



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, November 12, 2013**, in the City Council Chambers at 1020 East Pioneer Road, Draper, Utah.

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

The Agenda will be as follows:

STUDY MEETING

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

BUSINESS MEETING

- 7:00 p.m.** **1.0** **Call to Order:** Mayor Darrell Smith
- 7:00 p.m.** **2.0** **Comment/Prayer and Flag Ceremony**
- 7:10 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.
- 7:20 p.m.** **4.0** **Presentation:** Letter from Senator Hatch to Shante' Johnson.
- 7:25 p.m.** **5.0** **Consent Items:**
- a. Approval of October 15, 2013, and October 29, 2013, Minutes.
 - b. **Agreement #13-20**, First Amendment to Operation and Maintenance Agreement for Groundwater Pump at 700 East and Golden Pheasant Drive.
 - c. **Agreement #13-239**, WCEC Engineers – Consulting and Design Services for Waynes World Drive and 1300 East Traffic and Roadway Analysis.

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 Rachelle Conner, MMC, City Recorder at (801) 576-6502 or rachelle.conner@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.

- d. **Agreement # 13-233**, Approval of Right-of-Way Purchase Agreement for the Masters Curb and Gutter Project – Kent and Marnee Christensen.
 - e. **Agreement # 13-244**, Approval of Easement Agreement – Right-of-Way for Constitution Avenue from Salt Lake County.
 - f. **Agreement #13-105**, Amendment to Agreement – 13800 South Bangerter to 300 East Environmental Study.
 - g. **Agreement #13-212**, Professional Land Survey Services Contract Award.
- 7:30 p.m. 6.0 Action Item: Agreement #13-97**, Approving a Lease Agreement with Wadsworth Acquisitions LLC for SunCrest Market Lease. Staff Presentation by Russ Fox.
- 7:35 p.m. 7.0 Action Item:** Appointing Trustees to the SunCrest Owners Association Board. This item was continued from the October 29, 2013, City Council meeting.
- 7:40 p.m. 8.0 Public Hearing: Ordinance No. 1070**, Amending the Draper City Zoning Map by Changing the Zoning of Approximately 2.34 Acres Located Within Draper City, State of Utah, From Open Space (OS) to Third-Acre Residential (R3), Otherwise Known as the Steep Mountain Church Zone Change. Staff Report by Dennis Workman (801) 576-6522 or dennis.workman@draper.ut.us.
- 7:50 p.m. 9.0 Public Hearing:** Amending Existing Lots 101 and 103 of the Eastgate Subdivision into Three Lots Known as 101a, 102a, and 103a. The Property is Located in the Regional Commercial (CR) Zone at 12093 South State Street. Otherwise Known as the Eastgate Subdivision Plat Amendment #2 Request. Staff Report by Dennis Workman (801) 576-6522 or dennis.workman@draper.ut.us.
- 7:55 p.m. 10.0 Public Hearing:** Approval of a Plat Amendment on Approximately 81.47 Acres of Land at Approximately 12870 South Front Runner Boulevard for the Purpose of Subdividing the Larger Lots into Smaller Lots. Otherwise Known as the Vista Station Plat Amendment. Staff Report by Dan Boles (801) 576-6335 or dan.boles@draper.ut.us.
- 8:00 p.m. 11.0 Public Hearing:** COPS Hiring Program, School Resource Officer Program Grant. Staff Report by Bryan Roberts (801) 576-6525. ***This Item has been Continued to November 19, 2013, as Part of the Budget Amendment Public Hearing.***
- 8:05 p.m. 12.0 Public Hearing: Ordinance No. 1074**, Amending Draper Municipal Code Section 3-1-130, *Department Heads* and 3-3-040, *Purchasing Agent*; Granting Some Signatory Authority to Department Heads; Requiring All Contracts to be Provided to the City Recorder; and Making Technical Changes. Staff Report by Doug Ahlstrom.
- 8:10 p.m. 13.0 Discussion Item:** David Mast – Land Disturbance Permit.
- 8:15 p.m. 14.0 Council/Manager Reports**

- 15.0 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 **12th** day of **November, 2013**, were posted on the Draper City Bulletin Board, Draper City website www.draper.ut.us, the Utah Public Meeting Notice website at www.utah.gov/pmn, and sent by facsimile to The Salt Lake Tribune, and The Deseret News.

Date Posted:
City Seal

Rachelle Conner, MMC, City Recorder
Draper City, State of Utah

[Return to Agenda](#)

ITEM #6

REQUEST FOR COUNCIL ACTION

To:	Mayor & City Council
From:	Russell Fox
Date:	November 12, 2013
Subject:	Approve Agreement #13-97, Lease agreement with Wadsworth Acquisitions LLC, for the Sun Crest Market
Applicant Presentation:	n/a
Staff Presentation:	Russell Fox, Assistant City manager
RECOMMENDATION: Staff recommends the City Council review and approve Agreement #13-97 which is a lease agreement with Wadsworth Acquisitions LLC for the Sun Crest "Market".	
BACKGROUND AND FINDINGS: The City Council recently received a Letter of Intent from Wasworth Acquisitions for a lease of the Sun Crest "Market". The "Market" will be used for a restaurant and retail. The terms of the lease will be for four years at \$6,000 a year.	
PREVIOUS LEGISLATIVE ACTION: Review of a Letter of Intent from Wadsworth Acquisitions on September 17, 2013	
FISCAL IMPACT: Finance Review: _____ \$6,000 annual lease revenue.	
SUPPORTING DOCUMENTS: <ul style="list-style-type: none">• Exhibit A, draft Lease Agreement #13-97	

DRAPER CITY PROPERTY LEASE AGREEMENT # 13-97

THIS AGREEMENT is made and entered into as of ~~October~~December 1, 2013 ("Effective Date"), by and between CITY OF DRAPER, a municipal corporation of the state of Utah ("City") with offices located at 1020 East Pioneer Road, Draper, Utah, 84020 and Wadsworth Acquisitions, LLC, a Limited Liability Corporation authorized to and doing business in the state of Utah, of 166 E. 14000 South, Suite 200, Draper, Utah 84020, ("Lessee").

WITNESSETH

WHEREAS, City owns the building located at 14886 South Traverse Ridge and,

WHEREAS, Lessee desires to enter into an agreement for the lease of space located at 14886 South Traverse Ridge for the purpose of operating a Retail and Restaurant business.

NOW, THEREFORE, in consideration of the foregoing recitals and the following mutual promises and considerations, the parties hereby agree as follows:

ARTICLE 1: LEASED PREMISES

City hereby leases to Lessee and Lessee hereby lets from City, the building and grounds constituting approximately 4,000 square feet and including () adjacent parking spaces ("Leased Premises"), as shown on Exhibit A, attached hereto and hereby incorporated by reference.

ARTICLE 2: TERM

The initial term of this Agreement shall be for four (4) years, commencing upon the Effective Date and continueing through December ~~October~~-1, 2017. Upon mutual agreement the terms may be renewed for Two (2) additional one (1) year terms under the same rent and other terms and conditions unless otherwise negotiated. Further extension may be negotiated if it is in the best interest of the City to do so.

ARTICLE 3: RENT AND FEES

A. Beginning ~~December~~October 1, 2013, and continuing through ~~October~~December 1, 2017, Lessee shall make payments to City as follows:

<u>Contract Year</u>	<u>Annual Rent ("Rent")</u>
<u>October</u> December 1, 2013 through <u>October</u> December 1, 2014	\$ 6,000
<u>October</u> December 1, 2014 through <u>October</u> December 1, 2015	\$ 6,000
<u>October</u> December 1, 2015 through <u>October</u> December 1, 2016	\$ 6,000

~~October~~December 1, 2016 through ~~October~~December 1, 2017

\$

6,000

B. Payment. Rent under this Agreement shall be due and payable as follows:

1. ~~Monthly~~Yearly in Advance. Rent for Leased Premises as provided in Article 3.A above and any other charge not otherwise addressed in this Article 3 shall be due and payable on a yearly basis, in advance and without notice or demand therefore. Rent for the first year of the term shall be paid at the time of execution of this Lease. Rent for each subsequent year shall be paid, on the first (1st) day of each ~~October~~December during the term of this Agreement. Should Lessee vacate the Leased Premises at any time, no proration of the annual rent already paid shall be made.
2. Late Fees and Interest. Without waiving any other right of action available to City, in the event of any monetary default hereunder, if Lessee fails to pay when due any amount required to be paid by Lessee under this Agreement, Lessee shall pay a sum equal to five percent (5%) per month of such unpaid amount as a service fee. In addition, if Lessee fails to pay within ten (10) days of the date due any amount required to be paid by Lessee under this Agreement, such unpaid amount shall bear interest at the rate of ~~twelve~~eighteen percent (~~12~~18%) per annum from the due date of such amount to the date of payment in full, with interest.
3. No Set-offs or Deductions. All Rent shall be paid without abatement, deduction, offset, or prior notice or demand, unless specifically provided otherwise by the terms of the Agreement.
4. Accord and Satisfaction. No payment by Lessee or receipt by City of a lesser amount than the Rent due hereunder shall be deemed to be other than on account of the Rent due, and no endorsement or statement on any check or in any letter or other transmittal shall be deemed an accord and satisfaction, and City may accept such check or payment without prejudice to City's right to recover the balance of any Rent, or to City's right to pursue any other remedy provided in this Agreement or by law.
5. Payment Address. Lessee shall make all payments and provide all financial information to City's Finance Department at the following address:

City of Draper
Attn: Finance Department- Accounts Receivable
1020 East Pioneer Road, Draper UT 84020

ARTICLE 4: ~~SECURITY DEPOSIT~~LETTER OF CREDIT

~~Upon Prior to~~ execution of this Agreement, Lessee shall provide City a security deposit in the amount of Three Thousand Dollars (\$3,000)~~letter of credit in an amount equal to fifty percent (50%) of the average annual rent payment to the City.~~ The parties agree that this security deposit~~letter of credit~~ shall be held by City throughout the term of this Agreement as security for Lessee's full performance of all its obligations to City, and that City may apply such security

~~deposit~~~~letter of credit~~ in City's sole discretion to any sum that Lessee owes to City under this ~~or any other agreement or obligation to pay~~, including without limitation late rent, property damage, ~~finer charged to City for conduct of Lessee~~, interest and fees, or other monetary obligations of any kind under this Agreement. Upon termination of this Agreement for any reason, City shall refund the available remaining portion, if any, to Lessee within sixty (60) days of City's determination that all amounts due to City have been paid. Lessee shall have no entitlement to any deposit funds until such time.

ARTICLE 5: INDEMNITY

- A. Lessee agrees to indemnify, save harmless and defend City, its officers and employees, from and against all losses, claims, demands, actions, damages, costs, charges, and causes of action of every kind or character, including without limitation attorneys' fees to the extent they are caused by Lessee's wrongful, reckless, or grossly negligent performance hereunder. Lessee's duty to defend City shall exist regardless of whether City or Lessee may ultimately be found to be liable for anyone's negligence or other conduct. If City's tender of defense, based upon this indemnity provision, is rejected by Lessee, and Lessee is later found by a court of competent jurisdiction to have been required to indemnify City, then in addition to any other remedies City may have, Lessee shall pay City's reasonable costs, expenses, and attorneys' fees incurred in proving such indemnification, defending itself, or enforcing this provision. Nothing herein shall be construed to require Lessee to indemnify City against City's ~~sole negligence~~ or wrongdoing.
- B. Without limitation, the terms of this indemnity include an agreement by Lessee to indemnify, defend and hold harmless City from and against any and all expense, loss, claim, damage, or liability suffered by City by reason of Lessee's breach of any environmental requirement existing under federal, state or local law, regulation or policy in connection with any of Lessee's acts, omissions, operations or uses of property relating to this Agreement, or such a breach by the act or omission of any of Lessee's officers, employees, agents, or invitees, whether direct or indirect, or foreseen or unforeseen, including (but not limited to) all cleanup and remedial costs, diminution in the value of City property, and reasonable legal fees and costs incurred by City in connection with enforcement of this provision. The provisions of this paragraph shall survive the termination of Lessee's tenancy and of this Agreement. Nothing herein shall be construed to require the indemnitor to indemnify the indemnitee against the indemnitee's ~~sole negligence~~ or wrongdoing.

ARTICLE 6: USES AND PRIVILEGES

- A. Lessee shall have the nonexclusive right and privilege in connection with Lessee's use of Leased Premises to coordinate and engage in retail and restaurant activities ~~as they relate to Lessee's business, including without limitation the right to obtain and operate under a Full-Service Restaurant Liquor License granted by the Utah Department of Alcoholic Beverage Control~~.
- B. Rights of Access. Lessee shall have the right of ingress and egress from Leased Premises over and across City owned roadways serving for its employees,

representatives, agents, patrons, guests, and suppliers, subject to such laws, ordinances, rules and regulations as now or may hereafter have. City hereby retains the right of ingress and egress over, through, and across Leased Premises at any time.

C. Signage. Lessee shall not, without the prior written approval of City (which shall not be unreasonably withheld, conditioned or delayed) and the SunCrest Owners' Association, erect, maintain, or display any signs on Leased Premises. The term "signs," as used herein, shall mean advertising signs, billboards, identification signs, or symbols, posters, or any similar devices.

1. Subject to the foregoing, Lessee shall have the right to install identification signs as may be necessary for the proper conduct of Lessee's services as contemplated hereunder. All such signs shall be consistent with any overall signing codes established or to be established by City.

2. Prior to the erection, construction or placing of any sign on upon Leased Premises, Lessee shall submit for City's approval drawings, sketches, designs, and dimensions of such signs. Approval shall not be unreasonably ~~withheld~~withheld, conditioned or delayed. Any conditions, restrictions, or limitations with respect to the use thereof as imposed by City in writing shall become conditions of this Agreement.

~~D. Required Business Services. Lessee shall operate and provide the basic retail and restaurant services as more fully specified in the proposed RFP, attached hereto and hereby incorporated by reference.~~

ED. Prohibited Services. Lessee shall have no right to perform any services not listed in this Article 6 hereof unless prior written approval by the City is granted and terms of this agreement are amended to reflect said change. City's approval of such services shall not be unreasonably withheld, conditioned or delayed. Nothing in this Agreement shall be deemed to permit Lessee to engage commercially in any other business or other phase of business, except that for which approval is specifically granted herein (i.e., retail and restaurant businesses).

ARTICLE 7: UTILITIES

Lessee shall be reasonable for all utility services including without limitation hookup fees and charges, required by Lessee during the term of this Agreement for Leased Premises or facilities located thereon.

ARTICLE 8: MAINTENANCE AND REPAIRS

A. Lessor shall maintain the structural components and roof of the Leased Premises. Painting, staining or other maintenance of exterior walls shall be performed by _____. Except as otherwise stated above, Lessee shall maintain the entire Leased Premises and every improvement thereon in good and neat appearance, repair and safe condition during the entire term hereof. All such maintenance, repairs and replacements shall be of quality equal to the original in materials and workmanship. Lessee shall be responsible for all janitorial services required to maintain Leased Premises in good and

neat appearance. Lessee shall also be responsible for all snow removal from all sidewalks and parking lots serving the Leased Premises.

- B. Lessee shall provide, at its sole expense, suitable covered metal dumpster style receptacles or City-approved receptacles for all such garbage, trash, and other refuse. Lessee shall keep Leased Premises, at all times, free and clear of wastepaper, trash, rubbish, debris, discarded plastic, graffiti, discarded pallets, or anything unsightly or detrimental to health or likely to create a fire hazard or conducive to deterioration to remain on any part of Leased Premises.

ARTICLE 9: CONSTRUCTION OR IMPROVEMENTS

- A. City has approved Lessee's initial improvements to the Leased Premises as shown on the drawings attached hereto as Exhibit B and incorporated by reference herein. In connection with said initial improvements, City agrees to waive all building permit fees and to waive or reimburse Lessee for all utility connection fees. Lessee shall obtain the prior written approval of City ~~and the SunCrest Architectural Committee~~ before making or causing to be made any other alterations, changes in, and additions to Leased Premises. City's approval of other alterations, changes or additions shall not be unreasonably withheld, conditioned or delayed. Any said construction, change in, and/or additions to Leased Premises shall be at the sole cost of Lessee.
- B. All alterations, changes, or additions to Leased Premises shall become, immediately upon completion, the property of City and shall remain upon and be surrendered with Leased Premises at the expiration or termination of this Agreement, as herein provided. This shall not apply, however, to Lessee's trade fixtures, which may be removed by Lessee at the expiration or termination of this Agreement.
- C. All such alterations, changes, or additions may be inspected by City at all reasonable times.
- D. Subject to the waiver and reimbursement provisions of clause A above, pPrior to making any ~~such~~ alterations, changes in, and/or additions to Leased Premises, Lessee shall obtain all required and necessary building permits from the City at Lessee's sole cost and expense.

ARTICLE 10: REMOVAL AND DEMOLITION

Lessee shall not remove or demolish, in whole or in part, any improvements upon Leased Premises (other than Lessee's trade fixtures) without the prior written consent of City which may, at its discretion, condition such consent upon the obligation of Lessee to replace the same by a reasonable improvement specified in such consent.

ARTICLE 11: TAXES AND LICENSES

Lessee agrees to pay, on or before the last day on which payment therefore may be made without penalty, all nondiscriminatory taxes, including without limitation privilege taxes, assessments, or charges which, during the term hereof, may become a lien or be levied by the State, County, City, or other tax-levying body on all personal property of Lessee, upon all improvements made to Leased Premises by Lessee in connection with issues and occupancy thereof, and upon the possessory interest, if any, of Lessee in Leased Premises, which shall

specifically include, but not by way of limitation, any taxes levied under UTAH CODE ANN. § 59-4-101, *et seq.*, (1953), as amended, or its successor, if applicable.

ARTICLE 12: RULES AND REGULATIONS

In conducting its operations hereunder, Lessee shall comply with all applicable federal, state, county, and city laws, rules and regulations in its use of Leased Premises.

ARTICLE 13: INSURANCE

- A. Lessee, at its own cost and expense, shall secure and maintain the following policies of insurance:
1. Commercial general liability insurance. Lessee shall provide commercial general liability insurance coverage for injury to property and person to protect City herein from such claims and actions. Said insurance shall have limits of not less than \$2 million per occurrence limit of liability. The commercial general liability policy or policies shall provide coverage for premises operations, acts of independent contractors and completed operations. The City shall be named as an additional insured on the policy.
 2. Workers Compensation. Lessee shall furnish to City adequate evidence of compliance with Workers Compensation, Social Security, and Unemployment Compensation, provisions to the extent such are applicable to Lessee's operations hereunder.
 3. Renter's Insurance. Lessee shall provide it's own renter's insurance, if desired by Lessee, to protect Lessee's personal property.
- B. All policies of insurance and bonds provided herein shall be issued by insurance companies listed on the current Department of the Treasury Fiscal Services List 570 or having a general policy holders rating of not less than "A-" in the most current available "Best's Insurance Reports," and be qualified to do business in the state of Utah.
- C. Certificates evidencing the required Commercial General Liability, Business Auto Coverage and Workers Compensation Insurance coverage shall be filed with City upon execution of this Agreement, and a certificate evidencing the required Special Form Coverage Insurance shall be provided to City upon request. Such certificates shall provide that such insurance coverage will not be canceled or reduced without at least thirty (30) days prior written notice to City. At least thirty (30) days prior to the expiration of any such policy, a certificate showing that such insurance coverage has been renewed shall be filed with City. If such insurance coverage is canceled or reduced, Lessee shall within fifteen (15) days after receipt of written notice from City of such cancellation or reduction in coverage, file with City a certificate showing that the required insurance has been reinstated or provided through an insurance company or companies qualifying under subparagraph B hereof.
- D. City reserves the right to increase insurance limits and coverage hereunder consistent with industry standards, statute or judicial decision, or City policy; provided, however, that

any such increase shall be consistent with other similarly situated tenants. Lessee shall cause its insurance coverage(s) hereunder to be increased to any such new limit.

- E. In the event that Lessee shall at any time fail to furnish City the certificate or certificates required, City, upon written notice to Lessee of its intention to do so, shall have the right to secure the required insurance, at the cost and expense of Lessee, and Lessee agrees to reimburse City promptly for the cost thereof and ten percent (10%) for cost of administration.
- F. All insurance policies, with the exception of Workers Compensation, shall name and certificates shall show City as an additional insured.

ARTICLE 14: DAMAGE OR DESTRUCTION OF LEASED PREMISES

- A. City shall keep the Building and any other insurable improvements on the Leased Premises insured against loss by fire and all of the risks and perils insured against in a "special form" commercial property insurance policy. The coverage limits shall not be less than a reasonable estimate of the cost of replacing said Building and improvements. The "cost of replacing the Building" means the cost of replacing damage to the Building with new materials of like and quality except for foundation, footings, and other building elements customarily excluded from the applicable coverage. City may, in its discretion, choose to self-insure the Building, but in any event City hereby waives subrogation against Lessee and releases and waives its entire claim of recovery for loss, damage, injury, and all liability of every kind and nature which may arise out of, or incident to, fire and/or any other extended coverage perils, in, on, or about the building Leased Premises. If the Leased Premises are completely destroyed as a result of an act or omission by Lessee, City may, in its discretion, require Lessee to repair and reconstruct the Leased Premises and pay the costs therefore.
- B. If the Leased Premises are completely destroyed by means other than by an act or omission of Lessee, Lessee shall not be required to reconstruct the Leased Premises.
- C. Under no circumstances shall City be liable for damage to or loss or destruction of Lessee's personal property.

ARTICLE 15: TERMINATION AND DEFAULT

- A. This Agreement shall expire at the end of the full term hereof, unless sooner terminated as provided hereinafter.
- B. This Agreement shall be subject to cancellation by Lessee after the happening of one or more of the following events:
 - 1. The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control, or any substantial part or parts thereof, in such a manner as substantially to restrict Lessee for a period of at least ninety (90) days from operating thereon.
 - 2. The default by City in the performance of any covenant or agreement herein required to be performed by City and the failure of City to remedy such default for a period of thirty (30) days after receipt from Lessee of written notice to remedy

the same.

3. Any other activity beyond the reasonable control of Lessee which substantially restricts Lessee's use of Leased Premises for a period of ninety (90) days.
- C. Lessee may exercise the above right of termination by delivering a written notice of termination to City at the address set forth herein at any time after the lapse of the applicable period of time and this Agreement shall terminate as of that date and time. Delivery may be by hand or by certified mail. Rentals and fees due hereunder shall be payable up to and including the date of said termination.
- D. This Agreement may be terminated by City in the event Lessee shall:
1. be in arrears in the payment to City of the whole or any part of the amounts agreed upon hereunder for a period of ~~twentyten (2010)~~ twentyten (2010) days after written notice from City to Lessee;
 2. make a voluntary or involuntary assignment of this Agreement contrary to Article 18 hereof;
 3. ~~abandon Leased Premises and fail to pay any amounts required hereunder;~~ or,
 4. except for payment of rents and fees, default in the performance of any of the covenants and conditions required herein to be kept and performed by Lessee, and such default continues for a period of thirty (30) days after receipt of written notice from City of said default. If the nature of the default is such that it cannot be cured within thirty (30) days, City shall not terminate this Agreement if Lessee commences to cure the default within thirty (30) days and thereafter diligently pursues the cure to completion. City in its sole judgment may determine to terminate this Agreement or permit a cure.
- E. In the case of any of the aforesaid events of termination, City may exercise the above right of termination by delivering a written notice of termination to Lessee at the address set forth herein, and this Agreement shall terminate as of that date and time. Delivery may be by hand or by certified mail. Thereafter, City may take immediate possession of Leased Premises and all improvements thereon and remove Lessee's personal property. Any rental due hereunder shall be payable to said date of termination.
- F. It is agreed that failure to declare this Agreement terminated upon the default of Lessee for any reasons set forth above shall not operate to bar or destroy the right of City to declare this Agreement null and void by reason of any subsequent violation of the terms of this Agreement.

ARTICLE 16: ASSIGNMENT AND SUBLEASING

Lessee shall not assign, transfer, pledge, hypothecate, surrender or otherwise encumber or dispose of this Agreement or interest in or any estate created by this Agreement, or any interest in any portion of the same, or permit any other person or entity to use and or occupy Leased

Premises without the prior written consent of City, which consent will not be unreasonably withheld, conditioned or delayed. Any such purported transfer described above is prohibited and of no force or effect unless the parties thereto comply with the provisions of this Article 18.

ARTICLE 17: REMOVAL OF PERSONAL PROPERTY

- A. Title to personal property and trade fixtures shall at all times remain in Lessee, and Lessee shall have the right at any time to remove any or all personal property or trade fixtures of every kind and nature whatsoever which Lessee may have placed or installed upon Leased Premises. Any and all fixtures, tools, devices, appliances, furniture, pictures, furnishings, equipment, and supplies of every kind and nature, heretofore or hereafter placed or installed by Lessee on Leased Premises, as between City and Lessee, shall be and remain the personal property of Lessee, notwithstanding the same are or may be attached or affixed to the floors, ceilings, or any other parts of any buildings or structures on Leased Premises. Lessee shall have said right to remove same provided that, upon any such removal, Lessee shall repair, at its own expense, any damage resulting there from and leave Leased Premises in a clean and neat condition, with all improvements in place.
- B. Lessee shall remove all personal property from Leased Premises prior to termination of this Agreement. City shall be entitled to remove all personal property from Leased Premises if Lessee fails to remove said personal property, and City shall store such property at Lessee's expense, plus twentythree percent (2030%) of the removal and storage expense cost of administration for thirty (30) days after termination of this Agreement. After such thirty (30)-day period, City may dispose of such property and apply any proceeds to amounts due to City under this Agreement.

ARTICLE 18: INSPECTION OF LEASED PREMISES

City and its authorized officers, employees, agents, contractors, subcontractors, and other representatives shall have the right (at such times as may be reasonable under the circumstances and with as little interruption of Lessee's operations as is reasonably practical) to enter upon Leased Premises for the following purposes:

- A. To inspect such Leased Premises at reasonable intervals during regular business hours (or at any time in case of emergency) to determine whether Lessee has complied and is complying with the terms and conditions of this Agreement with respect to such Leased Premises.
- B. To perform maintenance or make repairs and replacements in any case where Lessee is obligated but has failed to do so after City has given reasonable written notice. If the work prescribed in the notice is not completed by Lessee in a manner reasonably satisfactory to City, and Lessee fails to correct such work within the time specified by City in the mailed notice, City may, at City's sole option, and at Lessee's sole cost and expense, enter upon the demised premises and perform whatever work may, in the opinion of City, be required to correct the maintenance deficiencies. If City exercises this option, Lessee shall pay to City a sum equal to the direct cost of labor and materials expended for said work, plus a surcharge equal to twenty percent (20%) of said direct cost.

- C. To do any and all things which City deems necessary for the proper general conduct, security, and operation of City provided that City agrees not to treat Lessee less favorably than other tenants of City similarly situated.

ARTICLE 19: FORCE MAJEURE

Any prevention, delay, or stoppage of performance of Lessee's or City's obligations hereunder due to acts of God, governmental restrictions, governmental controls, governmental regulations, enemy or hostile government action, civil commotion, fire or other casualty, or any other causes beyond the reasonable control of either shall not be deemed to be a breach of this agreement or a violation of or failure to perform any covenants hereof, and either shall have a reasonable time after cessation of any of such causes within which to render performance delayed thereby.

ARTICLE 20: QUIET ENJOYMENT

City represents that Leased Premises is zoned to permit the uses provided for in this Agreement. City represents that it has a marketable title and unencumbered fee interest to Leased Premises, and that so long as Lessee performs its obligations hereunder and pays rent as provided herein Lessee shall enjoy quiet possession of the Leased Premises.

ARTICLE 21: REDELIVERY OF LEASED PREMISES

Lessee shall, upon termination of this Agreement quit and deliver up Leased Premises to City peaceably, quietly, and in as good order and condition as the same now are or may hereafter be improved by Lessee or City, ordinary wear and tear excepted. Ordinary wear and tear shall not include deterioration that occurs after delivery of the Leased Premises to Lessee at the commencement of the term of this Agreement and that could have been prevented by proper maintenance practices, or by Lessee performing all of Lessee's obligations under this Agreement.

ARTICLE 22: HOLDING OVER

In the event Lessee remains in possession of Leased Premises after the expiration of this Agreement without any written renewal thereof, such holding over shall not be deemed as a renewal or extension of this Agreement but shall create only a tenancy at will from month to month, under the terms and conditions herein, which may be terminated at any time by City giving thirty (30) days prior written notice of termination.

ARTICLE 23: NO THIRD PARTY BENEFICIARIES

This Agreement does not and shall not be deemed or construed to confer upon or grant to any third party or parties, except to bona fide successors in interest, any rights to claim damages or to bring any suit, action or other proceeding against either the City or the Lessee because of any breach hereof or because of any of the terms, covenants, agreements or conditions herein contained.

ARTICLE 24: REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES

Lessee represents that it has not: (1) provided an illegal gift or payoff to a city officer or employee or former city officer or employee, or his or her relative or business entity; (2) retained

any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in City's conflict of interest ordinance, Title 19, Draper City Municipal Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a city officer or employee or former city officer or employee to breach any of the ethical standards set forth in City's conflict of interest ordinance, Title 19, Draper City Municipal Code.

ARTICLE 25: AGREEMENT MADE IN UTAH

This Agreement has been made in, shall be construed in accordance with and enforced under the laws of the state of Utah.

ARTICLE 26: SUCCESSORS

This Agreement shall bind and inure to the benefit of any successor of City and any successor, assignee, or sub-lessee of Lessee.

ARTICLE 27: HEADINGS

The Article headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

ARTICLE 28: NON-WAIVER

Any waiver of any breach of covenants herein contained to be kept and performed by either party Lessee shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the other party City from declaring a forfeiture or termination for any succeeding breach either of the same condition or covenant or otherwise.

ARTICLE 29: TIME OF ESSENCE

Time is of the essence of this Agreement.

ARTICLE 30: NOTICES

Notices to City provided for herein shall be sufficient if sent by certified mail, postage prepaid, addressed to:

City of Draper
Attn: David Dobbins, City Manager
1020 E. Pioneer Road, Draper UT, 84020

ARTICLE 31: ENTIRE AGREEMENT AND ALTERATIONS

- A. This Agreement supersedes and revokes all previous negotiations, arrangements, letters of intent, offers to lease, lease proposals, brochures, representations, and information conveyed, whether oral or in writing, between the parties hereto or their respective

representatives or any other person purporting to represent City or Lessee. Lessee acknowledges that it has not been induced to enter into this Agreement by any representations not set forth in this Agreement, it has not relied on any such representation or construction of this Agreement, and City shall have no liability for any consequences arising as a result of any such Representations.

- B. No alteration, amendment, change, or addition to this Agreement shall be binding upon City or Lessee unless in writing and signed by both parties.

ARTICLE 32: ADDITIONAL PROVISIONS

- A. Nothing in this Agreement shall be deemed to require Lessee to operate its business during any particular hours, days, or periods. Nothing in this Agreement shall be deemed to require Lessee to continue to operate in the Leased Premises if Lessee determines, in its sole discretion, that it is not profitable or desirable to do so, so long as Lessee pays its rent and maintains the Leased Premises as required herein and otherwise performs its obligations hereunder.
- B. In the event that Tenant needs more parking to operate its business in the Leased Premises, Tenant shall have the option to use the unimproved lot owned by the City located to the south of the Leased Premises, for no additional rent. Tenant may, at its option and at its sole expense, improve said lot for parking use, including without limitation installing asphalt paving, striping, and lighting.
- C. During the term or extended term of this Agreement, Lessee shall have a right of first refusal to buy the Leased Premises, as follows: City agrees, for itself and its successors and assigns ("successors"), not to sell, lease, or transfer ("transfer") the Leased Premises or any portion thereof to any person or entity during the term or extended term hereof without first giving written notice (the "Notice of Sale") to Lessee. The Notice of Sale shall include the complete terms of the proposed transfer, shall identify the proposed purchaser, lessee or transferee, and shall have attached thereto a photocopy of the bona fide offer and counteroffer, if any, duly executed by both City (or successor) and the prospective purchaser, lessee or transferee. For a period of ten (10) days after receipt by Lessee of the Notice of Sale, Lessee may give written notice (the "ROFR Notice of Exercise") to City (or successor) of Lessee's exercise of its right to purchase the Leased Premises on the same terms, price and conditions as set forth in the Notice of Sale. If Lessee gives a timely ROFR Notice of Exercise, then Lessee and City (or successor) will enter into a written agreement for Lessee to acquire the Leased Premises, with the same terms and at the same price as contained in the Notice of Sale. If Lessee does not give a timely Notice of Exercise there shall be a conclusive presumption that Lessee has elected not to exercise Lessee's rights hereunder, and City (or successor) may thereafter transfer the Leased Premises to the transferee upon the terms identified in the Notice of Sale; provided, however, that: (a) if there is any modification of (i) the property to be transferred, (ii) the sales price, rent or other consideration for the transfer, (iii) the identity of the transferee, or (iv) any other material term or condition contained in the Notice of Sale, or (b) if the transfer is not consummated within 180 days of the date of the Notice of Sale, then before consummating the transfer City shall give a new Notice of Sale to Lessee and the ROFR shall reapply to said transfer.

(Name of person signing Agreement)

did say that s/he is the _____

(Title of person signing Agreement)

of _____, a corporation validly existing under the laws of the state of _____; and that said instrument was signed on behalf of said corporation by authority of a resolution or bylaws of its Board of Directors; and said person acknowledged to me that said corporation executed the same.

NOTARY PUBLIC

Residing at _____

My commission expires _____

EXHIBIT A
MAP OF LEASED PREMISES

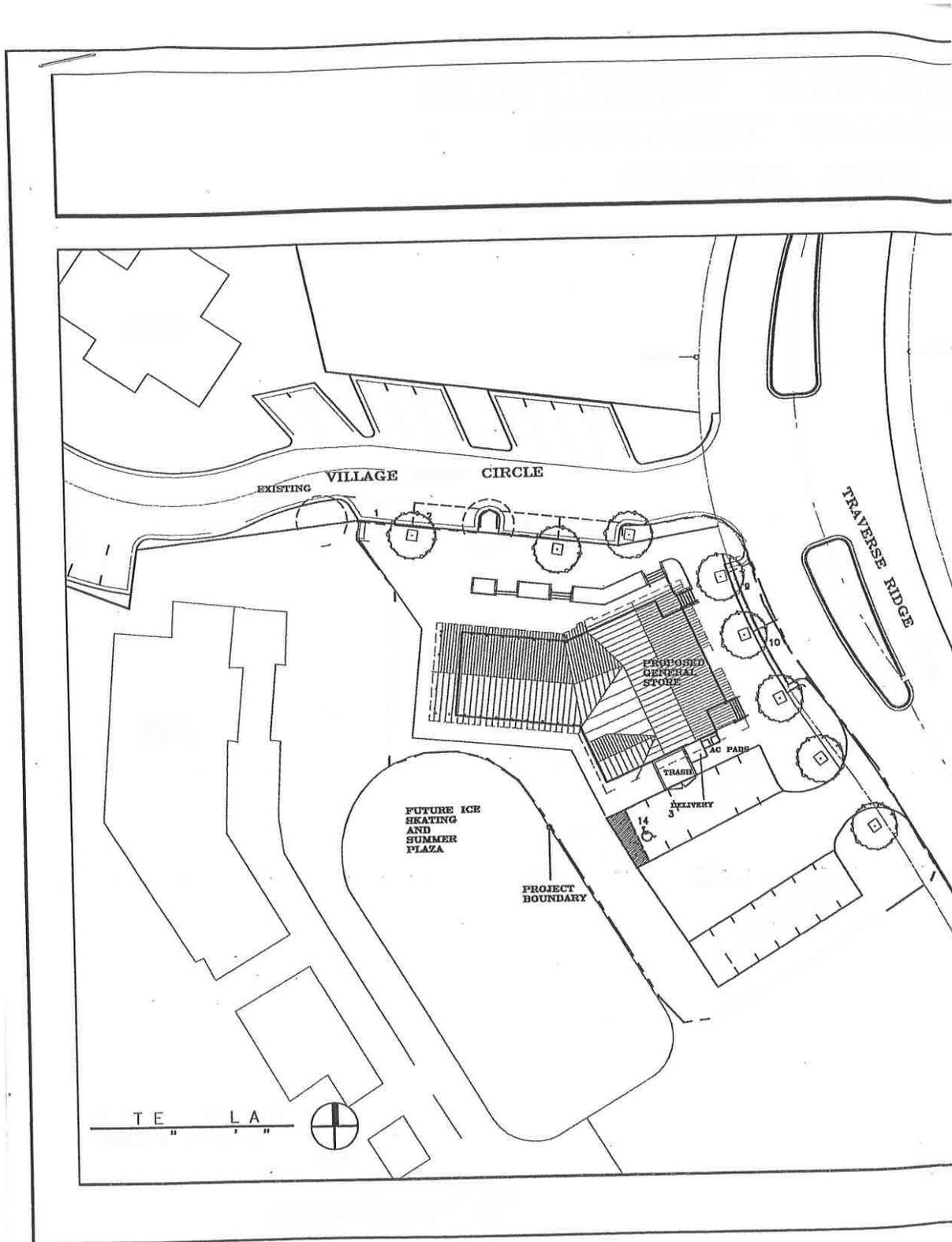


EXHIBIT B

APPROVED INITIAL IMPROVEMENTS

4848-4632-4246, v. 1

Return to Agenda

ITEM #7

REQUEST FOR COUNCIL ACTION

To:	<u>Mayor & City Council</u>
From:	<u>Russell Fox</u>
Date:	<u>October 29, 2013</u> <u>Nov. 12, 13</u>
Subject:	<u>Approve Resolution No. 13-54 appointing Trustees to the Suncrest Owner's Association Board to act on behalf of Draper City</u>
Applicant Presentation:	<u>n/a</u>
Staff Presentation:	<u>Russell Fox, Assistant City manager</u>
RECOMMENDATION: Staff recommends the City Council approve resolution No. 13-54 appointing Trustees to the Owner's Association Board to act on behalf of Draper City.	
BACKGROUND AND FINDINGS: When the city purchased the remaining properties in Suncrest, the city became the master developer and "Declarant". Because the city is now the Declarant, the City Council may appoint trustees to act on the city's behalf to the Suncrest Owner's Association Board. Attached to this report is a memo from the Suncrest Owners Association outlining the process and the individuals who applied and selected.	
PREVIOUS LEGISLATIVE ACTION: None	
FISCAL IMPACT: Finance Review: _____ None	
SUPPORTING DOCUMENTS: <ul style="list-style-type: none">• Memo from Suncrest Owners Association• Resolution 13-54	



To: Draper City
From: SunCrest Owners Association
Date: October 23, 2013
Re: Board Selection Process

On September 9, 2013 a flyer (see attached) was composed by one, possibly two Voting Delegates which was delivered to SunCrest residents through door-to-door solicitation. This flyer requested residents to participate in a survey and sign a petition which was to remove the current Draper City Declarant members from the SunCrest OA Board of Trustees.

On September 12th, Voting Delegate, Christine McClory sent an email to all Voting Delegates requesting a meeting on September 14th to:

- 1) Nominate a minimum of four (4) delegates and then vote by secret ballot to select a total of four (4) new board members to complete the current term.
- 2) Announce the newly appointed Board Members during the September 18th Board Meeting and thank the sitting Board members for their service.
- 3) Announce the survey results (see attached).

It appears that a total of eight (8) Voting Delegates out of twenty-eight (28) showed up for this meeting. It has also been noted that at least one Voting Delegate was asked to present a question to Paul Tonks during the next Board Meeting which disparaged his position as a Board of Trustee member in which she declined to address.

The SunCrest Board of Trustees conducted the regular scheduled board meeting on September 18th. The Voting Delegate(s) did not officially present their survey results or petition as Paul Tonks presented the process of turning over the board from Declarant control to Homeowner control. Paul stated three (3) seats would be open and would be filled by homeowners of the SunCrest Owners Association. Beginning as soon as possible, SunCrest OA will solicit volunteers to participate on the board appointed Nominating Committee and will accept requests until September 25th. At the same time, SunCrest OA will solicit and accept applications from homeowners that wished to participate as a Board of Trustee.

Immediately after the September 18th Board Meeting, SunCrest OA sent out a request for volunteers to participate on the Nominating Committee. This committee reviews, discusses and votes for Board Candidate slates to be presented to the Voting Delegates. This Nominating Committee meeting was conducted on October 1st. As such, a total of eleven (11) Board Candidates were reviewed and nine (9) candidates were selected by this committee.

On October 8th, SunCrest OA conducted "Meet the Candidates Night" in which the Board Candidates were given the opportunity to answer questions that were previously submitted by the Voting Delegates. Each Candidate was provided a two minute time period to introduce themselves and why they wanted to be a Board of Trustee member. Community Manager, Tod Bean was the moderator and each candidate had one minute to respond to questions that were provided by the Voting Delegates. At the conclusion of the meeting, the Voting Delegates remained to select the candidates for the open board seats.

However, it must be noted that five (5) Voting Delegates chose to run for the open board seats. They are:

- Doug Fowler
- Lisa Holcomb
- Larry Nilssen
- Amy Baird
- David James (alternate)

Based upon past elections, Voting Delegates that chose to run for an open board seat could not vote for themselves as it would be an inherent conflict of interest. That is, a person could not vote for themselves as this vote would be of personal benefit and not in the best interest of the constituents he/she represents. Furthermore, the following persons were not able to attend the meeting due to moving out of SunCrest or a scheduling conflict:

- Stuart Anderson (moved)
- Joe Destefano (scheduling conflict)
- Gary Bromley (resigned)
- Crista Powel (scheduling conflict)
- Scott Barrick (scheduling conflict)
- Eliana Walker (moved)

In determining that at least ten (10) Voting Delegates would not be able to represent their neighborhood, SunCrest OA tried to fill these open spots with past Voting Delegates and if unable to do so, solicit volunteers.

After the results were tallied, a small faction of residents believe the selection process was prejudiced. First, they believe each Voting Delegate that was running for an open board seat should have been able to choose a proxy. However, it was determined this would also be an inherent conflict of interest as it would be more than likely this Voting Delegate would choose someone that would vote for him/her on the basis of friendship and not what was in the best interest of the community.

Second, it was believed that each Voting Delegate that was not running for a board seat should have been able to choose their proxy if they were unable to attend. It must be noted that SunCrest OA tried to contact the Voting Delegates that moved out of SunCrest but did not receive a reply. However, three (3) Voting Delegates that could not make the meeting did submit names as their proxy which was approved.

Third, if an alternate Voting Delegate was not available (for example, if a neighborhood was allotted one Voting Delegate and two owners ran for this position, the person with the least amount of votes would be the alternate.) for each an every neighborhood, then all Alternate Voting Delegates should not participate.

Fourth, as quorum would have been achieved without the alternates their votes should not have counted. However, it was not known until the meeting began that quorum would be achieved. In the past, it has been difficult for Voting Delegates to be present in order to achieve quorum.

Lastly, it was perceived that some Voting Delegates were “pressured” into voting for certain candidates. However, the ballots submitted by these “influenced” Voting Delegates did not reflect this perception.

The results of the election are as follows:

Round 1 (Candidates that received 50% of the quorum vote in the 1st round were elected)

Amy Baird (elected with 844 votes)

Ben Crandall (removed with 176 votes)

Doug Fowler (made it to 2nd round)

Lisa Holcomb (removed with 153 votes)

Aimee Hudak (made it to 2nd round)

David James (made it to 2nd round)

Doyle Judd (elected with 566 votes)

Larry Nilseen (removed with 114 votes)

Tim Mawhinney (made it to second round)

Round 2

Doug Fowler (made it to 3rd round)

Aimee Hudak (made it to 3rd round)

Tim Mawhinney (made it to 3rd round)

David James (removed with lowest total of votes with 124)

Round 3

Doug Fowler (removed with lowest total of votes with 270)

Aimee Hudak (made it to 4th round)

Tim Mawhinney (made it to 4th round)

Round 4

Aimee Hudak defeated Tim Mawhinney 565 votes to 464

Therefore, the Board Candidates that were selected by the Voting Delegate were Amy Baird, Doyle Judd and Aimee Hudak. Each candidate above exhibits the proper skills and background in order to be a suitable Board of Trustee.

Highlights of each candidate are as follows:

Doyle Judd:

- Current member of the SunCrest Budget & Finance Committee since 2010
- Current Treasurer of The Cottages @ Eagle Point Homeowners Association
- Past Board Member of the Arroyo Roble Resort Council
- Past Board of Director member of the Joseph Smith Memorial Square Hospitality Corp.
- Past Board of Director for Famous Restaurants Inc.
- Partner, Tatum LLC
- Chief Financial Officer, The LoveSac Corporation
- Chief Financial Officer, Slaymaker Group, Inc.
- Controller, Natamas Coal Company
- Audit Senior, Supervisor Manager for Deloitte & Touche
- Master of Accountancy, Marriot School of Management, BYU
- Certified Public Accountant

Amy Baird:

- Current member of the SunCrest Budget & Finance Committee since 2010
- Current member of the SunCrest Covenants Committee since 2010
- Past Draper City Youth advisor
- Past Board Treasurer of The Cove @ Oak Vista
- Accountant for The Cottages @ Eagle Point Homeowners Association
- 20 years experience in accounting
- Kept residents updated on issues on suncrestresidents.blog

Aimee Hudak:

- Alpine School District PTA President
- Instrumental in working with the Alpine School District Transportation Department in regards to bus stops at SunCrest
- Heavily involved in SunCrest special events and programs
- Past SunCrest Voting Delegate

Despite the use of, and references to, Voting Delegates, quorum, election and so forth, the entire purpose of the process undertaken by the Suncrest OA was to involve as many community members as possible to provide Draper City with a slate of candidates from which it could choose, or determine not to choose, for appointment to the Suncrest Board. While some formalities were used, this selection process was not governed by the Association's bylaws but some of the procedures therein were incorporated to help ensure that there was an orderly manner, to the best of our ability, to conduct this meeting. It is critical to note that the voting results are not binding on Draper City. However, the votes speak for themselves as to who a representative group of owners feel would best serve on the Board. Again, Draper City can accept these suggested candidates, inquire further of these individuals, or select an entirely different group of people as appointees to the Board. Suncrest OA feels it did it best to present a slate of vetted candidates rather than just randomly making suggestions of individuals without going through any sort of process whatsoever.

In closing, the top three (3) candidates that were chosen have articulated their leadership skills, problem solving skills and most importantly, they all care about the SunCrest community. If you should have any questions in regards to the candidates, please do not hesitate to call or email Board President, Paul Tonks or Community Manager, Tod Bean.

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RESOLUTION NO. 13-54

A RESOLUTION OF THE DRAPER CITY COUNCIL APPOINTING TRUSTEES TO ACT ON BEHALF OF DRAPER CITY, THE DECLARANT IN SUNCREST'S DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS

WHEREAS, Draper City, as purchaser of property and the development rights in SunCrest is the successor-in-interest to Zions Bank and DAE Westbrook, and is now the Declarant named in the SunCrest Declaration of Covenants, Conditions, Easements and Restrictions ("Declaration"); and

WHEREAS, the Board of Trustees for SunCrest Owners Association, Inc. ("Association") is empowered to govern and administer the affairs of the Association and to establish rules and regulations from time to time, and has adopted Bylaws pursuant to its powers; and

WHEREAS, the Declaration and Association Bylaws provide that the Declarant, during the Declarant control period, has the right to appoint trustees in its sole and subjective discretion and that such trustees appointed by Declarant shall serve at its pleasure; and

WHEREAS, Declarant has determined that it would like to exercise its appointment powers to appoint members of the Association as trustees; however, such appointed trustees shall continue to serve at the sole pleasure of Declarant and may be replaced in Declarant's sole and subjective discretion; and

WHEREAS, Declarant deemed it appropriate to seek SunCrest OA member (delegate) input as to potential members of the Association to appoint as trustees and the Association utilized a variation of the voting procedures as set forth in the Bylaws, as guidance, to conduct an unofficial vote of the members to obtain the sought-after input of such members; and

WHEREAS, Declarant is under no obligation to accept those individuals the members voted as potential trustee appointees and, in other words, the vote of the members designating those individuals that the membership would like to be appointed as trustees is nothing more than a vetted suggestion to the Declarant; and

WHEREAS, Declarant has given such vote of the members due consideration; and

WHEREAS, by appointing members as trustees, Declarant is not waiving or surrendering any of its enumerated Declarant rights, including but not limited to, its rights to appoint trustees, its Class B memberships, or its rights to annex additional property; and

WHEREAS, Declarant wants to make it abundantly clear that exercising its right to appoint members as trustees shall in no way be construed as a turnover of control of the Association to the membership;

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

Pursuant to Article III, Section 3.3 of the Association Bylaws, Declarant hereby appoints, without relinquishing any of its enumerated and retained Declarant rights as contained in the Declaration and Bylaws, the following individuals as trustees to serve on the Board of Trustees at the Declarant's sole and subjective discretion and pleasure

1. Amy Baird
2. Aimee Hudak;
3. Doyle Judd.

Declarant hereby incorporates the foregoing recitals herein by reference and acknowledges that it has accepted the recommendations of the membership of the Association in making this appointment.

The undersigned hereby certifies and attests that this appointment of trustees has been duly adopted by the Declarant and shall become effective immediately upon passage.

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

ATTEST:

DRAPER CITY

Rachelle Conner, City Recorder

Mayor Darrell H. Smith, Authorized
Representative of Declarant

[Return to Agenda](#)

ITEM #8

REQUEST FOR COUNCIL ACTION

To: Mayor & City Council

From: Dennis Workman

Date: 11-5-13 for 11-12-13 CC hearing

Subject: Steep Mountain Church Zone Change

Staff Presentation: Dennis Workman

RECOMMENDATION:

To approve Ordinance 1070, as recommended by the Planning Commission.

BACKGROUND AND FINDINGS:

This is a request for a zone change from OS (Open Space) to R3 (third-acre residential) on 2.34 acres of city-owned property within the Centennial Heights B plat. The subject property is located on the north side of Steep Mountain Park which, unlike the south side of the park, is unimproved natural open space. The rezone is being done to accommodate development on the site for a new LDS Church meeting house. The use category *Church or place of worship* requires a conditional use permit in the R3 zone, which request will run concurrently with the site plan application after the rezone process has been completed. The Planning Commission has reviewed this proposal and sends a positive recommendation with the following findings:

1. That Section 9-5-060 of the Draper City Code allows for the amendment of the City's zoning map.
2. That the proposed amendment is consistent with the goals, objectives and policies of the City's General Plan, which include the following:
 - a. Create a balanced community where residents can live, work and play, and have their essential needs met.
 - b. Encourage development and maintenance of quality development projects.
 - c. Establish and implement a basic service and facility improvement plan including schools, library, recreation and other desirable amenities.
 - d. Achieve orderly land development patterns which provide for compatible, functional, cost-effective development.
3. That all five findings for a zone change, as contained in 9-5-060(e), are satisfied.
4. That adequate facilities and services exist to serve the subject property, including but not limited to roadways, parks and recreation facilities, police and fire protection, schools, storm water drainage systems, water supplies, and waste water and refuse collection.
5. That the proposed zone change is harmonious with the overall character of existing development in the vicinity of the subject property.
6. That the proposed amendment would not adversely affect adjacent property or the character of the neighborhood.

Though not made by the PC, the following finding is also significant: Section 62L-5-201 of the Utah State Code affirms that "a government entity may not impose or implement a land use regulation in a manner that imposes a substantial burden on a person's free exercise of religion." This clause is interpreted to mean that even without the zone change, it is legal for a church to be built on the property.

PREVIOUS LEGISLATIVE ACTION:

October 3, 2013: Planning Commission reviewed and recommended approval on a vote of 5-0.

FISCAL IMPACT: Finance Review: _____

- This rezone anticipates the construction of a new LDS meeting house on 5.34 acres that is currently part of Steep Mountain Park.

SUPPORTING DOCUMENTS:

- Ordinance 1070
- Staff Report to PC, with maps
- Minutes from PC hearing Oct. 3, 2013 and Parks and Trails meeting Oct. 5, 2011

ORDINANCE NO. 1070

AN ORDINANCE AMENDING THE DRAPER CITY ZONING MAP CHANGING THE ZONING OF APPROXIMATELY 2.34 ACRES LOCATED WITHIN DRAPER CITY, STATE OF UTAH, FROM OS (OPEN SPACE) TO R3 (THIRD-ACRE RESIDENTIAL), OTHERWISE KNOWN AS THE STEEP MOUNTAIN CHURCH ZONE CHANGE

WHEREAS, the City has received a request submitted by the authorized agent of the subject parcel requesting certain described real property in Draper City, Salt Lake County, State of Utah, be rezoned; and

WHEREAS, the Planning Commission has reviewed and made a recommendation to the City Council concerning the proposed zoning change and amendment to the Official Zone District Map of Draper City, and the City Council has found the proposed zoning change to be consistent with the City’s General Plan; and

WHEREAS, all appropriate public hearings have been held in accordance with Utah law to obtain public input regarding the proposed revisions to the Zone District Map.

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

Section 1. Zoning Map Amendment. The following described real property located at 365 E. Steep Mountain Dr. within Draper City, Salt Lake County, State of Utah, previously zoned OS as shown on the Draper City Zone District Map, hereinafter referred to as “the property,” is hereby changed and rezoned to R3:

See Exhibits A and B

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

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

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

ATTEST: DRAPER CITY

By: _____ By: _____
City Recorder Mayor

EXHIBIT A

Steep Mountain Zone Change Description.

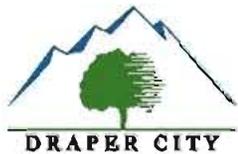
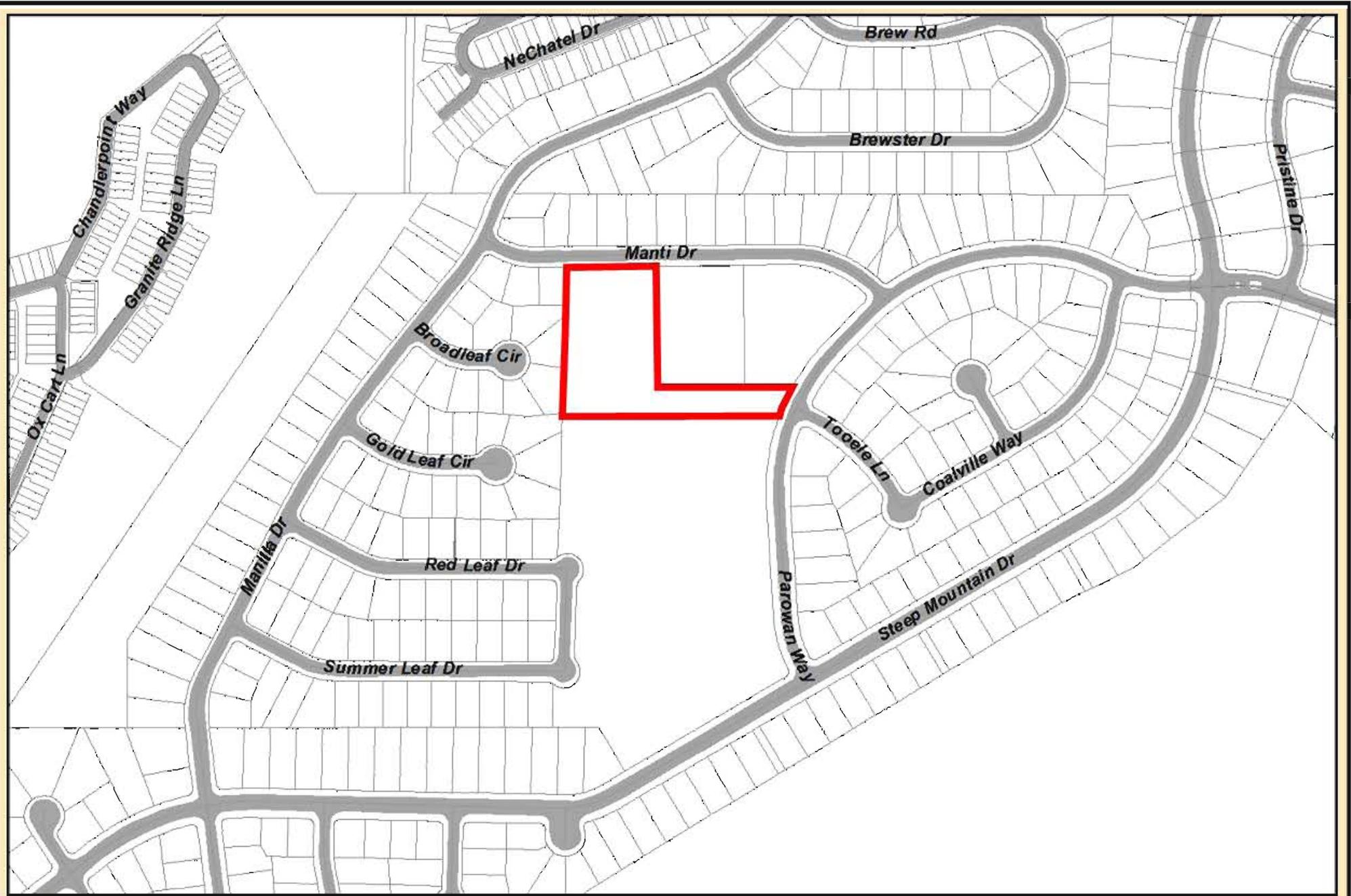
Beginning at a point on the west property line of parcel number 34-07-452-001 parcel being know as Steep Mountain Park, Point Being N 01°94'23" E 775.717 Ft more or less from the south quarter corner of Section 7 T4S R1E to the SE corner of LOT 38 of the Highlands at South Pointe Subdivision. (Recorded 12/19/2002 Book 2002P Page 367 at the Salt Lake County Recorder's Office.) Thence N 01°90'83" E 26.543 Ft more or less along the east property line of Lot 38 of the Highlands at South Pointe Subdivision to the point of Beginning. (Thence running these 10 call outs)

- 1) N 01°90'88" E 84.924 Ft more or less thence,
- 2) N 01°90'87" E 131.578 Ft more or less thence,
- 3) N 01°90'89" E 24.022 Ft more or less thence,
- 4) N 01°90'88" E 95.088 Ft more or less thence,
- 5) N 89°41'25" E 219.181 Ft more or less thence,
- 6) S 00°59'37" E 299.996 Ft more or less thence,
- 7) N 89°40'60" E 217.801 Ft more or less thence,
- 8) N 89°40'59" E 119.732 Ft more or less thence,
- 9) To a Curve to the Left along a radius of 46.096 Ft (Bearing S 26°66'97" W 46.096 Ft and an arc length of 46.111 Ft) thence,
- 10) S 90°00'00" W 550.282 Ft more or less to the point of beginning.

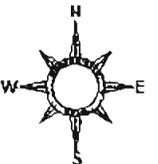
EXHIBIT B



Call	Direction	Distance	Delta	Radius	Tangent	Arc Length	Side
1	N 1.9423 E	775.717					
2	N 1.9083 E	26.543					
3	N 1.9088 E	84.924					
4	N 1.9087 E	131.578					
5	N 1.9089 E	24.022					
6	N 1.9088 E	95.088					
7	N 89.4125 E	219.181					
8	S 0.5937 E	299.996					
9	N 89.4060 E	217.801					
10	N 89.4059 E	119.732					
11	S 26.6697 W	46.096	5.0028	528.094	23.07	46.111	L
12	S 90.0000 W	550.282					



Vicinity Map for Steep Mountain Church Zone Change





Community Development Department
1020 East Pioneer Road
Draper, UT 84020
(801) 576-6539 Fax (801) 576-6526

STAFF REPORT
September 20, 2013

To: Planning Commission
Business Date: October 3, 2013

From: Development Review Committee

Prepared by: Dennis Workman, Planner II
Community Development Department

Re: **Steep Mountain Church Zone Change**
Application No.: 130920-365E
Applicant: Draper City
Location: 365 E. Steep Mountain Dr.
Zoning: Open Space (OS)
Parcel Size: 2.34 acres
Request: Zone change from OS to R3

BACKGROUND

This is a request for a zone change from OS (Open Space) to R3 (third-acre residential) on 2.34 acres of city-owned property within the Centennial Heights B plat. The subject property is located on the north side of Steep Mountain Park which, unlike the south side of the park, is unimproved natural open space. The rezone is being done to accommodate development on the site for a new LDS Church meeting house. The use category *Church or place of worship* requires a conditional use permit in the R3 zone, which request will run concurrently with the site plan application after the rezone process has been completed.

ANALYSIS

General Plan. The land use element of the general plan designates the property as Open Space/Parks. While R3 is not the perfect fit for this land use designation, the subject property includes three acres of existing R3 that will be included in the anticipated development. As such, staff does not recommend a change to the land use plan. The use category *Church or place of worship* requires a conditional use permit in the R3 zone, which request will run concurrently with site plan review of the church.

Criteria For Approval. The criteria for review and potential approval of a Zoning Map Amendment request is found in Section 9-5-060(e) of the Draper City Municipal Code. This section depicts the standard of review for such requests as:

- (e) Approval Standards. A decision to amend the text of this Title or the zoning map is a matter committed to the legislative discretion of the City Council and is not controlled by any one standard. However, in making an amendment, the City Council should consider the following factors:

- (1) Whether the proposed amendment is consistent with goals, objectives and policies of the City's General Plan;
- (2) Whether the proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property;
- (3) Whether the proposed amendment is consistent with the standards of any applicable overlay zone.
- (4) The extent to which the proposed amendment may adversely affect adjacent property; and
- (5) The adequacy of facilities and services intended to serve the subject property, including but not limited to roadways, parks and recreation facilities, police and fire protection, schools, storm water drainage systems, water supplies, and waste water and refuse collection.

Planning Staff. The subject property abuts R3 zoning on east, west and north. In fact, the Highlands at South Point subdivision and the Centennial Heights B and C subdivisions, all of which are zoned R3, encompass the entire park area. As such, increasing the amount of R3 zoning in this area is appropriate. Staff has reviewed this request against the standards listed above and finds that R3 zoning on the subject property is in harmony with the character of existing development in the area, and that it would have no adverse affect on adjacent property. Moreover, rezoning to accommodate the development of a *Church or place of worship* in this neighborhood promotes the goals and objectives of the city's General Plan.

City Engineer. In an e-mail dated September 23, 2013, Troy Wolverton states that he has reviewed the subject zoning map and text amendment and recommends approval.

Fire Marshal. Don Buckley with the Unified Fire Authority states that the fire department has no concerns with the zone change but will want to review plans at the building permit stage.

STAFF RECOMMENDATION

Staff recommends that the Planning Commission send a positive recommendation to the City Council regarding the Steep Mountain Park zone change request, application 130920-365E, based on the following findings:

1. That Section 9-5-060 of the Draper City Code allows for the amendment of the City's zoning map.
2. That the proposed amendment is consistent with the goals, objectives and policies of the City's General Plan, which include the following:
 - a. Create a balanced community where residents can live, work and play, and have their essential needs met.
 - b. Encourage development and maintenance of quality development projects.
 - c. Establish and implement a basic service and facility improvement plan including schools, library, recreation and other desirable amenities.
 - d. Achieve orderly land development patterns which provide for compatible, functional, cost-effective development.
3. That all five findings for a zone change, as contained in 9-5-060(e), are satisfied.
4. That adequate facilities and services exist to serve the subject property, including but not limited to roadways, parks and recreation facilities, police and fire protection, schools, storm water drainage systems, water supplies, and waste water and refuse collection.
5. That the proposed zone change is harmonious with the overall character of existing development in the vicinity of the subject property.
6. That the proposed amendment would not adversely affect adjacent property or the character of the neighborhood.

MODEL MOTION

Sample Motion for Positive Recommendation. “I move we forward a positive recommendation to the City Council regarding the city-initiated Steep Mountain Church zone change request, application 130920-365E, based on the findings listed in the staff report dated September 20, 2013, and the following additional findings:”

1. List additional findings, if any.

Sample Motion for Negative Recommendation. “I move we forward a negative recommendation to the City Council regarding the Steep Mountain Church zone change request, application 130920-365E, based on the following findings:”

1. List findings.

DEVELOPMENT REVIEW COMMITTEE ACKNOWLEDGEMENT

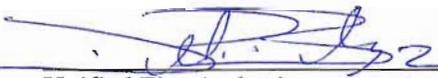
We, the undersigned, as duly appointed members of the Draper City Development Review Committee, do acknowledge that the application which provides the subject for this staff report has been reviewed by the Committee and has been found to be in substantial compliance with the terms of the DCMC and therefore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



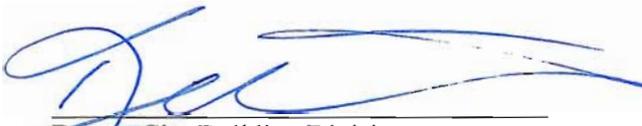
Draper City Engineering Division



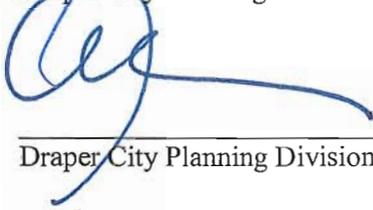
Draper City Operations Division



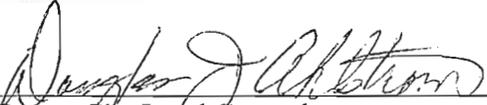
Unified Fire Authority



Draper City Building Division



Draper City Planning Division



Draper City Legal Counsel

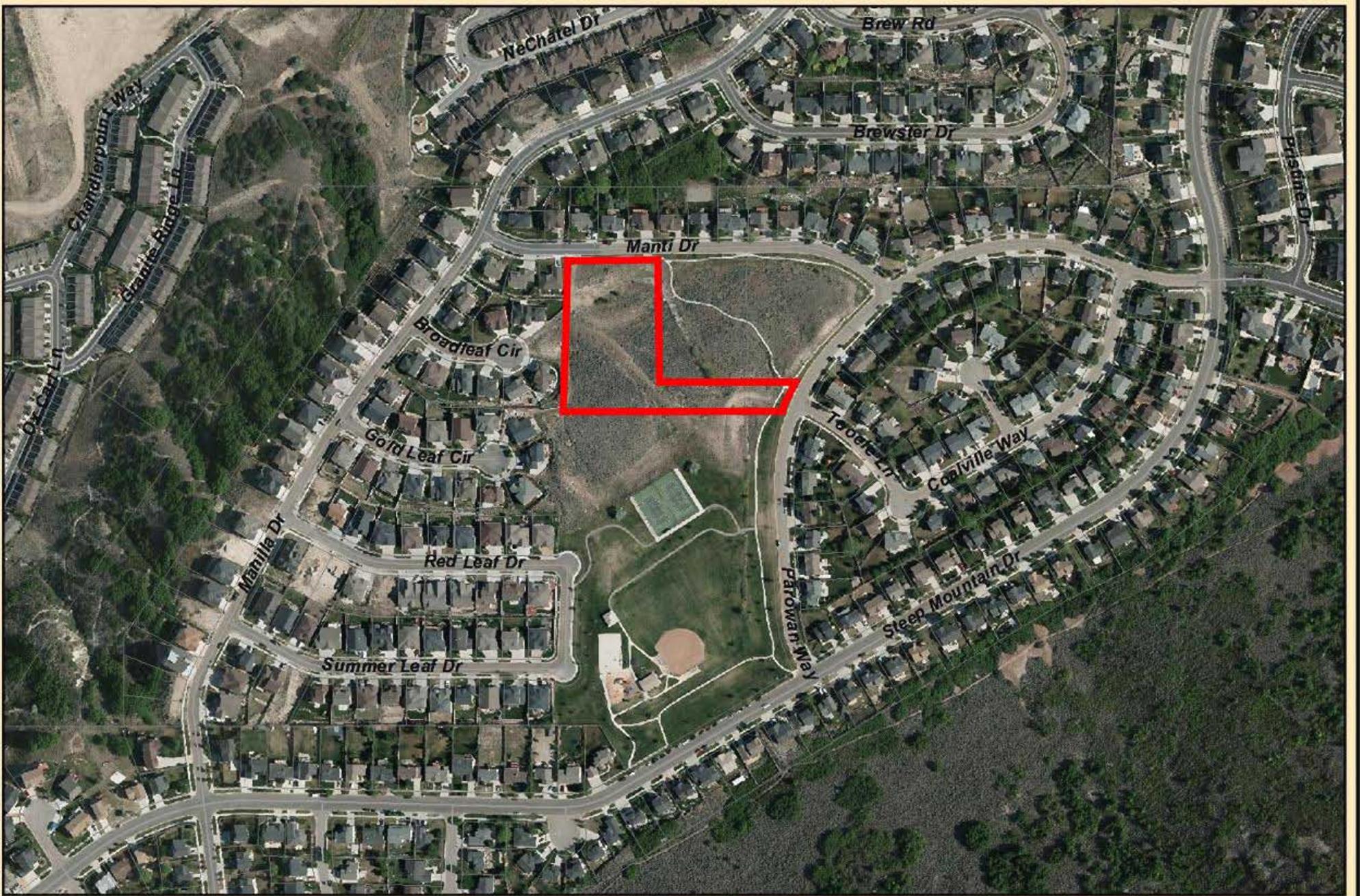


Land Use Map for Steep Mountain Church Zone Change

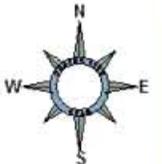


Zoning Map for Steep Mountain Church Zone Change





Aerial Map for Steep Mountain Church Zone Change



MINUTES OF THE DRAPER CITY PLANNING COMMISSION MEETING HELD ON THURSDAY, OCTOBER 3, 2013 IN THE DRAPER CITY COUNCIL CHAMBERS

“This document, along with the digital recording, shall constitute the complete minutes for this Planning Commission meeting.”

PRESENT: Chairperson Drew Gilliland; Planning Commissioners Andrew Adams, Jeff Head, Craig Hawker, Leslie Johnson, Kent Player, and Marsha Vawdrey. Alternate Member Traci Gundersen

STAFF PRESENT: Doug Ahlstrom, Keith Morey, Troy Wolverton, Dan Boles, Dennis Workman, and Angie Olsen.

ALSO PRESENT: Roll on File

Study Meeting:

[6:08:46 PM](#)

Study Business Items: The commissioners reviewed the applications for the business meeting and addressed questions to staff members.

Business Meeting:

Chairperson Gilliland explained the rules of public hearings and called the meeting to order at [6:38:11 PM](#).

[6:38:54 PM](#)

1.0 Action Item: On the request of Richard Welch, representing Garbett Homes for approval of Land Use and Zoning Map Amendments of 9.02 acres at approximately 12052 South 300 East. The applicant is proposing to change the General Plan map from Low Density Residential to High Density Residential and changing the zoning designation from A5 Agriculture to RM2 Multiple Family Residential. The application is otherwise known as the *Smith Property Land Use and Zoning Map Amendments Request, Application #130822-12052S.* This item was continued from the September 19, 2013 Planning Commission meeting.

[6:39:45 PM](#)

1.1 Commissioner Player suggested a member of staff summarize the Traffic Impact Study relative to the application.

[7:02:43 PM](#)

- 1.17 **Vote on the Zoning Map Amendment:** A roll call vote was taken with Commissioners Johnson, Head, and Vawdrey voting in favor of forwarding a negative recommendation to the City Council regarding the Zoning Map Amendment. Commissioners Player and Hawker voted in opposition to the motion. The motion carried on a three to two vote and a negative recommendation was forwarded to the City Council.

[7:02:57 PM](#)

At this point of the meeting Commissioner Hawker and Commissioner Adams switched voting spots.

[7:03:29 PM](#)

- 2.0 **Public Hearing: On the request of Draper City, for approval of a Zoning Map Amendment of 2.34 acres at 365 E. Steep Mountain Drive from the OS Open Space zone to R3 Third-Acre Residential zone. This application is otherwise known as the Steep Mountain Church Zone Change Request, Application #130920-365E.**

[7:03:59 PM](#)

- 2.1 Chairperson Gilliland stated that he lived in the area of the subject property so he is very familiar with the neighborhood, but that will not be a factor when considering this application. He added he is not a voting member of the Planning Commission.

[7:04:10 PM](#)

- 2.2 **Staff Report:** Using the aid of a PowerPoint presentation and his staff report dated September 20, 2013, Planner Dennis Workman reviewed the details of the proposed application. He explained this is a request for a zone change from OS (Open Space) to R3 (third-acre residential) on 2.34 acres of City-owned property within the Centennial Heights B plat. He explained the LDS Church would like to construct a meeting house on a 5.34 acre parcel, which includes the subject property; a *Church or place of worship* requires a conditional use permit in the R3 zone and three of the acres are already zoned R3. He stated this request is to rezone the remaining 2.34 acres in order to accommodate the project. He reviewed an aerial photograph of the area and identified the location of the subject property.

[7:06:28 PM](#)

- 2.3 Commissioner Player inquired as to the status of the property below the additional open space. Mr. Workman continued his review of the aerial photograph and noted the City property is developed up to the tennis court and everything from the tennis court to Manti Drive is in a natural state and it includes a few walking trails. He noted there is no need to recommend a change to the master plan because there is already a significant amount of R3 zoning in the area. He then reviewed photographs of the property reiterating it is in a natural state and he concluded staff recommends approval of the application based on the findings listed in the staff

report. He stated there were two comments submitted to the City and both are in opposition to the application; one was from Steve Prior at 14852 Manila Drive and the other by Mike Reisen at 283 Red Leaf. He added those comments have been provided to the Planning Commission.

[7:07:59 PM](#)

2.4 Commissioner Vawdrey referenced the aerial map for the area and asked who owns the remainder of the open space property. Mr. Workman stated the City owns all of the open space property and the LDS Church is seeking to buy the 2.34 acre portion that is shaped like a flag. Commissioner Vawdrey asked if the developed park belongs to the City, to which Mr. Workman answered yes.

[7:08:58 PM](#)

2.5 Chairperson Gilliland opened the public hearing.

[7:09:10 PM](#)

2.6 Steve Prior, 14852 Manila Drive, stated he lives in the area and he is concerned about traffic on Manila; he walks his dog in the park and he is opposed to any development of the property because it is such a beautiful, natural area. He stated that he believes in 20 or 30 years people would be very happy to have open space in the area; it is a great place for kids to play. He stated he completely opposes any development of the property.

[7:09:52 PM](#)

2.7 Joe Kezzick stated he also lives on Manila Drive and he agrees with Mr. Prior; it would be difficult to accommodate additional traffic generated by the development. He stated it will eventually be necessary to install a traffic signal at the intersection of Manila Drive and Traverse because the area is treacherous as it is right now. He stated increased Sunday traffic would result in it taking him 45 minutes to get in or out of his neighborhood at that intersection. He stated he does not believe the land needs to be developed into anything and it should remain open space. He added on his way over here he noticed 11 church steeples and he can stand on the subject property and see three of them. He stated he questions why another church is needed in such close proximity to so many other churches that are already available. He stated he understands the people in his neighborhood would likely not be able to use the church and it would instead accommodate church members from other locations.

[7:11:59 PM](#)

2.8 Kelly Hansen stated his property borders the southeast corner of the subject property and the photos that were shown by Mr. Workman do not show how steep the property is and he wondered if the LDS Church has conducted any sort of property retention study. Chairperson Gilliland stated those types of studies will be required during future steps of the process and tonight the Planning Commission is simply considering a rezone request. Mr. Hansen stated he would echo Mr.

Kezzick's comment about traffic in the area and noted a lot of people do not realize that the church is used all day on Sunday and that traffic would greatly impact the area. He added that when he built his home he was told the subject property would remain open space and he has concerns about retention of the property and he stated his second concern is that the area is used as a major walkway by children walking to their school bus stops. He then asked if there is a plan to add an access point to the top portion of the property and if that is why it is shaped like a flag.

Chairperson Gilliland stated the flag shaped parcel is simply the area that would need to be rezoned to accommodate the church and the shape is not based on access. Mr. Hansen then stated some of the neighbors that have been involved in trying to bring the church to the area have also stated there were plans to expand the City park to the southern border of the property and he asked if that is correct.

Chairperson Gilliland stated the Planning Commission cannot answer that question at this time. Mr. Hansen asked what would happen to the open space between the tennis court and the subject property. Chairperson Gilliland stated this application has absolutely no effect on that property. Mr. Hansen stated he would ask that the Planning Commission table the application until the plans of the church are clear and it is possible to see if they have plans to provide for retention of the property where it is very steep. He stated he feels additional study is necessary.

7:15:31 PM

2.9 Don Atrum state his house is on the corner of Tooele and Parowan Way and this project would impact him. He stated the subject property has been vacant for a long time and he would like to see it remain vacant. He stated he knows that is not likely, but he does not want to see it developed into high density housing and in his opinion the church would be the best neighbor. He stated the church will draw traffic, but the traffic going down Manti Drive to the intersection will likely be reduced because of the distribution of the people in the area that will no longer be heading down Steep Mountain Drive. He reiterated he believes the church would be the best type of development for the property.

7:16:33 PM

2.10 There being no additional persons appearing to be heard, Chairperson Gilliland closed the public hearing.

7:16:42 PM

2.11 Commissioner Head made a motion to forward a positive recommendation to the City Council regarding the city-initiated Steep Mountain Church zone change request, application 130920-365E, based on the findings listed in the staff report dated September 20, 2013. Commissioner Player seconded the motion.

Findings:

1. That Section 9-5-060 of the Draper City Code allows for the amendment of the City's zoning map.
2. That the proposed amendment is consistent with the goals, objectives and

policies of the City's General Plan, which include the following:

- a. Create a balanced community where residents can live, work and play, and have their essential needs met.
 - b. Encourage development and maintenance of quality development projects.
 - c. Establish and implement a basic service and facility improvement plan including schools, library, recreation and other desirable amenities.
 - d. Achieve orderly land development patterns which provide for compatible, functional, cost-effective development.
3. That all five findings for a zone change, as contained in 9-5-060(e), are satisfied.
 4. That adequate facilities and services exist to serve the subject property, including but not limited to roadways, parks and recreation facilities, police and fire protection, schools, storm water drainage systems, water supplies, and waste water and refuse collection.
 5. That the proposed zone change is harmonious with the overall character of existing development in the vicinity of the subject property.
That the proposed amendment would not adversely affect adjacent property or the character of the neighborhood.

7:17:14 PM

2.12 Commissioner Head stated he feels the fact that the adjacent properties are already zoned R3 means that the chances are very high that the property will be developed. He stated he feels that allowing the construction of a church, which does not add more residential units the area, will actually lessen the traffic problems. He stated that knowing what he does know about the church, it is his understanding that they usually prefer for their members to have the option to walk to church and it is likely that having a church in the neighborhood will actually change traffic patterns on Sunday and other nights of the week. He stated he feels a church is a good use of the property.

7:18:19 PM

2.13 Commissioner Player stated there will be a site plan review step in the process and it will be necessary for the church to complete a lot of engineering work to accommodate the slope and other issues with the property. Chairperson Gilliland agreed and noted he is sensitive to the traffic concerns on Manila because it can be very congested. He stated those issues will be addressed at a future step in the development process.

7:19:22 PM

2.14 **Vote:** A roll call vote was taken with Commissioners Head, Vawdrey, Adams, Johnson, and Player voting in favor of forwarding a positive recommendation to the City Council.

Letters Pertaining to
Steep Mountain Church
Zone Change

Attention City Council:

As a Steep Mountain Resident

I oppose any further development

And changing 365 E. Steep Mountain Dr.

It should stay open space and AM

Sure future generations will look back

and say "Wow they thought this out."

Also, Staff received a phone call from Mike Riesen at 283 Redleaf Dr., who is opposed. His comments were:

- City should try to preserve Open Space; sad to see it diminishing
- A church will ruin the beautiful views
- Less open space means decreased property values

Thank you

Steve Prior
14852 MANILLA Dr
DRAPER

From: Aaron H. [ky43db@yahoo.com]
Sent: Friday, October 11, 2013 1:34 PM
To: Darrell Smith; Dennis Workman
Subject: Zone Change App. # 130920-365E

To whom it may concern,

I'm writing as a frequent user of the public parks and access of Steep Mountain in strong opposition to the Zone Change App. # 130920-365E to rezone 2.34 acres from OS to R3. I am not a resident there and have not been able to attend the public hearings.

The land proposed to be used to build a church is far too valuable to the community as a public resource for hiking, biking, exploring, and paragliding to be paved over and developed. One has to question having a church building at the edge of a development with limited access through a residential neighborhood instead of an area closer to roads and a higher density of houses. This land in question is home to a staggeringly beautiful view of the valley, and as an active LDS member, one knows that inside the "cookie cutter" church buildings, there is no view outdoors. All the windows are opaque or clouded in a way to render any appreciation of the view obsolete. Seems like a shame, when the building could be tucked away in another region that doesn't interfere with prized lands that can be enjoyed by others regardless of religious affiliation.

Please reconsider changing the zone for this area, and propose a different location for a church to be constructed.

Thank you for your time and consideration.

-Aaron Hinckley

Dear Mayor Smith and Mr. Workman,

I am writing this email to express my severe opposition to the zone change by Steep Mountain Park for a new ward house. I was unable to attend the last meeting due to working long hours as a nurse but will be at the meeting on Oct 15th. I am opposed to this zone change for a number of reasons that I will list below. I am a resident in the neighborhood on Manila Drive and construction of a large building will directly affect me and my family.

1. Open space. I go to the Steep Mountain Park several times per week with my daughter and one reason we use this park as opposed to any other park is the open feel and the incredible views of the mountains and city that it offers. Over the years of living in Utah I feel like every drop of land around us is getting developed or mined and there is hardly any open space left. It hurts my heart to think that the last bit of open land left in our community will be over developed just like anything else and a large brick building will stand in the way of our stunning views. The land that is there is not an eye sore as it simply looks like part of the mountain we live on so I am unsure as to why the ward house has to go here. It is a tiny area, a large church will not add anything to the open space. It's bad enough that just at the other end of my neighborhood, the mountain I live on, is getting chopped away by Geneva and now a small jewel tucked into our community will be destroyed as well. I understand that the ward behind the chevron is crowded but that doesn't mean that one needs to go smack in the middle of my neighborhood in a tiny area. Other solutions include more service times or building somewhere that is already developed. I can only imagine how tight and awful this development will be on that small piece of land. I absolutely do not want that land re-zoned for a ward house. I did not sign one petition that neighbors brought around and expressed my opposition at the neighborhood meeting that was held.

2. Traffic. The traffic going to and from this ward house will be a mess. The streets are very narrow and our neighborhood absolutely does NOT need more traffic. We have a lot of small children and more cars driving around would be dangerous and annoying. There are already frequent accidents at the intersection of Manila and Traverse Ridge and more cars entering and exiting the neighborhood will increase that. Not to mention adding a structure that brings a lot of traffic right next to a park with small children is a bad idea. Participants are encouraged to walk to church but let's be honest- most people more than a few feet away will drive so traffic all through the neighborhood will increase. We already have issues with speeding and more driving on our streets make me cringe.

3. Not beneficial to entire neighborhood. Although this may be hard to believe- there is actually a large portion of the neighborhood that is not LDS and this development will only benefit the half that is. I think it would be different if every member of the neighborhood could benefit from it but it will exclude half the neighborhood and being right next to the park non-LDS residents are likely to feel like the park is now the LDS church park.

So in conclusion I feel like a re-zone for an church will use material out of the mine that is ruining Draper, use precious open space, ruin views, add additional dangerous traffic and not benefit all residents. This is why my family and I are deeply opposed to the re-zoning. I would like to see additional ward houses that are needed placed somewhere else. Please take this into consideration.

Sincerely,

Becky, Justin and Bella Brim
102 Manilla Dr.
801-918-1211

Dear Sirs,

I'm writing as a resident of Steep Mountain in strong opposition to the Zone Change App. # 130920-365E to rezone 2.34 acres from OS to R3. I have not been able to attend the public hearings.

I live in this neighborhood where we are already losing open space on the West end of the mountain due to mining. I bring my child to the Steep Mountain Park adjacent to the property that the zone change is being requested for multiple times a week. We play in the open space looking for lizards and learning about the wild life and local plants. The thought of losing this last bit of safe, enclosed open space for our kids is severely disturbing. Not only that but it will ruin the unencumbered views of many residents and park goers. The proposed improvements by the church in no way offset what we will lose... I will never want another parking lot over more natural open space. This building will only benefit a small number of the residents of this neighborhood.

I've been impressed with the City's efforts in securing open space on the East side of Steep Mountain, and hope this extends to the little bits left within our already overdeveloping community. The needs of this neighborhood should come before those who will use the proposed church, most from outside of this neighborhood. There is a silent majority who have received no notice because they live outside the notification zone and are not church members who will benefit from this re-zoning. The small turnouts at these zoning hearings is largely due to lack of notification of the neighborhood and because of scheduling conflicts, not because of lack of opposition. I have no doubts that if everyone this actually affected in this neighborhood were aware, you would see a different turnout at least in opinion.

I also wanted to note the only reason I saw this notice was because as I was driving by on Manti Dr, I saw a yellow sign lying on the ground. When I went to investigate I saw the notice for the first hearing. It had obviously been pulled up, not knocked over by the wind, as the hole the stake was in was clean and not pushed to either side. It is ridiculous that this ONE sign is the only one for such a large parcel and that none were placed on the park side of the land, where people who use the area might actually see it.

Thank you for your time,

Loren Cox
67 E Manilla Dr

Dear Mayor Smith and Dennis Workman,

I strongly oppose the rezoning of 365 East Steep Mountain Drive from Open Space to R-3...This area should be left alone and never be allowed to put a well lit, commercial building in or around this neighborhood!

The LDS members are looking for a ward closer so they do not have to drive so far to attend services. I understand their wishes to be closer to home but I also believe the church should put much more thought into the structuring of their members boundaries. There is already a church barely two golf shots (a couple hundred yards) Northwest of this location! If the church is so full of members and nowhere else to go and building a new one is necessary then I see plenty of open property less than two miles away from this location, all along Highland Drive to the North and South of this location as well as all along Bangerter that would accommodate a church or a structure necessary to house it's members.

The residents here bought their homes on this hill for the aesthetics of this neighborhood, the mountain and valley views, as well as the wildlife that roams freely here! A commercial building is not conforming to this location!

I sincerely ask that if Draper City desires to help the members out with a new church that you seriously consider the all of the vast, open property located along Highland Drive and or Bangerter! There is plentiful space less than two miles from this location!

There have been a few meetings in Draper City Hall that several residents around this area have not been aware of...Some of the posted yellow signs have been knocked down and sometimes removed. We all need a chance to become more informed and not allow this re zoning to be rushed rather allow everyone ample time to become more aware and informed so we all can agree on a better solution!

Please ask the LDS Church and it's members to look into a more conforming area for a building of this stature and Please...Do not allow this property to be re zoned!

Thank you all for your time and consideration.

Sincerely,

Guy Wasescha, Realtor, ABR, SFR

**Equity Real Estate
15178 Steep Mountain Drive
Draper, Utah, 84020
801-230-5997**

<http://www.RealtySLC.com>

**Accredited Buyers Representative
Short Sale and Foreclosure Representative**



PARKS, TRAILS, AND RECREATION COMMITTEE
MINUTES

Notice is hereby given that the Draper City Parks and Trails Committee will hold a meeting on **Wednesday October 5, 2011 at Draper City Hall, Main Floor, Administration Conference Room, at 7:00 p.m.**

The agenda shall be as follows:

- 1) Public Comments
- 2) Approval of Minutes - *Approved*
- 3) Park and Trail Projects
 - a) Steep Mountain Park – Surplus Property – *recommend property surplus and add onsite parking and trade for park land in Draperville area.*
 - b) Mountain Bike Pocket Park Update – *starting next week*
 - c) Primitive Trail Construction Update - *completed, except for tunnel (needs to get down before end of the season)*
- 4) Review Proposed Developments
 - a) Black Sage Subdivision – *No issues*
 - b) Bangerter Crossing Lot 7 Site Plan – *No issues*
 - c) Jiffy Lube Site Plan – *No issues*
- 5) Other Business
 - a) MTB Mountain Bike Racing – *donated \$600; reviewed 2012 proposal*
 - b) Watershed/Animal Issues/Enforcement – *City considering closing down off-leash area; requiring permits for dogs; permit fees to pay for enforcement.*
 - c) *May need additional garbage receptacles for dog waste?*
 - d) *Need to re-establish hiking short cuts w/ signs on Ghost Falls (Greg to follow up)*
- 6) Follow Up Items
 - a) Risk Management Program (Steve/Greg)
 - b) Watershed/Animal Issues – add fencing at boundary of off-leash dog area (Greg)
 - c) Trail Events Policy
- 7) Meetings/Events
 - a) Next Meeting & Agenda Items

Return to Agenda

ITEM #9

REQUEST FOR COUNCIL ACTION

To:	Mayor & City Council
From:	Dennis Workman
Date:	11-5-13 for 11-12-13 CC Hearing
Subject:	Eastgate Subdivision Plat Amendment
Applicant Presentation:	Cindy Cobbley with the Thackery Company
Staff Presentation:	Dennis Workman

RECOMMENDATION:

To approve the amended plat, as recommended by the Planning Commission.

BACKGROUND AND FINDINGS:

In the fall of 2008, Lot 1 of the Factory Stores of America Subdivision was divided into Lots 101-104 under the application Eastgate Subdivision Plat Amendment. The purpose of this application is to amend Lots 101 and 103 by creating three new lots which will be called Lots 101a, 102a and 103a. Lot 101a will contain 2.55 acres, Lot 102a will contain 11.91 acres, and Lot 103a will contain 1.79 acres. Lot 101a will eventually be sold and developed as a hotel. Lot 103a, which is essentially the northern one-third of the mall building (aka the 1994 addition), will allow current tenant All-Star Bowling to purchase the property outright. Lot 102a will contain the remainder of the building and the existing parking lot. The Planning Commission approved this request based on the following findings:

1. That the proposed number of parking stalls on the overall site (1628) is adequate, as shown on the Hales Engineering parking study dated May 4, 2010.
2. That the proposed plat amendment will not be detrimental to the health, safety, or general welfare of persons or property within the area.
3. That there is good cause for the plat amendment, and that it will cause no material harm to the public or any person.
4. That the proposed plat amendment is amending a plat that has previously been approved by Draper City and properly recorded at Salt Lake County.
5. That the proposed plat amendment is in accordance with both the General Plan and the Zoning Ordinance of Draper City.

PREVIOUS LEGISLATIVE ACTION:

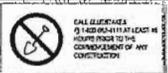
October 17, 2013: Planning Commission reviewed and recommended approval of the plat amendment request.

FISCAL IMPACT: Finance Review: _____

- This plat amendment creates separate parcels for All-Star Bowling and for a future hotel.

SUPPORTING DOCUMENTS:

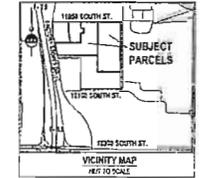
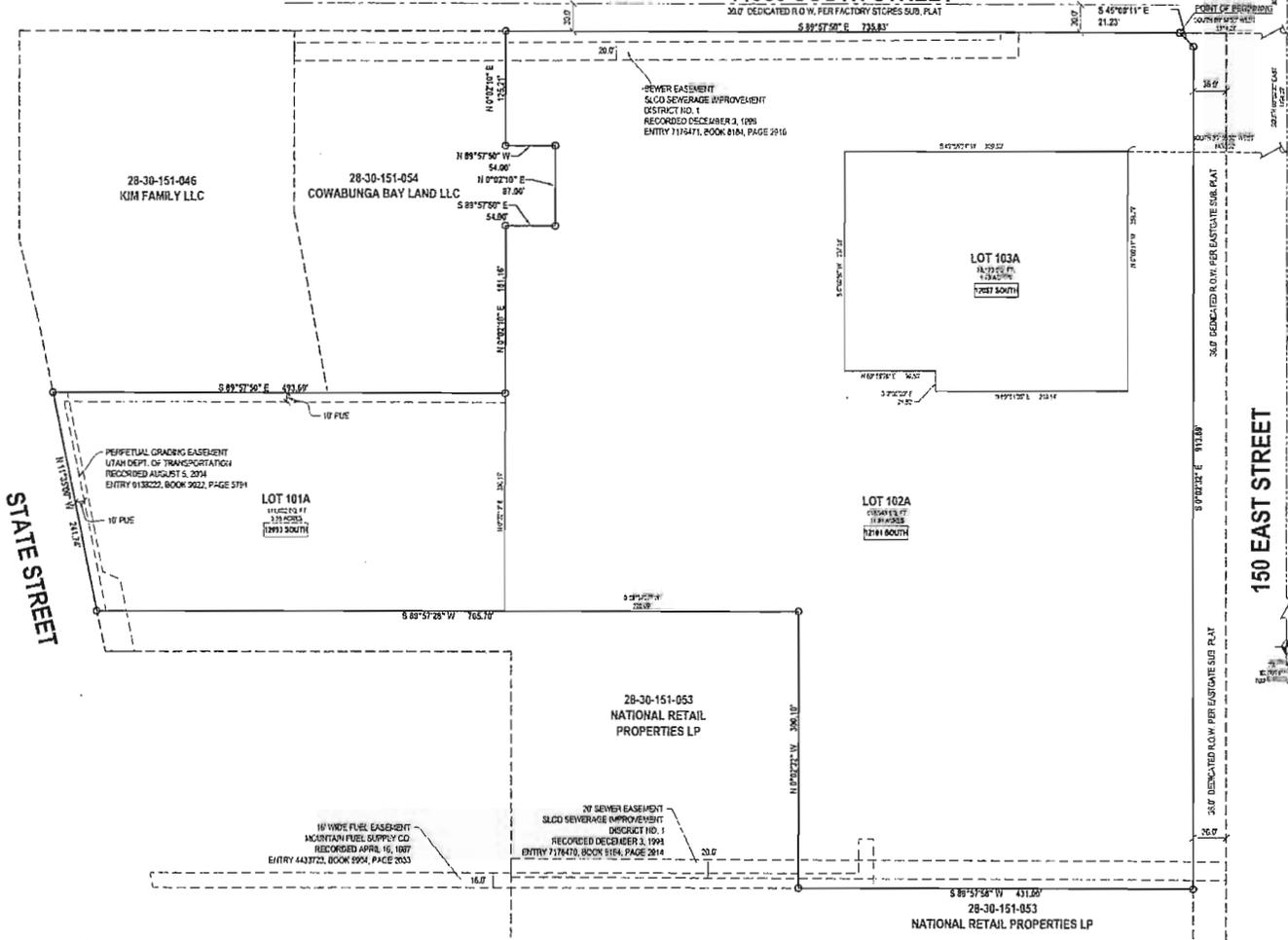
- Copy of Amended Plat
- Staff report to Planning Commission
- Aerial and zoning maps
- Minutes from Planning Commission hearing of October 17, 2013



EASTGATE SUBDIVISION AMENDED

AMENDING LOTS 101 AND 103 OF EASTGATE SUBDIVISION
LOCATED IN THE NORTHWEST QUARTER OF SECTION 30,
TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN
DRAPER CITY, SALT LAKE COUNTY, UTAH

11950 SOUTH STREET

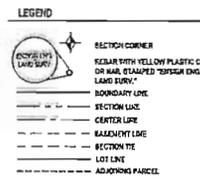


SURVEYOR'S CERTIFICATE

I, **DAVID R. BROWN**, Surveyor, do hereby certify that I am duly licensed and qualified to practice as a Surveyor in the State of Utah, and that I am the author of the above described plat, and that the same is a true and correct representation of the facts as shown to me by the parties thereto, and that I am not aware of any fraud or illegality in the execution of the same.

BOUNDARY DESCRIPTION

A PORTION OF LOTS 101 AND 103 OF EASTGATE SUBDIVISION, AS SHOWN HEREON, IS DESCRIBED AS FOLLOWS:
A PART OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SALT LAKE COUNTY, UTAH.
BEGINNING AT A POINT ON THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SALT LAKE COUNTY, UTAH, BEING THE INTERSECTION OF THE EAST LINE OF SAID QUARTER SECTION WITH THE WEST LINE OF SAID QUARTER SECTION, AND PROCEEDING S89°57'50\"/>



NOTES

1. THIS LOT LINE CORRECTS LOT 101 AND 103 AS SHOWN ON THE ORIGINAL PLAT OF SAID SUBDIVISION, AND IS NOT TO BE CONSIDERED AS A CHANGE IN THE BOUNDARIES OF SAID LOTS.
2. THE LOTS SHOWN ON THIS PLAT ARE TO BE CONSIDERED AS SEPARATELY OWNED UNLESS OTHERWISE INDICATED BY THIS PLAT.
3. THE BOUNDARIES OF LOT 101 AND 103 AS SHOWN ON THIS PLAT ARE TO BE CONSIDERED AS THE BOUNDARIES OF SAID LOTS.
4. THIS PLAT IS NECESSARY TO CORRECT THE PLAT OF SAID SUBDIVISION AS SHOWN ON THE ORIGINAL PLAT.
5. THIS PLAT IS NECESSARY TO CORRECT THE PLAT OF SAID SUBDIVISION AS SHOWN ON THE ORIGINAL PLAT.
6. THIS PLAT IS NECESSARY TO CORRECT THE PLAT OF SAID SUBDIVISION AS SHOWN ON THE ORIGINAL PLAT.
7. THIS PLAT IS NECESSARY TO CORRECT THE PLAT OF SAID SUBDIVISION AS SHOWN ON THE ORIGINAL PLAT.
8. THIS PLAT IS NECESSARY TO CORRECT THE PLAT OF SAID SUBDIVISION AS SHOWN ON THE ORIGINAL PLAT.
9. THIS PLAT IS NECESSARY TO CORRECT THE PLAT OF SAID SUBDIVISION AS SHOWN ON THE ORIGINAL PLAT.
10. THIS PLAT IS NECESSARY TO CORRECT THE PLAT OF SAID SUBDIVISION AS SHOWN ON THE ORIGINAL PLAT.

Oct 17, 2013
DAVID R. BROWN
SURVEYOR

OWNER'S DEDICATION

I, **NATIONAL RETAIL PROPERTIES LP**, do hereby dedicate to the public the easements shown on this plat, and I agree to defend, maintain, and repair the same at all times.

EASTGATE SUBDIVISION AMENDED

AMENDING LOTS 101 AND 103 OF EASTGATE SUBDIVISION
LOCATED IN THE NORTHWEST QUARTER OF SECTION 30,
TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN
DRAPER CITY, SALT LAKE COUNTY, UTAH

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF _____
DATE _____
BY _____
TITLE _____

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF _____
DATE _____
BY _____
TITLE _____

ACCEPTED AND APPROVED FOR THE STATE OF UTAH, DEPARTMENT OF HERITAGE AND ECONOMIC DEVELOPMENT, DIVISION OF LAND AND MINING, ON BEHALF OF THE PUBLIC, THIS 17th DAY OF OCTOBER, 2013, AT SALT LAKE CITY, UTAH.

DEVELOPER
DAVID SPECTOR
1165 EAST WILSON AVENUE
SALT LAKE CITY, UTAH 84143
801-487-6670
ATTN: CINDY COBBLEY

ENSIGN
SALT LAKE CITY
LATTON
SHEET 1 OF 1
SURVEY RECORDING DATA

EASEMENT APPROVAL
DATE _____
BY _____

SOUTH VALLEY SEWER DISTRICT APPROVAL
DATE _____
BY _____

PLANNING COMMISSION APPROVAL
DATE _____
BY _____

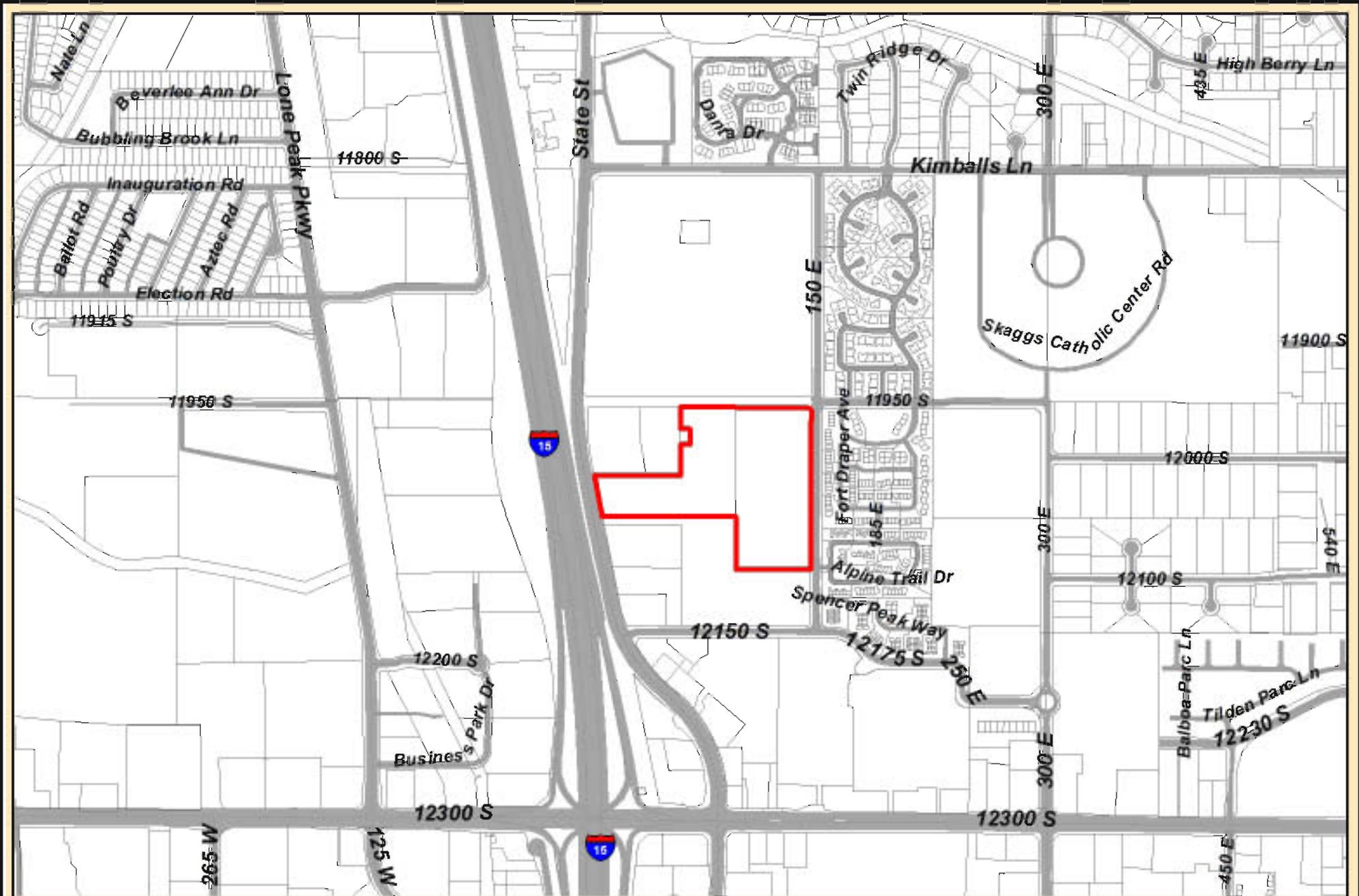
SALT LAKE VALLEY REAL INDEPENDENT APPROVAL
DATE _____
BY _____

UT/REGULATORY APPROVAL
DATE _____
BY _____

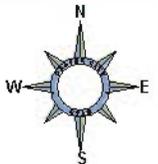
CITY MAYOR APPROVAL
DATE _____
BY _____

CITY COUNCIL APPROVAL
DATE _____
BY _____

EASTGATE SUBDIVISION AMENDED
AMENDING LOTS 101 AND 103 OF EASTGATE SUBDIVISION
LOCATED IN THE NORTHWEST QUARTER OF SECTION 30,
TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN
DRAPER CITY, SALT LAKE COUNTY, UTAH



Vicinity Map for Eastgate Plat Amendment





Community Development Department
1020 East Pioneer Road
Draper, UT 84020
(801) 576-6539 Fax (801) 576-6526

STAFF REPORT

October 4, 2013

To: Planning Commission
Hearing Date: October 17, 2013

From: Dennis Workman, Planner II
Community Development Department

Re: **Eastgate Subdivision Amended (#2)**

Application No.: 130923-12093
Applicant: Cindy Cobbley
Project Location: 12093 S. State Street
Zoning: Regional Commercial (CR)
Acreage: 16.25 acres
Request: Approval to amend Lots 101 and 103 of the Eastgate Subdivision

BACKGROUND

In the fall of 2008, Lot 1 of the Factory Stores of America Subdivision was divided into Lots 101-104 under the application Eastgate Subdivision Plat Amendment. The purpose of this application is to amend Lots 101 and 103 by creating three new lots which will be called Lots 101a, 102a and 103a. Lot 101a will contain 2.55 acres, Lot 102a will contain 11.91 acres, and Lot 103a will contain 1.79 acres. Lot 101a will eventually be sold and developed as a hotel. Lot 103a, which is essentially the northern one-third of the mall building (aka the 1994 addition), will allow current tenant All-Star Bowling to purchase the property outright. Lot 102a will contain the remainder of the building and the existing parking lot.

ANALYSIS

General Plan and Zoning. The General Plan designates the subject parcel as Community Commercial. This land use category supports “the full scope of commercial land uses that are destination-oriented. The areas may include large-scale, master-planned commercial centers, big-box stores and offices. These are strategically placed along high-traffic corridors with convenient points of traffic access to and from residential areas.” Zoning on the property is CR; a ‘Recreation and entertainment, indoor’ use in the CR zone is permitted.

Utah Code. State law outlines the criteria for review and approval of plat amendments. In order to approve a plat amendment, the legislative body must make two findings:

1. That there is good cause to amend the plat; and
2. That the amendment will not cause material harm to other owners in the plat.

Shared Parking Agreement. The Eastgate Subdivision plat amendment that was approved by the City Council in late 2008, contains the following note: “Parking and access is to be commonly shared between all lots within the subdivision.” As such, it shall be prohibited to install a sign anywhere within the Eastgate Subdivision stating that a parking stall is for the exclusive use of a particular business. CCRs for the mall also set forth the requirement for cross-access and cross parking throughout the development.

Engineering Department Review. In a memo dated September 26, 2013, Troy Wolverton states:

We have reviewed the plat amendment application for the subject project and recommend approval subject to conditions. Accordingly, we have included the following comments for your consideration:

1. The plat indicates distances on Lot 3 that do not appear to be accurate. Verify and update accordingly.
2. The section tie notation for Lot 3 shall be adjusted to better clarify that distance and bearing is from section monument.
3. Plat shall indicate location of point of beginning of the legal description.
4. Plat indicates existing street on west as “Factory Outlet Drive”. City records identify street as “State Street”. Verify name of street and revise accordingly.
5. Plat shall indicate location of existing public utility easements.
6. Plat shall indicate lot addresses.
7. Plat shall reference entry, book, and page number of existing recorded ingress and egress easements.
8. No additional right-of-way improvements appear necessary to support the proposed subdivision. The deferral agreement dated July 25, 1995 is sufficient to address improvements along the south half of 11950 South Street limited to curbing, guttering and sidewalks.

Building Department Review. In a memo dated September 24, 2013, Building Official Keith Collier stated his concerns as follows:

1. What type of property line is this?
2. We will need to discuss the wall at the location of the property line and the construction requirements.

Fire Department Review. In a memo dated September 27, 2013, Don Buckley with the Unified Fire Authority issues a positive recommendation with the following comment: “The fire department wants to make sure all parties involved understand that the fire sprinkler and alarm system are required by law to have an annual inspection. This is not done by the fire department; however, the fire department will request a copy annually.”

STAFF RECOMMENDATION

Staff recommends approval of the request to amend the Eastgate Subdivision, as outlined under application 130923-12093S, subject to the following conditions:

1. That all requirements of the Draper City Engineering Division are satisfied throughout development of the site, particularly those contained in this staff report.
2. That all requirements of the Unified Fire Authority are met throughout development of the site.

3. That there shall be no change to the cross-parking and cross-access agreement previously executed, and that there shall be no sign within the Eastgate Subdivision stating that a parking stall is for the exclusive use of a particular business.
4. That the new lots are numbered 101a, 102a and 103a.
5. That the amended plat is prepared and recorded in accordance with the standards outlined in Title 17 of the Draper City Municipal Code.

This recommendation is based on the following findings:

1. That the proposed number of parking stalls on the overall site (1628) is adequate, as shown on the Hales Engineering parking study dated May 4, 2010.
2. That the proposed plat amendment will not be detrimental to the health, safety, or general welfare of persons or property within the area.
3. That there is good cause for the plat amendment, and that it will cause no material harm to the public or any person.
4. That the proposed plat amendment is amending a plat that has previously been approved by Draper City and properly recorded at Salt Lake County.
5. That the proposed plat amendment is in accordance with both the General Plan and the Zoning Ordinance of Draper City.

MODEL MOTION

Sample Motion to Approve. "I move we recommend that the City Council approve the request to amend the Eastgate Subdivision, as outlined under application 130923-12093S, based on the findings and conditions listed in the staff report dated October 4, 2013 and as modified by the conditions below:"

1. List any additional conditions....

Sample Motion to Deny. "I move we recommend that the City Council deny the request to amend the Eastgate Subdivision, as outlined under application 130923-12093S, based on the following findings:"

1. List all findings....

DEVELOPMENT REVIEW COMMITTEE ACKNOWLEDGEMENT

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



Draper City Planning Division

Draper City Engineering Division



Unified Fire Authority



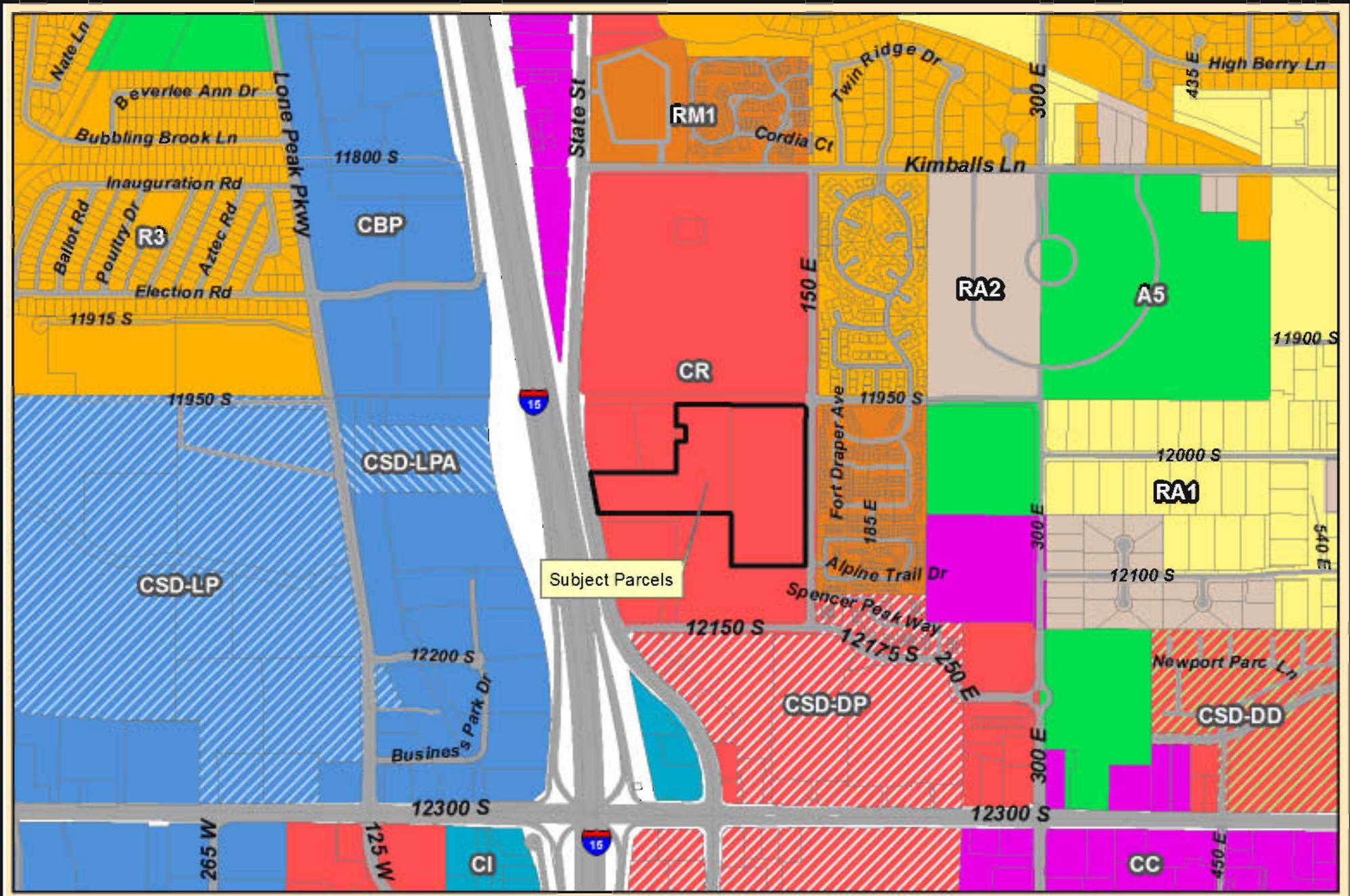
Draper City Public Works Department



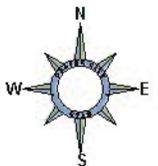
Draper City Building Division

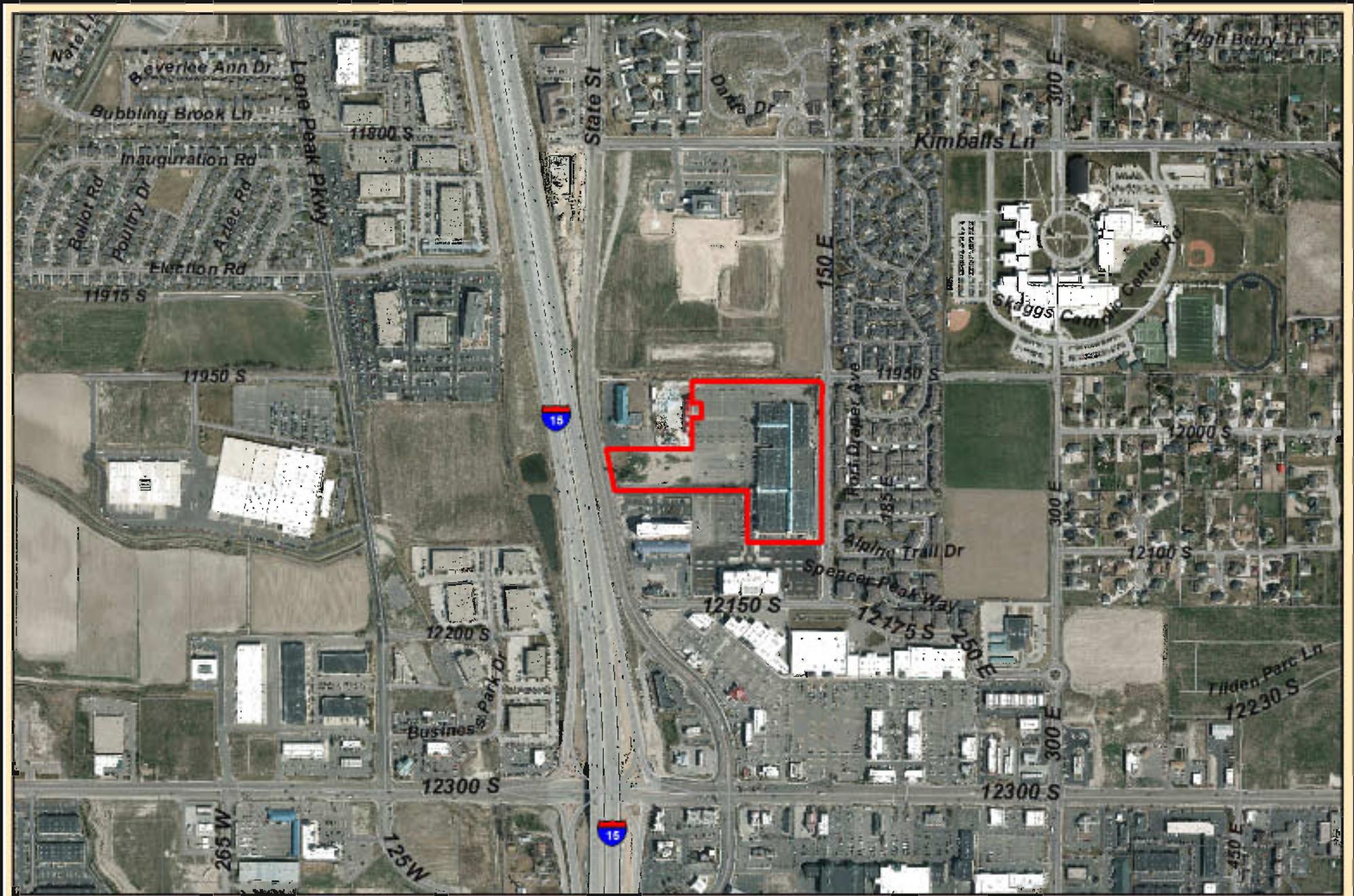


Draper City Legal Counsel

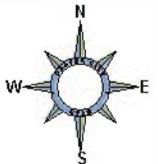


Zoning Map for Eastgate Plat Amendment





Aerial Map for Eastgate Plat Amendment



MINUTES OF THE DRAPER CITY PLANNING COMMISSION MEETING HELD ON THURSDAY, OCTOBER 17, 2013 IN THE DRAPER CITY COUNCIL CHAMBERS

“This document, along with the digital recording, shall constitute the complete minutes for this Planning Commission meeting.”

PRESENT: Chairperson Drew Gilliland; Planning Commissioners Andrew Adams, Jeff Head, Leslie Johnson, Kent Player, and Marsha Vawdrey. Alternate Member Traci Gundersen.

ABSENT: Alternate Member Craig Hawker

STAFF PRESENT: Keith Morey, Troy Wolverton, Dan Boles, Dennis Workman, Jennifer Jastremsky and Angie Olsen.

ALSO PRESENT: Roll on File

Study Meeting:

[6:12:08 PM](#)

Study Business Items: The commissioners reviewed the applications for the business meeting and addressed questions to staff members.

Business Meeting:

Chairperson Gilliland explained the rules of public hearings and called the meeting to order at [6:36:50 PM](#).

[6:37:22 PM](#)

1.0 **Action Item: Approval of minutes from the September 19, 2013 Planning Commission meeting.**

[6:37:33 PM](#)

1.1 **Motion.** Commissioner Vawdrey made a motion to approve the minutes of the Planning Commission meeting held on September 19, 2013 with submitted changes. Commissioner Adams seconded the motion.

[6:37:50 PM](#)

1.2 **Vote.** A roll call vote was taken with Commissioners Vawdrey, Adams, Player, Head, and Johnson voting in favor of approving the minutes.

4. That the proposed change would not be detrimental to the health, safety and general welfare of the community and its citizens.

[7:09:01 PM](#)

- 2.22 **Vote:** A roll call vote was taken with Commissioners Player, Head, and Vawdrey voting in favor of forwarding a positive recommendation to the City Council. Commissioners Johnson and Adams voted in opposition to the motion.

[7:09:16 PM](#)

- 3.0 **Public Hearing: On the request of Cindy Cobbley, for approval to amend existing Lots 101 and 103 of the Eastgate Subdivision into three lots known as 101a, 102a, and 103a. The property is located in the CR Regional Commercial Zone at 12093 S. State Street. The application is otherwise known as the Eastgate Subdivision Plat Amendment #2 Request, Application #130923-12093S.**

[7:09:45 PM](#)

- 3.1 **Staff Report:** Using the aid of a PowerPoint presentation and his staff report dated October 4, 2013, Planner Dennis Workman reviewed the details of the proposed application. He explained this is a request to modify the Factory Stores of America Subdivision, which is now known as the Eastgate Subdivision. He provided a brief history of the subdivision and explained this application only pertains to lots 101 and 103 of the subdivision. He reviewed a plat map and highlighted the changes to be made to the configuration of the lots. He noted staff recommends approval of the application based on the findings and subject to the conditions listed in the staff report.

[7:12:17 PM](#)

- 3.2 Commissioner Player stated one lot will house a bowling alley, but he asked what will be constructed on the other lot. Mr. Workman stated he would let the applicant answer that question.

[7:12:27 PM](#)

- 3.3 Commissioner Head stated that lot 103a is completely surrounded by lot 102a, thus creating an island. Mr. Workman stated that is correct; it is a unique design, but perfectly legal. Chairperson Gilliland stated there are covenants, conditions, and restrictions (CCRs) as well as cross access agreements that apply to the parcels in the subdivision. Mr. Workman agreed and noted those governing documents have already been recorded for the original subdivision.

[7:12:57 PM](#)

- 3.4 **Applicant Presentation:** Cindy Cobbley responded to Commissioner Player's question regarding lot 101a and explained there are plans to build a hotel on the parcel.

[7:13:47 PM](#)

3.5 Chairperson Gilliland opened the public hearing. There were no persons appearing to be heard and the public hearing was closed.

[7:13:59 PM](#)

3.6 **Motion:** Commissioner Head moved to approve this request to amend the Eastgate Subdivision, as outlined under application 130923-12093S, based on the findings and conditions listed in the staff report dated October 4, 2013. Commissioner Player seconded the motion.

Conditions:

1. That all requirements of the Draper City Engineering Division are satisfied throughout development of the site, particularly those contained in this staff report.
2. That all requirements of the Unified Fire Authority are met throughout development of the site.
3. That there shall be no change to the cross-parking and cross-access agreement previously executed, and that there shall be no sign within the Eastgate Subdivision stating that a parking stall is for the exclusive use of a particular business.
4. That the new lots are numbered 101a, 102a and 103a.
5. That the amended plat is prepared and recorded in accordance with the standards outlined in Title 17 of the Draper City Municipal Code.

Findings:

1. That the proposed number of parking stalls on the overall site (1628) is adequate, as shown on the Hales Engineering parking study dated May 4, 2010.
2. That the proposed plat amendment will not be detrimental to the health, safety, or general welfare of persons or property within the area.
3. That there is good cause for the plat amendment, and that it will cause no material harm to the public or any person.
4. That the proposed plat amendment is amending a plat that has previously been approved by Draper City and properly recorded at Salt Lake County.
5. That the proposed plat amendment is in accordance with both the General Plan and the Zoning Ordinance of Draper City.

[7:14:22 PM](#)

3.7 **Vote:** A roll call vote was taken with Commissioners Head, Johnson, Player, Vawdrey, and Adams voting in favor of amending the Eastgate Subdivision.

Return to Agenda

ITEM #10

REQUEST FOR COUNCIL ACTION

To:	Mayor & City Council
From:	Dan Boles, AICP, Senior Planner
Date:	November 12, 2013
Subject:	Vista Station (Draper TOD) Plat Amendment
Applicant Presentation:	Dustin Holt, representing Draper Holdings, LLC
Staff Presentation:	Dan Boles

RECOMMENDATION:

To approve the request for a Plat Amendment, as unanimously recommended by the Planning Commission, as per the staff report dated October 8, 2013, with the following conditions:

1. That the final mylar is consistent with all Draper City Municipal Codes governing the creation of a final subdivision plat.
2. That the mylar is prepared in a way that is acceptable to the County Recorder's plat department.
3. That the requirements of all reviewing divisions are adhered to.
4. That all requirements of the Fire Department are met.
5. That all requirements of the Engineering Department are met, including but not limited to the items listed in the staff report dated October 8, 2013.
6. That all Draper City ordinances and requirements are met and continually adhered to.
7. That this approval does not constitute use, site plan, or building permit approval, and is limited to the subdivision plat only.

BACKGROUND AND FINDINGS:

This application is a request for approval of a Plat Amendment for approximately 81.47 acres located within the Vista Station plat, at approximately 12870 South Front Runner Blvd. The property is currently zoned TSD Transit Station District. The applicant is requesting that a Plat Amendment be approved to subdivide the large parcels that exist into smaller lots. Approval of this plat amendment will allow the applicant to, with the creation of these new lots, adjust lines as necessary, in a quick and efficient manner to facilitate growth as it happens.

The Land Use Map of the General Plan calls for the Transit Station District land use designation for the subject properties. This category *"provides an alternative to standard, segregated zoning strategies. New development and zoning will be required to mix commercial, residential, and public uses to support the ridership of transit and create unique walkable and bicycle friendly successful urban centers."* It also states that *"residential development densities and commercial floor area ratios within this district will be higher than those allowed in other parts of Draper City, and in some cases, significantly higher. In order to mitigate the concerns of higher density and development intensity, more stringent design guidelines, architectural requirements, landscaping quality, and public space amenities will be required to be incorporated into new zoning categories and specific development proposals."*

The properties have been assigned the TSD Transit Station District zoning classification. The purpose of the TSD zone is to *"promote transit-oriented and transit-supportive development in areas that are generally located near a commuter rail transit or rapid transit station and to maximize the flexibility of the development approval process so as to permit such development in a manner that is responsive to market demands and consistent with the purposes and objectives of the TSD."* The TSD Transit Station District zoning designation is identified by the General Plan as a preferred zoning classification for the Transit Station District land use designation.

Of the seven existing lots, there are four lots that would be affected by the requested amendment to the Draper TOD plat. The largest of the affected lots, lot six, which is 40 acres, will be divided into seven lots as will lot

two, currently 23 acres. Lots 104 and 105 will be divided into two and six lots respectively. When all is said and done, a total of 25 lots will exist. No lots with structures such as eBay or UTA parking structure will be divided or affected by this proposed change. Again, the purpose of the change is to accommodate future growth in a more efficient manner.

This recommendation is based on the following findings:

1. The proposed plat amendment meets the intent, goals, and objectives of the Draper City General Plan in the following areas:
 - a. Encourage the establishment of a strong tax base by accommodating commercial and industrial development in appropriate areas.
 - b. Achieve orderly land development patterns which provide for compatible, functional, cost-effective development.
 - c. Integrate alternative modes of transportation along regional networks.
2. The proposed plat amendment meets the requirements and provisions of the Draper City Municipal Code.
3. The proposed plat amendment will not be deleterious to the health, safety, and general welfare of the general public nor the residents of adjacent properties.
4. The proposed project is consistent with the zoning in the area.

PREVIOUS LEGISLATIVE ACTION:

On November 3, 2008, the City Council adopted Ordinances 857, 858, 859, and 860 to establish the text of the General Plan and zoning ordinance as well as amend the Land Use and Zoning Maps to establish the provisions and assignments of the TSD land use and zoning classification. Subsequently, on November 20, 2008, the City Council approved and entered into a development agreement regarding the provision and construction of certain infrastructure facilities for the subject properties. On August 16, 2011, City Council approved the six lot TOD subdivision which is proposed to be amended at this time. Finally on January 8, 2013, an amended plat was approved adding one more lot to the subdivision for a total of seven lots.

FISCAL IMPACT: Finance Review: _____

- No fiscal impact is anticipated with approval of this application.

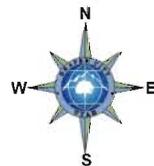
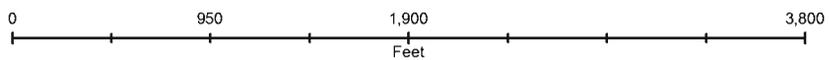
SUPPORTING DOCUMENTS:

- Staff Report with Supporting Documentation
- Zoning, Land Use & Aerial Maps
- Planning Commission Minutes – October 17, 2013



Vista Station (Draper TOD)

Vicinity Map





Development Review Committee

1020 East Pioneer Road
Draper, UT 84020
(801) 576-6539

STAFF REPORT

October 8, 2013

To: Draper City Planning Commission
Business Date: October 17, 2013

From: Development Review Committee

Prepared By: Dan Boles, AICP, Senior Planner
Planning Division
Community Development Department

Re: Draper TOD (Vista Station) – Plat Amendment Request

Application No.: 130920-12870S-2
Applicant: Dustin Holt, representing Draper Holdings, LLC
Project Location: Approximately 12870 South Front Runner Blvd.
Zoning: TSD Transit Station District Zone
Acreage: Approximately 81.47 Acres (Approximately 3,548,833 ft²)
Request: Request for approval of a Plat Amendment in the TSD Transit Station District zone to subdivide the existing seven lot subdivision into 25 smaller lots ranging from 36 to 0.72 acres.

SUMMARY

This application is a request for approval of a Plat Amendment for approximately 81.47 acres located within the Vista Station plat, at approximately 12870 South Front Runner Blvd. The property is currently zoned TSD Transit Station District. The applicant is requesting that a Plat Amendment be approved to subdivide the large parcels that exist into smaller lots. Approval of this plat amendment will allow the applicant to, with the creation of these new lots, adjust lines as necessary, in a quick and efficient manner to facilitate growth as it happens.

BACKGROUND

On November 3, 2008, the City Council adopted Ordinances 857, 858, 859, and 860 to establish the text of the General Plan and zoning ordinance as well as amend the Land Use and Zoning Maps to establish the provisions and assignments of the TSD land use and zoning classification. Subsequently, on November 20, 2008, the City Council approved and entered into a development agreement regarding the provision and construction of certain infrastructure facilities for the subject properties. On August 16, 2011, City Council approved the six lot TOD subdivision which is proposed to be amended at this time. Finally on January 8, 2013, an amended plat was approved adding one more lot to the subdivision for a total of seven lots.



ANALYSIS

General Plan and Zoning. The Land Use Map of the General Plan calls for the Transit Station District land use designation for the subject properties. This category “*provides an alternative to standard, segregated zoning strategies. New development and zoning will be required to mix commercial, residential, and public uses to support the ridership of transit and create unique walkable and bicycle friendly successful urban centers.*” It also states that “*residential development densities and commercial floor area ratios within this district will be higher than those allowed in other parts of Draper City, and in some cases, significantly higher. In order to mitigate the concerns of higher density and development intensity, more stringent design guidelines, architectural requirements, landscaping quality, and public space amenities will be required to be incorporated into new zoning categories and specific development proposals.*”

The properties have been assigned the TSD Transit Station District zoning classification. The purpose of the TSD zone is to “*promote transit-oriented and transit-supportive development in areas that are generally located near a commuter rail transit or rapid transit station and to maximize the flexibility of the development approval process so as to permit such development in a manner that is responsive to market demands and consistent with the purposes and objectives of the TSD.*” The TSD Transit Station District zoning designation is identified by the General Plan as a preferred zoning classification for the Transit Station District land use designation.

Subdivision Layout. Of the seven existing lots, there are four lots that would be affected by the requested amendment to the Draper TOD plat. The largest of the affected lots, lot six, which is 40 acres, will be divided into seven lots as will lot two, currently 23 acres. Lots 104 and 105 will be divided into two and six lots respectively. When all is said and done, a total of 25 lots will exist. No lots with structures such as eBay or UTA parking structure will be divided or affected by this proposed change. Again, the purpose of the change is to accommodate future growth in a more efficient manner.

Criteria For Approval. The grounds for review and potential approval of a Subdivision Plat Amendment request is found in Section 17-9-040(b) of the Draper City Municipal Code. This section depicts the standard of review for such requests as:

- (b) If the City Council is satisfied that neither the public nor any person will be materially injured by the proposed vacation, alteration, or amendment, and that there is good cause for the vacation, alteration, or amendment, the City Council may vacate, alter, or amend the plat, any portion of the plat, or any street or lot within the plat.

REVIEWS

Planning Division Review. The Draper City Planning Division has completed their review of the Plat Amendment submission and has issued a recommendation for approval for the request with the following proposed conditions:

1. That a vicinity map is added to the plat.
2. That easements are added to all affected lots as required under section 17-5-050(g) of the Draper City Municipal Code.
3. That each sheet of the amended plat contain the name of the plat.
4. That ownership of all adjoining tracts of land are labeled on the plat as required under section 17-3-030(b)(11).
5. That addresses are added to each lot as required under section 17-4-030(k).

Engineering and Public Works Divisions Review. The Draper City Engineering and Public Works

Divisions have completed their reviews of the Plat Amendment submission and have issued a recommendation for approval for the request with the following proposed conditions:

1. DCMC 17-9-050 requires that all plat amendments comply with DCMC 17-3 & 17-4. These elements shall be submitted and meet the requirements of the Engineering Division for approval prior to recording of the plat.
2. DCMC 17-3-030 requires a grading plan including contours and 100-year flood plan, a drainage plan, a utility plan indicating how the public utilities will be provided to each lot, etc. These Plat Improvement Plans shall be prepared, stamped and signed by a professional engineer licensed by the State of Utah in accordance with Section 17-3-030 of the Draper City Municipal Code.
3. The application shall include the *updated* hydraulic and hydrologic storm drainage calculations per Section 17-3-030(e)(2) of the Draper City Municipal Code to meet the proposed lot and drainage modifications. For example, how are lots 124 and 125 going to be drained?
4. Existing utility connection stubs are to be reflected on the utility drawings to either allow for usage by a proposed lot or abandonment. Any utility work in the street, including abandonment, shall show street repair, etc.
5. Utility easements shall be provided for public utility purposes. The fronting PUE of the original plat is 15 feet. All lots shall have front and rear yard easements, *and at least one side yard* easement, of at least 7 feet in accordance with Section 17-5-050(g) of the Draper City Municipal Code.

Building Division Review. The Draper City Building Division has completed their review of the Plat Amendment submission and has issued a recommendation for approval for the request without further comment.

Unified Fire Authority Review. The Unified Fire Authority has completed their review of the Plat Amendment submission and has issued a recommendation for approval for the request without further comment.

Parks & Trails Committee Review. The Draper City Parks and Trails Committee has completed their review of the Plat Amendment submission and has issued a recommendation for approval for the request with the following proposed conditions:

1. Designate that Corner Creek corridor and lot 122 as open space.
2. Recommend lot 122 be designated as open space to accommodate present and future trails per the TOD master plan.

Noticing. The applicant has expressed their desire to amend the Draper TOD plat and to do so in a manner which is compliant with the City Code. As such, notice has been properly issued in the manner outlined in the City and State Codes.

STAFF RECOMMENDATION

Staff recommends approval of the request for a Plat Amendment by Dustin Holt, representing Draper Holdings, LLC, application 130920-12870S-2, subject to the following conditions:

1. That the final mylar is consistent with all Draper City Municipal Codes governing the creation of a final subdivision plat.
2. That the mylar is prepared in a way that is acceptable to the County Recorder's plat department.
3. That the requirements of all reviewing divisions are adhered to.

4. That all requirements of the Fire Department are met.
5. That all requirements of the Engineering Department are met, including but not limited to the items listed in this staff report.
6. That all Draper City ordinances and requirements are met and continually adhered to.
7. That this approval does not constitute use, site plan, or building permit approval, and is limited to the subdivision plat only.

This recommendation is based on the following findings:

1. The proposed plat amendment meets the intent, goals, and objectives of the Draper City General Plan in the following areas:
 - a. Encourage the establishment of a strong tax base by accommodating commercial and industrial development in appropriate areas.
 - b. Achieve orderly land development patterns which provide for compatible, functional, cost-effective development.
 - c. Integrate alternative modes of transportation along regional networks.
2. The proposed plat amendment meets the requirements and provisions of the Draper City Municipal Code.
3. The proposed plat amendment will not be deleterious to the health, safety, and general welfare of the general public nor the residents of adjacent properties.
4. The proposed project is consistent with the zoning in the area.

MODEL MOTIONS

Sample Motion for a Positive Recommendation – “I move we forward a positive recommendation to the City Council for the Vista Station Plat Amendment Request by Dustin Holt, representing Draper Holdings, LLC, application 130920-12870S-2, based on the findings and subject to the conditions listed in the Staff Report dated October 8, 2013 and as modified by the conditions below:”

1. List any additional findings and conditions...

Sample Motion for a Negative Recommendation – “I move we forward a negative recommendation to the City Council for the Vista Station Plat Amendment Request by Dustin Holt, representing Draper Holdings, LLC, application 130920-12870S-2, based on the following findings:”

1. List any findings...

DEVELOPMENT REVIEW COMMITTEE ACKNOWLEDGEMENT

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



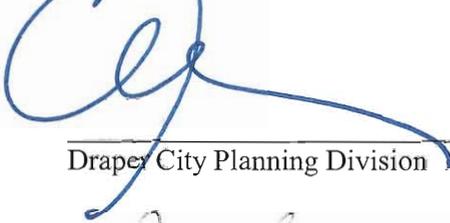
Draper City Engineering Division



Draper City Building Division



Draper City Public Works Department



Draper City Planning Division



Unified Fire Authority



Draper City Legal Counsel

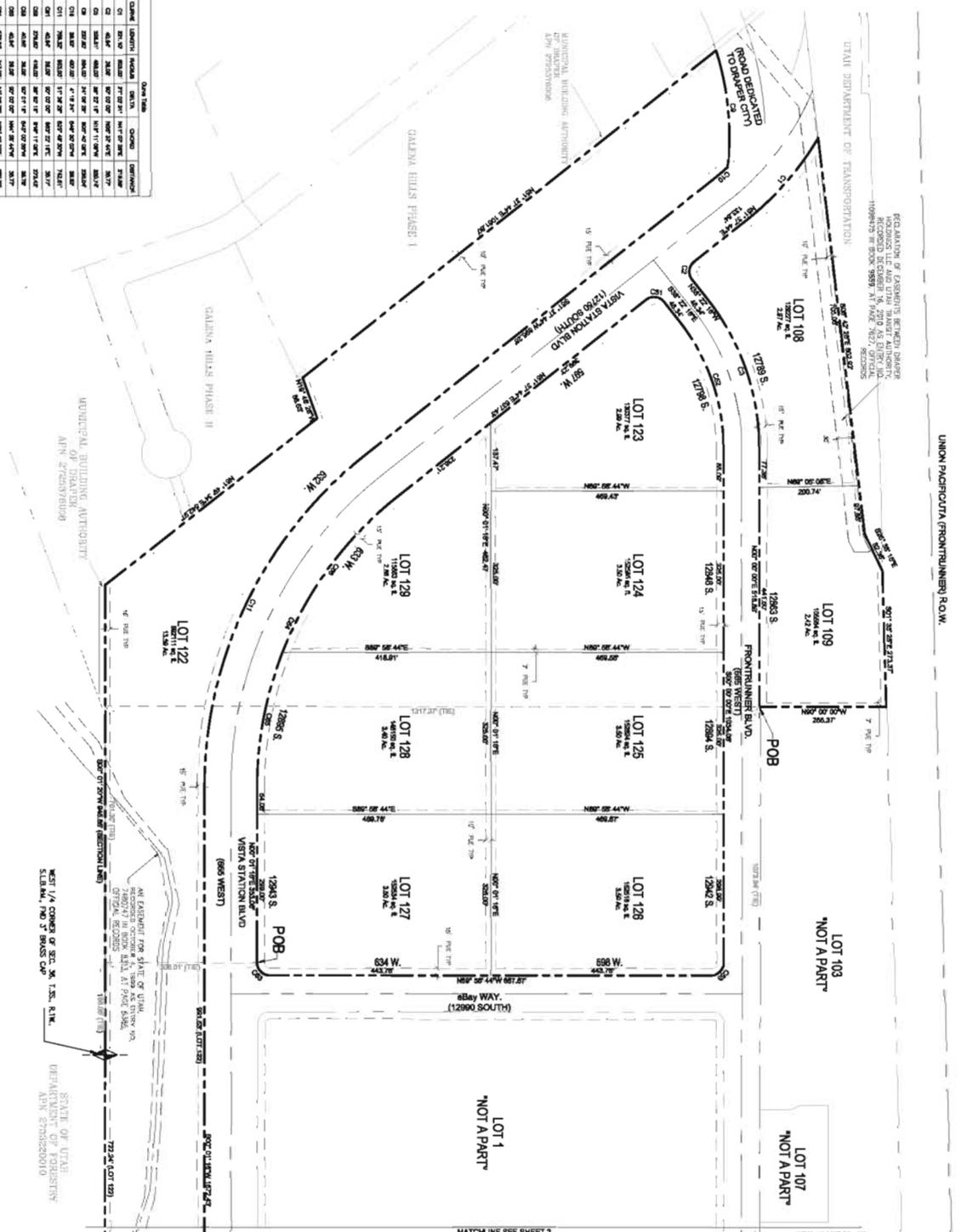
EXHIBIT A

PROPOSED PLAT AMENDMENT



LEGEND
 --- ROADWAY LINE
 --- SECTION LINE
 --- P&E LINE
 --- CURVE LINE FOR

CHAIN	LENGTH	BEARING	AREA	CHAIN	LENGTH	BEARING
C1	120.00	S 89° 57' 00" W	14,400.00	C10	120.00	S 89° 57' 00" W
C2	120.00	S 89° 57' 00" W	14,400.00	C11	120.00	S 89° 57' 00" W
C3	120.00	S 89° 57' 00" W	14,400.00	C12	120.00	S 89° 57' 00" W
C4	120.00	S 89° 57' 00" W	14,400.00	C13	120.00	S 89° 57' 00" W
C5	120.00	S 89° 57' 00" W	14,400.00	C14	120.00	S 89° 57' 00" W
C6	120.00	S 89° 57' 00" W	14,400.00	C15	120.00	S 89° 57' 00" W
C7	120.00	S 89° 57' 00" W	14,400.00	C16	120.00	S 89° 57' 00" W
C8	120.00	S 89° 57' 00" W	14,400.00	C17	120.00	S 89° 57' 00" W
C9	120.00	S 89° 57' 00" W	14,400.00	C18	120.00	S 89° 57' 00" W
C10	120.00	S 89° 57' 00" W	14,400.00	C19	120.00	S 89° 57' 00" W
C11	120.00	S 89° 57' 00" W	14,400.00	C20	120.00	S 89° 57' 00" W
C12	120.00	S 89° 57' 00" W	14,400.00	C21	120.00	S 89° 57' 00" W
C13	120.00	S 89° 57' 00" W	14,400.00	C22	120.00	S 89° 57' 00" W
C14	120.00	S 89° 57' 00" W	14,400.00	C23	120.00	S 89° 57' 00" W
C15	120.00	S 89° 57' 00" W	14,400.00	C24	120.00	S 89° 57' 00" W
C16	120.00	S 89° 57' 00" W	14,400.00	C25	120.00	S 89° 57' 00" W
C17	120.00	S 89° 57' 00" W	14,400.00	C26	120.00	S 89° 57' 00" W
C18	120.00	S 89° 57' 00" W	14,400.00	C27	120.00	S 89° 57' 00" W
C19	120.00	S 89° 57' 00" W	14,400.00	C28	120.00	S 89° 57' 00" W
C20	120.00	S 89° 57' 00" W	14,400.00	C29	120.00	S 89° 57' 00" W
C21	120.00	S 89° 57' 00" W	14,400.00	C30	120.00	S 89° 57' 00" W



REGULATION OF EASEMENTS BETWEEN SHARPER RECORDS SECTION 16, 2010 AS DISTRICT 10 1008-1015 BY BOOK 9859 AT PAGE 7627 OFFICIAL

UNION PARISH LOT 1 (FRONTLINER) R.O.W.

MUNICIPAL BUILDING AUTHORITY APN: 2706250008

STATE OF UTAH DEPARTMENT OF FORESTRY APN: 2706250010

MATCHLINE SEE SHEET 2

<p>4179 Riverbend Road, Suite 200 Salt Lake City, Utah 84123 (801) 270-5777 (801) 270-5782 (FAX)</p>	DATE: 10-15-2013
	SCALE: 1" = 100'
<p>DRAPER TOD SECOND AMENDMENT DRAPER, UTAH</p>	<p>80ML010100</p>
<p>3</p>	<p>3</p>

[7:14:36 PM](#)

- 4.0 **Public Hearing: On the request of Dustin Holt, representing Draper Holdings, LLC for approval of a Plat Amendment of approximately 81.47 acres in the TSD Transit Station District Zone, to subdivide the existing seven lot subdivision into 25 smaller lots ranging from 36 to 0.72 acres. The application is otherwise known as the Draper TOD (Vista Station) Plat Amendment Request, Application #130920-12870S-2.**

[7:15:06 PM](#)

- 4.1 **Staff Report:** Using the aid of a PowerPoint presentation and his staff report dated October 8, 2013, Senior Planner Dan Boles reviewed the details of the proposed application. He explained this application is a request for approval of a Plat Amendment for approximately 81.47 acres located within the Vista Station plat, at approximately 12870 South Front Runner Boulevard; it would be the second amendment for the plat. He reviewed a plat map to identify the location of the subject property and some of the current businesses located in the general area. He reviewed the land use map and explained the land use category for the subject property is TSD Transit Station District. He explained last year the same applicant made application for approval of the master area plan (MAP) for the subject property, which was required prior to any site plans for the property being approved. He noted the intent of the initial plat amendment was to allow Utah Transit Authority (UTA) to purchase a parcel in the subdivision to accommodate the construction of their transit station. He provided a copy of the plat as it was originally approved and also reviewed the plat amendment that was approved last year. He then identified the lots that will be affected by this proposed plat amendment and noted that neither the eBay parcel nor the UTA transit station parcel will be impacted by this application. He explained the applicant is requesting the division of lots in the subdivision in anticipation of future development; the properties will be divided into smaller lots that average around three to four acres in size.

[7:19:08 PM](#)

- 4.2 Commissioner Player asked if the lots could be used for several different types of uses, such as residential, industrial, or retail. Mr. Boles stated the MAP delineated what the uses would be and it is anticipated there will be a mix of uses, including residential, office, and retail. He then stated staff recommends approval of the application based on the findings and subject to the conditions listed in the staff report.

[7:20:24 PM](#)

- 4.3 **Applicant Presentation:** Dustin Holt thanked the staff and Commission for considering his application and provided a brief history of the development to date. He noted there are some projects he is working on for future development and he is trying to preemptively get through the process to prepare lots in the subdivision for that development. He addressed some concerns that have been expressed regarding

open space and trails and noted that as a master planned, transit oriented development those components are necessary. He stated that in his conversations with City management there has been a focus on how the open space and trails will look and feel; it was determined that it would be premature to define certain areas of the subdivision as open space not knowing the exact details of that component, but he does not want anyone to feel that it will not be included in the development. Commissioner Player stated that he believes the tenants of the subdivision should have access to open space and a trail system on which they can walk and feel comfortable and secure; the trail should travel along the north side of the development and connect to the existing parkway trail on the south. He stated that the development of the trail on the south end of the development may be somewhat more difficult but he would like to see a trail in that area as well. A short discussion about the future design of the trail and open space ensued, with Chairperson Gilliland noting the open space and trail aspect are not part of the application being considered by the Commission this evening.

[7:25:29 PM](#)

4.4 Chairperson Gilliland opened the public hearing.

[7:25:42 PM](#)

4.5 Landon Christensen stated he is not concerned about the subdividing of the lots, but wanted to submit for consideration in the future his concern about the neighborhoods on the east side of the railroad tracks in the area. He stated he lives in that community and he is particularly concerned about the Green Clover Park and noted the development of the lots adjacent to that park – specifically building height – could potentially change the feel of the neighborhood. He stated he would like the Planning Commission to be mindful of that neighborhood and its beauty when considering future development. Chairperson Gilliland encouraged Mr. Christensen to pay attention to future agenda items relating to the development of the property.

[7:27:20 PM](#)

4.6 There being no additional persons appearing to be heard, Chairperson Gilliland closed the public hearing.

[7:27:28 PM](#)

4.7 **Motion:** Commissioner Adams moved to forward a positive recommendation to the City Council for the Vista Station Plat Amendment Request by Dustin Holt, representing Draper Holdings, LLC, application 130920-12870S-2, based on the findings and subject to the conditions listed in the Staff Report dated October 8, 2013. Commissioner Vawdrey seconded the motion.

Conditions:

1. That the final mylar is consistent with all Draper City Municipal Codes governing the creation of a final subdivision plat.

2. That the mylar is prepared in a way that is acceptable to the County Recorder's plat department.
3. That the requirements of all reviewing divisions are adhered to.
4. That all requirements of the Fire Department are met.
5. That all requirements of the Engineering Department are met, including but not limited to the items listed in this staff report.
6. That all Draper City ordinances and requirements are met and continually adhered to.
7. That this approval does not constitute use, site plan, or building permit approval, and is limited to the subdivision plat only.

Findings:

1. The proposed plat amendment meets the intent, goals, and objectives of the Draper City General Plan in the following areas:
 - a. Encourage the establishment of a strong tax base by accommodating commercial and industrial development in appropriate areas.
 - b. Achieve orderly land development patterns which provide for compatible, functional, cost-effective development.
 - c. Integrate alternative modes of transportation along regional networks.
2. The proposed plat amendment meets the requirements and provisions of the Draper City Municipal Code.
3. The proposed plat amendment will not be deleterious to the health, safety, and general welfare of the general public nor the residents of adjacent properties.
4. The proposed project is consistent with the zoning in the area.

[7:28:11 PM](#)

- 4.8 **Vote:** A roll call vote was taken with Commissioners Adams, Johnson, Player, Head, and Vawdrey voting in favor of forwarding a positive recommendation to the City Council.

[7:28:35 PM](#)

- 5.0 **Public Hearing: On the request of Chris Mast, for approval of a Commercial Site Plan for two office/warehouse building on 1.33 acres in the CR Regional Commercial Zone at 13112 South 150 East. The application is otherwise known at the Remco Management Office Warehouse Site Plan, Application #130715-13112S.**

[7:29:04 PM](#)

- 5.1 **Staff Report:** Using the aid of a PowerPoint presentation and his staff report dated October 8, 2013, Planner Dennis Workman reviewed the details of the proposed application. He explained this application seeks approval to build two office/warehouse buildings on Lot 103 of the Knudsen Business Park; the buildings

[Return to Agenda](#)

ITEM #12

ORDINANCE NO. 1074

A DRAPER CITY ORDINANCE AMENDING DRAPER CITY MUNICIPAL CODE SECTION 3-1-030, DEPARTMENT HEADS AND 3-3-040, PURCHASING AGENT; GRANTING SOME SIGNATORY AUTHORITY TO DEPARTMENT HEADS; REQUIRING ALL CONTRACTS TO BE PROVIDED TO THE CITY RECORDER; AND MAKING TECHNICAL CORRECTIONS

WHEREAS, Sections 3-1-030 and 3-3-040 of the Draper City Municipal Code describe in part who can sign agreements on behalf of the city; and

WHEREAS, the council finds it is in the best interest of the city and the general health, safety and welfare of the public to expand signatory authority to include department heads in certain circumstances, and to require all contracts to be provided to the city recorder immediately upon their execution;

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

SECTION I. Amendment. Draper City Municipal Code Section 3-1-030 is hereby amended to read:

Section 3-1-030 Department Heads. Within each department of the City, there shall be appointed by the Mayor, with the advice and consent of the City Council, a Department Head who shall have such powers and duties as prescribed by the City Council, including but not limited to the following:

- (a) ~~(a)~~ Administering the department and all activities assigned thereto;
- (b) ~~D~~ developing and maintaining current departmental policies and procedures for carrying out departmental operations;
- (c) ~~P~~ planning and superviseing the operations of the department for the full and effective use of personnel, equipment and financial resources assigned to the department;
- (d) ~~E~~ establishing department goals, priorities and work plans;
- (e) ~~C~~ conducting performance evaluations of department employees;
- (f) ~~I~~ implementing risk management programs to protect the health, safety and welfare of City employees and the public and to prevent financial losses and the potential for claims and lawsuits against the City;
- (g) ~~M~~ maintaining spending within the budget parameters established by the City Council;
- (h) ~~P~~ purchaseing equipment, supplies and services in accordance with procedures set forth in the City Procurement Code, and signing on behalf of the City the contracts and

agreements pertaining thereto which do not exceed \$25,000, are identified in the budget, are competitively bid, and are reviewed by the Finance department;

- (i) Recruiting, selecting and appointing employees as directed by the City Council;
- (j) Keeping informed of the latest practices relating to the department and implement such practices;
- (k) Createing and maintaining a work environment free from sexual harassment and discrimination based on race, color, age, sex, religion, disability, or national origin;
- (l) Ssuspending any subordinate officers, employees or agents in accordance with City disciplinary procedure and Utah Code Ann. 10-3-912, as amended, when in his or her judgment the good service and best interest of the City demands it;
- (m) Submiting reports as required by the Mayor, City Manager or City Council detailing the activities of the department; and
- (n) Eestablishing and maintaining a system of filing and indexing records and reports of department activities.

SECTION II. Amendment. Draper City Municipal Code Section 3-3-040 is hereby amended to read:

Section 3-3-040 Purchasing Agent. The City Manager shall designate a Purchasing Agent for the City. The Purchasing Agent shall be subject to the direction and supervision of the City Manager and Finance Director and shall have the powers and duties concerning procurement as established in this Chapter, including but not limited to:

- (a) administering and interpreting the procurement system provided herein, in accordance with any rules and regulations adopted by the City Council;
- (b) procureing or superviseing the procurement of all supplies and services needed by the City, including preparation of specifications and negotiation and signing of contracts connected therewith;
- (c) exerciseing general supervision and control over all inventories or supplies of the City and the inspection of and accounting for all such inventories or supplies;
- (d) prepareing and maintaining forms and reports as are reasonably necessary to the operation of this Chapter and other rules and regulations of the City;
- (e) keeping generally informed of current developments in the field of procurement, including but not limited to market conditions and new products; and
- (f) recommending to the City Council from time to time such new or revised procurement rules and regulations as are desirable and in conformance with other statutory requirements; and

(g) providing a copy of all contracts and agreements to the City Recorder immediately upon their execution.

SECTION III. Repealer. Ordinances in conflict herewith are hereby repealed to the extent of the conflict.

SECTION IV. Effective Date. This Ordinance shall become effective immediately upon passage by the City Council.

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

ATTEST:

DRAPER CITY

City Recorder

Darrell H. Smith, Mayor

[Return to Agenda](#)

ITEM #13

Memorandum of Understanding

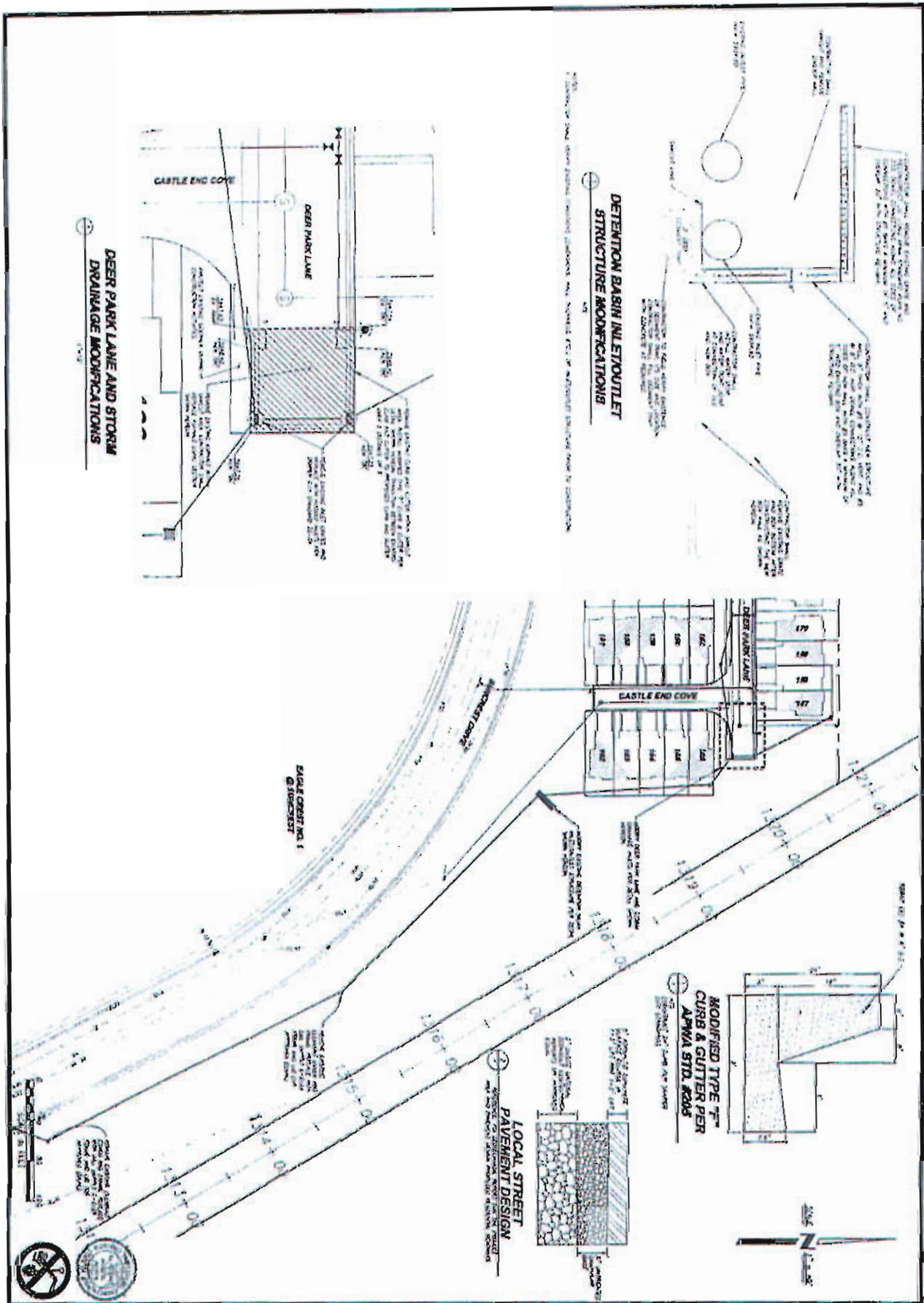
1. The City of Draper has already approved the Stoneleigh Heights Phase 3 development storm drainage system as was designed by Stantec Engineering, although conditionally approved until such time the Stoneleigh Heights Phase 3 development can be connected permanently into the existing storm drainage piping already approved and installed within the Suncrest Drive embankment and designed to drain into the existing detention pond 7A. However, detention pond 7A remains inoperable, abandoned and will not be used in the future, and a new community dam will be built at a different location where at the Suncrest developments storm drainage will be collected and then released at a controlled discharge rate already determined by PSOMA and the North Utah County Conservancy District, and which storm drainage discharge rate cannot exceed 0.014 cubic feet per second, per acre.
2. Although Stoneleigh's retention pond 3B was designed as a temporary structure, there have been many ongoing problems with the temporary structure contributable to the one inch orifice and which temporary structure has been known to have overflowed in the past, and may yet fail again. For that reason, DJ Investment Group (DJI) is more concerned of a total breach of the temporary retention pond 3B structure compared to Stoneleigh Heights Phase 3 storm drainage just draining directly onto DJI's property, and for that reason DJI believes that it would be safer and makes more sense to just let Stoneleigh Heights Phase 3 drain directly onto DJI property, such as the Suncrest developments are currently just draining directly onto DJI's property, and until such time the community dam is built.
3. DJI will not object to Stoneleigh Heights Phase 3 development to drain directly onto DJI's property below and will agree to hold Stoneleigh Heights LLC and the City of Draper harmless for that direct drainage onto DJI's property, provided the City of Draper will allow DJI and or its contractors to disconnect Stoneleigh Heights Phase 3 developments storm drainage that currently drains into the temporary retention pond 3B, and reconnect into the already existing storm drainage running alongside Suncrest Drive, and of which existing piping is shown on the engineering drawing Draper City has already approved. Only after the reconnection of Stoneleigh Heights Phase 3 developments storm drainage piping directly into the existing storm drainage piping, will DJI or its assigns or contractors then be allowed to remove the earthen fill underneath the temporary retention pond 3B structure, all of which related work will be paid for and performed entirely at DJI's or its assigns expense.

Opik.M.

4. Upon Stoneleigh Heights LLC engineer Stantec providing acceptable supplemental engineering drawings to Draper City Engineer, and which drawings show a connection of Stoneleigh Heights Phase 3 developments storm drainage piping into the existing piping already installed, and which Stantec supplemental engineering drawings will also identify the removal of the temporary retention pond 3B and the earthen fill underneath the temporary retention pond 3B structure; Accordingly, DJI its assigns or its contractors requests the City of Draper's permission to receive a Rehabilitation Land Disturbance Permit this year to perform the aforesaid work as more specifically described in the Stantec engineering supplemental drawings.

David C. Mast Jan 30, 2012
DJ Investment Group, LLC. Date

Its Manager/Member



STANTEC CONSULTING, INC.
 1011 SOUTH 100 WEST SUITE 200
 SALT LAKE CITY, UTAH 84143
 PHONE: 801.486.2400
 FAX: 801.486.1877
 WWW.STANTEC.COM

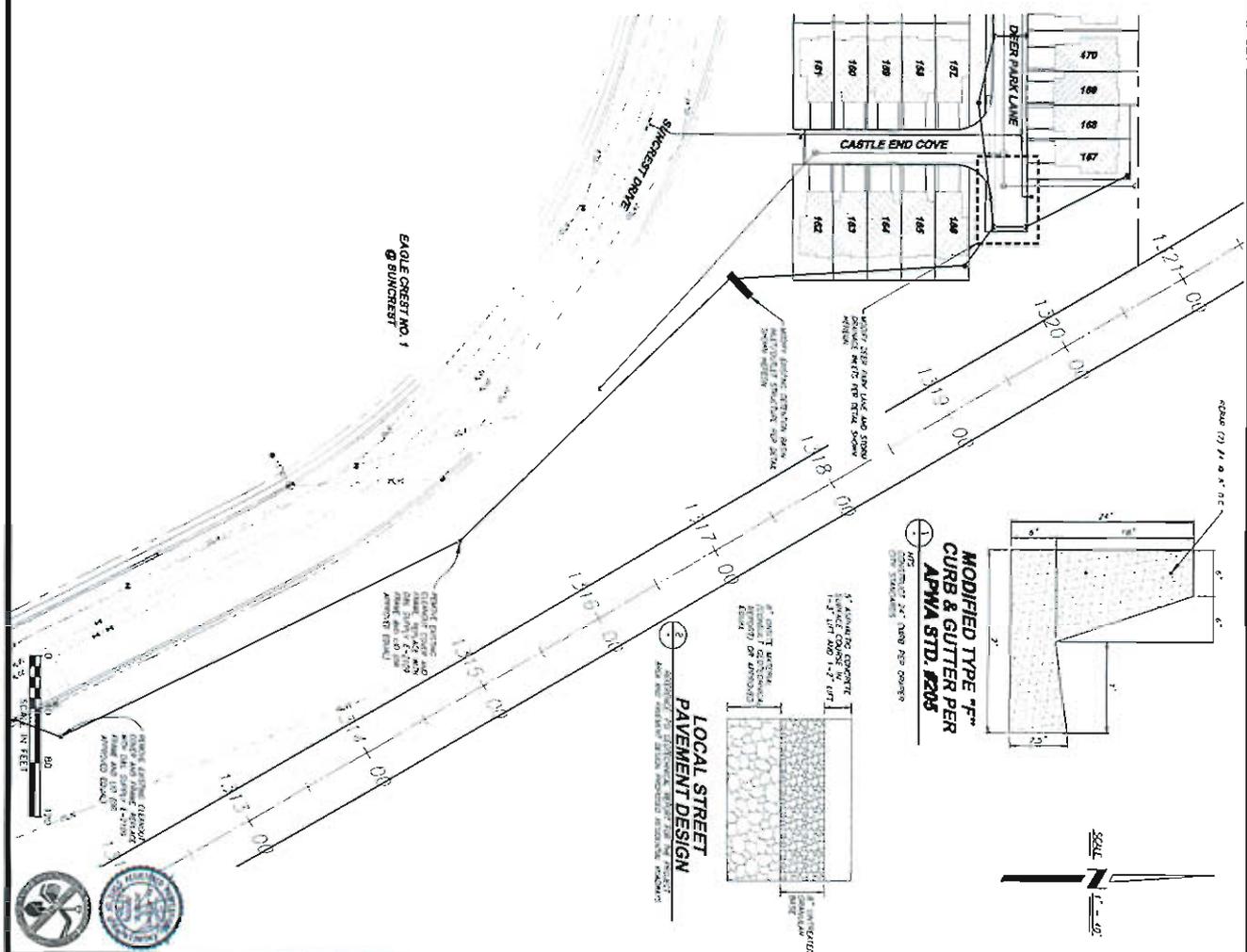
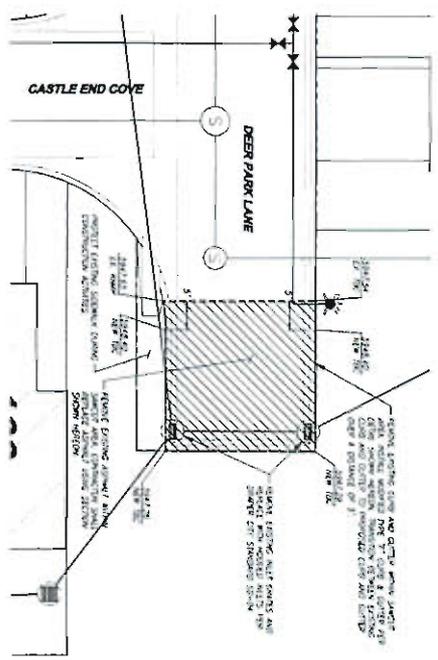
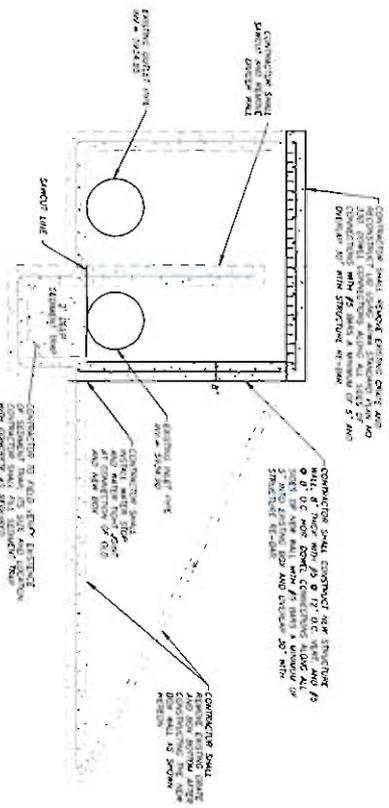
Stantec

IMPROVEMENT PLANS
STONELEIGH HEIGHTS
 AT SUNCREST

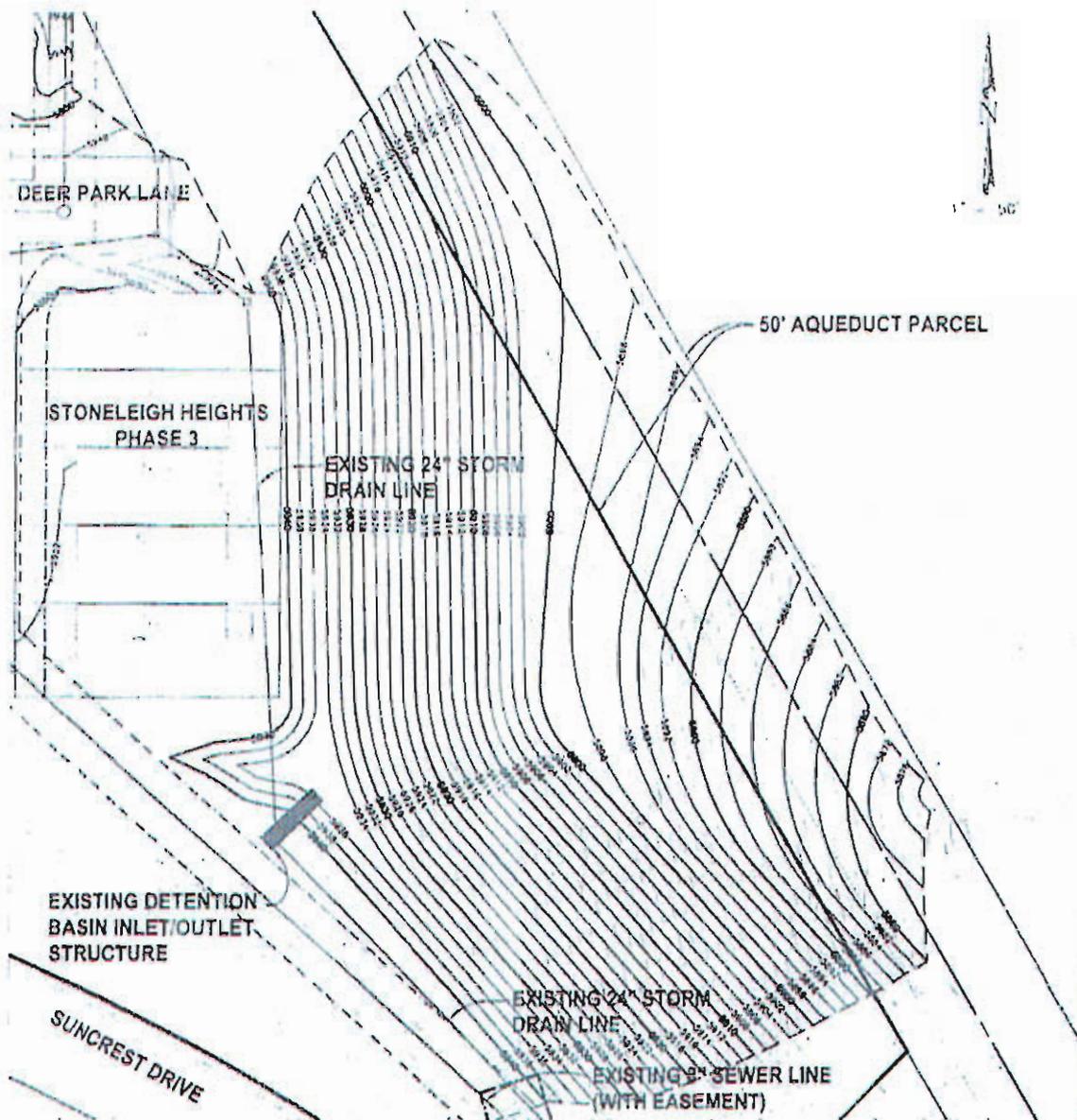
STORM DRAINAGE MODIFICATIONS

NO.	REVISION DESCRIPTION	DATE





	REVISIONS	
	NO.	DATE
PROJECT NO. 1111111111 SHEET NUMBER 1 of 1 DATE 11/11/11 DRAWN BY CHECKED BY		
STANTEC CONSULTING, INC. 1111111111 ST. LOUIS, MO 63101 1111111111 ST. LOUIS, MO 63101 1111111111 ST. LOUIS, MO 63101 1111111111 ST. LOUIS, MO 63101		
IMPROVEMENT PLANS STONELEIGH HEIGHTS AT SUNCREST		
STORM DRAINAGE MODIFICATIONS		



NOTES:

1. STRUCTURAL INTEGRITY OF SLOPE SUPPORTING SUNCREST DRIVE AND IMPROVEMENTS (HOMES, UTILITY LINES, ROADS, ETC.) WITHIN STONELEIGH HEIGHTS PHASE 3 SHALL NOT BE COMPROMISED BY REMOVAL OF DETENTION BASIN EMBANKMENT. A GEOTECHNICAL ENGINEER SHALL VERIFY AND CERTIFY AS TO THE INTEGRITY OF THE REMAINING SLOPES AFTER MATERIAL HAS BEEN REMOVED.
2. CONTRACTOR SHALL OBTAIN NECESSARY PERMITS AND APPROVALS FOR ALL WORK WITHIN THE 50' AQUEDUCT RIGHT OF WAY PRIOR TO CONSTRUCTION.
3. CONTRACTOR SHALL FILL IN (PER GEOTECHNICAL ENGINEERS RECOMMENDATIONS) ANY LOW POINTS THAT MAY RESULT FROM THE REMOVAL OF THE EMBANKMENT AS SHOWN HEREON.
4. CONTRACTOR SHALL VERIFY EXISTING CONDITIONS PRIOR TO COMMENCEMENT OF WORK.
5. CONTRACTOR IS RESPONSIBLE FOR SLOPE STABILIZATION AND EROSION CONTROL MEASURES DURING AND AFTER EMBANKMENT REMOVAL.
6. VOLUME OF MATERIAL TO BE REMOVED = 20,500 YARDS

ORIGINAL SHEET - AND - A



Stantec

Stantec Consulting Services Inc.
 3995 South 700 East, Suite 300
 Salt Lake City UT U.S.A.
 84107
 Tel. 801.261.0090
 Fax. 801.266.1671
 www.stantec.com

Client/Project DECEMBER 2011

STONELEIGH HEIGHTS

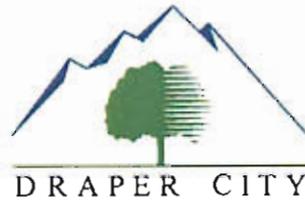
1863306000

AT SUNCREST

Exhibit

Title

**STONELEIGH HEIGHTS
 PHASE 3 POND REMOVAL
 GRADING**



Public Works Department
Engineering Division Memorandum

To: DJ Investment Group, L.L.C.
Civil Engineering reviewed by: Troy Wolverton, P.E. / City Engineer
Cc: Doug Ahlstrom / Draper City Attorney
Jody K Bumett/ Williams & Hunt
Date: March 28, 2013
Subject: Removal of Stoneleigh Heights 3A Detention Basin Fill -
Land Disturbance Permit

We have reviewed your request for a land disturbance permit and are prepared to approve a permit subject to satisfaction of the conditions discussed below. As you are aware, storm water detention basin 3B was originally approved by the City Council as a temporary/permanent structure with the idea that it could be removed if another downstream basin were completed which complies with all laws, has sufficient storage capacity and allows discharge at appropriate rates. The City has received your request to potentially use the underlying fill materials for an alternative purpose. Modification of Basin 3B and removal of its discharge orifice could present some risk to downstream property owners, improvement districts and high pressure gas line utility stakeholders. At the same time, there is a critical need to create a regional storm solution to allow continued mountainside development and to provide the necessary infrastructure to address regional storm water issues and concerns.

To date, we have received plans prepared by Stantec Consulting that propose modifications and improvements to the existing "private" storm drainage system within Stoneleigh Heights Phase 3A & 3B Subdivision. While these plans appear to address the conveyance of the storm water runoff from Stoneleigh Heights there are other aspects or elements of the project that will also need to be detailed and submitted as part of the final Land Disturbance permit approval.

Upon awarding of the contract and completion of the related items necessary to construct the regional detention basin solution for the area tributary, the Draper City Engineer will issue a land disturbance permit for the excavation and removal of the Stoneleigh Heights Detention Basin 3A/3B fill material and placement of said material, if within the limits of Draper City, after the following conditions have been completed:

1. A completed application (see attached, although no fee will be required) shall be provided in accordance with Section 18-2-030 of the Draper City Municipal Code (DCMC). Three sets of all required plans and application documentation shall include all the required plans, specifications, reports, documentation and information necessary to process the request.
2. Required plans shall indicate the intent to construct all of the storm drain improvements and modifications as indicated on the "Stantec Plan" as previously reviewed by Draper City.

These improvements are necessary to insure conveyance of the 100-year design storm event into the Stoneleigh Heights 3A/3B storm drain system prior to the removal of the existing Stoneleigh Heights detention basin. As the existing storm drain system is privately maintained, copies of the owner's authorization to construct these improvements shall be provided as part of the complete application.

3. Required plans and specifications for the proposed excavation site and proposed haul site shall be provided in accordance with Section 18-2-040 Plans and Specifications of the DCMC. More particularly, the plans shall include the following:
 - a) a vicinity sketch or other data indicating the site location;
 - b) the property lines and dimensions and bearings of the property on which the work is to be performed;
 - c) the location of any existing buildings or structures on the property where the work is to be performed;
 - d) accurate topography showing suitable contours of the existing and proposed ground elevations, with the contours extending past the boundary lines of any project for a minimum of 100 feet;
 - e) the elevations, dimensions, locations, extent, and slopes of all proposed land disturbance activities shown by contours or other means;
 - f) a certification of the quantity and type of material of any proposed excavation and fill;
 - g) the estimated starting and completion dates for the proposed land disturbance activities and proposed land disturbance activities schedule and permit term;
 - h) detail plans of all drainage plans of all drainage devices, walls, cribbing, dams, or other protective devices to be constructed in connection with, or as part of, the proposed work, together with a map showing the drainage area and estimated runoff of the area served by the drains, with all hydrologic and hydraulic calculations signed by a civil engineer;
 - i) temporary construction entrance and exit plan;
 - j) signed, written authorization from the property owner giving the applicant permission to access the property and perform the proposed land disturbance; and
 - k) any additional plans, drawings, or calculations required by the City Engineer.
4. Required plans shall include a Grading Plan, Drainage Plan and Erosion and Sediment Control Plan representative of the proposed excavation site and the proposed fill site, if the fill site is to be constructed within Draper City Limits, in accordance with Section 18-2-050 Grading Plan, Section 18-2-060 Drainage Plan and Section 18-2-070 Erosion and Sediment Control Plan of the DCMC.
5. Required plans shall include a Revegetation Plan representative of the proposed excavation site and the proposed fill site, if the fill site is to be constructed within Draper City Limits, in accordance with Section 18-2-080 Revegetation Plan of the DCMC.

6. Required plans shall include a geotechnical investigation on slope stability for the newly exposed slope. The investigation needs to consider slope stability and erosion issues caused by plugging of inlet grates and overtopping of curbs for the privately maintained inlets. The assurance of slope stability following the removal of the material is critical to the undeveloped portion of Stoneleigh Heights Phase 3B.
7. Required plans shall indicate the manner in which the existing slope drains shall be protected during excavation to insure for the long-term stability of the remaining slope adjacent to Stoneleigh Heights 3B.
8. Prior to issuance of a Land Disturbance Permit, the Applicant will be required to enter in to security agreement in a form acceptable to the City to insure the completion of the activities and improvements required to complete the approved activities. The security shall be equal to 110% of the estimated cost for completion per the provisions of Section 18-4 Bonds of the DCMC.
9. The Land Disturbance Permit will be issued for a period not to exceed one year. At the conclusion of the one year period, we request that the applicant update the application/permit by reporting progress, updating contact information and considering any additional provisions not known at this time. Thereafter, the permit would be re-issued for an additional one year period.

If you have any questions, please call.

Exhibit 5 - 2



EXHIBIT #1

NOTES.

1. STRUCTURAL INTEGRITY OF SLOPE SUPPORTING SUNCREST DRIVE AND IMPROVEMENTS (HOMES, UTILITY LINES, ROADS, ETC.) WITHIN STONELEIGH HEIGHTS PHASE 3 SHALL NOT BE COMPROMISED BY REMOVAL OF DETENTION BASIN EMBANKMENT. A GEOTECHNICAL ENGINEER SHALL VERIFY AND CERTIFY AS TO THE INTEGRITY OF THE REMAINING SLOPES AFTER MATERIAL HAS BEEN REMOVED.
2. CONTRACTOR SHALL OBTAIN NECESSARY PERMITS AND APPROVALS FOR ALL WORK WITHIN THE 50' AQUEDUCT RIGHT OF WAY PRIOR TO CONSTRUCTION.
3. CONTRACTOR SHALL FILL IN (PER GEOTECHNICAL ENGINEERS RECOMMENDATIONS) ANY LOW POINTS THAT MAY RESULT FROM THE REMOVAL OF THE EMBANKMENT AS SHOWN HEREON.
4. CONTRACTOR SHALL VERIFY EXISTING CONDITIONS PRIOR TO COMMENCEMENT OF WORK.
5. CONTRACTOR IS RESPONSIBLE FOR SLOPE STABILIZATION AND EROSION CONTROL MEASURES DURING AND AFTER EMBANKMENT REMOVAL.
6. VOLUME OF MATERIAL TO BE REMOVED = 20,500 YARDS.

ORIGINAL SHEET / NO. 4



Stantec

Stantec Consulting Services Inc.
 3985 South 700 East, Suite 300
 Salt Lake City UT U.S.A
 84107
 Tel: 801.261.0090
 Fax: 801.266.1671
 www.stantec.com

Client, Project
STONELEIGH HEIGHTS
AT SUNCREST

Date
STONELEIGH HEIGHTS
PHASE 3 POND REMOVAL
GRADING

DECEMBER 2011
 1863106000



PILE TO BE
REMOVED



DRAPER CITY
1020 E. Pioneer Road
Draper, Utah 84020
(801) 576-6546
Fax (801) 576-6388

Land Disturbance Permit

\$50.00 WAIVED

Application Date: JUNE 12, 2013 Expiration Date: OCTOBER 30, 2013

Name of Applicant: DJ INVESTMENT GROUP LLC

Mailing Address: P.O. BOX 1, DRAPER, UTAH
Zip Code 84020

(24 HR) PHONE: 801-891-9126 FAX: N/A

Please Check One

- Subdivision
- Site Plan
- Other

Location of Land Disturbance: STONELEIGH HEIGHTS

Purpose of Land Disturbance: DUMP EXCESS SOIL FROM BASEMENT

EXCAVATION

Cubic Yards APPROX 3000 CY Square Feet N/A

Please provide the following

- Vicinity map show the site location EXHIBIT 1
- Property lines, dimensions and bearing of the property N/A
- Location of existing buildings or structures on the property and adjacent property within 50 feet of property boundary N/A
- Location of landmark trees NONE
- Accurate topography showing contours of the existing and proposed ground elevations N/A ONLY SHORT TERM TEMPORARY LOCATION
- The elevations, dimensions, locations, extent, and slopes of all proposed land disturbance activities shown by contours N/A ONLY TEMPORARILY

- A certification of the quantity and type of material of proposed excavation or fill **N/A**
- The estimated starting and completion dates **JUNE 20, 2013 - OCT 31 2013**
- Detailed plans of all drainage devices, walls, cribbing, dams, or other protective devices to be constructed with or as a part of the proposed work **N/A**
- Temporary construction entrance and exit plan **N/A**
- Type of structure to be constructed on site **NONE**
- Erosion Control Plan **TO BE ADDRESSED IN REMOVAL OF 3 B DETENTION POND REMOVAL**
- Revegetation Plan

Conditions of Approval:

1. Applicant shall apply appropriate tackifier to dirt stockpile if requested by Draper City
2. Applicant shall be responsive to adjacent property owners and will address all concerns expressed in a timely manner
3. Applicant shall maintain all erosion control measures

*The applicant must notify the City Engineer or the Engineering Inspector twenty four (24) hours in advance before any work is started.

*All signage shall be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD).

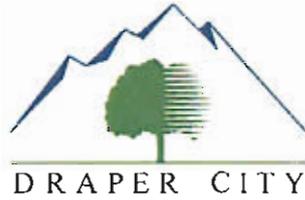
Applicant is required to consult utility companies operating in this area before excavation. In granting this permit Draper City makes no representation as to the location of utility facilities in the area to be excavated for the affect of the permitted excavation on said utilities.

In consideration for the granting of a Land Disturbance Permit by Draper City, the above-named applicant hereby promises (1) to perform the excavation applied for in a professional manner and in conformity with ordinances of Draper City and (2) to save harmless Draper City, its officers, agents, employees or servant from any and all costs, damages and liabilities that which may accrue or be claimed to accrue by reason of any work performed under a permit issued pursuant to this application.

DJ INVESTMENT GROUP LLC *David K. Mundy* 6 / 12 / 2013
 MEMBER/MANAGER Signature of Applicant Date

Approved _____ / _____ / _____
 City Engineer Date

The application you are submitting may become a public record pursuant to the provisions of the Utah State Government Records Access and Management Act (GRAMA). You are asked to furnish the information on this form for the purpose of identification and to expedite the processing of your request. This information will be used only so far as necessary for completing the transaction. If you decide not to supply the requested information, you should be aware that your application may take a longer time or may be impossible to complete. If you are an "at-risk government employee" as defined in Utah Code Ann. § 63-2-302.3, please inform the city employee accepting this information. Draper City does not currently share your private, controlled or protected information with any other person or government entity.



Public Works Department
Engineering Division Memorandum

To: DJ Investment Group, L.L.C.
Civil Engineering reviewed by: Troy Wolverton, P.E. / City Engineer
Cc: Doug Ahlstrom / Draper City Attorney
Jody K Burnett/ Williams & Hunt
Date: June 17, 2013
Subject: Land Disturbance Permit–June 12th,2013 Request to
Remove Excavated Materials from Stoneleigh Heights
Phase 3B

We have reviewed your request for a land disturbance permit and are prepared to approve a permit subject to satisfaction of the conditions discussed below and required by the Draper City Municipal Code(DCMC). Please see the following list of items that appear outstanding and need to be completed:

General Items

1. A completed application includes several supporting documents. Three sets of all required plans and application documentation shall include all the required plans, specifications, reports, documentation and information necessary to process the request.
2. Plans submitted were not prepared by a licensed professional and signed appropriately. All plans, specifications, and reports shall be prepared and signed by a civil engineer, soils engineer, engineering geologist and/or landscape architect, as applicable, DCMC 18-2-030.
3. Authorization from other property owners to disturb lands held by DR Horton and Metropolitan Water District of Salt Lake & Sandy has not been provided as part of the submittal. Please provide authorization of all effected parcel owners DCMC 18-2-040(l).
4. Plans submitted depicts grading and excavations not currently contemplated by this initial request. Draper City is not able to approve plans depicting other work not part of the intended disturbance. Plans shall depict only the intended disturbance.
5. Required plans and specifications for the proposed exeavation site and proposed haul site shall be provided in accordance with Section 18-2-040 Plans and Specifications of the DCMC. More particularly, the plans shall include the following:
 - a) a vicinity sketch or other data indicating the site location;
 - b) the property lines and dimensions and bearings of the property on which the work is to be performed;

- c) accurate topography showing suitable contours of the existing and proposed ground elevations, with the contours extending past the boundary lines of any project for a minimum of 100 feet;
- e) the elevations, dimensions, locations, extent, and slopes of all proposed land disturbance activities shown by contours or other means;
- f) a certification of the quantity and type of material of any proposed excavation and fill;
- g) detail plans of all drainage plans of all drainage devices, walls, cribbing, dams, or other protective devices to be constructed in connection with, or as part of, the proposed work, together with a map showing the drainage area and estimated runoff of the area served by the drains, with all hydrologic and hydraulic calculations signed by a civil engineer;
- i) temporary construction entrance and exit plan;
- j) signed, written authorization from the property owner giving the applicant permission to access the property and perform the proposed land disturbance; and
- k) any additional plans, drawings, or calculations required by the City Engineer.

Grading Plan

- 6. Grading plan is not stamped and signed by licensed civil engineer. Grading plan shall be prepared and signed by licensed civil engineer per DCMC 18-2-050.
- 7. Plans shall provide proposed contour information for proposed fill site area or maximum height and slope limitations per DCMC 18-2-040(g).
- 8. Plans shall indicate the limits of disturbance for the proposed excavation, proposed haul route and fill site.
- 9. Plans shall indicate the maximum height of the fill placement. Maximum height of fill shall be 25 feet, unless a report is submitted prepared by and signed by a professional engineering geologist and soils engineer attesting to the appropriateness, safety and stability of the proposed fill slope, per DCMC 18-3-060(a).
- 10. Maximum fill slope shall not exceed 2:1, per DCMC 18-3-060(b).

Drainage Plan

- 11. No drainage plan provided with application. Drainage plan to be prepared by and signed by a licensed civil engineer per DCMC 18-2-060.

Erosion and Sediment Control Plan

- 12. Plans shall indicate the intent to provide erosion and sediment control devices. This intent is most often indicated by providing an erosion and sediment control plan prepared by and signed by a licensed civil engineer per DCMC 18-2-070.

13. Plans shall indicate the intent to provide drainage devices as a means of controlling erosion, per DCMC 18-2-040(i).
14. Storm Water Pollution Prevention Plan (SWPPP) is required, including Notice of Intent, best management practices (BMPs) for protection devices, maintenance plan, etc., per DCMC 18-3-020. It is further recommended that the SWPPP include the Fugitive Dust Control Permit required by the Utah State Division of Air Quality.

Revegetation Plan

15. Required plans shall include a Revegetation Plan representative of the proposed excavation site and the proposed fill site in accordance with Section 18-2-080 Revegetation Plan of the DCMC. Due to the proposed method of material transport, the haul route will also require some means of establishing vegetative cover damaged during material transport to insure slope stability following completion.
16. Revegetation plan shall include BMPs once stockpile is removed per DCMC 18-3-180.
17. Plans shall indicate a proposed schedule indicating the duration of time in which the temporary stockpile will exist. Given that the current DR Horton excavation is occurring under valid building permit issuances, stockpile stabilization may be required prior to issuing a Certificate of Occupancy for the units where the material was excavated per DCMC 18-3-170. Once we receive more detail, we will coordinate with the Building Department on the management of this issue.

Soils Report

18. A soils report indicating the suitability of the proposed fill site to receive these materials shall be submitted. Soils report to be prepared by and signed by a licensed soils engineer per DCMC 18-2-090.

Restoration and Revegetation Guarantee

19. Prior to issuance of a Land Disturbance Permit, the Applicant will be required to enter in to security agreement in a form acceptable to the City to insure the completion of the activities and improvements required to complete the approved activities. The security shall be equal to 110% of the estimated cost for completion per the provisions of Section 18-4 Bonds of the DCMC.
20. The Land Disturbance Permit will be issued for a period not to exceed one year. At the conclusion of the one year period, a six month extension may be granted. Further extensions are subject to authorization and approval of the Draper City Council.

If you have any questions, please call.

Land Disturbance Permit Requirements to Remove Stoneleigh Heights Fill

Upon completion of the following items, Draper City will be happy to issue a land disturbance permit for the subject project:

1. Three sets of all required plans, specifications, reports, documentation and information necessary to process the request (a completed application – no fee assessed) shall be provided in accordance with Section 18-2-030 of the Draper City Municipal Code (DCMC).
2. Required plans shall indicate the intent to construct all of the storm drain improvements and modifications as indicated on the “Stantec Plan” as previously reviewed by Draper City. These improvements are necessary to insure conveyance of the 100-year design storm event into the Stoneleigh Heights 3A/3B storm drain system prior to the removal of the existing Stoneleigh Heights detention basin.
3. Required plans and specifications for the proposed excavation site and proposed haul site shall be provided in accordance with Section 18-2-040 Plans and Specifications of the DCMC. More particularly, the plans shall include the following:
 - a) a vicinity sketch or other data indicating the site location;
 - b) the property lines and dimensions and bearings of the property on which the work is to be performed;
 - c) the location of any existing buildings or structures on the property where the work is to be performed;
 - d) accurate topography showing suitable contours of the existing and proposed ground elevations, with the contours extending past the boundary lines of any project for a minimum of 100 feet;
 - e) the elevations, dimensions, locations, extent, and slopes of all proposed land disturbance activities shown by contours or other means;
 - f) a certification of the quantity and type of material of any proposed excavation and fill;
 - g) the estimated starting and completion dates for the proposed land disturbance activities and proposed land disturbance activities schedule and permit term;
 - h) detail plans of all drainage plans of all drainage devices, walls, cribbing, dams, or other protective devices to be constructed in connection with, or as part of, the proposed work, together with a map showing the drainage area and estimated runoff of the area served by the drains, with all hydrologic and hydraulic calculations signed by a civil engineer;
 - i) temporary construction entrance and exit plan;
 - j) signed, written authorization from the property owners giving the applicant permission to access the property and perform the proposed land disturbance; and
 - k) any additional plans, drawings, or calculations required by the City Engineer.

4. Required plans shall include a Grading Plan, Drainage Plan and Erosion and Sediment Control Plan representative of the proposed excavation site and the proposed fill site, if the fill site is to be constructed within Draper City Limits, in accordance with Section 18-2-050 Grading Plan, Section 18-2-060 Drainage Plan and Section 18-2-070 Erosion and Sediment Control Plan of the DCMC.
5. Required plans shall include a Revegetation Plan representative of the proposed excavation site and the proposed fill site, if the fill site is to be constructed within Draper City Limits, in accordance with Section 18-2-080 Revegetation Plan of the DCMC.
6. Required plans shall include a geotechnical investigation on slope stability for the newly exposed slope. The investigation needs to consider slope stability and erosion issues caused by plugging of inlet grates and overtopping of curbs for the privately maintained inlets. The assurance of slope stability following the removal of the material is critical to the undeveloped portion of Stoneleigh Heights Phase 3B.
7. Required plans shall indicate the manner in which the existing slope drains shall be protected during excavation to insure for the long-term stability of the remaining slope adjacent to Stoneleigh Heights 3B.
8. Prior to issuance of a Land Disturbance Permit, the Applicant will be required to enter in to security agreement in a form acceptable to the City to insure the completion of the activities and improvements required to complete the approved activities. The security shall be equal to 110% of the estimated cost for completion per the provisions of Section 18-4 Bonds of the DCMC.
9. The Land Disturbance Permit will be issued for a period not to exceed one year. At the conclusion of the one year period, we request that the applicant update the application/permit by reporting progress, updating contact information and considering any additional provisions not known at this time. Thereafter, the permit would be re-issued for an additional one year period.

If you have any questions, please call.

with Pioneer Road. He said the bond will be \$25-28 million, which includes \$1 million for the cycle park. The school district and Juan Diego may contribute toward this. Councilmember Colbert expressed a concern that Draper residents are paying toward County recreation centers and will be paying for future centers that won't be in Draper. Councilmember Summerhays suggested asking the county for the money when it becomes available. Discussion was held about the bonded indebtedness of the city and comparisons with surrounding cities. Councilmember Rappleye asked that maintenance and operation costs be included. Mr. Long talked about the cost for the facility and outlined the next steps that need to be taken, including a feasibility study, site analysis, and a community survey. He said we are looking at getting this on a June ballot. He said a citizen campaign committee is critical because the city cannot campaign for the bond. He asked that each councilmember submit two names for committee members. The council expressed support but wanted to ensure that real costs are included.

12.0 Memorandum of Understanding with Dave Mast.

9:01:49 PM

- 12.1 Doug Ahlstrom explained that Mike Brodsky, Hamlet Homes in Stoneleigh Heights, asked for a letter explaining the city's position on the 3B detention basin. He said the facility was approved as a temporary basin that could become permanent. Mr. Brodsky would like to sell the development but there is an issue regarding the storm water draining and where the water would go if 3B goes away. Mr. Ahlstrom said he believes it should go away when a regional detention facility is completed. Mr. Ahlstrom showed a PowerPoint presentation and pointed out a potential regional facility on city property. He noted the activity would not be in the open space. He said the plan must be approved the DJI Investment and Zions Bank. He then pointed out the drainage from 3B to Hog Hollow Creek. He said DJI would like to use the fill that is under 3B for various purposes to DJI and Hamlet Homes have come to a tentative agreement on that. Mr. Ahlstrom reviewed the functions and controls for 3B. Dave Decker showed a PowerPoint and said a regional detention pond will solve everyone's detention requirements in that area but that the staff is uncomfortable with approval until there is assurance that 7A and the regional detention pond will be funded and constructed. Even if it is not under construction, he would like to see a written document showing consent of all parties with a plan, property and easements to move forward. Stantec Engineering has reviewed the plan and recommends some minor modifications if 3B go away. The request is to use the fill from along the edge of 3B. An easy fix would be to remove the wall where the orifice is and build a full box where the water can pass through. The a curb embankment on Stoneleigh Heights Road needs to be installed, and manhole covers need to be bolted down. He said the last cost estimate he has seen is about \$1 million. Mr. Ahlstrom said he cannot recommend approval of the MOU because it goes too far on some points. He referenced a memo from City Engineer Troy Wolverton

indicating that the final design of an alternative and construction of 7A, filing of approval of a land disturbance permit, and completion and construction of the Stantec Engineering recommendations need to be done before 3B goes away. If 3B goes away, we lose the orifice. Until it is done downstream, we need that orifice. Councilmember Colbert said Utah County has jurisdiction and they have expressed concerns. Mr. Ahlstrom said they also need to submit an estimate of the cost of completing the work. His recommendation is that the regional facility be built at least to a point where it has a control structure before the slope of 3B can be removed. Councilmember Colbert asked if there is a way to have all parties work together on a comprehensive MOU, noting that the state will also need to approve it. Mr. Ahlstrom said the city is also receiving competing pressure from Hamlet Homes so they can sell the project. He would like to help them out and have this be a good solution.

9:21:59 PM

12.2 Dave Mast said he supports Mr. Brodsky's request and sees a way to resolve the issue. The city approved as 3B as a temporary pond and the pipe is there. The storm drainage will go under 7A and drain onto his property. Even with a large storm, there won't be that much water going on to Zions' property. Mr. Mast said he has negotiations with Zions Bank and they would like to use some of the fill. This is the part lost in the minutia. He said the fill is needed to make some of the fixes work. He said Draper City will contract to build the facility. He proposed having the engineers to come up with a design, and when city is ready to let out bid he will connect the temporary pond permanently and the water will come down. He said he doesn't want the city to interfere with his relationship with Zions to come up with a global agreement. The city approved this detention pond as a compromise. It was a temporary facility. There is a 1" orifice. The city probably should not have approved it. It has overflowed. He asked that the council let Zions Bank, DJI and Draper City's attorney Jody Burnett work this deal through. Mr. Mast noted he dedicated the property where the city is discussing a the detention pond. It will serve all the community at his expense. He suggested the council make a motion that he cannot connect the storm drainage for phase 3 until such time there is an approved drawing for the regional dam. Then at that point we know it is inevitable it will be built. He said he would first connect phase 3 to permanent piping, then remove the fill and use it to his discretion. The road will require more fill than the dam. Mayor Pro Tem Rappleye said the MOU is under consideration but the council does not need to rewrite it at this meeting. Mr. Mast said he holds the city harmless in the MOU. He said if 3B is a retention pond there should not be an orifice. Mr. Ahlstrom clarified it is a detention pond. Mr. Mast said he would like to incorporate that to accept they will assume the responsibility and change the last preface paragraph of the engineering memo from "completion" to "approved regional dam drawings." If the dam has to be built first, it is a taking and it kills it. Councilmember Colbert said he doesn't know if the dam needs to be built, but he wants actual cash in escrow so we know there is money to build the dam.

Councilmember Summerhays if there is a time period for 7a to be built. Mr. Ahlstrom said there is not. He clarified there is no agreement with Draper City. The agreement is between the parties responsible for designing their own storm detention. We are the approving authority, not a party to it. The city will require a bond. Councilmember Colbert said he believes Zions Bank must be involved and there must be money in escrow. Mr. Mast said Councilmember Colbert is not a businessman and is getting the cart before the horse. He said he must have an agreement that there is something to start with, which is the fill not the dam.

9:40:24 PM

12.3 Mike Brodsky, Hamlet Homes, said he wanted to raise a couple of points. The underlying issue affects his development of Stoneleigh Heights, so he must be a party. Pond 3B was intended to be a temporary pond until there was an alternate for 7A, then 3B would be removed. Mr. Ahlstrom told him to clearly work out the steps needed to remove 3B with the engineering department. Stantec has developed a fully engineered drawing that details what has to happen to dismantle the pond, including removing the orifice, bolting down the manholes, modifying catch basins, and raising the curb. A condition of his proposed agreement with Mr. Mast is that he must follow that plan in dismantling the pond. He said he has read the Engineering memo and concurs completely with one exception. The dirt from the pond, 20,000 yards plus of engineered fill, is high quality material. The only exception he has is the timing. The fill material is appropriate for use in a wide variety of functions in developing the property. His recommendation is to say the pond cannot be dismantled until Items #2-4 in the memorandum are complied with. He said Item #1 should say the design is approved and ready to construct. Councilmember Colbert said he wants to make sure there is a construction contract and money in place. Mr. Ahlstrom said they are not considering the protection of the property downhill if there is a 100-year storm. Right now, the orifice gives the protection. Mr. Brodsky said he represents less than 5% of the water from the 106 acres draining into 7A now. The amount of water coming from Stoneleigh Heights is of no consequence. Mr. Ahlstrom said the eastern most building is on the edge of the slope. Some fill needs to remain on that. Mr. Brodsky said the grading plan does not affect the limit of disturbance or the lot. The pond and additional fill was added after the original design and most of the grading had been done. They are simply removing the surplus fill that was used to create the pond. Mr. Ahlstrom said it seems the dilemma is that staff recommends full protection by having the dam completed. That doesn't help the applicant. He asked if the council is willing to assume some risk. Councilmember Colbert asked what risk the council is entailing if 95% of the flow from Suncrest is going into 7A and only 5% from Stoneleigh Heights. Mr. Decker said it is a fairly small amount of water relative to the balance of the basin but he doesn't know the percentage. We are trying to get down to exactly what needs to be in place so the city feels comfortable. Councilmember Colbert said he would like some incentive for all the parties to get together and move forward. Councilmember Walker said he is in favor of trying to work out a way of getting

it done short of having the dam built first. If we can go step by step through the process, he is willing to consider it. Mr. Decker said he would like to find the point where the funds are ready to go and there is a signed agreement. It would be ideal if the construction were done, but the assurance that everything is ready to go would be acceptable. Detention on the hillside so we weren't relying on 7A was a big issue when Stoneleigh Heights Phase 3 was approved. Because of legal issues, we were trying to protect Stoneleigh Heights and the property owners. We don't want to remove that protection. Councilmember Stenquist said a "hold harmless" agreement should be included. Mr. Mast said he will make the effort with North Utah County Water Conservancy District to let them know the plan. The assurance is he can't exceed that. Before any dirt is moved, he must have a land disturbance permit from the city. He said a trigger mechanism could be "at the time of the approved plans to build the dam" assuming he and Zions and the city can work toward getting it resolved. The MOU could be incorporated and with the acknowledge of North Utah County he can permanently connect Phase 3 storm drainage into an existing pipe and then remove the fill. Councilmember Colbert said he can support something like that. Any support tonight will be contingent that staff agrees to something that takes the risk from city's hands.

9:55:38 PM

12.4 Mayor Pro Tem Rappleye said there is a lot to consider. While there are good reasons to try to get it done, he has concerns in the verbiage or elements of the MOU. Councilmember Stenquist said it is encouraging we had chance to understand the steps to be taken to dismantle 3B. He likes the idea of tying it to a land disturbance permit. He said he is okay with a small amount of water and accepting a little risk there but want to make sure we have covered as much as we can. Councilmember Colbert noted the staff memo has nothing about the North Utah County District giving approval. Mr. Decker said the approval process will go through the state. The main difference is you can have approved plans but not the rest. Councilmember Colbert said he thinks we need an approved contract.

9:58:04 PM

12.5 **A motion was made by Councilmember Walker to continue this item for two weeks directing staff to work with the applicants to get comfortable with getting the process to move forward short of having the dam completed and understanding it is not the ideal thing for us. The motion was seconded by Councilmember Colbert.**

9:58:44 PM

12.6 Colbert said Mr. Brodsky and Mr. Mast want something more positive. He suggested approving the MOU contingent. Mayor Pro Tem Rappleye said there are a lot of issues brought up that need consideration. There is a need to find middle ground so the city is not exposed but not to create undue burden on the parties trying to get the project done.

10:00:22 PM

12.7 Councilmember Colbert moved to amend to approve the MOU contingent on the engineering staff memorandum and signed by three parties: Brodsky, DJI, Zions Bank and to include final design approval, construction contract awarded and funds in place before any disturbance permit issued. The amendment failed due to lack of a second.

10:01:50 PM

12.8 Mr. Long said he has a sense from the council to try to make this work and thinks the staff knows the level of risk. He said he would work with David Decker and Doug Ahlstrom to come up with something they feel is acceptable. He offered to call David Meeks and tell him the council is interested in making it happen.

10:04:15 PM

12.9 The motion carried by unanimous vote.

14.0 Council/Manager Reports

10:04:30 PM

14.1 A motion to go past ten o'clock was made by Councilmember Summerhays and seconded by Councilmember Colbert.

10:04:52 PM

14.2 The motion carried with 3 ayes (Summerhays, Colbert, Rappleye) and two nays (Stenquist, Walker)

10:05:08 PM

14.3 Councilmember Walker said a couple of people talked to him about the private alarm situation and the police response. Danyce Steck said the staff works with this complaint frequently. She said the owner of the alarm has a notification list that is contacted before police response. If he notifies the police first and it is a false alarm, the owner gets billed. There are probably several points of contacts before the police respond, and that sometimes takes quite a bit of time. The fees for false alarm responses were noted.

10:08:11 PM

14.4 Councilmember Stenquist said he had sent an e-mail about some of the legislative bills ULCT is watching. He said some of the bills are concerning but there do not yet seem to be any that have a disproportionate impact on Draper City.

10:08:48 PM

14.5 Mayor Pro Tem Rappleye said the Lone Peak Hospital ground breaking will be held in April. If there are names for invitations, please get those names to Maridene Hancock. He said he has been corresponding with someone about the dog park. They suggested working with the county to use part of the Hang