



CITY COUNCIL AGENDA

Tuesday, September 3, 2024, 5:30 PM
1020 E. Pioneer Road, Draper, Utah
Council Chambers

5:30 PM STUDY MEETING

Discussion: Regarding Station Area Plans by Jennifer Jastremsky.

7:00 PM BUSINESS MEETING

1. **Call to Order**
2. **Pledge of Allegiance led by Councilmember Mike Green.**
3. **Presentation of new Canine officer, Davvo.**
4. **Public Comments**

To be considerate of everyone attending the meeting, public comments will be restricted to items that are not listed on this or a future agenda and limited to three minutes per person. Comments which cannot be made within these limits should be submitted in writing to the City Recorder prior to noon the day before the meeting. Comments pertaining to an item on the agenda should not be given at this time but should be held until that item is called.
5. **Consent Items**
 - 5.a **Approval of August 6, 2024 and the August 20, 2024, City Council Meeting Minutes.**
 - 5.b **Approval of Resolution #24-39**

A Resolution of the Draper City Council approving an interlocal agreement with Canyons School District for school resource officers. Staff: Rich Ferguson.
 - 5.c **Approval of Resolution #24-42**

A Resolution appointing members to the Draper City Building Board of Appeals.
 - 5.d **Approval of Resolution #24-43**

A Resolution appointing Shivam Shah and Laura Fidler as alternate members of the Draper City Planning Commission.

5.e Approval of Resolution #24-44

A Resolution reappointing Mike Green and Kevin Hicks as members of the Draper City Audit Committee.

5.f Approval of Resolution #24-46

A Resolution of the Draper City Council appointing Mike Barker as City Manager.

5.g Approval of Ordinance #1620

An Ordinance of the Draper City Council amending Section 3-5-120 of the Draper City Municipal Code renaming the Diversity and Inclusion Advisory Committee to the Community Engagement Committee. Staff: Kellie Challburg.

6. Items for Council Consideration

6.a Public Hearing: Ordinance #1619

An Ordinance vacating approximately .07 acres of the right-of-way located at approximately 900 East 12650 South. This item will be continued to a date uncertain.

7. Adjournment

I, the City Recorder of Draper City, certify that copies of this agenda for the **Draper City Council** meeting to be held **September 3, 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:

Date: 2024-09-03

Re: Approval of August 6, 2024 and the August 20, 2024, City Council Meeting Minutes.

Comments:

ATTACHMENTS:

[CC 8.6 Minutes.pdf](#)

ATTACHMENTS:

[CC 8.20 Minutes.pdf](#)

MINUTES OF THE DRAPER CITY COUNCIL MEETING HELD ON TUESDAY, AUGUST 6, 2024, IN THE DRAPER CITY COUNCIL CHAMBERS, 1020 EAST PIONEER ROAD, DRAPER, UTAH

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

EXCUSED: Councilmember Green

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; Rhett Ogden, Parks and Recreation Director; Laura Oscarson, City Recorder; Linda Peterson, Communications Director; Clint Smith, Fire Chief; Jake Sorensen, Network Manager; and John Vuyk, Finance Director

Study Session

Council-Manager Reports

Assistant City Manager Kellie Challburg reported on 2024 Draper Days and shared ideas for 2025. The Council expressed appreciation and gave feedback.

Business Session

1. **Call to Order by Mayor Troy K. Walker**

2. **Pledge of Allegiance led by Jake Sorensen**

3. **Public Comments**

Kathleen Keller, Draper resident, expressed appreciation to the Mayor and Council for their quick response to a letter submitted on July 6, 2024, regarding problematic Russian Thistles. She said she hoped awareness this year would result in early action to reduce or prevent the problem next year. Ms. Keller expressed a desire to partner with the city to keep the growth under control in the future.

4. **Consent Items**

4.a **Approval of the July 16, 2024, City Council Meeting Minutes**

Councilmember T. Lowery moved to approve the Consent Item.
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. Items for Council Consideration

5.a Action Item: Resolution #24-37, a Resolution of the Draper City Council approving the request proposing the creation of a new school district and authorizing the City Recorder to notify the Utah County Commission and the Utah County Clerk

Mike Barker, Acting City Manager/City Attorney, said the proposed resolution would let Utah County know that Draper City wanted the proposal to create a new school district placed on the November ballot.

Councilmember F. Lowry moved to approve Resolution #24-37.
Councilmember T. Lowery 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.b Public Hearing: Providing Local Consent for a Single Event Permit for The Christmas Box International

Business License Official Travis DeJong explained the request for a Single Event Permit, and recommended the following conditions of approval:

- Doors to the outdoor patios may only be propped open during the check-in time for the event and shall not be propped open past 7:30 pm. After 7:30 pm doors shall be kept closed when not used for exit and entry to prevent sound pollution outside.

- Music shall not be played on speakers outdoors.
- Parking on Mike Weir Drive is prohibited.
- The applicant shall advertise the event as having no street parking and encourage carpooling and rideshare options.
- Observe Fire Code occupancy limits.

Councilmember T. Lowery said fireworks/sparklers had been an issue at the venue in the past, and asked if it had been made clear that fireworks were not allowed. Tammy Corrigan, Events Manager with The Christmas Box International, said no fireworks would be used at the fundraising gala. She said she had no objection to the recommended conditions of approval.

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

Councilmember T. Lowery moved to approve Local Consent for a Single Event Permit for The Christmas Box International with recommended conditions, including there shall be no use of fireworks or sparklers. 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.c **Public Hearing: Providing Local Consent for a Single Event Permit for Utah Foster Care Foundation**

Mr. DeJong explained the request for Local Consent for a Single Event Permit for the Utah Foster Care Foundation at the same venue as the previous agenda item. He recommended the following conditions of approval:

- Doors to the outdoor patios shall not be propped open and shall be kept closed when not used for exit and entry to prevent noise pollution outside.
- Music shall not be played on speakers outdoors.
- Parking on Mike Weir Drive is prohibited.

- The applicant shall advertise the event as having no street parking and encourage carpooling and rideshare options.
- Observe Fire Code occupancy limits.

Susan Bechard, the applicant, said she had planned to use the downstairs area for the cocktail hour, with doors propped open and a single guitarist outside with a speaker taking sound inside. She said the cocktail hour was scheduled to end at 7:00 pm, and after that point, all doors would be closed. Ms. Bechard said no fireworks or sparklers would be used.

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

Councilmember T. Lowery moved to approve Local Consent for a Single Event Permit for the Utah Foster Care Foundation, including the recommended conditions, amending the first condition to state doors may remain open until 7:00 pm, with no fireworks or sparklers allowed. 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.d **Public Hearing: Providing Local Consent for a Full-Service Restaurant License for Maha's Kitchen LLC dba Aroma Fine Indian Cuisine**

Mr. DeJong explained the request for Local Consent for a Full-Service Restaurant License and said the application met established proximity restrictions.

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

Councilmember F. Lowry moved to approve Local Consent for a Full-Service Restaurant License for Maha's Kitchen LLC dba Aroma Fine Indian Cuisine. 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		

5.e **Public Hearing: Ordinance #1617, an Ordinance of Draper City amending the text of the Land Use and Development Code of the Draper City Municipal Code relating to the minimum lot size for detached accessory dwelling units in a specified portion of the South Mountain development**

City Planner Todd Taylor explained the request to amend the text of the Land Use and Development Code to allow owners of properties with existing detached accessory dwelling units (D-ADUs) in a specified portion of the South Mountain development to apply for an ADU permit. The Planning Commission reviewed the application and forwarded a positive recommendation.

Responding to a question from Councilmember T. Lowery, Mr. Taylor said he believed approximately 40 carriage houses/above-garage apartments were built in the South Mountain development.

Mayor Walker opened a public hearing.

Ken Murdock, a Draper resident, said he attended the Planning Commission meeting and believed the Planning Commission came up with a good resolution to protect owners of properties with D-ADUs. Mr. Murdock commented that having regulations did not solve all problems, but said the proposed resolution was a good start for the owner-occupants who had made an investment in their properties and depended on the rent.

Dave Bennett, a Draper resident, thanked Councilmembers for meeting with him over the last two and a half years. He said he owned one property in the subject area, which was not owner-occupied. Mr. Bennett said he rented both the main house and the garage apartment, and stated he believed he would be grandfathered with a legal nonconforming use. He encouraged the Council to vote in favor of a modified resolution to allow non-owner-

occupied rental properties for those who had been using properties in that way. Mr. Bennett spoke of difficulty for emergency response personnel if called to an unpermitted ADU without an independent address.

Josef Bostik, a Draper resident, said he was in the same situation as the previous commenter. He explained that renters had needed to move out of the units and he had been without income from the property for some time. Mr. Bostik asked the Council for guidance regarding whether he should sell the property.

Josh Christensen, a Draper resident, thanked the Council for taking on the issue. He expressed support for the proposed resolution as presented. Mr. Christensen expressed the opinion that property owners who had been renting illegal ADUs in the area for years should not be “grandfathered” into an illegal use, and encouraged the Council to stay firm on the owner-occupied requirements.

Preston Keller, a Draper resident, thanked the Council for addressing the issue and expressed support for the proposed resolution. He said he did not think the resolution went far enough with owner-occupancy, but was a great start.

Vickie Christensen, a Draper resident, said she lived in the middle of the subject area and had seen a big change in the last 20 years. She spoke of a need for enforcement of parking restrictions. Ms. Christensen said there had been issues with property managers, and a disconnect from owners. She spoke of a sub-lease situation in which drug dealing occurred. Ms. Christensen asked that whatever regulations were approved, were enforced.

Abby Shay, a Draper resident, said she had followed the issue since moving into the area eight years ago. Ms. Shay said she found it disheartening to attend meetings, hear individuals admit they did not follow established regulations and had no intention of following them, and see no change in terms of enforcement. She asked for Council help with enforcement and said nothing would change without enforcement. She spoke of the need for owner occupancy and investment in the community. Ms. Shay suggested enforcement was the key to the bigger-issue problems.

Shon Wettstein, a Draper resident, said he owned one of the homes in the subject area, which he rented as a single-family home. He said it was possible to make a good income with the property as a single unit, and expressed the opinion there was no reason to carve the properties up into several units. Mr. Wettstein said he believed enforcement was important, and said it was clear there were too many people living on too small of properties. He expressed support for the proposed resolution and active enforcement.

Dan Portwood, a Draper resident, said he understood the investor standpoint. However, he said parking was an issue, and said homeowners could not compete when investors entered the market. Mr. Portwood encouraged the Council to not accept reduced lot sizes and requests for exemptions. He expressed the opinion it was time to clean up the neighborhood.

Cameron Daw, a Draper resident, said he was okay with the proposed variance based on minimum lot size if there was increased enforcement of the ordinance as it currently stood. He said he witnessed a fire truck unable to get down one of the streets with parking on both sides of the street.

Mayor Walker closed the public hearing.

Councilmember T. Lowery said it was her understanding and hope that approval of the proposed ordinance would allow more existing units to come into compliance, and enable more effective enforcement. Mr. Taylor said he believed the proposed ordinance to be the next step in that process.

Councilmember T. Lowery moved to approve Ordinance #1617. Councilmember Roberts seconded the motion.

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

5.f **Public Hearing: Ordinance #1618, an Ordinance amending the official Zoning Map of Draper City for approximately 1.57 acres of property from RA1**

(Residential Agricultural, 40,000 square foot lot minimum size) to RA2 (Residential Agricultural, 20,000 square foot lot minimum size) for the property located at approximately 11511 South 700 West, otherwise known as the Danduboyina Zoning Map Amendment

City Planner Maryann Pickering said the Land Use Map showed the subject property as Residential Low-Medium Density. She said the property was currently vacant. Ms. Pickering said the applicant had indicated a desire to subdivide the property in the future. The Planning Commission reviewed the request and forwarded a negative recommendation with a 3-2 vote. Ms. Pickering said the Planning Commission felt there were not adequate facilities and services intended to serve the subject property.

Sai Danduboyina, applicant, said he found the property desirable because it was close to school, work, and the freeway, and fit his lifestyle well. He said he planned to be there for at least 15 years. He expressed the opinion that flexibility to subdivide the property into two lots represented a better use of the land. Mr. Danduboyina said he did not intend to change the property in a way that would make it stand out from neighboring properties. He said he was told there were three options available to add sewer utilities for the property. He said he did not personally have a problem with large animals being allowed in the area.

Paxton Guyman, attorney for the applicant, asked to reserve his comments until after the public hearing.

Mayor Walker opened a public hearing.

Jan Sharp, a Draper resident, said she lived two lots from the subject property. She said the lots were developed so the residents could have large lots and large animals, and said she was afraid Draper was losing the agricultural aspect. She said she owned two horses, and her neighbors all had large animals. Ms. Sharp said she would hate to see the subject property developed and for the area to lose the purpose for which it was developed. She expressed the opinion that it seemed the applicant wanted the property more as a developer than as a member of the community. She said she wanted the community to stay more rural.

Lane Hughes, a Draper resident, said he lived immediately across the street from the subject property. He expressed concern that the zone change

would attach to the property, not to any specific project. He said the zone change would be out of keeping with the neighborhood and would destroy the character of the neighborhood.

Jennifer O'Neal, a Draper resident, said her property was directly north of the subject property. She read aloud a letter on behalf of her neighborhood in opposition to the proposed zone change.

Martin Orr, a Draper resident, said his property was down the street from the property in question. He expressed a desire for the one-acre lots to remain zoned as they were.

Spencer Humphrey, a Draper resident, said pocket zoning seemed opposite to the intent of the area. He said he knew of newcomers to the neighborhood who had an issue with the animal-related smells, and said it brought disharmony to the neighborhood. He expressed concern that the proposed zone change would result in a development with more people who did not like the smell. Mr. Humphrey said he did not like the idea of pocket zoning, and said the application felt sneaky. Mr. Humphrey provided a list of names of residents opposed to the zone change.

Mayor Walker closed the public hearing.

Mr. Guyman, the attorney for the applicant, said there was nothing sneaky or underhanded about the application. He said the application was for a zone change from RA1 to RA2, consistent with the Land Use Map, and already contemplated by the General Plan. Mr. Guyman said up to three lots would be allowed on the 1.58 acres. He said the applicant proposed entering into a development agreement in connection with the rezoning that would restrict and prevent the concerns expressed by the residents, limiting development to two single-family lots with no ADUs. Mr. Guyman said the applicant already had the right under RA1 to build one single-family home and one ADU, which he believed would have the same impact on the community as two single-family homes. He said the applicant wanted to build one home for his family to live in, and one home in the future for his children. Mr. Guyman suggested the Council continue the matter to a date in the future to allow time for the applicant to file an application for development agreement approval.

Ms. Jastremsky said if the Council wanted to see a development agreement, she recommended continuing the matter to allow consideration of the development agreement and zone change together.

Responding to a question from Councilmember F. Lowry, Mr. Guyman said the applicant desired the zone change and two single-family homes instead of a single-family home and an ADU so that one unit or the other could be sold separately in the future.

Mayor Walker said the applicant had followed the established public process, which was the opposite of sneaky. Councilmember F. Lowry said the area had been set aside for one-acre lots and large animals, and he wanted to make sure any project was consistent with existing development.

Councilmember T. Lowery pointed out an ADU would have to be smaller than the primary dwelling, and would have less of an impact on the area than a second single-family home. Councilmember T. Lowery said she had concerns about spot zoning, and said she believed the Council needed to respect the history of the area. She said she was not in favor of the zone change.

Councilmember Roberts spoke in favor of a development agreement so the City would have greater control to mitigate concerns. Ms. Pickering said a flag lot would not be allowed on the subject property, so the property owner would need to build a 26-foot-wide private road, which would not leave enough acreage for three lots. A maximum of two lots would be possible.

Councilmember F. Lowry said the impact of the private road on the neighboring properties would need to be considered.

Councilmember T. Lowery moved to deny Ordinance #1618. Councilmember F. Lowry 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		

Council/Manager Reports (continued from Study Session)

- Councilmember T. Lowery referred to an earlier discussion about fireworks and sparklers used at events and said sparklers were recently used at the reception center in SunCrest. Fire Chief Clint Smith said crews were able to visit with representatives of the venue and alert them that sparklers were not allowed. Chief Smith said the fire risk in Draper was still very high because of continued dry conditions.
- Parks and Recreation Director Rhett Ogden asked if the Council wanted to change the operating hours of lights at pickleball courts. Councilmember T. Lowery said she would prefer not to change the current light schedule.
- Linda Peterson said a limited number of Draper swag sold during Draper Days. She asked if the Council wanted to continue with the sale of Draper merchandise on the City website or save the products for community giveaways. Two Councilmembers expressed a desire to continue with both options.
- City Attorney Mike Barker spoke of a request from a resident to purchase open space from the City, and a suggestion from a resident to enforce encroachments throughout the City as a way to raise money. He suggested future discussion with the Council. Mayor Walker expressed the opinion that the City should not sell open space, but should enforce all encroachments. Mayor Walker said selling open space had not gone well in the past. Councilmember T. Lowery said she agreed with the Mayor.
- Fire Chief Smith provided an update on a deployed fire crew. The crew first deployed to Oregon and then shifted to California. He said four additional individuals would soon deploy to California.
- Mike Barker provided an update on meetings regarding the remediation of the slide area. He reported the City was awarded a \$117,000 Energy Efficiency Grant, and said staff would bring back ideas for potential grant projects.
- Mayor Walker spoke of discussions with Wasatch Front Regional Council regarding Station Area Plans.

Adjournment

Councilmember T. Lowery moved to adjourn the meeting.

Councilmember F. Lowry seconded the motion, which passed by unanimous vote (4-0).

The meeting adjourned at 8:46 pm.

MINUTES OF THE DRAPER CITY COUNCIL MEETING HELD ON TUESDAY, AUGUST 20, 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, Tasha Lowery, Fred Lowry

EXCUSED: Councilmember Roberts

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; Todd Draper, Planning Manager; Malena Murray, Human Resources Director; Rhett Ogden, Parks and Recreation Director; Laura Oscarson, City Recorder; Linda Peterson, Communications Director; Clint Smith, Fire Chief; Jake Sorensen, Network Manager; and John Vuyk, Finance Director

Study Session

Council/Manager Reports

- Councilmember Johnson said she recently participated in a clean-up effort near the eBay facility. She spoke of a basin area where debris had been collecting for some time. She said she did not know who owned the property.
- Councilmember Johnson said the local high school government class teacher had reached out and asked if her students could take a tour of City Hall.
- Councilmember Johnson said a resident contacted her with concerns regarding events at the amphitheater running late, and a flood light being used. She said the resident said it had been a problem for at least a year. Staff said some rehearsals/performances had run late, and said a timer could be put on the light.
- Councilmember T. Lowery provided an update on a tourism incentive program introduced in 2023.
- Assistant City Manager Kellie Challburg updated the Council on the Diversity Committee and the possibility of changing the committee name.
- Mayor Walker reminded the Council of an upcoming Utah League of Cities and Towns convention.

- Mayor Walker reported the City was working on a Station Area Plan with Wasatch Front Regional Council, and said a study session was scheduled with the Council in September.
- Mayor Walker and Acting City Manager Mike Barker provided a brief update on The Point.
- The Council discussed the impact of the current homeless community on locations in Draper. Mayor Walker suggested scheduling a meeting with County representatives.
- Staff provided an update on open space in Corner Canyon, and the Gravel Tax collected by the City since 2023.

Business Session

1. Call to Order by Mayor Troy K. Walker

2. Pledge of Allegiance led by Connor Van De Graff

3. Oath of Office for the Draper Youth Council

Mayor Walker expressed appreciation for the Draper Youth Council. City Recorder Laura Oscarson administered the Oath of Office for 56 new members of the Draper Youth Council.

4. Public Comments

Justin Helmingdorf, Sandy resident at 1790 East Teakwood Drive, said he enjoyed visiting Mehraban Wetland Park. He expressed concern regarding a recent mass fish die-off that he believed was related to the aquifer not having been recharged. Mr. Helmingdorf suggested diverting more stormwater to the area to recharge the aquifer or drilling a well in the wetlands to divert more water. He suggested a windmill would aerate the wetlands and keep them more oxygenated, and suggested making the wetlands a living classroom area. He said he would like to speak with staff regarding the issue.

Shaun Benjamin, a Draper resident, said he appreciated that the City worked to comply with yearly legislation regarding ADUs. He referred to an agenda item for the upcoming Planning Commission meeting regarding ADUs and asked that staff be directed to do another study and update ADU prohibition areas.

5. Consent Items

- a. Resolution #24-38, a Resolution of the Draper City Council disposing of surplus personal property in accordance with Draper City Municipal Code 3-3-150

Councilmember Green moved to approve Consent Item 5a. Councilmember T. Lowery 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

- b. Approval of the August 14, 2024, Proposed Tax Increase Public Hearing Meeting Minutes

Councilmember T. Lowery moved to approve Consent Item 5b. Councilmember Green 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. Items for Council Consideration

- 6.a Action Item: Resolution #24-25, a Resolution adopting the Draper City Budget including compensation schedules and adopting the Certified Tax Rate for the Fiscal Year 2024-2025

Finance Director John Vuyk explained the annual budget and certified tax rate process.

Councilmember Green moved to approve Resolution #24-25. Councilmember F. Lowry 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: Providing Local Consent for a Bar Establishment License for BTDR LLC dba Bout Time Pub & Grub Draper.

Planning Manager Todd Draper explained the request for Local Consent for Bout Time Pub & Grub and said the application met established distance requirements. He showed remodel plans and recommended approval with the condition that the applicant obtain a building permit to relocate the front entrance and complete construction before occupancy permit issuance and the sale of alcohol.

Mayor Walker opened a public hearing.

Dan Inouye, a Draper resident, said he drank and enjoyed alcohol, but was opposed to the request for Local Consent because the business was in a very public location with kids passing every day. He expressed the opinion that approval would change the character of the neighborhood negatively.

Mayor Walker closed the public hearing.

Tim Ryan, the applicant, said Bout Time Pub & Grub was a Utah-based company started in 2009. Mr. Ryan said Bout Time Pub & Grub had a reputation for being a good neighbor and running a clean operation. He said in 15 years of business, no liquor liability claims had been filed. Mr. Ryan emphasized the location met State proximity restrictions.

Councilmember Green moved to approve the Local Consent with the recommended building permit condition. Councilmember T. Lowery seconded the motion.

Councilmember Green referred to a nearby Garage Grill with a similar license and said he believed the City needed to be consistent.

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.c Public Hearing: Ordinance #1608, an Ordinance vacating a portion of the City right-of-way located at approximately 900 East 12200 South

Assistant City Manager Kellie Challburg explained the recommendation to vacate a portion of the City right-of-way at approximately 900 East 12200 South. She said utilities in the right-of-way would remain, but the City had no continued use for the property.

Mayor Walker opened a public hearing.

Dan Inouye, a Draper resident, said he lived two doors down from the subject property. He said it was his understanding the property would eventually be sold, and requested that all parties be given a chance to bid on the property.

Mayor Walker closed the public hearing.

Ms. Challburg said the City was having an appraisal of the property done to sell in the future. Acting City Manager/City Attorney Mike Barker said State law and City Code gave the Council discretion regarding terms of sale.

Councilmember T. Lowery moved to approve Ordinance #1608. 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.d Public Hearing: Ordinance #1619, an Ordinance vacating approximately .07 acres of the right-of-way located at approximately 900 East 12650 South (This item will be continued to the September 3, 2024, City Council Meeting)

Mr. Barker said staff were working with an adjacent property owner to clarify legal description, and requested the Council continue the item to the September 3, 2024 meeting.

Councilmember T. Lowery moved to continue Ordinance #1619 to the September 3, 2024 City Council Meeting. Councilmember F. Lowry 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.e Public Hearing: Resolution #24-40, a Resolution declaring as surplus parcels 28-33-203-007-0000 and 28-33-203-0000

Mr. Barker said the subject lots were purchased by the City from the Canyons School District a few months ago. He requested the Council declare the parcels as surplus in anticipation of selling the parcels.

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

Councilmember Green moved to approve Resolution #24-40. Councilmember T. Lowery 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.f Public Hearing: Resolution #24-41, a Resolution declaring as surplus a parcel of city property located at 1300 East 13595 South

Ms. Challburg said a neighboring property owner desired to purchase .36 acres of City-owned property located at 1300 East 13595 South. She said the property was no longer needed for public use. Ms. Challburg recommended the Council declare the property as surplus in anticipation of the sale.

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

Councilmember Johnson moved to approve Resolution #24-41. Councilmember F. Lowry 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

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 7:47 p.m.

MEMO



To: City Council

From: Chief Rich Ferguson

Date: 2024-09-03

Re: Approval of Resolution #24-39

Comments:

The interlocal agreement with the Canyons School District needs to be renewed. The proposed agreement increases the reimbursement amount payable to cities and includes an annual escalator. The reimbursement for the first year is \$75,000 and escalates \$2500 annually for the 5-year contract term.

ATTACHMENTS:

[SRO Interlocal Agreement Draper 2024 8-20-24.pdf](#)

ATTACHMENTS:

[Resolution 24-39 SRO Interlocal w Canyons.pdf](#)

**CANYONS SCHOOL DISTRICT AND DRAPER CITY SCHOOL RESOURCE OFFICER
INTERLOCAL COOPERATION AGREEMENT**

THIS INTERLOCAL COOPERATION AGREEMENT (the "Agreement") is made and entered into on ____ August, 2024, by and between the BOARD OF EDUCATION OF CANYONS SCHOOL DISTRICT (the "School District"), a political subdivision of the State of Utah, 9361 S. 300 E., Sandy, Utah, 84070, and DRAPER CITY (the "City") a political subdivision of the State of Utah, 1020 East Pioneer Road, Draper, Utah, 84020.

WITNESSETH

WHEREAS, pursuant to the provisions of the Utah Interlocal Cooperation Act, Utah Code Annotated, Section 11-13-101, et seq., as amended, public agencies, including political subdivisions of the State of Utah as defined therein, are authorized to enter into mutually advantageous agreements for joint or cooperative action;

WHEREAS, the School District and City (collectively referred to as "Parties"), through their respective governing bodies, have voluntarily determined that the interests and welfare of the public within their respective jurisdictions will best be served by this Agreement to provide for joint and cooperative action in regards to having a School Resource Officer ("SRO") serve at Corner Canyon High School and Draper Park Middle School, as well as in elementary schools, including Draper Elementary School, Oak Hollow Elementary School, and Willow Springs Elementary School, in Draper, Utah;

WHEREAS, the Parties intend to cooperate to provide for the health, safety and welfare of School District students, personnel, volunteers, and authorized visitors; maintain a safe and secure environment in School District facilities and at School District programs by the Parties acting swiftly and cooperatively when responding to major disruptions and criminal offenses at school; report serious crimes that occur on campus to ensure cooperation with law enforcement officials in their investigation; and to foster educational programs and activities that will increase student knowledge of and respect for the rule of law and the function of law enforcement agencies; to improve school climate; and encourage SROs to attend extra-curricular activities held at schools, when possible, such as athletic events, PTA meetings, plays, and concerts.

WHEREAS, the governing bodies of the School District and the City have by resolution or motion agreed to adopt this Agreement to provide for the joint and cooperative action contained herein; and

WHEREAS, this Agreement shall replace and supersede any agreements or memoranda of understanding approved and executed previously by the School District and the City regarding SROs.

NOW, THEREFORE, be it mutually covenanted and agreed as follows, each of the parties accepting as consideration for this Agreement the mutual promises and agreements of the other:

**SECTION ONE
EFFECTIVE DATE AND DURATION**

This Interlocal Cooperation Agreement shall be effective as of 1 July 2024, and shall continue for a period of up to five (5) July 1 – June 30 fiscal years thereafter, terminating on 30 June 2029 unless sooner terminated as provided herein. However, should either party encounter

budgetary constraints that make the continuation of this agreement impractical, then either party may cancel this agreement upon sixty (60) days notice to the other. Following the initial five-year term, this agreement shall be automatically renewed for successive one-year periods unless either party requests termination or modification of this agreement. This request will be made in writing.

SECTION TWO **ADMINISTRATIVE ENTITY**

The City and the School District do not contemplate nor intend to establish a separate legal entity under their terms of this Agreement.

SECTION THREE **PURPOSE**

This Agreement is established for the purpose of jointly providing for **two (2) SROs** to serve at Corner Canyon High School and Draper Park Middle School, as well as elementary schools in Draper, Utah ("SRO Partnership").

SECTION FOUR **MANNER OF FINANCING**

This Agreement and the matters contemplated herein shall not receive separate financing, nor shall a separate budget be required. Each party shall be responsible for its own obligations under this Agreement. The City shall budget and be responsible for all payments related to the employment of the SRO. The City shall be responsible for all other costs and matters associated with employing and maintaining the SROs, including, but not limited to, salaries, payroll taxes, workers compensation insurance, benefits, automobile, uniforms, training, equipment, etc. The City shall send an invoice to the School District on an annual basis following the completion of the school year for payment of the services of the SROs as agreed to in writing between the School District and City, which total cost to the School District is seventy five thousand dollars (\$75,000.00) per SRO for the first and second years of this agreement; seventy seven thousand five hundred dollars (\$77,500.00) per SRO for the third year of this agreement; and eighty thousand dollars (\$80,000.00) per SRO for the remaining two years of this agreement. The invoice shall be paid within thirty (30) days of receipt by the School District. If this Agreement is terminated during the budget year, the City and the School District agree to divide the costs associated with the payment of the services of the SROs as on a pro-rata basis depending upon the length of the year remaining.

SECTION FIVE **ADMINISTRATOR**

Pursuant to Utah Code Annotated, Section 11-13-101, et seq., the parties agree that City shall act as administrator responsible for this Agreement. This Agreement does not anticipate nor provide for any organizational changes in the City or the School District.

SECTION SIX **FILING OF AGREEMENT**

A copy of this Agreement shall be placed on file in the Office of the City Recorder of the City and with the Business Administrator of the School District and shall remain on file for public inspection during the term of this Agreement.

SECTION SEVEN

DESCRIPTION OF ARRANGEMENT

I. Police Department Obligations and Responsibilities:

- a. The SROs shall be employees of the City's Police Department and shall be subject to the administration, supervision and control of the Police Department.
- b. The City will pay the costs for the police officers to support the SRO partnership after the School District has contributed its budgeted funds for SRO services, subject to annual appropriation by the City. The City will furnish any equipment that state law requires for the operation of the SRO Partnership or that the Parties jointly agree is necessary for the success of the SRO Partnership.
- c. Scheduling, deployment, and supervision of SROs will be the responsibility of the Police Department, taking into account the school year calendar of the school where each SRO is assigned. The hours of SRO availability will be during normal school hours while the school of assignment is in session.
- d. The SROs shall be subject to all personnel policies and practices of the City's Police Department except as such policies or practices may be modified by the terms and conditions of this Agreement.
- e. The City's Police Department, in its sole discretion, shall have the power and authority to hire, remove/reassign, discipline, and discharge the SROs.
- f. As employees of the City's Police Department, SROs will be subject to the chain of command of the Police Department.
- g. If a principal determines an assigned SRO fails to meet agreed upon standards of conduct, that principal should contact the District's designated administrator, currently Charisse Hilton, Student Engagement Program Administrator. The District's point of contact will arrange a meeting with the principal, the SRO's Supervisor, and the District's designated administrator. The meeting will provide an opportunity to discuss concerns and allow a reasonable amount of time for the SRO's Supervisor to remediate the issue. If the issues are not resolved to the satisfaction of the District, the Superintendent or designee may make a request to the Chief of Police to assign a different officer as the SRO for that school. The Chief of Police shall make every reasonable effort to expeditiously assign a new SRO for that school. The City reserves the right to remove/re-assign any SRO along with notification given to the School District.
- h. Whenever possible, required training of SROs will occur during non-school hours or on days when school is not in session.
- i. The City's Chief of Police and the Superintendent, or their designees, shall determine the working hours of the SROs supporting the SRO Partnership, taking into account the school year calendar of the school where each SRO is assigned. The hours of SRO availability will be during normal school hours while the school of assignment is in session. Adjustments outside of these regular hours shall be by mutual agreement in writing between the school administration and the Police Department designee.
- j. Although SROs remain employees of the Police Department, SROs are required to be on the campus of the school(s) they are assigned to unless performing duties directly related to the Police Department. In such absences,

the SRO shall attempt to inform the principal of such absence from the school prior to the event requiring them to be away from the school, but, if prior notice is not possible, then the SRO shall report and explain the absence as soon as possible afterwards to the principal.

- k. The Police Department will ensure that the SROs' supervisor maintains communication with the schools' administrators throughout the school year to evaluate the performance of services provided by the SROs.
- l. The Police Department will provide the School District with a "point of contact" to facilitate SRO Partnership communications. The Police Department's point of contact for the schools shall be: _____.

II. School District Obligations and Responsibilities:

- a. If a principal determines an assigned SRO fails to meet agreed upon standards of conduct, that principal should contact the District's designated administrator, currently Charisse Hilton, Student Engagement Program Administrator. The District's point of contact will arrange a meeting with the principal, the SRO's Supervisor, and the District's designated administrator. The meeting will provide an opportunity to discuss concerns and allow a reasonable amount of time for the SRO's Supervisor to remediate the issue. If the issues are not resolved to the satisfaction of the District, the Superintendent or designee may make a request to the Chief of Police to assign a different officer as the SRO for that school. The Chief of Police shall make every reasonable effort to expeditiously assign a new SRO for that school. The City reserves the right to remove/re-assign any SRO along with notification given to the School District.
- b. In the unlikely event that a situation arises wherein the School District believes that a particular SRO's presence at a School District facility or event constitutes a direct and immediate threat to the safety and well-being of the School District community, the School District may direct the SRO to leave the premises and not return until the School District has resolved the issue with either the Police Department or the particular SRO.
- c. The School District shall:
 - i. Provide the Police Department with a "point of contact" to facilitate SRO Partnership communications. The School District's current point of contact for the schools shall be: Charisse Hilton, Program Administrator; phone number 801-826-5140; email: Charisse.Hilton@canyonsdistrict.org
 - ii. Provide an office/storage or work space for the SRO's materials and personal effects.
 - iii. Provide students, classroom, equipment and supplies for classes taught by SROs.
 - iv. Provide time for school principals or designees and the assigned SROs to attend SRO training.
 - v. Differentiate between disciplinary issues and criminal problems and respond appropriately. School administrators will handle routine administrative and school discipline (code of conduct) issues within the school without involving the SRO in an enforcement capacity unless the administrator determines that SRO involvement is necessary to address a threat to the safety of students, staff and/or patrons. School administrators are solely responsible for handling routine administrative and school discipline (code of conduct) issues.

- vi. Document in Skyward or CSD's Data Dashboard any tickets, citations, or arrests that SROs have reported. When appropriate, discuss with the SRO whether the underlying actions have any school-based ramifications.
 - vii. Arrange meetings with the SRO as needed by school administration.
 - viii. Include SRO in school-wide trainings regarding school code of conduct and discipline, de-escalation, Positive Behavioral Interventions and Support ("PBIS"), and restorative justice provided to faculty.
 - ix. Request SRO assistance immediately to address the criminal conduct of persons other than students.
 - x. Assist with any SRO-initiated investigation and actions as needed.
 - xi. Provide ongoing feedback to the Police Department designee for SRO evaluation purposes.
 - xii. Notify responding SRO if any student involved in an investigation or incident requiring the assistance of the SRO has a disability and/or an Individualized Education Program ("IEP"), and who therefore may require special treatment or accommodations.
- d. School principals shall provide SROs or law enforcement with immediate access to students when the law enforcement officer or DCFS officer is investigating allegations of child abuse.

III. Mutual Obligations and Responsibilities:

- a. The City's Police Department and School District recognize the importance of ensuring that the SRO works collaboratively with school and district administrators. Therefore, selection of the SRO for each school will be made through a collaborative process involving the Police Department and School District. To be assigned an SRO, a police officer must meet the following requirements:
 - i. The SRO must be a commissioned officer and should have two or more years of law enforcement experience;
 - ii. The SRO must possess an even temperament and be able to set a good example for students; and
 - iii. The SRO must possess effective communications skills that will enable the officer to function effectively within the school.
- b. Notwithstanding the foregoing, the Police Department shall make the final decision as to the placement of each SRO.
- c. The City's Police Department and School District are jointly responsible for ensuring that the training required under Utah Code Ann. §53G-8-703(g) is provided and completed by the SRO and principal, or designee, before the beginning of each academic year. The training should include:
 - i. Childhood and adolescent development and techniques for working with youth;
 - ii. Responding age-appropriately to students;
 - iii. Working with disabled students;
 - iv. Techniques to de-escalate and resolve conflict;
 - v. Cultural awareness;
 - vi. Restorative justice practices;
 - vii. Identifying a student exposed to violence or trauma and referring the student to appropriate resources;
 - viii. Student privacy rights;

- ix. Negative consequences and stigmatization associated with youth involvement in the juvenile and criminal justice systems;
 - x. Strategies to reduce juvenile justice involvement; The role and distinctions between an SRO and other school staff who help to keep a school secure.
 - xi. The standard response protocol and drills described in Section 53G-8-803;
 - xii. An overview of the agreement;
 - xiii. Developing and supporting successful relationships with students; and
 - xiv. Legal parameters of searching and questioning students on school property
- d. Should additional training be required by law, ordinances, court orders or other contractual agreements, the Police Department and School District shall jointly ensure that such training is provided and occurs.
 - e. The Parties' point of contact shall meet twice each school year to discuss how the SRO Partnership is functioning in the various schools and any specific needs or concerns of the schools and SROs.

IV. Duties of SROs

- a. One SRO will be assigned to the Corner Canyon High School to provide for and maintain a safe, healthy and productive learning environment, act as a positive role model to students, build partnerships, enhance community-policing activities, identify problems within the schools, develop problem solving strategies with school administrators and staff, and collaboratively develop a comprehensive school safety plan with school administrators, staff, and the District's Risk Management, and work to create a cooperative, proactive, and problem-solving partnerships between law enforcement and the school.
- b. The high school's SRO will teach a vocational law enforcement course each semester at the high school, if requested by the School District.
- c. One SRO will be assigned at Draper Park Middle School to provide for and maintain a safe, healthy and productive learning environment, act as a positive role model to students, build partnerships, enhance community-policing activities, identify problems within the schools, develop problem solving strategies with school administrators and staff, and collaboratively develop a comprehensive school safety plan with school administrators, staff, and the District's Risk Management, work to create a cooperative, proactive, and problem-solving partnerships between law enforcement and the school, and respond to the needs of the elementary schools in Draper.
The middle school SRO will provide and teach a curriculum, jointly selected by the Police Department and School District, at the district's elementary schools in Draper: Draper, Willow Springs, and Oak Hollow Elementary schools. The SRO will teach classes at the middle school and elementary schools on a schedule determined by the school pursuant to guidelines developed by the School District.
- d. SROs are expected to be present at their designated school during school hours, on school calendar days, when students are in session at the school (See, Utah Code 53G-8-703 (e)(i)(B)).
- e. The point of contact for the SRO at the school is the principal (See, Utah Code 53G-8-703(e)(i)(C)).

- f. SROs may provide additional presentations to the schools in safety and crime prevention, bullying, and may provide additional services to the School District's Draper schools if available.
- g. SRO shall notify the SRO's immediate supervisor and the school principal or designee when absent from work due to illness, training, vacation or an agency emergency.
- h. The SROs will report to the Detective Sergeant of the City's Police Department. The Detective Sergeant will oversee the COPS Program. The SROs and Detective Sergeant will meet regularly to identify and problem solve issues at the schools. The Detective Sergeant will report to the Deputy Chief, who will report to the Chief of Police.
- i. The City's Police Department and SROs will work closely with the School District and the Community Prevention Advisory Team to improve the social and behavioral skills of students in order to maximize their ability to achieve academically and become successful, contributing citizens. Issues to be addressed include substance abuse, violence reduction, social skills and other areas of district and community concern.
- j. The City's Police Department and School District understand that the SRO may use any measures to secure school property as followed through established protocols of the City's Police Department in the event of an emergency situation that requires lock-down.
- k. The SRO Program will provide outreach to school administrators, parents, students, businesses and the community for stakeholder involvement in problem solving and solutions. It will enable the City's Police Department and School District to form valuable partnerships and promote ongoing continued relationships that will benefit the community. The result of this collective effort will help the City's Police Department to provide the best public safety services to better protect our citizens and support our officers in their law enforcement work.
- l. The SRO shall initiate positive interactions with students in the classrooms and general areas of the school to promote the profession of police officers and be a positive role model, de-escalating incidents whenever possible.
- m. The SRO will be responsible for enforcing the law, and is not responsible for handling routine school discipline issues. Infractions of school rules should be handled at the school level. SROs should be available to the school for advice, assistance and consultation. Absent a threat to an individual or public safety, student conduct that occurs on school property involving public order offenses including disorderly conduct, disturbance/disruption of schools or school activities; trespass; loitering; profanity; and fighting that does not involve physical injury or a weapon (as defined in Utah Code § 76-1-601(5)), shall be considered school discipline issues to be handled by school administrators. As to school policy and code violations, the SRO will take the student to the principal's office for discipline to be taken by the school officials.
- n. SRO shall confer with principal or designated school administrator to resolve issues related to offenses that are a minor violation of the law, and would not violate the law if the offense was committed by an adult. Such offenses may include use or possession of tobacco or alcohol.
- o. The SRO will be involved in school discipline when it pertains to preventing a disruption that would, if ignored, place students, faculty, and staff at risk of harm, so the SRO will resolve the problem to preserve the safe school climate.

- p. The SRO will share information with the school's administrator about persons and conditions pertaining to campus safety concerns.
- q. SRO shall notify parents and school administration as soon as possible upon removing a student from campus.
- r. If a student arrest is warranted at school, in a school vehicle, or at a school event, the SRO shall use the least disruptive and the least obtrusive manner reasonably available to conduct the arrest of the student. The SRO will be accompanied by a school principal or vice principal when arresting a student unless emergency circumstances require otherwise for the safety of the student, SRO, and/or others.
 - i. An arrest of a student may occur on school property or at school sponsored activities when:
 - 1. the SRO has probable cause to believe that the student has been or is engaged in a crime that:
 - a. poses a real or immediate threat of injury to an individual or the public;
 - b. constitutes property damage;
 - c. involves the possession or use of drugs, alcohol, or weapons; or
 - 2. the arrest is necessary to execute a warrant that cannot be effectively executed outside of school hours.
- s. The SRO shall notify parents and the applicable school administrator as soon as possible when students are arrested or ticketed.
- t. The SRO shall question students in a manner and a time when it has the least impact on the student's schooling so long as the delay in questioning does not interfere with the effectiveness of an investigation.
- u. School administrators shall make every effort possible to handle routine discipline (tardiness, loitering, use of profanity, dress code violations, and disruptive or disrespectful behaviors) within the school without involving the SRO in an enforcement capacity (issuing citations) unless it absolutely necessary or required by law.
- v. The SRO will emphasize the use of restorative approaches to address negative student behavior.
- w. An SRO may conduct investigatory stops or detentions of students on school property or at school sponsored events when the officer has reasonable suspicion to believe that the student has been, is, or is about to be engaged in the commission of a crime.
- x. In any instance in which it becomes necessary for an SRO and/or a City's Police Department Officer to detain, question or search a minor student on school property or at a school sponsored activity, the SRO and/or the City's Police Department Officer will make reasonable efforts to ensure that an adult guardian or parent or school administrator is present, except in the case of emergency circumstances or investigations into allegations of child abuse.
- y. School principals shall provide SROs or law enforcement with immediate access to students when the law enforcement officer or DCFS officer is investigating allegations of child abuse.
- z. An SRO or the City's Police Department officers may conduct an immediate, warrantless search or seizure under emergency conditions if there is probable cause to believe that delay in getting a warrant would result in the loss of

- evidence, escape of the suspect, or harm to the police or public. Whenever practicable, SROs are encouraged to contact a supervisor to resolve questions regarding search and seizure issues prior to electing to take a course of action.
- aa. The City's Police Department officers are allowed to enter a District school, property or activity when a suspect retreats into the school, property, or activity and there is reasonable fear of escape, destruction of evidence, or injury to the police or public. Entry may also be made where a person's health, welfare, or safety is concerned.
 - bb. If an SRO and/or the City's police officers want to interview/question a student at school during school hours, and the purpose of the interview is criminal investigation and prosecution, the SRO and/or City's police officers and principal, or designee, shall meet to identify or confirm the student sought to be interviewed, and identify or confirm the reason(s) for the interview. The principal shall provide immediate access for such an interview if the SRO/police officer:
 - i. presents a warrant, subpoena, or legal order that cannot be effectively executed outside of school hours;
 - ii. is investigating allegations of child abuse;
 - iii. any person is in serious imminent danger;
 - iv. there is a reasonable belief that evidence is about to be destroyed;
 - v. SRO/officer needs to act promptly to prevent flight by a person suspected of serious criminal activity; or
 - vi. SRO/officer is in pursuit of a suspect on school property.
 - cc. In the absence of any of the circumstances listed in (4)(aa), a principal may use his or her discretion to decide if such an interview should proceed, considering relevant factors, including, but not limited to:
 - i. The age and maturity of the student. Absent compelling circumstances, the District presumes that students under the age of 14 should not be interviewed without the consent of their parents or guardians;
 - ii. The extent of disruption to the student's school day;
 - iii. The nature of the proposed interview, i.e., whether the student is a non-suspect witness or a suspect.
 - 1. Interviews of students by law enforcement personnel about matters unrelated to school should generally be conducted away from school during non-school hours.
 - dd. If the principal determines that such an interview should go forward, the principal should attempt to notify the parents or guardians of the request for an interview, and document, in writing, that attempt.
 - ee. The principal and the SRO should work together to determine when such questioning should take place in order to ensure the least amount of disruption to the student's learning and the educational environment.
 - ff. Each SRO will provide a biannual report (in January and June) to their respective high school principal or middle school principal that documents each of the following incidents of "law enforcement activity," as defined by Utah Code § 53E-3-516, that involved the SRO and a student (including the identity of the student in the report):
 - i. arrests, including the reason the student was arrested;
 - ii. search and seizure;
 - iii. issuance of a criminal citation;
 - iv. issuance of a ticket or summons;

- v. filing a delinquency petition; or
- vi. referral to a probation officer.

V. Access to Education Records

- a. School officials shall allow SROs to inspect and copy any public records, including directory information, maintained by the school to the extent allowed by law. Access to student records is governed by the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g et seq., 34 CFR Part 99, and Utah's Student Privacy and Data Protection Act (SPDPA), Utah Code § 53E-9-101 et seq.
- b. The School District will designate SROs as "school officials" in accordance with FERPA and SPDPA in order to ensure that SROs have lawful access to students' schedules, daily attendance, as well as directory information.
- c. If additional information in a student's record is needed in an emergency to protect the health or safety of the student or other individuals, school officials shall disclose to the SROs only that information that is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety; the need of the information to meet the emergency situation; and the extent to which time is of the essence.
- d. If an SRO needs confidential student record information, but no emergency situation exists, the information may be released only as allowed by law.
- e. Notwithstanding any of the above, if an SRO or the City's Police Department's law enforcement officer presents a warrant, subpoena, or court order for special educational records or video recordings, those items shall be provided as soon as possible.

VI. Law Enforcement Units

- a. The School District will designate the District's Risk Management as the District's Law Enforcement Unit and SROs as the School's Law Enforcement Unit as provided under FERPA (Family Education Rights Privacy Act), pursuant to 20 U.S.C. 1232g(a)(4)(ii) and 34 C.F.R. 99.8. Parents shall be notified annually of these designations. All school security equipment shall be the responsibility of the District's law enforcement unit. All school security records, including but not limited to, school security campus videotapes or school bus videotapes, are created and maintained by the District's law enforcement unit. These records are not deemed to be student records or educational records [20 U.S.C. 1232g(a)(4)(ii)]. In addition, records created by the School's Law Enforcement Unit are not deemed to be student records or educational records [20 U.S.C. 1232g(a)(4)(ii)]. If the District's law enforcement unit or School's law enforcement unit provides these records to the School's officials for student disciplinary purposes, the records maintained by the School officials may become student records or educational records.

VII. Respect for Student Rights

- a. An SRO may conduct or participate in a search of a student's person, possessions, or locker where there is probable cause to believe that the search will turn up evidence that the student has committed or is committing a criminal offense.
- b. The SRO shall not ask school administrators or other school employees to interview or search a student's person, possessions or locker in an effort to

- circumvent these protections.
- c. A school administrator may conduct a search of a student's person, possession or locker where there is a reasonable suspicion to believe that the search will turn evidence that the student has violated or is violating the law or rules of the school, and the search is justified in scope given the nature of the suspicion.
 - d. Absent a real and immediate threat to an individual or public safety, a school administrator should not ask an SRO to be present or participate in a search conducted by a school administrator.
 - e. No provision in this agreement is intended to prohibit a student from voluntarily speaking with law enforcement. Other conversations between SROs and students will be on the premise of building relationships to help develop a healthy learning environment and promote prosocial behaviors.
 - f. School administrators and SROs are prohibited from conducting strip searches of students.
 - g. An SRO shall not use physical restraints on a student, including handcuffs, mace, or other physical or chemical restraints, unless the student's actions pose an imminent threat or the student is subject to arrest.

SECTION EIGHT

NOTICE OF DEFAULT; CORRECTIVE ACTION

The failure of either party to comply with each and every term and condition of this Agreement shall constitute a breach of this Agreement. Either party shall have thirty (30) days after receipt of written notice from the other of any breach to correct the conditions specified in the notice, or if the corrections cannot be made within the thirty (30) day period, within a reasonable time if corrective action is commenced within ten (10) days after receipt of the notice.

SECTION NINE

RIGHTS AND REMEDIES

In the event of any breach hereunder and after the lapse of the cure period as per Section Eight above, the non-breaching party shall have all the rights and remedies available under the laws of the State of Utah in effect. The rights and remedies of the parties hereto shall not be mutually exclusive, but shall be cumulative in all respects. The respective rights and obligations of the parties hereunder shall be enforceable in equity as well as at law or otherwise. In addition, in the event the School District breaches this Agreement and fails to make corrections as set forth in Section Eight above, the City may terminate this Agreement and cease providing an SRO to Corner Canyon High School and Draper Park Middle School.

SECTION TEN

GOVERNING LAW, JURISDICTION, AND VENUE

All questions with respect to the construction of this Agreement and all right and liability of the parties hereto shall be governed by the laws of the State of Utah. Jurisdiction and venue for the enforcement of this Agreement shall be found in the courts of Salt Lake County, State of Utah.

SECTION ELEVEN

COSTS OF ENFORCEMENT

In the event of a breach of this Agreement, the non-breaching party shall be entitled to recover from the breaching party all of the non-breaching party's costs (including, but not limited to, courts fees and expert witness costs) and attorneys' fees associated with the enforcement of this Agreement.

SECTION TWELVE **NOTICE**

Any written notice which must or may be given relating to this Agreement shall be sufficient if mailed postage prepaid, registered or certified mail, in the United States mail addressed to a party at the address given above. In the case of the School District, notice shall be mailed to the attention of the Business Administrator at the above address. In the case of the City, notice shall be mailed to the attention of the City Manager at the above address. Either party may notify the other to designate a different address for mailing.

SECTION THIRTEEN **TERMINATION**

Either party may terminate this Agreement for any or no reason and at any time by giving the other party at least sixty (60) days prior written notice of the same.

SECTION FOURTEEN **APPROPRIATION OF FUNDS**

The Parties' obligations under this Agreement are expressly subject to the appropriation of funds by the City Council and/or the School District's Board of Education. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of the obligations under this Agreement, the Parties may terminate this Agreement.

SECTION FIFTEEN **INDEMNIFICATION**

Both parties are governmental entities under the Governmental Immunity Act of Utah (the "Immunity Act"), Utah Code Ann. §§ 63G-7-101 to -904 (2011), as amended. Consistent with the terms of the Immunity Act, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts, which it commits or which are committed, by its agents, officials, or employees. Neither Party waives any defenses otherwise available under the Immunity Act nor does any party waive any limits of liability now or hereafter provided by law.

SECTION SIXTEEN **GENERAL PROVISIONS**

A. Severability. In the event that any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

B. Entire Agreement. This Agreement contains the entire agreement between the parties. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied upon by the parties. All prior understandings, negotiations, or agreements are merged herein and superseded hereby.

C. Amendments. This Agreement may be modified only by a writing signed by each of the parties hereto.

D. Covenants and Conditions. Each provision of this Agreement performable by the City and the School District shall be deemed to be both a covenant and a condition.

E. Not Assignable. This Agreement is specific to the parties hereto and is therefore not assignable.

F. Binding Effect. This Agreement shall bind the parties and their respective successors and assigns.

G. Captions. The captions to the various Sections of this Agreement are for convenience and ease of reference only and do not define, limit, augment, or describe the scope, content, or intent of this Agreement or any part or parts of this Agreement.

H. Time. Time is of the essence of each term, provision, and covenant of this Agreement.

I. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

J. Gender and Number. The singular number includes the plural whenever the context so indicates. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the masculine and neuter, and each includes corporation, limited liability company, partnership, or other legal entity when the context so requires. The word "person" means person or persons or other entity or entities or any combination of persons and entities.

K. Waiver or Forbearance. No delay or omission in the exercise of any right or remedy by any party hereto shall impair such right or remedy or be construed as a waiver. Any waiver of any breach must be in writing and shall not be a waiver of any other breach concerning the same or any other provision of this Agreement.

L. No Partnership, Joint Venture, or Third-Party Rights. Except as specifically set forth herein, nothing in this Agreement shall be construed as creating any partnership, joint venture, or business arrangement among the parties hereto, nor any rights or benefits to third-parties.

IN WITNESS WHEREOF, the parties have signed and executed this SCHOOL RESOURCE OFFICER INTERLOCAL COOPERATION AGREEMENT, after resolutions duly and lawfully passed, on the dates listed below.

DATED this ____ day of August, 2024 .

DRAPER CITY

By: _____
Mayor, Troy Walker

ATTEST:

By: _____
City Recorder

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

Draper City Attorney

DATED this 20th day of August, 2024.

BOARD OF EDUCATION OF
CANYONS SCHOOL DISTRICT

By: Amber Shill
Board President, Amber Shill

ATTEST:

By: Leon Wilcox
Business Administrator, Leon Wilcox

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

Dan Harper
Canyons School District Legal Counsel, Dan Harper

RESOLUTION NO. 24-39

**A RESOLUTION OF THE DRAPER CITY COUNCIL APPROVING AN
INTERLOCAL AGREEMENT WITH CANYONS SCHOOL DISTRICT FOR
SCHOOL RESOURCE OFFICERS**

WHEREAS, Draper City and Canyons School District (the “Parties”) have been parties to an interlocal agreement that addresses the placement of school resource officers in local schools; and

WHEREAS, the interlocal agreement has expired and needs to be renewed; and

WHEREAS, the Parties would like to enter into a new interlocal agreement for school resource officer services; and

WHEREAS, the City Council finds it to be in the best interest of the City and its residents to approve the new interlocal agreement.

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

Section 1. Approval of Interlocal Cooperation Agreement. The Interlocal Cooperation Agreement between Canyons School District and Draper City attached hereto as Exhibit A is hereby approved by the Council and the Mayor is hereby authorized to execute the same on behalf of Draper City.

Section 2. 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 3rd DAY OF SEPTEMBER, 2024.**

ATTEST:

DRAPER CITY

Laura Oscarson, City Recorder

Mayor Troy K. Walker

VOTE TAKEN:

YES

NO

Councilmember Green

Councilmember Johnson

Councilmember T. Lowrey

Councilmember F. Lowry

Councilmember Roberts

Mayor Walker

EXHIBIT A
(Interlocal Agreement)

MEMO



To: City Council

From:

Date: 2024-09-03

Re: Approval of Resolution #24-42

Comments:

ATTACHMENTS:

[R-24-42, Building Board of Appeals.pdf](#)

RESOLUTION NO. 24-42

A RESOLUTION APPOINTING MEMBERS TO THE DRAPER CITY BUILDING BOARD OF APPEALS

WHEREAS, the Draper City Council has adopted Ordinances which provide for the appointment of members to the Building Board of Appeals; and

WHEREAS, members of the Building Board of Appeals are appointed by the Mayor with the advice and consent of the City Council; and

WHEREAS, terms of office are set to be four-year terms with some terms being two-year when necessary to provide for staggered terms; and

WHEREAS, the Mayor proposes to appoint Dan Stewart, Mike Skalla, and Russ Naylor as members of the Building Board of Appeals; and

WHEREAS, these individuals have expressed an interest in serving as members of the Building Board of Appeals.

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

The City Council hereby provides its advice and consent to the Mayor's appointment of Dan Stewart, Mike Skalla, and Russ Naylor to serve as members of the Building Board of Appeals.

Section 1. Appointment. The following individuals are hereby appointed to fill the terms listed below as members of the Building Board of Appeals according to the laws, ordinances, and regulations governing the Building Board of Appeals and its members for the term specified herein.

Four-year terms:

Dan Stewart	September 3, 2024 through September 30, 2028
Mike Skalla	September 3, 2024 through September 30, 2028
Russ Naylor	September 3, 2024 through September 30, 2028

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

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, ON THIS THE 3RD DAY OF SEPTEMBER, 2024.

ATTEST:

DRAPER CITY

Laura Oscarson, MMC, City Recorder

Troy K. Walker, Mayor

VOTE TAKEN:

YES NO

Councilmember Green

Councilmember Johnson

Councilmember T. Lowery

Councilmember F. Lowry

Councilmember Roberts

Mayor Walker

MEMO



To: City Council

From:

Date: 2024-09-03

Re: Approval of Resolution #24-43

Comments:

ATTACHMENTS:

[R-23-43, Appointing S. Shah & L. Fidler, PC Alt.pdf](#)

RESOLUTION NO. 24-43

A RESOLUTION APPOINTING SHIVAM SHAH AND LAURA FIDLER AS ALTERNATE MEMBERS OF THE DRAPER CITY PLANNING COMMISSION

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

WHEREAS, members of the Planning Commission have been appointed by the City Council; and

WHEREAS, there are vacancies for alternate Planning Commission members; and

WHEREAS, Shivam Shah and Laura Fidler have expressed a willingness to serve as alternate members of the Draper City Planning Commission and to participate in its deliberations.

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

Section 1. Appointment. The following individuals are hereby appointed to fill the terms listed below as alternate members of the Draper City Planning Commission according to the laws, ordinances, and regulations governing the Planning Commission and its members for the term specified herein.

Alternate Member:

Shivam Shah	September 3, 2024, through September 30, 2025
Laura Fidler	September 3, 2024, through September 30, 2025

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

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, ON THIS THE 3RD DAY OF SEPTEMBER 2024.

ATTEST:

DRAPER CITY

Laura Oscarson, MMC, City Recorder

Troy K. Walker, Mayor

VOTE TAKEN:

Councilmember Green
Councilmember Johnson
Councilmember T. Lowery
Councilmember F. Lowry
Councilmember Roberts
Mayor Walker

YES	NO	ABSENT
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

MEMO



To: City Council

From:

Date: 2024-09-03

Re: Approval of Resolution #24-44

Comments:

ATTACHMENTS:

[R-24-44 - Audit Committee reappointments.pdf](#)

RESOLUTION NO. 24-44

A RESOLUTION REAPPOINTING MIKE GREEN AND KEVIN HICKS AS MEMBERS OF THE DRAPER CITY AUDIT COMMITTEE

WHEREAS, the City is authorized to establish subordinate bodies within the city as deemed appropriate by the City Council; and

WHEREAS, the City has created an Audit Committee within the city for the purpose of providing a framework to advise the City Council on the annual audit of the City's financial statements; and

WHEREAS, the duties of this Committee are to recommend and engage an auditor to audit the city's annual financial statement; provide oversight of the city's financial statements and follow up on auditor findings and management letter comments provided by independent auditors; and

WHEREAS, the terms of two of the members of the Audit Committee will expire on August 31, 2024; and

WHEREAS, the City Council recognizes the need to fill these positions on the Audit Committee; and

WHEREAS, the Mayor has identified one citizen and one Council Member to serve on the Audit Committee; and

WHEREAS, Kevin Hicks has expressed a desire to serve as a regular committee member and possesses the qualifications as stated in Draper City Municipal Code ("DCMC") 3-5-110(C)(2); and

WHEREAS, one member of the City Council has agreed to serve as per DCMC 3-5-110(C)(1); and

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

Section 1. Appointment. The City Council consents to the Mayor's appointment of the following individuals to serve on the Audit Committee according to the laws, ordinances, and regulations governing the Committee and its members for the term specified herein:

Council Member Mike Green	September 3, 2024, through September 30, 2026
Kevin Hicks	September 3, 2024, through September 30, 2026

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

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DRAPER, STATE OF UTAH, ON THIS THE 3RD DAY OF SEPTEMBER 2024.

ATTEST:

DRAPER CITY

Laura Oscarson, MMC, City Recorder

Mayor Troy K. Walker

VOTE TAKEN:

YES

NO

ABSENT

Councilmember Green

Councilmember Johnson

Councilmember T. Lowery

Councilmember F. Lowry

Councilmember Roberts

Mayor Walker

MEMO



To: City Council
From: Mike Barker, Acting City Manager
Date: 2024-09-03
Re: Approval of Resolution #24-46

Comments:

ATTACHMENTS:

[Resolution 24-46 Appointing A City Manager.pdf](#)

RESOLUTION NO. 24-46

A RESOLUTION OF THE DRAPER CITY COUNCIL APPOINTING A CITY MANAGER

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

WHEREAS, Mike Barker has been appointed as and is currently serving as the Acting City Manager; and

WHEREAS, pursuant to Draper City Municipal Code 2-3-080, the Mayor desires to appoint Mike Barker as the City Manager effective September 3, 2024, to exercise the powers, duties, responsibilities, and authority assigned to the City Manager under statute, ordinance, and policy; and

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

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

Section 1. Appointment. The Draper City Council gives its advice and consent to the Mayor's selection of Mike Barker as City Manager, and Mike Barker is hereby appointed Draper City Manager with all the powers, duties, responsibilities, and authority specified by statute, ordinance, and policy.

Section 2. Employment Agreement. A written employment contract has been prepared and negotiated setting forth Mike Barker's terms of employment. That contract is hereby approved.

Section 3. Status as Acting City Manager. Mike Barker's status as Acting City Manager is deemed terminated immediately upon the effective date of this Resolution.

Section 4. Concurrent Duties. Mike Barker shall continue to exercise the power, duties, responsibilities, and authority of his position as Draper City Attorney until such time as a successor is appointed.

Section 5. 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 6. 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 3rd DAY OF SEPTEMBER, 2024.**

ATTEST:

DRAPER CITY

Laura Oscarson, City Recorder

Mayor Troy K. Walker

VOTE TAKEN:

YES

NO

Councilmember Green

Councilmember Johnson

Councilmember T. Lowery

Councilmember F. Lowry

Councilmember Roberts

Mayor Walker

MEMO



To: City Council

From:

Date: 2024-09-03

Re: Approval of Ordinance #1620

Comments:

ATTACHMENTS:

[O-1620.pdf](#)

ATTACHMENTS:

[O-1620, Exhibit A 3-5-120- CEC.pdf](#)

ORDINANCE NO. 1620

AN ORDINANCE OF THE DRAPER CITY COUNCIL AMENDING SECTION 3-5-120 OF THE DRAPER CITY MUNICIPAL CODE RENAMING THE DIVERSITY AND INCLUSION ADVISORY COMMITTEE TO THE COMMUNITY ENGAGEMENT COMMITTEE.

WHEREAS Draper City established the Draper City Diversity and Inclusion Advisory Committee to identify and advise on issues faced by diverse groups and to create opportunities for an inclusive community within the City; and

WHEREAS the Council desires to focus on engaging the community and fostering unity and belonging to all Draper City residents; and

WHEREAS due to the desire to focus on unity and engaging all members of the community, the Diversity and Inclusion Advisory Committee needs to be renamed to the Community Engagement Committee.

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

Section 1. Section 3-5-120 of the Draper City Municipal Code is hereby amended to read as shown in Exhibit " A" attached hereto and incorporated herein by reference.

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

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, ON THIS 3RD DAY OF SEPTEMBER, 2024.

DRAPER CITY

Mayor Troy K. Walker

ATTEST:

Laura Oscarson, MMC, City Recorder

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

Exhibit A

3-5-120 Draper City ~~Diversity and Inclusion Advisory~~ Community Engagement Committee:

A. Creation: There is hereby created the Draper City ~~Diversity and Inclusion Advisory~~ Community Engagement Committee to act as an ~~advisory-welcoming~~ committee ~~on identifying issues faced by diverse groups and~~ focused on creating opportunities for an ~~inclusive-unified~~-community within the city.

B. Duties: It shall be the duty of the committee to act in a voluntary and advisory capacity to the city regarding ~~diversity, equality and inclusivity~~ activities that foster unity and belonging within the city, including, but not limited to:

1. Act as a liaison to inform the city of issues faced by ~~diverse~~ our varied communities and groups.
2. Advocate and voice support for initiatives that cultivate and foster unity ~~while an inclusive culture and~~ stimulate ~~ing~~-socioeconomic equality for the greater community.
- ~~3. Create educational opportunities through guest lectures at local schools and community workshops to raise awareness of diversity, equality and inclusivity issues.~~
4. Host events for the greater community to celebrate and ~~educate~~ inform the public about various cultures and ~~diverse groups~~ traditions.
- ~~5. Assist with developing resource materials related to topics of diversity, equality, and inclusivity for the city.~~
5. Host community events focusing on neighbors getting to know each other and creating a supportive and welcoming community.
6. Attend ribbon cuttings for new businesses in the community and help new business owners and new residents to Draper feel invited and welcomed.