



**AMENDED
CITY COUNCIL AGENDA**

Notice is hereby given that the Draper City Council will hold a **Business Meeting** on **Tuesday, July 15, 2014**, in the City Council Chambers at 1020 East Pioneer Road, Draper, Utah.

The Agenda will be as follows:

5:00 p.m. STUDY MEETING

1.0 Dinner

2.0 Discussion: Special Assessment Areas and Special Service Districts – LeGrand Bitter

3.0 Presentation: Park School – Allen Roberts, CRSA

4.0 Discussion: Bear Canyon Bridge – Brad Jensen

5.0 Council/Manager Reports

6:45 p.m. Children’s Parade

7:30 p.m. BUSINESS MEETING

1.0 Call to Order: Mayor Troy Walker

2.0 Comment/Prayer and Flag Ceremony

3.0 Presentation: Police Department Public Outreach – Chief Bryan Roberts

4.0 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.

5.0 Consent Items:

- a. Approval of June 24, 2014, Minutes
- b. Approval of July 1, 2014, Minutes
- c. **Resolution #14-47**, Amending the City Vehicle Usage and Expenses Policy
- d. **Resolution #14-48**, Amending the Separation Process of the Personnel Policies and Procedures Manual
- e. Approving the Sell of Surplus Property – Garbage Truck
- f. **Resolution #14-41**, Reappointing Craig Hawker and Scott McDonald as Alternate Members of the Planning Commission

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 Rachele Conner, MMC, City Recorder at (801) 576-6502 or rachele.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** **Action Item: Resolution #14-50**, Consideration of a resolution authorizing the issuance and sale of approximately \$5,000,000 aggregate principal amount of the City's general obligation refunding bonds (the "Bonds"); delegating to certain officers of the City the authority to approve the final terms and provisions of the Bonds within the parameters set forth therein; prescribing the form of Bonds; providing for the manner of execution and delivery of the Bonds; providing how the proceeds of the Bonds will be used and how payment of the Bonds will be made; providing for the publication of a Notice of Bonds to be Issued; providing for the running of a contest period; approving the distribution and execution of an official statement with respect to the Bonds; authorizing the taking of all other actions necessary for the consummation of the transactions contemplated by the resolution; and related matters. Staff report by Bob Wylie.
- 7.0** **Public Hearing: Resolution #14-46**, Amending the FY 2014-15 Budget. Staff report by Bob Wylie.
- 8.0** **Action Item: Agreement #14-121**, Contract with Cowdell & Woolley PC for Prosecution Services. Staff report by David Dobbins.
- 9.0** **Action Item: 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.
- 10.0** **Public Hearing: Ordinance #1117**, On the request of Draper City for approval of a Zoning Map Amendment changing the zoning designation from A5 (Agricultural) to A2 (Agricultural) and CR (Regional Commercial) on approximately 23.6 acres at 11559 South 300 West. The application is otherwise known as the *Riverview Chapel Rezone Request*. **This item will be continued to the August 5, 2014, City Council meeting.**
- 11.0** **Public Hearing: Ordinance #1112**, On the request of Jeff Mansell for approval of a Zoning Map Amendment changing the zoning designation from RA2 (Residential Agricultural) to R4 (Residential) on approximately 5.88 acres at 1230 East 13200 South. The application is otherwise known as the *Park Place Bungalows Zone Change Request*. Staff report by Keith Morey.
- 12.0** **Public Hearing: Ordinance #1098**, Electronic signs text amendment, for the purpose of allowing electronic signs on commercially zoned property in certain areas of the city. Staff report by Keith Morey.
- 13.0** **Public Hearing: Ordinance #1110**, On the request of Bryon Prince, representing Ivory Homes for approval of a Zoning Map Amendment changing the zoning designation from RA1 (Residential Agricultural) to R5 (Residential) on approximately 3.92 acres at 491 E. Kimballs Lane. The application is otherwise known as the *Cranberry Hills 18 Zone Change Request*. Staff report by Keith Morey.

- 14.0** **Public Hearing: Ordinance #1118**, Request to rezone approximately six acres from RA2 to RM1, located at 1375 E. Country Oak Lane. The requested rezone is linked to a development agreement that would allow for the construction of 24 new single-family homes, which will place the overall density at 4.25 dwelling units per acre. This item was previously known as the *B&B Rezone Request*, and is now known as the *Cottages at Country Oaks Request*. Staff report by Keith Morey.
- 15.0** **Public Hearing: Ordinance #1116**, On the request of Al Latimer for approval of a Text Amendment changing the text of Sections 9-26-070 and 9-26-090 to allow tower signs in the freeway frontage zones without consideration of building floor area. The application is otherwise known as the *Tower Signs Text Amendment Request*. Staff Report by Keith Morey.
- 16.0** **Adjourn to Closed Meeting** to discuss litigation, property acquisition, and the character and professional competence or physical or mental health of an individual. (If needed)

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 **15th** 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/pmn, and sent by facsimile to The Salt Lake Tribune, and The Deseret News.

Date Posted: July 11, 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 24, 2014, IN THE DRAPER CITY COUNCIL CHAMBERS, 1020 EAST PIONEER ROAD, DRAPER, UTAH.

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

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

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

Study Meeting

1.0 Dinner

2.0 Discussion: FY 2014-15 Budget

6:21:35 PM

2.1 David Dobbins, City Manager, reviewed the budget changes with the City Council. The changes included:

- Special Events position
- Increase to Mayor and Council salaries based on average pay in Salt Lake County
- Officer-in-Charge program
- On Call Pay for Detectives
- Slurry Seal – Traverse Ridge Road
- Dog Park

6:25:28 PM

2.2 Councilmember Stenquist noted the Cycle Park Community has been working on a proposal to build some additional trails by the Equestrian Center. When they have events at Corner Canyon, there are parking problems, and there is also a problem with bottle necking when the racers are trying to get to the single track. The idea is to add some additional trails that will be wider, which would allow events to have more of their trails at the equestrian center. It will also allow for the City to host short-track mountain bike events in this area without impacting the canyon. They can also have cycle track races. There is another discipline called cycle cross that is becoming popular in Utah. Utah is in line to get the Cycle Cross Nationals in 2017. He was talking to the promoters about it, and they do not have a good venue to host the events. They were looking at the Weber County Fairgrounds, but it is flat and not very interesting. They said if Draper had something like this, they would hold the 2017 event here. Councilmember Stenquist

stated there are two proposals. The first is a bare bones approach. The second is a deluxe proposal, which would include a pump track where the ball field is. The ball field would have to be removed. The cost for the basic version is approximately \$37,000 and the deluxe is \$81,000.

Mr. Dobbins noted they can take the money out of the CIP fund balance if the Council is interested in doing this.

Councilmember Stenquist noted this proposal was presented to the Parks and Trails Committee, and they have basically approved the plan. He is working with Brad Jensen and Greg Hilbig on it. There has been some labor donated. If the City decides to budget the money, Councilmember Stenquist stated he would still push the group to find sponsors and people to do in-kind donations.

Councilmember Vawdrey questioned how this would impact the equestrian center. Councilmember Stenquist replied it does not change any of the parking.

[6:41:15 PM](#)

3.0 Council/Manager Reports

3.1 The reports will be heard at the end of the business meeting.

4.0 Adjourn to Closed Meeting to discuss litigation, property acquisition, and the character and professional competence or physical or mental health of an individual.

[6:41:39 PM](#)

4.1 Councilmember Colbert moved to adjourn to a closed-door meeting to discuss litigation and the character and professional competence of an individual. Councilmember Rappleye seconded the motion.

[6:42:02 PM](#)

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

Business Meeting

[7:04:17 PM](#)

1.0 Call to Order

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

[7:04:52 PM](#)

**** Mayor Walker explained the rules for public comments, and opened the meeting for public comment. No one came forward speak.**

[7:06:28 PM](#)

2.0 Consent Items

- a. Agreement #14-117, Approving an Agreement with Canyons School District for a School Resource Officer for Draper Park Middle School and Corner Canyon High School.

[7:06:49 PM](#)

2.1 Councilmember Rappleye moved to approve the consent item. Councilmember Vawdrey seconded the motion.

[7:07:23 PM](#)

2.2 Mayor Walker noted Draper is quite fortunate to have these two beautiful new schools on the community. They are wonderful schools that serve the community well. He noted Officer Barnes is the Resource Officer, and he does a great job of interacting with the youth at a middle school and high school level. He adds an extreme amount of value just because of the quality of police officer he is.

[7:08:01 PM](#)

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

[7:08:18 PM](#)

3.0 Public Hearing: Resolution #14-43, adopting the FY 2014-15 Final Budget and Adopting the Certified Tax Rate.

[7:08:30 PM](#)

3.1 Bob Wylie, Finance Director, indicated this is the proposed final budget that would begin on July 1st. The City Council adopted the tentative budget in May, and there have been minor changes that have been discussed in previous work sessions. The City received the Certified Tax Rate of 0.001791, which is slightly down from last year's rate of 0.001887. He advised it is a balanced budget.

[7:10:09 PM](#)

3.2 Councilmember Colbert asked whether the decrease in the certified tax rate is due to the increase in property values in the community. Mr. Wiley indicated it is. It also includes the new growth.

[7:10:23 PM](#)

3.3 Councilmember Stenquist asked what the rate was last year. Mr. Wylie replied it was 1887. This year shows a little over 4.75 total percent reduction.

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3.4 Mr. Dobbins advised the budget does include the demolition of the Park School, money for slurry sealing Traverse Ridge Road, and a dog park on 300 East. They have talked about a wind study and reconstruction of Deer Ridge Drive; however, those items are not

in the budget, so the Council would have to amend it to include those. He also asked the Council to include the officer in charge program and the on call pay for the police officers. The budget does include a change in the prosecution services to outsource that function.

[7:12:38 PM](#)

3.5 Mayor Walker opened the public hearing.

[7:12:56 PM](#)

3.6 Rocco Vrba, Sandy resident, noted a few months ago he was approached by several land owners in Draper to do a wind analysis. There are some good opportunities for wind here in Draper. He distributed some materials to the Council in reference to windmills. He stated earlier this month the EPA made a push for a thirty percent carbon dioxide reduction, and the State has to comply with this in 2016. That will be difficult for Utah. Draper would financially benefit from the windmills, as Draper owns the property the windmills would be placed on. They would have to go through a feasibility process to fully access what the potential for this is. He noted Utah provides about five percent of its energy to renewable resources and only two percent of that is generated in Utah. Utah does not have a single wind farm that produces energy that stays in Utah.

[7:15:58 PM](#)

3.7 Ben Rasmussen, Draper City Prosecutor, advised there is a budget item to change the prosecution services for the City. He stated he has written an email describing his position as a full time prosecutor. He has served as the City prosecutor for approximately six and one half years. He said the value he is able to provide as a full-time prosecutor is significant to the City, and he is always available for the officers to contact with questions. That is not something the City will get with outsourcing that position. He noted regardless of how this turns out, he has appreciated the opportunity he has had to work with the City. Mr. Rasmussen expressed his hope that the City Council will take his comments into consideration.

[7:17:07 PM](#)

3.8 Shawn Benjamin 360 West 13165 South, noted he serves as an advisory for the Youth Council. They asked for a little more money this year. Their intent is to try to move away from City funding. This might not happen right away, but he would like the Youth Council to become self sufficient. Mr. Benjamin then noted every year it appears that the City shows a deficit in the five-year projection. He wondered if someone can address what is in place for that.

[7:18:58 PM](#)

3.9 LoyAnn Smith, 1344 East 12900 South, stated she has lived in Draper for thirty years. She said she lives in the south mountain area. She has traveled back east, and they have many wind farms there that are incredible. There are pros and cons to having them, but the people back east are pleased with the results and the power that comes from it. She expressed her opinion that this would be a good thing for Draper.

[7:20:37 PM](#)

3.10 Scott Forbes, Sandy resident, noted he is here on behalf of wind energy. It is a positive step for Draper to even look at this. There is a lot of good wind up there, and it would be a great space for windmills. It would be good to see Draper step up and be the marquee city to show the rest of the valley how to do it. He thanked the City Council and asked them to consider this.

[7:21:57 PM](#)

3.11 Wendy Forbes Vrba, Sandy resident, stated she grew up in Draper and would like to move back to Draper soon. She said there have been a lot of changes over the years, and she loves it. She said she and her husband have gone all over the country building wind farms. The wind farms bring a lot into the communities.

[7:23:28 PM](#)

3.12 Doug Ahlstrom, Draper City Attorney, noted tonight's budget talks about outsourcing the prosecution services for his office. That would involve removing two of his employees. Mr. Ahlstrom indicated he feels very strongly about this. They are great employees, and they provide a service to the City that they will not get through contract services. He said he does not know of another City of 42,000 people who can survive on one attorney. Mr. Ahlstrom stated Ben and Dean do so much for him, and he will not get that from a contracted criminal prosecutor. Mr. Ahlstrom advised that will make the legal services he provides to the City very difficult. Ben's email to the City Council outlines his and Dean's positions very well. These gentlemen are great people. He would hate to lose them, and they have represented the City very well. More importantly, the function they serve in providing all of the backup and coverage that he needs is immeasurable.

[7:25:13 PM](#)

3.13 Mayor Walker closed the public hearing.

[7:25:25 PM](#)

3.14 Councilmember Summerhays said he is not sure how the wind farm study funding was removed from the budget since last week it was a 4-0 vote to include it. The City does not have to spend any money right now, but it is a necessary evil because the carbon emissions have to be reduced by thirty percent in 2017. Draper has a premier hill for hang gliding, and it will not hurt any of that. The windmills would be further east. He would like to include the money in the budget to put out an RFP to see if the City wants to do it.

[7:28:01 PM](#)

3.15 Councilmember Stenquist moved to approve Resolution #14-43, adopting the FY 2014-15 Final Budget and adopt the certified tax rate with the addition of the on-call stipend for the Police Department. Councilmember Colbert seconded the motion.

[7:29:09 PM](#)

3.16 Councilmember Colbert noted he is a strong proponent of alternate energy; however, he is a little concerned with budgeting \$150,000 for a study right now. He said he would rather get more information before he makes that kind of commitment. Before they have a full scale wind study, he would like to know what the steps would be and what impacts would there be in proceeding with this. The Council can always amend the budget in the future to pay for the study once they receive additional information.

[7:31:27 PM](#)

3.17 Councilmember Summerhays noted he has opposed putting money into studies for many years. He said he does not understand how this item was removed when they had a 4-0 vote to have it in the budget.

[7:32:06 PM](#)

3.18 Mayor Walker clarified that the City Council talked about the wind study in the budget work session last week, but there was not a consensus to put it in the budget. As Mr. Dobbins spoke with the other Councilmembers, they were uncomfortable spending the money. Staff did not take it off the budget; it was never there.

[7:32:35 PM](#)

3.19 Councilmember Colbert stated he is still interested in looking at it to see the feasibility; however, he would like to get more information before committing the funds.

[7:34:08 PM](#)

3.20 Councilmember Summerhays moved to amend the motion to include the wind study.

[7:34:40 PM](#)

3.21 Councilmember Colbert asked whether there is something the City can do other than a full-scale wind study that would answer some questions. He would like to know what steps are involved in this before he commits funds.

[7:35:30 PM](#)

3.22 Mayor Walker asked if anyone would second the motion. The motion failed for lack of a second.

[7:35:47 PM](#)

3.23 Mayor Walker suggested Councilmember Summerhays amend the motion to state they will set aside some money to study potential wind power and the City can talk with the current power suppliers. If they did a wind study, and they determined that it is a good place for the windmills, the next battle would be dealing with whether or not the residents even want windmills up there. The City can look at concepts to see how the residents feel about them.

[7:36:51 PM](#)

3.24 Councilmember Colbert questioned whether they can do something for significantly less than \$150,000 to just start the conversation. He reiterated that he likes wind turbines.

[7:37:43 PM](#)

3.25 Mayor Walker suggested they have an open house to talk with the community about it to see what the attitude is.

[7:37:58 PM](#)

3.26 Councilmember Summerhays stated the big corporations as a whole will be against this. Mayor Walker stated it might not be fair to say they are against it. It might be good to hear their perspective on the windmills.

[7:38:36 PM](#)

3.27 Councilmember Stenquist recommended the next course of action is to have a presentation on windmills.

[7:39:00 PM](#)

3.28 Councilmember Rappleye suggested they put money in the budget for a pre-study for the windmills. Staff can gather information and obtain public input. If it looks like a viable option, they can then move forward with the wind study. He said they might be able to do that for \$75,000. He realizes it might cost them more money in the long run, but this might be a good way to move forward.

[7:41:22 PM](#)

3.29 Councilmember Summerhays moved to amend the motion to add \$75,000 to the budget to look at the alternative energy options and get community buy in. Councilmember Rappleye seconded the motion.

[7:42:00 PM](#)

3.30 Councilmember Vawdrey noted she is willing to do that; however, she wants to proceed cautiously. She wanted to be clear that she is not agreeing to spend that money. She said they need to see that this will be feasible before they agree to spend any money.

[7:43:36 PM](#)

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

[7:44:16 PM](#)

3.32 Councilmember Stenquist moved to amend the motion to include \$81,000 for additional trails at the Cycle Park. Councilmember Colbert seconded the motion.

[7:45:23 PM](#)

3.33 Councilmember Summerhays stated he is all for things like this; however, he did not see any additional full-time employees for the parks. Steve Linde asked for it last year and

this year, and he did not get it. Now they are adding more parks and so on for him to take care of. How the City is going to take care of it is a concern to him.

[7:46:16 PM](#)

3.34 Councilmember Colbert indicated the maintenance is a citywide problem across all of the parks. He expressed his opinion that they will have to start looking at some type of parks fee. The one thing that makes the community special is the amount of parks and trails. He stated he does not think this use will require additional employees. It is pretty much self-contained.

[7:47:04 PM](#)

3.35 Councilmember Summerhays noted they will still have to weed; they will have to spray the noxious weeds, and control the dust. No park is maintenance free.

[7:47:14 PM](#)

3.36 Mayor Walker commented that most of the mountain bike trails are low maintenance.

[7:47:20 PM](#)

3.37 Councilmember Stenquist advised that Councilmember Summerhays point is well taken. The City needs to address the understaffing of the Parks Department.

[7:47:36 PM](#)

3.38 Councilmember Rappleye stated the City will have to come up with a way to assess the amount the City charges for the events. That way, they can pay for adequate staffing. They also may want to look at the scope of how they charge instead of a flat rate, so there is an escalating fee. That way the big events on multiple days would be in a different fee category.

[7:49:30 PM](#)

3.39 Councilmember Summerhays noted they have been talking about putting a user fee on this for quite a while. He expressed his opinion that they need to do this now. The City has eighty miles of beautiful trails, and there should be a user fee charged now.

[7:52:31 PM](#)

3.40 Councilmember Vawdrey expressed her opinion that the City needs to be careful that they are looking at the big picture for that area. The Equestrian Center is going to fail if the City does not make some changes. She said she feels bad that no one is looking at that part of the area.

[7:54:09 PM](#)

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

[7:54:38 PM](#)

3.42 Councilmember Stenquist addressed some of the previous comments and a letter that he received in reference to the prosecution services. He recommended the Council study this some more before they make a decision.

[7:55:32 PM](#)

3.43 Mayor Walker asked whether Councilmember Stenquist's motion is to remove that item from the budget.

[7:55:36 PM](#)

3.44 Councilmember Stenquist moved to amend the motion to reinstate the full-time employees in the budget for the prosecution services. Councilmember Vawdrey seconded the motion.

[7:56:39 PM](#)

3.45 Councilmember Colbert noted he would like to study the pros and cons. He noted they may be going too fast on this item. He said they can still make a change, but he does not think they need to rush into the decision and he wants everyone to be notified well in advance.

[7:57:09 PM](#)

3.46 Councilmember Summerhays stated he would like to study this more as well. After they study this, he questioned how they would get it back in. Mr. Dobbins explained they would do a budget amendment.

[7:57:49 PM](#)

3.47 Councilmember Rappleye noted he appreciates Mr. Rasmussen's letter and Mr. Ahlstrom comments. Those are important to the process. It did bring up a lot of questions. He said he thought he was aware of most of these things. He asked whether it would leave the City short-handed if they go to a contract situation. He said he is supportive of putting the two full-time employees back into the budget while they study it further.

[7:59:53 PM](#)

3.48 Chief Roberts noted the Police Department would like to be a part of any future conversations in reference to this.

[8:00:21 PM](#)

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

[8:00:52 PM](#)

3.50 Councilmember Stenquist moved that the City replace the County's Certified Tax Rate with a rate of 0.001887. He would like to keep the same tax rate as last year. Councilmember Summerhays seconded the motion.

[8:02:13 PM](#)

3.51 Councilmember Colbert asked what is required in doing this. Mr. Dobbins stated he is not sure of the process. They would have to notice it. They cannot change the rate without having a Truth in Taxation hearing.

[8:03:12 PM](#)

3.52 Councilmember Stenquist advised he has a philosophical difference with the State Tax Law and how it works. He thinks there is a fundamental flaw in how the tax system works. It does not take into account any inflationary growth. It is not something he necessarily expects to pass, but wanted to throw it out there because he does not like the way the State Tax System works. He would rather keep a stable rate rather than how it works now. The City has short falls in areas such as parks and road maintenance. At some point, the City will have to start adding fees for parks and roads. At the end of the day, property tax should fundamentally keep up with the rate of increase or be funding the majority of the public safety services. Right now, the money received from property tax only covers about sixty percent of the public safety costs.

[8:06:00 PM](#)

3.53 Councilmember Colbert noted he is supporting Councilmember Stenquist because he would be interested in what the public has to say.

[8:06:12 PM](#)

3.54 Mr. Dobbins clarified that staff would notice for a public hearing at the higher tax rate, and hold a public hearing to receive input on the higher rate.

[8:06:59 PM](#)

3.55 Mayor Walker noted it might make more sense to make this a separate motion and not tie it to this budget. He questioned how they can approve a budget at a tax rate that is not the certified tax rate.

[8:07:46 PM](#)

3.56 Mr. Dobbins advised they would just be asking for a hearing to change the certified tax rate.

[8:07:54 PM](#)

3.57 Councilmember Stenquist noted this is how the normal process works. The State does not provide them the certified tax rate until the last minute. The City Council has this meeting to decide if they agree with that tax rate or if they want a different one. If they want a different rate, they are required to have an additional public hearing. This is how the process always works. If the City charged a fee, they would pay the same fee as everyone else. If they increase the property tax, theoretically, those that can afford more will pay more. It is a question of how the City Council feels structuring the taxes because whether it is a fee or a property tax, it is still a tax. He said he is more comfortable with a property

tax that puts more of a burden on those that can afford it more than a flat fee that impacts everyone exactly the same.

[8:09:57 PM](#)

3.58 Mayor Walker noted if Councilmember Stenquist wants to have a tax increase, they should notice it as a public hearing so the public can be involved. He said he assumes the public looks at the proposed budget and believes the City Council will adopt the equalized tax rate. Councilmember Stenquist clarified that this is how the process is supposed to work. It is just like the tentative budget. The City Council has to decide whether they are going to adopt the certified tax rate or if they are going to increase it. If they want to increase it, they have to invite the public to comment on the increase.

[8:10:33 PM](#)

3.59 Councilmember Colbert noted it cannot be increased without that formal hearing.

[8:10:52 PM](#)

3.60 Mr. Dobbins noted he and Mr. Wiley are not quite sure how the City does it at this point in the process.

[8:11:01 PM](#)

3.61 Councilmember Summerhays noted he understands what Councilmember Stenquist is doing, but at this point, he will take his second off the table. He would like to keep the budget as is.

[8:11:29 PM](#)

3.62 Mayor Walker noted the motion then fails for lack of a second.

[8:11:50 PM](#)

3.63 Councilmember Colbert noted it would be worthwhile to determine the process in case they have this debate in the future.

[8:12:57 PM](#)

3.64 Mayor Walker asked the City Council if they had any other amendments to make to the budget. There were none. He restated the various motions for the record.

[8:14:02 PM](#)

3.65 Councilmember Stenquist asked whether they needed to do anything with this budget in terms of Deer Ridge Drive. Mr. Dobbins advised they had looked at Deer Ridge Drive being reconstructed using funds from the General Fund as well as the Traverse Ridge Special Service District funds. They will talk about it in the TRSSD public hearing, but the direction they talked about last time was putting that off until they resolve some fundamental issues in terms of the structure of the TRSSD. The General Fund contribution has not been included at this point.

[8:14:57 PM](#)

3.66 Mayor Walker then called for a vote on the motion to adopt the final budget with the stated amendments. A roll call vote was taken with Councilmembers Colbert, Rappleye, Stenquist, and Vawdrey voting in favor. Councilmember Summerhays voted no. The motion carried with a majority vote of 4 to 1.

[8:15:24 PM](#)

4.0 Convene to a Traverse Ridge Special Service District Meeting.

[8:15:44 PM](#)

4.1 Councilmember Summerhays moved to recess the City Council meeting and convene to a Traverse Ridge Special Service District meeting. Councilmember Rappleye seconded the motion.

[8:16:02 PM](#)

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

4.3 The meeting recessed at 8:16 p.m.

4.4 The meeting reconvened at 8:20 p.m.

[8:20:59 PM](#)

4.5 Councilmember Summerhays moved to recess the City Council meeting and convene to a Redevelopment Agency meeting. Councilmember Rappleye seconded the motion.

[8:21:11 PM](#)

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

4.7 The meeting recessed at 8:21 p.m.

4.8 The meeting reconvened at 8:23 p.m.

[8:23:40 PM](#)

4.9 Councilmember Rappleye moved to recess the City Council meeting and reconvene to a Municipal Building Authority meeting. Councilmember Vawdrey seconded the motion.

[8:23:55 PM](#)

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

4.11 The meeting recessed at 8:23 p.m.

4.12 The meeting reconvened at 8:26 p.m.

[8:26:22 PM](#)

*** **Council/Manager Reports**

[8:26:39 PM](#)

*** Councilmember Stenquist stated he sent out an email earlier today in reference to the extension of the Porter Rockwell trail that has been constructed around the point of the mountain. It goes all of the way to the Utah County line now. It will be exciting once the trail connects. It will enable riders to go all the way from Sandy to Provo Canyon. Lehi City just needs to finish their portion of the trail to allow that to happen.

Councilmember Stenquist then noted Fort Street looks fantastic, but 13200 South does not. He asked where they are with the 13200 South project as well as the timing for the 1300 East project.

Councilmember Summerhays noted he spoke with Wayne Ballard that day. Mr. Ballard indicated that the contractor is doing a fantastic job, and the company has been very accommodating to the residents.

Glade Robbins, Public Works Director, indicated the contractor has done a great job on Fort Street. They finished it fourteen days ahead of schedule, so they will receive an incentive for that. They are having some issues on 13200 South. There are a few obstacles there that have not been cleared; however, they are making good progress. There is still one property they do not have access to, but overall it is progressing well.

Councilmember Stenquist questioned whether the City is planning to do 1300 East this year. Mr. Robbins clarified they will not be doing the reconstruction this year. They are installing the water line this year, but the total rebuild will be next year.

Mr. Ahlstrom indicated they held a hearing on the condemnation of Derek Coulter's property. The judge did not grant it at that time but requested a document from Todd Hammond, which has been provided. Mr. Coulter filed his memorandum of opposition today. The City will file their notice to submit in the morning. The judge did indicate last week that he would issue his decision in the City's favor. Mr. Coulter has indicated that he will appeal that decision; however, the City will still have access to the property. The City does not have occupancy on the Walsh property. Staff spoke with them, and they appeared to be okay with it; however, their attorney has filed motions in opposition. The City has filed the motion for occupancy two months ago. They will file their notice to submit on Monday.

Councilmember Stenquist then complimented the Public Works employees for their work in quickly fixing a problematic pot hole. He stated he emailed a picture of the pothole to

Mr. Dobbins and Mr. Robbins at 5:30 p.m. one evening, and the crews were fixing it by 7:30 a.m. the next morning.

8:35:54 PM

*** Councilmember Colbert said he was watching the local news, and a Salt Lake City law enforcement officer shot a dog in a backyard. He asked whether Draper reviews those stories to make sure that does not happen here. Mr. Dobbins noted they try to go over things like that with the officers.

8:39:33 PM

*** Councilmember Rappleye advised they have gone through many discussions for this year's grand marshal. He had a resident recommend Dale Kimball. Councilmember Rappleye stated he does not know this individual, but said he would throw out the name. Mr. Kimball is a sitting judge. Councilmember Rappleye said he will be agreeable to whatever the other Councilmembers want.

Councilmember Rappleye then reminded everyone that All Star Bowling will have their open house from 3:00 to 6:00 p.m. and a ribbon cutting at 3:45 p.m. tomorrow.

8:41:21 PM

*** Councilmember Vawdrey advised they just finished the Concert in the Park Series, and it was very nice. She then said she recently discovered that the parade route has been shortened. She realized it might be a necessity; however, it causes her a concern. The parade will not go around the historic park; it will just go down Fort Street. She said she knows it is hard for them to make the turn, but that area is where a lot of people go to see the parade.

Mr. Dobbins noted if they want it changed, staff will change it; however, there are consequences to doing it. The parade organizers made the change with staff's input. If the Council wants it to go around the park, staff will change it.

Councilmember Stenquist commented that there are many hours put in from people volunteering to assist with Draper Days, and he wants to make sure the City is supporting them. There may be negative comments from the community, and he wants to make sure the City is not throwing the Draper Days volunteers "under the bus".

Councilmember Vawdrey said she only brought this up because they have a problem with people parking on Fort Street so early. She questioned whether the City should do something about parking on Fort Street this year.

Mayor Walker indicated one of the problems with going around the park is the safety of the children.

Mr. Dobbins noted he will find out if the brochures are printed yet. If not, they will change it. The Draper Days committee met with him last week, and they changed the route due to them not being able to go through the City Hall parking lot.

Councilmember Vawdrey then advised the turnout for the election tonight was low. She said she had heard that Cities were allowed to do all vote by mail. She asked whether that would save the City money. Mayor Walker said it could save them money.

Councilmember Vawdrey questioned whether they need to have a grand marshal chosen tonight. The Council's consensus was to ask Kent Player to be the grand marshal.

8:51:37 PM

*** Councilmember Summerhays stated they are going ahead with the bridge at Big Willow. The Wadsworths are funding a large portion of the cost for the suspension bridge. Mr. Robbins indicated Brad Jensen has the renderings for this. They will bring them to the Council for their review.

Councilmember Summerhays reiterated that if the City is going to charge a fee for the parks and trails, they should do this soon. Mr. Dobbins noted staff will bring the potential fee information to the City Council in July.

8:55:34 PM

*** Mayor Walker noted he had the opportunity to associate with nearly 300 Mayors at the US Conference of Mayors this week. He stated it is interesting to see the differences of cities throughout the United States. In talking with Mayors from other states, Draper has it pretty good. They live in a nice place with balanced budgets and safety. The staff is lean but efficient. He was proud to be from Draper. He noted the Mayor from Dallas, Texas, hosted the group, and they did a really nice job. He stated he learned a lot from the conference, and he will be sharing the information with the other Council Members.

8:57:32 PM

4.13 Councilmember Vawdrey moved to go to a closed session to discuss personnel. Councilmember Colbert seconded the motion.

8:57:42 PM

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

Return to Agenda

CONSENT
ITEM #B

MINUTES OF THE DRAPER CITY COUNCIL MEETING HELD ON TUESDAY, JULY 1, 2014, IN THE DRAPER CITY COUNCIL CHAMBERS, 1020 EAST PIONEER ROAD, DRAPER, UTAH.

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

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

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

Study Meeting

1.0 Dinner

[5:53:38 PM](#)

2.0 Discussion: Zoning – Keith Morey

2.1 Keith Morey, Community Development Director, presented maps to the City Council with the current zones. He advised staff will be going through an extensive General Plan revision next year. A lot of the things they want to talk about tonight will help that process. Right now, they are having many rezone requests coming through their department, and staff would like to have a general idea of what the City Council would like to see in the city. That will help staff steer the developers as they come in to talk about their ideas. It is expensive to go through the rezone process.

The Council and staff then discussed the various zones in the city and the use of development agreements.

3.0 Council/Manager Reports

[6:32:10 PM](#)

3.1 Mr. Dobbins indicated some residents in the Traverse Ridge Special Service District (TRSSD) have submitted an application for a referendum on the TRSSD budget and certified tax rate. Staff has put together a timeline for the process. If they get enough signatures, this will be put on the ballot in November.

The Council and staff then discussed the process and the repercussions of this action. Mr. Dobbins indicated the City has asked their financial advisors to come up with the baseline service cost for the City and the costs for services in the TRSSD. LeGrand Bitters,

Special Service District Association, will come to the July 15th Study Session to discuss options with the City Council.

Mr. Dobbins noted there has been some discussion about what to do with the Ballard house on Fort Street and 13200 South. He asked the Council to think about what they would like done.

Mr. Dobbins then advised the City Code states the City has to give the Historic Preservation forty-five days after a demolition permit has been applied for. He asked whether the City Council wants staff to do the RFP for a contractor right now, so they can get the process started. The contractor will not start the demolition, but they would be able to start getting things in order in case that is the direction the City Council decides to go.

Business Meeting

[6:59:18 PM](#)

1.0 Call to Order

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

[6:59:44 PM](#)

2.0 Thought/Prayer and Flag Ceremony

[7:00:20 PM](#)

2.1 The thought was offered by Brigadier General Dallen Attack, Utah National Guard.

[7:03:21 PM](#)

2.2 The flag ceremony was performed by the Utah National Guard Color Guard.

[7:06:20 PM](#)

3.0 Citizen Comments

[7:09:11 PM](#)

3.1 Lindsey Goeckeritz, 727 Old English Road, noted she has formed a group to assist in reviving the proposal to use the old Park School as a community arts center complete with a theater. Based on a feasibility study done by Cooper, Roberts, Simons, and Associates, this plan would restore the exterior of the building and completely repurpose and renovate the interior. She has heard and respects the City's comments and concerns given at previous Council meetings regarding the safety of the building and the cost to preserve it. It is her understanding that there is no current estimate of cost for renovation, but the study being completed currently will address those concerns in depth. The Park School is an asset that the Arts in the Park committee feels could serve the community by being transformed into a vibrant community arts center that could provide a much needed arts venue for the south end of the Salt Lake Valley. The nearby Trax station could

provide easy access for those in the valley to come and enjoy the unique heritage in Draper and take advantage of the wonderful historic downtown area. At the June 17th Council meeting, a deadline of August 31st was given to provide a fully funded proposal for the Park School to the Council. She appreciates the Council's faith in her abilities to raise \$10 million that quickly; however, she asked whether a more realistic timeline could be given. She asked the City Council to extend the demolition of the Draper Park School for one year to allow her to raise the necessary funds to renovate the building.

[7:11:45 PM](#)

4.0 Recognition: Kent Player for his service as the Parks, Trails, and Recreation Committee Chair

- 4.1 Mayor Walker noted Mr. Player has served as the Chairman of the committee for many years. He and his wife are going to be the Grand Marshals in the Draper Days parade this year. The City presented Mr. Player with a print of the Historic Draper painting in City Hall to thank him for his service.

[7:17:17 PM](#)

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

[7:17:27 PM](#)

- 5.1 Councilmember Stenquist moved to pull Item E from the consent calendar. Councilmember Summerhays seconded the motion.**

[7:17:48 PM](#)

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

[7:18:12 PM](#)

- 5.3 Councilmember Stenquist moved to approve items A-D on the consent items. Councilmember Summerhays seconded the motion.**

[7:18:57 PM](#)

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

[7:19:23 PM](#)

5.5 Councilmember Stenquist moved to approve Item E on the consent calendar subject to the final plat meeting the City's driveway setbacks requirements. Councilmember Rappleye seconded the motion.

[7:20:16 PM](#)

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

[7:20:48 PM](#)

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.

[7:21:21 PM](#)

6.1 Keith Morey, Community Development Director, displayed an aerial map of the subject property. The future designation for the property is Residential Medium Density and the current zone is RA1 Residential. The applicant does intend to access this parcel from the private lane that runs on the south side of the property.

[7:22:38 PM](#)

6.2 Councilmember Summerhays asked where the acre of property that the City owns is located. He was told it was to the north of this property.

[7:23:10 PM](#)

6.3 Mayor Walker opened the public hearing

[7:24:15 PM](#)

6.4 Al Tumbridge, 781 East 11900 South, noted he does not have a problem with the zone change; however, he does have an issue with the parcel the City owns. He has had an agreement with the City for ten years to have a landscape buffer on the north end of the property, yet nothing has been done. It is a dust bowl that is continually driven on. The City would require him to landscape his property, and they should be held to the same standard.

[7:26:37 PM](#)

6.5 Mayor Walker closed the public hearing.

[7:26:49 PM](#)

6.6 Ty Vranes, applicant, noted they are not looking to develop 3 lots on this property because of the private drive. They will only have two lots that are at least 17,000 square feet. The R3 zone is consistent with the Draper City General Plan. They also have R3 in

the vicinity. The developers held a neighborhood meeting and did not have any opposition to the proposal.

[7:29:15 PM](#)

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

[7:29:34 PM](#)

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

[7:29:51 PM](#)

6.9 Councilmember Summerhays moved to approve Ordinance #1115, which would change the zoning designation from RA1 (Residential Agricultural) to R3 (Residential) on an approximately 1.0 acre site at 11953 South 800 East. Councilmember Vawdrey seconded the motion.

[7:30:33 PM](#)

6.10 Councilmember Summerhays noted this property has been up for sale for many years. This proposal fits with the general area.

[7:31:05 PM](#)

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

[7:31:18 PM](#)

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.

[7:31:49 PM](#)

7.1 Mr. Morey advised this request is to change the zone from RA1 to R3. He displayed a map of the area as well as pictures of the lot. He noted it appears that at some point there was intent that this would be a separate lot. The future land use designation is low to medium density residential, and the current zone is RA1. He reviewed the size of the surrounding parcels. He indicated staff feels this request meets the intent of the City Code and the zoning standard to suggest approval. The Planning Commission did forward a negative recommendation to the City Council.

[7:33:44 PM](#)

7.2 Councilmember Summerhays noted he always thought it was already split off. It has a swimming pool on the property and a grandmother's house to the side of it.

[7:34:21 PM](#)

7.3 Mayor Walker opened the public hearing.

[7:34:34 PM](#)

7.4 Sterling Farr, 965 East New Hope Drive, pointed out that the proposed request is not in conformance with the current Master Plan. He stated this property is directly south of one of Draper's historic homes. It is right next to a Victorian home on a one acre property, and it is also close to the remaining historic properties on Fort Street. The idea of putting a home on a one-third acre parcel does not fit very well with the character of the area. He said the current owner and occupant of the property will not be the last owner. If the zone is changed now, the next owner could put two additional homes on it. Low density housing and open space are critical and important pieces of the character of Draper, particularly in the historical part of the city. He urged the City Council to keep Fort Street the way it is unless they like the idea of becoming like the south part of Sandy. He asked them to deny this request.

[7:37:18 PM](#)

7.5 Andy Andrelczyk, 12934 Fort Street, agreed with Mr. Farr's statements. He noted he feels a strong need for open space and preserving the historic feel of Draper, and he does not think that changing the zoning is the way to meet those needs. He said he does not believe that the General Plan calls for R2 in this area. He does not want to see Fort Street turn into another 1300 East with the traffic problems.

[7:39:08 PM](#)

7.6 Mayor Walker closed the public hearing.

[7:39:21 PM](#)

7.7 Burgess Cline, applicant, noted he was born and raised in a house on Fort Street. His parents still live there. He loves Draper and does not want to see a lot of changes either. The current owners purchased the property with the impression that they had two separate lots. They found out the lot was subdivided illegally, so they are now asking for a zone change. The property owner would like to sell off the smaller lot to help with their finances and mortgage. The parcel is one-third acre, and there are other R3 developments in the vicinity. They are willing to spot zone the area in order to keep the .7 acre parcel in the RA1 zone, which would prohibit anyone from building three homes on the property. This lot is an eyesore in the area right now. They would like to build a small home there, which would clean up the area. They care about the value of the area.

[7:43:36 PM](#)

7.8 Councilmember Summerhays moved to suspend the rules. Councilmember Colbert seconded the motion.

[7:43:52 PM](#)

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

[7:44:16 PM](#)

7.10 Councilmember Summerhays moved to deny Ordinance #1105, which would change the zoning designation from RA1 (Residential Agricultural) to R3 (Residential) on approximately 1.0 acres located at 12845 South Fort Street. Councilmember Colbert seconded the motion.

[7:44:50 PM](#)

7.11 Councilmember Summerhays noted there are two homes on that property already. The mother-in-law lives in one, and there is the main home. They put a breezeway between the two homes in order to get a permit. That is why he is denying this request.

[7:45:48 PM](#)

7.12 Councilmember Colbert noted he will sustain the Planning Commission recommendation for denial. He stated half acre lots are fine in this area, but nothing smaller. The City needs to be careful with approving the R3 zoning in this area.

[7:46:24 PM](#)

7.13 Councilmember Stenquist stated he thinks one-third of an acre is not high density, and he does not necessarily feel it would be detrimental to the neighborhood. The homeowner does not want to maintain that property and would rather have a home there. Many of the existing lots on Fort Street are narrow long lots. A new house on this lot would not look much different than some of the existing narrow lots.

[7:48:53 PM](#)

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

[7:49:21 PM](#)

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.

[7:50:01 PM](#)

8.1 Mr. Morey displayed an aerial view of the property. This parcel was historically intended to be a Town Center with a commercial component. Their intent is to take the storm drain issues in the area and have an entry way feature. They would have single-family homes to realign the road to reduce speeds, and they would have higher-density homes around the circle. The developer recognized the value of the views the existing townhomes have, so they did a view analysis to make sure what they build does not impact the existing views. There has been support of the project from the neighbors, but there have also been some concerns. The developer has tried to address the concerns. Mr.

Morey noted there is an area that is intended for park space, and the developer will turn it over to the city. However, they will have an owners association to maintain it. They feel they might not have the expertise to maintain some of the equipment, so the developer has spoken with the Parks employees. The Parks employees have agreed to look at what maintenance would be involved with the equipment. The surrounding neighbors wanted good connectivity throughout the development, so the developers have put trail systems into their plan. There is a development agreement that addresses the concerns of the area. The Planning Commission is recommending approval.

[7:57:06 PM](#)

8.2 Mayor Walker opened the public hearing.

[7:57:34 PM](#)

8.3 James Alger, 14109 Senior Band Road, said he attended a Council meeting three months ago and introduced the developers to the City Council. The Planning Commission voted unanimously to change the zone. He noted this has been a breath of fresh air in working with these developers. He said he admires the integrity and ethics these developers have shown while working with the neighbors.

[8:00:29 PM](#)

8.4 Donna Evans, 1187 Bow Meadow Lane, questioned whether the City Council would approve the development agreement tonight along with the rezone. She suggested that the City Council hold off on approving this unless the development agreement is also approved. She loves the look of this proposal. The HOA sounds like a great idea, but how they collect dues is always a little sketchy. She suggested they set up a Special Service District to collect the fees in order to make it work.

[8:02:14 PM](#)

8.5 Ron Steed, 987 East Senior Band Road, advised he is not sure how the City Council can make an educated decision about this without a development agreement. He commented that the current townhomes are not harmonious with the community as a whole. He said he thinks this will make it even worse. The height of the units, since there is no definitive plan, might block the view of the existing homes. This area is served by Water Pro, and there are issues with water pressure. He is not sure what adding another eighty plus units will do to that existing problem. The traffic patterns are extremely dicey, and this would be difficult throughout the day due to the location of the school.

[8:05:27 PM](#)

8.6 Rod Coombs, 14212 Band Road, said he is delighted that there is a plan for this area. This is the first time seeing this plan, and it is visually appealing; however, he wants to be cautious. He asked whether there is a way to limit the rentals in this development. He said he is also concerned about parking issues on the street. He expressed appreciation that this is being cautiously looked at for solutions. He said he would like the agreements in place prior to this being improved.

[8:08:51 PM](#)

8.7 David Bennett, 921 East Spiers Lane, advised he has lived there for twelve years. Within the last twelve months there was a meeting at City Hall in reference to the parking in this area, and this proposal looks like it has even higher density. He does not see any parking lots, so he feels this might have a larger parking problem. He said he is concerned that the plan and the zone are not linked together. When the buses are running in the mornings and afternoons, it is hard to drive through the area. He urged the City Council to look at the traffic and do what they can to make it safe for the children walking to school.

[8:10:37 PM](#)

8.8 Brian Farmer, 14134 Peppy Band Road, stated his concerns are that the smaller units are three floors, which is forty-five feet in height. That will block a view. He said he has one of the highest units there, and his view will be blocked. There is nothing in writing stating how high these units will be, and that is a concern. The impact to the views will decrease the value of the homes.

[8:12:06 PM](#)

8.9 Aaron Lopez, 993 East Senior Band Road, reiterated some of the concerns brought up by other neighbors. He said he does not know how tall the other townhomes will be, so he does not know the impact to him. The garages are quite small, so people will park on the street, which creates congestion. The amphitheater is just south of this area, and the parking lots do not hold all of the vehicles of the people attending the programs. The vehicles are parked on the streets. He is also concerned about over crowding the elementary school.

[8:13:48 PM](#)

8.10 Lyle Page, 14148 Canyon Vista Lane, noted he also owns a unit in the townhouse development. He said he would like to see a development agreement in place prior to this zone change taking place. Parking is a huge issue in this area. There is always an issue with emergency vehicles getting through the area. He is concerned about the height of the units.

[8:15:06 PM](#)

8.11 Mayor Walker closed the public hearing.

[8:15:23 PM](#)

8.12 Tim Soffe, applicant, stated he has a lot of experience with this land. He designed City Hall to go on this property at one point. He said the property is currently in a holding zone of A5. He is requesting an RM1 zone, but they are not asking for the eight units per acre that is available in that zone. They have submitted a development agreement that limits the density according to the plan that will be an exhibit. They have drafted the development agreement, and it is part of the agenda packet. Staff has reviewed the agreement. Mr. Soffe indicated they are doing what they can to preserve the views. The portion of property of the proposed development is significantly lower than the existing development. The commitment to the existing neighbors is to try to keep the level of the

buildings lower than the first floor deck. As the property feathers down, they will lower the structures to two-stories on the edges in order to preserve the views. The developer has also agreed to locate the structures further away from the property line to help stabilize the slope. The development agreement specifies the density, product type, open space, how it will be built, and how it will be maintained. He asked the City Council to approve the development agreement and rezone. Mr. Soffe then reviewed some of the other features of the plan, which included the connectivity, a public park, and combining the three detention basins into two and treating them as an entrance feature to the development. The storm drains will be maintained by the City, and the landscape will be maintained by the HOA. They will also provide trail connectivity through the project and to the parks and schools. One of the big concerns they have tried to address is the protection of value. The developers are estimating the value of the proposed homes to be in the \$300,000 to \$600,000 range. As for parking, every unit will have a minimum of two-car garage and a two-car driveway. Some units could have more off-street parking available.

[8:22:19 PM](#)

8.13 Councilmember Summerhays asked whether there is any upper connection right now for the existing homes. Mr. Soffe displayed the access on a map. He noted it is quite a steep slope right now.

[8:24:18 PM](#)

8.14 Mr. Soffe commented that he really appreciates the help they have received from this neighborhood. It was a very interactive process, and he would like to be involved in more processes like this.

[8:25:18 PM](#)

8.15 Councilmember Stenquist stated he has appreciated the efforts that Mr. Soffe has made with the neighbors. He lives in this neighborhood and attended one of the meetings himself. Councilmember Stenquist said he bought a home across from the existing town homes prior to them being built, and his views got blocked by the townhomes. He knows what that feels like.

[8:26:19 PM](#)

8.16 Councilmember Summerhays noted there is a development agreement that goes along with the rezone request.

[8:27:19 PM](#)

8.17 Mr. Dobbins commented that because there is a development agreement with this application, if there is anything the developers have said they are willing to do that is not part of the development agreement, it needs to be a part of the motion. Staff wants to make sure the development agreement and expectations are very clear.

[8:28:43 PM](#)

8.18 Councilmember Rappleye asked what the maximum height allowed is in the current code. Morey explained it is thirty-five feet.

Councilmember Rappleye then noted what was planned for this area in the Master Plan had more density than what is being proposed now. Mr. Morey clarified that the zoning they are asking for now would actually allow more density than what they are showing the Council that they intend to build. Part of that was in an effort to be sensitive to the surrounding neighbors and from comments they had received from the neighbors.

[8:29:54 PM](#)

8.19 Mr. Dobbins indicated the City Code defines how the building heights are measured. It is not from the top of the roof. They look at the grade and the midpoint and determine the height from that. In this case, he recommended the City Council determines the maximum height and how it is measured.

[8:30:38 PM](#)

8.20 Councilmember Summerhays stated he would like the developer to spell out the exact number of units allowed in the development.

[8:31:09 PM](#)

8.21 Councilmember Rappleye stated the City Council should go through the development agreement to make sure all of the details are spelled out how the City Council wants them.

[8:31:26 PM](#)

8.22 Councilmember Summerhays said Councilmember Stenquist spoke with some neighbors and received comments. He asked what the comments were. Councilmember Stenquist noted any comments that he received via email he forwarded on to the rest of the Council. He said he will make sure he continues to forward on anything he receives for the record. People are ready for this property to be developed. It is an eye sore right now, and it is not a good piece of property. Generally, people are supportive of the project. At one time, this was zoned commercial, so there was an expectation of having an opportunity for retail. That is very important from a revenue standpoint. However, many of the neighbors would prefer residential. In reality, this is not a very commercially viable piece.

[8:34:04 PM](#)

8.23 Councilmember Colbert asked whether the two cul-de-sacs are private lanes. Mr. Soffe responded that they are, and they are thirty-five foot in width.

Councilmember Colbert noted there have been issues with emergency access on the private roads. There is also a concern with vehicles parking on the street. Mr. Soffe stated each unit will have at least four off-street parking spaces, so that should help.

Councilmember Colbert then expressed concern with some of the infrastructure in the park being maintained by City staff. In reality, this park will probably not be used by any residents that do not live in this subdivision. The parks crews are already understaffed. Mr. Soffe explained they sat down with Brad Jensen. Mr. Jensen voiced his concern with

taking care of the landscape maintenance because they do not have the man power. However, they do have the expertise to maintain the playground equipment and trails, which they like to do. This development will have maintenance crews that excel in landscape maintenance that will take care of that aspect.

Councilmember Colbert advised HOAs can work but often they do not. He said he does not know what will happen if the HOA decides they no longer want to maintain it.

[8:38:07 PM](#)

8.24 Councilmember Rappleye said he has been disappointed with how many of the projects in this area have failed, and he is hopeful this one will go through. A development agreement is one way to make sure that happens. He said he thinks the park issue can be addressed if there is some good strong language included in the development agreement and perhaps a performance bond that is included long term so it stays with the property.

[8:39:34 PM](#)

8.25 Mr. Soffe commented that a lot of times it is what they saddle an HOA with. If people are happy with the amenities and they are using the amenities, they are happy to pay for them. If they get good use out of a small well maintained park with a play ground, and it is inclusive of their yards and snow removals, the HOAs success rate goes way up. If there are too few units that are trying to take care of more than they can handle, then the residents are not happy. The balance he is trying to create is a public facility that the City does not maintain but does have the expertise for trails and equipment. The concept should work.

[8:41:19 PM](#)

8.26 Councilmember Stenquist recommended the City Council allow this item to follow the regular course. He said he is concerned about the two cul-de-sacs being private. He would like to better understand how this would work.

[8:42:04 PM](#)

8.27 Councilmember Summerhays stated every year since he has been on the Council, Councilmember Stenquist has brought up the parking issues in his neighborhood when there is snow. This will be the same thing. He asked Mr. Soffe to look at options for snow removal. Mr. Soffe advised he will look into that. He said they realize they have a lot of detail work to accomplish with this project.

[8:43:07 PM](#)

8.28 Councilmember Rappleye advised the spec elevations for the single-family homes are very impressive, and he hopes they really end up looking like that. Mr. Soffe indicated they recognize the value of the area up there. It is intrinsic to this area, and to under shoot it would be a travesty.

[8:43:37 PM](#)

8.29 Councilmember Stenquist commented that in the big picture and a potential Trax stop here, part of the impetus of allowing higher density in the area is to have a good location

for a Trax station. They will keep reminding UTA that there should be a Trax station here.

[8:44:28 PM](#)

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.

[8:45:02 PM](#)

9.1 Mr. Morey displayed a map of the subject property. There are three existing homes on the property, and some would be removed. The future Land Use Map shows this area to be Community Commercial. There were some concerns expressed at the Planning Commission meeting in terms of setbacks and buffering. Staff feels this application meets all of the requirements of the intended zone, and they believe any concerns of the residents could be addressed in the site plan process.

[8:46:53 PM](#)

9.2 Councilmember Colbert asked whether they can cremate at the mortuary. Jennifer Jastremsky, Planner, noted it would not be allowed at this location.

[8:48:01 PM](#)

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

[8:48:32 PM](#)

9.4 Chad Anderson, applicant, advised he does not want to be compared to SereniCare. This is a totally different type of business. He currently owns Goff Mortuary in Midvale, and they currently serve a lot of the residents in Draper. He said he is interested in placing a nice facility in Draper to further serve those residents. This facility will not have a crematory.

[8:49:34 PM](#)

9.5 Councilmember Rappleye asked how many buildings they are planning for this site. Mr. Goff replied he is currently working on the site plan, and there will only be one building. However, the home on the south of the property will not be taken down. There would be two structures. The mortuary will face south and will have a colonial style. They will enter off 700 East.

[8:51:27 PM](#)

9.6 Councilmember Stenquist moved to suspend the rules. Councilmember Summerhays seconded the motion.

[8:51:40 PM](#)

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

[8:51:50 PM](#)

9.8 Councilmember Stenquist moved to approve Ordinance #1114, which would change the zoning designation from RA1 (Residential Agricultural) to CC (Community Commercial) on approximately 1.7 acres located at 11859 South 700 East. Councilmember Summerhays seconded the motion.

[8:52:09 PM](#)

9.9 Councilmember Stenquist noted this is a busy street and is perfect for a commercial corridor. This use is harmonious with the area and will be a benefit for the residents.

[8:52:47 PM](#)

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

[8:52:59 PM](#)

10.0 Action Item: Agreement #14-101, For approval of a Franchise Agreement with TW Telecom of Utah, LLC.

[8:53:17 PM](#)

10.1 Doug Ahlstrom, City Attorney, advised he received an inquiry from TW Telecom to establish a franchise in Draper. He communicated with them and gave examples of franchises the City has already entered into. TW Telecom is interested in entering into the agreement for ten years. Most of the build out will be in commercial areas and not in residential.

[8:54:24 PM](#)

10.2 Jerry Oldroyd, applicant, introduced himself and advised he is an attorney for Ballard Spahr.

[8:54:45 PM](#)

10.3 Councilmember Stenquist asked whether the intention is to run fiber optic cable to commercial areas. Mr. Oldroyd indicated this is primarily for commercial and enterprise companies. It has been their market plan for many years. TW Telecom has been in business for a number of years, and they have been very profitable. They are very anxious to provide telecom and high speed broadband to business and enterprise customers in the Wasatch Front area.

Councilmember Stenquist asked whether they will be seeking permits to install the infrastructure under the roads or will they be going overhead on poles. Mr. Oldroyd replied it depends on the engineering and what the easiest and most commercially reasonable way to get to a customer. The preference is always underground because it is

more stable; however, it is more disruptive to the city. It is usually cheaper and faster to use the existing poles.

[8:56:58 PM](#)

10.4 Councilmember Rappleye noted he spent a lot of years working on these agreements in a prior profession in the cable industry. He advised ten years for a franchise agreement is really on the shorter end. This is a pretty standard agreement.

Mr. Oldroyd agreed that it is a standard agreement. He said he has worked closely with Mr. Ahlstrom to accomplish this. He complimented Mr. Ahlstrom for being so helpful and the timeliness of his comments. It has been a very good process for them.

[8:58:04 PM](#)

10.5 Councilmember Summerhays asked whether this company is in other states. Mr. Oldroyd responded they are not in the entire country. They do a lot in the west. The company is headquartered in Colorado. They are looking for a national footprint.

[8:58:57 PM](#)

10.6 Councilmember Rappleye moved to approve Agreement #14-101, approving a franchise agreement with TW Telecom of Utah, LLC. Councilmember Vawdrey seconded the motion.

[8:59:19 PM](#)

10.7 Councilmember Rappleye advised everything looks in order. He thanked Mr. Oldroyd for his comments. This is something the businesses need. This is a good service for the business community and will help tech companies grow.

[8:59:47 PM](#)

10.8 Councilmember Stenquist noted the City received franchise tax revenue. He asked whether there is any idea of how much revenue will be generated. Mr. Ahlstrom explained those taxes are paid directly to the State Tax Commission, so until he receives their report he cannot say how much this will bring in. He has looked at the other two franchises, and they are very different in amounts.

Mr. Oldroyd noted the amount generated will be dependent on how successful they are with customers. The rate is based on gross revenue.

[9:01:01 PM](#)

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

11.0 Action Item: Resolution #14-45, Amending the Consolidated Fee Schedule

[9:01:26 PM](#)

11.1 Bob Wylie, Finance Director, advised staff is proposing two changes to the consolidated fee schedule. The first is related to the cemetery fees. This will increase the fee for burials and openings and closings on weekends and holidays. The increase is an additional \$200. The second change is for the water rates. The Jordan Valley Water Conservancy District has adopted a 3.9 percent increase, and staff is proposing those costs be passed on to the customer. Staff is also proposing the delinquent administrative fee of \$50 be moved from the water deposit and into a separate line item in the water fee.

[9:02:55 PM](#)

11.2 Councilmember Colbert asked whether the residents are only charged the administrative fee if their water is turned off. Mr. Wiley explained the fee is charged when staff cuts the late notice and Public Works sends it out. It is usually several months out.

[9:03:21 PM](#)

11.3 Councilmember Vawdrey moved to approve Resolution #14-45, amending the consolidated fee schedule. Councilmember Rappleye seconded the motion.

[9:03:42 PM](#)

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

[9:03:56 PM](#)

**** Council/Manager Reports**

[9:04:14 PM](#)

****** Councilmember Rappleye thanked Chief Roberts for Deputy Chief Eining stepping in to check out some suspicious individuals at the Trax Station. He also thanked him for the reports the City Council is receiving in references to the calls for service. It is important for the City Council to know what is going on in the community.

Councilmember Rappleye then indicated they are starting to see a lot of graffiti in the community and it is not being removed. The City used to do a good job handling that. It is important for the community to stay on top of that. Chief Roberts replied it is a concern on the Police Department also. The School Resource Officer's are now assigned as the graffiti investigators. They work Monday through Friday, and they will be spear heading the efforts.

[9:06:15 PM](#)

****** Councilmember Colbert advised there has been some tagging along Highland Drive at the new development near the Fire Station. It is a shame to see that.

[9:06:52 PM](#)

** Councilmember Vawdrey commented that the Children's Parade is scheduled for July 15th, and they have the presentation scheduled for Special Assessment Areas. Mr. Dobbins noted he will look at the timing to see if they have to make changes.

Councilmember Rappleye noted he also might want to look at the times for the Safety night in August.

Councilmember Vawdrey then advised someone brought to her attention that there will only be two officers assigned at the rodeo. She said that concerns her if that is really the case. They need more officers than that. Chief Roberts stated he will look into it and get back with her.

The Council agreed that there would need to be additional officers at the rodeo.

Councilmember Vawdrey indicated she would like to have a field trip to the Equestrian Center. They need a group to spearhead efforts to make the area more usable and work together on the improvement for the bikes.

Councilmember Rappleye said he would like to look at options to add parking to that area.

[9:10:12 PM](#)

** Councilmember Summerhays said it is time to think seriously about having a demolition derby. They would have to finish a couple of the shuts, and they would have to get some bleachers. It will take a minimum of two years to get this going, and it will be a minimal cost.

Councilmember Colbert noted there are probably things they can use the Equestrian Center for.

Councilmember Vawdrey commented that if they can expand the parking lot and make the arena how they need it, they could have someone market it. However, it is not ready yet.

Councilmember Summerhays advised a gentleman had asked him to talk to the Council about a property acquisition, so he would like to add that to the closed door.

[9:14:21 PM](#)

** Councilmember Colbert indicated the Unified Fire Authority has people in SunCrest doing brush removing. He expressed his appreciation for them moving forward with this.

Councilmember Rappleye noted they are going to try to put together a press conference to get some public acknowledgement for these efforts.

[9:16:12 PM](#)

** Mayor Walker indicated that Senator Hatch, as part of the 113th Congress, recognized

fallen officer Derek Johnson in the Congressional record. Senator Hatch has provided copies of that record for the City and Derek's family. Senator Hatch also mentioned the Utah County Deputy that was killed as well.

[9:16:57 PM](#)

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

[9:17:00 PM](#)

12.1 Councilmember Summerhays moved to adjourn to a closed door meeting. Councilmember Rappleye seconded the motion.

[9:17:15 PM](#)

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

12.3 The meeting adjourned at 9:17 p.m.

[Return to Agenda](#)

CONSENT

ITEM #C

REQUEST FOR COUNCIL ACTION

To:	Mayor & City Council
From:	Garth Smith
Date:	July 15, 2014
Subject:	Amending Section 9020 – City Vehicle Usage and Vehicle Expenses of the Personnel Policies and Procedures Manual
Applicant Presentation:	N/A
Staff Presentation:	Garth Smith, Human Resources & Emergency Svcs. Director
RECOMMENDATION:	
Adopt Resolution No. 14-48, which amends Section 9020 of the Personnel Policies and Procedures Manual, which is the city vehicle usage and vehicle expenses section.	
BACKGROUND AND FINDINGS:	
The changes being proposed to the City's vehicle usage and vehicle expenses section of the personnel manual are being made to clearly state what restrictions apply to the use of city vehicles by emergency response personnel and incorporates the requirements of Section 41-6a-1716 Utah Code Annotated, as amended, that outlines how cell phone and other handheld wireless communication devices may be used while driving city vehicles.	
PREVIOUS LEGISLATIVE ACTION:	
N/A	
FISCAL IMPACT: Finance Review: _____	
<ul style="list-style-type: none">• None	
SUPPORTING DOCUMENTS:	
<ul style="list-style-type: none">• Proposed Resolution No. 14-48.• Section 41-6a-1716 Utah Code Annotated, as amended.	

RESOLUTION NUMBER 14-48

A RESOLUTION OF THE DRAPER CITY COUNCIL AMENDING SECTION 9020 – CITY VEHICLE USAGE AND VEHICLE EXPENSES OF THE PERSONNEL POLICIES AND PROCEDURES MANUAL

WHEREAS, the City Council from time to time reviews, amends and adopts personnel policies and procedures to assist in the efficient utilization of scarce City resources and the fair and uniform application of requirements regarding City operations and City employees; and

WHEREAS, the City Council has reviewed Section 9020 and has determined a need to amend the City Vehicle Usage and Vehicle Expenses section of the Personnel Policies and Procedures Manual; and

WHEREAS, the City Council finds the amendment of this policy is in the best interest of Draper City and the employees of Draper City.

NOW, THEREFORE, be it resolved by the City Council of Draper City, State of Utah as follows:

Section 1. Amendment. The Draper City Council hereby amends and adopts Section 9020 of the Personnel Policies and Procedures Manual to read as attached hereto as Exhibit “A.”

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

Section 3. Effective Date. This resolution shall become effective immediately upon passage by the City Council.

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

DRAPER CITY

BY: _____
Draper City Mayor

ATTEST:

Draper City Recorder

EXHIBIT "A"

Section 9020 - CAR CITY VEHICLE USAGE AND VEHICLE EXPENSES

General Policy Statement:

City owned vehicles may be provided to employees with demonstrated business needs. Additionally, employees may be compensated for use of their own vehicles on City business. All such expenses will be compensated subject to the following guidelines.

Guidelines Policy:

1. City Vehicles. City vehicles may be provided to employees as business needs warrant.
 - A) Compensable Expenses. Fuel, tolls, parking, and related expenses will be compensated for when incurred for approved business activities.
 - B) Personal Use of City Vehicles Prohibited. City vehicles shall not be used for commuting or other personal purposes except as follows.
 - (i) Certain Emergency Response Employees due to the nature of their position or functional area of responsibility may be assigned a City vehicle in the performance of their job or function. Such vehicle may incidentally be used for commuting purposes to facilitate expeditiously responding to after hour calls, or assisting with emergencies. Any such employee must have written authorization from their Department Head Director.
 - (ii) Emergency Response Employees. To qualify as an Emergency Response Employee an employee must live within a 25-30 mile radius driving distance on paved roads of from City Hall.
 - (iii) All IRS regulations shall be followed if a City vehicle is used for commuting purposes.
 - (iv) Mileage Record. Employees permitted City vehicles for commuting must document miles and dates driven.
 - (v) Department Heads Directors are responsible for identifying and scheduling Emergency Response Employees and monitoring vehicle usage records to ensure compliance with Draper City Policy and IRS regulations.
 - (vi) Employees with City Vehicles unavailable for emergency response due to vacation, personal unavailability, seasonal needs, or other circumstances do not qualify as Emergency Response Employees during these periods of time and are subject to IRS regulations.
2. Employee-Owned Vehicles. Employees using their own cars for business purposes must receive prior authorization from their Department Head Director.
 - A) Mileage Allowance. A mileage allowance, which may vary from year to year, for all costs related to vehicle operation, will be provided. Mileage will be paid at the current rate specified by the IRS.
 - B) Mileage Record. Employees must keep a detailed record of mileage for approved travel to ensure accurate compensation.
 - C) Related Compensation. Parking charges, tolls, and other related expenses are compensable upon presentation of receipts, if incurred for business-related travel. However, all fuel, maintenance and depreciation expenses are considered to be included in the standard mileage rate.
 - D) Approval. The employee's Department Head Director or the City Manager must approve claims for mileage allowance and related compensation.

E) **Vehicle Allowance.** In limited instances, a monthly vehicle allowance may be granted to those who travel regularly on City business. This allowance is in lieu of a mileage and miscellaneous reimbursement allowance for all travel. Employees with vehicle allowances are expected to use the vehicle at no additional cost to the City for City related travel within a 50 mile radius of City Hall. Employees with vehicle allowances, who use their personal vehicle and who travel beyond a 50 mile radius of City Hall for City related business will be compensated at the mileage rate established by the IRS for tax purposes. Employees who receive monthly allowances are prohibited from using a City owned vehicle except in the case of an emergency. An emergency does not include the unavailability of the employee's car.

F) **Use of City vehicles for non-City business related purposes are prohibited.** Employees who are scheduled to respond on-call, outside of regular work hours may be assigned an appropriate City vehicle to make such response from their homes. Such assignments, except in case of emergencies, shall be approved by the City Manager. Commuting miles are subject to IRS regulations and must be reported annually on forms provided by the City.

3. **Employee Responsibilities.** Employees are accountable for the responsible operation of City cars, personal vehicles, or rentals when traveling for business purposes. An employee who drives any vehicle on City business must:

A) **License.** Be a responsible driver and possess a current driver's license.

B) **Carry Insurance Coverage.** Ensure that they have vehicle liability insurance in at least the minimum amounts required by state law and carry proof of such coverage. The employee assumes liability for his or her personal vehicle in work-related travel.

C) **Employee Impairment.** No employee may operate a City vehicle or City equipment while his or her performance is impaired by alcohol or any controlled substance or over-the-counter drug. An employee taking a prescription drug for a bona fide medical condition shall notify his or her supervisor. The supervisor shall notify their Department Director of the situation ~~who shall~~ and the Department Director may make reasonable accommodation of the condition or place the employee on sick leave ~~as required~~ to ensure the safety of the employee, co-workers and public, after consulting with the Human Resources Director and City Attorney.

D) **Check Vehicle.** Inspect the vehicle and confirm that it is in safe operating condition.

E) **Obey Traffic Laws.** Observe all traffic laws including wearing a seat belt.

(i) **Assume Responsibility for Fines.** Pay any fines or parking violations incurred while driving on City business.

(ii) **City Vehicle Cell Phone Use.** ~~Employees are prohibited from talking on a cell phone while driving a City vehicle or talking on a cell phone on City business while operating their private vehicle.~~ Employees shall only use cell phones or other handheld wireless communication devices while driving in accordance with Section 41-6a-1716 Utah Code Annotated, as amended. Law enforcement officers or emergency service employees may use cell phones, handheld wireless devices or laptop computers while driving a City vehicle when acting within the scope of their employment.

4. **Compliance.** The employee and Department ~~Head~~ Director are responsible to ensure that all related policies are followed and established safety standards met.

5. **Accidents.** An employee involved in an accident while traveling on City business must immediately report the incident (regardless of how minor) to his or her Department ~~Head~~ Director and Police Department having jurisdiction.

ADOPTION – AMENDMENTS – REVISIONS

Amended 08/01/2006

Resolution No. 06-48

41-6a-1716. Prohibition on using a handheld wireless communication device while operating a moving motor vehicle -- Exceptions -- Penalties.

(1) As used in this section:

(a) "Handheld wireless communication device" means a handheld device used for the transfer of information without the use of electrical conductors or wires.

(b) "Handheld wireless communication device" includes a:

(i) wireless telephone;

(ii) text messaging device;

(iii) laptop; or

(iv) any substantially similar communication device that is readily removable from the vehicle and is used to write, send, or read text or data through manual input.

(2) Except as provided in Subsection (3), a person may not use a handheld wireless communication device while operating a moving motor vehicle on a highway in this state to manually:

(a) write, send, or read a written communication, including:

(i) a text message;

(ii) an instant message; or

(iii) electronic mail;

(b) dial a phone number;

(c) access the Internet;

(d) view or record video; or

(e) enter data into a handheld wireless communication device.

(3) Subsection (2) does not prohibit a person from using a handheld wireless communication device while operating a moving motor vehicle:

(a) when using a handheld communication device for voice communication;

(b) to view a global positioning or navigation device or a global positioning or navigation application;

(c) during a medical emergency;

(d) when reporting a safety hazard or requesting assistance relating to a safety hazard;

(e) when reporting criminal activity or requesting assistance relating to a criminal activity;

(f) when used by a law enforcement officer or emergency service personnel acting within the course and scope of the law enforcement officer's or emergency service personnel's employment; or

(g) to operate:

(i) hands-free or voice operated technology; or

(ii) a system that is physically or electronically integrated into the motor vehicle.

(4) A person convicted of a violation of this section is guilty of a:

(a) class C misdemeanor with a maximum fine of \$100; or

(b) class B misdemeanor if the person:

(i) has also inflicted serious bodily injury upon another as a proximate result of using a handheld wireless communication device in violation of this section while operating a moving motor vehicle on a highway in this state; or

(ii) has a prior conviction under this section, that is within three years of:

(A) the current conviction under this section; or

(B) the commission of the offense upon which the current conviction is based.

Amended by Chapter 416, 2014 General Session

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CONSENT

ITEM #D

REQUEST FOR COUNCIL ACTION

To:	Mayor & City Council
From:	Garth Smith
Date:	July 15, 2014
Subject:	Amending Section 5100 – Employment Separation Procedures of the Personnel Policies and Procedures Manual
Applicant Presentation:	N/A
Staff Presentation:	Garth Smith, Human Resources & Emergency Srvs. Director
RECOMMENDATION:	
Adopt Resolution No. 14-47, which amends Section 5100 of the Personnel Policies and Procedures Manual, which is the employment separation procedures section.	
BACKGROUND AND FINDINGS:	
The changes being proposed to the City’s separation procedures section of the personnel manual are being made to reflect the City’s practices and to clarify that the City will issue final paychecks for separating employees according to Section 34-28-5 Utah Code Annotated, as amended.	
PREVIOUS LEGISLATIVE ACTION:	
N/A	
FISCAL IMPACT: Finance Review: _____	
<ul style="list-style-type: none">• None	
SUPPORTING DOCUMENTS:	
<ul style="list-style-type: none">• Proposed Resolution No. 14-47.• Section 34-28-5 Utah Code Annotated, as amended.	

RESOLUTION NUMBER 14-47

A RESOLUTION OF THE DRAPER CITY COUNCIL AMENDING SECTION 5100 –EMPLOYMENT SEPARATION PROCEDURES OF THE PERSONNEL POLICIES AND PROCEDURES MANUAL

WHEREAS, the City Council from time to time reviews, amends and adopts personnel policies and procedures to assist in the efficient utilization of scarce City resources and the fair and uniform application of requirements regarding City operations and City employees; and

WHEREAS, the City Council has reviewed Section 5100 and has determined a need to amend the Employment Separation Procedures section of the Personnel Policies and Procedures Manual; and

WHEREAS, the City Council finds the amendment of this policy is in the best interest of Draper City and the employees of Draper City.

NOW, THEREFORE, be it resolved by the City Council of Draper City, State of Utah as follows:

Section 1. Amendment. The Draper City Council hereby amends and adopts Section 5100 of the Personnel Policies and Procedures Manual to read as attached hereto as Exhibit “A.”

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

Section 3. Effective Date. This resolution shall become effective immediately upon passage by the City Council.

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

DRAPER CITY

BY: _____
Draper City Mayor

ATTEST:

Draper City Recorder

Exhibit "A"

Section 5100 - ~~TERMINATION~~ EMPLOYMENT SEPARATION PROCEDURES

General Policy Statement

The City recognizes that an employee may leave the service of the City of Draper for any reason, whether voluntary or involuntary. The City reserves the right to ~~may~~ involuntarily terminate an employee's employment for cause, an employee not successfully completing a probationary employment period, an employee's employment status being "at-will", reorganization, obsolescence of a function, ~~or due to~~ budgetary constraints or as a cost savings measure, etc. It is the objective of the City to have all separations handled in a manner that is respectful and professional on the part of the City and the employee.

Guidelines Policy:

1. ~~Voluntary Termination.~~ All employees ~~shall~~ should provide written advance ~~notice of their intention~~ when they intend to voluntarily leave the City employment. The notice will state the reason for the resignation and give the date of departure. To ensure an orderly transition, the following time periods shall be followed:
 - A) ~~Department Heads-Directors and Other-Exempt Appointed Employees.~~ At least four (4) weeks' notice ~~should~~ shall be provided, unless more or less notices has been agreed to be given. ~~(Vacation may not be included in the four (4) week notice period, unless agreed to by the City Manager.)~~
 - B) ~~All Other Employees.~~ At least two (2) weeks' notice should be provided. ~~(Vacation may not be included in the two (2) week notice period, unless agreed to by the employee's Department Director.)~~
 - C) ~~Withdrawal of Resignation.~~ A withdrawal of a resignation may not be allowed without the permission of the City Manager. The City Manager shall receive a recommendation from the employee's Department Director before granting or denying permission for the employee's resignation to be withdrawn.
2. ~~Approval by the City Manager: Involuntary Terminations.~~ All involuntary terminations of an employee for cause or other reasons shall be reviewed and approved by the City Manager, after receiving a recommendation from the employee's Department Director, the Human Resources Director and the City Attorney. The Department ~~Head~~ Director is responsible for all ~~related~~ paperwork and documentation related to an employee's involuntary termination. ~~, which must also be coordinated with the Personnel Administrator. All separations shall be fully documented and should include:~~ involuntary terminations of employees for serious behavior problems shall comply with the provisions and procedures of Section 5030 – Corrective Action – Performance Improvement.
 - A) ~~Appropriate Support Information—Appraisals, corrective-action documents, etc.;~~
 - B) ~~Specific Incidents—Full documentation of detailed events that led up to the separation (as appropriate); and~~
 - C) ~~Conclusions—The final reason(s) for separation.~~
3. ~~Involuntary Termination Procedures—When conducting an involuntary termination, Department Heads should observe the following recommendations:~~
 - A) ~~Confidentiality—Involuntary terminations shall be dealt with privately and professionally.~~
 - B) ~~Meeting—The meeting should be brief and should be controlled so that no opportunity to argue about the termination exists.~~
 - C) ~~Clear Rationale—The basic reasons for the termination (the same as those documented in the employee file) should be explained. No vague, unsupported statements or opinions should be made.~~

- ~~D) Information. As appropriate, information regarding benefits (such as COBRA) and other applicable City policies will be provided.~~
 - ~~E) Documentation. A record of the termination meeting shall be completed and filed in the employee's personnel file.~~
- 4.3. Exit Interviews. An exit interview should be offered to and conducted with each separating ~~terminating~~ employee when possible. Two City representatives shall be present if the exit interview involves a particularly sensitive situation. Exit interviews should be utilized to obtain information that will promote better employee selection, placement, training, and managerial practices, and to retain the goodwill of the employee. During exit interviews, ~~the Department Head~~ a Human Resources Department representative ~~will obtain and~~ shall discuss ~~the following information:~~
- A) Reasons for ~~Termination~~ Separation. ~~Record the~~ The employee's principal motivation and circumstances for leaving and the original or copy of the employee's resignation letter or other written documentation related to their separation, shall be placed in their personnel file.
 - B) Employee Feedback. ~~Note complaints~~ Complaints, criticisms, or suggestions that the employee may have regarding ~~his or her~~ the position, working conditions, co-workers, supervisor, department, Department ~~Head~~ Director; ~~etc.~~
 - C) Benefits. ~~Explain benefits~~ Benefits available to ~~terminating~~ separating employees, including COBRA;
 - D) Return City Property. ~~Ensure that~~ That City property, (keys, credit cards, uniforms, cell phones, ~~etc.~~) and equipment have been returned and that failure to return City property may result in the City billing employee for the value of said property.
 - E) Confidentiality. As appropriate, remind the employee of his or her obligation to continue to protect confidential City information.
 - F) Correct Address. Ensure that the employee's personal records (such as address) are current.
 - G) References. Explain the City's reference policy.

~~Two City representatives shall be present if the exit interview involves a particularly sensitive situation.~~

- 6.4. Paychecks. Employees who are ~~discharged~~ involuntarily terminated or who voluntarily terminate their employment will be paid in accordance with state law. ~~requirements.~~ Employees who are involuntarily terminated shall be paid any unpaid wages and earned accruals, except for sick leave within 24 hours of the time of their separation. Employees who voluntarily terminate will be paid any unpaid wages and earned accruals, except for sick leave on the City's next payday after their separation date.
- 6.5. Payment for Accrued Leave. Payment for accrued vacation and compensation time ~~will~~ shall be provided at ~~termination~~ separation. However, no payment ~~will~~ shall be made for accrued sick leave.
- 7.6. Severance and Release. At the City Manager's discretion and with the consent of the City Council ~~approval~~, severance pay may be provided ~~terminating~~ to terminated employees ~~and~~ provided a release of legal claims ~~may be~~ is first obtained.
- 8.7. Failure to Follow ~~Guidelines~~ Policy Provisions. Failure to follow ~~these guidelines~~ the provisions of this policy shall not be a basis for appealing ~~the~~ an involuntary termination.
- 8.8. Non-Discriminatory Terminations. As part of ~~our~~ the City's Equal Employment Opportunity (EEO) commitment, all involuntary terminations ~~will~~ shall be conducted on a non-discriminatory basis.
- 10. ~~Compliance with Due Process Requirements. All involuntary terminations for cause shall comply with the pre-termination hearing and post-termination appeal proceedings as set forth in Section 5030 and as required by law.~~

34-28-5. Separation from payroll -- Resignation -- Cessation because of industrial dispute.

(1) (a) Whenever an employer separates an employee from the employer's payroll the unpaid wages of the employee become due immediately, and the employer shall pay the wages to the employee within 24 hours of the time of separation at the specified place of payment.

(b) (i) In case of failure to pay wages due an employee within 24 hours of written demand, the wages of the employee shall continue from the date of demand until paid, but in no event to exceed 60 days, at the same rate that the employee received at the time of separation.

(ii) The employee may recover the penalty thus accruing to the employee in a civil action. This action shall be commenced within 60 days from the date of separation.

(iii) An employee who has not made a written demand for payment is not entitled to any penalty under Subsection (1)(b).

(2) If an employee does not have a written contract for a definite period and resigns the employee's employment, the wages earned and unpaid together with any deposit held by the employer and properly belonging to the resigned employee for the performance of the employee's employment duties become due and payable on the next regular payday.

(3) If work ceases as the result of an industrial dispute, the wages earned and unpaid at the time of this cessation become due and payable at the next regular payday, as provided in Section 34-28-3, including, without abatement or reduction, all amounts due all persons whose work has been suspended as a result of the industrial dispute, together with any deposit or other guaranty held by the employer for the faithful performance of the duties of the employment.

(4) This section does not apply to the earnings of a sales agent employed on a commission basis who has custody of accounts, money, or goods of the sales agent's principal if the net amount due the agent is determined only after an audit or verification of sales, accounts, funds, or stocks.

Amended by Chapter 297, 2011 General Session

[Return to Agenda](#)

CONSENT

ITEM #E

REQUEST FOR COUNCIL ACTION

To:	<u>Mayor & City Council</u>
From:	<u>Bob Wylie, Finance Director</u>
Date:	<u>July 15, 2014</u>
Subject:	<u>Sale of Surplus 2010 Garbage Truck</u>
Applicant Presentation:	<u>None</u>
Staff Presentation:	<u>Bob Wylie, Finance Director</u>
RECOMMENDATION:	
Approve auction of surplus property as listed below via Public Surplus Auction website.	
BACKGROUND AND FINDINGS:	
The following item has reached the end of its expected useful life and has already been replaced with budgeted funds from fiscal year 2014 (normal replacement rotation).	
<u>Item</u>	<u>ESTIMATED Value</u>
2010 Autocar ACX64 Garbage Truck VIN 5VCACRJFAH210121	\$90,000
PREVIOUS LEGISLATIVE ACTION:	
None	
FISCAL IMPACT: Finance Review: _____	
Revenue from sale of asset will be recorded in the Solid Waste Fund	
SUPPORTING DOCUMENTS:	
<ul style="list-style-type: none">• Report from Kim Beck, City Treasurer• Picture of vehicle	



TO: Honorable Mayor and City Council

FROM: Kim Beck, City Treasurer/Purchasing Agent
801-576-6514, kim.beck@draper.ut.us

DATE: July 15, 2014

SUBJECT: Surplus Property

RECOMMENDATION

Approve auction of surplus property as listed below via Public Surplus Auction website.

DISCUSSION

The following item has reached the end of its expected useful life and has already been replaced with budgeted funds from fiscal year 2014 (normal replacement rotation).

<u>Item</u>	<u>ESTIMATED Value</u>
2010 Autocar ACX64 Garbage Truck VIN 5VCACRJFAH210121	\$90,000

Finance Department

1020 E Pioneer Rd | Office: (801) 576-6318 | Fax: (801) 576-6389



[Return to Agenda](#)

CONSENT

ITEM #F

RESOLUTION NO. 14-41

**A RESOLUTION APPOINTING SCOTT MCDONALD AND
CRAIG HAWKER AS ALTERNATE MEMBERS OF THE
DRAPER CITY PLANNING COMMISSION**

WHEREAS, the Draper City Council has adopted Ordinances which provide for the appointment of members and alternates to the Draper City Planning Commission and;

WHEREAS, the Planning Commission is responsible to oversee the proper development of the City in accordance with pertinent City ordinances and provisions of Chapter 9, Title 10, of the Utah Code Annotated, as amended; and

WHEREAS, Scott McDonald and Craig Hawker have expressed willingness to be reappointed as members of the Draper City Planning Commission and to regularly participate in its deliberations.

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

Section 1. Appointment. Scott McDonald and Craig Hawker are hereby appointed as alternate members of the Draper City Planning Commission according to the laws, ordinances and regulations governing the Planning Commission and its members for the terms of July 1, 2014, to June 30, 2015.

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 15th DAY OF JULY, 2014.

DRAPER CITY

Mayor Troy Walker

ATTEST:

Rachelle Conner, City Recorder

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ITEM #6

City of Draper, Utah

July 15, 2014

The City Council (the “Council”) of the City of Draper, Utah (the “Issuer”), met in regular public session at the regular meeting place of the Council in Draper, Utah, on Tuesday, July 15, 2014, at the hour of 7:00 p.m., with the following members of the Council being present:

Troy K. Walker	Mayor
William Colbert	Councilmember
Bill Rappleye	Councilmember
Jeff Stenquist	Councilmember
Alan Summerhays	Councilmember
Marsha Vawdrey	Councilmember

Also present:

David Dobbins	City Manager
Rachelle Conner	City Recorder
Bob Wylie	Finance Director
Doug Ahlstrom	City Attorney

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, the City Recorder presented to the Council a Certificate of Compliance With Open Meeting Law with respect to this July 15, 2014 meeting, a copy of which is attached hereto as Exhibit A.

After due deliberation, the following Resolution was considered, fully discussed and, pursuant to motion made by _____ and seconded by _____, was adopted by the following vote:

AYE:

NAY:

The resolution was then signed by the Mayor in open meeting and recorded in the official records of the City Council of the City of Draper, Utah. The resolution is as follows:

CITY OF DRAPER, UTAH

Resolution Authorizing the Issuance and Sale of Not to Exceed
\$5,000,000 General Obligation Refunding Bonds Series 2014

Adopted July 15, 2014

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RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF CITY OF DRAPER, UTAH (THE “ISSUER”) AUTHORIZING THE ISSUANCE AND SALE BY THE ISSUER OF NOT MORE THAN \$5,000,000 AGGREGATE PRINCIPAL AMOUNT OF ITS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014 (THE “SERIES 2014 BONDS”); DELEGATING TO CERTAIN OFFICERS OF THE ISSUER THE AUTHORITY TO APPROVE THE FINAL TERMS AND PROVISIONS OF THE SERIES 2014 BONDS WITHIN THE PARAMETERS SET FORTH HEREIN; PRESCRIBING THE FORM OF BONDS; PROVIDING FOR THE MANNER OF EXECUTION AND DELIVERY OF THE SERIES 2014 BONDS; PROVIDING HOW THE PROCEEDS OF THE SERIES 2014 BONDS WILL BE USED AND HOW PAYMENT OF THE SERIES 2014 BONDS WILL BE MADE; PROVIDING FOR THE PUBLICATION OF A NOTICE OF BONDS TO BE ISSUED; PROVIDING FOR THE RUNNING OF A CONTEST PERIOD; APPROVING THE DISTRIBUTION AND EXECUTION OF AN OFFICIAL STATEMENT WITH RESPECT TO THE SERIES 2014 BONDS; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY FOR THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, to achieve a debt service savings, the City of Draper, Utah, (the “Issuer”) desires to refund and retire all or a portion of certain of its currently outstanding General Obligation Bonds, Series 2005(the “Refunded Bonds”); and

WHEREAS, the Issuer has the authority to issue and desires to issue its General Obligation Refunding Bonds Series 2014 (the “Series 2014 Bonds”) in the total aggregate principal amount of not to exceed \$5,000,000, pursuant to the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended (the “Refunding Bond Act”), for purposes of (a) refunding the Refunded Bonds and (b) paying costs of issuance of the Series 2014 Bonds; and

WHEREAS, the Refunding Bond Act provides for the publication of a “Notice of Bonds to be Issued,” and the Issuer desires to publish such a notice at this time in compliance with the Refunding Bond Act with respect to the Series 2014 Bonds; and

WHEREAS, the Issuer desires to approve and authorize the preparation and use of a Preliminary Official Statement relating to the Series 2014 Bonds, a Bond Purchase Agreement, and the preparation and use of any other documents deemed necessary in marketing the Series 2014 Bonds; and

WHEREAS, as permitted by Section 11-27-3 of the Refunding Bond Act and in order to allow flexibility in setting the pricing date of the Series 2014 Bonds and to optimize debt service savings to the Issuer, the Council desires to grant to the Mayor or

another Designated Officer (defined herein), in consultation with the Chief Financial Officer of the Issuer, the authority to approve the principal amounts, interest rates, terms, maturities, redemption features, and purchase price at which the Series 2014 Bonds shall be sold, and to execute a Terms Certificate setting forth the final terms of the Series 2014 Bonds, provided that such final terms do not exceed the parameters set forth in Article II of this Resolution;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Draper, Utah, as follows:

ARTICLE I

DEFINITIONS; AUTHORITY

Section 1.1 Definitions. As used in this Resolution, the following terms shall have the following meanings:

“Beneficial Owner” means, while DTC or its nominee is the registered owner of the Series 2014 Bonds, any person entitled to receive payment of principal of, premium, if any, and interest on Bonds and otherwise exercise ownership rights with respect to Bonds.

“Bond Fund” means the fund established under Section 4.2 hereof.

“Bondowner” “Bondholder,” “Owner” or “Registered Owner” means the registered owner of any Bond as shown on the registration books of the Issuer kept by the Bond Registrar.

“Bond Purchase Agreement” means that certain Bond Purchase Agreement in substantially the form of Exhibit D hereto to be entered into by the Issuer and the Underwriter, pursuant to which the Series 2014 Bonds will be sold to the Underwriter.

“Bond Registrar” means each Person appointed by the Issuer as registrar and agent for the transfer, exchange and authentication of the Series 2014 Bonds pursuant to Section 2.5 hereof. The initial Bond Registrar is U.S. Bank National Association.

“Business Day” means a legal business day on which banking business is transacted in the city in which the Paying Agent has its principal corporate trust office.

“Chief Financial Officer” means the Finance Director of the Issuer.

“Code” means the Internal Revenue Code of 1986, as amended.

“Continuing Disclosure Agreement” means that certain Continuing Disclosure Agreement to be executed by the Issuer and dated the date of issuance and delivery of the Series 2014 Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof, in substantially the form of Exhibit C hereto.

“Council” means the City Council of the City of Draper, Utah.

“City Recorder” means the City Recorder of the Issuer and references to the Deputy City Recorder means any Deputy City Recorder of the Issuer.

“Designated Officer” means any one of the Mayor of the Issuer, or, in the event of the absence or incapacity of the Mayor, his designee, including the Mayor pro tem of the Issuer, the City Manager, or the Finance Director. In the event of the absence or incapacity of the Mayor, the City Manager, the Finance Director or their designees, the Issuer shall appoint another officer of the Issuer to serve as the Designated Officer.

“DTC” means The Depository Trust Company as securities depository for the Series 2014 Bonds, or its successors.

“Escrow Account” means the Escrow Account or Accounts established in the Escrow Agreement.

“Escrow Agent” means the escrow agent appointed by a Designated Officer.

“Escrow Agreement” means, the Escrow Deposit Agreement by and between the Issuer and the Escrow Agent providing for payment of the interest on and the principal and the redemption price of the Refunded Bonds through the redemption date therefor, in substantially the form attached hereto as Exhibit F.

“Government Obligations” means direct obligations of the United States of America, or other securities, the principal of and interest on which are unconditionally guaranteed by the United States of America.

“Interest Payment Date” means each of the dates and as commencing as provided in the Terms Certificate.

“Issuer” means City of Draper, Utah.

“Mayor” means the Mayor or his designee, including the Deputy Mayor of the Issuer.

“Official Statement” means the Official Statement with respect to the Series 2014 Bonds, in substantially the form attached hereto as Exhibit E.

“Original Issue Date” means the date of delivery of the Series 2014 Bonds.

“Paying Agent” means each Person appointed by the Issuer as paying agent with respect to the Series 2014 Bonds pursuant to Section 2.5 hereof.

“Person” means natural persons, firms, partnerships, associations, corporations, trusts, public bodies and other entities.

“Record Date” means (i) with respect to each Interest Payment Date, the fifteenth day immediately preceding such Interest Payment Date, or if such day is not a regular Business Day of the Bond Registrar, the next preceding day which is a regular Business Day of the Bond Registrar, and (ii) with respect to any redemption of any Bond, such Record Date as shall be specified by the Bond Registrar in the notice of redemption, provided that such Record Date shall not be less than 15 calendar days before the mailing of such notice of redemption.

“Refunded Bonds” means that portion of the Issuer’s outstanding General Obligation Bonds, Series 2005 to be redeemed as determined in the Terms Certificate.

“Refunding Bond Act” means the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended.

“Representation Letter” means the blanket representations letter from the Issuer to the DTC.

“Resolution” means this Resolution authorizing the issuance and sale of the Series 2014 Bonds.

“Series 2014 Bonds” means the General Obligation Refunding Bonds, Series 2014, of the Issuer authorized hereby. The Series 2014 Bonds may be issued from time to time in one or more series and with designations for each such series.

“State” means the State of Utah.

“Terms Certificate” shall mean the certificate of the Issuer setting forth the final terms for the Series 2014 Bonds (within the parameters set forth herein) to be executed by the Designated Officer, attached hereto as Exhibit G.

“Treasurer” means the City Treasurer of the Issuer or any deputy thereof or other officer of the Issuer performing the functions of the Treasurer.

“Underwriter” for the Series 2014 Bonds means George K. Baum & Company pursuant to the Bond Purchase Agreement and the Terms Certificate.

Unless the context clearly indicates to the contrary, the terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder,” and any similar terms as used in this Resolution, refer to this Resolution in its entirety.

Section 1.2 Authority for Resolution. This Resolution is adopted pursuant to the Election, the Bond Act, and the Refunding Bond Act.

ARTICLE II

AUTHORIZATION, TERMS AND ISSUANCE OF BONDS

Section 2.1 Authorization of Bonds, Principal Amount, Designation and Series. In accordance with and subject to the terms, conditions and limitations established by the Refunding Bond Act and in this Resolution, a series of General Obligation Refunding Bonds of the Issuer is hereby authorized to be issued in the aggregate principal amount of not to exceed \$5,000,000. Such series of bonds shall be designated "City of Draper, Utah General Obligation Refunding Bonds, Series 2014." The name of the Series 2014 Bonds may be revised in the Terms Certificate. The Series 2014 Bonds may be issued in one or more series, from time to time and at any time within 12 months of the date of adoption of this Resolution, all within the parameters established hereby.

The Series 2014 Bonds shall be issued as fully registered Bonds, initially in book-entry form.

The Series 2014 Bonds shall be general obligations of the Issuer for the payment of which the full faith, credit and taxing power of the Issuer are hereby pledged, and the Issuer hereby agrees and covenants that it will annually cause to be levied a tax sufficient to pay the principal of, premium, if any, and interest on the Series 2014 Bonds as they fall due and payable and also to constitute a sinking fund to pay the principal, premium, if any, and interest when due.

Section 2.2 Purpose. The Series 2014 Bonds are hereby authorized to be issued for the purpose of (a) refunding the Refunded Bonds and (b) paying expenses reasonably incurred in connection with the issuance and sale of the Series 2014 Bonds.

Section 2.3 Bond Details; Delegation of Authority. (a) The Series 2014 Bonds shall mature on the dates and in the years and in the principal amounts, and shall bear interest (calculated on the basis of a year of 360 days comprised of twelve 30-day months) from the Original Issue Date payable on each Interest Payment Date at the per annum rates, all as provided in the Terms Certificate.

(b) There is hereby delegated to the Designated Officer, subject to the parameters set forth in this Resolution, the power to determine the following with respect to the Series 2014 Bonds and the Designated Officer is hereby authorized to make such determinations:

(i) the principal amount of the bonds necessary to accomplish the purpose of the Series 2014 Bonds set forth in Section 2.2 herein; provided, however, that the aggregate principal amount of the Series 2014 Bonds shall not exceed \$5,000,000;

(ii) the maturity date or dates and principal amount of each maturity of the Series 2014 Bonds to be issued; provided, however, that

the final maturity of all Series 2014 Bonds shall not be later than eleven (11) years from the date of issuance thereof;

(iii) the interest rate or rates of the Series 2014 Bonds; provided, however, that the net effective interest rate or rates to be borne by any Series 2014 Bond shall not exceed five percent (5.00%) per annum;

(iv) the sale of the Series 2014 Bonds to the Underwriter, and the purchase price to be paid by the Underwriter for the Series 2014 Bonds; provided, however, that the discount from par of the Series 2014 Bonds shall not exceed two percent (2.00%);

(v) whether the Series 2014 Bonds shall be subject to redemption prior to maturity; and

(vi) the bonds to be refunded as the Refunded Bonds; and

(vii) any other provisions deemed advisable by the Designated Officer not materially in conflict with the provisions of this Resolution.

Upon pricing of the Series 2014 Bonds by the Underwriter, the Designated Officer shall make the determinations provided above, and shall execute the Terms Certificate containing such terms and provisions on behalf of the Issuer, which execution shall be conclusive evidence as to the matters stated therein.

(c) Each Bond shall accrue interest from the Interest Payment Date next preceding the date on which it is authenticated, unless (i) it is authenticated before the first Interest Payment Date following the Original Issue Date, in which case interest shall accrue from the Original Issue Date, or (ii) it is authenticated upon an Interest Payment Date, in which case interest shall accrue from such Interest Payment Date; provided, however, that if at the time of authentication of any Bond interest is in default, interest shall accrue from the date to which interest has been paid. The Series 2014 Bonds shall bear interest on overdue principal at the aforesaid respective rates.

Section 2.4 Denominations and Numbers. The Series 2014 Bonds shall be issued as fully registered bonds, without coupons, in the denomination of \$5,000, or any integral multiple thereof. The Series 2014 Bonds shall be numbered with the letter prefix "R" and shall be numbered from one (1) consecutively upwards in order of issuance.

Section 2.5 Paying Agent and Bond Registrar. The Issuer hereby appoints US Bank, National Association to act as Paying Agent and Bond Registrar under the terms and conditions of this Resolution. The Issuer may remove any Paying Agent and any Bond Registrar, and appoint a successor or successors thereto. The Issuer shall submit to the Paying Agent or Bond Registrar, as the case may be, a notice of such removal at least 30 days prior to the effective date of such removal, and shall specify the date on which such removal shall take effect. Such removal shall take effect on the date that each

successor Paying Agent and Bond Registrar shall signify its acceptance of the duties and obligations imposed upon it by this Resolution by executing and delivering to the Issuer a written acceptance thereof.

The principal of, premium, if any, and interest on the Series 2014 Bonds shall be payable in any coin or currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of public and private debts. Principal of and premium, if any, on the Series 2014 Bonds shall be payable when due to the Registered Owner of each Bond at the principal office of the Paying Agent. Payment of interest on each Bond shall be made by check or draft mailed to the Person which, as of the Record Date, is the Registered Owner of the Bond, at the address of such Registered Owner as it appears on the registration books of the Issuer kept by the Bond Registrar, or at such other address as is furnished to the Bond Registrar in writing by such Owner on or prior to the Record Date.

Section 2.6 Redemption of Series 2014 Bonds.

(a) The Series 2014 Bonds shall be subject to redemption prior to maturity as specified in the Terms Certificate.

(b) The Series 2014 Bonds may be subject to mandatory redemption by operation of sinking fund installments as provided in the Terms Certificate. If the Series 2014 Bonds are subject to mandatory sinking fund redemption and less than all of the Series 2014 Bonds then outstanding are redeemed in a manner other than pursuant to a mandatory sinking fund redemption, the principal amount so redeemed shall be credited at 100% of the principal amount thereof by the Bond Registrar against the obligation of the Issuer on such mandatory sinking fund redemption dates for the Series 2014 Bonds in such order as directed by the Issuer.

(c) If fewer than all of the Series 2014 Bonds of any maturity are called for redemption, the Series 2014 Bonds to be redeemed shall be selected by lot by the Bond Registrar, in such manner as the Bond Registrar may deem fair and appropriate, each \$5,000 or principal amount of the Series 2014 Bonds being counted as one Series 2014 Bond for this purpose. If a portion of a Series 2014 Bond shall be called for redemption, a new Series 2014 Bond in principal amount equal to the unredeemed portion thereof shall be issued to the registered owner upon presentation and surrender thereof.

Section 2.7 Notice of Redemption.

(a) In the event any Series 2014 Bonds are to be redeemed, the Issuer shall cause notice of such redemption to be given as provided in this Section 2.7. Notice of redemption shall be given by the Bond Registrar by first class mail, postage prepaid, not less than thirty (30) nor more than sixty (60) days prior to the redemption date, to each Registered Owner of the Series 2014 Bonds to be redeemed, at the address shown on the registration books of the Issuer

maintained by the Bond Registrar on the Record Date specified in the notice of redemption, which Record Date shall be not less than fifteen (15) calendar days before the mailing of such notice, or at such other address as is furnished to the Bond Registrar in writing by such Registered Owner on or prior to such Record Date. Each notice of redemption shall state (i) the identification numbers, as established hereunder and the CUSIP numbers, if any, of the Series 2014 Bonds being redeemed, provided that any such notice shall state that no representation is made as to the correctness of CUSIP numbers either as printed on such Series 2014 Bonds or as contained in the notice of redemption and that reliance may be placed only on the identification numbers contained in the notice or printed on such Series 2014 Bonds; (ii) any other descriptive information needed to identify accurately the Series 2014 Bonds being redeemed, including, but not limited to, the original issuance date and maturity date of, and interest rate on, such Series 2014 Bonds; (iii) the Record Date; (iv) the redemption date; (v) the redemption price; (vi) the place of redemption; (vii) the total principal amount of Series 2014 Bonds to be redeemed; (viii) if less than all, the distinctive numbers of the Series 2014 Bonds or portions of Series 2014 Bonds to be redeemed and, if less than all of any Series 2014 Bond, the principal amount of each Series 2014 Bond that is to be redeemed; and (ix) that the interest on the Series 2014 Bonds or portion of Series 2014 Bonds in such notice designated for redemption shall cease to accrue from and after such redemption date and that on said date there will become due and payable on each of said Series 2014 Bonds or portions of Series 2014 Bonds the redemption price thereof and interest accrued thereon to the redemption date. Any notice mailed as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Registered Owner receives such notice. Failure to give such notice or any defect therein with respect to any Bond shall not affect the validity of the proceedings for redemption with respect to any other Bond.

(b) In addition to the foregoing notice, further notice of redemption shall be given by the Bond Registrar, at least two (2) business days in advance of the mailed notice to Registered Owners of Series 2014 Bonds to be redeemed, by registered or certified mail or overnight delivery service or facsimile transmission to the Purchaser and to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Series 2014 Bonds, and to one or more national information services that disseminate notices of redemption of obligations such as the Series 2014 Bonds. Such further notice shall contain the information required in the immediately preceding paragraph. Failure to give all or any portion of such further notice shall not in any manner defeat the effectiveness of a call for redemption.

For so long as a book-entry system is in effect with respect to the Series 2014 Bonds, the Bond Registrar will mail notices of redemption to Cede & Co. (DTC's partnership nominee) or its successor. Any failure of DTC to convey such notice to any DTC Participants or any failure of DTC Participants or Indirect Participants to convey such notice to any beneficial owner will not affect the sufficiency or the validity of the redemption of Series 2014 Bonds.

Each notice of optional redemption may further state that such redemption shall be conditional upon the receipt by the Paying Agent, on or prior to the date fixed for such redemption, of moneys sufficient to pay the principal of, premium, if any, and interest on such Series 2014 Bonds to be redeemed and that if such moneys shall not have been so received said notice shall be of no force and effect and the Issuer shall not be required to redeem such Series 2014 Bonds. If such condition is included in the notice of redemption and if sufficient moneys have not been deposited on the date fixed for redemption, then a notice stating sufficient moneys were not deposited and that no redemption occurred on that date shall be sent within a reasonable time thereafter, in like manner, to the registered owners of each Bond which was sent the notice of redemption.

If notice of redemption shall have been given as described above and the foregoing condition, if any, shall have been met, the Series 2014 Bonds or portions thereof specified in said notice shall become due and payable at the applicable redemption price on the redemption date therein designated, and if, on the redemption date, moneys for the payment of the redemption price of all the Series 2014 Bonds to be redeemed, together with interest to the redemption date, shall be available for such payment on said date, then from and after the redemption date interest on such Series 2014 Bonds shall cease to accrue and become payable.

Section 2.8 Partially Redeemed Series 2014 Bonds. In case any Bond shall be redeemed in part only, upon the presentation of such Bond for such partial redemption, the Issuer shall execute and the Bond Registrar shall authenticate and shall deliver or cause to be delivered to or upon the written order of the Registered Owner thereof, at the expense of the Issuer, a Series 2014 Bond or Series 2014 Bonds of the same series, interest rate and maturity, in aggregate principal amount equal to the unredeemed portion of such registered Bond. A portion of any Bond of a denomination of more than \$5,000 to be redeemed will be in the principal amount of \$5,000 or an integral multiple thereof and in selecting portions of such Series 2014 Bonds for redemption, each such Bond shall be treated as representing that number of Series 2014 Bonds of \$5,000 denomination which is obtained by dividing the principal amount of such Series 2014 Bonds by \$5,000.

Section 2.9 Book-Entry System.

(a) Unless otherwise specified in the Terms Certificate and except as provided in paragraphs (b) and (c) of this Section Section 2.9, the registered holder of all Bonds shall be, and the Series 2014 Bonds shall be registered in the name of Cede & Co. (“Cede”), as nominee of DTC. Payment of interest for any Bond, as applicable, shall be made in accordance with the provisions of this Resolution to the account of Cede on the interest payment date for the Series 2014 Bonds at the address indicated for Cede in the registration books of the Bond Registrar.

(b) The Series 2014 Bonds shall be initially issued in the form of a separate single fully registered Bond in the amount of each separate stated maturity of the Series 2014 Bonds. Upon initial issuance, the ownership of each such Bond shall be registered in the registration books of the Issuer kept by the

Bond Registrar, in the name of Cede, as nominee of DTC. With respect to Bonds so registered in the name of Cede, the Issuer, the Bond Registrar and any Paying Agent shall have no responsibility or obligation to any DTC participant or to any beneficial owner of any of such Bonds. Without limiting the immediately preceding sentence, the Issuer, the Bond Registrar and any Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC participant with respect to any beneficial ownership interest in the Series 2014 Bonds, (ii) the delivery to any DTC participant, beneficial owner or other person, other than DTC, of any notice with respect to the Series 2014 Bonds, including any notice of redemption, or (iii) the payment to any DTC participant, beneficial owner or other person, other than DTC, of any amount with respect to the principal or redemption price of, or interest on, any of the Series 2014 Bonds. The Issuer, the Bond Registrar and any Paying Agent may treat DTC as, and deem DTC to be, the absolute owner of each Bond for all purposes whatsoever, including (but not limited to) (1) payment of the principal or redemption price of, and interest on, each such Bond, (2) giving notices of redemption and other matters with respect to such Bonds and (3) registering transfers with respect to such Bonds. So long as the Series 2014 Bonds are registered in the name of Cede, the Paying Agent shall pay the principal or redemption price of, and interest on, all Bonds only to or upon the order of DTC, and all such payments shall be valid and effective to satisfy fully and discharge the Issuer's obligations with respect to such principal or redemption price, and interest, to the extent of the sum or sums so paid. Except as provided in paragraph (c) of this Section 2.9, no person other than DTC shall receive a Bond evidencing the obligation of the Issuer to make payments of principal or redemption price of, and interest on, any such Bond pursuant to this Resolution. Upon delivery by DTC to the Bond Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the transfer provisions of this Resolution, the word "Cede" in this Resolution shall refer to such new nominee of DTC.

Except as provided in paragraph (c)(iii) of this Section 2.9, and notwithstanding any other provisions of this Resolution, the Series 2014 Bonds may be transferred, in whole but not in part, only to a nominee of DTC, or by a nominee of DTC to DTC or a nominee of DTC, or by DTC or a nominee of DTC to any successor securities depository or any nominee thereof.

(c) (i) DTC may determine to discontinue providing its services with respect to the Series 2014 Bonds at any time by giving written notice to the Issuer, the Bond Registrar, and the Paying Agent, which notice shall certify that DTC has discharged its responsibilities with respect to the Series 2014 Bonds under applicable law.

(ii) The Issuer, in its sole discretion and without the consent of any other person, may, by notice to the Bond Registrar, terminate the services of DTC with respect to the Series 2014 Bonds if the Issuer determines that the continuation of the system of book-entry-only transfers

through DTC is not in the best interests of the beneficial owners of the Series 2014 Bonds or the Issuer; and the Issuer shall, by notice to the Bond Registrar, terminate the services of DTC with respect to the Series 2014 Bonds upon receipt by the Issuer, the Bond Registrar, and the Paying Agent of written notice from DTC to the effect that DTC has received written notice from DTC participants having interests, as shown in the records of DTC, in an aggregate principal amount of not less than fifty percent (50%) of the aggregate principal amount of the then outstanding Bonds to the effect that: (1) DTC is unable to discharge its responsibilities with respect to the Series 2014 Bonds; or (2) a continuation of the requirement that all of the outstanding Bonds be registered in the registration books kept by the Bond Registrar in the name of Cede, as nominee of DTC, is not in the best interests of the beneficial owners of the Series 2014 Bonds.

(iii) Upon the termination of the services of DTC with respect to the Series 2014 Bonds pursuant to subsection (c)(ii)(2) hereof, or upon the discontinuance or termination of the services of DTC with respect to the Series 2014 Bonds pursuant to subsection (c)(i) or subsection (c)(ii)(1) hereof after which no substitute securities depository willing to undertake the functions of DTC hereunder can be found which, in the opinion of the Issuer, is willing and able to undertake the functions of DTC hereunder upon reasonable and customary terms, the Series 2014 Bonds shall no longer be restricted to being registered in the registration books kept by the Bond Registrar in the name of Cede, as nominee of DTC. In such event, the Issuer shall execute and the Bond Registrar shall authenticate Bond certificates as requested by DTC of like principal amount, maturity and Series, in authorized denominations to the identifiable beneficial owners in replacement of such beneficial owners' beneficial interest in the Series 2014 Bonds.

(iv) Notwithstanding any other provision of this Resolution to the contrary, so long as any Bond is registered in the name of Cede, as nominee of DTC, all payments with respect to the principal or redemption price of, and interest on, such Bond and all notices with respect to such Bond shall be made and given, respectively, to DTC as provided in the representation letter of the Issuer addressed to DTC and DTC's operational arrangement.

(v) In connection with any notice or other communication to be provided to Holders of Bonds registered in the name of Cede pursuant to this Resolution by the Issuer or the Bond Registrar with respect to any consent or other action to be taken by such Holders, the Issuer shall establish a record date for such consent or other action by such Holders and give DTC notice of such record date not less than fifteen (15) days in advance of such record date to the extent possible.

Section 2.10 Sale of Series 2014 Bonds. (a) The sale of the Series 2014 Bonds is hereby approved as follows:

(i) The Series 2014 Bonds authorized to be issued herein shall be sold to the Underwriter at an aggregate price as shall be determined pursuant to the authority delegated under Section 2.3 hereof, on the terms and conditions to be set forth in the Bond Purchase Agreement, and upon the basis of the representations therein set forth. The Issuer hereby ratifies, confirms and approves all actions heretofore taken on behalf of the Issuer by the Designated Officers and other officials of the Issuer in connection with the sale of the Series 2014 Bonds.

(ii) To evidence the acceptance by the Issuer of the Bond Purchase Agreement, the Designated Officers are hereby authorized and directed to execute and deliver, and the City Recorder or Deputy City Recorder to attest, the Bond Purchase Agreement substantially in the form attached hereto as Exhibit D, with such changes, omissions, insertions and revisions as the Designated Officers shall deem advisable, his or her execution and delivery thereof to constitute conclusive evidence of such approval.

Section 2.11 Continuing Disclosure Agreement. The Designated Officers are hereby authorized, empowered and directed to execute and deliver, and the City Recorder or Deputy City Recorder to seal, countersign and attest, the Continuing Disclosure Agreement in substantially the same form as now before the Issuer and attached hereto as Exhibit C, or with such changes therein as the Designated Officer shall approve, his or her execution thereof to constitute conclusive evidence of approval of such changes. When the Continuing Disclosure Agreement is executed and delivered on behalf of the Issuer as herein provided, the Continuing Disclosure Agreement will be binding on the Issuer and the officers, employees and agents of the Issuer, and the officers, employees and agents of the Issuer are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Agreement as executed. Notwithstanding any other provision of this Resolution, the sole remedies for failure to comply with the Continuing Disclosure Agreement shall be the ability of the beneficial owner of any Series 2014 Bond to seek mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under the Continuing Disclosure Agreement.

Section 2.12 Execution of Bonds. The Series 2014 Bonds shall be executed on behalf of the Issuer by the Mayor and attested by the City Recorder or the Deputy City Recorder (the signatures of the Mayor and attested by the City Recorder or the Deputy City Recorder being either manual and/or by facsimile) and the corporate seal of the Issuer or a facsimile thereof shall be impressed or imprinted thereon. The use of such facsimile signatures of the Mayor and attested by the City Recorder or the Deputy City Recorder and such facsimile of the seal of the Issuer on the Series 2014 Bonds is hereby authorized, approved and adopted by the Issuer as the authorized and authentic execution,

attestation and sealing of the Series 2014 Bonds by said officials. The Series 2014 Bonds shall then be delivered to the Bond Registrar for manual authentication by it. The Certificate of Authentication shall be substantially in the form provided in Section 5.1 hereof. Only such of the Series 2014 Bonds as shall bear thereon a Certificate of Authentication, manually executed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution, and such certificate of the Bond Registrar shall be conclusive evidence that the Series 2014 Bonds so certified have been duly registered and delivered under, and are entitled to the benefits of this Resolution and that the Registered Owner thereof is entitled to the benefits of this Resolution. The Certificate of Authentication of the Bond Registrar on any Bond shall be deemed to have been executed by it if (i) such Bond is signed by the Bond Registrar, but it shall not be necessary that the same officer sign the Certificate of Authentication on all of the Series 2014 Bonds issued hereunder or that all of the Series 2014 Bonds hereunder be certified as registered by the same Bond Registrar, and (ii) the date of authentication of the Bond is inserted in the place provided therefor on the Certificate of Authentication.

The Mayor and the City Recorder or the Deputy City Recorder are authorized to execute, attest, countersign and seal from time to time, in the manner described above, Bonds (the "Exchange Bonds") to be issued and delivered for the purpose of effecting transfers and exchanges of Bonds pursuant to Article III hereof. At the time of the execution, attestation and sealing of the Exchange Bonds by the Issuer, the payee, principal amount, CUSIP number, if any, maturity and interest rate shall be in blank. Upon any transfer or exchange of Bonds pursuant to Article III hereof, the Bond Registrar shall cause to be inserted in appropriate Exchange Bonds the appropriate payee, principal amount, CUSIP number, if any, maturity and interest rate. The Bond Registrar is hereby authorized and directed to hold the Exchange Bonds, and to complete, certify as to registration and authenticate and deliver the Exchange Bonds, for the purpose of effecting transfers and exchanges of Bonds; provided, however, that any Exchange Bonds registered, authenticated and delivered by the Bond Registrar shall bear the same series, maturity and interest rate as Bonds delivered to the Bond Registrar for exchange or transfer, and shall bear the name of such payee as the Registered Owner requesting an exchange or transfer shall designate; and provided further that upon the delivery of any Exchange Bonds by the Bond Registrar a like principal amount of Bonds submitted for transfer or exchange, and of like series and having like maturities and interest rates, shall be canceled. The execution, attestation and sealing by the Issuer and delivery to the Bond Registrar of any Exchange Bond shall constitute full and due authorization of such Bond containing such payee, principal amount, CUSIP number, if any, maturity and interest rate as the Bond Registrar shall cause to be inserted, and the Bond Registrar shall thereby be authorized to authenticate and deliver such Exchange Bond in accordance with the provisions hereof.

In case any officer whose signature or a facsimile of whose signature shall appear on any Bond (including any Exchange Bond) shall cease to be such officer before the issuance or delivery of such Bond, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until such issuance or delivery, respectively.

Section 2.13 Delivery of Bonds; Application of Proceeds. The Series 2014 Bonds shall be delivered to the Underwriter at such time and place as provided in the Bond Purchase Agreement. The Finance Director or other authorized officer of the Issuer is hereby authorized and instructed to make delivery of the Series 2014 Bonds to the Underwriter and to receive payment therefor in accordance with the terms of the Bond Purchase Agreement, and to deposit the proceeds of sale as follows:

(a) An amount sufficient to retire the Refunded Bonds shall be deposited in trust with the Escrow Agent to be invested in Governmental Obligations as contemplated by the Escrow Agreement which comply in all respects with the provisions of Section 11-27-3 of the Refunding Bond Act.

(b) The amount remaining shall be deposited into a separate account and used to pay the costs of issuance of the Series 2014 Bonds, provided that any moneys remaining in such account six months subsequent to the date of the initial delivery of the Series 2014 Bonds shall be deposited in the Bond Fund.

Section 2.14 Provisions for Refunding and Redemption of Refunded Bonds.

(a) By execution of the Terms Certificate, the Issuer will have elected to refund the Refunded Bonds and to call and redeem on the respective first optional redemption date each series of the Refunded Bonds then outstanding (as more specifically identified in the Terms Certificate) at the requisite redemption price of each Refunded Bond to be so redeemed, plus accrued interest thereon to the redemption date. The paying agent and bond registrar for each series of the Refunded Bonds (the "Prior Paying Agent") is hereby authorized and directed to mail a Notice of Redemption of the Refunded Bonds as required by the proceedings which authorized the issuance of the Refunded Bonds.

(b) It is hereby found and determined that, pursuant to the Escrow Agreement, moneys and Governmental Obligations permitted under the Refunding Bond Act, the principal of and the interest on which, when due, will provide moneys which will be sufficient to pay, when due, pursuant to the aforementioned redemption, the principal of, premium, if any, and interest on the Refunded Bonds to become due on the Refunded Bonds will be deposited with the Escrow Agent and provision thereby made for the refunding, retirement and redemption of the Refunded Bonds.

Section 2.15 Authorization of Escrow Deposit Agreement. The Escrow Agreement in substantially the form set forth as Exhibit F hereto, with such changes and additions as shall be made with the approval of the Mayor (which approval shall be conclusively established by the execution thereof by the Mayor) is hereby in all respects authorized and approved. The Issuer shall enter into the Escrow Agreement with the Escrow Agent establishing the Escrow Account from which principal of, premium, if any, and interest on the Refunded Bonds shall be paid. The Mayor is hereby authorized and directed to execute and deliver, and the City Recorder, to attest, the Escrow Agreement on behalf of the Issuer.

Section 2.16 Further Authority. The Designated Officers, the Treasurer, and the City Recorder and Deputy City Recorder and such other officials of the Issuer as may be required, are hereby authorized and directed to execute all such certificates, documents, compliance procedures, and other instruments and make such elections under the Code as may be necessary or advisable to provide for the issuance, sale, registration, and delivery of the Series 2014 Bonds and to comply with applicable provisions of the Code.

2.13 Bank Qualification. For purposes of and in accordance with Section 265 of the Code, the Issuer hereby designates the Series 2014 Bonds as an issue qualifying for the exception for certain qualified tax-exempt obligations to the rule denying banks and other financial institutions one hundred percent (100%) of the deduction for interest expenses which is allocable to tax-exempt interest. The Issuer reasonably anticipates that the total amount of tax-exempt obligations (other than obligations described in Section 265(b)(3)(C)(ii) of the Code) which will be issued by the Issuer and by any aggregated issuer during calendar year 2014 will not exceed \$10,000,000. For purposes of this Section, “aggregated issuer” means any entity which, (a) issues obligations on behalf of the Issuer, (b) derives its issuing authority from the Issuer, or (c) is directly or indirectly controlled by the Issuer within the meaning of Treasury Regulation Section 1.150-1(e). The Issuer hereby represents that (i) it has not created and does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 265(b)(3)(C) or (D) of the Code and (ii) the total amount of obligations so designated by the Issuer, and all aggregated issuers for calendar year 2014 does not exceed \$10,000,000.

ARTICLE III

TRANSFER AND EXCHANGE OF BONDS; BOND REGISTRAR

Section 3.1 Transfer of Bonds.

(a) Any Bond may, in accordance with its terms, be transferred, upon the registration books kept by the Bond Registrar pursuant to Section 3.3 hereof, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a written instrument of transfer in a form approved by the Bond Registrar, duly executed. No transfer shall be effective until entered on the registration books kept by the Bond Registrar. The Issuer, the Bond Registrar and the Paying Agent may treat and consider the person in whose name each Bond is registered in the registration books kept by the Bond Registrar as the holder and absolute owner thereof for the purpose of receiving payment of, or on account of, the principal or redemption price thereof and interest due thereon and for all other purposes whatsoever.

(b) Whenever any Bond or Bonds shall be surrendered for transfer, the Bond Registrar shall authenticate and deliver a new fully registered Bond or Bonds (which may be an Exchange Bond or Bonds pursuant to Section (a) hereof) of the same series, designation, maturity and interest rate and of authorized denominations duly executed by the Issuer, for a like aggregate principal amount. The Bond Registrar shall require the payment by the Registered Owner requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer. With respect to each Bond, no such transfer shall be required to be made (i) with respect to any Interest Payment Date after the Record Date to and including such Interest Payment Date, or (ii) with respect to any redemption of any Bond, after such Record Date as shall be specified by the Bond Registrar in the notice of redemption, provided that such Record Date shall not be less than 15 calendar days before the mailing of such notice of redemption.

(c) The Issuer shall not be required to register the transfer of or exchange any Bond selected for redemption in whole or in part, except the unredeemed portion of Bonds being redeemed in part.

Section 3.2 Exchange of Bonds. Bonds may be exchanged at the office of the Bond Registrar for a like aggregate principal amount of fully registered Bonds (which may be an Exchange Bond or Bonds pursuant to Section 2.12 hereof) of the same series, designation, maturity and interest rate of other authorized denominations. The Bond Registrar shall require the payment by the Registered Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange. With respect to each Bond, no such exchange shall be required to be made (i) with respect to any Interest Payment Date after the Record Date to and including such Interest Payment Date, or (ii) with respect to any redemption of any Bond, after such Record Date

as shall be specified by the Bond Registrar in the notice of redemption, provided that such Record Date shall not be less than 15 calendar days before the mailing of such notice of redemption.

Section 3.3 Bond Registration Books. This Resolution shall constitute a system of registration within the meaning and for all purposes of the Registered Public Obligations Act, Title 15, Chapter 7, Utah Code Annotated 1953, as amended. The Bond Registrar shall keep or cause to be kept, at its office, sufficient books for the registration and transfer of the Series 2014 Bonds, which shall at all times be open to inspection by the Issuer, and upon presentation for such purpose, the Bond Registrar shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Bonds as herein provided.

Section 3.4 List of Registered Owners. The Bond Registrar shall maintain a list of the names and addresses of the Owners of all Bonds and upon any transfer shall add the name and address of the new Registered Owner and eliminate the name and address of the transferor Registered Owner.

Section 3.5 Duties of Bond Registrar. The obligations and duties of the Bond Registrar hereunder include the following:

- (a) to act as bond registrar, authenticating agent, paying agent, and transfer agent as provided herein;
- (b) to maintain a list of Registered Owners as set forth herein and to furnish such list to the Issuer upon request, but otherwise to keep such list confidential;
- (c) to give notice of redemption of Bonds as provided herein;
- (d) to cancel and/or destroy Bonds which have been paid at maturity or redemption or submitted for exchange or transfer;
- (e) to furnish the Issuer at least annually a certificate with respect to Bonds canceled and/or destroyed; and
- (f) to furnish the Issuer at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Series 2014 Bonds.

ARTICLE IV

COVENANTS AND UNDERTAKINGS

Section 4.1 Covenants of Issuer. All covenants, statements, representations and agreements contained in the Series 2014 Bonds, and all recitals and representations in this Resolution are hereby considered and understood and it is hereby resolved that all said covenants, statements, representations and agreements of the Issuer, are the covenants, statements, representations and agreements of the Issuer.

Section 4.2 Levy of Taxes. The Issuer covenants and agrees to establish a Bond Fund which Fund shall be a segregated account held and administered by the Issuer and designated the “City of Draper, Utah General Obligation Refunding Bonds, Series 2014 Bond Fund” (the “Bond Fund”), to pay the interest falling due on the Series 2014 Bonds as the same becomes due and also to provide for the payment of the principal of the Series 2014 Bonds at maturity or by prior redemption. There shall be levied on all taxable property in the Issuer in addition to all other taxes, a direct annual tax sufficient to pay the interest on the Series 2014 Bonds and to pay and retire the Series 2014 Bonds. Said taxes shall be deposited in the Bond Fund and applied solely for the purpose of the payment of said interest and principal on the Series 2014 Bonds, respectively, and for no other purpose whatsoever until the indebtedness so contracted under this Resolution, principal and interest, shall have been fully paid, satisfied and discharged, but nothing herein contained shall be so construed as to prevent the Issuer from applying any other funds that may be in the Issuer’s treasury and available for that purpose to the payment of said interest and principal as the same respectively mature, and the levy or levies herein provided for may thereupon to that extent be diminished, and the sums herein provided for to meet the interest on the Series 2014 Bonds and to discharge the principal thereof when due, are hereby appropriated for that purpose and the required amount for each year shall be included by the Issuer in its annual budget and its statement and estimate as certified to the county in each year. Principal or interest falling due at any time when there shall not be available from the proceeds of said levies money sufficient for the payment thereof shall, to the extent of such deficiency, be paid from other funds of the Issuer available for such purpose, and such other funds reimbursed when the proceeds of said levies become available. The Issuer shall transfer from the Bond Fund to the Paying Agent at least one day prior to each principal and/or interest payment date or redemption date on the Series 2014 Bonds, sufficient moneys to pay all principal and interest falling due on said payment or redemption date. The Issuer has established the Bond Fund primarily to achieve a proper matching of revenues and debt service on the Series 2014 Bonds. The Bond Fund shall be depleted at least once each year by the Issuer except for a reasonable carryover amount not to exceed the greater of one year’s earnings on the Bond Fund or one-twelfth of the annual debt service on the Series 2014 Bonds.

Section 4.3 Bonds in Registered Form. The Issuer recognizes that Section 149 of the Code requires the Series 2014 Bonds to be issued and to remain in fully registered form in order that interest thereon be excludible from gross income for federal income tax purposes under laws in force at the time the Series 2014 Bonds are delivered. In this

connection, the Issuer agrees that it will not take any action to permit the Series 2014 Bonds to be issued in, or converted into, bearer or coupon form.

Section 4.4 Tax Covenants. The Issuer further covenants and agrees to and for the benefit of the Bondholders that the Issuer (i) will not take any action that would cause interest on the Series 2014 Bonds to become subject to federal income taxation, (ii) will not omit to take or cause to be taken, in timely manner, any action, which omission would cause the interest on the Series 2014 Bonds to become subject to federal income taxation, and (iii) will, to the extent possible, comply with any other requirements of federal tax law applicable to the Series 2014 Bonds in order to preserve the exemption from federal income taxation of interest on the Series 2014 Bonds. Pursuant to this covenant, the Issuer obligates itself to comply throughout the term of the Series 2014 Bonds with the requirements of Section 148 of the Code and the regulations proposed or promulgated thereunder, as the same presently exist, or may from time to time hereafter be amended, supplemented or revised.

ARTICLE V

FORM OF BONDS

Section 5.1 Form of Bonds. Each Bond shall be in substantially the following form, with such insertions or variations as to any redemption or amortization provisions and such other insertions or omissions, endorsements and variations as may be required:

[FORM OF BOND]

Registered

Registered

Unless this certificate is presented by an authorized representative of The Depository Trust Company (55 Water Street, New York, New York) to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

**UNITED STATES OF AMERICA
STATE OF UTAH
CITY OF DRAPER**

**GENERAL OBLIGATION REFUNDING BOND
SERIES 2014**

Number R-____ \$_____

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Issue Date</u>	<u>CUSIP</u>
	_____	_____	

Registered Owner: CEDE & CO.

Principal Amount: _____ DOLLARS****

City of Draper, Utah (the "Issuer"), a duly organized and existing political subdivision of the State of Utah, acknowledges itself indebted and for value received hereby promises to pay to the Registered Owner identified above, or registered assigns, on the Maturity Date identified above (subject to redemption prior to maturity, as provided herein), upon presentation and surrender hereof, the Principal Amount identified above, and to pay the Registered Owner hereof interest on the balance of said Principal Amount from time to time remaining unpaid at the Interest Rate per annum identified above (calculated on the basis of a year of 360 days comprised of twelve 30-day months), which interest shall be payable on _____ and _____ of each year, commencing _____ 1, 20__ (each an "Interest Payment Date"), until all of the principal shall have been paid.

Interest on this Bond shall accrue from the Interest Payment Date next preceding the date on which it is authenticated, unless (i) it is authenticated before the first Interest Payment Date following the Original Issue Date identified above, in which case interest shall accrue from the Original Issue Date, or (ii) it is authenticated on an Interest Payment Date, in which case interest shall accrue from such Interest Payment Date; provided,

however, that if interest on the hereinafter defined Bonds shall be in default, interest on the Series 2014 Bonds issued in exchange for Bonds surrendered for transfer or exchange shall be payable from the date to which interest has been paid in full on the Series 2014 Bonds surrendered. This Bond shall bear interest on overdue principal at the Interest Rate. Principal and interest on this Bond are payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Principal of this Bond shall be payable upon surrender of this Bond at the office of the Paying Agent (as defined below), and payment of the semiannual interest hereon shall be made by check or draft mailed to the person who is the Registered Owner of record hereof as of the fifteenth day immediately preceding each Interest Payment Date or if such day is not a regular Business Day of the Bond Registrar, the next preceding day which is a regular Business Day of the Bond Registrar at the address of such Registered Owner as it appears on the registration books kept by the hereinafter defined Bond Registrar, or at such other address as is furnished in writing by such Registered Owner to the Bond Registrar as provided in the hereinafter defined Resolution.

This Bond is one of the General Obligation Refunding Bonds, Series 2014 of the Issuer (the "Series 2014 Bonds") limited to the aggregate principal amount of \$_____, issued pursuant to the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended (the "Refunding Bond Act") and a resolution of the City Council of the Issuer adopted on July 15, 2014 (the "Resolution"). The Series 2014 Bonds are authorized to be issued for the purposes of (a) refunding and retiring [all or a portion of] the Issuer's outstanding General Obligation Bonds, Series 2005 and (b) paying expenses reasonably incurred in connection with the issuance and sale of the Series 2014 Bonds.

US Bank, National Association is the initial bond registrar and paying agent with respect to the Series 2014 Bonds. Said bond registrar and paying agent, together with any successor bond registrar or paying agent, respectively, is referred to herein as the "Bond Registrar" and the "Paying Agent."

The Issuer covenants and is by law required to levy annually a sufficient tax to constitute a Bond Fund to pay the interest on this Bond as it falls due and also to provide for the payment of the principal hereof as the same falls due; provided, however, that the Issuer may apply other funds available to the Issuer to the payment of said principal and interest in which case the levy herein described may to that extent be diminished.

This Bond is transferable, as provided in the Resolution, only upon the books of the Issuer kept for that purpose at the principal office of the Bond Registrar, by the Registered Owner hereof in person or by his attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the Registered Owner or such duly authorized attorney, and thereupon the Issuer shall issue in the name of the transferee a new registered Bond or Bonds of authorized denominations of the same aggregate principal amount, series, designation, maturity and interest rate as the surrendered Bond, all as provided in the Resolution and upon the payment of the charges therein prescribed. No transfer of this

Bond shall be effective until entered on the registration books kept by the Bond Registrar. The Issuer, the Bond Registrar and the Paying Agent may treat and consider the person in whose name this Bond is registered on the registration books kept by the Bond Registrar as the holder and absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof and interest due hereon and for all other purposes whatsoever, and neither the Issuer, nor the Bond Registrar nor the Paying Agent shall be affected by any notice to the contrary.

The Issuer is not required to transfer or exchange any Bond (i) after the Record Date with respect to any Interest Payment Date to and including such Interest Payment Date, and (ii) with respect to any redemption of any Bond, after such Record Date as shall be specified by the Bond Registrar in the notice of redemption, provided that such Record Date shall not be less than 15 calendar days before the mailing of such notice of redemption.

The Series 2014 Bonds are issuable solely in the form of fully registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

[The Series 2014 Bonds shall be subject to redemption prior to maturity as provided in the Resolution.]

[The Series 2014 Bonds are subject to mandatory redemption by operation of sinking fund installments at a redemption price equal to 100% of the principal amount thereof plus accrued interest, if any, to the redemption date, on the dates and in the principal amounts as follows:]

Notice of redemption shall be given by the Bond Registrar by first class mail, postage prepaid, not less than thirty (30) nor more than sixty (60) days prior to the redemption date, to each Registered Owner of the Series 2014 Bonds to be redeemed, at the address shown on the registration books of the Issuer maintained by the Bond Registrar, all as provided in the Resolution.

If notice of redemption shall have been given as described above, the Series 2014 Bonds or portions thereof specified in said notice shall become due and payable at the applicable redemption price on the redemption date therein designated, and if, on the redemption date, moneys for the payment of the redemption price of all the Series 2014 Bonds to be redeemed, together with interest to the redemption date, shall be available for such payment on said date, then from and after the redemption date interest on such Series 2014 Bonds shall cease to accrue and become payable.

In case any Bond shall be redeemed in part only, upon the presentation of such Bond for such partial redemption, the Issuer shall execute and the Bond Registrar shall authenticate and shall deliver or cause to be delivered to or upon the written order of the Registered Owner thereof, at the expense of the Issuer, a Series 2014 Bond or Series 2014 Bonds of the same series, interest rate and maturity, in aggregate principal amount equal to the unredeemed portion of such registered Bond. A portion of any Bond of a denomination of more than \$5,000 to be redeemed will be in the principal amount of

\$5,000 or an integral multiple thereof and in selecting portions of such Series 2014 Bonds for redemption, each such Bond shall be treated as representing that number of Series 2014 Bonds of \$5,000 denomination which is obtained by dividing the principal amount of such Series 2014 Bonds by \$5,000.

This Bond and the issue of Bonds of which it is a part are issued in conformity with and after full compliance with the Constitution of the State of Utah and pursuant to the provisions of the Refunding Bond Act and all other laws applicable thereto. It is hereby certified and recited that all conditions, acts and things required by the Constitution or statutes of the State of Utah and by the Election, the Refunding Bond Act and the Resolution to exist, to have happened or to have been performed precedent to or in connection with the issuance of this Bond exist, have happened and have been performed and that the issue of Bonds, together with all other indebtedness of the Issuer, is within every debt and other limit prescribed by said Constitution and statutes, and that the full faith and credit of the Issuer are hereby irrevocably pledged to the punctual payment of the principal of and interest on this Bond, according to its terms.

This Bond shall not be valid until the Certificate of Authentication hereon shall have been manually signed by the Bond Registrar.

IN WITNESS WHEREOF, THE CITY OF DRAPER, UTAH, has caused this Bond to be signed in its name and on its behalf by its Mayor and attested and countersigned by its City Recorder (the signatures of said Mayor and City Recorder being by facsimile or manual signature), and has caused its corporate seal to be affixed hereto.

CITY OF DRAPER, UTAH

(Do Not Sign)

Mayor

ATTEST AND COUNTERSIGN:

(Do Not Sign)

City Recorder

(SEAL)

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Series 2014 Bonds described in the within mentioned Resolution and is one of the General Obligation Refunding Bonds, Series 2014 of the City of Draper, Utah.

 as Bond Registrar

By: _____

Date of Registration and Authentication: _____

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM – as tenants in common
TEN ENT – as tenants by the entireties
JT TEN – as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT _____
(Cust.)

Custodian for _____
(Minor)

Under Uniform Gifts to Minors Act of _____
(State)

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

FOR VALUE RECEIVED, _____,
the undersigned sells, assigns and transfers unto:

(Social Security or Other Identifying Number of Assignee)

(Please Print or Typewrite Name and Address of Assignee)

the within Bond and hereby irrevocably constitutes and appoints

attorney to register the transfer of said Bond on the books kept for registration thereof,
with full power of substitution in the premises.

Dated: _____

Signature: _____

NOTICE: The signature on this assignment must correspond with the name(s) of the Registered owner as it appears upon the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

SIGNATURE GUARANTEED:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company and must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

ARTICLE VI

MISCELLANEOUS

Section 6.1 Official Statement. The Official Statement of the Issuer is hereby authorized in substantially the form presented at this meeting and in the form attached hereto as Exhibit E, with such changes, omissions, insertions and revisions as the Designated Officer shall deem advisable, including the completion thereof with the information established at the time of the sale of the Series 2014 Bonds by the Designated Officer and set forth in the Terms Certificate. The Mayor shall sign and deliver the Official Statement to the Underwriter for distribution to prospective purchasers of the Series 2014 Bonds and other interested persons. The approval of the Designated Officer of any such changes, omissions, insertions and revisions shall be conclusively established by the Mayor's execution of the Official Statement.

Section 6.2 Preliminary Official Statement Deemed Final. The use and distribution of an Official Statement in preliminary form ("the Preliminary Official Statement"), in substantially the form presented at this meeting and in the form attached hereto as Exhibit E, is hereby authorized and approved, with such changes, omissions, insertions and revisions as the Designated Officers shall deem advisable. The Designated Officers are hereby authorized to do or perform all such acts and to execute all such certificates, documents and other instruments as may be necessary or advisable to deem final the Preliminary Official Statement within the meaning and for purposes of paragraph (b)(1) of Rule 15c2-12 of the Securities and Exchange Commission, subject to completion thereof with the information established at the time of the sale of the Series 2014 Bonds.

Section 6.3 Changes to Forms. The form of Series 2014 Bonds and the other documents authorized and approved hereby are authorized and approved with such additions, modifications, deletions and changes thereto as may be deemed necessary or appropriate and approved by the Mayor and/or Finance Director, whose execution or approval thereof on behalf of the Issuer shall conclusively establish such necessity, appropriateness and approval with respect to all such additions, modifications, deletions and changes incorporated therein.

Section 6.4 Notice of Bonds to be Issued. In accordance with the provisions of the Refunding Bond Act, the Issuer shall publish the Notice of Bonds to be Issued one time in the Salt Lake Tribune, and the Deseret News, newspapers of general circulation in the Issuer. The City Recorder shall cause a copy of this Resolution (together with all exhibits hereto) to be kept on file in her office in the City of Draper, Utah, for public examination during the regular business hours of the Issuer until at least thirty (30) days from and after the date of publication thereof. The "Notice of Bonds to be Issued" shall be in substantially the form set forth in Exhibit G attached hereto.

Section 6.5 Ratification. All proceedings, resolutions and actions of the Issuer and its officers taken in connection with the sale and issuance of the Series 2014 Bonds are hereby ratified, confirmed and approved.

Section 6.6 Severability. It is hereby declared that all parts of this Resolution are severable, and if any section, paragraph, clause or provision of this Resolution shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause or provision shall not affect the remaining provisions of this Resolution.

Section 6.7 Conflict. All resolutions, orders and regulations or parts thereof heretofore adopted or passed which are in conflict with any of the provisions of this Resolution are, to the extent of such conflict, hereby repealed. This repealer shall not be construed so as to revive any resolution, order, regulation or part thereof heretofore repealed.

Section 6.8 Captions. The headings herein are for convenience of reference only and in no way define, limit or describe the scope or intent of any provisions or sections of this Resolution.

Section 6.9 Certification of Fulfillment of Conditions. The Council hereby finds and certifies that upon the execution of the Terms Certificate, all conditions precedent to the issuance of the Series 2014 Bonds will have been satisfied and fulfilled.

Section 6.10 Maintenance of Records; Copies. A copy of this Resolution and every amendatory or supplemental resolution or other official action relating to the Series 2014 Bonds shall be kept on file with the City Recorder in the City Offices at 1020 East Pioneer Road, Draper, Utah 84020, where the same shall be made available for inspection by any Registered Owner of the Series 2014 Bonds, or his, its or their agents for so long as any of the Series 2014 Bonds remain outstanding and unpaid. Upon payment of the reasonable cost for preparing the same, a certified copy of this Resolution, or any amendatory or supplemental resolution, will be furnished to any Registered Owner of the Series 2014 Bonds.

Section 6.11 Effective Date. This Resolution shall take effect immediately upon its approval and adoption by the Council.

Section 6.12 Resolution Irrepealable. Upon the execution of the Terms Certificate, this Resolution shall be and remain irrepealable until the principal of, premium, if any, and interest on the Series 2014 Bonds are paid in accordance with the terms and provisions hereof.

APPROVED AND ADOPTED this July 15, 2014.

CITY OF DRAPER UTAH

Mayor

ATTEST AND COUNTERSIGN:

City Recorder

(SEAL)

(Other business not pertinent to the foregoing appears in the minutes of the meeting.)

The meeting was then adjourned.

Mayor

ATTEST AND COUNTERSIGN:

City Recorder

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

I, Rachelle Conner, the duly appointed and qualified City Recorder of the City of Draper, Utah (the "City"), do hereby certify according to the records of the City Council of the City (the "City Council") in my official possession that the foregoing constitutes a true and correct excerpt of the minutes of the meeting of the City Council held on July 15, 2014, including a resolution (the "Resolution") adopted at said meeting as said minutes and Resolution are officially of record in my possession.

I further certify that the Resolution, with all exhibits attached, was deposited in my office on July 15, 2014, and pursuant to the Resolution, there was published a Notice of Bonds to be Issued (a) one time in The Salt Lake Tribune and the Deseret News, newspapers having general circulation within the City, the affidavit of which publication will be attached upon availability, (b) on the Utah Public Notice Website created under Section 63F-1-701 Utah Code Annotated 1953, as amended and (c) on the Utah Legal Notices website (www.utahlegals.com) created under Section 45-1-101, Utah Code Annotated 1953, as amended.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature and impressed hereon the official seal of said City Recorder, this July 15, 2014.

City Recorder

(SEAL)

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH
OPEN MEETING LAW

I, Rachelle Conner, the undersigned City Recorder of the City of Draper, Utah (the "City"), do hereby certify, according to the records of the City in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated, 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time and place of the July 15, 2014, public meeting held by the City Council of the City (the "City Council") as follows:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the principal offices of the City on _____, 2014, at least twenty four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(b) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be delivered to The Salt Lake Tribune and the Deseret News on _____, 2014, at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be posted on the Utah Public Notice Website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2014 Annual Meeting Schedule for the City Council (attached hereto as Schedule 2) was given specifying the date, time, and place of the regular meetings of the City Council to be held during the year, by causing said Notice to be (a) posted on _____ at the principal office of the City Council, (b) provided to at least one newspaper of general circulation within the City on _____ and (c) published on the Utah Public Notice Website (<http://pmn.utah.gov>) during the current calendar year.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of the City this July 15, 2014.

City Recorder

(SEAL)

SCHEDULE 1

NOTICE OF MEETING

SCHEDULE 2

ANNUAL MEETING SCHEDULE

EXHIBIT B

LETTER OF REPRESENTATIONS

(See Transcript Document No. __)

EXHIBIT C

FORM OF CONTINUING DISCLOSURE AGREEMENT

(See Transcript Document No. __)

EXHIBIT D

FORM OF BOND PURCHASE AGREEMENT

(See Transcript Document No. __)

EXHIBIT E

FORM OF OFFICIAL STATEMENT

(See Transcript Document No. __)

EXHIBIT F

FORM OF ESCROW AGREEMENT

(See Transcript Document No. __)

EXHIBIT G

FORM OF TERMS CERTIFICATE

(See Transcript Document No. __)

EXHIBIT H

NOTICE OF BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended, that on July 15, 2014, the City Council (the "Council") of the City of Draper, Utah (the "Issuer") adopted a resolution (the "Resolution") in which it authorized the issuance of the Issuer's General Obligation Refunding Bonds, Series 2014 (to be issued from time to time in one or more series and with any such other designation(s) as the Issuer may determine) (the "Bonds").

PURPOSE FOR ISSUING THE BONDS

The Bonds, pursuant to the Resolution, are to be issued for the purpose of (i) refunding certain outstanding bonds of the Issuer in order to achieve a debt service savings, and (ii) paying related expenses. The bonds to be refunded were initially issued to finance all or a portion of costs of acquiring land to preserve open space within the City and related improvements and related improvements.

PARAMETERS OF THE BONDS

The Issuer intends to issue the Bonds in the aggregate principal amount of not to exceed Five Million Dollars (\$5,000,000), to mature in not more than eleven (11) years from their date or dates, to be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof, plus accrued interest to the date of delivery, bearing interest at a net effective rate or rates of not to exceed five percent (5.0%) per annum. No deposit is currently contemplated to be required in connection with the sale of the Bonds. The Bonds may be issued in one or more series, and be sold at such time and from time to time, all as the Issuer may determine.

The Bonds are to be issued and sold by the Issuer pursuant to the Resolution, with such final terms and provisions as may be deemed appropriate by authorized officers of the Issuer, provided that said final terms shall not exceed the maximums set forth above.

A copy of the Resolution is on file in the office of the City Recorder of the Issuer in the Issuer's offices located at 1020 East Pioneer Road, Draper, Utah 84020, where it may be examined during regular business hours of the City Recorder from 8:00 a.m. to 5:00 p.m. for a period of at least thirty (30) days from and after the date of publication of this notice.

SECURITY PLEDGED FOR THE BONDS

The Bonds are general obligations of the Issuer secured by the full faith and credit and taxing power of the Issuer.

NOTICE IS FURTHER GIVEN that a period of thirty (30) days from and after the date of the publication of this notice is provided by law during which any person in interest shall have the right to contest the legality of the Resolution or the Bonds, or any provision made for the security and payment of the Bonds, and that after such time, no

(attach Proof of Publication of
Notice of Bonds to be Issued)

PRELIMINARY OFFICIAL STATEMENT DATED AUGUST _____, 2014**NEW ISSUE—Issued in Book-Entry-Only Form****Rating: _____ “_____”
(See “RATING” herein.)**

In the opinion of Ballard Spahr LLP, Bond Counsel to the City, interest on the Bonds is excludable from gross income for purposes of the federal income tax, assuming continuing compliance with the requirements of the federal tax laws. Interest on the Bonds is not a preference item for purposes of either individual or corporate federal alternative minimum tax; however, interest paid to corporate holders of the Bonds may be indirectly subject to alternative minimum tax under certain circumstances. Bond Counsel is also of the opinion that interest on the Bonds is exempt from State of Utah individual income tax under currently existing law. See “TAX MATTERS,” herein.

\$4,465,000*

**CITY OF DRAPER, UTAH
GENERAL OBLIGATION REFUNDING BONDS
SERIES 2014**

Dated: Date of Delivery**Due: February 1, as shown below**

The \$4,465,000* General Obligation Refunding Bonds, Series 2014 (the “Bonds”) are issuable by the City of Draper, Utah (the “City”) as fully registered bonds and, when initially issued, will be in book-entry form only, registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”). DTC will act as securities depository for the Bonds. So long as DTC or its nominee is the registered owner of the Bonds, payments of the principal of and interest on such Bonds will be made directly to DTC. Disbursement of such payments to DTC participants is the responsibility of DTC and disbursement of such payments to the beneficial owners is the responsibility of DTC participants. See “APPENDIX E—PROVISIONS REGARDING BOOK-ENTRY-ONLY SYSTEM” herein.

Principal of and interest on the Bonds (interest payable February 1 and August 1 of each year, commencing _____ 1, 20____) are payable by _____, Salt Lake City, Utah, as Paying Agent, to the registered owners thereof, initially DTC. The Bonds will be issued as fully registered bonds, without coupons, in denominations of \$5,000 or any integral multiple thereof. See “THE BONDS” herein.

The Bonds are [not] subject to optional redemption prior to maturity. See “THE BONDS—Redemption” herein.

The Bonds are being issued to refund certain outstanding bonds of the City and to pay costs of issuing the Bonds.

THE BONDS WILL BE GENERAL OBLIGATIONS OF THE CITY PAYABLE FROM THE PROCEEDS OF AD VALOREM TAXES TO BE LEVIED WITHOUT LIMITATION AS TO RATE OR AMOUNT ON ALL OF THE TAXABLE PROPERTY IN THE CITY, FULLY SUFFICIENT TO PAY THE BONDS AS TO BOTH PRINCIPAL AND INTEREST.

Due (February 1)	Principal Amount*	Interest Rate	Yield	CUSIP 261455†	Due (February 1)	Principal Amount*	Interest Rate	Yield	CUSIP 261455†
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† The City is not responsible for the use of CUSIP numbers nor is a representation made as to the accuracy of the CUSIP numbers. The CUSIP numbers are contained herein solely for the convenience of the readers of this Official Statement.

The Bonds are offered when, as and if issued and received by the Underwriter, subject to the approval of their legality by Ballard Spahr LLP, Bond Counsel to the City, and to certain other conditions. [Certain matters relating to disclosure will be passed upon for the City by Ballard Spahr LLP, Disclosure Counsel to the City.] Certain legal matters will be passed on for the City by Douglas J. Ahlstrom, Esq., City Attorney. It is expected that the Bonds will be available for delivery to DTC or its agent on or about August [28], 2014.

This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision. This Official Statement is dated _____, 2014, and the information contained herein speaks only as of that date.

George K. Baum & Company

* Preliminary; subject to change.

The information contained in this Official Statement has been furnished by the City, DTC, and other sources that are believed to be reliable. No dealer, broker, salesperson or any other person has been authorized by the City or the Underwriter to give any information or to make any representations other than those contained in this Official Statement in connection with the offering contained herein, and, if given or made, such information or representations must not be relied upon as having been authorized by the City or the Underwriter.

This Official Statement does not constitute an offer to sell or solicitation of an offer to buy, nor shall there be any sale of the Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information and expressions of opinion herein are subject to change without notice, and neither delivery of this Official Statement nor any sale made thereafter shall under any circumstances create any implication that there has been no change in the affairs of the City or in any other information contained herein, since the date of this Official Statement.

In connection with this offering, the Underwriter may engage in transactions that stabilize, maintain or otherwise affect the market prices of the Bonds. Such transactions, if commenced, may be discontinued at any time.

The Underwriter has provided the following sentence for inclusion in this Official Statement: The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION, NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

The City maintains a website; however, the information presented there is not a part of this Official Statement and should not be relied upon in making an investment decision with respect to the Bonds.

Certain statements included or incorporated by reference in this Official Statement constitute “forward-looking statements” within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as “plan,” “expect,” “estimate,” “budget” or other similar words. Forward-looking statements are included in the Official Statement under the captions “ESTIMATED SOURCES AND USES OF FUNDS,” and “DEBT STRUCTURE OF THE CITY OF DRAPER—Outstanding Obligations of the City” and “—Future Bond Issues.” The forward-looking statements in this Official Statement are subject to risks and uncertainties that could cause actual results to differ materially from those expressed in or implied by such statements. Readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date hereof.

\$4,465,000*
CITY OF DRAPER, UTAH
GENERAL OBLIGATION REFUNDING BONDS
SERIES 2014

1020 East Pioneer Road
Draper, Utah 84020
(801) 576-6500
(801) 576-6511–Facsimile

MAYOR AND CITY COUNCIL

Troy Walker.....	Mayor
William Colbert.....	Councilmember
William Rappleye.....	Councilmember
Jeff Stenquist.....	Councilmember
Alan Summerhays.....	Councilmember
Marsha Vawdry.....	Councilmember

CITY ADMINISTRATION

David Dobbins.....	City Manager
Bob Wylie.....	Finance Director
Rachelle Conner.....	City Recorder
Douglas J. Ahlstrom.....	City Attorney

**PAYING AGENT, BOND REGISTRAR AND
ESCROW AGENT**

[TBD]

FINANCIAL ADVISOR

Lewis Young Robertson & Burningham, Inc.
41 North Rio Grande, Suite 101
Salt Lake City, Utah 84101
(801) 596-0700

BOND COUNSEL

Ballard Spahr LLP
201 South Main Street, Suite 800
Salt Lake City, Utah 84111
(801) 531-3000

UNDERWRITER

George K. Baum & Company
15 West South Temple, Suite 1090
Salt Lake City, Utah 84101
(801) 538-0351

* Preliminary; subject to change.

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OFFICIAL STATEMENT
RELATED TO
\$4,465,000*
CITY OF DRAPER, UTAH
GENERAL OBLIGATION REFUNDING BONDS
SERIES 2014

INTRODUCTION

This Official Statement, including the cover page, introduction and appendices, provides information in connection with the issuance and sale by City of Draper, Utah (the “City”) of its \$4,465,000* General Obligation Refunding Bonds, Series 2014 (the “Bonds”). This introduction is only a brief description of the Bonds, as hereinafter defined, the security and source of payment for the Bonds and certain information regarding the City. The information contained herein is expressly qualified by reference to the entire Official Statement, including the appendices hereto. Investors are urged to make a full review of the entire Official Statement.

See the following appendices that are attached hereto and incorporated herein by reference: APPENDIX A—AUDITED BASIC FINANCIAL STATEMENTS OF THE CITY OF DRAPER, UTAH FOR THE FISCAL YEAR ENDED JUNE 30, 2013; APPENDIX B—DEMOGRAPHIC AND ECONOMIC INFORMATION REGARDING THE CITY AND SALT LAKE COUNTY; APPENDIX C—PROPOSED FORM OF OPINION OF BOND COUNSEL; APPENDIX D—PROPOSED FORM OF CONTINUING DISCLOSURE UNDERTAKING; and APPENDIX E—PROVISIONS REGARDING BOOK-ENTRY ONLY SYSTEM.

The City

The City, incorporated in 1978, covers an area of approximately 30 square miles and is located in the southeast portion of Salt Lake County (“Salt Lake County”) in the state of Utah (the “State”). In addition, a small portion of the City is located in Utah County (“Utah County”). The City had 45,285 residents according to the 2013 estimate of the U.S. Census Bureau.

For more complete information, see “THE CITY,” “DEBT STRUCTURE OF THE CITY,” “FINANCIAL INFORMATION REGARDING THE CITY,” and APPENDICES A and C herein.

Authority and Purpose

The Bonds are being issued pursuant to (i) the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended (the “Act”), (ii) a resolution of the City adopted on July 15, 2014 (the “Resolution”), which provides for the issuance of the Bonds, and (iii) other applicable provisions of law.

The Bonds are being issued for the purpose of (i) refunding certain outstanding bonds of the City and (ii) paying expenses incurred in connection with the issuance of the Bonds. See “PLAN OF REFUNDING,” and “ESTIMATED SOURCES AND USES OF FUNDS.”

Security

The Bonds will be general obligations of the City payable from the proceeds of ad valorem taxes to be levied, without limitation as to rate or amount, on all of the taxable property in the City, fully sufficient to pay the Bonds as to both principal and interest. See “THE BONDS—Security and Sources of Payment,” “FINANCIAL INFORMATION REGARDING THE CITY” and “AD VALOREM TAX SYSTEM” below.

* Preliminary; subject to change.

Redemption Provisions

The Bonds are [not] subject to redemption prior to maturity. See “THE BONDS—Redemption” herein.

Registration, Denominations, Manner of Payment

The Bonds are issuable only as fully registered bonds and, when initially issued, will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”). DTC will act as securities depository of the Bonds. Purchases of Bonds will be made in book-entry form only, in the principal amount of \$5,000 or any integral multiple thereof, through brokers and dealers who are, or who act through, DTC participants. Beneficial owners of the Bonds will not be entitled to receive physical delivery of bond certificates so long as DTC or a successor securities depository acts as the securities depository with respect to the Bonds.

Principal of and interest on the Bonds (payable February 1 and August 1 of each year, commencing _____, 20__ are payable by _____, Salt Lake City, Utah, as Paying Agent, to the registered owners of the Bonds. So long as DTC is the registered owner, it will, in turn, remit such principal and interest to its participants, for subsequent disbursements to the beneficial owners of the Bonds, as described under “APPENDIX E—PROVISIONS REGARDING BOOK-ENTRY-ONLY SYSTEM” below.

Tax-Exempt Status

Federal Income Tax. In the opinion of Ballard Spahr LLP, Bond Counsel to the City, interest on the Bonds is excludable from gross income for purposes of federal income tax, assuming continuing compliance with the requirements of federal tax laws. Interest on the Bonds is not a preference item for purposes of either individual or corporate federal alternative minimum tax; however, interest paid to corporate holders of the Bonds may be indirectly subject to alternative minimum tax under certain circumstances.

State Income Tax. Bond Counsel is also of the opinion that, under currently existing laws, interest on the Bonds is exempt from State of Utah individual income taxes.

No Further Opinion. Bond Counsel expresses no opinion regarding any other tax consequences relating to ownership or disposition of or the accrual or receipt of interest on the Bonds.

See “TAX MATTERS” herein.

Conditions of Delivery, Anticipated Date, Manner, and Place of Delivery

The Bonds are offered, subject to prior sale, when, as and if issued and received by the received by George K. Baum & Company, as underwriter for the Bonds (the “Underwriter”), subject to the approval of legality by Ballard Spahr LLP, Bond Counsel to the City, and certain other conditions. Certain matters relating to disclosure will be passed upon for the City by Ballard Spahr LLP, Disclosure Counsel to the City. Certain legal matters will be passed on for the City by Douglas J. Ahlstrom, Esq., the City Attorney. It is expected that the Bonds, in book-entry form only, will be available to DTC or its agent on or about August [28], 2014.

Basic Documentation

The “basic documentation,” which includes the Resolution, the closing documents, and other documentation authorizing the issuance of the Bonds and establishing the rights and responsibilities of the City and other parties to the transaction, may be obtained from the “contact persons” as indicated below.

Contact Persons

As of the date of this Official Statement, the chief contact person for the City concerning the Bonds is:

[Bob Wylie]
City of Draper
1020 East Pioneer Road
Draper, Utah 84020
(801) 576-6500
E-mail: bob.wylie@draper.ut.us

Additional requests for information may be directed to the following:

Laura D. Lewis, Principal
Lewis Young Robertson & Burningham, Inc.
41 North Rio Grande, Suite 101
Salt Lake City, Utah 84101
(801) 596-0700
E-mail: laura@lewisyoung.com

THE BONDS

General

The Bonds will be dated the date of their initial delivery and will mature on February 1 of the years and in the amounts as set forth on the cover page of this Official Statement.

The Bonds shall bear interest from their date at the rates set forth on the cover page of this Official Statement. Interest on the Bonds is payable semi-annually on February 1 and August 1 of each year, commencing _____ 1, 20____. Interest on the Bonds shall be computed on the basis of a 360-day year comprised of twelve 30-day months. _____ is the Bond Registrar and Paying Agent for the Bonds under the Resolution (in such respective capacities, the “Bond Registrar” and “Paying Agent”).

The Bonds will be issued as fully registered bonds initially in book-entry form only, in the denomination of \$5,000 or any integral multiple thereof, not exceeding the amount of each maturity.

The Bonds are being issued within the constitutional debt limit imposed on municipalities in the State. See “DEBT STRUCTURE OF THE CITY OF DRAPER—General Obligation Legal Debt Limit and Additional Debt Incurring Capacity” below.

Security and Sources of Payment

The Bonds will be general obligations of the City payable from the proceeds of ad valorem taxes to be levied without limitation as to rate or amount on all of the taxable property in the City, fully sufficient to pay the Bonds as to both principal and interest. See “FINANCIAL INFORMATION REGARDING THE CITY” and “AD VALOREM TAX SYSTEM” below.

Redemption Provisions

[Optional Redemption. The Bonds maturing on or prior to February 1, 20____ are not subject to redemption prior to maturity. The Bonds maturing on or after February 1, 20____ are subject to redemption at the option of the City on February 1, 20____, and on any date thereafter prior to maturity, in whole or in part, from such maturities of parts thereof as may be selected by the City at a redemption price equal to 100% of the principal amount of the Bonds to be redeemed plus accrued interest thereon to the date of redemption.]

[Mandatory Sinking Fund Redemption. To be determined.]

Selection for Redemption. If fewer than all of the Bonds of any maturity are to be redeemed, the particular Bonds or portion of Bonds of such maturity to be redeemed shall be selected by lot by the Bond Registrar in such manner as the Bond Registrar in its discretion may deem fair and appropriate, each \$5,000 of principal amount of the Bonds being counted as one Bond for this purpose.

Notice and Effect of Redemption. Notice of redemption shall be given by the Bond Registrar by first class mail, postage pre-paid, not less than 30 nor more than 60 days prior to the redemption date, to the registered owner thereof (the "Bondowner"), as of the Record Date (described below) of each bond that is subject to redemption, at the address of such Bondowner as it appears in the registration books of the City kept by the Bond Registrar, or at such other address as is furnished to the Bond Registrar in writing by such Bondowner on or prior to the Record Date, which Record Date shall be not less than 15 calendar days before the mailing of such notice. Each notice of redemption shall state the Record Date, the principal amount, the redemption date, the place of redemption, the redemption price and, if less than all of the Bonds are to be redeemed, the distinctive numbers of the Bonds or portion of Bonds to be redeemed and that the interest on the Bonds in such notice designated for redemption shall cease to accrue from and after such redemption date and that on the redemption date there will become due and payable on each of such Bonds the principal thereof and interest accrued thereon to the redemption date.

Each notice of optional redemption may further state that such redemption shall be conditional upon the receipt by the Paying Agent, on or prior to the date fixed for such redemption, of moneys sufficient to pay the principal of and interest on such Bonds to be redeemed and that if such moneys shall not have been so received said notice shall be of no force and effect and the City shall not be required to redeem such bonds. In the event that such notice of redemption contains such a condition and such moneys are not so received, the redemption shall not be made and the Bond Registrar shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received. Any notice mailed as described above shall be conclusively presumed to have been duly given, whether or not the Bondowner receives such notice. Failure to give such notice or any defect therein with respect to any Bond shall not affect the validity of the proceedings for redemption with respect to any other Bond.

Book-Entry-Only System

The Bonds originally will be issued solely in book-entry form to The Depository Trust Company ("DTC"), New York, New York, or its nominee, Cede & Co., to be held in DTC's book-entry system. So long as such Bonds are held in the book-entry-only system, DTC or its nominee will be the registered owner or Holder of such Bonds for all purposes of the Bonds and this Official Statement. Purchases of beneficial ownership interests in the Bonds may be made in denominations described above. For a description of the book-entry-only system for the Bonds, see "APPENDIX E—PROVISIONS REGARDING BOOK-ENTRY-ONLY SYSTEM" herein.

Registration and Transfer

In the event the book-entry-only system is discontinued, any Bond may, in accordance with its terms, be transferred, upon the registration books kept by the Bond Registrar, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a written instrument of transfer in a form approved by the Bond Registrar, duly executed. No transfer will be effective until entered on the registration books kept by the Bond Registrar. Whenever any Bond is surrendered for transfer, the Bond Registrar will certify as to registration and authenticate (if applicable) and deliver a new Bond or Bonds of the same series, designation, maturity and interest rate of other authorized denominations duly executed by the City, for the same aggregate principal amount. Bonds may be exchanged at the principal corporate office of the Bond Registrar for the same aggregate principal amount of Bonds of the same series, designation, maturity, and interest rate of other authorized denominations.

For every such exchange or transfer of the Bonds, the Bond Registrar must assess a charge sufficient to reimburse it for any tax or other charge assessed by the government required to be paid with respect to such exchange or transfer of the Bonds.

The Bond Registrar shall not be required to transfer or exchange any Bond after the Record Date with respect to any interest payment date (the fifteenth day next preceding such interest payment date) to and including such interest payment date or after the Record Date with respect to any redemption of such Bond. The Record Date, in the case of each redemption is the date specified by the Bond Registrar in the notice of redemption, but in any event is not less than 15 calendar days before the mailing of such notice of redemption.

The City, the Bond Registrar and the Paying Agent may treat and consider the person in whose name each Bond is registered (initially DTC) in the registration books kept by the Bond Registrar as the holder and absolute owner of such Bonds for the purpose of payment of principal, premium and interest with respect to such Bond and for all other purposes whatsoever.

PLAN OF REFUNDING

The Bonds are being issued to redeem prior to their maturity certain of the outstanding City of Draper, Utah General Obligation Bonds, Series 2005 (the “Series 2005 Bonds”). The Series 2005 Bonds maturing on and after February 1, 2016 (the “Refunded Bonds”) are being refunded to produce an economic savings. \$325,000 of the Series 2005 Bonds will remain outstanding and mature according to their scheduled maturity dates.

The following table sets forth the maturity dates, the maturity amounts, and redemption price of the Refunded Bonds scheduled to be refunded:

<u>Maturity Date</u> (February 1)	<u>Amount</u>	<u>Redemption Price</u> ⁽¹⁾
2016	\$340,000	100%
2017	355,000	100
2018	370,000	100
2019	385,000	100
2020	405,000	100
2021	420,000	100
2025 ⁽²⁾	1,880,000	100

⁽¹⁾ Calculated as a percentage of par.

⁽²⁾ Term bond which includes mandatory sinking fund payments.

A portion of the proceeds from the Bonds along with moneys on deposit for the Refunded Bonds will be deposited with _____, as escrow agent (the “Escrow Agent”), pursuant to an Escrow Deposit Agreement dated as of August 1, 2014 (the “Escrow Agreement”) to establish an irrevocable trust escrow account (the “Escrow Account”), consisting of cash and noncallable direct full faith and credit obligations of the United States of America. Funds in the Escrow Account shall be used to refund the Refunded Bonds in advance of their stated maturities on August 1, 2015 (the “Redemption Date”).

Amounts in the Escrow Account shall be sufficient (i) to pay principal of and interest on the Refunded Bonds as the same become due and (ii) to pay the redemption price of the Refunded Bonds on the Redemption Date, at a redemption price of 100% of the principal amount thereof plus accrued interest thereon to the redemption date.

Certain mathematical computations regarding the sufficiency of and the yield on the investments held in the Escrow Account will be verified by _____. See “ESCROW VERIFICATION” herein.

ESTIMATED SOURCES AND USES OF FUNDS

The sources and uses of funds in connection with the issuance of the Bonds are estimated to be as follows:

Sources of Funds

Par Amount of Bonds	\$
Reoffering [Premium/Discount]	
[Prior Bond Fund]	
Total	\$

Uses of Funds

Deposit to Escrow Account	\$
Costs of Issuance ⁽¹⁾	
Total	\$

⁽¹⁾ Includes Underwriter’s discount, legal fees, rating agency fees, registrar and paying agent fees, escrow agent fees, financial advisor fees, and other miscellaneous costs of issuance.

DEBT SERVICE SCHEDULE FOR THE BONDS

<u>Payment Date</u>	<u>Principal*</u>	<u>Interest</u>	<u>Period Total</u>
02/01/2015			
08/01/2015			
02/01/2016			
08/01/2016			
02/01/2017			
08/01/2017			
02/01/2018			
08/01/2018			
02/01/2019			
08/01/2019			
02/01/2020			
08/01/2020			
02/01/2021			
08/01/2021			
02/01/2022			
08/01/2022			
02/01/2023			
08/01/2023			
02/01/2024			
08/01/2024			
02/01/2025			
08/01/2025			
Total			

* Preliminary; subject to change.
(Source: The Underwriter.)

THE CITY OF DRAPER

General

The City, incorporated in 1978, covers an area of approximately 30 square miles and is located in the southeast portion of Salt Lake County. In addition, a small portion of the City is located in Utah County. The City had 45,285 residents according to the 2013 estimate of the U.S. Census Bureau.

The City is a suburb of metropolitan Salt Lake City within Salt Lake County and is the eighth city in a line of eight cities located directly south of Salt Lake City along Interstate Highway I-15. These cities constitute a portion of a continuous area of development from the north end of the County through the City. The City is approximately 20 miles south from metropolitan Salt Lake City and can best be characterized as residential/suburban in nature since many City residents commute to work in Salt Lake City and other nearby business and industrial areas.

Form of Government

State statutes detail the functions to be performed by State municipalities. Title 10, Utah Code, generally sets out laws to provide for the incorporation, organization, and classification of cities and towns based upon population. The City is categorized as a city of the third class. Utah law allows cities of the third class to choose government either by mayor and city council or by mayor, council, and city manager. The City is organized under general law and governed by a Council-Manager form of government (by ordinance), with five Council members serving four-year terms (who are elected at large). The Mayor, who is elected at large by voters for a four-year term, chairs the city council and votes to break a tie and has some statutory, legislative, judicial, and ex officio powers. City Manager powers are described and governed by an ordinance or resolution passed by the City Council.

The City Council is charged with the responsibility of performing the legislative functions of the City.

The principal powers and duties of Utah municipalities are to maintain law and order, abate nuisances, guard public health and sanitation, promote recreation, provide fire protection, and to construct and maintain streets, sidewalks, waterworks, and sewers. Municipalities also regulate commercial and residential development within their boundaries by means of zoning ordinances, building codes, and licensing procedures.

<u>Office</u>	<u>Person</u>	<u>Years of Service in Current Position</u>	<u>Expiration of Term</u>
Mayor	Troy Walker		January 2018
Councilmember	William Colbert	15	January 2016
Councilmember	William Rappleye	4	January 2018
Councilmember	Jeff Stenquist	9	January 2018
Councilmember	Alan Summerhays	6	January 2016
Councilmember	Marsha Vawdry	—	January 2016
City Manager	David Dobbins	5	Appointed
Finance Manager	Bob Wylie	—	Appointed
City Attorney	Douglas Ahlstrom	8	Appointed
City Recorder	Rachelle Connor	—	Appointed

* Mr. Dobbins worked as Assistant City Manager for the three years prior to being appointed City Manager. Prior to becoming Assistant City Manager, he worked as the City's Community Development Director for three years.

Employee Workforce and Retirement System

The City currently employs approximately [148] full-time and approximately [27] part-time and seasonal employees for a total employment of approximately [175] employees. The City contributes to the Local Governmental Noncontributory Retirement System and Public Safety Noncontributory Retirement System, which are cost-sharing multiple-employer defined benefit pension plans administered by the Utah Retirement Systems (the “Systems”). The Systems provides retirement plans covering public employees of the State and employees of participating local governmental entities and are administered under the direction of the Utah State Retirement Board whose members are appointed by the Governor of the State. The City’s contributions to the Systems were equal to the required contributions for each year. The City also participates in a deferred compensation plan. For further information on City’s retirement benefits, see “APPENDIX A—AUDITED BASIC FINANCIAL STATEMENTS WITH INDEPENDENT AUDITOR’S REPORT FOR THE YEAR ENDED JUNE 30, 2013—Notes to Financial Statements—Note 12. Retirement Plans” herein.

[In June 2012, the Governmental Accounting Standards Board issued Statement 68, *Accounting and Financial Reporting for Pensions*, which requires entities providing defined benefit pension to recognize their long-term obligation for pension benefits as a liability for the first time and to more comprehensively and comparably measure the annual costs of pension benefits. This statement is effective for the City beginning with the fiscal year beginning July 1, 2014. The Systems in its 2013 Comprehensive Annual Financial Report (available at www.urs.org) estimated that the City’s collective share of net pension liability at December 31, 2013 was \$4,830,545 (assuming a 7.5% discount rate) and that its proportionate share of plan pension expense at December 31, 2013 was \$1,008,004 (unaudited). The City has not determined at this time what its actual net pension liability will be for fiscal year 2015.]

Other Postemployment Benefits

The City has undertaken a review of the post-employment benefits funding status of the City. Based upon such undertaking, the City reports that it does not have any post-employment benefit liabilities that require disclosure.

Additional Information

For additional information with respect to the City and its finances see “FINANCIAL INFORMATION REGARDING THE CITY OF DRAPER,” and “APPENDIX A—AUDITED BASIC FINANCIAL STATEMENTS OF THE CITY OF DRAPER, UTAH FOR THE FISCAL YEAR ENDED JUNE 30, 2013.”

Risk Management

The City is exposed to various risks of loss related to torts: theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters for which the City carries commercial insurance. This insurance covers all of these risks except natural disasters. The City is self-insured for risk of loss involving employees, which amounts are based on work risk factors and experience as set forth by worker’s compensation insurance. During the years ended June 30, 2011, 2012, and 2013, there were approximately \$86,000, \$65,700, and \$77,300, respectively, paid out in claims. The City is also a member of the Utah Risk Management Association which is an insurance pool of municipalities in the State for liability insurance. The pool purchases umbrella insurance against large claims, and each city has a \$7,500 deductible before the pool pays from its reserves and/or policy. The City has not incurred claims in excess of its deductible during the preceding three fiscal years.

Investment of Funds

Investment of Operating Funds: The Utah Money Management Act. The Utah Money Management Act, Title 51, Chapter 7, Utah Code Annotated 1953, as amended (the “Money Management Act”), governs the investment of all public funds held by public treasurers in the State. It establishes criteria for investment of public funds with an emphasis on safety, liquidity, yield, matching strategy to fund objectives, and matching the term of investments to the availability of funds. The Money Management Act provides a limited list of approved

investments including qualified in-state and permitted out-of-state financial institutions, approved government agency securities and investments in corporate securities carrying “top credit ratings.” The Money Management Act also provides for pre-qualification of broker dealers by requiring that broker dealers agree in writing to comply with the Money Management Act and certify that they have read and understand the Money Management Act. The Money Management Act establishes the Money Management Council (the “Money Management Council”) to exercise oversight of public deposits and investments. The law requires all securities to be delivered versus payment to the public treasurer’s safekeeping bank. It requires diversification of investments, especially in securities of corporate issuers. Not more than 5% of the portfolio may be invested with any one issuer. Investments in mortgage pools and mortgage derivatives or any security making unscheduled periodic principal payments are prohibited. The Money Management Act also defines the State’s prudent investor rules. The Money Management Council is comprised of five members appointed by the Governor of the State for terms of four years, after consultation with the State Treasurer and with the advice and consent of the State Senate.

The City is currently complying with all of the provisions of the Money Management Act for all City operating funds. Approximately [76]% of the City funds are invested in the Utah Public Treasurers’ Investment Fund (the “Utah Treasurers’ Fund”), as discussed below.

The Utah Public Treasurers’ Investment Fund.

The Utah Treasurers’ Fund is a public treasurers’ investment fund, established in 1981, and is managed by the Treasurer of the State of Utah. The Utah Treasurers’ Fund invests to ensure safety of principal, liquidity and competitive rate of return on short-term investments. All moneys transferred to the Utah Treasurers’ Fund are promptly invested in securities authorized by the Money Management Act. Safe-keeping and audit controls for all investments owned by the Utah Treasurers’ Fund must comply with the Money Management Act.

All investments in the Utah Treasurers’ Fund must comply with the Money Management Act and rules of the Money Management Council. The Utah Treasurers’ Fund invests primarily in money market securities including time certificates of deposit, top rated commercial paper, treasuries and certain agencies of the U.S. Government. The maximum weighted average adjusted life of the portfolio, by policy, is not to exceed 90 days. The maximum final maturity of any security purchased by the Utah Treasurers’ Fund is limited to three years, except for a maximum maturity of five years is allowed for treasury or agency securities whose rate adjusts at least annually.

By law, investment transactions are conducted only through certified dealers, qualified depositories or directly with issuers of the securities. All securities purchased are delivered via payment to the custody of the State Treasurer or the State Treasurer’s safekeeping bank, assuring a perfected interest in the securities. Securities owned by the Utah Treasurers’ Fund are completely segregated from securities owned by the State. The State has no claim on assets owned by the Utah Treasurers’ Fund except for any investment of State moneys in the Utah Treasurers’ Fund. Deposits are not insured or otherwise guaranteed by the State.

Securities in the Utah Treasurers’ Fund include certificates of deposit, commercial paper, short-term corporate notes, obligations of the U.S. Treasury and securities of certain agencies of the U.S. Government. These short-term securities must be rated “first tier” (“A-1,” “P1,” for short-term investments and “A” or better for long-term investments) by two nationally recognized statistical rating organizations, one of which must be Moody’s Investors Service, Inc. or Standard & Poor’s Ratings Group, a division of The McGraw-Hill Companies, Inc. These securities represent limited risks to governmental institutions investing with the Utah Treasurers’ Fund. Variable rate securities in the Utah Treasurers’ Fund must have an index or rate formula that has a correlation of at least 94% of the effective Federal Funds rate.

Investment activity of the State Treasurer in the management of the Utah Treasurers’ Fund is reviewed monthly by the Money Management Council and is audited by the State Auditor.

Moneys from the sale of obligations issued by the City or pledged to the payment therefore are also on deposit in funds and accounts of the City. Investment policies regarding such moneys are governed by the specific instruments pursuant to which such obligations were issued.

See “APPENDIX A—AUDITED BASIC FINANCIAL STATEMENTS OF THE CITY OF DRAPER, UTAH FOR THE FISCAL YEAR ENDED JUNE 30, 2013—Notes To Financial Statements—Note 2. Cash and Investments” below.

DEBT STRUCTURE OF THE CITY
(as of July 1, 2014)

Outstanding Obligations of the City

GENERAL OBLIGATION BONDS

<u>Series</u>	<u>Purpose</u>	<u>Original Amount</u>	<u>Final Maturity Date</u>	<u>Current Principal Amount Outstanding</u>
2005	Open Space	\$7,000,000	February 1, 2015	\$325,000
2014 ⁽¹⁾	Refunding	4,465,000*	February 1, 20__*	<u>4,465,000*</u>
Total.....				<u>\$4,790,000</u>

⁽¹⁾ Assumes that the Bonds are issued and outstanding and the Refunded Bonds, refunded. Preliminary; subject to change.

SALES TAX REVENUE BONDS

<u>Series</u>	<u>Purpose</u>	<u>Original Amount</u>	<u>Final Maturity Date</u>	<u>Current Principal Amount Outstanding</u>
2012A	Open Space	\$4,915,000	May 1, 2032	\$4,915,000
2012B	Refunding	7,115,000	May 1, 2024	6,550,000
2012C	Aquarium	12,530,000	May 1, 2032	<u>12,530,000</u>
Total.....				<u>\$23,995,000</u>

WATER REVENUE BONDS

<u>Series</u>	<u>Purpose</u>	<u>Original Amount</u>	<u>Final Maturity Date</u>	<u>Current Principal Amount Outstanding</u>
2011	Improvements	\$2,015,000	July 1, 2031	<u>\$1,769,000</u>
Total.....				<u>\$1,769,000</u>

Outstanding Municipal Indebtedness of the Municipal Building Authority

The Municipal Building Authority of Draper City, Utah is a body politic and corporate, organized and existing pursuant to the Local Building Authority Act, Title 17D, Chapter 2, Utah Code Annotated 1953, as amended (the “Building Authority Act”). The Authority was created for the purpose of acquiring, constructing, improving, or extending one or more projects on behalf of the City pursuant to the Building Authority Act. The Authority’s debt does not constitute legal debt within the meaning of any constitutional provision of statutory limitation of the City. The Authority has entered into an annual lease with the City for each project. The lease may be terminated by the City in any year and payments made by the City may be made only from moneys which are annually budgeted and appropriated by the City for such purpose.

OUTSTANDING LEASE REVENUE BONDS OF THE AUTHORITY

<u>Series</u>	<u>Purpose</u>	<u>Original Amount</u>	<u>Final Maturity Date</u>	<u>Current Principal Amount Outstanding</u>
2005	Park and Recreation	\$6,080,000	November 15, 2025	\$4,215,000
2007	Fire Station and Refunding	3,355,000	March 1, 2028	<u>2,375,000</u>
Total				<u>\$6,590,000</u>

No Defaulted Bonds

The City has never failed to pay principal and interest when due on any of its bonds, notes or other financial obligations.

Other Financial Considerations

Other than the City’s municipal debt as discussed above in “DEBT STRUCTURE OF THE CITY,” the present value amount of the City’s minimum lease payments under outstanding capital leases as of June 30, 2013, is \$585,097. See “APPENDIX A—AUDITED BASIC FINANCIAL STATEMENTS WITH INDEPENDENT AUDITOR’S REPORT FOR THE YEAR ENDED JUNE 30, 2013—Notes to Financial Statements—Note 10. Long-Term Debt—Capital Lease Obligations.”

Overlapping General Obligation Debt

<u>Entity</u>	<u>G.O. Debt Outstanding⁽¹⁾</u>	<u>Percentage Applicable to the City</u>	<u>The City’s Portion of Overlapping G.O. Debt⁽²⁾</u>
CUWCD	\$259,970,000	3.3%	\$8,579,010
Salt Lake County	249,720,000	5.0	12,486,000
Canyons School District	55,845,635	22.9	55,845,635
Alpine School District	134,150,710	0.8	<u>3,558,120</u>
Total Overlapping Debt			<u>80,468,765</u>
Direct General Obligation Debt*	4,790,000*	100.0	<u>4,790,000*</u>
Total Direct and Overlapping Debt			\$85,258,765*

* Preliminary; subject to change.

(1) For purposes of this Official Statement, the Bonds are considered issued and outstanding and the Refunded Bonds will be considered refunded.

(2) Amounts rounded to the nearest dollar.

(Sources: The City’s Supplemental Continuing Disclosure Memorandum dated December 27, 2013, as updated by the issuance of the Bonds.) [Updates to come]

General obligation debt of the State is not shown in the table above because no property taxes are currently levied for the payment of such debt. Such debt is currently paid from revenue sources other than property taxes.

General Obligation Legal Debt Limit and Additional Debt Incurring Capacity

The amount of general obligation indebtedness of the City is limited by State law to 8% of the taxable property in the City (4% for general purposes and an additional 4% for sewer, water and electric purposes) as computed from the last equalized assessment rolls for State or County purposes prior to incurring the general obligation debt. The legal general obligation debt limit and additional general obligation debt incurring capacity of

[Revenues and expenditures are recognized using the modified accrual basis of accounting in all governmental funds. Revenues are recognized in the accounting period in which they become both measurable and available. “Measurable” means that amounts can be reasonably determined within the current period. “Available” means that amounts are collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. Revenues on cost-reimbursement grants are accrued when the related expenditures are incurred.]

[In proprietary funds, revenues and expenses are recognized using the accrual basis of accounting. Revenues are recognized in the accounting period in which they are earned and become measurable, and expenses are recognized in the period incurred.]

Budget and Appropriation Process

The budget and appropriation process of the City is governed by the Uniform Fiscal Procedures Act for Utah Cities (the “Fiscal Procedures Act”). Pursuant to the Fiscal Procedures Act, the budget officer of the City is required to prepare budgets for the general fund, special revenue funds, debt service funds, and capital improvement funds. These budgets are to provide a complete financial plan for the budget (ensuing fiscal) year. Each budget is required to specify, in tabular form, estimates of anticipated revenues and appropriations for expenditures.

On or before the first regular meeting of the City Council in May of each year, the budget officer is required to submit to the City Council tentative budgets for all funds for the fiscal year commencing July 1. Various actual and estimated budget data are required to be set forth in the tentative budgets. The budget officer is required to estimate in the tentative budget the revenue from non-property tax sources available for each fund and the revenue from general property taxes required by each fund. The budget is then tentatively adopted by the City Council, with any amendments or revisions that the City Council deems advisable prior to the public hearing on the budget. After public notice and hearing, the tentative budget is adopted by the City Council, subject to further amendment or revisions by the City Council prior to adoption of the final budget.

Prior to June 22 of each year, the final budgets for all funds are adopted by the City Council. The Fiscal Procedures Act prohibits the City Council from making any appropriation in the final budget of any fund in excess of the estimated expendable revenue of such fund. The adopted final budget is subject to amendment by the City Council during the fiscal year. However, in order to increase the budget total of any fund, public notice and hearing must be provided. Intra- and inter-department transfers of appropriation balances are permitted upon compliance with the Fiscal Procedures Act.

The amount set forth in the final budget as the total amount of estimated revenue from property taxes constitutes the basis for determining the property tax levy to be set by the City Council for the succeeding tax year. See the section “AD VALOREM TAX SYSTEM—Tax Levy and Collection” below for a description of certain matters relating to the City’s ability to levy and collect general property taxes and the procedures applicable to such levy and collection.

Sources of General Fund Revenues

Set forth below are brief descriptions of the various sources of revenues available to the City’s general fund. The percentage of total general fund revenues represented by each source is based on the City’s 2013 fiscal year period.

Sales Taxes. Approximately ____% of general fund revenues are from sales taxes.

Property and Other Taxes. Approximately ____% of general fund revenues are from taxes and assessments, including property and franchise taxes.

Licenses and Permits. Approximately ____% of general fund revenues are from licenses and permits.

Intergovernmental Revenue. Approximately ____% of general fund revenues are from intergovernmental revenues.

Charges for Services. Approximately ____% of general fund revenues are from charges for services.

Fines and Forfeitures. Approximately ____% of general fund revenues are collected from fines and forfeitures.

Charges for Services—Other Funds. Approximately ____% of general fund revenues from charges for services to other funds.

Interest Income. Approximately ____% of general fund revenues are from interest income.

Miscellaneous Income. Approximately ____% of general fund revenues are from miscellaneous income.

Management’s Discussion and Analysis

In accordance with government accounting standards, the City prepares a discussion and analysis of its operations. The management’s discussion and analysis of its operations for the fiscal year ended June 30, 2013 is included in the City’s audited financial statements. See “APPENDIX A—AUDITED BASIC FINANCIAL STATEMENTS OF THE CITY OF DRAPER, UTAH FOR THE FISCAL YEAR ENDED JUNE 30, 2013—Management’s Discussion and Analysis” herein.

Financial Summaries

The following tables set forth a summary of certain financial information regarding the City and have been extracted from the City’s audited basic financial statements for the fiscal years ended June 30, 2009 through 2013. The summary itself is unaudited. A copy of the City’s audited basic financial statements for fiscal year ended June 30, 2013 is appended hereto as “APPENDIX A—AUDITED BASIC FINANCIAL STATEMENTS OF THE CITY OF DRAPER, UTAH FOR THE FISCAL YEAR ENDED JUNE 30, 2013.”

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CITY OF DRAPER
Balance Sheet—Governmental Funds
General Fund
(This summary has not been audited.)

	<u>Fiscal Year Ended June 30,</u>				
	<u>2013</u>	<u>2012</u>	<u>2011</u>	<u>2010</u>	<u>2009</u>
Assets					
Cash and cash equivalents	\$3,303,387	\$2,576,275	\$2,946,578	\$3,055,819	\$1,909,210
Investments	—	—	—	1,543,031	2,007,235
Restricted cash and cash equivalents	19,431,452	4,940,396	6,460,397	10,451,572	14,375,407
Receivables:					
Property taxes	5,938,576	5,938,576	5,958,650	6,038,919	7,493,124
Other taxes	2,063,562	2,048,314	1,767,452	1,588,498	—
Other, net	352,785	404,859	370,123	389,770	192,728
Notes receivable	3,045,771	—	—	—	—
Prepays	<u>13,312</u>	<u>13,538</u>	<u>4,699</u>	<u>2,000</u>	<u>2,000</u>
Total assets	<u>\$34,148,845</u>	<u>\$15,921,688</u>	<u>\$17,507,899</u>	<u>\$23,069,609</u>	<u>\$25,979,704</u>
Liabilities					
Accounts payable	474,214	548,339	569,729	722,588	361,546
Payables from restricted assets	—	1,011	16,566	15,636	59,475
Accrued liabilities	161,905	237,167	502,410	482,494	639,560
Developer and customer deposits	2,131,036	1,395,379	1,376,318	1,369,793	1,019,953
Unearned revenue	—	<u>5,938,576</u>	<u>5,958,650</u>	<u>5,917,053</u>	<u>5,907,193</u>
Total liabilities	<u>2,767,155</u>	<u>8,120,472</u>	<u>8,423,673</u>	<u>8,507,564</u>	<u>7,987,727</u>
Deferred Inflows of Resources:					
Unavailable revenue-property taxes	5,938,576	—	—	—	—
Unavailable revenue-notes receivable	<u>3,045,771</u>	—	—	—	—
Total deferred inflows of resources	<u>8,984,347</u>	—	—	—	—
Fund balances:					
Nonspendable - Prepays	13,312	13,538	4,699	—	—
Reserved for:					
Debt service	2,576,467	51,800	51,800	77,001	77,001
Grants	—	—	6,622	11,089	62,023
Bond proceeds	11,018,156	—	—	—	—
B and C roads	3,705,793	3,492,206	5,087,750	10,373,587	14,168,774
Unassigned	<u>5,083,615</u>	<u>4,243,942</u>	<u>3,933,355</u>	<u>4,100,368</u>	<u>3,684,179</u>
Total fund balances	<u>22,397,343</u>	<u>7,801,486</u>	<u>9,084,226</u>	<u>14,562,045</u>	<u>17,991,977</u>
Total liabilities and fund balances	<u>\$34,148,845</u>	<u>\$15,921,958</u>	<u>\$17,507,899</u>	<u>\$23,069,609</u>	<u>\$25,979,704</u>

(Source: Information extracted from the City's 2009–2013 audited basic financial statements. This summary has not been audited.)

CITY OF DRAPER
Statement of Net Position—Governmental and Business-Type Activities
(This summary has not been audited.)

	<u>Fiscal Year Ended June 30,</u>				
	<u>2013</u>	<u>2012</u>	<u>2011</u>	<u>2010</u>	<u>2009</u>
Assets:					
Cash and cash equivalents	\$19,622,833	\$19,034,914	\$14,519,188	\$16,424,105	\$11,120,865
Investments	7,929,666	2,594,038	4,999,045	1,543,031	2,007,235
Receivables:					
Accounts, net	3,844,706	4,107,995	1,306,110	1,283,630	864,857
Property taxes	10,474,397	10,125,944	10,166,166	10,821,681	11,207,723
Other taxes	2,063,562	2,048,314	1,767,452	1,588,498	—
Notes receivable	3,045,771	—	—	—	—
Prepays	53,186	53,412	4,699	2,000	2,000
Restricted cash and cash equivalents	37,758,295	14,844,001	20,304,542	22,402,580	26,390,676
Deferred charges	—	388,713	421,066	436,383	469,992
Equity investment in joint venture	1,982,127	1,818,578	1,755,346	1,667,490	1,525,013
Capital assets, not being depreciated:					
Land and rights of way	311,960,639	306,701,302	305,569,076	305,556,761	305,523,262
Intangible asset - water tank capacity	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000
Construction in progress	5,752,377	9,351,262	21,247,471	11,254,301	8,588,905
Water shares	131,907	131,907	131,907	131,907	131,907
Capital assets (net of depreciation):					
Buildings	14,080,043	14,250,512	12,972,112	13,393,765	13,133,683
Improvements other than buildings	47,564,744	47,233,715	36,700,849	36,988,426	37,267,514
Machinery and equipment	5,046,904	4,768,560	4,824,906	4,851,918	2,721,414
Furniture and fixtures	—	—	1,524	34,333	100,024
Infrastructure	<u>56,891,206</u>	<u>54,566,514</u>	<u>46,342,126</u>	<u>47,599,104</u>	<u>49,676,125</u>
Total assets	<u>\$530,202,363</u>	<u>\$494,019,681</u>	<u>485,033,585</u>	<u>\$477,979,913</u>	<u>\$472,731,195</u>
Liabilities:					
Accounts payable	2,216,642	1,460,119	2,585,637	1,802,869	1,252,281
Liabilities payable from restricted assets	—	442,339	441,747	233,727	190,635
Accrued liabilities	218,489	293,678	650,782	264,572	392,351
Accrued interest payable	391,303	224,438	225,777	238,264	258,142
Developer and customer deposits	2,491,625	1,771,981	7,624,574	1,571,717	1,192,619
Unearned revenue	1,962,000	10,125,944	4,207,516	10,699,815	9,621,792
Noncurrent liabilities:					
Due within one year	2,274,803	2,348,018	2,219,866	1,852,731	1,270,000
Due in more than one year:	<u>44,535,734</u>	<u>23,411,015</u>	<u>25,037,562</u>	<u>23,962,847</u>	<u>23,566,926</u>
Total liabilities	54,090,596	40,077,532	42,993,461	40,626,542	37,744,746
Deferred Inflows of Resources:					
Unavailable revenue-property taxes	<u>10,474,397</u>	—	—	—	—
Net Position:					
Invested in capital assets, net	415,511,346	415,434,564	404,693,648	395,994,932	394,305,903
Restricted for:					
Debt service	513,038	756,330	872,634	624,081	693,267
Future development	17,870,654	14,699,092	25,158,837	20,988,445	24,583,865
Perpetual care—Nonexpendable	174,259	174,259	174,259	174,259	175,727
MBA projects	—	—	—	51,974	565,083
RDA projects	500,000	—	1,282,509	318,861	—
Grants	2,647,977	—	6,622	11,089	62,023
TRSSD projects	—	—	111,942	111,942	111,942
Unrestricted	<u>28,420,096</u>	<u>25,877,904</u>	<u>9,739,673</u>	<u>19,077,788</u>	<u>14,488,639</u>
Total net assets	<u>465,637,370</u>	<u>456,942,149</u>	<u>442,040,124</u>	<u>437,353,371</u>	<u>434,986,449</u>
Total Liabilities and Net Position	<u>\$530,202,363</u>	<u>\$497,019,681</u>	<u>\$485,033,585</u>	<u>\$477,979,913</u>	<u>\$472,731,195</u>

(Source: Information extracted from the City's 2009-2013 audited basic financial statements. This summary has not been audited.)

CITY OF DRAPER
Statement of Revenues, Expenditures and Changes in Fund Balances—Governmental Funds—General Fund
(This summary has not been audited.)

	<u>Fiscal Year Ended June 30,</u>				
	<u>2013</u>	<u>2012</u>	<u>2011</u>	<u>2010</u>	<u>2009</u>
Revenues:					
Taxes:					
Property	\$7,057,888	\$7,247,469	\$6,719,571	\$6,900,441	6,436,347
Sales	8,009,456	7,434,613	6,815,929	6,574,579	6,794,978
Franchise	4,737,336	4,412,562	4,254,768	4,068,090	4,078,070
Licenses and permits	2,753,909	2,100,542	1,620,627	1,381,240	1,184,133
Intergovernmental	1,559,341	1,528,473	1,810,323	1,931,459	12,619,889
Charges for services ,	2,281,193	2,140,575	1,943,230	1,683,917	1,127,309
Fines and forfeitures	614,663	632,624	657,960	744,891	734,363
Interest income	109,058	124,232	103,280	146,142	193,700
Miscellaneous	<u>59,768</u>	<u>28,085</u>	<u>33,274</u>	<u>105,147</u>	<u>99,321</u>
Total revenues	<u>27,182,612</u>	<u>25,649,175</u>	<u>23,958,962</u>	<u>23,535,906</u>	<u>33,268,110</u>
Expenditures:					
Current:					
General government	7,553,142	7,876,716	7,617,440	6,626,011	6,662,269
Public safety	8,760,349	8,323,122	8,461,058	8,757,905	8,937,592
Highways and public improvements	2,790,679	4,233,370	2,727,583	4,519,078	2,861,449
Parks, recreation and public property	2,659,074	2,573,320	2,247,215	2,065,936	1,922,880
Capital outlay	604,424	585,092	517,009	344,748	511,871
Debt service:					
Principal	495,000	470,000	445,000	430,000	415,000
Bond issuance costs	289,666	-	-	-	-
Interest	<u>735,701</u>	<u>383,587</u>	<u>386,963</u>	<u>403,328</u>	<u>417,380</u>
Total expenditures	<u>23,888,035</u>	<u>24,415,207</u>	<u>22,402,268</u>	<u>23,147,006</u>	<u>21,728,441</u>
Excess of revenues over (under) expenditures	<u>3,294,577</u>	<u>1,233,968</u>	<u>1,556,694</u>	<u>388,900</u>	<u>11,539,669</u>
Other Financing Sources (Uses):					
Transfers in	1,598,783	1,257,992	1,032,820	1,021,855	1,976,284
Transfers out	(10,078,448)	(3,760,092)	(8,110,363)	(4,852,459)	(1,305,000)
Proceeds from bond issuance	19,765,000	-	-	-	-
Premium on bonds issued	3,015,138	-	-	-	-
Payments out of construction escrow	(3,045,771)	-	-	-	-
Sale of capital assets	<u>46,578</u>	<u>15,392</u>	<u>43,030</u>	<u>11,772</u>	<u>20,458</u>
Total other financing sources (uses)	<u>11,301,280</u>	<u>(2,486,708)</u>	<u>(7,034,513)</u>	<u>(3,818,832)</u>	<u>691,742</u>
Net change in fund balance	14,595,857	(1,252,740)	(5,477,819)	(3,429,932)	12,231,411
Fund balance at beginning of year	<u>7,801,486</u>	<u>9,084,226</u>	<u>14,562,045</u>	<u>17,991,977</u>	<u>5,760,566</u>
Fund balance at end of year	<u>\$22,397,343</u>	<u>\$7,831,486</u>	<u>\$9,084,226</u>	<u>\$14,562,045</u>	<u>\$17,991,977</u>

(Source: Information extracted from the City's 2009-2013 audited basic financial statements. This summary has not been audited.)

AD VALOREM TAX SYSTEM

Certain Property Tax Matters

The Property Tax Act, Title 59, Chapter 2, Utah Code (the “Property Tax Act”), provides that all taxable property within the taxing entity is required to be assessed and taxed at a uniform and equal rate on the basis of 100% of its “fair market value” as of January 1 of each year, unless otherwise provided by law. “Fair market value” is defined in the Property Tax Act as “the amount at which property would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or sell and both having reasonable knowledge of the relevant facts.” Determinations of “fair market value” shall take into account the current zoning laws applicable to the property in question. Section 2 of Article XIII of the State of Utah Constitution (the “State Constitution”) provides that the State Legislature may by law exempt from taxation up to 45% of the fair market value of residential property as defined by law. Pursuant to this provision, the State Legislature enacted legislation which became effective on January 1, 1995 providing that the “fair market value” of primary residential property will be reduced by 45%. No more than one acre of land per residential unit may qualify for the residential exemption.

The Property Tax Act provides that the Utah State Tax Commission (the “Tax Commission”) shall assess certain types of property (“centrally assessed property”), including (i) properties that operate as a unit across county lines that must be apportioned among more than one county or state, (ii) public utility (including railroad) properties, (iii) airline operating properties, (iv) geothermal properties, and (v) mines, mining claims and appurtenant machinery, furnishings and improvements, including oil and gas properties. All other taxable property (“locally assessed property”) is required to be assessed by the county assessor of the county in which such locally assessed property is located. Each county assessor must update property values annually based upon a systematic review of current market data. Each county assessor must also complete a detailed review of property characteristics for each parcel of property at least once every five years. The Property Tax Act requires that the State Tax Commission conduct an annual investigation in each county to determine whether all property subject to taxation is on the assessment rolls and whether the property is being assessed at its “fair market value.”

The State Tax Commission and the county assessors utilize various valuation methods, as determined by statute, administrative regulation, or accepted practice, to determine the “fair market value” of taxable property.

Uniform Fees

An annual statewide uniform fee is levied on tangible personal property in lieu of the ad valorem tax. The uniform fee is based on either the age or the value of motor vehicles, watercraft, recreational vehicles, and all other tangible personal property required to be registered with the State. The current uniform fee is established at 1.5% of the fair market value of motor vehicles that weigh 12,001 pounds or more, watercraft, recreational vehicles and all other tangible personal property required to be registered with the State, excluding exempt property such as aircraft and property subject to a fixed age-based fee, and motor homes, for which the uniform fee is 1.0% of the fair market value. Motor vehicles weighing 12,000 pounds or less are subject to an age-based fee that is due each time the vehicle is registered. The age-based fee is for passenger type vehicles and ranges from \$10 to \$150, depending on the age of the vehicle. Recreational vehicles (except motor homes), motorcycles, watercraft (except large watercraft), snowmobiles and certain small motor vehicles required to be registered with the State are also subject to an age-based fee that ranges from \$10 to \$700, depending on the age of the vehicle. The revenues collected from the various uniform fees are distributed by the county to the taxing entity in which the property is located in the same proportion in which revenue collected from ad valorem real property tax is distributed.

Tax Levy and Collection

The State Tax Commission must assess all centrally assessed property by May 1 of each year and shall immediately notify the owners or operators of such property, and the county assessors, of such assessment. County assessors must assess all taxable property other than centrally assessed property before May 22 of each year. Before May 25 the State Tax Commission apportions the value of centrally assessed property to the various taxing entities within each county and reports such values to county auditors before June 8. The governing body of each taxing entity must adopt a final tax rate before June 22 except as described below for rates in excess of the certified tax

rate. County auditors must forward to the State Tax Commission a statement prepared by the governing body of each taxing entity showing the amount and purpose of each levy.

If the State Tax Commission determines that a tax levy established by a taxing entity exceeds the maximum levy permitted by law, the State Tax Commission must lower the levy to the maximum level permitted by law, notify the taxing entity that the rate has been lowered, and notify the county auditor of the county in which the taxing entity is located to implement the rate established by the State Tax Commission.

On or before July 22 of each year, the county auditors must mail to all owners of real estate shown on their assessment rolls notice of, among other things, the value of the property, itemized tax information for all taxing entities and the date their respective county boards of equalization will meet to hear complaints. Taxpayers owning property assessed by the county assessors may file an application with the appropriate county board of equalization for the purpose of contesting the assessed valuation of their property. The county boards of equalization must render a decision on each appeal. Such decisions may be appealed to the State Tax Commission, which must decide all appeals by March 1 of the following year. Owners of centrally assessed property, or any county with a showing of reasonable cause, may apply to the State Tax Commission for a hearing. The State Tax Commission must render a written decision no later than 120 days following completion of the hearing and submission of all post hearing briefs. The county auditors must make a record of all changes, corrections, and orders and, before November 1, must deliver the corrected assessment rolls to their respective county treasurers. By November 1, the county treasurer is to furnish to each taxpayer a notice containing, among other things, the amount of the tax levied on the property and the year that the property is subject to a detailed review as described under "AD VALOREM TAX SYSTEM" above. Taxes are due November 30 or, if a Saturday, Sunday, or holiday, the next business day following.

Each county treasurer is responsible for collecting all taxes levied on real property within that county. As taxes are collected, each county treasurer must pay the State and each taxing entity within the county its proportionate share of the taxes, on the tenth day of each month. Delinquent taxes are subject to a penalty of 2.5% of the amount of the taxes or \$10 whichever is greater. However, the penalty is 1% of the amount of the delinquent taxes or \$10, whichever is greater, if all delinquent taxes and the penalty are paid on or before the January 31 immediately following the delinquency date. Unless the delinquent taxes and penalty are paid on or before January 31 of the following year, the amount of delinquent taxes and penalty bears interest at the federal funds rate target in effect on the January 1 immediately following the date of delinquency, plus 6% from January 1 until paid; provided, however, that such interest rate may not be less than 7% or more than 10%. If any property is not redeemed by March 15 following the lapse of four years from the date when the property tax became delinquent, the affected county may advertise and sell the property at a tax sale.

The process described above changes if a county or other taxing entity proposes a tax rate in excess of the certified tax rate (as described under "Public Hearing on Certain Tax Increases" below). If such an increase is proposed, the taxing entity must adopt a proposed tax rate before June 22. In addition, the county auditor must include certain information in the notices to be mailed by July 22, as described above, including information concerning the proposed increase in the certified tax rate, the tax impact of the proposed increase on the property and the time and place of the public hearing described in "Public Hearing on Certain Tax Increases" below. In most cases, notice of the public hearing must also be advertised by publication. After the public hearing is held, the taxing entity may adopt a resolution levying a tax in excess of the certified tax rate. If a resolution levying a tax in excess of the certified tax rate is not forwarded to the county auditor by August 17, the county auditor must forward the certified tax rate to the State Tax Commission. The final tax notice is then mailed by November 1.

Public Hearing on Certain Tax Increases

Each taxing entity that proposes to levy a tax rate that exceeds the certified tax rate may do so, by resolution, only after holding a public hearing. Generally, the "certified tax rate" is the rate necessary to generate the same property tax revenue that the taxing entity budgeted for the prior year, exclusive of collections from interest and penalties.

For purposes of calculating the certified tax rate, county auditors are to use the taxable value of property on the assessment rolls, exclusive of new growth. New growth is any increase in taxable value of the taxing entity from

the previous calendar year to the current year less the amount of increase to locally assessed real property taxable values resulting from factoring, reappraisal, or any other adjustments. For debt service voted on by the public, the certified rate shall be the actual levies imposed for such purposes. Consequently, no hearing is necessary for debt service levies.

On or before July 22 of the year in which such an increase is proposed, notice of the public hearing must be mailed to all property owners and, in most cases, must be advertised by publication. The notice of the hearing must state, among other things, the value of the property, the date, time, and place of the public hearing, and the tax impact of the proposed increase.

Historical Property Tax Rates

The maximum rate of levy applicable to the City for general fund operations authorized by State law is .007000 per dollar of taxable value of taxable property within the City. The City may levy an unlimited tax levy to pay the principal of and interest on legally issued general obligation bonds. The City levies the same total tax levy in Salt Lake and Utah Counties.

	Tax Rate					
	Maximum Limit	<u>2013</u>	<u>2012</u>	<u>2011</u>	<u>2010</u>	<u>2009</u>
General Fund.....	.007000	.001721	.001831	.001819	.001728	.001657
General obligation bonds.....	unlimited	<u>.000166</u>	<u>.000178</u>	<u>.000177</u>	<u>.000168</u>	<u>.000161</u>
Total levy.....		<u>.001887</u>	<u>.002009</u>	<u>.001996</u>	<u>.001896</u>	<u>.001818</u>

(Source: The City's Supplemental Continuing Disclosure Memorandum, dated December 19, 2013.)

Comparative Total Property Tax Rates of the City and Surrounding Cities⁽¹⁾⁽²⁾

City	Total City Tax Rate				
	<u>2013</u>	<u>2012</u>	<u>2011</u>	<u>2010</u>	<u>2009</u>
Taylorsville	.002722	.002202	.001794	.001739	.001690
South Jordan	.002440	.002376	.002332	.002072	.002028
Logan	.002247	.002287	.002321	.002296	.002157
Lehi	.002432	.002585	.002519	.002370	.001789
Murray	.002216	.002259	.002203	.002163	.002022
Bountiful	.001063	.001094	.001093	.001037	.000948
City of Draper	.001887	.002009	.001996	.001896	.001818
Riverton	.000000	.000000	.000880	.000839	.000816
Roy	.002430	.002389	.002263	.002266	.002084
Pleasant Grove	.002237	.002315	.002256	.002085	.001943
Cottonwood Heights	.002522	.002654	.002586	.002517	.002399

(Source: The City's Supplemental Continuing Disclosure Memorandum, dated December 19, 2013.)

Comparative Total Property Tax Rates Within Salt Lake County

This table reflects those municipal entities and property tax rates within Salt Lake County, except as noted.

Tax Levying Entity ⁽¹⁾	Total Tax Rate Within Taxing Area				
	<u>2013</u>	<u>2012</u>	<u>2011</u>	<u>2010</u>	<u>2009</u>
Canyons School District:					
Alta Town	.013703	.013482	.013140	.012927	.011529
Cottonwood Heights City	.016880	.016858	.016417	.015921	.014488
Draper City ⁽³⁾⁽⁴⁾	.018580	.018946	.018575	.017556	.015679
Midvale City	.016822	.016549	.016045	.015722	.014010
Sandy City	.016052	.015970	.015494	.015084	.014393
Granite School District:					
Holladay City	.014524	.014300	.013805	.013088	.012089
Murray City ⁽³⁾	.014702	.014584	.014061	.013358	.012896
Salt Lake City ⁽³⁾	.017318	.016838	.016030	.015541	.013991
South Salt Lake City	.014918	.014653	.013901	.013421	.012566
Taylorsville City ⁽³⁾	.016642	.015881	.014767	.014101	.013312
West Jordan City ⁽³⁾	.016517	.016386	.015042	.014490	.013727
West Valley City	.019363	.019412	.018322	.016857	.016099
Jordan School District:					
Bluffdale Town	.013877	.013736	.013500	.012271	.012673
Draper City ⁽³⁾	.014286	.014163	—	—	—
Herriman City	.017194	.016619	.014376	.013262	.013769
Murray City ⁽³⁾	.013419	.013331	.013130	.012122	.012663
Riverton City	.016776	.016184	.014838	.013725	.014214
South Jordan City	.014839	.014530	.014310	.013031	.013497
Taylorsville City ⁽³⁾	.014853	.014082	.013493	.012444	.012895
West Jordan City ⁽³⁾	.016620	.016547	.015604	.014623	.015078
Murray City School District:					
Murray City	.013811	.012994	.012537	.012069	.011135
Salt Lake City School District:					
Salt Lake City	.019899	.019400	.018668	.018409	.016914
Unincorporated areas ⁽²⁾ :					
Canyons School District	.018861	.018357	.016755	.018210	.014892
Granite School District	.019196	.018708	.016736	.016047	.015298
Jordan School District	.018561	.018026	.016420	.015477	.015758
Alpine School District (Utah County):					
Draper City ⁽³⁾⁽⁴⁾	.016499	.017268	.012614	.011857	.010986

(1) These tax rates represent a taxing district within the city or town with the highest combined total tax rates of all overlapping taxing districts.

(2) These tax rates represent a taxing district within the unincorporated municipalities within the County with the highest combined total tax rates of all overlapping taxing districts.

(3) Portions of these cities boundaries are within two or more school district boundaries.

(4) A portion of the city is also located in Utah County.

(Source: The City's Supplemental Continuing Disclosure Memorandum, dated December 19, 2013.)

Taxable and Estimated Fair Market Value of Taxable Property

This table includes valuation for the City in both Salt Lake and Utah Counties. For more detail see in this section “Historical Summaries of Taxable Value of Property” below.

<u>Year</u>	<u>Taxable Value⁽¹⁾</u>	<u>% Change Over Prior Year</u>	<u>Fair Market/ Market Value⁽²⁾</u>	<u>% Change Over Prior Year</u>
2013 ⁽³⁾	\$3,784,948,095	8.3%	\$5,536,163,000	7.4%
2012	3,494,785,089	0.1	5,154,144,076	0.0
2011	3,491,240,360	(4.4)	5,152,288,458	(5.0)
2010	3,653,684,623	(2.1)	5,425,897,610	(2.3)
2009	3,733,217,397	(14.2)	5,551,765,423	(16.6)

⁽¹⁾ Taxable valuation includes redevelopment agency valuation. The estimated redevelopment agency valuation for Calendar Year 2013 was approximately \$345.5 million; for Calendar Year 2012 was approximately \$300.3 million; Calendar Year 2011 was approximately \$290.7 million; for Calendar Year 2010 was approximately \$259.8 million; for Calendar Year 2009 was approximately \$276.9 million; and for Calendar Year 2008 was approximately \$236.4 million. (Source: Reports from the State Tax Commission.)

⁽²⁾ Estimated fair market values were calculated by dividing the taxable value of primary residential property by 55%, which eliminates the 45% exemption on primary residential property granted under the Utah Property Tax Act.

⁽³⁾ Preliminary; subject to change. (Source: State Tax Commission.)

(Source: The City’s Supplemental Continuing Disclosure Memorandum, dated December 19, 2013.)

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Historical Summary of All Taxable Values

	2013*				2012		
	Taxable Value			%	Taxable Value		
<i>Set by State Tax Commission (Centrally Assessed)</i>	<u>Salt Lake</u>	<u>Utah</u>	<u>Total</u>	<u>% of T.V.</u>	<u>Salt Lake</u>	<u>Utah</u>	<u>Total</u>
Total centrally assessed	<u>\$142,516,539</u>	<u>\$521,171</u>	<u>\$143,037,710</u>	<u>3.8%</u>	<u>\$139,875,172</u>	<u>\$461,287</u>	<u>\$140,336,459</u>
<i>Set by County Assessor (Locally Assessed)</i>							
Real property:							
Primary residential	2,042,158,349	97,078,780	2,139,237,129	56.5	1,925,268,721	102,333,385	2,027,602,106
Other residential	150,000,000	-	150,000,000	4.0	130,449,880	-	130,449,880
Commercial and industrial	1,150,000,000	-	1,150,000,000	30.4	990,809,140	-	990,809,140
FAA	-	39,500	39,500	0.0	-	39,063	39,063
Unimproved non FAA	885,000	37,000,500	37,885,500	1.0	798,580	40,071,300	40,869,880
Agricultural	<u>525,000</u>	<u>-</u>	<u>525,000</u>	<u>0.0</u>	<u>518,400</u>	<u>-</u>	<u>518,400</u>
Total real property	<u>3,343,568,349</u>	<u>134,118,780</u>	<u>3,477,687,129</u>	<u>91.9</u>	<u>3,047,844,721</u>	<u>142,443,748</u>	<u>3,190,288,469</u>
Personal property ⁽¹⁾ :							
Primary mobile homes	503,323	-	503,323	0.0	503,323	-	503,323
Secondary mobile homes	160,339	-	160,339	0.0	160,339	-	160,339
Other business personal	<u>163,464,569</u>	<u>31,930</u>	<u>163,496,499</u>	<u>4.3</u>	<u>163,464,569</u>	<u>31,930</u>	<u>163,496,499</u>
Total personal property	<u>164,128,231</u>	<u>31,930</u>	<u>164,160,161</u>	<u>4.3</u>	<u>164,128,231</u>	<u>31,930</u>	<u>164,160,161</u>
Total locally assessed	<u>3,507,696,580</u>	<u>134,150,710</u>	<u>3,641,847,290</u>	<u>96.2</u>	<u>3,211,972,952</u>	<u>142,475,678</u>	<u>3,354,448,630</u>
Total taxable value	<u>\$3,650,213,119</u>	<u>\$134,671,881</u>	<u>\$3,784,885,000</u>	<u>100.0%</u>	<u>\$3,351,848,124</u>	<u>\$142,936,965</u>	<u>\$3,494,785,089</u>

* Preliminary; subject to change.

⁽¹⁾ Does not include taxable valuation associated with SCME (semi-conductor manufacturing equipment).

(Source: The City's Supplemental Continuing Disclosure Memorandum, dated December 19, 2013.)

Historical Summary of All Taxable Values (continued)

	2011			2010			2009		
	Taxable Value			Taxable Value			Taxable Value		
<i>Set by State Tax Commission (Centrally Assessed)</i>	<u>Salt Lake</u>	<u>Utah</u>	<u>Total</u>	<u>Salt Lake</u>	<u>Utah</u>	<u>Total</u>	<u>Salt Lake</u>	<u>Utah</u>	<u>Total</u>
Total centrally assessed	<u>\$125,762,768</u>	<u>\$414,185</u>	<u>\$126,176,953</u>	<u>\$104,657,449</u>	<u>\$387,798</u>	<u>\$105,045,247</u>	<u>\$80,968,370</u>	<u>\$540,858</u>	<u>\$81,509,228</u>
<i>Set by County Assessor (Locally Assessed)</i>									
Real property:									
Primary residential	1,925,263,172	104,406,115	2,029,669,287	2,060,732,659	104,773,529	2,165,506,188	2,112,427,494	109,664,536	2,222,092,030
Other residential	156,731,530	36,883,298	193,614,828	180,107,530	65,066,016	245,173,546	214,709,830	86,158,516	300,868,346
Commercial and industrial	977,233,530	189,016	977,422,546	966,723,490	156,016	966,879,506	965,403,590	159,200	965,562,790
FAA	–	33,251	33,251	–	30,678	30,678	–	28,332	28,332
Unimproved non FAA	1,857,620	112,400	1,970,020	635,030	1,770,882	2,405,912	551,070	923,200	1,474,270
Agricultural	473,800	–	473,800	519,730	–	519,730	1,516,500	–	1,516,500
Total real property	<u>3,061,559,652</u>	<u>141,624,080</u>	<u>3,203,183,732</u>	<u>3,208,718,439</u>	<u>171,797,121</u>	<u>3,380,515,560</u>	<u>3,294,608,484</u>	<u>196,933,784</u>	<u>3,491,542,268</u>
Personal property ⁽¹⁾ :									
Primary mobile homes	500,610	–	500,610	531,907	–	531,907	577,780	–	577,780
Secondary mobile homes	152,943	–	152,943	231,802	–	231,802	113,766	–	113,766
Other business personal	161,181,402	44,720	161,226,122	167,250,986	109,121	167,360,107	159,368,897	105,458	159,474,355
Total personal property	<u>161,834,955</u>	<u>44,720</u>	<u>161,879,675</u>	<u>168,014,695</u>	<u>109,121</u>	<u>168,123,816</u>	<u>160,060,443</u>	<u>105,458</u>	<u>160,165,901</u>
Total locally assessed	<u>3,223,394,607</u>	<u>141,668,800</u>	<u>3,365,063,407</u>	<u>3,376,733,134</u>	<u>171,906,242</u>	<u>3,548,639,376</u>	<u>3,454,668,927</u>	<u>197,039,242</u>	<u>651,708,169</u>
Total taxable value	<u>\$3,349,157,375</u>	<u>\$142,082,985</u>	<u>\$3,491,240,360</u>	<u>\$3,481,390,583</u>	<u>\$172,294,040</u>	<u>\$3,653,684,623</u>	<u>\$3,535,637,297</u>	<u>\$197,580,100</u>	<u>\$3,733,217,397</u>

⁽¹⁾ Does not include taxable valuation associated with SCME (semi-conductor manufacturing equipment).
(Source: The City's Supplemental Continuing Disclosure Memorandum, dated December 19, 2013.)

Property Tax Levies and Collections

TAX REVENUE COLLECTED IN SALT LAKE COUNTY

Tax Year End 12/31 ⁽¹⁾	Total Taxes Levied ⁽²⁾	Treasurer's Relief ⁽³⁾	Net Taxes Assessed	Current Collections	Delinquent, Personal Property and Miscellaneous Collections ⁽⁴⁾	Total Collections	% of Current Collections to Net Taxes Assessed	% of Total Collections to Net Taxes Assessed
2012	\$6,137,139	\$21,170	\$6,115,969	\$5,926,708	\$494,630	\$6,421,338	96.9%	105.0%
2011	6,081,422	19,089	6,062,333	5,805,692	409,988	6,215,680	95.8	102.5
2010	6,084,660	17,400	6,067,260	5,689,205	410,951	6,100,156	93.8	100.5
2009	5,989,614	16,664	5,972,950	5,465,789	453,897	5,919,686	91.5	99.1
2008	5,912,496	12,438	5,900,085	5,471,512	335,993	5,807,505	92.7	98.4

⁽¹⁾ The City collected fees-in-lieu payments for tax year 2012 of \$26,353; for tax year 2011 of \$28,479; for tax year 2010 of \$395,179; for tax year 2009 of \$436,604; and for tax year 2008 of \$440,007 from tax equivalent property associated with motor vehicles, watercraft, recreational vehicles, and all other tangible personal property required to be registered with the State.

⁽²⁾ Includes adjustment (or reduction of taxable value) for redevelopment agencies located in the City.

⁽³⁾ Treasurer's Relief includes abatements. Abatements are levied against the property, but are never collected and paid to the entity.

⁽⁴⁾ Delinquent Collections include interest; sales of real and personal property; and miscellaneous delinquent collections.

(Source: The City's Supplemental Continuing Disclosure Memorandum, dated December 19, 2013.)

TAX REVENUE COLLECTED IN UTAH COUNTY

Tax Year End 12/31 ⁽¹⁾	Total Taxes Levied ⁽²⁾	Treasurer's Relief ⁽³⁾	Net Taxes Assessed	Current Collections	Delinquent, Personal Property and Miscellaneous Collections ⁽⁴⁾	Total Collections	% of Current Collections to Net Taxes Assessed	% of Total Collections to Net Taxes Assessed
2012	\$287,160	\$1,659	\$285,501	\$267,631	\$29,560	\$297,191	93.7%	104.1%
2011	283,593	1,913	281,680	262,228	267,198	529,426	93.1	188.0
2010	326,661	1,214	325,447	251,504	30,806	282,310	77.3	86.7
2009	359,170	839	358,331	255,552	45,849	301,401	71.3	84.1
2008	324,421	496	323,925	220,466	48,640	269,106	68.1	83.0

⁽¹⁾ The City collected fees-in-lieu payments for tax year 2012 of \$4,413; for tax year 2011 of \$4,144; for tax year 2010 of \$3,846; for tax year 2009 of \$3,262; and for tax year 2008 of \$3,068 from tax equivalent property associated with motor vehicles, watercraft, recreational vehicles, and all other tangible personal property required to be registered with the State.

⁽²⁾ Includes adjustment (or reduction of taxable value) for redevelopment agencies located in the City.

⁽³⁾ Treasurer's Relief includes abatements. Abatements are levied against the property, but are never collected and paid to the entity.

⁽⁴⁾ Delinquent Collections include interest; sales of real and personal property; and miscellaneous delinquent collections.

(Source: The City's Supplemental Continuing Disclosure Memorandum, dated December 19, 2013.)

Principal Property Taxpayers in the City

The following table sets forth the principal property taxpayers in the City for calendar year 2013:

<u>Taxpayer</u>	<u>Type of Business</u>	2013 <u>Taxable Value</u> ⁽¹⁾	% of the City's Prelim. 2013 <u>Tax Value</u>
Inland Diversified Draper	Commercial real estate	\$61,312,500	1.6%
E-bay Inc.	Data processing	59,017,014	1.6
Women's Hospital	Health care and social assistance	52,774,600	1.4
Inland Coca Cola Bottling Corp.	Wholesale trade	47,498,730	1.3
Arden Realty Limited	Commercial real estate	37,752,600	1.0
Ikea Property Inc.	Retail trade	29,374,269	0.8
Pinnacle Reserve Associates, LLC	Real estate and rental leasing	28,974,605	0.8
Miller Draper LLC; Et Al	Wholesale trade	24,065,900	0.6
LD Bowerman Investments LLC	Real estate and rental leasing	23,820,200	0.6
KMAM Real Estate	Real estate and rental leasing	<u>17,827,646</u>	<u>0.5</u>
Total		<u>\$382,418,064</u>	<u>10.1%</u>

⁽¹⁾ Taxable Value used in this table *excludes* all tax equivalent property associated with motor vehicles, watercraft, recreational vehicles, and all other tangible personal property required to be registered with the State. See in this section "Taxable and Estimated Fair Market Value of Taxable Property" above.

(Source: The City's Supplemental Continuing Disclosure Memorandum, dated December 19, 2013.)

SALES AND USE TAX

Sales Tax

The Local Sales and Use Tax Act, Title 59, Chapter 12, Part 2, Utah Code Annotated 1953, as amended (the "Local Sales and Use Tax Act"), provides that each county, city and town in the State may levy a local sales and use tax. Pursuant to the Local Sales and Use Tax Act, cities and towns may levy a local sales and use tax of up to 1.00% on the purchase price of taxable goods and services for general purposes. The City currently levies sales and use taxes at the full rate of 1.00%. In addition, the voters of the City approved a City Cultural Arts & Recreation Enhancement Tax ("CARE") at a rate, of 0.10%, which went into effect on April 1, 2006. The CARE tax is authorized to be levied for eight years from its effective date and may only be used for cultural arts and recreation purposes. The overall sales and use tax levied by the City equals 1.10%.

In addition to the sales and use taxes described above, the counties and cities in the State are authorized to impose sales and use taxes to fund a public transportation system. Furthermore, counties may also impose a sales and use tax for general fund purposes of up to 0.25%. The County currently imposes sales and use taxes of 0.80% consisting of a 0.25% for general fund purposes, plus an 0.30% for a fixed guideway system and 0.25% for airport, highway and public transportation.

The local sales and use tax is levied in addition to a statewide sales and use tax (the "Statewide Tax") which as of January 1, 2009 is imposed at a rate of 4.70% of the purchase price of taxable goods and services (except that only 1.75% is levied on unprepared food and food ingredients), with sales of natural gas, electricity and fuel oil for residential use being taxed at an additional statewide rate of 2.00%. The taxable transactions and the

exemptions under the Local Sales and Use Tax Act conform to those of the statewide sales and use tax. The total sales tax rate within the City is 6.85 %.

Sales tax is imposed on the amount paid or charged for sales of tangible personal property in the State and for services rendered in the State for the repair, renovation or installation of tangible personal property. Use tax is imposed on the amount paid or charged for the use, storage or other consumption of tangible personal property in the State, including services for the repair, renovation or installation of such tangible personal property. Sales and use taxes also apply to leases and rentals of tangible personal property if the tangible personal property is in the State, the lessee takes possession in the State or the tangible personal property is stored, used or otherwise consumed in the State.

Local sales and use taxes are collected by the Utah State Tax Commission and distributed on a monthly basis to each county, city and town. The distributions are based on a formula, which provides generally, with certain exceptions, that (1) 50% of sales tax collections will be distributed on the basis of the population of the local government and (2) 50% of sales tax collections will be distributed on the basis of the point of sale (the “50/50 Distribution”). The 50/50 Distribution formula is subject to the provision that through fiscal year 2012-13, any local government that imposes a sales and use tax at the rate of 1.00% will receive a distribution of not less than 0.75% of the taxable sales within its boundaries for fiscal year 2008-09 (the “Minimum Distribution”). However, any local government not receiving the Minimum Distribution for three consecutive fiscal years shall receive the 50/50 Distribution for the following fiscal year. Beginning in fiscal year 2013-14 and ending with fiscal year 2015-16, a local government shall receive the Minimum Distribution for such fiscal year if for fiscal year 2012-13 the 50/50 Distribution is less than or equal to the product of the Minimum Distribution and 0.9.

A sales and use tax due and unpaid constitutes a debt due from the vendor and may be collected, together with interest, penalty, and costs, by appropriate judicial proceeding within three years after the vendor is delinquent. Furthermore, if a sales and use tax is not paid when due and if the vendor has not followed the procedures to object to a notice of deficiency, the Utah State Tax Commission may issue a warrant directed to the sheriff of any county commanding him to levy upon and sell the real and personal property of a delinquent taxpayer found within such county for the payment of the tax due. The amount of the warrant shall have the force and effect of an execution against all personal property of the delinquent taxpayer and shall become a lien upon the real property of the delinquent taxpayer in the same manner as a judgment duly rendered by any district court.

The Utah State Legislature enacted legislation in 2006 effecting a three-year rate reduction of State’s (not the City’s) portion of the sales tax on unprepared food and food ingredients, which became effective January 1, 2007. The latest rate reduction took place effective January 1, 2008, reducing the portion of the sales tax on unprepared food and food ingredients from the then current rate of 2.75% to 1.75%. Other legislation raised the State Sales and Use Tax (except on food and food ingredients) by 0.05% to 4.7%, effective January 1, 2009.

The City cannot predict whether or not the Utah Legislature will again adjust or change sales and use tax categories and distributions, including adjustments and changes that could affect Sales and Use Taxes at some point in the future.

The following table shows the amounts of Local Sales and Use Taxes received by the City from the Utah State Tax Commission in the last five fiscal years:

<u>Fiscal Year</u>	<u>Local Sales and Use Taxes</u>	<u>Percent Change From Prior Year</u>
2013	\$8,009,456	_____ %
2012	7,434,613	9.08
2011	6,815,929	3.67
2010	6,574,579	-3.24
2009	6,794,978	-8.70

(Source: the City.)

Utility Franchise Taxes and Fees

Under Utah law, municipalities have the authority to impose a tax, license, fee, energy sales and use tax or similar charge at a rate not exceeding 6% of gross revenues of public utilities collected within the boundaries of the municipality (or, in the case of gas and electric service providers, not exceeding 6% of the “delivered value” of “taxable energy”). Utilities upon which these taxes and fees may be levied include telephone, natural gas, electric energy service companies and city public utilities. Utility franchise taxes and fees are collected by the utility and remitted on a monthly basis to the local government. Energy sales and use taxes are, in certain circumstances, remitted by the energy service provider to the State Tax Commission and then to the municipality.

[The City has previously levied a combination of utility franchise fees and privilege taxes on certain utilities doing business within its boundaries equal in the aggregate to (i) 3.5% telecommunication tax or gross receipts for all entities engaged in telecommunications, including _____; (ii) 6% energy sales and use tax on gross receipts from _____; and (iii) [other?] from _____].

LEGAL MATTERS

Absence of Litigation

The City Attorney has officially advised that, to the best of his knowledge after due inquiry, there is no pending or threatened litigation that would legally stop, enjoin, or prohibit the issuance, sale or delivery of the Bonds.

General

The authorization and issuance of the Bonds are subject to the approval of Ballard Spahr LLP, Bond Counsel to the City. Certain matters relating to disclosure will be passed upon for the City by Ballard Spahr LLP, Disclosure Counsel to the City. Certain legal matters will be passed upon for the City by Paul B. Johnson, Esq., City Attorney. The approving opinion of Bond Counsel will be delivered with the Bonds. A copy of the opinion of Bond Counsel in substantially the form set forth in APPENDIX B of this Official Statement will be made available upon request from the contact person as indicated under “INTRODUCTION—Contact Persons” above.

TAX MATTERS

Federal Income Tax

Excludability of Interest. In the opinion of Ballard Spahr LLP, Bond Counsel to the City, interest on the Bonds is excludable from gross income for purposes of federal income tax under existing laws as enacted and construed on the date of initial delivery of the Bonds, assuming the accuracy of the certifications of the City and continuing compliance by the City with the requirements of the Internal Revenue Code of 1986. Interest on the Bonds is not an item of tax preference for purposes of either individual or corporate federal alternative minimum tax; however, interest on Bonds held by a corporation (other than an S corporation, regulated investment company, or real estate investment trust) may be indirectly subject to federal alternative minimum tax because of its inclusion in the adjusted current earnings of a corporate holder.

No Further Opinion. Bond Counsel expresses no opinion regarding other federal tax consequences relating to ownership or disposition of, or the accrual or receipt of interest on, the Bonds.

Original Issue Premium. Certain of the Bonds may be offered at a premium (“original issue premium”) over their principal amount. For federal income tax purposes, original issue premium is amortizable periodically over the term of a Bond through reductions in the holder’s tax basis for the Bond for determining taxable gain or loss from sale or from redemption prior to maturity. Amortization of premium does not create a deductible expense or loss. Holders should consult their tax advisers for an explanation of the amortization rules.

Original Issue Discount. Certain of the Bonds may be offered at a discount (“original issue discount”) equal generally to the difference between public offering price and principal amount. Original issue discount on a Bond accrues as tax-exempt interest periodically over the term of the Bond. The accrual of original issue discount increases the holder’s tax basis in the Bond for determining taxable gain or loss from sale or from redemption prior to maturity. Holders should consult their tax advisors for an explanation of the accrual rules.

State of Utah Income Tax

Bond Counsel is also of the opinion that interest on the Bonds is exempt from State of Utah individual income taxes under currently existing law.

UNDERWRITING

George K. Baum & Company, as underwriter of the Bonds (the “Underwriter”), has agreed, subject to certain conditions, to purchase all of the Bonds from the City at a purchase price of \$_____ (being the par amount thereof [plus/less] a [net] reoffering [premium/discount] of \$_____ and less an Underwriter’s discount of \$_____) and to make a public offering of the Bonds. The Bonds may be offered and sold to certain dealers (including dealers depositing the Bonds into investment trusts) at prices lower than the initial public offering prices set forth on the cover page of this Official Statement and such public offering prices may be changed from time to time.

RATINGS

_____ (“_____”) has assigned a rating of “_____” to the Bonds.

Any explanation of the significance of these outstanding ratings may only be obtained from the rating service furnishing the same. There is no assurance that the ratings given the Bonds will continue for any given period of time or that the ratings will not be revised downward or withdrawn entirely by the rating agencies if, in their judgment, circumstances so warrant. Any such downward revision or withdrawal of such ratings may have an adverse effect on the market price of the Bonds.

CONTINUING DISCLOSURE UNDERTAKING

The City, for the benefit of the beneficial owners of the Bonds, will execute a continuing disclosure undertaking (the “Undertaking”) pursuant to which the City will send certain information annually and provide notice of certain events to the Municipal Securities Rulemaking Board (the “MSRB”) pursuant to the requirements of Section (b)(5) of Rule 15c2-12 (the “Rule”) of the Securities and Exchange Commission. See “APPENDIX D—PROPOSED FORM OF CONTINUING DISCLOSURE UNDERTAKING” below.

A failure by the City to comply with the Undertaking will not constitute a default under the Resolution, and beneficial owners of the Bonds are limited to the remedies described in the Undertaking. A failure by the City to comply with the Undertaking must be reported in accordance with the Rule and must be considered by any broker, dealer, or municipal securities dealer before recommending the purchase or sale of the Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Bonds and their market price. [The City has never failed to comply with any continuing disclosure undertaking that it has entered into pursuant to the Rule.]

MISCELLANEOUS

Independent Accountants

The financial statements of the City as of June 30, 2013, and for the year then ended, included in this Official Statement, have been audited by Keddington & Christensen, LLC, Certified Public Accountants, Salt Lake City, Utah (“Keddington”), as stated in their report in APPENDIX A to this Official Statement. Keddington has not

been asked regarding the use of its name and its report on the financial statements of the City for fiscal year ended June 30, 2013, in this Official Statement.

Copies of the City’s comprehensive annual financial report may be obtained upon request from the City’s Finance Department.

Financial Advisor

The City has engaged Lewis Young Robertson & Burningham, Inc., Salt Lake City, Utah (the “Financial Advisor”), to provide financial recommendations and guidance to the City with respect to preparation for sale of the Bonds, timing of sale, bond market conditions, costs of issuance and other factors relating to the sale of the Bonds. The Financial Advisor has read and participated in the drafting of certain provisions of this Official Statement. The Financial Advisor has not audited, authenticated or otherwise verified the information set forth in the Official Statement, or any other related information available to the City, with respect to accuracy and completeness of disclosure of such information, and no guaranty, warranty or other representation is made by the Financial Advisor respecting accuracy and completeness of the Official Statement or any other matters related to the Official Statement. Financial Advisor fees are contingent upon the sale and delivery of the Bonds.

Additional Information

All quotations contained herein from and summaries and explanations of, the State Constitution, statutes, programs and laws of the State, court decisions and the Resolution, do not purport to be complete, and the reference is made to said State Constitution, statutes, programs, laws, court decisions and the Resolution for full and complete statements of their respective provisions.

Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representation of fact.

The appendices attached hereto are an integral part of this Official Statement and should be read in conjunction with the foregoing material.

This Preliminary Official Statement is in a form “deemed final” by the City for purposes of Rule 15c2-12 of the Securities and Exchange Commission.

This Official Statement and its distribution and use have been duly authorized by the City.

CITY OF DRAPER, UTAH

By: _____
Mayor

APPENDIX A

**AUDITED BASIC FINANCIAL STATEMENTS
OF THE CITY OF DRAPER, UTAH
FOR THE FISCAL YEAR ENDED JUNE 30, 2013**

The Audited Basic Financial Statements of the City of Draper, Utah for the Fiscal Year Ended June 30, 2013, are contained herein. Copies of current and prior financial reports are available upon request from the contact person as indicated under “INTRODUCTION—Contact Persons” above.

APPENDIX B

**DEMOGRAPHIC AND ECONOMIC INFORMATION REGARDING
THE CITY AND SALT LAKE COUNTY**

[To be added]

APPENDIX C

PROPOSED FORM OF OPINION OF BOND COUNSEL

Upon the issuance of the Bonds, Ballard Spahr LLP, Bond Counsel to the City, proposes to issue its approving opinion in substantially the following form:

We have acted as bond counsel for City of Draper, Utah (the "Issuer"), in connection with the issuance by the Issuer of \$ _____ General Obligation Refunding Bonds, Series 2014 (the "Bonds") pursuant to (i) the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended (the "Act"); (ii) a resolution of the Issuer adopted on July 15, 2014 (the "Resolution"), which provides for the issuance of the Bonds; and (iii) other applicable provisions of law. The Bonds are being issued for the purpose of (a) refunding certain outstanding bonds of the Issuer and (b) paying issuance expenses incurred in connection with the Bonds.

Our services as bond counsel have been limited to the preparation of the legal proceedings and supporting certificates authorizing the issuance of the Bonds under the applicable laws of the State of Utah and to a review of the transcript of such proceedings and certificates. As to questions of fact material to our opinion, we have relied upon the certified proceedings and other certificates of public officials furnished to us without undertaking to verify the same by independent investigation. Our examination has been limited to the foregoing as they exist or are in effect as of the date hereof. Our opinion is limited to the matters expressly set forth herein, and we express no opinion concerning any other matters.

Based on our examination and the foregoing, we are of the opinion as of the date hereof and under existing law, as follows:

1. The Issuer is a political subdivision and body politic of the State of Utah, created and validly existing under the laws of the State of Utah.
2. The Resolution has been duly adopted by the Issuer and constitutes a valid and binding obligation of the Issuer enforceable upon the Issuer.
3. The Bonds are valid and binding general obligations of the Issuer for the payment of which the full faith and credit of the Issuer are pledged, and for the payment of which ad valorem taxes may be levied on all taxable property within the boundaries of the Issuer without limit as to rate or amount.
4. Interest on the Bonds is excludable from gross income for purposes of federal income tax under existing laws as enacted and construed on the date of initial delivery of the Bonds, assuming the accuracy of the certifications of the Issuer and continuing compliance by the Issuer with the requirements of the Internal Revenue Code of 1986. Interest on the Bonds is not an item of tax preference for purposes of either individual or corporate federal alternative minimum tax; however, interest on Bonds held by a corporation (other than an S corporation, regulated investment company, or real estate investment trust) may be indirectly subject to federal alternative minimum tax because of its inclusion in the adjusted current earnings of a corporate holder.
5. Interest on the Bonds is exempt from State of Utah individual income taxes.

In rendering our opinion, we wish to advise you that:

- (i) The rights of the holders of the Bonds and the enforceability thereof and of the documents identified in this opinion may be subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable, and their enforcement may also be subject to the application of equitable principles and the exercise of judicial discretion in appropriate cases;

(ii) We express no opinion herein as to the accuracy, adequacy or completeness of the Official Statement or any other offering material relating to the Bonds; and

(iii) Except as set forth above, we express no opinion regarding other Federal tax consequences relating to ownership or disposition of, or the accrual or receipt of interest on, the Bonds.

Respectfully submitted,

APPENDIX D

PROPOSED FORM OF CONTINUING DISCLOSURE UNDERTAKING

This Continuing Disclosure Undertaking (the “Undertaking”) is executed and delivered by the City of Draper, Utah (the “City”), in connection with the issuance of the City’s General Obligation Refunding Bonds, Series 2014 in the aggregate principal amount of \$_____ (the “Bonds”). The Bonds are being issued pursuant to (i) the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended (the “Act”); (ii) a resolution of the City adopted on July 15, 2014 (the “Resolution”), which provides for the issuance of the Bonds; and (iii) other applicable provisions of law. The Bonds are being issued for the purpose of (a) refunding certain outstanding bonds of the City and (b) paying issuance expenses incurred in connection with the Bonds.

Section 1. Purpose of the Undertaking. This Undertaking is being executed and delivered by the City for the benefit of the Bondholders and Beneficial Owners of the Bonds and to assist the Participating Underwriter in complying with the Rule (each as defined below).

Section 2. Definitions. In addition to the definitions set forth in the Resolutions or parenthetically defined herein, which apply to any capitalized terms used in this Undertaking unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Undertaking.

“Beneficial Owner” shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories, or other intermediaries) or (b) is treated as the owner of any Bonds for federal income tax purposes.

“Dissemination Agent” shall mean, initially, the City, or any successor Dissemination Agent designated in writing by the City and which has filed with the City a written acceptance of such designation.

“Listed Events” shall mean any of the events listed in Section 5 of this Undertaking.

“MSRB” shall mean the Municipal Securities Rulemaking Board, the address of which is currently 1900 Duke Street, Suite 600, Alexandria, VA 22314; Telephone (703) 797-6600; Fax (703) 797-6700.

“Official Statement” shall mean the Official Statement of the City dated _____, 2014, relating to the Bonds.

“Participating Underwriter” shall mean the original underwriter(s) of the Bonds.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“State” shall mean the State of Utah.

“Tax-exempt” shall mean that interest on the Bonds is excludable from gross income for federal income tax purposes, whether or not such interest is includable as an item of tax preference or otherwise includable directly or indirectly for purposes of calculating any other tax liability, including any alternative minimum tax or environmental tax.

Section 3. Provision of Annual Reports.

(a) The City shall prepare an Annual Report of the City and shall, or shall cause the Dissemination Agent to, not later than six (6) months after the end of each fiscal year of the City (presently

June 30), commencing with the fiscal year ended June 30, 2014, provide to the MSRB and any bond insurer of the Bonds, the Annual Report of the City which is consistent with the requirements of Section (4) of this Disclosure Undertaking. Not later than fifteen (15) Business Days prior to said date, the City shall provide the Annual Report of the City to the Dissemination Agent. In each case, the Annual Report of the City may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section (4) of this Disclosure Undertaking; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report, and later than the date required above for the filing of the Annual Report if they are not available by that date. If the City's fiscal year changes, it shall give notice of such change in the same manner as for Listed Event under Section (5)(a).

(b) If by fifteen (15) Business Days prior to the date specified in Section (3)(a) for providing the Annual Report of the City to Repositories, the Dissemination Agent has not received a copy of the Annual Report of the City, the Dissemination Agent shall contact the City to determine if the City is in compliance with Section (3)(a).

(c) If the City is unable to provide to the MSRB by the date required in subsection (a), the City shall, in a timely manner, send a notice to the MSRB.

(d) The Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report the website address to which the MSRB directs the Annual Report to be submitted; and

(ii) if the Dissemination Agent is other than an officer of the City, file a report with the City certifying that the Annual Report has been provided pursuant to this Disclosure Undertaking, stating the date it was provided and listing the website address to which it was provided.

Section 4. Content of Annual Reports.

(a) The City's Annual Report shall contain or incorporate by reference the following:

(i) A copy of the City's annual financial statements prepared in accordance with generally accepted accounting principles audited by a firm of certified public accountants. If the City's audited annual financial statements are not available by the time specified in Section 3(a) above, unaudited financial statements will be provided as part of the Annual Report and audited financial statements will be provided when and if available.

(ii) An update of the information of the type contained in the Official Statement under the headings "DEBT STRUCTURE OF THE CITY," "FINANCIAL INFORMATION REGARDING THE CITY—Five-Year Financial Summaries," "—Historical City Tax Rates," "—Comparative City Tax Rates," "—Comparative Total Property Tax Rates Within Salt Lake County," "—Taxable, Fair Market and Market Value of Property," "—Historical Summaries of Taxable Values of Property," and "—Tax Collection Record." [*To be confirmed*]

(b) Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues of the City or related public entities, which have been submitted to the MSRB or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The City shall clearly identify each such document incorporated by reference.

Section 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the City shall give or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Bonds in a timely manner but not more than ten (10) Business Days after the event:

- (i) Principal and interest payment delinquencies;
- (ii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iii) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (iv) Substitution of credit or liquidity providers, or their failure to perform;
- (v) Adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds;
- (vi) Defeasances;
- (vii) Tender offers;
- (viii) Bankruptcy, insolvency, receivership or similar proceedings; or
- (ix) Rating changes.

(b) Pursuant to the provisions of this Section 5, the City shall give or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Bonds in a timely manner not more than ten (10) Business Days after the Listed Event, if material:

- (i) Mergers, consolidations, acquisitions, the sale of all or substantially all of the assets of the obligated persons or their termination;
- (ii) Appointment of a successor or additional trustee or the change of the name of a trustee;
- (iii) Non-payment related defaults;
- (iv) Modifications to the rights of the owners of the Bonds;
- (v) Bond calls; or
- (vi) Release, substitution or sale of property securing repayment of the Bonds.

(c) Whenever the City obtains knowledge of the occurrence of a Listed Event under 5(b), whether because of a notice from the Trustee or otherwise, the City shall as soon as possible determine if such event would be material under applicable federal securities laws.

(d) If the City has determined that knowledge of the occurrence of a Listed Event 5(b) would be material under applicable federal securities laws, the City shall promptly notify the Dissemination Agent in writing. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to subsection (f).

(e) If the City determines that a Listed Event under 5(b) would not be material under applicable federal securities laws, the City shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (f).

(f) If the Dissemination Agent has been instructed by the City to report the occurrence of a Listed Event, the Dissemination Agent shall file a notice of such occurrence with the MSRB in a timely manner but in no case not more than ten (10) Business Days after the Listed Event.

Section 6. Termination of Reporting Obligation. The City's obligations under this Disclosure Undertaking shall terminate upon the legal defeasance, prior redemption, or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the City shall give notice of such termination in the same manner as for a Listed Event under Section 5(f).

Section 7. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist the City in carrying out its obligations under this Undertaking, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

Section 8. Amendment, Waiver. Notwithstanding any other provision of this Disclosure Undertaking, the City may amend this Disclosure Undertaking and any provision of this Disclosure Undertaking may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, 5(a) or 5(b), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The Undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Holders of the Bonds in the same manner as provided in the Resolution for amendments to the Resolution with the consent of Holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Undertaking, the City shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the City. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(f), and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Additional Information. Nothing in this Undertaking shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Undertaking or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Undertaking. If the City chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Undertaking, the City shall have no obligation under this Undertaking to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the City to comply with any provision of this Undertaking, any holder or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Undertaking. A default under this Undertaking shall not be deemed an event of default under the Resolution, and the sole remedy under this Undertaking shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Undertaking, and the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence, gross negligence or willful misconduct. The obligation of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 12. Beneficiaries. This Undertaking shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and the Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

DATE: _____, 2014.

CITY OF DRAPER, UTAH

(SEAL)

By: _____
Mayor

ATTEST & COUNTERSIGN:

By: _____
City Recorder

APPENDIX E

PROVISIONS REGARDING BOOK-ENTRY-ONLY SYSTEM

DTC will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC or its agent.

DTC and its Participants. DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners.

Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Issuer or the Paying Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent, or the Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Issuer or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the Issuer or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.

BOND PURCHASE AGREEMENT

BOND PURCHASE AGREEMENT, dated this _____, 2014, between the CITY OF DRAPER, UTAH (the “Issuer”), and GEORGE K. BAUM & COMPANY (the “Underwriter”), with respect to the sale and purchase of the Issuer’s General Obligation Refunding Bonds, Series 2014 (the “Bonds”) in the aggregate principal amount of \$_____ on the terms and subject to the conditions herein set forth:

1. Recitals.

(a) The Issuer has authorized the issuance and sale of the Bonds to the Underwriter and the execution of this Bond Purchase Agreement by resolution duly adopted on July 15, 2014 (the “Resolution”) and by the execution of a Terms Certificate executed simultaneously herewith (the “Terms Certificate”).

(b) The Bonds are more fully described in an Official Statement of the Issuer relating to the Bonds prepared by the Issuer (the “Official Statement”).

(c) In this Bond Purchase Agreement, the term “Issuer Financing Documents” means the Resolution, the Bonds, the hereinafter defined Continuing Disclosure Undertaking and Escrow Agreement, and this Bond Purchase Agreement.

2. Purchase of Bonds.

(a) Subject to the terms and conditions and upon the basis of the representations hereinafter set forth, the Issuer hereby agrees to sell the Bonds to the Underwriter and the Underwriter hereby agrees to purchase the Bonds from the Issuer, at the purchase price of \$_____ (being the principal amount of the Bonds, [plus/less] a reoffering [premium/discount] of \$_____ and less an underwriter’s discount of \$_____). The Bonds shall be in the amounts, mature on the dates, bear interest and shall be in the form as set forth in the Resolution. The Bonds shall be in the authorized denominations and shall be registered as directed by the Underwriter.

(b) The Issuer will deliver the Bonds to the Underwriter at 9:00 a.m. on August _____, 2014, or at such later date and time as the parties shall mutually agree upon (the “Closing Date”) in book-entry only form duly executed, authenticated, and delivered by the Issuer and against payment therefor by the Underwriter, payable in federal funds for the account of the Issuer. The payment for the Bonds by, and the delivery thereof to, the Underwriter shall be made at the offices of Ballard Spahr LLP, Salt Lake City, Utah, or at such other place as shall be mutually agreeable to the Issuer and the Underwriter.

3. The Issuer hereby covenants, represents and warrants that:

(a) The Issuer is a political subdivision of the State of Utah and is authorized to act for the purpose of exercising the powers contained in the

Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended (the “Act”). Under the Act, the Issuer is authorized to issue the Bonds and use the proceeds thereof to refund and retire the Issuer’s outstanding General Obligation Bonds, Series 2005 (the “Refunded Bonds”). The Issuer shall deposit moneys sufficient to refund the Refunded Bonds with _____ acting as escrow agent (the “Escrow Agent”) for the Refunded Bonds pursuant to an Escrow Deposit Agreement between the Issuer and the Escrow Agent, dated as of _____, 2014 (the “Escrow Agreement”).

(b) The Issuer has complied with the provisions of the Act and has full power and authority pursuant to the Act to consummate and act with respect to all transactions contemplated by the Issuer Financing Documents, and to issue, sell, and deliver the Bonds to the Underwriter as provided herein and to carry out and consummate all other transactions contemplated hereby and by each of the aforesaid documents.

(c) By the Resolution duly adopted by the Issuer on July 15, 2014, and still in force and effect, the Issuer has duly authorized the execution, delivery, and due performance of the Issuer Financing Documents, and the taking of any and all such action as may be required on the part of the Issuer to carry out, give effect to, and consummate the transactions contemplated thereby, and all approvals necessary in connection with the foregoing have been received.

(d) The Issuer has complied, and will be in compliance as of the Closing Date, in all respects insofar as related to the transactions contemplated hereby, with the Resolution and the Constitution and laws of the State of Utah, including the Act.

(e) When delivered to and paid for by the Underwriter in accordance with the terms of this Bond Purchase Agreement, the Bonds will have been duly authorized, issued, executed, authenticated, and delivered and will constitute the legal, valid, and binding obligations of the Issuer.

(f) The execution and delivery of the Issuer Financing Documents, and compliance with the provisions thereof, will not conflict with or constitute on the part of the Issuer a violation of the Constitution of the State of Utah or a violation of, breach of or default under any statute, indenture, mortgage, deed of trust, lease, bond, note, loan agreement, or other agreement or instrument to which the Issuer is a party or by which the Issuer or any of its property or may be bound, or any order, rule, or regulation of any court or governmental agency or body having jurisdiction over the Issuer or any of their activities or properties. All consents, approvals, authorizations, and orders of governmental or regulatory authorities which are required or necessary for the consummation of the transactions contemplated by the Issuer Financing Documents have been obtained.

(g) The Issuer will apply the proceeds from the sale of the Bonds for the purposes specified in the Resolution.

(h) The Issuer hereby ratifies the use by the Underwriter, prior to the date hereof, of the Preliminary Official Statement of the Issuer dated _____, 2014, relating to the Bonds provided by the Issuer to the Underwriter (which, together with all appendices and exhibits thereto is herein called “Preliminary Official Statement”) for customary purposes in connection with the public offering of the Bonds. The Issuer confirms that, as of its date, the Preliminary Official Statement was “deemed final” by the Issuer for purposes of Rule 15c2-12(b)(1) of the Securities and Exchange Commission.

(i) The Issuer hereby authorizes the delivery of the final Official Statement of the Issuer dated as of the date hereof and any amendment or supplement thereto (the “Official Statement”) by the Underwriter in connection with the public offering and the sale of the Bonds. The Issuer will deliver to the Underwriter copies of the Official Statement in sufficient quantities or in an electronic format to comply with paragraph (b)(4) of Rule 15c2-12 of the Securities and Exchange Commission and Rules of the Municipal Securities Rulemaking Board not later than the seventh business day after execution of this Bond Purchase Agreement.

(j) If after the date hereof and until twenty-five (25) days after the “end of the underwriting period” (as such term is defined in Rule 15c2-12(e)(2) of the Securities and Exchange Commission), any event shall occur as a result of which it is necessary to supplement the Official Statement in order to make the statements therein, in light of the circumstances existing at such time, not misleading, the Issuer shall forthwith notify the Underwriter of any such event of which it has knowledge and shall cooperate fully in the preparation and furnishing of any supplement to the Official Statement necessary, in the Underwriter’s opinion, so that the statements therein as so supplemented will not be misleading in the light of the circumstances existing at such time.

(k) There is no action, suit, proceeding, or investigation at law or in equity by or before any court or public board, body, or agency pending or threatened against or affecting the Issuer, the Official Statement or any of the Issuer Financing Documents, nor, to the best of the knowledge of the Issuer, is there any basis therefor, wherein an unfavorable decision, ruling, or finding would adversely affect the issuance or sale of the Bonds, or the validity of Official Statement or the Issuer Financing Documents, or the transactions contemplated thereby, or any other agreement or instrument which is used or contemplated for use in the consummation of the transactions contemplated thereby.

(l) This Agreement has been duly authorized, executed, and delivered by the Issuer and, assuming due authorization, execution, and delivery hereof by the Underwriter, constitutes a valid, binding, and enforceable obligation of the Issuer, and as of the Closing Date, the Issuer Financing Documents and any and

all other agreements and instruments required to be executed and delivered by the Issuer in connection with the Bonds and the transactions contemplated by the Issuer Financing Documents will be in full force and effect and each will constitute a valid, binding and enforceable obligation of the Issuer.

(m) The Issuer will provide such information with respect to the Issuer as may be reasonably requested by the Underwriter for inclusion in the Official Statement to enable the Underwriter to market the Bonds to the public, and such information will be true and correct in all material respects and will not contain on the date thereof or on the Closing Date, any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they are made, not misleading.

(n) The Issuer will advise the Underwriter promptly of any proposal to amend or supplement the Official Statement or any part thereof.

(o) The Issuer agrees to cooperate with the Underwriter and its counsel in any endeavor to qualify the Bonds for offering and sale under the securities or “Blue Sky” laws of such jurisdictions of the United States as the Underwriter may request, but shall not be required to consent to service of process in any jurisdiction outside of the State of Utah. The Issuer consents to the use of the Official Statement and drafts thereof prior to the availability of the Official Statement by the Underwriter in obtaining such qualification.

(p) The Issuer will not take any action from the date hereof through the Closing Date which would cause the information in the Official Statement to be untrue or incorrect in any material respect.

(q) Any certificate signed by an authorized officer of the Issuer and delivered to the Underwriter shall be deemed, in accordance with its terms, a representation and warranty by the Issuer, as applicable, to the Underwriter as to the statements made therein.

(r) The representations, covenants, and warranties of the Issuer set forth in the Issuer Financing Documents and herein are, and will be on the Closing Date, true and correct in all material respects.

(s) Except as otherwise disclosed in the Official Statement, the Issuer is currently and for the previous five years has been in compliance with all continuing disclosure undertakings pursuant to Rule 15c2-12 in all material respects. The Issuer will undertake, pursuant to a Continuing Disclosure Undertaking (the “Continuing Disclosure Undertaking”), to provide annual reports and notices of certain events in accordance with the requirements of Rule 15c2-12. A form of the Continuing Disclosure Undertaking is set forth as Appendix D to the Official Statement.

4. The Issuer's obligation to deliver the Bonds and to accept payment therefor will be conditioned upon the purchase of and payment for the Bonds in accordance herewith on the Closing Date and upon the delivery to the Issuer of the approving opinion of Ballard Spahr LLP, Bond Counsel, in substantially the form attached as Appendix C to the Official Statement, and will be subject to the further condition that all documents, certificates, opinions and other items to be delivered at the closing pursuant hereto not be unsatisfactory in form and substance to Bond Counsel.

5. The Underwriter's obligations hereunder to purchase and pay for the Bonds will be subject to:

(a) the receipt of the documents described in paragraph 6 hereof at or prior to the Closing Date,

(b) the performance by the Issuer of its obligations to be performed hereunder at or prior to the Closing Date,

(c) the continued accuracy in all material respects of the representations and warranties of the Issuer contained herein as of the date hereof and as of the Closing Date, and

(d) the following conditions:

(i) No litigation shall be threatened or pending in any court:

(A) seeking to restrain or enjoin the issuance or delivery of the Bonds or the payment, collection, or application of the proceeds thereof or other receipts and moneys pledged or to be pledged under the Resolution;

(B) in any way questioning or affecting the validity of the Bonds or any provisions of the Issuer Financing Documents, or any proceedings taken by the Issuer with respect to the foregoing; or

(C) questioning the Issuer's creation, organization, or existence or the titles to office of any of its officers, or its power to enter into the Issuer Financing Documents.

(ii) No legislation, ordinance, rule, or regulation shall be introduced in or enacted by any governmental body, department, or agency in the State of Utah or in any other state or in the federal government, or a decision by any court of competent jurisdiction of the State of Utah or any other state or the federal government shall be rendered that, in the opinion of the Underwriter, might materially and adversely affect the market price of the Bonds.

(iii) The marketability of the Bonds or the market price thereof, in the reasonable opinion of the Underwriter, has been materially adversely affected by an amendment to the Constitution of the United States or by any legislation in or by the Congress of the United States or by the State, or the amendment of legislation pending as of the date of this Bond Purchase Agreement in the Congress of the United States, or the recommendation to Congress or endorsement for passage (by press release, other form of notice or otherwise) of legislation by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chairman or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or the proposal for consideration of legislation by either such Committee or by any member thereof, or the presentment of legislation for consideration as an option by either such Committee, or by the staff of the Joint Committee on Taxation of the Congress of the United States, or the favorable reporting for passage of legislation to either House of the Congress of the United States by a Committee of such House to which such legislation has been referred for consideration, or any decision of any federal or State court or any ruling or regulation (final, temporary or proposed) or official statement on behalf of the United States Treasury Department, the Internal Revenue Service or other federal or State authority materially adversely affecting the federal or State tax status of the Issuer, or the status of the interest on bonds or notes or obligations of the general character of the Bonds.

(iv) No legislation shall be enacted by the Congress of the United States or adopted by the House of Representatives or the Senate of the Congress of the United States of America, or recommended to the Congress of the United States of America for passage by the President of the United States of America, or favorably reported for passage to either the House of Representatives or the Senate by any Committee of either such body to which such legislation has been referred for consideration, or a decision by a court of the United States of America established under Article III of the Constitution of the United States shall be rendered, or a ruling, regulation or official statement by or on behalf of the Securities and Exchange Commission or other governmental agency having jurisdiction of the subject matter shall be made or proposed, in each case to the effect that the issuance, offering or sale of obligations of the general character of the Bonds or of the Resolution, is in violation or would be in violation, unless registered or otherwise qualified, of any provision of the Securities Act of 1933, as amended and then in effect, the Securities Exchange Act of 1934, as amended and then in effect, or the Trust Indenture Act of 1939, as amended and then in effect.

(v) No committee of the House of Representatives or the Senate of the Congress of the United States shall have pending before it

legislation introduced previous to or on or after the date hereof, which legislation if enacted in its form as introduced or as amended, would have the effect that the issuance, offering, or sale of obligations of the general character of the Bonds or of the Resolution is in violation or would be in violation, unless registered or otherwise qualified, of any provision of the Securities Act of 1933, as amended and then in effect, the Securities Exchange Act of 1934, as amended and then in effect or the Trust Indenture Act of 1939, as amended and then in effect.

(vi) No stop order, action, ruling, regulation, proposed regulation, or statement by or on behalf of the Securities and Exchange Commission shall be taken, issued or made to the effect that the issuance, offering, or sale of obligations of the general character of the Bonds is in violation or would be in violation, unless registered or otherwise qualified, or are not exempt from registration, regulations, qualifications, or other requirements of, any provision of the Securities Act of 1933, as amended and then in effect, the Securities Exchange Act of 1934, as amended and then in effect, or the Trust Indenture Act of 1939, as amended and then in effect.

(vii) No event shall have occurred which, in the opinion of the Underwriter, makes untrue, incorrect, or inaccurate, in any material respect, any statement or information contained in any financial statements or other information concerning the Issuer which is furnished to the Underwriter or which, if not reflected in such information, should be reflected therein in order to make the statements and information contained therein not misleading in any material respect.

(viii) None of the following events shall have occurred if, in the opinion of the Underwriter, the market price of the Bonds, or the market price generally of obligations of the general character of the Bonds, may be adversely affected thereby:

- (A) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange;
- (B) the New York Stock Exchange or other national securities exchange or the National Association of Securities Dealers, Inc., or other national securities association, the Municipal Securities Rulemaking Board, or other similar national self-regulatory rulemaking Board, or any governmental authority, shall impose, as to the Bonds or similar obligations, any material restrictions not now in force, or increase materially those now in force, with respect

to the extension of credit by, or the charge to the net capital requirements of, underwriters;

- (C) a general banking moratorium shall have been established by federal, New York or Utah authorities;
- (D) a war involving the United States of America shall have been declared, or any other conflict involving the armed forces of the United States of America has escalated to such a magnitude as to materially adversely affect the Underwriter's ability to market the Bonds;
- (E) an adverse change in the condition of the securities markets, or any other adverse change, whether of an economic, military, or political nature or otherwise, shall have occurred; or
- (F) any other event or circumstances shall have occurred which shall be beyond the reasonable control of the Underwriter and, in the opinion of the Underwriter, might in any way have a material adverse effect on the marketability of the Bonds.

6. At or prior to the Closing Date the Underwriter or the other persons indicated below must have received the following documents:

(a) Executed counterparts of the Issuer Financing Documents.

(b) The legal opinions of the following, dated the Closing Date, addressed to the Underwriter and/or the Issuer in forms satisfactory to the Underwriter:

(i) Ballard Spahr LLP, Bond Counsel to the Issuer, in substantially the form attached as Appendix C to the Official Statement;

(ii) Douglas J. Ahlstrom, Esq., counsel to the Issuer; and

(iii) Ballard Spahr LLP, Disclosure Counsel to the Issuer, relating to certain disclosure matters.

The respective forms of such opinions are subject, in each case, only to such changes therein as the Underwriter approves.

(c) The Official Statement, executed by the Mayor of the Issuer, including each amendment or supplement thereto.

(d) The Resolution certified by the City Recorder of the Issuer as having been duly adopted by the Issuer and as being in effect.

(e) A certificate of an authorized official of the Issuer, dated the Closing Date, to the effect that (i) on and as of the Closing Date, each of the representations and warranties of the Issuer set forth in paragraph 3 hereof is true, accurate, and complete and all agreements and obligations of the Issuer herein provided and contemplated to be performed on or prior to the Closing Date have been so performed; (ii) the executed copies of the Issuer Financing Documents and the certified copies of the Resolution authorizing the Bonds are true, correct, and complete copies of such documents and, except as described in the Official Statement, have not been modified, amended, superseded, or rescinded but remain in full force and effect as of the Closing Date; (iii) the Bonds have been duly authorized, executed, and delivered by the Issuer; (iv) the Issuer Financing Documents and any and all other agreements and documents required to be executed and delivered by the Issuer in order to carry out, give effect to, and consummate the transactions contemplated hereby and by the Resolution have each been duly authorized, executed, and delivered by the Issuer, and as of the Closing Date each is in full force and effect; and (v) no litigation is pending or threatened to restrain or enjoin the issuance or sale of the Bonds or in any way contesting the validity or affecting the authority of the Issuer to issue and sell the Bonds, the authorization, execution, or performance of the Issuer Financing Documents.

(f) A certificate, satisfactory in form and substance to the Underwriter, of one or more duly authorized officers of the Issuer, dated the Closing Date, as to the due execution of the Resolution by the authorized officers of the Issuer and the due authentication and delivery of the Bonds by _____, as Paying Agent, thereunder.

(g) A certificate, dated the Closing Date, in form and substance satisfactory to the Underwriter, signed by an authorized officer of the Issuer satisfactory to the Underwriter, stating the Issuer's reasonable expectations, on such date as to future events regarding the amount and use of proceeds of the Bonds, which certification shall set forth the facts, estimates, and circumstances on which such expectations are based, which shall be sufficient to establish that it is not expected that the proceeds of the sale of the Bonds will be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the "Code"). Such certificate shall also state that such officer is charged, either alone or with others, with the responsibility for issuing the Bonds and that, to the best of the knowledge and belief of such officers, the expectations set forth in such certificate are reasonable.

(h) Evidence that the federal tax information form 8038-G has been prepared for filing.

(i) Copies of a rating letter from _____ assigning a rating of “_____” to the Bonds.

(j) The verification report of _____ with respect to the sufficiency of the amounts placed in escrow for the refunding of the Refunded Bonds with a portion of the proceeds of the Bonds.

(k) Such additional certificates, opinions, instruments, or other documents as the Underwriter or Bond Counsel may reasonably require to evidence the accuracy, as of the Closing Date, of the representations and warranties herein contained, and the due performance and satisfaction at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the parties in connection with the Resolution; all such certificates, instruments, and documents to be satisfactory in form and substance to the Underwriter and Bond Counsel.

7. If the Issuer shall fail or be unable to satisfy the conditions of its obligations contained in this Bond Purchase Agreement, or if the Underwriter’s obligations hereunder shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the Issuer nor the Underwriter shall be under any further obligation hereunder.

8. The Issuer agrees that all representations, warranties, and covenants made by it herein, and in certificates or other instruments delivered or to be delivered pursuant hereto or in connection herewith, shall be deemed to have been relied upon by the Underwriter notwithstanding any investigation heretofore or hereafter made by the Underwriter or on its behalf, and that all representations, warranties, and covenants made by the Issuer herein and therein and all of the Underwriter’s rights hereunder and thereunder shall survive the delivery of and payment for the Bonds.

9. All expenses and costs incident to the authorization, preparation, issuance, offer, sale, or delivery, recording and filing as the case may be, of the Bonds, the Resolution, the Preliminary Official Statement, the Official Statement, and this Bond Purchase Agreement, including, without limitation (a) the costs of preparation, printing, signing, and shipping the Bonds, the Preliminary Official Statement and the Official Statement; (b) the initial fees and expenses of the Underwriter; (c) financial advisor fees; and (d) the fees and expenses of Bond Counsel; shall be paid by the Issuer on the Closing Date from proceeds of the Bonds, except for such fees and expenses for which the respective payees are unable to submit statements at the Closing, which shall be paid promptly upon receipt thereof by the Issuer from proceeds of the Bonds. The foregoing undertakings shall survive the delivery of the Bonds and (insofar as applicable) shall be effective whether or not any transaction hereby contemplated is consummated.

10. All notices or other communications to be given hereunder shall be in writing and, unless otherwise directed in writing, shall be addressed as follows: if to the Issuer, at 1020 East Pioneer Road, Draper, Utah 84020; Attention: Mayor; if to the

Underwriter at 15 West South Temple, Suite 1090, Salt Lake City, Utah 84101, Attention: John Crandall.

11. This Bond Purchase Agreement shall be construed and enforceable in accordance with the laws of the State of Utah.

12. This Bond Purchase Agreement shall inure to and is made solely for the benefit of the Issuer and the Underwriter (including the successors or assigns of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof.

13. This Bond Purchase Agreement may be executed in any number of counterparts with each executed counterpart constituting an original but all of which together shall constitute one and the same instrument.

14. The Issuer's obligations hereunder are subject to the performance of the obligations of the Underwriter, and the further condition that at the Closing Date the Issuer and the Underwriter shall receive the opinions of counsel and other documents required to be delivered hereby.

15. The Issuer acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Bond Purchase Agreement is an arm's-length commercial transaction between the Issuer and the Underwriter, (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent, advisor or fiduciary of the Issuer, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the Issuer with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Issuer on other matters) and the Underwriter has no obligation to the Issuer with respect to the offering contemplated hereby except the obligations expressly set forth in this Bond Purchase Agreement, (iv) the Underwriter is not acting as municipal advisor (as defined in Section 15B of the Securities Exchange Act of 1934, as amended), and (v) the Issuer consulted its own legal, financial and other advisors to the extent it deemed appropriate in connection with the offering of the Bonds.

DATED this _____, 2014.

CITY OF DRAPER, UTAH

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Recorder

GEORGE K. BAUM & COMPANY, as
Underwriter

By: _____

Its: _____

EXHIBIT A

CITY OF DRAPER, UTAH
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014

<u>Maturity</u> <u>(February 1)</u>	<u>Principal Amount</u>	<u>Interest Rates</u>
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ESCROW DEPOSIT AGREEMENT

THIS ESCROW DEPOSIT AGREEMENT is entered into as of _____, 2014, between the City of Draper, Utah (the “Issuer”) and _____, as escrow agent (the “Escrow Agent”).

WITNESSETH:

WHEREAS, the Issuer is a political subdivision of the State of Utah; and

WHEREAS, the Escrow Agent is a national banking corporation duly organized and existing under the laws of the United States, authorized by law to accept and execute trusts and having its principal office in Salt Lake City, Utah; and

WHEREAS, the Issuer has previously issued its General Obligation Bonds, Series 2005 (the “Series 2005 Bonds”); and

WHEREAS, the Issuer has determined to provide for the refunding and defeasance of that portion of the Series 2005 Bonds as evidenced by bonds in the currently outstanding principal amounts, with maturity dates and interest rates as shown below:

<u>Maturity Date</u> <u>(February 1)</u>	<u>Maturity Amount</u>	<u>Interest Rate</u>
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WHEREAS, in order to provide for such payment and advance refunding and for certain other purposes, the Issuer is issuing its General Obligation Refunding Bonds, Series 2014 (the “Series 2014 Bonds”) pursuant to a resolution adopted by the Issuer on July 15, 2014 (the “Resolution”); and

WHEREAS, the refunding of all the Refunded Bonds will be accomplished by causing to be deposited with the Escrow Agent proceeds of the Series 2014 Bonds in the amount of \$_____ [along with \$_____ of moneys held in the debt service fund related to the Refunded Bonds], which [together with investment income thereon] will be sufficient to pay the principal and interest requirements on the Refunded Bonds when due and to redeem the Refunded Bonds as provided herein; and

WHEREAS, the Issuer and the Escrow Agent desire to enter into this Escrow Deposit Agreement to provide for the taking of certain actions so as to accomplish the advance refunding and redemption of the Refunded Bonds;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

Section 1. The Escrow Agent hereby accepts the Escrow Account (hereinafter described) created hereunder and acknowledges receipt from the Issuer of the sum of \$_____ (representing proceeds received from the issuance and sale of the Series 2014 Bonds in the amount of \$_____, [along with \$_____ of moneys held in the debt service fund related to the Refunded Bonds]), \$_____ of which is to be used for the purchase of certain United States Government Obligations as described on Exhibit A hereto (the "SLGS") and \$_____ of which shall be deposited as a beginning cash balance. The maturing principal of and interest on the SLGS and the cash will produce amounts verified in writing by _____, to be sufficient to pay when due the principal of and interest on the Refunded Bonds to August 1, 2015, and to redeem all Refunded Bonds by calling such bonds for redemption on August 1, 2015. The SLGS and the cash shall be deposited in the Escrow Fund hereinafter defined, in accordance with the terms of Section 2 hereof and the Resolution.

Section 2. There is hereby created and established with the Escrow Agent a special and irrevocable escrow fund designated the "City of Draper, Utah General Obligation Refunding Bonds, Series 2014 Escrow Fund (the "Escrow Fund") to be held by the Escrow Agent, acting as escrow agent, as a trust fund for the benefit of the holders of the Refunded Bonds. The Escrow Fund shall be held by the Escrow Agent separate and apart from other funds of the Issuer or the Escrow Agent.

Section 3. All costs and expenses related to the issuance of the Series 2014 Bonds and the refunding of the Refunded Bonds shall be paid by the Issuer as provided in the Resolution.

Section 4. The Escrow Agent, acting in its capacity as escrow agent, agrees that the total principal amount of and interest on the SLGS will be held in trust for the holders of the Refunded Bonds and irrevocably agrees to apply said principal amount and interest, as the same become due, to the payment of the principal, premium, if any, and interest requirements on the Refunded Bonds through their final maturities or prior redemption date.

Section 5. (a) The Escrow Agent agrees to pay principal of and interest on the Refunded Bonds as aforesaid notwithstanding any failure by the Issuer to pay when due any further fees or expenses of the Escrow Agent or any Paying Agent relating to the Refunded Bonds. It is expressly understood that any such fees or expenses incurred by the Escrow Agent acting as escrow agent will be reimbursed by the Issuer as provided in this Section 5 and in Section 11 hereof.

(b) The Issuer agrees to pay to the Escrow Agent upon the execution and delivery of this Agreement such amounts as may be necessary to pay the fees and expenses of the Escrow Agent acting as escrow agent.

Section 6. Except as provided in Section 7 hereof, the Escrow Agent shall not have power or duty to invest any funds held under this Agreement.

Section 7. (a) This Agreement may be amended or supplemented, the SLGS or any portion thereof or proceeds thereof sold, redeemed, invested or reinvested, or proceeds thereof disbursed, in any manner (any such amendment, supplement or direction to sell, redeem, invest or disburse to be referred to as a "Subsequent Action"), upon submission to the Escrow Agent of each of the following:

(i) A certified copy of the proceedings of the Issuer authorizing the Subsequent Action and a copy of the document effecting the Subsequent Action signed by duly designated officers of the Issuer.

(ii) An opinion of nationally recognized bond counsel or tax counsel nationally recognized as having an expertise in the area of tax-exempt municipal bonds to the effect that the Subsequent Action will not cause the interest on the Series 2014 Bonds or Refunded Bonds to become includable in gross income for Federal income tax purposes.

(iii) An independent report of certified public accountants to the effect that the amounts (which will consist of cash or deposits on demand held in trust or receipts from direct full faith and credit obligations of the United States of America, not callable or redeemable at the option of the issuer thereof), available or to be available for payment of the Refunded Bonds will remain sufficient to pay when due all principal of and interest on the Refunded Bonds after the taking of the Subsequent Action.

(b) Except as provided in Paragraph (a) hereof, all of the rights, powers, duties and obligations of the Escrow Agent hereunder shall be irrevocable and shall not be subject to amendment by the Escrow Agent and shall be binding on any successor to the Escrow Agent during the term of this Agreement.

(c) Except as provided in Paragraph (a) hereof, all of the rights, powers, duties and obligations of the Issuer hereunder shall be irrevocable and shall not be subject to amendment by the Issuer and shall be binding on any successor to the officials now comprising the City Council of the Issuer during the term of this Agreement.

Section 8. The Issuer hereby irrevocably instructs the Escrow Agent to mail to the holders of the Refunded Bonds on behalf of the Issuer, a notice, in substantially the form attached hereto as Exhibit B, that provision for the refunding, redemption and retirement of the Refunded Bonds has been made as provided in this Escrow Agreement. Such notice shall be mailed by first class mail, postage prepaid as soon as practicable

after the execution and delivery hereof to the holders of the Refunded Bonds and the Municipal Securities Rulemaking Board.

Section 9. (a) The Refunded Bonds will be called for redemption on August 1, 2015, at a redemption price of 100% of the principal amount thereof to be redeemed plus accrued interest to the date of redemption.

(b) The Issuer hereby irrevocably directs the Escrow Agent, on behalf of the Issuer, to instruct the paying agent of the Refunded Bonds to mail notice of redemption of the Refunded Bonds as provided in the bond resolution adopted by the Issuer authorizing the issuance of the Refunded Bonds. All moneys on deposit in the Escrow Fund shall be transferred by the Escrow Agent to the paying agent of the Refunded Bonds to effectuate such redemption. Thereafter, all remaining moneys and securities in the Escrow Fund shall be transferred by the Escrow Agent to the Bond Fund established under the Resolution. The Escrow Agent shall not invest or reinvest any of the funds or securities so transferred.

Section 10. The Escrow Fund created hereby shall be irrevocable and the holders of the Refunded Bonds shall have an express lien on and security interest in all amounts deposited in the Escrow Fund, including all amounts representing principal and all amounts representing interest on the SLGS in the Escrow Fund until used and applied in accordance herewith .

Section 11. (a) The Escrow Agent shall be compensated for its reasonable fees, expenses and disbursements, including legal fees, incurred with respect to services rendered hereunder, based upon itemized invoices submitted to the Issuer for payment. This right to receive compensation notwithstanding, the Escrow Agent acknowledges that it has no claim for any such payment under the Resolution, and that it has no lien on the moneys in the Escrow Fund for any such payment.

(b) The Escrow Agent may act in reasonable reliance upon any signature believed by it to be genuine, and may assume that any person purporting to give any notice or receipt of advice or make any statements in connection with the provisions hereof has been duly authorized to do so.

(c) The Escrow Agent may act relative hereto in reliance upon advice of nationally recognized bond counsel in reference to any matter connected herewith, and shall not be liable for any mistake of fact or error of judgment, or for any acts or omissions of any kind, unless caused by its willful misconduct or gross negligence.

(d) The Escrow Agent may resign and be discharged of its duties hereunder provided that: (i) it has given thirty (30) days written notice to the Issuer of such resignation; (ii) the Issuer has appointed a successor to the Escrow Agent hereunder; (iii) the Escrow Agent and the Issuer have received an instrument of acceptance executed by the successor to the Escrow Agent hereunder; and (iv) the Escrow Agent has delivered to its successor hereunder all

of the escrowed documents, SLGS, moneys and investments held by the Escrow Agent in the Escrow Fund. Such resignation shall take effect only upon the occurrence of all of the events listed in clauses (i) through (iv) above. Upon receipt by the Issuer of the written notice described in clause (i) above, the Issuer shall use its best efforts to obtain a successor to the Escrow Agent hereunder as soon as possible.

Section 12. This Agreement shall terminate when amounts sufficient to pay the principal of and interest and redemption premium, if any, on all Refunded Bonds has been paid and all remaining funds and securities have been returned to the Issuer.

Section 13. Except as otherwise provided in Section 7 hereof, this Agreement shall not be repealed, revoked, rescinded, altered, amended or supplemented in whole or in part without (i) the written consent of the holders of 100% in principal amount of the unpaid Refunded Bonds at the time such action is made, and (ii) the written consent of the Escrow Agent; provided, however, that the Issuer and the Escrow Agent may, without the consent of, or notice to the holders of the unpaid Refunded Bonds enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders hereunder and shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

(a) to cure any ambiguity or formal defect or omission in this Agreement; or

(b) to grant to or confer upon the Escrow Agent for the benefit of the holders of the Refunded Bonds, any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Escrow Agent.

The Escrow Agent shall be entitled to rely exclusively upon an opinion of nationally recognized bond counsel with respect to compliance with this Section 13, including the extent, if any, to which any change, modification, addition or elimination affects the rights of such holders of the Refunded Bonds or that any instrument executed hereunder complies with the conditions or provisions of this Section 13.

IN WITNESS WHEREOF, the parties hereto have each caused this Escrow Deposit Agreement to be executed by their duly authorized officers as of the date first above written.

CITY OF DRAPER, UTAH

(SEAL)

By: _____
Mayor

ATTEST AND COUNTERSIGN:

By: _____
City Clerk

_____,
as Escrow Agent

By: _____
Authorized Officer

EXHIBIT A

SLGS

Principal Amount

Interest Rate

Maturity Date

EXHIBIT B

FORM OF NOTICE OF REFUNDING
CITY OF DRAPER, UTAH
GENERAL OBLIGATION BONDS,
SERIES 2005
(MATURING ON AND AFTER _____)

NOTICE IS HEREBY GIVEN that for the payment of the principal of, and interest on such of the bonds of the above-described series (the "Bonds"), there have been irrevocably deposited in escrow with _____, Salt Lake City, Utah, moneys which, except to the extent maintained in cash, if any, have been invested in certain direct obligations of the United States of America. The projected principal payments to be received from such securities and the projected interest income therefrom and such cash have been calculated to be sufficient to pay the interest requirements on the Bonds when due through and including the prior redemption on August 1, 2015 (the "Redemption Date") the date on which the City of Draper, Utah has elected to redeem the Bonds maturing thereafter at a redemption price of 100% of the principal amount of the Bonds to be redeemed, plus accrued interest thereon to the Redemption Date.

DATED this ___ day of _____, 2014.

_____, as Escrow Agent

By: _____

TERMS CERTIFICATE
OF THE CITY OF DRAPER, UTAH

GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014

Pursuant to the authority delegated in the resolution adopted by the City Council (the "Council") of the City of Draper, Utah (the "Issuer") on July 15, 2014 (the "Resolution"), authorizing the issuance and sale of a series of the Issuer's general obligation refunding bonds, (the "Bonds"), the Designated Officer (as defined in the Resolution) hereby approves the following terms of the Bonds and related matters as delegated by the Resolution:

1. The final principal amount of \$_____ for the Bonds;
2. The maturity dates, principal amounts, and interest rates for the Bonds as set forth in Schedule A attached hereto;
3. The aggregate price to be paid by George K. Baum & Company, as the Underwriter for the Bonds pursuant to the Bond Purchase Agreement dated of even date herewith by and between the Issuer and the Underwriter, shall be \$_____ (representing the par amount of the Bonds, [plus/less] a reoffering [premium/discount] of _____, and less an Underwriter's discount of \$_____);
4. The final redemption provisions for the Bonds as set forth in Schedule B attached hereto;
5. The Refunded Bonds are determined to be as set forth in Schedule C; and
6. Interest Payment Date means each February 1 and August 1, commencing _____, 20____; and
7. The closing date is currently anticipated to be on or around August __, 2014.

All capitalized terms used, but not defined herein, shall have the meanings assigned by the Resolution unless the context hereof requires otherwise;

IN WITNESS WHEREOF, we have hereunto subscribed our official signature,
this _____, 2014.

CITY OF DRAPER, UTAH

Designated Officer

SCHEDULE A

CITY OF DRAPER, UTAH
GENERAL OBLIGATION REFUNDING BONDS, SERIES, 2014

<u>Year</u> <u>(February 1)</u>	<u>Principal</u> <u>Maturing</u>	<u>Interest Rate</u>
------------------------------------	-------------------------------------	----------------------

SCHEDULE B

FINAL TERMS OF REDEMPTION OF THE BONDS

[The Bonds maturing on or before _____, are not subject to optional redemption prior to maturity. The Bonds maturing on or after _____ are subject to redemption at the option of the Board on _____, and on any date thereafter prior to maturity, in whole or in part, from such maturities or parts thereof as may be selected by the Board, at a redemption price equal to 100% of the principal amount of the Bonds to be redeemed, plus accrued interest thereon to the redemption date.]

SCHEDULE C

REFUNDED BONDS

The following table sets forth the maturity dates, maturity amounts and interest rates of the Refunded Bonds:

Maturity Date (<u>February 1</u>)	<u>Maturity Amount</u>	<u>Interest Rate</u>
--	------------------------	----------------------

[Return to Agenda](#)

ITEM #7

REQUEST FOR COUNCIL ACTION

To:	<u>Mayor & City Council</u>
From:	<u>Bob Wylie, Finance Director</u>
Date:	<u>July 15, 2014</u>
Subject:	<u>1st Quarter Budget Amendment for FY 2014-2015</u>
Applicant Presentation:	<u>None</u>
Staff Presentation:	<u>Bob Wylie, Finance Director</u>
RECOMMENDATION:	
Approve Resolution 14-49 amending the budget for fiscal year ending June 30, 2015 as proposed.	
BACKGROUND AND FINDINGS:	
See attached staff report.	
PREVIOUS LEGISLATIVE ACTION:	
Resolution 14-43 adopting Draper City budget for fiscal year ending June 30, 2015.	
FISCAL IMPACT: Finance Review: _____	
<ul style="list-style-type: none">• See attached staff report	
SUPPORTING DOCUMENTS:	
<ul style="list-style-type: none">• Resolution 14-49• Staff report with supporting documentation	

RESOLUTION NO. 14-49

A RESOLUTION AMENDING THE ADOPTED BUDGET OF DRAPER CITY FOR FISCAL YEAR 2014-2015.

WHEREAS, the City Council of Draper City has adopted Resolution No. 14-43 which adopted the final budget for the fiscal year beginning July 1, 2014 and ending June 30, 2015, in accordance with the requirements of the Utah Code Annotated; and

WHEREAS, the City Council of Draper City wishes to amend the fiscal year 2014-2015 budget; and

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

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

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

Section 1. Purpose. The purpose of this Resolution is to amend the budget of Draper City, as approved and finalized by Draper City Resolution No. 14-49.

Section 2. Adoption of Amendments. The budget amendments attached hereto and made a part of this Resolution shall be, and the same hereby are adopted and incorporated into the budget of Draper City, Utah for the fiscal year beginning July 1, 2014 and ending June 30, 2015, in accordance with the requirements of the Utah Code Annotated.

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

Section 4. Severability. If any section, part, or provision of this Resolution is held invalid, or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts, and provisions of this Resolution shall be severable.

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, ON THIS 15th DAY OF JULY, 2014.

DRAPER CITY

ATTEST:

City Recorder

Mayor

Draper City

FY2015 1st Quarter Budget Amendments

July 15, 2014

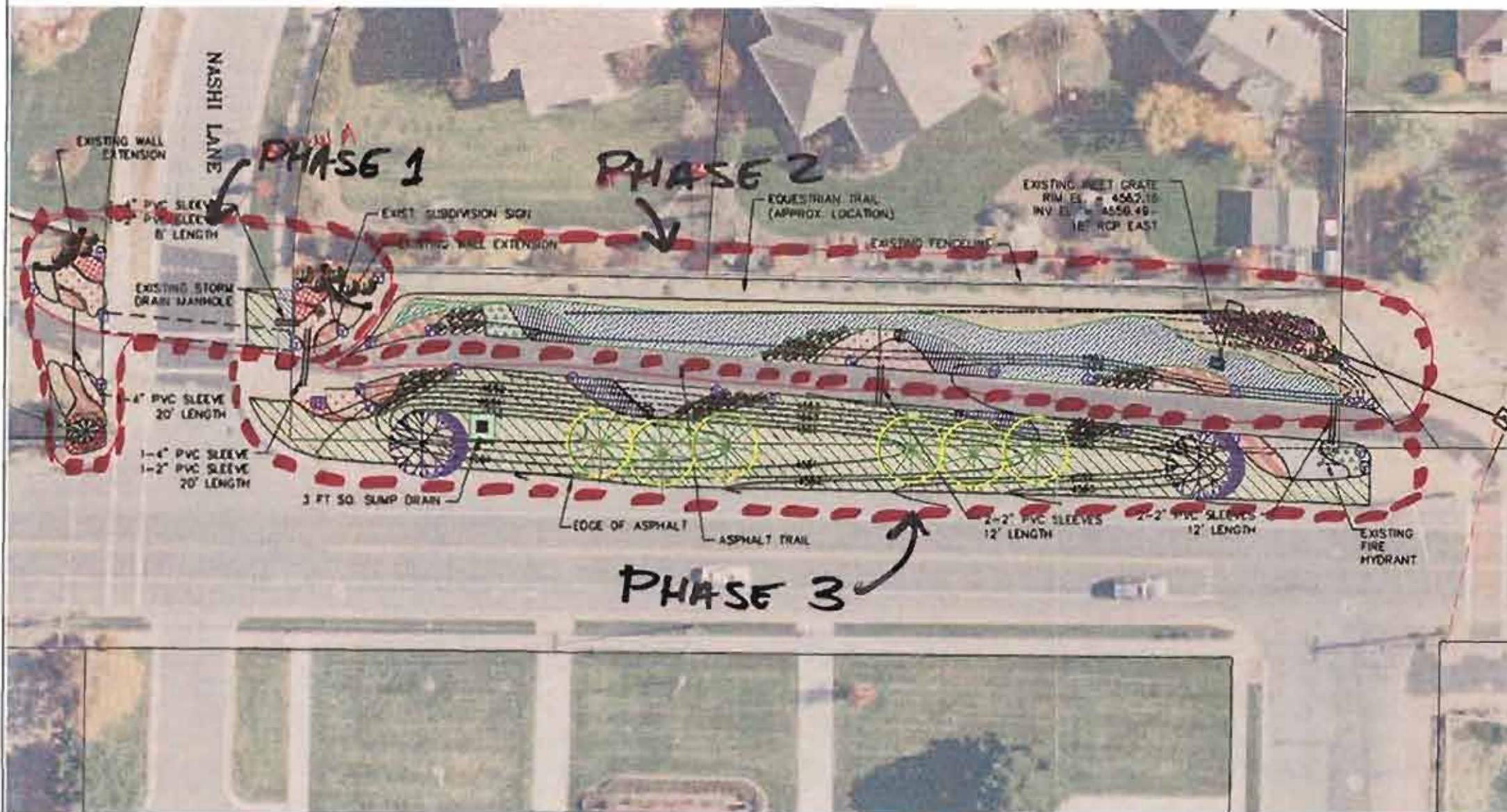
- FY15-001 PW–Streets Nashi Lane Landscaping Project Phase 1. Funding will come from General Fund. Amount of requested budget amendment is **\$14,568.**
- FY15-002 Water Establish and set-up capital budget for the Freeway Pump Station Capital Project. Amount of requested budget amendment is **\$2,100,000.** Funding will come from Water FB.
- FY15-003 PW-Streets UTA Overpass Repairs. Draper City is responsible for maintaining 3 UTA bridge overpasses within the city. The 3 overpasses are located at Bangerter, 14600 So. and 1300 E. These bridges are in need of some minor repairs. The funding will come from the General Fund and be placed in the Streets operating budget. Amount of the requested budget amendment is **\$19,100.**
- FY15-004 PW-Streets This budget request amendment is for the improvement of the landscaping of the traffic island at the Bangerter UTA bridge. The funding will come from the General Fund and be placed in the Streets operating budget. Amount of the requested budget amendment is **\$11,000.**
- FY15-005 Legal Reallocate operational budget within the Legal Department from salaries and benefits to professional services. Amount of requested budget amendment is **\$160,886.**
- FY15-006 Staffing Chart Amended authorized Staffing Chart for FY2015.

NASHI LANE LANDSCAPING PROJECT

April 2014

0.45 ACRES

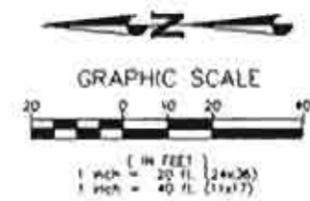
Site Amenities	Qty	Unit Price	Unit	Cost Estimate	Phase 1	Phase 2	Phase 3			
					Qty	Cost Estimat	Qty	Cost Estimat	Qty	Cost Estimate
Clearing & Grubbing	20000	\$0.10	S.F.	\$2,000	1100	\$110	8600	\$860	10300	\$1,030
Rough Grading	800	\$8.00	C.Y.	\$6,400	30	\$240	160	\$1,280	610	\$4,880
Water Service Line	20	\$17.00	L.F.	\$340	20	\$340	0	\$0	0	\$0
Sec. Water Meter, Lateral, Fees	1	\$2,500.00	Acre	\$2,500	1	\$2,500	0	\$0	0	\$0
Power Meter	1	\$1,500.00	Each	\$1,500	1	\$1,500	0	\$0	0	\$0
Power Service Line	100	\$10.00	L.F.	\$1,000	100	\$1,000	0	\$0	0	\$0
Irrigation-Controller	1	\$1,000.00	Each	\$1,000	1	\$1,000	0	\$0	0	\$0
Irrigation-Controller Strong Box	0	\$2,000.00	Each	\$0	0	\$0	0	\$0	0	\$0
Irrigation-Open (typ. 60% of park)	0	\$0.40	S.F.	\$0	0	\$0	0	\$0	0	\$0
Irrigation-Narrow (typ. 20% of park)	20000	\$0.80	S.F.	\$16,000	1100	\$880	3400	\$2,720	15500	\$12,400
4" Topsoil	11000	\$0.25	S.F.	\$2,750	1100	\$275	3400	\$850	6500	\$1,625
Lawn (Sod)	8000	\$0.40	S.F.	\$3,200	200	\$80	0	\$0	7800	\$3,120
Native Planting Area	3000	\$0.20	S.F.	\$600	0	\$0	3000	\$600	0	\$0
Shrub 1Gal (typ. 30/acre)	1500	\$13.00	Each	\$19,500	225	\$2,925	570	\$7,410	705	\$9,165
Shrub 5Gal (typ. 30/acre)	80	\$24.00	Each	\$1,920	10	\$240	41	\$984	29	\$696
Tree (typ. 15/acre)	8	\$260.00	Each	\$2,080	0	\$0	0	\$0	8	\$2,080
3' Boulder	35	\$150.00	Each	\$5,250	6	\$900	12	\$1,800	17	\$2,550
Mulch Path	2000	\$1.50	S.F.	\$3,000	0	\$0	2000	\$3,000	0	\$0
Drainage Sump Box	1	\$2,000.00	Each	\$2,000	0	\$0	0	\$0	1	\$2,000
TOTAL CONSTRUCTION ESTIMATE				\$71,040		\$11,990		\$19,504		\$39,546
Design/Administration @ 10% of Project Costs				\$4,618		\$779		\$1,268		\$2,570
Contingency @ 15% of Project Costs				\$10,656		\$1,799		\$2,926		\$5,932
TOTAL ESTIMATED PROJECT COST				\$86,314		\$14,568		\$23,697		\$48,048



PLANT LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
TREES				
	QURCO BILOBA 'AUTUMN GOLD'	MAIDEN HAIR	2" CAL	STAKED
	PLATANUS ACERIFOLIA	LONDON PLANE	2" CAL	STAKED
SHRUBS				
	PRUNUS BESSEYI	WESTERN SAND CHERRY	3 GAL	5' O.C.
	RHUS TRILOBATA 'GRO-LOW'	SMOOTH SUMAC	3 GAL	3' O.C.
	RISES AUREUM	GOLDEN CURRANT	3 GAL	5' O.C.
	COTONEASTER DAMMER 'LOWFAST'	BEARBERRY COTONEASTER	1 GAL	12" O.C.
GROUNDCOVERS				
	GERANIUM SANGUINEUM 'ALBUM'	ALBUM GERANIUM	1 GAL	12" O.C.
	HEMEROCALLIS 'STELLA DE ORO'	STELLA DE ORO DAYLILY	1 GAL	12" O.C.
	LAVENDULA ANGUSTIFOLIA	LAVENDER	1 GAL	12" O.C.
	AQUILEGIA CAERULEA 'BLUE'	COLUMBINE		
	PENSTEMON PALMERI	BEARD TONGUE		
	GALLARDIA ARISTATA	BLANKET FLOWER		
GRASSES				
	PENNISETUM ALOPECUROIDES 'MAMMOTH'	FOUNTAIN GRASS	1 GAL	12" O.C.
	LAMM SEEDING	OVER 4" TOPSOIL		
	NATIVE SEEDING	OVER 4" TOPSOIL		
LANDSCAPING ROCKS				
	2' to 4' DIAMETER LANDSCAPE BOULDERS			BURY 1/3 OF SIZE

LANDSCAPE PLAN



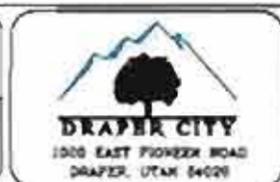
REVISION			
NO	DATE	REV. BY	ISSUE

HORIZONTAL SCALE:
1"=20' 1"=40' (11x17)
VERTICAL SCALE:
NA
DESIGNER/CAO: Gory Young
APPROVAL: Brian Shevett
REVIEWED: Brad Jensen
PROJECT NO:

CONSULTANT INFORMATION:
DRAPER CITY
ENGINEERING DEPARTMENT
801-578-8838
SEE SCALE REVISIONS IN FULL
THIS SHEET AGAINST ADDITIONAL
FOR REVISION SHEETS

BASIS OF BEARING:

BENCHMARK:



PROJECT NAME:
**1300 EAST & NASHI LANE
LANDSCAPING PROJECT**
TITLE OF DRAWING:
LANDSCAPING PLAN

PLAN NO:
LP-1
SHEET NO:
3 of 9

STAFFING DOCUMENT

City of Draper, Utah

	Wage Grade	Budget FY 10-11	Budget FY 11-12	Budget FY 12-13	Budget FY 13-14	Requested FY 14-15
<i>General Fund</i>						

STAFFING DOCUMENT

City of Draper, Utah

	Wage Grade	Budget FY 10-11	Budget FY 11-12	Budget FY 12-13	Budget FY 13-14	Requested FY 14-15
Legal Services						
City Attorney	23	1.00	1.00	1.00	1.00	1.00
Prosecuting Attorney	18	1.00	1.00	1.00	1.00	0.00
Legal Assistant	12	1.00	1.00	1.00	1.00	1.00
Prosecutor Assistant	10	1.00	1.00	1.00	1.00	0.00
		<u>4.00</u>	<u>4.00</u>	<u>4.00</u>	<u>4.00</u>	<u>2.00</u>

STAFFING DOCUMENT

City of Draper, Utah

Wage Grade	Budget FY 10-11	Budget FY 11-12	Budget FY 12-13	Budget FY 13-14	Requested FY 14-15
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STAFFING DOCUMENT

City of Draper, Utah

Wage Grade	Budget FY 10-11	Budget FY 11-12	Budget FY 12-13	Budget FY 13-14	Requested FY 14-15
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STAFFING DOCUMENT

City of Draper, Utah

	Wage Grade	Budget FY 10-11	Budget FY 11-12	Budget FY 12-13	Budget FY 13-14	Requested FY 14-15
SUMMARY						
General Fund		147.54	148.40	150.09	156.78	154.79
Other Funds		24.98	27.33	28.53	28.03	28.03
Total Employee FTE Count		172.52	175.73	178.62	184.81	182.82

[Return to Agenda](#)

ITEM #8

CRIMINAL LEGAL SERVICES AGREEMENT

THIS AGREEMENT (this "Agreement") is made effective July 1, 2014, by and between the CITY OF DRAPER, a municipal corporation of the state of Utah (the "City"), and the law firm of COWDELL & WOOLLEY, P.C. (collectively the "Firm").

AGREEMENT:

NOW, THEREFORE, in consideration of the premises, mutual covenants, and undertakings, the parties hereby agree as follows:

1. Scope of Services to be Provided. Throughout the term of this Agreement, the Firm shall provide attorneys to provide comprehensive criminal prosecutorial legal services requested or needed by the City ("Legal Services"). The Legal Services to be provided hereunder shall include, without limitation, prosecuting violations of City ordinances, applicable Salt Lake and Utah County ordinances, and Utah state statutes including prosecuting Class A misdemeanors in District Court, prosecuting appeals from justice court brought or pursued by defendant and trial or hearing de novo in district court, as contemplated in Utah Code Ann. § 78A-7-118, pursuing appeals to other courts brought or pursued by the City upon prior written consent of the City's designee, representing the City in plea negotiations, providing training to the City Police Department, as needed, responding to GRAMA requests for documents it holds, attending administrative and accountability meetings, attending arraignments and pretrials as directed by the City's designee, pursuing case investigation and presentation, participating in state and local prosecution associations, screening cases for enhanceable criminal matters and pursuing forfeiture of bonds.

A representative of the Firm shall report to the City's designee and the City's designee shall administer the terms of this Agreement and give direction regarding the Legal Services. Unless the City's designee is an attorney, all matters requiring legal work or judgment shall be performed by the attorneys of the Firm and the legal work shall not be influenced by the City's designee pursuant to the Utah Rules of Professional Conduct. The Firm shall timely and adequately prepare for all trials and be ready to provide Legal Services with respect to the Draper Justice Court at such time that the court is ready to begin.

Performance of the Legal Services hereunder by the Firm shall also be subject to the Utah Code of Ethics, all applicable laws (federal and/or state), rules, regulations, and professional standards, including, without limitation, the Rules of Professional Conduct adopted by the Utah Supreme Court, as the same may be amended from time to time during the term of this Agreement (collectively, "Scope of Services").

2. Fees for Legal Services and Reimbursement of Expenses. As full compensation for Legal Services (including all cost and expenses) performed

beginning on July 1, 2014, the City shall pay the Firm the amount of \$11,500.00 per month, which will be paid on or before the tenth day of each month. The Fee will increase each July 1 by an amount equal to the average increase including but not limited to any cost-of-living adjustment the City gives to its employees for such year. Upon mutual agreement between the parties, the City may reimburse the Firm for other actual expenses. In the event that civil litigation counsel or other legal services are needed to assist the city attorney, the firm may be available from time to time to represent the City for a discounted rate of \$90.00 per hour.

3. Renewal and Nonfunding.

a. This Agreement shall become effective on the date hereof and terminate at 11:59:59 p.m. on June 30, 2019; provided, however, upon the consent of the parties hereto and subject to the right to terminate as provided herein, this Agreement may be extended and renewed for additional three-year terms.

b. The City and the Firm acknowledge that funds are not presently available for the performance of this Agreement beyond the end of the City's current fiscal year, which is June 30, 2015. The City's obligation for performance of this Agreement beyond that date is contingent upon funds being appropriated for payment due and providing the Legal Services under this Agreement. If no funds or insufficient funds are appropriated and budgeted, or if there is a reduction in appropriations due to insufficient revenue, resulting in insufficient funds for payments due or about to become due under this Agreement, then this Agreement shall create no obligation on the City as to such fiscal year (or any succeeding fiscal year), but instead shall terminate and become null and void on the first day of the fiscal year for which funds were not budgeted and appropriated, or in the event of reduction in appropriation, on the last day before the reduction becomes effective (except as to those portions of payments herein then agreed upon for which funds are appropriated and budgeted). Said termination shall not be construed as a breach of or default under this Agreement and said termination shall be without penalty, additional payment, or other changes of any kind whatsoever to the parties, and no right or action or damages or other relief shall accrue to the benefit of the other party as to this Agreement, or any portion thereof, which may so terminate and become null and void.

4. Effective Date and Termination. This Agreement shall become effective on the date hereof and terminate at 11:59:59 p.m. on June 30, 2019. This Agreement may be extended and renewed for additional three-year terms.

5. Assignment and Delegation. The Firm shall not assign or delegate the performance of its duties under this Agreement without the City's prior written approval.

6. Employment Status.

- a. Official Status. The Firm shall have complete control and discretion over all attorneys, secretaries, runners, and other personnel assisting the Firm to provide the Legal Services hereunder and shall be considered to be independent contractors. All personnel providing Legal Services shall be independent contractors and not employees of the City.
- b. Salary and Wages. Except as otherwise specified in section 2 above, the City shall not have any obligation or liability for the payment of any salary or other compensation to personnel providing, or assisting the Firm to provide, the Legal Services.
- c. Employment Benefits. All personnel providing Legal Services are and shall remain employees of the Firm. All personnel providing Legal Services shall have no right to any City pension, civil service or any other City benefits pursuant to this Agreement or otherwise.

7. Public Information. The Firm understands and agrees that this Agreement and related invoices, etc., will be public documents as provided in UTAH CODE ANN. § 63G-2-101, *et seq.*

8. Confidentiality. The Firm agrees (1) to hold confidential information in strict confidence; (2) not to disclose confidential information to any third party except upon the City's prior consent; and (3) to use reasonable precautions and processes to prevent unauthorized access, use, or disclosure of the City's confidential information. As used in this Agreement, confidential information means all information material that constitutes a private, controlled, or protected record or document, or is exempt from disclosure as referenced in Utah Code Ann. § 63G-2-101, *et seq.* The Firm also agrees to obligate their employees to the same obligations imposed on the Firm as provided in this section.

9. Equipment and Facilities. For purposes of performing the Services, the Firm shall furnish and supply at its sole cost all necessary labor and supervision necessary to perform the Services. The City shall provide computers, access to copy machines, bandwidth, server space, direct dial landlines, file storage areas, and supplies necessary and incident to performing the Services. The City shall also provide office space for attorneys and staff.

10. Termination. Notwithstanding anything to the contrary, either party may terminate this Agreement without cause upon 90 days' prior written notice to the other party, or the City may terminate this Agreement for significant violation of the Rules of Professional Conduct upon notice to the Firm by the City.

11. Alcohol and Drug-free Work Place. All personnel during such time that they provide Legal Services or while they are on City property shall not be under the influence of alcohol, any drug, or combined influence of alcohol or any drug to a degree that renders the person incapable of safely providing the Legal Services. Further, all personnel during such time that they provide Legal Services shall not have sufficient alcohol in his body, blood, or on his breath that would constitute a violation of UTAH CODE ANN. § 41-6a-502 (without giving any consideration to or establishing the requirement of operating or being in physical control of a vehicle) or any measurable controlled substance in his body that would constitute a violation of UTAH CODE ANN. § 41-6a-517 (without giving any consideration to or establishing the requirement of operating or being in physical control of a vehicle).

12. Agent Relationship. The City authorizes the Firm to act as its special agent to provide Legal Services within the Scope of Services. The special agency relationship shall remain in full force and effect during the term of this Agreement or any extensions or renewals of this Agreement. Provided, however, the authorization granted herein is limited to Legal Services with the Scope of Services.

13. Indemnification by The Firm. The Firm shall defend, indemnify, save, and hold harmless the City, and its successor and assigns, from and against any and all damages, liabilities, and claims (including reasonable attorneys' fees) relating to any claim of substantive prosecutorial misconduct (unless the claim of prosecutorial misconduct is brought in conjunction with a challenge, on a constitutional basis, of the Firm's authority to perform the Legal Services), claims relating to incidents, matters, etc., outside the Scope of Services and claims related to workers' compensation.

14. Insurance. At all times during the pendency of this Agreement the Firm shall maintain General Liability insurance in an amount of at least one million dollars (\$1,000,000) and shall provide City with a copy of the same.

15. Discrimination. Draper City expressly prohibits any form of unlawful harassment or discrimination based on race, religion, sex, pregnancy, genetic information, age, national origin, sexual preference, citizenship, disability, veteran or military status, or any other factor protected by law. It is agreed that the Firm, its employees and contractors shall prohibit and not cause or participate in any forms of unlawful harassment or discrimination based on these factors while performing Legal Services for the City. Failure to prohibit such unlawful harassment or discrimination, or causing or participating in unlawful harassment or discrimination by the Firm, its employees or contractors may result in the immediate termination of this Agreement and any other remedies allowed by law.

14. Titles and Captions. All section or subsection titles or captions herein are for convenience only. Such titles and captions shall not be deemed part of this Agreement and shall in no way define, limit, augment, extend, or describe the scope,

content, or intent of any part or parts hereof.

15. Pronouns and Plurals. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns, pronouns, and verbs shall include the plurals and vice versa.

16. Force Majeure. Neither party to this Agreement will be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control.

17. Applicable Law. The provisions hereof shall be governed by and construed in accordance with the laws of the state of Utah.

18. Integration. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.

19. Time. Time is the essence hereof.

20. Survival. All agreements, covenants, representations, and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.

21. Waiver. No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

22. Rights and Remedies. The rights and remedies of the parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions hereof.

23. Severability. In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

24. Conflicts of Interest. The Firm represents and certifies that it has not offered or given any gift or compensation prohibited by law to any officer or employee of the City to secure favorable treatment with respect to being awarded this Agreement.

IN WITNESS WHEREOF, the City caused this Agreement to be signed by its mayor and attested by its recorder and delivered, and the Firm has caused the same to be signed and delivered.

CITY OF DRAPER

By: _____
TROY K. WALKER, Mayor

ATTEST:

RACHELLE CONNER, City Recorder

COWDELL & WOOLLEY, PC

By: _____
TRACY SCOTT COWDELL, Partner

By: _____
CHAD L. WOOLLEY, Partner

Return to Agenda

ITEM #9

REQUEST FOR COUNCIL ACTION

To:	Mayor & City Council
From:	Dennis Workman
Date:	7-8-14 for 7-15-14 CC Meeting

Subject:	Revised Development Agreement for Deer Run Preserve Zone Change
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Applicant Presentation:	Ryan Button
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Staff Presentation:	Keith Morey, Community Development Director
----------------------------	--

RECOMMENDATION:

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

BACKGROUND:

On July 1, 2014, the City Council reviewed this proposal to rezone approximately 18 acres at 962 E. Roundhouse Rd. from A5 to RM1. The rezone request is linked to a development agreement that proposes a residential development consisting of 50 single-family units and 34 multi-family units. The development agreement also caps density at 5.1 units per acre. At the hearing, the Council reviewed the proposed agreement and asked the applicant to make some revisions to it pertaining to building height measurement and maintenance responsibilities of all associated facilities. Attached to this memo is a revised draft development agreement, with the requested changes highlighted in red. With the public hearing already held, this application is now an action item.

MAIN POINTS OF DEVELOPMENT AGREEMENT:

As a reminder, the key points of the development agreement are as follows:

- 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.
- At a minimum, each of the 84 dwellings will have a two-car garage and a two-car driveway.
- 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.

PREVIOUS LEGISLATIVE ACTION:

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

FISCAL IMPACT: Finance Review: _____

Approving the rezone and development agreement will entitle the property for 20 new homes. Streets are private, but the HOA may contract with the city for garbage pickup and snow plowing services.

SUPPORTING DOCUMENTS:

- Ordinance 1112
- Revised Development Agreement

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: _____ By: _____
City Recorder Mayor

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, Height, Street, and Parking 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. **Developer agrees to be bound by the height restrictions found within the Draper City Code which allows 35' in height on single family homes and 35-40' on multifamily homes. In an effort to preserve the views from the adjoining townhomes, Developer agrees to keep buildings 1 and 9, as shown on the attached concept plan, to a maximum of two stories in height and buildings 2-8 to a maximum of three stories in height. The City's policy for measuring building height is average finished grade to mid slope of the roof line.** The aforementioned set back and height standards are depicted on the concept plan attached hereto as Exhibit B. **All new streets within the Deer Run Preserve Project are planned to be private. The Deer Run Preserve HOA will be required to own, maintain, and provide snow removal on all private streets. All units will have a minimum of a 2-car garage and a 2-car driveway for an onsite total of 4 minimum parking spaces per unit.**
- 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 park and trails are identified on Exhibit B and attached hereto. City agrees to accept dedication of park and its improvements with both parties agreeing to their respective responsibilities as follows:

- Deer Run HOA Maintenance Responsibilities
 - Landscaping
 - Irrigation System
 - Utility Costs
- City Maintenance Responsibilities
 - Playground Equipment
 - Trails and Paths
 - Park Furniture Including Tables, Benches and BBQ Stands

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. **In the event the Developer decides to make any landscaping/irrigation or monument sign improvements to any portion of the ponds, the HOA shall be responsible for all maintenance and costs associated with those improvements.** The aforementioned ponds are identified on the attached Exhibit C.

f. **Median.** A center median currently exists in Town Center Drive that is part of a publicly dedicated road. This median currently contains certain landscaping and irrigation improvements which are owned and maintained by the City. Developer wishes to modify median to allow access to its single family lots. Developer agrees to have the HOA assume the ongoing landscaping, irrigation and utility cost

maintenance of the median upon completion of its engineered modification and reinstallation of landscaping to the median. Said modification will require the approval of the City's Engineering Department. Proposed modified median is shown on the attached Exhibit B.

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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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.

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Contains 1.71 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

DEER RUN PRESERVE
 CONCEPT PLAN
 34 TOWNHOMES
 50 SINGLE FAMILY HOMES

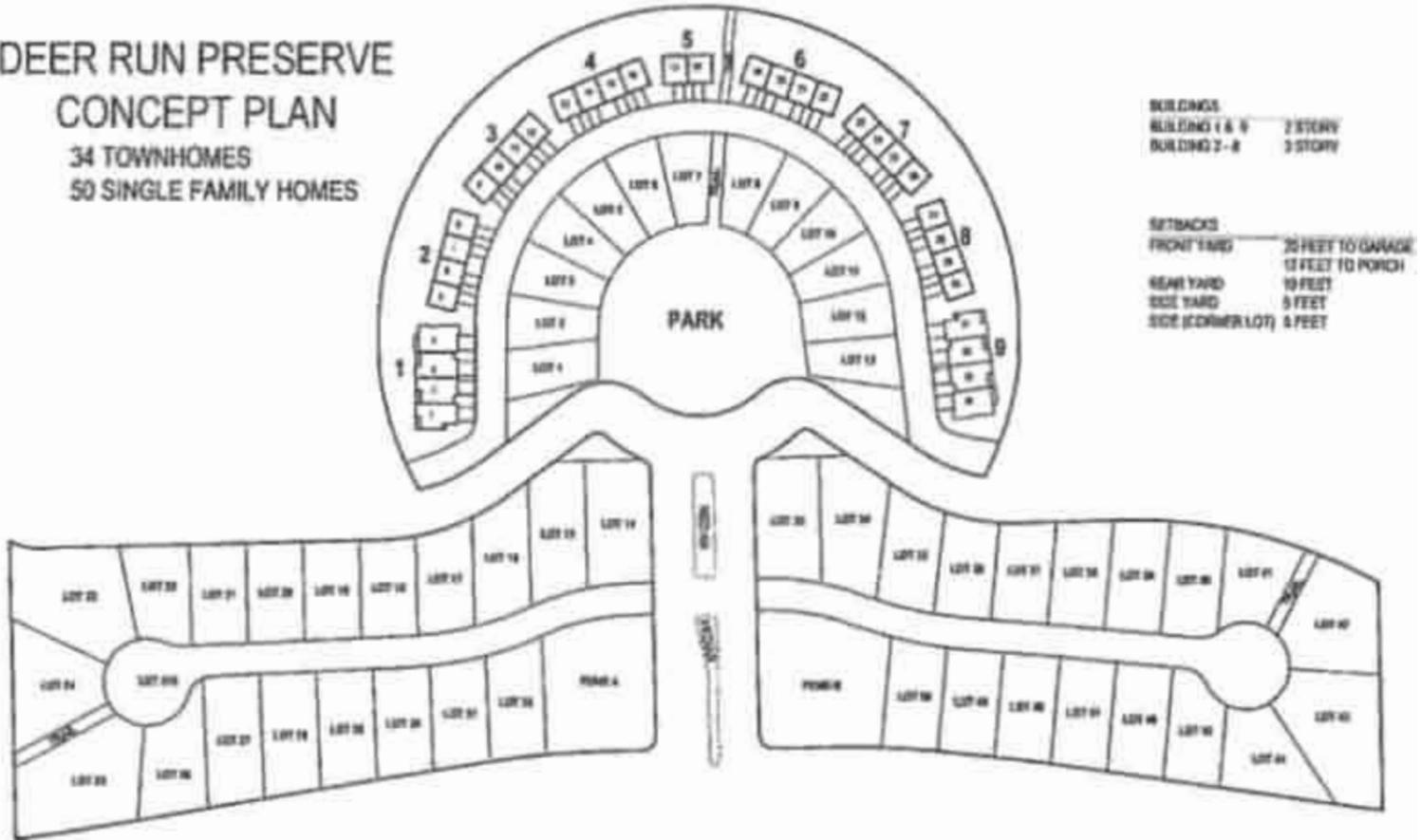
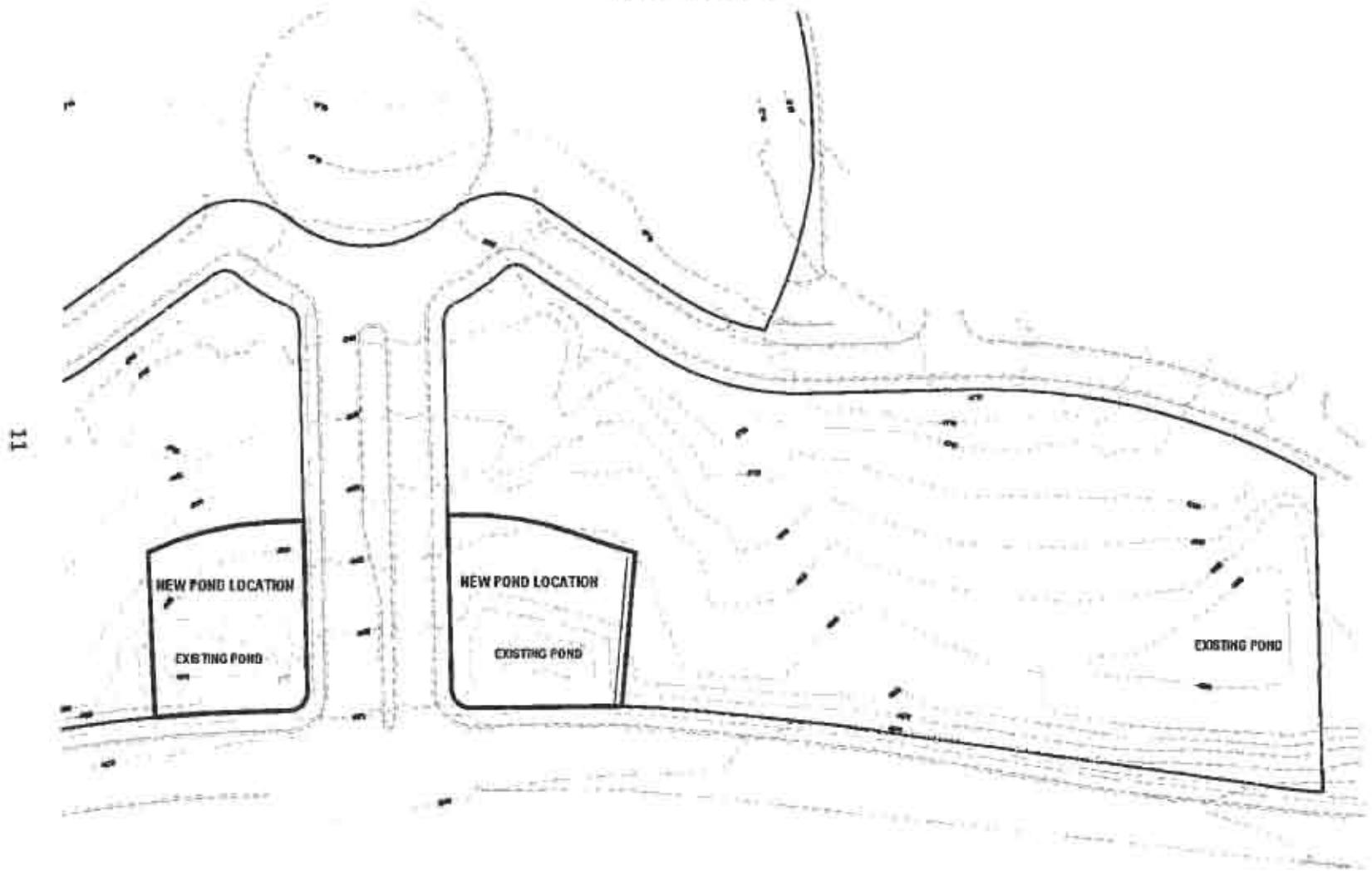


EXHIBIT C



Adding in some more members of the City Council so they are aware of the thread as well.

Cordially,
Ron Steed
[Join OneDrive Now \(It's great!\)](#)

From: nour@solidinstance.com
To: ronsteed@live.com; jeff.stenquist@draper.ut.us; shodanpete@hotmail.com;
susanhartman1@yahoo.com; david.dobbins@draper.ut.us; russell.fox@draper.ut.us;
keith.morey@draper.ut.us; joshuadewaal@gmail.com; troy.walker@draper.ut.us;
josh@air76.com; rachel.conner@draper.ut.us; nour@solidinstance.com;
lylepage@gmail.com; citycouncilmembers@draper.ut.us
Subject: RE: Deer Run Issues and Concerns (Reminders)
Date: Wed, 9 Jul 2014 19:50:11 +0000

Ron (and others),

Sorry I am late to the discussion, hopefully not too late.

For me this essentially comes down to a few things.

1. The height game. The height of the current townhomes was jiggered by "creative" grade measurement. It means we have the current townhomes that do not fit and are not harmonious with the community. Sorry Ron but I think they are eyesores just on the basis of height. If we let these new ones through we are just going to continue the problem. Why can't we just have homes that fit in?

2. Parking and Traffic. The addition of this number of cars so close to the school is a killer combination. Nobody can have a single guest over it seems because there is no space and no overflow parking. Additionally, the drawings I saw had the traffic from the corner sections of the development coming out on Town Center, I think that is going to be a big problem with traffic (school buses included) and the traction on Town Center during a storm.

3. If you decide against us don't let these guys get the zoning change and then sell the property to someone else that will develop. Please make sure the zoning flips back to low density residential if the property gets sold.

4. BTW, that green space in the middle is IMHO silly. Nobody is going to use that except the occupants of the development. Hopefully the city will not go down that rabbit hole.

Overall, please just make this normal homes, homes that are safe, homes that have enough room to breath.

Regards,
Nour

From: ronsteed@live.com
Subject: Deer Run Issues and Concerns (Reminders)
Date: Tue, 8 Jul 2014 22:48:54 -0600
To: jeff.stenguist@draper.ut.us; shodanpete@hotmail.com; susanhartman1@yahoo.com;
david.dobbins@draper.ut.us; russell.fox@draper.ut.us; keith.morey@draper.ut.us;
joshuadewaal@gmail.com; troy.walker@draper.ut.us; josh@air76.com;
rachelle.conner@draper.ut.us; nour@solidinstance.com; lylepage@gmail.com;
citycouncilmembers@draper.ut.us

(I am adding in Susan Hartman, another concerned neighbor.)

The finding from the zoning meeting says the development is not consistent with the current land use plan but is with the goals of the plan. This seems like a rather odd thing to say. When I read the land use plan it does not make sense to me that this is consistent with the goals of the plan. Especially as it relates to density of units per acre and height.

The finding say there are no issues with this plan including water. The city cannot say that since we are served with WaterPro and Josh and I can tell you that WaterPro cannot maintain normal water pressure as it stands. Adding 84 units will only make it worse.

Also with this finding it indicates roadways are OK. Since you live in the area you know we have challenges with parking and at various times throughout the day Town Center is a nightmare. A nightmare with children present. The drawings shown at the zoning committee had traffic exiting/leaving Town Center. You know how Town Center is. This is a factual change from what the developer was showing at the zoning meeting and is very concerning. He is either misrepresenting something or is just making this up as he goes along.

I do not see how adding more townhouses are "harmonious". As it is the townhouses that exist really do stick out and cause part of the parking problem. You know how different the townhouses that are here look.

In regard to affecting the adjacent property well this goes back to the height issue. At the zoning commission meeting the developer would not commit to the height. Being the pragmatist that I am that means the views are gone. Please make the development agreement reflect a rational 35 feet measurement. The games that were played with existing townhomes are obvious, don't let the current townhomes be a gateway to make another mistake. Make sure that 35 feet is an "honest" 35 feet.

Finally, even if you decide against the overwhelming majority of the neighbors that will have the property values negatively affected please ensure that if the property is resold that the zoning goes back to what it is now. Draper is supposed to be open and with room to breath. Please help keep it that way.

Cordially,
Ron Steed
385-414-7900

On Jul 3, 2014, at 5:25 PM, "Peter Harris" <shodanpete@hotmail.com> wrote:

Jeff,

Sorry, I accidentally hit the send button on my phone before I could finish my thought.

From those I've talked to as the president of the town home hoa, the main concerns revolve around the new development not impacting the views or the parking situation. We realize that once the zoning changes, there will be little that can be done to enforce any promises made by the developer that are not spelled out in the Development Agreement. My question is whether it is possible to include a building height restriction (one that is perhaps different from that currently allowed by the city) and ensure that there is adequate parking planned in the development agreement or not. Blocking the views would definitely have a negative impact on property values for the town homes (I would say most of the home owners in our association purchased their town home in large part because of the spectacular views). I think if height restrictions were included, the town home community would generally be in favor of the moving forward.

I look forward to your thoughts and I appreciate the time you are taking to hear our concerns.

Thanks,

Peter Harris

> Date: Thu, 3 Jul 2014 16:58:40 -0600
> Subject: RE: Deer Run Issues and Concerns
> From: shodanpete@hotmail.com
> To: jeff.stenquist@draper.ut.us; ronsteed@live.com; joshuadewaal@gmail.com;
lylepage@gmail.com; ___CityCouncilMembers@draper.ut.us; troy.walker@draper.ut.us;
david.dobbins@draper.ut.us; josh@air76.com; russell.fox@draper.ut.us;
keith.morey@draper.ut.us; rachelle.conner@draper.ut.us; nour@solidinstance.com
>
> Jeff,
>
> I may be mistaken, but I think the main concern for the town homes is protecting the views
and doing that in an enforceable way.
>
> --- Original Message ---
>
> From: "Jeff Stenquist" <jeff.stenquist@draper.ut.us>
> Sent: July 2, 2014 9:57 PM
> To: "Ron Steed" <ronsteed@live.com>, "Joshua DeWaal" <joshuadewaal@gmail.com>, "Lyle
Page" <lylepage@gmail.com>, "* Mayor / City Council"
<___CityCouncilMembers@draper.ut.us>, "Troy Walker" <troy.walker@draper.ut.us>, "David
Dobbins" <david.dobbins@draper.ut.us>, "Josh Christensen" <josh@air76.com>, "Peter Harris"
<shodanpete@hotmail.com>, "Russell Fox" <russell.fox@draper.ut.us>, "Keith Morey"
<keith.morey@draper.ut.us>, "Rachelle Conner" <rachelle.conner@draper.ut.us>,
nour@solidinstance.com
> Subject: RE: Deer Run Issues and Concerns
>
> Ron,
>
> The next step is that the proposal will be back on the next City Council agenda in two weeks
for a vote, assuming the Council is ready to make a decision. No further public comment will be
taken at that time. So we have until then to ask for any additional information and consider our
course of action.
>
> Jeff Stenquist
> Draper City Council
> jeff.stenquist@draper.ut.us<<mailto:jeff.stenquist@draper.ut.us>>
>
> _____
> From: Ron Steed [ronsteed@live.com]
> Sent: Wednesday, July 02, 2014 6:34 PM
> To: Joshua DeWaal; Lyle Page; * Mayor / City Council; Jeff Stenquist; Troy Walker; David
Dobbins; Josh Christensen; Peter Harris; Russell Fox; Keith Morey; Rachelle Conner;
nour@solidinstance.com

> Subject: Deer Run Issues and Concerns

>

> I am adding in Nour Abu-Sheikh, another one of my neighbors.

>

> Mr. Walker and Mr. Stenquist when is and what is the next step on the Deer Run debate?

>

> Cordially,

> Ron Steed

> Join OneDrive Now (It's

great!)<<https://onedrive.live.com?invref=abc2e7e88f8b58d7&invsrc=90>>

>

>

>

>

> Date: Tue, 1 Jul 2014 19:22:39 -0600

> Subject: Re: Deer Run Issues and Concerns

> From: joshuadewaal@gmail.com

> To: lylepage@gmail.com

> CC: jeff.stenquist@draper.ut.us; ronsteed@live.com; josh@air76.com;

shodanpete@hotmail.com; ___CityCouncilMembers@draper.ut.us;

david.dobbins@draper.ut.us; russell.fox@draper.ut.us; keith.morey@draper.ut.us;

rachelle.conner@draper.ut.us

>

> Before Heather and I purchased our home we asked the real estate agent if there were any plans to develop that property and she informed us after doing a bit of research that it was zoned agriculture. We felt safe in our purchase because we knew a developer couldn't come along and take our view. The view is the primary selling point and the number one reason we purchased the property. I will be sorely disappointed if that is taken away from my property.

>

> It is my understanding that Draper city council can stipulate height restrictions as part of the rezoning with the developer and I hope that they protect the property values and desires of those they represent. I greatly appreciate being a part of a community so actively involved in its health and well being.

>

>

> On Tue, Jul 1, 2014 at 6:13 PM, Lyle Page

<lylepage@gmail.com<<mailto:lylepage@gmail.com>>> wrote:

> I echo Ron's concerns, especially those related to ensuring the development won't be allowed to build to a height that will destroy the (expensive) view from townhouse windows.

>

> We trusted the view would be protected by the current zoning, and it was the basis of our decision to purchase the townhouse property.

>

> Is there any way the City Council can hold the developer to the height plans presented to the

homeowners in the meeting held April 8th, 2014, even if the promised height is lower than the standard zoning restriction?

>

> On Jul 1, 2014, at 12:42 PM, Jeff Stenquist

<jeff.stenquist@draper.ut.us<<mailto:jeff.stenquist@draper.ut.us>>> wrote:

>

>> Ron,

>>

>>

>>

>> You bring up some good points. Here's my take on your questions:

>>

>>

>>

>> 2. The plan for this property has changed a few times over the years. We need to decide if the proposal put forth by the developer is what we want today.

>>

>> 4. WaterPro actually has problems in our neighborhood with pressure that's too high. If WaterPro commits to providing water then they're obliged to do so and I'm sure they have the capacity.

>>

>> 5. Parking is certainly an issue so it will be important that this development doesn't make the current situation worse.

>>

>> 6. Since we already have townhomes and small single family homes in the neighborhood, this development doesn't really change that, so in that sense it's "harmonious". Whether it's a good plan is what the Council will need to decide.

>>

>> 7. Our ordinances specify a maximum building height for multi-family and single family homes. If approved the developer will have a right to build to those specifications unless otherwise restricted in the development agreement.

>>

>> 8. Changes are often made between Planning Commission and City Council hearings. It's common for the developer to incorporate suggestions from the PC before going to the City Council. The PC simply makes a recommendation to the Council where the final decision is made.

>>

>>

>>

>> Everyone on the City Council will look closely at this to make sure we get the best development possible for the city. We really only get once chance at these things so we want to get it right.

>>

>>

>>

>> I'll pass along your questions and we'll see what else we can learn tonight.

>>

>>

>>

>> Thanks.

>>

>>

>>

>> Jeff Stenquist

>> Draper City Council

>>

jeff.stenquist@draper.ut.us<<mailto:jeff.stenquist@draper.ut.us>><<mailto:jeff.stenquist@draper.ut.us><<mailto:jeff.stenquist@draper.ut.us>>>

>>

>> From: jeff.stenquist@outlook.com<<mailto:jeff.stenquist@outlook.com>>

[jeff.stenquist@outlook.com<<mailto:jeff.stenquist@outlook.com>>] on behalf of Jeff Stenquist

[j.stenquist@comcast.net<<mailto:j.stenquist@comcast.net>>]

>> Sent: Tuesday, July 01, 2014 9:01 AM

>> To: Jeff Stenquist

>> Subject: FW: Deer Run Issues and Concerns

>>

>>

>>

>>

>> From: ronsteed@live.com<<mailto:ronsteed@live.com>>

>> Subject: Deer Run Issues and Concerns

>> Date: Mon, 30 Jun 2014 20:56:34 -0600

>> To: josh@air76.com<<mailto:josh@air76.com>>;

j.stenquist@comcast.net<<mailto:j.stenquist@comcast.net>>

>> CC: lylepage@gmail.com<<mailto:lylepage@gmail.com>>;

shodanpete@hotmail.com<<mailto:shodanpete@hotmail.com>>;

joshuadewaal@gmail.com<<mailto:joshuadewaal@gmail.com>>

>>

>> Josh thank you for the introduction. Jeff thank you for your time to review. The mayor has not responded in any of my emails.

>>

>> Regarding the findings listed in the doc you have linked to:

>>

>> 2. The finding says the development is not consistent with the current land use plan but is with the goals of the plan. This seems like a rather odd thing to say. When I read the land use plan it does not make sense to me that this is consistent with the goals of the plan. Especially as it relates to density of units per acre and height.

>>

>> 4. The finding say there are no issues with this plan including water. The city cannot say that since we are served with WaterPro and Josh and I can tell you that WaterPro cannot maintain normal water pressure as it stands. Adding 84 units will only make it worse.

>>

>> Also with this finding it indicates roadways are OK. Since you live in the area you know we have challenges with parking and at various times throughout the day Town Center is a nightmare. A nightmare with children present.

>>

>> 6. I do not see how adding more townhouses are "harmonious". As it is the townhouses that exist really do stick out and cause part of the parking problem. You know how different the townhouses that are here look.

>>

>> 7. In regard to affecting the adjacent property well this goes back to the height issue. At the zoning commission meeting the developer would not commit to the height. Being the pragmatist that I am that means the views are gone.

>>

>> 8. The drawings shown at the zoning committee had traffic exiting/leaving Town Center. You know how Town Center is. This is a factual change from what the developer was showing at the zoning meeting and is very concerning. He is either misrepresenting something or is just making this up as he goes along.

>>

>> In short I do not see how this development can be consistent with the existing plan or the spirit of the plan. Please help!

>>

>> I have cc'd a few people that have some of the same concerns. If this were normal 2 story homes that exist in the area I would not have this concern. I think having normal homes in this area would be a much better fit and not damage the adjacent property.

>>

>> Thank you for your time.

>>

>> Cordially,

>> Ron Steed

>>

ronsteed@live.com<<mailto:ronsteed@live.com>><<mailto:ronsteed@live.com>><<mailto:ronsteed@live.com>>>

>>

>> On Jun 30, 2014, at 12:21 PM, "Josh Christensen"

<josh@air76.com<<mailto:josh@air76.com>><<mailto:josh@air76.com>><<mailto:josh@air76.com>>>

> wrote:

>>

>>

>>

>> Begin forwarded message:

>>

> > From: Jeff Stenquist
<jeff.stenquist@outlook.com<<mailto:jeff.stenquist@outlook.com>><<mailto:jeff.stenquist@outlook.com>>>>

> > Subject: RE: New developement

> > Date: June 30, 2014 at 12:17:42 PM MDT

> > To: Josh Christensen
<josh@air76.com<<mailto:josh@air76.com>><<mailto:josh@air76.com>><<mailto:josh@air76.com>>>>
>, Jeff Stenquist
<j.stenquist@comcast.net<<mailto:j.stenquist@comcast.net>><<mailto:j.stenquist@comcast.net>><<mailto:j.stenquist@comcast.net>>>>

> > Cc: Lyle Page
<lylepage@gmail.com<<mailto:lylepage@gmail.com>><<mailto:lylepage@gmail.com>><<mailto:lylepage@gmail.com>>>>, Ron Steed
<ronsteed@gmail.com<<mailto:ronsteed@gmail.com>><<mailto:ronsteed@gmail.com>><<mailto:ronsteed@gmail.com>>>>,
"j.stenquist@draper.ut.us<<mailto:jeff.stenquist@draper.ut.us>><<mailto:jeff.stenquist@draper.ut.us>>>"
<jeff.stenquist@draper.ut.us<<mailto:jeff.stenquist@draper.ut.us>><<mailto:jeff.stenquist@draper.ut.us>><<mailto:jeff.stenquist@draper.ut.us>>>>

> >

> > Thanks Josh.

> >

> > The full packet submitted to the City Council can be found here: <http://ut-drapercity.civicplus.com/ArchiveCenter/ViewFile/Item/669>

> >

> > I'd love to hear input. I've spoken with several people on this but so far nothing really negative about it. If there is something we should look at I want to know. We only get one shot at this.

> >

> > Jeff

> >

> >> From:
josh@air76.com<<mailto:josh@air76.com>><<mailto:josh@air76.com>><<mailto:josh@air76.com>>>>

> >> Subject: New developement

> >> Date: Mon, 30 Jun 2014 11:29:29 -0600

> >> CC:
lylepage@gmail.com<<mailto:lylepage@gmail.com>><<mailto:lylepage@gmail.com>><<mailto:lylepage@gmail.com>>>>;
ronsteed@gmail.com<<mailto:ronsteed@gmail.com>><<mailto:ronsteed@gmail.com>><<mailto:ronsteed@gmail.com>>>>

> >> To:
j.stenquist@comcast.net<<mailto:j.stenquist@comcast.net>><<mailto:j.stenquist@comcast.net>><<mailto:j.stenquist@comcast.net>>>>

> >>

>>> Hi Jeff,

>>>

>>> I wanted to reach out and introduce you to Ron Steed and Lyle Page who are both on the HOA board for the town homes. I have served with them on the board for many years and they have expressed some concerns over the new proposed development that I think are valid. I will let them reach out to you today or tomorrow as we know the meeting is tomorrow night on the proposal.

>>>

>>> Thanks,

>>>

>>> Josh

>>

>

[Return to Agenda](#)

ITEM #11

REQUEST FOR COUNCIL ACTION

To: Mayor & City Council

From: Dennis Workman

Date: 7-8-14 for 7-15-14 CC Hearing

Subject: Park Place Bungalows Zone Change and Development Agreement

Applicant Presentation: Jeff Mansell

Staff Presentation: Keith Morey, Community Development Director

RECOMMENDATION:

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

BACKGROUND AND FINDINGS:

The applicant is requesting that the subject property be rezoned from RA2 to R4. The project would consist of 21 parcels: 20 individual building pads of about 4,000 square feet apiece, and one large commonly-held open space parcel of about 176,000 square feet (roughly four acres). The smallest lot size allowed in R4 is 10,000 square feet, but this rezone application is linked to a development agreement that provides for 4,000 square foot lots. The lots are essentially the footprint of the home. As such, this single-family development takes on the flavor of a townhome project, in that all open space is commonly held and maintained. Though the agreement proposes to develop the property into smaller lot sizes than R4 allows, the overall density would be 3.4 units per acre, which is perfectly consistent with R4. The PC's positive recommendation was 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 1300 East and 13200 South are being widened to three lanes to accommodate a higher volume of vehicle traffic.

PREVIOUS LEGISLATIVE ACTION:

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

FISCAL IMPACT: Finance Review: _____

Approving the rezone and development agreement will entitle the property for 20 new homes. Streets are private, but the HOA may contract with the city for garbage pickup and snow plowing services.

SUPPORTING DOCUMENTS:

- Ordinance 1112
- Development Agreement with Exhibits A, B and C
- Staff Report to Planning Commission with maps
- Minutes from Planning Commission hearing of June 12, 2014

ORDINANCE NO. 1112

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF DRAPER CITY AND APPROVING A DEVELOPMENT AGREEMENT FOR APPROXIMATELY 5.9 ACRES OF PROPERTY FROM RA2 TO R4, LOCATED AT 1230 EAST 13200 SOUTH WITHIN DRAPER CITY, OTHERWISE KNOWN AS THE PARK PLACE BUNGALOWS 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 1230 East 13200 South within Draper City, Salt Lake County, State of Utah, previously zoned RA2 as shown on the Draper City zone district map, is hereby rezoned to R4:

Parcel 2832476052

BEG N 0°07'18" E 1384.15 FT ALG SEC LINE & N 89°52'42" W 651.11 FT FR SE COR SEC 32, T3S, R1E, SLM; SD PT ALSO BEG N 1357.27 FT M OR L & W 642.78 FT M OR L FR SE COR SEC 32, T3S, R1E, SLM; S 0°07'18" W 183.21 FT M OR L; N 89°52'42" W 104.15 FT; S 0°07'18" W 100.66 FT; S 60°06'48" E 363.18 FT; N 0°07'18" E 187.01 FT; S 89°52'42" E 396.18 FT M OR L; N 0°21'07" E 257.08 FT; N 50°46'00" W 18.25 FT; N 89°38'50" W 88.57 FT; N 82°48'23" W 88.17 FT; N 89°38'50" W 168.60 FT; S 00°12'05" E 8 FT; N 89°46'00" W 28.17 FT; N 00°12'05" W 8.06 FT; N 89°38'50" W 220.01 FT M OR L TO BEG. LESS ST. 4.58 AC

Parcel 2832476048

BEG N 0°07'18" E 1384.15 FT ALG SEC LINE & N 89°52'45" W 651.11 FT FR SE COR SEC 32, T3S, R1E, SLM; N 89°52'42" W 200 FT; S 0°07'18" W 223 FT; S 89°52'42" E 200 FT; N 0°07'18" E 223 FT TO BEG. LESS & EXCEPT, BEG N 1373.30 FT & W 642.69 FT FR SE COR SEC 32, T3S, R1E, SLM; S 0°21'10" W 16.03 FT; N 89°38'50" W 200 FT; N 0°21'10" E 17.34 FT; S 89°21'37" E 55.05 FT; S 89°17'42" E 25.38 FT; S 89°34'55" E 22.86 FT; S 88°48'48" E 23.55 FT; S 89°00'50" E 27.96 FT; S 89°23'29" E

45.15 FT TO BEG. LESS ST. 0.80 AC M OR L.

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

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

Section 4. Effective Date. This ordinance shall become effective immediately upon publication or posting or 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 AGREEMENT

This Development Agreement (“Agreement”) is made and entered into as of this _____ day of _____, 2014, by and between Park Place 13200, LLC, a Utah limited liability company (hereinafter collectively referred to as “Developer”), and Draper City, a municipal corporation of the State of Utah (hereinafter referred to as the “City”).

RECITALS

A. Developer is developing approximately 5.9 acres of real property as more particularly described in **Exhibit A**, attached hereto, and by this reference made a part hereof (the “Property”), on which it proposes the development of a single-family residential subdivision known as the “The Bungalows at Park Place” (the “Project”).

B. Developer desires to have the City approve the Project, notwithstanding the fact that the Project, as currently designed, may not completely satisfy all of the rules and regulations of the applicable land-use ordinances of the City. The Property is to be zoned RM1, and the Project presented to the City result in a total of 20 homes being built on the Property. Developer believes that the City has a tremendous need for the type of home that would allow for the long standing citizens who have raised their families in the community and want to remain in the City but whose current homes no longer meet their now reduced needs. This means a home that is one level above ground with all needed functionality on that main-level “One Level Living”. In addition to the interior livability of these homes the people seeking the homes generally want a smaller yard than the larger lots their current homes are on. In keeping with the needs and desires of this segment of home owners the property would need to be a fully maintained community. (Landscape maintenance, snow removal, etc.). Developer strongly believes that these new homes will provide a needed and desirable product in the general area. This small neighborhood design fills a void for those who no longer need or want the larger estate home. Nevertheless, because these homes at least in part fall conceptually somewhere between large lots and tightly packed cottage homes, Developer must obtain some flexibility from some of the current applicable standards to construct these Units.

C. To obtain the flexibility needed to construct 20 Units single-family residential dwelling units, Developer is willing to design the Project subject to certain conditions and standards to address any concerns of the City as more fully set forth below.

D. The City, acting pursuant to its authority under Utah Code Annotated, Sections 10-1-202 and 10-9a-101, *et seq.*, and its land use policies, ordinances and regulations has made certain determinations with respect to the Project and, in the exercise of its legislative discretion, has elected to approve this Development Agreement.

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

AGREEMENT

1. **Definitions.** When used in this Agreement, each term shall have the meaning set forth below or elsewhere in this Agreement unless such meaning is clearly precluded by the context in which the term is used.

1.1 “Development” means any construction, renovation or expansion of the building structure, roadway, utility, or other improvement.

1.2 “Developer” means Park Place 13200, LLC, a Utah limited liability company, and/or as applicable any Successor Developer and their respective assigns and successors-in-interest.

1.3 “Existing Land Use Regulations” means those certain land use regulations in effect as of the date of this Agreement, including any modifications thereto contained herein. Existing Land Use Regulations does not include fees that are applicable to future development approvals, which will be those in effect at the time the application for any such development approval is submitted.

1.4 “Land Use Regulations” means laws, statutes, ordinances, codes, resolutions, rules, regulations, approvals, permits of every kind and character, programs and official policies and actions of City governing the permitted uses of land, density and intensity of use and the density, improvement and construction standards and specifications applicable to development of the Project. Land use regulations include, but are not limited to, development approvals granted by the City and the terms and conditions contained in such approvals, the Draper City Subdivision Ordinance, the City’s development standards and public improvement specifications, hillside and/or land disturbance regulations, the sensitive lands overlay regulations and geologic hazards regulations.

1.5 “Project” means the Bungalows at Park Place, as defined under the terms of this Agreement.

1.6 “Project Buildout Plan” means the overall plan for development of the Project as depicted on **Exhibit B** attached to this Agreement and by this reference made a part hereof.

1.7 “Property” means the parcel of approximately 5.9 acres of real property as more particularly described in **Exhibit A** attached hereto, and by this reference made a part hereof.

1.8 “Successor Developer” means any person or entity developing one or more phases of the Project.

2. Conveyance to City. These parcels associated with this development agreement have in the recent past conveyed property to the City through a Warrantee Deed to allow for the expansion of 1300 east and 13200 south. At this point the Developer does not believe there are additional conveyances that the city may need from this property. If a situation arises during the development of the property

3. Project Buildout Plan.

3.1 Property Affected by this Agreement. The legal description of the property contained within the Project boundaries is attached and specifically described in **Exhibit A**. No additional property may be added to this description for purposes of this Agreement except by written amendment to this Agreement executed and approved by the parties hereto.

3.2 Approval of Project Buildout Plan. An overall Project Buildout Plan for the Project is depicted on **Exhibit B**, which is attached hereto and incorporated herein by this reference. The Project has been designed and approved for the use and density not to exceed a maximum of twenty (20) single-family residential dwelling units, subject to compliance with the terms and conditions of this Agreement. The City agrees and acknowledges that notice of the public meeting for the City’s review of the Project Buildout Plan was contemporaneous with the review of this Agreement and was made pursuant to section 17-1-085 of the Draper City Subdivision Ordinance such that approval of this Agreement and the attached Project Buildout Plan by the City Council shall be deemed to be final approval of the concept plan pursuant to Draper City Subdivision Ordinance section 17-2-050(a).

3.3 Compliance with Project Buildout Plan. The location and specific layout of the Project as depicted on **Exhibit B** is conceptual in nature and shown for the purpose of illustrating a potential development configuration that is consistent with the transportation and infrastructure needs of the Project in compliance with the requirements of the City. Both the City and Developer intend to preserve some flexibility to modify the layout of the Project to respond to the more detailed design and engineering information which will be provided as part of the subdivision plat approval process. Developer or a Successor Developer may submit applications for preliminary and final plat approval that reflect some limited modifications to the Project Buildout Plan, such as minor relocation of lots and streets in order to improve layout or safety standards, minimize the amount of grading, improve design efficiency for utilities, reduce cuts and fills, or achieve other similar goals and objectives as proposed by the Developer and approved by the City consistent with the other terms and conditions of this Agreement. Accordingly, the City will not reject any preliminary or final plat applications submitted by Developer which is generally consistent with the approved Project Buildout Plan. Because of (1) the ample open space park immediately adjacent to the Project and (2) the fact that the smaller footprint of the homes in the Project leave approximately 50% of the

typical building lot open in the Project, the City agrees and acknowledges that additional open space is not required or desirable for the Project, even if the Project Buildout Plan may not contain the full amount of open space that may otherwise be required for the Project if the adjacent open space and overall Project design were not taken into account.

3.4 Submission of Site Plan to Planning Commission.

Contemporaneous with the submission of this Agreement to the City for approval, Developer shall also submit (a) a site plan application to the Planning Commission of the City containing the applicable portions of Exhibit B pursuant to the procedures otherwise set forth in section 9-5-090 of the Draper City Municipal Code, and (b) a land disturbance permit application to the City Engineer containing the portions of Exhibit B requested for such permit. Developer shall implement any conditions imposed (i) by the Planning Commission in the approval of the site plan and (ii) by the City Engineer in the approval of the land disturbance permit.

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

4.1 Vested Rights. Developer shall have the vested right to have preliminary and final subdivision plats approved and to develop and construct the Project for the use, density and configuration for a maximum of not to exceed twenty (20) single-family residential dwelling units as generally depicted on the Project Buildout Plan attached hereto as **Exhibit B**. As referenced in paragraph 3.3 above, Developer may submit applications for preliminary and final plat approval that reflect some limited modifications to the Project Buildout Plan and still achieve the lot yield of twenty (20) single-family residential dwelling units, subject to compliance with the Supplemental Development Standards, the Existing Land Use Regulations and the other terms and conditions of this Agreement. Notwithstanding any provision to the contrary, Developer shall be entitled to develop twenty (20) single-family residential dwelling units pursuant to the Project Buildout Plan or future modifications thereof, and such right shall be deemed to supersede or control over any contrary interpretation of existing ordinances of the City. Nevertheless, Developer shall comply with all Supplemental Development Standards and Existing Land Use Regulations of the City to the extent such are consistent with Developer's vested rights to build twenty (20) single-family residential dwelling units pursuant to the Project Buildout Plan and this Agreement.

4.2 Reserved Legislative Powers. Developer acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City all of its police power that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify the Existing Land Use Regulations and Supplemental Development Standards which are applicable to the Project under the terms of this Agreement based upon the policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed legislative changes affecting the Land Use Regulations, Supplemental Development Standards and terms and conditions of this Agreement applicable to the Project shall be

of general application to all development activity in the City; and, unless the City declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect any proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

5. **Preliminary and Final Subdivision Plat Approval.** Developer expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve it from the obligation to comply with all of the applicable requirements for the approval of preliminary and final subdivision plats for all proposed development within the Project consistent with the Existing Land Use Regulations and Supplemental Development Standards which are applicable to the Project under the terms and conditions of this Agreement. Approval by the City of the Project Buildout Plan shall be deemed to have satisfied the requirements of the Existing Land Use Regulations for review of a concept plan by the City for purposes of the Project. Developer shall prepare and submit for review, comment and approval by the City, architectural and design standards for the Project at the time of preliminary subdivision plat approval.

6. **Development Standards.** Except as otherwise set forth in the Project Buildout Plan attached hereto as Exhibit B or in this Agreement, Developer shall adhere to the applicable provisions of the Draper City Municipal Code, including without limitation the Supplementary Development Standards of the City set forth at Chapter 9-27. Notwithstanding the foregoing, the City agrees and acknowledges that the following requirements have been modified pursuant to this Agreement and are not be applicable to the Project:

- a. any requirement regarding the amount or percentage of masonry that must be included on the Units as found in section 9-32-030(b)(3) of the Draper City Municipal Code and as depicted in any provision of such code or any exhibit thereto;
- b. any requirement regarding the minimum amount of open space required under section 9-32-030(e) of the Draper City Municipal Code.
- c. any setback or lot size requirement that conflicts with the Project Buildout Plan attached hereto as Exhibit B;
- d. any fencing requirement found in table 9-10-3 of the Draper City Municipal Code that would unduly interfere with the view, use or enjoyment of the adjacent open space by residents of the Project, it being understood that residents of the Project may desire fencing that takes advantage of the open space adjacent to their lots or community; and
- e. any other standard conflicting with the Project Buildout Plan attached hereto as Exhibit B.

7. **Successors and Assigns.**

7.1 **Binding Effect.** This Agreement shall be binding upon the successors and assigns of Developer in the ownership or development of any portion of the Project.

7.2 Assignment. Neither this Agreement nor any of its provisions, terms or conditions may be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Agreement and without the prior written consent of the City, which consent shall not be unreasonably withheld. Any such request for assignment may be made by letter addressed to the City, and the prior written consent of the City may also be evidenced by letter from the City to Developer or its successors or assigns.

8. **Default**. In the event either party fails to perform its obligations hereunder or to comply with the terms hereof, within thirty (30) days after giving written notice of default, the non-defaulting party may, at its election, have the following remedies:

- a. All rights and remedies available at law and in equity, including injunctive relief specific to performance and/or damages;
- b. The right to withhold all further approvals, licenses, permits, or other rights associated with any activity or development described in this Agreement until such default has been cured; and
- c. The rights and remedies set forth herein shall be cumulative.

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

To Developer:

Park Place 13200 LLC.
8899 South 700 East #100
Sandy, Utah 84070

To the City:

Draper City
Attention: Draper City Manager
1020 E. Pioneer Road
Draper, UT 84020

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

10. **General Terms and Conditions.**

10.1 Term of Agreement. The term of this Agreement shall be for a period of fifteen (15) years following the date of its adoption.

10.2 Agreement to Run with the Land. This Agreement shall be recorded in the office of the Salt Lake County Recorder against the Property and is intended to and shall be deemed to run with the land and shall be binding on all successors in the ownership of any portion of the Property.

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

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

10.5 Non-liability of City Officials or Employees. No officer, representative, agent, or employee of the City shall be personally liable to Developer, in the event of any default or breach by the City or for any amount which may become due, or its successors or assignees, for any obligation arising out of the terms of this Agreement.

10.6 No Third-Party Rights. The obligations of the parties set forth in this Agreement shall not create any rights in or obligations to any persons or parties other than to the City and Developer. The City and Developer alone shall be entitled to enforce or waive any provisions of this Agreement to the extent that such provisions are for their benefit.

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

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

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

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

10.11 Homeowner's Association. A Homeowner's Association shall be created to govern its internal affairs including, but not limited to, providing maintenance of any common areas and park strip areas. Developer shall prepare and submit for review, comment and approval by the City, which approval shall not be unreasonably withheld or delayed, proposed conditions, covenants and restrictions ("CC&Rs"), as may be amended from time to time, for the Homeowner's Association. The CC&Rs shall incorporate by reference the Supplementary Development Standards of the City set forth at Chapter 9-27 of the Draper City Municipal Code.

10.12 Attorneys Fees. In the event a dispute arises between the parties hereto, with respect to this Agreement, the prevailing party to any action, brought to enforce the terms of this Agreement shall be entitled to recover against the other party the costs, expenses and attorney's fees incurred in such action.

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

Park Place 13200 LLC, a Utah
Limited liability Company

By: _____
Printed Name: _____
Title: _____

Draper City

By: _____
Printed Name: _____
Title: _____

Exhibit A
Legal Description

Parcel 1:

Beginning at a PN Nail marking the point of intersection of two existing paved streets, said point being more specifically North 00°07'18" East 1384.15 feet along the Section line from the Southeast corner of Section 32, Township 3 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 89°52'42" West 651.11 feet along the centerline of an existing paved street; thence leaving said centerline South 00°07'18" West 223.00 feet; thence North 89°52'42" West 104.15 feet; thence South 00°07'18" West 100.66 feet; thence South 60°06'48" East 363.18 feet; thence North 00°07'18" East 187.01 feet; thence South 89°52'42" East 440.00 feet along an existing fence line to a point on the aforementioned Section line; thence North 00°07'18" East 316.95 feet to the point of beginning.

Less and excepting therefrom:

Beginning at a point which lies North 1357.26 feet and West 642.78 feet from the Southeast corner of Section 32, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 0°21'10" East 15.97 feet; thence South 89°48'57" East 31.61 feet; thence North 89°23'15" East 24.71 feet; thence South 89°21'20" East 23.93 feet; thence South 88°22'56" East 23.56 feet; thence South 84°05'11" East 27.08 feet; thence South 85°37'48" East 22.86 feet; thence South 85°57'11" East 25.30 feet; thence South 85°41'31" East 25.55 feet; thence North 89°52'55" East 24.77 feet; thence North 89°19'50" East 23.03 feet; thence South 88°44'42" East 28.00 feet; thence South 89°27'17" East 26.70 feet; thence South 89°00'38" East 25.83 feet; thence South 89°24'28" East 24.39 feet; thence South 89°57'17" East 26.66 feet; thence North 89°55'05" East 26.58 feet; thence South 88°52'40" East 26.25 feet; thence South 89°41'39" East 26.79 feet; thence South 89°56'27" East 23.27 feet; thence South 89°24'44" East 25.06 feet; thence South 88°34'51" East 27.99 feet; thence South 89°53'33" East 29.30 feet; thence South 88°54'46" East 27.04 feet; thence South 88°20'13" East 5.65 feet; thence South 85°24'22" East 2.73 feet; thence South 81°38'04" East 2.72 feet; thence South 78°02'52" East 1.38 feet; thence South 73°17'12" East 3.61 feet; thence South 68°17'43" East 1.83 feet; thence South 64°09'55" East 2.76 feet; thence South 59°05'21" East 2.46 feet; thence South 0°21'10" West 288.15 feet; thence North 89°38'50" West 4.00 feet; thence North 0°21'10" East 260.43 feet; thence North 50°46'00" West 24.08 feet; thence North 89°38'50" West 90.63 feet; thence North 82°48'22" West 88.17 feet; thence North 89°38'50" West 417.21 feet to the point of beginning.

Parcel 2:

Beginning at a point which is on the center of an existing paved street, said point being more specifically North 00°07'18" East 1384.15 feet along the Section line and North 89°52'42" West 851.11 feet from the Southeast corner of Section 32, Township 3 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 89°52'42" West 126.16 feet along said street centerline; thence leaving said centerline South 00°07'18" West 223.00 feet; thence South 89°42'42" East 126.16 feet; thence North 00°07'18" East, 223.00 feet to the point of beginning.

Less and excepting therefrom:

Beginning at a point which lies North 1358.50 feet and West 842.78 feet from the Southeast corner of Section 32, Township 3 South, Range 1 East, Salt Lake Base and Meridian, said point also described as being on the South line of existing 13200 South Street as it now exists at a point which lies North 1355.060 feet and West 848.226 feet from the Southeast corner of Section 32, Township 3 South, Range 1 East, Salt Lake Base and Meridian; thence South 0°21'10" West 17.34 feet; thence North 89°38'50" West 116.72 feet; thence on a 10.00 foot radius curve to the left 12.33 feet, having a central angle of 70°39'40" and whose long chord bears South 55°01'19" West 11.57 feet; to the east line of Bear Hollow Estates Subdivision; thence North 0°21'10" East 20.11 feet to the South line of 13200 South Street as it now exists; thence Easterly on the Southerly line of 13200 South Street the following courses to the point of beginning; thence South 87°37'42" East 3.65 feet; thence South 88°31'07" East 27.00 feet; thence North 86°47'23" East 10.59 feet; thence North 81°29'24" East 2.41 feet; thence due East 0.78 feet; thence due North 0.12 feet; thence North 81°29'24" East 10.17 feet; thence North 86°26'06" East 25.14 feet; thence South 89°34'09" East 26.34 feet; thence North 89°51'35" East 20.29 feet to the point of beginning.

Less and excepting any portion lying within the bounds of 13200 South Street.

DRAFT

Exhibit B
Project Buildout Plan

(Concept Attached Hereto)



DRAFT

Exhibit C
Architectural Renderings





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: Park Place Bungalows Zone Change
Application No.: 140513-1230E
Applicant: Jeff Mansell
Project Location: 1230 E. 13200 S.
Zoning: RA2
Acreage: 5.88 acres
Request: To rezone the property from RA2 to R4 with a Development Agreement

BACKGROUND

The applicant is requesting that the subject property be rezoned from RA2 to R4. The proposed project would consist of 21 parcels: 20 individual building pads of about 4,000 square feet apiece, and one large commonly-held open space parcel of about 176,000 square feet (roughly four acres). Since the smallest lot size allowed in R4 is 10,000 square feet, this rezone application is linked to a development agreement. The agreement proposes to develop the property into 20 detached townhomes with smaller lot sizes than R4 allows, but the overall density would be 3.4 units per acre, which is perfectly consistent with R4. The Planning Commission's role is to consider the plusses and minuses of R4 zoning being applied to this part of the city, 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 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 R4 zoning, which allows up to four 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 has considered this proposal carefully and from various perspectives, and in the end decided to forward a positive recommendation to the Planning Commission. Factors that led to this decision were:

- Though the low density general plan designation does not support R4 for this area, it does not contemplate large lots exclusively.
- A mix of lot sizes can be healthy for a community.
- Spot zoning is legal by state code.
- 1300 East and 13200 South, both of which border the project, are being widened to accommodate increased traffic demand.
- A three-lane road lends itself to medium density.
- Horse ownership in R4 is not allowed, but horse ownership is already prohibited by some RA2 subdivisions in this part of Draper through CCRs.
- The type of product being contemplated will meet the needs of long-standing Draper residents who need to downsize, but wish to remain in the city in a single family home environment that is maintenance-free.
- As per the associated development agreement, the project will have no direct access to or from 1300 East.

Engineering Review. In a memo dated May 22, 2014, Brien Maxfield with the engineering division states:

We have reviewed the application for the subject Zoning Map Amendment and approval standards outlined in Section 9-5-060 Zoning Map and Text Amendments of the Draper City Municipal Code. As you are aware, a decision to amend the text of this Title or the zoning map is a matter committed to the legislative discretion of the City Council and is not controlled by any one standard. However, in making an amendment, the City Council should consider the following factors. Accordingly, the following comments are recommended for your consideration:

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



The City's Land Use Element of the General Plan does not appear to contemplate Residential Medium-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 Residential Low/Medium Density land use represented in the City's General Plan.

2. *Whether the proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property;*

The subject property is bounded by 1300 East to the east; 13200 South to the north; and residential properties to the south 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 Jeff Mansell, application 140513-1230E, 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 1300 East and 13200 South are being widened to three lanes to accommodate a higher volume of vehicle traffic.

MODEL MOTION

Sample Motion for a Positive Recommendation. "I move we forward a positive recommendation to the City Council on the Park Place Bungalows Zone Change and Development Agreement, as requested by Jeff Mansell, application 140513-1230E, 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 and conditions.

Sample Motion for a Negative Recommendation. "I move we forward a negative recommendation to the City Council on the Park Place Bungalows Zone Change and Development Agreement, as requested by Jeff Mansell, application 140513-1230E, based on the following findings:"

1. List all 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.



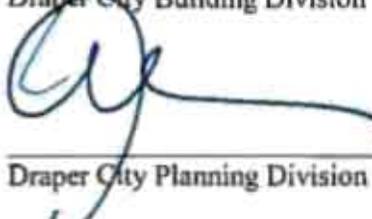
Draper City Engineering Division



Draper City Building Division



Draper City Public Works Department



Draper City Planning Division



Unified Fire Authority

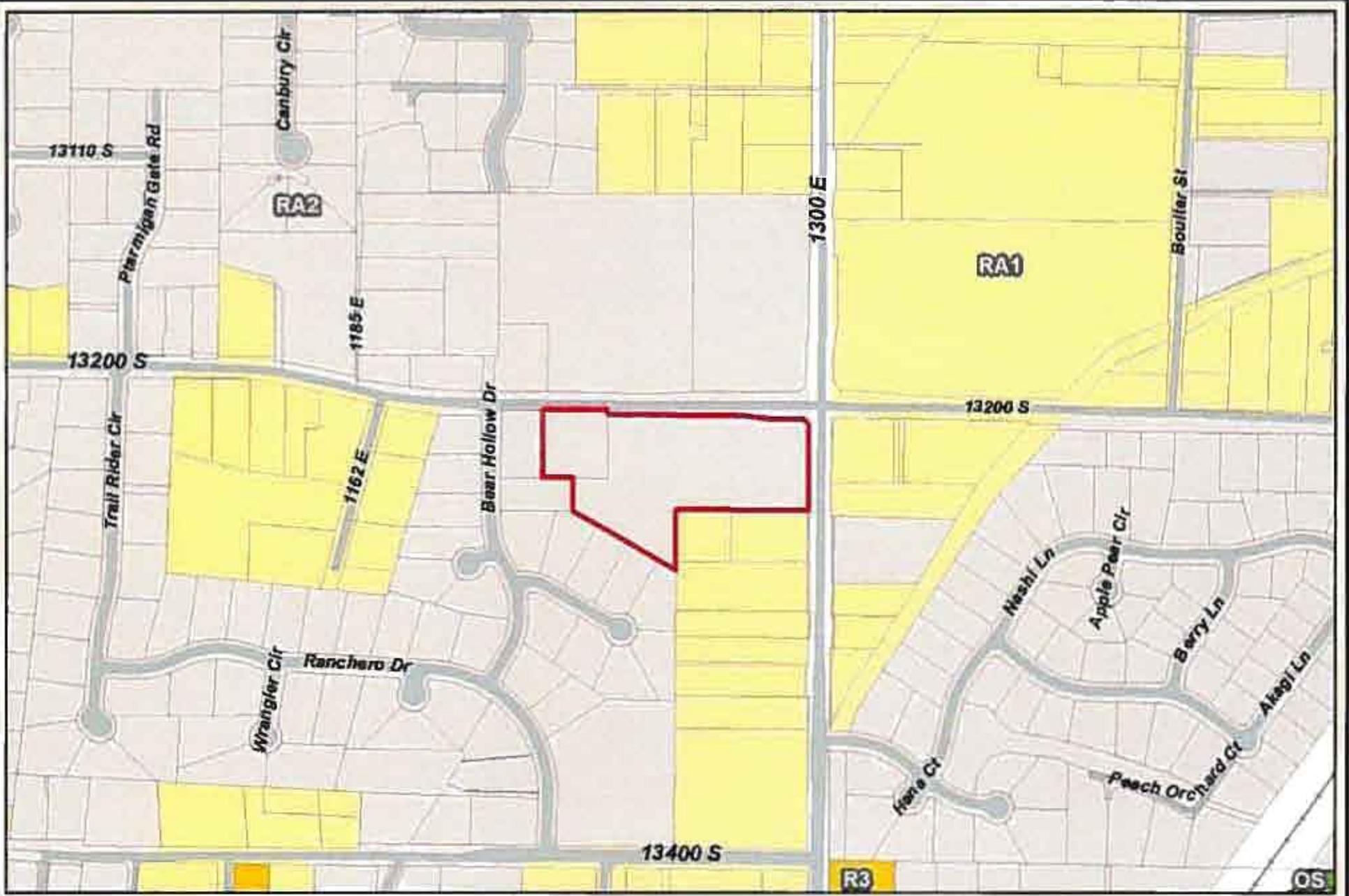


Draper City Legal Counsel



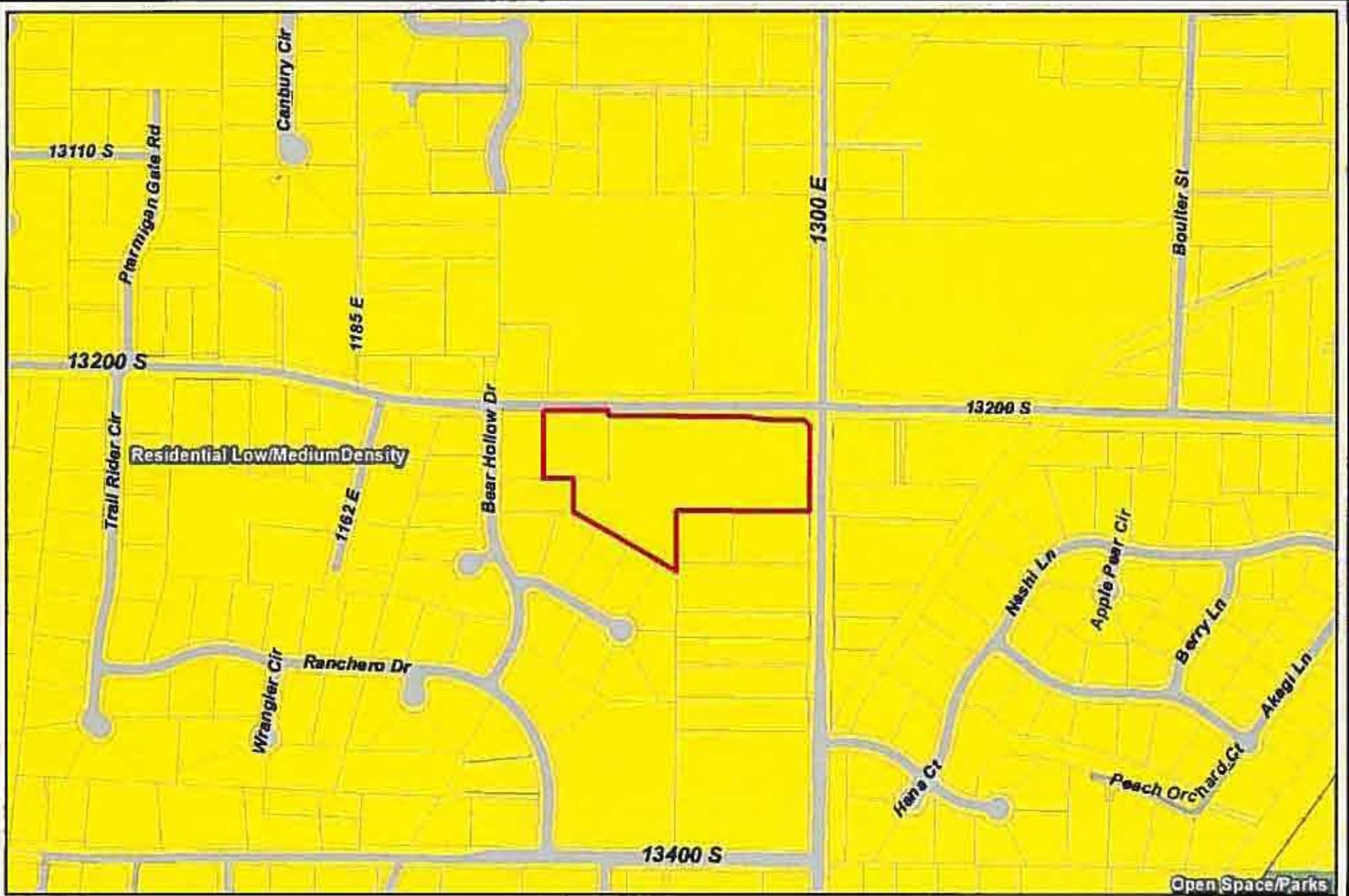
Aerial Map for Park Place Bungalows Zone Change





Zoning Map for Park Place Bungalows Zone Change





Land Use Map for Park Place Bungalows Zone Change



[Return to Agenda](#)

ITEM #12



MEMORANDUM

To: Mayor and City Council
From: Dan Boles, AICP, Senior Planner
Date: July 15, 2014
Re: Update on Electronic Signage

Subject: Electronic Message Centers

On April 29, 2014, the City Council considered a first draft of an ordinance regarding allowance of electronic signage in the city. The following is a brief review of that ordinance:

- Electronic message centers (EMC) are allowed only in the areas described in the text and shown on exhibit C.
- EMC's are allowed to be the full 24ft² signage area in the higher traffic areas while other areas may only utilize 50% of their allowed signage area as an EMC.
- They must be full color messages or images and prohibits the use of single color text and images.
- They are required to display static images for a period of eight seconds before transitioning.
- Flashing , animation or movement is prohibited.
- Signs shall be able to be automatically dimmed and shall not exceed 80% full brightness of the sign by day and 15% of full brightness by night.

At that meeting, the need for additional input from the citizens of the city was expressed. As such, a brief article outlining the proposal as well as noticing the July 15th meeting was published in the Draper Journal and Draper Forward. Staff did receive some comments from citizens which have been attached to this memo.

From discussions that came out of that meeting, several concerns were brought up by the Council. First, how light or brightness of the signs is measured was brought up. Staff has done considerable research on the subject and has found that there are three ways to measure the brightness of a sign. The first way is using a lumens or footcandles meter. This method is not always accurate and requires different formulas to convert footcandles into an enforceable measurement. This is not generally an accepted method by the industry though we found at least one ordinance that used this method. The second method is to measure the light in nits. This is a far more accurate method than using footcandles and generally more widely accepted as well. Nit meters tend to be more expensive and harder to locate. The third method is to use the software that runs the sign. This software is easily accessible to the sign owner or installer and can be easily checked by a code enforcement officer. Staff is recommending that the same language that is already in place in the sign ordinance remain regarding the measurement of light. No change was made to this particular section of the proposed code.



Planning Division
Community Development Department
1020 East Pioneer Road
Draper, Utah 84020
www.draper.ut.us

The second concern that was raised was how images would transition. Staff has maintained that there needs to be no strobing or other visual effects that would be distracting. Language has been added that would restrict how often a sign can transition. We suggest limiting that time to a minimum of eight seconds.

Finally, some concern was raised about allowing the entire sign face to be electronic. We are suggesting that in certain areas of town, a full electronic sign may be more appropriate than others and in other areas, they are not appropriate at all. That is reflected in the maps that are part of the proposed ordinance. No changes have been proposed to that section.

The ordinance has been attached to this memo for your review. Please let me know if I can be of further assistance to you.

ORDINANCE NO. 1098

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

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

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

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

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

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

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

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

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

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

ATTEST:

DRAPER CITY:

City Recorder

By: _____
Mayor

EXHIBIT A

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

9-26-090(D)

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

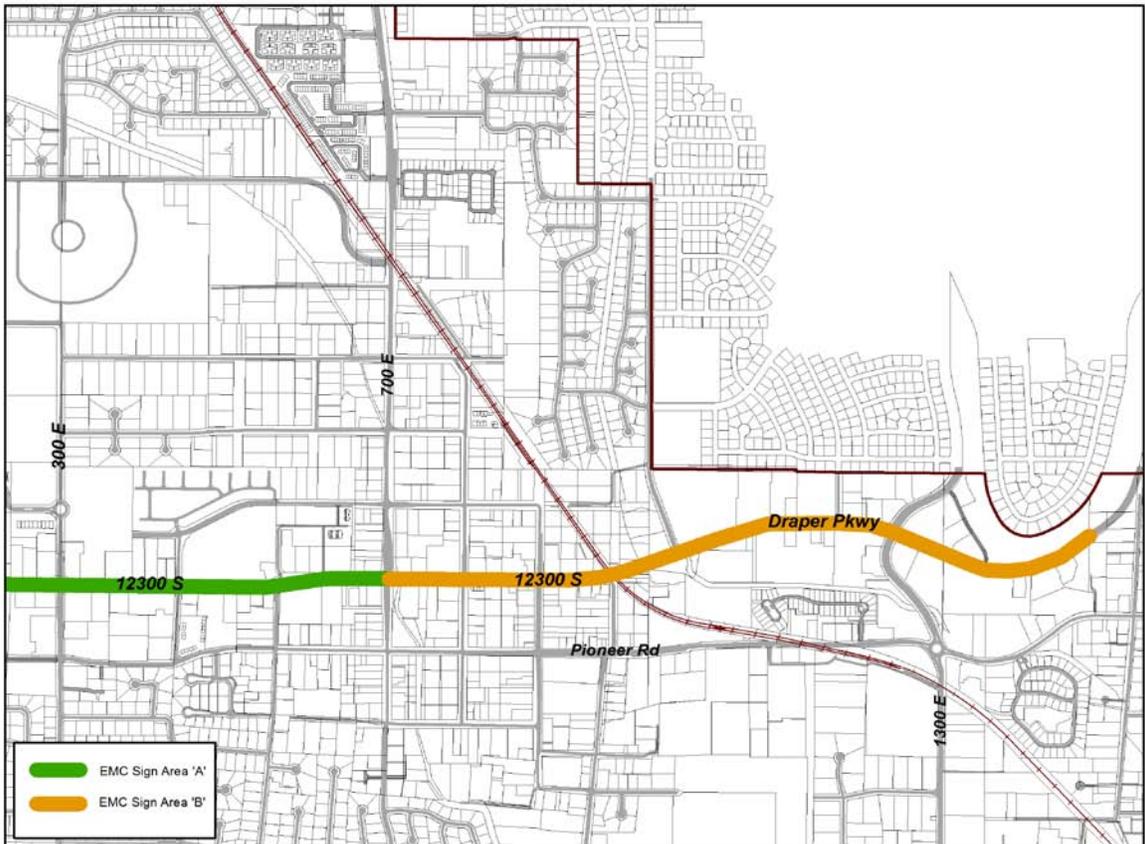
1. A business which qualifies for a monument or tower sign as described in this chapter may qualify for an electronic message center as part of the sign subject to the following:
 - i. The parcel on which the business sits shall abut or have direct access to those designated sections of 11400 S. State St., 12300 S. Pony Express Rd., Minuteman Dr., Bangerter Hwy, Bangerter Pkwy, or 13800 S. as depicted in Exhibit C to this chapter.
 - a. Areas labeled “EMC Sign Area ‘A’” on Exhibit C to this chapter may use the entire allowable sign face area for an electronic message center.
 - b. Areas labeled “EMC Sign Area ‘B’” on exhibit C to this chapter may use up to 50% of their allowed sign face area for an electronic message center.
 - ii. All electronic message centers are subject to the following standards:
 - a. Such signs shall display full color messages or images only and the use of single colored text and images is prohibited.
 - b. Such signs shall transition images without the use of flashing, strobe, coruscation or similar distracting movement and shall display static images for a period of eight seconds before transitioning to another static image.
 - c. Such signs shall come equipped with automatic dimming or photocell technology which automatically adjusts the sign’s brightness with natural ambient light conditions which shall not exceed 80% of full brightness during the day and shall not exceed 15% of full brightness after dusk. These settings shall be subject to review at anytime by Draper City.
 - iii. Electronic Message Centers shall be prohibited within the Town Center (TC) zone.
 - iv. Businesses utilizing electronic message centers as described in this section shall not be allowed the use of temporary signage as described in section 9-26-080.
 - v. An electronic message sign may not have a pixel pitch less than 6 mm.
 - vi. Electronic message center monument signs must have a minimum 10 foot setback from any right-of-way regardless of which zone they are in.

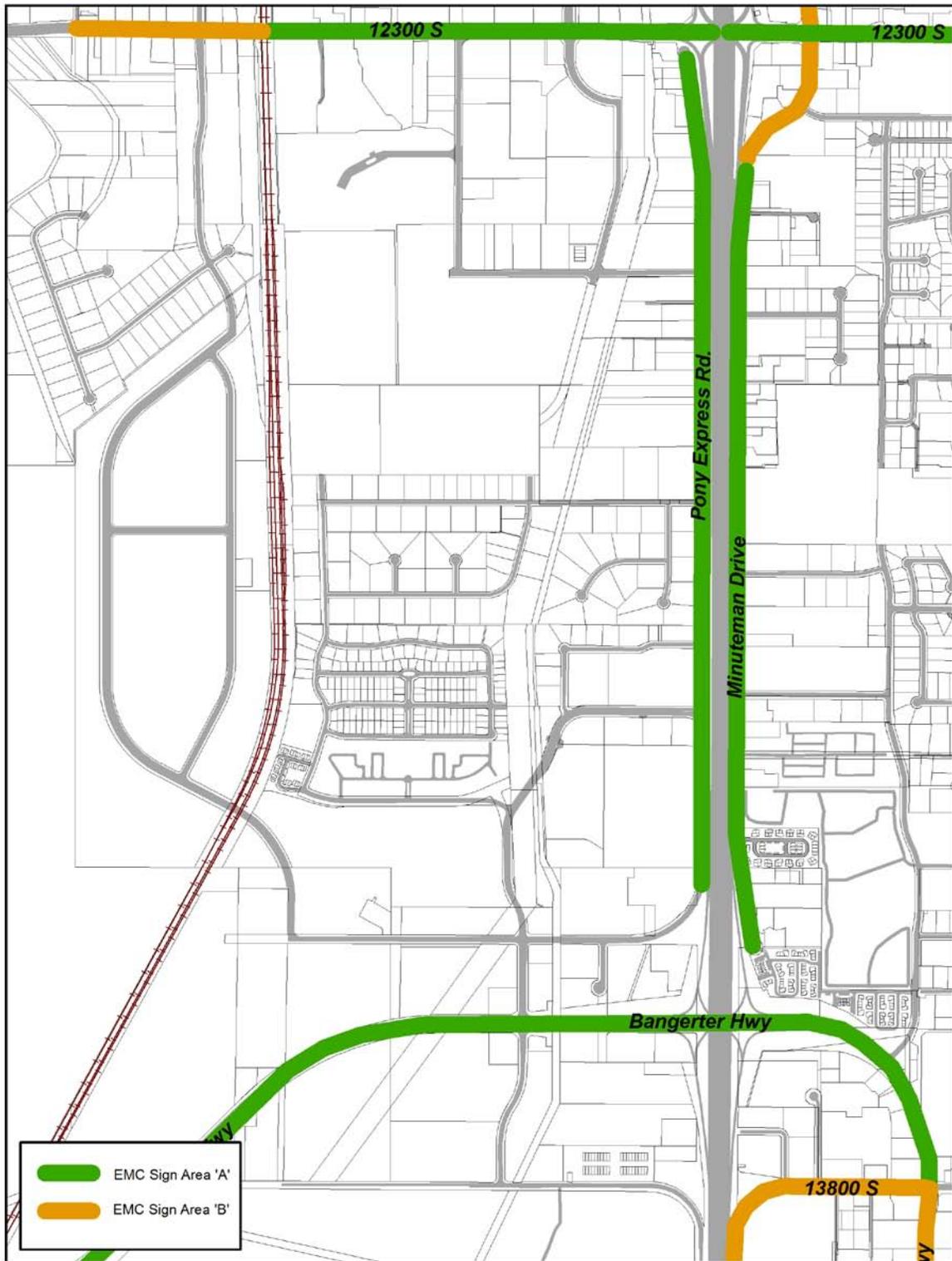
SECTION 9-26-080 TEMPORARY SIGNAGE. Temporary signage outlined in this Section are allowed subject to the filing of an application for and issuance of a Temporary Signage Permit, unless expressly exempted in this Section.

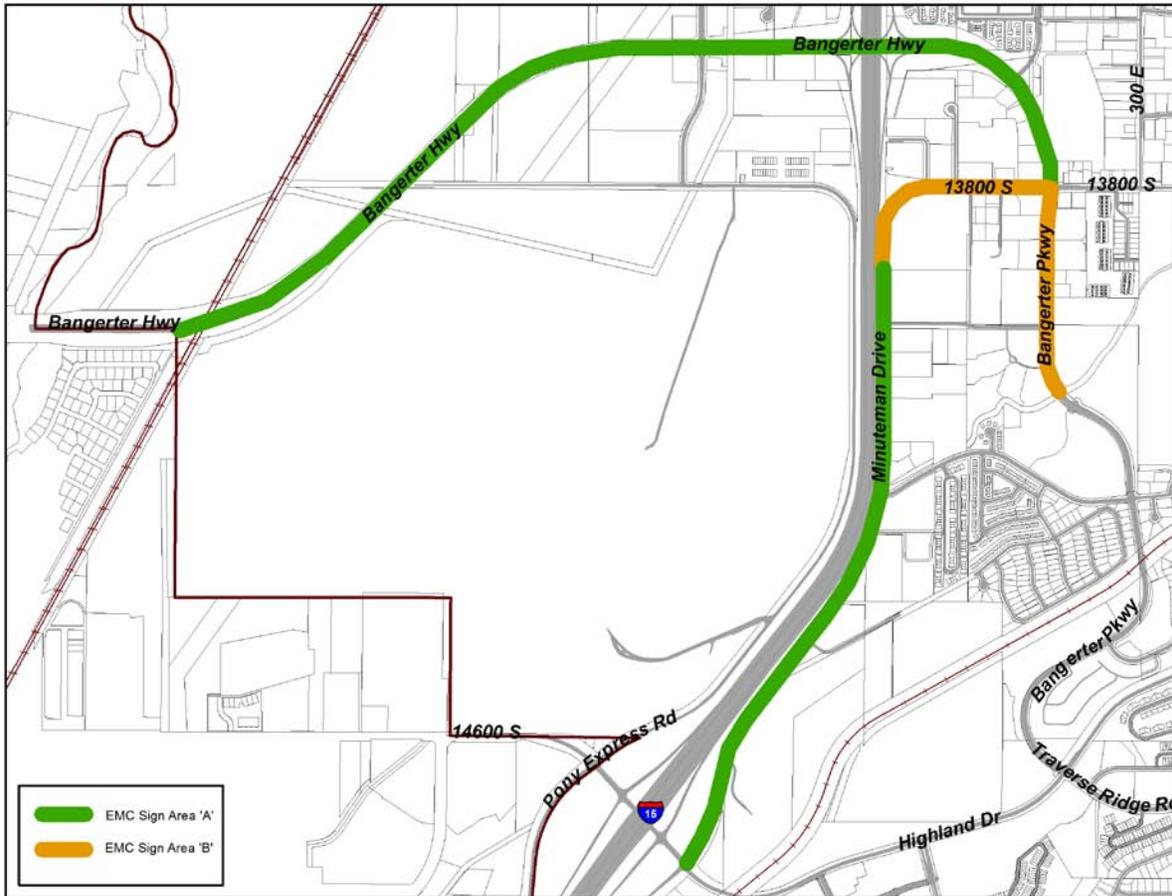
A. General Requirements. The following shall apply to all temporary signage as outlined herein:

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

Exhibit 'C'







From: lazy.ee@juno.com
To: [Dan Boles](#)
Subject: Electronic Signage
Date: Friday, June 27, 2014 4:22:44 PM

Dear Mr. Boles,

As I longtime resident of Draper (23 years) I totally oppose electronic signage in our city. I feel that we are currently running the risk of being very over developed and adding electronic signage to the situation will further deteriorate the atmosphere and reputation of Draper City. I think if these signs were to be allowed it would be almost impossible to enforce the brightness, flashing, strobe effect, etc. This type of sign would greatly cheapen the atmosphere of our city.

Thank you for your attention to my opinion.

Respectfully,

Ellen Thorp
13712 S. Fort Street
Draper, UT 84020

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From: [Brian Jolley](#)
To: [Dan Boles](#)
Subject: Electronic Signage
Date: Friday, June 27, 2014 6:50:50 PM

Hi Dan,

I am a Draper resident who opposes bright electronic signs. I believe the high contrast of the light poses a danger to drivers and pedestrians alike. Further, it is an inconsiderate neighbor who shines light into adjacent homes.

In addition to restrictions on the allowed lumens I believe we should have restriction on the hours that they are illuminated as well. There is no sense in having a sign on at two in the morning.

Thank you,
Brian Jolley
Draper, Ut

From: [Jenny Connolly](#)
To: [Dan Boles](#)
Subject: Electronic Signage
Date: Friday, July 4, 2014 2:58:26 PM

Hello,

We are writing in regards to the proposal to allow electronic signage in the city of Draper. As residents, we are against it. We moved to Utah in 2006 to afford us the opportunity to enjoy the outdoors and natural setting/environment. We continue to choose to live in Utah, Draper specifically, because of this. Many residents feel likewise. To allow electronic signs would not only debase the natural milieu of this beautiful environment we are blessed to experience, but also provide dangerous distractions to passerby's; namely vehicles. We personally experience this on Interstate 15 southbound on route to Draper. The billboards (one or more are electronic) have caught our attention and pulled our eyes from the road. Not safe. This is not desirable for our community streets, either. Especially a community that prides itself in being family oriented and safe; a community that has many children. Not a good combination.

In summary, we are against electronic signage in our city for the reasons it detracts from the beauty and natural state, has potential for danger, and detracts from our reputation. There are things more important than money and increased revenue, and our community environment is one of them.

Thank you,
Mike and Jenny Connolly

From: [B and K Waddell](#)
To: [Dan Boles](#)
Subject: FW: Karl Malone Toyota sign
Date: Monday, June 30, 2014 2:33:36 PM

Mr. Boles –

The following is the email we sent to city council members 2 years ago. Obviously electronic signage continues to be an issue. We have 2 additional comments:

- In the middle of the night, if we do not close our blinds, the light is reflect off of our living room wall and reminds me of being in a hotel room downtown with a neon light flashing outside the window
- We have wound up planting a half dozen trees in the north-east corner of our lot in the hopes we can block out the light in a couple of years

Do you want us to present this in person on the 15th or is this email adequate?

Bruce and Kathy Waddell

From: B and K Waddell [mailto:bruce-kathy@att.net]
Sent: Wednesday, June 13, 2012 1:25 PM
To: 'bill.colbert@draper.ut.us'
Subject: Karl Malone Toyota sign

Dear Mr. Colbert,

We were most surprised to see a very large electronic sign facing residential neighborhoods. We looked at the city council minutes for 10/4/11 and found that you and all of your fellow council members voted to approve this addition due, from what we can tell, primarily for more visibility for the Karl Malone dealership. What we did not find in the minutes was anything addressing the light pollution occurring when a 100' triangular electronic sign faces residential areas. We live off of 700 West and the sign is exceeding visible from our home.

Obviously, nothing can be changed at this point but we would appreciate your being sensitive to surrounding residents when approving this kind of variance. We are affected although we live more than ½ mile away.

Bruce and Kathy Waddell
744 W 11560 S
Draper, UT 84020
801-523-2274

From: [jean-luc Magre](#)
To: [Dan Boles](#)
Subject: Electronic signage
Date: Tuesday, July 8, 2014 8:10:58 PM

Dear Dan

I will not be able to attend the Electronic signage meeting on Tuesday July 15th but I would like to make my

Opinion known on the matter.

I personally believe that the city should not change the current city code. As you have expressed serious studies have concluded that signs are a distraction to drivers and pedestrian, contribute to light pollution, causes recyclability issues and create higher electricity consumptions. The latter is not going in the right direction as the America is becoming more aware and concerns about sustainability. **A study on Electronic signage conducted for the city of Philadelphia covers well the issue and has recommendation that the city council should consider if they choose to modify the city code.**

It can be found at

http://www.scenic.org/storage/documents/Digital_Signage_Final_Dec_14_2010.pdf

It provides examples of decision taken in other localities to regulate Electronic signage and limit its nuisances and particularly the **illuminance** which measures the amount of light which falls onto an object; and **luminance** which measures the amount of light an object gives off.

Among the extracts

Pittsburgh's zoning code states that no electronic sign may exceed .3 foot candles illumination above ambient light level to prevent distraction and interference with traffic signals

Tulsa, The "Digital Billboard Recommendations and Comparisons to Conventional Billboards" recommended billboard brightness of 342 nits for an average sized (10'6" x 36') billboard under average ambient lighting conditions. The Planning Commission of Tulsa, Oklahoma recommended a limit of 300 nits for all signage

Australia, states of Queensland, Victoria and New South Wales, South Africa and The Netherlands best practices

illustrate the rigor with which the situation of electronic advertising must be assessed before it can be deemed safe for motorists and other road users. Among the considerations these governments require in assessment of the placement of outdoor advertising are: traffic speed on the adjacent roadway, sign content, legend height, vicinity of official traffic control devices, type of street or interchange, sign brightness, hold time, sign content, the potential that an advertisement will be mistaken for a traffic control device, the amount of information communicated, the concision and legibility of the advertising message, and an advertising structure's obstruction of key sightlines.

Philadelphia moved to regulate any sign with action or motion, animation, rotation, scrolling, flashing or color changes, or upon which illumination is not maintained at a constant stationary intensity and/or color, any and all digital signage.

Billboards are not to be located within 500 feet of an entrance or exit ramp to any major highway, or within 200 feet of any intersection of the street or highway on which it is intended to advertise to.

For off-premise signage, the proposed code prohibits flashing signs, signs with intermittent illumination, or signs with mechanically or electronically changing messages within 500 ft. of any residential district. It also prohibits them from facing any residential district within 1,000 ft. For on-premise digital signage, these distances are lowered to 150 ft. and 300 ft., respectively"

They also wanted to limit light trespass and light pollution. As such, the illumination projected from any use shall at no time exceed 0.1 footcandle onto a residential use, and 1.0 footcandle onto a non-residential use. This should apply to light emitted from any form of signage, on-premise or off-premise. We also propose specific luminance limits of 100 nits for nighttime conditions, applicable to all digital signage.

Other consideration, not mentioned, is the possibility to restrict the hours of use of the signage, such as Paris which prohibits the use of the signs after 2:00 AM until 6:00 AM

Jean-luc

From: [Tara Walker](#)
To: [Dan Boles](#)
Subject: Electronic Signage in Draper
Date: Wednesday, July 9, 2014 1:28:54 PM

Dear Mr. Boles,

I saw the recent article on Electronic Signage in Draper City in the city newsletter and thought I would express my opinion.

I would prefer to have no electronic signage. Signage in general should be kept to a minimum. Areas with excessive signage seem cluttered and sometimes blighted. I am unsure of how flexible these laws could be but I would keep electronic signage, if any is allowed, restricted to 12300 S. The areas around 13800 and 11400 have yet to be inundated by commercial signage and it would be nice to limit it as much as possible.

Thank you for your consideration.

Sincerely,

Tara Walker

[Return to Agenda](#)

ITEM #13

REQUEST FOR COUNCIL ACTION

To: Mayor & City Council

From: Dennis Workman

Date: 7-8-14 for 7-15-14 CC Hearing

Subject: Cranberry Hills 18 Zone Change

Applicant Presentation: Bryon Prince with Ivory Homes

Staff Presentation: Keith Morey, Community Development Director

RECOMMENDATION:

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

BACKGROUND AND FINDINGS:

This is a request for a rezone from RA1 to R5 on approximately four acres located on the north side of Kimballs Lane, north of Juan Diego High School. The subject property abuts the Cranberry Hills subdivision on its south boundary; the applicant considers the anticipated subdivision to be an extension of the Cranberry Hills subdivision, and will be calling it *Cranberry Hills No. 18 P.U.D.* On April 29, 2014, the City Council rezoned the subject property from RA1 to R3 and simultaneously approved a development agreement that would allow minimum lot size to be 9,000 square feet. That rezone and its associated development agreement will be scrapped if this request to R5 is approved. Since R5 takes minimum lot size down to 8,000 square feet, it is the right fit for the anticipated project and no development agreement is needed. Should this request to rezone to R5 fail, the developer will fall back on the previous approval, under which the terms of the development agreement would be applied. The PC recommended approval of the rezone to R5 based on the following findings:

1. That there are adequate facilities and services intended to serve the subject property, including but not limited to roadways, parks and recreation facilities, police and fire protection, schools, storm water drainage systems, water supplies, and waste water and refuse collection.
2. That the proposed amendment is consistent with the goals, objectives and policies of the General Plan.
3. That R5 zoning is harmonious with the overall character of existing development in the vicinity of the subject property.
4. That an 8,000 square foot lot is consistent with lot sizes in the Cranberry Hills subdivision; in fact, there are three lots that abut the subject property on the north that are actually less than 8,000 square feet.
5. That given the PUD nature of the Cranberry Hills subdivision, R5 zoning is consistent with existing adjacent development.
6. That the R5 zoning category was adopted to facilitate infill development on properties such as the one under consideration for this zone change.

PREVIOUS LEGISLATIVE ACTION:

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

FISCAL IMPACT: Finance Review: _____

- Allowing 8,000 square foot lots will provide for one or two lots more than standard R3 zoning would yield. The street will be public so homes will require typical city services.

SUPPORTING DOCUMENTS:

- Ordinance 1110
- Staff Report to Planning Commission with maps
- Minutes from Planning Commission hearing of June 12, 2014

ORDINANCE NO. 1110

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF DRAPER CITY FOR APPROXIMATELY 3.92 ACRES OF PROPERTY FROM RA1 TO R5, LOCATED AT APPROXIMATELY 491 EAST KIMBALLS LANE WITHIN DRAPER CITY, OTHERWISE KNOWN AS THE CRANBERRY HILLS 18 ZONE CHANGE.

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

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

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

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

Section 1. Zoning Map Amendment. The following described real property located at approximately 491 E. Kimballs Lane within Draper City, Salt Lake County, State of Utah, previously zoned RA1 as shown on the Draper City zone district map, is hereby rezoned to R5:

Parcel 28-19-451-040

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

Parcel 28-19-453-015

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

Parcel 28-19-451-011

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

Parcel 28-19-451-007

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

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

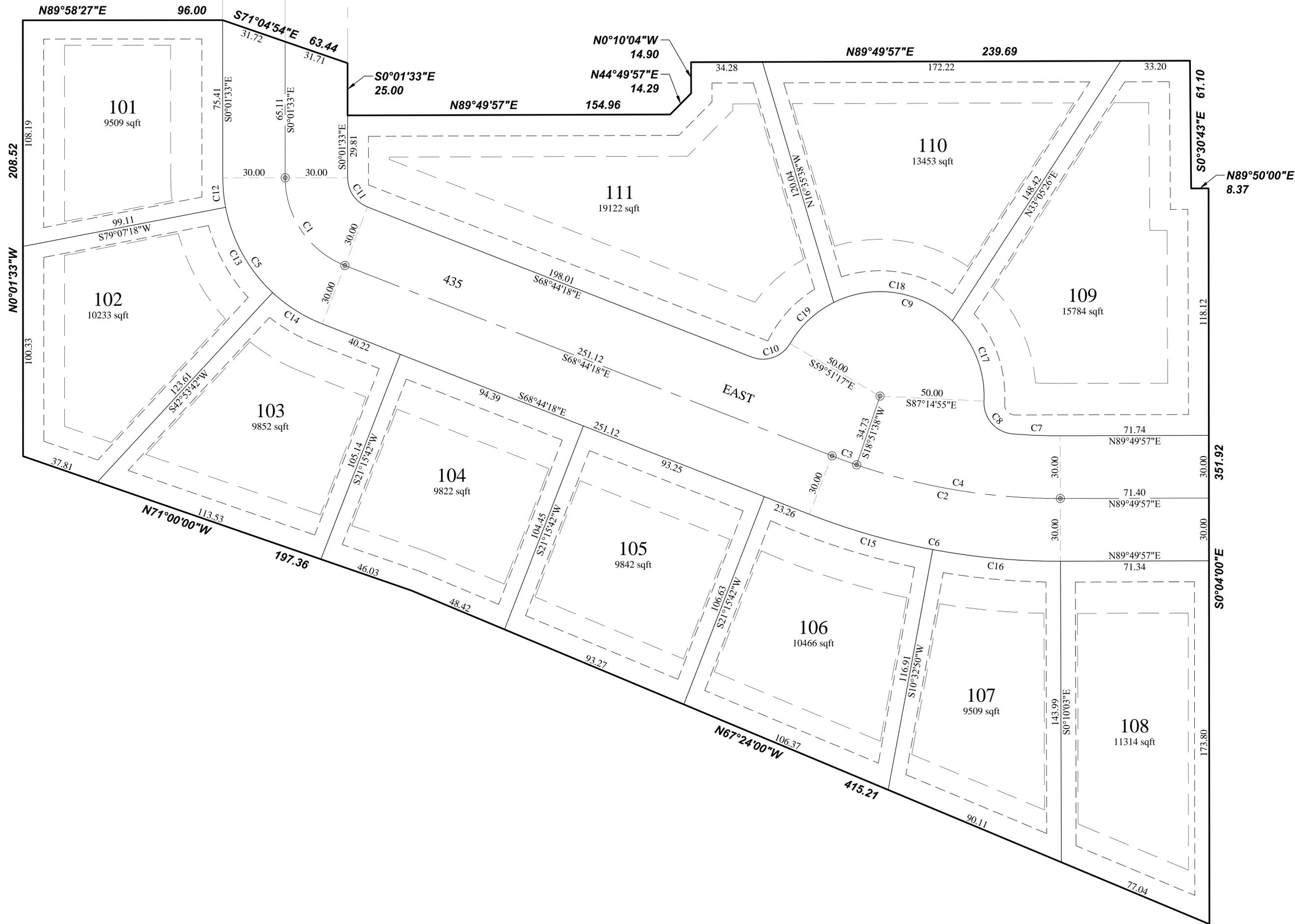
Section 3. Effective Date. This ordinance shall become effective immediately upon publication or

posting or 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 30, 2014

To: Planning Commission
Business Date: June 12, 2014

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

Re: Cranberry Hills 18 Zone Change
Application No.: 140521-491E
Applicant: Bryon Prince with Ivory Homes
Location: 491 E. Kimballs Lane
Zoning: RA1
Parcel Size: 3.92 acres
Request: Zone change from RA1 to R5

BACKGROUND

This is a request for a rezone from RA1 to R5 on approximately four acres located on the north side of Kimballs Lane, north of Juan Diego High School. The subject property abuts the Cranberry Hills subdivision on its south boundary; the applicant considers the anticipated subdivision to be an extension of the Cranberry Hills subdivision, and will be calling it *Cranberry Hills No. 18 P.U.D.* On April 29, 2014, the City Council rezoned the subject property from RA1 to R3 and simultaneously approved a development agreement that would allow minimum lot size to be 9,000 square feet. (The R3 minimum is 13,000 square feet.) As consideration for the increased density, the applicant would pay for specified park improvements earmarked for the Honeybee and Cranberry Parks. (The R5 zone was not an option at the time the R3 with development agreement was being considered.) Since R5 takes minimum lot size down to 8,000 square feet, it is the right fit for the anticipated project and no development agreement is needed. Should this request to rezone to R5 fail, the developer will fall back on the previous approval, under which the terms of the development agreement would be applied.

General Plan and Zoning. The land use plan designates this property Medium Density Residential, which has a density range of 2-4 dwelling units per acre. As such, the land use plan does not support a rezone to R5, which carries a density of up to five units per acre. R5 zoning sets minimum lot size at 8,000 square feet, and the applicant desires to subdivide into lot sizes as small as 9,000 square feet. The Medium Density category's target density is not met, but the description of the category includes the statement: "This category also includes small-lot single-family neighborhoods or subdivisions." As shown on the attached map showing surrounding parcel acreage, three of the lots that abut the property's north side are actually less than 8,000 square feet. As such, R5 zoning is consistent with existing development.

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



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

City Engineer. In a memo dated May 29, 2014, Brien Maxfield states:

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

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

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

- a. Connectivity with this parcel is not an issue. Although through residential streets, it has adequate access to 300 East.
- b. There are public storm drainage facilities along High Berry Lane, north of the subject parcel block. An engineering evaluation of the fronting storm drain system will be required to determine the potential to connect the site to this system to convey detained storm water flows. Additional information will be required at the subdivision application to determine the actual drainage requirements.
- c. Sanitary sewer facilities will be provided by South Valley Sewer District. Any site plan application will require a commitment to serve from the Sewer District that facilities are adequate to provide service for the proposed uses.
- d. Culinary water service is provided by Draper City. For single family residential uses there are adequate water pressure and supply from High Berry Lane. Fire flow adequacy for high density or other uses shall be determined by the applicant at the subdivision approval process.



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

STAFF RECOMMENDATION

Staff recommends that the Planning Commission send a positive recommendation to the City Council regarding the Cranberry Hills 18 Zone Change, application 140521-491E, based on the following findings:

1. That there are adequate facilities and services intended to serve the subject property, including but not limited to roadways, parks and recreation facilities, police and fire protection, schools, storm water drainage systems, water supplies, and waste water and refuse collection.
2. That the proposed amendment is consistent with the goals, objectives and policies of the City's General Plan.
3. That R5 zoning is harmonious with the overall character of existing development in the vicinity of the subject property.
4. That an 8,000 square foot lot is consistent with lot sizes in the Cranberry Hills subdivision; in fact, there are three lots that abut the subject property on the north that are actually less than 8,000 square feet.
5. That given the PUD nature of the Cranberry Hills subdivision, R5 zoning is consistent with existing adjacent development.
6. That the R5 zoning category was adopted to facilitate infill development on properties such as the one under consideration for this zone change.

MODEL MOTION

Sample Motion for Positive Recommendation. "I move we forward a positive recommendation to the City Council regarding the Cranberry Hills 18 Zone Change by Bryon Prince, application 140521-491E, based on the findings listed in the staff report dated May 30, 2014, and the following additional findings:"

1. List additional findings, if any.

Sample Motion for Negative Recommendation. "I move we forward a negative recommendation to the City Council regarding the Cranberry Hills Zone Change, application 140521-491E, based on the following findings:"

1. List all 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.



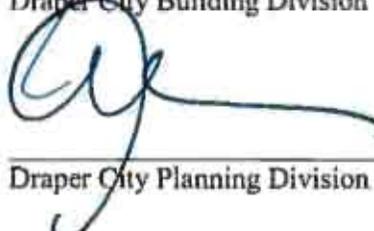
Draper City Engineering Division



Draper City Building Division



Draper City Public Works Department



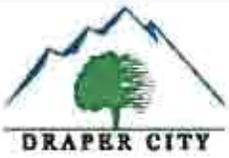
Draper City Planning Division



Unified Fire Authority



Draper City Legal Counsel



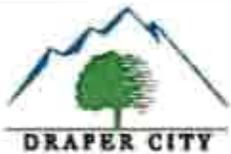
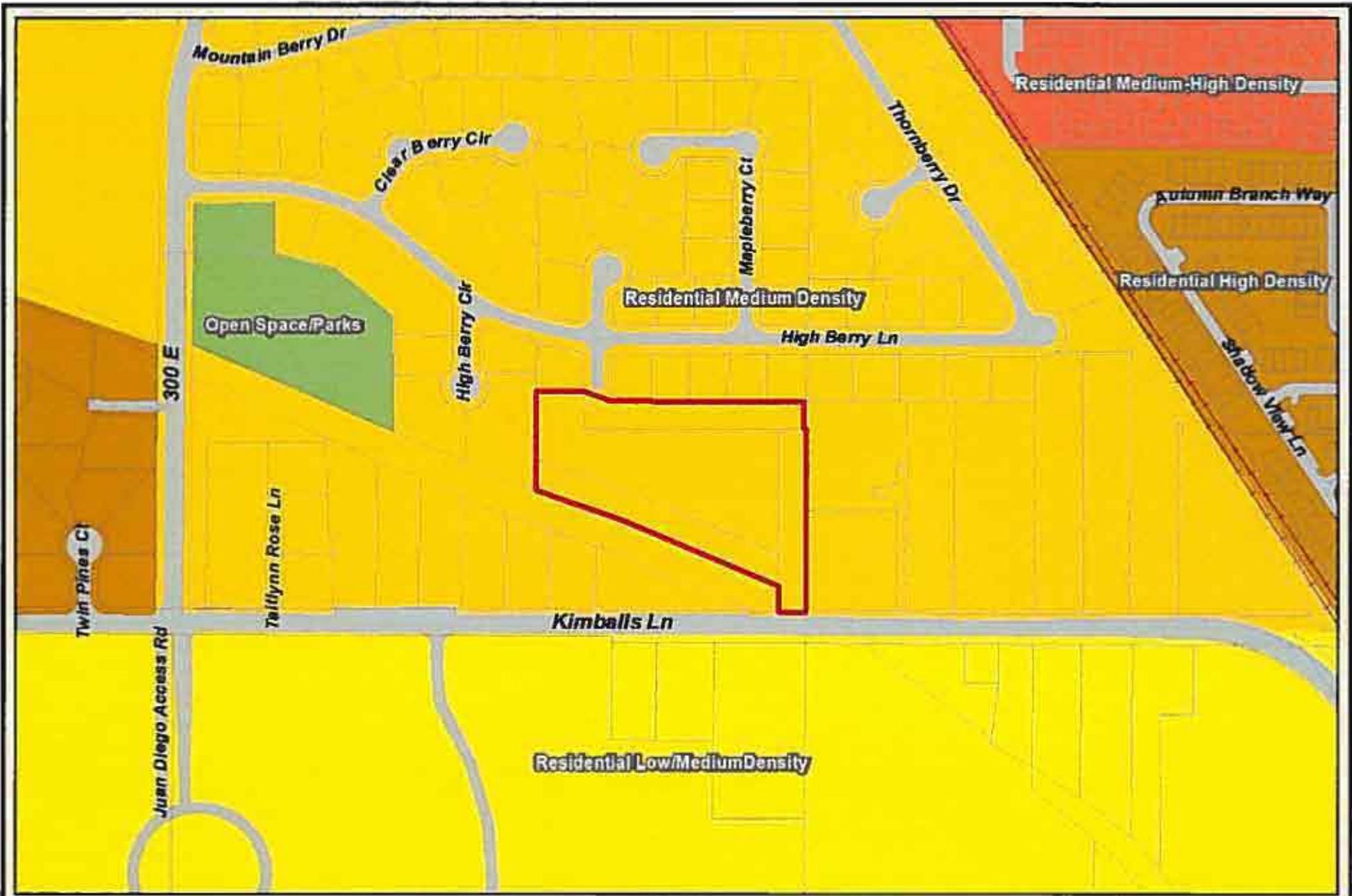
Aerial Map for Cranberry Hills 18 Zone Change





Zoning Map for Cranberry Hills 18 Zone Change





Land Use Map for Cranberry Hills 18 Zone Change



[Return to Agenda](#)

ITEM #14

REQUEST FOR COUNCIL ACTION

To:	Mayor & City Council
From:	Dennis Workman
Date:	7-8-14 for 7-15-14 CC Hearing
Subject:	Cottages at Country Oaks Zone Change and Development Agreement
Applicant Presentation:	Brent Pollard
Staff Presentation:	Keith Morey, Community Development Director
RECOMMENDATION: To approve Ordinance 1118 and its associated development agreement, as recommended by staff and the Planning Commission	
BACKGROUND AND FINDINGS: This is a request for a rezone from RA2 to RM1 on approximately six acres located on the east side of 1300 East, directly east of the park. The proposed rezone is linked to a development agreement that would allow the construction of 24 new single-family homes. RM1 zoning allows a density of up to eight dwelling units per acre, but the development agreement will cap the density at 4.25 dwelling units per acre. The property (with the exception of the southernmost parcel) was rezoned from RA1 to RA2 on September 17, 2013. On a 4-1 vote, the Planning Commission recommended approval of the rezone to RM1 based on the following findings: <ol style="list-style-type: none">1. That Section 9-5-060 of the Draper City Code allows for the amendment of the City's zoning map.2. That the proposed amendment is 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 the proposed rezone would support the goals of the TC zone and help provide ridership for TRAX.	
MAIN POINTS OF THE DEVELOPMENT AGREEMENT: <ul style="list-style-type: none">• 24 new single family homes, with two existing homes - all homes will be detached.• High end homes (3400 square feet minimum) on smaller lots.• RM1 zoning allows 8 upa, but development agreements caps density at 4.25 upa.• The two new lots created on Country Oak Lane will not be less than 11,000 square feet, helping to buffer the project from the half-acre lots of the Crossgrove Subdivision.• Product fills a need expressed by many Draper retirees and empty-nesters.• Front elevations to be 50% brick or stone with the balance being concrete fiber board.• Project built in two phases: 15 homes built in Phase 1, and 9 built in Phase 2.• 1300 East entrance to have attractive 6' fence made of stone and wrought iron.• All streets will be private and maintained by the HOA that will be created for the project.• HOA to maintain all common and park strip areas.• Ornate street lamps will be installed on interior of subdivision.• CCRs will set forth specific design standards to ensure all homes are attractive and high end.• CCRs will set forth use restrictions and rules for all homeowners in subdivision.• Building, landscaping and plot plans to be regulated by an Architectural Control Committee.	

- Yards to be fully landscaped prior to occupancy of homes.
- Developer will grant to the city all right-of-way needed for widening 1300 East.
- No two homes the same - variety of models, elevations, finishes and color schemes.

PREVIOUS LEGISLATIVE ACTION:

December 5, 2013: Planning Commission reviewed and recommended approval of the rezone request.

January 7, 2014: City Council reviewed the proposed zone change and development agreement, and asked the applicant to submit a more detailed proposal for development agreement.

FISCAL IMPACT: Finance Review: _____

- This rezone and its associated development agreement contemplate a residential development consisting of 24 new homes in addition to two existing homes. All streets will be privately owned and maintained.

SUPPORTING DOCUMENTS:

- Ordinance 1118
- Development Agreement with Exhibits A, B and C
- Declaration of Protective CCRs
- Development Overview
- Staff Report to Planning Commission, with maps

ORDINANCE NO. 1118

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF DRAPER CITY AND APPROVING A DEVELOPMENT AGREEMENT FOR APPROXIMATELY 6.12 ACRES OF PROPERTY LOCATED WITHIN DRAPER CITY, STATE OF UTAH, FROM RA2 TO RM1, OTHERWISE KNOWN AS THE COTTAGES AT COUNTRY OAKS ZONE CHANGE.

WHEREAS, the City has received a request submitted by the authorized agent of the subject parcels 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, RM1 zoning allows a density of up to eight dwelling units per acre, but the associated development agreement effectively places a density cap of 4.25 dwelling units per acre, 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 1375 E. Country Oak Lane within Draper City, Salt Lake County, State of Utah, previously zoned RA2 as shown on the Draper City zone district map, is hereby rezoned to RM1:

Parcel 28-28-353-002

COM 305 FT N FR SW COR SEC 28 T 3S R 1E SL MER E 23.6 RDS N
22 FT NW'LY ALG RAILROAD 141 FT W 285 FT S 100 FT TO BEG

Parcel 28-28-353-003

COM 242 FT N OF SW COR SEC 28, T 3S, R 1E, SL MER, E 23.6
RDS; N 63 FT; W 23.6 RDS; S 63 FT TO BEG. 0.56 AC.

Parcel 28-28-353-004

BEG AT SW COR SEC 28, T 3S, R 1E, S L M; E 23.6 RDS; N 242
FT; W 23.6 RDS; S 242 FT TO BEG. 2.17 AC.

Parcel 28-33-101-009

BEG 23.6 RDS E & 139.85 FT S FR NW COR OF SEC 33, T 3S, R
1E, S L M; E 122.18 FT; N 16 FT; S 89-51'15" E 49 FT; N
283.34 FT TO SW'LY LINE OF UNION PACIFIC R OF W; N 46-19'26"
W 229.78 FT M OR L ALG SD R OF W TO FENCE; S'LY ALG FENCE TO
BEG. 1.45 AC M OR L.

Parcel 28-33-101-001

389.4 FT; S 0-21' 19" W 139.85 FT; N 89-38' 21" W 389.4 FT; N
0-21' 19" E 139.85 FT TO BEG. 1.15 AC M OR L

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

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

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

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

ATTEST:

DRAPER CITY

By: _____ By: _____
City Recorder Mayor

The Cottages at Country Oaks

Development Agreement

This Development Agreement (“Agreement”) is made and entered into as of this _____ day of _____, 2014 by and between Gough Homes, LLC a Utah limited liability company, (hereinafter collectively referred to as “Developer”), and Draper City, a municipal corporation of the State of Utah (hereinafter referred to as the “City”).

RECITALS

A. Developer is developing approximately 5.8 acres of real property as more particularly described in Exhibit A, attached hereto, and by this reference made a part hereof (the “Property”), on which it proposes the development of single-family residences know as The Cottages at Country Oaks.

B. Developer desires to have the City approve the Project, notwithstanding the fact that the Project, as currently designed, may not completely satisfy all of the rules and regulations of the applicable land-use ordinances of the City. The Property is zoned RM 1, and the Project would result in (24) new homes being built, with (2) existing homes remaining. There will be three phases. Phase one will consist of (9) new homes, Phase two will consist of (9) new homes and Phase three will consist of (6) new homes and (2) existing homes. Phases one and three will be developed concurrently. Phase two will be developed at a later date. There is very high demand from Draper City residents for a new home project that consists of higher end homes on smaller lots in the proposed project area. This project will satisfy the demand of many baby boomers and/or retirees who are now empty nesters. These long-time Draper City residents no longer are in need of their large homes on their large lots, but they want to stay in Draper with their families.

C. The project will be an example for future projects of this type. The project will incorporate design standards outlined in the proposed Conditions, Covenants and Restrictions (CCRs) to ensure an attractive, high end home. The subdivision entrances and its boundary along 1300 East will have a 6’ high stone fence with an integrated wrought iron element along the top. The park strip and entries will be landscaped with trees, shrubs and sod. The interior of the subdivision will feature ornate street lights. Developer will also grant certain real property to the City for the expansion of 1300 East as part of the subdivision.

D. The City, acting pursuant to its authority under Utah Code Annotated, Sections 10-1-202 and 10-9a-101, et seq., and its land use policies, ordinances and regulations has made certain determinations with respect to the Project and, in the exercise of its legislative discretion, has elected to approve this Development Agreement.

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

AGREEMENT

1. Definitions. When used in this Agreement, each term shall have the meaning set forth below or elsewhere in this Agreement unless such meaning is clearly precluded by the context in which the term is used.

1.1 “Development” means any construction, renovation or expansion of the building structure, roadway, utility, or other improvement.

1.2 “Developer” means Gough Homes, LLC a Utah limited company, and/or as applicable, any Successor Developer and their respective assigns and successors-in-interest.

1.3 “Existing Land Use Regulations” means those certain land use regulations in effect as of the date of this Agreement, including any modifications thereto contained herein. Existing Land Use Regulations does not include fees that are applicable to future development approvals, which will be those in effect at the time the application for any such development is submitted.

1.4 “Land Use Regulations” means laws, statutes, ordinances, codes, resolutions, rules, regulations, approvals, permits of every kind and character, programs and official policies and actions of City governing the permitted uses of land, density and intensity of use and the density, improvement and Construction standards and specifications applicable to development of the Project Land use regulations include, but are not limited to, development approvals granted by the City and the terms and conditions contained in such approvals, the Draper City Subdivision Ordinance, the City’s development standards and public improvement specifications, hillside and/or land disturbance regulations, the sensitive lands overlay regulations and geologic hazards regulations.

1.5 “Property” means the parcel of approximately 5.8 acres of real property as more particularly described in Exhibit A attached hereto, and by this reference made a part hereof.

1.6 “ROW Parcel” the excess land adjacent to 1300 East, that is not required to be dedicated with the subdivision approval. ROW Parcel shall be granted and conveyed to the City to allow the City a right of way for the improvement of 1300 East.

1.8 “Successor Developer” means any person or entity developing one or more phases of the Project.

2. Conveyance of ROW Parcel to City. In consideration of the mutual covenants herein, Developer shall grant and convey to the City by special warranty deed in a form approved by the City, which approval shall not be unreasonably conditioned or withheld, the ROW Parcel. The ROW Parcel shall be determined during the subdivision approval process and shall be conveyed with the recordation of the plat. The ROW Parcel shall consist of any additional property not required to comply with the existing ordinances applicable for the widening of 1300 East, as required in the subdivision process. This grant of property shall be made at no additional cost to the City or expectation of reimbursement of impact fees, either in cash or by credit, inasmuch as the cost of such property and any improvements required thereon have already been included in the consideration for this agreement.

3. Project Buildout Plan.

3.1 Property Affected by this Agreement. The legal description of the property contained within the Project boundaries is attached and specifically described in Exhibit A. No additional property may be added to this description for purposes of this Agreement except by written amendment to this Agreement executed and approved by the parties hereto.

3.2 Approval of Project Buildout Plan. An overall Project Buildout Plan for the Project is depicted on Exhibit B, which is attached hereto and incorporated herein by this reference. The Developer shall construct Phase 1 and 3 initially, which shall consist of up to (15) new homes and (2) existing homes. Phase 2 will consist of up to (9) new home and shall be recorded no later than 5 years after final approval of the Project. The Project has been designed and approved for the use and density not to exceed a maximum of twenty-four (24) new single-family residential dwelling homes and two (2) existing single-family residential dwelling homes, subject to compliance with the terms and conditions of this Agreement. The City agrees and acknowledges that notice of the public meeting for the City's review of the Project Buildout Plan was contemporaneous with the review of this Agreement and was made pursuant to section 17-1-085 of the Draper City Subdivision Ordinance such that approval of this Agreement and the attached Project Buildout Plan by the City Council shall be deemed to be final approval of the concept plan pursuant to Draper City Subdivision Ordinance section 17-2-050(a).

3.3 Compliance with Project Buildout Plan. The location and specific layout of the Project as depicted on Exhibit B is conceptual in nature and shown for the purpose of illustrating a potential development configuration that is consistent with the transportation and infrastructure needs of the Project in compliance with the requirements of the City. Both the City and Developer intend to preserve some flexibility to modify the layout of the Project to respond to the more detailed design and engineering information, which will be provided as part of the subdivision plat approval process. Developer or a Successor Developer may submit applications for preliminary and final plat approval that reflect some limited modifications to the Project Buildout Plan, such as minor relocation of lots and streets in order to improve layout or safety standards, minimize the amount of grading, improve design efficiency for utilities, reduce cuts and fills, or achieve other similar goals and objectives as proposed by the Developer and approved by the City consistent with the other terms and conditions of this

Agreement. Accordingly, the City will approve any preliminary or final plat applications submitted by Developer, that are generally consistent with the approved Project Buildout Plan. The City agrees and acknowledges that open space is not required or desirable for the Project.

3.4 Home Variety. To avoid an undesirable aesthetic impression that may be created by building neighboring uniform models, developer shall provide for a variety of models with different building elevations and finishes for the homes in the Project by adhering to the following requirements: (A) at least three different models must exist on each street between any model with the same building elevations, and (B) each model with the same building elevations in the project must have different exterior finishes or color schemes such that no two models in the Project are exactly the same.

4. Vested Rights and Reserved Legislative Powers.

4.1 Vested Rights. Developer shall have the vested right to have preliminary and final subdivision plats approved and to develop and construct the Project for the use, density, and configuration for a maximum of not to exceed twenty-four (24) new single family residential dwelling homes and two (2) existing single family residential dwelling homes generally depicted in Exhibits B and C . As referenced in paragraph 3.3 above, Developer may submit applications for preliminary and final plat approval that reflect some limited modifications to the Project Buildout Plan represented in Exhibits B and C, and still achieve the lot yield of (24) new single-family residential dwelling homes and (2) existing single-family residential dwelling homes, subject to compliance with the Supplemental Development Standards, the Existing Land Use Regulations and the other terms and conditions of this Agreement. Notwithstanding any provision to the contrary, Developer shall be entitled to develop (24) new single-family residential dwelling homes and (2) existing dwelling homes pursuant to the Project Buildout Plan or future modifications thereof, and such right shall be deemed to supersede or control over any contrary interpretation of existing ordinances of the City. Nevertheless, Developer shall comply with all Supplemental Development Standards and Existing Land Use Regulations of the City to the extent such are consistent with Developer's vested rights to build (24) new single-family residential dwelling homes and (2) existing single family residential dwelling homes.

4.2 Reserved Legislative Powers. Developer acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City all of its police power that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify the Existing Land Use Regulations and Supplemental Development Standards which are applicable to the Project under the terms of this Agreement based upon the policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed legislative changes affecting the Land Use Regulations, Supplemental Development Standards and terms and conditions of this Agreement applicable to the Project shall be of general application to all development activity in the City; and, unless the City declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect any proposed change and its applicability to the

Project under the compelling, countervailing public interest exception to the vested rights doctrine.

5. Preliminary and Final Subdivision Plat Approval. Developer expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve it from the obligation to comply with all of the applicable requirements for the approval of preliminary and final subdivision plats for all proposed development within the Project consistent with the Existing Land Use Regulations and Supplemental Development Standards which are applicable to the Project under the terms and conditions of this Agreement. Approval by the City of the Project Buildout Plan shall be deemed to have satisfied the requirements of the Existing Land Use Regulations for review of a concept plan by the City for purposes of the Project. Developer shall prepare and submit for review, comment and approval by the City, architectural and design standards for the Project at the time of preliminary subdivision plat approval.

6. Development standards. Except as otherwise set forth in the Project Buildout Plan attached hereto as Exhibit B and C or in this Agreement, Developer shall adhere to the applicable provisions of the Draper City Municipal Code, including without limitation the Supplementary Development Standards of the City set forth at Chapter 9-27. Notwithstanding the foregoing, the City agrees and acknowledges that the following requirements have been modified pursuant to this Agreement and are not to be applicable to the Project:

a. Any requirement regarding the amount or percentage of masonry that must be included on the Homes as found in section 9-32-030(b)(3) of the Draper City Municipal Code and as depicted in any provision of such code or any exhibit thereto;

b. Any requirement regarding the minimum amount of open space required under section 9-32-030(e) of the Draper City Municipal Code.

c. Any setback or lot size requirement that conflicts with the Project Buildout Plan attached hereto as Exhibit B and C.

7. Successors and Assigns.

7.1 Binding Effect. This Agreement shall be binding upon the successors and assigns of Developer in the ownership or development of any portion of the Project.

7.2 Assignment. Neither this Agreement nor any of its provisions, terms or conditions may be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Agreement and without the prior written consent of the City, which consent shall not be unreasonably withheld. Any such request for assignment may be made by letter addressed to the City, and the prior written consent of the City may also be evidenced by letter from the City to Developer or its successors or assigns.

8. Default. In the event either party fails to perform its obligations hereunder or to comply with the terms hereof, within thirty (30) days after giving written notice of default, the non-defaulting party may, at its election, have the following remedies:

a. All rights and remedies available at law and in equity, including injunctive relief specific to performance and/or damages;

b. The right to withhold all further approvals, licenses, permits, or other rights associated with any activity or development described in this Agreement until such default has been cured; and

c. The rights and remedies set forth herein shall be cumulative.

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

To Developer:

Gough Homes, LLC
8186 S. 1300 West
West Jordan, UT 84088

To the City:

Draper City

Attention: Draper City Manager
1020 E. Pioneer Road
Draper, UT 84020

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

10. General Terms and Conditions.

10.1 Term of Agreement. The term of this Agreement shall be for a period of six (6) years following the date of its adoption.

10.2 Agreement to Run with the Land. This Agreement shall be recorded in the office of the Salt Lake County Recorder against the Property and is intended to and shall be deemed to run with the land and shall be binding on all successors in the ownership of any portion of the Property.

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

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

10.5 Non-liability of City Officials or Employees. No officer, representative, agent, or employee of the City shall be personally liable to Developer, in the event of any default or breach by the City or for any amount which may become due, or its successors or assignees, for any obligation arising out of the terms of this Agreement.

10.6 No Third-Party Rights. The obligations of the parties set forth in this Agreement shall not create any rights in or obligations to any persons or parties other than to the City and Developer. The City and Developer alone shall be entitled to enforce or waive any provisions of this Agreement to the extent that such provisions are for their benefit.

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

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

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

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

10.11 Homeowner's Association. A Homeowner's Association shall be created to govern its internal affairs including, but not limited to, providing maintenance of any required common areas or specified park strip areas. Developer shall prepare and submit for review, comment and approval by the City, which approval shall not be unreasonably withheld or delayed, proposed conditions, covenants and restrictions ("CC&Rs"), as may be amended from time to time, for the Homeowner's Association. The CC&Rs shall incorporate by reference the Supplementary Development Standards of the City set forth at Chapter 9-27 of the Draper City Municipal Code. The CC&Rs shall provide that all roads within the Project are private roads to be maintained by the Homeowner's Association and that the City shall have no responsibility for such roads.

10.12 Attorneys Fees. In the event a dispute arises between the parties hereto, with respect to this Agreement, the prevailing party to any action, brought to enforce the terms of this Agreement shall be entitled to recover against the other party the costs, expenses and attorney's fees incurred in such action.

10.13 Subdivision Design Guidelines

- 1) Exhibit "B" pertains to the subdivision identified by the concept plan attached titled "The Cottages at Country Oaks". This concept plan is labeled with an approximate location of 12543 South 1300 East, Draper, UT. The following describes the subdivision details:
 - a. Maximum total new lots: 24
 - b. Phases: The subdivision will be completed in 3 phases as shown on the concept plan.
 - c. Subdivision layout:
 - i. Street layout: The subdivision will be designed in a "horseshoe" pattern that will allow 2 ingress/egress points adjacent to 1300 East, as well as a private lane along the south boundary of the subdivision.
 - ii. Fire access: The right of way will comply with Fire Department requirements including paved surface width and turn radius minimum.
 - d. Right of way: The right of way width for Phase 1 & 2 will be 32 feet. The right of way for Phase 3 will be 26' and will be reduced to 16' in front of the existing home referenced as lot 22 on the concept plan (Ex. B).

e. Subdivision landscape requirements:

- i. Street trees: A minimum of 2 street trees will be required for each single family residential lot located in the subdivision. These street trees will comply with Draper City's street tree ordinance for type and location.
- ii. Perimeter buffer: The perimeter will be planted with shade trees that provide privacy buffering for the neighbors along the north, east, and south perimeters.

f. Subdivision type:

- i. This will be a private subdivision with private streets and common areas maintained by the Home Owners Association (HOA).
- ii. Phases 1 and 2 will be a Planned Unit Development (PUD) with lot pads ranging approximately in size from 1,950 SF to 2,500 SF, as illustrated on the concept plan (Exhibit B). The remaining area will consist of limited common area and common area that will be defined in the HOA Articles of Incorporation and bylaws.
- iii. Phase 3 will consist of single family lots ranging in approximate size as illustrated on the concept plan (Exhibit B). The remaining area will be common area that will be defined in the HOA Articles of Incorporation and bylaws.
- iv. The HOA will be governed by bylaws recorded against the property.
- v. The HOA will be responsible for the upkeep and repairs of the private streets and will be required to keep the streets in a condition that will be accessible to the Fire Department at all times.

g. Buffering:

- i. This part of the development agreement addresses the manner in which the 2 parcels known as 12607 South 1300 East and 1375 Country Oak Lane are to be developed as shown on the concept plan (Exhibit B). The Developer is sensitive to the existing homes in the area and the developed ½ acre lots directly south of this proposed subdivision. As such, Developer agrees to create a buffer zone. This will allow the area to transition from a low, to medium, then high density single family use. Lots to be created on Country Oak Lane, east of the existing house at 12607 S. 1300 E. will be single family and not less than a net (the lot size minus the right of way dedication) of 11,000 square feet. The Lots to the north of the existing house at 1375 Country Oak Lane, accessed via a cul-de-sac, will be single family and the lot size shall range from approximately 6,000 – 9,500 square feet. By so doing a buffer zone is established and eliminates any concerns of abrupt land use change.

To accommodate this action the Developer needs flexibility to construct said buffer zone. The following list addresses those considerations,

a) Country Oak Lane (Private right of way) and the cul-de-sac (Private right of way), will be 26' wide with the exception of the far east end of Country Oak Lane, which will remain a 16' right of way. That portion of the lane services the existing houses at 1375 East and 1405 East Country Oak Lane, it is approximately 96' total length and is currently 16' wide paved. Due to the existing landscape and grade of the driveway accessing the home at 1375 East Country Oak Lane, any widening would place a burden rather than a benefit to an area already existing and is fully functional.

b) Both existing homes at 1375 E. County Oak Lane and 12607 S. 1300 East shall remain in place (Not to be demolished or altered).

c) Setbacks are depicted on the concept plan (Exhibit B)

g) Setback standards for existing homes will not be addressed since the houses already exist and are to remain in place in the new subdivision development.

2) Developer desires to work with the city and neighbors to create a superior development that will be aesthetically pleasing, desirable, and marketable to residents wishing to live in a nice area, without the hassles of a large lot. As such,

a) Trees in the buffer zone will be left in place, to the extent that they do not interfere with the buildable area of the lots or the required subdivision improvements.

b) Developer will install a stone and wrought iron fence along 1300 East and a vinyl fence or other approved fencing around the perimeter of the subdivision as depicted on the concept plan (Exhibit B).

[signatures on following page]

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

STATE OF UTAH)

: ss

COUNTY OF SALT LAKE)

On this ____ day of _____, 2014, personally appeared before me _____ who being duly sworn did confirm that he/she is a authorized signer of Gough Homes, LLC, a Utah limited liability company, and that the foregoing instrument was signed on behalf of said company by authority of its operating agreement, and acknowledged to me that said company is bound by the same.

STATE OF UTAH)

: ss

COUNTY OF SALT LAKE)

On this ____ day of _____, 2014, personally appeared before me Troy Walker, who being duly sworn did confirm that he is the duly elected Mayor of Draper City and that the foregoing instrument was signed on behalf of Draper City.

Exhibit A Cottages at Country Oaks Legal Description

BEGINNING AT A POINT ON THE EAST RIGHT OF WAY LINE OF 1300 EAST STREET SAID POINT BEING NORTH 89° 47'39" EAST 33.00 FEET FROM THE NORTHWEST CORNER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 00° 17'17" EAST 404.95 FEET ALONG SAID EAST RIGHT OF WAY; THENCE SOUTH 89° 42'43" EAST 245.37 FEET TO A POINT OF THE SOUTHERLY LINE OF UTAH TRANSIT AUTHORITY; THENCE SOUTHERLY ALONG SAID SOUTHERLY RIGHT OF WAY ALONG THE ARC OF A 2450 FOOT RADIUS CURVE TO THE RIGHT 372.06 FEET(CHORD BEARS SOUTH 48° 23'33" EAST 371.71 FEET); THENCE SOUTH 00° 24'19" EAST 281.84 FEET; THENCE NORTH 89° 52'12" WEST 49.00 FEET; THENCE SOUTH 00° 07'26" EAST 16.00 FEET; THENCE NORTH 89° 52'35" WEST 478.60 FEET TO A POINT ON SAID EAST RIGHT OF WAY; THENCE NORTH 00° 07'25" EAST 139.80 FEET ALONG SAID EAST RIGHT OF WAY TO THE POINT OF BEGINNING.

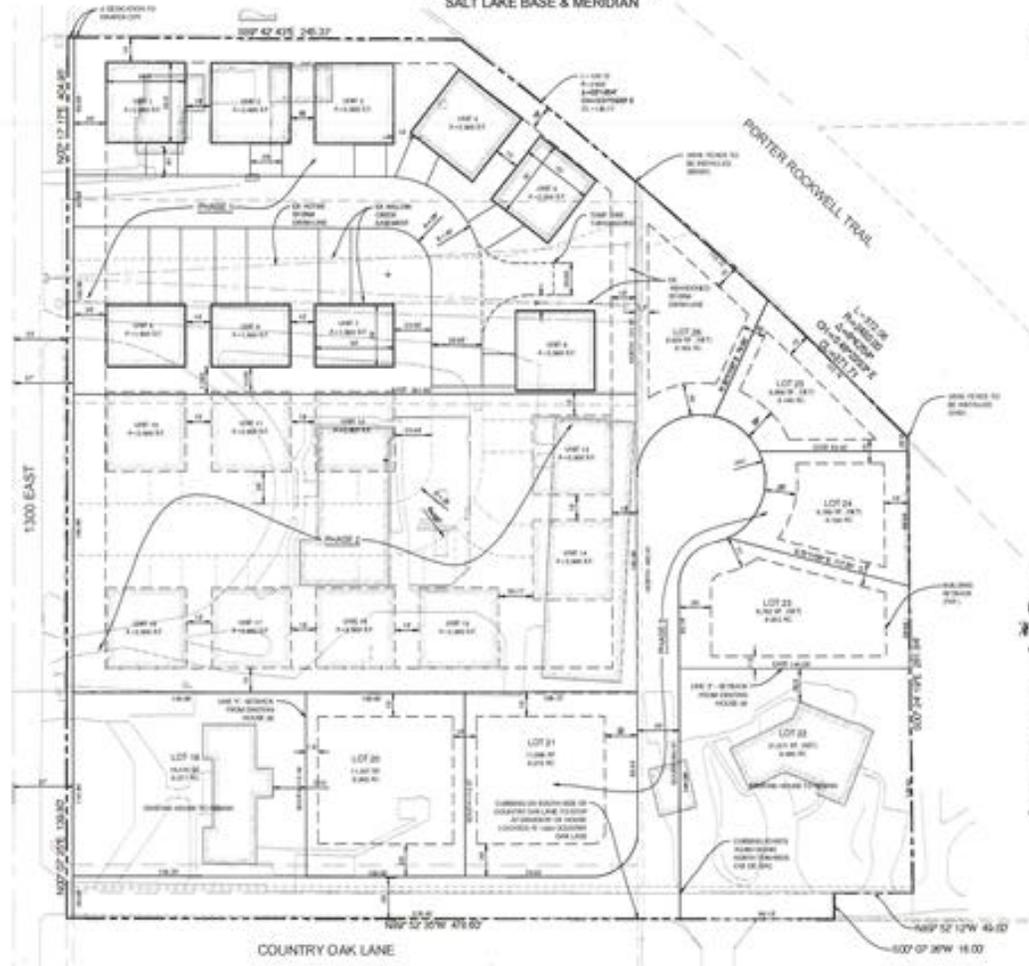
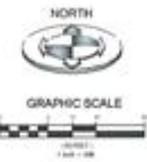
CONTAINS 5.798 + /- ACRES

Exhibit 'B'

THE COTTAGES AT COUNTRY OAKS

CONCEPT

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 28,
TOWNSHIP 3 SOUTH, RANGE 1 EAST,
SALT LAKE BASE & MERIDIAN



LEGEND AND ABBREVIATIONS:

<ul style="list-style-type: none"> • 1" = 100' • 1" = 200' • 1" = 300' • 1" = 400' • 1" = 500' • 1" = 600' • 1" = 700' • 1" = 800' • 1" = 900' • 1" = 1000' 	<ul style="list-style-type: none"> • 1" = 100' • 1" = 200' • 1" = 300' • 1" = 400' • 1" = 500' • 1" = 600' • 1" = 700' • 1" = 800' • 1" = 900' • 1" = 1000'
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<p>BENCHMARK ENGINEERING & LAND SURVEYING PROFESSIONAL CORPORATION 1000 WEST 1000 SOUTH DRAPER, UTAH 84020 TEL: 801-226-8800 WWW.BENCHMARKUTAH.COM</p>
<p>THE COTTAGES AT COUNTRY OAKS</p> <p>DRAPER, UTAH</p>
<p>CONCEPT PLAN</p>
<p>1 OF 1</p>

Exhibit B



The Cottages at Country Oaks

Illustrative Site Plan





The Cottages
at Country Oak:
Illustrative Entry Perspective One





The Cottages
at Country Oaks
Illustrative Entry Perspective Two



Development Overview

- 24 new single family homes, with two existing homes - all homes will be detached
- High end homes (3400 square feet minimum) on smaller lots
- RM1 zoning allows 8 upa, but development agreements caps density at 4.25 upa
- The two new lots created on Country Oak Lane will not be less than 11,000 square feet
- Product fills a need expressed by many Draper retirees and empty-nesters
- Front elevations to be 50% brick or stone with the balance being concrete fiber board
- Built in two phases: 15 homes built in Phase 1, and 9 built in Phase 2
- 1300 East entrance to have attractive 6' fence made of stone and wrought iron
- All streets will be private, and maintained by the HOA
- HOA to maintain all common and park strip areas
- Ornate street lamps will be installed on interior of subdivision
- CCRs will set forth specific design standards to ensure all homes are attractive and high end
- CCRs will set forth use restrictions and rules for all homeowners in subdivision
- Building, landscaping and plot plans to be regulated by an Architectural Control Committee
- Yards to be fully landscaped prior to occupancy of homes
- Developer will grant to the city all right-of-way needed for widening 1300 East
- No two homes the same - variety of models, elevations, finishes and color schemes

WHEN RECORDED RETURN TO:

Gough Homes, L.L.C.
8186 S 1300 W
West Jordan, Utah 84088

**DECLARATION OF PROTECTIVE
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
COTTAGES AT COUNTRY OAKS SUBDIVISION**

THIS Declaration of Protective Covenants, Conditions and Restrictions for COTTAGES AT COUNTRY OAKS Subdivision, a Planned Home Development (the "Declaration") is made and executed as of this ___ day of _____, 2014, by Gough Homes, L.L.C., a Utah limited liability company located at 8186 S 1300 W, West Jordan, Utah 84088 (hereinafter referred to as the "Declarant"):

SUBMISSION

The property which is subject to this Declaration is located in Salt Lake County, Utah, and is more particularly described as follows (the "Property"):

ALL OF LOTS 1 through 24, COTTAGES AT COUNTRY OAKS Subdivision, as the same is identified in the Record of Plat Maps in the Salt Lake County Recorder's Office.

Together with the use and enjoyment of the private roads and common areas within COTTAGES AT COUNTRY OAKS Subdivision, as set forth on the recorded plat.

In consideration of the premises and as part of the general plan for the improvement of the Property, the Property is hereby submitted to the terms, covenants and conditions of this Declaration, and is hereby made subject to, and shall be governed and regulated by, this Declaration. In addition:

ALL OF THE FOREGOING IS SUBJECT TO: All liens for current and future taxes, assessments and charges imposed or levied by governmental or quasi-governmental authorities; all patent reservations and exclusions; all mineral reservations and exclusions; all mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described tract or any portion thereof, including without limitation, any mortgage or deed of trust; all visible easements and rights-of-way; and all easements and rights-of-way of record.

ARTICLE I RESIDENTIAL AREA COVENANTS

Each Lot in the subdivision shall be subject to the following requirements and restrictions, which are intended to ensure an environmentally sound and aesthetically pleasing development in COTTAGES AT COUNTRY OAKS, in harmony with the natural environment and with itself.

GENERAL GUIDELINES

1. **Planned Use and Building Type.** No lot shall be used except for single family residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than detached single family dwellings, not to exceed two stories above street level with a private garage for not less than two and not more than four vehicles. Each dwelling shall incorporate a covered porch, a de-emphasized garage, and a front walk that provides direct connection to city sidewalks, as set forth in the approved plat.
2. **City Approval.** These restrictions and covenants do not waive the requirement for any other required public agency review or permit approval process or to any other criteria all the requirements of this Declaration and any architectural guidelines. All lots, fences, common areas, dwellings, accessory buildings and structures, together with all other elements of the subdivision must comply with Draper City's Development Code.
3. **Building Location.** Building locations must conform to the requirements of the Draper City zoning ordinances, Development Code and the Development Agreement for the Subdivision.
4. **Subdivision of Lots.** No owner of any lot within the subdivision shall at any time be permitted to subdivide his lot into two or more sub-lots with less square footage in area than the area of the lot at the time of its initial purchase.

DESIGN GUIDELINES

5. **Building Envelope.** All structures of every kind, including buildings, decks and storage structures, must be located within the setback limits described in the Development Agreement for the Subdivision, unless a variance or other exception is approved by the City and the Architectural Control Committee (see Article VII hereafter).
6. **Site Preparation, Grading and Drainage.** Each Owner is strongly encouraged to preserve the existing topography. Any grading should be done to maintain the existing terrain using natural rounded and varied contours. Grading should be directed, naturally, to the drainage system. Exposed drainage pipe must be avoided. Erosion is to be controlled to protect and retain any exposed earth.

7. **Access Drives.** The graded or paved surface of any access drive may not exceed 30 feet in width. Placement of the access drive shall leave a minimum of five (5) feet of yard or landscaping between the access drive and the nearest side property line. The location of the Drive and proposed driving surface are subject to approval by the Architectural Control Committee.

8. **Garage: Parking.** Each site must have an enclosed garage designed for at least two (2) cars. Carports of any kind are prohibited.

9. **Fences and Walls.** Back and rear side yard fences and patio/courtyard sight screens shall be constructed only upon approval of the Architectural Control Committee. There shall be no front yard fencing, meaning between the structure and the street, with the exception of the fencing at the entry to the subdivision along 1300 East. Side yard fences shall not extend beyond the front line of the house and/or garage. Fences should be placed to be as unnoticeable as possible and vegetation should be used to mask fences where appropriate.

10. **Terraces and Decks.** The finish of decks and terraces, especially with regard to railings, should be designed so as to appear to be architecturally integrated with the residence itself. Style, color and materials that are used on the home itself must also be utilized for decks, skirting, or terraces.

11. **Exterior Lighting.** Outdoor lighting must be designed to assure that neighboring properties are protected from the view of bright light sources. Illumination necessary for evening activities and security must be directed downward and be only bright enough to provide for safe use of steps and paths.

ARCHITECTURAL DESIGN

12. **Style.** Each residential structure shall be of a traditional design. No contemporary or geodesic-style homes shall be permitted.

13. **Design Guidelines.** The minimum total floor area, finished and unfinished, of any home shall be 3,400 square feet (excluding the garage, porch, balcony, patio, and deck).

14. **Height of Structures.** No home may exceed 35 feet in height at the highest point of its roof, meaning the vertical distance between the top of the roof and the proposed subdivision grade, at any given point of the building coverage. If applicable government standards call for a more restrictive standard, the government standard shall prevail.

15. **Roofs.** No structure shall utilize or incorporate a flat roof. Each roof shall have a minimum 6/12 pitch. Each structure shall use architectural-grade 25-year asphalt shingles, or higher, roofing materials. Roof materials allowed are: architectural grade asphalt shingles, fire retardant wood shake, slate or tile. Roof colors shall be earth tones or black. White, bright and reflective materials are prohibited from roofs.

16. **Foundations.** Visible surfaces of concrete masonry on concrete foundation walls and piers may not exceed eight (8) inches above finish grade unless they are faced with approved exterior materials.

17. **Exterior Materials.** The exterior construction of structures shall generally blend in and be compatible with the surrounding area, and shall consist of stucco and masonry. All front elevations shall be 50% brick or stone with balance of concrete fiber board. The balance of the home may consist of brick, stone, stucco or concrete fiber board.

18. **Prefabricated Buildings.** No building that is constructed off-site and requires transportation to any lot, whole or in partial assembly, will be permitted without the written permission of the Architectural Control Committee. No mobile homes will be permitted to be placed or stored on any building Lot.

19. **Landscaping.** All of the lot surrounding the structure which is visible from the street shall consist of lawn or vegetative landscaping (trees, shrubs, flowers) except the driveway and any walkway. The driveway and walkway shall be "surfaced" will cement or other appropriate material approved by the Architectural Control Committee. At least one-half (50%) of the front yard area (excluding driveway) shall be lawn with the remainder neatly defined landscape areas of small trees, shrubs, and flowers.

20. **Paving.** Driveway and other flat paved areas may be concrete, exposed aggregate concrete, or stamped concrete. Gravel areas are not permitted.

21. **Solar Equipment.** Solar panels are to be integrated into roof design. Panels and frames must be copper or compatible with roof colors and all equipment must be screened from view.

22. **Antennae.** All T.V. or radio antennae are restricted to the attic or interior of the residence. Satellite dish antennae shall be allowed provided they are screened from street view.

23. **Pools, Spas, Fountains, Game courts.** Pools, spas, fountains and game courts shall be permitted but shall be located to avoid impacting adjacent properties with light or sound. Pool heaters and pumps must be screened from view and sound- insulated from neighboring houses.

Nothing herein shall be construed as permitting the construction of skateboard areas and/or ramps, which structures are hereby prohibited.

24. **Metal Awnings.** Metal awnings or metal "lean-tos," shall not be permitted on any lot.

CONSTRUCTION REGULATIONS

25. **Building Lot.** All building materials, construction debris, and excess dirt shall be placed on that building Lot. All debris and trash shall be placed in a receptacle and removed at least weekly. The excess soils from the excavation of the home's basement shall be placed where it will not interfere with the construction of the subdivision or the installation of its public utilities.

26. **Dust and Noise Control.** The builder or Owner shall be responsible for controlling dust and noise from the construction site, including the removal of dirt and mud from public or private roads that is a result of their construction activity on or adjacent to their lot.

27. **Construction and Other Related Debris.** Construction debris, grass clippings, garbage and other discarded items shall not be disposed of into the open space areas.

ARTICLE II USE RESTRICTIONS AND RULES

The Subdivision shall be a single-family residential subdivision and shall be used solely for residential purposes. The master plan and the Development Agreement detail building envelopes for each Lot within which the primary residential structure must be located. No Lot shall be further subdivided, even if zoning laws would allow subdivision. All structures shall be in compliance with applicable zoning ordinances regarding side yard and height limitations. The following standards and restrictions shall govern the improvement, maintenance and use of each Lot:

1. **Street Parking.** The applicable fire code only allows on-street parking on one side of the street. Owners and their guests and visitors shall comply with the fire code parking restrictions at all times. In addition, on-street parking is intended for temporary visitors only. No motor vehicle, boat, recreational equipment, or any similar item may be parked, stored, or left on or next to the streets in and around the Property for more than a six (6) hour period unless written approval is granted by the Association. The Association may levy a fine for any violation of this paragraph of up to One Hundred Dollars (\$100.00) for each day the violation continues.

2. **Recreational Vehicles.** No boats, trailers, large trucks or commercial vehicles belonging to Owners or other residents of the Property shall be parked in any side yard which is less than 10 feet in width. No motor vehicle of any kind shall be repaired, constructed or reconstructed upon any Lot, Private Street or other Common Areas. However, these restrictions shall not apply to emergency repairs to vehicles. All R.V.'s and vehicles must be stored at the minimum house set-back as required by Draper City.

3. **Animals and Pets.** Dogs, cats or other animals may be kept as permitted by current zoning regulations provided that they are not kept, bred, or maintained for any commercial purpose and are restricted to the owner's premises and under the owner's control. Whenever a pet is allowed to leave a Lot, it shall be kept on a leash or in a cage. No pets shall be allowed to make an unreasonable amount of noise or otherwise become a nuisance. The exterior structure for the care, housing or confinement of any such pets shall be maintained by the lot owner. Any owner or other resident within the Development who violates this Section shall be subject to such penalties or fines as any applicable statutes, ordinances or regulations may provide.

4. **Location of Structures.** No structure shall be erected, placed or altered on any Home in the Subdivision until the building plans, specifications, and plot plan showing the location of such structure have been approved in writing by the Architectural Control Committee.

5. **Garbage and Refuse Disposal.** No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, junk, or other waste and all such items must be kept in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Each lot and its abutting street are to be kept free of trash, weeds and other refuse by the lot owner. No unsightly material or objects are to be stored on any lot in view of the general public.

6. **Nuisances.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No clothes line or storage of any articles which are unsightly will be permitted unless located in enclosed areas built and designed for such purposes. No automobiles or other vehicles are to be stored on streets or front yards. No trailers, boats or other large recreational items shall be stored on the streets or front yards for longer than 24 hours, unless written approval is granted by the Association. The Association may levy a fine for any violation of this paragraph of up to One Hundred Dollars (\$100.00) for each day the violation continues. For the purposes of these Restrictions generally, and for this paragraph in particular, the "front yard" includes and encompasses the required setback for the home.

7. **Signs.** No sign of any kind shall be displayed to public view on any structure or any Home, except for a sign, limited to one (1), advertising the property for sale, which sign shall not be larger than four (4) square feet.

8. **Modification of Homes.** Any Owner may remodel, paint or redecorate the interior of structures on his or her Home without approval. However, modifications to the interior of porches, patios, and similar portions of a Home visible from outside the structures on the Home shall be subject to approval of the Architectural Control Committee. No approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications.

9. **Common Area Restrictions.** The Common Areas shall be used only in a manner consistent with the planned home residential concept.

10. **Only Legal Uses Permitted.** All Homes are intended to be improved with residences and are restricted to such use. No Home shall be used, occupied, or altered in violation of law, so as to jeopardize the support of any other residence or Home, so as to create a nuisance or interfere with the rights of any Owner.

11. **Garage Restrictions.** Any garage constructed on a Home is intended for the parking of motor vehicles. Although incidental storage in a garage otherwise used for the parking of motor vehicles is permitted, no garage may be used for storage to such an extent or in such manner that the storage prohibits or otherwise interferes with its primary use in the parking of motor vehicles. The Association may from time to time prescribe detailed rules regarding the use of garage space for storage. The Association may levy a fine for any violation of this paragraph of up to One Hundred Dollars (\$100.00) for each day the violation continues.

12. **Installation of Landscaping.** Fully landscaped yards shall be installed prior to occupancy of each Home. For improvements on Homes completed during winter months, a landscape

bond shall be posted with a title company prior to occupancy to assure landscape completion. Each home shall include one tree in the front yard. Deciduous trees shall be at least 1 ½ inches in caliper and coniferous trees shall be a minimum height of five (5) feet. Draper City tree requirements may require a specific type and quantity of trees for each lot. Draper City requirements shall rule.

28. **Temporary Structures.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently, unless approved in writing by the Association.

13. **Developer Exceptions.** Notwithstanding the restrictions contained in this Article II, for the five (5) year period following the date on which this Declaration is filed for record in the office of the County Recorder of Salt Lake County, Utah, Developer shall have the right to use any Home owned by it, and any part of the Common Areas reasonably necessary to appropriate, in furtherance of any construction, marketing, sales, management, promotional, or other activities designed to accomplish or facilitate improvements of the Common Areas or improvement and/or sale of all Homes owned by Developer.

ARTICLE III EASEMENTS

1. For the installation of and maintenance of utilities and drainage facilities, areas are reserved as shown on the recorded plat. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the area, or which may obstruct or retard the flow of water through drainage channels in the easement. The easement area of each of the lots and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

2. Wherever sanitary sewer connections, water connections, electricity, gas, telephone and cable television lines and drainage facilities are installed within the Property, the owners of any lot served by said connections, lines or facilities shall have the right, and are hereby granted an easement to the fullest extent necessary, to enter upon the other lots in the subdivision where said connections, lines or facilities, or any portion thereof lie, or to have utility companies enter upon the other lots, to repair, replace and generally maintain said connections, lines and facilities as and when the same may be necessary. Any lot so entered shall be restored by those entering to as near its original condition as is reasonably possible. Nothing in this paragraph shall be construed to authorize or permit an owner who is not properly certified or qualified to repair, or attempt to repair, any such connections, lines or facilities. All such repairs shall be performed by qualified personnel from the applicable utility company, phone or cable service.

3. Sewer and water laterals are stubbed to each property. All owners must locate and verify the depth of the sewer and water laterals prior to the commencement of any construction on the lot.

**ARTICLE IV
THE ASSOCIATION**

1. **Formation.** The owners of each lot in the subdivision shall form an association to pay the ongoing expenses of maintaining the common area of the subdivision, and to otherwise enforce these Restrictions. The name of the association shall be The COTTAGES AT COUNTRY OAKS Homeowner's Association, Inc., a Utah non-profit corporation (the "Association").

2. **Membership in the Association.** Membership in the Association is appurtenant to the ownership of a lot, and may not be partitioned therefrom. Each purchaser of a lot shall automatically become a member of the Association.

3. **Board of Trustees.** The Association shall be managed by a Board of Trustees, which shall appoint officers, hold meetings, and conduct the business of the Association as more particularly set forth in the bylaws adopted by the Association.

4. **Classes of Membership and Voting Allocations.** The Association shall have two (2) classes of membership - Class A and Class B, as more particularly described in the Bylaws. Class A Members shall be all owners with the exception of the Class B Member, if any. The Class B Member shall be the Declarant and any successor of Declarant who takes title for the purpose of development and sale of Lots, and who is designated as such in a recorded instrument executed by Declarant. The Class B Member shall originally be entitled to three (3) votes per Lot owned. The Class B membership and the Class B Control Period shall terminate, and Class B membership shall convert to Class A membership as more particularly set forth in the bylaws of the Association.

**ARTICLE V
COMMON AREA**

1. **Common Area** shall mean and refer to all real property in or adjacent to the Property in which the Association or its members have a right of use or owns an interest for the common use and benefit of its Members, their successors, assigns, tenants, families, guests and invitees, including but not limited to the following items:

- a) All common area designated as such in the plat map, and amendments or supplements thereto, including the green, open space immediately.
- b) All utility installations and all equipment connected with or in any way related to the furnishing of utilities to the Property and intended for the common use of all lot owners, such as telephone, electricity, gas, water and sewer.

2. **Ownership and Use.** Each Owner shall be entitled to the exclusive ownership and possession of his dwelling and lot (collectively, "Lot") and to membership in the Association as set forth herein. There shall be no requirements concerning who may own a Lot, it being intended that they may and shall be owned as any other property rights by persons. This is a residential community and as such the Lots shall be used only for residential purposes. The Common Area shall only be used in a manner consistent with the residential nature of the Project.

**ARTICLE VI
MAINTENANCE AND ASSESSMENTS**

1. **Maintenance.** The Lots and Common Area shall be maintained by the Lot Owners and the Association as follows:

a) **Area of Common Responsibility.** The Association shall maintain and repair, as needed from time to time, the Common Area, including the Open Space, and any improvements constructed or installed thereon.

b) **Landscaping Restrictions.** Lot owners shall not modify the landscaping, green space, sod, sprinkling system, or drainage in, on or about the Open Space, or any other portion of the Common Area, without the prior written consent of the Board of Trustees.

c) **Snow and Ice Accumulations.** The Association shall remove (or contract for the removal of) all ice and snow accumulations from the Common Area. Each Lot Owner shall remove all ice and snow accumulations from all other locations, including but not limited to the driveway and all walkways (and steps) leading to the dwelling's main entrance, as well as on the sides and to the rear of the dwelling.

d) **Area of Personal Responsibility.** Each Owner shall maintain his Lot, and all of the improvements constructed or installed thereon.

2. **Assessments and Common Area Expenses.** Each Owner, upon receipt of a deed to a Lot, shall pay all Assessments subject to and in accordance with the restrictions set forth herein, provided, however, that under no circumstances shall the Developer be obligated to pay any Assessments at any time. Following the conveyance of a Lot to an Owner (other than the Developer), each of Lots 1 through 24 shall be subject to a monthly assessment for the maintenance of the Common Area. As of the date of the signing of these Restrictions, the monthly assessment for Lots 1 through 24 is estimated to be \$20.00 per month (equating to \$240.00 per year). From and after January 1, 2015, the monthly assessments set forth above shall be increased by three percent (3%) per year over the previous year's assessment without the vote of the Members or such assessment amounts may be increased in a greater amount or decreased so long as the change is assented to by not less than a majority of the Members other than the Declarant (or if the two class voting structure is still in effect as provided herein, a majority of the votes of each Class of Members) present in person or represented by proxy at a meeting duly called for such purposes

3. **Purpose of Assessments.** Assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of residents of the Property, including but not limited to the appearance and aesthetics of the subdivision. The use made by the Association of funds obtained from assessments, may include, but is not limited to, payment of the cost of taxes and insurance on the Common Areas; maintenance, repair and improvement of the Common Area; and any expenses necessary or desirable to enable the Association to perform or fulfill its obligations, functions or purposes under this Declaration or its Articles of Incorporation.

4. **Monthly Assessment Due Dates.** The monthly assessments provided for herein shall commence as to all Lots on the date a deed is delivered to the purchaser of a Lot, or if the sale is by way of an installment contract of sale, on the date the installment contract is executed by the parties thereto, or the date of occupancy agreement, or the date the Owner actually takes possession of a Lot, whichever first occurs. The first monthly assessment shall be adjusted according to the number of days remaining in the month of conveyance, contract or occupancy as the case may be. Thereafter all monthly assessments shall be due and payable on the first day of each month. A monthly assessment not paid within ten (10) days of the due date thereof shall be deemed late and subject to a late fee of \$10.00. At least fifteen (15) days prior to the effective date of any change in the amount of the monthly assessment, the Association shall give each Owner written notice of the amount and the first due date of the assessment concerned.

5. **Special Assessments.** In addition to other assessments described herein, the Association may levy special assessments for the purpose of defraying, in whole or in part: (a) any expense or expenses not reasonably capable of being fully paid with funds generated by monthly assessments; or (b) the cost of any construction, reconstruction or unexpectedly required repair or replacement in connection with the Common Areas. Any such special assessments must be assented to by not less than a majority of the members of the Association other than the Declarant (or if the two class voting structure is still in effect as provided herein, a majority of the votes of each Class of Members), present in person or represented by proxy are entitled to cast at a meeting duly called for the purpose. Written notice setting forth the purpose of the meeting shall be sent to all Members at least ten (10) but not more than thirty (30) days prior to the meeting date.' Notwithstanding anything to the contrary herein, the Association may not levy any special assessments against the Developer.

6. **Personal Obligation and Lien.** Each Owner shall, by acquiring or in any way becoming vested with an interest in a Lot, be deemed to covenant and agree to pay to the Association the monthly and special assessments described in this Article, together with the hereinafter provided for interest and costs of collection. Each Owner, shall, by acquiring or in any way becoming vested with an interest in a Lot, be deemed to covenant and agree to pay to the Association assessments described in this section, together with the hereinafter provided for interest and costs of collection. All such assessment amounts shall be, constitute, and remain: (a) a charge and continuing lien upon the Lot with respect to which such assessment is made; and (b) the personal obligation of the person who is the Owner of such Lot at the time the assessment falls due. No Owner may exempt himself or his Lot from liability for payment of assessments by waiver of his rights concerning the Common Areas or by abandonment of his Lot. In a voluntary conveyance of a Lot, the grantee shall be jointly and severally liable with the grantor for all such unpaid assessments, late payment fees, interest and costs of collection, including reasonable attorneys fees, which shall be a charge on the Lot at the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor.

7. **Effect of Non-Payment; Remedies.** Any assessment not paid when due shall, together with the hereinafter provided for interest and costs of collection be, constitute and remain a continuing lien on the affected Lot; provided, however, that any such lien will be subordinate to the lien or equivalent security interest of any first mortgage on the Lot recorded prior to the date any such assessments became due. If the assessment is not paid within thirty (30) days after the date on which it becomes due, the amount thereof shall bear interest from the due date at the rate of eighteen percent

(18%) per annum and the Association may bring an action either against the Owner who is personally liable or to foreclose the lien against the Lot. Any judgment obtained by the Association shall include reasonable attorneys' fees (including those of a paralegal and any fees incurred on appeal), court costs, and each and every expense incurred by the Association in enforcing its rights.

8. **Tax Collection by County Authorized.** It is recognized that under the Declaration the Association will own the Common Area and that it will be obligated to pay property taxes to Salt Lake County. It is further recognized that each Owner of a Lot as a Member of the Association will be required to reimburse the Association for his or her pro rata share of such taxes paid. Notwithstanding anything to the contrary contained in the Declaration, Salt Lake County shall be authorized to collect such pro rata share of taxes directly from each Owner by inclusion of said share with the tax levied on each Lot.

ARTICLE VII ARCHITECTURAL CONTROL

1. **Architectural Control Committee.** The Officers of the Association shall appoint a three-member Committee, the function of which shall be to insure that all improvements and landscaping within the property harmonize with existing surroundings and structures (herein the "Architectural Control Committee" or "ARC"). The ARC need not be composed of Owners, but any non-owner member must be a director, officer, manager, member, trustee, beneficiary or other manager or beneficial owner of an entity owning a Lot or Living Home. If such a committee is not appointed the Officers shall perform the duties required of the committee.

2. **Submission to Committee.** Except Homes constructed by the Developer, no Home, accessory building or structure or addition to a Home and no landscape additions and changes shall be constructed or maintained, and no alteration, repainting, or refurbishing of the exterior of any Home, nor of any court enclosure, except as herein otherwise mentioned, shall be performed, unless complete plans and specifications therefore have first been submitted to and approved by the ARC. All such plans and specifications shall be consistent with architectural guidelines which shall be from time to time adopted by the Officers and/or the ARC.

3. **Standard.** In deciding whether to approve or disapprove plans and specifications submitted to it, the ARC shall use its best judgment to insure that all improvements, construction, landscaping and alterations on Lots within the Property conform to and harmonize with existing surroundings and structures and that such proposed improvements enhance the value and aesthetics of the Project.

4. **Approval Procedure.** Any plans and specifications submitted to the ARC shall be submitted on a form provided by the Committee and in triplicate. A preliminary review of design drawings will be required with a final review to be made of working drawings. Upon completion of each review, one set of plans will be retained by the Association, one set will be retained by the reviewing architect (if any) and the remaining set of plans will be returned to the property owner. All plans and specifications shall be approved or disapproved by it in writing within thirty (30) days after submission.

In the event the ARC fails to take any action within such period it shall be deemed to have approved the material submitted.

5. **Bond/Security Deposit.** The ARC may require that an Owner post a bond, cash security deposit or irrevocable letter of credit in a form satisfactory to the ARC, in an amount not to exceed \$1,000.00 in favor of the Association, as a condition to approving any proposed work or improvement. No person shall commence any work or improvement until any and all such bonds, security deposits and letters of credit have been properly posted with the ARC. The deposit is intended to assure the proper clean-up of dirt and debris and the repair of any damage to the landscaping, streets or other property within the Subdivision, caused by Owner or his agents in the construction of improvements.

6. **Address for Submittal.** Plans and specifications for the construction and installation of any and all improvements within COTTAGES AT COUNTRY OAKS Subdivision shall be submitted and approved by the ARC (prior to submittal to any required governmental agency) at the address designated by the officers of the Association.

7. **Construction.** Once begun, any improvements, construction, landscaping, or alterations approved by the Committee shall be diligently prosecuted to completion.

8. **Liability for Damages.** The Committee shall not be held liable for damages by reason of any action, inaction, approval, or disapproval by it with respect to any request made pursuant to this Article VIII.

9. **Exception for Developer.** The foregoing provisions of this Article shall not apply to any improvement, construction, landscaping, or alteration which is carried out by Developer on any Lot or on any part of the Common Areas and which occurs at any time during the seven (7) year period following the date on which this Declaration is filed for record in the office of the County Recorder of Salt Lake County, Utah.

10. **Developer's Obligation.** Developer hereby covenants in favor of each Owner that all Homes erected by it and all improvements of the Common Areas accomplished by it in the Development (i) shall be architecturally compatible with respect to one another; and (ii) that on or before seven (7) years from the date on which this Declaration is filed for record in the office of the County Recorder of Salt Lake County, Utah, there shall be substantially completed and usable all Common Areas of the Subdivision, all approximately in the locations shown on the Plat.

ARTICLE VIII DURATION, ENFORCEMENT AND AMENDMENT

1. **Duration of Restrictions.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive period of ten (10) years unless an instrument signed by a majority of the then owners of the subject property has been recorded, agreeing to change said covenants in whole or in part.

2. **Enforcement.** The owner or owners of any portion of the Property, shall be entitled to prosecute any proceeding, at law or equity, against any person, firm, corporation or party violating, attempting or threatening to violate any of the covenants and restrictions contained herein and to enforce, restrain, enjoin and/or collect damages, including reasonable attorney's fees, for such violation or attempted or threatened violation. Failure by any property owner or their legal representative, heirs, successors or assigns to enforce any of said covenants or restrictions shall in no event be deemed a waiver of the right to do so thereafter. Any and all remedies specified herein shall be deemed cumulative and not exclusive.

IN WITNESS WHEREOF, the undersigned has executed these covenants and restrictions the ____ day of _____, 2014.

DECLARANT: Gough Homes, L.L.C.

By: _____
Blaine Gough, Member and Authorized Agent

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

On this ____ day of _____, 2014, personally appeared before me Blaine Gough, duly sworn, who did say, for himself, that he is a member of Gough Homes, L.L.C., a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company by authority of its Articles of Organization and he duly acknowledged to me that said limited liability company executed the same.

My Commission Expires:

Notary Public - Residing in
Salt Lake County, Utah



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

STAFF REPORT
November 22, 2013

To: Planning Commission
Business Date: December 5, 2013

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

Re: **B & B Zone Change**
Application No.: 131025-1375E
Applicant: Bret Hilton and Brent Pollard
Location: Approximately 1375 E. Country Oak Lane
Zoning: RA2
Parcel Size: 6.12 acres
Request: Zone change from RA2 to RM1

BACKGROUND

This is a request for a rezone from RA2 to RM1 on approximately six acres located on the east side of 1300 East, directly east of the park. The proposed rezone anticipates a townhouse development with a density of eight units per acre. The property (with the exception of the southernmost parcel) was rezoned from RA1 to RA2 on September 17, 2013.

ANALYSIS

General Plan. The land use plan designates this property Low Density Residential, which has a density range of 0-2 units per acre. As such, the land use plan does not support a rezone to RM1, which carries a density of up to eight units per acre.

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

- (e) Approval Standards. A decision to amend the text of this Title or the zoning map is a matter committed to the legislative discretion of the City Council and is not controlled by any one standard. However, in making an amendment, the City Council should consider the following factors:
 - (1) Whether the proposed amendment is consistent with goals, objectives and policies of the City's General Plan;
 - (2) Whether the proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property;
 - (3) Whether the proposed amendment is consistent with the standards of any applicable overlay zone.



- (4) The extent to which the proposed amendment may adversely affect adjacent property; and
- (5) The adequacy of facilities and services intended to serve the subject property, including but not limited to roadways, parks and recreation facilities, police and fire protection, schools, storm water drainage systems, water supplies, and waste water and refuse collection.

Planning Staff. Rezoning the subject property to RM1 does not comply with the city's general plan; RM1 carries a density of up to eight units per acre, and the general plan designation of Residential Low Density contemplates a density of up to two units per acre. That said, staff is forwarding a positive recommendation on this request for RM1 density, based largely on the following factors:

- Though the subject property abuts RA1 and RA2 zoning on the south, it is hemmed in by the UTA rail corridor on the east and a high traffic collector street on the west (1300 East).
- The property abuts the Town Center (TC) zone. Though the TC zone itself only allows residential as part of a mixed use development, high density in the vicinity of the Town Center zone is desirable and even necessary if the envisioned commercial development in the zone is to be realized.
- The IFA TRAX station is approximately a half-mile from the proposed development. In the planning profession it is widely understood that residents are willing to walk between a quarter- and a half mile to get to mass transit. The distance between TRAX and the subject site is about one-third mile, considering that there is a convenient shortcut through the park, which residents would undoubtedly take.
- There are other high density developments in the area, such as Parkstone Estates with a density of six units per acre and Willow Bend Estates with a density of four units per acre. These developments are appropriate for this area as they support the goals of the TC zone and help provide ridership for TRAX.

The planning staff has reviewed this request with respect to the above factors and against the standards of Sub. 9-5-060(e) and feels that RM1 zoning at this location is appropriate. Staff's opinion is that RM1 zoning on the subject site is in harmony with the character of existing development in the vicinity, that it would have no adverse affect on adjacent property, and that it would help support mass transit and the goals of the TC zone.

City Engineer. In a memo dated November 7, 2013, Brien Maxfield with the Engineering Division states:

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

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

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

- a. Connectivity with these parcels is not an issue, as a block. It has fronting access to 1300 East for three of the four included parcels. The last remaining parcel accesses 1300 East through a private lane that would require improvements to become a public street.



However, if the block of parcels becomes a single site, then access is not an issue. 1300 East is currently scheduled to be improved in the area, providing sufficient capacity for any potential use of the proposed zoning and land use amendment.

- b. Willow Creek crosses this block of parcels and will function as the discharge point for storm drainage runoff from the site. Any discharge must still comply with onsite detention required in accordance with the provisions of the site plan requirements within the Draper City Municipal Code. Willow Creek is regulated by Salt Lake County Flood Control.
- c. Sanitary sewer facilities will be provided by South Valley Sewer District. Any site plan application will require a commitment to serve from the Sewer District that facilities are adequate to provide service for the proposed uses.
- d. Culinary water service is provided by WaterPro. Any site plan application will require a commitment to serve from WaterPro that facilities are adequate to provide service for the proposed uses.

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

STAFF RECOMMENDATION

Staff recommends that the Planning Commission send a positive recommendation to the City Council regarding the B & B Zone Change, application 131025-1375, based on the following findings:

1. That Section 9-5-060 of the Draper City Code allows for the amendment of the City's zoning map.
2. That the proposed amendment is 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(c), 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 the proposed rezone would support the goals of the TC zone and help provide ridership for TRAX.

MODEL MOTION

Sample Motion for Positive Recommendation. "I move we forward a positive recommendation to the City Council regarding the B & B Zone Change by Bret Hilton and Brent Pollard, application 131025-1375E, based on the findings listed in the staff report dated November 22, 2013, and the following additional findings:"

1. List additional findings, if any.

Sample Motion for Negative Recommendation. "I move we forward a negative recommendation to the City Council regarding the B & B Zone Change, application 131025-1375E, based on the following findings:"

1. List findings.



DEVELOPMENT REVIEW COMMITTEE ACKNOWLEDGEMENT

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



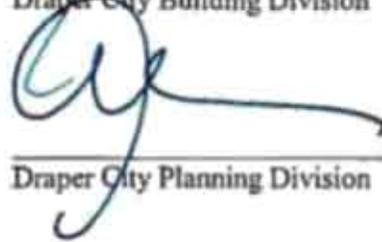
Draper City Engineering Division



Draper City Building Division



Draper City Public Works Department



Draper City Planning Division



Unified Fire Authority

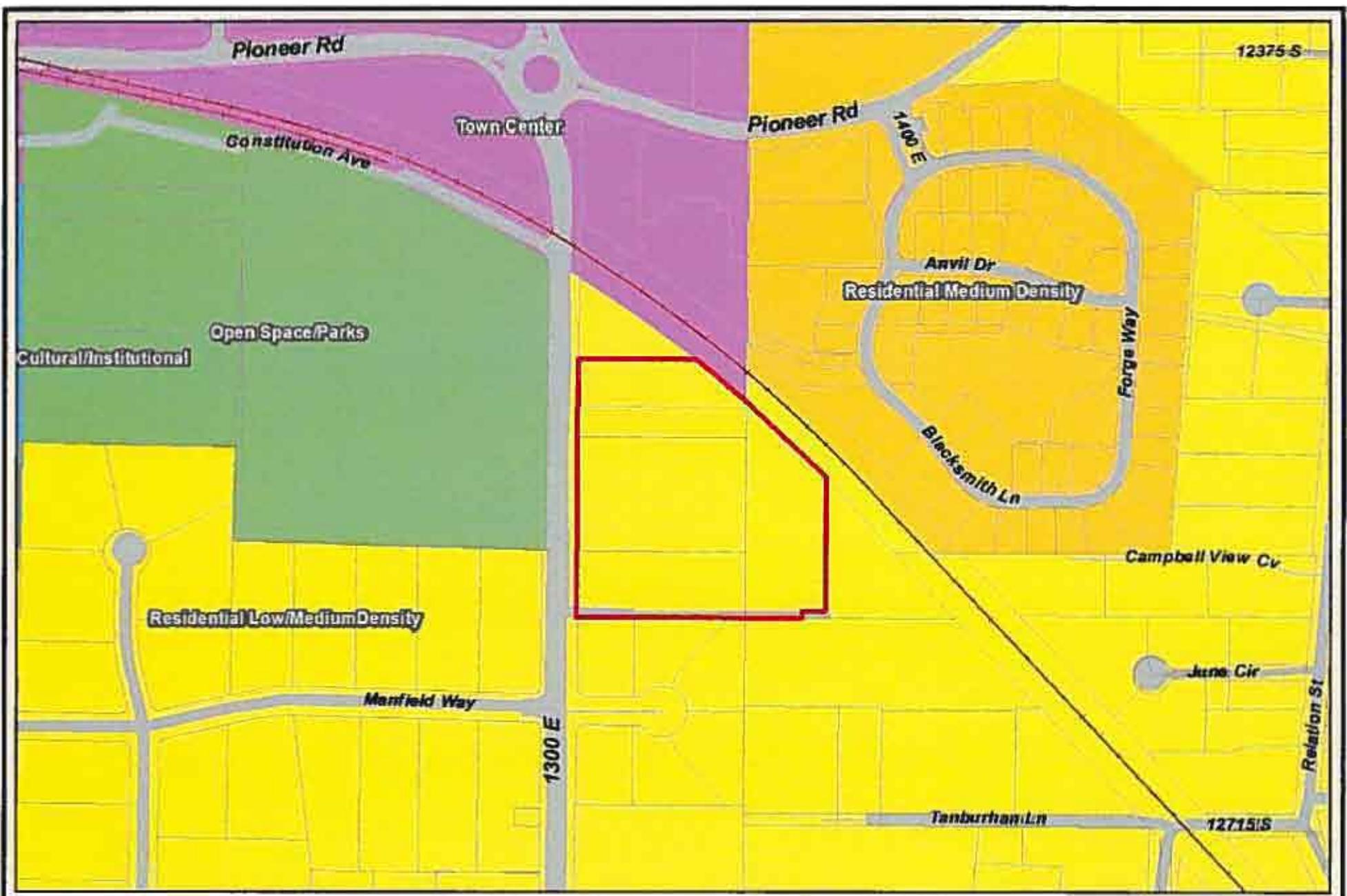


Draper City Legal Counsel



**Aerial Map for Cottages at Country Oaks
Zone Change and Development Agreement**





Land Use Map for Cottages at Country Oaks Zone Change and Development Agreement





**Zoning Map for Cottages at Country Oaks
Zone Change and Development Agreement**



[Return to Agenda](#)

ITEM #15

REQUEST FOR COUNCIL ACTION

To:	Mayor & City Council
From:	Dennis Workman
Date:	7-8-14 for 7-15-14 CC Hearing
Subject:	Tower Signs Text Amendment
Applicant Presentation:	Al Latimer with IG Signs
Staff Presentation:	Keith Morey

RECOMMENDATION:
To adopt Ordinance 1116, which amends the DCMC by allowing tower signs in the freeway frontage zones without consideration of building floor area.

BACKGROUND AND FINDINGS:
Intermountain Health Care has nearly completed the construction of a clinic located on the southeast corner of Pioneer Road and Minuteman Drive. The name of the facility is Draper Intermountain Clinic. The owners of the clinic wish to install a tower sign. However, as the code currently reads, the clinic does not qualify for a tower sign. Subsection 9-26-070 (A)(3)(i), states that “tower signs are permitted only for developments...with 100,000 or more square feet of building floor area.” As such, the new IHC clinic, which has approximately 21,000 square feet of building floor area, does not qualify. Section 9-26-090, however, provides for special regulations to apply to areas of the city that have unique signage allowances. One of these areas is identified as *Freeway Frontage Road*, which includes Minuteman Drive. Sub. 090(B)(2) states that a business or a group of businesses within a single development may have a tower sign as long as it “would otherwise qualify for a tower sign.” This clause throws out IHC’s request for a tower sign because the building has less than 100,000 square feet of building floor area required by Sub. 070(a)(3)(i). Staff sees an apparent contradiction between the 100,000 square feet threshold and the code’s intent to allow businesses on a freeway frontage road to be given special signage consideration. The sign company that has the contract with IHC has submitted an application to amend the text to alleviate this contradiction. As shown on Exhibit A attached hereto, the text would be amended in two different places to clarify that businesses located within an area designated as *Freeway Frontage Road* are allowed a tower sign without consideration of building floor area. The Planning Commission recommended approval based on the following findings:

1. That Subsection 9-5-060(e) allows and outlines the process for amending the text of the DCMC.
2. That the proposed text change is consistent with the goals, objectives and policies of the General Plan.
3. That it was not the intent of 9-26-070 or 9-26-090 to deny businesses located in one of the freeway frontage areas the right to have a tower sign.
4. That the purpose of the text amendment is to fix an oversight in the code.

PREVIOUS LEGISLATIVE ACTION:
June 26, 2014: Planning Commission reviewed and recommended approval of the text amendment.

SUPPORTING DOCUMENTS:

- Ordinance 1116
- Exhibit A
- Staff Report to Planning Commission
- Minutes from Planning Commission hearing of June 26, 2014

ORDINANCE NO. 1116

AN ORDINANCE AMENDING SECTIONS 9-26-070 AND 9-26-090 OF THE DRAPER CITY MUNICIPAL CODE TO ALLOW TOWER SIGNS IN THE FREEWAY FRONTAGE ZONES WITHOUT CONSIDERATION OF BUILDING FLOOR AREA.

WHEREAS, Section 9-26-070-A-3 states that a tower sign is permissible only for developments with 100,000 or more square feet of building floor area; and

WHEREAS, the intent of Section 9-26-090(B) is to provide specialized signage standards for businesses that front the I-15 freeway; and

WHEREAS, the 100,000 square foot threshold contained in 9-26-070-A-3 is inconsistent with the intent of 9-26-090(B); and

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

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

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

Section 1. Findings. In adopting this revision to Sections 9-26-070 and 9-26-090 the City Council finds: 1) that Subsection 9-5-060(e) allows and outlines the process for amending the text of the DCMC; 2) that the proposed text change is consistent with the goals, objectives and policies of the City's General Plan; 3) that it was not the intent of 9-26-070 or 9-26-090 to deny businesses located in one of the freeway frontage areas the right to have a tower sign; and 4) that the purpose of the text amendment is to fix an oversight in the code.

Section 2. Amendment. Sections 9-26-070 and 9-26-090 of the Draper City Municipal Code are hereby amended to read as per attached Exhibit A.

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

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

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

DRAPER CITY

ATTEST:

City Recorder

By: _____
Mayor

Exhibit 'A'

SECTION 9-26-070 PERMITTED ON-PREMISE PERMANENT SIGNS. Permitted signage described in this Section is for specified zones, unless otherwise outlined in Section 9-26-090 where the provisions therein will govern. The area of wall, freestanding, and monument signs are added together in order to arrive at the total sign allowance.

A. Non-Residential Zones.

1. Wall Signs.

- i. For any one side of a building the maximum sign area for each one lineal foot of building wall shall be one square foot.
- ii. When the wall on which the sign is placed is more than 200 feet from any public right-of-way, the maximum sign area for each one lineal foot of building wall shall be 1-½ square feet.
- iii. No part of a building wall sign shall extend above a roofline.
- iv. No part of such signs shall project from a building wall a distance greater than 12 inches.

2. Freestanding and Monument Signs.

- i. The maximum number of signs per street frontage shall be one sign.
- ii. The maximum sign area shall be 24 square feet.
- iii. The maximum height shall be six feet.
- iv. The maximum vertical dimension of the cabinet or panel shall be four feet.
- v. The maximum horizontal dimension of the cabinet or panel shall be ten feet.
- vi. Such signs shall be placed within a landscaped setting of not less than 240 square feet.
- vii. Up to 50 percent of the allowed sign area may be used for a change panel sign in conjunction with the freestanding monument sign.

3. Tower Signs.

- i. Tower signs for developments not located in a freeway frontage zone are permitted only for developments or multiple tenant complexes with 100,000 or more square feet of building floor area, inclusive of all pads within the development, subject to the following:

SECTION 9-26-090(B)

- B. **Freeway Frontage Road.** The intent of this subsection is that the areas of the community directly oriented and related to the I-15 freeway warrant specialized standards for signage where those properties possess limited and unique visibility constraints due to higher speeds of traffic and differences in elevation between businesses and passers-by. Any freestanding business or group of businesses shall be allowed the signs described in this subsection. In addition to subsections (1)(i) and (ii) herein, to qualify for such signs the business or group of businesses, if located on more than one lot or parcel, must have a common driveway and unrestricted cross access between the adjoining lots or parcels.
1. To qualify for such signs the business or group of businesses shall:
 - i. abut or have direct access to those designated sections of Pony Express Road, Minuteman Drive, State Street, 165 W. (Election Rd.), or Bangerter Highway depicted in Exhibit "A" to this chapter;
 - ii. be located on a lot or parcel that abuts Interstate 15. When property abuts I-15 and is not abutting on a designated section of a freeway frontage road, any qualifying freeway frontage road sign must be placed in such a location that it is clearly visible from I-15 traffic and in no case shall the sign be located more than 200 feet from the I-15 right-of-way; or
 - iii. be located within development areas identified within Exhibit "B" to this chapter where the entirety of the development area is entitled to a maximum of one sign identified in subsection (B)(2) herein, in addition to all other allowed signage, except commercial properties on the south side of 11400 South from I-15 to the east property line of the Draper Plaza shopping center where only one tower sign per property is permitted provided all such signs are spaced at no closer than 200 feet to each other. Said allowed signs shall also conform to Section 9-26-090(B)(ii).
 2. Businesses or a group of businesses within a single development which meet the qualifications of subsection (B)(1) ~~and would otherwise qualify for a tower sign~~ may be allowed one of the following sign types:
 - i. one monolithic sign, where:
 - (a) the maximum height shall be 40 feet in the Freeway Frontage Road Designated Area A; the maximum height shall be 30 feet in the Freeway Frontage Road Designated Area B.
 - (b) the ratio of width to height does not exceed 1:4.5;
 - (c) the sign is internally lit; and

- (d) the sign face area shall not exceed 360 square feet, nor 200 square feet measured around the lettered copy within the sign face; or
- ii. one tower sign where:
 - (a) the maximum height shall be 40 feet in the Freeway Frontage Road Designated Area A; the maximum height shall be 30 feet in the Freeway Frontage Road Designated Area B;
 - (b) the tower sign's structural support shall be a minimum width of five feet or a minimum of 36 inches each for signs with two or more structural supports located near the outside width dimensions of the sign;
 - (c) the structural supports of the tower sign shall be finished architecturally with detailed masonry products exclusive of concrete masonry units, brick, or stone, which shall be architecturally and aesthetically designed to match the building or development to which it is associated;
 - (d) the tower sign shall be finished with architectural or decorative elements that serve to relate the sign to the building or development to which it is associated; and
 - (e) the sign area shall not exceed 200 square feet in the Freeway Frontage Road Designated Area A; the sign area shall not exceed 100 square feet in the Freeway Frontage Road Designated Area B.
- 3. Properties eligible for freeway frontage signage allowances outlined within this subsection and which have frontage on two public rights-of-way shall be allowed one monument along the non-freeway frontage street.
- 4. Properties eligible for freeway frontage signage allowances shall be allowed wall signs outlined in Section 9-26-070(A)(1).
- 5. Properties eligible for freeway frontage signage allowances shall be allowed banner signs not to exceed 120 square feet. All other provisions outlined in Section 9-26-080(D) regarding banner signs shall apply.
- 6. Businesses or a group of businesses within a single development which meet the qualifications of subsection (B)(1), which are located in the CBP, CR, CI, or CC zones, and which have 3 acres and have a minimum of 400 lineal feet of lot frontage shall be allowed one electronic message center where:

- i. such signs shall display full color messages or images only and the use of single colored text and images is prohibited;
 - ii. such signs shall display static images for a period of eight seconds before transitioning to another static image;
 - iii. transitions from one static image shall fade out and fade in to the next static image without the use of flashing, animation, or movement whatsoever; and
 - iv. such signs shall come equipped with automatic dimming or photocell technology which automatically adjusts the sign's brightness with natural ambient light conditions which shall not exceed 80% of full brightness during the day and shall not exceed 15% of full brightness after dusk; these settings shall be subject to review at anytime by Draper City.
7. Signage outlined in Sections 9-26-070(A)(4), (5), (6), and (7) shall be allowed as outlined in those subsections.
8. Other Signs. Signage allowable under Sections 9-26-090 and 100 shall be allowed with the added requirements of this subsection.



Development Review Committee

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

STAFF REPORT

June 13, 2014

To: Planning Commission
Business Date: June 26, 2014

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

Re: **Tower Signs Text Amendment**

Application No.: 140609-1020E

Applicant: Al Latimer

Request: To amend the text of Sections 9-26-070 and 9-26-090 to allow tower signs in the freeway frontage zones without consideration of building floor area

SUMMARY

Intermountain Health Care has nearly completed the construction of a clinic located on the southeast corner of Pioneer Road and Minuteman Drive. The name of the facility is Draper Intermountain Clinic. The owners of the clinic wish to install a tower sign, which the DCMC limits to 20 feet in height and defines as: "A high-profile, on-premise sign completely self-supported by supports or other sign apparatus independent of any building or other structure with architectural or decorative elements incorporated into the supports as well as the sign."

As the code currently reads, the clinic does not qualify for a tower sign. Subsection 9-26-070 (A)(3)(i), states that "tower signs are permitted only for developments...with 100,000 or more square feet of building floor area." As such, the new IHC clinic, which has approximately 21,000 square feet of building floor area, does not qualify. Section 9-26-090, however, provides for special regulations to apply to areas of the city that have unique signage allowances. One of these areas is identified as *Freeway Frontage Road*, which includes Minuteman Drive. Sub. 090(B)(2) states that a business or a group of businesses within a single development may have a tower sign as long as it "would otherwise qualify for a tower sign." This clause throws out IHC's request for a tower sign because the building has less than 100,000 square feet of building floor area required by Sub. 070(a)(3)(i). Staff sees an apparent contradiction between the 100,000 square feet threshold and the code's intent to allow businesses on a freeway frontage road to be given special signage consideration. The sign company that has the contract with IHC has submitted an application to amend the text to alleviate this contradiction. As shown on Exhibit A attached hereto, the text would be amended in two different places to clarify that businesses located within an area designated as *Freeway Frontage Road* are allowed a tower sign without consideration of building floor area.

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



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

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

Proposed Changes to the Zoning Ordinance. The applicant proposes to amend Sections 9-26-070 and 9-26-090 as shown on Exhibit A, attached hereto.

Legal Review. In a memo dated June 12, 2014, Doug Ahlstrom states the concern that removing the entire subsection 9-26-070 (a)(3)(i), as requested by the applicant, would allow tower signs for any business anywhere.

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

STAFF RECOMMENDATION

Staff recommends that the Planning Commission forward a positive recommendation to the City Council regarding the proposal by Al Latimer to amend Sections 9-26-070 and 9-26-090, as explained in this staff report.

This recommendation is based on the following findings:

1. That Subsection 9-5-060(e) allows and outlines the process for amending the text of the DCMC.
2. That the proposed text change is consistent with the goals, objectives and policies of the City's General Plan.
3. That it was not the intent of 9-26-070 or 9-26-090 to deny businesses located in one of the freeway frontage areas the right to have a tower sign.
4. That the purpose of the text amendment is to fix an oversight in the code.

MODEL MOTION

Sample Motion for a Positive Recommendation. "I move we forward a positive recommendation to the City Council regarding the proposal to amend Sections 9-26-070 and 9-26-090 of the DCMC, as explained in this staff report, based on the findings listed herein."

1. List any additional findings.

Sample Motion for a Negative Recommendation. "I move we forward a negative recommendation to the City Council regarding the proposed text amendment to amend Sections 9-26-070 and 9-26-090 of the DCMC, as explained in this staff report, based on the following findings:"

1. List all 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.

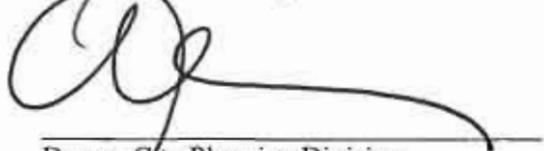
Draper City Engineering Division

Draper City Operations Division

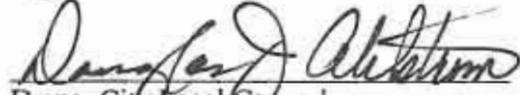
Unified Fire Authority



Draper City Building Division



Draper City Planning Division



Draper City Legal Counsel

Exhibit 'A'

SECTION 9-26-070 PERMITTED ON-PREMISE PERMANENT SIGNS. Permitted signage described in this Section is for specified zones, unless otherwise outlined in Section 9-26-090 where the provisions therein will govern. The area of wall, freestanding, and monument signs are added together in order to arrive at the total sign allowance.

A. Non-Residential Zones.

1. Wall Signs.

- i. For any one side of a building the maximum sign area for each one lineal foot of building wall shall be one square foot.
- ii. When the wall on which the sign is placed is more than 200 feet from any public right-of-away, the maximum sign area for each one lineal foot of building wall shall be 1-½ square feet.
- iii. No part of a building wall sign shall extend above a roofline.
- iv. No part of such signs shall project from a building wall a distance greater than 12 inches.

2. Freestanding and Monument Signs.

- i. The maximum number of signs per street frontage shall be one sign.
- ii. The maximum sign area shall be 24 square feet.
- iii. The maximum height shall be six feet.
- iv. The maximum vertical dimension of the cabinet or panel shall be four feet.
- v. The maximum horizontal dimension of the cabinet or panel shall be ten feet.
- vi. Such signs shall be placed within a landscaped setting of not less than 240 square feet.
- vii. Up to 50 percent of the allowed sign area may be used for a change panel sign in conjunction with the freestanding monument sign.

3. Tower Signs.

- i. Tower signs **for developments not located in a freeway frontage zone** are permitted only for developments or multiple tenant complexes with 100,000 or more square feet of building floor area, inclusive of all pads within the development, subject to the following:

SECTION 9-26-090(B)

- B. Freeway Frontage Road. The intent of this subsection is that the areas of the community directly oriented and related to the I-15 freeway warrant specialized standards for signage where those properties possess limited and unique visibility constraints due to higher speeds of traffic and differences in elevation between businesses and passers-by. Any freestanding business or group of businesses shall be allowed the signs described in this subsection. In addition to subsections (1)(i) and (ii) herein, to qualify for such signs the business or group of businesses, if located on more than one lot or parcel, must have a common driveway and unrestricted cross access between the adjoining lots or parcels.
1. To qualify for such signs the business or group of businesses shall:
 - i. abut or have direct access to those designated sections of Pony Express Road, Minuteman Drive, State Street, 165 W. (Election Rd.), or Bangerter Highway depicted in Exhibit "A" to this chapter;
 - ii. be located on a lot or parcel that abuts Interstate 15. When property abuts I-15 and is not abutting on a designated section of a freeway frontage road, any qualifying freeway frontage road sign must be placed in such a location that it is clearly visible from I-15 traffic and in no case shall the sign be located more than 200 feet from the I-15 right-of-way; or
 - iii. be located within development areas identified within Exhibit "B" to this chapter where the entirety of the development area is entitled to a maximum of one sign identified in subsection (B)(2) herein, in addition to all other allowed signage, except commercial properties on the south side of 11400 South from I-15 to the east property line of the Draper Plaza shopping center where only one tower sign per property is permitted provided all such signs are spaced at no closer than 200 feet to each other. Said allowed signs shall also conform to Section 9-26-090(B)(ii).
 2. Businesses or a group of businesses within a single development which meet the qualifications of subsection (B)(1) ~~and would otherwise qualify for a tower sign~~ may be allowed one of the following sign types:
 - i. one monolithic sign, where:
 - (a) the maximum height shall be 40 feet in the Freeway Frontage Road Designated Area A; the maximum height shall be 30 feet in the Freeway Frontage Road Designated Area B.
 - (b) the ratio of width to height does not exceed 1:4.5;
 - (c) the sign is internally lit; and

- (d) the sign face area shall not exceed 360 square feet, nor 200 square feet measured around the lettered copy within the sign face; or
- ii. one tower sign where:
 - (a) the maximum height shall be 40 feet in the Freeway Frontage Road Designated Area A; the maximum height shall be 30 feet in the Freeway Frontage Road Designated Area B;
 - (b) the tower sign's structural support shall be a minimum width of five feet or a minimum of 36 inches each for signs with two or more structural supports located near the outside width dimensions of the sign;
 - (c) the structural supports of the tower sign shall be finished architecturally with detailed masonry products exclusive of concrete masonry units, brick, or stone, which shall be architecturally and aesthetically designed to match the building or development to which it is associated;
 - (d) the tower sign shall be finished with architectural or decorative elements that serve to relate the sign to the building or development to which it is associated; and
 - (e) the sign area shall not exceed 200 square feet in the Freeway Frontage Road Designated Area A; the sign area shall not exceed 100 square feet in the Freeway Frontage Road Designated Area B.
- 3. Properties eligible for freeway frontage signage allowances outlined within this subsection and which have frontage on two public rights-of-way shall be allowed one monument along the non-freeway frontage street.
- 4. Properties eligible for freeway frontage signage allowances shall be allowed wall signs outlined in Section 9-26-070(A)(1).
- 5. Properties eligible for freeway frontage signage allowances shall be allowed banner signs not to exceed 120 square feet. All other provisions outlined in Section 9-26-080(D) regarding banner signs shall apply.
- 6. Businesses or a group of businesses within a single development which meet the qualifications of subsection (B)(1), which are located in the CBP, CR, CI, or CC zones, and which have 3 acres and have a minimum of 400 lineal feet of lot frontage shall be allowed one electronic message center where:

- i. such signs shall display full color messages or images only and the use of single colored text and images is prohibited;
 - ii. such signs shall display static images for a period of eight seconds before transitioning to another static image;
 - iii. transitions from one static image shall fade out and fade in to the next static image without the use of flashing, animation, or movement whatsoever; and
 - iv. such signs shall come equipped with automatic dimming or photocell technology which automatically adjusts the sign's brightness with natural ambient light conditions which shall not exceed 80% of full brightness during the day and shall not exceed 15% of full brightness after dusk; these settings shall be subject to review at anytime by Draper City.
7. Signage outlined in Sections 9-26-070(A)(4), (5), (6), and (7) shall be allowed as outlined in those subsections.
8. Other Signs. Signage allowable under Sections 9-26-090 and 100 shall be allowed with the added requirements of this subsection.