

CITY COUNCIL AGENDA

Notice is hereby given that the Draper City Council will hold a **Business Meeting** on **Tuesday, July 1, 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 Discussion: Zoning – Keith Morey

3.0 Council/Manager Reports

7:00 p.m. BUSINESS MEETING

1.0 Call to Order: Mayor Troy Walker

2.0 Inspirational Thought and Flag Ceremony – Thought will be given by Brigadier General Dallen Attack, and Flag Ceremony will be presented by the Utah National Guard Color Guard

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

4.0 Recognition: Kent Player for his Service on the Parks, Trails, and Recreation Committee

5.0 Consent Items:

- a. Approval of June 17, 2014, Minutes
- b. Approval of Side Letter of Agreement with Utah Transit Authority for the Southwest Salt Lake County Transit Corridor Project
- c. **Agreement #14-119**, Awarding Auditing Services to Hansen, Bradshaw, Malmrose, & Erickson
- d. **Agreement #14-120**, For Approval of a Cooperative Agreement with Utah Department of Transportation for Cost Sharing of Restriping 700 East from 11400 South to 11796 South
- e. Approval of the Galena Townhomes Final Plat

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.

- 6.0 Public Hearing: Ordinance #1115**, On the request of Ty Vranes, representing VP Homes for approval of a Zoning Map Amendment changing the zoning designation from RA1 (Residential Agricultural) to R3 (Residential) on an approximately 1.0 acre site at 11953 South 800 East. The application is otherwise known as the *Indian Meadows Phase II (VP) – Zone Change Request*. Staff report by Keith Morey.
- 7.0 Public Hearing: Ordinance #1105**, On the request of Burgess Cline for approval of a Zoning Map Amendment changing the zoning designation from RA1 (Residential Agricultural) to R3 (Residential) on 1.0 acres at 12845 S. Fort Street. The application is otherwise known as the *Sunghyun Zone Change Request*. Staff report by Keith Morey.
- 8.0 Public Hearing: Ordinance #1111**, On the request of Ryan Button for approval of a Zoning Map Amendment changing the zoning designation from A5 (Agricultural) to RM1 (Residential) with a Development Agreement on approximately 18.3 acres at 962 E. Roundhouse Road. The application is otherwise known as the *Deer Run Preserve Zone Change Request*. Staff report by Keith Morey.
- 9.0 Public Hearing: Ordinance #1114**, On the request of Chad Anderson, representing Goff Mortuary for approval of a Zoning Map Amendment changing the zoning designation from RA1 (Residential Agricultural) to CC (Community Commercial) on an approximately 1.7 acre site at 11859 South 700 East. The application is otherwise known as the *Anderson and Goff Mortuary – Zone Change Request*. Staff report by Keith Morey.
- 10.0 Action Item: Agreement #14-101**, For approval of a Franchise Agreement with TW Telecom of Utah, LLC. Staff report by Doug Ahlstrom.
- 11.0 Action Item: Resolution #14-45**, Amending the Consolidated Fee Schedule. Staff report by Bob Wylie.
- 12.0 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 **1st day of July, 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/pmnm, and sent by facsimile to The Salt Lake Tribune, and The Deseret News.

Date Posted: June 27, 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 17, 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, 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; John Eining, Deputy Police Chief; and Garth Smith, Human Resource Director

EXCUSED: Councilmember Jeff Stenquist

Study Meeting

1.0 Dinner

[5:53:12 PM](#)

** Riley Pilgrim, Unified Fire Authority (UFA), talked about the non-disturbance areas in the city. He asked the City Council to allow the residents to work in those non-disturbance areas to make them more fire resistant. The UFA has received a grant to do the work, so it would not cost the City anything. He asked the City Council to amend the City ordinance to allow this to happen.

Doug Ahlstrom, City Attorney, indicated the non disturbance areas are in private backyards and were created by the developing engineer; not the City. There is nothing in the City Code that addresses the non disturbance areas. The City owns large areas of open space on the mountain, which should not be disturbed. However, the City Council has told the residents it is fine for them to weed whack five to ten feet behind their property to allow for a fire break.

Mr. Dobbins noted the City can adopt a policy that would allow for fire prevention measures on these areas, so the residents have some assurance that they will not get in trouble.

Mr. Pilgrim then briefed the City Council on the wildfire from the previous week. He stated they were lucky. Those houses might not have been so lucky if the fire would have occurred three weeks later.

2.0 Budget Work Session

6:11:10 PM

2.1 David Dobbins, City Manager, reviewed the changes that are being proposed to the FY 2014-15 Budget. The changes included:

- **Staffing Changes** (all costs covered within existing budgets except Passport position)
 - **Passport Position:** Make passport position full-time. Additional revenue will cover the increased costs. Will allow us to keep the passport office open a few more hours each day.
 - **Special Events:** Make Special Events Coordinator full-time by reducing one Code Enforcement position to part-time.
 - **IT Technician:** Change this position's title to Network Administrator. No change in pay grade.
- **Miscellaneous**
 - **Mayor & Council Salaries:** Utah Retirement Systems (URS) has set a minimum wage for elected officials. This new amount is \$988 a month which is a \$35 a month increase for council and giving the Mayor the same \$35 a month increase.
 - **Officer in Charge Program:** URMMA has recommended that we adopt an OIC program for the times that shift supervisors are not available (training, vacation, sick day) to reduce our liability. Annual cost would be \$5000
- **CIP**
 - **Park school Demolition:** Estimated costs for demolition are \$250,000.
 - **Wind Study:** The next step in the "wind farm" project is to do a wind study that is estimated to cost \$150,000 - \$200,000.
 - **Deer Ridge Drive:** Re-building deer Ridge Drive will cost \$3,000,000. There is \$1.6 million available from the TRSSD.
 - **Traverse Ridge Road:** Slurry seal would cost \$150,000. Chip seal would cost \$325,000.
 - **Dog Park:** Building a dog park on 300 East is estimated at \$383,000. I would highly recommend you go through a public process before making a final decision or the neighbors will be very unhappy. But you should budget for it now if you want to move the process ahead.

6:38:20 PM

** Councilmember Summerhays moved to adjourn to a closed door meeting to discuss litigation and property acquisition. Councilmember Vawdrey seconded the motion.

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

Business Meeting

[7:00:45 PM](#)

1.0 Call to Order

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

[7:00:52 PM](#)

2.0 Comment/Prayer and Pledge of Allegiance

[7:01:23 PM](#)

2.1 The prayer was offered by Imam Shuaib Din from the Utah Islamic Center.

[7:03:29 PM](#)

2.2 The pledge was led by Russ Fox.

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3.0 Citizen Comments

[7:07:31 PM](#)

3.1 Jeremy Jensen, 13039 South 1300 East, indicated Draper is a great place to live. He grew up in Bluffdale, and the cities have kind of grown along with each other. He stated he is an electrical contractor, and he has the unique job of going into people's homes to do electrical work. When he tells people where he lives, they all say Draper is an awesome place. There is nowhere in Salt Lake Valley that resembles what they have in Draper as far as crime rate, noisiness, police cars, etc. He said it is really nice here. He expressed appreciation to the Council for their time this evening.

[7:09:19 PM](#)

3.2 Sharlene Wardrop, 68 East Saddle Villa Drive, advised she loves Draper. She grew up in Sandy, but she loves Draper. She stated the property just south of her has new townhomes going in, and to the north of the townhomes is a piece of land where there are older existing homes. They have some really tall cottonwood trees that are starting to die. She noted she is concerned that the trees will fall on her property. She then asked who she could talk to about changing the intersection of Minuteman and 12300 South. She said it should be turned into a roundabout. There are near accidents almost every day.

[7:12:26 PM](#)

3.3 Lindsay Goeckeritz, 727 Old English Road, noted she would like to present some information to the City Council as they determine the future of the historic Park School. As she stated in a previous City Council meeting, she is a proponent of preserving the school as a community arts center, which would be privately funded. The Park School has served as the anchor of the city for 103 years and has been utilized in several different capacities. It is her understanding that the school would be demolished because it would not be economically beneficial to rehabilitate the building. In a study

commissioned by the Utah Heritage Foundation, it was found that the historic preservation of buildings is almost always more cost effective than new construction. In a feasibility study completed by CRSA in 2001, the cost per square foot for existing remodel work would be \$80-100. The cost for new construction was \$210-230 per square foot. CRSA has confirmed that the costs would have changed in the last thirteen years, but the fact that there would be a significant cost savings is still there. In addition, there are many grants and tax credits that further increase the viability of preservation. She asked the City Council to delay demolition for at least six months to allow time for fundraising. And to procure grants. She thanked the Council for their time.

[7:14:37 PM](#)

3.4 Karen Goodfellow, 13327 Ranchero Drive, indicated she has lived many different places in the United States. She is from West Chester County, New York, and she grew up in Miami Beach, Florida. She has seen various stages of growth and development in all of the areas she has lived. The thing that most people value about living in Draper is the value of their property, the value of the land around them, and the way they value the pastoral parts of the community. That is also part of the mission statement of the City. She wanted to go on record to advise that the City needs to maintain the half-acre lots in the central part of Draper. Any development that happens that are less than one-half acre should happen in the outskirts of the city so they do not compromise the inner parts of the existing residences. She said they want to bring other people in, and have affordable housing, but they do not want to turn into some of the other places she has lived that have allowed this to happen in a very patchwork way. She asked the Council to think about the Master Plan and what the residents want in living here.

[7:16:43 PM](#)

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

[7:17:21 PM](#)

4.1 **Councilmember Summerhays moved to approve the consent items. Councilmember Colbert seconded the motion.**

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

[7:17:59 PM](#)

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.

[7:18:31 PM](#)

5.1 Keith Morey, Community Development Director, indicated the City Council heard this item at the last meeting and held the public hearing. He reviewed the request for the Council.

[7:20:31 PM](#)

5.2 Councilmember Colbert moved to deny Ordinance #1103, which would change the zoning designation from RA1 (Residential Agricultural) to R3 (Residential) on approximately 2.33 acres located generally at 13322 South 1300 East. Councilmember Rappleye seconded the motion.

[7:20:52 PM](#)

5.3 Councilmember Colbert stated in listening to the applicant and the neighbors and looking at the General Plan for the area, he feels R3 is too dense for this area. He noted at some time half acre lots might be appropriate, but R3 is not appropriate for this area. It sets a bad precedent. One of the values of the community is driving down 1300 East, Pioneer Road, and Boulter Avenue and having the open feeling. Some of the residents live in smaller lot subdivisions, which is good, but he enjoys seeing the larger lots and having the open feeling in the Town Center area. It is what makes Draper special. R3 is contrary to those plans.

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5.4 Councilmember Rappleye concurred with Councilmember Colbert's finding on this. It is important to recognize the Zoning Map and the zone of the surrounding properties. R3 is not the right zone for this property at this time.

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5.5 Councilmember Summerhays noted there is a need for one-third acre parcels in the city; however, this area has all half acres, so he thinks it is appropriate to keep the lot size at one-half.

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5.6 Councilmember Vawdrey agreed. She stated this would also interfere with animal rights issues when they change an area like this.

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

[7:23:26 PM](#)

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.

[7:23:31 PM](#)

6.1 Mr. Morey advised this is the Dun Roamin zone change. He reviewed the request for the Council.

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6.2 Councilmember Rappleye moved to deny Ordinance #1104, which would change the zoning designation from RA1 (Residential Agricultural) to R3 (Residential) on approximately 5.5 acres located generally at 13000 South 1300 East. Councilmember Vawdrey seconded the motion.

[7:25:17 PM](#)

6.3 Councilmember Rappleye commented that this is the same situation as the last item. Most of the parcel size in the area is one acre. There are also animal rights associated with this property. He expressed that it is too drastic of a change to go to R3 on these properties.

[7:25:45 PM](#)

6.4 Councilmember Summerhays noted he spoke with some of the neighbors about this item. He can see going to half acre lots on the back property but not the two front ones. It does not make sense to him on 1300 East.

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

[7:27:56 PM](#)

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.

[7:28:14 PM](#)

7.1 Mr. Morey advised this is a limited alcohol license. Draper currently has four of these licenses, and this will make number five. He then reviewed what the license would allow. Mr. Morey advised this application meets all of the requirements.

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

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

[7:30:00 PM](#)

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

[7:30:09 PM](#)

7.5 Councilmember Rappleye moved to approve a limited service alcohol license for Sushi Ya Draper, Inc. Councilmember Colbert seconded the motion.

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

[7:31:18 PM](#)

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

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8.1 Glade Robbins, Public Works Director, advised the City has a project defined to widen and improve 1300 East from the roundabout to the new Draper Middle School. As part of the work, the City is acquiring right-of-way to widen the road. In that effort, the City discovered there is a deferral agreement on one of the properties. The property owner had agreed to put the improvements in and donate the property for the additional right-of-way to do that. The property owner has requested that the deferral agreement be terminated and that they be treated as the rest of the property owners. Staff is recommending that the deferral agreement not be terminated.

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8.2 Councilmember Colbert asked the amount of the deferral. Mr. Robbins replied it is \$12,000. The applicant is willing to donate the property; however, she would like the improvement costs waived.

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8.3 Mr. Dobbins noted this is the only deferral agreement the City has on 1300 East.

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8.4 Mayor Walker asked the Council whether or not they wanted to allow the applicant to speak on this issue. The Council agreed to let her speak; however, it was determined that the applicant was not present at the meeting.

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8.5 Councilmember Colbert questioned if the request tonight was to terminate the deferral agreement. Mr. Robbins stated it is.

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8.6 Councilmember Colbert moved to deny Agreement #14-99, 1300 East Widening Project – Parcel 124 Right-of-Way Contract and Termination of Deferral Agreement. Councilmember Summerhays seconded the motion.

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8.7 Councilmember Colbert questioned whether there are ways to arrange payment terms if this presented a financial problem to the applicant. Mr. Dobbins stated the deferral agreement does not anticipate that; however, he thinks they could work something out. The terms say that if it is not paid within ninety days, the City can put a lien on the property to recoup the cost.

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

[7:37:10 PM](#)

9.0 Public Hearing: Resolution #14-42, Amending the FY 2013-14 Budget.

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9.1 Mr. Wiley explained the budget amendments as follows:

- FY2014-040 Claims & Ins. - Move budgeted amounts for Claims and Liability insurance to the Risk Management Fund from the Legal Department's budget.
- FY2014-041 Bellevue - Establish and set-up capital budget for the Bellevue Subdivision. Ivory Development who is the developer has completed the improvements. The funds include \$262,334.66 from Transportation Impact Fees and \$36,639.14 from B&C Fund Balance for a total of \$298,973.80.
- FY2014-042 City Bldg Parking Lot - Expansion of city office building parking lot that is located on the south side of the city building. Funding for this project will be transferred from the Parks Department operating budget in FY2014. Amount of budget amendment is \$74,738.
- FY2014-043 GAP Project - This budget request amendment is for the UDOT I-15 widening betterments. This item is to increase the water pipeline from 16-inch to 24-inch at 14600 South. Engineering estimates for this project is \$70,750 and the funding will come from the Water Fund, fund balance.
- FY2014-044 Salz Cove - Establish a budget for the Salz Cove Subdivision storm drain project. The estimated cost for this project is \$65,000. The funding for this will be transferred from an existing storm water project (Coyote Hollow).

Amount of budget amendment is \$120,000.

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

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9.3 Councilmember Summerhays moved to suspend the rules. Councilmember Vawdrey seconded the motion.

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

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9.5 Councilmember Summerhays moved to approve Resolution #14-42 which amends the FY 2013-14 Budget. Councilmember Vawdrey seconded the motion.

[7:42:05 PM](#)

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

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**** Council/Manager Reports**

[7:42:42 PM](#)

**** Councilmember Rappleye indicated he received an email advising him that Draper is in the top 40 for safest cities in Utah.**

Councilmember Rappleye then noted a gentleman that lives by the historic park has had some problems with the evening festivities. People have randomly parked on the lane, and the owners could not get their truck out. The property owners are requesting the City put a sign at 900 East 12650 South that advises people that it is not a through street and there is no parking allowed.

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**** Councilmember Vawdrey noted she was at the concert in the park last night, and the children were playing in the fountain. She expressed concern with allowing this. She asked whether they could address the issue with signage. The children were told to get out of the fountain, but they were squirting water all over the park. It is a liability issue.**

Doug Ahlstrom, City Attorney, noted if the children get injured playing in the fountain, the City will be liable. It would help a little to post signs prohibiting them from playing in the fountains. Many Cities have splash parks, and they post signs saying to play at their own risk.

Mr. Dobbins indicated staff will look into putting signs in the park.

[7:46:20 PM](#)

** Councilmember Summerhays noted he has been thinking about individuals that could be the grand marshal for Draper Days. He gave a few suggestions for the City to consider.

[7:49:28 PM](#)

** Mr. Fox reviewed the construction schedule for the new Public Safety Building. He advised the entrance to City Hall from Pioneer Road will be closed starting next week.

Mr. Fox then indicated Verizon Wireless is interested in doing a cell tower by the animal shelter and another one east of City Hall. He asked the City Council if they are interested in pursuing a lease agreement with them. The Council asked Mr. Fox to bring back concepts.

[7:53:08 PM](#)

** Rhett Ogden, Recreation Director, stated the City has their first two City events at the amphitheater this weekend. There is a free band and movie on Friday, and the Nathan Pacheco concert on Saturday.

Councilmember Rappleye advised the brochure they sent out about the programs in the amphitheater this year was very well done. The City has a good line up this year.

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** Mr. Robbins noted the City has received a request from the Utah Geological Survey to do some trench excavations along the Wasatch fault line. He displayed a map showing the areas. They will excavate the material and then fill it back in when they are done. They are also requesting the City waive the land disturbance permit and the fees involved.

Mr. Robbins indicated there has also been a request for no parking signs at the trail head at Coyote Hollow Court. There are already no parking signs along the one side of the street. The Council agreed to prohibit parking from the driveway to the intersection.

[7:59:07 PM](#)

** Mayor Walker commended the Unified Fire Authority on their timely work to get the fire out last week on the east hillside. They did a great job. He reminded the public that they are going into the fire season. A major catastrophe can happen really quickly just from being careless and not paying attention.

Mayor Walker expressed appreciation to Mr. Ogden and Stefania Wilkes for their efforts with the Daddy Daughter Dance held at the Day Barn. He was able to attend with his youngest daughter. The event was sold out, and it was a lot of fun.

Mayor Walker noted he met with some residents who live near Kimballs Lane. They brought him a petition signed by the residents in that area. They have a speeding problem from Kimballs Lane to the outlet area. They would like the City to address their concerns

with enforcement and speed bumps or other traffic calming devices. Mayor Walker asked that the officers patrol the area more if possible.

Mayor Walker asked for an update on the 13200 South Widening Project. Councilmember Summerhays noted he drove through the Fort Street area on his way to the meeting tonight, and the roadway is looking incredible.

Mr. Robbins advised the project is coming along really well. They are hoping to get the intersection paved within one week. They are making good progress. The storm did cause some delays; however, it is moving along on schedule.

Mayor Walker reminded everyone about the fireworks restrictions. He noted everyone needs to use caution with fireworks so they do not have to deal with fires.

Mayor Walker then asked the Councilmembers if they are interested in discussing the Park School plans. A demolition cost is being included in the budget next week.

8:06:45 PM

** Councilmember Summerhays advised the Council has had many discussions about the Park School. They have had one referendum about the Park School, and seventy percent of the residents were in favor of tearing it down. He has talked to many people about the issue. He said he went to school there, and his friends did as well. Since they can no longer play basketball in the building, they have no love for it. The costs to save the building are astronomical. He noted he would like to allow Mrs. Goeckeritz a month or two to try to come up with \$10-12 million to save it; however, he does not see that happening. Since the building was empty, the City has paid over \$1 million to keep it heated and to pay for electricity. The costs add up really quickly. They also still have vandalism problems with the building.

8:10:01 PM

** Councilmember Rappleye expressed appreciation to Mrs. Goeckeritz for her enthusiasm for the project. One of the problems he sees is the difficulty in generating enough money to restore the building as well as maintain it on an annual basis. He stated it has been approximately three months since the Council approved the study for the school. The idea at the time was that the Council is not going to wait another year to do something with this building. He sees the end date about seventy-five days out. One thing that has changed since the last study is the condition of the building. The City has brought a lot of people with money through the building, and they do not want to touch it. If this was a private building, it would have come down a long time ago. There is just no public money to take care of it. He worked in the building for almost a year after the City offices moved out, and there are a lot of problems with it. He expressed the need to come up with a deadline to determine what will happen with the building.

[8:13:35 PM](#)

** Councilmember Colbert stated he has been on the Council for fourteen years. In the beginning he supported every feasible renovation project that came before the Council. He has tried to be optimistic when it appears that something can be done. In this case, there have been many proposals come to the City, and none of them have worked out. The City is just wasting time, and it is getting worse than it was fifteen years ago. The money is not there, and he does not see it being feasible.

[8:14:45 PM](#)

** Councilmember Vawdrey indicated there were lights on in the upstairs area of the building last night. Mr. Dobbins indicated there is a little bit of stuff left in the building, and people have been escorted into the building to remove the items.

Councilmember Vawdrey then advised she is concerned about the usage of the building. She thinks it has to be something they want in the Town Center. She is concerned with the ongoing maintenance costs of the building. She has never heard that it is cheaper to restore a building than to do new construction.

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** Mayor Walker said with respect to the usage of the building now, there was clear direction from OSHA that the building was not to be used. The reason it is fenced in 100 percent is due to liability.

Mayor Walker then indicated if there is the ability to restore the building, it has to be a use that is wanted, needed, and is cohesive to the Town Center zone. With respect to the property, there are a lot of possibilities for that property in bringing people down town. There are a myriad of ideas, and he has some of his own. With the building there, they do not have the ability to have a different type of use. He understands the desire to save the building; however, if the building is gone, it opens the area up for other options. The next thing he wants to bring up is the use of public money. The renovation of the Day Barn has been a good thing; however, the City ended up paying \$75,000 of taxpayer dollars into the building. The City was not going to put any money into it. He voted no every time it came up to put taxpayer money into that facility. There was a need to do engineering work to make it safe for use. There are also maintenance costs associated with the building. He said he remembers when he was first elected that heating cost for the building was \$10,000 per month. The Community College went somewhere else, because even though the City was allowing them the use of the building rent free, they could not afford the heating costs.

Mayor Walker asked the Council what they were thinking in terms of a timeline for the building. The consensus was to have the deadline for the plan and money to be the end of August.

Councilmember Colbert indicated he still wants to start the bid process for demolition, so they do not end up in the winter. Mr. Dobbins advised staff will start the process, and the Council can still consider other options.

Councilmember Colbert questioned whether there are any materials of value in the building. Mr. Dobbins noted they will go through and make that determination prior to the demolition.

[8:31:12 PM](#)

10.0 Adjournment

[8:31:16 PM](#)

10.1 Councilmember Summerhays moved to adjourn the meeting. Councilmember Rappleye ended the motion.

[8:31:25 PM](#)

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

The meeting adjourned at 8:31 p.m.

[Return to Agenda](#)

CONSENT

ITEM #B

SIDE LETTER OF AGREEMENT

Southwest Salt Lake County Transit Corridor Project Development

This Side Letter of Agreement is made by and between UTAH TRANSIT AUTHORITY (“UTA”) and CITY OF DRAPER (“Draper”).

WHEREAS, UTA and Draper, together with City of Riverton, City of Herriman, City of South Jordan, Salt Lake County, Wasatch Front Regional Council, and HTC Communities, LLC, did enter into an Interlocal Agreement, dated on or about July 10, 2013 (the “ILA”), to jointly contract for and conduct a study (the “Study”) to explore expanded transportation in the Southwest Salt Lake County area; and

WHEREAS, pursuant to anticipated plans to relocate the Utah State Prison from its current location within Draper, Draper now desires to increase the scope of the Study to include the current Prison site; and

WHEREAS, UTA and the other parties to the ILA are willing to include the additional scope, with funding for the additional scope to be provided only by Draper and UTA, as described herein.

NOW, THEREFORE, UTA and Draper hereby agree as follows:

1. UTA will modify the scope of the Study to include the Utah State Prison area. The cost of the additional scope is estimated to be Two Hundred Fifty Thousand Dollars (\$250,000).
2. Draper will pay to UTA the sum of One Hundred Twenty-Five Thousand Dollars (\$125,000), on or before the last day of July, 2014.
3. UTA will contribute the remainder of the cost for increasing the scope of the Study, up to but not exceeding the amount of One Hundred Twenty-Five Thousand Dollars (\$125,000). UTA will contribute the funds in two or more payments, one in calendar year 2014, and at least one in calendar year 2015, at UTA’s discretion.
4. UTA and Draper will seek additional funding from the State of Utah and/or its agencies or commissions, to pay a portion of the increased cost of the Study. In the event funding is obtained, each of UTA and Draper’s payment obligations, as outlined hereinabove,

shall be reduced in equal amounts, by one-half of the additional funding received from the State of Utah.

5. UTA and Draper acknowledge that none of the other parties to the ILA will be required to contribute additional funds, as described in paragraph 7 of the ILA. Further, UTA and Draper acknowledge that the additional funds and increased scope does not and will not give UTA and/or Draper any additional vote or authority in any committees created pursuant to the ILA.

IN WITNESS WHEREOF, UTA and Draper have entered into this Side Letter of Agreement this ____ day of _____, 2014.

UTAH TRANSIT AUTHORITY

By _____
Its _____

By _____
Its _____

Approved as to Form

UTA Legal Counsel

CITY OF DRAPER

By _____
Its _____

By _____
Its _____

Approved as to Form

City Attorney

[Return to Agenda](#)

CONSENT ITEM #C

REQUEST FOR COUNCIL ACTION

To:	Mayor & City Council
From:	Bob Wylie, Finance Director
Date:	July 1, 2014
Subject:	Professional Service Agreement with Hansen, Bradshaw, Malmrose & Erickson, P.C. for Professional auditing Services
Applicant Presentation:	None
Staff Presentation:	Bob Wylie, Finance Director

RECOMMENDATION:

Authorize the Mayor to sign Agreement #14-119 with the firm Hansen, Bradshaw, Malmrose & Erickson to provide professional auditing services for the City beginning July 1, 2014 for the Fiscal Year Ending June 30, 2014 and for fiscal Year Ending June 30, 2015.

BACKGROUND AND FINDINGS:

Staff has recognized the need to issue a competitive bid to have for professional auditing services for the city and all its component entities (CDRA, TRSSD and MBA) for the fiscal year ending June 30, 2014. The services to be provided are performing the financial audit, Single Audit (as needed), preparing and printing the Comprehensive Annual Financial Report (CAFR) and the Schedule of Expenditures of Federal Awards (SEFA) for submission.

A Request for Proposal (RFP) was issued on April 9, 2014 in accordance with Draper City's procurement policy. Ten vendors submitted proposals for evaluation and scoring. Hansen, Bradshaw, Malmrose & Erickson P.C. was selected by the RFP committee to be awarded the contract. The agreement would be for an initial two years with the option to extend for three additional one year periods.

PREVIOUS LEGISLATIVE ACTION:

None

FISCAL IMPACT: Finance Review: BW

- **First year engagement is \$31,400 with a single audit and the second year engagement is for \$31,800 with a single audit.**

SUPPORTING DOCUMENTS:

- Agreement #14-119
- Hansen, Bradshaw, Malmrose & Erickson
- RFP- Audit Score Summary

Draper City Audit Services

Option 1b - Auditor performs audit and prepares & w/single

Offeror	Low Price Proposal	Offeror's Pricing	Cost / Fees 25	Experience/ References 25	Technical 25	Key Personnel 15	Added Value 10	TOTAL 100
Eide Bailly	28,500	37,825.00	16.82	16.67	20.00	9.00	7.33	69.82
Hawkins Cloward		35,268.00	19.06	15.00	15.00	11.00	4.00	64.06
Haynie		36,500.00	17.98	13.33	15.00	9.00	4.67	59.98
HBME		31,400.00	22.46	25.00	20.00	13.00	6.67	87.12
Karren, Hendrix, Stagg		28,500.00	25.00	18.33	18.33	9.00	4.00	74.67
Keddington & Christensen		30,500.00	23.25	25.00	18.33	14.00	5.33	85.91
PBTK		36,500.00	17.98	20.00	20.00	11.00	6.67	75.65
Pinnock, Robbins, Posey		33,500.00	20.61	8.33	16.67	8.00	3.33	56.95
Ulrich		37,575.00	17.04	23.33	14.33	11.00	4.67	70.37
Wisam, Smith, Racker		35,825.00	18.57	15.00	23.33	12.00	6.00	74.91

Hansen, Bradshaw, Malmrose & Erickson

A Professional Corporation
CERTIFIED PUBLIC ACCOUNTANTS

559 West 500 South
Bountiful, Utah 84010
801-296-0200
Fax 801-296-1218

E. Lynn Hansen, CPA
Clarke R. Bradshaw, CPA
Gary E. Malmrose, CPA
Edwin L. Erickson, CPA
Michael L. Smith, CPA
Jason L. Tanner, CPA

Robert D. Wood, CPA
Aaron R. Hixson, CPA
Ted C. Gardiner, CPA
Jeffrey B. Miles, CPA

*Members of the
American Institute
of Certified Public
Accountants*

*Members of the
Private Company
Practice Section*

June 26, 2014

Mr. Troy Walker, Mayor
City of Draper, Utah
1020 E. Pioneer Rd.
Draper, UT 84020

Dear Mr. Walker:

You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of City of Draper, Utah, as of June 30, 2014, and for the year then ended and the related notes to the financial statements, which collectively comprise City of Draper's basic financial statements as listed in the table of contents.

In addition, we will audit the City's compliance over major federal award programs for the year ended June 30, 2014. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objective of our expressing an opinion on each opinion unit.

Accounting principles generally accepted in the United States of America require that management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the *Governmental Accounting Standards Board*, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

Management's Discussion and Analysis

Supplementary information other than RSI will accompany City of Draper's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

Combining and Individual Nonmajor Fund Statements
Budgetary Comparison Schedules
Schedule of Expenditures of Federal Awards (SEFA)

Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

Introductory Section
Statistical Section

Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States of America; and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations and in accordance with the Utah State Legal Compliance Audit requirements. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and Government Auditing Standards of the Comptroller General of the United States of America and in accordance with any Utah State Legal Compliance Audit requirements.

In making our risk assessments, we consider internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

We will issue a written report upon completion of our audit of City of Draper's basic financial statements. Our report will be addressed to the governing body of City of Draper. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over

financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

We also will issue a written report on compliance with the Utah State Legal Compliance Audit requirements upon completion of our audit.

Audit of Major Program Compliance

Our audit of City of Draper's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the provisions of U.S. Office of Management and Budget Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations; and will include tests of accounting records, a determination of major programs in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the City has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal award programs. Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget Circular A-133 Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of those procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Also, as required by OMB Circular A-133, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the City's major federal award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the City's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;
3. For safeguarding assets;
4. For identifying all federal awards expended during the period;

5. For preparing the schedule of expenses of federal awards (including notes and noncash assistance received) in accordance with OMB Circular A-133 requirements;
6. For the design, implementation, and maintenance of internal control over compliance;
7. For identifying and ensuring that the City complies with laws, regulations, grants, and contracts applicable to its activities and its federal award programs;
8. For following up and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
9. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
10. For submitting the reporting package and data collection form to the appropriate parties;
11. For making the auditor aware of any significant vendor relationships where the vendor is responsible for program compliance;
12. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence.
13. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole; and
14. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Fees and Timing

The timing of our audit will be scheduled for performance and completion as outlined in our proposal to serve the City contingent upon our receiving the necessary and requested items to complete the audit in a timely manner.

Edwin L. Erickson, CPA, is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Hansen, Bradshaw, Malmrose & Erickson, P.C.'s (HBME) services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices will be rendered monthly and are payable upon presentation. We estimate that our fee for the audit will not exceed \$31,400, including \$4,500 for Single Audit. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the City's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

We will also perform the following nonattest services:

- Preparation of the basic financial statements based on your trial balances
- Preparation of the SEFA and related notes based on your provided schedules

With respect to any nonattest services we perform, the City of Draper's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

During the course of the audit we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

At the conclusion of our audit engagement, we will communicate to management and the City Council the following significant findings from the audit:

- Our view about the qualitative aspects of the City's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

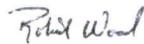
In accordance with the requirements of Government Auditing Standards, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

The audit documentation for this engagement is the property of HBME and constitutes confidential information. However, we may be requested to make certain audit documentation available to state and federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of HBME's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,



Robert D. Wood, CPA

RESPONSE:

This letter correctly sets forth our understanding.

City of Draper, Utah

Acknowledged and agreed on behalf of City of Draper, Utah:

By: _____

Title: _____

Date: _____



SYSTEM REVIEW REPORT

January 18, 2012

To the Shareholders of
Hansen, Bradshaw, Malmrose & Erickson, PC
And the Peer Review Committee of the Nevada Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Hansen, Bradshaw, Malmrose & Erickson, PC (the firm) in effect for the year ended August 31, 2011. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *ERISA* and *Government Auditing Standards*.

In our opinion, the system of quality control for the accounting and auditing practice of Hansen, Bradshaw, Malmrose & Erickson, PC in effect for the year ended August 31, 2011, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiencies*, or *fail*. Hansen, Bradshaw, Malmrose & Erickson, PC has received a peer review rating of *pass*.

Wiggins & Co., PC
Wiggins & Co., PC

[Return to Agenda](#)

CONSENT ITEM #D

REQUEST FOR COUNCIL ACTION

To:	<u>Mayor Walker & City Council</u>
From:	<u>Glade Robbins, Acting City Engineer</u>
Date:	<u>June 26, 2014</u>
Subject:	<u>Agreement #14-120, Cooperative Agreement – Restriping of 700 East from 11400 South to 11796 South</u>
Committee Presentation:	
Staff Presentation:	
RECOMMENDATION: Recommend approval of Agreement #14-120, the Cooperative Agreement between Utah Department of Transportation and Draper City for the Restriping of 700 East from 11400 South to 11796 South	
BACKGROUND AND FINDINGS: Due to an analysis of traffic and safety considerations, including traffic complaints along 700 East (State Road 71) from 11400 South to 11796 South conducted by Utah Department of Transportation (UDOT), UDOT has recommended restriping and resigning the area to accommodate the recommendations of their analysis. In order to have this worked performed as soon as possible, UDOT has requested Draper City enter into a cost sharing agreement for the project work. UDOT will contribute the first \$60,000 and any amount above the estimated project cost. The City will contribute up to but not exceeding \$20,000. Any savings on the project cost from the estimated cost will be realized by Draper City. The project will add a center turn lane the length of the project and add no parking signs on 700 East to accommodate the new lane configuration.	
PREVIOUS LEGISLATIVE ACTION: N/A	
FISCAL IMPACT: Finance Review: <u>Bow</u> Draper City to pay up to but not exceeding \$20,000. <i>Use Btc Funds</i> 12-40-7204	
SUPPORTING DOCUMENTS: <ul style="list-style-type: none">• Agreement #14-120, Cooperative Agreement between Utah Department of Transportation and Draper City.	

COOPERATIVE AGREEMENT

Between the Utah Department of Transportation and Draper City

This Cooperative Agreement ("Agreement") is entered into this _____ day of _____, 2014 ("Effective Date") by and between Draper City ("Draper"), a municipal corporation of the State of Utah, and the Utah Department of Transportation ("UDOT"), an agency of the State of Utah.

RECITALS

WHEREAS, an active transportation plan and a two way left turn is needed on SR-71 (700 East) between SR-175 (11400 South) and the UTA Trax Station located at 11796 South to enhance safety; and

WHEREAS, the parties agree that SR-71 (700 East) between SR-175 (11400 South) and the UTA Trax Station located at 11796 South can accommodate these needs with a striping and signing project; and

WHEREAS, the proposed signing and striping project, UDOT project PIN 12688 Project No. S-0071(44)7 SR-71 MP 6.59 – 7.21, (Exhibit 1) and cost Estimate (exhibit 2) was reviewed by Draper City and UDOT Traffic and Safety and it was agreed that the modifications would enhance safety and active transportation; and

WHEREAS, the parties have agreed that it will be beneficial to share the cost related to this project; and

NOW THEREFORE, in consideration of the mutual promises and covenants herein, the Parties agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to implement the sharing of costs related to the UDOT project PIN 12688 Project No. S-0071(44)7 SR-71 MP 6.59 – 7.21 (the "Project"). Specifically, the Parties will share some costs of the Project.

2. **COST-SHARING.** Upon the signing of this agreement UDOT agrees to pay the initial \$60,000.00 of the estimated cost and begin work on the project immediately. Draper City agrees to pay UDOT for construction costs incurred that are over the \$60,000 amount up to, but not exceeding \$20,000. If any additional construction costs are incurred by the project over the total amount of \$80,000 noted above, UDOT will be responsible to pay them. The estimate for all construction costs is \$80,608.00. See the attached project estimate (Exhibit 2).

3. **TERM.** The term of this Agreement shall be complete when each Party's applicable payments have been tendered, construction is complete and all contractor(s) payments for the work completed have been finalized and final approval of the improvements is given in writing by Draper City and UDOT.

4. **LAWS OF UTAH.** This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

5. **SEVERABILITY OF PROVISIONS.** If any provision of this Agreement is held invalid, the remainder shall continue in full force and effect.

6. **THIRD PARTIES.** This Agreement is not intended to benefit any party or person not named as a Party specifically herein, or which does not later become a Party hereto as provided herein.

7. **NOTICES.** All notices and other communications provided for in this Agreement shall be in writing and shall be sufficient for all purposes if (a) sent by mail or email to the address the Party may designate, or by fax to the fax number the Party may designate.

8. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes any prior understandings, agreements or representations, verbal or written. No subsequent modification or amendments will be valid unless stated in writing and signed by both parties.

9. **COUNTERPARTS.** This Agreement may be executed in counterparts by the parties.

10. **AUTHORITY.** Each party represents and warrants that it has the authority to enter into this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on their behalf by the following duly authorized representatives as of the date appearing opposite their signature below (signatures appear on separate pages).

DRAPER CITY

Name

Title

Date

ATTEST:

City Recorder

Approved as to legal form and compliance with applicable law:

Attorney for DRAPER

#14-120

06/16/2014

UTAH DEPARTMENT OF
TRANSPORTATION

Name

Title

Date



14-120

Restriping -- 700 East from 11400 S. to TRAX

5/12/2014

Option #1

Item of Work	Units	Quantity	Cost/Unit	Extended Cost
Mobe of concrete profile grinder (grind 1/8" down)	Lump	1	\$1,000.00	\$1,000
Mobe of microsurfacing machine	Lump	1	\$1,000.00	\$1,000
Traffic Control	Lump	1	\$6,500.00	\$6,500
Profile Grinding 1/8" (concrete section ONLY)	Sq. Yd	1,944	\$7.00	\$13,608
Remove Existing Tape	Ft	6,790	\$0.30	\$2,037
Remove Existing Messages (arrows)	Each	2	\$70.00	\$140
Microsurfacing (asphalt section ONLY)	Sq. Yd	12,400	\$3.25	\$40,300
New Tape (grooved-in, white & yellow)	Ft	980	\$2.35	\$2,303
New Paint (white & yellow, 2 apps)	Gallon	90	\$25.00	\$2,250
New Messages	Each	14	\$60.00	\$840
Signs with pole/foundation/hardware	Each	10	\$1,000.00	\$10,000
Secondary Signs (8 signs)	Sq. Ft	14	\$45.00	\$630
Total:				\$80,608

Signs	Description	Quantity
R3-17	Bike Lane	5
R3-17bP	Ends	2
R7-1D	No Parking (Both Dir.)	8
R7-1L	No Parking (Left)	1
R7-1R	No Parking (Right)	1
R4-4	Begin RT Yield Bikes	1

Total Signs:	18
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New poles	Slipbase poles	10
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Exhibit B

Return to Agenda

CONSENT

ITEM #E

REQUEST FOR COUNCIL ACTION

To:	Mayor & City Council
From:	Dennis Workman
Date:	6-24-14 for 7-1-14 CC Agenda
Subject:	Galena Park Townhomes Final Plat
Applicant Presentation:	John Linton with DR Horton
Staff Presentation:	Keith Morey
RECOMMENDATION: To approve the final subdivision plat for Galena Park Townhomes.	
BACKGROUND: As a reminder, this request pertains to 9.68 acres located on the north side of 12300 South between Galena Park Blvd. and the UTA rail right-of-way. Approving the plat would provide for a 78-unit townhome development, yielding exactly eight units per acre. On May 27, 2014 the City Council approved the preliminary plat for this project. This application is now at final plat stage. When final subdivision plats go to the City Council for approval, they are generally placed on the consent calendar.	
PREVIOUS LEGISLATIVE ACTION: April 24, 2014: Planning Commission reviewed and recommended approval of the preliminary plat. May 27, 2014: City Council reviewed and approved the preliminary plat.	
FISCAL IMPACT: Finance Review: _____ <ul style="list-style-type: none">• The plat will divide the property into 78 privately-owned townhome lots with the remainder of the area held in common ownership. As such, the Galena Park Townhomes HOA may contract with the City for garbage/recycle pick-up.	
SUPPORTING DOCUMENTS: <ul style="list-style-type: none">• Final Plat• Staff report to PC with maps• Minutes from CC Hearing May 27, 2014	



Development Review Committee
1020 East Pioneer Road
Draper, UT 84020
(801) 576-6539 Fax (801) 576-6526

STAFF REPORT
April 11, 2014

To: Planning Commission
Business Date: April 24, 2014

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

Re: Galena Park Townhomes Preliminary Plat

Application No.: 131118-12223S
Applicant: Matt Lepire for D.R. Horton
Project Location: 12223 S. Galena Park Blvd.
Zoning: RM1
Acreage: 9.68 acres
Request: Preliminary plat approval for a 78-unit townhome development

BACKGROUND

This application is a request for preliminary plat approval on 9.68 acres located on the north side of 12300 South between Galena Park Blvd. and the UTA rail right-of-way. The applicant is requesting preliminary plat approval for a 78-unit townhome development, which will yield exactly eight units per acre. The authority to approve or deny a preliminary plat with over ten lots is vested with the City Council, with the Planning Commission acting as a recommending body.

ANALYSIS

General Plan and Zoning. The General Plan currently identifies the subject property as Medium High-Density Residential, which allows up to eight units per acre. The property is zoned RM1 which is consistent with this land use classification. The stated purpose of the RM1 zone district is to “permit well-designed apartments, townhouses, twin homes and condominiums at relatively high densities that are appropriately buffered from and compatible with surrounding land uses.”

Preliminary Plat. The applicant has submitted a preliminary plat for 78 townhomes. Table 9-10-3 of the DCMC requires that all units in the RM1 zone shall have a minimum size of 1,000 square feet; all 78 parcels meet this threshold. Street widths are called out at 30 feet and sidewalks at four feet. Visitor parking stalls are clearly identified, as is the amenities area. The plat shows a 50-foot trail corridor along the east property line containing a 14-foot wide asphalt path with decorative rock between the trail and the townhome units. The plat identifies the townhome parcels to be private property, and all other areas to be common space to be maintained by an HOA. The following two notes will appear on the plat:

- 1) All private streets, storm drainage system and water system shall be owned and maintained by the Home Owner’s Association.
- 2) Landscaping on Galena Park Drive and along trail corridor shall be maintained by the Home Owner’s Association.



Preliminary Plat. The criteria for review and approval of a preliminary plat are found in Section 17-3-040(a) of the Draper City Municipal Code. They are as follows:

The Planning Commission shall make findings specifying any inadequacy in the application, non-compliance with City regulations, questionable or undesirable design and/or engineering, and the need for any additional information which may assist the Planning Commission to evaluate the preliminary plat. The Planning Commission may review all relevant information pertaining to the proposed development including but not limited to the following: fire protection; sufficient supply of culinary and secondary water to the proposed subdivision; sewer service; traffic considerations and the potential for flooding; etc. The Planning Commission shall submit its findings and recommendations regarding approval or disapproval of the Preliminary Plat to the City Council for review and decision.”

STAFF REVIEWS

Planning Division Review. The planning staff issues a recommendation for approval with the following comments and conditions:

1. That a final plat application is submitted in accordance with section 17-4 of the DCMC.

Parks and Trails Committee. The Parks and Trails Committee recommends approval of the proposed plat, which shows a 50-foot trail corridor along the east property line. The corridor will contain a 14 foot asphalt path. The developer will improve the area east of the path with decorative gravel. In the engineering review memo that follows, Brad Jensen and Troy Wolverton provide further details on the design and infrastructure improvements of the public trail.

Engineering Review. In a memo dated April 1, 2014, Troy Wolverton with Draper City Engineering states:

We have reviewed the preliminary plat and site plan amendment application for the subject project and recommend approval subject to conditions. Accordingly, we have included the following comments for your consideration:

General

1. Final plans shall include signature with stamp of the professional engineer.
2. Plans shall depict a 14' wide asphalt trail/maintenance road that is acceptable to Rocky Mountain Power requirements. Trail alignment shall be adjusted to accommodate a larger curve radius as noted on the red-line check print and to provide a 3' minimum clearance from any obstacles (fences, poles, etc.). Applicant's engineer shall verify that guy wire for proposed pole does not conflict with new trail alignment.
3. Plans shall include detail of access control gates to prevent unauthorized motorized vehicles on the trail. A copy of this detail is available from our office and shall be included in the plans.

Plat

4. Plat shall include the existing office condo parcel as a numbered lot, as required by Salt Lake County Recorder's Office.

5. Plat shall indicate existing utility easements and adjacent street right of ways.

Utilities

6. A commitment to serve letter will be provided from the city to provide culinary water service upon final approval of the water utility plan and final plat approval.
7. Plans shall indicate the installation of a gate valve on the tee for existing fire line to existing office building.
8. Plans indicate a proposed street light on Galena Park Drive. Applicant's engineer shall verify that street light location does not conflict with existing overhead power lines, and make any necessary adjustments. Plans shall specify the Draper City collector street light detail LP-01. A copy of this detail is available from our office and shall be included in the plans.

Building Division Review. In a memo dated December 9, 2013, Keith Collier states that he has no concerns at this stage of development.

Unified Fire Authority Review. In a memo dated January 7, 2014, Don Buckley with the Unified Fire Authority recommends approval with the following conditions and comments:

1. **Fire Department Access is required.** An unobstructed minimum road width of twenty-six (26) feet and a minimum height of thirteen (13) feet six (6) inches shall be required. The road must be designed and maintained to support the imposed loads of emergency apparatus. The surface shall be able to provide all weather driving capabilities. The road shall have an inside turning radius of twenty – eight (28) feet. There shall be a maximum grade of 10%. Grades may be checked prior to building permits being issued.

a. **2012 International Fire Code Appendix D requirements on street widths:**

D103.6 Signs. Where required by the fire code official, fire apparatus access roads shall be marked with permanent **NO PARKING—FIRE LANE** signs complying with Figure D103.6. Signs shall have a minimum dimension of 12 inches (305mm) wide by 18 inches (457mm) high and have red letters on a white reflective background. Signs shall be posted on one or both sides of the fire apparatus road as required by Section D103.6.1 or D103.6.2.

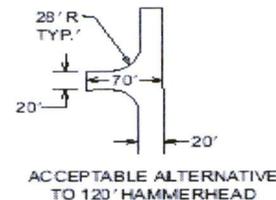
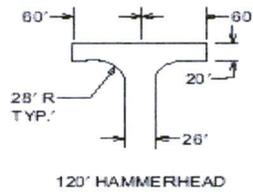
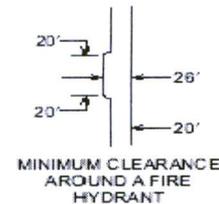
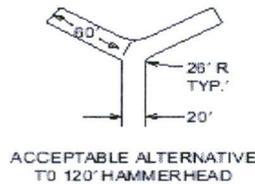
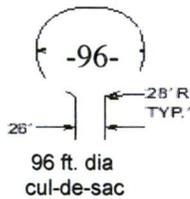


Signs are 12 X 18 inches, metal, and/or made of all weather resistant materials. (D103.6)

D103.6.1 Roads 20 to 26 feet in width. Fire apparatus access roads 20 to 26 feet wide (6096 to 7925 mm) shall be posted on both sides as a fire lane.

D103.6.2 Roads more than 26 feet in width. Fire apparatus access roads more than 26 feet wide (7925 mm) to 32 feet wide (9754 mm) shall be posted on one side of the road as a fire lane.

2. **Fire Department Approved Turn Around Required.** Access roads over 150 feet long shall require an approved turn around. Below is a diagram of approved fire department turn arounds.



3. **Fire Hydrants are required** there shall be a total of 8 hydrants required spaced at 400ft. increments. The required fire flow for this project is 2000GPM for full 2 hour duration. This will allow up to a 6200sqft home. Anything larger will require additional fire flow test to determine if sprinklers are needed.
4. **Hydrants and Site Access.** All hydrants and a form of acceptable temporary Fire Department Access to the site **shall be installed and APPROVED by the Fire Department prior to the issuance of any Building Permits.** If at any time during the building phase any of the hydrants or temporary Fire Department Access becomes non-compliant any and all permits could be revoked.
5. **No combustible construction** shall be allowed prior to hydrant installation and testing by water purveyor. All hydrants must be operational prior to any combustible elements being received or delivered on building site.
6. **Visible Addressing Required.** New and existing buildings shall have approved address numbers plainly legible and visible from the street fronting the property. These numbers shall contrast with their background.
7. **Street Signs required** and are to be posted and legible prior to building permits being issued. All lots to have lot number or address posted and legible.

8. **Developments One –or Two Family Residential Development** where the number of dwelling units exceeds 30 shall be provided with separate and approved fire apparatus access roads and shall meet the requirements of Section D104.3.

(D104.3 Remoteness. Where two access roads are required, they shall be placed a distance apart equal to not less than one half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses.)

Geotechnical Review. In memo dated December 4, 2013, Alan Taylor states: “It is TG’s opinion that GeoStrata has adequately addressed the geotechnical engineering parameters for the subject lots.”

Noticing. Public noticing for preliminary plat has been properly issued in the manner outlined in the City and State Codes.

STAFF RECOMMENDATION

Staff recommends approval of the preliminary plat by Matt Lepire, representing D.R. Horton, application 131118-12223S, subject to the following conditions:

1. That all requirements of the Draper City Engineering Department are satisfied, including the submittal of revised plat drawings showing a 14-foot wide trail.
2. That all requirements of the Unified Fire Authority, as stated in this report, are satisfied.
3. That an amended site plan is approved by the Planning Commission.
4. That a final plat application is submitted in accordance with Chapter 17-4 of the DCMC.

This recommendation is based on the following findings:

1. That the proposed preliminary plat is for a use that is permitted in the RM1 zone.
2. That the proposed preliminary plat meets the Draper City ordinances pertaining to plat creation, namely those contained in Chapter 17-3.
3. That the proposed preliminary plat and associated site plan will not be detrimental to the health, safety or general welfare of those persons working or residing in the area.

MODEL MOTION

Sample Motion to Recommend Approval of Preliminary Plat. “I move we forward a positive recommendation to the City Council regarding the Galena Park Townhomes preliminary plat, as requested by Matt Lepire, application 131118-12223S, based on the findings and subject to the conditions listed in the staff report dated April 11, 2014 and as modified by the following:”

1. List any additional findings and conditions.

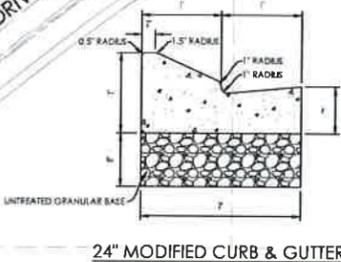
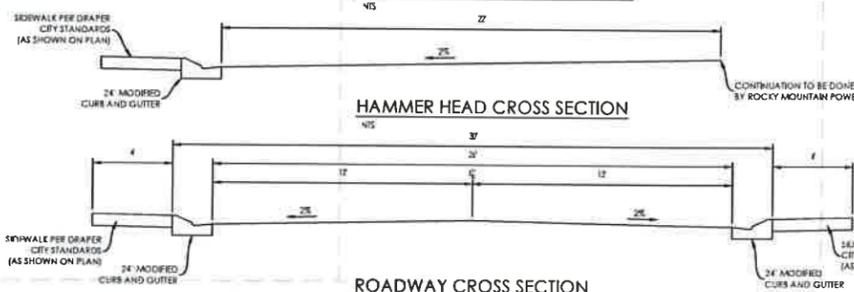
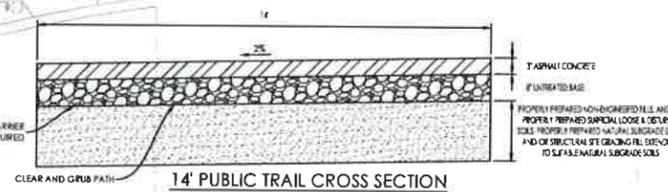
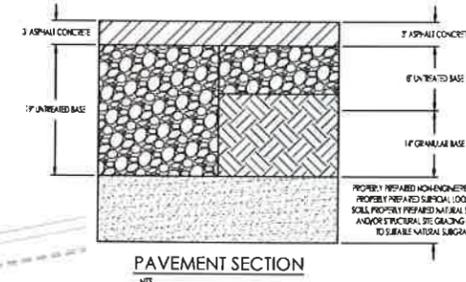
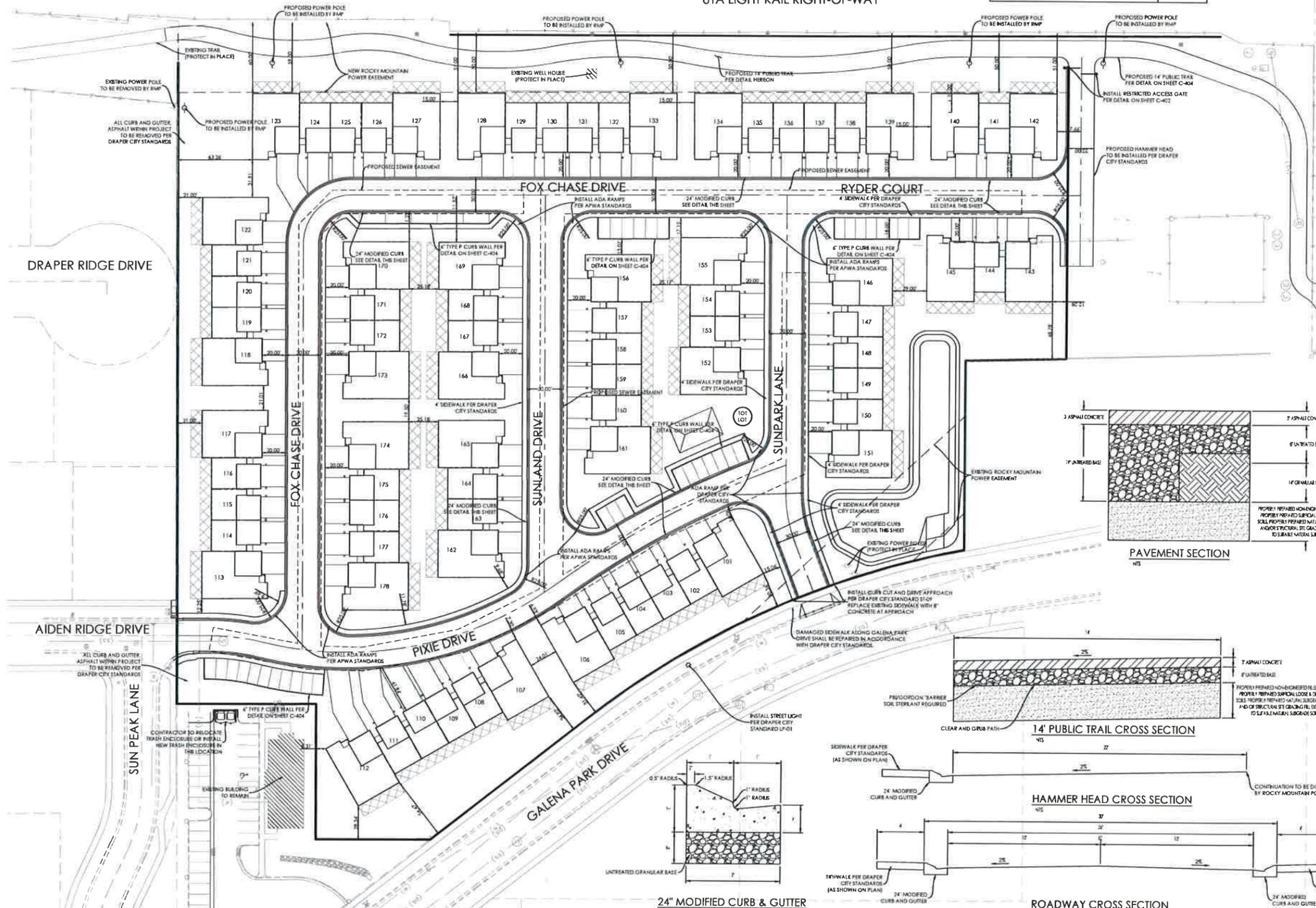
Sample Motion to Recommend Denial of Preliminary Plat. “I move we forward a negative recommendation to the City Council regarding the Galena Park Townhomes preliminary plat, as requested by Matt Lepire, application 131118-12223S, based on the following findings:”

1. List findings.

SITE TABULATION	
TOTAL PROJECT GROSS ACREAGE	9.68 ACRES
SQUARE FOOTAGE OF ROAD RIGHT-OF-WAYS	85,653 SQ. FT.
SQUARE FOOTAGE OF BUILDING FOOTPRINTS	117,297 SQ. FT.
SQUARE FOOTAGE OF DRIVEWAYS	30,771 SQ. FT.
SQUARE FOOTAGE OF LIMITED COMMON AREAS	24,978 SQ. FT.
SQUARE FOOTAGE OF ON-SITE LANDSCAPING/OPEN SPACE	143,223 SQ. FT.
SQUARE FOOTAGE OF OFF-SITE TRAIL INSTALLATION	17,945 SQ. FT.
NUMBER OF PARKING SPACES (GARAGE)	156
NUMBER OF PARKING SPACES (DRIVEWAY)	156
NUMBER OF PARKING SPACES (DRIVEWAY)	35
TOTAL NUMBER OF PARKING SPACES	347



UTA LIGHT RAIL RIGHT-OF-WAY



Revision	By	Appd.	DATE	
4	DRAPER CITY SUBMITTAL	SDJ	JR	14.06.22
3	DRAPER CITY SUBMITTAL	SDJ	JR	14.02.14
2	DRAPER CITY SUBMITTAL	SDJ	JR	13.12.20
1	DRAPER CITY SUBMITTAL	SDJ	JR	13.10.18

File Name: D1146c-101a.dwg
 Permitt-Seal: [Seal] [Seal]
 Client/Project: DR HORTON, 12351 S GATEWAY PARK PLACE, STE D100, DRAPER, UTAH 84020
 Title: OVERALL SITE PLAN
 Project No.: 186201149
 Drawing No.: []
 Scale: 1"=40'
 Sheet: [] of []
 Revision: []

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 2014/05/29 8:40 AM By: James.Escal

Return to Agenda

ITEM #6

REQUEST FOR COUNCIL ACTION

To:	Mayor & City Council
From:	Jennifer Jastremsky, AICP, Planner II
Date:	June 14, 2014
Subject:	Indian Meadows Phase II (VP) Zone Change Request
Applicant Presentation:	Ty Vranes, representing VP Homes
Staff Presentation:	Jennifer Jastremsky

RECOMMENDATION:

To approve the request for the Indian Meadows Phase II (VP) Zone Change Request, as unanimously recommended by the Planning Commission, as per the staff report dated May 30, 2014, and as reflected in Ordinance #1115, including its Exhibit "A".

The Indian Meadows Subdivision received Preliminary Plat approval on April 3, 2007 and Final Plat approval on August 14, 2007. The plat includes two lots. Lot 1 is developed and contains 40,000 square feet. Lot 2 is undeveloped and contains exactly one acre. It is the intent of the applicant to obtain a rezone to the R3 (Single Family Residential, 13,000 square foot lot minimum) zone in order to subdivide Lot 2 into two 17,000 square foot lots and the private roads needed to serve the lots and adjacent properties.

The requested R3 (Single Family Residential, 13,000 square foot lot minimum) zone is intended to "provide incentives to foster residential development with little impact on its surroundings and municipal services and to generally preserve the semi-rural character."

The subject property is part of the old Draperville Plat. Given the age of this neighborhood, the area includes an array of uses, including various types of housing, lot sizes and uses. Zoning districts in the neighborhood include RA1 (Residential Agricultural), RA2 (Residential Agricultural), R3 (Single Family Residential), RM2 (Multi Family Residential), CN (Neighborhood Commercial) and CC (Community Commercial). Uses include single-family homes, townhomes, apartments, office, retail, a commercial kennel, and agriculture uses. Of the single-family parcels, sizes range from 0.23 acres to 2.03 acres in size. A Concept Plan can be found in Exhibit E of the Planning Commission staff report. The size and nature of the development possible in the R3 zoning district is compatible with the existing neighborhood.

BACKGROUND AND FINDINGS:

This recommendation is based on the following findings:

1. The proposed development plans meet the intent, goals, and objectives of the Draper City General Plan.
 - a. The Residential Medium Density Land Use Category is characterized by variations and mixing of lot sizes, setback and residential development forms.
 - b. Medium density may be used as a transition between less intensive residential areas and non-residential areas such as offices or retail centers.
 - c. Encourage the development of a range of housing types and densities based upon orderly development patterns.
 - d. Encourage new residential development to locate within areas currently served by adequate water, wastewater and other community services.
2. The proposed development plans meet the requirements and provisions of the Draper City Municipal Code.
3. The R3 zoning district is intended to foster development with little impact on surroundings,

- services and to generally preserve the semi-rural character of the City.
4. With the adoption of the R4 and R5 zoning categories (10,000 and 8,000 square foot minimum lot sizes), the R3 category (13,000 square foot minimum lot size) is now considered a medium density single-family zone designation.
 5. The proposed development plans will not be deleterious to the health, safety, and general welfare of the general public nor the residents of adjacent properties.
 6. The proposed development conforms to the general aesthetic and physical development of the area.
 7. The public services in the area are adequate to support the subject development.
 8. Spot zoning is legal per the Utah State Code.

PREVIOUS LEGISLATIVE ACTION: None.

FISCAL IMPACT: Finance Review: _____

- None

SUPPORTING DOCUMENTS:

- Ordinance #1115 with Exhibits
- Staff Report with Supporting Documentation
- Zoning, Land Use & Aerial Maps
- Planning Commission Minutes – June 12, 2014 (if available)

ORDINANCE NO. 1115

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF DRAPER CITY FOR APPROXIMATELY 1.0 ACRES OF PROPERTY FROM RA1 (RESIDENTIAL AGRICULTURAL, 40,000 SQUIRE FOOT LOT MINIMUM) TO R3 (SINGLE-FAMILY RESIDENTIAL, 13,000 SQUARE FOOT LOT MINIMUM), LOCATED AT APPROXIMATELY 11953 S 800 E WITHIN DRAPER CITY, OTHERWISE KNOWN AS THE INDIAN MEADOWS PHASE II (VP) ZONE CHANGE.

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

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

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

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

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

Section 1. Zoning Map Amendment. The following described real property located at approximately 11953 South 800 East within Draper City, Salt Lake County, State of Utah, previously zoned RA1 as shown on the Draper City Zoning Map, as depicted in Exhibit "A" hereto, are hereby changed and rezoned to R3:

Lot 2, Indian Meadows Subdivision
Contains 43,560 Square Feet or 1.0 Acres

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

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

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

ATTEST:

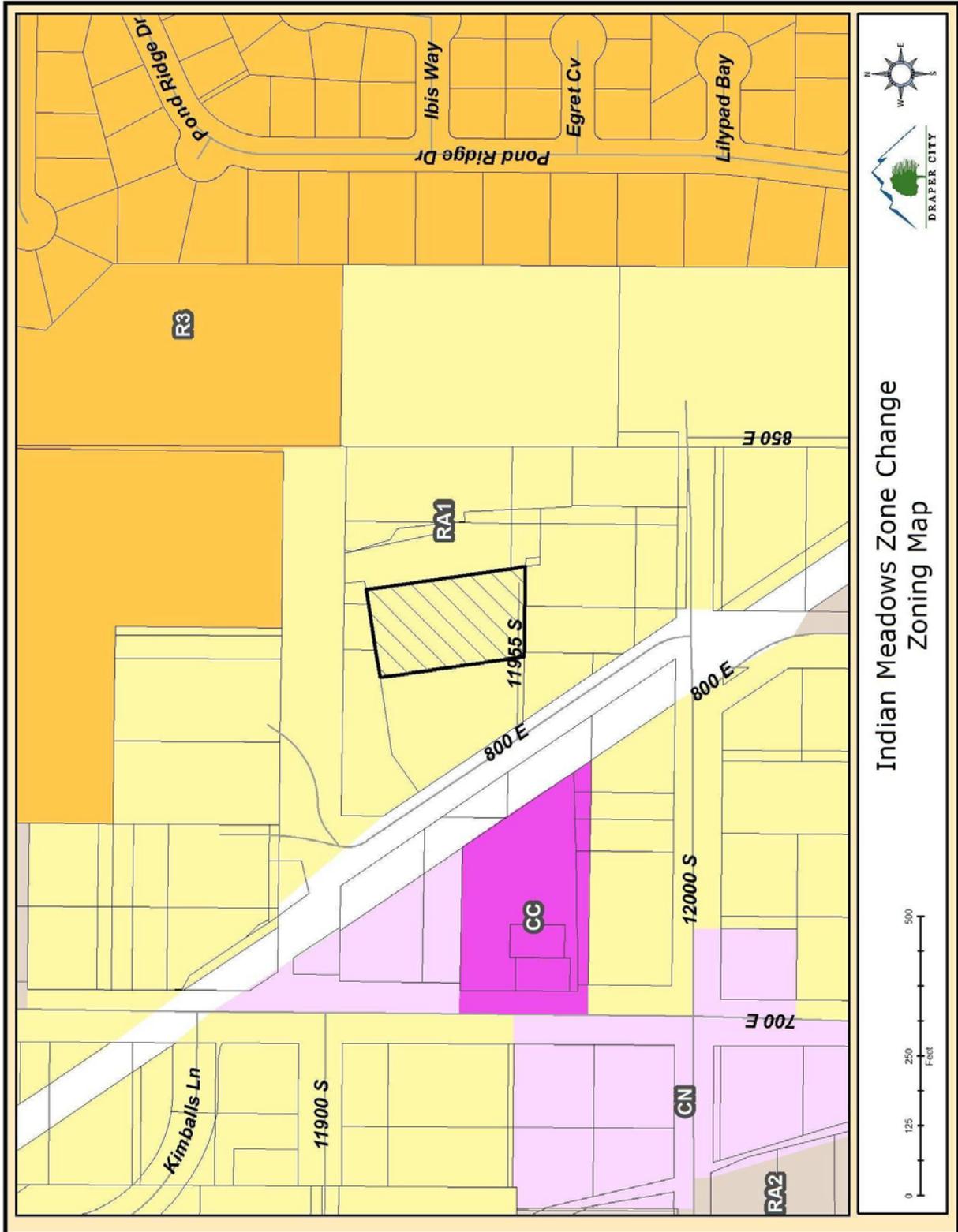
DRAPER CITY:

By: _____
City Recorder

By: _____
Mayor

EXHIBIT A

INDIAN MEADOWS PHASE II (VP) ZONE CHANGE REQUEST





Development Review Committee

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

STAFF REPORT

May 30, 2014

To: Draper City Planning Commission
Business Date: June 12, 2014

From: Development Review Committee

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

Re: Indian Meadows Phase II (VP) – Zone Change Request

Application No.: 140502-11953S
Applicant: Ty Vranes, representing VP Homes
Project Location: Approximately 11953 South 800 East
Zoning: RA1 (Residential Agricultural, 40,000 square foot lot minimum) Zone
Acreage: 1.0 Acres (Approximately 43,560 ft²)
Request: Request for approval of a Zone Change from the RA1 (Residential Agricultural, 40,000 square foot lot minimum) zone to R3 (Single Family Residential, 13,000 square foot lot minimum) zone on an approximately 1.0 acre site.

SUMMARY

This application is a request for approval of a Zone Change for approximately 1.0 acres located on the east side of 800 East, at approximately 11953 South 800 East. The property is currently zoned RA1 (Residential Agricultural, 40,000 square foot lot minimum). It is the intent of the applicant to obtain a rezone to the R3 (Single Family Residential, 13,000 square foot lot minimum) zone in order to subdivide the property into two 17,000 square foot lots and the private roads needed to serve the lots and adjacent properties.

BACKGROUND

The Indian Meadows Subdivision received Preliminary Plat approval on April 3, 2007 and Final Plat approval on August 14, 2007. The plat includes two lots. Lot 1 is developed and contains 40,000 square feet. Lot 2 is undeveloped and contains exactly one acre.

ANALYSIS

General Plan. The Land Use Map of the General Plan calls for the Residential Medium Density land use



designation for the subject property. This category “typically contains densities which range from two to four single family detached dwelling units per acre.” It also states that this land use is characterized by “variations and mixing of lot sizes, setback and residential development forms.”

Zoning. The property has been assigned the RA1 (Residential Agricultural, 40,000 square foot lot minimum) zoning classification, supporting approximately one dwelling unit per acre. The purpose of the RA1 zone is to “foster low density development with little impact on its surroundings and municipal services; to generally preserve the character of the City’s semi-rural areas; and to promote and preserve conditions favorable to large-lot family life, including the keeping of limited numbers of animals and fowl.” The RA2, R3, and R4 zoning designations are identified by the General Plan as preferred zoning classification for the Residential Medium Density land use designation. The property is surrounded by RA1 zoning on all four sides.

Request Analysis. The requested R3 (Single Family Residential, 13,000 square foot lot minimum) zone is intended to “provide incentives to foster residential development with little impact on its surroundings and municipal services and to generally preserve the semi-rural character.”

The subject property is part of the old Draperville Plat. Given the age of this neighborhood, the area includes an array of uses, including various types of housing, lot sizes and uses. Zoning districts in the neighborhood include RA1 (Residential Agricultural), RA2 (Residential Agricultural), R3 (Single Family Residential), RM2 (Multi Family Residential), CN (Neighborhood Commercial) and CC (Community Commercial). Uses include single-family homes, townhomes, apartments, office, retail, a commercial kennel, and agriculture uses. Of the single-family parcels, sizes range from 0.23 acres to 2.03 acres in size. A Concept Plan can be found in Exhibit E. If this zone change request is successful, the applicant will submit for a subdivision to create two 17,000 square foot single-family lots. The size and nature of the development possible in the R3 zoning district is compatible with the existing neighborhood.

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

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

REVIEWS

Planning Division Review. The Draper City Planning Division has completed their review of the Zone Change submission and has issued a recommendation for approval for the request with the following proposed comments:

1. The Residential Medium Density Land Use Category is characterized by variations and mixing of lot sizes, setback and residential development forms.
2. The R3 zoning district is intended to foster development with little impact on surroundings, services and to generally preserve the semi-rural character of the City.
3. There are many legal nonconforming parcels in the vicinity that are less than 1 acre in size.
4. Spot zoning is legal per the Utah State Code.
5. While horse ownership in the R3 zone is not allowed, horse ownership itself is not common among new subdivisions and developments.
6. With the adoption of the R4 and R5 zoning categories (10,000 and 8,000 square foot minimum lot sizes), the R3 category (13,000 square foot minimum lot size) is now considered a medium density single-family zone designation.
7. A mix of lot sizes is healthy for a community.

Engineering and Public Works Divisions Review. The Draper City Engineering and Public Works Divisions have completed their reviews of the Zone Change submission and have issued a recommendation for approval for the request without further comment.

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

STAFF RECOMMENDATION

Staff recommends approval of the request for a Zone Change by Ty Vranes, representing the VP Homes, application 140502-11953S.

This recommendation is based on the following findings:

1. The proposed development plans meet the intent, goals, and objectives of the Draper City General Plan.
 - a. The Residential Medium Density Land Use Category is characterized by variations and mixing of lot sizes, setback and residential development forms.
 - b. Medium density may be used as a transition between less intensive residential areas and non-residential areas such as offices or retail centers.
 - c. Encourage the development of a range of housing types and densities based upon orderly development patterns.
 - d. Encourage new residential development to locate within areas currently served by adequate water, wastewater and other community services.
2. The proposed development plans meet the requirements and provisions of the Draper City Municipal Code.
3. The R3 zoning district is intended to foster development with little impact on surroundings, services and to generally preserve the semi-rural character of the

- City.
4. With the adoption of the R4 and R5 zoning categories (10,000 and 8,000 square foot minimum lot sizes), the R3 category (13,000 square foot minimum lot size) is now considered a medium density single-family zone designation.
 5. The proposed development plans will not be deleterious to the health, safety, and general welfare of the general public nor the residents of adjacent properties.
 6. The proposed development conforms to the general aesthetic and physical development of the area.
 7. The public services in the area are adequate to support the subject development.
 8. Spot zoning is legal per the Utah State Code.

MODEL MOTIONS

Sample Motion for a Positive Recommendation – “I move we forward a positive recommendation to the City Council for the Indian Meadows Phase II (VP) Zone Change Request by Ty Vranes, representing the VP Homes for the purpose of rezoning the property from RA1 (Residential Agricultural, 40,000 square foot lot minimum) zone to R3 (Single Family Residential, 13,000 square foot lot minimum), application 140502-11953S, based on the findings listed in the Staff Report dated May 30, 2014:”

1. List any additional findings...

Sample Motion for a Negative Recommendation – “I move we forward a negative recommendation to the City Council for the Indian Meadows Phase II (VP) Zone Change Request by Ty Vranes, representing the VP Homes for the purpose of rezoning the property from RA1 (Residential Agricultural, 40,000 square foot lot minimum) zone to R3 (Single Family Residential, 13,000 square foot lot minimum), application 140502-11953S, based on the following findings:”

1. List any additional findings...

DEVELOPMENT REVIEW COMMITTEE ACKNOWLEDGEMENT

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



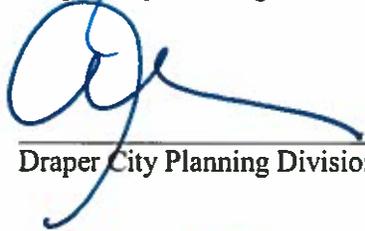
Draper City Engineering Division



Draper City Building Division



Draper City Operations Division



Draper City Planning Division



Unified Fire Authority



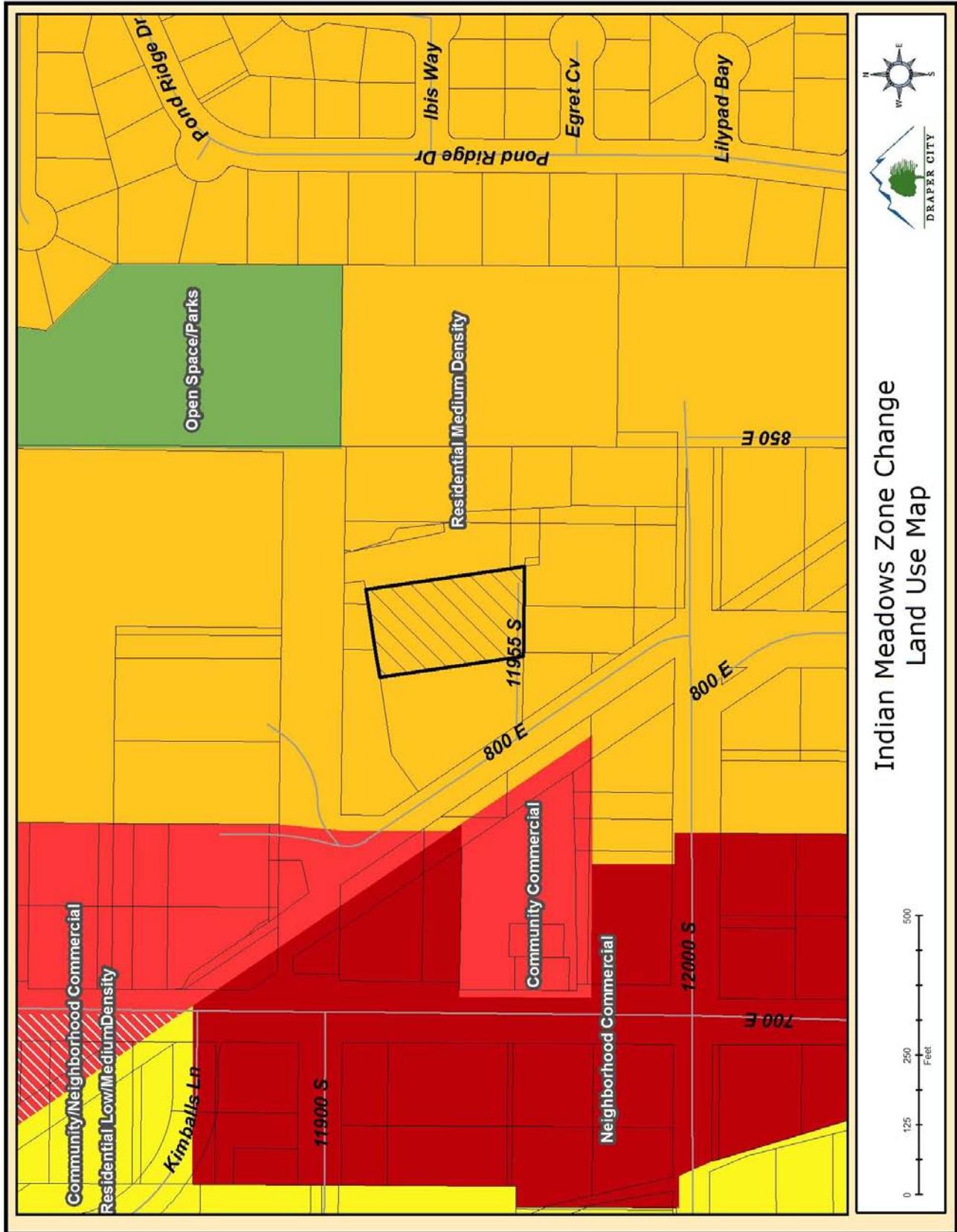
Draper City Legal Counsel



**EXHIBIT A
AERIAL MAP**



**EXHIBIT B
LAND USE MAP**



**EXHIBIT C
ZONING MAP**

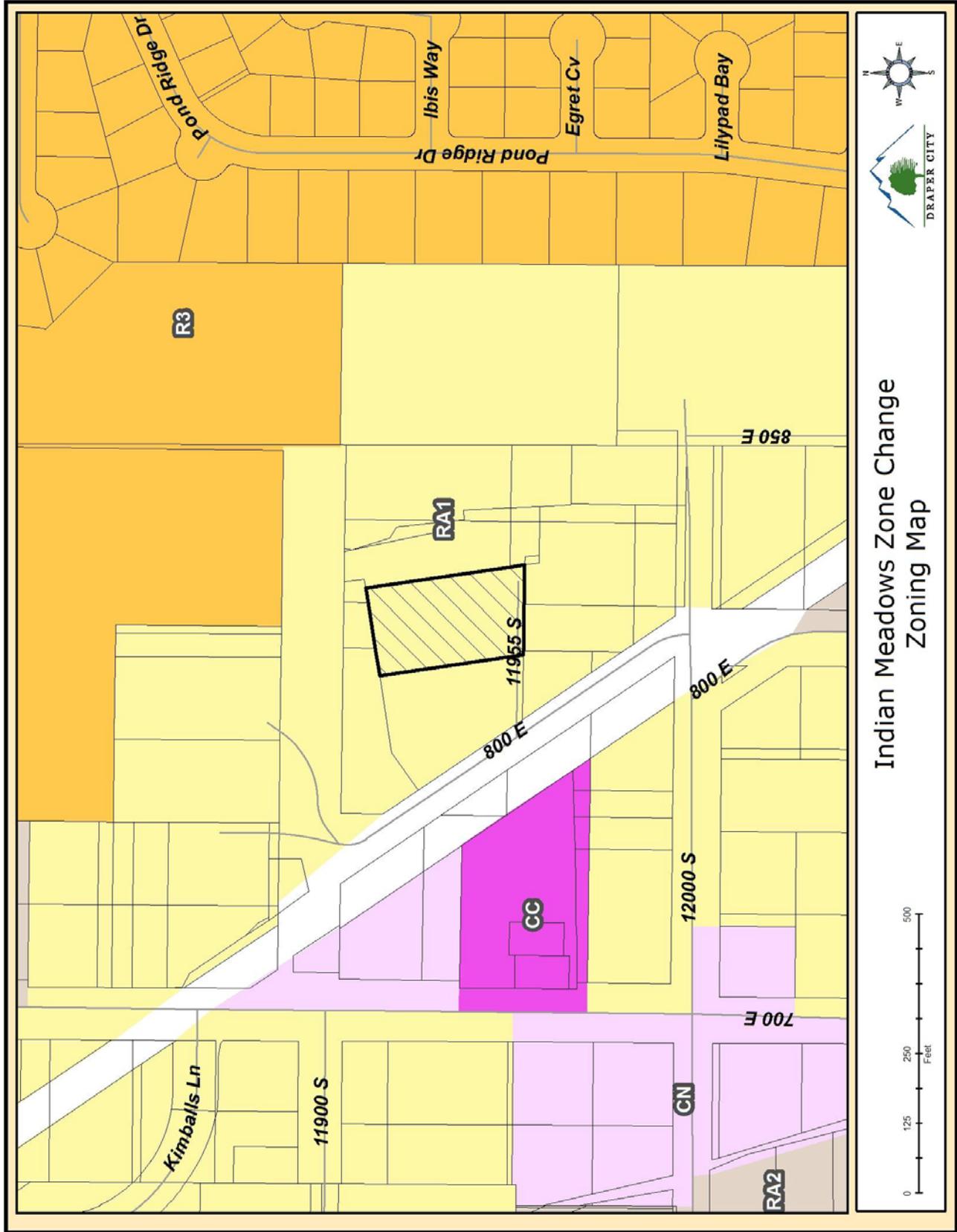


EXHIBIT E
APPLICANT QUESTIONNAIRE RESPONSE



April 16, 2014

RE: Zone District Amendment Application – 11953 S. 800 E. (Parcel # 28-29-106-015-0000)

This letter is in response to the application questions concerning the requested Zone District Amendment for the property located at 11953 S. 800 E.

1. What is the present zoning of the property?
 - a. The current zoning of the property is RA1.
2. Is the proposed zoning consistent with the current land use designation?
 - a. The proposed zone district change is to RA3. This is consistent with the current land use designation because the Draper Land Use Map shows this area to be Residential Medium Density. This land use is defined as follows:

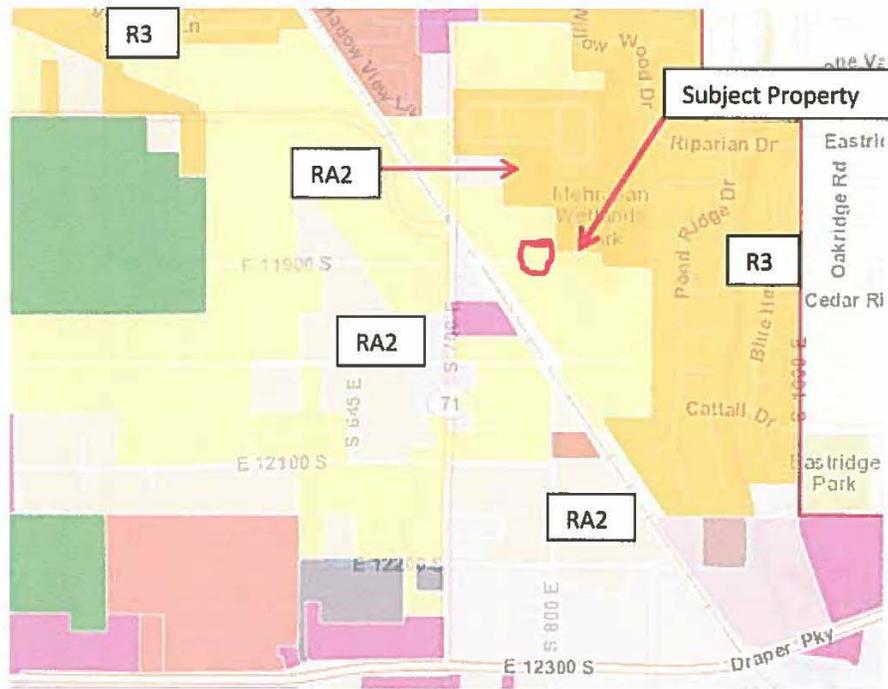
Residential Medium Density
Land Use Category: Residential Medium Density
Type of Zoning Allowed: RA2, R3, R4*
Limitation: 2 to 4 Buildings Per-Acre

Our request is to change the zone district to RA3. However, we are only requesting to allow 2 buildings per acre, the lowest density allowed in the land use designation.

3. Is the proposed zoning similar or compatible to the current zoning in the same area?
 - a. The proposed zoning of 3 single family residences per acre is consistent with surrounding uses within a short distance of the subject property. Immediately to the east of the subject property is a large area of a RA3 zone district. RA2 and RM2 zoning is found directly south of the subject property starting at 12000 South on the west site of the TRAX line. RA3 zoning is also found to the west of the subject property along 11800 South.

Please see the map below for further explanation:

EXHIBIT E
APPLICANT QUESTIONNAIRE RESPONSE



4. Is the proposed zoning suitable for the proposed site?
- Given the close proximity to various other zoning districts that allow for a higher density than 2 single family dwelling units per acre, the RA3 proposed zoning would be suitable for this site. This particular parcel does not have enough square footage to allow for 2 single family residential lots under the RA2 zone district, and therefore we are requesting the RA3 zone district. The general plan allows for this density, however we will only request to create 2 single family residential lots because of square footage restrictions. Even though the RA3 zone district is requested, each of the 2 proposed lots will be greater than 17,000 square feet. This is comparable to many similarly zoned lots found nearby.

Today's real estate market is seeing a greater desire for smaller lot sizes than in years past. There are relatively few home owners seeking ½ acre lots and larger. Today many households are looking for more manageable sized lots that allow for greater flexibility to enjoy other activities outside of their estate. As a result, lots that are smaller than ½ acre are becoming higher in demand. A response to this change in demand is becoming ever more important for municipalities and developers alike.

EXHIBIT E
APPLICANT QUESTIONNAIRE RESPONSE



Thank you for your consideration in this Zone District Amendment Application.

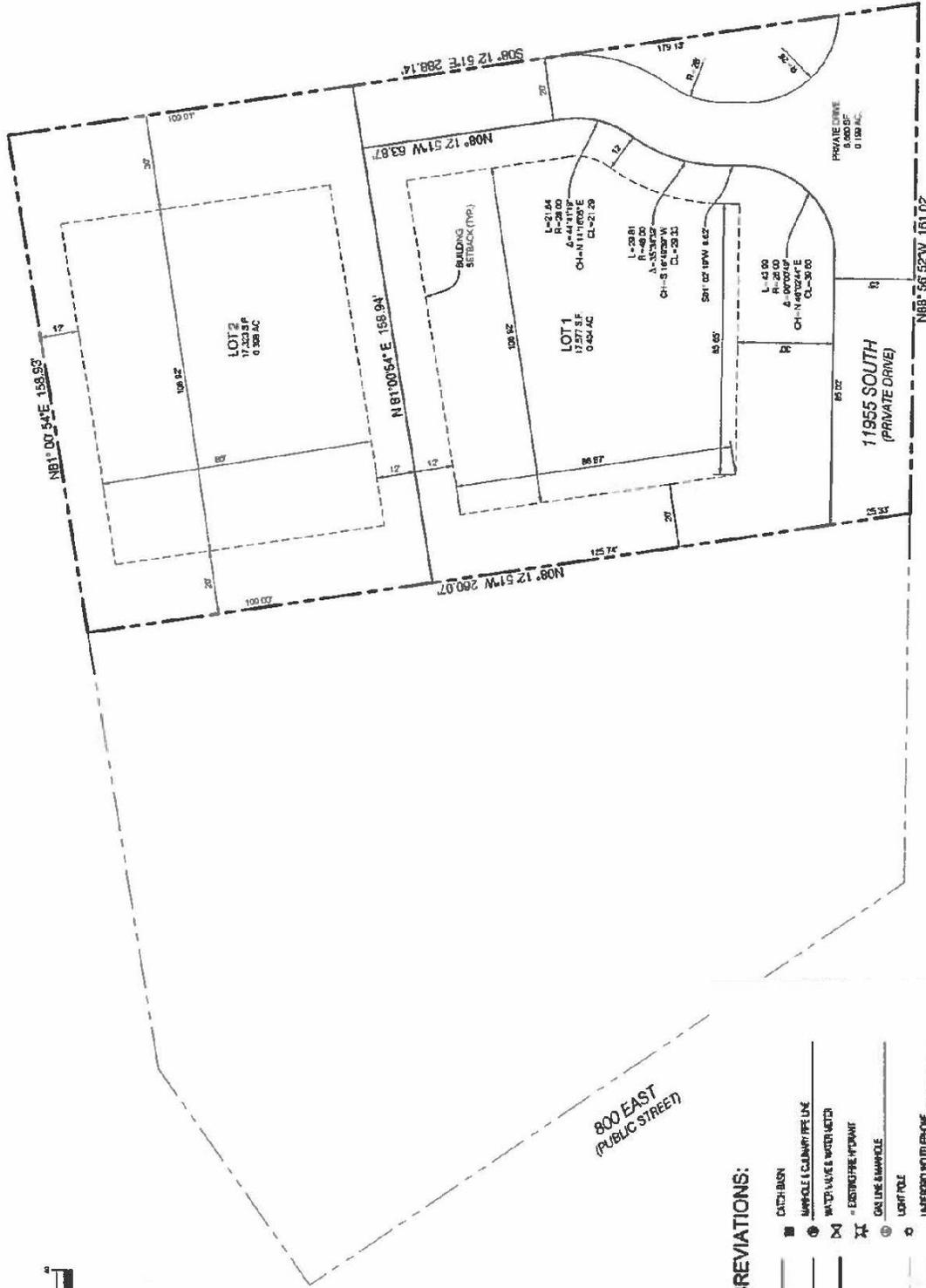
Ty Vranes
VP Homes, LLC
(801)201-7654
Ty@VPHomesUtah.com

EXHIBIT E APPLICANT QUESTIONNAIRE RESPONSE

CONCEPT PLAN
 LOCATED IN THE NORTHEAST QUARTER OF SECTION XX,
 TOWNSHIP X SOUTH, RANGE X EAST,
 SALT LAKE BASE AND MERIDIAN



GRAPHIC SCALE



LEGEND AND ABBREVIATIONS:

- | | | |
|-------------------------------|--------------------------------|------------------|
| SECTION CORNER (LISE FOUND) | CATCH BASIN | SEWER MANHOLE |
| STREET LANE FILING | MANHOLE / CULMINE PIPE LINE | EDGE OF ASPHALT |
| PROJECT LINE | WATER VALVE & WATER METER | ASPHALT DRIVE |
| FOUND IN MARKET PLACE SECTION | EXISTING FIRE HYDRANT | TOP BACK OF CURB |
| OUTCROPPING | ON LINE MANHOLE | TOP OF ASPHALT |
| ADJACENT PILE LOT LINES | LOT POLE | TOP OF DRIVE |
| CENTERLINE OF ROAD | UNDERGROUND TELEPHONE | |
| GENERAL CENTERLINE | PROPOSED UNDERGROUND TELEPHONE | |
| ROOF OF EXISTING ASPHALT | | |
| ROOF OF EXISTING DRIVE | | |
| INTERSECTING CONCRETE DRIVE | | |
| SAFETY CENTER MANHOLE & PIPE | | |
| DOWNHILL MANHOLE & PIPE | | |

Return to Agenda

ITEM #7

REQUEST FOR COUNCIL ACTION

To:	Mayor & City Council
From:	Dennis Workman
Date:	6-24-14 for 7-1-14 CC Hearing
Subject:	Sunghyun Zone Change
Applicant Presentation:	Burgess Cline
Staff Presentation:	Keith Morey, Community Development Director

BACKGROUND:

The applicant is requesting that the subject property be rezoned from RA1 to R3. The property is located on the east side of Fort Street just south of the new Walden Lane extension. Salt Lake County data shows the property to be two separate parcels, but Draper City recognizes it as a single parcel because the city's subdivision approval process was by-passed. It was represented to the current property owner at the time of purchase that the 0.3 acre piece could be sold to help offset the price of the property. The owners, who live in the home on the .07 piece, now wish to split off the .03 piece according to the city's established subdivision process, so they can sell it as a building lot and offset the cost of their home. But before they can divide the property, they need a rezone to R3.

RECOMMENDATION AND FINDINGS:

The planning staff recommended approval 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 Fort Street, which is classified as a minor collector street, lends itself to medium density residential development.

The Planning Commission recommended denial based on the following findings:

1. That the proposed amendment is inconsistent with the goals, objectives and policies of the General Plan.
2. That the proposed amendment is not harmonious with the overall character of existing development in the vicinity of the subject property.
3. That the proposed amendment may adversely affect adjacent property.

PREVIOUS LEGISLATIVE ACTION:

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

FISCAL IMPACT: Finance Review: _____

Approving this zone change would allow the property to be subdivided into two lots. One of the lots already contains a home, and the other lot would be eligible for a building permit for one single family home.

ORDINANCE NO. 1105

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF DRAPER CITY FOR APPROXIMATELY 1.0 ACRE OF PROPERTY FROM RA1 TO R3, LOCATED AT 12845 SOUTH FORT STREET WITHIN DRAPER CITY, OTHERWISE KNOWN AS THE SUNGHYUN 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 12845 S. Fort St. 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 2832177015

BEG S 1649.15 FT & W 3079.67 FT FR NE COR OF SEC 32, T 3S, R 1E, SLM; S 5-42'16" W 80.6 FT M OR L; N 88- W 153.21 FT; N 5-42'16" E 196.31 FT M OR L; S 88- E 153.21 FT; S 5-42'36" W 115.75 FT TO BEG. 0.70 AC M OR L.

Parcel 2832177016

BEG S 1649.15 FT & W 3079.67 FT & S 5-42'36" W 168.60 FT FR NE COR OF SEC 32, T 3S, R 1E, SLM; N 88- W 153.21 FT; N 5-42'36" E 88 FT M OR L; S 88- E 153.21 FT; S 5-42'36" W 88 FT M OR L TO BEG. 0.30 AC M OR L.

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

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

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

ATTEST:

DRAPER CITY

By: _____ By: _____
City Recorder Mayor



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: Sunghyun Zone Change

Application No.: 140429-12845S
Applicant: Burgess Cline
Project Location: 12845 S. Fort St.
Zoning: RA1
Acreage: 1.0 acre
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 is located on the east side of Fort Street just south of the new Walden Lane extension. The subject property is a single parcel by Draper City records, but is two separate parcels by Salt Lake County records. As is commonly the case, a former owner of the property filed a warranty deed with the county splitting the one-acre parcel in two—making a 0.7 acre piece and a 0.3 acre piece. Since the city's subdivision approval process was by-passed, the city does not recognize the property division. It was represented to the current property owner at the time of purchase that the 0.3 acre piece could be sold to help off-set the price of the property. The owners, who live in the home on the .07 piece, now wish to split off the .03 piece according to the city's established subdivision process. But before they can do that, they need a rezone to R3. The applicant's personal situation is stated here for background, but did not factor into staff's recommendation. At issue with this application is the degree to which a rezone to R3 in this area is compatible with surrounding development and the goals and objectives of the general 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 depicts the standard of review for such requests as:

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



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

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 pluses 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:

- Spot zoning is completely legal as far as the Utah State Code is concerned.
- Fort Street, which is classified as a 66 foot wide minor collector, lends itself to medium density residential development.
- 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 (13,000 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 an e-mail dated 5-7-14, Todd Hammond with the engineering division states that he has no concerns with the proposed zone change.

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 Burgess Cline, application 140429-12845S, 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 Fort Street, which is classified as a minor collector street, lends itself to medium density residential development.

MODEL MOTIONS

Sample Motion for a Positive Recommendation. “I move we forward a positive recommendation to the City Council on the Sunghyun Zone Change, as requested by Burgess Cline, application 140429-12845S, based on the findings listed in the staff report dated May 9, 2014, and as modified by the following additional findings:”

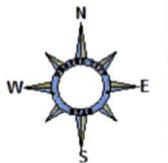
1. List any additional findings.

Sample Motion for a Negative Recommendation. “I move we forward a negative recommendation to the City Council on the Sunghyun Zone Change, as requested by Burgess Cline, application 140429-12845S, based on the following findings:”

1. List all findings.



Aerial Map for Sunghyun Zone Change



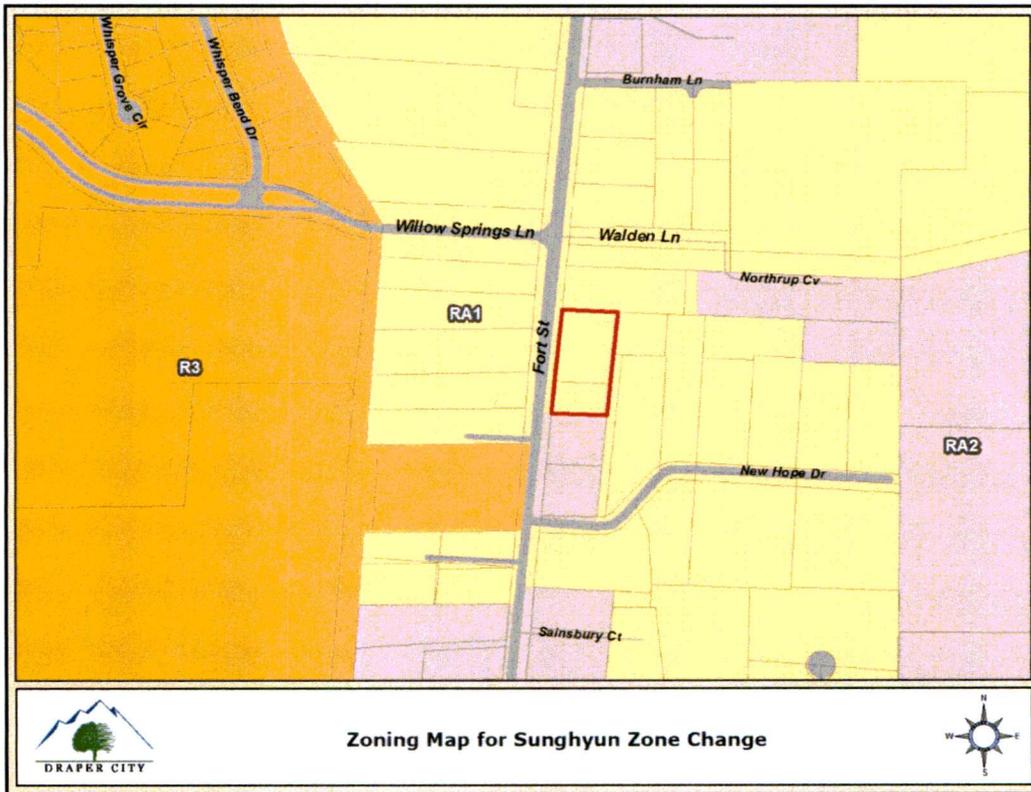
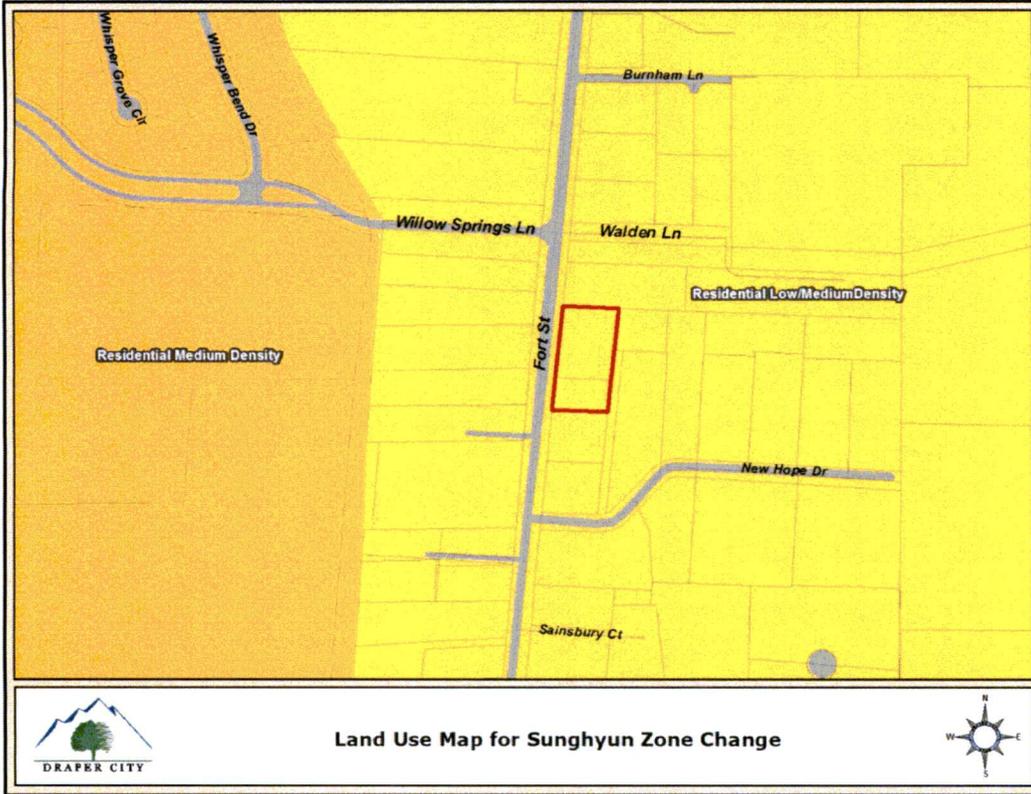
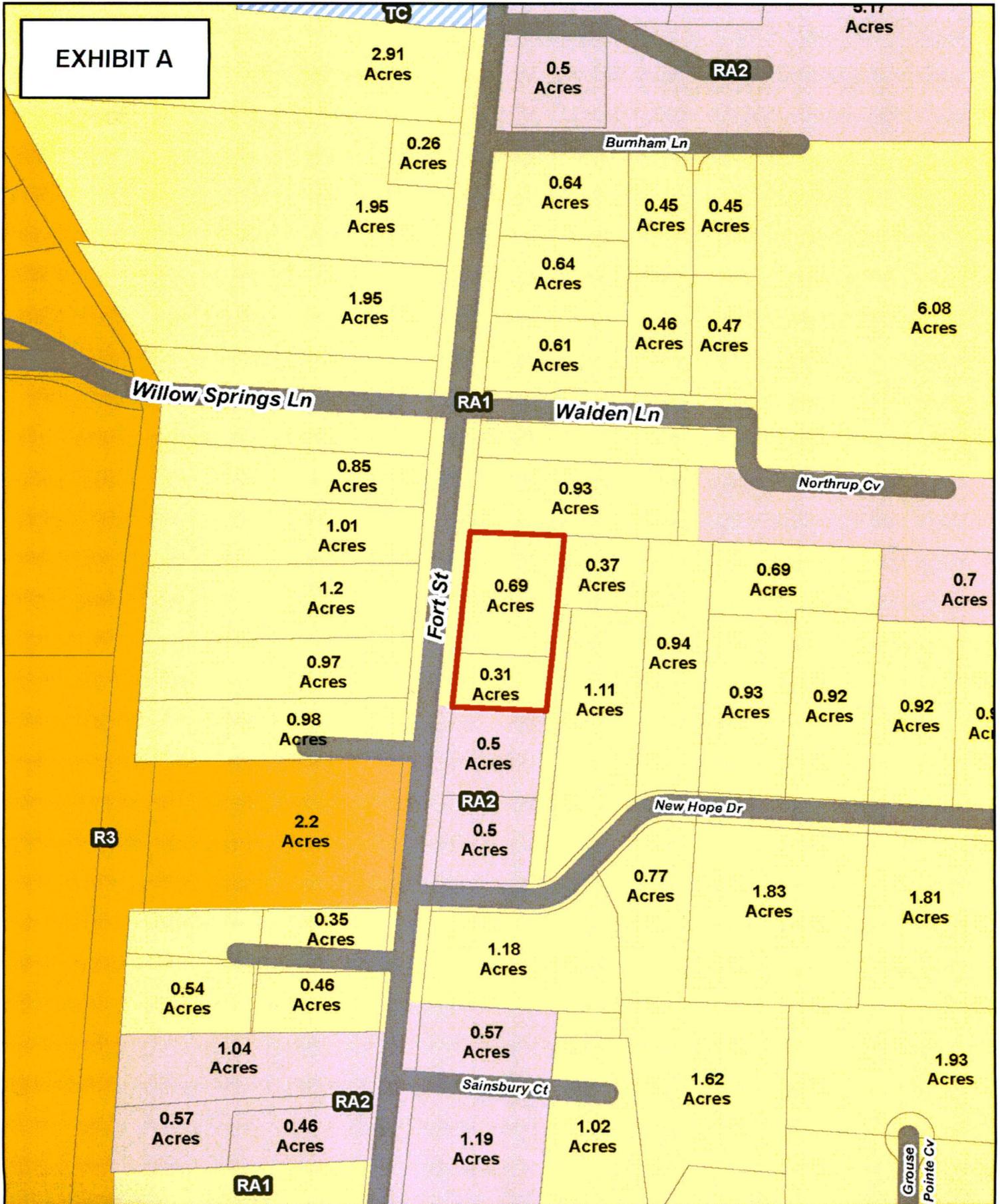
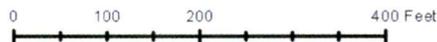


EXHIBIT A



Sunhyun Zone Change RA1 to R3
Surrounding Parcel Acreage



Date: 5/19/2014

7:55:19 PM

- 6.0 **Public Hearing: On the request of Burgess Cline for approval of a Zoning Map Amendment changing the zoning designation from RA1 (Residential Agricultural) to R3 (Residential) on 1.0 acres at 12845 S. Fort Street. The application is otherwise known as the Sunghyun Zone Change Request, Application #140429-12845S.**

7:55:50 PM

- 6.1 Commissioner Head stated that due to the nature of his relationship with the applicant he will recuse himself from acting on this application.

7:56:03 PM

- 6.2 **Staff Report:** Using the aid of a PowerPoint presentation and a staff report dated May 9, 2014, Planner Dennis Workman reviewed the details of the proposed application. He stated the applicant is requesting that the subject property be rezoned from RA1 to R3. He reviewed a map of the area and stated the property is located on the east side of Fort Street just south of the new Walden Lane extension; the subject property is a single parcel by Draper City records, but is two separate parcels by Salt Lake County records. He noted that as is commonly the case, a former owner of the property filed a warranty deed with the county splitting the one-acre parcel in two—making a 0.7 acre piece and a 0.3 acre piece, but since the City’s subdivision approval process was bypassed, the City does not recognize the property division. He stated the Planning Commission is asked to consider if R3, or third-acre, zoning is appropriate for this area of Fort Street; staff has considered the application depth and offers a positive recommendation based on the following criteria:

- Spot zoning is completely legal as far as the Utah State Code is concerned.
- Fort Street, which is classified as a 66 foot wide minor collector, lends itself to medium density residential development.
- 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 (13,000 square foot minimum lot size) is now middle-of-the-road.
- A mix of lot sizes can be healthy for a community.

7:59:48 PM

- 6.3 **Applicant Presentation:** Burgess Cline stated he is representing the property owner due to a language barrier issue. He noted he has lived on Fort Street his entire life and he still lives in Draper and is close friends with the family that owns the property. He stated he feels this application is very different from the other two zone change requests that have been denied this evening because there are at least two R3 zoned properties close proximity to the subject property. He stated in this case the smaller lot would be zoned R3 and would accommodate the construction of a nice home that would fit well into the area.

8:02:12 PM

- 6.4 Chairperson Johnson opened the public hearing.

8:02:27 PM

6.5 Alan Andrelick, 12934 Fort Street, stated that he disagrees with the applicant because he feels this is no different than the other two R3 zoning applications that have been denied tonight. He stated he feels this application is even less appropriate based on the history of the area. He stated the character of the neighborhood is changing and he does not think that all change is good; he does not think the change in the character of the neighborhood in this case is a change for the better. He noted the application and potential development is not consistent with the City's Master Plan and for that reason it should be denied. He asked if the proposed development is based on finances and generating more money by increasing density or if the focus should instead be on quality of life. He stated Draper is a great community and would prefer that the Planning Commission focus on quality of life. He stated large animal rights have been discussed and he asked what the City has done to satisfy or address the needs of the horse owners in the City. He also addressed traffic and the impact more houses would have on the traffic issues in the area. He reiterated that based on the history of the area the application should be denied; there are many older homes on Fort Street and they should be showcased and development should be done in a manner that would help the homes stand out rather than hide them.

8:05:52 PM

6.6 Sterling Farr stated he lives on New Hope Drive in the Fort Street area and he would summarize his comments by stating that if the Planning Commission feels 1300 East is a historic area of Draper, Fort Street would have to be considered the historic area of Draper; it concerns him greatly that consideration is being given to building a small home on a very small lot directly south of one of the historic homes. He noted that if the zoning is changed to R3 and the property is subdivided, the owner could potentially build three homes on the property and that will not look right and would adversely affect the property values of the surrounding homes. He noted he objects to the application and strongly recommends the Planning Commission deny it.

8:07:07 PM

6.7 Kevin Childs, 955 E. New Hope Drive, stated he feels it is a bad idea to set a precedent by approving a smaller lot and smaller home; there are not many places in valley like Fort Street and no places in Draper like it and the residents there are very much interested in preserving the character of the area.

8:08:03 PM

6.8 Melissa Prince, 12934 Fort Street, stated one of the things that attracted her to move to Draper is that it is a community that values its heritage; in considering recent projects that has been proven and she supports them. She noted, however, that there are homes on Fort Street that are in use and have their own heritage and she can think of up to 10 historic homes in the vicinity of this property. She stated maintaining the low rural density of the area is a big part of preserving that character. She stated allowing one resident to change their zone to R3 will open the door for additional applications and approving such applications would lower the barrier against granting such a variance. She stated higher densities lead to higher traffic levels and potentially the need to widen

Fort Street, which will eliminate the rural feel of the road. She concluded there is the issue of property rights of the existing owners to maintain their quality of life that comes with having low density zoning and historical character surrounding them. She encouraged the Planning Commission to deny the application.

8:10:01 PM

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

8:10:27 PM

6.10 Mr. Cline stated that the applicant also understands and appreciates the historic nature of Fort Street, but there are many new homes on the street and a precedent regarding the R3 zoning has already been set on a parcel of property 2.2 acres in size that is just a stone's throw from the subject property. He stated this application is for one lot and the construction of a single home. He reiterated the County recognizes the property as two parcels and he wondered if there is a way to assign the R3 zoning to the smaller parcel which would alleviate the concerns regarding the other larger parcel being sold to another owner that could subdivide it for more lots.

8:11:18 PM

6.11 Commissioner Hawker asked how the 0.37 acre lot that is directly east of the subject property is accessed. Mr. Workman stated it is accessed by New Hope Drive. A resident noted that the 0.37 acre, 0.11 acre, and the long narrow strip that appears to be the access to the property are all owned by he and his wife and they are one property that total 1.97 acres; there is just one home on the property.

8:13:28 PM

6.12 Commissioner McDonald asked if there is a feasible way to prevent the .69 acres to the north from being zoned R3 and subdivided further. Mr. Workman stated he does not believe that would happen because the existing home on the property is very nice; however, if the R3 zoning were applied to the entire property it would be possible for the property to change hands and for a new owner to subdivide and get three lots out of the property. He stated the entire property is one parcel and has not been subdivided though the County records reflect otherwise.

8:15:12 PM

6.13 The Planning Commission took a brief recess.

8:19:01 PM

6.14 The meeting reconvened; Chairman Johnson noted she was approached during the meeting by a member of the public requesting to make additional comments and she asked the Commission if they were comfortable re-opening the public hearing. The Commission agreed to re-open the public hearing.

8:19:15 PM

6.15 Alan Andrelsick stated the more he has thought about the application he feels that he does not want to prevent a property owner from selling their property to make a profit, but he would like it to be done in a constructive way. He stated he still does not feel it is appropriate to construct a home on the small parcel in question, but he does feel it would be appropriate for the City to purchase the property to use as a community garden or community gathering place; that would satisfy everyone and make all the residents happy. Chairperson Johnson suggested that would be a recommendation for the City Council.

8:21:16 PM

6.16 Chairperson Johnson closed the public hearing.

8:21:25 PM

6.17 Commissioner Hawker asked if it would be possible to divide the subject property in a way that two half-acre parcels could be made. Mr. Workman stated the setback requirements would not allow that type of division; the existing home is 12-feet from the property line.

8:22:11 PM

6.18 Mr. Morey stated comments have been made by the public this evening that indicate they feel the City is initiating the R3 zoning applications to increase property tax revenues; he reminded the Planning Commission and public that all of these applications have been initiated by residents in the community that desire to do something different with their property.

8:23:23 PM

6.19 Commissioner Hawker stated he has a different perspective about this application than the other two that were denied tonight; the other two were developments and would include a harmonious group of homes. He stated this is unique in that it would only allow one home to be built and considering the historic nature of the area a new home would have a negative impact on the neighborhood.

8:24:33 PM

6.20 **Motion:** Commissioner Hawker moved to forward a negative recommendation to the City Council on the Sunghyun Zone Change, as requested by Burgess Cline, application 140429-12845S, based on the following findings. Commissioner Gundersen seconded the motion.

Findings:

1. That the proposed amendment is inconsistent with the goals, objectives and policies of the City's General Plan.
2. That the proposed zone change is not harmonious with the overall character of existing development in the vicinity of the subject property.

Findings continued to the next page.

Findings Continued:

3. That the proposed amendment could adversely affect adjacent property or the character of the neighborhood.

8:25:32 PM

6.21 Commissioner Gundersen stated one resident mentioned that Fort Street is the historic area of the City and she agreed with that and she feels the City should preserve it. She stated the individual that is representing the applicant did a great job in pointing out that there are areas near the subject property that are zoned R3 and the door has been opened to permit this type of action; for that reason she would like to focus on preserving the historic nature of the area. Commissioner Hawker agreed there are many historic homes on Fort Street and he agrees with preserving that character. He stated the Planning Commission has approved downzoning from one-acre to half-acre lot sizes, but he does not believe it would be appropriate to downzone from one-acre to third-acre lot sizes.

8:26:42 PM

6.22 Commissioner McDonald stated he is sympathetic to the property owner, but he worries about opening the door to allow smaller lot sizes in an area that has historically been made up of larger lots. He stated he wants to be consistent in maintaining the character of the area.

8:27:15 PM

6.23 Commissioner Player stated he does not believe constructing one house on this small property would not make any difference in the overall plan and feel of Fort Street; a third-acre is a nice size and would accommodate a nice home and not all of Fort Street is historic in nature.

8:27:45 PM

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

Return to Agenda

ITEM #8

REQUEST FOR COUNCIL ACTION

To:	<u>Mayor & City Council</u>
From:	<u>Dennis Workman</u>
Date:	<u>6-24-14 for 7-1-14 CC Hearing</u>
Subject:	<u>Deer Run Preserve Zone Change</u>
Applicant Presentation:	<u>Ryan Button</u>
Staff Presentation:	<u>Keith Morey, Community Development Director</u>

RECOMMENDATION:

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

BACKGROUND AND FINDINGS

The applicant is requesting that the subject property be rezoned from A5 to RM1. The rezone to RM1 is linked to a development agreement that requires 50 of the 84 units to be single-family dwellings. The Planning Commission 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 facilities intended to serve this property are in place within the fronting roadway.
6. That the proposed zone change is harmonious with the overall character of existing development in the vicinity of the subject property.
7. That the proposed amendment would not adversely affect adjacent property or the character of the neighborhood.
8. That all vehicular traffic associated with the project will flow from or to Highland Drive, which is an arterial street capable of handling the increased volume.
9. That the master plan contemplated this area to be the city's town center, with city hall and a library and other civic amenities, which would have brought sufficient traffic to the area to support commercial. The vision of this area being a civic center has long since died.

PREVIOUS LEGISLATIVE ACTION:

June 12, 2014: Planning Commission reviewed and recommended approval of the zone change and the development agreement.

FISCAL IMPACT: Finance Review: _____

- Approving the zone change and development agreement would allow the 18 acres to be developed into 50 single-family homes and 34 multi-family units.

SUPPORTING DOCUMENTS:

- Ordinance 1111
- Development Agreement Proposal
- Staff Report to Planning Commission with maps
- Minutes from Planning Commission hearing of June 12, 2014

ORDINANCE NO. 1111

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF DRAPER CITY FOR APPROXIMATELY 18 ACRES OF PROPERTY FROM A5 TO RM1, LOCATED AT 962 EAST ROUNDHOUSE ROAD WITHIN DRAPER CITY, OTHERWISE KNOWN AS THE DEER RUN PRESERVE ZONE CHANGE. THE ZONE CHANGE IS LINKED TO A DEVELOPMENT AGREEMENT.

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

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

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

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

Section 1. Zoning Map Amendment. The following described real property located at approximately 962 E. Roundhouse Road within Draper City, Salt Lake County, State of Utah, previously zoned A5 as shown on the Draper City zone district map, is hereby rezoned to RM1:

Parcel 1 (34-05-376-010)

Lot 419 of South Mountain Phase 2F Amended Subdivision, according to the official plat thereof, on file and of record in the Office of the Salt Lake County Recorder.
Contains 4.84 Acres

Parcel 2 (34-05-384-001)

Lot 418 of South Mountain Phase 2F Amended Subdivision, according to the official plat thereof, on file and of record in the Office of the Salt Lake County Recorder.
Contains 2.40 Acres

Parcel 3 (34-05-384-003)

Lot 730 of South Mountain Phase 2F Amended Subdivision, according to the official plat thereof, on file and of record in the Office of the Salt Lake County Recorder.
Contains 1.95 Acres

Parcel 4 (34-05-384-002)

Lot 729 of South Mountain Phase 2F Amended Subdivision, according to the official plat thereof, on file and of record in the Office of the Salt Lake County Recorder.
Contains 2.40 Acres

Parcel 5 (34-05-377-007)

Lot 3 of South Mountain Phase 1 Subdivision Amended Commercial Lot D, according to the official plat thereof, on file and of record in the Office of the Salt Lake County Recorder.
Contains 1.71 Acres

Parcel 6 (34-05-377-006)

Lot 2 of South Mountain Phase 1 Subdivision Amended Commercial Lot D, according to the official plat thereof, on file and of record in the Office of the Salt Lake County Recorder.

Contains 1.13 Acres

Parcel 7 (34-05-406-003)

Lot 1 of South Mountain Phase 1 Subdivision Amended Commercial Lot D, according to the official plat thereof, on file and of record in the Office of the Salt Lake County Recorder.

Contains 2.34 Acres

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

ATTEST:

DRAPER CITY

By: _____

City Recorder

By: _____

Mayor

Key Points of Development Agreement

- Property will be residential only, consisting of 50 single family units and 34 multi-family units.
- Density of 5.1 units per acre, with underlying zoning of RM1.
- Minimum lot area for single family dwellings will be 5,100 square feet, with an average lot area for single-family dwellings of 8,000 square feet.
- Setbacks will be: 20 feet to garage, 12 feet to porch, ten foot rear yard, five foot side yard, 15 foot side yard for corner lots.
- Developer will provide a publicly dedicated park and trails for the use and enjoyment of all Draper residents.
- Developer will install park and trail infrastructure, including landscaping and play equipment.
- Deer Run Preserve HOA will provide ongoing maintenance of all landscaping within park and trail areas.
- City will provide ongoing maintenance of park equipment and trails.
- Developer will consolidate existing storm drain detention ponds into two ponds and ensure they meet city standard.
- City will assume the ongoing maintenance of the storm drain ponds.
- Developer will choose types and locations of structures to preserve existing views as much as possible.
- Open space will exceed 30% requirement, and all open space will be accessible to the public.
- Trails, walkways, and trail connections will be accessible to the public.

When Recorded, Return to:

Affecting Tax Parcel No's.: 34-05-376-010, 34-05-384-001, 34-05-384-003, 34-05-384-002, 34-05-377-007,
34-05-377-006, 34-05-406-003

DEVELOPMENT AGREEMENT

[Old Town Center Property - 950 East Highland Drive]

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into as of this ____ day of _____, 2014, by and between DRAPER HIGHLAND, LLC, a Utah limited liability company (the "Developer"), and DRAPER CITY, a municipal corporation of the State of Utah (the "City").

RECITALS

- A. Developer owns that certain real property located at approximately 950 East Highland Drive, Draper, Utah (the "Property"). The Property consists of approximately 17 acres of land as more particularly described on Exhibit A attached hereto, and by this reference made a part hereof.
- B. The Property is currently zoned A5, subject to the zoning requirements and restrictions described in Chapter 9-9 of the Draper City Municipal Code. Developer cannot develop the Property for its intended use as a 50-lot, single-family residential subdivision, and a 34-lot, townhome subdivision (the "Proposed Development") under the A5 Zone. Therefore, prior to seeking approval for the Proposed Development, Developer is required to petition the City for a zone change of the Property.
- C. In May of this year, Developer filed a Zone District Application (the "Application") with the City requesting a zone change on the Property from the A5 Zone to the RM1 Zone. The Application is currently under review by the City.

- D. In order to address public concerns brought to Developer's attention pertaining to permitted uses in the RM1 Zone, Developer desires to address and resolve such concerns by entering into this Agreement in conjunction with the City's review and approval of the Application and the Proposed Development.
- E. The City, acting pursuant to its authority under Utah Code Annotated 10-9a-101 et seq., and its land use policies, ordinances and regulations has made certain determinations with respect to the Property, the Application and the Proposed Development and, in the exercise of its legislative discretion, has elected to approve this Agreement.

TERMS AND CONDITIONS

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

1. **Incorporation of Recitals.** The recitals are hereby incorporated as part of this Agreement.
2. **Direct and Tangible Benefits to City.**
 - a. **Density.** Notwithstanding the maximum dwelling unit density per acre in the RM1 Zone of 8 dwelling units per acre, Developer agrees, and the City concurs, that the Proposed Development shall consist of no more than 6 dwelling units per acre. The reduction in density in the Proposed Development (referenced in Section 2 above), will provide a buffer between the multi-family housing to the east, south, and west of the Proposed Development and the single family homes along Highland Drive. Both the density reduction and the housing products have garnered the support of the neighboring landowners.
 - b. **Minimum Lot Area.** The RM1 Zone requires a minimum lot area of 6,000 square feet. To develop for the City and surrounding property owners an aesthetically pleasing neighborhood design and layout with the proposed housing products, some of the lots in the Proposed Development will be less than 6,000 square feet.

However, as set forth in the concept plan attached hereto as Exhibit B, Developer and the City agree that the minimum lot area for each single family dwelling unit shall be no less than 5,100 square feet. The average lot area within the single-family lots is 8,000 square feet.

- c. **Setback Standards.** To further ensure the City uniformity with surrounding development, pursuant to Chapter 9-10 of the Draper City Municipal Code, the rear, front and side yard setback standards under the RM1 Zone are to be determined at the time of site plan approval. In an effort to address this issue at the outset of the City's review of the Proposed Development, the City acknowledges that Developer will implement the following minimum setback standards in the Proposed Development: front—20 feet to garage, 12 feet to porch; rear yard—10 feet; side yard—5 feet; and side yard (corner lot)—15 feet. The aforementioned set back standards are depicted on the concept plan attached hereto as Exhibit B.
- d. **City Park and Trails.** Developer acknowledges the requirement of the RM1 zone to provide a minimum of 30% open space and certain private amenities for the use and enjoyment of the residents within its HOA. At the request of the surrounding neighborhood, Developer agrees to exceed the open space requirement of the RM1 zone and provide a publicly dedicated park and trails for the use and enjoyment of all Draper City residents. Developer agrees to install park and trail infrastructure including landscaping, irrigation system, and play equipment. The Deer Run Preserve HOA shall provide the ongoing maintenance of landscaping within the park and trail areas and shall bear all associated utility costs. City agrees to accept dedication of the park and trails and their improvements and to provide ongoing maintenance of park equipment and trails. The park and trails are identified on Exhibit B and attached hereto.
- e. **Storm Drainage.** Three separate storm drain detention ponds currently exist on the subject property for the purposes of detaining regional storm water from around the proposed development. Developer agrees to consolidate the three ponds down to two

ponds and modify said ponds to bring them up to City standard to safely and effectively serve their purpose. Developer agrees to dedicate the storm drain detention ponds to City. City agrees to assume the ongoing maintenance of ponds. The aforementioned ponds are identified on the attached Exhibit C.

3. **Compliance with City Design and Construction Standards.** Developer acknowledges and agrees that nothing in this Agreement shall be deemed to relieve it from the obligation to otherwise comply with all applicable laws and requirements of the City necessary for the development of the Property.
4. **Reserved Legislative Powers.** Nothing in the Agreement shall limit the future exercise of the police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space and related land-use plans, policies, ordinances and regulations after the date of this Agreement, provided that the adoption and exercise of such power shall not restrict Developer's vested rights to develop the Property as provided herein.
5. **Agreement to Run with the Land.** This Agreement shall be recorded in the Office of the Salt Lake County Recorder, shall be deemed to run with the Property, shall encumber the same, and shall be binding on and inure to the benefit of all successors and assigns of Developer in the ownership or development of any portion of the Property.
6. **Assignment.** Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning also the responsibilities arising hereunder. This restriction on assignment is not intended to prohibit or impede the assignment, sale or transfer of the Property, or any portion thereof, by Developer.
7. **No Joint Venture, Partnership or Third Party Rights.** This Agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties hereto nor any rights or benefits to third parties, except as expressly provided herein.
8. **Notices.** Any notices, requests, or demands required or desired to be given hereunder shall be in writing and should be delivered personally to the party for who intended, or, if mailed by certified mail, return receipt requested, postage prepaid to the parties as follows:

Developer: Draper Highland, LLC
Attn: Ryan Button
6150 South Redwood Road Ste. 150
Taylorsville, Utah 84123

City: Draper City
Attn: City Manager
1020 E. Pioneer Road
Draper, Utah 84020

9. **Counterparts; Electronic Signatures.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same document and agreement. A copy or electronic transmission of any part of this Agreement, including the signature page, shall have the same force and effect as an original.
10. **Governing Law.** To the fullest extent possible, this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Utah, without regard to any conflicts of law issues.
11. **Entire Agreement.** This Amendment contains the entire understanding of the City and Developer and supersedes all prior understandings relating to the subject matter set forth herein and may only be modified by a subsequent writing duly executed and approved by the parties hereto.

[Signatures on following page.]

IN WITNESS WHEREOF, this Agreement is executed as of the date first written above.

Developer:

DRAPER HIGHLAND, LLC,
a Utah limited liability company

By: _____

Name: Ryan Button

Its: Manager

STATE OF UTAH)

: ss.

COUNTY OF SALT LAKE)

On this ____ day of _____, 2014, personally appeared before me _____, known or satisfactorily proved to me to be the person who signed the foregoing instrument, and acknowledged to me that he/she is the _____ of Draper Highland, LLC, a Utah limited liability company, and acknowledged to me that said limited liability company executed the same.

Notary Public

City:

DRAPER CITY

By _____

Troy K. Walker, Mayor

Attest and Countersign:

Dated:

City Recorder

STATE OF UTAH)

: ss.

COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by Troy K. Walker, Mayor.

Notary Public

Exhibit A

Parcel 1 (34-05-376-010)

Lot 419 of South Mountain Phase 2F Amended Subdivision, according to the official plat thereof, on file and of record in the Office of the Salt Lake County Recorder.

Contains 4.84 Acres

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Lot 418 of South Mountain Phase 2F Amended Subdivision, according to the official plat thereof, on file and of record in the Office of the Salt Lake County Recorder.

Contains 2.40 Acres

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Lot 730 of South Mountain Phase 2F Amended Subdivision, according to the official plat thereof, on file and of record in the Office of the Salt Lake County Recorder.

Contains 1.95 Acres

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Contains 1.13 Acres

Parcel 7 (34-05-406-003)

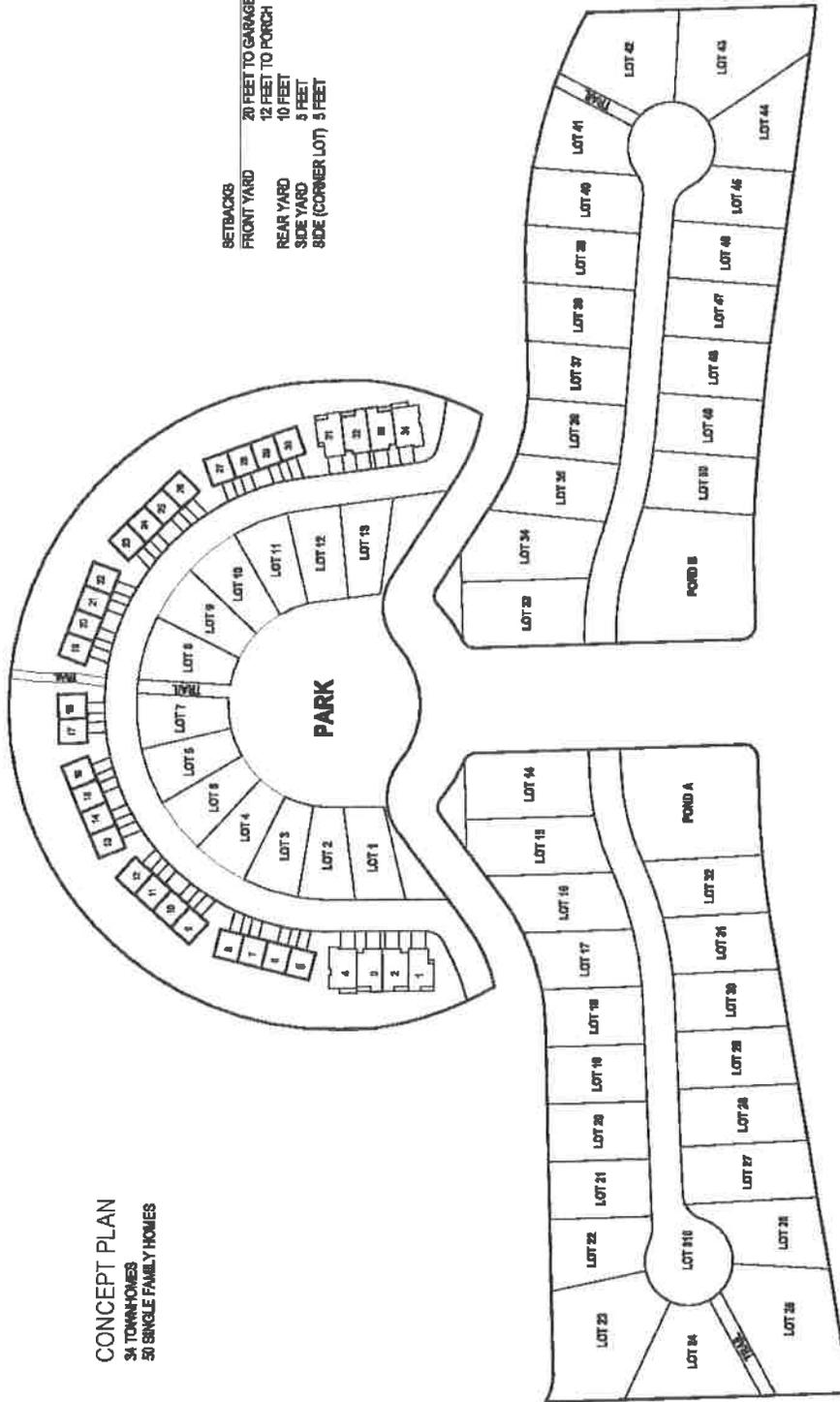
Lot 1 of South Mountain Phase 1 Subdivision Amended Commercial Lot D, according to the official plat thereof, on file and of record in the Office of the Salt Lake County Recorder.

Contains 2.34 Acres

EXHIBIT B

CONCEPT PLAN
 34 TOWNHOMES
 50 SINGLE FAMILY HOMES

SETBACKS
 FRONT YARD 20 FEET TO GARAGE
 REAR YARD 12 FEET TO PORCH
 SIDE YARD 10 FEET
 SIDE (CORNER LOT) 5 FEET





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

STAFF REPORT
May 30, 2014

To: Planning Commission
Business Date: June 12, 2014

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

Re: **Deer Run Preserve Zone Change**
Application No.: 140519-962E
Applicant: Ryan Button
Project Location: 962 E. Roundhouse Rd.
Zoning: A5
Acreage: 18.3 acres
Request: To rezone the property from A5 to RM1 with a Development Agreement

BACKGROUND

The applicant is requesting that the subject property be rezoned from A5 to RM1. The rezone to RM1 will be linked to a development agreement, which will be reviewed by the City Council concurrent with this zone change request. The development agreement will propose a residential project consisting of 36 single-family homes near Highland Drive, 17 single-family homes on the interior of the circle, and nine multi-story four-plexes on the exterior of the circle. No commercial is being contemplated for the 18-acre site, in spite of its Neighborhood Commercial land use designation. The Planning Commission's role is to consider the plusses and minuses of RM1 zoning (up to eight residential units per acre) being applied to this part of South Mountain, and to forward a recommendation to the City Council.

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 Neighborhood Commercial land use for the subject property. Prior to the expiration of the South Mountain Development Agreement, the property was zoned C-2, or medium intensity commercial, as contemplated in the General Plan. However, the General Plan's vision of this area becoming a civic center that would include a city hall and a library and which would support commercial activity is obviously out of step with how Draper has developed and should not weigh heavily in consideration of the zone change.

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

- All vehicular traffic associated with the project will flow from or to Highland Drive, which is an arterial street capable of handling the increased volume.
- Highland Drive does not have sufficient traffic count in this area to support commercial.
- The master plan contemplated this area to be the city's town center, with city hall and a library and other civic amenities, which would have brought sufficient traffic to the area to support commercial. The vision of this area being a civic center has long since died.
- In two neighborhood meetings held in anticipation of this development, area residents expressed the following sentiments: 1) they do not want traffic, lights, and early morning deliveries associated with commercial, 2) they do not like the idea of losing control over the type of commercial, 3) with the commercial development at Bangertter Crossing in close proximity (which did not exist at the time the master plan was adopted), they no longer feel the need to have their own commercial node.
- If a TRAX station was going in across the street, commercial would be more viable, but it could go in anywhere along Highland Drive and perhaps not for many years.
- The city should seize the opportunity to permit responsible development on this unsightly and long-vacant piece of ground.

Engineering Review. In a memo dated May 22, 2014, Troy Wolverton 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-High Density having an accompanying zone district of RM1. The requested RM1 zoning is a zone classification representing Medium to High Density (8 dwelling units per acre) and is inconsistent with the Neighborhood Commercial 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 Highland Drive on the north; and residential properties to the south, east, 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.

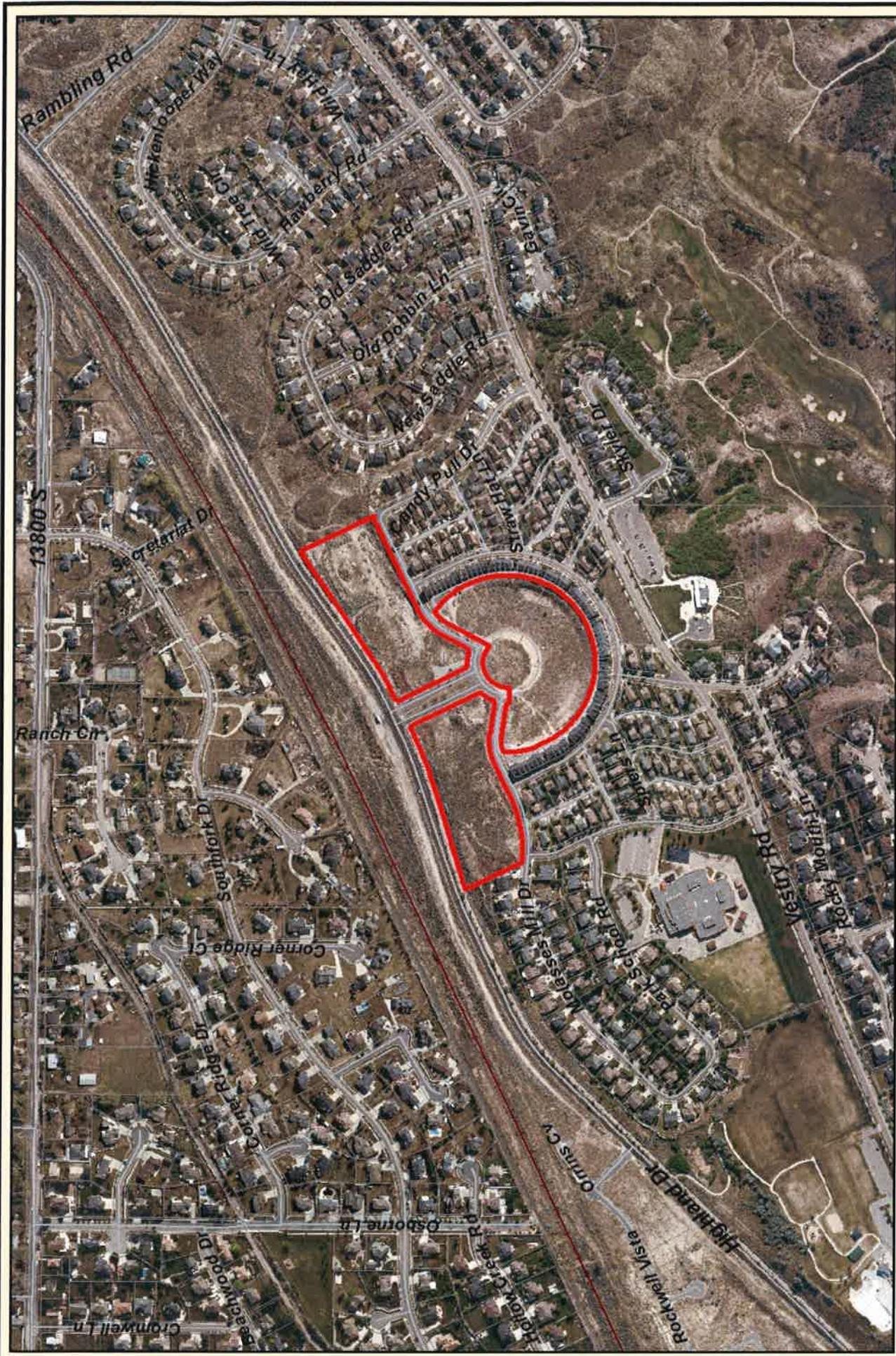
Unified Fire Authority Review. Don Buckley with the Unified Fire Authority has no comment at this stage of development.

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

STAFF RECOMMENDATION

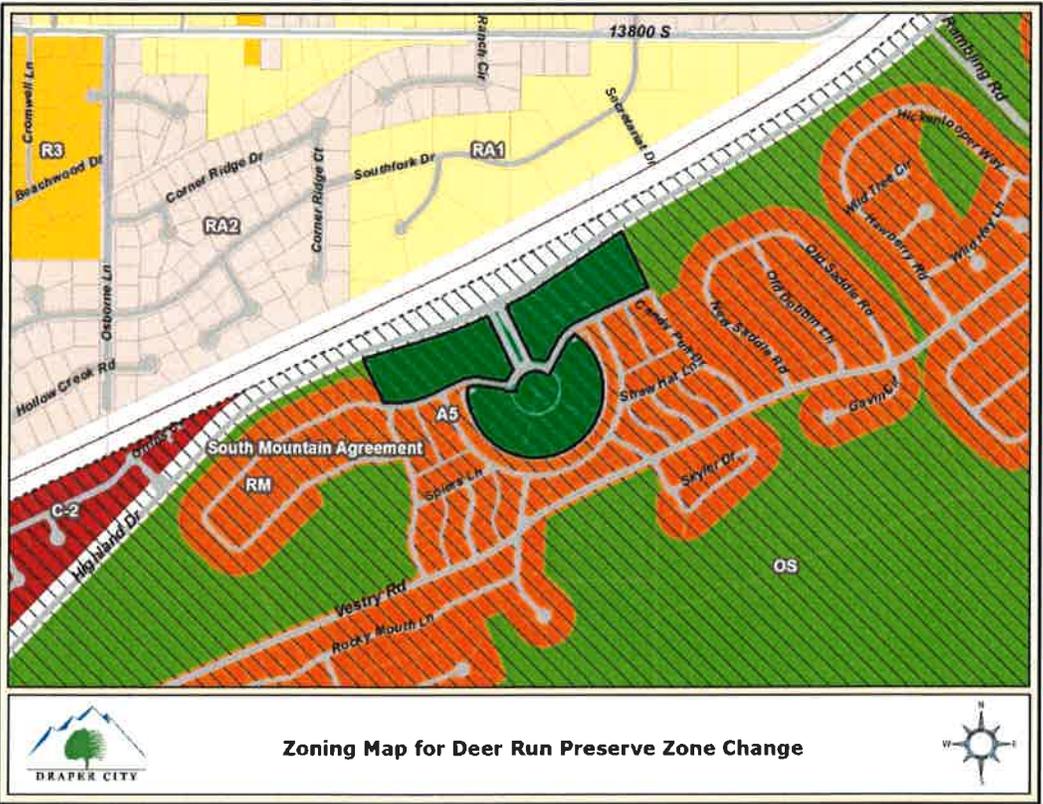
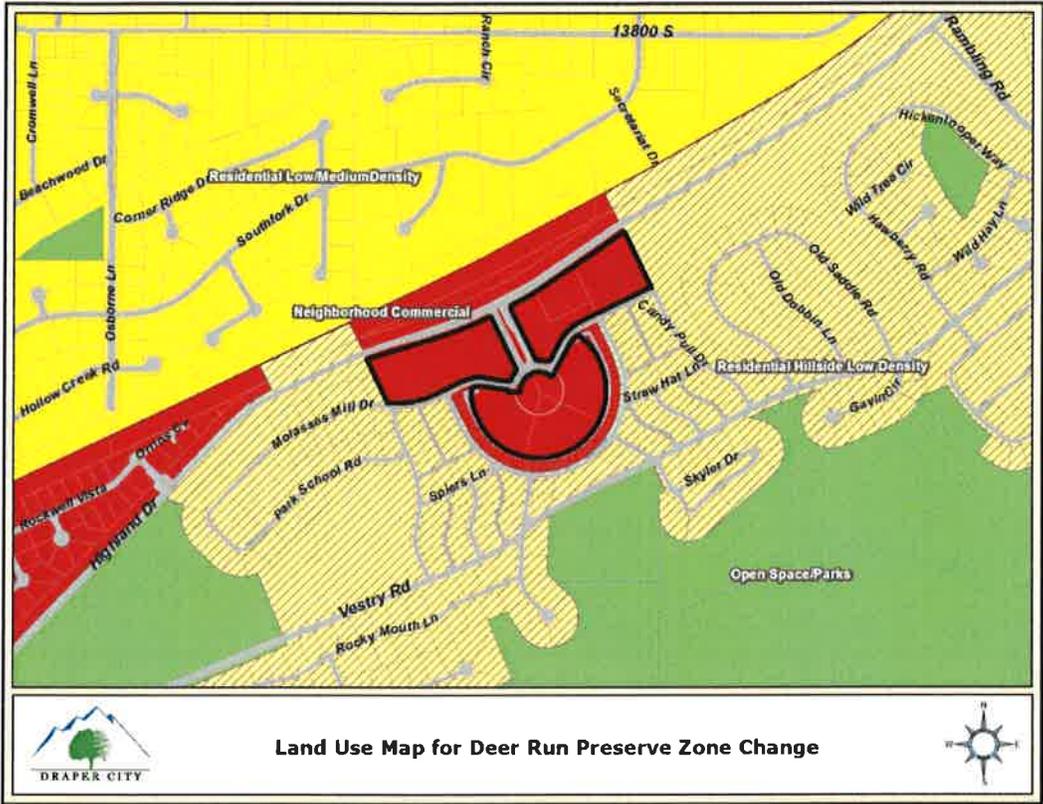
Staff recommends approval of the zone change request by Ryan Button, application 140519-962E, based on the following findings:

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 facilities intended to serve this property are in place within the fronting roadway.
6. That the proposed zone change is harmonious with the overall character of existing development in the vicinity of the subject property.
7. That the proposed amendment would not adversely affect adjacent property or the character of the neighborhood.
8. That all vehicular traffic associated with the project will flow from or to Highland Drive, which is an arterial street capable of handling the increased volume.



Aerial Map for Deer Run Preserve Zone Change





Return to Agenda

ITEM #9

REQUEST FOR COUNCIL ACTION

To:	Mayor & City Council
From:	Jennifer Jastremsky, AICP, Planner II
Date:	June 24, 2014
Subject:	Anderson and Goff Mortuary Zone Change
Applicant Presentation:	Chad Anderson, representing Goff Mortuary
Staff Presentation:	Jennifer Jastremsky

RECOMMENDATION:

To approve the request for the Anderson and Goff Mortuary Zone Change, as unanimously recommended by the Planning Commission, as per the staff report dated May 30, 2014, and as reflected in Ordinance #1114, including its Exhibit "A".

This application is a request for approval of a Zone Change for approximately 1.7 acres located at approximately 11859 South 700 East. The properties are currently zoned RA1 (Residential Agricultural, 40,000 square foot lot minimum). The applicant is requesting that a Zone Change be approved to rezone the property to the CC (Community Commercial) zone. If successful, it is the intent of the applicant to develop the property as a Goff Mortuary.

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

The 700 East corridor is classified as an arterial road. While it currently has a right-of-way width of 94-feet in front of the subject properties, UDOT has plans to eventually widen 700 East from 11400 South to 12300 South. It is anticipated that the road will match the 110-foot width found north of 11400 South. This road is considered one of the primary regional transportation routes within Draper City. Because of the high traffic levels and expected width of the road, residential uses are not recommended along the corridor. The 2003 General Plan anticipates the 700 East corridor to redevelop with neighborhood and community commercial uses.

Given the number of property owners along 700 East, redevelopment will realistically take place on a piecemeal basis rather than the rezoning and redevelopment of substantial tracks of land at one time. Given this fact, there is room for adverse affects on those residential uses which may remain until a future date when those properties also redevelop. Any actual development of the subject site would require landscape buffers adjacent to all residential uses in order to mitigate impact on adjacent properties.

BACKGROUND AND FINDINGS:

This recommendation is based on the following findings:

1. The proposed development plans meet the intent, goals, and objectives of the Draper City General Plan.
 - a. Encourage the development of Community Commercial uses along the I-15 Freeway, 123rd South, Bangerter Highway, State Street and 700 East corridors.
 - b. Promote and maintain balanced commercial activity that is viable and responsive to the needs of the community.
2. The proposed development plans meet the requirements and provisions of the Draper City Municipal Code.

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

PREVIOUS LEGISLATIVE ACTION: None

FISCAL IMPACT: Finance Review: _____

- None

SUPPORTING DOCUMENTS:

- Ordinance #1114 with Exhibits
- Staff Report with Supporting Documentation
- Zoning, Land Use & Aerial Maps
- Planning Commission Minutes – June 12, 2014 (if available)

ORDINANCE NO. 1114

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF DRAPER CITY FOR APPROXIMATELY 1.7 ACRES OF PROPERTY FROM RA1 (RESIDENTIAL AGRICULTURAL, 40,000 SQUARE FEET MINIMUM LOTS) TO CC (COMMUNITY COMMERCIAL), LOCATED AT APPROXIMATELY 11859 SOUTH 700 EAST WITHIN DRAPER CITY, OTHERWISE KNOWN AS THE ANDERSON AND GOFF MORTUARY ZONE CHANGE REQUEST.

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

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

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

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

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

Section 1. Zoning Map Amendment. The following described real property located at approximately 11859 South 700 East within Draper City, Salt Lake County, State of Utah, previously zoned RA1 as shown on the Draper City Zoning Map, as depicted in Exhibit "A" hereto, are hereby changed and rezoned to CC:

Beginning at a point on the NW Corner of parcel 28-29-104-003 thence,
S 89.3464 E 148.502 Ft along the North property line of parcel 28-29-104-003 thence,
S 89.3465 E 149.293 Ft along the North property line of parcel 28-29-104-003 thence,
S 0.6566 W 124.001 Ft along the East property line of parcel 28-29-104-003,
To the NE corner of parcel 28-29-104-004 thence,
S 0.6565 W 26.000014 Ft along the East property line of parcel 28-29-104-004 thence,
S 0.3548 W 36.500627 Ft along the East property line of parcel 28-29-104-004,
To the NE corner of parcel 28-29-104-005 thence,
S 0.3546 W 62.5014 Ft along the East property line of parcel 28-29-104-005 thence,
N 89.3464 W 148.502 Ft along the South property line of parcel 28-29-104-005 thence,
N 89.3464 W 148.502474 Ft along the South property line of parcel 28-29-104-005
thence, N 0.3549 E 62.501074 Ft along the West property line of parcel 28-29-104-005,
To the SW corner of parcel 28-29-104-004 thence,
N 0.3543 E 36.500625 Ft along the West property line of parcel 28-29-104-004 thence,
N 0.3550 E 26.000447 Ft along the West property line of parcel 28-29-104-004,
To the SW corner of parcel 28-29-104-003 thence,
N 0.3547 E 124.002457 Ft along the West property line of parcel 28-29-104-003
to the point of Beginning on the NW Corner of parcel 28-29-104-003.

Contains 1.7 acres or 74,052 square feet.

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

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

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

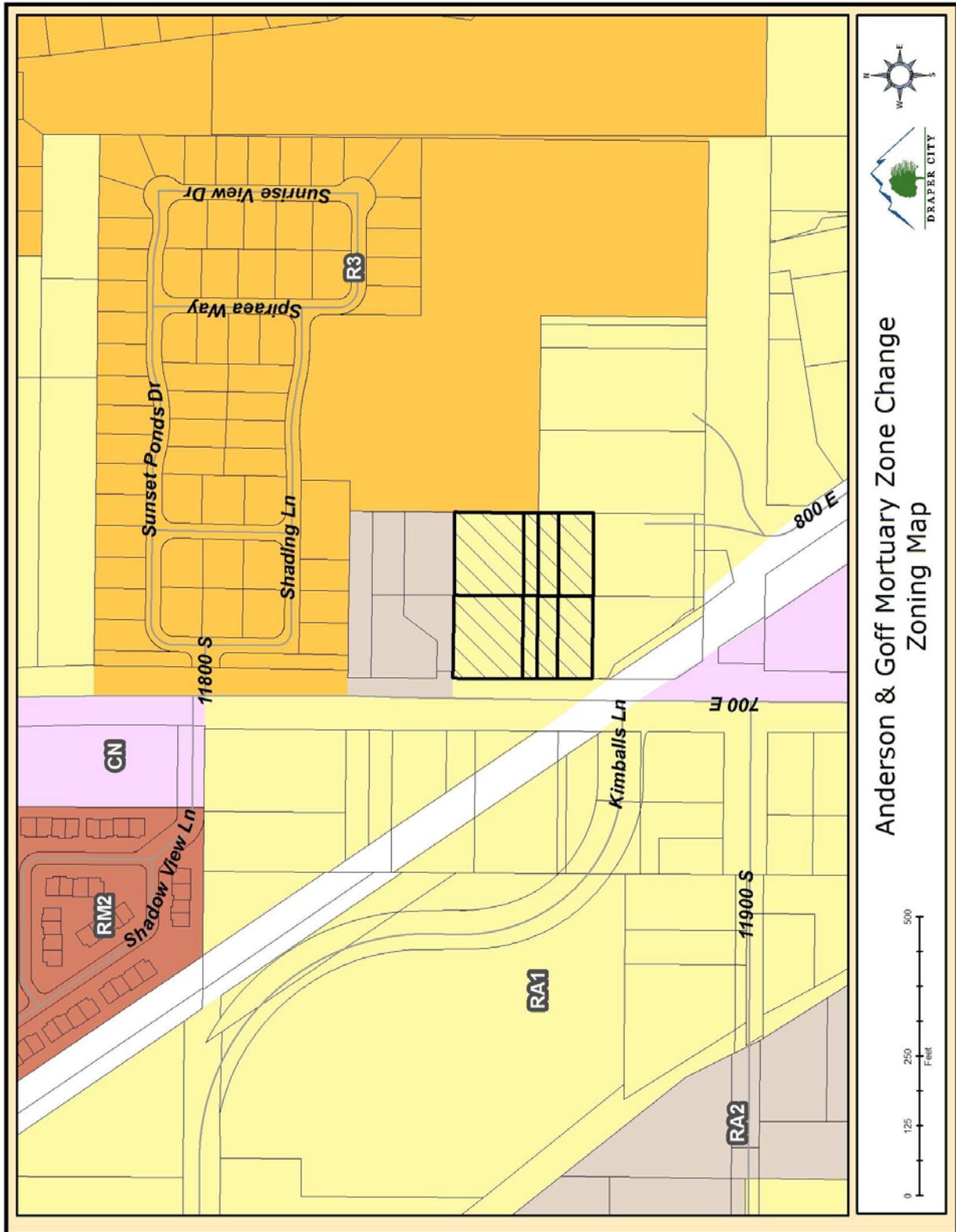
ATTEST:

DRAPER CITY:

By: _____ By: _____
City Recorder Mayor

EXHIBIT A

ANDERSON AND GOFF MORTUARY ZONE CHANGE REQUEST





Development Review Committee

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

STAFF REPORT

May 30, 2013

To: Draper City Planning Commission
Business Date: June 12, 2014

From: Development Review Committee

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

Re: Anderson and Goff Mortuary – Zone Change Request

Application No.: 140519-11859S
Applicant: Chad Anderson, representing Goff Mortuary
Project Location: Approximately 11859 South 700 East
Zoning: RA1 (Residential Agricultural, 40,000 square feet lot minimum) Zone
Acreage: 1.7 Acres (Approximately 74,052 ft²)
Request: Request for approval of a Zone Change to rezone from RA1 (Residential Agricultural, 40,000 square feet minimum lot) zone to CC (Community Commercial) zone on an approximately 1.7 acre site.

SUMMARY

This application is a request for approval of a Zone Change for approximately 1.7 acres located on the east side of 700 East, directly across the street from the TRAX station at approximately 11859 South 700 East. The properties are currently zoned RA1 (Residential Agricultural, 40,000 square foot lot minimum). The applicant is requesting that a Zone Change be approved to rezone the property to the CC (Community Commercial) zone. If successful, it is the intent of the applicant to develop the property as a Goff Mortuary.

BACKGROUND

There are currently three residential homes on the properties, built between 1949 and 1969. No recent permits have been issued for any of the properties.

ANALYSIS

General Plan. The Land Use Map of the General Plan calls for the Community Commercial land use designation for the subject property. This category “permits the full scope of commercial land uses that are destination-oriented.” It also states that “these areas are strategically placed along high-traffic



corridors with convenient points of traffic access to and from residential areas.”

Zoning. The property has been assigned the RA1 (Residential Agricultural, 40,000 square foot minimum) zoning classification, supporting approximately one dwelling unit per acre. The purpose of the RA1 zone is to “foster low density development with little impact on its surroundings and municipal services; to generally preserve the character of the City’s semi-rural areas; and to promote and preserve conditions favorable to large-lot family life, including the keeping of limited numbers of animals and fowl.”

The applicant is requesting a rezone to the CC (Community Commercial) zone. The purpose of the CC zone is to “provide areas where commercial uses may be established which are generally oriented toward local residents rather than out-of-town patrons.” Typical uses within the CC zoning district include “planned retail and office development and limited medium-to-high density residential uses that can be harmoniously mixed with commercial development.”

The CC (Community Commercial), CR (Regional Commercial), CG (General Commercial) and CI (Interchange Commercial) zoning designations are identified by the General Plan as preferred zoning classification for the Community Commercial land use designation. The RA2 zone abuts the subject property on the north, the R3 and RA1 zones abut on the east, and the RA1 zone abuts on the south and west.

Request Analysis. The 700 East corridor is classified as an arterial road. While it currently has a right-of-way width of 94-feet in front of the subject properties, UDOT has plans to eventually widen 700 East from 11400 South to 12300 South. It is anticipated that the road will match the 110-foot width found north of 11400 South. This road is considered one of the primary regional transportation routes within Draper City. Because of the high traffic levels and expected width of the road, residential uses are not recommended along the corridor. The 2003 General Plan anticipates the 700 East corridor to redevelop with neighborhood and community commercial uses.

Given the number of property owners along 700 East, redevelopment will realistically take place on a piecemeal basis rather than the rezoning and redevelopment of substantial tracks of land at one time. Given this fact, there is room for adverse affects on those residential uses which may remain until a future date when those properties also redevelop. In the case of the subject property, there are two residential properties located directly north of the site which would find themselves centered between an R3 (Residential Single-family) neighborhood and the commercial zone requested. While the property to the south does contain a residence, it is also home to the Silver Paw Lodge a long standing dog kennel, boarding and groomer business. To the west is the new TRAX station and to the east are the Mehraban Wetlands Park and a single-family parcel. Any actual development of the subject site would require landscape buffers adjacent to all residential uses in order to mitigate impact on adjacent properties.

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

- (e) Approval Standards. A decision to amend the text of this Title or the zoning map is a matter committed to the legislative discretion of the City Council and is not controlled by any one standard. However, in making an amendment, the City Council should consider the following factors:
 - (1) Whether the proposed amendment is consistent with goals, objectives and policies of the City’s General Plan;

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

REVIEWS

Planning Division Review. The Draper City Planning Division has completed their review of the Zone Change submission and has issued a recommendation for approval for the request with the following proposed comments:

1. With increased traffic along 700 East, single-family residential uses will not be compatible for the subject property.
2. The General Plan anticipates 700 East to redevelop with commercial and office uses.
3. The Zoning Ordinance includes landscape buffer standards to help mitigate any negative effects on remaining adjacent residential uses.

Engineering and Public Works Divisions Review. The Draper City Engineering and Public Works Divisions have completed their reviews of the Zone Change submission and have issued a recommendation for approval for the request without further comment.

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

STAFF RECOMMENDATION

Staff recommends approval of the request for the Anderson and Goff Mortuary Zone Change by Chad Anderson, representing the Goff Mortuary, application 140519-11859S.

This recommendation is based on the following findings:

1. The proposed development plans meet the intent, goals, and objectives of the Draper City General Plan.
 - a. Encourage the development of Community Commercial uses along the I-15 Freeway, 123rd South, Bangerter Highway, State Street and 700 East corridors.
 - b. Promote and maintain balanced commercial activity that is viable and responsive to the needs of the community.
2. The proposed development plans meet the requirements and provisions of the Draper City Municipal Code.
3. The proposed development plans will not be deleterious to the health, safety, and general welfare of the general public nor the residents of adjacent properties.
4. The proposed development conforms to the general aesthetic and physical development

- of the area.
5. The public services in the area are adequate to support the subject development.

MODEL MOTIONS

Sample Motion for a Positive Recommendation – “I move we forward a positive recommendation to the City Council for the Anderson and Goff Mortuary Zone Change Request by Chad Anderson, representing the Goff Mortuary for the purpose of rezoning the property from RA1 (Residential Agricultural, 40,000 square feet minimum lot) zone to CC (Community Commercial) zone, application 140519-11859S, based on the findings and subject to the conditions listed in the Staff Report dated May 30, 2014 and as modified by the conditions below:”

1. List any additional findings...

Sample Motion for a Negative Recommendation – “I move we forward a negative recommendation to the City Council for the Anderson and Goff Mortuary Zone Change Request by Chad Anderson, representing the Goff Mortuary for the purpose of rezoning the property from RA1 (Residential Agricultural, 40,000 square feet minimum lot) zone to CC (Community Commercial) zone, application 140519-11859S, based on the following findings:”

1. List any additional findings...

DEVELOPMENT REVIEW COMMITTEE ACKNOWLEDGEMENT

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



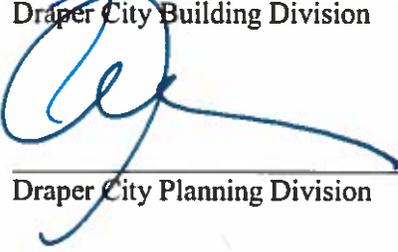
Draper City Engineering Division



Draper City Building Division



Draper City Operations Division



Draper City Planning Division



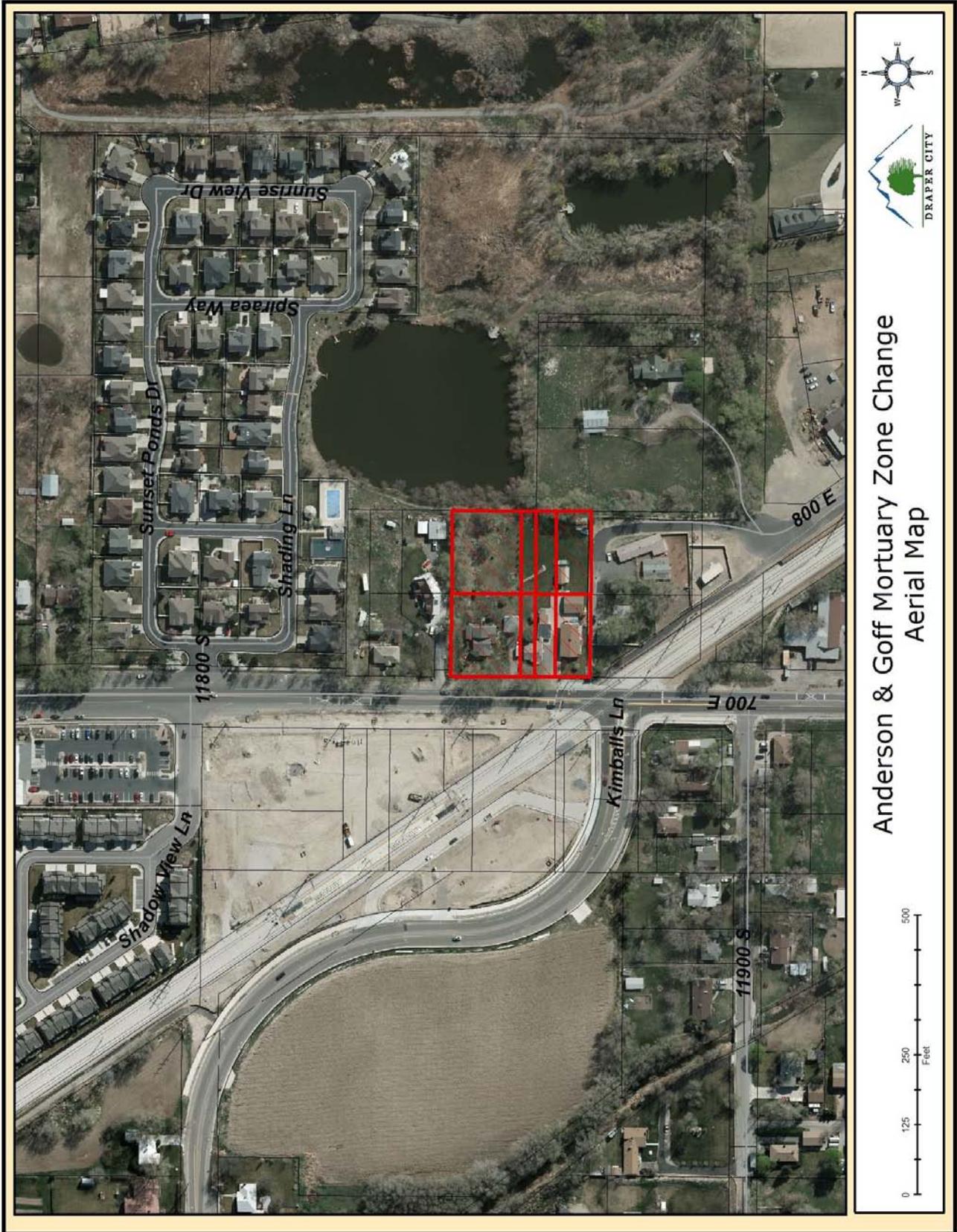
Unified Fire Authority



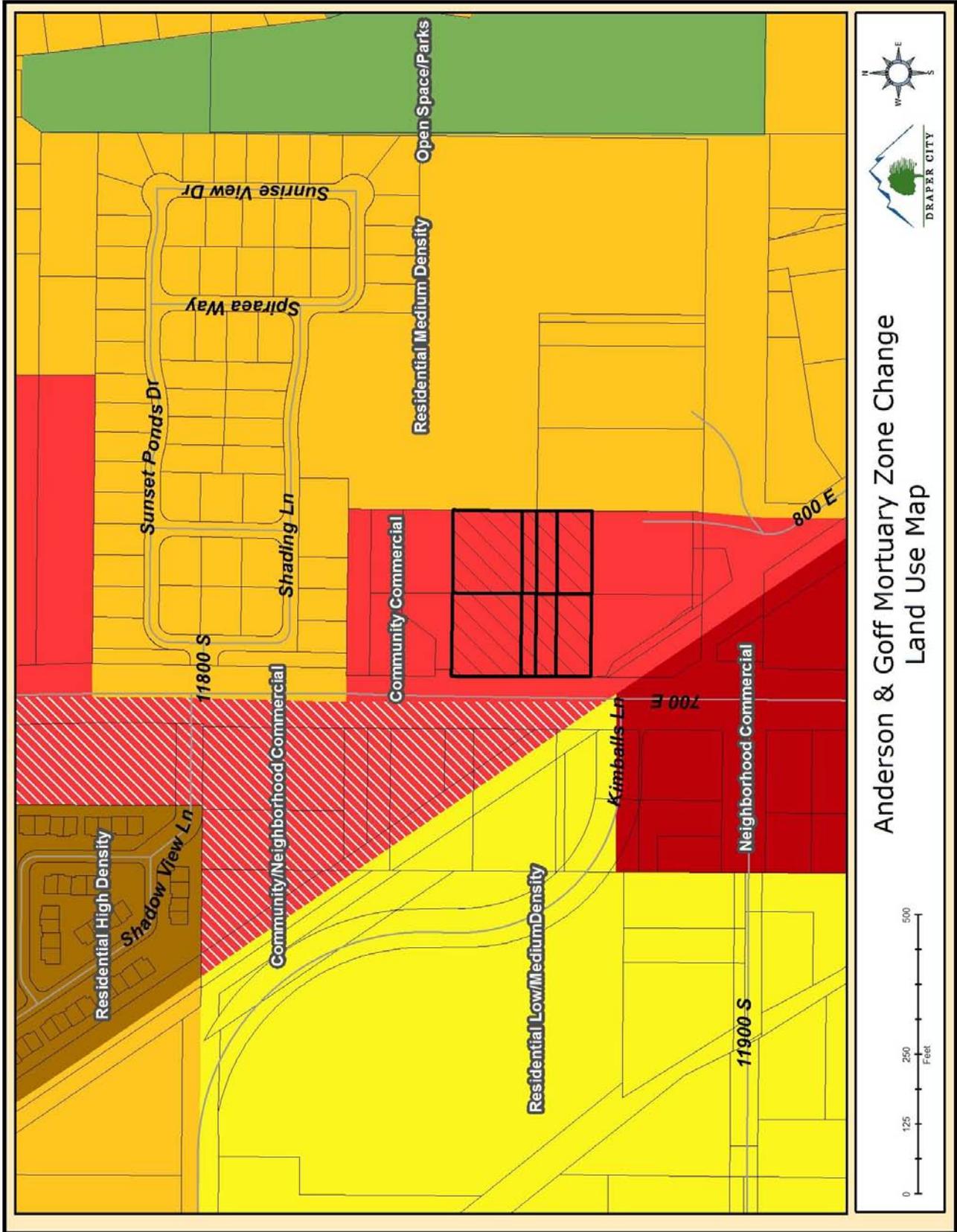
Draper City Legal Counsel



**EXHIBIT A
AERIAL MAP**



**EXHIBIT B
LAND USE MAP**



**EXHIBIT C
ZONING MAP**

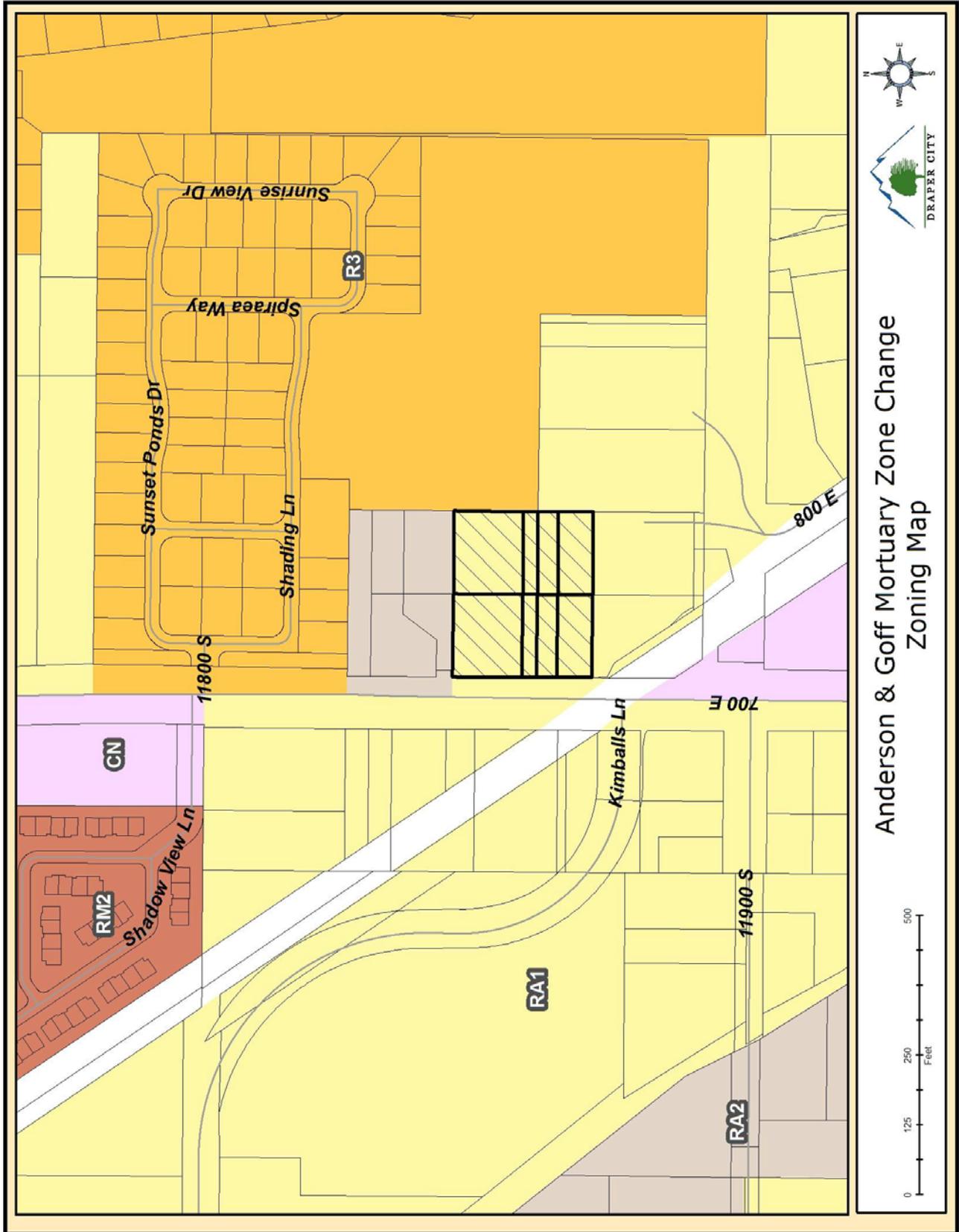


EXHIBIT D
APPLICANT QUESTIONNAIRE RESPONSE

1. What is the present zoning of the property?

RA1

2. Is the proposed zoning consistent with the current land use designation? Please explain.

Yes, the master plan for the proposed site is community commercial.

3. Is the proposed zoning similar or compatible to the current zoning in the same area? Please explain.

Yes, the majority of the 700 East corridor is either commercial or is master planned to be commercial.

4. Is the proposed zoning suitable for the proposed site? Please explain.

Yes, the proposed site is master planned community commercial and that is the designation that I am applying for.

Return to Agenda

ITEM #10

REQUEST FOR COUNCIL ACTION

To:	Mayor & City Council
From:	Doug Ahlstrom, City Attorney
Date:	June 11, 2014
Subject:	Approval of tw telecom of utah, llc. Franchise Agreement
Applicant Presentation:	
Staff Presentation:	Doug Ahlstrom 

RECOMMENDATION:

To approve the Franchise Agreement with tw telecom of utah, llc. (Provider) for the right to provide telecommunication services within Draper City for a period of 10 years with the option for provider to renew upon term expiring for another 5 years.

BACKGROUND AND FINDINGS:

The Provider's facilities will be placed both underground in the City's Rights-of-Way as well as above ground. The above ground facilities will be placed on poles and the provider must comply with a separate pole attachment agreement in place and enforced by the power company.

PREVIOUS LEGISLATIVE ACTION:

Current Franchise Agreements in place are with Electric Lightwave, Inc, (ELI) which was renewed in 2010 and Syringa Networks LLC which went into effect in 2012.

FISCAL IMPACT: Finance Review: _____

-
-

SUPPORTING DOCUMENTS:

- Franchise Agreement #14-10/
- Copy of Letter from Attorney representing Provider.

FARRIS BOBANGO, PLC

ATTORNEYS AT LAW Nashville

Memphis

HISTORIC CASTNER-KNOTT BUILDING
618 CHURCH STREET, SUITE 300
NASHVILLE, TENNESSEE 37219

(615) 726-1200 telephone - (615) 726-1776 facsimile

May 30, 2014

Draper City Council
1020 E. Pioneer Rd.
Draper, UT 84020

**RE: tw telecom of utah, llc.
Franchise Agreement
Provision 3.1 Term and Renewal**

Dear City Council Members

Please be advised, our law firm serves as outside counsel to tw telecom of utah, llc. (tw telecom) Enclosed herewith, you will find a copy of the final proposed Franchise Agreement executed by tw telecom and the Draper City Attorney, as well as a check for \$500.00. The purpose of the check is to satisfy the application fee requirement. tw telecom respectfully requests that their preference for a ten (10) year term over a seven (7) year term be granted. tw telecom has executed several franchises in the State of Utah, all of which provide for a ten (10) term. It's not only their desire to remain consistent, but also to fully invest in the City of Draper. An increased term will help meet this goal as well as provide stability and consistency.

Thank you in advance for your time and consideration in this matter.

Sincerely,

FARRIS BOBANGO PLC



Jennifer Jones

**FRANCHISE AGREEMENT
BETWEEN DRAPER CITY AND tw telecom of utah llc**

THIS FRANCHISE AGREEMENT (hereinafter "Agreement") is entered into by and between the City of Draper, Utah (hereinafter "CITY"), a municipal corporation and political subdivision of the State of Utah with principal offices at 1020 East Pioneer Road, Draper, Utah, 84020, and tw telecom of utah, llc (hereinafter "PROVIDER") with its principal offices at 10475 Park Meadows Drive. Littleton, CO 80124.

WITNESSETH:

WHEREAS, PROVIDER desires to provide voice, data or video transmission services within CITY and in connection therewith to establish a telecommunications network in, under, along, over and across present and future rights-of-way of CITY; and

WHEREAS, CITY has enacted Title 8, Chapter 1 of the Draper City Municipal Code (hereinafter the "Telecommunication Rights-of-Way Ordinance") which governs the application and review process for Telecommunication Franchises in CITY; and

WHEREAS, CITY, in exercise of its management of public Rights-of-Way, believes that it is in the best interest of the public to provide PROVIDER a nonexclusive franchise to operate a telecommunications network in CITY.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, and for other good and valuable consideration, CITY and PROVIDER agree as follows:

ARTICLE 1. FRANCHISE AGREEMENT AND ORDINANCE.

1.1 Agreement. Upon execution by the parties, this Agreement shall be deemed to constitute a contract by and between CITY and PROVIDER.

1.2 Ordinance. CITY has adopted the Telecommunications Rights-of-Way Ordinance which is attached to this Agreement as Exhibit "A" and incorporated herein by reference. PROVIDER acknowledges that it has had an opportunity to read and become familiar with the Telecommunications Rights-of-Way Ordinance. The parties agree that the provisions and requirements of the Telecommunications Rights-of-Way Ordinance are material terms of this Agreement, and that each party hereby agrees to be contractually bound to comply with the terms of the Telecommunications Rights-of-Way Ordinance. The definitions in the Telecommunications Rights-of-Way Ordinance shall apply herein unless a different meaning is indicated. Nothing in this Section shall be deemed to require PROVIDER to comply with any provision of the Telecommunications Rights-of-Way Ordinance which is determined to be unlawful or beyond CITY's authority.

1.3 Ordinance Amendments. CITY reserves the right to amend the Telecommunications Rights-of-Way Ordinance at any time. CITY shall give PROVIDER notice and an opportunity to be heard concerning any proposed amendment. If there is any inconsistency between PROVIDER's rights and obligations under the Telecommunications Rights-of-Way Ordinance as amended and this Agreement, or any such amendment materially alters the rights or obligations of the Parties, the provisions of this Agreement shall govern during its term. Otherwise, the Parties agree to comply with any such amendments.

1.4 Franchise Description. The Telecommunications Franchise provided hereby shall confer upon PROVIDER the nonexclusive right, privilege, and franchise to construct and maintain a telecommunications network in, under, above and across the present and future public Rights-of-Way in CITY. The franchise does not grant to PROVIDER the right, privilege or authority to engage in community antenna (or cable) television business; although, nothing contained herein shall preclude PROVIDER from: (1) permitting those with a cable franchise who are lawfully engaged in such business to utilize PROVIDER's System within CITY for such purposes; or (2) from providing such service in the future if an appropriate franchise is obtained and all other legal requirements have been satisfied.

1.5 Licenses. PROVIDER acknowledges that it has obtained the necessary approvals, licenses or permits required by federal and state law to provide telecommunication services consistent with the provisions of this Agreement and with the Telecommunications Rights-of-Way Ordinance.

1.6 Relationship. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner that would indicate any such relationship with each other.

ARTICLE 2. FRANCHISE FEE.

2.1 Franchise Fee. For the Franchise granted herein, PROVIDER shall pay to CITY a tax in accordance with the Municipal Telecommunication License Tax Act (Utah Code Ann. §§10-1-401 to10-1-410), less any business license fee or business license tax enacted by CITY. All payments shall be made to the Utah State Tax Commission, and sent as follows:

Utah State Tax Commission
210 North 1950 West
Salt Lake City, Utah 84134

2.2 Equal Treatment. CITY agrees that if any service forming part of the base for calculating the franchise fee under this Agreement is, or becomes, subject to competition from a third party, CITY will either impose and collect from such third party a fee or tax on Gross Revenues from such competing service in the same percentage specified herein, plus the percentage specified as a utility revenue tax or license fee in the then current ordinances of CITY, or waive collection of the fees provided for herein from PROVIDER that are subject to such competition.

ARTICLE 3. TERM AND RENEWAL.

3.1 Term and Renewal. The franchise granted to PROVIDER shall be for a period of ten (10) years commencing on the first day of the month following this Agreement, unless this Franchise be sooner terminated as herein provided. At the end of the initial ten (10) year term of this Agreement, the franchise granted herein may be renewed by PROVIDER upon the same terms and conditions as contained in this Agreement for additional five (5) year terms, by providing to CITY's representative designated herein written notice of PROVIDER's intent to renew not less than ninety (90) calendar days before the expiration of the initial franchise term.

3.2 Rights of PROVIDER Upon Expiration or Revocation. Upon expiration of the franchise granted herein, whether by lapse or time, by agreement between PROVIDER and CITY, or by revocation or forfeiture, PROVIDER shall have the right to remove from the Rights-of-Way any and all of its System, but in such event, it shall be the duty of PROVIDER, immediately upon such removal, to restore the Rights-of-Way from which such System is removed to as good condition as the same was before the removal was effected, ordinary wear and tear excepted.

ARTICLE 4. PUBLIC USE RIGHTS.

4.1 City Uses of Poles and Overhead Structures. CITY shall have the right, without cost, to use all poles owned by PROVIDER within CITY for fire alarms, police signal systems, or any lawful public use; provided, however, any said uses by CITY shall be for activities owned, operated or used by CITY for any public purposes and shall not include the provision of telecommunications service to third parties or otherwise in a manner which would compete with PROVIDER's operations and services.

4.2 Limitations on Use Rights. Nothing in this Agreement shall be construed to require PROVIDER to increase pole capacity, alter the manner in which PROVIDER attached equipment to the poles, or alter the manner in which PROVIDER operates and maintains its equipment. Such CITY attachments shall be installed and maintained in accordance with the reasonable requirements of PROVIDER and the current National Electrical Safety Code. CITY attachments shall be attached or installed only after written approval by PROVIDER, which approval will be processed in a timely manner and will not be unreasonably withheld or delayed.

4.3 Maintenance of CITY Facilities. CITY's use rights shall also be subject to the parties reaching an agreement in writing regarding CITY's maintenance of CITY attachments.

ARTICLE 5. POLICE POWERS.

CITY expressly reserves, and PROVIDER expressly recognizes, CITY's right and duty to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as CITY may deem necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties.

ARTICLE 6. CHANGING CONDITIONS AND SEVERABILITY.

6.1 Meet to Confer. PROVIDER and CITY recognize that many aspects of the telecommunication business are currently the subject of discussion, examination and inquiry by different segments of the industry and affected regulatory authorities and that these activities may ultimately result in fundamental changes in the way PROVIDER conducts its business and the way CITY regulates the business. In recognition of the present state of uncertainty respecting these matters, PROVIDER and CITY each agree, upon request of the other during the term of this Agreement, to meet with the other and discuss in good faith whether it would be appropriate, in view of developments of the kind referred to above during the term of this Agreement, to amend this Agreement or enter into separate, mutually satisfactory arrangements to effect a proper accommodation of any such developments, provided there shall be no obligation to amend this Agreement except as otherwise expressly provided in this Agreement.

6.2 Severability. If any section, sentence, paragraph, term or provision of this Agreement or the Telecommunications Rights-of-Way Ordinance is for any reason determined to be or rendered illegal, invalid, or superseded by other lawful authority, including any state or federal, legislative, regulatory or administrative authority having jurisdiction thereof, or is determined to be unconstitutional, illegal or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision, all of which shall remain in full force and effect for the term of this Agreement or any renewal or renewals thereof. If the invalidated portion is considered a material consideration for entering into this Agreement, however, the parties will negotiate, in good faith, an amendment to this Agreement. As used herein, "material consideration" for CITY is its ability to collect the Franchise Fee during the term of this Agreement and its ability to manage the Rights-of-Way in a manner similar to that provided in this Agreement, the Telecommunications Rights-of-Way Ordinance, and CITY's Excavation Permit Ordinance. For PROVIDER, "material consideration" is the Franchise Fee it is required to pay the CITY and its ability to use the Rights-of-Way for telecommunication purposes in accordance with a lawful compensation mechanism in a manner similar to that provided in this Agreement, the Telecommunications Rights-of-Way Ordinance, and CITY's Excavation Permit Ordinance.

ARTICLE 7. EARLY TERMINATION, REVOCATION OF FRANCHISE AND OTHER REMEDIES.

7.1 Grounds for Termination. CITY may terminate or revoke this Agreement and all rights and privileges herein provided for any of the following reasons:

(a) PROVIDER fails to make timely payments of the franchise fee as required under Article 2 of this Agreement and does not correct such failure within sixty (60) calendar days after written notice by CITY of such failure, provided however, that any payment made pursuant to such request shall not be deemed to constitute a waiver of the PROVIDER's right to challenge the calculation of the franchise fee;

(b) PROVIDER, by act or omission, materially violates a material duty herein set forth in any particular within PROVIDER's control, and with respect to which redress is not otherwise herein provided. In such event, CITY, acting by or through its City Council, may determine, after hearing, that such failure is of a material nature, and thereupon, after written notice giving PROVIDER notice of such determination, PROVIDER, within sixty (60) calendar days of such notice, shall commence efforts to remedy the conditions identified in the notice and shall have one hundred eighty (180) calendar days from the date it receives notice to remedy the conditions. After the expiration of such 180-day period and failure to correct such conditions, CITY may declare the franchise forfeited and this Agreement terminated, and thereupon, PROVIDER shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and termination shall be subject to judicial review as provided by law, and provided further, that in the event such failure is of such nature that it cannot be reasonably corrected within the 180-day time period provided above, CITY shall provide additional time for the reasonable correction of such alleged failure if the reason for the noncompliance was not the intentional or negligent act or omission of PROVIDER; or

(c) PROVIDER becomes insolvent, unable or unwilling to pay its debts, is adjudged bankrupt, or all or part of its facilities should be sold under an instrument to secure a debt and is not redeemed by PROVIDER within sixty (60) days.

7.2 Reserved Rights. (a) Nothing contained herein shall be deemed to preclude PROVIDER from pursuing any legal or equitable rights or remedies it may have to challenge the action of CITY.

(b) The terms and conditions of this Agreement shall be subject to any and all applicable laws, judicial decisions, rules, or regulations now in effect and that subsequently may be prescribed or ordered by any federal, state or local governmental authority or court having proper jurisdiction. To the extent required by any such subsequently prescribed law, judicial decision, rule, or regulation, the Parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, judicial decision, rule, or regulation.

7.3 Remedies at Law. In the event PROVIDER or CITY fails to fulfill any of its respective obligations under this Agreement, CITY or PROVIDER, whichever the case may be, shall have a breach of contract claim and remedy against the other if not cured within a reasonable time after receipt by the breaching party of written notice from the non-breaching party specifying the nature of the breach, in addition to any other remedy provided herein or by law; provided, however, that no remedy that would have the effect of amending the specific provisions of this agreement shall become effective without such action that would be necessary to formally amend the Agreement.

7.4 Third Party Beneficiaries. The benefits and protection provided by this Agreement shall inure solely to the benefit of CITY and PROVIDER. This Agreement shall not be deemed to create any right in any person who is not a party and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of a party hereto).

ARTICLE 8. PARTIES' DESIGNEES.

8.1 CITY designee and Address. CITY Manager or his or her designee(s) shall serve as CITY's representative regarding administration of this Agreement. All notices from PROVIDER to CITY pursuant to or concerning this Agreement, shall be delivered to CITY's representative at Draper City Hall, 1020 E. Pioneer Road, Draper, Utah 84020, or such other officer and address as CITY may designate by written notice to PROVIDER.

8.2 PROVIDER Designee and Address. PROVIDER's Vice President of Administration or his or her designee(s) shall serve as PROVIDER's representative regarding administration of this Agreement. All notices from CITY to PROVIDER pursuant to or concerning this Agreement, shall be delivered to PROVIDER's headquarter offices at:

tw telecom of utah llc
Attn. Sr. VP & General Counsel
10475 Park Meadows Drive
Littleton, CO 80214

With a copy to:

tw telecom of utah, llc_
Attn: VP - Regulatory____
10475 Park Meadows Drive
Littleton, CO 80214

and such other office as PROVIDER may designate by written notice to CITY.

8.3 Failure of Designee. The failure or omission of CITY's or PROVIDER's representative to act shall not constitute any waiver or estoppels by CITY or PROVIDER.

ARTICLE 9. INSURANCE, INDEMNIFICATION AND SECURITY

9.1 Insurance. Prior to commencing operations in CITY pursuant to this Agreement, PROVIDER shall furnish to CITY evidence that it has adequate general liability and property damage insurance. The evidence may consist of a statement that PROVIDER is effectively self-insured if PROVIDER has substantial financial resources, as evidenced by its current certified financial statements and established credit rating, or substantial assets located in the State of Utah. Any and all insurance, whether purchased by PROVIDER from a commercial carrier, whether provided through a self-insured program, or whether provided in some other form or

other program, shall be in a form acceptable to CITY, with a minimum amount of \$2,000,000 per occurrence and \$3,000,000 general aggregate, limits of which can be satisfied through primary and umbrella liability insurance policies

9.2 Indemnification. PROVIDER agrees to indemnify, defend and hold CITY harmless from and against third party claims, demands, liens, and all liability or damage of whatsoever kind resulting of or arising from PROVIDER's acts or omissions pursuant to or related to this Agreement, and to pay any and all costs, including reasonable attorneys' fees. CITY shall (a) promptly give written notice to PROVIDER of any claim, demand, lien, liability, or damage, with respect to which CITY seeks indemnification and defense hereunder and (b) permit the PROVIDER to assume the defense of such claim, demand or lien with counsel reasonably satisfactory to CITY. No settlement shall be approved or executed by either CITY or PROVIDER without the prior written consent of the other party. Notwithstanding any provision of this Section to the contrary, PROVIDER shall not be obligated to indemnify, defend or hold CITY harmless to the extent any claim, demand, lien, damage, or liability arises out of or in connection with any negligent act or failure to act or willful misconduct of the CITY or any of its officers, employees or agents.

9.3. In accordance with section 8-1-370 of the Ordinance, after execution of this Franchise, PROVIDER shall deposit with the City a surety bond equal to the amount of the cost of construction in the Rights-of-Way. Upon completion of such construction, the City shall return the original bond to the PROVIDER.

ARTICLE 10. INSTALLATION

10.1 Coordinated Installation. In order to prevent and/or minimize the number of cuts to and excavations within CITY Rights-of-Way, PROVIDER shall coordinate with CITY and other providers or users of CITY Rights-of-Way, when such cuts and excavations will be made, however, such coordination of such cuts and excavations shall not unreasonably delay Provider's installations so as to frustrate Provider's business operations. Unless otherwise permitted, installation, repairs, or maintenance of lines and facilities within CITY Rights-of-Way shall be made in the same trench and at the time other installations, repairs or maintenance of facilities are conducted within CITY Rights-of-Way.

10.2 Underground Installation. Unless otherwise provided or unless there are existing poles within the CITY Rights-of-Way, all of PROVIDER's facilities within CITY shall be constructed underground. Notwithstanding the provisions of Article 1.3 of this Agreement, PROVIDER expressly agrees to install and maintain all of its facilities in accordance with CITY Ordinances regarding the undergrounding of utility lines, in effect at the time this Agreement is entered into and as subsequently amended during the term of this Agreement. Nothing herein shall require PROVIDER to convert existing overhead facilities to underground facilities until and unless other similarly situated providers in the same location are required to do so.

ARTICLE 11. GENERAL PROVISIONS

11.1 Binding Agreement. The parties represent that: (a) when executed by their respective parties, this Agreement shall constitute legal and binding obligations of the parties; and (b) each party has complied with all relevant statutes, ordinances, resolutions, by-laws and other legal requirements applicable to their operation in entering into this Agreement.

11.2 Utah Law. This Agreement shall be interpreted pursuant to Utah law and any applicable federal law.

11.3 Time of Essence. Time shall be of the essence of this Agreement.

11.4 Interpretation of Agreement. The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number and vice versa, and the use of any gender shall include any other and all genders. The paragraphs and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

11.5 No Presumption. All parties have participated in preparing this Agreement. Therefore, the parties stipulate that any court interpreting or construing the Agreement shall not apply the rule of construction that the Agreement should be more strictly construed against the drafting party.

11.6 Amendments. This Agreement may be modified or amended by written agreement only. No oral modifications or amendments shall be effective.

11.7 Binding Agreement. This Agreement shall be binding upon the successors and assigns of each of the parties.

SIGNED AND ENTERED INTO this ____ day of _____, 2014

“CITY”
CITY OF DRAPER

By: _____
Troy K. Walker, Mayor

ATTEST:

Rachelle Conner, City Recorder

APPROVED AS TO FORM:

Douglas J. Ahlstrom
City Attorney

“PROVIDER”
tw telecom of utah llc
by: tw telecom holdings inc.
its sole member

By: _____
Title: _____

(Print Name and Title Here)

STATE OF COLORADO)

) ss.

COUNTY OF DOUGLAS)

I, _____, a Notary Public in and for the State of Colorado, do hereby certify that _____, of tw telecom holdings inc., sole member of tw telecom of utah llc, did personally appear before me affixing his/her signature on the attached document.

Sworn and Subscribed this _____ day of _____, 2014.

Notary Public

My commission expires _____.

[SEAL]

EXHIBIT "A"
Telecommunications Rights-of-Way Ordinance

Chapter 8-1 TELECOMMUNICATIONS SYSTEMS

Sections:

- 8-1-010 Declaration of Finding and Intent.**
- 8-1-020 Scope of Ordinance.**
- 8-1-030 Excluded Activity.**
- 8-1-040 Definitions.**
- 8-1-050 Non-Exclusive Franchise.**
- 8-1-060 Every Provider Must Obtain.**
- 8-1-070 Nature of Grant.**
- 8-1-080 Current Providers.**
- 8-1-090 Nature of Franchise.**
- 8-1-100 Regulatory Approval Needed.**
- 8-1-110 Term.**
- 8-1-120 Compensation.**
- 8-1-130 Timing.**
- 8-1-140 Fee Statement and Certification.**

Return to Agenda

ITEM #11

REQUEST FOR COUNCIL ACTION

To: Mayor & City Council

From: Bob Wylie

Date: July 1, 2014

Subject: Approve Resolution No. 14-45 amending the Consolidated Fee Schedule regarding Cemetery Fees and Water Rates.

Applicant Presentation: n/a

Staff Presentation: Bob Wylie, Finance Director

RECOMMENDATION:

Staff recommends the City Council approve resolution No. 14-45 amending the Consolidated Fee Schedule regarding Cemetery Fee and Water Rates.

BACKGROUND AND FINDINGS:

Cemetery Fees: Currently one fee is charged for opening and closing standard size graves. A new fee is being proposed for opening and closing standard size graves on Weekends and Holidays. The current rate of \$475 will continue to be the fee charged for weekdays and a new fee of \$675 will be charged for weekend or holiday time.

Water Rates: Jordan Valley Water Conservancy District has notified Draper City that the district has adopted new water rates effective July 1, 2014. The increase to Draper City is 3.9%. New water rates for Draper City culinary services are being proposed of 3.9% on the usage/consumption component of the water rates.

PREVIOUS LEGISLATIVE ACTION:

FISCAL IMPACT: Finance Review: _____

The additional revenue will compensate for the additional expenses charged from the Jordan Valley Water Conservancy District.

SUPPORTING DOCUMENTS:

- Resolution 14-45

RESOLUTION NO. 14-45

A RESOLUTION AMENDING THE CONSOLIDATED FEE SCHEDULE OF DRAPER CITY REGARDING THE CEMETERY FEES AND WATER RATES.

WHEREAS, the Mayor and City Council wish to update certain fees shown in the Draper City Consolidated Fee Schedule to better recover the cost of providing the related services; and

WHEREAS, the City Council hereby finds this action in the best interest of the City.

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

Section 1. Approval. The City Council hereby amends the Draper City Consolidated Fee Schedule as shown in Exhibit "A" attached hereto and incorporated herein by reference.

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 its passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, ON THIS 1st DAY OF JULY, 2014.

ATTEST:

DRAPER CITY

City Recorder

Mayor

11. CEMETERY

(Res 06-75)

(i) Fee for opening & closing of standard size grave (Weekdays)	-----	\$475
(ii) Fee for opening & closing of standard size grave (Weekends & Holidays)	-----	\$675
(iii) Fee for opening & closing of less than standard size grave	-----	\$300
(iv) Fee for opening & closing of cremation grave	-----	\$200
(v) Fee for marking the location of the head stone	-----	\$25
(vi) Fee for disinterment of grave (includes opening & closing of grave)	-----	\$475
(vii) Fee for issuance of Right to Burial or internment certificate	-----	\$25
(viii) Fee for sale of Right to Burial	-----	\$500

47. WATER RATES (Res 02-73) (Res 04-49) (Res 04-58) (Res 05-51) (Res 07-34) (Res 08-35) (Res 09-41)(10-47) (Res. 13-42)

A) Base Rate per Unit ----- \$20.25

B) Water Rate (cost per thousand gallons)

(i) Residential

Tiered Water Rate Schedule

	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>
1-5,000 gallons	\$1.75 \$1.82	\$1.89 \$1.96	\$3.01 \$3.08
5,001-20,000 gallons	\$3.04 \$3.16	\$3.18 \$3.30	\$4.30 \$4.42
20,001 – 50,000 gallons	\$3.28 \$3.40	\$3.42 \$3.54	\$4.54 \$4.66
50,0001-100,000 gallons	\$3.50 \$3.63	\$3.64 \$3.77	\$4.76 \$4.89
Over 100,000 gallons	\$3.72 \$3.87	\$3.86 \$4.01	\$4.98 \$5.13

(ii) Commercial

<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>
\$2.21 \$2.30	\$2.35 \$2.44	\$3.47 \$3.56

C) Delinquent Administrative Fee ----- Full payment of bill plus \$50.00

D)G) Water Service Deposits

(i) Residential

(a) Property Owner ----- None

(b) Lessor ----- \$50.00*

(ii) Commercial ----- \$60.00**

~~(iii) Turn-on fee following delinquent shut off ----- Full payment of bill plus \$50.00~~

*Refundable when account closed and paid in full

**Refundable if account remains current for one year

E) ~~D)~~ Water Use from Fire Hydrants and/or Temporary Meter Connection ----- \$1,000 deposit

(i) Rate ----- \$10.00 per day plus ~~\$2.00~~ \$2.08 per 1,000 gallons, \$50.00 minimum charge