



CITY COUNCIL AGENDA

August 17, 2021 at 5:30 PM
1020 E. Pioneer Rd. Draper, UT 84020

5:30 PM STUDY MEETING

- 1. Oath of Office: Draper Youth Council**
Administered by Laura Oscarson, City Recorder
- 2. Presentation: Semi-annual City Deposit and Investment Report**
Presentation of the Semi-annual City Deposit and Investment Report for June 30, 2021. Staff report by Lourdes Ramos.
- 3. Discussion: Internal Accessory Dwelling Units (IADU) - Jennifer Jastremsky and Todd Draper**
- 4. Council/Manager Reports**

7:00 PM BUSINESS MEETING

- 1. Call to Order**
- 2. Thought/Prayer and Pledge of Allegiance**
- 3. Recognition: Mountain Point Medical Center recognizing Draper City Fire Department**
- 4. Public Comments**
To be considerate of everyone attending the meeting, public comments will be restricted to items that are not listed on this or a future agenda and limited to three minutes per person. Comments which cannot be made within these limits should be submitted in writing to the City Recorder prior to noon the day before the meeting. Comments pertaining to an item on the agenda should not be given at this time but should be held until that item is called.
- 5. Consent Items**
 - a. Approval of August 3, 2021, City Council Meeting**

Minutes

b. Approval of Resolution #21-36

Reappointing Ken Murdock to serve as a member of the Draper City Parks, Trails, and Recreation Committee.

c. Approval of Resolution #21-40

Appointing Candi Huff to serve as a member of the Draper Tree Committee.

d. Approval of Resolution #21-43

Appointing Suzanne Quick to serve as a member of the Draper City Parks, Trails, and Recreation Committee.

e. Approval of Resolution #21-44

A resolution of the Draper City Council retiring police canine Judge and authorizing his sale to Officer Robert Barlow for a nominal fee. Staff: Chief John Eining.

6. Action Item: Draper Community Foundation 2021 Agreement

Approval of Agreement #21-175 with the Draper Community Foundation.

7. Adjournment

SALT LAKE COUNTY AND 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 **August 17, 2021**, were posted on the Draper City Electronic Bulletin Board, Draper City website www.draperutah.gov, the Utah Public Notice website at www.utah.gov/pmn, and sent by email to the *Salt Lake Tribune* and the *Deseret News*.

Date Posted: August 12, 2021



Laura Oscarson, CMC, City Recorder
Draper City, State of Utah



In compliance with the Americans with Disabilities Act, any individuals needing special accommodations or services during this meeting shall notify Laura Oscarson,

City Recorder at (801) 576-6502 or laura.oscarson@draperutah.gov, at least 24 hours prior to the meeting.



MEMO

To: City Council Meeting

From:

CC:

Date: August 17, 2021

Re:

ATTACHMENTS:

Description	Upload Date	Type
State Investment Report June 30, 2021	7/30/2021	Cover Memo

Name of Entity Draper City
DEPOSITS AND INVESTMENTS *
as of close of business on
June 30, 2021

*List all checking accounts, savings accounts, certificates of deposit, PTIF accounts, and other investments held as of the reporting date. (ON BANK BALANCES, PLEASE LIST \$ AMOUNT OFF BANK STATEMENT). !! Please read instruction sheet for more help.!!

Name of Bank or Issuer (i.e. Wells, Zions, GMAC, US Treasury, etc.)	Type of account or security (i.e. checking, CD, CP, Note, Bond, etc.)	Rate %	Due Date or Maturity Date	Purchase Date	Face amount or dollar amount (Bank Balance)	Held at or S/K Location	Fund that money or investment is assigned to (i.e. General, Endowment, Capital, etc.) <small>Also Bank & Agency</small>
Wells Fargo Bank	Checking	0.00%	N/A	N/A	\$ 885,570.96	WFB	General
Wells Fargo Bank	Checking	0.00%	N/A	N/A	\$ 131,042.90	WFB	General
Morton Advisors	Investment	1.00%	N/A	N/A	\$ 35,324,936.87	Morton Advisors	General
Utah PTIF	Investment	0.37%	N/A	N/A	\$ 56,686,218.55	UPTIF	General
Utah PTIF	Investment	0.37%	N/A	N/A	\$ 14,391,419.06	UPTIF	RDA
US Bank	Bond Reserve 2011	0.00%	N/A	N/A	\$ 128,179.63	US BANK	Water
US Bank	Bond Fund 2011	0.00%	N/A	N/A	\$ 129,558.23	US BANK	Water
US Bank	Bond Fund 2012 C	0.00%	N/A	N/A	\$ 173,996.88	US BANK	General
US Bank	Bond Fund 2014	0.00%	N/A	N/A	\$ 218,505.89	US BANK	General
US Bank	Bond Fund 2015	0.00%	N/A	N/A	\$ 292.86	US BANK	RDA

Prepared by & title Lourdes Ramos - City Treasurer

Return by June 30, 2021 to: Utah Money Management Council
#E315 State Capitol Complex
PO Box 142315
SLC, Utah 84114-2315

TOTAL= \$ 108,069,721.83

**NOTE: Please provide name and/or address change, if applicable.

lourdes.ramos@draperutah.gov Lourdes Ramos, 1020 E Pioneer Road, Draper, Utah



MEMO

To: City Council Meeting

From:

CC:

Date: August 17, 2021

Re:



MEMO

To: City Council Meeting
From: Laura Oscarson
CC: City Council
Date: August 17, 2021
Re:

Comments:

The draft minutes for the August 3, 2021, Draper City Council Meeting are attached for review before approval.

ATTACHMENTS:

Description	Upload Date	Type
CC 8.3 Minutes	8/12/2021	Cover Memo

MINUTES OF THE DRAPER CITY COUNCIL MEETING HELD ON TUESDAY, AUGUST 3, 2021, IN THE DRAPER CITY COUNCIL CHAMBERS, 1020 EAST PIONEER ROAD, DRAPER, UTAH

PRESENT: Mayor Troy K. Walker, and Councilmembers Mike Green (by phone), Fred Lowry, Cal Roberts, and Marsha Vawdrey

EXCUSED: Councilmember T. Lowery

STAFF PRESENT: David Dobbins, City Manager; Mike Barker, City Attorney; Scott Cooley, City Engineer; Kellie Challburg, Chief of Staff; Hazel Dunsmore, Human Resource Director; John Eining, Police Chief; Bret Millburn, Assistant City Manager; Rhett Ogden, Recreation Director; Laura Oscarson, City Recorder; Linda Peterson, Communications Director; Clint Smith, Fire Chief; and Bob Wylie, Finance Director

Study Session

1.0 Discussion: Internal Accessory Dwelling Units (IADU) Options - Jennifer Jastremsky and Todd Draper

- 1.1 Jen Jastremsky, planner, opened this discussion by presenting a tentative timeline of when certain requirements for IADUs could potentially take effect. The staff was still investigating questions concerning the employment impact, as well as the particularities of South Mountain and SunCrest. Ms. Jastremsky presented a draft map depicting the areas of Draper where IADUs would tentatively be allowed.
- 1.2 Councilmember F. Lowry asked what the percentage of the area is including the yellow area. Ms. Jastremsky stated it was 12%. Councilmember F. Lowry clarified that there was room to add more areas to the map.
- 1.3 Councilmember Roberts asked how Ms. Jastremsky would suggest getting to the threshold. Ms. Jastremsky suggested looking at specific neighborhoods and include parameters such as narrow roads to bolster the map. Councilmember Roberts asked if there was a reason not to reach the 25% threshold the State set. Ms. Jastremsky stated she didn't have an answer to that question.
- 1.4 Councilmember F. Lowry had a question about why a specific area was chosen to be on the map. Ms. Jastremsky believed it to be due to street width.

- 1.5 Mayor Walker stated he liked the map idea and felt it met the legislature's criteria. He felt that coming up with criteria was more enforceable.
- 1.6 David Dobbins, City Manager, stated the council would need to decide what the public process was going to be for adopting the map. He felt that a Public Hearing would need to be held so residents could weigh in on the matter.
- 1.7 Councilmember F. Lowry stated he agreed with the Mayor that the city needed to be consistent with the criteria that is set for the city.

2.0 Council/Manager Reports

*** Due to technical difficulties, portions of this discussion were inaudible on the recording.*

- 2.1 Councilmember Roberts mentioned a problem with weeds up in the SunCrest Park neighborhood. Rhett Ogden, Parks and Recreation Director, said he would alert staff to the matter.
- 2.2 Councilmember F. Lowry thanked Scott Cooley, Engineering/Public Works Director for installing a bike lane on 1300 East. He also asked about a pothole. Mr. Cooley asked several clarifying questions about the pothole in question, to which Councilmember F. Lowry said he would send a photo to Mr. Cooley.
- 2.3 Councilmember F. Lowry announced that the Moto Challenge was scheduled for that upcoming Saturday. He expressed appreciation to the Parks and Recreation Department for its assistance in organizing the event. Councilmember F. Lowry stated that the Special Events Arena Committee was fully staffed, and they had held several discussions regarding food trucks. He explained that piggybacking off of established events could help get the ball rolling in having food trucks set up on a more regular basis.

Mayor Walker asked about food trucks at the Crafts event. Kellie Challburg, Chief of Staff, stated that a food truck area was planned from 10 a.m. to 4 p.m. for September 14th. Ms. Challburg mentioned that advertising may get confusing in promoting events and food trucks simultaneously.

Councilmember F. Lowry said he would look for another night at the Arena. Councilmember Vawdrey suggested hanging a banner in the area to help direct traffic.

- 2.4 Fire Chief Clint Smith stated that fire crews returned home the previous day. He stated that the department had since been informed of another new fire

taking place in Montana. He anticipated another request for crews in the near future.

Business Session

1.0 Call to Order: Mayor Troy K. Walker

- 1.1 Mayor Walker called the meeting to order and noted all Councilmembers were present.

2.0 Thought/Prayer and Pledge of Allegiance

- 2.1 Chief Clint Smith offered a prayer. The Pledge of Allegiance was led by Rhett Ogden, Parks and Recreation Director.

3.0 Public Comments

- 3.1 There were no public comments.

4.0 Consent Items

- a. Approval of July 20, 2021, City Council Meeting Minutes
 - b. Approval to surplus city-owned vehicles
 - c. Approval of Agreement #21-159, Assessment in Lieu for Ruby Ballard Subdivision at 13062 South Fort Street.
 - d. Approval of Agreement #21-160, Assessment in Lieu for 700 East Medical Building Site at 12188 South 700 East.
 - e. Approval of Agreement #21-161, Assessment in Lieu for Larkin residence at 1482 Pioneer Road.
 - f. Approval of Agreement #21-162, Assessment in Lieu for Montague residence at 12626 South 1700 East.
 - g. Approval of Agreement #21-163, Assessment in Lieu for Fox Landing Phase 3 at 11710 South 700 West
- 4.1 Councilmember Vawdrey moved to approve the Consent Items. Councilmember Roberts seconded the motion.
- 4.2 A roll call vote was taken with Councilmembers Green, Lowry, Roberts, and Vawdrey, voting in favor. The motion passed unanimously.

5.0 Public Hearing: Ordinance #1498, A request by Draper City for a Text Amendment to Titles 9 and 17 of Draper City Municipal Code in order to amend general regulations pertaining to definitions, permitted use reviews, conditional use permits, site plan reviews, landscaping, addressing, appeals, land use buffers, parking, lot and yard requirements, swimming pools, development standards, and other typographical and de minimis corrections.

5.1 Todd Draper presented two definitions that would be added to the ordinance if approved:

9-3-040

Adversely Affected Party: A person other than a land use applicant who:

- A. Owns real property adjoining the property that is the subject of a land use application or land use decision, or
- B. Will suffer a damage different in kind than, or an injury distinct from, that of the general community as a result of the land use decision.

Primary Entrance: The entry point to a main building designed to receive the public. For commercial, industrial, and multifamily residential buildings the primary entrance is usually located on the street bearing the main building's formal postal address. For single family and two-family dwelling units the primary entrance is located on the street bearing the dwelling's postal address.

Mr. Draper then presented several miscellaneous redlined items as proposed ordinance amendments. Changes pertained to setbacks, parking, the appeals process, drainage, protocols for expired site plans, development standards in residential zones, various site design criteria, and swimming pools.

Ms. Jastremsky explained the City's standards for its minimum/maximum parking code requirements. Mr. Draper noted that the Planning Commission unanimously forwarded a recommendation of approval for the changes as outlined.

5.2 Mayor Walker opened the public hearing. No one came forward, so Mayor Walker closed the public hearing.

5.3 Councilmember F. Lowry moved to approve Ordinance #1498. Councilmember Vawdrey seconded the motion.

- 5.4 A roll call vote was taken with Councilmembers Green, Lowry, Roberts, and Vawdrey, voting in favor. The motion passed unanimously.
- 6.0 Public Hearing: Resolution #21-42, amending the current Fiscal Year 2022 Budget.
- 6.1 Bob Wylie, Finance Director, presented six items to amend from the FY 2022 Budget. Those items were 1) Traverse Ridge Mainline Vault Repair; 2) Diversity and Inclusion Advisory Committee; 3) CivicPlus; 4) Fire Department Logistics Building; 5) Parks and Recreation; 6) Highland Drive 1300 East Signal.
- 6.2 Councilmember Roberts asked about the funding allocation for the Traverse Ridge Mainline Valve Repair. Mr. Dobbins stated that staff determined that the primary issues were in the valves and not the line. The valves were beyond repair and needed to be completely replaced.
- 6.3 Councilmember F. Lowry asked if one more item could be added to the list of budget amendments: to set aside \$50,000 from the General Fund balance for the City's beautification projects. He stated these projects would be identified later. Mr. Wylie stated that the City often has funding available from closed projects; he requested one month to identify beautification funds.
- 6.4 Mayor Walker opened the public hearing. No one came forward, Mayor Walker closed the public hearing.
- 6.5 Councilmember Vawdrey moved to approve Resolution #21-42. Councilmember Roberts seconded the motion.
- 6.6 A roll call vote was taken with Councilmembers Green, Lowry, Roberts, and Vawdrey, voting in favor. The motion passed unanimously.
- 7.0 Adjournment
- 7.1 Councilmember Green moved to adjourn the meeting.
- 7.2 A roll call vote was taken with Councilmembers Green, Lowry, Roberts, and Vawdrey, voting in favor. The motion passed unanimously.
- 7.3 The meeting adjourned at 7:30 p.m.



MEMO

To: City Council Meeting

From:

CC:

Date: August 17, 2021

Re:

ATTACHMENTS:

Description

R-21-36, PTRC reappointment

Upload Date

8/11/2021

Type

Cover Memo

RESOLUTION NO. 21-36

A RESOLUTION REAPPOINTING KEN MURDOCK AS A MEMBER OF THE DRAPER CITY PARKS, TRAILS AND RECREATION COMMITTEE

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

WHEREAS, the City has created a Parks, Trails and Recreation Committee within the City for the purpose of providing a framework for the management of City parks, trails, and recreation assets; and

WHEREAS, the duties of this Committee are to recommend and monitor the establishment of facilities, programs, and policies to meet the recreational and aesthetic needs of the citizens and Draper City; and

WHEREAS, the term served by Ken Murdock has expired and he has expressed a desire to continue to serve as a committee member.

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

Section 1. Appointment. Ken Murdock is hereby appointed to serve as member of the Draper City Parks, Trails, and Recreation Committee according to the laws, ordinances, and regulations governing the Committee and its members for the term specified herein.

Ken Murdock

August 17, 2021, through August 31, 2025

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

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

**PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, ON
THIS THE 17TH DAY OF AUGUST 2021.**

ATTEST:

DRAPER CITY:

Laura Oscarson, CMC, City Recorder

Troy K. Walker, Mayor

VOTE TAKEN:

YES

NO

Councilmember Green

Councilmember T. Lowery

Councilmember F. Lowry

Councilmember Roberts

Councilmember Vawdrey

Mayor Walker



MEMO

To: City Council Meeting

From:

CC:

Date: August 17, 2021

Re:

ATTACHMENTS:

Description	Upload Date	Type
R-21-40, appointing Candi Huff to Tree Committee	8/11/2021	Cover Memo

RESOLUTION NO. 21-40

A RESOLUTION APPOINTING CANDI HUFF TO THE DRAPER CITY TREE COMMITTEE

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

WHEREAS, the City has created a Draper City Tree Committee to act as an advisory board to the City Council and other City departments on all matters relating to tree culture including the establishment, maintenance, and upkeep of all trees, shrubs, and other plant life located on City property; and

WHEREAS, the Mayor desires to appoint and the Council hereby consents to the appointment of Candi Huff as a member of the Tree Committee;

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

Section 1. Appointment. Candi Huff is hereby appointed to serve as a member of the Draper City Tree Committee according to the laws, ordinances, and regulations governing the Draper City Tree Committee and its members for the term specified herein.

Candi Huff August 17, 2021, to August 31, 2025.

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

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, THIS THE 17TH DAY OF AUGUST 2021.

ATTEST:

DRAPER CITY

Laura Oscarson, CMC, City Recorder

Mayor Troy K. Walker

VOTE TAKEN:

YES

NO

Councilmember Green

Councilmember Lowery

Councilmember Lowry

Councilmember Roberts

Councilmember Vawdrey

Mayor Walker



MEMO

To: City Council Meeting

From:

CC:

Date: August 17, 2021

Re:

ATTACHMENTS:

Description	Upload Date	Type
R-21-43	8/11/2021	Cover Memo

RESOLUTION NO. 21-43

A RESOLUTION APPOINTING SUZANNE QUICK TO SERVE AS A MEMBER OF THE DRAPER CITY PARKS, TRAILS AND RECREATION COMMITTEE

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

WHEREAS, the City has created a Parks, Trails and Recreation Committee within the city for the purpose of providing a framework for the management of City parks, trails and recreation assets; and

WHEREAS, the duties of this Committee are to recommend and monitor the establishment of facilities, programs, and policies to meet the recreational and aesthetic needs of the residents and Draper City; and

WHEREAS, there is a vacancy on the Parks, Trails and Recreation Committee; and

WHEREAS, Suzanne Quick has expressed a desire to serve as a committee member.

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

Section 1. Appointment. Suzanne Quick is hereby appointed to serve as a member of the Draper City Parks, Trails, and Recreation Committee according to the laws, ordinances and regulations governing the Committee and its members for the term specified herein.

Suzanne Quick

August 17, 2021, through August 31, 2025

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

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DRAPER, STATE OF UTAH, ON THIS THE 17th DAY OF AUGUST 2021.

ATTEST:

DRAPER CITY

Laura Oscarson, CMC, City Recorder

Mayor Troy K. Walker

VOTE TAKEN:

YES

NO

Councilmember Green

Councilmember T. Lowery

Councilmember F. Lowry

Councilmember Roberts

Councilmember Vawdrey

Mayor Walker



MEMO

To: City Council Meeting

From:

CC:

Date: August 17, 2021

Re:

ATTACHMENTS:

Description	Upload Date	Type
R-21-44, Surplus of Police Canine	8/12/2021	Cover Memo

RESOLUTION NO. 21-44

A RESOLUTION OF THE DRAPER CITY COUNCIL RETIRING POLICE CANINE OFFICER JUDGE AND AUTHORIZING HIS SALE TO OFFICER ROBERT BARLOW FOR A NOMINAL FEE

WHEREAS, Canine Officer Judge ("K-9 Judge") is an eight year old Belgian Malinois; and

WHEREAS, K-9 Judge has been partners with his handler Officer Robert Barlow ("Officer Barlow") for more than four years; and

WHEREAS, K-9 Judge has been trained in drug detection and suspect apprehension, the latter of which requires K-9 Judge to use force to apprehend suspects; and

WHEREAS, K-9 Judge and Officer Barlow have formed a unique and inseparable bond through training and patrol activities, with Officer Barlow providing K-9 Judge with daily care and support; and

WHEREAS, K-9 Judge has served the City of Draper with distinction; and

WHEREAS, Officer Robert Barlow will be leaving the K-9, therefore, K-9 Judge is going to be retired.

WHEREAS, Draper City Municipal Code Section 3-3-150 (E) provides the procedures to sell in a reasonable manner city personal property "so unique as to be unmarketable"; and

WHEREAS, because of his specialized training in suspect apprehension and the close bond he's formed with Officer Barlow, the Draper City Council determines K-9 Judge is so unique as to be unmarketable; and

WHEREAS, the humane disposition of K-9 Judge for both K-9 Judge and Officer Barlow is to allow Officer Barlow to purchase K-9 Judge for the sum of one dollar.

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

Section 1. Declaration of Surplus Property. K-9 Judge is declared to be surplus property.

Section 2. Authorization to Sell for a Nominal Amount. K-9 Judge is so unique as to be unmarketable. The City Manager is authorized to sell K-9 Judge to Officer Robert Barlow for the amount of one dollar, which the Draper City Council finds is a reasonable amount.

Section 3. Severability. If any section, part, or provision of this Resolution is held invalid, or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts, and provisions of this Resolution shall be severable.

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, ON THE 17th DAY OF AUGUST, 2021.

ATTEST:

DRAPER CITY:

Laura Oscarson, CMC, City Recorder

Mayor Troy K. Walker

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



MEMO

To: City Council Meeting

From:

CC:

Date: August 17, 2021

Re:

ATTACHMENTS:

Description	Upload Date	Type
A-21-175, Draper Community Foundation	8/12/2021	Cover Memo

AGREEMENT NO. 21-175

THIS AGREEMENT (Agreement) is made effective August 17, 2021 by and between the **CITY OF DRAPER** (the "City"), a municipal corporation and political subdivision of the state of Utah, and the **DRAPER COMMUNITY FOUNDATION** (the "Foundation"), a Utah non-profit corporation.

RECITALS

WHEREAS, City promotes the health, safety and welfare of its residents by providing recreational and civic programs; and

WHEREAS, pursuant to Utah Code Ann. § 10-8-2, the City is restricted in the appropriation of funds to those uses having a corporate purpose; and

WHEREAS, the community events sponsored by the Foundation, in the judgment of the Draper City Council, constitute a corporate purpose; and

WHEREAS, Foundation is a non-profit 501 (c)(3) company organized to enhance the quality of life for Draper City residents by hosting and/or organizing community events and engaging in philanthropic activities; and

WHEREAS, City recognizes the importance of providing community programs and events for its residents that foster community spirit and enrich the lives of its residents but may lack the resources to provide those programs and events; and

WHEREAS, Foundation is qualified and possesses the skills and resources necessary to perform the services and/or tasks set forth in this Agreement; and

WHEREAS, City has appropriated the funds contemplated by this Agreement in its adopted FY 2021-22 budget.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, mutual covenants, and undertakings, the parties hereby agree as follows:

1. **City Funding.** City will provide \$155,000 (Funds) to Foundation for the Fiscal Year 2021-22 for the purpose of funding the community events and activities referred to in Exhibit A. Subject to the provisions of Utah Code Annotated 10-8-2 (l)(a)(v), all City fees for Foundation events and activities shall be waived as further support of the community benefit provided to the City's residents. Tickets for the Draper City Mayor and Councilmembers shall be provided to all Foundation events and activities at no cost to the City in order to allow these

elected officials the opportunity to attend and participate in the events and activities in their official capacities as representatives of the City.

2. **Term & Termination.** Unless otherwise terminated by any party, this Agreement shall automatically terminate on June 30, 2022. However, either party may terminate this Agreement at will upon 30 days written notice to the other party. Termination of this Agreement for any reason shall not affect any of the rights, obligations or liability of the Parties hereto which may have accrued prior to termination.
3. **Payment.** The City shall pay the Foundation for services listed in Exhibit A in the following manner:
 - a. City shall pay the Foundation **\$155,000.00** for services outlined in Exhibit A. Payment shall be made in two payments. The first payment shall be made in July in the amount of **\$100,000** and the second payment shall be made in December in the amount of **\$55,000**.
4. **Signage.** In compliance with Draper City Municipal Code ("DCMC") 9-26-050(D)(1), Foundation may submit a single sign permit application annually that will cover all events and activities, but shall otherwise be subject to the City's sign code in all other ways.
5. **Use of Funds.** The Foundation pledges that it will utilize Funds for and in support of the community events and functions referred to in Exhibit A, and only for purposes as authorized by Utah State law and in conformity with Foundation's status as a tax-exempt nonprofit corporation under section 501(c)(3) of the Internal Revenue Code. Funds shall not be used to support or allow for the political campaigning at any Foundation event or activity. The Foundation agrees to maintain proper accounting records to allow City, at any time, to review all expenditures. Foundation will submit to City by Dec. 31 of each year a written report tracking City funds from revenue to expenditures showing how City funds were used in order to further the goals and objectives of the City as stated in this Agreement.
6. **Nondiscrimination.** Foundation agrees not to and shall not discriminate in violation of any federal, state, or local law on the basis of race, color, religion, gender, age, national origin, disability, marital status, sexual orientation, or military status in any of its activities, operations, or in the provision of services.
7. **Indemnification.** Foundation shall hold harmless, defend and indemnify City and its officers, officials, agents, employees, and volunteers from and against any and all liability, loss, damage, expense, cost (including without limitation costs and fees of litigation) of every nature arising out of or in connection with

Foundation's activities, except such loss or damage that is caused by the sole negligence or willful misconduct of City.

8. **Insurance.** At all times during the pendency of this Agreement, the Foundation shall maintain the following minimum insurance policies, and provide copies of the insurance policies to the City annually and prior to any single event. The Parties agree the City has the right to require higher limits or other types of insurance than stated below if the City determines an event poses a higher than usual risk.
- a. **General Commercial Liability.** Commercial general liability insurance, on an occurrence form, with the City named as an additional insured, in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general policy aggregate. The policy shall protect the City, the Foundation, and any subcontractor from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from the Foundation's operations under this Agreement, whether performed by the Foundation itself, any subcontractor, or anyone directly or indirectly employed or engaged by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, and completed operations. The policy shall be primary and not contributing to any other policy or coverage available to the City whether such coverage be primary, contributing or excess.
 - b. **Special Event Insurance.** Special event general liability insurance with the City named as an additional insured, in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general aggregate except for the rodeo which shall have a minimum amount of \$2,000,000 per occurrence with a \$3,000,000 general aggregate. The policy shall protect the City, Foundations, spectators and participants, and anyone directly or indirectly employed by either Party. Such insurance shall provide coverage for premises operations, acts of independent contractors, and completed operations during the event time period. The event time period includes the dates of the rehearsal(s), event set up, scheduled event, take down, and clean-up operations. The coverage shall be indicated on the certificate of insurance as "Special Event" coverage in the "Description of Operations" OR the insurance company shall supply the City with the original insurance policy evidencing the "Special Event" coverage.

In the event any work for the "Special Event" is subcontracted to a separate company, the Foundation shall require the subcontractor to provide commercial general liability insurance, with the City as an additional insured, in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general aggregate.

- c. Automobile Liability Insurance. Commercial automobile liability insurance that provides coverage for owned, hired, and non-owned automobiles, in the minimum amount of \$500,000 per person, \$1,000,000 per accident, \$250,000 per occurrence for property damage, or a single combined limit of \$1,000,000.
9. **Applicable Law.** The provisions hereof shall be governed by and construed in accordance with the laws of the state of Utah.
10. **Integration.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.
11. **Waiver.** No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.
12. **Rights and Remedies.** The rights and remedies of the parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions hereof.
13. **Severability.** In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
14. **Conflict of Interest.** The Foundation represents and certifies that it has not offered or given any gift or compensation prohibited by law to any officer or employee of the City to secure favorable treatment with respect to being awarded this Agreement.
15. **Attorney Fees.** If any action in law or equity is brought to enforce or interpret the provisions of the Agreement, the prevailing party in such action shall be entitled to recover from the non-prevailing party reasonable attorney fees.
16. **Time.** Time is the essence hereof.
17. **Agency.** No agent, employee, or volunteer of Foundation or City is or shall be deemed to be an employee, agent, or servant of the other party. None of the benefits provided by each party to its employees or volunteers, including but not

limited to worker's compensation insurance, health insurance and unemployment insurance, are available to the employees, agents, or servants of the other party. Foundation and City shall each make all commercially reasonable efforts to inform all persons with whom they are involved in connection with this Agreement to be aware that Foundation is an independent contractor.

18. **No Partnership or Joint Venture.** The relationship between the parties as set forth herein shall not be deemed to create a partnership, joint venture or other legal or administrative entity of any kind or nature.
19. **Modification of Agreement.** Any modification of this Agreement or additional obligations assumed by either party in connection with this Agreement must be in writing and signed by each party or an authorized representative of each party.

DRAPER CITY

By: _____
Troy K. Walker, Mayor

ATTEST:

City Recorder

Approved as to legal form:

Mike Barker, City Attorney

DRAPER COMMUNITY FOUNDATION

By: _____
Chair, Robin McCulloch

EXHIBIT A

Draper Community Foundation Events and Activities

1. Provide concerts in the Park
2. Provide Arts Council Plays
3. Maintain Historic Society tours
4. Miss Draper
5. Heritage Banquet
6. Draper Days
 - a. Rodeo
 - b. Parade
 - c. 5k Race
 - d. Horse Pull
 - e. Draper Idol
7. Adopt-a-Trail

Exhibit B
Adopt-a-Trail Program

Foundation, in partnership with the Corner Canyon Trails Foundation (CCTF), may offer sponsors the opportunity to adopt the following City trails:

1. Ann's Trail

CCTF may install up to three signs on the trail at locations approved by the City if a minimum sponsorship of \$1000 annually is made to the Foundation. Sponsors must be pre-approved by the City. All sponsorship funds shall be used for maintenance of City trails. All sponsorship funds and maintenance costs shall be reported annually to City by June 30 of each fiscal year. All trail maintenance work must be pre-approved by City. All signage must comply with the format below and shall not exceed 13 inches by 10 inches in size.



ANN'S TRAIL

ADOPTED BY:

WATER PRO



Corner Canyon Trails Foundation

MORE INFO AT
CornerCanyonTrails.com/adoptatrail

