# CITY COUNCIL AGENDA

Tuesday, June 18, 2024, 5:00 PM
1020 E Pioneer Road
Draper, UT 84020
Council Chambers

## 5:00 PM STUDY MEETING

**Presentation: Alpine School District Split – Representatives from Lewis Roberts Burningham will present a Financial Feasibility Report on a possible school district creation involving Alpine, American Fork, Cedar Hills, Draper (Utah County portion), Highland, and Lehi.**
This may be viewed at the Draper City Hall Council Chambers or on YouTube Live: https://www.youtube.com/live/_86t3NXYrJs?feature=shared

**Report: Parks and Recreation Capital Improvement Projects - Rhett Ogden**

**Update: Draper Days - Kellie Challburg and David Wilkes**

**Closed Session - by Motion**
The Draper City Council may temporarily recess the regular meeting and convene in a closed session to discuss the character, professional competence, or physical or mental health of an individual, pending or reasonably imminent litigation, or the purchase, exchange, or lease of real property, as provided by UCA 52-4-205.

**Council/Manager Reports**

## 7:00 PM BUSINESS MEETING

1. **Call to Order**

2. **Pledge of Allegiance**

3. **Oath of Office: Fire Department**

4. **Public Comments**
To be considerate of everyone attending the meeting, public comments will be restricted to items that are not listed on this or a future agenda and limited to three minutes per person. 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. Consent Items

**5.a Approval of Resolution #24-26**
A Resolution amending the Consolidated Fee Schedule for Draper City.

**5.b Approval of Resolution #24-28**
A Resolution of the Draper City Council appointing Mike Barker as Acting City Manager.

**5.c Approval of Resolution #24-31**
A Resolution of the Draper City Council adopting policies Section 8015 Donated Leave and 8090 Parental Leave of the Personnel Policies and Procedures Manual. Staff: Malena Murray

**5.d Approval of Resolution #24-32**
A Resolution authorizing the Mayor to execute a Real Estate Purchase Contract for the purchase of real property from the Canyons School District.

## 6. Items for Council Consideration

**6.a Public Comment: Ordinance #1616**
Approve Ordinance #1616 adjusting municipal water rates for customers serviced by Draper City. The public is invited to comment on the proposed rate changes.

**6.b Public Hearing: Providing Local Consent for a Full-Service Restaurant License for Kompas Taqueria LLC.**
Staff Report by Travis DeJong

**6.c Public Hearing: Providing Local Consent for a Limited-Service Restaurant License for Sushi Bomb LLC.**
Staff report by Travis DeJong

**6.d Action Item: Resolution #24-29**
A Resolution adopting the 2024 Fraud Risk Assessment for the City of Draper. Staff report by John Vuyk.

**6.e Action Item: Resolution #24-30**
A Resolution of the Draper City Council acting as the governing body of the Traverse Ridge Special Service District adopting and certifying a tax rate for the 2025 taxable year. Staff report by John Vuyk.

**6.f Action Item: Ordinance #1615**
An Ordinance adopting the compensation schedule for statutory employees for Fiscal Year 2024-25. Staff report by John Vuyk.

**6.g Action Item: Resolution #24-33**

A Resolution adopting the acting budget for the time period of July 1, 2024 to June 30, 2025, or until such time as the FY2024-2025 Budget contemplating an increase in property tax is adopted. Staff report by John Vuyk.

**7. Recess to a Community Reinvestment Agency Meeting.**

**8. Adjournment**

I, the City Recorder of Draper City, certify that copies of this agenda for the **Draper City Council** meeting to be held **June 18, 2024**, were posted at Draper City Hall, Draper City website www.draperutah.gov, and the Utah Public Notice website at www.utah.gov/pmn.

Date Posted:

Laura Oscarson, MMC, City Recorder
Draper City, State of Utah

In compliance with the Americans with Disabilities Act, any individuals needing special accommodations or services during this meeting shall notify Laura Oscarson, City Recorder at (801) 576-6502 or laura.oscarson@draperutah.gov, at least 24 hours prior to the meeting.

# MEMO

To: City Council
From: John Vuyk
Date: 2024-06-18
Re: Approval of Resolution #24-26

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Comments:

A resolution amending the Consolidated Fee Schedule for Draper City.

ATTACHMENTS:

Council Packet - Resolution 24-26 - Amending the Consolidated Fee Schedule - June 2024.pdf

# REQUEST FOR COUNCIL ACTION

| | |
|---|---|
| **To:** | **Mayor & City Council** |
| **From:** | **John Vuyk, Finance Director** |
| **Date:** | **June 18, 2024** |
| **Subject:** | **Amending the Consolidated Fee Schedule - June 2024** |
| **Applicant Presentation:** | **None** |
| **Staff Presentation:** | **John Vuyk, Finance Director** |

**RECOMMENDATION:**
Approve Resolution 24-26 amending the Consolidated Fee Schedule of Draper City as proposed.

**BACKGROUND AND FINDINGS:**
The Consolidated Fee Schedule lists fees charged by Draper City to offset regulatory and administrative service costs.

The proposed changes will update water rates as proposed in the FY2025 budget to reflect the increased costs of the services provided. All fee changes have been cost justified based on current City costs.
The proposed changes will also update the fees charged for passport services based on requirements from the Federal Government.

**PREVIOUS LEGISLATIVE ACTION:**
Resolution 24-03 amending the Consolidated Fee Schedule

**FISCAL IMPACT: Finance Review:**
N/A

**SUPPORTING DOCUMENTS:**
- Resolution 24-26
- Exhibit A, Consolidated Fee Schedule

**RESOLUTION NO. 24-26**

**A RESOLUTION AMENDING THE CONSOLIDATED FEE SCHEDULE OF DRAPER CITY.**

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

**WHEREAS**, the City desires to update and clarify the fees for Andy Ballard Arena reservations to cover the cost to the city for administration and overhead; and

**WHEREAS**, the City desires to add weekend service fees to the City Cemetery fees to cover the additional expenses associated with weekend costs; and

**WHEREAS**, the City desires to update and clarify the Park and Recreation and Pavilion User Fees to cover the cost to the city for administration and overhead; and

**WHEREAS**, the proposed amendments comply with state law and benefit the health, safety, and welfare of Draper residents.

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

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

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

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

**PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, ON THIS 18th DAY OF JUNE 2024.**

**ATTEST:** **DRAPER CITY**

**By:_____** **By:_____**
**Laura Oscarson, City Recorder** **Mayor Troy K. Walker**

| **VOTE TAKEN:** | **YES** | **NO** |
|---|---|---|
| **Councilmember Green** | _____ | _____ |
| **Councilmember Johnson** | _____ | _____ |
| **Councilmember T. Lowery** | _____ | _____ |
| **Councilmember F. Lowry** | _____ | _____ |
| **Councilmember Roberts** | _____ | _____ |
| **Mayor Walker** | _____ | _____ |

# CONSOLIDATED FEE SCHEDULE

**(Res 24-26)**

## ADVERTISING AND MAILING FOR POSTPONED ACTION OF A PUBLIC HEARING ITEM (Res 05-51)

A) An Applicant requesting that the City postpone action of an application noticed for a hearing at a public meeting has 90 days to re-notice ---------- $ Actual Cost

*After 90 days the applicant must resubmit application and pay appropriate fees.

## ADVERTISING AND PUBLIC NOTICE FOR LAND USE APPLICATIONS (Res 06-15)

A) Postage - number of property owners within 400 feet of proposed property----------$ Actual Cost
B) Envelopes - number of property owners within 400 feet of proposed property----------$ Actual Cost
C) Signs to be posted on the site ----------$ Actual Cost

## ALARM SERVICES (Ord 344) (Ord 850) (Res 10-47) (Res 16-04) (Res 18-30)

False alarm fees are assessed after four false alarms occur on a rolling twelve-month period. This applies to businesses and residential alarms to include single-family and multi-family dwellings. **(Res 04-38) (Res 08-41) (Res 18-30)**

A) False Alarm Fees.
Businesses
(i) Begins on the 3rd false alarm ---------- Warning letter sent
(ii) Begins on the 4th false alarm and subsequent calls ----------$110.00

Residential
(i) Begins on the 3rd false alarm ---------- Warning letter sent
(ii) Begins on the 4th false alarm and subsequent calls ----------$110.00

B) Late Fees - fees are due on the date the notice is issued by the City: **(Res 02-35) (Res 06-54) (Res 08-41) (Res 18-30)**
(i) An 18 percent fee will be assessed for all balances, collection penalties costs, and attorney's fees beginning 40 days after the notice is issued.

## AMBULANCE

A) Pursuant to Utah Code Annotated 26-8-4(18), Administrative Rule R426-1-8-2, 3, and 4, the Utah Department of Health establishes and orders the maximum allowable base ambulance rate for each fiscal year, which rate shall be the rate assessed by the Draper City Ambulance for ambulance service.

B) Copies of Ambulance Report ----------$5.00

## ANDY BALLARD ARENA RESERVATIONS (Res. 16-04)

A) Arena Reservation Fee (Events charging no admission) **(Res 01-05) (Res 12-12)**
(i) Day Show – 9 am – 10 pm
Resident or Draper City Business ————$300 plus $500 clean-up deposit ($10.00 non-refundable)
Non-resident or Non-Draper City Business $400 plus $500 clean-up deposit ($10.00 non-refundable)
(ii) Hourly charge for use of arena lights **(Res 02-30) (Res 12-12)** ---------- $20.00
B) Kitchen Rental (per day) ---------- $100.00 plus $400 refundable deposit

## ANIMAL CONTROL (Res 18-65)

A) Dog License Fee

(i) Altered (spayed or Neutered)---------- $6.00 annual
(ii) Unaltered ---------- $20.00 annual
(iii) Senior Citizen Fee---------- $5.00 annual
(iv) Senior Citizen Fee---------- $10.00 lifetime
(v) Late Fee---------- $15.00

B) Dog License Replacement Fee ---------- $1.00

C) Dog License Transfer Fee - for transfer of license to other jurisdiction if owners move---------- $1.00

D) Animal Shelter / Impounded Animals **(Res 02-30)**
(i) Dogs – Licensed
(a) 1st confinement---------- $30.00 plus board
(b) 2nd confinement, within 1 year of 1st confinement---------- $50.00 plus board
(c) 3rd confinement, within 1 year of 1st confinement---------- $75.00 plus board
(d) 4th confinement----- $150.00 plus board and owner must contact Animal Control for hearing
(e) 5th confinement----- $175.00 plus board and owner must contact Animal Control for hearing
(ii) Dogs - Not licensed:
(a) 1st confinement---------- $35.00 - plus license fee and board
(b) 2nd confinement---------- $75.00 - plus license fee and board
(c) 3rd confinement---------- $100.00 - plus license fee and board
(d) 4th confinement---------- $200.00 - plus license fee and board
(iii) Cats:
(a) 1st confinement---------- $20.00 plus board
(b) 2nd confinement---------- $30.00 plus board
(c) 3rd confinement---------- $40.00 plus board
(d) 4th confinement-------- $50.00 plus board and owner must contact animal control for hearing
(iv) Small Livestock:
(a) 1st confinement---------- $40.00 plus board
(b) 2nd confinement---------- $50.00 plus board
(c) 3rd confinement---------- $75.00 plus board
(v) Large Livestock:
(a) 1st confinement---------- $50.00 plus board
(b) 2nd confinement---------- $100.00 plus board
(c) 3rd confinement-----$125.00 plus board plus owner must contact Animal Control for hearing
(d) 4th confinement------$150.00 plus board plus owner must contact Animal Control for hearing
(e) 5th confinement-----$175.00 plus board plus owner must contact Animal Control for hearing

E) Boarding Cost per day:
(i) All dogs and cats---------- $8.00
(ii) Small livestock---------- $10.00
(iii) Large livestock ---------- $10.00

F) Adoption Fee **(Res 00-54)**
(i) Dogs - plus neuter/spay charge---------- *$15.00
(ii) Cats - plus neuter/spay charge---------- $10.00

G) Neuter/Spay Charge
(i) Cat – castration ---------- $25.00
(ii) Cat – spay ---------- $35.00
(iii) Dog – castration---------- $40.00
(iv) Dog - spay under 25 lbs.---------- $45.00
(v) Dog - spay 25-50 lbs.---------- $55.00

(vi) Dog - spay 50 -75 lbs. ---------- $65.00
(vii) Dog - spay over 75 lbs.---------- $75.00

*The City will waive the first year's license fee of $6.00 for dogs

H) Traps: Deposit (will be fully refunded when returned)
(i) Small---------- $40.00
(ii) Medium----------$50.00
(iii) Large---------- ----------$100.00

I) Miscellaneous:
(i) Small animal to be euthanized ----------15.00 plus actual costs
(ii) Large animal to be euthanized ----------50.00 plus actual costs
(iii) Copies of animal control reports ----------$4.00

J) Permits:
(i) Commercial Permit---------- $25.00 annual
(ii) Microchipping fee for small & large livestock **(Res 02-30)**---------- $16.00

K) Urban Deer Program:
(i) Control Fee---------- 10% of location cost, not to exceed $500

The Urban Deer Program fee shall be 10% of the fee charged to the City for the removal of urban deer, confirmed to be causing safety hazards and property damage. The fees are contracted with the vendor as set forth by the COR issued by the Department of Wildlife Services.

**ANNEXATION**

A) Deposit against actual costs ---------- $1,000.00

**APPEALS AND VARIANCE HEARING OFFICER (Res 08-36) (Res 14-57)(Res 21-11)**

A) Variance, special exception, appeal of administrative decision ----------$500.00

B) Routine and Uncontested Matters Fee---------- $50.00

C) Administrative Interpretation Fee ---------- $50.00

D) Nonconforming Use Expansion Fee ----------$200.00

E) Zoning Verification Letter Fee ----------$50.00

**BUILDING PERMITS (Res 07-07) (18-70)(20-09)**

A) Building Permit ---------- 100% of the ICC Schedule

The building permit fee for each structure shall be equal to the amount set forth by the International Code Council (ICC). Valuation is determined by the "Building Valuation Data" published by the ICC in Building Safety magazine. A deposit in the amount of $500.00 shall be paid at the time application and/or plans are submitted for review. Said deposit will be applied towards the total fees assessed. Refunds for permits canceled or changed shall not exceed 60% of the building permit fee.

B) Plan Review ---------- 65% of building permit fee

C) Card File Plan Review ---------- $100.00

D) Plumbing Permit ---------- $100.00

E) Mechanical Permit ---------- $100.00

F) Electrical Permit ---------- $100.00

G) Clean-up Fee ---------- $75.00 per lot

To be used to pay for general clean-up of surrounding areas where debris has blown off building lot. Builder is still responsible for maintaining dumpster and controlling debris on the lot.

H) Retaining Wall Permit ---------- $250.00

I) Recheck of lost plans ---------- $100.00

J) Re-inspection ---------- $70.00 per inspection

K) Public Infrastructure Repair and Restoration Bond for projects where public improvements are potentially affected: **(Res 08-48, Res 09-06)**

(i) New residential, commercial, and industrial buildings ----------$5,000

(ii) Pools and accessory buildings and structures----------$2,500

L) Solar Panel Review---------- $606.00 per inspection

M) Temporary Noise Permit ---------- $25.00

N) Extension ---------- $100.00

**BUSINESS LICENSES**

In accordance with the provision of Section 6-2-030 of the Ordinance of the City of Draper, each business, vocation, trade, calling or profession shall pay an annual license fee as follows:

Business license fees for renewal businesses shall be due and payable on or before the anniversary date of the business license each year. If the license fee is not paid by the anniversary date, a twenty-five percent (25%) penalty of the amount of the fee shall be added to the original amount due. If the license is not paid within 30 days of the anniversary date, a fifty percent (50%) penalty of the amount of the fee shall be added to the original amount due. If the fee is still not paid within 60 days, a seventy-five percent (75%) penalty of the amount of the fee shall be added to the original amount due. If the fee is still not paid within 90 days, a one hundred percent (100%) penalty of the amount of the fee shall be added to the original amount. **(Res 04-72)**

A) General Business License Base Fee **(Res 00-23)**$75.00 plus

Each owner and employee----------$7.00

In addition to the above annual fee, the following business, vocation, trade, calling, or profession shall pay an annual license fee as applies:

B) Administrative Processing Refund Fee ---------- $35.00

C) Alcoholic Beverage License Fee (**Res 18-19**)----------$300.00

(i) Single Event Permit $100.00 per day up to $300.00 plus $100.00 for a Temporary Business License.

D) Change of Ownership of Business **(Res 04-72)** ---------- Reapply/$50.00

E) Change of Location of Business **(Res 04-72)** ---------- $50.00

F) Change of Business Name **(Res 04-72)** ---------- $25.00

G) Christmas Tree Lot - Clean-up fee of location---------- $250.00 deposit
Deposit to be returned after cleanup

H) Cigarette Sales ---------- $15.00

I) Day Care annual inspection fee **(Res 00-23)**
(i) Up to 7 children ---------- $25.00
(ii) Over 7 children ---------- $50.00

J) Fireworks ----------$325.00
Temporary Stands Cleanup deposit **(Ord 438)**----------$250.00

K) Kennels:
(i) Class A - 3 to 15 animals ---------- $30.00
(ii) Class B - 16 to 30 animals ---------- $40.00
(iii) Class C - more than 30 animals ---------- $50.00

L) Lounge ---------- $50.00

M) Massage Parlors - plus proof of State License----------$100.00

N) Masseur - plus proof of State License----------$100.00

O) Mini-Storage Warehousing---------- $1.00 per unit

P) Mobile Home Park----------$1.00 per lot

Q) Multi-Family Rental Dwelling Units---------- $75.00 annual fee plus $3.00 per unit per year

R) Peddlers & Solicitor's Fees **(Res 04-65)**
(i) Base Fee per Company----------$100.00 (annual)
(ii) Individual Solicitor's Fee ---------- $10.00
(iii) Name ID Tag---------- $25.00

S) Pre-School - annual inspection fee **(Res 00-23)**
(i) Up to 7 children ---------- $25.00
(ii) Over 7 children ---------- $50.00

T) Single/Special Event License **(Ord 456) (Res 15-11)** ---------- $20.00

U) Service Stations---------- $60.00 plus $2.50 per pump

V) Sexually-Oriented Business
(i) Adult businesses---------- $300.00 plus $2,000.00 Bond
(ii) Semi-nude dancing bars---------- $300.00 plus $2,000.00 Bond

(iii) Outcall businesses ---------- $600.00 plus $2,000.00 Bond
(iv) Nude entertainment ---------- $450.00 plus $2,000.00 Bond

W) Sexually-Oriented Employees/Dancers ---------- S.O.B. License plus $2,000.00 Bond
(i) Semi-nude dancer ---------- $200.00 plus $15.00 work card
(ii) Nude entertainer ---------- $300.00 plus $15.00 work card
(iii) Non-performing employee ---------- $100.00 plus $15.00 work card
(iv) Outcall service employee ---------- $300.00 plus $15.00 work card
(v) If employee applies for two licenses ---------- The highest fee plus $40.00

X) Sporting, musical, or other spectator events per day impact
(i) Anticipated Admissions:
(a) 1 – 100 ---------- $30.00
(b) 100-500 ---------- $150.00
(c) 500 - 1,000 ---------- $400.00
(d) 1,000 - 5,000 ---------- $1,000.00
(e) Over 5,000---------- $2,000.00 or 1-1/2% of projected gross receipts whichever is greater

Y) Spray Painting Booth/Car Painting ---------- $50.00

Z) Stable ---------- $50.00 plus $3.00 per horse

AA) Seasonal license fee (4 months) **(Res 00-23)** ---------- $80.00

BB) Temporary license fee (90 days) **(Res 00-23)** ---------- $60.00

CC) Theaters---------- $100.00 per screen

DD) Vehicle Fee
(i) Between 21,000-24,000 lbs ---------- $22.50 per vehicle
(ii) Between 24,000-27,000 lbs ---------- $25.00 per vehicle
(iii) Between 27,000-30,000 lb ---------- $27.50 per vehicle
(iv) Vehicles over 30,000 lbs ---------- $30.00 per vehicle

**CANCELLATION OF DRAPER CITY FACILITY OR PROPERTY RENTAL** **(Res 06-68)**

A) Fee for cancellation of rental of Draper City facilities or property---------- $10.00

**CEMETERY** **(Res 06-75) (Res 14-45)**

A) Fee for opening & closing of standard size grave (Weekdays)---------- $475

B) Fee for opening & closing of standard size grave (Weekends & Holidays)---------- $675

C) Fee for opening & closing of less than standard size grave (Weekdays)---------- $300

D) Fee for opening & closing of less than standard size grave (Weekends & Holidays)---------- $500

E) Fee for opening & closing of cremation grave (Weekdays) ---------- $200

F) Fee for opening & closing of cremation grave (Weekends & Holidays) ---------- $400

G) Fee for marking the location of the head stone---------- $25

H) Fee for disinterment of grave (includes opening & closing of grave)----------$475

I) Fee for issuance of Right to Burial or internment certificate ----------$25

J) Fee for sale of Right to Burial ----------$500

**CITY HALL RENTAL (Res 99-03)**

All persons renting Draper City facilities must comply with Draper City policy regarding rentals and sign a "Draper City Facilities Use Agreement" prior to renting the facilities. Existing Draper City recreation basketball will continue to rent space at the same rate as existed prior to implementation of this fee schedule.

A) Room Reservation Fee for Non-Profit Groups* (during business hours - 8:00 a.m. to 5:00 p.m.)
   (i) Room Rental Fee----------No charge
   (ii) Security Deposit - more than 40 people ----------$50.00 or $0.50 per person whichever is greater
B) Room Reservation Fee for Non-Profit Groups* (after business hours, not to exceed 10:00 p.m.)
   (i) Room Rental Fee
      (a) First two hours ---------- $50.00
      (b) Each additional hour---------- $20.00
   (ii) Security Deposit - more than 40 people ----------$50.00 or $0.50 per person whichever is greater
   (iii) Custodian Fee----------$12.50 per hour (2 hour minimum)

C) Room Reservation Fee for Private or Profit Groups (during business hours - 8:00 a.m. to 5:00 p.m.)
   (i) Room Rental Fee
      (a) First two hours---------- $50.00
      (b) Each additional hour ---------- $20.00
   (ii) Security Deposit----------$75.00 or $0.50 per person whichever is greater

D) Room Reservation Fee for Private or Profit Groups (After business hours, not to exceed 10:00 p.m.)
   (i) Room Rental Fee
      (a) First two hours ---------- $75.00
      (b) Each additional hour---------- $25.00
   (ii) Security Deposit----------$75.00 or $0.50 per person whichever is greater
   (iii) Custodian fee----------$12.50 per hour (2 hour minimum)

E) Filming Fee for Non-Profit Groups* (per day)
   (i) Room Rental Fee
      (a) 1-7 people----------$250.00 plus $500.00 security deposit
      (b) 8-15 people ----------$500.00 plus $750.00 security deposit
      (c) Over 16 people----------$1,000.00 plus $1,500.00 security deposit

F) Filming Fee for Private or Profit Groups (per day)
   (i) Room Rental Fee
      (a) 1-7 people----------$500.00 plus $500.00 security deposit
      (b) 8-15 people ----------$750.00 plus $750.00 security deposit
      (c) Over 16 people----------$1,500.00 plus $1,500.00 security deposit
G) Room Reservation Fee for Current Elected Officials representing Draper City
   (i) Room Reservation Fee if conducting business with Draper City constituents ----------$0.00
   (ii) Security Deposit----------$0.00
   (iii) Custodian Fee----------$0.00
   (iv) Room Reservation must occur during the week – Monday – Friday. If room rental is on the weekend, custodian fees of $12.50 per hour (2 hour minimum) are applicable
   (v) Room reservation fees for Non-profit Groups apply if room is reserved for campaigning purposes.

*Groups sponsored by Draper City are exempt from any room rental or custodian fee.

**CONDITIONAL USE PERMITS** **(Res 01-28) (Res 07-25)**

A) Home occupation conditional use **(Res 01-05)**---------- $60.00

B) All other ----------$500.00

C) Appeal of Planning Commission Action----------$200.00

**CONDUIT FINANCING** (bond issuance for private entities) **(Res 07-36)**

A) Application Fee. Any party requesting the city to act as an issuer on its behalf shall submit an initial application containing such information as is required by the city and pay a nonrefundable application fee of two thousand five hundred dollars ($2,500) for a new issue and five hundred dollars ($500) for a refunding issue. This fee, when received, shall be applied as a credit against the issuance fee.

B) Issuance Fee--New and Refunding Issues----------$7,500.00
plus:
(i) 0.15% per first $5,000,000.00 in principal
(ii) 0.10% per second $5,000,000.00 in principal
(iii) 0.075% per third $5,000,000.00 in principal
(iv) 0.05% for all amounts in excess of $15,000,000.00

The minimum fee for any issue shall be fifteen thousand dollars. All issuance fees shall be payable at closing.

C) Annual Maintenance Fee. In addition to the application and issuance fees, a conduit borrower shall be subject to an annual maintenance fee to be paid to the city. Calculation and payment of the fee to the city shall be provided for in the bond documents, made annually on the anniversary date of the issuance, and shall be a duty of the trustee. The fee shall be calculated at an annual rate equal to four basis points (four one-hundredths of one percent) of the principal amount of the bonds then outstanding. The minimum annual maintenance fee for any issue shall be one thousand dollars and the maximum annual maintenance fee for any issue shall be ten thousand dollars.

D) Bank Qualification Fee. In addition to the application, issuance and maintenance fees, a conduit borrower shall be subject to pay the net present value cost of losing bank-qualification designation, or difference between bank-qualified and not bank qualified bonds that the city may wish to issue. The city assumes that each conduit borrower will pay this fee irregardless of whether bank qualification was lost because of another conduit borrower. If the city has issued debt and reduced the bank qualified portion available to the city, then the amount required from the conduit borrower will be reduced proportionally.

E) Financial Advisor Fee. In addition to the application, issuance, maintenance and bank qualification fees, a conduit borrower shall be subject to pay the total cost of the city's financial advisor fee for each transaction. As per the city's contract with Zions Bank Public Finance, a charge of two dollars ($2.00) per one thousand dollars ($1,000) in bonds issued will be assessed.

**DEMOLITION PERMITS**

A) Demolition permit ---------- $50.00

**ELECTRIC VEHICLE CHARGING STATION** **(Res. 20-31)**

(A) Charging Station Fees
(i) Level 2 Chargers (cost per kilowatt hour, first four (4) hours)----------$1.00/hr
(ii) Level 2 Chargers Parking Stall Fee (charged after first four (4) hours of use per hour) -------$2.00/hr
(iii) Maximum Fee ---------- $20.00/charging station

**ENCROACHMENT PERMITS** **(Res. 22-18)**

A) Bond Required
   (i) Lateral Excavations----------$2,000.00 cash bond for each excavation up to 10 excavations per year or $50,000.00 improvement completion assurance bond for an unlimited number of excavations greater than 10 excavations per year* If the amount of repair exceeds $2,000.00 a cash bond of 110% of the total amount is required.
   (ii) Longitudinal Excavation----------$2,000.00 cash bond for each 100 ft. of fraction* If amount of repair exceeds $2,000.00 a cash bond of 110% of the total amount is required.
   (iii) Sidewalk----------$25.00 per linear foot cash bond
   (iv) Curb and Gutter----------$45.00 per linear foot cash bond

   *Utility companies with bond are not required to place a bond.

B) Application Fee
   (i) Encroachment Permit Application Fee (up to two reviews per application)---------- $25.00
   (ii) Application Re-review Fee or Expired Application Renewal ----------$25.00

C) Permit Fees
   (i) Boring under existing pavement (no cut in public way) ----------$260.00 plus
   Additional Pot Holes (four (4) included with permit fee) ----------$25.00
   Linear Foot Fee ----------$0.10/linear foot
   (ii) Cut in pavement (or within 3 feet)
   Surfacing less than 2 years old ---------- $1,500.00 plus $0.40 per square foot
   Surfacing over 2 years old----------$300.00 plus $0.20 per square foot
   (iii) Narrow Trench excavation ----------$120.00 plus $0.45 per linear foot
   (iv) Off pavement (minimum 3 feet) ----------$260.00 plus $0.20 per square foot
   (v) All other encroachments (utility maintenance, manhole access, storage, etc.)----------$260.00

D) Penalty in addition to permit fee (cut without permit or violation of City standards) -------Double the permit fee

E) Road Closure Authorization ----------$500.00 per day for arterial roads
   $250.00 per day for collector roads
   $100.00 per day for all other

F) Winter Fees from 15 October to 15 April .....Double the bond amount

**FIRE DEPARTMENT** **(Res. 17-68) (Res. 18-19)**

A) Daycare/Preschool (annually) up to 7 children---------- $50.00
   (i) Over 7 children---------- $75.00

B) Assisted Living Facilities (annually)----------$150.00

C) Retirement Facilities (annually) ----------$250.00

D) Group Home/Residential Treatment Facility (annually)----------$150.00

E) Aerial Fireworks Display (Private Show)----------$250.00

F) Fire Department Standby Per Unit/Apparatus (per hour)----------$250.00
   (i) Per Firefighter/Inspector (per hour) ---------- $75.00

G) Temporary Firework Stands/Sales ----------$250.00

(i) Deposit ----------$250.00

H) Tent, Canopies, & Temporary Membrane Structures (in excess of 400 sq. ft.)----------$100.00

I) High Pile Combustible Storage (up to 20 ft.)----------$150.00
(i) (above 20 ft.) ----------$250.00
(ii) Tires (>6 ft.)----------$250.00

J) Open Burning---------- $25.00

K) Fire Investigation Report (cost of media is not included)---------- $25.00

L) Mobile Food Truck Inspections----------$100.00
(i) 1st Re-inspection ----------FREE
(ii) 2nd Re-inspection ---------- $50.00
(iii) 3rd Re-inspection---------- $75.00

M) Alternative Life Safety Systems Plans Examination & Acceptance Testing (per hour) ---------- $75.00
(i) Hood Suppression Systems---------- $75.00
(ii) Clean Agent Systems ---------- $75.00
(iii) Carbon Dioxide Systems---------- $75.00
(iv) Clean Room Systems ---------- $75.00
(v) Supplemental Alarm Systems---------- $75.00

N) Commercial False Alarm (annually)----------1st FREE
(i) 2nd False Alarm ----------$250.00
(ii) 3rd False Alarm ----------$350.00
(iii) Additional False Alarm Requires Fire-watch (maximum of 30 days)

O) Residential False Alarm (annually)----------1st FREE
(i) 2nd False Alarm ----------$100.00
(ii) 3rd False Alarm ----------$200.00

P) Re-inspections (failure to complete outstanding items from initial inspection)
(i) 2nd Re-inspection ---------- $75.00
(ii) 3rd Re-inspection---------- $75.00
(iii) 4th Re-inspection ----------$150.00

Q) Residential Fire Sprinkler System Inspections (2 included) ---------- $75.00
(i) Re-inspection---------- $75.00
(ii) 2nd Re-inspection ----------$150.00

R) Temporary Know Box Deposit (ea.)----------$350.00
(i) Know Pad Lock Deposit (ea.) ----------$125.00

**FIRE AND EMERGENCY MEDICAL SERVICES FACILITIES IMPACT FEE – New Residential and Commercial Development** (paid when building permit is issued) **(Ord 388) (Ord 597) (Res 04-52) (Res 05-04)(Res 16-58)**

All residential types and/or commercial development shall install all required fire protection systems.

A) Single Family Residential----------$71.00 per dwelling unit

B) Multi Family Residential----------$75.00 per dwelling unit

C) Commercial ----------$97.00 per 1000 SF gross lease area

D) Office----------$47.00 per 1000 SF

E) Industrial ----------$5.00 per 1000 SF

**GENERAL PLAN AMENDMENTS** **(Res 01-05)(Res 21-11)**

A) Text or Map Amendment ---------- $2,000.00
B) Master Area Plan or Master Area Plan Major Amendment ---------- $2000.00
C) Master Area Plan Minor Amendment ---------- $200.00

**GEOLOGIC HAZARD REPORTS – Review of geologic /geotechnical reports submitted for development** (paid prior to City Council / Planning Commission / Department action) **(Res 06-47)(Res 16-58)(Res 19-66)**

**Applicant shall pay the actual direct costs which shall be deducted from the deposit. Remaining funds in excess of the actual direct costs shall be refunded to the applicant**

(i) Residential – Single Lot Geotech Deposit---------- $3,000
(ii) Residential – Subdivision Geotech Deposit---------- $5,000
(iii) Retaining Wall Geotech Deposit---------- $500
(iv) Commercial Geotech Deposit ----------$1,000
(v) Any application located in a Geologic Hazards Area will be charged an additional deposit -------$1,000

**GRADING PERMIT**

A) Grading Permit ----------100% of UBC Schedule

**HAZARDOUS MATERIALS PERMIT FEES** – as per 2015 IFC Section 105 (Res. 17-68) (Res. 18-19) (Res 18-70)

Authorization by Code:
IFC 105.1.1 Permits Required, Fees Can be Assessed IFC 113.1 Permit Fees
IFC 105.1.2 Types of Permits
IFC 105.2.2 Inspection Authorized

A) Hazardous Materials (annually) *
   (i) Solid lbs. (< 500 lbs.) ----------$200.00
   (ii) Liquid Gal. (< 55 gal.)----------$200.00
   (iii) Gas Cub. ft. (< 200 cub. ft.) (Corrosive or Oxidizer) ----------$200.00
   (iv) Oxygen (< 500 gallons cub. ft.) ----------$200.00

B) Hazardous Materials (annually) *
   (i) Solid lbs. (> 500 lbs.) ----------$250.00
   (ii) Liquid Gal. (> 55 gal.)----------$250.00
   (iii) Gas Cub. ft. (> 200 cub. ft.) (Corrosive or Oxidizer) ----------$250.00
   (iv) Oxygen (> 500 gallons cub. ft.) ----------$250.00

C) "H" Occupancy Backup Generator (annually) ** ---------- $150.00

D) "H" Occupancy Hazardous Materials Dispense & Use (annually) *

(i) Liquid Gal. (< 500 gal. tank.)----------$200.00
(ii) Gas Cub. ft. (< 500 cub. ft.) ----------$200.00

E) "H" Occupancy Hazardous Materials Dispense & Use (annually) *
(i) Liquid Gal. (> 500 gal. tank.)----------$500.00
(ii) Gas Cub. ft. (> 500 cub. ft. or any highly toxic gas)----------$500.00

F) Other Occupancy Hazardous Materials Dispense & Use (annually) **
(i) Liquid Gal. (> 500 gal. tank.)----------$200.00
(ii) Gas Cub. ft. (> 500 cub. ft.) ----------$200.00

G) Aerosol Products (annually) **
(i) Gas Cub. Ft. (> 500 lbs.)----------$200.00

H) Flammable Cryogenic Fluid (annually) **
(i) Liquid Gal. (indoors > 1 gal. outdoors > 60 gal.)----------$200.00

I) Storage Tanks (above ground) Installation (flammable) *
(i) Gas Cub. Ft. (< 500 cub. ft.) ----------$200.00
(ii) Oversight of installation (per hour) ** ---------- $75.00

J) Storage Tanks (below ground) Installation (flammable) *
(i) Gas Cub. Ft. (< 500 cub. ft.) ----------$200.00
(ii) Oversight of installation (per hour) ** ---------- $75.00

K) Storage Tanks (above ground) Installation/removal (flammable/combustible) *
(i) Liquid Gal. (> 500 gal.) ----------$400.00
(ii) Oversight of installation/removal (per hour) **---------- $75.00

L) Storage Tanks (below ground) Installation/removal (flammable/combustible) *
(i) Liquid Gal. (> 500 gal.) ----------$400.00
(ii) Oversight of installation/removal (per hour) **---------- $75.00

M) Pyroxylin Plastics, Cellulose Nitrate (pyroxylin) Plastics (annually) *
(i) Solid lbs. (> 25 lbs.) ----------$200.00

N) Body Shop/Garage (under 5000 sq. ft.) (annually) ** ---------- $200.00
(i) Over 5,000 sq. ft. (annually) ----------$400.00

O) Gas Station (annually) *---------- $200.00

P) Open Flame for Proximal Audience/Approved Indoor Fireworks
(i) Per Event * ----------$200.00
(ii) Per Firefighter/Inspector (per hour) ** ---------- $75.00

Q) Open Flame for Assembly Occupancy----------$200.00

R) Application of Flammable Finishes, Spray, or Dip) ** ---------- $200.00
(i) More than 9 sq. ft. for Flammable Liquid Spray Application or > 55 Gal. for Dip Tank Operations

S) Fire Stand-by, Special Events (concerts, sports events, pyrotechnics, etc.) (per hour/per inspector)** $75.00

T) Carnivals & Fairs/Outdoor Assembly Events ----------$250.00

U) Blasting Permit

(i) Annual Permit----------$350.00
(ii) Single Event Permit---------- $75.00

* Fees are assessed separately
** Fees are assessed accumulatively (added to base line permit fee)

**LAND DISTURBANCE PERMIT** **(Res 01-05)**

A) Land Disturbance Permit ---------- $50.00

**OVERHEAD UTILITY** **(Ord 340)**

A) Fee in Lieu of Converting Existing Overhead Utility Facilities to Underground Facilities- $80.00 per lineal foot

**PARK AND RECREATION AND PAVILLION USER FEES** **(Res 05-51) (Res 12-12) (Res 14-08)(Res 18-70)(R-21-25)**

A) Pavilion - ½ day* Defined as 9:00 a.m. – 3:00 p.m. OR 4:00 p.m. – 10:00 p.m.
   (i) Resident or Draper City Business
      Large Pavilions: Draper Park North and Galena Park Pavilions---------- $50.00
      Small Pavilions: Steep Mountain, Smith Fields, Draper South Pavilions---------- $40.00
   (ii) Non-Resident or Non-Draper Business
      Large Pavilions: Draper Park North and Galena Park Pavilions---------- $80.00
      Small Pavilions: Steep Mountain, Smith Fields, Draper South Pavilions----------$70.00
   (iii) Cleaning Deposit (to be refunded upon inspection of pavilion) ---------- $100.00
   (iv) Cancellation Fee:
      Processing Fee ---------- $10.00
      If made 45 calendar days prior to reservation---------- Full refund
      If made after 45 calendar days---------- No refund
      (Deposit is always refunded for canceled reservations)

B) Non-City/Outside Agency Field rentals (ball diamonds, soccer fields, etc.) **(Res 09-09)(Res 14-08)(Res 20-09)**
   (i) Resident ---------- $20.00 per hour per field (9am – 9 pm daylight hours)
   (ii) Non-Res ---------- $25.00 per hour per field (9am – 9 pm daylight hours)
   (iii) Per Player fee: (for large agencies or leagues who schedule fields for a defined season on a reoccurring basis and work in partnership with Draper City. To be paid by League after final registration and total participating players are known:
      (a) Resident ---------- $15.00
      (b) Non-resident ---------- $20.00
   (iv) Lights at all parks ----------$25.00 per hour
   (v) Additional City staff ball diamond prep, soccer paint/set up ---------- $35.00 per field (initial field prep included in base rental)
   (vi) City sponsored programs & events in co-operation with Draper Parks and Recreation- No charge
   (vii) Upon Director or Manager approval, park rental fee may be waived for renter on conditions of Draper City and/or its programs being able to use renters' facilities free of charge or comparable rate.
   (viii) Cancellation Fee:
      Processing Fee ---------- $10.00
      If made 45 calendar days prior to reservation---------- Full refund
      If made after 45 calendar days---------- No refund
      (Deposit is always refunded for canceled reservations)
   (ix) Refundable security deposit – field rentals
      a. 1- 4 rental hours---------- No deposit
      b. >4 rental hours---------- $400.00

C) Recreation User Fees and Admissions **(Res 14-08)**

(i) Fee's charged for Draper City Recreation Department including youth and adult sports programs, events, ~~cases~~, concerts, shows, camps, etc. are to be set by the Recreation Director or Manager and may fluctuate or change year-to-year or season-by-season depending on costs, cost recovery, program costs, artist cots, etc.

(ii) Recreation Program Cancellation Fees

a. If cancellation is made while program registration is still open----------$10.00
b. If cancellation is made after registration closing but prior to starting----------50% of fee
c. If cancellation is made after program starts----------No refund
d. Recreation Director or Manager may approve refunds for "extreme" or "hardship" situations on a case-by-case situation.

D) Historic Park - Rental **(Res. 02-30)(Res. 12-12)**

(i) Per event----------$250.00
(ii) Cleaning Deposit (to be refunded upon inspection of pavilion) ----------$100.00

E) Trail Use Fees for Special Events (Outside Agencies) **(Res. 12-12)**

(i) Trail Event use fee (per event)----------$200.00
(ii) Trail Event use security deposit (refundable)----------$200.00
(iii) Participant Fee - Corner Canyon and primitive trails (to be collected after event based on total # of participants)

a) All Bike Events ----------$5.00 per participant
b) All Running Events ----------$3.00 per participant
c) All Equestrian Events ----------$5.00 per participant

F) Amphitheater Fees **(Res. 12-12) (Res. 12-36) (Res 18-30)**

(i) Amphitheater Rentals NOT charging admission. Rentals are for a total of 4 hours each.

(a) Tier #1 (under 200 users, front of stage and seating area only)
Resident or Draper City Business ---------- $250.00
Non-resident or Non-Draper City Business ---------- $350.00

(b) Tier #2 >201 users
Resident or Draper City Business ---------- $700.00
Non-resident or Non-Draper City Business ---------- $850.00

(c) Security Deposit (refundable) **(Res. 12-36)** ---------- $500.00

(ii) Amphitheater Rentals Charging Admission

(a) Rental Daily Rate (seating, full stage/backstage, houselights/sound) ----------$1,500.00
(b) Amphitheater Technical coordinator – 6 hr. minimum ----------$ 120.00
(c) Amphitheater Technical coordinator per additional hour ----------$ 20.00
(d) Cleaning Fee ----------$ 100.00
(e) Security Deposit (refundable) ----------$ 200.00
(f) Per ticket fee (paid to the City for each actual ticket sold by renter) ---------- $ 1.00
(g) Per ticket fee charged by City when events are cosponsored by outside agency/promoter:

1. $0.00 – 10.00 ----------$ 2.00
2. $10.01 – 25.00 ---------- $ 3.00
3. $25.01 – 40.00 ----------$ 4.00
4. $40.01 – above ---------- $ 5.00

(To be paid to the City based on actual tickets sold by outside cosponsoring agency)

**(iii)** Optional rental items during private rental (Res 18-30)

(a) Lights cues/light show by staff ----------$ 40.00
(b) House video projector and screen ----------$ 50.00
(c) Piano ---------- $ 50.00
(d) Piano tuning prior to rental ----------$ 150.00

G) Day Barn Rental Fees **(Res. 12-12) (Res. 13-32) (Res 14-08)**
Rentals will be available for 2 time blocks: 9 a.m. – 3 p.m. or 4 p.m. – 10 p.m. for the Weekday rental days of Monday, Tuesday, Wednesday and Thursday. For Weekend rentals, only one reservation will be allowed on the day of Friday, Saturday and Sunday. Weekend rental times are 9 a.m. – 10 p.m. Rentals include use of building, restrooms, (12) 66" circular tables, (96) chairs and (2) 8-ft banquet tables.

(i) Rental rate per each block for Resident/Draper Business on weekdays---------- $225.00
(ii) Rental rate per each block for Non-Resident/Non-Draper Business on weekdays -------- $300.00
(iii) Rental rate for each weekend day (Fri., Sat., Sun.) for Resident/Draper Business-------- $500.00
(iv) Rental rate for each weekend day (Fri., Sat., Sun.) for Non-Resident or Business-------- $600.00
(v) Security/Cleaning Deposit per rental (refundable)---------- $500.00
(vi) Cancellation Fees:
(a) Processing Fee ---------- $10.00
(b) If made 60 calendar days prior to reservation---------- Full refund
(c) If made 30 – 59 calendar days prior to reservation---------- 50% of fee
(d) If made <30 calendar days prior to reservation---------- No refund
(e) (Deposit is always refunded for canceled reservations)

H) Special Event Application Review and Permit Fee **(Res 15-11) (Res 16-04)(Res 16-40)**---------- $50.00

(i) Late Notification ----------$175.00
(ii) Large Scale Special Event Fee (Over 500 participants and spectators)----------$250.00

I) Filming Event Application Review and Permit Fee ----------$50.00
(i) Fee covers three (3) site locations ----------$175.00
(ii) Fee for additional locations, per three (3) locations----------$175.00

J) City Support Services Fee---------- ----------$50.00
(i) Parks Technician (per hour with two hour minimum)----------$175.00
(ii) Parks Manager (per hour with two hour minimum)----------$175.00

K) Voluntary Bike Permit Donation Fee ----------$50.00
(i) Draper Resident Permit----------$175.00
(ii) Non Resident permit----------$175.00

L) Brookside Trailhead Reservation **(Res 20-09)** ---------- $100.00

M) Draper Cycle Park Lot Reservation **(Res 20-09)** ----------$50.00
N) Parks and Recreation Maps for public **(Res 20-09)**
(i) 2' x 3' illustrated trail system map ----------$20.00
(ii) Cloth foldable trail map ----------$15.00
O) Memorial Bench (Includes cost of bench, engraved plaque and installation) _____ $2,300.00

* For All Day Use - Double the Listed Cost

**PARKS, TRAILS AND RECREATION FACILITIES IMPACT FEE - New Residential Development Only (paid when building permit issued) (Ord 442)(Res 04-52)(Res 05-04)(16-40)**

| UNITS IN STRUCTURE | PARKS AND TRAILS IMPACT FEE PER UNIT |
|---|---|
| A) One – Single-Family, Detached ---------- | $4,162.00 |
| B) One – Single Family, Attached, Duplex or Two Attached Units---------- | $3,024.00 |
| C) Three (3) or Four (4) Units---------- | $2,801.00 |

D) Five (5) to Nine (9) Units---------- $2,513.00

E) Ten (10) or More Units---------- $1,872.00

F) One – Mobile Home----------$1,741.00

**PASSPORT FEES** **(Res. 16-05) (Res. 18-19)**

Passport processing fees are regulated by the United States Department of State. The current fees are as follows:

A) Adult passport book (paid to the US Department of State) ----------$130.00

B) Minor passport book (ages 0-15) (paid to the US Department of State) ----------$100.00

C) Adult passport card (paid to the US Department of State)---------- $30.00

D) Minor passport card (paid to the US Department of State) ---------- $15.00

E) Expedite fee (paid to the US Department of State)----------$60.00 per application

F) Passport book overnight delivery fee (paid to the US Department of State) ----------$19.63 per application

G) File search fee (paid to the US Department of State) ----------$150.00

H) Passport processing fee ----------$35.00 per application (effective 4.2.18)

I) Passport photo fee ---------- $10.00 per set of two

**PLANNING FEE RETENTION** **(Res 19-66)**

A) Planning Commission Items

(i) If Item is withdrawn prior to completion of a third review Planning Commission meeting ----------80%

(ii) It Item is withdrawn prior to completion of a second review Distribution of Agenda ----------50%

(iii) If Item is withdrawn prior to completion of a first review within 10 days of application ----------10%

(iv) If item is withdrawn after a public hearing or meeting has been held or action has been taken on the item by the decision making body or official----------100%

**POLICE DEPARTMENT** **(Res 03-45) (Res 04-65) (Res 10-47) (Res 13-31)(Res. 21-25)**

A) Case Reports----------$10.00 each

B) Fingerprints per card----------$10.00 each

C) Clearance Letters-------- ----------$ 10.00 each

D) Photographs Digital CD----------$15.00

E) Sex Offender Registry----------$25.00 annually

F) Police Officer Outside Employment Services (per hour/per officer)----------$58.00

**POLICE FACILITIES IMPACT FEE – New Residential and Commercial Development** (paid when building permit

issued) **(Ord 442) (Ord 597) (Res 04-52) (Res 05-04)(Res 16-58)**

A) Single Family Residential---------- $102.00 per dwelling unit

B) Multi Family Residential---------- $75.00 per dwelling unit

C) Commercial ---------- $130.00 per 1000 SF gross lease area

D) Office---------- $46.00 per 1000 SF

E) Industrial ---------- $21.00 per 1000 SF

**PROSECUTOR FEES (Res 10-26)**

A) Discovery provided to indigent defendants and their appointed attorney ----------No charge

B) Discovery produced by electronic means ----------No charge

C) Discovery produced by other than electronic means, up to 35 pages ----------$5.00

D) Discovery produced by other than electronic means, over 35 pages ----------$5.00 plus $0.15/page

E) Audio, video or photographs provided by other than electronic means ----------$15.00/CD

**PUBLIC IMPROVEMENTS INSPECTIONS (Res 14-08)**

A) Public Improvements Inspections
   (i) If the centerline of the fronting roadway is 400 feet or greater, then:
      (a) Inspection fee for full width street----------$6.00/linear ft
      (b) Inspection fee for fronting road----------$4.00/linear ft
   (ii) If the centerline of the fronting street is less than 400 feet, then:
      (a) Inspection fee----------$400.00 lump sum
      Plus:
         1. Storm Drain (0' to 100')----------$200.00
            (Each additional 100' increment or part thereof)----------$100.00
         2. Land Drain (0' to 100')---------- $200.00
            (Each additional 100' increment or part thereof)---------- $100.00
         3. Detention Basin----------$150.00 lump sum
         4. Culinary Water System (0' to 100')----------$200.00
            (Each additional 100' increment or part thereof)---------- $100.00

B) Engineering Inspector Off-Hour Rate **(Res 02-30)** ---------- $82.00/per hour

**RECORDS (Res 05-20) (Res 14-57)**

A) Administrative
   (i) Copies of Annual Budget **(Res 01-05)**---------- $25.00
   (ii) Copies of Annual Audit Report **(Res 01-05)**---------- $25.00

B) Planning
   (i) Development Standards drawing, per sheet (11" x 17")----------$1.00
   (ii) Copies of house plans, per sheet (24' x 36") ----------$3.00
   (iii) Title 9 of the Draper City Code **(Res 00-23)** ---------- $35.00
   (iv) Title 17 of the Draper City Code ---------- $10.00

C) Maps/GIS Digital Data **(Res 02-64)**

(i) 20"x 23" color ---------- $15.00
(ii) Digital Aerial Package per quarter section (image & contours) ---------- $170.00
(iii) Photo Image per quarter section ---------- $100.00
(iv) Contours per quarter section (polylinez with elevations) ---------- $70.00
(v) Additional layers (check metadata for available layers) ---------- $10.00
(vi) City Base Map (streets, sections, waterways) ---------- $20.00
(vii) Specialty Maps ---------- Based on time

D) Engineering **(Res 05-20)**
(i) Culinary Water Design and Construction Standards ---------- $35.00
(ii) Culinary Water Master Plan ---------- $50.00
(iii) Development Processing Manual ---------- $35.00
(iv) Engineering Standards, Specs, and Plans ---------- $35.00
(v) Land Disturbance Manual ---------- $35.00
(vi) Storm Drain Master Plan ---------- $50.00
(vii) Transportation Master Plan ---------- $50.00
(viii) Parks and Trails Master Plan ---------- $50.00

E) GRAMA (Records Requests) (Res 20-31)
(i) Research Fee – in accordance with UCA 63G-2-203 ---------- actual cost providing record
(ii) Copies of documents not listed up to 8.5" x 14" ---------- $0.15
(iii) Copies of documents not listed over 8.5" x 14" ---------- $0.50
(iv) Copies of Documents requested under GRAMA provisions ---------- $0.15 per page plus staff time
(v) Copy of CD's under GRAMA ---------- $15.00

**RETURNED CHECKS (Res 14-08)**

A) Returned Checks for All Draper City Departments ---------- $20.00 per check

**SIGNS**

A) Permanent Signs **(Res 01-05)** ---------- $100.00 plus $2.50 per sq. ft. over 32 sq. ft.

B) Temporary Signs
(i) Less than 29 days ---------- $25.00
(ii) More than 29 days, e.g., development signs ---------- $100.00 plus $2.50 per ft over 32 sq. ft.
(iii) Grand Opening or Going out of Business **(Res 01-05)** ---------- $30.00 per business

C) Special Exception - Planning Commission Hearing **(Res 01-05)** ---------- $300.00

D) Signs requiring permits for which the permit has not been obtained prior to installing the sign, and for which such a violation has not been corrected within 72 hours of the City providing written notice of the violation, shall be subject to an investigation fee equal to and in addition to the sign permit fee.

E) Signage Text Change **(Res 18-70)** ---------- $25.00

**SITE PLAN REVIEW**

A) Commercial or Multi-Family residential **(Res 01-05)**
(i) 0-5 acres ---------- $2,000.00
(ii) 5.1-10 acres ---------- $4,000.00
(iii) More than 10 acres ---------- $6,000.00 plus $200.00 per acre

B) Building Site Review **(Res 01-05)**
(i) Single, Multi-Family, Residential and Commercial ---------- $100.00 per site

C) Site Plan (Minor) Amendment **(Res 01-28)**----------10% of Normal Fee

D) Appeal of Planning Commission action ----------$200.00

E) Secondary Driveway Permits **(Res 12-36)**----------$100.00

F) PUE Encroachment License & Permit Fee **(Res. 15-11)**---------- $50.00

G) Permitted Use Review Fee **(Res 15-11)**----------$50.00

**SMALL WIRELESS FACILITIES ("SMALL CELLS") IN THE RIGHT-OF-WAY (Res 18-70)**

Application Fees for a Site License or Modification to Site License:

A) Collocate a small wireless facility on existing or replacement pole ----------$100.00 per pole
A) Installing, modifying, or replacing a utility pole (permitted use)----------$250.00 per pole
A) Installing, modifying, or replacing a utility pole (discretionary use) ---------- $1000.00 per pole

**SOLID WASTE AND RECYCLING (Res 09-41)**

A) Garbage and Recycling Collection Fee
   (i) Basic Service; up to:
   (1) 96-gallon Garbage Container; and
   (1) 96-gallon Recycling Container ---------- $15.00 per month per residence
   (ii) Additional 96-Gallon Garbage Container ----------$10.00 per month per container
   (iii) Additional 96-Gallon Recycling Container ---------- $ 2.50 per month per container
   (iv) 300-gallon Garbage Container ----------$30.00 per month per container
   (iv) Glass recycling container **(Res 19-66)** ----------$8.00 per month per container

B) Dumpster Rental Fee **(Res 13-05)**
   (i) Dumpster Rental Fee (20 yd)----------$120.00
   (ii) Dumpster Rental Fee (30 yd)----------$150.00

Interest charged on unpaid balances over 30 days ------$2.00 per month or 1 ½% per month, whichever is higher

C) Can Recovery Fee **(Res 13-05)** ----------$20.00
D) Glass Recycling Set up Fee **(Res 19-66)**---------- ----------$25.00

**SPECIAL EXCEPTIONS** (**Res 07-58**) Requests submitted for development approval outside of required limits of disturbance (areas of non-disturbance) within the South Mountain and SunCrest Planned Unit Developments (paid prior to City Council / Planning Commission / Department action)

A) Special Exception Review Fee----------$200.00

**SPECIAL IMPROVEMENT DISTRICT**

A) Application Fee---------- $1,000.00 deposit against actual costs

**STORM WATER FACILITIES IMPACT FEE (Paid when building permits are issued) (Res. 18-19)(Res. 21-11)**
**(Collection Temporarily Suspended Ord. 1480)**

A) Total Fee Per ERU ----------$1,729.00

B) Non-Standard Storm Water Impact Fee ----------ERU Count * $1,729 = Impact Fee

C) Subsurface Drainage Systems Inspection Fee ---------- $0.25/lineal foot

**STORM WATER UTILITY FEE** **(Res 05-44) (Res 13-12)(Res 21-18)**

A) Residential or Commercial ---------- $7.00 per ERU per month

Interest charged on unpaid obligations due Draper City not paid within 30 days from the date of invoice---8% on unpaid balance or 1-1/2% per month, minimum fee is $2.00 per month.

**STREET LIGHT ACTIVATION FEE** **(Res 06-68) (Res 08-39)**

A) Fee for each street light activation as part of development activity----------$150.00

**STREET VACATION (RIGHT-OF-WAY) REQUESTS** (paid prior to City Council / Planning Commission / Department action) (**Res 07-58)**

A) Street Vacation Review Fee ----------$500

**SUBDIVISIONS** **(Res 01-05)(Res 01-28)(21-18)(R-21-25)**

A) Subdivision Larger than 5 lots
   (i) Concept Plan Review
      (a) Base Fee - up to 2 reviews----------$2,000.00 plus
         (1) 1-50 units or lots----------$25.00 per unit or lot
         (2) 51 or more units or lots ----------$10.00 per unit or lot
   (ii) Concept Plan Review, Located in the Hillside Overlay District
      (a) Base Fee - up to 2 reviews----------$2,000.00 plus
         (1) 1-50 units or lots----------$50.00 per unit or lot
         (2) 51 or more units or lots ---------- $20.00 per unit or lot Base Fee
   (iii) Preliminary Plat Review
      (a) Base Fee - up to 2 reviews----------$2,000.00 plus
         (1) 1-50 units or lots----------$50.00 per unit or lot
         (2) 51 or more units or lots ----------$20.00 per unit or lot
   (iv) Preliminary Plat Review, Located in the Hillside Overlay District
      (a) Base Fee - up to 2 reviews----------$2,000.00 plus
         (1) 1-50 units or lots---------- $100.00 per unit or lot
         (2) 51 or more units or lots ----------$40.00 per unit or lot
   (v) Final Plat Review (Includes review of construction drawings, calculating quantities, and costs for improvement guarantee, and legal review)
      (a) Base Fee - up to 2 reviews----------$2,000.00 plus
         (1) 1-50 units or lots---------- $100.00 per unit or lot
         (2) 51 or more units or lots ----------$40.00 per unit or lot
   (vi) Final Plat Review, Located in the Hillside Overlay District - (Includes review of construction drawings, calculating quantities and costs for improvement guarantee, and legal review)
      (a) Base Fee - up to 2 reviews----------$2,000.00 plus
         (1) 1-50 units or lots---------- $200.00 per unit or lot
         (2) 51 or more units or lots----------$80.00 per unit or lot

B) Minor Subdivision 5 lots or less
   (i) Concept Plan Review---------- $200.00 per unit or lot
   (ii) Preliminary and Final Plat Review---------- $400.00 per unit or lot

C) Each Review after Second Review ----------$3.00 per unit or lot

D) Street Light Development Fee (number of lights, type and placement to be determined by the City Engineer)

The developer shall pay the street lighting fee directly to Utah Power and Light for the actual cost of all street lights including installation.

E) Subdivision Plat Amendment
   (i) Plat Amendment----------$2000.00
   (ii) Lot Line Adjustment Plat Amendment ----------$500.00
F) Joining Parcel or Parcel Boundary Adjustment --- ----------$200.00

**SURCHARGES FOR ADDITIONAL AREA IMPROVEMENTS** ---------- As set by the City Council

**TEMPORARY USE PERMIT** **(Res 03-22)**

A) Temporary Use Permit Fee* ---------- $50.00

The temporary use permit fee will be waived for the following reasons: City-sponsored functions. **(Res 15-11)**

**TRANSPORTATION FACILITIES IMPACT FEE** New Residential and Commercial Development (paid when building permit issued) **(Ord 442) (Res 05-04)**

**Area A (Valley)**

A) Single-family residential----------$1,446.54 per dwelling unit

B) Multi-family residential---------- $994.49 per dwelling unit

C) Hotel----------$843.81 per room

D) Commercial ----------$4,848.16 per 1000 SF gross lease area

E) Office, service, light manufacture----------$1,928.72 per 1000 SF

F) Industrial/Manufacturing ----------$1,054.77 per 1000 SF

G) Institutional ----------$2,004.06 per 1000 SF

**Service Area B (Traverse Mountain)**

A) Single-family residential----------$2,049.67 per dwelling unit

B) Multi-family residential----------$1,409.15 per dwelling unit

C) Hotel---------- $1,195.64 per room

D) Commercial ----------$6,869.61 per 1000 SF gross lease area

E) Office, service, light manufacture----------$2,732.90 per 1000 SF

F) Industrial/Manufacturing ----------$1,494.55 per 1000 SF

G) Institutional ----------$2,839.65 per 1000 SF

**WATER RATES** **(Res 02-73) (Res 04-49) (Res 04-58) (Res 05-51) (Res 07-34) (Res 08-35) (Res 09-41) (10-47) (Res. 13-42) (Res 14-45)(Res 16-34) (Res 17-02)**

A) Base Rate per Unit ---------- $27.34

B) Water Rate (cost per thousand gallons)

(i) Residential

| Tiered Water Rate Schedule | Zone 1 | Zone 2 | Zone 3 |
|---|---|---|---|
| 1-5,000 gallons | $2.06 | $2.28 | $3.61 |
| 5,001-10,000 gallons | $3.59 | $3.84 | $5.22 |
| 10,001-50,000 gallons | $3.86 | $4.12 | $5.51 |
| 50,0001-100,000 gallons | $4.11 | $4.38 | $5.78 |
| Over 100,000 gallons | $4.40 | $4.67 | $6.08 |

(ii) Commercial

| Tiered Water Rate Schedule | Zone 1 | Zone 2 | Zone 3 |
|---|---|---|---|
| 1-50,000 gallons | $2.60 | $2.83 | $4.18 |
| 50,000-250,000 gallons | $2.66 | $2.89 | $4.27 |
| Over 250,000 gallons | $2.72 | $2.96 | $4.37 |

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

D) Water Service Deposits

(i) Residential

(a) Property Owner ---------- None

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

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

*Refundable when account closed and paid in full

**Refundable if account remains current for one year

E) Water Use from Fire Hydrants and/or Temporary Meter Connection ----------$2,000 deposit

(i) Rate ---------- $10.00 per day plus applicable zone rates per 1,000 gallons, $50.00 minimum charge

| Zone 1 | Zone 2 | Zone 3 |
|---|---|---|
| $2.18 | $2.32 | $3.44 |

**WATER SYSTEM FACILITIES IMPACT FEE** (Paid when building permit issued) **(Res. 18-19)**

A) Residential

(i) Single-family detached ---------- $2,097.00 per unit

(ii) All other housing types ---------- $1,606.00 per unit

B) Non-residential

(i) Water Meter Size

(a) 0.75 inches ---------- $2,097.00

(b) 1.00 inches ---------- $3,501.00

(c) 1.50 inches ---------- $6,982.00

(d) 2.00 inches ---------- $11,175.00

(e) 3.00 inches ---------- $24,468.00

(f) 4.00 inches ---------- $41,933.00

(g) 6.00 inches ----------$87, 368.00

(h) 8.00 inches ----------$167,733.00

Formula for Non-standard Water Impact Fees: ERC Count * $2,097.00 = Impact Fee

**WATER SYSTEM HOOKUP FEES** **(Res 18-70)**

A) Hookup fees **(Res 02-47)**
   (i) 3/4-inch connection ----------$440.00
   (ii) 1-inch connection ----------$475.00
   (iii) 1 ½-inch connection---------- $665.00
   (iv) 2-inch connection----------$810.00

Hookup fees larger than 2 inches will be paid directly to installation contractor. Hookup fees are in addition to Water System Facilities Impact Fees

B) Temporary Water Meter Bypass Devices – AKA Jumpers----------$120.00

**ZONE CHANGE APPLICATION**

A) Zoning Code Text Amendment **(Res 01-05)** ---------- $2,000.00

B) Zoning Map Amendment **(Res 01-05)**
   (i) 1st acre or less ---------- $2,000.00
   (ii) Each additional acre ---------- $25.00

C) Development Agreement **(Res. 14-57)** ----------$500.00

# CONSOLIDATED FEE SCHEDULE

**(Res 24-~~03~~26)**

## ADVERTISING AND MAILING FOR POSTPONED ACTION OF A PUBLIC HEARING ITEM (Res 05-51)

A) An Applicant requesting that the City postpone action of an application noticed for a hearing at a public meeting has 90 days to re-notice ---------- $ Actual Cost

*After 90 days the applicant must resubmit application and pay appropriate fees.

## ADVERTISING AND PUBLIC NOTICE FOR LAND USE APPLICATIONS (Res 06-15)

A) Postage - number of property owners within 400 feet of proposed property----------$ Actual Cost
B) Envelopes - number of property owners within 400 feet of proposed property----------$ Actual Cost
C) Signs to be posted on the site ----------$ Actual Cost

## ALARM SERVICES (Ord 344) (Ord 850) (Res 10-47) (Res 16-04) (Res 18-30)

False alarm fees are assessed after four false alarms occur on a rolling twelve-month period. This applies to businesses and residential alarms to include single-family and multi-family dwellings. **(Res 04-38) (Res 08-41) (Res 18-30)**

A) False Alarm Fees.
Businesses
(i) Begins on the 3rd false alarm ---------- Warning letter sent
(ii) Begins on the 4th false alarm and subsequent calls ----------$110.00

Residential
(i) Begins on the 3rd false alarm ---------- Warning letter sent
(ii) Begins on the 4th false alarm and subsequent calls ----------$110.00

B) Late Fees - fees are due on the date the notice is issued by the City: **(Res 02-35) (Res 06-54) (Res 08-41) (Res 18-30)**
(i) An 18 percent fee will be assessed for all balances, collection penalties costs, and attorney's fees beginning 40 days after the notice is issued.

## AMBULANCE

A) Pursuant to Utah Code Annotated 26-8-4(18), Administrative Rule R426-1-8-2, 3, and 4, the Utah Department of Health establishes and orders the maximum allowable base ambulance rate for each fiscal year, which rate shall be the rate assessed by the Draper City Ambulance for ambulance service.

B) Copies of Ambulance Report ----------$5.00

## ANDY BALLARD ARENA RESERVATIONS (Res. 16-04)

A) Arena Reservation Fee (Events charging no admission) **(Res 01-05) (Res 12-12)**
(i) Day Show – 9 am – 10 pm
Resident or Draper City Business ————$300 plus $500 clean-up deposit ($10.00 non-refundable)
Non-resident or Non-Draper City Business $400 plus $500 clean-up deposit ($10.00 non-refundable)
(ii) Hourly charge for use of arena lights **(Res 02-30) (Res 12-12)** ---------- $20.00
B) Kitchen Rental (per day) ---------- $100.00 plus $400 refundable deposit

## ANIMAL CONTROL (Res 18-65)

A) Dog License Fee

(i) Altered (spayed or Neutered)---------- $6.00 annual
(ii) Unaltered ---------- $20.00 annual
(iii) Senior Citizen Fee---------- $5.00 annual
(iv) Senior Citizen Fee---------- $10.00 lifetime
(v) Late Fee---------- $15.00

B) Dog License Replacement Fee ---------- $1.00

C) Dog License Transfer Fee - for transfer of license to other jurisdiction if owners move---------- $1.00

D) Animal Shelter / Impounded Animals **(Res 02-30)**

(i) Dogs – Licensed

(a) 1st confinement---------- $30.00 plus board
(b) 2nd confinement, within 1 year of 1st confinement---------- $50.00 plus board
(c) 3rd confinement, within 1 year of 1st confinement---------- $75.00 plus board
(d) 4th confinement----- $150.00 plus board and owner must contact Animal Control for hearing
(e) 5th confinement----- $175.00 plus board and owner must contact Animal Control for hearing

(ii) Dogs - Not licensed:

(a) 1st confinement---------- $35.00 - plus license fee and board
(b) 2nd confinement---------- $75.00 - plus license fee and board
(c) 3rd confinement---------- $100.00 - plus license fee and board
(d) 4th confinement---------- $200.00 - plus license fee and board

(iii) Cats:

(a) 1st confinement---------- $20.00 plus board
(b) 2nd confinement---------- $30.00 plus board
(c) 3rd confinement---------- $40.00 plus board
(d) 4th confinement-------- $50.00 plus board and owner must contact animal control for hearing

(iv) Small Livestock:

(a) 1st confinement---------- $40.00 plus board
(b) 2nd confinement---------- $50.00 plus board
(c) 3rd confinement---------- $75.00 plus board

(v) Large Livestock:

(a) 1st confinement---------- $50.00 plus board
(b) 2nd confinement---------- $100.00 plus board
(c) 3rd confinement----- $125.00 plus board plus owner must contact Animal Control for hearing
(d) 4th confinement------ $150.00 plus board plus owner must contact Animal Control for hearing
(e) 5th confinement----- $175.00 plus board plus owner must contact Animal Control for hearing

E) Boarding Cost per day:

(i) All dogs and cats---------- $8.00
(ii) Small livestock---------- $10.00
(iii) Large livestock ---------- $10.00

F) Adoption Fee **(Res 00-54)**

(i) Dogs - plus neuter/spay charge---------- *$15.00
(ii) Cats - plus neuter/spay charge---------- $10.00

G) Neuter/Spay Charge

(i) Cat – castration ---------- $25.00
(ii) Cat – spay ---------- $35.00
(iii) Dog – castration---------- $40.00
(iv) Dog - spay under 25 lbs.---------- $45.00
(v) Dog - spay 25-50 lbs.---------- $55.00

(vi) Dog - spay 50 -75 lbs. ---------- $65.00
(vii) Dog - spay over 75 lbs.---------- $75.00

*The City will waive the first year's license fee of $6.00 for dogs

H) Traps: Deposit (will be fully refunded when returned)
(i) Small---------- $40.00
(ii) Medium----------$50.00
(iii) Large---------- ----------$100.00

I) Miscellaneous:
(i) Small animal to be euthanized ---------- 15.00 plus actual costs
(ii) Large animal to be euthanized ----------50.00 plus actual costs
(iii) Copies of animal control reports ----------$4.00

J) Permits:
(i) Commercial Permit---------- $25.00 annual
(ii) Microchipping fee for small & large livestock **(Res 02-30)**---------- $16.00

K) Urban Deer Program:
(i) Control Fee---------- 10% of location cost, not to exceed $500

The Urban Deer Program fee shall be 10% of the fee charged to the City for the removal of urban deer, confirmed to be causing safety hazards and property damage. The fees are contracted with the vendor as set forth by the COR issued by the Department of Wildlife Services.

**ANNEXATION**

A) Deposit against actual costs ---------- $1,000.00

**APPEALS AND VARIANCE HEARING OFFICER (Res 08-36) (Res 14-57)(Res 21-11)**

A) Variance, special exception, appeal of administrative decision ----------$500.00

B) Routine and Uncontested Matters Fee---------- $50.00

C) Administrative Interpretation Fee ---------- $50.00

D) Nonconforming Use Expansion Fee ----------$200.00

E) Zoning Verification Letter Fee ----------$50.00

**BUILDING PERMITS (Res 07-07) (18-70)(20-09)**

A) Building Permit ---------- 100% of the ICC Schedule

The building permit fee for each structure shall be equal to the amount set forth by the International Code Council (ICC). Valuation is determined by the "Building Valuation Data" published by the ICC in Building Safety magazine. A deposit in the amount of $500.00 shall be paid at the time application and/or plans are submitted for review. Said deposit will be applied towards the total fees assessed. Refunds for permits canceled or changed shall not exceed 60% of the building permit fee.

B) Plan Review ---------- 65% of building permit fee

C) Card File Plan Review ---------- $100.00

D) Plumbing Permit ---------- $100.00

E) Mechanical Permit ---------- $100.00

F) Electrical Permit ---------- $100.00

G) Clean-up Fee ---------- $75.00 per lot

To be used to pay for general clean-up of surrounding areas where debris has blown off building lot. Builder is still responsible for maintaining dumpster and controlling debris on the lot.

H) Retaining Wall Permit ---------- $250.00

I) Recheck of lost plans ---------- $100.00

J) Re-inspection ---------- $70.00 per inspection

K) Public Infrastructure Repair and Restoration Bond for projects where public improvements are potentially affected: **(Res 08-48, Res 09-06)**

(i) New residential, commercial, and industrial buildings ----------$5,000

(ii) Pools and accessory buildings and structures----------$2,500

L) Solar Panel Review---------- $606.00 per inspection

M) Temporary Noise Permit ---------- $25.00

N) Extension ---------- $100.00

**BUSINESS LICENSES**

In accordance with the provision of Section 6-2-030 of the Ordinance of the City of Draper, each business, vocation, trade, calling or profession shall pay an annual license fee as follows:

Business license fees for renewal businesses shall be due and payable on or before the anniversary date of the business license each year. If the license fee is not paid by the anniversary date, a twenty-five percent (25%) penalty of the amount of the fee shall be added to the original amount due. If the license is not paid within 30 days of the anniversary date, a fifty percent (50%) penalty of the amount of the fee shall be added to the original amount due. If the fee is still not paid within 60 days, a seventy-five percent (75%) penalty of the amount of the fee shall be added to the original amount due. If the fee is still not paid within 90 days, a one hundred percent (100%) penalty of the amount of the fee shall be added to the original amount. **(Res 04-72)**

A) General Business License Base Fee **(Res 00-23)**$75.00 plus

Each owner and employee----------$7.00

In addition to the above annual fee, the following business, vocation, trade, calling, or profession shall pay an annual license fee as applies:

B) Administrative Processing Refund Fee ---------- $35.00

C) Alcoholic Beverage License Fee (**Res 18-19**)----------$300.00

(i) Single Event Permit $100.00 per day up to $300.00 plus $100.00 for a Temporary Business License.

D) Change of Ownership of Business **(Res 04-72)** ---------- Reapply/$50.00

E) Change of Location of Business **(Res 04-72)** ---------- $50.00

F) Change of Business Name **(Res 04-72)** ---------- $25.00

G) Christmas Tree Lot - Clean-up fee of location---------- $250.00 deposit
Deposit to be returned after cleanup

H) Cigarette Sales ---------- $15.00

I) Day Care annual inspection fee **(Res 00-23)**
(i) Up to 7 children ---------- $25.00
(ii) Over 7 children ---------- $50.00

J) Fireworks ----------$325.00
Temporary Stands Cleanup deposit **(Ord 438)**----------$250.00

K) Kennels:
(i) Class A - 3 to 15 animals ---------- $30.00
(ii) Class B - 16 to 30 animals ---------- $40.00
(iii) Class C - more than 30 animals ---------- $50.00

L) Lounge ---------- $50.00

M) Massage Parlors - plus proof of State License----------$100.00

N) Masseur - plus proof of State License----------$100.00

O) Mini-Storage Warehousing ---------- $1.00 per unit

P) Mobile Home Park----------$1.00 per lot

Q) Multi-Family Rental Dwelling Units ---------- $75.00 annual fee plus $3.00 per unit per year

R) Peddlers & Solicitor's Fees **(Res 04-65)**
(i) Base Fee per Company----------$100.00 (annual)
(ii) Individual Solicitor's Fee ---------- $10.00
(iii) Name ID Tag---------- $25.00

S) Pre-School - annual inspection fee **(Res 00-23)**
(i) Up to 7 children ---------- $25.00
(ii) Over 7 children ---------- $50.00

T) Single/Special Event License **(Ord 456) (Res 15-11)** ---------- $20.00

U) Service Stations---------- $60.00 plus $2.50 per pump

V) Sexually-Oriented Business
(i) Adult businesses---------- $300.00 plus $2,000.00 Bond
(ii) Semi-nude dancing bars---------- $300.00 plus $2,000.00 Bond

(iii) Outcall businesses ---------- $600.00 plus $2,000.00 Bond
(iv) Nude entertainment ---------- $450.00 plus $2,000.00 Bond

W) Sexually-Oriented Employees/Dancers ---------- S.O.B. License plus $2,000.00 Bond
(i) Semi-nude dancer ---------- $200.00 plus $15.00 work card
(ii) Nude entertainer ---------- $300.00 plus $15.00 work card
(iii) Non-performing employee ---------- $100.00 plus $15.00 work card
(iv) Outcall service employee ---------- $300.00 plus $15.00 work card
(v) If employee applies for two licenses ---------- The highest fee plus $40.00

X) Sporting, musical, or other spectator events per day impact
(i) Anticipated Admissions:
(a) 1 – 100 ---------- $30.00
(b) 100-500 ---------- $150.00
(c) 500 - 1,000 ---------- $400.00
(d) 1,000 - 5,000 ---------- $1,000.00
(e) Over 5,000---------- $2,000.00 or 1-1/2% of projected gross receipts whichever is greater

Y) Spray Painting Booth/Car Painting ---------- $50.00

Z) Stable ---------- $50.00 plus $3.00 per horse

AA) Seasonal license fee (4 months) **(Res 00-23)** ---------- $80.00

BB) Temporary license fee (90 days) **(Res 00-23)** ---------- $60.00

CC) Theaters---------- $100.00 per screen

DD) Vehicle Fee
(i) Between 21,000-24,000 lbs ---------- $22.50 per vehicle
(ii) Between 24,000-27,000 lbs ---------- $25.00 per vehicle
(iii) Between 27,000-30,000 lb ---------- $27.50 per vehicle
(iv) Vehicles over 30,000 lbs ---------- $30.00 per vehicle

## CANCELLATION OF DRAPER CITY FACILITY OR PROPERTY RENTAL **(Res 06-68)**

A) Fee for cancellation of rental of Draper City facilities or property---------- $10.00

## CEMETERY **(Res 06-75) (Res 14-45)**

A) Fee for opening & closing of standard size grave (Weekdays)---------- $475

B) Fee for opening & closing of standard size grave (Weekends & Holidays)---------- $675

C) Fee for opening & closing of less than standard size grave (Weekdays)---------- $300

D) Fee for opening & closing of less than standard size grave (Weekends & Holidays)---------- $500

E) Fee for opening & closing of cremation grave (Weekdays) ---------- $200

F) Fee for opening & closing of cremation grave (Weekends & Holidays) ---------- $400

G) Fee for marking the location of the head stone---------- $25

H) Fee for disinterment of grave (includes opening & closing of grave)----------$475

I) Fee for issuance of Right to Burial or internment certificate ----------$25

J) Fee for sale of Right to Burial ----------$500

**CITY HALL RENTAL (Res 99-03)**

All persons renting Draper City facilities must comply with Draper City policy regarding rentals and sign a "Draper City Facilities Use Agreement" prior to renting the facilities. Existing Draper City recreation basketball will continue to rent space at the same rate as existed prior to implementation of this fee schedule.

A) Room Reservation Fee for Non-Profit Groups* (during business hours - 8:00 a.m. to 5:00 p.m.)
   (i) Room Rental Fee----------No charge
   (ii) Security Deposit - more than 40 people ----------$50.00 or $0.50 per person whichever is greater
B) Room Reservation Fee for Non-Profit Groups* (after business hours, not to exceed 10:00 p.m.)
   (i) Room Rental Fee
      (a) First two hours ---------- $50.00
      (b) Each additional hour---------- $20.00
   (ii) Security Deposit - more than 40 people ----------$50.00 or $0.50 per person whichever is greater
   (iii) Custodian Fee----------$12.50 per hour (2 hour minimum)

C) Room Reservation Fee for Private or Profit Groups (during business hours - 8:00 a.m. to 5:00 p.m.)
   (i) Room Rental Fee
      (a) First two hours---------- $50.00
      (b) Each additional hour ---------- $20.00
   (ii) Security Deposit----------$75.00 or $0.50 per person whichever is greater

D) Room Reservation Fee for Private or Profit Groups (After business hours, not to exceed 10:00 p.m.)
   (i) Room Rental Fee
      (a) First two hours ---------- $75.00
      (b) Each additional hour---------- $25.00
   (ii) Security Deposit----------$75.00 or $0.50 per person whichever is greater
   (iii) Custodian fee----------$12.50 per hour (2 hour minimum)

E) Filming Fee for Non-Profit Groups* (per day)
   (i) Room Rental Fee
      (a) 1-7 people----------$250.00 plus $500.00 security deposit
      (b) 8-15 people ----------$500.00 plus $750.00 security deposit
      (c) Over 16 people----------$1,000.00 plus $1,500.00 security deposit

F) Filming Fee for Private or Profit Groups (per day)
   (i) Room Rental Fee
      (a) 1-7 people----------$500.00 plus $500.00 security deposit
      (b) 8-15 people ----------$750.00 plus $750.00 security deposit
      (c) Over 16 people----------$1,500.00 plus $1,500.00 security deposit
G) Room Reservation Fee for Current Elected Officials representing Draper City
   (i) Room Reservation Fee if conducting business with Draper City constituents ----------$0.00
   (ii) Security Deposit----------$0.00
   (iii) Custodian Fee----------$0.00
   (iv) Room Reservation must occur during the week – Monday – Friday. If room rental is on the weekend, custodian fees of $12.50 per hour (2 hour minimum) are applicable
   (v) Room reservation fees for Non-profit Groups apply if room is reserved for campaigning purposes.

*Groups sponsored by Draper City are exempt from any room rental or custodian fee.

**CONDITIONAL USE PERMITS** **(Res 01-28) (Res 07-25)**

A) Home occupation conditional use **(Res 01-05)**---------- $60.00

B) All other ----------$500.00

C) Appeal of Planning Commission Action----------$200.00

**CONDUIT FINANCING** (bond issuance for private entities) **(Res 07-36)**

A) Application Fee. Any party requesting the city to act as an issuer on its behalf shall submit an initial application containing such information as is required by the city and pay a nonrefundable application fee of two thousand five hundred dollars ($2,500) for a new issue and five hundred dollars ($500) for a refunding issue. This fee, when received, shall be applied as a credit against the issuance fee.

B) Issuance Fee--New and Refunding Issues----------$7,500.00
plus:
(i) 0.15% per first $5,000,000.00 in principal
(ii) 0.10% per second $5,000,000.00 in principal
(iii) 0.075% per third $5,000,000.00 in principal
(iv) 0.05% for all amounts in excess of $15,000,000.00

The minimum fee for any issue shall be fifteen thousand dollars. All issuance fees shall be payable at closing.

C) Annual Maintenance Fee. In addition to the application and issuance fees, a conduit borrower shall be subject to an annual maintenance fee to be paid to the city. Calculation and payment of the fee to the city shall be provided for in the bond documents, made annually on the anniversary date of the issuance, and shall be a duty of the trustee. The fee shall be calculated at an annual rate equal to four basis points (four one-hundredths of one percent) of the principal amount of the bonds then outstanding. The minimum annual maintenance fee for any issue shall be one thousand dollars and the maximum annual maintenance fee for any issue shall be ten thousand dollars.

D) Bank Qualification Fee. In addition to the application, issuance and maintenance fees, a conduit borrower shall be subject to pay the net present value cost of losing bank-qualification designation, or difference between bank-qualified and not bank qualified bonds that the city may wish to issue. The city assumes that each conduit borrower will pay this fee irregardless of whether bank qualification was lost because of another conduit borrower. If the city has issued debt and reduced the bank qualified portion available to the city, then the amount required from the conduit borrower will be reduced proportionally.

E) Financial Advisor Fee. In addition to the application, issuance, maintenance and bank qualification fees, a conduit borrower shall be subject to pay the total cost of the city's financial advisor fee for each transaction. As per the city's contract with Zions Bank Public Finance, a charge of two dollars ($2.00) per one thousand dollars ($1,000) in bonds issued will be assessed.

**DEMOLITION PERMITS**

A) Demolition permit ---------- $50.00

**ELECTRIC VEHICLE CHARGING STATION** **(Res. 20-31)**

(A) Charging Station Fees
(i) Level 2 Chargers (cost per kilowatt hour, first four (4) hours)----------$1.00/hr
(ii) Level 2 Chargers Parking Stall Fee (charged after first four (4) hours of use per hour) -------$2.00/hr
(iii) Maximum Fee ---------- $20.00/charging station

## ENCROACHMENT PERMITS (Res. 22-18)

A) Bond Required
   (i) Lateral Excavations----------$2,000.00 cash bond for each excavation up to 10 excavations per year or $50,000.00 improvement completion assurance bond for an unlimited number of excavations greater than 10 excavations per year* If the amount of repair exceeds $2,000.00 a cash bond of 110% of the total amount is required.
   (ii) Longitudinal Excavation----------$2,000.00 cash bond for each 100 ft. of fraction* If amount of repair exceeds $2,000.00 a cash bond of 110% of the total amount is required.
   (iii) Sidewalk----------$25.00 per linear foot cash bond
   (iv) Curb and Gutter----------$45.00 per linear foot cash bond

   *Utility companies with bond are not required to place a bond.

B) Application Fee
   (i) Encroachment Permit Application Fee (up to two reviews per application)---------- $25.00
   (ii) Application Re-review Fee or Expired Application Renewal ----------$25.00

C) Permit Fees
   (i) Boring under existing pavement (no cut in public way) ----------$260.00 plus
   Additional Pot Holes (four (4) included with permit fee) ----------$25.00
   Linear Foot Fee ----------$0.10/linear foot
   (ii) Cut in pavement (or within 3 feet)
   Surfacing less than 2 years old ---------- $1,500.00 plus $0.40 per square foot
   Surfacing over 2 years old----------$300.00 plus $0.20 per square foot
   (iii) Narrow Trench excavation ----------$120.00 plus $0.45 per linear foot
   (iv) Off pavement (minimum 3 feet) ----------$260.00 plus $0.20 per square foot
   (v) All other encroachments (utility maintenance, manhole access, storage, etc.)----------$260.00

D) Penalty in addition to permit fee (cut without permit or violation of City standards) -------Double the permit fee

E) Road Closure Authorization ----------$500.00 per day for arterial roads
   $250.00 per day for collector roads
   $100.00 per day for all other

F) Winter Fees from 15 October to 15 April .....Double the bond amount

## FIRE DEPARTMENT (Res. 17-68) (Res. 18-19)

A) Daycare/Preschool (annually) up to 7 children---------- $50.00
   (i) Over 7 children---------- $75.00

B) Assisted Living Facilities (annually)----------$150.00

C) Retirement Facilities (annually) ----------$250.00

D) Group Home/Residential Treatment Facility (annually)----------$150.00

E) Aerial Fireworks Display (Private Show)----------$250.00

F) Fire Department Standby Per Unit/Apparatus (per hour)----------$250.00
   (i) Per Firefighter/Inspector (per hour) ---------- $75.00

G) Temporary Firework Stands/Sales ----------$250.00

(i) Deposit ----------$250.00

H) Tent, Canopies, & Temporary Membrane Structures (in excess of 400 sq. ft.)----------$100.00

I) High Pile Combustible Storage (up to 20 ft.)----------$150.00
(i) (above 20 ft.) ----------$250.00
(ii) Tires (>6 ft.)----------$250.00

J) Open Burning---------- $25.00

K) Fire Investigation Report (cost of media is not included)---------- $25.00

L) Mobile Food Truck Inspections----------$100.00
(i) 1st Re-inspection ----------FREE
(ii) 2nd Re-inspection ---------- $50.00
(iii) 3rd Re-inspection---------- $75.00

M) Alternative Life Safety Systems Plans Examination & Acceptance Testing (per hour) ---------- $75.00
(i) Hood Suppression Systems---------- $75.00
(ii) Clean Agent Systems ---------- $75.00
(iii) Carbon Dioxide Systems---------- $75.00
(iv) Clean Room Systems ---------- $75.00
(v) Supplemental Alarm Systems---------- $75.00

N) Commercial False Alarm (annually)----------1st FREE
(i) 2nd False Alarm ----------$250.00
(ii) 3rd False Alarm ----------$350.00
(iii) Additional False Alarm Requires Fire-watch (maximum of 30 days)

O) Residential False Alarm (annually)----------1st FREE
(i) 2nd False Alarm ----------$100.00
(ii) 3rd False Alarm ----------$200.00

P) Re-inspections (failure to complete outstanding items from initial inspection)
(i) 2nd Re-inspection ---------- $75.00
(ii) 3rd Re-inspection---------- $75.00
(iii) 4th Re-inspection ----------$150.00

Q) Residential Fire Sprinkler System Inspections (2 included) ---------- $75.00
(i) Re-inspection---------- $75.00
(ii) 2nd Re-inspection ----------$150.00

R) Temporary Know Box Deposit (ea.)----------$350.00
(i) Know Pad Lock Deposit (ea.) ----------$125.00

**FIRE AND EMERGENCY MEDICAL SERVICES FACILITIES IMPACT FEE – New Residential and Commercial Development** (paid when building permit is issued) **(Ord 388) (Ord 597) (Res 04-52) (Res 05-04)(Res 16-58)**

All residential types and/or commercial development shall install all required fire protection systems.

A) Single Family Residential----------$71.00 per dwelling unit

B) Multi Family Residential----------$75.00 per dwelling unit

C) Commercial ----------$97.00 per 1000 SF gross lease area

D) Office----------$47.00 per 1000 SF

E) Industrial ----------$5.00 per 1000 SF

**GENERAL PLAN AMENDMENTS** **(Res 01-05)(Res 21-11)**

A) Text or Map Amendment ---------- $2,000.00
B) Master Area Plan or Master Area Plan Major Amendment ---------- $2000.00
C) Master Area Plan Minor Amendment ---------- $200.00

**GEOLOGIC HAZARD REPORTS – Review of geologic /geotechnical reports submitted for development** (paid prior to City Council / Planning Commission / Department action) **(Res 06-47)(Res 16-58)(Res 19-66)**

**Applicant shall pay the actual direct costs which shall be deducted from the deposit. Remaining funds in excess of the actual direct costs shall be refunded to the applicant**

(i) Residential – Single Lot Geotech Deposit---------- $3,000
(ii) Residential – Subdivision Geotech Deposit---------- $5,000
(iii) Retaining Wall Geotech Deposit---------- $500
(iv) Commercial Geotech Deposit ----------$1,000
(v) Any application located in a Geologic Hazards Area will be charged an additional deposit -------$1,000

**GRADING PERMIT**

A) Grading Permit ----------100% of UBC Schedule

**HAZARDOUS MATERIALS PERMIT FEES** – as per 2015 IFC Section 105 (Res. 17-68) (Res. 18-19) (Res 18-70)

Authorization by Code:
IFC 105.1.1 Permits Required, Fees Can be Assessed IFC 113.1 Permit Fees
IFC 105.1.2 Types of Permits
IFC 105.2.2 Inspection Authorized

A) Hazardous Materials (annually) *
   (i) Solid lbs. (< 500 lbs.) ----------$200.00
   (ii) Liquid Gal. (< 55 gal.)----------$200.00
   (iii) Gas Cub. ft. (< 200 cub. ft.) (Corrosive or Oxidizer) ----------$200.00
   (iv) Oxygen (< 500 gallons cub. ft.) ----------$200.00

B) Hazardous Materials (annually) *
   (i) Solid lbs. (> 500 lbs.) ----------$250.00
   (ii) Liquid Gal. (> 55 gal.)----------$250.00
   (iii) Gas Cub. ft. (> 200 cub. ft.) (Corrosive or Oxidizer) ----------$250.00
   (iv) Oxygen (> 500 gallons cub. ft.) ----------$250.00

C) "H" Occupancy Backup Generator (annually) ** ---------- $150.00

D) "H" Occupancy Hazardous Materials Dispense & Use (annually) *

(i) Liquid Gal. (< 500 gal. tank.)----------$200.00
(ii) Gas Cub. ft. (< 500 cub. ft.) ----------$200.00

E) "H" Occupancy Hazardous Materials Dispense & Use (annually) *
(i) Liquid Gal. (> 500 gal. tank.)----------$500.00
(ii) Gas Cub. ft. (> 500 cub. ft. or any highly toxic gas)----------$500.00

F) Other Occupancy Hazardous Materials Dispense & Use (annually) **
(i) Liquid Gal. (> 500 gal. tank.)----------$200.00
(ii) Gas Cub. ft. (> 500 cub. ft.) ----------$200.00

G) Aerosol Products (annually) **
(i) Gas Cub. Ft. (> 500 lbs.)----------$200.00

H) Flammable Cryogenic Fluid (annually) **
(i) Liquid Gal. (indoors > 1 gal. outdoors > 60 gal.)----------$200.00

I) Storage Tanks (above ground) Installation (flammable) *
(i) Gas Cub. Ft. (< 500 cub. ft.) ----------$200.00
(ii) Oversight of installation (per hour) ** ---------- $75.00

J) Storage Tanks (below ground) Installation (flammable) *
(i) Gas Cub. Ft. (< 500 cub. ft.) ----------$200.00
(ii) Oversight of installation (per hour) ** ---------- $75.00

K) Storage Tanks (above ground) Installation/removal (flammable/combustible) *
(i) Liquid Gal. (> 500 gal.) ----------$400.00
(ii) Oversight of installation/removal (per hour) **---------- $75.00

L) Storage Tanks (below ground) Installation/removal (flammable/combustible) *
(i) Liquid Gal. (> 500 gal.) ----------$400.00
(ii) Oversight of installation/removal (per hour) **---------- $75.00

M) Pyroxylin Plastics, Cellulose Nitrate (pyroxylin) Plastics (annually) *
(i) Solid lbs. (> 25 lbs.) ----------$200.00

N) Body Shop/Garage (under 5000 sq. ft.) (annually) ** ---------- $200.00
(i) Over 5,000 sq. ft. (annually) ----------$400.00

O) Gas Station (annually) *---------- $200.00

P) Open Flame for Proximal Audience/Approved Indoor Fireworks
(i) Per Event * ----------$200.00
(ii) Per Firefighter/Inspector (per hour) ** ---------- $75.00

Q) Open Flame for Assembly Occupancy----------$200.00

R) Application of Flammable Finishes, Spray, or Dip) ** ---------- $200.00
(i) More than 9 sq. ft. for Flammable Liquid Spray Application or > 55 Gal. for Dip Tank Operations

S) Fire Stand-by, Special Events (concerts, sports events, pyrotechnics, etc.) (per hour/per inspector)** $75.00

T) Carnivals & Fairs/Outdoor Assembly Events ----------$250.00

U) Blasting Permit

(i) Annual Permit----------$350.00
(ii) Single Event Permit---------- $75.00

* Fees are assessed separately
** Fees are assessed accumulatively (added to base line permit fee)

**LAND DISTURBANCE PERMIT** **(Res 01-05)**

A) Land Disturbance Permit ---------- $50.00

**OVERHEAD UTILITY** **(Ord 340)**

A) Fee in Lieu of Converting Existing Overhead Utility Facilities to Underground Facilities- $80.00 per lineal foot

**PARK AND RECREATION AND PAVILLION USER FEES** **(Res 05-51) (Res 12-12) (Res 14-08)(Res 18-70)(R-21-25)**

A) Pavilion - ½ day* Defined as 9:00 a.m. – 3:00 p.m. OR 4:00 p.m. – 10:00 p.m.
   (i) Resident or Draper City Business
      Large Pavilions: Draper Park North and Galena Park Pavilions---------- $50.00
      Small Pavilions: Steep Mountain, Smith Fields, Draper South Pavilions---------- $40.00
   (ii) Non-Resident or Non-Draper Business
      Large Pavilions: Draper Park North and Galena Park Pavilions---------- $80.00
      Small Pavilions: Steep Mountain, Smith Fields, Draper South Pavilions----------$70.00
   (iii) Cleaning Deposit (to be refunded upon inspection of pavilion) ---------- $100.00
   (iv) Cancellation Fee:
      Processing Fee ---------- $10.00
      If made 45 calendar days prior to reservation---------- Full refund
      If made after 45 calendar days---------- No refund
      (Deposit is always refunded for canceled reservations)

B) Non-City/Outside Agency Field rentals (ball diamonds, soccer fields, etc.) **(Res 09-09)(Res 14-08)(Res 20-09)**
   (i) Resident ---------- $20.00 per hour per field (9am – 9 pm daylight hours)
   (ii) Non-Res ---------- $25.00 per hour per field (9am – 9 pm daylight hours)
   (iii) Per Player fee: (for large agencies or leagues who schedule fields for a defined season on a reoccurring basis and work in partnership with Draper City. To be paid by League after final registration and total participating players are known:
      (a) Resident ---------- $15.00
      (b) Non-resident ---------- $20.00
   (iv) Lights at all parks ----------$25.00 per hour
   (v) Additional City staff ball diamond prep, soccer paint/set up ---------- $35.00 per field (initial field prep included in base rental)
   (vi) City sponsored programs & events in co-operation with Draper Parks and Recreation- No charge
   (vii) Upon Director or Manager approval, park rental fee may be waived for renter on conditions of Draper City and/or its programs being able to use renters' facilities free of charge or comparable rate.
   (viii) Cancellation Fee:
      Processing Fee ---------- $10.00
      If made 45 calendar days prior to reservation---------- Full refund
      If made after 45 calendar days---------- No refund
      (Deposit is always refunded for canceled reservations)
   (ix) Refundable security deposit – field rentals
      a. 1- 4 rental hours---------- No deposit
      b. >4 rental hours---------- $400.00

C) Recreation User Fees and Admissions **(Res 14-08)**

(i) Fee's charged for Draper City Recreation Department including youth and adult sports programs, events, ~~cases~~, concerts, shows, camps, etc. are to be set by the Recreation Director or Manager and may fluctuate or change year-to-year or season-by-season depending on costs, cost recovery, program costs, artist cots, etc.

(ii) Recreation Program Cancellation Fees

a. If cancellation is made while program registration is still open----------$10.00
b. If cancellation is made after registration closing but prior to starting----------50% of fee
c. If cancellation is made after program starts----------No refund
d. Recreation Director or Manager may approve refunds for "extreme" or "hardship" situations on a case-by-case situation.

D) Historic Park - Rental **(Res. 02-30)(Res. 12-12)**

(i) Per event----------$250.00
(ii) Cleaning Deposit (to be refunded upon inspection of pavilion) ----------$100.00

E) Trail Use Fees for Special Events (Outside Agencies) **(Res. 12-12)**

(i) Trail Event use fee (per event)----------$200.00
(ii) Trail Event use security deposit (refundable)----------$200.00
(iii) Participant Fee - Corner Canyon and primitive trails (to be collected after event based on total # of participants)

a) All Bike Events ----------$5.00 per participant
b) All Running Events ----------$3.00 per participant
c) All Equestrian Events ----------$5.00 per participant

F) Amphitheater Fees **(Res. 12-12) (Res. 12-36) (Res 18-30)**

(i) Amphitheater Rentals NOT charging admission. Rentals are for a total of 4 hours each.

(a) Tier #1 (under 200 users, front of stage and seating area only)
Resident or Draper City Business ---------- $250.00
Non-resident or Non-Draper City Business ---------- $350.00

(b) Tier #2 >201 users
Resident or Draper City Business ---------- $700.00
Non-resident or Non-Draper City Business ---------- $850.00

(c) Security Deposit (refundable) **(Res. 12-36)** ---------- $500.00

(ii) Amphitheater Rentals Charging Admission

(a) Rental Daily Rate (seating, full stage/backstage, houselights/sound) ----------$1,500.00
(b) Amphitheater Technical coordinator – 6 hr. minimum ----------$ 120.00
(c) Amphitheater Technical coordinator per additional hour ----------$ 20.00
(d) Cleaning Fee ----------$ 100.00
(e) Security Deposit (refundable) ----------$ 200.00
(f) Per ticket fee (paid to the City for each actual ticket sold by renter) ---------- $ 1.00
(g) Per ticket fee charged by City when events are cosponsored by outside agency/promoter:

1. $0.00 – 10.00 ----------$ 2.00
2. $10.01 – 25.00 ---------- $ 3.00
3. $25.01 – 40.00 ----------$ 4.00
4. $40.01 – above ---------- $ 5.00

(To be paid to the City based on actual tickets sold by outside cosponsoring agency)

**(iii)** Optional rental items during private rental (Res 18-30)

(a) Lights cues/light show by staff ----------$ 40.00
(b) House video projector and screen ----------$ 50.00
(c) Piano ---------- $ 50.00
(d) Piano tuning prior to rental ----------$ 150.00

G) Day Barn Rental Fees **(Res. 12-12) (Res. 13-32) (Res 14-08)**
Rentals will be available for 2 time blocks: 9 a.m. – 3 p.m. or 4 p.m. – 10 p.m. for the Weekday rental days of Monday, Tuesday, Wednesday and Thursday. For Weekend rentals, only one reservation will be allowed on the day of Friday, Saturday and Sunday. Weekend rental times are 9 a.m. – 10 p.m. Rentals include use of building, restrooms, (12) 66" circular tables, (96) chairs and (2) 8-ft banquet tables.

(i) Rental rate per each block for Resident/Draper Business on weekdays---------- $225.00
(ii) Rental rate per each block for Non-Resident/Non-Draper Business on weekdays -------- $300.00
(iii) Rental rate for each weekend day (Fri., Sat., Sun.) for Resident/Draper Business-------- $500.00
(iv) Rental rate for each weekend day (Fri., Sat., Sun.) for Non-Resident or Business-------- $600.00
(v) Security/Cleaning Deposit per rental (refundable)---------- $500.00
(vi) Cancellation Fees:
(a) Processing Fee ---------- $10.00
(b) If made 60 calendar days prior to reservation---------- Full refund
(c) If made 30 – 59 calendar days prior to reservation---------- 50% of fee
(d) If made <30 calendar days prior to reservation---------- No refund
(e) (Deposit is always refunded for canceled reservations)

H) Special Event Application Review and Permit Fee **(Res 15-11) (Res 16-04)(Res 16-40)**---------- $50.00

(i) Late Notification ----------$175.00
(ii) Large Scale Special Event Fee (Over 500 participants and spectators)----------$250.00

I) Filming Event Application Review and Permit Fee ----------$50.00
(i) Fee covers three (3) site locations ----------$175.00
(ii) Fee for additional locations, per three (3) locations----------$175.00

J) City Support Services Fee---------- ----------$50.00
(i) Parks Technician (per hour with two hour minimum)----------$175.00
(ii) Parks Manager (per hour with two hour minimum)----------$175.00

K) Voluntary Bike Permit Donation Fee ----------$50.00
(i) Draper Resident Permit----------$175.00
(ii) Non Resident permit----------$175.00

L) Brookside Trailhead Reservation **(Res 20-09)** ---------- $100.00

M) Draper Cycle Park Lot Reservation **(Res 20-09)** ----------$50.00
N) Parks and Recreation Maps for public **(Res 20-09)**
(i) 2' x 3' illustrated trail system map ----------$20.00
(ii) Cloth foldable trail map ----------$15.00
O) Memorial Bench (Includes cost of bench, engraved plaque and installation) _____ $2,300.00

* For All Day Use - Double the Listed Cost

**PARKS, TRAILS AND RECREATION FACILITIES IMPACT FEE - New Residential Development Only (paid when building permit issued) (Ord 442)(Res 04-52)(Res 05-04)(16-40)**

| UNITS IN STRUCTURE | PARKS AND TRAILS IMPACT FEE PER UNIT |
|---|---|
| A) One – Single-Family, Detached ---------- | $4,162.00 |
| B) One – Single Family, Attached, Duplex or Two Attached Units---------- | $3,024.00 |
| C) Three (3) or Four (4) Units---------- | $2,801.00 |

D) Five (5) to Nine (9) Units---------- $2,513.00

E) Ten (10) or More Units---------- $1,872.00

F) One – Mobile Home----------$1,741.00

**PASSPORT FEES** **(Res. 16-05) (Res. 18-19)**

Passport processing fees are regulated by the United States Department of State. The current fees are as follows:

A) Adult passport book (paid to the US Department of State) ----------~~$110.00~~ $130.00

B) Minor passport book (ages 0-15) (paid to the US Department of State) ----------~~$80.00~~ $100.00

C) Adult passport card (paid to the US Department of State)---------- $30.00

D) Minor passport card (paid to the US Department of State) ---------- $15.00

E) Expedite fee (paid to the US Department of State) ----------$60.00 per application

F) Passport book overnight delivery fee (paid to the US Department of State) -----~~$20.66~~ $19.63 per application

G) File search fee (paid to the US Department of State) ----------$150.00

H) Passport processing fee ----------$35.00 per application (effective 4.2.18)

I) Passport photo fee ---------- $10.00 per set of two

~~J) Draper overnight mailing fee (Application must be completed in office by 2:30 p.m.) ----------$25.00~~

**PLANNING FEE RETENTION** **(Res 19-66)**

A) Planning Commission Items

(i) If Item is withdrawn prior to completion of a third review Planning Commission meeting ----------80%

(ii) It Item is withdrawn prior to completion of a second review Distribution of Agenda ----------50%

(iii) If Item is withdrawn prior to completion of a first review within 10 days of application ----------10%

(iv) If item is withdrawn after a public hearing or meeting has been held or action has been taken on the item by the decision making body or official----------100%

**POLICE DEPARTMENT** **(Res 03-45) (Res 04-65) (Res 10-47) (Res 13-31)(Res. 21-25)**

A) Case Reports----------$10.00 each

B) Fingerprints per card ----------$10.00 each

C) Clearance Letters-------- ----------$ 10.00 each

D) Photographs Digital CD----------$15.00

E) Sex Offender Registry----------$25.00 annually

F) Police Officer Outside Employment Services (per hour/per officer)----------$58.00

**POLICE FACILITIES IMPACT FEE – New Residential and Commercial Development** (paid when building permit issued) **(Ord 442) (Ord 597) (Res 04-52) (Res 05-04)(Res 16-58)**

A) Single Family Residential---------- $102.00 per dwelling unit

B) Multi Family Residential----------$75.00 per dwelling unit

C) Commercial ---------- $130.00 per 1000 SF gross lease area

D) Office----------$46.00 per 1000 SF

E) Industrial ----------$21.00 per 1000 SF

**PROSECUTOR FEES (Res 10-26)**

A) Discovery provided to indigent defendants and their appointed attorney ----------No charge

B) Discovery produced by electronic means ----------No charge

C) Discovery produced by other than electronic means, up to 35 pages ----------$5.00

D) Discovery produced by other than electronic means, over 35 pages ----------$5.00 plus $0.15/page

E) Audio, video or photographs provided by other than electronic means ----------$15.00/CD

**PUBLIC IMPROVEMENTS INSPECTIONS (Res 14-08)**

A) Public Improvements Inspections
   (i) If the centerline of the fronting roadway is 400 feet or greater, then:
      (a) Inspection fee for full width street----------$6.00/linear ft
      (b) Inspection fee for fronting road----------$4.00/linear ft
   (ii) If the centerline of the fronting street is less than 400 feet, then:
      (a) Inspection fee----------$400.00 lump sum
      Plus:
      1. Storm Drain (0' to 100')----------$200.00
         (Each additional 100' increment or part thereof)----------$100.00
      2. Land Drain (0' to 100')---------- $200.00
         (Each additional 100' increment or part thereof)---------- $100.00
      3. Detention Basin----------$150.00 lump sum
      4. Culinary Water System (0' to 100')----------$200.00
         (Each additional 100' increment or part thereof)---------- $100.00

B) Engineering Inspector Off-Hour Rate **(Res 02-30)** ---------- $82.00/per hour

**RECORDS (Res 05-20) (Res 14-57)**

A) Administrative
   (i) Copies of Annual Budget **(Res 01-05)**---------- $25.00
   (ii) Copies of Annual Audit Report **(Res 01-05)**---------- $25.00

B) Planning
   (i) Development Standards drawing, per sheet (11" x 17")----------$1.00
   (ii) Copies of house plans, per sheet (24' x 36") ----------$3.00
   (iii) Title 9 of the Draper City Code **(Res 00-23)** ---------- $35.00
   (iv) Title 17 of the Draper City Code ---------- $10.00

C) Maps/GIS Digital Data (**Res 02-64**)
- (i) 20"x 23" color ---------- $15.00
- (ii) Digital Aerial Package per quarter section (image & contours) ---------- $170.00
- (iii) Photo Image per quarter section ---------- $100.00
- (iv) Contours per quarter section (polylinez with elevations) ---------- $70.00
- (v) Additional layers (check metadata for available layers) ---------- $10.00
- (vi) City Base Map (streets, sections, waterways) ---------- $20.00
- (vii) Specialty Maps ---------- Based on time

D) Engineering (**Res 05-20**)
- (i) Culinary Water Design and Construction Standards ---------- $35.00
- (ii) Culinary Water Master Plan ---------- $50.00
- (iii) Development Processing Manual ---------- $35.00
- (iv) Engineering Standards, Specs, and Plans ---------- $35.00
- (v) Land Disturbance Manual ---------- $35.00
- (vi) Storm Drain Master Plan ---------- $50.00
- (vii) Transportation Master Plan ---------- $50.00
- (viii) Parks and Trails Master Plan ---------- $50.00

E) GRAMA (Records Requests) (Res 20-31)
- (i) Research Fee – in accordance with UCA 63G-2-203 ---------- actual cost providing record
- (ii) Copies of documents not listed up to 8.5" x 14" ---------- $0.15
- (iii) Copies of documents not listed over 8.5" x 14" ---------- $0.50
- (iv) Copies of Documents requested under GRAMA provisions ---------- $0.15 per page plus staff time
- (v) Copy of CD's under GRAMA ---------- $15.00

## RETURNED CHECKS (Res 14-08)

A) Returned Checks for All Draper City Departments ---------- $20.00 per check

## SIGNS

A) Permanent Signs (**Res 01-05**) ---------- $100.00 plus $2.50 per sq. ft. over 32 sq. ft.

B) Temporary Signs
- (i) Less than 29 days ---------- $25.00
- (ii) More than 29 days, e.g., development signs ---------- $100.00 plus $2.50 per ft over 32 sq. ft.
- (iii) Grand Opening or Going out of Business (**Res 01-05**) ---------- $30.00 per business

C) Special Exception - Planning Commission Hearing (**Res 01-05**) ---------- $300.00

D) Signs requiring permits for which the permit has not been obtained prior to installing the sign, and for which such a violation has not been corrected within 72 hours of the City providing written notice of the violation, shall be subject to an investigation fee equal to and in addition to the sign permit fee.

E) Signage Text Change (**Res 18-70**) ---------- $25.00

## SITE PLAN REVIEW

A) Commercial or Multi-Family residential (**Res 01-05**)
- (i) 0-5 acres ---------- $2,000.00
- (ii) 5.1-10 acres ---------- $4,000.00
- (iii) More than 10 acres ---------- $6,000.00 plus $200.00 per acre

B) Building Site Review (**Res 01-05**)

(i) Single, Multi-Family, Residential and Commercial ---------- $100.00 per site

C) Site Plan (Minor) Amendment **(Res 01-28)** ---------- 10% of Normal Fee

D) Appeal of Planning Commission action ---------- $200.00

E) Secondary Driveway Permits **(Res 12-36)** ---------- $100.00

F) PUE Encroachment License & Permit Fee **(Res. 15-11)** ---------- $50.00

G) Permitted Use Review Fee **(Res 15-11)** ---------- $50.00

**SMALL WIRELESS FACILITIES ("SMALL CELLS") IN THE RIGHT-OF-WAY (Res 18-70)**

Application Fees for a Site License or Modification to Site License:

A) Collocate a small wireless facility on existing or replacement pole ---------- $100.00 per pole
A) Installing, modifying, or replacing a utility pole (permitted use) ---------- $250.00 per pole
A) Installing, modifying, or replacing a utility pole (discretionary use) ---------- $1000.00 per pole

**SOLID WASTE AND RECYCLING (Res 09-41)**

A) Garbage and Recycling Collection Fee
   (i) Basic Service; up to:
      (1) 96-gallon Garbage Container; and
      (1) 96-gallon Recycling Container ---------- $15.00 per month per residence
   (ii) Additional 96-Gallon Garbage Container ---------- $10.00 per month per container
   (iii) Additional 96-Gallon Recycling Container ---------- $ 2.50 per month per container
   (iv) 300-gallon Garbage Container ---------- $30.00 per month per container
   (iv) Glass recycling container **(Res 19-66)** ---------- $8.00 per month per container

B) Dumpster Rental Fee **(Res 13-05)**
   (i) Dumpster Rental Fee (20 yd) ---------- $120.00
   (ii) Dumpster Rental Fee (30 yd) ---------- $150.00

Interest charged on unpaid balances over 30 days ------ $2.00 per month or 1 ½% per month, whichever is higher

C) Can Recovery Fee **(Res 13-05)** ---------- $20.00
D) Glass Recycling Set up Fee **(Res 19-66)** ---------- $25.00

**SPECIAL EXCEPTIONS** (**Res 07-58**) Requests submitted for development approval outside of required limits of disturbance (areas of non-disturbance) within the South Mountain and SunCrest Planned Unit Developments (paid prior to City Council / Planning Commission / Department action)

A) Special Exception Review Fee ---------- $200.00

**SPECIAL IMPROVEMENT DISTRICT**

A) Application Fee ---------- $1,000.00 deposit against actual costs

**STORM WATER FACILITIES IMPACT FEE (Paid when building permits are issued) (Res. 18-19)(Res. 21-11)**
**(Collection Temporarily Suspended Ord. 1480)**

A) Total Fee Per ERU ---------- $1,729.00

B) Non-Standard Storm Water Impact Fee ----------ERU Count * $1,729 = Impact Fee

C) Subsurface Drainage Systems Inspection Fee ---------- $0.25/lineal foot

**STORM WATER UTILITY FEE** **(Res 05-44) (Res 13-12)(Res 21-18)**

A) Residential or Commercial ---------- $7.00 per ERU per month

Interest charged on unpaid obligations due Draper City not paid within 30 days from the date of invoice---8% on unpaid balance or 1-1/2% per month, minimum fee is $2.00 per month.

**STREET LIGHT ACTIVATION FEE** **(Res 06-68) (Res 08-39)**

A) Fee for each street light activation as part of development activity----------$150.00

**STREET VACATION (RIGHT-OF-WAY) REQUESTS** (paid prior to City Council / Planning Commission / Department action) (**Res 07-58)**

A) Street Vacation Review Fee ----------$500

**SUBDIVISIONS** **(Res 01-05)(Res 01-28)(21-18)(R-21-25)**

A) Subdivision Larger than 5 lots
   (i) Concept Plan Review
      (a) Base Fee - up to 2 reviews----------$2,000.00 plus
         (1) 1-50 units or lots----------$25.00 per unit or lot
         (2) 51 or more units or lots ----------$10.00 per unit or lot
   (ii) Concept Plan Review, Located in the Hillside Overlay District
      (a) Base Fee - up to 2 reviews----------$2,000.00 plus
         (1) 1-50 units or lots----------$50.00 per unit or lot
         (2) 51 or more units or lots ---------- $20.00 per unit or lot Base Fee
   (iii) Preliminary Plat Review
      (a) Base Fee - up to 2 reviews----------$2,000.00 plus
         (1) 1-50 units or lots----------$50.00 per unit or lot
         (2) 51 or more units or lots ----------$20.00 per unit or lot
   (iv) Preliminary Plat Review, Located in the Hillside Overlay District
      (a) Base Fee - up to 2 reviews----------$2,000.00 plus
         (1) 1-50 units or lots---------- $100.00 per unit or lot
         (2) 51 or more units or lots ----------$40.00 per unit or lot
   (v) Final Plat Review (Includes review of construction drawings, calculating quantities, and costs for improvement guarantee, and legal review)
      (a) Base Fee - up to 2 reviews----------$2,000.00 plus
         (1) 1-50 units or lots---------- $100.00 per unit or lot
         (2) 51 or more units or lots ----------$40.00 per unit or lot
   (vi) Final Plat Review, Located in the Hillside Overlay District - (Includes review of construction drawings, calculating quantities and costs for improvement guarantee, and legal review)
      (a) Base Fee - up to 2 reviews----------$2,000.00 plus
         (1) 1-50 units or lots---------- $200.00 per unit or lot
         (2) 51 or more units or lots----------$80.00 per unit or lot

B) Minor Subdivision 5 lots or less
   (i) Concept Plan Review---------- $200.00 per unit or lot

(ii) Preliminary and Final Plat Review---------- $400.00 per unit or lot

C) Each Review after Second Review ----------$3.00 per unit or lot

D) Street Light Development Fee (number of lights, type and placement to be determined by the City Engineer)

The developer shall pay the street lighting fee directly to Utah Power and Light for the actual cost of all street lights including installation.

E) Subdivision Plat Amendment
(i) Plat Amendment----------$2000.00
(ii) Lot Line Adjustment Plat Amendment ----------$500.00
F) Joining Parcel or Parcel Boundary Adjustment --- ----------$200.00

**SURCHARGES FOR ADDITIONAL AREA IMPROVEMENTS** ---------- As set by the City Council

**TEMPORARY USE PERMIT** **(Res 03-22)**

A) Temporary Use Permit Fee* ---------- $50.00

The temporary use permit fee will be waived for the following reasons: City-sponsored functions. **(Res 15-11)**

**TRANSPORTATION FACILITIES IMPACT FEE** New Residential and Commercial Development (paid when building permit issued) **(Ord 442) (Res 05-04)**

**Area A (Valley)**

A) Single-family residential----------$1,446.54 per dwelling unit

B) Multi-family residential---------- $994.49 per dwelling unit

C) Hotel----------$843.81 per room

D) Commercial ----------$4,848.16 per 1000 SF gross lease area

E) Office, service, light manufacture----------$1,928.72 per 1000 SF

F) Industrial/Manufacturing ----------$1,054.77 per 1000 SF

G) Institutional ----------$2,004.06 per 1000 SF

**Service Area B (Traverse Mountain)**

A) Single-family residential----------$2,049.67 per dwelling unit

B) Multi-family residential----------$1,409.15 per dwelling unit

C) Hotel---------- $1,195.64 per room

D) Commercial ----------$6,869.61 per 1000 SF gross lease area

E) Office, service, light manufacture----------$2,732.90 per 1000 SF

F) Industrial/Manufacturing ----------$1,494.55 per 1000 SF

G) Institutional ----------$2,839.65 per 1000 SF

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

B) Water Rate (cost per thousand gallons)

(i) Residential

| Tiered Water Rate Schedule | Zone 1 | Zone 2 | Zone 3 |
|---|---|---|---|
| 1-5,000 gallons | ~~$1.91~~ $2.06 | ~~$2.05~~ $2.28 | ~~$3.17~~ $3.61 |
| 5,001-~~20,000~~ 10,000 gallons | ~~$3.32~~ $3.59 | ~~$3.46~~ $3.84 | ~~$4.58~~ $5.22 |
| ~~20,001~~ 10,001-50,000 gallons | ~~$3.57~~ $3.86 | ~~$3.71~~ $4.12 | ~~$4.83~~ $5.51 |
| 50,0001-100,000 gallons | ~~$3.81~~ $4.11 | ~~$3.95~~ $4.38 | ~~$5.07~~ $5.78 |
| Over 100,000 gallons | ~~$4.07~~ $4.40 | ~~$4.21~~ $4.67 | ~~$5.33~~ $6.08 |

(ii) Commercial

| Tiered Water Rate Schedule | Zone 1 | Zone 2 | Zone 3 |
|---|---|---|---|
| 1-50,000 gallons | $2.60 | $2.83 | $4.18 |
| 50,000-250,000 gallons | $2.66 | $2.89 | $4.27 |
| Over 250,000 gallons | $2.72 | $2.96 | $4.37 |
| ~~No Tier~~ | ~~$2.41~~ | ~~$2.55~~ | ~~$3.67~~ |

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

D) Water Service Deposits

(i) Residential

(a) Property Owner ---------- None

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

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

*Refundable when account closed and paid in full

**Refundable if account remains current for one year

E) Water Use from Fire Hydrants and/or Temporary Meter Connection ----------$2,000 deposit

(i) Rate ---------- $10.00 per day plus applicable zone rates per 1,000 gallons, $50.00 minimum charge

| Zone 1 | Zone 2 | Zone 3 |
|---|---|---|
| $2.18 | $2.32 | $3.44 |

**WATER SYSTEM FACILITIES IMPACT FEE** (Paid when building permit issued) **(Res. 18-19)**

A) Residential

(i) Single-family detached ---------- $2,097.00 per unit

(ii) All other housing types ---------- $1,606.00 per unit

B) Non-residential

(i) Water Meter Size

(a) 0.75 inches ---------- $2,097.00

(b) 1.00 inches ---------- $3,501.00

(c) 1.50 inches ---------- $6,982.00

(d) 2.00 inches ---------- $11,175.00

(e) 3.00 inches ---------- $24,468.00

(f) 4.00 inches ---------- $41,933.00

(g) 6.00 inches ----------$87, 368.00

(h) 8.00 inches ----------$167,733.00

Formula for Non-standard Water Impact Fees: ERC Count * $2,097.00 = Impact Fee

## WATER SYSTEM HOOKUP FEES (Res 18-70)

A) Hookup fees (Res 02-47)
   (i) 3/4-inch connection ----------$440.00
   (ii) 1-inch connection ----------$475.00
   (iii) 1 ½-inch connection---------- $665.00
   (iv) 2-inch connection----------$810.00

Hookup fees larger than 2 inches will be paid directly to installation contractor. Hookup fees are in addition to Water System Facilities Impact Fees

C) Temporary Water Meter Bypass Devices – AKA Jumpers----------$120.00

## ZONE CHANGE APPLICATION

A) Zoning Code Text Amendment (Res 01-05) ---------- $2,000.00

B) Zoning Map Amendment (Res 01-05)
   (i) 1st acre or less ---------- $2,000.00
   (ii) Each additional acre ---------- $25.00

C) Development Agreement (Res. 14-57) ----------$500.00

# MEMO

To: City Council
From: David Dobbins, City Manager
Date: 2024-06-18
Re: Approval of Resolution #24-28

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Comments:

The City Council created the city manager position and delegated powers, duties, responsibilities and authority to the person serving in that position.  David Dobbins has submitted his resignation effective June 28, 2024. This resolution appoints Mike Barker as the Acting City Attorney starting June 28, 2024, and continuing until the City Council appoints a permanent city manager.  Mr. Barker will exercise the authority and fulfill the duties of the position according to state law and Draper ordinances.

ATTACHMENTS:

Resolution 24-28 Appointing an Acting City Manager.pdf

**RESOLUTION NO. 24-28**

**A RESOLUTION OF THE DRAPER CITY COUNCIL APPOINTING AN ACTING CITY MANAGER**

**WHEREAS**, the Draper City Council has created the position of City Manager to administer the day-to-day operations of the City and its services according to the policies and programs established by the City Council; and

**WHEREAS**, the current City Manager, David Dobbins, has submitted his resignation effective June 28, 2024; and

**WHEREAS**, the City Manager position has powers, duties, responsibilities, and authority as delegated by the City Council; and

**WHEREAS**, pursuant to Draper City Municipal Code 2-3-080, the City Council desires to appoint Mike Barker as the acting city manager effective on June 28, 2024, to exercise the powers, duties, responsibilities, and authority assigned to the City Manager under statute and ordinance; and

**WHEREAS**, the City Council has determined it is in the best interest of the health, safety and welfare of the citizens of Draper to appoint Mike Barker as acting city manager based on his abilities, tenure with the City, prior experience relating to the duties of the office and managerial capabilities.

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

**Section 1. Appointment.** Mike Barker is appointed Acting Draper City Manager with all the power, duties, responsibilities, and authority specified by statute and ordinance. The appointment is effective June 28, 2024, and shall continue until the City Council appoints a permanent City Manager.

**Section 2. Concurrent Duties.** Mike Barker shall continue to exercise the power, duties, responsibilities, and authority of his position as Draper City Attorney.

**Section 3. 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 4. Effective Date.** This Resolution shall become effective immediately upon its passage.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, ON THE 18th DAY OF JUNE, 2024.**

ATTEST: DRAPER CITY

_____ _____

Laura Oscarson, City Recorder Mayor Troy K. Walker

| VOTE TAKEN: | YES | NO |
|---|---|---|
| Councilmember Green | _____ | _____ |
| Councilmember Johnson | _____ | _____ |
| Councilmember T. Lowery | _____ | _____ |
| Councilmember F. Lowry | _____ | _____ |
| Councilmember Roberts | _____ | _____ |
| Mayor Walker | _____ | _____ |

# MEMO

To: City Council
From: Malena Murray
Date: 2024-06-18
Re: Approval of Resolution #24-31

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Comments:

Request to adopt policy Section 8015 and 8090 for enhanced benefits.

ATTACHMENTS:

Resolution 24-31 Adopting Personnel Policy 8015 Donated Leave and 8090 Parental Leave.pdf

**RESOLUTION NO. 24-31**

**A RESOLUTION OF THE DRAPER CITY COUNCIL ADOPTING SECTION 8015 AND 8090 OF THE PERSONNEL POLICIES AND PROCEDURES MANUAL REGARDING POLICY DONATED LEAVE AND PARENTAL LEAVE**

**WHEREAS**, The City Council reviews and adopts policies and procedures to assist in the efficient utilization of City resources and the fair and uniform application of requirements and benefits to City employees; and

**WHEREAS,** The City Council has reviewed Policy 8015 and 8090 of the Personnel Policies and Procedures Manual and has determined a need to adopt the Donated Leave and Parental Leave Policy; and

**WHEREAS**, The City Council believes this adoption is in the best interest of the employees of Draper City.

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

**Section 1.** **Adopted.** The Draper City Council does hereby adopts Policy 8015 and 8090 of the Personnel Policies and Procedures Manual 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 its passage.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, THIS THE 18 DAY OF JUNE, 2024.**

**DRAPER CITY**

_____

**Mayor Troy K. Walker**

**ATTEST:**

_____

**Laura Oscarson, MMC, City Recorder**

| VOTE TAKEN: | YES | NO |
|---|---|---|
| Councilmember Green | _____ | _____ |
| Councilmember Johnson | _____ | _____ |
| Councilmember T. Lowery | _____ | _____ |
| Councilmember F. Lowy | _____ | _____ |
| Councilmember Roberts | _____ | _____ |
| Mayor Walker | _____ | _____ |

EXHIBIT “A”

## Section 8015 – Donated Leave

(Adopted 06/18/2024)

General Policy Statement:

Full time employees who have a serious illness or serious injury may be granted donated leave as detailed in this policy. Donated Leave is voluntary, and no employee is required to donate leave.

Policy:

In the case of an employee’s serious illness or serious injury, city employees with an accrued vacation leave balance in excess of 80 hours or accrued sick leave balance in excess of 480 hours (600 hours for sworn fire personnel assigned to a 2912 schedule) may donate leave hours to a seriously ill or seriously injured employee. After the donation of leave hours, the donating employee must have a minimum balance of 80 hours of accrued vacation or 480 hours (600 hours for sworn fire personnel assigned to a 2912 schedule) of sick leave. Leave hours will be deducted from the donor employee’s leave balance account and added to the seriously ill or seriously injured employee’s sick leave balance account. The City Manager and the department directors of the employees involved in the transfer of leave hours must approve the transfer. In order for an employee to receive donated leave hours, the employee receiving the leave donation must meet the eligibility requirements of the Family and Medical Leave Act (FMLA) and be on approved FMLA (refer to section 8010 Family and Medical Leave), have exhausted all vacation leave, sick leave, compensation time leave, and holiday leave time available for use in their combined leave balances, and not receive any paid disability leave or Workers’ Compensation. Employees who have been disciplined for abuse or misuse of their sick or vacation leave within the 12 months of requesting the donated leave are ineligible to receive donated leave. Donation of leave to an employee may not exceed 160 hours (240 for sworn fire personnel assigned to a 2912 schedule) and will be forfeited after approved leave of absence ends, and the donated hours will be credited back to the donors on a pro rata basis.

No leave will accrue while the serious ill or serious injured employee is receiving donated leave. A city holiday that occurs during donated leave will be counted as holiday.

If an employee was granted donated leave and it was found the employee received such leave on the basis of mis-stated, erroneous, or false statements, the employee will be required to reimburse the donated leave and may be subject to disciplinary action, up to, and including termination.

## Section 8090 – Parental Leave

(Adopted 06/18/2024)

General Policy Statement:

Full time employees who meet the eligibility requirements under the Family and Medical Leave Act (FMLA) will be granted paid parental leave as detailed in this policy. Refer to Section 8010 Family and Medical Leave.

1. Eligibility. Eligible employees may take up to 80 hours (120 hours for sworn fire personnel assigned to a 2912 schedule) of paid parental leave for the following:

    1.1. the birth of a child and to care for the newborn child within six months after birth;
    1.2. the placement with the employee of a child for adoption or foster care and to care for the newly placed child within six months of placement; or
    1.3. the appointment of legal guardianship of a minor child or incapacitated adult within six months after appointment.

2. Parental Leave Rules. In no case will an employee receive more than the specified hours stated above in a rolling 12-month period, regardless of whether more than one birth, adoption or foster care placement, or the appointment of legal guardian of a minor child or incapacitated adult event occurs within that 12-month time frame. Employees may take paid parental leave in a continuous period or intermittently, but must use all paid parental leave during the time frame indicated in #1. Any unused paid parental leave will be forfeited at the end of the six months of the occurring event. The qualified employee shall continue to receive all employment related benefits and payments at the same level that the qualified employee received immediately before beginning the parental leave. Parental leave:

    2.1. must run concurrently with FMLA;
    2.2. will not carryover from one rolling calendar year to the next; and
    2.3. will not be paid out at time of separation of employment.

3. Parental Leave Requests. Employees must provide their supervisor and the human resources department with notice of the request for leave at least 30 days prior to the proposed date of the leave, or if the leave was not foreseeable, as soon as practicable. The employee must complete the necessary forms and provide all documentation as required by the human resources department to substantiate the request.

# MEMO

To: City Council
From: David Dobbins, City Manager
Date: 2024-06-18
Re: Approval of Resolution #24-32

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Comments:

Draper City is purchasing .15 acres of property from the Canyons School District.  The property is located at 12433 South 800 E. The City will use the property for vehicle storage.

ATTACHMENTS:

Resolution 24-32 Canyons REPC.pdf

**RESOLUTION NO. 24-32**

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A REAL ESTATE PURCHASE AGREEMENT FOR THE PURCHASE OF PARCEL # 28-29-354-022 LOCATED AT APPROXIMATELY 12443 SOUTH 800 EAST CONSISTING OF APPROXIMATELY .15 ACRES**

**WHEREAS**, the Canyons School District owns a parcel of property: Parcel #28-29-354-022 located at approximately 12443 South 800 East in Draper (the "Property"); and

**WHEREAS**, the Property consists of approximately .15 acres; and

**WHEREAS**, the Canyons School District has offered to sell the Property to Draper City based on the terms of the Real Estate Purchase Contract ("REPC") attached as Exhibit 1; and

**WHEREAS,** the Draper City Council has determined the terms of the REPC are fair and the purchase of the Property benefits the health, safety and welfare of Draper City's residents.

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

**Section 1. Real Estate Purchase Agreement.** The Mayor is authorized to execute the Real Estate Purchase Contract attached hereto as Exhibit 1 and any other documents necessary to complete the purchase of the Property.

**Section 2. Severability Clause.** 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 18TH DAY OF JUNE, 2024.**

**ATTEST:** **DRAPER CITY**

**Laura Oscarson MMC, City Recorder** **Troy K. Walker, Mayor**

| VOTE TAKEN: | YES | NO |
|---|---|---|
| Councilmember Green | _____ | _____ |
| Councilmember Johnson | _____ | _____ |
| Councilmember T. Lowery | _____ | _____ |
| Councilmember F. Lowry | _____ | _____ |
| Councilmember Roberts | _____ | _____ |
| Mayor Walker | _____ | _____ |

# Exhibit 1

## (Real Estate Purchase Agreement)

# REAL ESTATE PURCHASE CONTRACT

## OFFER TO PURCHASE AND EARNEST MONEY DEPOSIT

On this _____ day of June, 2024 ("Offer Reference Date") CITY OF DRAPER ("Buyer") offers to purchase from CANYONS SCHOOL DISTRICT ("Seller") the Property described below and agrees to deliver to Old Republic National Title Insurance Company ("Title Company") no later than three (3) calendar days after Acceptance (as defined in Section 22), Earnest Money in the amount of $10,000.00 in the form of certified funds. After Acceptance of the REPC by Buyer and Seller, and receipt of the Earnest Money by the Title Company, the Title Company shall have two (2) calendar days in which to deposit the Earnest Money into the Escrow Account.

Title Company Old Republic National Title Insurance Company Phone: 801-285-8732

Received by: _____ on _____ (Date)
(Signature above acknowledges receipt of Earnest Money)

## OTHER PROVISIONS

**1. PROPERTY:** Parcel # 28-29-354-022 and all associated rights-of-way and easements established and relating to the Property, all of which is located in the City of Draper, Counties of Salt Lake and Utah, State of Utah, (the "Property"). Any reference below to the term "Property" shall include the Property described above, together with the Included Items and water rights/water shares, if any, referenced in Sections 1.1, 1.2 and 1.3. The exact description on the Property will be supplied by the Title Company,

**1.1 Excluded Items.** The following items are excluded from this sale: None

**1.3 Water Service.** The Purchase Price for the Property shall include all water rights/water shares, if any, that are the legal source for Seller's current culinary water service and irrigation water service, if any, to the Property. If existing, the water rights/water shares will be conveyed or otherwise transferred to Buyer at Closing by applicable deed or legal instruments. **Seller is aware of no such water rights.**

**2. PURCHASE PRICE.** The Purchase Price for the Property is $305,000.00. Except as provided in this Section, the Purchase Price shall be paid as provided in Sections 2(a) through 2(d) below. Any amounts shown in 2(b) and 2(d) may be adjusted as deemed necessary by Buyer and the Lender.

| | |
|---|---|
| $ 10,000.00 | **(a) Earnest Money Deposit.** Under certain conditions described in the REPC, this deposit may become totally non-refundable. |
| $ N/A | **(b) New Loan** |
| $ N/A | **(c) Seller Financing** |
| $ 295,000.00 | **(d) Balance of Purchase Price in Cash at Settlement** |
| $ 295,000.00 | **PURCHASE PRICE (Total of lines (a) through (d))** |

**3. SETTLEMENT AND CLOSING.**

**3.1 Settlement.** Settlement shall take place no later than the Settlement Deadline referenced in Section 23(d), or as otherwise mutually agreed by Buyer and Seller in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed and delivered to each other or to the escrow/closing office all documents required by the REPC, by the Title Company, by written escrow instructions (including any split closing instructions, if applicable), or by applicable law; (b) any monies required to be paid by Buyer or Seller under these documents have been delivered by Buyer or Seller to the other party, or to the Title Company, in the form of cash, wire transfer, cashier's check, or other form acceptable to the Title Company.

**3.2 Prorations.** All prorations, including, but not limited to, homeowner's association dues, property taxes for the current year, rents, and interest on assumed obligations, if any, shall be made as of the Settlement Deadline referenced in Section 23(d), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The provisions of this Section 3.2 shall survive Closing.

**3.3 Greenbelt.** Buyer assumes all tax consequences of conversion of the Property from its present use whenever that conversion occurs.

**3.4 Fees/Costs/Payment Obligations.** Unless otherwise agreed to in writing, Seller and Buyer shall each pay one-half (1/2) of the fee charged by the Title Company for its services in the settlement/closing process. Buyer agrees to be responsible for homeowners' association and private and public utility service transfer fees, if any, and all utilities and other

services provided to the Property after the Settlement Deadline.

**3.5 Closing**. For purposes of the REPC, "Closing" means that: (a) Settlement has been completed; (b) sufficient funds to satisfy the Purchase Price have been delivered to Seller or to the Title Company; and (c) the applicable Closing documents have been recorded in the offices of the county recorders. The actions described in 3.5 (b) and (c) shall be completed within four (4) calendar days after Settlement.

**4. POSSESSION.** Seller shall deliver physical possession of the Property to Buyer as follows **upon Closing.** Seller and Buyer shall each be responsible for any insurance coverage each party deems necessary for the Property.

**5. CONFIRMATION OF AGENCY DISCLOSURE.** Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the REPC: Seller's Agent: **None**, represents **[ ] Seller [ ] both Buyer and Seller as a Limited Agent;**

Seller's Brokerage: **None**, represents **[ ] Seller [ ] both Buyer and Seller as a Limited Agent;**

Buyer's Agent: **None**, represents **[ ] Buyer [ ] both Buyer and Seller as a Limited Agent;**

Buyer's Brokerage: **None**, represents **[ ] Buyer [ ] both Buyer and Seller as a Limited Agent.**

**6. TITLE & TITLE INSURANCE.**

**6.1 Title to Property**. Seller represents that Seller has fee title to the Property and will convey marketable title to the Property to Buyer at Closing by special warranty deed. Buyer does agree to accept title to the Property subject to the contents of the Commitment for Title Insurance (the "Commitment") provided by Seller under Section 7, and as reviewed and approved by Buyer under Section 8. Buyer also agrees to accept title to the Property subject to any existing leases, rental and property management agreements affecting the Property not expiring prior to Closing which were provided to Buyer pursuant to Section 7(e). The provisions of this Section 6.1 shall survive Closing.

**6.2 Title Insurance**. At Settlement, Seller agrees to pay for and cause to be issued in favor of Buyer, through the Title Company that issued the Commitment, a Standard Coverage Owner's Policy of Title Insurance.

**7. SELLER DISCLOSURES**: No later than the Seller Disclosure Deadline referenced in Section 23(a), Seller shall provide to Buyer the following documents in hard copy or electronic format (collectively referred to as the "Seller Disclosures"):

(a) a written Seller property condition disclosure for the Property, completed, signed and dated by Seller as provided in Section 10.3;
(b) a Commitment for Title Insurance as referenced in Section 6;
(c) a copy of any restrictive covenants (CC&R's), rules and regulations affecting the Property;
(d) a copy of the most recent minutes, budget and financial statement for the homeowners' association, if any;
(e) a copy of any lease, rental, and property management agreements affecting the Property not expiring prior to Closing;
(f) evidence of any water rights and/or water shares referenced in Section 1.4;
(g) written notice of any claims and/or conditions known to Seller relating to environmental problems and building or zoning code violations; and
(h) Other (specify) **None**

**8. BUYER'S CONDITIONS OF PURCHASE.**

**8.1 DUE DILIGENCE CONDITION.** Buyer's obligation to purchase the Property **IS** conditioned upon Buyer's Due Diligence as defined in this Section 8.1(a) below. This condition is referred to as the "Due Diligence Condition."

**(a) Due Diligence Items.** Buyer's Due Diligence shall consist of Buyer's review and approval of the contents of the Seller Disclosures referenced in Section 7, and any other tests, evaluations and verifications of the Property deemed necessary or appropriate by Buyer, such as: the physical condition of the Property; the existence of any hazardous substances, environmental issues or geologic conditions; the square footage or acreage of the land and/or improvements; the condition of the roof, walls, and foundation of the Market; the condition of the plumbing, electrical, mechanical, heating and air conditioning systems and appliances and fixtures in the Market; the costs and availability of insurance, if applicable; water source, availability and quality; the location of property lines; regulatory use restrictions or violations; fees for services such as HOA dues, municipal services, and utility costs; convicted sex offenders residing in proximity to the Property; and any other matters deemed material to Buyer in making a decision to purchase the Property. Unless otherwise provided in the REPC, all of Buyer's Due Diligence shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Seller agrees to cooperate with Buyer's Due Diligence. Buyer agrees to pay for any damage to the Property resulting from any such inspections or tests during the Due Diligence.

**(b) Buyer's Right to Cancel or Resolve Objections.** If Buyer determines, in Buyer's sole discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence Deadline referenced in Section 23(b), cancel the REPC by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 23(b), resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence.

**(c) Failure to Cancel or Resolve Objections.** If Buyer fails to cancel the REPC or fails to resolve in writing any objections Buyer has arising from Buyer's Due Diligence, as provided in Section 8.1(b), Buyer shall be deemed to have waived the Due Diligence Condition.

**8.2 APPRAISAL CONDITION.** Buyer's obligation to purchase the Property **IS NOT** conditioned upon the results of any appraisal of the Property.

**8.3 FINANCING CONDITION.** Buyer's obligation to purchase the Property **IS NOT** conditioned upon Buyer obtaining a Loan.

**8.4 EARNEST MONEY DEPOSIT.** The Earnest Money Deposit shall be credited toward the Purchase Price at Closing.

**9. ADDENDA.** There ARE additional terms to this REPC set forth in Addendum No.1 attached hereto, and incorporated by this reference.

**10. HOME WARRANTY PLAN / AS-IS CONDITION OF PROPERTY.**

**10.1 Home Warranty Plan.** A Home Warranty Plan **WILL NOT** be included in this transaction.

**10.2 Condition of Property/Buyer Acknowledgements.** Buyer acknowledges and agrees that in reference to the physical condition of the Property: **(a) Buyer is purchasing the Property in its "As-Is" condition without expressed or implied warranties of any kind; (b) Buyer shall have, during Buyer's Due Diligence as referenced in Section 8.1, an opportunity to completely inspect and evaluate the condition of the Property; and (c) if based on the Buyer's Due Diligence, Buyer elects to proceed with the purchase of the Property, Buyer is relying wholly on Buyer's own judgment and that of any contractors or inspectors engaged by Buyer to review, evaluate and inspect the Property.**

**10.3 Condition of Property/Seller Acknowledgements.** Seller acknowledges and agrees that in reference to the physical condition of the Property, Seller agrees to: (a) disclose to Buyer defects in the Property actually known to Seller that materially affect the value of the Property that cannot be discovered by a reasonable inspection by an ordinary prudent Buyer; (b) carefully review, complete, and provide to Buyer a written Seller property condition disclosure as stated in section 7(a); and (c) deliver the Property to Buyer in substantially the same general condition as it was on the date of Acceptance, as defined in Section 22; ordinary wear and tear excepted. The provisions of Sections 10.2 and 10.3 shall survive Closing.

**11. CHANGES DURING TRANSACTION.** Seller agrees that from the date of Acceptance until the date of Closing, none of the following shall occur without the prior written consent of Buyer: (a) no changes in any leases, rental or property management agreements shall be made; (b) no new lease, rental or property management agreements shall be entered into; (c) no substantial alterations or improvements to the Property shall be made or undertaken; (d) no further financial encumbrances to the Property shall be made, and (e) no changes in the legal title to the Property shall be made.

**12. AUTHORITY OF SIGNERS.** The persons signing the REPC on its behalf of Buyer and Seller each warrant his or her authority to do so and to bind Buyer and Seller, respectively.

**13. COMPLETE CONTRACT.** The REPC together with its addenda, any attached exhibits, and Seller Disclosures (collectively referred to as the "REPC"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The REPC cannot be changed except by written agreement of the parties.

**14. MEDIATION.** Any dispute relating to the REPC arising prior to or after Closing **MAY, AT THE OPTION OF THE PARTIES,** first be submitted to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and share equally in the cost of such mediation. If mediation fails, the other procedures and remedies available under the REPC shall apply. Nothing in this Section 14 prohibits any party from seeking emergency legal or equitable relief, pending mediation. The provisions of this Section 14 shall survive Closing.

**15. DEFAULT.**

**15.1 Buyer Default.** If Buyer defaults, Seller may elect one of the following remedies: (a) cancel the REPC and retain the Earnest Money Deposit as liquidated damages; or (b) return the Earnest Money Deposit to Buyer and pursue any other remedies available at law.

**15.2 Seller Default.** If Seller defaults, Buyer may elect one of the following remedies: (a) cancel the REPC, and in addition to the return of the Earnest Money Deposit, Buyer may elect to accept from Seller, as liquidated damages, a sum

equal to the Earnest Money Deposit; or (b) accept a return of the Earnest Money Deposit, and pursue any other remedies available at law. If Buyer elects to accept liquidated damages, Seller agrees to pay the liquidated damages to Buyer upon demand.

**16. ATTORNEY FEES AND COSTS/GOVERNING LAW.** In the event of litigation or binding arbitration to enforce the REPC, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation under Section 15. This contract shall be governed by and construed in accordance with the laws of the State of Utah. The provisions of this Section 17 shall survive Closing.

**17. NOTICES.** Except as provided in Section 22, all notices required under the REPC must be: (a) in writing; (b) signed by the Buyer or Seller giving notice; and (c) received by the Buyer or the Seller, or their respective agent, no later than the applicable date referenced in the REPC.

**18. NO ASSIGNMENT.** The REPC and the rights and obligations of Buyer hereunder, are personal to Buyer. The REPC may not be assigned by Buyer without the prior written consent of Seller. Furthermore, the inclusion of "and/or assigns" or similar language on the line identifying Buyer on the first page of the REPC shall not constitute Seller's prior written consent to any future assignment.

**19. INSURANCE & RISK OF LOSS.**

**19.1 Insurance Coverage.** As of Closing, Buyer shall be responsible to obtain casualty and liability insurance coverage on the Property in amounts acceptable to Buyer and Buyer's Lender, if applicable.

**19.2 Risk of Loss.** If prior to Closing, any part of the Property is damaged or destroyed by fire, vandalism, flood, earthquake, or act of God, the risk of such loss or damage shall be borne by Seller; provided however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the Purchase Price referenced in Section 2, either Seller or Buyer may elect to cancel the REPC by providing written notice to the other party, in which instance the Earnest Money Deposit, or Deposits, if applicable, shall be returned to Buyer.

**20. TIME IS OF THE ESSENCE.** Time is of the essence regarding the dates set forth in the REPC. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in the REPC: (a) performance under each Section of the REPC which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" and "calendar days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (e.g. Acceptance). Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to the REPC, except as otherwise agreed to in writing by such non-party.

**21. ELECTRONIC TRANSMISSION AND COUNTERPARTS.** Electronic transmission (including email and fax) of a signed copy of the REPC, any addenda and counteroffers, and the retransmission of any signed electronic transmission shall be the same as delivery of an original. The REPC and any addenda and counteroffers may be executed in counterparts.

**22. ACCEPTANCE.** "Acceptance" occurs **only** when **all** of the following have occurred: (a) Seller or Buyer has signed the offer or counteroffer where noted to indicate acceptance; and (b) Seller or Buyer or their agent has communicated to the other party or to the other party's agent that the offer or counteroffer has been signed as required.

**23. CONTRACT DEADLINES.** Buyer and Seller agree that the following deadlines shall apply to the REPC:

**(a) Seller Disclosure Deadline:** July 1, 2024

**(b) Due Diligence Deadline:** **July 1**, 2024

**(c) Settlement Deadline:** The earlier (a) of July 12, 2024, or (b) 15 days following the waiver of Buyer's Due Diligence condition provided in Section 8.1.

**24. OFFER AND TIME FOR ACCEPTANCE.** Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept this offer by: June 20, 2024 **[ ] AM [ 5 ] PM** Mountain Time on, this offer shall lapse.

**DRAPER CITY** By:_____
Buyer Buyer's Authorized Signature (Offer Date)

1020 East Pioneer Road 84020 801-576-6523
(Buyer's Notice Address) (Zip Code) (Phone)

**ACCEPTANCE/COUNTEROFFER/REJECTION**

**CHECK ONE:**

[ ] **ACCEPTANCE OF OFFER TO PURCHASE:** Seller Accepts the foregoing offer on the terms and conditions specified above.
[ ] **COUNTEROFFER:** Seller presents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached ADDENDUM NO. _____.
[ ] **REJECTION:** Seller rejects the foregoing offer.

**CANYONS SCHOOL DISTRICT** _____

Seller (Seller's Authorized Signature) (Date)(Time)

9361 South 300 East, Sandy, UT 84070

(Seller's Notice Address) (Zip Code) (Phone)

# MEMO

To: City Council
From: John Vuyk, Finance Director
Date: 2024-06-18
Re: Public Comment: Ordinance #1616

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Comments:

# MEMO

To: City Council
From: Travis DeJong.
Date: 2024-06-18
Re: Public Hearing: Providing Local Consent for a Full-Service Restaurant License for Kompas Taqueria LLC.

---

Comments:

Kompas Taqueria LLC located at 726 E 12200 S Suite B is seeking Local Consent for a Full-Service Restaurant license. They have provided the following:

- Liquor liability insurance.
- Bond payable to the Department of Alcoholic Beverage Services.
- Floor map showing where alcohol is to be served, stored, and consumed.
- Sales tax license.
- A background check conducted by the Bureau of Criminal Identification.

Kompas Taqueria LLC has also holds a current commercial business license, numbered CBL-6662-2023, and expiring 8-31-2024.

**The findings for Local Consent approval are as follows:**

DCMC 6-4-040 requires that a full-service restaurant be at least three hundred feet (300') away from any community location (schools, churches, public libraries, public playgrounds, and public parks) measured by the shortest pedestrian route taken from the nearest patron entrance of the restaurant to the property boundary of the community location.

Kompas Taqueria LLC has met this requirement.

DCMC 6-4-040 requires that a full-service restaurant be at least two hundred feet (200') away from any community location (schools, churches, public libraries, public playgrounds, and public parks) measured in a straight line from the nearest patron entrance of the restaurant to the property boundary of the community location.

Kompas Taqueria LLC has met this requirement.

DCMC 6-4-050 places no restrictions on the number of full-service restaurant licenses

that can be granted by the City.

ATTACHMENTS:

Bond.pdf
ATTACHMENTS:

Liquor Liability Insurance.png
ATTACHMENTS:

Kompas Taqueria LLC - License Cert 2023.pdf
ATTACHMENTS:

Sales Tax License DRAPER.jpg
ATTACHMENTS:

Kompas Taqueria Local Consent PP.pptx

# UTAH DEPARTMENT OF ALCOHOLIC BEVERAGES SERVICES

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

## FULL RESTAURANT LIQUOR BOND

BOND # 108020899

### KNOW ALL PERSONS BY THESE PRESENTS:

That Principal, **Kompas Taqueria** a full restaurant liquor licensee, doing business as _____, and Surety, **Travelers Casualty and Surety Company of America** a corporation organized and existing under the laws of the state of **CONNECTICUT** and authorized to do business in Utah, are held and bound unto the Utah Department of Alcoholic Beverages Services in the sum of $10,000, for which payment will be made, we hereby bind ourselves and our representatives, assigns, and successors firmly by these presents.

Dated this **28** day of **March**, **2024**.

### THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the above principal has made application to the Utah Alcoholic Beverages Services Commission for a restaurant liquor license pursuant to the provisions of 32B-5-204 and 32B-6-204, Utah Code.

NOW, THEREFORE, if said principal, its officers, agents and employees shall faithfully comply with the provisions of Title 32B, Utah Code, and the rules and directives of the Utah Alcoholic Beverages Services Commission and the Utah Department of Alcoholic Beverages Services, then this bond shall be void; but, if said principal, its officers, agents and employees fail to comply with the provisions of the laws, rules and directives or orders as the commission or department may issue, then this bond shall be in full force and effect and payable to the Utah Department of Alcoholic Beverages Services. This bond shall run for a continuing term effective **March 27, 2024** unless canceled by service of written notice upon the Utah Department of Alcoholic Beverages Services, which cancellation shall be effective 30 days after receipt of such notice; provided however, that no part of this bond shall be withdrawn or canceled while violations, legal actions or proceedings are pending against said licensee / principal.

**Travelers Casualty and Surety Company of America**
Surety

_____
Attorney in fact

**Joshua Kayser**

SEAL

{ Corporate Seal }

**Kompas Taqueria**
Principal / Licensee

_____
Authorized signature

_____
Name / Title

## STATUTORY AFFIDAVIT FOR CORPORATE SURETY

STATE OF: **Missouri**

COUNTY OF: **Boone**

On the **28** day of **March**, **2024**, personally appeared before me **Joshua Kayser**, who, being by me duly sworn, did say that he/she is the attorney in fact of **Travelers Casualty and Surety Company of America**, Surety, and that said instrument was signed in behalf of said surety by authority, and acknowledged to me that he/she as such attorney in fact executed the same.

Notary Public Signature & Seal

PAT SCHOLL
Notary Public, Notary Seal
State of Missouri
Boone County
Commission # 12290120
My Commission Expires 05-31-2024

Note: Corporate surety's own certificate/affidavit also acceptable

| TRAVELERS | **Travelers Casualty and Surety Company of America**<br>**Travelers Casualty and Surety Company**<br>**St. Paul Fire and Marine Insurance Company**<br>**Farmington Casualty Company** |
|---|---|

**POWER OF ATTORNEY**

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **Joshua Kayser** of **COLUMBIA**, **MO** their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge the following bond or undertaking, and any riders thereto:

**Surety Bond No.: 108020899** **Principal: Kompas Taqueria**

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **16th** day of **February**, **2024.**

State of Connecticut

City of Hartford ss.

By:_____
Bryce Grissom, Senior Vice President

On this the **16th** day of **February**, **2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

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

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

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

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

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 28 day of March, 2024.

_____
Kevin E. Hughes, Assistant Secretary

***To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.***
***Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.***

These Declarations are part of the Common Declarations containing the name of the insured and the policy period.

| Section I Property - Policywide Coverage and Limits of Insurance | |
|---|---|
| **Property Limits and Coverages** | **Limits of Insurance** |
| Building Limit Automatic increase | 6% |
| Equipment Breakdown – see form UGBP 00 16 | Included |
| Business Income Actual Loss Sustained | 12 months |
| Business income ordinary payroll coverage | 60 days |
| Extended business income | 30 days |
| Employee Dishonesty | $10,000 |
| Accounts Receivable | $25,000 |
| Valuable Papers and Records - on premises | $25,000 |
| Buildings newly acquired or constructed | $250,000 |
| Personal property newly acquired or constructed | $100,000 |
| Contractors Equpment Coverage Limit | $0 |
| Total Property limits | $305,000 |

| Section II Liability - Policywide Coverage and Limits of Insurance | |
|---|---|
| **Liability Limits of Insurance** | **Limits of Insurance** |
| Business Liability & Medical Expenses Limit - Per Occurrence | $1,000,000 |
| Personal and Advertising Injury Limit - Per Occurrence | Included in Limit above |
| Business Liability & Medical Expenses Aggregate | $2,000,000 |
| Medical Expenses - Per Person | $5,000 |
| Damage to Premises Rented to You | $300,000 |
| Products/Completed Operations Aggregate | Included |
| Hired and Non owned Auto | No Coverage |
| Liquor Liability | $1,000,000 / $2,000,000 |

| Location Blanket Building and Business Personal Property Limit and Coverages | | | | | |
|---|---|---|---|---|---|
| Location # | 1 | Buildings | 1 | 726 E 12200 S STE B, DRAPER, UT 84020 | |
| Property limits | | | | | $305,000 |
| Section I Loss Deductible | | | | | $1,000 |
| Optional Coverage Deductible | | | | | $500 |
| Property Valuation Clause | | | | | RCV |

**Draper City**
1020 E. Pioneer Road Draper, UT 84020
(801) 576-6530

# BUSINESS LICENSE CERTIFICATE

**THIS LICENSE IS NOT TRANSFERABLE**

**License Number:** CBL-6662-2023

**Business Name:** Kompas Taqueria LLC
**DBA:**

**Business Location:** 726 E 1200 S Suite B
Draper, UT 84020

**Owner:** Yorman Arrieche

**Issued Date:** 8-31-2023
**Expiration Date:** 8-31-2024

**Business Activities:** 722513 - Limited-Service Restaurants

**License Type:** Business Commercial

Troy K. Walker

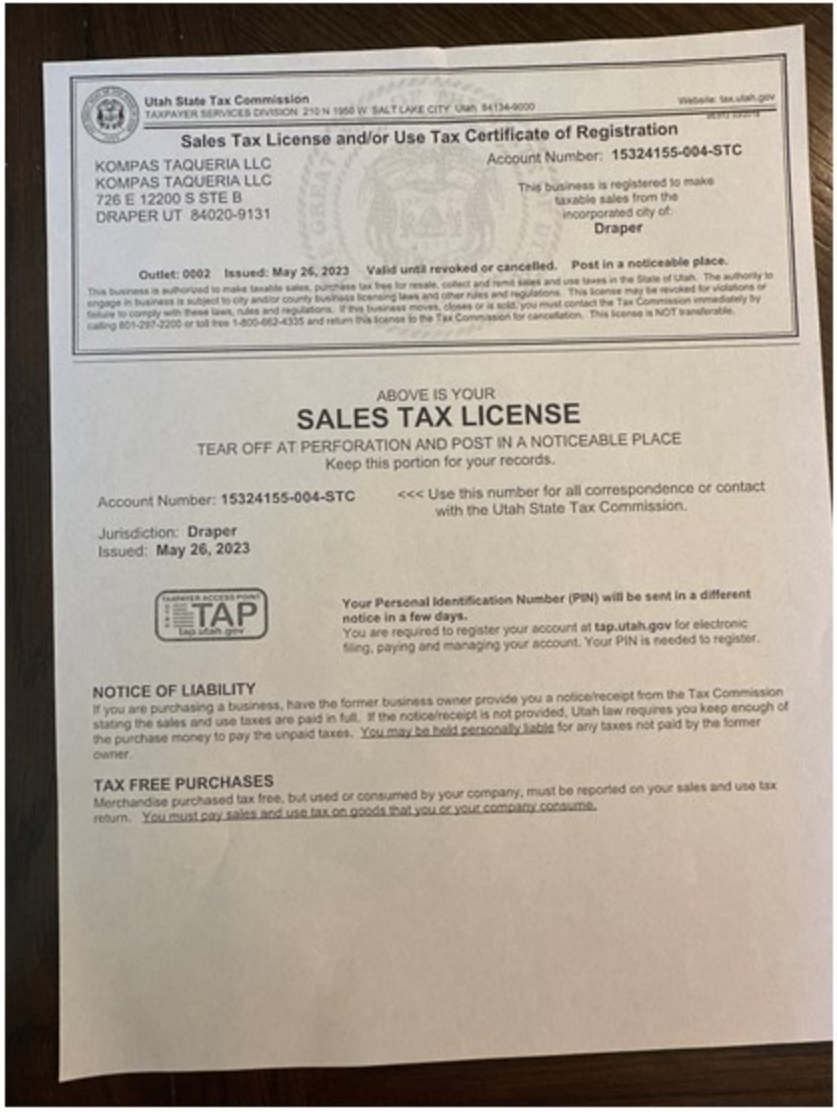
Draper City Mayor

Travis M. DeJong

Draper City Business Licensing Authorized Signature

**This license is granted to the named company to do business Draper City at the named address.**
***This license is not transferable between owners.*** **This license is only for type of business stated.**

**TO BE POSTED IN A CONSPICUOUS PLACE**



Utah State Tax Commission
TAXPAYER SERVICES DIVISION 210 N 1950 W SALT LAKE CITY Utah 84134-9000
Website: tax.utah.gov

## Sales Tax License and/or Use Tax Certificate of Registration

KOMPAS TAQUERIA LLC
KOMPAS TAQUERIA LLC
726 E 12200 S STE B
DRAPER UT 84020-9131

Account Number: **15324155-004-STC**

This business is registered to make taxable sales from the incorporated city of:
**Draper**

**Outlet: 0002 Issued: May 26, 2023 Valid until revoked or cancelled. Post in a noticeable place.**

This business is authorized to make taxable sales, purchase tax free for resale, collect and remit sales and use taxes in the State of Utah. The authority to engage in business is subject to city and/or county business licensing laws and other rules and regulations. This license may be revoked for violations or failure to comply with these laws, rules and regulations. If this business moves, closes or is sold, you must contact the Tax Commission immediately by calling 801-297-2200 or toll free 1-800-662-4335 and return this license to the Tax Commission for cancellation. This license is NOT transferable.

ABOVE IS YOUR
# SALES TAX LICENSE
TEAR OFF AT PERFORATION AND POST IN A NOTICEABLE PLACE
Keep this portion for your records.

Account Number: **15324155-004-STC** <<< Use this number for all correspondence or contact with the Utah State Tax Commission.

Jurisdiction: **Draper**
Issued: **May 26, 2023**

TAXPAYER ACCESS POINT TAP tap.utah.gov

**Your Personal Identification Number (PIN) will be sent in a different notice in a few days.**
You are required to register your account at **tap.utah.gov** for electronic filing, paying and managing your account. Your PIN is needed to register.

### NOTICE OF LIABILITY
If you are purchasing a business, have the former business owner provide you a notice/receipt from the Tax Commission stating the sales and use taxes are paid in full. If the notice/receipt is not provided, Utah law requires you keep enough of the purchase money to pay the unpaid taxes. You may be held personally liable for any taxes not paid by the former owner.

### TAX FREE PURCHASES
Merchandise purchased tax free, but used or consumed by your company, must be reported on your sales and use tax return. You must pay sales and use tax on goods that you or your company consume.

DRAPER CITY
COMMUNITY DEVELOPMENT

# Draper City Business Licensing

## Full-Service Restaurant License

---

### Kompas Taqueria LLC

726 E 12200 S Suite B
Draper, UT 84020

Travis DeJong

DRAPER CITY
COMMUNITY DEVELOPMENT

# Overview




726 E 12200 S Suite B
Draper, UT 84020

## Full-Service Restaurant License:

Allows restaurants to store, sale, and serve all kinds of alcoholic beverages alongside a food purchase.

DRAPER CITY
COMMUNITY DEVELOPMENT

# Draper City Code Distance Requirements
## Full-Service Restaurant

DCMC 6-4-040: LICENSE APPLICATION LOCAL CONSENT EXPIRATION AND RENEWAL: (B) (2) (b) A ... full-service restaurant ... license shall not be granted to any applicant for any location situated within...

three hundred feet (300') of any community location as measured from the nearest patron entrance of the proposed restaurant by following the shortest route of ordinary pedestrian travel to the property boundary of the community location...

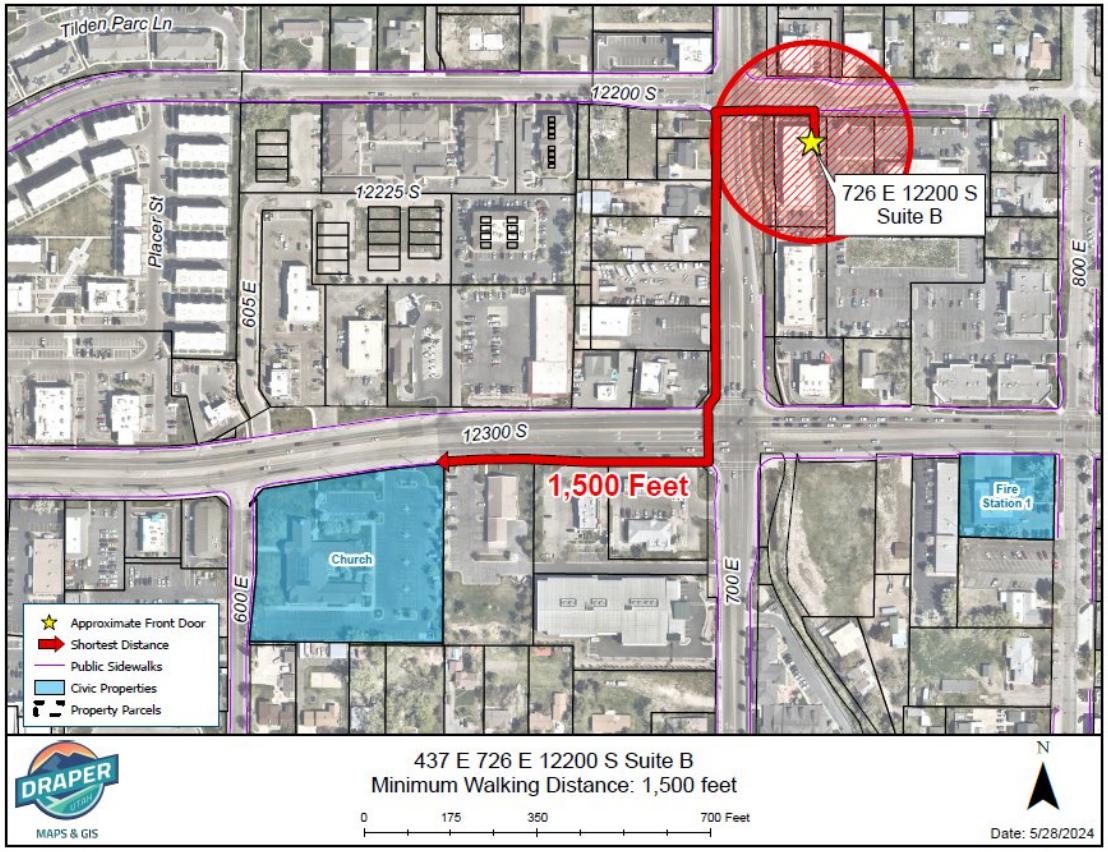
or within two hundred feet (200') of the proposed restaurant measured in a straight line from the nearest patron entrance of the proposed restaurant to the nearest property boundary of the community location.

Community locations include:

- Schools
- Churches
- Public libraries
- Public playgrounds and parks

DRAPER CITY
COMMUNITY DEVELOPMENT

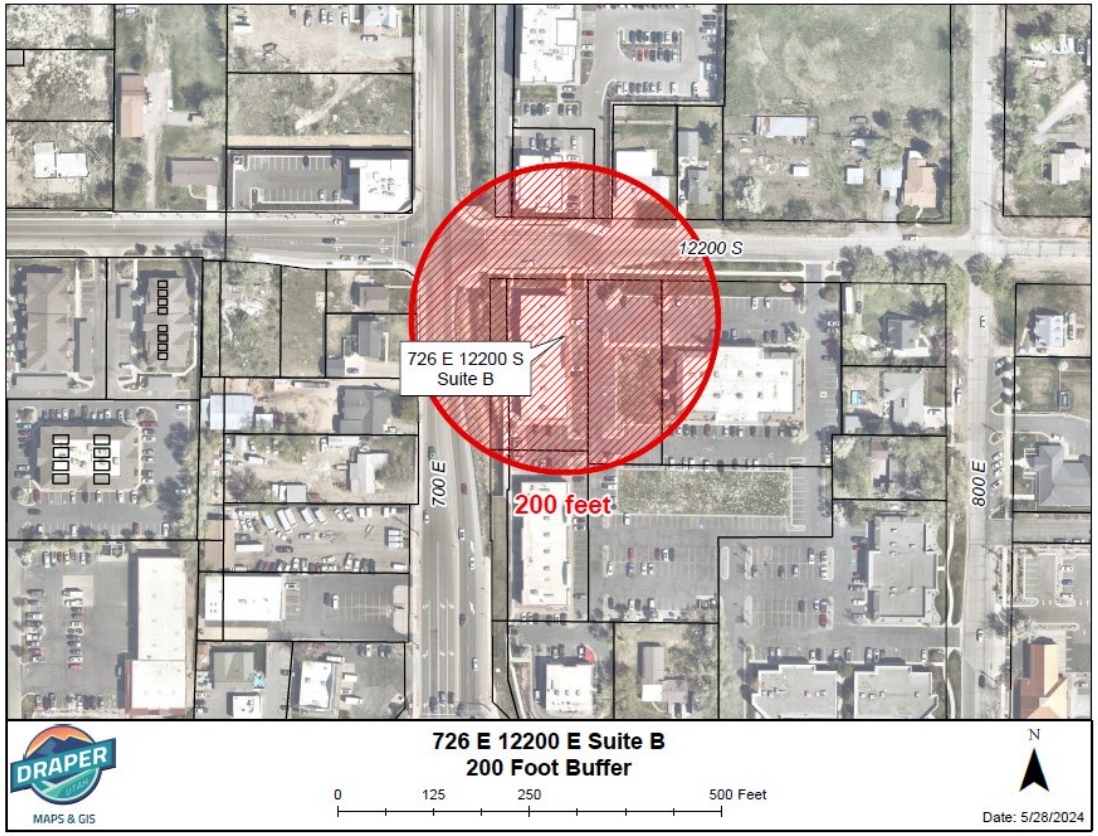
# 300 ft. Distance Requirement (Ordinary Pedestrian Travel)




Entrance must be at least 300 ft., following the shortest pedestrian route, from a community location.

DRAPER CITY
COMMUNITY DEVELOPMENT

# 200 ft. Distance Requirement (Straight Line)




Entrance must be at least 200 ft., drawn in a straight line, from a community location.

DRAPER CITY
COMMUNITY DEVELOPMENT

# Action:
# Provide Local Consent
# or
# Deny Local Consent

DCMC 6-4-050: ON PREMISE LICENSE

c. Restriction on Licenses: There shall be no limitation on the number of full-service or limited-service, or beer-only restaurant license granted by Draper City.

# MEMO

To: City Council
From: Travis DeJong
Date: 2024-06-18
Re: Public Hearing: Providing Local Consent for a Limited-Service Restaurant License for Sushi Bomb LLC.

---

Comments:

Sushi Bomb LLC's located at 196 W 12300 S Suite 101 is seeking Local Consent for a Limited-Service Restaurant license. They have provided the following:

- Liquor liability insurance.
- Bond payable to the Department of Alcoholic Beverage Services.
- Floor map showing where alcohol is to be served, stored, and consumed.
- Sales tax license.
- A background check conducted by the Bureau of Criminal Identification.

Sushi Bomb LLC currently holds a  Draper City business license for their restaurant operations, numbered CBL-7247-2023, expiring March 31, 2025.

**The findings for Local Consent approval are as follows:**

DCMC 6-4-040 requires that a limited-service restaurant be at least three hundred feet (300') away from any community location (schools, churches, public libraries, public playgrounds, and public parks) measured by the shortest pedestrian route taken from the nearest patron entrance of the restaurant to the property boundary of the community location.

Sushi Bomb LLC has met this requirement.

DCMC 6-4-040 requires that a limited-service restaurant be at least two hundred feet (200') away from any community location (schools, churches, public libraries, public playgrounds, and public parks) measured in a straight line from the nearest patron entrance of the restaurant to the property boundary of the community location.

Sushi Bomb LLC has met this requirement.

DCMC 6-4-050 places no restrictions on the number of limited-service restaurant licenses that can be granted by the City.

ATTACHMENTS:

Commercial Business License.pdf
ATTACHMENTS:

Sales Tax License.pdf
ATTACHMENTS:

Bond.pdf
ATTACHMENTS:

Floor Plan.pdf
ATTACHMENTS:

Liquor Liability Insurance.pdf
ATTACHMENTS:

Sushi Bomb LLC Local Consent PP.pptx

# Draper City

1020 E Pioneer Rd Draper, UT 84020
(801) 576-6530

# Business License Certificate

**This License is NOT Transferrable**

**License Number:** CBL-7247-2023

**Business Name:** Sushi Bomb LLC

**DBA:**

**Business Location:** 196 W 12300 S Suite 101
Draper, UT 84020

**Owner Name:** Tong Lin

**Business Activities:** 722511 - Full-Service Restaurants

**License Type:** Business Commercial

**Issued Date:** 3/31/2024

**Expiration Date:** 3/31/2025

*Troy Walker, Draper City Mayor*

*Travis DeJong, Business License Official*

**This license is granted to the named company to do business in Draper City at the named address.**
***This license is not transferable between owners.*** **This license is only for the business activities stated.**
TO BE POSTED IN A CONSPICUOS PLACE

**Utah State Tax Commission**
TAXPAYER SERVICES DIVISION 210 N 1950 W SALT LAKE CITY Utah 84134-9000 Website: tax.utah.gov

atL012 03/2018

## Sales Tax License and/or Use Tax Certificate of Registration

SUSHI BOMB LLC
SUSHI BOMB LLC
196 W 12300 S STE 101
DRAPER UT 84020-8090

Account Number: **15606552-004-STC**

This business is registered to make taxable sales from the incorporated city of:
**Draper**

**Outlet: 0002 Issued: January 1, 2024 Valid until revoked or cancelled. Post in a noticeable place.**

This business is authorized to make taxable sales, purchase tax free for resale, collect and remit sales and use taxes in the State of Utah. The authority to engage in business is subject to city and/or county business licensing laws and other rules and regulations. This license may be revoked for violations or failure to comply with these laws, rules and regulations. If this business moves, closes or is sold, you must contact the Tax Commission immediately by calling 801-297-2200 or toll free 1-800-662-4335 and return this license to the Tax Commission for cancellation. This license is NOT transferable.

ABOVE IS YOUR

# SALES TAX LICENSE

TEAR OFF AT PERFORATION AND POST IN A NOTICEABLE PLACE
Keep this portion for your records.

Account Number: **15606552-004-STC** <<< Use this number for all correspondence or contact with the Utah State Tax Commission.

Jurisdiction: **Draper**
Issued: **January 1, 2024**

TAXPAYER ACCESS POINT UTAH TAP tap.utah.gov

**Your Personal Identification Number (PIN) will be sent in a different notice in a few days.**
You are required to register your account at **tap.utah.gov** for electronic filing, paying and managing your account. Your PIN is needed to register.

### NOTICE OF LIABILITY

If you are purchasing a business, have the former business owner provide you a notice/receipt from the Tax Commission stating the sales and use taxes are paid in full. If the notice/receipt is not provided, Utah law requires you keep enough of the purchase money to pay the unpaid taxes. You may be held personally liable for any taxes not paid by the former owner.

### TAX FREE PURCHASES

Merchandise purchased tax free, but used or consumed by your company, must be reported on your sales and use tax return. You must pay sales and use tax on goods that you or your company consume.

SUSHI BOMB LLC
196 W 12300 S STE 101
DRAPER UT  84020-8090

UTAH DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL

1625 S 900W • P.O. Box 30408 • Salt Lake City, UT 84130-0408 • Phone (801) 977-6800 • Fax (801) 977-6889

# "RESTAURANT LIQUOR BOND"

**BOND # 94 GC 9342 6**

**KNOW ALL PERSONS BY THESE PRESENTS:**

That **Principal,** **SUSHI BOMB LLC**, a restaurant liquor licensee, doing business as _____, and **Surety,** **State Farm Fire and Casualty Company**, a corporation organized and existing under the laws of the state of **Illinois** and authorized to do business in Utah, are held and bound unto the Utah Department of Alcoholic Beverage Control in the sum of **$10,000,** for which payment will be made, we hereby bind ourselves and our representatives, assigns, and successors firmly by these presents.

Dated this **6TH** day of **MAY 2024**.

**THE CONDITION OF THIS OBLIGATION IS SUCH THAT:**

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

NOW, THEREFORE, if said principal, its officers, agents and employees shall faithfully comply with the provisions of Title 32B, Utah Code, and the rules and directives of the Utah Alcoholic Beverage Control Commission and the Utah Department of Alcoholic Beverage Control, then this bond shall be void; but, if said principal, its officers, agents and employees fail to comply with the provisions of the laws, rules and directives or orders as the commission or department may issue, then this bond shall be in full force and effect and payable to the Utah Department of Alcoholic Beverage Control. This bond shall run for a continuing term effective **MAY 6, 2024** unless canceled by service of written notice upon the Utah Department of Alcoholic Beverage Control, which cancellation shall be effective 30 days after receipt of such notice; provided however, that no part of this bond shall be withdrawn or canceled while violations, legal actions or proceedings are pending against said licensee/principal.

*STATE FARM FIRE AND CASUALTY COMPANY*
**Surety**

Kathy J Walker
Attorney in fact

*{ Corporate Seal }*

**KATHY J WALKER**/Attorney-in-Fact
Name/Title

_____
**Principal/Licensee**

_____
Authorized signature

STATE FARM FIRE AND CASUALTY COMPANY CORPORATE SEAL BLOOMINGTON, ILLINOIS

*SFB-400024 UT.1*

**STATUTORY AFFIDAVIT FOR CORPORATE SURETY**

STATE OF : **ILLINOIS**

COUNTY OF : **MCLEAN**

On the **6TH** day of **MAY 2024**, personally appeared before me, **KATHY J WALKER**, who, being by me duly sworn, did say that he/she is the attorney in fact of **State Farm Fire and Casualty Company**, **Surety,** and that said instrument was signed in behalf of said surety by authority, and acknowledge to the he/she as such attorney in fact executed the same.

Suzanne M. Robertson

***Notary Public Signature & Seal***

OFFICIAL SEAL
SUZANNE M. ROBERTSON
NOTARY PUBLIC - STATE OF ILLINOIS
MARCH 12, 2025

***Note:*** ***Corporate surety's own affidavit also acceptable***

)0024 UT.1

# Power of Attorney

STATE FARM FIRE AND CASUALTY COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That STATE FARM FIRE AND CASUALTY COMPANY, an Illinois corporation, with its principal office in Bloomington, Illinois, does hereby constitute and appoint: Staci Ballenger, Pamela Chancellor, Sarah Deleon, Tina Easley, Kim Filter, Mark Fink, Aubrey Foxx, Julie Freed, Matthew J. Gibbons, Jay W. Hendren, LeAnn Henry, John R. Horton, Jeanette Hughes, Jerry Jacek, Julia Klinzing, Lori McDowell, Melissa L. Morris, Brianna Novacek, Suzanne M. Robertson, Brittney Royal, Alice Schuler, Mario Silva, Heidi Simmons, Heidi Stevens, Perry Tracy, Kathy J. Walker, Karen Weber, Dawn Welles Boyd, Karli Yoder of Bloomington, Illinois its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in the nature of a bond as follows:

Any such obligation in any amount

This appointment is made under and by the authority of a resolution which was passed by the Executive Committee of the Board of Directors of State Farm Fire and Casualty Company on the 25th day of February, 2021, as is duly authorized by the Board of Directors in Article II, Section 6 of the By-Laws of the Company, which resolution is:

Resolved, that the Officer of the Company who works regularly with surety bonds is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-in-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in the nature of a bond, which the Company might execute through its officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-in-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected or appointed officers of the Company. Any Attorney-in-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of any Officer of the Company noted above and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the any Officer of the Company noted above, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, STATE FARM FIRE AND CASUALTY COMPANY has caused this instrument to be signed by its Assistant Secretary Treasurer, and its Corporate Seal to be affixed this 25th day of February, 2021.

This APPOINTMENT SHALL CEASE AND TERMINATE AUTOMATICALLY AS OF DECEMBER 31, 2025, UNLESS SOONER REVOKED AS PROVIDED.

STATE FARM FIRE AND CASUALTY COMPANY

By: John R. Horton
John R. Horton - Assistant Secretary Treasurer

STATE OF ILLINOIS
COUNTY OF McLEAN

On this 25th day of February, 2021, before me personally came John R. Horton to me known, who being duly sworn, did depose and say that he is Assistant Secretary Treasurer of STATE FARM FIRE AND CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation, that the seal affixed to said instrument is such Corporate Seal; and that he executed said instrument on behalf of the corporation by authority of his office under the By-Laws of said corporation.

OFFICIAL SEAL
SUZANNE M. ROBERTSON
NOTARY PUBLIC - STATE OF ILLINOIS
MARCH 12, 2025

Suzanne M. Robertson
Notary Public
My commission expires March 12, 2025

## CERTIFICATE

I, the undersigned Assistant Secretary Treasurer of STATE FARM FIRE AND CASUALTY COMPANY, do hereby certify that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

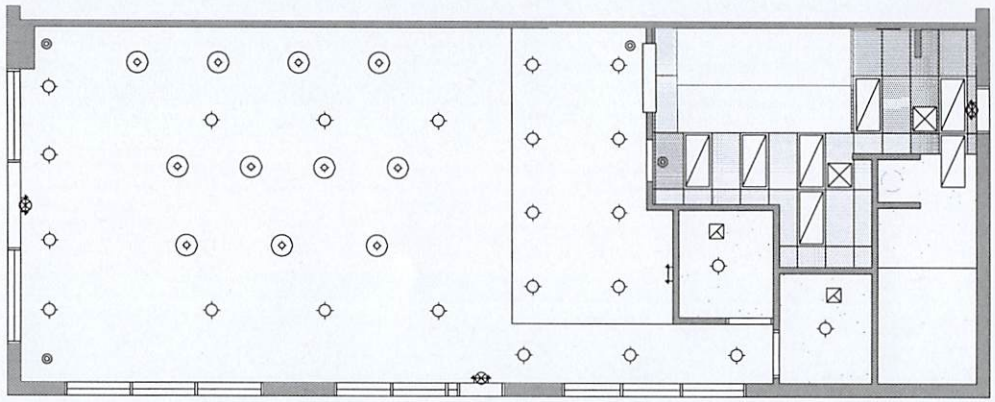
Signed and sealed at Bloomington, Illinois. Dated this 6TH day of MAY 2024.

Julia Klinzing
Julia Klinzing – Assistant Treasurer

If you have a question concerning the validity of this Power of Attorney, call (309) 766-2090.

FB6-9045.R
(02-25-2021)

Printed in U.S.A.



AS-IS CEILING PLAN
SCALE: 1/4" = 1'-0"

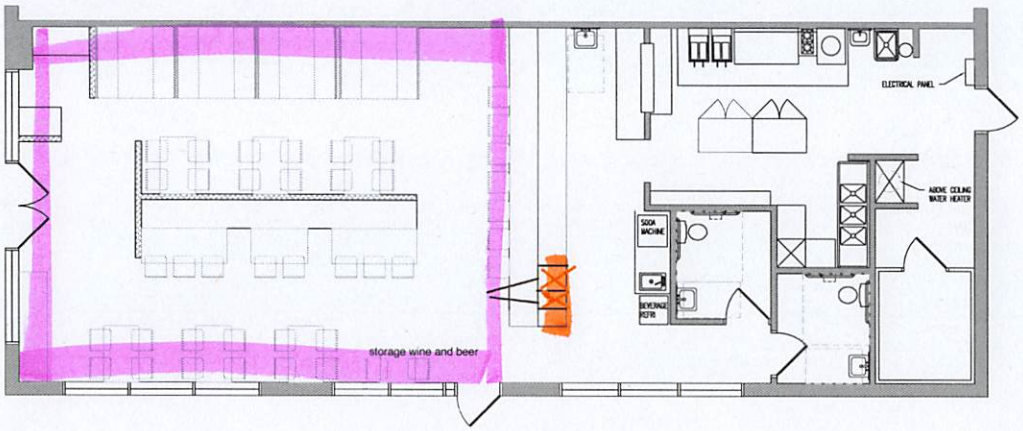
NORTH

LIGHTING LEGEND:

- EX LED PENDANTS, WITH 15W LED PAR BULBS AS SELECTED BY OWNER.
- EX COMBINATION EXIT AND EMERGENCY LIGHT. EXIT TO BE 5 LED MAX
- EX LED TROFFER LIGHT - TO BE RELOCATED TO NEW POSITION SHOWN 54W LED
- EX RECESSED DOWNLIGHT WITH 17W LED BULB
- EX BUGEYE TYPE EMERGENCY LIGHT WITH BATTERY BACKUP FOR 90 MINUTE RUNTIME AND LED INDICATOR MOUNT AT CEILING
- EX SECURITY CAMERA

GENERAL NOTES:

- SPACE IS FIRE SPRINKLED
- ALL LIGHTS ANN EQUIPMENTS ARE EXISTING AND TO REMAIN
- NO WORK TO BE DONE TO THIS SPACE




AS-IS FLOOR PLAN
SCALE: 1/4" = 1'-0"

NORTH

= selling + consumption

= storage

VDG
VINCENT DESIGN GROUP, INC.
ARCHITECTS AND PLANNERS
401 EAST 1700 SOUTH, SALT LAKE CITY, UTAH (801) 484-2046

AS-IS BUILDING PLANS
SUSHI BOMB
196 W 12300 S #101
DRAPER, UT
84020

AS-IS FLOOR PLAN AND CEILING PLAN

ARCH. PROJECT NO: XX-XXX
DATE: X/X/X
DRAWN BY: BRENT
CHECKED BY:
DESIGNED BY:

© COPYRIGHT VDG ARCHITECTS

| DATE | REVISION |
|---|---|

SHEET TITLE
A-1.00
ARCHITECTURAL

ALL IDEAS, DESIGNS, ARRANGEMENTS, AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY AND THE PROPERTY OF VINCENT DESIGN GROUP, P.C. AND WERE CREATED, EVOLVED AND DEVELOPED WITH THIS SPECIFIED PROJECT. NONE OF THE IDEAS, DESIGNS, ARRANGEMENTS OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, FIRM, OR CORPORATION FOR ANY PURPOSE WHATSOEVER, WITHOUT WRITTEN CONSENT OF VINCENT DESIGN GROUP, INC. BARRING REPRODUCTION HEREOF IS A CRIMINAL OFFENSE UNDER 18 U.S.C. SEC. 506 UNAUTHORIZED DISCLOSURE MAY CONSTITUTE TRADE SECRET MISAPPROPRIATION, A VIOLATION OF I.C. 24-2-31 ET. SEQ. AND OTHER LAWS.

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/22/2024

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

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

**PRODUCER**

State Farm

TRAVIS EHRHART INSURANCE INC
2363 N HILLFIELD RD
STE 3
LAYTON UT 84041

**CONTACT NAME:** COOPER RAYMOND
**PHONE (A/C, No, Ext):** 8017763377 **FAX (A/C, No):** 8017768833
**E-MAIL ADDRESS:** COOPER.RAYMOND.VABAIO@STATEFARM.COM

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : State Farm Fire and Casualty Company | 25143 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**

SUSHI BOMB LLC
196 W 12300 S
DRAPER UT 84020

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADD INSD | SUB WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | [X] COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 1,000,000 |
| | [ ] CLAIMS-MADE [X] OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | 94-B6-X858-1 | 11/15/2023 | 11/15/2024 | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | [X] POLICY [ ] PRO-JECT [ ] LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | [ ] ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | [ ] UMBRELLA LIAB [ ] OCCUR | | | | | | EACH OCCURRENCE | $ |
| | [ ] EXCESS LIAB [ ] CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | [ ] DED [ ] RETENTION $ | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | | | | | [ ] PER STATUTE [ ] OTH-ER | $ |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] | N / A | | | | | E.L. EACH ACCIDENT | $ |
| | (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| X | BONDS: LIQUOR LIABILITY | | | 94-GC-9342-6 | 05/06/2024 | 05/06/2025 | LIQUOR | $ 10,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

**CERTIFICATE HOLDER**

UTAH DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL
1625 S 900 W
SALT LAKE CITY UT 84104

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE**

**Completed by an authorized State Farm representative. If signature is required, please contact a State Farm agent.**

**© 1988-2015 ACORD CORPORATION. All rights reserved.**

DRAPER CITY
COMMUNITY DEVELOPMENT

# Draper City Business Licensing

## Limited-Service Restaurant License

---

Sushi Bomb LLC

196 W 12300 S Suite 101
Draper, UT 84020

Travis DeJong

DRAPER CITY
COMMUNITY DEVELOPMENT

# Overview




196 W 12300 S Suite 101
Draper, UT 84020

## Limited-Service Restaurant License:

Allows restaurants to store, sale, and serve wine, beer, and heavy beer alongside a food purchase.

DRAPER CITY
COMMUNITY DEVELOPMENT

# Draper City Code Distance Requirements
## Limited-Service Restaurant

DCMC 6-4-040: LICENSE APPLICATION LOCAL CONSENT EXPIRATION AND RENEWAL: (B) (2) (b) A ... limited-service restaurant ... license shall not be granted to any applicant for any location situated within...

three hundred feet (300') of any community location as measured from the nearest patron entrance of the proposed restaurant by following the shortest route of ordinary pedestrian travel to the property boundary of the community location...

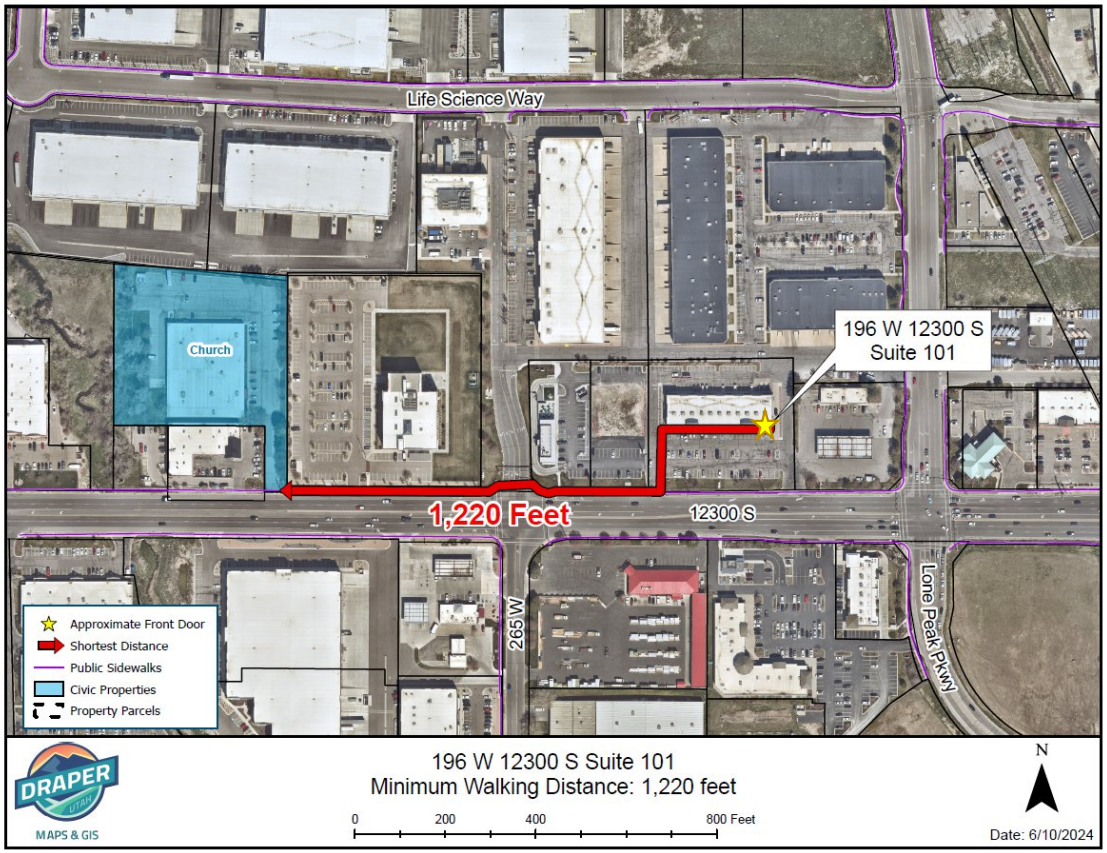
or within two hundred feet (200') of the proposed restaurant measured in a straight line from the nearest patron entrance of the proposed restaurant to the nearest property boundary of the community location.

Community locations include:

- Schools
- Churches
- Public libraries
- Public playgrounds and parks

DRAPER CITY
COMMUNITY DEVELOPMENT

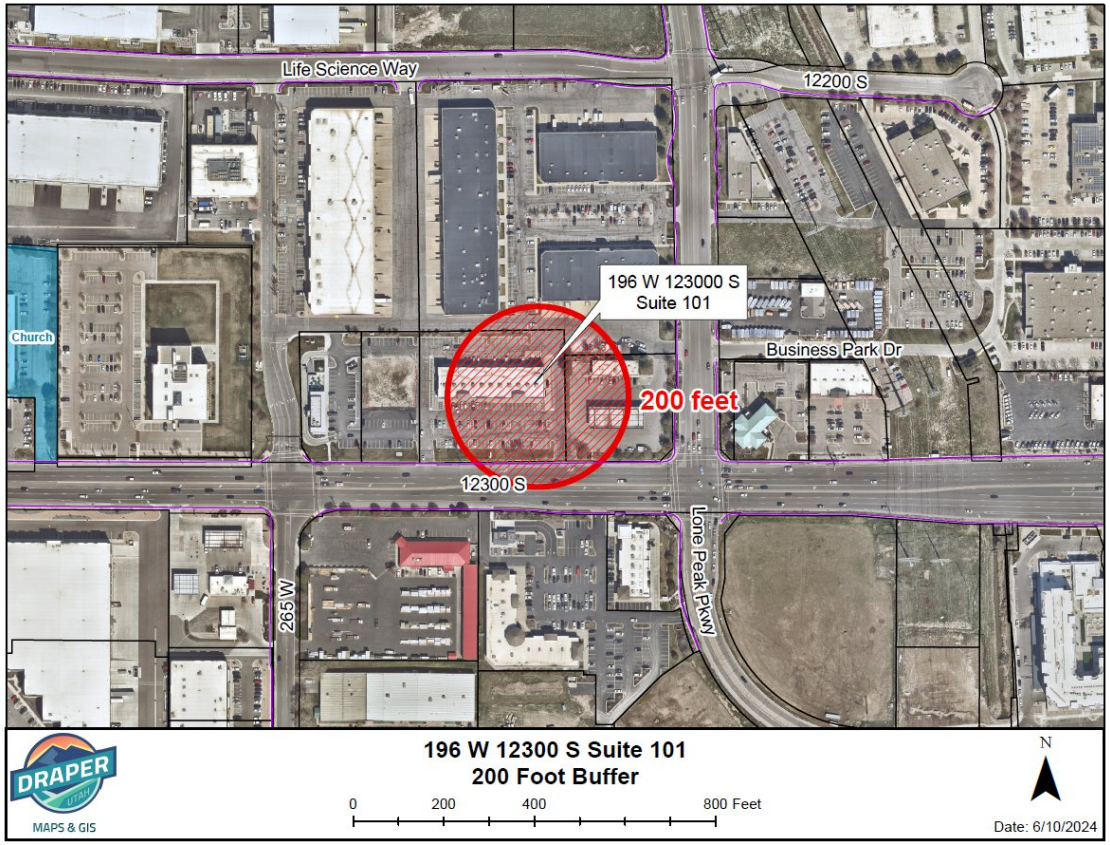
# 300 ft. Distance Requirement (Ordinary Pedestrian Travel)




Entrance must be at least 300 ft., following the shortest pedestrian route, from a community location.

DRAPER CITY
COMMUNITY DEVELOPMENT

# 200 ft. Distance Requirement (Straight Line)




Entrance must be at least 200 ft., drawn in a straight line, from a community location.

DRAPER CITY
COMMUNITY DEVELOPMENT

# Action:
# Provide Local Consent
# or
# Deny Local Consent

DCMC 6-4-050: ON PREMISE LICENSE

c. Restriction on Licenses: There shall be no limitation on the number of full-service or limited-service, or beer-only restaurant license granted by Draper City.

# MEMO

To: City Council
From: John Vuyk
Date: 2024-06-18
Re: Action Item: Resolution #24-29

---

Comments:

A Resolution adopting the 2024 Fraud Risk Assessment for the City of Draper.

ATTACHMENTS:

Council Packet - Resolution 24-29 - Accepting the Fraud Risk Assessment for FY2024.pdf

# REQUEST FOR COUNCIL ACTION

| | |
|---|---|
| **To:** | **Mayor & City Council** |
| **From:** | **John Vuyk, Finance Director** |
| **Date:** | **June 18, 2024** |
| **Subject:** | **2024 Fraud Risk Assessment** |
| **Applicant Presentation:** | **None** |
| **Staff Presentation:** | **John Vuyk, Finance Director** |

**RECOMMENDATION:**
Approve Resolution #24-29 approving the 2024 Fraud Risk Assessment

**BACKGROUND AND FINDINGS:**
The Utah State Auditor's Office has implemented a Fraud Risk Assessment that they would like reviewed, completed and presented to the City Council. This assessment is designed to help measure and reduce the risk of undetected fraud, abuse, and noncompliance in local governments. This assessment will be completed on an annual basis with this report for 2024.

**PREVIOUS LEGISLATIVE ACTION:**
N/A

**FISCAL IMPACT: Finance Review: _____**
N/A

**SUPPORTING DOCUMENTS:**
- Resolution #24-29
- Fraud Risk Assessment

**RESOLUTION NO. 24-29**

**A RESOLUTION ADOPTING THE 2024 FRAUD RISK ASSESSMENT FOR THE CITY OF DRAPER.**

**WHEREAS,** the City is required to provide an annual Fraud Risk Assessment report to the Utah State Auditors; and

**WHEREAS,** the purpose of this assessment, in part, is to fulfill the requirement set forth by the Utah State Auditor's Office; and

**WHEREAS,** the City Council supports internal controls, policies, practices and processes that ensure the operations in the City are performed effectively and efficiently; and

**WHEREAS,** the City Council supports and is dedicated to providing frameworks and guidance on risk management, internal controls, and fraud deterrence.

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

**Section 1.** Approval. The City Council hereby adopts the Annual Fraud Risk Assessment for 2024 as shown in Exhibit "A" attached hereto and incorporated herein by reference. The City Manager and Finance Director are authorized to sign the Fraud Risk Assessment and file it with the Utah State Auditor's Office.

**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 THE 18th DAY OF JUNE 2024.**

**DRAPER CITY**

_____
**Mayor Troy K. Walker**

**ATTEST:**

_____
**Laura Oscarson, City Recorder**

| **VOTE TAKEN:** | **YES** | **NO** |
|---|---|---|
| Councilmember Green | _____ | _____ |
| Councilmember Johnson | _____ | _____ |
| Councilmember T. Lowery | _____ | _____ |
| Councilmember F. Lowry | _____ | _____ |
| Councilmember Roberts | _____ | _____ |
| Mayor Walker | _____ | _____ |

DocuSign Envelope ID: 8371B51F-97F4-477A-845C-DD3B421EA7D1

# Fraud Risk Assessment

## Continued

*Total Points Earned: 355 /395 *Risk Level:

| Very Low | Low | Moderate | High | Very High |
|---|---|---|---|---|
| > 355 | 316-355 | 276-315 | 200-275 | < 200 |

| | Yes | Pts |
|---|---|---|
| 1. Does the entity have adequate basic separation of duties or mitigating controls as outlined in the attached Basic Separation of Duties Questionnaire? | X | 200 |
| 2. Does the entity have governing body adopted written policies in the following areas: | | |
| a. Conflict of interest? | X | 5 |
| b. Procurement? | X | 5 |
| c. Ethical behavior? | X | 5 |
| d. Reporting fraud and abuse? | X | 5 |
| e. Travel? | X | 5 |
| f. Credit/Purchasing cards (where applicable)? | X | 5 |
| g. Personal use of entity assets? | X | 5 |
| h. IT and computer security? | X | 5 |
| i. Cash receipting and deposits? | X | 5 |
| 3. Does the entity have a licensed or certified (CPA, CGFM, CMA, CIA, CFE, CGAP, CPFO) expert as part of its management team? | X | 20 |
| a. Do any members of the management team have at least a bachelor's degree in accounting? | X | 10 |
| 4. Are employees and elected officials required to annually commit in writing to abide by a statement of ethical behavior? | X | 20 |
| 5. Have all governing body members completed entity specific (District Board Member Training for local/special service districts & interlocal entities, Introductory Training for Municipal Officials for cities & towns, etc.) online training (training.auditor.utah.gov) within four years of term appointment/election date? | | 20 |
| 6. Regardless of license or formal education, does at least one member of the management team receive at least 40 hours of formal training related to accounting, budgeting, or other financial areas each year? | X | 20 |
| 7. Does the entity have or promote a fraud hotline? | X | 20 |
| 8. Does the entity have a formal internal audit function? | | 20 |
| 9. Does the entity have a formal audit committee? | X | 20 |

*Entity Name: DRAPER CITY

*Completed for Fiscal Year Ending: JUNE 30,2024 *Completion Date: JUNE 7, 2024

*CAO Name: DAVID DOBBINS *CFO Name: JOHN VUYK

*CAO Signature: David Dobbins 6/10/2024 | 8:01 AM PDT *CFO Signature: John Vuyk 6/7/2024 | 5:05 PM MD

*Required

# MEMO

To: City Council
From: John Vuyk
Date: 2024-06-18
Re: Action Item: Resolution #24-30

---

Comments:

Resolution #24-30  A Resolution of the Draper City Council acting as the governing body of the Traverse Ridge Special Service District adopting and certifying a tax rate for the 2025 taxable year.

ATTACHMENTS:

Council Packet - Resolution 24-30 - TRSSD Tax Rate for FY2025.pdf

# REQUEST FOR COUNCIL ACTION

| | |
|---|---|
| **To:** | **Mayor and City Council** |
| **From:** | **John Vuyk, Finance Director** |
| **Date:** | **June 18, 2024** |
| **Subject:** | **TRSSD Equalized Tax Rate for Fiscal Year 2024-25** |
| **Applicant Presentation:** | **None** |
| **Staff Presentation:** | **John Vuyk, Finance Director** |

**RECOMMENDATION:**
Approve Resolution 24-30 adopting the Certified Tax Rate for the Traverse Ridge Special Service District for the 2024 taxable year. The Auditor's Certified Tax Rate is 0.000706. The Auditor's Certified Tax Revenue is $540,664.

**BACKGROUND AND FINDINGS:**
None

**PREVIOUS LEGISLATIVE ACTION:**
None

**FISCAL IMPACT: Finance Review: _____**
**N/A**

**SUPPORTING DOCUMENTS:**
- Resolution 24-30

**RESOLUTION NO. 24-30**

**A RESOLUTION OF THE DRAPER CITY COUNCIL ACTING AS THE GOVERNING BODY OF THE TRAVERSE RIDGE SPECIAL SERVICE DISTRICT ADOPTING AND CERTIFYING A TAX RATE FOR THE 2025 TAXABLE YEAR.**

**WHEREAS,** the Draper City Council ("Council") acted as the Governing Body for the purpose of creating the Traverse Ridge Special Service District ("District") as a Special Service District in accordance with the Utah Special Service District §17D-1-101 et seq. Utah Annotated , 1953 (the "Act"); and

**WHEREAS,** the Council created the Administrative Control Board in accordance with the provisions of §17D-1-101 of the Act and delegated to the Administrative Control Board the power to act as the governing authority of the District; and

**WHEREAS,** the Council cannot lawfully delegate to the Administrative Control Board the power to levy a tax on the property within the District and the Council retains the power and duty to levy a tax on the taxable property within the District; and

**WHEREAS,** the Administrative Control Board desires to have the Council, as the Governing Body of the District, establish a certified tax rate for the 2025 taxable year at a rate of 0.000706 per dollar of the taxable value on all taxable property within the District for the purpose of funding operating expenses and capital improvements; and

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

**Section 1.** The following Equalized Property Tax Rate is established for the Traverse Ridge Special Service District for tax year 2024 and is hereby adopted:

| Salt Lake County | Utah County |
|---|---|
| 0.000706 | 0.000706 |

**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 THE 18th DAY OF JUNE, 2024.**

**DRAPER CITY**

_____
**Mayor Troy K. Walker**

**ATTEST:**

_____
**Laura Oscarson, City Recorder**

| **VOTE TAKEN:** | **YES** | **NO** |
|---|---|---|
| Councilmember Green | _____ | _____ |
| Councilmember Johnson | _____ | _____ |
| Councilmember T. Lowery | _____ | _____ |
| Councilmember F. Lowry | _____ | _____ |
| Councilmember Roberts | _____ | _____ |
| Mayor Walker | _____ | _____ |

# MEMO

To: City Council
From: John Vuyk
Date: 2024-06-18
Re: Action Item: Ordinance #1615

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Comments:

An ordinance adopting the compensation schedule for statutory employees for Fiscal Year 2024-25

ATTACHMENTS:

Council Packet - Ordinance 1615 - Adopting the Compensation Schedule for Statutory Employees.pdf

# REQUEST FOR COUNCIL ACTION

| | |
|---|---|
| **To:** | **Mayor and City Council** |
| **From:** | **John Vuyk, Finance Director** |
| **Date:** | **June 18, 2024** |
| **Subject:** | **Adopting the compensation schedule for statutory employees for Fiscal Year 2024-25** |
| **Applicant Presentation:** | **None** |
| **Staff Presentation:** | **John Vuyk, Finance Director** |

**RECOMMENDATION:**
Approve Ordinance 1615 adopting the compensation schedule for Draper City statutory employees as proposed.

**BACKGROUND AND FINDINGS:**
See attached FY2025 Budget

**PREVIOUS LEGISLATIVE ACTION:**
None

**FISCAL IMPACT: Finance Review: _____**
See attached FY2025 Annual Budget and changes

**SUPPORTING DOCUMENTS:**

- Ordinance 1615

**ORDINANCE NO. 1615**

**AN ORDINANCE COMPENSATION SCHEDULES FOR STATUTORY OFFICERS FOR THE FISCAL YEAR 2024-2025.**

**WHEREAS,** Utah Code §10-3-818 provides that elective and statutory officers in municipalities may only receive compensation for services pursuant to ordinance enacted by the legislative body following a public hearing; and

**WHEREAS,** the compensation schedules for elective officers will not change while the compensation schedules for statutory officer are proposed to be changed for FY 2024-2025; and

**WHEREAS,** a public hearing to consider the compensation schedules for statutory officers has been noticed and held and all interested persons were heard; and

**WHEREAS,** the City Council has considered the compensation schedule for statutory officers.

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

**Section 1.** The City Council adopts the following compensation schedules for Draper City's statutory officer:

| Title | Grade | Min. Range | Mid. Point | Max. Range |
|---|---|---|---|---|
| **City Recorder** | **18** | 34.77 | 45.18 | 55.58 |
| **City Treasurer** | **18** | 34.77 | 45.18 | 55.58 |

**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 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 THE 18TH DAY OF JUNE, 2024.**

**DRAPER CITY**

_____
**Mayor Troy K. Walker**

**ATTEST:**

_____
**Laura Oscarson, City Recorder**

| VOTE TAKEN: | YES | NO |
|---|---|---|
| Councilmember Green | _____ | _____ |
| Councilmember Johnson | _____ | _____ |
| Councilmember T. Lowery | _____ | _____ |
| Councilmember F. Lowry | _____ | _____ |
| Councilmember Roberts | _____ | _____ |
| Mayor Walker | _____ | _____ |

# MEMO

To: City Council
From: John Vuyk
Date: 2024-06-18
Re: Action Item: Resolution #24-33

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Comments:

A resolution adopting the acting budget for the time period of July 1, 2024 to June 30, 2025, or until such time as the FY2024-2025 Budget contemplating an increase in property tax is adopted.

ATTACHMENTS:

Council Action Request - Resolution 24-33 - Adopting the Acting Budget for FY2025.docx

# REQUEST FOR COUNCIL ACTION

| | |
|---|---|
| **To:** | **Mayor and City Council** |
| **From:** | **John Vuyk, Finance Director** |
| **Date:** | **June 18, 2024** |
| **Subject:** | **Final Budget for Fiscal Year 2024-25** |
| **Applicant Presentation:** | **None** |
| **Staff Presentation:** | **John Vuyk, Finance Director** |

**RECOMMENDATION:**
Approve Resolution 24-33 - A resolution adopting the acting budget for the time period of July 1, 2024 to June 30, 2025, or until such time as the FY2024-2025 Budget contemplating an increase in property tax is adopted.

**BACKGROUND AND FINDINGS:**
See attached FY2025 Budget and proposed changes

**PREVIOUS LEGISLATIVE ACTION:**
None

**FISCAL IMPACT: Finance Review: _____**
See attached FY2025 Annual Budget and changes

**SUPPORTING DOCUMENTS:**

- Resolution 24-33
- FY2025 Annual Budget
- FY2025 Compensation schedules
- Form PT-800 Salt Lake County
- Form PT800 Utah County