B OF THE THIRD AMENDMENT OF THE AMENDED DEVELOPMENT AGREEMENT FOR THE SOUTH MOUNTAIN PLANNED UNIT DEVELOPMENT**

**WHEREAS**, Utah State law allows a City within its jurisdiction to enter into an agreement with a property owner or their representative regarding the development of their property; and

**WHEREAS**, Draper City has adopted a Development Agreement for the South Mountain Planned Unit Development, and may amend that agreement from time to time according to its pleasure; and

**WHEREAS**, the Developer of a project known as Rockwell Estates has proposed amendments to Exhibit B of the Third Amendment of the Amended Development Agreement for the South Mountain Planned Unit Development; and

**WHEREAS**, the proposed changes set forth in Exhibit C, attached hereto, have been reviewed and approved by the City Council.

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

**Section 1. Amended Development Agreement.** The amended development agreement attached hereto as Exhibit C is hereby approved pursuant to the legislative powers of the City.

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

**Section 3. Effective Date.** This Ordinance shall become effective 20 days after publication or posting, or after the development agreement is executed, whichever is closer to the date of final passage.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2014.**

**ATTEST:**

**DRAPER CITY:**

By: \_\_\_\_\_ By: \_\_\_\_\_  
City Recorder Mayor

## EXHIBIT C

### **AGREEMENT REVISING EXHIBIT "B" OF THE THIRD AMENDMENT OF THE AMENDED DEVELOPMENT AGREEMENT FOR THE SOUTH MOUNTAIN PLANNED UNIT DEVELOPMENT**

THIS AGREEMENT is made and entered into as of the 15<sup>th</sup> day of May, 2014, by and between **DRAPER CITY**, a Utah municipal corporation, hereinafter referred to as the "City," and **QUALIFIED CAPITAL, LLC**, a Utah LLC, hereinafter referred to as "Qualified" as the partial successor and assignee of Walker Design Services, LLC, partial successor and assignee of Platinum Properties, LLC, partial successor and assignee of South Mountain, LC,

#### **RECITALS:**

**WHEREAS**, the City has previously entered into an Amended Development Agreement with the developer of the South Mountain Project in Draper City; and

**WHEREAS**, the City and Platinum Properties, in September, 2004, entered into the Third Amendment of the Amended Development Agreement for the South Mountain Planned Unit Development, affecting only a portion of the South Mountain property, which property is more particularly described in Exhibit "A," attached hereto and incorporated herein by reference; and

**WHEREAS**, Qualified, as the successor to Walker Design Services, LLC, desires to amend a portion of Exhibit "B" to the Third Amendment to the Amended Development Agreement for the South Mountain Planned Unit Development, and the City has determined that the Amended Exhibit "B" as proposed by Qualified will provide an overall benefit to the project and is therefore desirable to the City;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Amendments and additions to Exhibit "B."** Paragraph 5, 10, and 11 of Exhibit "B" to the Third Amendment of the Amended Development Agreement for the South Mountain Planned Unit Development are hereby amended and revised to incorporate the following standards relating to the driveway width, minimum building setbacks, and architectural treatment of garage facades:

5d. The maximum width of the driveway as measured at the back of the sidewalk (property line) shall comply with current Draper City standards. The maximum width of the driveway approach curb cut shall comply with Draper City standards, while minimizing the total pavement within the park strip to the greatest extent possible, allowing maximum area for the planting of landscaping and required street trees.

10. The minimum "Building Setbacks" shall be no less than as follows:

- a. Main Building from street right of way 20 feet
- b. Side Access Garage from street right of way 20 feet
- c. Required side yard from property line 8 feet
- d. Required rear yard 20 feet

11.

- a. Exterior walls must feature a combination of materials, including rock, stucco, cement fiber-type siding. Vinyl siding is expressly prohibited.
- b. Four-sided architectural accent features should be considered.
- c. Each building shall contain both single and two story elements and use two or more architectural forms in combination to create shadows. Gables, dormers and porches shall be used to divide larger facades and create variety.
- d. Each building shall have multiple roof elements. Long continuous rooflines are prohibited. Roof pitch shall not be less than 4:12.
- e. Materials and colors used on building and fencing shall vary in nature and must be approved by the ACC.
- f. Fencing is not allowed to extend beyond the front façade of any elevation, including the second front yard on a corner lot.
- g. All front yard landscaping must be installed by the property owner within 12 months of occupancy.
- h. Any variation or exception to these architectural standards may be authorized by the Architectural Control Committee.

2. **Other Provisions Not Affected.** This revision to Exhibit "B" shall be limited in its effect to the specific provisions and setbacks as referenced herein and all other provisions of Exhibit "B", and the Third Amendment of the Amended Development Agreement with the South Mountain Planned Unit Development shall remain unaffected and in full force and effect.

3. **Binding Effect.** This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, officers, employees, representatives, agents, successors and assigns.

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

**“CITY”**

**DRAPER CITY**

ATTEST:

\_\_\_\_\_  
City Recorder

**By:** \_\_\_\_\_

**“Developer”**

**QUALIFIED CAPITAL, LLC**

**By:** \_\_\_\_\_





---

**COMMUNITY DEVELOPMENT DEPARTMENT**

1020 East Pioneer Road  
Draper, Utah 84020  
(801) 576-6539

---

**STAFF REPORT**

**January 13, 2005**

**To:** Planning Commission  
Business Date: January 20, 2005

**From:** Grant Crowell, AICP, Planning Manager  
Community Development Department

**Re:** **Maple Ridge Subdivision Conditional Use Permit and Preliminary and Final Plat**

**Application No.:** JS-2004-0186  
**Applicant(s):** NOA Investments, LLC  
**Location:** Approximately 500 East Highland Drive  
**Zoning:** C-2 Commercial / Hillside Overlay Zone (HOZ) \*(South Mountain Planned Unit Development)  
**Parcel Size:** 19.60 acres  
**Request:** Approval of a conditional use permit for 57 single family dwelling units in the C-2 commercial zone and a preliminary and final subdivision plat.

**SUMMARY.** The City Council approved a Build Out Plan and development agreement for the subject property on September 21, 2004. The development agreement allowed up to 58 single family dwelling units, with a minimum lot size of 10,000 square feet. As the property still retained its C-2 zoning designation, a conditional use permit is still technically required, in addition to preliminary and final plat approval. Per the South Mountain Development Guidelines, preliminary and final plat can be processed concurrently.

**BACKGROUND:**

The subject property is located at the northeast intersection of Highland Drive and Vestry Road. To the west is the Fire Station and residential subdivisions, which range in lot size from approximately 6,000 to over 10,000 square feet in area. To the north is the UTA rail corridor and on the other side of the tracks are half acre lots; to the south is Highland Drive. The property is generally situated much lower topographically than Highland Drive.

The property was originally included in the South Mountain project boundaries. The City negotiated and executed a development agreement covering the more than 1500 acres in 1994 with only conceptual information about the build out plan; residential units were not designated or anticipated on the subject parcel, locally referred to as "The Commercial Triangle". After review and negotiation, the City Council approved an amendment to the South Mountain Development Agreement which satisfied the City's

concept subdivision review process. The conditions set forth in the approval of the Build Out Plan for the Commercial Triangle are set forth below:

1. This phase may have up to 58 single family residential lots.
2. The minimum lot size for this subdivision shall be 10,000 square feet.
3. The minimum lot width shall be 80 feet, measured from the required garage front setback line. Corner lots shall be platted 10 feet wider, as required by the Draper City subdivision ordinance.
4. The entire phase may be mass graded.
5. All internal streets shall be public streets, dedicated to Draper City and the width shall be 55 feet of public right of way, which includes:
  - a. 30 feet from top back of curb to top back of curb, which includes 30" curb and gutter on both sides and 25.0 feet of asphalt for two travel lanes; and
  - b. A 7.5 foot park strip on both sides of the street, to provide area for required street trees and additional snow storage; and
  - c. A five (5) foot sidewalk on both sides of the street, within the public right of way.
6. A Home Owners' Association shall be created to govern its internal affairs, to provide maintenance of any required common areas or specified park strip areas, and to enforce its specific CC & R's, acceptable to Draper City.
7. Street slopes shall not exceed 10% in grade.
8. Street curves shall not have horizontal radii of not less than 150 feet.
9. Street design may have a reduced design speed of 20 MPH in conjunction with reduced posted speed limits and traffic calming design elements pursuant to "State of the Art for Traffic Calming" published by the ITE.
10. The minimum "Building Setbacks" shall be no less than as follows:
  - a. Garage from public street right of way 25 feet
  - b. Main Building from street right of way 20 feet
  - c. Garage shall be setback behind plane of main building line
  - d. Required side yard from property line 8 feet
  - e. Required rear yard 20 feet
11. Each single family home shall comply with the following architectural standards:
  - a. Exterior walls shall feature a variety of materials, including at least 50% brick or rock on the front elevation, with a minimum of 25% brick or rock used on all other elevations as well. Four-sided architectural accent features are required.
  - b. Each building shall contain both single and two story elements and use two or more architectural forms in combination to create shadows. Gables, dormers and porches shall be used to divide larger facades and create variety.
  - c. Each building shall have multiple roof elements. Long continuous rooflines are prohibited. Roof pitch shall not be less than 4:12.
  - d. Materials and colors used on the buildings and fencing must be earthtone. White shall be limited to small accent accessories, if used.
  - e. Fencing is not allowed to extend beyond the front façade of any elevation, including the second front yard on a corner lot.
  - f. All front yard landscaping, including street trees, shall be installed at the time of occupancy, or bonded for completion in winter months.
  - g. Any variations or exceptions to these architectural standards may be authorized by the Draper City Zoning Administrator.
12. The interior of the storm drain system be videotaped and inspected, at the developer's expense, prior to any kind of construction after all backfill and compaction is done, and the interior of the line also shall be videotaped after the construction of all homes in the vicinity of the pipe, and prior to the City taking ownership of the system, to ensure that its integrity has been maintained during construction.

13. Notwithstanding the requirements above, the development shall comply with any and all standards of the South Mountain Development Agreement, as amended.

## **ANALYSIS**

*General Plan and Zoning.* The current General Plan designation for this property is Community Commercial. The zoning of this parcel is C-2 Commercial (1999 vested South Mountain Zoning). Single family and multi-family dwellings are allowed as a conditional use within this zone.

This property also falls within the Hillside Overlay Zone (1999). Mass grading was allowed as a condition of approval of the development agreement and Engineering is recommending approval of this subdivision. No other concerns of the Hillside Overlay Zone are applicable at this time to the review of the subdivision.

*Development Agreements and Guidelines.* As mentioned above, the subject property is referred to as the Commercial Triangle in the South Mountain Development Agreement, Build Out Plan, and Development Guidelines. A Build Out Plan with specific development standards listed above, were approved for the subject parcel, now known as Maple Ridge. The developer has demonstrated compliance with all development standards.

Where not specifically stated in the Development Standards for the Phase, the overall South Mountain guidelines apply. The South Mountain standards contemplate the simultaneous processing of preliminary and final plats. In July 2002, an amendment to the South Mountain Development Agreement was executed which allowed the Developer to request the concurrent review and processing of preliminary and final plats by the City. If the City makes the finding that the request does not substantially deviate from the approved build out plans and that there are no significant engineering issues to be resolved, the Staff may bring these applications to the Planning Commission and City Council for review concurrently. Staff believes that these findings have been met and are presenting a recommendation for preliminary and final plat approval.

*Neighborhood Association.* Corner Canyon Neighborhood Association was notified of this request. At this time, no response has been received.

*Lot Layout or other considerations.* A detailed concept plan review was presented to the City Council as they evaluated the Build Out Plan for this phase of South Mountain. The proposed preliminary and final plats comply with the layout, lot sizes, and road configurations accepted with the Build Out Plan. Technically, the subdivision is a plat amendment of the South Mountain Commercial Triangle Subdivision, Phase 1, and also extends that plat into an area in the northwest portion of the plat that was not previously platted.

Staff would like an additional opportunity to discuss the submitted street tree plan with the applicant before final approval. The Hedge Maple and Columnar Cherry trees will provide visual interest throughout the subdivision, but Staff would like to discuss the inclusion of some larger, shade trees. Also, Staff needs to work with the applicant to place street trees where possible and feasible along Highland Drive, which are not included on the submitted street tree plan.

One particular issue that deserves discussing is perimeter fencing. The applicant is requesting a solid perimeter fence along Highland Drive to protect the privacy of the residents where the homes are significantly lower than the sidewalk elevation, and to abate traffic noise along Highland Drive. Around the rest of the perimeter of the project, open wrought iron with pillars is proposed. Staff is concerned with the proposal in that the South Mountain Design Guidelines discourages perimeter fencing in section 14. Specifically, section 14.2.1 states, "Perimeter Fencing. Where approved by the City Council with the preliminary plat, perimeter fencing along the phase boundary shall be dark colored ornamental iron no greater than six feet high. The guidelines prefer the use of hedges in place of screen walls.

The applicant's request, specifically along Highland Drive, requires a special exception from the South Mountain Guidelines, in Staff's opinion. Section 4 of the South Mountain Development Agreement allows special exceptions to the City Ordinances (1999) or the Development Guidelines for South Mountain upon the finding that no significant harm will result. The exception must also meet the purposes and intent of the Build Out Plan and constitute an appropriate balancing of health, safety, aesthetic, and general welfare objectives. A special exception in this context is different from a variance from the Board of Adjustment.

Limited to just the Highland Drive corridor, Staff accepts the applicant's argument for noise reduction, but must acknowledge that no other phase in South Mountain has received permission for a solid wall and this could be seen as a precedent within the project.

City Engineer. The Engineering Department has recommended approval of the preliminary and final plat for Maple Ridge. During the Build Out Plan approval, the City Council added additional conditions regarding the inspections of the large fills on the project. Highland

Conditional Use Standards. As this is also a conditional use permit request, the Planning Commission needs to evaluate the request for 57 single family residential lots, and make the following findings to support a conditional use (1999 Zoning Standards):

1. The proposed use will not, under the circumstances of the particular case, be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity, or injurious to property or improvements in the vicinity;
2. The proposed use of the particular location is necessary to provide a service or facility which will contribute to the general well being of the neighborhood and the community; and
3. The proposed use will comply with the regulations and conditions specified in this Title for such use and to the intent of the City General Plan.

After careful review and City Council consideration in the approval of the Development Agreement for the subject parcel, Staff believes the Planning Commission has substantial information to make the required findings for conditional use approval.

## **RECOMMENDATION**

Staff recommends that the Planning Commission approve the conditional use permit for 57 single family residential units in a C-2 zone, that the Planning Commission forward a positive recommendation to the City Council on the preliminary and final plats, application JS-2004-0186, based on the following findings:

1. That all conditions of the Build Out Plan and Development Agreement for Maple Ridge are adhered to.
2. That all requirements of the City Engineer are met.
3. That all requirements of the Fire Department are met.
4. That staff review and approve the notes on the final plat prior to recording.
5. That a final street tree plan is reviewed and approved by Staff prior to the recordation of the final plat.
6. That an open wrought iron perimeter fence is permitted around the subdivision.
7. That a special exception for a solid fence as submitted to Staff is granted only for the portion along the Highland Drive frontage.
8. That no wall or other feature is allowed within the City's road right of way.
9. That the CC&R's are recorded with the final plat.

These recommendations are based on the following findings:

1. That the proposal conforms to the General Plan and Zoning Ordinance of Draper City.
2. That in granting the special exception for a solid wall along Highland Drive:

- a. No significant harm will result from granting the Special Exception.
  - b. The Special Exception complies with the purposes and intent of the South Mountain Build Out Plan and is compatible with the objectives of these Development Standards and is based upon the Special Exception's site-specific application and the circumstances and constraints unique to the site.
  - c. The Special Exception constitutes an appropriate balancing of health, safety, aesthetic and general welfare objectives and the specific facts and conditions that justify the Special Exception."
3. That the South Mountain Development Agreement allows for concurrent processing of a preliminary and final subdivision plat.
  4. That with the recommended conditions of approval, the proposed subdivision is consistent with the South Mountain Build Out Plan, Amended Development Agreement, and Development Standards.
  5. That development of the subject property for a 57 lot subdivision is not contrary to public health, safety or welfare.
  6. That the proposed use will not, under the circumstances of the particular case, be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity, or injurious to property or improvements in the vicinity.
  7. That the proposed use of the particular location is necessary to provide a service or facility which will contribute to the general well being of the neighborhood and the community.
  8. That the proposed use will comply with the regulations and conditions specified in this Title for such use and to the intent of the City General Plan.

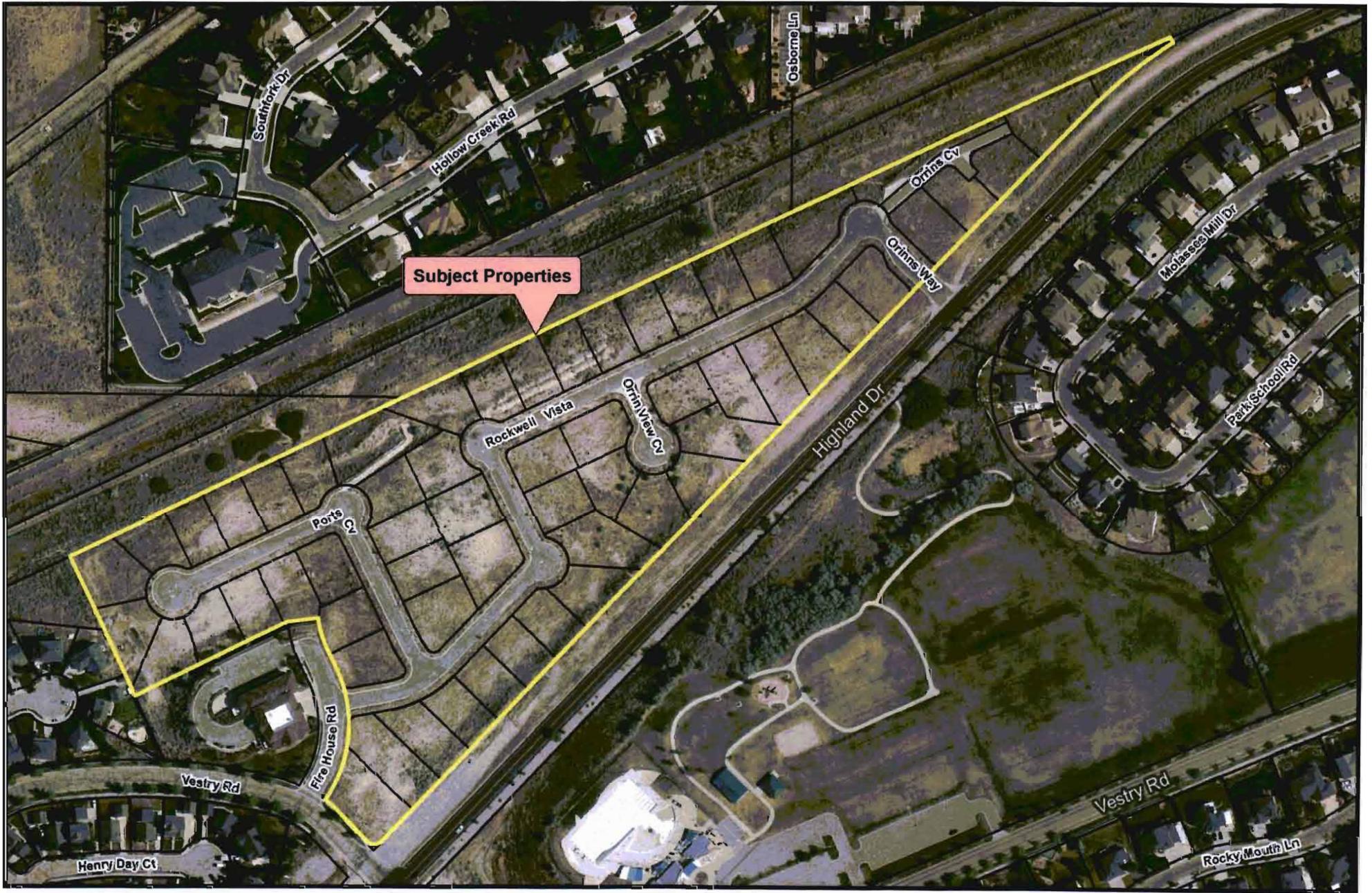
#### **MODEL MOTION**

Sample Motion for Approval - "I move we approve the conditional use permit for 57 single family residential units in a C-2 zone, and forward a positive recommendation to the City Council on the preliminary and final plat for the Maple Ridge subdivision, application JS-2004-0186, with the following conditions and based on the following findings..."

List all conditions and findings...

Sample Motion for Denial - "I move we deny the conditional use permit for 57 single family residential units in a C-2 zone, and forward a negative recommendation to the City Council on the preliminary and final subdivision plat, application JS-2004-0186, based on the findings listed in the Staff report:..."

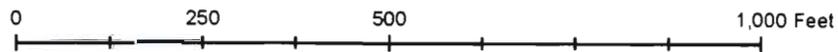
1. List any additional findings....



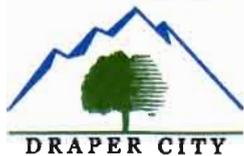
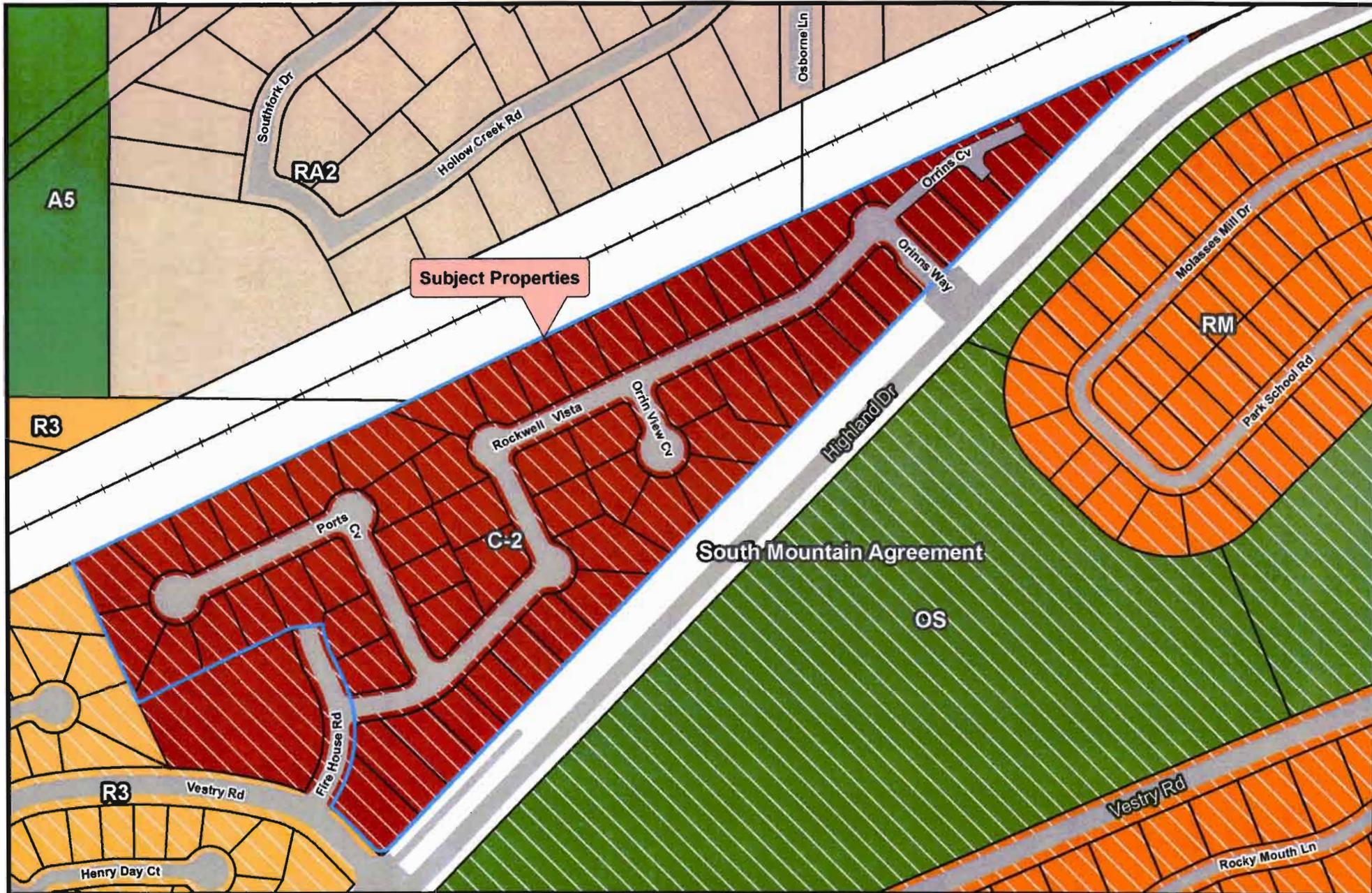
Subject Properties

# Rockwell Estates

Aerial Map

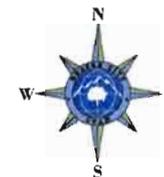
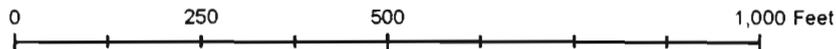


Date: 4/22/2014



Date: 4/22/2014

## Rockwell Estates Zoning Map



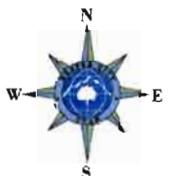
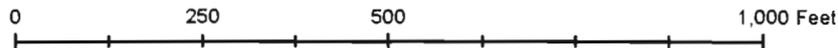


DRAPER CITY

Date: 4/22/2014

## Rockwell Estates

Landuse Map



# ROCKWELL ESTATES

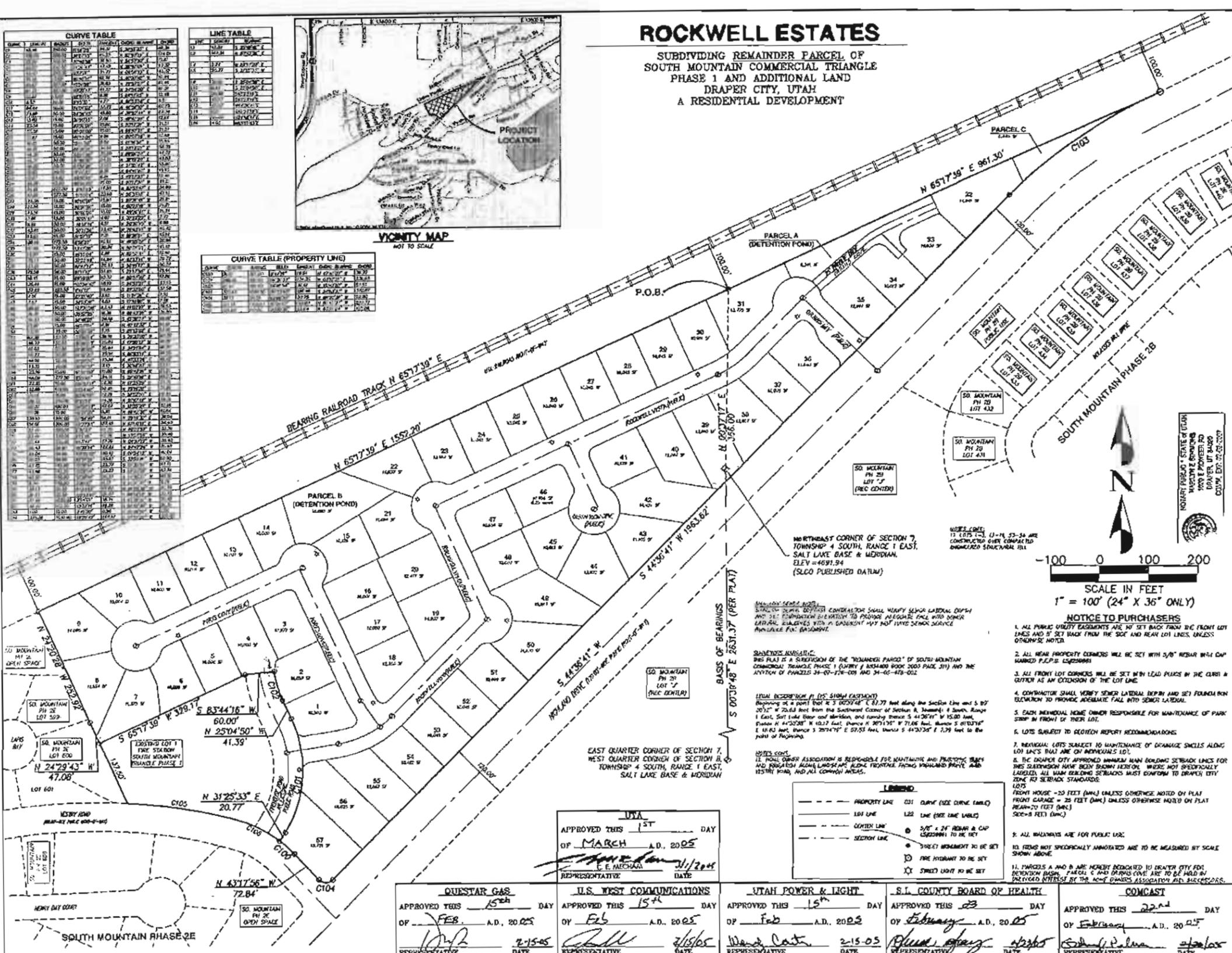
SUBDIVIDING REMAINDER PARCEL OF  
SOUTH MOUNTAIN COMMERCIAL TRIANGLE  
PHASE 1 AND ADDITIONAL LAND  
DRAPER CITY, UTAH  
A RESIDENTIAL DEVELOPMENT



VICINITY MAP  
NOT TO SCALE

CURVE TABLE		LINE TABLE	
STATION	CHORD BEARING	LINE NO.	LENGTH
1+00.00	N 89° 57' 30" E 100.00	1	100.00
1+00.00	S 89° 57' 30" W 100.00	2	100.00
2+00.00	N 89° 57' 30" E 100.00	3	100.00
2+00.00	S 89° 57' 30" W 100.00	4	100.00
3+00.00	N 89° 57' 30" E 100.00	5	100.00
3+00.00	S 89° 57' 30" W 100.00	6	100.00
4+00.00	N 89° 57' 30" E 100.00	7	100.00
4+00.00	S 89° 57' 30" W 100.00	8	100.00
5+00.00	N 89° 57' 30" E 100.00	9	100.00
5+00.00	S 89° 57' 30" W 100.00	10	100.00
6+00.00	N 89° 57' 30" E 100.00	11	100.00
6+00.00	S 89° 57' 30" W 100.00	12	100.00
7+00.00	N 89° 57' 30" E 100.00	13	100.00
7+00.00	S 89° 57' 30" W 100.00	14	100.00
8+00.00	N 89° 57' 30" E 100.00	15	100.00
8+00.00	S 89° 57' 30" W 100.00	16	100.00
9+00.00	N 89° 57' 30" E 100.00	17	100.00
9+00.00	S 89° 57' 30" W 100.00	18	100.00
10+00.00	N 89° 57' 30" E 100.00	19	100.00
10+00.00	S 89° 57' 30" W 100.00	20	100.00

CURVE TABLE (PROPERTY LINE)	
STATION	CHORD BEARING
1+00.00	N 89° 57' 30" E 100.00
1+00.00	S 89° 57' 30" W 100.00
2+00.00	N 89° 57' 30" E 100.00
2+00.00	S 89° 57' 30" W 100.00
3+00.00	N 89° 57' 30" E 100.00
3+00.00	S 89° 57' 30" W 100.00
4+00.00	N 89° 57' 30" E 100.00
4+00.00	S 89° 57' 30" W 100.00
5+00.00	N 89° 57' 30" E 100.00
5+00.00	S 89° 57' 30" W 100.00
6+00.00	N 89° 57' 30" E 100.00
6+00.00	S 89° 57' 30" W 100.00
7+00.00	N 89° 57' 30" E 100.00
7+00.00	S 89° 57' 30" W 100.00
8+00.00	N 89° 57' 30" E 100.00
8+00.00	S 89° 57' 30" W 100.00
9+00.00	N 89° 57' 30" E 100.00
9+00.00	S 89° 57' 30" W 100.00
10+00.00	N 89° 57' 30" E 100.00
10+00.00	S 89° 57' 30" W 100.00



**SURVEYOR'S CERTIFICATE**  
I, DERRICK S. SMITH, do hereby certify that I am a Registered Land Surveyor, and that I hold Certificate No. 250961 as prescribed under the laws of the State of Utah. I further certify that by authority of the Owners, I have or under my supervision have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereinafter to be known as ROCKWELL ESTATES and that same has been correctly surveyed and staked on the ground as shown on this plat.

DATE: 2-9-05  
DERRICK S. SMITH  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 250961

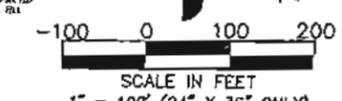
**BOUNDARY DESCRIPTION**  
A parcel of land located in the Southeast Quarter of Section 6 and the Northwest Quarter of Section 7 and the Southwest Quarter of Section 5 and the Northwest Quarter of Section 8 in Township 4 South, Range 1 East, Salt Lake Base and Meridian, more particularly described as follows:  
Beginning at a point on the westerly line of the Utah Transit Authority Railroad right-of-way and the northeast corner of that certain parcel described in Book 1000 of Page 1384 in the Office of the Salt Lake County Recorder, which point is North 02° 27' 17" East, 365.00 feet from the Northwest corner of said Section 7, we proceed on the line of South Mountain Commercial Triangle, Phase 1, as recorded in the Office of the Salt Lake County Recorder, and running thence along said westerly line North 65° 17' 30" East, 967.30 feet to a point on the westerly right-of-way line of Highland Drive and a 100.00-foot radius curve to the left, thence southerly 372.05 feet along the arc of said curve through a central angle of 20° 23' 42" (chord bears South 54° 33' 32" West, 370.82 feet), thence South 44° 52' 47" West, 1983.62 feet to the point of tangency with a 20.00-foot radius curve to the right, thence northerly 32.15 feet along the arc of said curve through a central angle of 82° 04' 32" (chord bears North 82° 04' 32" West, 28.80 feet) to a point on the westerly line of South Mountain Subdivision Phase 2, as recorded in the Office of the Salt Lake County Recorder, and the westerly line of Vestry Drive, thence along said line the following courses: thence North 43° 17' 36" West, 72.84 feet to the point of curvature with a 20.00-foot radius curve to the left, thence southerly 30.81 feet along the arc of said curve through a central angle of 05° 41' 19" (chord bears North 47° 00' 27" West, 30.77 feet) to the Utah Transit Authority right-of-way; thence along said right-of-way the following courses: 1) thence North 37° 25' 33" East, 20.77 feet to a point on a 150.00-foot radius curve to the left, thence along arc of said curve 246.26 feet through a central angle of 56° 30' 23" (chord bears North 02° 10' 21" East, 236.03 feet), 2) thence North 75° 07' 50" East, 41.30 feet to a point on a 100.00-foot radius curve to the right, 3) thence along arc of said curve 82.80 feet through a central angle of 10° 40' 50" (chord bears North 15° 40' 20" West, 82.12 feet), 4) thence South 63° 44' 16" West, 63.03 feet, thence South 62° 17' 36" West, 328.17 feet to the East line of South Mountain Subdivision Phase 2C, thence continuing along the boundary line of said subdivision the following (2) courses: (1) thence North 24° 29' 43" West, 47.06 feet, (2) thence North 34° 28' 05" West, 252.82 feet to the westerly line of the Utah Transit Authority Railroad right-of-way, thence along said line North 65° 17' 30" East, 1552.20 feet to the point of beginning.  
Parcel contains 19.60 acres

**OWNER'S DEDICATION**  
Know all men by these presents that, the undersigned owner(s) of the above described tract of land, having caused same to be subdivided into lots and streets to be hereafter known as the **ROCKWELL ESTATES** do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for Public Use.  
In witness whereof they have hereunto set their hand(s) this 14th day of March, A.D. 2005.  
James W. Haggren - Manager  
John Walker - Owner  
Chris DesJardins - Owner

**ACKNOWLEDGMENT**  
STATE OF UTAH } S.S.  
County of Salt Lake }  
On the 14th day of March, A.D. 2005, personally appeared before me, the undersigned Notary Public, in and for said County of Salt Lake in said state of Utah, the signer(s) of the above Owner's dedication, James W. Haggren, who duly acknowledged to me that James W. Haggren signed it freely and voluntarily and for the uses and purposes therein mentioned.  
MY COMMISSION EXPIRES: Feb. 2, 2007  
Marilee E. Simonson  
NOTARY PUBLIC  
RESIDING IN SALT LAKE COUNTY

**ROCKWELL ESTATES**  
SUBDIVIDING REMAINDER PARCEL OF  
SOUTH MOUNTAIN COMMERCIAL TRIANGLE  
PHASE 1 AND ADDITIONAL LAND  
DRAPER CITY, UTAH  
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 6, THE NORTHEAST QUARTER OF SECTION 7, THE SOUTHWEST QUARTER OF SECTION 5, AND THE NORTHWEST QUARTER OF SECTION 8 IN TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN  
**PEP ENGINEERING, L.L.C.**  
421 W. 12300 S. #100 • DRAPER, UT 84020  
PH: (801) 562-2521 • FAX: (801) 562-2521

RECORDED # \_\_\_\_\_  
STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF \_\_\_\_\_  
DATE: \_\_\_\_\_ TIME: \_\_\_\_\_  
PAGE: \_\_\_\_\_  
FILE # \_\_\_\_\_  
SHEET 1 OF 3



SCALE IN FEET  
1" = 100' (24" X 36" ONLY)

**NOTICE TO PURCHASERS**

1. ALL PUBLIC UTILITY EASEMENTS ARE TO SET BACK FROM THE FRONT LOT LINES AND 5' SET BACK FROM THE SIDE AND REAR LOT LINES, UNLESS OTHERWISE NOTED.
2. ALL REAR PROPERTY CORNERS WILL BE SET WITH 3/8" REBAR WITH CAP MARKED P.E.P. 152500861.
3. ALL FRONT LOT CORNERS WILL BE SET WITH LEAD PLAKES IN THE CURB & GUTTER AS AN INDICATION OF THE LOT LINE.
4. CONTRACTOR SHALL VERIFY SEWER LATERAL DEPTH AND SET FOUNDATION ELEVATION TO PROVIDE ADEQUATE FALL INTO SEWER LATERAL.
5. EACH INDIVIDUAL HOME OWNER RESPONSIBLE FOR MAINTENANCE OF PARK SET IN FRONT OF THEIR LOT.
6. LOTS SUBJECT TO GROUND REPORT RECOMMENDATIONS.
7. INDIVIDUAL LOTS SUBJECT TO MAINTENANCE OF DRAINAGE SWELLS ALONG SECTION BOUNDARY. PARCELS 4 AND DRIVING CURVE ARE TO BE MAINTAINED BY INDIVIDUAL INTEREST OF THE HOME OWNERS ASSOCIATION AND SUCCESSORS.
8. THE DRAPER CITY APPROVED MINIMUM NEAR BUILDING SETBACK LINES FOR THIS SUBDIVISION HAVE BEEN SHOWN HEREON. WHERE NOT SPECIFICALLY LABELLED, ALL NEAR BUILDING SETBACKS MUST CONFORM TO DRAPER CITY ZONE R2 SETBACK STANDARDS.
9. ALL DRIVEWAYS ARE FOR PUBLIC USE.
10. ITEMS NOT SPECIFICALLY ANNOTATED ARE TO BE MEASURED BY SCALE SHOWN ABOVE.
11. PARCELS 4 AND 8 ARE HEREBY DESIGNATED TO DRAPER CITY FOR SECTION BOUNDARY. PARCELS 4 AND DRIVING CURVE ARE TO BE MAINTAINED BY INDIVIDUAL INTEREST OF THE HOME OWNERS ASSOCIATION AND SUCCESSORS.

NORTHEAST CORNER OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, ELEV = 4691.94 (SLCO PUBLISHED DATUM)

**UTAH POWER & LIGHT**  
15-14, 23-24 ARE CONSTRUCTED OVER COMPACTED ENGINEERED GRAVEL FILL

**LEGEND**  
--- PROPERTY LINE  
--- LOT LINE  
--- CURB LINE  
--- SECTION LINE  
○ 5/8" x 24" REBAR & CAP (ELEVATION TO BE SET)  
○ 3/8" x 24" REBAR TO BE SET  
○ FIRE HYDRANT TO BE SET  
○ STREET LIGHT TO BE SET

APPROVED THIS 1st DAY OF MARCH, A.D. 2005  
E. E. MORGAN  
REPRESENTATIVE

APPROVED THIS 15th DAY OF FEB, A.D. 2005  
Wendy Coats  
REPRESENTATIVE

APPROVED THIS 15th DAY OF FEB, A.D. 2005  
Blaine Spang  
REPRESENTATIVE

APPROVED THIS 22nd DAY OF February, A.D. 2005  
Shirley Palmer  
REPRESENTATIVE

APPROVED THIS 9th DAY OF March, A.D. 2005  
Dwight  
REPRESENTATIVE

APPROVED THIS 11th DAY OF March, A.D. 2005  
Marilee E. Simonson  
COMMISSIONER

APPROVED THIS 17th DAY OF March, A.D. 2005  
Marilee E. Simonson  
COMMISSIONER

APPROVED THIS 9th DAY OF March, A.D. 2005  
Dwight  
REPRESENTATIVE

APPROVED THIS 11th DAY OF March, A.D. 2005  
Marilee E. Simonson  
COMMISSIONER

I HEREBY CERTIFY THAT I HAVE HAD THIS PLAT EXAMINED BY THIS OFFICE AND IT IS CORRECT AND IN ACCORDANCE WITH INFORMATION ON FILE AND IS HEREBY APPROVED.  
Blaine Spang  
CITY ENGINEER

APPROVED AS TO FORM THIS 2nd DAY OF March, A.D. 2005  
Blaine Spang  
REPRESENTATIVE

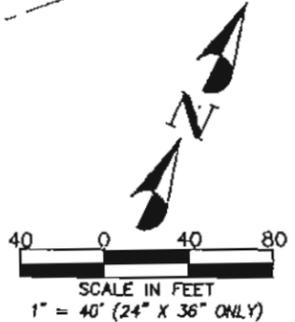
APPROVED THIS 23rd DAY OF February, A.D. 2005  
Blaine Spang  
REPRESENTATIVE

APPROVED THIS 23rd DAY OF February, A.D. 2005  
Blaine Spang  
REPRESENTATIVE



SEE SHEET 2 OF 3

EXISTING LOT 1  
 10,590 SF  
 10,590 SF  
 10,590 SF



LEGEND	
---	PROPERTY LINE
---	LOT LINE
---	CENTER LINE
---	SECTION LINE
---	BUILDING PADS
---	PUBLIC UTILITY EASEMENT
C31	CURVE (SEE CURVE TABLE)
L22	LINE (SEE LINE TABLE)
⊙	5/8" x 24" REBAR & CAP LS#20961 TO BE SET
⊙	STREET MONUMENT TO BE SET
⊙	FIRE HYDRANT TO BE SET
⊙	STREET LIGHT TO BE SET

**CITY ENGINEER**  
 I HEREBY CERTIFY THAT I HAVE HAD THIS PLAT EXAMINED BY THIS OFFICE AND IT IS CORRECT AND IN ACCORDANCE WITH INFORMATION ON FILE AND IS HEREBY APPROVED.  
 \_\_\_\_\_  
 CITY ENGINEER      FROM NAME      DATE

**ROCKWELL ESTATES**  
 SUBDIVISION REMAINDER PARCEL OF SOUTH MOUNTAIN COMMERCIAL TRIANGLE PHASE 1 AND ADDITIONAL LAND DRAPER CITY, UTAH

**PEPG ENGINEERING, L.L.C.**  
 421 N. 12300 S. #100 • DRAPER, UT 84020  
 PH (801) 562-7521 • FAX (801) 562-2551

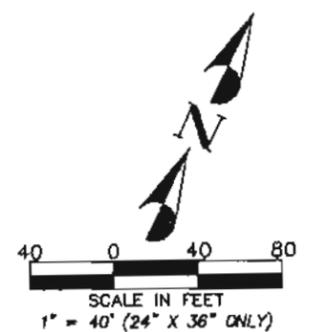
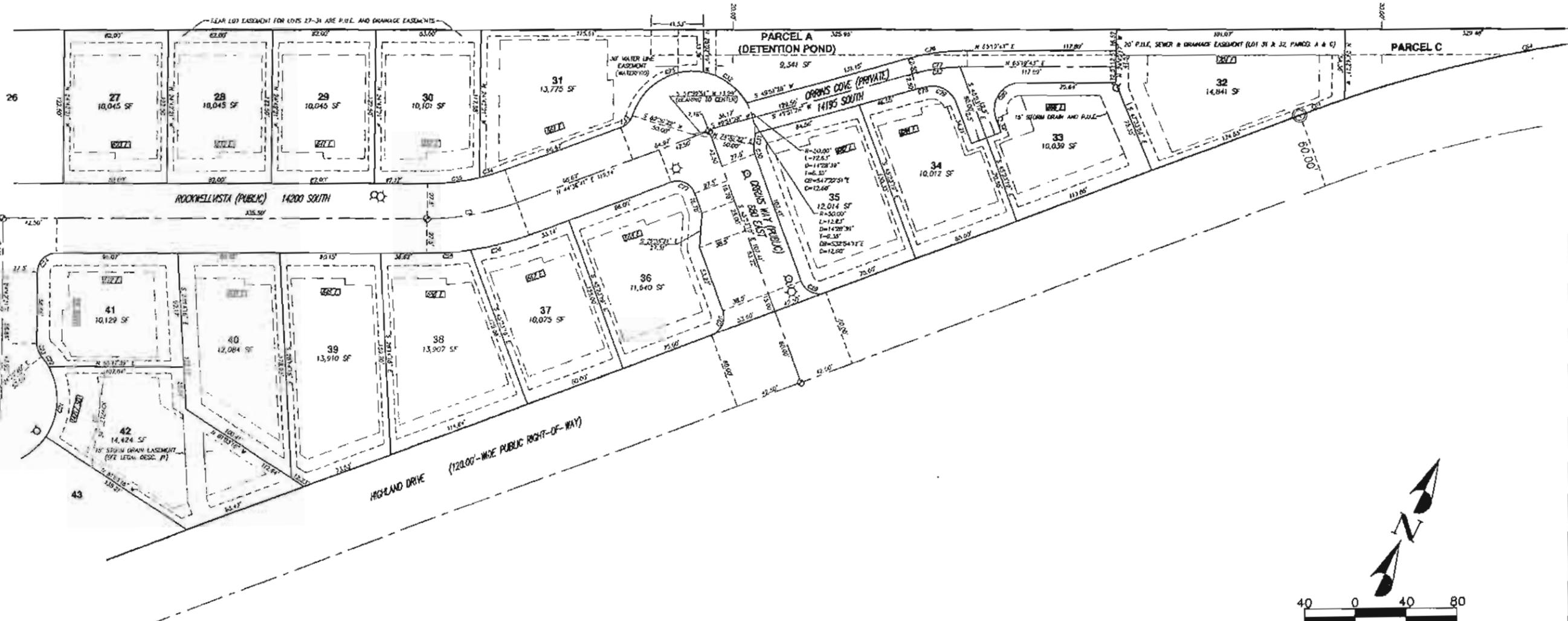
DATE: FEBRUARY 8, 2005  
 FILE: 8794.G:\11\DWG\PLAT-02.DWG

SHEET 2 OF 3

2005P-92

SEE SHEET 2 OF 3

ORRBY HEBY COVE (PUBLIC) 615 EAST



LEGEND			
---	PROPERTY LINE	C11	CURVE (SEE CURVE TABLE)
---	LOT LINE	L22	LINE (SEE LINE TABLE)
---	CENTER LINE	●	5/8" x 24" ROBAR & CAP LS#258961 TO BE SET
---	SECTION LINE	⊙	STREET MONUMENT TO BE SET
---	BUILDING PADS	⊕	FIRE HYDRANT TO BE SET
---	PUBLIC UTILITY EASEMENT	⊙	STREET LIGHT TO BE SET

CITY ENGINEER  
I HEREBY CERTIFY THAT I HAVE HAD THIS PLAN EXAMINED BY THIS OFFICE AND IT IS CORRECT AND IN ACCORDANCE WITH INFORMATION ON FILE AND IS HEREBY APPROVED.

*Alison P. Taylor* PE 3-18-05  
CITY ENGINEER PRINT NAME DATE

**ROCKWELL ESTATES**  
SUBDIVIDING REMAINDER PARCEL OF SOUTH MOUNTAIN COMMERCIAL TRIANGLE PHASE 1 AND ADDITIONAL LAND DRAPER CITY, UTAH

**PEPG ENGINEERING, L.L.C.**  
421 W. 12300 S. #100 • DRAPER, UT 84020  
PH: (801) 562-2521 • FAX: (801) 562-2551

2005P-92

Return to Agenda

# ITEM #9

# REQUEST FOR COUNCIL ACTION

<b>To:</b>	<u>Mayor &amp; City Council</u>
<b>From:</b>	<u>Keith Morey</u>
<b>Date:</b>	<u>April 29, 2014</u>
<b>Subject:</b>	<b>Amendments to Chapter 6-03 of the Draper Municipal Code regarding Revocation, Suspension or Denial of Licenses</b>
<b>Applicant Presentation:</b>	<b>None</b>
<b>Staff Presentation:</b>	<b>Keith Morey, Community Development Director</b>
<b>RECOMMENDATION:</b> Adopt Ordinance 1100 regarding amendments to Chapter 6-01 and 6-03, Revocation, Suspension or Denial of Licenses, of the Draper Municipal Code.	
<b>BACKGROUND AND FINDINGS:</b> Chapters 6-01 and 6-03 currently identify the creation of a separate License Hearing Board to hear appeals when a business license has been revoked, suspended or denied. The proposed changes to chapter 6-03 designate the Draper City Council as the appeal body.	
<b>PREVIOUS LEGISLATIVE ACTION:</b> None	
<b>FISCAL IMPACT: Finance Review:</b> _____ There is no financial commitment for Draper City.	
<b>SUPPORTING DOCUMENTS:</b> <ul style="list-style-type: none"><li>• <b>Ordinance 1100</b></li></ul>	

**ORDINANCE NO. 1100**

**AN ORDINANCE OF THE DRAPER CITY COUNCIL AMENDING CHAPTER 6-01 AND 6-03 OF THE DRAPER CITY MUNICIPAL CODE REGARDING REVOCATION, SUSPENSION OR DENIAL OF LICENSES.**

**WHEREAS** Chapters 6-01 and 6-03 of the Draper Code identifies the creation of a License hearing Board to hear appeals; and

**WHEREAS** it is difficult to maintain an active and informed appeals body that meets infrequently; and

**WHEREAS** the City Council desires to simplify the process for those wishing to appeal a revocation, suspension or denial of a license;

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

**Section 1.** Chapters 6-01 and 6-03 of the Draper City Municipal Code are hereby amended to read as shown in Exhibit “A” attached hereto and incorporated herein by reference.

**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, and provisions of this Ordinance shall be severable.

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

**PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, ON THIS 29<sup>th</sup> DAY OF April, 2014.**

**ATTEST:**

**DRAPER CITY**

\_\_\_\_\_  
**City Recorder**

\_\_\_\_\_  
**Mayor**

**EXHIBIT A**

**COMPLETE PROPOSED TEXT AMENDMENT**

## Chapter 6-01 GENERAL PROVISIONS

### Sections:

<a href="#"><u>6-1-010</u></a>	<a href="#"><u>Definitions.</u></a>
<a href="#"><u>6-1-020</u></a>	<a href="#"><u>Business License Required.</u></a>
<a href="#"><u>6-1-025</u></a>	<a href="#"><u>Temporary Business License Required.</u></a>
<a href="#"><u>6-1-030</u></a>	<a href="#"><u>Business License Official - Duties and Responsibilities.</u></a>
<a href="#"><u>6-1-040</u></a>	<a href="#"><u>License - Application Requirements.</u></a>
<a href="#"><u>6-1-050</u></a>	<a href="#"><u>Issuance of a Business License.</u></a>
<a href="#"><u>6-1-060</u></a>	<a href="#"><u>Renewals of Business Licenses.</u></a>
<a href="#"><u>6-1-070</u></a>	<a href="#"><u>Inspections.</u></a>
<a href="#"><u>6-1-080</u></a>	<a href="#"><u>Payment Dates of Business License Fees.</u></a>
<a href="#"><u>6-1-090</u></a>	<a href="#"><u>Term of Business Licenses.</u></a>
<a href="#"><u>6-1-100</u></a>	<a href="#"><u>License - Transfer of Name or Location - Fee.</u></a>
<a href="#"><u>6-1-110</u></a>	<a href="#"><u>License - Transfer to Other Persons Prohibited.</u></a>
<a href="#"><u>6-1-120</u></a>	<a href="#"><u>License - Posting and Display Required.</u></a>
<a href="#"><u>6-1-130</u></a>	<a href="#"><u>Reciprocal Recognition of Business Licenses.</u></a>
<a href="#"><u>6-1-140</u></a>	<a href="#"><u>Constructive Notice of Time Periods.</u></a>
<a href="#"><u>6-1-150</u></a>	<a href="#"><u>Penalty.</u></a>

**Section 6-1-010 Definitions.** The following definitions shall be applicable throughout this Title unless a different meaning is clearly intended.

(a) Alcoholic Beverage Licenses means Class 'A,' Class 'B,' Class 'C,' or Class 'D,' beer licenses, nonprofit club licenses or liquor consumption licenses as defined in Chapter 4 of this Title.

(b) Applicant means any person applying for any license provided for in this Title. If the person is a partnership or corporation, then each partner, officer or director is considered an applicant and must qualify accordingly.

(c) Application means a formal written request for the issuance of any license permitted under this Title.

(d) Authorized Officers means those persons authorized by the City or other entities to inspect businesses and enforce the provisions of this Title or other applicable regulations, including peace officers, ordinance enforcement officers, and employees of the Health Department, Fire Department, Community Development Department, Finance Department, City Attorney's Office, City Manager, or Business License Official.

(e) Business means and includes all trades, occupations, professions or activities engaged in within Draper City, carried on for the purpose of gain or economic profit, except that the acts of employees rendering service to employers shall not be included in the term "business" unless otherwise specifically provided.

(f) Business License Official or License Official means the individual or his/her designee who is responsible for administering the provisions of this Title.

(g) City when spelled with a capital "C," means Draper City.

(h) City Manager means the Draper City Manager as referred to in Title 2, Chapter 3 of these Ordinances.

(i) City Recorder means the Draper City Recorder.

(j) Consolidated Fee Schedule means the schedule of fees adopted each year by resolution of the Draper City Council setting forth the various fees charged by the City.

(k) Employee means all individuals who work for an employer for salary or commission or wages and who are subject to the direction and control of such employer.

(l) Engaging in Business includes, but is not limited to, the sale of real or personal property at retail or wholesale, the bartering or trading of property or services, the manufacturing of goods or property and the rendering of personal services for others for a consideration by persons engaged in any profession, trade, craft, business, occupation or other calling, except the rendering of personal services by an employee to his employer under any contract of personal employment.

(m) Fire Department means the Salt Lake County Fire Department.

(n) Health Department means the Salt Lake Valley Health Department.

(o) Hearing Board shall mean ~~each and every member of the License Hearing Board of Draper City~~ the Draper City Council as defined in ~~Section 6-3-050 of this Title~~.

### **Section 6-1-060 Renewals of Business Licenses.**

(a) Each year, licensees shall renew their business licenses by completing an application for a license renewal, signed under penalty of law that all information contained therein is true and returning it, along with the proper fees including any annual fee, to the Business License Official within the time period set forth in Section 6-1-080(b) below. Renewal applications for businesses which required police background checks of the licensees under the original license application shall be submitted to the Police Department to determine whether the licensee still meets the necessary qualifications.

(b) Upon receipt of the application fees, and Police Department approval, if applicable, the Business License Official shall be authorized to prepare a certificate of license as provided in this Chapter.

### **Section 6-1-070 Inspections.**

(a) Authorized officers shall be permitted to make an inspection to enforce any of the provisions of this Title or any other applicable statute or ordinance, and may enter any building or may enter upon any premises during regular business hours; or, if there are no regular business hours, the officers or their authorized representatives shall first make a reasonable effort to locate the owner or other persons having charge or control of the building or premises and request entry.

(b) No owner, occupant or any other person having charge, care or control of any building or premises shall fail or neglect, after proper request is made as herein provided, to properly permit entry therein by the authorized officer or his representative(s) for the purpose of inspection and examination to insure compliance with this Title.

#### **Section 6-1-080 Payment Dates of Business License Fees.**

(a) Business license fees for new businesses shall be due and payable upon making application to the Business License Official. The application shall not be processed until the fee is paid.

(b) From the effective date of this Title, business license fees for renewal of all license types, except for beer licenses, shall be due and payable on or before the annual anniversary date of each license. To implement renewal schedule on existing licenses the Business License Official shall prorate the fees due by administrative order attached hereto as Exhibit 'A' as reference for one (1) year as of date of implementation of this title. Penalties for non-payment on or before the due date, as extended by any administrative order, will be assessed as set forth in the current Consolidated Fee Schedule. If a business does not renew the business license but re-applies to do business at the same location(s) within the one (1) year period, the application will be considered a renewal business and all fees and penalties must be paid prior to the issuance of the business license.

(c) Beer Licenses renewal fees shall be due and payable as set forth in Section 6-4-150 of the Title.

(d) Penalty fees may be appealed to the Business License Official and the City Manager who may, for good cause shown, refund all or part of the applicable penalty fee that has been paid. The decision of the Business License Official and the City Manager may be appealed to the ~~Business License Hearing Board~~City Council as set forth in Chapter 3 of this Title. The ~~Business License Hearing Board~~City Council may, upon good cause, recommend that all or part of the penalty fee be refunded.

## EXHIBIT 'A'

Business License Fee For Period Beginning 1/1/2006 (Transition Period)

Anniversary Date in 2006	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Pro Rata Share Due 1/1//06*			0.250	0.333	0.417	0.500	0.583	0.667	0.750	0.833	0.917	1.000
Due on Anniversary Date - 2006**	1.000	1.083	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000

\*During October, 2005 Business License Official will send notices to businesses with explanation of fee structure.

\*\*Two (2) months before anniversary date Business Licenses Office will send notices to each business..

Note: (1) All new businesses will pay 100% of the licenses fee with their application beginning 1/1/05

(2) Beer Licenses will continue to be due at the beginning of each calendar year.

**Section 6-1-090 Term of Business Licenses.** All business licenses shall expire one year from the date of issuance of such license. Beer Licenses shall expire on the dates shown in Section 6-1-080 of this Title.

**Section 6-1-100 License - Transfer of Name or Location - Fee.**

(a) Any person to whom a business license has been issued to transact or carry on some business, calling, trade or profession at a definite location in the City may make application for the transfer of his/her business license for the sole purpose of transacting or carrying on the same business, calling, trade or profession as is therein mentioned at some other definite location in the City by himself or herself by filing said application with the License Official, together with a fee as set forth in the City's current Consolidated Fee Schedule.

(b) Any person who wishes to change his/her business name shall also make application for the change of name of such person's business license, for the sole purpose of transacting or carrying on the same business, calling, trade or profession as is therein mentioned under a new name, by filing an application with the License Official, along with a fee as set forth in the City's current Consolidated Fee Schedule.

(c) The Consolidated Fee Schedule may set forth a greater fee if the business in question has any other licenses which are required under this title, or its successor.

(d) The change of name or location fee shall be nonrefundable regardless of whether the application is granted or denied.

**Section 6-1-110 License - Transfer to Other Persons Prohibited.** No license granted or issued under any of the provisions of any ordinance of the City shall be in any manner assignable, transferable or authorize any person other than the person named therein as the licensee to carry on or conduct the licensed business, except as may be otherwise specifically provided by ordinance.

**Section 6-1-120 License - Posting and Display Required.** Every certificate of license issued shall be posted by the licensee in a conspicuous place upon the wall of the building, room or office of the store or place in which such licensed business, calling, trade or profession is carried on, so that the same may be easily seen. When such certificate of license shall have expired it shall be removed by the licensee from such place in which it has been posted; and no certificate of license which is not in force and effect shall be permitted to remain posted upon the wall or any part of any room, store, office or place of business after the period of such certificate or license has expired.

**Section 6-1-130 Reciprocal Recognition of Business Licenses.**

(a) A business license shall not be required for operation of any vehicle or equipment in this City when:

- (1) Such vehicle is merely passing through the City; or
- (2) Such vehicle is used exclusively in interstate commerce.

(b) A business license shall not be required of any person whose only business activity in this City is the mere delivery in the City of property sold by him at a regular place of business maintained by him outside the City where:

(1) Such person's business is at the time of such delivery licensed by the Utah city or county in which such place of business is situated; and

(2) The authority licensing such business grants to licensees of this City making deliveries within its jurisdiction the same privileges, upon substantially the same terms as are granted by this Section; and

(3) Neither the property delivered nor any of the facilities by which it was manufactured, produced or processed are subject to inspection by authority of this City for compliance with health or sanitary standards prescribed by this City; and

(4) The truck or other conveyance by which such delivery is made prominently displays at all times a license plate or symbol issued by the licensing authority to evidence such business license. Such plate or symbol shall identify the licensing authority by which it is issued, shall indicate that it evidences a license issued thereby, and shall specify the year or term for which it is effective.

(c) Except as otherwise provided herein, a business license shall not be required of any person who is duly licensed in another county or another city in Utah, has no business location in the city and the county or other licensing city would also reciprocate if the same business were located in the City.

(1) Before reciprocity is granted, the person must fill out a business license application and show proof of a valid business license in a qualifying city or county.

(2) Reciprocity shall not be granted to solicitors, mobile food units or any business requiring police checks or police I.D. cards.

(d) The City Recorder shall, at the request of any person upon payment of copying and postage costs, certify a copy of this section to any city or county of the State of Utah.

### **Section 6-1-140 Constructive Notice of Time Periods.**

(a) All businesses, owners, licensees, or applicants are obligated to be aware of and are deemed to have constructive notice of all time periods and/or deadlines and the effect of noncompliance with said time periods and/or deadlines as set forth in this Title relating to the application, issuance, renewal, expiration, appeal or other action relating to business licenses, alcohol licenses, or any other licensing matters set forth in this Title.

(b) Nothing in this Title shall be construed as requiring the City to take any affirmative action to notify businesses, owners, licensees, or applicants of any time periods and/or deadlines or the effect of noncompliance with said time periods and/or deadlines set forth in this Title relating to the application, issuance, renewal, expiration, appeal or other action relating to business licenses, alcohol licenses, or any other licensing matters as set forth in this Title.

**Section 6-1-150 Penalty.**

(a) Any violation of any provision or restriction of this Title shall be a Class 'B' misdemeanor, unless a separate penalty is specifically delineated.

(b) Each day of noncompliance shall constitute a separate violation.

**Title 6 Chapter 1 Code Amendments**

6-1 amended	per Ordinance 590	02/15/2005
6-1-010 amended	per Ordinance 898	06/23/2009
6-1-010, 6-1-025 amended	per Ordinance 908	10/20/2009

## Chapter 6-03 REVOCATION, SUSPENSION OR DENIAL OF LICENSES

### Sections:

<a href="#">6-3-010</a>	<a href="#">Denial of a Business License.</a>
<a href="#">6-3-020</a>	<a href="#">Reasons for Suspension or Revocation.</a>
<a href="#">6-3-030</a>	<a href="#">Enforcement.</a>
<a href="#">6-3-040</a>	<a href="#">Procedure for Suspension or Revocation.</a>
<del><a href="#">6-3-050</a></del>	<del><a href="#">License Hearing Board.</a></del>
<del><a href="#">6-3-060-050</a></del>	<del><a href="#">Appeal Procedure.</a></del>
<del><a href="#">6-3-070-060</a></del>	<del><a href="#">Hearing.</a></del>
<del><a href="#">6-3-080-070</a></del>	<del><a href="#">Decision of the Hearing Board City Council.</a></del>
<del><a href="#">6-3-090-080</a></del>	<del><a href="#">Appeal of Hearing Board City Council Decision.</a></del>
<del><a href="#">6-3-100-090</a></del>	<del><a href="#">Licensing After Revocation.</a></del>
<del><a href="#">6-3-110-100</a></del>	<del><a href="#">Validity of Business License or Alcoholic Beverage License During Appeal.</a></del>

**Section 6-3-010 Denial of a Business License.** After a person has made application to the City for a business license the application may be denied for any of the following reasons:

- (a) The applicant does not meet the qualifications for a license as provided under this Title.
- (b) For a new application, nonpayment of a returned check for the required license fees at the time the application is made. For a business license renewal application, nonpayment of the required license fees plus penalty three (3) months after it is due.
- (c) Any reviewing department, division or agency of the City provided for in this Title has disapproved the application pursuant to any applicable provision of the City Code.
- (d) False or incomplete information given on the application.
- (e) Noncompliance with any requirement or condition set by the City Council, Planning Commission or Community Development Department, if applicable, under a conditional use permit or by the Appeals and Variance Hearing Officer or Community Development Department, if applicable, granting a variance or special exception.
- (f) Noncompliance with any city, state or federal statutes or any Health Department regulations governing the applicant's proposed business.
- (g) Any other reason expressly provided for in this Title.

**Section 6-3-020 Reasons for Suspension or Revocation.** An existing business license may be suspended or revoked for any of the following reasons:

- (a) The license does not now meet the qualifications for a license as provided under this Title.
- (b) False or incomplete information given on an application.

- (c) The licensee has violated or is violating any provision of this Title or provision of the City Code, state or federal statutes or regulations governing the licensee's business.
- (d) The licensee has obtained or aided another person to obtain a license by fraud or deceit.
- (e) The licensee has failed to pay property taxes, the utility tax or sales tax.
- (f) The licensee has refused authorized representatives of the City to make an inspection or has interfered with such representatives while in the performance of his duty in making such inspection.
- (g) The licensee is not complying with a requirement or condition set by the City Council, Planning Commission or Community Development Department, if applicable, under a conditional use permit; by the Appeals and Variance Hearing Officer or Community Development Department, if applicable, granting a variance or special exception; by the City Council, or by agreement.
- (h) Violation of this Title by the agents or employees of a licensee and violations of any other laws by the agents or employees committed while acting as an agent or employee of the licensee; or
- (i) Any other reason expressly provided for in this Title.

#### **Section 6-3-030 Enforcement.**

- (a) The Business License Official shall have the authority without a hearing, to deny a license for the reasons provided for in this Chapter.
- (b) The Business License Official shall have the authority to suspend or revoke a business license or an alcohol license without a hearing, for reasons provided for in this Chapter. However, the suspension or revocation shall not take effect until the time period for appealing the decision as set forth in this Chapter below has passed.
- (c) The Business License Official may, on ~~its~~ their own initiative or in response to complaints from the general public or any City department or division, investigate and gather evidence of violations of this Title or other circumstances which may give rise to a denial, suspension or revocation.

**Section 6-3-040 Procedure for Suspension or Revocation.** The Business License Official shall cause written notice to be given by personal service or registered mail to the licensee of his or her decision to suspend or revoke a license, the reason for such decision, that operation of a business or the sale of alcohol after the effective date of the suspension or revocation is a Class "B" misdemeanor, the licensee's right to appeal the Business License Official's decision and have a hearing, and the appeal procedure.

~~**Section 6-3-050 License Hearing Board.** There is hereby created the License Hearing Board of Draper City consisting of five members appointed by the Mayor with the advice and consent of the City Council. Three members of the Board, shall be residents of Draper City, another member, who need not be a Draper City resident, shall be a holder of a current Draper City business license, and one member shall be a Draper City employee. Board members shall be appointed for three (3) year terms or until their successors are appointed and shall serve without compensation. Initially, appointments shall be made for one (1), two (2) and three (3) year terms. Annually, thereafter, the Mayor shall, with the advice and consent~~

~~of the City Council, appoint for three (3) year terms, Board members to take the place of retiring Board members. Vacancies in the Board caused by removals, resignations or otherwise, shall be filled for the unexpired term in the same manner as original appointments. The License Hearing Board shall have authority to hear evidence in business license matters referred to the Board and, after such hearing, shall render its decision. The Mayor shall designate one (1) member of the Board to be Chairman and one (1) member of the Board to be Vice Chairman for a period of one (1) year.~~

### **Section 6-3-~~060~~ 050 Appeal Procedure.**

(a) Appeals of the Business License Official's decision to deny, suspend or revoke a license may be made by filing a written notice of appeal with the ~~Hearing Board~~City Recorder within 15 days of receipt of the notice of denial, suspension or revocation.

(b) The notice of appeal shall be in writing and shall set forth with specificity the reasons for which the appeal is taken.

### **Section 6-3-~~070~~ 060 Hearing.**

(a) ~~After the Notice of Appeal is determined to be complete, the City Recorder shall schedule a hearing before the City Council. Prior to the hearing the Business License Official shall transmit to the appellate body all papers constituting the record of the action which is appealed. The hearing shall be at a time, place, and day set by the Hearing Board, but not later than seven (7) working days after receipt of the notice of appeal.~~

(b) At the hearing, the Business License Official shall present the reasons for the decision to deny, suspend or revoke the license.

(c) The applicant or licensee, in person or through his or her attorney, may then present any evidence showing reason why the decision was in error.

~~(d) All witnesses shall be sworn to testify truthfully. Either party is entitled to confront and cross-examine any witnesses.~~

~~(e) Any oral or documental evidence may be received, but the Hearing Board shall exclude all privileged, irrelevant, immaterial, or unduly repetitious evidence.~~

(f) If the denial, suspension, or revocation appealed from is based on a finding by the Building Division, Planning and Zoning Division, Fire Department, Health Department, or Police Department that the business was or would be in violation of any applicable ordinances or regulations, then that finding shall be conclusive on the ~~Hearing Board~~City Council, and the ~~Board's~~Council's decision may be based only on whether the license was properly denied, suspended, or revoked because of the Building Division's, Planning and Zoning Division's, Fire Department's, Health Department's, or Police Department's finding.

(g) If the denial, suspension, or revocation appealed from is based on a determination by the Business License Official that grounds existed pursuant to this Code, the ~~Hearing Board~~City

Council may examine the factual nature of the grounds and determine whether such grounds are sufficient to sustain the decision of the Business License Official.

~~(h) The License Hearing Board does not have the authority to waive compliance with applicable provisions of the Business License ordinances, nor can the Hearing Board extend deadlines set forth in the ordinances or change the substance or form of the ordinances.~~

**Section 6-3-~~080-070~~ Decision of the Hearing Board City Council.** ~~The Hearing Board, after hearing all the evidence, After the City Council makes a decision, the Business License Official shall give the applicant written notice of the decision, shall announce its decision within seven (7) days from the date of hearing. The Hearing Board City Council may affirm or reverse the decision of the Business License Official. The decision shall be in writing and shall be based only upon findings of fact. The Hearing Board may designate that the prevailing party draft the Findings of Fact and Order. If the prevailing party drafts the Findings of Fact and Order, the opposing party shall have five (5) days from the date the draft is submitted within which to file objections to the draft. Upon resolution of all objections to the draft, the Hearing Board shall release the Findings of Fact and Order.~~

**Section 6-3-~~090-080~~ Appeal of Hearing Board City Council Decision.** Any decision of the License Hearing Board City Council may be appealed by the applicant, licensee, or City to the District Court within thirty (30) days from when the written decision is made.

**Section 6-3-~~100-90~~ Licensing After Revocation.** A person, whose license has been finally revoked, after all available hearings, may not be issued a license for a period of twelve (12) months after the revocation.

**Section 6-3-~~110-100~~ Validity of Business License or Alcoholic Beverage License During Appeal.** Throughout the administrative appeal process as outlined above, a licensee holding a suspended or revoked license may continue to operate his or her business or to sell alcohol in accordance with federal, state and local laws pending final decision on the appeal, or until the time for appeal has passed, whichever occurs first.

### **Title 6 Chapter 3 Code Amendments**

6-3 amended	per Ordinance No. 495	09/17/2002
6-3 amended	per Ordinance No. 590	02/15/2005
6-3-010 amended	per Ordinance No. 815	04/01/2008
6-3-020 amended	per Ordinance No. 815	04/01/2008