



CITY COUNCIL AGENDA

Tuesday, January 6, 2026, 5:30 PM
1020 E. Pioneer Rd.
Draper, Utah 84020

STUDY SESSION

CLOSED MEETING, IF NECESSARY - TO BE ANNOUNCED IN MOTION

The Draper City Council may temporarily recess the meeting and convene in a closed meeting as provided by UCA § 52-4-205.

Discussion: Boundary Line Adjustments with Bluffdale - Mike Barker

Discussion: Designation of Emergency Succession of City Officers - Mike Barker

Discussion: TRSSD Streetlights - Robert Markle

Discussion: Scooter Text Amendments - Traci Gundersen/Chief Ferguson

Discussion: 300 E. & Pioneer Encroachment - Jen Jastremsky

Council/Manager Reports

7:00 PM BUSINESS SESSION

1. **Call to Order**
2. **Flag Ceremony and Pledge of Allegiance - Cub Scout Troop #4444**
3. **Proclamation**
Religious Freedom Day
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 **Approve the December 16, 2025 City Council Meeting Minutes**

5.b Approve Resolution #26-01

A resolution authorizing the mayor to execute an agreement to realign a flood control access easement with Salt Lake County Flood Control. Staff: Rhett Ogden.

5.c Approve Resolution #26-02

A resolution of the Draper City Council adopting a Tree Retention, Indemnity, and Assumption of Risk Agreement for residents who elect to retain a street tree after notice that the tree is causing damage to the right of way. Staff: Robert Markle.

5.d Approve Resolution #26-04

A resolution of the Draper City Council approving franchise agreements with Summit IG, LLC and First Digital Telecom. Staff: Spencer DuShane.

5.e Approve Ordinance #1698

An ordinance of the Draper City Council amending Title 3, Chapter 5 of the Draper City Municipal Code to consolidate the Community Engagement Committee and the Special Event Arena Committee into the Community Engagement and Events Committee. Staff: Kellie Challburg.

6. Items for Council Consideration

6.a Public Hearing: Ordinance #1697

An ordinance amending the Official Zoning Map of Draper City for approximately 1.04 acres of property from RA1 (Residential Agricultural) to R3 (Single-family Residential), located at approximately 283 E. Tanager Ln. known as the Butler Zoning Map Amendment. Staff Report by Paul Geilman.

7. Action Items

7.a Approve Resolution #26-03

A resolution of the Draper City Council adopting the Draper City 2026 Comprehensive Emergency Management Plan and Logistics Annex. Staff report by Nick Roble.

8. Adjournment

I, the City Recorder of Draper City, certify that copies of this agenda for the **Draper City Council** meeting to be held **January 6, 2026**, were posted at Draper City Hall, Draper City website www.draperutah.gov, and the Utah Public Notice website at www.utah.gov/pmn.



Nicole Smedley, CMC, 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 Nicole Smedley, City Recorder at (801) 576-6502 or nicole.smedley@draperutah.gov, at least 24 hours prior to the meeting.

MEMO



To: City Council

From: Jennifer Jastremsky, AICP

Date: 2026-01-06

Re: Discussion: 300 E. & Pioneer Encroachment - Jen Jastremsky

Comments:

Please see attachment.

ATTACHMENTS:

[300 E Pioneer Encroachment- 1-6-25 CC Report.pdf](#)

12451 South 300 East Encroachment

Draper City owns property on the southeast corner of 300 E and Pioneer Rd, located at approximately 12451 South 300 E. The land is 0.13 acres (5,662 square feet) in size and has been in City ownership since 1996. The property contains several utility boxes, includes facilities for Embridge Gas and Lumen.

The property directly south of the City site was developed in 2019 with an office building (Office Site). At that time the property owner of the Office Site approached the City to see about adding landscaping to the City's property. No agreement was made to allow landscaping and irrigation to be placed on City property, but the Office Site property owner was allowed to put gravel down in order to keep the weeds to a minimum.

In the fall of 2025, the Office Site property owner installed irrigation, landscaping, and a 50-foot-long decorative wall on the City's property. The decorative wall is 2-feet tall. No permission was granted for such improvements by the City. When contacted about the improvements the Office Site property owner asked if there was a way to keep the improvements.

Staff has reached out to all the franchised utility providers in Draper City to see if they have any concerns with the improvements. All have stated they have no concerns with the improvements, with some requiring clearance from their existing utility lines.

- Comcast: Approved for encroachment, but requires 3' clearance around pedestals
- Embridge: Approved for encroachment, has a utility on property and prohibits trees going over any lines
- Jordan Basin Improvement District: No concerns
- Salt Lake City Public Utilities: No facilities on property
- WaterPro: No concerns
- Lumen: Approved for encroachment, but requires clearance around any lines
- Rocky Mountain Power: No concerns

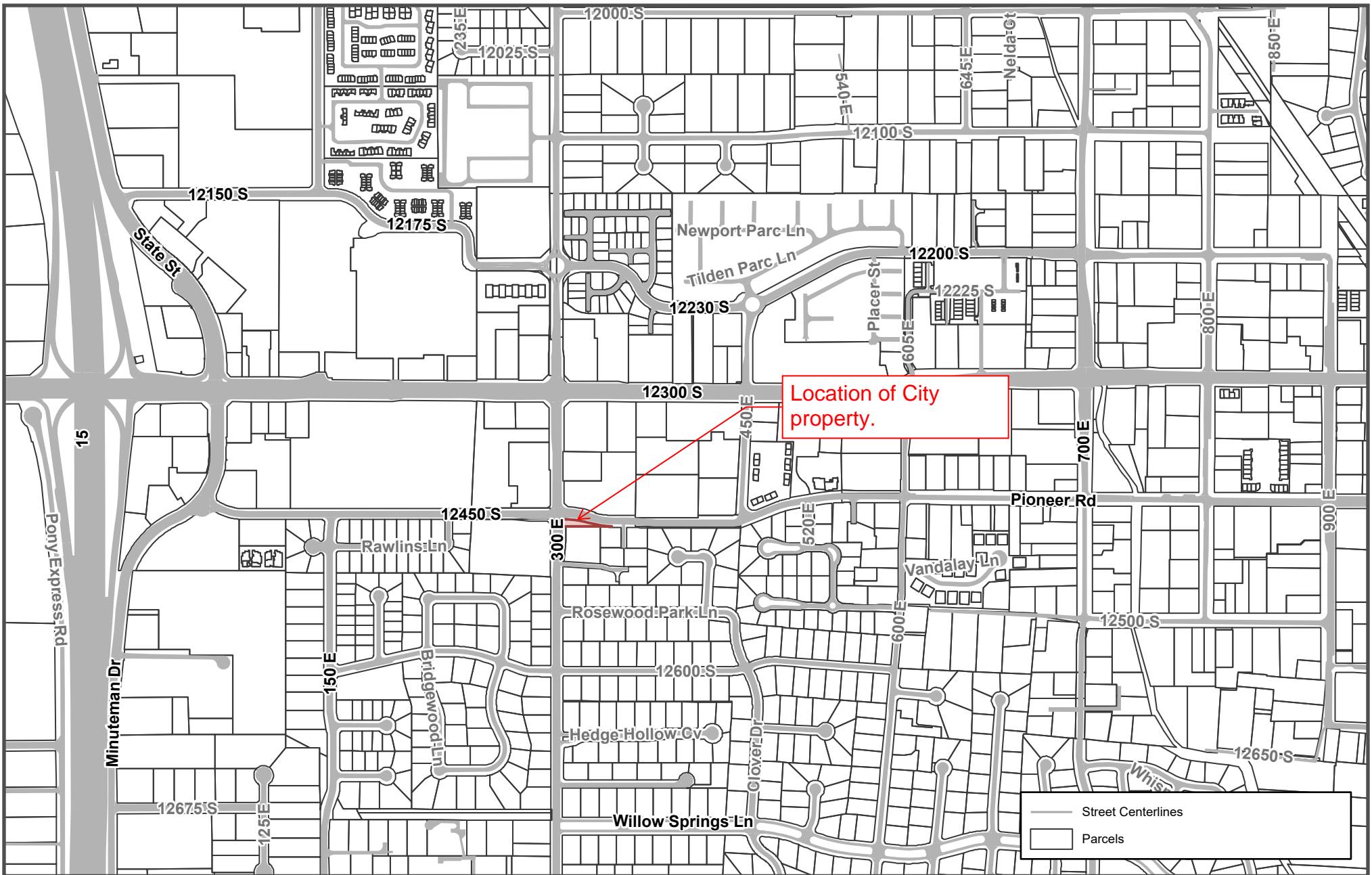
When reviewing the improvements, it appears there may be a tree or two that would need to be removed in order to provide the clearance required by the Utility companies. In addition, it appears the wall was installed over or close to existing utility lines. Staff is further concerned about the wall due to the possibility of signage, permanent or temporary, potentially being located on the wall.

At this time, staff would like feedback from the City Council if they have preference on how to proceed. The City has the following options available:

- Require all improvements to be removed.

- Allow all improvements to remain, subject to Office Site property owner entering into a maintenance and liability agreement with the City and removing any improvements that do not meet clearance standards of the utility companies.
- Allow landscaping and irrigation to remain, require the wall to be removed, subject to Office Site property owner entering into a maintenance and liability agreement with the City and removing any improvements that do not meet clearance standards of the utility companies.

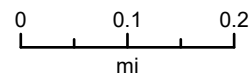
Exhibit A
Area Maps



12451 S 300 E Encroachment- Vicinity

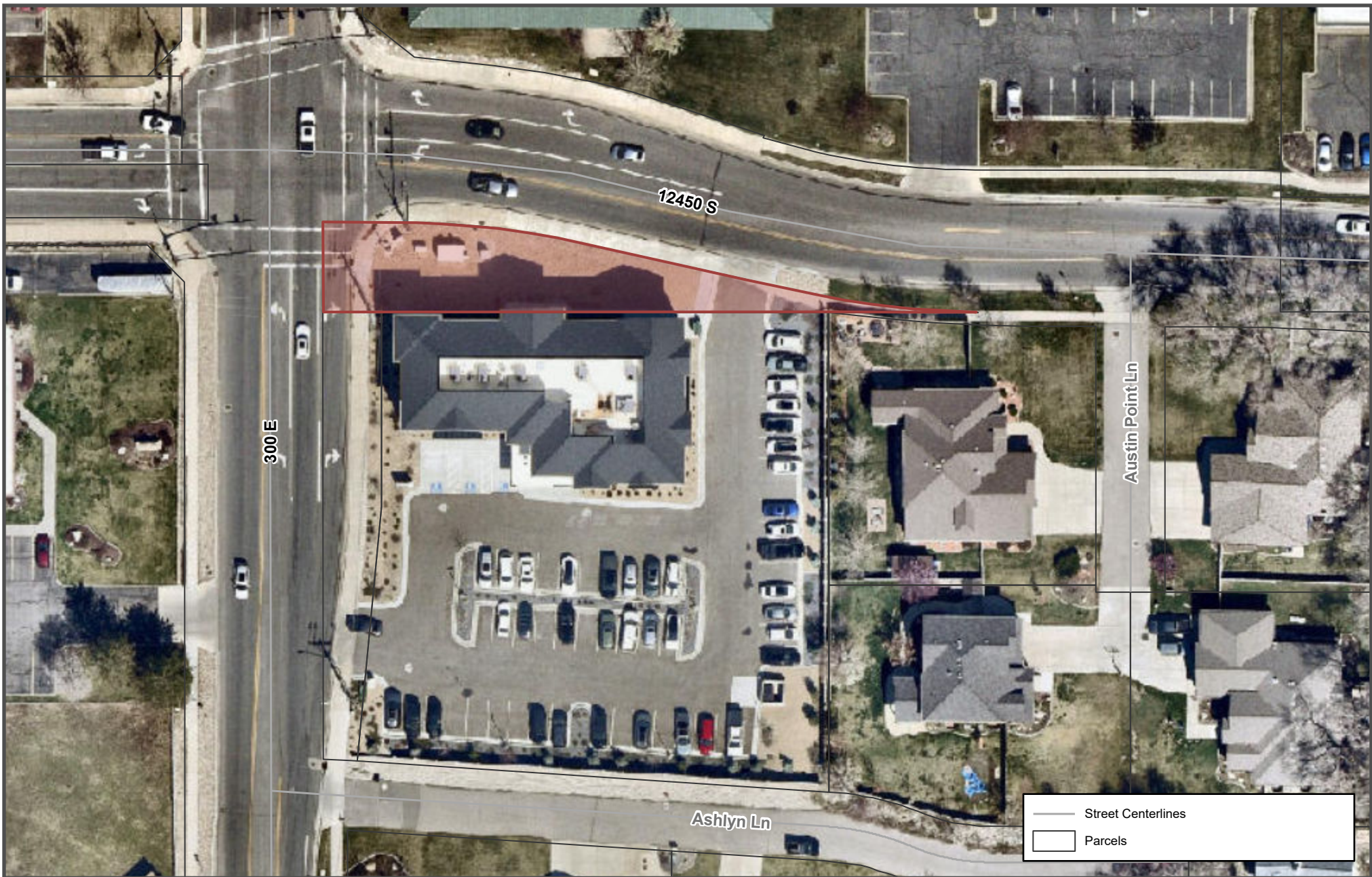


Date Printed: 12/12/2025



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12451 S 300 E Encroachment- Aerial



Date Printed: 12/12/2025

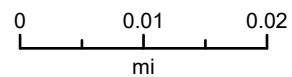


Exhibit B
Pictures of Improvements

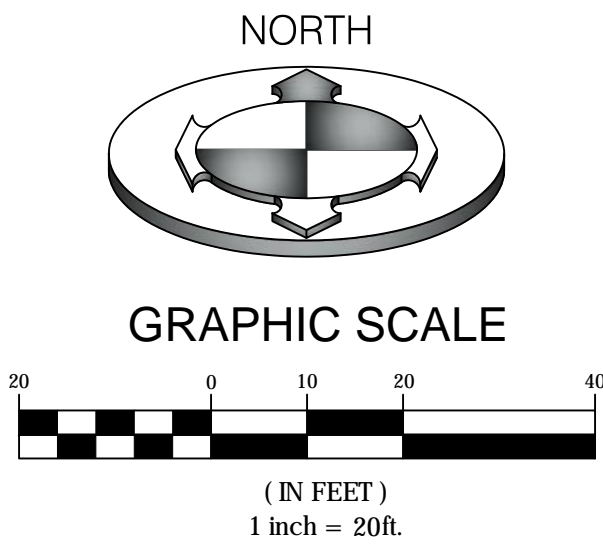
Photos of Improvements





Exhibit C
Approved Draper Smiles Site Plan, Utility Plan, and Landscape Plan

Draper City Building Dept
Approved
matt.symes 07/15/2019



CONSTRUCTION KEY NOTES REFERENCE		
NO	DESCRIPTION	DETAIL
①	ASPHALT PAVEMENT WITH GRANULAR BASE	1/CDT.01
②	CONCRETE CURB AND GUTTER PER APWA #205 TYPE 'A'	
③	RELEASE CURB & GUTTER	3/CDT.01
④	CONCRETE PAVEMENT WITH GRANULAR BASE	1/CDT.01
⑤	SIDEWALK PER DRAPER # ST-12	2/CDT.03
⑥	ADA RAMP	1/CDT.02
⑦	ADA SIGN	1/CDT.02
⑧	DRIVE APPROACH PER DRAPER # ST-07	1/CDT.03
⑨	8' HIGH BLOCK OR RHINO ROCK WALL	
⑩	INTEGRAL SIDEWALK	2/CDT.01
⑪	SAWCUT PER DRAPER CITY ST-19 & ST-21	3&4/CDT.03

ARCHITECTURAL INFORMATION SUMMARY:
1. EXTERIOR MATERIAL WILL BE 100% PRIMARY MATERIALS (BRICK AND HARDIE SIDING).
2. NUMBER OF PARKING LOT LIGHT POLES WILL BE 5
3. MAXIMUM HEIGHT OF THE BUILDING IS 40'-4"

AREA TABLE		
PARTICULARS	S.F.	%
*BLDG FOOTPRINT	7,082	18.0
HARDSCAPE	23,208	58.9
LANDSCAPE	9,114	23.1
TOTAL	39,404	100

* TOTAL BUILDING SQUARE FOOTAGE= 14,164 S.F.

PARKING COUNT				
PARTICULARS	PROVIDED		*MIN	*MAX
	STANDARD	ADA		
PARKING STALLS	53	3	43	71
TOTAL	56			

* SUGGESTED PARKING= 14,234/1000 x 4= 57
* MIN= 0.75(57)= 43
* MAX= 1.25(57)= 71

PARKING AREA REQUIREMENTS TABLE SUMMARY			
TOTAL PARKING AREA	MIN LANDSCAPE REQUIRED	LANDSCAPE PROVIDED	PARTICULARS
23,245	1,627	1,786	S.F.

APPROVED
By Dennis Workman at 4:23 pm, Mar 14, 2019

CALL BEFORE YOU DIG.
IT'S FREE & IT'S THE LAW.

BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER

1-800-662-4111
www.bluestakes.org

811

PROJECT NO. 1804077

SITE PLAN

CSP.01
3 OF 10

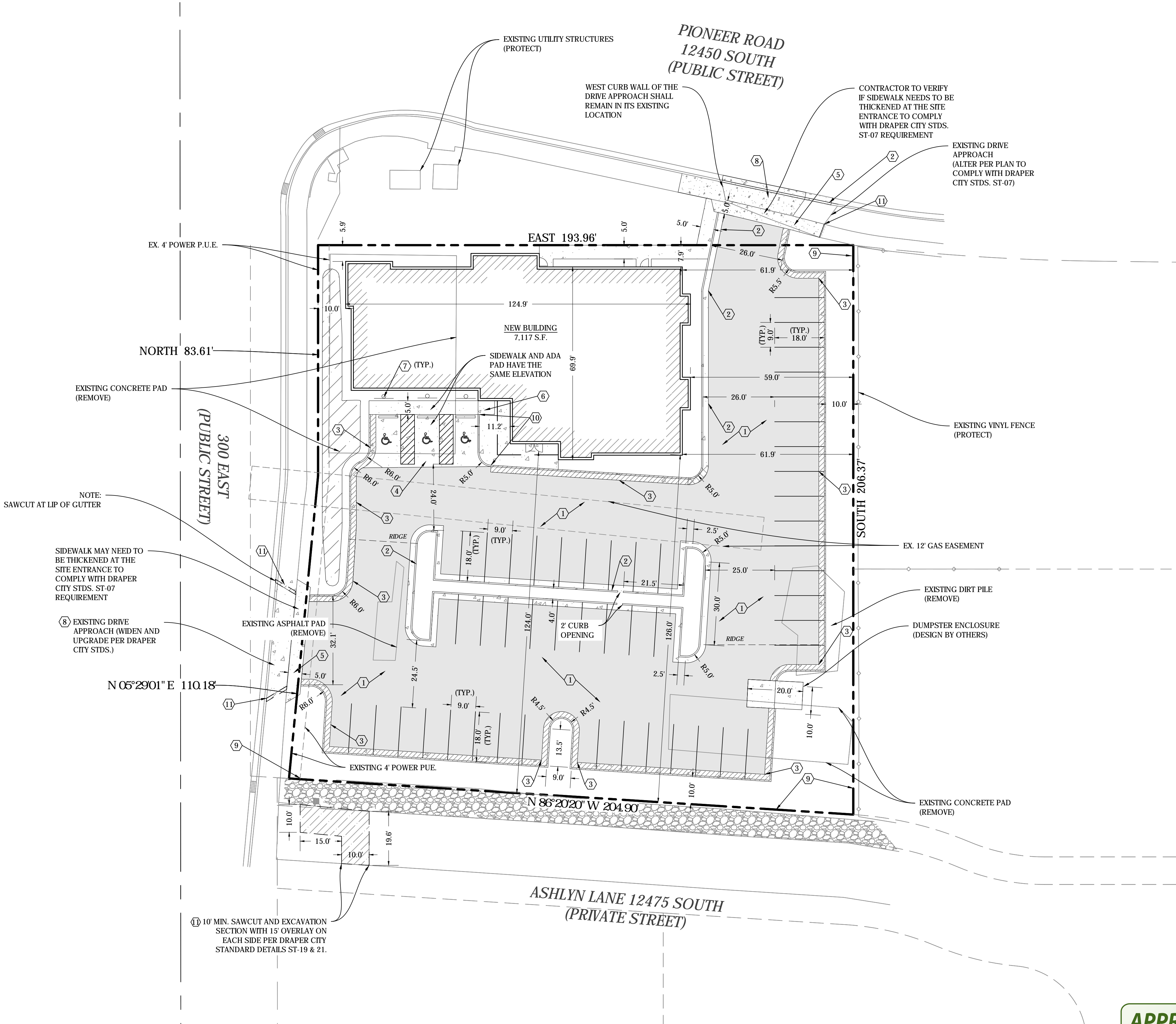
BENCHMARK
ENGINEERING &
LAND SURVEYING

9138 SOUTH STATE STREET SUITE #100
SANDY, UTAH 84070 (801) 542-7192
www.benchmarkcivil.com

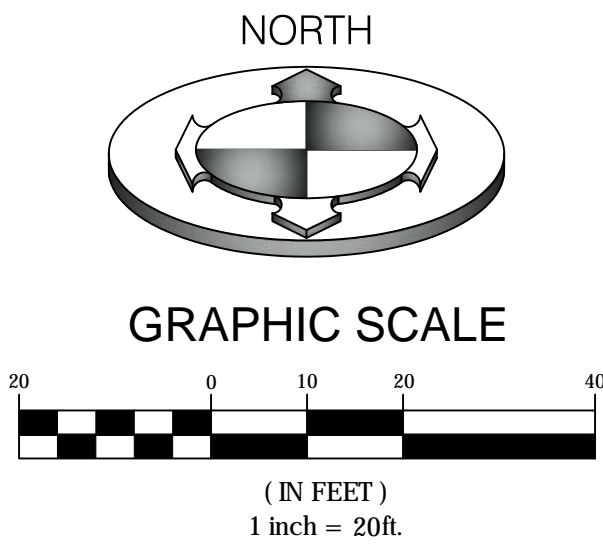
PROFESSIONAL ENGINEER
No. 10360773
M. CHRIS
POULSEN
STATE OF UTAH

PESSOA DENTAL OFFICE

12451 SOUTH 300 EAST
DRAPER CITY, UTAH



Draper City Building Dept
Approved
matt.symes 07/15/2019



CONSTRUCTION KEY NOTES REFERENCE		
NO.	DESCRIPTION	DETAIL
①	GATE VALVE PER WATERPRO STDS.	
②	1.5" TYPE K COPPER WATER SERVICE LINE	
③	1.5" WATER METER & VAULT PER PER WATERPRO STDS.	7/CDT.01
④	1.5" POLY WATER SERVICE LINE	
⑤	6" PVC SDR-35 SEWER LATERAL @ 1 % MIN. SLOPE	2/CDT.02
⑥	SEWER CLEAN OUT PER SVSD # SS-3A	2/CDT.02
⑦	6" PVC C-900 FIRELINE	
⑧	THRUST BLOCK PER WATERPRO STDS.	
⑨	1" IRRIGATION METER	

NOTE:
PRIOR TO FABRICATION OR CONSTRUCTION, BEGIN AT THE LOW END OF ALL GRAVITY UTILITY LINES AND VERIFY THE INVERT ELEVATION OF THE POINT OF CONNECTION AND NOTIFY ENGINEER IF THIS POINT IS HIGHER THAN SHOWN ON THE PLANS FOR A REDESIGN.

NOTE:
POTHOLE TO IDENTIFY ANY CONFLICTS BEFORE ANY PIPE INSTALLATION. CONTACT ENGINEER IF ANY CONFLICTS ARE IDENTIFIED.

SOUTH VALLEY SEWER DISTRICT NOTES:

A. ALL CONSTRUCTION SHALL COMPLY WITH SOUTH VALLEY SEWER DISTRICTS DESIGN STANDARDS AND CONSTRUCTION SPECIFICATIONS.

B. CONTRACTOR SHALL FIELD VERIFY LOCATIONS AND INVERT ELEVATIONS OF EXISTING MANHOLES AND OTHER UTILITIES BEFORE STAKING OR CONSTRUCTION OF ANY NEW SEWER LINES.

C. FOUR FEET OF COVER IS REQUIRED OVER ALL SEWER LINES.

NOTE:
THE NOSE ON CONSTRUCTION SHALL BE PERFORMED BY THE SOUTH VALLEY SEWER DISTRICT. CONTRACTOR SHALL CONTACT THE DISTRICT AT LEAST 24 HOURS BEFORE THE NOSE ON CONSTRUCTION.

FIRE FLOW REQUIREMENT NOTE:
A MINIMUM FIRE FLOW OF 2,250 GPM IS REQUIRED ON SITE. HOWEVER IF THE BUILDING HAS SPRINKLER SYSTEM, THE MINIMUM FIRE FLOW IS 1,500 GPM.

APPROVED
By Dennis Workman at 4:23 pm, Mar 14, 2019

CALL BEFORE YOU DIG.
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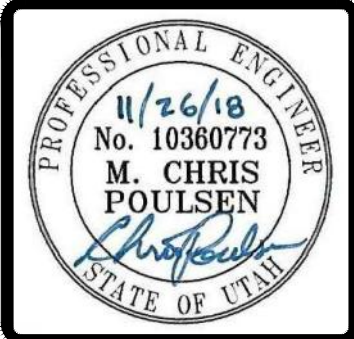
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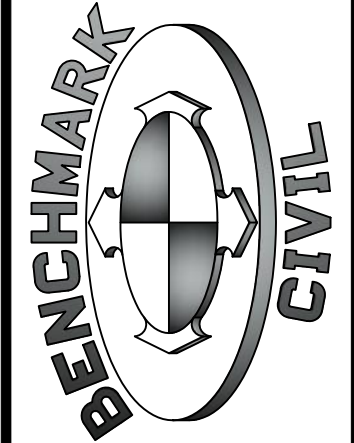
NO.	DATE	DESCRIPTION
1	10/24/18	REVISED PER WATERPRO COMMENTS
2	11/09/18	REVISED PER SVSD COMMENTS
3	11/12/18	REVISED PER DRAPER CITY COMMENTS
4	11/26/18	REVISED PER SVSD AND DRAPER CITY COMMENTS
184077 SITE		

SCALE: MEASURES SHOWN ON FULL SIZE SHEETS
ADJUST PROPORTIONALLY FOR REDUCED SIZE SHEETS



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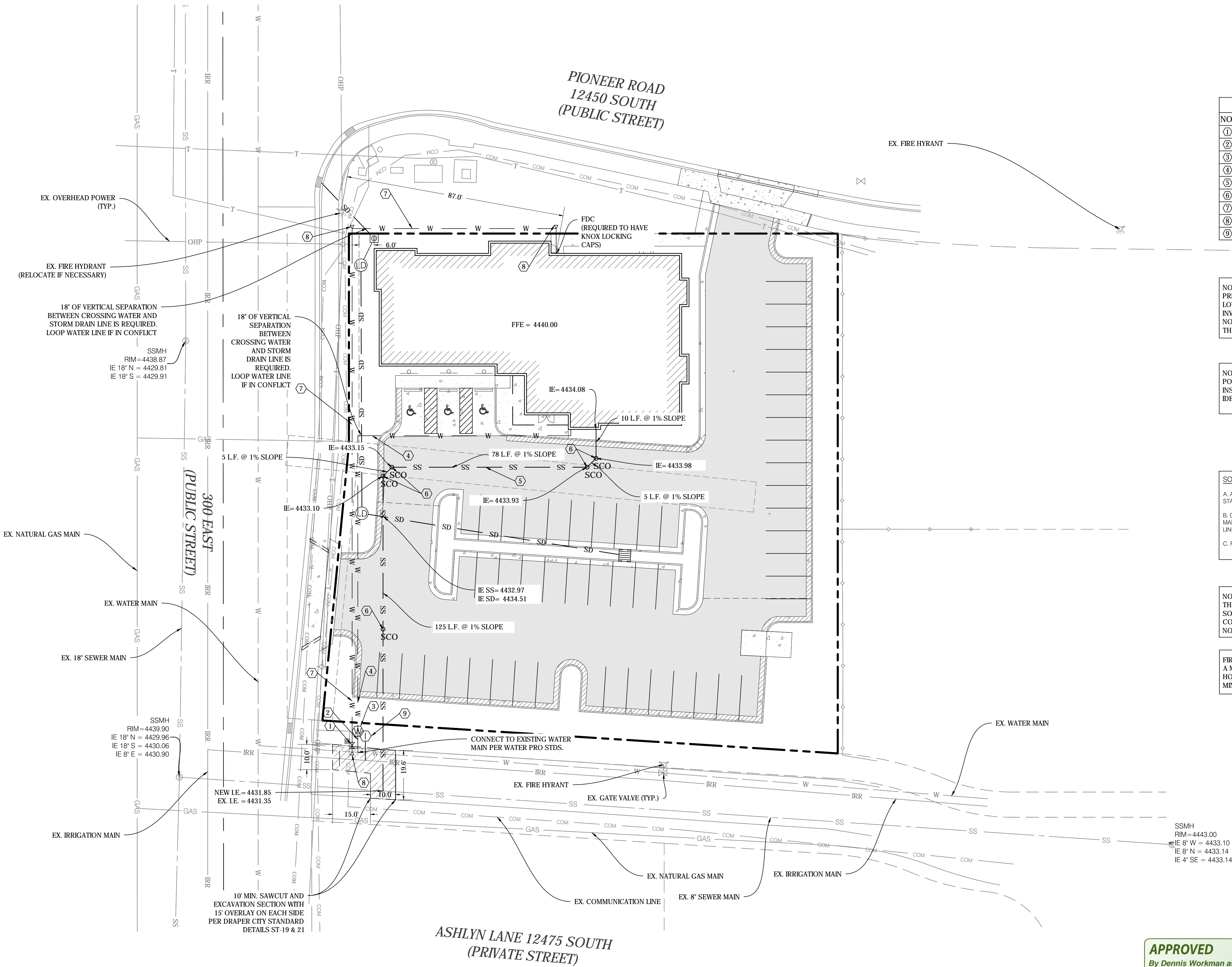
PESSOA DENTAL OFFICE

12451 SOUTH 300 EAST
DRAPER CITY, UTAH

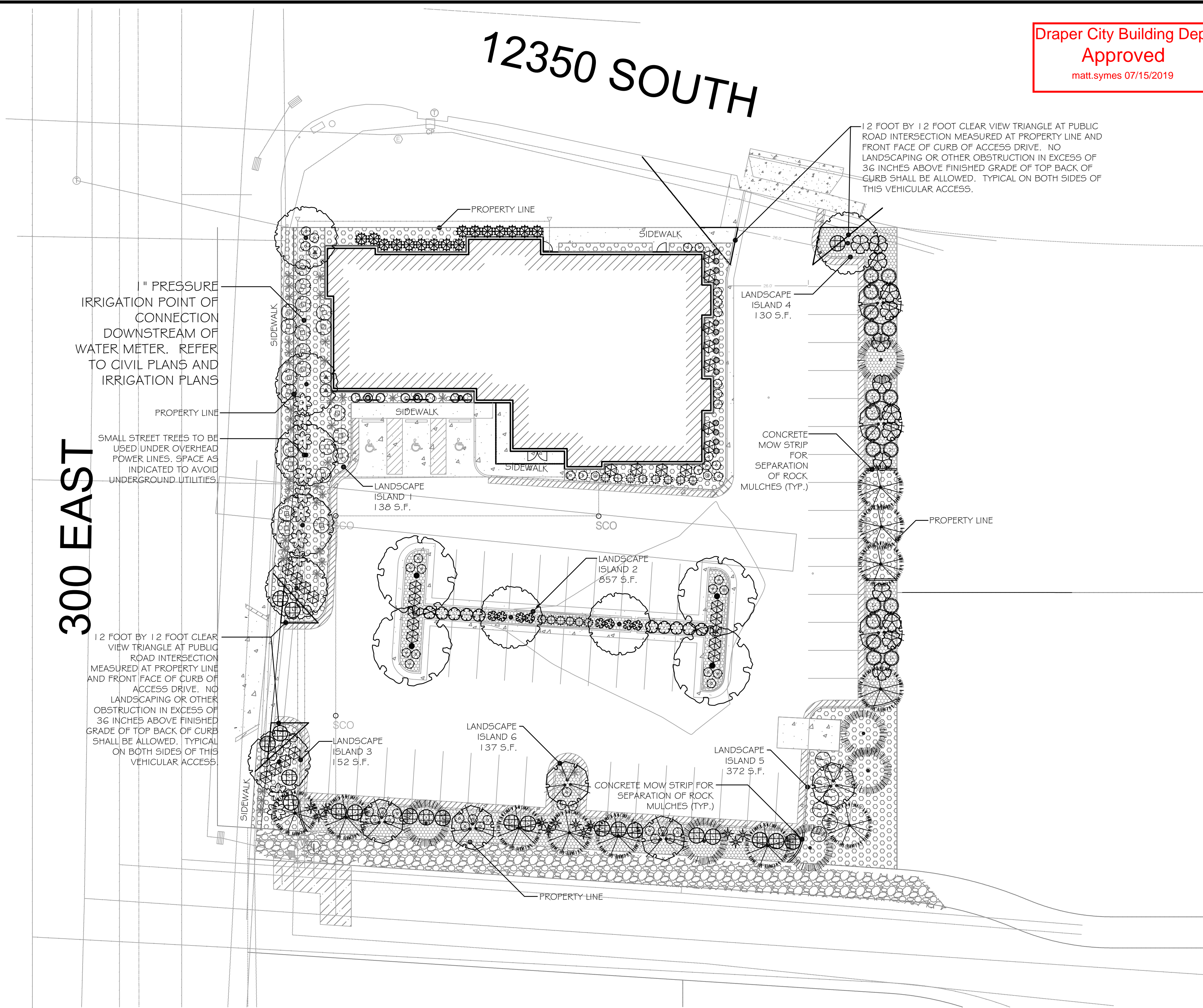
PROJECT NO. 1804077

UTILITY
PLAN

CUP.01
4 OF 10



This document, together with the concepts and designs presented herein, as an instrument of service is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Foresite Design Group, L.C. shall be without liability to Foresite Design Group, L.C.



LANDSCAPE CALCULATIONS SUMMARY		
LANDSCAPE PROVIDED (REFER TO CIVIL PLANS)		
LOT AREA (REFER TO CIVIL PLANS)	9,114 S.F.	23.13% OF LOT AREA (20% REQUIRED)
TOTAL PROJECT LANDSCAPING (INCLUDING AREAS IN ROAD R.O.W.)	39,404 S.F.	
TOTAL LANDSCAPE AREA IN WATER-WISE TURF GRASS (INCLUDING ROAD R.O.W.)	9,703 S.F.	
TOTAL AREA IN DROUGHT TOLERANT LANDSCAPE (INCLUDING R.O.W.)	0 S.F.	0.00% OF LANDSCAPE
PERCENT OF LANDSCAPE PLANT MATERIAL AREA VALUE COVERAGE (EXCLUDES TURF GRASS)	181.07% BASED ON "WATER-WISE PLANTS", WITH TREES CALC.	
PERCENT OF DROUGHT TOLERANT PLANTS (EXCLUDES TURF GRASS)	50.47% BASED ON "WATER-WISE PLANTS", WITHOUT TREES CALC.	
PERCENT OF DROUGHT TOLERANT PLANTS (EXCLUDES TURF GRASS)	100.00% BASED ON WATER CONSERVING PLANT MATERIALS	
REQUIRED 300 EAST STREET TREES	5.6 TREES	194 FT DIV. BY 33.33 (3 TREES PER 100 L.F.)
PROVIDED 300 EAST STREET TREES	6 TREES	
REQUIRED 300 EAST STREET SHRUBS (WITHIN PROPERTY)	23.3 TREES	194 FT DIV. BY 8.33 (12 SHRUBS PER 100 L.F.)
PROVIDED 300 EAST STREET SHRUBS (WITHIN PROPERTY)	51 SHRUBS	
REQUIRED INTERIOR PARKING LOT LANDSCAPE AREA (REFER TO ARCH PLANS)	1,627 S.F.	23,245 S.F. OF PARKING AREA x .07
PROVIDED INTERIOR PARKING LOT LANDSCAPE AREA (REFER TO ARCH PLANS)	1,786 S.F.	7.68% PROVIDED
REQUIRED INTERIOR PARKING LOT TREES	5.4 TREES	1,627 S.F. DIV. BY 300 (OR ONE TREE PER ISLAND)
PROVIDED INTERIOR PARKING LOT TREES	9 TREES	(ONE SHADE TREE PER ISLAND REQUIRED - 6 ISLANDS)

- TREE LOCATION AND FINAL PLACEMENT GUIDELINES:**
- TREES LOCATED ON THESE PLANS ARE BASED ON THE FOLLOWING DESIGN CRITERIA, AND THE DESIGNED LOCATION OF NON LANDSCAPE FACILITIES PROVIDED BY OTHERS, SUCH AS: UTILITIES, SIDEWALKS, BUILDINGS, SIGNS, LIGHTS, ROADWAYS, DRIVEWAYS, AND PROPERTY LINES. THE CONTRACTOR IS TO ADJUST THE FINAL TREE PLANTING PLACEMENT BASED ON THE "AS CONSTRUCTED" LOCATIONS OF THESE NON LANDSCAPE ITEMS.
 - 5 FEET FROM WATER METER AND/OR UTILITY BOX.
 - 10 FEET FROM FIRE HYDRANT.
 - 5-10 FEET FROM RESIDENTIAL DRIVEWAY.
 - 5-10 FEET FROM PROPERTY LINE OF ADJOINING PARCEL.
 - 5-10 FEET FROM NON-TRAFFIC CONDUCTING SIGNAGE.
 - 5-10 FEET FROM UTILITY POLE AND/OR LIGHT.
 - 20 FEET FROM AN UNREGULATED INTERSECTION (20 FEET BACK FROM INTERSECTING SIDEWALKS).
 - 30 FEET FROM STOP SIGNS.
 - 30 FEET FROM COMMERCIAL DRIVEWAY AND/OR ALLEY.
 - 40 FEET FROM AN INTERSECTION WITH TRAFFIC LIGHTS (40 FEET BACK FROM INTERSECTING SIDEWALKS).
 - 15-20 FEET FROM A TREE THAT IS SMALL IN SIZE AT MATURITY (LESS THAN 30 FEET TALL).
 - 20-30 FEET FROM A TREE THAT IS MEDIUM IN SIZE AT MATURITY (30-50 FEET TALL).
 - 30-40 FEET FROM A TREE THAT IS LARGE IN SIZE AT MATURITY (MORE THAN 50 FEET TALL).

Draper City Building Dept
Approved
matt.symes 07/15/2019

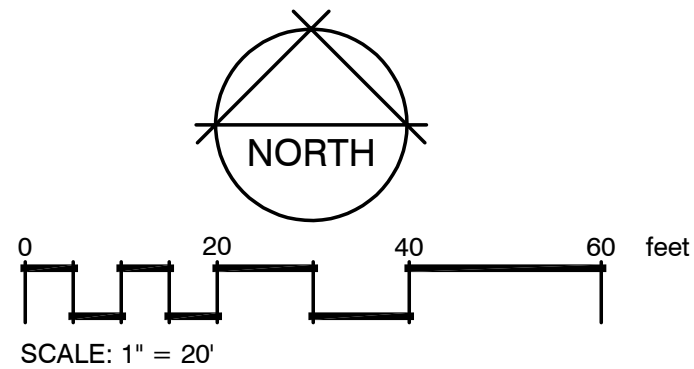
PLANT SCHEDULE PROJECT SITE

TREES	BOTANICAL NAME / COMMON NAME	CONT	CAL	SIZE	QTY
	Acer tatanum / Tatanan Maple Hydro Zone Td3	B # B	2"	Cal	8
	Cercis canadensis / Eastern Redbud Hydro Zone Td4	B # B	2"	Cal	9
	Gleditsia triacanthos "Skyline" / Skyline Honey Locust Hydro Zone Td4	B # B	2"	Cal	4
	Picea pungens glauca "Hoopsii" / Hoopsii Blue Spruce Hydro Zone Te3	B # B	6"		11
	Pinus flexilis "Vanderwolf's Pyramid" / Vanderwolf's Pyramid Pine Hydro Zone Te3	B # B	6"		6
SHRUBS	BOTANICAL NAME / COMMON NAME	CONT	QTY		
	Berberis thunbergii "Bagatelle" / Bagatelle Red Barberry Hydro Zone Sd3	2 gal	14		
	Berberis thunbergii "Crimson Pygmy" / Crimson Pygmy Barberry Hydro Zone Sd3	5 gal	14		
	Calamagrostis x acutiflora "Avalanche" / Feather Reed Grass Hydro Zone Tw2	5 gal	12		
	Calamagrostis x acutiflora "Karl Foerster" / Feather Reed Grass Hydro Zone Tw2	5 gal	21		
	Helictotrichon sempervirens / Blue Oat Grass Hydro Zone Tw1	1 gal	8		
	Hemerocallis x "Pardon Me" / Pardon Me Daylily Hydro Zone P3	1 gal	8		
	Hemerocallis x "Stella de Oro" / Stella de Oro Daylily Hydro Zone P3	1 gal	39		
	Juniperus horizontalis "Bar Harbor" / Bar Harbor Creeping Juniper Hydro Zone GV1 - Evergreen	5 gal	22		
	Juniperus horizontalis "Blue Chip" / Blue Chip Juniper Hydro Zone GV1 - Evergreen	5 gal	18		
	Lavandula angustifolia "Munstead" / Munstead English Lavender Hydro Zone P2	2 gal	7		
	Mahonia aquifolium "Compacta" / Compact Oregon Grape Hydro Zone Se3 - Evergreen	5 gal	16		
	Miscanthus sinensis "Gracillimus" / Maiden Grass Hydro Zone Tw2	5 gal	10		
	Pennisetum alopecuroides "Little Bunny" / Little Bunny Fountain Grass Hydro Zone Tw2	2 gal	36		
	Prunus besseyi "Pawnee Buttes" / Sand Cherry	5 gal	22		
	Rhus aromatica "Gro-Low" / Gro-Low Fragrant Sumac Hydro Zone GV1	5 gal	14		
	Rosa x "Knockout" TM / Rose	5 gal	3		
	Spiraea japonica "Neon Flash" / Neon Flash Spirea Hydro Zone Sd3	5 gal	10		
	Spiraea x bumalda "Goldmound" / Gold Mound Spirea Hydro Zone Sd3	5 gal	29		

MULCHES / ROCK		
	3" MINIMUM DEPTH OF 1" TO 1-1/2" OF COLORED CRUSHED ROCK (GRAYS & BLACK) OVER DEWITT PRO 5 WEED BARRIER	3,899 S.F.
	3" MINIMUM DEPTH OF 2" TO 3-1/2" OF COLORED CRUSHED ROCK (BROWNS, REDS & BLACKS) OVER DEWITT PRO 5 WEED BARRIER	5,778 S.F.
	CONCRETE MOW STRIP - REFER TO SHEET L-2 (USED TO SEPARATE ROCK WHERE INDICATED)	

- NOTES:
- SEE SHEET L-2 FOR LANDSCAPE NOTES AND DETAILS.
 - LANDSCAPE MATERIAL SQUARE FOOTAGES AND PLANT QUANTITIES FOR REFERENCE ONLY, CONTRACTOR TO VERIFY ALL QUANTITIES AND SQUARE FOOTAGES.
 - CLEAR VIEW AREA AT STREET INTERSECTIONS IS TO BE MEASURED PER DRAPER CITY DEVELOPMENT CODE SECTION 9-27-080.B. STREET TREE BRANCHES TO BE MAINTAINED AT A MIN. DISTANCE OF 7 FT FROM FINISHED GRADE.
 - IRRIGATION SYSTEM IS EQUIPPED WITH A SMART ET BASED CONTROLLER AND RAIN SENSOR AS PART OF THE SPRINKLER SYSTEM.
 - ROCK MULCHES TO COMPLIMENT & BLEND WITH ARCHITECTURAL MATERIALS AND COLORS. CONTRACTOR TO SUBMIT SAMPLES TO OWNER'S REPRESENTATIVE FOR APPROVAL PRIOR TO DELIVERY.
 - SHADE TREES ARE TO BE A MINIMUM OF 2" CALIPER (MEASURED SIX INCHES ABOVE THE ROOT BALL) AT TIME OF PLANTING.
 - ORNAMENTAL TREES ARE TO BE A MINIMUM OF 1-1/2" CALIPER (MEASURED SIX INCHES ABOVE THE ROOT BALL) AT TIME OF PLANTING.
 - EVERGREEN TREES ARE TO BE A MINIMUM OF SIX FEET TALL AT TIME OF PLANTING.
 - DECIDUOUS AND EVERGREEN SHRUBS NEXT TO PARKING AREAS ARE TO BE A MINIMUM HEIGHT OF 18" AT THE TIME OF PLANTING. GENERALLY A 5 GALLON CONTAINER MEETS THIS REQUIREMENT. THE CONTRACTOR CAN ADJUST THE SIZE OF THE CONTAINER AS LONG AS THE HEIGHT REQUIREMENT IS MET AT THE TIME OF PLANTING.
 - CONTRACTOR TO NOTIFY LANDSCAPE ARCHITECT IF ANY SITE CONSTRUCTION AREAS (OTHER THAN RETAINING WALL AREA IDENTIFIED ON THE PLAN) CONSIST OF SLOPES STEEPER THAN 2H:1V (2 FEET HORIZONTAL & 1 FOOT VERTICAL).

APPROVED
By Dennis Workman at 4:23 pm, Mar 14, 2019



PLANNING, LANDSCAPE ARCHITECTURE & SITE DESIGN SERVICES
12450 SOUTH 300 EAST, SUITE 100
DRAPER, UT 84020
PHONE: 801.641.7464
www.foresitedesigngroup.com

Foresite
Design Group, L.C.

PESSOA OFFICE BUILDING
LANDSCAPE PLAN
12450 SOUTH 300 EAST DRAPER, UT 84020

SHEET:
L-1
FILE NAME: SCALE:
FDG-182 1"=20'

LICENS. LANDSCAPE ARCHITECT
DAN C. MATT
No. 106248
11/12/18

DESIGNER: DCM
PROJECT PROFESSIONAL: DCM

Exhibit D
Office Site Concept Plan for Improvements

Draper Smiles Concept:





MEMO



To: City Council

From: Nicole Smedley, City Recorder

Date: 2026-01-06

Re: Approve the December 16, 2025 City Council Meeting Minutes

Comments:

Attached for your review and approval are the City Council Meeting minutes from December 16, 2025.

ATTACHMENTS:

[12-16-25 Draft City Council Meeting Minutes.pdf](#)

MINUTES OF THE DRAPER CITY COUNCIL MEETING HELD ON TUESDAY, DECEMBER 16, 2025, 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 Marsha Vawdrey

EXCUSED: Councilmember Mike Green

STAFF: Mike Barker, City Manager; Rich Ferguson, Chief of Police; Traci Gundersen, City Attorney; Jennifer Jastremsky, Community Development Director; Robert Markle, Public Works Deputy Director and Engineer; Rhett Ogden, Parks and Recreation Director; Derek Orth, Human Resource Director; Linda Peterson, Communications Director; Nicole Smedley, City Recorder; Clint Smith, Fire Chief; Jake Sorensen, Network Manager; and John Vuyk, Finance Director

Study Session

Closed Meeting

The council did not convene in a closed meeting.

Discussion: City Newsletter Survey Results

Alex Getts, Senior Communications Specialist, presented the results of a Council-requested survey regarding the city newsletter. He reported that the cost of producing and distributing the newsletter had increased significantly in recent years and was expected to continue increasing. He stated that the survey was included in the most recent newsletter issue and that more than 70% of respondents supported the concept of a primarily online newsletter. He reported that staff's primary concern with an online-only format was accessibility for residents unable to use digital platforms. He recommended maintaining a limited number of printed copies at designated locations and stated that Meals on Wheels volunteers had indicated a willingness to deliver printed copies to homebound residents. He reported that a print run of 500 copies would cost approximately \$5,358 annually.

The Council and staff discussed potential locations where printed copies of the newsletter could be made available, including the library and senior center. In response to a question from Councilmember F. Lowry, staff stated that the current annual cost to produce and mail the six-issue newsletter was approximately \$55,000.

Councilmember T. Lowery stated that the city had become effective at communicating with residents and noted that eliminating the mailed newsletter would remove one communication modality. Councilmembers T. Lowery and F. Lowry stated that they were personally more likely to read the newsletter in printed form. Councilmember T. Lowery stated that she knew of residents who did read the newsletter in its current format. Councilmember F. Lowry suggested including a summary or outline of the newsletter in the utility bill, with a link directing residents to the full digital version.

Councilmember F. Lowry suggested reducing the number of mailed newsletters from six to four per year. Staff stated that reducing the number of issues could create challenges in keeping information timely and noted that producing six issues allowed the Mayor and each Councilmember an opportunity to share a message with residents annually.

Councilmembers Vawdrey, T. Lowery, and F. Lowry expressed support for maintaining the current newsletter format. Councilmember Johnson expressed support for a hybrid approach.

Discussion: Timoney Road Sidewalks and Trees

Public Works Deputy Director and Engineer Robert Markle explained that, as part of the Safe Sidewalk Program, staff marks trees that cause damage to sidewalks and require removal. He stated that during this process, staff identified a neighborhood with a high number of qualifying trees and that removing them would significantly alter the neighborhood's appearance and character. He reported that staff proposed a process under which property owners would be given two options: removal by the City at the City's expense, or acceptance of a city waiver of liability. He stated that under the waiver option, the property owner could retain the tree but would assume all associated risk, and the risk agreement would be recorded with the property. Mr. Markle said staff would bring back a proposed policy for consideration in January.

Report: New Positions

Parks and Recreation Director Rhett Ogden thanked the Council for approving a new trails and open space position. City Manager Mike Barker reported that the new Custodial Supervisor position had been successful.

Council/Manager Reports

City Committees and Staff Communication

Councilmember Johnson stated that she had met with the Chair and Vice Chair of the Tree Committee regarding concerns related to communication with staff. She suggested scheduling a future Council discussion focused on City committees and their relationship with staff.

Combining the Special Events Arena Committee and Community Engagement Committees

Councilmember F. Lowry stated that he did not believe current members of the Special Events Committee or the Community Engagement Committee would object to combining the two committees, but noted that the eleven-member limit could create complications. Councilmember Johnson suggested that interested members of both committees reapply so the Council could determine how many wished to continue serving.

Proposed Development Near Riverton City Border

Mayor Walker presented a map of Draper along the border with Riverton City and stated that Salt Lake County had proposed developing property for first-time homebuyer housing. He reported that the County was interested in discussing with the City Council what types of development Draper would prefer to see. The Council discussed the subject area and potential access considerations. Community Development Director Jen Jastremsky stated that development would be challenging due to existing wetlands and wildlife. Councilmembers T. Lowery and F. Lowry commented on the high-water levels and expressed a preference for the land to remain open space. Mayor Walker stated that he would communicate the Council's concerns and preferences to County representatives.

Business Session

1. **Call to Order by Mayor Troy K. Walker**
2. **Pledge of Allegiance led by Fire Chief Smith**
3. **Recognition: Police Department Christmas Card Finalists**
Chief Ferguson recognized finalists in the 2025 Police Department Christmas Card competition: Rayna Hall, 3rd Place Winner; Liam Cook, 2nd Place Winner; and Zuri Jensen, 1st Place Winner.

4. Public Comments

Ronald Smith, a Draper resident, stated that he had submitted a petition to the Council signed by 36 Parkstone residents requesting reconsideration of garbage hauling rates for their street. He stated that Parkstone residents were age 55 and older, with many living on fixed incomes. He reported that he had spoken with a representative from Ace, who indicated that there were no conditions on Parkstone that created issues for garbage collection.

Vivian Gubler, a Draper resident, expressed concern regarding the increase in garbage collection rates for Parkstone residents. She stated that Parkstone residents had historically paid the same garbage collection rates as other Draper residents. She acknowledged that some private roads in Draper presented challenges for garbage collection, but stated that Parkstone was not among them. She stated that she felt her street had been singled out and requested that Parkstone be treated the same as other streets and continue to receive the same level of service it had previously received.

5. Consent Items

- 5.a Approve the December 02, 2025 City Council Meeting Minutes
- 5.b Approve Resolution #25-76 adopting a Data Privacy Policy
- 5.c Approve Resolution #25-77 reappointing David Hales and Jordan Putnam as members of the Draper City Historic Preservation Commission
- 5.d Approve Resolution #25-78 reappointing John Maack as a member of the Draper City Parks, Trails, and Recreation Committee
- 5.e Approve Resolution #25-79 establishing the regular meeting schedule for the City Council, Planning Commission, subordinate bodies, and committees for the year 2026
- 5.f Approve Resolution #25-80 approving City Council Assignments for 2026
- 5.g Approve Resolution #25-81 electing Bryn Heather Johnson to serve as the Mayor Pro Tempore for the year 2026

Councilmember Vawdrey moved to approve the Consent Agenda.
Councilmember T. Lowery seconded the motion.

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

	Yes	No	Absent
Councilmember Green			Excused
Councilmember Johnson	X		

Councilmember T. Lowery	X
Councilmember F. Lowry	X
Councilmember Vawdrey	X

6. Items for Council Consideration

6.a Public Hearing: Ordinances #1688 and #1689 amending the Official Land Use Map and amending the Official Zoning Map of Draper City for approximately 17.88 acres of property located at approximately 13782 S. 300 E, known as the Bangerter Crossroads Land Use Map and Zoning Map Amendments

Planning Manager Todd Draper stated that the current land use map showed portions of the subject property designated as Medium Residential Density, Low-Medium Residential Density, and Office Service. He stated that the existing zoning for the entire area was RA-1. He explained that the request was to amend the zoning and land use designation to Regional Commercial (CR).

Mr. Draper stated that the Planning Commission had reviewed the request and forwarded a negative recommendation, with a suggestion that any approval include a development agreement addressing potential building height, landscape buffers, and street improvements. He reported that staff prepared a proposed ordinance that included a delayed timeline for effectiveness, as follows:

- Application for a development agreement no later than December 29, 2025
- A fully executed and recorded development agreement on or before May 7, 2026
- The ordinance would become null and void on May 8, 2026, if the development agreement was not recorded by May 7, 2026

Dwayne Rasmussen, representing Tom Lloyd, the property owner, stated that State Road funds had been secured for construction of off-site improvements. He presented an improvement summary from a traffic study for the 13700 South Bangerter Parkway Shopping Center. He stated that he hoped the Council would approve the requests conditioned upon a development agreement and referenced elements that would need to be addressed within a development agreement.

Mayor Walked opened the public hearing.

Rosemary Thomas, Draper resident, stated that she lived east of the proposed development and was not opposed to growth, but felt the proposal did not align with the existing development pattern in the surrounding area. She stated that 300 East had become an increasingly busy residential street and that adding access from the proposed development would exacerbate existing issues. She expressed concerns related to safety and neighborhood livability and stated that if commercial development were approved, the berm and buffer should be substantial, permanent, and enforceable. She requested that the Council not consider granting development access to 300 East, either now or in the future.

Christina Kesler Day, Draper resident, stated that she had lived near 300 East for many years and recalled when the area was largely undeveloped. She stated that she built her home in the neighborhood with the understanding that the property across 300 East was zoned for residential use and that she had consistently advocated for it to remain zoned for housing. She stated that she believed the City had a responsibility to uphold prior representations regarding zoning and noted that past Council members had supported neighborhood residents. She stated that ingress and egress onto 300 East would not be compatible with the neighborhood and asserted that the property owner was aware of the residential zoning at the time of purchase. She expressed concern that approving such access would negatively impact residents and the neighborhood.

Gus Bernardo, Draper resident, said his property bordered the property in question. He said he agreed with concerns expressed by Ms. Day and Ms. Thomas, and said he wrote a letter to the Council and Mayor about his concerns. Mr. Bernardo asked the Council to consider the concerns expressed.

Robbie Stagg, Draper resident, said his property backed up to the subject property. He said his biggest concern was for potential increase in traffic with the proposed development, and concern for safety. Mr. Stagg emphasized that drivers did not pay attention to pedestrians in the 300 East intersection. He requested protection from light pollution for neighboring residents.

Matthew Smith, Draper resident, said he was not generally opposed to expansion across Bangerter Highway. He asked that the Council not approve the subject proposal for three reasons: (1) expanding commercial zoning all

the way to 300 East would permanently damage the character of surrounding neighborhoods; (2) many nearby residents were strongly opposed to any commercial property access on 300 East; and (3) approving the proposal without a development agreement and updated traffic study would be premature. He said the 2022 traffic study and 2023 update were outdated, and were based on a smaller development footprint than shown on the current proposal.

Robert James, Draper resident, said he lived in the Rockwell Condo Unit near the subject property. He said traffic in the area was often worse than had been indicated. Mr. James said the traffic measures suggested by the developer would not work. He suggested the property should be developed for residential, not business use.

Brandon Thomas, Draper resident, requested that the Council defer their vote until a development agreement was complete. He recommended the Council accept the recommendation of the Planning Commission. He said he agreed the traffic study was outdated.

Joshua Hoggard, Draper resident, said he owned a civil engineering firm and had looked over the proposed plans. He said it was his professional opinion that proposed improvements at 300 East and 13800 South were not sufficient for traffic. Mr. Hoggard said he concurred with other public comments. He said he was unable to find related improvement plans on the UDOT website, and suggested the Council hold off on making a decision.

Carolyn Phippen, a Draper resident, stated that the roads in the area were not capable of accommodating the level of traffic necessary for the proposed development to be economically viable. She stated that the City should not disregard prior plans and commitments made to residents who purchased their homes with the expectation that the surrounding property would be developed for residential use. She stated that there was no appropriate way to transition the area to the high-density commercial development being requested and asked the Council to ensure that access to the development from 300 East be prohibited.

Mayor Walker closed the public hearing.

Mr. Rasmussen stated that the levels of service presented in the traffic study were measured during peak-hour traffic and reflected a worst-case scenario. He reported that the traffic study updates were dated October and December 2025.

Councilmember Johnson asked whether the reported levels of service incorporated the December 2025 update, and Mr. Rasmussen responded that they did. Councilmember Johnson stated that she had driven through the 13800 South and Bangerter intersection earlier that evening and, based on personal observation, believed the level of service more closely aligned with an "E" rather than the reported "D." Councilmember Johnson asked whether traffic conditions on Bangerter beyond the freeway had been addressed with UDOT.

Councilmember F. Lowery referred to the projected level of service for the 13800 South Bangerter Parkway Shopping Center with proposed improvements and asked whether any additional measures could be taken to improve the rating from a "D" to a "C," rather than returning to a "D" by 2040. Mr. Rasmussen stated that he did not believe further improvements were feasible. He reported that a level of service rating of "D" was generally considered acceptable for traffic conditions. Mr. Rasmussen further stated that the projected "D" rating for 2040 accounted for the proposed development as well as anticipated population growth throughout Draper.

Councilmember F. Lowry asked staff about public comments indicating that proposed improvements were not reflected on the UDOT website. Staff responded that the improvements were not located on UDOT roadways and, therefore, would not appear on the UDOT website. Mr. Rasmussen emphasized that the proposed access on 300 East would be limited to right-in, right-out movements only. He stated that the development team would make efforts to address concerns through the development agreement and indicated a willingness to meet with residents to discuss potential options.

Responding to a question from Councilmember T. Lowery, Ms. Jastremsky stated that the proposed ordinance required the application for a development agreement to be submitted by December 29, 2025, allowing time to work on the document prior to anticipated adoption in May.

Councilmember F. Lowry emphasized that the Council would not approve a development agreement if it contained provisions to which the Council did not agree.

Councilmember F. Lowry stated that the subject property had been under discussion since he first joined the Council, with multiple development proposals previously considered and denied, including high-density residential and commercial development options.

Councilmember Vawdrey moved to approve Ordinances #1688 and #1689. Councilmember T. Lowery seconded the motion.

Councilmember Vawdrey stated that she believed the Planning Commission was correct in recommending a development agreement in conjunction with the zone change to ensure that agreed-upon conditions were addressed. She stated that it was the Council's responsibility to consider what best served the City as a whole. Councilmember Johnson stated that she agreed with the comments regarding the importance of obtaining a development agreement and working collaboratively with neighboring residents. Councilmember T. Lowery stated that she appreciated staff's approach in presenting the proposal as a tentative project contingent upon approval of a development agreement. Councilmember F. Lowry thanked the residents for providing their input and suggestions.

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

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

- 6.b Public Hearing: Ordinances #1690 and #1691 amending the Official Land Use Map and amending the official Zoning Map of Draper City for approximately 1.44 acres of property located at approximately 231 E. 13800 S, known as the Openshaw Draper 138 Land Use Map and Zoning Map Amendments

Planner Todd Draper presented the subject property located at the corner of 13800 South and Bangerter Highway using an aerial map. He explained the proposal to amend the land use designation from Community Commercial to Regional Commercial and to rezone the property from RA-1 Residential and Office Residential to the Regional Commercial (CR) Zone. Mr. Draper reviewed the permitted and conditional uses within the CR Zone and presented site photographs. He reported that the Planning Commission had reviewed the application and forwarded a unanimous negative recommendation for both the Land Use Map and Zoning Map amendments, citing concerns that a development agreement should be included to address potential building height, landscape buffering, and street improvements.

Mr. Draper stated that staff prepared a proposed ordinance providing for delayed enactment, which required an application for a development agreement to be submitted no later than December 29, 2025, and a fully executed and recorded development agreement to be completed on or before May 7, 2026. He stated that the ordinance would become null and void on May 8, 2026, if the development agreement was not recorded by May 7.

Councilmember Johnson asked about cross-access easements required in the proposed ordinance. Mr. Draper said there was limited opportunity to access the individual properties from 13800 South or Bangerter Highway, and shared access would facilitate traffic flow. He said the subject area would most likely need access to the adjoining proposed development (previous agenda item). Mr. Draper said the City would receive a portion of the subject property as part of the development agreement for planned improvements on 13800 South.

Steve Lovell, counsel for the applicant, said his client was willing to donate the right-of-way to make the project and traffic work. Mr. Lovell said his impression during the Planning Commission meeting had been positive, with the Planning Commission seeming to be in favor of commercial development on the property. He said it was his perception that the last-minute pivot of the Planning Commission had been because of the possibility that approving the subject zone change application would make it easier for the neighboring larger development they did not want to be approved. Mr. Lovell said his client was willing to enter a development agreement, but pointed out that the need for the neighboring proposed development in terms of residential buffer was different from those of the subject development.

Councilmember Johnson asked Mr. Lovell about the cross-access easements. Mr. Lovell said the two applicants presenting development agreements in the same time frame would allow the Council to help guide access and traffic flow. He emphasized the two projects would have different challenges, and said he wanted to make sure the development agreement for the subject project did not mirror development agreement requirements for the larger neighboring project.

Mayor Walker opened the public hearing.

Christina Kesler Day, Draper resident, acknowledged that the subject project would need access to 13800 South, but commented that another access would add to existing traffic issues. She said the Planning Commission was savvy in recognizing a connectivity issue. Ms. Day said she had nothing against the owner of the subject property, and said she did not want to thwart what they were trying to do, but emphasized there was a connectivity issue with Mr. Lloyd's property. She said she hoped the Council would take the traffic issues into consideration.

Kayla Kesler, Draper resident, said the home in which she lived was the only home that had to get in and out on 13800 South at the subject location. She expressed concern with the proposed location of the access point next to the residential property. Ms. Kesler expressed concern for safety of kids in the area with worsening traffic.

Robbie Stagg, a Draper resident, stated that whichever of the two projects was constructed first would be responsible for building the access, which would then be shared. They emphasized that the proposed access would further back up traffic on 300 East.

Matthew Smith, Draper resident, said he agreed with comments about access to 300 East. He stated the subject project and the previous agenda item would absolutely be linked, and shared access should be considered.

Mayor walker closed the public hearing.

Councilmember F. Lowry moved to approve Ordinances #1690 and #1691. Councilmember Johnson seconded the motion.

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

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

6.c Public Hearing: Ordinance #1696 amending the text of Titles 9, 10, 17, and 18 of the Draper City Municipal Code related to the Geologic Hazards Ordinance known as the City Initiated Geologic Hazards Ordinance Text Amendment

Planner Todd Taylor presented proposed amendments to the Geologic Hazards Ordinance intended to improve clarity for applicants and incorporate best engineering practices. He reported that the Planning Commission had reviewed the proposed amendments and forwarded a positive recommendation to the Council.

Mayor Walker opened the public hearing and, seeing no one come forward to provide comment, closed the public hearing.

Councilmember T. Lowery moved to approve Ordinance #1696.
Councilmember Vawdrey seconded the motion.

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

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

7. Action Items

7.a Approve Resolution #25-74 adopting the Geotechnical Engineering Standards for Draper City

7.b Approve Resolution #25-75 expressing Draper City's intent to adjust its common municipal boundaries with Highland City affecting parcels 11:017:0157 and 35:544:0050 authorizing and scheduling a public hearing and providing for notice thereof

7.c Approve Ordinance #1695 establishing the Wildland Interface Area

Councilmember T. Lowery moved to approve Resolution #25-74, Resolution #25-75, and Ordinance #1695. Councilmember Vawdrey seconded the motion.

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

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

8. Adjournment

Mayor Walker acknowledged that the meeting marked Councilmember Vawdrey's final meeting as a member of the City Council and expressed appreciation for her years of service to Draper City. The Council paused for photographs.

Councilmember Vawdrey moved to adjourn the meeting. Councilmember Johnson seconded the motion, which passed by unanimous vote.

The meeting adjourned at 8:47 pm.

MEMO



To: City Council
From: Rhett Ogden, Parks and Recreation Director
Date: 2026-01-06
Re: Approve Resolution #26-01

Comments:

Attached are a resolution and an agreement authorizing the mayor to execute an agreement with Salt Lake County Flood Control for an easement on Draper City property at Jensen Farm Park.

ATTACHMENTS:

[RES 26-01 Final combined 1-6-26.pdf](#)

RESOLUTION NO. 26-01

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT TO REALIGN A FLOOD CONTROL ACCESS EASEMENT WITH SALT LAKE COUNTY FLOOD CONTROL.

WHEREAS, Draper City is the owner of certain real property located in Salt Lake County, State of Utah; and

WHEREAS, Salt Lake County Flood Control holds a Flood Control Access Easement across Draper City's property, as depicted on the Jensen Farms Phase 2 Subdivision Plat recorded on August 5, 2019, in the office of the Salt Lake County Recorder; and

WHEREAS, current and future development in and around Jensen Farms Park Phase II necessitates the realignment of the existing easement to facilitate Salt Lake County Flood Control's flood control maintenance activities; and

WHEREAS, Draper City finds it beneficial to enter into an agreement with Salt Lake County Flood Control to realign the existing flood control access easement, as described in the attached Flood Control Access Agreement and Exhibit A.

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

Section 1. Authorization. The City Council hereby authorizes the Mayor to execute the Agreement to Realign Flood Control Access Easement (attached hereto with Exhibit A and incorporated herein by reference) on behalf of Draper City, and directs staff to record the executed easement document (or any related release or realignment instrument) with the Salt Lake County Recorder.

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

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH,
THIS ____ DAY OF JANUARY, 2026.

DRAPER CITY

Mayor Troy K. Walker

ATTEST:

Nicole Smedley, City Recorder

VOTE TAKEN:

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

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

When Recorded Mail To:
Draper City
1020 East Pioneer Road
Draper, UT 84020

APN: 27-25-102-004

FLOOD CONTROL ACCESS EASEMENT

AGREEMENT made and entered into on the ____ day of _____ 20__ by and between Draper City, a Utah municipal corporation, as GRANTOR, and Salt Lake County, body corporate and politic of the State of Utah, as GRANTEE.

WHEREAS, Grantor is the owner of certain real property located in Salt Lake County, State of Utah.

WHEREAS, Grantee has a Flood Control Access Easement across the property of the Grantor, as depicted on the Jensen Farms Phase 2 Subdivision Plat, recorded on August 5, 2019.

WHEREAS, Grantee is desirous to realign the Flood Control Access Easement for the benefit of the Grantee across the property of the Grantor. The Easement is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter the "Easement Property"). Grantor is willing to grant such an easement and right of way upon certain terms and conditions.

THEREFORE, in consideration for the sum of TEN and 00/100 DOLLARS (\$10.00) and other good and valuable consideration paid by one to the other the receipt and sufficiency of which are hereby acknowledged and in further consideration for the mutual covenants and agreements contained herein, Grantor and Grantee hereby agree as follows:

1. GRANT OF EASEMENT. The Grantor hereby grants and conveys to the Grantee over and across the Easement Property (a) a Flood Control Access Easement for the benefit of the Grantee to allow Grantee to access, repair, construct, operate, maintain, inspect, clean, protect, and alter the Willow Creek channel and any associated flood control facilities or measures and appurtenances thereof.
2. VACATION OF EXISTING EASEMENT. The existing Flood Control Access Easement across the property of the Grantor, as depicted on the Jensen Farms Phase 2 Subdivision Plat, recorded on August 5, 2019, is hereby vacated and replaced with the easement more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter the "Easement Property")
3. APPURTENANT. It is understood and agreed that the easement and right of way granted herein shall be appurtenant to and shall run with the title to the Grantor's property.
4. INDEMNIFICATION. Grantee is a body corporate and politic of the State of Utah and by entering into this agreement, Grantee does not waive any defenses or governmental immunity under the Utah Governmental Immunity Act, Title 63G, Chapter and Utah Code Ann. (2017) as amended

(the "Act"). Nothing contained in this Agreement shall be construed to increase Grantee's liability to third parties beyond that set forth in the Act. Subject to the foregoing, and except to the extent due to the gross negligence or willful misconduct of the Grantor, Grantee will, to the extent it is consistent with the terms of the Act, indemnify Grantor from and against all damages, claims, losses, costs, expenses, or other liabilities that arise by reason of use of the Easement, the Easement Area, or any other portion of the property by the Grantee.

5. NO INTERFERENCE. At all times, the Easement Property shall be kept free and open and neither Grantor nor Grantee shall prohibit or attempt to prohibit the use of the Easement Property by the other for purposes herein described. No improvements, barriers, structures, or other obstructions shall be placed, installed, constructed, or located on the Easement Property which shall prevent or interfere with either the Grantor's or the Grantee's use of the Easement Property. The Grantor may install removable bollards or restriction gates to prevent public vehicular access to the trail. Such action shall not be done in a manner to interfere with Grantee's use of the Easement Property.
6. MAINTENANCE. It is understood by both parties that maintenance of the Easement property will remain the responsibility of the Grantor, including vegetation control, surface damage, erosion, etc. If the Grantor establishes pavement, vegetation, landscaping, ground cover, or other improvements in the Easement area, Grantee will not be responsible for incidental damages to such improvements due to the Grantee's use of the Easement. The Grantor hereby agrees that as long as Grantee takes good faith efforts to protect improvements (use of rubber tire equipment, place construction mats/steel plates, etc.), the Grantor will not require the Grantee to repair any damage to Grantor's improvements, which should be minor.
7. NOTICE and TIMING. The Grantee shall provide the Grantor written notice at least 3 working days before accessing the easement for maintenance purposes. In the case of an emergency, the Grantee shall give as much notice as is reasonable under the circumstances.
8. SUCCESSORS AND ASSIGNS. The easement and right of way created hereby and the terms hereof shall inure to the benefit of and shall be binding upon the Grantor and the Grantee and their respective heirs, personal representatives, successors and/or assigns.

IN WITNESS WHEREOF, the Grantor has executed this Agreement in Draper, Utah on the day and year first written above.

GRANTOR:

By: _____

Name: _____

Its: _____

GRANTEE:

SALT LAKE COUNTY,

A body corporate and politic of the State of Utah

By: _____

Mayor or Designee

STATE OF UTAH)

)ss.

COUNTY OF SALT LAKE)

On the ____ day of _____ 20____, personally appeared before me
_____ a signer of the foregoing instrument, who duly acknowledged to
me that he executed the same in his capacity as the _____ of

NOTARY PUBLIC

STATE OF UTAH)

:ss.

COUNTY OF SALT LAKE)

On the ____ day of _____ 20____, personally appeared before me, who being duly sworn, did
say that s/he is the _____ of Salt Lake County Office of Mayor, and that
the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

WITNESS my hand and official stamp the date in this certificate first above written:

My Commission Expires _____

NOTARY PUBLIC _____ State of _____

Exhibit "A"

Jenson Farms Phase 4

Access Easement across Draper City Property (27-25-102-004)

Beginning at a point being on the northerly boundary line of Parcel B of Jenson Farms Phase 2 Subdivision, recorded March 5, 2019 as Entry No. 12944108 in Book 2019P at Page 77 in the Office of the Salt Lake County Recorded, said point also being South 00°05'01" East 177.98 feet along the section line and East 1,044.06 feet from the Northwest Corner of Section 25, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running

thence North 89°53'20" East 20.00 feet along said northerly boundary line to the northeast corner of said Parcel B;

thence South 1°11'10" East 226.23 feet along the easterly boundary line of said Parcel B;

thence Southwesterly 15.92 feet along the arc of a 510.00 foot radius curve to the right (center bears North 86°45'21" West and the chord bears South 4°08'18" West 15.92 feet with a central angle of 1°47'17");

thence Southwesterly 27.17 feet along the arc of a 174.27 foot radius curve to the left (center bears South 84°41'05" East and the chord bears South 0°50'58" West 27.14 feet with a central angle of 8°55'55");

thence Southwesterly 57.53 feet along the arc of a 191.00 foot radius curve to the right (center bears South 86°22'49" West and the chord bears South 5°00'35" West 57.32 feet with a central angle of 17°15'31");

thence Southerly 39.92 feet along the arc of a 81.00 foot radius curve to the left (center bears South 76°21'40" East and the chord bears South 0°28'47" East 39.52 feet with a central angle of 28°14'13");

thence North 85°11'15" East 52.85 feet;

thence Easterly 34.84 feet along the arc of a 189.00 foot radius curve to the right (center bears South 4°48'45" East and the chord bears South 89°31'54" East 34.79 feet with a central angle of 10°33'41");

thence Southeasterly 67.32 feet along the arc of a 96.52 foot radius curve to the right (center bears South 5°16'41" West and the chord bears South 64°44'25" East 65.97 feet with a central angle of 39°57'47");

thence South 47°55'11" East 12.80 feet;

thence Southeasterly 52.25 feet along the arc of a 90.00 foot radius curve to the left (center bears North 42°04'49" East and the chord bears South 64°33'08" East 51.52 feet with a central angle of 33°15'54");

thence South 81°11'05" East 44.47 feet;

thence Southeasterly 72.98 feet along the arc of a 60.79 foot radius curve to the right (center bears South 8°49'57" West and the chord bears South 46°46'31" East 68.68 feet with a central angle of 68°47'03") to the easterly boundary line of said Parcel B;

thence along said easterly boundary line the following three (3) courses:

(1) South 3°28'00" West 88.83 feet;

(2) South 15°00'56" East 58.90 feet;

(3) South 82°29'41" East 3.03 feet;

thence Southwesterly 124.28 feet along the arc of a 170.00 foot radius curve to the right (center bears South 77°46'16" West and the chord bears South 8°42'50" West 121.53 feet with a central angle of 41°53'08");

thence South 28°50'53" West 68.74 feet;

thence Southwesterly 13.47 feet along the arc of a 107.80 foot radius curve to the right (center bears North 60°35'37" West and the chord bears South 32°59'06" West 13.46 feet with a central angle of 7°09'27");

thence Southwesterly 22.16 feet along the arc of a 33.15 foot radius curve to the left (center bears South 60°39'40" East and the chord bears South 10°11'22" West 21.75 feet with a central angle of 38°17'54");

thence Southeasterly 8.12 feet along the arc of a 11.00 foot radius curve to the left (center bears North 87°11'17" East and the chord bears South 23°57'01" East 7.93 feet with a central angle of 42°16'37");

thence Southeasterly 27.26 feet along the arc of a 421.56 foot radius curve to the left (center bears North 44°54'41" East and the chord bears South 46°56'28" East 27.25 feet with a central angle of 3°42'17");

thence Southeasterly 32.01 feet along the arc of a 574.89 foot radius curve to the right (center bears South 41°12'23" West and the chord bears South 47°11'54" East 32.01 feet with a central angle of 3°11'25");

thence Southeasterly 14.79 feet along the arc of a 3,193.42 foot radius curve to the right (center bears South 44°23'49" West and the chord bears South 45°28'14" East 14.79 feet with a central angle of 0°15'56");

thence Southeasterly 8.87 feet along the arc of a 1,146.54 foot radius curve to the right (center bears South 44°39'44" West and the chord bears South 45°06'58" East 8.87 feet with a central angle of 0°26'36");

thence Southeasterly 10.82 feet along the arc of a 35.71 foot radius curve to the right (center bears South 45°06'20" West and the chord bears South 36°12'52" East 10.78 feet with a central angle of 17°21'35");

thence Southeasterly 18.38 feet along the arc of a 109.71 foot radius curve to the right (center bears South 62°27'55" West and the chord bears South 22°44'12" East 18.35 feet with a central angle of 9°35'46");

thence South 19°09'03" East 48.19 feet;

thence South 19°16'29" East 57.95 feet;

thence South 4°23'00" East 4.85 feet;

thence South 19°53'04" East 34.65 feet;

thence South 22°31'34" East 4.69 feet;

thence South 24°19'55" East 18.10 feet;

thence Southeasterly 14.79 feet along the arc of a 31.25 foot radius curve to the left (center bears North 65°40'05" East and the chord bears South 37°53'46" East 14.66 feet with a central angle of 27°07'43");

thence Southeasterly 14.33 feet along the arc of a 86.50 foot radius curve to the left (center bears North 38°32'23" East and the chord bears South 56°12'27" East 14.32 feet with a central angle of 9°29'39");

thence South 59°18'24" East 7.86 feet;

thence Easterly 22.06 feet along the arc of a 41.60 foot radius curve to the left (center bears North 31°43'30" East and the chord bears South 73°28'04" East 21.80 feet with a central angle of 30°23'08");

thence Easterly 19.23 feet along the arc of a 924.52 foot radius curve to the left (center bears North 3°25'55" West and the chord bears North 85°58'21" East 19.23 feet with a central angle of 1°11'30");

thence North 84°53'10" East 15.42 feet;

thence Southeasterly 9.84 feet along the arc of a 41.50 foot radius curve to the right (center bears South 5°21'39" East and the chord bears South 88°34'14" East 9.81 feet with a central angle of 13°34'49");

thence Southeasterly 58.40 feet along the arc of a 41.50 foot radius curve to the right (center bears South 8°13'11" West and the chord bears South 41°27'52" East 53.70 feet with a central angle of 80°37'55");

thence South 1°08'54" East 3.78 feet to the southerly boundary line of said Parcel B;

thence South 89°52'47" West 20.00 feet along said southerly boundary line;

thence North 1°08'54" West 3.42 feet;

thence Northwesterly 30.26 feet along the arc of a 21.50 foot radius curve to the left (center bears South 88°51'06" West and the chord bears North 41°27'52" West 27.82 feet with a central angle of 80°37'55");

thence Northwesterly 5.13 feet along the arc of a 21.50 foot radius curve to the left (center bears South 8°13'11" West and the chord bears North 88°37'07" West 5.12 feet with a central angle of 13°40'35");

thence South 84°53'10" West 15.55 feet;

thence Southwesterly 20.48 feet along the arc of a 944.52 foot radius curve to the right (center bears North 4°37'43" West and the chord bears South 85°59'34" West 20.48 feet with a central angle of 1°14'33");

thence Northwesterly 33.38 feet along the arc of a 61.60 foot radius curve to the right (center bears North 0°29'34" East and the chord bears North 73°58'59" West 32.97 feet with a central angle of 31°02'54");

thence North 59°18'24" West 7.42 feet;

thence Northwesterly 17.35 feet along the arc of a 106.50 foot radius curve to the right (center bears North 29°12'30" East and the chord bears North 56°07'34" West 17.33 feet with a central angle of 9°19'53");

thence Northwesterly 24.26 feet along the arc of a 51.25 foot radius curve to the right (center bears North 38°32'23" East and the chord bears North 37°53'46" West 24.04 feet with a central angle of 27°07'43");

thence North 24°19'55" West 18.42 feet;

thence North 22°31'34" West 5.47 feet;

thence North 19°53'04" West 37.83 feet;

thence North 4°23'00" West 4.96 feet;

thence North 19°16'29" West 55.36 feet;

thence North 19°09'03" West 48.43 feet;

thence Northwesterly 15.23 feet along the arc of a 89.71 foot radius curve to the left (center bears South 72°11'24" West and the chord bears North 22°40'21" West 15.21 feet with a central angle of 9°43'28");

thence Northwesterly 4.76 feet along the arc of a 15.71 foot radius curve to the left (center bears South 62°27'55" West and the chord bears North 36°12'52" West 4.74 feet with a central angle of 17°21'35");

thence Northwesterly 8.72 feet along the arc of a 1,126.54 foot radius curve to the left (center bears South 45°06'20" West and the chord bears North 45°06'58" West 8.72 feet with a central angle of 0°26'36");

thence Northwesterly 14.70 feet along the arc of a 3,173.42 foot radius curve to the left (center bears South 44°39'44" West and the chord bears North 45°28'14" West 14.70 feet with a central angle of 0°15'56");

thence Northwesterly 30.90 feet along the arc of a 554.89 foot radius curve to the left (center bears South 44°23'49" West and the chord bears North 47°11'54" West 30.89 feet with a central angle of 3°11'25");

thence Northwesterly 28.55 feet along the arc of a 441.56 foot radius curve to the right (center bears North 41°12'23" East and the chord bears North 46°56'28" West 28.55 feet with a central angle of 3°42'17");

thence Northwesterly 21.65 feet along the arc of a 31.00 foot radius curve to the right (center bears North 44°54'41" East and the chord bears North 25°04'52" West 21.21 feet with a central angle of 40°00'55");

thence Northeasterly 36.08 feet along the arc of a 53.15 foot radius curve to the right (center bears North 82°02'08" East and the chord bears North 11°28'54" East 35.39 feet with a central angle of 38°53'33");

thence Northeasterly 11.93 feet along the arc of a 87.80 foot radius curve to the left (center bears North 52°45'02" West and the chord bears North 33°21'29" East 11.92 feet with a central angle of 7°46'58");

thence North 28°50'53" East 68.79 feet;

thence Northeasterly 95.93 feet along the arc of a 150.00 foot radius curve to the left (center bears North 60°17'29" West and the chord bears North 11°23'15" East 94.30 feet with a central angle of 36°38'32");

thence North 82°29'41" West 1.63 feet;

thence North 15°00'56" West 75.52 feet;

thence North 3°28'00" East 89.02 feet;

thence Northwesterly 46.46 feet along the arc of a 40.79 foot radius curve to the left (center bears South 74°05'28" West and the chord bears North 48°32'10" West 43.99 feet with a central angle of 65°15'16");

thence North 81°11'05" West 44.47 feet;

thence Northwesterly 63.86 feet along the arc of a 110.00 foot radius curve to the right (center bears North 8°48'55" East and the chord bears North 64°33'08" West 62.97 feet with a central angle of 33°15'54");

thence North 47°55'11" West 13.39 feet;

thence Northwesterly 53.97 feet along the arc of a 76.52 foot radius curve to the left (center bears South 45°37'50" West and the chord bears North 64°34'32" West 52.86 feet with a central angle of 40°24'43");

thence Westerly 31.24 feet along the arc of a 169.00 foot radius curve to the left (center bears South 5°46'40" West and the chord bears North 89°31'02" West 31.19 feet with a central angle of 10°35'25");

thence South 85°11'15" West 68.21 feet;

thence Northwesterly 66.96 feet along the arc of a 101.00 foot radius curve to the right (center bears North 65°39'22" East and the chord bears North 5°21'09" West 65.74 feet with a central angle of 37°58'58");

thence Northeasterly 51.51 feet along the arc of a 171.00 foot radius curve to the left (center bears North 76°21'41" West and the chord bears North 5°00'34" East 51.31 feet with a central angle of 17°15'31");

thence Northerly 30.23 feet along the arc of a 194.27 foot radius curve to the right (center bears North 86°23'00" East and the chord bears North 0°50'30" East 30.20 feet with a central angle of 8°55'00");

thence Northeasterly 14.48 feet along the arc of a 490.00 foot radius curve to the left (center bears North $84^{\circ}58'24''$ West and the chord bears North $4^{\circ}10'49''$ East 14.48 feet with a central angle of $1^{\circ}41'35''$);

thence North $1^{\circ}11'10''$ West 225.82 feet to the point of beginning.

Contains 30,803 Square Feet or 0.707 Acres

811


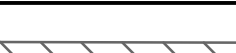


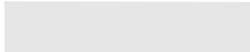

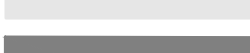


Know what's below.
Call before you dig.

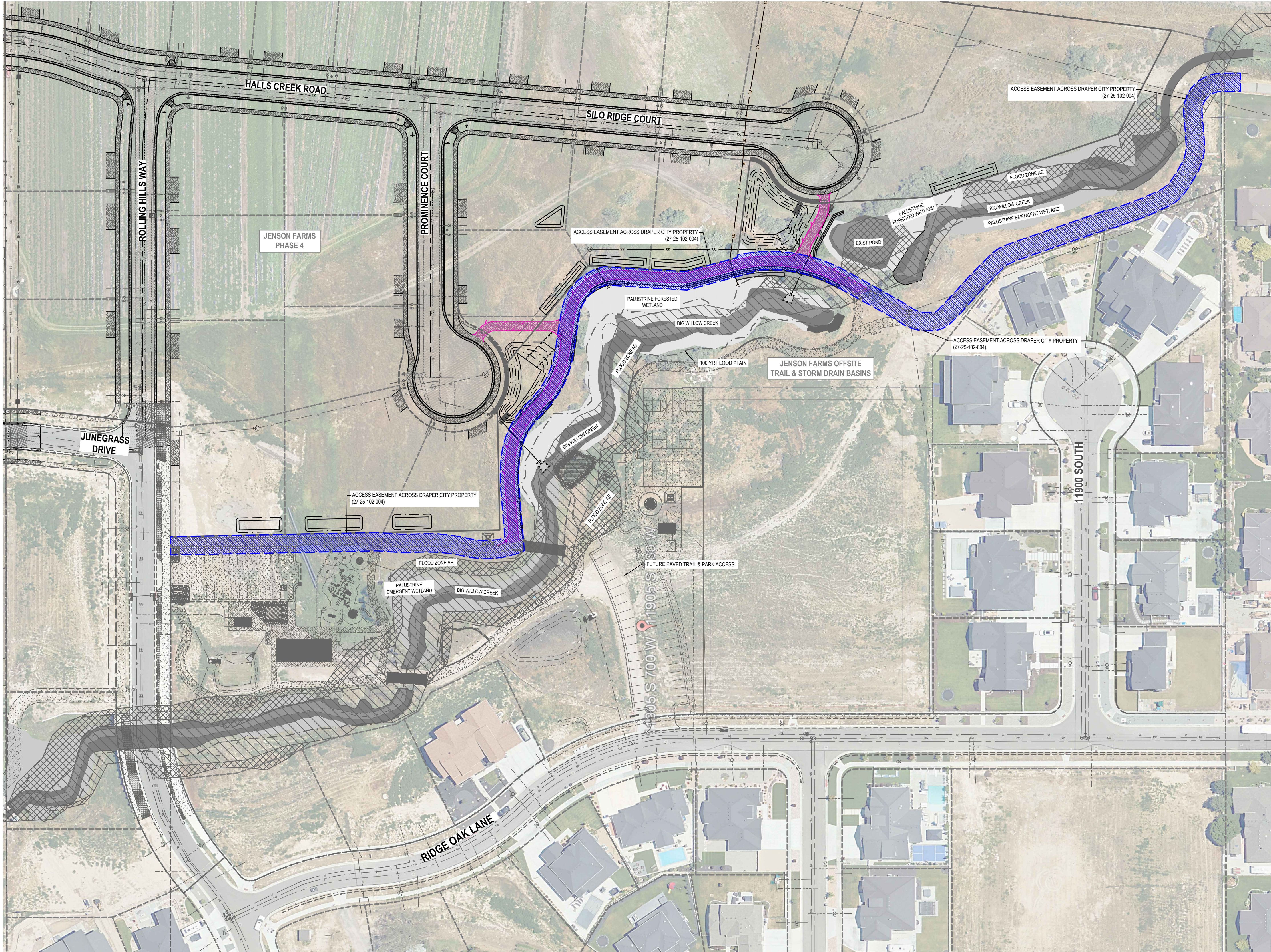
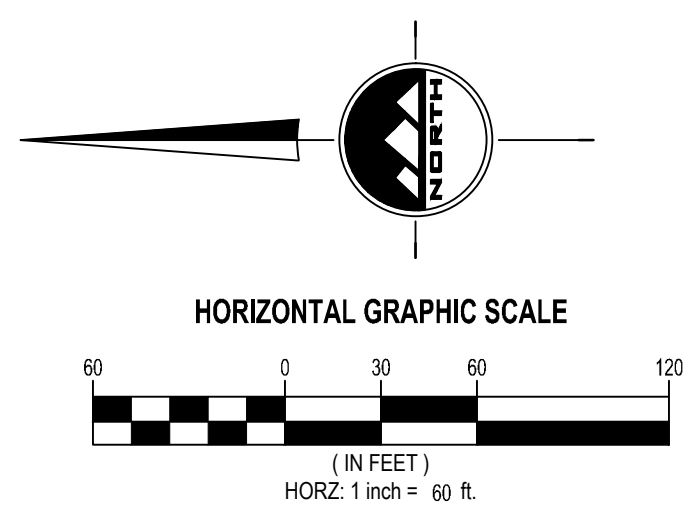
CALL BLUESTAKES
@ 811 AT LEAST 48 HOURS
PRIOR TO THE
COMMENCEMENT OF ANY
CONSTRUCTION.

BENCHMARK

NORTHWEST CORNER OF SECTION 25,
TOWNSHIP 3 SOUTH, RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN

ELEV = 4399.04'

LEGEND			
	PALUSTRINE EMERGENT WETLAND. DO NOT DISTURB ANY WETLAND AREA UNLESS OTHERWISE NOTED ON THE PLANS.		FEMA FLOOD ZONE "AE" - REGULATORY FLOODWAY
	PALUSTRINE FORESTED WETLAND. DO NOT DISTURB ANY WETLAND AREA UNLESS OTHERWISE NOTED ON THE PLANS.		FEMA FLOOD ZONE "AE" - 1% ANNUAL CHANCE FLOOD HAZARD
	OPEN WATER FROM AQUATIC RESOURCES DELINEATION, 8 NOV 2022, CIVIL ENVIRONMENTAL		CURRENT PROPOSED 10' PAVED TRAIL DESIGN
	OPEN WATER FROM TOPOGRAPHIC SURVEY, 19 DEC 2022, ENSIGN ENGINEERING.		ACCESS EASEMENT ACROSS DRAPER CITY PROPERTY (27-25-102-004)
 100-YR FLOOD PLAIN			



LEGAL DESCRIPTION

Jenson Farms Phase 4
Access Easement across Draper City Property (27-25-102-004)
Beginning at a point being on the northerly boundary line of Parcel B of Jenson Farms Phase 2, Subdivision, recorded March 5, 2019 as Entry No. 12944108 in Book 2019 Page 77 in the Office of the Salt Lake County Recorder, said point also being South 0°05'51" East 17.78 feet along the section line and East 1,044.05 feet from the Northwest Corner of Section 25, Township 3 South, Range 1 West, Salt Lake base and Meridian; and running
thence North 89°53'20" East 20.00 feet along said northerly boundary line to the northeast corner of said Parcel B;
thence South 1°12'10" East 226.23 feet along the easterly boundary line of said Parcel B;
thence Southwesterly 53.50 feet along the arc of a 430.00 foot radius curve to the right [center bears North 86°45'21" West and the chord bears South 4°08'18" West 15.92 feet with a central angle of 1°47'17"];
thence Southwesterly 27.37 feet along the arc of a 174.27 foot radius curve to the left [center bears South 84°41'05" East and the chord bears South 0°50'58" West 27.14 feet with a central angle of 8°59'55"];
thence Southwesterly 57.53 feet along the arc of a 181.00 foot radius curve to the right [center bears South 86°22'49" West and the chord bears South 5°00'53" West 57.32 feet with a central angle of 17°15'31"];
thence Southwesterly 39.92 feet along the arc of a 81.00 foot radius curve to the left [center bears South 76°21'40" East and the chord bears South 0°28'47" East 39.52 feet with a central angle of 28°14'13"];
thence North 85°11'15" East 52.85 feet;
thence Easterly 34.84 feet along the arc of a 189.00 foot radius curve to the right [center bears South 4°48'45" East and the chord bears South 89°31'54" East 34.79 feet with a central angle of 10°33'41"];
thence Southwesterly 67.32 feet along the arc of a 96.52 foot radius curve to the right [center bears North 5°16'41" West and the chord bears South 64°44'25" East 65.97 feet with a central angle of 39°57'47"];
thence South 47°55'11" East 12.80 feet;
thence Southwesterly 52.25 feet along the arc of a 90.00 foot radius curve to the left [center bears North 42°50'49" East and the chord bears South 63°33'08" East 53.32 feet with a central angle of 33°15'54"];
thence South 81°11'05" East 44.47 feet;
thence Southwesterly 72.98 feet along the arc of a 60.79 foot radius curve to the right [center bears South 8°49'57" West and the chord bears South 46°46'31" East 68.68 feet with a central angle of 68°47'07"] to the easterly boundary line of said Parcel B;
thence along said easterly boundary line the following three (3) courses:
(1) South 3°28'00" West 68.83 feet;
(2) South 15°09'56" East 58.90 feet;
(3) South 82°29'41" East 3.03 feet;
thence Southwesterly 124.26 feet along the arc of a 170.00 foot radius curve to the right [center bears South 77°46'16" West and the chord bears South 8°42'50" West 121.53 feet with a central angle of 41°43'08"];
thence South 28°50'53" East 68.74 feet;
thence Southwesterly 13.47 feet along the arc of a 107.80 foot radius curve to the right [center bears North 60°35'37" West and the chord bears South 32°59'06" West 13.46 feet with a central angle of 0°59'27"];
thence Southwesterly 22.16 feet along the arc of a 33.15 foot radius curve to the left [center bears South 60°39'40" East and the chord bears South 10°11'22" West 21.75 feet with a central angle of 38°17'54"];
thence Southwesterly 8.12 feet along the arc of a 21.00 foot radius curve to the left [center bears North 87°11'17" East and the chord bears South 33°57'01" East 7.83 feet with a central angle of 42°16'37"];
thence Southwesterly 27.26 feet along the arc of a 421.36 foot radius curve to the left [center bears North 44°54'41" East and the chord bears South 46°56'28" East 27.25 feet with a central angle of 3°42'17"];
thence Southwesterly 32.01 feet along the arc of a 574.89 foot radius curve to the right [center bears South 41°12'23" West and the chord bears South 47°11'54" East 32.01 feet with a central angle of 3°11'25"];
thence Southwesterly 14.79 feet along the arc of a 3,193.42 foot radius curve to the right [center bears South 44°23'49" West and the chord bears South 45°28'14" East 14.79 feet with a central angle of 0°15'56"];
thence Southwesterly 8.87 feet along the arc of a 1,146.54 foot radius curve to the right [center bears South 44°39'44" West and the chord bears South 45°06'58" East 8.87 feet with a central angle of 0°28'36"];
thence Southwesterly 10.82 feet along the arc of a 15.71 foot radius curve to the right [center bears South 45°06'20" West and the chord bears South 36°12'52" East 10.78 feet with a central angle of 17°21'35"];
thence Southwesterly 18.38 feet along the arc of a 109.71 foot radius curve to the right [center bears South 62°27'05" West and the chord bears South 22°48'12" East 18.35 feet with a central angle of 9°35'46"];
thence South 13°09'03" East 48.19 feet;
thence South 10°16'29" East 57.95 feet;
thence South 4°23'00" East 4.85 feet;
thence South 19°53'04" East 34.65 feet;
thence South 22°31'34" East 4.69 feet;
thence South 24°19'55" East 18.10 feet;
thence Southwesterly 14.79 feet along the arc of a 31.25 foot radius curve to the left [center bears North 65°40'05" East and the chord bears South 37°53'46" East 14.66 feet with a central angle of 2°07'43"];
thence Southwesterly 14.33 feet along the arc of a 86.50 foot radius curve to the left [center bears North 38°32'23" East and the chord bears South 56°12'27" East 14.32 feet with a central angle of 9°28'39"];
thence South 59°18'24" East 7.86 feet;
thence Easterly 2.06 feet along the arc of a 41.60 foot radius curve to the left [center bears North 31°43'30" East and the chord bears South 73°28'04" East 2.80 feet with a central angle of 30°23'08"];
thence Easterly 19.23 feet along the arc of a 934.52 foot radius curve to the left [center bears North 37°25'55" West and the chord bears North 85°58'21" East 19.23 feet with a central angle of 1°11'30"];
thence North 84°53'10" East 15.42 feet;
thence Southwesterly 9.84 feet along the arc of a 41.50 foot radius curve to the right [center bears South 57°21'39" East and the chord bears South 88°34'14" East 9.81 feet with a central angle of 13°34'49"];
thence Southwesterly 58.40 feet along the arc of a 41.50 foot radius curve to the right [center bears South 8°13'11" West and the chord bears South 41°27'52" East 53.70 feet with a central angle of 80°37'55"];
thence North 1°08'54" East 3.78 feet to the southerly boundary line of said Parcel B;
thence South 89°52'47" West 20.00 feet along said southerly boundary line;
thence North 1°08'54" West 3.41 feet;
thence Northwesterly 30.26 feet along the arc of a 21.50 foot radius curve to the left [center bears South 88°51'08" West and the chord bears North 41°27'52" West 27.82 feet with a central angle of 80°37'55"];
thence Northwesterly 5.13 feet along the arc of a 21.50 foot radius curve to the left [center bears South 87°11'11" West and the chord bears North 88°37'07" West 5.12 feet with a central angle of 13°40'35"];
thence North 84°53'10" West 15.55 feet;
thence Southwesterly 20.48 feet along the arc of a 944.52 foot radius curve to the right [center bears North 4°37'43" West and the chord bears South 85°59'34" West 20.48 feet with a central angle of 1°43'37"];
thence Northwesterly 33.38 feet along the arc of a 61.60 foot radius curve to the right [center bears North 0°23'34" East and the chord bears North 73°58'59" West 32.97 feet with a central angle of 31°02'54"];
thence North 59°18'24" West 7.42 feet;
thence Northwesterly 27.35 feet along the arc of a 106.50 foot radius curve to the right [center bears North 29°12'30" East and the chord bears North 56°07'34" West 17.33 feet with a central angle of 9°19'37"];
thence Northwesterly 24.26 feet along the arc of a 51.25 foot radius curve to the right [center bears North 38°32'23" East and the chord bears North 37°53'46" West 24.04 feet with a central angle of 27°07'43"];
thence North 24°19'55" West 18.42 feet;
thence North 22°31'34" West 5.47 feet;
thence North 19°53'04" West 37.83 feet;
thence North 4°23'00" West 4.96 feet;
thence North 19°53'04" West 48.43 feet;
thence Northwesterly 15.23 feet along the arc of a 89.71 foot radius curve to the left [center bears South 72°11'34" West and the chord bears North 22°48'12" West 15.21 feet with a central angle of 9°43'28"];
thence Northwesterly 4.76 feet along the arc of a 15.71 foot radius curve to the left [center bears South 62°27'55" West and the chord bears North 36°12'52" West 4.74 feet with a central angle of 17°21'35"];
thence Northwesterly 8.73 feet along the arc of a 1,126.54 foot radius curve to the left [center bears South 45°06'20" West and the chord bears North 45°06'58" West 8.72 feet with a central angle of 0°26'36"];
thence Northwesterly 14.70 feet along the arc of a 3,173.42 foot radius curve to the left [center bears South 44°39'44" West and the chord bears North 45°28'14" West 14.70 feet with a central angle of 0°15'56"];
thence Northwesterly 30.90 feet along the arc of a 554.89 foot radius curve to the left [center bears South 44°23'49" West and the chord bears North 47°11'54" West 30.89 feet with a central angle of 9°11'25"];
thence Northwesterly 28.55 feet along the arc of a 441.56 foot radius curve to the right [center bears North 41°12'23" East and the chord bears North 46°56'28" West 28.55 feet with a central angle of 3°42'17"];
thence Northwesterly 21.65 feet along the arc of a 31.00 foot radius curve to the right [center bears North 44°54'41" East and the chord bears North 25°04'52" West 21.21 feet with a central angle of 40°00'55"];
thence Northwesterly 30.08 feet along the arc of a 53.15 foot radius curve to the right [center bears North 82°02'08" West and the chord bears North 17°28'34" East 35.30 feet with a central angle of 38°53'33"];
thence Northwesterly 11.93 feet along the arc of a 97.80 foot radius curve to the left [center bears North 52°45'02" West and the chord bears North 33°21'29" East 11.92 feet with a central angle of 7°46'58"];
thence North 28°50'53" East 68.79 feet;
thence Northwesterly 95.93 feet along the arc of a 150.00 foot radius curve to the left [center bears North 60°17'29" West and the chord bears North 11°23'15" East 94.30 feet with a central angle of 36°38'37"];
thence North 82°29'41" West 1.63 feet;
thence North 15°09'56" West 75.52 feet;
thence North 37°28'00" East 89.02 feet;
thence Northwesterly 46.46 feet along the arc of a 40.79 foot radius curve to the left [center bears South 74°52'28" West and the chord bears North 48°32'20" West 43.99 feet with a central angle of 65°15'16"];
thence North 81°11'05" West 44.47 feet;
thence Northwesterly 63.86 feet along the arc of a 110.00 foot radius curve to the right [center bears North 8°48'55" East and the chord bears North 64°33'08" West 62.97 feet with a central angle of 33°15'54"];
thence North 47°55'11" West 13.39 feet;
thence Northwesterly 53.97 feet along the arc of a 76.52 foot radius curve to the left [center bears South 45°17'50" West and the chord bears North 64°34'32" West 52.86 feet with a central angle of 40°24'43"];
thence Westerly 31.24 feet along the arc of a 169.00 foot radius curve to the left [center bears South 5°46'40" West and the chord bears North 89°31'02" West 31.19 feet with a central angle of 10°35'23"];
thence South 85°11'15" West 68.21 feet;
thence Northwesterly 66.90 feet along the arc of a 101.00 foot radius curve to the right [center bears North 65°39'22" East and the chord bears North 57°21'09" West 65.74 feet with a central angle of 37°58'58"];
thence Northwesterly 51.55 feet along the arc of a 171.00 foot radius curve to the left [center bears North 76°21'41" West and the chord bears North 57°00'34" East 51.31 feet with a central angle of 17°15'31"];
thence Northwesterly 30.23 feet along the arc of a 194.27 foot radius curve to the right [center bears North 86°23'00" East and the chord bears North 0°50'30" East 30.20 feet with a central angle of 8°55'00"];
thence Northwesterly 14.48 feet along the arc of a 490.00 foot radius curve to the left [center bears North 84°58'24" West and the chord bears North 4°10'49" East 14.48 feet with a central angle of 1°41'35"];
thence North 1°11'10" West 25.82 feet to the point of beginning.

Contains 30,803 Square Feet or 0.707 Acres

THE STANDARD IN ENGINEERING

SANDY

45 W 10000 S, Suite 500
Sandy, UT 84070
Phone: 801.255.0529

LAYTON

Phone: 801.547.1100

TOOELE

Phone: 435.843.3590

CEDAR CITY

Phone: 435.865.1453

RICHFIELD

Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:

IVORY HOMES
978 EAST WOODOAK LANE
DRAPER, UTAH

CONTACT:

PETER GAMVROUSAS
PHONE: 801-747-7000

JENSON FARMS PHASE 4
OFFSITE TRAIL & STORM DRAIN BASINS
11905 SOUTH 700 WEST
DRAPER, UTAH

MAINTENANCE ACCESS
EXHIBIT

PROJECT NUMBER 7074M	PRINT DATE 2025-11-11
PROJECT MANAGER ROE	DESIGNED BY BAC

EX-100

MEMO



To: City Council

From:

Date: 2026-01-06

Re: Approve Resolution #26-02

Comments:

ATTACHMENTS:

[Resolution 26-02 Tree Retention Indemnity and Assumption of Risk Agreement.pdf](#)

RESOLUTION NO. 26-02

A RESOLUTION OF THE DRAPER CITY COUNCIL ADOPTING A TREE RETENTION , INDEMNITY, AND ASSUMPTION OF RISK AGREEMENT FOR RESIDENTS WHO ELECT TO RETAIN A STREET TREE AFTER NOTICE THAT THE TREE IS CAUSING DAMAGE TO THE RIGHT OF WAY

WHEREAS, Draper City is responsible for maintaining public sidewalks and park strips within the public right-of-way to ensure public safety, accessibility, and compliance with applicable laws, including the Americans with Disabilities Act (ADA); and

WHEREAS, Certain street trees located in park strips adjacent to residential properties have caused, or may cause, damage to sidewalks, creating tripping hazards and accessibility barriers; and

WHEREAS, Draper City Public Works Department may determine that removal of a street tree is necessary to prevent or remedy sidewalk damage and to protect the health, safety, and welfare of the public; and

WHEREAS, Some residents have requested to retain such street trees despite being informed by Draper City Public Works that the tree is causing sidewalk damage and should be removed; and

WHEREAS, The City desires to allow residents, under limited circumstances, to retain such trees while protecting the City from liability and ensuring continued public safety;

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

Section 1. Adoption of Agreement. Draper City hereby adopts a policy allowing residents to retain a street tree located in the park strip after notice from Draper City Public Works that the tree is causing damage to the sidewalk, provided the resident executes a written **Tree Retention, Release, Indemnity, and Assumption of Risk Agreement** in a form approved by the City Attorney hereby attached as Exhibit "A".

Section 2. Conditions of Retention. Retention of a street tree under this policy shall be subject to the following conditions:

1. The resident shall acknowledge that severing the tree's roots to repair the sidewalk will likely cause significant stress to the tree and may result in one or more of the following: gradual decline and death of the tree, structural instability, increased risk of windthrow or limb failure, and/or future root regrowth that will again damage the sidewalk.
2. The resident shall assume all risks associated with root pruning and the continued presence of the tree, including but not limited to:
 - a. Death or decline of the tree,
 - b. Personal injury or property damage caused by falling limbs, trunk failure, or uprooting,
 - c. Future damage to the public sidewalk and any repair costs the City may assess against me,
 - d. All costs of future tree removal, stump grinding, and sidewalk repairs.
3. The resident shall acknowledge that if the tree dies, becomes hazardous, or must be removed for any reason, they will be responsible to remove the tree, stump, and all major roots at their expense within thirty (30) days of written notice from the City. If they fail to do so, the City may remove the tree and bill the resident for all costs incurred, which shall become a lien against the property if unpaid.
4. The resident shall agree to fully and forever release, discharge, and covenant not to sue Draper City, its elected and appointed officials, officers, employees, agents, volunteers, and contractors from any and all claims, liabilities, demands, damages, costs (including attorney fees), or causes of action of any kind arising out of or related to the root pruning, the condition or failure of the tree, or any damage caused by the tree now or in the future.
5. The resident shall agree to to defend (with legal counsel reasonably acceptable to the City), indemnify, and hold harmless Draper City and the persons and entities listed in paragraph 3 from any claims, lawsuits, judgments, or liabilities brought by third parties arising from the continued presence, condition, or failure of the tree after root pruning.

Section 3. No Vested Right. Execution of a waiver under this policy shall not create a vested right to permanently retain the tree. Draper City retains full authority over trees within the public right-of-way and may revoke approval if necessary to protect public health, safety, or welfare.

Section 4. Effective Date. This Resolution shall take effect immediately upon passage.

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

DRAPER CITY

Mayor Troy K. Walker

ATTEST:

Nicole Smedley, City Recorder

VOTE TAKEN:

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

YES	NO	ABSENT
___	___	___
___	___	___
___	___	___
___	___	___
___	___	___
___	___	___

Exhibit A
(This page intentionally left blank)

TREE RETENTION, RELEASE, INDEMNITY, AND ASSUMPTION OF RISK AGREEMENT

Property Address: _____

Tree Location: Park strip/right-of-way adjacent to public sidewalk (see attached photo)

I/We, the undersigned owner(s) of the above property, in consideration of Draper City ("City") agreeing to my/our request to retain the tree instead of removing it, hereby acknowledge and agree as follows:

1. I understand that severing the tree's roots to repair the sidewalk will likely cause significant stress to the tree and may result in one or more of the following: gradual decline and death of the tree, structural instability, increased risk of windthrow or limb failure, and/or future root regrowth that will again damage the sidewalk.
2. I voluntarily assume all risks associated with root pruning/severing and the continued presence of the tree, including but not limited to:
 - **Death or decline of the tree,**
 - **Personal injury or property damage caused by falling limbs, trunk failure, or uprooting,**
 - **Future damage to the public sidewalk and any repair costs the City may assess against me,**
 - **All costs of future tree removal, stump grinding, and sidewalk repairs.**
3. On behalf of myself, my heirs, successors, assigns, guests, and anyone claiming through me, I hereby fully and forever release, discharge, and covenant not to sue Draper City, its elected and appointed officials, officers, employees, agents, volunteers, and contractors from any and all claims, liabilities, demands, damages, costs (including attorney fees), or causes of action of any kind arising out of or related to the root pruning/severing, the condition or failure of the tree, or any damage caused by the tree now or in the future.
4. I agree to defend (with legal counsel reasonably acceptable to the City), indemnify, and hold harmless Draper City and the persons and entities listed in paragraph 3 from any claims, lawsuits, judgments, or liabilities brought by third parties arising from the continued presence, condition, or failure of the tree after root pruning/severing.
5. If the tree dies, becomes hazardous, or must be removed for any reason, I agree to remove the tree, stump, and all major roots **at my sole expense within thirty (30) days of written notice from the City.** If I fail to do so, the City may remove the tree and bill me for all costs incurred, which shall become a lien against the property if unpaid.
6. This Agreement is binding upon me and my heirs, successors, and assigns and shall run with the land. Draper City shall record this Agreement in the Salt Lake County Recorder's office.

I have read this Agreement carefully, understand that I am giving up substantial legal rights, and sign it freely and voluntarily without duress.

Owner Signature: _____ Date: _____

Printed Name: _____

Co-Owner Signature (if applicable): _____ Date: _____

Printed Name: _____

ACKNOWLEDGMENT

State of Utah)

County of Salt Lake)

On this ____ day of _____, 20____, before me personally appeared the above-signed person(s), known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed above, and acknowledged that they executed this Agreement for the purposes stated herein.

NOTARY PUBLIC

MEMO



To: City Council

From:

Date: 2026-01-06

Re: Approve Resolution #26-04

Comments:

ATTACHMENTS:

[Resolution 26-04 Approval of Two Franchise Agreements.pdf](#)

RESOLUTION 26-04

A RESOLUTION OF THE DRAPER CITY COUNCIL APPROVING FRANCHISE AGREEMENTS WITH SUMMIT IG, LLC, AND FIRST DIGITAL TELECOM

WHEREAS, Utah Code 10-1-203 et seq grants the city power to enter into a franchise agreement with telecom companies; and

WHEREAS, the city is authorized to charge a fee for said franchise agreements; and

WHEREAS, franchise agreements serve the best interests of the citizens of Draper and of Utah through revenue generated and services rendered;

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

Section 1. Approval. The City Council hereby approves Resolution 26-04, agreeing to the terms contained in each of the attached franchise agreements.

Section 2. Effective Date. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, ON THE 6TH DAY OF JANUARY, 2026.

DRAPER CITY

Mayor Troy K. Walker

ATTEST:

City Recorder

VOTE TAKEN:

YES

NO

Councilmember Green

Councilmember Lowery

Councilmember Lowry

Councilmember Johnson

Councilmember Dahlin

Mayor Walker

**FRANCHISE AGREEMENT
BETWEEN DRAPER CITY AND
FIRSTDIGITAL TELECOM, LLC.**

THIS FRANCHISE AGREEMENT, made and entered into this 29 day of May, 2025, by and between **DRAPER CITY**, a municipality and political subdivision of the State of Utah, hereinafter called "City," and FirstDigital Telecom, LLC, a Utah Limited Liability Company, hereinafter called "FirstDigital." City and FirstDigital are collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, FirstDigital desires to obtain from City a franchise to lay, maintain, operate, repair, inspect, protect, install, remove, and replace fiber optic cable and other transmission and distribution structures and facilities (the "Facilities"), within the public highways, streets, roads, alleys, and rights-of-way which are within the jurisdiction and responsibility of City, together with the right of ingress and egress for FirstDigital, its officers, employees, agents, contractors and assigns to enter upon said public rights-of-way with such equipment as is necessary; and

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

WHEREAS, the City, in exercise of its management of public rights-of-way, believes that it is in the best interest of the public to provide FirstDigital a nonexclusive franchise to operate a telecommunications network in the City, and is willing to grant said franchise under the terms and conditions set forth in this Agreement to ensure that the use of the rights-of-way aligns with the City's findings regarding rights-of-way management, as outlined in Draper City DCMC 8-1-101.

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

FRANCHISE AGREEMENT AND ORDINANCE

1. Ordinance. The City has adopted the Telecommunications Systems Ordinance which is located at https://codelibrary.amlegal.com/codes/draperut/latest/draper_ut/0-0-0-29070 and is incorporated herein by reference. FirstDigital acknowledges that it has had an opportunity to read and become familiar with the Telecommunications Systems Ordinance (the "Ordinance"). The parties agree that the provisions and requirements of the Ordinance are material terms of this Agreement, and that each party hereby agrees to be contractually bound to comply with the terms of the Ordinance. The definitions in the Ordinance shall apply herein unless a different meaning is indicated.

2. Ordinance Amendments. The City reserves the right to amend the Telecommunications Systems Ordinance at any time. The City shall give FirstDigital notice and an opportunity to be

heard concerning any proposed amendment. If there is any inconsistency between FirstDigital's rights and obligations under the Ordinance as amended and this Agreement, the provisions of this Agreement shall govern during its term. Otherwise, FirstDigital agrees to comply with any such amendments.

3. Grant of Franchise. The City hereby grants, conveys, and sets over unto FirstDigital, its successors and assigns, a nonexclusive franchise to lay, maintain, operate, repair, inspect, protect, install, remove and replace the Facilities over and through the public rights-of-way, as defined in DCMC 8-1-040, , which are within the jurisdiction and responsibility of City. This franchise includes the right of ingress and egress for FirstDigital, its officers, employees, agents, contractors and assigns to enter upon said public rights-of-way with such equipment as is necessary.

4. Licenses. FirstDigital acknowledges that it has obtained the necessary approvals, licenses, or permits required by federal and state law to provide telecommunication services consistent with the provisions of this Agreement and with the Telecommunication Systems Ordinance.

5. Term. The term of the license shall be five (5) years with the option to renew the license for two additional five-year periods upon mutual agreement of the Parties, unless terminated early pursuant to this Agreement or applicable city code.

6. Compensation and Telecommunications License Tax. In alignment with the findings in DCMC 8-1-010(B) regarding compensation for the use of the rights-of-way, FirstDigital agrees to pay the City a Franchise fee as set forth in this Agreement. The obligation to pay the franchise fee shall commence on the completion date of the installation of the Facilities. Additionally, in compliance with Utah Code 10-1-403, the City may levy a municipal telecommunications license tax on FirstDigital's gross receipts from telecommunications services attributed to the municipality. The tax rate shall not exceed 3.5% of the gross receipts. FirstDigital shall be permitted to recover this tax from its customers through a separately identified charge in their billing statements. The City agrees to provide FirstDigital with written notice of any changes to the tax rate or structure at least 90 days prior to the effective date of such changes, in accordance with the statutory requirements. All municipal telecommunications license tax payments shall be made to the Utah State Tax Commission.

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

8. Application Submission and Fee. FirstDigital shall submit a completed application for the franchise to the City in accordance with DCMC 8-1-220. At the time of application submission, FirstDigital shall pay a nonrefundable application fee of five hundred dollars (\$500.00) to offset the City's cost to review this application, as specified in DCMC 8-1-120.

9. Construction and Location. The Facilities shall be installed at locations determined in accordance with plans, specifications and maps prepared, or caused to be prepared, by FirstDigital. Prior to performing any work in the rights-of-way, FirstDigital shall apply for an encroachment permit, or other applicable City permit, as required by DCMC 8-1-250. Upon compliance with this Agreement and applicable permit requirements, a permit shall issue from City to FirstDigital's contractor, allowing said contractor to proceed with the work in accordance with the terms of this Agreement and the permit. Following completion of construction, as-built drawings shall be submitted to the City. All applicable regulations and permits of City shall be fully complied with by the contractor.

10. Underground Installation. FirstDigital expressly agrees to install and maintain all Facilities in accordance with City ordinances regarding the undergrounding of utility lines as per DCMC 8-1-040 or as subsequently amended during the term of this Agreement. Nothing herein shall require FirstDigital to convert existing overhead facilities to underground facilities until and unless other similarly situated providers in the same location are required to do so.

11. Protection of Traffic During Construction. FirstDigital shall require its contractor to minimize interference or interruption with the City regarding traffic management and to implement reasonable measures for public safety during construction. FirstDigital's contractor shall hold City harmless from any and all liabilities arising from said construction commenced under the terms of this Agreement.

12. Compaction of Backfill. The backfilling of any trench within the paved portion of the street, the shoulders thereof, or the portion under or intersecting the street, shall be thoroughly compacted. The method of compaction shall be subject to review by City at the time the permit application is reviewed. FirstDigital shall require its contractor to comply with City's standard permit requirements.

13. Restoration of Existing Pavement. FirstDigital shall require its contractor to replace any hard surface removed or damaged with the same type and depth of hard surface as that which is adjoining, including the gravel base material. In the event weather conditions do not permit immediate replacement of permanent hard surface, a temporary surface shall be placed until such time as weather conditions are favorable, at which time the temporary surface shall be removed and replaced with a permanent road surface. If the gravel surface, gravel shoulder, or gravel surface approach roads become fouled with clay or other unsuitable material, such surfacing shall be removed and replaced with new gravel surfacing material. The repairs to hard surface shall include hard surfaces which are damaged by construction equipment used in constructing the Facilities. In all cases FirstDigital hereby agrees to cause its contractor to restore those portions of the street through which the work actually traverses, to as near its original condition as is reasonably possible.

14. Disposal of Surface Material in Cleaning Up Street. Upon completion of the work, all surplus material shall be removed from within the limits of the Streets. The disturbed surface shall be carefully graded to the lines and grades established. Any highway facility such as signs and culverts which are disturbed or damaged during the process of the work shall be promptly restored to as near their original condition as is reasonably possible.

15. Maintenance of Facilities by FirstDigital. The Facilities and their attached appurtenances shall at all times be maintained, repaired and operated by and at the expense of FirstDigital.

16. Reconstruction of Street. In the event that any street, or portion thereof is so reconstructed at any future date as to location, grade or width, so as to require the adjustments of manholes, FirstDigital shall assume and pay all costs incident to the adjustment of manholes or other facilities thereof.

17. Crossing of Facilities and Expansion of Street System. It is expressly understood and agreed by the Parties that as part of the consideration for this Agreement, that City shall have the right to cross said Facilities at any point deemed necessary in the future construction and expansion of City's street system, provided that City shall use due care and diligence in the protection of the Facilities in making such crossings.

18. Indemnification. FirstDigital agrees to indemnify, defend and hold City harmless from and against any and all claims, demands, liens, and all liability or damage of whatsoever kind arising from FirstDigital's acts or omissions pursuant to or related to this Agreement, consistent with the provisions outlined in DCMC 8-1-370. FirstDigital shall be obligated to pay any and all costs, including reasonable attorneys' fees, incurred by City in defense of such claims. City shall give prompt written notice to FirstDigital of any claim, demand, lien, liability, or damage, with respect to which City seeks indemnification and, unless in City's judgement a conflict of interest may exist between the parties with respect to the claim, demand, lien, liability or damage, City shall permit FirstDigital to assume the defense of such with counsel of FirstDigital's choosing, unless City reasonably objects to such counsel. Notwithstanding any provision of this Section to the contrary, FirstDigital shall not be obligated to indemnify, defend or hold City harmless to the extent any claim, demand, lien, damage, or liability arises out of or in connection with negligent acts or omissions of City.

19. Termination. The City may terminate this Agreement prior to its expiration if FirstDigital materially violates any material duty herein, with notice and opportunity to remedy as specified in DCMC 8-1-430.

20. Agreement Not to be Assigned. Neither party shall assign this Agreement or any interest hereunder without the prior written consent of the other party first obtained.

21. Successors and Assigns. All covenants and agreements herein contained shall be binding upon the parties hereto, and their respective successors in interest and assigns.

22. Subject To Relocation. This license is subject to the right of City to require relocation of FirstDigital's Facilities in case of public works or emergency, as described in DCMC 8-1-280.

23. Notices. All notices under this Agreement shall be in writing and delivered as specified below and in compliance with DCMC 8-1-510.

To FirstDigital: FIRSTDIGITAL TELECOM, LLC
 357 South 670 West, Suite 300

Lindon, UT 84042

To City: Draper City
Attention: City Manager
1020 East Pioneer Road
Draper, UT 84020

With a copy to:
City Attorney
1020 East Pioneer Road
Draper, Utah 84020

The City and FirstDigital may change their addresses by providing written notice, as required under this provision.

24. Contract Integration. This Agreement embodies the entire agreement between the Parties and shall not be altered, enlarged or modified except in writing signed by both Parties. The benefits and protection provided by this Agreement shall inure to the benefit of third-parties.

25. Governing Law. This Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance, and in accordance with DCMC 8-1-570.

26. Force Majeure. In the event that FirstDigital's performance is prevented by causes beyond its control, such as acts of God, strikes, or natural disasters, such inability to perform shall be deemed excused, and no penalties shall be imposed, as outlined in DCMC 8-1-440.

27. Continuing Obligations. If FirstDigital continues to operate any part of its system after the expiration of this Agreement, it shall comply with all applicable provisions of this Agreement and DCMC 8-1-200.

28. Record Maintenance. FirstDigital shall maintain accurate records of its operations and submit to the City all required documentation as specified in DCMC 8-1-390.

29. Audit Rights. The City retains the right to inspect and audit FirstDigital's records pertaining to the franchise fee and compliance with this Agreement, as specified in DCMC 8-1-420.

30. Severability. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect, consistent with DCMC 8-1-490.

31. Entire Agreement. This Agreement embodies the entire agreement between the Parties and shall not be altered, enlarged, or modified except in writing signed by both Parties.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective, duly authorized representatives as of the day and year first hereinabove written.

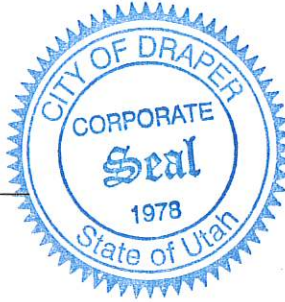
DRAPER CITY

By: 

Troy K. Walker, Mayor

ATTEST:

Nicole Smedley
City Recorder



APPROVED AS TO FORM:

[Signature]
City Attorney

FIRSTDIGITAL TELECOM, LLC

By: Roger Worth
Roger Worth

Its: Chief Financial Officer

**RIGHT OF WAY LICENSING AGREEMENT
BETWEEN DRAPER CITY AND
SUMMITIG UTAH, LLC**

THIS AGREEMENT, made and entered into this ____ day of _____, 2025, by and between the **DRAPER CITY**, a municipality and political subdivision of the State of Utah, hereinafter called “City,” and SummitIG Utah, LLC, a Delaware Limited Liability Company, hereinafter called “Summit.” City and Summit are collectively referred to herein as the “Parties.”

WITNESSETH:

WHEREAS, Summit desires to obtain from City, a license to lay, maintain, operate, repair, inspect, protect, install, remove, and replace fiber optic cable, and other transmission and distribution structures and facilities (the “Facilities”), within the public highways, streets, roads, alleys, and rights-of-way which are within the jurisdiction and responsibility of City, together with the right of ingress and egress for Summit, its officers, employees, agents, contractors and assigns to enter upon said public rights-of-way with such equipment as is necessary to install, maintain, operate, repair, inspect, protect, remove and replace said Facilities; and

WHEREAS, the City, in exercise of its management of public rights-of-way, believes that it is in the best interest of the public to provide Summit a nonexclusive franchise to operate a telecommunications network in the City, and is willing to grant said franchise under the terms and conditions set forth in this Agreement to ensure that the use of the rights-of-way aligns with the City’s findings regarding rights-of-way management, as outlined in Draper City DCMC 8-1-101; and

WHEREAS, Summit understands it is obligated to follow Draper City ordinances as amended from time to time; and

WHEREAS, City is willing to grant said license under the terms and conditions set forth in this Agreement; and

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

1. Grant of License. The City hereby grants, conveys, sells and sets over unto Summit, its successors and assigns, a license to lay, maintain, operate, repair, inspect, protect, install, remove and replace the Facilities over and through the public highways, streets, roads, alleys, and public rights-of-way (collectively, the “Streets”), which are within the jurisdiction and responsibility of City, together with the right of ingress and egress for Summit, its officers, employees, agents, contractors and assigns to enter upon said Streets with such equipment as is necessary to install, maintain, operate, repair, inspect, protect, remove and replace the Facilities.

2. Franchise Fee. For the Franchise granted herein, Summit shall pay to City a 3.5% tax in accordance with the Municipal Telecommunication License Tax Act (Utah Code Ann. §§10-1-401

to10-1-410), less any business license fee or business license tax enacted by CITY. All payments shall be made to the Utah State Tax Commission, and sent as follows:

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

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

3. Term. The term of the license shall be seven (7) years with the option to renew the license for two additional five-year periods upon mutual agreement of the Parties, unless terminated early pursuant to this Agreement.

4. Construction and Location. The Facilities shall be installed at those locations within the Streets as shall be determined in accordance with plans, specifications and maps prepared, or caused to be prepared, by Summit. Prior to performing any work in the Streets, Summit shall apply for an encroachment permit, or other applicable City permit. Upon compliance with this Agreement and applicable permit requirements, a permit shall issue from City to Summit's contractor, allowing said contractor to proceed with the work in accordance with the terms of this Agreement and the permit. Following completion of construction, as-built drawings shall be submitted to the City. Contractor must comply with all applicable City regulations and permits.

5. Underground Installation. Summit expressly agrees to install and maintain all of its Facilities (other than grade-level handholes, manholes and marker posts as approved by the City) in accordance with City ordinances regarding the undergrounding of utility lines in effect at the time this Agreement is entered into and as subsequently amended during the term of this Agreement. Nothing herein shall require Summit to convert existing overhead facilities to underground facilities until and unless other similarly situated providers in the same location are required to do so.

6. Protection of Traffic During Construction. Summit shall require its contractor to conduct its construction operation so that there shall be a minimum of interference or interruption to City with respect to the handling of traffic. Summit's contractor shall require such watchmen, barricades, lights and other reasonable measures for the protection of traffic as may be reasonably required to warn and safeguard the public against injury or damage during construction of the Facilities at all times, and shall hold City harmless from any and all liabilities arising from said construction commenced under the terms of this easement, excluding any liabilities solely caused by the City's negligent acts or omissions.

7. Compaction of Backfill. The backfilling of any trench within the paved portion of the street, the shoulders thereof, or the portion under or intersecting the street, shall be thoroughly compacted. The method of compaction shall be subject to review by City at the time the permit application is reviewed. Summit shall require its contractor to comply with City's standard permit requirements.

8. Restoration of Existing Pavement. Summit shall require its contractor to replace any hard surface removed or damaged with the same type and depth of hard surface as that which is adjoining, including the gravel base material. In the event weather conditions do not permit immediate replacement of permanent hard surface, a temporary surface shall be placed until such time as weather conditions are favorable, at which time the temporary surface shall be removed and replaced with a permanent road surface. If the gravel surface, gravel shoulder, or gravel surface approach roads become fouled with clay or other unsuitable material, such surfacing shall be removed and replaced with new gravel surfacing material. The repairs to hard surface shall include hard surfaces which are damaged by construction equipment used in constructing the Facilities. In all cases Summit hereby agrees to cause its contractor to restore those portions of the street through which the work actually traverses, to as near its original condition as is reasonably possible.

9. Disposal of Surface Material in Cleaning Up Street. Upon completion of the work, all surplus material shall be removed from within the limits of the Streets. The disturbed surface shall be carefully graded to the lines and grades established. Any highway facility such as signs and culverts which are disturbed or damaged during the process of the work shall be promptly restored to as near their original condition as is reasonably possible.

10. Maintenance of Facilities by Summit. The Facilities and their attached appurtenances shall at all times be maintained, repaired and operated by and at the expense of Summit.

11. Reconstruction of Street. In the event that any street, or portion thereof is so reconstructed at any future date as to location, grade or width, so as to require the adjustments of manholes, Summit shall assume and pay all costs incident to the adjustment of manholes or other facilities thereof.

12. Crossing of Facilities and Expansion of Street System. It is expressly understood and agreed by the Parties that as part of the consideration for this Agreement, that City shall have the right to cross said Facilities at any point deemed necessary in the future construction and expansion of City's street system, provided that City shall use due care and diligence in the protection of the Facilities in making such crossings. The City shall be responsible for any damage solely caused to the Facilities by City's negligent acts or omissions.

13. Indemnification. Summit agrees to indemnify, defend and hold City harmless from and against any and all claims, demands, liens, and all liability or damage of whatsoever kind on account of or arising from Summit's acts or omissions pursuant to or related to this Agreement, and to pay any and all costs, including reasonable attorneys' fees, incurred by City in defense of such claims. City shall give prompt written notice to Summit of any claim, demand, lien, liability, or damage, with respect to which City seeks indemnification and, unless in City's judgement a conflict of interest may exist between the parties with respect to the claim, demand, lien, liability

or damage, City shall permit Summit to assume the defense of such with counsel of Summit's choosing, unless City reasonably objects to such counsel. Notwithstanding any provision of this Section to the contrary, Summit shall not be obligated to indemnify, defend or hold City harmless to the extent any claim, demand, lien, damage, or liability arises out of or in connection with negligent acts or omissions of City. In no event shall either party be liable for any consequential, special, incidental, punitive, indirect or similar damages.

14. Agreement Not to be Assigned. Neither party shall assign this Agreement or any interest hereunder without the prior written consent of the other party first obtained, which consent shall not be unreasonably withheld, conditioned or delayed. The consent required shall be given or denied by the City not later than thirty (30) days following receipt by the City of a written request for consent. Failure to approve or deny such consent request within such thirty (30) day time period shall be deemed as an automatic approval. City may only condition or deny its consent when a proposed assignee: (i) has ever been convicted or held liable for acts involving deceit including any violation of federal, State or local law or regulations, or is currently under an indictment, investigation or complaint charging such acts; (ii) has ever had a judgment entered against it in an action for fraud, deceit, or misrepresentation by any court of competent jurisdiction; or (iii) is deemed financially insolvent after submitting financial statements.

15. Successors and Assigns. All covenants and agreements herein contained shall be binding upon the parties hereto, and their respective successors in interest and assigns.

16. Subject To Relocation. This license is subject to the right of City at all times as City deems necessary to construct roads, sidewalks or to carry out any other City purpose over the areas covered by this license, and when Summit's Facilities and appurtenances or any of them materially interfere with any City purpose, Summit will remove, and/or relocate such Facilities and appurtenances within a reasonable time after notice to do so by City and at the expense of Summit.

17. Notices. Any notice required or desired to be given pursuant to this Agreement shall be in writing and shall be delivered personally or mailed, return receipt requested postage prepaid, to the parties as follows:

To Summit: SUMMITIG UTAH, LLC
22365 Broderick Drive, Suite 250
Sterling, VA 20166
Attn: General Counsel

With an electronic copy to: legal@summitig.com

To City: Draper City
Attention: City Manager
1020 East Pioneer Road
Draper, UT 84020

With a copy to:
City Attorney
1020 East Pioneer Road
Draper, UT 84020

The City and Summit may change their addresses by providing written notice, as required under this provision.

18. Contract Integration. This Agreement embodies the entire agreement between the Parties and shall not be altered, enlarged or modified except in writing signed by both Parties. The benefits and protection provided by this Agreement shall inure to the benefit of third-parties.

19. Governing Law. This Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance.

20. Termination. The City may terminate this Agreement prior to its expiration if Summit, by act or omission, materially violates a material duty herein set forth in any particular within Summit's control, and with respect to which redress is not otherwise herein provided. In such event, the City, acting by or through its City Council, may determine, after hearing, that such failure is of a material nature, and thereupon, after written notice giving Summit notice of such determination, Summit, within sixty (60) calendar days of such notice, shall commence efforts to remedy the conditions identified in the notice and shall have ninety (90) calendar days from the date it receives notice to remedy the conditions. After the expiration of such 90-day period and failure to correct such conditions, the City may declare the license forfeited and this Agreement terminated, and thereupon, Summit shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and termination shall be subject to judicial review as provided by law, and provided further, that in the event such failure is of such nature that it cannot be reasonably corrected within the 90-day time period provided above, the CITY shall provide additional time for the reasonable correction of such alleged failure if the reason for the noncompliance was not the intentional or negligent act or omission of Summit.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective, duly authorized representatives as of the day and year first hereinabove written.

DRAPER CITY

By: _____
Troy K. Walker, Mayor

ATTEST:

City Recorder

APPROVED AS TO FORM:

City Attorney

SUMMITIG UTAH, LLC

By: _____

Its: _____

MEMO



To: City Council

From:

Date: 2026-01-06

Re: Approve Ordinance #1698

Comments:

ATTACHMENTS:

[Ordinance #1698 Subordinate Bodies.pdf](#)

ATTACHMENTS:

[Subordinatae Body Exhibit A.pdf](#)

ORDINANCE NO. 1698

AN ORDINANCE OF THE DRAPER CITY COUNCIL AMENDING TITLE 3, CHAPTER 5 OF THE DRAPER CITY MUNICIPAL CODE TO CONSOLIDATE THE COMMUNITY ENGAGEMENT COMMITTEE AND THE SPECIAL EVENT ARENA COMMITTEE INTO THE COMMUNITY ENGAGEMENT AND EVENTS COMMITTEE

WHEREAS, Draper City Municipal Code Title 3, Chapter 5 establishes subordinate bodies of the City, including advisory committees; and

WHEREAS, Section 3-5-070 establishes the Draper City Special Event Arena Committee and Section 3-5-120 establishes the Draper City Community Engagement Committee; and

WHEREAS, the Draper City Council desires to consolidate these committees into a single committee titled the Community Engagement and Events Committee to streamline advisory functions, improve coordination of community engagement and events, and better serve the needs of the community; and

WHEREAS, the consolidated Community Engagement and Events Committee will serve as a liaison to the City, help build community, identify resident needs, support community events and activities, and advise on related programs; and

WHEREAS, the City Council finds that this consolidation is in the best interest of the City and its residents.

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

Section 1. Findings.

1. Title 3, Chapter 5 of the Draper City Municipal Code establishes subordinate bodies and advisory committees of the City.

2. The Community Engagement Committee and the Special Event Arena Committee have related purposes involving community events, engagement, and activities.

3. Consolidating these committees into a single advisory body will improve and enhance coordination, efficiency, and service to the community.

4. The proposed amendments promote the effective administration of City advisory committees and are beneficial to the public health, safety, and welfare.

5. The proposed amendments are in the best interest of the City and its residents.

Section 2. Repeal. Section 3-5-070, (Draper City Special Event Arena Committee) of the Draper City Municipal Code is hereby repealed in its entirety, as set forth in Exhibit A, attached hereto and incorporated by reference.

Section 3. Amendment. Section 3-5-120, (Draper City Community Engagement Committee), of the Draper City Municipal Code is hereby amended in its entirety to read as set forth in Exhibit A, attached hereto and incorporated by reference, and the section shall be renamed “Draper City Community Engagement and Events Committee.”

Section 4. Correction of Editing Errors. The City Attorney is authorized to correct any punctuation, spelling, formatting, clerical, or *de minimis* errors prior to submitting the Ordinance to Sterling Codifiers.

Section 5. 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 6. 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.

(Signature page to follow)

PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH,
ON THE 6TH DAY OF JANUARY, 2026.

DRAPER CITY

Mayor Troy K. Walker

ATTEST:

Nicole Smedley, City Recorder

VOTE TAKEN:

Councilmember Green

Councilmember Johnson

Councilmember T. Lowery

Councilmember F. Lowry

Councilmember Dahlin

Mayor Walker

YES NO ABSENT

3-5-070: DRAPER CITY SPECIAL EVENT ARENA COMMITTEE:

~~A. Creation: There is hereby created a Draper City Special Event Arena Committee to advise the city regarding projects, programs, activities and administration of the Draper City arena.~~

~~B. Duties: It shall be the duty of the committee to act in an advisory and voluntary capacity to the city regarding programs, activities, and administration of the Draper City arena including but not limited to the following:~~

~~1. Propose and recommend policies, standards and rules pertinent to the arena programs;~~

~~2. Assist the city in creating and implementing activities and programs for the arena consistent with the needs of the business operators and residents of Draper;~~

~~3. Seek and solicit resources for supporting the needs of the arena; and~~

~~4. Keep the general public informed of the activities and concerns of the arena. (Ord. 1493, 6-15-2021)~~

3-5-120: DRAPER CITY COMMUNITY ENGAGEMENT AND EVENTS COMMITTEE:

A. Creation: There is hereby created the Draper City Community Engagement and Events Committee to act as a ~~welcoming~~ voluntary and advisory committee focused on ~~creating opportunities for a unified~~ community connection, engagement, and participation ~~within the~~ through eCity-supported events and programs.

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

1. ~~Act~~ Serve as a liaison to ~~inform~~ the eCity to build community, identify the needs of residents, and provide feedback related to community engagement and events. ~~of issues faced by our varied communities and groups.~~

2. ~~Advocate and voice support for initiatives that cultivate and foster unity while stimulating socioeconomic equality for the greater community.~~ Assist the City in planning, promoting, and implementing community events, programs, and activities.

3. ~~Host events for the greater community to celebrate and inform the public about various cultures and traditions.~~ Support efforts to bring residents together and create meaningful opportunities for connection throughout the community.

Exhibit A

4. ~~Host community events focusing on neighbors getting to know each other and creating a supportive and welcoming community.~~ Seek and encourage resources, partnerships, and support for community events and engagement initiatives, as appropriate.
5. ~~Attend ribbon cuttings for new businesses in the community and help new business owners and new residents to Draper feel invited and welcomed. (Ord. 1493, 6-15-2021; amd. Ord. 1620, 9-3-2024)~~ Help keep the public informed, engaged, and connected regarding community events, programs, and opportunities.

MEMO



To: City Council
From: Paul Geilman
Date: 2026-01-06
Re: Public Hearing: Ordinance #1697

Comments:

This application is a request for approval of a Zoning Map Amendment for approximately 1.04 acres located on the west side of 300 E, at approximately 283 E Tanager Ln. The property is currently zoned RA1 (Residential Agricultural, 40,000 sq. ft. min lot size). The applicant is requesting that the application be approved to allow for the property to be subdivided.

Findings for Approval:

1. The proposed zoning map amendment is consistent with goals, objectives, and policies of the city's general plan.
2. The proposed zoning map amendment is harmonious with the overall character of existing development in the vicinity of the subject property.
3. The proposed zoning map amendment is consistent with the standards of any applicable overlay zone.
4. The proposed zoning map amendment will not adversely affect adjacent property.
5. There are adequate facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, and wastewater and refuse collection.

Findings for Denial:

1. The proposed zoning map amendment is not consistent with goals, objectives, and policies of the city's general plan.
2. The proposed zoning map amendment is not harmonious with the overall character of existing development in the vicinity of the subject property.
3. The proposed zoning map amendment will adversely affect adjacent property.
4. There are not adequate facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, and wastewater and refuse collection.

ATTACHMENTS:

[Butler ZMA Staff Report Final.pdf](#)

ATTACHMENTS:

[Ordinance #1697 Butler ZMA.pdf](#)



Development Review Committee

1020 East Pioneer Road

Draper, UT 84020

December 1, 2025

To: Draper City Planning Commission
Business Date: December 11, 2025

From: Development Review Committee

Prepared By: Paul Geilman, Planning Coordinator
Planning Division
Community Development Department
801-576-6551, paul.geilman@draperutah.gov

Re: Butler Zoning Map Amendment Request

Application No.: 2025-0241-MA

Applicant: Lannea Butler, representing Cary F. Butler and Joann Butler

Project Location: 283 E Tanager Ln.

Current Zoning: RA1, (Residential Agricultural, 40,000 ft² lot minimum size)

Acreage: 1.04 Acres (Approximately 45,302 ft²)

Request: Request for approval of a Zoning Map Amendment from the RA1 to R3 (Single-family Residential, 13,000 ft² lot minimum size) zone for the purpose of subdividing the property.

BACKGROUND AND SUMMARY

This application is a request for approval of a Zoning Map Amendment for approximately 1.04 acres located on the West side of 300 East, at approximately 283 E Tanager Ln. (Exhibit C & D). The property is currently zoned RA1. The applicant is requesting that a Zoning Map Amendment to R3 (Single-family Residential) be approved to allow for the property owners to subdivide the property.

ANALYSIS

General Plan and Zoning.

Table 1	General Plan and Zoning Designations	Exhibit
Existing Land Use	Residential Medium Density	Exhibit E



Current Zoning	RA1	Exhibit F
Proposed Use	Single-Family Residential (no change)	
Adjacent Zoning		
East	R3	
West	RA1	
North	RA1	
South	RA2 (Residential Agricultural, 20,000 square ft ² minimum size)	

The Residential Medium Density land use designation is characterized as follows:

Residential Medium Density

LAND USE DESCRIPTION		
CHARACTERISTICS	<ul style="list-style-type: none"> • Preservation of large tracts of open space, rather than open space contained primarily in individual subdivision lots • Variations and mixing of lot sizes, setbacks, and residential development forms • Minimal fronting of homes on major streets • Provision for trails that allow interconnectivity to other existing or proposed trails • Discourage "piecemeal" infrastructure installation • Trees and abundant landscaping, encouraging low water use and native plants 	
LAND USE MIX	Primary <ul style="list-style-type: none"> • Single-family detached homes 	Secondary <ul style="list-style-type: none"> • Parks • Churches • Schools • Open Space
DENSITY	<ul style="list-style-type: none"> • Density range: 2-4 dwelling units per acre 	
COMPATIBLE ZONING	<ul style="list-style-type: none"> • Residential Agricultural (RA2) • Single-family Residential (R3) • Single-family Residential (R4) • Master Planned Community (MPC) 	
OTHER CRITERIA	<ul style="list-style-type: none"> • Preservation of environmental features usually requires a master-planned or cluster development. Increased densities within these areas would be allowed only with compliance to specified performance standards and impact mitigation measures 	

The proposal for R3 zoning would conform to current land use designation more than the current RA1 zoning does. To the east of 300 East is R3 zoning that would match this proposal. To the south and north is RA1 zoning and to the South is RA2 zoning, both within the same existing Residential Medium Density land use designation.

According to Draper City Municipal Code (DCMC) Section 9-8-020 the purpose of the R3

zone is to *"permit medium density residential development without special mitigation requirements. This zone is intended to provide incentives to foster residential development with little impact on its surroundings and on municipal services, and to generally preserve the semirural character called for in the density element of the general plan."*

Criteria For Approval.

A Map Amendment is a matter committed to the legislative discretion of the City Council and is not controlled by any one standard. However, in making a recommendation to the City Council, the Planning Commission should consider the following factors in Section 9-5-060(E) of the DCMC:

1. Map Amendments:

- a. Whether the proposed amendment is consistent with goals, objectives and policies of the city's general plan;*
- b. Whether the proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property;*
- c. Whether the proposed amendment is consistent with the standards of any applicable overlay zone;*
- d. The extent to which the proposed amendment may adversely affect adjacent property; and*
- e. The adequacy of facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, and wastewater and refuse collection.*

REVIEWS

Planning Division Review. The Draper City Planning Division has completed their review of the Zoning Map Amendment submission. Comments from this division, if any, can be found in Exhibit A.

Engineering and Public Works Divisions Review. The Draper City Engineering and Public Works Divisions have completed their reviews of the Zoning Map Amendment submission. Comments from these divisions, if any, can be found in Exhibit A.

Building Division Review. The Draper City Building Division has completed their review of the Zoning Map Amendment submission. Comments from this division, if any, can be found in Exhibit A.

Fire Division Review. The Draper City Fire Marshal has completed his review of the Zoning Map Amendment submission. Comments from this division, if any, can be found in Exhibit A.

Legal Division Review. The Draper City Attorney has completed their review of the Zoning Map Amendment submission. Comments from this division, if any, can be found in Exhibit A.

GIS Division Review. The Draper City GIS Division has completed their review of the Zoning Map Amendment submission. Comments from this division, if any, can be found in Exhibit A.

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

STAFF RECOMMENDATION

Staff recommends that the Planning Commission review the request, receive public comment, and makes a decision based on the findings listed below and the criteria for approval, or denial, as listed within the staff report.

MODEL MOTIONS

Sample Motion for Approval – I move that we forward a positive recommendation to the City Council for the Zoning Map Amendment, as requested by Lannea Butler, application 2025-0241-MA, based on the following findings and the criteria for approval listed in the Staff Report dated December 1, 2025.

Findings for Approval:

1. The proposed zoning map amendment is consistent with goals, objectives, and policies of the city's general plan.
2. The proposed zoning map amendment is harmonious with the overall character of existing development in the vicinity of the subject property.
3. The proposed zoning map amendment is consistent with the standards of any applicable overlay zone.
4. The proposed zoning map amendment will not adversely affect adjacent property.
5. There are adequate facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, and wastewater and refuse collection.

Sample Motion for Modified Approval – I move that we forward a positive recommendation to the City Council for the Zoning Map Amendment, as requested by Lannea Butler, application 2025-0241-MA, based on the findings and criteria for approval listed in the Staff

Report dated December 1, 2025, together with the following modified or additional findings:

1. (List any modified or additional findings ...)

Sample Motion for Denial – I move that we forward a negative recommendation to the City Council for the Zoning Map Amendment, as requested by Lannea Butler, application 2025-0241-MA, based on the findings and criteria for denial listed in the Staff Report dated December 1, 2025.

Findings for Denial:

1. The proposed zoning map amendment is not consistent with goals, objectives, and policies of the city's general plan.
2. The proposed zoning map amendment is not harmonious with the overall character of existing development in the vicinity of the subject property.
3. The proposed zoning map amendment will adversely affect adjacent property.
4. There are not adequate facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, and wastewater and refuse collection.

DEVELOPMENT REVIEW COMMITTEE ACKNOWLEDGEMENT

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

Brien Maxfield

Digitally signed by Brien Maxfield
DN: C=US,
E=brien.maxfield@draperutah.gov,
O=Draper, OU=Public Works -
Engineering, CN=Brien Maxfield
Date: 2025.12.04 09:02:16-07'00'

Draper City Public Works Department

Todd Draper

Digitally signed by Todd Draper
DN: C=US,
E=todd.draper@draperutah.gov,
O=Draper City Community
Development Department,
OU=Planning and Zoning,
CN=Todd Draper
Date: 2025.12.03 17:35:47-07'00'

Draper City Planning Division

Don Buckley

Digitally signed by Don Buckley
DN: C=US, E=don.buckley@draper.ut.us,
O=Draper City Fire Department, OU=Fire
Marshal, CN=Don Buckley
Date: 2025.12.03 15:58:03-07'00'

Draper City Fire Department

Draper City Legal Counsel

Matthew Symes

Digitally signed by Matthew Symes
DN: C=US,
E=matt.symes@draperutah.gov,
O=Draper City Corp., CN=Matthew Symes
Date: 2025.12.04 07:09:33-07'00'

Draper City Building Division

EXHIBIT A DEPARTMENT REVIEWS

REVIEWS ARE NOT MEANT TO BE AN ALL INCLUSIVE LIST OF POSSIBLE COMMENTS OR CONDITIONS.

Planning Division Review.

1. No additional comments.

Engineering and Public Works Divisions Review.

1. The adequacy of facilities and services intended to serve the subject property, including but not limited to roadways, parks and recreation facilities, police and fire protection, schools, storm water drainage systems, water supplies, and waste water and refuse collection;
Other than noted below, we are not aware of any inadequacies of the facilities intended to serve this property.
 - a) The change in zone from Residential / Agricultural (RA1) to Residential (R3) is proposing to change from low density residential use to a higher residential density. This change in zoning represents a minor increase demand on the streets and utilities. Based on the subject parcel size, the proposed zone will allow the construction of up to three single residential structures, tripling the existing traffic from the current approximately one peak hour trip and approximate 9 vehicle trips per day to the proposed density of approximately three peak-hour trips and approximately 27 vehicle trips per day. The subject parcel sites on the corner of Tanager Ln and 300 East. The site has existing access to Tanager Ln, a local street, with capacity for typical residential neighborhood traffic. 300 East, adjacent to the parcel, is a major collector street with additional capacity for increased traffic volume. Based on the capacity of the fronting public streets, the change in zone has the potential increase traffic minimally on Tanager Ln and 300 East, but does not represent a significant increase where any mitigation would be required. Typically, a use where 100 peak hour trips are generated triggers the need to have a traffic impact study (TIS) completed to analyze mitigation requirements. The size of the subject parcel and the potential number of trips generated from a parcel of this size does not trigger a TIS. There are existing public frontage improvements on both Tanager Ln and 300 East.

- b) Connectivity with the subject parcel is to Tanager Ln, a public right-of-way. Accesses are required to meet Draper City standards as outlined in our Master Transportation Plan and city code. Any development on the site will need to be evaluated for access location to comply with the required spacing based on the city's access spacing requirements. Access is evaluated at the time of a site plan or subdivision application.
- c) There are existing storm drainage facilities in Tanager Ln. Any future change in site drainage will be required to be addressed with any subdivision or site plan application and shall comply with the provisions of the development requirements within the Draper City Municipal Code.
- d) Sanitary sewer facilities will be provided by Jordan Basin Improvement District. Any subdivision or site plan application will require a commitment to serve from the sewer district that facilities are adequate to provide service for the proposed uses.
- e) Drinking water is provided by WaterPro to the subject parcel. Any subdivision or site plan application will require a commitment to serve from WaterPro indicating it has the required facilities that are adequate to provide service for the proposed uses. This commitment is made at the time of subdivision or site plan approval.

Accordingly, we will provide comments relative to the potential construction activities when the appropriate application is received. Thank you for the opportunity to review the Zone Amendment Request.

Building Division Review.

- 1. No additional comments.

Fire Division Review.

- 1. No additional comments.

Legal Division Review.

- 1. No additional comments.

GIS Division Review.

- 1. No additional comments

EXHIBIT B
LEGAL DESCRIPTION

Beginning at a point on the West Line of 300 East Street, said point being 1320.0 feet East and 806.85 feet South and South 8.58 feet to a point coincident with a corner of a fence line and South 0°05'37" West 624.03 feet and South 89°48'40" East 1320.0 feet, more or less, to a point in the center of 300 East Street and Northerly along the center of 300 East Street 425.35 feet and North 89°52'10" West 33.0 feet from the Northwest corner of Section 31, Township 3 South, Range 1 East, Salt Lake Base and Meridian and running thence North 89°52'10" West 215.25 feet; thence South 0°15'54" West 220.0 feet; thence South 89°52'54" East 248.25 feet to the center of 300 East Street; thence Northerly along the center of 300 East Street 50.0 feet; thence North 89°52'10" West 33.0 feet; thence North 0°5'37" East 170.0 feet to the beginning.

Added with this:

Beginning at the Southeast corner of the above described tract, said point being in the center of 300 East Street, and running thence North 89°52'54" West 248.25 feet; thence South 0°15'54" West 30.0 feet; thence South 89°52'54" East 248.25 feet to the center of 300 East Street; thence Northerly along the center of 300 East Street 30.0 feet to the point of beginning.

Without this portion:

Commencing at the North quarter corner of Section 31, Township 3 South, Range 1 East, Salt Lake Meridian; thence South 00°21'03" West 1014.05 feet along quarter section line; thence North 89°38'57" West 34.96 feet to the POINT OF BEGINNING; thence South 89°35'48" East 1.04 feet; thence South 00°36'57" West 169.95 feet; thence South 89°35'48" East 33.00 feet; thence South 00°16'22" West 50.00 feet; thence North 89°36'32" West 43.70 feet to a point on a non-tangent curve to the left having a radius of 16.00 feet and a chord that bears North 34°57'57" East 18.17 feet; thence along said curve a distance of 19.32 feet; thence North 00°21'57" East 204.99 feet to the POINT OF BEGINNING Contains 1824 square feet of 0.042 acres*, more or less

*1019 square feet or 0.023 acres more or less, is currently used for public road.

EXHIBIT C VICINITY MAP

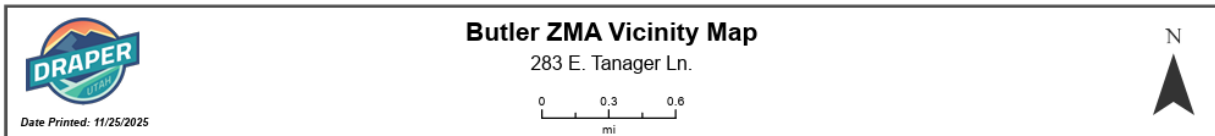
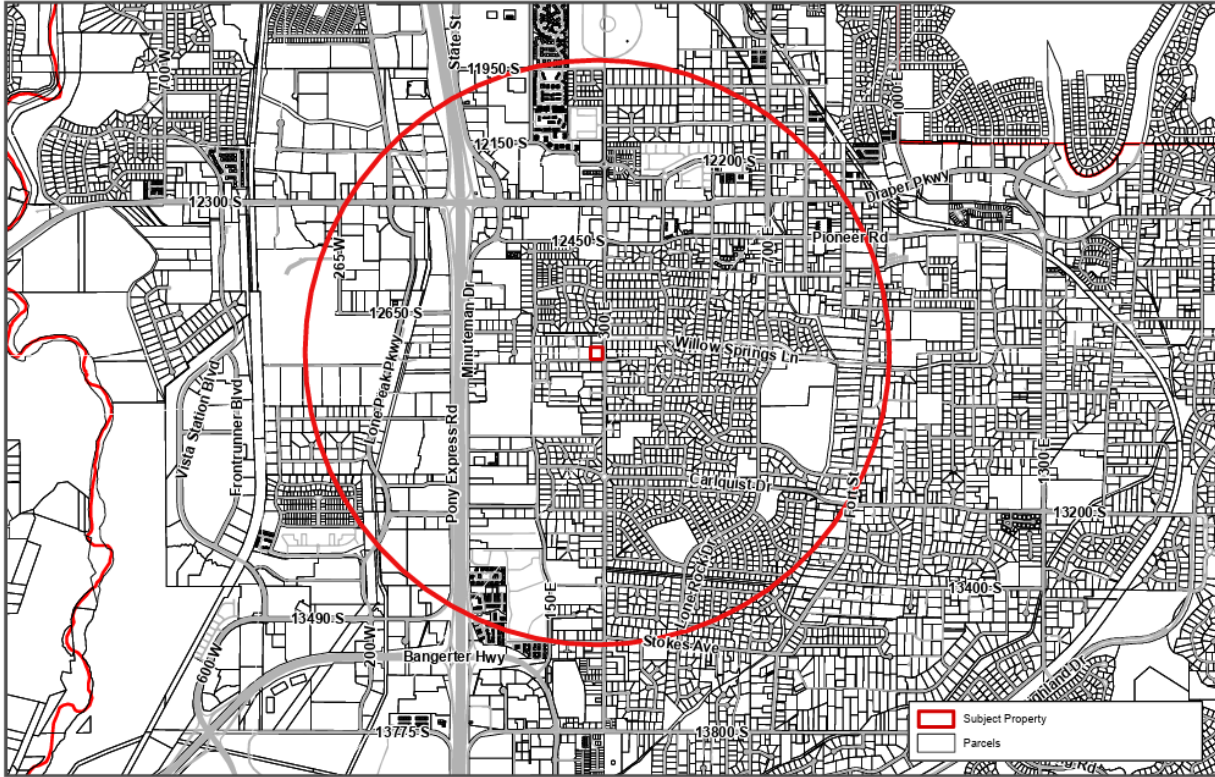


EXHIBIT D
AERIAL MAP

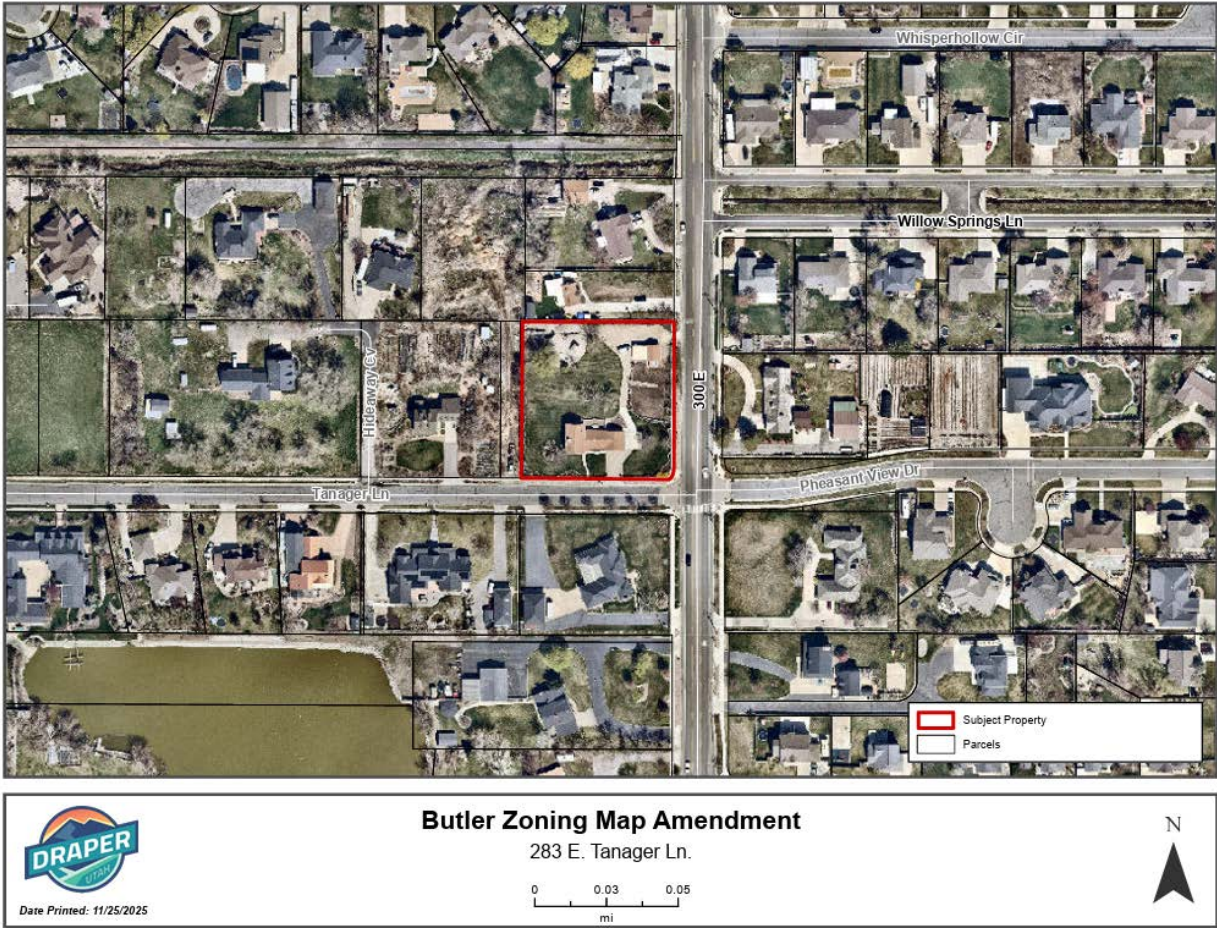


EXHIBIT E LAND USE MAP

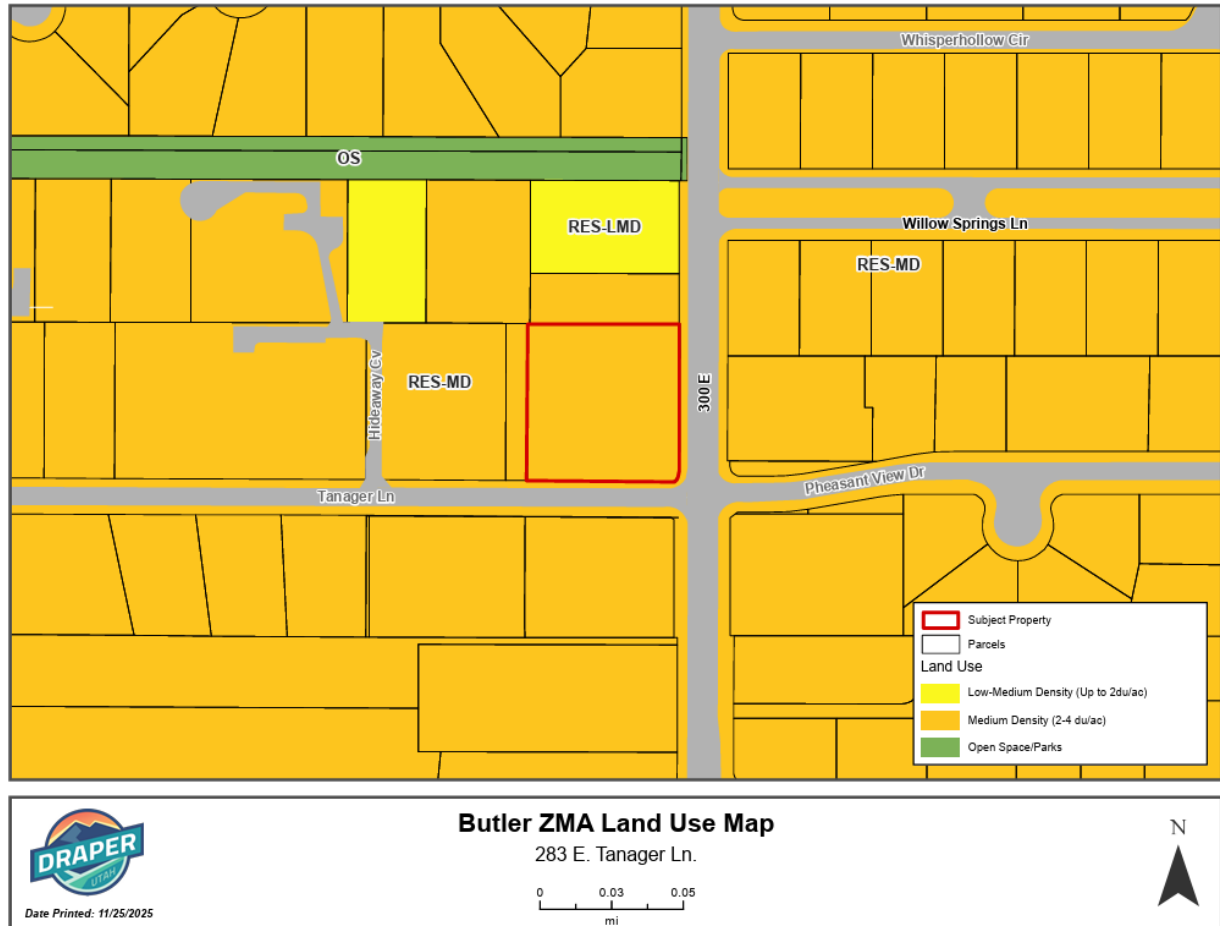
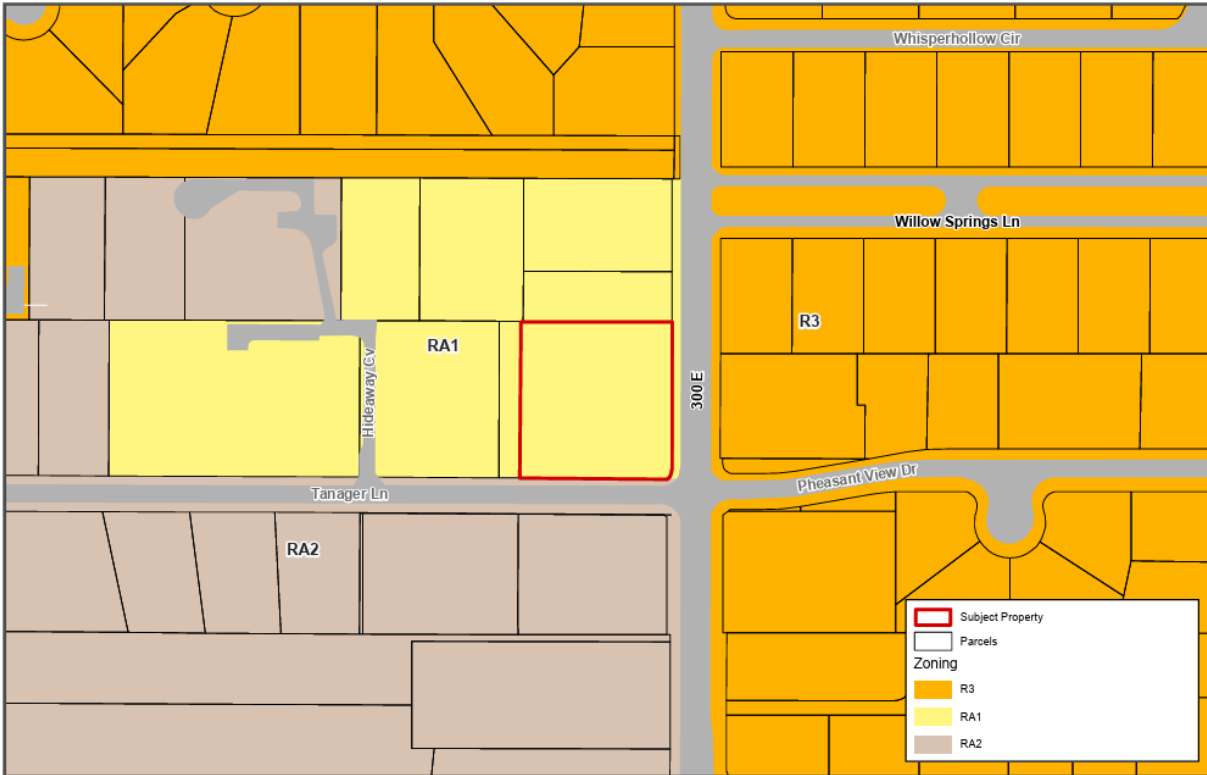


EXHIBIT F ZONING MAP



Date Printed: 11/25/2025

Butler ZMA Zoning Map

283 E. Tanager Ln.

0 0.03 0.05
mi



EXHIBIT G
APPLICANT'S RESPONSES

Zoning Map Amendment Questionnaire

- 1. What is the requested zoning designation?**
 - R3
- 2. Please explain the reason for the request and the justification for approval.**
 - The purpose of this subdivision request is to divide the land for family estate planning. Subdividing the property will allow for more efficient use of the land in accordance with current zoning regulations and community development goals. This request meets all applicable planning, zoning, and infrastructure requirements and will contribute positively to the local area by enhancing property tax revenue. All necessary services, including access, utilities, and drainage, can be provided to the new parcels without negatively impacting neighboring properties or public resources. Approval is justified as the subdivision aligns with the municipality's comprehensive plan and promotes orderly growth in the area.
- 3. How is the requested zoning designation harmonious with the overall character of existing development in the vicinity of the subject property? Explain.**
 - The proposed rezoning from RA-1 to R-3 is harmonious with the overall character of existing development in the surrounding area, which is predominantly residential in nature. While RA-1 zoning supports low-density residential use, the proposed R-3 designation allows for a slightly higher residential density that is still consistent with the existing neighborhood character and land use patterns. Several nearby properties have similar or compatible zoning designations, and the transition to R-3 reflects a natural progression of residential growth in this part of the community. The change supports the broader goals of the city's comprehensive plan by promoting responsible infill development, improving housing diversity, and making more efficient use of existing infrastructure and services. Importantly, the proposed R-3 zoning remains within the residential use category and does not introduce any commercial or incompatible land uses, preserving the integrity and residential nature of the surrounding area.

4. Are facilities and services, such as roadways and utilities, sufficient to serve the property under the proposed zoning? Explain.

- Yes, the existing facilities and services are sufficient to support the property under the proposed R-3 zoning designation. The surrounding area is already developed with adequate infrastructure, including public roadways, water supply, sewer systems, and other utility services necessary for medium-density residential use. Access to the property is provided by existing public roads that are capable of handling the anticipated traffic volume associated with R-3 residential development. Additionally, utility providers have confirmed that water, sewer, electricity, and other essential services are either currently available at the site or can be extended without undue burden on public resources. No significant off-site improvements are anticipated to accommodate the proposed use, and the rezoning will allow for efficient use of existing infrastructure, supporting the community's goals for sustainable and well-planned growth.

5. Is the proposed zoning designation consistent with the goals, objectives, and policies of the City's General Plan? Explain.

- Yes, the proposed R-3 zoning designation is consistent with the goals, objectives, and policies outlined in the City's General Plan. The Plan encourages responsible residential growth, increased housing diversity, and efficient land use—particularly in areas already served by infrastructure and adjacent to existing development. Rezoning from RA-1 to R-3 supports these goals by allowing for moderate residential density in a location that is well-suited for such use. The General Plan often promotes infill development, expanded housing options, and the use of existing public services and roadways—objectives that are directly supported by this zoning request. The R-3 designation allows for housing types that can help meet the community's evolving needs, while still preserving the residential character of the area. Overall, the proposed zoning aligns with the City's long-term vision for balanced growth and sustainable land use planning.

ORDINANCE NO. 1697

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF DRAPER CITY FOR APPROXIMATELY 1.04 ACRES OF PROPERTY FROM RA1 (RESIDENTIAL AGRICULTURAL) TO R3 (SINGLE-FAMILY RESIDENTIAL), LOCATED AT APPROXIMATELY 283 E TANAGER LN. WITHIN DRAPER CITY, OTHERWISE KNOWN AS THE BUTLER ZONING MAP AMENDMENT.

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

WHEREAS, from time to time it is necessary to review and amend the Zoning Map to keep pace with development within the City; and

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

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

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

Section 1. Zoning Map Amendment. The following described real property located at approximately 283 E Tanager Ln. within Draper City, Salt Lake County, State of Utah, previously zoned RA1 as shown on the Draper City Zoning Map, as depicted in Exhibit "A" hereto, are hereby changed and rezoned to R3:

Beginning at a point on the West Line of 300 East Street, said point being 1320.0 feet East and 806.85 feet South and South 8.58 feet to a point coincident with a corner of a fence line and South 0° 05'37" West 624.03 feet and South 89° 48'40" East 1320.0 feet, more or less, to a point in the center of 300 East Street and Northerly along the center of 300 East Street 425.35 feet and North 89° 52'10" West 33.0 feet from the Northwest corner of Section 31, Township 3 South, Range 1 East, Salt Lake Base and Meridian and running thence North 89° 52'10" West 215.25 feet; thence South 0° 15'54" West 220.0 feet; thence South 89° 52'54" East 248.25 feet to the center of 300 East Street; thence Northerly along the center of 300 East Street 50.0 feet; thence North 89° 52'10" West 33.0 feet; thence North 0° 5'37" East 170.0 feet to the beginning.

Added with this:

Beginning at the Southeast corner of the above described tract, said point being in the center of 300 East Street, and running thence North $89^{\circ}52'54''$ West 248.25 feet; thence South $0^{\circ}15'54''$ West 30.0 feet; thence South $89^{\circ}52'54''$ East 248.25 feet to the center of 300 East Street; thence Northerly along the center of 300 East Street 30.0 feet to the point of beginning.

Without this portion:

Commencing at the North quarter corner of Section 31, Township 3 South, Range 1 East, Salt Lake Meridian; thence South $00^{\circ}21'03''$ West 1014.05 feet along quarter section line; thence North $89^{\circ}38'57''$ West 34.96 feet to the POINT OF BEGINNING; thence South $89^{\circ}35'48''$ East 1.04 feet; thence South $00^{\circ}36'57''$ West 169.95 feet; thence South $89^{\circ}35'48''$ East 33.00 feet; thence South $00^{\circ}16'22''$ West 50.00 feet; thence North $89^{\circ}36'32''$ West 43.70 feet to a point on a non-tangent curve to the left having a radius of 16.00 feet and a chord that bears North $34^{\circ}57'57''$ East 18.17 feet; thence along said curve a distance of 19.32 feet; thence North $00^{\circ}21'57''$ East 204.99 feet to the POINT OF BEGINNING Contains 1824 square feet of 0.042 acres*, more or less

*1019 square feet or 0.023 acres more or less, is currently used for public road.

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

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

(Signature page to follow)

PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH,
ON THE 6TH DAY OF JANUARY, 2026.

DRAPER CITY

Mayor Troy K. Walker

ATTEST:

Nicole Smedley, City Recorder

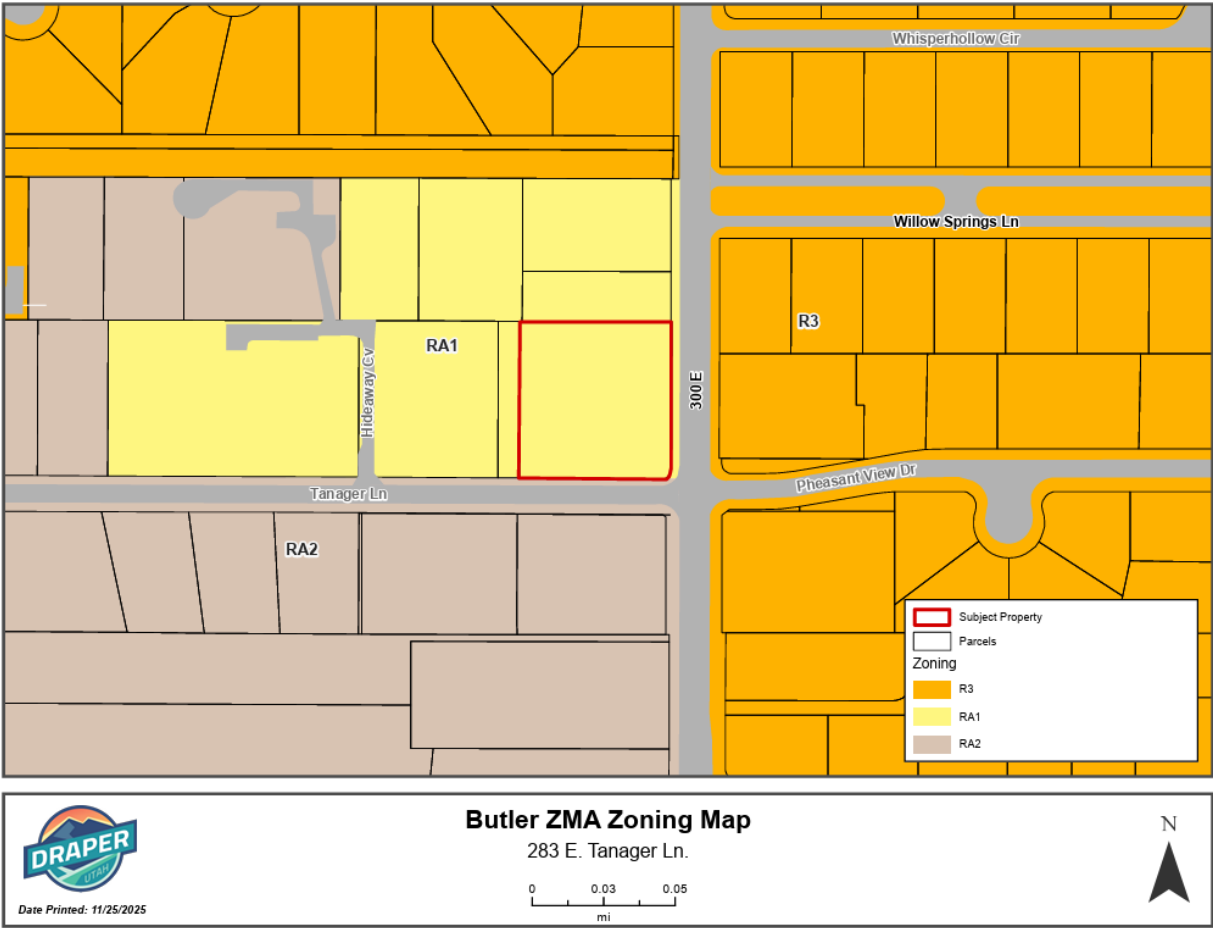
VOTE TAKEN:

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

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

EXHIBIT A

BUTLER ZONING MAP AMENDMENT



MEMO



To: City Council
From: Nick Roble, Emergency Services Coordinator
Date: 2026-01-06
Re: Approve Resolution #26-03

Comments:

The Comprehensive Emergency Management Plan (CEMP) establishes the City's framework for preparedness, response, recovery, and mitigation related to disasters and major emergencies. The plan is designed to coordinate efforts across all City departments and with county, state, and federal partners.

The CEMP was developed in compliance with FEMA Comprehensive Preparedness Guide 101, Utah Code § 53-2a-1403, and the National Incident Management System and Incident Command System. It outlines operational priorities, departmental roles and responsibilities, and scalable command and control structures to support life safety, incident stabilization, protection of property and the environment, community lifeline stabilization, and continuity of government.

The Logistics Annex supports the CEMP by detailing processes to ensure personnel, equipment, facilities, and supplies are available during emergencies and planned events. It addresses resource ordering and tracking, responder support, transportation, sheltering, and coordination with vendors, mutual aid partners, and county and state logistics systems.

The CEMP is reviewed annually, updated every three years or following incidents or exercises, and integrated with departmental Continuity of Operations Plans to ensure ongoing readiness and continuous improvement.

ATTACHMENTS:

[R-26-03 CEMP & Logistics Annex.pdf](#)

RESOLUTION NO. 26-03

A RESOLUTION OF THE DRAPER CITY COUNCIL ADOPTING THE DRAPER CITY 2026 COMPREHENSIVE EMERGENCY MANAGEMENT PLAN AND LOGISTICS ANNEX.

WHEREAS, the City Council has directed City staff to utilize the City's resources in an efficient and effective manner to provide emergency management services; and

WHEREAS, effective emergency management planning is essential to protect the lives, safety, and property of Draper City residents, businesses, visitors, and critical infrastructure; and

WHEREAS, City staff has prepared and updated the 2026 Comprehensive Emergency Management Plan to assist the City and its residents in preparing for and effectively responding to emergencies and disasters; and

WHEREAS, the Logistics Annex to the 2026 Comprehensive Emergency Management Plan establishes procedures for resource coordination, acquisition, management, and distribution in support of emergency operations; and

WHEREAS, the City Council desires to adopt the 2026 Comprehensive Emergency Management Plan, including the Logistics Annex, which addresses emergency and disaster planning, preparation, response, recovery, mitigation, and organizational responsibilities;

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

Section 1. Adoption of Emergency Management Plan. The Draper City 2026 Comprehensive Emergency Management Plan and Logistics Annex, attached hereto as Exhibit A and incorporated herein by reference, are approved and adopted.

Section 2. Repeal of Prior Plan. The 2017 Emergency Operations Plan, adopted by the Draper City Council by Resolution No. 17-17 on March 21, 2017, is hereby repealed and replaced in its entirety by the 2026 Comprehensive Emergency Management Plan and Logistics Annex adopted herein.

Section 3. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Resolution is held to be invalid or unenforceable, such portion shall

be deemed a separate and independent provision, and shall not affect the validity or enforceability of the remaining portions of this Resolution.

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, THIS 6th DAY OF JANUARY, 2026.

DRAPER CITY

Mayor Troy K. Walker

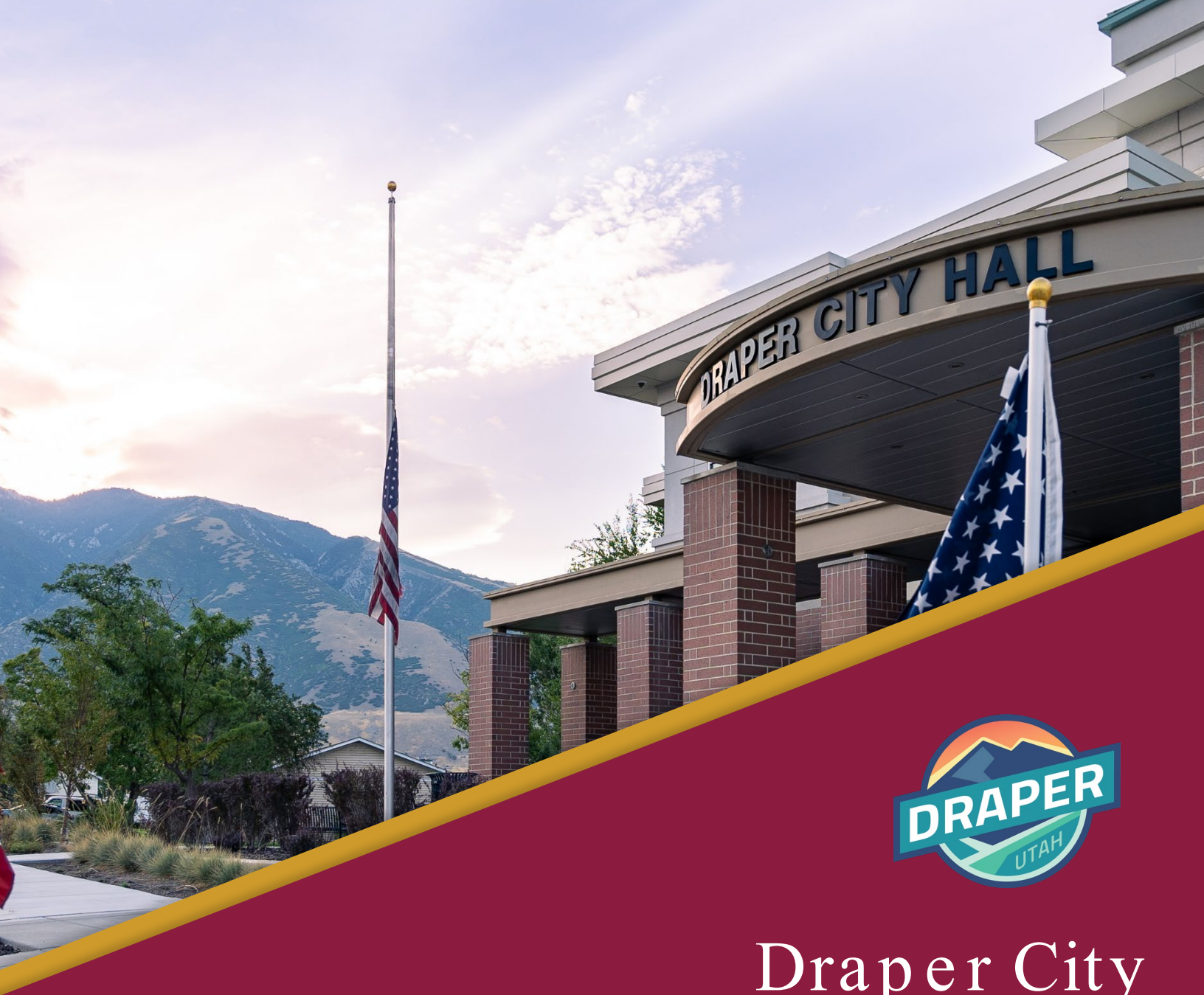
ATTEST:

Nicole Smedley, City Recorder

VOTE TAKEN:	YES	NO	ABSENT
Councilmember Green	___	___	___
Councilmember Johnson	___	___	___
Councilmember T. Lowery	___	___	___
Councilmember F. Lowry	___	___	___
Councilmember Dahlin	___	___	___
Mayor Walker	___	___	___

Exhibit A

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Draper City Comprehensive Emergency Management Plan

Base Plan | January 2026

1. EXECUTIVE SUMMARY

The Draper City Comprehensive Emergency Management Plan (CEMP) establishes the framework through which Draper City will respond to, recover from, prepare for, and mitigate against all hazards that threaten Draper City. Local government has primary responsibility of emergency management activities. When the emergency exceeds the local government's capabilities to respond, assistance will be requested from neighboring jurisdictions, Utah County, Salt Lake County, and then the State of Utah. The Federal Government will aid the State when appropriate. This plan is based upon the concept that the emergency functions for municipal departments, functions or groups will generally parallel their normal day-to-day functions. To the extent possible, the same personnel and material resources will be employed in both cases.

Along with the Hazard Analysis, this plan serves as a guide for response, recovery, preparedness, and mitigation operations.

The intended audience for the CEMP includes:

- Draper City leadership
- Draper City Fire Department Emergency Management (EM) staff
- Draper City staff expected to support response, recovery, preparedness, and mitigation operations
- Draper City, County, State, federal, private-sector, and non-governmental organizations (NGO) that may support response, recovery, preparedness, and recovery operations

Navigating the Comprehensive Emergency Management Plan

The following sections in the CEMP provide direction on emergency or disaster activation, response, recovery, preparedness, and mitigation procedures.

Activation occurs after identifying an occurring or imminent emergency or disaster incident. Operations in this section include:

- Assessing the scope and potential impacts of the emergency
- Gathering essential elements of information to build a common operating picture
- Convening the Policy Group and senior leadership to determine response priorities and next steps
- Activating the CEMP to facilitate response and recovery operations
- Determining which Draper City facilities are activated to support response and recovery operations
- Staffing the Emergency Operations Center (EOC) to facilitate and support response and recovery operations

Response includes immediate operations following the identification of an occurring or imminent emergency or disaster to save lives and prevent further property damage.

Operations in this section include:

- Forming a common operating picture to ensure situational awareness among responding entities
- Developing and documenting incident priorities through the Incident Action Plan (IAP)
- Issuing and/or coordinating with the County for timely and accurate public warning and guidance to the community
- Implementing protective actions, such as evacuations and sheltering, to save lives and property
- Coordinating with non-Draper City partners such as other municipalities, the County, and the State to support emergency or disaster response
- Documenting response operations to support audits, documentation policies, reimbursements, and transition to recovery operations

Recovery operations support returning the community to pre-emergency or disaster conditions. Operations in this section include:

- Transitioning from response to recovery operations
- Convening a Recovery Task Force to guide, prioritize, and track recovery operations
- Assessing recovery needs of the community to execute targeted recovery operations
- Initiating long-term recovery efforts to support the community returning to normal

Preparedness operations prepare for and mitigate the impacts of all hazards.

Operations in this section include:

- Developing planning documentation to formalize capabilities and procedures that prepare for and mitigate the impacts of emergencies and disasters
- Conducting mitigation planning to build resilience and identify mitigation actions to lessen the impacts of specific hazards
- Training and exercising on plans and procedures to support execution of response and recovery operations
- Involving the public in emergency management through outreach to increase community preparedness

2. PROMULGATION

Transmitted herewith is the Draper City Comprehensive Emergency Management Plan (CEMP). The CEMP was developed through the collaborative efforts of Draper City Fire Department Emergency Management (EM) and stakeholders from Draper City departments, municipalities, Salt Lake County Emergency Management, and the Utah Division of Emergency Management (DEM).

EM appreciates the cooperation and support from all stakeholders that contributed to the development of the CEMP. EM, Draper City departments, and supporting municipal, County and State organizations listed in this plan will review the CEMP for accuracy on a periodic basis.

The CEMP and its supporting documents supersede any previous Emergency Management plan and have been approved for implementation by:

Name	Position	Date
------	----------	------

3. RECORD OF DISTRIBUTION

Table 1: Record of Distribution

[illegible]

4. RECORD OF REVISION

Table 2: Record of Revision

[illegible]

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1. BASE PLAN INTRODUCTION

The Comprehensive Emergency Management Plan (CEMP) establishes the framework through which Draper City will prepare for, respond to, recover from, and mitigate all hazards that threaten Draper City. It describes the comprehensive integration and coordination of all levels of municipal, County, State, and federal government, volunteer organizations, non-profit agencies, and the private sector.

1.1 Purpose and Authority

The base plan provides a comprehensive overview of scalable command and control structures and operational procedures across all levels of government to respond to, recover from, prepare for, and mitigate against all hazards in compliance with Utah Code 53-2a-1403. The CEMP for Draper City establishes a framework for an effective system of comprehensive emergency operations and management for the purpose of:

- Establish command and control structures for effective coordination between Draper City, Salt Lake County, State, and federal organizations during all-hazards activation, response, recovery, and preparedness.
- Identify the capabilities, roles, and responsibilities of Draper City departments and partners to support all-hazards activation, response, recovery and preparedness.
- Identify the capabilities and processes that Draper City and supporting agencies utilize to respond to impacts from all hazards, including facilitating situational awareness, conducting damage assessments, and disseminating public information.
- Identify roles and responsibilities and procedures to support Draper City financial operations during response, recovery, and preparedness.
- Develop relationships with residents, businesses, and community organizations to increase community preparedness through outreach.
- Identify training and exercise processes to support emergency preparedness of Draper City departments and organizations.

1.2 Scope

The CEMP consists of this base plan and supporting components. The base plan and accompanying components apply to Draper City local government.

The base plan provides information regarding policy and operations focused on coordination, command and control structures, roles and responsibilities, procedures, and resources for Draper City and its departments that support response, recovery and preparedness, and mitigation for all hazards.

1.3 Hazard Overview

The Salt Lake County Hazard Mitigation Plan identifies the hazards that pose a risk to Draper City and details their potential impacts. Figure 1 provides an overview of those hazards. Figure 2 provides an overview of vulnerability types.

Figure 1: County Hazard Overview

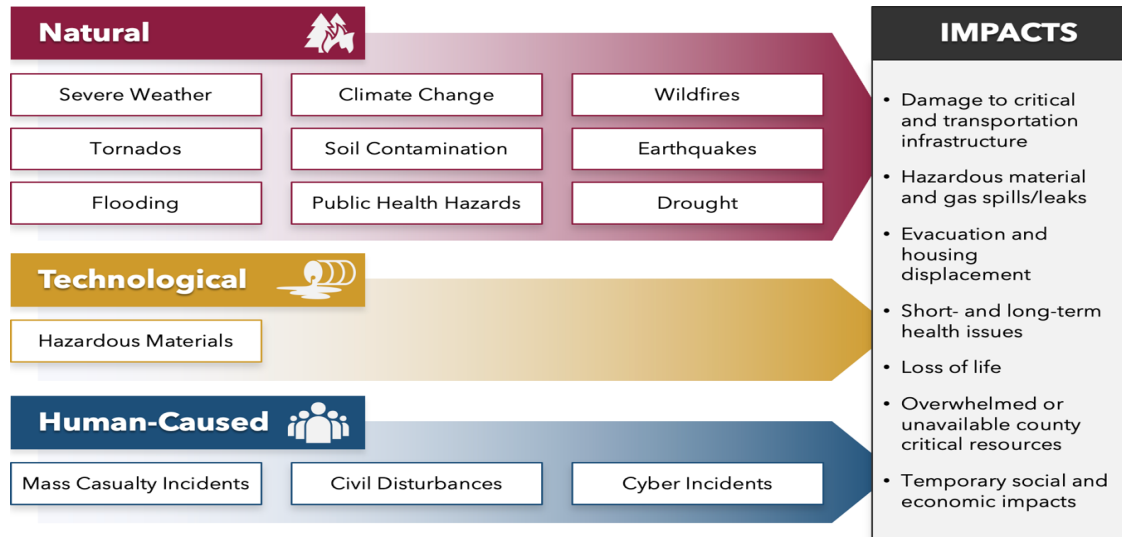
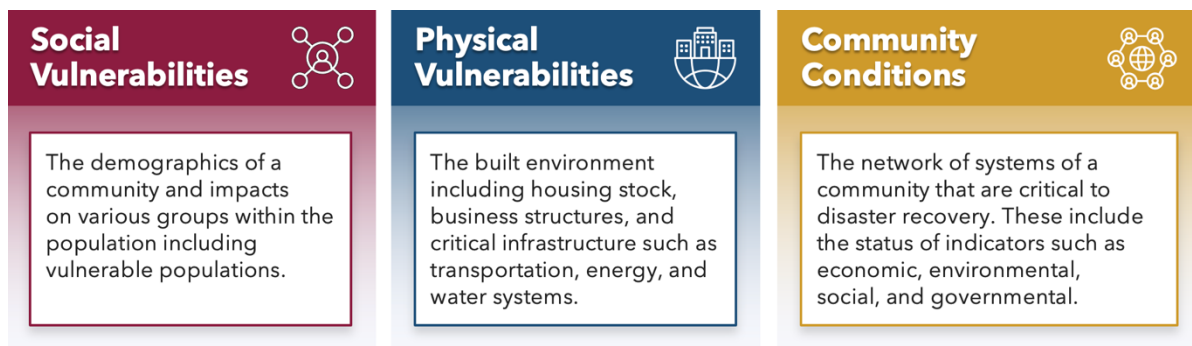


Figure 2: Types of Vulnerability



2. ASSUMPTIONS

The following planning assumptions in Table 3 were considered in the development and execution of the base plan.

Table 3: Base Plan Assumptions

Group	Assumptions
Coordination Structures	<ul style="list-style-type: none"> • Municipal, County, State, and federal response organizations adopt NIMS as the integrated system to respond to and recover from incidents. • Emergency management coordination and resource allocation starts at the municipal level and extends to County, State, and federal resources as availability and capabilities are exhausted. • The Draper City Emergency Operations Center (EOC) is staffed with representatives from municipal agencies and private organizations grouped under the ESF structure during response and the Recovery Support Function (RSF) structure during recovery.
Activation	<ul style="list-style-type: none"> • Some activation notifications and communications depend on availability of communications and energy infrastructure. • Damaged infrastructure impacts the speed at which municipal, special service district, County, State, and federal agencies can activate and deploy resources.
Response	<ul style="list-style-type: none"> • Draper City makes every reasonable effort to respond in the event of an emergency or disaster. • Time of occurrence, severity of impact, weather conditions, population density, building construction, and cascading events are significant factors that affect casualties and damage. • Emergency response capabilities are diminished due to damaged infrastructure and equipment or inaccessible locales. • Damages to infrastructure are likely to manifest in direct physical and economic damages to facilities and systems. • Disaster relief from agencies outside of Draper City may take 96 hours or more to arrive.
Recovery	<ul style="list-style-type: none"> • Recovery of losses or reimbursements of costs from federal assistance requires preparation and compliance with federal statutes and regulations. • The economic and physical limitations of recovery operations may result in temporary or protracted interruptions to services.
Preparedness and Mitigation	<ul style="list-style-type: none"> • Effective preparedness requires ongoing public community awareness and education programs so that citizens are prepared and understand their responsibilities should a major disaster or emergency occur.

Group	Assumptions
Preparedness and Mitigation (cont.)	<ul style="list-style-type: none"> Residents within Draper City are expected to maintain essential supplies to be self-sufficient for a minimum of 96 hours and up to two weeks following the initial impacts of an emergency or disaster. Effective mitigation may prevent certain hazards or incidents from occurring. For hazards or incidents that cannot be prevented, effective mitigation may reduce their impacts.

2.1 Concept of Operations

The Concept of Operations (CONOPS) describes how Draper City manages and coordinates emergency response, recovery, preparedness, and mitigation operations. It provides a framework for how the City transitions from routine activities to emergency operations, how decisions are made, and how resources are coordinated among field Incident Command, the Draper City Emergency Operations Center (EOC), the Policy Group, and external partners such as Salt Lake County Emergency Management (SLCo EM), the Utah Division of Emergency Management (DEM), and federal agencies.

This section aligns with the National Incident Management System (NIMS) and the Incident Command System (ICS) to ensure Draper City's operations are consistent with County, State, and Federal emergency management structures.

2.1.1 Operational Priorities

All Draper City emergency operations are guided by the following priorities:

- 1. Life Safety:** Protect the health and safety of responders and the public.
- 2. Incident Stabilization:** Prevent the incident from expanding in scope or impact.
- 3. Property and Environmental Protection:** Reduce damage to critical infrastructure and natural resources.
- 4. Community Lifeline Stabilization:** Rapidly restore essential services such as communications, transportation, utilities, public health, and safety.
- 5. Continuity of Government:** Maintain leadership and essential government functions through succession and continuity of operations planning.

2.1.2 Operational Phases

Draper City uses an all-hazards approach organized into five phases that may occur sequentially or overlap.

Table 4 describes the Operational Phases during the Concept of Operations.

Table 4: Operational Phases

Phase	Description	Example Actions
Prevention/Protection	Actions to prevent, deter, or reduce the likelihood of an incident.	Code enforcement, Police patrols, infrastructure protection.
Preparedness	Planning, training, exercising, and community engagement activities to enhance readiness.	CERT training, EOC exercises, COOP maintenance.
Response	Immediate actions to save lives, protect property, and meet basic human needs.	Activate the EOC, issue emergency alerts, evacuate threatened areas.
Recovery	Short- and long-term actions to restore the community to pre-incident conditions.	Conduct damage assessments, activate Recovery Task Force, coordinate RSFs.
Mitigation	Efforts to reduce long-term risk to life and property.	Implement hazard mitigation projects and zoning improvements.

2.1.3 Command and Coordination Structure

Draper City’s command and coordination structure mirrors NIMS and integrates seamlessly with County and State systems.

- **Incident Command Post (ICP):**
Located near the incident scene and directed by the Incident Commander (IC) from Fire, Police, or another lead department. The ICP manages tactical operations and resource deployment.
- **Draper City Emergency Operations Center (EOC):**
Serves as the coordination and support center for Draper City. The EOC provides resource allocation, policy guidance, situation analysis, logistics, and interagency coordination. It maintains communication with field Incident Command and supports unified situational awareness.
- **Policy Group:**
Comprised of the Mayor, City Manager, Fire Chief, Police Chief, and other senior leaders. The Policy Group establishes overall strategic priorities, authorizes emergency declarations, and allocates citywide resources.
- **County, State, and Federal Coordination:**
When Draper City’s capabilities are exceeded, the EOC coordinates resource requests and situational updates with SLCo EM. SLCo EM may escalate requests to

the Utah DEM, which coordinates with FEMA and other federal agencies for assistance.

2.1.4 Operational Flow

The following sequence describes how Draper City transitions from routine operations to full emergency management coordination:

1. Incident Occurs / Identified:

First responders establish ICS and assess the situation.

2. Notification and Assessment:

The Draper City Emergency Manager (EM) is notified through dispatch, field reports, or internal communications.

3. EOC Activation Decision:

The EM and City Manager determine whether to activate the EOC and at what level.

4. EOC Operations:

The EOC establishes a common operating picture, coordinates information and resources, and develops Incident Action Plans (IAPs) as needed.

5. Coordination with Salt Lake County ECC:

Draper EOC shares situational reports (SitReps) and resource requests with SLCo EM.

6. Transition to Recovery:

Once life-safety objectives are met and community lifelines are stabilized, the EOC transitions to recovery operations under the Recovery Task Force.

2.1.5 Continuity of Government

If key City leadership is unavailable or incapacitated during an emergency, Draper City will follow its Continuity of Government (COG) succession list in accordance with Utah Code §53-2a-807. Essential functions will transfer to designated successors as outlined in Draper City's Continuity of Operations Plan (COOP) to ensure uninterrupted leadership, decision-making, and essential service delivery.

2.2 Activation

Effective and timely life and property saving operations often depend on prompt identification and activation of resources during a disaster or emergency. This section provides an overview of operations that occur after identifying an occurring or imminent emergency or disaster incident.

Figure 3: Activation Phase Overview

ACTIVATION PHASE

Assess the Emergency	Convene Policy Group and Senior Leadership	Determine if CEMP Activation is Required	Determine Which Emergency Facilities to Use	Staff the EOC
-------------------------	--	--	---	------------------

Key Activities

- EM and first responders assess potential or actual emergencies to determine whether the CEMP should be activated, in coordination with the Policy Group.
- EM, first responders, the Policy Group, and the Draper City Manager determine which emergency management facilities should be used to support response.
- EM determines which organizational structures and staff need to be mobilized to support activated facilities.
- EM notifies personnel they have been activated to support response.

2.2.1 Assess the Emergency

Draper City first responders are often the first agency to identify an imminent or potential emergency or disaster. Responding agencies on-scene utilize coordination structures defined in NIMS to respond to and assess the scope or potential impacts of the incident. Considerations when assessing the scope or potential impacts include:

- Potential for loss of life or injury
- Potential damage to property, roads, electricity, water, and other infrastructure
- Amount of time before incident impact
- Potential economic disruption

Following an initial assessment, responding jurisdictions or first responders determine actions, including activation of resources, plans, communication, scaling up response operations, and coordinating with Draper City Emergency Management and Salt Lake County EM as needed.

2.2.2 Convene Policy Group and Senior Leadership

Responding agencies use established communications channels to notify senior decision-makers, such as the Draper City Emergency Manager, the Draper City Manager and the Policy Group, of imminent or occurring emergencies or disasters. These channels include:

- Emergency dispatch
- Field observation
- EOC Planning and Intelligence Section
- Alerts from neighboring jurisdictions

Monitoring for Emergencies and Threats

Dispatch Centers

There are three dispatch centers in the County.

- **Valley Emergency Communications Center (VECC)** dispatches fire, medical and law enforcement resources and serves member municipalities, service districts, and authorities.
- **Salt Lake City Dispatch Center** is operated by the Salt Lake City Fire Department and Salt Lake City Police Department. It serves the Sandy City Fire Department and Sandy City Police Department.
- **Utah Highway Patrol** dispatches Utah Highway Patrol resources.

2.2.2.1 The Policy Group

The Policy Group oversees and participates in emergency decision-making and issue appropriate emergency proclamations, resolutions, and executive orders. Their role is to provide overall directions and objectives that inform response operations and priorities.

Policy Group responsibilities include but are not limited to:

- Promulgating plans for safeguarding the lives and property of the citizens of Draper City.
- Providing for the continuance of effective and orderly governmental control for emergency and recovery operations.
- Overseeing and participating in emergency policy decision-making.

2.2.3 Determine Whether Comprehensive Emergency Management Plan Activation is Required

Upon identification or warning of an incident, the following senior decision-makers have the authority to activate the CEMP:

- Draper City Emergency Manager or designee
- Draper City Manager or designee

Senior leadership considers the initial assessment from first responders to determine if the CEMP and operations within should be activated. Once the CEMP has been activated, relevant municipal and County agencies and partners are notified to implement the subsequent sections of this plan.

Warn the Community About Imminent Threats

If an emergency or disaster poses an immediate risk to the community, first responder agencies, in coordination with local Public Information Officers (PIOs) and EM's provide

alert and warnings to the community and implement protective actions as rapidly as possible. If needed, Draper City will coordinate with SLCo EM PIO for iPAWS messaging.

2.2.3.1 Determine Which Emergency Facilities to Use

Decide Which Facilities are Necessary to Support Response

Following the activation of the CEMP, the Draper City Emergency Manager coordinates with the Draper City Manager, the Policy Group, first responding agencies, and other Draper City leadership. Together, they determine which emergency management facilities to activate.

2.2.3.2 Notification of Personnel

When the Draper City Emergency Operations Center Manager has decided to activate, notifications to appropriate personnel with additional instructions will be sent. Activation notifications are sent through a variety of channels, including:

- Phone Notification
- Emails
- Text
- Everbridge

2.2.3.3 Emergency Operations Center Activation Levels

Upon identification or warning of an incident, the following senior decision-makers have the authority to activate the EOC:

- Draper City Emergency Manager or designee
- Draper City Manager or designee

Level 1 - The incident requires an extreme amount of direct local government (or municipal) assistance (could also do local government and mutual aid assistance for response and recovery efforts. Staffing Guidelines: Full EOC Staffing, All EOC Sections, branches, and positions. All ESFs and interagency liaisons.

Level 2 - The incident requires a moderate amount of municipal / mutual aid assistance. Staffing guidelines: Moderate EOC Staffing, some EOC sections, branches, and positions. Only ESFs and liaisons.

2.2.3.4 Staff the Municipal Emergency Operations Center

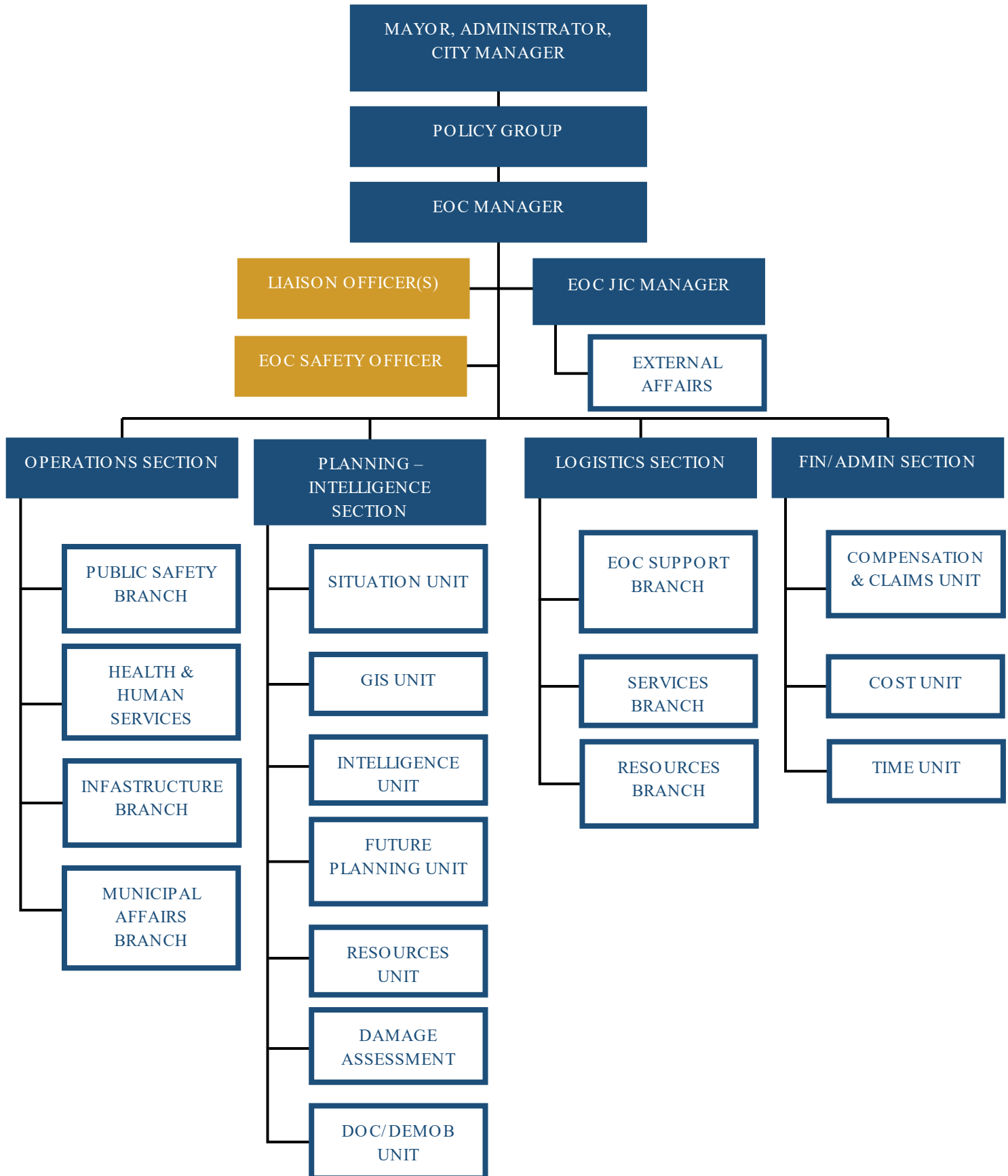
When an event requires EOC activation, the Draper City Emergency Manager determines which EOC sections, branches, positions, and ESFs are activated or deactivated depending on the emergency or disaster's scope and size.

The EOC uses a Hybrid ICS structure to respond to incidents and is organized by:

- Sections that group the operations of the four core functions of the EOC
- Branches that organize section-specific operations and may have a combination of ESF and EOC positions
- ESF that are groupings of similar organizations and agencies to support section and branch-specific operations
- EOC positions that provide specific support for EOC sections and overall EOC operations, such as safety, communications support, and documentation

Figure 4 provides an overview of the Draper City EOC structure, including sections, branches, and positions.

Figure 4: Emergency Operations Center Organization



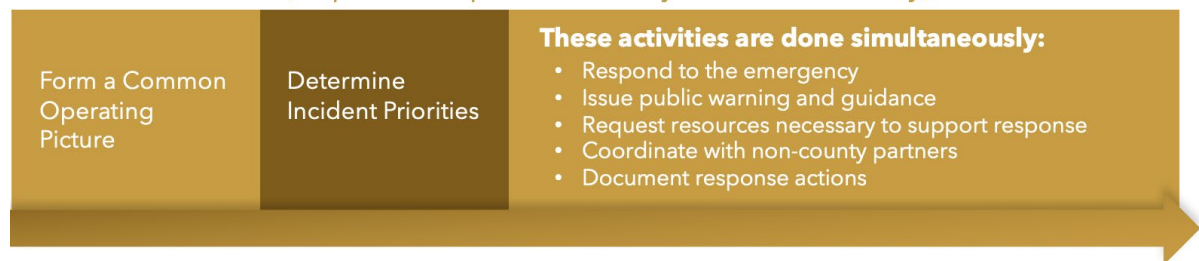
2.3 Response

Response begins immediately after an incident occurs or is identified. Response operations often start at the municipal level, then expands to neighboring jurisdictions, County, State, and federal support as the needs of the incident exceed capabilities. In compliance with Homeland Security Presidential Directive 5, municipal, special service district, County, State, and responding federal entities utilize NIMS as the coordination structure to facilitate command and control during response operations. An effective response depends on proper incident evaluation, rapid interagency coordination, and efficient utilization of available resources.

Response operations consist of immediate actions that save lives and prevent further property damage, such as fire suppression, food distribution, and communicating emergency public information. Municipal, County, and State agencies are responsible for executing these actions to limit the impacts of the incident on the affected community.

Figure 5: Response Phase Overview

RESPONSE PHASE (steps to be repeated as many times as necessary)



Key Activities

- First responders perform immediate life-saving and protective actions as they arrive on-scene of the incident.
- Incident Command directs first responders, supporting agencies, and the EOC to coordinate protective actions.
- EOC coordinates interagency information sharing to establish a common operating picture and maintain situational awareness across the response.
- EOC organizes ESF operations around the assessment and stabilization of Community Lifelines.
- EM, first responders, the Joint Information Center (JIC) and other supporting municipal and Draper City entities provide warning and status updates to the community through various notification platforms.
- EM coordinates agencies and organizations to conduct rapid damage assessments (RDA) and initial damage estimates to determine immediate response needs and begin to estimate monetary damages.
- The EOC Logistics Section identifies and procures requested resources and coordinates distribution.

- Municipal and County agencies coordinate a request for a disaster declaration through the State if the disaster or emergency incident overwhelms municipal capabilities.
- The EOC Finance/Administration Section and the Planning Section collect incident-related documentation.

Field Response and Tactical Operations

Municipal first responder agencies, such as Draper City Fire Department and Draper City Police Department, are often first on the scene of an imminent or actualized emergency or disaster incident. They will respond to incidents to protect life, safety, and property based on internal SOPs. These agencies often set up ICS structures to coordinate interagency operations.

EM and the EOC staff coordinate with the Incident Command Post (ICP) regularly to support field response by identifying additional resources, disseminating public information, and coordinating mass care operations. The EOC coordinates with field response through the EOC Operations Section by communicating with first responder agency liaisons.

2.3.1 Establish a Common Operating Picture

In critical situations, effective decision-making relies on a comprehensive understanding of the strategic environment. For first responders, elected officials, members of the Policy Group, and supply chain managers alike, maintaining robust situational awareness over real-time events is essential. A common operating picture facilitates situational awareness and information sharing and ensures incident leadership across all agencies can make effective and consistent decisions.

The EOC Manager and EOC Planning Section determine the procedures and integrated systems that municipal, first responder, and Draper City entities utilize to establish a common operating picture.

They include but are not limited to:

- Updates through phone, text, and email
- Recurring scheduled meetings providing status updates
- Development and dissemination of Situation Reports (SitReps)
- Information and data management tools

2.3.2 Communicate with the Community

The Communications Director, who serves as the JIC manager, is responsible for establishing the JIC to facilitate the collection and dissemination of accurate and timely information. The JIC is staffed by qualified Draper City personnel. Public information responsibilities of Draper City include:

- Coordinating with appropriate neighboring jurisdictions, special service district, County, State, federal entities, and all media representatives to ensure timely and accurate information is provided to the community
- Pushing public messaging to the community through various channels (e.g., press conferences, social media, emergency alerts)
- If needed, activating the JIC and support team to better facilitate:
 - Information collection
 - Information dissemination
 - Interaction and coordination with the media
 - Unified messaging
 - Information deconfliction

Communicating With the Whole Community

Additional communications methods are incorporated into warning, notification, and status updates to increase the accessibility of information and reach the whole community, including individuals with access and functional needs. Examples of accessible communications include:

- Adding open and closed captioning on Draper City television broadcasts.
- Including an American Sign Language (ASL) interpreter during media briefings.
- Translating and providing print, news, and social media emergency public information in English, Spanish, and other languages commonly spoken in Draper City.

2.3.3 Protective Actions

Some emergency or disaster incidents may require Draper City to implement protective actions such as evacuations and sheltering. Incident Command, in coordination with the Draper City Emergency Manager and/or the City Manager, decides whether to implement protective actions based on the scope, size, and impacts of the incident as well as information from responding agencies and organizations.

Executing protective actions requires coordination among multiple ESFs and supporting agencies.

2.3.4 Perform Damage Assessments

Municipal agencies conduct damage assessments during the response to identify incident impacts, prioritize response and restoration activities, and initiate the cost recovery process. The objectives of damage assessments include:

- Determining immediate life safety issues such as trapped or missing individuals
- Assessing economic impacts
- Identifying the scope of damages
- Determining the status of infrastructure
- Prioritizing response operations
- Documenting damages
- Affixing an estimated dollar amount to damage to justify the need for additional assistance

New impacts, damages, or disruptions to infrastructure are incorporated into updated assessments and reported to relevant ESFs and County, State, and federal supporting agencies. Table 5 provides an overview of the damage assessments conducted during response operations, including who may conduct them and the types of information collected.

Table 5: Response Damage Assessments

Assessments	Rapid Damage Assessment or “Windshield Assessment”	Initial Damage Estimates
Time Conducted	As soon as possible or hours after an initial incident impact	Days to weeks after initial incident impact
Purpose	Determine immediate incident impacts and hazards to direct response operations and priorities.	Determine the status of infrastructure and estimation of monetary damages to public and private property. This assessment is necessary to validate State and federal support and set recovery needs and times.
Overview	<ul style="list-style-type: none">● Size up incident● Determine lifesaving needs● Determine critical infrastructure status● Identify immediate hazards● Casualty reports	<ul style="list-style-type: none">● Early estimation of monetary damages● Critical infrastructure status● Justify disaster declaration
Conducted By:	<ul style="list-style-type: none">● 1st Responders● Field Units	<ul style="list-style-type: none">● Facilities Management● Public Works Engineering● Planning and Development

Assessments	Rapid Damage Assessment or “Windshield Assessment”	Initial Damage Estimates
Information Collected	<ul style="list-style-type: none"> • Structure safety and damages • Environmental hazards • Response follow-up actions 	
Priority Facilities	<ul style="list-style-type: none"> • Hospitals • Schools • Churches • Government Facilities • Critical Infrastructure 	

2.3.5 Request Resources Necessary to Support Response

The EOC Logistics Section and ESF #7, if activated, are the primary conduits for coordinating agency requests for additional resources. When a request is received, ESF #7 identifies the most economical and appropriate means of meeting the request. Examples of resources that may be requested or distributed during emergency and disaster response and recovery include, but are not limited to:

- Food and water
- Office space and equipment
- Fuel
- Transportation
- Heavy equipment

The following process is used to request, approve, and pay for resources:

1. EOC Logistics Section receives a request by phone call or ICS 213 form. EOC Logistic Section staff document requests in an ICS 213 form.
2. EOC Logistics Section identifies sourcing and costs of resources.
3. EOC Logistics Section sends information to EOC Finance/Administration Section for approval.
4. Upon approval from the EOC Finance/Administration Section, additional approval may be needed depending on the policy and procedures set by the EOC Manager and EOC Finance/Administration Section Chief.
5. Upon final approval, the EOC Finance/Administration Section facilitates the payment for resources.
6. EOC Finance/Administration Section and EOC Logistics Section track and monitor deployment and eventual demobilization (if applicable) of resources.

EM maintains current resource information on supplies, equipment, facilities, and skilled personnel for emergency response and recovery operations.

2.3.6 Request Mutual Aid

Note: Municipal response may require the use of resources beyond those available within the municipality. To expedite the resource sharing process, Draper City has entered into mutual aid agreements with neighboring jurisdictions and assisting agencies to access additional resources should they be available. Such mutual aid agreements can be pre-established (preferred) or created at the onset of response operations. Pre-establishing mutual aid agreements prior to response operations is preferred as the agreements can be rapidly utilized during response.

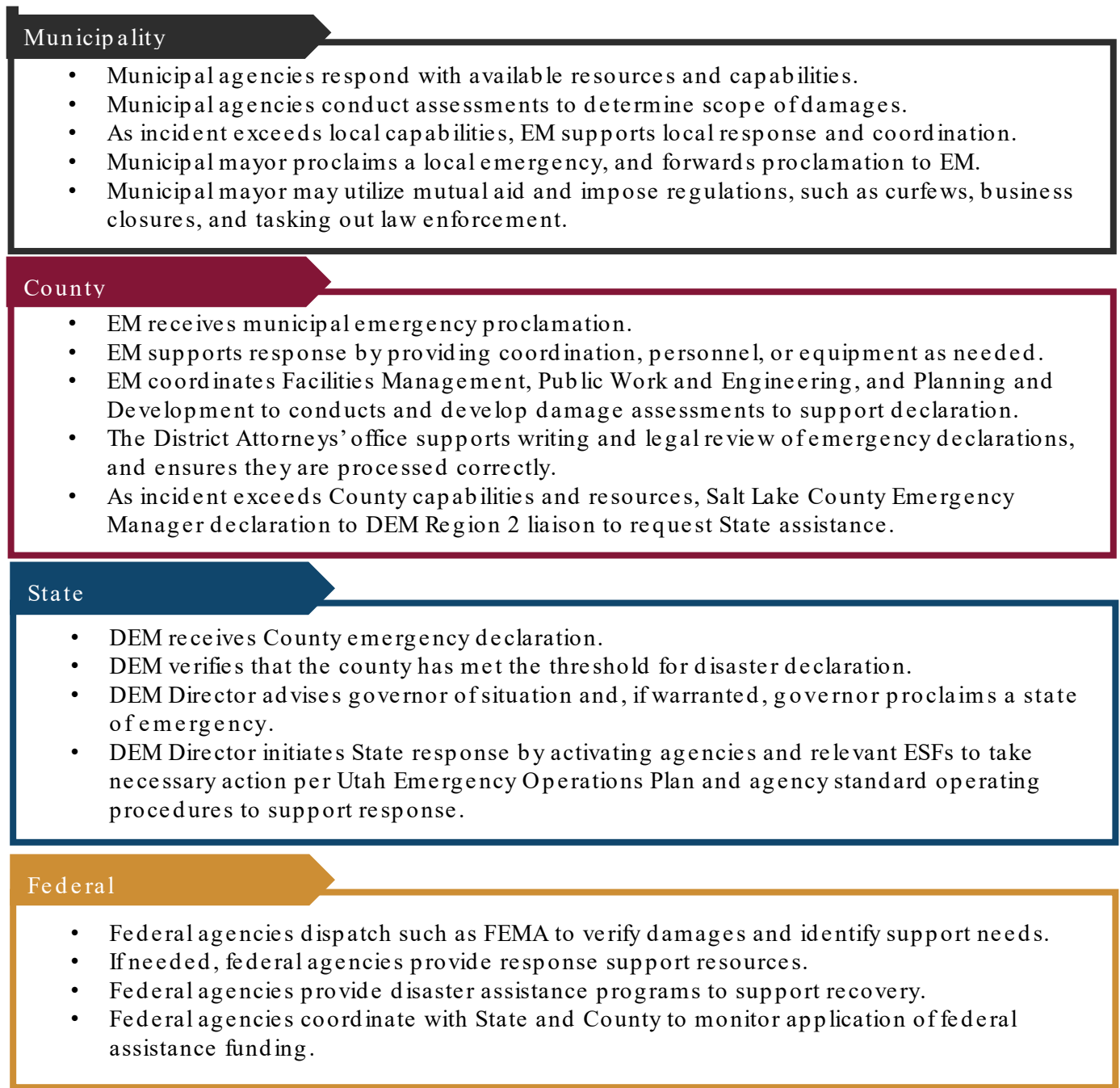
Mutual aid agreements often include:

- Identification of the resources accessed
- Reasonable assurance that resources are available when needed
- Terms for compensation

2.3.7 Request a Disaster Declaration

The disaster declaration process is a critical step for local entities to access County, State, and federal support and assistance. Figure 6 provides an overview of how emergency declarations at the municipal and County level are escalated to the State and federal government.

Figure 6: Response Phase Overview



2.3.8 Coordinate with Non-Draper City Partners

To effectively implement activation, response, recovery, and preparedness actions, Draper City coordinates with County, State, federal, and private-sector partners. This section provides an overview of how these entities coordinate.

As an incident evolves, expands, or affects certain sectors, various agencies may become involved to support response and recovery operations. Figure 7 provides a general overview of how different agencies and entities are involved as an incident becomes more complex.

Figure 7: Incident Complexity

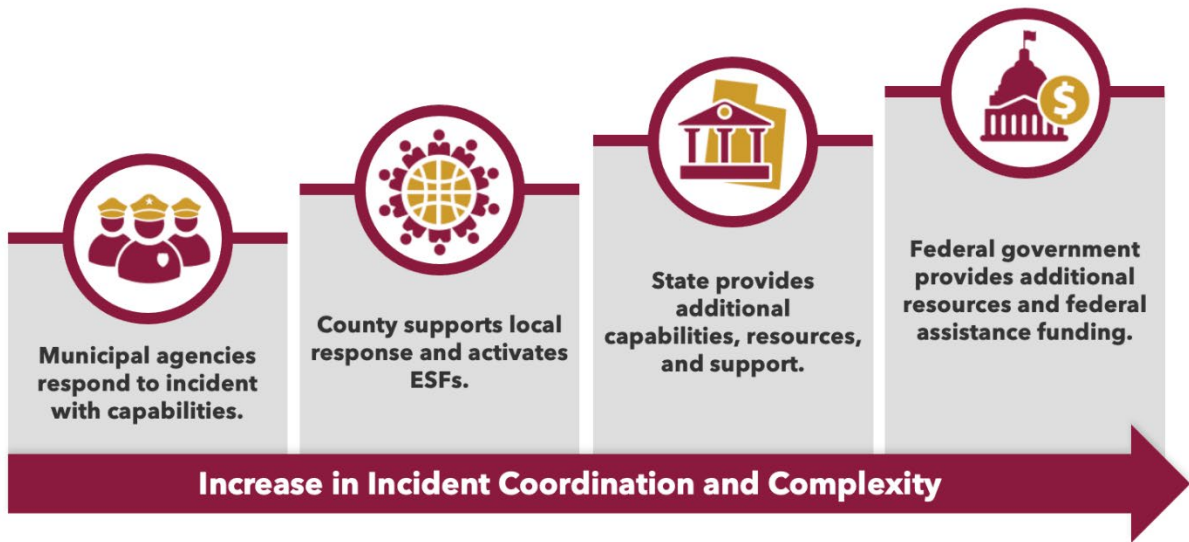


Table 6 describes the major responsibilities related to coordination during emergency and disaster response and recovery operations.

Table 6: Coordination Roles and Responsibilities

Entity	Coordination Roles and Responsibilities
Municipalities	<ul style="list-style-type: none">Respond to incident based on available resources and capabilities.Notify municipal emergency management and other supporting agencies of operations, initial assessment, and need for further support (if required).Activate relevant municipal EOC to provide timely, accurate, and regular assessments and coordination support.Declare a local emergency if warranted.
County	<ul style="list-style-type: none">Activate ECC to support response and recovery coordination.Notify DEM of incident and request support as needed.

Entity	Coordination Roles and Responsibilities
County (cont.)	<ul style="list-style-type: none"> • Create County disaster declaration as needed. • Coordinate with Utah DEM to request federal assistance as needed. • Coordinate requests from municipalities and County departments, organizations, and agencies for resources to support response and recovery. • Regularly assess and document incident impacts and status. • Develop timely and accurate messaging to the community regarding incident status and protective actions.
State of Utah	<ul style="list-style-type: none"> • Provide DEM liaison to support communication and coordinate between the EOC and DEM. • Coordinate support from State of Utah agencies, other counties, and inter-State mutual aid through EMAC. • Support Draper City and State disaster declaration as needed. • Coordinate federal assistance.
Federal Government	<ul style="list-style-type: none"> • Provide response support and resources if State of Utah capabilities are insufficient to respond and recover from the incident. • Provide federal assistance to help the Draper City recover from emergency or disaster impacts.
Private Sector	<ul style="list-style-type: none"> • Incorporate response and recovery resources and support to municipal and County governments through requests, agreements, and memorandums of understanding (MOU). • Provide situational assessment and ensure situational awareness of disaster or emergency, if applicable.

2.2.9 Document Response Actions

Thorough documentation is required to support situational awareness, federal reimbursement, and audits. The EOC Finance/Administration Section, in coordination with the EOC Planning Section, is responsible for maintaining and archiving incident documentation. Documentation and records that responding agencies should produce and maintain throughout the incident response and recovery include, but are not limited to:

- Time tracking and timesheets
- Activity logs (ICS 214 form)
- Purchasing cost tracking, receipts, and procurement approvals in line with requirements for Title 44 and 200 of the Federal Code of Regulations and NIMS
- Damage Assessments

- Situation Reports
- Incident Action Plans

2.4 Recovery

This section provides an overview of Draper City’s recovery operations to return the community to pre-disaster conditions. After initial lifesaving and protection response operations have concluded, Draper City shifts to recovery operations. Depending on the circumstances of the incident, recovery may occur simultaneously with response and can extend for months or even years after a disaster, depending on the scale, impacts, and needs of the community.

Figure 8: Recovery Phase Overview



Key Activities

- The Draper City Mayor, in coordination with the Draper City Emergency Manager and the Draper City Council, initiates recovery and the mobilization of recovery resources and operations.
- The Draper City Emergency Manager, in coordination with ESFs, the Draper City Mayor, and the Policy Group, determines whether to deactivate response resources.
- The Recovery Task Force (RTF) manages, facilitates, and leads recovery operations.
- RSFs are activated as needed to provide targeted recovery support.
- Draper City agencies conduct Preliminary Damage Assessments (PDA) to determine the scope of impacts and monetary damages needed to facilitate a disaster declaration.
- The federal government provides assistance through programs and grants to help the community recover.
- RTF coordinates the development and implementation of a Long-Term Recovery Plan to support community recovery and resilience building.

2.4.1 Transition from Response to Recovery

The speed of and process for the transition from response to recovery depends on the size and scope of recovery needs and the capacity of the County. The County Mayor, in coordination with the Salt Lake County Emergency Manager and County Council, makes the determination to mobilize recovery resources during or following response operations.

The following events or triggers can help facilitate the gradual transition to recovery operations:

- The hazard has subsided or been contained.
- Initial response efforts have plateaued or stabilized.
- Protective actions have been implemented if required.
- Injured persons or fatalities have been entered into the medical system.
- Initial damage assessments have been completed.
- Disaster impacts on the community are understood.
- Community Lifelines are stabilized.

Transition Considerations

The transition from response to recovery may not be clear. Some considerations as operations begin to shift include:

- Transition may occur at different rates throughout the County. Some communities may be functioning normally while others still lack essential services.
- Response and recovery functions may occur simultaneously, with staff sometimes supporting both, depending on their function. It is important to delineate responsibilities within functions to ensure recovery is not forgotten during early response operations.

ESF #14 is responsible for supporting the ESF to RSF transition and initiating recovery resource mobilization. This process includes:

- Determining the scope of recovery operations
- Establishing the coordination and communication structures among recovery partners
- Ensuring coordination between response and recovery organizations and agencies
- Transitioning ESF operations to RSFs and activating additional RSFs, as needed
- Identifying available funding sources and advocating for community assistance, as needed

2.4.1.1 Demobilize Response Resources

As Draper City shifts to recovery, various response operations may be demobilized from the EOC. The Draper City Emergency Manager, in coordination with ESFs, the Draper City Mayor, and the Policy Group, determines when response resources can be demobilized. Once demobilized, ESFs and EOC personnel go through the following demobilization process:

1. Return all provided equipment to owners and determine if any additional documentation is needed.
2. Clean workspace in EOC.
3. Provide any documentation, such as activity logs, to the EOC Planning Section Chief.
4. Participate in any after-action meetings or follow-up discussions to identify strengths, gaps, and areas for improvement during response and recovery operations.

The Draper City Mayor, in coordination with the Draper City Emergency Manager and the Draper City Council, makes the determination to mobilize and demobilize recovery resources.

2.4.2 Convene Recovery Task Force

The Draper City Emergency Manager, in coordination with the Draper City Mayor and Policy Group, makes the determination to activate the RTF to manage, facilitate, and lead recovery operations. The RTF is composed of Draper City employees and agency partners who support recovery operations in addition to their regular work. The task force may have one or two key staff reassigned to support recovery full time. The RTF will coordinate virtually, out of the EOC, or out of Draper City Hall, depending on the situation.

The RTF is initially made up of the following positions:

- Draper City Mayor
- Draper City Emergency Manager
- Draper City Community Development Director
- Draper City Treasurer

The composition of the task force may change as recovery progresses and new focus areas emerge.

Responsibilities of the RTF include:

- Developing a long-term recovery plan, including short, mid-term, and long-term goals to guide recovery operations
- Coordinating activated RSFs
- Coordinating County and federal assistance to affected communities

- Coordinating with JIC and PIOs to provide recovery public messaging to the County

2.4.2.1 Activate Relevant Recovery Support Functions

RSFs encompass core recovery capabilities, including those not active in emergency response, to focus on community recovery needs. RSFs are organized into six core functions and are activated to identify and resolve recovery challenges. RSFs may consist of redeployed City staff from departments where day-to-day operations and expertise are applied to one or more of six core recovery areas.

RSFs are used to supplement the RTF as recovery operations develop. The RTF activates specific RSFs as recovery operations dictate. Every disaster does not require every RSF, and some may not require any; it depends on the scale of the disaster and is at the RTF's discretion.

Table 7 describes each RSF's mission and designates a coordinating agency and secondary agency (or agencies) responsible for carrying out recovery planning and supporting operations.

Table 7: Emergency Support Function to Recovery Support Function Transition

Recovery Support Function Number	ESF Transition	Mission	Primary and Supporting Agencies
RSF #1 – Community Planning and Capacity Building	ESF #1 ESF #2 ESF #3 ESF #12 ESF #15	Ensure equitable representation of the City community during post-incident recovery planning, financing recovery operations, and capacity building of the City community to improve resilience.	Primary <ul style="list-style-type: none"> • Draper Community Development Secondary <ul style="list-style-type: none"> • Draper FD • Draper PD • Draper Planning Commission
RSF #2- Economic Redevelopment	ESF #7 ESF #14 ESF #15	Assist in developing programs and policies to recover and improve the business and economic sector through engagement with public, private, and non-profit organizations.	Primary <ul style="list-style-type: none"> • Draper Community Development Secondary <ul style="list-style-type: none"> • Draper EM • Draper Finance
RSF #3 – Health and Human Services	ESF #8 ESF #14	Address short- and long-term health and social services impacts to the City community post-disaster in coordination with public, private, and non-profit partners.	Primary <ul style="list-style-type: none"> • Draper Community Development Secondary <ul style="list-style-type: none"> • Salt Lake County Health Department

Recovery Support Function Number	ESF Transition	Mission	Primary and Supporting Agencies
RSF #4 - Housing	ESF #6	Assist in the short- and long-term support, sheltering, and housing of displaced residents following the impacts of an emergency or disaster.	Primary <ul style="list-style-type: none"> • Draper Parks & Recreation Secondary <ul style="list-style-type: none"> • American Red Cross
RSF #5 – Infrastructure Systems	ESF #1 ESF #2 ESF #3 ESF #12	Coordinate efforts of public and private stakeholders to restore and increase resilience of infrastructure from future hazard impacts.	Primary <ul style="list-style-type: none"> • Draper Public Works Secondary <ul style="list-style-type: none"> • Draper FD • Draper PD • Draper Planning Commission

2.4.2.2 Recovery Operations Center

Depending on the scope of the emergency or disaster, Draper City activates a Recovery Operations Center, the primary location where recovery operations are coordinated. The Recovery Operations Center is managed by the RTF and staffed with representatives from activated RSFs.

The Recovery Operations Center may be co-located within the EOC or in an alternate location

2.4.3 Assess Recovery Needs

2.4.3.1 Conduct Preliminary Damage Assessments

PDAs are one of the core steps of the emergency declaration process as they identify and determine a dollar amount for damages. The PDA assists the County Council in determining additional needs and resources. Damage assessments are to be conducted in municipalities affected by the disaster and relayed to the EOC through established communication channels.

The EOC Planning Section is responsible for collecting and organizing PDA data. This includes:

- Aggregating PDA data to get a full scope of damage
- Displaying PDA data spatially using Geographic Information Systems (GIS)
- Supporting decision-making and prioritization of operations

Table 8 provides an overview of the PDA, who may conduct it, and the type of information collected.

Table 8: Preliminary Damage Assessments (PDA)

Preliminary Damage Assessment	
Time Conducted	<ul style="list-style-type: none"> • Days to weeks after the initial incident impacts • Conducted after Initial Damage Estimate
Assessment Overview	<ul style="list-style-type: none"> • Quantify damage • Assist with disaster declaration • Determine impacts to critical facilities
Conducted By:	<ul style="list-style-type: none"> • FEMA • EM • Qualified Draper City personnel • Approved assessors
Information Collected	<ul style="list-style-type: none"> • Estimated costs of damage • Type of facility damaged • Location of the damage facility • Pictures of damage • Insurance status
Priority Facilities	<ul style="list-style-type: none"> • Government facilities • Water infrastructure • Parks and recreation facilities

PDA results are used by Draper City leadership to support a request for a declaration of a state of emergency, emergency orders, or an emergency declaration at the city level. The governor utilizes the Draper City PDA to support a federal declaration of a state of emergency request that illustrates the needed response efforts exceed State and County recovery capabilities. PDA information in the request includes data such as:

- Cost of response efforts (e.g., emergency personnel overtime)
- Emergency services shortfalls
- Community damage
- Number of citizens affected

2.4.3.2 Federal Assistance

Following a disaster declaration and initial damage assessment(s), the intent is to maximize the benefit from federal funds that an impacted community may be qualified to receive. These funds can help prevent delays in recovery and eliminate possible duplication of assistance at the municipal, County, State, and federal levels. The objective is to focus federal resources on the most pertinent recovery needs and to foster trust and communication between stakeholders at all levels. More information regarding Federal Assistance Programs can be found on page 34.

The RTF coordinates with FEMA to open a Disaster Recovery Center (DRC). DRCs provide a location where supporting municipal, County, State, and federal agencies provide

community outreach and support to citizens and businesses navigating recovery and applying for federal assistance.

2.4.4 Initiate Long-Term Recovery Efforts

Long-term recovery efforts help restore communities to pre-disaster or pre-emergency conditions and build resilience against future incidents. The primary tool for guiding long-term recovery is a Long-Term Recovery Plan.

2.4.4.1 Develop a Long-Term Recovery Plan

The development of a Long-Term Recovery Plan allows Draper City leaders and community stakeholders to make complex, community-wide decisions to rebuild and increase resilience. Plan development and implementation is managed by the RTF and activated RSFs in coordination with the Draper City Mayor's Office and EM.

The Long-Term Recovery Plan is developed and implemented through the following steps:

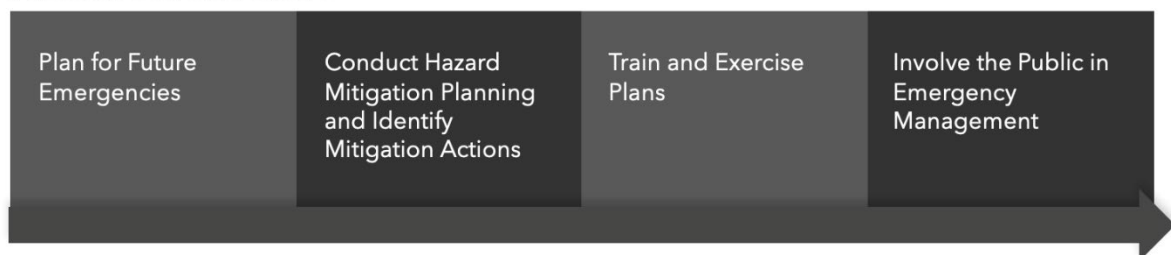
1. Convene a core and inclusive community planning team led by previously identified RSFs.
2. Develop a unified approach and shared community vision.
3. Build on existing community planning and best practices.
4. Complete initial damage and needs assessments.
5. Identify realistic and achievable recovery actions and goals.
6. Coordinate planning efforts with municipalities and the State.
7. Implement the Long-Term Recovery Plan, monitor initial outcomes, and continually update as needed.

2.5 Preparedness

This section provides an overview of preparedness actions executed by Draper City and partnering agencies to prepare for the impacts of all hazards. Preparedness actions occur prior to and after emergencies and disasters and include planning, training, and exercises.

Figure 9: Preparedness Phase Overview

PREPAREDNESS PHASE



Key Activities

- All agencies develop internal plans to support emergency or disaster preparedness.
- EM coordinates hazard mitigation planning and identification of mitigation projects to lessen the impacts of emergencies and disasters.
- EM plans for and executes training and exercises for different partner entities within the Municipality.
- The EM and municipal PIOs implement outreach strategies to inform, educate, and engage the community on emergency preparedness.

2.5.1 Develop Plans for Future Emergencies

2.5.1.1 Maintain Plans that Support Response and Recovery

Relevant Draper City departments, agencies, and organizations maintain operational plans and documents described in Table 9 to better facilitate disaster and emergency response.

Table 9: Planning Documentation Overview

Document	Description
Comprehensive Emergency Management Plan	Establishes the framework for Draper City to respond to, recover from, prepare for, and mitigate against all hazards that pose a threat to Draper City.
SLCo Hazard Mitigation Plan	Identifies hazards and vulnerabilities specific to the County and its communities. The plan also includes mitigation solutions to minimize emergency or disaster impacts and reduce the threat to life and property.

2.5.1.2 Update Plans Regularly

Emergency Management has the overall responsibility for ensuring their plans, annexes, operations guides, and associated checklists are current. The Draper City Emergency Manager or designee assigns personnel to be accountable for the upkeep of specific planning documentation. All other municipal departments or divisions that have emergency response or recovery assignments are responsible for developing and maintaining their own plans and procedures.

2.5.1.3 Train and Exercise Plans

Coordination structures and procedures described in the CEMP and other preparedness documentation are subject to and supplemented by regular training and exercises. EM shares the content and concepts within the plan and components with municipal and State partners and the wider County community through outreach.

2.5.1.4 Create Regular Opportunities for Training and Exercises

Draper City Emergency Manager or designee maintains a training and exercise program that supports familiarity with emergency management concepts and procedures for municipal response partners and County departments and divisions. Areas of training include:

- ICS
- Policy Group roles and responsibilities
- NIMS compliance
- ESF specific operations
- EOC operations, including:
 - An overview of the facility
 - How to operate technology (e.g., phones, computers, and tools such as WebEOC)
- Additional programs or trainings established to meet the needs of the National Qualification System

Incident Command System Baseline Training

All Draper City staff that may play a role in emergency response, recovery, preparedness, and mitigation are encouraged to complete baseline ICS training as directed by Homeland Security Presidential Directive 8. Many of these courses are available online for free through FEMA's Independent Study Program or through the EM staff. Completing these trainings provides staff with an overview of ICS and important context needed to understand emergency management concepts and operate within the city's command and control structures. The baseline ICS courses include the following:

- IS-100: Introduction to the Incident Command System
- IS-200: Basic Incident Command System for Initial Response
- IS-700: An Introduction to the National Incident Management System
- IS-800: National Response Framework, An Introduction

Each Draper City agency, department, and division is also responsible for ensuring that essential staff are identified and trained at levels that enable effective implementation of their existing response plans, procedures, and policies.

Exercises

Draper City Emergency Management is responsible for conducting exercises for the emergency response partners in the city, including departments, divisions, ESFs, and municipal partners. In compliance with the Homeland Security Exercise and Evaluation Program (HSEEP), EM is responsible for developing exercises using HSEEP methodology. Examples of exercises include:

- Discussion-based exercises to familiarize players with plans, policies, procedures, and agreements. These focus on strategic, policy-oriented issues, led by a facilitator to keep the discussion progressing toward objectives.
 - These exercises include seminars, workshops, tabletop exercises, and games.
- Operations-based exercises to validate plans, policies, procedures, and agreement; clarify roles and responsibilities; and identify resource gaps. These exercises include real-time response utilizing communications and mobilizing resources and personnel.
 - These exercises include drills, functional exercises, and full-scale exercises.

Following exercises or real-world incidents, EM is responsible for leading an after-action process with responders and participants to identify strengths, gaps, and improvement strategies. The outcome of this process is captured in an AAR, and any relevant findings are incorporated into updates to the CEMP and other planning documentation.

2.5.2 Involve the Community in Emergency Management

Effective community preparedness requires ongoing community awareness and education programs so citizens are prepared and understand their responsibilities should a major disaster or emergency occur.

2.5.2.1 Improve Public Safety through Education and Outreach

The EM JIC Manager/PIO, in coordination with other municipal communications officers, is responsible for developing and disseminating preparedness public messaging campaigns. Examples of these campaigns include:

- Signing up for public alert applications
- Developing a personal preparedness plan
- Informing the community on safety information about flood zones and evacuation routes

2.5.2.2 Leverage Community Programs to Support Engagement

Strong partnerships with citizen groups and organizations support emergency and disaster response, recovery, preparedness, and mitigation operations. Table 10 provides an overview of programs that promote a culture of preparedness and resiliency throughout Draper City.

Table 10: Community Programs Overview

Program	Description
Draper City Community Emergency Response Team (CERT)	Provides standardized training that equips citizens with the skills necessary to prepare for and respond during a disaster until help arrives. Examples of response skills include first aid, triage, and light search and rescue.
American Red Cross (ARC)	Provides mass care support to the County through their network of volunteers. Functions of the ARC include staffing and operating shelters as a part of ESF #6.
Salvation Army	Provides human services support during emergency and disaster incidents, including food, water, and mental health services.
Church of Jesus Christ of Latter-Day Saints (LDS)	Emphasizes and encourages preparedness and self-reliance among its members. This includes educating families on maintaining supplies and resources for long-term incidents. The Church also has an extensive volunteer base that may be leveraged during emergency or disaster incidents to support as needed.
Catholic Community Services of Utah	Empowers communities in need to reach self-sufficiency. This includes supporting homeless populations, managing refugee cases, and distributing food to vulnerable populations.

3. ROLES AND RESPONSIBILITIES

This section outlines general roles and responsibilities for Municipal, County, State, and federal entities related to response, recovery, preparedness, and mitigation operations.

3.1 Functional Responsibilities

Table 11 provides an overview of emergency response functions and the primary (P) and secondary (S) entities that are responsible for executing those functions.

Table 11: Agency Roles & Responsibilities

Function	Draper City Fire Department EM	Draper City Mayor/City Manager's Office	SLCo Health Department	Draper City Information Services	Draper City Public Works	SLCo Human Services	Draper City Mayors/Manager Office of Finance	Draper City Police Department	Draper City Fire Department	American Red Cross (ARC)	Salvation Army	Faith-Based NGOs	Private Sector
Administration and Finance	S						P						
Agriculture and Natural Resources					S								P
Alert and Notification	P							S	S				
Communications	S			P				S	S				
Critical Infrastructure and Key Resource Restoration					P								S
Damage Assessment	S				P								

Function	Draper City Fire Department EM	Draper City Mayor/City Manager's Office	SLCo Health Department	Draper City Information Services	Draper City Public Works	SLCo Human Services	Draper City Mayors/Manager Office of Finance	Draper City Police Department	Draper City Fire Department	American Red Cross (ARC)	Salvation Army	Faith-Based NGOs	Private Sector
Debris Management				P					S				
Detection And Monitoring	S							P	P				
Direction, Control, and Coordination	P	P						S	S				
Donation Management							P			S	S	S	S
Emergency Public Information	P	S											
Energy and Utilities Services					S								P
Evacuation and Shelter-in-Place		S						P	P				
Fatality Management and Mortuary Services													
Firefighting/Fire Protection									P				
Food, Water, and Commodities Distribution											P		
Hazardous Materials									P				

Function	Draper City Fire Department EM	Draper City Mayor/City Manager's Office	SLCo Health Department	Draper City Information Services	Draper City Public Works	SLCo Human Services	Draper City Mayors/Manager Office of Finance	Draper City Police Department	Draper City Fire Department	American Red Cross (ARC)	Salvation Army	Faith-Based NGOs	Private Sector
Information Collection, Analysis, and Dissemination	<i>P</i>							<i>S</i>					
Law Enforcement								<i>P</i>					
Mass Care and Sheltering	<i>S</i>									<i>P</i>	<i>P</i>	<i>S</i>	
Mutual Aid	<i>P</i>	<i>S</i>											
Private Sector Coordination	<i>P</i>												<i>P</i>
Public Health and Medical Services			<i>P</i>										
Public Works and Engineering					<i>P</i>								
Resource Management and Logistics	<i>P</i>								<i>S</i>				
Search and Rescue									<i>P</i>				
Transportation Systems and Resources					<i>P</i>								
Volunteer Management	<i>S</i>									<i>P</i>	<i>P</i>		
Warning	<i>P</i>							<i>S</i>	<i>S</i>				

3.2 General Roles and Responsibilities

3.2.1 Municipalities

Municipalities serve as the primary provider of emergency services within their jurisdiction to ensure timely response to incidents and are often the first to use their personnel and resources during an incident. Table 12 describes municipal role and responsibilities.

Table 12: Municipal Roles & Responsibilities

Entity	Roles and Responsibilities
Draper City Emergency Management	<ul style="list-style-type: none">• Support ESF #15 by providing updates on incident status to the community through public information and outreach.• Support ESFs #1, #5, #7 and #15 by coordinating response efforts and communications.• Respond to and recover from emergencies and disasters based on municipal resources and capabilities.• Through liaisons, maintain communications with neighboring municipalities and the County regarding additional resource and capability needs.• Provide personnel and resources to neighboring municipalities and the County through formal requests.• Declare a local emergency, per authority stated in local ordinance, if municipal resources and capabilities do not meet scope and size of emergency or disaster.• Identify deficiencies and enhance protective measures to lessen the impact on vulnerable populations and minimize damage to local facilities.• Provide 24/7 personnel with an on-call supervisor and Duty Officer (DO).• Establish EOC activation level.• Coordinate response and recovery operations out of the EOC.• Establish the coordination structures through which local staff respond to and recover from emergencies and disasters.• Identify, train, and exercise Draper City staff to enable effective implementation of existing response plans, procedures, and policies.• Facilitate coordination with municipal, County, State, private-sector, and federal entities to support emergency or disaster response, recovery, preparedness, and mitigation.• Conduct public information operations out of the JIC to ensure the community receives timely and accurate information.• Coordinate with municipal departments and divisions to maintain COOP plans.

Entity	Roles and Responsibilities
Draper City Manager	<ul style="list-style-type: none"> Support ESF #7 through the EOC Finance/Administration Section and EOC Operations Section. Enhance protective policies to lessen the impact on vulnerable populations and minimize damage to critical facilities. Provide overall direction to EOC for emergency and disaster response and recovery operations. Support development and dissemination of public information out of the JIC. Establish emergency declaration if Draper City capabilities and resources are insufficient to meet needs of incident.
Draper City Public Works	<ul style="list-style-type: none"> Support ESFs #1, #3, #10, #11, and #12 with appropriate vehicles and equipment, as well as personnel expertise. Work with government departments and industry partners to assess damage to transportation infrastructure and operations. Ensure public works and engineering-related functions are protected prior to an incident. Identify and acquire secondary buildings for operations to utilize during a response, should critical facilities be damaged, to maintain continuity of operations.
Draper City Police Department	<ul style="list-style-type: none"> Support ESFs #9 and #13 through coordination efforts. Execute tactical response operations to protect life and property. Provide assistance for evacuation operations. Provide security for incident perimeter and other operations. Regularly coordinate with EOC and other responding entities to form common operating picture.
Draper City Fire Department	<ul style="list-style-type: none"> Support ESFs #2, #4, #9, and #10 through appropriate equipment and personnel expertise. Execute tactical response and emergency medical services operations to protect life and property. Coordinate with Contracts and Procurement, UFA Logistics, and others to jointly secure and manage supply chains. Coordinate with EOC and other responding entities to form common operating picture.
Draper City Information Technology	<ul style="list-style-type: none"> Maintain connectivity for all EOC systems (internet, intranet, VoIP, radio gateways, and secure VPNs) Support interoperability between radio systems, telephony, and digital communications tools (e.g., WebEOC, Everbridge, Microsoft Teams, or similar). Support document version control and data integrity for situation reports (SitReps), resource requests, and incident logs Facilitate access to external data sources (e.g., weather feeds, power outage maps, or state emergency management systems)

3.2.2 County

County entities are responsible for coordinating to support response, recovery, preparedness, and mitigation operations for all hazards for which response exceeds local capacity. Table 13 describes county roles and responsibilities.

Table 13: County Roles & Responsibilities

Entity	Roles and Responsibilities
SLCo Health Department	<ul style="list-style-type: none"> Support ESFs #8, #10, and #14 with public health facilities, personnel, and documentation. Assist in community health-focused response and recovery efforts. Support tracking of hospital resources, such as available beds. Activate Health Department to coordinate community-health focused response operations.
SLCo Public Works	<ul style="list-style-type: none"> Support ESFs #1, #3, #10, #11, and #12 with appropriate vehicles and equipment, as well as personnel expertise. Work with government departments and industry partners to assess damage to transportation infrastructure and operations. Ensure public works and engineering-related functions are protected prior to an incident.
SLCo Public Works (cont.)	<ul style="list-style-type: none"> Identify and acquire secondary buildings for operations to utilize during a response, should critical facilities be damaged, to maintain continuity of operations.
SLCo Human Services	<ul style="list-style-type: none"> Support ESFs #6, #7, and #8 with logistics to ensure populations receive necessary resources. Support implementation of disaster assistance programs to help populations recover non-housing losses and access food stamps, crisis counseling, disaster unemployment benefits, legal services, and other services. Provide staff to coordinate volunteers and manage donations depending on the scope and size of the incident and as needed.
SLCo Sheriff's Office	<ul style="list-style-type: none"> Support ESFs #9 and #13 through coordination efforts. Execute tactical response operations to protect life and property. Aid with evacuation operations. Provide security for incident perimeter and other operations. Regularly coordinate with EOC and other responding entities to form common operating picture.
Unified Fire Authority	<ul style="list-style-type: none"> Support ESFs #2, #4, #9, and #10 through appropriate equipment and personnel expertise. Execute tactical response and emergency medical services operations to protect life and property. Coordinate with Contracts and Procurement, UFA Logistics, and others to jointly secure and manage supply chains. Coordinate with EOC and other responding entities to form common operating picture.

Glossary of Common Emergency Management Terms

Table 14: Glossary of Common EM Terms

Term	Definition
After-Action Report	A document intended to capture experiences, best practices, and lessons learned after an operation.
Authorities and References	A component of an emergency management plan that provides the legal basis for emergency operations and activities.
Chain of Command	The orderly line of authority within the ranks of the incident management organization.
Chief	An individual leading a specific section (e.g., Planning Section Chief)
Command Staff	The staff who report directly to the Incident Commander, including the Public Information Officer, Safety Officer, Liaison Officer, and other positions, as required. They may have an assistant or assistants, as needed.
Concept of Operations	A component of an emergency management plan that clarifies the overall approach to response (i.e., what should happen, when, and at whose direction) and identifies specialized response teams and/or unique resources needed to respond to an incident.
County Coordinating Officer (CCO)	Assigned to coordinate municipal resource support activities and information sharing following a major municipal emergency event or disaster. The CCO is responsible for all ECC coordination of resources, programs, and ESF groups for affected jurisdictions, individual victims, and the private sector. The CCO is also responsible for overseeing the preparation of the IAP, which includes identifying operational periods and filling command and general staff positions as needed.
Emergency Support Function	ESFs are groupings of certain sector capabilities into an organizational structure to provide support, resources, program implementation, and services.
Finance/Administration Section	The Incident Command System Section responsible for all administrative and financial considerations surrounding an incident.
General Staff	A group of incident management personnel organized according to function and reporting to the Incident Commander. The General Staff normally consists of the Operations Section Chief, Planning Section Chief, Logistics Section Chief, and Finance/Administration Section Chief. An Intelligence/Investigations Chief may be established, if required, to meet incident management needs.
Incident Action Plan	A document outlining the goals, objectives, and strategy for responding to an incident during each operational period.
Incident Command System	ICS is a common organizational structure for the management of an incident.
Incident Commander	The individual responsible for all incident activities, including the development of strategies and tactics and the ordering and release of resources. The Incident Commander has overall authority and responsibility for conducting incident operations and is responsible for managing all incident operations at the incident site.

Term	Definition
Incident Support Model	The ISM is a variation of the ICS structure that separates the information management/situational awareness function from the ICS Planning Section and combines the functions of the ICS Operations and Logistics Sections and comptroller/purchasing functions from the ICS Administration/Finance Section.
Joint Information Center	A facility established to coordinate critical emergency information, crisis communications, and public affairs functions. The Joint Information Center is the central point of contact for all news media. The PIO may activate the JIC to better manage external communication.
Logistics Section	The Incident Command System section responsible for providing facilities, services, and material support for the incident.
National Incident Management System	A set of principles that provides a systematic, proactive approach guiding government agencies at all levels, non-governmental organizations, and the private sector to work seamlessly to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity, in order to reduce the loss of life or property and harm to the environment.
Operations Section	The ICS section responsible for all tactical incident operations and implementation of the Incident Action Plan.
Planning Section	The ICS section responsible for collecting, evaluating, and disseminating operational information related to the incident and for preparing and documenting the Incident Action Plan. This section also maintains information on the current and forecasted situation and on the status of resources assigned to the incident.
Public Information Officer	A member of the Command Staff who serves as the conduit for information to internal and external stakeholders, including the media or other organizations seeking information directly from the incident or event.
Resources	Personnel and major items of equipment, supplies, and facilities available or potentially available for assignment to incident operations and for which status is maintained.

Acronyms

Table 15: Acronyms

Acronym	Meaning
ARC	American Red Cross
CEMP	Comprehensive Emergency Management Plan
COOP	Continuity of Operations
DA	Damage Assessment
DEM	Utah Division of Emergency Management
DO	Duty Officer
DOC	Department Operations Center
DRC	Disaster Recovery Center
ECC	Emergency Coordination Center
EM	Emergency Management
EMAC	Emergency Management Assistance Compact
EOC	Emergency Operations Center
ESF	Emergency Support Function
ISM	Incident Support Model
FEMA	Federal Emergency Management Agency
IAP	Incident Action Plan
ICP	Incident Command Post
ICS	Incident Command System
IT	Information Technology
JIC	Joint Information Center
NGO	Non-Governmental Organization
NIMS	National Incident Management System
PDA	Preliminary Damage Assessment
PIO	Public Information Officer
RDA	Rapid Damage Assessment
RSF	Recovery Support Function
SLCo	Salt Lake County
SOP	Standard Operating Procedure
UFA	Unified Fire Authority of Greater Salt Lake
UPD	Unified Police Department of Greater Salt Lake

Federal Assistance Programs

Table 16: Federal Assistance Programs

Program	Description	Administering Agency
Community Development Block Grant – Disaster Recovery	Flexible grants that help cities, counties, and states recover from presidentially declared disasters, especially in low-income areas, subject to availability of supplemental appropriations.	United States Department of Housing and Urban Development (HUD)
Flood Mitigation Assistance	Provides funding to states, territories, federally recognized tribes, and local communities for projects and planning that reduces or eliminates the long-term risk of flood damage to structures insured under the National Flood Insurance Program (NFIP).	FEMA
Economic Adjustment Assistance	Funds for necessary expenses related to flood mitigation, disaster relief, long-term recovery, and restoration of infrastructure in areas impacted by hurricanes Florence, Michael, and Lane; typhoons Yutu and Mangkhut; wild fires and other calendar year 2019 disasters under the Stafford Act; and tornadoes and floods in calendar year 2021.	Economic Development Administration (EDA)
Community Disaster Loan	Provides operational funding for local governments to continue to operate after a substantial revenue loss caused by a disaster.	FEMA
Hazard Mitigation Grant Program	Awards hazard mitigation grants following a Presidential Major Disaster Declaration in the areas of the state, tribe, or territory requested by the governor.	FEMA
Emergency Conservation Program	Farmers and ranchers can repair damaged farmland while implementing water conservation projects during recovery and redevelopment.	Natural Resources Conservation Service (NRCS) Farm Service Agency (FSA)

Program	Description	Administering Agency
Emergency Forest Restoration Program	Owners of non-industrial private forests can repair and restore damage for all disasters except drought and insects.	United States Department of Agriculture (USDA) FSA
Disaster Set- Aside Program	When FSA borrowers located in designated disaster areas or contiguous (adjoining) counties are unable to make their scheduled payment on any FSA debt, FSA is authorized to consider setting aside one payment to allow the operation to continue. This program is authorized under Section 331A of the Consolidated Farm and Rural Development Act.	USDA FSA
Noninsured Crop Disaster Assistance Program	Financial assistance for producers of non- insurable crops with low yields, loss of inventory, or prevented planting because of natural disasters.	USDA FSA
Environmental Quality Incentives Program	Farmers, ranchers, and non-industrial private forestland owners can apply for resource assistance through the Environmental Quality Incentives Program. Eligible land includes cropland, rangeland, and non-industrial private forestland. Recovery assistance includes, but is not limited to, immediate soil erosion protection, minimizing noxious and invasive plant proliferation, protecting water quality, restoring livestock infrastructure necessary for grazing management, and emergency animal mortality management.	USDA NRCS
Tree Assistance Program for Orchardists and Nursery Tree Growers	Financial assistance for those that need to replant trees, vines, and eligible bushes.	USDA FSA
Emergency Watershed Protection Program	Provides disaster assistance for people who want to mitigate against floods and other hazards. Projects need a project sponsor.	USDA NRCS

Program	Description	Administering Agency
Disaster Unemployment Assistance	Unemployment and reemployment benefits for disaster victims that lost their job due to a disaster.	DHS FEMA
Business Physical Disaster Loans	Loans for damages not fully covered by insurance.	U.S. Small Business Association (SBA)
Regulatory Relief	Regulatory relief for financial institutions to foster recovery in areas affected by storms and flooding.	Federal Deposit Insurance Corporation
Disaster Assistance and Emergency Relief for Individuals and Businesses	Internal Revenue Service (IRS) may grant additional time to file taxes for areas affected by a disaster. In addition, those affected by a disaster can get a faster refund.	Department of the Treasury IRS
The Emergency Food Assistance Program	A federal program that supports diets of low income and elderly citizens at no extra cost.	USDA Food and Nutrition Services
Home and Personal Property Loans	Loans to repair residences. Must be built back to the previous standard unless mandated by business codes.	SBA



Draper City Comprehensive Emergency Management Plan

Logistics Annex | January 2026

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1. PROMULGATION

Transmitted herewith is the Draper City Comprehensive Emergency Management Plan (CEMP). The CEMP was developed through the collaborative efforts of Draper City Fire Department Emergency Management (EM) and stakeholders from Draper City departments, municipalities, Salt Lake County Emergency Management, and the Utah Division of Emergency Management (DEM).

EM appreciates the cooperation and support from all stakeholders that contributed to the development of the CEMP. EM, Draper City departments, and supporting municipal, County and State organizations listed in this plan will review the CEMP for accuracy on a periodic basis.

The CEMP and its supporting documents supersede any previous Emergency Management plan and have been approved for implementation by:

Name	Position	Date
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2. RECORD OF DISTRIBUTION

Table 1: Record of Distribution

[illegible]

3. RECORD OF REVISION

Table 2: Record of Revision

[illegible]

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4. INTRODUCTION

The Logistics Annex is a support document to the Draper City Comprehensive Emergency Management Plan and is designed to be used during the response and recovery phases of an emergency incident. This Annex is designed to be scalable and used during incidents with minimal to extensive operations. While it is difficult to accurately predict the location, frequency, and scale of an emergency or disaster, it is possible to plan for the coordinated distribution of supply and equipment to responders and the public during such incidents.

4.1 Purpose

The information in this Annex reflects Draper City's procedures and assigned responsibilities for the logistical coordination of supply and equipment distribution. To minimize duplication of efforts, this Logistics Annex covers key areas such as: supply and equipment delivery and Points of Distribution (PODs). Logistics management describes the processes by which resources are delivered to field sites for distribution to emergency responders and the general public. These resources often flow through distribution operational components such as responder drop points, and PODs. This strategy underlies the processes, responsibilities, and concepts required to utilize these components for timely and accurate distribution. The Logistics Annex identifies specific options available to manage these processes at all operational levels, including the coordination of supply and equipment requests among entities in the field and within the Draper City Emergency Operations Center.

It is the policy of Draper City Emergency Management to prevent, mitigate, prepare for, respond to, and recover from all natural, technological, and civil emergencies/disasters. Recognizing the difficulties and impediments to providing disaster relief supplies, Draper City has developed the Draper City Logistics Plan.

4.2 Scope

This Logistics Annex establishes policies and procedures, by which Draper City will coordinate the proper management of resources to effectively respond to an emergency or disaster. This annex describes how Draper City Government will coordinate post-disaster logistics operations including:

- Assessing and procuring needed supplies
- Staging and or warehousing supplies
- Distributing supplies
- Ordering, processing, and transportation of supplies to the Points of Distribution (PODs)

This plan addresses the need for a multi-jurisdictional approach when coordinating logistics operations after a major disaster that would affect Draper City as a whole.

4.3 Mission

To meet the basic human needs of disaster citizens in Draper City that sustains life, health, and sanitation needs through the distribution of resources by the PODs and local non-government organizations (NGOs).

5. SITUATION AND ASSUMPTIONS

5.1 Situation

Draper City may experience a major emergency or disaster such as a tornado, flooding, major hazardous materials spill, wildfire, countywide blizzard, or ice storm resulting in power outages to the extent that local and immediate resources would be depleted. Resources such as fuel, potable water, food, large equipment, generators, as well as transportation routes, and shelter space might be depleted.

Draper City may be required to provide limited life sustaining relief supplies to damaged communities. The local community where POD sites are located will be needed to manage the logistical operations. Staging sites, Local Primary Receiving Facilities (LPRF) and POD sites may be needed to implement large logistics operations. Local, County, State and non-government organizations (NGOs) mutual aid agreements are currently in place for these types of emergencies.

Draper City does not currently have a stockpile of disaster supplies in place. However, Draper City has a disaster response and recovery services MOU in place to provide professional services and logistical support. The Resource Unit Leader will coordinate requests with the agency representative in the Emergency Operations Center (EOC).

5.2 Assumptions

The following planning assumptions were considered in the development and execution of the base plan.

1. Organized resource management activities will enhance response and recovery operations.
2. Vital infrastructure such as potable water supplies, electrical power, natural gas, and sewer services could be compromised. Re-establishment of these vital resources will be critical.
3. Resources will not be available in a reasonable amount of time; normal retail supply routes will be interrupted.
4. Transportation of supply and equipment to affected areas may be interrupted due to damage to roads, bridges, airports, and other transportation means.
5. Draper City will exhaust local resources by means of mutual aid or contracts before requesting resources from the County.

6. Response agencies will sustain themselves during the first 24 hours of an emergency.
7. Households and businesses located in the area directly affected by the emergency will sustain themselves during the first 96 hours of the incident. Evacuees located in an American Red Cross shelter will receive necessary life sustaining services while in the facility.
8. There is a potential for donations, given any emergency, even a forecast emergency, which generates sustained media coverage.
9. Performance of the resource management function will depend on the availability of a large pool of volunteers. Offers of help will be received.
10. A disaster of significance will likely require mutual aid from other Cities, County, State and Federal resources.
11. The management and logistics of supply and equipment delivery and distribution is highly situational and is dependent upon flexibility and adaptability.

6. CONCEPT OF OPERATIONS

6.1 General Policies

Disaster impacted citizens will take precedence in the allocation of resources. The Logistics & Recovery Coordinator in consultation with the EOC Manager or a designated official in the EOC will set specific priorities. Response agencies will sustain themselves during the first 24 hours of an emergency. Emergency response groups should exhaust their own channels of support (e.g., mutual aid agreements with similar agencies in other jurisdictions) before turning to the resource management function.

Costs should initially be considered the responsibility of the requesting agency. All emergency response groups and agencies shall keep all records and receipts pertaining to the incident.

6.2 Sequence of Activities

6.2.1 Notification

Inform Salt Lake County EM, and all local EOC participants that the plan is being activated. When warning is available, our response and recovery contractor and suppliers with whom agreements exist should be notified of the intent to activate the agreements.

6.2.2 Mobilizations

Resource Unit Leader activates the resource management function.

6.2.3 Response

6.2.3.1 Determining needs

- a) All departments/agencies and jurisdictions are tasked to report to the Resource Unit Leader when they are unable to acquire any emergency resources through their own channels.
- b) Below are the basic requirements when requesting resources through the Resource Unit Leader via the WebEOC application:
 - *WHAT* is needed and *WHY*? Be as specific as possible since different items might work as well or better and be readily available. (See *National Resource Typing Protocol & the Department of Homeland Security (DHS) Schedule of Equipment Rates*)
 - *HOW MUCH* is needed?
 - *WHO* needs it?
 - *WHERE* is it needed?
 - *WHEN* is it needed?
- c) Prioritize needs on an ongoing basis. Priority levels are as follows:
 - Top Priority – need relates to the immediate safety of life.
 - Priority – need relates to the immediate safety of property.
 - Low Priority – need that can be addressed later.

6.2.3.2 Obtaining supplies

- a) Notification of suppliers: The Resource Unit Leader shall notify the response and recovery contractor and the suppliers with whom contracts exist. The Resource Unit Leader will also verify the availability of resources and reserve any critical resources.
- b) Evaluation of requests against known supplies: Upon receipt of a request, the Resource Unit Leader should attempt to fill the need with local resources or resources for which contracts are in place. If the needed resource is on hand, the Resource Unit Leader contacts the supplier, confirms transportation responsibilities and provides necessary information (e.g., to pass checkpoints), local warehouse/staging site of the incoming resource or of the need to pick it up and its priority. If the needed resource is not listed among prearranged supplies, the next step is to contact the Voluntary Organizations Active in Disaster (VOAD) representative to see if the resource has been or can be donated. If not, the options are to procure (or hire), solicit a donation or submit a request to the SLCo Emergency Management via WebEOC.
- c) Procurement and Hiring: When requests are of top priority an expedited procurement or hiring process may be used, in coordination with the Finance/Administration Section Chief.

- d) Donated Goods: When top priority needs cannot be satisfied quickly through procurement and hiring, or when cost begins to outweigh time as a consideration, contact can be made to the VOAD representative to see if the goods in question are available. The VOAD will manage receiving and distributing all donated goods.

Maintaining financial and legal accountability

The Finance/Admin Section Chief shall keep the Logistics & Recovery Coordinator and the Resource Unit Leader aware of their authorized budget, log and process transactions, and track Accounts. They must also secure access to more funding as necessary and feasible. The Legal Advisor shall keep them aware of their legal obligations —and of any special powers granted by law to expedite their tasks.

6.2.3.3 Activating and operating key facilities

The Resource Unit Leader shall determine what facilities (e.g., PODs, checkpoints, and warehouses) will be required to handle the flow of resources into and through the county.

6.2.3.4 Traffic control

The Resource Unit Leader shall ensure that high priority resources are dispatched quickly to where they need to be. Unnecessary traffic should be held back or rerouted.

6.2.3.5 Hauling

Procurement and donation efforts shall ensure that suppliers of a resource also supply transportation to the county's warehouse and/or PODs. However, if transportation is unavailable for a critical resource the Resource Unit Leader will work with ESF 1 in the EOC to arrange transportation.

6.2.3.6 Reporting and coordination

The Resource Unit Leader will notify checkpoints and other facilities (as applicable) of incoming resources, as well as their priority designation. Checkpoints, PODs and other facilities (as applicable) will provide regular reports on resources passing through (or inventory), allowing the Resource Unit Leader to track location of resources and timeliness of delivery.

6.2.4 Demobilization

When needs have largely been met, the crisis subsides, and the community can begin to function in its normal, day-to-day mode, the resource management function will address five areas.

6.2.4.1 Disposal of excess stocks

Loaned equipment will be returned to its owners. Surplus property can be dealt with through normal procedures —except perhaps where hazardous materials are concerned. Donated goods will be dispersed to local and area volunteer agencies; the VOAD Executive Group in conjunction with the Donations Division Supervisor would then have a role in finding takers for the excess.

6.2.4.2 Stand down

Facilities and staff should be deactivated as soon as it is feasible. All reports and documentation must be filed with the Resource Unit Leader before the official closeout.

6.2.4.3 Financial settlement

Draper City may need to reimburse or compensate the owners of private property. It may also have to submit required reports that address the financial liability for any assistance received under the Stafford Act.

6.2.4.4 Notification

Once the demobilization has begun, the Resource Unit Leader will coordinate with the local non-profit organizations and the local VOAD to support the remaining areas of need.

6.3 Coordination with Voluntary Agencies

The Resource Unit Leader will coordinate resource donations from voluntary agencies and the local VOAD. All civilian volunteer labor must report to the Volunteer Reception Center for processing and will then be assigned a supervisor. The VOAD will coordinate the receiving and distribution of all donated goods.

6.4 Local, State, and Federal Coordination

The Logistics & Recovery Coordinator shall maintain communications of logistical concern with the EOC through ESF 7.

Once all local resources have been exhausted, the Resource Unit Leader shall request County resources through the SLCo ECC by entering a request into WebEOC.

7. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

7.1 Draper City Emergency Management

- Provide for EOC activation readiness and coordination responsibilities.

- Coordinate the release of public information regarding the closure of POD sites.
- Coordinate and integrate overall Draper City efforts associated with POD operations.
- Oversee POD function at the EOC.
- Oversee distribution of commodities at PODs

7.2 Resource Unit Leader

- This position shall report to the Plans Section Chief and coordinate with the Logistics and Operations Section as necessary. RESL will also support Finance as Check-In Status Recorder for resources.
- Coordinates with the EOC Manager and key organizations' representatives in the EOC regarding needs and priorities for meeting them.
- During the emergency, monitors potential resource shortages in the county and advises the EOC Manager on the need for action.
- Maintain accountability and current inventory of all incoming and outgoing resources.
- Maintain inventory of supplies and equipment.
- Determines the need for and directs activation of facilities necessary for the coordinated reception, storage, and physical distribution of resources.
- Arranges for workspace and other support needs required for resource management staff.
- Recruits personnel to meet emergency staffing needs.

7.3 POD Manager

- When notified of an emergency, reports to the EOC or other location specified by the Resource Unit Leader.
- Ensures delivery of resources by overseeing routing, transportation, collection, sorting/aggregating, storage, and inventory.
- Oversees transportation and physical distribution of resources.
- Controls movement of resources.
- Performs materials-handling work.
- Ensures facilities are activated as directed by Resource Unit Leader.
- When multiple scene emergencies or disasters occur, establishes liaison with all Incident Command Staging Officers to monitor location, passage, and inventory of resources.
- Monitors location, passage, and inventory of resources.

7.4 Law Enforcement

Provides escort and site security as appropriate for the delivery, storage, and distribution of resources.

7.5 Joint Information Center (JIC)

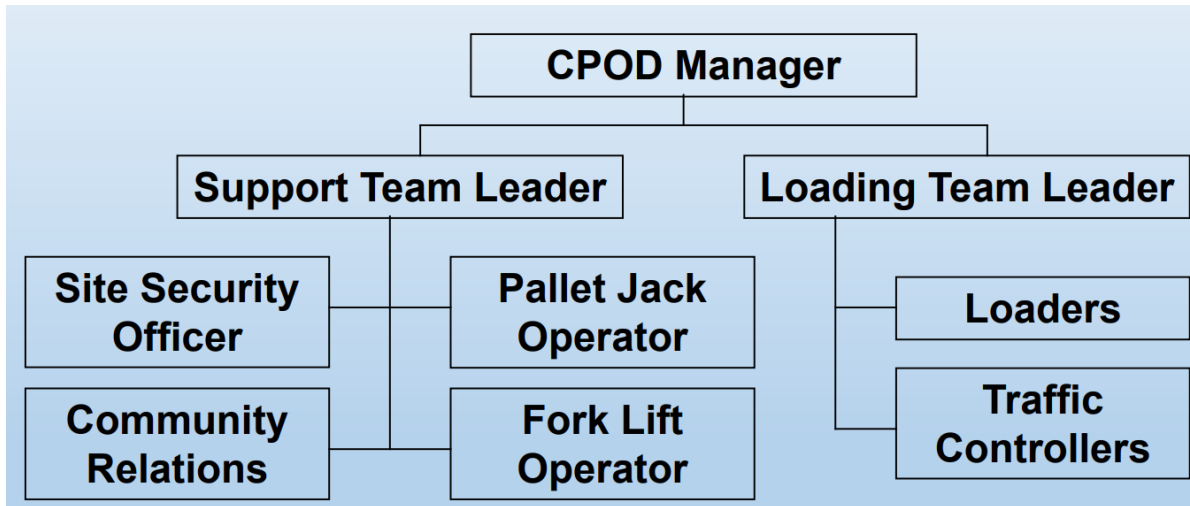
The local EM PIO, who serves as the JIC manager, will notify the public when the PODs are open and what locations are available. When downsizing or closing a POD operation, 24-hour notice will be given to the public and information will be sent out concerning the location of additional resources available. All information will be sent out in a press release to the television, print and radio media. The press releases will also be posted on the Draper City website and the information shared on the Draper City Information Line.

7.6 All Agencies

- Provide staff knowledgeable in a particular resource category to work with Resource Unit Leader.
- Provide updated emergency resource listings on a regular basis or as requested by Logistics & Recovery.
- Make personnel/resources available as needed in an emergency.

7.7 Organizational Chart

Figure 1: Organizational Chart



8. ADMINISTRATION AND LOGISTICS

Each department is required to have documented internal administrative procedures in place to track financial costs related specifically to the response and/or recovery of an incident. These procedures must include tracking all expenditures specifically related to the incident, including personnel costs such as straight and overtime payroll costs related specifically to the incident. Departments are also required to document internal administrative procedures for requesting, fulfilling and tracking resource requests. Each department is responsible for the tracking of their own resources, including the tracking of personnel. If an incident meets designated thresholds for Proclamation or Declaration of a State and/or Federal Emergency or Disaster, the Department of the Chief Financial Officer (CFO), acting as the Draper City Authorized Agent, will develop a method for collecting financial documentation from departments as needed for submission as part of the Draper City reimbursement application process.

8.1 Administration

- All records and reports are found at ESF 7 in the EOC.
- All forms should be filled out completely and forwarded to the appropriate ESF.
- All funds appropriated shall be solely for the use of incident response and recovery. Any remaining funds are to be returned to the local Treasurer or to the proper line item in the Draper City budget as determined by the Chief Financial Officer (CFO). Contingency funds are available when authorized by the Draper City Manager.
- The Draper City Logistics Chief, Procurement Director, CFO or Attorney must approve emergency procurement of resources.

8.2 Logistics

8.2.1 Staffing

- The staff needed to perform POD resource management function will consist of the Resource Unit Leader, Local Primary Receiving Facility (LPRF) and the POD Manager.
- All PODs will be staffed with pre-identified city and/or county staff serving as POD Managers and other city and/or county staff. The Logistics Section Chief with approval of the Human Resources Department, will initiate the mandatory duty of Draper City staff.

- The augmentation of a staffing shortfall in Logistics shall be the reassignment of city and/or county personnel, aid from other jurisdictions, area volunteers or contracted support.

8.2.2 Facilities

- Basic Resource Management activities will be conducted at the EOC.
- The Logistical Staging Area will serve as the "point of arrival" as the designated location within or near the disaster-affected area where supplies, and equipment are initially directed.
- All warehouse and staging operations will be determined at the time of incident.
- The VOAD partners will locate and secure donation coordination centers in coordination with Draper Emergency Manager.
- In the event of a large influx of resources via semi-trucks, the following checkpoints will be used for inspection, scheduling, and re-routing, if necessary:

Galena Hills Park East Lot, 12500 S 550 W, Draper, UT, 84020

- The VOAD will supervise the distribution of donated goods. Area churches and other volunteer agencies' facilities will be used for distribution centers.
- Shelters and/or local lodging will be used for volunteers and government workers in need of lodging.

8.2.3 Communication

The number of telephone lines, fax machines, and other standard equipment required will depend on the size of Logistics operations. Equipment such as computers and fax machines will be obtained through ESF 2. Citizen band radios will be used for communication between semi-trucks and the warehouse. Amateur radio or the 800 MHz can also be used for inter-communications among Logistics and POD personnel. ESF 2 will be responsible for all computer needs, maintenance and set up during activation.

- Office Equipment and Supplies
All available office equipment and supplies shall first be used. When the municipal supply has been exhausted, supplies and equipment will then be obtained through local retailers or through pre-arranged contracts.
- Forms
The EOC will supply pre-printed forms to be copied by the emergency response group for their use if the computer network system is not available.
- Transportation

The Resource Unit Leader or designee will oversee transportation of all resources to their designated locations.

9. ANNEX MAINTENANCE

Draper City EM has the responsibility of coordinating, developing and maintaining the Logistics Plan and is the designated Lead Agency. The Logistics Plan will be updated in conjunction with the Draper City CEMP.

10. CONCEPT OF OPERATIONS

The PODs will operate under the following policies and procedures during a disaster/emergency:

- ICS and the Draper City CEMP will be followed.
- All existing agency or departmental operating guidelines (unless modified by the Chief Elected Official or EOC Manager).
- All on duty personnel to remain on duty until properly relieved of duty; off-duty personnel will return to work in accordance with agency or departmental standard operating procedures or guidelines established by the EOC Manager.
- Operational periods established by the EOC Manager (may be extended to 12 hours for the duration of the event to meet response requirements).
- PODs will be open to the public for 12 hours per day.
- Citizens will drive through a POD and be served without leaving their vehicles.
- POD staff must limit the quantity of commodities distributed to each family in the first 72-hour period due to the limitation of resources. Personnel must be instructed not to “fill the trunk” with commodities until a strong pipeline can be assured. The EOC will advise the POD Manager when full distribution can commence.
- Initial distribution must be limited to the following in the first 72-hour period of operations:
 - One (1) Gallon of water per person, per day (3.79 liters)
 - One (1) Bag of ice per person, per day (8 lb. Bag)
 - Two (2) MREs per person, per day
 - One (1) 20 X 25 Tarp each (if available)

10.1 Location and Number of PODs

The number and general location of most PODs will be determined by population, however most all municipalities, and or major communities affected will require a POD, and in some cases, several. Draper City and the participating jurisdictions have pre-

identified sites for PODs. The amount of debris will also play into the location of a POD. Once a disaster or emergency has occurred, the pre-identified sites will be evaluated for safety, accessibility, functionality and needs in the area.

A method for determining the number and location of PODs is through Geographical Information Systems (GIS). Through GIS you can produce a dot density map that provides a visual dot for a selected density of population. To determine the location of PODs a dot density map should be produced based on a density of one dot for every 12,500 people (*40% of 12,500 = 5000, the number of people served by a Type III DP*). The location of the dot will provide a general start for locating a POD however, as stated before, consider all municipalities, and or major communities, having at least one POD.

10.1.2 Site Requirements

This list of administrative equipment and supplies is the baseline for managing a POD. The POD Manager will review the list prior to the establishment of the POD and adjust if needed to meet the needs of the mission.

- One (1) 96 gal. trash can, wheeled (for storage of the kit)
- Sixteen (16) pairs of leather work gloves
- Four (4) rolls of duct tape
- Nineteen (19) battery-powered (D-cell) flashlights
- Nineteen (19) reflective safety vests
- One (1) First Aid Kit
- Twelve (12) 36", reflective traffic cones
- Sixteen (16) safety hard hats
- Thirty (30) orange or red glow sticks
- Thirty-six (36) D-cell, batteries
- Eight (8) medium back support belts or vests
- Eight (8) large back support belts or vests
- One (1) 5 lb. fire extinguisher

In addition to the resources available in the POD Kit, the site will need, *at a minimum*, a dumpster, portable restroom, break area, and light set. These will provide support for the staff and allow safer working condition

10.2 Activation Phase:

- POD Operations may be activated at any time designated by the Logistics Section; however, EM or the Resource Unit Leader may also activate POD sites as needed.
- Respond to the POD site.
- Identify yourself and position within the operation.

- Review the POD SOP.
- Determine staffing requirements to meet the 24-hour operations periods (two 12-hour shifts); request additional personnel as required.
- Brief incoming personnel on the following:
 - Current situation assessment.
 - Identification of specific job responsibilities.
 - Identification of co-workers within the job function.
 - Availability of communications.
 - Location of work area.
- Procedural instructions for obtaining additional supplies, services, and personnel.
- Identification of operational period work shifts.
- Open and maintain a Position Log in WebEOC and maintain all required records and documentation to support the After-Action Report and the history of the emergency/disaster to include:
 - Messages received.
 - Actions Taken.
 - Decisions, justification, and documentation.
 - Requests filled.
 - POD personnel, time on duty, and assignments.
- Begin staging loads of resources received through activated existing contract purchases and/or emergency purchases.

10.3 Operational Phase

- Ensure the POD is set up properly and that the appropriate personnel, equipment, and supplies are in place, including maps, status boards, and other operational needs.
- Mobilize staffing for 24-hour operations. 12-hour shifts will run from 7 AM to 7 PM and 7 PM to 7 AM.
- Monitor the emergency/disaster.
- Schedule for initial deliveries begins.
- When a logistics request is received, the Recorder will adjust the inventory and then supply the Labor Team Leader with a paper copy of the packing/shipping document.
- Provide periodic status reports through to the Resource Unit Leader.
- Ensure all resources are tracked and accounted for, as well as resources ordered through mutual aid.
- Begin deliveries to PODs during nighttime hours.
- Prepare loads for emergency deliveries as needed.
- Pull next day loads during the daylight hours.

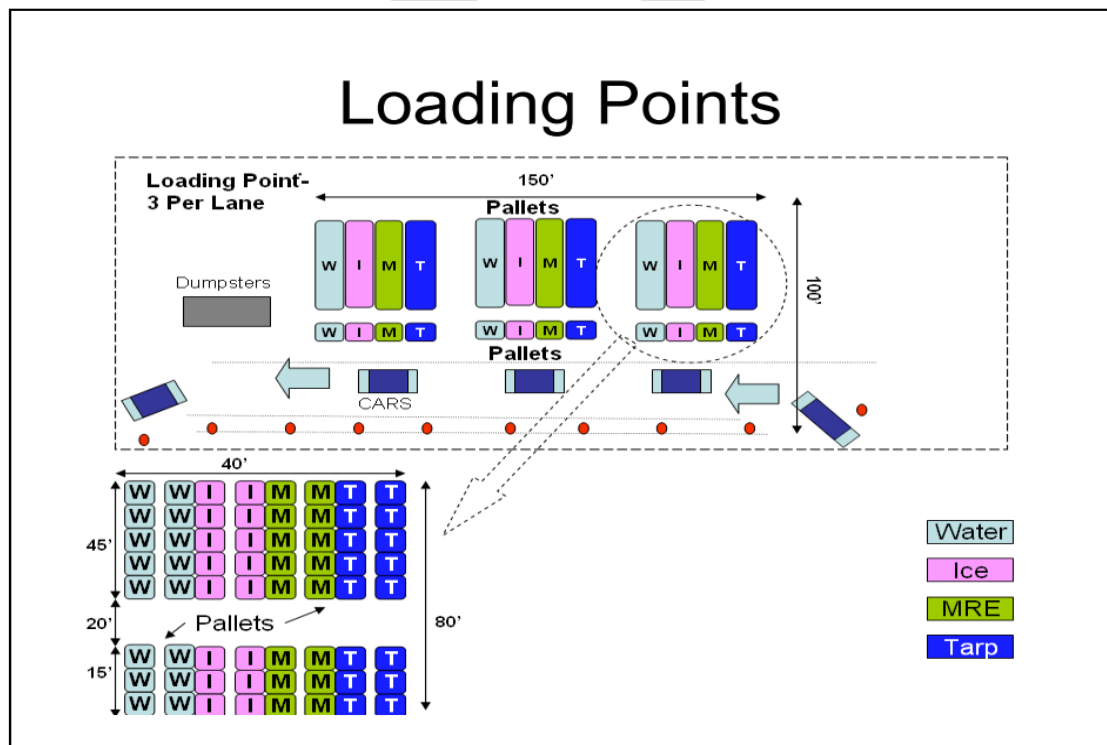
- If approached, refer all media to the County and/or Draper City JIC at the EOC as determined by the EOC Manager.
- Ensure all personnel and equipment time records are provided to the Resource Unit Leader at the end of each operational period.
- Ensure a record of expendable materials used is provided to the Resource Unit Leader at the end of each operational period.
- Brief your relief at each shift change; ensure that in-progress activities are identified and follow up requirements are known.
- Brief the Resource Unit Leader at the end of each shift on resources and support concerns of the POD, include this information:
 - Priority requirements completed/filled.
 - Logistics shortfalls and unresolved problems.
 - Major new problems since previous brief.
 - Assistance needed from other agencies.
 - Information developed by the Logistics Section that should be passed to other EOC sections or to the public.
- Day shift will set up each loading point with a team of people to load items into each vehicle as it stops in front of their position:
 - One (1) person for water.
 - One (1) person for ice.
 - One (1) person for MREs and tarps.
- Citizens will drive through a distribution point and be served without leaving their vehicles.
- An average vehicle representing a family of 3 will receive the following (based on Annex 8.2.3):
 - 2 or 3 bags of ice.
 - 1 case of water (9-12 liters)
 - 6 MREs
 - 1 tarp
- Provide periodic status reports to the Resource Unit Leader.
- Ensure all resources are tracked and accounted for using the provided tracking sheets and turned into the POD Manager Supervisor at the end of each operational period. (See Attachment 4).
- If approached, refer all media to the PIO.
- Close down distribution operations at 7 pm.
- Brief your relief at each shift change; ensure that in progress activities are identified and follow up requirements are known.
- The night shift will receive deliveries and restock stockpiles for the next day.

- Ensure all POD personnel and equipment time records are provided to the POD Manager and Resource Unit Leader at the end of each operational period.
- Ensure the site is clean and prepped for daytime distribution operations.

10.3.1 POD Model and Loading Point

- Re-stocking of all PODs will primarily be at night (while the POD is closed to the public).
- Ice will be stacked no higher than four (4) feet and be covered by a white canopy to prevent further melting.
- A loading point is where a stockpile of ice, water, MREs, and tarps are located. Each loading point has a team of people (one for water, one for ice, and one for MREs/tarps) that load these items into the vehicle as it stops in front of their position (see Figure 2).

Figure 2: Loading Point Diagram

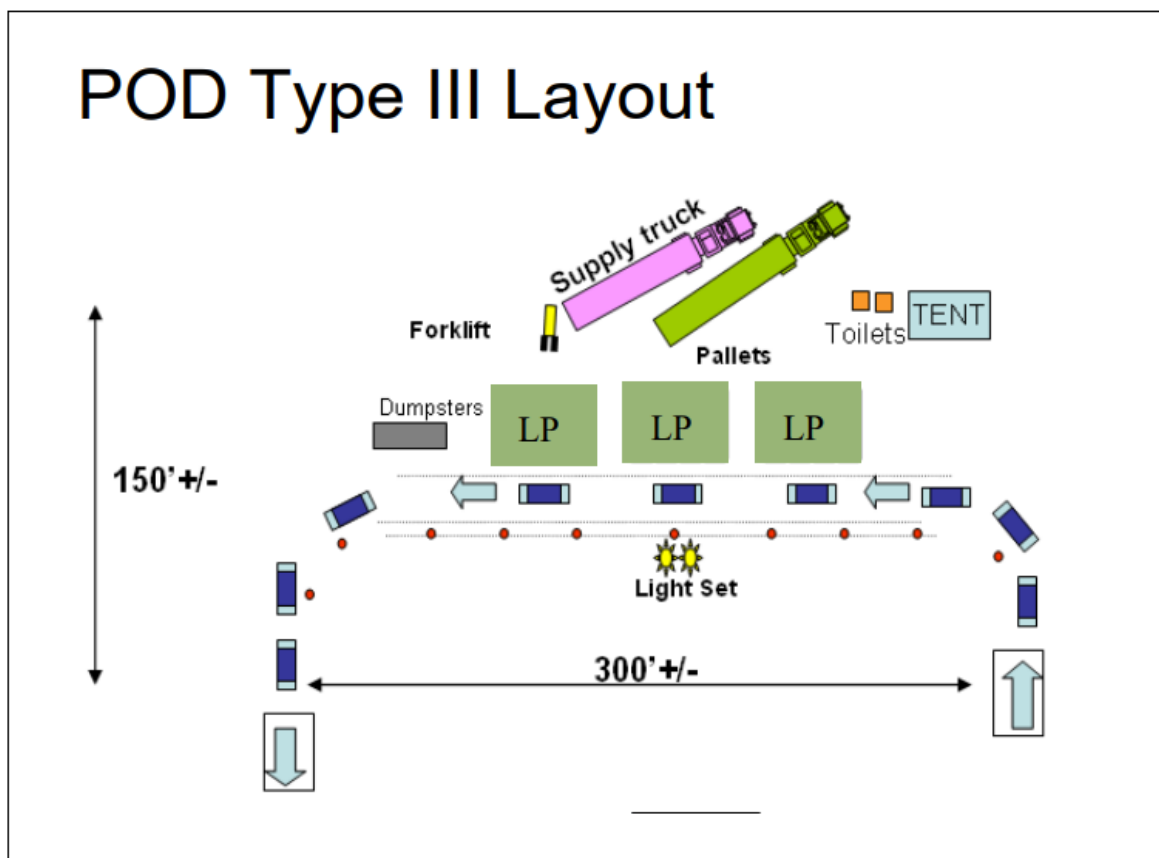


10.3.2 Types of PODs and Layouts

Draper City will use Type III PODs depending on the magnitude of the disaster and the needs of the citizens. The PODs are typed according to the U.S. Army Corps of Engineers Local Distribution Point Planning for Commodities guidance.

A Type III POD is a one-lane operation (needing a minimum of 50,000 sq. ft. to operate) and will serve 5,000 persons per day or 140 vehicles per hour. A Type III POD is 150 feet by 300 feet and requires a staff of 19 per day and 4 per night (see Figure 5).

Figure 5: Type III - Distribution Point Diagram



10.4 Deactivation Phase

The need for a POD is based on a lack of infrastructure (roadways, power, water) to support normal distribution of food, water, or other supplies. Once the local infrastructure starts coming back, close your POD. For example, if your POD is in the parking lot of a grocery store, once the electricity and roadways are back to working order and the store begins receiving stock, you don't want to interfere with their operation. The community can begin to support itself again.

Local Emergency Management will let the POD manager know when it is time to close the POD. EM has the overall picture of the community and can best judge when recovery has reached a point that the community can sustain itself. EM can close all PODs or only those at specific sites. It is important to remember that even if PODs are closing in nearby locations, yours may need to remain open a bit longer. Infrastructure restoration may be more difficult in some areas than in others.

- A POD may be closed at any time designated by the Draper City Manager; however, the Draper City Fire Chief, Draper City Police Chief, and the EOC Manager may also close a POD as deemed fit.
- Ensure all required forms or reports are completed and turned into the POD Manager. The POD Manager will report to the Resource Unit leader prior release and departure.
- Inventory stock of supplies.
- Contact the Resource Unit Leader in the EOC to arrange transportation for the remaining stock to be sent to the LPRF.
- Conduct debriefs on how the POD operation could be improved.
- Deactivate the POD and close out logs when authorized by the Resource Unit Leader.
- Leave forwarding contact information where personnel can be reached.
- The Draper City JIC will send out information for citizens to receive more help.

11. APPENDICES

- 11.1 Pre-Emergency Operations Checklist
- 11.2 Commodities Planning Factors & Models
- 11.3 Response Operations Checklist
- 11.4 Recovery Operations Checklist
- 11.5 Operational POD SOP

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11.1 Appendix: Pre-Emergency Operations Checklist

- ☐ Train assigned Resource Management Staff and volunteer augmenters to perform emergency functions.
- ☐ Analyze resource requirements and determine availability.
- ☐ Develop and maintain a Resource Manual.
- ☐ Negotiate, coordinate, and prepare mutual aid agreements and contracts, as necessary.

11.2 Appendix: Commodities Planning Factors & Models

11.2.1 Planning Factors

The following are general information and common planning factors as reported by the US Army Corp of Engineers to help in coordinating and communicating during the planning and response process.

11.2.2 General Information

Ice:	8 lbs. (1 bag) per person per day 40,000 lbs. per truckload 20 Pallets per truck, 2000 lbs. per pallet, 250 - 8 lbs. bags per pallet, 5000 bags per truck 25 Trucks = 1 million lbs.
Water:	3 liters or 1 gal per person (3.79 liters per gal) 18,000 liters or 4,750 gal per truck 20 Pallets per truck, 900 liters per pallet, 237 gal per pallet, 1900 per pallet 212 Trucks = 1 million gal
MREs:	2 MREs per person per day 21,744 MREs per truckload 12 MREs per case, 1,812 cases per truck 46 truckloads = 1 million MREs
Tarps:	4 tarps in a case 48 cases per pallet 4,224 tarps per truckload Tarp size is generally 20' x 30'

11.2.3 POD Planning

- Citizens will drive through a POD and be served without leaving their vehicles.
- Each car represents an average family of 3.
- Each vehicle passing through a POD would receive the following:
 - 2 or 3 bags of ice
 - 1 case of water (9 – 12 liters)
 - 6 MREs

- 1 tarp
- One truckload of ice and water will serve 1,660 vehicles or about 5000 people.
- One truckload of MREs will serve 3,624 vehicles or about 10,000 people
- One truckload of tarps will serve 4,400 vehicles or about 4,400 homes
- PODs will be open to the public for 12 hours per day.
- Re-supply of PODs will primarily be at night (while the point is closed to the public).
- A Loading Point is where a stockpile of ice, water, MREs, and tarps are located. Each loading point has a team of people (One (1) for water, One (1) for ice, and One (1) for MREs/tarps) that load these items into the vehicle as it stops in front of their position
- Ice will be stacked no higher than 4 ft. and be covered by a white canopy to prevent further melting.
- Based on the USACE Local Distribution Point Planning for Commodities, a well-planned and operated POD with one lane of traffic and 3 loading points can service 140 cars per hour.
- Based on a 12-hour workday, about 1,680 vehicles or $1,680 \times 3 = 5,000$ people can be served using a Type III POD.

11.3 Appendix C: Response Operations Checklist

- ☐ Activate Logistics personnel.
- ☐ Continue to train assigned Logistics staff and volunteers to perform emergency functions.
- ☐ Organize, manage, coordinate, and channel donations and services of individual citizens and volunteer groups during the emergency situation.
- ☐ Record services and resources rendered during the emergency.

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11.4 Appendix D: Recovery Operations Checklist

- ☐ Support cleanup and recovery operations.
- ☐ Coordinate resource management during recovery.
- ☐ Assess needs of citizens.
- ☐ Estimate costs to provide resources.
- ☐ Maintain records of resource utilization.
- ☐ Record resource needs and available supplies.

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11.5 Appendix E: Operational POD SOP

11.5.1 PURPOSE

This SOP contains detailed information relating to Draper City PODs, assigns specific procedures and responsibilities for establishing and operating a POD during an activation of the Draper City Logistics Plan. The POD organization is based on the Incident Command System (ICS), which provides the foundation for emergency response. The PODs primary role is to receive emergency supplies and commodities during an emergency or disaster for distribution to the public.

11.5.2 ASSUMPTIONS

The PODs establish initial points where the general public will obtain life-sustaining emergency relief supplies until power is restored, traditional facilities, such as retail establishments reopen; and comfort stations, fixed and mobile feeding sites and routes, and relief social service programs are in place.

- The activated POD should be operational within 24 hours of a disaster or emergency affecting the jurisdiction.
- The POD, once activated, may remain operational for the duration of an event.
- The number of PODs activated will be based on the size of the disaster and the needs of the affected communities.

11.5.3 POD STAFF ACTIVATION

- When to Activate: The PODs may be activated within 24 hours of a disaster/emergency or upon the order of the EOC Manager or other authorized official.
- Where to Report: The Draper City EOC at *1020 S. Pioneer Road, Draper, UT, 8402*.
- When to Report: Appropriate staff will report when directed by proper authority.

11.5.4 ROLES AND RESPONSIBILITIES

11.5.4.1 POD Manager

The POD Manager has overall responsibility for the safe operation of the POD. This includes all staff and resources on site throughout the activation. The POD Manager reports to local EM for guidance and information. The POD Manager is also the primary safety officer and ensures all operations are conducted in a safe manner for the staff and the POD customers.

11.5.4.2 Safety Officer

The Safety Officer is responsible for monitoring and assessing hazards and unsafe situations when developing measures that assure personnel and equipment safety and will correct unsafe acts or conditions through the chain of command, although the Safety Officer may exercise emergency authority to stop or prevent unsafe acts. The Safety Officer reports to the POD Manager. Other responsibilities include:

- Establish system to monitor activities for hazards and risks. Take preventative action.
- Place hazards and risks in priority for corrective actions.
- Establish procedures to meet Occupational Safety and Health Administration (OSHA) standards for handling and palletizing hazardous materials.
- Present safety briefing at the POD.

11.5.4.3 Recorder

The Recorder shall ensure that all resources coming in and going out of the LPRF are accounted for. The Recorder reports to the POD Manager. Other duties include:

- Post signs so incoming resources easily find the POD.
- Transmit check-in information to the POD Manager on a regular basis.
- Maintain and update Check-in list (ICS Form 211) available in WebEOC.
- When resources are received or shipped out to the PODs, enter appropriate information into WebEOC as appropriate and give the Packing/Shipping form to the Labor Team Leader for shipping.
- Ensure all resources sign out on ICS Form 211.
- Ensure all forms required for accountability of receiving and distribution of supplies and equipment to PODs are signed and filed.

11.5.4.4 Site Security Officer

The Site Security Officer is responsible for securing the POD site and ensuring/maintaining good order. The Site Security Officer will be the primary staff member that will work with angered or agitated customers. The Site Security Officer should be a law enforcement officer or an individual trained in security operations.

The Security representative will be responsible for the overall site security and safety of warehouse workers. This representative will report to the POD Manager. Other duties include:

- Ensure all warehouse staff have the proper credentials.
- Ensure order around the grounds of the warehouse.
- Coordinate security of the site with other law enforcement agencies.

11.5.4.5 Labor Team Leader

The Labor Team Leader *supervises* all labor and receives and disseminates instructions from the POD Manager. Reports to the POD Manager. Other duties include:

- Maintain a clean and safe work area.
- Assembles boxes, pallets, and other packages for packing resources.
- Ensures all packed items are labeled and identifiable and that a copy of the order form is attached to the packaged materials awaiting deployment.
- Loading of supplies into customer vehicles
- Ensuring Loading Line has adequate supplies.
- Coordinating the staff sustainment and care including:
 - Restrooms
 - Rest Areas
 - Feeding
 - Shift Schedules
- Oversees site security and coordinates with local law enforcement for assistance.
- Assists other functional areas as assigned.

11.5.4.6 Laborers

The Laborer *is responsible* for receiving cargo and packaging resources for deployment. All laborers report to the Labor Team Leader. Other duties include:

- Maintain a clean and safe work area.
- Assembles boxes, pallets, and other packages for packing resources.
- Ensures all packed items are labeled and identifiable and that a copy of the order form is attached to the packaged materials awaiting deployment.
- Loading set quantities of supplies into customer vehicles
- Coordinate with the Support Team for resupply of the Loading Line.
- Assists other functional areas as assigned.

11.5.4.7 Forklift Operator

The Forklift Operator will be OSHA certified and assist all LPRF areas with forklift operations or manual assistance as needed. The Forklift Operator reports to the POD Manager. Other duties include:

- Safely operate forklift for moving cargo from incoming trucks to receiving area for inventory.
- Safely operate forklift for moving cargo from receiving area to holding area.
- Safely operate forklift for moving cargo from holding area to packaging area or loading onto trucks awaiting departure.

- Manages the movement of pallets to and from the resupply vehicle(s). This includes resupplying the loading line.

11.5.4.8 Community Relations Staff

The Community Relations staff serves as the central point of contact for media and public relations on the site. The Community Relations staff works with Draper City Public Information Officer (PIO) to distribute public information (flyers, handouts etc.). In order to ensure a common message across the jurisdiction and other PODs, all questions from the media must be directed to that PIO. Additionally, the media must be directed to not interfere with ongoing POD operations, such as stopping or disrupting traffic flowing in and out of the POD site.

Additionally, the Community Relations staff will provide information from Draper City's PIO to the C-POD customers. The information may be verbal or through handout flyers and will follow the accessibility guidelines established in the Citywide ADA Guidance –Inclusionary, Accessible Messaging and Effective Communication. The POD Manager should work closely with the Community Relations staff to ensure correct messages are being provided.

Attachment 1: Sample POD Site Setup Checklist

POD SITE SETUP CHECKLIST				
POD Manager:				
Location:		Yes	No	Remarks
1	Team members arrived			
2	Site hazard assessment complete			
3	Communications established with EOC			
4	Inspect POD Kit			
5	Determine the location of the Supply, Loading, and Vehicle lines			
6	Establish the port-a-potty location			
7	Establish the dumpster location			
8	Establish the break area location			
9	Set up traffic cones around the vehicle line			
10	Ensure supply trucks can enter and exit			
11	Assign staffing positions			
12	Distribute PPE			
13	Conduct a safety briefing			
14	Determine signage locations			
15	Receive port-a-potties			
16	Receive dumpster			
17	Receive pallet jack			
18	Receive first supply			
19	Notify EOC that the POD is ready for opening			
20	Put up signage			
21	Open POD			
22	Notify EOC that the POD is open			
POD Manager Initials:		Other Remarks:		
Date and Time Complete:				

Attachment 2: List of POD Sites

	SITE NAME	ADDRESS
1	Andy Ballard Arena	1600 E. Highland Drive, Draper, UT, 84020
2	Corner Canyon High	12943 S 700 E, Draper, UT, 84020
3	Draper Elementary	1080 E 12660 S, Draper, UT, 84020
4	Draper City Splash Pad	150 E 13400 S, Draper, UT, 84020
5	Draper Recreation Center	657 E. Vestry Road, Draper, UT, 84020
6	Galena Hills Park W Lot	12500 S 550 W, Draper, UT, 84020
7	Galena Hills Park E Lot	12500 S 550 W, Draper, UT, 84020
8	Southfork Park	14125 S. Bangerter Parkway, Draper, UT, 84020
9	South Mountain Golf Course	1247 E. Rambling Road, Draper, UT, 84020
10	Summit Academy	1285 E 13200 S, Draper, UT, 84020
11	Willow Springs Elementary	13288 S. Lone Rock Drive, Draper, UT, 84020

Attachment 3: Sample Equipment Inventory Form

Sample Equipment Inventory Form

- Keep complete list of equipment on site
- Provides a quick reference when closing the POD and returning equipment.
- Report to RESL (Resource Unit Leader)

DATE	TYPES OF EQUIPMENT	SERIAL NUMBER	CONDITION	OWNER NAME (COMPANY, JURISDICTION)	LOCATION

Attachment 4: Sample Supply Inventory Form

POD Supply Inventory Form

- Use daily for inventory tracking
- Provide to Plans Section/EOC Manager at end of shift

Date	Time	Truck #	Mission #	Type Of Supply	Qty Rec	Qty Dist.	Bal On Hand

Attachment 5: Sample POD Demobilization Checklist

POD SITE DEMOBILIZATION CHECKLIST				
POD Manager:				
Location:		Yes	No	Remarks
1	Conduct final inventory of all commodities			
2	Reconcile distributed vs. remaining supplies			
3	Report inventory and equipment to EOC			
4	Prepare leftover supplies for return transport			
5	Store or return unused POD kit materials			
6	Ensure all staff sign out on ICS 211			
7	Collect all paperwork			
8	Submit documentation to POD Manager			
9	Conduct debriefing with all staff			
10	Ensure all injuries, incidents, damage reports are completed			
11	Remove all cones, barricades, and signage			
12	Fold tents/canopy and return to storage			
13	Pick-up trash and debris			
14	Conduct final walk-through for hazards/damage			
15	Restore site to pre-POD condition			
16	Confirm equipment return with RESL			
17	Final status update to RESL for EOC			
18	Release staff as appropriate			
19	Secure and close site			
POD Manager Initials:		Other Remarks:		