



## 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, March 4, 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
- 5:45 p.m. 2.0 Council/Manager Reports

### 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** – Prayer will offered by Pastor Lee Mashburn, Hidden Valley Presbyterian Church.
- 7:10 p.m. 3.0 **Citizen Comments:** To be considerate of everyone attending the meeting and to more closely follow the published agenda times, public comments will be restricted to items not listed on the agenda and limited to three minutes per person per item. A spokesperson who has been asked by a group to summarize their concerns will be allowed five minutes to speak. Comments which cannot be made within these limits should be submitted in writing to the City Recorder prior to noon the day before the meeting. Comments pertaining to an item on the agenda should not be given at this time but should be held until that item is called.
- 7:20 p.m. 4.0 **Presentation: Mayor and Council Recognition of Kenzie Hall**, American Idol Contestant
- 7:30 p.m. 5.0 **Consent Items:**
- a. Approval of February 18, 2014, Minutes
  - b. Approval of February 21-22, 2014, Retreat Minutes
  - c. **Resolution #14-12**, Appointing Tracie Gunderson to Planning Commission
  - d. **Agreement #14-23**, Assessment-in-Lieu, Oliverson's 13370 S. Fort Street
  - e. **Resolution #14-20**, Deed of Dedication, Oliverson's – 13370 S. Fort Street
  - f. **Agreement #14-07**, Assessment-in-Lieu, Dana Subdivision
  - g. **Agreement #14-27**, Acknowledgement and Satisfaction of Planned Development Agreement – Steep Mountain 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 Rachelle Conner, MMC, City Recorder at (801) 576-6502 or [rachelle.conner@draper.ut.us](mailto:rachelle.conner@draper.ut.us), at least 24 hours prior to the meeting. Meetings of the Draper City Council may be conducted by electronic means pursuant to Utah Code Annotated Section 52-4-207. In such circumstances, contact will be established and maintained by telephone and the meeting will be conducted pursuant to Draper City Municipal Code 2-1-040(e) regarding electronic meetings.*

- 7:35 p.m. 6.0 **Action Item: 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.
- 7:45 p.m. 7.0 **Action Item: Agreement #14-26**, For Approval of an Assessment-in-Lieu Agreement with Sunny and Tyler Leggett for Property Located at 12368 South 1700 East. Staff report by Glade Robbins.
- 7:55 p.m. 8.0 **Action Item: Agreement #14-14**, Right-of-Way Purchase Agreement with Jaxarr, LLC for Property Located Generally at 13460 S. 1300 E. Staff report by Glade Robbins.
- 8:05 p.m. 9.0 **Action Item: Agreement #14-13**, Assessment-in-Lieu with Jaxarr LLC for Property Located Generally at 13460 S. 1300 E. Staff Report by Glade Robbins.
- 8:15 p.m. 10.0 **Public Hearing:** Providing Local Consent for an Off Premise Alcohol License for Ridge at Lone Peak. Staff report by Keith Morey.
- 8:20 p.m. 11.0 **Public Hearing:** Providing Local Consent for a Full Service Alcohol License for Ridge at Lone Peak. Staff report by Keith Morey.
- 8:25 p.m. 12.0 **Public Hearing: Ordinance #1085**, On the request of Draper City for approval of a Text Amendment Modifying Definitions and the Permitted and Conditional Use Charts in Several Zoning Districts in Relation to Vehicle and Equipment Rental or Sales. The application is otherwise known as the *City Initiated Vehicle and Equipment Rental or Sales Text Amendment Request*. Staff report by Jennifer Jastremsky.
- 8:25 p.m. 13.0 **Action Item: Ordinance #1086**, GRAMA Text Amendments. Staff report by Doug Ahlstrom.
- 8:35 p.m. 14.0 **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 **4<sup>th</sup> day of March, 2014**, were posted on the Draper City Bulletin Board, Draper City website [www.draper.ut.us](http://www.draper.ut.us), the Utah Public Meeting Notice website at [www.utah.gov/pmn](http://www.utah.gov/pmn), and sent by facsimile to The Salt Lake Tribune, and The Deseret News.

Date Posted:  
City Seal



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

Return to Agenda

CONSENT  
ITEM #A

**MINUTES OF THE DRAPER CITY COUNCIL MEETING HELD ON TUESDAY, FEBRUARY 18, 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; Bryan Roberts, Police Chief; Garth Smith, Human Resource Director; and Bob Wylie, Finance Director

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**Study Meeting**

**1.0 Dinner**

**2.0 Council/Manager Reports**

2.1 Mayor Walker stated the Leggetts previously came to a Council meeting to talk about the required improvements in their area. They are concerned that installing the improvements on their lot will cause flooding problems because the neighbors do not have the improvements installed. The Leggett’s would prefer to pay to have someone else install the improvements, because their bid was almost \$3,000 less than the City’s estimate; however, they are concerned it would lead to additional problems. Staff talked about potential options and indicated they would try to work things out with the Leggetts.

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2.2 Councilmember Stenquist noted he recently sent an email regarding the “Unplug Challenge”. This organization would partner with the local businesses in the city, and would work well in conjunction with Healthy Draper. People can earn “tags” for doing healthy things that could be used to get discounts at the local businesses. He asked whether the Council is interested in this program. The organization would be willing to come and do a presentation for the Council. The consensus from the Council was to look at the information at the League conference in April and decide if it is something they are interested in pursuing.

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2.3 Councilmember Summerhays asked about placing no trespassing signage in Suncrest near the Highland/Alpine border. David Dobbins, City Manager, noted there is signage up there.

Councilmember Colbert stated one of the problems up there is that there are gas line maintenance roads, and the small utility vehicles can drive on those.

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2.4 Mr. Dobbins reminded the City Council of the Retreat that weekend. They will meet for dinner and start their retreat Friday evening and will finish up on Saturday.

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2.5 Russ Fox, Assistant City Manager, noted they commissioned a land use firm to look at the property, and they came up with a concept land use plan to give a general idea of what could be developed on the prison property. The concepts have not been tested in the market. He then reviewed the renderings with the Council.

Councilmember Stenquist noted the GOP House Caucus was supposed to talk about the prison relocation that day; however, they talked about Medicaid expansion instead. They will talk about this on Thursday. He recommended Draper put this information out to the media by Thursday. Mayor Walker stated he plans to do that.

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### **3.0 Presentation: Jordan River Best Practices**

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3.1 Laura Hanson, Executive Director Jordan River Commission, thanked Draper City for participating with the Jordan River Commission. She provided a Best Practices for Riverfront Communities brochure and explained the contents to those present. Ms. Hanson then noted they will be holding a two-day event on May 29<sup>th</sup> and 31<sup>st</sup> called "Get into the River". On Thursday, the 29<sup>th</sup>, they will be having a cleanup and Saturday will be the celebration. They are working with corporate sponsors to have employees assist with the cleanup day. EBay is one of the big sponsors. She stated she would very much like Draper to be involved in the celebration. They have a small budget, possibly \$500, which can be used towards supplies if the City needed it.

Ms. Hanson advised the Jordan River Commission has applied for approximately twenty different grants, and they have a sixty-eight percent hit rate, which is really good. She noted they would be happy to assist Draper with grant writing. There are a few grants available at this time, which could be beneficial to the City. She noted they have been able to leverage every dollar contributed by the local governments into eight dollars for river corridor projects.

### **4.0 Discussion: Safety of Pedestrians in the Right-of-Way**

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4.1 Police Chief Bryan Roberts reviewed the safety issues the City has been having with pedestrians in the rights-of-way as it relates to individuals soliciting money in the medians and along the roadways. He provided background information about this topic.

Draper City Code Section 14-6-180, *Obstruction of Traffic*, prohibits pedestrians from being in the street, which includes the median. It also states that the pedestrian cannot obstruct or prevent the free passage and use of vehicular or pedestrian traffic on the streets, sidewalks, and crosswalks of the city. The judge has said he would uphold this ordinance.

- 4.2 Glade Robbins, Public Works Director, displayed the locations and reviewed the costs for installing jersey barriers. He noted this is similar to what American Fork did to help solve their problem.
- 4.3 Chief Roberts indicated House Bill 101 is trying to address some of the Cities safety concerns. This will enact a State Code that would prohibit individuals from engaging in conduct that would impede or block traffic within certain roadways. That is consistent with Draper City's current Code. It would also prohibit individuals from soliciting money or goods in an aggressive manner on sidewalks within ten feet of an entrance or exit of a bank or automatic teller machine. Chief Roberts stated his recommendation is to enforce Draper City Code Section 14-6-180, to consider adding signage to the medians, and to potentially support HB 101.
- 4.4 Councilmember Rappleye noted he is in favor of painting the median rather than installing a jersey barrier to help mitigate the problem. Chief Roberts stated it is not his recommendation to install the jersey barriers. That is just something that another City did.

## **Business Meeting**

### **1.0 Call to Order**

[7:01:12 PM](#)

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

### **2.0 Comment/Prayer and Flag Ceremony**

- 2.1 Scout Troop #931 presented the colors and offered the prayer.

[7:01:57 PM](#) - Prayer – Christian Witt

[7:02:35 PM](#) – Pledge led by Aaron Jackson

[7:04:54 PM](#)

### **3.0 Citizen Comments**

[7:08:31 PM](#)

- 3.1 Jeff Stenquist indicated that Draper resident, Kenzie Hall, is on American Idol. She will be performing tonight. He encouraged everyone to vote for Kenzie.

[7:09:28 PM](#)

**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

[7:09:29 PM](#)

- 4.1 Mayor Walker advised the City Manager would like to pull Item “g” from the consent calendar in order to discuss it.

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- 4.2 **Councilmember Rappleye moved to approve the consent calendar except for Item g, which has been removed for discussion. Mrs. Vawdrey seconded the motion.**

[7:10:16 PM](#)

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

[7:10:37 PM](#)

- 4.4 Mr. Dobbins indicated Item g is the post-closing document that will finalize the purchase of the Steep Mountain Church property. There was a piece of information that was left out of the agreement, which needs to be added to paragraph 3. If the City Council wants to approve this agreement, that change needs to be added to the motion.

[7:11:12 PM](#)

- 4.5 **Councilmember Rappleye moved to approve agreement #14-22 with the added language. Councilmember Summerhays seconded the motion.**

[7:12:04 PM](#)

- 4.6 **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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**5.0 Discussion: 13200 South Project – Derek Coulter**

[7:12:58 PM](#)

- 5.1 Derek Coulter, 1017 East 13200 South, noted he is here to follow up on direction from the City Council and Mayor back in October 2013. The Council directed the neighbors to meet with Council and staff to try to work on a compromise for the road width. The

neighbors were told that no final decision had been made. The City indicated they would prefer to reach an agreement with the neighbors to see if there could be a compromise that would work. The neighbors met with the City representatives and completed every issue the City had asked them to do at that point. When they concluded their meeting in November, there was an agreement that the City Engineer would provide the neighbors with an amended proposal for the road width. The neighbors were waiting to see the agreement, and the next thing they heard was that the City Engineer was going back to the original plan and would not do anything further. The neighbors are concerned that this negotiation process was not done in good faith. They have several instances in the last year where the neighbors were told that the City would work with them, but then they find out the City has already made a decision, and then later learned that the City had not made a decision. There are four instances of this. The residents are just asking to be involved with this process and try to come to a consensus. They are experiencing what they perceive as a lack of cooperation on behalf of the City. The neighbors do not want to work against the City on this issue, but they are feeling that they were ignored. The City will now have to initiate condemnation actions against the remaining property owners, which will force lawsuits and increase costs for the City. This is completely unnecessary. The neighbors would much rather work with the City than against them. He assured the Council that the neighbors have been very reasonable in what they are asking for. He asked the Council to go back with the original plan, provide the amendment to the neighbors, and see if they can work with a consensus in order to get the project started in the spring.

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5.2 Shari Moore, 1083 East 13200 South, noted her personal perspective is that the neighbors did everything the Council asked them to do, but the City did not hold up their end of the deal.

Councilmember Summerhays clarified that from day one, he has agreed with the City Engineer on this project. The City was looking in terms of safety and that is what he is focusing on.

[7:22:45 PM](#)

5.3 Mayor Walker indicated this was a discussion item. The City has held a number of public hearings in reference to this project. The item tonight was just for a discussion and no action would be taken.

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5.4 Councilmember Stenquist stated they heard one point of view tonight, and he wanted to set the record straight. The Council has held many public hearings in reference to this issue. He noted that back in October, the Council did ask the neighbors to meet with Council and staff to try to come up a proposal. There might have been a misunderstanding, but the City tried to make it very clear that this was a chance to have a few people give additional information. It was not a negotiation, and the Council and

staff that met with the neighbors did not have the authority to represent a decision on behalf of the entire Council. Their mandate was to meet with the residents and bring back that proposal to the rest of the Council for a decision. The Council discussed the proposal in an open meeting. He is not sure how that meeting was noticed or communicated to the residents, but the Council had that discussion and provided direction to staff. The City Engineer received clear direction from the Council on how to proceed with this project. The Council is glad the neighbors came back and provided additional information, but the Council chose to go in the same direction they had previously chosen. There are few issues that he is aware of, where the Council has spent as much time listening to the residents as they have on this issue. The City made sure they really understood the issues. They debated every aspect of this decision such as the stop sign or traffic light versus the roundabout in the intersection. They talked about traffic, school crossings, park strips, sidewalks, and everything else they could think of. The Council Members various opinions shifted over time. He said his opinion shifted many times over the various items, but at the end, the Council arrived at a consensus. From his perspective, that is how he sees this process has proceeded to this point. He stated he understands that not everyone is going to be happy with this decision, but Councilmember Stenquist said he feels this has been a very open process with the neighbors. The City might have failed to communicate back with the residents on what the final decision was. He apologized for that.

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5.5 Councilmember Rappleye advised this was a very difficult situation. The Council went back and looked at all of the factors involved in making this decision. He was of the understanding that the neighborhood received the information from the group of people. In the end, there were many factors that brought the Council to the final decision on the width.

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5.6 Councilmember Summerhays noted the narrower width was discussed; however, it was determined that it was not the best option for safety. The Council had a good discussion on the width, and he invited those interested to listen to the recording of the meeting.

## **6.0 Presentation: David Mast Proposal**

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6.1 David Mast, developer, stated this matter concerns the community detention dam in Upper Corner Canyon and some ground he dedicated to Draper City twelve years ago to allow access to Upper Corner Canyon for a public trail. The City at that time wanted a sixty-foot wide access, and he agreed to set aside that amount and dedicate it to the City. This area bisects another ten acres he donated to the City, which will be used for the Suncrest community dam. Mr. Mast said it is important to note that it was known that this dedication strip would have to be shifted or tweaked. He displayed pictures of the area in question. Mr. Mast then indicated the developer at the time brought in approximately \$600,000 of imported fill dirt. He suggested that the fill from the detention basin be used

elsewhere. He stated he will just give the fill to the City. However, he would like to see approximately half of the fill be used for widening the sixty-foot access he spoke of earlier. Mr. Mast indicated an engineer prepared a removal sketch, and David Decker, previous Community Development Director, looked at it. Mr. Decker had advised it was okay; however, it was missing some requirements such as a silt fence. Mr. Wolverton is aware of the other requirements. There is 25,400 yards of fill, which is worth approximately \$600,000. Mr. Mast noted it would cost the contractor building the dam about \$30,000 to move the fill to the dam and to widen the road.

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6.2 Mayor Walker clarified that Mr. Mast would like to donate the fill to the City with the condition that some of it be used to build the dam and to widen the proposed road.

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6.3 Mr. Mast agreed. He noted the proposed road is a public road. He recommended they build the top of it to the width. It makes good sense to do it all in one shot. Any of the fill left over can be used in building the community dam. This is a savings to the City.

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6.4 Councilmember Summerhays asked whether this is contingent on Zion's Bank using this. Mr. Mast said Zion's Bank did write a check out to Draper City years ago for this purpose.

Mr. Mast then displayed a map showing the area of property that he donated to the City twelve years ago. That area is recorded with both Salt Lake and Utah County. Mr. Wolverton has a problem with the proposed area. He said he would like a Memorandum of Understanding that would allow some changes to be made.

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6.5 Mayor Walker noted the Council will take this information and work with staff. The City will get back with him on it.

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6.6 Mr. Mast displayed the property he donated to the City for the community dam. He pointed out that the road will continue to the north, and connect to the existing Upper Corner Canyon road.

**7.0 Action Item: Resolution #14-11, Appointing the Draper City Treasurer**

[7:41:03 PM](#)

7.1 Mr. Dobbins indicated the prior City Treasurer left approximately one month ago for an opportunity with the Salt Lake School District. The City went through the hiring process and has offered the position to Kimberlee Beck. She has some really valuable experience that will help the City. This position helps make sure the City is compliant with State law, Government Finance requirements, monitors bonding, and assists with budgeting.

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**7.2 Councilmember Summerhays moved to approve Resolution #14-11, by appointing Kimberlee Beck as the Draper City Treasurer. Councilmember Rappleye seconded the motion.**

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

**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.**

[7:44:15 PM](#)

8.1 Dan Boles, Planner, noted this is a request to change the zone from RA1 to the OR zone on property located at 309 East 13800 South. He displayed pictures of the area in question. The Land Use Map calls for Residential Low/Medium density in this area. He reviewed the application and listed the pros and cons in reference to this request as follows:

Pros:

- Both 300 East and 13800 South are collector streets, and the OR zone is a buffer zone

Cons:

- Does not conform to the General Plan
- Commercial cut off has always been 300 East

Mr. Boles indicated there could be a single-family residence on this property. The Planning Commission has forwarded a positive recommendation for this application.

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8.2 Councilmember Summerhays asked whether the road tapers down going east on 13800 South. Mr. Wolverton stated it does taper down approximately six feet on both sides.

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**8.3 Mayor Walker opened the public hearing.**

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8.4 Lisa Wilcox, 366 East 13800 South, noted she lives kitty-corner from this proposal, and it already takes her a long time to get out of her driveway. It is difficult to turn left on 13800 South from 300 East to get into her driveway, and she cannot image any more traffic through the area. The Wheadon open space has a plan to put in a road on the west side of her property line, which will bring even more traffic. She expressed concern with changing the Master Plan for one person when it will cause problems for all of the neighbors. The owner of this property purchased it for \$250,000 when property sales

were a lot higher. She invited the Council Members to come to her collector street and try to get out of her driveway.

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8.5 Matt Collier, 366 Brown Farm Lane, advised he owns his home, and it borders the subject property. There are many residents of this community that have multiple concerns and valid arguments against this proposal. He wanted to highlight three specific points found within the Draper General Plan. He read from the General Plan concerning promoting the interest of all persons and the reasons to rezone the property. He expressed his opinion that this does not protect this neighborhood from commercial encroachment and indicated there is no sound reason to rezone this property. He purchased his home in this area after doing proper due diligence. He fully knew what the zoning was around his property. He trusts that the Miller's invested in this particular property knowing the current zone. He asked the City Council to base their decision on facts and asked them to remain true to the integrity of the Master Plan and not allow this zone change. He also asked them not to set a precedent by allowing investors to purchase residential property with the intent to request zone changes to maximize their return.

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8.6 Sharlene Miner, 328 East Brown Farm Lane, expressed concern that the Planning Commission did not hold to the integrity of the Master Plan. The Salt Lake County website states that once zoned commercial residential or office residential, that property could have a building as large as 20,000 square feet. Additionally, it could have a home as large as 8,000 square feet and an accessory building. The City might think they can control what is built on this property once it is rezoned, but it is only a matter of legalities that the owner would be able to build the maximum stated on the Salt Lake County website. She stated Mr. Boles indicated there would be thirty-five vehicle trips each day with the office. She said she is a physician and works in an office. It is very easy for one physician, with much less than 20,000 square feet, to see forty patients each day. That would be eighty trips per day. If there are two dentists, two physicians, two attorneys, etc. they have greatly multiplied the traffic in and out of that corner. She expressed her opinion that it does not make sense to put a patchwork of offices amongst the residential.

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8.7 Rosemary Thomas, 13703 Brown Farm Lane, noted she left the Planning Commission meeting last month very disappointed that they had approved the zone change. Her family moved to Draper eleven years ago, and they did their research in order to become informed buyers. She wants to keep the surrounding areas as they have been planned as residential. It is already in the General Plan to have a residential buffer on the west side of 300 East, and that should continue on to the east side and north side. This property is very viable as residential. Holmes Homes has built new homes across from this location, and there is no reason that other homes would not sell. The Miller property does not have any commercial uses next to it. She asked how the City will prohibit commercial creep from going further east if they allow this change.

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8.8 Marcia Day, 369 East Corner Bridge Lane, advised she is a firm believer in the Master Plan and believes it should be thoroughly weighed before the Master Plan is ever changed. There are many undeveloped parcels in the city, and it is the responsibility of the citizens and Council to make sure the parcels are developed in a responsible way. Some parts should be commercial and some should be left as residential. The whole section east of Bangarter Highway was supposed to be residential. There have been many developers that brought different proposals to the Council to have the area changed into commercial, and she has been involved in many of those. This Council has always been of the mindset that this area should be residential. It does not necessarily have to be an RA1 zone, but it should be a buffer area for the homes that have come in based on the Master Plan. The buffer zones are important for the existing residents to protect their homes, neighborhoods, the safety of the children, and the schools in the area. Channing Hall is located just north of this area. Many of the children in this area walk to that school, and the traffic along 300 East is very difficult to get through in the mornings. The area along 300 East and up 13800 South is really a part of the historic Draper. There is a conservation easement directly across the street from this proposal, and making this area commercial does not seem consistent with the area of Draper they are talking about. Many of the neighbors purchased their homes based on the Master Plan zoning in the area. This area is part of historic Draper and this proposal does not seem consistent. It would also affect the property values of the homes in the area. Her concern is particularly for the corporate sprawl and this setting precedent for commercial moving further east. She encouraged the City Council to deny this request.

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8.9 Roger Dransfield, 13651 South 300 East, noted he remembers another business that wanted to go into this property called the Hearthsmith Ranch. It was denied because it did not fit with the Master Plan. He wanted to add his voice to those that want to keep this area as residential.

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8.10 Michael Moushey, 13681 South Farm Hollow Lane, noted he is against this zoning change because it goes against many of the established policies as set forth in the General Plan. Specifically in avoiding individual and special interest groups needs, protecting established neighborhoods, and preventing the encroachment of rental properties. In 2013, the property was valued at \$193,500, and up until December 2012, the property had been listed at \$300,000. He asked the City Council to look at the neighbors' needs rather than just the one individual's needs.

[8:07:48 PM](#)

8.11 Melodie White, 409 East Mapleton Court, noted she and her husband are long time residents of Draper. They love Draper for many reasons. They purchased a home in Lone Peak Maple Court last year after two years of looking. They did a lot of research and even talked with City staff before making their purchase. The City has a Master Plan for a reason. The plan serves as a guide for development, and it states that commercial

zoning ends on the west side of this street. Everything directly around this property is residential. She said she does not know the intentions or purpose of why this property was purchased, but that should not matter. The fact that it was purchased with the same information that was available to anyone and everyone that was willing to research the Master Plan. She said she feels bad for someone that cannot or will not sell their property for what they hope for or need, but one person's financial situation should not affect the rest of the neighbors that carefully researched and invested in their properties. As homeowners, she and her husband were responsible for their decisions regarding their property, which is the same for the Miller's and their property. It is also the same for the City and its integrity of following the Master Plan.

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8.12 Lane Lewis, 13726 South Brown Farm Lane, indicated this property is in his backyard. He expressed his concern with the traffic situation. He has small children, and the increase in traffic causes him concern. He and his neighbors understand that sometimes the Master Plan needs to be changed, but it is usually done for the good of the community. This application does not serve the good of the community. The property owner had originally wanted to subdivide the property into two parcels. He would much rather him be allowed to do that and put two residential units on that property than the proposed office space. Mr. Lewis said he is not sure if this is possible or not, but if the City is willing to change the Master Plan for this application he is not sure why they cannot change other rules as well.

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8.13 Josh Miner 328 East Brown Farm Lane, noted he is a lacrosse player, and when he shoots at his goal, the ball goes into this proposed property. He expressed concern that his lacrosse balls would damage the building or cars if this were approved.

[8:13:36 PM](#)

8.14 Mark Hashimoto, 526 East 13630 South, stated he goes through this intersection several times a day, and the traffic count at this intersection is extremely high. He advised this property is on the corner of two very busy streets, which is why this parcel is no longer suitable for residential property. The proposed buyer of this property is a dentist and wants to build an 8,000 square foot office. The dentist indicated he has three patients per hour, which would not cause more of a traffic problem, and he is closed at 5:00 p.m. This use would not have a significant impact to the neighborhood. Mr. Hashimoto indicated many of the neighbors that are complaining about the zoning are not the ones that have the frontage on 300 East and 13800 South. These people are behind this proposal. The impact on these people would be even less. He noted this is the perfect type of use for this parcel. There will be no extra traffic on the weekends or after hours and is very suitable for this piece of property.

[8:16:25 PM](#)

8.15 Brett Armstrong, 416 Brown Farm Lane, said he called the number listed on the for sale sign on this property and was told it was under contract for \$325,000, and it was contingent upon the results of this meeting. That is a financial gain for the property owner. Mr. Armstrong disagreed with Mr. Hashimoto's remarks. He expressed his opinion that this would cause a detriment to the surrounding homes. The neighbors are concerned that this will decrease their property value. The profit of one individual should not be to the detriment of many others.

[8:17:38 PM](#)

8.16 Wendy Lamping, 421 Brown Farm Lane, advised she knows people that live on 300 East and 13800 South that would be impacted by this use. Ms. Lamping asked whether the City would do whatever it takes in the future to make the changes necessary to ensure she could sell her property. She noted that is an ignorant question, but it is not unlike that of what the Millers are asking. She noted there is no guarantee that the building being proposed will be a 7,000 to 8,000 square foot building. It is allowed to be 20,000 square feet.

[8:19:02 PM](#)

8.17 Fernando Pessoa, 914 West March Brown Drive in Riverton, noted he purchased a dental practice from Dr. Randy Steadman on Pioneer Road in Draper. He noted he is not a big investment guy that wants to build a big investment property in the middle of a neighborhood and then leave. He is here for the long term, and his patients are Draper residents. He has a drawing of his proposed building that looks like a rambler house. The OR zone specification does not allow him to build anything different. For those concerned about the traffic, that is a non issue because this is a small dental office. He understands there is political pressure on decisions like this. The Mayor and his wife live close by this neighborhood. This use is a great buffer for the residential because it is on the corner of two busy collector streets. He asked the Council to look at this application with an unbiased view.

[8:22:37 PM](#)

8.18 Natalie Rogers, 382 Brown Farm Lane, noted the last couple of speakers have tried to impress upon the Council that no one wants to live there. The Holmes Homes development directly across the street has been very successful in building new homes that have been selling very well. Lane Lewis had a good idea to change the zoning to allow two lots rather than one is better than this parcel going commercial. The bottom line is that it makes no sense to allow commercial across 300 East. It gives the City a patchwork look and would be embarrassing for the City of Draper and the residents. She expressed support of keeping the zoning as residential and following the Master Plan.

[8:24:31 PM](#)

8.19 Troy Wolverton, City Engineer, clarified that the width of both 300 East and 13800 South are 74 feet and there is a center median on both roads. He wanted to be clear on that. To

the west on 13800 South, it will have a 100-foot width as they transition to the dual left turn lanes at 13800 South and Bangerter.

[8:25:29 PM](#)

8.20 Bill Miller, applicant, stated the comments made this evening are very interesting. He said he wishes he had bought the property for what the neighbors said he did and that he could sell it at the price they gave also. He noted this property has been marketed for several years now. The maximum size of a building allowed in the OR zone is between 8,000 to 9,000 square feet because they are required to have between 3 and 4 parking spaces per square foot. The maximum height allowed is 24 feet. This will not be a two-level building, it will not be 20,000 square feet, nor will it have multiple businesses inside. The amount of traffic flow this use will generate will not be much more than there is now. Once the soccer fields and ball parks are put in across the street, the traffic from this use in will be minimal in comparison. He advised he has had many people look at this parcel for commercial uses. The home of this lot was built in 1888, so it has historic value. Draper has a Limited Commercial designation for situations like this, so someone could be a business in the existing house. The ability to have a business in this location is already there; however, the house is only 997 square feet and would require too much renovation to make it work. Master Plans change. When he first moved to Draper, a home could not be built on less than 5 acres. It was then changed to 1 acre. Everyone in the Brown's Farm neighborhood needs to realize that the Master Plan had to change in order for them to even live there. The neighbors were okay with the condition of the lot when they purchased their homes, and Mr. Brown has since cleared the lot of debris and old buildings. He has done a lot to improve the area. There is a lot of traffic in the area, and it is just going to increase. That makes this lot unsafe to build a home with children. He expressed his opinion that the OR zone is the perfect solution for this lot, and the use will not create more of a traffic issue.

[8:29:18 PM](#)

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

[8:29:40 PM](#)

8.22 Councilmember Stenquist recommended the City Council allow this item to follow its normal course. Mr. Dobbins clarified that this item would be considered at the March 4<sup>th</sup> City Council meeting.

[8:31:44 PM](#)

9.0 **Action Item: Considering the 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.**

[8:32:18 PM](#)

9.1 Councilmember Vawdrey indicated she made a motion and voted on this issue when she was on the Planning Commission. She recused herself from the discussion and vote.

*Councilmember Vawdrey left the meeting at 8:32 p.m.*

[8:32:44 PM](#)

9.2 Mr. Dobbins indicated Councilmember Summerhays had some questions about the access, but he had to step out of the meeting. Mr. Dobbins asked the Council to take a short break to allow Councilmember Summerhays to be a part of the discussion.

[8:32:53 PM](#)

9.3 *Mayor Walker called for a break at 8:32 p.m.*

[8:40:22 PM](#)

9.4 *The meeting resumed at 8:40 p.m.*

[8:41:04 PM](#)

9.5 Keith Morey, Community Development Director, indicated this item is back on the agenda for Council consideration. He displayed a map showing the overall concept plan of the area. At this point, staff feels the adjacent property owner does have access to his property.

[8:42:33 PM](#)

9.6 Councilmember Summerhays asked how wide the access section is. Mr. Morey noted it is twelve feet. There are other potential accesses; however, that is not part of this discussion. This plat meets the requirements of the City Code, and the Planning Commission has forwarded a positive recommendation to the City Council.

[8:43:21 PM](#)

9.7 Mr. Dobbins noted staff has looked at this item. He wanted to clarify that the City is not changing any access nor are they taking away an access. Ideally when someone purchases property, they have all the access they need for the future to accommodate whatever project they plan on having. In this case, the adjacent property owner does have access, and this action is not changing what they currently have. He does not feel that the City would be changing the value of the property because they are not changing anything.

[8:44:26 PM](#)

**9.8 Councilmember Stenquist moved to approve the preliminary plat for the Draper Creekside Townhomes. Councilmember Summerhays seconded the motion.**

[8:44:44 PM](#)

9.9 Councilmember Stenquist stated he understands the concerns of the adjacent property owners; however, after consulting with the City Attorney, it is not the City's responsibility to require access to the adjacent property through this one. The plat meets all of the standards, and he does not have a problem with it.

[8:45:14 PM](#)

- 9.10 Mayor Walker clarified that Mrs. Vawdrey recused herself from this item because prior to her being on the City Council she actually voted on this item as a Planning Commission member. She does not have a personal or professional conflict with the applicant or this property.

[8:45:45 PM](#)

- 9.11 A roll call vote was taken with Councilmembers Rappleye, Stenquist, and Summerhays voting in favor. Councilmember Colbert voted no. The motion carried with a majority vote.**

*Councilmember Vawdrey returned to the meeting at 8:46 p.m.*

## **10.0 Public Hearing: Budget Amendments**

[8:48:05 PM](#)

- 10.1 Bob Wylie, Finance Director, reviewed the budget amendments, which included:
- Purchase of Replacement Vehicle - \$34,388.66 - Reimbursement
  - Transfer Funds to Remodel Passport Office - \$10,000
  - Grant Award National Trust Preservation Fund – Historic Preservation - \$5,000

[8:51:47 PM](#)

- 10.2 Mr. Dobbins noted there are members of the Historic Preservation Commission in attendance. This is a \$5,000 grant from the National Trust, and it would need to be matched by \$5,000 of City funds. The City funds are currently already appropriated to the Historic Preservation Commission. He turned the time over to the Historic Preservation Commission to talk about the use of the funds.

[8:52:23 PM](#)

- 10.3 Darrell Smith, Historic Preservation Commission, noted the commission is not asking for new money. It is part of their existing \$10,000 budget. He thanked Katie and the other commission members for applying and supporting this grant. The Commission is looking forward to using the funds to do a professional study of the Park School to determine the needs, uses, and possibilities for the building. This building has been talked about for many years, and this is the right way to go at this time. Mr. Smith then read a letter from Erva Smith who was a previous member of the Historic Preservation Commission. The letter was written in 1996 and voiced the Commission's opposition to the demolition of the Park School. He expressed his opinion that they would be able to find more interest for this building if they have this study done. The interested parties will gain more confidence that the City is serious in finding a use for this facility. Mr. Smith displayed a brick he had kept from the yellow brick recreation hall. He encouraged everyone to remember the past and to work hard to accomplish this together.

[8:59:47 PM](#)

- 10.4 Mr. Wiley continued with the budget amendments as follows:
- CompuNet Services - \$13,999 - Expenditure

- Storm Drain Runoff - \$8,650 – Reimbursement
- Walmart Foundation Fund - \$1,000 – Donation
- Knights of Columbus - \$1,500 – Donation
- Steep Mountain Park Improvements - \$981,407
- American Preparatory Pass-Through from GOED - \$250,000
- Street Improvements 11950 South Reimbursement from GOED - \$1,127,720
- Enterprise-Wide Software System - \$578,900

[9:06:31 PM](#)

10.5 Mr. Dobbins explained this is a large dollar amount, and staff has been reluctant to bring this to the Council due to that reason. However, the City currently has so many different software packages within the same department, which causes a lot of difficulty. Some of the software being used is no longer being maintained by the company that created it, so there are many reasons why the City wants to do this. It is something that should have been done quite a while ago. Draper is one of the few Cities left that does not have a comprehensive financial software program that allows staff to budget properly. The City has struggled in some cases to make sure that all of the projects are tied back to the financial software. The City has the ability right now to use one-time revenue sources that have exceeded the budgeted revenues from last year to purchase this software. It will make it much easier to fill GRAMA requests and to make it so the developers can view the status of the building permit. The company the City is looking at has done the data conversion for many of the Cities in the area, so he has confidence in their ability to do it for Draper.

Councilmember Stenquist expressed his opinion that this is really needed and will help with providing better customer service.

Mayor Walker noted the City currently prepares the budget using Excel spreadsheets. This will be more efficient.

Councilmember Rappleye asked whether this is a per user base. Mr. Wiley explained the City will have a number of licenses for each module. It is customizable.

Councilmember Rappleye then questioned whether the software will be supported long term, updates available, and cost per year. Mr. Wiley noted there will be an annual maintenance fee, and those fees will include any updates to the software as well as support. The company Draper is looking at is a nationwide company that has a large support system. The annual maintenance fee will be approximately \$70,000.

Mr. Dobbins indicated that one of the struggles has been that Draper has always tried to purchase software on the lower end of the scale. They are typically smaller companies, and some of them have gone out of business. What the City is trying to do now is to go with a large company that has been around for a long time, that will continue to be around, and that has done this for other cities.

Councilmember Summerhays asked whether the guys will be able to print out their activities from their vehicles with this software. Mr. Wiley advised they will if they have the information on their iPads or tablets. The first module staff is planning to implement in the EnerGov for the building department. After that, they will work on HR and the financial.

9:16:27 PM

10.6 Mr. Wiley stated the additional budget amendments include:

- Police Settlement Agreement - \$86,439.60 - Reimbursement
- Storage Shed at the Day Barn - \$4,500
- Public Works Streets – Option A (\$910,000) Option B (\$311,500)

9:18:27 PM

10.7 Glade Robbins, Public Works Director, explained this is for the GAP Project for the I-15 Reconstruction between 12300 South and Lehi. The betterments include:

- Widening five feet on each side of Minuteman that would accommodate bike lanes.

Mr. Dobbins explained the Utah Department of Transportation (UDOT) is doing this different than they have in the past. They now require Cities to budget upfront for the betterments they want rather than paying as they are finished. Minuteman is a State Road, so he feels UDOT should pay to widen that road as part of the project. He indicated he will continue to push UDOT to increase the width as part of the project before they start the widening, but if they will not, this is money well spent.

Mayor Walker indicated the Utah Transit Authority (UTA) has contributed money for the overpass to anticipate the moving of the prison and Trax and Light Rail coming through the prison site and up 14800 South to tie into the line up here. They are going to start looking at that right now. He agreed that it is money well spent.

Mr. Dobbins clarified that staff is giving the Council two options for the betterments. One is to do all of the improvements. The second is what the City needs to do today to preserve options for the future if the City wants to do it themselves to save money.

Mr. Robbins continued reviewing the betterments as follows:

- Artwork \$60,000 or Preparation for Future Artwork \$20,000
- Culinary Waterline Crossing
  - Complete \$250,000
  - Casing Only \$135,000
- Landscape at 14600 South Interchange
  - ¾ cost estimate \$150,000
  - Sprinkler Sleeves Only \$6,500
- Highland Drive Widening \$300,000
  - Staff feels UDOT should take care of this

Mr. Robbins indicated staff is recommending Option B for now, and UDOT needs this decision by the first of March.

Councilmember Summerhays stated he agrees with this, but a lot of this should rest on UDOT. He is in agreement with much of this, but he is with Mr. Dobbins on UDOT's responsibility.

Councilmember Stenquist asked whether UDOT will be doing anything to Bangerter as part of this project. Mr. Dobbins said he believes they are including an extra lane from 12300 South to Bangerter as part of this, but he is not sure that is part of the final plan.

[9:29:10 PM](#)

10.8 Mr. Wiley advised the last budget amendment is on the staffing chart. Staff is adding purchasing agent to the City Treasurer title, and they are proposing a change to the GIS.

Mr. Dobbins explained they are proposing to take one of the GIS positions and make it a GIS manager. The GIS Program keeps expanding, and they want it to keep expanding into more areas such as sales tax revenue. They need someone to manage that whole program. The City is not adding a new position. They are just looking at taking one of the existing employees and making them a manager.

Mr. Wiley noted that final staffing change is to add the two new school resource officers into the full time employee count under the Police Department.

[9:30:26 PM](#)

**10.9 Mayor Walker opened the public hearing.**

[9:30:37 PM](#)

10.10 Shawn Benjamin, 360 West 13165 South, jokingly welcomed the proceeding Mayor, Darrell Smith, to the right side of the pulpit. He questioned the police reimbursement. He wondered if the reimbursement had been accounted for and if not, whether it could be used to fund future responsibilities of the Police Department to prolong the stability of that budget.

[9:31:50 PM](#)

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

[9:32:01 PM](#)

**10.12 Councilmember Rappleye moved to suspend the rules. Councilmember Summerhays seconded the motion.**

[9:32:18 PM](#)

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

[9:32:30 PM](#)

**10.14 Councilmember Rappleye moved to approve the budget amendments as presented. Councilmember Stenquist seconded the motion.**

[9:33:02 PM](#)

10.15 Councilmember Rappleye commended Mr. Wiley on these amendments. He indicated he is glad the City is moving to the new software. That has been needed for some time.

[9:33:18 PM](#)

**10.16 Councilmember Colbert moved to amend the motion. He said he does not know what the City will gain by continuing to study the Park School. He moved to strike the \$5,000 grant for the Park School. The motion failed for lack of a second.**

[9:34:38 PM](#)

10.17 Mr. Dobbins clarified that the Council needs to include in the motion whether they would like to go with Option A or B for the Betterments.

[9:36:00 PM](#)

**10.18 Councilmember Rappleye moved to amend his motion to approve the amendments as presented and by choosing Option B for the UDOT items. Councilmember Vawdrey seconded the motion.**

[9:36:39 PM](#)

**10.19 A roll call vote was taken with Councilmembers Colbert, Rappleye, Stenquist, and Vawdrey voting in favor. Councilmember Summerhays voted no. The motion carried with a majority vote.**

[9:37:40 PM](#)

10.20 Councilmember Summerhays stated he understands where Councilmember Colbert is coming from with regards to the money for the Park School. He did not respond fast enough on that, but he agrees that it does not make sense to put more money into that project.

## **11.0 Discussion: Communities that Care Program**

[9:38:27 PM](#)

11.1 Chief Roberts advised he is excited to introduce a program to the City Council that he would like to bring into the Police Department. This program is called Communities that Care and it adopts a model that will reduce risk factors and behaviors of the youth in the community. He noted this is a community-wide effort. He introduced advocates of Drug Free Draper who are interested in that program morphing into the Communities that Care--Dr. Kathy Bitner, Summit Academy; Kit Curtis, Prevention Coordinator for the Salt Lake County Division of Behavioral Health Services; Ben Reeves, Prevention Program Manager of the Division of Substance Abuse and Mental Health; Amy Frandsen, Certified Health Education Specialist at Center for Substance Abuse and

Prevention; Jason Clark, Edward Jones financial Advisor; Christine Wirthlin, Willow Springs Elementary teacher; Doug Murakami, Alcohol Education Director for Department of Alcohol and Beverage Control and the chair of Parents Empowered; Gaile Dupree, Drug Free Draper Coalition; and Michelle Palmer, Corner Canyon Equestrian Center. Chief Roberts explained this program is about research and data analysis that is geared towards reducing risk factors and risk behaviors in the youth in the community. Communities That Care is a nationwide prevention program. There are many communities in Utah that have adopted this program such as Payson, Tooele, Bountiful, South Salt Lake Police department. Chief Roberts then reviewed the various phases of the program for the Council. The fiscal impact for this program will be \$30,000 annually. The Council previously adopted a budget of a \$10,000 line item for this program. The State and County have each agreed to pay \$10,000 for this program as well. They have both offered a three-year funding cycle for this program. The breakdown of the funds includes:

- \$24,000 salary
- \$6,000 operating expenditures

Chief Roberts noted the funding is in place. They are just waiting for the State and County to sign the interlocal agreement.

9:51:14 PM

11.2 Councilmember Rappleye asked Chief Robert to reach out to the Utah Crime Prevention Council. He and Pat Evans are a part of the advisory committee. This year they have been working with the Legislature to prevent legalizing the use of marijuana.

9:52:15 PM

11.3 Councilmember Colbert noted Draper is a strong supporter of DARE. He asked how this will integrate or strengthen the DARE Program. Chief Roberts stated they work really well together. The Communities That Care Program is more comprehensive and has more collaboration. The DARE Program teaches the curriculum in the schools. They feed well together.

9:54:05 PM

11.4 Councilmember Stenquist expressed appreciation to those present for coming to present their support of this program. This is important, and he likes the concept and the measuring of the results. He has teenage children and sees the need to provide a support system for them.

9:55:32 PM

11.5 Councilmember Rappleye noted one of the critical things in going forward is the confusion of some of the states legalizing marijuana. There are electronic cigarettes now, and people are working on using oils in the electronic cigarettes. One of the unintended consequences of this is that the drugs stay in the system longer and the people can be charged with DUI a week after they have used these items. People will start thinking it is okay because they have been made legal.

[9:57:38 PM](#)

11.6 Mayor Walker clarified that this is a \$30,000 annual program for the person they are going to hire. He asked what the go-forward plan will be in three years when this funding drops off. Chief Roberts indicated the goal of this is that this program will become self-sufficient in three years. They want people in the community to see the value of this program.

Mayor Walker said he is supportive of this program because of the data that backs it up. He said he likes the idea of this program being self-sufficient in three years. That has to be a priority.

[10:00:47 PM](#)

\*\*\* **Councilmember Summerhays moved to extend the meeting past 10:00 p.m. Councilmember Colbert seconded the motion.**

[10:01:06 PM](#)

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

**12.0 Discussion: Traverse Ridge Special Service District Sale Dome**

[10:01:55 PM](#)

12.1 Russ Fox, Assistant City Manager, briefed the City Council on the proposed salt dome at SunCrest. He noted the payback on this proposal is 21 years. There is not a lot of cost savings because the trucks would still have to go down the hill to get gas. Staff did look into having a fuel station on the hill. This adds approximately \$40,000 to the cost. One of the things this does not show is the number of employee hours involved in refueling and reloading down the hill. There is an additional safety factor by having the station on the mountain.

[10:07:00 PM](#)

12.2 Councilmember Colbert asked whether there is any way to quantify the improvement of service that would happen with the proposed salt dome. Mr. Fox noted part of the analysis does address the number of man hours involved. It is difficult to quantify the safety issues or the response mobilization time. They would not have anyone staying at the substation at night.

[10:12:33 PM](#)

12.3 Mr. Fox indicated the \$1.6 million the City has set aside from the Traverse Ridge Special Improvement District (TRSSD) for this project can also be used for necessary road maintenance. He asked the Council whether they wanted staff to move forward with the salt dome proposal. The proposed salt substation is \$1.6 million. They can do an actual salt dome for \$250,000.

Councilmember Colbert noted he is not sure the salt dome meets the architectural guidelines for SunCrest and he is not sure the City is or should be exempt from that. He expressed his opinion that there should be a public process up at SunCrest. The City will need to sell the benefits for this. From a life safety issue, he thinks this is a benefit.

10:15:40 PM

12.4 Councilmember Summerhays noted he has bought 500 gallon fuel tanks for \$500. They are used, but they are very inexpensive.

10:16:05 PM

12.5 Mr. Fox noted the fuel station would have a 1,000 gallon tank that is self-contained. Staff had to look at this carefully because this is on a landslide area.

10:16:49 PM

12.6 Councilmember Colbert stated this building would be plumbed for natural gas. He would like to see the City moving towards having CNG vehicles. Questar has grant opportunities for this sometimes.

10:17:31 PM

12.7 Councilmember Stenquist stated this is a good idea. He questioned some of the numbers previously but he is comfortable with the analysis. He asked whether this changes the personnel costs.

Mr. Wiley noted they took into account the hourly wage of the staff and projected that overtime. Mr. Fox advised that information is on the spreadsheet.

10:20:19 PM

12.8 Mr. Dobbins advised staff would like to meet with the SunCrest residents and gather their feedback. Staff will bring the results back to the Council for review. The City Council will then have to decide whether they want to move forward with this project. He asked whether the City Council would be holding a public hearing to take input from the residents on this issue.

Councilmember Colbert noted he is not sure they need a public hearing; however, they do need an information meeting, and they need to take public input. The Council needs to address the concerns. People have a valid concern and if they do not think the pay off makes sense, the City should be able to explain why they are moving forward if that is the direction they decide to go.

10:22:06 PM

12.9 Councilmember Summerhays expressed his opinion that they need the dome and the building.

[10:24:04 PM](#)

12.10 Councilmember Summerhays stated he would like to get moving on this soon. He wants to start construction or get it off the books soon.

[10:25:42 PM](#)

12.11 Doug Fowler, 2022 Eagle Crest Drive, noted he has been actively involved in this process. He raised this as a major concern last fall when they were told there would be a salt dome up there. He distributed a survey to the residents in SunCrest, and he received over 300 responses. Over ninety-five percent of the responses were against the construction of the dome. A 20 year return on the money does not seem like a good investment. The TRSSD pays to support the awesome job the staff already does to keep the roads clear. The residents want a voice on where their funds are getting spent. They are already paying for three full-time people being on staff. The community does not want this building up on the hill. The streets are already better cared for than the roads in Highland, Alpine, or even downtown Draper. He expressed concern that the residents are not assessed fairly. The owner of a \$2 million home should not have to pay more than the owner of a \$500,000 home. Draper City owns most of the property up there, and they do not have to pay into the TRSSD.

[10:22:29 PM](#)

\*\*\* Mayor Walker noted he wanted to read the consent items into the record because they were appointing a lot of people to serve on commissions, and they approved important items. He read the list as follows:

- 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

[10:24:36 PM](#)

\*\*\* Councilmember Stenquist noted Kenzie Hall was eliminated from American Idol tonight. She tweeted that she felt bad that she let people down. Councilmember Stenquist recommended the City give her some sort of recognition for her efforts. She did great.

**13.0 Adjournment**

[10:29:29 PM](#)

13.1 A motion to adjourn was made by Councilmember Colbert and seconded by Councilmember Stenquist.

[10:29:44 PM](#)

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

DRAFT

[Return to Agenda](#)

# CONSENT

## ITEM #B

**MINUTES OF THE DRAPER CITY COUNCIL RETREAT HELD ON FEBRUARY 21-22, 2014, IN THE ZERMATT CONFERENCE ROOM AT 784 WEST RESORT DRIVE, MIDWAY, UTAH, 84049.**

**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; and Rachelle Conner, City Recorder

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David Dobbins, City Manager, reviewed an outline of the topics staff would like to go over in this retreat.

**I. Staff Introduction**

- a. Dissemination of information the City Council
  - i. How much, how often, and what format
- b. Follow-through on Council direction
- c. Communication between staff and Council Members
- d. Council sets policies, staff implements the police. Lack of clear results in confusion and frustration for everyone.
  - i. Review adopted policies

The Council and staff discussed options for communication. The ideas included:

- Updated Project List in Dropbox
- Monthly Reports
- List of Council Events
- Department Head Report
- Breaking News
  - Send Text Messages
- Weekly Police Brief

Russ Fox, Assistance City Manager, advised if the Council wants a due date on a specific assignment, they should let him know.

Mr. Dobbins indicated he is fine with the employees talking directly with the Council. He has just asked staff to let him know about any Council requests so he can have a plan to bring the item back to the entire Council for approval.

Mr. Dobbins then stated staff has met with three different groups of developers to see what the City can do to improve their experience. Some of the concerns were that no one answers or returns phone calls, the developers do not know where they are in the inspection process, and

staff is not always available before ten in the morning or in the afternoon. Mr. Dobbins explained he changed the staff's work hours back to five eights in order to better meet the development community's needs. Mr. Dobbins stated he has tried to convey to the employees that contact is important and that delays cost the builders a lot of money. One of the challenges they face is that development is cyclical. The City can be really slow one month and then get slammed the next. The City is working with a relatively small staff so that is sometimes difficult.

## **II. City Council Meetings**

- a. Formal policies to govern meetings
- b. Roberts Rules
- c. Formalize Council direction: initiate Code changes or other action
- d. Staff reports and presentations: Changes? Applicant presentation?
- e. Agenda setting: Mayor and Council roles (2-1-040 and 060)

The Council indicated they would like to go through all of the current policies and decide which ones they would like to keep. Mayor Walker explained he would like to have a policy and procedure manual with all of the policies in one document or adopt an ordinance with this information. The Council discussed ways to improve the meeting procedure, which included:

- Provide a handout at the Council meetings with the meeting policy for the public
- On Discussion Items, list on the agenda that no public comment will be taken
- Do not allow someone extra time if they are speaking for a group. Three minutes is long enough to make a point.

Mr. Dobbins asked the Council what order they would like the presentation to be made. The consensus was as follows:

- Staff Report
  - If Planning Commission has a split vote, provide information as to why the commission members voted no
  - Have an executive summary for each item on the agenda
- Public
  - It is not a good idea for the Council Members to speak with the public about items on the agenda prior to the meeting. If they do, it should be disclosed in the public hearing.
- Applicant

Mr. Dobbins asked the Council to be more formal on their requests. If one person wants something done, they need to be clear on whether the entire Council is in agreement.

The Council discussed the need to improve the website. They indicated some information is hard to locate, and the audio streaming needs to work better.

### **III. Council Priorities**

#### **a. 2014 Project Priorities (review list of all projects)**

Mr. Dobbins noted staff wants to be able to focus at any given time on what the Council priorities are. The major project list included the following:

- SunCrest Trail Open Space Master Plan
- Water Pro Merger
- Electronic Signs
- Public Works Substation
- Freeway Pump Station
- Police Addition
- Park School
  - Demolition cost for Park School
- Dog Park
  - Find advocacy group
  - Identify 3 sites to bring to Council
- Prison Relocation
- Cemetery Options
  - New locations
- Parking for Equestrian Center
- 13400 South
- Widening 300 East
- Open 13200 South
- Velodrome
- Recreation Center or Field House
- Artificial Turf Field

Mr. Dobbins indicated staff will put a cost to each of these items and bring them back to the Council to prioritize.

Councilmember Stenquist updated those present on the Velodrome. He noted the Draper Cycle Park Committee is a 501c3 organization, and they meet monthly. They received a donation from Mountain Star Health for \$10,000. The committee paid an engineering firm to come up with a drawing. The cost for just the Velodrome is \$1.5 million. The costs for the parking lot and other items are separate. The committee also hired a consultant that helps non-profits with fund raising. They met with Mark Miller Group and was asked what the Mark Miller Group would get for their money. This would be a City-facility, and the City would maintain it. The programming for events and what is happening there would be done by this committee. The Bylaws for the

501c3 states that a Draper City Council member is a part of their board. Councilmember Stenquist then reviewed the committees vision for operations and maintenance.

Mr. Dobbins indicated Draper is on the list for ZAP Tax money next year. Salt Lake County will want to know what Draper's priority is within next few months. The two options for discussion were a field house and a recreation center.

#### **IV. General Plan/City Code Updates**

- a. PUD – smaller single-family lots
- b. Best locations for multi-family
  - i. Identifying areas acceptable to City makes for a better process with developers and property owners
- c. Ordinances
  - i. Staff follows the ordinances adopted by the City Council
    - 1. If changes need to be made, the Council needs to initiate the change, not staff
  - 1. Liquor licensing, special events, deferrals

The Council discussed the need to update the General Plan.

Mr. Fox reviewed the alcohol licenses the City has available and what the licenses allow.

#### **V. Financial Status**

- a. Impact fees
  - i. Impact fees for parks cover construction only, not on-going maintenance
  - ii. Have not identified funding source for this cost
- b. City fees
  - i. Does the City want full cost recovery for all fees?
  - ii. Does the grant exceptions for the School District, non-profits, Draper Days, etc.

Mr. Dobbins explained any impact fee collected must be used for projects. Maintenance costs cannot be taken from impact fees. The City has not yet identified a funding source for maintenance costs. The Council needs to decide if they want to continue with impact fees, and if they do, they need to come up with funding source for maintenance. The City is already behind on parks and trails maintenance. The parks crews have said they need three new full-time employees in order to be whole. The Council and staff discussed options for parks and usage. They also talked about the option of charging a parks fee. A \$2.08 fee would raise \$300,000 each year.

The consensus was to compile information of all the costs and bring it to the Council. The Council was not in favor of raising the impact fees very high.

**VI. Boards and Commissions**

- a. Current make-up
- b. Term limits

Mayor Walker asked whether the Council wants people on the commissions that do not live in Draper. There are some members that have businesses in the city that serve. The Council agreed to leave it as is. The Council also agreed that the commission members should have a say in who is appointed. They recommended having an Internship Program before someone is appointed.

Mayor Walker told the story of the Attack on Pearl Harbor and the resulting “Doolittle Raid” on Japan. His point was that the City should not lose their vision. They need to think on their feet and go forward. The City Council is representing the residents. They do the best they can even though they do not always make everyone happy.

The Council and staff then discussed Draper Days. They are cutting back on costs this year. There will only be one night of professional entertainment. They will stop the concert at 10:00 p.m. and then start the fireworks. They discussed having more food throughout the park and making sure there was enough power in the park.

[Return to Agenda](#)

# CONSENT

## ITEM #C

**RESOLUTION NO. 14-12**

**A RESOLUTION APPOINTING TRACIE GUNDERSON  
TO THE DRAPER CITY PLANNING COMMISSION**

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

**WHEREAS**, members of the Planning Commission have been appointed by the City Council; and

**WHEREAS**, the resignation of a regular member of the Planning Commission has left a vacancy to be filled; and

**WHEREAS**, Tracie Gunderson has served as an alternate to the Planning Commission and has expressed a willingness to serve as a regular member of the Draper City Planning Commission and to participate in its deliberations.

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

**Section 1. Appointment.** Tracie Gunderson is hereby appointed to fill the unexpired term listed below as a member of the Draper City Planning Commission according to the laws, ordinances, and regulations governing the Planning Commission and its members for the term specified herein.

**Tracie Gunderson March 4, 2014, through June 30, 2017**

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

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

**PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, ON THIS THE 4<sup>th</sup> DAY OF MARCH, 2014.**

**ATTEST:**

**DRAPER CITY**

\_\_\_\_\_  
**Rachelle Conner, City Recorder**

\_\_\_\_\_  
**Mayor Troy K. Walker**

[Return to Agenda](#)

# CONSENT ITEM #D

# REQUEST FOR COUNCIL ACTION

|   |   |
|---|---|
| <b>To:</b>  | <u>Mayor Smith &amp; City Council</u>   |
| <b>From:</b>  | <u>Todd Hammond</u>   |
| <b>Date:</b>  | <u>March 4, 2014</u>  |
| <b>Subject:</b>   | <u>Assessment in Lieu Agreement – Oliverson Residence</u><br><u>(Agreement No. 14-23)</u> |
| <b>Committee</b>  |   |
| <b>Presentation:</b>  |   |
| <b>Staff Presentation:</b>  |   |
| <b>RECOMMENDATION:</b>  |   |
| <b>Recommend authorizing the Mayor to sign the Assessment-In-Lieu Agreement for Oliverson Residence</b>   |   |
| <b>BACKGROUND AND FINDINGS:</b>   |   |
| Andrew Oliverson has applied for a building permit at 13370 South Fort Street. One requirement for the permit is that he install frontage improvements, but currently there are no adjacent frontage improvements on Fort Street to tie into.   |   |
| Mr. Oliverson wishes to pay the City the cost of the required public improvements in lieu of constructing them at this time. The assessment in lieu option is best for the City because the money can be reserved until it is possible for the City to improve a larger section of the street all at once, resulting in a better final product. |   |
| <b>PREVIOUS LEGISLATIVE ACTION:</b>   |   |
| N/A   |   |
| <b>FISCAL IMPACT: Finance Review:</b> <u>BW</u>   |   |
| Draper City cost estimate for improvements are \$17,000.00. This will be the required payment from Mr. Oliverson.   |   |
| <b>SUPPORTING DOCUMENTS:</b>  |   |
| <ul style="list-style-type: none"><li>• Assessment-In-Lieu Agreement – Oliverson Residence</li></ul>  |   |

**WHEN RECORDED, MAIL TO:**

Draper City Recorder  
1020 East Pioneer Road  
Draper, UT 84020

**Affects Tax ID # 28-32-376-024**

**ASSESSMENT-IN-LIEU AGREEMENT**

(Pursuant to Draper City Municipal Code 9-27-110(c))

**THIS AGREEMENT** is made by and between ANDREW & JOCELYN OLIVERSON of \_\_\_\_\_, Draper Utah (hereinafter referred to as "Developer"), and **DRAPER CITY**, a Utah municipal corporation (hereinafter referred to as the "City"), whose address is 1020 East Pioneer Road, Draper, Utah 84020.

**RECITALS:**

**WHEREAS**, Developer has applied for a building permit on Property located at 13370 So. Fort Street, Draper Utah, which Property is more particularly described in Exhibit "A," attached hereto and incorporated herein by this reference, hereinafter referred to as the "Property"; and

**WHEREAS**, City ordinances require, prior to the issuance of a building permit, the dedication of all necessary public right-of-way and installation therein of all public improvements including without limitation, curb and gutter, parking strips and associated landscaping, sidewalk, and paved street improvements; and

**WHEREAS**, in lieu of requiring full frontage or right-of-way improvements, Draper City Municipal Code Section 9-27-110(c) grants the Developer the opportunity to place funds in an escrow account equal to the estimated cost, as determined by the City Engineer's calculations, and as approved by the City Council, of the Developer's obligation for frontage improvements; and

**WHEREAS**, Developer has applied for the opportunity to utilize Section 9-27-110(c), and this application qualifies for payment of an assessment-in-lieu because the fronting roadway and improvements are not reasonably accomplished at this time without other regional roadway and drainage infrastructure, for which the City has neither plans nor funding to build at present; and

**WHEREAS**, the City is willing to grant Developer the ability to satisfy the obligation to provide all frontage improvements upon payment of an in-lieu assessment subject to the terms and conditions set forth in this Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Assessment-in-Lieu Agreement – Oliverson Residence

1. **Recitals.** The recitals are hereby incorporated as if fully set forth here within.
2. **Payment of Assessment-in-Lieu.** Developer hereby agrees to pay and herewith deposits into the City's escrow account the estimated cost, as determined by the City Engineer's calculations (attached hereto as Exhibit "B"), and as approved by the City Council, of the Developer's obligation for frontage improvements. The frontage improvements include clearing and grubbing; removing existing trees; excavating, removing and legally disposing existing right-of-way materials including curb, gutter, sidewalk and asphalt; constructing any retaining walls; making utility relocations such as water meters, power poles, secondary irrigation services and obtaining their associated easements; constructing new storm drain improvements, curb and gutter, sidewalk, parkstrip, drive approaches and driveway transitions; installing landscaping, sprinklers, parkstrip trees; and making appropriate and necessary asphalt structural pavement section transitions (the "Improvements") along the Property's public street frontage.
3. **Right of Way Use for Construction.** During such time as the Improvements are being installed, City may work within the right-of-way to accomplish such installation. City shall provide a smooth transition from the sidewalk into the fronting properties to bring existing landscaping and improvements to a finished state. Developer agrees there shall be no future compensation for removal or disruption of improvements within the right-of-way such as shrubs, trees and landscaping at such future time that the City constructs the Improvements. Fences shall not be allowed in the right-of-way. The removal of existing materials and installation of Improvements described herein shall be deemed to include removal of all conflicting landscaping, mailboxes, and relocation of all utilities.
4. **Release of Obligation to Install Improvements.** Upon Developer's deposit of the assessment-in-lieu into the City's escrow account, City hereby grants Developer a release of the obligation to install the Improvements along the Property's public street frontage.
5. **Maintenance Obligations.** After completion of said Improvements, Developer shall remove sidewalk snow, weeds and noxious vegetation from the property line to the curb line of the street in accordance with the Draper City Municipal Code. City shall repair, remove, replace, maintain, preserve and protect all concrete curb, gutter and sidewalk improvements within and along said public street.
6. **Covenants.** The foregoing covenants in each and every particular are and shall be construed as real covenants and shall run with the property described herein, and the same are hereby made binding upon the heirs, representatives, devisees, assigns and successors in interest of the parties hereto.
7. **Default.** The parties herein each agree that should they default in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorneys' fees, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by the statutes or other laws of the State of

Assessment-in-Lieu Agreement – Oliverson Residence

Utah, whether such remedy is pursued by filing suit or otherwise, and whether such costs and expenses are incurred with or without suit or before or after judgment.

8. **Amendments.** Any amendment, modification, termination, or rescission (other than by operation of law) which affects this Agreement shall be made in writing, signed by the parties, and attached hereto.

9. **Successors.** This Agreement shall be binding upon and inure to the benefit of the legal representatives, subsequent owners, successors and assigns of the parties hereto.

10. **Notices.** Any notice required or desired to be given hereunder shall be deemed sufficient if sent by certified mail, postage prepaid, addressed to the respective parties at the addresses shown in the preamble.

11. **Severability.** If any portion of this Agreement for any reason is declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.

12. **Governing Law.** This Agreement and the performance hereunder shall be governed by the laws of the State of Utah.

13. **Waiver.** No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision, regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving party.

14. **Captions.** The captions preceding the paragraphs of this Agreement are for convenience only, and shall not affect the interpretation of any provision herein.

15. **Integration.** This Agreement, together with its recitals and exhibits, contains the entire and integrated agreement of the parties regarding the deferral and installation of the Improvements as of the date hereof, and no prior or contemporaneous promises, representations, warranties, inducements, or understandings between the parties pertaining to the subject matter hereof which are not contained herein shall be of any force or effect.

16. **Other Security.** This Agreement does not alter the obligation of Developer to provide security in acceptable form under applicable ordinances or rules of the City or any other governmental entity having jurisdiction over Developer.

17. **Exhibits.** Any exhibits to this Agreement are incorporated herein by this reference, and failure to attach any such exhibit shall not affect the validity of this Agreement or of such exhibit. An unattached exhibit is available from the records of the parties.

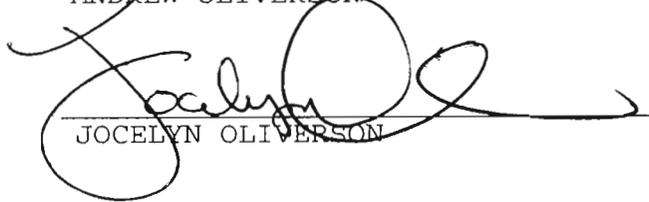
Assessment-in-Lieu Agreement – Oliverson Residence

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective, duly authorized representatives as of the 25<sup>th</sup> day of February, 2014.

**“DEVELOPER”**



ANDREW OLIVERSON



JOCELYN OLIVERSON

**“CITY”**

**DRAPER CITY**

**ATTEST:**

\_\_\_\_\_  
City Recorder

By: \_\_\_\_\_  
Mayor

Assessment-in-Lieu Agreement – Oliverson Residence

**CITY ACKNOWLEDGMENT**

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

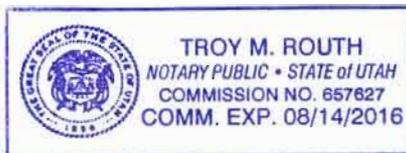
On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared before me Troy K. Walker, who being duly sworn, did say that he is the Mayor of Draper City, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Troy K. Walker acknowledged to me that the City executed the same.

\_\_\_\_\_  
Notary Public

**DEVELOPER ACKNOWLEDGMENT**

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

On the 25<sup>th</sup> day of February, 2014, personally appeared before me Andrew Oliverson + Jocelyn Oliverson who being duly sworn, did say that they are the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.



\_\_\_\_\_  
Notary Public

**EXHIBIT A**

**PROPERTY LEGAL DESCRIPTION**

| <b>Legal Description for Tax ID 28-32-376-024</b>            |
|--|
| BEG E 1445.02 FT & N 206.22 FT & S 34°30' W 72 FT FR SW COR  |
| SEC 32, T 3S, R 1E, SLM; N 34°30' E 153 FT; N 85° W 502 FT   |
| TO CENTERLINE OF E JORDAN CANAL; SW LY ALG SD CENTERLINE TO  |
| A PT N 85° W FROM BEG; S 85° E 481.67 FT M OR L TO BEG. LESS |
| ST. 1.5 AC M OR L.   |

Exhibit B



**COST ESTIMATE FOR FRONTAGE IMPROVEMENTS**  
**Oliverson Residence**

| Item #   | Description                         | Quantity | Unit | Unit Cost  | Item Total         |
|--|-------------------------------------|----------|------|------------|--------------------|
|  | Roadway Excavation                  | 85       | CY   | \$18.00    | \$1,530.00         |
|  | Remove & Replace Mail Box           | 1        | Ea   | \$100.00   | \$100.00           |
|  | Sawcut Asphalt                      | 153      | LF   | \$1.25     | \$191.25           |
|  | Concrete Sidewalk                   | 765      | SF   | \$3.50     | \$2,677.50         |
|  | Concrete Flared Drive Approach      | 182      | SF   | \$4.00     | \$728.00           |
|  | 15" RCP (40% Length)                | 20       | LF   | \$40.00    | \$800.00           |
|  | Hooded SD Inlet Box (40%)           | 0.4      | Ea   | \$2,200.00 | \$880.00           |
|  | Concrete Curb & Gutter              | 153      | LF   | \$18.00    | \$2,754.00         |
|  | 8" Untreated Base Course            | 12       | CY   | \$40.00    | \$480.00           |
|  | 4" HMA Surface Course               | 12       | Ton  | \$90.00    | \$1,080.00         |
|  | 12" Granular Borrow                 | 17       | CY   | \$30.00    | \$510.00           |
|  | Park Strip Tree                     | 4        | Ea   | \$325.00   | \$1,300.00         |
|  | Park Strip Landscaping & Irrigation | 889      | SF   | \$2.00     | \$1,778.00         |
| Subtotal   |                                     |          |      |            | \$14,808.75        |
| Contingency, Engineering, & Construction Surveying |                                     |          |      | 15%        | \$2,200.00         |
| <b>Total (Rounded)</b>                             |                                     |          |      |            | <b>\$17,000.00</b> |

Return to Agenda

CONSENT  
ITEM #E

# REQUEST FOR COUNCIL ACTION

|  |   |
|--|---|
| <b>To:</b>   | <b>Mayor &amp; City Council</b>   |
| <b>From:</b>   | <b>Todd Hammond, Engineering</b>  |
| <b>Date:</b>   | <b>March 4, 2014</b>  |
| <b>Subject:</b>  | <b>Resolution No. 14-__ A Resolution of the Draper City Council Determining Credits Due for System Improvements at the Oliverson Residence Development, 13370 South Fort Street</b> |
| <b>Committee Presentation:</b>   | N/A   |
| <b>Staff Presentation:</b>   | N/A   |
| <b>RECOMMENDATION:</b><br>City Council approve Resolution No. 14-__ determining credits due for system improvements at the Oliverson Residence development.  |   |
| <b>BACKGROUND AND FINDINGS:</b><br>The Oliverson Residence development is located on Fort Street which is on the City's master transportation plan to be widened to a 66 foot minor collector. Accordingly, the City has required the applicant to dedicate a 33 foot right of way half width and allowed the applicant to pay an assessment in lieu of installing the widened roadway section. Because Fort Street is on the Impact Fee Facilities Plan, the right of way dedication and over-sized portion of the improvement costs are eligible for reimbursement or fee credit.<br><br>This resolution determines the amount to be reimbursed to the applicant, which is \$3,735.10 for three feet of right of way dedication and \$2,070.00 for the asphalt pavement transition, for a total of \$5,805.10. |   |
| <b>PREVIOUS LEGISLATIVE ACTION:</b><br>Agreement #14-23, Assessment in Lieu Agreement, was put on today's agenda as a consent item.  |   |
| <b>FISCAL IMPACT: Finance Review:</b> <u>BW</u><br>\$5,805.10 from Assessment-in-Lieu funds (Agreement 14-23)  |   |
| <b>SUPPORTING DOCUMENTS:</b> <ul style="list-style-type: none"><li>• Site Exhibit</li></ul>  |   |

**RESOLUTION NO. 14-20**

**A RESOLUTION OF THE DRAPER CITY COUNCIL DETERMINING CREDITS DUE FOR SYSTEM IMPROVEMENTS AT THE OLIVERSON RESIDENCE DEVELOPMENT, 13370 SOUTH FORT STREET**

**WHEREAS**, Draper City Municipal Code Chapter 5-15 sets forth the terms of public improvement installation and financing and authorizes reimbursement for oversizing public facilities not included in the Capital Improvement Plan as well as authorizing credit and reimbursement for installation of system improvements included in the City's Capital Improvement Plan; and

**WHEREAS**, Section 5-15-040(c) requires developers seeking credits for system improvements to submit, prior to commencing construction, acceptable engineering drawings and specifications and construction cost estimates to the City Engineer in accordance with current City Standards, and the City Engineer shall recommend the maximum amount of credits and reimbursement for the proposed system improvements based on either these cost estimates or on alternative engineering criteria and constructions cost estimates if the estimates submitted by the developer are deemed by the City Engineer to be either unreliable, inaccurate, or excessive; and

**WHEREAS**, Section 5-15-040(c) further requires the City Council to determine, by resolution, the amount of credits due to a developer, taking into consideration the proportionate share of the benefit of the improvements to the developer's project and to fulfilling the Capital Facilities Plans; and

**WHEREAS**, Andrew Oliverson, the developer and proprietor of Oliverson Residence development, has submitted acceptable engineering drawings and specifications and construction cost estimates in accordance with Section 5-15-040(c) for over-sizing his half of Fort Street from 30 feet to 33 feet in width, and the City Engineer has recommended the maximum amount of credits and reimbursements for the proposed system improvements.

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

**Section 1. Determination of Credits Due.** Based upon the recommendation of the City Engineer and in compliance with Section 5-15-040(c) of the Draper City Municipal Code, this City Council hereby determines ~~to~~ the amount of credit due to Andrew Oliverson (developer) for the Oliverson Residence development to be as follows:

For over-sizing the west half of Fort Street from 30' wide (required for a local street) to 33' wide (required for a two lane residential collector). This street is on the Impact Fee Facilities Plan adopted within the Draper Impact Fee Analysis dated December 30, 2004 and is eligible for reimbursement or fee credit.

Right of Way Dedication:

153 feet long x 33 feet wide = 5,049 sq. ft.  
x \$8.25/sq. ft.

= \$41,654.25 Credit from Draper City

|  |            |
|--|------------|
| Proportionate Share of the benefit of the improvements to the developer's project: | 90.9%      |
| Proportionate Share to fulfilling the Capital Facilities Plans:                    | 9.1%       |
| Sub-Total ROW Dedication Reimbursement:  | \$3,790.54 |
| Proportionate Share of Developer's Property Taxes:                                 | -\$55.44   |
| Total ROW Dedication Reimbursement:  | \$3,735.10 |

Asphalt Pavement Transition:

153 feet long x 3 feet wide = 459 sq. ft.  
x \$4.51/sq. ft.

= \$2,070.00 Credit from Draper City

Total Reimbursement = \$3,735.10 (ROW)  
+ \$2,070.00 (Asphalt Pavement Transition)  
**\$5,805.10**

**Section 2. Balance of Construction Costs.** Pursuant to 5-15-040(c), the amount of the reimbursement for the system upsize as approved by the City Engineer shall be reimbursed from assessment-in-lieu funds collected.

**Section 3. Letter or Certificate.** Based upon this review and determination, the City Manager shall, prior to payment of the assessment-in-lieu amount for system improvements, provide the developer with a letter or certificate setting forth the maximum dollar amount of credit and reimbursement, the rationale for the credit and reimbursement, and the legal description or other adequate description of the system improvements for which credits and reimbursement will be approved. The developer shall sign and date a duplicate copy of such letter or certificate indicating developer's agreement to the terms set forth and return the signed document to the City Manager prior to any credit and reimbursement being paid or granted. The failure of the developer to sign, date and return such document within 30 days from receipt shall nullify the credit and reimbursement approval.

**Section 4. Compliance with Chapter 5-15.** All other provisions of Chapter 5-15 of the Draper City Municipal Code shall be strictly observed.

**Section 5. 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 6. Effective Date.** This Resolution shall become effective immediately upon its passage.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2014.**

ATTEST:

DRAPER CITY

\_\_\_\_\_  
City Recorder

By: \_\_\_\_\_  
Mayor

WHEN RECORDED, MAIL TO:  
Draper City Corporation  
1020 East Pioneer Road  
Draper City, Utah 84020

Affecting Tax ID: 28-32-376-024

**DEED OF DEDICATION AND ACCEPTANCE**

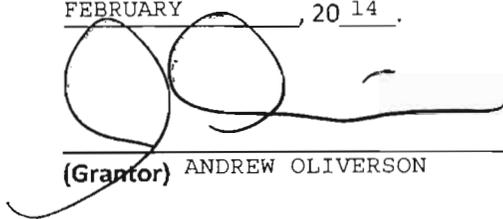
Draper City  
Salt Lake County

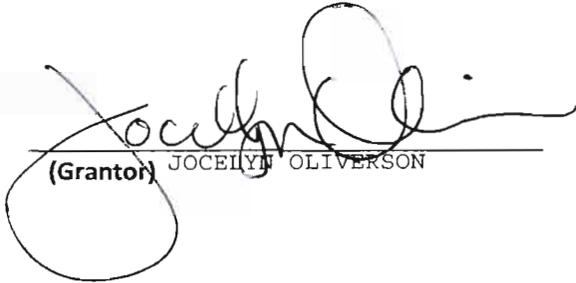
That ANDREW & JOCELYN OLIVERSON, Grantor herein, in consideration of the sum of Ten Dollars and other good and valuable consideration paid to Grantor by **Draper City**, a Utah municipal corporation, Grantee herein, receipt of which is hereby acknowledged, does hereby grant, release, convey, and warrant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

See 'Exhibit 1' for Legal Description

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

IN WITNESS WHEREOF, the Grantor has executed this Deed of Dedication this 25<sup>TH</sup> day of FEBRUARY, 2014.

  
\_\_\_\_\_  
(Grantor) ANDREW OLIVERSON

  
\_\_\_\_\_  
(Grantor) JOCELYN OLIVERSON

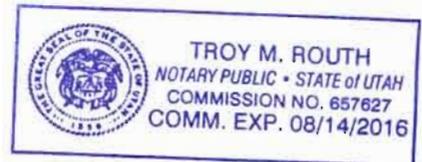
STATE OF UTAH )  
 ) ss.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 25<sup>TH</sup> day of February, 2014, by Andrew Oliverston & Jocelyn Oliverston, Grantor.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 8/14/16

Residing in: Salt Lake



**ACCEPTANCE OF DEDICATION**

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

DRAPER CITY

\_\_\_\_\_  
Troy K. Walker, Mayor

ATTEST:

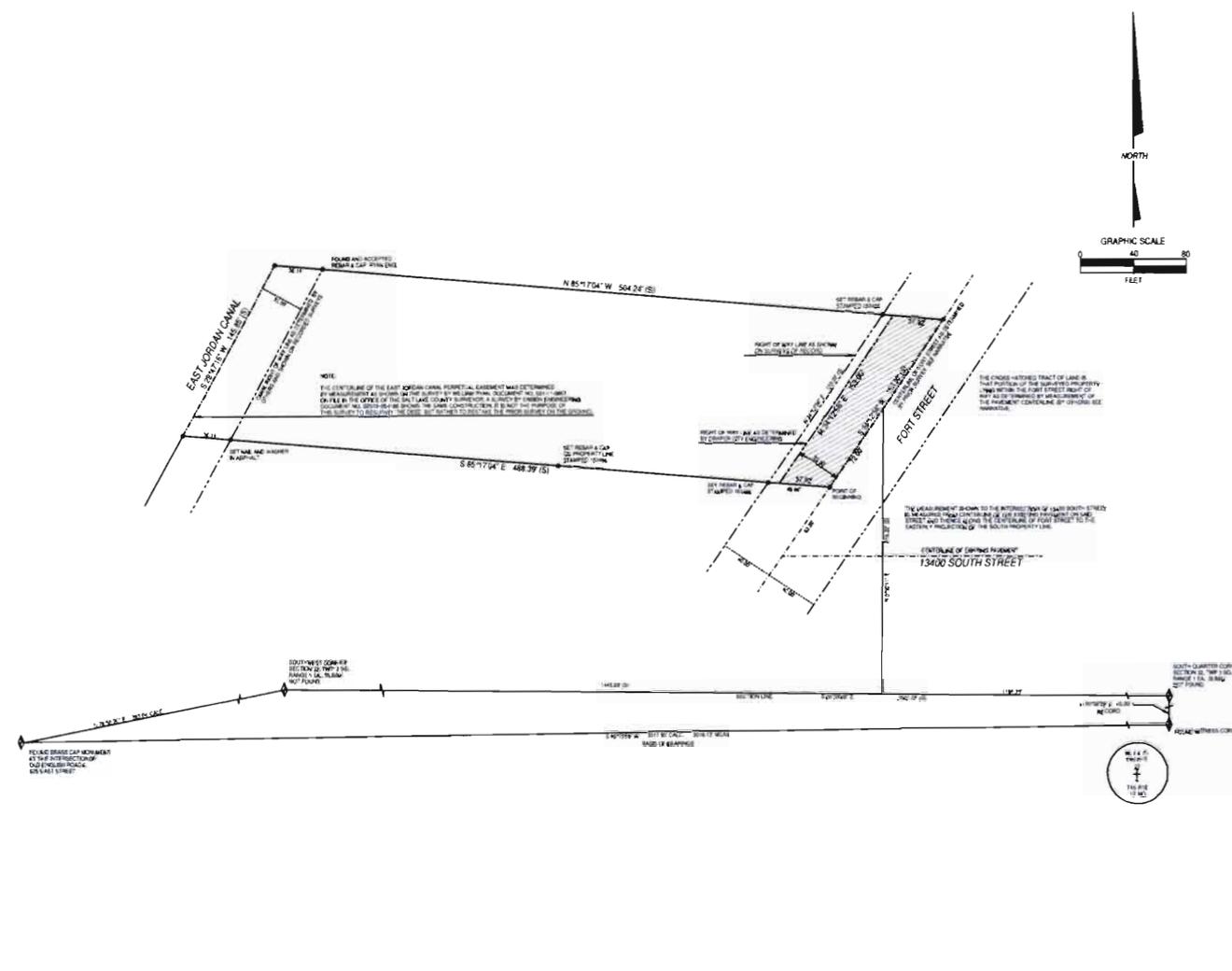
\_\_\_\_\_  
Rachelle Conner, City Recorder

Exhibit 1  
Legal Description  
Description of land to be dedicated for roadway (Fort Street)

A tract of land to be dedicated to Draper City for roadway purposes, said tract being 33.00 feet wide as measured from the centerline of pavement, and being more particularly described as follows:

**DESCRIPTION OF LAND TO BE DEDICATED FOR ROADWAY (FORT STREET)**

BEGINNING at a point South 89°29'49" East, 1445.69 feet along the section line and North 0°30'11" East 216.22 feet and South 34°12'56" West 72.00 feet from the Southwest corner of Section 32, Township 3 South, Range 1 East, Salt Lake Base and Meridian, said point being on the centerline of Fort Street ( a county road ); thence North 85°17'04" West, 37.92 feet, to the westerly (33.00') right of way line of Fort Street; thence North 34°12'56" East, 153.00 feet, along said right of way; thence South 85°17'04" East, 37.92 feet; thence South 34°12'56" West, 153.00 feet to the POINT OF BEGINNING; said described tract containing 5049 square feet, or 0.12 Acres, more or less.



**SURVEYORS CERTIFICATE**

I, **CURTIS D. CURTIS**, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 453486, AS PRESCRIBED BY UTAH STATE LAW. I FURTHER CERTIFY, TRUST BY AUTHORITY OF THE OWNER OR HIS REPRESENTATIVE, THAT I HAVE MADE A SURVEY ON THE GROUND OF THE PROPERTY DESCRIBED AND SHOWN ON THIS PLAT.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**LEGAL DESCRIPTION**

FROM TITLE REPORT BY METRO NATIONAL TITLE, OFFER NO. 25095  
 BEGINNING AT A POINT EAST 144.83 FEET, AND NORTH 206.20 FEET AND SOUTH 24.70 FEET WEST 72.00 FEET FROM THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 1 EAST, S&B LAND BASIS AND MERIDIAN, SAID POINT BEING THE CENTERLINE OF A COUNTY ROAD, AND RUNNING THENCE NORTH 40°00'00" WEST 144.83 FEET ALONG SAID CENTERLINE, THENCE NORTH 88°00'00" WEST 300.00 FEET TO THE CENTERLINE OF THE EAST JORDAN CANAL, THENCE SOUTHWEST 1/4 ALONG SAID CENTERLINE TO A POINT NORTH 88°00'00" WEST FROM THE POINT OF BEGINNING, THENCE SOUTH 88°00'00" EAST 48.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

**DESCRIPTION OF LAND TO BE DEDICATED FOR ROADWAY (FORT STREET)**

A tract of land to be dedicated to the City of Provo for roadway purposes, the tract being 33.00 feet wide as indicated from the centerline of easement, and being more particularly described as follows:  
 BEGINNING at a point South 89°29'49" East, 144.83 feet along the section line and north 0°20'17" East 314.63 feet and South 34°17'52" West 72.00 feet from the Southwest corner of Section 22, Township 3 South, Range 1 East, S&B Land Basis and Meridian, said point being on the centerline of Fort Street, a county road; thence North 88°17'52" East, 32.83 feet to the western 1/4 corner of any one of Fort Street, thence North 34°17'52" East, 153.00 feet, said corner right or way, thence South 88°17'52" East, 37.00 feet, thence South 34°17'52" West, 153.00 feet to the POINT OF BEGINNING, said described tract containing 3944 square feet, or 0.12 Acres, more or less.

**NARRATIVE**

PROPERTY SURVEYED AT THE REQUEST OF LAND-OWNER CONSTRUCTION FOR THE PURPOSE OF PROVIDING RECORDING THE CORNER FROM THE PROPOSED SURVEY. THE PROPOSED SURVEY BY PROFESSIONAL ENGINEERING DOCUMENT NO. 2011-10071, LAND-OWNER SURVEY BY PROFESSIONAL ENGINEERING DOCUMENT NO. 2011-10071, SHOWS THE SAME CORNER LOCATION AS THE PROPOSED SURVEY. THE PROPOSED SURVEY HAS BEEN DETERMINED TO BE CORRECT AND HAVE BEEN ACCEPTED. THE CENTERLINE OF FORT STREET FOR FORT STREET WAS DETERMINED BY THE PROPOSED SURVEY. BASES OF BEARINGS AS SHOWN, POSITIONS SET WITH REBAR AND CAP STAMPER IS MARKED UNLESS NOTED OTHERWISE. CORNER SET BY ENGINEERS WERE NOT FOUND AND HAVE APPARENTLY BEEN RECOVERED SINCE THOSE CORNERS SET IN 2012 WERE NOT FOUND, IT WAS NECESSARY TO RESURVEY THE PROPERTY.

**LEGEND**

- SECTION QUARTER SECTION, STREET OR OTHER SURVEY MONUMENT
- PROPERTY CORNER, NOT SET
- BOUNDARY OR PROPERTY LINE, WITH CORNER FOUND OR SET
- POINT OF WAY LINE
- CENTERLINE
- (S) REFERS TO BEARINGS AND DISTANCES FROM PRIOR SURVEYS (SEE NARRATIVE)

**ANDREW AND JOCELYN OLVERSON TRACT**

|  |                        |   |
|--|------------------------|---|
| PREPARED FOR<br><b>LANE MYERS CONSTRUCTION</b>                         |                        | <b>CURTIS &amp; ASSOCIATES</b><br>LAND SURVEYING<br>LAND PLANNING |
| LOCATION<br><b>4337 S FORT STREET, DRAPER CITY, UTAH</b>               |                        |   |
| LOCATION IN THE SW 1/4 OF SECTION 25, TWP 3 SOUTH, RANGE 1 EAST, S&B M |                        | WITH A REBAR OR SANDY STAR MARK<br>PHONE: (801) 971-8800          |
| DATE<br><b>JANUARY 25, 2012</b>  | SCALE<br><b>1"=40'</b> |   |

REVISION  
 AT THE REQUEST AND DIRECTION OF DRAPER CITY, THE FORT STREET RIGHT OF WAY WAS DETERMINED TO BE 33.00 FEET FOR THE HALF WIDTH AND WAS REVISED ON THIS SURVEY ACCORDINGLY, BY CURTIS FEB 26, 2012

[Return to Agenda](#)

# CONSENT

## ITEM #F

# REQUEST FOR COUNCIL ACTION

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|   |  |
|---|--|
| <b>To:</b>  | <b>Mayor Smith &amp; City Council</b>  |
| <b>From:</b>  | <b>Todd Hammond</b>  |
| <b>Date:</b>  | <b>March 4, 2014</b>   |
| <b>Subject:</b>   | <b>Assessment in Lieu Agreement with Boulter Street Partners, LLC – Dana Minor Subdivision (Agreement No. 14-07)</b> |
| <b>Committee Presentation:</b>  |  |
| <b>Staff Presentation:</b>  |  |
| <b>RECOMMENDATION:</b>  |  |
| <b>Recommend authorizing the Mayor to sign the Assessment-In-Lieu Agreement with Boulter Street Partners, LLC for the Dana Minor Subdivision</b>  |  |
| <b>BACKGROUND AND FINDINGS:</b>   |  |
| Troy Dana of Boulter Street Partners, LLC, has applied for a minor subdivision at 13105 S. Boulter Street. Currently there are no frontage improvements on Boulter Street adjacent to the project.  |  |
| The applicant wishes to pay the City the cost of the required public improvements in lieu of constructing them at this time. The assessment in lieu option is best for the City because the money can be reserved until it is possible for the City to improve a larger section of the street all at once, resulting in a better final product. |  |
| <b>PREVIOUS LEGISLATIVE ACTION:</b>   |  |
| N/A   |  |
| <b>FISCAL IMPACT: Finance Review:</b> <u>    <i>rw</i>    </u>  |  |
| Draper City cost estimate for improvements are \$30,100.00. This will be the required payment from Boulter Street Partners, LLC.  |  |
| <b>SUPPORTING DOCUMENTS:</b>  |  |
| <ul style="list-style-type: none"><li>• Assessment-In-Lieu Agreement – Dana Minor Subdivision</li></ul>   |  |

**WHEN RECORDED, MAIL TO:**

Draper City Recorder  
1020 East Pioneer Road  
Draper, UT 84020

**Affects Tax ID #'s 28-33-326-005 & 28-33-326-013**

**ASSESSMENT-IN-LIEU AGREEMENT**

(Pursuant to Draper City Municipal Code 9-27-110(c))

**THIS AGREEMENT** is made by and between Boulter Street Partners, LLC of \_\_\_\_\_, Draper Utah (hereinafter referred to as "Developer"), and **DRAPER CITY**, a Utah municipal corporation (hereinafter referred to as the "City"), whose address is 1020 East Pioneer Road, Draper, Utah 84020.

**RECITALS:**

**WHEREAS**, Developer has applied for minor subdivision approval for Property located at 13105 So. Boulter Street, Draper Utah, which includes use of an access easement on the private lane at 13110 So. Boulter Street, these Properties being more particularly described in Exhibit "A," attached hereto and incorporated herein by this reference, hereinafter referred to as the "Property"; and

**WHEREAS**, City ordinances require, prior to the issuance of a building permit, the dedication of all necessary public right-of-way and installation therein of all public improvements including without limitation, curb and gutter, parking strips and associated landscaping, sidewalk, and paved street improvements; and

**WHEREAS**, in lieu of requiring full frontage or right-of-way improvements, Draper City Municipal Code Section 9-27-110(c) grants the Developer the opportunity to place funds in an escrow account equal to the estimated cost, as determined by the City Engineer's calculations, and as approved by the City Council, of the Developer's obligation for frontage improvements; and

**WHEREAS**, Developer has applied for the opportunity to utilize Section 9-27-110(c), and this application qualifies for payment of an assessment-in-lieu because the fronting roadway and improvements are not reasonably accomplished at this time without other regional roadway and drainage infrastructure, for which the City has neither plans nor funding to build at present; and

**WHEREAS**, the City is willing to grant Developer the ability to satisfy the obligation to provide all frontage improvements upon payment of an in-lieu assessment subject to the terms and conditions set forth in this Agreement;

Assessment-in-Lieu Agreement – Dana Subdivision

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals.** The recitals are hereby incorporated as if fully set forth here within.
2. **Payment of Assessment-in-Lieu.** Developer hereby agrees to pay and herewith deposits into the City's escrow account the total estimated cost, as determined by the City Engineer's calculations (attached hereto as Exhibit "B"), and as approved by the City Council, of the Developer's obligation for frontage improvements. The frontage improvements include clearing and grubbing; removing existing trees; excavating, removing and legally disposing existing right-of-way materials including curb, gutter, sidewalk and asphalt; constructing any retaining walls; making utility relocations such as water meters, power poles, secondary irrigation services and obtaining their associated easements; constructing new storm drain improvements, curb and gutter, sidewalk, parkstrip, drive approaches and driveway transitions; installing landscaping, sprinklers, parkstrip trees; and making appropriate and necessary asphalt structural pavement section transitions (the "Improvements") along the Property's public street frontage.
3. **Right of Way Use for Construction.** The typical right of way width of Boulter Street is 60 feet. During such time as the Improvements are being installed, City may work within the right-of-way to accomplish such installation. City shall provide a smooth transition from the sidewalk into the fronting properties to bring existing landscaping and improvements to a finished state. Developer agrees there shall be no future compensation for removal or disruption of improvements within the right-of-way such as shrubs, trees and landscaping at such future time that the City constructs the Improvements. Fences shall not be allowed in the right-of-way. The removal of existing materials and installation of Improvements described herein shall be deemed to include removal of all conflicting landscaping, mailboxes, and relocation of all utilities.
4. **Release of Obligation to Install Improvements.** Upon Developer's deposit of the assessment-in-lieu into the City's escrow account, City hereby grants Developer a release of the obligation to install the Improvements along the Property's public street frontage.
5. **Maintenance Obligations.** After completion of said Improvements, Developer shall remove sidewalk snow, weeds and noxious vegetation from the property line to the curb line of the street in accordance with the Draper City Municipal Code. City shall repair, remove, replace, maintain, preserve and protect all concrete curb, gutter and sidewalk improvements within and along said public street.
6. **Covenants.** The foregoing covenants in each and every particular are and shall be construed as real covenants and shall run with the property described herein, and the same are hereby made binding upon the heirs, representatives, devisees, assigns and successors in interest of the parties hereto.

Assessment-in-Lieu Agreement – Dana Subdivision

7. **Default.** The parties herein each agree that should they default in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorneys' fees, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by the statutes or other laws of the State of Utah, whether such remedy is pursued by filing suit or otherwise, and whether such costs and expenses are incurred with or without suit or before or after judgment.

8. **Amendments.** Any amendment, modification, termination, or rescission (other than by operation of law) which affects this Agreement shall be made in writing, signed by the parties, and attached hereto.

9. **Successors.** This Agreement shall be binding upon and inure to the benefit of the legal representatives, subsequent owners, successors and assigns of the parties hereto.

10. **Notices.** Any notice required or desired to be given hereunder shall be deemed sufficient if sent by certified mail, postage prepaid, addressed to the respective parties at the addresses shown in the preamble.

11. **Severability.** If any portion of this Agreement for any reason is declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.

12. **Governing Law.** This Agreement and the performance hereunder shall be governed by the laws of the State of Utah.

13. **Waiver.** No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision, regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving party.

14. **Captions.** The captions preceding the paragraphs of this Agreement are for convenience only, and shall not affect the interpretation of any provision herein.

15. **Integration.** This Agreement, together with its recitals and exhibits, contains the entire and integrated agreement of the parties regarding the deferral and installation of the Improvements as of the date hereof, and no prior or contemporaneous promises, representations, warranties, inducements, or understandings between the parties pertaining to the subject matter hereof which are not contained herein shall be of any force or effect.

16. **Other Security.** This Agreement does not alter the obligation of Developer to provide security in acceptable form under applicable ordinances or rules of the City or any other governmental entity having jurisdiction over Developer.

Assessment-in-Lieu Agreement – Dana Subdivision

17. **Exhibits.** Any exhibits to this Agreement are incorporated herein by this reference, and failure to attach any such exhibit shall not affect the validity of this Agreement or of such exhibit. An unattached exhibit is available from the records of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective, duly authorized representatives as of the 19<sup>th</sup> day of February, 2014.

“DEVELOPER”

Boulder Street Partners, LLC

Judy Danna - Manager

“CITY”

DRAPER CITY

ATTEST:

\_\_\_\_\_  
City Recorder

By: \_\_\_\_\_

Mayor

Assessment-in-Lieu Agreement – Dana Subdivision

**CITY ACKNOWLEDGMENT**

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

On the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, personally appeared before me Troy K. Walker, who being duly sworn, did say that he is the Mayor of Draper City, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Troy K. Walker acknowledged to me that the City executed the same.

\_\_\_\_\_  
Notary Public

**DEVELOPER ACKNOWLEDGMENT**

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

On the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, personally appeared before me \_\_\_\_\_ who being duly sworn, did say that they are the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

\_\_\_\_\_  
Notary Public

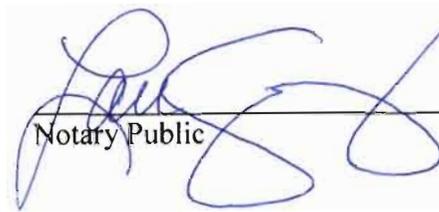
Assessment-in-Lieu Agreement – Dana Subdivision

**CITY ACKNOWLEDGMENT**

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

On the 19<sup>th</sup> day of February, 2014, personally appeared before me Troy K. Walker, who being duly sworn, did say that he is the Mayor of Draper City, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Troy K. Walker acknowledged to me that the City executed the same.



  
\_\_\_\_\_  
Notary Public

**DEVELOPER ACKNOWLEDGMENT**

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

On the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, personally appeared before me \_\_\_\_\_ who being duly sworn, did say that they are the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

\_\_\_\_\_  
Notary Public

Assessment-in-Lieu Agreement – Dana Subdivision

**EXHIBIT A**

**PROPERTY LEGAL DESCRIPTION**

| <b>Legal Description for Tax ID No. 28-33-326-005</b>     |
|---|
| COM 1385.2 FT N & S 89°14 E 1080.74 FT & N 01°57 E 683.07 |
| FT FR SW COR SEC 33 T3S R1E SL MER N 01°57 E 150.32 FT E  |
| 440 FT S 1°57 W 150.32 FT W 440 FT TO BEG 1.52 AC         |

| <b>Legal Description for Tax ID No. 28-33-326-013</b>      |
|--|
| BEG N 1385.2 FT & S 89°14 E 1080.74 FT & N 1°57 E 663.07   |
| FT FR SW COR SEC 33, T 3S, R 1E, SLM; N 20 FT; E 440 FT; N |
| 1°57 E 150.32 FT; E 429.1 FT; S 21°11 15" W 138.81 FT; S   |
| 42°05 W 54.97 FT; W 787.89 FT TO BEG. 1.75 AC M OR L       |

Assessment-in-Lieu Agreement – Dana Subdivision

**EXHIBIT B**



**COST ESTIMATE FOR FRONTAGE IMPROVEMENTS  
Dana Subdivision**

| Item #   | Description                         | Quantity | Unit | Unit Cost  | Item Total         |
|--|-------------------------------------|----------|------|------------|--------------------|
|  | Roadway Excavation                  | 147      | CY   | \$17.00    | \$2,499.00         |
|  | Remove & Replace Mail Box           | 2        | Ea   | \$100.00   | \$200.00           |
|  | Sawcut Asphalt                      | 242      | LF   | \$1.25     | \$302.50           |
|  | Concrete Sidewalk                   | 841      | SF   | \$3.50     | \$2,943.50         |
|  | Concrete Flared Drive Approach      | 581      | SF   | \$4.00     | \$2,324.00         |
|  | Asphalt Driveway Transition         | 358      | SF   | \$3.20     | \$1,145.60         |
|  | Hooded SD Inlet Box                 | 1        | Ea   | \$2,200.00 | \$2,200.00         |
|  | 15" Reinforced Concrete Pipe        | 20       | LF   | \$50.00    | \$1,000.00         |
|  | SD Cleanout Box                     | 1        | Ea   | \$2,200.00 | \$2,200.00         |
|  | Concrete Curb & Gutter              | 171      | LF   | \$18.00    | \$3,078.00         |
|  | 8" Untreated Base Course            | 35       | CY   | \$40.00    | \$1,400.00         |
|  | 4" HMA Surface Course               | 34       | Ton  | \$85.00    | \$2,890.00         |
|  | 6" Granular Borrow                  | 26       | CY   | \$25.00    | \$650.00           |
|  | Manhole to Finish Grade             | 2        | Ea   | \$450.00   | \$900.00           |
|  | Park Strip Tree                     | 3        | Ea   | \$325.00   | \$975.00           |
|  | Park Strip Landscaping & Irrigation | 770      | SF   | \$2.00     | \$1,540.00         |
| Subtotal   |                                     |          |      |            | \$26,247.60        |
| Contingency, Engineering, & Construction Surveying |                                     |          |      | 15%        | \$3,900.00         |
| <b>Total (Rounded)</b>                             |                                     |          |      |            | <b>\$30,100.00</b> |

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# CONSENT ITEM #G

**ACKNOWLEDGEMENT AND SATISFACTION OF  
PLANNED DEVELOPMENT AGREEMENT CENTENNIAL PHASE I**

This Acknowledgement and Satisfaction is made this 26<sup>th</sup> day of February, 2014 by Draper City, a municipal corporation of the State of Utah, hereinafter referred to as the "City," and Traverse Ranch, L.L.C., a Utah limited liability company, hereinafter referred to as the "Developer," and the City and Developer hereinafter jointly referred to as "the Parties."

**RECITALS:**

A. The Parties hereto entered into that certain PLANNED UNIT DEVELOPMENT AGREEMENT CENTENNIAL PHASE I (hereinafter referred to as "the Agreement"), dated October 5, 1995 and recorded in the office of the Salt Lake County Recorder on October 23, 1995 as Entry #6195495, Book 7253, Pages 2629-2638.

B. Paragraph 1.b.2)c) of the Agreement provided, "The Developer may retain Lots B and C adjoining said park and as indicated on said plat as said plats are so approved by the City Council, for the development and construction of facilities for non-profit uses in compliance with all City ordinances, codes, and regulations."

C. The Parties hereto desire to acknowledge the Agreement has been and is fully satisfied, and in particular as it relates to Paragraph 1.b.2)c).

NOW, THEREFORE, based upon the foregoing premises and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

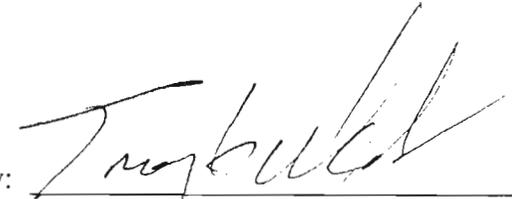
The PLANNED UNIT DEVELOPMENT AGREEMENT CENTENNIAL PHASE I dated October 5, 1995 and recorded in the office of the Salt Lake County Recorder as Entry #6195495, Book 7253, Pages 2629-2638, including all its terms and conditions, is hereby acknowledged and declared to be fully satisfied and of no further effect as to Lots B and C as legally described in that Agreement. The Developer has complied with all ordinances and development requirements, met all obligations, paid all necessary fees, and relinquished any and all rights it may have otherwise retained in Lots B and C as described therein.

IN WITNESS WHEREOF the Parties affix their names and seal hereto.

ATTEST:

DRAPER CITY

  
Rachelle Conner, City Recorder

By:   
Mayor Troy K. Walker

“DEVELOPER”  
TRAVERSE RANCH, L.L.C.



By:   
Charles W. Akerlow, President

**NOTARY**

Subscribed before me this 26 day of February, 2014, by Charles W. Akerlow,  
President of Traverse Ranch, L.L.C.



  
Notary

[Return to Agenda](#)

# ITEM #6

# REQUEST FOR COUNCIL ACTION

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|                                |   |
|--------------------------------|---|
| <b>To:</b>                     | <b>Mayor &amp; City Council</b>             |
| <b>From:</b>                   | <b>Dan Boles, AICP, Senior Planner</b>      |
| <b>Date:</b>                   | <b>February 11, 2014</b>                    |
| <b>Subject:</b>                | <b>Miller Property Zoning Map Amendment</b> |
| <b>Applicant Presentation:</b> | <b>Ann Miller</b>                           |
| <b>Staff Presentation:</b>     | <b>Dan Boles</b>                            |

## 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:

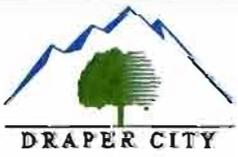
By: \_\_\_\_\_  
City Recorder

By: \_\_\_\_\_  
Mayor

EXHIBIT A

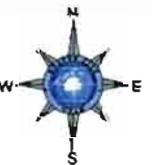
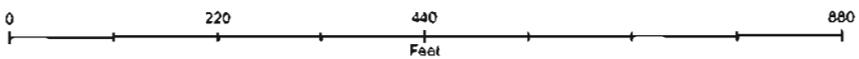
MILLER PROPERTY ZONING MAP AMENDMENT





# Miller Property Zoning Map Amendment

## 309 East 13800 South





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**Development Review Committee**

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

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**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 ft<sup>2</sup>)  
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 ft<sup>2</sup>. 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:”

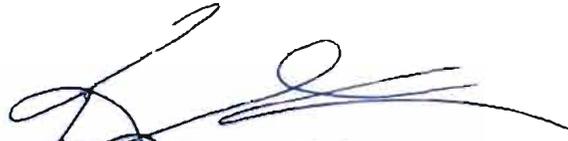
1. List any findings...



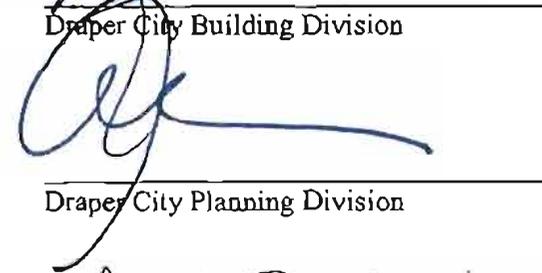
**DEVELOPMENT REVIEW COMMITTEE ACKNOWLEDGEMENT**

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

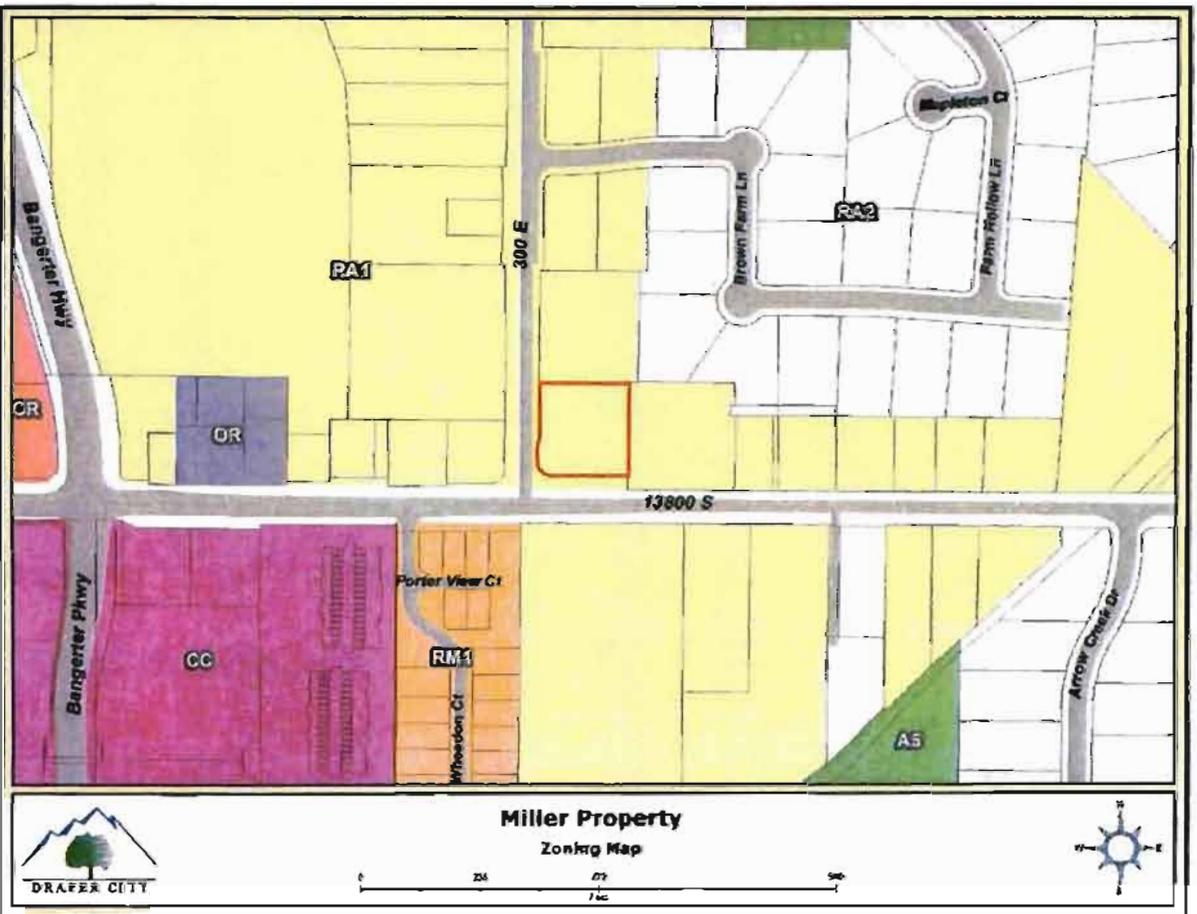
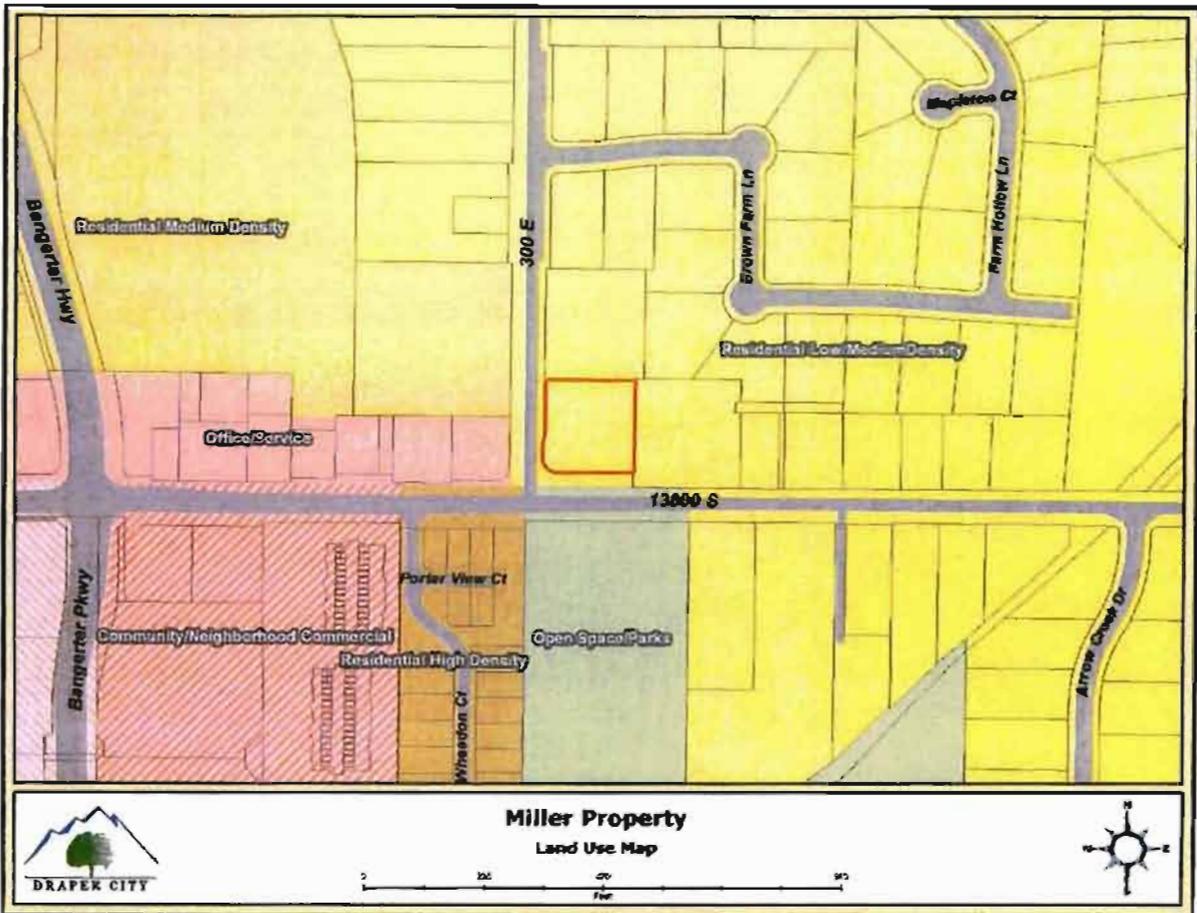
  
\_\_\_\_\_  
Draper City Building Division

  
\_\_\_\_\_  
Draper City Operations Division

  
\_\_\_\_\_  
Draper City Planning Division

  
\_\_\_\_\_  
Unified Fire Authority

  
\_\_\_\_\_  
Draper City Legal Counsel



## Dan Boles

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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 16<sup>th</sup>. 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 23<sup>rd</sup> 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

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**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

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**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 23<sup>rd</sup> 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](mailto:doubledownjerry@msn.com)

801-571-0813

## Dan Boles

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**From:** Jim Rogers [jim@sixrogers.com]  
**Sent:** Thursday, February 13, 2014 9:31 PM  
**To:** Troy Walker; Bill Colbert; William Rappleye; 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 #7

# REQUEST FOR COUNCIL ACTION

|  |   |
|--|---|
| <b>To:</b>   | <b>Mayor Smith &amp; City Council</b>   |
| <b>From:</b>   | <b>Troy Wolverton</b>   |
| <b>Date:</b>   | <b>March 4, 2014</b>  |
| <b>Subject:</b>  | <b>Assessment in Lieu Agreement – Leggett Residence (Agreement No. 14-26)</b> |
| <b>Committee Presentation:</b>   |   |
| <b>Staff Presentation:</b>   |   |
| <b>RECOMMENDATION:</b>   |   |
| <b>Recommend authorizing the Mayor to sign the Assessment-In-Lieu Agreement for the Leggett Residence</b>  |   |
| <b>BACKGROUND AND FINDINGS:</b>  |   |
| <p>Sunny &amp; Tyler Leggett have a home currently under construction at 12368 South 1700 East. At the time of building permit issuance, the Leggett's posted the appropriate security and entered into an agreement to install frontage improvements prior to receiving a final certificate of occupancy. Now the home is nearing completion and the Leggett's have requested that they be allowed to enter into a deferral agreement with the City and defer any financial expense until such time the City calls for the improvements to be installed rather than install the improvements as originally agreed. Deferral agreements are not eligible for issuance on 1700 East per the Draper City Municipal Code. Following a Staff Review, it is recommended that the Leggett's pay \$7,600 and enter into an Agreement of Assessment-In-Lieu of providing frontage improvements to satisfy the obligation for frontage improvements per the requirements of the Draper City Municipal Code. Unless some determination is made, a Certificate of Occupancy cannot be issued for the home currently under construction.</p> <p>The assessment in lieu option is best for the City because the money can be reserved until it is possible for the City to improve a larger section of the street all at once, resulting in a better final product.</p> |   |
| <b>PREVIOUS LEGISLATIVE ACTION:</b>  |   |
| N/A  |   |
| <b>FISCAL IMPACT: Finance Review:</b> <u>BW</u>  |   |
| N/A  |   |
| <b>SUPPORTING DOCUMENTS:</b>   |   |
| <ul style="list-style-type: none"><li>• Assessment-In-Lieu Agreement – Leggett Residence</li></ul>   |   |

**WHEN RECORDED, MAIL TO:**

Draper City Recorder  
1020 East Pioneer Road  
Draper, UT 84020

**Affects Tax ID # 28-28-451-003**

**ASSESSMENT-IN-LIEU AGREEMENT**

(Pursuant to Draper City Municipal Code 9-27-110(c))

**THIS AGREEMENT** is made by and between \_\_\_\_\_ of \_\_\_\_\_, Draper Utah (hereinafter referred to as "Developer"), and **DRAPER CITY**, a Utah municipal corporation (hereinafter referred to as the "City"), whose address is 1020 East Pioneer Road, Draper, Utah 84020.

**RECITALS:**

**WHEREAS**, Developer has applied for a building permit on Property located at 12368 South 1700 East, Draper Utah, which Property is more particularly described in Exhibit "A," attached hereto and incorporated herein by this reference, hereinafter referred to as the "Property"; and

**WHEREAS**, City ordinances require, prior to the issuance of a building permit, the dedication of all necessary public right-of-way and installation therein of all public improvements including without limitation, curb and gutter, parking strips and associated landscaping, sidewalk, and paved street improvements; and

**WHEREAS**, in lieu of requiring full frontage or right-of-way improvements, Draper City Municipal Code Section 9-27-110(c) grants the Developer the opportunity to place funds in an escrow account equal to the estimated cost, as determined by the City Engineer's calculations, and as approved by the City Council, of the Developer's obligation for frontage improvements; and

**WHEREAS**, Developer has applied for the opportunity to utilize Section 9-27-110(c), and this application qualifies for payment of an assessment-in-lieu because the fronting roadway and improvements are not reasonably accomplished at this time without other regional roadway and drainage infrastructure, for which the City has neither plans nor funding to build at present; and

**WHEREAS**, the City is willing to grant Developer the ability to satisfy the obligation to provide all frontage improvements upon payment of an in-lieu assessment subject to the terms and conditions set forth in this Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Assessment-in-Lieu Agreement – Leggett Residence

1. **Recitals.** The recitals are hereby incorporated as if fully set forth here within.
2. **Payment of Assessment-in-Lieu.** Developer hereby agrees to pay and herewith deposits into the City’s escrow account the estimated cost, as determined by the City Engineer’s calculations (attached hereto as Exhibit “B”), and as approved by the City Council, of the Developer’s obligation for frontage improvements. The frontage improvements include clearing and grubbing; removing existing trees; excavating, removing and legally disposing existing right-of-way materials including curb, gutter, sidewalk and asphalt; constructing any retaining walls; making utility relocations such as water meters, power poles, secondary irrigation services and obtaining their associated easements; constructing new storm drain improvements, curb and gutter, sidewalk, parkstrip, drive approaches and driveway transitions; installing landscaping, sprinklers, parkstrip trees; and making appropriate and necessary asphalt structural pavement section transitions (the “Improvements”) along the Property’s public street frontage.
3. **Right of Way Use for Construction.** During such time as the Improvements are being installed, City may work within the right-of-way to accomplish such installation. City shall provide a smooth transition from the sidewalk into the fronting properties to bring existing landscaping and improvements to a finished state. Developer agrees there shall be no future compensation for removal or disruption of improvements within the right-of-way such as shrubs, trees and landscaping at such future time that the City constructs the Improvements. Fences shall not be allowed in the right-of-way. The removal of existing materials and installation of Improvements described herein shall be deemed to include removal of all conflicting landscaping, mailboxes, and relocation of all utilities.
4. **Release of Obligation to Install Improvements.** Upon Developer’s deposit of the assessment-in-lieu into the City’s escrow account, City hereby grants Developer a release of the obligation to install the Improvements along the Property’s public street frontage.
5. **Maintenance Obligations.** After completion of said Improvements, Developer shall remove sidewalk snow, weeds and noxious vegetation from the property line to the curb line of the street in accordance with the Draper City Municipal Code. City shall repair, remove, replace, maintain, preserve and protect all concrete curb, gutter and sidewalk improvements within and along said public street.
6. **Covenants.** The foregoing covenants in each and every particular are and shall be construed as real covenants and shall run with the property described herein, and the same are hereby made binding upon the heirs, representatives, devisees, assigns and successors in interest of the parties hereto.
7. **Default.** The parties herein each agree that should they default in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorneys’ fees, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by the statutes or other laws of the State of

Assessment-in-Lieu Agreement – Leggett Residence

Utah, whether such remedy is pursued by filing suit or otherwise, and whether such costs and expenses are incurred with or without suit or before or after judgment.

8. **Amendments.** Any amendment, modification, termination, or rescission (other than by operation of law) which affects this Agreement shall be made in writing, signed by the parties, and attached hereto.

9. **Successors.** This Agreement shall be binding upon and inure to the benefit of the legal representatives, subsequent owners, successors and assigns of the parties hereto.

10. **Notices.** Any notice required or desired to be given hereunder shall be deemed sufficient if sent by certified mail, postage prepaid, addressed to the respective parties at the addresses shown in the preamble.

11. **Severability.** If any portion of this Agreement for any reason is declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.

12. **Governing Law.** This Agreement and the performance hereunder shall be governed by the laws of the State of Utah.

13. **Waiver.** No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision, regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving party.

14. **Captions.** The captions preceding the paragraphs of this Agreement are for convenience only, and shall not affect the interpretation of any provision herein.

15. **Integration.** This Agreement, together with its recitals and exhibits, contains the entire and integrated agreement of the parties regarding the deferral and installation of the Improvements as of the date hereof, and no prior or contemporaneous promises, representations, warranties, inducements, or understandings between the parties pertaining to the subject matter hereof which are not contained herein shall be of any force or effect.

16. **Other Security.** This Agreement does not alter the obligation of Developer to provide security in acceptable form under applicable ordinances or rules of the City or any other governmental entity having jurisdiction over Developer.

17. **Exhibits.** Any exhibits to this Agreement are incorporated herein by this reference, and failure to attach any such exhibit shall not affect the validity of this Agreement or of such exhibit. An unattached exhibit is available from the records of the parties.

Assessment-in-Lieu Agreement – Leggett Residence

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective, duly authorized representatives as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**“DEVELOPER”**

\_\_\_\_\_  
  
\_\_\_\_\_

**“CITY”**

**DRAPER CITY**

**ATTEST:**

\_\_\_\_\_  
City Recorder

By: \_\_\_\_\_  
Mayor



**EXHIBIT A**

**PROPERTY LEGAL DESCRIPTION**

| <b>Legal Description</b>                                    |
|---|
| COM 223.35 FT E & 986.44 FT N FR S 1/4 COR SEC 28 T 3S R 1E |
| SL MER N 80 FT W 199.35 FT S 5 FT SW LY 26 FT S 71 FT E     |
| 223.35 FT TO BEG 0.41 AC 10082-4040                         |

EXHIBIT B  
Mar. 1, 2013



**COST ESTIMATE FOR FRONTAGE IMPROVEMENTS**  
**Leggett Property 1700 E 12368 S**

| Item #       | Description  | Quantity | Unit | Unit Cost | Item Total        |
|--------------|--|----------|------|-----------|-------------------|
|              | Roadway Excavation                                 | 40       | CY   | \$10.00   | \$400.00          |
|              | Concrete Sidewalk                                  | 450      | SF   | \$3.50    | \$1,575.00        |
|              | Concrete Flared Drive Approach                     | 300      | SF   | \$4.00    | \$1,200.00        |
|              | Concrete Curb & Gutter                             | 90       | LF   | \$18.00   | \$1,620.00        |
|              | Untreated Base Course                              | 20       | CY   | \$35.00   | \$700.00          |
|              | 4" HMA Surface Course (PG 64-22)                   | 4        | Ton  | \$80.00   | \$320.00          |
|              | Park Strip Sod                                     | 800      | SF   | \$0.42    | \$336.00          |
|              | Tree   | 2        | Ea   | \$230.00  | \$460.00          |
|              | Subtotal   |          |      |           | \$6,610.00        |
|              | Contingency, Engineering, & Construction Surveying |          | 15%  |           | \$990.00          |
| <b>Total</b> |  |          |      |           | <b>\$7,600.00</b> |

Return to Agenda

# ITEM #8

# REQUEST FOR COUNCIL ACTION

**To:** Mayor Walker & City Council

**From:** Troy Wolverton, City Engineer

**Date:** February 27, 2014

**Subject:** Resolution #14-\_\_ Credits Due for System Improvements at the Jaxarr LLC Residence Development

**Committee:**

**Presentation:**

**Staff Presentation:**

## RECOMMENDATION:

**Approve Resolution #14-\_\_ - Credits Due for System Improvements at the Jaxarr LLC Residence Development**

## BACKGROUND AND FINDINGS:

The City recommends the fronting improvements at the Jaxarr LLC Residence be constructed to build-out width as defined in the master transportation plan. This requires right-of-way to be purchased from Mr. Jamie Carr who has applied for a building permit to construct a house on his lot at 13460 South 1300 East. This lot is located along 1300 East where the city plans to widen the roadway to a 74 foot right-of-way. The present right-of-way in front of the Jaxarr lot is 66 feet. This requires the city to purchase four (4) feet of right-of way from Mr. Carr.

By purchasing the right-of-way now it allows for the fronting improvements to be constructed at the full width of the road. 1300 East is on the five-year improvement plan. Currently the city is widening the northern portion of 1300 East. The city will widen the southern portion of 1300 East in the next phase of widening.

Mr. Carr will also be credited for having to increase the thickness of the constructed road structural section due to the street classification as a major collector over a residential street and differences in the park strip requirements.

## PREVIOUS LEGISLATIVE ACTION:

N/A

## FISCAL IMPACT: Finance Review: \_\_\_\_\_

Draper City cost to purchase the right-of-way is \$3,960.00.

Credits for landscaping and thickening the road structural section equal \$766.00.

Total cost to the city is \$4,732.00 to be budgeted in the next budget amendment or from Assessment-In-Lieu of Improvements

## SUPPORTING DOCUMENTS:

- Resolution #14-\_\_ Credits Due for System Improvements at the Jaxarr LLC Residence Development

**RESOLUTION NO. 14-\_\_**

**A RESOLUTION OF THE DRAPER CITY COUNCIL DETERMINING CREDITS DUE FOR SYSTEM IMPROVEMENTS AT THE JAXARR LLC RESIDENCE DEVELOPMENT, 13460 SOUTH 1300 EAST STREET**

**WHEREAS**, Draper City Municipal Code Chapter 5-15 sets forth the terms of public improvement installation and financing and authorizes reimbursement for oversizing public facilities not included in the Capital Improvement Plan as well as authorizing credit and reimbursement for installation of system improvements included in the City's Capital Improvement Plan; and

**WHEREAS**, Section 5-15-040(c) requires developers seeking credits for system improvements to submit, prior to commencing construction, acceptable engineering drawings and specifications and construction cost estimates to the City Engineer in accordance with current City Standards, and the City Engineer shall recommend the maximum amount of credits and reimbursement for the proposed system improvements based on either these cost estimates or on alternative engineering criteria and constructions cost estimates if the estimates submitted by the developer are deemed by the City Engineer to be either unreliable, inaccurate, or excessive; and

**WHEREAS**, Section 5-15-040(c) further requires the City Council to determine, by resolution, the amount of credits due to a developer, taking into consideration the proportionate share of the benefit of the improvements to the developer's project and to fulfilling the Capital Facilities Plans; and

**WHEREAS**, Jamie Carr, the developer and proprietor of Jaxarr LLC Residence development, has submitted acceptable engineering drawings and specifications and construction cost estimates in accordance with Section 5-15-040(c) for over-sizing his half of 1300 East Street from 33 feet to 37 feet in width, and the City Engineer has recommended the maximum amount of credits and reimbursements for the proposed system improvements.

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

**Section 1. Determination of Credits Due.** Based upon the recommendation of the City Engineer and in compliance with Section 5-15-040(c) of the Draper City Municipal Code, this City Council hereby determines to amount of credit due to Jamie Carr (developer) for the Jaxarr LLC Residence development to be as follows:

For over-sizing the west half of 1300 East Street from existing 33' wide to 37' wide (required for a major collector). This street is on the Impact Fee Facilities Plan adopted within the Draper Impact Fee Analysis dated December 30, 2004 and is eligible for reimbursement or fee credit.

Right of Way Dedication:  
 132 feet long x 4 feet wide = 529 sq. ft.  
   x \$7.50/sq. ft.  
   = \$3,966.00 Credit from Draper City

Asphalt Pavement Thickening and Landscaping Reduction Credit:  
 Asphalt = \$330 + Landscaping \$436  
   = \$766.00 Credit from Draper City

Total Reimbursement = \$3,966.00 (ROW)  
                                   + \$ 766.00 (Thickened Asphalt & Landscape)  
                                   **\$4,732.00**

**Section 2. Balance of Construction Costs.** Pursuant to 5-15-040(c), the amount of the reimbursement for the system upsize as approved by the City Engineer shall be reimbursed from assessment-in-lieu funds collected.

**Section 3. Letter or Certificate.** Based upon this review and determination, the City Manager shall, prior to payment of the assessment-in-lieu amount for system improvements, provide the developer with a letter or certificate setting forth the maximum dollar amount of credit and reimbursement, the rationale for the credit and reimbursement, and the legal description or other adequate description of the system improvements for which credits and reimbursement will be approved. The developer shall sign and date a duplicate copy of such letter or certificate indicating developer’s agreement to the terms set forth and return the signed document to the City Manager prior to any credit and reimbursement being paid or granted. The failure of the developer to sign, date and return such document within 30 days from receipt shall nullify the credit and reimbursement approval.

**Section 4. Compliance with Chapter 5-15.** All other provisions of Chapter 5-15 of the Draper City Municipal Code shall be strictly observed.

**Section 5. 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 6. Effective Date.** This Resolution shall become effective immediately upon its passage.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2014.**

ATTEST:  
  
 \_\_\_\_\_  
 City Recorder

DRAPER CITY  
  
 By: \_\_\_\_\_  
 Mayor

WHEN RECORDED, MAIL TO:

Draper City Corporation  
1020 East Pioneer Road  
Draper City, Utah 84020

Affecting Tax ID: **34-05-227-003**

Project Parcel Number: **1**

**DEED OF DEDICATION AND ACCEPTANCE**

Draper City  
Salt Lake County

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

See 'Exhibit 1' for Legal Description

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

IN WITNESS WHEREOF, the Grantor has executed this Deed of Dedication this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
**JAXARR, LLC**

\_\_\_\_\_  
**It's**

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, Grantor.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Residing in: \_\_\_\_\_

**ACCEPTANCE OF DEDICATION**

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

DRAPER CITY

---

Troy Walker, Mayor

ATTEST:

---

City Recorder

'EXHIBIT 1'

Road Dedication

Affects Parcel No. **34-05-227-003**

Located in the Northeast Quarter of Section 5,

Township 4 South, Range 1 East,

Salt Lake Base and Meridian

Commencing at the Northeast corner of Section 5, Township 4 South, Range 1 East, Salt Lake Meridian; thence South 00°15'12" West 370.00 feet along section line; thence North 89°44'48" West 33.00 feet to a point on the West Right-of-Way of 1300 East and the POINT OF BEGINNING;

thence South 00°15'12" West 132.20 feet along Right-of-Way; thence North 89°44'48" West 4.00 feet; thence North 00°15'12" East 132.20 feet; thence South 89°44'48" East 4.00 feet to the POINT OF BEGINNING.

Contains 529 square feet or 0.012 acres, more or less

Basis of Bearing: Utah State Plane Coordinate System, Utah Central Zone Nad 1983

Together with any and all abutter's rights of underlying fee within the existing right of way appurtenant to this conveyance.

To Draper city

I am currently building a house at 13460 s and 1300 e. I have been told that I have to do the improvements to 1300 east. The city has plans to widen 1300 east and has noted that they need 7 more feet of easement. If I do the improvements, they will have to be redone when they widen the road. I am willing to trade this easement for the exemption of doing the improvements. This seems like the most common sense approach,

Thank you

Jamie Carr

A handwritten signature in black ink, appearing to read 'Jamie Carr', written over a light gray rectangular background.

Return to Agenda

# ITEM #9

# REQUEST FOR COUNCIL ACTION

**To:** Mayor Walker & City Council

**From:** Troy Wolverton, City Engineer

**Date:** January 14, 2014

**Subject:** Assessment in lieu of Public Improvements – Carr Residence

**Committee**

**Presentation:**

**Staff Presentation:**

## RECOMMENDATION:

**Approve Agreement #14-13 – Assessment in Lieu Agreement with Jaxarr LLC for the residence at 13460 South 1300 East.**

## BACKGROUND AND FINDINGS:

Mr. Jamie Carr has a building permit to construct a house on his lot at 13460 South 1300 East. The local street, per Draper City Master Transportation Plan only requires a 60 foot right-of-way. The present right-of-way in front of the Carr lot is 66 feet. Since the existing right-of-way is wider than a local street, the resident is only required to construct fronting improvements. Neither adjacent parcel has with curb or gutter.

This lot is located along 1300 East where the city plans to widen the roadway to a 74 foot right-of-way. 1300 East is on the five-year improvement plan. Currently the city is widening the northern portion of 1300 East. The city will widen the southern portion of 1300 East in the next phase of widening. Purchasing additional right-of-way from Mr. Carr is a separate Council item.

The estimated cost for the fronting improvements is \$12,700.00.

City staff recommends purchasing a temporary construction easement from Mr. Carr at this time for when construction begins or for 15 years. The assessment total will be reduced \$500 accordingly.

## PREVIOUS LEGISLATIVE ACTION:

N/A

## FISCAL IMPACT: Finance Review: \_\_\_\_\_

Receive \$12,700 payment from Mr. Carr as assessment in lieu of improvements minus \$500 for a temporary construction easement equaling a net payment of \$12,200.

## SUPPORTING DOCUMENTS:

- Assessment-In-Lieu Agreement (Parcel 34-05-227-003) – Carr Residence

**WHEN RECORDED, MAIL TO:**

Draper City Recorder  
1020 East Pioneer Road  
Draper, UT 84020

**Affects Parcel 34-05-227-003**

**ASSESSMENT-IN-LIEU AGREEMENT**

(Pursuant to Draper City Municipal Code 9-27-110(c))

**THIS AGREEMENT** is made by and between JAXARR LLC of Midvale, Utah (hereinafter referred to as "Owner"), and **DRAPER CITY**, a Utah municipal corporation (hereinafter referred to as the "City"), whose address is 1020 East Pioneer Road, Draper, Utah 84020.

**RECITALS:**

**WHEREAS**, Owner has applied for a residential building permit for Property located at 13460 South 1300 East, Draper Utah, which Property is more particularly described in Exhibit "A," attached hereto and incorporated herein by this reference, hereinafter referred to as the "Property"; and

**WHEREAS**, City ordinances require, prior to the issuance of a building permit, the dedication of all necessary public right-of-way and installation therein of all public improvements including without limitation, curb and gutter, parking strips and associated landscaping, sidewalk, and paved street improvements; and

**WHEREAS**, in lieu of requiring full frontage or right-of-way improvements, Draper City Municipal Code Section 9-27-110(c) grants the Owner the opportunity to place funds in an escrow account equal to the estimated cost, as determined by the City Engineer's calculations, and as approved by the City Council, of the Owner's obligation for frontage improvements; and

**WHEREAS**, Owner has applied for the opportunity to utilize Section 9-27-110(c), and this application qualifies for payment of an assessment-in-lieu because the fronting roadway and improvements are not reasonably accomplished at this time without other regional roadway and drainage infrastructure, for which the City has neither plans nor funding to build at present; and

**WHEREAS**, the City is willing to grant Owner the ability to satisfy the obligation to provide all frontage improvements upon payment of an in-lieu assessment subject to the terms and conditions set forth in this Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals**. The recitals are hereby incorporated as if fully set forth here within.

2. **Payment of Assessment-in-Lieu.** Owner hereby agrees to pay and herewith deposits into the City’s escrow account the estimated cost, as determined by the City Engineer’s calculations (attached hereto as Exhibit “B”), and as approved by the City Council, of the Owner’s obligation for frontage improvements. The frontage improvements include clearing and grubbing; removing existing trees; excavating, removing and legally disposing existing right-of-way materials including curb, gutter, sidewalk and asphalt; constructing any retaining walls; making utility relocations such as water meters, power poles, secondary irrigation services and obtaining their associated easements; constructing new storm drain improvements, curb and gutter, sidewalk, parkstrip, drive approaches and driveway transitions; installing landscaping, sprinklers, parkstrip trees; and making appropriate and necessary asphalt structural pavement section transitions (the “Improvements”) along the Property’s public street frontage.

3. **Right of Way Use for Construction.** The right of way width of 1300 East is 74 feet. During such time as the Improvements are being installed, City may work within the right-of-way to accomplish such installation. City shall provide a smooth transition from the sidewalk into the fronting properties to bring existing landscaping and improvements to a finished state. Owner agrees there shall be no future compensation for removal or disruption of improvements within the right-of-way such as shrubs, trees and landscaping at such future time that the City constructs the Improvements. Fences shall not be allowed in the right-of-way. The removal of existing materials and installation of Improvements described herein shall be deemed to include removal of all conflicting landscaping, mailboxes, and relocation of all utilities.

4. **Release of Obligation to Install Improvements.** Upon Owner’s deposit of the assessment-in-lieu into the City’s escrow account, City hereby grants Owner a release of the obligation to install the Improvements along the Property’s public street frontage.

5. **Maintenance Obligations.** After completion of said Improvements, Owner shall remove sidewalk snow, weeds and noxious vegetation from the property line to the curb line of the street in accordance with the Draper City Municipal Code. City shall repair, remove, replace, maintain, preserve and protect all concrete curb, gutter and sidewalk improvements within and along said public street.

6. **Covenants.** The foregoing covenants in each and every particular are and shall be construed as real covenants and shall run with the property described herein, and the same are hereby made binding upon the heirs, representatives, devisees, assigns and successors in interest of the parties hereto.

7. **Default.** The parties herein each agree that should they default in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorneys’ fees, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by the statutes or other laws of the State of Utah, whether such remedy is pursued by filing suit or otherwise, and whether such costs and expenses are incurred with or without suit or before or after judgment.

Assessment-in-Lieu Agreement 14-13 – Parcel 34-05-227-003

8. **Amendments.** Any amendment, modification, termination, or rescission (other than by operation of law) which affects this Agreement shall be made in writing, signed by the parties, and attached hereto.

9. **Successors.** This Agreement shall be binding upon and inure to the benefit of the legal representatives, subsequent owners, successors and assigns of the parties hereto.

10. **Notices.** Any notice required or desired to be given hereunder shall be deemed sufficient if sent by certified mail, postage prepaid, addressed to the respective parties at the addresses shown in the preamble.

11. **Severability.** If any portion of this Agreement for any reason is declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.

12. **Governing Law.** This Agreement and the performance hereunder shall be governed by the laws of the State of Utah.

13. **Waiver.** No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision, regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving party.

14. **Captions.** The captions preceding the paragraphs of this Agreement are for convenience only, and shall not affect the interpretation of any provision herein.

15. **Integration.** This Agreement, together with its recitals and exhibits, contains the entire and integrated agreement of the parties regarding the deferral and installation of the Improvements as of the date hereof, and no prior or contemporaneous promises, representations, warranties, inducements, or understandings between the parties pertaining to the subject matter hereof which are not contained herein shall be of any force or effect.

16. **Other Security.** This Agreement does not alter the obligation of Owner to provide security in acceptable form under applicable ordinances or rules of the City or any other governmental entity having jurisdiction over Owner.

17. **Exhibits.** Any exhibits to this Agreement are incorporated herein by this reference, and failure to attach any such exhibit shall not affect the validity of this Agreement or of such exhibit. An unattached exhibit is available from the records of the parties.

Assessment-in-Lieu Agreement 14-13 – Parcel 34-05-227-003

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective, duly authorized representatives as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**“OWNER”**

\_\_\_\_\_  
  
\_\_\_\_\_

**“CITY”**

**DRAPER CITY**

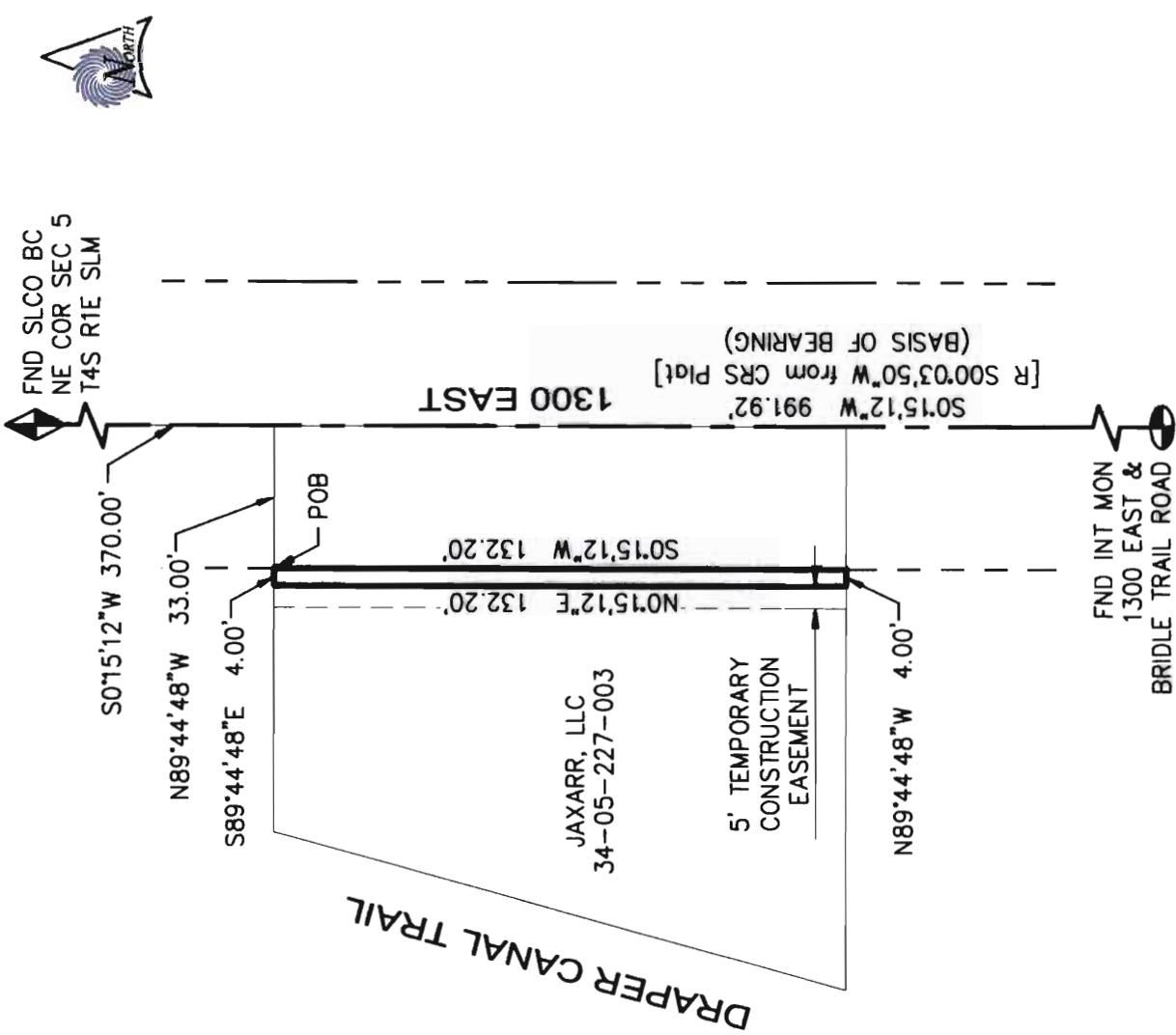
**ATTEST:**

\_\_\_\_\_  
City Recorder

By: \_\_\_\_\_  
Mayor



**EXHIBIT A**



12227 S. BUSINESS PARK DR., SUITE 220  
DRAPER, UTAH 84020  
TEL 801.523.0100 · FAX 801.523.0990  
www.sunrise-eng.com

Assessment-in-Lieu Agreement 14-13 – Parcel 34-05-227-003

**EXHIBIT B**



**COST ESTIMATE FOR FRONTAGE IMPROVEMENTS\***  
**Jamie Carr Residence 13460 South 1300 East**

| Item #   | Description                       | Quantity | Unit | Unit Cost | Item Total         |
|--|-----------------------------------|----------|------|-----------|--------------------|
| A  | Sawcut Pavement                   | 132      | LF   | \$1.00    | \$132.00           |
| B  | Roadway Excavation                | 12       | CY   | \$10.00   | \$122.00           |
| C  | Pavement (4" AC, 8" UTBC)         | 330      | SF   | \$4.50    | \$1,485.00         |
| D  | Concrete Curb & Gutter            | 109      | LF   | \$22.00   | \$2,398.00         |
| E  | Concrete Drive Approach           | 230      | SF   | \$5.00    | \$1,150.00         |
| F  | Concrete Sidewalk (5' Wide)       | 660      | SF   | \$4.00    | \$2,640.00         |
| G  | Park Strip Landscaping (10' Wide) | 1,090    | SF   | \$2.00    | \$2,180.00         |
| H  | Park Strip Trees                  | 3        | Ea   | \$300.00  | \$900.00           |
| Subtotal   |                                   |          |      |           | \$11,010.00        |
| Contingency, Engineering, & Construction Surveying |                                   |          |      | 15%       | \$1,650.00         |
| <b>Assessment-In-Lieu Total</b>                    |                                   |          |      |           | <b>\$12,700.00</b> |

\*Estimate based on Valley Local Street cross section, Figure 4-1 2011 Updated MTP.

**Credits**

| Item #                           | Description                                      | Quantity | Unit | Unit Cost | Item Total         |
|----------------------------------|--|----------|------|-----------|--------------------|
| J                                | Temporary Construction Easement<br>(8% or \$500) | 661      | SF   | \$0.60    | \$500.00           |
| <b>Right-of-Way Total</b>        |  |          |      |           | <b>\$500.00</b>    |
| <b>TOTAL PAYMENT BY MR. CARR</b> |  |          |      |           | <b>\$12,200.00</b> |

WHEN RECORDED, MAIL TO:

City of Draper  
1020 East Pioneer Road  
Draper, UT 84020

## Temporary Construction Easement

City of Draper

Affecting Tax ID No. **34-05-227-003**

Parcel No. **1:E**

Project Name: **Widening 1300 East Project**

JAXARR, LLC., Grantor, hereby GRANTS AND CONVEYS to **City of Draper**, a Utah municipal corporation, 1020 East Pioneer Road, Draper, Utah 84020, Grantee, for the sum of Ten (\$10.00) Dollars, and other good and valuable consideration,

A temporary construction easement, upon part of an entire tract of property, in Salt Lake County, Utah, parcel 34-05-227-003, in the Northeast corner of Section 5, Township 4 South, Range 1 East, Salt Lake Base & Meridian, to facilitate the construction and access related to utility locating operations, sloped embankments, slope transitions, driveway transitions and all other related activities pertinent to the construction of frontage improvements within 1300 East road to construct curb, gutter, sidewalk, and landscaping improvements, known as the Widening 1300 East Project, a Phase 1 master planned transportation project, Draper City Master Transportation Plan Update November 2011. This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for fifteen years, whichever first occurs. This easement shall be non-exclusive such that Grantor may use the property at any time in a manner which does not interfere with construction activities. The boundaries of said part of an entire tract of land are described as follows:

Commencing at the Northeast corner of Section 5, Township 4 South, Range 1 East, Salt Lake Meridian; thence South 00°15'12" West 370.00 feet along section line; thence North 89°44'48" West 37.00 feet to the POINT OF BEGINNING;

thence South 00°15'12" West 132.20 feet; thence North 89°44'48" West 5.00 feet; thence North 00°15'12" East 132.17 feet; thence North 89°54'26" East 5.00 feet to the POINT OF BEGINNING.

Contains 661 square feet or 0.015 acres, more or less.

Basis of Bearing: Utah State Plane Coordinate System, Utah Central Zone Nad 1983

After said construction is completed on the above described part of an entire tract, the City of Draper is thereafter relieved of any further claim or demand for costs, damages or maintenance charges which may accrue against said facilities and appurtenant parts thereof.

IN WITNESS WHEREOF, said **JAXARR, LLC.** has caused this instrument to be executed by its proper owners this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_.

\_\_\_\_\_  
**JAXARR, LLC.**

\_\_\_\_\_  
**IT'S**

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

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, \_\_\_\_\_, the signers of the above instrument, personally appeared before me and duly acknowledged to me they executed the same.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Residing in: \_\_\_\_\_

Return to Agenda

# ITEM #10

# REQUEST FOR COUNCIL ACTION

---

|   |  |
|---|--|
| <b>To:</b>  | <b>Mayor &amp; City Council</b>                        |
| <b>From:</b>  | <b>Vivien Pearson</b>                                  |
| <b>Date:</b>  | <b>February 28, 2014</b>                               |
| <b>Subject:</b>   | <b>Off Premise Beer License for Ridge At Lone Peak</b> |
| <b>Applicant Presentation:</b>  | <b>Calvin Wadsworth</b>                                |
| <b>Staff Presentation:</b>  | <b>Keith Morey</b>                                     |
| <b>RECOMMENDATION:</b>  |  |
| City Council approval for Off-Premise Alcoholic Beverage License for Ridge At Lone Peak, 14886 E Traverse Ridge Road  |  |
| <b>BACKGROUND AND FINDINGS:</b>   |  |
| Applicant, Calvin Wadsworth is applying for an Off-Premise Alcoholic Beverage License   |  |
| <b>PREVIOUS LEGISLATIVE ACTION:</b>   |  |
| None  |  |
| <b>FISCAL IMPACT: Finance Review:</b> _____   |  |
| N/A   |  |
| <b>SUPPORTING DOCUMENTS:</b>  |  |
| <ul style="list-style-type: none"><li>• Off-Premise Alcoholic Beverage License application and receipt in the amount of \$350.00 to cover application fee.</li><li>• Copy of Business License Application.</li><li>• Background check document on applicant, Calvin Wadsworth</li><li>• Map showing location to be more than 300ft. from the nearest park, church, school, etc. as required by ordinance.</li><li>• Diagram of interior of store showing location beer storage.</li></ul> |  |



**ALCOHOLIC BEVERAGE LICENSE APPLICATION**

Business Name: DRIDGE AT LONG PEAK Telephone: 801-910-1957  
Business Location: 14886 EAST TRAVERSE DRIDGE ROAD Draper, Utah 84020

Mailing Address: 14886 EAST TRAVERSE City: DRAPER State: UT Zip: 84020

Property Owner, if leasing or renting: DRAPER CITY Telephone: 576-6530  
Property Owner's Address: 1020 EAST PIONEER ROAD

Business Owner: CALVIN WADSWORTH Telephone: 801-910-1957  
Home Address: 2151 EAST IRON HORSE City: DRAPER State: UT Zip: 84020  
e-mail address: CAL @ CALWADSWORTH.COM

Type of Beer License:

Off Premise  Full Service  Limited Service  Club (Please specify type): \_\_\_\_\_  On Premise, Non-Tavern

I am applying for Local Consent to obtain a \_\_\_\_\_ license at the Utah Alcoholic Beverage Commission.

I am not applying for Local Consent.

Date business will begin: JULY 2014

I (we) hereby apply for a license to conduct the above described business within Draper City and as such, do hereby acknowledge and fully understand all Ordinances of Draper City that shall apply and agree to fully comply with all such Ordinances, including but not limited to, Business Licensing, Health and Land Use Regulations. I, CAL WADSWORTH, hereby authorize Draper City to request a background check be completed by the Draper City Police Department or other law enforcement agency in connection with the foregoing application. If my application is for an On Premise Consumption License, I further hereby agree to permit any authorized representative of the Utah Alcoholic Beverage Control Commission, Draper City, Draper Police, or Salt Lake Valley Health Department unrestricted right to enter the business.

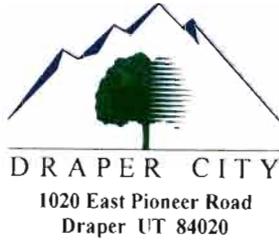
The information in this application is governed by Utah State Government Records Access and Management Act (GRAMA). You are required to furnish the information on this form for the purpose of identification and to provide background information to properly assess your application and expedite processing. This information will be used only so far as necessary for evaluating your application. Failure to provide the information may result in the process taking longer or, in some cases, your application may be impossible to process. If you are an "at-risk government employee" as defined in Utah Code Ann. § 63-2-302.5, please inform the city employee accepting this application. Draper City does not currently share private, controlled or protected information with any other person or government entity.

[Signature]  
Signature of Business Owner or Agent by written authorization

Date: FEB 16, 2014

|   |                  |
|---|------------------|
| Off premise Consumption <input checked="" type="checkbox"/> | <u>350.00</u>    |
| On Premise Consumption <input type="checkbox"/>             | _____            |
| <b>Total Fee</b>  | \$ <u>350.00</u> |

|                                     |                                      |
|-------------------------------------|--------------------------------------|
| <b>Approvals: (Office Use Only)</b> |                                      |
| <input type="checkbox"/>            | City Council Approval<br>Date: _____ |
| <input type="checkbox"/>            | Fees Received                        |



**LOCAL CONSENT  
OFF-PREMISE**

Date: \_\_\_\_\_

Utah Department of Alcoholic Beverage Control  
Licensing and Compliance Division  
1625 South 900 West  
P.O. Box 30408  
Salt Lake City UT 84130-0408

To Whom It May Concern:

Draper, Salt Lake County (City)(Town)(County) hereby grants its consent for the issuance of a Off Premise Alcohol License to:

Ridge At Lone Peak  
14886 E Traverse Ridge Rd

pursuant to the provisions of Section 32A-5 Utah Code for the purpose of sale, storage and consumption of beer on the premises. Furthermore, the applicant has met all ordinances and requirements relating to issuance of off premise business license.

Very truly yours,

\_\_\_\_\_  
Mayor, City of Draper

City of Draper  
1020 E Pioneer Road  
Draper UT 84020 801-576-6500

Receipt No: 23.016060 Feb 18, 2014

TOD L WADSWORTH

Previous Balance: .00  
BUSINESS LICENSE FEES  
14886 E TRAVERSE RIDGE RD 350.00  
11-31-7403  
Liquor/Beer License

Total: -----  
350.00  
=====

Check  
Check No: 1458 350.00  
Payor:  
TOD L WADSWORTH  
Total Applied: -----  
350.00

Change Tendered: -----  
.00  
=====

02/18/2014 03:14PM



Department of Public Safety

KEITH D. SQUIRES  
Commissioner

Receipt No: 2014018847

State of Utah

GARY R. HERBERT  
Governor

SPENCER J. COX  
Lieutenant Governor

### Criminal History Report

This is an official Utah Computerized Criminal History Report for the following person:

|  |                |
|--|----------------|
| Name: <b>CALVIN L WADSWORTH</b>                                  | Date of Birth: |
| Other Names Used:<br><b>No other names exist.</b>                |                |
| Other Dates of Birth Used:<br><b>No other birth dates exist.</b> |                |

**NO CRIMINAL RECORD FOUND**

This report reflects the criminal history as of: **02/06/2014**

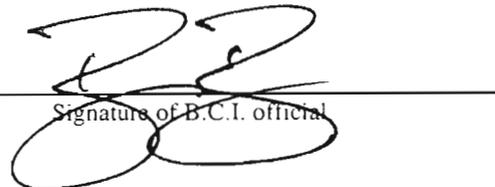
The Bureau of Criminal Identification did not find a match for this individual in the Utah computerized criminal history database.

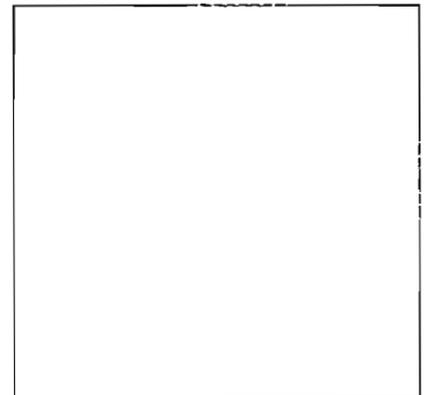
The database was searched by name only. If there had been a record it would have been verified by fingerprint comparison.

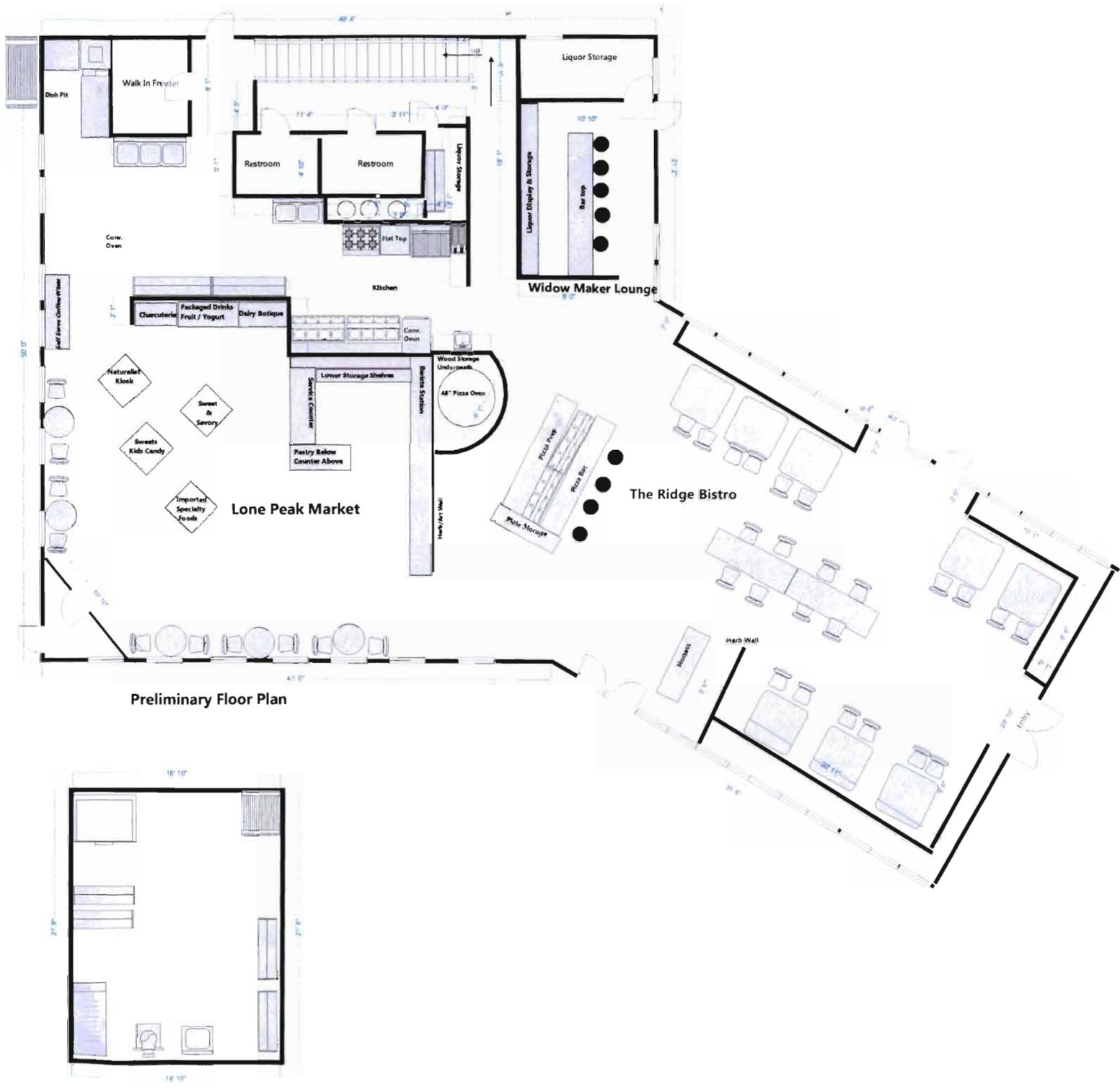
This is a report of search results from the Utah computerized criminal history file only. It does not preclude the existence of juvenile arrests, arrests in other states, or arrests not reported to the Bureau of Criminal Identification.

This report is not valid without the official seal of the State of Utah embossed in the box to the right.

I hereby certify that the information contained in this document is true and correct.

  
Signature of B.C.I. official





City of Draper  
1020 E Pioneer Road  
Draper UT 84020 801-576-6500

Receipt No: 1.071293 Feb 28, 2014

TOD WADSWORTH

|                           |        |
|---------------------------|--------|
| Previous Balance:         | .00    |
| BUSINESS LICENSE FEES     |        |
| BUSINESS LICENSES - 14006 | 117.00 |
| E TRAVERSE RIDGE          |        |
| 11-31-7401                |        |
| Business Licenses         |        |
| BUSINESS LICENSE FEES     |        |
| LIQUOR/BEER LICENSE FEES  | 600.00 |
| 11-31-7403                |        |
| Liquor/Beer License       |        |

Total: 717.00

Check  
Check No: 1459 117.00

Payor:  
TOD WADSWORTH

Check  
Check No: 1460 600.00

Payor:  
TOD WADSWORTH

Total Paid: 717.00

Total Applied: 717.00

Change Tendered: .00

02/28/2014 03:14PM



## BUSINESS LICENSE APPLICATION

Send all completed and properly signed forms (including attachments as necessary) along with applicable licensing fees to: Draper City Business Licensing, 1020 East Pioneer Road, Draper UT 84020. Questions call (801) 576-6530.

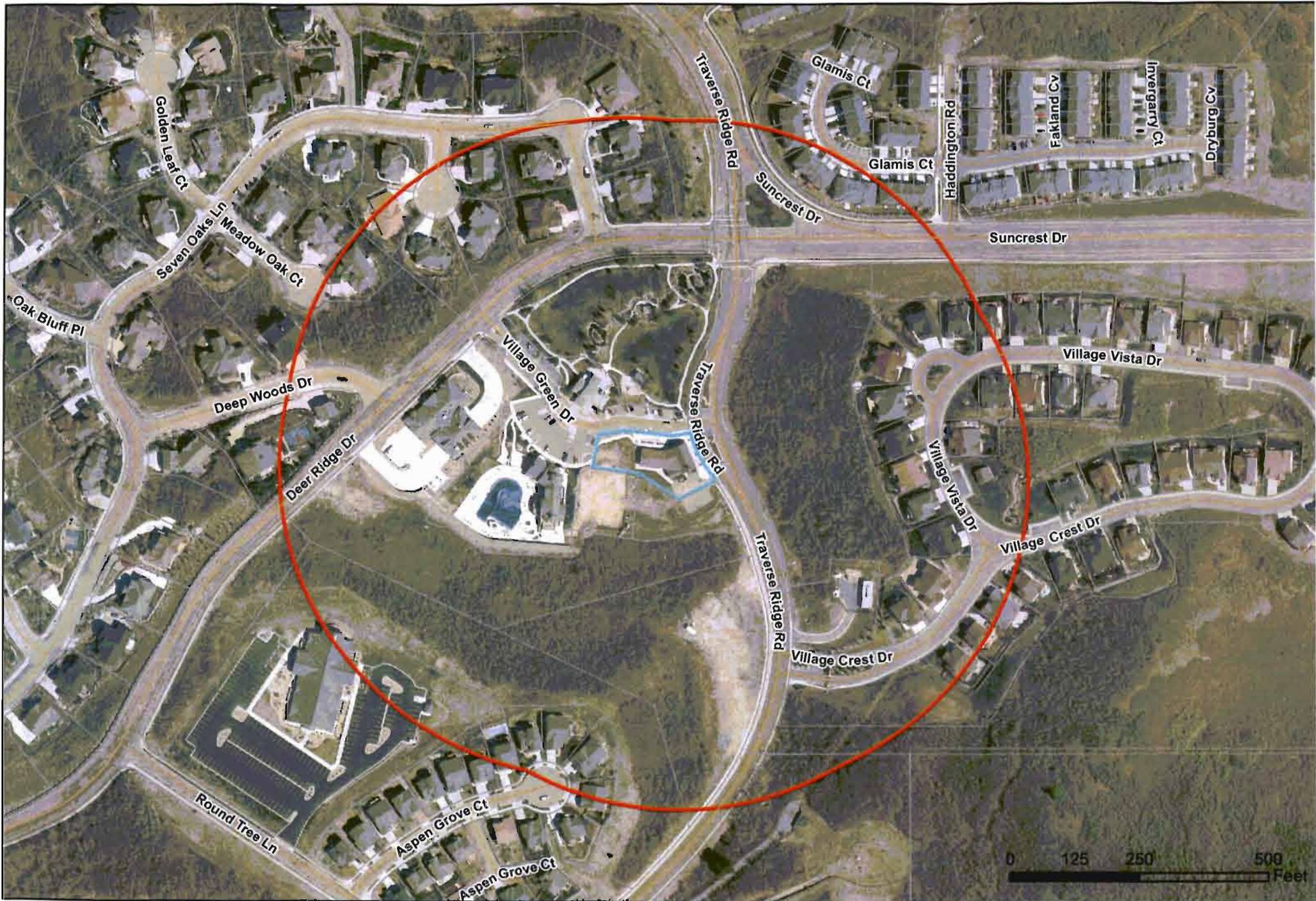
| <b>Section 1: Business Information</b>   |                  |  |                                |
|--|------------------|--|--------------------------------|
| Name of Business: <u>RIDGE AT THE PEAK</u>   |                  |  |                                |
| Location of Business: <u>14886 EAST TRAVERSE RIDGE</u>   |                  | Suite No./Apt. No.: _____                                  |                                |
| City: <u>DRAPER</u>  | State: <u>UT</u> | Zip Code: <u>84020</u>                                     |                                |
| Business Telephone: <u>801-910-1957</u>  |                  | Business Fax: <u>N.A.</u>                                  |                                |
| Property Owner Name: <u>CITY OF DRAPER</u>   |                  | Telephone: <u>801-910-1957</u>                             |                                |
| <b>Section 2: Owner Information</b>  |                  |  |                                |
| Business Owner: <u>CALLIN WADSWORTH</u>  |                  |  |                                |
| Owner Home Address: <u>2151 EAST IRON HORSE</u>  |                  | Suite No./Apt. No.: _____                                  |                                |
| City: <u>DRAPER</u>  | State: <u>UT</u> | Zip Code: <u>84020</u>                                     | Telephone: <u>801-910-1957</u> |
| <b>Section 3: Business Mailing Address: (This is the address where all license renewal forms will be sent)</b>   |                  |  |                                |
| <input checked="" type="checkbox"/> Same as Section 1  |                  | <input type="checkbox"/> Same as Section 2                 |                                |
| City: _____  |                  | State: _____ Zip: _____                                    |                                |
| Type of Organization: (include copy of Articles of Incorporation and copy of name registration with State of Utah)<br><input type="checkbox"/> Corporation <input checked="" type="checkbox"/> LLC <input type="checkbox"/> LP <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other: _____   |                  |  |                                |
| This business is (place X in appropriate box below)<br><input type="checkbox"/> Home Occupation/Office Only <input checked="" type="checkbox"/> New Business (Commercial Only) <input type="checkbox"/> Other: _____   |                  |  |                                |
| Sales Tax #: (If applicable) _____   |                  | Federal Tax I.D. #: <u>46-4821053</u>                      |                                |
| Projected Opening Date for Business: <u>JULY 2014</u>  |                  | E-Mail Address: <u>cal@calwadsworth.com</u>                |                                |
| <b>Detailed Description of Business:</b><br><u>RESTAURANT / MINI MARKET</u>  |                  |  |                                |
| <p>This form is an application for a business license. The actual license will be issued only when all inspections have been approved. All information must be accurately completed or the issuance of a license will be delayed. It is a Class "B" Misdemeanor to own or operate a business in Draper City without a current Business License. I/we hereby agree to conduct said business strictly in accordance with the laws and ordinances covering such business, and swear under penalty of law that the information contained herein is true. I/we hereby consent to Draper City performing a background security check with the Draper City Police Department or other law enforcement agency in connection with this application for a business license with Draper City.</p>   |                  |  |                                |
| Owner/Agent: <u>Callin Wadsworth</u>   |                  |  |                                |
| Date: <u>FEB 10, 2014</u>  |                  | Title: <u>OWNER</u>  |                                |
| <p>The information in this application is governed by Utah State Government Records Access and Management Act (GRAMMA). You are required to furnish the information on this form for the purpose of identification and to provide background information to properly assess your application and expedite processing. This information will be used only so far as necessary for evaluating your application. Failure to provide the information may result in the process taking longer or, in some cases, your application may be impossible to process. If you are an "at-risk government employee" as defined in <i>Utah Code Ann. § 63-2-302.5</i>, please inform the city employee accepting this application. Draper City does not currently share private, controlled or protected information with any other person or government entity.</p> |                  |  |                                |
| Base Fee:  | <u>75.00</u>     | <b>Office Use Only</b>                                     |                                |
| Owner/# of Employees: <u>6</u>   | <u>42.00</u>     | Approvals:   |                                |
| Other Fees (if applicable): _____  |                  | Fire: _____ Bldg. Inspection: _____                        |                                |
| Total:   | <u>117.00</u>    | Police: _____ P & Z: _____                                 |                                |
|  |                  | SV Water: _____ SL Co. Health: _____ Animal Control: _____ |                                |
|  |                  | Other: _____   |                                |
| <input type="checkbox"/> Approved by Business License Official. Fees may be accepted and deposited at this time.   |                  |  |                                |



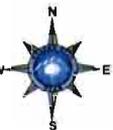
14886 E Traverse Ridge Road

300 ft buffer





14886 E Traverse Ridge Road  
600 ft buffer



[Return to Agenda](#)

# ITEM #11



ALCOHOLIC BEVERAGE LICENSE APPLICATION

Business Name: RIDGE AT THE PARK Telephone: 801-910-1857  
Business Location: 14886 TRAVERSE RIDGE Draper, Utah 84020

Mailing Address: 14886 TRAVERSE RIDGE City: DRAPER State: UT Zip: 84020

Property Owner, if leasing or renting: DRAPER CITY Telephone: 801-910-1957  
Property Owner's Address: 1020 EAST PIONEER ROAD

Business Owner: CALVIN WADSWORTH Telephone:                       
Home Address: 2151 EAST IRON HORSE City: DRAPER State: UT Zip: 84020  
e-mail address: CAL @ CALWADSWORTH.COM

Type of Beer License:

- Off Premise
- Full Service
- Limited Service
- Club (Please specify type):
- On Premise, Non-Tavern

I am applying for Local Consent to obtain a FULL RESTAURANT license at the Utah Alcoholic Beverage Commission.

I am not applying for Local Consent.

Date business will begin: Aug 2014

I (we) hereby apply for a license to conduct the above described business within Draper City and as such, do hereby acknowledge and fully understand all Ordinances of Draper City that shall apply and agree to fully comply with all such Ordinances, including but not limited to, Business Licensing, Health and Land Use Regulations. I, CAL WADSWORTH, hereby authorize Draper City to request a background check be completed by the Draper City Police Department or other law enforcement agency in connection with the foregoing application. If my application is for an On Premise Consumption License, I further hereby agree to permit any authorized representative of the Utah Alcoholic Beverage Control Commission, Draper City, Draper Police, or Salt Lake Valley Health Department unrestricted right to enter the business.

The information in this application is governed by Utah State Government Records Access and Management Act (GRAMA). You are required to furnish the information on this form for the purpose of identification and to provide background information to properly assess your application and expedite processing. This information will be used only so far as necessary for evaluating your application. Failure to provide the information may result in the process taking longer or, in some cases, your application may be impossible to process. If you are an "at-risk government employee" as defined in Utah Code Ann. § 63-2-302.5, please inform the city employee accepting this application. Draper City does not currently share private, controlled or protected information with any other person or government entity.

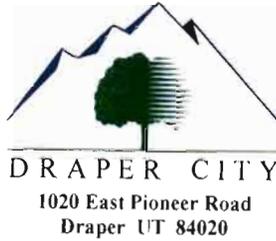
Calvin Wadsworth

Date: Feb 11, 2014

Signature of Business Owner or Agent by written authorization

|                         |                                     |                             |
|-------------------------|-------------------------------------|-----------------------------|
| Off premise Consumption | <input checked="" type="checkbox"/> | <u>600.00</u>               |
| On Premise Consumption  | <input checked="" type="checkbox"/> | <u>                    </u> |
| <b>Total Fee</b>        | \$                                  | <u>600.00</u>               |

|                                     |  |
|-------------------------------------|--|
| <b>Approvals:</b> (Office Use Only) |  |
| <input type="checkbox"/>            | City Council Approval<br>Date: <u>                    </u> |
| <input type="checkbox"/>            | Fees Received  |



**LOCAL CONSENT  
FULL SERVICE RESTAURANT**

Date: \_\_\_\_\_

Utah Department of Alcoholic Beverage Control  
Licensing and Compliance Division  
1625 South 900 West  
P.O. Box 30408  
Salt Lake City UT 84130-0408

To Whom It May Concern:

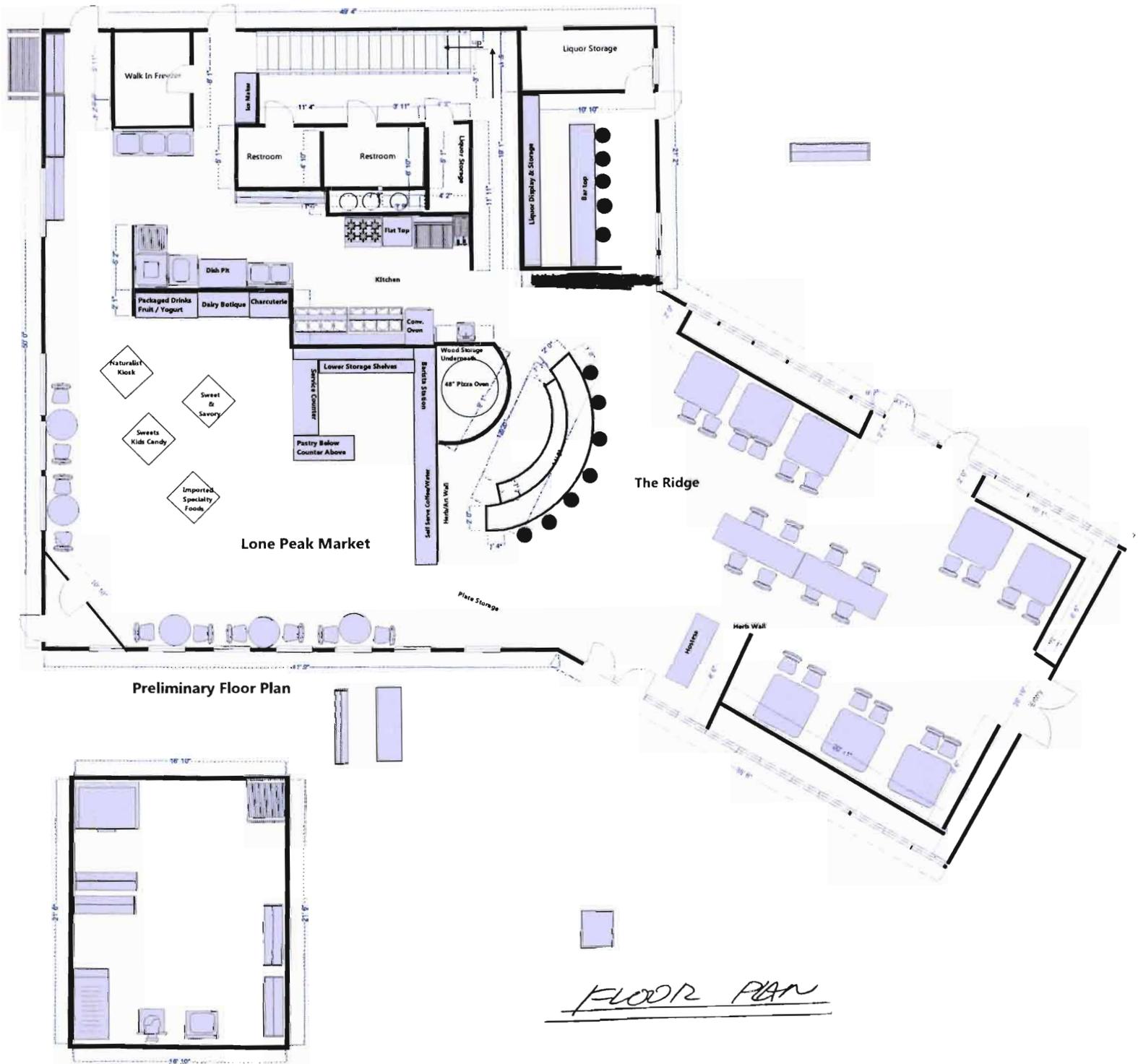
Draper, Salt Lake County \_\_\_\_\_ (City)(Town)(County) hereby grants its consent for the issuance of a Full Service Restaurant Alcohol License to:

Ridge At Lone Peak  
14886 E Traverse Ridge Rd

pursuant to the provisions of Section 32A-5 Utah Code for the purpose of sale, storage and consumption of beer on the premises. Furthermore, the applicant has met all ordinances and requirements relating to issuance of a full service restaurant business license.

Very truly yours,

\_\_\_\_\_  
Mayor, City of Draper



FLOOR PLAN



Department of Public Safety

KEITH D. SQUIRES  
Commissioner

Receipt No: 2014018847

State of Utah

GARY R. HERBERT  
Governor

SPENCER J. COX  
Lieutenant Governor

### Criminal History Report

This is an official Utah Computerized Criminal History Report for the following person:

|   |                |
|---|----------------|
| Name: CALVIN L WADSWORTH                                  | Date of Birth: |
| Other Names Used:<br>No other names exist.                |                |
| Other Dates of Birth Used:<br>No other birth dates exist. |                |

**NO CRIMINAL RECORD FOUND**

This report reflects the criminal history as of: 02/06/2014

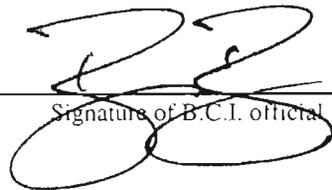
The Bureau of Criminal Identification did not find a match for this individual in the Utah computerized criminal history database.

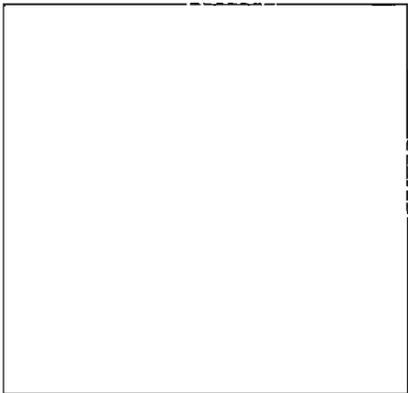
The database was searched by name only. If there had been a record it would have been verified by fingerprint comparison.

This is a report of search results from the Utah computerized criminal history file only. It does not preclude the existence of juvenile arrests, arrests in other states, or arrests not reported to the Bureau of Criminal Identification.

This report is not valid without the official seal of the State of Utah embossed in the box to the right.

I hereby certify that the information contained in this document is true and correct.

  
\_\_\_\_\_  
Signature of B.C.I. official







COPY

UTAH DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL

1625 S 900 W • PO Box 30408 • Salt Lake City, UT 84130-0408 • Phone (801) 977-6800 • Fax (801) 977-6889

**“RESTAURANT LIQUOR BOND”**

BOND # 58711184

**KNOW ALL PERSONS BY THESE PRESENTS:**

That **Principal**, CRTC, LLC, a restaurant liquor licensee, doing business as The Ridge at Lone Peak, and **Surety**, Western Surety Company, a corporation organized and existing under the laws of the state of South Dakota and authorized to do business in Utah, are held and bound unto the Utah Department of Alcoholic Beverage Control in the sum of **\$10,000**, for which payment will be made, we hereby bind ourselves and our representatives, assigns, and successors firmly by these presents.

Dated this 24th day of February, 2014.

**THE CONDITION OF THIS OBLIGATION IS SUCH THAT:**

WHEREAS, the above principal has made application to the Utah Alcoholic Beverage Control Commission for a restaurant liquor license pursuant to the provisions of 32B-5-204, Utah Code.

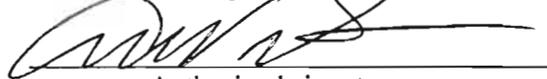
NOW, THEREFORE, if said principal, its officers, agents and employees shall faithfully comply with the provisions of Title 32B, Utah Code, and the rules and directives of the Utah Alcoholic Beverage Control Commission and the Utah Department of Alcoholic Beverage Control, then this bond shall be void; but, if said principal, its officers, agents and employees fail to comply with the provisions of the laws, rules and directives or orders as the commission or department may issue, then this bond shall be in full force and effect and payable to the Utah Department of Alcoholic Beverage Control. This bond shall run for a continuing term effective February 24, 2014 unless canceled by service of written notice upon the Utah Department of Alcoholic Beverage Control, which cancellation shall be effective 30 days after receipt of such notice; provided however, that no part of this bond shall be withdrawn or canceled while violations, legal actions or proceedings are pending against said licensee / principal.

Western Surety Company  
**Surety**

Doris Martin Attorney in fact

{ Corporate Seal }

CRTC, LLC dba The Ridge at Lone Peak  
**Principal / Licensee**

  
Authorized signature

CEAL WARD SWORN MARTIN  
Name / Title

**STATUTORY AFFIDAVIT FOR CORPORATE SURETY**

STATE OF: Utah

COUNTY OF: Salt Lake

On the 24th day of February, 2014, personally appeared before me, Doris Martin, who, being by me duly sworn, did say that he / she is the attorney in fact of Western Surety Company, **Surety**, and that said instrument was signed in behalf of said surety by authority, and acknowledged to me that he / she as such attorney in fact executed the same.

\_\_\_\_\_  
**Notary Public Signature & Seal**

Note: Corporate surety's own affidavit also acceptable

City of Draper  
1020 E Pioneer Road  
Draper UT 84020 801-576-6500

Receipt No: 1.071293 Feb 28, 2014

TOD WADSWORTH

|                           |        |
|---------------------------|--------|
| Previous Balance:         | .00    |
| BUSINESS LICENSE FEES     |        |
| BUSINESS LICENSES - 14886 | 117.00 |
| E TRAVERSE RIDGE          |        |
| 11-31-7401                |        |
| Business Licenses         |        |
| BUSINESS LICENSE FEES     |        |
| LIQUOR/BEER LICENSE FEES  | 600.00 |
| 11-31-7403                |        |
| Liquor/Beer License       |        |

|        |        |
|--------|--------|
| Total: | 717.00 |
|        | =====  |

|                |        |
|----------------|--------|
| Check          |        |
| Check No: 1459 | 117.00 |
| Payor:         |        |
| TOD WADSWORTH  |        |

|                |        |
|----------------|--------|
| Check          |        |
| Check No: 1460 | 600.00 |
| Payor:         |        |
| TOD WADSWORTH  |        |

|                |        |
|----------------|--------|
| Total Paid:    | 717.00 |
| Total Applied: | 717.00 |

|                  |       |
|------------------|-------|
| Change Tendered: | .00   |
|                  | ===== |

02/28/2014 03:14PM



## BUSINESS LICENSE APPLICATION

Send all completed and properly signed forms (including attachments as necessary) along with applicable licensing fees to: Draper City Business Licensing, 1020 East Pioneer Road, Draper UT 84020. Questions call (801) 576-6530.

| Section 1: Business Information                        |                  |                                |  |
|--|------------------|--------------------------------|--|
| Name of Business: <u>RIDGE AT THE PEAK</u>             |                  |                                |  |
| Location of Business: <u>14886 EAST TRAVERSE RIDGE</u> |                  | Suite No./Apt. No.: _____      |  |
| City: <u>DRAPER</u>                                    | State: <u>UT</u> | Zip Code: <u>84020</u>         |  |
| Business Telephone: <u>801-910-1957</u>                |                  | Business Fax: <u>N.A.</u>      |  |
| Property Owner Name: <u>CITY OF DRAPER</u>             |                  | Telephone: <u>801-910-1957</u> |  |

| Section 2: Owner Information                    |                  |                           |                  |
|---|------------------|---------------------------|------------------|
| Business Owner: <u>CALLIN WAOSWORTH</u>         |                  |                           |                  |
| Owner Home Address: <u>2151 EAST IRON HORSE</u> |                  | Suite No./Apt. No.: _____ |                  |
| City: <u>DRAPER</u>                             | State: <u>UT</u> | Zip Code: <u>84020</u>    | Telephone: _____ |

| Section 3: Business Mailing Address: (This is the address where all license renewal forms will be sent)  |  |  |  |
|--|--|--|--|
| <input checked="" type="checkbox"/> Same as Section 1  |  | <input type="checkbox"/> Same as Section 2                         |  |
| <input type="checkbox"/> Send all correspondence to:   |  |  |  |
| City: _____  |  | State: _____ Zip: _____  |  |
| Type of Organization: (include copy of Articles of Incorporation and copy of name registration with State of Utah)   |  |  |  |
| <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> LLC <input type="checkbox"/> LP <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other: _____ |  |  |  |
| This business is (place X in appropriate box below)  |  |  |  |
| <input type="checkbox"/> Home Occupation/Office Only   |  | <input checked="" type="checkbox"/> New Business (Commercial Only) |  |
| <input type="checkbox"/> Other: _____  |  |  |  |
| Sales Tax #: (If applicable) _____   |  | Federal Tax I.D. #: _____  |  |
| Projected Opening Date for Business: <u>JULY 2014</u>  |  | E-Mail Address: <u>cal@calwadsworth.com</u>                        |  |

**Detailed Description of Business:**  
RESTAURANT / MINI MARKET

This form is an application for a business license. The actual license will be issued only when all inspections have been approved. All information must be accurately completed or the issuance of a license will be delayed. It is a Class "B" Misdemeanor to own or operate a business in Draper City without a current Business License. I/we hereby agree to conduct said business strictly in accordance with the laws and ordinances covering such business, and swear under penalty of law that the information contained herein is true. I/we hereby consent to Draper City performing a background security check with the Draper City Police Department or other law enforcement agency in connection with this application for a business license with Draper City.

**Owner/Agent:** Callin Wadsworth

**Date:** MAY 10, 2014      **Title:** OWNER

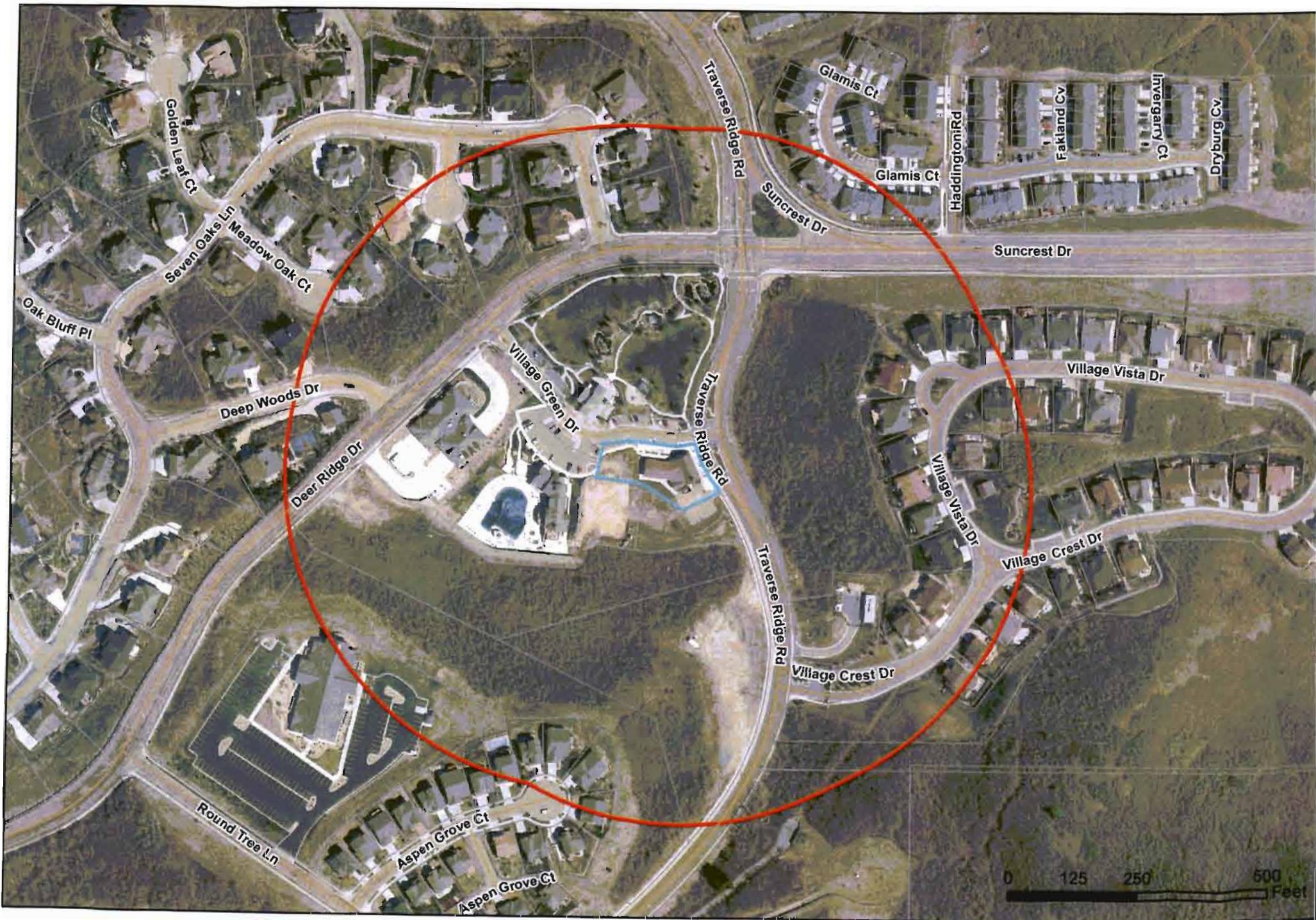
The information in this application is governed by Utah State Government Records Access and Management Act (GRAMMA). You are required to furnish the information on this form for the purpose of identification and to provide background information to properly assess your application and expedite processing. This information will be used only so far as necessary for evaluating your application. Failure to provide the information may result in the process taking longer or, in some cases, your application may be impossible to process. If you are an "at-risk government employee" as defined in *Utah Code Ann. § 63-2-302.5*, please inform the city employee accepting this application. Draper City does not currently share private, controlled or protected information with any other person or government entity.

|                                |               |   |
|--------------------------------|---------------|---|
| Base Fee:                      | <u>75.00</u>  | <b>Office Use Only</b><br>Approvals:<br>Fire: _____ Bldg. Inspection: _____<br>Police: _____ P & Z: _____<br>SV Water: _____ SL Co. Health: _____ Animal Control: _____<br>Other: _____<br><input type="checkbox"/> Approved by Business License Official. Fees may be accepted and deposited at this time. |
| Owner/# of Employees: <u>6</u> | <u>42.00</u>  |   |
| Other Fees (if applicable):    |               |   |
| <b>Total:</b>                  | <u>117.00</u> |   |



14886 E Traverse Ridge Road  
300 ft buffer





14886 E Traverse Ridge Road  
600 ft buffer



Return to Agenda

# ITEM #12

# REQUEST FOR COUNCIL ACTION

|                                |  |
|--------------------------------|--|
| <b>To:</b>                     | <b>Mayor &amp; City Council</b>  |
| <b>From:</b>                   | <b>Jennifer Jastremsky, AICP, Planner II</b>                                       |
| <b>Date:</b>                   | <b>February 21, 2014</b>   |
| <b>Subject:</b>                | <b>City Initiated Vehicle and Equipment Rental or Sales Text Amendment Request</b> |
| <b>Applicant Presentation:</b> | <b>City of Draper</b>  |
| <b>Staff Presentation:</b>     | <b>Jennifer Jastremsky</b>   |

## RECOMMENDATION:

To approve the request for a Text Amendment, as unanimously recommended by the Planning Commission, as per the staff report dated January 27, 2014 and as reflected in Ordinance #1085, including its Exhibit "A".

This application is a request for approval of a Text Amendment to alter the provisions of vehicle and equipment rental or sales. Staff has adjusted the definitions concerning vehicle and equipment rental and sales by proposing to remove the existing use of "Vehicle and Equipment Rental or Sale" from the code and in its place create four new definitions: "Vehicle Rental", "Vehicle Sale", "Commercial Vehicle and Equipment Rental or Sale" and "Commercial Vehicle and Equipment Repair". The definitions also will now include a definition for "Commercial Equipment". Definitions already exist for "Commercial Trailer", "Commercial Vehicle", and "Vehicle".

The new uses clarify when a use is referring to a typical automobile or truck versus a commercial trailer or equipment, such as a backhoe or tractor. These changes will allow the City to better regulate what types of uses are allowed in each zoning district. The remainder of the text amendments augments the permitted and conditional use charts in affected zones to adjust for the old and new use categories. The legislative draft showing the changes can be found in Exhibit A of the ordinance.

## BACKGROUND AND FINDINGS:

This recommendation is based on the following findings:

1. The proposed amendment is consistent with goals, objectives and policies of the City's General Plan.
2. The proposed amendment would lead to development which conforms to the general aesthetic and physical development of commercial and manufacturing zones.
3. The proposed amendment is consistent with the standards of any applicable overlay zone.
4. The proposed development plans will not be deleterious to the health, safety, and general welfare of the general public.

## PREVIOUS LEGISLATIVE ACTION:

On November 19, 2013 the City Council approved Ordinance #1076 to allow "Vehicle and Equipment Rental or Sales" in the Community Commercial zone with the requirement that staff bring language back to the Council to clean up the definitions. On December 3, 2013 the City Council approved Ordinance #1079 which placed a six month moratorium on the establishment of Equipment Rental or Sales Businesses within the Community Commercial zoning district. The purpose of the moratorium is to allow staff time to alter the definitions and use charts for vehicle and equipment rental and sales type businesses

**FISCAL IMPACT: Finance Review:**     *Bob*    

- None

**SUPPORTING DOCUMENTS:**

- Ordinance #1085 with Exhibit A
- Staff Report with Supporting Documentation
- Planning Commission Minutes – February 13, 2014 (draft)

**ORDINANCE NO. 1085**

**AN ORDINANCE OF DRAPER CITY AMENDING THE TEXT OF THE LAND USE AND DEVELOPMENT CODE OF THE DRAPER CITY MUNICIPAL CODE RELATING TO VEHICLE AND EQUIPMENT RENTAL OR SALES.**

**WHEREAS**, Utah State law grants to Draper City the authority to regulate uses of property by zoning districts; and

**WHEREAS**, it is necessary from time to time to revise certain terms of the Draper City Municipal Code to address provisions that become diminished in appropriateness, applicability, or clarity; and

**WHEREAS**, the Land Use and Development Code of the Draper City Municipal Code has been established to provide regulations concerning general developments within the City Boundaries; and

**WHEREAS**, the City Council of Draper City adopted Land Use and Development Code to guide development within the City Boundaries; and

**WHEREAS**, the City Council of Draper City finds good cause to revise the terms and provisions of Land Use and Development Code regarding the Vehicle and Equipment Rental or Sales; and

**WHEREAS**, notice has been issued according to the requirements of the Utah Code Annotated and Draper City Municipal Code for public hearings before the Planning Commission and City Council to receive public input regarding the revision of the Land Use and Development Code; and

**WHEREAS**, the Planning Commission and City Council have each held a public hearing to receive public input regarding the revision of the Land Use and Development Code.

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

**Section 1. Findings.** The City Council of Draper City has made the findings that the proposed text amendment regarding the Land Use and Development Code in regards to Vehicle and Equipment Rental or Sales: 1) The proposed amendment is consistent with goals, objectives and policies of the City's General Plan; 2) The proposed amendment would lead to development which conforms to the general aesthetic and physical development of commercial and manufacturing zones; 3) The proposed amendment is consistent with the standards of any applicable overlay zone; and 4) The proposed development plans will not be deleterious to the health, safety, and general welfare of the general public.

**Section 2. Revision.** Land Use and Development Code of the Draper City Municipal Code are hereby revised to read as set forth in Exhibit A.

**Section 3. Severability.** If any section, 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 sections, parts and provisions of this Ordinance shall be severable.

**Section 4. 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,  
THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2014.**

**ATTEST:**

**DRAPER CITY:**

\_\_\_\_\_  
City Recorder

By: \_\_\_\_\_  
Mayor

**EXHIBIT A**  
**VEHICLE AND EQUIPMENT RENTAL OR SALES TEXT AMENDMENT**

**Section 9-3-040 Definitions.**

**Auto, Truck, RV and Equipment Storage:** Temporary outside storage of both new and used motor vehicles and equipment awaiting distribution. Such storage may include an impound lot, but is not to include nonserviceable or dilapidated vehicles or equipment.

**Business Equipment Rental and Supplies:** An establishment primarily engaged in the sale, rental or repair of equipment and supplies used by office, professional or business service establishments, or individuals. Excludes automotive, construction and farm equipment. Typical uses include office equipment and supply firms, small business machine repair shops and hotel equipment and supply firms.

**Commercial Equipment:** Equipment or machinery used generally within the manufacturing, construction or farming industries. Typical equipment includes cranes, forklifts, asphalt pavers, backhoes, bulldozers, and trackers.

**Commercial Trailer:** A vehicle without motive power used in commerce to transport passengers or property which:

1. is designed to be towed by another vehicle;
2. has a gross weight rating or gross weight of more than 10,000 pounds, whichever is greater; and
3. is not a recreational vehicle or designed to exclusively carry or transport one or more recreational vehicles.

**Commercial Vehicle:** A motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle:

1. has a gross vehicle weight rating or gross vehicle weight of 26,001 pounds or more whichever is greater;
2. is designed to transport 16 or more passengers, including the driver; or
3. is of any size and is used in the transportation of hazardous materials as defined in 49 U.S.C 5103 and is required to be placarded under subpart F of 49 C.F.R part 172 or any quantity of a material listed as a select agent or toxin in 42 C.F.R. part 73.

**Commercial Vehicle and Equipment Rental or Sale:** An establishment engaged in the retail sale, wholesale or rental from the premises of motorized commercial vehicles, trailers and equipment, along with incidental service or maintenance. Typical uses include new or used commercial vehicle and truck sales, moving trailer and truck rental, construction equipment rental yards and farm equipment and machinery sales and rental.

**Commercial Vehicle and Equipment Repair:** An establishment providing commercial vehicle, trailer and equipment repair or maintenance services within a completely enclosed building which have associated storage, overnight or otherwise, of vehicles, equipment, supplies, parts or inventory in an enclosed area outside the building.

**Outdoor Storage:** The commercial storage or keeping of building materials, equipment, fuels, vehicles, goods, or commodities or raw materials outside of a building or structure. Outdoor storage shall be subject to the regulations set forth in Section 9-27-230 of this Title. The use shall be allowable only as an accessory to the primary use of the establishment.

**Recreational Vehicle:** A vehicular unit designed as a temporary dwelling for travel, recreation, and vacation use that is either self-propelled or is mounted on or pulled by another vehicle, including, but not limited to, a travel trailer, truck camper, or motor home.

**Semitrailer:** A vehicle with or without motive power:

1. designed for carrying persons or property and for being drawn by a motor vehicle;
2. constructed so that some part of its weight and that of its load rests on or is carried by another vehicle; and
3. are not fifth-wheel recreational vehicle trailers.

**Travel Trailer:** A vehicle, other than a motor vehicle, which is designed or used for temporary human habitation and for travel or recreational purposes, which is less than eight feet in width and forty feet in length, and which may be moved upon a public highway without a special permit or chauffeur's license without violating vehicle or traffic codes, including but not limited to camp trailers and folding tent trailers.

**Truck Tractor:** A commercial vehicle:

1. designed and used primarily for drawing other vehicles; and
2. constructed to carry a part of the weight of the vehicle and load drawn by the truck tractor.

**Vehicle:** A properly licensed automobile, truck, trailer, boat or other device in which a person or thing is or can be transported from one place to another or a bicycle.

~~**Vehicle and Equipment Rental or Sale:** An establishment engaged in the retail or wholesale sale or rental, from the premises, of motorized vehicles or equipment, along with incidental service or maintenance. Typical uses include new and used automobile and truck sales, automobile rental, boat sales, motorcycle sales, construction equipment rental yards, moving trailer rental and farm equipment and machinery sales and rental.~~

**Vehicle Rental:** An establishment engaged in the rental from the premises of motorized vehicles, along with incidental service or maintenance. Typical uses include used automobile and truck rentals, boat rentals, recreational vehicle rentals and motorcycle rentals. Vehicle rental businesses may include incidental and infrequent sales of vehicles in order to turn over inventory.

**Vehicle and Equipment Repair, General:** An establishment providing motor vehicle repair or maintenance services within completely enclosed buildings, including paint and body shops or other general vehicle repair services which have associated storage, overnight or otherwise, of vehicles, equipment, supplies, parts, or inventory in an enclosed area outside of the building.



**Table 9-11-2  
Permitted and Conditional Uses Allowed in CSD Zones**

| Uses | Zones |     |    |
|------|-------|-----|----|
|      | DP    | DRC | SF |

| Commercial Uses                    |               |    |    |
|------------------------------------|---------------|----|----|
| Vehicle Rental, <del>Limited</del> | <del>PC</del> | NP | NP |
| Vehicle Repair, Limited            | C             | NP | NP |

**Table 9-13-1 Permitted and Conditional Uses Allowed in Manufacturing Zones**

| Use  | Zones        |               |
|--|--------------|---------------|
|  | M1           | M2            |
| <del>Commercial Vehicle and Equipment Rental or Sale</del> | <del>P</del> | <del>P</del>  |
| <del>Commercial Vehicle and Equipment Repair</del>         | <del>P</del> | <del>P</del>  |
| <del>Vehicle and equipment rental or sale</del>            | <del>P</del> | <del>NP</del> |
| Vehicle <del>equipment</del> repair, general               | P            | NP            |
| Vehicle repair, limited                                    | P            | NP            |
| <del>Vehicle Rental</del>                                  | <del>P</del> | <del>NP</del> |
| <del>Vehicle Sale</del>                                    | <del>P</del> | <del>NP</del> |

**Table 9-14-1, Allowed Uses in the TSD Zone**

| Use  | Intensity Areas           |                           |              |
|--|---------------------------|---------------------------|--------------|
|  | TSD-1                     | TSD-2                     | TSD-3        |
| <del>Vehicle and equipment rental or sale (autos, boats and RV's only)</del> | <del>C<sup>17</sup></del> | <del>C<sup>17</sup></del> | <del>P</del> |
| Vehicle <del>equipment</del> repair, general                                 | NP                        | NP                        | C            |
| Vehicle repair, limited  | NP                        | C                         | P            |
| <del>Vehicle Rental</del>  | <del>C<sup>17</sup></del> | <del>C<sup>17</sup></del> | <del>P</del> |
| <del>Vehicle Sale</del>  | <del>C<sup>17</sup></del> | <del>C<sup>17</sup></del> | <del>P</del> |

17 - Vehicle ~~and equipment~~ storage, maintenance and repair must be wholly contained within a structure, and not visible from the public ROW.

**Section 9-18-010 Draper Peaks Commercial Special District**

**B. Permitted Uses**

14. Business equipment rental and supplies
- ~~18. Vehicle Rental, limited~~
- ~~189.~~ Dining Club
- ~~2019.~~ Social Club

**C. Conditional Uses**

3. Vehicle repair, limited
- ~~4. Vehicle Rental~~

**Section 9-18-070 Lone Peak Commercial Special District**

- C. Permitted Uses within the Lone Peak Commercial Special District Zone.** The following are permitted uses in the LPCSD. The following Preferred Permitted Uses are critical permitted uses to accelerate and preserve the unique business environment in the LPCSD. Additional Permitted Uses are listed below that will further solidify the vitality and diversity of the business interests in the LPCSD.

**Preferred Permitted Uses**

1. Manufacturing (Controlled)
7. Wholesale and Warehousing, Restricted, provided it is not within 80 feet of any residentially zoned property adjacent to the perimeter of the LPSCD.

**Other Permitted Uses**

8. Agriculture.
45. Vehicle ~~and Equipment~~ Rental ~~or Sale~~.
46. Vehicle ~~and Equipment~~ Repair, General, in conjunction with a Preferred Permitted Use defined above.
50. Wireless Telecommunications Facility.
- ~~51. Commercial Vehicle and Equipment Rental or Sale.~~
- ~~52. Commercial Vehicle and Equipment Repair, in conjunction with a Preferred Permitted Use defined above.~~
- ~~53. Vehicle Sale.~~

- D. Conditional Uses.** The following uses are allowed in the LPCSD by conditional use permit only:

1. Auto, Truck, RV and Equipment Storage.
8. Vehicle ~~and Equipment~~ Repair, General, when the use is not in conjunction with a Preferred Permitted Use defined above.
9. Veterinary Service that includes grooming and boarding services.
- ~~10. Commercial Vehicle and Equipment Repair, when the use is not in conjunction with a Preferred Permitted Use defined above.~~



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**Development Review Committee**

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

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**STAFF REPORT**

January 27, 2014

**To:** Draper City Planning Commission  
Business Date: February 13, 2014

**From:** Development Review Committee

**Prepared By:** Jennifer Jastremsky, AICP, Planner II  
Planning Division  
Community Development Department

**Re: City Initiated Vehicle and Equipment Rental or Sales – Text Amendment Request**

Application No.: 140127-1020E  
Applicant: City of Draper  
Project Location: NA  
Zoning: Various Zoning Districts  
Acreage: NA  
Request: Request for approval of a Text Amendment modifying definitions and the permitted and conditional use charts in several zoning districts in relation to Vehicle and Equipment Rental or Sales.

**SUMMARY**

This application is a request for approval of a Text Amendment to alter the provisions of vehicle and equipment rental or sales. On November 19, 2013 the City Council approved Ordinance #1076 to allow “Vehicle and Equipment Rental or Sales” in the Community Commercial zone with the requirement that staff bring language back to the Council to clean up the definitions. On December 3, 2013 the City Council approved Ordinance #1079 which placed a six month moratorium on the establishment of Equipment Rental or Sales Businesses within the Community Commercial zoning district. The purpose of the moratorium is to allow staff time to alter the definitions and use charts for vehicle and equipment rental and sales type businesses.

**BACKGROUND**

Based on the feedback provided by the City Council at the November 19, 2013 meeting, staff was able to adjust the definitions concerning vehicle and equipment rental and sales. Staff is proposing to remove the existing use of “Vehicle and Equipment Rental or Sale” from the code and in its place create four new definitions: “Vehicle Rental”, “Vehicle Sale”, “Commercial Vehicle and Equipment Rental or Sale” and “Commercial Vehicle and Equipment Repair”. The definitions also will now include a definition for “Commercial Equipment”. Definitions already exist for “Commercial Trailer”, “Commercial Vehicle”, and “Vehicle”.



Proposed Definitions:

**Commercial Equipment:** Equipment or machinery used generally within the manufacturing, construction or farming industries. Typical equipment includes cranes, forklifts, asphalt pavers, backhoes, bulldozers, and trackers.

**Commercial Vehicle and Equipment Rental or Sale:** An establishment engaged in the retail sale, wholesale or rental from the premises of motorized commercial vehicles, trailers and equipment, along with incidental service or maintenance. Typical uses include new or used commercial vehicle and truck sales, moving trailer and truck rental, construction equipment rental yards and farm equipment and machinery sales and rental.

**Commercial Vehicle and Equipment Repair:** An establishment providing commercial vehicle, trailer and equipment repair or maintenance services within a completely enclosed building which have associated storage, overnight or otherwise, of vehicles, equipment, supplies, parts or inventory in an enclosed area outside the building.

**Vehicle Rental:** An establishment engaged in the rental from the premises of motorized vehicles, along with incidental service or maintenance. Typical uses include used automobile and truck rentals, boat rentals, recreational vehicle rentals and motorcycle rentals. Vehicle rental businesses may include incidental and infrequent sales of vehicles in order to turn over inventory.

**Vehicle Sale:** An establishment engaged in the retail sale or wholesale from the premises of motorized vehicles, along with incidental service or maintenance. Typical uses include new and used automobile and truck sales, boat sales, recreational vehicle sales and motorcycle sales.

The new uses clarify when a use is referring to a typical automobile or truck versus a commercial trailer or equipment, such as a backhoe or tractor. These changes will allow the City to better regulate what types of uses are allowed in each zoning district. The remainder of the text amendments augments the permitted and conditional use charts in affected zones to adjust for the old and new use categories. The legislative draft showing the changes can be found in Exhibit A of this staff report.

## **ANALYSIS**

*General Plan and Zoning.* The changes affect several different zoning districts, all of which fall within a commercial or industrial land use designation. The purpose of these “employment” land use designations are to “provide a variety of goods and services to the people who live in, work in, or visit Draper and have been designated throughout the community at an appropriate scale and location.”

The changes do not really alter what is allowed in each zone so much as reorganize what’s allowed. Below is a list of affected zoning districts:

CN (Neighborhood Commercial), CC (Community Commercial), CR (Regional Commercial), CG (General Commercial), CI (Interchange Commercial), CBP (Business/Manufacturing Park), M1(Light Manufacturing), M2 (Major Manufacturing), TSD-1(Transit Station District 1), TSD-2 (Transit Station District 2), TSD-3 (Transit Station District 3), DP-CSD (Draper Peaks Commercial Special District), LP-CSD (Lone Peak Commercial Special District)

As part of staff’s presentation at the meeting a map will be shown of the above zoning districts.

Criteria For Approval. The criteria for review and potential approval of a Text 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.

## **REVIEWS**

Planning Division Review. The Draper City Planning Division has completed their review of the Text Amendment submission and has issued a recommendation for approval without additional comments.

Legal Division Review. The Draper City Legal Division has completed their reviews of the Text Amendment submission and has issued a recommendation for approval without additional comments.

Noticing. Notice has been properly issued in the manner outlined in the City and State Codes.

## **STAFF RECOMMENDATION**

Staff recommends a positive recommendation to the City Council for the City Initiated Text Amendment, application #140127-1020E.

This recommendation is based on the following findings:

- 1. The proposed amendment is consistent with goals, objectives and policies of the City's General Plan.
- 2. The proposed development conforms to the general aesthetic and physical development of commercial and manufacturing zones.
- 3. The proposed amendment is consistent with the standards of any applicable overlay zone.
- 4. The proposed development plans will not be deleterious to the health, safety, and general welfare of the general public.



## **MODEL MOTIONS**

Sample Motion for a Positive Recommendation – “I move we forward a positive recommendation to the City Council for the City Initiated Vehicle and Equipment Rental or Sales Text Amendment Request for the purpose of modifying definitions and the permitted and conditional use charts in several zoning districts in relation to vehicle and equipment rental or sales, application #140127-1020E, based on the findings listed in the Staff Report dated January 27, 2014.”

Sample Motion for a Negative Recommendation – “I move we forward a negative recommendation to the City Council for the City Initiated Vehicle and Equipment Rental or Sales Text Amendment Request for the purpose of modifying definitions and the permitted and conditional use charts in several zoning districts in relation to vehicle and equipment rental or sales, application #140127-1020E, based on the following findings:”

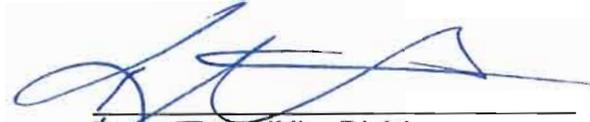
1. List any additional findings...

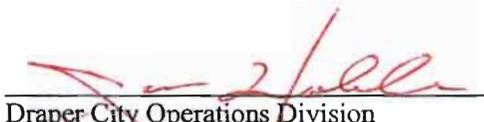


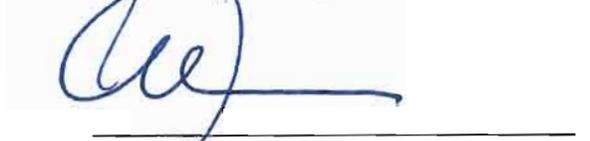
**DEVELOPMENT REVIEW COMMITTEE ACKNOWLEDGEMENT**

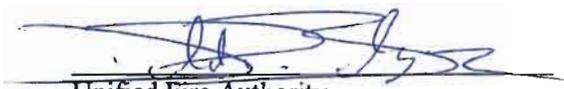
We, the undersigned, as duly appointed members of the Draper City Development Review Committee, do acknowledge that the application which provides the subject for this staff report has been reviewed by the Committee and has been found to be appropriate for review by the Draper City Planning Commission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

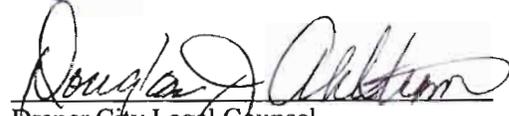
  
\_\_\_\_\_  
Draper City Engineering Division

  
\_\_\_\_\_  
Draper City Building Division

  
\_\_\_\_\_  
Draper City Operations Division

  
\_\_\_\_\_  
Draper City Planning Division

  
\_\_\_\_\_  
Unified Fire Authority

  
\_\_\_\_\_  
Draper City Legal Counsel



**EXHIBIT A**  
**LEGISLATIVE LANGUAGE**

## Vehicle and Equipment Rental or Sales Text Amendments

### Section 9-3-040 Definitions.

**Auto, Truck, RV and Equipment Storage:** Temporary outside storage of both new and used motor vehicles and equipment awaiting distribution. Such storage may include an impound lot, but is not to include nonserviceable or dilapidated vehicles or equipment.

**Business Equipment Rental and Supplies:** An establishment primarily engaged in the sale, rental or repair of equipment and supplies used by office, professional or business service establishments, or individuals. Excludes automotive, construction and farm equipment. Typical uses include office equipment and supply firms, small business machine repair shops and hotel equipment and supply firms.

**Commercial Equipment:** Equipment or machinery used generally within the manufacturing, construction or farming industries. Typical equipment includes cranes, forklifts, asphalt pavers, backhoes, bulldozers, and trackers.

**Commercial Trailer:** A vehicle without motive power used in commerce to transport passengers or property which:

1. is designed to be towed by another vehicle;
2. has a gross weight rating or gross weight of more than 10,000 pounds, whichever is greater; and
3. is not a recreational vehicle or designed to exclusively carry or transport one or more recreational vehicles.

**Commercial Vehicle:** A motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle:

1. has a gross vehicle weight rating or gross vehicle weight of 26,001 pounds or more whichever is greater;
2. is designed to transport 16 or more passengers, including the driver; or
3. is of any size and is used in the transportation of hazardous materials as defined in 49 U.S.C 5103 and is required to be placarded under subpart F of 49 C.F.R part 172 or any quantity of a material listed as a select agent or toxin in 42 C.F.R. part 73.

**Commercial Vehicle and Equipment Rental or Sale:** An establishment engaged in the retail sale, wholesale or rental from the premises of motorized commercial vehicles, trailers and equipment, along with incidental service or maintenance. Typical uses include new or used commercial vehicle and truck sales, moving trailer and truck rental, construction equipment rental yards and farm equipment and machinery sales and rental.

**Commercial Vehicle and Equipment Repair:** An establishment providing commercial vehicle, trailer and equipment repair or maintenance services within a completely enclosed building

which have associated storage, overnight or otherwise, of vehicles, equipment, supplies, parts or inventory in an enclosed area outside the building.

**Outdoor Storage:** The commercial storage or keeping of building materials, equipment, fuels, vehicles, goods, or commodities or raw materials outside of a building or structure. Outdoor storage shall be subject to the regulations set forth in Section 9-27-230 of this Title. The use shall be allowable only as an accessory to the primary use of the establishment.

**Recreational Vehicle:** A vehicular unit designed as a temporary dwelling for travel, recreation, and vacation use that is either self-propelled or is mounted on or pulled by another vehicle, including, but not limited to, a travel trailer, truck camper, or motor home.

**Semitrailer:** A vehicle with or without motive power:

1. designed for carrying persons or property and for being drawn by a motor vehicle;
2. constructed so that some part of its weight and that of its load rests on or is carried by another vehicle; and
3. are not fifth-wheel recreational vehicle trailers.

**Travel Trailer:** A vehicle, other than a motor vehicle, which is designed or used for temporary human habitation and for travel or recreational purposes, which is less than eight feet in width and forty feet in length, and which may be moved upon a public highway without a special permit or chauffeur's license without violating vehicle or traffic codes, including but not limited to camp trailers and folding tent trailers.

**Truck Tractor:** A commercial vehicle:

1. designed and used primarily for drawing other vehicles; and
2. constructed to carry a part of the weight of the vehicle and load drawn by the truck tractor.

**Vehicle:** A properly licensed automobile, truck, trailer, boat or other device in which a person or thing is or can be transported from one place to another or a bicycle.

~~**Vehicle and Equipment Rental or Sale:** An establishment engaged in the retail or wholesale sale or rental, from the premises, of motorized vehicles or equipment, along with incidental service or maintenance. Typical uses include new and used automobile and truck sales, automobile rental, boat sales, motorcycle sales, construction equipment rental yards, moving trailer rental and farm equipment and machinery sales and rental.~~

**Vehicle Rental:** An establishment engaged in the rental from the premises of motorized vehicles, along with incidental service or maintenance. Typical uses include used automobile and truck rentals, boat rentals, recreational vehicle rentals and motorcycle rentals. Vehicle rental businesses may include incidental and infrequent sales of vehicles in order to turn over inventory.

**Vehicle and Equipment Repair, General:** An establishment providing motor vehicle repair or maintenance services within completely enclosed buildings, including paint and body shops or



**Table 9-11-2**

**Permitted and Conditional Uses Allowed in CSD Zones**

| Uses | Zones |     |    |
|------|-------|-----|----|
|      | DP    | DRC | SF |

| Commercial Uses                    |           |    |    |
|------------------------------------|-----------|----|----|
| Vehicle Rental, <del>Limited</del> | <u>PC</u> | NP | NP |
| Vehicle Repair, Limited            | C         | NP | NP |

**Table 9-13-1 Permitted and Conditional Uses Allowed in Manufacturing Zones**

| Use  | Zones    |           |
|--|----------|-----------|
|  | M1       | M2        |
| <u>Commercial Vehicle and Equipment Rental or Sale</u> | <u>P</u> | <u>P</u>  |
| <u>Commercial Vehicle and Equipment Repair</u>         | <u>P</u> | <u>P</u>  |
| <del>Vehicle and equipment rental or sale</del>        | <u>P</u> | <u>NP</u> |
| Vehicle <del>equipment</del> repair, general           | P        | NP        |
| Vehicle repair, limited                                | P        | NP        |
| <u>Vehicle Rental</u>                                  | <u>P</u> | <u>NP</u> |
| <u>Vehicle Sale</u>                                    | <u>P</u> | <u>NP</u> |

**Table 9-14-1, Allowed Uses in the TSD Zone**

| Use  | Intensity Areas       |                       |          |
|--|-----------------------|-----------------------|----------|
|  | TSD-1                 | TSD-2                 | TSD-3    |
| <del>Vehicle and equipment rental or sale (autos, boats and RV's only)</del> | <u>C<sup>17</sup></u> | <u>C<sup>17</sup></u> | <u>P</u> |
| Vehicle <del>equipment</del> repair, general                                 | NP                    | NP                    | C        |
| Vehicle repair, limited  | NP                    | C                     | P        |
| <u>Vehicle Rental</u>  | <u>C<sup>17</sup></u> | <u>C<sup>17</sup></u> | <u>P</u> |
| <u>Vehicle Sale</u>  | <u>C<sup>17</sup></u> | <u>C<sup>17</sup></u> | <u>P</u> |

17 - Vehicle ~~and equipment~~ storage, maintenance and repair must be wholly contained within a structure, and not visible from the public ROW.

**Section 9-18-010 Draper Peaks Commercial Special District**

**B. Permitted Uses**

14. Business equipment rental and supplies
- ~~18. Vehicle Rental, limited~~
- ~~189.~~ Dining Club
- ~~2019.~~ Social Club

**C. Conditional Uses**

3. Vehicle repair, limited
- ~~4. Vehicle Rental~~

**Section 9-18-070 Lone Peak Commercial Special District**

- C. Permitted Uses within the Lone Peak Commercial Special District Zone.** The following are permitted uses in the LPCSD. The following Preferred Permitted Uses are critical permitted uses to accelerate and preserve the unique business environment in the LPCSD. Additional Permitted Uses are listed below that will further solidify the vitality and diversity of the business interests in the LPCSD.

**Preferred Permitted Uses**

1. Manufacturing (Controlled)
7. Wholesale and Warehousing, Restricted, provided it is not within 80 feet of any residentially zoned property adjacent to the perimeter of the LPSCD.

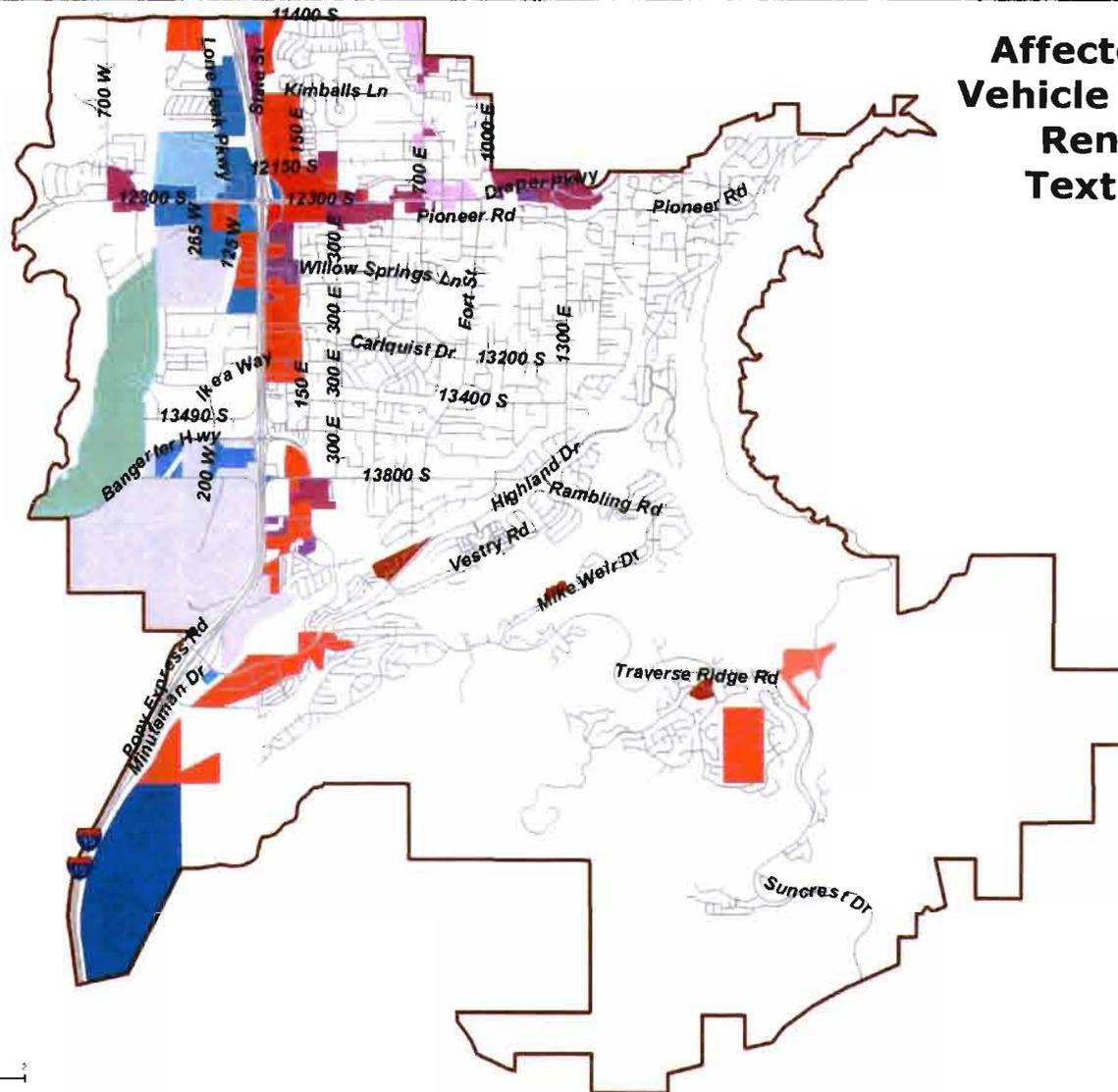
**Other Permitted Uses**

8. Agriculture.
45. Vehicle ~~and Equipment~~ Rental ~~or Sale~~.
46. Vehicle ~~and Equipment~~ Repair, General, in conjunction with a Preferred Permitted Use defined above.
50. Wireless Telecommunications Facility.
- ~~51. Commercial Vehicle and Equipment Rental or Sale.~~
- ~~52. Commercial Vehicle and Equipment Repair, in conjunction with a Preferred Permitted Use defined above.~~
- ~~53. Vehicle Sale.~~

- D. Conditional Uses.** The following uses are allowed in the LPCSD by conditional use permit only:

1. Auto, Truck, RV and Equipment Storage.
8. Vehicle ~~and Equipment~~ Repair, General, when the use is not in conjunction with a Preferred Permitted Use defined above.
9. Veterinary Service that includes grooming and boarding services.
- ~~10. Commercial Vehicle and Equipment Repair, when the use is not in conjunction with a Preferred Permitted Use defined above.~~

# Affected Zones Map: Vehicle and Equipment Rental or Sales Text Amendment



## Legend

-  City Limits
- ZONING**
-  C-2
-  C-3
-  CBP
-  CC
-  CG
-  CI
-  CN
-  CR
-  CSD-DP
-  CSD-LP
-  M1
-  M2
-  TSD



## PC Minutes

Return to Agenda

# ITEM #13

**ORDINANCE NO. 1086**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DRAPER, UTAH, AMENDING CHAPTER 3-4 OF THE DRAPER CITY MUNICIPAL CODE PERTAINING TO GOVERNMENT RECORDS ACCESS AND MANAGEMENT; UPDATING REFERENCES TO COMPLY WITH CURRENT STATE LAW; REPEALING SECTIONS 3-4-070 PRIVACY RIGHTS AND 3-4-160 CITY ARCHIVES; AND MAKING TECHNICAL CHANGES**

**WHEREAS**, the City adopted its Draper City Government Records Access and Management (GRAMA) ordinance on December 1, 1998 and has made no modifications thereto since that time; and

**WHEREAS**, the City's ordinance makes numerous references to the Utah Government Records Access and Management Act, which has been amended several times during the past decade; and

**WHEREAS**, the City's GRAMA ordinance needs to be amended to update the references to the State Code; and

**WHEREAS**, Sections 3-4-070 Privacy Rights and 3-4-160 City Archives no longer serve meaningful purposes and need to be repealed; and

**WHEREAS**, other technical changes and amendments need to be made to the whole of Draper City Municipal Code Chapter 3-4 to ensure conformity to State law;

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

**Section 1. Chapter Amended.** Chapter 3-4 of the Draper City Municipal Code is hereby amended to read as attached hereto.

**Section 2. Effective date.** This ordinance shall be effective immediately upon posting after final passage.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.**

**ATTEST:**

**DRAPER CITY**

By: \_\_\_\_\_  
**Rachelle Conner, City Recorder**

By: \_\_\_\_\_  
**Troy K. Walker, Mayor**

## Chapter 3-4 GOVERNMENT RECORDS ACCESS AND MANAGEMENT

Sections:

3-4-010 Short Title.

3-4-020 Purpose.

3-4-030 Definitions.

~~3-4-030~~040 Compliance with State Law.

~~3-4-040 Additional Definitions~~

3-4-050 ~~Public Access to Records.~~ Right to Inspect Records and Receive Copies.

3-4-060 Public, Private, Controlled, and Protected Records.

~~3-4-070 Privacy Rights.~~

~~3-4-080-070 Designation.~~ Classification and Retention.

~~3-4-090-080~~ Procedures for Records Request.

~~3-4-100-090~~ Fees.

~~3-4-110-100~~ Appeals.

~~3-4-120-110~~ Record Amendments.

~~3-4-130-120~~ Penalties.

~~3-4-140-130~~ Records Officer.

~~3-4-150-140~~ Records Maintenance.

~~3-4-160 City Archives.~~

**Section 3-4-010 Short Title.** This ~~C~~chapter shall be known as the Draper City Government Records Access and Management Ordinance, and may be so cited and pleaded.

**Section 3-4-020 Purpose.** In enacting this ~~C~~chapter, it is the purpose and intent of the City Council to ~~adopt an Ordinance acknowledging~~ acknowledge and ~~complying~~ with the Utah Government Records Access and Management Act as contained in Chapter 2 of Title 63G of the Utah Code Annotated 1953, as amended, (~~hereinafter referred to as the Act~~), and specifically to conform with Section 63G-2-701 ~~thereof~~ the Act which provides that the City may adopt an ordinance ~~or a policy~~ relating to information practices ~~of the City and its agencies~~ including classification, designation, ~~scheduling~~, access, denials, segregation, appeals, management, retention, and amendment of records.

**Section 3-4-030 Definitions.** As used in this chapter:

(a) "Act" means the Government Records Access and Management Act, Chapter 2 of Title 63G of the Utah Code Annotated 1953, as amended.

(b) "Agency" means any office, department, division, section, staff office, board, commission, committee or other division of Draper City or any public or private entity which pursuant to contract with the City has agreed to produce and maintain public City records.

(c) "City" means Draper City.

(d) "Computer software program" means the series of instructions or statements that permit the functioning of a computer system in a manner designed to provide storage, retrieval, and manipulation of data from the computer system, and any associated documentation, manuals, or other source material explaining how to operate the software program. "Software" does not include the original data or record which is manipulated by the software.

(e) "Controlled records" means those defined as controlled under the provisions of this chapter and in accordance with the provisions of the Act.

(f) "Data" means individual entries, e.g. birth date or address, in records.

(g) "Dispose" means to destroy, or render irretrievable or illegible, a record or the information contained in it by any physical, electronic, or other means, including unauthorized deletion or erasure of electronically recorded audio, visual, non-written formats, data processing, or other records.

(h) "Non-public records" means those records defined as private, controlled, or protected under the provisions of this chapter and the Act.

(i) "Private records" means those records classified as private under the provisions of this chapter and the Act.

(j) "Protected records" means those records classified as protected under the provisions of this chapter and the Act.

(k) "Public records" shall refer to those records which have not been classified as non-public in accordance with the provisions of this chapter and the Act.

(l) "Record" means a book, letter, document, paper, map, plan, photograph, film, card, tape, recording, electronic data, or other documentary material regardless of physical form or characteristics, prepared, owned, received, or retained by the City where all of the information in the original is reproducible by photocopy or other mechanical or electronic means. "Record" does not mean:

(1) a personal note or personal communication prepared or received by an employee or officer of the City in a capacity other than the employee's or officer's governmental capacity, or that is unrelated to the conduct of the public's business;

(2) a temporary draft or similar material prepared for the originator's personal use or prepared by the originator for the personal use of an individual for whom the originator is working;

(3) material that is legally owned by an individual in the individual's private capacity;

(4) material to which access is limited by the laws of copyright or patent unless the copyright or patent is owned by a governmental entity or political subdivision;

(5) proprietary software;

(6) junk mail or a commercial publication received by the City or an official or employee of the City;

(7) a book that is cataloged, indexed, or inventoried and contained in the collections of a library open to the public;

(8) material that is cataloged, indexed, or inventoried and contained in the collections of a library open to the public, regardless of physical form or characteristics of the material;

(9) a daily calendar or other personal note prepared by the originator for the originator's personal use or for the personal use of an individual for whom the originator is working;

(10) a computer program that is developed or purchased by or for the City for its own use;

(11) a note or internal memorandum prepared as part of the deliberative process by:

(i) a member of the judiciary;

(ii) an administrative law judge;

(iii) a member of any other body charged by law with performing a quasi-judicial function;

(12) a telephone number or similar code used to access a mobile communication device that is used by an employee or officer of the City, provided that the employee or officer of the City has designated at least one business telephone number that is a public record as provided in Utah Code Ann 63G-2-301; or

(13) information that an owner of unimproved property provides to the City as provided in Utah Code Ann. 11-42-205.

**Section 3-4-030 Compliance with State Law.** ~~In enacting this Chapter the City Council hereby adopts and incorporates by reference the~~ The following provisions of the Act ~~as part of this Ordinance are hereby adopted and corporate by reference~~ as though fully set forth herein. Any inconsistency or conflict between this ~~Ordinance chapter~~ and the following ~~referenced~~ statutes of the State of Utah shall be governed by the statute.

### **General Provisions**

- 63G-2-102. Legislative intent.
- 63G-2-103. Definitions.
- 63G-2-104. Administrative Procedures Act not applicable.
- 63G-2-105. Confidentiality agreements.
- 63G-2-106. Records of security measures.
- 63G-2-107. Disclosure of records subject to federal law.
- 63G-2-108. Certification of records officer.

#### **-Access to Records**

- 63G-2-201. Right to inspect records and receive copies of records.
- 63G-2-202. Access to private, controlled and protected documents.
- 63G-2-205. Denials.
- 63G-2-206. Sharing records.
- 63G-2-207. Subpoenas – Court ordered disclosure for discovery.

#### **Classification**

- 63G-2-301. Records that must be disclosed.
- 63G-2-302. Private records.
- 63G-2-303. Private information concerning certain government employees.
- 63G-2-304. Controlled records.
- 63G-2-304.5. Protected records.
- 63G-2-305.6. Procedure to determine classification.
- 63G-2-306.7. Duty to evaluate records and make designations and classifications.
- 63G-2-307.8. Segregation of records.
- 63G-2-308.9. Business eConfidentiality claims.
- 63G-2-310. Records made public after 75 years.

#### **Confidential Treatment of Records**

- ~~63-2-405 Confidential treatment of records for which no exemption applies~~

#### **Accuracy of Records**

- 63G-2-601. Rights of individuals on whom data is maintained – Classification statement  
– Notice to provider of information.
- 63G-2-602. Disclosure to subject of records - Context of use.
- 63G-2-604. Retention and disposition of records.

#### **-Applicability to Political Subdivisions**

- 63G-2-701. Political subdivisions ~~to enact~~ may adopt ordinances in compliance with chapter

#### **Remedies**

- 63G-2-801. Criminal penalties.
- 63G-2-802. Injunction - Attorneys' Fees.
- 63G-2-803. No individual liability for certain decisions of a governmental entity.
- 63G-2-804. Violation of provision of chapter – Penalties for intentional mutilation or destruction - Disciplinary action.

~~Archives and Records Service~~

~~63-2-903 Duties of governmental entities~~

~~63-2-905 Records declared property of the State—Disposition~~

~~63-2-907 Right to reply in~~

~~3-4-040 Additional Definitions.~~

**Section 3-4-040 Additional Definitions.** ~~As used in this Ordinance, certain words and terms are defined as follows:~~

(a) ~~"Act" shall refer to the Government Records Access and Management Act, Chapter 2 of Title 63 of the Utah Code Annotated 1953, as amended.~~

(b) ~~"Agency" shall refer to any office, department, division, section, staff office, board, commission, committee or other division of Draper City or any public or private entity which pursuant to contract with the City has agreed to produce and maintain public City records.~~

(c) ~~"City" shall mean Draper City.~~

(d) ~~"Computer software program" means the series of instructions or statements that permit the functioning of a computer system in a manner designed to provide storage, retrieval, and manipulation of data from the computer system, and any associated documentation, manuals, or other source material explaining how to operate the software program. "Software" does not include the original data or record which is manipulated by the software.~~

(e) ~~"Controlled records" shall be those defined as controlled under the provisions of this Ordinance and in accordance with the provisions of the Act.~~

(f) ~~"Data" shall refer to individual entries (for example, birth date, address, etc.) in records.~~

(g) ~~"Dispose" means to destroy, or render irretrievable or illegible, a record or the information contained in it by any physical, electronic, or other means, including unauthorized deletion or erasure of electronically recorded audio, visual, non-written formats, data processing, or other records.~~

(h) ~~"Non-public records" shall refer to those records defined as private, controlled, or protected under the provisions of this Ordinance and the Act.~~

(i) ~~"Private records" shall refer to those records classified as private under the provisions of this Ordinance and the Act.~~

(j) ~~"Protected records" shall refer to those records classified as protected under the provisions of this Ordinance and the Act.~~

~~(k) "Public records" shall refer to those records which have not been classified as non-public in accordance with the provisions of this Ordinance and the Act.~~

~~(l) "Record" means all books, letters, documents, papers, maps, plans, photographs, films, cards, tapes, recordings, or other documentary materials, and electronic data regardless of physical form or characteristics, prepared, owned, used, received, or retained by the City where all the information in the original is reproducible by some mechanical, electronic, photographic or other means.~~

~~(1) "Record" does not mean:~~

~~(i) Temporary drafts or similar materials prepared for the originator's personal use or prepared by the originator for the personal use of a person for whom he or she is working;~~

~~(ii) Materials that are legally owned by an individual in his or her private capacity;~~

~~(iii) Materials to which access is limited by the laws of copyright or patent;~~

~~(iv) Junk mail or commercial publications received by the City or by an officer or employee of the City;~~

~~(v) Books and other materials that are catalogued, indexed, or inventoried and contained in the collections of County libraries open to the public, regardless of physical form or characteristics of the material;~~

~~(vi) Personal notes or daily calendars prepared by any City employee for personal use or the personal use of a supervisor or such notes, calendars or internal memoranda prepared for the use of an officer or agency acting in a quasi-judicial or deliberative process or pursuant to matters discussed in a meeting closed pursuant to the Utah Open Meetings Act; or~~

~~(vii) Proprietary computer software programs as defined above that are developed or purchased by or for the City for its own use.~~

### **Section 3-4-050 Public Access Right to Inspect Records and Receive Copies.**

~~(a) Right to Access. Members of the public shall have the right to see, review, examine and take copies, in any format maintained by the City, of all City governmental records defined as "public" under the provisions of this Ordinance, upon the payment of the lawful fee and pursuant to the provisions of this Chapter, the Act, and policies and procedures developed hereunder. inspect records and receive copies of records. Every person has the right to inspect a public record free of charge, and the right to take a copy of a public record during normal~~

working hours, subject to Sections 63G-2-203 and 63G-2-204 of the Act and the provisions of this chapter.

(b) Obligation to Create. The City has no obligation to create a record or record series in response to a request from a member of the public, if the record requested is not otherwise regularly maintained or kept. In response to a request, the City is not required to:

(1) create a record;

(2) compile, format, manipulate, package, summarize, or tailor information;

(3) provide a record in a particular format, medium, or program not currently maintained by the City;

(4) fulfill a person's records request if the request unreasonably duplicates prior records requests from that person; or

(5) fill a person's records request if:

(i) the record requested is accessible in the identical physical form and content in a public publication or product produced by the City;

(ii) the City provides the person requesting the record with the public publication or product; and

(iii) the City specifies where the record can be found in the public publication or product.

(e) Duty of Custodial Agency. When a record is temporarily held by a custodial City agency, pursuant to that custodial agency's statutory and ordinance functions, such as records storage, investigation, litigation or audit, the record shall not be considered a record of the custodial agency for the purposes of this Chapter. The record shall be considered a record of the agency or agencies which usually keeps or maintains that record and any request for access to such records shall be directed to that agency or agencies, rather than the custodial agency, pursuant to procedures established by the City. Only when records have been formally filed for permanent archival retention shall City Archives be responsible for responding to records requests.

### **Section 3-4-060 Public, Private, Controlled, and Protected Records.**

(a) Public records shall be those City records as defined in Section 63-2-201 of the Act and as classified and defined in procedures established pursuant to this Chapterchapter. Public records shall be made available to any person. All City records are considered public unless they are: (1) expressly classified otherwise in accordance with policies and procedures established by this Chapter; (2) are so classified by the Act; or (3) are made non-public by other applicable law.

(b) Private records shall be those ~~City~~ records classified as "private", as defined in Section 63-2-302 of the Act and as classified and defined in procedures established pursuant to this ~~Chapter~~chapter. Private records shall be made available to:

(1) ~~the following persons:~~ The subject of the record;

(2) ~~the~~ the parent or legal guardian of an unemancipated minor who is the subject of the record;

(3) ~~the~~ the legal guardian of ~~an~~ a legally incapacitated individual who is the subject of the record;

(4) any ~~person~~ other individual who:

(i) ~~has a power of attorney or a notarized release~~ from the subject of the record ~~or his or her legal representative;~~

(ii) ~~submits a notarized release from the subject of the record or the individual's legal representative dated no more than 90 days before the date the request is made;~~ or

(iii) ~~if the record is a medical record described in Subsection 63G-2-302(1)(b), is a health care provider, as defined in Section 26-33a-102, if releasing the record or information in the record is consistent with normal professional practice and medical ethics; or~~

(5) ~~any person to whom the record must be provided pursuant to court order as provided in Subsection 63G-2-202(7) or possessed of and serving a legislative subpoena or a court order issued by a court of competent jurisdiction. As provided in Utah Code Title 36, Chapter 14, Legislative Subpoena Powers.~~

(c) Controlled records shall be those ~~City records~~ classified as "controlled", as defined in Section 63-2-303 of the Act and as classified and defined in procedures established in this ~~Chapter~~chapter. Controlled records shall be made available to a physician, psychologist, or ~~licensed-certified social worker, insurance provider or producer, or a government public health agency upon submission of~~ who submits a notarized a release from the subject of the record ~~that is dated no more than 90 days prior to the date request is made; and a signed acknowledgment of the terms of disclosure of controlled information or any person presenting a legislative subpoena or a court order issued by a court of competent jurisdiction.~~

(d) Protected records shall be those ~~City~~ records classified as "protected", as defined in Section 63G-2-3045 of the Act and as classified and defined in procedures established in this ~~Chapter~~chapter. Upon request, and except as provided in Utah Code Ann 63G-2-202(10 or (11)(b), the City shall disclose a ~~Protected records shall be made available to:~~

(1) ~~the~~ the person who submitted the information in the record;

(2) ~~to a person~~ any other individual who:

- (i) who has a power of attorney from all persons, governmental entities, or political subdivisions whose interests were sought to be protected by the protected classification; or
- (ii) submits a notarized release from any all persons, or governmental entities, or political subdivisions whose interests are were sought to be protected by the protected classification of the record, or to any person presenting a legislative subpoena or a court order issued by a court of competent jurisdiction, or from their legal representatives dated no more than 90 days prior to the date the request is made.

**Section 3-4-070 Privacy Rights.** ~~The City recognizes and upholds the personal right of privacy retained by persons who may be the subject of governmental records. When required by law, the City shall notify the subject of a record that a request for access to the subject's record has been made and require the requester of records to provide a written and notarized release of the same before access to such records is provided.~~

**Section 3-4-080-070 Designation, Classification and Retention.** All City records and records series, of any format, shall be classified and scheduled for retention according to the provisions of the Act and this ~~Chapter~~chapter. ~~Any records generated in the future shall also be so classified and scheduled for retention.~~ Records classification and scheduling for retention shall be conducted under the supervision of the ~~City Records Officer~~city records officer~~who shall be assisted by a Classification Review Committee consisting of the Records Officer, the City Manager, and the agency director of the agency in charge of the record in question.~~ Assistance may be requested from the ~~City~~City Attorney as needed. Classification and retention scheduling forms and guidelines shall be prepared and promulgated by the ~~Records Officer~~Records Officer. The City shall by resolution establish a retention schedule for all City records and records series.

### **3-4-090-080 Procedures for Records Request.**

(a) Under circumstances in which the City ~~or an agency~~ is not able to immediately respond to a records request, the requester shall ~~fill out and present to furnish~~ the City ~~or the agency~~a written request on forms provided by the City. The date and time of the request shall be noted on the written request form and all time frames provided under this Chapter~~chapter~~ shall commence from that time and date. Requesters of non-public information shall adequately identify themselves and their status prior to receiving access to non-public records.

(b) The City ~~or the agency~~ may respond to a request for a record by approving the request and providing the records, denying the request, or by giving such other appropriate response as may be established by policies and procedures.

(c) In most circumstances ~~and excepting those eventualities set out below,~~ the City ~~or the agency~~ shall respond to a written request for a public record as soon as reasonably possible, but no later than within 10 ten business days after ~~that receiving the written request as described in this section.~~

(d) Extraordinary circumstances shall justify the City's ~~or the agency's~~ failure to respond to a ~~written~~ request for a public record within ten ~~(10)~~ business days and shall extend the time for response ~~thereto~~ to that time reasonably necessary to respond to the request, as determined by the City ~~or the agency director~~. Extraordinary circumstances shall include but not be limited to the following:

(1) ~~The agency, another agency, or some other~~ another governmental entity is ~~currently and actively~~ using the record ~~requested, in which case the City shall promptly request that the governmental entity currently in possession return the record;~~

(2) ~~The~~ record requested is for either a voluminous quantity of records or requires the ~~agency~~ City to review a large number of records or perform extensive research to locate the materials requested;

(3) ~~The agency~~ the City is currently processing ~~either~~ a large number of records requests ~~or is subject to extraordinary seasonal work loads in the processing of other work;~~

(4) ~~The~~ request decision to release a record involves ~~an analysis of~~ legal issues that require the City to seek legal counsel for the analysis of statutes, rules, ordinances, regulations, or case law ~~to determine the proper response to the request;~~

(5) ~~The request involves extensive editing to separate public data in a record from that which is not public~~ segregating information that the requester is entitled to inspect from information that the requester is not entitled to inspect requires extensive editing; or

(6) ~~The request requires computer programming or other manipulation of data in order to provide the information~~ segregating information that the requester is entitled to inspect from information that the requester is not entitled to inspect requires computer programming.

(e) When a record request cannot be responded to within ten ~~(10)~~ days, the City ~~or the agency director~~ shall give the requester an estimate of the time required to respond to the request.

(f) The failure or inability of the City ~~or an agency~~ to respond to a request for a record within the time frames set out herein, or the City's ~~or agency's~~ denial of such request, shall give the requester the right to appeal ~~as provided herein in Section 3-4-100.~~

(g) Any City record which has been requested ~~in accordance with this Ordinance and the Act~~ that is disposable by the approved retention schedule may not be disposed of until the request is granted and fulfilled, or ~~sixty (60)~~ days after all appeals are completed, ~~pursuant to Section 3-4-100.~~

(h) No ~~City~~ record, disposable by the approved retention schedule, which is subject to pending litigation or audit shall be disposed of until the litigation or audit has been completed or resolved.

### **Section 3-4-~~100-090~~ Fees.**

(a) ~~\_\_\_\_\_~~ -The City may charge a reasonable fee to cover the City's actual costs of duplicating and compiling records requested by any person providing a record. The fee shall be as stated in the City's Consolidated Fee Schedule.

(b) ~~\_\_\_\_\_~~ The fee for compiling When the City compiles a record in a form other than that normally maintained by the City, ~~may include the actual costs~~ may include the following:

(1) ~~\_\_\_\_\_~~ the cost of staff time for summarizing, compiling, formatting, manipulating, packaging, summarizing, or tailoring the record either into an organization or media to meet the person's request;

(2) ~~\_\_\_\_\_~~ ; the cost of staff time for search, retrieval and other direct administrative costs for complying with a request; and

(3) ~~\_\_\_\_\_~~ in the case of fees for a record that is the result of computer output other than word processing, and the actual incremental costs of providing the electronic services and products together with a reasonable portion of the costs associated with formatting or interfacing the information for particular users, and the administrative costs as set for in Utah Code Ann. 63G-2-203(2)(a)(k) and (ii), in accordance with Section 63-2-203 of the Act. The fees may be set and amended by resolution of the City Council and shall be approved by the City Manager. The initial fee, until changed by resolution, is set forth in Appendix A attached hereto.

(c) The City may fulfill a record request without charge when it determines that:

(a1) ~~R~~releasing the record primarily benefits the public rather than a person;

(b2) ~~F~~the individual requesting the record is the subject of the record, or an individual specified in Utah Code Ann. 63G-2-202(1) or (2); or

(e3) ~~the R~~requester's legal rights are directly implicated by the information in the record, and the requester is impecunious.

(d) ~~\_\_\_\_\_~~ -The City may not charge a fee for reviewing a record to determine whether it is subject to disclosure or for inspecting a record.

### **Section 3-4-~~110-100~~ Appeals.**

(a) Any person aggrieved by the City's classification of a record or by the City's ~~or any agency's~~ response to a record request or fee waiver may appeal the determination within ~~thirty~~

(30) days after notice of the City's action to the City Manager by filing a written notice of appeal. The notice of appeal shall contain the petitioner's name, address, phone number, relief sought and shall set forth in detail a statement of the facts, reasons and legal authority relied upon in making the appeal.

(b) If the appeal involves a record that is subject to business confidentiality or affects the privacy rights of an individual, the City Manager shall send a notice of the requester's appeal to the affected person.

(c) The City Manager shall make a determination on the appeal within ~~thirty (30)~~ days after receipt of the appeal. During this ~~thirty (30)~~ day period, the City Manager may schedule an informal hearing or request any additional information deemed necessary to make a determination. The City Manager shall send written notice to all participants ~~providing of the City Manager's~~ determination on the appeal and the reasons therefor.

(d) ~~In addition, if~~ If the City Manager affirms the denial in whole or in part, the denial shall include a statement that the requester has a right to appeal the denial to the City Council within ~~thirty (30)~~ days after date of the City Manager's decision.

(e) Any person aggrieved by the City Manager's decision may file a written notice of appeal to the City Council within 30 days of the decision which appeal shall thereafter be scheduled ~~by the City~~ for hearing at a regular or special meeting of the Council. The final decision of the City Council shall be by majority vote of a quorum of the Council. The City Council shall prepare a written decision indicating the Council's determination of the appeal and the reasons therefor. A copy of the written decision shall be sent to all parties to the appeal.

(f) If the City Council affirms the denial, in whole or in part, the person may petition for judicial review in ~~D~~district ~~C~~court as provided in Section ~~63G~~-2-404 of the Act.

**Section 3-4-~~120~~110 Record Amendments.** Government records held by the City may be amended or corrected as needed. An individual may contest the accuracy or completeness of any public, or private, or protected record concerning him or her by submitting a written request to the City to amend the record. However, this ~~S~~section does not affect the right of access to private or protected records. The request shall contain the requester's name, mailing address and daytime telephone number and a detailed statement explaining why the City should amend the record. The City shall issue a decision either approving or denying the request to amend no later than ~~sixty (60)~~30 days after receipt of the request. The City shall inform the requester in writing of its decision. The requester may appeal the denial of the request to amend a record pursuant to the provisions contained herein this chapter regarding appeals. This ~~S~~section does not apply to records relating to title to real or personal property, medical records, judicial case files, or any other records that the City determines must be maintained in their original form to protect the public interest and to preserve the integrity of the record system.

**Section 3-4-~~130~~120 Penalties.**

(a) Any City employee who knowingly refuses to permit access to records in accordance with the Act and this ~~Chapter~~chapter, who knowingly permits access to non-public records, or who knowingly, without authorization or legal authority, disposes of, alters, or removes records or allows other persons to do so in violation of the provisions of the Act, this ~~Chapter~~chapter, or other law or regulation, may be subject to criminal prosecution and disciplinary action, including termination.

(b) In accordance with the Act, neither the City nor any of its agencies or employees shall be liable for damages resulting from the release of a record where the requester presented evidence of authority to obtain the record, even if it may be subsequently determined that the requester had no such authority.

### **Section 3-4-140-130 Records Officer.**

(a) There shall be appointed a ~~City~~Records ~~O~~fficer to oversee and coordinate records access, management and archives activities. The ~~R~~ecords ~~O~~fficer shall make annual reports of records services activities to the ~~City~~Manager.

(b) A person may be designated by each ~~agency~~department of the City to assist with and ~~to~~ work under the direction of the ~~City~~Records ~~O~~fficer in implementing the policies and procedures set forth in this ~~Ordinance~~chapter.

### **Section 3-4-150-140 Records Maintenance.**

~~(a)~~ Records maintenance procedures shall be developed to ensure that due care is taken to maintain and preserve ~~appropriate~~City records safely and accurately over the long term. The ~~city~~Records ~~O~~fficer shall be responsible for monitoring the application and use of technical processes in the creation, duplication, and disposal of ~~City~~records. The ~~R~~ecords ~~O~~fficer shall monitor compliance with required standards of quality, permanence, and admissibility pertaining to the creation, use, and maintenance of records.

~~(ab)~~ All ~~City~~records shall remain the property of the City unless federal or state legal authority provides otherwise. Property rights to ~~City~~records may not be permanently transferred from the City to any private individual or entity, including those legally disposable ~~and~~/or obsolete ~~City~~records. This prohibition does not include the providing of copies of ~~City~~records otherwise produced for release or distribution under this ~~Chapter~~chapter.

~~(bc)~~ Custodians of any ~~City~~records shall, at the expiration of their terms of office, appointment or employment, deliver custody and control of all records kept or received by them to their successors, supervisors, or to the ~~City~~Records ~~O~~fficer.

~~(ed)~~ All records which are in the possession of any City agency shall, upon termination of activities of such agency, be transferred to any successor agency ~~or to the City Archives~~, provided that such transfer is consistent with the formal provisions of such termination.

**Section 3-4-160 City Archives.** There is created the City Archives to be managed by the City Records Officer. It is the responsibility of the City Archives to receive, store, and preserve City and agency records and other materials and to provide reasonable access thereto as may be calculated to accurately and safely maintain City records over a long term in compliance with this Chapter and the Act. Policies and guidelines regarding the nature of records and record series which are to be received and stored by City Archives shall be developed and promulgated by the City. Unless determined and designated otherwise by the City Council, the City Archives shall be considered the formal, official repository of City records; the central depository for the reports, publications, productions in other media, rules, policies, and regulations of the City, where not otherwise determined by law; and, where appropriate, historical artifacts. Each agency shall be responsible for assisting the City Archives in the collection of such records, depository materials, and artifacts through methods promulgated by the Records Officer.