



CITY COUNCIL AGENDA

Notice is hereby given that the Draper City Council will hold a **Business Meeting** beginning at **5:30 p.m. on Tuesday, June 4, 2013** in the City Council Chambers at 1020 East Pioneer Road, Draper, Utah.

(Timings listed for each item on the agenda are approximate and may be accelerated or delayed)

The Agenda will be as follows:

STUDY MEETING

- 5:30 p.m. 1.0 Tour of Corner Canyon/Proposed Reservoir**
- 6:30 p.m. 2.0 Adjourn to Closed Meeting** to discuss litigation, property acquisition, and the character and professional competence or physical or mental health of an individual.

BUSINESS MEETING

- 7:00 p.m. 1.0 Call to Order:** Mayor Darrell Smith
- 7:00 p.m. 2.0 Comment/Prayer and Flag Ceremony:** to be announced
- 7:10 p.m. 3.0 Presentations**
- a. Award of CMC to Angie Olsen – UMCA Presidency
 - b. Michael Wilde, Photographer, Presenting Photo to Draper City
 - c. Day Dairy Barn – Historic Preservation Commission
- 7:30 p.m. 4.0 Citizen Comments:** *To be considerate of everyone attending the meeting and to more closely follow the published agenda times, public comments will be restricted to items not listed on the agenda and limited to three minutes per person per item. A spokesperson who has been asked by a group to summarize their concerns will be allowed five minutes to speak. Comments which cannot be made within these limits should be submitted in writing to the City Recorder prior to noon the day before the meeting. Comments pertaining to an item on the agenda should not be given at this time but should be held until that item is called.*
- 7:45 p.m. 5.0 Consent Items**
- a. Approval of Minutes of May 28, 2013, City Council Meeting

- b. Agreement #13-160 with WCEC Engineers, Inc. for the 2013 School Cross Walks Warrant Analysis
- c. Acceptance of Right of Way Deed of Dedication for Tuscany Crossing at 12000 South and 700 East.
- d. Resolution #13-28, Appointment to Prison Relocation Board
- e. Agreement #13-173, with Project Engineering Consultants, LTD. for traffic signal and Roadway Improvements at Lone Peak Parkway and 11950 South.

7:35 p.m. 6.0 Public Comments: Draper City, Redevelopment Agency, Traverse Ridge Special Service District, and Municipal Building Authority 2013-2014 Fiscal Budget.

8:00 p.m. 7.0 Action Item: Request by DAI (Cinnamon Ridge Subdivision) for a Sanitary Sewer Easement for South Valley Sewer District (SVSD). Staff Presentation by Troy Wolverton.

8:10 p.m. 8.0 Action Item: Ordinance #1045. Amending Draper City Municipal Code Chapter 18-14 Pertaining to Land Disturbance Activities and Restoration and Revegetation Guarantees. Staff Presentation by Troy Wolverton

8:20 p.m. 9.0 Council/Manager Reports

10.0 Adjourn to Redevelopment Agency Meeting, Municipal Building Authority Meeting, and Traverse Ridge Special Service District Meeting

11.0 Adjourn to Closed Meeting to discuss litigation, property acquisition, and the character and professional competence or physical or mental health of an individual. (If needed)

SALT LAKE COUNTY/UTAH COUNTY, STATE OF UTAH

I, the City Recorder of Draper City, certify that copies of the agenda for the **Draper City Council** meeting to be held the **4th day of June, 2013**, were posted on the Draper City Bulletin Board, Draper City website www.draper.ut.us, the Utah Public Meeting Notice website at www.utah.gov/pmn, and sent by facsimile to The Salt Lake Tribune, and The Deseret News.

Date Posted:
City Seal



Tracy B. Norr
Tracy B. Norr, MMC, City Recorder
Draper City, State of Utah

PUBLIC HEARING PROCEDURE AND ORDER OF BUSINESS

In compliance with the American with Disabilities Act, any individuals needing special accommodations including auxiliary communicative aides and services during this meeting shall notify Tracy Norr, MMC, City Recorder, 576-6502 or, tracy.norr@draper.ut.us, at least 24 hours prior to the meeting. Meetings of the Draper City Council may be conducted by electronic means pursuant to Utah Code Annotated Section 52-4-207. In such circumstances, contact will be established and maintained by telephone and the meeting will be conducted pursuant to Draper City Municipal Code 2-1-040(e) regarding electronic meetings.

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CONSENT

ITEM #A

DRAFT MINUTES

MINUTES OF THE DRAPER CITY COUNCIL MEETING HELD ON TUESDAY, MAY 28, 2013, IN THE DRAPER CITY COUNCIL CHAMBERS 1020 EAST PIONEER ROAD, DRAPER, UTAH.

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

PRESENT: Mayor Darrell Smith, Councilmembers Bill Rappleye, Troy Walker, Alan Summerhays, Jeff Stenquist, and Bill Colbert.

STAFF PRESENT: David Dobbins, Russ Fox, Tracy Norr, Bryan Roberts, Troy Wolverton, Rhett Ogden, Pat Evans, Garth Smith, Joe Bryant

Study Meeting

1.0 Presentation - Drug-Free Draper Coalition– Gail Dupree

6:11:17 PM

1.1 Ms. Dupree reviewed the history of Drug-Free Draper Coalition. It began in 2010 by concerned citizens. They deliver educational presentations about substance abuse. The coalition has at least 25 members, including key leaders in the community and state. She asked the city to contribute \$10,000 for their coalition to implement the Communities that Care model. They will receive matching funds from the state and county.

6:16:00 PM

1.2 Chief Bryan Roberts expressed appreciation for the efforts of the coalition. He said the police department is engaged in the coalition.

6:17:07 PM

1.3 Mary Bailey, principal of Corner Canyon High School, said she sees the benefit of the coalition's training in the school.

6:18:53 PM

1.4 Mayor Smith asked if the funds are available without the match. Ms. Dupree said it is not available until there is a match. Councilmember Colbert asked if it is a hard match, because the city is already contributing police efforts. Mr. Ben Reaves from the Utah State Department of Substance Abuse and Mental Health said it is a hard match. He said the contract says funding will be available for up to three years. Mayor Smith suggested discussing this at the upcoming budget meeting. Councilmember Summerhays said the city has resource officers already, and he thinks this is a lot of the same efforts of the DARE program. Mr. Reaves said the program looks at areas of risk: community, school, family, individuals, and peer groups. They will enhance the existing DARE program and focus on the remaining areas of risk. Ms. Dupree said in other coalitions, the DARE officers are involved in the coalition. Councilmember Rappleye said the city is looking at hiring resource officers at the school. He asked if the cost of that could be included in

the funding. Chief Roberts said the potential exists that we could go toward the model. This coalition is a way to bring this type of program to the children.

6:29:52 PM

1.5 Mark Vosti said part of the opportunity is to multiply the communication in the schools and also in the community with the parents.

2.0 UTA Update – David Goeres, Chief Safety Officer

6:31:57 PM

2.1 David Goeres gave a brief update on the status of the rail projects. The Front Runner project opened, the airport line just opened, the Draper line will open soon, and the Sugarhouse line will open this year.

6:33:07 PM

2.2 Greg Thorpe said the pre-revenue test lines started today to train the operators. UTA plans to have some static displays for Draper Days, followed by the grand opening on August 18. Mr. Thorpe said safety presentations have been made at the schools and letters have been sent to the residents warning them about the trains. He reviewed the tests and other plans that are in progress to review safety. Councilmember Colbert said the council is concerned about people using the park rather than the UTA parking lot. Mayor Smith asked about security and enforcement. Mr. Thorpe said the police will patrol. There are also cameras in the parking lot.

6:42:28 PM

2.3 Mr. Goeres said the train crossings are quiet zones, but horns will be blown if the operator sees an unsafe condition. He said UTA tries to teach safety around the trains, but also teaches personal responsibility. He said the red lights at the crossing control, not the gate arm. The sidewalks have yellow tactile material to mark the boundary of the safe locations. Green means go. He urged everyone to ride the system. He said the activation process includes the FTA. There have been 13 federal audits during the past six months for the four projects. He said he will work with the mayor for the opening days, the stake holder rides, and the grand opening events.

6:46:55 PM

2.4 Mr. Thorpe said there is an Art in Transit program for the 11800 South station. He is working with David Dobbins.

3.0 Council/Manager Reports

6:47:38 PM

3.1 Councilmember Stenquist said a resident raised concerns about coyote sightings. He asked for feedback from Animal Control or the Division of Wildlife Services. Chief Roberts said there were some issues a couple of months ago. He reminded the council that there is a bounty for coyotes, but there is no shooting within the city limits.

Councilmember Stenquist also said it would be a good idea for an informational open house about Geneva Rock's activity on Steep Mountain. Discussion about the property ownership and process Geneva Rock must go through to get approval to expand their operations. Councilmember Colbert said he does not want to mislead the public because the city cannot do much about the situation. He suggested a news release be sent out. Councilmember Walker said he does not want to present a false sense that the city can do something. Mayor Smith said there would be a meeting with the county next week that should be held before any public meeting is scheduled. Councilmember Rappleye suggested providing maps showing the boundaries and the land owners.

7:01:02 PM

3.2 The council reports will continue at the end of the meeting.

Business Meeting

1.0 Call to Order

7:10:43 PM

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

2.0 Comment/Prayer and Flag Ceremony

7:11:30 PM

2.1 Dallin Burnett offered the opening prayer. Gardner Cook and Troop #142 led the flag ceremony.

3.0 Presentation: Day Dairy Barn – Historic Preservation Commission

7:13:07 PM

3.1 This item was rescheduled to the next meeting.

4.0 Citizen Comments

7:14:06 PM

4.1 Marty Biljanic, Wadsworth Development Group, 166 East 14000 South, thanked the council for their work. He also acknowledged the work of the staff, particularly the planners. He said they have a lot of projects underway and look forward to working with the staff.

7:17:50 PM

4.2 There were no other citizen comments.

5.0 Consent Items

a. Minutes of the May 7, 2013 Council Meeting

- b. Construction Agreement No. 13-156 with Geneva Rock Products, Inc. for 13490 South/Vista Station Roadway Project
- c. Professional Services Agreement No. 13-158 with Hansen, Allen, and Luce for the SunCrest Regional Detention Basin.
- d. Construction Agreement No. 13-159 with Acme Construction, Inc. for the 11800 South Sidewalk Project
- e. Surplus of obsolete electronic equipment

7:17:57 PM

5.1 A motion to approve the consent items was made by Councilmember Stenquist and seconded by Councilmember Summerhays.

7:19:32 PM

5.2 The motion carried by unanimous vote.

6.0 Public Hearing: Ordinance #1045, Amending the Zoning Map for 1.44 acres from RA1 to CN, property located at 12214 South 900 East (Quilter's Lodge Zone Change).

7:19:54 PM

6.1 Dennis Workman showed the location of the property and said the request is to change the zone for two parcels to Neighborhood Commercial. The Planning Commission unanimously recommended approval. The property owner wants to use the property for three uses: a bed and breakfast, a personal training business, and a retail business. The other parcel contains a business that would like to expand. The request meets the general land use plan. Councilmember Colbert asked if the utilities will be put underground as the site plan moves forward. Mr. Workman said they have not had that discussion. The property owner is also requesting a vacation of some right of way. That request is on a future agenda.

7:25:13 PM

6.2 Lisa Clark -Millerberg said she looks forward to building the business. She offered to answer question. Councilmember Rappleye asked about the nature of the business. Mrs. Clark-Millerberg said she owns Thimbles and Thread which would move to the new building. There would also be classrooms for instructions and retreats, as well as the bed and breakfast for people who come to the retreat.

7:26:51 PM

6.3 The public hearing was opened. There were no comments and the public hearing was closed.

7:27:06 PM

6.4 A motion to suspend the rules was made by Councilmember Rappleye and seconded by Councilmember Colbert. The motion carried unanimously.

7:27:25 PM

6.5 A motion to approve Ordinance #1045, amending the zoning map for 1.44 acres from RA1 to CN, property located at 12214 South 900 East (Quilter's Lodge Zone Change), was made by Councilmember Rappleye and seconded by Councilmember Colbert.

7:27:50 PM

6.6 Councilmember Rappleye said the store has done good business and he is glad to see the growth.

7:28:26 PM

6.7 A roll call vote was taken with Councilmembers Rappleye, Colbert, Stenquist, Walker and Summerhays voting in favor. The motion carried.

7.0 Public Hearing: Ordinance #1046, Amending the Zoning Map for 1.52 acres from RA1 to RA2, property located at 13105 South Boulter Street (Troy Dana Zoning Map Amendment).

7:28:45 PM

7.1 Dan Boles showed the location of the property and showed the land use for the general plan. He said it is designated low to medium density residential. There is a lot of RA2 zoning nearby. The applicant is requesting the change to RA2. He said a concern in the past was about animal rights. He said horses are allowed in the RA2 zone. Livestock is not allowed except by conditional use. The applicant would pursue a subdivision application to create three lots which meet the minimum square footage. There is a home on the property and several accessory buildings. The planning commission has recommended approval of the application.

7:32:11 PM

7.2 Councilmember Colbert asked if there are issues because of the rural designation for Boulter Street. Mr. Boles said the analysis has not been completed on that. The staff recommendation is for curb, gutter and sidewalk although the council can approval a deferral on Boulter Street.

7:34:29 PM

7.3 Troy Dana, 1516 Cherry Creek Lane, offered to answer any questions.

7:35:11 PM

7.4 The public hearing was opened. There were no comments and the public hearing was closed.

7:35:22 PM

7.5 A motion to suspend the rules was made by Councilmember Rappleye and seconded by Councilmember Summerhays. The motion carried unanimously.

7:35:48 PM

7.6 A motion to adopt Ordinance #1046, amending the zoning map for 1.52 acres from RA1 to RA2, property located at 13105 South Boulter Street (Troy Dana Zoning Map Amendment), was made by Councilmember Rappleye and seconded by Councilmember Summerhays.

7:36:17 PM

7.7 Councilmember Rappleye said development needs to be sensitive to the issues that come with infill development such as impermeable surfaces.

7:37:01 PM

7.8 A roll call vote was taken with Councilmembers Rappleye, Colbert, Walker, Stenquist and Summerhays voting in favor. The motion carried.

8.0 Public Hearing: Amending the Sunset at Draper Ridge Phase 2 Plat by removing Parcel A and amending all notes pertaining to Parcel A. The amendment to the Sunset at Draper Ridge Phase 2 plat is being accomplished through a note that will be added to the Galena Grove plat (See Item 9).

7:37:31 PM

8.1 Dennis Workman said the Sunset at Draper Ridge Phase 2 plat received approval in 2006. In 2013 the preliminary plat was approved for Galena Grove, which is a 26-lot single family subdivision. However, just before final plat approval was given for Galena Grove, it was determined there is a gap on the Sunset at Draper Ridge Phase 2 plat due to a road radius. That gap was labeled as Parcel A. The road on the Galena Grove plat comes where Parcel A is, so the Sunset at Draper Ridge Phase 2 Plat needs to be amended before the Galena Grove plat can be approved. The amendment on the Sunset at Draper Ridge Plat will be an added note adding to the Galena Grove plat. The note will show that Parcel A is amended and is now part of the Galena Grove plat and is part of the right of way. The notes on the Sunset at Draper Ridge plat are also amended and no longer apply to Parcel A. He said the next agenda item is to approve the Galena Grove plat if the Sunset at Draper Ridge amendment is approved.

7:40:50 PM

8.2 John Bowen, representing Ivory Development, thanked the staff and council for the work on this plat. He offered to answer questions.

7:41:21 PM

8.3 The public hearing was opened. There were no comments and the public hearing was closed.

7:41:43 PM

8.4 Councilmember Summerhays said this is a jewel in Draper and it is nice to see the improvements that will be made with this development.

7:42:18 PM

8.5 A motion to suspend the rules was made by Councilmember Stenquist and seconded by Councilmember Walker. The motion carried unanimously.

7:42:35 PM

8.6 A motion to approve the plat amendment as requested was made by Councilmember Stenquist and seconded by Councilmember Walker.

7:43:08 PM

8. A roll call vote was taken with Councilmembers Stenquist, Walker, Colbert, Rappleye and Summerhays voting in favor. The motion carried.

9.0 Approval of Galena Grove Final Plat located at Galena Park Drive and 700 West.

7:43:30 PM

9.1 Dennis Workman pointed out the note as discussed in the Sunset at Draper Ridge plat amendment that is being added to the Galena Grove final plat.

7:44:23 PM

9.2 A motion to approve the final plat for Galena Grove was made by Councilmember Stenquist and seconded by Councilmember Walker.

7:44:39 PM

9.3 The motion carried unanimously.

10.0 Consideration of declaring property surplus and authorizing the sale to David and Jennifer DiMarzio, 15373 S. Falcon Pointe Court.

7:45:17 PM

10.1 Doug Ahlstrom showed the location of the property and said the DiMarzio's requested purchasing a piece of city property adjacent to their home. He noted that this is not an encroachment. The DiMarzio's had the property surveyed and found that there is a sliver of property along the side of the DiMarzio property which also belongs to the city. The property along the side of the house was dedicated to the city by the developer, and the city has the right to convey that property only to a 501(C)(3) operation or governmental entity and must have a conservation easement on it. The triangle behind the house was purchased by the city with the Suncrest property and can be sold if the council so desires. Mr. Ahlstrom said he compiled property prices from the MLS to show sale prices and said the average is about \$6.40 per square foot.

7:50:40 PM

10.2 David DiMarzio said the sliver of land on the side of the house is not important to them. He said an appraiser told him the triangular property would add no value to his home. He said \$6 per square foot is expensive for the property. Mayor Smith said in some sense all property has some value. Councilmember Colbert said the council must be consistent.

Mayor Smith thanked Mr. DiMarzio for coming to the city and approaching it proactively. Councilmember Stenquist asked if the council could discuss the price in closed meeting. Councilmember Colbert said the price has been \$9.00, which does not need to be a reasonable price. Mr. DiMarzio said if he doesn't buy it, no one else would. Councilmember Rappleye asked if the property could be declared surplus and then price negotiation discussion could be held.

7:58:19 PM

10.3 A motion to approve declaring the property surplus and authorizing the sale of the property at a price to-be-determined was made by Councilmember Rappleye and seconded by Councilmember Stenquist.

7:58:43 PM

10.4 The motion carried with Councilmembers Rappleye, Stenquist, and Summerhays voting in favor and Councilmembers Colbert and Walker opposed.

7:59:33 PM

10.5 Councilmember Summerhays said he would like to sell the property to have the money to spend on parks and trails. Councilmember Rappleye said the lot is shaped oddly and it would be logical to square off the lot.

11.0 Council/Manager Reports (continued from study meeting)

8:01:07 PM

11.1 Councilmember Walker said he would like to address lighting for UTA pedestrian crossings. He would like flashing lights and a cross walk.

8:01:36 PM

11.2 Councilmember Summerhays said a man would like to make a presentation for a recreation vehicle trail or park on the Suncrest property. Councilmember Colbert said he would not like to see the viability of parcels destroyed for financial benefit. Councilmember Rappleye said he toured the area and there are good points to their request. He suggested that those involved make a map about the area that they want. He suggested touring Alpine's ATV park.

8:06:10 PM

11.3 Councilmember Colbert said we need to move forward with the Urban Wildland Interface FireWise program to allow people to do fire mitigation adjacent to their own property. Councilmember Rappleye suggested looking at the FireWise program implementation in Emigration Canyon. Councilmember Colbert also asked that we get a written agreement to use the UTA parking lot for Draper Days. He also asked that the UTA Eco-pass be considered next year.

8:10:56 PM

11.4 Danyce Steck reminded the council that the sales tax revenue report is in the council packets. Councilmember Stenquist noted it was up 12% in March. Mrs. Steck said we are pretty close to being on-target with the budget.

8:13:08 PM

11.5 Troy Wolverton reported that a meeting was held with the residents on 13200 South regarding the roadway cross section for Phase 2. The residents' request was to eliminate the center turn lane, have 10 foot shoulders, eliminate the park strips and move utilities to front yards, reduce the sidewalk width to 4 feet, reduce the speed limit to 25 mph, cross walks and crossing flags at Ptarmigan Gate Road, to connect streets improvements at 13200 South and at Walden Lane-Willow Springs, bury power lines, and provide a four-way stop sign at Fort Street for two years. Mr. Wolverton showed options for the cross section. Option 1 is what is being constructed to the east: a 66' right of way with a center median, 5' sidewalks, 3.5' park strips, and 5' shoulders. Option 2 does not have the center turn lane and increases the shoulders to 6' and a 5' bike lane. Mr. Wolverton said this option provides growth opportunity if a center median is needed in the future. Mr. Dobbins said he tried to explain to the residents that this council or a future council could make the striping change at any time. He said the residents really wanted on-street parking, and this option gives more room for that. The third option has a 61' right of way and does not have a median, has a 10' shoulder/ bike lane and a 7' sidewalk, and eliminates the park strip. He noted the utility easement is in the front yard and there will be signs and mailboxes in the sidewalk width. There would be additional cost to re-do the survey, titles, appraisals, and utility relocation designs. The consensus of the council was to proceed with Option 2. Mr. Wolverton recommended moving forward with the four-way stop sign on Fort Street and not go for another bid at this time. Mr. Dobbins said property negotiations could continue and bids will be scheduled for early next spring. Councilmember Rappleye said there was an option about park strip landscaping on 300 East. Mr. Wolverton said that is an option, but noted there is also maintenance on rock areas. Mr. Wolverton also told the council that bids were opened for the South Mountain Golf Course erosion control issues. The two bids were quite a bit higher than the engineer's estimate. The contractors said they were more interested in getting the bid for the 13490 construction project and did not take time to bid this project carefully. Staff will rebid the project in the fall to try to get better pricing.

8:29:23 PM

11.6 Rhett Ogden gave an update on the parking at Galena Park. He said the situation has improved. There has been more signage put up. He also said he put a brochure out about the amphitheater season. He invited attendance at the events.

12.0 Adjourn to Closed Meeting

8:31:46 PM

12.1 A motion to adjourn to a closed meeting to discuss litigation, property acquisition, and the character and professional competence or physical or mental health of an

individual was made by Councilmember Summerhays and seconded by Councilmember Colbert. The motion carried unanimously.

- 12.2 Following the closed meeting, a motion to adjourn was made by Councilmember Colbert and seconded by Councilmember Rappleye. The meeting adjourned at 9:15 p.m.**

Return to Agenda

CONSENT ITEM #B

REQUEST FOR COUNCIL ACTION

To:	Mayor & City Council
From:	Troy Wolverton, City Engineer
Date:	June 4, 2013
Subject:	Professional Services Agreement With WCEC Engineers, Inc. for the 2013 School Crosswalk Warrant Analysis, Agreement 13-160
Committee Presentation:	N/A
Staff Presentation:	N/A
RECOMMENDATION: The City Council authorize the City Manager to sign Agreement 13-160 between the City and WCEC Engineers, Inc.	
BACKGROUND AND FINDINGS: The subject professional services agreement will provide the analysis necessary to determine the need for school crosswalks, reduced speed crosswalks and crossing guard implementation for those areas requested by the School Community Council. Canyons School District submits requests from the School Community Council to Draper City each year as part of the Utah Department of Transportation (UDOT) Student Neighborhood Access Program (SNAP). The program is implemented as a fun and exciting way to engage and educate students, parents, school administrators, crossing guards and communities about walking and biking safety to schools. As part of the federal Safe Routes to School program administered by UDOT, SNAP's first priority is student safety, with the goal to help make the roads around schools safer. Once received from the School District, SNAPs are evaluated to determine which requests meet pedestrian and vehicle counts written in Traffic Controls for School Zones, Part 7 of the Utah Manual on Uniform Traffic Control Devices needed to implement school crosswalks, reduced speed zone crosswalks and crossing guards at intersection in high traffic school pedestrian areas. Requests for sidewalks and other safety requests from parents within the community are received via this process.	
PREVIOUS LEGISLATIVE ACTION: N/A	
FISCAL IMPACT: Finance Review: _____ GL#11-84-2401 Engineering Professional & Technical (\$13,505)	
SUPPORTING DOCUMENTS: <ul style="list-style-type: none">• Consulting Services Agreement.	

**AGREEMENT NO. 13-160
2013 SCHOOL CROSSWALK WARRANT ANALYSIS**

**AN AGREEMENT FOR PROFESSIONAL CONSULTING, ENGINEERING and DESIGN SERVICES
BETWEEN DRAPER CITY AND WCEC ENGINEERS, INC.**

THIS AGREEMENT made and entered into this June 4, 2013, by and between DRAPER CITY, a municipal corporation (hereinafter referred to as "City", and WCEC Engineers, Inc., a Utah Corporation (hereinafter referred to as "Consultant").

The City and Consultant agree as follows:

1. RETENTION AS CONSULTANT

City hereby retains Consultant, and Consultant hereby accepts such engagement, to perform the services described in Paragraph 2. Consultant warrants it has the qualifications, experience and facilities to properly perform said services.

This agreement is not intended and shall not be construed to create any right or impose any duty, expressly or by implication, in favor of any person or entity who is not a direct party to this agreement. All services and extra services to be performed by Consultant hereunder will be performed for the exclusive use and benefit of City, and no other person or entity may or is entitled to use or rely upon any such services or the information or reports generated by Consultant as a result of such services.

2. DESCRIPTION OF SERVICES

Consultant to provide school zone crosswalk analyses and implementation recommendations based upon the results of field surveys, site specific analysis and data collection to include the following:

Activity 1 Crosswalk Site Visits & Field Reviews

Task 1.1 - Site Visits. Consultant shall visit the site to verify conditions of the site and its suitability for School Crosswalk Zones.

Activity 2 School Zone Crosswalk Data Collection

Task 2.1 - Traffic & Pedestrian Count Data Collection. For site locations not currently designated as School Crosswalk Zones, Consultant shall collect traffic counts and pedestrian counts to determine if a School Crosswalk Zone is warranted. Consultant shall perform population surveys for areas where school pedestrian traffic is anticipated next year based upon the proposed school boundary changes.

Consultant shall coordinate with the individual local schools for crosswalks that do not currently warrant based upon existing pedestrian counts. Consultant shall conduct phone surveys with contact information provided by Canyons School District. City shall assist in this coordination for Consultant to reduce excessive cost overruns to this item.

Task 2.2 - Vehicle Gap Study Data Collection. Consultant shall collect vehicle gap timing and determine pedestrian road crossing timing to determine warrants for Reduced Speed School Zones.



Table 2.2 - Site to be Studied

ID No.	Location	Site Review	Traffic Count	Pedestrian Count / Phone Survey	Gap Study
20	300 East and 11400 South	X			
85	13200 South 1300 East	X			
91	1300 East Highland Drive	X	X	X	X
92	13800 South Draper Canal Trail	X	X	X	X
30	Willow Springs Lane and Fort Street	Reference Last Year's Study			
61	Vestry Road and Rambling Road	X	X	X	X
62	Vestry Road and Highland Drive	X	X	X	X
83a	Newport Dawn and Cougar Ridge Road	X	X	X	
83b	Cascade Glen and Cougar Ridge Road	X	X	X	

Task 2.3 - Crosswalk Management for Non-reduced Speed Zone Crossings. For Intersections that do not warrant Reduced Speed School Zones, such as Vestry Road and Rambling Road, Consultant shall provide written alternative solutions to the reported crossing issues that are of concern to the School Community Council.

Activity 3 Final Report/Deliverables

Task 3.1 - Technical Memo. Consultant shall provide a technical memo that addresses each site indicated in the above Table 2.2.

Technical Memo shall include:

- a) Recommendations regarding School Crosswalk warrant for each location studied;
- b) Recommendations to staff Crossing Guards for each location studied;
- c) Recommendations for Reduced Speed School Zone for each location studied;
- d) Recommendations for current School Zone Crossings to be brought to current signage and striping to meet State Standards;
- e) Additional recommendations related to observations made while conducting field investigations or data collection;

Task 3.2 - Appendices to Technical Memo. Consultant shall provide a secondary appendices document that contains notes, calculations, forms and all other documentation used to justify the conclusions presented in the Technical Memorandum. This document is intended as a file document that would be distributed by the City upon public request.

Task 3.3 - Alternatives for Vestry and Rambling Road Crossings. Consultant shall provide recommendations for Vestry Road and Rambling Road that are not associated with School Zone Crossing warrants as a separate memorandum should other alternatives be presented.



Consultant has the right to decline to perform any services or extra services requested by the City without liability. Professional services provided by the Consultant under this Agreement will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the Consultant's same profession currently practicing in the same locality under similar conditions. No other representation, warranty or guarantee, express or implied, is included or intended in this Agreement, or in any report, opinion or document.

3. **COMPENSATION AND PAYMENT**

Except for authorized extra services (pursuant to Paragraph 4), the total compensation payable to Consultant by City for the services described in Paragraph 2 shall be earned on a Time and Materials Fee not to exceed \$13,505 (Thirteen Thousand Five Hundred and Five Dollars and no/100).

All payments shall be made within thirty (30) calendar days after the Consultant has provided the City with written verification of the actual compensation earned, which written verification shall be in a form satisfactory to the City. Invoices shall be made no more frequently than on a monthly basis, and should describe the work performed, including a list of man-hours by personnel classification, if billing is on a per hour basis. The City agrees to pay a finance charge of 1 1/2% per month on past due accounts, or the maximum allowed by law if such maximum is less than 1 1/2% per month.

4. **EXTRA SERVICES**

City shall pay Consultant for those extra services authorized or requested in writing in addition to the services described in Paragraph 2, in such amounts as mutually agreed to in advance. City and Consultant will agree in writing before the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist. Extra services shall be charged as not to exceed the previously written amount as the agreed-upon services.

5. **SERVICES BY THE CITY**

City will make available for Consultant's review all available information regarding project conditions or requirements that may be relevant to or affect the services to be performed under this Agreement, including, but not limited to, information City knows, assumes or may suspect with respect to hazardous or potentially hazardous substances or wastes. City will immediately transmit to Consultant any new information concerning the project that becomes available to it, either directly or indirectly, during the performance of this Agreement. City agrees to render reasonable assistance as requested by Consultant so the performance of the services under this Agreement may proceed without delay or interference. Consultant will not be liable for any advice, judgment or decision based on inaccurate or incomplete information furnished by City, and the Consultant shall not be required to investigate or evaluate the accuracy or completeness of any information furnished by City.

6. **PROGRESS AND COMPLETION**

Consultant shall commence work on the agreed upon tasks immediately following the execution of this agreement. Consultant acknowledges the schedule associated with completion and it is understood that time is of the essence in the performance of requested tasks. All work is tentatively scheduled for completion within 40 working days on or before July 15, 2013.



7. **OWNERSHIP OF DOCUMENTS**

All drawings, designs, data, photographs, reports and other documentation, including duplication of same prepared by Consultant in the performance of these services, shall become the property of City upon completion of the discreet tasks or termination of the consulting services pursuant to this agreement and upon payment in full of all compensation then due Consultant, but may be used only in conformance with all terms of this agreement.

8. **PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR**

This Agreement is for professional services, which are personal services to the City. The following person is deemed to be a key member or employee of the Consultant's firm, and shall be directly involved in performing or assisting in the performance of this work:

Paul L. Peterson, P.E.

Should this individual be removed from assisting in this contracted work for any reason, the consultant will provide qualifications of a suitable replacement and a work plan detailing how tasks will be reassigned. If the City finds the replacement unacceptable the City may terminate this Agreement.

This Agreement is not assignable by Consultant or City.

9. **HOLD HARMLESS**

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold the City harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Consultant's negligent acts, errors or omissions in the performance of professional services under this agreement.

The City agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the City's sole negligent acts, errors or omissions and for anyone for whom the City is legally liable, arising from the professional services under this agreement.

The Consultant is not obligated to indemnify the City in any manner whatsoever for the City's own negligence.

City hereby agrees, to the fullest extent permitted by law, that Consultant's total liability to City for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to any services or this Agreement, from any cause or causes, including but not limited to Consultant's negligence, errors, omissions, strict liability, breach of contract, or otherwise, will not exceed \$1,000,000.00, per claim and in the aggregate. In no event shall Consultant be liable for exemplary or punitive damages.

10. **INSURANCE**

Consultant shall, at Consultant's sole cost and expense and throughout the term of this Agreement and any extensions thereof, carry:



- (1) Workers compensation insurance adequate to protect Consultant from claims under workers compensation acts, and
- (2) Professional errors and omissions insurance in the amount of \$1,000,000, per claim and in the aggregate.

Understanding that the Consultant uses personal vehicles in the performance of professional services under this agreement, the Consultant agrees to maintain reasonable automobile insurance on the vehicle.

All insurance policies shall be issued by a financially responsible company or companies authorized to do business in the State of Utah. Consultant shall provide City with copies of certificates (on the City certificate form) for all policies with an endorsement that they are not subject to cancellation without thirty (30) calendar days prior written notice to City. The City, its officers and employees, shall be named as additional insured on Consultants commercial general liability and automobile liability insurance.

11. **RELATIONSHIP OF THE PARTIES**

The relationship of the parties to this Agreement shall be that of independent contractors and that in no event shall Consultant be considered an officer, agent, servant or employee of City. The Consultant shall be solely responsible for any workers compensation, withholding taxes, unemployment insurance and any other employer obligations associated with the described work.

12. **TERMINATION**

The City, by notifying Consultant in writing, may upon ten (10) calendar days notice, terminate any portion, or all of the services agreed to be performed under this Agreement. In the event of such termination, Consultant shall have the right and obligation to assemble, in a reasonable time, work in progress for the purpose of winding up the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by City to Consultant within thirty (30) calendar days following submission of final statement by Consultant.

The Consultant, by notifying City in writing, may upon ten (10) calendar days notice, terminate any portion, or all of the services agreed to be performed under this Agreement. In the event of such termination, Consultant shall have the right and obligation to assemble, in a reasonable time, work in progress for the purpose of winding up the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by City to Consultant within thirty (30) calendar days following submission of final statement by Consultant.

13. **ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE**

The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release to City from all claims and liabilities for compensation to Consultant for anything done, finished or relating to the Consultant's work or services. Acceptance of payment shall be any negotiation of the City's check or the failure to make a written extra compensation claim within thirty (30) calendar days of the receipt of that check.

However, approval or payment by the City shall not constitute nor be deemed a release of the responsibility and liability of Consultant, its employees, subcontractors, agents and consultants for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by Consultant, its employees, subcontractors, agents and consultants.

14. **WAIVER; REMEDIES CUMULATIVE**

Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party and no such waiver shall be implied from any omission by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

15. **CONSTRUCTION OF LANGUAGE OF AGREEMENT**

The provisions of this Agreement shall be construed as a whole according to its common meaning and purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

16. **MITIGATION OF DAMAGES**

In all situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

17. **GOVERNING LAW**

This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of Utah.

18. **CAPTIONS**

The captions or headings in the Agreement are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Agreement.

19. **AUTHORIZATION**

Each party has expressly authorized the execution of this Agreement on its behalf and bind said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint ventures, insurance carriers and any others who may claim through it to this Agreement.

20. **ENTIRE AGREEMENT BETWEEN PARTIES**

Except for Consultant's proposals and submitted representations for obtaining this Agreement, this Agreement supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the parties with respect to said services. Any modifications of this Agreement will be effective only if it is in writing and signed by the party to be charged.

21. **PARTIAL INVALIDITY**

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

22. **TERM OF AGREEMENT**

Unless sooner terminated as provided for herein, this agreement shall be effective from June 4, 2013, and ending July 15, 2013.

23. **NOTICES**

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in this United States mail, postage prepaid, and addressed as follows:

TO CITY: DRAPER CITY
Attn: Troy Wolverton, City Engineer
1020 East Pioneer Road
Draper, Utah 84020

TO CONSULTANT: WCEC ENGINEERS, INC.
Attn: Paul L. Peterson, P.E.
9980 South 300 West, Ste. #200
Sandy, Utah 84070

In concurrence and witness whereof, this Agreement has been executed by the parties effective on the date and year first above written.

DRAPER CITY

David Dobbins, City Manager

ATTEST:

Tracy Norr, City Recorder

CONSULTANT

Timothy J. Taylor/ PE, PTOE
Principal



CITY ACKNOWLEDGMENT

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

On the __th day of _____, 201_, personally appeared before me David Dobbins, who being duly sworn, did say that he is the City Manager of DRAPER CITY, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said David Dobbins acknowledged to me that the City executed the same.

My Commission Expires:

Notary Public
Residing at:

CONSULTANT ACKNOWLEDGMENT

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

On the __th day of _____, 201_, personally appeared before me _____ who being by me duly sworn did say that (s)he is the _____ of _____, Inc., an _____ corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors; and they acknowledged to me that said corporation executed the same.

My Commission Expires:

Notary Public
Residing at:



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CONSENT
ITEM #C

REQUEST FOR COUNCIL ACTION

To:	Mayor & City Council
From:	PW – Engineering
Date:	May 30, 2013
Subject:	Acceptance of Right-of-Way Deed of Dedication for Tuscany Crossing Commercial Site
Committee	
Presentation:	
Staff Presentation:	
RECOMMENDATION: Accept the Deed of Dedication for Right-of-Way along 12000 South from Tuscany Crossing Commercial Site	
BACKGROUND AND FINDINGS: Tuscany Crossing is a commercial site located at the corner of 12000 South and 700 East. Based on the City's adopted right-of-way standards, Tuscany Crossing is required to dedicate a portion of the right-of-way to meet the 60-foot right-of-way required along 12000 South. The owner is also dedicating right-of-way to Utah Department of Transportation (UDOT) directly.	
PREVIOUS LEGISLATIVE ACTION: <ul style="list-style-type: none">• Tuscany Crossing site plan received approval by the Planning Commission on July 20, 2012 with the condition that it dedicate the appropriate right-of-way to the City.	
FISCAL IMPACT: Finance Review: _____ None.	
SUPPORTING DOCUMENTS: <ul style="list-style-type: none">• Deed of Dedication	

WHEN RECORDED, MAIL TO:

Draper City
Tracy Norr, Recorder
1020 East Pioneer Road
Draper City, Utah 84020

Affecting Tax ID: **28-29-103-004**

DEED OF DEDICATION AND ACCEPTANCE

Draper City
Salt Lake County

That **Green Mountain Development, LC.**, Grantor herein, in consideration of the sum of Ten Dollars and other good and valuable consideration paid to Grantor by **Draper City**, a Utah municipal corporation, Grantee herein, receipt of which is hereby acknowledged, does hereby grant, release, convey, and warrant to Grantee, its successors and assigns forever, free and clear of all encumbrances, all its rights, title and interest in and to the following described properties located in the County of Salt Lake, State of Utah:

See 'Exhibit 1' for Legal Description

TO HAVE AND TO HOLD such property to Grantee, Draper City, forever for the uses and purposes normally associated with the transportation of traffic, drainage, utilities and other public purposes.

IN WITNESS WHEREOF, the Grantor has executed this Deed of Dedication this ____ day of _____, 20____.

Green Mountain Development, LC.

By: _____

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

On _____, before me, the undersigned Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Notary Public

My Commission Expires: _____

Residing in: _____

ACCEPTANCE OF DEDICATION

The City of Draper, a municipal corporation of the State of Utah, hereby accepts the above conveyance and dedication, and in consideration thereof agrees that it will utilize and maintain the same for purposes consistent with the above dedication.

DRAPER CITY

Darrell H. Smith, Mayor

ATTEST:

Tracy Norr, City Recorder

'EXHIBIT 1'

Road Dedication

A parcel of land located in the Northeast Quarter of Section 30, Township 3 South, Range 1 East, and the Northwest Quarter of Section 29, Township 3 South, Range 1 East, Salt Lake Base and Meridian being more particularly described as follows:

Beginning at a point on the Southerly Line of the Grantor's property and the Northerly Line of 12000 South Street, said point being North 00°11'06" East 1029.14 feet along the Section Line from the West Quarter Corner of Said Section 29; thence North 89°59'11" West 14.92 feet along said Southerly Line of the Grantor's property and said Northerly Line of 12000 South Street to the Southwest Corner of the Grantor's property; thence North 00°00'49" East 11.25 feet along the Westerly Line of the Grantor's property; thence South 89°59'11" East 271.58 feet; thence South 89°38'04" East 20.00 feet to a point on the Easterly Line of the Grantor's Property and the Westerly Line of 700 East Street; thence South 00°21'56" West 11.13 feet along said Easterly Line of the Grantor's Property and the Westerly Line of 700 East Street to the Southeast Corner of the Grantor's Property; thence North 89°59'11" West 276.58 feet along said Southerly Line of the Grantor's property and said Northerly Line of 12000 South Street to the Point of Beginning.

Contains 3279 Sq. Ft., .075 Acres.



Location of Tuscany Crossing Deed of Dedication



LEGEND

-  12000 S Parcel - Tuscany Crossing
-  12000 S ROW Dedication

[Return to Agenda](#)

CONSENT

ITEM #D

RESOLUTION NO. 13-28

A RESOLUTION APPOINTING THE MAYOR TO SERVE ON THE PRISON RELOCATION AND DEVELOPMENT AUTHORITY BOARD

WHEREAS, Utah Code Ann. 63C-13-101 et seq. created the Prison Relocation and Development Authority (the Authority) to establish projects to relocate the state prison from its location in Draper City to another suitable location in the state in order to allow private development of the land on which the state prison is presently located, subject to applicable local land use and other ordinances; and

WHEREAS, the Authority consists of 11 members, one of whom is to be appointed by the legislative body of the municipality in which the current prison is located; and

WHEREAS, this council finds that appointing the mayor of Draper City to the Authority will best serve the needs of the City in making its voice heard in this matter of prison relocation:

NOW, THEREFORE, BE IT RESOLVED by the Draper City Council, which is the legislative body of Draper City, as follows:

Section 1. Appointment. The mayor of Draper City is hereby appointed to serve on the Prison Relocation and Development Authority Board.

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

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, THIS THE _____ DAY OF _____, 2013.

ATTEST:

DRAPER CITY

City Recorder

Mayor

[Return to Agenda](#)

CONSENT ITEM #E

REQUEST FOR COUNCIL ACTION

To:	Mayor & City Council
From:	Troy Wolverton, City Engineer
Date:	June 4, 2013
Subject:	Professional Services Agreement With Project Engineering Consultants, Ltd. for Traffic Signal & Roadway Improvements at Lone Peak Parkway & 11950 South, Agreement 13-173
Committee Presentation:	N/A
Staff Presentation:	N/A
RECOMMENDATION: The City Council authorize the City Manager to sign Agreement 13-173 between the City and Project Engineering Consultants, Ltd.	
BACKGROUND AND FINDINGS: The subject professional services agreement will provide a means by which the analysis, design and construction plans necessary to construct a traffic signal and roadway improvements at the intersection of 11950 South and Lone Peak Parkway may be completed. Traffic anticipated from the new American Preparatory Academy Charter School, Aquarium and expanding/developing employment centers near the intersection have necessitated an accelerated design and installation schedule.	
PREVIOUS LEGISLATIVE ACTION: N/A	
FISCAL IMPACT: Finance Review: _____ GL#11-84-2401 Engineering Professional & Technical (\$50,000)	
SUPPORTING DOCUMENTS: <ul style="list-style-type: none">• Consulting Services Agreement.	

AGREEMENT #13-173

TRAFFIC SIGNAL & ROADWAY IMPROVEMENTS AT LONE PEAK PARKWAY & 11950 SOUTH

AN AGREEMENT FOR PROFESSIONAL CONSULTING, ENGINEERING and DESIGN SERVICES BETWEEN DRAPER CITY AND PROJECT ENGINEERING CONSULTANTS, LTD.

THIS AGREEMENT made and entered into this June 4th, 2013, by and between DRAPER CITY, a municipal corporation (hereinafter referred to as "City"), and Project Engineering Consultants, Ltd., a Utah corporation (hereinafter referred to as "Consultant").

The City and Consultant agree as follows:

1. RETENTION AS CONSULTANT

City hereby retains Consultant, and Consultant hereby accepts such engagement, to perform the services described in Paragraph 2. Consultant warrants it has the qualifications, experience and facilities to properly perform said services.

This agreement is not intended and shall not be construed to create any right or impose any duty, expressly or by implication, in favor of any person or entity who is not a direct party to this agreement. All services and extra services to be performed by Consultant hereunder will be performed for the exclusive use and benefit of City, and no other person or entity may or is entitled to use or rely upon any such services or the information or reports generated by Consultant as a result of such services.

2. DESCRIPTION OF SERVICES

Consultant shall provide design services, prepare plans and specifications for the City to advertise and select contractors to construct and install a traffic signal and minor roadway improvements at Lone Peak Parkway and 11950 South. The major elements of the work include roadway, drainage, utility and traffic signal design to include the following:

Activity 1 - Project Initiation

Task 1.1 - Computer aided design work and project drawings shall be developed in Microstation Format. Consultant shall perform a topographic survey and gather existing mapping from utilities in the work area. Consultant shall update utility information as needed.

Task 1.2 - Consultant shall coordinate with the local servicing power company to determine a new power source location.

Task 1.3 - Consultant shall conduct project kickoff meeting with concept plans of the new traffic signal and road widening improvements.

Task 1.4 - Consultant shall prepare right-of-way descriptions and submit to Draper City for right-of-way acquisition.

Activity 2 - Develop Roadway Plans

Task 2.1 - Consultant shall develop plans per the latest edition of the Utah Department of Transportation(UDOT) Computer Aided Design Drafting(CADD) Standards for the traffic signal and City Standards for roadway construction items.



Task 2.2 - Consultant shall cut plan sheets (title, index, RD, UT, SG, and summaries)

Task 2.3 - Consultant shall prepare utility plans showing existing utilities in the area and any relocations and reconstructions of existing utilities.

Task 2.4 - Consultant shall prepare signal plans showing new mast arm, signal poles, signal detection, signal heads, power source, conduit and wiring, and City furnished items.

Task 2.5 - Consultant shall develop quantities and City furnished materials list.

Task 2.6 - Consultant shall prepare roadway plans showing widening on all legs. This includes removals, adding in new curb and gutter, concrete sidewalk, paving widened area, and striping.

Task 2.7 - Consultant shall show new right-of-way plan sheets.

Activity 3 - 50% Review

Task 3.1 – Consultant shall perform a to City the progress with an "Over the Shoulder" review meeting of the plans. Consultant shall conduct this meeting at Consultant's offices.

Task 3.2 – Consultant shall compile, address and re-distribute via email.

Activity 4 – Assemble Final Plan Set

Task 4.1 - Consultant shall incorporate comments from 50% plan review into the plans and compile a final plan set.

Task 4.2 – Consultant shall coordinate final utility locations and clarify and modify those locations for the final plan set accordingly.

Activity 5 – Final Plan Review

Task 5.1 – Consultant shall conduct a final plan review meeting at Consultant's Office. Consultant shall distribute plans one week in advance of the meeting for detailed review by City.

Activity 6 – Final Plan Submittal

Task 6.1 – Consultant shall incorporate comments from final plan review into the completed plans. Completed plans shall be stamped and delivered to City by Consultant via hard copy and pdf.

Task 6.2 – An on-site meeting will be scheduled with the City and selected Contractor to discuss any critical items related to construction and inspection (On-site Pre-Construction Meeting).

Task 6.3 – Construction staking and Consultant Engineering Support has not been included in the cost associated with this agreement and shall be paid by City on a time and materials basis as performed and documented by Consultant.



Activity 7 – Engineer's Estimate

Task 7.1 – Consultant shall prepare an Engineer's Estimate of Probable Cost for Construction.

Activity 8 – Construction Engineering Support

Task 8.1 – Consultant shall provide design support and answer questions from City.

Consultant has the right to decline to perform any services or extra services requested by the City without liability. Professional services provided by the Consultant under this Agreement will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the Consultant's same profession currently practicing in the same locality under similar conditions. No other representation, warranty or guarantee, express or implied, is included or intended in this Agreement, or in any report, opinion or document.

3. COMPENSATION AND PAYMENT

Except for authorized extra services (pursuant to Paragraph 4), the total compensation payable to Consultant by City for the services described in Paragraph 2 shall be earned on a Time and Materials Fee not to exceed \$50,000.00 (Fifty Thousand Dollars and no/100).

All payments shall be made within thirty (30) calendar days after the Consultant has provided the City with written verification of the actual compensation earned, which written verification shall be in a form satisfactory to the City. Invoices shall be made no more frequently than on a monthly basis, and should describe the work performed, including a list of man-hours by personnel classification, if billing is on a per hour basis. The City agrees to pay a finance charge of 1 1/2% per month on past due accounts, or the maximum allowed by law if such maximum is less than 1 1/2% per month.

4. EXTRA SERVICES

City shall pay Consultant for those extra services authorized or requested in writing in addition to the services described in Paragraph 2, in such amounts as mutually agreed to in advance. Unless the City and Consultant have agreed in writing before the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist. Extra services shall be charged at the same hourly rates as described in APPENDIX A as the agreed-upon services.

5. **SERVICES BY THE CITY**

City will make available for Consultant's review all available information regarding project conditions or requirements that may be relevant to or affect the services to be performed under this Agreement, including, but not limited to, information City knows, assumes or may suspect with respect to hazardous or potentially hazardous substances or wastes. City will immediately transmit to Consultant any new information concerning the project that becomes available to it, either directly or indirectly, during the performance of this Agreement. City agrees to render reasonable assistance as requested by Consultant so the performance of the services under this Agreement may proceed without delay or interference. Consultant will not be liable for any advice, judgment or decision based on inaccurate or incomplete information furnished by City, and the Consultant shall not be required to investigate or evaluate the accuracy or completeness of any information furnished by City.

6. **PROGRESS AND COMPLETION**

Consultant shall commence work on the discreet tasks to be performed within a reasonable period of time after receiving a request from the City. Upon receipt of a request for services from the City, Consultant shall promptly notify the City of expected time to complete the task. Consultant shall then work diligently to complete the task in the expected time frame.

It is understood that time is of the essence in the performance of requested tasks.

7. **OWNERSHIP OF DOCUMENTS**

All drawings, designs, data, photographs, reports and other documentation, including duplication of same prepared by Consultant in the performance of these services, shall become the property of City upon completion of the discreet tasks or termination of the consulting services pursuant to this agreement and upon payment in full of all compensation then due Consultant, but may be used only in conformance with all terms of this agreement.

8. **PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR**

This Agreement is for professional services, which are personal services to the City. The following person is deemed to be a key member or employee of the Consultant's firm, and shall be directly involved in performing or assisting in the performance of this work:

Daniel Young

Should this individual be removed from assisting in this contracted work for any reason, the Consultant will provide qualifications of a suitable replacement and a work plan detailing how tasks will be reassigned. If the City finds the replacement unacceptable the City may terminate this Agreement.

This Agreement is not assignable by Consultant or City.



9. **HOLD HARMLESS**

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold the City harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Consultant's negligent acts, errors or omissions in the performance of professional services under this agreement.

The City agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the City's sole negligent acts, errors or omissions and for anyone for whom the City is legally liable, arising from the professional services under this agreement.

The Consultant is not obligated to indemnify the City in any manner whatsoever for the City's own negligence.

City hereby agrees, to the fullest extent permitted by law, that Consultant's total liability to City for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to any services or this Agreement, from any cause or causes, including but not limited to Consultant's negligence, errors, omissions, strict liability, breach of contract, or otherwise, will not exceed \$1,000,000.00, per claim and in the aggregate. In no event shall Consultant be liable for exemplary or punitive damages.

10. **INSURANCE**

Consultant shall, at Consultant's sole cost and expense and throughout the term of this Agreement and any extensions thereof, carry:

- (1) Workers compensation insurance adequate to protect Consultant from claims under workers compensation acts, and
- (2) Professional errors and omissions insurance in the amount of \$1,000,000, per claim and in the aggregate.

Understanding that the Consultant uses personal vehicles in the performance of professional services under this agreement, the Consultant agrees to maintain reasonable automobile insurance on the vehicle.

All insurance policies shall be issued by a financially responsible company or companies authorized to do business in the State of Utah. Consultant shall provide City with copies of certificates (on the City certificate form) for all policies with an endorsement that they are not subject to cancellation without thirty (30) calendar days prior written notice to City. The City, its officers and employees, shall be named as additional insured on Consultants general liability and automobile liability insurance.

11. **RELATIONSHIP OF THE PARTIES**

The relationship of the parties to this Agreement shall be that of independent contractors and that in no event shall Consultant be considered an officer, agent, servant or employee of City. The Consultant shall be solely responsible for any workers compensation, withholding taxes, unemployment insurance and any other employer obligations associated with the described work.



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The Consultant, by notifying City in writing, may upon ten (10) calendar days notice, terminate any portion, or all of the services agreed to be performed under this Agreement. In the event of such termination, Consultant shall have the right and obligation to assemble, in a reasonable time, work in progress for the purpose of winding up the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by City to Consultant within thirty (30) calendar days following submission of final statement by Consultant.

13. **ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE**

The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release to City from all claims and liabilities for compensation to Consultant for anything done, finished or relating to the Consultant's work or services. Acceptance of payment shall be any negotiation of the City's check or the failure to make a written extra compensation claim within thirty (30) calendar days of the receipt of that check.

However, approval or payment by the City shall not constitute nor be deemed a release of the responsibility and liability of Consultant, its employees, subcontractors, agents and consultants for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by Consultant, its employees, subcontractors, agents and consultants.

14. **WAIVER; REMEDIES CUMULATIVE**

Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party and no such waiver shall be implied from any omission by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

15. **ATTORNEYS FEES**

Should either party to this Agreement bring suit to enforce this Agreement, it is agreed that the prevailing party shall be entitled to recover its costs, expenses and reasonable attorney's fees. A prevailing party is a party that shall have obtained a final judgment or order no longer subject to appeal. In the event of a settlement before final adjudication, both parties shall bear their own respective costs, expenses and reasonable attorney's fees, unless otherwise agreed. Any obligation set forth in this Agreement requiring one party to defend, indemnify and hold the other party harmless shall include payment by the indemnifying party of the indemnitee's reasonable attorneys fees when and as incurred. Notwithstanding anything to the contrary, the City shall be fully liable for all collection fees or expenses incurred by the Consultant to collect any outstanding invoices.

16. **CONSTRUCTION OF LANGUAGE OF AGREEMENT**

The provisions of this Agreement shall be construed as a whole according to its common meaning and purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

17. **MITIGATION OF DAMAGES**

In all situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

18. **GOVERNING LAW**

This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of Utah.

19. **CAPTIONS**

The captions or headings in the Agreement are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Agreement.

20. **AUTHORIZATION**

Each party has expressly authorized the execution of this Agreement on its behalf and bind said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint ventures, insurance carriers and any others who may claim through it to this Agreement.

21. **ENTIRE AGREEMENT BETWEEN PARTIES**

Except for Consultant's proposals and submitted representations for obtaining this Agreement, this Agreement supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the parties with respect to said services. Any modifications of this Agreement will be effective only if it is in writing and signed by the party to be charged.

22. **PARTIAL INVALIDITY**

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23. **TERM OF AGREEMENT**

Unless sooner terminated as provided for herein, this agreement shall be effective from June 4th, 2013, and shall end October 15th, 2013.

24. **NOTICES**

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in this United States mail, postage prepaid, and addressed as follows:

TO CITY: DRAPER CITY
 Attn: Troy Wolverton, City Engineer
 1020 East Pioneer Road
 Draper, Utah 84020

TO CONSULTANT: Project Engineering Consultants, Ltd.
 Attn: Daniel Young
 986 West 9000 South
 West Jordan, UT 84088



In concurrence and witness whereof, this Agreement has been executed by the parties effective on the date and year first above written.

DRAPER CITY

David Dobbins, City Manager

ATTEST:

Tracy Norr, City Recorder

CONSULTANT

Daniel Young, P.E.
Principal

CITY ACKNOWLEDGMENT

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

On the __th day of _____, 201_, personally appeared before me David Dobbins, who being duly sworn, did say that he is the City Manager of DRAPER CITY, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said David Dobbins acknowledged to me that the City executed the same.

My Commission Expires:

Notary Public
Residing at:



CONSULTANT ACKNOWLEDGMENT

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

On the __th day of _____, 201_, personally appeared before me _____ who being by me duly sworn did say that (s)he is the _____ of _____, Inc., an _____ corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors; and they acknowledged to me that said corporation executed the same.

My Commission Expires:

Notary Public
Residing at:



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ITEM #6

The budget is available for public review at
<http://www.draper.ut.us/index.aspx?NID=292>.

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ITEM #7

REQUEST FOR COUNCIL ACTION

To:	Mayor & City Council
From:	PW – Engineering
Date:	May 30, 2013
Subject:	Sanity Sewer Easement Request By Cinnamon Ridge at Draper Subdivision
Committee Presentation:	
Staff Presentation:	
RECOMMENDATION: Authorize a Sanitary Sewer Easement for South Valley Sewer District across Draper City open space requested by Cinnamon Ridge at Draper Subdivision	
BACKGROUND AND FINDINGS: The Cinnamon Ridge at Draper Subdivision has been conditionally approved. It is a seven lot minor subdivision located between Montreaux and the intersection of Mike Weir and Traverse Ridge Road. The subdivision requires that the sanitary sewer pipeline from it cross existing Draper City open space between the parcel and the Traverse Ridge Road right-of-way. The easement will be granted to South Valley Sewer District (SVSD). Staff is recommending an easement valuation of \$1,825 based on the Salt Lake County Assessor's assessed value of \$1.16 per square foot. The easement consists of approximately 3,144 square feet. A reduction of 50% of the land value is calculated to establish the easement value.	
PREVIOUS LEGISLATIVE ACTION: <ul style="list-style-type: none">• Zoning Administrator Minor Subdivision Approval was awarded May 29, 2013 for Cinnamon Ridge at Draper subject to the City Council granting the sanitary sewer easement to South Valley Sewer District.• DAI Partners LLC signed a development agreement # 12-120 with the City in September 2012. It was later amended by agreement #12-165 in December 2012. The approved site plan concept required the sanitary sewer to cross Draper City open space to connect to an existing sanitary sewer line in Traverse Ridge Road.	
FISCAL IMPACT: Finance Review: _____ Staff is recommending a value of \$1,825 to be paid by DAI Partners LLC to Draper City.	
SUPPORTING DOCUMENTS: <ul style="list-style-type: none">• Easement document and exhibit	

When Recorded Return to:
Mr. Craig L. White
South Valley Sewer District
P.O. Box 908
Draper, Utah 84020

PARCEL I.D.# 34-08-400-030
GRANTOR: Draper City
(Cinnamon Ridge at Draper)
Page 1 of 4

EASEMENT

A twenty (20) foot wide sanitary sewer easement located in the Southeast Quarter of Section 8, Township 4 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey.

For the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned as GRANTORS hereby grant, convey, sell, and set over unto South Valley Sewer District, a body politic of the State of Utah, hereinafter referred to as GRANTEE, its successors and assigns, a perpetual right-of-way and easement to construct, maintain, operate, repair, inspect, protect, install, remove and replace sewer pipelines, valves, valve boxes and other sewer transmission and distribution structures and facilities, hereinafter called the FACILITIES, said right-of-way and easement, being situate in Salt Lake County, State of Utah, over and through a parcel(s) of the GRANTORS' land lying within a strip twenty (20) feet wide, said strip extending ten (10) feet on each side of and lying parallel and adjacent to a line of reference and projection thereof, more particularly described as follows:

See Exhibit "A" attached hereto and by this reference made a part hereof.

Contains: 0.07 acres

TO HAVE AND HOLD the same unto the GRANTEE, its successors and assigns, with the right of ingress and egress in the GRANTEE, its officers, employees, agents and assigns to enter upon the above-described property with such equipment and vehicles as is necessary to construct, install, maintain, operate, repair, inspect, protect, remove and replace the FACILITIES. During construction periods, GRANTEE and its contractors may use such portion of GRANTORS' property along and adjacent to the right-of-way and easement as may be reasonably necessary in connection with the construction or repair of the FACILITIES. The contractor performing the work shall restore all property, through which the work traverses, to as near its original condition as is reasonably possible. GRANTORS shall have the right to use the above-described property except for the purposes for which this right-of-way and easement is granted to the GRANTEE, provided such use shall not interfere with the FACILITIES or with the discharge and conveyance of sewage through the FACILITIES, or any other rights granted to the GRANTEE hereunder.

GRANTORS shall not build or construct, or permit to be built or constructed, any building or other improvement over or across this right-of-way and easement nor change the contour thereof without the written consent of GRANTEE. This right-of-way and easement grant shall be binding upon, and inure to the benefit of, the successors and assigns of the GRANTORS and the successors and assigns of the GRANTEE, and may be assigned in whole or in part by GRANTEE.

IN WITNESS WHEREOF, the GRANTORS have executed this right-of-way and Easement this _____ day of _____, 20____.

GRANTOR(S)

for the City of Draper

STATE OF UTAH)

:ss.

COUNTY OF _____)

On the ____ day of _____, 20__, personally appeared before me _____, who being duly sworn, did say that he is the _____, of the **City of Draper**, a governmental entity, and that said instrument was signed in behalf of the city by authority of its City Council and acknowledged to me that the City executed the same.

Notary Public

My Commission Expires: _____

Residing in: _____

Exhibit 'A'

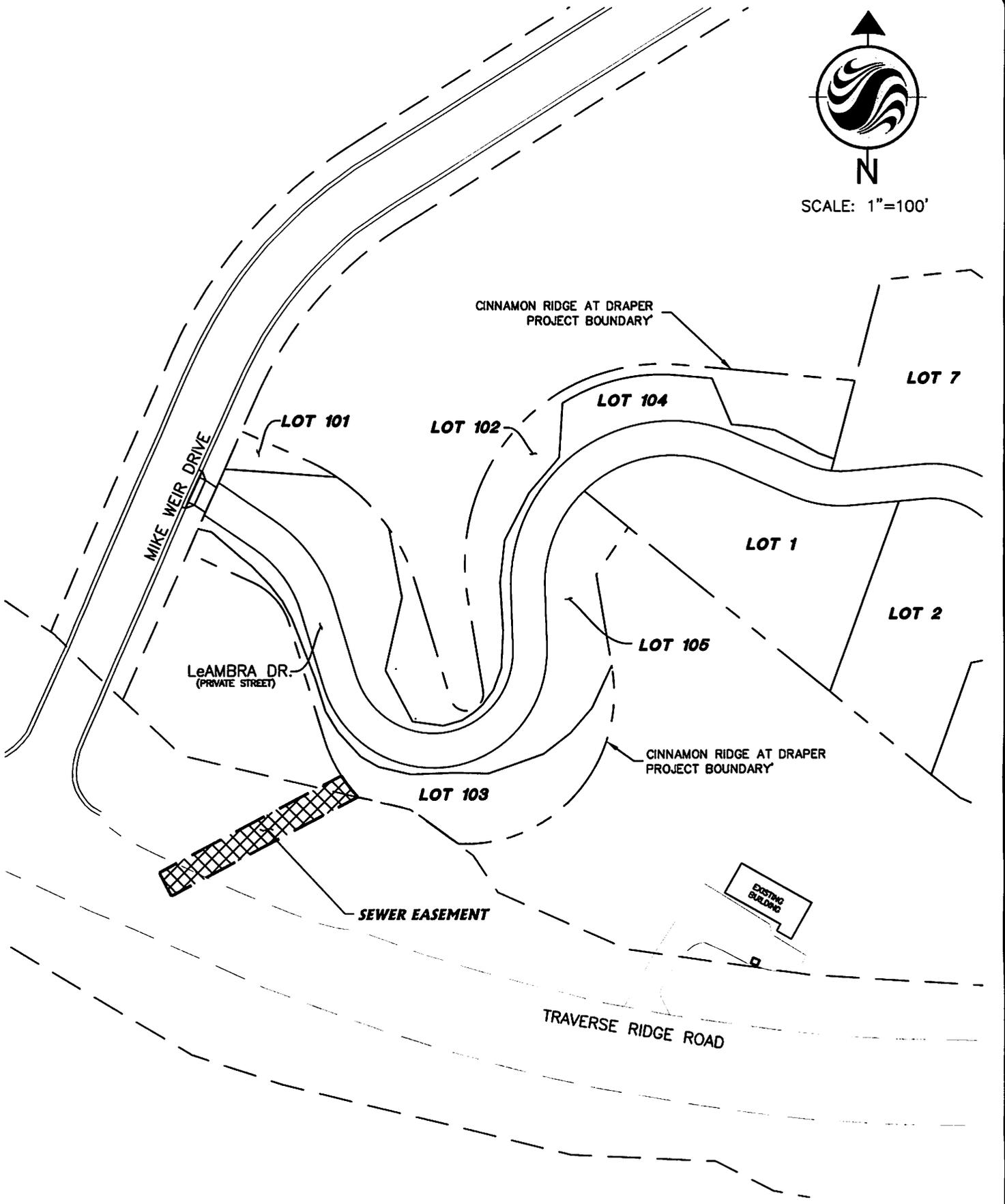
**CINNAMON RIDGE at DRAPER
SEWER EASEMENT
LEGAL DESCRIPTION**

Beginning at a point on the Northerly Right-of-Way Line of Traverse Ridge Road, said point being S89°16'04"E 3162.70 feet, along said Center Section Line, and South 347.40 feet from the West Quarter Corner of Section 8, Township 4 South, Range 1 East, Salt Lake Base & Meridian, and running thence southeasterly 20.36 feet along the arc of a 113.00 foot radius curve to the left, chord bears S38°05'53"E 20.33 feet; thence S62°15'24"W 159.33 feet; thence N27°44'36"W 20.00 feet; thence N62°15'24"E 155.68 feet to the Point of Beginning.

Contains: 3,144 SF or 0.072 AC.



SCALE: 1"=100'



**CINNAMON RIDGE AT DRAPER
SEWER EASEMENT
EXHIBIT**



Stantec

Stantec Consulting Services Inc.
3995 S 700 E Ste. 300
Salt Lake City, UT
84107-2540
Tel. 801.261.0090
Fax. 801.266.1671
www.stantec.com

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF LICENSED PROFESSIONAL ENGINEER, LAND SURVEYOR, OR GEOLOGIST TO ALTER ANY ITEM ON THIS DOCUMENT IN ANY WAY. ANY LICENSEE WHO ALTERS THIS DOCUMENT IS REQUIRED BY LAW TO AFFIX HIS OR HER SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY HIS OR HER SIGNATURE AND SPECIFIC DESCRIPTION OF THE ALTERATIONS.

Sheet Number

1 OF 1

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ITEM #8

REQUEST FOR COUNCIL ACTION

To:	Mayor & City Council
From:	Troy Wolverton, City Engineer
Date:	June 4, 2013
Subject:	Text Amendment to Section 18-4 Pertaining to Land Disturbance Activities and Restoration and Revegetation Guarantees of the Draper City Municipal Code
Committee Presentation:	N/A
Staff Presentation:	N/A
RECOMMENDATION: City Council approve Ordinance No. 1047 Amending Draper City Municipal Code Chapter 18-4 Pertaining to Land disturbance Activities and Restoration and Revegetation Guarantees.	
BACKGROUND AND FINDINGS: Draper City Municipal Code previously provided direction no longer consistent with the current process for establishing restoration and revegetation improvement guarantee agreement terms, inspections, release of guarantee funds, and other aspects of managing land disturbance activities. The previous management method outlined in the Municipal Code is unclear and inconsistent with current practices and previously adopted Resolutions. The proposed modifications follows a process similar to the acceptance of subdivision improvements and provides a clear procedural outline of the process of determining established vegetation and times for conditional and final acceptance and guarantee fund releases for land disturbance permit activities. Types of acceptable improvement guarantees (cash escrow and Irrevocable Letter of Credit) remain consistent with other sections of the Municipal Code and the minimum value for revegetation on a square foot basis is established to insure performance.	
PREVIOUS LEGISLATIVE ACTION: N/A	
FISCAL IMPACT: Finance Review: _____ N/A	
SUPPORTING DOCUMENTS: <ul style="list-style-type: none">• Ordinance 1047	

ORDINANCE NO. 1047

AN ORDINANCE AMENDING DRAPER CITY MUNICIPAL CODE CHAPTER 18-4 PERTAINING TO LAND DISTURBANCE ACTIVITIES AND RESTORATION AND REVEGETATION GUARANTEES

WHEREAS, Draper City Municipal Code Chapter 18-4 provides for procedures requiring land disturbance permit activity guarantee agreements; and

WHEREAS, the City Council approved Resolution No. 97-73 A Resolution Establishing Requirements Pertaining to Revegetation Bonds Which Are Required in Connection with Development Within the City in November 1997; and

WHEREAS, the City Council has directed the continued issuance of Land Disturbance Permits to protect the public health, safety and welfare such that restoration and revegetation improvement guarantees will be required prior to the issuance of all non-exempt grading activities on private properties; and

WHEREAS, the procedures associated with acceptance of land disturbance permit activities related to restoration and revegetation are not clearly set forth for the benefit of developers and city staff to clearly execute a consistent process; and

WHEREAS, clarification of land disturbance guarantee amounts, inspection, acceptance and warranty procedures will assist City staff, developers and property owners in managing, financing and successfully completing land disturbance operations within the City;

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

SECTION I. Amendment. Section 18-4-010 of the Draper City Municipal Code is hereby amended to read:

Chapter 18-4 RESTORATION AND REVEGETATION GUARANTEE

Sections:

18-4-010 Land Disturbance Restoration and Revegetation Guarantee Agreement.

Section 18-4-010 Land Disturbance Restoration and Revegetation Guarantee Agreement.

(a) Following City Engineer approval but prior to holding a Pre-Construction Conference and commencing construction, an applicant for a land disturbance permit shall enter into a Land Disturbance Restoration and Revegetation Guarantee Agreement as security to ensure proper restoration and revegetation of the land disturbed by activities and construction pursuant to the provisions of this Title. The Agreement shall be in a form approved by the City Attorney and shall be signed by the City Engineer.

(b) The applicant shall complete all conditions of the City Engineer's approval of land disturbance activities.

(c) The Agreement shall include the following provisions:

(1) Applicant shall complete all land disturbance activities within 18 months from the date the Agreement is executed, subject to one extension granted by the City Engineer.

(2) The restoration and revegetation shall be completed in accordance with the Draper City Land Disturbance Design and Construction Standards.

(3) The amount of the security shall be equal to 110% of the applicant's engineer's estimate of probable cost containing a detailed, written estimate of the cost of the proposed excavation, restoration and revegetation improvements. Revegetation estimates shall not be less than \$0.35 per square foot for all estimates submitted and approved by the City Engineer. All detailed, written estimates shall be approved in writing by the City Engineer.

(4) The City shall have immediate access to the proceeds.

(5) Security proceeds for excavation and restoration may be reduced upon written request of the applicant as specific line items in the cost estimate are completed. Reductions shall be made only as they may apply to the satisfactory completion of line items as determined by the City Engineer. Written requests may be made only once every 30 days and no reduction shall be authorized until such time as the City has inspected the improvements and found them to be in compliance with the Land Disturbance Design and Construction Standards. All reductions shall be by written authorization of the City Engineer. No security shall be reduced below ten percent of the estimated cost of the total original posted security until final acceptance by the City Engineer following a one-year improvement assurance warranty.

(6) Security proceeds for revegetation may be reduced upon written request of the applicant as specific revegetation line items in the cost estimate are completed. Actual revegetation costs may be released upon the applicant submitting copies of contractor invoicing representing actual incurred costs of revegetation. Revegetation expenses may be released up to but not exceeding 50% of the revegetation guarantee amounts as they apply to the completion of revegetation operations. Such written reduction requests may be made only once at the completion of the initial revegetation operation. No revegetation reduction shall be authorized until the City has inspected the improvements and found them to be in compliance with the Land Disturbance Design and Construction Standards and commitments associated with the approved revegetation plan. All reductions shall be by written authorization of the City Engineer. No revegetation security shall be reduced below 50% of the estimated cost of the improvement to be installed until the vegetation is established. Vegetation is established when the revegetation area exhibits established growth equal to 80% of visible vegetative cover as witnessed and compared to an immediately adjacent, undisturbed area of vegetation. If the vegetation is established, the remaining ten percent guarantee contingency fund shall be held for a warranty period of one year.

(7) If the security proceeds are inadequate for whatever reason to pay the cost of completing the restoration and revegetation according to the Land Disturbance Design and Construction Standards, including previous reductions, the applicant shall be responsible for the deficiency. No further construction or land use entitlements shall be issued for the disturbed property until the improvements are completed or, with City Council approval, a new, satisfactory security has been delivered to the City or other satisfactory arrangements have been made to ensure completion of the remaining improvements.

(8) The City's cost of administration incurred in obtaining the security upon the applicant's default, including attorney's fees and court costs, shall be deducted from the security proceeds.

(9) The applicant shall guarantee all restoration and revegetation improvements installed against damage arising from any defect in design, construction, materials, or workmanship during the warranty period and shall promptly repair the same upon notice from the City.

(10) The applicant shall hold the City harmless from any and all liability which may arise as a result of the land disturbance operations and activities constructed until such time as the City certifies the improvements are complete and accepts the restoration and revegetation at the end of the warranty period as complete.

(d) The Land Disturbance Restoration and Revegetation Guarantee Agreement shall be for the full amount of the Engineer's Estimate of Probable Cost as approved by the City Engineer, including a ten percent warranty period contingency. The security shall be in the form of:

(1) an escrow agreement and account with a federally insured bank or credit union making proceeds immediately available to the City in the case of the applicant's default upon the City presenting a site draft; or

(2) a letter of credit agreement and irrevocable stand-by letter of credit with a federally insured bank or credit union, with proceeds available to the City in the case of the applicant's default upon the City presenting a signed statement in accordance with the terms of the letter of credit at an office located within 25 miles of Draper City.

(e) The Land Disturbance Restoration and Revegetation Guarantee Agreement may be extended one time for six months. Any subsequent extension shall require approval by the City Council following timely written request by the Applicant.

SECTION II. Repealer. Section 18-4-020 of the Draper City Municipal Code is hereby repealed.

SECTION III. Repealer. Section 18-4-030 of the Draper City Municipal Code is hereby repealed.

SECTION IV. General Repealer. Ordinances and Resolutions in conflict herewith are hereby repealed to the extent of the conflict.

SECTION V. Effective Date. This Ordinance shall become effective immediately upon passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, ON THIS _____ DAY OF _____, 2013.

ATTEST:

DRAPER CITY

City Recorder

Darrell H. Smith, Mayor

**Chapter 18-4 LAND DISTURBANCE RESTORATION AND REVEGETATION
GUARANTEE AGREEMENT BONDS**

Sections:

- 18-4-010 Land Disturbance Restoration and Revegetation Guarantee Agreement~~Activities and Improvements Bond.~~**
- 18-4-020 Revegetation Bond.**
- 18-4-030 Restoration Bond.**

Section 18-4-010 Land Disturbance Restoration and Revegetation Guarantee Agreement~~Activities and Improvements Bond.~~

(a) Following City Engineer approval but prior to holding a Pre-Construction Conference and commencing construction, an applicant for a land disturbance permit shall enter into a Land Disturbance Restoration and Revegetation Guarantee Agreement as security to ensure proper restoration and revegetation of the land disturbed by activities and construction pursuant to the provisions of this Title. The Agreement shall be in a form approved by the City Attorney and shall be signed by the City Engineer.

(b) The applicant shall complete all conditions of the City Engineer's approval of land disturbance activities.

(c) The Agreement shall include the following provisions:

(1) Applicant shall complete all land disturbance activities within 18 months from the date the Agreement is executed, subject to one extension granted by the City Engineer.

(2) The restoration and revegetation shall be completed in accordance with the Draper City Land Disturbance Design and Construction Standards.

(3) The amount of the security shall be equal to 110% of the applicant's engineer's estimate of probable cost containing a detailed, written estimate of the cost of the proposed excavation, restoration and revegetation improvements. Revegetation estimates shall not be less than \$0.35 per square foot for all estimates submitted and approved by the City Engineer. All detailed, written estimates shall be approved in writing by the City Engineer.

(4) The City shall have immediate access to the proceeds.

(5) Security proceeds for excavation and restoration may be reduced upon written request of the applicant as specific line items in the cost estimate are completed. Reductions shall be made only as they may apply to the satisfactory completion of line items as determined by the City Engineer. Written requests may be made only once

every 30 days and no reduction shall be authorized until such time as the City has inspected the improvements and found them to be in compliance with the Land Disturbance Design and Construction Standards. All reductions shall be by written authorization of the City Engineer. No security shall be reduced below ten percent of the estimated cost of the total original posted security until final acceptance by the City Engineer following a one-year improvement assurance warranty.

(6) Security proceeds for revegetation may be reduced upon written request of the applicant as specific revegetation line items in the cost estimate are completed. Actual revegetation costs may be released upon the applicant submitting copies of contractor invoicing representing actual incurred costs of revegetation. Revegetation expenses may be released up to but not exceeding 50% of the revegetation guarantee amounts as they apply to the completion of revegetation operations. Such written reduction requests may be made only once at the completion of the initial revegetation operation. No revegetation reduction shall be authorized until the City has inspected the improvements and found them to be in compliance with the Land Disturbance Design and Construction Standards and commitments associated with the approved revegetation plan. All reductions shall be by written authorization of the City Engineer. No revegetation security shall be reduced below 50% of the estimated cost of the improvement to be installed until the vegetation is established. Vegetation is established when the revegetation area exhibits established growth equal to 80% of visible vegetative cover as witnessed and compared to an immediately adjacent, undisturbed area of vegetation. If the vegetation is established, the remaining ten percent guarantee contingency fund shall be held for a warranty period of one year.

(7) If the security proceeds are inadequate for whatever reason to pay the cost of completing the restoration and revegetation according to the Land Disturbance Design and Construction Standards, including previous reductions, the applicant shall be responsible for the deficiency. No further construction or land use entitlements shall be issued for the disturbed property until the improvements are completed or, with City Council approval, a new, satisfactory security has been delivered to the City or other satisfactory arrangements have been made to ensure completion of the remaining improvements.

(8) The City's cost of administration incurred in obtaining the security upon the applicant's default, including attorney's fees and court costs, shall be deducted from the security proceeds.

(9) The applicant shall guarantee all restoration and revegetation improvements installed against damage arising from any defect in design, construction, materials, or workmanship during the warranty period and shall promptly repair the same upon notice from the City.

(10) The applicant shall hold the City harmless from any and all liability which may arise as a result of the land disturbance operations and activities constructed until such time as the City certifies the improvements are complete and accepts the

restoration and revegetation at the end of the warranty period as complete.

(d) The Land Disturbance Restoration and Revegetation Guarantee Agreement shall be for the full amount of the Engineer's Estimate of Probable Cost as approved by the City Engineer, including a ten percent warranty period contingency. The security shall be in the form of:

(1) an escrow agreement and account with a federally insured bank or credit union making proceeds immediately available to the City in the case of the applicant's default upon the City presenting a site draft; or

(2) a letter of credit agreement and irrevocable stand-by letter of credit with a federally insured bank or credit union, with proceeds available to the City in the case of the applicant's default upon the City presenting a signed statement in accordance with the terms of the letter of credit at an office located within 25 miles of Draper City.

(e) The Land Disturbance Restoration and Revegetation Guarantee Agreement may be extended one time for six months. Any subsequent extension shall require approval by the City Council following timely written request by the Applicant.

~~Prior to issuance of a land disturbance permit, the applicant shall be required to enter into a bond agreement in a form acceptable to the City providing security to insure completion of the land disturbance activities and improvements required to be installed or provided pursuant to the provisions of this Title and the land disturbance permit. The applicant shall be required to complete all land disturbance activities and improvements in accordance with the terms and conditions of the land disturbance permit, the bond agreement, and all applicable ordinances, resolutions, standards, specifications, and plans. The bond shall be equal to 110% of the City Engineer's estimated cost of the land disturbance activities and improvements to be installed. Except as otherwise provided in this Section, the bond shall be administered and processed in accordance with the bond provisions set forth in Section 17-4-070 of the City Subdivision Ordinance regarding bonds and security for subdivision public improvements.~~

~~**Section 18-4-020 — Revegetation Bond.** Prior to issuance of a land disturbance permit, the applicant shall be required to enter into a revegetation bond agreement in a form acceptable to the City providing security to insure installation and completion of revegetation improvements required to be installed and/or provided pursuant to the provisions of this Title and the land disturbance permit. The applicant shall be required to install and complete all revegetation improvements in accordance with the terms and conditions of the land disturbance permit, the bond agreement, and all applicable ordinances, resolutions, standards, specifications and plans. The bond shall be equal to 110% of the City Engineer's estimated cost of the revegetation improvements required to be installed and/or provided. Except as otherwise provided in this Section, the revegetation bond shall be administered and processed in accordance with the bond~~

~~provisions set forth in Section 17-4-070 of the City Subdivision Ordinance regarding bonds and security for subdivision public improvements.~~

~~Section 18-4-030 — Restoration Bond.~~ ~~Prior to issuance of a land disturbance permit, the applicant shall be required to enter into a restoration bond agreement in a form acceptable to the City providing security to insure installation and completion of restoration improvements required to be installed and/or provided pursuant to the provisions of this Title and the land disturbance permit. The applicant shall be required to install and complete all restoration improvements in accordance with the terms and conditions of the land disturbance permit, the bond agreement, and all applicable ordinances, resolutions, standards, specifications and plans. The bond shall be equal to 110% of the City Engineer's estimated cost of the restoration improvements required to be installed and/or provided. Except as otherwise provided in this Section, the restoration bond shall be administered and processed in accordance with the bond provisions set forth in Section 17-4-070 of the City Subdivision Ordinance regarding bonds and security for subdivision public improvements.~~

Title 18 Chapter 4 Code Amendments

18-4 added	per Ordinance No. 419	06/05/2001
18-4 amended	per Ordinance No. 832	06/05/2008
18-4-010 amended	per Ordinance No. 941	06/15/2010