



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, February 18, 2014**, 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
- 5:40 p.m. 2.0 **Council/Manager Reports**
- 6:00 p.m. 3.0 **Presentation: Jordan River Commission Best Practices** – Laura Hanson, Executive Director
- 6:15 p.m. 4.0 **Discussion: Safety of Pedestrians in Right-of Way** – Chief Bryan Roberts

BUSINESS MEETING

- 7:00 p.m. 1.0 **Call to Order:** Mayor Troy Walker
- 7:00 p.m. 2.0 **Comment/Prayer and Flag Ceremony by Scout Troop #931**
- 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 **Consent Items:**
- a. Approval of February 11, 2014, Minutes
 - b. **Resolution #14-14**, Reappointing Brian Portman to the Tree Commission
 - c. **Resolution #14-15**, Appointing Darrell Smith and Tad Draper to the Historic Preservation Commission
 - d. **Resolution #14-13**, Appointing Scott McDonald as an Alternate to the Planning Commission
 - e. **Agreement #14-19**, UT-WARN – Public Works Aid
 - f. **Resolution #14-17**, Supporting the Relocation of the State Prison
 - g. **Agreement #14-22**, Post Closing Agreement for Steep Mt. Church

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 Rachele Conner, MMC, City Recorder at (801) 576-6502 or rachele.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.

- 7:25 p.m. 5.0 **Discussion:** 13200 South Project – Derek Coulter
- 7:35 p.m. 6.0 **Presentation:** David Mast Proposal
- 7:45 p.m. 7.0 **Action Item: Resolution #14-11,** Appointing the City Treasurer.
- 7:50 p.m. 8.0 **Public Hearing: Ordinance #1084,** For Approval of a Zoning Map Amendment from RA1 Residential to OR Office Residential Located at 309 East 13800 South. This application is otherwise known as the *Miller Rezone*. Staff report by Dan Boles.
- 8:05 p.m. 9.0 **Action Item:** On the request of Eric Saxey of Everest Builders for approval of a Preliminary Plat for a 44-unit townhome development on 3.9 acres in the RM2 (Residential Multi-Family) zone located at 13433 S. Minuteman Drive. This application is otherwise known as the *Draper Creekside Townhomes Preliminary Plat Request*. Staff report by Dennis Workman.
- 8:10 p.m. 10.0 **Public Hearing: Budget Amendments.** Staff report by Bob Wylie.
- 8:20 p.m. 11.0 **Discussion:** Communities That Care Program. Staff report by Bryan Roberts.
- 8:30 p.m. 12.0 **Discussion:** Traverse Ridge Special Service District Salt Dome. Staff report by Russ Fox.
- 8:40 p.m. 13.0 **Adjournment**

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 **18th day of February, 2014**, 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/pmr, 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

CONSENT
ITEM #A

MINUTES OF THE DRAPER CITY COUNCIL MEETING HELD ON TUESDAY, FEBRUARY 11, 2014, IN THE DRAPER CITY COUNCIL CHAMBERS, 1020 EAST PIONEER ROAD, DRAPER, UTAH.

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

PRESENT: Mayor Troy Walker, and Councilmembers Bill Colbert, Bill Rappleye, Jeff Stenquist, Alan Summerhays, and Marsha Vawdrey

STAFF PRESENT: David Dobbins, City Manager; Russ Fox, Assistant City Manager; Doug Ahlstrom, City Attorney; Rachelle Conner, City Recorder; Keith Morey, Community Development Director; Rhett Ogden, Recreation Director; Glade Robbins, Public Works Director; Garth Smith, Human Resource Director; and Bob Wylie, Finance Director

Study Meeting

1.0 Dinner

2.0 Harassment Avoidance and Open Meetings Training

[5:57:54 PM](#)

2.1 Garth Smith, Human Relations Director, presented the Harassment Avoidance Training, and Rachelle Conner, City Recorder, presented the Open Meetings Training.

3.0 Discussion – Little Valley Open Space

[6:32:28 PM](#)

3.1 Brad Jensen, Engineer, introduced members of the Parks, Trails, and Recreation Committee and individuals from Healthy Draper. They discussed their plans for a multi-use beginner and intermediate trail at the trail head in Little Valley.

Business Meeting

[7:01:37 PM](#)

1.0 Call to Order

1.1 Mayor Walker called the meeting to order and welcomed those in attendance. He introduced Marsha Vawdrey as the newest Council Member and advised the City is lucky to have her in this capacity.

2.0 Comment/Prayer and Pledge of Allegiance

[7:04:21 PM](#)

2.1 Scout Troop #606 presented the colors and offered the prayer.

3.0 Citizen Comments

[7:07:24 PM](#)

- 3.1 Amber Brosig noted she is the Managing Trustee of Children and the Earth. They are a nonprofit organization that raises money for sick and needy kids. Their biggest event is held in July each year in Draper, and this will mark their 5th year. They are hoping to raise over \$100,000, which will help 40 different children. Part of this event is a 5k run, and they were told they could not do it in July because of Draper Days. She asked the City Council to make them the exception to the rule. They have worked hard to brand their event, and they would really like to keep it in July. They would only need police services for an hour and a half on July 12th.

David Dobbins, City Manager, indicated they have already spoken with Chief Roberts about this issue. Due to other events going on at that same time, they do not have the staff to handle this request.

[7:10:50 PM](#)

4.0 Consent Items

- a. Approval of January 21, 2014, Minutes
- b. **Agreement #14-12**, Assessment in Lieu – Windamere Estates Subdivision
- c. Declaration of Easements, Centennial Heights Lots 201, 202, and 203

[7:11:19 PM](#)

- 4.1 **Councilmember Stenquist moved to approve the consent calendar as listed. Councilmember Summerhays seconded the motion.**

[7:11:33 PM](#)

- 4.2 **A roll call vote was taken with Councilmembers Colbert, Rapple, Stenquist, Summerhays, and Vawdrey voting in favor. The motion passed unanimously.**

5.0 Presentation: Knights of Columbus Presenting a Check to the Police Department for Domestic Violence Victims.

[7:12:24 PM](#)

- 5.1 Louis Amarosa, Knights of Columbus, indicated they raise funds each year by selling tamales, and they like to donate the proceeds from those funds to the Draper Police Department for Victims of Domestic Violence. He presented a check for \$1,500 to Sergeant Chad Carpenter.

Norbert Martinez recognized Sergeant Evans and other officers for their help in making the tamales.

Anthony Ritoles, Knights of Columbus, introduced himself as well.

Sergeant Carpenter noted the Knights of Columbus have been very supportive of the Draper Police Department and the service they provide to the victims of domestic violence. He advised the Police Department appreciates the relationship they have with this group, and he expressed gratitude for this donation.

Mayor Walker thanked the Knights of Columbus for everything they do for the community. They are a tremendous contributor to the City of Draper.

6.0 Presentation: Popular Annual Financial Report

[7:16:30 PM](#)

6.1 Jared Zacharias, Senior Accountant, presented the Popular Annual Financial Report for Fiscal Year July 2012 to June 2013. The report is a condensed version of the Certified Annual Financial Report. He reviewed the highlights of the report.

[7:24:34 PM](#)

6.2 Mr. Dobbins noted this will be posted on the City website. It is a great source of information for the residents and is a good summary of what the City does.

[7:25:00 PM](#)

6.3 Councilmember Stenquist asked whether this can be made available as a hard copy in the foyer and perhaps the City could mail a copy to the residents. He said he understands it is an expense to mail this out.

[7:25:41 PM](#)

6.4 Councilmember Colbert noted it is helpful to have this information available for youth groups and when the Council meets with other groups.

7.0 Public Hearing: For Approval of a Preliminary Plat for a 44-Unit Townhome Development on 3.9 Acres in the RM2 (Residential Multi-Family) Zone Located at 13433 South Minuteman Drive.

[7:26:47 PM](#)

7.1 Dennis Workman, Planner, noted this request is for preliminary plat approval. Draper Creekside is a 44-unit townhome development located just north of the Bella Monte development. The Planning Commission has forwarded a positive recommendation to the City Council. The final plat will come to the Council for consideration at a later date.

[7:28:57 PM](#)

7.2 Councilmember Summerhays asked whether there is adequate room for snow plows and snow removal. Mr. Workman indicated these are private streets, so the City will not be plowing these roads.

[7:30:00 PM](#)

7.3 Mayor Walker opened the public hearing.

7:30:13 PM

7.4 Todd Godfrey, Attorney, noted his office represents the adjacent property owner. They forwarded a letter to the City Council earlier that day. They are concerned about the configuration of the project and the elimination of his client's access. The objections are stated in his letter, and he would like that letter to be part of the record.

7:31:00 PM

7.5 Councilmember Colbert asked what the concerns are with the access. Mr. Godfrey explained the historic access for this property comes off the bowl at the end of Minuteman. It is right next to the existing access for Bella Monte. They were advised by City staff that the access will not be available to them for development access due to their close proximity, and that is what has created this concern. They have tried to negotiate with Mr. Saxey, and they would prefer to not even be here tonight. However, they have not been able to work anything out. The preliminary plat does not show their access. The normal street standards will not allow them to have access, and that is what is causing their concern.

7:32:27 PM

7.6 Mike Kelly, Attorney for the developer, stated he also sent an email to the City Council, and he would like to make that email a part of the record. He pointed out that the adjacent property owner was at the Planning Commission meeting, and he spoke in favor of this plat. If he wanted to appeal that decision, he had two weeks to do that.

7:33:34 PM

7.7 Councilmember Summerhays stated it disturbs him that the individual would not have access. Mr. Kelly indicated it is his understanding that there is access; however, it might not be located where the adjacent property owner desires.

7:34:33 PM

7.8 Eric Saxey, developer, noted Mr. Workman covered his application really well. It follows all of the City's ordinances, and this will not eliminate the adjacent property owner's access. There is a 12.5 foot right-of-way access through the property to the south, and that has been there for decades. It is the same access that was there when the property was purchased two years ago. In reference to having the two access points that close to each other, he has prepared a traffic report that was part of the Planning Commission approval. It shows it would allow another access point at the end of Minuteman as long as traffic was shown where to go. Mr. Saxey stated his application is entitled to approval because it does comply with the ordinance. He then read various emails from Draper City employees in reference to this request.

7:40:58 PM

7.9 Mayor Walker closed the public hearing.

[7:41:07 PM](#)

7.10 Councilmember Colbert expressed concern about the access. He questioned whether it would prohibit the adjacent property owner from access if this is approved as proposed.

Troy Wolverton, City Engineer, noted the holding strip that is being referred to is a means by which the adjacent property owner can assist in the cost to construct access through those roads. The City is not part of this agreement because they are not public roads. There would need to be a variance request by the adjacent property owner. It is difficult to speak on the adjacent property because there is not an application submitted, and staff does not know what is being proposed. He stated staff directive would be to process the application before them, and when they receive an application for the adjacent property, staff would review that in accordance with the current Code.

[7:43:02 PM](#)

7.11 Councilmember Colbert expressed concern that this application does not have sufficient access for the adjacent neighbor, and the City has no way of enforcing that this property owner would allow access. He asked how the adjacent property owner would gain access without a variance request. Mr. Wolverton said the City is not in the position to deny access for the development of a property. This is a private matter, and they would need to work out the access issues amongst themselves.

[7:44:20 PM](#)

7.12 Councilmember Colbert advised he is not comfortable approving this plat when it hurts the adjacent property owner. He would like this application to run the normal course in order for the property owners to get together to work on the access issues before next week.

[7:45:10 PM](#)

7.13 Councilmember Summerhays asked whether there is enough property for them to have two accesses. Mr. Wolverton indicated he does not have that information available at this time to answer that question.

8.0 Public Hearing: Providing Local Consent for a Dining Club Alcohol License for Shepherd's Allstar Lanes, Inc.

[7:47:48 PM](#)

8.1 Keith Morey, Community Development Director, noted this business meets all of the requirements for the Dining Club Alcohol License. He read what a Dining Club License would allow the business to do. There is not an available license right now; however, the applicant would like to receive local consent now so they are ready when a license becomes available from the State.

[7:49:43 PM](#)

8.2 Mayor Walker opened the public hearing.

[7:49:53 PM](#)

8.3 Brad Shepherd, business owner, noted this is a completely separate area from the bowling alley. This will give them the opportunity to dispense the alcohol in an open space for people to mingle.

[7:51:39 PM](#)

8.4 **Mayor Walker closed the public hearing.**

[7:51:46 PM](#)

8.5 **Councilmember Colbert moved to suspend the rules. Councilmember Stenquist seconded the motion.**

[7:52:00 PM](#)

8.6 **A vote was taken with Councilmembers Colbert, Rappleye, Stenquist, Summerhays, and Vawdrey voting in favor. The motion passed unanimously.**

[7:52:04 PM](#)

8.7 **Councilmember Colbert moved to provide local consent for a Dining Club Alcohol License for Shepherd's Allstar Lanes, Inc. Councilmember Rappleye seconded the motion.**

[7:52:20 PM](#)

8.8 **A roll call vote was taken with Councilmembers Colbert, Rappleye, Stenquist, Summerhays, and Vawdrey voting in favor. The motion passed unanimously.**

9.0 **Action Item: Resolution #14-08, Amending the Consolidated Fee Schedule.**

[7:52:49 PM](#)

9.1 Bob Wylie, Finance Director, noted staff is proposing changes to four sections of the Consolidated Fee Schedule, which includes park reservation fees, public improvement inspection fees, records fees and returned check fees.

[7:53:26 PM](#)

9.2 Rhett Ogden, Recreation Director, noted the current pavilion fees have been in effect for many years. He is recommending the fee be increased \$10 for large pavilions and \$5 for small ones. Staff is also recommending a cancellation fee. The current fee is only \$10 within 5 business days. The City has had a problem with people reserving various dates while deciding which date to use. That ties up the facility for anyone else, and there is no penalty for cancellation. Staff is also recommending an increase to the fee for field use and player participation.

[7:56:52 PM](#)

9.3 Councilmember Stenquist asked whether the City is requiring the teams to monitor whether the participants are residents or non residents. Mr. Ogden explained the teams

have already been doing it. He has them turn in a printout each years with the information.

[7:57:59 PM](#)

9.4 Councilmember Colbert questioned whether this is consistent with what other cities are charging. Mr. Ogden noted he has a report that shows what other cities are charging, and Draper is very consistent.

[7:59:10 PM](#)

9.5 Councilmember Summerhays noted he has been talking with Mr. Ogden for years about the need to raise the fees. It takes a lot of work to prepare the fields.

Mr. Ogden noted he has spoken with the various groups about the fee increase. The president of the football program noted she has already increased her fees \$6 from the previous year in order to pay for it. None of the groups have had a problem with the change.

[8:00:15 PM](#)

9.6 Councilmember Colbert questioned whether the City should limit the number of reservations an individual can make. Mr. Ogden explained staff will definitely do that if the cancelation fee is not approved. However, by enforcing a cancelation fee, it should solve the problem.

[8:01:19 PM](#)

9.7 Councilmember Colbert advised he would like Mr. Ogden to report back to the Council if this continues to be a problem.

Councilmember Stenquist noted he would be in favor of limiting the reservations.

[8:01:57 PM](#)

9.8 Mayor Walker requested clarification that they can still reserve multiple dates; however, they would have to pay a fee for all of the dates canceled. Mr. Ogden explained if they were within forty-five days, they would lose fifty percent of each reservation and if they are less than forty-five days, they would not receive any refund.

[8:03:40 PM](#)

9.9 Mr. Dobbins explained part of the reason they have the forty-five day rule is because that would still allow the City to rent it again.

[8:04:25 PM](#)

9.10 Mr. Ogden noted there are several recreation fees that vary from season to season, so this change will allow staff to make those changes as needed.

[8:04:59 PM](#)

9.11 Councilmember Summerhays said Mayor Walker is the liaison to the schools. Councilmember Summerhays asked Mayor Walker to meet with the schools to talk about the fees being charged by the District for the use of facilities. The costs seem very high. Mr. Ogden noted he has already spoken with Rick Conger from the District in reference to meeting this summer to discuss fees. No date has been set, but he would be happy to have the Mayor there as well.

[8:06:48 PM](#)

9.12 Mr. Wolverton explained he is recommending changes to the public improvement inspection fees.

[8:08:26 PM](#)

9.13 Mr. Wiley advised the other changes are in reference to records fees, which brings the City fees in compliance with State law for GRAMA requests, and the returned check fee brings the fee into compliance with what the State allows.

[8:09:18 PM](#)

9.14 Councilmember Rappleye moved to amend the Consolidated Fee Schedule. Councilmember Colbert seconded the motion.

[8:09:43 PM](#)

9.15 A roll call vote was taken with Councilmembers Colbert, Rappleye, Stenquist, Summerhays, and Vawdrey voting in favor. The motion passed unanimously.

10.0 Discussion: 13200 South Project – Derek Coulter

[8:10:30 PM](#)

10.1 Mary Chidsey, 1244 Spring Ridge Drive, noted Mr. Coulter is very ill and has asked that this item be moved to the next Council meeting. The Council agreed to move this item to February 18, 2014.

[8:12:02 PM](#)

** *The City Council took a break at 8:12 p.m.*

[8:21:50 PM](#)

** *The Meeting resumed at 8:21 p.m.*

[8:38:52 PM](#)

11.0 Action Item: Approving City Council Assignments for 2014.

11.1 The City Council went through each assignment and discussed who would serve in each capacity.

[8:39:36 PM](#)

11.2 Councilmember Stenquist moved to approve the Council Assignments. Councilmember Rappleye seconded the motion.

[8:39:40 PM](#)

11.3 A roll call vote was taken with Councilmembers Colbert, Rappleye, Stenquist, Summerhays, and Vawdrey voting in favor. The motion passed unanimously.

12.0 Action Item: Appointment Mayor Pro Tem for 2014.

[8:40:05 PM](#)

12.1 Councilmember Summerhays moved to elect Bill Colbert to serve as Mayor Pro Tem. Councilmember Vawdrey seconded the motion.

[8:40:39 PM](#)

12.2 A roll call vote was taken with Councilmembers Colbert, Rappleye, Stenquist, Summerhays, and Vawdrey voting in favor. The motion passed unanimously.

13.0 Council/Manager Reports

[8:41:16 PM](#)

13.1 Councilmember Summerhays said Mr. and Mrs. Tyler Leggett are building a home on 1700 East. They came and spoke to the Council previously to see what could be done about their sidewalk. They could pay the deferral in lieu of putting in the improvements, but that would cost more than just putting in the sidewalk. The City Engineer has expressed concern that if the Leggetts put in the improvements, it would not match up to the neighbors when the City puts theirs in. The Leggetts would prefer to wait on both options to see what the City plans to do with the improvements in that area; however, they will do what the Council wants them to.

Mr. Morey indicated he had this conversation with the Leggetts a couple of weeks ago. A deferral agreement does not make sense in this area because there are already enough improvements in place, so they will be tying into that in the near future. Staff told them they need to put the money up for the City to install the improvements, or they would have to have the improvements installed at the City's standards. They were given all of the requirements for the improvements.

Councilmember Colbert indicated another option would be for the City to take the amount they were quoted for the improvements rather than what the City regularly charges.

Mr. Morey advised he will speak with the Leggetts again and tell them their options.

Councilmember Summerhays noted he would really like Mayor Walker to talk to the Canyon School District about the cost to use their facilities.

8:50:50 PM

13.2 Councilmember Rappleye stated he has spoken with Mr. Wolverton about a street next to the new high school. He had received a call from the residents over there expressing interest in closing that road. Councilmember Rappleye asked who these residents could speak to about this. Mr. Dobbins told him to have the neighbors contact Glade Robbins.

Councilmember Stenquist said he is surprised at how few people use Golden Pheasant. It is probably because of the speed bumps. He thinks most people are going down to Carlquist. He said he is not in favor of closing that road, but if they did, this is the process they would have to go through. Councilmember Rappleye indicated that is what he has told the neighbors, and they know there will be some cost to them.

Councilmember Colbert indicated this would set a precedent. Councilmember Rappleye noted this street was meant to be a cul-de-sac, but somehow it did not turn out that way.

Mr. Dobbins advised he would like to have the neighbors' proposal to present to the City Council for a decision.

Councilmember Rappleye then said he spoke with a resident during his campaign that lives on Inauguration, and she made it sound like there was a detention basin that was not being maintained properly. Mr. Robbins sent staff out to check on it, and there was not a problem. Councilmember Rappleye said he clarified with her that some time in the past they were given the okay for it to be used as a dog park. She is trying to figure out if that is still okay.

Councilmember Rappleye advised if the City decides to buy some of the property next to City Hall, there is a request from the parents at Draper Elementary that the City look at building a second access road there. Councilmember Rappleye indicated the District should probably buy it.

Councilmember Rappleye stated they were talking about updating the Sign Code in reference to the digital upgrade in some areas. He would like to bring that up again. Councilmember Summerhays agreed that he would like to do that as well.

Mr. Dobbins said he would like to meet with those two Councilmembers in order to receive direction on the basic parameters they have in mind.

Mr. Morey indicated Dan Boles, Planner, has already started formulating some basic ideas of how the Sign Code might be amended. It would be helpful to hear the Council's specific ideas.

8:56:09 PM

13.3 Councilmember Colbert indicated it was good to hear that they have leased the Suncrest Market. He asked what is going on with it. Mr. Fox noted they do not have plans as of yet. They are in the process of designing those. Staff does know that it will partially be a

market and partially a restaurant. They will be asking for an off-premise alcohol license and a full-service alcohol license for the restaurant.

Councilmember Colbert asked whether the location of the church is a problem for the alcohol license. Mr. Fox stated they have looked into it, and they are okay.

Councilmember Colbert then noted sometimes they have surprise storms late at night, and the snow plows are slow to respond. Mr. Dobbins noted he spoke with Chief Roberts to make sure they are coordinated with Public Works to make sure they are aware of snow accrual during the night.

[9:00:22 PM](#)

13.4 Councilmember Stenquist said he would like to report on the Association of Municipal Councils that he attended this past month. There were some new Councilmembers this time, and they voted in Dennis Tenney from Sandy as the Chair, and Coralee Moser from Herriman as the Vice Chair. They brainstormed some topics for discussion, and one of the topics was the prison relocation. They will be discussing that this month. He invited Mayor Walker to attend since he is on the Prison Relocation Board. His hope is to educate the various Cities about the process and get them on board to support the move. The meeting will be on Monday February 24th at noon.

Councilmember Stenquist noted he sent out an email about the fridge magnets that list the recycling days.

Mr. Robbins responded that the solid waste people decided not to do the magnets this year due to the cost. It is approximately \$7,000 to have the magnets made and mail them out. Instead of the magnets, they have put together a paper calendar. If a resident calls them, they mail a calendar to them. It is also on the web page, but it is difficult to find. Staff is willing to have the magnets made if the City Council wanted them to. It would cost \$3,850 to make them and the mailing cost would be on top of that. There is a thinner magnet option that would be cheaper to make and mail.

Councilmember Stenquist said he is glad they have been doing the magnets because when they first started the recycling they had many discussions about the schedule and they went with the every other week option because of the cost savings. There were a lot of concerns at the time that people would get confused about the schedule. He said he relies on the magnet all year long because he forgets what week it is. He would like something on his fridge. Mr. Robbins noted they have had a few residents call, and they were sent a hard copy schedule. The residents understood when they heard the cost of the magnets.

Councilmember Stenquist indicated he had previously asked about widening Highland Drive at Rambling Road. He received an engineered drawing, and it looks good to him. The cost for this could be a part of a bigger CIP project discussion. Mr. Dobbins asked whether Councilmember Stenquist would like that to be a part of the upcoming budget

for the next calendar year or do it this year. Councilmember Stenquist stated he would like to talk about including it in this year's budget.

[9:09:47 PM](#)

13.5 Mayor Walker noted the Aquarium is making a lot of progress, but there is still a lot of work to do. They would like to have some volunteer groups help to clean and get it ready to open. He suggested having the Youth Council and employees help with this effort. They can have twenty people there at a time to assist.

Mayor Walker then noted the Corner Canyon Little League President contacted him. They have three tractor trailer rigs, and they would like to park them at Galena Park during the summer. Mr. Dobbins noted the City does not allow people to park trailers of that size on their property. This is not a City organization, so the City cannot allow it. Other organizations are watching, and they would want the same treatment if the City were to allow this for baseball.

Mr. Fox stated the schools are not regulated like other properties. He suggested having them try to work out a deal with the schools.

Mayor Walker advised he talked with Brad Jensen earlier, and he reported that it will take about a year to inventory all of the trail systems and roads. One thing the Council may want to think about it giving staff the direction they would like to see the City go in reference to this.

Mayor Walker asked for the status of prohibiting trucks from parking along 700 East. Mr. Robbins indicated they met with the Utah Department of Transportation. They have the same concerns with this issue. They are doing some investigation on their side, and they have suggested possibly striping the road. Draper expressed their desire to prohibit parking along that roadway. It is UDOT's road, so they would need to grant permission for that.

[9:18:49 PM](#)

13.6 Mr. Dobbins advised that Mr. Fox and Mr. Morey have been working on a concept site plan for the prison area.

Mr. Dobbins asked which Council members were planning to attend the ICSC Conference, so staff can make travel arrangements.

Mr. Dobbins then indicated that earlier Amber Brosig had addressed the Council about her special event. Staff would like to put in some parameters when it comes to special events because Draper seems to be the place to go for these types of events. This puts a significant burden on the Police and Public Works Departments. They often have to close roads, which takes a specific number of officers. The City could be liable for any accidents that occur as a result of this. The City has determined that they will allow two events per month that require police assistance, and due to the overtime required during

Draper Days, they will not allow any other events in July. Draper has a small police department, and these events require more overtime than the officers sometimes want. Mr. Dobbins noted he is not comfortable turning Draper City roads over to another police agency. Draper could still be liable because it is their road. Mr. Dobbins noted they try to recommend people have their events in the parks and on the trails, as they do not require road closures or police assistance.

Councilmember Summerhays advised that this group was told last year that they would have to change the date of future events due to the timing of Draper Days. They knew this was going to happen.

Mr. Dobbins stated the City is also only allowing one event per day. He told Ms. Brosig to try to find a date in June or August, but she said that did not work for them. Staff has not asked the City Council to formally adopt an ordinance; however, this will be brought to them within the next month or so. The City Council will probably get more requests like this, but the problem is, the City does not have enough resources to handle all of the requests. The Council agreed that it should be limited.

[9:26:25 PM](#)

13.7 At Mr. Dobbins's request, Keith Morey previewed a concept site plan that could reflect the type of developments that could be done on the prison property.

[9:33:00 PM](#)

13.8 Mr. Wiley presented the City Council with a summary of the monthly financial statements for December 2013. He asked the City Council to provide feedback as to how they would like this information presented.

[9:36:33 PM](#)

13.9 Don Buckley, Unified Fire Association (UFA), invited the Councilmembers to the UFA Banquet on March 8, 2014, from 6:00 to 8:00 p.m. He will be sending invitations next week. He also noted they will be holding their fire school in May.

14.0 Adjourn to Closed Meeting to Discuss the Character and Professional Competence or Physical or Mental Health of an Individual.

[9:37:41 PM](#)

14.1 A motion to adjourn to a closed meeting was made by Councilmember Stenquist and seconded by Councilmember Summerhays. The meeting will be held in the Draper City Hall Administrative Conference Room.

[9:38:01 PM](#)

14.2 A roll call vote was taken with Councilmembers Colbert, Rappleye, Stenquist, Summerhays, and Vawdrey voting in favor. The motion passed unanimously.

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CONSENT

ITEM #B

RESOLUTION NO. 14-14

**A RESOLUTION REAPPOINTING BRIAN PORTMAN TO
THE DRAPER CITY TREE COMMISSION**

WHEREAS, the City is authorized to establish boards, commission and committees within the city as deemed appropriate by the City Council; and

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

WHEREAS, the Mayor desires to reappoint and the Council hereby consents to the reappointment of Brian Portman to the Tree Commission;

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

Section 1. Reappointment. Brian Portman is hereby reappointed to serve on the Draper City Tree Commission from February 18, 2014, to May 31, 2018.

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

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

**PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF
UTAH, THIS THE 18th DAY OF FEBRUARY, 2014.**

ATTEST:

DRAPER CITY

Rachelle Conner, City Recorder

Mayor Troy K. Walker

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CONSENT

ITEM #C

RESOLUTION NO. 14-15

A RESOLUTION APPOINTING DARRELL SMITH AND TAD DRAPER AS MEMBERS OF THE DRAPER CITY HISTORIC PRESERVATION COMMISSION

WHEREAS, the Draper City Council established the Draper City Historic Preservation Commission for the purpose of preserving the historical heritage of the City; and

WHEREAS, the Council recognizes the importance of preserving the history of the community for future residents; and

WHEREAS, Darrell Smith and Tad Draper have volunteered to serve as members of the Historic Preservation Commission; and

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

Section 1. **Appointment.** Darrell Smith is hereby appointed to serve as a member of the Draper City Historic Preservation Commission according to the laws, ordinances, and regulations governing the Commission and its members for the term of February 18, 2014 to September 30, 2016, and Tad Draper is appointed to serve for the term of February 18, 2014, to September 30, 2015.

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

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, ON THIS 18th DAY OF FEBRUARY, 2014.

DRAPER CITY

Mayor Troy K. Walker

ATTEST:

Rachelle Conner, City Recorder

[Return to Agenda](#)

CONSENT

ITEM #D

RESOLUTION NO. 14-13

**A RESOLUTION APPOINTING SCOTT MCDONALD AS AN
ALTERNATE MEMBER OF THE DRAPER CITY PLANNING
COMMISSION**

WHEREAS, the Draper City Council has adopted ordinances which provide for the appointment of members and alternates to the Draper City Planning Commission and;

WHEREAS, the Planning Commission is responsible to oversee the proper development of the City in accordance with pertinent City ordinances and provisions of Chapter 9, Title 10, of the Utah Code Annotated, as amended; and

WHEREAS, Scott McDonald has expressed willingness to be appointed as a member of the Draper City Planning Commission and to regularly participate in its deliberations.

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

Section 1. Appointment. Scott McDonald is hereby appointed as alternate member of the Draper City Planning Commission according to the laws, ordinances, and regulations governing the Planning Commission and its members for the term of February 18, 2014, to June 30, 2014.

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

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, ON THIS 18th DAY OF FEBRUARY, 2014.

DRAPER CITY

Mayor Troy K. Walker

ATTEST:

Rachelle Conner, City Recorder

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CONSENT ITEM #E

REQUEST FOR COUNCIL ACTION

To: Mayor & City Council

From: Glade Robbins

Date: February 12, 2014

Subject: UT-WARN Agreement # 14-19, Mutual Aid Agreement for Utah Water and Wastewater Agencies

Committee

Presentation:

Staff Presentation:

RECOMMENDATION:

Approval of UT-WARN Agreement # 14-19, Mutual Aid Agreement for Utah Water and Wastewater Agencies

BACKGROUND AND FINDINGS:

On December 6, 2012, Amanda Smith, Executive Director of Utah Department of Environmental Quality sent a letter to all Utah water and wastewater agencies inviting them to enter into a mutual aid agreement network to provide pre-authorized, voluntary aid to other Utah agencies in times of crisis or emergency. This agreement establishes what equipment and manpower each agency has, the steps to request aid, how the requesting agency compensates for the equipment and manpower it receives, and the by-laws each agency is to follow as part of the network.

Current agency members include Jordan Valley Water Conservancy District, South Valley Sewer District, WaterPro, Bluffdale City, Riverton City, South Jordan City, Sandy City, Lehi City, and others.

The agreement provides that other UT-WARN member agencies may request assistances in times of crisis or emergency within their system. If assistance is requested from Draper City, then the By-Laws indicate it is voluntary and based on the availability of our crews and equipments. The By-Laws also provide how Draper City would be compensated for providing assistance. Similarly, should there be a crisis or emergency in Draper City then we could request assistance and receive the benefit of having the additional equipment and trained personnel available at the time of crisis or emergency.

PREVIOUS LEGISLATIVE ACTION:

N/A

FISCAL IMPACT: Finance Review: BW

Compensation rates are established using either the agencies previously submitted rate sheet or the current FEMA rates and allowable costs.

SUPPORTING DOCUMENTS:

- Agreement 14-19 Mutual Aid Agreement for Utah Water and Wastewater Agencies
- Agency Members
- Generic invitation letter from Department of Environmental Quality
- Utah Water and Wastewater Agency Response Network, UT-WARN By-Laws

MUTUAL AID AGREEMENT FOR UTAH WATER AND WASTEWATER AGENCIES

THIS COOPERATION AGREEMENT is entered into this day of _____, by _____ and Utah Water/Wastewater Agency Response Network (UT-WARN) members.

ARTICLE I. PURPOSE

This Agreement is made and entered into by those water and wastewater agencies *that* have adopted and signed this Agreement to provide mutual assistance in times of emergency. This water and wastewater mutual aid program is established to provide a method whereby participating water and wastewater utilities which sustain damage from natural or man-made disasters can obtain emergency assistance, in the form of personnel, equipment, materials and other associated services necessary, from other water and wastewater utilities. The Agreement also provides a method whereby responding utilities may be provided with reimbursement for personnel, equipment, materials and other associated services that are made available on an emergency basis. Nothing herein is intended to replace or terminate any pre-existing agreement between any of the Participating Utilities that provide assistance by one Participating Utility's department within the political boundaries of another on a regular or routine basis. Participating Utilities intend by this Agreement to commit to assist each other whenever possible, while allowing each Participating Utility the sole discretion to determine when its personnel and equipment cannot be spared for assisting other Participating Utilities.

In consideration of the mutual covenants and Agreements hereinafter set forth, the parties agree to provide mutual assistance to one another in times of emergency in accordance with the terms and conditions of this Agreement.

ARTICLE II. DEFINITIONS

- A. AGREEMENT – The Mutual Aid Agreement for Utah Water and Wastewater Agencies. The original Agreement(s) and all signatory pages shall be kept at the Rural Water Association of Utah (RWAU) Office, 76 East Red Pine Drive, Alpine, Utah, 84004-1557.
- B. PARTICIPATING UTILITY or PARTICIPATING UTILITIES – Any water and/or wastewater utility or utilities which execute this Agreement.
- C. REQUESTING UTILITY – Any Participating Utility which sustains physical damage to its water and/or wastewater system due to natural or man-made causes that seeks assistance pursuant to this Agreement.
- D. ASSISTING UTILITY – Any Participating Utility which agrees to provide assistance to a Requesting Utility pursuant to this Agreement.
- E. AUTHORIZED REPRESENTATIVE – An employee of a Participating Utility authorized by that utility's governing board or council to request or offer assistance under the terms of this Agreement.
- F. PERIOD OF ASSISTANCE – The period of time beginning with the mobilization of any personnel of the Assisting Utility from any point for the purpose of traveling to the Requesting Utility in order to provide assistance and ending upon the

demobilization of all personnel of the Assisting Utility, after providing the assistance requested, to their residence or place of work whichever is first to occur.

- G. SCHEDULE OF EQUIPMENT RATES – The latest rates published by the Federal Emergency Management Agency (FEMA) under the response and recovery directorate applicable to major disasters and emergencies or the pre-published schedule provided by a Participating Utility by January 15 of each year.
- H. WORK OR WORK-RELATED PERIOD – Any period of time in which either the personnel or equipment of the Assisting Utility are being used to render assistance to the Requesting Utility. Specifically included within such period of time are breaks when the personnel of the Assisting Utility will return to work within a reasonable period of time. Also, included is mutually agreed upon rotation(s) of personnel and equipment.
- I. EMERGENCY – Any disaster or calamity involving the area of operation of the Participating Utilities, caused by fire, flood, storm, earthquake, civil disturbance, terrorism, or other condition which is or is likely to be beyond the control or ability of the services, personnel, equipment and facilities of a Participating Utility or a “disaster”, “state of emergency” or “local emergency” as those terms are defined by the *Disaster Response and Recovery Act* as set forth in Title 63, Chapter 5a, *Utah Code*, as those sections currently exist or may hereafter be amended.
- J. EXPENSES – All costs incurred by the Assisting Utility during the Period of Assistance to provide personnel, equipment, materials and other associated services when responding to the Requesting Utility as defined in Article XI.
- K. UTAH WATER AND WASTEWATER AGENCY RESPONSE NETWORK (UT-WARN) – The network formed by the Participating Utilities by and through this Agreement and the administration of that network.

ARTICLE III. APPLICABILITY

This Agreement is available to all water and wastewater agencies, public and private, in the State of Utah upon signing of the Agreement and providing a resource equipment list and a schedule of equipment and manpower rates to UT-WARN.

ARTICLE IV. ADMINISTRATION

The administration of the Utah Water and Wastewater Agency Response Network (UT-WARN) will be through the UT-WARN Steering Committee (WSC). The WSC shall be made up of one representative from:

- A large water system with a population in excess of 10,000.
- A small water system with a population less than 10,000.
- A large wastewater system with a population in excess of 10,000.
- A small wastewater system with a population less than 10,000.
- The Utah Division of Drinking Water (DDW).
- The Utah Division of Water Quality (DWQ).
- The Utah Division of Homeland Security (UDHS).
- The Inter-Mountain Section of the American Water Works Association (AWWA).
- The Rural Water Association of Utah (RWAU).

- The Water Environment Association of Utah (WEAU).

Representatives to the WSC from the respective agencies shall be named by those agencies. Representatives from large and small systems shall be elected at the UT-WARN Annual Meeting. An individual may represent more than one agency, association or type of system as long as the minimum number of members to the WSC is never less than seven (7).

The WSC shall:

- A. Sponsor an annual meeting for Participating Utilities.
- B. Maintain a data base of information, through one of the WSC participating agencies or associations, of all Participating Utilities.
- C. Meet as a committee to address and resolve concerns, create and modify procedures and any additional policy or legal issues related to UT-WARN.
- D. Maintain a web site to facilitate the flow of resources.
- E. The web site may be pass-word protected for only the use of Participating Utilities if deemed appropriate by the WSC.

ARTICLE V. PROCEDURE

In the event that a particular Participating Utility becomes a Requesting Utility, the following procedure shall be followed:

- A. A Participating Utility shall not be held liable for failing to respond or failing to provide assistance.
- B. Each Participating Utility agrees to respond, when practicable, to requests for emergency assistance by providing such resources as are reasonably available to the Assisting Utility. The Assisting Utility shall have the discretion of determining which resources are reasonably available.
- C. The execution of this Agreement shall not create any duty to respond on the part of any Participating Utility.
- D. The Requesting Utility may contact UT-WARN to request needed resources .
- E. UT-WARN will assess the needs of the emergency and the available resources using its data bases and will contact Participating Utilities that may be able to provide the requested resources.
- F. When contacted by UT-WARN, the Authorized Representative of a Participating Utility shall assess if it is capable of providing assistance. If the Authorized Representative determines that the Assisting Utility is capable and willing to provide assistance, the Assisting Utility will notify UT-WARN and provide UT-WARN with information regarding available resources.
- G. The personnel and equipment of the Assisting Utility shall remain, at all times, under the direct supervision of the designated supervisory personnel of the Assisting Utility. The Incident Commander or Unified Commander shall provide Work assignments and suggest schedules for the personnel and equipment of the Assisting Utility; however, the designated supervisory personnel of the Assisting Utility shall have the exclusive responsibility and authority for assigning Work and establishing Work schedules for the personnel and equipment of the Assisting Utility. The designated supervisory personnel shall maintain daily personnel time records and a log of

equipment hours, be responsible for the operation and maintenance of the equipment furnished by the Assisting Utility, see to the safety of Assisting Utility personnel and report work progress to the Requesting Utility and/or the Incident Commander.

- H. When possible, the Requesting Utility shall supply reasonable food and shelter for the Assisting Utility personnel. If the Requesting Utility does not provide food and shelter for responding personnel, the Assisting Utility designated supervisor is authorized to secure the resources reasonably necessary to meet the needs of its personnel. The cost for such resources must not exceed the state per diem rate for that area. Where costs exceed the per diem rate, Assisting Utility must document and demonstrate that the additional costs were reasonable and necessary under the circumstances.
- I. The Requesting Utility shall provide a communications plan to the Assisting Utility prior to arrival.
- J. The command structure established during the Emergency shall comply with the requirements of the National Incident Management System (NIMS).
- K. The Incident Commander or Unified Commander shall, as soon as reasonably possible, release the personnel, equipment and materials of the Assisting Utility from the Emergency. The personnel, equipment and materials of the Assisting Utility should be released before the personnel, equipment, and materials of the Requesting Utility are released.
- L. To the extent permitted by law, Assisting Utility personnel who hold valid licenses, certificates, or permits evidencing professional, mechanical, or other skills shall be allowed to carry out activities and tasks relevant and related to their respective credentials during the specified period of assistance.
- M. Personnel, equipment and materials of the Assisting Utility shall be released from the Emergency when it is determined by the Incident Commander or the Unified Commander that the services provided by the Assisting Utility are no longer required or when the supervisory personnel of the Assisting Utility informs the Incident Commander or the Unified Commander that the personnel, equipment and materials provided by the Assisting Utility are needed to perform duties within the Assisting Utility's water or wastewater system.

ARTICLE VI. REIMBURSABLE EXPENSES

The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be determined by standard and prevailing rates of the Participating Utilities. If the Assisting Utility and the Requesting Utility agree to the reimbursement of expenses, reimbursement shall be in accordance with the following provisions:

- A. PERSONNEL – During the Period of Assistance, the Assisting Utility shall continue to pay its employees according to its then prevailing rules, regulations, policies and procedures. The Requesting Utility shall reimburse the Assisting Utility for all direct and indirect payroll costs and expenses incurred during the Period of Assistance, including, but not limited to, employee pensions and benefits.
- B. EQUIPMENT – The Assisting Utility shall be reimbursed for the use of its equipment during the Period of Assistance according to the *Schedule of Equipment Rates* established and published by FEMA. All Participating Utilities shall provide a list of equipment available and the rates for that equipment upon executing this Agreement.

If an Assisting Utility uses an alternate basis of rates for equipment listed on the FEMA *Schedule of Equipment Rates*, the rates of the Assisting Utility shall prevail.

- C. MATERIALS AND SUPPLIES – The Assisting Utility shall be reimbursed for all materials and supplies furnished by it and used or damaged during the Period of Assistance, unless such damage is caused by the negligence of the Assisting Utility’s personnel. The measure of reimbursement shall be the replacement cost of the materials and supplies used or damaged. In the alternative, the parties may agree that the Requesting Utility will replace, with a like kind and quality as determined by the Assisting Utility, the materials and supplies used or damaged.
- D. PAYMENT – Unless mutually agreed otherwise, the Assisting Utility should bill the Requesting Utility for all expenses no later than ninety (90) days following the release of the Assisting Utility’s personnel and equipment from the Period of Assistance. The Requesting Utility shall pay the bill in full no later than forty-five (45) days following the billing date. Unpaid bills shall become delinquent upon the forty-sixth (46th) day following the billing date. The Assisting Utility may request additional periods of time within which to submit the itemized bill, and Requesting Utility shall not unreasonably withhold consent to such request. The Requesting Utility must pay the bill in full on or before the forty-fifth (45th) day following the billing date. The Requesting Utility may request additional periods of time within which to pay the itemized bill, and Assisting Utility shall not unreasonably withhold consent to such request, provided, however, that all payment shall occur not later than one year after the date a final itemized bill is submitted to the Requesting Utility.
- E. Each Assisting Utility and their duly authorized representatives shall have access to a Requesting Utility’s book, documents, notes, reports, papers and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance or regulatory audit. Each Requesting Utility and their duly authorized representatives shall have access to the Assisting Utility’s books, documents, notes, reports, papers and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance or regulatory audit. Such records shall be maintained for at least three (3) years or longer where required by law.
- F. DISPUTED BILLINGS – Those undisputed portions of a billing should be paid under this payment plan.
- G. Disputed portions of the billing should be worked out by negotiations between the two parties in accordance to established procedures..

ARTICLE VII. INSURANCE

Each Participating Utility shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance and in what amounts, it should carry. Nothing herein shall act or be construed as a waiver of any sovereign immunity or other exemption or limitation on liability that a Participating Utility may enjoy.

ARTICLE VIII. NO SEPARATE ENTITY OR ACQUISITION OF PROPERTY

This Agreement is an interlocal cooperative Agreement under Utah Code, as between the public agencies executing this Agreement and is a standard Agreement as between the

private entities and the public agencies executing this Agreement. This Agreement does not create any separate legal entity.

No real or personal property shall be acquired jointly by the Participating Utilities to perform the conditions of this Agreement unless such acquisition is specifically agreed to in writing by all Participating Utilities.

ARTICLE IX. LAWFUL RESPONSIBILITY

This Agreement shall not relieve any Participating Utility of any obligation or responsibility imposed upon it by law or other Agreement.

ARTICLE X. INDEMNIFICATION AND HOLD HARMLESS

- A. Consistent with Utah Code ., the Requesting Utility agrees to indemnify and save harmless the Assisting Utility and the officers, employees and representatives of the Assisting Utility, if they are acting within the course and scope of their duties, from all claims, suits actions, damages and costs of every kind, including but not limited to reasonable attorney's fees and court costs arising or resulting from the performance or provision of services and materials by the Assisting Utility under this Agreement unless there is a determination that such claims are the result of negligence of the Assisting Utility or the officers, employees or representatives of the Assisting Utility.
- B. The Assisting Utility shall hold harmless and indemnify the Requesting Utility and the officers, employees and representatives of the Requesting Utility against any liability for any and all claims arising from any damages or injuries caused by negligence of the Assisting Utility or the officers, employees or representatives of the Assisting Utility except to the extent of the negligence of the Requesting Utility or the officers, employees or representatives of the Requesting Utility.
- C. Subject to the foregoing, nothing in this Agreement shall be construed as an Agreement by a Participating Utility to indemnify or hold harmless, or in any way assume liability if there is a determination that any personal injury, death or property loss or damage caused by the negligence of any other Participating Utility or person.
- D. Nothing herein shall be construed to waive any of the privileges and immunities associated with utility services or other related services, including emergency services, or of any other nature of any of the Participating Utilities. No party waives any defenses or immunity available under the Utah Governmental Immunity Act , nor does any party waive any limits of liability currently provided by the Act.
- E. Each Participating Utility shall be solely responsible for providing workers compensation and benefits for its own personnel who provide assistance under this Agreement unless the parties otherwise agree. Each Participating Utility shall provide insurance or shall self insure to cover the negligent acts and omissions of its own personnel rendering services under this Agreement.

ARTICLE XI. TERM

This Agreement shall have an initial term of fifty (50) years commencing upon the effective date of the Agreement.

ARTICLE XII. TERMINATION

Any Participating Utility may terminate its obligation under and participation in this Agreement, with or without cause, by giving all other Participating Utilities thirty (30) days prior written notice of the intent to terminate. The termination of this Agreement by any individual Participating Utility shall not affect the validity of the Agreement as to the remaining Participating Utilities. Withdrawal from this agreement shall in no way affect a Requesting Utility's duty to reimburse the Assisting Utility for costs incurred during a Period of Assistance, which duty shall survive such withdrawal.

ARTICLE XIII. WHOLE AGREEMENT, AMENDMENTS

This Agreement constitutes the whole Agreement of the parties, written or oral, between the parties. This Agreement may be amended in whole or in part at any time by the Participating Utilities by submitting a written amendment to the WSC. If a majority of the WSC agrees with the amendment, the amendment shall be submitted to the UT-WARN membership. A vote by the membership will be held by mail following procedures outlined in Article IV of this Agreement. Members who fail to vote will have their vote counted as an affirmative vote.

ARTICLE XIV. SEVERABILITY

If any provisions of this Agreement are held to be invalid or unenforceable by a court of proper jurisdiction, the remaining provisions shall remain in full force and effect.

ARTICLE XV. NO THIRD PARTY BENEFICIARIES

This Agreement is not intended to benefit any party or person not named as a Participating Utility specifically herein, or which does not become a signatory hereto as provided herein.

ARTICLE XVI. EFFECTIVE DATE

This Agreement shall be effective as to the Participating Utility executing this Agreement upon the date of execution of this Agreement by the Participating Utility, submittal of a resource equipment list and a schedule of equipment and manpower rates.

ARTICLE XVII. AUTHORIZATION

The individuals signing this Agreement on behalf of the Participating Utility confirm that they are a duly Authorized Representative of the Participating Utility and are lawfully enabled to sign this Agreement on behalf of the Participating Utility.

ARTICLE XVIII. REVIEW BY AUTHORIZED ATTORNEY

In accordance with Utah Code this Agreement shall be submitted to the attorney authorized to represent each Participating Utility for review as to proper form and compliance with applicable law before this Agreement may take effect.

ARTICLE XIX. RESOLUTIONS OF APPROVAL NOT REQUIRED

This Agreement may be approved and executed as an executive function in accordance with the provisions of the *Interlocal Cooperation Act* and the adoption of a resolution of approval is not required.

ARTICLE XX. COUNTERPARTS

This Agreement and any amendments to it may be executed in counterparts, each of which shall be deemed an original.

ARTICLE XXI. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the applicable laws of the United States and the State of Utah.

ARTICLE XXII. FILING OF AGREEMENT

An executed counterpart of this Agreement shall be filed with the keeper of records of each Participating Utility. An executed counterpart of this Agreement shall also be filed at the offices of RWAU.

In witness whereof, each Participating Utility hereto has executed this Agreement on the respective signature page of that Participating Utility as of the date specified by its signature block.

ARTICLE XXIII. PERSONNEL NOT AGENTS

The employees of the Participating Utilities providing services pursuant to or consistent with the terms of this Agreement are solely the officers, agents, or employees of the entity that hired them. Each Participating Utility shall assume any and all liability for the payment of salaries, wages, or other compensation due or claimed due, including workers' compensation claims, and each public entity shall hold the other harmless therefrom. The Participating Utilities shall not be liable for compensation or indemnity to any other Participating Utility's employee for any injury or sickness arising out of his or her employment, and the Participating Utilities shall not be liable for compensation or indemnity to any Participating Utility employee for injury or sickness arising out of his or her employment, and each party hereby agrees to hold the other party harmless against any such claim.

ARTICLE XXIV. ADDITIONAL UTILITIES

Any subdivision of the State of Utah not specifically named herein ("Prospective Utility") which shall hereafter sign this Agreement or a copy hereof shall become a Participating Utility hereto provided that it first give 30 days written notice to each Participating Utility hereto of its intent to become a Participating Utility, and provided that a majority of the Participating Utility shall not within 30 days thereafter notify the WSC in writing that they object to the Prospective Utility becoming a party hereto. In the event that a majority of the Agencies objects to the Prospective Utility becoming a party hereto, then the WSC shall promptly notify the Prospective Utility that its application was rejected. A Prospective Utility thus rejected may reapply for membership hereunder after one year has passed. Any Participating Utility which becomes a newly accepted Participating Utility to this Agreement is entitled to all the rights and privileges and subject to the obligations of any Participating Utility as set out herein.

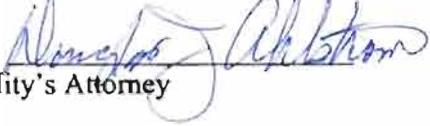
NOW, THEREFORE, in consideration of the covenants and obligations contained herein, the participating utility listed here, as a Participating Utility duly executes this Mutual Aid Agreement for Utah Water and Wastewater Agencies this _____ day of _____, 200__.

Water and/or Wastewater Utility Draper City Water Utility

By: _____ By: _____

Title: _____ Title: _____

Approved as to form and legality

By: 
Utility's Attorney



UTWARN MEMBERS

COUNTY	ENTITY	WEBSITE
Beaver	Milford City	www.milfordut.com
Box Elder	Bear River Water Conservancy Dist	www.brwcd.com
Box Elder	Howell Town	N/A
Box Elder	Perry City	www.perrycity.org
Box Elder	Tremonton City	www.tremontoncity.com
Cache	Benson Culinary Water ID	www.bensonwater.org
Cache	Hyde Park City	www.hydepark.utahlinks.org
Cache	Logan City	www.loganutah.org
Cache	Providence City	www.providencecity.com
Cache	Smithfield City	www.smithfieldcity.org
Cache	Trenton Town	N/A
Carbon	Sunnyside City	N/A
Davis	Benchland Water District	N/A
Davis	Bountiful City Water	www.bountifulutah.gov
Davis	Bountiful Irrigation	N/A
Davis	Clinton City	www.clintoncity.net
Davis	Mutton Hollow ID	N/A
Davis	North Salt Lake City	www.nslc.org
Davis	South Davis Sewer District	N/A
Davis	South Davis Water District	N/A
Davis	Sunset City	www.sunset-ut.com
Davis	Weber Basin Water Conservancy District	www.weberbasin.com
Davis	West Bountiful City	www.westbountiful.utah.gov
Davis	Woods Cross City	www.woodscross.com
Duchesne	Duchesne City	www.duchesnecity.com
Duchesne	Upper Country Water Improvement District	N/A
Emery	Green River	www.greenriverutah.com
Garfield	Antimony	N/A
Garfield	Boulder Farmstead Water Company	N/A
Grand	Grand Water & Sewer Service	www.grandwater.org

	Agency	
Iron	Enoch City	www.cityofenoch.org
Kane	Kane County Water Conserv District	www.kcwcd.com
Millard	Delta City Corp.	www.delta.utah.gov
Morgan	Cottonwood Mutual Water Company	www.cottonwoodwater.com
Morgan	Mountain Green Sewer Improv District	www.mgsid.com
Morgan	Richville Pipeline Company	N/A
Rich	Garden City	www.gardencityut.us
Salt Lake	Bluffdale City	www.bluffdale.com
Salt Lake	Central Valley Water Reclamation Facility	www.cvwrfl.org
Salt Lake	Cottonwood Coves Inc	N/A
Salt Lake	Cottonwood Improvement District	www.cottonwoodimprovement.org
Salt Lake	Granger-Hunter Improvement District	N/A
Salt Lake	Jordan Valley WCD	www.jvwcd.org
Salt Lake	Kearns Improvement District	www.kearnsid.org
Salt Lake	Metropolitan Water District of Salt Lake & Sandy	www.mwdsls.org
Salt Lake	Midvalley Improvement District	www.mvdsl.com
Salt Lake	Riverton City	www.rivertoncity.com
Salt Lake	Salt Lake City Public Utilities	www.slccgov.com
Salt Lake	Sandy City	www.sandy.utah.gov
Salt Lake	South Jordan City	www.southjordancity.org
Salt Lake	South Salt Lake City	www.southsaltlakecity.com
Salt Lake	South Valley Reclamation Facility	www.svwater.com
Salt Lake	South Valley Sewer District	www.southvalley.dst.ut.us
Salt Lake	WaterPro	www.waterpro.net
Salt Lake	White City Improvment District	www.wcwid.org
Salt Lake	West Jordan	www.wjordan.com
San Juan	Bluff Water Works	N/A
Sanpete	Mayfield Town Water System	www.mayfieldtown.org
Sanpete	Mt Pleasant City	www.mtpleasantcity.com
Sanpete	Spring City	www.springcitycorp.com
Sanpete	Wales Town	N/A
Sevier	Joseph Town	N/A



UT-WARN Members

February 12, 2014

Page 3 of 3

Sevier	Koosharem Town	www.koosharem.ulct.org
Sevier	Monroe City	www.littlegreenvalley.com
Sevier	Redmond Town	N/A
Summit	Mountain Regional Water SSD	www.mtregional.org
Summit	Snyderville Basin Water Reclamation District	www.sbwrd.org
Summit	Summit County Service Area #3	N/A
Tooele	Granville City	www.grantsvilleut.gov
Uintah	Ashley Valley Water & Sewer ID	www.avwsid.com
Uintah	Vernal City	www.vernalcity.org
Utah	Central Utah Water Conservancy District	www.cuwcd.com
Utah	Lehi City	www.lehi-ut.gov
Utah	Payson City	www.paysonutah.org
Utah	Santaquin City	www.santaquin.org
Utah	Spanish Fork City	www.spanishfork.org
Wasatch	Midway City	www.midwaycityut.org
Wash	Ash Creek SSD	N/A
Wash	Dammeron Valley Water Works	N/A
Wash	Mountain Springs Water Company	N/A
Wash	Springdale City	www.springdaletown.com
Weber	Bona Vista Water District	N/A
Weber	Central Weber Sewer Improvement District	N/A
Weber	Hooper Water ID	N/A
Weber	Huntsville Town Water	N/A
Weber	Uintah Highlands ID	N/A
Weber	Taylor West Weber Water Improvement District	N/A





State of Utah

GARY R. HERBERT
Governor

GREG BELL
Lieutenant Governor

Department of
Environmental Quality

Amanda Smith
Executive Director

Brad T Johnson
Deputy Director

December 6, 2012

System
Addy1
Addy2
City, State Zip

Dear Water and Wastewater System Officials:

Subject: Utah Water and Wastewater Agency Response Network

The Utah Water and Wastewater Agency Response Network (UT-WARN) has been formed by your peers, state agencies and associations that represent your interests. The WARN system is a nationwide initiative that is intended to facilitate coordinated emergency response and assist with reimbursement in disasters for agencies who do respond. UT-WARN is a no-cost insurance policy for systems when they are faced with an emergency or disaster that overwhelms their ability to respond. It also will be the means of coordinating interstate response in federally declared disasters.

You provide an unheralded but highly valued and indispensable service to your community and as such it is imperative, in the event of an emergency, that your facilities are restored to full service as soon as possible. The UT-WARN provides a network of help in the event of an emergency. For this reason I urge all of Utah's drinking water and wastewater systems to join UT-WARN if they have not already done so. Information about joining is available at www.utwarn.org.

Please join in supporting this important piece of Utah's disaster and emergency response preparedness effort.

Regards,

Amanda Smith
Executive Director

**Utah Water and Wastewater Agency Response
Network
UT-WARN**

BY-LAWS

Enacted – October 4, 2010

Amended _____

Article I

General Purposes

The purposes for which this mutual aid network is formed and the powers it may exercise are set forth in the Mutual Aid Agreement for Utah Water and Wastewater Agencies.

Article II

Name and Location

- Section 1. The name of the mutual aid network is the Utah Water and Wastewater Agency Response Network (UT-WARN).
- Section 2. The location of the administrative offices of UT-WARN shall be determined by the UT-WARN Steering Committee.

Article III

Fiscal Year

The fiscal year of UT-WARN shall be the calendar year.

Article IV

- Section 1. Members of UT-WARN shall be those agencies that have signed the Mutual Aid Agreement for Utah Water and Wastewater Agencies.

Article V

Meeting of Members

- Section 1. The annual meeting of UT-WARN shall be held during the third quarter of each year at such time and place as shall be designated by the UT-WARN Steering Committee. The order of business shall be:

Order of Business

- A. Call to Order
- B. Determination of a quorum – Secretary
- C. Secretary's Report
- D. Treasure's Report
- E. Reports from Steering Committee Members

- F. Election of Steering Committee members
- G. Unfinished business
- H. New Business

Section 2. Special Meetings
Special meetings of the members of UT-WARN may be called at any time by a majority action of the UT-WARN Steering Committee, or a petition signed by not less than 10% of the members and presented to the UT-WARN Steering Committee Secretary and certified by the Secretary as to the authenticity of the members. The purpose of the meeting, place, date and time shall be stated in the notice, prepared by the Secretary, and no business, except that indicated in the notice shall be transacted at a special meeting. A majority of the members shall constitute a quorum.

Section 3. Notice of Meeting
A written notice shall be mailed to each member at the address indicated on the signed Mutual Aid Agreement for Utah Water and Wastewater Agencies not less than ten (10) days nor more than fifty (50) days prior to the date of any Annual or Special meeting of the members.

Section 4. Quorum
Those in attendance at a meeting of UT-WARN shall constitute a quorum for the transaction of any business.

Section 5. Voting
All matters presented at the Annual Meeting or a Special Meeting, with the exception of changes to the Mutual Aid Agreement for Utah Water and Wastewater Agencies or these By-Laws, shall be decided by a majority vote of those in attendance.

Article VI

UT-WARN Steering Committee

Section 1. Number and General Powers
The administration of UT-WARN shall be through the UT-WARN Steering Committee. The UT-WARN Steering Committee shall be made up of one representative from:

- A. A large water system with a population in excess of 10,000.
- B. A small water system with a population less than 10,000.
- C. A large wastewater system with a population in excess of 10,000.
- D. A small wastewater system with a population less than 10,000.
- E. The Utah Division of Drinking Water.
- F. The Utah Division of Water Quality.

- G. The Inter-Mountain Section of the American Water Works Association.
- H. The Rural Water Association of Utah.
- I. The Water Environment Association of Utah.

A representative from the Utah Division of Homeland Security will serve as an ex officio member.

Representatives to the UT-WARN Steering Committee from the respective agencies and associations shall be named by those agencies and associations. Representatives from large and small systems shall be elected at the UT-WARN Annual Meeting. An individual may represent more than one agency, association or type of system as long as the minimum number of members to the UT-WARN Steering Committee is never less than seven (7). A member representing more than one agency, association or type of system shall only have one vote at Steering Committee meetings. The incorporating UT-WARN Steering Committee shall serve as the UT-WARN Steering Committee until the first meeting of the members at which time the members shall elect and the agencies and associations shall designate the members of the UT-WARN Steering Committee.

Terms of office for Steering Committee Members shall be three (3) years. At the first UT-WARN Annual Meeting, following election and designation of Steering Committee Members, lots shall be drawn with four (4) members being given a two (2) year term and the remainder given a three (3) year term. All elections in ensuing years shall be for three (3) year terms.

Section 2. Meetings

- A. The UT-WARN Steering Committee shall meet at least once per year in addition to the Annual Meeting. This additional meeting shall be held in the first quarter of each year.
- B. Special meetings of the UT-WARN Steering Committee may be called at anytime by the Chair of the Steering Committee.

Meetings of the UT-WARN Steering Committee may be held by telephone conference call.

Section 3. Quorum

A majority of the UT-WARN Steering Committee shall constitute a quorum.

Section 4. Compensation

No member or officer of the UT-WARN Steering Committee shall be

entitled to any compensation for or in consideration of the execution of their duty as member or officer of the UT-WARN Steering Committee.

Section 5. Removals and Vacancies

- A. Members of the UT-WARN Steering Committee may be removed from office in the following manner: Any member of UT-WARN may file a grievance against a Steering Committee member by filing them in writing with the Secretary of UT-WARN. The grievance must be accompanied by a petition signed by at least 10% of the members of UT-WARN. The grievance shall be considered at a Special Meeting called for that purpose. The Steering Committee member shall be informed in writing of the grievance and shall have the opportunity to be heard in person and to present witnesses, and the person presenting the grievance against the Steering Committee member shall have the same opportunity. A majority vote of the members constituting a quorum, at such a Special Meeting is required for the removal of a Steering Committee member.
- B. If a seat on the Steering Committee becomes vacant due to death, resignation or otherwise, the member shall be replaced as follows:
 - 1. If the Steering Committee seat is an appointed position, a replacement shall be appointed by the appropriate appointing body.
 - 2. If the Steering Committee seat is an elected position the Steering Committee shall appoint a replacement from the appropriate member category to serve until the next annual meeting where a replacement shall be elected.
 - 3. The appointed member shall serve until the end of the unexpired term of the member that was replaced.

Section 6. Duties of the Steering Committee

- A. To conduct and supervise the affairs of UT-WARN including the designation of sub-committees.
- B. To supervise the keeping of UT-WARN membership records and membership resource inventories.
- C. To supervise the maintenance of the UT-WARN web site.
- D. To initiate, supervise and approve plans and programs designed to achieve the objectives and purposes of UT-WARN.
- E. To develop policies, programs, or plans adopted at the Annual Meeting of the members.
- F. To determine policies of UT-WARN consistent with its objectives and purposes.
- G. To provide for annual and special meetings of UT-WARN.
- H. To provide for the dissemination of information to the members or general public as may be needed.

Article VII

Officers

- Section 1. **Number and Election**
At the first Steering Committee meeting following the Annual Meeting, the Steering Committee shall elect from their number a Chair, a Vice-Chair, a Secretary and a Treasurer to serve until their successors have been elected and qualified. At its discretion, the Steering Committee may leave unfilled for any period as it shall determine, any office except those of Chair and Secretary. Any two or more offices may be held by the same person, except the combined offices of Chair and Secretary.
- Section 2. **Chair**
The Chair shall be the chief executive and administrative officer of UT-WARN and shall preside over all meetings of UT-WARN and the UT-WARN Steering Committee. The Chair may call meetings of the Steering Committee and shall exercise such duties as customarily pertain to the office of the chair and shall have general supervision over the affairs of UT-WARN and its several officers. The Chair shall perform such duties as may be prescribed or authorized by the UT-WARN Steering Committee.
- Section 3. **Vice-Chair**
The Vice-Chair shall have such powers and perform such duties as may be assigned by the UT-WARN Steering Committee or the Chair. In the absence or disability of the Chair, the Vice-Chair shall perform the duties and exercise the powers of the Chair.
- Section 4. **Secretary**
The Secretary shall oversee the keeping of minutes of UT-WARN and its Steering Committee. The Secretary shall cause notice to be given of meetings of UT-WARN and its Steering Committee. The Secretary shall have general charge of the records, documents and papers of UT-WARN not pertaining to the performance of the duties performed by other officers. The Secretary shall perform such other duties as may be prescribed from time to time by discharge of the duties of that office.
- Section 5. **Treasurer**
The Treasurer shall have general custody of the collection and disbursement of funds of UT-WARN. The Treasurer may sign, with the Chair, or other persons as may be designated for the purpose by the Steering Committee, all bills of exchange or promissory notes of UT-WARN. The Treasurer shall enter or cause to be entered regularly in the books of UT-WARN full and accurate accounts of all monies received and paid by UT-WARN; shall at all reasonable times exhibit the books and account to any Steering Committee member or whenever required by

the Steering Committee or the Chair, shall render a statement of accounts. The Treasurer shall perform such other duties as may be prescribed from time to time by the Steering Committee or the By-Laws.

Section 6. The term of office for Steering Committee Officers shall be one year. An election of officers shall be held at each Annual Meeting.

Section 7. Reports
The officers of UT-WARN shall submit at each Annual Meeting of UT-WARN, reports covering the business of UT-WARN for the previous fiscal year and showing the condition of UT-WARN at the close of such fiscal year.

Article VIII

Amendments

Section 1. The Mutual Aid Agreement for Utah Water and Wastewater Agencies may be amended by a 2/3 majority vote of the members of UT-WARN. Ballots with the proposed revisions shall be mailed to all members of UT-WARN. Ballots not returned within thirty (30) days of the notice shall be considered as a “yes” vote. Results of the vote shall be announced at the next Annual Meeting or by notification on the UT-WARN web site.

Section 2. These By-Laws may be amended by a 2/3 majority vote of the members of UT-WARN. Ballots with the proposed revisions shall be mailed to all members of UT-WARN. Ballots not returned within thirty (30) days of the notice shall be considered as a “yes” vote. Results of the vote shall be announced at the next annual meeting or by notification on the UT-WARN web site.

Return to Agenda

CONSENT
ITEM #F

RESOLUTION NO. 14--17

A RESOLUTION SUPPORTING THE RELOCATION OF THE UTAH STATE PRISON AND THE REDEVELOPMENT OF THE PRISON PROPERTY

WHEREAS, the Utah State prison located entirely within Draper City is in need of expansion and rehabilitation; and

WHEREAS, the State of Utah will need to invest significant funds to accomplish the expansion and rehabilitation of the prison; and

WHEREAS, the Utah State Legislature commissioned the Prison Relocation and Development Authority (PRADA) to examine the feasibility of relocating the prison and has found that there is a potential of a \$1.8 billion economic benefit to redevelop the prison property and has recommended that the Utah State prison be relocated; and

WHEREAS, the existing prison property has the potential to become a significant economic center of Utah and accommodate future research park, office, retail and residential development which could be served by properly planned mass transit; and

WHEREAS, the redevelopment of the prison property as an economic center is in direct support of the Wasatch Choice's 2040 Regional Vision where "economic centers accommodate future population growth as well as provide opportunities for employees and residents to live close to work, walk or bike to shop, and have both great transit and road access" which are important components in order to reduce the negative effects of congestion and poor air quality.

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

1. That the Draper City Council encourages Governor Herbert and the Utah Legislature to fully support the Prison Relocation and Development Authority's recommendation to relocate the prison.
2. Draper City will endeavor to play an active role to support the entitlement and land planning process to redevelop the property.

PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, ON THIS 18th DAY OF FEBRUARY 2014.

DRAPER CITY

ATTEST:

Mayor

City Recorder

Return to Agenda

CONSENT

ITEM #G

POST-CLOSING AGREEMENT

[CPB Prop. No. 500-0843]

THIS POST-CLOSING AGREEMENT (this “**Agreement**”) is made and entered into this ____ day of _____, 2014, by and between DRAPER CITY, a municipality of the state of Utah (“**City**”) and CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole (“**CPB**”).

RECITALS

A. Pursuant to that Purchase Contract, dated October 31, 2012 (as amended, the “**Purchase Contract**”), City will sell to CPB that certain real property more particularly described in Exhibit A, attached hereto and incorporated by reference herein (the “**CPB Property**”). The surrounding property retained by City following the transfer of the CPB Property is defined herein as the “**City Property**.”

B. Pursuant to the Purchase Contract, CPB has the obligation, at its sole cost and expense, to construct certain improvements in the detention basin on the City Property (“the “**Detention Basin**”), and restore and adjust certain portions of the grade on both the CPB Property and the City Property (as further described in Section 2 hereof, collectively, the “**Work**”).

C. The parties desire to enter into this Agreement to detail their obligations regarding the Work and otherwise have their agreements regarding the Work survive the closing of the Purchase Contract, all in accordance with the terms and conditions set forth below.

TERMS AND CONDITIONS

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

1. Recitals. The recitals set forth above are true, correct and complete in all material respects, and by this reference the parties incorporate the above recitals into this Agreement.

2. Work.

A. The Work to be completed by CPB related to the Detention Basin includes and is limited to: (i) construction and installation of a new concrete inlet/outlet structure, (ii) regrading of the Detention Basin; (iii) landscaping of the Detention Basin with native grasses on the floor and lower slopes and 4” diameter or greater rock mulch over landscape fabric on the upper slopes; (iv) planting shrubs and trees and installing a drip irrigation system to water such shrubs and trees, with such irrigation system being connected to the City water system by a new separate water connection installed by CPB; (v) installation of approximately 340 linear feet of new 15 inch RCP storm drain pipe from the existing curb inlet located on the northwest corner of the intersection of Tooele Lane and Parowan Way to the existing storm drain manhole located in the intersection of Parowan Way and Manti Drive, which includes saw-cutting, trenching,

backfill, concrete work, and asphalt paving above the trench; (vi) removal of existing stormwater detention basin designated for removal (“**Removed Detention Basin**”), and regrading and vegetating such area; (vii) reconstruction of inlet piping from the catch basin within Manti Drive to the Detention Basin, if needed; (viii) plugging and blocking existing storm drain pipe from Steep Mountain Park into the catch basin in Parowan Way as part of Removed Detention Basin removal; and (ix) installation of a concrete inlet structure located at the northwest corner of the City Property, installation of a concrete outlet structure located on the north slope of the Detention Basin, and installation of an underground storm drain line under the CPB and City Property, which connects the two concrete structures. The Work to be completed by CPB related to the Detention Basin also includes and is limited to: (x) from the concrete inlet structure located at the northwest corner of the City Property, installation of an armored swale to convey larger flows along the surface of the ground above the underground pipe to the detention basin; and (xi) from the concrete outlet structure on the north bank of the detention basin to the new control structure, installation of a waterway to prevent the bottom of the basin from remaining wet for extended periods of time.

B. The Work to be completed by CPB on the City Property includes and is limited to: (i) restoration and adjustment of the grade to accommodate the installation of a drainage swale, the retaining walls, and a fence. CPB may adjust the finish grade up to 30 feet in depth. Where CPB adjusts the finish grade, CPB will ensure that the grade on the City Property does not exceed a 3H:1V slope; and (ii) installation of a grass area with a 2% slope located east of the tennis courts. The Work will be performed as more particularly depicted on Exhibit B, attached hereto and incorporated by reference herein.

C. The Work shall be reviewed and approved by the City prior to commencement of construction.

3. Acceptance and Maintenance of Detention Basin. Upon completion of the Work by CPB and acceptance of such Work by City, City agrees to accept and maintain the Detention Basin in good and working order in perpetuity. If the Detention Basin or CPB’s Property is damaged by City and/or its agents, servants, employees, consultants, contractors and subcontractors, City shall, at its sole cost and expense, promptly repair such damage and restore the Detention Basin or CPB’s Property to the same or better condition that existed prior to such damage.

4. Conducting the Work. The Work will be conducted: (i) in a commercially reasonable manner; (ii) in accordance with all requirements set forth by the City; and (iii) in accordance with mutually agreed upon engineered site plans to be agreed upon by the parties prior to commencement of the Work (the “**Site Plans**”).

5. Completion Date. CPB agrees to complete the Work, at its sole cost and expense, upon, but not before, the completion of the meetinghouse to be built on the CPB Property (the “**Completion Date**”).

6. No Third-Party Beneficiary. No term or provision of this Agreement or the Exhibits attached hereto is intended to be, nor shall any such term or provision be construed to be, for the benefit of any person, firm, corporation, or other entity not a party hereto, and no such other person, firm, corporation, or entity shall have any right or cause of action hereunder.

7. Miscellaneous.

7.1. Entire Agreement. This Agreement contains the entire agreement between the parties relating to the subject matter hereof. All previous agreements, communications, discussions and negotiations relating to the subject matter hereof have been merged and finalized, including statements, terms, and conditions set forth in the Purchase Contract regarding the subject matter hereof. This Agreement may only be modified or amended in writing by both parties hereto.

7.2. Successors and Assigns. Subject to the terms and conditions of this Agreement, the provisions of this Agreement shall be considered a covenant that runs with the land herein described and as such the terms, conditions, and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

7.3. Interpretation. This Agreement shall be interpreted and construed only by the contents hereof, and there shall be no presumption or standard of construction in favor of or against either party.

7.4. Captions. The captions in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

7.5. Severability. If any term or provision of this Agreement or the application of it to any person, entity or circumstance shall to any extent be invalid and unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

7.6. Attorneys' Fees and Costs. If any action at law or in equity, or any special proceeding (including bankruptcy proceedings and appeals from lower court rulings), be instituted by either party against the other party to enforce this Agreement or any rights arising hereunder, or in connection with the subject matter hereof, the prevailing party shall be entitled to recover all costs of suit and reasonable attorneys' fees. For purposes of this Paragraph, the term "prevailing party" shall, in the case of a claimant, be the party who is successful in obtaining substantially all of the relief sought, and in the case of the defendant or respondent, the party who is successful in denying substantially all of the relief sought by the claimant.

7.7. Authority. The individuals executing this Agreement represent and warrant that they have the power and authority to do so and to bind the entities for which they are executing this Agreement.

7.8. Non-Fiduciary or Agency Relationship. The parties hereto expressly disclaim and disavow any partnership, joint venture, fiduciary, agency or employment status or relationship between them and expressly affirm that they have entered into this Agreement as part of an "arms-length" transaction. No party hereto has the authority to make any

representation or warranty or incur any obligation or liability on behalf of any other party hereto, nor shall they make any representation to any third party inconsistent with this Paragraph.

7.9. Counterparts. The parties agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same instrument binding all of the parties hereto, notwithstanding that all of the parties may not have executed the original or the same counterparts. For all purposes, including without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

7.10. Survive Closing. All terms and conditions set forth in this Agreement shall survive the closing of the Purchase Contract.

[signatures are on the following two pages]

IN WITNESS WHEREOF, each of the parties hereto has duly signed and sealed this Agreement or caused such to be done, effective as of the date of this Agreement.

CPB: CORPORATION OF THE PRESIDING BISHOP
OF THE CHURCH OF JESUS CHRIST OF
LATTER-DAY SAINTS,
a Utah corporation sole

By: _____

Name: _____

Title: Authorized Agent

CITY: DRAPER CITY,
a municipality of the state of Utah

By: _____

Name: _____

Title: _____

EXHIBIT A

(Legal Description of the CPB Property)

A description for the amendment of Lot B, Centennial Heights Plat "B", as recorded in the office of the Salt Lake County Recorder as Entry Number 6193243 Plat 95-10P-277, to be known as Lot 2B, Centennial Heights Plat "B" Amended, as described as follows:

Beginning at a point on the West line of said Centennial Heights Plat "B", also being on the North – South Quarter Section line, North 01°53'41" East 800.90 feet from South Quarter Corner of Section 7, Township 4 south, Range 1 East, Salt Lake Base and Meridian and running

thence North 01°53'41" East 171.09 feet along said West line of Centennial Heights Plat "B" and the said Quarter Section line;

thence East 174.99 feet;

thence North 169.33 feet to the South Right-of-Way line of Manti Drive;

thence North 89.23'32" East 379.82 feet long the South Right-of-Way line of Manti Drive to a point of curvature;

thence 204.83 feet along the arc of a 275.00 foot radius curve to the right through a central angle of 42°40'34" (Long Chord Bears South 69°16'11" East 200.13 feet) to a point of compound curvature;

thence 24.92 feet along the arc of a 15.00 foot radius curve to the right through a central angle of 95°10'41" (Long Chord Bears South 00°20'34" East 22.15 feet) to the West Right-of-Way line of Parowan Way to a point of reverse curvature;

thence 32.54 feet along the arc of a 580.00 foot radius curve to the left through a central angle of 3°12'52" (Long Chord Bears South 45°38'20" West.) along the West line of Parowan Way.

thence South 44°01'52" West 103.39 feet along the West line of Parowan Way to a point of curvature;

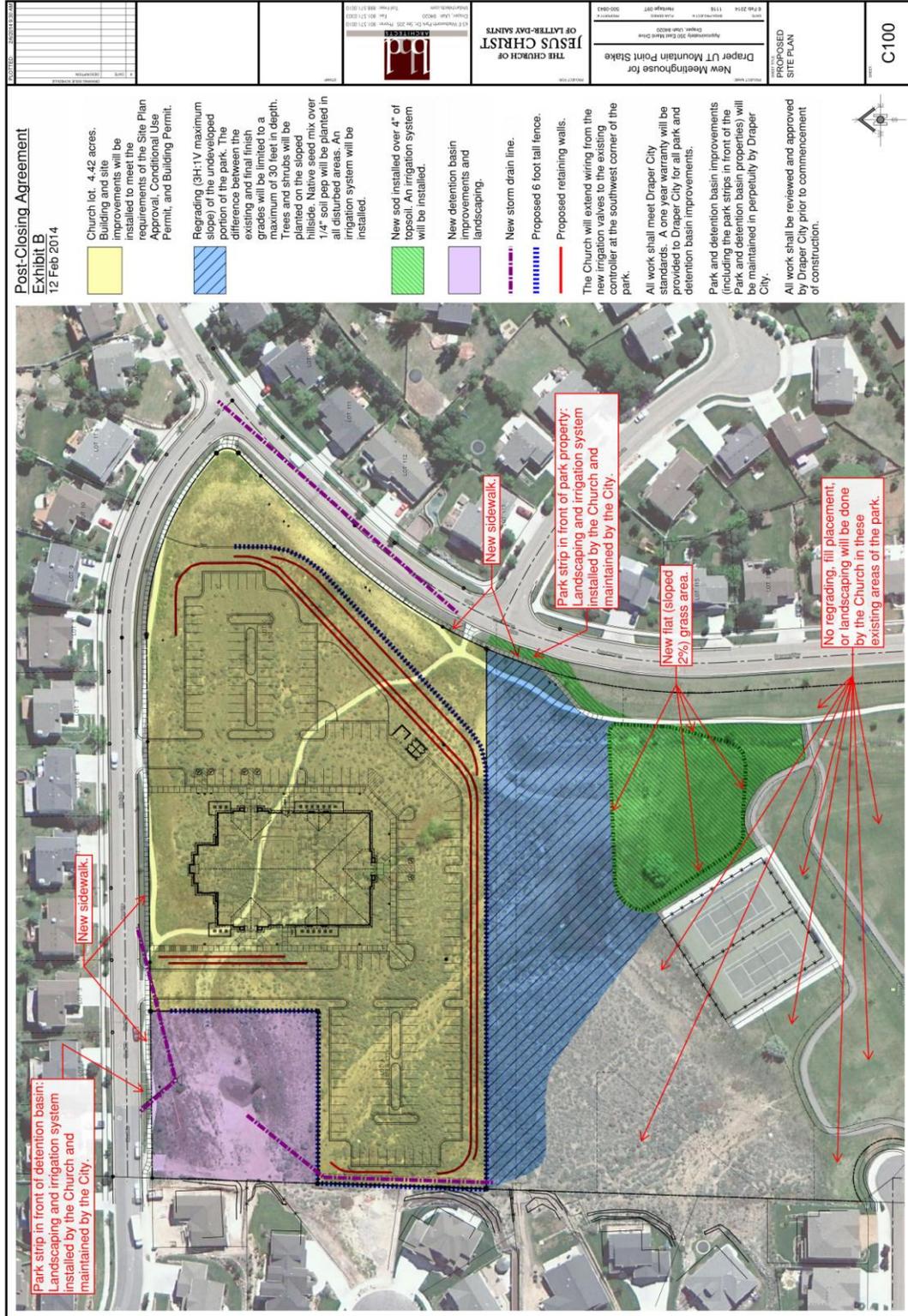
thence 186.86 feet along the arc of a 528.39 foot radius curve to the left through a central angle of 20°15'44" (Long Chord Bears South 33°54'00" West 185.89 feet);

thence West 548.94 feet to the point of beginning.

Parcel Contains 192,527 sq. ft. 4.419 acres.

EXHIBIT B

(Depiction of Work)



Return to Agenda

ITEM #7

RESOLUTION NO. 14-11

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF DRAPER TO APPOINT KIMBERLEE BECK AS CITY TREASURER FOR THE CITY OF DRAPER

WHEREAS, the Mayor desires to appoint Kimberlee Beck as City Treasurer of the City of Draper in accordance with the appointment procedures provided by law and City ordinance; and

WHEREAS, Draper City Municipal Code 2-5-040 requires the advice and consent of the City Council in order for the Mayor to appoint the City Treasurer; and

WHEREAS, Kimberlee Beck has the credentials, experience, and professionalism necessary to be the City Treasurer.

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

Section 1. Appointment. The Mayor is hereby authorized to appoint Kimberlee Beck as City Treasurer, in accordance with appointment procedures provided by law and City Code.

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

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, ON THIS 18th DAY OF FEBRUARY, 2014.

Mayor Troy Walker

ATTEST:

Rachelle Conner, City Recorder

[Return to Agenda](#)

ITEM #8

REQUEST FOR COUNCIL ACTION

To:	Mayor & City Council
From:	Dan Boles, AICP, Senior Planner
Date:	February 11, 2014
Subject:	Miller Property Zoning Map Amendment
Applicant Presentation:	Ann Miller
Staff Presentation:	Dan Boles

BACKGROUND AND FINDINGS:

The applicant has applied for a change in zoning designation on the subject property from RA1 residential to OR (office/residential). In considering the request, the Planning Commission took the following into consideration: The arguments against the request are as follows:

- The OR zone is not identified in the General Plan as a preferred zoning category under the Low/Medium Density category. This category is typically reserved for the RA1 and RA2 low density, single family residential zoning categories. The property is master planned to be Low/Medium density.
- 300 East has traditionally been the east cutoff boundary for commercial development. If commercial land was introduced farther east of that point, where would it stop?
- A residence could be constructed on the property and wouldn't be out of character with the surrounding neighborhood. The area on the north-east corner of 13800 South and 300 East is entirely residential.
- A change in zoning category would introduce an entirely new land use to that corner and east of 300 East. A residential land use goes back over a hundred years on the subject property.
- A new business would bring additional traffic to the corner of 13800 South and 300 East. The traffic for a use such as a medical office would be approximately 35 trips per day vs. 10 trips per day for a single family dwelling.
- The OR zone doesn't only allow office, but would also allow multi-family housing as well up to 12 dwelling units per acre.

The arguments for the request are as follows:

- 13800 South and 300 East are both classified as Major Collector streets. Collector streets are intended to provide access of a higher volume between the local or neighborhood streets to the major arterial streets and as a result will have a higher volume capacity.
- The OR zone is intended to be a buffer zone from residential (to the east) and commercial (master planned to the west). Section 9-11-080(1) states "*This district is designed to be a transitional zone, and should be used to buffer low density residential uses from more intense land uses, districts, and heavily traveled transportation routes.*" Buildings in this zone are limited to 24 feet in height which is considerably smaller than a single family residential zone such as the RA1 or RA2 zones which cap height at 35 feet.
- Though this category does not conform to the General Plan, Utah State code does not require a zone to conform to the General Plan map.
- The home which is currently on the property may qualify to be on the historic register. Though not on the historic register today, section 3-1-180 of the Draper City Municipal Code allows a review of homes for qualification and designation as a historic home. If it were designated as historic, a conditional use permit could be granted for a business on the site.
- Any proposed building or business on the site would be subject to not only the OR zoning development requirements but also landscape buffers, height restrictions, etc.
- Though the trip generation for an office building would be greater than a home, business hours are usually during a time that many people are away from their homes. The additional trips generated by a business are likely to have a minimal impact on existing residential traffic in the area.

After a failed vote to recommend denial of the application, in a 3-2 vote, the Planning Commission voted in favor of forwarding a positive recommendation to the City Council.

PREVIOUS LEGISLATIVE ACTION:

No previous legislative action has been taken on the subject property.

FISCAL IMPACT: Finance Review: BN

- None

SUPPORTING DOCUMENTS:

- Ordinance #1084 with Exhibit
- Staff Report with Supporting Documentation
- Zoning and Land Use Maps
- Planning Commission Minutes – January 23, 2014 PC meeting

ORDINANCE NO. 1084

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF DRAPER CITY FOR APPROXIMATELY 0.75 ACRES OF PROPERTY FROM RA1 RESIDENTIAL TO OR OFFICE/RESIDENTIAL, LOCATED AT APPROXIMATELY 309 EAST 13800 SOUTH WITHIN DRAPER CITY, OTHERWISE KNOWN AS THE MILLER PROPERTY ZONING MAP AMENDMENT.

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

WHEREAS, from time to time it is necessary to review and amend the Zoning Map to keep pace with development within the City and to ensure the provision of a variety of residential types; and

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

WHEREAS, the Planning Commission has reviewed and made a recommendation to the City Council concerning the proposed amendment to the official Zoning Map of Draper City, and the City Council has found the proposed zone change to be warranted.

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

Section 1. Zoning Map Amendment. The following described real properties located at approximately 309 East 13800 South within Draper City, Salt Lake County, State of Utah, previously zoned RA1 as shown on the Draper City Zoning Map, as depicted in Exhibit "A" hereto, are hereby changed and rezoned to OR:

BEG S 00°22'01" W 2386.22 FT & S 89°38'35" E 34.01 FT M OR LFR N 1/4 COR SEC 6, T4S, R1E, SLM; S 00°22'01" W 107.82 FT; S 11°22'28" W 20.91 FT; S 00°00'05" W 26.67 FT TO A PT OF A NONTANGENT CURVE; SE'LY ALG A 29.01 FT RADIUS CURVE TO L 45.57 FT (CHORD S 45°00'16" E 41.03 FT); N 89°59'47" E 152.37 FT; N 00°22'01" E 182.87 FT M OR L; N 89°38'22" W 177.74 FT TO BEG. 0.75 AC M OR L.

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 20 days after publication or posting, or 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 _____, 2014.

ATTEST:

DRAPER CITY:

By: _____
City Recorder

By: _____
Mayor

EXHIBIT A

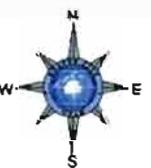
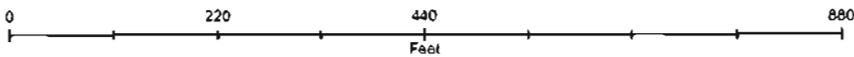
MILLER PROPERTY ZONING MAP AMENDMENT





Miller Property Zoning Map Amendment

309 East 13800 South





Development Review Committee

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

STAFF REPORT

January 14, 2014

To: Draper City Planning Commission
Business Date: January 23, 2014

From: Development Review Committee

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

Re: Miller Property – Zoning Map Amendment Request

Application No.: 140107-309E
Applicant: Ann Miller
Project Location: 309 East 13800 South
Zoning: RA1 Residential Zone
Acreage: 0.75 Acres (Approximately 32,670 ft²)
Request: Request for approval of a Zoning Map Amendment From RA1 Residential to OR Office-Residential.

SUMMARY

This application is a request for approval of a Zoning Map Amendment for approximately 0.75 acres located on the north-east corner of 13800 South and 300 East, at 309 East 13800 South. The property is currently zoned RA1 Residential. The applicant is requesting that a Zoning Map Amendment be approved from RA1 to OR to allow for the development of the currently vacant site as an office building.

BACKGROUND

According to Salt Lake County records, the home on the property was built in 1897 and is approximately 992 ft². The home has been used as a residence for most of those years but has been vacant over the past several years. The property owner over those recent years has tried to find an interested buyer and while there has been interest in the property commercially, no interest has been shown in using the existing home or building a new home on the site.

ANALYSIS

General Plan and Zoning. The Land Use Map of the General Plan calls for the Residential Low/Medium Density land use designation for the subject property. This category “includes areas of very large lot single-family neighborhoods and ranchettes.” Additionally, the property has been assigned the RA1 Residential zoning classification, supporting approximately one dwelling unit per acre. The purpose of



the RA1 zone is to “foster low density development with little impact on its surroundings and municipal services; to generally preserve the character of the City’s semi-rural areas; and to promote and preserve conditions favorable to large-lot family life, including the keeping of limited numbers of animals and fowl.” The RA1 Residential zoning designation is identified by the General Plan as a preferred zoning classification for the Residential Low/Medium Density land use designation. RA-1 zoning abuts the subject property on the north, east and across 300 East to the west. To the south is a mix of RA1 and RM1 (Wheadon development). This property is just outside of the boundary of the East Bangerter Master Plan.

As staff has evaluated the proposed zone change, arguments for and against the proposed zone change have been made. While staff is overall supportive of the change, it may be helpful to lay out the arguments for the Planning Commission’s consideration.

The arguments against the request are as follows:

- The OR zone is not identified in the General Plan as a preferred zoning category under the Low/Medium Density category. This category is typically reserved for the RA1 and RA2 low density, single family residential zoning categories.
- 300 East has traditionally been the east cutoff boundary for commercial development. If commercial land was introduced farther east of that point, where would it stop?
- A residence could be constructed on the property and wouldn’t be out of character with the surrounding neighborhood. The area on the north-east corner of 13800 South and 300 East is entirely residential.
- A change in zoning category would introduce an entirely new land use to that corner and east of 300 East. A residential land use goes back over a hundred years on the subject property.
- A new business would bring additional traffic to that corner. The traffic for a use such as a medical office would be approximately 35 trips per day vs. 10 trips per day for a single family dwelling.
- The OR zone doesn’t only allow office, but would also allow multi-family housing as well up to 12 dwelling units per acre.

The arguments for the request are as follows:

- 13800 South and 300 East are both classified as Major Collector streets. Collector streets are intended to provide access of a higher volume between the local or neighborhood streets to the major arterial streets and as a result will have a higher volume capacity.
- The OR zone is intended to be a buffer zone from residential (to the east) and commercial (master planned to the west). Section 9-11-080(1) states “*This district is designed to be a transitional zone, and should be used to buffer low density residential uses from more intense land uses, districts, and heavily traveled transportation routes.*” Buildings in this zone are limited to 24 feet in height which is considerably smaller than a single family residential zone such as the RA1 or RA2 zones which cap height at 35 feet.
- Though this category does not conform to the General Plan, Utah State code does not require a change in zone to conform to the General Plan map.
- The home which is currently on the property may qualify to be on the historic register. Though not on the historic register today, section 3-1-180 of the Draper City Municipal Code allows a review of homes for qualification and designation as a historic home. If it were designated as historic, a conditional use permit could be granted for a business on the site.
- Any proposed building or business on the site would be subject to not only the OR zoning development requirements but also landscape buffers, height restrictions, etc.
- Though the trip generation for an office building would be greater than a home, business hours are usually during a time that many people are away from their homes. The additional trips

generated by a business are likely to have a minimal impact on existing residential traffic in the area.

Criteria For Approval. The criteria for review and potential approval of a Zoning Map Amendment request is found in Sections 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.

The goals, objectives and policies of the General Plan that would be met with approval of this request would be:

- Create a balanced community where residents can live, work and play, and have their essential needs met.
- Achieve orderly land development patterns which provide for compatible, functional, cost-effective development.
- Encourage development that can be adequately supported by required services and facilities; which conserves, to the extent possible, the natural and man-made environment.
- Protect property values while providing opportunities for development which meets the health, safety and welfare needs of City residents.
- Encourage development and maintenance of quality development projects.
- Encourage infill development in close proximity to existing facilities to promote orderly growth while reducing the cost and extent of public services.
- Support the physical integration of residential uses with office and retail uses to provide opportunities for pedestrian oriented development.

Because of the nature and scale of the OR zone, with careful design, an office could be well integrated into the surrounding neighborhood. The OR zoning design guidelines were structured for that very purpose. No overlay zones exist on this property though the Bangerter Interchange and East Bangerter Master plans exist to the west of the property. No known deficiencies are known to exist in infrastructure around the property.

REVIEWS

Planning Division Review. The Draper City Planning Division has completed their review of the Zoning Map Amendment submission and has issued a recommendation for approval for the request.



Engineering and Public Works Divisions Review. The Draper City Engineering and Public Works Divisions have completed their reviews of the Zoning Map Amendment and have no comment.

Building Division Review. The Draper City Building Division has completed their review of the Zoning Map Amendment submission and have no comment.

Unified Fire Authority Review. The Unified Fire Authority has completed their review of the Zoning Map Amendment submission without further comment.

Noticing. The applicant has expressed their desire to rezone the subject property 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 Zoning Map Amendment by Ann Miller, application 140107-309E. This recommendation is based on the following findings:

1. The proposed development plans meet goals, objectives and policies of the General Plan such as:
 - i. Create a balanced community where residents can live, work and play, and have their essential needs met.
 - ii. Achieve orderly land development patterns which provide for compatible, functional, cost-effective development.
 - iii. Encourage development that can be adequately supported by required services and facilities; which conserves, to the extent possible, the natural and man-made environment.
 - iv. Protect property values while providing opportunities for development which meets the health, safety and welfare needs of City residents.
 - v. Encourage development and maintenance of quality development projects.
 - vi. Encourage infill development in close proximity to existing facilities to promote orderly growth while reducing the cost and extent of public services.
 - vii. Support the physical integration of residential uses with office and retail uses to provide opportunities for pedestrian oriented development.
2. Because of the nature and scale of the OR zone an office could be well integrated into the surrounding neighborhood.
3. The change in zone is not anticipated to have negative effects on the neighboring properties.
4. There are adequate public facilities in the area to service this property.
5. That Section 9-5-060 of the Draper City Code allows for the amendment of the City's zoning map.

MODEL MOTIONS

Sample Motion for a Positive Recommendation – “I move we forward a positive recommendation to the City Council for the Miller Property Zoning Map Amendment Request by Ann Miller, rezoning the property from RA1 to OR, application 140107-309E, based on the findings and subject to the conditions listed in the Staff Report dated January 14, 2014 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 Miller Property Zoning Map Amendment Request by Ann Miller, rezoning the property from RA1 to OR, application 140107-309E, based on the following findings:”

1. List any findings...

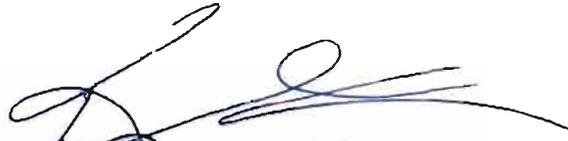


DEVELOPMENT REVIEW COMMITTEE ACKNOWLEDGEMENT

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.



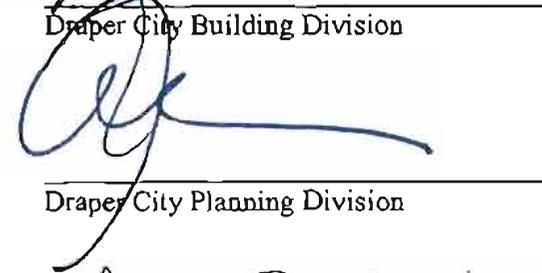
Draper City Engineering Division



Draper City Building Division



Draper City Operations Division



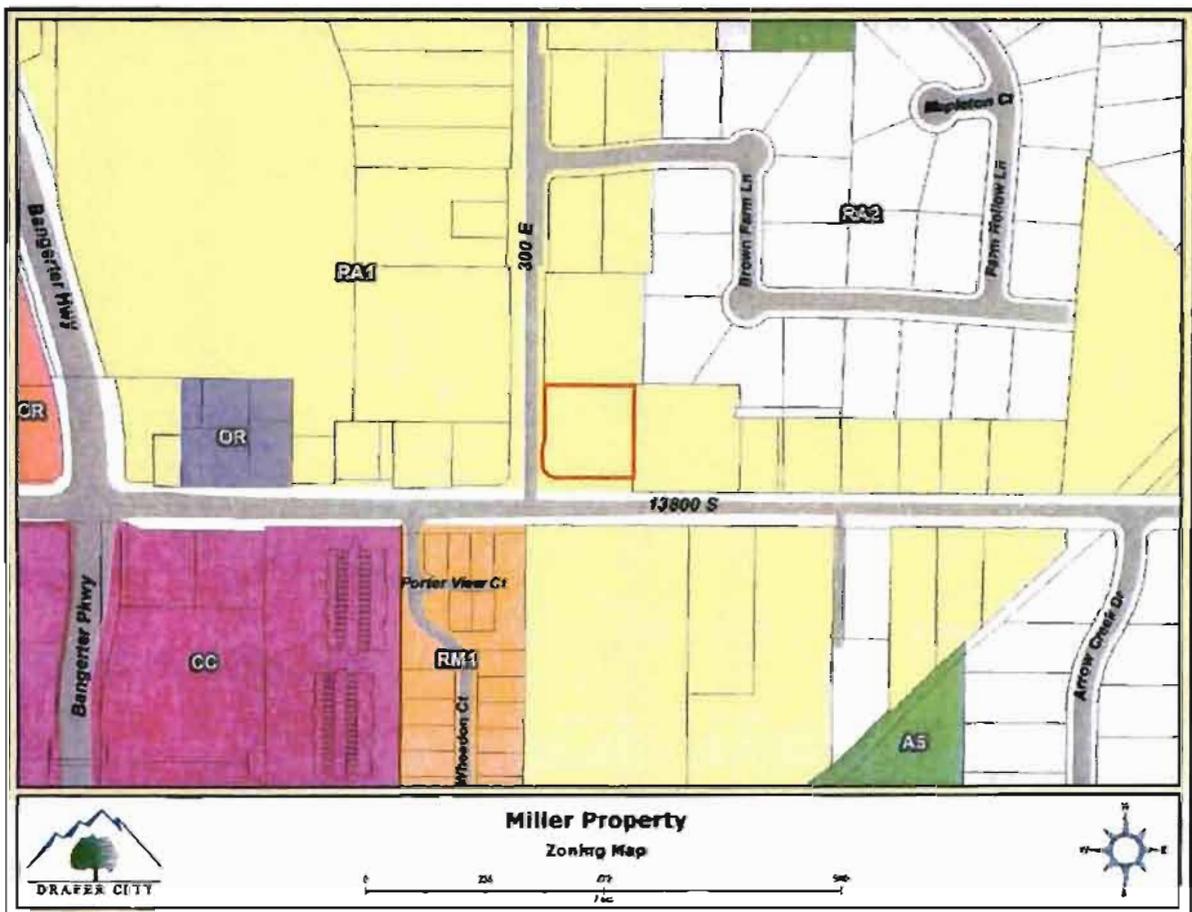
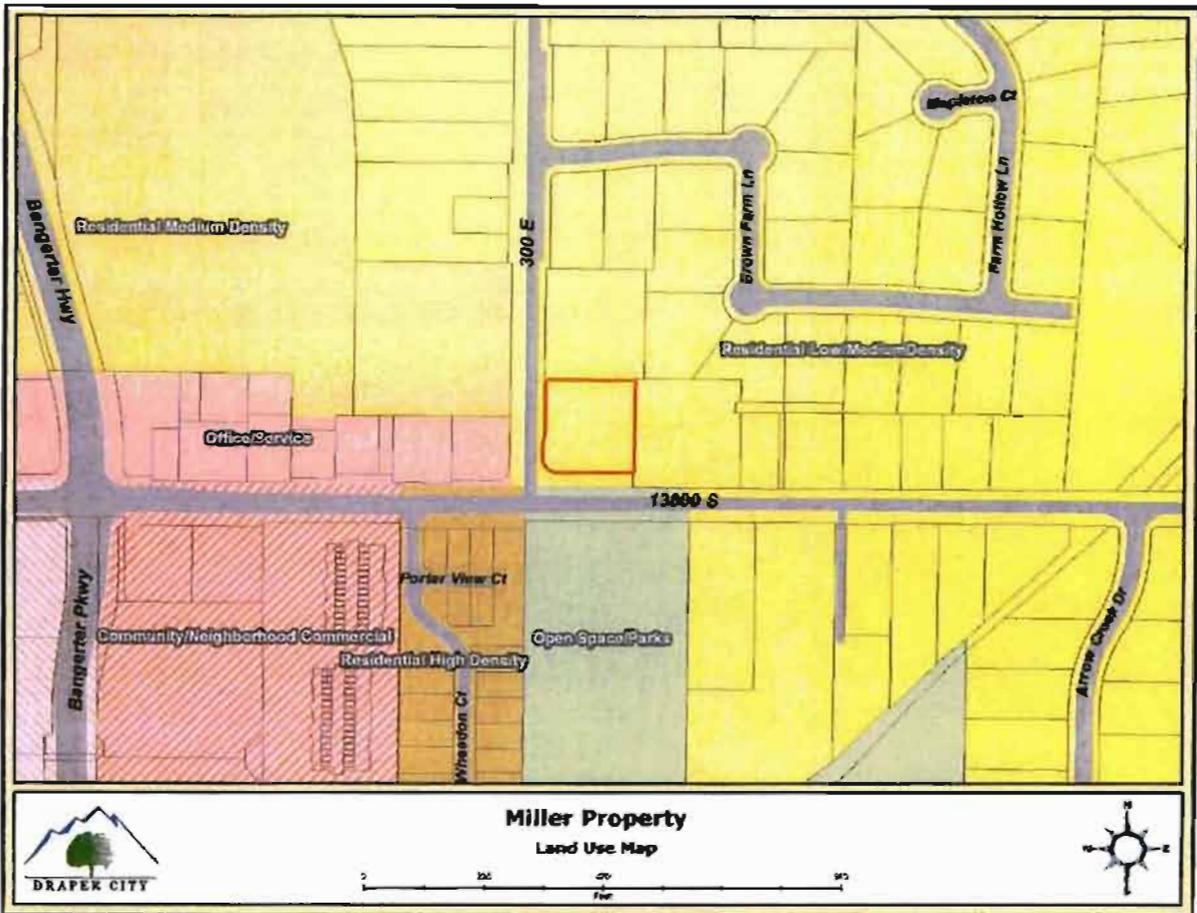
Draper City Planning Division



Unified Fire Authority



Draper City Legal Counsel



Dan Boles

From: sharlene.miner@gmail.com
Sent: Thursday, January 16, 2014 6:53 AM
To: Dan Boles
Subject: 309 E. 13800 South

Draper City Planning Commission:

We are writing in regards to the property at 309 East 13800 South. We are Gary and Sharlene Miner and live at 328 E. Brown Farm Lane--just one block north of the above property. We have a clear view of the property through our backyard. We understand that there will be a meeting to discuss this parcel on Thursday, January 16th. We are unable to attend but have some strong feelings regarding the matter.

1. This rezoning does not fit in with the Master Plan for Draper. Some years ago the planning commission looked at the city and decided that properties east of 300 East would remain residential. With that plan, we purchased our home. The planning commission needs to show some integrity and commitment to the plan that they decided upon and not sway to the voice of individual developers.
 - a. We understand that this property was likely purchased in order to sway the city to rezone and thereby make a profit. The city again should remain true to their own master plan and not be pushed around by individuals.
2. The rezone does not "fit in" with the aerial view. As we looked at the map that was distributed, it makes no sense to isolate and rezone just that corner. The whole block is residential. Everything to the north, east and west of the property is residential. Directly south is land for a park. A commercial office space, though it may only be two-story, does not fit in with the area.
3. The traffic pattern of that corner is already complicated. As you drive south along 300 east, turning left or right onto 13800 South is difficult at best given the setback of the said property. In order to feel confident that no cars are coming from the east, we have to stop at the designated line and then pull up another 15-20 feet to make certain that we are not pulling into oncoming traffic. Complicating this with an office building, which, according to Salt Lake County website can be as big as 20,000 sq. feet and a home as large as 8,000 sq. feet (if it is two-family) and an accessory building, would make this corner even more dangerous.
 - a. The city may argue that they will be able to limit the size of the building. Once a property owner has the permit, however, it will be a matter of legalities that the property owner can easily win due to the definition of Office Residential zoning. We caution Draper City to not go down this slippery slope.

We understand that decisions such as these are difficult. It is difficult to disappoint an individual owner/investor. Yet, the property was purchased as residential. Draper decided it would remain residential. Now that it hasn't sold for the asking price the city is being asked to assist an individual. We are asking that you remain true to your plan and word as set forth in the Master Plan developed by your office.

Sincerely,
Gary and Sharlene Miner
328 E. Brown Farm Lane
Draper, UT 84020

Dear Planning Commission Members,

My name is Jenny Orgill and I live at 351 East 13800 South, right next to the property change proposal. I unfortunately cannot attend the meeting on January 23rd so I am writing this letter to voice my concerns regarding the property zone change from Residential to Office/Residential.

I have two main concerns. First being that I have always been told by the City that 300 East was the cut off line from the commercial planned on the West side of 300 East and the East side of 300 East being residential. Why would we change this now?? I believe changing this property to commercial will only open the door to future commercial property eating up the residential down 300 East and 13800 South.

My second concern is the corner location of this property. I understand there are no current plans so far for the T intersection at the end of 300 East. If you travel this area you know it is often a struggle to turn left from 300 East to 13800 South especially during mornings and evenings. The problem is the speed the cars travel and the numerous cars making a left hand turn from 13800 South down 300 East. Where will these patrons and/or home owners be turning in and out of this property?? This will cause this area to be even more dangerous. When we turn into our home going East on 13800 South we are always in fear of being rear ended. I cannot even imagine cars making the same turn so close to the corner. What happens in the future when a roundabout or a traffic light is put in?? How will this affect the vehicles entering and exiting the property?

I appreciate your time and hope you will take into consideration my concerns when making your decision.

Sincerely,

Jenny Orgill

Dan Boles

From: Lisa [alexals@hotmail.com]
Sent: Sunday, January 19, 2014 8:15 PM
To: Dan Boles
Subject: Against Rezoning the Corner of 300 East & 13800 South

Dear Mr. Boles,

We are addressing the issue of rezoning the property at 309 East and 13800 South. We currently live at 416 East Brown Farm in the residential neighborhood behind this area. We are strongly against having this area rezoned as it was promised by the planning commission and the Senior Planner that east of 300 East would never be commercial and would stay residential only. The traffic at the corner is already getting busy and would not be appropriate for a business. It would disrrupt the quality of life for the neighbors next to that property and driving through that area to get to the freeway and other areas would be worse. Please consider these serious cons for rezoning and breaking prior commitments made to not commercialize past 300 East. Thank you for your consideration in this important matter.

Sincerely,

Brett and Lisa Armstrong

Sent from my NOOK

Dan Boles

From: Lane Lewis [lanelewisjr@gmail.com]
Sent: Thursday, January 23, 2014 9:06 AM
To: Dan Boles
Subject: Rezoning 13800 South 300 East

Mr Boles,

I understand that there is a public hearing this evening to discuss rezoning of the property on 13800 South 300 East. I am unable to attend the meeting this evening but I wanted to voice my opinion. I live directly behind the property at 13526 South Brown Farm Ln. I am greatly opposed to rezoning this residential property as a commercial property. My understanding is the master plan was that commercial properties would not go past 300 east. That property was purchased as a residential property and it is part of a residential neighborhood. I feel that this deviates from the master plan as well as complicates and already difficult traffic situation on that corner.

Please stick with the master plan and do not allow that property to be rezoned as residential/commercial.

Thank you.

Lane and Misty Lewis
13726 South Brown Farm Ln
Draper, UT 84020

Dan Boles

From: sharlene.miner@gmail.com
Sent: Monday, February 10, 2014 10:19 AM
To: Dan Boles; David Dobbins; Troy Walker; Alan Summerhays; Bill Colbert; William Rappleye; Marsha Vawdrey; Jeff Stenquist
Cc: Gary Miner
Subject: Miller Property 309 E 13800 South

Dear Mr. Boles, Mr. Mayor, Mr. Dobbins and Members of the Draper City Council:

We are extremely disappointed to hear of the Draper Planning Commission's decision to grant Office/Residential status to the property located at 309 E 13800 South. This represents a decision based on an individual's desire to gain from a sale and in no way represents integrity to the Master Plan or to the interests of the community at large. All of the property to the north, south, east and west of that parcel is currently zoned residential--according to the Draper Master Plan.

If that corner is open for commercial use, there will be no justification for keeping 300 East residential. We know of only a few homes on the west side of 300 East between 13800 south and Smithfield Park that are owner-occupied. Most are rentals. Once the city has allowed this particular lot to become occupied for commercial gain, there will be no justification for keeping 300 East free of commercial ventures. Because many of these parcels are not owner-occupied, owners will cite this particular decision when they appeal for rezoning in order to profit from a sale. Commercial creep will continue up 300 East. A parcel zoned Office/Residential is worth more than a parcel zoned Residential. This is a street where we have a school as well as a park. We ask you to protect this area where our children walk to school and ride their bikes to the park.

From the Salt Lake County website, a plot of land zoned Office/Residential can contain an office building as large as 20,000 sq. feet. The lot can also have a home as large as 8,000 sq. feet (if it is two-family). Additionally, the lot could also contain an accessory building. The building can be as tall as 35 feet. The city may argue that they will be able to limit the size of the building. However, once a property owner has the zoning permit, it is only a matter of legalities that the property owner can easily overcome in order to build the maximum allowed structure for the particular zoning. In other words, once rezoned, Draper has lost control of what actually will be built on that parcel.

The Draper website states in the General Plan overview: "Promoting the Public Interest By basing the plan upon facts and conclusions developed through background studies, assurance that the plan is reasonable and impartial is achieved. This helps promote the interest of all persons rather than the interest of individuals or special interest groups."

The decision to grant Office/Residential status to one plot in the middle of residential areas is clearly a decision that was made to benefit one individual and not the community at large. Draper, as a community, is not in need of an office on that corner. In fact, when you drive around Draper, there are many office spaces available within walking distance of that particular lot. We can understand that the Millers do not want to lose money on their speculation. But, any real estate investment comes with risk. To rezone a parcel based on an individual's desire for compensation is irresponsible of the planning commission. We have not been able to figure out the benefit to the city at large and wonder to what gain the decision was made.

The Master Plan as set by the Draper Planning Commission calls for 300 East and properties that lie east of that point to be zoned residential. The Planning Commission did not vote in favor of integrity to the Master Plan. We appeal to the City Council to make a decision that promotes the interest of all persons in the city of Draper rather than the interest of individuals.

Thank you,
Gary and Sharlene Miner
328 Brown Farm Lane
Draper, UT 84020

Dear Planning Commission Members,

My name is Jenny Orgill and I live at 351 East 13800 South, right next to the property change proposal. I unfortunately cannot attend the meeting on January 23rd so I am writing this letter to voice my concerns regarding the property zone change from Residential to Office/Residential.

I have two main concerns. First being that I have always been told by the City that 300 East was the cut off line from the commercial planned on the West side of 300 East and the East side of 300 East being residential. Why would we change this now?? I believe changing this property to commercial will only open the door to future commercial property eating up the residential down 300 East and 13800 South.

My second concern is the corner location of this property. I understand there are no current plans so far for the T intersection at the end of 300 East. If you travel this area you know it is often a struggle to turn left from 300 East to 13800 South especially during mornings and evenings. The problem is the speed the cars travel and the numerous cars making a left hand turn from 13800 South down 300 East. Where will these patrons and/or home owners be turning in and out of this property?? This will cause this area to be even more dangerous. When we turn into our home going East on 13800 South we are always in fear of being rear ended. I cannot even imagine cars making the same turn so close to the corner. What happens in the future when a roundabout or a traffic light is put in?? How will this affect the vehicles entering and exiting the property?

I appreciate your time and hope you will take into consideration my concerns when making your decision.

Sincerely,

Jenny Orgill

Dan Boles
AICP Senior Planner
Draper City Development Department
1020 East Pioneer Rd
Draper City, Utah 84020

I understand the planning commission has approved ~~has approved~~ a zone change for 309 East 13800 South. This is a great concern to me and many neighbors. Totally against it.

We have lived on 13800 South for over 45 years, put up with a crazy busy road and many commercial businesses opening the last few years on lower 13800 South. We have been told the cut off point would be 300 East.

Please be aware many people (home owners) are very concerned about this.

Thank you

Phyllis C. Pearson
400 East 13800 South
Draper, Utah 84020

doubledownjerry@msn.com

801-571-0813

Dan Boles

From: Jim Rogers [jim@sixrogers.com]
Sent: Thursday, February 13, 2014 9:31 PM
To: Troy Walker; Bill Colbert; William Rapple; Jeff Stenquist; Alan Summerhays; Marsha Vawdrey; Dan Boles
Cc: mcdesertrat@comcast.net
Subject: Proposed Zoning change at 138000 S. and 300 E. Miller Property

Follow Up Flag: Flag for follow up
Flag Status: Flagged

Mayor Walker and City Council Members,

Re: Proposed Zoning change at 13800 S. and 300 E. Miller Property

Unfortunately I will be out of town for this week and will not be able to attend Tuesday's City Council meeting. Please accept this as my comments surrounding the proposed zoning change at 13800 S. and 300 E. (Miller Zoning Amendment).

Many residents of the Lone Peak Court neighborhood as well as long time residence along 13800 S. and 300 E. will probably be in attendance and may voice the same points as I outline here.

I have been a Draper resident for the last 24 years, 11 of that in the Lone Peak Court neighborhood bordering the proposed change. I purchased the home not only to finish raising my family but as an investment in my family's future. Everyone in this neighborhood purchased their homes with the information that was part of the master zoning plan and the separation of commercial areas from those deemed for residences. We made the decision and investment based on the plan that commercial zoning would be limited to West of 300 E.

I suspect that the Miller's purchased the home at the intersection with exactly the same information. There can't be any question around any attributes of the property, location or intention for its use and nothing has changed since the Miller's purchased the property outside of their inability to sell it. If it was not a prime spot for a residence but had residential zoning, they shouldn't have bought the property. If I make a poor decision then I bear the consequences, I don't pass it on to others. Real Estate speculation has its risks.

Several years ago then a different commercial option was proposed, it was promised by the city council that 300 E. (East and West side) would remain as residential and as a buffer for the neighborhoods to the East. With the new homes being built right across the street and so much other commercial zoning available, there is no reason this needs to change.

Finally, allowing this change open the possibility for commercial to creep East along 13800 S. and North along 300 E. In fact, you can predict that this will lay the groundwork, justification and precedence for the next amendment. Denying that next amendment will be that much more difficult if this is approved.

I am asking the City Council to deny this amendment and stay the course that so many of us have made important decisions based upon. We have all made our choices based on the information of the zoning, including the Miller's. The difference is that those in the current neighborhood are not trying to change it to avoid poor decisions or financial gain. We just want to live here, contribute to the community and protect the lifestyle we have invested in.

Thank you for your consideration.

Jim Rogers

382 E. Brown Farm Lane

Draper, Utah 84020

Return to Agenda

ITEM #9

REQUEST FOR COUNCIL ACTION

To:	<u>Mayor & City Council</u>
From:	<u>Dennis Workman</u>
Date:	<u>2-4-14 for 2-11-14 CC Hearing</u>
Subject:	<u>Draper Creekside Preliminary Subdivision Plat</u>
Applicant Presentation:	<u>Eric Saxey</u>
Staff Presentation:	<u>Dennis Workman</u>

RECOMMENDATION:

To approve the preliminary plat, as recommended by the Planning Commission

BACKGROUND AND FINDINGS:

This application is a request for preliminary plat approval on 3.9 acres located near the south terminus of Minuteman Dr. On January 9, 2014 the Planning Commission approved the site plan for this project, and also recommended approval of the preliminary plat. The Planning Commission's positive recommendation on both site plan and preliminary plat was based on the following findings:

1. That the proposed site plan is for a use that is permitted within the RM2 zone.
2. That the proposed site plan meets the Draper City ordinances pertaining to site plan approval, namely those contained in Section 9-32.
3. That the proposed site plan conforms to the requirements of the General Plan.
4. That the site plan will not be detrimental to the health, safety or general welfare of those persons working or residing in the area.
5. That a deviation from strict compliance with the architectural standards of Sub. 9-32-030(b)(3) is justified because the proposed elevations uphold the existing character of the neighborhood.
6. That a landscaping plan was produced and submitted that is in compliance with section 9-23 of the Draper City Municipal Code.
7. That tandem parking is appropriate for this project and is allowed by ordinance.
8. That the proposed parking meets the requirements of the Draper City Municipal Code.
9. That pedestrian connectivity and circulation is adequately provided for with a sidewalk on only one side of the street.
10. That the proposed architecture is consistent with the existing style and character of the neighborhood, which justifies a special exception from the requirement that building materials must consist of at least 50% brick or stone.

PREVIOUS LEGISLATIVE ACTION:

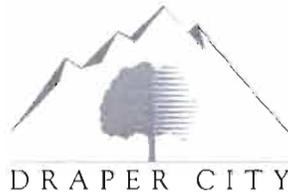
January 9, 2014: Planning Commission reviewed and recommended approval of the preliminary plat.

FISCAL IMPACT: Finance Review: RDW

- The plat will divide the property into 44 privately-owned townhome lots with the remainder of the area held in common ownership. As such, the Creekside HOA may contract with the City for garbage/recycle pick-up. Storm water service will be provided by the City, but water service will be through WaterPro.

SUPPORTING DOCUMENTS:

- Preliminary Plat
- Staff Report to Planning Commission with maps
- Minutes from Planning Commission hearing of January 9, 2014



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

STAFF REPORT
December 27, 2013

To: Planning Commission
Business Date: January 9, 2014

From: Development Review Committee
Prepared by Dennis Workman, Planner II

Re: Draper Creekside Townhomes – Site Plan and Preliminary Plat

Application No.: 131010-13433S
Applicant: Eric Saxey with Everest Builders
Project Location: 13433 S. Minuteman Dr.
Zoning: RM2
Acreage: 3.9 acres
Request: Site plan and preliminary plat approval for a 44-unit townhome development

BACKGROUND

This application is a request for site plan and preliminary plat approval on 3.9 acres located near the south terminus of Minuteman Dr. The property is zoned RM2, which allows a density of up to 12 units per acre. The applicant is requesting site plan approval for a 44-unit townhome development, yielding 11.28 units per acre. In addition, the applicant seeks approval of a townhome subdivision plat to allow the sale of the units. The authority to approve or deny the site plan portion of this application is vested with the Planning Commission. The authority to approve or deny the preliminary plat portion, however, is vested with the City Council, with the Planning Commission being a recommending body.

ANALYSIS

General Plan and Zoning. The General Plan currently identifies the subject property as High-Density Residential, which allows up to 12 units per acre. The property is zoned RM2 which is consistent with this land use classification. The stated purpose of the RM2 zone district is to “permit well-designed apartments, townhouses, twin homes and condominiums at relatively high densities that are appropriately buffered from and compatible with surrounding land uses.” The subject property is typical of a multi-family project location, bordered by a collector street and positioned between two high density housing projects. The proposed use is consistent with both the General Plan and the zoning district.

Site Plan. Located on the south end of Minuteman Drive, the development has no potential to connect to the adjacent I-15 or Bangerter Parkway corridors. The site is surrounded by Bella Monte Condos to the south, I-15 to the west, and Pinnacle Apartments to the north. The proposed site plan shows 44 units on 3.9 total acres creating an overall density of 11.28 units per acre. RM2 zoning allows for up to 12 units per acre. Access will be from two separate points on Minuteman Drive. The private right-of-way is proposed to be 26’ wide drivable surface with a four-foot sidewalk on one side. Sub. 9-32-030(d)(4) of the DCMC states that sidewalks shall be installed on both sides of the street, but that the Planning Commission may modify this requirement if it finds: 1) that the second sidewalk...does not facilitate



pedestrian connectivity; 2) that ample pedestrian circulation has been provided and is otherwise satisfied; and 3) that the purpose and intent of the development standards set forth in Chapter 9-32 are met. Staff's opinion is that all three of these findings can be made. (There is a separate model motion at the end of this staff report to approve/deny this requested modification of the sidewalk standard.) A nicely-landscaped playground and pavilion area will be on the west side near the project's entrance, which satisfies the need for "visual relief from the street through open space" as stated in 9-32-030(e)(3). Staff has verified that the pavilion and playground areas comply with Section 9-32-030(f) which outlines the standards for amenities in a multi-family project. All units will front directly onto the private streets, and will have a minimum 20 foot long driveway to allow for tandem parking, as required by Sub. 9-23-030(c)(2)(ii). The project will include two unit sizes, the smaller of which will have a 168 square foot limited common area in the rear of the unit which the owner has the option to enclose with a fence. Visitor parking stalls will be located near the amenities area on the west and at the end of Golden Privet Lane on the east, which staff regards as an acceptable effort to meet the requirement set forth in Sub. 9-32-030 (c)(6) that visitor parking stalls be centrally located.

Landscaping and Open Space. The site contains 61,272 square feet of open space along the boundaries of the property and throughout the site, providing an open space calculation of 36% which exceeds the 30% minimum required by Sub. 9-32-030(e). The applicant has not included any roads, sidewalks, limited common or private areas in the calculation of the open space. As stated above, staff is pleased that there is a substantial amount of open space at the project's entrance, which satisfies the need for "visual relief from the street through open space" as required by 9-32-030(e)(3). This area will contain a substantial number of trees, namely, Autumn Purple Ash, Norway Maple, European Columnar Aspen, and Colorado Spruce. The dwelling units in this area, as well as throughout the project, will have Spring Snow Crabapple and Bird Cherry trees in the landscaped area separating the driveways. Numerous varieties of shrubs and grasses will be planted along the sides of all structures and near the visitor parking stalls. With few exceptions, sod will be planted on all open space areas. One exception is south of the south access road where Corner Canyon Creek meanders across a small portion of the subject site; this area will be planted with a native seed mix in four-inch deep topsoil.

Parking. According to Table 9-25-1 of the City Code, a multi-family use is required to provide one visitor parking space for every four units. With a total of 44 proposed units, the development would need to provide 11 visitor spaces. In addition to the visitor parking, each unit is required to provide two spaces for resident parking. Sub. 9-25-050(G)(6) states that, "*Multi-family dwellings designed to include enclosed garages may count the number of spaces within the garage towards the parking requirement when the garage is designed in compliance with Section 9-25-070(A)(3) and approved as a part of a site plan or site plan amendment.*" Sub. 070(A)(3) states that garages are to have a minimum of ten feet in width and twenty feet in depth and eight feet of garage door opening per car space. Each of the garages within the development meet those design criteria and therefore can count toward the two spaces needed for resident parking. Sub. 060(F) states that "[t]andem parking spaces shall count towards required parking as only a single parking space per pairing. As such, the site meets and even exceeds the parking requirements for a multi-family development.

Housing Types/Architecture. As discussed in the City's General Plan, design excellence is critical to maintaining the integrity of a multi-family neighborhood. Staff has verified that the buildings proposed for this project meet the multi-family dwelling development standards contained in Chapter 9-32. The site plan shows six 6-plexes and two 4-plexes, for a total of 44 units. Unit sizes will vary, as required by Sub. 9-32-030(a), with 16 units that will be 24x40, and 28 units that will be 24x34. Table 9-10-3, *Development Standards in Residential Zones*, requires that the minimum lot area for a townhome is 1000 square feet, which each lot satisfies. All buildings will be two stories over a two-car garage. The middle units of each building will be taller than the side units, which will break up the horizontal plane of the building. No roofline will exceed 50 feet in length without a visual break, as required by Sub. (a)(2)(i).

There will be a variety of building colors and materials, as required by Sub. (a)(4). The applicant will display a materials/color board at the Planning Commission hearing. The buildings will be 32'5" tall on 64% of the units and 38' tall on the other 36%, as measured from average finished grade to midpoint of highest roof. The standard height limitation of 35' in the RM2 zone, as set forth in Table 9-10-3, may be exceeded by five feet for multi-family structures for the purpose of encouraging height variation, as set forth in Sub. 9-32-030(a)(2)(ii). The type of structure being proposed does not lend itself well to the requirement in Sub. (b)(4) that "[s]treet oriented facades shall protrude beyond the garage door by at least five feet." Staff is pleased with the applicant's efforts to modify the original architectural plans in order to satisfy this requirement. As stated in Sub. (b)(3), "building materials for multiple family structures shall consist of a least fifty percent brick, stone or synthetic stone on all sides of the structure." The proposed building materials consist of 16% stone, and 80% wood/fiber composite siding, both of which are considered primary materials for commercial construction. But since the brick/stone requirement of Chapter 9-32 is not met, the applicant seeks the Planning Commission's approval to deviate from strict compliance with the standard, as described in the following section.

Architectural Design Standards Modification. Chapter 9-32-030(b) of the Draper City Municipal Code makes provisions for the Planning Commission to authorize deviations to strict compliance with the terms of the code regarding development design standards for architecture where materials are concerned. It states:

- (3) Building materials for multiple family structures shall consist of at least fifty percent (50%) brick, stone, or synthetic stone on all sides of the structure.
 - (i) The Planning Commission may grant a special exception from this clause to allow accumulation or clustering of brick, stone, or synthetic stone on the most publicly visible sides of the structure. This exception is dependent on compliance with the following standards:
 - (1) The use of brick, stone, or synthetic stone is equal to a gross calculation of square footage of fifty percent (50%) or more of all structure sides.
 - (2) Structure design meets 9-32-030(b)(2): 'Side and rear elevations that are visible to the public shall match the architectural detailing of the front façade.
 - (ii) Windows are excluded from the gross calculation of exterior building materials.
 - (iii) The Planning Commission may also grant a special exception from this clause if a predominant building material exists in the project vicinity and the use of the material will uphold the existing character and style of the given neighborhood. The project developer may present the proposed building material (and color) to the Planning Commission to substantiate the quality and durability of the proposed dominant material.

The applicant invokes paragraph (iii) of the above citation to justify the deviation and to show that his request is reasonable. At the Planning Commission hearing, he will present photos of existing multi-family structures in the vicinity, namely projects built by Candlelight Homes and Holmes Homes. The photos will show that the architecture under review is consistent with the predominant building materials of existing construction in the area.

Lighting. The photometric plan shows ten 42" bollards distributed throughout the site, located near the sidewalk. It also shows a wall fixture on the front elevation of each unit. All bollards and fixtures will have cut-off shields to minimize glare. This project will contain no light poles.



Preliminary Plat. The applicant has submitted a preliminary plat for the 44 townhomes. The plat depicts areas of private, limited common and common use. All units in the RM2 zone are to have a minimum size of 1,000 square feet. All resulting lots in the proposed plat will exceed the required 1,000 ft². The applicant will form an HOA to maintain all detention areas, landscaping, snow removal, etc. which will need to be recorded against the plat.

Criteria For Approval. The criteria for review and approval of a site plan is found in Sections 9-5-090(e) of the DCMC. They are as follows:

- (e) Standards for Approval. The following standards shall apply to the approval of a site plan.
 - (1) The entire site shall be developed at one time unless a phased development plan is approved.
 - (2) A site plan shall conform to applicable standards set forth in this Title. In addition, consideration shall be given to the following:
 - (i) Considerations relating to traffic safety and traffic congestion:
 - (A) effect of the site development plan on traffic conditions on abutting streets and neighboring land uses, both as existing and as planned;
 - (B) layout of the site with respect to location and dimensions of vehicular and pedestrian entrances, exits, driveways, and walkways;
 - (C) arrangement and adequacy of off-street parking facilities to prevent traffic congestion and compliance with the provisions of City ordinances regarding the same;
 - (D) location, arrangement, and dimensions of truck loading and unloading facilities;
 - (E) vehicular and pedestrian circulation patterns within the boundaries of the development;
 - (F) surfacing and lighting of off-street parking facilities; and
 - (G) provision for transportation modes other than personal motor vehicles, including such alternative modes as pedestrian, bicycle, and mass transit.
 - (ii) Considerations relating to outdoor advertising:
 - (A) compliance with the provisions of Chapter 9-26 of this Title. Sign permit applications shall be reviewed and permits issued as a separate process. Action may be taken simultaneously with or following site plan review.
 - (iii) Considerations relating to landscaping:
 - (A) location, height, and materials of walls, fences, hedges, and screen plantings to provide for harmony with adjacent development, or to conceal storage areas, utility installations, or other unsightly development;

- (B) planting of ground cover or other surfaces to prevent dust and erosion;
 - (C) unnecessary destruction of existing healthy trees; and
 - (D) compliance with the Draper City General Plan guidelines to promote consistent forms of development within the districts of the City as identified in the General Plan.
- (iv) Considerations relating to buildings and site layout:
- (A) the general silhouette and mass, including location on the site and elevations, in relationship to the character of the district or neighborhood and the applicable provisions of the General Plan; and
 - (B) exterior design in relation to adjoining structures in height, bulk, and area openings, breaks in facade facing on the street, line and pitch of roofs, the arrangement of structures on the parcel, and appropriate use of materials and colors to promote the objectives of the General Plan relating to the character of the district or neighborhood.
- (v) Considerations relating to drainage and irrigation:
- (A) the effect of the site development plan on the adequacy of the storm and surface water drainage; and
 - (B) the need for piping of irrigation ditches bordering or within the site.
- (vi) Other considerations including, but not limited to:
- (A) buffering;
 - (B) lighting;
 - (C) placement of trash containers and disposal facilities; and
 - (D) location of surface, wall and roof-mounted equipment.
- (3) In order to assure that the development will be constructed to completion in an acceptable manner, the applicant shall enter into an agreement and provide a satisfactory letter of credit or escrow deposit. The agreement and letter of credit or escrow deposit shall assure timely construction and installation of improvements required by a site plan approval.
- (4) In a planned center, individual uses shall be subject to the following requirements:
- (i) The overall planned center shall have been approved as a conditional use which shall include an overall site plan, development guidelines and a list of allowable uses in the center.
 - (ii) The City and the developer of the planned center shall enter into a development agreement governing development of the center. The agreement shall include a provision to the effect that staff review and approval of uses and the site plan is typically sufficient.
 - (iii) Development guidelines for a center shall, as a minimum, address the following topics:

- (A) general site engineering (e.g., storm drainage, provision of utilities, erosion control, etc.);
 - (B) architectural guidelines, including building setbacks, height, massing and scale, site coverage by buildings, materials, and colors;
 - (C) landscaping and open space standards;
 - (D) signage;
 - (E) exterior lighting;
 - (F) parking, pedestrian and vehicular circulation, and access to the site;
 - (G) rights of access within the center (use of cross-easements, etc.);
 - (H) development phasing and improvements/amenities to be completed with each phase;
 - (I) outdoor sales, storage and equipment;
 - (J) fencing and walls; and
 - (K) maintenance standards and responsibilities.
- (5) Building permits for individual uses with an approved planned center shall be reviewed by the Zoning Administrator for compliance of the proposed use to the overall site plan, development guidelines and approved use list for the planned center. The Zoning Administrator shall approve, approve with conditions, or deny the permit based on compliance with applicable conditions of the site plan and provisions of this Title.

Preliminary Plat. The criteria for review and approval of a preliminary plat are found in Section 17-3-040(a) of the Draper City Municipal Code. They are as follows:

The Planning Commission shall make findings specifying any inadequacy in the application, non-compliance with City regulations, questionable or undesirable design and/or engineering, and the need for any additional information which may assist the Planning Commission to evaluate the preliminary plat. The Planning Commission may review all relevant information pertaining to the proposed development including but not limited to the following: fire protection; sufficient supply of culinary and secondary water to the proposed subdivision; sewer service; traffic considerations and the potential for flooding; etc. The Planning Commission shall submit its findings and recommendations regarding approval or disapproval of the Preliminary Plat to the City Council for review and decision.”

STAFF REVIEWS

Planning Division Review. The planning staff issues a recommendation for approval with the following comments and conditions:

1. That a deviation from strict compliance with the sidewalk standard is justified because pedestrian connectivity is adequate as proposed.
2. That a deviation from strict compliance with the requirement that building materials consist of at least 50% brick or stone is justified because the proposed architecture upholds the existing character and style of the neighborhood.
3. That a final plat application is submitted in accordance with section 17-4 of the DCMC.
4. That all buildings are constructed as shown in the exhibits attached to this staff report.
5. That all landscaping is installed in accordance with the landscape plan attached to this staff report and chapter 9-23 of the Draper City Municipal Code.

6. That approval of the site plan or plat does not constitute approval of any signage. All signage shall be required to receive separate sign permit approval.
7. That all utility and mechanical equipment will be hidden by landscaping, and that this will be field verified prior to a certificate of occupancy being granted.

Engineering Review. In a memo dated January 2, 2014, Carolyn Prickett with Draper City Engineering states:

We have reviewed the subject preliminary plat and site plan application and recommend approval subject to conditions. Accordingly, we have provided the following comments for your consideration:

Plat

1. The references to other developments on the plat shall be removed or amended to indicate the Draper Creekside development.

Site Plan

2. A Development Permit shall be obtained before construction within any area of special flood hazard through the Flood Plain Administrator in accordance with Title 12 of the Draper City Municipal Code.
3. Multiple Family Projects shall install sidewalks on both sides of all private streets in accordance with Section 9-32-30(d)(4) of the Draper City Municipal Code.

Grading and Drainage Plan

4. The Tideflex Valve may create a maintenance issue and shall not be located in the public drainage system. If the engineer determines such a valve is necessary for the site's drainage system, the valve shall be placed inside a structure that is located within and maintained by the Draper Creekside Development.
5. The proposed retaining wall will require a building permit in accordance with the Draper City Municipal Code Section 9-27-085.
6. Copies of the Stream Alteration Permit and Salt Lake County Flood Control Permit or corresponding approval letters for the proposed construction adjacent to Corner Canyon Creek are required prior to issuance of a Land Disturbance Permit.

Building Division Review. In a memo dated October 22, 2013, Keith Collier states that he has no concerns at this stage.

Unified Fire Authority Review. In a memo dated December 12, 2013, Don Buckley with the Unified Fire Authority recommends approval with the following conditions and comments:

1. Fire Department Access is required. An unobstructed minimum road width of twenty-six (26) feet and a minimum height of thirteen (13) feet six (6) inches shall be required. The road must be designed and maintained to support the imposed loads of emergency apparatus. The surface shall be able to provide all weather driving capabilities. The road shall have an inside turning radius of twenty – eight (28) feet. There shall be a maximum grade of 10%. Grades may be checked prior to building permits being issued.
 - a. 2012 International Fire Code Appendix D requirements on street widths:

D103.6 Signs. Where required by the fire code official, fire apparatus access roads shall be marked with permanent NO PARKING—FIRE LANE signs complying with Figure D103.6. Signs shall have a minimum dimension of 12 inches (305mm) wide by 18 inches (457mm) high and have red letters on a white reflective background. Signs shall be posted on one or both sides of the fire apparatus road as required by Section D103.6.1 or D103.6.2.



Signs are 12 X 18 inches, metal, and/or made of all weather resistant materials. (D103.6)

D103.6.1 Roads 20 to 26 feet in width. Fire lane signs as specified in Section D103.6 shall be posted on both sides of fire apparatus access roads that are 20-26 feet wide (6096-7925 mm).

D103.6.2 Roads more than 26 feet in width. Fire lane signs as specified in Section D103.6 shall be posted on one side of fire apparatus access roads more than 26 feet wide (7925 mm) and less than 32 feet wide (9754 mm).

2. 104.8 Modifications. Whenever there are practical difficulties involved in carrying out the provisions of this code, the *fire code official* shall have the authority to grant modifications for individual cases, provided the *fire code official* shall first find that special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, life and fire safety requirements. The details of action granting modifications shall be recorded and entered in the files of the department of fire prevention. A fire code modification has been submitted and approved with comments that notification will also be required.
3. Fire Sprinklers are Required in units 26, 32, 38, and 44 Only. Deferred submittal for fire sprinkler shop drawings are to be sent directly to the following address: Unified Fire Authority, 3380 South 900 West, Salt Lake City, Utah 84119. Attention: Stewart Gray. A minimum of two sets of plans, complete with manufacturer cut sheets, and hydraulic calculations. Plans must be ink signed by a NICET level III or better in Auto Sprinkler Layout. (There needs to be a hydrant with-in a 100 feet of the FDC.) FDC is required to have KNOX Locking Caps. ALL FIRE PROTECTION PLANS REQUIRE 3rd PARTY REVIEW PRIOR TO BE SUBMITTED TO THE UNIFIED FIRE AUTHORITY.
4. Fire Alarm is Required for units 26, 32, 38, and 44 Only. Deferred submittal for fire alarm shop drawings are to be sent directly to the following address: Unified Fire Authority, 3380 South 900 West, Salt Lake City, Utah 84119. Attention: Stewart Gray. A minimum of two sets of plans, complete with manufacturer cut sheets, and battery calculations. Plans must be ink signed by a

NICET level III or better in Fire Alarm Systems. ALL FIRE ALARM PLANS REQUIRE 3rd PARTY REVIEW PRIOR TO BE SUBMITTED TO THE UNIFIED FIRE AUTHORITY.

5. Fire Hydrants are required there shall be a total of 5 hydrants required spaced on average at 300ft. increments. Hydrants are to be protected with bollards if susceptible to vehicle damage. The required fire flow for this project is 3000GPM for full 3 hour duration.
6. Hydrants and Site Access. All hydrants and a form of acceptable temporary Fire Department Access to the site shall be installed and APPROVED by the Fire Department prior to the issuance of any Building Permits. If at any time during the building phase any of the hydrants or temporary Fire Department Access becomes non-compliant any and all permits could be revoked.
7. No combustible construction shall be allowed prior to hydrant installation and testing by water purveyor. All hydrants must be operational prior to any combustible elements being received or delivered on building site.
8. Knox Boxes Required. Fire Department “Knox Brand” lock box to be mounted to exterior walls, near the door serving the access to the fire sprinkler riser room. (At a height of 5 feet to the top of the box) Lock box purchase can be arranged by the General Contractor. See attached information form.
9. Visible Addressing Required. New and existing buildings shall have approved address numbers plainly legible and visible from the street fronting the property. These numbers shall contrast with their background.
10. Street Signs required and are to be posted and legible prior to building permits being issued. All lots to have lot number or address posted and legible.
11. All plans pertaining to fire protection and/or life safety are to be made available upon request at the construction site.
12. Plan approval or review shall not be construed to relieve from or lessen the responsibility of any person designing, owning, operating or controlling any building. Damages to persons or property caused by defects, fire, improper installation, or other emergency conditions that occur in or on the building property shall not hold the Unified Fire Authority as assuming any liability.

Parks and Trails Committee. In a memo dated November 6, 2013, Clark Naylor with the Parks and Trails Committee states: “Development shall accommodate future trail along creek per Parks and Trails Master Plan.” On Sheet C-02 of the civil drawings the developer shows a future 12-foot trail, but only a small portion of the trail will actually be on the subject site. The developer’s share of the cost for the trail will be worked out when the properties to the south and east develop. As part of his site plan improvements, the developer will clean up all the brush and debris on the south side of the creek.

Tree Commission. In a memo dated October 24, 2013, Laura Bakker with the Tree Commission recommends that the landscape plan be modified to break up the Spring Snow into three or more varieties, such as Chionanthus Virginicus, Amelanchier, Syringa Reticulata, or some other three of similar size, but no flowering pear.

Noticing. Public noticing for both site plan and preliminary plat have been properly issued in the manner outlined in the City and State Codes.

STAFF RECOMMENDATION

Staff recommends approval of the site plan and preliminary plat by Eric Saxey, representing Everest Builders, application 131010-13433S, subject to the following conditions:

1. That all requirements of the Draper City Engineering Department are satisfied throughout development of the site.
2. That all requirements of the Draper City Building Department are satisfied throughout development of the site.
3. That all requirements of the Unified Fire Authority are satisfied throughout development of the site.
4. That a deviation from strict compliance with the architectural standard set forth in Sub. 9-32-030(b)(3) is granted by the Planning Commission.
5. That a final plat application is submitted in accordance with section 17-4 of the Draper City Municipal Code.
6. That all buildings are constructed as shown in the exhibits attached to this staff report.
7. That all landscaping is installed in accordance with the landscape plan attached to this staff report and chapter 9-23 of the Draper City Municipal Code.
8. That approval of the site plan and plat does not constitute approval of any signage. All signage shall be required to receive separate sign permit approval.
9. That all utility and mechanical equipment shall be clustered and screened by compatible architectural materials or by appropriate vegetation, as required by 9-32-030(b)(6), and that this is field verified prior to issuance of a certificate of occupancy.
10. That, unlike the submitted architectural renderings, there is a variety of garage door colors throughout the project, as required by Sub. 9-32-030(b)(8).
11. That all geotechnical issues outlined in Alan Taylor's memo dated October 23, 2013 are addressed prior to issuance of the first building permit.
12. That grading between the subject property and adjacent property shall be sufficient to accommodate emergency vehicle access.

This recommendation is based on the following findings:

1. That the proposed site plan is for a use that is permitted within the RM2 zone.
2. That the proposed site plan meets the Draper City ordinances pertaining to site plan approval, namely those contained in Section 9-32.
3. That the proposed site plan conforms to the requirements of the General Plan.
4. That the site plan will not be detrimental to the health, safety or general welfare of those persons working or residing in the area.
5. That a deviation from strict compliance with the architectural standards of Sub. 9-32-030(b)(3) is justified because the proposed elevations uphold the existing character of the neighborhood.
6. That a landscaping plan was produced and submitted that is in compliance with section 9-23 of the Draper City Municipal Code.
7. That tandem parking is appropriate for this project and is allowed by ordinance.
8. That the proposed parking meets the requirements of the Draper City Municipal Code.
9. That pedestrian connectivity and circulation is adequately provided for with a sidewalk on only one side of the street.
10. That the proposed architecture is consistent with the existing style and character of the neighborhood, which justifies a special exception from the requirement that building materials must consist of at least 50% brick or stone.

MODEL MOTIONS

Deviation from Strict Compliance

Sample Motion to Approve Modification of the Sidewalk Standard. “I move we approve the request by Eric Saxey to modify the sidewalk standard, as explained in this staff report, based on Finding #9 stated herein.”

1. List additional findings if any.

Sample Motion to Deny Modification of the Sidewalk Standard. “I move we deny the request by Eric Saxey to modify the sidewalk standard, based on the following findings:”

1. List findings.

Sample Motion to Approve Special Exception from the Architectural Standard. “I move we approve the request by Eric Saxey to be granted a special exception from the architectural standard as explained in this staff report, based on Finding #10 stated herein.”

2. List additional findings if any.

Sample Motion to Deny Deviation from Strict Compliance with the Architectural Standard. “I move we deny the request by Eric Saxey to be granted a special exception from the architectural standard, based on the following findings:”

2. List findings.

Site Plan

Sample Motion to Approve Site Plan. “I move we approve the site plan request by Eric Saxey for a 44-unit townhome development, as outlined under application 131010-13433S, based on the findings and subject to the conditions listed in the staff report dated December 27, 2013 and as modified by the following:”

1. List any additional findings and conditions.

Sample Motion to Deny Site Plan. “I move we deny the site plan request by Eric Saxey, as outlined under application 131010-13433S, based on the following findings:”

1. List findings.

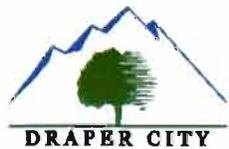
Preliminary Plat

Sample Motion to Recommend Approval of Preliminary Plat. “I move we forward a positive recommendation to the City Council regarding the Draper Creekside Townhomes plat, as requested by Eric Saxey, application 131010-13443S, based on the findings and subject to the conditions listed in the staff report dated December 27, 2013 and as modified by the following:”

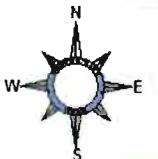
1. List any additional findings and conditions.

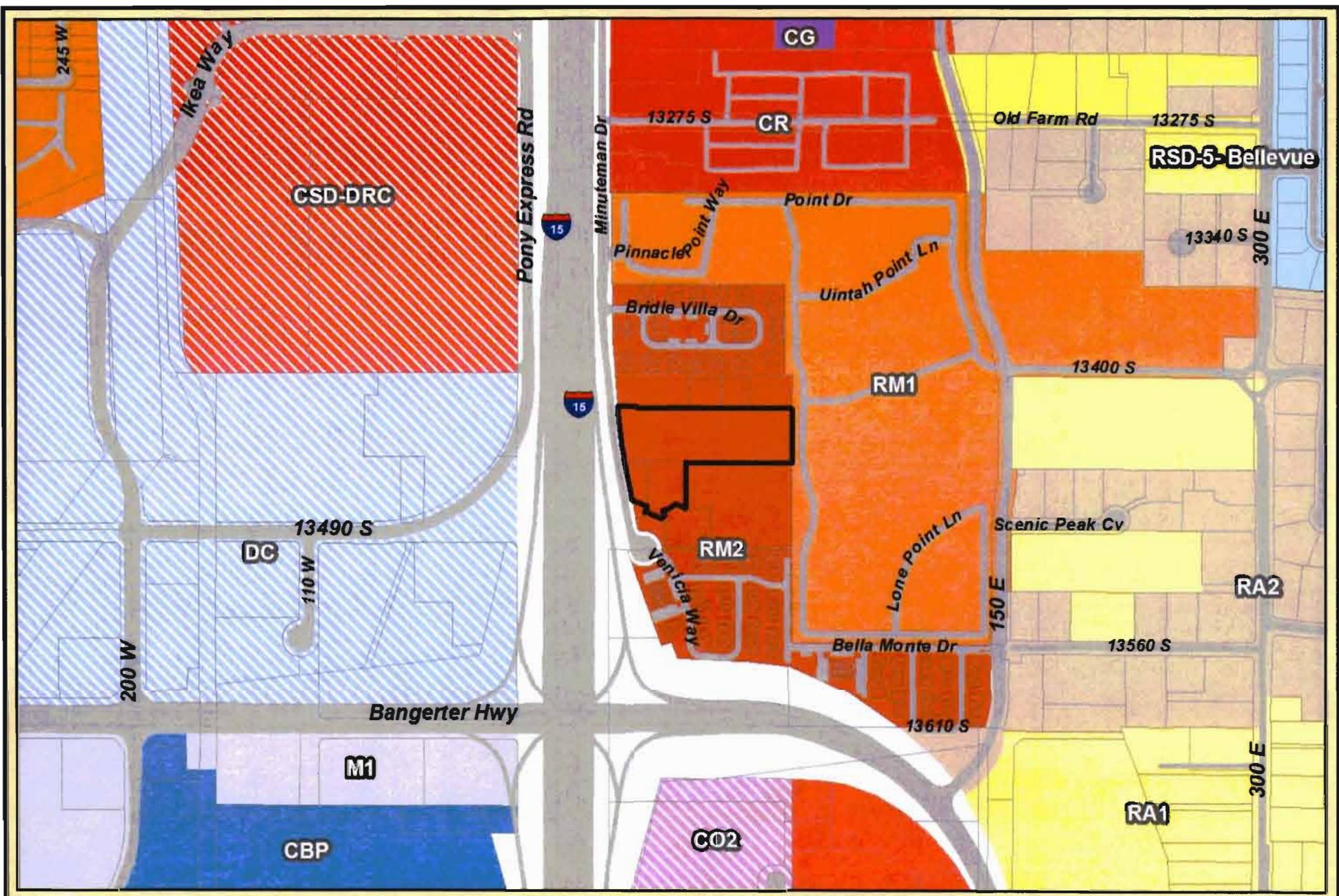
Sample Motion to Recommend Denial of Preliminary Plat. “I move we forward a negative recommendation to the City Council regarding the Draper Creekside Townhomes plat, as requested by Eric Saxey, application 131010-13443S, based on the following findings:”



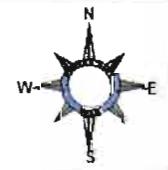


**Aerial Map for Draper Creekside Townhomes
Subdivision Plat and Site Plan**





**Zoning Map for Draper Creekside Townhomes
Subdivision Plat and Site Plan**



MINUTES OF THE DRAPER CITY PLANNING COMMISSION MEETING HELD ON THURSDAY, JANUARY 9, 2014 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 Jeff Head, Leslie Johnson, Kent Player and Marsha Vawdrey.

ABSENT: Commissioner Andrew Adams, Alternate Members Traci Gundersen, and Craig Hawker.

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

ALSO PRESENT: Roll on File

Study Meeting:

6:11:09 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 6:38:39 PM.

6:39:37 PM

1.0 **Public Hearing: On the request of Eric Saxey of Everest Builders for approval of a Site Plan and Preliminary Plat for a 44-unit townhome development on 3.9 acres in the RM2 (Residential Multi-Family) zone located at 13433 S. Minuteman Drive. This application is otherwise known as the Draper Creekside Townhomes Site Plan and Preliminary Plat Request, Application #131010-13433S.**

1.1 **Staff Report:** Using the aid of a PowerPoint presentation and his staff report dated November 22, 2013, Planner Dennis Workman reviewed the details of the proposed application. He explained the application is a request for site plan and preliminary plat approval on 3.9 acres located near the south terminus of Minuteman Dr. He noted the property is zoned RM2, which allows a density of up to 12 units per acre; the applicant is requesting site plan approval for a 44-unit townhome development, yielding 11.28 units per acre. He explained 44 units requires 11 visitor parking stalls and the applicant has met that requirement. He explained there is also a

requirement for two parking stalls per each residential unit and that requirement has also been met. He stated all other design guidelines have been met, but he has recommended one condition of approval that the garage doors be of varying colors; the applicant has not specified which colors he will use, but he has done something similar on other projects and they look very nice. He then provided a brief explanation of the requests to deviate from strict compliance for sidewalks and the architecture of the project. He stated staff feels both requests can be approved based on the conditions listed in the staff report; staff feels the project is consistent with the other uses in the neighborhood. He concluded staff recommends the Planning Commission forward a positive recommendation to the City Council regarding the preliminary plat.

6:47:26 PM

1.2 Applicant Presentation: Eric Saxey stated he has nothing to add to Mr. Workman's presentation regarding his project; this is his first project in Draper and it has been a good experience thus far.

6:47:56 PM

1.3 Commissioner Player asked Mr. Saxey to comment regarding the request for the deviation regarding sidewalks. Mr. Saxey stated there is a space issue at the site; he has increased the depth of his driveways to 20 feet rather than 16 feet. He stated this change was made to allow for tandem parking on the site. He stated a precedent has been set relative to providing sidewalks on only one side of the street; Draper Hillside has the same layout that he is proposing and he has conferred with staff regarding the sidewalks before making this final proposal.

6:48:58 PM

1.4 Chairperson Gilliland opened the public hearing.

6:49:04 PM

1.5 Ryan Button stated he owns the adjoining 2.5 acres of property and he is supportive of Mr. Saxey's project; he believes it will be a high quality project that will add a lot of value to the area. He added Mr. Workman has been great to work with and he has been very thorough. He stated he has been trying to work through access issues with Mr. Saxey as this is the last undeveloped corner of property in the City.

6:50:34 PM

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

6:50:46 PM

1.7 Commissioner Player asked for information regarding the colors of the garage doors in the project. Mr. Saxey reviewed the renderings of the project and stated there will be four different colors used in the buildings in the project and the garage door colors will coordinate with the building colors.

6:52:18 PM

1.8 **Motion – Deviation from Strict Compliance for Sidewalk Standards:**

Commissioner Head moved to approve the request by Eric Saxey to modify the sidewalk standard, as explained in this staff report, based on Finding #9 stated herein. Commissioner Player seconded the motion.

Conditions:

1. That all requirements of the Draper City Engineering Department are satisfied throughout development of the site.
2. That all requirements of the Draper City Building Department are satisfied throughout development of the site.
3. That all requirements of the Unified Fire Authority are satisfied throughout development of the site.
4. That a deviation from strict compliance with the architectural standard set forth in Sub. 9-32-030(b)(3) is granted by the Planning Commission.
5. That a final plat application is submitted in accordance with section 17-4 of the Draper City Municipal Code.
6. That all buildings are constructed as shown in the exhibits attached to this staff report.
7. That all landscaping is installed in accordance with the landscape plan attached to this staff report and chapter 9-23 of the Draper City Municipal Code.
8. That approval of the site plan and plat does not constitute approval of any signage. All signage shall be required to receive separate sign permit approval.
9. That all utility and mechanical equipment shall be clustered and screened by compatible architectural materials or by appropriate vegetation, as required by 9-32-030(b)(6), and that this is field verified prior to issuance of a certificate of occupancy.
10. That, unlike the submitted architectural renderings, there is a variety of garage door colors throughout the project, as required by Sub. 9-32-030(b)(8).
11. That all geotechnical issues outlined in Alan Taylor's memo dated October 23, 2013 are addressed prior to issuance of the first building permit.
12. That grading between the subject property and adjacent property shall be sufficient to accommodate emergency vehicle access.

Findings:

1. That the proposed site plan is for a use that is permitted within the RM2 zone.
2. That the proposed site plan meets the Draper City ordinances pertaining to site plan approval, namely those contained in Section 9-32.
3. That the proposed site plan conforms to the requirements of the General Plan.

Findings Continued:

4. That the site plan will not be detrimental to the health, safety or general welfare of those persons working or residing in the area.
5. That a deviation from strict compliance with the architectural standards of Sub. 9-32-030(b)(3) is justified because the proposed elevations uphold the existing character of the neighborhood.
6. That a landscaping plan was produced and submitted that is in compliance with section 9-23 of the Draper City Municipal Code.
7. That tandem parking is appropriate for this project and is allowed by ordinance.
8. That the proposed parking meets the requirements of the Draper City Municipal Code.
9. That pedestrian connectivity and circulation is adequately provided for with a sidewalk on only one side of the street.
10. That the proposed architecture is consistent with the existing style and character of the neighborhood, which justifies a special exception from the requirement that building materials must consist of at least 50% brick or stone.

6:52:49 PM

- 1.9 Commissioner Head stated that it appears that the sidewalks will be sufficient to accommodate the pedestrian traffic in the development. Chairperson Gilliland agreed.

6:53:07 PM

- 1.10 **Vote:** A roll call vote was taken with Commissioners Head, Player, Vawdrey, and Johnson, Vawdrey, and Head voting in favor of approving the request for deviation from strict compliance for sidewalks.

6:53:19 PM

- 1.11 **Motion – Special Exception from Architectural Standard:** Commissioner Player made a motion to approve the request by Eric Saxey to be granted a special exception from the architectural standard as explained in this staff report, based on Finding #10 stated herein. Commissioner Vawdrey seconded the motion.

6:54:02 PM

- 1.12 **Vote:** A roll call vote was taken with Commissioners Player, Vawdrey, Johnson, and Head voting in favor of approving the special exception from architectural standards.

6:54:13 PM

- 1.13 **Motion – Site Plan:** Commissioner Vawdrey made a motion to approve the site plan request by Eric Saxey for a 44-unit townhome development, as outlined under application 131010-13433S, based on the findings and subject to the conditions listed in the staff report dated December 27, 2013. Commissioner Johnson seconded the motion.

6:54:43 PM

- 1.14 **Vote:** A roll call vote was taken with Commissioners Player, Johnson, Vawdrey, and Head voting in favor of approving the site plan.

6:54:52 PM

- 1.15 **Motion – Preliminary Plat:** Commissioner Johnson made a motion to forward a positive recommendation to the City Council regarding the Draper Creekside Townhomes plat, as requested by Eric Saxey, application 131010-13443S, based on the findings and subject to the conditions listed in the staff report dated December 27, 2013. Commissioner Head seconded the motion.

6:55:19 PM

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

6:55:51 PM

- 2.0 **Public Hearing: On the request of Dan Vanzeben for approval of a Commercial Site Plan and Conditional Use Permit (CUP) to operate a hotel in the CR (Regional Commercial) zone and allow for additional height on 2.58 acres at 12093 S. State Street. This application is otherwise known as the Homewood Suites Commercial Site Plan and Conditional Use Permit Plan, Application #130729-12093S.**

6:56:18 PM

- 2.1 **Staff Report:** Using the aid of a PowerPoint presentation and his staff report dated December 31, 2013, Senior Planner Dan Boles reviewed the details of the proposed application. He explained this is an application for a commercial site plan and conditional use permit (CUP) for approximately 2.58 acres located on the east side of State Street at approximately 12093 South. He stated the CUP covers two aspects of the application: first is for the proposed land use in the CR zone as a hotel is listed is a conditional use. He noted the second aspect of the CUP is relative to the proposed height of the building. He reviewed an aerial photograph to orient the Planning Commission to the location of the subject property and he identified some adjoining land uses and landmarks. He stated the property will be accessed from State Street and there will also be two points of access on the east side of the property; all access points meet the Fire Department requirements. He noted the applicant has requested a deviation for landscaping and reviewed the areas on the site where the landscaping buffer would be shorter than the required ten feet. He stated staff is supportive of the requested deviation due to the configuration of the lot; it is long and narrow and the building has been configured in a way that it fits appropriately on the subject property. He then stated that at the highest point of the building it is 56 feet tall; the highest building height allowed in the CR zone is 45 feet, but the Planning Commission is authorized to grant a greater

Return to Agenda

ITEM #10

REQUEST FOR COUNCIL ACTION

To:	Mayor & City Council
From:	Bob Wylie, Finance Director
Date:	February 18, 2014
Subject:	3rd Quarter Budget Amendment for FY 2013-2014
Applicant Presentation:	None
Staff Presentation:	Bob Wylie, Finance Director

RECOMMENDATION:

Approve Resolution 13-53 amending the budget for fiscal year ending June 30, 2014 as proposed.

BACKGROUND AND FINDINGS:

See attached staff report.

PREVIOUS LEGISLATIVE ACTION:

Resolution 13-39 adopting Draper City budget for fiscal year ending June 30, 2014.
Resolution 13-50 1st quarter budget amendments for fiscal year ending June 30, 2014.
Resolution 13-53 2nd quarter budget amendments for fiscal year ending June 30, 2014

FISCAL IMPACT: Finance Review:

BW

- See attached staff report

SUPPORTING DOCUMENTS:

- Resolution 13-53
- Staff report with supporting documentation

RESOLUTION NO. 14-16

A RESOLUTION AMENDING THE ADOPTED BUDGET OF DRAPER CITY FOR FISCAL YEAR 2013-2014.

WHEREAS, the City Council of Draper City has adopted Resolution No. 13-39 which adopted the final budget for the fiscal year beginning July 1, 2013 and ending June 30, 2014, in accordance with the requirements of the Utah Code Annotated; and

WHEREAS, the City Council of Draper City wishes to amend the fiscal year 2013-2014 budget; and

WHEREAS, a public hearing to consider the appropriations has been noticed and held and all interested persons were heard, for or against the appropriations; and

WHEREAS, the City Council of Draper City hereby finds this action in the best interest of the public's health, safety and general welfare.

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

Section 1. Purpose. The purpose of this Resolution is to amend the budget of Draper City, as approved and finalized by Draper City Resolution No. 13-39.

Section 2. Adoption of Amendments. The budget amendments attached hereto and made a part of this Resolution shall be, and the same hereby are adopted and incorporated into the budget of Draper City, Utah for the fiscal year beginning July 1, 2013 and ending June 30, 2014, in accordance with the requirements of the Utah Code Annotated.

Section 3. Filing of copies of the Budget Amendments. The Budget Officer is authorized and directed to certify and file a copy of said budget amendments in the office of the City Recorder which amendments shall be available for public inspection.

Section 4. Severability. If any section, part, or provision of this Resolution is held invalid, or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts, and provisions of this Resolution shall be severable.

Section 5. Effective Date. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, ON THIS 18th DAY OF FEBRUARY, 2014.

DRAPER CITY

ATTEST:

City Recorder

Mayor

FY 2013-2014 3rd QUARTER BUDGET AMENDMENT, FEBRUARY 18, 2014

GENERAL FUND

Item	Department	Description	Amount	Revenue Source	Revenue Account	Expense Account	
FY2014-019	Public Works - Fleet	Purchase of replacement vehicle Replacement for damaged police vehicle	\$34,388.66	insurance proceeds	11-37-1013	11-85-7005	Bob
		Insurance proceeds from the City's insurance carrier - URMMA will be used for purchase minus deductible.					
FY2014-020	Recorder / Facilities	Transfer money to remodel passport office City staff is relocating the passport functions to a new location within the Finance Department. The new location will better facilitate the processing of the passports	\$10,000.00	Recorders operational	11-47-2404	11-52-2120	David
FY2014-021	Historic Preservation	Grant award from the National Trust Preservation Fund Draper City Historic Preservation Commission has been awarded a grant to study conditions & re-use of Draper Park school. The City's matching obligation of \$5,000 would be used from the annual budget of \$10,000 for the Preservation Commission.	\$5,000.00	Grant revenue	11-33-4401	11-95-3003	David
FY2014-022	Information Technology	CompuNet Services Draper City uses VMware software for data storage and backup which is hosted on the city's server. The current version was a standard version. This is a new license for VMware software for the Enterprise version. The Enterprise version will better prepare the city for disaster recovery and storage efficiency.	\$13,999.92	Operational	11-46-2502	11-53-2301	Bob
FY2014-023	Public Works - Storm Sewer	Storm Drain runoff Matress Firm development was in need of outfall location to release storm drain runoff in the October 15, 2013 Council meeting. The monies have been received for \$8,650.	\$8,650.00	Sundry revenue	52-30-0003	92-53-0992	Bob
FY2014-024	Police	Wal-Mart Foundation Fund Grant from Wal-Mart Foundation to be used for crime prevention/safety programs.	\$1,000.00 \$1,000.00	Grant Revenue	11-33-4001	11-60-3301	Bob
FY2014-025	Police	Knights of Columbus Draper City Police Department received a donation from the Knights of Columbus on February 11, 2014. The money will be used for Crime Victims Services (domestic violence emergency funds).	\$1,500.00	Donation	11-37-1008	11-60-2128	Bob
FY2014-026	Public Works - Parks	Steep Mountain Park Improvements Increase Appropriation in Fund Balance Draper City has declared certain parcels known as the Steep Mountain Park as surplus property. A portion of the sale will be used for park improvements (parking lot, field leveling). The remaining amount will be transferred into General Fund Balance.	\$150,000.00 \$831,407.00 \$981,407.00	GF Sale of property	11-37-1007	41-54-0341 11-99-9900	David
FY2014-027	Public Works - Streets	American Preparatory Reimbursement Street Improvements Draper City entered into an agreement (Agreement 14-06) on January 21, 2014 for road expansion on 11950 South. This agreement is between Draper City and GOED Draper City will be reimbursed \$1,377,720 for the project which includes widening the existing 11950 South, extending 11950 South, American Preparatory Academy reimbursement and traffic light.	\$250,000.00 \$1,127,720.00 \$1,377,720.00	GF GF State Transportation	41-30-3407	41-53-2240	David

FY 2013-2014 3rd QUARTER BUDGET AMENDMENT, FEBRUARY 18, 2014

FY2014-028	Finance / Community Development	Enterprise-wide software system						David / Bob
		General Fund portion	\$452,071.46	GF - Fund Balance	11-39-9900	41-54-0310		
		Water Fund	\$42,276.18	Water Fund Balance	51-39-9900	51-54-0310		
		Storm Sewer Fund	\$42,276.18	Storm Sewer FB	52-39-9900	52-54-0310		
		Solid Waste Fund	\$42,276.18	Solid Waste FB	53-39-9900	53-54-0310		
			<u>\$578,900.00</u>					

In May 2013 the staff issued an RFP for new software for Community Development for replacement of business licenses and permitting. Further analysis of city software indicated that other city software packages (finance, human resources, scanning) were outdated and undersized. Tyler Technology was selected for both their Tyler-Incode and Tyler-EnerGov products to be used for replacing current software systems in the city. This software would move the city onto an "enterprise wide" platform which would allow for a more uniformed workflow between departments.

FY2014-029	Police	\$86,439.60	Reimbursement	11-37-1008	11-60-1001	David
	Allocate revenue received in settlement.					

FY2014-030	Recreation	\$4,500.00	GF - Fund Balance	11-39-9900	11-83-2120	Rhett
	The Recreation Department is looking to purchase and install a storage shed at the Day Barn. This shed would be used for storage of table and chairs that are used for functions at the Day Barn. Attached are documents for the location and design of the shed. Also attached is an example of the look/theme for the shed design.					

FY2014-031	Public Works - Streets	OPTION A	OPTION A	OPTION B		Glade
		Minuteman Widening	\$150,000.00	\$150,000	General Fund - Fund Balance	
		14600 South Artwork	\$60,000.00	\$20,000	General Fund - Fund Balance	
		14600 South Landscaping	\$150,000.00	\$6,500	General Fund - Fund Balance	
		Waterline I-15 Crossing	\$250,000.00	\$135,000	Water Fund - Fund Balance	
		Highland Drive Widening	\$300,000.00	\$0	Transportation Impact Fees	
	<u>\$910,000.00</u>	<u>\$311,500</u>				

This budget request amendment is for the UDOT I-15 widening betterments. There are two options for each betterment being presented to Council. Attached are the documents for the options.

FY2014-032	Staffing Chart					David / Bob
	See attached updated Staffing Chart updated February 18, 2014					

Preservation Initiatives Grant, 2-11-2014
National Register Draper Park School condition & re-use study

In October of 2013, following the direction of then-mayor Darrell Smith, our commission applied for this competitive grant from the National Trust for Historic Preservation. In late December we learned Draper City had been awarded the maximum amount possible – \$5000 to be matched with an additional \$5000 in local funds – enabling a total project cost of \$10,000.

The National Trust has long been supportive of efforts to preserve the Park School but does not offer grants for rehabilitation work – limiting financial help to pre-development activities. Our Commission decided to put forward a proposal that would result in a tangible and useful product, a study, that has the potential to leverage this seed money into a significant investment by the private sector in the Historic Park School and in Draper's Town Center TOD area.

The scope of work for this study would include a professionally produced, current condition report, updated seismic and structural evaluation, a possible preservation plan, site massing options, current cost estimates, renderings and recommended uses for the school. A study of this scope would usually cost much more than \$10,000 but we believe the utilization of previously generated studies and plans for the Park School plus some in-kind contributions will reduce costs.

Condition and re-use studies are effective tools for municipalities as they seek to determine the best uses for historic properties and in marketing efforts. A similar study was recently commissioned by Salt Lake City for the former Salt Lake Public Safety building and has already generated interest from potential developers. The SLC Council is working toward the release of this study and an RFP seeking rehabilitation proposals that meet the objectives and goals set by the Council.

If the Park School is determined to be a viable candidate for rehabilitation, our elected officials can, likewise, dictate the potential uses and development strategies they feel will best serve Draper and revitalize our Historic Town Center.

We appreciate your support in our past preservation efforts and ask the same now. Our commission is prepared to offer advice and assistance from the wealth of resources available to us – including tours of similar projects, guidance from State and National partners, information on financial incentives and first-hand accounts from corporate leaders who strengthen their bottom line and that of their communities by rehabilitating historic buildings like the Park School.

Sincerely,

The Draper Historic Preservation Commission
Frank Lewis, Chair

REQUEST FOR COUNCIL ACTION

To:	Mayor Smith & City Council
From:	Todd Hammond
Date:	October 15, 2013
Subject:	Assessment in lieu of Public Improvements – Mattress Firm Development
Committee Presentation:	
Staff Presentation:	
RECOMMENDATION:	
Recommend authorizing the Mayor to sign the Assessment-In-Lieu Agreement with Madison Draper LLC for the Mattress Firm Development	
BACKGROUND AND FINDINGS:	
The Mattress Firm development is in need of an outfall location to release storm drain runoff from the site. The best location to release storm water is the new storm drain system constructed by the City as part of the 13490 South/Vista Station Roadway Project. However, in order to make the connection feasible, it is necessary for the City to have its contractor extend the system eastward to the 200 West/13490 South intersection. Because City ordinances require that the Developer is responsible to provide off-site drainage improvements pertinent to the development, this Agreement has been proposed wherein the Developer agrees to pay the City \$8,650 in lieu of constructing the necessary storm drain extension.	
PREVIOUS LEGISLATIVE ACTION:	
N/A	
FISCAL IMPACT: Finance Review: <u>BW</u>	
Draper City cost estimate for improvements are \$8,650.00. This will be the required payment from the Henries. Funds should be deposited to GL # 92-53-0992	
SUPPORTING DOCUMENTS:	
<ul style="list-style-type: none"> Assessment-In-Lieu Agreement 	

DRAPER CITY POLICE DEPARTMENT

Bryan Roberts
Chief of Police



MEMORANDUM

TO: Bob Wylie
Jared Zacharias

FROM: Marge Koch

DATE: December 13, 2013

SUBJECT: Police Grant Award

Attached is a grant award check #2817796 from Wal-Mart Foundation in the amount of \$1,000.00 to be used for crime prevention/safety programs.

Please deposit this check into the Public Safety Grants 11-33-4001, and include it in the next budget amendment. Expenditures will be charged to GL# 14-41-4208 unless you indicate differently.

Thank you.

Marge Koch, Executive Assistant
Draper City Police Department

xc: Chief B. Roberts

Attachment - copy/ck to Jared

Marge Koch

From: do-not-reply@cybergrants.com
Sent: Saturday, November 23, 2013 10:28 AM
To: Marge Koch
Subject: Walmart Foundation Request ID 11656025

Dear Marge Koch,

The Walmart Foundation and Facility # 5110 are pleased to inform you that your organization has been selected to receive a grant through the Local Facility Giving Program in the amount of \$1,000.00. We believe that your organization is doing important work to the communities you serve, and we are proud that we are able to support you in your efforts.

Your grant payment will be awarded to you by check, and it will be sent to the address listed in your grant application. Your grant check will be issued within the next few weeks and mailed to your organization as quickly as possible.

Thank you for the work your organization does to create opportunities so people can live better.

Sincerely,

The Walmart Foundation

CG/JMAIL/36701111



SURPLUS PROPERTY

ABANDON DETENTION BASIN
PUMP & REGRASS
GRASS & IRRIGATION
(BY STRIP)

ENHANCE GRASS PUMP
FILL IN DITCH
GRASS & IRRIGATION
\$20,000

EXISTING LOT W/ BUSHES
STEEL MOUNTAIN DRIVE

PARKWAY WAY

HAWTHORNE DRIVE



2/12/14

STEEP MOUNTAIN PARK
PROPOSED IMPROVEMENTS



Budget Amendment FY2014-027

Contract # 15-01



STATE OF UTAH CONTRACT

1. CONTRACTING PARTIES: This contract is between the following agency of the State of Utah: Department Name: Governor's Office of Economic Development Agency Code: 060 Division Name: GOED, referred to as (STATE), and the following CONTRACTOR:

Draper City
Name
1020 East Pioneer Road
Address
Draper UT 84020
City State Zip

LEGAL STATUS OF CONTRACTOR
 Sole Proprietor
 Non-Profit Corporation
 For-Profit Corporation
 Partnership
 Government Agency

Contact Person David Dobbins Phone # (801)-576-6513 Email: david.dobbins@draper.ut.us
Vendor # _____ Commodity Code # _____

- 2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide: road expansion
- 3. PROCUREMENT: This contract is entered into as a result of the procurement process on RX#, _____, FY _____ Bid# _____ or a pre-approved sole source authorization (from the Division of Purchasing) # SS _____.
- 4. CONTRACT PERIOD: Effective Date 7/1/13 Termination Date 6/30/14 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any) _____ All payments under this contract will be completed within 90 days after the Termination Date.
- 5. CONTRACT COSTS. CONTRACTOR will be paid a maximum of \$ 1,377,720 for costs authorized by this contract. Additional information regarding costs: See Attachments A-D
- 6. ATTACHMENT A: Interlocal Agreement Terms and Conditions
ATTACHMENT B: Project Expenditure Report
ATTACHMENT C: HB 377 Transportation Funding Modifications
ATTACHMENT D: Division of Purchasing's Standard Terms and Conditions
Any conflicts between Attachment D and other Attachments will be resolved in favor of Attachment D.
- 7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED.
a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract
b. Utah State Procurement Code, Procurement Rules, and CONTRACTOR'S response to Bid # _____ dated _____

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed
CONTRACTOR STATE

Contractor's signature _____ Date _____ Agency's signature _____ Date _____
Type or Print Name and Title _____ Director, Division of Purchasing _____ Date _____
Director, Division of Finance _____ Date _____

Jeffrey Van Hulten 801-538-8694 801-538-8888 jeffrevan@utah.gov
Agency Contact Person Telephone Number Fax Number Email

(Revision 3/1709)

ATTACHMENT A

AGREEMENT BETWEEN THE STATE OF UTAH

And

THE MUNICIPALITY OF DRAPER CITY

This Interlocal Cooperation Agreement ("Agreement") is made and entered into _____ by and between the municipality Draper City (the "City"), and the State of Utah, acting through the Governor's Office of Economic Development (hereinafter referred to as the "State"). The City and the State may from time to time hereinafter be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

This Agreement was entered into pursuant to the passing of HB377, *Transportation Funding Modifications (Dec. B)*, during the 2013 General Legislative Session. Pursuant to the passage of HB 377, line 188, the State, via the enactment of Utah Code §63B-18-401(3)(b)(xiv), has been appropriated \$4,500,000 to the Governor's Office of Economic Development for transportation infrastructure acquisitions and improvements that have a significant economic development impact within the state. The passage of the legislation mentioned above and the Parties' mutual understanding of the intent of the legislature allows an allocation of money from this appropriated amount to be used. More specifically, the State will allocate to Draper City one million three hundred and seventy seven thousand seven hundred and twenty dollars (\$1,377,720) as reimbursement to City for funds used for: widening the existing 11950 South Street (public section), extending 11950 South Street to the west, American Preparatory Academy reimbursement, and expenses for a traffic light. The one million three hundred and seventy seven thousand seven hundred and twenty dollars (\$1,377,720) allocated to the City in this agreement reflects the Parties' agreed upon reimbursement for the above mentioned projects and the Parties understanding of the legislative intent for said reimbursement.

AGREEMENT

The City and State agree as follows:

- 1. TERM.** The Agreement shall be effective July 1, 2013 and expire on June 30, 2014, unless extended for additional years as agreed to by both parties within sixty (60) days of the expiration of the term.
- 2. PAYMENT.** The State shall allocate to City one million three hundred and seventy seven thousand seven hundred and twenty dollars (\$1,377,720) as reimbursement to City for funds used for: widening the existing 11950 South Street (public section), extending 11950 South Street to the west, American Preparatory Academy reimbursement, and expenses for a traffic light. This is done pursuant to both Parties' understanding of the legislative intent of HB 377, lines 188-190, enacting §63B-18-401(3)(b)(xiv), with City being the intended recipient; and because this project is a transportation infrastructure acquisition and improvement that has a significant economic development impact within the state.
- 3. DOCUMENTATION.** City must provide State with invoices, including proof of payment, for all expenditures highlighted in Attachment B as backup documentation and evidence that expenditures were within the parameters set forth by HB 377, lines 188-190 (transportation infrastructure acquisitions and improvements that have a significant economic development impact within the state). All invoices and expenditures being submitted for reimbursement must occur after the effective date of this contract; City cannot receive reimbursement for any invoiced expenditures preceding the commencement of this contract, July 1, 2013.

4. **DEFAULT.** If said expenditures are found to not meet the parameters set forth by HB 377, lines 188-190, State shall be reinstated by City the amount of funds allocated to the unqualified expenditures. City may receive the reinstated funds once City has utilized its resources for qualified expenditures fitting within the parameters of HB 377, lines 188-190.
5. **SCOPE OF WORK.** The funds shall be reimbursed to the City for: widening the existing 11950 South Street (public section), extending 11950 South Street to the west, American Preparatory Academy reimbursement, and expenses for a traffic light. The funds are to be used for reimbursement for expenses as outlined in Attachment B and within the parameters of HB 377, lines 188-190.
6. **ADMINISTRATION AND OVERSIGHT.** GOED will provide administrative oversight of the construction and progress and maintain decision authority and act as the fiscal agent.
7. **CONTACT PERSONS.** Christopher M. Conabee of GOED's Office of Economic Development (conabee@utah.gov or 801.538.8850) will be the contact person to consult with the contractor on a regular basis. David Dobbins (david.dobbins@draper.ut.us or 801.576.6513) from the City of Draper will be the contact person to consult with the state on a regular basis.

ATTACHMENT B: CITY OF DRAPER EXPENDITURE OUTLINE

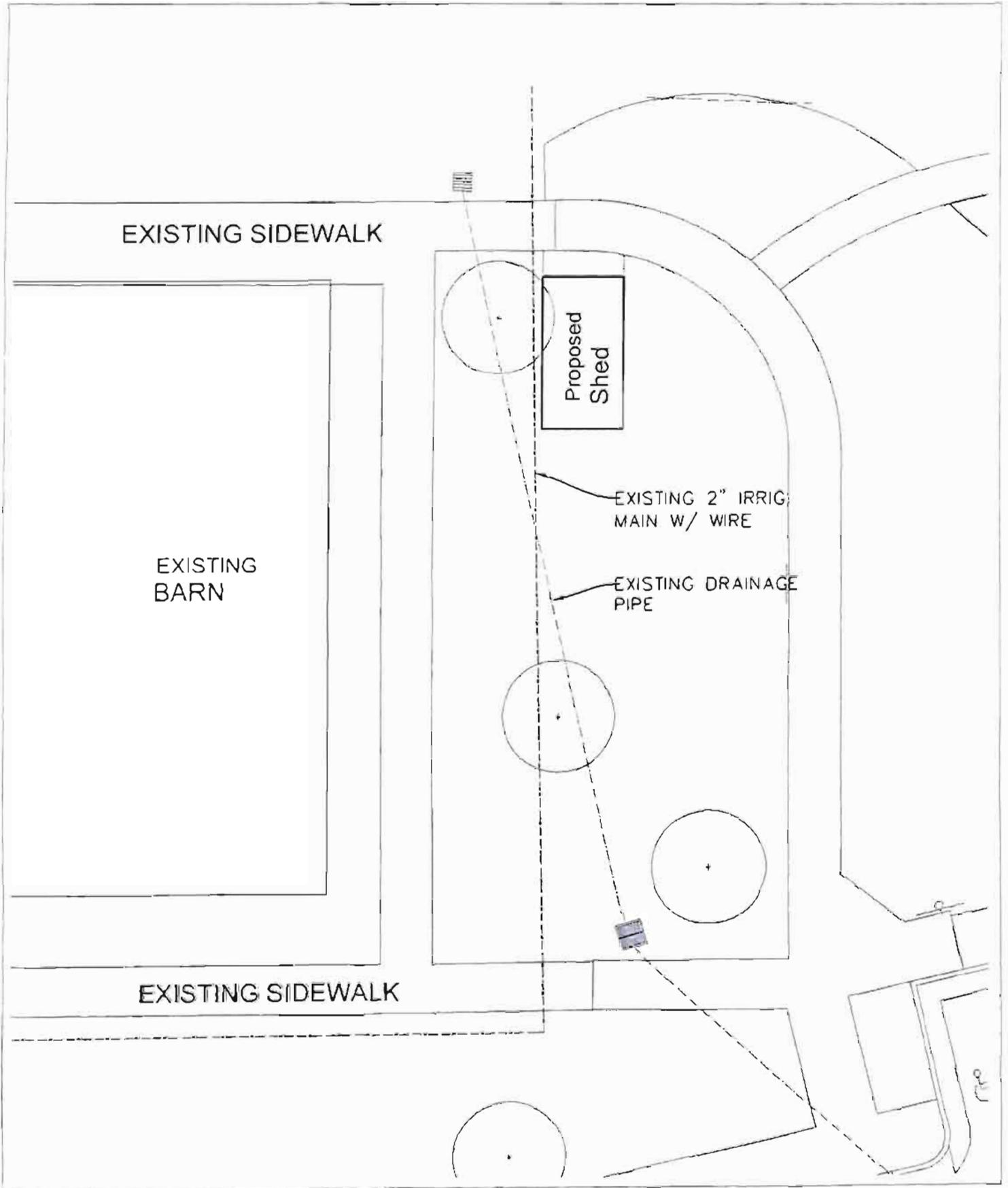
Priority #1 - Widen and Extend 11950 South Street			
Estimated Start 4/2013 Finish 8/2013			
Widen Existing 11950 South (public section)			\$240,000.00
Extend 11950 South to West	1,070 lf	\$596.00	\$637,720.00
APA Reimbursement			\$250,000.00
Relocate Ebay Driveway			\$200,000.00
Traffic Light			<u>\$250,000.00</u>
			\$1,577,720.00
Priority #2 - Connect 12200 South Street to 12300 South Street			
Estimated Start TBD			
Road Connection from 12200 S. to 12300 S.	1,200 lf	\$596.00	\$715,200.00
Traffic Light			<u>\$250,000.00</u>
			\$965,200.00
Priority #3 - Construct 12200 South Street			
Estimated Start 2/2014 Finish 6/2014			
Build 12200 S. and Realign East of Lone Peak	1,200 lf	\$596.00	\$715,200.00
			\$715,200.00
Priority #4 Connect 12200 South Street to 11950 South Street			
Estimated Start 2/2014 Finish 6/2014			
Road Connection from 12200 S. to 11950 S.	2,400 lf	\$596.00	<u>\$1,430,400.00</u>
			\$1,430,400.00
Contingency			
Contingency			<u>\$311,400.00</u>
			\$311,400.00
		Subtotal	\$5,000,000.00
Traffic Lights by Draper City	-2 ea	\$250,000.00	<u>-\$500,000.00</u>
		Grand Total	\$4,500,000.00

HIGHLIGHTED BUDGET ITEMS:

To widen and extend 11950 South Street from 4/20/13 to 8/20/13	\$240,000.00
Extend 11950 South to West	\$637,720.00
American Preparatory Academy Reimbursement	\$200,000.00
Traffic Light	<u>\$250,000.00</u>

TOTAL \$1,377,720.00

PIONEER SQUARE PROPOSED SHED LOCATION

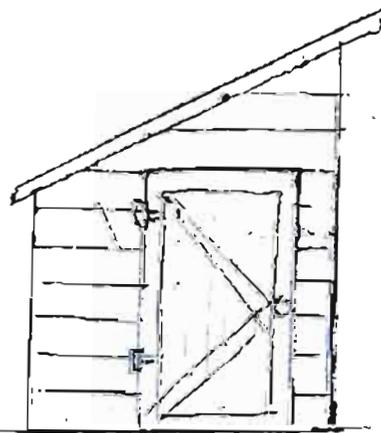
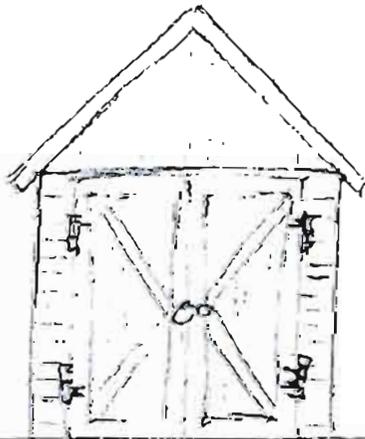
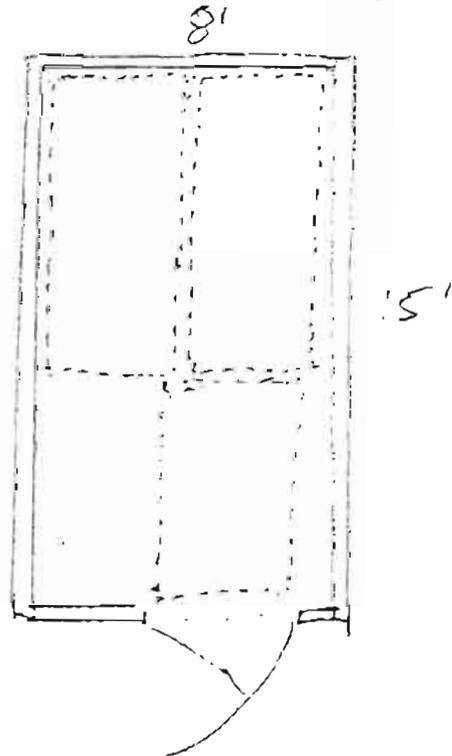
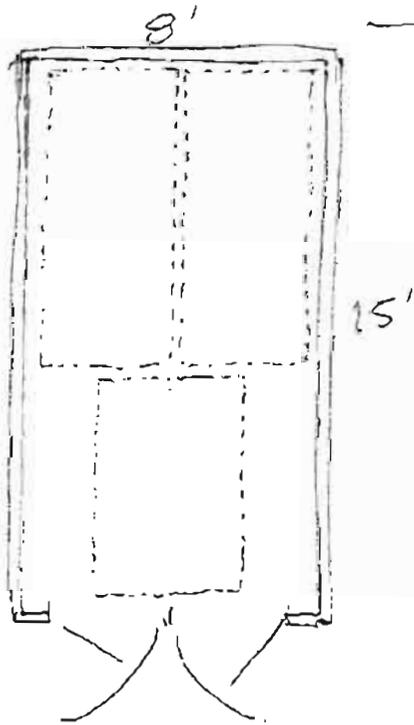
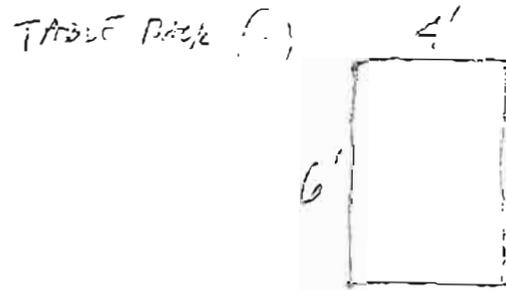
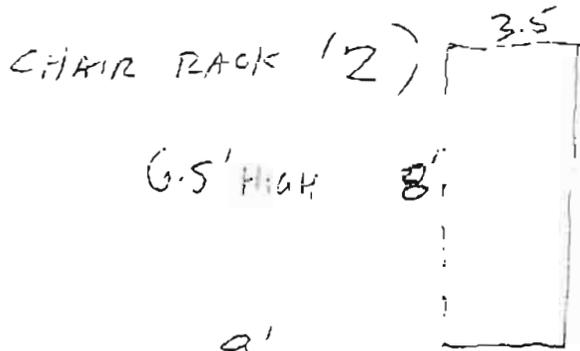


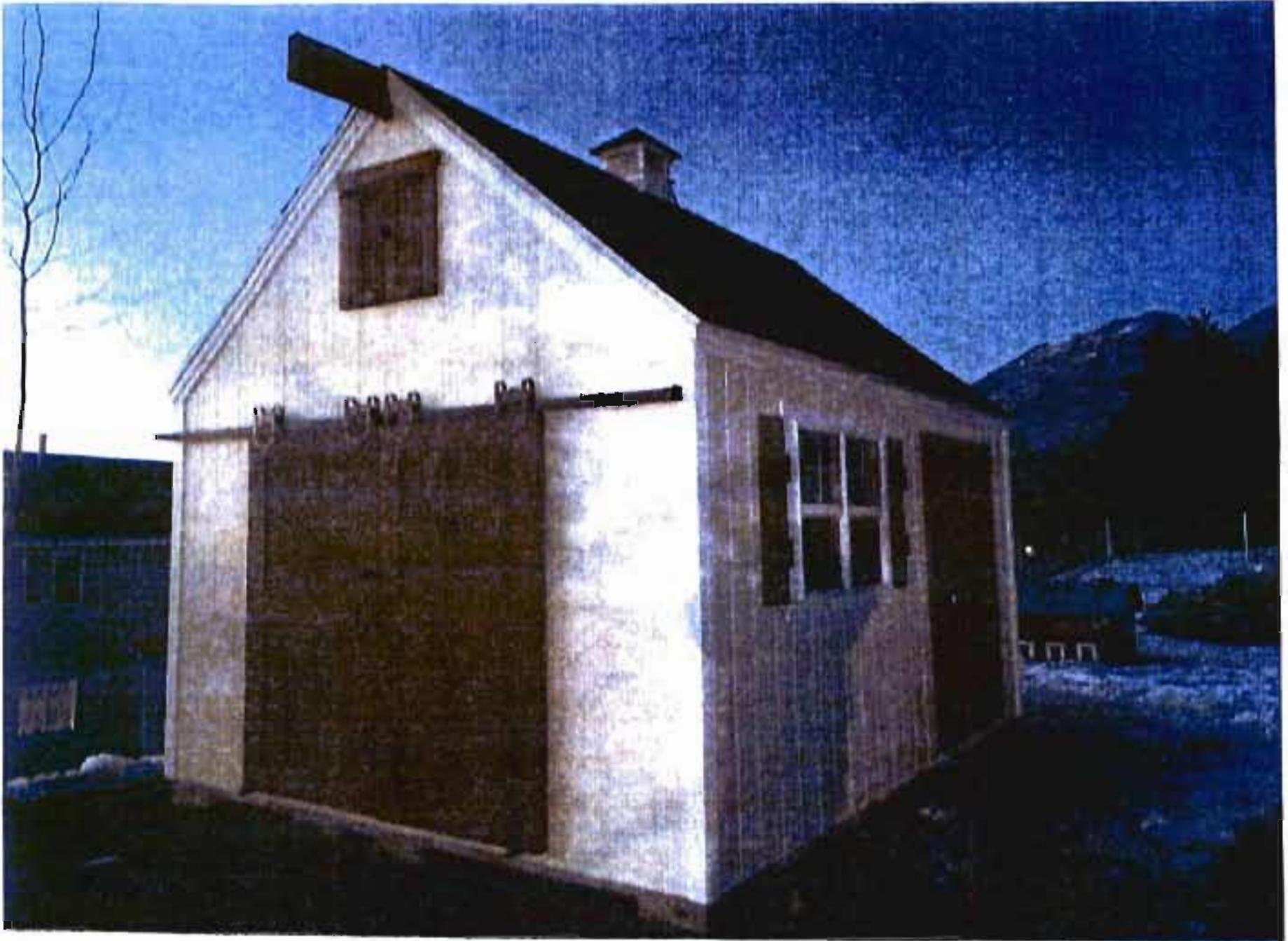


Draper City Engineering
1020 East Pioneer Road
Draper, UT 84020
Phone: (801) 576-6536
Fax: (801) 576-6388

Project:
Location:
Date:
Attendance:

PIONEER SQ. SHED





NEX

Betterment Name (in decending order of priority)	OPTION A Cost Estimate to Complete	OPTION B Cost Estimate Required Up Front	Description
Minuteman Widening	\$ 150,000.00	\$ 150,000.00	Widening provides five feet of additional asphalt on each side of Minuteman for a bike lane.
14600 South Artwork ⁽¹⁾	\$ 60,000.00		Option A = Artwork for 14600 South interchange structure based on 12300 South interchange artwork, i.e. similar in size and count.
		\$ 20,000.00	Option B = Wall reinforcement and reserved space for future artwork.
14600 South Landscaping ⁽²⁾	\$ 150,000.00		Option A = Landscaping is for three sides and could be upgraded at a future time. Coordination with Bluffdale required.
		\$ 6,500.00	Option B = Irrigation sleeves will be added for future landscaping upgrades, as a future city project.
Waterline I-15 Crossing	\$ 250,000.00		Option A = Complete pipeline and casing crossing of I-15.
		\$ 135,000.00	Option B = Steel casing only crossing I-15. Pipe material, valving, etc., would be a future city project.
Highland Drive Widening	\$ 300,000.00		Option A = Widen Highland Drive westbound to use the north bay on the UTA bridge. Any right-of-way acquisition not included in estimate.
		\$ -	Option B = UDOT indicates Highland Drive does not requirement widening at this time as part of this project.
Bike Lanes / 10-ft Sidewalk	\$ -	\$ -	To be completed by UDOT at no cost to the city.
Bangerter Landscaping	\$ -	\$ -	To be a city project after UDOT project is completed.
Welcome to Draper Signs	\$ -	\$ -	To be a city project after UDOT project is completed.
Storm Drainage	\$ -	\$ -	No betterment identified to date.
Total	\$ 910,000.00	\$ 311,500.00	

Notes:

(1) Option A is to construct the artwork as part of the project. It is cheaper and easier to complete it as part of the construction. Option B is to reinforce the structure and leave space to mount artwork at a future time. This makes the artwork double the cost and more difficult to install. On both Option A & B this represents 3/4 of the total cost. Total cost estimate = \$80,500 (Option A) \$20,000 (Option B).

(2) At 11400 South, the City paid \$300,000 for two sides of the interchange. Coordination with Bluffdale required on last side, estimated at \$50,000. Total cost estimate \$200,000.

	Budget FY 09-10	Budget FY 10-11	Budget FY 11-12	Budget FY 12-13	Budget FY 13-14
	Budget FY 09-10	Budget FY 10-11	Budget FY 11-12	Budget FY 12-13	Budget FY 13-14
General Fund					
Finance					
Finance Director	1.00	1.00	1.00	1.00	1.00
Treasurer Purchasing Agent	1.00	1.00	1.00	1.00	1.00
Senior Accountant III	1.00	1.00	1.00	1.00	1.00
Accountant		1.00	1.00	1.00	1.00
Accounting Technician	1.50	0.50		0.50	0.50
Cash Receipting Clerk	0.75	0.75	0.75	0.75	0.63
Receptionist	1.00	1.00	1.00	1.00	1.25
	<u>6.25</u>	<u>6.25</u>	<u>5.75</u>	<u>6.25</u>	<u>6.38</u>
GIS					
GIS Manager					1.00
GIS Specialist III	1.00	1.00	1.00	1.00	1.00
GIS Specialist II	1.00	1.00	1.00	1.00	1.00
	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>
Police					
Police Chief	1.00	1.00	1.00	1.00	1.00
Assistant Police Chief	1.00	1.00	1.00	1.00	1.00
Police Sergeant	5.00	5.00	5.00	5.00	8.00
Police III	5.00	5.00	2.00	2.00	3.00
Police Officer II	4.00	4.00	16.00	15.00	15.00
Police Officer I	17.00	17.00	11.50	13.00	10.00
Police Officer I (Grant-funded)	1.00	1.00	0.50		
School Resource Officer					2.00
Crime Victim Advocate	1.00	1.00	1.00	1.00	1.00
Crime Scene / Evidence Specialist					1.00
Crime Prevention Specialist	2.00	2.00	2.00	2.00	1.00
Executive Assistant	1.00	1.00	1.00	1.00	1.00
Support Services Supervisor			1.00	1.00	1.00
Crossing Guard Supervisor			0.20	0.20	0.20
Volunteer Coordinator	0.50	0.50	0.50	0.50	0.50
Support Services Clerk I			2.00	2.00	2.00
Records Clerk I	2.50	2.50			
Crossing Guards	3.64	3.64	3.60	3.60	4.98
	<u>44.64</u>	<u>44.64</u>	<u>48.30</u>	<u>48.30</u>	<u>52.68</u>

Budget Amendment FY2014-032