



CITY COUNCIL AGENDA

Notice is hereby given that the Draper City Council will hold a **Business Meeting** on **Tuesday, May 27, 2014**, in the City Council Chambers at 1020 East Pioneer Road, Draper, Utah.

The Agenda will be as follows:

5:30 p.m. STUDY MEETING

1.0 Dinner

2.0 Presentation: Jordan Valley Water Conservancy District – Richard Bay and Ronald Sperry

3.0 Presentation: Utah Risk Management Mutual Association (URMMA) – Paul Johnson

4.0 Presentation: Potential Dog Park Locations – Brad Jensen

5.0 Council/Manager Reports

7:00 p.m. BUSINESS MEETING

1.0 Call to Order: Mayor Troy Walker

2.0 Comment/Prayer and Flag Ceremony

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 Presentation: Police Department Annual Report – Chief Bryan Roberts

5.0 Consent Items:

- a. Approval of April 29, 2014, Minutes
- b. Approval of May 6, 2014, Minutes
- c. **Resolution #14-39**, Appointing Glade Robbins as Interim City Engineer
- d. **Agreement #14-86**, Assessment-in-Lieu Sainsbury Simmons Subdivision
- e. **Agreement #14-78**, Assessment-in-Lieu with Brad Miles for Larsen Pastures
- f. **Resolution #14-38**, Approving Credits Due for System Improvements for Sainsbury Simmons Minor Subdivision

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, 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.

- g. **Resolution #14-37**, Approving Credits Due for System Improvements for Larsen Pastures
 - h. **Agreement #14-79**, Approving the 2014 Pavement Management Project Construction Agreement
- 6.0 **Public Hearing: Ordinance #1107**, Approving the Vacation of a Portion of Upper Corner Canyon Road and Approving a New Alignment and Dedication of that Portion of Upper Corner Canyon Road to be Recorded with Utah County. Staff report by Glade Robbins.
- 7.0 **Action Item: Agreement #14-75**, For Approval of the SunCrest Regional Detention Basin Construction. Staff Report by Glade Robbins.
- 8.0 **Public Hearing: Agreement #14-93**, For Approval of Reimbursement for a Storm Drain Line, Approval of a Deviation to Street Design Standards, and Approval of the Salz Cove Minor Subdivision. Staff report by Keith Morey.
- 9.0 **Public Hearing: Providing Local Consent for an Off-Premise Alcohol License - Whole Foods** Located Generally at 11479 South State Street. Staff report by Keith Morey.
- 10.0 **Public Hearing: Ordinance 1109**, For Approval of a Zoning Map Amendment from RA1 to RSD-1-Fox Gate Farms for Property Located Generally at 575 East Fox Farm Place. This application is otherwise known as the *Kellogg Rezone*. Staff report by Keith Morey.
- 11.0 **Action Item:** For Approval of the Galena Townhomes Preliminary Plat. Staff report by Keith Morey.
- 12.0 **Public Hearing: Ordinance #1102**, Amending Section 3-4-110 of the Draper City Municipal Code Pertaining to Records Denial Appeals. Staff report by Rachelle Conner.
- 13.0 **Adjourn to a Closed-Door Meeting to Discuss Property Acquisition, Litigation, and the Character and Professional Competence or Physical or Mental Health of an Individual.**

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 **27th day of May, 2014**, were posted on the Draper City Bulletin Board, Draper City website www.draper.ut.us, the Utah Public Meeting Notice website at www.utah.gov/pmn, and sent by facsimile to The Salt Lake Tribune, and The Deseret News.

Date Posted: May 23, 2014
City Seal




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

AGENDA
ITEM #3



MISSION STATEMENT

The Utah Risk Management Mutual Association (URMMA) welcomes the membership of those Utah municipalities dedicated to improving their communities through the prevention and control of loss who are willing to commit time, effort and funds to protect their citizens, employees and public resources. To these ends, the Association will:

1. Assist its members to prevent and control loss by:
 - ▶ Identifying risk;
 - ▶ Reducing risk by training, education and risk transfer;
 - ▶ Adopting appropriate policies, procedures, programs and guidelines;
 - ▶ Sharing ideas and programs;
 - ▶ Controlling loss or further injury after an occurrence or claim.
2. Pool resources to spread the risk of loss where and when appropriate.
3. Protect against catastrophic loss.
4. Reduce costs by the joint purchase of protection and services whenever possible.
5. Maintain long-term financial stability by funding all obligations at responsible levels.
6. Improve the legal and risk management environment by proposing and supporting favorable legislative and regulatory changes.
7. Foster cooperation and joint action with other affected entities.
8. Require a high degree of commitment to the Association's risk management programs by all members.

The Association will emphasize risk management activities that improve our communities rather than insurance. It will strive for excellence in all areas of endeavor. Adequate staff or outside service providers will be hired to provide the services established by URMMA's governing body.

Each member is expected to actively participate in all areas of risk management and to implement the Association's programs. Programs and policies which generally promote responsibility and accountability of individual members are favored. Expenses shall be equitably allocated and shared among the members.



An Introduction to URMMA

Utah Risk Management Mutual Association (URMMA) is a pool that was formed by municipalities in the State of Utah for the purpose of providing a liability insurance program. URMMA was formed by Interlocal Agreement in 1985 and as such, is a governmental entity. URMMA's unique programs and philosophies were developed by our Board of Directors which consist of one representative from each of our Member cities. The following information will provide some highlights of URMMA's governance and programs.

Governance

- URMMA is totally governed by its Members. All philosophies, programs and practices are approved by our Board.
- Each Member has representation on the Board.

Philosophy

- URMMA's focus has always been on risk management activities that improve our communities first and insurance needs second.
- URMMA's programs are designed to emphasize Member accountability.
- Our risk management and educational services help reduce losses so that premiums remain low.
- Membership in URMMA requires a commitment to risk management.

Coverage

- URMMA provides **\$6,000,000 per occurrence coverage with no aggregate.**
- URMMA's third party liability coverage is very broad and includes bodily injury, property damage, personal injury, public officials errors and omissions and employees benefit liability.
- URMMA's coverage is also very dynamic. Last year our Board voted to add \$100,000 aggregate per member cyber liability coverage.
- Members have the option of purchasing auto physical damage coverage from URMMA for vehicles valued less than \$50,000.
- Members group purchase property insurance coverage through Moreton & Co.
- Property coverage includes \$200 million earthquake/flood coverage shared with other members. By group purchasing this coverage, members have received discounted coverage rates.
- Members are involved with claims throughout the resolution process. We look to our members for settlement authority for **EVERY** claim settlement.

Staff

- URMMA has the following staff who will work directly with your city employees:
 - ▶ Our claims adjuster will handle your claims.
 - ▶ Our claims and litigation manager is attorney who supervises and oversees claims and litigation.
 - ▶ Our risk manager will work directly with your employees to improve risk management in your city. He will also conduct an annual inspection of all departments in your city and provide a written report to your management.
 - ▶ Our education manager will conduct training to all of your employees at your city center. There are more than 50 training topics available.
 - ▶ Our administrative services manager works with your finance department on all invoices, loss reports, website interaction, certificates of insurance, etc.
 - ▶ Our administrative assistant maintains the claims files when a claim is filed against the City.
 - ▶ Our CEO is a former city manager who understands city government and works with our Board to carry URMMA's programs forward.
- All staff services are included in the annual premium. There is no additional charge for any of our services.

Accountability

- In an effort to promote accountability, URMMA claims are subject to a deductible based on the group to which the City is assigned.
- Losses are repaid to URMMA over a five year period.
- When losses are repaid in full, premiums are automatically reduced.
- As City employees focus on risk management, claims are reduced and cities can keep more of their funds in the city for other projects.



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Return to Agenda

CONSENT
ITEM #A

MINUTES OF THE DRAPER CITY COUNCIL MEETING HELD ON TUESDAY, APRIL 29, 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, 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; Bryan Roberts, Police Chief; and Garth Smith, Human Resource Director

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Records Denial Appeal

Mayor Walker explained this meeting is for an appeal to a records request denial.

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David Dobbins indicated Stacie Powell Jacobsen submitted a records request through the Police Department. That request was denied by the Police Department, and per City Code, the appeal first comes to the City Manager. He read from the State Code pertaining to the classification of records and what constitutes a record under GRAMA. The document Ms. Jacobsen had requested was a journal of a juvenile female involved in a case the Police Department was investigating. The case was not pursued by the District Attorney, but the Police Department had a copy of the journal as part of their case report. Mr. Dobbins advised he denied the request based on it being a private document that was written by a private person and was not a document prepared by the City for the City.

[5:08:35 PM](#)

Stacie Powell Jacobsen distributed a handout to the Council Members. She reviewed the process she had gone through with the requests and denials. She said she feels at a disadvantage due to this being an open meeting, because she does not want to disclose too much personal information about the case. The handout is pretty factual in terms of the appeals process. She was initially given incorrect information about the appeals process. She was told to appeal the denial through the State Records Committee, which was not accurate, and she was directed back to the City of Draper. She advised State Code Section 63G-2-202 reads that the City Council shall disclose a private record to the subject of the record or the parent or legal guardian of an unemancipated minor who is the subject of the record. From her understanding, her son is the subject in this record that was provided to the Police Department as evidence, so she feels that she should receive a copy as the parent of her minor child. She said it is her understanding that this is the first time the City has had anyone appeal a records denial, so she understands that there might be some confusion. Utah State Section 63G-2-201(5)(b) allows a government entity to release a

private record if the head of the government entity determines that there is no interest in restricting the access or the interests favoring access are greater than or equal to the interests favoring restriction of access. She said she feels the interests in this case are greater. This case has affected her family, and she does not feel like she even knows all of the facts and answers surrounding it. The facts changed several times throughout the investigation, so she does not know what is true and what is not true. Apparently, the final story came from the journal pages that she is requesting copies of. The case was not pursued, no charges were filed, and the case was closed. However, due to this situation, her ex-husband's wife will no longer allow Ms. Jacobsen's son to go for visitation. This has been going on for almost one year, and it is adversely affecting her son. Ms. Jacobsen expressed her opinion that reading the journal would allow her to see what help, if any, her son needs to try to resolve this.

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Councilmember Rappleye asked whether Ms. Jacobsen's son is still a minor. Ms. Jacobsen replied that he is. She advised the allegations are that this occurred six or seven years ago.

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Mayor Walker asked whether this document was produced pursuant to the criminal investigation. Mr. Dobbins replied it was not. This is part of a journal. When the charges came out, pages of the journal were copied for the police report.

Mayor Walker clarified that the only reason the Police Department came into possession of the copies of the journal was due to the criminal investigation. Mr. Dobbins stated that is correct.

Mayor Walker asked whether the District Attorney's Office dismissed the case with prejudice or if they have just not filed charges. Bryan Roberts, Police Chief, advised he is not sure; however, he does not believe it is their intent to pursue this any further. They chose not to pursue prosecution of the charges filed by the Police Department.

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Councilmember Colbert requested clarification that the journal was written by the other individual and not her son. Mr. Dobbins stated that is correct.

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Mayor Walker asked Ms. Jacobsen what she thinks knowing what the journal says will help her or is anyway relevant to helping her son receive treatment. Ms. Jacobsen replied there were so many different stories being told, and being able to see what was actually written in journal about her son, would help her determine whether or not her son does need help. This is affecting her son, the other kids, and the entire family. She does not understand why her ex-husband's wife is so adamant. Ms. Jacobsen noted reading the journal would answer some questions.

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Mr. Dobbins indicated the City did not provide copies of the journal to the Council Members, because it would then go into the public domain. He understands the difficulty Ms. Jacobsen is going through; however, he was looking at this case based on the classification and she is

looking at it in terms on content. At the end of the day, he determined that this is a private journal that is not meant to be in the public domain.

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Councilmember Colbert asked whether there is any way for Ms. Jacobsen to be allowed in private to receive a summary of what was included in the journal, so she can somewhat understand what was involved. Mr. Dobbins stated he does not see a way of doing that without creating a public document.

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Mayor Walker stated this document was provided in the process of a criminal investigation. The document being a private document will never be revealed unless it was used at trial. Without that, it would not see the light of day. If charges were filed, the defense attorney would receive a copy; however, no charges were pursued. Mayor Walker advised Ms. Jacobsen is not being harmed by not having a copy, because no charges were filed. The government function is complete. He understands Ms. Jacobsen's desire to know what the journal says; however, it is not the Cities business to reveal private documents to her just for her own personal knowledge.

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Ms. Jacobsen disagreed saying this does affect her. Mayor Walker clarified that it is not the governments business to regulate the content of information. The interest of prosecution is to get evidence in order to prosecute the cases. If that is quelled by everyone's private documents becoming public records, it prohibits the ability of law enforcement to do their job. He expressed his belief that Ms. Jacobsen would hear that from the District Court judge as well if she chooses to go that route. The intent is not to hide the record; rather, it is allowing the free flow of information to the investigators. In this case, the evidence shows the free flow of information occurred, and the District Attorney's Office did not charge her son.

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Ms. Jacobsen stated she still feels under the State Code that the public entity should disclose a private record at the request of the subject of the record or their parent or guardian.

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Councilmember Rappleye asked at one point does that paragraph in the State Code validate itself. Mr. Dobbins stated the City looked at that Section and felt it did not apply because the subject of the record is the person who wrote it and not the people who might be named in it.

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Councilmember Colbert stated he reads it that same way.

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Councilmember Vawdrey noted Mr. Dobbins also indicated this is not a record by definition. Mayor Walker stated it is not a public record because it was not produced by the City. It was evidence obtained in the investigation. Until the government formally declines charges, it could

still be a pending investigation. They have a window of time in which to make their charges. Just because they have not, it does not mean they will not.

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Chief Roberts noted this was screened by the Juvenile District Attorney, and they decided not to pursue charges.

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Ms. Jacobsen stated she was told that if she pursued this, the District Attorney might look at reopening the case. She felt that was not right and felt that it was almost a threat. Mr. Dobbins noted that was not a part of any of the denials of the record. He thinks that might have been a comment made by someone in the Police Department.

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Mayor Walker stated the Police Department does not make the final decision about charging. It is the District Attorney that makes that decision.

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Councilmember Colbert asked how long the City would keep this evidence before it is destroyed. Chief Roberts indicated the City keeps the case files for years.

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Ms. Jacobsen noted she knows that once a case is closed, evidence can be destroyed if the officer gives approval. Chief Roberts stated the journal is still there as part of the file.

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Councilmember Colbert asked Doug Ahlstrom, City Attorney, how he interprets the subject of the document. Mr. Ahlstrom stated the subject is the person who wrote the journal, and he believes this is not a record under the GRAMA statute.

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Ms. Jacobsen noted she does not want to come across as offensive; however, she knows that this GRAMA Code is completely up to interpretation by each agency. She is familiar with another municipality that would have already released this document to her. It is frustrating to her. Mayor Walker noted that does not have a lot of meaning to him, because he does not have any way to prove that.

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Councilmember Colbert indicated if the Draper City Council denies the appeal, Ms. Jacobsen is free to appeal this to the District Court.

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Mr. Ahlstrom advised that any decision made has to be put in writing. If there is an appeal, the Court will need something to look at.

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Councilmember Colbert moved to deny the appeal. Councilmember Rappleye seconded the motion.

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Councilmember Colbert indicated the basis is he concurs with the City Attorney's position and the findings stated in the letter that this is a private document and the subject of the document is not requesting the release of the journal.

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Councilmember Rappleye concurred with Councilmember Colbert. He agreed that there is an interpretative nature to this; however, this document is not part of a criminal investigation piece that is available to a defense attorney, so the document belongs to someone else.

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Councilmember Stenquist advised in addition to that, they are talking about a private journal of a minor. In that sense, it is prudent for the City to error on the side of protecting that information with respect to protecting the privacy of a minor. He understands the difficult situation and family dynamics Ms. Jacobsen is dealing with, and even though reading the journal might provide her with some comfort to see what was written, he does not see any reason to believe that Ms. Jacobsen's ex-husband's wife is going to change her mind about the son.

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Mayor Walker called for a vote. Those voting aye: Councilmember Colbert, Councilmember Rappleye, Councilmember Stenquist, and Councilmember Vawdrey.

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Mayor Walker indicated the Draper City Council has unanimously denied the appeal. The next step in the process is the District Court. He indicated a written denial will be provided by the City.

Study Meeting

1.0 Dinner

2.0 Budget Work Session

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2.1 Michael Jensen, Unified Fire Authority (UFA) Chief, briefed the City Council on the proposed rate increases for the next fiscal year, which included:

- Retirement increase 2.18 percent
- Merit increase
- Ambulance revenue is slightly down
- This is the first year they will not receive the hazmat funds from the County
- Health insurance increase

Chief Jensen stated it looks like the rate increase for the Cities will be approximately five percent.

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2.2 Chief Jensen then discussed the calls for service for the SunCrest Fire Station. When the station was built, they expected more homes in the area. He advised they are open to having the discussion about still having a presence up there for response. He would like to keep people up there no matter what.

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2.3 Councilmember Colbert noted if they need to make some adjustments, he would at least like an ambulance up there with EMTs. Most of the calls up there are medically related. Chief Jensen agreed and said he would also like some brush units up there from May to October to help with urban interface fires.

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2.4 Councilmember Colbert indicated there is strength in having a four-man crew, so he suggested they have that at the central station and keep an ambulance at Suncrest. During the summer they can do something with the brush fires. Chief Jensen stated they will run some scenarios and get back with the City. They are always open to looking at things.

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2.5 Councilmember Stenquist stated the Council recently made a decision not to build a Public Work Facility up in SunCrest. He would like to look at having the fire station up there possibly serve dual purposes by allowing fuel storage and salt storage during the winter months. Chief Jensen advised they are willing to have that discussion. Chief Jensen then discussed issues with the wild land fires and the costs involved for UFA.

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2.6 Bob Wylie, Finance Director, reviewed the tentative budgets with the City Council.

Business Meeting

[7:03:02 PM](#)

1.0 Call to Order

1.1 Mayor Walker called the meeting to order and welcomed everyone in attendance.

[7:03:23 PM](#)

2.0 Comment/Prayer and Pledge of Allegiance

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2.1 The prayer was given by Monsignor Joseph Mayo of the Saint John the Baptist Parish.

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2.2 The pledge was led by Russ Fox.

3.0 Citizen Comments

[7:05:35 PM](#)

3.1 Mayor Walker briefed the audience on the process for the citizen comments. He then advised that the City Council has talked with many neighbors on 13400 South, and the Council has determined that it is not prudent to open up 13400 South at this time for through traffic. The City might do this in the future; however, it would be constructed with curb, gutter, and sidewalk at that time.

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3.2 Tina Mercer, 14226 South Daisy Field Drive, noted she is representing the homeowners association (HOA) for the Fields of Draper. They have spoken with DR Horton, Draper City, and Salt Lake County, and everyone is passing the buck in reference to an eight to ten foot gap between the Fields of Draper and a DR Horton development to the east. DR Horton said they disclosed to the homeowners about the gap; however, she has spoken with at least five of the homeowners and they know nothing about the gap. They do not plan to take care of the area. There is a retaining wall on the east side that has issues. By Southfork on the northeast corner, there is a big swamp and poor drainage. Being a resident of Draper since 1996, she is well versed with the problems that occur when a property is not taken care of. The only result they have gotten is when they contacted Draper City Compliance Officer Kassie Hall. She was always willing to help with the infractions. The Draper City Attorney replied to an email saying that the City will take no action in reference to this gap. This problem is due to deeding errors. Draper Hillside should lay claim to this property through a quiet lawsuit or corrective deed. Once DR Horton is finished with this project, they will pull out and the gap will remain. It is unacceptable for this to happen. She asked the City Council to talk with the HOA and try to come up with a solution.

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3.3 Colleen DeRose, 1031 East 13400 South, thanked the City Council and staff for their consideration of the neighbors in reference to the opening of 13400 South. This is her first experience in working with the City, and she was surprised at how readily available the Mayor and City Manager were to meet with her. It was a great meeting, and she felt that she was listened to. She emailed the rest of the Council Members and heard back from most of them within twenty-four hours. They put out an invitation for the Council to come and look at the project, and many of them did stop by. She expressed appreciation for the response. The decision tonight shows that the safety of the children in the community trumps all. That is a loud message the City sent today, and her neighbors will be speaking very highly of the City to their friends and neighbors in the future. She said it has been a very positive experience. She said they know the road will go through, and she appreciates that the City will do it right when that happens.

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3.4 Chris Bowman, 14873 South Manilla Drive, read the City's mission statement, which states – Draper City is a community that preserves its unique identity and heritage, and provides protection and services for its citizens. He indicated the excessive speeding in his area is out of control. They have been working with the Police Department, and they are trying to do more speed enforcement in the area, but they are busy with other things in the city. The police gave out twelve citations last Saturday in the course of two hours. Many of them were in the excess of thirty to forty miles per hour. The City has already placed electronic signs in the area, and they have not helped. The neighbors have directed their children to walk through the fields rather than walking on this street. He asked for the City to look at other options for speed control such as speed bumps.

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3.5 Brianne Harris, 14837 South Manilla Drive, noted she has tried to address the speeding problem on Manilla Drive with the City many times since 2012, and it is still an issue. This is a scary street, and she would like to have speed bumps constructed to help solve the problems. The City acknowledged there was a problem in 2012 and put up the electronic signs; however, that has not helped at all. The speed limit is twenty on that street and it might be one in twenty vehicles that actually goes twenty-five. The rest of them are much faster than that. She does not believe it is deliberate; it is just a very steep street. Every neighbor she has talked to is concerned about the safety. Ms. Harris indicated she is not a very outspoken person, but she has come to City Hall many times. The Police Department has finally gotten involved to help, and she would appreciate some guidance as to what they can do about the situation. The neighbors have even agreed to help with the funding of speed bumps. This is a serious problem and not just an annoying complaint.

7:26:13 PM

3.6 Mike Spencer, 788 Old English Road, advised he installed a water filter when he moved into his home. He displayed a new cartridge. For the first few years, he changed the cartridges once a year. When he took them out, they were a very light cream color. Now he has to change them out every three months, and they are a dark brown. He talked with someone at WaterPro, and they said it is not a big deal. This is water that is inside his home. If the residents do not have filters, they are drinking the stuff his filters are catching.

***Councilmember Rappleye left the meeting at 7:27 p.m.*

7:27:56 PM

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.

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4.1 Councilmember Stenquist moved to approve the Consent Items. Councilmember Vawdrey seconded the motion.

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

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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.**

[7:30:18 PM](#)

5.1 Keith Morey, Community Development Director, noted this application is being brought at the Council's request, so the City is the applicant. Staff was cautious in the drafting of the language because there could be serious repercussions in the community with signage. The Planning Commission had some concerns with the language, so they forwarded a negative recommendation to the Council. The Planning Commission Members knew there was some interest in doing this by the City Council, so they did not want to just kill it or manipulate it to meet their interests. They forwarded it to the City Council to provide comments or make adjustments that the Council thought necessary. That being said, the Planning Commission did recommend a couple of things:

- 12300 South corridor extended too far and they thought it might be arbitrary
- Draper has historically been different and introducing electronic signs into the community would change the character of the city
- The standards for lighting were not enforceable
- There is not enough data to know if there is a real need or demand for this type of signage

Mr. Morey then reviewed the proposed text for the City Council. He also displayed maps of the areas that would be allowed to have the electronic signs.

[7:38:04 PM](#)

5.2 Councilmember Stenquist noted the proposed language would prohibit temporary signs if a business has an electronic sign. Mr. Morey stated that is correct. If they are permitted to have an electronic sign, they would not be allowed to obtain a permit of the temporary signs.

Councilmember Stenquist noted that makes sense. He asked Mr. Morey what types of signage the businesses are allowed to have right now. Mr. Morey explained they can have a sign over the building, a monument sign, and they could apply for temporary signage.

7:39:24 PM

- 5.3 Councilmember Colbert clarified that they can have eighty percent brightness during the day. He asked what determines full brightness. Mr. Morey noted the problem staff found is that there is a lot of variation between the companies that make the signs. There are inconsistencies with how the light is measured.

Councilmember Colbert said the City should be able to determine the standard for how it will be measured. Sometimes the signs are too distracting, especially at night, when they are really bright. Mr. Morey agreed. He said staff is happy to add any language the Council desires. This was their first stab at how to handle it. They could not find a consistent measurement system they could apply equally to everyone.

Councilmember Colbert said they need to find something because it needs to be measured. The City will have to determine what the standard is and have a way of metering the light. He questioned how often they can change the message. Mr. Morey noted staff did not put in a standard for that.

Councilmember Colbert expressed that a standard for that would need to be included. He said he is more inclined to support this change if the signs look like a regular sign. The City cannot control the billboards, but they change so much it is distracting.

Mr. Morey noted so much of that is dependent upon the speed on the street. The traffic on 12300 South is different than other parts of the city. Councilmember Colbert stated he is not supportive of them changing more than once every three to four hours.

Mr. Morey indicated the reason the businesses want this type of sign is because they want the opportunity to have more information out more frequently. If the City is opposed to that philosophically, it would kill the reason behind doing this. It is important for the City Council to think through this and give staff some feedback as to what they want.

7:43:24 PM

- 5.4 Councilmember Vawdrey indicated the signs that were displayed on the slides were less than one hundred percent. Mr. Morey stated most of the signs shown were at fifty percent.

Councilmember Vawdrey expressed her opinion that they look better at fifty percent.

7:43:52 PM

- 5.5 Councilmember Stenquist stated he knows there is an ongoing debate statewide about electronic billboards. He asked whether this would in any way open the door to electronic billboards. Mr. Fox advised it would not. The State statute allows all the billboards to be changed to electronic signs along the freeway, but there are no billboards in the city. There are certain regulations under the Outdoor Advertising Act that UDOT regulates. The Draper City Code mimics a lot of the regulations set by the State.

[7:45:41 PM](#)

5.6 Mayor Walker asked Mr. Morey to display the slide where the quality of the image is shown. Mayor Walker indicated the City can decide if they want to require the higher quality display. Mr. Morey stated that is correct. The lower the quality of the sign, the harder someone will have to look to figure out what they are reading.

[7:46:44 PM](#)

5.7 Mayor Walker opened the public hearing.

[7:47:05 PM](#)

5.8 Gordon Mueller, 11710 South State Street, noted he owns a business in Draper. He has an older style monument sign by the road. Most people that pass by his business have no idea the type of business he has. An electronic sign would give them the ability to identify the products and services they provide. It would be really useful for him to have that. He is changing the appearance of his building and would like to update his sign as well. He does not want anything flashy or wild, but he would like to identify for the public what his business does.

[7:48:44 PM](#)

5.9 Al Jensen, 1863 East Foxborough Lane, advised he is in the LED and solar business. He worked with the Canyon Crest Project and helped Dan Boles with remodeling some of the proposals there. He stated he is the first to stand in line to object to signage that is tawdry, cheap, loud, flashing, or anything that would degrade the City of Draper. He is against cheap signage, but there is digital signage available that is high quality. One of the things that should be clarified in the ordinance language is more detail. The brightness can be measured and it should not exceed 5,000 nits. He would like to control the signage. He does not want the LED signs to be obnoxious or too bright. The second thing is that each sign should be allowed to have at least thirty-two square feet and should not be restricted to fifty percent. If the digital sign is a retrofit, the entire sign should be updated as well. Mr. Jensen advised he would like to improve the quality of the sign, but there is a need for this sign in Draper. They need to be tasteful, detailed, and controlled. He thanked the Council for their time.

[7:52:07 PM](#)

5.10 Shawn Benjamin, 360 West 13165 South, noted commercial speech is regulated in a different way than regular speech. There is a court case right now where the court established criteria determining whether or not a regulation stands up in court. He read from the case in reference to the findings. Mr. Benjamin recommended the Council look at what is being proposed and try to judge the regulations this way. He stated he did not like the exclusion of temporary signage if there is an electronic sign situation. In a strip mall scenario, this could allow an owner to raise costs high for advertising on the signage.

[7:54:37 PM](#)

5.11 Councilmember Colbert indicated they can close the public hearing and still allow this to take the normal course.

[7:55:07 PM](#)

5.12 Mr. Dobbins advised Councilmember Summerhays asked that the public hearing be continued.

Councilmember Colbert stated they would need a motion to do that.

Councilmember Stenquist indicated the vote would have to be unanimous to do that.

Councilmember Colbert noted he is not inclined to continue the public hearing. However, since two of the Council Members are gone, he is fine allowing this item to follow the normal course of business.

Councilmember Stenquist said he is not sure it makes any difference. He appreciates those that showed up tonight, but they did not fill the chambers with people wanting to speak on this issue. He is not sure continuing the public hearing will make that much difference. They have heard people from the business community, but they have not heard how the general public feels about this. Most residents are not even aware the City is even discussing this issue. If they were to continue the public hearing, it might give them the opportunity to hear more from the residents.

Councilmember Vawdrey noted it is her feeling that they go ahead and extend the public hearing. She said it would be fair since the other two are not here.

Mayor Walker indicated the request was to allow the public hearing to stay open to allow more input from the residents and businesses. It is an important change the City is proposing to make.

[7:57:42 PM](#)

5.13 Councilmember Vawdrey moved to continue the public hearing to the next meeting. Councilmember Stenquist seconded the motion.

[7:58:04 PM](#)

5.14 A roll call vote was taken with Councilmembers Stenquist, and Vawdrey voting in favor. Councilmember Colbert voted no. The motion failed for lack of a majority vote.

[7:58:45 PM](#)

5.15 Mr. Dobbins advised the Council is meeting next Tuesday, but they only have a short window to adopt the tentative budget. They are going to Summit Academy for a Town Hall Meeting at 7:00 p.m. The next meeting is scheduled for May 27th because most of the Council will be out of town on May 20th.

[7:59:19 PM](#)

5.16 Councilmember Stenquist advised he is comfortable with the Council taking their time on this issue and receiving more comments and input.

[7:59:34 PM](#)

5.17 Councilmember Colbert noted he needs more input from staff before he will support it. He wants to know more about how the brightness is measured and whether it matters how big a sign is. It would be terrible for the city if they do it wrong, and the residents will be “through the roof”. He said he does not mind electronic signs. He has seen some electronic signs that look like regular signs when they are not moving or changing. If the message is not changing too often, it would be fine.

[8:01:06 PM](#)

5.18 Mr. Dobbins noted when the City does this type of amendment, they do not notice anyone individually because it affects the entire city. This was noticed in the newspaper, but most people do not read those to see what is on the agenda. If the Council is interested in making sure the public has more notice, and if they want to keep the public hearing open, staff could try to get the word out through the non-typical means. They could also put the information on the website.

Councilmember Colbert noted in reality the City Council will not take action on this for at least a month. He said there is plenty of time to receive input. He is more interested in the technical side of managing this. He wants to provide the opportunity for businesses to get their message out without the signs being a distraction or hazard.

[8:02:44 PM](#)

5.19 Councilmember Stenquist moved to continue this item and hold the public hearing at least two weeks after the next publication of the City newsletter that contains information for the public about the change to the electronic sign ordinance. Councilmember Vawdrey seconded the motion.

[8:04:18 PM](#)

5.20 Councilmember Colbert asked when the next newsletter will go out. Mr. Dobbins indicated the next one will go out in June. Staff will continue to obtain the information the Council has requested during that time.

[8:05:19 PM](#)

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

[8:05:26 PM](#)

5.22 Councilmember Stenquist noted in addition to his motion, he thinks the City is already more liberal in their signage than he would prefer them to be. In a lot of ways, it is hard to pull back from what they have done. The one redeeming quality he thinks this

ordinance has is that it removes the temporary signage with these signs. He would like Draper to move toward a very minimalist amount of signage.

[8:06:36 PM](#)

5.23 Councilmember Colbert asked staff to contact the sign manufacturers to obtain more technical information.

[8:07:08 PM](#)

5.24 Mr. Dobbins noted from a staff perspective, they would prefer that what is adopted is very clear and represents the Council's true intent and expectations. Staff will start getting the word out.

Councilmember Colbert noted it might be beneficial to hold an open house in reference to this and maybe see some sample signs.

Mr. Morey indicated there will be sign vendors at ICSC, and they will have displays and information.

[8:08:52 PM](#)

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

[8:09:04 PM](#)

6.1 Mr. Morey noted this is another City initiated text amendment. The proposed change will allow developers to have different zone options. There have been a lot of requests in the past from people who want to build quality homes on smaller lots. In an effort to be responsive to that, staff is proposing this ordinance change. The Planning Commission had very few comments about this. He reviewed the uses that would be allowed in the R4 and R5 zones and the development standards that would be required. He advised that in order to be consistent, it is important to amend the RM1 and RM2 as well. The RM1 would require 6,000 square feet, and the RM2 would require 4,000 square feet.

[8:11:34 PM](#)

6.2 Councilmember Colbert asked whether there is still a requirement for a two-car garage. Mr. Morey replied the ordinance specifies a two-garage on a single-family home.

Councilmember Colbert stated when the City increases the density, there seems to be a problem with parking on the street.

[8:12:32 PM](#)

6.3 Councilmember Colbert noted another issue they may need to look at is the chicken ordinance. He said he is not sure it will be a concern for residential chickens when they start getting the smaller lots. Mr. Morey noted staff can look at that. It may be that it is not appropriate on a lot this small.

[8:12:57 PM](#)

6.4 Councilmember Vawdrey questioned whether all of the preexisting RM1 or RM2 be nonconforming. Mr. Morey advised they conformed to the ordinance at that time. Anyone that comes in for the RM1 or RM2 in the future would have to meet the current standard.

Mr. Dobbins noted if someone has an RM1 lot today that is 10,000 square feet, they are vested and will go ahead and build at that. The minimum square footage is 4,000, so if they have more they are still conforming.

[8:14:30 PM](#)

6.5 Mr. Morey reviewed the text for the ordinance change. He indicated there is potentially a concern that they may be inviting a lower quality product in the community. Staff is sensitive to that as well, and that is not what they are trying to do with this. They have heard from multiple developers that want this, as well as people who want to move to this community and do not want to maintain large yards. In attempt to moderate that, staff has created Exhibit C, which provides requirements for this zone, and the developers will have to pick seven of the fifteen to comply to. Those are just architectural amenities that need to be included in the development.

[8:16:33 PM](#)

6.6 Mr. Dobbins clarified that this list is for the RM1 and RM2 zones for the R4 and R5. Mr. Morey stated it will be for the RM1 and RM2. Because they changed the lot sizes in those zones, they wanted to make sure the city got a quality product.

[8:17:08 PM](#)

6.7 Councilmember Colbert noted he worries that they are cutting the lot size in half. Mr. Morey noted this is only a suggestion. Staff is responding to a request from the City Council to make a new zone. They looked at the table as a whole.

[8:17:58 PM](#)

6.8 Councilmember Stenquist noted one option would be to leave it at 10,000 and 8:000 square feet for RM1 and RM2. That way the difference for R4 and R5 would only allow single-family homes, and the RM1 and RM2 would have the option for multifamily. Councilmember Colbert agreed.

[8:18:15 PM](#)

6.9 Mr. Dobbins indicated the RM1 and RM2 are typically multifamily zones. They usually do not get a lot of single-family homes in these zones.

[8:19:11 PM](#)

6.10 Councilmember Stenquist stated under the R4 or R5 they would not be able to do multifamily. Mr. Dobbins stated that is correct.

[8:19:23 PM](#)

6.11 Russ Fox, Assistant City Manager, explained the City Council passed a rezone at the last City Council meeting, and they required a development agreement because the developer requested 7,000 square foot lots for single-family homes. This change would limit the number of development agreements the City would enter into.

[8:20:54 PM](#)

6.12 Mr. Morey reiterated that this was staff's attempt to respond to the Council's request. They may not have hit the mark, so staff can do additional work on it if necessary.

[8:21:06 PM](#)

6.13 Councilmember Colbert noted with this kind of density, he almost thinks they should just have one RM zone and just choose the lot size.

[8:21:17 PM](#)

6.14 Mayor Walker opened the public hearing.

[8:21:30 PM](#)

6.15 Shawn Benjamin stated he lives on a small lot, and he likes it. He said he is not sure if his development had a development agreement at the time or not. The setbacks on a lot this small are something the City would have to be careful to not take away the buildable area.

[8:22:28 PM](#)

6.16 Mayor Walker closed the public hearing.

[8:22:36 PM](#)

6.17 Councilmember Colbert asked whether there is an advantage to having two RM designations and questioned what it does to the other RM2 zones the City has approved. Mr. Dobbins noted the maximum dwelling units does not change because it only affects the single-family homes that are built.

[8:23:34 PM](#)

6.18 Councilmember Stenquist indicated there is one aspect to this, even if the Council writes this into the City Code, someone would have to come in to make the rezone request before anything can be built. Mr. Morey noted that is correct. Staff even talked about looking at the map and proposing areas it would work; however, they decided not to do that. Someone will come in and make a request, and the City Council can decide whether that location makes sense or not.

[8:24:14 PM](#)

6.19 Councilmember Colbert moved to suspend the rules. Councilmember Stenquist seconded the motion.

[8:24:25 PM](#)

6.20 Councilmember Vawdrey noted the only question they have really talked about is the lot sizes.

[8:24:39 PM](#)

6.21 Councilmember Colbert noted he is ready to talk about the chicken ordinance, but that is a separate thing.

[8:24:50 PM](#)

6.22 Councilmember Stenquist stated from what he can tell, he is fine with the R4 and R5. However, some of this discussion has caused them to think about the change from RM1 and RM2. The Council recently approved a rezone with a development. He said this would not have necessarily worked for them because they wanted a 7,000 square foot lot. They would have still had to ask for an RM1. He would be a little hesitant if someone was to come in with a request for a 6,000 square foot lot and the City Council changed it to the RM1 zone. They could then change their mind and do multi-family. He would still want a development agreement so that did not happen.

[8:26:56 PM](#)

6.23 Councilmember Colbert noted the reason he is in support of this application is that they are still limited with the number of units. The developer still has the flexibility in laying things out and making a mixture without requiring a development agreement.

[8:24:24 PM](#)

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

[8:27:37 PM](#)

6.25 Councilmember Colbert moved to approve Ordinance #1096, amending the zoning ordinance by adding two new zoning categories called R4 and R5. Councilmember Stenquist seconded the motion.

[8:27:52 PM](#)

6.26 Councilmember Colbert advised this gives the developers more flexibility while still allowing the City to maintain high-quality developments in the city.

[8:28:24 PM](#)

6.27 Mayor Walker noted the developments that have done the smaller lot sizes are selling for a lot of money. This gives more people the opportunity to live here, and he thinks they will continue to see high-quality projects moving forward.

[8:28:57 PM](#)

6.28 Councilmember Stenquist noted before they had the RM1 and RM2 with the 10,000 or 8,000 square foot single-family option. With these zones, it actually makes it more restrictive and gives the City more control.

[8:29:32 PM](#)

6.29 Mr. Dobbins clarified that the development standards that Mr. Morey showed the City Council are for the RM1 and RM2 zones. The City does not have those kinds of standards for single-family homes including the R4 and R5.

Councilmember Stenquist stated he understands that. At some point, they could talk about doing that.

[8:30:43 PM](#)

6.30 Mr. Fox noted single-family homes are a conditional use permit in the RM1 zone. He said he is not sure that is necessary. Councilmember Colbert stated that makes them have to abide by the architectural standards, and he is okay with that.

[8:32:01 PM](#)

6.31 Councilmember Vawdrey noted there is a cap, but she is concerned that more people will want to come in and request the maximum density.

Mr. Fox stated he did the math on a ten-acre project. At eight-units per acre, they could be eighty units. If they did the 6,000 square foot lots without taking into consideration the roads or other requirements, they could only do seventy-two units. He expressed they will have a hard time reaching the maximum density with those lot sizes.

[8:34:02 PM](#)

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

[8:34:13 PM](#)

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.**

7.1 Mr. Morey indicated this is a perfect example of the discussion they just had. The developer was moving along with the development process while staff was looking at the new zones. The developer chose to continue on with the current zone options. Mr. Morey then reviewed the proposed project. The development agreement includes the developer pay \$65,507 for park improvements in the Cranberry and Honeybee parks. This was determined using a specific formula the City has used in the past and was not just an arbitrary number. Mr. Morey indicated if the R4 and R5 zone were in affect already, the developer probably would have requested one of those zones. If the City Council moves

forward with this application this evening, the project is vested under this zone with this development agreement and those standards. The developer might feel like there is more advantage to him to pursue this development under the R4 or R5 zone. In order to do that, he would have to withdraw this request this evening and start a new process.

Councilmember Colbert indicated there is a risk that the City Council would not approve that zoning. Mr. Morey noted the developer is aware of that.

[8:39:50 PM](#)

7.2 Councilmember Colbert asked Mr. Morey to display the plat map. He noted there is an open space parcel. He asked whether that is a detention basin.

[8:40:42 PM](#)

7.3 Mayor Walker opened the public hearing.

[8:40:54 PM](#)

7.4 Julie Myers, 11733 High Berry Circle, noted there is a fence that has been thrown together in the park area. She would like some of the improvement money to be used to upgrade that fence. The neighbors would be willing to do the labor if they would get the paint. A maintenance free fence would be better, but she does not know the expense involved in that.

[8:42:46 PM](#)

7.6 Bryon Prince. Ivory Homes, noted there was a question about the open space on the site plan. That open space is not large enough to build a home on. They worked out an agreement with the property owner to the north, so that area will be deeded to that property owner. The economics do not work for an HOA, and the City does not want to incur the burden to maintain another park.

[8:43:39 PM](#)

7.7 Councilmember Colbert asked whether the plat is marked so no one can build a home at some future date. Mr. Prince stated it is small. The biggest challenge would be the shape of the lot. The setbacks would make it tough to build a home.

Mr. Dobbins noted if the Council is concerned about it, they can add that to the development agreement.

[8:45:16 PM](#)

7.8 Mr. Prince indicated the dimension of the parcel is very unique. Ivory actually platted it out with that included; however, it is not buildable. Ivory lowered the lot count in this development because they are concerned about the fit of the homes. They want to build a development that the people moving to Draper want. He is not opposed to adding language to the plat saying it will not be built on.

[8:46:01 PM](#)

7.9 Mr. Prince then noted the R5 zone makes more sense for this development than the zone he is asking for right now. He asked what the timing would be if the City Council approves this application and then Ivory made a new application for the new zone designation. Mr. Morey replied Ivory would be able to apply for the new zone right away.

Councilmember Colbert cautioned that it does not guarantee that the City Council would approve it.

[8:47:29 PM](#)

7.10 Mayor Walker asked Councilmember Colbert why he cares if the language is added to the plat if the property is going to be deeded to the property owner to the north. Councilmember Colbert stated because it is marked as open space, and the neighbors would not want a home built there.

Mr. Prince indicated the map will not show open space on it. It will not be incorporated into the subdivision.

Mayor Walker advised they are not saying it is going to be open space.

[8:48:22 PM](#)

7.11 Councilmember Stenquist stated the developer will still have to go through a subdivision plat approval process, so maybe some of those details will be ironed out. His concern is that someone is maintaining it. Mr. Prince indicated that was the primary reason it is being deeded to the other owner.

[8:49:31 PM](#)

7.12 Councilmember Colbert asked whether they have a signed development agreement. Mr. Dobbins clarified that the action tonight is to rezone the property with the development agreement.

[8:50:10 PM](#)

7.13 Ms. Myers asked whether the neighbors would have a chance to make comments if the developer were to come back and ask for the smaller lots. She said she is not trying to rain on Ivory's parade, but the neighbors would be concerned with smaller lots. They are okay with the 9,000 square foot lots because that is the size of the lots there already.

[8:51:52 PM](#)

7.14 Mayor Walker closed the public hearing.

[8:52:06 PM](#)

7.15 Councilmember Vawdrey moved to suspend the rules. Councilmember Stenquist seconded the motion.

[8:52:18 PM](#)

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

[8:52:27 PM](#)

7.17 Councilmember Vawdrey moved to approve Ordinance #1097, which rezones 3.92 acres from RA1 to R3. Councilmember Stenquist seconded the motion.

[8:52:44 PM](#)

7.18 Councilmember Vawdrey asked whether Councilmember Colbert wanted something added to the motion.

Councilmember Colbert indicated he worries that when people buy into a development they have expectations with their home size. He hesitates approving something later because it is not what the neighbors bought into. The empty lot should be clearly noted that no structure will ever be built on that lot. Mr. Morey stated that would be added to the plat.

Councilmember Vawdrey agreed to add that to her motion. Councilmember Stenquist also agreed.

[8:54:06 PM](#)

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

[8:54:14 PM](#)

7.19 Mr. Morey requested clarification that the development agreement will be amended to include that when the plat is recorded that area is designated as an unbuildable lot. Councilmember Colbert noted that is correct.

[8:54:53 PM](#)

8.0 Action Item: Ordinance #1099, For Approval of an Amended Development Agreement for the South Mountain PUD.

[8:55:12 PM](#)

8.1 Mr. Morey advised this project has been in existence for quite some time. He gave a brief history of this project. The developer wants to amend some of the requirements that were previously approved, which included:

- Driveway width changed to 30 feet
- Garage setback removed
- Exterior design standard changed to Craftsman architecture

[8:56:57 PM](#)

8.2 Councilmember Colbert asked what that means as far as the current standards for a garage.

Mr. Morey explained it is slightly different but is similar to those approved at South Mountain. The applicant was told that the City Council might have a problem with this.

[8:58:18 PM](#)

8.3 Mr. Fox indicated the City requires that each single-family home have a two-car attached garage. There are also two additional parking spaces in the driveway. The standard depth is eighteen feet, so with a twenty foot setback, they will still meet that.

[8:59:11 PM](#)

8.4 Ryan Bybee, applicant, stated they are really excited to get his project back up and running. It has been a long haul with foreclosures and banks, and this should be a great project.

[8:59:47 PM](#)

8.5 Councilmember Colbert asked whether staff has inspected the roads already. Mr. Morey noted they are in.

Councilmember Colbert explained they have been sitting for some time. He questioned whether they will need some maintenance. Mr. Dobbins noted the City called the bond on it, and the City went in and finished it.

[9:00:41 PM](#)

8.6 Councilmember Stenquist moved to approve Ordinance #1099, which amends the amended development agreement for the South Mountain PUD. Councilmember Colbert seconded the motion.

[9:00:56 PM](#)

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

[9:01:11 PM](#)

9.0 Action Item: Ordinance #1100, Amending Section 6 of the Draper City Code Pertaining to the License Hearing Board.

[9:01:26 PM](#)

9.1 Mr. Morey noted the current City Code requires a separate body to hear the business license appeals. The City recently revoked a business license due to non compliance, and the business owner requested to appeal that action. Staff discovered that the board was not active, and the terms have all expired. Staff was able to work with the business owner, and he is now in compliance. Staff would like to amend the City Code to make the City Council the appeals board. He reviewed the proposed changes to the ordinance.

[9:03:42 PM](#)

9.2 Councilmember Vawdrey moved to approve Ordinance #1100, which amends Section 6 of the Draper City Municipal Code pertaining to the License Hearing Board. Councilmember Colbert seconded the motion.

[9:03:58 PM](#)

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

[9:04:12 PM](#)

Mayor Walker indicated he has an item he would like to go to a closed session to discuss regarding personnel.

Council/Manager Reports

[9:04:32 PM](#)

Councilmember Colbert indicated the bill from the Mountainland Association of Governments (MAG) came for the dues for next year and will need to be included in the budget.

[9:05:07 PM](#)

Mr. Dobbins noted the bid for the 20-acre parcel closes on Thursday. That will give the City an idea of the interest in purchasing it.

Councilmember Colbert noted he is not interested in selling it cheap. If they do not get any decent offers, he would like to hold off on selling it.

Mr. Dobbins advised it would have to come back to the City Council for approval. He spoke with bond counsel, and the funds to purchase the property were tax exempt. The City is fine to sell it as long as the proceeds are used for improvements of the property, such as a water system. That is what the City planned to do with them.

[9:07:43 PM](#)

Mr. Fox indicated the construction on the parking lot for the police building will start soon. The City has all of the permits for the building, and they are hoping to start construction on that at the end of the month.

Mr. Fox then advised there was a rezone request a few years ago for the Riverview Chapel. PRI was looking at dividing off a piece of land for the church, but they pulled the request for the rezone. A road has been constructed in the area, but it has not been dedicated to the City. The property is currently zoned A5. The City will need to rezone the property down to a smaller zoning classification, so the Church can divide off the property and dedicate the road to the City. The Church is requesting the City do a City-initiated rezone for that property. One of the classifications the City has is an A2 zone, which allows for a two-acre zoning. This would still be agricultural. The question for the

Council is if they are willing to initiate a rezone in this area to the A2 zone and a commercial zoning designation for PRI. The City will be able to divide off the property, get the road, and get Lone Peak Parkway corridor preservation.

Mr. Dobbins explained the City is trying to find a solution so they can subdivide the road off. They cannot do that under the current zoning.

Councilmember Stenquist noted the City is still paying for the corridor preservation funds. Mr. Fox noted that is correct. When they first did this, they received funds from the Wasatch Front Regional Council. The City has been holding on to that money, but they cannot do anything with it until they divide the property.

The Council agreed to move ahead with this.

[9:15:58 PM](#)

Mayor Walker noted he is the chairman of the Council of Mayors (COM). Their big push has been to try to get a local option gas tax to bring money in to fix the roads in the City. COM was united in trying to get this, but during the Legislative session, it fell apart. Mayor Walker noted he does not see this passing anytime soon. Mayor Walker recommended Draper City have a study done to find other funding options. One City charges a road fee. Everyone drives on the roads, and there is a clear economic impact for having poor roads. There is no solution to fixing the roads, and he thinks the residents need to help solve the problem. The State is not going to come in to help to solve the Cities transportation problems. Draper needs to get ahead of this.

Councilmember Stenquist indicated in approximately 2008, the Previous Public Works Director, David Decker, recommended the City Council add funds to the City Budget each year for six years in order to have the funds to maintain the roads. The City did not really do this, but were able to maintain the roads okay. However, due to the building boom, there are a lot more roads the City has to maintain. He agreed that the City needs to do something.

The Council agreed to look at options.

Mayor Walker then noted the City needs to be careful with how events are held on the City trails. The City needs to be sure they have the agreements in place to cover the City.

[9:27:16 PM](#)

10.0 Adjournment to a Closed-Door Meeting to Discuss Litigation and the Character and Professional Competence or Physical or Mental Health of an Individual.

[9:27:22 PM](#)

10.1 A motion to adjourn to a closed door meeting was made by Councilmember Colbert and seconded by Councilmember Stenquist.

[9:27:30 PM](#)

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

DRAFT

[Return to Agenda](#)

CONSENT

ITEM #B

MINUTES OF THE DRAPER CITY COUNCIL MEETING HELD ON TUESDAY, MAY 6, 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; Bryan Roberts, Police Chief; and Garth Smith, Human Resource Director

Study Meeting

1.0 Dinner

2.0 Council/Manager Reports

[5:47:49 PM](#)

2.1 Councilmember Summerhays indicated Tod Wadsworth is putting a lot of money into the SunCrest Market building. He would like to know if the City is willing to sell it, and if so, what the price would be. He would like to have sixty to seventy percent of the building as a store. He is not sure he wants to put a lot of money into the building and not be able to own it.

Russ Fox, Assistant City Manager, said he has had a conversation with Mr. Wadsworths as well. When the Council talked about this before, they said they would need to get an appraisal. Mr. Fox had advised Mr. Wadsworth that he can come in with an offer and the City would look at it

The Council asked staff to order an appraisal. They said they would be willing to look at an offer.

[5:53:07 PM](#)

2.2 Councilmember Colbert stated he has some neighbors who are concerned with Autumn Fields Drive. People speed on SunCrest Drive and this road is located at the bottom of the curve. The neighbors are concerned that there will be an accident there. He suggested putting mirrors up or some kind of warning sign to alert people of the intersection.

Councilmember Colbert then noted there is a parking problem at the second LDS Church at Eagle Crest. People are parking on the street, and it causes a safety issue. The neighbors would like no parking allowed on Sundays, but selective enforcement is

difficult. If it is a safety issue, there should be no parking allowed at all. He asked staff to go up and look at it to determine if there should be no parking on the church side.

5:57:01 PM

- 2.3 Councilmember Rappleye noted he received a flyer in his mailbox directing the neighbors to call Draper City and ask that they take care of the weeds in the park and to clean the gutters.

Councilmember Rappleye then indicated he is working on a project to install a six-foot bench in remembrance of the two Roseman boys that have died. He has been working with Blaine Nelson to locate a good spot, and it appears that the park near Councilmember Rappleye's home is the best location for it. He advised he will raise the money for this and bring the information back to the Council for approval.

6:01:04 PM

- 2.4 Councilmember Vawdrey questioned the process for closing the road for home construction projects. Mr. Dobbins indicated they are required to notify the City and have a traffic management plan.

Councilmember Vawdrey stated this is happening a lot of 600 East, and it is getting tiresome.

6:02:21 PM

- 2.5 Councilmember Summerhays said he has spoken in the past about having a demolition derby in Draper. There is a company that organizes this for Cities. There are a few things that have to happen at the rodeo grounds, but the City could make a lot of money from having one.

The Council agreed to have staff look into making this happen.

6:05:07 PM

- 2.6 Mayor Walker noted he has had some residents call him to complain about the weeds. He asked staff to make sure the person in charge of controlling the weeds on City property is doing a good job.

6:05:39 PM

- 2.7 Councilmember Rappleye said he has received a few calls about 13200 South and the work being done there. He has been referring the calls to staff and wanted to make sure that is what he should do. Mr. Dobbins replied that it is.

6:05:57 PM

- 2.8 Glade Robbins, Public Works Director, noted the Utah Department of Transportation has reviewed the striping plan for 700 East and 11400 South.

Business Meeting

1.0 Call to Order

[6:10:11 PM](#)

1.1 Mayor Walker called the meeting to order and welcomed those in attendance. The Council needs to be finished with this meeting before 7:00 p.m. in order to attend a Town Hall Meeting at Summit Academy. In the interest of time, this meeting will not have the prayer/pledge or citizen comments.

[6:11:31 PM](#)

2.0 Consent Items

- a. **Agreement #14-01**, Assessment-in-Lieu with Alliance Construction Company for Smith's Farm Subdivision.
- b. **Agreement #14-74**, For Approval of a Donation Agreement with Healthy Draper for the Little Valley Open Space Project.

[6:12:00 PM](#)

2.1 **Councilmember Vawdrey moved to approve the Consent Items. Councilmember Summerhays seconded the motion.**

[6:12:16 PM](#)

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

[6:12:32 PM](#)

3.0 **Action Item: Agreement #14-75, For Approval of the SunCrest Regional Detention Basin Project Construction Agreement.**

[6:12:45 PM](#)

3.1 David Dobbins, City Manager, indicated the City has an agreement with Zion's Bank to construct a detention basin, and the City is operating under some strict financial guidelines to get that project done. Staff has designed the project, bid it out, and it is now time to award the project.

[6:13:19 PM](#)

3.2 Troy Wolverton, City Engineer, reviewed the history of the area and the current parameters of the project for the City Council. He explained the various aspects of the project they have looked at, which included the following:

- Schedule A
 - Storm Water Conveyance and Maintenance Road
 - Drainage improvements off SunCrest Drive
 - Embankment construction and access roadway for a thirty-six foot wide access road
 - \$1,090,422.47

- Schedule B
 - Regional Detention Basin
 - \$610,719
- Schedule C
 - Elimination of a Private/Temporary Detention Basin Within Stoneleigh Heights Subdivision
 - \$10,000
- Schedule D (This is not part of the memorandum of understanding (MOU))
 - Expanding the thirty-six foot access road to fifty-six feet
 - The additional excavation material could be used to widen the embankment. There is a three-foot structural section that would need to be imported. The onsite materials are not sufficient for that use.
 - \$162,248
- Schedule E (This is not part of the MOU)
 - Removal of material under the Stoneleigh Heights detention basin.
 - \$272,149

Mr. Wolverton indicated staff is recommending moving forward with options A, B, and C. What they are not able to fund is schedules D and E unless the funding can be provided by a non-City funding source. Zion's Bank has indicated there will be no additional funding provided for this project.

[6:22:47 PM](#)

3.3 Councilmember Summerhays asked whether not removing the material underneath the basin will hamper the soils in that area. Mr. Wolverton indicated it will not. The detention basin included a liner when it was constructed. Any water that goes into that area does not percolate into the soil.

[6:23:27 PM](#)

3.4 Mr. Dobbins indicated they would be happy to remove it; however, it would have to be done at the City's cost.

[6:23:35 PM](#)

3.5 Councilmember Colbert noted they have had problems in the past in SunCrest with fill material not being engineering grade, which has led to some significant issues. He asked how staff knows as they are doing the cut and fill that it is engineered appropriately. Mr. Wolverton indicated they are aware of those problems. There will be a large amount of material that will be wasted. They will remove the organic material and topsoil. They also have a lot of slopes that would need to be revegetated. Some of the topsoil being removed can be used in those areas of the project.

Councilmember Colbert indicated he wants to be sure they are being careful with the materials used so they do not get themselves in trouble. The material up there has a lot of clay in it. Mr. Wolverton advised the three-foot structural section is intended to

discourage or prevent the reflection of those clayed materials in the structural section. They will not be paving this road. It will be a gravel road.

6:25:17 PM

3.6 Councilmember Colbert then indicated right now they are proposing to do Schedules A, B, and C, which meets the requirements to access the detention basin. He asked whether someone could widen it and make it a public road in the future. Mr. Wolverton noted it could be made a public road. They would just have to key into the current road.

Mr. Dobbins noted the City has enough money to do what staff is currently proposing. It makes sense to do it, and if someone wanted to pay for it, the City could make it happen.

Mr. Wolverton clarified that it is the financial component that the City is not able to recommend for award. Should a private individual with funding for those elements desire to complete them, the City would be able to work with that individual and the contractor to issue a land disturbance permit in order to complete the work.

6:27:17 PM

3.7 Councilmember Stenquist asked whether there are sufficient fill materials to fill the needs of this project. Mr. Wolverton indicated they will have surplus. Because of the structural section, a contractor will need to bring in material from a source outside of this project. They will send the truck back down with the surplus material.

Councilmember Stenquist clarified that the reason they are bringing in that material is because it has to be engineered road-base type material. Mr. Wolverton stated that is correct. If any of the adjacent property owners wanted some of the fill, they could have it.

6:29:05 PM

3.8 Mr. Dobbins indicated they have done soil testing up there to determine what is useable and what is not.

6:29:21 PM

3.9 Councilmember Colbert asked whether they can use any of the concrete they have stored in SunCrest for road base. Mr. Wolverton stated that has not been determined in this design. There would be additional costs involved having to bring a crusher up there.

6:30:05 PM

3.10 Councilmember Summerhays questioned where they will take the soil and who will use it. Mr. Wolverton stated he does not have that information from the contractor. They looked for a legal source of disposal.

Councilmember Summerhays asked whether staff could find out if there is a place they can use it in the city. Mr. Wolverton noted he will talk with the contractor to see if that would work.

[6:31:12 PM](#)

3.11 David Mast, PO Box 1, noted to award this bid or consider it tonight is in breach of the agreement that he has with the City. He read a provision from his contract pertaining to the contract bid. Mr. Mast advised Mr. Dobbins was mistaken about the fill. The City is mistaken about what the fill is that was used to create the detention basin 3b. The contractor used road base, which is the most expensive fill that can be bought. That has already been set aside for the City to use. It is approximately \$500,000 worth of fill. Mr. Mast stated he is not the reason for the delay in awarding this bid, and he does not appreciate the comments from Mr. Markle saying as much. He received seven property reports less than thirty hours ago. He stated this is still a work in progress. He had some verbal agreements with the City that he is going to rescind. He has learned from one of the other bidders that the City did not want what could have cost about \$40,000 to remove that fill. He stated it is temporary and should be removed. Mr. Mast noted they scared the contractors into thinking there is radioactive waste built up there. That is why it costs 900 percent more than the estimates they received. He noted Draper City Ordinance 787 created the standard for the discharge rate, but the City did not like it, so they amended it to Ordinance 1000. The City has ignored the discharge rate that is stated in the summary that indicated the discharge rate that should be used. In other words, the proposed plan is deficient. The City has done all of the title work, but the North Utah County Water Conservancy District has title restriction that runs with the land. They have not even been consulted about this. Mr. Mast said he has a meeting with them next week, as well as with the Dam Affairs and other federal agencies, about this project. They are not happy to learn that the discharge rate has been increased by almost fifty percent. Mr. Mast said he has told the City he would work with them regarding the temporary detention basin; however, he is not agreeing to a 2 ½ to 1 slope. He would agree to a 2. He said he could tell the City where they could get the fill to build it at the 2 to 1 slope. It is about 300 yards away, and it is there for the City to use. He knows contractors that would do the work for \$30,000; however, when they get done talking to staff it will cost \$300,000. It will cost money to expand the road, but to key in a public road is bad engineering and he will not agree to it.

[6:37:02 PM](#)

3.12 Mr. Dobbins indicated the approval needs to be subject to all of the other requirements of the MOU being met first.

[6:37:12 PM](#)

3.13 Councilmember Colbert asked whether the City has consulted with the North Utah County in reference to the storm drain runoff design. Mr. Wolverton indicated the design for the detention basin is consistent with the Draper City Storm Water Master Plan. North Utah County Water Conservancy District did review the Draper City Storm Water Master Plan, and as a result, they would not have issues with this particular project.

Mr. Dobbins asked whether staff had them review this particular design. Mr. Wolverton indicated he is not aware of any deed restrictions associated with them. Not one of the

title reports Mr. Mast held indicated a deed restriction with the North Utah County Water Conservancy District.

[6:38:09 PM](#)

3.14 Councilmember Stenquist moved to approve Agreement #14-75, contingent upon all of the items in the Memorandum of Understanding being met specifically including Schedules A, B, and C for the SunCrest Regional Detention Basin Project. Councilmember Vawdrey seconded the motion.

[6:38:42 PM](#)

3.15 Councilmember Stenquist stated the City had a lot of problems with detention basin 7a and working with Zion's bank. This has always been contemplated that they would have a larger solution, and according to the MOU that was produced, this satisfies that. There was a certain amount of funding that was provided as part of the settlement, and the City is able to make use of that, and it sounds like they are able to include some additional work with Schedule C, which is an additional benefit on the Stoneleigh Heights detention basin. Finally, after so many years of discussing how to resolve 7a, this is a resolution they are able to come together on to resolve these issues.

[6:39:53 PM](#)

3.16 Councilmember Colbert stated he is concerned with this last bit of information about North Utah County Water Conservancy District not being notified about this. The storm waster does drain into their watershed. He asked whether the City can hold off making a decision about this tonight.

Mr. Dobbins stated he would like to do the project this year; however, it is up to the Council.

[6:41:04 PM](#)

3.17 Councilmember Stenquist indicated they have a certain discharge rate in the Storm Water Master Plan, and North Utah County Water Conservancy District is signed off on it. There is no requirement for them to look at the specific design on this.

[6:41:25 PM](#)

3.18 Councilmember Summerhays stated is it surprising that Mr. Mast is not happy with this. This would get the property up and going. This issue has been a pain for Mr. Mast as long as Councilmember Summerhays has been on the Council. Now they have a chance to move along with this, and Zion's Bank is going to pay for it, it is surprising that there are so many questions with this. Mr. Wolverton does a good job for the City, and Councilmember Summerhays relies on his actions.

[6:42:35 PM](#)

3.19 Councilmember Colbert asked whether there is a window for a third party to exercise the design and engineering. He noted at some point the City sees this being a public road, and it will likely be widened. He is not sure if a third party is interested in paying for the other

options or if the City just plans to proceed. Mr. Dobbins indicated they are open to someone adding things in as long as the City is not on the hook for the work.

Councilmember Colbert indicated once the City awards the bid, the contractor will proceed with the project. It will then be too late to add the options.

[6:43:49 PM](#)

3.20 Councilmember Vawdrey wondered whether Councilmember Colbert could amend the motion to satisfy his concerns.

[6:44:30 PM](#)

3.21 Councilmember Colbert made a substitute motion to continue action on this to no later than May 27th. Councilmember Summerhays seconded the motion.

[6:45:31 PM](#)

3.22 Councilmember Colbert noted he would like Mr. Mast to have an option to commit to Schedules C and D, and he would like Utah County informed that the City is moving forward with this.

[6:46:12 PM](#)

3.23 A roll call vote was taken with Councilmembers Colbert, Rapple, and Summerhays voting in favor. Councilmember Vawdrey and Councilmember Stenquist voted no. The motion carried with a majority vote of 3 to 2.

[6:47:00 PM](#)

4.0 Action Item: Resolution #14-36, Adopting the Fiscal Year 2014-15 Tentative Budget.

[6:47:14 PM](#)

4.1 Bob Wylie, Finance Director, noted the budget that is being presented is in compliance with the State of Utah Uniform Fiscal Procedure Act. It is a balanced budget. It includes the following:

- General Fund \$26,966,863
- Enterprise Funds
 - Water Fund
 - Storm Water Fund
 - Solid Waste Fund
- Risk Management

The State requires the Tentative Budget to be adopted. After tonight, the budget will be available for public review, and the City Council will hold a public hearing on the budget on June 3, 2014. This budget was discussed in detail last week, and the Certified Tax Rate has not been submitted yet.

[6:48:44 PM](#)

4.2 Councilmember Summerhays moved to approve Resolution #14-36, adopting the Fiscal Year 2014-15 Tentative Budget. Councilmember Rappleye seconded the motion.

[6:49:03 PM](#)

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

[6:49:19 PM](#)

5.0 Adjourn to a Redevelopment Agency Meeting

[6:49:23 PM](#)

5.1 A motion to adjourn to a Redevelopment Agency Meeting was made by Councilmember Summerhays and seconded by Councilmember Rappleye

[6:49:33 PM](#)

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

5.3 The meeting adjourned at 6:49 p.m.

[Return to Agenda](#)

CONSENT

ITEM #C

RESOLUTION NO. 14-39

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF DRAPER TO APPOINT GLADE J. ROBBINS AS INTERIM CITY ENGINEER FOR THE CITY OF DRAPER

WHEREAS, the Mayor desires to appoint Glade J. Robbins as Interim City Engineer of the City of Draper in accordance with the appointment procedures provided by law and City Ordinance; and

WHEREAS, Draper City Municipal Code 3-1-085 created the position of City Engineer who shall act as the Division Head of the Engineering Division; and

WHEREAS, Draper City Municipal Code 3-1-085 requires the advice and consent of the City Council in order for the Mayor to appoint a person to full-fill the duties of the City Engineer of a third class city as outlined in Section 10-3-917 and Sections 10-3-902 thru 10-3-908 of the Utah Code Annotated, as amended; and

WHEREAS, Glade J. Robbins has the credentials, experience and professionalism necessary to be the Interim City Engineer.

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

Section 1. Appointment. The Mayor is hereby authorized to appoint Glade J. Robbins as Interim City Engineer, in accordance with appointment procedures provided by law and City Code.

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 take effect June 7, 2014.

PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, ON THIS 27Th DAY OF MAY, 2014.

Mayor, Troy K. Walker

ATTEST:

Rachelle Conner, City Recorder

[Return to Agenda](#)

CONSENT

ITEM #D

REQUEST FOR COUNCIL ACTION

To:	Mayor Smith & City Council
From:	Robert Markle
Date:	May 27, 2014
Subject:	Assessment in Lieu Agreement – Sainsbury-Simmons I Minor Subdivision (Agreement No. 14-86)
Committee Presentation:	
Staff Presentation:	
RECOMMENDATION:	
Recommend authorizing the Mayor to sign the Assessment-In-Lieu Agreement for Sainsbury-Simmons I Minor Subdivision	
BACKGROUND AND FINDINGS:	
<p>Hollis S. Hunt has applied for a minor subdivision at 12965 South Fort Street. One requirement for the permit is that frontage improvements be installed. Currently, there are no adjacent frontage improvements on Fort Street to tie into, and surveyed information identifies the need to adjust the vertical alignment of Fort Street in this area which would require a major larger construction project.</p> <p>Mr. Hunt wishes to pay the City the cost of the required public improvements in lieu of constructing them at this time. The assessment in lieu option is best for the City because the money can be reserved until it is possible for the City to improve a larger section of the street all at once, resulting in a better final product.</p>	
PREVIOUS LEGISLATIVE ACTION:	
N/A	
FISCAL IMPACT: Finance Review: <u>RM</u>	
Draper City cost estimate for improvements are \$32,825.00. This will be the required payment from Mr. Hunt.	
SUPPORTING DOCUMENTS:	
<ul style="list-style-type: none">• Assessment-In-Lieu Agreement – Sainsbury-Simmons I Minor Subdivision	

WHEN RECORDED, MAIL TO:

Draper City Recorder
1020 East Pioneer Road
Draper, UT 84020

Affects Tax ID # 28-32-178-025

ASSESSMENT-IN-LIEU AGREEMENT

(Pursuant to Draper City Municipal Code 9-27-110(c))

THIS AGREEMENT is made by and between SAINSBURY-SIMMONS I
of 1025 E 13200 S., Draper Utah (hereinafter referred to as "Developer"), and
DRAPER CITY, a Utah municipal corporation (hereinafter referred to as the "City"), whose
address is 1020 East Pioneer Road, Draper, Utah 84020.

RECITALS:

WHEREAS, Developer has applied for a minor subdivision on Property located at 12965
So. Fort Street, Draper Utah, which Property is more particularly described in Exhibit "A,"
attached hereto and incorporated herein by this reference, hereinafter referred to as the
"Property"; and

WHEREAS, City ordinances require, prior to the issuance of a building permits, the
dedication of all necessary public right-of-way and installation therein of all public
improvements including without limitation, curb and gutter, parking strips and associated
landscaping, sidewalk, and paved street improvements; and

WHEREAS, in lieu of requiring full frontage or right-of-way improvements, Draper City
Municipal Code Section 9-27-110(c) grants the Developer the opportunity to place funds in an
escrow account equal to the estimated cost, as determined by the City Engineer's calculations,
and as approved by the City Council, of the Developer's obligation for frontage improvements;
and

WHEREAS, Developer has applied for the opportunity to utilize Section 9-27-110(c),
and this application qualifies for payment of an assessment-in-lieu because the fronting roadway
and improvements are not reasonably accomplished at this time without other regional roadway
and drainage infrastructure, for which the City has neither plans nor funding to build at present;
and

WHEREAS, the City is willing to grant Developer the ability to satisfy the obligation to
provide all frontage improvements upon payment of an in-lieu assessment subject to the terms
and conditions set forth in this Agreement;

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

Assessment-in-Lieu Agreement – Sainsbury-Simmons I Minor Subdivision

1. **Recitals.** The recitals are hereby incorporated as if fully set forth here within.
2. **Payment of Assessment-in-Lieu.** Developer hereby agrees to pay and herewith deposits into the City's escrow account the estimated cost, as determined by the City Engineer's calculations (attached hereto as Exhibit "B"), and as approved by the City Council, of the Developer's obligation for frontage improvements. The frontage improvements include clearing and grubbing; removing existing trees; excavating, removing and legally disposing existing right-of-way materials including curb, gutter, sidewalk and asphalt; constructing any retaining walls; making utility relocations such as water meters, power poles, secondary irrigation services and obtaining their associated easements; constructing new storm drain improvements, curb and gutter, sidewalk, parkstrip, drive approaches and driveway transitions; installing landscaping, sprinklers, parkstrip trees; and making appropriate and necessary asphalt structural pavement section transitions (the "Improvements") along the Property's public street frontage.
3. **Right of Way Use for Construction.** During such time as the Improvements are being installed, City may work within the right-of-way to accomplish such installation. City shall provide a smooth transition from the sidewalk into the fronting properties to bring existing landscaping and improvements to a finished state. Developer agrees there shall be no future compensation for removal or disruption of improvements within the right-of-way such as shrubs, trees and landscaping at such future time that the City constructs the Improvements. Fences shall not be allowed in the right-of-way. The removal of existing materials and installation of Improvements described herein shall be deemed to include removal of all conflicting landscaping, mailboxes, and relocation of all utilities.
4. **Release of Obligation to Install Improvements.** Upon Developer's deposit of the assessment-in-lieu into the City's escrow account, City hereby grants Developer a release of the obligation to install the Improvements along the Property's public street frontage.
5. **Maintenance Obligations.** After completion of said Improvements, Developer shall remove sidewalk snow, weeds and noxious vegetation from the property line to the curb line of the street in accordance with the Draper City Municipal Code. City shall repair, remove, replace, maintain, preserve and protect all concrete curb, gutter and sidewalk improvements within and along said public street.
6. **Covenants.** The foregoing covenants in each and every particular are and shall be construed as real covenants and shall run with the property described herein, and the same are hereby made binding upon the heirs, representatives, devisees, assigns and successors in interest of the parties hereto.
7. **Default.** The parties herein each agree that should they default in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorneys' fees, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by the statutes or other laws of the State of

Assessment-in-Lieu Agreement – Sainsbury-Simmons I Minor Subdivision

Utah, whether such remedy is pursued by filing suit or otherwise, and whether such costs and expenses are incurred with or without suit or before or after judgment.

8. **Amendments.** Any amendment, modification, termination, or rescission (other than by operation of law) which affects this Agreement shall be made in writing, signed by the parties, and attached hereto.

9. **Successors.** This Agreement shall be binding upon and inure to the benefit of the legal representatives, subsequent owners, successors and assigns of the parties hereto.

10. **Notices.** Any notice required or desired to be given hereunder shall be deemed sufficient if sent by certified mail, postage prepaid, addressed to the respective parties at the addresses shown in the preamble.

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

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

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

14. **Captions.** The captions preceding the paragraphs of this Agreement are for convenience only, and shall not affect the interpretation of any provision herein.

15. **Integration.** This Agreement, together with its recitals and exhibits, contains the entire and integrated agreement of the parties regarding the deferral and installation of the Improvements as of the date hereof, and no prior or contemporaneous promises, representations, warranties, inducements, or understandings between the parties pertaining to the subject matter hereof which are not contained herein shall be of any force or effect.

16. **Other Security.** This Agreement does not alter the obligation of Developer to provide security in acceptable form under applicable ordinances or rules of the City or any other governmental entity having jurisdiction over Developer.

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

Assessment-in-Lieu Agreement – Sainsbury-Simmons I Minor Subdivision

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective, duly authorized representatives as of the 19th day of May, 20 14.

“DEVELOPER”

SAINSBURY-SIMMONS I, LLC

By: Hollis A. Hunt
MANAGER

“CITY”

DRAPER CITY

ATTEST:

City Recorder

By: _____
Mayor

Assessment-in-Lieu Agreement – Sainsbury-Simmons I Minor Subdivision

CITY ACKNOWLEDGMENT

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

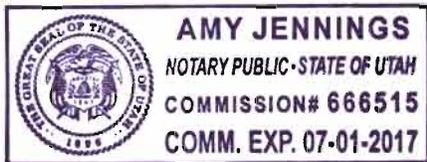
On the ____ day of _____, 20__, personally appeared before me Troy K. Walker, who being duly sworn, did say that he is the Mayor of Draper City, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Troy K. Walker acknowledged to me that the City executed the same.

Notary Public

DEVELOPER ACKNOWLEDGMENT

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

On the 19th day of May, 2014, personally appeared before me Hollis S. Hunt, manager of Sainsbury-Simmons Field who being duly sworn, did say that they are the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.



Notary Public

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

Legal Description for Tax ID 28-32-178-025
BEG S 15°42'08" W 2499.52 FT M OR L FR N 1/4 COR OF SEC 32,
T 3S, R 1E, SLM; S 4°44'27" W ALG E LINE OF FORT ST 230.51
FT M OR L; S 87°24'13" E 229.80 FT; N 4°02'56" E ALG
EXISTING FENCE LINE 228.29 FT; N 86°51'59" W 226.97 FT M OR
L TO BEG. 1.20 AC M OR L.

Exhibit B

4/15/2014



COST ESTIMATE FOR FRONTAGE IMPROVEMENTS
Sainsbury-Simmons I Minor Subdivision

Item #	Description	Quantity	Unit	Unit Cost	Item Total
	Roadway Excavation	75	CY	\$18.00	\$1,350.00
	Sawcut Asphalt	168	LF	\$1.25	\$210.00
	Concrete Sidewalk	765	SF	\$3.50	\$2,677.50
	Concrete Flared Drive Approach	300	SF	\$4.00	\$1,200.00
	15" RCP	20	LF	\$40.00	\$800.00
	Hooded SD Single Inlet Combination Box	1.0	Ea	\$4,000.00	\$4,000.00
	Concrete Curb & Gutter	232	LF	\$18.00	\$4,176.00
	8" Untreated Base Course	50	CY	\$40.00	\$2,000.00
	4" HMA Surface Course	50	Ton	\$90.00	\$4,500.00
	12" Granular Borrow	50	CY	\$30.00	\$1,500.00
	Park Strip Tree	10	Ea	\$325.00	\$3,250.00
	Park Strip Landscaping & Irrigation	1,440	SF	\$2.00	\$2,880.00
	Subtotal				\$28,543.50
	Contingency, Engineering, & Construction Surveying		15%		\$4,281.53
Total					\$32,825.03

[Return to Agenda](#)

CONSENT

ITEM #E

REQUEST FOR COUNCIL ACTION

To:	<u>Mayor Smith & City Council</u>
From:	<u>Todd Hammond</u>
Date:	<u>May 27, 2014</u>
Subject:	<u>Assessment in Lieu Agreement – Larsen Pastures Subdivision (Agreement No. 14-78)</u>
Committee Presentation:	
Staff Presentation:	
RECOMMENDATION:	
Recommend authorizing the Mayor to sign the Assessment-In-Lieu Agreement for Larsen Pastures Subdivision	
BACKGROUND AND FINDINGS:	
Brad Miles has applied for a subdivision at 13060 South Fort Street. One requirement for the subdivision is that he install frontage improvements, but currently there are no adjacent frontage improvements on Fort Street to tie into.	
Mr. Miles wishes to pay the City the cost of the required public improvements in lieu of constructing them at this time. The assessment in lieu option is best for the City because the money can be reserved until it is possible for the City to improve a larger section of the street all at once, resulting in a better final product.	
PREVIOUS LEGISLATIVE ACTION:	
N/A	
FISCAL IMPACT: Finance Review: <u>BW</u>	
Draper City cost estimate for improvements are \$29,000.00. This will be the required payment from Mr. Miles.	
SUPPORTING DOCUMENTS:	
<ul style="list-style-type: none">• Assessment-In-Lieu Agreement – Larsen Pastures	

WHEN RECORDED, MAIL TO:

Draper City Recorder
1020 East Pioneer Road
Draper, UT 84020

Affects Tax ID # 28-32-326-001

ASSESSMENT-IN-LIEU AGREEMENT

(Pursuant to Draper City Municipal Code 9-27-110(c))

THIS AGREEMENT is made by and between Bradley P. Miles
of 1126 N. Dale Fields Parkway, ^{Midda} Draper Utah (hereinafter referred to as "Developer"), and
DRAPER CITY, a Utah municipal corporation (hereinafter referred to as the "City"), whose
address is 1020 East Pioneer Road, Draper, Utah 84020.

RECITALS:

WHEREAS, Developer has applied for a building permit on Property located at 13060 So. Fort Street, Draper Utah, which Property is more particularly described in Exhibit "A," attached hereto and incorporated herein by this reference, hereinafter referred to as the "Property"; and

WHEREAS, City ordinances require, prior to the issuance of a building permit, the dedication of all necessary public right-of-way and installation therein of all public improvements including without limitation, curb and gutter, parking strips and associated landscaping, sidewalk, and paved street improvements; and

WHEREAS, in lieu of requiring full frontage or right-of-way improvements, Draper City Municipal Code Section 9-27-110(c) grants the Developer the opportunity to place funds in an escrow account equal to the estimated cost, as determined by the City Engineer's calculations, and as approved by the City Council, of the Developer's obligation for frontage improvements; and

WHEREAS, Developer has applied for the opportunity to utilize Section 9-27-110(c), and this application qualifies for payment of an assessment-in-lieu because the fronting roadway and improvements are not reasonably accomplished at this time without other regional roadway and drainage infrastructure, for which the City has neither plans nor funding to build at present; and

WHEREAS, the City is willing to grant Developer the ability to satisfy the obligation to provide all frontage improvements upon payment of an in-lieu assessment subject to the terms and conditions set forth in this Agreement;

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

Assessment-in-Lieu Agreement – Larsen Pastures

1. **Recitals.** The recitals are hereby incorporated as if fully set forth here within.
2. **Payment of Assessment-in-Lieu.** Developer hereby agrees to pay and herewith deposits into the City's escrow account the estimated cost, as determined by the City Engineer's calculations (attached hereto as Exhibit "B"), and as approved by the City Council, of the Developer's obligation for frontage improvements. The frontage improvements include clearing and grubbing; removing existing trees; excavating, removing and legally disposing existing right-of-way materials including curb, gutter, sidewalk and asphalt; constructing any retaining walls; making utility relocations such as water meters, power poles, secondary irrigation services and obtaining their associated easements; constructing new storm drain improvements, curb and gutter, sidewalk, parkstrip, drive approaches and driveway transitions; installing landscaping, sprinklers, parkstrip trees; and making appropriate and necessary asphalt structural pavement section transitions (the "Improvements") along the Property's public street frontage.
3. **Right of Way Use for Construction.** During such time as the Improvements are being installed, City may work within the right-of-way to accomplish such installation. City shall provide a smooth transition from the sidewalk into the fronting properties to bring existing landscaping and improvements to a finished state. Developer agrees there shall be no future compensation for removal or disruption of improvements within the right-of-way such as shrubs, trees and landscaping at such future time that the City constructs the Improvements. Fences shall not be allowed in the right-of-way. The removal of existing materials and installation of Improvements described herein shall be deemed to include removal of all conflicting landscaping, mailboxes, and relocation of all utilities.
4. **Release of Obligation to Install Improvements.** Upon Developer's deposit of the assessment-in-lieu into the City's escrow account, City hereby grants Developer a release of the obligation to install the Improvements along the Property's public street frontage.
5. **Maintenance Obligations.** After completion of said Improvements, Developer shall remove sidewalk snow, weeds and noxious vegetation from the property line to the curb line of the street in accordance with the Draper City Municipal Code. City shall repair, remove, replace, maintain, preserve and protect all concrete curb, gutter and sidewalk improvements within and along said public street.
6. **Covenants.** The foregoing covenants in each and every particular are and shall be construed as real covenants and shall run with the property described herein, and the same are hereby made binding upon the heirs, representatives, devisees, assigns and successors in interest of the parties hereto.
7. **Default.** The parties herein each agree that should they default in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorneys' fees, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by the statutes or other laws of the State of

Assessment-in-Lieu Agreement – Larsen Pastures

Utah, whether such remedy is pursued by filing suit or otherwise, and whether such costs and expenses are incurred with or without suit or before or after judgment.

8. **Amendments.** Any amendment, modification, termination, or rescission (other than by operation of law) which affects this Agreement shall be made in writing, signed by the parties, and attached hereto.

9. **Successors.** This Agreement shall be binding upon and inure to the benefit of the legal representatives, subsequent owners, successors and assigns of the parties hereto.

10. **Notices.** Any notice required or desired to be given hereunder shall be deemed sufficient if sent by certified mail, postage prepaid, addressed to the respective parties at the addresses shown in the preamble.

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

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

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

14. **Captions.** The captions preceding the paragraphs of this Agreement are for convenience only, and shall not affect the interpretation of any provision herein.

15. **Integration.** This Agreement, together with its recitals and exhibits, contains the entire and integrated agreement of the parties regarding the deferral and installation of the Improvements as of the date hereof, and no prior or contemporaneous promises, representations, warranties, inducements, or understandings between the parties pertaining to the subject matter hereof which are not contained herein shall be of any force or effect.

16. **Other Security.** This Agreement does not alter the obligation of Developer to provide security in acceptable form under applicable ordinances or rules of the City or any other governmental entity having jurisdiction over Developer.

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

Assessment-in-Lieu Agreement – Larsen Pastures

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective, duly authorized representatives as of the 21 day of May, 2014.

“DEVELOPER”

BRADLEY P. MILES


“CITY”

DRAPER CITY

ATTEST:

City Recorder

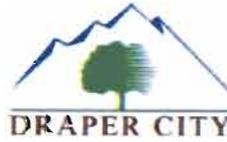
By: _____
Mayor

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

Tax ID 28-32-326-001
COM 41 RDS W & S 5 [^] W 200 FT FR CEN SEC 32 T 3S R 1E SL MER
S 5 [^] W 206.5 FT N 85 [^] W 89 FT N 5 [^] E 26 FT N 85 [^] W 332 FT N
5 [^] E 83 FT N 84 [^] E 414.75 FT TO BEG 1.33 AC

Exhibit B



**COST ESTIMATE FOR FRONTAGE IMPROVEMENTS
Larsen Pastures Subdivision**

Item #	Description	Quantity	Unit	Unit Cost	Item Total
	Roadway Excavation	288	CY	\$17.00	\$4,896.00
	Remove & Replace Mail Box	2	Ea	\$100.00	\$200.00
	Sawcut Asphalt	207	LF	\$1.25	\$258.75
	Concrete Sidewalk	1,035	SF	\$3.50	\$3,622.50
	Concrete Flared Drive Approach	448	SF	\$4.00	\$1,792.00
	Asphalt Driveway Transition	374	SF	\$3.20	\$1,196.80
	Hooded SD Inlet Box	1	Ea	\$2,200.00	\$2,200.00
	Concrete Curb & Gutter	207	LF	\$18.00	\$3,726.00
	8" Untreated Base Course	21	CY	\$40.00	\$840.00
	4" HMA Surface Course	21	Ton	\$90.00	\$1,890.00
	12" Granular Borrow	31	CY	\$30.00	\$930.00
	Park Strip Tree	5	Ea	\$325.00	\$1,625.00
	Park Strip Landscaping & Irrigation	1,001	SF	\$2.00	\$2,002.00
	Subtotal				\$25,179.05
	Contingency, Engineering, & Construction Surveying			15%	\$3,800.00
	Total (Rounded)				\$29,000.00

Return to Agenda

CONSENT
ITEM #F

REQUEST FOR COUNCIL ACTION

To:	Mayor & City Council
From:	Robert Markle, Engineering
Date:	May 27, 2014
Subject:	Resolution No. 14-38: A Resolution of the Draper City Council Determining Credits Due for System Improvements at the Sainsbury-Simmons I Minor Subdivision
Committee Presentation:	N/A
Staff Presentation:	N/A
RECOMMENDATION: City Council approve Resolution No. 14-38 determining credits due for system improvements at the Sainsbury-Simmons I Minor Subdivision.	
BACKGROUND AND FINDINGS: The Sainsbury-Simmons I Minor Subdivision is located on Fort Street which is on the City's master transportation plan to be widened to a 66 foot minor collector. Accordingly, the City has required the applicant to pay an assessment in lieu of constructing the roadway improvements for a 33 foot roadway half width. Because Fort Street is on the Impact Fee Facilities Plan, the over-sized portion of the improvement costs are eligible for reimbursement or fee credit. This resolution determines the amount to be reimbursed to the applicant, which is a total of \$3,125.43 for the asphalt pavement transition.	
PREVIOUS LEGISLATIVE ACTION: Agreement #14-86, Assessment in Lieu Agreement, was put on today's agenda as a consent item.	
FISCAL IMPACT: Finance Review: <u>fm</u> \$3,125.43 from Assessment-in-Lieu funds (Agreement 14-86)	
SUPPORTING DOCUMENTS: <ul style="list-style-type: none">• Site Exhibit• Resolution No. 14-38	

RESOLUTION NO. 14-38

A RESOLUTION OF THE DRAPER CITY COUNCIL DETERMINING CREDITS DUE FOR SYSTEM IMPROVEMENTS AT THE SAINSBURY-SIMMONS I MINOR SUBDIVISION, 12965 SOUTH FORT STREET

WHEREAS, Draper City Municipal Code Chapter 5-15 sets forth the terms of public improvement installation and financing and authorizes reimbursement for oversizing public facilities not included in the Capital Improvement Plan as well as authorizing credit and reimbursement for installation of system improvements included in the City's Capital Improvement Plan; and

WHEREAS, Section 5-15-040(c) requires developers seeking credits for system improvements to submit, prior to commencing construction, acceptable engineering drawings and specifications and construction cost estimates to the City Engineer in accordance with current City Standards, and the City Engineer shall recommend the maximum amount of credits and reimbursement for the proposed system improvements based on either these cost estimates or on alternative engineering criteria and constructions cost estimates if the estimates submitted by the developer are deemed by the City Engineer to be either unreliable, inaccurate, or excessive; and

WHEREAS, Section 5-15-040(c) further requires the City Council to determine, by resolution, the amount of credits due to a developer, taking into consideration the proportionate share of the benefit of the improvements to the developer's project and to fulfilling the Capital Facilities Plans; and

WHEREAS, Hollis S. Hunt, the developer and proprietor of Sainsbury-Simmons I Minor Subdivision has submitted acceptable engineering drawings and specifications and construction cost estimates in accordance with Section 5-15-040(c) for over-sizing his half of Fort Street from 30 feet to 33 feet in width, and the City Engineer has recommended the maximum amount of credits and reimbursements for the proposed system improvements.

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

Section 1. Determination of Credits Due. Based upon the recommendation of the City Engineer and in compliance with Section 5-15-040(c) of the Draper City Municipal Code, this City Council hereby determines to amount of credit due to Hollis S. Hunt (developer) for the Sainsbury-Simmons I Minor Subdivision to be as follows:

For over-sizing the west half of Fort Street from 30' wide (required for a local street) to 33' wide (required for a two lane residential collector). This street is on the Impact Fee Facilities Plan adopted within the Draper Impact Fee Analysis dated December 30, 2004 and is eligible for reimbursement or fee credit.

Right of Way Dedication: None

Asphalt Pavement Transition:

231 feet long x 3 feet wide = 693 sq. ft.
x \$4.51/sq. ft.

= \$3,125.43 Credit from Draper City

Total Reimbursement = \$0.00 (ROW)
+ \$3,125.43 (Asphalt Pavement Transition)
\$3,125.43

Section 2. Balance of Construction Costs. Pursuant to 5-15-040(c), the amount of the reimbursement for the system upsize as approved by the City Engineer shall be reimbursed from assessment-in-lieu funds collected.

Section 3. Letter or Certificate. Based upon this review and determination, the City Manager shall, prior to payment of the assessment-in-lieu amount for system improvements, provide the developer with a letter or certificate setting forth the maximum dollar amount of credit and reimbursement, the rationale for the credit and reimbursement, and the legal description or other adequate description of the system improvements for which credits and reimbursement will be approved. The developer shall sign and date a duplicate copy of such letter or certificate indicating developer's agreement to the terms set forth and return the signed document to the City Manager prior to any credit and reimbursement being paid or granted. The failure of the developer to sign, date and return such document within 30 days from receipt shall nullify the credit and reimbursement approval.

Section 4. Compliance with Chapter 5-15. All other provisions of Chapter 5-15 of the Draper City Municipal Code shall be strictly observed.

Section 5. Severability. If any section, part, or provision of this Resolution is held invalid, or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts, and provisions of this Resolution shall be severable.

Section 6. 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 _____, 2014.

ATTEST:

DRAPER CITY

Rachelle Conner, City Recorder

By: _____
Troy Walker, Mayor

[Return to Agenda](#)

CONSENT

ITEM #G

REQUEST FOR COUNCIL ACTION

To:	Mayor & City Council
From:	Todd Hammond, Engineering
Date:	May 27, 2014
Subject:	Resolution No. 14-37: A Resolution of the Draper City Council Determining Credits Due for System Improvements at the Larsen Pastures Subdivision, 13060 South Fort Street
Committee Presentation:	N/A
Staff Presentation:	N/A

RECOMMENDATION:

City Council approve Resolution No. 14-37 determining credits due for system improvements at the Larsen Pastures Subdivision.

BACKGROUND AND FINDINGS:

The Larsen Pastures Subdivision is located on Fort Street which is on the City's master transportation plan to be widened to a 66 foot minor collector. Accordingly, the City has required the applicant to pay an assessment in lieu of constructing the roadway improvements for a 33 foot roadway half width. Because Fort Street is on the Impact Fee Facilities Plan, the over-sized portion of the improvement costs are eligible for reimbursement or fee credit.

This resolution determines the amount to be reimbursed to the applicant, which is a total of \$2,449.00 for the asphalt pavement transition.

PREVIOUS LEGISLATIVE ACTION:

Agreement #14-78, Assessment in Lieu Agreement, was put on today's agenda as a consent item.

FISCAL IMPACT: Finance Review: *POW*

\$2,449.00 from Assessment-in-Lieu funds (Agreement 14-78)

SUPPORTING DOCUMENTS:

- Site Exhibit
- Resolution No. 14-37

RESOLUTION NO. 14-37

A RESOLUTION OF THE DRAPER CITY COUNCIL DETERMINING CREDITS DUE FOR SYSTEM IMPROVEMENTS AT THE LARSEN PASTURES DEVELOPMENT, 13060 SOUTH FORT STREET

WHEREAS, Draper City Municipal Code Chapter 5-15 sets forth the terms of public improvement installation and financing and authorizes reimbursement for oversizing public facilities not included in the Capital Improvement Plan as well as authorizing credit and reimbursement for installation of system improvements included in the City's Capital Improvement Plan; and

WHEREAS, Section 5-15-040(c) requires developers seeking credits for system improvements to submit, prior to commencing construction, acceptable engineering drawings and specifications and construction cost estimates to the City Engineer in accordance with current City Standards, and the City Engineer shall recommend the maximum amount of credits and reimbursement for the proposed system improvements based on either these cost estimates or on alternative engineering criteria and constructions cost estimates if the estimates submitted by the developer are deemed by the City Engineer to be either unreliable, inaccurate, or excessive; and

WHEREAS, Section 5-15-040(c) further requires the City Council to determine, by resolution, the amount of credits due to a developer, taking into consideration the proportionate share of the benefit of the improvements to the developer's project and to fulfilling the Capital Facilities Plans; and

WHEREAS, Brad Miles, the developer and proprietor of Larsen Pastures development, has submitted acceptable engineering drawings and specifications and construction cost estimates in accordance with Section 5-15-040(c) for over-sizing his half of Fort Street from 30 feet to 33 feet in width, and the City Engineer has recommended the maximum amount of credits and reimbursements for the proposed system improvements.

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

Section 1. Determination of Credits Due. Based upon the recommendation of the City Engineer and in compliance with Section 5-15-040(c) of the Draper City Municipal Code, this City Council hereby determines to amount of credit due to Brad Miles (developer) for the Larsen Pastures development to be as follows:

For over-sizing the west half of Fort Street from 30' wide (required for a local street) to 33' wide (required for a two lane residential collector). This street is on the Impact Fee Facilities Plan adopted within the Draper Impact Fee Analysis dated December 30, 2004 and is eligible for reimbursement or fee credit.

Right of Way Dedication: None

Asphalt Pavement Transition:

181 feet long x 3 feet wide = 543 sq. ft.

x \$4.51/sq. ft.

= \$2,449.00 Credit from Draper City

Total Reimbursement =	\$0.00	(ROW)
	+ \$2,449.00	(Asphalt Pavement Transition)
	\$2,449.00	

Section 2. Balance of Construction Costs. Pursuant to 5-15-040(c), the amount of the reimbursement for the system upsize as approved by the City Engineer shall be reimbursed from assessment-in-lieu funds collected.

Section 3. Letter or Certificate. Based upon this review and determination, the City Manager shall, prior to payment of the assessment-in-lieu amount for system improvements, provide the developer with a letter or certificate setting forth the maximum dollar amount of credit and reimbursement, the rationale for the credit and reimbursement, and the legal description or other adequate description of the system improvements for which credits and reimbursement will be approved. The developer shall sign and date a duplicate copy of such letter or certificate indicating developer's agreement to the terms set forth and return the signed document to the City Manager prior to any credit and reimbursement being paid or granted. The failure of the developer to sign, date and return such document within 30 days from receipt shall nullify the credit and reimbursement approval.

Section 4. Compliance with Chapter 5-15. All other provisions of Chapter 5-15 of the Draper City Municipal Code shall be strictly observed.

Section 5. Severability. If any section, part, or provision of this Resolution is held invalid, or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts, and provisions of this Resolution shall be severable.

Section 6. 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 _____, 2014.

ATTEST:

DRAPER CITY

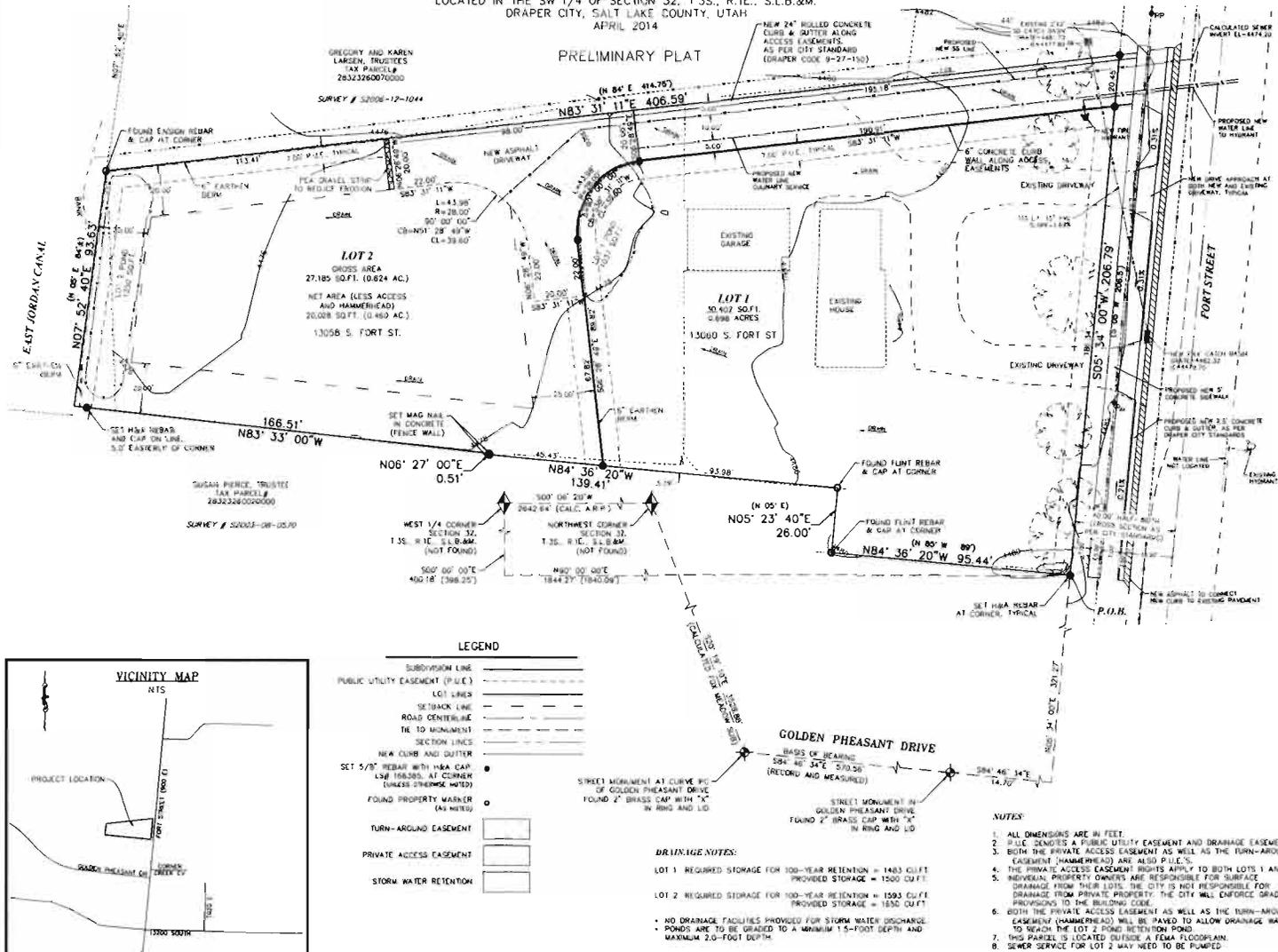
Rachelle Conner, City Recorder

By: _____
Troy Walker, Mayor

LARSEN PASTURES SUBDIVISION

LOCATED IN THE SW 1/4 OF SECTION 32, T.3S., R.1E., S.L.B.&M.
 DRAPER CITY, SALT LAKE COUNTY, UTAH
 APRIL 2014

PRELIMINARY PLAT



SURVEYOR'S CERTIFICATE

I, YOM R. HILL, A PROFESSIONAL LAND SURVEYOR HOLDING CERTIFICATE NO. 186285 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH, DO HEREBY CERTIFY THAT BY THE AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED HEREIN AND HAVE SUBMITTED SAID TRACT OF LAND WITH LOTS AND STREETS HEREON TO BE KNOWN AS LARSEN PASTURES SUBDIVISION AND THAT SAME HAS BEEN SURVEYED AND STAKED ON THE GROUND AS SHOWN.

DATE _____ YOM R. HILL _____

BOUNDARY DESCRIPTION

BEGINNING AT A POINT ON THE WEST LINE OF FORT STREET, WHICH POINT IS SOUTH 20°19'00" EAST 302.00 FEET TO A STREET MONUMENT IN GOLDEN PHEASANT DRIVE AND SOUTH 88°24' EAST 188.25 FEET ALONG THE CENTER LINE OF SAID GOLDEN PHEASANT DRIVE TO THE WEST LINE OF FORT STREET AND NORTH 20°14'00" EAST 221.27 FEET FROM THE NORTHWEST CORNER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, RECORDS EAST 1840.00 FEET AND SOUTH 396.25 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 32) AND RUNNING:
 THENCE NORTH 84°36'20" WEST 104.44 FEET;
 THENCE NORTH 82°23'40" EAST 28.26 FEET;
 THENCE NORTH 84°36'20" WEST 138.41 FEET TO A CHAINLINK FENCE;
 THENCE ALONG SAID FENCE THE FOLLOWING TWO CALLS:
 (1) NORTH 6°22'00" EAST 0.81 FEET;
 (2) NORTH 83°32'00" WEST 186.51 FEET TO THE EAST RIGHT-OF-WAY LINE OF EAST JORDAN CANAL;
 THENCE NORTH 07°52'40" EAST 163.53 FEET ALONG SAID RIGHT-OF-WAY TO A RAIL ROAD TRAIL MARKING AN OLD FENCE LINE;
 THENCE NORTH 83°31'11" EAST 408.58 FEET TO THE WEST LINE OF FORT STREET;
 THENCE SOUTH 00°54'00" WEST 206.79 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING CONTAINS 1.23 ACRES.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED TRACT OF LAND, HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS AND STREETS AS SHOWN ON THIS PLAT AND NAME SAID PLAT:

LARSEN PASTURES SUBDIVISION

AND DO HEREBY DEDICATE, GRANT AND CONVEY TO DRAPER CITY, UTAH: (1) ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS STREETS, THE SAME TO BE USED AS PUBLIC THOROUGHFARES FOREVER; (2) THOSE CERTAIN PUBLIC UTILITY AND DRAINAGE EASEMENTS AS SHOWN HEREON, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE, AND OPERATION OF PUBLIC UTILITY SERVICES, LINES, AND DRAINAGE; AND (3) THOSE PARCELS DESIGNATED AS PUBLIC OPEN SPACE, PARKS, TRAIL, OR EASEMENTS, OR OF SIMILAR DESIGNATION.

IN WITNESS WHEREOF, WE HAVE HEREBY SET OUR HANDS THIS _____ DAY OF _____, 20____.

RONALD S. LARSEN _____ JUDY G. LARSEN _____

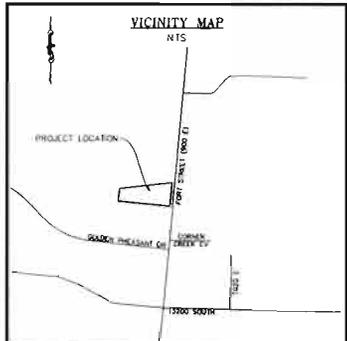
ACKNOWLEDGMENT

ON THIS _____ DAY OF _____, 20____, I, _____, THEIR APPEARERS BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, THE SIGNERS OF THE ABOVE WRITTEN INSTRUMENT, HAS BEEN FULLY AND VOLUNTARILY ACKNOWLEDGED TO ME THEY SIGNED IT FREELY AND VOLUNTARILY AND FOR THE PURPOSES THEREIN MENTIONED.

MUTUAL PUBLIC COMMISSIONER IN UTAH _____ COMMISSION NUMBER _____
 RESIDENCE _____ COMMISSION EXPIRES _____

LARSEN PASTURES SUBDIVISION

LOCATED IN THE SW 1/4 OF SECTION 32, T.3S., R.1E., S.L.B.&M.
 DRAPER CITY, SALT LAKE COUNTY, UTAH



LEGEND

- SUBDIVISION LINE
- PUBLIC UTILITY EASEMENT (P.U.E.)
- LOT LINES
- ST/BACK LINE
- ROAD CENTERLINE
- TIE TO MONUMENT
- SECTION LINES
- NEW CURB AND GUTTER
- SET 5/8" REBAR WITH 1/4" CAP (S/N 186285; AT CORNER UNLESS OTHERWISE NOTED)
- FOUND PROPERTY MARKER (AS NOTED)
- TURN-AROUND EASEMENT
- PRIVATE ACCESS EASEMENT
- STORM WATER RETENTION

DRAINAGE NOTES:

- LOT 1 REQUIRED STORAGE FOR 100-YEAR RETENTION = 1483 CU FT PROVIDED STORAGE = 1500 CU FT.
- LOT 2 REQUIRED STORAGE FOR 100-YEAR RETENTION = 1593 CU FT PROVIDED STORAGE = 1650 CU FT.
- NO DRAINAGE FACILITIES PROVIDED FOR STORM WATER DISCHARGE.
- PONDS ARE TO BE GRADED TO A MINIMUM 1.5-FOOT DEPTH AND MAXIMUM 2.0-FOOT DEPTH.

NOTES:

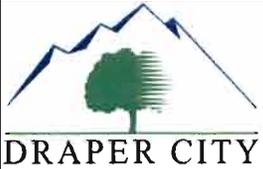
1. ALL DIMENSIONS ARE IN FEET.
2. P.U.E. DENOTES A PUBLIC UTILITY EASEMENT AND DRAINAGE EASEMENT.
3. BOTH THE PRIVATE ACCESS EASEMENT AS WELL AS THE TURN-AROUND EASEMENT (HAMMERHEAD) ARE ALSO P.U.E.'S.
4. THE PRIVATE ACCESS EASEMENT RIGHTS APPLY TO BOTH LOTS 1 AND 2.
5. INDIVIDUAL PROPERTY OWNERS ARE RESPONSIBLE FOR SURFACE DRAINAGE FROM THEIR LOTS. THE CITY IS NOT RESPONSIBLE FOR DRAINAGE FROM PRIVATE PROPERTY. THE CITY WILL ENFORCE GRADING PROVISIONS TO THE BUILDING CODE.
6. BOTH THE PRIVATE ACCESS EASEMENT AS WELL AS THE TURN-AROUND EASEMENT (HAMMERHEAD) WILL BE PAVED TO ALLOW DRAINAGE WATER TO REACH THE LOT 2 STORM RETENTION POND.
7. THIS PARCEL IS LOCATED OUTSIDE A FEMA FLOODPLAIN.
8. SEWER SERVICE FOR LOT 2 MAY NEED TO BE PUMPED.

H & A HILL & ARGYLE, Inc. Engineering and Surveying 181 NORTH 1100 WEST, SUITE 200, DRAPER, UTAH 84020 (801) 299-2338, FAX (801) 298-1983 13-288 PRELIM PLAT SUBM. 02/06/14 JRC	S.L.C. SEWER IMPROVEMENT DISTRICT APPROVED THIS _____ DAY OF _____, 20____ DIRECTOR _____	PLANNING COMMISSION APPROVED THIS _____ DAY OF _____, 20____ CHAIRMAN _____	DRAPER IRRIGATION Co. APPROVED THIS _____ DAY OF _____, 20____ SUPERINTENDENT _____	ENGINEER'S CERTIFICATE APPROVED AS TO COMPLIANCE WITH DRAPER CITY ORDINANCES ON THIS _____ DAY OF _____, 20____ DRAPER CITY ENGINEER _____	DRAPER CITY ATTORNEY APPROVED AS TO FORM ON THIS _____ DAY OF _____, 20____ DRAPER CITY ATTORNEY _____	DRAPER CITY MAYOR'S APPROVAL PRESENTED TO THE DRAPER CITY COUNCIL ON THIS _____ DAY OF _____, 20____ AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED. DRAPER CITY ENGINEER _____	RECORDED # _____ State of Utah, County of SALT LAKE Received and filed at the request of _____ Date _____ Time _____ Book _____ Page _____ "T&T" _____ County Recorder _____
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CONSENT
ITEM #H

REQUEST FOR COUNCIL ACTION

To:	Mayor & City Council
From:	Todd Hammond, Engineering
Date:	May 27, 2014
Subject:	Agreement #14-79 with Morgan Pavement Maintenance, Inc. for the 2014 Pavement Maintenance Project
Applicant Presentation:	
Staff Presentation:	Glade Robbins, Public Works Director
RECOMMENDATION: That City Council authorize the Mayor to sign Construction Agreement #14-79 to Morgan Pavement Maintenance, Inc. for the 2014 Pavement Maintenance Project	
BACKGROUND AND FINDINGS: We recommend awarding the contract to Morgan Pavement Maintenance, Inc. for the 2014 Pavement Maintenance Project in the amount of \$393,169.12. The project consists of spot repair, crack seal, and slurry seal on various streets within the City. Contract documents for the project were made available on May 12, 2014 until the bid opening date on May 22, 2014. Two bids were received ranging from \$393,169.12 to \$430,009.82. The lowest bid was from Morgan Pavement Maintenance, Inc.	
PREVIOUS LEGISLATIVE ACTION:	
FISCAL IMPACT: Finance Review: <u> <i>POW</i> </u>	
Contract Amount: \$393,169.12	
Funding Source: Class B&C Road Funds from the following accounts: 12-40-7201, 12-40-7202, 12-40-7203, 12-40-7204	
SUPPORTING DOCUMENTS: <ul style="list-style-type: none">• Bid Tabulation• Construction Agreement	



May 22, 2014

2014 PAVEMENT MAINTENANCE PROJECT BID TABULATION

BIDS OPENED: MAY 22, 2014 AT 11:00 AM

				Engineer's Estimate		Morgan Pavement Maintenance		Intermountain Slurry Seal, Inc.			
Bid Item	Description	Quantity	Unit	Unit Cost	Item Total	Unit Cost	Item Total	Unit Cost	Item Total	Unit Cost	Item Total
1	Storm Water Pollution Prevention	1	LS	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$500.00	\$500.00		\$0.00
2	Traffic Control System	1	LS	\$10,000.00	\$10,000.00	\$1,500.00	\$1,500.00	\$18,250.00	\$18,250.00		\$0.00
3	Structural Spot Repair	5,584	SF	\$7.00	\$39,088.00	\$10.50	\$58,632.00	\$10.00	\$55,840.00		\$0.00
4	Remove Curb & Gutter	71	LF	\$25.00	\$1,775.00	\$10.00	\$710.00	\$10.00	\$710.00		\$0.00
5	Construct Curb & Gutter	71	LF	\$60.00	\$4,260.00	\$30.00	\$2,130.00	\$25.00	\$1,775.00		
6	Crack Seal	1	LS	\$101,800.00	\$101,800.00	\$94,185.00	\$94,185.00	\$97,500.00	\$97,500.00		\$0.00
7	Type II Slurry Seal	1,956,934	SF	\$0.17	\$332,678.78	\$0.1164	\$227,787.12	\$0.12	\$242,659.82		\$0.00
8	Manhole to Finish Grade	3	Ea	\$600.00	\$1,800.00	\$210.00	\$630.00	\$450.00	\$1,350.00		\$0.00
9	Water Valve to Finish Grade	3	Ea	\$500.00	\$1,500.00	\$140.00	\$420.00	\$225.00	\$675.00		\$0.00
10	Monument to Finish Grade	5	Ea	\$550.00	\$2,750.00	\$375.00	\$1,875.00	\$450.00	\$2,250.00		\$0.00
11	Pavement Striping and Marking	1	LS	\$2,500.00	\$2,500.00	\$3,800.00	\$3,800.00	\$8,500.00	\$8,500.00		\$0.00
Grand Total					\$500,151.78		\$393,169.12		\$430,009.82		\$0.00

Project Manager

CONSTRUCTION AGREEMENT #14-79

2014 Pavement Maintenance Project

PART 1. GENERAL

Date: This Contract made this 27th day of May, 2014

1.1 **Contractor**

Name: Morgan Pavement Maintenance, Inc.
Address: P.O. Box 190; Clearfield, UT 84089
which is a corporation organized in the State of Utah.
Telephone: 801-416-8061
Contractor's Representative: Tres Smith
Utah License number: 269128-5501

1.2 **Owner** (herein called "Owner" or "City")

Draper City Corporation, a municipal corporation of the State of Utah. The Draper Engineering Division is located at 1020 East Pioneer Road; Draper, Utah 84020.

Telephone: (801) 576-6546
Fax: (801) 576-6388

1.3 **Project.** This project shall be known as the **2014 PAVEMENT MAINTENANCE PROJECT** which consists of, but it not limited to, slurry seal, crack seal, spot repairs, and related items, more specifically described in the Contract Documents, herein called the "Project."

1.4 **Engineer** means the City's representative and agent for this Construction Contract, or any other person designated to the Contractor in writing by the City Engineer.

1.5 **Construction Contract.** The construction contract shall consist of the following documents: the Invitation to Bid, Bidder Information, Additional Instructions to Bidders, Bid of the Contractor, Bid Bond, Conditional Notice of Award, this Construction Agreement, Notice to Proceed, Insurance Requirements, the City of Draper Engineering Standards and Specifications, Project Drawings, Change Orders or Supplemental Agreements, including the Bid Forms, Addenda to the Drawings and/or Specifications, and Measurement and Payment, collectively referred to as the Contract Documents, all of which are incorporated herein by reference. In the case of conflict in the Contract Documents, the documents shall govern in the order set out in General Conditions.



1.6 **DEFINITIONS.** The definitions of words set out in the General Conditions for Municipal Construction (sometimes herein called the "General Conditions") shall apply throughout this Agreement unless the context clearly indicates otherwise.

1.7 **INSURANCE.** The Contractor shall acquire and maintain during the term of the Contract insurance in the amount specified in **EXHIBIT A** attached hereto. Coverage shall be maintained for one year after the Project Acceptance for Maintenance Date.

1.8 **LIABILITY.** The Contractor shall save, keep and hold harmless the City, its officers, agents, employees and volunteers from all damages, costs or expenses in law or equity, including attorneys fees, that may at any time arise or be set up because of damages to property, bodily injury or personal injury received by reason of or in the course of performing Work which may be occasioned by any willful, negligent or wrongful acts or omissions of the Contractor, any of the Contractor's employees or any subcontractor. The City will not be held liable for any accident, loss or damage to the Work prior to its completion and acceptance.

1.9 **NO DAMAGE CLAUSE.** The Contractor herewith specifically waives claims against the City for damages for any hindrance or delay not caused by the fault of the City. Contractor will, in lieu thereof, be granted extensions of time for delays not the fault of the Contractor, his suppliers, subcontractors, or sub-subcontractors. The Contractor shall not make any claim for damages against the City for any hindrance or delay for claims made until after the City has been notified of the claim and has had 24 hours to respond.

1.10 **PERFORMANCE AND PAYMENT BONDS.** Contractor shall furnish to the City a payment and performance bond satisfactory to the City guaranteeing Contractor's payment and performance, in the amount, for each separately, of 100% of the contract Amount according to the terms of this Agreement. All materials, equipment, parts and labor and any necessary corrections to the Project shall be guaranteed for a period of one year following the date of Project Acceptance for Maintenance, which guarantee shall be covered by the terms of the performance bond.



PART 2. SCOPE OF WORK

2.1 Generally.

A. Contractor shall furnish all labor, materials, equipment, bonds, insurance, permits, fees, and all other charges, expenses or assessments of whatever kind or character to complete the Project, consisting of the work described in the Contract Documents.

B. Work shall conform in all ways to the most recent edition of the Draper City Standard Specifications and Details for Municipal Construction, along with all existing ordinances.

2.2 Subcontractors. No part of this contract shall be subcontracted by the Contractor without approval by the Engineer. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by Contractor. The Contractor shall not award work to any Subcontractor in excess of fifty percent (50%) of the contract price, without prior written approval of the City.

2.3 City's Right to Order Changes in the Work. Notwithstanding other provisions of this Agreement, the City may, upon written notice to the Contractor, order changes in the work, provided that doing so does not alter the scope of the contract work. If the Contractor believes that any such change cannot be performed within the time allowed for the Project, or for that phase of the Project, or that such a change does alter the scope of the contract work, or that Contractor cannot perform the change except at additional cost, then it shall promptly so notify the Engineer in writing.

2.4 City's Unilateral Suspension of Work. Notwithstanding other provisions of this Agreement, the City may, upon written notice to the Contractor, order suspension of the Work for any reason, upon written notice to the Contractor.

2.5 Differing Site Conditions. Information provided about the Project construction site is provided by the City or its agents as a convenience to the Contractor and its subcontractors. The Contractor should verify all such information independently unless the parties specifically agree in writing otherwise. In the event that the Contractor encounters site conditions which would have been reasonably foreseeable from a visit to the Project site, and from a review of the materials provided to the Contractor by the City prior to the Contractor's bid submission, then the Contractor shall be responsible for all additional Work, costs and expenses associated with those differing site conditions. If, on the other hand, the Contractor encounters site conditions which would not have been reasonably foreseeable from a visit to the Project site, and from a review of the materials provided to the Contractor by the City prior to the Contractor's bid submission, then the Contractor shall be paid for the reasonable costs and expenses of the Work resulting from the differing site conditions as provided in Section 6.02 of the General Conditions.



PART 3. MONEY AND TIME

3.1 CONTRACT PRICE

A. The Contract Price includes the cost of the Work specified in the Contract Documents, plus the cost of all bonds, insurance, permits, fees, and all charges, expenses or assessments of whatever kind or character.

B. The schedule of prices awarded as separate items from the bid schedule are as follows:

Bid Item	Description	Quantity	Unit	Unit Cost	Item Total
1	Storm Water Pollution Prevention	1	LS	\$1,500.00	\$1,500.00
2	Traffic Control System	1	LS	\$1,500.00	\$1,500.00
3	Structural Spot Repair	5,584	SF	\$10.50	\$58,632.00
4	Remove Curb & Gutter	71	LF	\$10.00	\$710.00
5	Construct Curb & Gutter	71	LF	\$30.00	\$2,130.00
6	Crack Seal	1	LS	\$94,185.00	\$94,185.00
7	Type II Slurry Seal	1,956,934	SF	\$0.1164	\$227,787.12
8	Manhole to Finish Grade	3	Ea	\$210.00	\$630.00
9	Water Valve to Finish Grade	3	Ea	\$140.00	\$420.00
10	Monument to Finish Grade	5	Ea	\$375.00	\$1,875.00
11	Pavement Striping and Marking	1	LS	\$3,800.00	\$3,800.00
Grand Total					\$393,169.12

GRAND TOTAL IN WRITING: Three Hundred and Ninety-Three Thousand, One Hundred and Sixty-Nine Dollars and Twelve Cents

3.2. **Contract Time, Changes in Contract Time.** The work on this Project shall commence within ten (10) days of receipt of the Notice to Proceed, which will be provided for each schedule. Schedules shall be completed within **one hundred and forty-four (144)** calendar days of the commencement of the work. The parties agree that this is a reasonable time for completion of the work. Work stoppage due to inclement weather conditions and other factors must be approved by the Engineer. The Contractor shall notify the Engineer of a claim of delay due to inclement weather within one (1) week of the days claimed as delayed. Notwithstanding other provisions of this Agreement, the City may, upon written notice to the Contractor, change the time of performance of the Agreement, provided that doing so does not alter the scope of the contract work. If the Contractor believes that any such change cannot be performed except at additional cost or without the extension of time of performance of the contract, or an extension of time for that phase of the contract, then it shall promptly so notify the Engineer in writing. Time is of the essence of this



agreement.

3.3 Punch List Time

A. Pursuant to Section 5.04 of the General Conditions, the Work will be complete and ready for final payment within thirty (30) days after the date Contractor receives Engineer's Final Inspection Punch List unless exemptions of specific items are granted by Engineer in writing or an exception has been specified in the Contract Documents.

B. Permitting the Contractor to continue and finish the Work or any part of the Work after the time fixed for its completion, or after the date to which the time for completion may have been extended, whether or not a new completion date is established, shall in no way operate as a waiver on the part of the Owner of any of Owner's rights under this Agreement.

3.4 LIQUIDATED DAMAGES.

A. **Late Completion: Time is of the essence of the Contract Documents.** Contractor agrees that Owner will suffer damage or financial loss if the Work is not completed on time or within any time extensions allowed in accordance with Section 5.06 of the General Conditions. Contractor and Owner agree that proof of the exact amount of any such damage or loss is difficult to determine. Accordingly, instead of requiring any such proof of damage or specific financial loss for late completion, Contractor agrees to pay the following sums to the Owner as liquidated damages and not as a penalty.

1. **Late Contract Time Completion: One Thousand Dollars (\$1,000)** for each day or part thereof that expires after the Contract Time until the Work is accepted as substantially complete as provided in Section 5.03 of the General Conditions, which the parties believe is a fair estimate of the loss the City will suffer due to the difficulty of actually assessing the damages the City will suffer in the event of such a delay, and which the parties agree is not a penalty.

2. **Late Punch List Time Completion: One Thousand Dollars (\$1,000)** for each day or part thereof if the Work remains incomplete after thirty (30) days following the time the punch list is delivered to the Contractor, provided that no such damages shall be collected until after the Contract Completion Date. The parties agree that this is not a penalty. The Punch List shall be considered delivered on the date it is transmitted by facsimile, hand delivery or received by the Contractor by certified mail.

B. **Work Sequence Completion:** Time is of the essence of sequenced work. If a work sequence is specified, then for each day or part thereof that exceeds the specified time and until Engineer determines such work sequence is Substantially Complete, the Contractor agrees to pay the following sums per day to the OWNER as liquidated damages and not as a penalty.

C. **Survey Monuments:** No land survey monument shall be disturbed or moved



until Engineer has been properly notified and the Engineer's surveyor has referenced the survey monument for resetting. The parties agree that upon such an unauthorized disturbance it is difficult to determine the damages from such a disturbance, and the parties agree that Contractor will pay as liquidated damages the sum of \$1,000 to cover such damage and expense. Only the Engineer's licensed surveyor shall reset the monument, and at the Contractor's sole cost.

D. Interruption of Public Services: No interruption of public utility services or damage to public service facilities, defined herein as an interruption to City potable water supply, street lighting, storm water or irrigation systems, herein called Public Service Facilities, shall be caused by Contractor, its agents or employees, without the Engineer's prior approval. Owner and Contractor agree that in the event Owner suffers damages from such interruption, the amount of liquidated damages stipulated above shall not be deemed to be a limitation upon Owner's right to recover the full amount of such damages. Contractor shall immediately notify the owner of the public utility if Contractor, or any subcontractor or other agent or employee of Contractor interrupts or damages Public Service Facilities. In addition, the Contractor shall immediately notify the Engineer of any such interruption, and in the case of an interruption to Public Service Facilities or services, the Contractor shall immediately notify the Public Works Department by the fastest means possible. The Public Works Departments telephone number is 576-6517; the City's emergency dispatch number is 831-4000. The City ENGINEERING or Public Utilities Departments may sometimes also be reached by dialing 911. Contractor shall pay within 30 days of receiving a written statement for any charges for repairs or damages arising out of the damage to or interruption of Public Service Utilities or services.

E. Deduct Damages from Monies Owed Contractor: Owner shall be entitled to deduct and retain liquidated damages out of any money which may be due or become due the Contractor. To the extent that the liquidated damages exceed any amounts that would otherwise be due the Contractor, the Contractor shall be liable for such amounts and shall return such excess to the Owner.

3.5 PAYMENT PROCEDURES

A. Progress Payments. Contractor shall submit applications for payment, but not more often than once every 30 days. Payment shall not become due or payable for any contract item not provided or installed by Contractor according to the Contract Documents, unless otherwise approved by the Engineer. At no time shall the aggregate amount of money paid to the Contractor in proportion to the Contract Amount be greater than the proportion of the work performed at that point to the total Project work.

1. **Withholding Payment.** Owner reserves the right to withhold payment from Contractor for non-compliance with any provision of the Contract Documents.



B. Final Payment.

1. **Submittal.** Final payment shall not be made until the Contractor has delivered and Engineer has accepted the following submittals:

- a. A written request for final payment, signed by the Contractor's Representative,
- b. An affidavit from the Contractor's Representative, and reasonable evidence that all payments due and owing to subcontractors, laborers, suppliers of equipment and Materials, and all other outstanding indebtedness of the Contractor related to the Project have been fully paid, discharged, or waived by the person owed the money;
- c. All Project Material inspection and testing reports,
- d. Evidence that the performance bond has been extended for the one year warranty period; and
- e. Waiver of Lien, Full and Final Release form.

2. **Evidence of Payment.** The Engineer may, at his sole option, accept evidence by the Contractor that arrangements have been made for such payments based thereon.

3. **Payment to Subcontractors, Suppliers.** If the City reasonably believes that Contractor has failed to pay Subcontractors, suppliers of Materials, or laborers for work on the Project within a reasonable time of when payment is due, then City may, at its discretion, either pay unpaid bills and withhold from the Contractor's payment, or make a claim against any bond for this Project in the amount of the Engineer's estimate of the amount of money he deems sufficient to pay any such lawful claim. The City shall notify the Contractor of any such payment.

4. **Price Adjustments:** City may, in its discretion, make partial payment to the Contractor for certain non-conforming work in advance of any negotiated settlement reached between the Contractor and the City, provided the Contractor requests in writing that this be done, and the Engineer approves it. Contractor agrees that any such payments made by the City are "payments in advance" and that any money which becomes due when the final settlement is negotiated will not constitute payments "withheld" or "retained" under State law.

5. **City Released From Claims:** The payment and acceptance of the final Contract Price due and the adjustment and payment for any Work done in accordance with any alterations of the same, shall release the City from any and all claims of Contractor on account of Work performed under the Contract Documents or any Change Order thereof, except for those claims specifically agreed to as reserved and unresolved by the City.



3.6 **Extra Work.** No money will be paid to the Contractor for any additions, deletions or revisions in the Work as stipulated in the General Conditions, unless a contract for such has been made in writing and executed by the City and Contractor.

3.7 **Bond Releases.** In addition to those remedies allowed the City under Subsection 3.5(B)(3) above, the City may withhold release of a reasonable amount of the payment bond sufficient to cover any outstanding indebtedness or monies owed or claimed by any person who supplied work or materials to the Project, or any uncorrected substandard work, until Contractor supplies a release of the City satisfactory to it signed by all persons who have supplied labor or materials to the Project. The Contractor shall supply to the Engineer within a reasonable time after his request a signed statement verifying all the suppliers, subcontractors and other persons who have supplied labor or materials to the Project.

3.8 **Change Orders.** Any change order which increases the total contract amount must be approved by a written certification by the ENGINEER.

PART 4. DEFAULT

4.1 **DEFAULT EVENTS.** Upon the occurrence of one or more of the following events:

A. **Breach.** If Contractor or any Subcontractor should substantially violate any of the provisions of this contract;

B. **Substantial Failure to Perform.** If Contractor substantially fails to perform any part of this Agreement;

C. **Repeated Failure or Inability to Perform.** If Contractor repeatedly fails or becomes unable to perform the services under this Agreement as required herein, or substantially fails to provide services under this Agreement for a period of 72 hours;

D. **Insolvency, Inability to Pay Debts, Bankruptcy.** If Contractor (i) shall become insolvent in a bankruptcy sense; (ii) shall be generally not paying its debts as they become due, or within a reasonable time thereafter; (iii) shall suffer, voluntarily or involuntarily, the entry of an order by any court or governmental authority authorizing the appointment of or appointing of a custodian (as that term is defined in 11 U.S.C. §101[10]), receiver, trustee, or other officer with similar powers with respect to it or any portion of its property which remains undismissed for a period of 90 days; (iv) shall suffer, voluntarily or involuntarily, with or without judicial or governmental authorization, any such custodian, receiver, trustee, or other officer with similar powers to take possession of any part of its property which third party remains in possession for an excess of 90 days; (v) shall suffer, voluntarily or involuntarily, the filing of a petition respecting an assignment for the benefit of creditors which is not dismissed for a period of 90 days; (vi) shall be dissolved; (vii) shall become the subject of any proceeding, suit, or action at law or in equity under or relating to any bankruptcy, reorganization or arrangement of debt, insolvency, readjustment of debt, receivership, liquidation,



or dissolution law or statute or amendments thereto to be commenced by or against it or against any of its property which remains un-dismissed for a period of 90 days; (viii) shall voluntarily suspend substantially all of its business operations; (ix) shall be merged with, acquired by, or otherwise absorbed by any individual, corporation, or other business entity or organization of any kind except for any individual corporation or other business entity or organization which is controlled by, controlling, or under common control with the Contractor; or (x) shall take action for the purpose of any of the foregoing,

Then the City may, after serving ten (10) days' written notice (or such time set out in the notice in the City's reasonable discretion) on the Contractor and its surety of the City's intention to terminate the services of Contractor, and if within such notice period after serving such notice, the violation is not corrected to City's reasonable satisfaction, may take over the work and prosecute it to completion by contract or by any other method it may deem advisable. The Contractor and the bonding company shall be liable to the City for any reasonable cost occasioned by the City in excess of the amount agreed for such work as provided in this Agreement.

4.2 **HEARING.** The Contractor shall be entitled to a hearing before the City's department head responsible for the Project, or his or her designee(s) upon the issue of termination if it submits a written request there for within seven (7) days of the service of the notice of the City's intent to terminate. The Contractor shall be entitled to be heard at such hearing on the issue of termination. The Contractor shall not bring an action against the City, its officers, agents or employees arising out of or relating to the termination of this Agreement before the decision is issued by the City's hearing officer(s).

4.3 **WAIVER.** Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of any provision of this Agreement shall not be construed to be a modification of the terms of this Agreement, unless stated to be such in writing, signed by the City's authorized representative.

4.4 **CONTINUE PERFORMANCE.** The Contractor shall continue the performance of this agreement to the extent not terminated under the provisions of this Part.

4.5 **REMEDIES NOT EXCLUSIVE.** The rights and remedies of the City provided in this part shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

PART 5. MISCELLANEOUS COVENANTS

5.1 ASSIGNMENT NOT BINDING WITHOUT WRITTEN CONSENT

A. City and Contractor agree no assignment of any right or interest in the Contract Documents will be made without the written consent of the City and the Contractor. No assignment will release or discharge the City or the Contractor from any duty or responsibility under the Contract Documents unless specifically authorized in writing.

B. Contractor shall make no assignment of money that is due without the City's written consent (except to the extent that the effect of this restriction may be limited by law or regulation).

5.2 BINDING TERMS. City and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

5.3 CONTROLLING LAW. This Agreement shall be construed in accordance with and enforced under the laws of the State of Utah.

5.4 ASSIGNMENT. The Contractor shall not assign nor transfer any interest in this agreement without the prior written consent of the City, provided however, that claims for compensation due or to become due the Contractor from the City under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment shall be promptly furnished to City.

5.5 UNENFORCEABLE CONTRACT, WAIVERS. In the event that any provision of this contract shall be ruled invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same provision by the other party.

5.6 ENTIRE AGREEMENT. This contract represents the entire integrated agreement between City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written modification signed by the parties.

5.7 WORKING HOURS. All work performed by the Contractor, its subcontractors, material-men, agents and employees shall be performed during work hours of 7:00 a.m. to 7:00 p.m. Monday through Saturday unless special prior arrangements for other hours have been requested and approved in writing by the Engineer. Contractor shall minimize noise disturbance to the surrounding neighborhood by maintaining efficient noise attenuation devices on all noise generating equipment as determined by the Engineer and Draper City Council.



5.8 **THIRD PARTY RIGHTS.** Nothing herein is intended to confer rights of any kind in any third party.

5.9 **PARTIES' REPRESENTATIVES.** For purposes of notice required or desired by the parties, or communication involving the services under this Agreement, such notice or communication shall be deemed to have been given when personally delivered, or sent by facsimile transmission, or mailed by certified mail, postage pre-paid, to the parties at the following addresses:

Contractor: Contractor's Representative designed at the top of this document, or such other person designated in writing by the Contractor's chief administrative officer, at the Contractor's address set out first above;

Draper City: Engineer, at the address set out first above for the City, or when given to such other person as either of the above representatives shall designate in writing. The designation of any address may be changed by notice given in the same manner as provided in this paragraph.

5.10 **SEVERABILITY.** Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid. If any provision of this Agreement is held invalid or unenforceable with respect to particular circumstances, such provision shall nevertheless remain in full force and effect in all other circumstances.

5.11 **INTERPRETATION.** The parties hereto acknowledge that the Agreement has been prepared after extensive negotiations and the opportunity for each party to review the Agreement with and obtain advice from their respective legal counsel. In construing the Agreement or any Addendum to it, the fact that one party or the other may have drafted its various provisions shall not affect the interpretation of such provisions.

5.12 **CITY'S GENERAL RIGHT TO TERMINATE.** The City may terminate this Agreement for any reason for its own convenience upon notice to the Contractor, provided that the City shall pay Contractor for Work performed by the Contractor, its subcontractors, and materials supplied according to the Contract Documents. The City shall not owe the Contractor, its subcontractors or sub-subcontractors, any of their officers, employees, or suppliers damages for early termination other than as provided in this paragraph.



5.13 **COMMUNICATIONS, MEETINGS.** Contractor's representative shall promptly and fully respond to communications from the City Representative about the Project work, and shall meet with the City Representative about the Project as often at such times as the City Representative shall request.

IN WITNESS WHEREOF, the parties have entered into this agreement on the day and year set out at the top of this Agreement.

DRAPER CITY

DRAPER CITY MAYOR

ATTEST: _____
DRAPER CITY RECORDER

CONTRACTOR

Type or print: _____

Title: _____

ATTEST: (if corporation)

Title: _____



EXHIBIT A INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS FOR PARTIES CONTRACTING WITH DRAPER CITY

PROJECT: 2014 Pavement Maintenance Project
DATE: May 27, 2014

Contracting party shall procure and maintain for the duration of the contract insurance against any claims which may arise from or in connection with the performance of the work hereunder by the contracting party, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contracting party's bid.

A. MINIMUM LIMITS OF INSURANCE

Contracting party shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence, \$2,000,000 aggregate, for bodily injury, personal injury and property damage. Broad Form Commercial General Liability is required.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. "Any Auto" coverage is required.
3. Workers' Compensation and Employer's Liability: (1) Workers' compensation limits as required by the Labor Code of the State of Utah and (2) Employer's Liability limits of \$ 500,000 per accident.

Contracting party shall provide City with copies of certificates for all policies with an endorsement that they are not subject to cancellation without thirty (30) calendar days prior to written notice to the City. The City, its officers and employees, shall be named as additionally insured on the Contracting party's general and automobile liability insurance.



Return to Agenda

ITEM #6

REQUEST FOR COUNCIL ACTION

To:	Mayor & City Council
From:	Troy Wolverton, City Engineer
Date:	May 27, 2014
Subject:	Ordinance No. 1107 – An Ordinance Vacating A Portion Of Upper Corner Canyon Road As It Crosses The Property Of DJ Investment Group, L.L.C. And Draper City, And Providing A New Alignment And Dedication Of That Portion Of Upper Corner Canyon Road
Applicant Presentation:	Draper City
Staff Presentation:	Glade Robbins, Public Works Director
RECOMMENDATION: City Council approve Ordinance No. 1107 and authorize the Mayor to sign.	
BACKGROUND AND FINDINGS: Draper City previously approved Ordinance No. 1090 which vacated a portion of Upper Corner Canyon Road and provided a new alignment and property dedication for the Upper Corner Canyon Road as shown in Ordinance No. 1107 Exhibit “A”. The Ordinance referenced the vacation of specific documents recorded in Salt Lake County and simply referenced those recorded in Utah County, but did not include specific references for those recorded in Utah County. To avoid any future confusion over the intent, Ordinance No. 1107 references documents known to be recorded in both Salt Lake and Utah Counties as being vacated and seeks to correct Ordinance No. 1090. Both Ordinance No. 1090 and Ordinance No. 1107 will be recorded in the Offices of the Salt Lake and Utah County Recorder. Owners Dedication signatures lines and acknowledgements have also been corrected to reflect proper ownership vesting.	
FISCAL IMPACT: Finance Review: <ul style="list-style-type: none">• N/A	
SUPPORTING DOCUMENTS: <ul style="list-style-type: none">• Ordinance No. 1107• Exhibit ‘A’ Upper Corner Canyon Road Amended Vacation, Realignment and Rededication Plat	

ORDINANCE NO. 1107

AN ORDINANCE VACATING A PORTION OF UPPER CORNER CANYON ROAD AS IT CROSSES THE PROPERTY OF DJ INVESTMENT GROUP, L.L.C. AND DRAPER CITY, AND APPROVING A NEW ALIGNMENT AND DEDICATION OF THAT PORTION OF UPPER CORNER CANYON ROAD.

WHEREAS, DJ Investment Group L.L.C. (DJI) dedicated an alignment of Upper Corner Canyon Road across its and the City's property by plat on August 8, 2002 as recorded in the office of the Salt Lake County Recorder at Book 2002p-210, Parcel 34-D – 34-10-300-008; and

WHEREAS, DJI dedicated an alignment of Upper Corner Canyon Road across its and the City's property by plat on July 17, 2003 as recorded in the office of the Utah County Recorder as Entry No. 108734:2003, Map No. 10069; and

WHEREAS, DJI always asserted that the alignment may need to be amended as further information and plans were developed; and

WHEREAS, City recorded a Notice of Conditions on Approval of Road Dedication Plat on August 16, 2002 at book 8633, pp. 7616 – 7617, Entry No. 8323898, followed and superseded by an Amended Notice of Conditions on Approval of Road Dedication Plat recorded on September 4, 2002 at Book 8643, pp. 2146-2147, Entry No. 8341079; and

WHEREAS, construction of the Upper Corner Canyon Road has not commenced since the time of its dedication and recordation in Salt Lake County on August 8, 2002 and Utah County on July 17, 2003; and

WHEREAS, as a result of negotiations regarding storm water drainage and other issues between DJI and Draper City, DJI and Draper City desire to vacate the existing alignment of Upper Corner Canyon Road and concurrently dedicate a new alignment of Upper Corner Canyon Road which has been engineered and establish therewith slope, public utility and drainage easements to facilitate the construction of the roadway; and

WHEREAS, DJI and Draper City are the abutting property owners of this segment of Upper Corner Canyon Road and they consent to the vacation, realignment and re-dedication of Upper Corner Canyon Road as it crosses their properties;

WHEREAS, Draper City approved Ordinance No. 1090 an Ordinance vacating a portion of Upper Corner Canyon Road as it crosses the property of DJ Investment Group, L.L.C. and Draper City, and approving a new alignment and dedication of that portion of Upper Corner Canyon Road and desires to correct Ordinance No. 1090 to include the vacation of documents referenced in both Salt Lake and Utah Counties;

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

SECTION I. Vacation of Public Right-of-Way. Draper City hereby vacates any and all public interest in that certain property dedicated to Draper City as the Upper Corner Canyon Road per the recorded plat of August 8, 2002 in Salt Lake County and the recorded plat of July 17, 2003 in Utah County and also as shown and described in Exhibit “A” attached hereto.

SECTION II. Approval of Realignment and Re-Dedication Plat. The new Upper Corner Canyon Road alignment is approved and accepted. The realignment and dedication thereof as public right-of-way by plat as shown and described in Exhibit “A” attached hereto is hereby approved and authorized.

SECTION III. General Repealer. The Upper Corner Canyon Road Amended Vacation, Realignment and Dedication Plat shall supersede all other Upper Corner Canyon Road Dedication Plats previously recorded in the offices of the Salt Lake County Recorder and the Utah County Recorder.

SECTION IV. Repealer of Amended Notice of Conditions on Approval of Road Dedication Plat. The Amended Notice of Conditions on Approval of Road Dedication Plat recorded on September 4, 2002 at Book 8643, pp. 2146-2147, Entry No. 8341079, is hereby repealed and shall be of no further effect. The reason for this is the right-of-way and road have now been engineered and the necessary cuts and fills and slope easements have been identified, making access to subdivision roads possible without the caveats which had been placed thereon by the Amended Notice.

SECTION V. Effective Date. This Ordinance shall become effective immediately upon passage.

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

ATTEST:

DRAPER CITY

Rachelle Conner, City Recorder

Troy K. Walker, Mayor

**EXHIBIT A – UPPER CORNER CANYON ROAD AMENDED
VACATION, REALIGNMENT AND RE-DEDICATION PLAT**

UPPER CORNER CANYON ROAD AMENDED

VACATION, REALIGNMENT AND RE-DEDICATION PLAT
 PART OF THE SOUTHWEST QUARTER OF SECTION 10 AND NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY
 DRAPER CITY, UTAH COUNTY
 APRIL 2014

SURVEYOR'S CERTIFICATE

I, BRADLY D. DALEY, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 259684 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY THE AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO STREETS, HEREAFTER TO BE KNOWN AS

UPPER CORNER CANYON ROAD AMENDED

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

DATE _____

BRADLY D. DALEY
 UTAH RLS NO. 259684

BOUNDARY DESCRIPTION

UPPER CORNER CANYON ROAD:
 BEGINNING AT A POINT ON THE EASTERLY LINE OF SUNCREST DRIVE, SAID POINT BEING SOUTH 158.414 FEET AND WEST 717.605 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 10, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, THENCE ALONG THE RIGHT OF WAY OF SAID SUNCREST DRIVE THE FOLLOWING TWO (2) COURSES, 16.462 FEET ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 736.00 FEET WHOSE CHORD BEARS N59°59'14"W 16.462 FEET; THENCE N60°37'41"W 39.600 FEET; THENCE N32°13'54"E 159.930 FEET; THENCE 402.945 FEET ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 972.000 FEET WHOSE CHORD BEARS N20°15'52"E 419.909 FEET; THENCE N32°02'57"E 168.070 FEET; THENCE 329.896 FEET ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 972.000 FEET WHOSE CHORD BEARS N22°19'34"E 328.315 FEET; THENCE N12°36'11"E 152.425 FEET; THENCE 184.924 FEET ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 972.000 FEET WHOSE CHORD BEARS N07°09'10"E 184.845 FEET; THENCE N01°42'09"E 216.249 FEET; THENCE 107.811 FEET ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 972.000 FEET WHOSE CHORD BEARS N01°28'30"W 107.755 FEET; THENCE N04°39'09"W 683.171 FEET; THENCE S89°44'22"E 56.207 FEET; THENCE S04°39'09"E 678.357 FEET; THENCE 114.022 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 1028.000 FEET WHOSE CHORD BEARS S01°28'30"E 113.964 FEET; THENCE S01°42'09"W 216.249 FEET; THENCE 195.578 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 1028.000 FEET WHOSE CHORD BEARS S07°09'10"W 195.283 FEET; THENCE S12°36'11"W 152.425 FEET; THENCE 348.903 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 1028.000 FEET WHOSE CHORD BEARS S22°19'34"W 347.230 FEET; THENCE S32°02'57"W 168.070 FEET; THENCE 399.848 FEET ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 972.000 FEET WHOSE CHORD BEARS S20°15'52"W 397.035 FEET; THENCE S08°28'47"W 64.926 FEET; THENCE 426.160 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 1028.000 FEET WHOSE CHORD BEARS S20°15'52"W 423.115 FEET; THENCE S32°13'54"W 157.316 FEET TO THE POINT OF BEGINNING. CONTAINING 3.737 ACRES MORE OR LESS.

FOR EASEMENTS AND VACATION DESCRIPTIONS SEE SHEET 3 OF 3.

OWNERS DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT I/WE, THE UNDERSIGNED OWNER(S) OF THE HEREOF DESCRIBED TRACT OF LAND, HEREBY SET APART AND DEDICATE THE SAME INTO STREETS AS SHOWN ON THIS

UPPER CORNER CANYON ROAD AMENDED

PLAT, AND DO HEREBY DEDICATE, GRANT AND CONVEY TO DRAPER CITY, UTAH: (1) ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS STREETS, THE SAME TO BE USED AS PUBLIC THOROUGHFARES FOREVER; (2) THOSE CERTAIN PUBLIC UTILITY AND DRAINAGE EASEMENTS AS SHOWN HEREON, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE, AND OPERATION OF PUBLIC UTILITY SERVICE LINES AND DRAINAGE; AND THOSE PARCELS DESIGNATED AS SLOPE EASEMENTS, OR OF SIMILAR DESIGNATION, IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS THIS _____ DAY OF _____, 20____.

DAVID K. MAST, OWNER/MANAGER
 DJ INVESTMENT GROUP, L.L.C.

DAN C. SIMONS

RICK ARDEN BODELL,
 TRUSTEE OF THE ARDEN J. BODELL
 REVOCABLE TRUST DATED DECEMBER 23, 2009

ARDEN J. BODELL,
 TRUSTEE OF THE ARDEN J. BODELL REVOCABLE
 TRUST DATED DECEMBER 23, 2009

TROY K. WALKER
 DRAPER CITY MAYOR

ATTEST:
 RACHELLE CONNER, CITY RECORDER

UPPER CORNER CANYON ROAD AMENDED VACATION, REALIGNMENT AND RE-DEDICATION PLAT

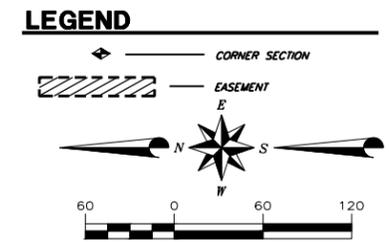
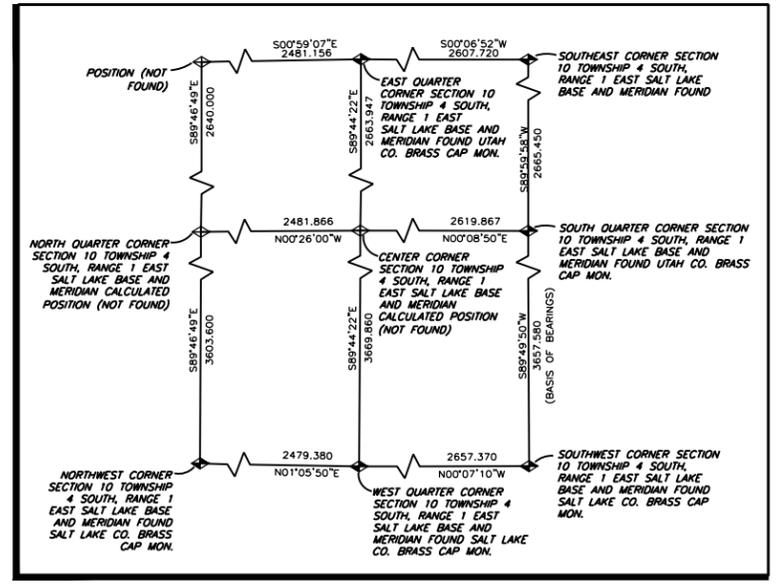
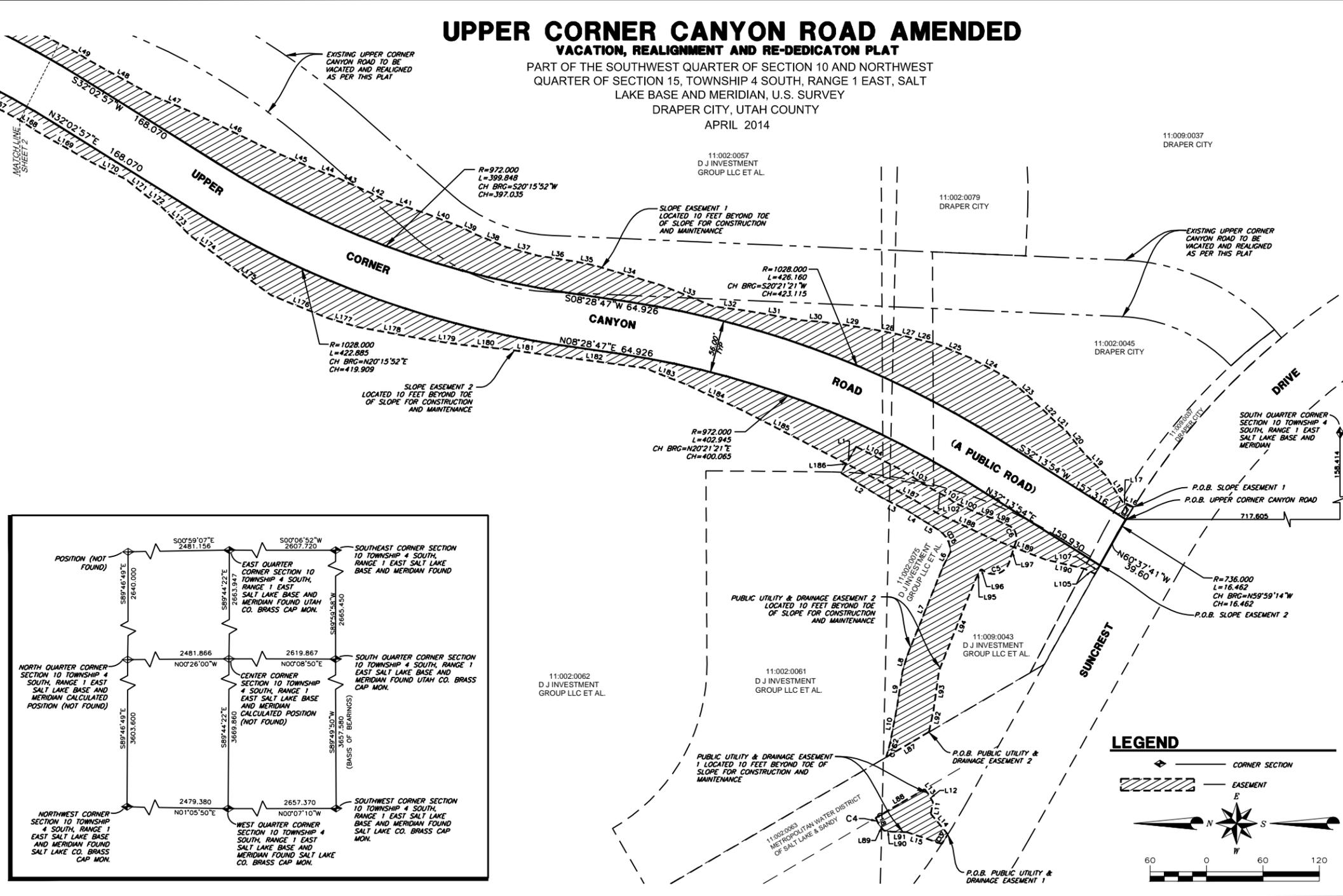
PART OF THE SOUTHWEST QUARTER OF SECTION 10
 AND THE NORTHWEST QUARTER OF SECTION 15,
 TOWNSHIP 4 SOUTH, RANGE 1 EAST
 SALT LAKE BASE AND MERIDIAN

**SHEET
 1 OF 3**

RECORDED # _____
 STATE OF UTAH, COUNTY OF UTAH, RECORDED AND
 FILED AT THE REQUEST OF _____
 DATE _____ TIME _____ BOOK _____ PAGE _____

EXHIBIT "A"

FEE _____ UTAH COUNTY RECORDER



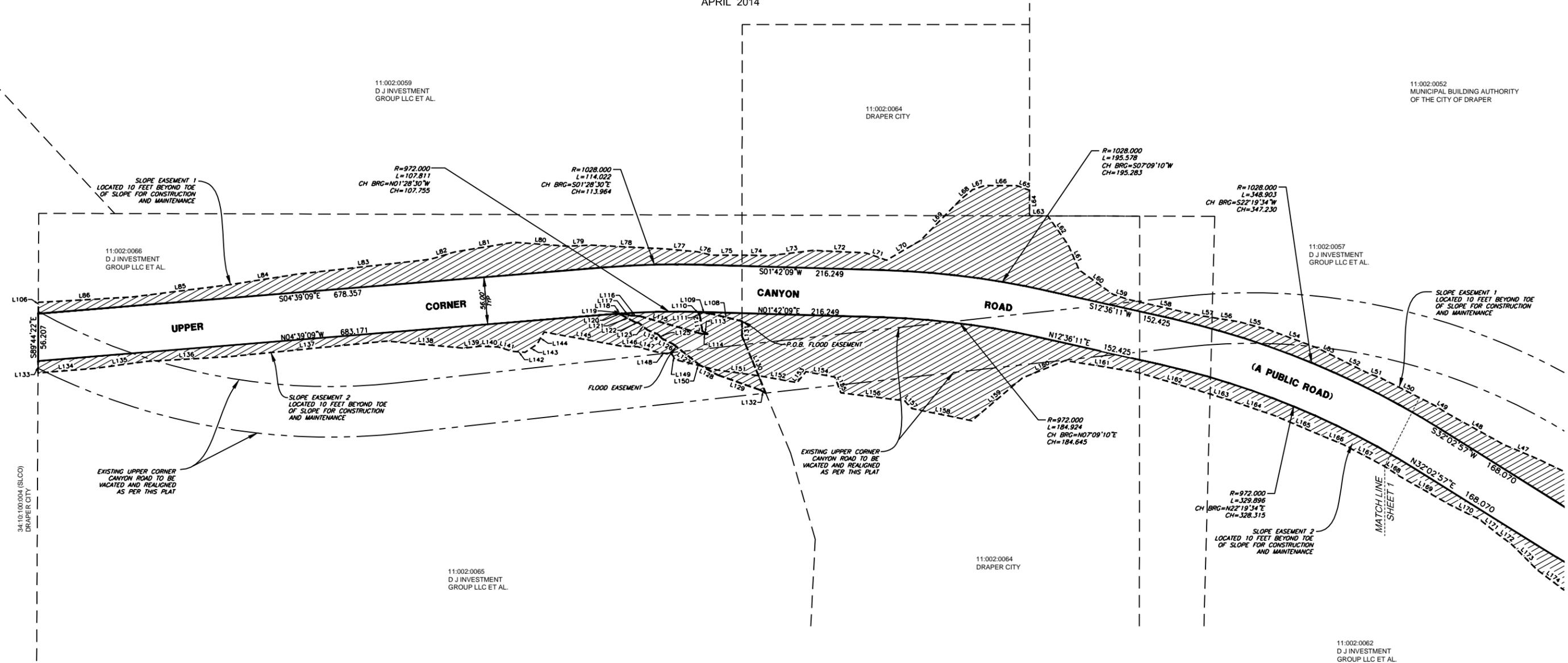
<p>ACKNOWLEDGEMENT</p> <p>STATE OF UTAH)S.S. COUNTY OF SALT LAKE)</p> <p>ON THIS _____ DAY OF _____, 2014 PERSONALLY APPEARED BEFORE ME, DAVID K. MAST, WHOSE IDENTITY IS SWORN ON THE BASIS OF SATISFACTORY EVIDENCE AND WHO BY ME DULY SPOWN/AFFIRMED, DID SAY THAT HE IS THE OWNER / MANAGER OF DJ INVESTMENT GROUP, L.L.C., AND THAT SAID DOCUMENT WAS SIGNED BY HIM IN BEHALF OF SAID LIMITED LIABILITY COMPANY, AND SAID DAVID K. MAST ACKNOWLEDGED TO ME THAT SAID LIMITED LIABILITY COMPANY EXECUTED THE SAME.</p> <p>MY COMMISSION EXPIRES _____ NOTARY PUBLIC _____</p>	<p>ACKNOWLEDGEMENT</p> <p>STATE OF UTAH)S.S. COUNTY OF SALT LAKE)</p> <p>ON THIS _____ DAY OF _____, 2014 APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF SALT LAKE IN SAID STATE OF UTAH, DAN C. SIMONS, PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THIS INSTRUMENT, AND ACKNOWLEDGED HE EXECUTED THE SAME. WITNESS MY HAND AND OFFICIAL SEAL.</p> <p>MY COMMISSION EXPIRES _____ NOTARY PUBLIC _____</p>	<p>ACKNOWLEDGEMENT</p> <p>STATE OF UTAH)S.S. COUNTY OF SALT LAKE)</p> <p>ON THIS _____ DAY OF _____, 2014 PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF SALT LAKE IN SAID STATE OF UTAH, RICK ARDEN BODELL, TRUSTEE OF THE ARDEN J. BODELL REVOCABLE TRUST DATED DECEMBER 23, 2009, AND PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THIS INSTRUMENT, AND ACKNOWLEDGED HE EXECUTED THE SAME. WITNESS MY HAND AND OFFICIAL SEAL.</p> <p>MY COMMISSION EXPIRES _____ NOTARY PUBLIC _____</p>	<p>ACKNOWLEDGEMENT</p> <p>STATE OF UTAH)S.S. COUNTY OF SALT LAKE)</p> <p>ON THIS _____ DAY OF _____, 2014 APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF SALT LAKE IN SAID STATE OF UTAH, ARDEN J. BODELL, TRUSTEE OF THE ARDEN J. BODELL REVOCABLE TRUST DATED DECEMBER 23, 2009, AND PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THIS INSTRUMENT, AND ACKNOWLEDGED HE EXECUTED THE SAME. WITNESS MY HAND AND OFFICIAL SEAL.</p> <p>MY COMMISSION EXPIRES _____ NOTARY PUBLIC _____</p>
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<p>ACKNOWLEDGEMENT</p> <p>STATE OF UTAH)S.S. COUNTY OF SALT LAKE)</p> <p>ON THIS _____ DAY OF _____, 2014 PERSONALLY APPEARED BEFORE ME, TROY K. WALKER, WHO DULY ACKNOWLEDGED TO ME THAT HE IS THE MAYOR OF DRAPER CITY, A MUNICIPAL CORPORATION OF THE STATE OF UTAH, AND THE FORGING INSTRUMENT WAS SIGNED IN BEHALF OF THE CITY BY AUTHORITY OF ITS GOVERNING BODY AND SAID TROY K. WALKER, ACKNOWLEDGED TO ME THAT THE CITY EXECUTED THE SAME.</p> <p>MY COMMISSION EXPIRES _____ NOTARY PUBLIC _____</p>	<p>APPROVAL AS TO FORM</p> <p>APPROVED THIS _____ DAY OF _____ 20____.</p> <p>DRAPER CITY ATTORNEY _____</p>	<p>DRAPER CITY ENGINEER</p> <p>APPROVED THIS _____ DAY OF _____ 20____.</p> <p>DRAPER CITY ENGINEER _____</p>	<p>ACCEPTANCE OF DEDICATION</p> <p>THE CITY OF DRAPER, A MUNICIPAL CORPORATION OF THE STATE OF UTAH, HEREBY ACCEPTS THE ABOVE CONVEYANCE AND DEDICATION AND IN CONSIDERATION THEREOF AGREES THAT IT WILL UTILIZE AND MAINTAIN THE SAME FOR PURPOSES CONSISTENT WITH THE ABOVE DEDICATION.</p> <p>ATTEST: TROY K. WALKER DRAPER CITY MAYOR</p> <p>RACHELLE CONNER CITY RECORDER</p>
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FILE NAME: PROJECTS\160 - DRAPER CITY\12.210 - SUNCREST REGIONAL DETENTION\SURVEY\CAD\SURVEY EASEMENT DELINEATION.DWG
 FILE DATE: 2.28.2014 14:32:12 (CAD STA)
 10/07

UPPER CORNER CANYON ROAD AMENDED VACATION, REALIGNMENT AND RE-DEDICATION PLAT

PART OF THE SOUTHWEST QUARTER OF SECTION 10 AND NORTHWEST
QUARTER OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT
LAKE BASE AND MERIDIAN, U.S. SURVEY
DRAPER CITY, UTAH COUNTY
APRIL 2014



FILE NAME: PROJECTS\160 - DRAPER CITY\12.210 - SUNCREST REGIONAL DETENTION SURVEY\CAD\SURVEY EASEMENT DELINEATION.DWG
FILE DATE: 2.26.2014 14:32:12 (CAD STA)



6771 SOUTH 900 EAST
MIDVALE, UTAH 84047

LEGEND

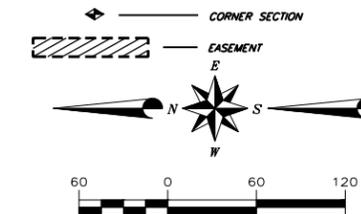


EXHIBIT "A"

SHEET

2 OF 3

ORDINANCE NO. 1107

AN ORDINANCE VACATING A PORTION OF UPPER CORNER CANYON ROAD AS IT CROSSES THE PROPERTY OF DJ INVESTMENT GROUP, L.L.C. AND DRAPER CITY, AND APPROVING A NEW ALIGNMENT AND DEDICATION OF THAT PORTION OF UPPER CORNER CANYON ROAD.

WHEREAS, DJ Investment Group L.L.C. (DJI) dedicated an alignment of Upper Corner Canyon Road across its and the City's property by plat on August 8, 2002 as recorded in the office of the Salt Lake County Recorder at Book 2002p-210, Parcel 34-D – 34-10-300-008; and

WHEREAS, DJ Investment Group L.L.C. (DJI) dedicated an alignment of Upper Corner Canyon Road across its and the City's property by plat on July 17, 2003 as recorded in the office of the Utah County Recorder as Entry No. 108734:2003, Map No. 10069; and

WHEREAS, DJI always asserted that the alignment may need to be amended as further information and plans were developed; and

WHEREAS, City recorded a Notice of Conditions on Approval of Road Dedication Plat on August 16, 2002 at book 8633, pp. 7616 – 7617, Entry No. 8323898, followed and superseded by an Amended Notice of Conditions on Approval of Road Dedication Plat recorded on September 4, 2002 at Book 8643, pp. 2146-2147, Entry No. 8341079; and

WHEREAS, construction of the Upper Corner Canyon Road has not commenced since the time of its dedication and recordation in Salt Lake County on August 8, 2002 and Utah County on July 17, 2003; and

WHEREAS, as a result of negotiations regarding storm water drainage and other issues between DJI and Draper City, DJI and Draper City desire to vacate the existing alignment of Upper Corner Canyon Road and concurrently dedicate a new alignment of Upper Corner Canyon Road which has been engineered and establish therewith slope, public utility and drainage easements to facilitate the construction of the roadway; and

WHEREAS, DJI and Draper City are the abutting property owners of this segment of Upper Corner Canyon Road and they consent to the vacation, realignment and re-dedication of Upper Corner Canyon Road as it crosses their properties;

WHEREAS, Draper City approved Ordinance No. 1090 an Ordinance vacating a portion of Upper Corner Canyon Road as it crosses the property of DJ Investment Group, L.L.C. and Draper City, and approving a new alignment and dedication of that portion of Upper Corner Canyon Road and desires to correct Ordinance No. 1090 to include the vacation of documents referenced in both Salt Lake and Utah Counties;

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

SECTION I. Vacation of Public Right-of-Way. Draper City hereby vacates any and all public interest in that certain property dedicated to Draper City as the Upper Corner Canyon Road per the recorded plat of August 8, 2002 in Salt Lake County and the recorded plat of July 17, 2003 in Utah County and also as shown and described in Exhibit “A” attached hereto.

SECTION II. Approval of Realignment and Re-Dedication Plat. The new Upper Corner Canyon Road alignment is approved and accepted. The realignment and dedication thereof as public right-of-way by plat as shown and described in Exhibit “A” attached hereto is hereby approved and authorized.

SECTION III. General Repealer. The Upper Corner Canyon Road Amended Vacation, Realignment and Dedication Plat shall supersede all other Upper Corner Canyon Road Dedication Plats previously recorded in the offices of the Salt Lake County Recorder and the Utah County Recorder.

SECTION IV. Repealer of Amended Notice of Conditions on Approval of Road Dedication Plat. The Amended Notice of Conditions on Approval of Road Dedication Plat recorded on September 4, 2002 at Book 8643, pp. 2146-2147, Entry No. 8341079, is hereby repealed and shall be of no further effect. The reason for this is the right-of-way and road have now been engineered and the necessary cuts and fills and slope easements have been identified, making access to subdivision roads possible without the caveats which had been placed thereon by the Amended Notice.

SECTION V. Effective Date. This Ordinance shall become effective immediately upon passage.

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

ATTEST:

DRAPER CITY

Rachelle Conner, City Recorder

Troy K. Walker, Mayor

**EXHIBIT A – UPPER CORNER CANYON ROAD AMENDED
VACATION, REALIGNMENT AND RE-DEDICATION PLAT**

Return to Agenda

ITEM #7

REQUEST FOR COUNCIL ACTION

To:	Mayor & City Council
From:	Robert Markle, Engineering
Date:	May 6, 2014
Subject:	Agreement 14-75 – Construction Agreement with S & L, Inc. for the Suncrest Regional Detention Basin
Applicant Presentation:	Draper City
Staff Presentation:	Glade Robbins, Public Works Director
RECOMMENDATION: That the City Council authorize the Mayor to sign Construction Agreement #14-75 to S & L, Inc. for the Suncrest Regional Detention Basin	
BACKGROUND AND FINDINGS: We recommend awarding the contract to S & L, Inc. for Bid Schedules A, B, and C of the Suncrest Regional Detention Basin Project in the amount of \$1,711,785.20 Draper City entered into a memorandum of understanding (MOU) with DJ Investments Group to allow the design and construction of a regional storm water detention basin in Hog Hollow (April 16, 2013). Afterwards, per DJ Investments request, additive alternates were included in the design for a total of five bid schedules. Bid Schedules A and B included all of the work agreed upon and funded with the Zion's/DJI Settlement. Bid Schedules C, D, and E were those requested by DJ Investments to contemplate the work associated with the removal of a slope adjacent to the Stoneleigh Heights development and widening of the Upper Corner Canyon Road to a 56-foot cross-section. The low-bid cost for Bid Schedules C, D, and E (also S & L, Inc.) is \$445,041.83. We cannot recommend a funding source or award of Bid Schedules D and E. The Additive Alternates increased the design cost as well as pushed back the bid opening. The result of which is a shortage of funding from the original \$1.9 million dollar Zion's/DJ Investments settlement. We recommend funding this shortage with \$300,000 from the Storm Water Fund-52.	
FISCAL IMPACT: Finance Review: \$2.2MIL <ul style="list-style-type: none">• Zions/DJI Settlement: \$1.9MIL (-\$349K #13-158 w/ HAL,- \$1.7MIL #14-75 w/ S&L)• Storm Water Fund – 52: \$300K <i>* Reopens budget will be required to fund the project B&W</i>	
SUPPORTING DOCUMENTS: <ul style="list-style-type: none">• Bid Tabulation• Construction Agreement 14-75	



SUNCREST REGIONAL DETENTION BASIN BID TABULATION

April 29, 2014

BIDS OPENED: APRIL 29, 2014 AT 2:00 PM

				Engineer's Cost Estimate		S & I. Inc.		REYNOLDS EXCAVATING		CONDIE CONSTRUCTION	
Bid Item	Description	Quantity	Unit	Unit Cost	Item Total	Unit Cost	Item Total	Unit Cost	Item Total	Unit Cost	Item Total
BID SCHEDULE A: STORM WATER CONVEYANCE AND MAINTENANCE ROAD											
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
General											
A-1	MOBILIZATION / DEMOBILIZATION	1	LS	\$100,000.00	\$100,000.00	\$83,823.99	\$83,823.99	\$40,000.00	\$40,000.00	\$220,000.00	\$220,000.00
A-1a	TRAFFIC CONTROL	1	LS	\$7,000.00	\$7,000.00	\$5,500.00	\$5,500.00	\$8,800.00	\$8,800.00	\$8,876.00	\$8,876.00
SUNCREST DRIVE IMPROVEMENTS											
A-2	DOUBLE GRATE COMBINATION BOX	2	EA.	\$3,500.00	\$7,000.00	\$8,971.95	\$17,943.90	\$8,800.00	\$17,600.00	\$11,141.00	\$22,282.00
A-3	SINGLE GRATE COMBINATION BOX	1	EA.	\$2,300.00	\$2,300.00	\$6,177.29	\$6,177.29	\$11,000.00	\$11,000.00	\$8,494.00	\$8,494.00
A-4	30 INCH DIA. CLASS III RCP	101	LF	\$107.00	\$10,807.00	\$93.18	\$9,411.18	\$102.00	\$10,302.00	\$127.00	\$12,827.00
A-5	ABANDON EXISTING 24" SD AND MH	1	LS	\$3,000.00	\$3,000.00	\$3,925.35	\$3,925.35	\$2,400.00	\$2,400.00	\$2,159.00	\$2,159.00
A-6	REMOVE & REPLACE ASPHALT	35	TONS	\$94.00	\$3,290.00	\$195.49	\$6,842.15	\$146.00	\$5,110.00	\$191.00	\$6,685.00
A-7	8 INCH UBC AND 12 INCH "PITRUN"	132	SY	\$15.00	\$1,980.00	\$18.78	\$2,478.96	\$50.25	\$6,633.00	\$40.00	\$5,280.00
A-8	SAW-CUT FOR FINAL PLACEMENT OF ASPHALT	150	LF	\$1.00	\$150.00	\$3.00	\$450.00	\$3.00	\$450.00	\$2.30	\$345.00
A-9	CURB & GUTTER REPLACEMENT	110	LF	\$28.00	\$3,080.00	\$27.36	\$3,009.60	\$35.00	\$3,850.00	\$38.00	\$4,180.00
A-10	MH 6' DIA. STA. 1+04	1	EA	\$5,000.00	\$5,000.00	\$8,473.65	\$8,473.65	\$6,000.00	\$6,000.00	\$6,955.00	\$6,955.00
SUNCREST DRIVE OVERFLOW											
A-11	SUNCREST OVERFLOW WALL	234	LF	\$40.00	\$9,360.00	\$64.03	\$14,983.02	\$60.00	\$14,040.00	\$84.00	\$19,656.00
A-12	OVERFLOW CHUTE	1	LS	\$35,000.00	\$35,000.00	\$32,146.53	\$32,146.53	\$38,000.00	\$38,000.00	\$39,957.00	\$39,957.00
STORM DRAIN TRUNK											
A-13	48" DIA. CLASS III RCP	1176	LF	\$178.00	\$209,328.00	\$155.00	\$182,280.00	\$155.50	\$182,868.00	\$164.00	\$192,864.00
A-14	6' DIA. MANHOLES	9	EA	\$5,000.00	\$45,000.00	\$5,580.51	\$50,224.59	\$5,700.00	\$51,300.00	\$6,295.00	\$56,655.00
A-15	36" DIA. CLASS III RCP	1342	LF	\$125.00	\$167,750.00	\$103.74	\$139,219.08	\$92.00	\$123,464.00	\$121.00	\$162,382.00
A-16	ROCK EXCAVATION FOR PIPE TRENCH	200	CY	\$40.00	\$8,000.00	\$44.00	\$8,800.00	\$80.00	\$16,000.00	\$35.00	\$7,000.00
A-17	5' DIA. MANHOLES	7	EA	\$3,500.00	\$24,500.00	\$4,647.77	\$32,534.39	\$3,600.00	\$25,200.00	\$3,790.00	\$26,530.00
A-18	LOW FLOW BYPASS BOX	1	LS	\$15,400.00	\$15,400.00	\$34,142.42	\$34,142.42	\$41,000.00	\$41,000.00	\$27,142.00	\$27,142.00
A-19	ACCESS RAMP E (MH ACCESS ROAD) SUPPORT FABRIC AND UBC (6" THICK)	715	SY	\$7.50	\$5,362.50	\$15.61	\$11,161.15	\$18.00	\$12,870.00	\$17.00	\$12,155.00
A-20	CONCRETE DRAINAGE PROTECTION PAD	73	SY	\$70.00	\$5,110.00	\$115.07	\$8,400.11	\$65.00	\$4,745.00	\$120.00	\$8,760.00
A-21	18-INCH DIA. CLASS III RCP (LOW FLOW PIPING)	297	LF	\$43.00	\$12,771.00	\$59.02	\$17,528.94	\$47.00	\$13,959.00	\$79.00	\$23,463.00
A-22	4' DIA. MANHOLES (LOW FLOW PIPING)	2	EA	\$3,000.00	\$6,000.00	\$3,802.14	\$7,604.28	\$3,200.00	\$6,400.00	\$2,888.00	\$5,776.00
Maintenance Road (36-foot)											
A-23	CLEARING & GRUBBING	3.2	Acres	\$18,000.00	\$57,600.00	\$6,308.83	\$20,188.26	\$8,200.00	\$26,240.00	\$6,837.00	\$21,878.40
A-24	STRIPPING, STOCKPILING, & SPREADING TOPSOIL	1,380	CY	\$12.00	\$16,560.00	\$9.66	\$13,330.80	\$11.00	\$15,180.00	\$8.70	\$12,006.00
A-25	ROAD EXCAVATION CUT	15,820	CY	\$7.00	\$110,740.00	\$7.24	\$114,536.80	\$8.70	\$137,634.00	\$9.10	\$143,962.00
A-26	ROAD EMBANKMENT	9,565	CY	\$2.00	\$19,130.00	\$4.40	\$42,086.00	\$2.75	\$26,303.75	\$3.40	\$32,521.00
A-27	DRIVE APPROACH FOR 36' ACCESS ROAD	1	LS	\$4,000.00	\$4,000.00	\$7,352.75	\$7,352.75	\$3,900.00	\$3,900.00	\$2,683.00	\$2,683.00

A-28	ACCESS ROAD SUPPORT FABRIC	8,001	SY	\$2.50	\$20,002.50	\$2.23	\$17,842.23	\$1.50	\$12,001.50	\$1.20	\$9,601.20
A-29	ACCESS ROAD "PIT RUN "	6,050	CY	\$8.60	\$52,030.00	\$23.15	\$140,057.50	\$32.00	\$193,600.00	\$19.00	\$114,950.00
A-30	ACCESS ROAD UBC (6" THICK)	6,333	SY	\$4.50	\$28,498.50	\$4.41	\$27,928.53	\$6.60	\$41,797.80	\$6.60	\$41,797.80
A-31	REVEGETATION - SLOPES FLATTER THAN 3 HORIZONTAL TO 1 VERTICAL	5,430	SY	\$2.50	\$13,575.00	\$0.73	\$3,963.90	\$0.70	\$3,801.00	\$0.80	\$4,344.00
A-32	REVEGETATION - SLOPES 3 HORIZONTAL TO 1 VERTICAL AND STEEPER	6,272	SY	\$2.00	\$12,544.00	\$0.96	\$6,021.12	\$1.45	\$9,094.40	\$1.30	\$8,153.60
A-33	20' LIMITED ACCESS GATES	1	LS	\$1,400.00	\$1,400.00	\$5,610.00	\$5,610.00	\$7,200.00	\$7,200.00	\$2,280.00	\$2,280.00
A-34	WOOD POST AND RAIL FENCE	220	LF	\$20.00	\$4,400.00	\$20.20	\$4,444.00	\$33.00	\$7,260.00	\$23.00	\$5,060.00
Subtotal - STORM WATER CONVEYANCE AND MAINTENANCE ROAD					\$1,027,668.50		\$1,090,422.47		\$1,126,003.45		\$1,279,660.00

BID SCHEDULE B - REGIONAL DETENTION BASIN

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
B-1	CLEARING & GRUBBING	3.6	Acres	\$18,000.00	\$64,800.00	\$6,308.83	\$22,711.79	\$7,700.00	\$27,720.00	\$6,687.00	\$24,073.20
B-2	STRIPPING, STOCKPILING, & SPREADING TOPSOIL	2,855	CY	\$12.00	\$34,260.00	\$9.66	\$27,579.30	\$10.20	\$29,121.00	\$8.70	\$24,838.50
B-3	DAM SUBGRADE PREPARATION	4,169	SY	\$8.00	\$33,352.00	\$2.20	\$9,171.80	\$1.10	\$4,585.90	\$1.00	\$4,169.00
B-4	BASIN EXCAVATION CUT	26,056	CY	\$7.00	\$182,392.00	\$5.97	\$155,554.32	\$8.00	\$208,448.00	\$7.60	\$198,025.60
B-5	CLAY EMBANKMENT	17,800	CY	\$2.00	\$35,600.00	\$4.40	\$78,320.00	\$7.20	\$128,160.00	\$3.40	\$60,520.00
B-6	CLAY LINER	310	CY	\$2.33	\$722.30	\$21.36	\$6,621.60	\$15.20	\$4,712.00	\$27.00	\$8,370.00
B-7	42-INCH DIA. CLASS V RCP WITH FLOWABLE FILL	191	LF	\$300.00	\$57,300.00	\$297.94	\$56,906.54	\$300.00	\$57,300.00	\$263.00	\$50,233.00
B-8	18-INCH DIA. CLASS V RCP WITH FLOWABLE FILL	158	LF	\$80.00	\$12,640.00	\$113.77	\$17,975.66	\$112.00	\$17,696.00	\$120.00	\$18,960.00
B-9	LOW FLOW OUTLET STRUCTURE	1	LS	\$2,700.00	\$2,700.00	\$11,335.69	\$11,335.69	\$10,500.00	\$10,500.00	\$12,625.00	\$12,625.00
B-10	10-YEAR OUTLET STRUCTURE	1	LS	\$10,400.00	\$10,400.00	\$17,376.76	\$17,376.76	\$23,800.00	\$23,800.00	\$17,042.00	\$17,042.00
B-11	100-YEAR OUTLET STRUCTURE	1	LS	\$6,900.00	\$6,900.00	\$23,118.76	\$23,118.76	\$18,300.00	\$18,300.00	\$25,881.00	\$25,881.00
B-12	EMERGENCY OVERFLOW BOX	1	LS	\$21,800.00	\$21,800.00	\$52,344.11	\$52,344.11	\$43,500.00	\$43,500.00	\$37,526.00	\$37,526.00
B-13	BAFFLED OUTLET	1	LS	\$18,000.00	\$18,000.00	\$37,442.59	\$37,442.59	\$26,500.00	\$26,500.00	\$44,677.00	\$44,677.00
B-14	RIPRAP OUTLET PROTECTION (FOR BAFFLED OUTLET)	40	SY	\$80.00	\$3,200.00	\$49.61	\$1,984.40	\$72.00	\$2,880.00	\$129.00	\$5,160.00
B-15	EMERGENCY SPILLWAY WALL	75	LF	\$80.00	\$6,000.00	\$180.18	\$13,513.50	\$58.00	\$4,350.00	\$202.00	\$15,150.00
B-16	ACCESS RAMP A AND EMERGENCY SPILLWAY FLOOR- SUPPORT FABRIC	614	SY	\$2.50	\$1,535.00	\$3.42	\$2,099.88	\$1.90	\$1,166.60	\$1.70	\$1,043.80
B-17	ACCESS RAMP A AND EMERGENCY SPILLWAY FLOOR - "PIT RUN"	239	CY	\$8.60	\$2,055.40	\$27.41	\$6,550.99	\$37.00	\$8,843.00	\$21.00	\$5,019.00
B-18	ACCESS ROAD A AND EMERGENCY SPILLWAY FLOOR- UBC (6" THICK)	614	SY	\$4.50	\$2,763.00	\$11.40	\$6,999.60	\$8.00	\$4,912.00	\$6.70	\$4,113.80
B-19	ACCESS RAMPS B, C, AND D SUPPORT FABRIC AND UBC (6" THICK)	1,475	SY	\$7.00	\$10,325.00	\$14.81	\$21,844.75	\$17.00	\$25,075.00	\$13.00	\$19,175.00
B-20	18" RCP CULVERT AND RIPRAP OUTLET FOR ACCESS RAMP C	1	LS	\$2,600.00	\$2,600.00	\$7,317.05	\$7,317.05	\$1,500.00	\$1,500.00	\$8,167.00	\$8,167.00
B-21	REVEGETATION - SLOPES FLATTER THAN 3 HORIZONTAL TO 1 VERTICAL	8,377	SY	\$2.00	\$16,754.00	\$0.57	\$4,774.89	\$0.70	\$5,863.90	\$0.80	\$6,701.60
B-22	REVEGETATION - SLOPES 3 HORIZONTAL TO 1 VERTICAL AND STEEPER	9,723	SY	\$2.50	\$24,307.50	\$0.71	\$6,903.33	\$1.45	\$14,098.35	\$1.24	\$12,027.35
B-23	CHANNEL EROSION CONTROL (NAG C350)	185	SY	\$8.00	\$1,480.00	\$72.82	\$13,471.70	\$5.50	\$1,017.50	\$11.00	\$2,035.00
B-24	ROCK EXCAVATION FOR ACCESS ROAD AND/OR ACCESS RAMP	200	CY	\$30.00	\$6,000.00	\$44.00	\$8,800.00	\$80.00	\$16,000.00	\$27.00	\$5,400.00
Subtotal - REGIONAL DETENTION BASIN					\$557,886.20		\$610,719.01		\$686,049.25		\$610,932.85

BID SCHEDULE C - STONELEIGH DRAINAGE IMPROVEMENTS - ADDITIVE ALTERNATE

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
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C-1	MODIFY/REPLACE EXISTING INLETS	2	EA	\$4,000.00	\$8,000.00	\$917.68	\$1,835.36	\$550.00	\$1,100.00	\$2,783.79	\$5,567.58
C-2	CURB WALL	50	LF	\$20.00	\$1,000.00	\$47.16	\$2,358.00	\$40.00	\$2,000.00	\$42.37	\$2,118.50
C-3	REMOVE EXISTING INLET/OUTLET STRUCTURE AND REPLACE WITH 5' MH	1	LS	\$5,500.00	\$5,500.00	\$4,400.00	\$4,400.00	\$1,000.00	\$1,000.00	\$6,448.25	\$6,448.25
C-4	REMOVE EXISTING CLEANOUT COVER AND FRAME AND REPLACE WITH BOLT DOWN FRAME AND COVER	2	EA	\$500.00	\$1,000.00	\$1,025.18	\$2,050.36	\$1,000.00	\$2,000.00	\$1,530.60	\$3,061.20
Subtotal - STONELEIGH DRAINAGE IMPROVEMENTS ADDITIVE ALTERNATE					\$15,500.00		\$10,643.72		\$6,100.00		\$17,195.53

BID SCHEDULE D – 56' ROAD EARTHWORK – ADDITIVE ALTERNATE

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
D-1	CLEARING & GRUBBING	1.3	Acres	\$18,000.00	\$23,400.00	\$7,267.15	\$9,447.30	\$6,500.00	\$8,450.00	\$9,511.88	\$12,365.44
D-2	STRIPPING, STOCKPILING, & SPREADING TOPSOIL	1,022	CY	\$12.00	\$12,264.00	\$10.76	\$10,996.72	\$14.00	\$14,308.00	\$9.03	\$9,228.66
D-3	ROAD EXCAVATION CUT	5,689	CY	\$7.00	\$39,823.00	\$7.66	\$43,577.74	\$12.00	\$68,268.00	\$12.17	\$69,235.13
D-4	ROAD EMBANKMENT	2,695	CY	\$2.00	\$5,390.00	\$3.30	\$8,893.50	\$4.00	\$10,780.00	\$3.58	\$9,648.10
D-5	SUPPORT FABRIC	3,425	SY	\$2.50	\$8,562.50	\$2.01	\$6,884.25	\$1.50	\$5,137.50	\$1.27	\$4,349.75
D-6	"PIT RUN "	3,050	CY	\$22.00	\$67,100.00	\$24.50	\$74,725.00	\$36.00	\$109,800.00	\$20.27	\$61,823.50
D-7	REVEGETATION – SLOPES 3 HORIZONTAL TO 1 VERTICAL AND STEEPER	6,130	SY	\$2.50	\$15,325.00	\$1.26	\$7,723.80	\$1.50	\$9,195.00	\$1.31	\$8,030.30
Subtotal - 56' ROAD EARTHWORK – ADDITIVE ALTERNATE					\$171,864.50		\$162,248.31		\$225,938.50		\$174,680.88

BID SCHEDULE E – STONELEIGH HEIGHTS POND REMOVAL – ADDITIVE ALTERNATE

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
E-1	STRIPPING, STOCKPILING, & SPREADING TOPSOIL	840	CY	\$12.00	\$10,080.00	\$9.66	\$8,114.40	\$17.00	\$14,280.00	\$10.04	\$8,433.60
E-2	EMBANKMENT EXCAVATION	20,500	CY	\$7.00	\$143,500.00	\$12.57	\$257,685.00	\$20.00	\$410,000.00	\$21.76	\$446,080.00
E-3	REVEGETATION – SLOPES 3 HORIZONTAL TO 1 VERTICAL AND STEEPER	5,040	SY	\$2.50	\$12,600.00	\$1.26	\$6,350.40	\$2.00	\$10,080.00	\$1.31	\$6,602.40
Subtotal - STONELEIGH HEIGHTS POND REMOVAL – ADDITIVE ALTERNATE					\$166,180.00		\$272,149.80		\$434,360.00		\$461,116.00

BID SCHEDULE A	\$1,027,668.50	\$1,090,422.47	\$1,126,003.45	\$1,279,660.00
BID SCHEDULE B	\$557,886.20	\$610,719.01	\$686,049.25	\$610,932.85
TOTAL BASE BID (A + B)	\$1,585,554.70	\$1,701,141.47	\$1,812,052.70	\$1,890,592.85
BID SCHEDULE C	\$15,500.00	\$10,643.72	\$6,100.00	\$17,195.53
BID SCHEDULE D	\$171,864.50	\$162,248.31	\$225,938.50	\$174,680.88
BID SCHEDULE E	\$166,180.00	\$272,149.80	\$434,360.00	\$461,116.00
TOTAL ADDITIVE ALTERNATE (A+B +C)	\$353,544.50	\$445,041.83	\$666,398.50	\$652,992.41
TOTLA BID (BASE + ADDITIVE ALT.)	\$1,939,099.20	\$2,146,183.30	\$2,478,451.20	\$2,543,585.27

#4

Vancon = \$2,275,594 (\$2,887,265)

CONSTRUCTION AGREEMENT #14-75

SUNCREST REGIONAL STORM WATER DETENTION

PART 1. GENERAL

Date: This Contract made this 6th day of May, 2014

1.1 Contractor

Name: S & L, Inc.

Address: 935 West Center Street, Lindon, UT 84042

which is a corporation organized in the State of Utah.

Telephone: 801-785-8458

Contractor's Representative: Dustin Larsen

Utah License number: 249730-5501

1.2 Owner (herein called "Owner" or "City")

Draper City Corporation, a municipal corporation of the State of Utah. The Draper Engineering Division is located at 1020 East Pioneer Road; Draper, Utah 84020.

Telephone: (801) 576-6546

Fax: (801) 576-6388

1.3 Project. This project shall be known as the **SUNCREST REGIONAL DETENTION BASIN PROJECT** which consists of, but it not limited to, construction of a regional detention facility including access road, 36 inch and 48 inch diameter storm drain, detention basin outlet structures, embankment, and storm drainage improvements to Suncrest Drive, more specifically described in the Contract Documents, herein called the "Project."

1.4 Engineer means the City's representative and agent for this Construction Contract, or any other person designated to the Contractor in writing by the City Engineer.

1.5 Construction Contract. The construction contract shall consist of the following documents: the Invitation to Bid, Bidder Information, Additional Instructions to Bidders, Bid of the Contractor (Proposal Sheet, Bid Schedule, Questionnaire and Statement of Qualifications), Bid Bond, Conditional Notice of Award, this Construction Agreement, Notice to Proceed, Insurance Requirements, the City of Draper Engineering Standards and Specifications, Project Drawings, Change Orders or Supplemental Agreements, including the Bid Forms, Addenda to the Drawings and\or Specifications, and Measurement and Payment, collectively referred to as the Contract Documents, all of which are incorporated herein by reference. In the case of conflict in the Contract Documents, the documents shall govern in the order set out in General Conditions.1.6

DEFINITIONS. The definitions of words set out in the General Conditions for Municipal Construction (sometimes herein called the "General Conditions") shall apply throughout this Agreement unless the context clearly indicates otherwise.

1.7 **INSURANCE.** The Contractor shall acquire and maintain during the term of the Contract insurance in the amount specified in **EXHIBIT A** attached hereto. Coverage shall be maintained for one year after the Project Acceptance for Maintenance Date.

1.8 **LIABILITY.** The Contractor shall save, keep and hold harmless the City, its officers, agents, employees and volunteers from all damages, costs or expenses in law or equity, including attorneys fees, that may at any time arise or be set up because of damages to property, bodily injury or personal injury received by reason of or in the course of performing Work which may be occasioned by any willful, negligent or wrongful acts or omissions of the Contractor, any of the Contractor's employees or any subcontractor. The City will not be held liable for any accident, loss or damage to the Work prior to its completion and acceptance.

1.9 **NO DAMAGE CLAUSE.** The Contractor herewith specifically waives claims against the City for damages for any hindrance or delay not caused by the fault of the City. Contractor will, in lieu thereof, be granted extensions of time for delays not the fault of the Contractor, his suppliers, subcontractors, or sub-subcontractors. The Contractor shall not make any claim for damages against the City for any hindrance or delay for claims made until after the City has been notified of the claim and has had 24 hours to respond.

1.10 **PERFORMANCE AND PAYMENT BONDS.** Contractor shall furnish to the City a payment and performance bond satisfactory to the City guaranteeing Contractor's payment and performance, in the amount, for each separately, of 100% of the contract Amount according to the terms of this Agreement. All materials, equipment, parts and labor and any necessary corrections to the Project shall be guaranteed for a period of one year following the date of Project Acceptance for Maintenance, which guarantee shall be covered by the terms of the performance bond.

PART 2. SCOPE OF WORK

2.1 Generally.

A. Contractor shall furnish all labor, materials, equipment, bonds, insurance, permits, fees, and all other charges, expenses or assessments of whatever kind or character to complete the Project, consisting of the work described in the Contract Documents.

B. Work shall conform in all ways to the most recent edition of the Draper City Standard Specifications and Details for Municipal Construction, along with all existing ordinances.

C. As required by Section 63G-11-103, Utah Code Annotated (1953 as amended), Contractor certifies it has registered and participates in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the state.

2.2 Subcontractors. No part of this contract shall be subcontracted by the Contractor without approval by the Engineer. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by Contractor. The Contractor shall not award work to any Subcontractor in excess of fifty percent (50%) of the contract price, without prior written approval of the City.

2.3 City's Right to Order Changes in the Work. Notwithstanding other provisions of this Agreement, the City may, upon written notice to the Contractor, order changes in the work, provided that doing so does not alter the scope of the contract work. If the Contractor believes that any such change cannot be performed within the time allowed for the Project, or for that phase of the Project, or that such a change does alter the scope of the contract work, or that Contractor cannot perform the change except at additional cost, then it shall promptly so notify the Engineer in writing.

2.4 City's Unilateral Suspension of Work. Notwithstanding other provisions of this Agreement, the City may, upon written notice to the Contractor, order suspension of the Work for any reason, upon written notice to the Contractor.

2.5 Differing Site Conditions. Information provided about the Project construction site is provided by the City or its agents as a convenience to the Contractor and its subcontractors. The Contractor should verify all such information independently unless the parties specifically agree in writing otherwise. In the event that the Contractor encounters site conditions which would have been reasonably foreseeable from a visit to the Project site, and from a review of the materials provided to the Contractor by the City prior to the Contractor's bid submission, then the Contractor shall be responsible for all additional Work, costs and expenses associated with those differing site conditions. If, on the other hand, the Contractor encounters site conditions which would not have been reasonably foreseeable from a visit to the Project site, and from a review of the materials provided to the Contractor by the City prior to the Contractor's bid submission, then the Contractor shall be paid for the reasonable costs and expenses of the Work resulting from the differing site conditions as provided in Section 6.02 of the

General Conditions.

PART 3. MONEY AND TIME

3.1 CONTRACT PRICE

A. The Contract Price includes the cost of the Work specified in the Contract Documents, plus the cost of all bonds, insurance, permits, fees, and all charges, expenses or assessments of whatever kind or character.

B. The schedule of prices awarded as separate items from the bid schedule are as follows:

BID SCHEDULE A - STORM WATER CONVEYANCE AND MAINTENANCE ROAD

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
General					
A-1	MOBILIZATION / DEMOBILIZATION	1	LS	\$83,823.99	\$83,823.99
A-1a	TRAFFIC CONTROL	1	LS	\$5,500.00	\$5,500.00
SUNCREST DRIVE IMPROVEMENTS					
A-2	DOUBLE GRATE COMBINATION BOX	2	EA.	\$8,971.95	\$17,943.90
A-3	SINGLE GRATE COMBINATION BOX	1	EA.	\$6,177.29	\$6,177.29
A-4	30 INCH DIA. CLASS III RCP	101	LF	\$93.18	\$9,411.18
A-5	ABANDON EXISTING 24" SD AND MH	1	LS	\$3,925.35	\$3,925.35
A-6	REMOVE & REPLACE ASPHALT	35	TONS	\$195.49	\$6,842.15
A-7	8 INCH UBC AND 12 INCH "PITRUN"	132	SY	\$18.78	\$2,478.96
A-8	SAW-CUT FOR FINAL PLACEMENT OF ASPHALT	150	LF	\$3.00	\$450.00
A-9	CURB & GUTTER REPLACEMENT	110	LF	\$27.36	\$3,009.60
A-10	MH 6' DIA. STA. 1+04	1	EA	\$8,473.65	\$8,473.65
SUNCREST DRIVE OVERFLOW					
A-11	SUNCREST OVERFLOW WALL	234	LF	\$64.03	\$14,983.02
A-12	OVERFLOW CHUTE	1	LS	\$32,146.53	\$32,146.53
STORM DRAIN TRUNK					
A-13	48" DIA. CLASS III RCP	1176	LF	\$155.00	\$182,280.00
A-14	6' DIA. MANHOLES	9	EA	\$5,580.51	\$50,224.59
A-15	36" DIA. CLASS III RCP	1342	LF	\$103.74	\$139,219.08
A-16	ROCK EXCAVATION FOR PIPE TRENCH	200	CY	\$44.00	\$8,800.00
A-17	5' DIA. MANHOLES	7	EA	\$4,647.77	\$32,534.39
A-18	LOW FLOW BYPASS BOX	1	LS	\$34,142.42	\$34,142.42
A-19	ACCESS RAMP E (MH ACCESS ROAD) SUPPORT FABRIC AND UBC (6" THICK)	715	SY	\$15.61	\$11,161.15
A-20	CONCRETE DRAINAGE PROTECTION PAD	73	SY	\$115.07	\$8,400.11

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A-21	18-INCH DIA. CLASS III RCP (LOW FLOW PIPING)	297	LF	\$59.02	\$17,528.94
A-22	4' DIA. MANHOLES (LOW FLOW PIPING)	2	EA	\$3,802.14	\$7,604.28
Maintenance Road (36-foot)					
A-23	CLEARING & GRUBBING	3.2	Acres	\$6,308.83	\$20,188.26
A-24	STRIPPING, STOCKPILING, & SPREADING TOPSOIL	1,380	CY	\$9.66	\$13,330.80
A-25	ROAD EXCAVATION CUT	15,820	CY	\$7.24	\$114,536.80
A-26	ROAD EMBANKMENT	9,565	CY	\$4.40	\$42,086.00
A-27	DRIVE APPROACH FOR 36' ACCESS ROAD	1	LS	\$7,352.75	\$7,352.75
A-28	ACCESS ROAD SUPPORT FABRIC	8,001	SY	\$2.23	\$17,842.23
A-29	ACCESS ROAD "PIT RUN "	6,050	CY	\$23.15	\$140,057.50
A-30	ACCESS ROAD UBC (6" THICK)	6,333	SY	\$4.41	\$27,928.53
A-31	REVEGETATION – SLOPES FLATTER THAN 3 HORIZONTAL TO 1 VERTICAL	5,430	SY	\$0.73	\$3,963.90
A-32	REVEGETATION – SLOPES 3 HORIZONTAL TO 1 VERTICAL AND STEEPER	6,272	SY	\$0.96	\$6,021.12
A-33	20' LIMITED ACCESS GATES	1	LS	\$5,610.00	\$5,610.00
A-34	WOOD POST AND RAIL FENCE	220	LF	\$20.20	\$4,444.00
Subtotal – STORM WATER CONVEYANCE AND MAINTENANCE ROAD					\$1,090,422.47

BID SCHEDULE B - REGIONAL DETENTION BASIN

TIEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
B-1	CLEARING & GRUBBING	3.6	Acres	\$6,308.83	\$22,711.79
B-2	STRIPPING, STOCKPILING, & SPREADING TOPSOIL	2,855	CY	\$9.66	\$27,579.30
B-3	DAM SUBGRADE PREPARATION	4,169	SY	\$2.20	\$9,171.80
B-4	BASIN EXCAVATION CUT	26,056	CY	\$5.97	\$155,554.32
B-5	CLAY EMBANKMENT	17,800	CY	\$4.40	\$78,320.00
B-6	CLAY LINER	310	CY	\$21.36	\$6,621.60
B-7	42-INCH DIA. CLASS V RCP WITH FLOWABLE FILL	191	LF	\$297.94	\$56,906.54
B-8	18-INCH DIA. CLASS V RCP WITH FLOWABLE FILL	158	LF	\$113.77	\$17,975.66

TIEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
B-9	LOW FLOW OUTLET STRUCTURE	1	LS	\$11,335.69	\$11,335.69
B-10	10-YEAR OUTLET STRUCTURE	1	LS	\$17,376.76	\$17,376.76
B-11	100-YEAR OUTLET STRUCTURE	1	LS	\$23,118.76	\$23,118.76
B-12	EMERGENCY OVERFLOW BOX	1	LS	\$52,344.11	\$52,344.11
B-13	BAFFLED OUTLET	1	LS	\$37,442.59	\$37,442.59
B-14	RIPRAP OUTLET PROTECTION (FOR BAFFLED OUTLET)	40	SY	\$49.61	\$1,984.40
B-15	EMERGENCY SPILLWAY WALL	75	LF	\$180.18	\$13,513.50
B-16	ACCESS RAMP A AND EMERGENCY SPILLWAY FLOOR- SUPPORT FABRIC	614	SY	\$3.42	\$2,099.88
B-17	ACCESS RAMP A AND EMERGENCY SPILLWAY FLOOR -- "PIT RUN"	239	CY	\$27.41	\$6,550.99
B-18	ACCESS ROAD A AND EMERGENCY SPILLWAY FLOOR- UBC (6" THICK)	614	SY	\$11.40	\$6,999.60
B-19	ACCESS RAMPS B, C, AND D SUPPORT FABRIC AND UBC (6" THICK)	1,475	SY	\$14.81	\$21,844.75
B-20	18" RCP CULVERT AND RIPRAP OUTLET FOR ACCESS RAMP C	1	LS		
B-21	REVEGETATION – SLOPES FLATTER THAN 3 HORIZONTAL TO 1 VERTICAL	8,377	SY	\$7,317.05	\$7,317.05
B-22	REVEGETATION – SLOPES 3 HORIZONTAL TO 1 VERTICAL AND STEEPER	9,723	SY	\$0.57	\$4,774.89
B-23	CHANNEL EROSION CONTROL (NAG C350)	185	SY	\$0.71	\$6,903.33
B-24	ROCK EXCAVATION FOR ACCESS ROAD AND/OR ACCESS RAMP	200	CY	\$72.82	\$13,471.70
Subtotal - REGIONAL DETENTION BASIN					\$610,719.01

BID SCHEDULE C – STONELEIGH DRAINAGE IMPROVEMENTS – ADDITIVE ALTERNATE

TIEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
C-1	MODIFY/REPLACE EXISTING INLETS	2	EA	\$917.68	\$1,835.36
C-2	CURB WALL	50	LF	\$47.16	\$2,358.00
C-3	REMOVE EXISTING INLET/OUTLET STRUCTURE AND REPLACE WITH 5' MH	1	LS	\$4,400.00	\$4,400.00

TIEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
C-4	REMOVE EXISTING CLEANOUT COVER AND FRAME AND REPLACE WITH BOLT DOWN FRAME AND COVER	2	EA	\$1,025.18	\$2,050.36
Subtotal - STONELEIGH DRAINAGE IMPROVEMENTS ADDITIVE ALTERNATE					\$10,643.72

BID SCHEDULE SUMMARY TABLE

SCHEDULE	TOTAL
A - STORM WATER CONVEYANCE AND MAINTENANCE ROAD	\$1,090,422.47
B - REGIONAL DETENTION BASIN	\$610,719.01
C - STONELEIGH DRAINAGE IMPROVMENTS – Additive Alternate	\$10,643.72
TOTAL BID (A + B + C)	\$1,711,785.20

GRAND TOTAL IN WRITING:

3.2. **Contract Time, Changes in Contract Time.** The work on this Project shall commence within ten (10) days of receipt of the Notice to Proceed. The work for shall be completed within a maximum of **120 calendar days** of the commencement of the project. The parties agree that this is a reasonable time for completion of the work. Work stoppage due to inclement weather conditions and other factors must be approved by the Engineer. The Contractor shall notify the Engineer of a claim of delay due to inclement weather within one (1) week of the days claimed as delayed. Notwithstanding other provisions of this Agreement, the City may, upon written notice to the Contractor, change the time of performance of the Agreement, provided that doing so does not alter the scope of the contract work. If the Contractor believes that any such change cannot be performed except at additional cost or without the extension of time of performance of the contract, or an extension of time for that phase of the contract, then it shall promptly so notify the Engineer in writing. Time is of the essence of this agreement.

3.3 Punch List Time

A. Pursuant to Section 5.04 of the General Conditions, the Work will be complete and ready for final payment within thirty (30) days after the date Contractor receives Engineer's Final Inspection Punch List unless exemptions of specific items are granted by Engineer in writing or an exception has been specified in the Contract Documents.

B. Permitting the Contractor to continue and finish the Work or any part of the Work after the time fixed for its completion, or after the date to which the time for completion may have been extended, whether or not a new completion date is established, shall in no way operate as a waiver on the part of the Owner of any of Owner's rights under this Agreement.

3.4 LIQUIDATED DAMAGES.

A. **Late Completion: Time is of the essence of the Contract Documents.**

Contractor agrees that Owner will suffer damage or financial loss if the Work is not completed on time or within any time extensions allowed in accordance with Section 5.06 of the General Conditions. Contractor and Owner agree that proof of the exact amount of any such damage or loss is difficult to determine. Accordingly, instead of requiring any such proof of damage or specific financial loss for late completion, Contractor agrees to pay the following sums to the Owner as liquidated damages and not as a penalty.

1. **Late Contract Time Completion: One Thousand Dollars (\$1,000)** for each day or part thereof that expires after the Contract Time until the Work is accepted as substantially complete as provided in Section 5.03 of the General Conditions, which the parties believe is a fair estimate of the loss the City will suffer due to the difficulty of actually assessing the damages the City will suffer in the event of such a delay, and which the parties agree is not a penalty.

2. **Late Punch List Time Completion: One Thousand Dollars (\$1,000)** for each day or part thereof if the Work remains incomplete after thirty (30) days following the time the punch list is delivered to the Contractor, provided that no such damages shall be collected until after the Contract Completion Date. The parties agree that this is not a penalty. The Punch List shall be considered delivered on the date it is transmitted by facsimile, hand delivery or received by the Contractor by certified mail.

B. **Survey Monuments:** No land survey monument shall be disturbed or moved until Engineer has been properly notified and the Engineer's surveyor has referenced the survey monument for resetting. The parties agree that upon such an unauthorized disturbance it is difficult to determine the damages from such a disturbance, and the parties agree that Contractor will pay as liquidated damages the sum of \$1,000 to cover such damage and expense. Only the Engineer's licensed surveyor shall reset the monument, and at the Contractor's sole cost.

C. **Interruption of Public Services:** No interruption of public utility services or damage to public service facilities, defined herein as an interruption to City potable water supply, street lighting, storm water or irrigation systems, herein called Public Service Facilities, shall be caused by Contractor, its agents or employees, without the Engineer's prior approval. Owner and Contractor agree that in the event Owner suffers damages from such interruption, the amount of liquidated damages stipulated above shall not be deemed to be a limitation upon Owner's right to recover the full amount of such damages. Contractor shall immediately notify the owner of the public utility if Contractor, or any subcontractor or other agent or employee of Contractor interrupts or damages Public Service Facilities. In addition, the Contractor shall immediately notify the Engineer of any such interruption, and in the case of an interruption to Public Service Facilities or services, the Contractor shall immediately notify the Public Works Department by the fastest means possible. The Public Works Departments telephone number is 576-6517; the City's emergency dispatch number is 831-4000. The City ENGINEERING or Public Utilities Departments may sometimes also be reached by dialing 911. Contractor shall pay within 30 days of receiving a written statement for any charges for repairs or damages arising out of the damage to or interruption of Public Service Utilities or services.

D. **Deduct Damages from Monies Owed Contractor:** Owner shall be entitled to deduct and retain liquidated damages out of any money which may be due or become due the Contractor. To the extent that the liquidated damages exceed any amounts that would otherwise be due the Contractor, the Contractor shall be liable for such amounts and shall return such excess to the Owner.

3.5 **PAYMENT PROCEDURES**

A. **Progress Payments.** Contractor shall submit applications for payment, but not more often than once every 30 days. Payment shall not become due or payable for any contract item not provided or installed by Contractor according to the Contract Documents, unless otherwise approved by the Engineer. At no time shall the aggregate amount of money paid to the Contractor in proportion to the Contract Amount be greater than the proportion of the work performed at that point to the total Project work.

1. **Withholding Payment.** Owner reserves the right to withhold payment from Contractor for non-compliance with any provision of the Contract Documents.

B. Final Payment.

1. **Submittal.** Final payment shall not be made until the Contractor has delivered and Engineer has accepted the following submittals:

- a. A written request for final payment, signed by the Contractor's Representative,
- b. An affidavit from the Contractor's Representative, and reasonable evidence that all payments due and owing to subcontractors, laborers, suppliers of equipment and Materials, and all other outstanding indebtedness of the Contractor related to the Project have been fully paid, discharged, or waived by the person owed the money;
- c. All Project Material inspection and testing reports,
- d. Evidence that the performance bond has been extended for the one year warranty period; and
- e. Waiver of Lien, Full and Final Release form.

2. **Evidence of Payment.** The Engineer may, at his sole option, accept evidence by the Contractor that arrangements have been made for such payments based thereon.

3. **Payment to Subcontractors, Suppliers.** If the City reasonably believes that Contractor has failed to pay Subcontractors, suppliers of Materials, or laborers for work on the Project within a reasonable time of when payment is due, then City may, at its discretion, either pay unpaid bills and withhold from the Contractor's payment, or make a claim against any bond for this Project in the amount of the Engineer's estimate of the amount of money he deems sufficient to pay any such lawful claim. The City shall notify the Contractor of any such payment.

4. **Price Adjustments:** City may, in its discretion, make partial payment to the Contractor for certain non-conforming work in advance of any negotiated settlement reached between the Contractor and the City, provided the Contractor requests in writing that this be done, and the Engineer approves it. Contractor agrees that any such payments made by the City are "payments in advance" and that any money which becomes due when the final settlement is negotiated will not constitute payments "withheld" or "retained" under State law.

5. **City Released From Claims:** The payment and acceptance of the final Contract Price due and the adjustment and payment for any Work done in accordance with any alterations of the same, shall release the City from any and all claims of Contractor on account of Work performed under the Contract Documents or any Change Order thereof, except for those claims specifically agreed to as reserved and unresolved by the City.

3.6 **Extra Work.** No money will be paid to the Contractor for any additions, deletions or revisions in the Work as stipulated in the General Conditions, unless a contract for such has been made in writing and executed by the City and Contractor.

3.7 **Bond Releases.** In addition to those remedies allowed the City under Subsection 3.5(B)(3) above, the City may withhold release of a reasonable amount of the payment bond sufficient to cover any outstanding indebtedness or monies owed or claimed by any person who supplied work or materials to the Project, or any uncorrected substandard work, until Contractor supplies a release of the City satisfactory to it signed by all persons who have supplied labor or materials to the Project. The Contractor shall supply to the Engineer within a reasonable time after his request a signed statement verifying all the suppliers, subcontractors and other persons who have supplied labor or materials to the Project.

3.8 **Change Orders.** Any change order which increases the total contract amount must be approved by a written certification by the ENGINEER.

PART 4. DEFAULT

4.1 **DEFAULT EVENTS.** Upon the occurrence of one or more of the following events:

A. **Breach.** If Contractor or any Subcontractor should substantially violate any of the provisions of this contract;

B. **Substantial Failure to Perform.** If Contractor substantially fails to perform any part of this Agreement;

C. **Repeated Failure or Inability to Perform.** If Contractor repeatedly fails or becomes unable to perform the services under this Agreement as required herein, or substantially fails to provide services under this Agreement for a period of 72 hours;

D. **Insolvency, Inability to Pay Debts, Bankruptcy.** If Contractor (i) shall become insolvent in a bankruptcy sense; (ii) shall be generally not paying its debts as they become due, or within a reasonable time thereafter; (iii) shall suffer, voluntarily or involuntarily, the entry of an order by any court or governmental authority authorizing the appointment of or appointing of a custodian (as that term is defined in 11 U.S.C. § 101 [10]), receiver, trustee, or other officer with similar powers with respect to it or any portion of its property which remains undismissed for a period of 90 days; (iv) shall suffer, voluntarily or involuntarily, with or without judicial or governmental authorization, any such custodian, receiver, trustee, or other officer with similar powers to take possession of any part of its property which third party remains in possession for an excess of 90 days; (v) shall suffer, voluntarily or involuntarily, the filing of a petition respecting an assignment for the benefit of creditors which is not dismissed for a period of 90 days; (vi) shall be dissolved; (vii) shall become the subject of any proceeding, suit, or action at law or in equity under or relating to any bankruptcy, reorganization or arrangement of debt, insolvency, readjustment of debt, receivership, liquidation,

or dissolution law or statute or amendments thereto to be commenced by or against it or against any of its property which remains un-dismissed for a period of 90 days; (viii) shall voluntarily suspend substantially all of its business operations; (ix) shall be merged with, acquired by, or otherwise absorbed by any individual, corporation, or other business entity or organization of any kind except for any individual corporation or other business entity or organization which is controlled by, controlling, or under common control with the Contractor; or (x) shall take action for the purpose of any of the foregoing,

Then the City may, after serving ten (10) days' written notice (or such time set out in the notice in the City's reasonable discretion) on the Contractor and its surety of the City's intention to terminate the services of Contractor, and if within such notice period after serving such notice, the violation is not corrected to City's reasonable satisfaction, may take over the work and prosecute it to completion by contract or by any other method it may deem advisable. The Contractor and the bonding company shall be liable to the City for any reasonable cost occasioned by the City in excess of the amount agreed for such work as provided in this Agreement.

4.2 **HEARING.** The Contractor shall be entitled to a hearing before the City's department head responsible for the Project, or his or her designee(s) upon the issue of termination if it submits a written request there for within seven (7) days of the service of the notice of the City's intent to terminate. The Contractor shall be entitled to be heard at such hearing on the issue of termination. The Contractor shall not bring an action against the City, its officers, agents or employees arising out of or relating to the termination of this Agreement before the decision is issued by the City's hearing officer(s).

4.3 **WAIVER.** Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of any provision of this Agreement shall not be construed to be a modification of the terms of this Agreement, unless stated to be such in writing, signed by the City's authorized representative.

4.4 **CONTINUE PERFORMANCE.** The Contractor shall continue the performance of this agreement to the extent not terminated under the provisions of this Part.

4.5 **REMEDIES NOT EXCLUSIVE.** The rights and remedies of the City provided in this part shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

PART 5. MISCELLANEOUS COVENANTS

5.1 ASSIGNMENT NOT BINDING WITHOUT WRITTEN CONSENT

A. City and Contractor agree no assignment of any right or interest in the Contract Documents will be made without the written consent of the City and the Contractor. No assignment will release or discharge the City or the Contractor from any duty or responsibility under the Contract Documents unless specifically authorized in writing.

B. Contractor shall make no assignment of money that is due without the City's written consent (except to the extent that the effect of this restriction may be limited by law or regulation).

5.2 BINDING TERMS. City and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

5.3 CONTROLLING LAW. This Agreement shall be construed in accordance with and enforced under the laws of the State of Utah.

5.4 ASSIGNMENT. The Contractor shall not assign nor transfer any interest in this agreement without the prior written consent of the City, provided however, that claims for compensation due or to become due the Contractor from the City under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment shall be promptly furnished to City.

5.5 UNENFORCEABLE CONTRACT, WAIVERS. In the event that any provision of this contract shall be ruled invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same provision by the other party.

5.6 ENTIRE AGREEMENT. This contract represents the entire integrated agreement between City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written modification signed by the parties.

5.7 WORKING HOURS. All work performed by the Contractor, its subcontractors, material-men, agents and employees shall be performed during work hours of 7:00 a.m. to 7:00 p.m. Monday through Saturday unless special prior arrangements for other hours have been requested and approved in writing by the Engineer. Contractor shall minimize noise disturbance to the surrounding neighborhood by maintaining efficient noise attenuation devices on all noise generating equipment as determined by the Engineer and Draper City Council.

5.8 **THIRD PARTY RIGHTS.** Nothing herein is intended to confer rights of any kind in any third party.

5.9 **PARTIES' REPRESENTATIVES.** For purposes of notice required or desired by the parties, or communication involving the services under this Agreement, such notice or communication shall be deemed to have been given when personally delivered, or sent by facsimile transmission, or mailed by certified mail, postage pre-paid, to the parties at the following addresses:

Contractor: Contractor's Representative designed at the top of this document, or such other person designated in writing by the Contractor's chief administrative officer, at the Contractor's address set out first above;

Draper City: Engineer, at the address set out first above for the City, or when given to such other person as either of the above representatives shall designate in writing. The designation of any address may be changed by notice given in the same manner as provided in this paragraph.

5.10 **SEVERABILITY.** Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid. If any provision of this Agreement is held invalid or unenforceable with respect to particular circumstances, such provision shall nevertheless remain in full force and effect in all other circumstances.

5.11 **INTERPRETATION.** The parties hereto acknowledge that the Agreement has been prepared after extensive negotiations and the opportunity for each party to review the Agreement with and obtain advice from their respective legal counsel. In construing the Agreement or any Addendum to it, the fact that one party or the other may have drafted its various provisions shall not affect the interpretation of such provisions.

5.12 **CITY'S GENERAL RIGHT TO TERMINATE.** The City may terminate this Agreement for any reason for its own convenience upon notice to the Contractor, provided that the City shall pay Contractor for Work performed by the Contractor, its subcontractors, and materials supplied according to the Contract Documents. The City shall not owe the Contractor, its subcontractors or sub-subcontractors, any of their officers, employees, or suppliers damages for early termination other than as provided in this paragraph.

5.13 **COMMUNICATIONS, MEETINGS.** Contractor's representative shall promptly and fully respond to communications from the City Representative about the Project work, and shall meet with the City Representative about the Project as often at such times as the City Representative shall request.

IN WITNESS WHEREOF, the parties have entered into this agreement on the day and year set out at the top of this Agreement.

DRAPER CITY

DRAPER CITY MAYOR

ATTEST: _____
DRAPER CITY RECORDER

CONTRACTOR

Type or print: _____

Title: _____

ATTEST: (if corporation)

Title: _____

CORPORATE ACKNOWLEDGEMENT

STATE OF _____)

: ss

County of _____)

On the ____ day of _____, 20____, personally appeared before me _____ and _____, who, being by me duly sworn on oath did say that they are the _____ and _____ of _____ corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors; and said persons acknowledged to me that said corporation executed the same.

NOTARY PUBLIC,

Residing in _____

My commission Expires: _____

EXHIBIT A

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS FOR PARTIES CONTRACTING WITH DRAPER CITY

PROJECT: SUNCREST REGIONAL DETENTION BASIN
DATE: MAY 7, 2014

Contracting party shall procure and maintain for the duration of the contract insurance against any claims which may arise from or in connection with the performance of the work hereunder by the contracting party, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contracting party's bid.

A. MINIMUM LIMITS OF INSURANCE

Contracting party shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence, \$2,000,000 aggregate, for bodily injury, personal injury and property damage. Broad Form Commercial General Liability is required.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. "Any Auto" coverage is required.
3. Workers' Compensation and Employer's Liability: (1) Workers' compensation limits as required by the Labor Code of the State of Utah and (2) Employer's Liability limits of \$ 500,000 per accident.

Contracting party shall provide City with copies of certificates for all policies with an endorsement that they are not subject to cancellation without thirty (30) calendar days prior to written notice to the City. The City, its officers and employees, shall be named as additionally insured on the Contracting party's general and automobile liability insurance.

[Return to Agenda](#)

ITEM #8

REQUEST FOR COUNCIL ACTION

To:	Mayor & City Council
From:	Jennifer Jastremsky, AICP, Planner II
Date:	May 20, 2014
Subject:	Salz Cove Minor Subdivision Request
Applicant Presentation:	Boyd Bradshaw, representing Westmark Property LG
Staff Presentation:	Jennifer Jastremsky

RECOMMENDATION:

To approve the request for a Deviation to Street Design Standards and the Minor Subdivision, as unanimously recommended by the Planning Commission, as per the staff report dated March 14, 2014, and to approve the Reimbursement Agreement for storm drain improvements with the following condition(s):

Deviation to Street Design Standards:

1. A deviation to the street design standards is approved. The proposed cul-de-sac shall match Salz Way in its cross section.
2. The modified cross section shall provide an adequate fire turnaround as required by the Unified Fire Authority.

Minor Subdivision:

1. That all requirements of the Draper City Engineering and Public Works Divisions are satisfied throughout the development of the site and the construction of all buildings on the site, including permitting.
2. That all requirements of the Draper City Building Division are satisfied throughout the development of the site and the construction of all buildings on the site, including permitting.
3. That all requirements of the Unified Fire Authority are satisfied throughout the development of the site and the construction of all buildings on the site.
4. That all requirements of the geotechnical report are satisfied throughout the development of the site and the construction of all buildings on the site.
5. Pay all outstanding geotechnical review fees.
6. Address all outstanding redlines prior to Mylar approval.
7. Obtain all necessary easements and approvals for the sanitary sewer system design and placement, including final approval from South Valley Sewer District.
8. That all public improvements be installed prior to the issuance of any building permits.
9. Obtain all necessary easements and approvals for the public storm drain system design and placement, including final approval and execution of the Reimbursement Agreement with Draper City Engineering.

Reimbursement Agreement:

1. Comply with all requirements of the Reimbursement Agreement.
2. That all requirements of the Draper City Engineering and Public Works Divisions are satisfied throughout the development of the site and the construction of all buildings on the site, including permitting.

This application is a request for approval of a Minor Subdivision for approximately 2.62 acres located at the end of Salz Way, an existing dead end street. The property is currently zoned RA2 (Residential Agricultural, 20,000 ft² lot minimum). The applicant is requesting that a five lot subdivision be approved to allow for the development of four new residential lots, and one lot for the existing home. The four new lots will be located on a new cul-de-sac placed at the end of the existing Salz Way dead end road. The fifth lot will be created around an existing home, which contains access from a private lane from Boulter Street. The minimum lot size within the RA2 zone is 20,000 ft². The four cul-de-sac lots will be just over 20,000 ft² and the lot obtaining access from Boulter Street will be 27,577 sf².

A deviation to the street design standards is required. DCMC Section 17-5-030(d) requires City Council approval for modifications to the street design requirements. In addition, per DCMC Section 17-5-030(e), the Unified Fire Authority, Engineering Division and Public Works Division have approved the alternative design. The applicant is proposing to install a cul-de-sac to serve Lots 2-5. This cul-de-sac will be located at the end of the existing public street Salz Way. The deviation is required to allow the cul-de-sac to be designed to the existing cross section of Salz Way, a street that also received a deviation to design standards. The street will be 27-feet wide, with a 23-foot width of asphalt and 2-foot gutter along both sides. There is a sidewalk running along the west side of the existing Salz Way. The cul-de-sac will bring the sidewalk up to and within the cul-de-sac. Given the sidewalk is located on only one side of the street, staff did not require the sidewalk to be taken around the entire cul-de-sac.

In the mid 1990s Salisbury Estates Subdivision was approved and constructed. The public street, Salz Way, conveyed storm runoff north onto an agricultural parcel, near an irrigation ditch, providing a plausible discharge location. At the time, there weren't any public storm drainage facilities nearby in which to connect. Now, Salz Cove Subdivision is developing the discharge location of the existing public storm runoff creating an issue. The developer of Salz Cove Subdivision requested the city collect and convey the public runoff to the existing public storm drainage system.

In the development review process, the subdivision is required to meet the city's development regulations, including storm runoff discharge to a public system. Increasing the project capacity to convey both the new subdivision drainage and the existing public runoff provides a solution to both issues. The total amount of storm drainage runoff was calculated at 74.8% public runoff and 25.2% new project runoff.

The developer is willing to construct and then be reimbursed for the public component for the necessary storm drainage pipeline capacity to handle both the project discharge and to connect to the discharge of Salz Way (Salisbury Estates Subdivision) and connect that system with the existing public storm drainage system in Boulter Street. The cost estimate for the storm drainage project is \$87,200.00, including all the materials, labor, and required easements to cross private property between the Salz Cove Subdivision and Boulter Street. The city would reimburse a maximum of \$65,000 to the developer for the construction of the project.

BACKGROUND AND FINDINGS:

The recommendation for the deviation, subdivision and resolution is based on the following findings:

1. The proposed deviation and overall development plans will not be deleterious to the health, safety, and general welfare of the general public nor the residents of adjacent properties.
 2. The proposed deviation and overall development plans conforms to the general aesthetic and physical development of the area.
 3. The proposed development plans meet the intent, goals, and objectives of the Draper City General Plan.
-

4. The proposed development plans meet the requirements and provisions of the Draper City Municipal Code.
5. The public services in the area are adequate to support the subject development.
6. The DCMC authorizes reimbursement for oversizing public facilities not included in the Capital Improvement Plan.

PREVIOUS LEGISLATIVE ACTION: The Planning Commission forwarded a positive recommendation to the City Council for approval of the Minor Subdivision application and deviation.

FISCAL IMPACT: Finance Review: _____

Existing project savings from GL52-51-1010 will be recommended to be re-budgeted to the Reimbursement Agreement on June 17, the next time the City reopens the Budget. City will reimburse developer up to a maximum of \$65,000.

SUPPORTING DOCUMENTS:

- Reimbursement Agreement
- Staff Report with Supporting Documentation
- Zoning, Land Use & Aerial Maps
- Planning Commission Minutes – March 27, 2014 (as prepared)
- Resident Letters

**REIMBURSEMENT AGREEMENT
SALZ COVE SUBDIVISION STORM DRAINAGE PROJECT**

THIS AGREEMENT is made and entered into as of the ____ day of _____, 20__, by and between DRAPER CITY, a Utah municipal corporation, hereinafter referred to as the “City,” and WESTMARK PROPERTY, LLC, a Utah limited liability company, hereinafter collectively referred to as the “Developer.”

RECITALS:

WHEREAS, Developer owns or has an interest in real property within Draper City and has received land use approval for development of the property as a residential subdivision known as Salz Cove Subdivision; and

WHEREAS, an adjacent existing public street, Salz Way, discharges storm runoff onto said real property necessitating conveyance and discharge to a public storm water system connection point; and

WHEREAS, Developer, per the Draper City Land Use Regulations, must construct a storm water conveyance pipeline and connect to an existing public storm system located nearby; and

WHEREAS, the parties desire to mutually resolve the storm water runoff issue at the subdivision site by jointly constructing a public storm water pipeline from the Development to the public system; and

WHEREAS, both the Developer and the City desire each to bear the cost of the capacity necessary for the capacity within a combined storm drain system separately; and

WHEREAS, the parties desire to commit the Reimbursement Agreement to writing;

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. **Incorporation of Recitals.** The foregoing Recitals are hereby incorporated into this Agreement and are made a part hereof.
2. **Construction of Improvement.** The Developer hereby agrees to construct and install or cause to be constructed and installed storm drainage pipeline and appurtenances, hereafter referred to as “Pipeline,” a public improvement, as more specifically described in Exhibit “A,” and incorporated herein by reference. In addition, all necessary Draper City storm drainage easements across adjacent private properties shall also be recorded and delivered to the City. The Pipeline shall be constructed and installed in accordance with Draper City standards and specifications and engineering drawings, approved by City, and

meeting all applicable City Ordinances, Regulations, and Standards regarding the same. Except where provided by separate agreement, if any, the Developer shall pay for all initial costs associated with constructing and installing the Pipeline. The estimated cost of the improvement is \$87,200, as more specifically described in Exhibit "B" attached hereto and herein by reference.

- 3. **Reimbursement.** Once the City has accepted the Pipeline into Warranty, the City shall reimburse the Developer 74.8% of the Pipeline actual cost or up to the maximum amount of \$65,000. The remaining cost and any amount over and above the City's maximum shall be paid by Developer.
- 4. **Ownership and Maintenance.** The City shall have ownership of Pipeline after completion of construction, inspection, and approval thereof by the City. The City will assume responsibility for maintenance or replacement of the public Pipeline once it is completed by the Developer and accepted by the City subject to any applicable warranty periods.
- 5. **Entire Agreement.** This Agreement contains the entire agreement and understanding of the parties with respect to reimbursement to the Developer for public storm drainage pipeline improvement and supersedes all prior written or oral agreements, representations, promises, inducements or understandings between the parties with regard to any reimbursements to Developer from the City.
- 6. **Severability.** If any section, part, or provision of this Agreement is held invalid, or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Agreement, and all sections, parts, and provisions of this Agreement shall be severable.

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 written.

ATTEST:

DRAPER CITY

City Recorder

By: _____
Mayor

DEVELOPER
WESTMARK PROPERTY LLC

By: _____
It's:

CITY ACKNOWLEDGMENT

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

On the _____ day of _____, 20____, personally appeared before me Troy K. Walker, who being duly sworn, did say that he is the Mayor of DRAPER CITY, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Troy K. Walker acknowledged to me that the City executed the same.

My Commission Expires:

Notary Public

Residing at:

DEVELOPER ACKNOWLEDGMENT

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

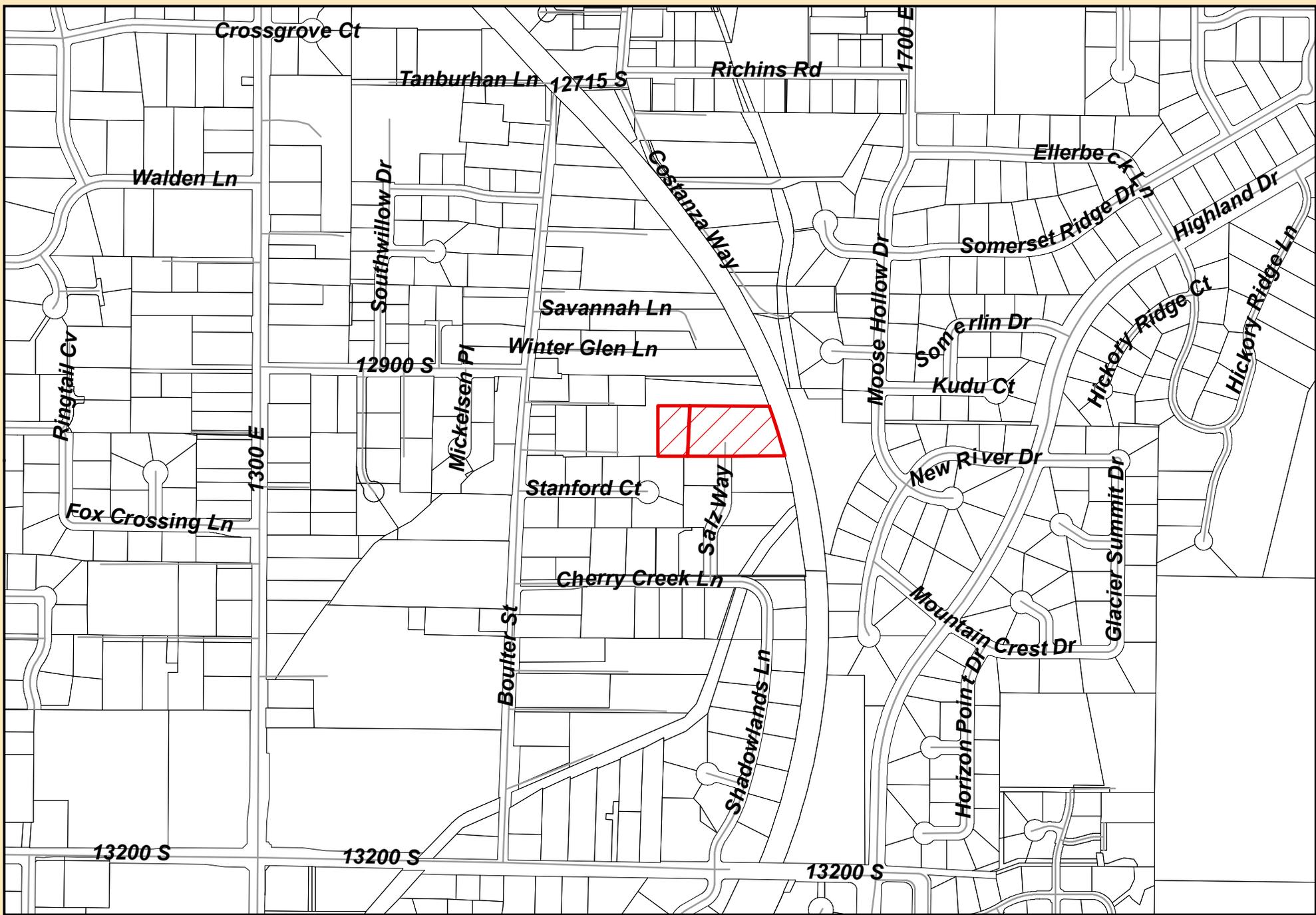
On the _____ day of _____, 20____, personally appeared before me _____, _____ of _____, a Utah limited liability company, the signer of the above instrument, who duly acknowledged to me that the limited liability company executed the same.

My Commission Expires:

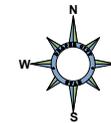
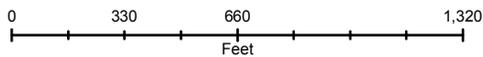
Notary Public
Residing at:

EXHIBIT B

SALZ COVE SUBDIVISION STORM DRAIN PIPELINE COST ESTIMATE*					
Item #	Description	Quantity	Unit	Unit Cost	Item Total
A	24-inch RCP	715	LF	\$40.00	\$28,600.00
B	15-inch RCP	195	LF	\$19.00	\$3,705.00
C	Existing Tie-in	1	EA	\$500.00	\$500.00
D	Manholes, Catch Basins, Boxes	5	EA	\$1,700.00	\$8,500.00
E	Landscape Restoration	1	LS	\$7,500.00	\$7,500.00
F	Traffic Control	1	LS	\$500.00	\$500.00
G	Easements	6,000	SF	\$5.00	\$30,000.00
Subtotal					\$79,305.00
				Contingency 10%	\$7,900.00
Total (Rounded)					\$87,200.00
*Cost Estimate Provided by Boyd Bradshaw, Developer, Salz Cove Subdivision					
Draper City - 74.8% (Rounded)					\$65,000.00
Salz Cove Development - 25.2% (Rounded)					\$22,200.00



Salz Cove Minor Subdivision
Vicinity Map





Development Review Committee

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

STAFF REPORT

March 14, 2014

To: Draper City Planning Commission
Business Date: March 27, 2014

From: Development Review Committee

Prepared By: Jennifer Jastremsky, AICP, Planner II
Planning Division
Community Development Department

Re: Salz Cove Minor Subdivision Request

Application No.: 130904-12955S
Applicant: Boyd Bradshaw, representing Westmark Property LG
Project Location: Approximately 12955 South Boulter St.
Zoning: RA2 (Residential Agricultural, 20,000 ft² lot minimum) Zone
Acreage: 2.62 Acres (Approximately 114,129.2 ft²)
Request: Request for approval of a five lot Minor Subdivision in the RA2 (Residential Agricultural, 20,000 ft² lot minimum) Zone.

SUMMARY

This application is a request for approval of a Minor Subdivision for approximately 2.62 acres located at the end of Salz Way, an existing dead end street. The property is addressed as 12955 South Boulter Street, as the property contains one single family home which obtains access from a private lane to Boulter Street. The property is currently zoned RA2 (Residential Agricultural, 20,000 ft² lot minimum). The applicant is requesting that a five lot subdivision be approved to allow for the development of four new residential lots, and one lot for the existing home.

BACKGROUND

The property contains a single-family house and a couple accessory sheds. The intent of this application is to create a lot for the existing home and its accessory structures, while also creating four new residential lots behind the existing home. While the exiting home is accessed off of Boulter Street, the new lots will be accessed off of Salz Way.

ANALYSIS

General Plan and Zoning. The Land Use Map of the General Plan calls for the *Residential Low/Medium Density* land use designation for the subject property. This category is designed to allow up to two



dwelling units per acre and “includes areas of very large lot single-family neighborhoods and ranchettes.” It also states that “equestrian uses and privileges may exist in certain areas.” The subdivision is in conformance with the existing land use designation. The property has been assigned the RA2 (Residential Agricultural, 20,000 ft² lot minimum) zoning classification, supporting approximately two dwelling unit per acre. The purpose of the RA2 zone is to “foster low density development with little impact on its surroundings and municipal services; to generally preserve the character of the City’s semi-rural areas; and to promote and preserve conditions favorable to large-lot family life, including the keeping of limited numbers of animals and fowl.” The RA2 zoning designation is identified by the General Plan as a preferred zoning classification for the *Residential Low/Medium Density* land use designation. The RA2 zone is located on the east, west and south of the property. The RA1 zone is located to the north of the property.

Subdivision Layout. The subdivision will contain five residential lots. Four of the lots will be located on a new cul-de-sac placed at the end of the existing Salz Way dead end road. The fifth lot will be created around an existing home, which contains access from a private lane from Boulter Street. The minimum lot size within the RA2 zone is 20,000 ft². The four cul-de-sac lots will be just over 20,000 ft² and the lot obtaining access from Boulter Street will be 27,577 sf².

Deviation to Street Design Standards. A deviation to the street design standards is required. DCMC Section 17-5-030(d) requires City Council approval for modifications to the street design requirements. The applicant is proposing to install a cul-de-sac to serve Lots 2-5. This cul-de-sac will be located at the end of the existing public street Salz Way. The deviation is required to allow the cul-de-sac to be designed to the existing cross section of Salz Way, a street that also received a deviation to design standards.

The street will be 27-feet wide, with a 24-foot width of asphalt and 2-foot gutter along both sides. There is a sidewalk running along the west side of the existing Salz Way. The cul-de-sac will bring the sidewalk up to and within the cul-de-sac. Given the sidewalk is located on only one side of the street, staff did not require the sidewalk to be taken around the entire cul-de-sac.

Storm Drainage. A storm detention pond and swale will be constructed along the rear lot lines of Lots 2 and 3, with an easement granted to each lot owner for their storm drainage. The overall storm drainage system will take the drainage from the cul-de-sac along the south property line of Lot 2, into the detention pond, and then out to Boulter Street along the existing private lane which services Lot 1. The applicant still needs to obtain easement rights in order to run the drainage line down the private lane. If said easements are not obtained a redesign of the drainage system will be required. Staff has included a condition of approval with the recommendation requiring any possible redesign to obtain approval from the Engineering Division.

Criteria For Approval. The criteria for review and potential approval of a Minor Subdivision request is found in Section 17-4-060 of the Draper City Municipal Code. This section depicts the standard of review for such requests as:

“Within a reasonable time following the recommended approval of the final plat by the Zoning Administrator, the final plat shall be submitted to the City Council for its review and consideration. The City Council shall not be bound by the recommendations of the Zoning Administrator and may set its own conditions and requirements consistent with this Title. If the City Council determines that the final plat is in conformity with the requirements of this Title, other applicable ordinances, and any reasonable conditions as recommended by the City's staff and Zoning Administrator or on the City Council's own initiative, and that the City Council is satisfied with the final plat of the subdivision, it may approve the final plat. If the City Council

determines that the final plat is not in conformity with this Title or other applicable ordinances, or any reasonable conditions imposed, it may disapprove the final plat specifying the reasons for such disapproval. No final plat shall have any force or effect unless the same has been approved by the City Council and signed by the Mayor and City Recorder.”

REVIEWS

Planning Division Review. The Draper City Planning Division has completed their review of the Minor Subdivision submission and has issued a recommendation for approval for the request without further comment.

Engineering and Public Works Divisions Review. The Draper City Engineering and Public Works Divisions have completed their reviews of the Minor Subdivision submission and have issued a recommendation for approval for the request with the following proposed comments:

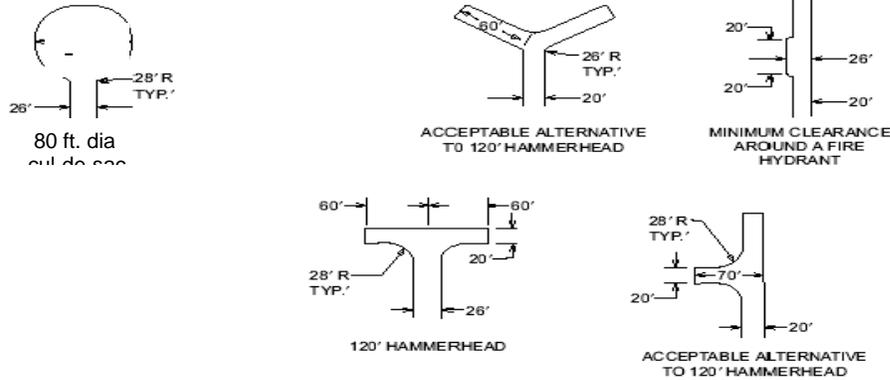
1. Address all outstanding redline comments.
2. Provide drawings for the proposed changes to the storm drain system and the sanitary sewer system for review and approval.

Building Division Review. The Draper City Building Division has completed their review of the Minor Subdivision submission and has issued a recommendation for approval for the request without further comment.

Geotechnical and Geologic Hazards Review. Taylor Geo-Engineering, LLC, in working with the Draper City Building and Engineering Divisions, has completed their review of the geotechnical and geologic hazards report submitted as a part of the Minor Subdivision submission and has issued a recommendation for approval for the request without further comment.

Unified Fire Authority Review. The Unified Fire Authority has completed their review of the Minor Subdivision submission and has issued a recommendation for approval for the request with the following proposed comments:

1. Fire Department Access is required. An unobstructed minimum road width of twenty-six (26) feet and a minimum height of thirteen (13) feet six (6) inches shall be required. The road must be designed and maintained to support the imposed loads of emergency apparatus. The surface shall be able to provide all weather driving capabilities. The road shall have an inside turning radius of twenty – eight (28) feet. There shall be a maximum grade of 10%. Grades may be checked prior to building permits being issued.
 - a. D103.6.1 Roads 20 to 26 feet in width. Fire apparatus access roads 20 to 26 feet wide (6096 to 7925 mm) shall be posted on both sides as a fire lane.
 - b. D103.6.2 Roads more than 26 feet in width. Fire apparatus access roads more than 26 feet wide (7925 mm) to 32 feet wide (9754 mm) shall be posted on one side of the road as a fire lane.
2. Fire Department Approved Turn Around Required. Access roads over 150 feet long shall require an approved turn around. Below is a diagram of approved fire department turn arounds.



3. Fire Hydrants are required there shall be a total of 1 hydrants required spaced at 500ft. increments. The required fire flow for this project is 2000GPM for full 2 hour duration. This will allow up to a 6200 sqft home. Anything larger will require additional fire flow test to determine if sprinklers are needed.
4. Hydrants and Site Access. All hydrants and a form of acceptable temporary Fire Department Access to the site shall be installed and APPROVED by the Fire Department prior to the issuance of any Building Permits. If at any time during the building phase any of the hydrants or temporary Fire Department Access becomes non-compliant any and all permits could be revoked.
5. No combustible construction shall be allowed prior to hydrant installation and testing by water purveyor. All hydrants must be operational prior to any combustible elements being received or delivered on building site.
6. Visible Addressing Required. New and existing buildings shall have approved address numbers plainly legible and visible from the street fronting the property. These numbers shall contrast with their background.
7. Street Signs required and are to be posted and legible prior to building permits being issued. All lots to have lot number or address posted and legible.

Parks & Trails Committee Review. The Draper City Parks and Trails Committee has completed their review of the Minor Subdivision submission and has issued a recommendation for approval for the request without further comment.

Tree Commission Review. The Draper City Tree Commission has completed their review of the Minor Subdivision submission and has issued a recommendation for approval for the request without further comment.

South Valley Sewer District and WaterPro Review. The South Valley Sewer District and WaterPro have each provided approval letters for City Review. An updated letter may be required from the South Valley Sewer District given the proposed changes to the sanitary sewer system.

Noticing. The applicant has expressed their desire to obtain subdivision approval for the subject property and do so in a manner which is compliant with the City Code. As such, notice has been properly issued in the manner outlined in the City and State Codes.

STAFF RECOMMENDATION

Deviation to Street Design Standards:

Staff recommends approval of the request for the Deviation to Street Design Standards for Salz Cove Minor Subdivision by Boyd Bradshaw, representing Westmark Property LG, application # 130904-12955S, subject to the following conditions:

1. A deviation to the street design standards is approved. The proposed cul-de-sac shall match Salz Way in its cross section.
2. The modified cross section shall provide an adequate fire turnaround as required by the Unified Fire Authority.

This recommendation is based on the following findings:

1. The proposed deviation will not be deleterious to the health, safety, and general welfare of the general public nor the residents of adjacent properties.
2. The proposed deviation conforms to the general aesthetic and physical development of the area.

Minor Subdivision:

Staff recommends approval of the request for Salz Cove Minor Subdivision Request by Boyd Bradshaw, representing Westmark Property LG for the five lot subdivision, application # 130904-12955S, subject to the following conditions:

1. That all requirements of the Draper City Engineering and Public Works Divisions are satisfied throughout the development of the site and the construction of all buildings on the site, including permitting.
2. That all requirements of the Draper City Building Division are satisfied throughout the development of the site and the construction of all buildings on the site, including permitting.
3. That all requirements of the Unified Fire Authority are satisfied throughout the development of the site and the construction of all buildings on the site.
4. That all requirements of the geotechnical report are satisfied throughout the development of the site and the construction of all buildings on the site.
5. Pay all outstanding geotechnical review fees.
6. Address all outstanding redlines prior to Mylar approval.
7. Obtain all necessary easements and approvals for the sanitary sewer system design and placement, including final approval from South Valley Sewer District.
8. In order to build the storm drain system as shown in Exhibit F of this staff report, the applicant will be required to obtain all necessary easements from the property owners of the private lane. If such easements are not obtained, then a redesign of the storm drain system shall be required along with approval of the redesign by the Draper Engineering Division. A redesign of the storm drain system may include the provision of a detention pond, and the reallocation of the proposed lots, among other options. In no instance shall any lot size fall below 20,000 square feet in size.

This recommendation is based on the following findings:

1. The proposed development plans meet the intent, goals, and objectives of the Draper City General Plan.
2. The proposed development plans meet the requirements and provisions of the Draper

- City Municipal Code.
3. The proposed development plans will not be deleterious to the health, safety, and general welfare of the general public nor the residents of adjacent properties.
 4. The proposed development conforms to the general aesthetic and physical development of the area.
 5. The public services in the area are adequate to support the subject development.

MODEL MOTIONS

Deviation to Street Design Standards:

Sample Motion for Approval – “I move we forward a positive recommendation to the City Council for a Deviation to Street Design Standards by Boyd Bradshaw, representing Westmark Property LG for the modified cross section for Salz Way, application # 130904-12955S, based on the findings and subject to the conditions listed in the Staff Report dated March 14, 2014 and as modified by the conditions below:”

1. List any additional conditions...

Sample Motion for Denial – “I move we forward a negative recommendation to the City Council for a Deviation to Street Design Standards by Boyd Bradshaw, representing Westmark Property LG for modified cross section for Salz Way, application # 130904-12955S, based on the following findings:”

1. List any additional findings...

Minor Subdivision:

Sample Motion for Positive Recommendation– “I move we forward a positive recommendation to the City Council for the Salz Cove Minor Subdivision Request by Boyd Bradshaw, representing Westmark Property LG for the five lot subdivision, application # 130904-12955S, based on the findings and subject to the conditions listed in the Staff Report dated March 14, 2014 and as modified by the conditions below:”

1. List any additional findings and conditions...

Sample Motion for Denial – “I move we forward a negative recommendation to the City Council for the Salz Cove Minor Subdivision Request by Boyd Bradshaw, representing Westmark Property LG for the five lot subdivision, application # 130904-12955S, based on the following findings:”

1. List findings...

DEVELOPMENT REVIEW COMMITTEE ACKNOWLEDGEMENT

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



Draper City Engineering Division



Draper City Building Division



Draper City Operations Division



Draper City Planning Division



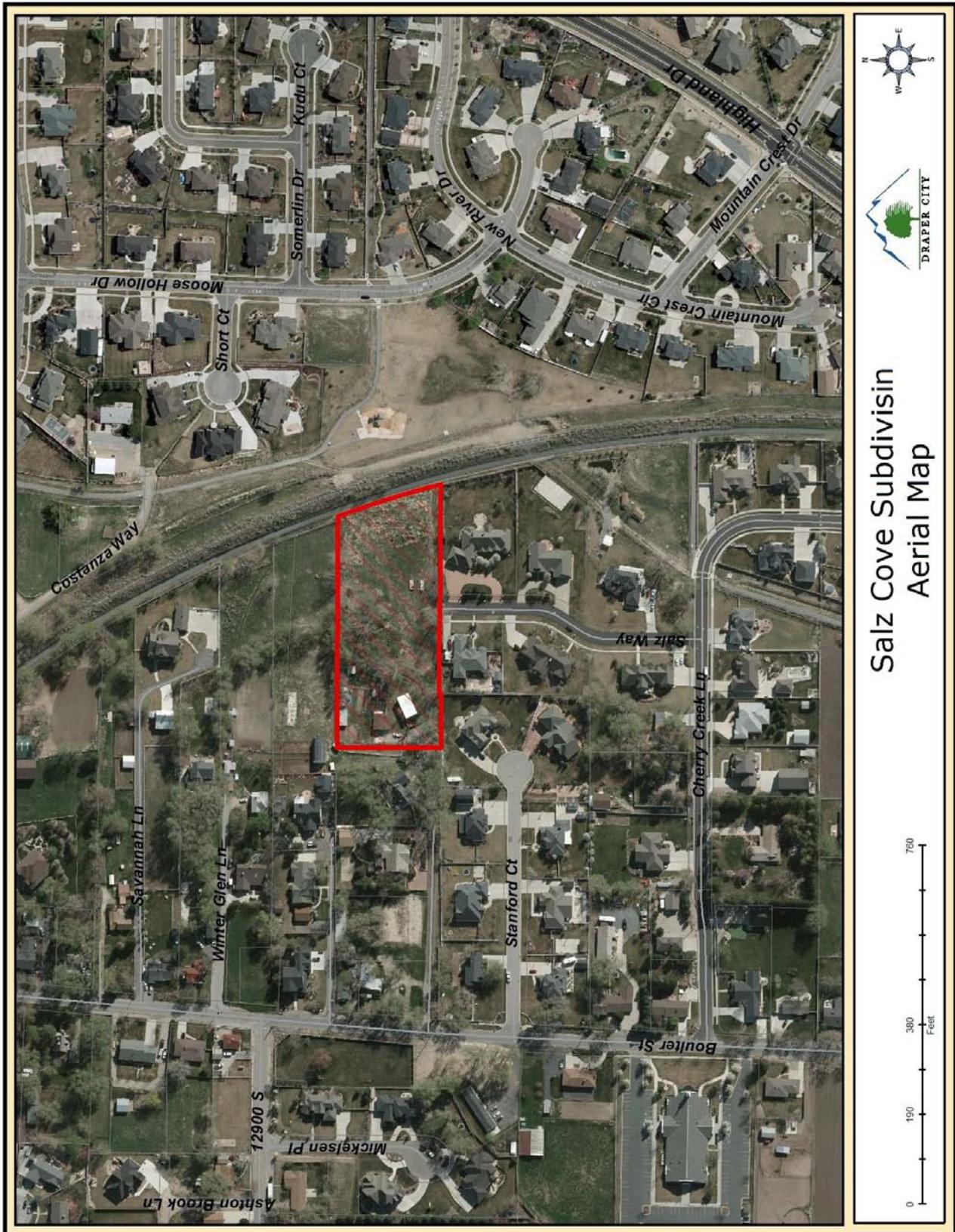
Unified Fire Authority



Draper City Legal Counsel



EXHIBIT A
AERIAL MAP



Salz Cove Subdivision
Aerial Map



**EXHIBIT B
LAND USE MAP**

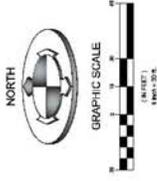


**Salz Cove Subdivision
Land Use Map**

EXHIBIT C
ZONING MAP



EXHIBIT E SITE PLAN

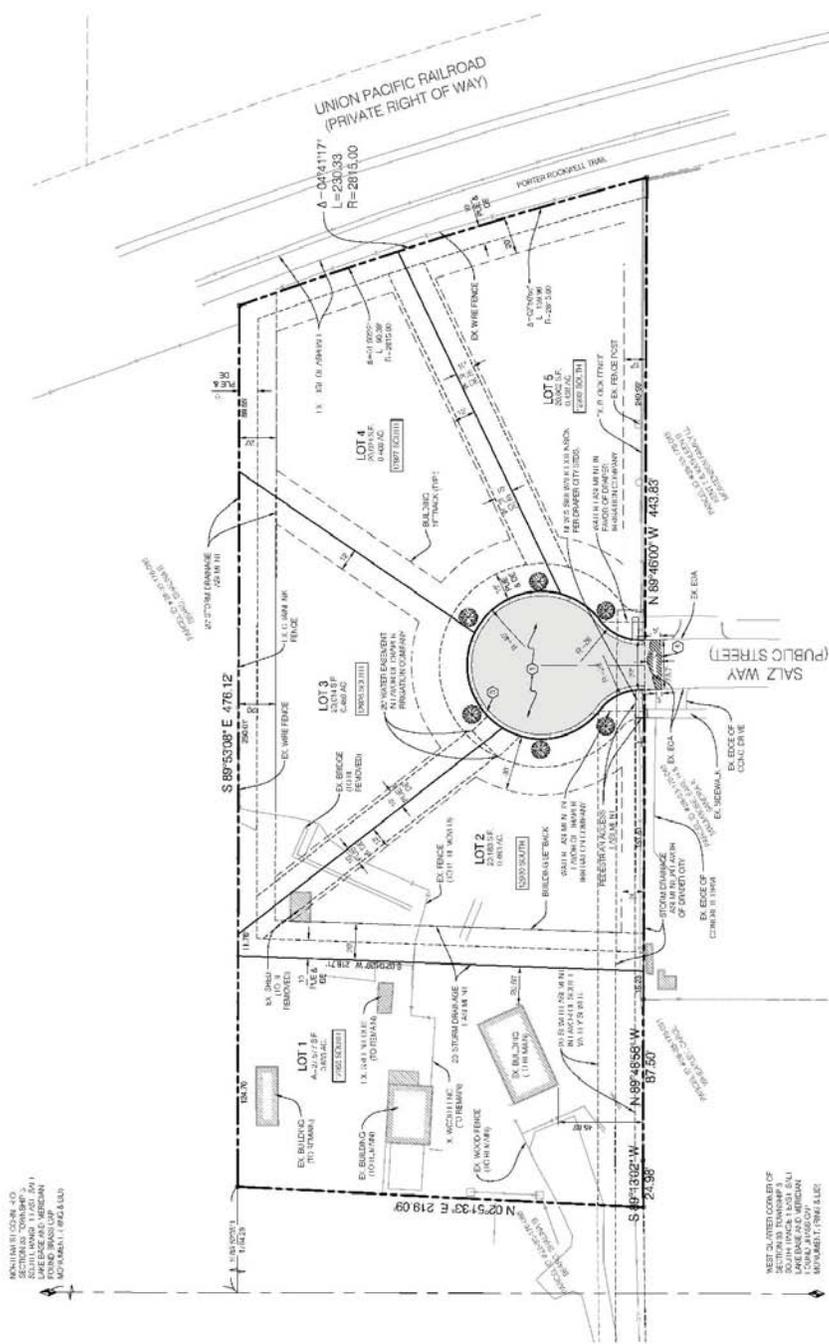


NO.	CONSTRUCTION KEY NOTES REFERENCE	DESCRIPTION	DETAIL
1	1011	ASPH/FLY ASH CONC. DRIVE	1011.01
2	1012	CONCRETE DRIVE	1012.01
3	1013	CONCRETE DRIVE	1013.01
4	1014	CONCRETE DRIVE	1014.01
5	1015	CONCRETE DRIVE	1015.01
6	1016	CONCRETE DRIVE	1016.01
7	1017	CONCRETE DRIVE	1017.01
8	1018	CONCRETE DRIVE	1018.01
9	1019	CONCRETE DRIVE	1019.01
10	1020	CONCRETE DRIVE	1020.01

AREA TABLE	
NO.	%
1	23.2
2	18.8
3	18.8
4	18.8
5	18.8
6	18.8
7	18.8
8	18.8
9	18.8
10	18.8

NOTE: ALL DIMENSIONS ARE IN FEET UNLESS OTHERWISE NOTED.
 ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.

LEGEND:
 STREET TREE
 DEVELOPER TO WORK WITH OWNER
 CITY (O) 1/8" DIA. (1/8" DIA. CITY OF DENVER)



MENTIONED COPLAN AND
 SECTION 10, T11S, R11E, S41
 SECTION 10, T11S, R11E, S41

NEED TO VERIFY COPLAN OF
 SECTION 10, T11S, R11E, S41
 SECTION 10, T11S, R11E, S41
 SECTION 10, T11S, R11E, S41
 SECTION 10, T11S, R11E, S41

EXHIBIT F GRADING & DRAINAGE PLAN

NO.	DESCRIPTION	DETAIL
1	GRADE SITE TO ELEVATIONS AND CONTOURS SHOWN ON PLAN	DETAIL
2	18" DIAMETER RCP CLASS II STORM DRAIN LINE	ACROSS
3	18" DIAMETER RCP CLASS II STORM DRAIN LINE	ACROSS
4	18" DIAMETER RCP CLASS II STORM DRAIN LINE	ACROSS
5	18" DIAMETER RCP CLASS II STORM DRAIN LINE	ACROSS
6	18" DIAMETER RCP CLASS II STORM DRAIN LINE	ACROSS
7	2" O.D. ORANGE PIPE	2-COT 04

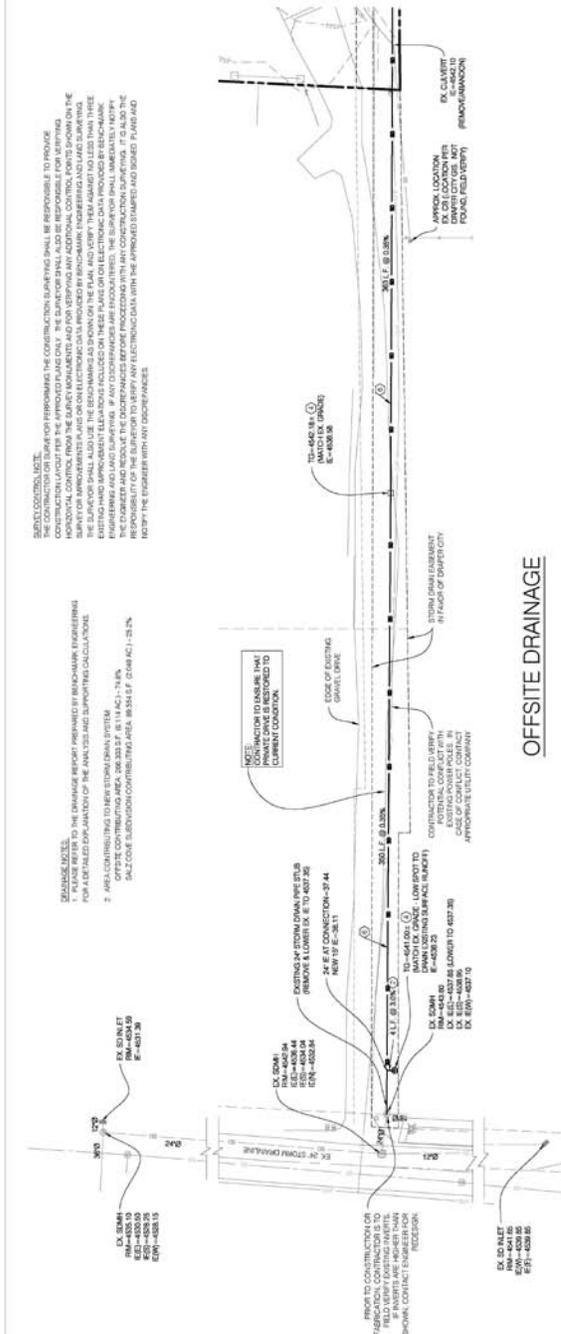
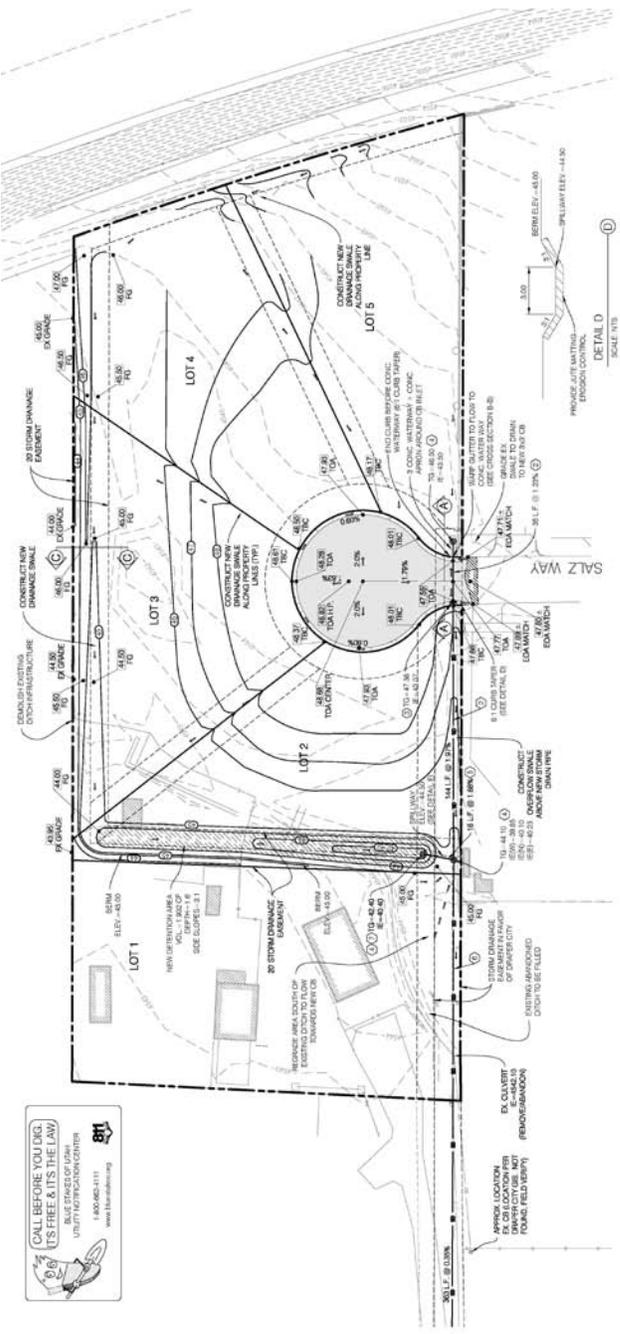
ALL COPE PIPE TO HAVE SOIL TEST - 00V5

CROSS SECTION A-A
SCALE: 1/8" = 1'-0"

CROSS SECTION B-B
SCALE: 1/8" = 1'-0"

CROSS SECTION C-C
SCALE: 1/8" = 1'-0"

DETAIL D
SCALE: 1/8" = 1'-0"



GENERAL NOTES:

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR VERIFYING ANY ADDITIONAL CONTROL POINTS SHOWN ON THE PLAN. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR VERIFYING ANY ADDITIONAL CONTROL POINTS SHOWN ON THE PLAN. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR VERIFYING ANY ADDITIONAL CONTROL POINTS SHOWN ON THE PLAN.
- EXISTING HARDWARE ELEVATIONS SHOWN ON THESE PLANS OR ELECTRONIC DATA PROVIDED BY BENCHMARK SURVEYORS SHALL BE USED TO VERIFY THE ACCURACY OF THE DATA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ANY ELECTRONIC DATA WITH THE SURVEYOR BEFORE PROCEEDING WITH ANY CONSTRUCTION. IT IS ALSO THE RESPONSIBILITY OF THE SURVEYOR TO VERIFY ANY ELECTRONIC DATA WITH THE APPROVED ENGINEER AND BENCHMARK SURVEYORS.

PERMITS:

- PERMITS FOR THE DRAINAGE REPORT PREPARED BY BENCHMARK ENGINEERING SHALL BE OBTAINED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR VERIFYING ANY ADDITIONAL CONTROL POINTS SHOWN ON THE PLAN.
- AREA CONTRIBUTING TO THE STORM DRAINAGE SYSTEM SHALL BE DETERMINED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR VERIFYING ANY ADDITIONAL CONTROL POINTS SHOWN ON THE PLAN.

EXISTING INFRASTRUCTURE:

- EXISTING 18" RCP STORM DRAIN LINE (ELEVATION: 42.00) TO BE REMOVED AND REPLACED WITH 18" RCP STORM DRAIN LINE (ELEVATION: 42.00).
- EXISTING 24" STORM DRAIN PIPE (ELEVATION: 42.00) TO BE REMOVED AND REPLACED WITH 24" STORM DRAIN PIPE (ELEVATION: 42.00).
- EXISTING 18" RCP STORM DRAIN LINE (ELEVATION: 42.00) TO BE REMOVED AND REPLACED WITH 18" RCP STORM DRAIN LINE (ELEVATION: 42.00).

Findings:

1. That at the City Council hearings dated February 21, 2012 and August 21, 2012, the Council approved similar requests pertaining to Lots 36 and 33 of Corner Canyon Vista, which abuts Cove in Corner Canyon on the east. The approvals were based on the Finding of Fact that removing the LOD designation would not cause material injury to the adjacent property owners or to the public interest.
2. That the proposed plat amendment is consistent with the goals and objectives of Draper City's General Plan.
3. That the proposed plat amendment is consistent with Title 17-9 of the Draper City Municipal Code regarding review and approval.
4. That there is good reason to amend the plat, as required by State Code.
5. That the historical purpose of the limit of disturbance restriction was hillside and vegetation preservation, and the applicant's plan to fortify his retaining wall will not be at odds with that purpose.

[6:46:38 PM](#)

- 3.14 Commissioner Player stated he appreciates the efforts of the property owner to address the issue and he hopes any work done on the property will only better the entire area.

[6:46:51 PM](#)

- 3.15 **Vote:** A roll call vote was taken with Commissioners Gundersen, McDonald, Head, Hawker, and Player voted in favor of forwarding a positive recommendation to the City Council.

[6:47:25 PM](#)

- 4.0 **Public Hearing: On the request of Boyd Bradshaw, representing Westmark Property LG for approval of a five-lot Minor Subdivision on 2.62 acres in the RA2 (Residential Agricultural) zone at approximately 12955 South Boulter Street. The application is otherwise known as the Salz Cove Minor Subdivision Request, Application #130904-12955S.**

[6:47:58 PM](#)

- 4.1 **Staff Report:** Using the aid of a PowerPoint presentation and his staff report dated March 14, 2014, Planner Jennifer Jastremsky reviewed the details of the proposed application. She noted the application is a request for approval of a Minor Subdivision for approximately 2.62 acres located at the end of Salz Way, an existing dead end street. She noted the land use designation for the property is low to medium density and the current zoning is RA2, which provides for half-acre lots. She stated the newly proposed subdivision will contain four lots, with a fifth lot containing the existing home located on the subject property; that home will be accessed by a private lane that travels west to Boulter Street. She indicated a deviation from the City's street standards would be required for the subdivision

given that Salz Way does not conform to the existing street standards; it is 27 feet of asphalt with a 12 foot park-strip on one side, a 15 foot park-strip on the other side, and sidewalk on only one side of the street. She noted staff is recommending that the applicant not be required to conform with the Draper City Municipal Code (DCMC) and instead that the new road mirror the existing roads on site; however the existing Salz Way does not have gutter and staff is proposing that the new cul-de-sac include gutter. She noted the storm detention pond and swell will be constructed on lots two and three and the storm drain system will be routed to Boulter Street; the applicant is required to receive a few additional approvals for that design and if those approvals are not granted the applicant must redesign the storm drain system and obtain approval from the City's Engineer. She then reviewed photographs of the general area and the subject property and concluded her report by noting staff recommends approval of the application based on the findings and subject to the conditions listed in the staff report.

[6:51:59 PM](#)

4.2 Commissioner Hawker asked if Boulter Street will be a through street or if it will dead-end at lot 1. Ms. Jastremsky stated Boulter Street runs parallel to Salz Way and will be used as a private lane that serves the existing lots; an additional lot will be created for the existing home on the property.

[6:52:34 PM](#)

4.3 Commissioner Player asked Mr. Wolverton if he is comfortable with the drainage plan, to which Mr. Wolverton answered yes and noted he has listed conditions of approval in the staff report relating to the drainage plan. He added DCMC requires that cul-de-sacs be provided with a diameter of 100-feet; the width of the recommended cul-de-sac meets that 100-foot requirement, but there is no additional width on either side to provide for a park-strip and sidewalk.

[6:54:35 PM](#)

4.4 Applicant Presentation: Boyd Bradshaw, Westmark Property, noted he is hoping the proposed subdivision will solve some of the existing issues on Salz Way, namely the storm drain issues. He has worked with City staff to try to reach the best outcome to address those issues; the design has changed several times to try to meet his needs as well as the requests of the City.

[6:56:02 PM](#)

4.5 Chairperson Johnson asked Mr. Ahlstrom to provide the Planning Commission with a brief summary of the types of public comments and concerns that should have an impact on the Planning Commission's decision when considering this application. Mr. Ahlstrom stated it would be helpful for the Commission to hear comments about any impacts the subdivision would have on the neighboring properties; if such impacts truly exist the Planning Commission can work to mitigate them. He added, however, that the application complies with the DCMC and there is no reason to deny it at this level.

[6:58:09 PM](#)

4.6 Chairperson Johnson opened the public hearing.

[6:58:29 PM](#)

4.7 David Wheatley stated his property borders lot 1 to the south and he has raised concerns about storm drainage relative to this property in the past. He stated he would like to understand the actual design of the storm drain system.

[6:59:42 PM](#)

4.8 Rick Beard stated he did not receive notice of this meeting and was only informed the Planning Commission would be considering this application because his neighbors were notified. He asked that he be notified of all future meetings during which this issue will be discussed. He stated his property borders the subject property on the west and north sides and he keeps horses on his property; he is concerned about the drainage and noted he is not interested in allowing the drainage to run down his lane, which would disturb his existing trees and landscaping. He added he is also concerned about the design of the street, which landlocks his property and will have an impact on any future development opportunities.

[7:01:55 PM](#)

4.9 David Brewer stated he is curious about what the Planning Commission is considering this evening. He noted that in reviewing the DCMC it is his understanding that utility plans must be in place before a minor subdivision plan can be approved. He stated that he does not know of any easements in place to accommodate the routing of the storm drain system on Boulter Street.

[7:02:49 PM](#)

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

[7:02:54 PM](#)

4.11 Mr. Wolverton stated the current proposal is to complete the drainage system by utilizing an existing pipe that is already place and that is the portion of property that the easement is subject to. He reiterated there are conditions of approval dealing with the storm drainage system and until those conditions are met the applicant will not be allowed to proceed. He then stated no landscaping on Boulter Street will be disturbed by the needed storm drain work; there is only one small portion of a ditch in that area that would need to be addressed as it was an open ditch that has been filled in and it will be necessary to establish re-connectivity.

[7:05:49 PM](#)

4.12 Commissioner Gundersen asked staff if Mr. Beard should have been noticed regarding this agenda item. Ms. Jastremsky stated all property owners within a 400 foot radius of the subject property should have received notice of the application, but she will verify that Mr. Beard should have received a notice and that the notice

was sent to the correct mailing address. Mr. Ahlstrom added that the fact that Mr. Beard attended tonight's meeting would defeat any claim in non-notice.

[7:06:37 PM](#)

4.13 The Planning Commission then reviewed the map of the area surrounding the subject property and Ms. Jastremsky noted there are other options for continuing Salz Way given the fact that the applicant is recommending a cul-de-sac in his development. There was a general discussion about the configuration of streets in the area.

[7:09:51 PM](#)

4.14 Mr. Bradshaw re-approached and noted Mr. Beard is one of the first people he approached to determine if he wanted to participate in the development of the area and he declined. He stated for that reason he pursued other options. Commissioner Player stated there may be some challenges associated with the storm drainage issue. Mr. Bradshaw agreed and stated he is prepared to deal with those challenges. He noted there is a 15 foot public utility easement on the property to the south of the subject property and he is proposing to place the storm drain infrastructure in that easement to prevent the need to disturb any other properties in the area. He noted he understands there are many conditions associated with the approval he is requesting tonight and he will explore all options for accommodating storm drainage associated with the development.

[7:13:19 PM](#)

4.15 **Motion – Deviation to Street Design Standards:** Commissioner Head moved to forward a positive recommendation to the City Council for a Deviation to Street Design Standards by Boyd Bradshaw, representing Westmark Property LG for the modified cross section for Salz Way, application # 130904-12955S, based on the findings and subject to the conditions listed in the Staff Report dated March 14, 2014. Commissioner Player seconded the motion.

Conditions:

1. A deviation to the street design standards is approved. The proposed cul-de-sac shall match Salz Way in its cross section.
2. The modified cross section shall provide an adequate fire turnaround as required by the Unified Fire Authority.

Findings:

1. The proposed deviation will not be deleterious to the health, safety, and general welfare of the general public nor the residents of adjacent properties.
2. The proposed deviation conforms to the general aesthetic and physical development of the area.

7:14:06 PM

- 4.16 Commissioner Player stated he feels this development has been well thought out and the proposed development is an appropriate use for the property. Commissioner Gundersen stated it seems unfortunate that it will not be possible to better utilize the property to the north, though she understands the owner of the subject property has the right to do what he would like to with his property. She noted she does not like the proposed configuration of the lots in the subdivision, but that has no bearing on her vote this evening.

7:15:10 PM

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

7:15:48 PM

- 4.18 **Motion – Minor Subdivision:** Commissioner Hawker moved to forward a positive recommendation to the City Council for the Salz Cove Minor Subdivision Request by Boyd Bradshaw, representing Westmark Property LG for the five lot subdivision, application # 130904-12955S, based on the findings and subject to the conditions listed in the Staff Report dated March 14, 2014. Commissioner Head seconded the motion.

Conditions:

1. That all requirements of the Draper City Engineering and Public Works Divisions are satisfied throughout the development of the site and the construction of all buildings on the site, including permitting.
2. That all requirements of the Draper City Building Division are satisfied throughout the development of the site and the construction of all buildings on the site, including permitting.
3. That all requirements of the Unified Fire Authority are satisfied throughout the development of the site and the construction of all buildings on the site.
4. That all requirements of the geotechnical report are satisfied throughout the development of the site and the construction of all buildings on the site.
5. Pay all outstanding geotechnical review fees.
6. Address all outstanding redlines prior to Mylar approval.
7. Obtain all necessary easements and approvals for the sanitary sewer system design and placement, including final approval from South Valley Sewer District.

Condition #8 and Findings are on the next page ...

Conditions Continued:

8. In order to build the storm drain system as shown in Exhibit F of this staff report, the applicant will be required to obtain all necessary easements from the property owners of the private lane. If such easements are not obtained, then a redesign of the storm drain system shall be required along with approval of the redesign by the Draper Engineering Division. A redesign of the storm drain system may include the provision of a detention pond, and the reallocation of the proposed lots, among other options. In no instance shall any lot size fall below 20,000 square feet in size.

Findings:

1. The proposed development plans meet the intent, goals, and objectives of the Draper City General Plan.
2. The proposed development plans meet the requirements and provisions of the Draper City Municipal Code.
3. The proposed development plans will not be deleterious to the health, safety, and general welfare of the general public nor the residents of adjacent properties.
4. The proposed development conforms to the general aesthetic and physical development of the area.
5. The public services in the area are adequate to support the subject development.

[7:16:19 PM](#)

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

[7:17:21 PM](#)

- 5.0 **Public Hearing: On the request of Patti Buckles for approval of a Home Occupation Conditional Use Permit (CUP) in the RA1 Residential zone to allow a cottage business as a home occupation at 1116 East 13800 South. The application is otherwise known at the Sweet Street Bites Home Occupation Conditional Use Permit Request, Application #140224-1116E.**

[7:17:58 PM](#)

- 5.1 **Staff Report:** Using the aid of a PowerPoint presentation and his staff report dated March 18, 2014, Senior Planner Dan Boles reviewed the details of the proposed application. He noted this application is a request for approval of a Home Occupation Conditional Use Permit (CUP) in a home on an approximately 1.55 acre lot located on the south side of 13800 South at 1116 East. He reviewed an aerial map as well as photographs of the property to note identifying characteristics of the property and the home in which the business will be operated. The property is currently zoned RA1 Residential. The applicant is requesting that a Home

Resident Letters

Date: 4/25/14

Dear Jeff Stenquist,

Thank you for taking the time on 4/17/2014 to speak with me regarding some of the concerns my neighbors and I have with the potential storm drain being placed through our properties. After speaking with neighbors, we thought it would be helpful to document some of the concerns we have. Some of our concerns are as follows:

1. One primary concern is the depth and condition of the current pipe that is buried in three of the 5 properties. We have not measured the depth along the complete length of pipe. However, it has been measured at a depth of 4-6 inches at 3 locations. The "City of Draper Drainage Design Criteria" dated October 11, 2012 states: "Minimum Pipe Cover: The pipe cover for storm drains shall generally be three feet. Occasionally, specific site conditions may dictate the use of less cover. In these rare cases, the storm drain shall be designed to ensure that the structural integrity of the system is preserved. In no case shall the cover be less than one foot." When this design criteria was mentioned to Troy Wolverton (city engineer), he told me that this was only applicable to under street locations. This design criterion does not exclude areas or state that it is only applicable under street locations. In addition to Draper's criteria, there are industry standards for the depth that these types of pipes should be buried. One such standard is ASTM D2321-11 "Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications." This standard requires a minimum cover of 24" or one pipe diameter (whichever is larger). According to this standard, the pipe in this situation would need to be buried at least 20 inches.

There are numerous reasons for the above design requirement. It is common to bring vehicles such as trucks, skid steers, concrete trucks, etc. into backyards to haul gravel, mulch, dirt, or do repairs etc. At the current pipe depth, it could be damaged by any of the above activities. The pipe has already been damaged by such an activity in one yard. In addition, at the current depth, it can be easily damaged by common gardening and yard work activities. Utah Title 54 Chapter 8a Section 4 does not require "notice of excavation" if gardening or tilling.

If the accepted standards are not followed, Draper will have an ongoing liability for repairs and possible flood damage due to the depth of the current pipe. In addition, homeowners will always have to worry about their yards being excavated to repair damaged areas.

While we do not want to have our yards dug up, we also do not want to have ongoing pipe damage, flooding and excavation potential.

2. If the current pipe is deemed acceptable, there will still have to be extensive excavation to place proper end fittings. Currently there are different types and

styles of pipes burred, and proper end fitments (required by ASTM standards) have not been installed.

3. If the pipe is installed properly, extensive excavation will have to take place. This excavation will impact numerous landscaping pieces and trees. While we understand that an effort will be made to bring the properties back to original state, it is not possible to replace “like for like” trees. Currently there are approximately 15 mature fruit trees that are within 2 feet of the pipe, over 8 trees that are within 3 feet, over 9 trees that are within 5 feet and at least 1 tree that is rowing over the pipe. With the exception of the fruit trees, the remaining are very large shade and privacy trees. As mentioned above, the current pipe exists in only 3 of the 5 yards. Therefore, even if the current pipe is deemed acceptable, the other two yards will have to be excavated, which will damage trees, landscape etc.
4. There is a main water line, listed on the Stanford Court Plat that intersects the proposed storm drain line. Because there are requirements for the slope/water flow of storm drains, this intersection will have to be evaluated/excavated to determine if the existing water line will impact the requirements. In other words, if going over or under this water line would impede the flow to the extent that design specifications are not met.
5. Finally, it is our understanding that the public utility easement listed on the Stanford Court Plat is for the benefit of Stanford Court, and not a non-joining development. During the last City Planning meeting, the developer stated that a “retention pond” was possible. I also confirmed with Troy Wolverton. The pond will have the least impact on the community and its tax payers.

Thank you for taking the time to speak with me, as well as for taking our concerns into consideration as this project is evaluated.

Best Regards-



Ben Shirley

Return to Agenda

ITEM #9

REQUEST FOR COUNCIL ACTION

To: Mayor & City Council

From: Vivien Pearson

Date: May 12, 2014

Subject: Off Premise Beer License for Whole Foods Market

Applicant Presentation: Michael Ray Jay

Staff Presentation: Keith Morey

RECOMMENDATION:

City Council approval for Off-Premise Alcoholic Beverage License for Whole Foods Market located at 11479 S State St Suite #B

BACKGROUND AND FINDINGS:

Applicant, Michael Ray Jay is applying for an Off-Premise Alcoholic Beverage License for Whole Foods Market. We currently have Twenty (20) Off Premise Alcoholic Beverage Licenses.

PREVIOUS LEGISLATIVE ACTION:

None

FISCAL IMPACT: Finance Review: _____

N/A

SUPPORTING DOCUMENTS:

- Off-Premise Alcoholic Beverage License application and receipt in the amount of \$350.00 to cover application fee.
- Copy of Business License Application.
- Background check document on applicant, Michael Ray Jay.
- Map showing location to be more than 300ft. from the nearest park, church, school, etc. as required by ordinance.
- Diagram of interior of store showing location beer storage.



DRAPER CITY
1020 East Pioneer Road
Draper UT 84020
(801) 576-6530, Fax (801) 576-6526

ALCOHOLIC BEVERAGE LICENSE APPLICATION

Business Name: Whole Foods Market Telephone: 801-676-2200
Business Location: 11479 S. State St., Suite B Draper, Utah 84020

Mailing Address: PO Box 684786 City: Austin State: TX Zip: 78768-4786

Property Owner, if leasing or renting: GRH Draper LLC, MRH Draper LLC, Nilson Draper, LLC Telephone: (208) 376-8522
Property Owner's Address: 855 Broad Street, Suite 300, Boise, Idaho 83702

Business Owner: Whole Foods Market Rocky Mountain/Southwest, L.P. Telephone: 512-542-3743
Home Address: 550 Bowie St. City: Austin State: TX Zip: 78703
e-mail address: jacob.creswell@wholefoods.com

Type of Beer License:

Off Premise Full Service Limited Service Club (Please specify type) On Premise, Non-Tavern

I am applying for Local Consent to obtain a _____ license at the Utah Alcoholic Beverage Commission.

I am not applying for Local Consent.

Date business will begin: 5/30/14

I (we) hereby apply for a license to conduct the above described business within Draper City and as such, do hereby acknowledge and fully understand all Ordinances of Draper City that shall apply and agree to fully comply with all such Ordinances, including but not limited to, Business Licensing, Health and Land Use Regulations. I, Roberta Lang, hereby authorize Draper City to request a background check be completed by the Draper City Police Department or other law enforcement agency in connection with the foregoing application. If my application is for an On Premise Consumption License, I further hereby agree to permit any authorized representative of the Utah Alcoholic Beverage Control Commission, Draper City, Draper Police, or Salt Lake Valley Health Department unrestricted right to enter the business.

The information in this application is governed by Utah State Government Records Access and Management Act (GRAMA). You are required to furnish the information on this form for the purpose of identification and to provide background information to properly assess your application and expedite processing. This information will be used only so far as necessary for evaluating your application. Failure to provide the information may result in the process taking longer or, in some cases, your application may be impossible to process. If you are an "at-risk government employee" as defined in *Utah Code Ann.* § 63-2-302.5, please inform the city employee accepting this application. Draper City does not currently share private, controlled or protected information with any other person or government entity.

Roberta Lang, President Date: 3/21/14

Signature of Business Owner or Agent by written authorization

Off premise Consumption <input checked="" type="checkbox"/>	<u>350.00</u>
On Premise Consumption <input type="checkbox"/>	_____
Total Fee	\$ <u>350.00</u>

Approvals: (Office Use Only)	
<input type="checkbox"/>	City Council Approval Date: _____
<input type="checkbox"/>	Fees Received

300ft-

MIKE JAY 7-1-11

Please Print or Type Application

Account No: 1001



BUSINESS LICENSE APPLICATION

Send all completed and properly signed forms (including attachments as necessary) along with applicable licensing fees to: Draper City Business Licensing, 1020 East Pioneer Road, Draper UT 84020. Questions call (801) 576-6530.

Section 1: Business Information

Name of Business: Whole Foods Market		
Location of Business: 11479 S. State Street	Suite No./Apt. No.: Suite B	
City: Draper	State: UT	Zip Code: 84020
Business Telephone:	Business Fax:	
Property Owner Name: GRH Draper LLC, MRH Draper LLC and Nilson Draper LLC	Telephone : (208) 376-8522	

Section 2: Owner Information

Business Owner: Whole Foods Market Rocky Mountain/Southwest, L.P.		
Owner Home Address: 550 Bowie St.	Suite No./Apt. No.:	
City: Austin	State: TX	Zip Code: 78703
		Telephone: 512-542-3743

Section 3: Business Mailing Address: (This is the address where all license renewal forms will be sent)

<input type="checkbox"/> Same as Section 1	<input type="checkbox"/> Same as Section 2	<input checked="" type="checkbox"/> Send all correspondence to:	
PO Box 684786	City: Austin	State: TX	Zip: 78768-4786
Type of Organization: (include copy of Articles of Incorporation and copy of name registration with State of Utah)			
<input type="checkbox"/> Corporation	<input type="checkbox"/> LLC	<input checked="" type="checkbox"/> LP	<input type="checkbox"/> Partnership
		<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Other:
This business is (place X in appropriate box below)			
<input type="checkbox"/> Home Occupation/Office Only		<input checked="" type="checkbox"/> New Business (Commercial Only)	
		<input type="checkbox"/> Other:	
Sales Tax #: (If applicable) 12388661-005-STC	Federal Tax I.D. #: 74-2737164		
Projected Opening Date for Business: 06/04/2014	E-Mail Address: jacob.creswell@wholefoods.com		

Detailed Description of Business:

Natural Food Grocery Store

This form is an application for a business license. The actual license will be issued only when all inspections have been approved. All information must be accurately completed or the issuance of a license will be delayed. It is a Class "B" Misdemeanor to own or operate a business in Draper City without a current Business License. I/we hereby agree to conduct said business strictly in accordance with the laws and ordinances covering such business, and swear under penalty of law that the information contained herein is true. I/we hereby consent to Draper City performing a background security check with the Draper City Police Department or other law enforcement agency in connection with this application for a business license with Draper City.

Owner/Agent: *Albert Percival*
 Date: 10/7/13 Title: Secretary of Whole Foods Rocky Mountain/Southwest, L.P.

The information in this application is governed by Utah State Government Records Access and Management Act (GRAMMA). You are required to furnish the information on this form for the purpose of identification and to provide background information to properly assess your application and expedite processing. This information will be used only so far as necessary for evaluating your application. Failure to provide the information may result in the process taking longer or, in some cases, your application may be impossible to process. If you are an "at-risk government employee" as defined in Utah Code Ann. § 63-2-302.5, please inform the city employee accepting this application. Draper City does not currently share private, controlled or protected information with any other person or government entity.

Base Fee:	<u>75.00</u>	Office Use Only Approvals: Fire: _____ Bldg. Inspection: _____ Police: _____ P & Z: <u>11.26.14</u> SV Water: _____ SL Co. Health: _____ Animal Control: _____ Other: _____ <input type="checkbox"/> Approved by Business License Official. Fees may be accepted and deposited at this time.
Owner = of Employees:	<u>777.00</u>	
Other Fees (if applicable):		
Total:	<u>852.00</u>	

City of Draper
1020 E Pioneer Road
Draper UT 84020
801-576-6500

Receipt No: 9.022647
Mar 26, 2014

whole foods market

Previous Balance:
.00

BUSINESS LICENSE FEES
11479 s state #b
852.00

11-31-7401
Business Licenses
BUSINESS LICENSE FEES
LIQUOR/BEER LICENSE FEES
350.00

11-31-7403
Liquor/Beer License

Total:
1,202.00

=====
Check:
Check No: 05734194
350.00
Payor:
whole foods market

Check:
Check No: 05737436
852.00
Payor:
whole foods market

Total Paid:
1,202.00
Total Applied:
1,202.00

Change Tendered:
.00

=====
Duplicate Copy
03/26/2014 02:27PM



Department of Public Safety

KEITH D. SQUIRES
Commissioner

Receipt No: 2014076811

State of Utah

GARY R. HERBERT
Governor

SPENCER J. COX
Lieutenant Governor

Criminal History Report

This is an official Utah Computerized Criminal History Report for the following person:

Name: MICHAEL RAY JAY	Date of Birth:
Other Names Used: No other names exist.	
Other Dates of Birth Used: No other birth dates exist.	

NO CRIMINAL RECORD FOUND

This report reflects the criminal history as of: **05/05/2014**

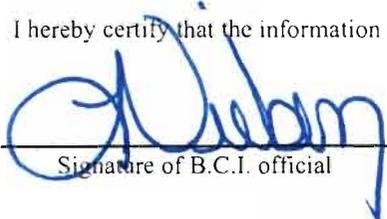
The Bureau of Criminal Identification did not find a match for this individual in the Utah computerized criminal history database.

The database was searched by name only. If there had been a record it would have been verified by fingerprint comparison.

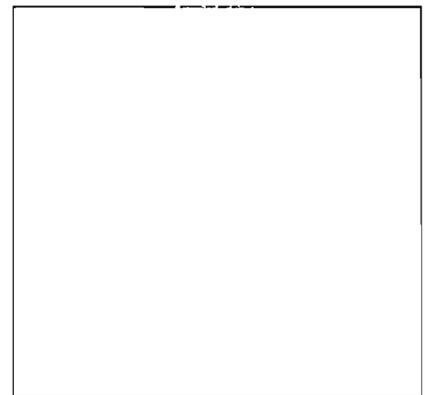
This is a report of search results from the Utah computerized criminal history file only. It does not preclude the existence of juvenile arrests, arrests in other states, or arrests not reported to the Bureau of Criminal Identification.

This report is not valid without the official seal of the State of Utah embossed in the box to the right.

I hereby certify that the information contained in this document is true and correct.

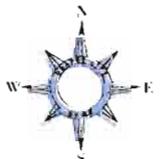
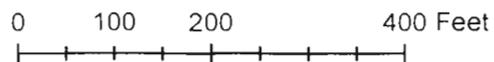


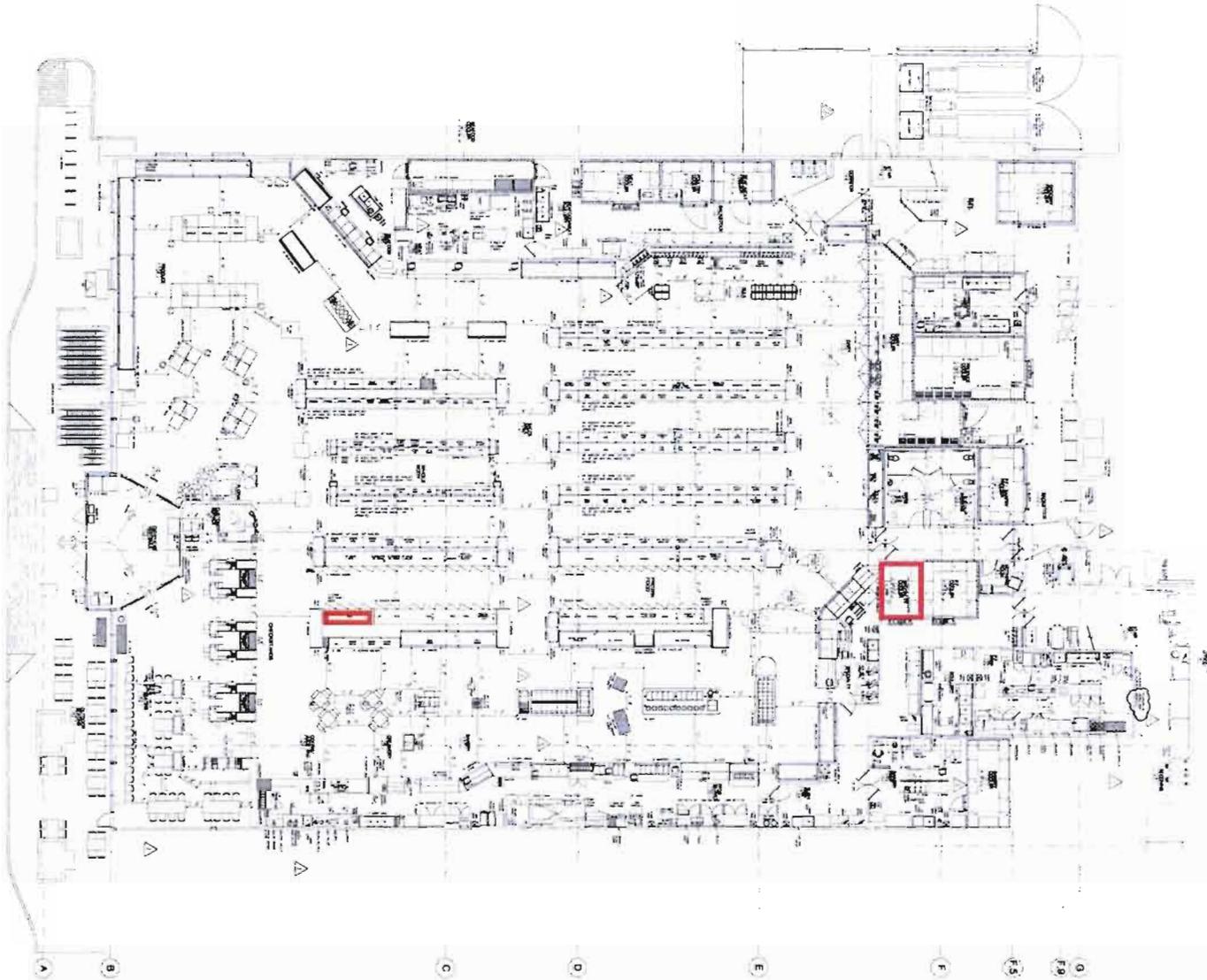
Signature of B.C.I. official





Whole Foods 11479 S State St, 300' Buffer





1 11
15
2
3 28 33
4
48

1 F1.1 FURNITURE PLAN

<p>F1.1</p> <p>FIXTURE PLAN</p>	<p>DATE: 10/11/11</p> <p>BY: [Signature]</p>	<p>WHOLE FOODS</p>	<p>WHOLE FOODS MARKET - DRAPER 11479 S. STATE ST. SUITE B</p>	<p>DRAPER, UTAH</p>	<p>LEFT & RIGHT HAND SIDE</p> <p>DATE: 10/11/11</p> <p>BY: [Signature]</p>



DRAPER CITY

1020 East Pioneer Road
Draper UT 84020

**LOCAL CONSENT
OFF-PREMISE**

Date: _____

Whole Foods Market
11479 S Staate St Suite B
Draper
UT 84020

To Whom It May Concern:

Draper, Salt Lake County _____ (City)(Town)(County) hereby grants its consent to the issuance of an Off-Premise Alcohol License to:

Whole Foods Market
11479 S State St Suite B

pursuant to the provisions of Section 32A-4, Part 3, Utah Code for the purpose of sale, storage and consumption of wine/ beer on the premises. Furthermore, the applicant has met all ordinances and requirements relating to issuance of local business license (s).

Very truly yours,

Mayor, City of Draper

Return to Agenda

ITEM #10

REQUEST FOR COUNCIL ACTION

To:	Mayor & City Council
From:	Jennifer Jastremsky, AICP, Planner II
Date:	May 20, 2014

Subject:	Kellogg Residence Zone Change
Applicant Presentation:	Brandon Lundeen
Staff Presentation:	Jennifer Jastremsky

RECOMMENDATION:

To approve the request for a Zone Change, as unanimously recommended by the Planning Commission, as per the staff report dated April 14, 2014, and as reflected in Ordinance #1108, including its Exhibit "A".

BACKGROUND AND FINDINGS:

This recommendation is based on the following findings:

1. The rezone will make the subject site a Legal Conforming parcel.
2. The rezone is consistent with the goals, objectives and policies of the City's General Plan.
3. The rezone is harmonious with the overall character of the existing development in the vicinity of the subject property.
4. Facilities and services are adequate to serve the 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.

This application is a request for approval of a Zone Change for approximately 0.56 acres located on the west side of 600 East, at approximately 575 E Fox Farm Place. The property is currently zoned RA1 (Residential Agricultural, 40,000 square foot lot minimum). The applicant is requesting that a Zone Change be approved to place the property within the RSD-1-Fox Gate Farms (Residential Special District 1 Fox Gate Farms) zone. The intent is to reduce the minimum lot size requirement in order to allow for a lot line adjustment between the subject property and the neighboring lot to the west.

PREVIOUS LEGISLATIVE ACTION:

The City Council denied a rezone request on August 15, 2006 to rezone this property to the R3 (Single-family Residential) zone. The intent of that previous rezone was to subdivide the property into two lots; however the property is not large enough to meet the minimum 13,000 square foot lot requirement found within the then requested R3 zone.

FISCAL IMPACT: Finance Review: _____

- None

SUPPORTING DOCUMENTS:

- Ordinance #1108 with Exhibits
- Staff Report with Supporting Documentation
- Zoning, Land Use & Aerial Maps
- Planning Commission Minutes – 4/24/14 (as prepared)

ORDINANCE NO. 1108

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF DRAPER CITY FOR APPROXIMATELY 0.56 ACRES OF PROPERTY FROM RA1 (RESIDENTIAL AGRICULTURAL, 40,000 SQUARE FOOT LOT MINIMUM) TO RSD-1-FOX GATE FARMS (RESIDENTIAL SPECIAL DISTRICT 1 FOX GATE FARMS), LOCATED AT APPROXIMATELY 575 EAST FOX FARM PLACE WITHIN DRAPER CITY, OTHERWISE KNOWN AS THE KELLOGG RESIDENCE ZONE CHANGE REQUEST.

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

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

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

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

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

Section 1. Zoning Map Amendment. The following described real property located at approximately 575 East Fox Farm Place within Draper City, Salt Lake County, State of Utah, previously zoned RA1 as shown on the Draper City Zoning Map, as depicted in Exhibit "A" hereto, are hereby changed and rezoned to RSD-1-Fox Gate Farms:

BEG W 985.05 FT & N 5° E 2904 FT & N 123.07 FT & N 88°16'38"W 14.1 FT FR E 1/4 COR SEC 31, T 3S, R 1E, SLM; SD PT BEING N 373.38 FT & W 736.82 FT & N 88°16'38" W 14.1 FT FR SE COR SEC 30, T 3S, R 1E, SLM; N 88°16'38" W 236.01 FT; N 101 FT; S 88°16'38" E 241.7 FT; S 0°42'33" W 23.64 FT; S'LY ALG A 579 FT RADIUS CURVE TO R 48.32 FT; S 5°29'27" W 29.09 FT TO BEG.
0.56 AC M OR L.

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 30 days after final passage, whichever is closer to the date of final passage.

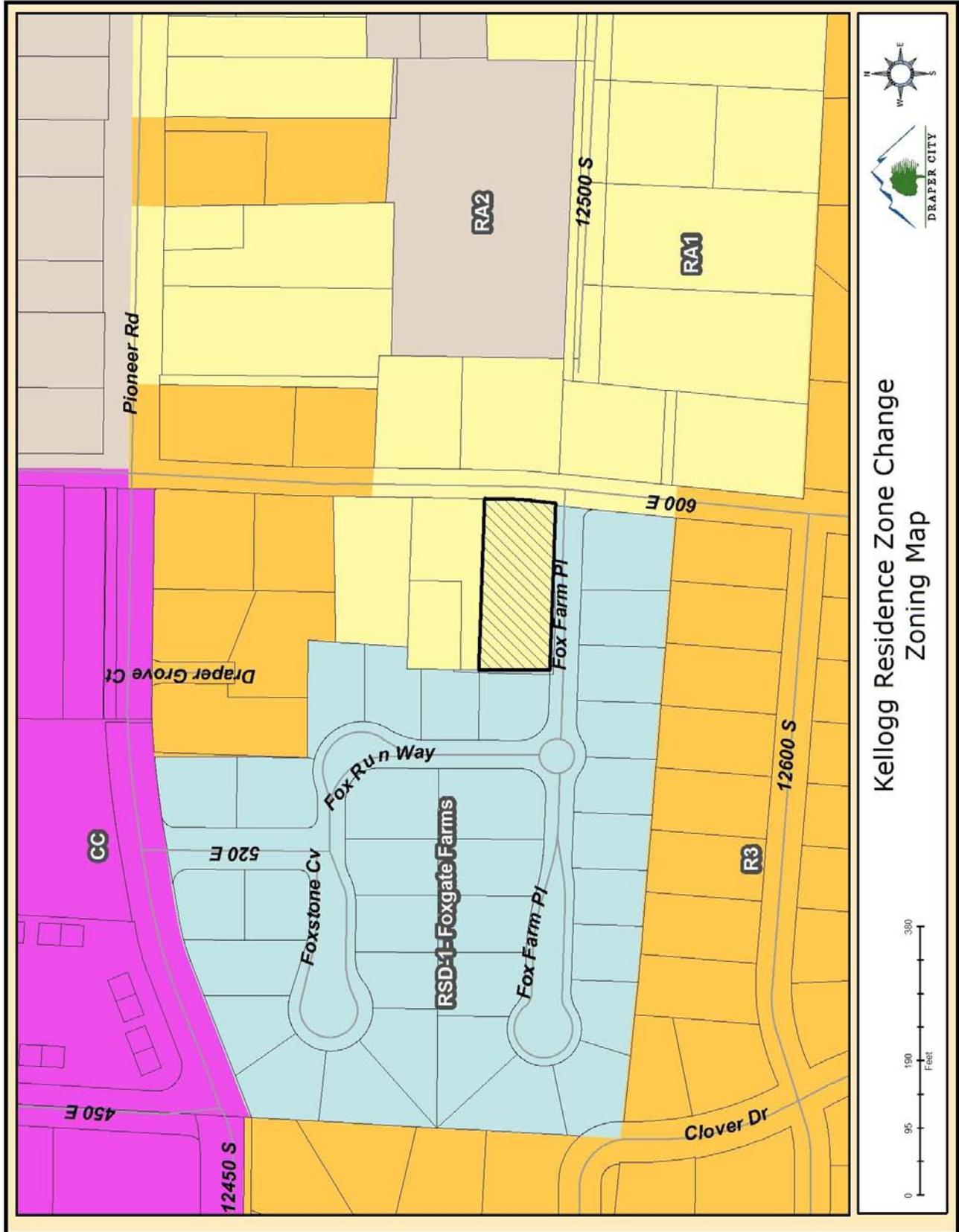
PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, ON THIS ____ DAY OF _____, 2014.

ATTEST:

DRAPER CITY:

By: _____ By: _____
City Recorder Mayor

EXHIBIT A
Kellogg Zone Change





Development Review Committee

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

STAFF REPORT

April 14, 2014

To: Draper City Planning Commission
Business Date: April 24, 2014

From: Development Review Committee

Prepared By: Jennifer Jastremsky, AICP, Planner II
Planning Division
Community Development Department

Re: **Kellogg Residence – Zone Change Request**

Application No.: 140324-575E
Applicant: Brandon Lundeen
Project Location: Approximately 575 E Fox Farm Place
Zoning: RA1 (Residential Agricultural, 40,000 square foot lot minimum) Zone
Acreage: Approximately 0.56 Acres (Approximately 24,393 ft²)
Request: Request for approval of a Zone Change on approximately 0.56 acre site from RA1 (Residential Agricultural, 40,000 square foot lot minimum) zone to the RSD-1-Fox Gate Farms (Residential Special District 1 Fox Gate Farms) zone.

SUMMARY

This application is a request for approval of a Zone Change for approximately 0.56 acres located on the west side of 600 East, at approximately 575 E Fox Farm Place. The property is currently zoned RA1 (Residential Agricultural, 40,000 square foot lot minimum). The applicant is requesting that a Zone Change be approved to place the property within the RSD-1-Fox Gate Farms (Residential Special District 1 Fox Gate Farms) zone. The intent is to reduce the minimum lot size requirement in order to allow for a lot line adjustment between the subject property and the neighboring lot to the west.

BACKGROUND

A rezone request was denied by City Council for this property on August 15, 2006. That request was for the R3 (Single-family Residential) zone. The intent of the previous rezone was to subdivide the property into two lots; however, the property is not large enough to meet the minimum 13,000 square foot lot requirement found within then requested R3 zone.

There is a single-family home on the property which was built in 2007.



ANALYSIS

General Plan and Zoning. The Land Use Map of the General Plan calls for the Residential Medium Density land use designation for the subject property. This category “will typically contain densities which range from two to four single family detached dwellings units per acre.” It further states that “this category also includes small-lot single family neighborhoods or subdivisions” The property has been assigned the RA1 (Residential Agricultural) zoning classification, supporting approximately one dwelling unit per acre. The purpose of the RA1 zone is to “foster low density development with little impact on its surroundings and municipal services; to generally preserve the character of the City’s semi-rural areas; and to promote and preserve conditions favorable to large-lot family life, including the keeping of limited numbers of animals and fowl.” The RA2, R3 and R4 zoning designations are identified by the General Plan as a preferred zoning classification for the Residential Medium Density land use designation. RA1 zoning abuts the subject property on the north and east, and RSD-1-Fox Gate Farms zone abuts on the south and west.

Property Status: The property is currently considered Legal Nonconforming, in that it does not meet the minimum lot size standards. The RA1 zone requires a minimum of 40,000 square feet. The existing parcel has 24,393 square feet of area. The proposed zone RSD-1-Fox Gate Farms minimum lot size is 7,000 square feet; therefore the rezone will make the subject parcel Legal Conforming with City Standards.

A lot line adjustment between the subject site and the neighboring Lot 33 of Fox Gate Farms would be required to meet all lot size and setback requirements. This means the minimum size that would be allowed for the subject property, wherein the property will continue to meet all minimum building setback standards is roughly 16,000 square feet. This means that the applicant would be able to adjust roughly 8,400 square feet of property into Lot 33.

Proposed Zone Conformance: Residential Special Districts are designed to allow for unique residential neighborhoods within the City. The RSD-1-Fox Gate Farms zoning district has specific requirements including overall density, open space, landscaping and architectural standards. The overall maximum density allowed for the Fox Gate Farms zone is 3.2 dwelling units per acre. The expansion of the zone to include the subject property would create an overall density of 3.0 dwelling units per acre. Neighborhood wide open space within the zone is specific and not tied to the number of lots within the zone, therefore no additional common area open space or landscaping would be required. There are landscaping requirements for each specific lot which requires the subject property to contain two trees, at a minimum of 1.5-inch caliper, and landscape all yard areas. The subject property is landscaped and contains three trees within the front yard. The existing home on the subject property was developed by the same builder as Fox Gate Farms and conforms to the architectural standards of the Fox Gate Farms zoning district.

Criteria For Approval. The criteria for review and potential approval of a Zone Change 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 Zone Change submission and has issued a recommendation for approval for the request with the following proposed comments:

1. The rezone will make the subject site a Legal Conforming parcel.
2. The rezone is consistent with the goals, objectives and policies of the City's General Plan.
3. The rezone is harmonious with the overall character of the existing development in the vicinity of the subject property.

Engineering and Public Works Divisions Review. The Draper City Engineering and Public Works Divisions have completed their reviews of the Zone Change submission and have issued a recommendation for approval for the request without further comment.

Noticing. The applicant has expressed their desire to rezone the subject property and do so in a manner which is compliant with the City Code. As such, 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 Zone Change by Brandon Lundeen, application 140324-575E.

This recommendation is based on the following findings:

1. The rezone will make the subject site a Legal Conforming parcel.
2. The rezone is consistent with the goals, objectives and policies of the City's General Plan.
3. The rezone is harmonious with the overall character of the existing development in the vicinity of the subject property.
4. Facilities and services are adequate to serve the 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.

MODEL MOTIONS

Sample Motion for a Positive Recommendation – “I move we forward a positive recommendation to the City Council for the Kellogg Residence Zone Change Request by Brandon Lundeen for the purpose of rezoning the property from RA1 (Residential Agricultural, 40,000 square foot lot minimum) zone to the RSD-1-Fox Gate Farms (Residential Special District 1 Fox Gate Farms) zone, application 140324-575E, based on the findings listed in the Staff Report dated April 14, 2014:”

1. List any additional findings ...

Sample Motion for a Negative Recommendation – “I move we forward a negative recommendation to the City Council for the Kellogg Residence Zone Change Request by Brandon Lundeen for the purpose of rezoning the property from RA1 (Residential Agricultural, 40,000 square foot lot minimum) zone to the RSD-1-Fox Gate Farms (Residential Special District 1 Fox Gate Farms) zone, application 140324-575E, based on the following findings:”

1. List any additional findings...

DEVELOPMENT REVIEW COMMITTEE ACKNOWLEDGEMENT

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



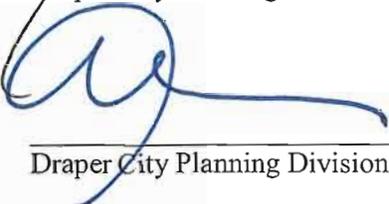
Draper City Engineering Division



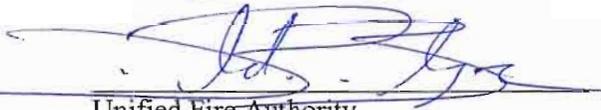
Draper City Building Division



Draper City Operations Division



Draper City Planning Division



Unified Fire Authority



Draper City Legal Counsel

EXHIBIT A

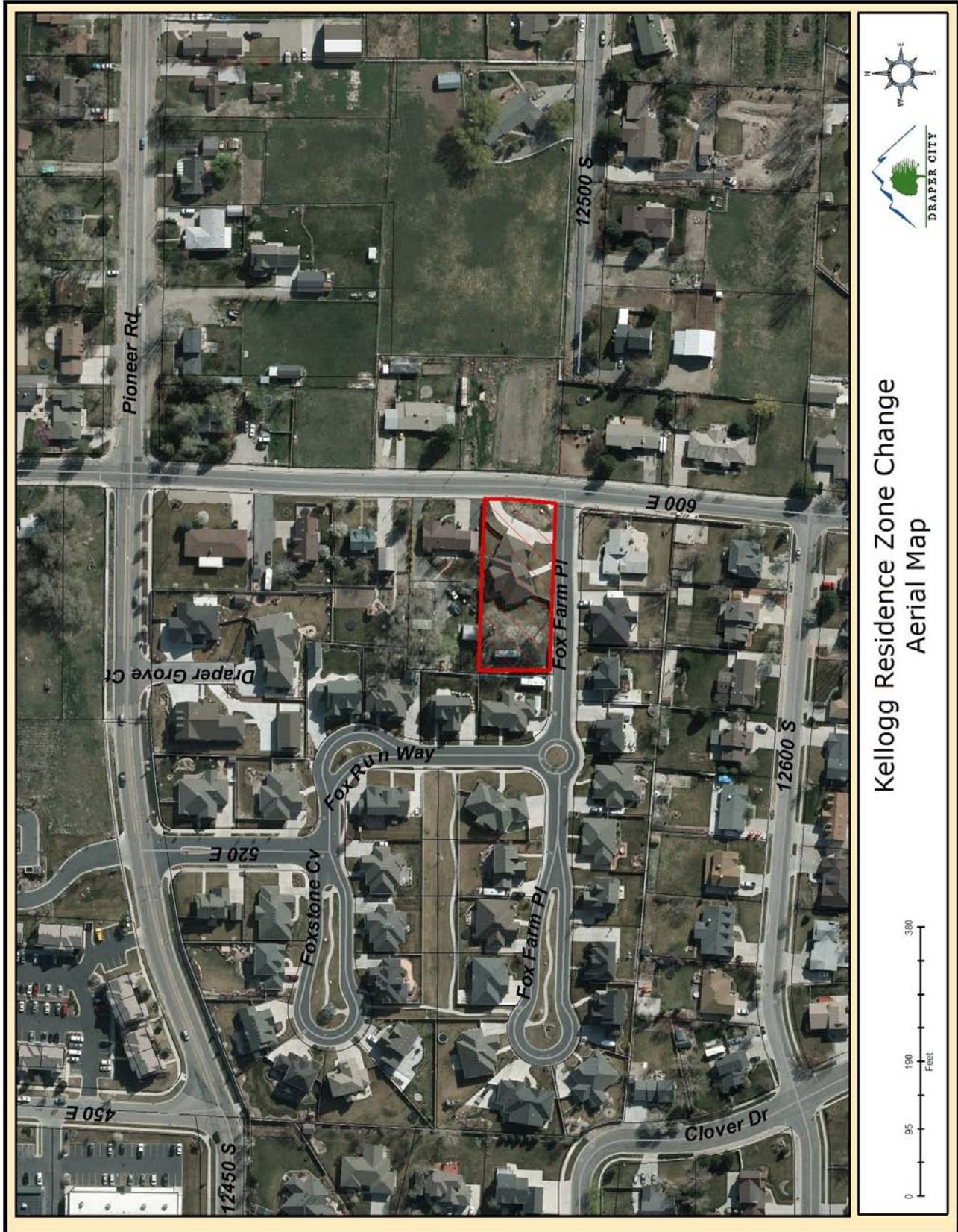


EXHIBIT B

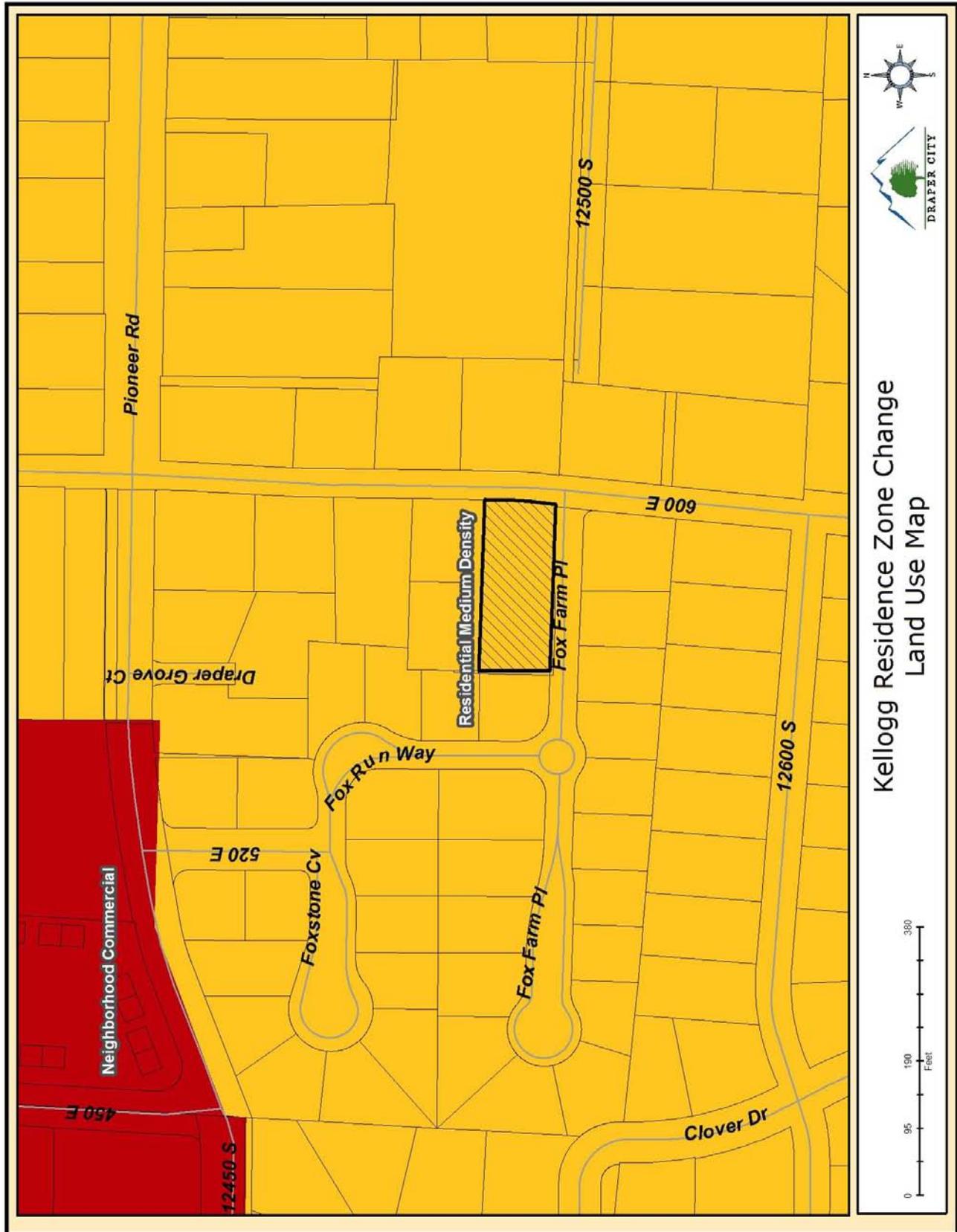


EXHIBIT C

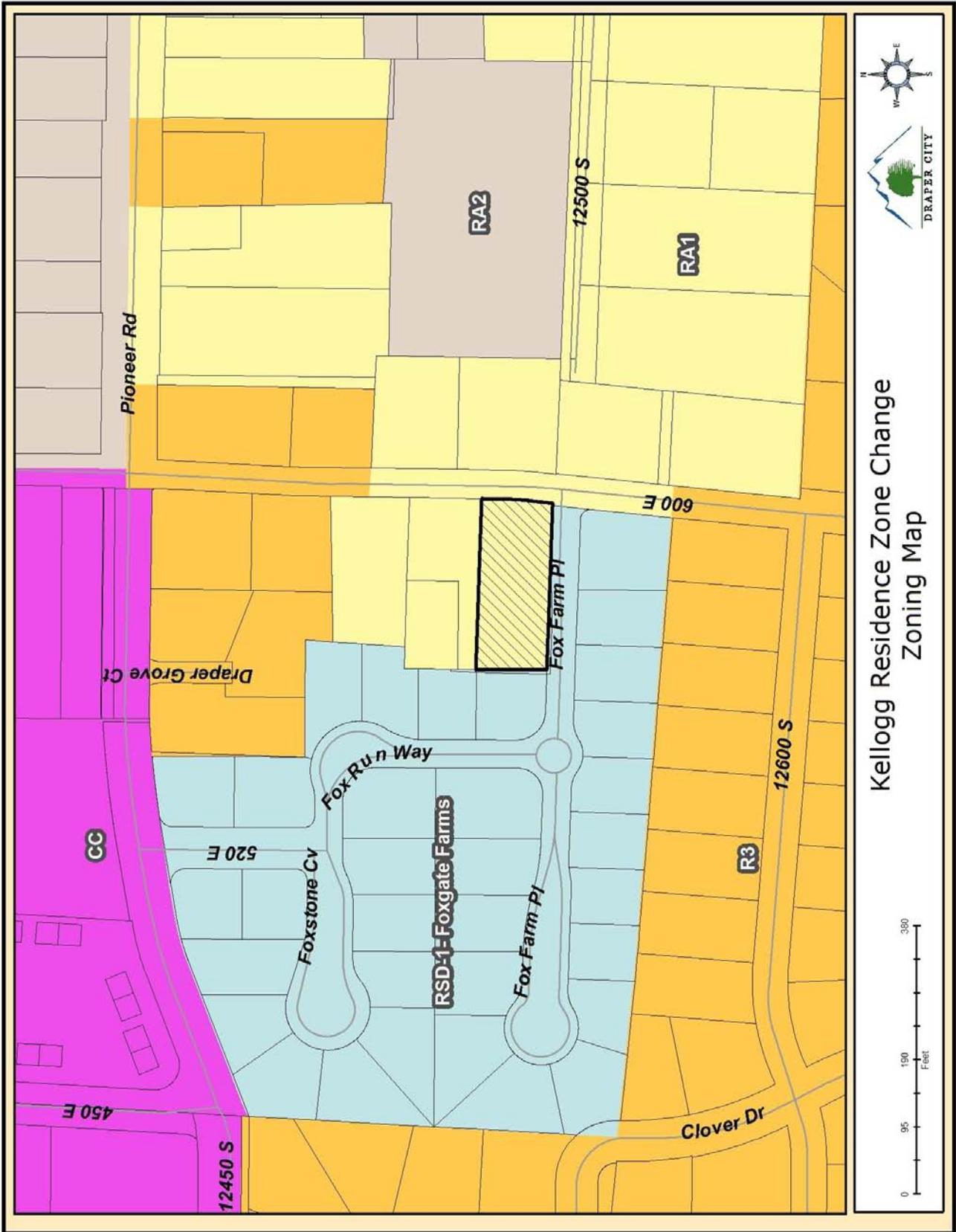
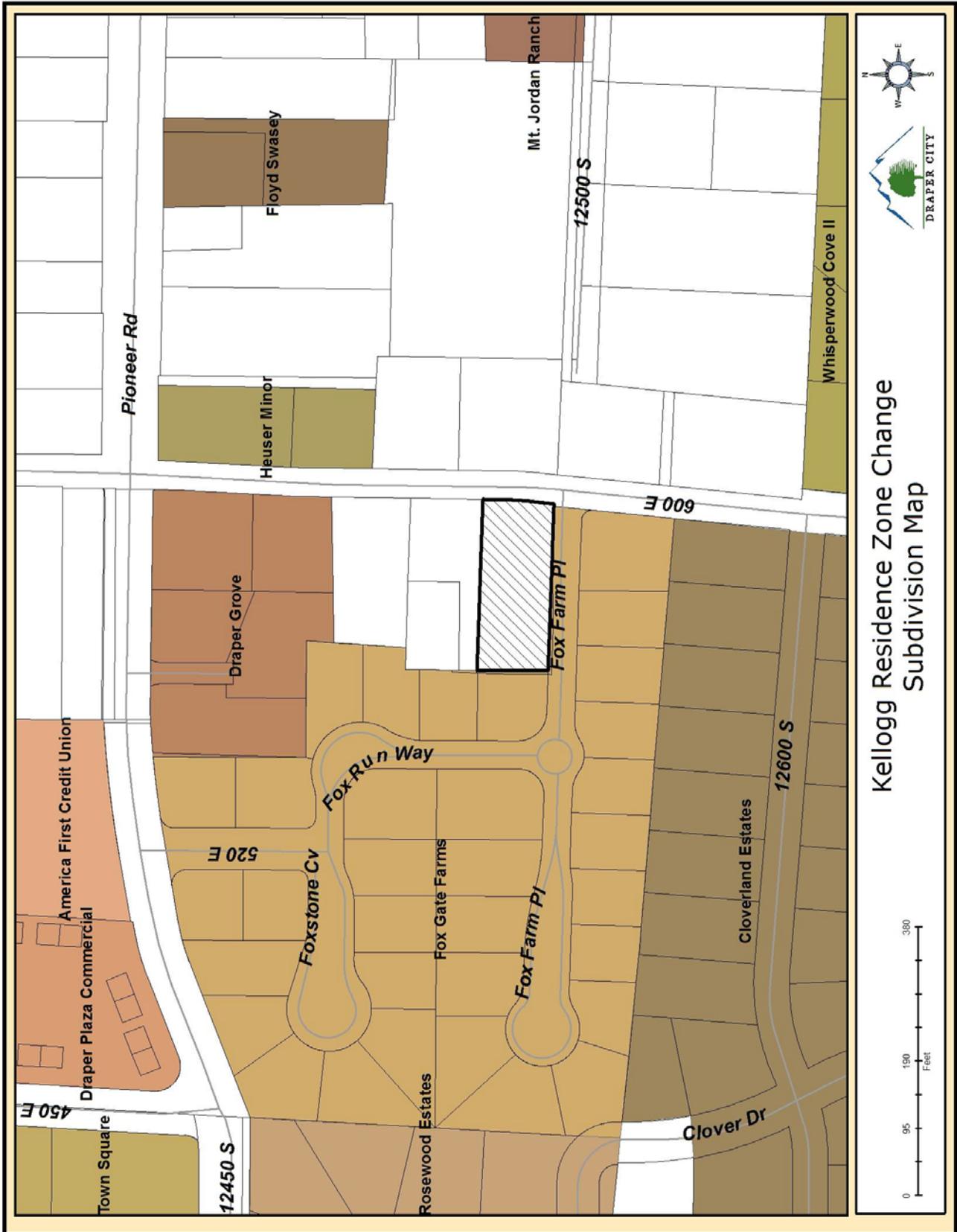
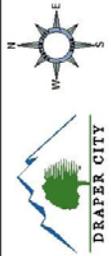


EXHIBIT D



Kellogg Residence Zone Change
Subdivision Map



[6:35:10 PM](#)

- 2.0 **Public Hearing: On the request of Brandon Lundeen for approval of a Zoning Map Amendment changing the zoning designation from RA1 (Residential Agricultural) to the Fox Gate Farms Residential Special District (RSD-1-Fox Gate Farms) on approximately 0.56 acres at about 575 E. Fox Farm Place. The application is otherwise known as the Kellogg Residence Zone Change Request, Application #140324-575E.**

[6:35:25 PM](#)

- 2.1 **Staff Report:** Using the aid of a PowerPoint presentation and her staff report dated April 14, 2014, Planner Jennifer Jastremsky reviewed the details of the proposed application. She noted the intent of the rezone is to reduce the minimum lot size for the subject property to allow the owner to perform a lot line adjustment between the subject property and the property located directly to the west. This will enlarge the property to the west to allow for the construction for an accessory building that will house the owner's recreational vehicles. She noted the property is currently zoned for medium density residential use, which has a preferred development pattern of one-quarter to one-third acre lots; the zoning is RA1. She noted the Residential Special District-1-Fox Gate Farms zone is being requested by the applicant is the same zoning assigned to properties to the west and south of the subject property while the property is bordered by RA1 zoning on the north and east. She reviewed the subdivision map and identified the current boundary of the Fox Gate Farms zone. She then compared the requirements of the RA1 and Fox Gate Farms zones and indicated the subject property is currently considered to be legal non-conforming because it is 24,393 square feet in size and the rezone would make the property legal and conforming to the Draper City Municipal Code (DCMC). She reviewed photographs of the subject property and noted the existing home was built by the same person that developed Fox Gate Farms and it conforms to the requirements within that zoning district, including the landscaping and architecture requirements. The RSD does have a maximum density cap of 3.2 dwellings per acre, so the expansion of the zone to include the subject property would equal an overall density of 3.0 units per acre. She concluded staff recommends a positive recommendation from the Planning Commission based on the findings and subject to the conditions listed in the staff report.

[6:38:15 PM](#)

- 2.2 Commissioner Head inquired as to the direction that the house on the subject property is oriented. Ms. Jastremsky stated the home faces the Fox Gate Farms development and the garage faces 600 East.

[6:38:31 PM](#)

- 2.3 **Applicant Presentation:** Brandon Lundeen, Diversified Design Services, stated that the lot is currently non-conforming and the current property owners would like to combine the property with an adjacent parcel they also own and assign the same zoning to the entire piece of property. This action would allow the property owners to maximize the use of their property.

[6:39:31 PM](#)

- 2.4 Commissioner Player asked if this action will cause the lot to extend to Fox Run Way. Mr. Lundeen answered no and stated the property line will be adjusted to the east. Commissioner Player asked if that means the lot that currently fronts Fox Run Way will be enlarged, to which Mr. Lundeen answered yes.

[6:40:02 PM](#)

- 2.5 Chairperson Johnson opened the public hearing.

[6:40:15 PM](#)

- 2.6 Dustin Haycock stated he lives directly west of the Kellogg home on Fox Run Way. He stated the property directly behind the Kellogg home has been wasted space for some time and it has been run-down with many old vehicles and pieces of equipment stored on it. He stated that he hopes this application is approved and the owner is able to clean-up the land to benefit the entire neighborhood.

[6:41:13 PM](#)

- 2.7 Blaine Anderson stated that he also lives near the Kellogg property and he concurred with what has been said about the property. The owner has already taken down some dead branches in the large trees, which has improved the appearance. He noted he is supportive of approval of this application in order to improve the entire neighborhood.

[6:41:56 PM](#)

- 2.8 There were no additional persons appearing to be heard and the public hearing was closed.

[6:42:06 PM](#)

- 2.9 **Motion:** Commissioner Adams moved to forward a positive recommendation to the City Council for the Kellogg Residence Zone Change Request by Brandon Lundeen for the purpose of rezoning the property from RA1 (Residential Agricultural, 40,000 square foot lot minimum) zone to the RSD-1-Fox Gate Farms (Residential Special District 1 Fox Gate Farms) zone, application 140324-575E, based on the findings listed in the Staff Report dated April 14, 2014. Commissioner Hawker seconded the motion.

Findings:

1. The rezone will make the subject site a Legal Conforming parcel.
2. The rezone is consistent with the goals, objectives and policies of the City's General Plan.
3. The rezone is harmonious with the overall character of the existing development in the vicinity of the subject property.
4. Facilities and services are adequate to serve the 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.

[6:42:44 PM](#)

- 2.10 Commissioner Hawker stated the applicant has done a good job with this application and the neighborhood is supportive of it.

[6:43:01 PM](#)

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

[6:43:32 PM](#)

- 3.0 **Public Hearing: On the request of Shaun Young, representing Rockworks Land LLC, for approval of a Commercial Site Plan in the DC (Destination Commercial) zone regarding the construction of two office buildings on approximately 3.79 acres at about 67 West & 61 West 13490 South. The application is otherwise known as the Reynolds Office Complex Phase II and III Site Plan Request, Application #140224-67W.**

[6:44:02 PM](#)

- 3.1 **Staff Report:** Using the aid of a PowerPoint presentation and her staff report dated April 16, 2014, Planner Jennifer Jastremsky reviewed the details of the proposed application. She stated this application is a request for approval of a Commercial Site Plan for approximately 3.79 acres located at approximately 67 West and 61 West 13490 South in order to add two additional buildings to the existing development as phases two and three. She noted the property is currently zoned DC (Destination Commercial), which encourages destination oriented uses, including office space. She noted one building will be two stories and the other will be three stories in height and both will be surrounded by parking and landscaped spaces with connections to pedestrian walkways; the total office space to be added is 86,000 square feet. She reviewed the parking plan for the development and stated the applicant is requesting a deviation from the parking standards included in the Draper City Municipal Code; the zoning ordinance allows the Planning Commission to allow up to a 25 percent increase in the parking requirement and that is what the applicant is requesting for all three phases of the complex. The total parking proposed for phases two and three is 325 spaces, which includes the 31 additional spaces within phase one. Ms. Jastremsky then also reviewed the landscaping plan and elevation plan for the project as well as images of the site. She concluded staff recommends approval of the application based on the findings and subject to the conditions listed in the staff report.

[6:48:04 PM](#)

- 3.2 **Applicant Presentation:** Rob Reynolds stated he feels Ms. Jastremsky has done an excellent job of explaining the purpose of his application and noted he wants to further emphasize the need for parking as he is being approached by several builders on a daily basis regarding the need for more parking at the subject property. There is a need for increased parking capacity due to the greater utilization of every square foot of the buildings on the property by the current and potential future tenants.

[6:49:13 PM](#)

- 3.3 Commissioner Adams asked Mr. Reynolds if he has lease agreements in place for the buildings. Mr. Reynolds stated that has executed letters of intent from potential tenants of the building.

Return to Agenda

ITEM #11

REQUEST FOR COUNCIL ACTION

To:	Mayor & City Council
From:	Dennis Workman
Date:	5-20-14 for 5-27-14 CC Agenda
Subject:	Galena Park Townhomes Preliminary Plat
Applicant Presentation:	Matt Lepire
Staff Presentation:	Keith Morey

RECOMMENDATION:

To approve the preliminary subdivision plat for Galena Park Townhomes, as recommended by the Planning Commission.

BACKGROUND:

This application is a request for preliminary plat approval on 9.68 acres located on the north side of 12300 South between Galena Park Blvd. and the UTA rail right-of-way. The applicant is requesting preliminary plat approval for a 78-unit townhome development, which will yield exactly eight units per acre. The authority to approve or deny a preliminary plat with over ten lots is vested in the City Council, with the Planning Commission acting as a recommending body.

PREVIOUS LEGISLATIVE ACTION:

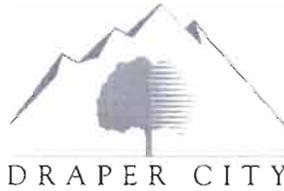
April 24, 2014: Planning Commission reviewed and recommended approval of the preliminary plat.

FISCAL IMPACT: Finance Review: FW

- The plat will divide the property into 78 privately-owned townhome lots with the remainder of the area held in common ownership. As such, the Galena Park Townhomes HOA may contract with the City for garbage/recycle pick-up.

SUPPORTING DOCUMENTS:

- Preliminary Plat
- Staff Report to PC with maps
- Minutes from PC hearing of April 24, 2014



Development Review Committee
1020 East Pioneer Road
Draper, UT 84020
(801) 576-6539 Fax (801) 576-6526

STAFF REPORT
April 11, 2014

To: Planning Commission
Business Date: April 24, 2014

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

Re: Galena Park Townhomes Preliminary Plat

Application No.: 131118-12223S
Applicant: Matt Lepire for D.R. Horton
Project Location: 12223 S. Galena Park Blvd.
Zoning: RM1
Acreage: 9.68 acres
Request: Preliminary plat approval for a 78-unit townhome development

BACKGROUND

This application is a request for preliminary plat approval on 9.68 acres located on the north side of 12300 South between Galena Park Blvd. and the UTA rail right-of-way. The applicant is requesting preliminary plat approval for a 78-unit townhome development, which will yield exactly eight units per acre. The authority to approve or deny a preliminary plat with over ten lots is vested with the City Council, with the Planning Commission acting as a recommending body.

ANALYSIS

General Plan and Zoning. The General Plan currently identifies the subject property as Medium High-Density Residential, which allows up to eight units per acre. The property is zoned RM1 which is consistent with this land use classification. The stated purpose of the RM1 zone district is to “permit well-designed apartments, townhouses, twin homes and condominiums at relatively high densities that are appropriately buffered from and compatible with surrounding land uses.”

Preliminary Plat. The applicant has submitted a preliminary plat for 78 townhomes. Table 9-10-3 of the DCMC requires that all units in the RM1 zone shall have a minimum size of 1,000 square feet; all 78 parcels meet this threshold. Street widths are called out at 30 feet and sidewalks at four feet. Visitor parking stalls are clearly identified, as is the amenities area. The plat shows a 50-foot trail corridor along the east property line containing a 14-foot wide asphalt path with decorative rock between the trail and the townhome units. The plat identifies the townhome parcels to be private property, and all other areas to be common space to be maintained by an HOA. The following two notes will appear on the plat:

- 1) All private streets, storm drainage system and water system shall be owned and maintained by the Home Owner’s Association.
- 2) Landscaping on Galena Park Drive and along trail corridor shall be maintained by the Home Owner’s Association.



Preliminary Plat. The criteria for review and approval of a preliminary plat are found in Section 17-3-040(a) of the Draper City Municipal Code. They are as follows:

The Planning Commission shall make findings specifying any inadequacy in the application, non-compliance with City regulations, questionable or undesirable design and/or engineering, and the need for any additional information which may assist the Planning Commission to evaluate the preliminary plat. The Planning Commission may review all relevant information pertaining to the proposed development including but not limited to the following: fire protection; sufficient supply of culinary and secondary water to the proposed subdivision; sewer service; traffic considerations and the potential for flooding; etc. The Planning Commission shall submit its findings and recommendations regarding approval or disapproval of the Preliminary Plat to the City Council for review and decision.”

STAFF REVIEWS

Planning Division Review. The planning staff issues a recommendation for approval with the following comments and conditions:

1. That a final plat application is submitted in accordance with section 17-4 of the DCMC.

Parks and Trails Committee. The Parks and Trails Committee recommends approval of the proposed plat, which shows a 50-foot trail corridor along the east property line. The corridor will contain a 14 foot asphalt path. The developer will improve the area east of the path with decorative gravel. In the engineering review memo that follows, Brad Jensen and Troy Wolverton provide further details on the design and infrastructure improvements of the public trail.

Engineering Review. In a memo dated April 1, 2014, Troy Wolverton with Draper City Engineering states:

We have reviewed the preliminary plat and site plan amendment application for the subject project and recommend approval subject to conditions. Accordingly, we have included the following comments for your consideration:

General

1. Final plans shall include signature with stamp of the professional engineer.
2. Plans shall depict a 14’ wide asphalt trail/maintenance road that is acceptable to Rocky Mountain Power requirements. Trail alignment shall be adjusted to accommodate a larger curve radius as noted on the red-line check print and to provide a 3’ minimum clearance from any obstacles (fences, poles, etc.). Applicant’s engineer shall verify that guy wire for proposed pole does not conflict with new trail alignment.
3. Plans shall include detail of access control gates to prevent unauthorized motorized vehicles on the trail. A copy of this detail is available from our office and shall be included in the plans.

Plat

4. Plat shall include the existing office condo parcel as a numbered lot, as required by Salt Lake County Recorder’s Office.

- Plat shall indicate existing utility easements and adjacent street right of ways.

Utilities

- A commitment to serve letter will be provided from the city to provide culinary water service upon final approval of the water utility plan and final plat approval.
- Plans shall indicate the installation of a gate valve on the tee for existing fire line to existing office building.
- Plans indicate a proposed street light on Galena Park Drive. Applicant’s engineer shall verify that street light location does not conflict with existing overhead power lines, and make any necessary adjustments. Plans shall specify the Draper City collector street light detail LP-01. A copy of this detail is available from our office and shall be included in the plans.

Building Division Review. In a memo dated December 9, 2013, Keith Collier states that he has no concerns at this stage of development.

Unified Fire Authority Review. In a memo dated January 7, 2014, Don Buckley with the Unified Fire Authority recommends approval with the following conditions and comments:

- Fire Department Access is required.** An unobstructed minimum road width of twenty-six (26) feet and a minimum height of thirteen (13) feet six (6) inches shall be required. The road must be designed and maintained to support the imposed loads of emergency apparatus. The surface shall be able to provide all weather driving capabilities. The road shall have an inside turning radius of twenty – eight (28) feet. There shall be a maximum grade of 10%. Grades may be checked prior to building permits being issued.

a. 2012 International Fire Code Appendix D requirements on street widths:

D103.6 Signs. Where required by the fire code official, fire apparatus access roads shall be marked with permanent ~~NO PARKING—FIRE LANE~~ signs complying with Figure D103.6. Signs shall have a minimum dimension of 12 inches (305mm) wide by 18 inches (457mm) high and have red letters on a white reflective background. Signs shall be posted on one or both sides of the fire apparatus road as required by Section D103.6.1 or D103.6.2.

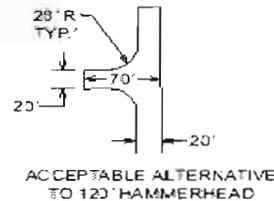
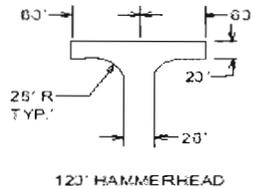
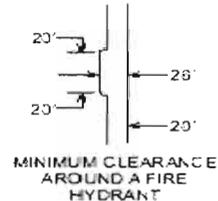
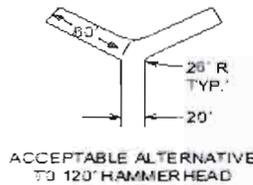
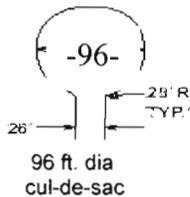


Signs are 12 X 18 inches, metal, and/or made of all weather resistant materials. (D103.6)

D103.6.1 Roads 20 to 26 feet in width. Fire apparatus access roads 20 to 26 feet wide (6096 to 7925 mm) shall be posted on both sides as a fire lane.

D103.6.2 Roads more than 26 feet in width. Fire apparatus access roads more than 26 feet wide (7925 mm) to 32 feet wide (9754 mm) shall be posted on one side of the road as a fire lane.

2. **Fire Department Approved Turn Around Required.** Access roads over 150 feet long shall require an approved turn around. Below is a diagram of approved fire department turn arounds.



3. **Fire Hydrants are required** there shall be a total of 8 hydrants required spaced at 400ft. increments. The required fire flow for this project is 2000GPM for full 2 hour duration. This will allow up to a 6200sqft home. Anything larger will require additional fire flow test to determine if sprinklers are needed.
4. **Hydrants and Site Access.** All hydrants and a form of acceptable temporary Fire Department Access to the site **shall be installed and APPROVED by the Fire Department prior to the issuance of any Building Permits.** If at any time during the building phase any of the hydrants or temporary Fire Department Access becomes non-compliant any and all permits could be revoked.
5. **No combustible construction** shall be allowed prior to hydrant installation and testing by water purveyor. All hydrants must be operational prior to any combustible elements being received or delivered on building site.
6. **Visible Addressing Required.** New and existing buildings shall have approved address numbers plainly legible and visible from the street fronting the property. These numbers shall contrast with their background.
7. **Street Signs required** and are to be posted and legible prior to building permits being issued. All lots to have lot number or address posted and legible.

8. **Developments One –or Two Family Residential Development** where the number of dwelling units exceeds 30 shall be provided with separate and approved fire apparatus access roads and shall meet the requirements of Section D104.3.

(D104.3 Remoteness. Where two access roads are required, they shall be placed a distance apart equal to not less than one half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses.)

Geotechnical Review. In memo dated December 4, 2013, Alan Taylor states: “It is TG’s opinion that GeoStrata has adequately addressed the geotechnical engineering parameters for the subject lots.”

Noticing. Public noticing for preliminary plat has been properly issued in the manner outlined in the City and State Codes.

STAFF RECOMMENDATION

Staff recommends approval of the preliminary plat by Matt Lepire, representing D.R. Horton, application 131118-12223S, subject to the following conditions:

1. That all requirements of the Draper City Engineering Department are satisfied, including the submittal of revised plat drawings showing a 14-foot wide trail.
2. That all requirements of the Unified Fire Authority, as stated in this report, are satisfied.
3. That an amended site plan is approved by the Planning Commission.
4. That a final plat application is submitted in accordance with Chapter 17-4 of the DCMC.

This recommendation is based on the following findings:

1. That the proposed preliminary plat is for a use that is permitted in the RMI zone.
2. That the proposed preliminary plat meets the Draper City ordinances pertaining to plat creation, namely those contained in Chapter 17-3.
3. That the proposed preliminary plat and associated site plan will not be detrimental to the health, safety or general welfare of those persons working or residing in the area.

MODEL MOTION

Sample Motion to Recommend Approval of Preliminary Plat. “I move we forward a positive recommendation to the City Council regarding the Galena Park Townhomes preliminary plat, as requested by Matt Lepire, application 131118-12223S, based on the findings and subject to the conditions listed in the staff report dated April 11, 2014 and as modified by the following:”

1. List any additional findings and conditions.

Sample Motion to Recommend Denial of Preliminary Plat. “I move we forward a negative recommendation to the City Council regarding the Galena Park Townhomes preliminary plat, as requested by Matt Lepire, application 131118-12223S, based on the following findings:”

1. List findings.

6:52:39 PM

- 4.0 **Public Hearing: On the request of Matt Lepire, representing D.R. Horton for approval to amend the Galena Park Townhomes Site Plan at approximately 12223 S. Galena Park Blvd. This application is otherwise known as the Galena Park Townhomes Site Plan Amendment Request, Application #140319-12223S.**

6:53:09 PM

- 4.1 Staff Report: Using the aid of a PowerPoint presentation and his staff report dated April 11, 2014, Planner Dennis Workman reviewed the details of the proposed application. He stated that on February 13, 2014, the Planning Commission approved the site plan for Galena Park Townhomes, which is a 78-unit townhome development on 9.68 acres located on the north side of 12300 South between Galena Park Blvd. and the UTA rail right-of-way. He reviewed the site plan that was approved and noted since that time the applicant has entered into negotiations with Rocky Mountain Power relative to a land swap agreement that will ultimately benefit the entire area by allowing expansion of the existing power substation to the east rather than into the townhome project. This will provide a buffer between the townhomes and 12500 South. He noted the density of the project will not change and he reviewed an amended rendering of the project to identify some of the changes being recommended relative to the trail system and street layout of the project. He noted he feels all the changes being recommended are positive changes and he is hopeful the Planning Commission agrees with that assessment. He concluded staff recommends approval of the application based on the findings and subject to the conditions listed in the staff report.

6:58:36 PM

- 4.2 Commissioner Head inquired as to the location of power poles in relation to the rear of the townhome properties. He stated the poles are behind the townhomes and he reviewed the rendering of the project to identify their exact location. Commissioner Head stated that it appears that one street will be straightened out to line up with Aiden Ridge Drive and he asked if there is a way to give that entire street the same name rather than to maintain two different street names. City Engineer Wolverton stated the difference between the two streets is that one is public and the other is private and the transition in street names is synonymous with the transition in ownership.

7:00:09 PM

- 4.3 Applicant Presentation: Matt Lepire thanked the Planning Commission for their consideration of this application and stated he feels the most significant change in the proposed development is relative to the width of the Rocky Mountain Power right-of-way, which impacts the trail and buffer widths associated with the project.

7:01:03 PM

- 4.4 Commissioner Player stated that when this application was initially considered there was some discussion regarding negotiations between the new owner of the existing office complex in the area and he asked if those negotiations have concluded. Mr. Lepire answered yes and noted that he and the office complex owner have reached an agreement regarding an appropriate buffer between the two uses and there will be a wall erected to provide a barrier between the townhomes and the offices.

7:01:30 PM

4.5 Commissioner Hawker asked Mr. Lepire if he has been working with Rocky Mountain Power before the initial approval or if all negotiations have taken place since approval. Mr. Lepire stated that he did not originally believe there were problems due to the relationship between the development and the Rocky Mountain Power substation, but Rocky Mountain Power later approached him to discuss the relationship between the trail and the substation.

7:02:40 PM

4.6 Commissioner Gundersen inquired as to the origination of the Pixie Drive street name. Mr. Lepire stated it was chosen randomly and has no significance.

7:03:28 PM

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

7:03:28 PM

4.8 **Motion:** Commissioner Adams moved to approve the site plan amendment request by Matt Lepire for the Galena Park Townhomes, as outlined under application 140319-12223S, based on the findings and subject to the conditions listed in the staff report dated April 11, 2014. Commissioner Hawker seconded the motion.

Conditions that all requirements of the original site plan approval of February 13, 2014 remain in force, which are:

1. That all requirements of the Draper City Engineering Department are satisfied throughout development of the site.
2. That all requirements of the Draper City Building Department are satisfied throughout development of the site.

Conditions are continued on the next page ...

Original Conditions Continued:

3. That all requirements of Unified Fire Authority are satisfied throughout development of the site.
4. That a deviation from strict compliance with the architectural standard set forth in Sub. 9-32-030(b)(3) is granted by the Planning Commission.
5. That a final plat application is submitted in accordance with section 17-4 of the Draper City Municipal Code.
6. That all buildings are constructed as shown in the exhibits attached to this staff report.
7. That all landscaping is installed in accordance with the landscape plan attached to this staff report and Chapter 9-23 of the Draper City Municipal Code.
8. That approval of the site plan and plat does not constitute approval of any signage. All signage shall be required to receive separate sign permit approval.
9. That all utility and mechanical equipment shall be clustered and screened by compatible architectural materials or by appropriate vegetation, as required by 9-32-030(b)(6), and that this is field verified prior to issuance of a certificate of occupancy.
10. That, unlike the submitted architectural renderings, there is a variety of garage door colors throughout the project, as required by Sub. 9-32-030(b)(8).
11. That all geotechnical issues outlined in Alan Taylor's memo dated October 23, 2013 are addressed prior to issuance of the first building permit.

12. That with regard to landscaping, *Betula Jacquemontii* is replaced with *Zelkova*, and *Thuja Plicata* is replaced with *Bosnian Pine*.

Staff recommends the following additional condition:

13. That any damage to the landscaping on the office building site that is incurred as a result of fence installation will be repaired by D.R. Horton.

In addition, the original findings made by the Planning Commission on February 13, 2014 are still valid. These are:

1. That the proposed site plan is for a use that is permitted within the RM1 zone.
2. That the proposed site plan meets the Draper City ordinances pertaining to site plan approval, namely those contained in Section 9-32.
3. That the proposed site plan conforms to the requirements, goals and objectives of the General Plan.
4. That the site plan will not be detrimental to the health, safety or general welfare of those persons working or residing in the area.
5. That the proposed site plan provides for ample pedestrian circulation.
6. That the designated crosswalks connecting the non-sidewalk side of the road to the sidewalk side of the road helps to justify the requested deviation from the sidewalk standard.
7. That a deviation from strict compliance with the architectural standards of Sub. 9-32-030(b)(3) is justified because fiber cement siding is a material of exceptional quality, and one that is prevalent in the area, thereby upholding the existing character of the neighborhood.
8. That a landscaping plan was produced and submitted that is in compliance with section 9-23 of the Draper City Municipal Code.

Findings are continued on the next page ...

Original Findings Continued:

9. That tandem parking is appropriate for this project and is allowed by ordinance.
10. That the proposed parking meets the requirements of the Draper City Municipal Code.
11. That pedestrian connectivity and circulation is adequately provided for with a sidewalk on only one side of the street.
12. That an application for preliminary plat is under review concurrent with this application.

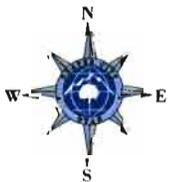
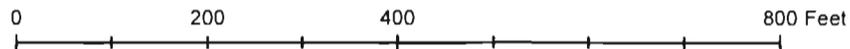
7:03:54 PM

4.9 **Vote:** A roll call vote was taken with Commissioners Gundersen, Player, Head, Hawker, and Adams voting in favor of approving the amended site plan.



Galena Park Place Subdivision and Site Plan

Aerial Map



DRAPER CITY

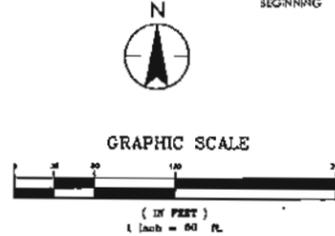
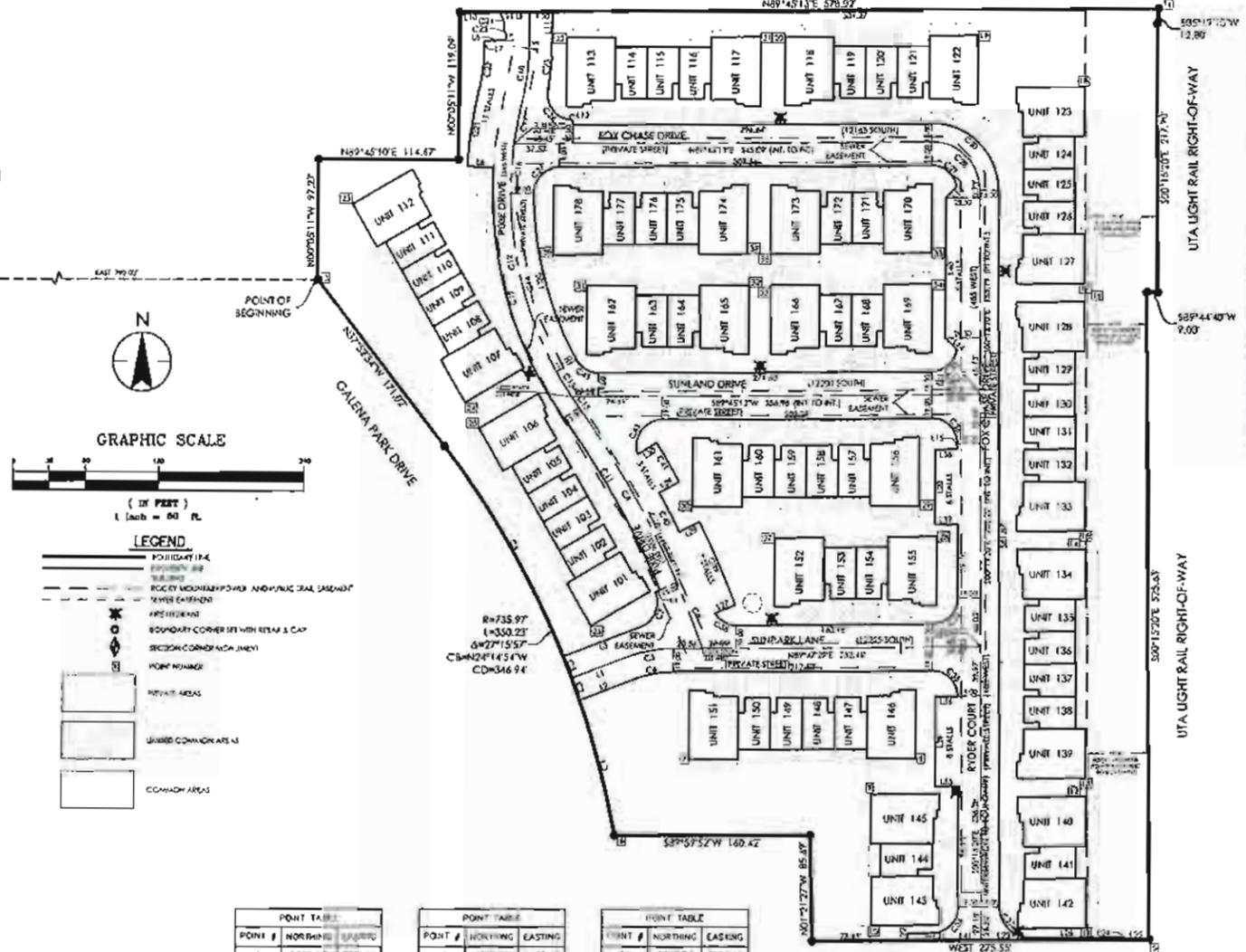
Date: 4/11/2014

GALENA PARK TOWNHOMES AMENDING GALENA PARK OFFICE CONDOMINIUMS

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25
TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
DRAPER CITY, SALT LAKE COUNTY, UTAH
MARCH, 2014

THESE PLANS WERE PREPARED BY STANTEC CONSULTING SERVICES INC. UNDER THE CLOSE PERSONAL SUPERVISION AND CONTROL OF THE PROFESSIONAL ENGINEER AND SURVEYOR SIGNING THESE PLANS.

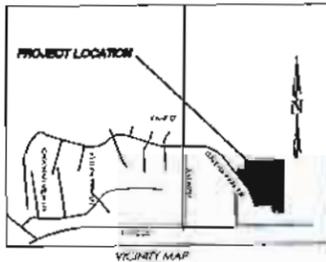
THESE PLANS WERE PREPARED BY STANTEC CONSULTING SERVICES INC. UNDER THE CLOSE PERSONAL SUPERVISION AND CONTROL OF THE PROFESSIONAL ENGINEER AND SURVEYOR SIGNING THESE PLANS.



LEGEND

- BOUNDARY LINE
- EASEMENT
- UTILITY LINE
- RIGHT-OF-WAY
- CORNER MARKER WITH RELAY & CAP
- SECTION CORNER MARKER
- MONUMENT
- POINT MARK
- SHARED COMMON AREAS
- COMMON AREAS

POINT TABLE			POINT TABLE			POINT TABLE		
POINT #	NORTHING	EASTING	POINT #	NORTHING	EASTING	POINT #	NORTHING	EASTING
1	5000.02	5000.00	14	4317.46	6425.46	28	4529.23	5303.27
2	7668.37	4933.75	15	4322.45	6425.41	29	4533.37	5269.75
3	4737.04	5792.40	16	4218.38	6424.56	30	4502.36	6102.84
4	4956.25	6484.76	17	4133.37	6424.31	31	4732.78	6114.32
5	4200.65	5473.83	18	4092.27	6423.80	32	4732.78	6114.40
6	4285.33	6039.89	19	4054.74	6335.79	33	4732.83	6165.41
7	4347.48	6100.75	20	4034.06	6176.22	34	4733.40	6293.45
8	4348.17	6286.67	21	4033.97	6133.21	35	4736.57	6298.45
9	4319.82	6230.36	22	4033.98	6133.71	36	4736.01	6163.60
10	4212.35	6250.84	23	4188.21	6039.63	37	4757.93	6148.60
11	4299.67	6426.35	24	4037.44	6093.33	38	4757.24	5985.69
12	4316.34	6426.37	25	4038.47	6025.90			
13	4331.53	6426.31	26	4100.48	6119.29			



CURVE TABLE

CURVE #	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	735.97	113.88	89°34'11"	113.79
C2	735.97	19.80	1°25'45"	19.87
C3	735.97	19.87	1°25'45"	19.87
C4	735.97	19.87	1°25'45"	19.87
C5	735.97	19.87	1°25'45"	19.87
C6	735.97	19.87	1°25'45"	19.87
C7	735.97	19.87	1°25'45"	19.87
C8	735.97	19.87	1°25'45"	19.87
C9	735.97	19.87	1°25'45"	19.87
C10	735.97	19.87	1°25'45"	19.87
C11	735.97	19.87	1°25'45"	19.87
C12	735.97	19.87	1°25'45"	19.87
C13	735.97	19.87	1°25'45"	19.87
C14	735.97	19.87	1°25'45"	19.87
C15	735.97	19.87	1°25'45"	19.87
C16	735.97	19.87	1°25'45"	19.87
C17	735.97	19.87	1°25'45"	19.87
C18	735.97	19.87	1°25'45"	19.87
C19	735.97	19.87	1°25'45"	19.87
C20	735.97	19.87	1°25'45"	19.87

CHORD TABLE

CURVE #	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C21	735.97	19.87	1°25'45"	19.87
C22	735.97	19.87	1°25'45"	19.87
C23	735.97	19.87	1°25'45"	19.87
C24	735.97	19.87	1°25'45"	19.87
C25	735.97	19.87	1°25'45"	19.87
C26	735.97	19.87	1°25'45"	19.87
C27	735.97	19.87	1°25'45"	19.87
C28	735.97	19.87	1°25'45"	19.87
C29	735.97	19.87	1°25'45"	19.87
C30	735.97	19.87	1°25'45"	19.87
C31	735.97	19.87	1°25'45"	19.87
C32	735.97	19.87	1°25'45"	19.87
C33	735.97	19.87	1°25'45"	19.87
C34	735.97	19.87	1°25'45"	19.87
C35	735.97	19.87	1°25'45"	19.87
C36	735.97	19.87	1°25'45"	19.87
C37	735.97	19.87	1°25'45"	19.87
C38	735.97	19.87	1°25'45"	19.87
C39	735.97	19.87	1°25'45"	19.87
C40	735.97	19.87	1°25'45"	19.87

LINE TABLE

LINE #	LENGTH	DIRECTION	LINE #	LENGTH	DIRECTION
L1	45.87	N49°02'28"W	L23	3.00	S00°00'00"E
L2	45.14	N49°02'28"W	L24	116.49	N00°00'00"W
L3	45.14	N49°02'28"W	L25	2.00	S00°00'00"E
L4	4.67	N45°15'42"E	L26	30.81	N00°00'00"E
L5	26.42	S00°19'32"E	L27	27.11	N00°00'00"W
L6	22.07	N46°45'57"W	L28	18.11	N46°27'11"W
L7	5.30	S02°12'41"W	L29	18.30	N46°34'11"E
L8	18.00	N46°27'41"E	L30	18.30	S00°18'18"W
L9	5.24	N00°06'30"W	L31	18.00	N00°07'15"E
L10	32.47	N46°41'13"E	L32	18.22	N46°41'41"E
L11	25.88	S00°19'32"E	L33	18.30	S00°14'40"W
L12	4.67	S00°14'40"E	L34	18.30	S00°14'40"E
L13	13.92	S44°41'47"E	L35	18.30	S00°14'40"W
L14	13.92	N46°15'22"W	L36	73.00	S00°15'20"E
L15	4.27	N00°18'27"W	L37	113.72	N00°15'20"W
L16	11.00	S00°15'20"E	L38	91.51	N00°00'00"W
L17	19.32	N00°00'00"W			

NOTES

- ALL PRIVATE STREETS, SEWER DRAINAGE SYSTEM AND WATER SYSTEM SHALL BE OWNED AND MAINTAINED BY HOME OWNERS ASSOCIATION (H.O.A.)
- LANDSCAPING ON GALENA PARK DRIVE AND ALONG RAIL CORRIDOR SHALL BE MAINTAINED BY H.O.A. OR HOME OWNERS ASSOCIATION (H.O.A.)
- ALL COMMON AND SHARED COMMON AREAS ARE PUBLIC UTILITY EASEMENTS

SEWER NOTE:

1. THE SEWER MAIN SHALL BE INSTALLED AT THE PROPERTY LINE OF EACH LOT. THE SEWER MAIN SHALL BE INSTALLED AT THE PROPERTY LINE OF EACH LOT. THE SEWER MAIN SHALL BE INSTALLED AT THE PROPERTY LINE OF EACH LOT.

UTILITY NOTES:

1. UTILITIES SHALL HAVE THE RIGHT TO INSTALL, MAINTAIN AND OPERATE THEIR FACILITIES UNDER AND ABOVE GROUND AND TO CROSS ANY PRIVATE PROPERTY AND PUBLIC RIGHTS-OF-WAY.

GENERAL NOTES:

1. THE APPROVALS AND RECORDS OF THIS PROJECT ARE AVAILABLE FOR REVIEW AT THE OFFICE OF THE SURVEYOR.

SURVEYOR'S CERTIFICATE

I, Gregory A. Gates, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 161286 as prescribed under the laws of the State of Utah. I further certify that by authority of the Owner, I have made a survey of the tract of land shown on this plan and described below, and have subdivided said tract of land into lots and streets, hereafter to be known as:

GALENA PARK TOWNHOMES AMENDING GALENA PARK OFFICE CONDOMINIUMS

and that same has been surveyed and staked on the ground as shown on this plan.

BOUNDARY DESCRIPTION

A parcel of land located in the Southwest Quarter of Section 25, Township 3 South, Range 1 West, Salt Lake Base and Meridian, containing more or less than described as follows:

Beginning at the Southeast Corner of Galena Park Office Condominiums as recorded in Book 20067-01 Page 101 in the Salt Lake County Recorder's Office, said point being also on the Northwest Right-of-Way Line of Galena Park Drive, said point being also 50' from the West 225'51" line along the Section Line, and East 772.00 feet from the West Quarter Corner of said Section 25; said bearing thence, along the Boundary Line of said Galena Park Office Condominiums, the following two (2) courses: (1) N00°05'11"W 92.27 feet, (2) N89°45'18"E 114.67 feet thence N00°05'11"W 119.09 feet to the South Boundary Line of 3 feet of Draper 57736 Subdivision Phase 2, as recorded in Book 20067-01 Page 65 in the Salt Lake County Recorder's Office; thence, along said Southern Boundary Line and the Southern Boundary Line of Sunset of Draper Ridge Subdivision Phase 2 Amended, as recorded in Book 20067-01 Page 372 in the Salt Lake County Recorder's Office, N89°45'18"E 578.07 feet to the Northwest Right-of-Way Line of the Utah Transit Authority Railroad, thence along said Western Right-of-Way Line of the Utah Transit Authority Railroad, the following four (4) courses: (1) S65°17'10"W 12.50 feet, (2) S00°15'20"E 217.99 feet, (3) S29°44'40"W 930.00 feet, (4) S00°15'20"E 525.63 feet thence West 375.55 feet, thence N41°21'37"W 85.69 feet to the Southern Boundary Line of the Bunderson Investment Property as recorded as Map # 5209-08-0705 in the Salt Lake County Surveyor's Office, thence, along said Southern Boundary Line, S89°57'32"W 160.42 feet to the Equity Right-of-Way Line of Galena Park Drive, thence, along said Equity Right-of-Way Line, the following two (2) courses: (1) Northwesterly 330.23 feet along the arc of a 735.97 foot radius curve to the left, chord bears N24°14'54"W 345.94 feet; (2) N37°52'42"W 171.02 feet to this Point of Beginning.

Contains: 401,922.52 sq ft or 9.23 AC.



Date: _____
GREGORY A. GATES
P.L.S. No. 161286

OWNER'S DEDICATION

I, the undersigned owner(s) of the herein described tract of land hereby set apart and dedicate the same to the public as shown on this plan and name said gift:

GALENA PARK TOWNHOMES AMENDING GALENA PARK OFFICE CONDOMINIUMS

and do hereby dedicate, grant and convey to Draper City, Utah: (1) all those parts or portions of said tract of land designated as streets, the same to be used as public thoroughfares forever; (2) those certain public utility and drainage easements as shown hereon, the same to be used for the installation, maintenance, and operation of public utility lines and drainage; and (3) those parcels designated as public common areas, parks, and easements, or of similar designation.

In witness whereof, we have hereunto set our hands this _____ day of _____, 20____.

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF _____

On this _____ day of _____, A.D. 20____, I, _____, being duly sworn, acknowledge that the undersigned Mayor, Public, and/or other City of _____ is the official who after being duly sworn, acknowledged to me that _____ a Limited Liability Company, _____, operating under the laws of the State of Utah, is the owner of the above described property for the purposes stated hereon.

MY COMMISSION EXPIRES _____

DRAPER CITY RECORDING NO. _____ COUNTY _____

GALENA PARK TOWNHOMES AMENDING GALENA PARK OFFICE CONDOMINIUMS

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25
TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
DRAPER CITY, SALT LAKE COUNTY, UTAH

RECORDED #

STATE OF UTAH, COUNTY OF SALT LAKE, REC'D _____ THIS _____ DAY OF _____, 20____.

FILED _____

CLERK, SALT LAKE COUNTY RECORDS

Stantec

Stantec Consulting Services Inc.
200 S. 200 E. Ste. 300
Salt Lake City, UT 84143-2940
Tel: 801-381-0000
Fax: 801-381-1871

DRAPER CITY WATER

APPROVED THIS _____ DAY OF _____, A.D. 20____ BY THE DRAPER CITY WATER DEPARTMENT

DRAPER CITY WATER DEPARTMENT

DRAPER CITY ENGINEER'S CERTIFICATE

I HEREBY CERTIFY THAT THE OFFICE HAS EXAMINED THE PLAN AND FINDS IT CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THE OFFICE.

DATE: _____ DRAPER CITY ENGINEER: _____

SALT LAKE VALLEY HEALTH DEPT

APPROVED THIS _____ DAY OF _____, A.D. 20____ BY THE DRAPER CITY PLANNING DEPARTMENT

DRAPER CITY PLANNING DEPARTMENT

SEWER

APPROVED THIS _____ DAY OF _____, A.D. 20____ BY THE IMPROVEMENT DISTRICT

SOUTH VALLEY SEWER DISTRICT DISTRICT MANAGER

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS _____ DAY OF _____, A.D. 20____

DRAPER CITY ATTORNEY

DRAPER MAYOR

PRESENTED TO THE DRAPER CITY COUNCIL THIS _____ DAY OF _____, A.D. 20____ AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

ATTY: _____ CITY REC'D: _____ MAYOR: _____

SHEET 1 OF 2

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ITEM #12

ORDINANCE NO. 1102

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DRAPER, UTAH, AMENDING CHAPTER 3-4 OF THE DRAPER CITY MUNICIPAL CODE PERTAINING TO GOVERNMENT RECORDS ACCESS AND MANAGEMENT BY CHANGING THE APPEAL FROM THE CITY COUNCIL TO THE STATE RECORDS COMMITTEE.

WHEREAS, the City adopted its Draper City Government Records Access and Management (GRAMA) ordinance on December 1, 1998; and

WHEREAS, the City's ordinance makes numerous references to the Utah Government Records Access and Management Act; and

WHEREAS, the City desires to amend the appeals process to allow the appeal to go to the State Records Committee after a denial is upheld by the City Manager; and

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

Section 1. Chapter Amended. Chapter 3-4 of the Draper City Municipal Code is hereby amended to read as attached hereto.

Section 2. Effective date. This ordinance shall be effective immediately upon posting after final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, ON THIS 27th DAY OF MAY, 2014.

ATTEST:

DRAPER CITY

By: _____
Rachelle Conner, City Recorder

By: _____
Troy K. Walker, Mayor

Section 3-4-100 Appeals.

(a) Any person aggrieved by the City's classification of a record or by the City's response to a record request or fee waiver may appeal the determination within 30 days after notice of the City's action to the City Manager by filing a written notice of appeal. The notice of appeal shall contain the petitioner's name, address, phone number, relief sought and shall set forth in detail a statement of the facts, reasons and legal authority relied upon in making the appeal.

(b) If the appeal involves a record that is subject to business confidentiality or affects the privacy rights of an individual, the City Manager shall send a notice of the requester's appeal to the affected person.

(c) The City Manager shall make a determination on the appeal within 30 days after receipt of the appeal. During this 30-day period, the City Manager may schedule an informal hearing or request any additional information deemed necessary to make a determination. The City Manager shall send written notice to all participants of the determination on the appeal and the reasons therefor.

(d) If the City Manager affirms the denial in whole or in part, the denial shall include a statement that the requester has a right to appeal the denial to the State Records Committee within 30 days after date of the City Manager's decision.

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(d) If the City Manager affirms the denial in whole or in part, the denial shall include a statement that the requester has a right to appeal the denial to the City Council State Records Committee within 30 days after date of the City Manager's decision.

~~(e) Any person aggrieved by the City Manager's decision may file a written notice of appeal to the City Council within 30 days of the decision which appeal shall thereafter be scheduled for hearing at a regular or special meeting of the Council. The final decision of the City Council shall be by majority vote of a quorum of the Council. The City Council shall prepare a written decision indicating the Council's determination of the appeal and the reasons therefor. A copy of the written decision shall be sent to all parties to the appeal.~~

~~(f) If the City Council affirms the denial, in whole or in part, the person may petition for judicial review in district court as provided in Section 63G-2-404 of the Act.~~