



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, July 16, 2013** in the City Council Chambers at 1020 East Pioneer Road, Draper, Utah.

NOTE: THE BUSINESS MEETING WILL BEGIN AT 7:30 INSTEAD OF 7:00 P.M.
(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 Dinner

6:15 p.m. 2.0 Adjourn to **CHILDREN'S PARADE**

BUSINESS MEETING

7:30 p.m. 1.0 **Call to Order:** Mayor Darrell Smith

7:35 p.m. 2.0 **Comment/Prayer and Flag Ceremony:** to be announced

7:40 p.m. 3.0 **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.*

8:00 p.m. 4.0 **Consent Items:**

- a. Approval of Minutes of July 2, 2013
- b. **Resolution #13-39**, Appointing Keith Morey as Community Development Director
- c. Agreement #13-194 with Geneva Rock for the 2013 Road Reconstruction Project
- d. Approval of Poll Workers for 2013 Elections

- e. **Resolution #13-40**, Authorizing the City Engineer to submit an application with the National Park Service for Assistance from the Rivers, Trails, and Conservation Assistance Program
- f. **Resolution #13-41**, Authorizing Interlocal Agreement #13-195 with Salt Lake County for Traffic Signal Installation and Maintenance

8:10 p.m. 5.0 Action Item: Resolution #13-34, Declaring Property at 12200 South and 900 East as Surplus – Staff Presentation by Dennis Workman

8:20 p.m. 6.0 Action Item: Resolution #13-38, Expressing the Intent of Draper City to Adjust Its Common Boundary with Lehi City. Staff Presentation by Russ Fox.

8:30 p.m. 7.0 Discussion Item: School Crosswalks and Crossing Guards. Staff Presentation by Troy Wolverton.

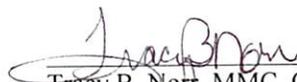
8:45 p.m. 8.0 Council/Manager Reports

9.0 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 **16th day of July, 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: 07/12/2013
City Seal


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, CMC, 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.

[Return to Agenda](#)

CONSENT

ITEM #A

DRAFT MINUTES

**MINUTES OF THE DRAPER CITY COUNCIL MEETING HELD ON TUESDAY,
JULY 2, 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, Jeff Stenquist, and Bill Colbert. Councilmember Summerhays was excused.

STAFF PRESENT: David Dobbins, Tracy Norr, Bryan Roberts, Troy Wolverton, Rhett Ogden, Garth Smith, Joe Bryant, Jared , Glade Robbins, Danyce Steck, Bryce McConkey, Jennifer Jastremsky, and Scott Jones.

Study Meeting

1.0 Discussion Item: Crossing Guards.

5:33:00 PM

1.1 Three new employees in the Community Development Department (Bryce McConkey, Scott Jones, and Jennifer Jastremsky) were introduced to the council.

5:35:55 PM

1.2 Dallas Wall reviewed the crossing guard warrant study that was done. He discussed the federal and state governing laws. The analysis is based on student demand, vehicle count, type of schools, time to cross the roadway, and crosswalk conditions. He reviewed eight locations: 300 East and 11400 South, 13200 South and 1300 East, 1300 East and Highland Drive, 13800 South and the Draper Canal Trail, Rambling Road and Vestry Drive, Highland Drive and Vestry Road, Newport Dawn and Cougar Ridge Road, and Cascade Glen and Cougar Ridge. Requirements and recommendations for each location were discussed. David Dobbins said the budget includes funding for eight crossing guard positions. The council needs to determine which locations should have crossing guards added.

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.

6:12 p.m.

2.1 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 Walker and seconded by Councilmember Colbert. The motion carried unanimously.

Business Meeting

1.0 Call to Order

7:10:06 PM

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

2.0 Comment/Prayer and Flag Ceremony

7:10:24 PM

- 2.1 James Webb, Troop 1165, offered the prayer. He then led the Pledge of Allegiance.

3.0 Citizen Comments

7:12:08 PM

- 3.1 Ken Vance, 707 Golden Pheasant Drive, said he has contracted for a fence along his property line but he cannot get permission to install the fence. The school district said they plan to turn the property over to the city and the city says it is the school district property. He asked if the city would send a letter to the school district stating the city's approval. He said he would like to install the new fence where the existing fence is. The support posts would come about 10" into the city property. It is not a landscaped area. He also said the fence is the same as he asked the city to install. He said the cost is a large burden and asked if the city would reconsider the original budget that was stated last year to help offset the cost. He said the seminary building across the street from him has changed the character of the neighborhood and he feels he needs the fence to protect the students as well as his property. Councilmember Rappleeye said Mr. Vance has been a good example and has come to the council. That is why he asked that a fund be set up to reimburse the property owners for the fences. Mayor Smith thanked Mr. Vance for his positive attitude.

7:19:10 PM

- 3.2 Eileen Carrier, 1187 Parkstone Drive, said she represents the Parkstone Homeowner's Association. Some of the residents have commented about the water tower which has impacted their community and blocks the view. The noise impact is another concern. She said the residents see the back of the water tower. She asked if the city would plant some trees in that corner of their community. They would be happy to maintain the trees. Councilmember Stenquist asked about the noise. Mrs. Carrier said she understands that people can go to the rail car and hear about the history. The residents had to deal with IFA and now they have to deal with the water tower.

7:21:56 PM

- 3.3 There were no more citizen comments.

4.0 Consent Items

- a. Approval of Minutes of June 18, 2013
- b. Agreement #13-186 with Salt Lake County Regarding Community Development Block Grant Allocations
- c. Agreement #13-188, Inter-local Agreement with Salt Lake County for Homeless Services
- d. Agreement #13-181 with Scott P. Evans Architect and Associates. PC for Public Works Substation
- e. **Ordinance #1053**, Amending Draper City Municipal Code Title 3-1 regarding Creation of a Finance Department and Appointment of a Finance Director
- f. **Resolution #13-35**, Appointing Robert Wylie as Finance Director.
- g. **Resolution #13-33**, Appointing Andrew Adams as a Member of the Planning Commission
- h. **Resolution #13-36**, Appointing Traci Gunderson and Craig Hawker as Alternate Members of the Planning Commission
- i. **Resolution #13-37**- Appointment of Ryan Summerhays to the Parks, Trails and Recreation Committee

7:22:08 PM

- 4.1 A motion to approve the consent items was made by Councilmember Stenquist and seconded by Councilmember Rappleye .**

7:24:11 PM

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

7:24:29 PM

- 4.3 Robert Wylie, the new finance director, was introduced. Mayor Smith then read a letter from the Clearfield City Manager commending Mr. Wylie (attached to minutes).

5.0 Council Manager Reports

7:25:45 PM

- 5.1 Councilmember Rappleye expressed condolences on the passing of Brent Anderson, a former Planning Commissioner. He said he would like the city to split up \$46,000-\$56,000 for the homeowners to replace fences along the school. He said Mr. Vance has tried to help himself and he would like the city to provide assistance.

7:27:59 PM

- 5.2 Councilmember Colbert said the governor has raised attention regarding water supplies. He asked about Draper's usage. David Dobbins said some of the Utah County cities use secondary water. Those supplies have dried up, so residents are using culinary water. Because the city does not do secondary water, we don't have the same problem. The situation is being monitored but there is not a need to take emergency action at this time. Councilmember Colbert reported on the FireWise meeting in Suncrest. Mr. Dobbins said

the staff is trying to get the word out about the high fire danger. Councilmember Colbert asked if the officers are watching for illegal fireworks. Chief Roberts said additional training was done in the past week.

7:31:57 PM

5.3 David Dobbins said there are two meetings scheduled in July. The next meeting is the same night as the children's parade. He suggested holding a short meeting or moving it to another date. The consensus was to start at 7:30 on July 16. Mr. Dobbins said there is no budget for the fence or trees as discussed during the meeting. Mr. Dobbins said he would call the school district to say the city is okay with the location of the fence.

7:36:12 PM

5.4 Russ Fox asked if the council had any follow-up comments on the proposed reservoir. Councilmember Colbert said he feels there should be a more formal presentation to the Parks and Trails Committee. Councilmember Rappleye said he talked to Clark Naylor was more positive if it is to be used as a dipping pond for fire control. Councilmember Colbert said has concerns about the proposed recreational uses. Discussion was held about the impact on the trails.

7:40:18 PM

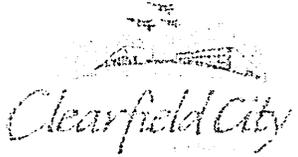
5.5 Chief Bacon said there will be extra fire crews for the upcoming holiday. He added that UFA is sending resources to the neighboring states which are fighting large fires.

6.0 Adjournment

7:42:28 PM

6.1 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 Walker and seconded by Councilmember Stenquist. The motion carried unanimously.

6.2 Following the closed meeting, a motion to adjourn was made by Councilmember Colbert and seconded by Councilmember Stenquist. The meeting adjourned at 8:12 p.m.



Executive Department

City of Draper
1020 Pioneer Rd.
Draper, UT 84020
435.525.2789

July 1, 2013

Mayor Darrell Smith
Draper City
1020 Pioneer Rd.
Draper, UT 84020

Dear Mayor Smith, Draper City Council, City Manager Dobbins, and Draper City Staff:

It has been my great privilege to work closely with Mr. Bob Wylie at Clearfield City for the past six years. As his coworker and direct supervisor I have come to know him as a man of the highest integrity, work ethic, and dedication to public service. Although I am unable to attend your meeting in person, I would like to state publically that, in my opinion, you have chosen an incredible Finance Director. He will be greatly missed by the entire Clearfield City organization.

Sincerely,

Adam M. Lenhard
Clearfield City Manager
(801) 525-2789
alenhard@clearfieldcity.org

[Return to Agenda](#)

CONSENT

ITEM #B

RESOLUTION NO. 13-39

**A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF DRAPER TO
APPOINT KEITH MOREY AS COMMUNITY DEVELOPMENT DIRECTOR
FOR THE CITY OF DRAPER.**

WHEREAS, the Mayor desires to appoint Keith Morey as Community Development Director of the City of Draper in accordance with the appointment procedures provided by law and City Ordinance; and

WHEREAS, Draper City Municipal Code 3-1-030 requires the advice and consent of the City Council in order for the Mayor to appoint the Community Development Director; and

WHEREAS, Keith Morey has the credentials, experience and professionalism necessary to be the Community Development Director.

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

Section 1. Appointment. The Mayor is hereby authorized to appoint Keith Morey as Community Development Director, in accordance with appointment procedures provided by law and City Code.

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

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, ON THIS 16th DAY OF JULY, 2013.

Mayor, Darrell Smith

ATTEST:

City Recorder

Return to Agenda

CONSENT
ITEM #C

REQUEST FOR COUNCIL ACTION

To:	Mayor & City Council
From:	Brad Jensen, Engineering
Date:	July 9, 2013
Subject:	Agreement #13-194 with Geneva Rock Products, Inc. for the 2013 Road Reconstruction Project
Applicant Presentation:	
Staff Presentation:	Troy Wolverton, City Engineer
RECOMMENDATION: That City Council authorize the Mayor to sign Construction Agreement #13-194 with Geneva Rock Products, Inc. for the 2013 Road Reconstruction Project.	
BACKGROUND AND FINDINGS: The 2013 Road Reconstruction Project includes reconstruction of the pavement section of the Traverse Ridge Road approach to the Highland Drive intersection. It also includes the reconstruction of the pavement section of 13065 South, between Minuteman Drive and 150 East. The project is anticipated to start in late summer and to be completed in the fall. Four bids were received for the project. Geneva Rock Products, Inc. submitted the lowest bid for \$292,434.50	
PREVIOUS LEGISLATIVE ACTION: Approval of the 12/13 CIP Budget - funding for road reconstruction projects	
FISCAL IMPACT: Finance Review:  Contract Amount: \$249,844.90	
Funding Source: Class B&C Road Funds (12-40-7201)	
SUPPORTING DOCUMENTS: <ul style="list-style-type: none">• Bid Tabulation• Construction Agreement	



July 9, 2013

2013 ROAD RECONSTRUCTION PROJECT BID TABULATION

BIDS OPENED: JULY 9, 2013 AT 10:00 AM

				Engineer's Estimate		Geneva Rock Products Inc.		Kilgore Contracting		Lyndon Jones Construction	
Bid Item	Description	Quantity	Unit	Unit Cost	Item Total	Unit Cost	Item Total	Unit Cost	Item Total	Unit Cost	Item Total
Schedule A - Traverse Ridge Road											
A-1	Storm Water Pollution Prevention	1	LS	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$900.00	\$900.00	\$3,300.00	\$3,300.00
A-2	Traffic Control System - General	1	LS	\$20,000.00	\$20,000.00	\$7,500.00	\$7,500.00	\$21,250.00	\$21,250.00	\$7,900.00	\$7,900.00
A-3	Remove Curb & Gutter	100	LF	\$15.00	\$1,500.00	\$13.50	\$1,350.00	\$5.95	\$595.00	\$5.00	\$500.00
A-4	Remove Concrete Sidewalk/ADA Ramp	272	SF	\$4.00	\$1,088.00	\$4.50	\$1,224.00	\$1.95	\$530.40	\$1.50	\$408.00
A-5	Concrete Curb & Gutter	100	LF	\$40.00	\$4,000.00	\$46.00	\$4,600.00	\$33.50	\$3,350.00	\$30.80	\$3,080.00
A-6	Construct 5" Concrete Sidewalk/ADA Ramp	272	SF	\$6.00	\$1,632.00	\$10.00	\$2,720.00	\$5.20	\$1,414.40	\$5.00	\$1,360.00
A-8	15-inch Class III RCP	108	LF	\$80.00	\$8,640.00	\$71.00	\$7,668.00	\$63.00	\$6,804.00	\$64.00	\$6,912.00
A-9	Single Grate Hooded Inlet Box	1	Ea	\$3,500.00	\$3,500.00	\$3,400.00	\$3,400.00	\$2,150.00	\$2,150.00	\$1,850.00	\$1,850.00
A-10	Full Depth Concrete Removal and Base Preparation	90	CY	\$160.00	\$14,400.00	\$87.00	\$7,830.00	\$56.20	\$5,058.00	\$66.00	\$5,940.00
A-12	Full Depth Asphalt Rotomilled and Base Preparation	455	CY	\$16.20	\$7,371.00	\$36.00	\$16,380.00	\$30.60	\$13,923.00	\$44.00	\$20,020.00
A-13	Sub-Grade Excavation	15	CY	\$22.50	\$337.50	\$39.00	\$585.00	\$32.10	\$481.50	\$44.00	\$660.00
A-14	Untreated Base Course	15	CY	\$50.00	\$750.00	\$46.50	\$697.50	\$34.20	\$513.00	\$44.00	\$660.00
A-15	6" HMA Surface Course (PG 64-28)	900	Ton	\$80.00	\$72,000.00	\$66.50	\$59,850.00	\$72.85	\$65,565.00	\$88.00	\$79,200.00
A-17	Construct 8" Concrete Road	4,760	SF	\$6.00	\$28,560.00	\$7.50	\$35,700.00	\$6.20	\$29,512.00	\$13.65	\$64,974.00
A-18	Manhole to Finish Grade	11	Ea	\$600.00	\$6,600.00	\$780.00	\$8,580.00	\$675.00	\$7,425.00	\$700.00	\$7,700.00
A-19	Water Valve to Finish Grade	11	Ea	\$500.00	\$5,500.00	\$600.00	\$6,600.00	\$570.00	\$6,270.00	\$500.00	\$5,500.00
A-21	Pavement Striping and Marking	1	LS	\$3,500.00	\$3,500.00	\$3,000.00	\$3,000.00	\$4,650.00	\$4,650.00	\$5,500.00	\$5,500.00
Schedule A Subtotal					\$182,378.50		\$170,684.50		\$170,391.30		\$215,464.00
Schedule B - 13065 South											
B-1	Storm Water Pollution Prevention	1	LS	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00	\$705.00	\$705.00	\$3,650.00	\$3,650.00
B-2	Traffic Control System - General	1	LS	\$10,000.00	\$10,000.00	\$7,500.00	\$7,500.00	\$10,950.00	\$10,950.00	\$4,200.00	\$4,200.00
B-7	Under Drainage System	2,150	LF	\$20.00	\$43,000.00	\$20.00	\$43,000.00	\$18.75	\$40,312.50	\$48.00	\$103,200.00
B-11	Full Depth Asphalt Removal and Base Preparation	275	CY	\$16.20	\$4,455.00	\$46.00	\$12,650.00	\$52.80	\$14,520.00	\$62.80	\$17,270.00
B-13	Sub-Grade Excavation	60	CY	\$22.50	\$1,350.00	\$39.00	\$2,340.00	\$23.05	\$1,383.00	\$33.00	\$1,980.00
B-14	Untreated Base Course	60	CY	\$50.00	\$3,000.00	\$46.00	\$2,760.00	\$30.35	\$1,821.00	\$44.00	\$2,640.00
B-16	4" HMA Surface Course (PG 64-22)	755	Ton	\$70.00	\$52,850.00	\$56.00	\$42,280.00	\$62.70	\$47,338.50	\$68.75	\$51,906.25
B-18	Manhole to Finish Grade	9	Ea	\$600.00	\$5,400.00	\$780.00	\$7,020.00	\$675.00	\$6,075.00	\$700.00	\$6,300.00
B-20	Survey Monument to Finish Grade	2	Ea	\$700.00	\$1,400.00	\$600.00	\$1,200.00	\$570.00	\$1,140.00	\$350.00	\$700.00
Schedule B Subtotal					\$122,455.00		\$121,750.00		\$124,245.00		\$191,846.25
Grand Total					\$304,833.50		\$292,434.50		\$294,636.30		\$407,310.25

4 Staker & Parson Companies \$418,478.20

Brad Jensen
Project Manager

CONDITIONAL NOTICE OF AWARD

TO: **Geneva Rock Products, Inc.**

PROJECT: **2013 ROAD RECONSTRUCTION PROJECT**

DRAPER CITY has considered the BID submitted by you for the above described WORK in response to its advertisement for bid dated **June 17, 2013**

You are hereby notified that your Bid has been accepted in an amount of **\$292,434.50** on the following conditions:

1. The execution by you and the City of a contract with the City on terms acceptable to both parties;
2. Furnishing PERFORMANCE AND PAYMENT BONDS, each in the amount of 100% of the contract price, as well as a current CERTIFICATE OF INSURANCE pursuant to the Information for Bidders, each of which must be acceptable to the City, within TEN (10) working days from the date of this Notice as outlined in your bid documents ;
3. There be no claims, suits or appeals arising out of the bidding process which in the City's judgment invalidate the award of the contract to you;
4. You continue to demonstrate an ability to perform this project in a satisfactory manner.

This Conditional Notice of Award confers no rights upon the above named bidder until a contract is executed by the parties as required by law.

If you fail to furnish said BONDS and INSURANCE within the TEN (10) working days from the date of the Notice, or if any of the other conditions occur, the CITY shall be entitled to consider all your rights arising out of the CITY'S acceptance of your Proposal as abandoned. The CITY will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Conditional Notice of Award to the CITY.

Dated this _____, day of _____, 20__.

By _____
TITLE: _____

Receipt of the above Notice of Award is hereby acknowledged by

By _____
TITLE: _____



CONSTRUCTION AGREEMENT

2013 ROAD RECONSTRUCTION PROJECT

PART 1. GENERAL

Date: This Contract made this ____ day of _____, 2013

1.1 Contractor

Name: Geneva Rock Products, Inc.

Address: 302 W. 5400 S., Ste #201, Murray, Utah 84107,
which is a corporation organized in the State of Utah.

Telephone: 801-281-7900

Contractor's Representative: Mike Westbroek

Utah License number: 239696-5501

1.2 Owner (herein called "Owner" or "City")

Draper City Corporation, a municipal corporation of the State of Utah. The Draper Engineering Division is located at 1020 East Pioneer Road, Draper, Utah 84020

Telephone: (801) 576-6536

Fax: (801) 576-6388

1.3 Project. This project shall be known as the **2013 ROAD RECONSTRUCTION PROJECT** which consists of asphalt removal and replacement and other related work on streets, more specifically described in the Contract Documents, herein called the "Project."

1.4 Engineer means the City's representative and agent for this Construction Contract, or any other person designated to the Contractor in writing by the City Engineer.

1.5 Construction Contract. The construction contract shall consist of the following documents: this Construction Agreement, General Conditions for Municipal Construction Projects, Section GC (General Conditions), the Advertisement for Bid, the Information for Bidders, the General Project Requirements and Specifications provided by City, the Bid of the Contractor, Bid Bond, Drawings, Notice of Award and Notice to Proceed, City's Standard Specifications and Details for Municipal Construction, Change Orders or Supplemental Agreements, including the Bid Forms, Addenda to the Drawings and/or Specifications, Special Provisions, Specifications and Standard Plans, collectively referred to as the Contract Documents, all of which are incorporated herein by reference. In the case of conflict in the Contract Documents, the documents shall govern in the order set out in General Conditions.

1.6 DEFINITIONS. The definitions of words set out in the General Conditions for



Municipal Construction (sometimes herein called the "General Conditions") shall apply throughout this Agreement unless the context clearly indicates otherwise.

1.7 **INSURANCE.** The Contractor shall acquire and maintain during the term of the Contract insurance in the amount specified in **EXHIBIT A** attached hereto. Coverage shall be maintained for one year after the Project Acceptance for Maintenance Date.

1.8 **LIABILITY.** The Contractor shall save, keep and hold harmless the City, its officers, agents, employees and volunteers from all damages, costs or expenses in law or equity, including attorneys fees, that may at any time arise or be set up because of damages to property, bodily injury or personal injury received by reason of or in the course of performing Work which may be occasioned by any willful, negligent or wrongful acts or omissions of the Contractor, any of the Contractor's employees or any subcontractor. The City will not be held liable for any accident, loss or damage to the Work prior to its completion and acceptance.

1.9 **NO DAMAGE CLAUSE.** The Contractor herewith specifically waives claims against the City for damages for any hindrance or delay not caused by the fault of the City. Contractor will, in lieu thereof, be granted extensions of time for delays not the fault of the Contractor, his suppliers, subcontractors, or sub-subcontractors. The Contractor shall not make any claim for damages against the City for any hindrance or delay for claims made until after the City has been notified of the claim and has had 24 hours to respond.

1.10 **STATUS VERIFICATION.** As required by Section 63G-11-103, Utah Code Annotated (1953 as amended), Contractor certifies it has registered and participates in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the state.

1.11 **PERFORMANCE AND PAYMENT BONDS.** Contractor shall furnish to the City a payment and performance bond satisfactory to the City guaranteeing Contractor's payment and performance, in the amount, for each separately, of 100% of the contract Amount according to the terms of this Agreement. All materials, equipment, parts and labor and any necessary corrections to the Project shall be guaranteed for a period of one year following the date of Project Acceptance for Maintenance, which guarantee shall be covered by the terms of the performance bond.

PART 2. SCOPE OF WORK

2.1 Generally.

A. Contractor shall furnish all labor, materials, equipment, bonds, insurance, permits, fees, and all other charges, expenses or assessments of whatever kind or character to complete the Project, consisting of the work described in the Contract Documents.



B. Work shall conform in all ways to the most recent edition of the Draper City Standard Specifications and Details for Municipal Construction, along with all existing ordinances.

2.2 Subcontractors. No part of this contract shall be subcontracted by the Contractor without approval by the Engineer. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by Contractor. The Contractor shall not award work to any Subcontractor in excess of fifty percent (50%) of the contract price, without prior written approval of the City.

2.3 City's Right to Order Changes in the Work. Notwithstanding other provisions of this Agreement, the City may, upon written notice to the Contractor, order changes in the work, provided that doing so does not alter the scope of the contract work. If the Contractor believes that any such change cannot be performed within the time allowed for the Project, or for that phase of the Project, or that such a change does alter the scope of the contract work, or that Contractor cannot perform the change except at additional cost, then it shall promptly so notify the Engineer in writing.

2.4 City's Unilateral Suspension of Work. Notwithstanding other provisions of this Agreement, the City may, upon written notice to the Contractor, order suspension of the Work for any reason, pursuant to Section 63-56-40(1)(c), Utah Code Annotated, upon written notice to the Contractor.

2.5 Differing Site Conditions. Information provided about the Project construction site is provided by the City or its agents as a convenience to the Contractor and its subcontractors. The Contractor should verify all such information independently unless the parties specifically agree in writing otherwise. In the event that the Contractor encounters site conditions which would have been reasonably foreseeable from a visit to the Project site, and from a review of the materials provided to the Contractor by the City prior to the Contractor's bid submission, then the Contractor shall be responsible for all additional Work, costs and expenses associated with those differing site conditions. If, on the other hand, the Contractor encounters site conditions which would not have been reasonably foreseeable from a visit to the Project site, and from a review of the materials provided to the Contractor by the City prior to the Contractor's bid submission, then the Contractor shall be paid for the reasonable costs and expenses of the Work resulting from the differing site conditions as provided in Section 6.02 of the General Conditions.

PART 3. MONEY AND TIME

3.1 CONTRACT PRICE

A. The Contract Price includes the cost of the Work specified in the Contract Documents, plus the cost of all bonds, insurance, permits, fees, and all charges,



expenses or assessments of whatever kind or character.

B. The schedule of prices awarded from the bid schedule are as follows:

Schedule A – Traverse Ridge Road	\$170,684.50
Schedule B – 13065 South	\$121,750.00

TOTAL CONTRACT PRICE	<u>\$292,434.50</u>
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3.2. **Contract Time, Changes in Contract Time.** The work on this Project shall commence within ten days of receipt of the Notice to Proceed and shall be completed within 30 calendar days, which the parties agree is a reasonable time for completion of the work. Work stoppage due to inclement weather conditions and other factors must be approved by the Engineer. The Contractor shall promptly notify the Engineer of a claim of delay due to inclement weather. Notwithstanding other provisions of this Agreement, the City may, upon written notice to the Contractor, change the time of performance of the Agreement, provided that doing so does not alter the scope of the contract work. If the Contractor believes that any such change cannot be performed except at additional cost or without the extension of time of performance of the contract, or an extension of time for that phase of the contract, then it shall promptly so notify the Engineer in writing. **TIME IS OF THE ESSENCE OF THIS AGREEMENT**

3.3 Punch List Time

A. Pursuant to Section 5.04 of the General Conditions, the Work will be complete and ready for final payment within 30 days after the date Contractor receives Engineer's Final Inspection Punch List unless exemptions of specific items are granted by Engineer in writing or an exception has been specified in the Contract Documents.

B. Permitting the Contractor to continue and finish the Work or any part of the Work after the time fixed for its completion, or after the date to which the time for completion may have been extended, whether or not a new completion date is established, shall in no way operate as a waiver on the part of the Owner of any of Owner's rights under this Agreement.

3.4 LIQUIDATED DAMAGES.

A. **Late Completion: Time is of the essence of the Contract Documents.** Contractor agrees that Owner will suffer damage or financial loss if the Work is not completed on time or within any time extensions allowed in accordance with Section 5.06 of the General Conditions. Contractor and Owner agree that proof of the exact amount of any such damage or loss is difficult to determine. Accordingly, instead of requiring any such proof of damage or specific financial loss for late completion, Contractor agrees to pay the following sums to the Owner as liquidated damages and not as a penalty.



1. **Late Contract Time Completion:** One Thousand Dollars (\$1,000) for each day or part thereof that expires after the Contract Time until the Work is accepted as substantially complete as provided in Section 5.03 of the General Conditions, which the parties believe is a fair estimate of the loss the City will suffer due to the difficulty of actually assessing the damages the City will suffer in the event of such a delay, and which the parties agree is not a penalty.

2. **Late Punch List Time Completion:** One Thousand Dollars (\$1,000) for each day or part thereof if the Work remains incomplete after thirty (30) days following the time the punch list is delivered to the Contractor, provided that no such damages shall be collected until after the Contract Completion Date. The parties agree that this is not a penalty. The Punch List shall be considered delivered on the date it is transmitted by facsimile, hand delivery or received by the Contractor by certified mail.

B. Work Sequence Completion: Time is of the essence of sequenced work. If a work sequence is specified, then for each day or part thereof that exceeds the specified time and until Engineer determines such work sequence is Substantially Complete, the Contractor agrees to pay the following sums per day to the OWNER as liquidated damages and not as a penalty.

C. Survey Monuments: No land survey monument shall be disturbed or moved until Engineer has been properly notified and the Engineer's surveyor has referenced the survey monument for resetting. The parties agree that upon such an unauthorized disturbance it is difficult to determine the damages from such a disturbance, and the parties agree that Contractor will pay as liquidated damages the sum of \$1,000 to cover such damage and expense. Only the Engineer's licensed surveyor shall reset the monument, and at the Contractor's sole cost.

D. Interruption of Public Services: No interruption of public utility services or damage to public service facilities, defined herein as an interruption to City potable water supply, street lighting, storm water or irrigation systems, herein called Public Service Facilities, shall be caused by Contractor, its agents or employees, without the Engineer's prior approval. Owner and Contractor agree that in the event Owner suffers damages from such interruption, the amount of liquidated damages stipulated above shall not be deemed to be a limitation upon Owner's right to recover the full amount of such damages. Contractor shall immediately notify the owner of the public utility if Contractor, or any subcontractor or other agent or employee of Contractor interrupts or damages Public Service Facilities. In addition, the Contractor shall immediately notify the Engineer of any such interruption, and in the case of an interruption to Public Service Facilities or services, the Contractor shall immediately notify the Public Works Department by the fastest means possible. The Public Works Departments telephone number is 576-6517; the City's emergency dispatch number is 831-4000. The City ENGINEERING or Public Utilities Departments may sometimes also be reached by dialing 911. Contractor shall pay within 30 days of receiving a written statement for any charges for repairs or damages arising out of the damage to or interruption of Public Service Utilities or services.



E. **Deduct Damages from Monies Owed Contractor:** Owner shall be entitled to deduct and retain liquidated damages out of any money which may be due or become due the Contractor. To the extent that the liquidated damages exceed any amounts that would otherwise be due the Contractor, the Contractor shall be liable for such amounts and shall return such excess to the Owner.

3.5 PAYMENT PROCEDURES

A. **Progress Payments.** Contractor shall submit applications for payment, but not more often than once every 30 days. Payment shall not become due or payable for any contract item not provided or installed by Contractor according to the Contract Documents, unless otherwise approved by the Engineer. At no time shall the aggregate amount of money paid to the Contractor in proportion to the Contract Amount be greater than the proportion of the work performed at that point to the total Project work.

1. **Withholding Payment.** Owner reserves the right to withhold payment from Contractor for non-compliance with any provision of the Contract Documents.

B. **Final Payment.**

1. **Submittal.** Final payment shall not be made until the Contractor has delivered and Engineer has accepted the following submittals:

- a. A written request for final payment, signed by the Contractor's Representative,
- b. An affidavit from the Contractor's Representative, and reasonable evidence that all payments due and owing to subcontractors, laborers, suppliers of equipment and Materials, and all other outstanding indebtedness of the Contractor related to the Project have been fully paid, discharged, or waived by the person owed the money;
- c. All Project Material inspection and testing reports,
- d. Evidence that the performance bond has been extended for the one year warranty period; and
- e. Waiver of Lien, Full and Final Release form.

2. **Evidence of Payment.** The Engineer may, at his sole option, accept evidence by the Contractor that arrangements have been made for such payments based thereon.

3. **Payment to Subcontractors, Suppliers.** If the City reasonably believes that Contractor has failed to pay Subcontractors, suppliers of Materials, or laborers for work on the Project within a reasonable time of when payment is due, then City may, at its discretion, either pay unpaid bills and withhold from the Contractor's payment, or make a claim against any bond for this Project in the amount of the Engineer's estimate of the amount of money he deems sufficient to pay any such lawful claim. The City



shall notify the Contractor of any such payment.

4. **Price Adjustments:** City may, in its discretion, make partial payment to the Contractor for certain non-conforming work in advance of any negotiated settlement reached between the Contractor and the City, provided the Contractor requests in writing that this be done, and the Engineer approves it. Contractor agrees that any such payments made by the City are "payments in advance" and that any money which becomes due when the final settlement is negotiated will not constitute payments "withheld" or "retained" under State law.

5. **City Released From Claims:** The payment and acceptance of the final Contract Price due and the adjustment and payment for any Work done in accordance with any alterations of the same, shall release the City from any and all claims of Contractor on account of Work performed under the Contract Documents or any Change Order thereof, except for those claims specifically agreed to as reserved and unresolved by the City.

3.6 **Extra Work.** No money will be paid to the Contractor for any additions, deletions or revisions in the Work as stipulated in the General Conditions, unless a contract for such has been made in writing and executed by the City and Contractor.

3.7 **Bond Releases.** In addition to those remedies allowed the City under Subsection 3.5(B)(3) above, the City may withhold release of a reasonable amount of the payment bond sufficient to cover any outstanding indebtedness or monies owed or claimed by any person who supplied work or materials to the Project, or any uncorrected substandard work, until Contractor supplies a release of the City satisfactory to it signed by all persons who have supplied labor or materials to the Project. The Contractor shall supply to the Engineer within a reasonable time after his request a signed statement verifying all the suppliers, subcontractors and other persons who have supplied labor or materials to the Project.

3.8 **Change Orders.** Any change order which increases the total contract amount must be approved by a written certification by the ENGINEER.

PART 4. DEFAULT

4.1 **DEFAULT EVENTS.** Upon the occurrence of one or more of the following events:

(A) Breach. If Contractor or any Subcontractor should substantially violate any of the provisions of this contract;

(B) Substantial Failure to Perform. If Contractor substantially fails to perform any part of this Agreement; (C) Repeated Failure or Inability to Perform. If Contractor repeatedly fails or becomes unable to perform the services under this Agreement as required herein, or substantially fails to provide services under this Agreement for a period of 72 hours;



(D) Insolvency, Inability to Pay Debts, Bankruptcy. If Contractor (i) shall become insolvent in a bankruptcy sense; (ii) shall be generally not paying its debts as they become due, or within a reasonable time thereafter; (iii) shall suffer, voluntarily or involuntarily, the entry of an order by any court or governmental authority authorizing the appointment of or appointing of a custodian (as that term is defined in 11 U.S.C. §101[10]), receiver, trustee, or other officer with similar powers with respect to it or any portion of its property which remains undismissed for a period of 90 days; (iv) shall suffer, voluntarily or involuntarily, with or without judicial or governmental authorization, any such custodian, receiver, trustee, or other officer with similar powers to take possession of any part of its property which third party remains in possession for an excess of 90 days; (v) shall suffer, voluntarily or involuntarily, the filing of a petition respecting an assignment for the benefit of creditors which is not dismissed for a period of 90 days; (vi) shall be dissolved; (vii) shall become the subject of any proceeding, suit, or action at law or in equity under or relating to any bankruptcy, reorganization or arrangement of debt, insolvency, readjustment of debt, receivership, liquidation, or dissolution law or statute or amendments thereto to be commenced by or against it or against any of its property which remains undismissed for a period of 90 days; (viii) shall voluntarily suspend substantially all of its business operations; (ix) shall be merged with, acquired by, or otherwise absorbed by any individual, corporation, or other business entity or organization of any kind except for any individual corporation or other business entity or organization which is controlled by, controlling, or under common control with the Contractor; or (x) shall take action for the purpose of any of the foregoing,

Then the City may, after serving ten days' written notice (or such time set out in the notice in the City's reasonable discretion) on the Contractor and its surety of the City's intention to terminate the services of Contractor, and if within such notice period after serving such notice, the violation is not corrected to City's reasonable satisfaction, may take over the work and prosecute it to completion by contract or by any other method it may deem advisable. The Contractor and the bonding company shall be liable to the City for any reasonable cost occasioned by the City in excess of the amount agreed for such work as provided in this Agreement.

4.2 **HEARING.** The Contractor shall be entitled to a hearing before the City's department head responsible for the Project, or his or her designee(s) upon the issue of termination if it submits a written request therefor within seven (7) days of the service of the notice of the City's intent to terminate. The Contractor shall be entitled to be heard at such hearing on the issue of termination. The Contractor shall not bring an action against the City, its officers, agents or employees arising out of or relating to the termination of this Agreement before the decision is issued by the City's hearing officer(s).

4.3 **WAIVER.** Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of any provision of this Agreement shall not be construed



to be a modification of the terms of this Agreement, unless stated to be such in writing, signed by the City's authorized representative.

4.4 **CONTINUE PERFORMANCE.** The Contractor shall continue the performance of this agreement to the extent not terminated under the provisions of this Part.

4.5 **REMEDIES NOT EXCLUSIVE.** The rights and remedies of the City provided in this part shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

PART 5. MISCELLANEOUS COVENANTS

5.1 ASSIGNMENT NOT BINDING WITHOUT WRITTEN CONSENT

A. City and Contractor agree no assignment of any right or interest in the Contract Documents will be made without the written consent of the City and the Contractor. No assignment will release or discharge the City or the Contractor from any duty or responsibility under the Contract Documents unless specifically authorized in writing.

B. Contractor shall make no assignment of money that is due without the City's written consent (except to the extent that the effect of this restriction may be limited by law or regulation).

5.2 **BINDING TERMS.** City and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

5.3 **CONTROLLING LAW.** This Agreement shall be construed in accordance with and enforced under the laws of the State of Utah.

5.4 **ASSIGNMENT.** The Contractor shall not assign nor transfer any interest in this agreement without the prior written consent of the City, provided however, that claims for compensation due or to become due the Contractor from the City under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment shall be promptly furnished to City.

5.5 **UNENFORCEABLE CONTRACT, WAIVERS.** In the event that any provision of this contract shall be ruled invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same provision by the other party.



5.6 **ENTIRE AGREEMENT.** This contract represents the entire integrated agreement between City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written modification signed by the parties.

5.7 **WORKING HOURS.** All work performed by the Contractor, its subcontractors, material-men, agents and employees shall be performed during work hours of 7:00 a.m. to 7:00 p.m. Monday through Saturday unless special prior arrangements for other hours have been requested and approved in writing by the Engineer. Contractor shall minimize noise disturbance to the surrounding neighborhood by maintaining efficient noise attenuation devices on all noise generating equipment as determined by the Engineer and Draper City Council.

5.8 **THIRD PARTY RIGHTS.** Nothing herein is intended to confer rights of any kind in any third party.

5.9 **PARTIES' REPRESENTATIVES.** For purposes of notice required or desired by the parties, or communication involving the services under this Agreement, such notice or communication shall be deemed to have been given when personally delivered or mailed, or sent by facsimile transmission, certified mail, postage pre-paid, to the parties at the following addresses:

Contractor: Contractor's Representative designed at the top of this document, or such other person designated in writing by the Contractor's chief administrative officer, at the Contractor's address set out first above;

Draper City: Engineer, at the address set out first above for the City, or when given to such other person as either of the above representatives shall designate in writing. The designation of any address may be changed by notice given in the same manner as provided in this paragraph.

5.10 **SEVERABILITY.** Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid. If any provision of this Agreement is held invalid or unenforceable with respect to particular circumstances, such provision shall nevertheless remain in full force and effect in all other circumstances.

5.11 **INTERPRETATION.** The parties hereto acknowledge that the Agreement has been prepared after extensive negotiations and the opportunity for each party to review the Agreement with and obtain advice from their respective legal counsel. In construing



the Agreement or any Addendum to it, the fact that one party or the other may have drafted its various provisions shall not affect the interpretation of such provisions.

5.12 CITY'S GENERAL RIGHT TO TERMINATE. Pursuant to subsection 63-56-40(4)(d), Utah Code Annotated, the City may terminate this Agreement for any reason for its own convenience upon notice to the Contractor, provided that the City shall pay Contractor for Work performed by the Contractor, its subcontractors, and materials supplied according to the Contract Documents. The City shall not owe the Contractor, its subcontractors or sub-subcontractors, any of their officers, employees, or suppliers damages for early termination other than as provided in this paragraph.

5.13 COMMUNICATIONS, MEETINGS. Contractor's representative shall promptly and fully respond to communications from the City Representative about the Project work, and shall meet with the City Representative about the Project as often at such times as the City Representative shall request.

IN WITNESS WHEREOF, the parties have entered into this agreement on the day and year set out at the top of this Agreement.

DRAPER CITY

Mayor Darrell Smith

ATTEST:

Tracy Norr, City Recorder

CONTRACTOR

Type or print: _____

Title: _____

ATTEST: (if corporation)

Title: _____



EXHIBIT A
INSURANCE REQUIREMENTS



INSURANCE REQUIREMENTS FOR
PARTIES CONTRACTING WITH DRAPER CITY

PROJECT: **2013 ROAD RECONSTRUCTION PROJECT**

DATE: June 17, 2013

Contracting party shall procure and maintain for the duration of the contract insurance against any claims which may arise from or in connection with the performance of the work hereunder by the contracting party, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contracting party's bid.

A. MINIMUM LIMITS OF INSURANCE

Contracting party shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence, \$2,000,000 aggregate, for bodily injury, personal injury and property damage. Broad Form Commercial General Liability is required.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. "Any Auto" coverage is required.
3. Workers' Compensation and Employer's Liability: (1) Workers' compensation limits as required by the Labor Code of the State of Utah and (2) Employer's Liability limits of \$ 500,000 per accident.



[Return to Agenda](#)

CONSENT

ITEM #D

Draper

Date: July 10, 2013

***Subject to Change**

Adventure Four Square Church 352 W 12300 S

Poll Manager	Kathleen	Crossley	9246 S New Heritage Dr	West Jordan	(801)280-2689	kitkatcross@hotmail.com
Provisional Judge	Cindy	Hatch	13024 S Redberry Rd	Draper	(801)571-9221	cindylouhatch@gmail.com
Technician	Paula	Lund	12934 S Green Clover Rd	Draper	(801)572-5718	shasta571@msn.com

Draper City Hall 1020 E Pioneer Rd (12450 S)

Poll Manager	Cheryl	Wheeler	12118 S Aiden Ridge Dr	Draper	(801)783-0237	CSTROUD@SLCO.ORG
Provisional Judge	Troy	Donehey	292 W Galena Park Blvd Apt 2	Draper	(801)889-9710	troy_donehey@yahoo.com
Technician	Debra	Rosemann	323 E Willow Springs Ln	Draper	(801)572-9760	ROSEMANN1@COMCAST.NET

Draper Crescent Senior Center 1148 E Pioneer Rd

Poll Manager	Susan	Biggs	11091 S Hedgelawn Way	Sandy	(801)572-1651	gsbiggs@netzero.net
Provisional Judge	Fred	Allen	12004 S Blue Heron Dr	Draper	(801)571-8059	rial.allen@gmail.com
Technician	Christopher	Romero	12668 S Somerdowns Ct	Draper	(801)856-1135	ROMECHRIS@GMAIL.COM

Draper Elementary 1080 E 12660 S

Poll Manager	Eugene	Call	372 E Dairy Ln	Draper	(801)571-4556	genecall2@gmail.com
Provisional Judge	Joyce	Stevens	13558 S Ivy Manor Ln	Draper	(801)523-0596	cccjsmom@earthlink.net
Technician	Thurman	Thorpe	13693 S Hackamore Dr	Draper	801-649-7637	tysonthorpe@hotmail.com

Draper Library 1136 E Pioneer Rd (12400 S)

Poll Manager	Wanda	White	1456 E Forge Way	Draper	(801)576-9978	white631@q.com
Provisional Judge	Elisabeth Ann	Smith	12287 S 1565 E	Draper	(801)571-1186	beth1186@hotmail.com
Technician	Marcia	Dowland	12747 S Southwillow Dr	Draper	(801)571-5345	marcia_dowland@msn.com

Draper South Mountain LDS 272 E Traverse Point Dr (14655 S)

Poll Manager	Keri	Rugg	448 E Brewster Dr	Draper	(801)619-8737	jkrugg95@hotmail.com
Provisional Judge	Roberto	Castro	14101 S Stone Canyon Dr	Draper	801-953-3675	castro.ava@gmail.com
Technician	Lowell	Baum	389 E Haven Crest Rd	Draper	(801)553-0849	lowellbaum@comcast.net

Hidden Valley Presbyterian Church 12883 S 1300 E

Poll Manager	Donald	Peterson	803 E Rocky Mouth Ln	Draper	(801)571-1831	drp4000@comcast.net
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Provisional Judge	Margaret Peterson	803 E Rocky Mouth Ln	Draper	(801)571-1831	drp4000@comcast.net
Technician	Alva Enniss	12976 S 1300 E	Draper	(801)571-7045	ADONNISS@MSN.COM

Oak Hollow Elementary 884 E 14400 S

Poll Manager	Michelle Inkley	468 E Coalville Way	Draper	(801)816-1672	michelleinkley@hotmail.com
Provisional Judge	Sharyn Riley	1633 E High Oaks Ln	Draper	(801)571-1142	sharynriley@hotmail.com
Technician	Ruth Gilliland	14390 S Lapis Dr	Draper	(801)495-9644	gillfam6@msn.com

Outlets at Draper Towne 12101 Factory Outlet Dr (100 E)

Poll Manager	Connie Mason	2276 W Hobbs Dr	South Jordan	(801)302-8402	connie_mason77@hotmail.com
Provisional Judge	David Read	13651 S Hackamore Dr	Draper	801-571-3850	dadread@comcast.net
Technician	Misti Gonzales	11569 S Sugar Berry Rd	Draper	(801)641-1557	mistigonz@yahoo.com

Suncrest Info Center 2016 E Village Green Cir (1483)

Poll Manager	Sarah Davidson	11251 S State St Apt E108	Sandy	(801)664-5017	sarahxdavidson@gmail.com
Provisional Judge	Jaisica Van Zant	Po Box 894	Draper	(801)815-6538	jav84117@live.com
Technician	Joshua Phillips	252 E Steep Mountain Dr	Draper	385-226-2232	joshie.cole@gmail.com

[Return to Agenda](#)

CONSENT

ITEM #E

REQUEST FOR COUNCIL ACTION

To:	<u>Mayor & City Council</u>
From:	<u>Brad Jensen, Engineering</u>
Date:	<u>July 11, 2013</u>
Subject:	RESOLUTION 13-40, AUTHORIZING THE CITY ENGINEER TO SUBMIT AN APPLICATION WITH THE NATIONAL PARK SERVICE'S RIVERS, TRAILS, AND CONSERVATION ASSISTANCE PROGRAM FOR MASTER PLANNING ASSISTANCE FOR OPEN SPACE LAND IN SUNCREST
Applicant Presentation:	<u>N/A</u>
Staff Presentation:	<u>Glade Robbins, Public Works Director</u>
RECOMMENDATION: Approve Resolution 13-40, and authorize the mayor to sign the resolution.	
BACKGROUND AND FINDINGS: The RTCA program provides staff assistance on projects which assess resources, develops concept plans, provides public participation, and identifies potential sources of funding. The assistance that Draper City will request from the RTCA program is as follows: <ul style="list-style-type: none">• Assist in the development of a management plan for the trails and open space which addresses construction and maintenance standards, priorities with recommended action and schedule, required staffing and resources, contracts, volunteer sources and management, proposed developments, and help identify strategies to protect the open space in Suncrest from future destruction.• Assist in the development of a master plan for open space land in Suncrest, which will address recreation uses, access uses, protection of natural resources, and to help identify potential sources of funding.• Serve as a neutral third party to facilitate the participation of the public, elected officials, and city staff in the development of the Suncrest Open Space Master Plan.	
PREVIOUS LEGISLATIVE ACTION: Approval of Parks, Trails, and Recreation Master Plan Purchase of open space land in Suncrest	
FISCAL IMPACT: Finance Review: _____ No funding required.	
SUPPORTING DOCUMENTS: <ul style="list-style-type: none">• Resolution 13-40	

RESOLUTION NO. 13-40

A RESOLUTION AUTHORIZING THE CITY ENGINEER TO SUBMIT AN APPLICATION WITH THE NATIONAL PARK SERVICE FOR ASSISTANCE FROM THE RIVERS, TRAILS, AND CONSERVATION ASSISTANCE PROGRAM

WHEREAS, the Draper City Council has approved a Parks and Trails Master Plan which outlines specific park and trail needs in the community; and

WHEREAS, the plan identifies several miles of trails and open space in Suncrest; and

WHEREAS, Draper City has recently purchased open space land in Suncrest; and

WHEREAS, Draper City needs assistance on developing a master plan for open space land in Suncrest; and

WHEREAS, Draper City commits to cooperate and provide the resources necessary to implement the project.

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

Section 1. Adoption. The City Council hereby authorizes the City Engineer to submit an application with the National Park Service for assistance from the Rivers, Trails, and Conservation Assistance Program for the development of a master plan for open space land in Suncrest.

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

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

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

DRAPER CITY

By: _____
Mayor

ATTEST: _____
City Recorder

Return to Agenda

CONSENT
ITEM #F

REQUEST FOR COUNCIL ACTION

To:	Mayor Smith & City Council
From:	PW - Engineering
Date:	July 11, 2013
Subject:	Resolution 13-41, Interlocal Cooperation Agreement for Traffic Signal Installation and Maintenance Between Draper City and Salt Lake County
Committee	
Presentation:	
Staff Presentation:	
RECOMMENDATION: Authorize Mayor to Sign the Interlocal Cooperation Agreement for Traffic Signal Installation and Maintenance Between Draper City and Salt Lake County	
BACKGROUND AND FINDINGS: In June of 2008, Draper City and Salt Lake County entered into an interlocal agreement for the maintenance of the traffic signals throughout the city. The Utah State Legislature has appropriated the city money to construct improvements along 11950 South, but the timeline for the project requires traffic signal materials to be on-hand. Salt Lake County has those materials available and can construct the traffic signal within the timeline required. To facilitate this, the current interlocal agreement requires modification to include installation as well as maintenance of traffic signals. The proposed agreement will still have the same provisions as the current agreement, including the termination date.	
PREVIOUS LEGISLATIVE ACTION: Resolution 08-25: Interlocal Cooperation Agreement for Traffic Signal Maintenance January 8, 2013: Update of Exhibit "A" reflecting additional signals constructed within Draper City.	
FISCAL IMPACT: Finance Review: _____ No impact directly through this agreement.	
SUPPORTING DOCUMENTS: <ul style="list-style-type: none">• Resolution 13-41: INTERLOCAL COOPERATION AGREEMENT FOR TRAFFIC SIGNAL INSTALLATION AND MAINTENANCE	

RESOLUTION NO. 13-41

A RESOLUTION APPROVING AND AUTHORIZING AN INTERLOCAL AGREEMENT FOR TRAFFIC SIGNAL INSTALLATION AND MAINTENANCE BY AND BETWEEN DRAPER CITY AND SALT LAKE COUNTY.

WHEREAS, Draper City desires to contract with Salt Lake County for installation and maintenance by County of designated City traffic signals; and

WHEREAS, the parties are public agencies as defined by the Utah Interlocal Cooperation Act, and are authorized by said Act to enter into agreements with each other to provide for joint or cooperative action; to provide services that they are each authorized by statute to provide; and

WHEREAS, the parties intend by said agreement to provide and to exchange services that they are each authorized by statute to perform concerning construction, maintenance and control of streets and roads;

NOW THEREFORE, BE IT RESOLVED by the Draper City Council as follows:

Section 1. Resolution. The Interlocal Agreement for Traffic Signal Installation and Maintenance attached hereto as Exhibit A and by this reference made part hereof, is hereby approved and authorized for signing by the mayor on behalf of Draper City.

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 the Resolution shall be severable.

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

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

ATTEST:

DRAPER CITY

CITY RECORDER

DARRELL SMITH, MAYOR

**INTERLOCAL COOPERATION AGREEMENT
FOR
TRAFFIC SIGNAL INSTALLATION AND MAINTENANCE**

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2013, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah, hereinafter called the "County"; and DRAPER CITY, a municipal corporation under the laws of the State of Utah, hereinafter called the "City."

WITNESSETH:

WHEREAS, the City desires to contract with the County for the installation and maintenance of designated City traffic signals by the County; and

WHEREAS, the parties are public agencies as defined by the Utah Interlocal Cooperation Act, and are authorized by said Act to enter into agreements with each other to provide for joint or cooperative action; to provide services that they are each authorized by statute to provide; and to exchange services that are each authorized by statute to provide; and

WHEREAS, the parties intend by this agreement to provide and to exchange services that they are each authorized by statute to perform under, UTAH CODE ANN. §§ 10-8-11 and 17-50-309; concerning construction, maintenance and control of streets and roads;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the parties agree as follows:

1. TRAFFIC SIGNAL MAINTENANCE. The County, through its Public Works Operations Division, shall be responsible for the yearly inspection and maintenance of the City traffic signals described in Exhibit "A" and will provide the necessary labor, equipment and materials, for said maintenance. Maintenance shall include preventive maintenance described in paragraph 2 and emergency repair and additional maintenance described in paragraph 4. Said maintenance shall be performed to County standards for similar signals on County public roads. A record of maintenance activities shall be kept on file by the County throughout the term of this agreement. At the conclusion of said term, County shall provide a copy of said record to City.

2. PREVENTIVE MAINTENANCE. Preventive maintenance of the traffic signals by the County shall include the following work to be performed once a year:

- a. **Cabinet (per unit):** Replace filter, check ground rod clamp and wire, check circuit breaker, check ground fault receptacle, measure voltages at service inputs in cabinet, check current being drawn, lubricate hinges and lock, check waterproof seal, check anchor bolts, remove dust accumulation, check wiring schematic and records, verify correct signal timing and phasing, check operation of cooling fan, check wiring connections, check operation of all indicator lamps, check for secure fitting modules, check load switches, remove any graffiti, and

remove and replace any defective conflict monitor with one that has been tested for proper operation.

b. **Signal Heads (vehicle and pedestrian per unit):** Clean and check lenses and reflectors, replace lamps, check alignment, check for damaged or rusty mechanical hardware (clevis pins, clamps, etc.), check mast arms at connections, check hoods, and check back plates.

c. **Mast Arms and Poles (per unit):** Inspect for rust and remove and seal as required, inspect joints for both rust and cracks at arm/upright location and base plate, inspect anchor bolts for rust and tightness, inspect horizontal and vertical angle of the arm, and check handhole covers, end caps and top caps.

d. **Push Buttons (per unit):** Check and actuate push buttons on each end of actuated crosswalks and visually verify pedestrian signal operation, check push button signs, check push button alignment, measure crosswalk timing and adjust as necessary to meet current MUTCD standards.

e. **Detection (per approach):**

Generally: Verify call inputs from sensor to controller, verify optimum detector sensitivity level, verify that overlap of detection in adjacent lane is not occurring, check loop location relative to stopbar, and check for tight and secure connectors.

Video detection: Run video diagnostic, upload latest software, clean camera lenses, and inspect hardware for tightness.

f. **Junction Boxes (per unit):** Check integrity of the splices, check ground rod and clamp connections, check for water infiltration, check lid for abnormal condition or fit.

g. **Traffic Signal Coordination:** Services include the development, update, and implementation of traffic signal coordination timing plans, coordination with UDOT on timing plans, blue staking of fiber and fiber maintenance, and annual time runs during peak hours to check coordination.

h. **Blue Stakes:** The parties stipulate and agree that County is a member of Blue Stakes of Utah for traffic signals. County will accept Blue Stakes requests and clear or mark all underground lines related to the traffic signal, except for ATMS fiber optics, which will be left for marking by UDOT. Payment for Blue Staking shall be an hourly rate to be established at County's cost of providing said services. City shall also pay an annual flat fee to County to cover the cost of Blue Stakes Membership and the processing of requests for marking.

i. **Other Components:** To include emergency vehicle detection, tattletale lights. Clean lenses and change bulbs, check alignment, check operation and programming, and download data.

j. **Materials Included:** County to assess problems with traffic signals and notify City of any maintenance required beyond the preventive maintenance performed under this agreement. Materials included in preventive maintenance are agreed upon as: light globes and filters, and cleaning supplies. County shall bill other materials separately.

3. PAYMENT FOR PREVENTIVE MAINTENANCE. The yearly fee for preventive maintenance shall be \$1,200 per signal in operation or under construction on May 1 of each year, per year, for the period of July 1, 2013 through June 30, 2014. On or before May 1 of each year beginning in 2014, the County shall notify the City in writing of any increase in the yearly maintenance fee for the following yearly period beginning July 1, which increase shall not exceed 10 percent above the current year's fee. If the proposed increase in fee is not acceptable to the City, the City shall notify the County in writing by May 20 and the parties shall negotiate an acceptable fee for the following year or terminate the contract pursuant to paragraph 12. The City shall pay twenty-five percent (25%) of the yearly maintenance fee to the County on a quarterly basis. The payment due for the quarter ending March 31 of a given year shall be due and payable April 20 of the same year, the payment due for the quarter ending June 30 of a given year shall be due and payable July 20 of the same year, the payment due for the quarter ending September 30 of a given year shall be due and payable October 30 of the year and the payment due for the quarter ending December 31 of a given year shall be due and payable January 20 of the following year.

4. EMERGENCY REPAIR AND ADDITIONAL MAINTENANCE. Emergency repair and additional maintenance of the traffic signals by the County shall include the following work:

a. The County shall provide 24-hour emergency repair call out services. Crews shall respond to emergency signal problems on a 24-hour basis. They shall assess the problems, i.e., power outage, lightning strike, accident, component failure, etc., and repair or replace the needed components to restore the signal to its original operating condition.

b. The County shall provide inspection services for signal projects constructed by others. The City will provide a minimum 48-hour notice in writing for required inspections by the County.

c. Signal phasing, timing and coordination plans shall be recommended by the County, but the City shall have the ultimate responsibility to approve the plans. Any changes related to signal phasing, timing, or other modification of the signals shall be initialed or approved in writing by the City Engineer or other authorized engineering representative prior to the County implementing the change. Any signal upgrades shall be approved in writing by the City Engineer or

other authorized engineering representative prior to the County implementing the upgrade.

d. The County shall replace malfunctioning, defective or damaged electronic equipment, cabinet components, conflict monitors, loops, signal heads, mast arms, signal poles, pedestrian heads and buttons, junction boxes and handholes as additional maintenance.

5. PAYMENT FOR EMERGENCY REPAIRS AND ADDITIONAL MAINTENANCE. The City shall reimburse the County for the total actual cost of the emergency repair and/or additional maintenance including labor, equipment, materials and indirect costs, if any. The County shall submit monthly invoices to the City for emergency repairs and additional maintenance costs which the City agrees to pay within thirty (30) days after the date the invoice is received. The cost of repairs due to damage from traffic accidents or contractor construction activities will be billed to the City. Case number or contractors' names will be provided, if available.

6. TRAFFIC SIGNAL CONSTRUCTION. The County, through its Public Works Operations Division, shall be responsible for the construction of new traffic signals at the direction of the City and will provide the necessary labor, equipment and materials, for said construction. Said construction shall be performed to County standards for similar signals on County public roads.

7. PAYMENT FOR TRAFFIC SIGNAL CONSTRUCTION. The City shall reimburse the County for the total actual cost of the construction including labor, equipment, materials and indirect costs, if any. The County shall submit one invoice to the City upon completion of the traffic signal construction which the City agrees to pay within thirty (30) days after the date the invoice is received.

8. REQUEST FOR MAINTENANCE WORK. Written requests for signal maintenance work, construction, changes or upgrades shall be submitted to the County Public Works Operations Division Director by the City Engineer or other representative designated by the City. Requests for emergency repairs may be made to the County Public Works Operations Division. The County shall respond to any such requests in a timely manner.

9. TRAFFIC SIGNALS TO BE MAINTAINED. The traffic signals to be maintained by the County pursuant to the terms of this agreement are set forth in Exhibit "A."

10. ADDITIONAL TRAFFIC SIGNALS. Additional traffic signals may be added to Exhibit "A" of this contract by written request from the City to the County Public Works Operations Division Director, which request is subject to acceptance in writing by the County Public Works Operations Division Director. Any new signals constructed or acquired by the City by, e.g., acceptance from UDOT or annexation, will be added to Exhibit "A" automatically.

11. INDEMNIFICATION. The City and County are governmental entities under the Utah Governmental Immunity Act. Consistent with the terms of the Act, and as provided

therein, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officials or employees. Neither party waives any defenses otherwise available under the Act nor does any party waive any limits of liability currently provided by the Act. The parties agree to indemnify each other and hold each other harmless from any damages or claims for damages occurring to persons or property as a result of the negligence or fault of their own officers, employees or agents involved in the matter pertaining to this agreement. The parties further agree to notify each other of any claims or actions under which one party may have to indemnify the other within thirty (30) days of receiving such claim or action.

12. TERMINATION. The terms of this agreement shall commence upon entry and shall continue until such time as either party may terminate this agreement by giving the other party written notice of termination at least thirty (30) days in advance of the desired termination date. Unless terminated pursuant to the provisions of this paragraph, this agreement shall terminate on December 31, 2016.

13. AGREEMENT TO SUPERSEDE PRIOR MAINTENANCE AGREEMENT PROVISIONS. This agreement shall supersede the provisions in all existing agreements between the parties relating to maintenance by the County of City traffic signals.

14. ENTIRE AGREEMENT. This agreement constitutes the entire agreement between the parties, and no other promises or understandings, express or implied, shall be binding upon the parties. No amendment to this agreement shall be effective unless made in writing and signed by the parties.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have subscribed their names hereon and caused this agreement to be duly executed on the day and year first above written.

SALT LAKE COUNTY

By: _____
Mayor or Designee

Approved as to Form



Deputy District Attorney
Date 7 June 2013

DRAPER CITY

By: _____
Mayor

ATTEST:

City Recorder

Approved as to Form

City Attorney
Date _____

EXHIBIT "A"

DRAPER CITY

300 East 12400 South

11400 South 300 East – Shared 50% with Sandy City

11400 South 400 East – Shared 50% with Sandy City (TRAX Crossing)

11950 South Lone Peak Parkway

12300 South 900 East

12300 South (Draper Parkway) 970 East (TRAX Crossing)

12300 South 1000 East

12300 South 1300 East

12400 South (Pioneer Road) 1130 East

13200 South 100 West

13200 South 1300 East

13490 South 200 West

14600 South (Highland Drive) 240 East (Traverse Ridge Road)

14700 South (Highland Drive) 100 West (Minuteman Drive)

ITEM #5

REQUEST FOR COUNCIL ACTION

To:	Mayor & City Council
From:	Dennis Workman, Planner II
Date:	July 16, 2013
Subject:	Declaration of Surplus Property on 900 East 12200 South
Applicant Presentation:	Leesa Clark-Millerberg
Staff Presentation:	Dennis Workman

RECOMMENDATION:
That the City Council holds a hearing to receive public comment on a proposal from Leesa Clark-Millerberg to have a portion of the public right-of-way on the southwest corner of 900 East 12200 South declared surplus. The property was recently vacated by Ordinance 1049. In addition to declaring the property surplus (by approving Resolution 13-34), the City Council may authorize the sale of the property, subject to approval of a purchase agreement.

BACKGROUND AND FINDINGS:
The Draperville plat created in the late 1800s provided for street widths of 82.5 feet, which is 22.5 feet wider than the current width requirement for a local road (11.25 feet wider on each side). In a memo dated June 3, 2013, Carolyn Prickett with the City Engineering Division stated: "We have reviewed the subject request for the street vacations of an 11.25' wide by 127' long section of 12200 South and 11.25' wide by 148.5' long section of 900 East and recommend approval. The requested street closures are located in the Draperville Plat adjacent to the north and east boundaries of the corner property at 12214 South 900 East. The Draperville Plat dedicated an 82.5' public right of way. The City's standard right of way width for a local road is 60'. Given the absence of need for the extra street widths, we recommend vacating these 11.25' sections of 12200 South and 900 East streets. Any proposed improvement to the property will be addressed with the site plan application." The City Council reviewed the applicant's request to have the subject property vacated, and voted to do so based on the following factors being met, as contained in Utah Code 10-9a-609.5 and DCMC Chapter 17-9:

1. That neither the public interest nor any person will be materially injured by the proposed vacation; and
2. That there is good cause for the vacation.

PREVIOUS LEGISLATIVE ACTION:

- On June 18, 2013, the City Council vacated the subject property as a public use right-of-way.

FISCAL IMPACT: Finance Review: _____

- A simple market analysis and comparable search was done by Keller Williams for the subject property, which came in at roughly \$9.00 per square foot. The developer states that she wishes to counter with a lower price.

SUPPORTING DOCUMENTS:

- Resolution #13-34 with Exhibit A
- Keller Williams Comparable Search

RESOLUTION NO. 13-34

A RESOLUTION OF THE DRAPER CITY COUNCIL DECLARING A PORTION OF THE RIGHT-OF-WAY ON THE SOUTHWEST CORNER OF 900 EAST 12200 SOUTH AS SURPLUS PROPERTY AND AUTHORIZING THE SALE OF THE SAME.

WHEREAS, Draper City owns 82.5 feet of right-of-way located on the southwest corner of 900 East 12200 South in Draper, Salt Lake County, Utah; and

WHEREAS, the standard width for a local road is 60 feet, and the City has no need for the extra 22.5 feet; and

WHEREAS, the applicant needs additional property in order to accommodate the structure she wishes to build; and

WHEREAS, the City Council approved Ordinance 1049, which vacated 11.25 feet of right-of-way adjacent to said parcel, and said ordinance has been recorded at the Salt Lake County Recorder's Office; and

WHEREAS, Draper City Municipal Code, Section 3-3-140 describes the procedures to be followed to surplus city-owned property; and

WHEREAS, the City has complied with Section 3-3-140 to properly authorize the sale of such property, including mailing notice to each owner of property owner within 300 feet and providing reasonable notice of the proposed disposition at least 14 days prior to the hearing; setting the matter for public comment; and receiving public comment; and

WHEREAS, Draper City desires to declare the property as surplus and to authorize its sale to best serve the interests of City residents and produce a fair return.

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

Section 1. Declaration of Surplus Property. The property shown on Exhibit A is no longer needed by the City for a public purpose and can be declared surplus and its sale is authorized.

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

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

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

ATTEST:

DRAPER CITY

City Recorder

By: _____
Mayor Darrell H. Smith

EXHIBIT A

12200 S

11.25' Area of Vacation

127'

12214 S 900 E

148.5'

900 E



**AREA TO BE
DECLARED SURPLUS**



1 inch = 50 feet

QUILTER'S LODGE DECLARATION OF SURPLUS



DRAPER CITY
Date: 5/22/2013

kw | Keller Williams
Salt Lake City
Land Acquisition & Development Specialists

June 24, 2013

Dennis Workman

RE: Market value of vacant land – 900 E 12200 S, Draper, UT 84020

Our team has performed a simple market analysis and comparable search for 3200 sq ft of vacant land zoned for commercial use near the intersection of 900 E and 12200 S in Draper. We were able to find 1 comparable sale occurring in the past 12 months. Because of the lack of sales activity reported, we have also included 3 active comparable listings to help justify our opinion of market value.

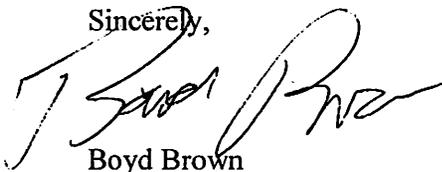
In our opinion, the current rate for commercial vacant land is \$8-\$10 per sq ft. Based on these values, fair market value of 3200 sq ft, would be as follows:

3200 sq ft @ \$8/sq ft = \$25,600
@ \$9/sq ft = **\$28,800**
@ \$10/sq ft = \$32,000

The attached comparables justify these values. The first attached comparable is located on the same intersection as the 3200 sq ft in question – this comp is priced at \$9.56 per sq ft. We believe that this comp is priced fairly and that surrounding properties would be valued similarly.

Please contact us with any questions, or if further research is needed.

Sincerely,



Boyd Brown



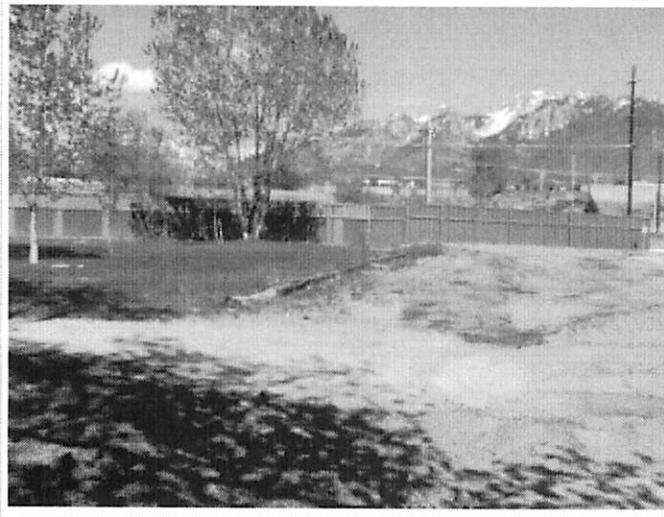
Windermere Real Estate

Jonah Hornsby — (801) 580-4945

Land For Sale

901 E 12200 S - Draper

901 E 12200 S, Draper, UT 84020



Price: **\$100,000**
 Lot Size: **0.24 AC**
 Property Type: **Land**
 Property Sub-type: **Commercial/ Other (land)**

Last Updated 9 days ago
 Listing ID 17909942

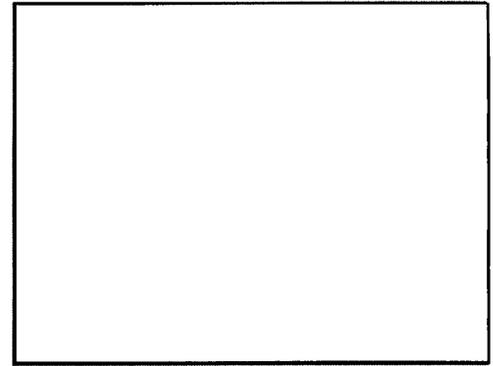
Map of 901 E 12200 S, Draper, UT 84020 (Salt Lake County)



MLS# 1082475

Tour/Open: None
List Price: \$99,000
Lease Price: \$0
CDOM: 800
DOM: 195
CTDOM: 26
Sold Price: \$65,000
Concessions: \$0
Address: 8487 S STATE ST
NS/EW: 8487 S / 100 E
City: Sandy, UT 84070
County: Salt Lake
Plat:
Tax ID: 22-31-351-008
Zoning Code:

Status: Sold
Price Per:
List Date: 03/20/2012
Contract Date: 06/14/2012
Sold Date: 07/10/2012
Sold Terms: Cash
Area: Sandy; Draper; Granite; Wht Cty
LOT #:
Taxes: \$896
HOA Fee: \$0
HOA Remarks:



School Dist: Canyons
Sr High:
Acre FT./Share: |
Wells: |
Culinary Well Health Inspected:
Prop Type: Commercial
Acres: 0.17
Frontage: 0.0
Side: 0.0
Back: 0.0
Irregular: No
Facing: E

Elem:
Priv Schl:
Acre FT./Share: |
Surface: |

Jr High:
Other Schl:
Acre FT./Share: |
Dev. Spring: |

Drv. Access
Water Distance:
Sewer Distance:
Gas Distance:
Usable Electric:
Pressurized Irr.:
Conn. Fees:
Irrigation Co:
Water: Culinary Available
Exterior Feat.:
Irrigation:
Land Use:
Utilities: Gas: Available; Power: Available; Sewer: Available; Sewer: Public
Zoning: Commercial
Possession: RECORDING
Terms: Cash
CCR:
Lot Facts: Fenced: Full; Terrain: Flat
Pre-Market:
Township:
Range:
Section:
Section
Description:
Driving Dir:
Remarks: STATE STREET COMMERCIAL PROPERTY-ZONED CNHSN*GREAT VARIETY OF USES*PLAT MAP AVAILABLE*PRICED TO SELL! HIGH TRAFFIC LOCATION*BUYER TO VERIFY ALL INFO.

Show Inst:

Contact: MAXINE CHESTANG
L/Agent: Maxine A. Chestang
L/Office: Probe Realtors
L/Broker: Paul Gardner
S/Agent: Jay Mirrafie
S/Office: Stonebrook Real Estate
BAC: 3.0%
Comm Type: Gross
Owner:
Contact Type: Agent
Ph: 801-550-7637
Owner Type: Property Owner
Ph 1: 801-550-7637
Ph: 801-272-4215
Ph: 801-558-8900
Ph: 801-278-1010
Ph: 801-278-1111
Ph 2:
Cell:
Fax: 801-278-0138
Cell: 801-558-8900
Fax: 801-278-1010
List Type: ERS
Off Mkt Dt:
Exp Dt: 12/18/2012

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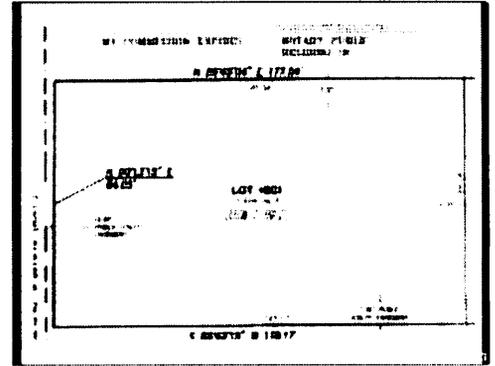
MLS# 1133068

Tour/Open: None
List Price: \$130,000
Lease Price: \$0
CDOM: 664
DOM: 203
Address: 13136 S 150 E
NS/EW: 13136 S / 150 E
City: Draper, UT 84020
County: Salt Lake
Plat:
Tax ID: 28-31-327-002
Zoning Code: COMM

Status: Active
Price Per:
List Date: 12/03/2012

Area: Sandy; Draper;
Granite; Wht City

LOT #:
Taxes: \$1,947
HOA Fee: \$0
HOA Remarks:



School Dist: Canyons
Sr High: Alta
Acre FT./Share: |
Wells: |

Elem: Willow Springs
Priv Schl: Juan Diego Catholic High
Acre FT./Share: |
Surface: |

Jr High: Crescent View
Other Schl:
Acre FT./Share: |
Dev. Spring: |

Culinary Well Health Inspected:

Prop Type: Commercial
Acres: 0.27
Frontage: 84.0
Side: 142.0
Back: 0.0
Irregular: No
Facing: E

Drv. Access

Water Distance:

Sewer Distance:

Gas Distance:

Usable Electric:

Pressurized Irr.:

Conn. Fees:

Irrigation Co:

Water:

Exterior Feat.:

Irrigation:

Land Use:

Utilities: Gas: Available; Power: Available; Sewer: Available

Zoning: Commercial

Possession: Recording

Terms: Cash; Conventional

CCR: No

Lot Facts: Sidewalks; Terrain: Flat; View: Mountain

Pre-Market:

Township:

Range:

Section:

Section

Description:

Driving Dir:

Remarks: Will consider trade for residential building lot or home.

Show Inst:

Contact:
L/Agent: Ryan W Pool
L/Office: RE/MAX Masters
L/Broker: Susie Martindale
BAC: 3%
Comm Type: Gross

Owner:
Contact Type: Agent
Ph: 801-597-5301

Owner Type: Owner/Agent
Ph 1:
Fax:
Ph: 801-453-1166

Ph 2:
Cell: 801-597-5301
Fax: 801-527-2083

Dual/Var: No
Wthdrwn Dt:

List Type: ERS
Off Mkt Dt:

Exp Dt: -

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Return to Agenda

ITEM #6

REQUEST FOR COUNCIL ACTION

To:	Mayor & City Council
From:	Russell Fox
Date:	July 16, 2013
Subject:	Approve Resolution 13-38 expressing the intent of Draper City to adjust its common boundary with Lehi City.
Applicant Presentation:	n/a
Staff Presentation:	Russell Fox, Assistant City manager
RECOMMENDATION: Staff recommends the City Council approve Resolution 13-38 expressing the intent of Draper City to adjust its common boundaries with Lehi, Utah; authorizing a public hearing thereto; providing for notice of said hearing; and providing an effective date.	
BACKGROUND AND FINDINGS: Micron has requested that Draper and Lehi consider adjusting their mutual boundaries to allow all of their property to be developed in Lehi. In addition, Dave Mast owns the "hatchet parcel" which would also need to be included in the boundary adjustment since the adjustment would create an island which is not permitted under the State Code. He has also requested the boundary adjustment. The resolution is the first step in the process and it also outlines the boundary adjustment process, public hearing and noticing process outlined in Section 10-2-419 of the State Code. Lehi City approved the resolution expressing their intent to adjust the boundaries at their July 9, 2013 council meeting.	
PREVIOUS LEGISLATIVE ACTION: None	
FISCAL IMPACT: Finance Review: _____ None	
SUPPORTING DOCUMENTS: <ul style="list-style-type: none">• Exhibit A, property descriptions• Exhibit B, Map• Resolution 13-38	

RESOLUTION NO. 13-38

A RESOLUTION OF THE DRAPER CITY COUNCIL EXPRESSING THE INTENT TO ADJUST ITS COMMON BOUNDARIES WITH LEHI, UTAH; AUTHORIZING A PUBLIC HEARING THERETO; PROVIDING FOR NOTICE OF SAID HEARING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Utah Code §10-2-419 establishes the procedure for adjustment of the common boundaries between adjacent municipalities; and

WHEREAS the City of Draper, Utah shares certain common boundaries with Lehi City, Utah; and

WHEREAS, the City of Draper and Lehi City have determined that it is in the best interest of both municipalities to adjust their common boundary to provide greater efficiency in municipal services and to accommodate the requests of Micron and other adjacent property owners to have their property completely located within Lehi City's boundaries; and

WHEREAS, the City of Draper and Lehi City desire to adjust their municipal boundaries as provided by State law by adding certain parcels to the municipal boundaries of Lehi City; and

WHEREAS, a Boundary Line Adjustment property descriptions that more fully describes the parcels has been prepared, which plat is attached as Exhibit A.

NOW THEREFORE, BE IT RESOLVED BY THE DRAPER CITY COUNCIL THAT:

1. The City Council, in accordance with the terms of Utah Code § 10-2-419, finds that a boundary adjustment to its common boundaries with the City of Lehi is in the best interests of the residents of Draper City. A map showing the location of the proposed adjustment area is attached as Exhibit A to this resolution. The legal description of the parcel of land to be transferred from the municipal jurisdiction of Draper City to the City of Lehi is attached as Exhibit B.
2. This resolution is passed indicating that the City Council desires and intends to adjust the common municipal boundaries with the City of Draper in the locations set forth in Exhibit A.
3. The City staff is directed to publish notice of the proposed boundary adjustment once a week for three successive weeks in a newspaper of general circulation within the City.
4. The notice shall state the date, time, and location of the public hearing, which is August 6, 2013, at approximately 7:00 p.m. at the City Council Chambers at 1020 East Pioneer Road, Draper, Utah.

5. The notice shall state that the City Council will adjust the boundaries unless, at or before the public hearing, written protests to the adjustment are filed by the owners of the private real property that:

- A. Is located within the area proposed for adjustment; and
- B. Covers at least 25% of the private land area within the area proposed for adjustment; and
- C. Is equal in value to at least 15% of the value of all private real property within the area proposed for adjustment.

6. The first publication of the notice shall be within 14 days of the City Council's adoption of this resolution.

7. The provisions of this Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, ON THIS 16th DAY OF JULY, 2013.

ATTEST:

DRAPER CITY

Tracy Norr, MMC
City Recorder

Darrell Smith
Mayor

EXHIBIT A

MICRON TECHNOLOGY, INC.

LEGAL DESCRIPTIONS
FOR
DRAPER/LEHI BOUNDARY LINE ADJUSTMENT

PARCEL 1:

COMMENCING AT A POINT 3015 FEET WEST AND 1170 FEET NORTH FROM THE SOUTHEAST CORNER OF SECTION 21, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 585 FEET; THENCE WEST 375 FEET; THENCE SOUTH 585 FEET; THENCE EAST 375 FEET TO THE POINT OF BEGINNING.

CONTAINING APPROXIMATELY 5.036 ACRES

TAX PARCEL ID. NO. 110150003

PARCEL 3:

A PARCEL OF LAND LOCATED IN UTAH COUNTY, UTAH IN SECTIONS 21, 22, 27 AND 28, OF TOWNSHIP 4 SOUTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED ACCORDING TO THE FOLLOWING COURSES AND DISTANCES, TO WIT:

BEGINNING AT THE SECTION CORNER COMMON TO SECTIONS 21, 22, 27 AND 28, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 89°51'24" WEST 1462.02 FEET ALONG THE SOUTH LINE OF SECTION 21; THENCE SOUTH 00°01'55" EAST 1697.38 FEET; THENCE SOUTH 76°05'04" WEST 1149.30 FEET; THENCE NORTH 07°25'48" WEST 648.21 FEET; THENCE SOUTH 73°37'22" WEST 1501.45 FEET; THENCE NORTH 02°49'01" EAST 378.35 FEET; THENCE NORTH 38°55'22" WEST 622.92 FEET; THENCE SOUTH 51°34'21" WEST 1034.94 FEET; THENCE SOUTH 64°16'59" WEST 35.44 FEET TO THE WEST LINE OF SECTION 28; THENCE NORTH 00°04'20" WEST 1560.11 FEET ALONG SAID WEST LINE OF SECTION 28; THENCE NORTH 01°19'21" WEST 3982.85 FEET ALONG THE WEST LINE OF SECTION 21; THENCE EAST 3540.31 FEET; THENCE SOUTH 715.98 FEET; THENCE EAST 2900.00 FEET; THENCE NORTH 73°57'00" EAST 899.58 FEET; THENCE SOUTH 19°19'47" EAST 3046.64 FEET; THENCE SOUTH 61°41'09" WEST 642.58 FEET; THENCE SOUTH 52°59'59" WEST 571.97 FEET TO A POINT ON THE SOUTH LINE OF SECTION 22; THENCE SOUTH 53°02'15" WEST 696.69 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27; THENCE SOUTH 38°15'13" WEST 646.00 FEET; THENCE SOUTH 77°12'44" WEST 946.52 FEET TO A POINT ON THE WEST LINE OF SECTION 27; THENCE NORTH 00°02'16" WEST 1131.78 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM SAID PARCEL 3 THE FOLLOWING DESCRIBED TWO PARCELS:

BEGINNING AT A POINT LOCATED NORTH 89°51'24" WEST 3765.00 FEET ALONG THE SOUTH LINE OF SECTION 21 FROM THE SECTION CORNER COMMON TO SECTIONS 21,22,27 AND 28, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND

RUNNING THENCE NORTH 00°08'36" EAST 1170.00 FEET; THENCE SOUTH 89°51'24" EAST 375.00 FEET; THENCE SOUTH 00°08'36" WEST 1170.00 FEET TO THE SOUTH LINE OF SAID SECTION 21; THENCE NORTH 89°51'24" WEST 375.00 FEET ALONG SAID SOUTH LINE OF SECTION 21 TO THE POINT OF BEGINNING.

BEGINNING AT A POINT LOCATED NORTH 89°51'24" WEST 3387.07 FEET ALONG THE SOUTH LINE OF SECTION 21 AND NORTH 1170.00 FEET FROM THE SECTION CORNER COMMON TO SECTIONS 21, 22, 27 AND 28, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 89°51'24" EAST 375.00 FEET; THENCE NORTH 00°08'36" EAST 585.00 FEET; THENCE NORTH 89°51'24" WEST 375.00 FEET; THENCE SOUTH 00°08'36" WEST 585.00 FEET TO THE POINT OF BEGINNING.

CONTAINING APPROXIMATELY 795.875 ACRES

TAX PARCEL ID. NO. 110150006

PARCEL 7:

A PARCEL OF LAND LOCATED IN UTAH COUNTY, UTAH, AND BEING MORE PARTICULARLY DESCRIBED ACCORDING TO THE FOLLOWING COURSES AND DISTANCES, TO WIT:

COMENCING AT THE WEST 1/4 CORNER OF SECTION 28, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN; NORTH 0°10'54" EAST 1103.89 FEET; NORTH 64°16'59" EAST 30.02 FEET; NORTH 51°34'21" EAST 1034.94 FEET; SOUTH 38°55'22" EAST 622.92 FEET; SOUTH 2°49'1" WEST 378.35 FEET; NORTH 73°37'22" EAST 1501.45 FEET; SOUTH 7°25'48" EAST 648.21 FEET; SOUTH 76°5'4" WEST 83.07 FEET; SOUTH 0°1'37" EAST 665.58 FEET; NORTH 89°50'30" WEST 2658.12 FEET TO THE POINT OF BEGINNING.

CONTAINING APPROXIMATELY 78.280 ACRES

TAX PARCEL ID. NO. 110290033

ZIONS FIRST NATIONAL BANK PARCEL

BEGINNING AT THE NORTHEAST CORNER OF SECTION 29, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE SOUTH 0° 04' 20" EAST 1333.46 FEET ALONG THE SECTION LINE TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29; THENCE ALONG THE 1/16TH SECTION LINE SOUTH 89° 51' 57" WEST 2653.19 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29; THENCE SOUTH 00° 19' 35" EAST 592.11 FEET (SOUTH 572.88 FEET BY DEED); THENCE NORTH 72° 05' 00" WEST 316.80 FEET; THENCE NORTH 64° 12' 00" WEST 1094.28 FEET; THENCE NORTH 70° 40' 31" WEST 46.14 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29 (SAID POINT ALSO BEING DESCRIBED AS 59.12 CHAINS WEST OF THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29; THENCE NORTH 25° 00' 00" WEST 452.10 FEET;

THENCE NORTH 33° 45' 00" WEST 520.08 FEET; THENCE NORTH 32° 15' 00" WEST 374.88 FEET; THENCE NORTH 01° 39' 16" E 252.91 FEET (NORTH 9° 15' WEST 262.68 FEET BY DEED) TO A POINT WHICH IS DESCRIBED AS 9.90 CHAINS EAST AND 1.14 CHAINS NORTH FROM THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN; THENCE EAST 4649.46 FEET (70.10 CHAINS BY DEED) TO THE APPARENT EAST LINE OF SECTION 20; THENCE SOUTH 01° 19' 02" EAST 69.26 FEET ALONG SAID APPARENT SECTION LINE TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THE FOLLOWING DESCRIBED PARCEL:
BEGINNING AT A POINT EAST 35.106 FEET FROM THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN; THENCE SOUTH 572.88 FEET; THENCE NORTH 72° 05' 00" WEST 99.73 FEET; THENCE NORTH 542.20 FEET; THENCE EAST 94.89 FEET TO THE POINT OF BEGINNING.

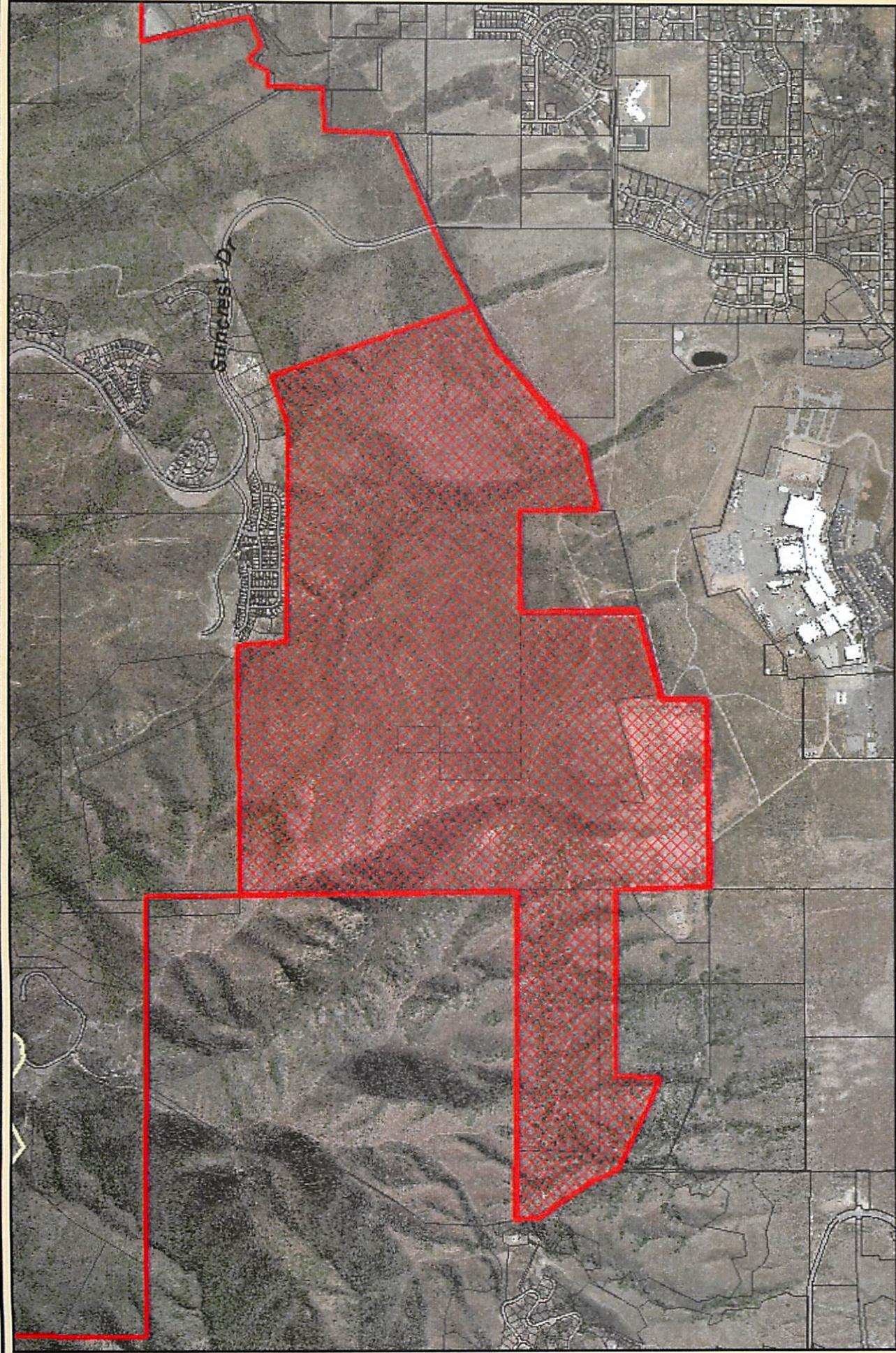
ALSO LESS AND EXCEPTING THE FOLLOWING DESCRIBED AS FOLLOWS:
COMMENCING EAST 35.106 FEET FROM THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN; THENCE EAST 1284.894 FEET; THENCE SOUTH 8.68 CHAINS; THENCE NORTH 72° 05' WEST 4.80 CHAINS; THENCE NORTH 64° 12' WEST 1092.343 FEET TO BEGINNING. LESS THE WEST 1190 FEET.

TAX PARCEL IDS: 110300024 & 110300025

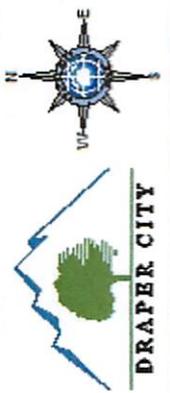
C-LECT INVESTMENTS PROPERTY DESCRIPTION

COMMENCING WEST 3765 FEET FROM THE SOUTHEAST CORNER OF SECTION 21, T4S, R1E, SLB&M.; THENCE NORTH 1170 FEET; THENCE EAST 375 FEET; THENCE SOUTH 1170 FEET; THENCE WEST 375 FEET TO THE POINT OF BEGINNING. AREA 10.072 AC.

TAX PARCEL ID: 110150002



Proposed Boundary Line Adjustment with Lehi



Return to Agenda

ITEM #7

Summary Table

ID No.	Location	Crosswalk Warranted	Crossing Guard Required	RSSZ Warranted
20	300 East and 11400 South	Existing	Yes/optional	No
85	13200 South 1300 East	Existing	Yes/optional	No
91	1300 East Highland Drive	Yes	Yes	Yes
92	13800 South Draper Canal Trail	Yes	Yes	Yes
61	Vestry Road and Rambling Road	Yes	Yes	Yes
62	Vestry Road and Highland Drive	Yes	Yes	Yes
83a	Newport Dawn and Cougar Ridge Road	Yes	Optional	No
83b	Cascade Glen and Cougar Ridge Road	Recommended	Optional	No