



CITY COUNCIL AGENDA

Tuesday, July 16, 2024, 6:00 PM
1020 E. Pioneer Road
Draper, Utah 84020
Council Chambers

6:00 PM STUDY MEETING

Update: Major Road Capital Improvement Projects - Scott Cooley

Presentation: 2024 Moderate Income Housing Report

Presentation and work session regarding the annual Moderate Income Housing Plan (MIHP) and required reporting to the State. Staff presentation by Todd Taylor.

Council/Manager Reports

7:00 PM BUSINESS MEETING

1. **Call to Order**

2. **Pledge of Allegiance**

3. **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.

4. **Consent Items**

4.a **Approval of the July 2, 2024 City Council Minutes.**

4.b **Approval of Resolution #24-35**

A Resolution authorizing the purchase of a police canine for a nominal sum. Staff: Rich Ferguson

4.c **Approval of Resolution #24-36**

A Resolution of the Draper City Council approving a Multi-jurisdictional Building Inspection Services Agreement

5. **Items for Council Consideration**

5.a Public Hearing: Providing Local Consent for a Single Event Permit for Craft Culinary Concepts LLC dba Vermilion Hospitality Group.

Staff report by Travis DeJong

5.b Public Hearing: Providing Local Consent for a Beer-Only Restaurant License for Pork N Roll Utah Inc dba Pork N Roll.

Staff report by Travis DeJong

5.c Public Hearing: This is an opportunity for the public to address the council about the creation of a new school district. The boundary of the proposed new school district will include the cities of Lehi, American Fork, Cedar Hills, Highland, Alpine, and a section of Draper within Utah County boundaries.

Staff report by Mike Barker.

6. Recess to a Community Reinvestment Agency Meeting.

7. Adjournment

I, the City Recorder of Draper City, certify that copies of this agenda for the **Draper City Council** meeting to be held **July 16, 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: Todd Taylor

Date: 2024-07-16

Re: Presentation: 2024 Moderate Income Housing Report

Comments:

Staff presentation and work session regarding the annual reporting requirements associated with implementation of the City's Moderate Income Housing Plan (MIHP). The reporting period is for actions taken between August 1, 2023 and July 31, 2024. Reporting is done online and is due to the Department of Workforce Services, Housing and Community Development Division by August 1, 2024.

An outline of the elements that the city will report on and a copy of the currently adopted MIHP are attached. Discussion will focus on potential adjustments to the strategies, actions that have been taken over the past year, and results of a work session held with the Planning Commission on July 11, 2024.

ATTACHMENTS:

[Draper_City_2024_MIHP_Report_Outline_-_CC - Study.pdf](#)

ATTACHMENTS:

[Moderate_Income_Housing_Plan__MIHP_.pdf](#)

Draper City 2024 Moderate Income Housing Report Outline

General Information:

1. Contact information and selection of correct report type.

Zoning Data:

1. Provide current zoning map.

Entitled Units:

1. Provide a count of entitled residential units that have not pulled a building permit as of 5/1/2024. Broken down by those units entitled through:
 - a. Development agreement, planned unit development, or other legal document
 - b. Overlay zone
 - c. Residential zoning
2. Provide a count of the entitled residential units which have received will serve letters.
3. Describe any barriers to developing these units.

Accessory Dwelling Units:

1. Provide the following data:
 - a. How does the City count ADUs?
 - b. Total number of ADUs in the City.
 - c. Total number of new building permits for ADUs from 8/1/2023-7/31/2024.
 - d. Total number of new ADU Permits from 8/1/2023-7/31/2024.
 - e. Total number of other permits or licenses issued for ADUs from 8/1/2023-7/31/2024.

Feedback and Recommendations:

1. What types of support would be helpful to the community in supporting the implementation of the moderate income housing strategies? (Select all that apply)
 - Housing Supply Data
 - Housing Needs Data
 - Technical Planning Assistance
 - Model Ordinances
 - Case Studies
 - Staff Resources
 - Reporting Technical Assistance
 - Guidebooks for Planning and Reporting
 - Education on Partnering with Nonprofits
 - Other

Reporting on Strategies:

1. Provide the following for each selected strategy:
 - a. Reference the Implementation Plan for this strategy and list the benchmarks that were planned to be complete during the period of 8/1/2023-7/31/2024.
 - b. Describe each action taken to implement the strategy during this period.
 - c. Describe each land use regulations or land use decisions made to implement the strategy during this period.
 - d. What barriers were encountered in implementing the strategy?
 - e. Describe changes observed as a result of implementing the strategy.

HOUSING

Chapter 4



In 2019 the Utah State Legislature first passed legislation requiring cities to adopt a Moderate Income Housing Plan (MIHP) as part of their General Plan and select specific strategies and targets listed within the legislation to increase the number of moderate income housing units available for residents and employees within the municipalities' boundaries. In 2022 the Utah State Legislature made changes to the list of specific strategies and required all cities to amend their General Plans by October 1, 2022 to align with the updated strategies from the new list provided within the State Code. The State also required that the MIHP include five (5) year implementation plans for each selected strategy within the plan, and to provide an annual progress report to the Utah Division of Workforce Services each year. The enacted legislation prescribed a set number of strategies that each city must implement in order to be eligible for certain transportation funding, and an additional count that a city could choose to implement in exchange for receiving priority status for such funding.

Potential Strategies List from Utah Code Section 10-9a-403(2)(b)(iii):

(HB 462) https://le.utah.gov/xcode/Title10/Chapter9A/C10-9a-S403_2022050420220601.pdf

- (A) Rezone for densities necessary to facilitate the production of moderate income housing;
- (B) Demonstrate investment in the rehabilitation or expansion of infrastructure that facilitates the construction of moderate income housing;
- (C) Demonstrate investment in the rehabilitation of existing uninhabitable housing stock into moderate income housing;
- (D) Identify and utilize general fund subsidies or other sources of revenue to waive construction related fees that are otherwise generally imposed by the municipality for the construction or rehabilitation of moderate income housing;
- (E) Create or allow for, and reduce regulations related to, internal or detached accessory dwelling units in residential zones;
- (F) Zone or rezone for higher density or moderate income residential development in commercial or mixed-use zones near major transit investment corridors, commercial centers, or employment centers;
- (G) Amend land use regulations to allow for higher density or new moderate income residential development in commercial or mixed-use zones near major transit investment corridors;
- (H) Amend land use regulations to eliminate or reduce parking requirements for residential development where a resident is less likely to rely on the resident's own vehicle, such as residential development near major transit investment corridors or senior living facilities;
- (I) Amend land use regulations to allow for single room occupancy developments;
- (J) Implement zoning incentives for moderate income units in new developments;
- (K) Preserve existing and new moderate income housing and subsidized units by utilizing a landlord incentive program, providing for deed restricted units through a grant program, or, notwithstanding [Utah State Code] Section 10-9a-535, establishing a housing loss mitigation fund;
- (L) Reduce, waive, or eliminate impact fees related to moderate income housing;
- (M) Demonstrate creation of, or participation in, a community land trust program for moderate income housing;
- (N) Implement a mortgage assistance program for employees of the municipality, an employer that provides contracted services to the municipality, or any other public employer that operates within the municipality;
- (O) Apply for or partner with an entity that applies for state or federal funds or tax incentives to promote the construction of moderate income housing, an entity that applies for programs offered by the Utah Housing Corporation within that agency's funding capacity, an entity that applies for affordable housing programs administered by the Department of Workforce Services, an entity that applies for affordable housing programs administered by an association of governments established by an interlocal agreement under [Utah State Code] Title 11, Chapter 13, Interlocal Cooperation Act, an entity that applies for services provided by a public housing authority to preserve and create moderate income housing, or any other entity that applies for programs or services that promote the construction or preservation of moderate income housing;
- (P) Demonstrate utilization of a moderate income housing set aside from a community reinvestment agency, redevelopment agency, or community development and renewal agency to create or subsidize moderate income housing;

- (Q) Create a housing and transit reinvestment zone pursuant to [Utah State Code] Title 63N, Chapter 3, Part 6, Housing and Transit Reinvestment Zone Act;
- (R) Eliminate impact fees for any accessory dwelling unit that is not an internal accessory dwelling unit as defined in [Utah State Code] Section 10-9a-530;
- (S) Create a program to transfer development rights for moderate income housing;
- (T) Ratify a joint acquisition agreement with another local political subdivision for the purpose of combining resources to acquire property for moderate income housing;
- (U) Develop a moderate income housing project for residents who are disabled or 55 years old or older;
- (V) Develop and adopt a station area plan in accordance with [Utah State Code] Section 10-9a-403.1;
- (W) Create or allow for, and reduce regulations related to, multifamily residential dwellings compatible in scale and form with detached single-family residential dwellings and located in walkable communities within residential or mixed-use zones; and
- (X) Demonstrate implementation of any other program or strategy to address the housing needs of residents of the municipality who earn less than 80% of the area median income, including the dedication of a local funding source to moderate income housing or the adoption of a land use ordinance that requires 10% or more of new residential development in a residential zone be dedicated to moderate income housing.

As a municipality with a fixed guide-way public transit station, Draper City is required to implement strategy V from the list above; at least one (1) of the strategies G, H, or Q; and three (3) additional strategies for a total of five (5). The City can also choose to implement an additional one (1) strategy for a total of six (6) to receive priority consideration for certain transportation funding. With many strategies to select from, it is important to select strategies that balance the needs of the existing community with those of future residents and employees, particularly those with moderate incomes.

In an effort to assist the City in identifying defined targets that were measurable and reasonably achievable, Draper City engaged Zions Bank to conduct a housing assessment to help inform the Moderate Income Housing Plan elements of the 2019 General Plan. In 2022 Draper City again engaged Zions Bank to provide an update to the 2019 housing assessment to reflect the five (5) year implementation timeline (through the year 2027) as required by the new State legislation. A copy of the study is included as Appendix A and the data and general assessments are also considered as part of the overall Housing Plan.

The population of Draper City has grown by approximately 22.6% over the past decade, and 10% in the past five (5) years. The annual population growth trend is slowing, but continues to remain close to a rate of two-percent (2%) per year. Using uniform and reliable data in decision making and tracking the effectiveness of, and progress made, through programs and policies is vital. The following data and statistics are provided here as important benchmarks and considerations for use in evaluating and implementing plans related to the creation and retention of Moderate Income Housing.

Current Population:

| Draper, UT | Amount | Notes: |
|---------------------------------------------------|----------------|---------------------------------------------------|
| Total Population 2021 | 51,749 | US Census Quick facts 2021 |
| Total Population 2017 / % increase from 2017-2021 | 47,043 / 10% | US Census Bureau |
| Total Population 2012 / % increase from 2012-2021 | 42,212 / 22.6% | US Census Bureau |
| Total Households | 14,390 | 2020 American Community Survey 5-Year Estimates |
| Average Persons per Household | 3.21 | US Census Bureau |
| Estimated Households between 50% to 80% AMI | 1,887 | 2019 Zion's Bank housing plan projection for 2023 |
| Estimated Households between 30% to 50% AMI | 648 | 2019 Zion's Bank housing plan projection for 2023 |
| Estimated Households <30% AMI | 961 | 2019 Zion's Bank housing plan projection for 2023 |

Projected Population:

| Linear | 2023 | 2024 | 2025 | 2026 | 2027 |
|--------------|--------|--------|--------|--------|--------|
| (1%) Low: | 52,789 | 53,317 | 53,850 | 54,389 | 54,933 |
| (2%) Medium: | 53,840 | 54,916 | 56,015 | 57,135 | 58,278 |
| (3%) High: | 54,901 | 56,548 | 58,244 | 59,991 | 61,791 |

| Linear | 2028 | 2029 | 2030 | 2031 | 2032 |
|--------------|--------|--------|--------|--------|--------|
| (1%) Low: | 55,482 | 56,037 | 56,597 | 57,163 | 57,735 |
| (2%) Medium: | 59,443 | 60,632 | 61,845 | 63,082 | 64,343 |
| (3%) High: | 63,645 | 65,554 | 67,521 | 69,546 | 71,633 |

Current Housing Stock:

| | | | |
|-------------------------------|--------|-------|------------------------------------------------|
| Total Number of Housing Units | 15,590 | | (H1) 2020 Decennial Census |
| Owner Occupied | 12,129 | 77.8% | S1101 2020:ACS 5 Year Estimates Subject Tables |
| Rental | 3,461 | 22.2% | S1101 2020:ACS 5 Year Estimates Subject Tables |
| Number of Total ADU's | 13 | | City Data |
| I-ADU's | 5 | | City Data |
| D-ADU's | 8 | | City Data |
| ADU'S in review | 27 | | City Data |

Fair Market Rent for Salt Lake City, UT HUD Metro FMR Area (Set by HUD):

| | Efficiency/ Studio | One-Bedroom | Two-Bedroom | Three-Bedroom | Four-Bedroom |
|------|-----------------------|-------------|-------------|---------------|--------------|
| 2021 | \$829 | \$1,001 | \$1,204 | \$1,690 | \$1,892 |
| 2022 | \$924 | \$1,112 | \$1,327 | \$1,843 | \$2,066 |

Current Moderate Income Housing Availability and Need:

| (2022 AMI for a family of 4) | <80% AMI | <50% AMI | <30% AM | |
|----------------------------------------------------------------------------------|----------|----------|----------|--------------------------------------------------------------------------------|
| Gross Income (upper limit) | \$81,900 | \$51,200 | \$30,700 | 2022 HUD Income Limits Documentation System |
| Gross Affordable Rent [30% percentage of Gross Income minus \$300 for utilities] | \$1,748 | \$980 | \$468 | Calculated |
| Estimated number of Housing units affordable to target Households | 2,059 | 217 | 0 | DP04 Selected Housing Characteristics 2020: ACS 5 year estimates data profiles |

Current Moderate Income Housing Availability and Need (Continued):

| | | | | |
|----------------------------------------------------------------|----------|----------|----------|------------|
| (2022 AMI for a family of 4) | <80% AMI | <50% AMI | <30% AMI | |
| Approximate % of Housing units affordable to target Households | 13.2% | 1.4% | 0% | Calculated |
| Approximate Additional units needed 2022 | (213) | 417 | 940 | Calculated |
| Approximate Additional units needed 2027 | (6) | 488 | 1046 | Calculated |
| Approximate Additional units needed 2032 | 201 | 559 | 1152 | Calculated |

Projected Number of Target Households:

| | | | | | |
|----------|-------------|-------------|-------------|-------------|-------------|
| | 2023 | 2024 | 2025 | 2026 | 2027 |
| <80% AMI | 1,887 | 1,928 | 1,970 | 2,011 | 2,053 |
| <50% AMI | 648 | 662 | 676 | 691 | 705 |
| <30% AMI | 961 | 982 | 1,003 | 1,025 | 1,046 |

| | | | | | |
|----------|-------------|-------------|-------------|-------------|-------------|
| | 2028 | 2029 | 2030 | 2031 | 2032 |
| <80% AMI | 2,094 | 2,135 | 2,177 | 2,218 | 2,260 |
| <50% AMI | 719 | 733 | 747 | 762 | 776 |
| <30% AMI | 1,067 | 1,088 | 1,109 | 1,131 | 1,152 |

Regulatory Environment:

The character of Draper City has historically been rural in nature consisting of large residential lots and integrated agrarian uses, many of which still remain. Current residents place significant public interest in maintaining the core character of the City as it contributes to protection of the high quality of life they enjoy. Recent changes to zoning regulations to allow for higher residential density, including specific adjustments to zoning near fixed transit stations that have allowed for increased residential development have made some progress in addressing Moderate Income Housing Needs. These have increased the total number of apartment units in the City significantly.



Public sentiment expressed during the creation of the 2022 update to the Moderate Income Housing Plan highlighted that a better balance between housing types used to providing Moderate Income Housing needs to be achieved. Changes to ordinances regarding the Accessory Dwelling Units (ADU's) in 2021 effectively ended the City's prior policy of not monitoring ADU's, and has done very little to increase the overall supply of Moderate income Housing Units. A change in the definition of a family in 2021 did lower barriers so that some less common household types could reside together without the risk of enforcement. Skyrocketing regional housing prices and rents, combined with slower wage growth, and historic inflation have exacerbated the demand for Moderate Income Housing and will likely exert additional pressure to increase the amount of available housing of all types within the City over the coming years.

Plans to meet Moderate Income Housing Need:

Draper City has selected to implement the following strategies that the legislature has determined will encourage the creation of moderate income housing for residents and employees residing and/or working within the city.

- (F) Zone or rezone for higher density or moderate income residential development in commercial or mixed-use zones near major transit investment corridors, commercial centers, or employment centers;
- (G)* Amend land use regulations to allow for higher density or new moderate income residential development in commercial or mixed-use zones near major transit investment corridors;
- (J) Implement zoning incentives for moderate income units in new developments;
- (L) Reduce, waive, or eliminate impact fees related to moderate income housing;
- (V)* Develop and adopt a station area plan in accordance with [Utah State Code] Section 10-9a-403.1;
- (O) Apply for or partner with an entity that applies for state or federal funds or tax incentives to promote the construction of moderate income housing, an entity that applies for programs offered by the Utah Housing Corporation within that agency's funding capacity, an entity that applies for affordable housing programs administered by the Department of Workforce Services, an entity that applies for affordable housing programs administered by an association of governments established by an interlocal agreement under [Utah State Code] Title 11, Chapter 13, Interlocal Cooperation Act, an entity that applies for services provided by a public housing authority to preserve and create moderate income housing, or any other entity that applies for programs or services that promote the construction or preservation of moderate income housing.

* Denotes required selections

Implementation Plans:

Draper City has identified the following implementation measures for the selected Moderate Income Housing Strategies. These are based on current conditions and reasonably reliable data projections. The included timelines are for reference as a general guide only and are not able to account for all situations or barriers to implementation. They are intended to meet the intent of the Utah State legislature in that they represent, *“a reasonable opportunity for a variety of housing including moderate income housing, to meet the needs of people of various income levels living, working, or desiring to live or work in the community; and to allow people with various incomes to benefit from and fully participate in all aspects of neighborhood and community life”* and to, *“provide flexibility for the municipality to make adjustments as needed”*. The City may choose work on implementation in a different order than listed or may modify the timeframe for completion depending on funding and feasibility.

Selected Strategies:

| Year | Selection | Proposed 5 year Implementation Plans |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | (F) Zone or rezone for higher density or moderate income residential development in commercial or mixed-use zones near major transit investment corridors, commercial centers, or employment centers. | |
| 2024 | | Begin implementation of the Town Center Station Area Plan by amending the zoning map as applicable. |
| 2025 | | Continue the implementation of the Town Center Station Area Plan by amending the zoning map as applicable Implement the updated Vista Station Area Plan. Amend zoning Map as applicable. |



Selected Strategies (Continued):

| Year | Selection | Proposed 5 year Implementation Plans |
|------|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | (G) | Amend land use regulations to allow for higher density or new moderate income residential development in commercial or mixed-use zones near major transit investment corridors. |
| 2023 | | Evaluate current mixed-use zones for potential to include increased density when located near major transit investment corridors, commercial centers, or employment centers where units will meet targeted affordability thresholds. Evaluate the feasibility of creating a mixed use zone for targeted implementation near major transit investment corridors. |
| 2024 | | Amend text of current mixed-use zones based on prior evaluation of opportunities. Begin implementation of the Town Center Station Area Plan by amending the text of the zoning ordinance to increase residential densities as applicable. |
| 2025 | | Continue implementation of the Town Center Station Area Plan by amending the text of the zoning ordinance as applicable. Implement the updated Vista Station Area Plan. Amend text of the zoning ordinance to increase residential densities as applicable. |

| Year | Selection | Proposed 5 year Implementation Plans |
|------|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | (J) | Implement zoning incentives for moderate income units in new developments. |
| 2026 | | Initiate a study regarding potential zoning incentives that could be granted that would have the effect of increasing the number of Moderate Income Housing units. |
| 2027 | | Implement zoning incentives for developments that provide deed restricted Moderate Income Housing. |

| Year | Selection | Proposed 5 year Implementation Plans |
|------|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | (L) | Reduce, waive, or eliminate impact fees related to moderate income housing. |
| 2025 | | Budget for cost of conducting a study regarding the reduction or elimination of impact fees for developments that provide Moderate Income Housing. |
| 2026 | | Include additional infrastructure costs into annual budget related to the reduction or elimination of impact fees for developments that provide Moderate Income Housing. |

Selected Strategies (Continued):

| Year | Selection | Proposed 5 year Implementation Plans |
|------|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | (V) | Develop and adopt a station area plan in accordance with Section 10-9a-403.1. |
| 2023 | | Complete and adopt the Town Center Station Area Plan. Plan creation process begun in 2022. |
| 2024 | | Update existing Vista Station Area Plan and adopt changes as necessary for compliance with minimum requirements of Utah Code. |
| 2025 | | Evaluate Kimballs Lane Station Area for potential Station Area Plan and/or waiver based on existing characteristics. Evaluate 11400 S. Station area zoning and potential for a waiver based on existing characteristics. Create and adopt additional Station Area Plans as applicable before December 31, 2025. |

| Year | Selection | Proposed 5 year Implementation Plans |
|-------------------|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | (O) | Apply for or partner with an entity that applies for state or federal funds or tax incentives to promote the construction of moderate income housing, an entity that applies for programs offered by the Utah Housing Corporation within that agency's funding capacity, an entity that applies for affordable housing programs administered by the Department of Workforce Services, an entity that applies for affordable housing programs administered by an association of governments established by an interlocal agreement under Title 11, Chapter 13, Interlocal Cooperation Act, an entity that applies for services provided by a public housing authority to preserve and create moderate income housing, or any other entity that applies for programs or services that promote the construction or preservation of moderate income housing. |
| 2023 Through 2027 | | Draper City will continue to partner with other Cities and Salt Lake County in pooling CDBG funds for use regionally inclusive of funds utilized for affordable housing projects. |



MEMO

To: City Council

From:

Date: 2024-07-16

Re: Approval of the July 2, 2024 City Council Minutes.



Comments:

ATTACHMENTS:

[CC 7.2 Minutes.pdf](#)

**MINUTES OF THE DRAPER CITY COUNCIL MEETING HELD ON TUESDAY, JULY 2, 2024,
IN THE DRAPER CITY COUNCIL CHAMBERS, 1020 EAST PIONEER ROAD, DRAPER,
UTAH**

PRESENT: Mayor Troy K. Walker, and Councilmembers Mike Green, Bryn Heather Johnson, Fred Lowry, and Cal Roberts

EXCUSED: Councilmember T. Lowery

STAFF: Mike Barker, Acting City Manager; Kellie Challburg, Assistant City Manager; Scott Cooley, City Engineer; Spencer DuShane, Assistant City Attorney; Rich Ferguson, Chief of Police; Jennifer Jastremsky, Community Development Director; Malena Murray, Human Resources Director; Laura Oscarson, City Recorder; Linda Peterson, Communications Director; Clint Smith, Fire Chief; Jake Sorensen, Network Manager; and John Vuyk, Finance Director

Study Session

Update: Draper Days

Kellie Challburg and David Wilks provided an update on the upcoming Draper Days and answered questions from the Council.

Council/Manager Reports

None

Closed Session

Councilmember Green moved to recess to a closed session to discuss litigation and property acquisition. Councilmember Roberts seconded the motion.

A roll call vote was taken. The motion passed unanimously.

| | Yes | No | Absent |
|-------------------------|-----|----|--------|
| Councilmember Green | X | | |
| Councilmember Johnson | X | | |
| Councilmember T. Lowery | | | X |
| Councilmember F. Lowry | X | | |
| Councilmember Roberts | X | | |

Business Session

1. Call to Order by Mayor Troy K. Walker

2. Pledge of Allegiance by Linda Peterson

3. Public Comments

Sarah Brinkerhoff with the Draper Library emphasized that the library was for everyone in the community. She spoke of programs and activities offered at the Draper Library.

Steve Crook, a Draper resident, asked about a vacation of property he had thought was scheduled to be on the agenda that evening but was not.

4. Consent Items

4.a Approval of the June 4, 2024, City Council Meeting Minutes.

4.b Approval of the June 18, 2024, City Council Meeting Minutes.

4.c Approval of Resolution #24-34, a Resolution authorizing the Draper City Mayor to appoint Kellie Challburg as Assistant City Manager.

Councilmember Green moved to approve the Consent Items.
Councilmember Roberts seconded the motion.

A roll call vote was taken. The motion passed unanimously.

| | Yes | No | Absent |
|-------------------------|-----|----|--------|
| Councilmember Green | X | | |
| Councilmember Johnson | X | | |
| Councilmember T. Lowery | | | X |
| Councilmember F. Lowry | X | | |
| Councilmember Roberts | X | | |

5. Oath of Office – Kellie Challburg as Assistant City Manager and Mike Barker as Acting City Manager.

City Recorder Laura Oscarson administered the Oath of Office for Ms. Challburg and Mr. Barker.

6. Items for Council Consideration

6.a Action Item: Providing Local Consent for a Single Event Permit for Craft Culinary Concepts LLC dba Vermilion Hospitality Group.

Community Development Director Jen Jastremsky asked the Council to continue this item to the next meeting.

Councilmember F. Lowry moved to continue this Local Consent to the July 16, 2024 City Council Meeting. Councilmember Johnson seconded the motion.

A roll call vote was taken. The motion passed unanimously.

| | Yes | No | Absent |
|-------------------------|-----|----|--------|
| Councilmember Green | X | | |
| Councilmember Johnson | X | | |
| Councilmember T. Lowery | | | X |
| Councilmember F. Lowry | X | | |
| Councilmember Roberts | X | | |

6.b Public Hearing: This is an opportunity for the public to address the council about the creation of a new school district. The boundary of the proposed new school district would include the cities of Lehi, American Fork, Cedar Hills, Highland, Alpine, and a section of Draper within Utah County boundaries.

City Attorney/City Manager Mike Barker explained the City would hold two public hearings within a 45-day period, followed by a vote of the Council on August 6th regarding whether to authorize placing the matter before residents currently residing in the Alpine School District in Draper. Mr. Barker presented a potential school district timeline through 2027.

Mayor Walker opened a public hearing, and closed the public hearing seeing no one come forward.

No action was required for this item.

7. Adjournment
Councilmember Green moved to adjourn the meeting. Councilmember F. Lowry seconded the motion, which passed by unanimous vote (4-0).

The meeting adjourned at 7:30 p.m.

MEMO



To: City Council
From: Rich Ferguson, Police Chief
Date: 2024-07-16
Re: Approval of Resolution #24-35

Comments:

Officer Ricks own a trained police canine and is willing to sell the City the dog as per the terms of the attached purchase agreement.

ATTACHMENTS:

[K9 Purchase Agreement - FINAL.pdf](#)

ATTACHMENTS:

[R-24-35_Purchase_of_Police_Canine__002_Final.pdf](#)

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT is entered into on the _____ day of _____, 2024, by and between Draper City, a political subdivision of the State of Utah (“City”) and Ben Ricks, an individual (“Ricks”). City and Ricks will sometimes be referred to individually as “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Ricks is a certified Law Enforcement Officer in the state of Utah and owns a K-9 (the “K-9”) certified as a narcotics detector; and

WHEREAS, Ricks is willing to sell K-9 to the City under the terms and conditions stated herein; and

WHEREAS, City will accrue significant financial and operational benefits from acquiring K-9; and

WHEREAS, the acquisition of K-9 will benefit the health, safety and welfare of Draper’s residents.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the Parties agree as follow:

TERMS

For good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Donation.** Ricks shall transfer ownership of K-9 to the City for the sum of \$1.00, payment of which is hereby acknowledged.
2. **Ownership.** City shall retain ownership of K-9 until such time as K-9 retires. Upon retirement, City shall transfer ownership of K-9 to Ricks. However, the Parties acknowledge the inherent risks associated with police work. City cannot guarantee K-9’s health upon retirement or that K-9 will survive to retirement.
3. **Handler.** K-9 Shall be assigned to Ricks, who shall be K-9’s handler. The Parties shall follow the Draper City Police Department’s Policy 309 “Canines”.

IN WITNESS WHEREOF, the Parties have executed this Donation Agreement on the date and year first written above.

DRAPER CITY

TROY K. WALKER, MAYOR

ATTEST:

APPROVED AS TO FORM:

BEN RICKS

RESOLUTION NO. 24-35

A RESOLUTION AUTHORIZING THE PURCHASE OF A POLICE CANINE FOR A NOMINAL SUM

WHEREAS, Officer Ben Ricks (“Ricks”) is a certified Law Enforcement Officer in the state of Utah and owns a police canine (“K-9”) certified as a narcotics detector; and

WHEREAS, Ricks is willing to sell K-9 to the City under the terms and conditions stated in a purchase agreement (“Agreement”) attached hereto as Exhibit 1; and

WHEREAS, City will accrue significant financial and operational benefits from acquiring K-9; and

WHEREAS, the acquisition of K-9 will benefit the health, safety and welfare of Draper’s residents.

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

Section 1. Purchase Authorization. The Draper City Council approves the purchase of K9 and authorizes the Mayor to sign the Agreement .

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

Section 3. Effective Date. This Resolution shall take effect immediately upon passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, ON THIS 16th DAY OF JULY 2024.

ATTEST:

DRAPER CITY:

Laura Oscarson, MMC, City Recorder

Mayor, Troy K. Walker

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

EXHIBIT 1

(Canine Purchase Agreement)

MEMO



To: City Council
From: Mike Barker, City Attorney
Date: 2024-07-16
Re: Approval of Resolution #24-36

Comments:

SB 185 requires the City to create a third-party inspection firm list consisting of at least three third-party inspection firms. The firms may include adjacent cities and counties. Draper and Highland have agreed to enter into an agreement for building inspections. The City has identified other cities who will enter into similar agreements.

ATTACHMENTS:

[R-24-36, Building Inspectors Mutual Aid.pdf](#)

ATTACHMENTS:

[Multi-Jurisdictional Building Inspector Services Mutual Aid Agreement-Highland.pdf](#)

RESOLUTION NO. 24-36

**A RESOLUTION OF THE DRAPER CITY COUNCIL APPROVING
A MULTI-JURISDICTIONAL BUILDING INSPECTION SERVICES
AGREEMENT**

WHEREAS, the Utah State Legislature passed S.B. 185 “Residential Building Inspection Amendments” during the 2024 legislative session; and

WHEREAS, Draper City must create a third-party inspection firm list consisting of at least three third-party inspection firms; and

WHEREAS, the third-party inspection firms may include building inspectors from adjacent cities or counties; and

WHEREAS, Draper City staff have identified at least three governmental entities who wish to enter into multi-jurisdictional building inspection services agreements (“Inspection Agreement”); and

WHEREAS, Draper City and Highland City wish to enter into an Inspection Agreement; and

WHEREAS, Draper City will be entering into Inspection Agreements with other governmental entities; and

WHEREAS, the Inspection Agreements will be beneficial to the health, safety and welfare of Draper City’s businesses and residents; and

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

Section 1. Approval of Agreement. The Multi-jurisdictional Building Inspection Services Agreement attached hereto as Exhibit 1 is hereby approved and the Mayor is directed to sign the same.

Section 2. Future Approvals. The Mayor is authorized to sign future Inspection Agreements with other governmental entities that are approved to as to form by the 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 16th DAY OF JULY, 2024.

ATTEST:

DRAPER CITY

Laura Oscarson, City Recorder

Mayor Troy K. Walker

VOTE TAKEN:

YES

NO

Councilmember Green

Councilmember T. Lowery

Councilmember F. Lowry

Councilmember Roberts

Councilmember Vawdrey

Mayor Walker

EXHIBIT 1
(Multi-jurisdictional Building Inspection Services Agreement)

MULTI-JURISDICTIONAL BUILDING INSPECTION
SERVICES AGREEMENT

THIS AGREEMENT (the “Agreement”) is entered into effective as of the 16 day of JULY, 20 24 by and among Highland City, a Utah municipality, and Draper City Corporation, a Utah municipality (collectively referred to as the “Parties” or individually as a “Party”).

RECITALS

- A. Each Party has building inspectors with equipment and personnel trained to provide the inspections typically required to ensure compliance with building permits and building regulations.
- B. Each Party desires to cooperate with and assist the others at times to facilitate the timely completion of building inspections.
- C. The Parties wish to benefit all Parties and their residents by entering into an Agreement that sets forth procedures by which a Party may perform a building inspection within another Party’s jurisdiction at the request of the Party having jurisdiction.
- D. The Parties also intend to be on one another’s “Third-party inspection firm list” as required by Utah Code Ann. Section 15A-1-105.
- E. The Parties intend by this Agreement to assist one another whenever possible, while allowing each Party the sole discretion to determine when its personnel and/or equipment cannot be spared, or is available, for assisting other Parties.
- F. This Agreement will not supersede nor preclude any other agreements which are made or which will be made by any Party with any other Party.

NOW, THEREFORE, based upon the mutual promises and conditions contained herein, the Parties agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to promote the health, safety, and welfare of the citizens of the Parties by providing for mutual assistance and authorizing all participating Parties to combine and share their collective capabilities and resources at the election of each jurisdiction. This Agreement is intended to be complementary and work in conjunction with any other interlocal or aid agreements between or among Parties to this Agreement. Services provided pursuant to this Agreement shall not be used to substitute for or supplant day-to-day full and continuing building inspections within a Party’s own geographic area of jurisdiction. If providing assistance becomes burdensome, the Building Officials will investigate ways to overcome the burden.

2. **CONSIDERATION.** The consideration for this Agreement consists of the mutual benefits and exchange of promises provided herein, the sufficiency of which is acknowledged by the Parties by execution of this Agreement.

3. **SERVICE AREA.** The area to be served by this Agreement includes the collective municipal area of Highland City and Draper City and the service area specifically

identified herein. By signing the Agreement, the governing body of each Party is hereby deemed to have approved the provision of assistance beyond its boundaries, and any assistance provided pursuant to this Agreement shall not require any further approval by the governing body of any Party.

4. RESPONSE. The Parties will each provide their available personnel and equipment to assist any other Party upon request by any other Party, provided that the responding Party shall have personnel and equipment reasonably available for use in its own jurisdiction, in the sole discretion of the responding Party. No Party shall be considered an agent of another Party under this Agreement except pursuant to a separate explicit signed agreement to that effect.

a. Mutual Assistance: Requests for assistance will typically be made from one Party's Building Official to another Party's Building Official when the requesting Party foresees that the requesting Party will be unable to perform one or more building inspections within three business days of a building permit applicant's request.

b. Third-Party Inspection Firm List: The Parties agree to be listed on one another's "third-party inspection firm list" as defined in Utah Code Ann. Section 15A-1-105. If a Party is unable to perform a building inspection within three business days of a building permit applicant's request, and the building permit applicant is therefore entitled to select a third-party inspection firm pursuant to Utah Code Ann. Section 10-6-160(2)(b) or Utah Code Ann. Section 17-36-55(2)(b), and the building permit applicant selects and contacts another Party, the Party contacted by the building permit applicant shall notify the building permit applicant of the contacted Party's availability. At the building permit applicant's request, the contacted party shall schedule the building inspection according to availability.

5. FEES. For each calendar month, each responding Party will provide up to eight hours of building inspections to each requesting Party. A Party with jurisdiction over the building permit application will be considered the requesting Party for a building permit applicant's request. Additional hours will be billed at the rate of \$86.00 per hour, plus mileage. At the discretion of the responding Party, the responding Party may bill the requesting Party within 60 days of the end of the calendar month. Building inspections shall only be provided within the boundaries of the requesting Party and shall not be provided to cover areas outside the boundaries of the requesting Party even if the requesting Party has an agreement to provide service to another party who is not signatory to this Agreement.

6. RIGHT TO DECLINE REQUEST. Responses by a responding Party under this Agreement will be made only when, in the sole discretion of the responding Party, performance will not jeopardize the building inspection services in the jurisdiction of the responding Party.

7. **INSURANCE.** Each Party is solely responsible for providing workers' compensation and benefits for its own officials, employees, and volunteers who provide services under this Agreement to the extent required by law. Each Party will obtain insurance, become a member of a risk pool, or be self-insured to cover any liability and all costs of defense, including attorney's fees, arising out of services rendered under this Agreement, including negligent acts or omissions to act and the civil rights violations of any person.

8. **GOVERNMENTAL IMMUNITY.** The Parties are governmental entities as set forth in the Governmental Immunity Act of Utah, Title 63G, Chapter 7, Utah Code Annotated (the "Immunity Act"). The Parties do not waive any defenses otherwise available under the Immunity Act, nor does any Party waive any limits of liability provided by the Immunity Act which immunity and damage caps are expressly preserved and retained. The Parties retain the same privileges and immunities from liability when responding to a request for assistance outside its jurisdictional area as it possesses in the performance of its duties within its own territorial jurisdiction. All obligations imposed upon the Parties or their employees and volunteers by virtue of the execution of this Agreement are considered within their current scope of employment with each Party.

9. **INDEMNIFICATION.** Subject to the terms of the Immunity Act, and as provided herein, it is mutually agreed that the Parties are each responsible for their own negligent, reckless, or intentional acts or omissions which are committed by them or their agents, officials or employees. Furthermore, each Party agrees to indemnify, defend, and hold each other harmless from any and all damages or claims for damages occurring to persons or property as a result of the negligent, reckless, or intentional acts or omissions of its own officers, employees, and agents involved in providing services and equipment, or the use of such equipment, under the terms of this Agreement. This duty to indemnify, defend, and hold each other harmless includes costs or expenses in law or equity, including attorney's fees. The terms of this paragraph will survive the termination of this Agreement.

10. **EFFECT OF DEATH OR INJURY WHILE WORKING OUTSIDE OF PARTY'S AREA.** The death or injury of any Party's employees or volunteers working outside the territorial limits of the governmental entity will be treated in the same manner as if he/she were killed or injured while that department was functioning within its own territorial limits, including for purposes of receiving benefits under the Utah Workers' Compensation Act.

11. **NO WAIVER OF LEGAL DUTIES; CREDIT FOR SERVICE PROVIDED.** This Agreement does not relieve any Party to this Agreement of an obligation or responsibility imposed upon a Party to this Agreement by law, except that performance of a responding party may be offered in satisfaction of any such obligation or responsibility belonging to the aided Party, to the extent of actual and timely performance thereof by the responding Party.

12. TERM; EXECUTION; AGREEMENT TERMINATION. This Agreement will continue for a period of five (5) consecutive years from the effective date, and the effective date will be considered the date when two or more of the Parties each execute this Agreement and that date shall be entered above in the preamble. Upon its execution by a Party, that Party will become a participant in and subject to the Agreement with all other Parties who have executed the Agreement and circulated their signature pages. The failure of any one Party to execute the Agreement will not invalidate the Agreement as to those Parties who have executed it. Furthermore, each Party reserves the right to terminate its participation under this Agreement for any reason, in its sole discretion, prior to the expiration date by giving thirty (30) days prior written notice of such termination to each of the other Parties. At the end of the initial five (5) year term, the Parties agree to review this Agreement to determine if it continues to meet their needs and its purpose. If no changes are needed and the Parties do not take any action to rescind or amend this Agreement, it will automatically renew for an additional five (5) year term.

13. ADDITIONAL PARTIES. Approval of the governing bodies of the current Parties to the Agreement is not required for acceptance of any requesting entity to be an additional party to this Agreement. Any county or municipality, which has its own building inspectors may make a formal request, in writing, to become a Party by sending such request to the Building Official of each Party. All Parties' Building Officials must consent, in writing, for additional parties to enter this Agreement. If all Parties' Building Officials consent, the requesting entity may execute a counterpart of this Agreement and send it to the other Parties. Upon such execution, the new Party will be bound by the terms and conditions of this Agreement.

14. LAWS OF UTAH. It is understood and agreed by the Parties that this Agreement will be governed by the laws of the State of Utah, both as to interpretation and performance. The forum for the resolution of any legal disputes that arise under this Agreement will be located in the Third Judicial District, State of Utah

15. SEVERABILITY OF PROVISIONS. If any provision of this Agreement is held invalid or unconstitutional, the remainder shall not be affected thereby.

16. THIRD-PARTIES. This Agreement is not intended and should not be construed to benefit persons or other entities either not named as a Party herein or subsequently added as a Party pursuant to its provisions.

17. TITLES AND CAPTIONS. The titles and captions of this Agreement are for convenience only and in no way define, limit, augment, extend, or describe the scope, content, or intent of any part or parts of this Agreement.

18. NON ASSIGNABILITY. No Party shall transfer or delegate any of their rights, duties, powers or obligations under this Agreement, without written consent of each of the other Parties.

19. NOTICES. All notices and other communications provided for in this Agreement shall be in writing and will be sufficient for all purposes if: (a) sent by email to the address the Party may designate, or by fax to the fax number the Party may designate, and (concurrently) sent by first class mail to the Party and to the Party's legal office; (b) personally delivered; or (c) sent by certified or registered United States Mail addressed to the Party at the address the party may designate, return receipt requested. Each Party has set forth in their respective execution page, which page shall utilize a form substantially similar to Exhibit "A", their respective contact information, and such contact information will be applicable until modified in writing.

20. EXECUTION. Each Party agrees that each Party must execute this Agreement by signing, acknowledging, and have their respective Attorney approve this Agreement as to legality and form, through an execution page that utilizes a format substantially similar to the attached Exhibit "A". Upon such execution of the Agreement, each Party will provide all other Parties with an original execution page.

21. ENTIRE AGREEMENT; NO WAIVER. This Agreement represents the entire agreement among the Parties relating to its subject matter. This Agreement alone fully and completely expresses the agreement of the Parties relating to its subject matter. There are no other courses of dealing, understanding, agreements, representations or warranties, written or oral, except as specifically provided for in this Agreement. This Agreement may not be amended or modified, except by a written agreement signed by all Parties. No failure by any Party at any time to give notice of any breach by another Party of, or to require compliance with, any condition or provision of this Agreement will be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

22. The Parties hereto have executed this Agreement as of the date indicated on each Party's execution page.

[signature pages attached after this page]

MULTI-JURISDICTIONAL BUILDING INSPECTION
SERVICES AGREEMENT
EXHIBIT "A"

SIGNATURE PAGE - DRAPER CITY

Agreed this ____ day of _____, 2024 for **DRAPER CITY**

Name, Title

ATTEST:

City Recorder

APPROVED AS TO FORM:

Attorney

CONTACT INFORMATION for **DRAPER CITY**

SIGNATURE PAGE - HIGHLAND CITY

Agreed this ____ day of _____, 2024 for **HIGHLAND CITY**

Name, Title

ATTEST:

City Recorder

APPROVED AS TO FORM:

Attorney

CONTACT INFORMATION for **HIGHLAND CITY**

MEMO



To: City Council
From: Travis DeJong
Date: 2024-07-16

Re: Public Hearing: Providing Local Consent for a Single Event Permit for Craft Culinary Concepts LLC dba Vermilion Hospitality Group.

Comments:

Craft Culinary Concepts LLC dba Vermilion Hospitality Group will hold an event serving alcoholic beverages at 12033 S Lone Peak Pkwy August 10, 2024 from 6:00PM until 10:30PM. They are seeking Local Consent for a Single Event Permit.

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.
- A background check conducted by the Bureau of Criminal Identification.

The findings for Local Consent approval are as follows:

- Per Utah State Code 32B-9-201(5), single event permits do not have any proximity requirements to meet.
- DCMC 6-4-050 states that organizations are limited to four (4) single event permits per calendar year if at least one permit is a one hundred twenty (120) hours single event permit. Organizations may apply for up to twelve (12) single event permits per calendar year if they are all seventy-two (72) hour single event permits.
 - The applicant has applied for one seventy-two hour permit in calendar year 2024 and meets this requirement.
- DCMC 6-4-050 places no restrictions on the total number of single event permits that can be granted by the City.

ATTACHMENTS:

[1k Bond.pdf](#)

ATTACHMENTS:

[Liquor Liability.pdf](#)

ATTACHMENTS:

[Craft Culinary Concepts.pptx](#)

ATTACHMENTS:

[5a Floorplan-final.pdf](#)

UTAH DEPARTMENT OF ALCOHOLIC BEVERAGE SERVICES

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

SINGLE EVENT BOND

BOND # 108080079

KNOW ALL PERSONS BY THESE PRESENTS:

That Principal, Craft Culinary Holdings LLC, a single event permittee, doing business as (DBA) Vermilion Hospitality Group, and Surety, Travelers Casualty and Surety Company of America, a corporation organized and existing under the laws of the state of CONNECTICUT and authorized to do business in Utah, are held and bound unto the Utah Department of Alcoholic Beverage Services in the sum of **\$1,000**, for which payment will be made, we hereby bind ourselves and our representatives, assigns, and successors firmly by these presents.

Dated this 27 day of June, 2024.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the above principal has made application to the Utah Alcoholic Beverage Services Commission for a single event permit pursuant to the provisions of 32B-9-304, 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 Services Commission and the Utah Department of Alcoholic Beverage 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 Beverage Services. This bond shall run for a continuing term effective June 27, 2024 unless canceled by service of written notice upon the Utah Department of Alcoholic Beverage 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 permittee/principal.

Travelers Casualty and Surety Company of America

Surety

Bonnie L. Rice
Attorney in fact

Bonnie L. Rice

Craft Culinary Holdings LLC dba Vermilion Hospitality Group

Principal / Licensee

Char Bustos
Authorized signature

Char Bustos / Corporate
Name / Title Controller

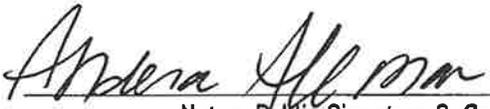
{ Corporate Seal }

STATUTORY AFFIDAVIT FOR CORPORATE SURETY

STATE OF: Tennessee

COUNTY OF: Knox

On the 27 day of June, 2024, personally appeared before me, **Bonnie L. Rice**, 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

Andrea Allman
Commission Expires: February 28, 2028



Note: Corporate surety's own certificate/affidavit also acceptable



**Travelers Casualty and Surety Company of America
 Travelers Casualty and Surety Company
 St. Paul Fire and Marine Insurance Company
 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 **Bonnie L. Rice** of **KNOXVILLE, TN** 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.: 108080079

Principal: Craft Culinary Holdings LLC dba Vermillion Hospitality Group

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.

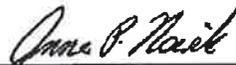
By: 
 Bryce Grissom, Senior Vice President

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

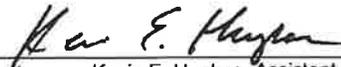
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice 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 27 day of June, 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.**

Draper City Business Licensing Single Event Permit

Craft Culinary Concepts LLC
dba Vermilion Hospitality Group

12033 S Lone Peak Pkwy
Draper, UT 84020

Travis DeJong



VIP Area Bar

- Beer
- Heavy Beer
- Wine
- Liquor

Details



Single Event Permits allow the storage, sale, and consumption of alcohol for a limited duration (up to 120 hours).

People will be able to carry alcoholic beverages back to their seats.

Beer Garden

- Beer
- Heavy Beer
- Wine
- Liquor

Nights Under Lights

Date(s) and time: August 10, 2024 6:00pm to 10:30pm



Qualifications

- a. Number Of Permits: Qualifying organizations may apply for up to four (4) single event permits per calendar year if one or more of the single event permits is a one hundred twenty (120) hours single event permit; or up to twelve (12) single event permits per calendar year if each of the single event permits is a seventy-two (72) hour single event permit. ...

Applicant has only applied for one 72 hour event permit in 2024.

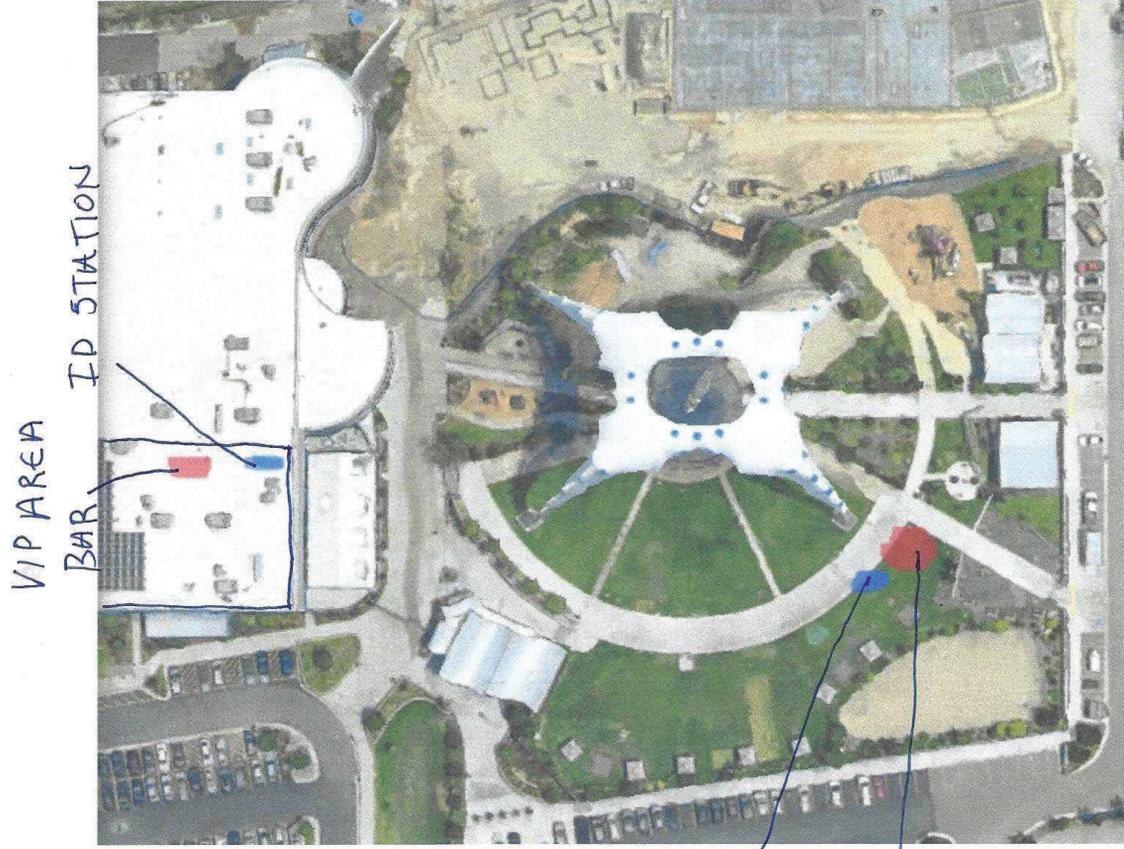


Action: Provide Local Consent or Deny Local Consent

DCMC 6-4-050: ON PREMISES LICENSES

e. Restrictions On Licenses: There shall be no limitation on the number of single-event permits granted by the City.





VIP AREA

BAR

ID STATION

ID Station

General Admission
BAR

MEMO



To: City Council

From: Travis DeJong

Date: 2024-07-16

Re: Public Hearing: Providing Local Consent for a Beer-Only Restaurant License for Pork N Roll Utah Inc dba Pork N Roll.

Comments:

Pork N Roll Utah Inc dba Pork N Roll located at 541 E 12300 S Suite D is seeking Local Consent for a Beer-Only 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.

Pork N Roll Utah Inc dba Pork N Roll currently holds a Draper City business license for their restaurant operations, numbered CBL-0970-2024, expiring May 31, 2025.

The findings for Local Consent approval are as follows:

DCMC 6-4-040 requires that a beer-only 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.

Pork N Roll Utah Inc dba Pork N Roll 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.

Pork N Roll Utah Inc dba Pork N Roll has met this requirement.

DCMC 6-4-050 places no restrictions on the number of beer-only restaurant licenses that can be granted by the City.

ATTACHMENTS:

[Business License.docx](#)

ATTACHMENTS:

[Sales Tax License.pdf](#)

ATTACHMENTS:

[Floor Map.pdf](#)

ATTACHMENTS:

[Liquor Liability Insurance.pdf](#)

ATTACHMENTS:

[Bond.PDF](#)

ATTACHMENTS:

[Pork N Roll Utah Inc Local Consent PowerPoint.pptx](#)



Draper City
1020 E Pioneer Rd Draper, UT 84020
(801) 576-6530

Business License Certificate
This License is NOT Transferrable

License Number: CBL-0970-2024
Business Name: Pork N Roll Utah Inc
DBA: Pork N Roll / Best Pork Belly Bowls
Business Location: 541 E 12300 S Suite D
Draper, UT 84020
Owner Name: Milagros Orozco
Business Activities: 722513 - Limited-Service Restaurants

License Type: Business Commercial
Issued Date: 5/31/2024
Expiration Date: 5/31/2025

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 CONSPICUOUS PLACE



Utah State Tax Commission

TAXPAYER SERVICES DIVISION 210 N 1950 W SALT LAKE CITY Utah 84134-9000

Website: tax.utah.gov

atL012 03/2024

Sales Tax License and/or Use Tax Certificate of Registration

PORK N ROLL UTAH INC
PORK N ROLL UTAH INC
541 E 12300 S STE D
DRAPER UT 84020-7321

Account Number: **16026288-002-STC**

This business is registered to make taxable sales from the incorporated city of:
Draper

Outlet: 0001 Issued: May 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: **16026288-002-STC**

<<< Use this number for all correspondence or contact with the Utah State Tax Commission.

Jurisdiction: **Draper**

Issued: **May 1, 2024**



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.

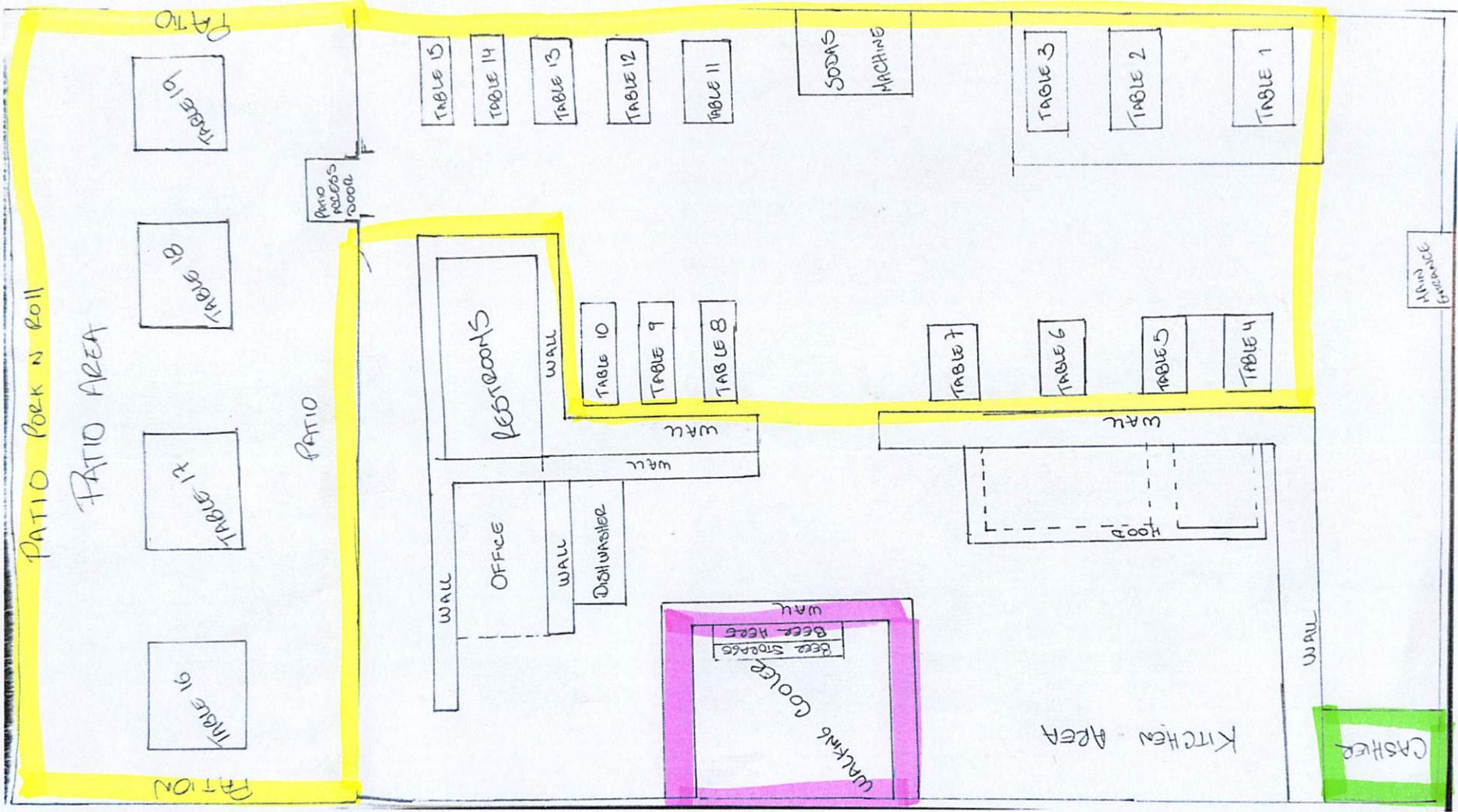
TAX FREE PURCHASES

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.

consumption area

sale area

storage area





WESTERN NATIONAL
MUTUAL INSURANCE COMPANY

4700 WEST 77TH STREET
EDINA, MN 55435 - 4818
(952) 835-5350 | (800) 862-6070
www.wnins.com

BOND EXECUTION REPORT

AGENCY:

CURTIS J VERNON INS AGENCY
46 WEST 200 SOUTH
BOUNTIFUL, UT 84010

PRINCIPAL:

Pork N' Roll Utah, Inc
541 S 1200 E Ste D
Salt Lake City, UT 84102

OBLIGEE:

UT Dept of Alcoholic Beverage Control
PO Box 30408
Salt Lake City, UT 84130-0408

SURETY:

WESTERN NATIONAL MUTUAL INSURANCE COMPANY
4700 W 77th St
Edina, MN 55435-4818

BOND INFORMATION:

| | | | |
|---------------------------|--------------------|-------------------------|----------------------------------------------|
| Bond Number: | 75015 | Type of Bond: | UT - Liquor - Full Service Restaurant |
| Date of Execution: | 05/15/2024 | Class Code: | 944 |
| Effective Date: | 06/01/2024 | Expiration Date: | 06/01/2025 |
| Penal Sum: | \$10,000.00 | State: | Utah |
| Premium: | \$120.00 | Billing Method: | D (B= Agency Bill, D = Direct Bill) |
| Commission: | 40.00% | | |

NOTES:

Western National appreciates your business! The first year premium is fully earned on the issuance of this bond. The premium will be billed according to the billing method listed above:

Direct Bill Payments - Bill Pay: (800) 352-2772 - Payment can be made on-line or by mail to:
Western National Insurance Group - P.O. Box 59184 Minneapolis, MN 55459-0184.

Agency Bill - Statements are mailed monthly to the agency with net amount due for the total statement.

009405

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

“RESTAURANT LIQUOR BOND”

BOND # 75015

KNOW ALL PERSONS BY THESE PRESENTS:

That **Principal**, Pork N' Roll Utah, Inc, a restaurant liquor licensee, doing business as _____, and **Surety**, Western National Mutual Insurance Company, a corporation organized and existing under the laws of the state of Minnesota 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 15th 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 a restaurant liquor license pursuant to the provisions of 32B-5-204, Utah Code.

NOW, THEREFORE, if said principal, its officers, agents and employees shall faithfully comply with the provisions of Title 32B, Utah Code, and the rules and directives of the Utah Alcoholic Beverage Control Commission and the Utah Department of Alcoholic Beverage Control, then this bond shall be void; but, if said principal, its officers, agents and employees fail to comply with the provisions of the laws, rules and directives or orders as the commission or department may issue, then this bond shall be in full force and effect and payable to the Utah Department of Alcoholic Beverage Control. This bond shall run for a continuing term effective 06/01/2024 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.

Pork N' Roll Utah, Inc

Western National Mutual Insurance Company

Surety



Attorney in fact Vincent Vernon

Principal / Licensee

Authorized signature

Name / Title



STATUTORY AFFIDAVIT FOR CORPORATE SURETY

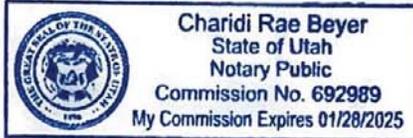
STATE OF: Utah

COUNTY OF: Davis

On the 15TH day of May, 2024, personally appeared before me, Charidi Rae Beyer, who, being by me duly sworn, did say that he / she is the attorney in fact of Western National Mutual Insurance Company, **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.

CRBeyer

Notary Public Signature & Seal



Note: Corporate surety's own affidavit also acceptable

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Western National Mutual Insurance Company, a Minnesota mutual insurance company, does make, constitute, and appoint: Vincent Vernon CURTIS J VERNON INS AGENCY

Its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required) bond, undertakings recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, hazardous waste remediation bonds or black lung bonds)**, as follows:

All written instruments in an amount not to exceed an aggregate of Ten Thousand Dollars (\$10,000.00) for any single obligation, regardless of the number of instruments issued for the obligation.

and to bind Western National Mutual Insurance Company thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on September 28, 2010. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of Western National Mutual Insurance Company on September 28, 2010:

RESOLVED that the president, any vice president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

- RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
 - (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
 - (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the Company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. IN WITNESS WHEREOF, Western National Mutual Insurance Company has caused these presents to be signed by its proper officer and its corporate seal to be affixed this 5th day of December, 2023.

Jennifer A. Young

Jennifer A. Young, Secretary

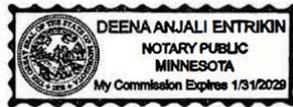


Mark S. Hewitt

Mark S. Hewitt, Vice President, Surety

STATE OF MINNESOTA, COUNTY OF HENNEPIN

On this 5th day of December, 2023, personally came before me, Jennifer A. Young and Mark S. Hewitt and to me known to be the individuals and officers of the Western National Mutual Insurance Company who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally dispose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Deena A. Entrikin

Deena Anjali Entrikin, Notary Public
My commission expires January 31, 2029

CERTIFICATE

I, the undersigned, Secretary of the Western National Mutual Insurance Company, a Minnesota corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

Jennifer A. Young



Signed and sealed at the City of Edina, MN this 15th day of May, 2024

Jennifer A. Young, Secretary



payment detail

Jose Orozco

2126 S 3200 W
WEST VALLEY CITY, UT 84119

Account: 000000030913

The following is the detail for your online bill payment:

| | |
|------------------------------|-----------------------|
| Status: | Scheduled |
| Amount: | \$120.00 |
| Total Amount: | \$120.00 |
| Scheduled For: | 05/15/2024 12:00 A.M. |
| Originator: | Direct Payment |
| Payment Method: | Visa |
| Card Number: | xxxxxxxxxxxx6375 |
| Card Holder: | Jose Orozco |
| Authorization Response Date: | 05/15/2024 |
| Authorization Code: | 693078 |
| Network: | Credit |
| Confirmation Number: | 2541712 |

Contact Us:

All Customers (Except Those in Alaska, Michigan and New York):

(800) 352-2772 Monday to Friday - 7:30 a.m. to 6:30 p.m. CT

Alaska Customers:

(800) 251-3563 Monday to Friday - 8:00 a.m. to 4:30 p.m. AKT

Or, you can reach our representatives at ContactMyAccount@wnins.com. For time-sensitive requests, we recommend you contact us by phone rather than by email.

Western National Insurance Group
P.O. Box 59184
Minneapolis, MN 55459-0184

www.wnins.com

Customers in Michigan and New York:

Phone: (800) 888-1914 Monday - Friday 8:00 a.m. to 4:30 p.m. ET

Email: www.mimillers.com/ContactUs.aspx

Mail: Michigan Millers Insurance
P.O. Box 30060
Lansing, MI 48909-7560

Close



INDEMNIFICATION AGREEMENT - COMMERCIAL SURETY

IMPORTANT! Signature Instructions – Individuals who apply for a Bond must complete and sign the indemnity agreement below. **Sole Proprietorship** – Owner must sign below. **Partnership** – Partners are signing as authorized agents of the partnership and as individually liable indemnitors. **Corporation or LLC** – If corporate officer or LLC member or manager signs indicating his or her LLC capacity, it is nonetheless specifically understood that such individual is signing in his or her corporate or LLC capacity and as an individually liable indemnitor. **In all cases, if married, spouse must also sign; however, no missing signature shall invalidate this agreement.**

I request that Western National Mutual Insurance Company and/or any of its affiliated companies (“WNNMIC”) execute a Bond and consider executing future Bonds for the individual, company or entity identified below (“Principal”). I authorize WNNMIC or its agents to investigate my credit and Principal’s credit, now and at any time in the future, with any creditor, supplier, financial institution, or other person or entity. Authorization is hereby granted to any of the aforementioned, now and at any time in the future, to release information to WNNMIC pertaining to credit. I make the following promises so that WNNMIC will execute a Bond and consider executing future Bonds:

1. I agree that the following definitions apply: (a) Bond means (i) any surety bond, undertaking, or other express or implied obligation of guaranty or suretyship, signed or committed to by WNNMIC at the request of Principal, or any of the indemnitors (regardless of what business entity is named on the Bond), on, before, or after the date of this agreement pursuant to which WNNMIC is or may be made liable for Loss, whether or not Principal is also liable; and (ii) all riders, endorsements, continuations, renewals, substitutions, modifications, extensions, replacements and reinstatements thereto; and changes in the penal sum thereto; and (b) “Loss” means any payment or expense, either incurred or anticipated, by WNNMIC in connection with this Bond or this agreement, including but not limited to: payment of bond proceeds or any other expense in connection with claims, potential claims, or demands; claims fees, including a claims fee charge of \$250 for each claim; penalties, interest, court costs, collection agency fees; costs related to taking, protecting, realizing upon, or releasing collateral; and attorney’s fees (including but not limited to those incurred in defense of bond claims or pursuing any rights of indemnification or subrogation and in obtaining and enforcing any judgment arising from those rights).
2. I agree, with Principal and all other indemnitors, to hold WNNMIC harmless from all Loss and to pay back or reimburse WNNMIC for all Loss.
3. Upon request, I agree to provide to WNNMIC collateral acceptable and adequate to WNNMIC in the event WNNMIC is required or solely deems it necessary to establish a reserve for a Loss for any Bond. The reserve for Loss may vary from time to time as WNNMIC solely deems necessary to protect itself from Loss. Cash collateral equal to the reserve for Loss may be deemed by WNNMIC to be adequate. Collateral may be held by WNNMIC until WNNMIC has determined it is no longer exposed to Loss as a matter of law, and WNNMIC may retain or sell collateral to reimburse itself for Loss. WNNMIC shall be entitled to seek specific performance of this Agreement and procedures for executing on judgments may be used to enforce WNNMIC’s decree(s) of specific performance. In the event that WNNMIC suffers a Loss, prior to being provided with collateral, WNNMIC may enforce any decree, as a money judgment (in addition to any other judgments) to reimburse itself for such Loss without further notice or motion.
4. I agree to pay WNNMIC all premiums when due from Principal according to the rates in effect when each payment is due. I agree that premium for a Bond is fully earned upon execution of a Bond and is not refundable.
5. I agree that an electronic copy of this agreement shall be considered as an original and shall be admissible in a court of law to the same extent as the original agreement.
6. I agree that WNNMIC may obtain a release from its obligations as surety on a Bond whenever such release is allowed by law.
7. If a bond can be unilaterally cancelled by the surety, WNNMIC may cancel a Bond by mailing notice of cancellation in the regular U.S. Mail to the obligee and to Principal, or Principal’s representative, at the latest address provided to WNNMIC, and I agree to accept service of notice in such manner. I designate my insurance agent as my representative and Principal’s representative for such service. Unless a Bond, statute or lawful government regulation specifically provides otherwise, cancellation of a Bond shall be effective 30 days after WNNMIC deposits the requisite notice of cancellation in the U.S. Mail. I WAIVE ANY CLAIM AGAINST WNNMIC FOR DAMAGES which I may suffer as a result of cancellation of a Bond or any release from any obligation of WNNMIC on any Bond.
8. I agree that WNNMIC has the exclusive right to decide whether to pay, compromise, defend, or appeal any claim against a Bond.
9. I agree that I CANNOT TERMINATE MY LIABILITY to WNNMIC created by this agreement except by sending written notice of intent to WNNMIC. Written notice to terminate shall be sent to Western National Insurance Company at its home office, 4700 West 77th Street, Edina, MN, 55435-4818.. I AGREE that the termination will be effective thirty working days after actual receipt of such notice by WNNMIC, but only for Bonds signed and committed to by WNNMIC after the effective date. Thus, I agree that I will REMAIN LIABLE to WNNMIC for LOSS on BONDS SIGNED OR COMMITTED TO BY WNNMIC PRIOR TO THE EFFECTIVE DATE OF TERMINATION.
10. I agree that WNNMIC can bring any legal action arising out of or in any way related to any Bond or this agreement in Hennepin County, Minnesota and that Minnesota law shall govern unless WNNMIC elects otherwise.
11. I agree that I have READ AND UNDERSTOOD this agreement, that I am signing as a PERSONAL INDEMNITOR, on behalf of my MARITAL COMMUNITY, and in my CORPORATE, PARTNERSHIP, or LLC CAPACITY, if any. The rights and obligations of the undersigned hereunder are joint and several in each and every respect. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision. No missing signature shall invalidate this agreement.

| | | | |
|--------------------------------------------------------------------|------------------------|------------------------------------|-----------------|
| Individual or Company Name | Pork N' Roll Utah, Inc | Date | 5/15/2024 |
| BY (Owner’s, Officer’s or Partner’s, and Individual’s Signature) X | | Signor (Print) | Milagros Orozco |
| BY (Owner’s, Officer’s or Partner’s, and Individual’s Signature) X | | Signor (Print) | |
| Individual Spouse’s Signature X | | Individual’s Spouse’s Name (Print) | Jose Orozco |
| Individual Spouse’s Signature X | | Individual’s Spouse’s Name (Print) | |

Draper City Business Licensing Beer-Only Restaurant License

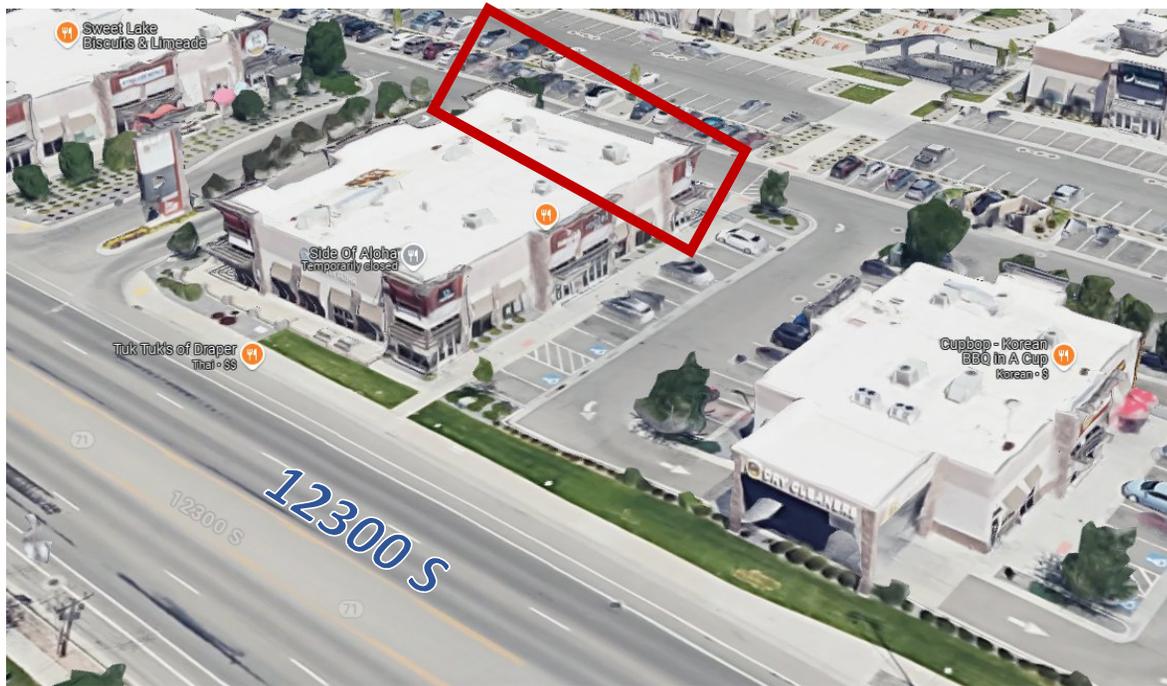
Pork N Roll Utah Inc dba Pork N Roll

541 E 12300 Suite D
Draper, UT 84020

Travis DeJong



Overview



541 E 12300 S Suite D
Draper, UT 84020

Beer-Only Restaurant License:
Allows restaurants to store, sale, and serve beer alongside a food purchase.



Draper City Code Distance Requirements Beer-Only Restaurant

DCMC 6-4-040: LICENSE APPLICATION LOCAL CONSENT EXPIRATION AND RENEWAL:
(B) (2) (b) A beer-only 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.

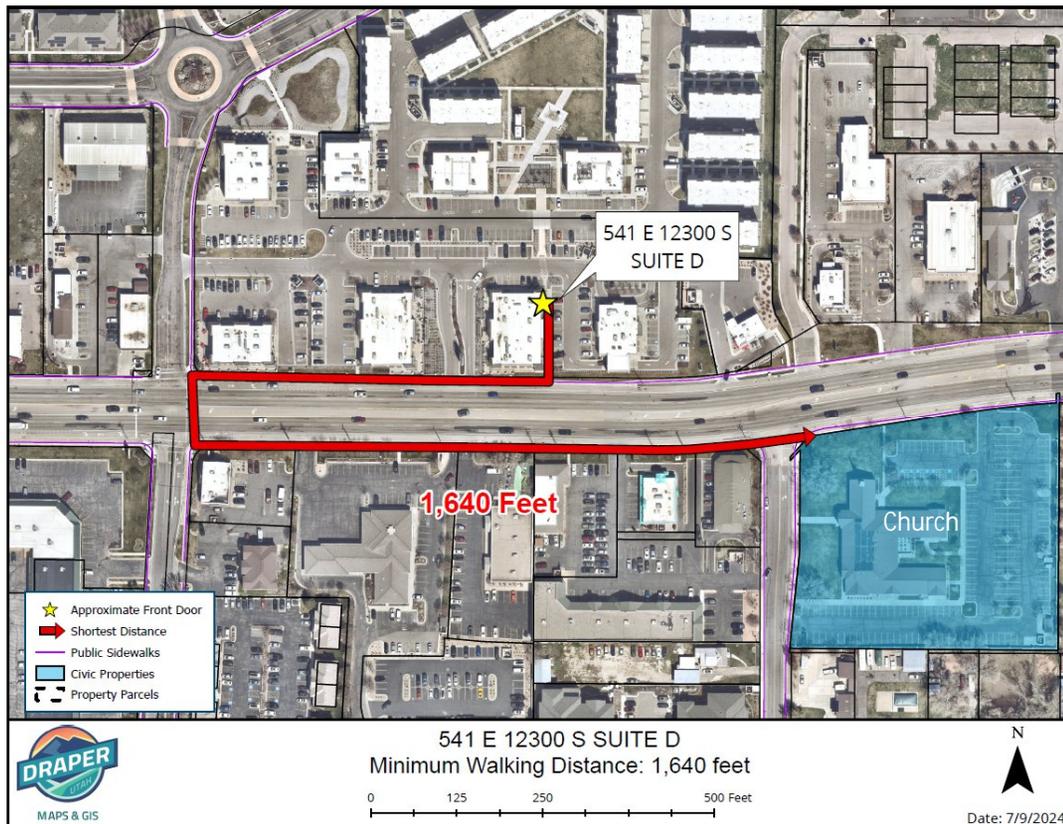
Community locations include:

- Schools
- Churches
- Public libraries
- Public playgrounds and parks

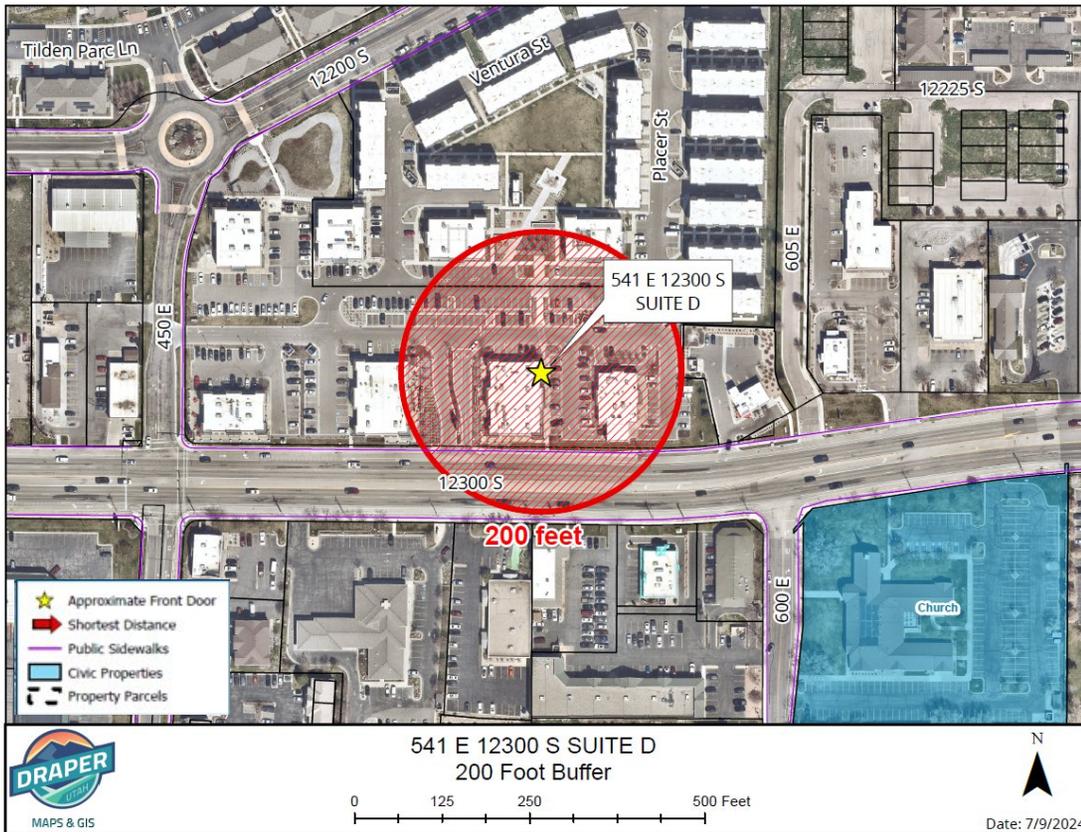


300 ft. Distance Requirement (Ordinary Pedestrian Travel)

Entrance must be at least 300 ft., following the shortest pedestrian route, from a community location.



200 ft. Distance Requirement (Straight Line)



Entrance must be at least 200 ft., drawn in a straight line, from a community location.



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:

Date: 2024-07-16

Re: Public Hearing: This is an opportunity for the public to address the council about the creation of a new school district. The boundary of the proposed new school district will include the cities of Lehi, American Fork, Cedar Hills, Highland, Alpine, and a section of Draper within Utah County boundaries.

Comments:

ATTACHMENTS:

[New-Central-School-District-Findings-6.18.2024.pdf](#)

MEMORANDUM

To: David Bunker, David Dobbins, Chandler Goodwin, Shane Sorensen, Jason Walker, Erin Wells
 From: LRB Public Finance Advisors
 Date: June 18, 2024
 RE: New Central School District Feasibility Study Findings

Pursuant to UCA 53G-3-301.4(7)(b), LRB was commissioned to assess the financial viability, the financial impact, and the tax impact of the creation of a new school district made up of the municipal boundaries of Lehi, Highland, Alpine, Cedar Hills, American Fork, and the portion of Draper that is within Utah County (the New Central District). This analysis focuses primarily on the impacts of creating a new school district and reviewing the impacts to major funds including the General Fund, Capital Projects Fund and Debt Service Fund. It outlines projections based on reasonable assumptions and available data from Alpine School District (ASD), the Utah State Board of Education (USB E) and other sources. This report also includes projections regarding start-up costs and the potential for new capital facilities as currently contemplated by ASD. The financial analysis concludes by outlining the tax burden on property owners within the proposed new school district.

This study assumes that a new district consisting of the municipalities of Eagle Mountain, Saratoga Springs, Cedar Fort, and Fairfield (the New West District) will be created, as the New West District has entered into an Interlocal Agreement to begin the creation of a new school district.¹ Therefore, the Reorganized District in this study includes the cities of Lindon, Orem, Vineyard, and Pleasant Grove.

BASE FINANCIAL ASSUMPTIONS

The enrollment projections developed use FY 2023 projected enrollment growth from ASD as the base. For purposes of determining the projected enrollment, LRB evaluated historic enrollment data from ASD for each City within ASD and applied an annual average growth rate (AAGR) to subsequent years that aligns with those findings.

The ratio of enrollment for each district was used to forecast weighted pupil units (WPU s). The number of WPU s provided to each school district within the State is based on number of students enrolled, number of special education students, and other weighted factors. Beginning in 2025, the forecasted WPU s are calculated based on an historic average of 0.996 WPU s per student (calculated using WPU data from ASD FY 2024 estimates). WPU s are calculated for each district based on percent enrollment and average WPU s per student.

TABLE 1.1: ENROLLMENT AND WPU PROJECTIONS

| FISCAL YEAR | ASD (AS CURRENTLY CONSTITUTED) | | NEW CENTRAL DISTRICT | | REORGANIZED ^[2] ASD | | NEW CENTRAL DISTRICT % OF TOTAL | REORGANIZED DISTRICT % OF TOTAL |
|---------------------|--------------------------------|--------|----------------------|--------|--------------------------------|--------|---------------------------------|---------------------------------|
| | ENROLLMENT | WPU s | ENROLLMENT | WPU s | ENROLLMENT | WPU s | | |
| 2023 ^[1] | 84,668 | 81,170 | 34,812 | 33,374 | 25,672 | 24,611 | 41.12% | 30.32% |
| 2024 | 84,250 | 83,939 | 34,606 | 34,478 | 24,964 | 24,872 | 41.08% | 29.63% |
| 2025 | 85,252 | 84,937 | 35,078 | 34,948 | 24,632 | 24,542 | 41.15% | 28.89% |
| 2026 | 86,323 | 86,005 | 35,579 | 35,448 | 24,311 | 24,221 | 41.22% | 28.16% |
| 2027 | 87,466 | 87,144 | 36,111 | 35,978 | 24,000 | 23,911 | 41.29% | 27.44% |

¹ Saratoga Springs. (May 21, 2024). Notice of the Possible Creation of a New School District, Receipt of Feasibility Studies, the Beginning of a 45-Day Public Comment Period, and Public Hearings with the City Council. <https://www.saratogasprings-ut.gov/492/Public-Notices>

| FISCAL YEAR | ASD (AS CURRENTLY CONSTITUTED) | | NEW CENTRAL DISTRICT | | REORGANIZED ^[2] ASD | | NEW CENTRAL DISTRICT % OF TOTAL | REORGANIZED DISTRICT % OF TOTAL |
|-------------|--------------------------------|--------|----------------------|--------|--------------------------------|--------|---------------------------------|---------------------------------|
| | ENROLLMENT | WPU's | ENROLLMENT | WPU's | ENROLLMENT | WPU's | | |
| 2028 | 88,682 | 88,355 | 36,674 | 36,539 | 23,698 | 23,610 | 41.35% | 26.72% |
| 2029 | 89,973 | 89,641 | 37,269 | 37,131 | 23,405 | 23,319 | 41.42% | 26.01% |

^[1] Projections reflect ASD projections (see *Alpine School District Reconfiguration Data, May 8, 2024*).

^[2] Reorganized ASD assumes New West District creation due to the notice to begin the creation of a new school district.

Taxable value is fundamental to projections of future fiscal impact on the New Central District and the division of assets and liabilities, including debt. Taxable value forms the basis for local revenues, as well as the ability of a district to bond for capital infrastructure.² Based on historic certified tax rate data for Lehi, Highland, Alpine, Cedar Hills, American Fork, and the portion of Draper, this analysis assumes the New Central District would experience an estimated three percent new growth multiplier, with the Reorganized District at 0.5 percent. To determine taxable value growth for ASD, new growth from the New Central District, New West District (Eagle Mountain, Saratoga Springs, Cedar Fort, and Fairfield) and the Reorganized District were added together to reflect total new growth for ASD. Based on these assumptions, it is estimated that the New Central District's taxable value will slightly decrease from 45 percent of the taxable value in 2025 to 44 percent by 2029, due to higher projected growth in the New West District.

TABLE 1.2: FORECASTED TAXABLE VALUE

| FISCAL YEAR | ASD | NEW CENTRAL DISTRICT | REORGANIZED ^[1] ASD | NEW CENTRAL DISTRICT % OF TOTAL | REORGANIZED DISTRICT % OF TOTAL |
|-------------|------------------|----------------------|--------------------------------|---------------------------------|---------------------------------|
| 2025 | \$55,064,613,951 | \$24,662,757,432 | \$18,940,115,371 | 45% | 34% |
| 2026 | \$56,816,136,543 | \$25,402,640,155 | \$19,034,815,948 | 45% | 34% |
| 2027 | \$58,663,684,263 | \$26,164,719,359 | \$19,129,990,028 | 45% | 33% |
| 2028 | \$60,613,793,784 | \$26,949,660,940 | \$19,225,639,978 | 44% | 32% |
| 2029 | \$62,673,491,241 | \$27,758,150,768 | \$19,321,768,178 | 44% | 31% |
| AAGR | 3.29% | 3.00% | 0.50% | | |

^[1] Reorganized ASD assumes New West District creation due to the notice to begin the creation of a new school district.

A comparison of the taxable value per student illustrates that the New Central District is slightly higher than projected for the Reorganized ASD. The higher taxable value will provide the New Central District with more local revenues per pupil but will impact to some degree some decrease in State revenues relative to ASD, as discussed in the General Fund analysis of this report.

TABLE 1.3: COMPARISON OF TAXABLE VALUE RATIOS (FY 2023)

| | TOTAL VALUE | TV % OF TOTAL | ENROLLMENT | % ENROLLMENT | TV PER STUDENT |
|--------------------------------|------------------|---------------|------------|--------------|----------------|
| ASD | \$50,111,489,706 | 100% | 84,668 | 100% | \$591,859 |
| New Central District | \$23,247,014,263 | 46% | 34,812 | 41% | \$667,787 |
| Reorganized ASD ^[1] | \$17,037,879,808 | 34% | 25,672 | 30% | \$663,676 |

^[1] Reorganized ASD assumes New West District creation due to the notice to begin the creation of a new school district.

GENERAL FUND ANALYSIS

The General Fund includes all financial resources necessary for the general operation of the District, including instructional employment costs (72 percent of the 2024 budget). The General Fund is comprised of three major revenue sources: local, state and federal. Local funding is generated through the property taxes collected by

² UCA 53G-3-307(3)



the County. State Funds are distributed based on WPU assumptions and federal funds are earmarked for special purposes such as special education, special programs, vocational education, and nutrition services.

As a ratio of local revenues per pupil, the New Central District is projected to receive higher local revenues per pupil than the other scenarios due to a higher taxable value per student. It is anticipated that State funds³ will be decreased to account for increased local revenues as illustrated in Table 1.4.

TABLE 1.4: FORECASTED GENERAL FUND REVENUES

| FY | LOCAL REVENUE | STATE REVENUE | STATE ADD-ON | FEDERAL | TOTAL | PER STUDENT | | | | | DIFFERENCE FROM ASD |
|-------------------------------------------|---------------|---------------|--------------|--------------|---------------|-------------|---------|--------------|---------|----------|---------------------|
| | | | | | | LOCAL | STATE | STATE ADD-ON | FEDERAL | TOTAL | |
| ASD | | | | | | | | | | | |
| 2025 | \$203,639,934 | \$542,516,755 | \$51,863,517 | \$34,492,270 | \$832,512,476 | \$2,389 | \$6,364 | \$608 | \$405 | \$9,765 | |
| 2026 | \$209,985,402 | \$565,798,557 | \$53,639,244 | \$35,624,369 | \$865,047,572 | \$2,433 | \$6,554 | \$621 | \$413 | \$10,021 | |
| 2027 | \$216,673,754 | \$591,322,675 | \$55,842,371 | \$36,818,045 | \$900,656,845 | \$2,477 | \$6,761 | \$638 | \$421 | \$10,297 | |
| 2028 | \$223,728,072 | \$618,386,599 | \$58,146,958 | \$38,076,521 | \$938,338,150 | \$2,523 | \$6,973 | \$656 | \$429 | \$10,581 | |
| 2029 | \$231,173,158 | \$647,085,882 | \$60,620,904 | \$39,403,198 | \$978,283,141 | \$2,569 | \$7,192 | \$674 | \$438 | \$10,873 | |
| NEW CENTRAL DISTRICT | | | | | | | | | | | |
| 2025 | \$91,203,898 | \$220,728,779 | \$22,100,242 | \$14,192,223 | \$348,225,143 | \$2,600 | \$6,293 | \$630 | \$405 | \$9,927 | \$162 |
| 2026 | \$93,889,874 | \$230,736,753 | \$22,903,912 | \$14,683,020 | \$362,213,558 | \$2,639 | \$6,485 | \$644 | \$413 | \$10,181 | \$159 |
| 2027 | \$96,656,679 | \$241,724,834 | \$23,918,653 | \$15,200,569 | \$377,500,735 | \$2,677 | \$6,694 | \$662 | \$421 | \$10,454 | \$157 |
| 2028 | \$99,506,747 | \$253,408,862 | \$25,011,003 | \$15,746,270 | \$393,672,883 | \$2,713 | \$6,910 | \$682 | \$429 | \$10,734 | \$154 |
| 2029 | \$102,442,584 | \$265,833,418 | \$26,213,959 | \$16,321,599 | \$410,811,559 | \$2,749 | \$7,133 | \$703 | \$438 | \$11,023 | \$150 |
| REORGANIZED DISTRICT⁽¹⁾ | | | | | | | | | | | |
| 2025 | \$70,130,307 | \$151,397,116 | \$13,038,817 | \$9,966,153 | \$244,532,393 | \$2,847 | \$6,146 | \$529 | \$405 | \$9,927 | \$162 |
| 2026 | \$70,539,843 | \$153,976,526 | \$13,081,693 | \$10,032,868 | \$247,630,929 | \$2,902 | \$6,334 | \$538 | \$413 | \$10,186 | \$165 |
| 2027 | \$70,953,586 | \$156,876,561 | \$13,230,935 | \$10,102,433 | \$251,163,515 | \$2,956 | \$6,537 | \$551 | \$421 | \$10,465 | \$168 |
| 2028 | \$71,371,629 | \$159,871,121 | \$13,387,711 | \$10,174,893 | \$254,805,354 | \$3,012 | \$6,746 | \$565 | \$429 | \$10,752 | \$171 |
| 2029 | \$71,794,065 | \$162,963,168 | \$13,571,294 | \$10,250,293 | \$258,578,820 | \$3,067 | \$6,963 | \$580 | \$438 | \$11,048 | \$175 |

⁽¹⁾ Reorganized ASD assumes New West District creation due to the notice to begin the creation of a new school district.

General fund expenditures for each district scenario have been estimated based on existing ASD budget expenditures. LRB used ASD FY 2024 budget growth rates, analyzed each expenditure function to determine any duplication of expenditures, and apportioned expenditures based on two financial scenarios.

SCENARIO 1

The first financial scenario primarily apportioned general fund expenditures on a percentage of enrollment basis for the following expenditure functions: instruction, student support services, instructional support services, and student transportation services. Operation and maintenance of plant expenditures are apportioned based on the percent of district facilities within each district, with district administration and central support functions primarily being based on the percent of full-time equivalent (FTE) employees, including duplicate administrative facilities. Last, school administration expenditures were determined using the percentage of schools within each district. Under this scenario, the most recent ASD budget estimates were

³ UCA 53F-3



used as the base (FY 2024) and LRB inflated expenditures for subsequent years,⁴ (2.5% for employment costs 1% for other) plus an additional enrollment multiplier based on WPU growth.

TABLE 1.5. GENERAL FUND EXPENSE ASSUMPTIONS COMPARISON

| | 2024 ENROLLMENT % OF TOTAL | WPU GROWTH MULTIPLIER | CURRENT SCHOOL COUNT % OF TOTAL | CURRENT FACILITIES COUNT % OF TOTAL | ALL FACILITIES COUNT % OF TOTAL | MGT STUDY EXPENSE ALLOCATION |
|----------------------|----------------------------------|--------------------------|---------------------------------------|-------------------------------------------|---------------------------------------|------------------------------------|
| ASD | 100% | 1.50% | 100% | 100% | 100% | 100% |
| New Central District | 41% | 1.70% | 40% | 60% | 42% | 43% |
| Reorganized ASD | 30% | -1.20% | 36% | 20% | 35% | 34% |

Under Scenario 1, it is anticipated that the division of ASD could result in a combined duplicated O&M cost of approximately \$4.9M in 2025 for all districts. This is a result of duplicate administrative expenses necessary for multiple districts. For the first financial scenario, the New Central District is projected to have higher per pupil expenditures relative to ASD in the early years. This is a result of the higher ratio of duplicate administrative costs as well as the enrollment multiplier, in which the New Central District has higher projection growth relative to the District as shown in **Table 1.6**.

TABLE 1.6. SCENARIO 1 GENERAL FUND SUMMARY

| YEAR | TOTAL GF REVS | GF REVS PER STUDENT | TOTAL GF EXPENDITURES | GF EXPENDITURES PER STUDENT | NET GF | NET GF PER STUDENT |
|-------------------------------------------|---------------|------------------------|--------------------------|-----------------------------------|----------------|-----------------------|
| ASD | | | | | | |
| 2025 ² | \$832,512,476 | \$9,765 | \$849,702,675 | \$9,967 | (\$17,190,199) | (\$202) |
| 2026 | \$865,047,572 | \$10,021 | \$881,120,853 | \$10,207 | (\$16,073,281) | (\$186) |
| 2027 | \$900,656,845 | \$10,297 | \$913,731,490 | \$10,447 | (\$13,074,645) | (\$149) |
| 2028 | \$938,338,150 | \$10,581 | \$947,580,697 | \$10,685 | (\$9,242,548) | (\$104) |
| 2029 | \$978,283,141 | \$10,873 | \$982,716,394 | \$10,922 | (\$4,433,253) | (\$49) |
| NEW CENTRAL DISTRICT | | | | | | |
| 2025 | \$348,225,143 | \$9,927 | \$355,054,804 | \$10,122 | (\$6,829,660) | (\$195) |
| 2026 | \$362,213,558 | \$10,181 | \$368,845,241 | \$10,367 | (\$6,631,683) | (\$186) |
| 2027 | \$377,500,735 | \$10,454 | \$383,184,751 | \$10,611 | (\$5,684,016) | (\$157) |
| 2028 | \$393,672,883 | \$10,734 | \$398,095,597 | \$10,855 | (\$4,422,714) | (\$121) |
| 2029 | \$410,811,559 | \$11,023 | \$413,600,958 | \$11,098 | (\$2,789,399) | (\$75) |
| REORGANIZED DISTRICT^[1] | | | | | | |
| 2025 | \$244,532,393 | \$9,927 | \$251,283,519 | \$10,201 | (\$6,751,126) | (\$274) |
| 2026 | \$247,630,929 | \$10,186 | \$253,571,859 | \$10,430 | (\$5,940,929) | (\$244) |
| 2027 | \$251,163,515 | \$10,465 | \$255,890,244 | \$10,662 | (\$4,726,729) | (\$197) |
| 2028 | \$254,805,354 | \$10,752 | \$258,239,048 | \$10,897 | (\$3,433,695) | (\$145) |
| 2029 | \$258,578,820 | \$11,048 | \$260,618,648 | \$11,135 | (\$2,039,828) | (\$87) |

^[1] Reorganized ASD assumes New West District creation due to the notice to begin the creation of a new school district.

^[2] ASD begins at a slight deficit due to changes in projected state funding and inflation in General Fund expenses. While ASD may adjust spending to mitigate this funding shortfall for comparison purposes, this analysis assumes the calculated funding and expense when making comparison between scenarios.

⁴ See ASD FY2024 Budget, p. 147 for inflationary increases utilized.



SCENARIO 2

Under the second financial scenario, expenditure functions are largely allocated based on the percentages used in the existing April 2024 MGT Reconfiguration Feasibility Study (see Table 1.5)⁵, with operation and maintenance of plant expenditure functions allocated based on the proportion of total education and district facilities within each district and student transportation services expenditures allocated on an enrollment basis. Similarly, the most recent ASD budget estimates were utilized as the base (FY 2024) and LRB inflated expenditures for subsequent years. However, this scenario does not apply the additional enrollment multiplier based on WPU growth to the expense projections. Instead, new operational and maintenance (O&M) costs were added to the projected cost to capture the additional costs of the proposed school buildings. ⁶ New O&M costs were calculated using general fund expenditure by location data from the District.

Under Scenario 2, it is anticipated that the division of ASD could result in a combined duplicated O&M cost of approximately \$6.1M in 2025 for all districts. This is a result of duplicate administrative expenses necessary for multiple districts. Using the MGT allocation methodology, the New Central District is projected to have higher per pupil expenditures relative to ASD in the early years. Similar to the first scenario, this is a result of the higher ratio of duplicate administrative costs as well as the higher ratio of expense apportioned the New Central District as shown in **Table 1.7**.

TABLE 1.7. GENERAL FUND SUMMARY BASED ON MGT ALLOCATION

| YEAR | TOTAL GF REVS | GF REVS PER STUDENT | TOTAL GF EXPENDITURES | GF EXPENDITURES PER STUDENT | NET GF | NET GF PER STUDENT |
|-------------------------------------------|---------------|---------------------|-----------------------|-----------------------------|----------------|--------------------|
| ASD | | | | | | |
| 2025 | \$832,512,476 | \$9,765 | \$837,145,493 | \$9,820 | (\$4,633,016) | (\$54) |
| 2026 | \$865,047,572 | \$10,021 | \$877,152,177 | \$10,161 | (\$12,104,605) | (\$140) |
| 2027 | \$900,656,845 | \$10,297 | \$921,562,814 | \$10,536 | (\$20,905,970) | (\$239) |
| 2028 | \$938,338,150 | \$10,581 | \$949,871,962 | \$10,711 | (\$11,533,813) | (\$130) |
| 2029 | \$978,283,141 | \$10,873 | \$970,719,922 | \$10,789 | \$7,563,219 | \$84 |
| NEW CENTRAL DISTRICT | | | | | | |
| 2025 | \$348,225,143 | \$9,927 | \$357,221,191 | \$10,184 | (\$8,996,048) | (\$256) |
| 2026 | \$362,213,558 | \$10,181 | \$371,481,067 | \$10,441 | (\$9,267,509) | (\$260) |
| 2027 | \$377,500,735 | \$10,454 | \$379,541,605 | \$10,510 | (\$2,040,871) | (\$57) |
| 2028 | \$393,672,883 | \$10,734 | \$387,789,982 | \$10,574 | \$5,882,901 | \$160 |
| 2029 | \$410,811,559 | \$11,023 | \$396,230,727 | \$10,632 | \$14,580,833 | \$391 |
| REORGANIZED DISTRICT^[1] | | | | | | |
| 2025 | \$244,532,393 | \$9,927 | \$265,932,200 | \$10,796 | (\$21,399,808) | (\$869) |
| 2026 | \$247,630,929 | \$10,186 | \$271,646,582 | \$11,174 | (\$24,015,653) | (\$988) |
| 2027 | \$251,163,515 | \$10,465 | \$277,493,465 | \$11,562 | (\$26,329,950) | (\$1,097) |
| 2028 | \$254,805,354 | \$10,752 | \$283,476,037 | \$11,962 | (\$28,670,684) | (\$1,210) |
| 2029 | \$258,578,820 | \$11,048 | \$289,597,566 | \$12,373 | (\$31,018,745) | (\$1,325) |

^[1] Reorganized ASD assumes New West District creation due to the notice to begin the creation of a new school district.

⁵ District Configuration Information, Alpine School District, <https://alpineschools.org/configuration/>

⁶ It is assumed that increases to O&M expenses due to the construction of new elementary and high schools are accounted for based on the first scenario's methodology based on enrollment. However, to capture the impacts of the new schools on ASD, the New District and the Reorganized District, additional O&M expenses are added to the pro forma for the second scenario.



While the New Central District is projected to have a fund deficit initially upon creation, both financial scenarios presented illustrate the New Central District may overcome the General Fund deficit within the study period or within the 10-year horizon.

CAPITAL PROJECTS ANALYSIS

Based on the current tax levies provided from ASD, LRB projected future capital outlay revenues for each scenario. The Capital Projects Fund can be augmented by state support programs titled Enrollment Growth and Foundation Guarantee. Through these funds, districts with a smaller tax base (per pupil) and higher growth can receive additional support revenues. LRB projected these funds using state allocation formulas provided by the Utah State Board of Education (USBE).

Expenditures are allocated to each district based primarily on the percentage of education buildings within each district, including technical and specialty schools, which are inflated at one percent. Land acquisition, land improvement, building acquisition and construction, and building improvement costs from the ASD budget were removed for future projections to prevent a duplication of costs as the known capital cost were accounted for in the Debt Service Fund (see **Table 1.6**). This results in a positive fund balance within the Capital Projects Fund for each district and thus there is no tax increase within the Capital Projects Fund.

DEBT SERVICE ANALYSIS

The majority of the Debt Service Fund revenues come from local property taxes, with a small portion of revenue coming from interest and other categories. The current ASD Debt Service tax rate is 0.001020. As a result of the Debt Service Fund revenue relying on local property tax, the feasibility of a New Central District will be influenced by the level of debt needed versus the taxable value available to assess the necessary revenues. Thus, the capital facility needs above the capital fund rates combined with each district’s taxable value per pupil will likely result in a need to increase the rate necessary for the repayment of debt in the short term within the new school district.

There are three major components included in the analysis of this fund: the allocation of outstanding bonds, new bonding needs as identified by ASD, and start-up costs. Utah Code stipulates the transfer of outstanding debt is based on the adjusted assessed value of the new school district and reorganized district.⁷ For the purposes of this analysis the ratio of total taxable value in the year immediately preceding the creation of the New Central District, which is 2024, is applied to apportion debt to each district scenario. This approach is utilized as opposed to changing the percentage annually based on each district’s adjusted assessed value given the uncertainty of future growth. As a result, the New Central District would be responsible for 45 percent of the outstanding debt.

TABLE 1.8: CAPITAL COST INCLUDED IN DEBT SERVICE CALCULATIONS

| | ASD | NEW CENTRAL DISTRICT | NEW WEST DISTRICT | REORGANIZED ASD |
|-------------------------|---------------|----------------------|-------------------|-----------------|
| Start Up Funds | \$0 | \$2,556,812 | \$10,029,512 | \$0 |
| High School Buildings | \$155,000,000 | \$0 | \$155,000,000 | \$0 |
| Middle School Buildings | \$0 | \$0 | \$0 | \$0 |
| Elementary Buildings | \$140,000,000 | \$35,000,000 | \$105,000,000 | \$0 |
| Renovation and Remodel | \$200,000,000 | \$75,000,000 | \$0 | \$125,000,000 |
| Land | \$9,000,000 | \$0 | \$9,000,000 | \$0 |
| Additional Projects | \$8,000,000 | \$0 | \$8,000,000 | \$0 |

⁷UCA 53G-3-307(3)(a)(ii)



New bonding in this analysis is based on existing ASD recommendations. ASD identified \$512M in capital needs for the district, with \$110M attributed to the New Central District, \$277M to the New West District, and \$125M to the Reorganized District. Last, start-up costs relative to legal fees, computer system, and moving costs were also identified. It is important to note that \$12.5M in unassigned fund balance from ASD was allocated to each district based on the ratio of enrollment for purposes of funding start-up costs, in which the New Central District makes up 41% of total ASD enrollment.⁸

TABLE 1.9: DEBT SERVICE SUMMARY

| YEAR | AUTHORIZED DEBT | PROPOSED NEW DEBT | TOTAL | OBLIGATION PER STUDENT |
|-------------------------------------------|-----------------|-------------------|---------------|------------------------|
| ASD | | | | |
| 2025 | \$68,255,190 | \$37,956,410 | \$106,211,600 | \$1,246 |
| 2026 | \$46,585,605 | \$37,956,410 | \$84,542,015 | \$979 |
| 2027 | \$44,711,305 | \$37,956,410 | \$82,667,715 | \$945 |
| 2028 | \$39,645,005 | \$37,956,410 | \$77,601,415 | \$875 |
| 2029 | \$39,652,255 | \$37,956,410 | \$77,608,665 | \$863 |
| NEW CENTRAL DISTRICT | | | | |
| 2025 | \$30,603,715 | \$8,344,243 | \$38,947,959 | \$1,110 |
| 2026 | \$20,887,681 | \$8,344,243 | \$29,231,924 | \$822 |
| 2027 | \$20,047,297 | \$8,344,243 | \$28,391,540 | \$786 |
| 2028 | \$17,775,710 | \$8,344,243 | \$26,119,953 | \$712 |
| 2029 | \$17,778,961 | \$8,344,243 | \$26,123,204 | \$701 |
| REORGANIZED DISTRICT^[1] | | | | |
| 2025 | \$24,087,199 | \$9,266,702 | \$33,353,901 | \$1,354 |
| 2026 | \$16,440,021 | \$9,266,702 | \$25,706,723 | \$1,057 |
| 2027 | \$15,778,582 | \$9,266,702 | \$25,045,284 | \$1,044 |
| 2028 | \$13,990,689 | \$9,266,702 | \$23,257,391 | \$981 |
| 2029 | \$13,993,248 | \$9,266,702 | \$23,259,949 | \$994 |

^[1] Reorganized ASD assumes New West District creation due to the notice to begin the creation of a new school district.

TAX IMPACT

Pursuant to UCA 53G-3-102(4)(a)(ii)(C), the following tables address the tax impact on taxpayers within the boundaries of the proposed New Central District. In summary, this analysis combines the General Fund, Capital Projects Fund, and Debt Service Fund into a comprehensive table based on the tax impact per \$500,000 primary residential home. The tables below show the projected tax rate needed within the three funds analyzed should a district division occur, with both general fund expense scenarios shown in **Tables 1.10** and **1.11**. It is important to note that for the purposes of evaluating impacts, the study assumes a starting period of FY 2025.

TABLE 1.10: NEW CENTRAL DISTRICT GENERAL FUND TAX IMPACT SCENARIO 1

| YEAR | TOTAL GF EXPENDITURES | TOTAL REVENUES | NET GENERAL FUND | BASELINE TAX RATE | TAX RATE UNDER ASD | TAX RATE NEEDED | TAX RATE INCREASE |
|------|-----------------------|----------------|------------------|-------------------|--------------------|-----------------|-------------------|
| 2025 | \$355,054,804 | \$348,225,143 | (\$6,829,660) | 0.003495 | 0.003807 | 0.003772 | (0.000035) |
| 2026 | \$368,845,241 | \$362,213,558 | (\$6,631,683) | 0.003495 | 0.003778 | 0.003756 | (0.000022) |
| 2027 | \$383,184,751 | \$377,500,735 | (\$5,684,016) | 0.003495 | 0.003718 | 0.003712 | (0.000006) |
| 2028 | \$398,095,597 | \$393,672,883 | (\$4,422,714) | 0.003495 | 0.003647 | 0.003659 | 0.000012 |
| 2029 | \$413,600,958 | \$410,811,559 | (\$2,789,399) | 0.003495 | 0.003566 | 0.003595 | 0.000029 |

⁸ UCA 53G-3-302(4)(b)



TABLE 1.11: NEW CENTRAL DISTRICT GENERAL FUND TAX IMPACT SCENARIO 2

| YEAR | TOTAL GF EXPENDITURES | TOTAL REVENUES | NET GENERAL FUND | BASELINE TAX RATE | TAX RATE UNDER ASD | TAX RATE NEEDED | TAX RATE INCREASE |
|------|-----------------------|----------------|------------------|-------------------|--------------------|-----------------|-------------------|
| 2025 | \$357,221,191 | \$348,225,143 | (\$8,996,048) | 0.003495 | 0.003579 | 0.003860 | 0.000281 |
| 2026 | \$371,481,067 | \$362,213,558 | (\$9,267,509) | 0.003495 | 0.003708 | 0.003860 | 0.000152 |
| 2027 | \$379,541,605 | \$377,500,735 | (\$2,040,871) | 0.003495 | 0.003851 | 0.003573 | (0.000278) |
| 2028 | \$387,789,982 | \$393,672,883 | \$5,882,901 | 0.003495 | 0.003685 | 0.003277 | (0.000408) |
| 2029 | \$396,230,727 | \$410,811,559 | \$14,580,833 | 0.003495 | 0.003374 | 0.002970 | (0.000404) |

TABLE 1.12: NEW CENTRAL DISTRICT CAPITAL OUTLAY TAX IMPACT

| YEAR | CAPITAL OUTLAY EXPENDS | TOTAL REVENUES | NET CAPITAL OUTLAY | BASELINE TAX RATE | TAX RATE UNDER ASD | TAX RATE NEEDED | TAX RATE INCREASE |
|------|------------------------|----------------|--------------------|-------------------|--------------------|-----------------|-------------------|
| 2025 | \$12,126,565 | \$27,220,066 | \$15,093,502 | 0.001065 | 0.001065 | 0.001065 | - |
| 2026 | \$12,189,793 | \$27,806,295 | \$15,616,502 | 0.001065 | 0.001065 | 0.001065 | - |
| 2027 | \$12,253,653 | \$28,853,578 | \$16,599,925 | 0.001065 | 0.001065 | 0.001065 | - |
| 2028 | \$12,318,152 | \$29,835,863 | \$17,517,711 | 0.001065 | 0.001065 | 0.001065 | - |
| 2029 | \$12,383,296 | \$30,774,501 | \$18,391,205 | 0.001065 | 0.001065 | 0.001065 | - |

TABLE 1.13: NEW CENTRAL DISTRICT DEBT SERVICE TAX IMPACT

| YEAR | TOTAL DEBT | TAXABLE VALUE | TAX RATE UNDER ASD | TAX RATE NEEDED | TOTAL TAX RATE INCREASE |
|------|--------------|------------------|--------------------|-----------------|-------------------------|
| 2025 | \$38,947,959 | \$24,662,757,432 | 0.0019290 | 0.0015790 | (0.0003500) |
| 2026 | \$29,231,924 | \$25,402,640,155 | 0.0014880 | 0.0011510 | (0.0003370) |
| 2027 | \$28,391,540 | \$26,164,719,359 | 0.0014090 | 0.0010850 | (0.0003240) |
| 2028 | \$26,119,953 | \$26,949,660,940 | 0.0012800 | 0.0009690 | (0.0003110) |
| 2029 | \$26,123,204 | \$27,758,150,768 | 0.0012380 | 0.0009410 | (0.0002970) |

When all major funds are considered (General Fund, Capital Projects and Debt Service), property owners within the New Central District may experience tax savings under both methodologies. This is primarily driven by the proportional allocation of new capital needs in the New Central District when compared to ASD as a whole.

VIABLE CONCLUSION

In conclusion, based on this analysis, we are of the opinion that the new school district is a viable alternative to the existing school district, providing the following benefits:

- Potential tax savings relative to ASD.
- The opportunity for more localized control.
- Allow the Central District greater control to meet the needs of students in the New District.

TABLE 1.14: NEW CENTRAL DISTRICT TOTAL TAX IMPACT (SCENARIO 1)

| YEAR | TOTAL TAX RATE NEEDED | TAX PER HOUSEHOLD (\$500,000 RESIDENTIAL) (ANNUALLY) | TAX PER HOUSEHOLD (MONTHLY) |
|------|-----------------------|------------------------------------------------------|-----------------------------|
| 2025 | (0.000385) | (\$105.88) | (\$8.82) |
| 2026 | (0.000359) | (\$98.73) | (\$8.23) |
| 2027 | (0.000330) | (\$90.75) | (\$7.56) |
| 2028 | (0.000299) | (\$82.23) | (\$6.85) |
| 2029 | (0.000268) | (\$73.70) | (\$6.14) |

TABLE 1.15: NEW CENTRAL DISTRICT TOTAL TAX IMPACT (SCENARIO 2)

| YEAR | TAX RATE NEEDED | TAX PER HOUSEHOLD (\$500,000 RESIDENTIAL) (ANNUALLY) | TAX PER HOUSEHOLD (MONTHLY) |
|------|-----------------|------------------------------------------------------|-----------------------------|
| 2025 | (0.000069) | (\$18.98) | (\$1.58) |
| 2026 | (0.000185) | (\$50.88) | (\$4.24) |
| 2027 | (0.000602) | (\$165.55) | (\$13.80) |
| 2028 | (0.000719) | (\$197.73) | (\$16.48) |
| 2029 | (0.000701) | (\$192.78) | (\$16.06) |



APPENDIX A. EXISTING STUDY COMPARISON – OPERATIONAL COSTS

TABLE: MGT STUDY FINDINGS (BASE YEAR 2023)

| DISTRICT | ENROLLMENT | % OF TOTAL ENROLLMENT | TAXABLE VALUE | % OF TOTAL TAXABLE VALUE | GF REVENUE | % OF TOTAL REVENUE | GF EXPENSES | % OF TOTAL EXPENSE | SURPLUS DEFICIT |
|----------------------|------------|-----------------------|------------------|--------------------------|---------------|--------------------|---------------|--------------------|-----------------|
| ASD | 84,414 | 100% | \$49,249,675,861 | 100% | \$767,657,401 | 100% | \$754,733,592 | 100% | \$12,923,809 |
| West District | 24,623 | 29% | \$9,144,295,315 | 19% | \$223,920,537 | 29% | \$196,397,796 | 26% | \$27,522,741 |
| Central District | 34,616 | 41% | \$22,203,419,402 | 45% | \$314,796,463 | 41% | \$323,009,732 | 43% | (\$8,213,269) |
| Reorganized District | 25,175 | 30% | \$17,901,961,144 | 36% | \$228,940,402 | 30% | \$235,326,064 | 31% | (\$6,385,662) |

TABLE: LRB STUDY FINDINGS (BASE YEAR 2024) – FACILITIES METHODOLOGY SCENARIO

| DISTRICT | ENROLLMENT | % OF TOTAL ENROLLMENT | TAXABLE VALUE | % OF TOTAL TAXABLE VALUE | GF REVENUE | % OF TOTAL REVENUE | GF EXPENSES | % OF TOTAL EXPENSE | SURPLUS DEFICIT |
|----------------------|------------|-----------------------|------------------|--------------------------|---------------|--------------------|---------------|--------------------|-----------------|
| ASD | 84,250 | 100% | \$53,403,033,918 | 100% | \$806,124,568 | 100% | \$819,432,580 | 100% | (\$13,308,012) |
| West District | 24,680 | 29% | \$10,612,723,286 | 20% | \$234,562,463 | 29% | \$215,543,686 | 26% | \$19,018,777 |
| Central District | 34,606 | 41% | \$23,944,424,691 | 45% | \$336,772,813 | 42% | \$349,678,842 | 43% | (\$12,906,030) |
| Reorganized District | 24,964 | 30% | \$18,845,885,941 | 35% | \$242,817,360 | 30% | \$260,347,207 | 32% | (\$17,529,846) |

TABLE: LRB STUDY FINDINGS (BASE YEAR 2024) – ENROLLMENT METHODOLOGY SCENARIO

| DISTRICT | ENROLLMENT | % OF TOTAL ENROLLMENT | TAXABLE VALUE | % OF TOTAL TAXABLE VALUE | GF REVENUE | % OF TOTAL REVENUE | GF EXPENSES | % OF TOTAL EXPENSE | SURPLUS DEFICIT |
|----------------------|------------|-----------------------|------------------|--------------------------|---------------|--------------------|---------------|--------------------|-----------------|
| ASD | 84,250 | 100% | \$53,403,033,918 | 100% | \$806,124,568 | 100% | \$819,432,580 | 100% | (\$13,308,012) |
| West District | 24,680 | 29% | \$10,612,723,286 | 20% | \$234,562,463 | 29% | \$234,750,930 | 29% | (\$188,467) |
| Central District | 34,606 | 41% | \$23,944,424,691 | 45% | \$336,772,813 | 42% | \$341,792,052 | 42% | (\$5,019,239) |
| Reorganized District | 24,964 | 30% | \$18,845,885,941 | 35% | \$242,817,360 | 30% | \$249,024,858 | 30% | (\$6,207,497) |