



CITY COUNCIL AGENDA

Notice is hereby given that the Draper City Council will hold a **Business Meeting** on **Tuesday, June 17, 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 Budget Work Session

3.0 Council/Manager Reports

7:00 p.m. BUSINESS MEETING

1.0 Call to Order: Mayor Troy Walker

2.0 Comment/Prayer and Flag Ceremony – Prayer will be offered by Shuaib Din, Imam at Utah Islamic Center

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

4.0 Consent Items:

- a. Approval of June 3, 2014, Minutes
- b. **Agreement #14-100**, Awarding the South Fork Park Project to S & L, Inc.
- c. **Amending Agreement #13-183** with Think Architecture – Adding Additional Funds for the Police Department Building
- d. **Resolution #14-44**, Adopting Jordan Valley Water Conservancy District Conservation Goal of Twenty-Five Percent Reduction in Per Capita Water Usage

5.0 Action Item: Ordinance #1103, On the request of Matt Lepire for approval of a Zoning Map Amendment changing the zoning designation from RA1 (Residential Agricultural) to R3 (Residential) on approximately 2.33 acres located generally at 13322 South 1300 East. The application is otherwise known as the *Bechard Estates Zone Change Request*. Staff report by Keith Morey.

6.0 Action Item: Ordinance #1104, On the request of Matt Lepire for approval of a Zoning Map Amendment changing the zoning designation from RA1 (Residential Agricultural) to R3 (Residential) on approximately 5.5 acres located generally at 13000 South 1300 East. The application is otherwise known as the *Dun Roamin Estates Zone Change Request*. Staff report by Keith Morey.

PUBLIC HEARING PROCEDURE AND ORDER OF BUSINESS

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

- 7.0 **Public Hearing:** For Approval of a Limited Service Alcohol License for Sushi Ya Draper, Inc. Located Generally at 177 West 12300 South #103. Staff report by Keith Morey.

- 8.0 **Action Item: Agreement #14-99**, 1300 East Widening Project - Parcel 124 Right-of-Way Contract and Termination of Deferral Agreement. Staff report by Glade Robbins.

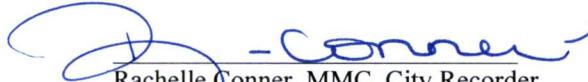
- 9.0 **Public Hearing: Resolution #14-42**, Amending the FY 2013-14 Budget. Staff report by Bob Wylie.

- 10.0 **Adjournment**

SALT LAKE COUNTY/UTAH COUNTY, STATE OF UTAH

I, the City Recorder of Draper City, certify that copies of the agenda for the **Draper City Council** meeting to be held the **17th day of June, 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: June 13, 2014
City Seal


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



Return to Agenda

CONSENT
ITEM #A

MINUTES OF THE DRAPER CITY COUNCIL MEETING HELD ON TUESDAY, JUNE 3, 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 and Tour of Lone Peak Hospital

2.0 Budget Work Session

2.1 The City Council will hold the budget work session on June 17, 2014, at 5:30 p.m.

3.0 Council/Manager Reports

6:42:07 PM

3.1 David Dobbins, City Manager, advised staff will be purchasing Samsung tablets for the Planning Commission members. There is no air card needed, so there is no data plan associated with them. This will allow staff to provide the Planning Commission agendas and packets electronically so they no longer have to hand deliver the paper copies to the Planning Commission member's homes. This will save the City both time and money.

Mr. Dobbins noted the City has received a cost for the demolition of the Park School. It is \$250,000, which includes demolishing the building as well as hauling everything away. They have not bid anything out at this time. He noted the City Council could add that to next year's budget if they desired.

Mr. Dobbins then indicated Kimball Investments owns the property south of Swire Coca Cola. They would like to do some manufacturing development in that area. They are interested in having a Special Assessment Area to extend Lone Peak Parkway along the frontage of their property. The City would assess their property, bond for the project, and Kimball Investments would make the bond payment to pay for the road.

Mr. Dobbins stated he met with the individual from the last Council meeting in reference to installing a plaque on the bridge for Susan Madsen. They would like to put in a bench,

install a plaque, and improve the bridge in Corner Canyon. They have the funds to do it; however, the City has no policy in place for this type of thing. The consensus of the Council was to have staff do the work and have this group pay for it.

6:49:32 PM

3.2 Councilmember Rappleye advised the sign problem has escalated, and the City needs to do something about it.

Russ Fox, Assistant City Manager, indicated the City has hired the Code enforcement Officer, and their priority is to work on the signs.

Mr. Dobbins noted staff will contact the person the first time and have them come pick them up.

6:52:04 PM

3.3 Mayor Walker stated he had sent the other Councilmembers a photograph of the turf dual soccer fields at Rowland Hall. He said he would like the City to look at doing this at Galena Park. Councilmember Colbert and Councilmember Summerhays stated the City should apply for a grant to have this done at Galena.

Mr. Dobbins noted in order for the City to qualify for a grant, they need to adopt a water conservation ordinance. Staff is going to bring back a number of things in the budget, including:

- Dog Park
- Park School Demolition Costs
- Slurry Seal on Traverse Road
- Reconstruction of Deer Ridge Drive

Staff will have this in the final budget adoption for the Council to consider.

6:56:17 PM

3.4 Bryan Roberts, Police Chief, stated the Police Department will be involved in the Special Olympics Torch Run on Thursday morning. He invited everyone to Draper City Hall to participate in a short presentation and refreshments.

6:57:32 PM

3.5 Mr. Fox indicated the ground breaking for the Police Building will be June 12, 2014, at 4:00 p.m.

Business Meeting

7:03:27 PM

1.0 Call to Order

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

7:03:48 PM

2.0 Comment/Prayer and Pledge of Allegiance

7:03:59 PM

2.1 The prayer was offered by Isaac Talbot

7:04:36 PM

2.2 The flag ceremony was performed by Scout Troop #1002.

7:06:26 PM

3.0 Citizen Comments

7:09:29 PM

3.1 Kyle Waters, 1377 East Jean Circle, thanked the City Council for their service. He introduced himself and advised he is running for House District 51, which covers a big section of Draper. He noted if anyone has any questions or concerns about Draper, they are welcome to contact him.

7:10:22 PM

3.2 Bruce Hevelone, 13004 South 1300 East, stated he grew up in Draper, and it has been a good place for him. He thanked the City Council for their diligence and the sacrifice they make.

7:11:20 PM

4.0 Recognition: Utah Jazz Recognition of the Draper City Recreation Department

7:11:33 PM

4.1 Nate Martinez, Utah Jazz, recognized the City of Draper for their participation in the Junior Jazz Program. They just completed their thirty-first year of the program, and each year they have over 50,000 kids participate. He expressed appreciation to Rhett Ogden, Draper Recreation Director, and his staff for their help with the program. The Draper Recreation Department had more participating kids than any other City this year. Draper also received an award for the largest growth in the Junior Jazz Program. He presented the awards to the Mayor and City Council.

7:18:00 PM

5.0 Consent Items

- a. Approval of May 27, 2014, Minutes
- b. Amending the Bylaws of the Suncrest Owners Association
- c. **Resolution #14-40**, Approving the FY2014 VAWA Grant Award

7:18:12 PM

5.1 Councilmember Rappleye moved to approve the consent items. Councilmember Summerhays seconded the motion.

7:18:48 PM

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

7:19:01 PM

6.0 Public Hearing: Draper City Tentative Budget for Fiscal Year 2014-15.

7:19:13 PM

6.1 Mayor Walker opened the public hearing. No one came forward to speak, so Mayor Walker closed the public hearing.

7:19:49 PM

6.2 Mr. Dobbins indicated this item will be on the June 17, 2014, agenda for final adoption.

7:20:02 PM

6.3 Councilmember Colbert noted the budget details are available on the City's webpage. He encouraged everyone to review the budget.

7:21:14 PM

7.0 Public Hearing: Ordinance #1103, On the Request of Matt Lepire for Approval of a Zoning Map Amendment Changing the Zoning Designation From RA1 (Residential Agricultural) to R3 (Residential) on Approximately 2.33 acres Located Generally at 13322 South 1300 East.

7:21:51 PM

7.1 Keith Morey, Community Development Director, gave a brief history of the subject property. At the Planning Commission meeting, the neighbors had some concerns with the proposal. The Planning Commission had a split vote of 3 to 2 and forwarded a negative recommendation to the City Council. The surrounding area has smaller lots as well as larger lots, so staff is supportive of this zone change. There are more of these types of requests coming in, and staff feels that as they move forward with updating the General Plan, they should talk about this. More and more people want larger homes on smaller lots. That is not a reflection on poor quality homes; people just do not want to do a lot of yard maintenance.

7:25:50 PM

7.2 Councilmember Colbert noted the smaller lots would not have animal rights. There are larger lots in the area that can have large animals, which can cause a problem in the neighborhood.

7:27:19 PM

7.3 Mayor Walker opened the public hearing.

7:27:27 PM

7.4 Paul Brady, 1217 East Bear Hollow Cove, noted development is inevitable. However, when this property was first proposed to be developed they were slated to be gross half-acre lots and it was changed to net half-acre lots. This request is for gross third-acre lots. He asked that it be changed to net third acres in order to maintain more of an open feel and to decrease the density. All of the lots behind this property are net half-acre lots. There will be another application on the parcel north of this in a couple of weeks. He asked the City Council to remember ordinances for half-acre developments and whether they are gross or net type developments.

7:29:15 PM

7.5 Jeremy Jensen, 13039 South 1300 East, stated he is strongly opposed to third acre lots. These lots would be smaller than everything around it. High density on an already busy road would cause more of the problem. A third lane will not take care of the backup issues the road already has. He stated the map displayed showed that the surrounding lots are all larger.

7:30:32 PM

7.6 Kim Agnew, 13005 S 1300 E, noted she is concerned about all of the residential trying to move into smaller lots. The thing that drew her to Draper was the ability to have livestock. She loves the small farm lots with animals. If the City allows the property owners to increase their density, Draper will become like any other city and will lose its charm.

7:31:25 PM

7.7 John Evans, 13011 South Fort Street, noted he recently moved to Draper because of how open it is. To try to get one more house on a lot is ridiculous. He would like to keep Draper as beautiful and open as possible.

7:32:15 PM

7.8 Joe Timmons, 13276 South 1300 East, stated he moved here thirty years ago. He sold his horses, but he intends to stay here. He is not opposed to development; however, there are a few parcels of property next to him that will be developed. He is concerned about accessibility. He lost parts of his front yard to the City for the school, and he is concerned how the future development will affect his property.

7:35:35 PM

7.9 Debbie Watts Powelson, 13332 South 1300 East, noted she considers her property horse property even though she does not have horses right now. She agreed with the previous comments about traffic. She said 1300 East is a nightmare already with the number of schools there. She stated she would not oppose half-acre lots; however six homes next to her is too much. She has lived here for twenty-five years, and she is against one-third acre lots.

7:36:59 PM

7.10 Mayor Walker closed the public hearing.

7:37:16 PM

7.11 Matt Lepire, applicant, noted there is diversity in size in this area as well as use. He expressed his opinion that the amenities are in place for third-acre lots. This is not high density, and this is an opportunity to take advantage of the amenities that are already in place. Most of the traffic in this area comes from outside because of the schools. One way to diffuse this is to utilize what they already have on 1300 East, such as the sidewalks.

7:39:07 PM

7.12 John Bechard, property owner, noted he lives in this area and is the last homeowner with horses. He asked the City Council to consider this application. He stated it will help with the schools in the area. He said he is part of this community and is not just a developer from the outside.

7:40:52 PM

7.13 Councilmember Summerhays asked Mr. Brady to clarify what he meant in terms of gross acreage and net acreage. Mr. Brady explained the lots would be required to have a minimum of 13,000 square feet.

Councilmember Stenquist advised the staff report states the resulting subdivision would be an average of 17,000 square foot lots.

7:42:39 PM

7.14 Mr. Lepire indicated he thinks they are basing that on the tentative design. They will have to adhere to the 13,000 square foot size in the plat. The ordinance is very clear, and they will adhere to all of the guidelines.

7:43:38 PM

7.15 Mr. Morey clarified that this is a zone change, so they do not have site plan that would show how the lots would lay out or what the sizes would be.

7:44:58 PM

7.16 Councilmember Rappleye suggested the Council let this application run the normal course. Councilmember Vawdrey agreed.

7:45:04 PM

7.17 Councilmember Colbert indicated he is concerned about the density. He expressed concern that it will change the character of the area by approving smaller lots, and they need to be careful with this big of a step. This street and Boulter Street have the larger lots, and he wants to keep it that way.

7:46:39 PM

7.18 Councilmember Stenquist noted it is important that they keep in mind that the neighbors would be comfortable with half-acre lots. If they compared the half-acre lots with third-acre lots, it is really only a difference of maybe two houses. The traffic impact is very minimal. This is a change in terms of adding the R3 zone in this area. He indicated 1300 East is busy, so it might not be viable to have a large home on a large lot. It might be more marketable to have a large home on the third-acre lot.

7:48:53 PM

7.19 Mayor Walker noted this item will be brought back on the next agenda for the City Council to consider. The meeting will be on June 17, 2014.

7:49:45 PM

8.0 **Public Hearing: Ordinance #1104, On the Request of Matt Lepire for Approval of a Zoning Map Amendment Changing the Zoning Designation From RA1 (Residential Agricultural) to R3 (Residential) on Approximately 5.5 acres Located Generally at 13000 South 1300 East.**

7:50:16 PM

8.1 Mr. Morey noted this item is similar to the Bechard rezone. The neighbors have the same concerns at the Planning Commission meeting on this item that they did on the previous one. The Planning Commission forwarded a 3 to 2 negative recommendation to the City Council. Staff feels that this meets the future land use, so they are in favor of this proposal. Staff feels as strongly about preserving the nature of Draper City as the residents and City Council does. As staff looked at this project, the ability to build this product probably is not much more dramatic than what they could do without the zone change. Staff understands the Planning Commission vote as well as the neighbors concerns, but they still feel it meets the future land use zone given this part of Draper.

7:52:54 PM

8.2 Councilmember Stenquist asked whether the existing home would be demolished.

7:53:52 PM

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

7:54:05 PM

8.4 Bruce Hevelone, 13004 South 1300 East, stated he raises bees, and there are plenty of trees around here. It concerns him that they are changing from a residential agricultural use and wondered what his land use restriction would be after this change. He said he is opposed to the change because he feels he is being limited with his land use. He would like to live here until he retires, and he does not think the physical size of his lot would allow him to have both his land use and maintain what he wants to do with the building.

7:55:47 PM

8.5 Scott Johnson, 1221 East Fox Crossing, noted he moved to the area about nine months ago. He understands the need for property rights and development; however, taking the lot size down to one-third acre lots. There is a lot of logic to try to do this at half-acre, but to go down to third acre causes concern for him and his family.

7:56:47 PM

8.6 Kim Agnew, 13005 South 1300 East, noted her horses are directly across from this property. She noted when they tore down the home by the park and put the six lot subdivision in there, she thought they were ruining it, and now they are installing a wall to make it a private compound. She said she does not want that across from her. She wants the area to stay open. It is greed, and it bugs her.

7:58:00 PM

8.7 Brandy Bennett, 1228 East Fox Crossing, stated she agrees with the lady that just spoke. She bought her home because it was agricultural behind her. She grew up on a farm, and she likes that. A half-acre is too busy, and will cause more traffic. Adding another entrance in their area will cause a safety hazard. She said she would prefer to keep the lot size at one-acre.

7:59:46 PM

8.8 Bill Agnew, 13005 South 1300 East, said the traffic on 1300 East is already bad. This development will add an average of fifty-two cars onto an already busy road. He said he is against the construction of third-acre parcels.

8:01:40 PM

8.9 Kent Lewin, 12983 Alder Oaks Circle, advised the most important thing to him is that almost all of Fox Crossing exits onto 1300 East. He feels it is very close for additional vehicles coming in and out. He moved to Draper because of the larger acreage. He said he is not sure he would be opposed to half-acre lots; however, he would like to maintain the acreage size of the existing area.

8:03:39 PM

8.10 Jeremy Jensen, 1309 South 1300 East, said this proposal would change the area. The people who live in this area are the best neighbors ever. He understands property rights. He works in construction, but he does not want to lose the animal rights in this area. There were about 125 signatures opposing this application. He has heard the half-acre lots would allow 6-8 lots and not 13. Right now there are 4. He could probably stomach that if he had to, but he would not want 13 lots. Safety is his biggest concern and installing sidewalks will help that but it will not fix the problem. There is at least one accident at Fox Crossing each week.

8:07:03 PM

8.11 Bryan Eastham, 12984 Alder Brook Circle, addressed comments he heard. The first was by staff saying that these kind of requests are going to increase, and the other is that

maybe they cannot market the half-acre parcels anymore. It is the decisions being made by the City that would kill this area. He encouraged the City Council to look at all of these requests and assume that today the third-acres requests will be tomorrow's quarter-acre requests. He asked them to draw a line in the sand help preserve the value along 1300 East.

8:08:24 PM

8.12 Mayor Walker closed the public hearing.

8:08:35 PM

8.13 Matt Lepire, applicant, stated the young professionals he has spoken with are not looking for half-acre lots. Draper is growing and introducing a lot of new jobs. Executives do want to live in this area. The third acre concept will still attract more upper scale homes with upper scale buyers. It will allow more diverse groups to come to this area that do not want half-acre lots. He understands that change is hard.

8:10:32 PM

8.14 Councilmember Summerhays questioned whether the applicant has bought all of the properties. Mr. Lepire indicated they are in discussion right now to do land acquisition in that area. The biggest portion of the property is currently under contract. People want to get as much out of their property as they can. The values for this project will increase the value of the surrounding properties as well.

Councilmember Summerhays asked if they went with 2.96 in the back whether they would have enough right-of-way. Mr. Lepire indicated he has a verbal agreement in place, and he thinks they have a way to easily access the property.

8:13:30 PM

8.15 Mr. Dobbins clarified that the R3 property does not have animal rights. If a property is rezoned, and they currently have animals, they will have a legal non-conforming use. They can continue to have animals until the use of the property is changed. Also, the City is planning to reconstruct 1300 East next year from the roundabout to 13200 South. There will be a lane in each direction, a center turn lane, and curb, gutter, and sidewalk on both sides.

8:15:01 PM

8.16 Councilmember Colbert stated he is concerned with where they are going with some of these. He lives on a very small lot in Suncrest, but he is appreciative of the larger lots. He does not think that property rights involve increasing the density to the property. The Master Plan identifies this area as low density. The larger lots are what make the city special. Once they approve this for one person, he does not see how they can deny another application. There are a lot of areas that can be zoned for high-density, but he does not think the City needs to allow that in the core area of the city.

8:17:45 PM

8.17 Councilmember Rappleye noted the average density in the area is half-acre. He sees some issues with the idea of what is being proposed, but the map shows that most of the lots are already half acre.

8:18:33 PM

8.18 Councilmember Colbert moved to suspend the rules. Councilmember Rappleye seconded the motion.

8:18:51 PM

8.19 Councilmember Stenquist stated this application is similar to the other zone change that was discussed prior. If they are taking the time to think about the other application, they should take the time to consider this one as well.

8:19:17 PM

8.20 A roll call vote was taken with Councilmembers Colbert and Rappleye voting yes. Councilmembers Stenquist, Summerhays, and Vawdrey voting no. The motion failed for lack of a majority vote.

8:19:31 PM

8.21 Mayor Walker indicated this item will take the normal course. The City Council will consider this at the June 17, 2014, meeting.

8:19:48 PM

9.0 Public Hearing: Ordinance #1106, On a request by Tim Soffe to amend the text of Table 9-13-1 of the Draper City Municipal Code by adding the use Office, General. The use would be permitted in the M1 and M2 zones.

8:20:08 PM

9.1 Mr. Morey advised this request is to allow the office to be a permitted use in the M1 and M2 zones. Staff felt it was just an oversight, and it did not make any sense not have it be a permitted use.

8:20:35 PM

9.2 Mayor Walker opened the public hearing. No one came forward to speak, so Mayor Walker closed the public hearing.

8:20:57 PM

9.3 Tim Soffe, applicant, indicated this is just a matter of book keeping. He thinks this use was intended to be there, but it just did not make the list.

8:21:34 PM

9.4 Councilmember Rappleye moved to suspend the rules. Councilmember Summerhays seconded the motion.

8:21:56 PM

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

8:22:10 PM

9.6 Councilmember Rappleye moved to approve Ordinance #1106. Councilmember Vawdrey seconded the motion.

8:22:41 PM

9.7 Councilmember Stenquist noted he thinks they will see some office projects in manufacturing zones as part of this change, and he is okay with that.

8:22:57 PM

9.8 Mr. Dobbins stated he thinks they will see a combination of manufacturing uses with an office component.

8:23:35 PM

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

8:24:08 PM

10.0 **Action Item: 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.**

8:24:28 PM

10.1 Mr. Morey noted the City Council talked about this at the last Council meeting. He displayed pictures of the property. The primary issue from the discussion was where the storm drain would go. He displayed a map showing where the existing public utility easement (PUE) is.

8:26:08 PM

10.2 Councilmember Colbert asked whether they would be able to route the storm drain line around the existing prison line. From the City's perspective, it appears that using the existing line would be the best solution. They would not have to condemn any property.

Glade Robbins, Public Works Director, advised they do not have the depth information at this point. They would need to look into that.

Councilmember Summerhays noted it is twenty-eight inches deep. They would be able to divert around it. It is a very old pipe. That should not be a problem.

8:27:54 PM

10.3 Councilmember Stenquist indicated this is a minor subdivision. If the storm drain reimbursement and street design deviation were not being considered as a part of this

application, the subdivision approval would not have even come to the City Council. Mr. Morey stated that is correct. When there was not a consensus with the neighbors about the storm drain line, staff felt it elevated this to the point where it should have City Council input as well.

Councilmember Stenquist then asked if the City Council were to approve this as presented, whether they would have to determine where the storm drain line would go or is it something that staff can continue to work out with the neighbors. Mr. Dobbins replied if the City Council approves the subdivision and the deviation, he would recommend the Council allow staff to continue working with the developer and the property owners to come up with a solution that would mitigate as many concerns as possible. Staff would prefer to construct the storm drain line in the private lane. If the Council has a preference for where to place the line, they should make that a part of the motion.

8:30:17 PM

10.4 Councilmember Stenquist stated the cost estimate for this project is \$87,000 and \$30,000 of it is for easements. The City could potentially save \$30,000 by using the existing PUE. There might be additional costs in terms of landscaping, but there should be an overall cost savings by staying within the PUE. Mr. Dobbins stated that is correct.

8:30:51 PM

10.5 Councilmember Vawdrey asked whether the easement was all inside their back fence lines. She was told it was.

8:31:17 PM

10.6 Councilmember Stenquist stated they have had a problem in this area for years, and they have set it aside. The City has been draining water onto a piece of property that is not theirs, and they have not corrected the problem. So what the Council is voting on here is to finish this pipeline.

8:32:27 PM

10.7 Mr. Morey advised it is a timing issue as well. As the development goes forward, they will be working on resolutions for their own storm drain issues. The City recognizes that they have a contributing part of that problem, and it is appropriate for the City to partner with them to solve the problems.

8:32:59 PM

10.8 Councilmember Colbert asked how the City drains Stanford Court right now. Mr. Robbins advised it has its own line that takes the water to the west. He does not think the elevation would allow the line to bring it from that location.

Mr. Dobbins noted part of the issue is that the City does not have an easement to get it to the area. They cannot bring it down the prison line because it is not a good idea to have a storm water line on top of a water line. Historically, the storm water went down a pipe or a ditch where the PUE is, which is why the PUE is there.

8:34:08 PM

10.9 Councilmember Rappleye asked how old the easement is. Mr. Dobbins noted the PUE was approved as part of the Stanford Court subdivision. It was in the mid 1990s.

8:35:04 PM

10.10 Councilmember Stenquist moved to approve Agreement #14-93, the deviation to the street design standards, and the Salz Cove subdivision. Councilmember Colbert seconded the motion.

8:36:48 PM

10.11 Councilmember Rappleye expressed concern that if the City looks at the public utility easements, and decides not to use them, it will cause a problem. It may be appropriate to use the PUE since there has not been any other solutions come about.

8:37:37 PM

10.12 Mayor Walker clarified for the record that the motion is to approve it as written. There are no specifications that the project be put in the PUE. Councilmember Stenquist stated that is correct. He is happy to leave it up to staff and the developer to see if they can work out an agreement; otherwise, they can put it down the PUE.

8:38:06 PM

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

8:38:23 PM

11.0 Action Item: Ordinance #1113, Repealing Section 7-4-110 of the Draper City Municipal Code Pertaining to Prohibiting of Hunting.

8:38:50 PM

11.1 Russ Fox, Assistant City Manager, noted staff started getting calls about urban deer in the area of 13200 South. Staff contacted the Division of Wildlife Resources (DWR) about potential solutions to the problem. There are programs being operated in Highland and Bountiful where they do urban deer hunting. For example, there is a bow hunter in Highland that will go out and does reduction of the deer, and they donate the meat. This is one of the ways they handle the urban deer population. In the discussions with DWR, the City found out they have an ordinance that prohibits hunting in Draper. That requires approval by the Division of Wildlife Board. There is only one community in the State that has the approval to prohibit hunting. There are other provisions in the Code that do limit the discharge of firearms in the city limits. This action tonight is to repeal the no hunting ordinance as it is not in compliance with State statute.

8:41:36 PM

11.2 Councilmember Colbert indicated this is one of the first ordinances he did fourteen years ago. The reason he did it was because there were some hunters that thought it was okay to shoot arrows at people's houses and shoot off the road.

8:42:39 PM

11.3 Mr. Fox advised the City Code is out of compliance with State law, so he is asking the City Council to repeal it. The DWR will allow degradation permits for agricultural properties. He has requested the DWR come in to do a presentation for the City Council in reference to the urban deer issue. He is trying to schedule this for a future date.

8:43:10 PM

11.4 Mayor Walker noted another issue they need to address is the elk issue. There are deer and elk on both sides of the canyon. There is not a better way to take them than with archery equipment. The Draper City Code prohibits the discharge of bows as well. Mr. Fox advised that is something they will want to talk over with DWR.

8:44:34 PM

11.5 Councilmember Summerhays noted the problem lies with the shooting of a firearm or bow in town. If the City changes that, any place that is still zoned agricultural, and is still paying agricultural prices, an animal can be shot on those properties. Mr. Fox stated they can do that on agricultural properties. He is going to have DWR come do a presentation for the City Council and to present options.

8:47:00 PM

11.6 Councilmember Stenquist moved to approve Ordinance #1113. Councilmember Rappleye seconded the motion.

8:47:10 PM

11.7 A roll call vote was taken with Councilmembers Colbert, Rappleye, Stenquist, and Vawdrey voting in favor. Councilmember Summerhays voted no. The motion carried with a majority vote of 4 to 1.

8:47:26 PM

*** *The Council took a break at 8:47 p.m.*

*** *The meeting resumed at 8:58 p.m.*

8:58:39 PM

12.0 Convene to a Traverse Ridge Special Service District Meeting

8:58:41 PM

12.1 Councilmember Vawdrey moved to convene to a Traverse Ridge Special Service District Meeting. Councilmember Rappleye seconded the motion.

8:59:02 PM

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

9:33:51 PM

12.3 The Council meeting resumed at 9:33 p.m.

9:33:57 PM

12.4 Councilmember Summerhays moved to convene to a Redevelopment Agency Meeting. Councilmember Rappleye seconded the motion.

9:34:12 PM

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

9:36:22 PM

12.6 The Council meeting resumed at 9:36 p.m.

9:36:24 PM

12.7 Councilmember Summerhays moved to convene to a Municipal Building Authority Meeting. Councilmember Vawdrey seconded the motion.

9:36:42 PM

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

12.9 The Council meeting resumed at 9:38 p.m.

9:39:05 PM

12.10 Councilmember Colbert moved to adjourn to a closed-door meeting to discuss litigation and property acquisition. Councilmember Summerhays seconded the motion.

9:39:15 PM

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

The meeting adjourned at 9:39 p.m.

[Return to Agenda](#)

CONSENT

ITEM #B

REQUEST FOR COUNCIL ACTION

To:	Mayor & City Council
From:	Brad Jensen, Engineering
Date:	June 12, 2014
Subject:	Agreement #14-100 with S & L Inc. for the construction of Southfork Park 2014 Improvements
Staff Presentation:	Glade Robbins, Public Works Director

RECOMMENDATION:

Approve agreement #14-100 with S & L Inc. for the construction of Southfork Park 2014 Improvements, and authorize the mayor to sign the agreement.

BACKGROUND AND FINDINGS:

The Southfork Park 2014 Improvements Base Bid Items include grading, grass seeding, irrigation, paths, two ball diamonds, and parking lot. The purchase and installation of the pre-fabricated restroom and playground will be completed by a separate contract. The bid alternate items, including picnic shelters, park furniture, trees, and the landscaping and irrigation of the north multi-use fields will also be completed by separate contract. The project is anticipated to start by early summer and to be completed in the summer of 2015.

Five bids were received for the project. The two lowest bids were incomplete and had to be rejected. S & L Inc. submitted the lowest qualified bid for \$990,921.06 (base bid).

PREVIOUS LEGISLATIVE ACTION:

Approval of the 13/14 CIP Budget - funding for the Southfork Park.

FISCAL IMPACT: Finance Review: BW

Southfork Park – Park Impact Fee Fund Balance (41-54-0744)	\$1,069,001.09
Southfork Park – General Fund Balance (41-54-0741)	\$357,453.69
S & L Inc. Contract	(\$990,921.06)
Balance	\$435,533.72

The remaining balance will be used to purchase and install the playground, the pre-fabricated restroom, picnic shelters, park furniture, trees, and the landscaping and irrigation of the north multi-use field.

SUPPORTING DOCUMENTS:

- Bid Tabulation
- Agreement

Southfork Park 2014 Improvements
 BID TABULATION
 June 10, 2014
 SHEET 1 OF 1

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	J. Lyne Roberts & Sons		MSCI		S&L		VanCon		Bowen Construction	
			UNIT PRICE	TOTAL ESTIMATED PRICE	UNIT PRICE	TOTAL ESTIMATED PRICE	UNIT PRICE	TOTAL ESTIMATED PRICE	UNIT PRICE	TOTAL ESTIMATED PRICE	UNIT PRICE	TOTAL ESTIMATED PRICE
Acknowledge Addendum #												
BASE BID												
1	SWPPP/Erosion Control	LS 1	\$ 16,411.76	\$ 16,411.76	32,714.49	32,714.49	\$ 10,818.81	\$ 10,818.81	3,700.00	\$ 3,700.00	\$ 5,000.00	\$ 5,000.00
2	Clearing and Grubbing	LS 1	\$ 33,405.88	\$ 33,405.88	4,015.32	4,015.32	\$ 20,880.00	\$ 20,880.00	31,500.00	\$ 31,500.00	\$ 20,000.00	\$ 20,000.00
3	Site Grading	LS 1	\$ 107,152.94	\$ 107,152.94	88,571.93	88,571.93	\$ 105,270.00	\$ 105,270.00	112,400.00	\$ 112,400.00	\$ 342,000.00	\$ 342,000.00
4	Connect to new Storm Drain Box (box by county)	Ea 1	\$ 2,470.59	\$ 2,470.59	830.98	830.98	\$ 698.00	\$ 698.00	1,100.00	\$ 1,100.00	\$ 1,500.00	\$ 1,500.00
5	15" SDR 35 PVC Pipe	LF 132	\$ 52.94	\$ 6,988.08	38.21	5,043.72	\$ 39.22	\$ 5,177.04	58.00	\$ 7,382.00	\$ 50.00	\$ 6,600.00
6	12" SDR 35 PVC Pipe	LF 305	\$ 49.41	\$ 15,070.05	32.36	9,869.80	\$ 37.75	\$ 11,513.75	40.00	\$ 12,200.00	\$ 50.00	\$ 15,250.00
7	24" Nyloplast Inlet Drain Box	Ea 1	\$ 1,411.76	\$ 1,411.76	1,261.96	1,261.96	\$ 2,449.98	\$ 2,449.98	2,000.00	\$ 2,000.00	\$ 1,200.00	\$ 1,200.00
8	18" Nyloplast Inlet Drain Box	Ea 4	\$ 1,352.94	\$ 5,411.76	1,003.83	4,015.32	\$ 1,598.70	\$ 6,394.80	1,700.00	\$ 6,800.00	\$ 1,000.00	\$ 4,000.00
9	12" Nyloplast Inlet Drain	Ea 1	\$ 1,294.12	\$ 1,294.12	842.46	842.46	\$ 1,109.06	\$ 1,109.06	1,300.00	\$ 1,300.00	\$ 1,000.00	\$ 1,000.00
10	Connect to Drinking Fountain w/ 2" PVC Pipe	Ea 1	\$ 4,435.29	\$ 4,435.29	688.34	688.34	\$ 595.90	\$ 595.90	1,100.00	\$ 1,100.00	\$ 1,500.00	\$ 1,500.00
11	Infield Under Drain System - Complete	LS 1	\$ 28,176.47	\$ 28,176.47	25,459.39	25,459.39	\$ 35,972.13	\$ 35,972.13	54,400.00	\$ 54,400.00	\$ 35,650.00	\$ 35,650.00
12	Inlet Box	Ea 1	\$ 3,470.59	\$ 3,470.59	5,323.16	5,323.16	\$ 3,913.63	\$ 3,913.63	3,350.00	\$ 3,350.00	\$ 5,500.00	\$ 5,500.00
13	4" SDR 35 PVC Sewer Lateral	LF 420	\$ 35.29	\$ 14,821.80	13.82	5,804.40	\$ 32.97	\$ 13,847.40	22.00	\$ 9,240.00	\$ 60.00	\$ 25,200.00
14	Sewer Cleanout	Ea 6	\$ 117.69	\$ 706.14	286.81	1,720.86	\$ 480.59	\$ 2,883.54	717.00	\$ 4,302.00	\$ 1,200.00	\$ 7,200.00
15	4" Sched. 40 PVC	LF 263	\$ 15.29	\$ 4,021.27	5.29	1,391.27	\$ 16.08	\$ 4,229.04	6.50	\$ 1,709.50	\$ 35.00	\$ 9,200.00
16	200 AMP Electrical Meter Socket on Pedestal	Ea 1	\$ 2,941.18	\$ 2,941.18	4,130.04	4,130.04	\$ 17,574.00	\$ 17,574.00	4,600.00	\$ 4,600.00	\$ 5,275.00	\$ 5,275.00
17	Electrical Service in 4" Sched. 40 PVC	LF 400	\$ 15.29	\$ 6,116.00	23.52	9,408.00	\$ 26.22	\$ 10,488.00	28.00	\$ 11,200.00	\$ 62.00	\$ 24,800.00
18	Electrical Circuit in 2" Sched. 40 PVC for ball field	LF 700	\$ 11.76	\$ 8,232.00	5.36	3,752.00	\$ 23.88	\$ 16,716.00	6.00	\$ 4,200.00	\$ 11.00	\$ 7,700.00
19	Electrical Junction Box	Ea 2	\$ 294.12	\$ 588.24	630.98	1,261.96	\$ 937.28	\$ 1,874.56	704.00	\$ 1,408.00	\$ 6,062.00	\$ 12,124.00
20	Single Gang Plug in Box	Ea 2	\$ 588.24	\$ 1,176.48	656.66	1,313.32	\$ 585.80	\$ 1,171.60	735.00	\$ 1,470.00	\$ 737.00	\$ 1,474.00
21	2" Sched. 40 PVC Future Use Conduit	LF 480	\$ 9.41	\$ 4,516.80	4.28	2,054.40	\$ 12.83	\$ 6,158.40	3.30	\$ 1,584.00	\$ 8.00	\$ 3,840.00
22	2" Poly Water Pipe	LF 410	\$ 23.53	\$ 9,647.30	8.69	3,562.90	\$ 16.42	\$ 6,732.20	12.00	\$ 4,920.00	\$ 20.00	\$ 8,200.00
23	Water Meter Box	Ea 1	\$ 5,882.35	\$ 5,882.35	3,326.98	3,326.98	\$ 6,009.79	\$ 6,009.79	2,700.00	\$ 2,700.00	\$ 1,200.00	\$ 1,200.00
24	3/4" Poly Water Pipe	LF 260	\$ 21.18	\$ 5,506.80	4.59	1,193.40	\$ 13.13	\$ 3,413.80	10.00	\$ 2,600.00	\$ 18.00	\$ 4,880.00
25	Restroom Utility Slubs & Final Connections	LS 1	\$ 15,247.06	\$ 15,247.06	2,294.47	2,294.47	\$ 1,870.79	\$ 1,870.79	2,400.00	\$ 2,400.00	\$ 5,000.00	\$ 5,000.00
26	3" Crushed Rock	CY 20	\$ 58.82	\$ 1,176.40	53.35	1,067.00	\$ 88.10	\$ 1,762.00	90.00	\$ 1,800.00	\$ 25.00	\$ 500.00
27	6" Concrete over 8" Base	SF 2,980	\$ 4.59	\$ 13,688.20	3.38	10,032.40	\$ 5.43	\$ 16,181.40	5.65	\$ 16,837.00	\$ 5.00	\$ 14,900.00
28	5" Concrete over 8" Base	SF 12,248	\$ 4.71	\$ 57,688.08	4.68	57,320.64	\$ 4.52	\$ 55,360.96	4.60	\$ 56,340.80	\$ 4.50	\$ 55,116.00
29	Curb & Gutter	LF 560	\$ 17.65	\$ 9,884.00	21.59	12,090.40	\$ 27.72	\$ 15,523.20	20.00	\$ 11,200.00	\$ 20.00	\$ 20,800.00
30	Reserve Plan Curb & Gutter	LF 1,040	\$ 17.65	\$ 18,356.00	25.65	26,676.00	\$ 27.72	\$ 28,828.80	19.80	\$ 20,384.00	\$ 20.00	\$ 4,272.00
31	Drive Approach	SF 712	\$ 9.41	\$ 6,699.92	7.59	5,404.08	\$ 6.87	\$ 4,891.44	8.00	\$ 5,696.00	\$ 6.00	\$ 4,272.00
32	3" Concrete Mow Strip	LF 1,068	\$ 17.65	\$ 18,850.20	16.64	17,771.52	\$ 25.38	\$ 27,105.84	20.00	\$ 21,360.00	\$ 17.00	\$ 18,156.00
33	ADA Ramp w/ Detectable Warning	Ea 2	\$ 1,176.47	\$ 2,352.94	1,732.33	3,464.66	\$ 1,988.24	\$ 3,976.48	1,280.00	\$ 2,560.00	\$ 1,400.00	\$ 2,800.00
34	ADA Ramp w/out Detectable Warning	Ea 1	\$ 1,176.47	\$ 1,176.47	1,531.56	1,531.56	\$ 1,783.21	\$ 1,783.21	3,700.00	\$ 3,700.00	\$ 1,225.00	\$ 1,225.00
35	Playground ADA Ramp	Ea 2	\$ 941.18	\$ 1,882.36	1,323.91	2,647.82	\$ 1,663.60	\$ 3,327.20	2,000.00	\$ 4,000.00	\$ 1,200.00	\$ 2,400.00
36	Curb Wall/Monolithic Sidewalk Edge	LF 456	\$ 35.29	\$ 16,092.24	18.55	8,458.80	\$ 27.72	\$ 12,640.32	31.00	\$ 14,136.00	\$ 15.00	\$ 6,840.00
37	3" Asphalt (PG 64-22) over 8" Base	SF 33,270	\$ 2.64	\$ 87,832.80	2.01	66,872.70	\$ 2.14	\$ 71,197.80	2.25	\$ 74,875.50	\$ 2.10	\$ 69,867.00
38	Parking Lot Striping	LS 1	\$ 761.18	\$ 761.18	745.71	745.71	\$ 937.28	\$ 937.28	1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
39	ADA Parking Sign	LS 1	\$ 294.12	\$ 294.12	1,835.58	1,835.58	\$ 585.80	\$ 585.80	2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00
40	Wood Rail Fence	LF 175	\$ 29.59	\$ 5,178.25	17.19	3,008.25	\$ 17.58	\$ 3,076.50	20.00	\$ 3,500.00	\$ 28.00	\$ 4,900.00
41	Back Stop Plastic Plank 2"x12"x10"	Ea 4	\$ 941.18	\$ 3,764.72	516.26	2,065.04	\$ 967.73	\$ 3,870.92	1,300.00	\$ 5,200.00	\$ 880.00	\$ 3,520.00
42	20' Black Vinyl Coated Chain Link Fence	LF 144	\$ 300.66	\$ 43,295.04	123.40	17,769.60	\$ 128.88	\$ 18,558.72	140.00	\$ 20,160.00	\$ 281.00	\$ 40,464.00
43	8" Black Vinyl Coated Chain Link Fence	LF 1,290	\$ 49.25	\$ 63,532.50	28.46	36,713.40	\$ 29.29	\$ 37,874.10	31.00	\$ 39,990.00	\$ 47.00	\$ 60,300.00
44	Outfield Fence Poly Cap	LF 692	\$ 12.25	\$ 8,477.00	3.42	2,366.64	\$ 3.52	\$ 2,435.84	4.00	\$ 2,768.00	\$ 12.00	\$ 8,300.00
45	10' Black Vinyl Coated Fence Post	Ea 10	\$ 247.06	\$ 2,470.60	216.83	2,168.30	\$ 234.32	\$ 2,343.20	250.00	\$ 2,500.00	\$ 231.00	\$ 2,310.00
46	3x8" Black Vinyl Coated Fence Gate	Ea 4	\$ 882.35	\$ 3,529.40	571.00	2,284.00	\$ 585.80	\$ 2,343.20	800.00	\$ 2,400.00	\$ 825.00	\$ 3,300.00
47	8'x12' Black Vinyl Coated Sliding Gate	Ea 1	\$ 2,000.00	\$ 2,000.00	1,144.94	1,144.94	\$ 1,288.76	\$ 1,288.76	1,200.00	\$ 1,200.00	\$ 1,870.00	\$ 1,870.00
48	20' Foul Pole	Ea 4	\$ 1,545.88	\$ 6,183.52	2,294.47	9,177.88	\$ 2,343.20	\$ 9,372.80	1,300.00	\$ 5,200.00	\$ 400.00	\$ 1,600.00
49	Dugout Shelter	Ea 4	\$ 11,470.59	\$ 45,882.36	14,191.28	56,765.04	\$ 11,484.15	\$ 45,936.60	12,500.00	\$ 50,000.00	\$ 10,000.00	\$ 40,000.00
50	Dug Out Bench	Ea 4	\$ 1,117.65	\$ 4,470.60	1,019.01	4,076.04	\$ 1,213.39	\$ 4,853.56	1,000.00	\$ 4,000.00	\$ 2,000.00	\$ 8,000.00
51	Infield Mix	CY 430	\$ 101.18	\$ 43,507.40	80.31	34,533.30	\$ 109.97	\$ 47,287.10	165.00	\$ 16,500.00	\$ 50.00	\$ 21,500.00
52	Irrigation System, Complete	LS 1	\$ 22,225.08	\$ 22,225.08	143,335.23	143,335.23	\$ 173,107.62	\$ 173,107.62	218,500.00	\$ 218,500.00	\$ 140,000.00	\$ 140,000.00
53	Topsoil	CY 1,970	\$ 4.18	\$ 8,234.60	0.00	0.00	\$ 24.46	\$ 48,192.20	10.00	\$ 19,700.00	\$ 22.00	\$ 43,340.00
54	Bark Mulch	CY 50	\$ 52.94	\$ 2,647.00	0.00	0.00	\$ 60.55	\$ 3,027.50	58.00	\$ 3,069.80	\$ 50.00	\$ 2,500.00
55	Cobble	CY 100	\$ 52.94	\$ 5,294.00	0.00	0.00	\$ 74.47	\$ 7,447.00	58.00	\$ 3,069.80	\$ 100.00	\$ 5,200.00
56	Weed Barrier Fabric	SF 800	\$ 4.24	\$ 3,392.00	0.00	0.00	\$ 2.89	\$ 2,312.00	5.00	\$ 4,000.00	\$ 4.00	\$ 3,200.00
57	Weed Killer Application	LS 1	\$ 683.29	\$ 683.29	0.00	0.00	\$ 3,599.19	\$ 3,599.19	750.00	\$ 750.00	\$ 1,400.00	\$ 1,400.00
58	Native Seeding	SF 22,700	\$ 0.13	\$ 2,951.00	0.00	0.00	\$ 0.08	\$ 1,816.00	0.15	\$ 3,405.00	\$ 0.14	\$ 2,270.00
59	Lawn Seeding	SF 145,200	\$ 0.10	\$ 14,520.00	0.00	0.00	\$ 0.16	\$ 23,232.00	0.11	\$ 15,972.00	\$ 0.11	\$ 20,328.00
60	Landscape Edging	LF 925	\$ 9.41	\$ 8,704.25	0.00	0.00	\$ 7.82	\$ 7,048.50	10.00	\$ 9,250.00	\$ 6.00	\$ 5,550.00
61	Relocate Existing Onsite Boulder	Ea 1	\$ 1,176.47	\$ 1,176.47	0.00	0.00	\$ 232.00	\$ 232.00	150.00	\$ 150.00	\$ 500.00	\$ 500.00
BASE BID TOTAL				\$ 846,926.70		\$ 822,041.48		\$ 990,921.06		\$ 1,014,241.80		\$ 1,191,660.00
ADDITIVE BID #1 - SHELTERS/PARK FURNITURE												
1	12'x12' Picnic Shelter	Ea 2	\$ 8,194.12	\$ 16,388.24	0.00	0.00	\$ 11,796.33	\$ 23,572.66	\$ 10,500.00	\$ 21,000.00	\$ 15,400.00	\$ 30,800.00
2	Picnic Table	Ea 2	\$ 1,705.88	\$ 3,411.76	0.00	0.00	\$ 1,727.76	\$ 3,455.52	\$ 1,850.00	\$ 3,700.00	\$ 1,900.00	\$ 3,800.00
3	Bench	Ea 2	\$ 1,117.65	\$ 2,235.30	0.00	0.00	\$ 1,328.32	\$ 2,656.64	\$ 1,000.00	\$ 2,000.00	\$ 1,600.00	\$ 3,200.00
4	Trash Receptacle	Ea 6	\$ 1,411.78	\$ 8,470.68	0.00	0.00	\$ 1,326.89	\$ 7,961.34	\$ 2,000.00	\$ 12,000.00	\$ 1,200.00	\$ 7,200.00
5	Drinking Fountain	Ea 1	\$ 3,705.88	\$ 3,705.88	0.00	0.00	\$ 5,564.06	\$ 5,564.06	\$ 5,800.00	\$ 5,800.00	\$ 3,000.00	\$ 3,000.00
6	Bleacher	Ea 4	\$ 7,029.41	\$ 28,117.64	0.00	0.00	\$ 6,368.81	\$ 25,475.24	\$ 4,800.00	\$ 19,200.00	\$ 8,000.00	\$ 32,000.00
7	Park Sign	Ea 1										

CONDITIONAL NOTICE OF AWARD

TO: **S & L Inc.**
935 W. Center Street
Lindon, Utah 84042

PROJECT: **SOUTHFORK PARK 2014 IMPROVEMENTS**

DRAPER CITY has considered the BID submitted by you for the above described WORK in response to its advertisement for bid dated **May 23, 2014**

You are hereby notified that your Bid has been accepted in an amount of **\$990,921.06** on the following conditions:

1. The execution by you and the City of a contract with the City on terms acceptable to both parties;
2. Furnishing PERFORMANCE AND PAYMENT BONDS, each in the amount of 100% of the contract price, as well as a current CERTIFICATE OF INSURANCE pursuant to the Information for Bidders, each of which must be acceptable to the City, within TEN (10) working days from the date of this Notice as outlined in your bid documents ;
3. There be no claims, suits or appeals arising out of the bidding process which in the City's judgment invalidate the award of the contract to you;
4. You continue to demonstrate an ability to perform this project in a satisfactory manner.

This Conditional Notice of Award confers no rights upon the above named bidder until a contract is executed by the parties as required by law.

If you fail to furnish said BONDS and INSURANCE within the TEN (10) working days from the date of the Notice, or if any of the other conditions occur, the CITY shall be entitled to consider all your rights arising out of the CITY'S acceptance of your Proposal as abandoned. The CITY will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Conditional Notice of Award to the CITY.

Dated this _____, day of _____, 20__.

By _____
TITLE: _____

Receipt of the above Notice of Award is hereby acknowledged by

By _____
TITLE: _____



CONSTRUCTION AGREEMENT

SOUTHFORK PARK 2014 IMPROVEMENTS

PART 1. GENERAL

Date: This Contract made this ____ day of _____, 2014

1.1 Contractor

Name: **S & L Inc.**,

Address: **935 West Center Street, Lindon, Utah 84042.**

which is a corporation organized in the State of Utah.

Telephone: **801-785-8458**

Contractor's Representative: **Dustin Larsen**

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) 576-6536

Fax: (801) 576-6388

1.3 Project. This project shall be known as the **SOUTHFORK PARK 2014 IMPROVEMENTS** which consists of grading, drainage, and concrete improvements (except bid item #5), 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: this Construction Agreement, General Conditions for Municipal Construction Projects, Section GC (General Conditions), the Advertisement for Bid, the Information for Bidders, the General Project Requirements and Specifications provided by City, the Bid of the Contractor, Bid Bond, Drawings, Notice of Award and Notice to Proceed, City's Standard Specifications and Details for Municipal Construction, Change Orders or Supplemental Agreements, including the Bid Forms, Addenda to the Drawings and/or Specifications, Special Provisions, Specifications and Standard Plans, 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 **STATUS VERIFICATION.** 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.

1.11 **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, pursuant to Section 63-56-40(1)(c), Utah Code Annotated, 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 from the bid schedule are as follows:

BASE BID ITEMS	<u>\$990,921.06</u>
ADDITIVE BID #1 – SHELTER/PARK FURNITURE/SIGN	NOT AWARDED
ADDITIVE BID #2 – LANDSCAPING ITEMS	NOT AWARDED
ADDITIVE BID #3 – MULTI-USE FIELD LANDSCAPING ITEMS	NOT AWARDED
ADDITIVE BID #4 – UPGRADE LAWN SEEDING TO SOD	NOT AWARDED
GRAND TOTAL	<u>\$990,921.06</u>

3.2. **Contract Time, Changes in Contract Time.** The work on this Project shall commence within ten days of receipt of the Notice to Proceed and shall be completed by **June 1, 2015**, which the parties agree 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 promptly notify the Engineer of a claim of delay due to inclement weather. 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 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 Department's 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 undismissed 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 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 therefor 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 mailed, or sent by facsimile transmission, 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. Pursuant to subsection 63-56-40(4)(d), Utah Code Annotated, 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

Mayor Troy Walker

ATTEST:

Rachelle Conner, City Recorder

CONTRACTOR

Type or print: _____

Title: _____

ATTEST: (if corporation)

Title: _____



EXHIBIT A

INSURANCE REQUIREMENTS



INSURANCE REQUIREMENTS FOR
PARTIES CONTRACTING WITH DRAPER CITY

PROJECT: **SOUTHFORK PARK 2014 IMPROVEMENTS**

DATE: **May 23, 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.



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CONSENT

ITEM #C

Draper City Agreement # 13-183 Programming, Design and Construction Administration and Management of City Hall Police Department Addition.

AN AGREEMENT FOR PROFESSIONAL CONSULTING, ENGINEERING AND DESIGN SERVICES BETWEEN DRAPER CITY AND THINK ARCHITECTURE

ADDENDUM # 2

This Addendum #2, to the Agreement for Professional Consulting, Engineering and Design Services between Draper City ("City) and Think Architecture, Inc., (Architect), dated June 26, 2013 ("Agreement") is hereby entered in to on the date written, below.

It is the City's desire to finish an additional Five Thousand One Hundred Fifty-Two (5,152) square feet in the new Building Addition. Accordingly, the Agreement is hereby amended, as follows:

1. The Guaranteed Maximum Price is increased to Three Million Eight Hundred Twenty-Four Thousand Six Hundred Eighty-Seven Dollars (\$3,824,687.00). The Guaranteed Maximum Price includes the following:
 - a. A&E Fees - \$200,000
 - b. Construction Management Fee - \$182,124.67
 - c. FF&E - \$145,584
 - d. Site Work - \$124,786
 - e. Building Construction - \$3,172,123.40
 - f. Total \$3,824,618.07
2. The finished square footage in the building is increased to Seventeen Thousand Six Hundred and Four square feet. (17,604).
3. The final drawings for site work required a greater scope of work than originally budgeted. The parties have worked together to value engineer the site work to bring it within budget.
4. The cost to construct the additional parking lot is as follows:
 - a. Subcontractor bid - \$71,010.
 - b. Construction Management Fee - \$ 3,728
 - c. TOTAL \$74,738
 - d. This amount is separate from and shall be in addition to the Guaranteed Maximum Price for the building, set forth above.

All other provisions of the Agreement shall remain in full force and effect.

Dated this ____ day of _____, 2014

In concurrence and witness whereof, this Addendum No. 2 has been executed by the parties effective on the date and year above written.

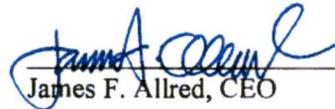
DRAPER CITY

Troy Walker, Mayor or Designee

ATTEST:

Rachelle Conner, City Recorder

THINK ARCHITECTURE INC.



James F. Allred, CEO

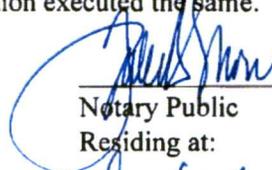
CONSULTANT ACKNOWLEDGEMENT

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

On the 12th day of June, 2014, personally appeared before me James F. Allred, who being by me duly sworn did say that he is the CEO of Think Architecture, Inc., a Utah corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors; and they acknowledged to me that said corporation executed the same.

My Commission Expires:

July 1, 2014



Notary Public
Residing at:
Salt Lake City, Utah



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CONSENT

ITEM #D

REQUEST FOR COUNCIL ACTION

To: Mayor & City Council

From: Brien Maxfield

Date: June 10, 2014

Subject: RESOLUTION 14-44, A RESOLUTION ADOPTING A WATER CONSERVATION GOAL OF 25-PERCENT PER CAPITA WATER USE REDUCTION BY 2025 USING YEAR 2000 AS THE BASE YEAR

Committee Presentation: N/A

Staff Presentation: N/A

RECOMMENDATION:

To adopt Resolution 14-44, A Resolution Adopting a Water Conservation Goal of 25% per Capita Water Use Reduction by 2025 Using Year 2000 as the Base Year.

BACKGROUND AND FINDINGS:

Jordan Valley Water Conservancy District (JVWCD) has the goal for itself and recommends to all of its member agencies that they also adopt the goal of reducing per capita water consumption 25% by 2025 using the year 2000 as the base year. In order to accomplish their goal, JVWCD offers conservation grant funds for water consumption reduction, particularly outdoor irrigation, by member agencies, such as Draper City.

The grant has three requirements; first, the member agency must have a perpetual water purchase contract for more than 500 acre-feet annually, second, adopt by resolution a Water Conservation Plan that meets the Water Conservation Plan Act and have filed the plan with the Utah Division of Water Resources, and third, adopt by resolution JVWCD's water conservation goal of 25% per capita water use reduction by 2025 using year 2000 as the base year or a more stringent goal. The grant application can apply for up to \$50,000 funding from JVWCD with 80% to 20% funding requirement. If Draper City applies for the full \$50,000 from JVWCD, it would be required to match those funds with \$12,500 in funding.

JVWCD is the wholesale supplier of drinking water to the Draper City water system. Draper City purchased 3,607 acre-feet from JVWCD in 2013, satisfying the first grant requirement. On March 21, 1998, Utah State House Bill 418 was signed into law, 73-10-32 UCA. It requires each water system serving more than 500 service connections to submit and update every five years a conservation plan to the Utah Division of Water Resources. Draper City adopted the 2010 Water Conservation Plan Update, by Resolution 10-04, in January 2010 and is recorded with the Division. This resolution will adopt JVWCD's goal of 25% per capita usage by 2025. This will satisfy the final grant requirement where the city already satisfies the grant's other two requirements.

PREVIOUS LEGISLATIVE ACTION:

FISCAL IMPACT: Finance Review: _____

N/A

SUPPORTING DOCUMENTS:

- Resolution 14-44, A Resolution Adopting a Water Conservation Goal of 25-Percent Per Capita Water Use Reduction By 2025 Using Year 2000 as the Base Year.

RESOLUTION NO. 14-44

A RESOLUTION ADOPTING A WATER CONSERVATION GOAL OF 25-PERCENT PER CAPITA WATER USE REDUCTION BY 2025 USING YEAR 2000 AS THE BASE YEAR

WHEREAS, Draper City is located within Utah, the second driest state in the United States of America; and

WHEREAS, the Wasatch Front regional area continues with rapid population growth, increasing the demand on precious, limited water resources; and

WHEREAS, Draper City adopted Resolution 10-04, "A Resolution Adopting a Water Conservation Plan Update for Draper City," recommending a 10% per capita drinking water usage rate from the calendar year 2000 to calendar year 2015; and

WHEREAS, Jordan Valley Water Conservancy District, wholesale supplier of drinking water to Draper City, is promoting drinking water conservation; and

WHEREAS, with the support of Draper City, the drinking water conservation goal of Jordan Valley Water Conservancy District is a 25% per capita consumption reduction from the calendar year 2000 level to be achieved by calendar year 2025 within each of its member agencies.

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

Section 1. Approval. The City Council hereby adopts a water conservation goal of 25-percent per capita water use reduction by 2025 using year 2000 as the base year, making it a part of Draper City's policies and procedures.

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

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, ON THE 17th DAY OF JUNE, 2014.

ATTEST:

DRAPER CITY

City Recorder

Mayor

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ITEM #5

REQUEST FOR COUNCIL ACTION

To:	<u>Mayor & City Council</u>
From:	<u>Dennis Workman</u>
Date:	<u>5-28-14 for 6-3-14 CC Hearing</u>
Subject:	<u>Bechard Estates Zone Change</u>
Applicant Presentation:	<u>Matt Lepire</u>
Staff Presentation:	<u>Keith Morey, Community Development Director</u>

BACKGROUND:

The applicant is requesting that the subject property be rezoned from RA1 to R3. The property fronts the west side of 1300 East, and is located almost directly across the street from the entrance to Akagi Farm Subdivision. It is surrounded by RA2 zoning on the west and RA1 zoning on the north and south. The only property in the vicinity that is zoned R3 is on the northeast corner of 13430 S. 1300 E., which is approximately 500 feet south of the subject property. Approving this request will likely result in a subdivision of six single-family building lots, with an average lot size of about 17,000 square feet.

RECOMMENDATION AND FINDINGS:

The planning staff recommended approval with the following findings:

1. That Section 9-5-060 of the DCMC allows for the amendment of the city's zoning map.
2. That though the proposed amendment is not consistent with the current land use plan, it is nonetheless consistent with the goals, objectives and policies of the City's General Plan.
3. That all five findings for a zone change, as contained in 9-5-060(e), are satisfied.
4. That adequate facilities and services exist 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.
5. That the proposed zone change is harmonious with the overall character of existing development in the vicinity of the subject property.
6. That the proposed amendment would not adversely affect adjacent property or the character of the neighborhood.
7. That there are two new schools on 1300 East that were not anticipated when the current land use plan was adopted (2004).
8. That 1300 East is being widened to three lanes to accommodate a higher volume of vehicle traffic, some of which is generated by the new schools.
9. That higher residential density near schools is good planning.

The Planning Commission recommended denial (vote of 3-2) with the following findings:

1. That the proposed amendment is not harmonious with the overall character of adjacent existing properties.
2. That the proposed amendment may adversely affect adjacent properties.

PREVIOUS LEGISLATIVE ACTION:

May 22, 2014: Planning Commission reviewed and recommended denial of the zone change.

FISCAL IMPACT: Finance Review: _____

- Approving this request would entitle the property to subdivide into six single-family residential building lots. All homes would require typical city services.

ORDINANCE NO. 1103

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF DRAPER CITY FOR 2.33 ACRES OF PROPERTY FROM RA1 TO R3, LOCATED AT APPROXIMATELY 13322 SOUTH 1300 EAST WITHIN DRAPER CITY, OTHERWISE KNOWN AS THE BECHARD ESTATES ZONE CHANGE

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

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

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

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

Section 1. Zoning Map Amendment. The following described real property located at approximately 13322 South 1300 East within Draper City, Salt Lake County, State of Utah, previously zoned RA1 as shown on the Draper City zone district map, is hereby rezoned to R3:

Parcel 2832476015

BEG N 495 FT & W 41 FT FR SE COR SEC 32, T 3S, R 1E, SLM; N 99 FT; W 399 FT; S 99 FT; E 399 FT TO BEG. .91 AC M OR L

Parcel 2832476051

BEG N 0°02'20" E 599.72 FT FR SE COR SEC 32, T3S, R1E, SLM; N 89°16'53" W 440 FT; N 0°02'20" E 76.62 FT; S 89°29'07" E 439.98 FT; S 0°02'20" W 78.18 FT TO BEG. LESS & EXCEPT, BEG, N 678.39 FT & W 28.81 FT FR SE COR SEC 32, T3S, R1E, SLM; S 0°21'10" W 75.28 FT; S 0°21'10" W 2.79 FT; N 88°58'03" W 4 FT; N 0°21'10" E 78.06 FT; S 89°05'17" E 4 FT TO BEG. LESS STREET. 0.71 AC M OR L.

Parcel 2832476049

BEG N 0°02'20" E 677.9 FT FR SE COR SEC 32, T3S, R1E, SLM; N 89°29'07" W 439.98 FT; N 0°02'20" E 76.62 FT TO FENCE; S 89°41'20" E 439.97 FT; S 0°02'20" W 78.18 FT TO BEG. LESS & EXCEPT, BEG N 678.39 FT & W 28.81 FT FR SE COR SEC 32, T3S, R1E, SLM; SD PT ALSO BEG N 0°02'20" E 677.90 FT & N 89°29'07" W 33 FT FR SE COR SEC 32, T3S, R1E, SLM; N 89°05'17" W 4 FT; N 0°21'10" E 78.05 FT; S 89°22'30" E 4 FT; S 0°21'10" W 78.07 FT TO BEG. ALSO LESS ST. 0.71 AC M OR L.

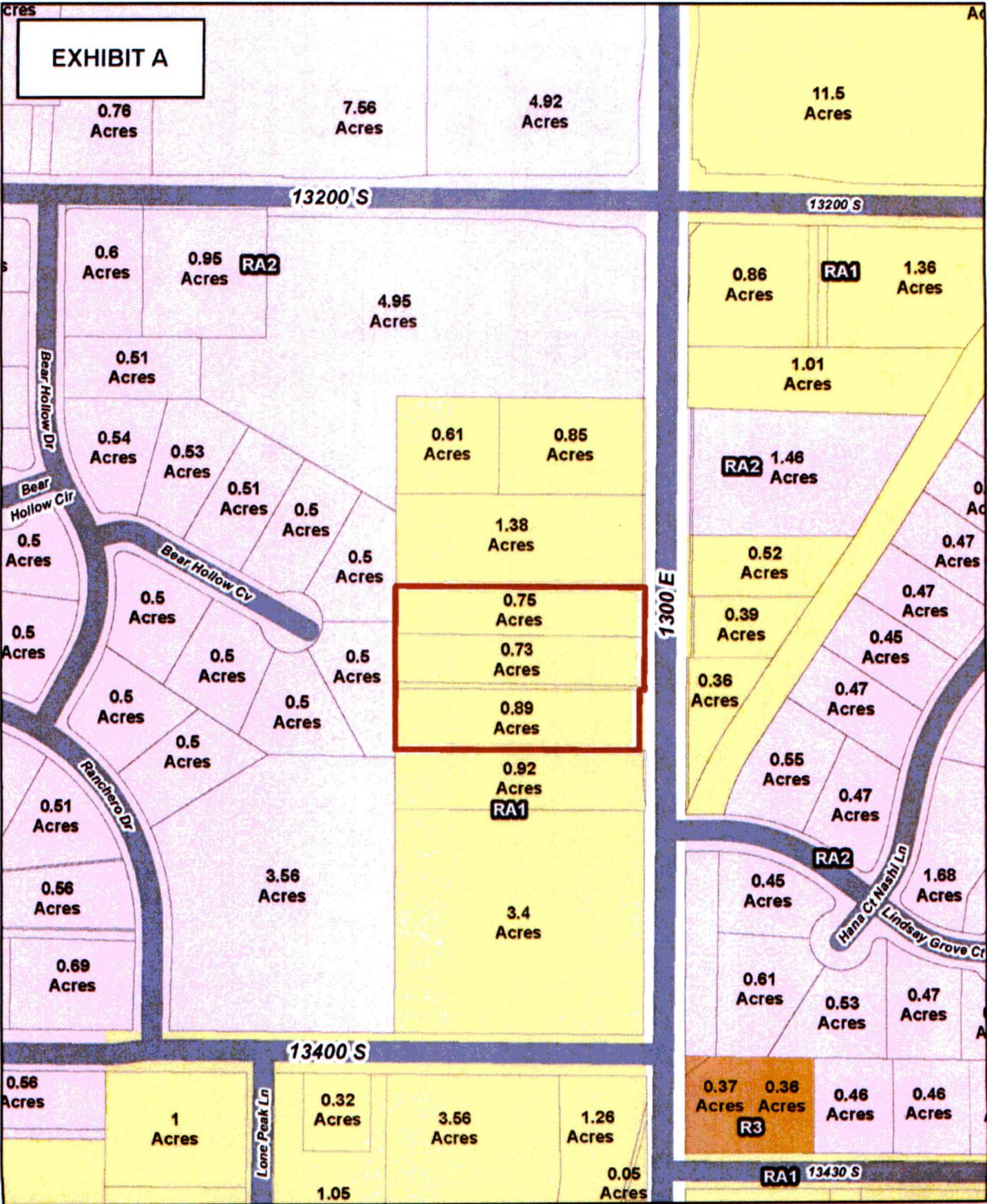
Section 2. Severability Clause. If any part or provision of this ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this ordinance and all provisions, clauses and words of this ordinance shall be severable.

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

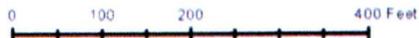
**PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH,
ON THIS ____ DAY OF _____, 2014.**

ATTEST: DRAPER CITY

By: _____ By: _____
City Recorder Mayor



**Bechard Estates Zone Change RA1 to R3
Surrounding Parcel Acreage**



Date: 5/19/2014





Development Review Committee

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

STAFF REPORT

May 9, 2014

To: Planning Commission
Business Date: May 22, 2014

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

Re: **Bechard Estates Zone Change**
Application No.: 140429-13322S
Applicant: Matt Lepire
Project Location: 13322 S. 1300 E.
Zoning: RA1
Acreage: 2.33 acres
Request: To rezone the property from RA1 to R3

BACKGROUND

The applicant is requesting that the subject property be rezoned from RA1 to R3. The property fronts the west side of 1300 East, and is located almost directly across the street from the entrance to Akagi Farm. It is surrounded by RA2 zoning on the west and RA1 zoning on the north and south. On the east side of 1300 East, directly across the street, there is RA1 zoning on three parcels that are all nonconforming as to size, with an average of about 19,500 square feet. The only property in the vicinity that is zoned R3 is on the northeast corner of 13430 S. 1300 E., which is approximately 500 feet south of the subject property. Approving this request will likely result in a subdivision of six single-family building lots, with an average lot size of approximately 17,000 square feet (see attached concept plan).

ANALYSIS

Criteria For Approval. The criteria for review and potential approval of a Zoning Map Amendment request is found in Sections 9-5-060(e) of the Draper City Municipal Code. This section sets forth 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.

General Plan. The General Plan calls out Residential Low/Medium Density land use for the subject property, which anticipates up to two units per acre. As such, the land use plan does not support the request for R3 zoning, which allows up to three units per acre. However, the land use plan is only one of various factors that are considered in a zone change decision. The General Plan states that this land use category "includes areas of very large lot single-family neighborhoods and ranchettes," but it does not contemplate large lots exclusively.

Planning Division Review. The planning staff tried to look at all the plusses and minuses of the proposal, and in the end decided to forward a positive recommendation to the Planning Commission. Factors that led to this decision were:

- There are many legal nonconforming parcels in the vicinity that are 13,000 square feet and less.
- Spot zoning is legal by state code.
- There are two new schools on 1300 East that were not anticipated when the current land use plan was adopted (2004).
- 1300 E. is being widened to three lanes to accommodate the traffic generated by the new schools.
- Higher density is needed to feed the new schools.
- Where there are schools, the City should encourage walkability.
- Walkability helps to lessen vehicle traffic.
- A three-lane road lends itself to medium density.
- Higher density near schools is good planning.
- Horse ownership in R3 is not allowed, but horse ownership is already prohibited by some RA2 subdivisions in this part of Draper through CCRs.
- With the adoption of R4 and R5 zoning categories (10,000 and 8,000 square foot minimum lot sizes), the R3 category (13000 square foot minimum lot size) is now middle of the road.
- A mix of lot sizes can be healthy for a community.

Engineering Review. In a memo dated May 7, 2014, Brad Jensen with the engineering division states:

We have reviewed the application for the subject Zoning Map Amendment and approval standards outlined in Section 9-5-060 Zoning Map and Text Amendments of the Draper City Municipal Code. As you are aware, 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. Accordingly, the following comments are recommended for your consideration:

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

The City's Land Use Element of the General Plan does not appear to contemplate Residential Medium Density having an accompanying zone district of R3. The requested R3 zoning is a zone classification representing Medium Density (3 dwelling units per acre) and is inconsistent with the Residential Low/Medium Density land use represented in 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;*

The subject property is bounded by 1300 East to the east; church building to the south; and residential properties to the north and west.

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

No additional standards appear to apply.

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

We can find no quantifiable data or information to support that the requested zone will have an adverse affect on adjacent property.

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;*

It is our understanding that facilities intended to serve this property are in place within the fronting roadway. Utilities currently stubbed to the properties may need to be modified depending upon the type of proposed use and subsequent site plan approval pending the outcome of this zoning map amendment request. While there are storm drainage facilities in 1300 East, the applicant will need to verify the feasibility of connecting into these facilities due to the general slope of the subject properties to the west, away from 1300 East.

Unified Fire Authority Review. Don Buckley with the Unified Fire Authority has no comment at this stage of development.

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

STAFF RECOMMENDATION

Staff recommends approval of the zone change request by Matt Lepire, application 140429-13322S, based on the following findings:

1. That Section 9-5-060 of the DCMC allows for the amendment of the city's zoning map.
2. That though the proposed amendment is not consistent with the current land use plan, it is nonetheless consistent with the goals, objectives and policies of the City's General Plan.
3. That all five findings for a zone change, as contained in 9-5-060(e), are satisfied.
4. That adequate facilities and services exist 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.
5. That the proposed zone change is harmonious with the overall character of existing development in the vicinity of the subject property.
6. That the proposed amendment would not adversely affect adjacent property or the character of the neighborhood.
7. That there are two new schools on 1300 East that were not anticipated when the current land use plan was adopted (2001).



8. That 1300 East is being widened to three lanes to accommodate a higher volume of vehicle traffic, some of which is generated by the new schools.
9. That higher residential density near schools is good planning.

MODEL MOTIONS

Sample Motion for a Positive Recommendation. "I move we forward a positive recommendation to the City Council on the Bechard Estates Zone Change, as requested by Matt Lepire, application 140429-13322S, based on the findings and subject to the conditions listed in the staff report dated May 9, 2014 and as modified by the conditions below:"

1. List any additional findings and conditions.

Sample Motion for a Negative Recommendation. "I move we forward a negative recommendation to the City Council on the Bechard Estates Zone Change, as requested by Matt Lepire, application 140429-13322S, based on the following findings:"

1. List all findings.



Aerial Map for Bechard Estates Zone Change



Return to Agenda

ITEM #6

REQUEST FOR COUNCIL ACTION

To:	Mayor & City Council
From:	Dennis Workman
Date:	5-28-14 for 6-3-14 CC Hearing
Subject:	Dun Roamin Estates Zone Change
Applicant Presentation:	Matt Lepire
Staff Presentation:	Keith Morey, Community Development Director

BACKGROUND:

The applicant is requesting that the subject property be rezoned from RA1 to R3. The property fronts the west side of 1300 East, and is located approximately 300 feet north of Summit Academy Charter School. It is surrounded by RA1 zoning on south and east, and RA2 zoning on the north and west. All of the abutting RA1 parcels are nonconforming as to size, though perfectly legal as far as staff can determine. Approving this request will likely result in a subdivision of up to 13 lots with an average lot size of approximately 15,500 square feet.

RECOMMENDATION AND FINDINGS:

The planning staff recommends approval with the following findings:

1. That Section 9-5-060 of the DCMC allows for the amendment of the city's zoning map.
2. That though the proposed amendment is not consistent with the current land use plan, it is nonetheless consistent with the goals, objectives and policies of the City's General Plan.
3. That all five findings for a zone change, as contained in 9-5-060(e), are satisfied.
4. That adequate facilities and services exist 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.
5. That the proposed zone change is harmonious with the overall character of existing development in the vicinity of the subject property.
6. That the proposed amendment would not adversely affect adjacent property or the character of the neighborhood.
7. That there are two new schools on 1300 East that were not anticipated when the current land use plan was adopted (2004).
8. That 1300 East is being widened to three lanes to accommodate a higher volume of vehicle traffic, some of which is generated by the new schools.
9. That higher residential density near schools is good planning.

The Planning Commission recommends denial (vote of 3-2) with the following findings:

1. That the proposed amendment is not particularly harmonious or consistent with the area surrounding it, which is all RA1 and RA2, and RA2 would be a much more appropriate designation for the area.
2. That it could adversely affect neighboring properties, as R3 is not consistent with the surrounding property.
3. That it further eliminates or deteriorates large animal rights, of which there are plenty in that area.
4. That it is not consistent with the General Plan.
5. That there is strong public clamor opposing this change.

PREVIOUS ACTION TAKEN:

May 22, 2014: Planning Commission reviewed and recommended denial of the zone change.

ORDINANCE NO. 1104

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF DRAPER CITY FOR APPROXIMATELY 5.5 ACRES OF PROPERTY FROM RA1 TO R3, LOCATED AT APPROXIMATELY 13000 SOUTH 1300 EAST WITHIN DRAPER CITY, OTHERWISE KNOWN AS THE DUN ROAMIN ESTATES ZONE CHANGE.

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

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

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

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

Section 1. Zoning Map Amendment. The following described real property located at approximately 13000 South 1300 East within Draper City, Salt Lake County, State of Utah, previously zoned RA1 as shown on the Draper City zone district map, is hereby rezoned to R3:

Parcel 2832426010

COM 164 FT S FR E 1/4 COR SEC 32 T 3S R 1E SL MER S 160.12 FT W 188.6 FT N 160.12 FT E 188.6 FT TO BEG 0.69 AC

Parcel 2832426009

COM 24.9 FT S FR E 1/4 COR SEC 32 T 3S R 1E SL MER W 188.6 FT S 140 FT E 188.6 FT N 140 FT TO BEG 0.6 AC

Parcel 2832426003

COM 188.6 FT W FR E 1/4 COR SEC 32 T 3S R 1E SL MER S 0-02' 20" W 325.02 FT W 167.53 FT N 0-02'20" E 325.02 FT E 167.53 FT TO BEG. 1.25 AC

Parcel 2832426029

BEG W 356.13 FT FR E 1/4 COR OF SEC 32, T 3S, R 1E, S L M; S 325.02 FT; W 396.91 FT; N 325.02 FT; E 396.47 FT M OR L TO BEG. 2.96 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.

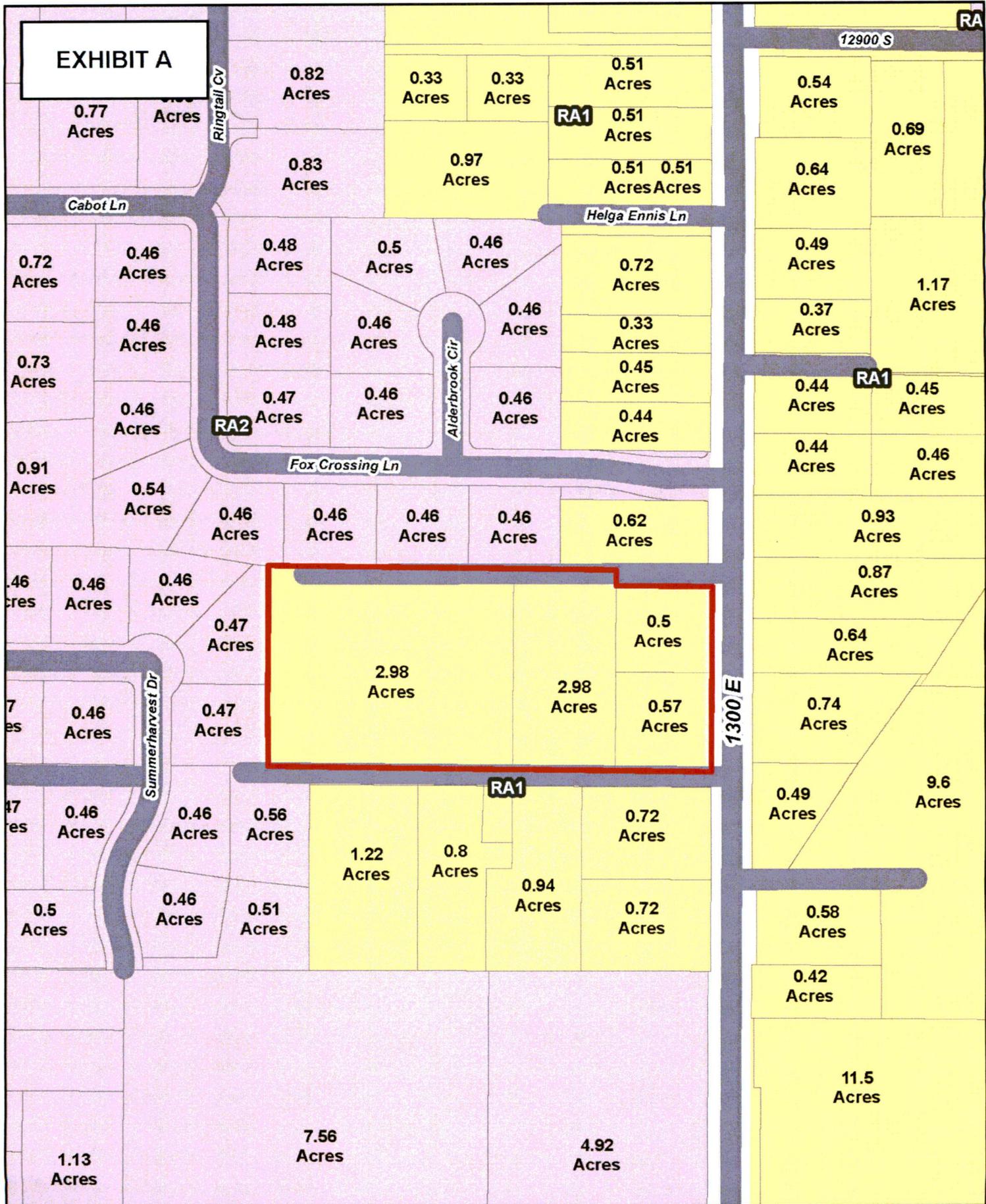
Section 3. Effective Date. This ordinance shall become effective immediately upon publication or posting or 30 days after final passage, whichever is closer to the date of final passage.

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

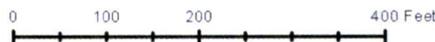
ATTEST: DRAPER CITY

By: _____ By: _____
City Recorder Mayor

EXHIBIT A



Dun Roamin Estates Zone Change RA1 to R3 Surrounding Parcel Acreage



Date: 5/19/2014



Development Review Committee

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

STAFF REPORT

May 9, 2014

To: Planning Commission
Business Date: May 22, 2014

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

Re: Dun Roamin Estates Zone Change

Application No.: 140429-13000S
Applicant: Matt Lepire
Project Location: 13000 S. 1300 E.
Zoning: RA1
Acreage: 5.5 acres
Request: To rezone the property from RA1 to R3

BACKGROUND

The applicant is requesting that the subject property be rezoned from RA1 to R3. The property fronts the west side of 1300 East, and is located approximately 300 feet north of Summit Academy Charter School. It is surrounded by RA1 zoning on south and east, and RA2 zoning on the north and west. As shown on the parcel size map that accompanies this staff report, all of the abutting RA1 parcels are nonconforming as to size, though perfectly legal as far as staff can determine. Approving this request will likely result in a subdivision of up to 13 lots with an average lot size of approximately 15,500 square feet (see attached concept plan).

ANALYSIS

Criteria For Approval. The criteria for review and potential approval of a Zoning Map Amendment request is found in Sections 9-5-060(e) of the Draper City Municipal Code. This section sets forth 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.

General Plan. The General Plan calls out Residential Low/Medium Density land use for the subject property, which anticipates up to two units per acre. As such, the land use plan does not support the request for R3 zoning, which allows up to three units per acre. However, the land use plan is only one of various factors that are considered in a zone change decision. The General Plan states that this land use category “includes areas of very large lot single-family neighborhoods and ranchettes,” but it does not contemplate large lots exclusively.

Planning Division Review. The planning staff tried to look at all the plusses and minuses of the proposal, and in the end decided to forward a positive recommendation to the Planning Commission. Factors that led to this decision were:

- There are many legal nonconforming parcels in the vicinity that are 13,000 square feet and less.
- Spot zoning is legal by state code.
- There are two new schools on 1300 East that were not anticipated when the current land use plan was adopted (2004).
- 1300 E. is being widened to three lanes to accommodate the traffic generated by the new schools.
- Higher density is needed to feed the new schools.
- Where there are schools, the City should encourage walkability.
- Walkability helps to lessen vehicle traffic.
- A three-lane road lends itself to medium density.
- Higher density near schools is good planning.
- Horse ownership in R3 is not allowed, but horse ownership is already prohibited by some RA2 subdivisions in this part of Draper through CCRs.
- With the adoption of R4 and R5 zoning categories (10,000 and 8,000 square foot minimum lot sizes), the R3 category (13000 square foot minimum lot size) is now middle of the road.
- A mix of lot sizes can be healthy for a community.

Engineering Review. In a memo dated May 2, 2014, Brien Maxfield with the engineering division states:

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

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

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

- a. Connectivity with these parcels will occur from 1300 East. Currently, the parcels are provided access by private lanes, one on the north boundary and one on the south. Neither of these lanes meet the public street standard. The added traffic daily trips from the proposed zoning and land use of the subject parcel will not impact the capacity of 1300 East. There are two schools in the area that create peak traffic in the area. The application to amend the land use and change the parcel zoning on the subject properties do not greatly impact the level of service of 1300 East.
- b. There are no storm drainage facilities fronting the properties in 1300 East and the general slope of the subject properties drains west. The nearest public storm drainage connection is in Summerharvest Drive, requiring the applicant to acquire a storm drain easement through existing, established single family residences in the Fox Crossing of Draper II subdivision on the west end of the subject parcels. Connecting the onsite runoff into this system will be difficult due to shallowness. Therefore the applicant may have to investigate the potential of onsite retention. Any discharge must still comply with the provisions of the site plan requirements within the Draper City Municipal Code.
- c. Sanitary sewer facilities will be provided by South Valley Sewer District. Any site plan application will require a commitment to serve from the Sewer District that facilities are adequate to provide service for the proposed uses.
- d. Culinary water service is provided by WaterPro. Any site plan application will require a commitment to serve from WaterPro that facilities are adequate to provide service for the proposed uses.

Unified Fire Authority Review. Don Buckley with the Unified Fire Authority has no comment at this stage of development.

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

STAFF RECOMMENDATION

Staff recommends approval of the zone change request by Matt Lepire, application 140429-13000S, based on the following findings:

1. That Section 9-5-060 of the DCMC allows for the amendment of the city's zoning map.
2. That though the proposed amendment is not consistent with the current land use plan, it is nonetheless consistent with the goals, objectives and policies of the City's General Plan.
3. That all five findings for a zone change, as contained in 9-5-060(e), are satisfied.
4. That adequate facilities and services exist 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.
5. That the proposed zone change is harmonious with the overall character of existing development in the vicinity of the subject property.
6. That the proposed amendment would not adversely affect adjacent property or the character of the neighborhood.
7. That there are two new schools on 1300 East that were not anticipated when the current land use plan was adopted (2004).
8. That 1300 East is being widened to three lanes to accommodate a higher volume of vehicle traffic, some of which is generated by the new schools.
9. That higher residential density near schools is good planning.

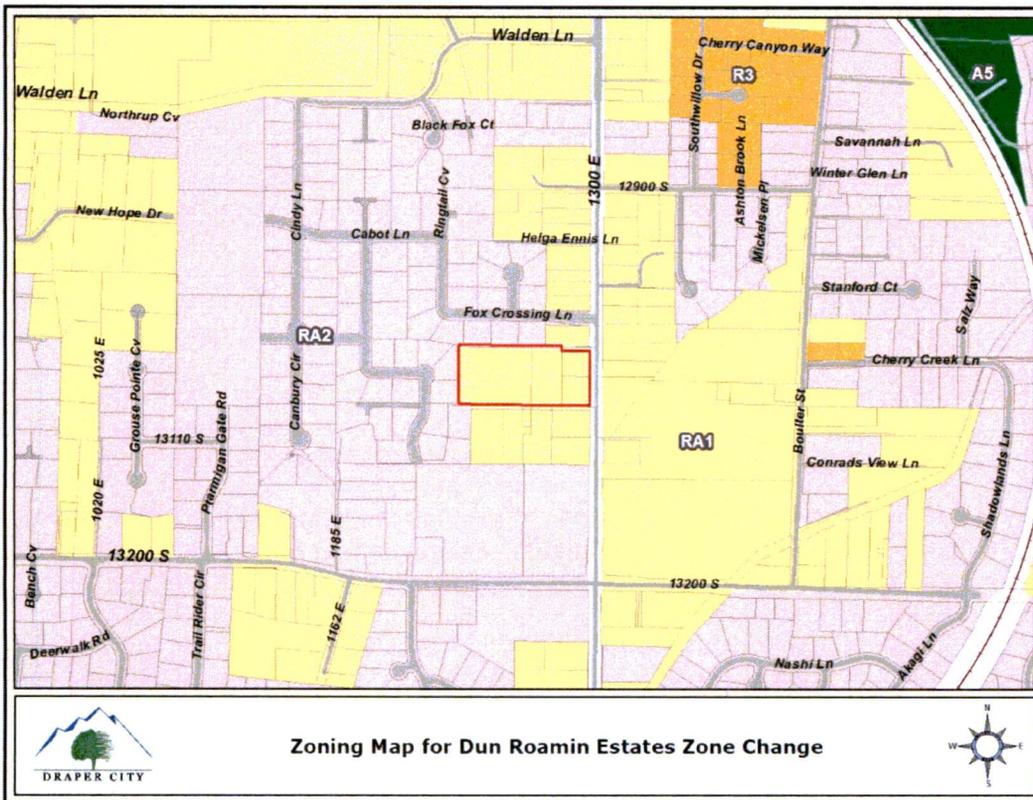
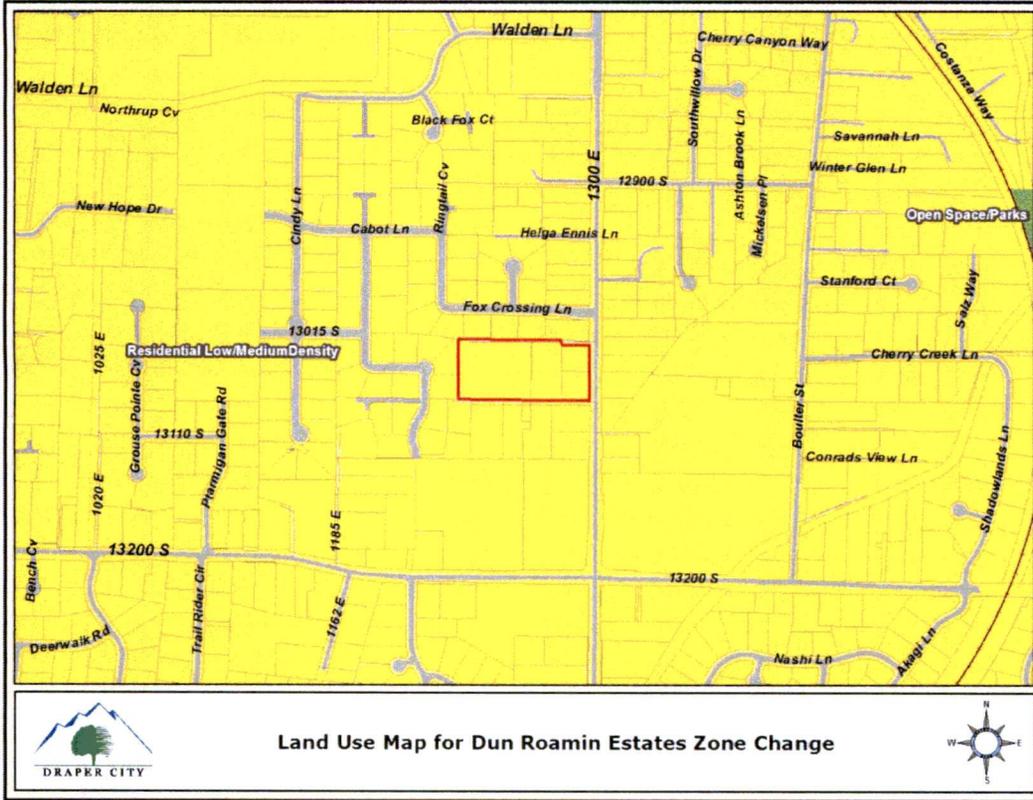
MODEL MOTIONS

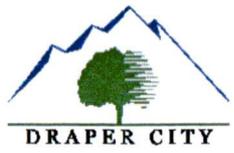
Sample Motion for a Positive Recommendation. “I move we forward a positive recommendation to the City Council on the Dun Roamin Estates Zone Change, as requested by Matt Lepire, application 140429-13000S, based on the findings and subject to the conditions listed in the staff report dated May 9, 2014 and as modified by the conditions below:”

1. List any additional findings and conditions.

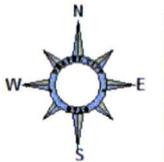
Sample Motion for a Negative Recommendation. “I move we forward a negative recommendation to the City Council on the Dun Roamin Estates Zone Change, as requested by Matt Lepire, application 140429-13000S, based on the following findings:”

1. List all findings.





Aerial Map for Dun Roamin Estates Zone Change



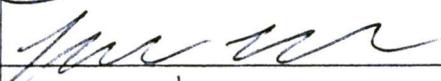
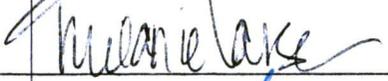
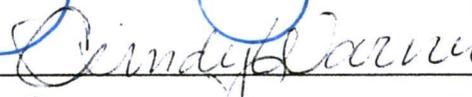
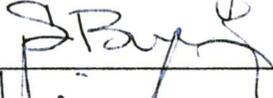
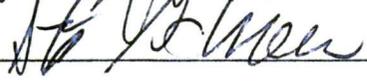
**Petition Signatures to
Prevent RA1 to R3 Rezone
for Dun Roamin Estates**

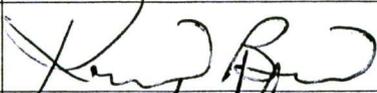
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Date	Signature	Printed Name	Address	Comment
5-13-14	<i>Jessica Morris</i>	Jessica Morris	12955 S. 1300 E. Draper UT	jessica 09292 @gmail.com
5-13-14	<i>Allison Bonham</i>	Allison Bonham	12955 S. 1300 E. Draper, UT.	
5-13-14	<i>Kim Anderson</i>	Kim Anderson	12951 S 1300 E	Kimatchar med@.com
5-13-14	<i>Steve Pearson</i>	Steve Pearson	12937 S. 1300 E	huntjunky.@comcast.net
5-13-14	<i>Michael Anderson</i>	MICHAEL ANDERSON	1312 E 12900 S.	MICHAEL.H.ANDERSON @ICLOUD.COM
5-13-14	<i>Chris Fassler</i>	Chris Fassler	12859 S. 1300 E Draper,	Thanks!
5-12-14	<i>LeAnn Riser</i>	LeAnn Riser	12845 S. 1300 E	leannriser@ Rocketmail.com
5-13-14	<i>Suzanne Fassler</i>	Suzanne Fassler	12859 S. 1300 E	801-671-2212 *
5-13-14	<i>Christina H. Brook</i>	Christina H. Brook	12795 S. 1300 E	801.349.6234
5-13-14	<i>Craig John</i>	Craig John	12795 S 1300 E Draper UT	801 916-6590
5-13-14	<i>Dale Garfield</i>	Dale Garfield	12787 S. 1300 E.	801-572-0456

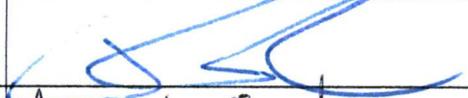
Date	Signature	Printed Name	Address	Comment
5-13-2014	<i>Craig Densley</i>	CRAIG DENSLER	12984 S. 1300 E	TO MARY
5/13/2014	<i>Shelly Densley</i>	Shelly Densley	12984 S. 1300 E	TO MARY
5/13/14	<i>Steve Knudson</i>	Steve Knudson	12984 S. 1300 E	Density
5/13/14	<i>Kate Knudson</i>	Kate Knudson	12984 S. 1300 E	Density
5/13/14	<i>Missy Knudson</i>	Missy Knudson	12984 S. 1300 E	Density
5/13/14	<i>Ben Hennessy</i>	BEN HENNESSY	13014 S. 1300 E	Not Pired
5-13-14	<i>Aubrey Ewing</i>	Aubrey Ewing	12995 S. 1300 E.	Too small of lots too many trees

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Date	Signature	Printed Name	Address	Comment
5/13		James Langen	13044 Summer Harvest	
5/13		Lance Anderson	12962 Alderbrook	
5/13		Melanie Larsen	12449 Fox Crossing Ln.	
5/13		BRENT BAUGH	13079 Canby Cir	
5/13		Cindy Warner	12984 Fox Crossing	
5/13		SLATER BUTTS	12994 Fox Crossing	SBUTTS3RD@GMAIL.CO
5/13		Melissa Johnson	1212 Fox Crossing Ln.	
5/13		Steve Schoonover	1244 Fox Crossing	STEVE571@COMCAST
5/13		Cindy Schoonover	1244 Fox Crossing	
5/13		Andrew Lewin	12983 Alderbrook Cir	
5/13		Carol Lewin	12983 Alderbrook Cir	

Date	Signature	Printed Name	Address	Comment
5/14/14		Kevin Bird	(1197 E. Summer Harvest Lane)	birddrywallinc@gmail.com
5/14/14		MIKE SMAZUR	13043 Summer Harvest Dr.	DON'T CHANGE!
5/14/14	Patricia Benton	Patricia Benton	13057 Summer Harvest	
5/14/14		Nathan N. Savage	13063 Summer Harvest Dr.	accept 1/2 acre lots but prefer to not go smaller
5/14/14	Shannon W. Savage	Shannon W. Savage Baldwins	13063 Summer Harvest Dr.	" "

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Date	Signature	Printed Name	Address	Comment
5/13		Heather Lewin	12983 Alderbrooke Cir	
5/13		KENT LEWIN	12983 ALDERBROOK CIR	
5/13	Angie Anderson	Angie Anderson	12962 S. Alderbrook Cir.	
5/13	Ashley Gregory	Ashley Gregory	12962 S. Alderbrook Cir.	
5/13	Pat Marie	KATH MORRILL	12968 Alderbrook Cir	
5/13		Tony Morrill	12968 Alderbrook Cir.	
5/13	Annette Ekstrom	Annette Ekstrom	12981 Alderbrook Cir	
5/13/14	Jeremy Jensen	Jeremy Jensen	13039 S, 1300 E.	stay 1/2 acre
5-13-14	Amanda Jensen	Amanda Jensen	13039 S, 1300 E	
5/13/14		Holly Nilsen	13497 Brookgate Ln	
5-13-14	Brandy Bennett	Brandy Bennett	1228 E. Fox Crossing	

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Date	Signature	Printed Name	Address	Comment
5/13/14	<i>David Spencer</i>	DAVID R SPENCER	12765 SO 1300 E. DRAPER	NO MORE DEVELOPEMENT
5/13/14	<i>Dawn N. Spencer</i>	Dawn N. Spencer	12765 So. 1300 E. Draper	1300 E. is too busy with traffic now!!
5/13/14	<i>Weldon Bracken</i>	WELDON BRACKEN	12716 So 1300 E DRAPER UT	TOO MUCH TRAFFIC
5/13/14	<i>Susan Bracken</i>	Susan Bracken	12716 S 1300 E DRAPER UT	TOO MUCH CONGESTION and too many people
5/13/14	<i>T. Spratt</i>	T. Spratt	12848 S - 1300 E. DRAPER UT	Needs to stay 1/2 acre +.
5-13/14	<i>Wendy Spratt</i>	Wendy Spratt	12808 So. 1300 E.	stay 1/2 acre
5.13.14	<i>Lisa Spratt</i>	Lisa Spratt	12836 So. 1300 Ea.	Stay 1/2 acre
5-13-14	<i>Pat Green</i>	Pat Green	12858 ^{SO} 1300 E	Stay 1/2 ACRE
5 13 14	<i>Steve Green</i>	Steve Green	12855 SO 1300 E	Stay 1/2 Acre
5-13-14	<i>Don Rawlins</i>	Don Rawlins	12882 S. 1300 E	Stay 1/2 ACRE lots
5-13-14	<i>Peggy Rawlins</i>	Peggy Rawlins	12882 S. 1300 E.	stay 1/2 acre lots

Petition to Prevent Rezoning Proposal from RA1 to R3.

Draper City, Utah at 13000 S. 1300 E. Rezoning Proposal from RA1 to R3. App#140429-13000S. App Name: Dun Roamin Estates.

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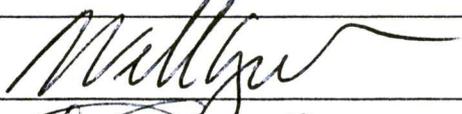
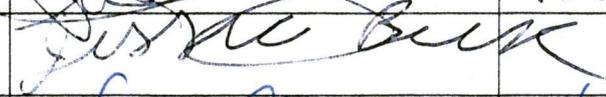
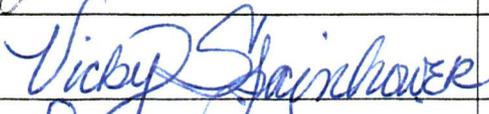
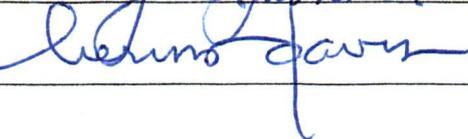
Date	Signature	Printed Name	Address	Comment
5/13/14		Kim Agnew	13005 S. 13 th East	
5/13/14		Mary Jane Beck	12973 ^S . 1300 ^E	m.j.beck.564@gmail.com
5-13-14		Calvin R Adams	12957 ^S 1300 ^E	
5-13-14		Paula Sharp	12967 S 13WE	
5-13-14		TERRY Sherry	12967 S 1300E	

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5-13-14		William Agnew	11781 S. Elmhurst 13605 S. 13th East	Keep 1 acre Lots
5-13-14		Preston Ewing	12995 S. 1300 E.	
5-13-14				
5-14-14		Vicky Spainhower	12359 S. 1565 E. C	
5/14/14		Melissa Davis	12114 S. 800 E.	

Petition to Prevent Rezoning Proposal from RA1 to R3.

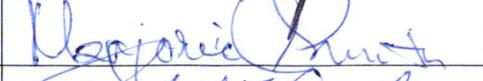
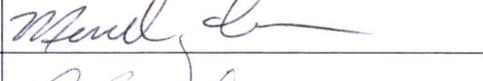
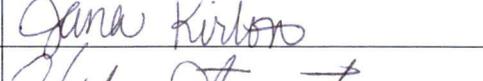
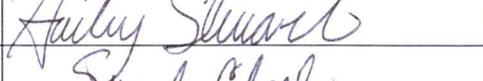
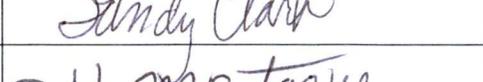
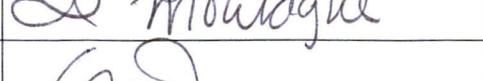
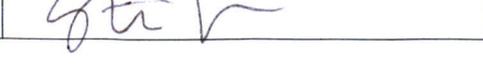
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Date	Signature	Printed Name	Address	Comment
5-23-14	<i>Marian Brodeur</i>	Marian Brodeur	626 E 12100 S Draper	
5-23-14	<i>Deborah Owens</i>	Deborah Owens	1171 E. Parkstone Draper	
5-23-14	<i>Kaylyn Smith</i>	Kaylyn Smith	1167 E Pioneer Rd. Draper	
5-23-14	<i>Deanna Brady</i>	Deanna Brady	1217 Bear Holloway Draper	

Date	Signature	Printed Name	Address	Comment
5-23-2014	<i>Lyla McBride</i>	Lyla McBride	148925, Tooele Lane	
5-23-2014	<i>Carla Smoot</i>	Carla Smoot	404 Golden Pheasant Dr	
5-23-2014	<i>Amy Brand</i>	Amy Brand	13023 Long Tail Dr.	
5-23-2014	<i>Jennifer Assy</i>	Jennifer Assy	1185 E. Piner	
5-23-14	<i>Jan. Parkinson</i>	Jan. Parkinson	7471 E. 12900 S.	
5-23-14	<i>Alison Parkinson</i>	Alison Parkinson	1471 E. 12900 S	
5/23/14	<i>Cynthia Ovard</i>	Cynthia Ovard	1515 E B200 S.	
5/26/14	<i>Joe Owens</i>	Joe Owens	1171 PARKSTONE DR.	
5/26/14	<i>Linda Norton</i>	Linda Norton	12357 Parkstone	
5/25/14	<i>DeLay Norton</i>	DeLay Norton	"	
5/26/14	<i>Dianna Henson</i>	DIANNA HENSON	12368 Parkstone	
5/27/14	<i>Rickard C. Henson</i>	RICKARD C. HENSON	1179 PARKSTONE	no change!

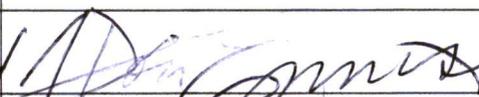
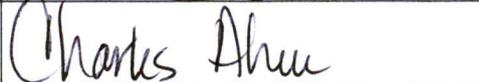
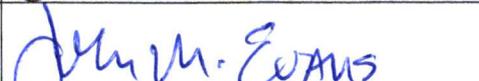
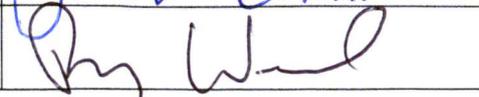
Date	Signature	Printed Name	Address	Comments
5-26-14		Donna Waters	1181 E Parkstone	
5-26-14		Ann Marie Johnson	2090 Geneva Dr	
5-27-14		Marjorie Smith	1157 E Pioneer Rd	
5-27-14		Randall F Smith	1157 E Pioneer Rd	
5-27-14		Neil Staker	13480 S. 1100 E.	
5-27-14		Marilyn Clayson	13039 S. GreenClover	
5-27-14		Merrill Clayson	13039 S. GreenClover	
5-27-14		Jana Kirton	12573 S. 1700 E.	
5-27-14		Jana Kirton	12573 S. 1700 E.	
5-27-14		Hailey Stewart	12573 S. 1700 E.	
5-27-14		Sandy Clark	1711 Evening Breeze Av.	
5/27/14		Amanda Montague	12626 S 1700 E	
5/27/14		Steve Iron	1414 S Sunr Sand	

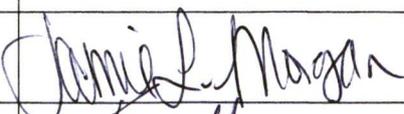
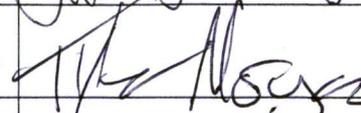
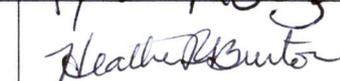
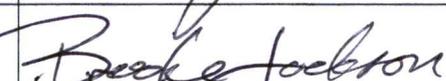
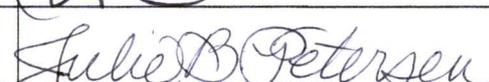
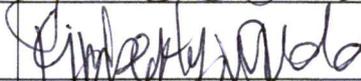
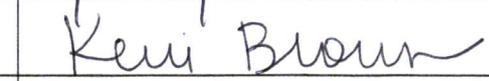
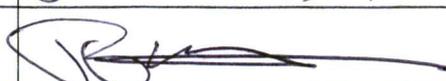
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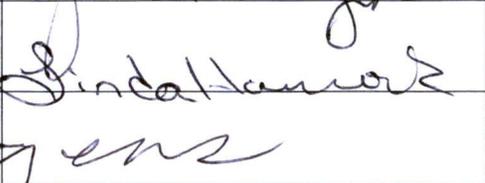
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Date	Signature	Printed Name	Address	Comment
18 May 14		A. DON ENNIS	12976 S. 1300 E	Keep things the same
5/18/14		CLAUDIA ENNIS	12976 S 1300E	TOO MUCH GROWTH!!!
5/22/14		CHARLES AHUE	13050 S 1300E	SAFETY & VALUE
5/25/14		John Evans	13011 S. Fort St	Keep current 2.5 acre as 1 acre.
5/25/14		Randy Woodward	12927 Ringtail Cove	Keep things the same

Date	Signature	Printed Name	Address	Comment
5-25-14		Jamie L. Morgan	775E 13800S Draper UT	STAY THE SAME!!!
5-25-14		Tyler Morgan	775E 13800S Draper UT	STAY THE SAME!
5/27/14		Heather Burton	13074 Summerharvest Drive	Would prefer half acre lots at a minimum.
5/27/14		Marc Jackson	13079 S. Summerharvest Dr. Draper, UT 84020	STAY THE SAME!
5/27/14		Brooke Jackson	"	STAY THE SAME!
5/27/14		David Petersen	1183 Summerharvest Dr. Draper UT 84020	Stay the same.
5/27/14		Julie Petersen	1183 Summer Harvest Draper, UT 84020	Stay the same
5/27/14		Kimberly Judd	1173 Summerharvest Dr. Draper, UT 84020	stay the same!!
5/27/14		ROBERT BROWN	13058 Canbury Cir DRAPER UT 84020	R-1 R-1 zoning
5/27/14		Kerri Brown	13058 Canbury Cir Draper UT 84020	
5/27/14	JEFF HUDSON	JEFF HUDSON	13032 south Canbury circle Draper UT 84020	R2 only
5-27-14		Robin McCulloch	13096 Canbury Circle Draper, UT 84020	R2 or larger

Date	Signature	Printed Name	Address	Comments
5-23-2014	Marvin Sorn	MARVIN SORN	13052 So. 13TH E.	NO ACC. OUT IN ATENAC-
5-27-14	Carol McCulloch	Carol McCulloch	13096 Canbury Circle	1/2 acre fine
5/27/14	Leslie Herrmann	Leslie Herrmann	13097 S. Canbury	1/2 acre fine
5/27/14	Rochelle Baugh	Rochelle Baugh	13079 S. Canbury Cir	1/2 acre fine
5/27/14	Avecia Williams	AVECIA WILLIAMS	1199 E. CABOT LN	no less than 1/2 acre
5/27/14	Romney Williams	ROMNEY WILLIAMS	1199 E. CABOT LANE	LET'S KEEP LOT SIZES AT 1/2 ACRE OR MORE
5/27/14	Jana Woodward	Jana Woodward	12927 Ringtail Cove	

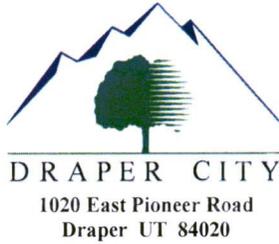
Date	Signature	Printed Name	Address	Comment
5/22/14		Linda Hancock	13028 Summer Harvest Dr.	-
5/22/14		Juliet Salazar	13043 Summer Harvest Dr.	-
5/22/14	 N. Byers	Linda Hancock	13028 Summer Harvest Dr.	-

Return to Agenda

ITEM #7

REQUEST FOR COUNCIL ACTION

To:	Mayor & City Council
From:	Vivien Pearson
Date:	June 2, 2014
Subject:	Limited Service Alcohol License – Sushi Ya Draper, Inc
Applicant Presentation:	Ji Hao Li and Ri Kuang Liu
Staff Presentation:	Keith Morey
RECOMMENDATION:	
City Council approval for Limited Service Alcohol License for Sushi Ya Draper, Inc - 177 W 12300 S Suite #103	
BACKGROUND AND FINDINGS:	
Applicant Ji Hao Li and Ri Kuang Liu are requesting a Limited Service Restaurant Alcoholic Beverage License. Five limited service licenses have been issued. The applicant's will be applying for a limited service restaurant alcoholic beverage license with the Department of Alcohol Beverage Commission. Local consent form is attached.	
PREVIOUS LEGISLATIVE ACTION:	
FISCAL IMPACT: Finance Review: _____ N/A	
SUPPORTING DOCUMENTS:	
Limited Service application in the amount of \$600 to cover application fee. Copy of Business License Application. Surety Bond in the amount of \$10,000 Background check on Ji Hao Li and Ri Kuang Liu Diagram of interior of store showing location of beer storage Map showing location to be more than 600ft from nearest Park, Church, School etc., as required by ordinance.	



**LOCAL CONSENT
LIMITED SERVICE RESTAURANT**

Date: _____

Utah Department of Alcoholic Beverage Control
Licensing and Compliance Division
1625 South 900 West
P.O. Box 30408
Salt Lake City UT 84130-0408

To Whom It May Concern:

Draper, Salt Lake County (City)(Town)(County) hereby grants its consent to the issuance of a Limited Service Restaurant Alcohol License to:

Sushi Ya Draper, Inc
121 E 12300 S Suite #103

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



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

ALCOHOLIC BEVERAGE LICENSE APPLICATION

Business Name: Sushi Ya Draper Inc Telephone: (801)
Business Location: 177 w 12300 s. suite 103 Draper, Utah 84020

Mailing Address: 177 w 12300 s #103 City: Draper State: UT Zip: 84020

Property Owner, if leasing or renting: Jim Duffin Telephone: (801) 274-9768
Property Owner's Address: 5330 s 900 e SLC, UT 84117
#130

Business Owner: Ri Kuang Liu Telephone: (801) 652-9367
Home Address: 11514 Black Forest Dr City: Sandy State: UT Zip: 84094
e-mail address: Shuy.liu531@gmail.com

Type of License: Off Premise Full Service Limited Service Banquet
 Club (Please specify type): _____ Beer Only Manufacturer License

I am applying for Local Consent to obtain a alcohol license at the Department of Alcoholic Beverage Control.
 I am not applying for Local Consent.

Date business will begin: March 5, 2014

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, Ri Kuang Liu, 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 Department of Alcoholic Beverage Control, 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.

Ri Kuang Liu
Signature of Business Owner or Agent by written authorization

Date: May 9, 2014

Off premise Consumption	<input type="checkbox"/>	_____
On Premise Consumption	<input checked="" type="checkbox"/>	_____
Total Fee	\$	<u>600.00</u>

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



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: <u>Sushi Ya Draper Inc</u>	
Location of Business: <u>177 west 12300 south</u>	Suite No./Apt. No.: <u>Suite # 103 & 104</u>
City: <u>Draper</u> State: <u>UT</u>	Zip Code: <u>84020</u>
Business Telephone:	Business Fax:
Property Owner Name: <u>South Willow Business Park, LLC</u>	Telephone: <u>(801) 652-9360</u>

Section 2: Owner Information

Business Owner: <u>Ri Kuang Liu, Ji Hao Li</u>	
Owner Home Address: <u>11514 Black Forest Drive</u>	Suite No./Apt. No.:
City: <u>Sandy</u> State: <u>UT</u> Zip Code: <u>84094</u>	Telephone: <u>(801) 652-9360</u>

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

<input checked="" type="checkbox"/> Same as Section 1	<input type="checkbox"/> Same as Section 2	<input type="checkbox"/> Send all correspondence to:
City:	State:	Zip:
Type of Organization: (include copy of Articles of Incorporation and copy of name registration with State of Utah)		
<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> LLC	<input type="checkbox"/> LP
<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Other: <u>Incorporated</u>
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)	Federal Tax I.D. #:	
Projected Opening Date for Business: <u>3/1/14</u>	E-Mail Address: <u>shuy.liu531@gmail.com</u>	

Detailed Description of Business: Japanese all-you-can-eat restaurant. There will also be beverages as well as some Chinese dishes. There will also be alcoholic beverages.

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: Ri Kuang Liu

Date: 2/12/2014 **Title:** owner

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>75⁰⁰</u>	Office Use Only
Owner/# of Employees: <u>7</u> <u>49⁰⁰</u>	Approvals:
Other Fees (if applicable):	Fire: <input checked="" type="checkbox"/> Bldg. Inspection: _____
Total: <u>124⁰⁰</u>	Police: <u>n/a</u> P & Z: <u>2-1814</u>
	SV Water: <u>n/a</u> SL Co. Health: _____ Animal Control: <u>n/a</u>
	Other: <u>n/a</u>
	<input type="checkbox"/> Approved by Business License Official. Fees may be accepted and deposited at this time.

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

Receipt No: 1.071591 May 27, 2014

Sushi Ya Draper Inc

Previous Balance: .00
BUSINESS LICENSE FEES
117 W 12300 S 600.00
11-31-7403
Liquor/Beer License

Total: -----
600.00
=====

Check
Check No: 145 600.00
Payor:
Sushi Ya Draper Inc
Total Applied: 600.00

Change Tendered: -----
.00
=====

05/27/2014 04:42PM



Department of Public Safety

KEITH D. SQUIRES
Commissioner

Receipt No: 2014050511

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: JI HAO LI	Date of Birth:
<u>Other Names Used:</u> No other names exist.	
<u>Other Dates of Birth Used:</u> No other birth dates exist.	

NO CRIMINAL RECORD FOUND

This report reflects the criminal history as of: **03/24/2014**

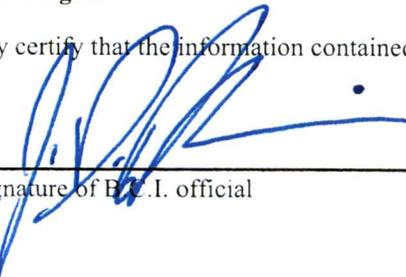
The Bureau of Criminal Identification did not find a match for this individual in the Utah computerized criminal history database.

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

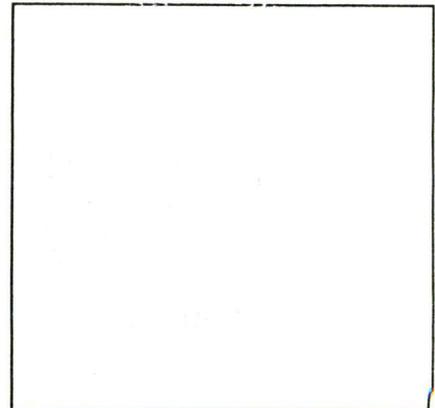
This is a report of search results from the Utah computerized criminal history file only. It does not preclude the existence of juvenile arrests, arrests in other states, or arrests not reported to the Bureau of Criminal Identification.

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





Department of Public Safety

KEITH D. SQUIRES
Commissioner

Receipt No: 2014050520

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: RI KUANG LIU	Date of Birth:
Other Names Used: (LIU, RIKUANG)	
Other Dates of Birth Used: No other birth dates exist.	

NO CRIMINAL RECORD FOUND

This report reflects the criminal history as of: **03/24/2014**

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.

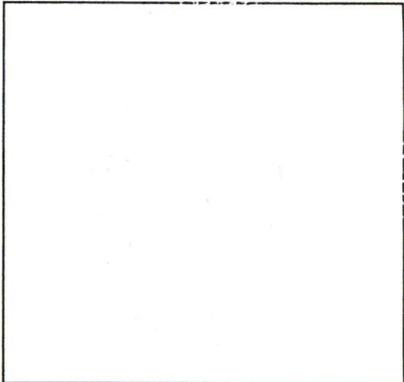
This is a report of search results from the Utah computerized criminal history file only. It does not preclude the existence of juvenile arrests, arrests in other states, or arrests not reported to the Bureau of Criminal Identification.

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





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/22/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Granite Insurance Agency LLC 5330 S. 900 E. #130 Salt Lake City, UT 84117	CONTACT NAME: Amy Marble
	PHONE (A/C No, Ext): (801)261-1303 FAX (A/C, No): (801)820-3328
	E-MAIL ADDRESS: graniteinsurance@gmail.com
	INSURER(S) AFFORDING COVERAGE
	NAIC #
INSURED Sushi Ya Draper, Inc. James Liu 177 W. 12300 S., Ste. 104 Draper, UT 84020	INSURER A: Travelers Insurance
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: 00003688-0 REVISION NUMBER: 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			680-3E725909-14-42	03/13/2014	03/13/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	AUTOMOBILE LIABILITY						PRODUCTS - COM/PROP AGG \$ 2,000,000
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	EXCESS LIAB						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED						WC STATUTORY LIMITS
	RETENTION \$						OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						E.L. EACH ACCIDENT \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Included Liquor Liability coverage

CERTIFICATE HOLDER

Department Of Alcoholic Beverage Control
1625 S. 900 W.
Salt Lake City, UT 84104

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Jim Duffin
(ASM)

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UTAH DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL
1625 S 900 W • PO Box 30408 • Salt Lake City, UT 84130-0408 • Phone (801) 977-6800 • Fax (801) 977-6889

“RESTAURANT LIQUOR BOND”

BOND # 106094374

KNOW ALL PERSONS BY THESE PRESENTS:

That **Principal**, SUSHI YA DRAPER, INC., a restaurant liquor licensee, doing business as Sushi Ya Draper, and **Surety**, Travelers Casualty and Surety Company of America, a corporation organized and existing under the laws of the state of CONNECTICUT and authorized to do business in Utah, are held and bound unto the Utah Department of Alcoholic Beverage Control in the sum of **\$10,000**, for which payment will be made, we hereby bind ourselves and our representatives, assigns, and successors firmly by these presents.

Dated this 28 day of April, 2014.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the above principal has made application to the Utah Alcoholic Beverage Control Commission for a restaurant liquor license pursuant to the provisions of 32B-5-204, Utah Code.

NOW, THEREFORE, if said principal, its officers, agents and employees shall faithfully comply with the provisions of Title 32B, Utah Code, and the rules and directives of the Utah Alcoholic Beverage Control Commission and the Utah Department of Alcoholic Beverage Control, then this bond shall be void; but, if said principal, its officers, agents and employees fail to comply with the provisions of the laws, rules and directives or orders as the commission or department may issue, then this bond shall be in full force and effect and payable to the Utah Department of Alcoholic Beverage Control. This bond shall run for a continuing term effective April 28, 2014 unless canceled by service of written notice upon the Utah Department of Alcoholic Beverage Control, which cancellation shall be effective 30 days after receipt of such notice; provided however, that no part of this bond shall be withdrawn or canceled while violations, legal actions or proceedings are pending against said licensee / principal.

Travelers Casualty and Surety Company of America

Surety



Attorney in fact

Aaron Salvucci

{ Corporate Seal }

SUSHI YA DRAPER, INC.

Principal / Licensee



Authorized signature

owner

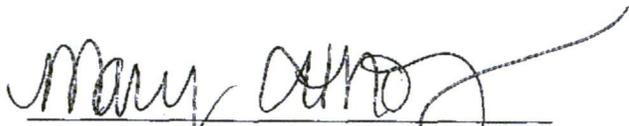
Name / Title

STATUTORY AFFIDAVIT FOR CORPORATE SURETY

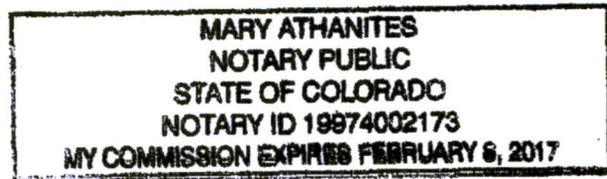
STATE OF: Colorado

COUNTY OF: Arapahoe

On the 28 day of April, 2014, personally appeared before me, Aaron Salvucci, who, being by me duly sworn, did say that he / she is the attorney in fact of Travelers Casualty and Surety Company of America, **Surety**, and that said instrument was signed in behalf of said surety by authority, and acknowledged to me that he / she as such attorney in fact executed the same.



Notary Public Signature & Seal



Note: Corporate surety's own affidavit also acceptable



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 227065

Certificate No. 005613176

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Richard C. Schultz, Lisa D. Selby, Mary Athanites, Mary E. Davis, Kristen C. Fox, Chris E. Case, Joanne Barney, Arin Kamoltrakul, Colleen N. Hopwood, Michael P. Pitz, Marva L. Jackson, Ronald L. Bauer, Peter Romanovsky, Mary Bescher, Kelly Hayes, Jared R. Scharton, Stephanie L. Snook, Timothy J. Wilson, Christian Germani, Sara Rogers, Erin Singmaster, Aaron Salvucci, Laura Spomer, Jill Hovey, Alex Befus, Ana Ochoa, and Cameron Pritchett

of the City of Greenwood Village, State of Colorado, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 21st day of August, 2013.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Rancy, Senior Vice President

On this the 21st day of August, 2013, before me personally appeared Robert L. Rancy, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

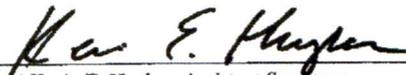
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

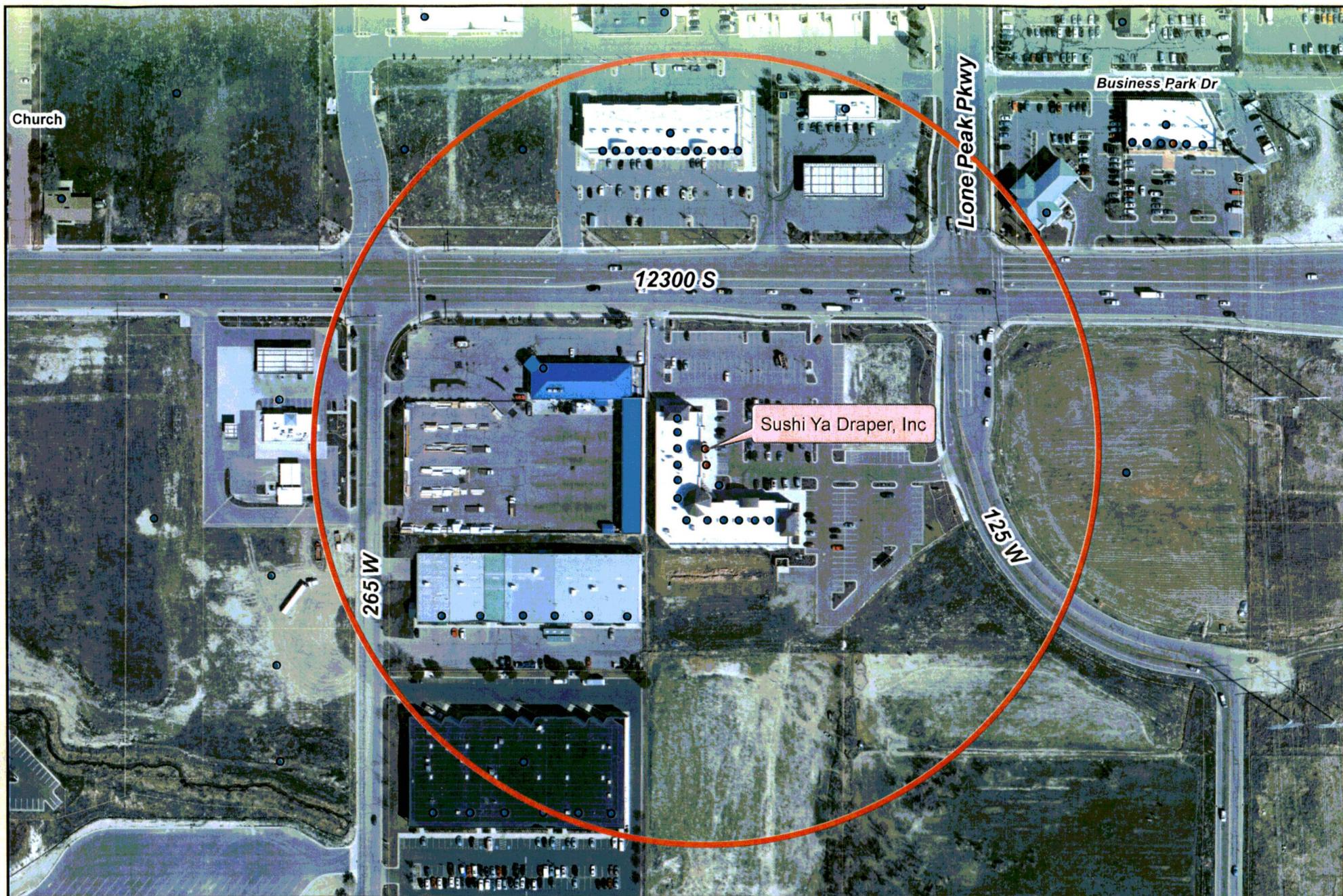
I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28 day of April, 2014.

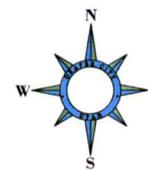
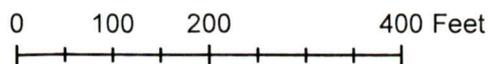

Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



Sushi Ya Draper, Inc 177 W 12300 S Suite 103, 600' Buffer



Return to Agenda

ITEM #8

REQUEST FOR COUNCIL ACTION

To:	Mayor & City Council
From:	Carolyn Prickett, Engineering
Date:	June 10, 2014
Subject:	1300 East Project Right of Way Contract and Termination of Deferral Agreement
Applicant Presentation:	Marilyn Larson
Staff Presentation:	Glade Robbins

RECOMMENDATION:

City Council consider the request of Marilyn Larson to approve the Right of Way Contract and Termination of Deferral Agreement with Jakester, L.C. for Project Parcel 124 at 12958 South 1300 East (Corner Canyon Academy) for the 1300 East, Pioneer Road to 13200 South Project.

BACKGROUND AND FINDINGS:

Right of Way acquisition for the 1300 East, Pioneer Road to 13200 South, Project is in progress. Advertisement for the project construction is anticipated this fall once all right of way has been acquired.

When the site plan for Corner Canyon Academy was approved in 2005, a deferral for the installation of public improvements was granted. Notice was given to the property owner, Marilyn Larson, by certified mail requesting the installation of improvements be completed in accordance with the deferral agreement. In conversations with Ms. Larson, she expressed concerns of the cost burden to construct the public improvements and dedicate property.

The Right of Way Contract and Termination of Deferral Agreement grants the right of way and construction easement to Draper City in exchange for terminating the Deferral Agreement. The public improvements will be constructed as part of the 1300 East Project. It is estimated the public improvement construction across the 148 feet of fronting property will cost \$12,000. Estimated costs for right of way, temporary construction easement, existing improvements and cost to cure are \$10,600.

PREVIOUS LEGISLATIVE ACTION:

Agreement #13-09: Contract for the environmental study with H.W. Lochner, Inc. (study completed and document approved)

Agreement #13-52: Federal Aid Agreement for participation in the design and construction project costs

FISCAL IMPACT: Finance Review: rw

GL# 41-53-1943: \$230,847 – Draper City's 6.77% of the Federal Aid Agreement plus any overruns and ineligible items per the Federal Aid Agreement.

The 1300 East, Pioneer Road to 13200 South, Project is transportation impact fee eligible.

SUPPORTING DOCUMENTS:

- Right of Way Contract and Termination of Deferral Agreement with attachments
- Email from Marilyn Larson requesting right of way donation in exchange for obligation to install public improvements

Carolyn Prickett

From: Marilyn Larson [cornercanyonacademy@hotmail.com]
Sent: Monday, May 12, 2014 4:57 PM
To: Carolyn Prickett
Subject: RE: 1300 East Public Improvements

Dear Carolyn,

In response to your letter concerning the improvement along 1300 East.

When we received our conditional use permit, (which is not as yet to our knowledge) a commercial permit. However we would love for it to be.

At that time we were just getting started in this location and our enrollment capabilities were held at 45 per session. Which was the amount we had at the old Preschool on Fort Street.

It was to our understanding that as soon as we opened and could prove that our parking and loading areas were sufficient as not to cause stacking on 1300 East, we could come back to the city and ask to increase our enrollment to double that amount of our enrollment . Which we did.

Due to some really mean and uncontrollable, unforeseen circumstances. It took us many applications with the city. Enormous amounts of time and money to get our approvals.

At that time we agreed to give the city the land that would be needed when the improvements were put through.

Now we are finding out that our neighbors are receiving money for the land that will be used for the widening of 1300 East.

I guess we are ok with the fact that we will be the only people along here that has to ' give ' their land for free. But having to be responsible to put in the improvements at our expense is a lot to ask of us.

Especially considering how many years , time and money it has taken for us to get the approvals we thought we would get the year after we opened.

We are just signing students up for the 2nd Fall enrollment since we were able to increase our numbers. As you can imagine, the burden has weighed heavily on us.

Please consider allowing us to donate the land but not be responsible for any additional improvements.

Thank you
Marilyn Larson

From: carolyn.prickett@draper.ut.us
To: cornercanyonacademy@hotmail.com
Subject: 1300 East Public Improvements
Date: Thu, 8 May 2014 18:19:02 +0000

Marilyn,

In the letter dated March 31, 2014, Draper City requested the site plan approval condition of property dedication to Draper City and covenants of the deferral agreement to install the public improvements be met. In a follow-up telephone conversation, you expressed your concern of the burden the expense of the improvements would be and the fairness of the other property owners receiving the benefit of the project funding for the improvements along their fronting property. You stated you understood you would be dedicating the property required for the 1300 East right of way. Will you please provide your concerns and proposal for Draper City to consider to me in writing?

Thank you,

Carolyn Prickett, P.E.
Draper City Engineering Division
801-576-6365
www.draper.ut.us

WHEN RECORDED, PLEASE MAIL TO:

Draper City Recorder
1020 East Pioneer Road
Draper, UT 84020

**Affects Tax ID No. 28-32-277-027
Project Parcel No. 124**

**RIGHT OF WAY CONTRACT AND
TERMINATION OF DEFERRAL AGREEMENT**

THIS AGREEMENT is made by and between **JAKESTER, L.C., A UTAH LIMITED LIABILITY COMPANY** (hereinafter referred to as “Grantor”), whose address is 4952 South Mantyla Street, Taylorsville, Utah 84123 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, Grantor is the successor in interest of a certain Agreement dated **March 17, 2005**, which was recorded as **Entry #9358537, Book 9122 Pages 2516-2520** in the Salt Lake County Recorder’s Office, hereinafter referred to as the “Deferral Agreement”; and

WHEREAS, such agreement pertained to the deferral of installation of, or payment for, certain off-site improvements on a portion of land including **12958 South 1300 East**, hereinafter referred to as the “Property”; and

WHEREAS, the property is located within the limits of the **1300 East Street Widening Project** which was recently initiated by the City; and

WHEREAS, the City is willing to relieve Grantor’s obligation to install certain off-site improvements as identified in the Deferral Agreement in trade for Grantor’s dedication of the required property and temporary construction easements identified in Exhibit “A” with all existing improvements contained within said property and temporary construction easements;

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:

1. **Recitals**. The recitals are hereby incorporated as if fully set forth here within.
2. **Termination**. The Deferral Agreement is hereby terminated and declared to be null and void and of no further effect.
3. **Fee Title Owner**. Grantor hereby represents and warrants that as of the date of Recording of this Agreement, Grantor owns fee title interest to the Property.

Agreement to Terminate Deferral Agreement – Parcel 124

4. **Property and/or Temporary Construction Easement Dedication.** Grantor hereby agrees to dedicate and convey herewith, at no cost to the City, a parcel(s) of land known as Project Parcel No. **124:C** and **124:CE** identified in Exhibit “A”. Property will be transferred free of all liens and encumbrances except recorded easements by using the attached Warranty Deed (Exhibit B) and Temporary Construction Easement (Exhibit C).

5. **New Frontage Improvements.** City will furnish and install, at no cost to the Grantor, the following new frontage improvements: sidewalk, curb and gutter, flared concrete drive approach(es), driveway transition, asphalt tie-in, park strip landscaping and sprinklers.

6. **Existing Improvements.** Grantor agrees to allow City to remove and dispose of all existing landscaping and improvements within Project Parcel No. **124:C** and **124:CE** including, but not limited to, paving, fences, pilasters, mailboxes, footings, foundations, trees, boulders, landscaping, and sprinklers. Grantor specifically releases the City from any and all responsibility to compensate for, or maintain, existing landscaping and improvements within the Temporary Construction Easement, and understands and agrees that these items located therein will be the sole property of the Grantor. Grantor shall be liable and responsible for any future reconstruction, maintenance, or adjustment within the Temporary Construction Easement area.

7. **Transition Slopes.** Where transition slopes from sidewalks and driveway tie-ins are constructed in lieu of retaining walls, the City will leave the transition slopes in a ready-to-landscape condition, free of construction debris, upon completion of construction. Landscape restoration within transition slopes shall be the responsibility of the Grantor.

8. **Access and Perimeter Security During Construction.** It is understood that the proposed construction, within the areas being conveyed, will be done in such a manner as to maintain the Grantor’s existing vehicular access and perimeter security. If installation of temporary fencing is necessary, the City will, at no cost to Grantor, install and remove temporary fencing upon completion of construction. Removal of the temporary fencing will be preceded with a minimum 30-day written notice to Grantor to allow Grantor sufficient time to re-construct their permanent fencing as necessary to secure their perimeter. Grantor specifically releases the City from any and all liability for their perimeter security and fence reconstruction providing the above required 30-day written notice has been given to the Grantor.

9. **Notices.** Any notices, requests, or demands required or desired to be given hereunder shall be in writing and shall be mailed to, or served personally upon, the intended party.

10. **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 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.

Agreement to Terminate Deferral Agreement – Parcel 124

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. **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.

13. **Exhibits.** Any exhibit(s) 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.

14. **Recording.** This Agreement shall be recorded with the County Recorder's office for all parcels or lots within the Property as notice of the required Improvements and notice of the requirement to pay for the same.

Agreement to Terminate Deferral Agreement – Parcel 124

CITY ACKNOWLEDGMENT

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

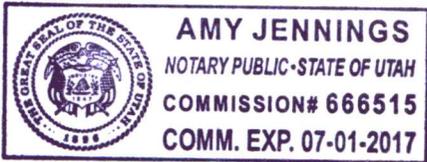
On the ____ day of _____, 20__, personally appeared before me Troy K. Walker, who being duly sworn, did say that he is the Mayor of **Draper City**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and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

Notary Public

GRANTOR ACKNOWLEDGMENT

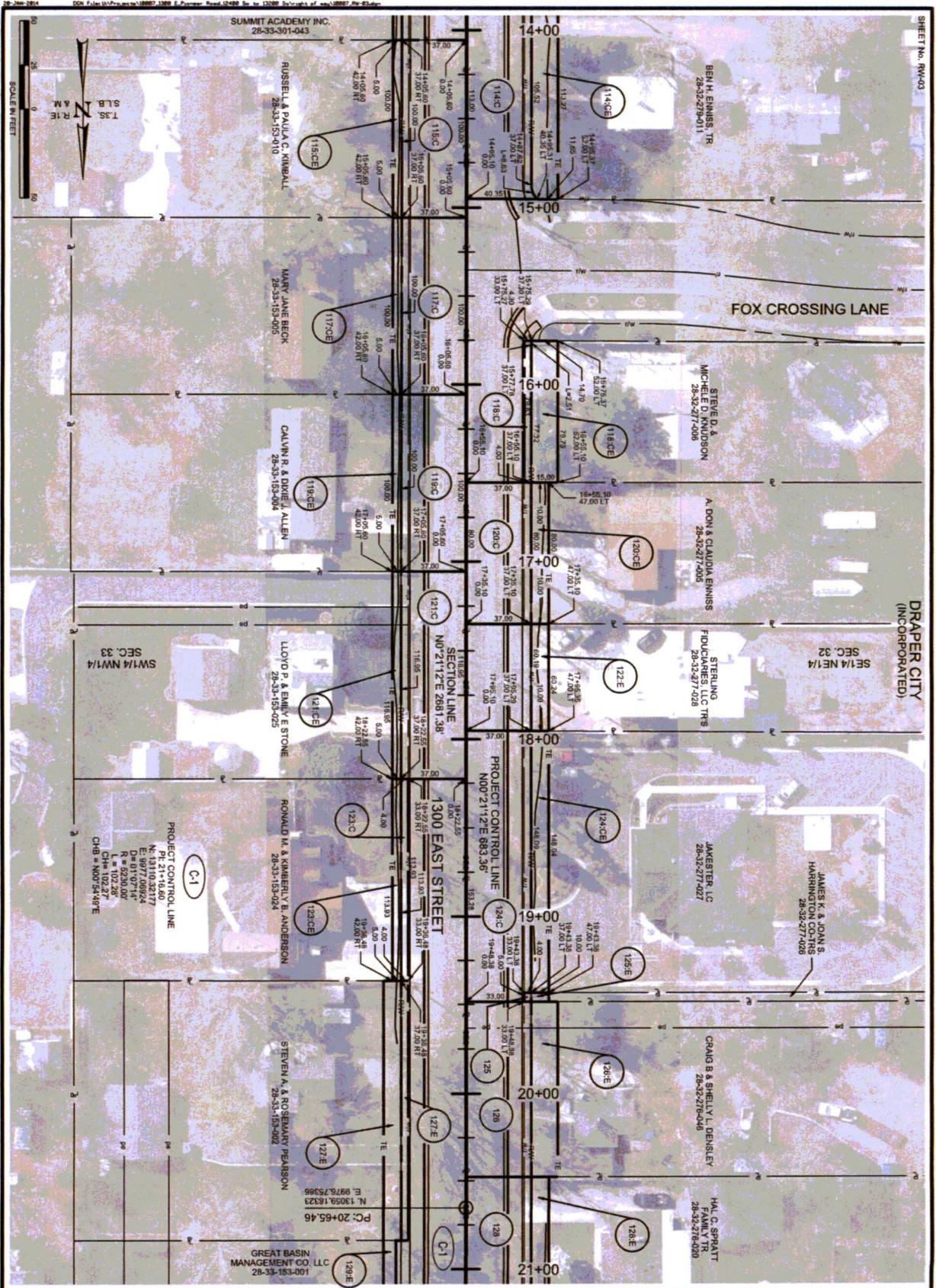
STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 29th day of May, 20 14, personally appeared before me Marilyn S. Larson who being duly sworn, did say that she is the Manager of **Jakester, L.C.**, a Utah Limited Liability Company, and that the within and foregoing instrument was signed on behalf of said company by authority, and said Manager / Marilyn S. Larson who duly acknowledged to me that said company executed the same.



Amy Jennings
Notary Public

EXHIBIT A



PROJECT	1300 EAST, PIONEER ROAD (12400 SO) TO 13200 SO		APPROVED	DATE	DRAWN BY	CKD
PROJECT NUMBER	F-R299(138)	PN 10007	PROFESSIONAL LAND SURVEYOR		CHECKED BY	TJB
S&T LANE	RIGHT OF WAY PLAN SHEET					
COUNT	28					
SHEET NO.	RW-03					

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

WITH A COPY TO:
Draper City
1020 E. Pioneer Rd
Draper City, Utah 84020

Warranty Deed

(Limited Liability Company)

Salt Lake County

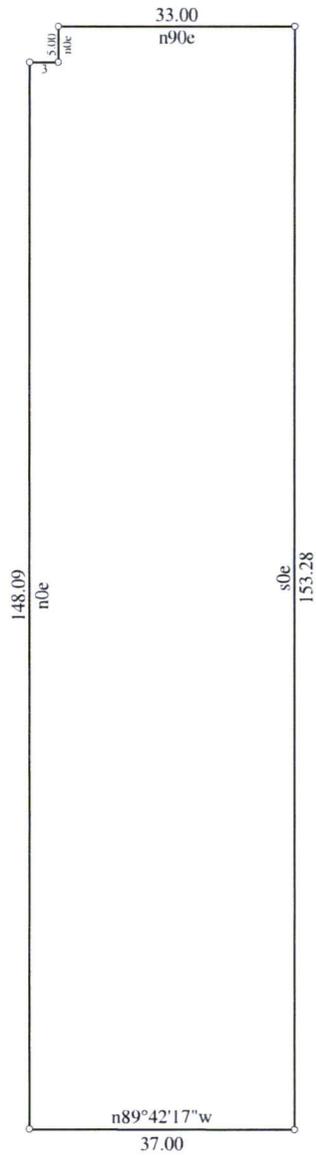
Tax ID No.	28-32-277-027
Parcel No.	R299:124:C
Project No.	F-R299(138)
PIN No.	10007

Jakester, L.C.

a Limited Liability Company of the State of _____ Utah _____ Grantor(s),
hereby CONVEYS AND WARRANTS to DRAPER CITY, a municipal corporation of the State of
Utah, at 1020 East Pioneer Road, Draper, Utah 84020, Grantee,
for the sum of _____ TEN (\$10.00) _____, Dollars,
and other good and valuable considerations, the following described parcel of land in
_____ Salt Lake _____ County, State of Utah, to-wit:

A parcel of land in fee for the widening of the existing 1300 East Street, known as Project No. F R299(138),
being part of an entire tract of property situate in the SE1/4NE1/4 of Section 32, T. 3 S., R. 1 E.,
S. L. B. & M. The boundaries of said parcel of land are described as follows:

Beginning at the southeast corner of said entire tract in the easterly section line of said Section 32, which
corner is 413.00 ft. North along said section line from the Southeast corner of the Northeast Quarter of said
Section 32, said corner is also in the Project Control Line at approximate engineer station 17+95.10; and
running thence N. 89°42'17" W. (West by record) 37.00 ft. along the southerly boundary line of said entire
tract to a point opposite engineer station 17+95.29; thence North 148.09 ft. along a line parallel with and
37.00 ft. perpendicularly distant westerly from said control line to the northerly boundary line of said entire
tract at a point opposite engineer station 19+43.38; thence East 4.00 ft. to the southeast corner of a tract of



Title: Parcel 124:C		Date: 01-14-2014
Scale: 1 inch = 25 feet	File: 10007_F-R299(138)_2P_124_C_DeedPlot.des	
Tract 1: 0.130 Acres: 5648 Sq Feet: Closure = s35.4810w 0.00 Feet: Precision >1/999999: Perimeter = 380 Feet		
001=n0e 413.00	004=n90e 4.00	007=s0e 153.28
002=n89.4217w 37.00	005=n0e 5.00	
003=n0e 148.09	006=n90e 33.00	

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

WITH A COPY TO:
Draper City
1020 E. Pioneer Rd
Draper City, Utah 84020

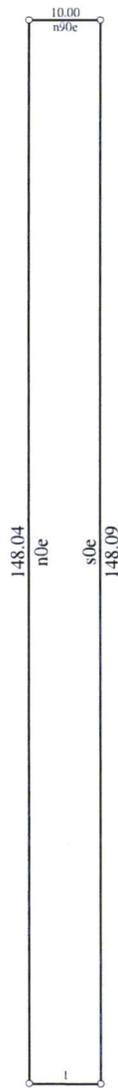
Easement
(Limited Liability Company)

Salt Lake County	Tax ID No.	28-32-277-027
	Parcel No.	R299:124:CE
	Project No.	F-R299(138)
	PIN No.	10007

_____ Jakester, L.C. _____
a Limited Liability Company of the State of _____ Utah _____ Grantor(s),
hereby GRANTS AND CONVEYS to DRAPER CITY, a municipal corporation of the State of Utah,
at 1020 East Pioneer Road, Draper, Utah 84020, Grantee,
for the sum of _____ TEN (\$10.00) _____, Dollars,
and other good and valuable considerations, the following described easement in
Salt Lake County, State of Utah, to-wit:

A temporary easement, upon part of an entire tract of property, in the SE1/4NE1/4 of Section 32, T. 3 S., R. 1 E., S.L.B. & M., in Salt Lake County, Utah, to facilitate the construction of driveway and roadway improvements, side treatments and appurtenant parts thereof and blending slopes, incident to the widening of the existing 1300 East Street known as Project No. F-R299(138). This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for three years, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities. The boundaries of said part of an entire tract of land are described as follows:

Beginning at a point in the southerly boundary line of said entire tract, which point is 413.00 ft. North along the easterly section line and 37.00 ft. N. 89°42'17" W. (West by record) from the Southeast corner of the



Title: Parcel 124:CE		Date: 01-14-2014
Scale: 1 inch = 25 feet	File: 10007_F-R299(138)_2P_124_CE_DeedPlot.des	
Tract 1: 0.034 Acres: 1481 Sq Feet: Closure = s04.5637w 0.00 Feet: Precision = 1/205120: Perimeter = 316 Feet		
001=n0e 413.00	004=n0e 148.04	
002=n89.4217w 37.00	005=n90e 10.00	
003=n89.4217w 10.00	006=s0e 148.09	

[Return to Agenda](#)

ITEM #9

REQUEST FOR COUNCIL ACTION

To:	Mayor & City Council
From:	Bob Wylie, Finance Director
Date:	June 17, 2014
Subject:	4th Quarter Budget Amendment for FY 2013-2014
Applicant Presentation:	None
Staff Presentation:	Bob Wylie, Finance Director

RECOMMENDATION:

Approve Resolution 14-42 amending the budget for fiscal year ending June 30, 2014 as proposed.

BACKGROUND AND FINDINGS:

See attached staff report.

PREVIOUS LEGISLATIVE ACTION:

Resolution 13-39 adopting Draper City budget for fiscal year ending June 30, 2014.
Resolution 13-50 1st quarter budget amendments for fiscal year ending June 30, 2014.
Resolution 13-53 2nd quarter budget amendments for fiscal year ending June 30, 2014
Resolution 14-16 3rd quarter budget amendments for fiscal year ending June 30, 2014
Resolution 14-18 3rd quarter 2nd budget amendments for fiscal year ending June 30, 2014

FISCAL IMPACT: Finance Review: _____

- See attached staff report

SUPPORTING DOCUMENTS:

- Resolution 14-42
- Staff report with supporting documentation

RESOLUTION NO. 14-42

A RESOLUTION AMENDING THE ADOPTED BUDGET OF DRAPER CITY FOR FISCAL YEAR 2013-2014.

WHEREAS, the City Council of Draper City has adopted Resolution No. 13-39 which adopted the final budget for the fiscal year beginning July 1, 2013 and ending June 30, 2014, in accordance with the requirements of the Utah Code Annotated; and

WHEREAS, the City Council of Draper City wishes to amend the fiscal year 2013-2014 budget; and

WHEREAS, a public hearing to consider the appropriations has been noticed and held and all interested persons were heard, for or against the appropriations; and

WHEREAS, the City Council of Draper City hereby finds this action in the best interest of the public's health, safety and general welfare.

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

Section 1. Purpose. The purpose of this Resolution is to amend the budget of Draper City, as approved and finalized by Draper City Resolution No. 13-39.

Section 2. Adoption of Amendments. The budget amendments attached hereto and made a part of this Resolution shall be, and the same hereby are adopted and incorporated into the budget of Draper City, Utah for the fiscal year beginning July 1, 2013 and ending June 30, 2014, in accordance with the requirements of the Utah Code Annotated.

Section 3. Filing of copies of the Budget Amendments. The Budget Officer is authorized and directed to certify and file a copy of said budget amendments in the office of the City Recorder which amendments shall be available for public inspection.

Section 4. 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 5. Effective Date. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, ON THIS 17th DAY OF JUNE, 2014.

ATTEST:

DRAPER CITY

City Recorder

Mayor



BELLEVUE PHASE 8
Ivory Homes Reimbursement Request No 2 (FINAL)

June 4, 2014

Item	Description	Quantity	Unit	Unit Cost	Total Construction Cost	Percent Reimbursement	Reimbursement This Request	Total Reimbursed To Date
Earthwork								
1	Compaction Testing	1	Ea	\$7,259.00	\$7,259.00	50%	\$0.00	\$3,629.50
2	Clear & Grub Brush, Turf	199,841	SF	\$0.04	\$7,993.64	50%	\$0.00	\$3,996.82
3	Mass Excavation Roadway Cut & Fills	546	CY	\$5.86	\$3,199.56	50%	\$0.00	\$1,599.78
4	Grade Trench Spoils On Lots	3,184	CY	\$1.01	\$3,215.84	0%	\$0.00	\$0.00
5	Clean & Fill Existing Ditch	891	LF	\$10.40	\$9,266.40	100%	\$0.00	\$9,266.40
6	Silt Fence	3,278	LF	\$2.27	\$7,441.06	50%	\$0.00	\$3,720.53
7	Gravel Construction Entrance	1,800	SF	\$1.95	\$3,510.00	50%	\$0.00	\$1,755.00
8	Select Import ROW-Hauled, Placed & Compacted	6,153	Ton	\$5.93	\$36,487.29	50%	\$0.00	\$18,243.65
Subtotal					\$78,372.79		\$0.00	\$42,211.68
Roadway Surface Improvements								
9	Rough Grade	72,361	SF	\$0.05	\$3,618.05	50%	\$1,809.03	\$1,809.03
10	Asphalt 4" Installed	72,361	SF	\$1.50	\$108,541.50	50%	\$54,270.75	\$0.00
11	Asphalt 2" Installed	72,361	SF	\$0.75	\$54,270.75	100%	\$0.00	\$56,016.00
12	Asphalt Striping	1	LS	\$2,154.00	\$2,154.00	50%	\$1,077.00	\$1,077.00
13	Roadbase 8" - Hauled, Placed & Compacted	72,361	SF	\$0.77	\$55,717.97	50%	\$28,754.88	\$28,754.88
14	Sub base 12" South - Hauled, Placed & Compacted	72,361	SF	\$0.47	\$34,009.67	100%	\$0.00	\$35,103.36
15	30" HB Curb & Gutter South	3,364	LF	\$14.30	\$48,105.20	50%	\$24,052.60	\$24,052.60
16	5' Sidewalk 5" Thick	1,218	LF	\$15.60	\$19,000.80	0%	\$0.00	\$0.00
17	6' Sidewalk 5" Thick Poured Monolithic to C/G	640	LF	\$18.00	\$11,520.00	100%	\$0.00	\$0.00
18	8' Sidewalk 6" Thick - Lone Rock to Canal North	1,675	LF	\$27.10	\$45,392.50	28%	\$12,709.90	\$0.00
19	Handicap Ramp Single	3	Ea	\$325.00	\$975.00	67%	\$650.33	\$650.33
20	Asphalt Removal - 3"	490	SF	\$0.98	\$480.20	50%	\$240.10	\$240.10
21	Asphalt Sawcutting	60	LF	\$1.62	\$97.20	0%	\$0.00	\$0.00
Subtotal					\$383,882.84		\$123,564.58	\$147,703.29
Canal Crossing								
22	Cast In Place Concrete Bridge Construction	74	LF	\$1,855.00	\$137,270.00	50%	\$0.00	\$68,635.00
23	4' Chainlink Fence Along Bridge	74	LF	\$17.30	\$1,280.20	50%	\$0.00	\$640.10
24	16' Gate, 4' Chainlink	1	Ea	\$514.00	\$514.00	50%	\$0.00	\$257.00
25	6' Chainlink Fence Along Bridge	74	LF	\$22.70	\$1,679.80	50%	\$0.00	\$839.90
26	16' Gate, 6' Chainlink	1	Ea	\$644.00	\$644.00	50%	\$0.00	\$322.00
Subtotal					\$141,388.00		\$0.00	\$70,694.00
Sanitary Sewer								
27	8" PVC Sewer	816	LF	\$17.40	\$14,198.40	0%	\$0.00	\$0.00
28	4' Manhole, 8' Deep Precast	4	Ea	\$2,330.00	\$9,320.00	0%	\$0.00	\$0.00
29	5' Manhole Precast - 8' Deep	2	Ea	\$2,596.00	\$5,192.00	0%	\$0.00	\$0.00
30	18" Sewer Casing Under Canal	40	LF	\$132.00	\$5,280.00	0%	\$0.00	\$0.00
31	Core into Existing Manhole	1	Ea	\$542.00	\$542.00	0%	\$0.00	\$0.00



BELLEVUE PHASE 8
Ivory Homes Reimbursement Request No 2 (FINAL)

June 4, 2014

Item	Description	Quantity	Unit	Unit Cost	Total Construction Cost	Percent Reimbursement	Reimbursement This Request	Total Reimbursed To Date
32	Manhole Collars Adjust	6	Ea	\$282.00	\$1,692.00	0%	\$0.00	\$0.00
33	Traffic Control Barricades	1	LS	\$2,327.00	\$2,327.00	0%	\$0.00	\$0.00
34	Asphalt Sawcutting	1	LS	\$271.00	\$271.00	0%	\$0.00	\$0.00
Subtotal					\$38,822.40		\$0.00	\$0.00
Culinary Water								
35	8" PVC Culinary Water	452	LF	\$10.90	\$4,926.80	0%	\$0.00	\$0.00
36	8" Water MJ Fittings	1	Ea	\$368.00	\$368.00	0%	\$0.00	\$0.00
37	8" Gate Valves	1	Ea	\$1,149.00	\$1,149.00	0%	\$0.00	\$0.00
38	Fire Hydrant	1	Ea	\$3,443.00	\$3,443.00	0%	\$0.00	\$0.00
39	Hot Tap Connection	1	Ea	\$2,470.00	\$2,470.00	0%	\$0.00	\$0.00
40	Valves Adjust to Grade	2	Ea	\$189.00	\$378.00	0%	\$0.00	\$0.00
Subtotal					\$12,734.80		\$0.00	\$0.00
Gravity Irrigation								
27	24" RCP Irrigation	965	LF	\$38.70	\$37,345.50	100%	\$0.00	\$37,345.50
28	4' IRR Manhole	1	Ea	\$2,330.00	\$2,330.00	100%	\$0.00	\$2,330.00
Subtotal					\$39,675.50		\$0.00	\$39,675.50
Storm Drain								
29	18" RCP Storm Drain	456	LF	\$37.30	\$17,008.80	50%	\$0.00	\$8,504.40
30	15" RCP Storm Drain	271	LF	\$33.40	\$9,051.40	50%	\$0.00	\$4,525.70
31	12" C900 CL200 Storm Drain	132	LF	\$35.70	\$4,712.40	50%	\$0.00	\$2,356.20
32	Double Curb Box	4	Ea	\$2,333.00	\$9,332.00	50%	\$0.00	\$4,666.00
33	Standard Combo Box	1	Ea	\$2,831.00	\$2,831.00	50%	\$0.00	\$1,415.50
34	Storm Drain Manhole 5'	1	Ea	\$1,906.00	\$1,906.00	50%	\$0.00	\$953.00
35	Drain Basin	3	Ea	\$1,024.00	\$3,072.00	50%	\$0.00	\$1,536.00
36	Curb Tie In	9	Ea	\$244.00	\$2,196.00	50%	\$0.00	\$1,098.00
37	Curb Inlet Box Protection	9	Ea	\$76.50	\$688.50	50%	\$0.00	\$344.25
38	Snout Oil Water	1	Ea	\$1,073.00	\$1,073.00	50%	\$0.00	\$536.50
39	Manhole Collar Adjust	5	Ea	\$280.00	\$1,400.00	50%	\$0.00	\$700.00
Subtotal					\$53,271.10		\$0.00	\$26,635.55
Pressure Irrigation								
40	6" PVC Irrigation Water	1,743	LF	\$11.10	\$19,347.30	0%	\$0.00	\$0.00
41	6" Water MJ Fittings	2	Ea	\$228.00	\$456.00	0%	\$0.00	\$0.00
42	6" PI Canal Crossing	1	Ea	\$1,532.00	\$1,532.00	0%	\$0.00	\$0.00
43	6" Gate Valves	3	Ea	\$1,069.00	\$3,207.00	0%	\$0.00	\$0.00
44	Hot Tap Connection	2	Ea	\$2,429.00	\$4,858.00	0%	\$0.00	\$0.00
45	1.5" Irrigation Service	3	Ea	\$418.00	\$1,254.00	0%	\$0.00	\$0.00
46	Irrigation Drain	2	Ea	\$768.00	\$1,536.00	0%	\$0.00	\$0.00
Subtotal					\$32,190.30		\$0.00	\$0.00
Other Utilities								
47	Dry Utility Trenching	1,650	LF	\$2.68	\$4,422.00	50%	\$0.00	\$0.00
48	Dry Utility Sleeve Trenching	240	LF	\$2.28	\$547.20	50%	\$0.00	\$0.00



BELLEVUE PHASE 8
Ivory Homes Reimbursement Request No 2 (FINAL)

June 4, 2014

Item	Description	Quantity	Unit	Unit Cost	Total Construction Cost	Percent Reimbursement	Reimbursement This Request	Total Reimbursed To Date
49	Phone Sleeve Install	480	LF	\$1.64	\$787.20	50%	\$0.00	\$0.00
50	Gas Service Install	240	LF	\$1.64	\$393.60	50%	\$0.00	\$0.00
51	Power Sleeve	480	LF	\$2.36	\$1,132.80	50%	\$0.00	\$0.00
52	Install 6" Galvanized Conduit On Bridge for RMP	80	LF	\$43.20	\$3,456.00	50%	\$1,728.00	\$1,728.00
53	Install 4" Galvanized Conduit of Bridge for Qwest	80	LF	\$20.80	\$1,664.00	50%	\$832.00	\$832.00
54	Rocky Mountain Power Contract Fees for Power Relocation & Pole Removal	1	LS	\$70,402.00	\$70,402.00	50%	\$35,201.00	\$35,201.00
55	Comcast Contract Relocation Fees	1	LS	\$5,515.23	\$5,515.23	50%	\$2,757.62	\$2,757.62
56	Survey Monuments	1	LS	\$3,200.00	\$3,200.00	50%	\$1,600.00	\$1,600.00
57	Street Signs	1	LS	\$927.34	\$927.34	50%	\$463.67	\$463.67
Subtotal					\$92,447.37		\$42,582.29	\$42,582.29
Import Materials								
58	Select Import Backfill Sewer	2,264		\$6.92	\$15,666.88	0%	\$0.00	\$0.00
59	Select Import Backfill Storm Drain	1,481		\$6.92	\$10,248.52	50%	\$5,124.26	\$5,124.26
60	Select Import Backfill Water	504		\$6.92	\$3,487.68	0%	\$0.00	\$0.00
61	Select Import Backfill Secondary Water	901		\$6.22	\$5,604.22	0%	\$0.00	\$0.00
Subtotal					\$35,007.30		\$5,124.26	\$5,124.26
Landscape								
62	Sprinkler System	1	LS	\$48,562.00	\$48,562.00	26%	\$12,626.12	\$12,626.12
63	Finish Grading	1	LS	\$9,729.00	\$9,729.00	26%	\$2,529.54	\$2,529.54
64	Sod	1	LS	\$34,378.00	\$34,378.00	21%	\$7,219.38	\$7,219.38
65	Trees	1	LS	\$24,250.00	\$24,250.00	36%	\$8,730.00	\$8,730.00
66	Topsoil	1	LS	\$17,500.00	\$17,500.00	36%	\$6,300.00	\$6,300.00
67	Tree Stakes	1	LS	\$550.00	\$550.00	26%	\$0.00	\$0.00
68	Bark	1	LS	\$1,500.00	\$1,500.00	26%	\$390.00	\$390.00
69	Extra - Sprinkler System	1	LS	\$11,547.00	\$11,547.00	26%	\$3,002.22	\$3,002.22
70	Extra - sod, Grading & Topsoil	1	LS	\$3,572.00	\$3,572.00	26%	\$928.72	\$928.72
Subtotal					\$151,588.00		\$41,725.98	\$41,725.98
Change Orders								
CO1	Irrigation Ditch Modifications for Large Tree	1		\$17,329.25	\$17,329.25	100%	\$0.00	\$17,329.25
CO2	Soft Spots - Roadway	1		\$7,261.05	\$7,261.05	50%	\$3,630.53	\$3,630.53
CO3	Roadbase for 8" Sidewalk	1		\$13,833.50	\$13,833.50	39%	\$5,395.07	\$5,395.07
CO4.1	Farm Fence for Mr. Ballard to contain Cows	1		\$661.00	\$661.00	0%	\$0.00	\$0.00
CO4.2	Jersey Barriers for Safety along Fort Street	1		\$960.00	\$960.00	50%	\$480.00	\$0.00
CO4.3	Power Crossings	1		\$251.00	\$251.00	50%	\$125.50	\$0.00
CO4.4	Regrading Around Trees With Trackhoe & Loader	1		\$2,525.00	\$2,525.00	100%	\$2,525.00	\$2,525.00
CO5	Additional Grading Instead of Retaining Walls	1		\$3,480.00	\$3,480.00	100%	\$3,480.00	\$3,480.00
CO6	Overex Near Bridge for Top Soil	1		\$6,942.88	\$6,942.88	50%	\$3,471.44	\$3,471.44



BELLEVUE PHASE 8
Ivory Homes Reimbursement Request No 2 (FINAL)

June 4, 2014

Item	Description	Quantity	Unit	Unit Cost	Total Construction Cost	Percent Reimbursement	Reimbursement This Request	Total Reimbursed To Date
CO7	Utilities Fort Street, Comcast Relocation Fees, Power Relocation Fees	1		\$114,236.13	\$114,236.13	50%	\$57,118.07	\$57,118.07
CO8	Mow Strip	1		\$19,502.20	\$19,502.20	50%	\$9,751.10	\$9,751.10
Subtotal					\$186,982.01		\$85,976.70	\$102,700.45
Grand Subtotal					\$1,094,774.41		\$298,973.80	\$519,052.99
Retention								
Grand Total Payment					\$1,094,774.41		\$298,973.80	\$519,052.99

I HEREBY AUTHORIZE PAYMENT

ACCT. # 41-472-343
 P.O. # Ivory Homes REIMBURSEMENT
 \$ 262334⁶⁶ DATE 4 Jun. '14
 SIGNED [Signature]

\$298,973.80

I HEREBY AUTHORIZE PAYMENT

ACCT. # 12-40-7201
 P.O. # B&C ROADS-OVERLAY & PAVEMENT REHAB.
 \$ 36639¹⁴_{xx} DATE 4 Jun. '14
 SIGNED _____

LINE 11 & 14 IS FOR TWO INCHES OF ADDITIONAL ASPHALT THAT SATISFIES THE STRUCTURAL PAVEMENT REQUIREMENT FOR THE CLASSIFICATION OF CARLQUIST DRIVE. THE REQUIREMENT FOR THIS PAVEMENT SECTION WAS NOT CONSIDERED AT THE TIME THE BELLEVUE SUB RECEIVED PRELIMINARY APPROVAL. 12" SUB BASE

DAN'S LANDSCAPING & SPRINKLERS

Invoice

Dan Shipley
 P.O. Box 571947
 Murray Utah 84157

Date	Invoice #
11/23/2010	3998

Brad Mackey

Bill To
Ivory Homes 970 E. Woodoak Lane Salt Lake City Utah 84117

P.O. No.	Terms	Project
	Net 30	

Quantity	Description	Rate	Amount
	Bellevue phase 8 Sprinkler System	48,562.00	48,562.00
	Finish Grading	9,729.00	9,729.00
	Sod Bought & Installed	34,378.00	34,378.00
	Trees	24,250.00	24,250.00
	Topsoil	17,500.00	17,500.00
	Tree Stakes	550.00	550.00
	Bark	1,500.00	1,500.00
	Extras		
	Sprinkler System	11,547.00	11,547.00
	Sod, grading, topsoil	3,572.00	3,572.00
	<p><i>North Side - Lone Rock to Canal</i> $\approx 19,192$ sf.</p> <p><i>North & South Side - Canal to Fort</i> $\approx 54,393$ sf.</p> <p><i>Proportional to City</i> $100 \times \frac{19,192}{54,393 + 19,192} = 26\%$</p> <p><u>EST for Payment</u></p> <p>SPRINKLERS (CITY) \$ 12,666.32 FINISHED GRADING \$ 2,537.40 SOD \$ 6,908.90 TREES \$ 8,750.00 BENCHES \$ 6,314.43</p> <p>PAID THESE AMOUNTS $\approx 26\%$ OF OTHER ITEMS.</p> <p>PAID TO TOP SOIL</p> <p>* Never received itemized billing for landscape from Ivory Homes. Payment is for originally agreed upon estimated quantities</p>		
		Total	\$151,588.00

*26% of \$151,588.00 = \$39,412.88
 PAID \$41,725.98 AS CITY OBLIGATION.*

Intermountain Traffic Safety, Inc.

2440 South 3270 West
Salt Lake City, UT 84119

INVOICE

Invoice Number: 24904
Invoice Date: Nov 12, 2010
Page: 1
Sales Order No: 11677

Voice: (801)972-6515
Fax: (801)972-6604

Bill To:
IVORY HOMES 970 WOODOAK LN. SALT LAKE CITY, UT 84117

Ship to:
BELLEVUE PHASE 8 BRAD MACKAY 801-407-6841

Customer ID	Customer PO	Payment Terms	
IVOHOM		Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
KNAJUS	INSTALLATION	10/21/10	12/12/10

Quantity	Item	Description	Backorder Qty	Unit Price	Amount
2.00	SGN-30X30STOP080H	30" X 30" R1-1 STOP .080 HI		56.25	112.50
2.00	SGN-24X30REG080HI	30" X 24" REGULATORY SIGN .080 HI, "BIKE LANE," R3-17		42.00	84.00
2.00	SGN-24X30REG080HI	24" X 30" REGULATORY SIGN .080 HI, "SPEED LIMIT 35," R2-1, BLK/WH		42.00	84.00
6.00	POS-2X10PICKPERF	2" X 2" X 10' PICK PERF 14 GA GALV.		27.90	167.40
6.00	POS-2.25X30-12G	SQUARE SIGN ANCHOR, 2.25" X 30", 12GA		13.40	80.40
6.00	CB-CRNRBLT	VCB240-2.5 CORNER BOLT FOR SQUARE SIGN POST		1.30	7.80
6.00	CB-CRNRBLTNUT	VCN168-2 FLARED WASHER NUT ONLY, 5/16", FOR CORNER BOLT		0.08	0.48
6.00	INST-INSTAL/LOC	SIGN INSTALLATION IN DRAPER		59.00	354.00

Received By:	Subtotal	890.58
	Sales Tax	36.76
X _____	Freight	
	Total Invoice Amount	927.34
Check/Credit Memo No:	Payment/Credit Applied	
	TOTAL	927.34

Overdue invoices are subject to late charges of 1 1/2 % per month.

Pd Line 57



Invoice

Bill To:
Ivory Homes
Attn: Brad Mackay
978 East Woodoak Lane
Salt Lake City, UT 84117



Invoice #: 1354
Invoice Date: 10/27/2010
Due Date: 11/26/2010
Project: 07-061 Bellevue Phase 8

Description	Hours/Qty	Rate	Amount
Monument Installation @ Bellevue Phase 8 <i>Not Danny Development</i>	6	450.00	2,700.00

*\$ 2700
\$ 500
\$ 3200 ✓*

Total \$2,700.00
Payments/Credits \$0.00
Balance Due \$2,700.00

Pd. Line 56

Check Request

Bellevue

ENTITY Ivory Development

Payable to: Salt Lake County Surveyor

ADDRESS _____

*Pd Line
56*

Date 08/27/10

Amount of Check \$500.00

GIL ACT.	DESCRIPTION TO BE TYPED ON CHECK	Expense Type	AMOUNT
14220 2000	Bellevue phase 8 monument fee	Municipal Fees	\$500.00
0 2000		None	\$0.00
0 2000		None	

Requested by: Brad Mackay

Approved by: _____

Check Request

Bellevue

ENTITY Ivory Development

Add'l to HADCO Co 7.

Payable to: Comcast

ADDRESS _____

Date 09/24/10

Amount of Check \$5,515.23

G/L ACT.	DESCRIPTION TO BE TYPED ON CHECK	Expense Type	AMOUNT
14230 2000	Bellevue phase 8 Comcast relocation fees	Electrical Fees	\$5,515.23
0 2000		None	\$0.00
0 2000		None	

Requested by: Brad Mackay

Approved by: _____

Check Request

Bellevue

ENTITY Ivory Development

Added to HADCO CO #

Payable to: Rocky Mountain Power

ADDRESS _____

Date 08/03/10

Amount of Check \$70,402.00

G/L ACT.	DESCRIPTION TO BE TYPED ON CHECK	Expense Type	AMOUNT
14230 2000	Bellevue phase 8 power relocation fees	Electrical Fees	\$70,402.00
0 2000		None	\$0.00
0 2000		None	

Requested by: Brad Mackay

Approved by: _____

Hadco Construction, LLC

1850 North 1450 West * P.O. Box 437 * Lehi, UT 84043 Phone: (801) 766-7611 * Fax (801) 766-7604

108VU08 Pay Request 7

To: Ivory Homes
 Attn: Brad Mackey
 Date: 10/01/2010
 Job: Bellevue PH 8
 Location: 700 E. Carlsquist (13145 S.), Draper, UT

Line #	Description	Bid Qty.	UM	Unit Bid Price	Total Bid Price	Pay Request #7			Totals								
						Quantity Complete	Percent Complete	Amount Due	Total Quantity	Total Billed	Total Percent	Amount to be Billed					
1	Compaction Testing	1.00	EACH	\$7,259.00	\$7,259.00												
2	Clear & Grub Brush, Turf	199,841.00	SF	\$0.04	\$7,993.64												
3	Mass Ex. Roadway Cut & Fill	546.00	CY	\$5.86	\$3,199.56												
4	Grade Trench Spoils On Lots	3,184.00	CY	\$1.01	\$3,215.84												
5	Clean And Fill Existing Ditch	891.00	LF	\$10.40	\$9,266.40												
6	Silt Fence	3,278.00	LF	\$2.27	\$7,441.06												
7	Gravel Construction Entrance	1,800.00	SF	\$1.55	\$3,510.00												
67	Select Import ROW- Hauled, Placed & Compacted	6,153.00	TON	\$5.93	\$36,487.29												
					\$78,372.79			\$0.00	6,153.00	\$36,487.29	100.00%	\$0.00					
8	Rough Grade	72,361.00	SF	\$0.05	\$3,618.05												
9	Asphalt 6" Installed	72,361.00	SF	\$2.25	\$162,812.25	4,263.00	0.00%	\$0.00	72,361.00	\$3,618.05	100.00%	\$0.00					
10	Asphalt Striping	1.00	LS	\$2,154.00	\$2,154.00	1.00	100.00%	\$9,591.75	74,688.00	\$168,048.00	103.22%	\$0.00					
11	Roadbase 8"- Hauled, Placed & Compacted	72,361.00	SF	\$0.77	\$55,717.97	2,327.00	3.22%	\$1,791.79	74,688.00	\$2,154.00	103.22%	\$0.00					
12	Sub Base 12" South- Hauled, Placed & Compacted	72,361.00	SF	\$0.47	\$34,009.67	2,327.00	3.22%	\$1,093.69	74,688.00	\$57,508.78	103.22%	\$0.00					
13	30" HB Curb & Gutter South	3,364.00	LF	\$14.30	\$48,105.20												
14	5" Sidewalk 5" Thick	1,218.00	LF	\$15.60	\$19,000.80												
15	6" Sidewalk 5" Thick Poured Monolithic Against CIG	640.00	LF	\$18.00	\$11,520.00	70.00	10.94%	\$1,200.00	630.00	\$9,828.00	51.72%	\$0.00					
16	8" Sidewalk 6" Thick South	1,675.00	LF	\$27.10	\$45,392.50												
17	Handicap Ramp Single	3.00	EACH	\$325.00	\$975.00	1.00	33.33%	\$325.00	1,675.00	\$45,392.50	100.00%	\$0.00					
18	Asphalt Removal - 3"	490.00	SF	\$0.98	\$480.20												
19	Asphalt Sawcutting	60.00	LF	\$1.62	\$97.20												
					\$383,882.84			\$16,216.23	60.00	\$97.20	100.00%	\$0.00					
20	CIP Concrete Bridge Construction	74.00	LF	\$1,855.00	\$137,270.00												
21	4" Chainlink Fence Along Bridge	74.00	LF	\$17.30	\$1,280.20												
22	16" Gate 4" Chainlink	1.00	EACH	\$514.00	\$514.00												
23	6" Chainlink Fence Along Bridge	74.00	LF	\$22.70	\$1,679.80												
24	16" Gate 6" Chainlink	1.00	EACH	\$644.00	\$644.00												
					\$141,388.00			\$0.00	74.00	\$1,679.80	100.00%	\$0.00					
25	8" PVC Sewer	816.00	LF	\$17.40	\$14,188.40												
26	4" Manhole 8" Deep Precast	4.00	EACH	\$2,330.00	\$9,320.00												
27	5" Manhole Precast - 8" Deep	2.00	EACH	\$2,566.00	\$5,132.00												
28	18" Sewer Casing Under Canal	40.00	LF	\$132.00	\$5,280.00												
29	Core into Existing Mahole	1.00	EACH	\$542.00	\$542.00												
30	Manhole Collars Adjust	6.00	EACH	\$282.00	\$1,692.00												
31	Traffic Control/Sarricades	1.00	LS	\$2,327.00	\$2,327.00												
32	Asphalt Sawcutting	1.00	LS	\$271.00	\$271.00												
					\$38,822.40			\$0.00	1.00	\$271.00	100.00%	\$0.00					
33	8" PVC Culinary Water	452.00	LF	\$10.90	\$4,926.80												
34	6" Water MJ Fittings	1.00	EACH	\$368.00	\$368.00												
35	8" Gate Valves	1.00	EACH	\$1,149.00	\$1,149.00												
36	Fire Hydrant	1.00	EACH	\$3,443.00	\$3,443.00												
37	Hot Tap Connection	1.00	EACH	\$2,470.00	\$2,470.00												
39	Valves Adjust To Grade	2.00	EACH	\$189.00	\$378.00												
					\$12,734.80			\$0.00	4.00	\$756.00	200.00%	\$0.00					
47	24" RCP Irrigation	965.00	LF	\$38.70	\$37,345.50												
48	4" IRR Manhole	1.00	EACH	\$2,330.00	\$2,330.00												
49	18" RCP Storm Drain	456.00	LF	\$37.29	\$17,008.80												
50	15" RCP Storm Drain	271.00	LF	\$33.40	\$9,051.40												
51	12" C900 C200 Storm Drain	132.00	LF	\$35.70	\$4,712.40												
52	Double curb box	4.00	EACH	\$2,333.00	\$9,332.00												
53	Standard Combe Box	1.00	EACH	\$2,831.00	\$2,831.00												
54	Storm Drain Manhole 5'	1.00	EACH	\$1,906.00	\$1,906.00												
55	Drain Basin	3.00	EACH	\$1,024.00	\$3,072.00												
56	Curb Tie In	9.00	EACH	\$218.00	\$1,962.00												
57	Curb Inlet Box Protection	9.00	EACH	\$76.50	\$688.50												
58	Shout Off Wtr	1.00	EACH	\$1,073.00	\$1,073.00												
59	Manhole Collars Adjust	5.00	EACH	\$280.00	\$1,400.00												
					\$92,946.60			\$0.00	5.00	\$1,400.00	100.00%	\$0.00					
40	6" PVC Irrigation Water	1,743.00	LF	\$11.10	\$19,347.30												
41	6" Water MJ Fittings	2.00	EACH	\$228.00	\$456.00												
42	6" FI Canal Crossing	1.00	EACH	\$1,532.00	\$1,532.00												
43	8" Gate Valves	3.00	EACH	\$1,069.00	\$3,207.00												
44	Hot Tap Connection	2.00	EACH	\$2,429.00	\$4,858.00												
45	1.5" Irrigation Service	3.00	EACH	\$418.00	\$1,254.00												
					\$125,254.00			\$0.00	3.00	\$2,429.00	100.00%	\$0.00					

H adco Construction, LLC

1850 North 1450 West * P.O. Box 437 * Lehi, UT 84043 Phone: (801) 766-7611 * Fax (801) 766-7604
CO7: Fort Street Utilities

Date: 10/30/2010
 To: Ivory Homes
 Attn: Brad Mackay
 Project: Bellevue 8
 Fort Street Utility Relocate

#	Description	21.00 Lots			Ms
		Quant	Unit	Price Each	
Power Installation along Fort Street					
1	Utility Trenching along Fort street w/Mini for pwr poles and crossings	240.00	lf	\$3.55	\$852.00
2	Install Conduit for Phone 4" PVC	140.00	lf	\$2.45	\$343.00
3	Provide and install 4" 90's for Phone	3.00	ea	\$62.00	\$186.00
4	Install Conduit for Lights 2" PVC	70.00	lf	\$1.90	\$133.00
5	Provide and install 2" 90's for Lights	3.00	ea	\$50.00	\$150.00
6	Install Conduit for Comcast 2" PVC (Provided)	240.00	lf	\$0.80	\$192.00
7	Install Conduit for RMP 4" PVC	240.00	lf	\$2.70	\$648.00
8	Provide and install 4" 90's for RMP	4.00	ea	\$73.15	\$292.60
9	Install Conduit for RMP 6" Fiberglass	240.00	lf	\$10.85	\$2,628.00
10	Provide and install 6" 90's (Fiberglass)	1.00	ea	\$231.50	\$231.50
11	Curb and Gutter removal FOR POWER TRENCH	20.00	lf	\$12.40	\$248.00
12	Curb and Gutter replacement FOR POWER TRENCH	20.00	lf	\$16.95	\$339.00
13	Prep for Curb and Gutter, place base	20.00	lf	\$1.40	\$28.00
14	Roadbase for Curb and Gutter	20.00	lf	\$1.85	\$37.00
15	Supply and Install Power Vault 4'x4' behind SW on Carlquist	1.00	ea	\$1,800.00	\$1,800.00
16	Supply and Install Power Switch Gear Vault 8'x13' behind SW on Carlquist	1.00	ea	\$7,215.00	\$7,215.00
					\$16,323.18
Road Crossing for power in Fort Street					
17	Utility Trenching in Fort street w/Mini for pwr poles and crossings	70.00	lf	\$3.55	\$248.50
18	Install Conduit for RMP 4" PVC	70.00	lf	\$2.70	\$189.00
19	Provide and install 4" 90's for RMP	2.00	ea	\$62.00	\$124.00
20	Install Conduit for RMP 6" Fiberglass	70.00	lf	\$10.95	\$766.50
21	Provide and install 6" 90's (Fiberglass)	2.00	ea	\$231.50	\$463.00
22	Road Cut Permit	1.00	ls	\$1,082.00	\$1,082.00
23	Traffic Control	1.00	ls	\$1,606.00	\$1,606.00
24	Plates for Road Crossing 3 days	1.00	ls	\$292.00	\$292.00
25	Maintenance for plates on weekend	1.00	ls	\$432.00	\$432.00
26	3 Flaggers per day	3.00	DY	\$351.00	\$1,053.00
27	Asphalt sawcutting and removal and Haul off	920.00	sf	\$1.91	\$1,757.20
28	Asphalt Replacement 7" (5'x70')	920.00	sf	\$5.38	\$4,949.60
29	Import for Trench in Road (1'x3.5'x70')	34.00	ln	\$6.25	\$212.50
30	Backfill in roadway to Subgrade elevation with Flowable Fill (City Required)	9.00	yds	\$128.50	\$1,156.50
					\$14,331.88
Comcast Installation along East side of Fort Street and 13200 South					
31	Utility Trenching along Fort street & 13200 S. with Mini	270.00	lf	\$3.55	\$958.50
32	Install Conduit for Comcast 3 2" Conduits (Provided)	270.00	lf	\$0.80	\$216.00
					\$1,174.50
Road Crossing for Comcast across 13200 south					
33	Pot hole for Comcast	2.00	ea	\$250.00	\$500.00
34	Missle 3 sleeves across 13200 south	3.00	ea	\$613.00	\$1,839.00
					\$2,339.00
Power Installation along South Side of Carlquist Lane					
35	Utility Trenching along south side of Carlquist w/Mini for pwr poles and crossings	570.00	lf	\$3.55	\$2,023.50
36	Install Conduit for Phone 4" PVC	570.00	lf	\$2.45	\$1,396.50
37	Provide and install 4" 90's for Phone	2.00	ea	\$62.00	\$124.00
38	Install Conduit for RMP 4" PVC	570.00	lf	\$2.70	\$1,539.00
39	Provide and install 4" 90's for RMP	1.00	ea	\$67.50	\$67.50
					\$6,150.50
Total Estimate					\$38,318.90
\$\$\$ / Lot					\$1,824.71

Exclusions & Notes:

Madco Construction

Matt McAllister
 Estimator / Project Manager

REIMBURSEMENT AGREEMENT

THIS AGREEMENT is made and entered into as of the 17th day of February, 2004, by and between **DRAPER CITY**, a Utah municipal corporation, hereinafter referred to as the "City," and **IVORY DEVELOPMENT, L.L.C.**, a Utah limited liability company, and **LDM DEVELOPMENT, LLC**, a Utah limited liability company, hereinafter collectively referred to as the "Developer."

RECITALS:

WHEREAS, Developer owns or has an interest in property within Draper City and has received preliminary land use approvals for development of the property as a residential subdivision with other complimentary uses to be known as Bellevue (hereinafter the "Project"); and

WHEREAS, in conjunction with development of the Project Developer will install public improvements, some of which will provide benefit to other properties; and

WHEREAS, the City has adopted legislation creating the Bellevue Residential Special District, which legislation outlines the public improvements to be installed and provides for reimbursement to the Developer for a portion of the costs of installing some public improvements; 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 Improvements.** The Developer hereby agrees to construct and install or cause to be constructed and installed, all public improvements as more specifically described in Section 9-17-050 of the Draper City Municipal Code, the Bellevue Residential Special District Zone, attached hereto as Exhibit "A," and incorporated herein by reference. The improvements shall be constructed and installed in accordance with engineering drawings to be approved by the City, such approval not to be unreasonably withheld, and all applicable City Ordinances, Regulations and Standards regarding the same. Except where provided by separate agreement, the Developer shall pay for all initial costs associated with constructing and installing the improvements.

3. **Reimbursement.**

a. Pursuant to City ordinance and as permitted by law, the City shall assess and collect impact fees on all development activities within the Property and development activities on those lands located in the City within the service areas designated by the City.

The amount of the impact fees shall be determined by the City in its absolute and sole discretion.

b. Where authorized and permitted by law, the standard impact fees will be assessed and collected by the City; including, but not limited to, park impact fees, transportation impact fees and storm drain impact fees. All such fees shall be determined by the City based upon a capital facilities plan adopted or to be adopted by the City for the service area which includes the Property together with an impact fee analysis as required under the Impact Fee Act of Utah. The City will collect impact fees on buildings and structures located on the Property and on lands located in the City within the service areas designated by the City which are served by the improvements. In the event any law or court decision hereafter prohibits, limits, or eliminates impact fees, the City shall not be obligated to assess or collect any impact fees other than those authorized by the then existing law and/or any applicable court decision(s). Notwithstanding anything in this Agreement to the contrary, the City shall have no obligation to make any reimbursement to the Developer until the above-referenced impact fees from the Property or lands located within the applicable service area are actually received by the City. The City shall not be obligated to pay interest to the Developer on amounts reimbursed from or credited against impact fees. Developer hereby agrees to accept those above-referenced impact fees actually collected by the City and/or credited to Developer in amounts as provided herein as full and final reimbursement and satisfaction of all sums due and hereby agrees to hold the City and its officers, employees, agents and representatives harmless for any amounts claimed by Developer for reimbursement in the event the City is unable to collect the aforesaid impact fees. Impact fees reimbursed hereunder to Developer shall be solely for the purposes for which such fees were collected respectively.

c. Non-Project Improvements. Non-Project Improvements are those improvements which the Developer shall construct or cause to be constructed at the Developer's expense on the Property which are not considered Project Improvements as are defined and set out in *Utah Code Ann.* § 11-36-102(10). Non-Project Improvements shall include all such designated Non-Project Improvements as are set out in Chapter 09-17-050, RSD-Bellevue, Draper City Municipal Code. The City hereby agrees to place such improvements in the City's Capital Facilities Plan on or before August 22, 2004 to allow for reimbursement from impact fees where warranted.

Subject to the conditions precedent set forth in this Agreement and in compliance with the terms and conditions of Chapter 5-15 of the Draper City Municipal Code, the City agrees to reimburse Developer for a portion of Developer's costs associated with the installation of the improvements as follows:

d. 13200 South Street.

i. 300 East to 700 East. Developer shall dedicate property necessary for the construction of 13200 South Street along the entire northern boundary of the Project, extending from 300 East to the midpoint of the intersection at the future Lone Rock Drive (approximately 700 East). Developer shall dedicate and construct a

half width of the street consistent with Appendix B, the roadway cross sections, attached to Exhibit "A," the Bellevue Residential Special District Zone Regulations. Dedication of this portion of 13200 South shall occur with the recording of the final plat for each phase of the Project which is adjacent to the street. Dedication and construction of 13200 South Street from 300 East to 700 East shall be completed solely at the Developer's cost, without reimbursement from the City. The parties specifically agree that the dedication and construction of this portion of 13200 South Street is a proportional development exaction with a nexus to the Project and that the Project's impact is sufficient to warrant the dedication and construction of this portion of 13200 South Street solely at the Developer's expense.

ii. 700 East to the East Jordan Canal. From the midpoint of the intersection from 13200 South and 700 East, and eastward, the Developer shall dedicate to the City a 73 foot strip of property at the northern boundary of the Project for the construction of 13200 South Street. The property to be dedicated is described in Exhibit "B," attached hereto and incorporated herein by reference. Said dedication shall be at no cost to the City. In addition to the dedication of property, Developer shall construct 13200 South Street along this section at the full and complete cross section as shown on Appendix B, Exhibit "A." Dedication and construction of this portion of 13200 South Street shall be completed prior to the issuance of the 200th certificate of occupancy for the Project. The City hereby agrees to reimburse Developer One Hundred Forty Thousand Two Hundred Fifty Dollars (\$140,250.00) or the actual construction costs incurred by Developer in constructing one-half of the twelve foot median, eleven feet of travel lane, a four and one-half foot bike lane, curb and gutter, an eight foot park strip, and a five foot sidewalk. Subject to the provisions of paragraph 3.k., herein, reimbursement shall be paid at the issuance of the 200th certificate of occupancy for the Project.

iii. East Jordan Canal to Fort Street. The Developer shall dedicate to Draper City the property necessary for a full cross section at 13200 South from the East Jordan Canal to the intersection at Fort Street. The property to be dedicated is described in Exhibit "B," attached hereto and incorporated herein by reference. Said dedication shall be at no cost to the City. In addition to the dedication of property, the Developer shall construct the portion of 13200 South Street from the East Jordan Canal to Fort Street in accordance with the roadway cross section shown in Appendix B, Exhibit "A," hereto. Dedication and construction of this portion of 13200 South Street shall be completed prior to the issuance of the 200th certificate of occupancy for the Project. The City hereby agrees to reimburse Developer Ninety Two Thousand One Hundred Twenty Five Dollars (\$92,125.00) or the actual cost of the construction of this section including one-half of the twelve foot median, eleven feet of travel lane, a four and one-half foot bike lane, curb and gutter, all as shown on Appendix B to Exhibit "A." Subject to the provisions of paragraph 3.k., herein, reimbursement shall be paid at the issuance of the 200th certificate of occupancy for the Project.

e. East Jordan Canal Bridge. Developer hereby agrees at its sole cost and expense to design a bridge over the East Jordan Canal which design shall be reviewed and approved by the City, such approval not to be unreasonably withheld. Concurrent with the construction of that portion of 13200 South Street extending from the East Jordan Canal to Fort Street, the Developer shall construct the bridge, as designed over the East Jordan Canal. The City hereby agrees to reimburse the Developer in the amount of Fifty Thousand Dollars (\$50,000.00) or one-half of the actual costs incurred by Developer in constructing the bridge. Subject to the provisions of paragraph 3.k., herein, reimbursement shall be paid at the issuance of the 200th certificate of occupancy for the Project. The parties hereby agree that the bridge is a necessary component to provide service to the Bellevue Project, but that it will also serve other properties. That portion of the cost of the bridge over the East Jordan Canal being borne by the Developer is a proportional development exaction with a nexus to the Project. The Project's impact is sufficient to warrant the Developer's portion of the construction of this improvement.

f. 300 East Street. Pursuant to a Right of Entry Agreement between the City, Ivory Homes, Ltd., and LDM Development, LLC, dated October 14, 2003, Developer has granted access to Developer's property to the City for the City's construction of 300 East Street. The terms of that Agreement are incorporated herein by reference. Concurrent with recording of final plats for each phase immediately adjacent to 300 East Street, the Developer shall dedicate to the City property necessary for the completion of the full cross section of 300 East Street. Additionally, Developer shall, at its sole cost and expense, construct a trail, park strip and fence along the east boundary of 300 East Street as shown on Appendix B to Exhibit "A," hereto. Reference to the drawings of the 300 East cross section in Appendix B shall relate only to the intended cross section of the street. As they relate to this portion of 300 East Street, reference to "Project Improvements" or "Non-Project Improvements" shall be of no force and effect.

g. Additional Access Road to 300 East. Developer shall dedicate to the City property for an additional access road from the Project to 300 East Street, which property is more particularly described in Exhibit "B," attached hereto and incorporated herein by reference. In addition to the dedication of property, Developer, concurrent with the construction of improvements in the immediately adjacent phase, shall construct the access road according to construction plans approved by the City, said construction to be at the Developer's sole cost and expense.

h. Lone Rock Drive. The Developer shall dedicate to the City property necessary for construction of Lone Rock Drive from the property's southern boundary to approximately 700 East at the property's northern boundary as shown on the approved Preliminary Plat. Property shall be dedicated with each immediately adjacent phase of the development. In addition to the dedication of property, Developer shall construct Lone Rock Drive at its full cross section as shown in roadway cross sections, Appendix B to Exhibit "A," hereto. Dedication and construction of Lone Rock Drive shall be completed prior to the issuance of the 100th certificate of occupancy for the Project. The City hereby agrees to reimburse Developer in the amount of Forty-Two Thousand Dollars (\$42,000) or the cost of constructing ten (10) feet of the roadway as shown on Appendix B to Exhibit "A." The City

shall fund the reimbursement to Developer from Class C road funds to be received by the City. Developer hereby assumes the risk of any changes in state law which may eliminate Class C road funds or restrict their use in such a manner as to prohibit the reimbursement anticipated herein. The timing of the construction of Lone Rock Drive shall be governed by the Bellevue Residential Special District Zone Regulations, Exhibit "A," hereto.

i. **Corner Canyon Creek Bridge.** The Developer shall, at its sole cost and expense, design a bridge over Corner Canyon Creek at the southern boundary of the property as shown on the approved Preliminary Plat. Said design shall be reviewed and approved by the City, such approval not to be unreasonably withheld. Concurrent with the construction of the connection of Lone Rock Drive to 700 East, the Developer shall construct the bridge over Corner Canyon Creek. The City hereby agrees to reimburse Developer in the amount of Fifty Thousand Dollars (\$50,000.00) or one-half of the actual costs incurred by Developer in constructing the bridge over Corner Canyon Creek. Subject to the provisions of paragraph 3.k., herein, reimbursement shall be paid at the issuance of the 200th certificate of occupancy for the Project

j. **Bellevue Park.** The Developer hereby agrees to dedicate to the City four and four-tenths (4.4) acres of property as shown on the approved preliminary plat, for a park. Such dedication shall be at no cost to the City. Developer shall dedicate such property with the recording of the final plat for the immediately adjacent phase of the Project. Developer shall submit to the City a design for the park, which design shall be reviewed and approved, such approval not to be unreasonably withheld. In addition to dedication and design of the park, Developer shall pay for a portion of the initial improvements in the amount of Two Hundred Thousand Dollars (\$200,000.00). Payment shall be made prior to the recording of the final plat for the phase including the park property. All other costs above this amount shall be subject to reimbursement by the City in accordance with the terms of this Agreement.

k. No reimbursement shall be due hereunder to Developer until:

i. The improvements for which reimbursement is requested have been fully installed, inspected and approved by the City; and

ii. Until the provisions of this Agreement require such reimbursement.

4. **Ownership and Maintenance.** Ownership of the system improvements which are subject of this Agreement as well as any other public improvements located on the Property shall be within the City after completion of construction of the same by the Developer and inspection and approval thereof by the City. The City will assume responsibility for maintenance or replacement of the system and public improvements once they are completed by the Developer and accepted by the City subject to any applicable warranty periods.

5. **Collection Period.** It is further agreed that the City will collect the impact fees specified herein to the extent permitted by law for a period of fifteen (15) years from the date of this Agreement, or until such time as Developer's actual costs for the designated improvements and the

reimbursement amounts have been paid in full, whichever occurs first ("actual costs" means the costs actually and reasonably expended to construct the system improvements excluding interest). The Developer specifically agrees to accept the impact fees specified above which are in fact collected and/or credited by the City during this period as full and final payment under this Agreement and hereby waives any rights or claims against the City for reimbursement of any kind or source other than as set forth herein, provided the City is not in material breach of this Agreement.

6. **Entire Agreement.** This Agreement contains the entire agreement and understanding of the parties with respect to reimbursement to the Developer for lands, easements, trails, system improvements, public improvements and utilities, and supersede all prior written or oral agreements, representations, promises, inducements or understandings between the parties with regard to any reimbursements to Developer from the City.

7. **Binding Effect.** This Agreement shall be binding upon the parties hereto and their respective officers, employees, representatives agents, members, successors, and assigns.

8. **Validity and Severability.** If any section, clause or portion of this Agreement is declared invalid by a court of competent jurisdiction for any reason, the remainder shall not be affected thereby and shall remain in full force and effect.

9. **Amendment.** This Agreement may be amended only in writing signed by the parties hereto.

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



City Recorder

Dunlavy

"CITY"

DRAPER CITY

By: *Danell A. Smith*
Mayor

"DEVELOPER"

IVORY DEVELOPMENT, L.L.C.,
A Utah Limited Liability Company

By: *Christopher P. Gamvoulas*

CHRISTOPHER P. GAMVOULAS
President

LDM DEVELOPMENT, LLC

By:  OWNER
Its: MEMBER

CITY ACKNOWLEDGMENT

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

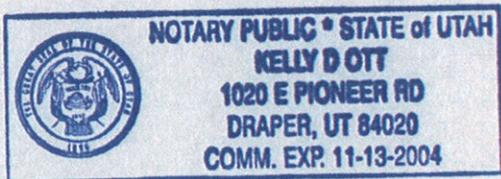
On the 1st day of June, 2004, personally appeared before me Darrell H. Smith, who being duly sworn, did say that he is the Mayor of **DRAPER CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Darrell H. Smith acknowledged to me that the City executed the same.

Kelly D. Ott

Notary Public
Residing at:

My Commission Expires:
11/13/04

Salt Lake



DEVELOPER ACKNOWLEDGMENT

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

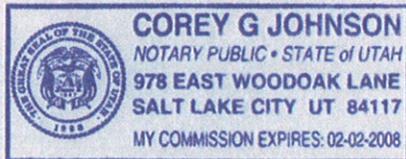
On the 12th day of May 2004, personally appeared before me Christopher P. Gamvroulas, President of **IVORY DEVELOPMENT, L.L.C.**, a Utah limited liability company, the signer of the above instrument, who duly acknowledged to me that the limited liability company executed the same.

My Commission Expires:

02-02-08

Christopher P. Gamvroulas
Notary Public
Residing at:

SALT LAKE



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

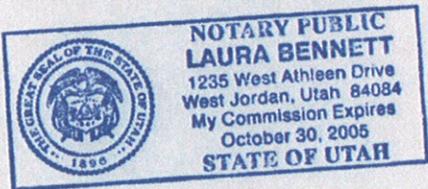
On the 13 day of MAY, 2004, personally appeared before me L.D. BOWERMAN who being by me duly sworn did say that (s)he is the manager of **LDM DEVELOPMENT, L.L.C.**, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company by authority of its Articles of Organization and duly acknowledged to me that said limited liability company executed the same.

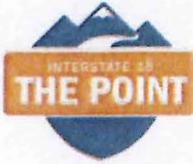
My Commission Expires:

10/30/2005

Laura Bennett
Notary Public
Residing at:

1235 W. Athleen Dr.





Project No. S-ST99(192), Salt Lake County
 I-15; SR-73 to 12300 South Widening
 Draper City
 Charge ID No. 71485 PIN 10935

20728

<p>Betterment Agreement Local Agency Modification to Federal Aid Agreement No. <u>1</u> (If applicable)</p>	<p>Betterment Description:</p> <ol style="list-style-type: none"> 1. Additional shouldering of Minuteman Drive 2. Waterline casing crossing I-15 3. 14600 South landscape sleeve 4. Increasing pipeline from 16-inch to 24-inch <p>Local Agency: Draper City</p>	<p>Estimated Value of Betterment</p> <p>\$362,250.00</p>
<p>PIN Number 10935</p> <p>FINET/CID Number 71485</p> <p>FMIS Number</p>	<p>Project Number S-ST99(192), Salt Lake County</p> <p>Project Name I-15; SR-73 to 12300 South Widening</p> <p>Project Master Utility Agreement Number 148539</p> <p>Draper City Agreement No. 14-50</p>	<p>Agreement Number (Assigned By Comptrollers)</p> <p>148539</p> <p>Date Executed</p>

THIS AGREEMENT, made and entered into the date shown below, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as “**UDOT**” and **Draper City** a Municipal Corporation of the State of Utah, hereinafter referred to as the “**City**”.

Subject to the provisions of the Project Master Utility Agreement between **UDOT** and the **City**, dated December 23, 2013 and finance number 148539, **UDOT** will include the following betterment work items into the above referenced Project. In conjunction with the Project, **UDOT** will advertise these items for bid and will administer construction of the work covered herein. Upon signing this agreement, the **City** agrees that the costs shown below are fixed fee only and that the **City** will be responsible for paying the fixed fee costs associated with these betterment items.

Item No	Description	Price
1	Additional shouldering 5-foot west side of the existing pavement of Minuteman Drive from 14600 South southbound to Salt Lake / Utah County Line.	\$150,000.00
2	Waterline casing crossing I-15; see Exhibit A	\$135,000.00
3	14600 South Landscape; irrigation sleeves to accommodate a future landscaping; see Exhibit B	\$6,500.00
4	Increase water pipeline from 16-inch to 24-inch at 14600 South where relocation is required for Project conflict work	\$70,750.00
Total Draper City Betterment Work		\$362,250.00

The total fixed fee cost of the betterment work shall be advanced / deposited with **UDOT** prior to advertising or prior to the completion of the work, whichever is applicable. The **City** shall deposit said amount with **UDOT's** Comptroller's Office located at **UDOT/COMPTROLLER**, 4501 South 2700 West, Box 141500, Salt Lake City 84119-1500.



Project No. S-ST99(192), Salt Lake County
I-15; SR-73 to 12300 South Widening
Draper City
Charge ID No. 71485 PIN 10935

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first above written.

ATTEST:

Draper City,
a Municipal Corporation of the State of Utah

[Signature]

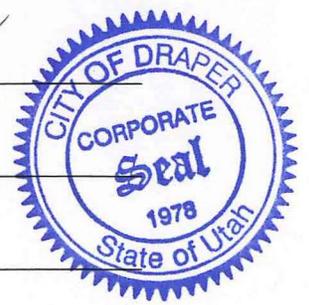
[Signature]

Title: City Recorder

Title: Mayor

Date: 4.17.14

Date: 4.17.14



(IMPRESS SEAL)

RECOMMENDED FOR APPROVAL:

Utah Department of Transportation

[Signature]

[Signature]

Title: Utility and Railroad Leader

Title: Project Director

Date: 4/22/14

Date: 4/24/14

Approved as to Form

UDOT Comptroller Office Contract
Administrator

[Signature]

[Signature]

Title: Assistant Attorney General

Title:

Date: 4/28/14

Date: 4-29-14

EXHIBIT A

I-15 Point Project

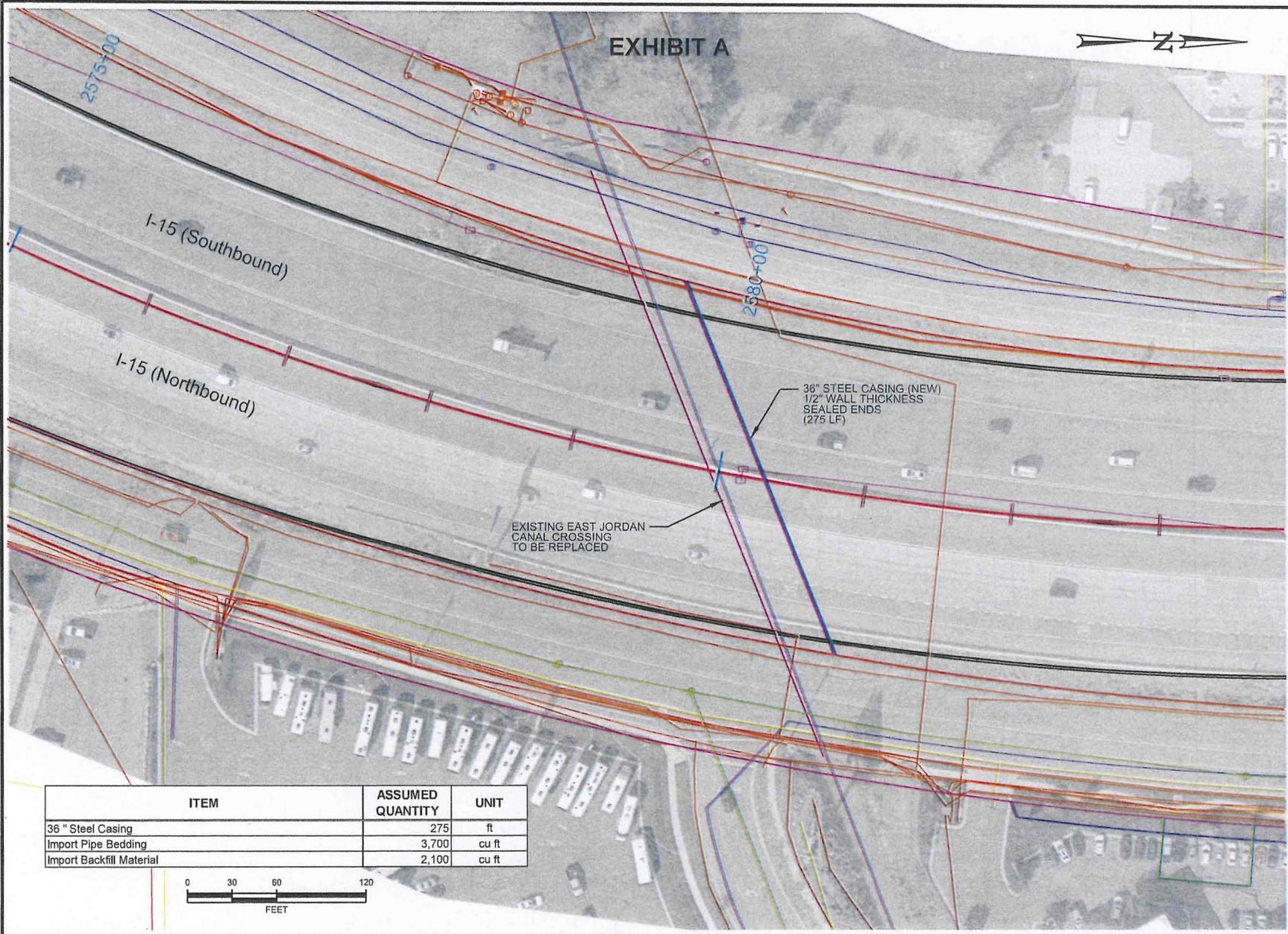
UTILITY BETTERMENTS COST ESTIMATE

B-001A East Jordan Canal at I-15

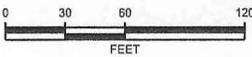
36" Water Line Casing in Open Trench

ITEM	ASSUMED QUANTITY	UNIT	UNIT PRICE	TOTAL	REMARKS
36 " Steel Casing	275	ft	\$ 350.00	\$96,250	
Import Pipe Bedding	3,700	cu ft	\$ 3.00	\$11,100	
Import Backfill Material	2,100	cu ft	\$ 2.00	\$4,200	
			Subtotal:	\$111,550	
Construction Management		4%		\$4,462	
Final Engineering		7%		\$7,809	
		TOTAL		\$123,821	

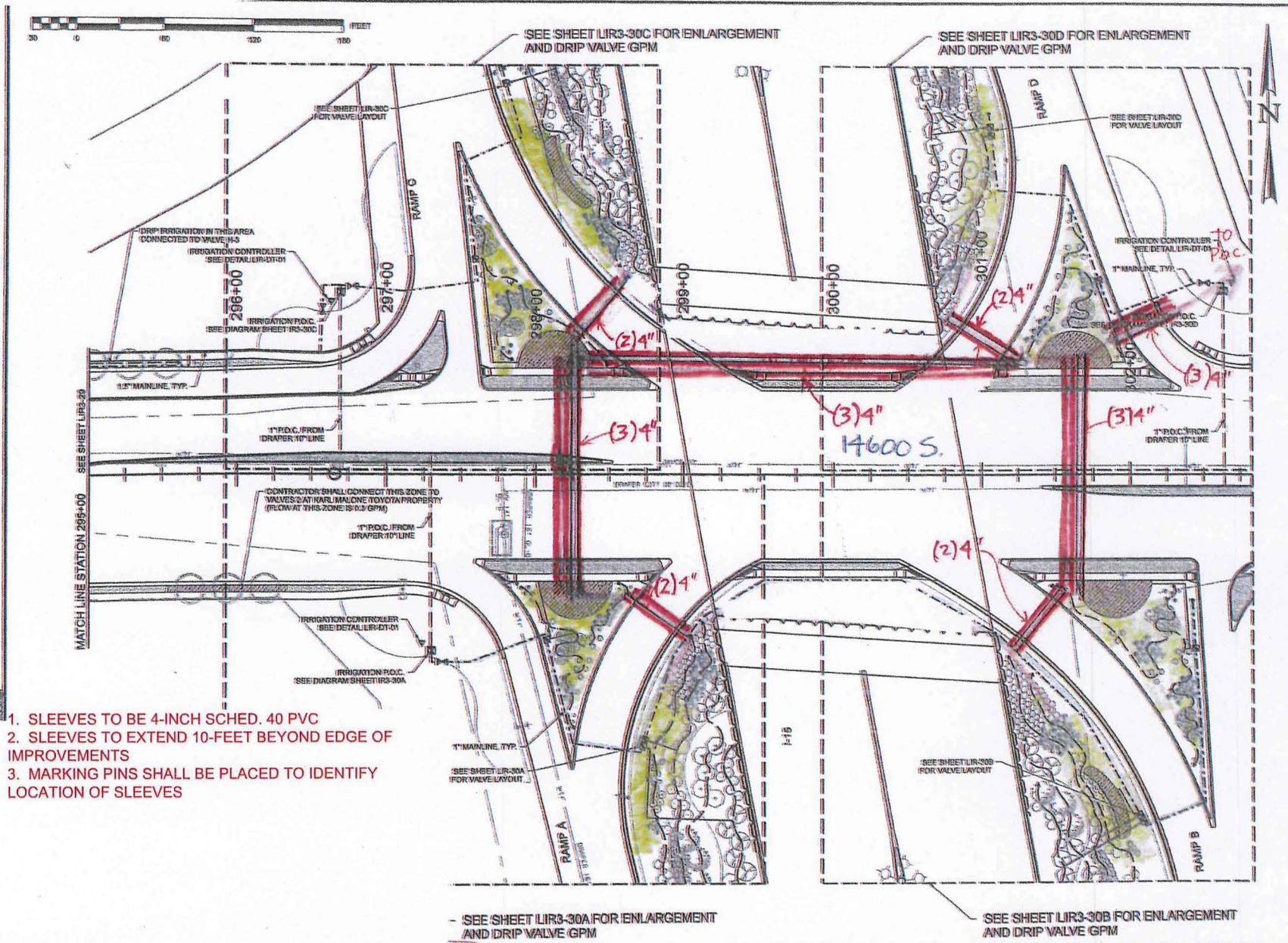
EXHIBIT A



ITEM	ASSUMED QUANTITY	UNIT
36" Steel Casing	275	ft
Import Pipe Bedding	3,700	cu ft
Import Backfill Material	2,100	cu ft



SHEET NO. B-001A		PROJECT SR-92 TO 12300 SOUTH		APPROVED	
PROJECT NUMBER S-ST99(192)		PIN 10935		PROFESSIONAL ENGINEER	
UTAH DEPARTMENT OF TRANSPORTATION		HORROCKS ENGINEERS		DATE	
DRAWN BY XXX		CHECKED BY XXX		DATE	
REVISIONS		NO.		APPROVED BY	
				REMARKS	



1. SLEEVES TO BE 4-INCH SCHED. 40 PVC
2. SLEEVES TO EXTEND 10-FEET BEYOND EDGE OF IMPROVEMENTS
3. MARKING PINS SHALL BE PLACED TO IDENTIFY LOCATION OF SLEEVES

EXHIBIT B