RIVERDALE CITY COUNCIL AGENDA
CIVIC CENTER - 4600 S. WEBER RIVER DR.
TUESDAY – AUGUST 20, 2024

5:30 p.m. – Work Session
No motions or decisions will be considered during this session, which is open to the public.

6:00 p.m. – Council Meeting *(Council Chambers)*

A. **Welcome & Roll Call**
B. **Pledge of Allegiance** – Michael Richter
C. **Invocation** – TBA, by invitation

D. **Public Comment**
(This is an opportunity to address the City Council regarding your concerns or ideas. No action will be taken during public comment. Please try to limit your comments to three minutes.)

E. **Presentations and Reports**

1. Mayor's Report
2. City Administration Report
   a. Department Reports July
   b. August Anniversaries Employee Recognition
   c. Staffing Authorization Plans
   d. Community Development Report

F. **Consent Items**

1. Consideration to approve meeting minutes from:
   August 6, 2024 Council Work Session
   August 6, 2024 Council Meeting

G. **Action Items**

1. Consideration to approve Final Site Plan request for Ken Garff parking lot improvements for property located at 667 W 4400 S, Riverdale UT, as requested by Wright Development and Garff Properties Riverdale, LLC.
   Presented by Brandon Cooper

2. Consideration of Resolution #2024-29 approving a Real Estate Purchase Contract.
   Presented by Brandon Cooper

3. Consideration of Ordinance #986 notifying the public of a pending ordinance regarding residential short-term rentals.
   Presented by Brandon Cooper

4. Consideration of Ordinance #987 notifying the public of a pending ordinance regarding residential treatment facilities.
   Presented by Brandon Cooper

H. **Comments**

1. City Council
2. City Staff
3. Mayor

I. Adjournment

In compliance with the Americans with Disabilities Act, persons in need of special accommodation should contact the City Offices (801) 394-5541 at least 48 hours in advance of the meeting.

Certificate of Posting

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted within the Riverdale City limits on this 15th day of August 2024 at the following locations: 1) Riverdale City Hall Noticing Board 2) the City website at http://www.riverdalecity.com/ 3) the Public Notice Website: http://www.utah.gov/pmn/index.html.

Michelle Marigoni
Riverdale City Recorder

**The City Council meeting on August 20, 2024 is viewable electronically and may be accessed by clicking on the link below. The regular City Council Chambers will be available for in-person participation. The agenda for the meeting is also attached above. **

https://www.youtube.com/channel/UCegcYe-pIXSRZGd5llencvA/videos?view_as=subscriber

Minutes of the **Work Session** of the **Riverdale City Council** held Tuesday August 6 2024, at 5:30 p.m., at the Civic Center in the Council Chambers, 4600 S Weber River Dr., Riverdale City, Weber County, Utah.

Present:

City Council:
Braden Mitchell, Mayor
Alan Arnold, Councilmember
Bart Stevens, Councilmember
Anne Hansen, Councilmember (via telephone)
Michael Richter, Councilmember
Stacey Haws, Councilmember

City Employees:
Steve Brooks, City Administrator/Attorney
Brandon Cooper, Community Development Director
Rich Taylor, Community Services Director
Casey Warren, Police Chief
Michelle Marigoni, City Recorder

Excused:

Visitors:

The City Council Work Session meeting began at 5:30 p.m. Mayor Mitchell welcomed all in attendance and noted for the record that all Councilmembers were present. Members of the city staff were also present.

Public Comment:

Presentations and Reports:

1. **Mayor's Report**
2. **City Council Assignment Reports**
3. **Senior Board Council Assignment**
4. **Old Glory Days Attendance Presentation**

Consent Items

1. **Consideration to approve meeting minutes from:**
   June 18, 2024 Council Work Session
   June 18, 2024 Council Meeting
   July 16, 2024 Council Work Session
   July 16, 2024 Council Meeting

Mayor Mitchell asked if there were any changes or corrections to the minutes. There was one change to the spelling regarding the John Paras building.

Action Items

1. **Consideration of Resolution #2024-26, declaring property held by the city as lost, unclaimed, surplus or otherwise no longer viable for city use or purposes, and to declare unclaimed property as public interest use, and authorizing the use or sale of the same.**

   Steve Brooks noted that the police department was accruing a large amount of items. Mayor Mitchell noticed there were gaming items on the list, and asked Mr. Taylor if they were closing down the game room. Mr. Taylor explained the game room was not being utilized. Councilor Arnold asked about the firearms on the list. Chief Warren explained the process for surplus, noting that any used in violent crimes or suicides were destroyed. Councilor Stevens asked about the bicycles, which are lost, found, recovered, etc. and then never claimed. Cash will go to the State of Utah Unclaimed Property.

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2. **Consideration of Resolution #2024-27 amending the 2024-2025 Consolidated Fee Schedule.**

   Mr. Brooks explained this would add an option for the amphitheater to be rented.

3. **Consideration of Resolution #2024-28 approving a contract with Qualtrics for survey services.**

   Mr. Brooks noted this was at the request of Mayor Mitchell, and that Qualtrics is used by many surrounding cities. Past surveys have been labor-intensive and time consuming, as well as having a tendency to be biased. Qualtrics will train users on site. The cost is $10,000 per year, with some additional setup fees in the first year. The price can increase over a number of responses, though Riverdale is not likely to go over that number.

4. **Consideration of Ordinance #985 amending Riverdale City Code Title 9, Chapter 1, Section 1: Building Codes Adopted.**

   This update will include automatically following the most updated code, unless the city decides to opt out.

5. **Consideration to approve new Local Consent application for Ichiban Sushi liquor license.**

   Michelle Marigoni explained that Ichiban moved in to the previous BoatHaus space, and that BoatHaus had a liquor license. The Ichiban license would replace that one.

6. **Consideration to adjourn into a closed session pursuant to UCA 52-4-205 (d) and (e), to discuss the sale or purchase of real property.**

Comments

Councilor Arnold asked about the work being done at the MotorVu site and inquired if the water had been provided. Mr. Cooper confirmed the water shares have been purchased through Weber Basin.

The agenda will be adjusted so Ichiban is addressed as the first item.

Adjournment

Having no further business to discuss, the Work Session was adjourned at 6:00 p.m.

Date Approved:

DRAFT

Minutes of the Regular Meeting of the Riverdale City Council held Tuesday, August 6, 2024, at 6:00 p.m., at the Civic Center, 4600 S Weber River Dr., Riverdale City, Weber County, Utah.

Present:

City Council:
Braden Mitchell, Mayor
Alan Arnold, Councilmember
Bart Stevens, Councilmember
Anne Hansen, Councilmember (via telephone)
Mike Richter, Councilmember
Stacey Haws, Councilmember

City Employees:
Steve Brooks, City Administrator/Attorney
Brandon Cooper, Community Development Director
Casey Warren, Police Chief
Rich Taylor, Community Services Director
Michelle Marigoni, City Recorder

Excused:

Visitors:

Welcome & Roll Call

The City Council meeting began at 6:00 p.m. Mayor Mitchell called the meeting to order and welcomed all in attendance, including all Council Members and all members of the public.

Pledge of Allegiance

Mayor Mitchell invited Michelle Marigoni to lead the Pledge of Allegiance.

Invocation

Stacey Haws offered the invocation.

Public Comment

Mayor Mitchell invited any member of the public with questions or concerns to address the Council and asked that they keep their comments to approximately three minutes, noting no action will be taken during public comment. There were no public comments made during this portion of the meeting.

Presentations and Reports

Mayor's Report

- WACOG – senior centers

City Council Assignment Reports

Senior Board Council Assignment

- Councilor Haws was appointed to the Senior Board in February. Councilor Richter agreed to take the Youth Council assignment.

Old Glory Days Attendance Presentation

- Discussion re: data and parade, possible uses of software.

A. Consent Items

1. Consideration to approve meeting minutes from:
June 18, 2024 Council Work Session
June 18, 2024 Council Meeting
July 16, 2024 Council Work Session
July 16, 2024 Council Meeting

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Mayor Mitchell asked if there were any changes or corrections to the minutes. There were no changes besides the spelling correction noted in the work session.

MOTION: Councilmember Stevens moved to approve the meeting minutes. Councilmember Haws seconded the motion. There was not any discussion regarding this motion. The motion passed with four yes votes and one abstaining (Councilor Arnold).

B. Action Items

1. Consideration to approve new Local Consent application for Ichiban Sushi liquor license.

As discussed in the work session, this item was moved from number 5 on the agenda to number 1.

Michelle Marigoni reported that Ichiban Sushi had moved into the space previously occupied by BoatHaus restaurant, who previously had a liquor license. The Ichiban license would replace the previous license.

MOTION: Councilor Arnold moved to approve the local consent application for Ichiban Sushi.

SECOND: Councilor Richter

Councilor Stevens:	Yes
Councilor Arnold:	Yes
Councilor Hansen:	Yes
Councilor Richter:	Yes
Councilor Haws:	Yes

The motion passed unanimously.

2. Consideration of Resolution #2024-26, declaring property held by the city as lost, unclaimed, surplus or otherwise no longer viable for city use or purposes, and to declare unclaimed property as public interest use, and authorizing the use or sale of the same.

Mr. Brooks explained that the city occasionally declares surplus property to clear out accumulated items. This process hasn't occurred in a while, and there is now a need to declare various items, particularly bicycles, as surplus. These items will be handled through an auction or other traditional means of disposal. A brief period will be provided for the public to view the items before the auction, which will be conducted as a Dutch auction, where prices decrease over time. Any unsold items will be donated to local organizations or charities like the DI.

MOTION: Councilor Arnold moved to approve Resolution #2024-26, declaring property held by the city as lost, unclaimed, surplus or otherwise no longer viable for city use or purposes, and to declare unclaimed property as public interest use, and authorizing the use or sale of the same.

SECOND: Councilor Haws

ROLL CALL VOTE:

Councilor Hansen:	Yes
Councilor Richter:	Yes
Councilor Stevens:	Yes
Councilor Haws:	Yes
Councilor Arnold:	Yes

The motion passed unanimously.

3. Consideration of Resolution #2024-27 amending the 2024-2025 Consolidated Fee Schedule.

Mr. Taylor presented a proposal to amend the fee schedule to include a reservation fee for the amphitheater at Riverdale Park. Currently, there is no system for reserving or charging for its use, leading to underutilization. The proposal suggests handling reservations similarly to pavilion rentals, with a fee structure of $30 for residents. However, concerns were raised about the amphitheater's lack of amenities, such as tables, garbage cans, and water, which might limit its appeal.

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MOTION: Councilor Arnold moved to approve Resolution #2024-27 amending the 2024-2025 Consolidated Fee Schedule.

SECOND: Councilor Richter

ROLL CALL VOTE:

Councilor Richter:	Yes
Councilor Hansen:	Yes
Councilor Arnold:	Yes
Councilor Haws:	Yes
Councilor Stevens:	Yes

The motion passed unanimously.

4. Consideration of Resolution #2024-28 approving a contract with Qualtrics for survey services.

Mr. Brooks explained that Qualtrics is highly regarded nationally for their expertise in surveys, particularly with cities. Neighboring cities, such as South Ogden and Harrisville, had positive experiences with the company. The city plans to use Qualtrics for both public and internal surveys, with the company assisting in crafting effective questions and providing templates. The proposed contract is for three years, with a first-year cost of $13,400 and $10,000 for each subsequent year. The council noted that similar surveys conducted in the past were more expensive and labor-intensive, making this contract seem reasonable by comparison.

MOTION: Councilor Arnold moved to approve Resolution #2024-28 approving a contract with Qualtrics for survey services.

SECOND: Councilor Haws

ROLL CALL VOTE:

Councilor Arnold:	Yes
Councilor Richter:	Yes
Councilor Haws:	Yes
Councilor Stevens:	Yes
Councilor Hansen:	Yes

The motion passed unanimously.

5. Consideration of Ordinance #985 amending Riverdale City Code Title 9, Chapter 1, Section 1: Building Codes Adopted.

Mr. Brooks noted this will update various codes used by the building and fire departments, among others. Mr. Brooks explained that these codes are typically updated every two to four years, but the city hadn't adopted the most recent ones for a while. To streamline the process, the ordinance proposed automatically adopting new codes as the state does, unless the city opts out. Councilmember Arnold raised concerns about losing oversight with automatic updates and suggested that informational updates be provided to the council when changes occur, so they stay informed. Mr. Brooks agreed to incorporate this suggestion, ensuring the council remains aware of any significant changes.

MOTION: Councilor Arnold moved to approve Ordinance #985 amending Riverdale City Code Title 9, Chapter 1, Section 1: Building Codes Adopted with the addition of an informational section on meeting agendas for updates.

SECOND: Councilor Richter

Councilor Stevens:	Yes
Councilor Richter:	Yes
Councilor Haws:	Yes
Councilor Arnold:	Yes
Councilor Hansen:	Yes

Motion passes unanimously.

6. Consideration to adjourn into a closed session pursuant to UCA 52-4-205 (d) and (e), to discuss the sale or purchase of real property.

Mr. Brooks noted there was one item specific to City Council regarding property purchase.

MOTION: Councilor Arnold moved to enter the closed session

SECOND: Councilor Stevens

ROLL CALL VOTE:

Councilor Stevens:	Yes
Councilor Hansen:	Yes
Councilor Arnold:	Yes
Councilor Richter:	Yes
Councilor Haws:	Yes

The motion passed unanimously; the closed session began at 6:50 pm.

Present: Braden Mitchell, Mayor
Alan Arnold, Councilmember
Bart Stevens, Councilmember
Anne Hansen, Councilmember (via telephone)
Mike Richter, Councilmember
Stacey Haws, Councilmember
Steve Brooks, City Administrator/Attorney
Brandon Cooper, Community Development Director
Cody Cardon, Business Administrator
Michelle Marigoni, City Recorder

MOTION: Councilor Arnold moved to adjourn the closed session and resume the open session.

SECOND: Councilor Haws

ROLL CALL VOTE:

Councilor Richter:	Yes
Councilor Haws:	Yes
Councilor Stevens:	Yes
Councilor Hansen:	Yes
Councilor Arnold:	Yes

The motion passed unanimously; closed session ended, and open meeting resumed at 7:43 pm.

H. Comments

I. Adjournment

MOTION: Having no further business to discuss, Councilmember Haws moved to adjourn. The motion was seconded by Councilmember Arnold and all voted in favor. The meeting was adjourned at 7:44 p.m.

Date Approved:

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RIVERDALE CITY
MONTHLY UTILITY REPORT
FOR MAYOR & CITY COUNCIL
JULY 2024

Water Fund

	Total Gallons Used (in thousands)	Total Billings	Total Customers Billed	Average Gallons used Per Customer (in thousands)	Average Bill Per Customer
Residential	56,299	$ 110,840	2,187	26	$ 50.68
Commercial	39,620	$ 98,790	263	151	$ 375.63

Sewer Fund

	Total Billings	Total Customers Billed	Average Bill Per Customer
Residential	$ 64,746	2,165	$ 29.91
Commercial	$ 53,185	233	$ 228.26

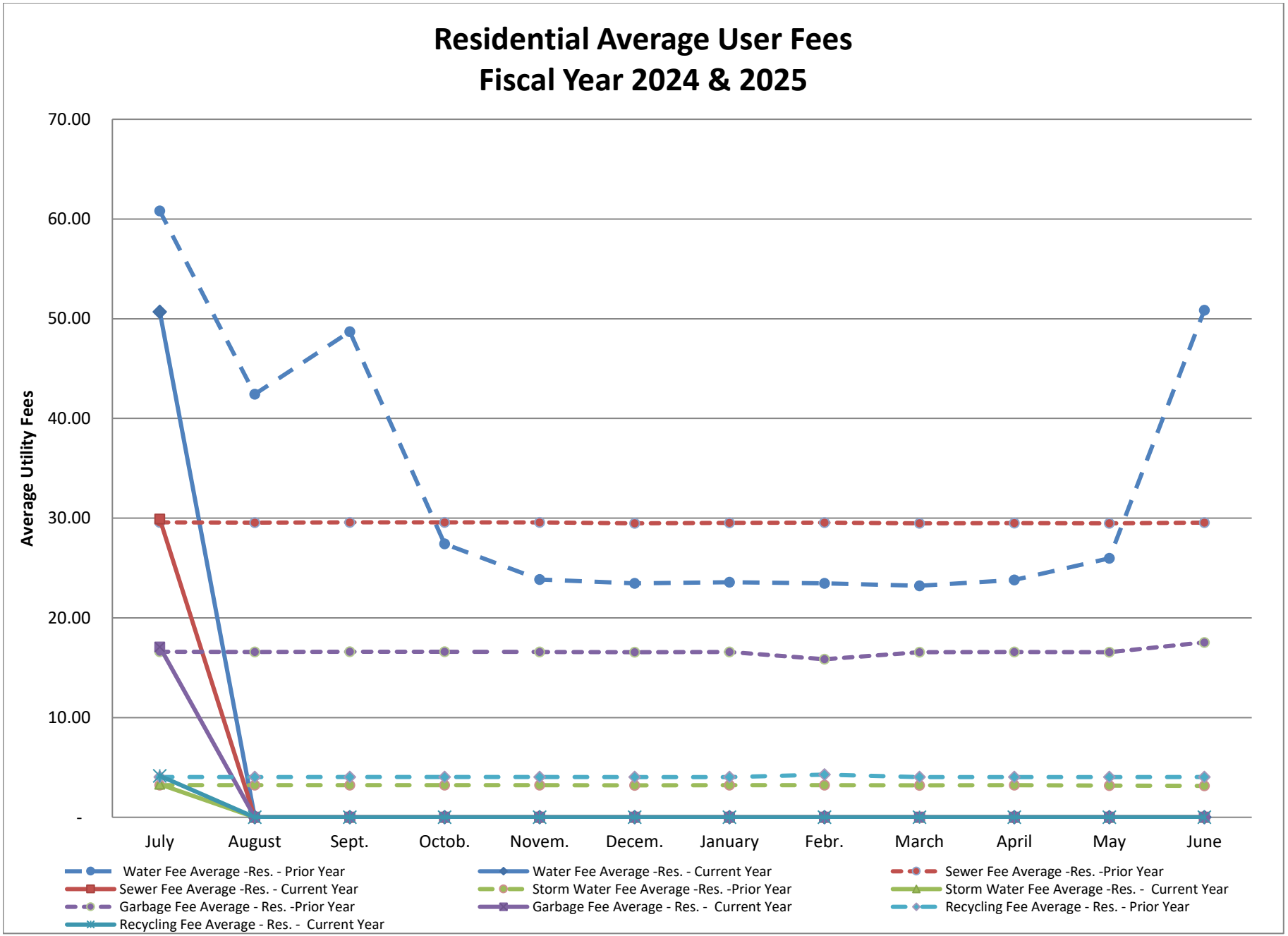
Storm Water Fund

	Total Billings	Total Customers Billed	Average Bill Per Customer
Residential	$ 7,219	2,183	$ 3.31
Commercial	$ 20,767	206	$ 100.81

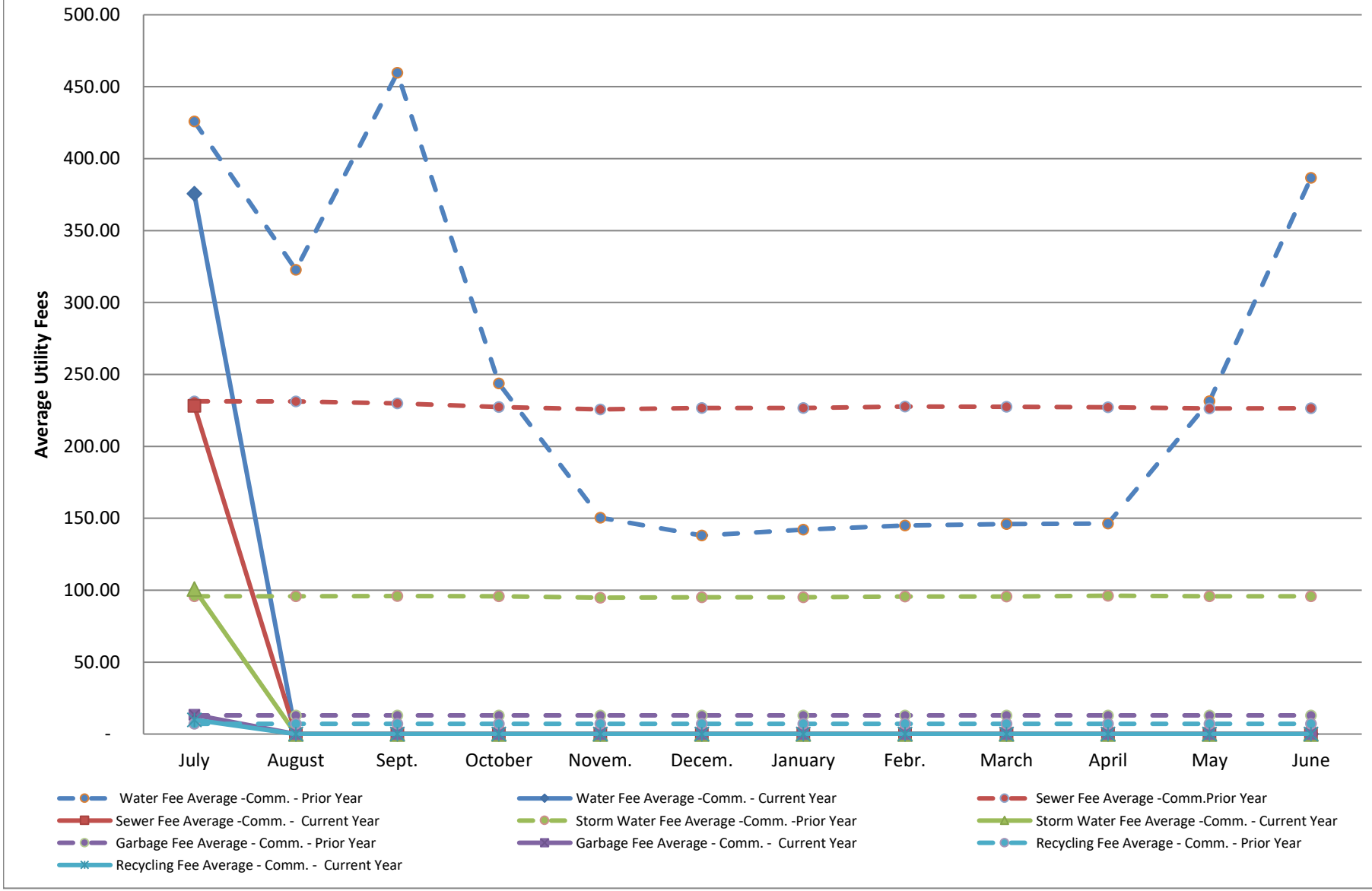
Garbage Fund

	Total Billings	Total Customers Billed	Average Bill Per Customer	
Residential - Garbage	$ 36,737	2,151	$ 17.08	*
Residential - Recycling	$ 7,567	1,820	$ 4.16	
Commercial - Garbage	$ 27	2	$ 13.37	*
Commercial - Recycling	$ 20	2	$ 9.93	

* Some garbage utility customers have more than one garbage can, this is an average of all customers.


Residential Average User Fees
Fiscal Year 2024 & 2025
Average Utility Fees
70.00
60.00
50.00
40.00
30.00
20.00
10.00
-
July
August
Sept.
Octob.
Novem.
Decem.
January
Febr.
March
April
May
June
Water Fee Average -Res. - Prior Year
Water Fee Average -Res. - Current Year
Sewer Fee Average -Res. -Prior Year
Sewer Fee Average -Res. - Current Year
Storm Water Fee Average -Res. -Prior Year
Storm Water Fee Average -Res. - Current Year
Garbage Fee Average - Res. -Prior Year
Garbage Fee Average - Res. - Current Year
Recycling Fee Average - Res. - Prior Year
Recycling Fee Average - Res. - Current Year

Commercial Average User Fees
Fiscal Year 2024 & 2025



Business Administration:

Cody Cardon:

- Routine phone & computer problem resolution throughout the city.
- Routine management issues and resolution.
- Various meetings and training courses attended.
- Working on monthly Accounting.
- Various IT projects.
- West Bench RDA.
- Year end accounting and financial audit preparation.
- Various meetings and analysis for RDAs.

Stacey Comeau:

New Hires:	Catherine Dorius	Court
	Korbin Kolb	Community Services
Promotions:	Casey Jefferies	Fire
Terminations:	Joan Dailey	Court

- Random drug testing for the month
- Processed semimonthly payroll
- Responded to job inquiries
- Updated Staffing Authorization Plan
- Prepared Employee Recognition
- Completed monthly payroll reconciliation
- Conducted exit interview with terminating/retiring employees
- Prepared ACH files for Rent, RDA, and Early Retiree payments
- Notarized various documents
- Responded to requests for RDA loan payoff and verification of employment, both verbally and in writing
- Prepared RDA loan disbursements
- Responded to inquiries on Purchase Assistance Program and RDA Loan Program
- Worked with various personnel to resolve issues and concerns

Chris Stone:

- Worked on preparing for an upcoming surplus sale.
- Worked with Music Village on potential project for additional monitors in the Council / Court room.
- Cleaning of the Veterans Memorial.
- Set up council/court room for various meetings and court.
- Order and pick up of custodial supplies.
- Covered for part-time custodial staff off sick or on vacation.
- Various updates to the City website and social media sites.
- Completed the City newsletter for August.
- Completed the employee newsletter for August.

SENIOR CENTER

Monthly Report

FAVORITE PROGRAMS

- Yoga
- Zumba Gold
- Cards
- Men's Fitness
- Fun Friday Activities
- How to Thrive w/Hearing Loss

1,013

MEALS SERVED

We served **104** meals on our busiest day

788

PEOPLE

attended our programs

387

HOURS

of volunteer service

SENIOR SPOTLIGHT: PAUL JACOBS



Paul teaches the AARP Driver Safety, EV, and Smart Tech classes. He is a great teacher and many seniors learn how to be safer drivers from him. We are so grateful for Paul and his classes!



July 2024

COMMUNITY CENTER

Monthly Report



MONTHLY ATTENDANCE

725

PEOPLE

164

PEOPLE

attended our programs

RESERVATIONS

72 this month

Includes 13 meeting room and 59 park pavillion reservations

A FEW PROGRAMS OFFERED

- Sports Club
- Archery
- Pickleball
- Youth Pickleball

SPOTLIGHT PROGRAM: FLAG FOOTBALL

We register for flag football in the month of July for a season that is in September and October. Participants who register are put on a Riverdale team that competes against South Ogden and South Weber teams. Games are played at Riverdale Park.



July 2024

Attended staff meetings

Held departmental staff meeting

Created monthly issue of Riverdale Connections

Met with WHS about Sr. Ctr.

Covered for Miranda at the Senior Center

Community Center bleacher replacement

Old Glory Days

Attended senior board meeting

Set up Roy complex passes

Mayor & City Council Monthly Summary Report

August 2024

Community Development Department:

- Code Review and list of revisions
  - Site Plan Review Code change to PC
  - Pending Ordinance – Short Term Rentals
- Development Review/Processing:
  - AFCU Development Agreement/Office #1 Site Plan
    - Hillside Site Plan
  - Sign Approvals
  - Garf/Wright Homes Site Plan
  - Zoning Confirmation Requests
- Meeting with property owners and developers to discuss project plans and concepts
  - AFCU Team/Dee Hansen
  - Kent Hill – Peacock Ridge and Parks Riverwalk PRUD
  - Panera Bread/DRH
  - Riverdale Townhomes
  - Bach Homes Weekly Meetings
- 5600 South Project – CCT Meeting
- Zoning Violation Review
- Annexation Review
  - 3800 Parker Drive (Boundary adjustment)
- Moderate Income Housing Report – Complete and Submitted
- Utah League of Cities and Towns
  - Legislative Policy Group
  - Economic Development Advisory Committee
- RDA Project Area Audit
  - West Bench
    - Project Plan/Budget Amendment
  - 700 West
- Department heads meetings attendance
- City Council Prep
- Planning Commission Prep
- Placer.ai Training and implementation
  - Old Glory Days profile
- Budget/Sales Tax Revenue Review
- Floodplain Mitigation Training and Review
- Geographical Information Systems training and work
- Business Retention and Expansion (BRE Program)
  - Introduction to local businesses
    - Goodwood
    - Lowes

Public Works Monthly Report July 2024

- Continued work with Weber Basin to discuss alternatives for them providing additional water, instead of drilling well.
- Continued Storm Water review to meet new state regulations.
- Continued design work on 1050 W Ritter Dr. Roundabout.
- Continued work on UDOT 5600 S project.
- Continued inspections on AFCU Campus.
- Continued inspections on Tesla project.
- Continued reviews Riverdale Apartment project.
- Continued inspections America First Road Project.
- Continued 2023 waterline project.
- Started 2024 Storm Drain Project.
- Started Coleman Vu Project.
- Started 2024 Sewer Project.
- Continued inspections for Freeway Park Drive Project.
- Continued work on utility capacity evaluations for 1500 W development.
- Continued review and engineering for capital improvement plan for Sanitary Sewer and Water.
- Continued Golf Course Parking Lot Project.
- Started Panera Project.
- Continued inspections on Ken Garff redevelopment.
- Started 5050 Street Project.
- Continued reviews on UDOT 4400 S Bridge Project.

Monthly report – July, 2024

Legal Dept., City Attorney, City Admin. – Steve Brooks:

- Resolutions/Ordinances work–
  - Work concerning – Coleman, 4400, Personnel, AFCU, UMA, Water, Old Glory Days, Panera, West bench, Code enforcement, RMPC, Seniors, APZ zones, UDOT, 5600, Legis. Sum, WHS, Parks, Survey, Tesla,
- Legal research/review –
- Legal Department meetings/work –
- Planning commission review/ordin/mtgs/minutes
- Walk-ins/Police reviews/Court/Court screenings/Court filings
- Formal training attended-
- RSAC- Drug Court –
- Legal reviews of minutes/resolutions/ordinances
- Records request reviews

COURT MONTHLY REPORT

488 Total traffic cases — YTD 3078 (Jan. 1, 2024 to December 31, 2024)

3	DUI	260	Moving violations	0	FTA
0	Reckless/DUI red.	157	Non-moving violations	0	Other
67	License violations	1	Parking		

45 Total Misdemeanor cases — YTD 323 (Jan. 1, 2024 to Dec. 31, 2024)

4	Assault	0	Ill. sale Alc.	0	Dom. animal	7	Dom. violence
11	Theft	1	Other liq. viol.	0	Wildlife	17	Other misd./infrac
0	FTA	5	Contr. subst vio	0	Parks/rec.		
0	Public intox	0	Bad checks	0	Planning zon./Fire/Health		

397 Total cases disposed of this month — 397 Total number of cases disposed of for the year (July 1, 2023 to June 30, 2024)

600 Total offenses this month — 600 Total offenses for year (July 1, 2023 to June 30, 2024)

Small Claims — Total number of cases for the year (Jan. 1, 2024 to Dec. 31, 2024) -- Filed=7 Settled/Dismissed=6

0	Cases filed	0	Trials
1	Settled/dismissed	0	Default judgment

# CITATIONS BY AGENCY		**YTD** (July 1, 2023 to June 30, 2023)
Riverdale City	208	208
UHP	207	207

REVENUE/MISC. **YTD** (July 1, 2023 to June 30, 2024)

Total Revenue collected	$ 93,076.92	$ 93.076.92
Revenue Retained	$ 64,205.30	$ 64205.30
Warrant Revenue	$ 38,098.13	$ 470,628.50
Issued warrants	82	92
Recalled warrants	106	106

Patrol Report July 2024

Theft: Officers responded to a business after employees reported several juveniles stole beer from the store. Officers checked the area but could not locate the suspects.

Suspicious vehicle: Officers responded to the river parkway on a report of a vehicle that had been left running for several days. Contact was made with the owner, and they agreed to have the vehicle moved and turned off.

Runaway: Officers responded to a residence on a report of a runaway. Officers searched the area and were able to locate the runaway and return her home.

Suspicious activity: Officers contacted a resident after they reported that they were contacted by a male that allegedly kidnapped the complainant's daughter and he was demanding money. Contact was made with the daughter and officers confirmed that no kidnapping had occurred.

Theft: Officers responded to a business after employees reported sporting goods equipment was stolen from the store. Detectives have been working on this case as there have been additional thefts from the same business.

Disturbance: Officers responded to a business after employees reported a male in the store was yelling profanities at them. The male was gone prior to officers arriving and was not located.

Psychiatric: Officers responded to a residence where an intoxicated male was making suicidal statements. The male was transported to the hospital for treatment.

Suspicious person: Officers responded to a business after employees reported a male was looking into vehicles. Contact was made with the male in the parking lot, and he was looking for his family as he is homeless. He was provided with community resources and left the area.

Ordinance violation: Officers responded to a business on a report of a male panhandling on the property. The male was educated about the ordinance and left the area.

Voyeurism: Officers took a male into custody after he was caught taking illicit pictures of females in a store.

Disturbance: Officers responded to a disturbance at a residence after the resident allowed a subject to spend the night. An argument ensued between the two parties but there was no physical violence. The parties agreed to separate for the night.

Disturbance: Officers responded to a residence on a domestic violence call. The parties involved had a physical altercation. One subject was booked into jail on DV charges. The second subject was screened for charges.

Disturbance: Officers responded to a family fight at a residence where threats were made to burn down the house. One subject was taken into custody and booked into jail for DV and other charges.

Psychiatric: Officers checked all the bridges in Riverdale after a report was received that a suicidal subject was going to jump off a bridge. The subject was not located in Riverdale, however she was located in another city and taken for treatment.

Assist: Officers responded to a residence to assist in cleaning up garbage that appeared to have been intentionally dumped on the resident's lawn. It is unknown who dumped the garbage in the yard.

Psychiatric: Officers located a male laying on a sidewalk that had intentions of harming himself. Officers transported the male to the hospital for treatment.

Disturbance/Drug Violation: Officers responded to a family fight at a business. The parties involved were found to have been only verbally arguing, however the female had felony warrants and the male had a large amount of illegal drugs in his possession. They were both taken into custody and charged accordingly.

Suspicious person: Officers responded to a business where a male was denied a gun purchase due to past criminal convictions. The case is being investigated.

Suspicious person: Officers engaged in a foot pursuit after a male was seen entering two closed business and accessed the roof of one of them. The male fled on foot but was quickly apprehended by officers. The male fled because he is on parole. He was booked into jail and charged accordingly.

Ordinance violation: Officers made contact with a male that was panhandling at a business. The male was advised of the ordinance and left the area.

Theft: Officers responded to a business where two males were able to intentionally confuse a cashier with counting and giving change back. The two suspects were able to obtain several thousand dollars back that was not warranted. The males have been identified but have not yet been located.

DUI: Officers responded to a business where it was reported a male was driving intoxicated and had two children in the vehicle with him. The male was taken into custody for DUI after an investigation and booked into jail. The children in the vehicle were picked up by their mother.

Agency Assist: Officers assisted a neighboring agency on a large fight where shots were fired. Officers were able to track the suspect to a residence where the suspect was taken into custody and the firearm was recovered.

Agency Assist: Officers assisted a neighboring agency on a psychiatric call where a male was intentionally cutting himself and had barricaded himself in a home. The male ultimately surrendered and was taken for treatment.

Disturbance/Order Violation: Officers responded to a business where a male was refusing to leave the property after being asked by the management. The male attempted to walk away from officers

and was taken into custody. It was also found that the male had violated a protective order. He was booked into jail and charged appropriately.

Fraud: Officers contacted a citizen who reported she was contacted by a Sheriff's department and has an outstanding warrant for her arrest. She was advised she could take care of the warrant by making a deposit into a bitcoin account. The deposit was complete, and she later discovered this was a scam. There is no suspect information.

Agency assist: Officers responded to assist a neighboring agency with an armed suicidal person.

Psychiatric: Officers responded to a residence after a family member of the subject was reportedly out of control believing people are trying to kill him. The male was taken to the hospital for treatment.

Ordinance violation: Officers contacted a transient behind a business that had set up a camp. She was advised of the ordinance, collected her property and left the area.

Agency assist: Officers assisted a neighboring agency at a residence in apprehending a suspect with warrants. The subject was located hiding in the attic and was taken into custody.

Ordinance violation: Officers contacted two individuals that were panhandling at a business. The two subjects were contacted and advised of the ordinance. They left the area without incident.

Fire assist: Officers located a transient that had started a campfire under a bridge. Fire was able to extinguish the fire and the male was trespassed from the private property where he was found.

Theft: Officers responded to a business on a theft complaint. Loss prevention had one female detained for stealing merchandise. The female was charged appropriately and trespassed from the business.

Disturbance: Officers responded to a family fight at a residence where a female was choked by a male the previous day. A subsequent assault occurred, which led to family members of the victim assaulting the suspect. An arrest was made for the DV crimes and the second assault that occurred is being investigated to track down the other suspects.

Disturbance: Officers responded to a restaurant where a group of juveniles allegedly threw water on a handicapped person in the bathroom. The water throwing could not be proven; however, the juveniles were trespassed from the business.

Lewdness: Officers responded to a business after a complaint was received that an elderly male was inappropriately touching himself. The male was located at his home and interviewed by Detectives. The male has several medical issues and denied doing anything inappropriate or sexual.

Psychiatric: Officers responded to a residence after a report was received that a male was threatening to harm himself. The male was ultimately taken to the hospital for treatment.

Disturbance: Officers responded to a family fight at a residence where a juvenile and her grandfather had a physical altercation. The male was cited for DV, and the rest of the family left the home until the case is resolved through the courts.

Psychiatric: Officers responded to a residence after family members found a suicide note from their brother. The subject appears to have left the home on his own free will and has not been heard from. The Detectives are actively working the case attempting to locate the male through some financial tracking. An ATL has been given statewide and to surrounding states.

Disturbance/Ordinance Violation: Officers responded to a business after the management reported that a transient was yelling at customers after refusing to give him money. The subject was located and trespassed from the property.

Disturbance: Officers responded to a business after a male reported that a female passenger on a motorcycle pointed a gun at him. Officers spoke with the complainant and determined that the male was suffering from a mental health issue, and no one pointed a gun at him. The male was provided with resources and left the area.

Agency assist: Officers assisted a neighboring agency on a large fight where several arrests were made.

Ordinance violation: Officers responded to the river trail on a complaint of people smoking. Contact was made with several individuals who had cigarettes with them, but they were not actively smoking. They were educated on the ordinance.

Fraud: Officers contacted a 17-year-old employee at a business who reported she was told that she missed jury duty and needed to send money. As the victim was preparing to send money via a wire transfer, an employee advised her it was a scam. No money was sent. No suspect could be identified.

Disturbance: Officers responded to a weapons disturbance on the river trail. A male had discharged his firearm during an altercation with another person. There were no injuries or property damage. The male that discharged the firearm was taken into custody.

Sex offense: Officers responded to a business on a sex offense complaint. It was reported that a female was assaulted at the business by an unknown person. All the persons that may have been present during the assault were contacted, a search warrant was executed, and evidence was collected.

Structure fire: Officers responded to a structure fire at a residence. The fire was extinguished by the FD and the cause of the fire is being investigated. No one was home at the time of the fire. There were no injuries reported and no damage to any adjacent properties.

Disturbance: Officers responded to a residence where two males engaged in an argument while they were intoxicated. A car window was broken during the argument, however the victim refused to cooperate. The other party involved was given a ride to his own home.

Fire assist: Officers assisted the FD in extinguishing a fire in the parking lot of a business.

Assist: Officers responded to a home after the homeowner called to report that he had a tenant discharge a firearm inside the home. The subject was contacted and confirmed that it was an accidental discharge. A criminal history check was completed, and nothing prevented him from being in possession of any firearms.

Ordinance violation: Officers contacted a male that was sleeping in front of a business. The male was advised of the ordinance and left the property.

Found property: Officers responded to a business after employees found a container that had multiple unknown types of pills. No owner could be identified. The pills were taken by officers and placed into evidence to be destroyed.

Trespass: Officers made contact with a male that was entering the rail yard from behind a business. He was advised against going into the rail yard and left the area.

Community Policing

Officers continue their efforts in completing house checks on persons on the sex offender registry.

Officers have held several block parties and passed out ice cream at a swim night party.

Officers assisted in the Old Glory Days events.

Officers participated in the summer kids program activities at local parks.

Officers participated in active gunman training at a local school.

Code Enforcement continues to be proactive in identifying code violations and working with property owners to be in compliance

INVESTIGATIONS MAJOR INCIDENTS/ARRESTS FOR 7/2024

Vehicle Theft / Vehicle Burglary – A vehicle was stolen from a residence in Riverdale. PD later located the vehicle after it was pushed off a retaining wall behind a business. Investigators obtained video surveillance which did not show who stole the vehicle. Later the video surveillance a male shows up and burglarizes the stolen vehicle. Investigators were able to identify the male who burglarized the vehicle. The juvenile male was contacted and admitted to entering the vehicle figuring it was a stolen vehicle. The juvenile was referred to the 2nd District Juv. Court for vehicle burglary. The suspect who stole the vehicle is unknown.

Family Disturbance – Officers responded to a residence in Riverdale on reports of a male assaulting a female. The male left prior to arrival. Initial officers were able to obtain evidence of a physical altercation and property damage with a child present. Investigators located the male and interviewed the suspect who admitted to damaging property but denied it getting physical. The male was booked into jail on DV Assault, DV Property Damage and DV in the presence of a child.

Damage Property – Officers responded to Motel 6 after a male advised his girlfriend slashed the tires on his vehicle. The female left prior to police arrival. The victim later became uncooperative with investigators advising the female paid for the damage. Investigators were able to locate and interview the female suspect. She denied damaging the victim's tires. Due to inconsistency in both victim and suspects stories, charges of damage property are being screened.

Theft – The victim reported his electric bicycle was stolen from the parking lot of their apartment complex. The bicycle was later found to be listed for sale online. Investigators arranged to be the seller and acted as potential buyers. When investigators responded to the seller's home, Investigators identified the bicycle for sale as being the stolen bicycle. Interviews were conducted with the seller who first stated they had the bicycle for a year but then stated they purchased the bicycle from an unknown person in Roy. The case was submitted to the county attorney's office to be reviewed for charges.

Arson/Aggravated Assault – A male and female were involved in a verbal argument. Family members responded to help deescalate the argument. The male became upset grabbed a gas can from outside of the residence and poured gas on the porch. The male then went inside the home and poured gas onto a gas stove and turned the burner on causing a small fire while the female and children were in the home. The male made threatening statements of wanting to harm the female. Family members on scene were able to extinguish the fire and call the police. Parties involved were not cooperative with law enforcement on scene. Investigators followed up with witnesses and victims and obtained statements. The male was booked into jail for F1 Aggravated Arson and charges of F2 Aggravated Assault are being screened.

Theft – A local business reported an unknown juvenile stole merchandise from the business. Investigators were able to identify and contact the parents and the juvenile. The parents allowed the investigator to speak with the juvenile. The juvenile was interviewed and admitted to theft and surrendered the stolen merchandise. The juvenile was cited for MB Theft and the stolen merchandise was returned to the business.

RIVERDALE POLICE DEPARTMENT
CRIME BULLETIN

July 2024
Report #24-7

July Police Calls

- **1361 Calls for Service:**
  - **26 Animal Complaints**
  - **245 Crime Reports Written**
    - **11 Forgery/Fraud**
    - **25 Retail Thefts**
    - **11 Family Offenses**
    - **8 Burglary/Theft Complaints**
    - **1 DUI**
    - **6 Damaged Property**
    - **50 Arrests**

The remainder of calls involved Welfare Checks, Disorderly Conduct, Suspicious Activities, Citizen Assists, Lost/Found property, Trespassing, Medical Assists,
Warrant Services, etc.

Traffic Patrol and Enforcement

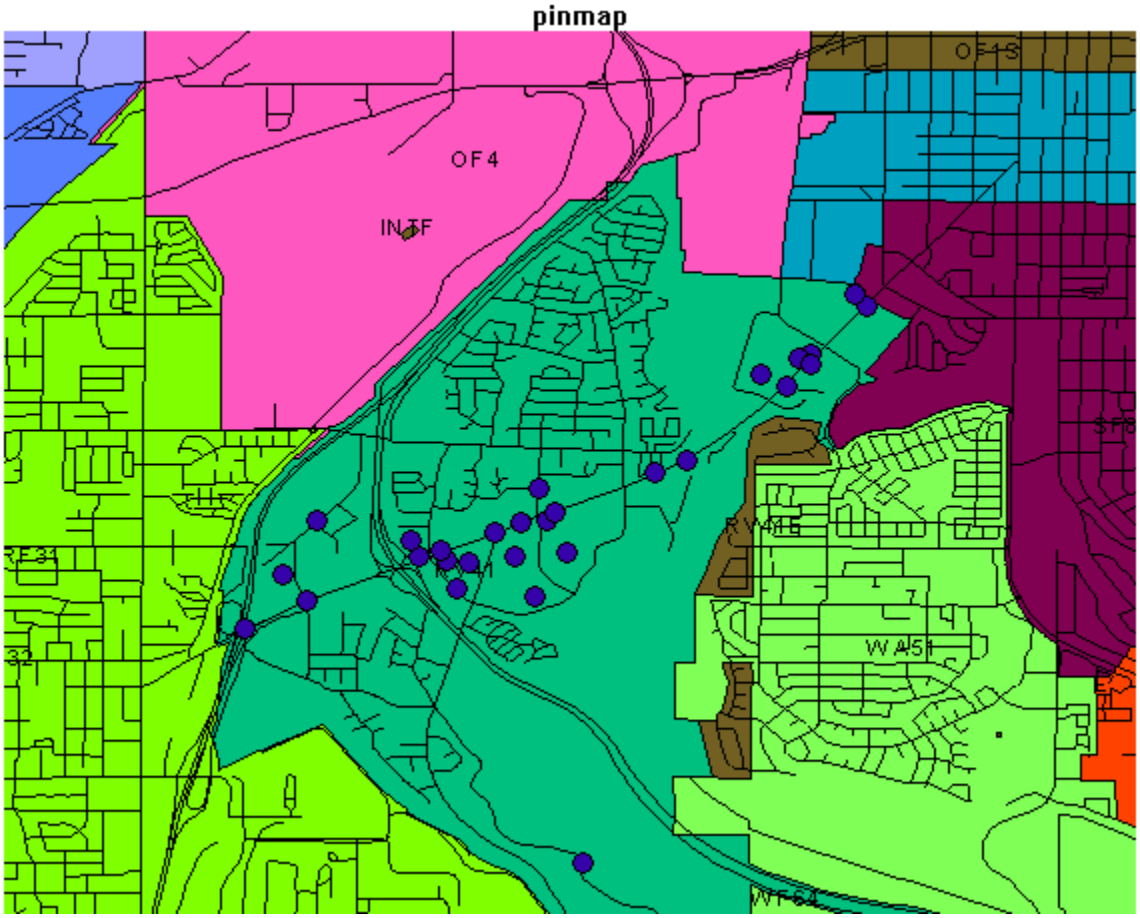
- **523 Traffic Stops resulting in:**
  - **382 Citations**
  - **537 Total Violations**
  - **155 Warnings Issued**

POLICE LINE - DO NOT CROSS POLICE LINE - DO NOT CROSS POLICE LINE - DO NOT CROSS POLICE LINE - DO NOT CROSS POLICE LINE - DO
FOR LAW ENFORCEMENT USE ONLY!

RIVERDALE POLICE DEPARTMENT
CRIME BULLETIN

July 2024
Report #24-7

- **36 Traffic Accidents**



- **42 New Cases sent to Investigations.**
- **19 Investigative Cases Closed**

***Code Enforcement**
6 New Cases
1 Cases Closed
13 Cases still active

POLICE LINE - DO NOT CROSS POLICE LINE - DO NOT CROSS POLICE LINE - DO NOT CROSS POLICE LINE - DO NOT CROSS POLICE LINE - DO

FOR LAW ENFORCEMENT USE ONLY!

Fire Department: July 2024

Chief Jared Sholly

180 Calls for Service



Vehicle Extrication Hwy 89

Fires

6	Building Fire
1	Fires in Structure Other Than Building
1	Aircraft Fire
7	Brush Fires
1	Other Equipment Fire

Total: 16

Rescue & Emergency Medical Service Incidents

64	EMS Calls, Excluding Vehicle Accidents with Injuries
7	Motor Vehicle Accidents with Injuries
7	Motor Vehicle Accidents without Injuries
1	Auto-Pedestrian Accident
2	Extrication
1	Elevator Rescue

Total: 82



Elevator Rescue McKay Dee

Hazardous Condition

1	Natural Gas Leak
1	Hazardous Condition Other
1	Chemical Spill
2	Carbon Monoxide
1	Biological Hazard
1	Other Hazardous Condition

Total: 7

Service Calls

1	Public Assist
1	Animal Rescue
10	Citizen Assist
1	Smoke or Odor Removal

Total: 13

Good Intent Call

43	Cancelled Enroute
1	Good Intent
7	No Incident Found
6	Smoke Scare

Total: 57

Fire Alarm

1	CO Detector Activation Due to Malfunction
3	False Alarm or False Call
1	Alarm System Activation Due to Malfunction

Total: 5

Department Report:

-
- **Business Fire Inspections on Second and Third Inspections Continued.**
- **Fire Department Officers Meeting**
- **Weber County Pre-Disaster Plan Completed**
- **EMS Committee Meeting**
- **City Staff Meeting**
- **Operational Dispatch Committee Meeting**
- **Fire Sub Meeting with County Chiefs and Dispatch**

Public Relations

- **Old Glory Days Parade**
- **Old Glory Days Fireworks**
- **Flag Ceremony Sunrise Ceremony**
- **Employee BBQ**
- **Block Party**
- **Station Tours**
- **Covered Roy for CISD Meetings**

Training Report

- **Fire Training**
  - **Vehicle Fires Tactics**
  - **Vehicle Fire Attack Evolution**
  - **Rope Rescue**
    Weapons of Mass Destruction
- **EMS Training**
  - **Orthopedic/Soft Tissue Trauma**
  - **Splinting/Bandaging**
  - **Normal Saline IV Administration**



Plane Crash Roy

Notable Incidents:

7/02/2024

- **Animal Rescue**
  - Crews were dispatched to Abby's on (6) ducklings trapped in the drain. Crews were able to rescue all the ducklings.

7/4/2024

- **Structure Fire (Riverdale)**
  - Riverdale and Weber County Fire Departments sent on a reported structure fire with an individual pouring an accelerant to start the home on fire. Crews arrived finding a fire had occurred in the kitchen area; the fire was extinguished before the fire crew arrived.

7/4/2024

- **Structure Fire (Ogden, Cargill Mills)**
  - Riverdale responded to support Ogden Fire at Cargill Mills. Heavy fire coming from the mechanical room.

7/5/2024

- **Brush Fire (Riverdale, Parker Drive)**
    - 20 X 20 brush fire on Parker Drive that was slow moving. Crews contained the fire quickly with no further incident.

7/6/2024

- **Extrication (Ogden Canyon, Bulldozer vs Truck)**
    - Heavy Rescue 41 was dispatched to Ogden Canyon with two other heavy rescue and multiple fire units. It was reported a bulldozer had fallen off a trailer with multiple trapped victims. Once the critical patients were extricated, Riverdale FD crews assisted in the removal of the victims who did not survive the accident.

7/10/2024

- **Elevator Rescue**
    - A nurse was backing into the elevator with an ultrasound machine when the elevator started to descend with the doors open. The ultrasound machine became pinned, and the elevator was stuck between floors. Crews had to secure the elevator and ultrasound machine before rescuing the nurse through the top elevator hatch.

- **Large Natural Gas Leak (Roy)**
    - Riverdale FD responded to assist Roy with a large natural gas leak involving a 6-inch main. Riverdale FD assisted in the evacuation of multiple homes in the area.

7/12/2024

- **Commercial Structure Fire (Ogden)**
    - Riverdale FD responded with Ogden FD to a structure fire in a vacant movie theater. Riverdale was assigned forcible entry into the building to assist the interior fire attack crews.

7/16/2024

- **Vehicle Extrication (Hwy 84)**
    - Heavy Rescue 41 responded on a vehicle vs. semi with a female trapped in the passenger vehicle. Crews removed the entire passenger side to remove the patient.

7/18/2024

- **Brush Fire (1-15 Riverdale)**
    - Riverdale and Roy fire departments were dispatched on a grass fire at the I-15 and I-84 off-ramp. On arrival, crews found a 40 X 100 grass fire. The fire was quickly extinguished and contained to the area.

7/21/2024

- **Brush Fire (Riverdale)**
    - Riverdale, Ogden, and Roy FD responded to a reported large grass fire with an explosion heard near the power station on South Weber Drive. On arrival, crews had about a one-acre fire spreading quickly. Protection of the power plant area was the priority, and the fire was contained to under two acres with no damage to structures.

7/23/2024

- **Structure Fire (Riverdale)**
    - Riverdale, Ogden, South Weber, South Ogden, Roy, and Weber Fire District were dispatched to a mobile home fire with an explosion. On arrival, crews found a fire in the living room area that was quickly extinguished. The home was a hoarder-type environment, creating some challenges for the complete extinguishment of the fire and the investigation. The investigation is ongoing.

7/24/2024

- **Airplane Crash (Roy)**
    - Heavy Rescue 41 responded with Roy and Ogden fire departments on a reported airplane crash in a residential area. Riverdale crews assisted with the victims, evaluated structures for damage and helped to secure the area and evidence of the crash.

7/25/2024

- **Structure Fire (Washington Terrace)**
    - Riverdale, Ogden, Washington Terrace, and Roy responded to a reported structure fire with the homeowner and pets possibly still inside. On arrival, the house was on fire, and the homeowner was found to not be inside the structure. Riverdale FD assisted with the fire attack and ventilation**.**

7/31/2024

- **Structure Fire (Roy)**
    - Riverdale, Roy, Ogden, Weber Fire District, Hill Air Force Base, Clinton, and South Ogden Fire Departments were dispatched to a reported house fire with explosions. A reported natural gas leak explosion injured one person on the scene. Crews arrived with the house on fire and an active gas leak. During the fire attack, a secondary explosion occurred. Riverdale FD assisted with fire attack and evaluated the structural stability of the residence.

Riverdale Fire Department Response Report:

Riverdale Fire Department Response by City (Includes Cancellations)

Basic Incident City Name (FD1.16)	Number of Incidents	Percent of Total Incidents
RIVERDALE	112	62.22%
ROY	26	14.44%
OGDEN	20	11.11%
SOUTH OGDEN	6	3.33%
WEBER COUNTY	6	3.33%
CLINTON	3	1.67%
FARR WEST	2	1.11%
NORTH OGDEN	2	1.11%
City of Riverdale	1	0.56%
City of Washington Terrace	1	0.56%
WEST HAVEN	1	0.56%

Riverdale Fire Department Unit Response by City (Includes Cancellations)

Basic Incident City Name (FD1.16)	Number of Incidents	Percent of Total Incidents
Apparatus Resource ID (FD18.1): A41		
RIVERDALE	81	29.67%
ROY	5	1.83%
CLINTON	2	0.73%
City of Riverdale	1	0.37%
NORTH OGDEN	1	0.37%
OGDEN	1	0.37%
Apparatus Resource ID (FD18.1): B41		
RIVERDALE	8	2.93%
WEBER COUNTY	4	1.47%
OGDEN	2	0.73%
Apparatus Resource ID (FD18.1): CH41		
RIVERDALE	8	2.93%
WEBER COUNTY	2	0.73%
Apparatus Resource ID (FD18.1): E41		
RIVERDALE	95	34.80%
ROY	20	7.33%
OGDEN	15	5.49%
SOUTH OGDEN	4	1.47%
WEBER COUNTY	2	0.73%
City of Riverdale	1	0.37%
City of Washington Terrace	1	0.37%
CLINTON	1	0.37%
FARR WEST	1	0.37%
NORTH OGDEN	1	0.37%
Apparatus Resource ID (FD18.1): FM41		
RIVERDALE	2	0.73%
Apparatus Resource ID (FD18.1): H41		
OGDEN	4	1.47%
WEBER COUNTY	3	1.10%
RIVERDALE	2	0.73%
ROY	2	0.73%
SOUTH OGDEN	2	0.73%
FARR WEST	1	0.37%
WEST HAVEN	1	0.37%

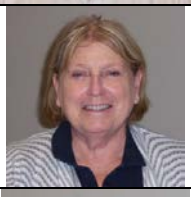
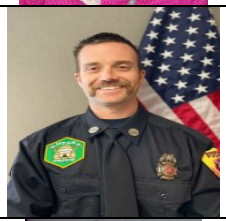
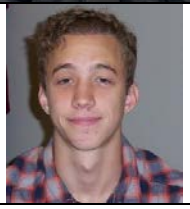
Outside Agency Response to Riverdale City

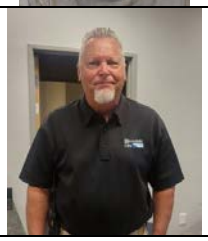
Basic Incident City Name	Number of Incidents
Roy	36
Ogden	15
South Ogden	7
South Weber	3
Weber Fire District	9
Washington Terrace	3

Fire Marshal Report

7/5/2024	Carl’s Jr.	Reinspection
7/9/2024	Chuck E Cheese	Rough-in Inspection
7/12/2024	Greenline Pest	Business License
7/12/2024	Ichiban Sushi	Business License
7/12/2024	NAPA	Business License Follow Up
7/15/2024	Chuck E Cheese	Email and phone call and meet with Robert Validi supervising contractor about ANSUL test requirements.
7/16/2024	Chuck E Cheese	Met with Robert Validi and Leland with Firetrol about FACP, FDC signs, and the location for the exterior building strobe.
7/18/2024	PetSmart	Recheck of Riser
7/18/2024	Home Goods	Recheck of Riser
7/18/2024	Empowered	Business License Inspection
7/18/2024	Honey Do Business	Business License Inspection
7/18/2024	Riverdale Furniture Outlet	Business License Inspection 7/18/2024
7/18/2024	Statera Chiropractic	Reinspection
7/18/2024	Buffalo Wild Wings	Reinspection
7/18/2024	Carpet Giant	Reinspection
7/19/2024	Wasatch Front KIA	Reinspection
7/19/2024	Big 3 Consulting	Reinspection
7/19/2024	J Par Real Estate	Reinspection
7/23/2024	Discovery Clubhouse	Met with and emailed the manager about Inspection for re-licensure on
7/23/2024	Costa Vida	Reinspection
7/23/2024	Chuck E Cheese	ANSUL System and Riser Room
7/23/2024	Tesla	Meeting going over the requirements for the final systems test.
7/23/2024	Structure Fire Investigation	Responded to a Structure Fire at 4375 S Weber River Drive # 57

7/24/2024	Tesla	24-hour Battery Test FACP
7/25/2024	Chuck E Cheese	ANSUL Test
7/25/2024	Tesla	Final
7/30/2024	Structure Fire Report	
7/30/2024	Tesla	Meeting with Jeff about Tesla Final Inspection

Employee Recognition – August 2024 Anniversaries			
Years	Employee		Department
29		Dean Gallegos	Fire
26		Norman Farrell	Public Works
26		Bart Poll	Public Works
11		Neil Amidan	Business Administration
9		Kathleen Doxey	Police
9		Baylee Cascadden	Community Services
5		Shawn Stanger	Fire
3		Jace Stromberg	Fire

2		Arzy Vernon	Community Services
1		Stephen May	Police

Staffing Authorization Plan

As of July 31, 2024		
Department	*FTE Authorization*	*FTE Actual*
City Administration	2.00	2.00
Legal Services	4.50	3.50
Building	1.50	1.50
Community Development	1.00	1.00
Business Administration	7.00	7.00
Community Services	13.50	12.00
Public Works	11.00	11.00
Police	26.00	26.00
Fire	25.00	17.00
Total	91.50	81.00

Staffing Reconciliation – Authorized to Actual		
Department	*FTE Variance*	*Explanation*
City Admin	0.00	
Legal Services	(1.00)	City Administrator/City Attorney
Community Development		
Community Services	(1.50)	Recreation Assistants
Business Administration	0.00	
Public Works	0.00	
Police	0.00	
Fire	(8.00)	PT/FT Firefighters
Totals	(10.50)	Staffing under authorization

Actual Full Time Employees	56.00
Actual Part Time Employees	49.00
Seasonal Employees	0.00

* 2 part time FTE can not be converted to 1 full time FTE

COMMUNITY DEVELOPMENT PROJECTS STATUS REPORT

August 2024

OPEN FOR BUSINESS

Ashley Furniture is open for business in the old Shopko building at 4060 South Riverdale Road.

ABS Kids is open for business in their new Riverdale location at 4934 S 900 W

Ichiban Sushi is open for business in their new Riverdale location at 1071 W Riverdale Road. **GRAND OPENING AUGUST 28**

NEW AND ONGOING DEVELOPMENTS

Tesla continues construction on the Tesla Riverdale Automotive Center to be located at 4581 South 1500 West.
GRAND OPENING SOON

Chuck E. Cheese is working on tenant finish construction of a space located at 4101 South Riverdale Road.
GRAND OPENING SOON

America First Credit Union has started construction of their new Corporate Campus at 4624 South 1500 West.

Wasatch Kia of Riverdale has started construction of their new service bay at 770 W Riverdale Road

Ken Garff Honda Riverdale has started construction of their remodel and new service bays at 950 W Riverdale Road

GoldCrest Homes has started construction of 68 new single-family homes at the Coleman Vu Estates at 5368 s 1050 w

REMODELS HAPPENING AT WALMART AND PETSMART

RIVERDALE CITY
CITY COUNCIL AGENDA
August 20, 2024

AGENDA ITEM: G1

SUBJECT: **Consideration to approve Final Site Plan request for Ken Garff parking lot improvements for property located at 667 W 4400 S, Riverdale UT, as requested by Wright Development and Garff Properties Riverdale, LLC.**

PRESENTER: Brandon Cooper, Community Development

INFORMATION:

a. Executive Summary
b. PC Draft Minutes re: Ken Garff lot 8-13-2024
c. Staff Report
d. Garff Civil Set
e. Plan Corrections Report 8-2-2024

BACK TO AGENDA

TRANSMITTAL

Body:	City Council
Topic:	**Site Plan Approval** Ken Garff Parking Lot – 667 W 4400 S
Department:	Community Development
Director:	Brandon Cooper
Staff/Presenter:	Brandon Cooper
Contact:	bcooper@riverdalecity.com

Executive Summary

On June 7, 2024, Wright Development ("**Developer**"), represented by Logan Johnson, applied for a Commercial Site Plan approval for the Garff Parking Lot located at approximately 667 W 4400 S (APN 06-334-0002), in a Regional Commercial (C-3) zone. The parcel size is approximately 1.31-acres, and the proposed project consists of a 44,355 square foot parking lot with a 12,779 square foot landscape area. A final subdivision plat was approved on August 1, 2023, creating 2 lots totaling approximately 6.818 acres. Parking lots for passenger vehicles is a conditional use in the C-3 zone.

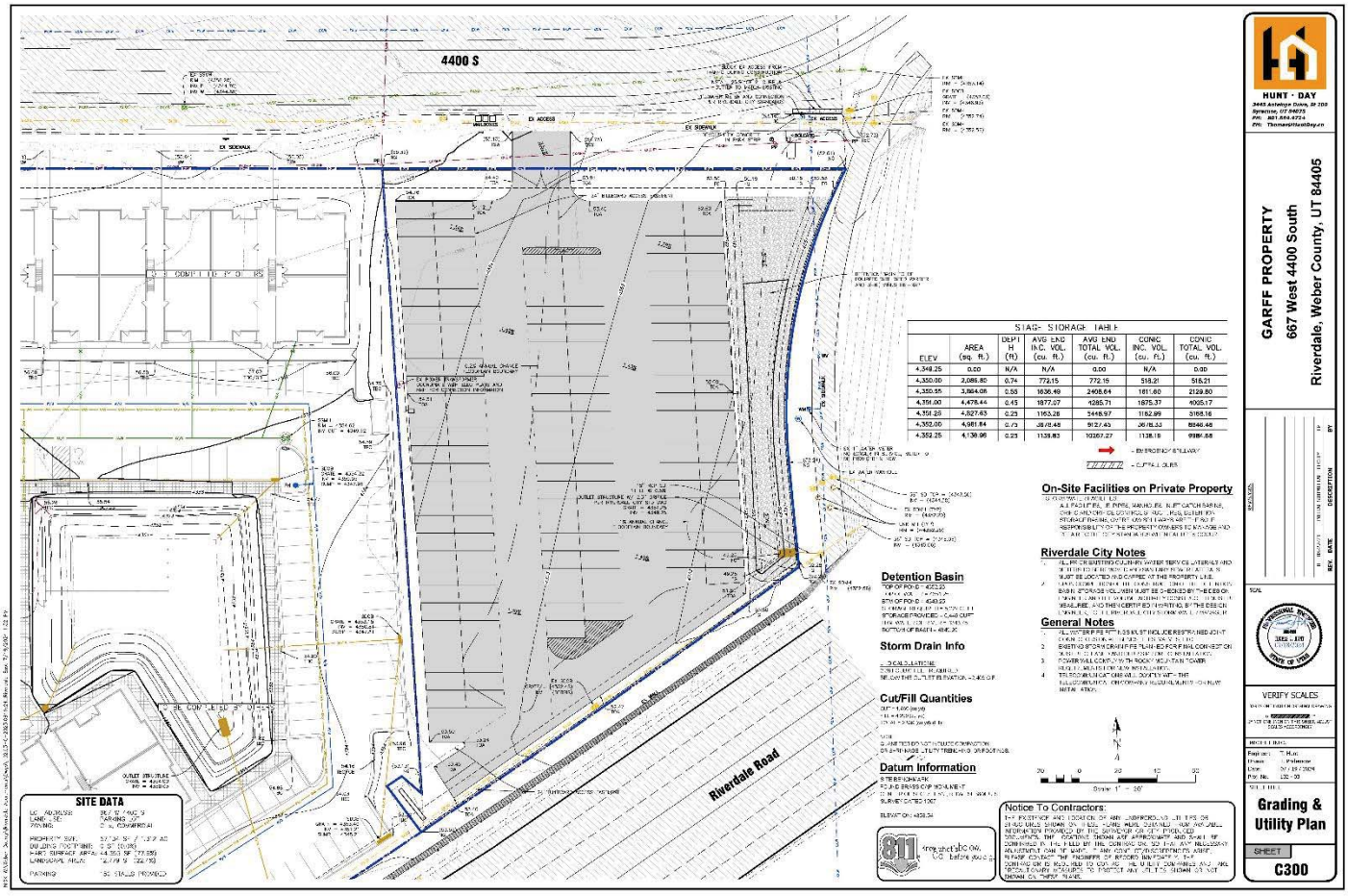
On August 13, 2024, the applicant received conditional use approval by the Planning Commission. During the same meeting, the Planning Commission voted to extend the final plat approval by 6 months and voted unanimously to make a favorable recommendation for approval of the final site plan to the City Council. A public hearing is not required to consider this final site plan proposal.

The Developer is seeking final site plan approval for the parking lot improvements from the City Council.

SITE PLAN APPROVAL:

The proposed site plan includes a 44,355 sq. ft. parking lot with a 12,779 sq. ft landscape area. The property is owned by Garff Properties Riverdale, LLC. The proposed use is overflow parking for dealership vehicles. No additional buildings are proposed. A public hearing is not required to consider this Site plan proposal.

TRANSMITTAL



The Site Plan review process is regulated under Riverdale City Code **10-25** "*Development in All Zones*" and is affected by City Codes **10-10A** "*Commercial Zones*", **10-14** "*Regulations Applicable to All Zones*", **Chapter 15** "*Parking, Loading Space; Vehicle Traffic and Access*" and other regulations found in **Title 8** "*Water and Sewer*".

Attached to this transmittal is the formal Staff Report associated with the site plan review and the meeting minutes from the August 13, 2024 Planning Commission meeting.

TRANSMITTAL

Requested Timeline:

Planning Commission Meeting – August 13, 2024
City Council Meeting – August 20, 2024

Potential Actions:

Following the presentation and discussion of the **site plan approval** proposal, the City Council may make:

1) a motion to **approve** the site plan as presented
2) a motion to **approve** the site plan as presented with modifications
3) a motion to **table** the matter to a later date
4) a motion to **deny** the site plan

Planning Commission Recommendation

On August 13, 2024, the Planning Commission voted unanimously to recommend to the City Council approval of the Garff Parking Lot Site Plan.

Staff Recommendation

Based on the findings described in the attached Staff Report and the Planning Commission recommendation, it is recommended that the City Council approve the Garff Parking Lot site plan.

Attachments

August 13, 2024 Planning Commission Meeting Minutes
Staff Report – Site Plan Review
Garff Parking Site Plan

Minutes of the **Regular Session** of the Riverdale City **Planning Commission** held Tuesday, August 13, 2024, at 6:30 p.m., at the Civic Center, 4600 S Weber River Drive., Riverdale City, Weber County, Utah.

Present:	Commissioners:	Kent Anderson, Chair Amy Ann Spiers, Vice Chair Rikard Hermann, Commissioner Wanda Ney, Commissioner Celeste Noland, Commissioner Randy Poulsen, Commissioner Colleen Henstra, Commissioner
	City Employees:	Brandon Cooper, Community Development Director Michelle Marigoni, City Recorder
	Excused:	
	Visitors:	

A. Welcome & Roll Call

The Planning Commission Meeting began at 6:30 p.m. Chair Anderson welcomed everyone to the meeting and stated for the record that all members of the Planning Commission were present. Members of the city staff were also present.

B. Public Comment

Commissioner Anderson asked if any members of the public were present with comments. There were none.

C. Presentations and Reports

Community Development update on new or upcoming businesses and projects.

- Panera was approved and is working on getting a building permit. The RDA funding has been approved.
- Tesla opening in August.
- Chucky Cheese opening in September.
- Ichiban Sushi has opened and will have a grand opening on August 28th.
- America First has been moving along.
- RDA work is going on behind the scenes for West Bench.
- The AFCU roundabout will hopefully be done by the end of October.

D. Consent Items

1. Consideration of Meeting Minutes from:

   July 23, 2024 Work Session
   July 23, 2024 Regular Meeting

Chair Anderson asked if there were any changes or corrections to the minutes. Commissioner Noland moved to approve the consent items. Commissioner Spiers seconded the motion, and all were in favor.

E. Action Items

1. Consideration of Ken Garff Parking Lot Site Plan approval extension request for a six-month period to February 1, 2025, for property located at 667 W 4400 S, Riverdale UT, as requested by Wright Development and Garff Properties Riverdale, LLC.

Mr. Cooper presented information for items 1, 2 and 3, all regarding the Ken Garff Parking Lot, and clarified that the extension is for a plat approval extension (there was an error on the agenda wording). The developer has had complications with adjacent landowners on a land swap and coordinating finances with the site plan approval. The site must be developed to accommodate the apartments.

DRAFT

Logan Johnson with Wright Development answered questions for commissioners. Commissioner Poulsen asked if the developers were confident that all parties would be able to meet the new deadline. Mr. Johnson felt more confident today than a year ago.

Motion: Commissioner Noland moved to approve the Ken Garff Parking Lot Plat approval extension request for a six-month period to February 1, 2025, for property located at 667 W 4400 S, Riverdale UT, as requested by Wright Development and Garff Properties Riverdale, LLC.
Second: Commissioner Henstra

Vote:

Commissioner Spiers:	Yes
Commissioner Ney:	Yes
Commissioner Hermann:	Yes
Commissioner Henstra:	Yes
Commissioner Noland:	Yes
Commissioner Anderson:	Yes
Commissioner Poulsen:	Yes

Motion passes unanimously.

2. Consideration of a Conditional Use Permit request for Ken Garff parking lot located at 667 W 4400 S, Riverdale UT, as requested by Wright Development and Garff Properties Riverdale, LLC.

Mr. Cooper went over the conditional use permit approval considerations.

Motion: Commissioner Spiers moved to approve the Conditional Use Permit request for Ken Garff parking lot located at 667 W 4400 S, Riverdale UT, as requested by Wright Development and Garff Properties Riverdale, LLC.
Second: Commissioner Poulsen

Commissioner Noland noted that commissioners felt the area would not increase the traffic adversely or have other detrimental effects on the residential area.

Vote:

Commissioner Noland:	Yes
Commissioner Anderson:	Yes
Commissioner Poulsen:	Yes
Commissioner Spiers:	Yes
Commissioner Ney:	Yes
Commissioner Hermann:	Yes
Commissioner Henstra:	Yes

Motion passes unanimously.

3. Consideration of forwarding a recommendation to City Council for Final Site Plan for Ken Garff parking lot improvements for property located at 667 W 4400 S, Riverdale UT, as requested by Wright Development and Garff Properties Riverdale, LLC.

Mr. Cooper went over the site plan background, code, general plan compliance and land use plan compliance. Landscaping requirements have been met or exceeded and slats will be added to the fencing.

The purchase of water shares or transfer of water rights and the stormwater prevention plan are still pending, but the developers are aware and have a plan to submit these items. Commissioner Noland asked if the slats will go all the way around the property. Mr. Johnson confirmed that the lot would be obscured from the residents. Commissioner Noland asked about the traffic to and from the lot. Mr. Johnson said it is an excess storage lot for their main operation, so there should be minimal traffic.

Commissioner Ney asked if they were planning to have more cars than spaces. Mr. Johnson clarified that the lines will be painted and there will be no more than one car per slot. They are hoping to have it paved by October 15. Commissioners agreed it would be an improvement. Commissioner Poulsen asked about semi-truck and nighttime traffic, which Mr. Johnson believed would be over at their main property. Mr. Cooper noted that conditions could be added to the conditional use permit if necessary.

Commissioner Anderson asked about security fencing. The current application does not include any barbed-wire fencing, so Garff is looking into other security options, including lighting and possible security systems. Commissioner Noland inquired about the lights, which would be down-facing and should not affect the residents.

DRAFT

Motion: Commissioner Hermann moved to forward a positive recommendation for Final Site Plan for Ken Garff parking lot improvements for property located at 667 W 4400 S, Riverdale UT, as requested by Wright Development and Garff Properties Riverdale, LLC.
Second: Commissioner Henstra.

Vote:

Commissioner Hermann:	Yes
Commissioner Henstra:	Yes
Commissioner Noland:	Yes
Commissioner Spiers:	Yes
Commissioner Ney:	Yes
Commissioner Anderson:	Yes
Commissioner Poulsen:	Yes

Motion passes unanimously.

Staff Report

Body:	Planning Commission
Date:	13 August 2024
Requested Action:	Garff Parking Lot 667 W 4400 S, Riverdale, UT 84405 **Site Plan Review and Approval**
Petitioner/Applicant:	Wright Development (on behalf of Garff Properties Riverdale, LLC) 1178 W Legacy Crossing Blvd Suite 100 Centerville, Utah 84014 801.773.7339 logan@wrightdevelopment.com
Department:	Community Development
Director:	Brandon Cooper
Staff/Presenter:	Brandon Cooper
Contact:	bcooper@riverdalecity.com

Description of Request

Wright Development, represented by Logan Johnson, is seeking final site plan approval from the Planning Commission for an overflow parking lot for new vehicles on real estate located at approximately 667 W 4400 S. The parcel is zoned in the Regional Commercial (C-3) zone, which requires a conditional use permit approval for this type of use. The proposed project consists of an approximately 44,355 square foot parking lot with a 12,779 square foot landscape area. No buildings are being proposed.

PROJECT INFORMATION

Background

The applicant seeks approval of a Commercial Site Plan to construct a 44,355 square foot parking lot with 150 stalls and a 12,779 square foot landscape area. This site is a subdivided parcel once part of the Leslie's Mobile Home Park. All structures previously found on the site have been demolished or otherwise removed Below.

Staff Report

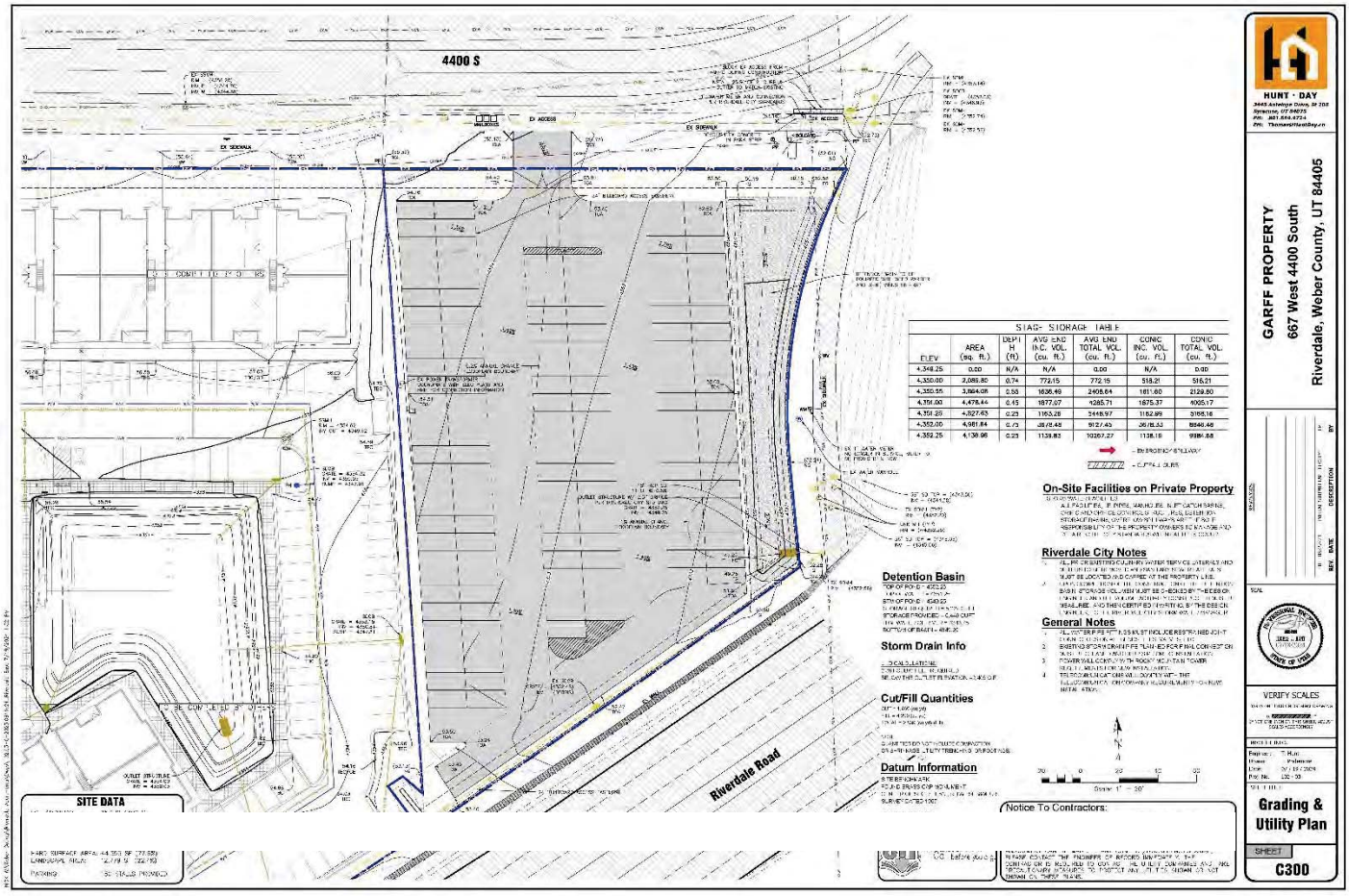
Original Submission: Site Plan Application – June 7, 2024

Planning Commission: August 13, 2024

City Council: To be determined

Plan Review:
Review #1 – June 2024
Review #2 – July/August 2024

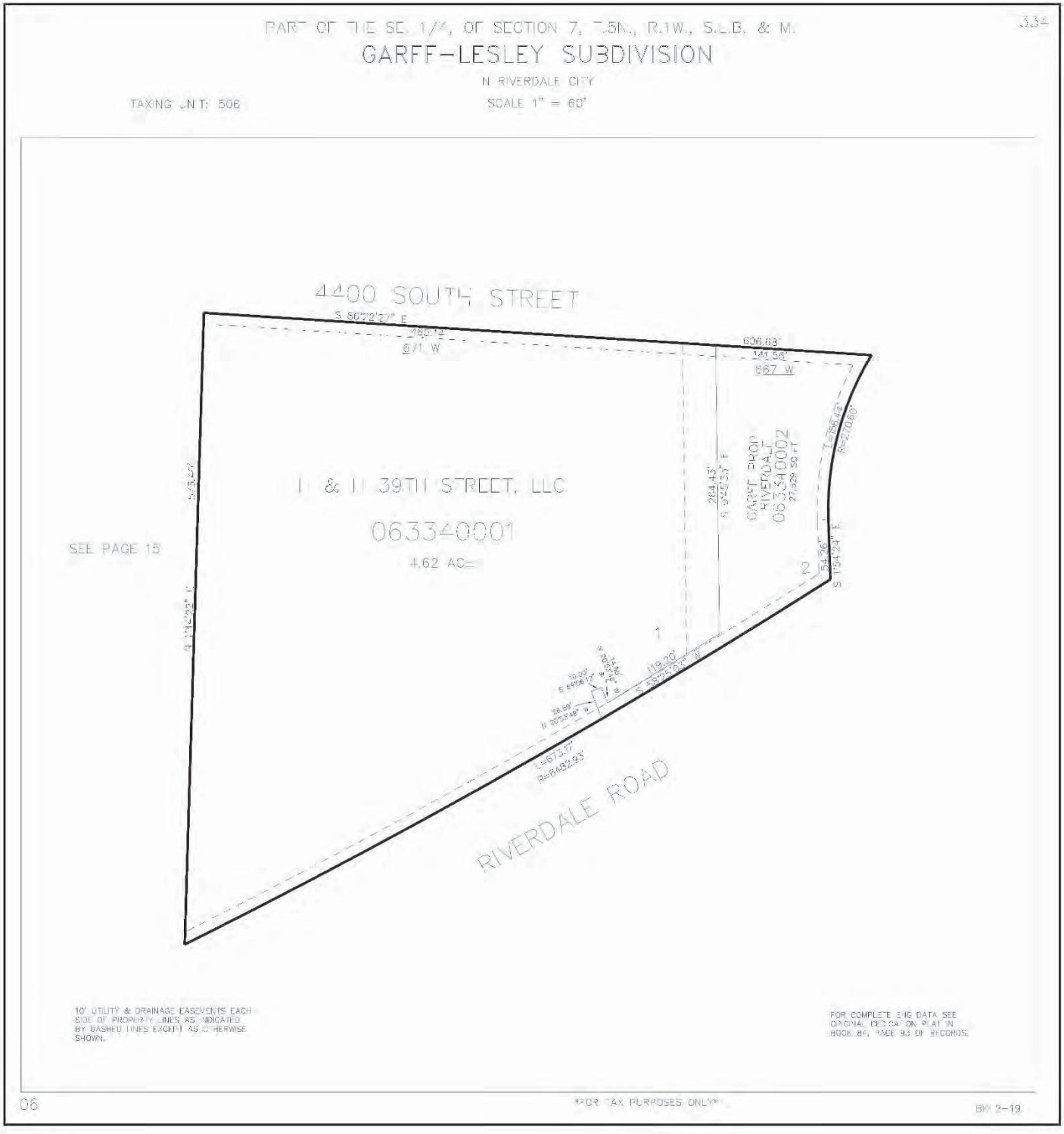
Proposed Site Plan



Existing Conditions



Existing Conditions cont'd



Existing Conditions cont'd









Analysis and Findings

Basis of Review for Site Plans *(RCC 10-25-1)*

The underlying purpose and intent of a site plan review and approval is to promote the health, safety, convenience, and general welfare of the inhabitants of the City in the matter of all proposed land developments, to encourage the healthful growth of the city and related matters affected by such developments. Any proposed development and its use shall be in the best interests of the public and shall be in harmony with the surrounding area and the developer shall present evidence to this effect.

Commercial Zones – C-3 *(RCC 10-10(A))*

1. *The purpose of the C-3 community commercial zone is to provide suitable areas for the location of the various types of commercial activity needed to serve the people and commerce of the city. It is also to separate into three (3) zones, uses based upon type of activity which are compatible and complementary, as well as intensity of land utilization and accessory use needs. (Ord. 860, 9-2-2014).*

   Analysis: Review of Site Development Standards, Special Regulations, Permitted Uses, traffic movement, harmonious and beneficial relations among buildings, height and bulk of buildings, and the harmonious relations between adjacent neighborhoods.

   Finding: The site plan proposal comprises a new parking lot on a site once occupied by a mobile home part. The site has been previously rezoned from a residential use to a commercial use to anticipate this proposal. The site plan proposes to connect traffic flow to 4400 S. There are no new buildings being proposed. The site is situated the street in such a way the crams it up against the viaduct retaining wall. The only traffic in and out of the site will be related to the movement of cars between this site and the Ken Garff dealerships in town. It is limited to 150 stalls. The landscape frontage is designed to blend into the future residential frontage to the west. The site will be contained within a 6' chain-link fence and screened using black fence slatting. The proposal satisfies this zoning standard.
   Staff determination: **Complies**

Development in All Zones *(RCC 10-25)*

1. *The underlying purpose and intent of this chapter is to promote the health, safety, convenience and general welfare of the inhabitants of the city in the matter of all proposed land developments, to encourage the healthful growth of the city and related matters affected by such developments.*

Analysis: Review of Preliminary Plan, proper submission and compliance to site plan standards checklist, review and action by Planning Commission, and review of Design Standards.

Finding: This application was received in the months of June, July, and August 2024. General review was conducted by the Riverdale City Community Development Director, Public Works Director, and the City's consulting engineer Civil Engineering Consultants (CEC). Comments were provided to the applicant's design team and revisions were made to the site plan. All City comments have been satisfied by the applicant and are reflected in the attached site plan presented for consideration. Staff determination: **Complies**

Regulations Applicable to All Zones *(RCC 10-14)*

1. *The requirements of this title as to minimum site development standards shall not be construed to prevent a use as permitted in a respective zone of any parcel of land in the event such parcel was held in separate ownership prior to the effective date hereof. Each such parcel to be developed must have not less than sixteen feet (16') of frontage on a street, or as approved by the board of adjustment, and the density of development may not exceed that permitted by area requirements in the respective zone. (1985 Code § 19-3-2). The regulations hereinafter set forth in this chapter qualify or supplement, as the case may be, the zone regulations contained elsewhere in this title. (1985 Code § 19-3-1)*

Analysis: Review of Main Building Regulations, Yard Regulations, Height Regulations, and Non-Residential Landscape Requirements.

Finding: General review was conducted by the Riverdale City Community Development Director and the City's consulting engineer Civil Engineering Consultants (CEC). Comments were provided to the applicant's design team and revisions were made to the site plan. All City comments have been satisfied by the

applicant and are reflected in the attached site plan presented for consideration. Staff determination: **Complies**

Parking, Loading Space, Vehicle Traffic, and Access *(RCC 10-15)*

1. *The purpose of this chapter is to regulate parking and loading spaces, vehicle traffic and access in order to provide orderly and adequate development of these needed amenities, and in so doing, promote the safety and well-being of the citizens of the city. Consequently, there shall be provided at the time of the erection of any main building or at the time any main building is enlarged or increased, minimum off street parking space with adequate provisions for ingress and egress by standard sized automobiles. (1985 Code § 19-4-1)*

   Analysis: Review of Parking Spaces for Non-dwelling buildings, Parking Lot Design and Maintenance

   Finding: General review was conducted by the Riverdale City Community Development Director. REQUIREMENT: *Parking spaces for non-dwelling units are listed in RCC 10-15-3. In the case where the proposed use is not listed, the parking requirements shall be established by the Planning Commission based on a reasonable number of spaces for staff and customers and similar requirements of like businesses.* Comments were provided to the applicant's design team and revisions were made to the site plan. All City comments have been satisfied by the applicant and are reflected in the attached site plan presented for consideration. Staff determination: **Needs input from Planning Commission**

Water and Sewer *(RCC Title 8)*

1. *The purpose of this title is to regulate all things associated with the delivery and use of water and sewer services within the city.*

   Analysis: Review of various chapters within the title, including, but not limited to, Stormwater Management and Regulation Plan, Sewer Use and Service, Private Fire Protection, Transfer of Water Right

   Finding: Based on a water use calculation provided by the applicant, it has been determined that the proposed site will use 2 acre-feet of water per year. The fee for

the applicant to purchase water through the City under its current contract with Weber Basin Water Conservancy is $22,405 per acre foot. This payment is required

prior to the commencement of construction. General review was conducted by the Riverdale City Community Development Director, Riverdale City Public Works Director, and the City's consulting engineer Civil Engineering Consultants (CEC). Comments were provided to the applicant's design team and revisions were made to the site plan. All City comments have been satisfied by the applicant and are reflected in the attached site plan presented for consideration.
Staff determination: **Complies**

CONCLUSION

The applicant's site plan proposal of a project consisting of a 44,355 square foot parking lot with 150 parking stalls and a 12,779 square foot landscape area has been determined to promote the health, safety, convenience, and general welfare of the inhabitants of the City in a manner that encourages the healthful growth of the city. The proposed development and its use complies with all identified City comments, is determined to be in the best interests of the public, is in harmony with the surrounding area, and complies with associated local code requirements.

Staff recommends **APPROVAL** of the Garff Parking Lot Site Plan

Attachments

Application
Proposed Site Plan
Staff Comments
Engineer Letter
Drainage Conformance Letter
Stormwater Maintenance Plan

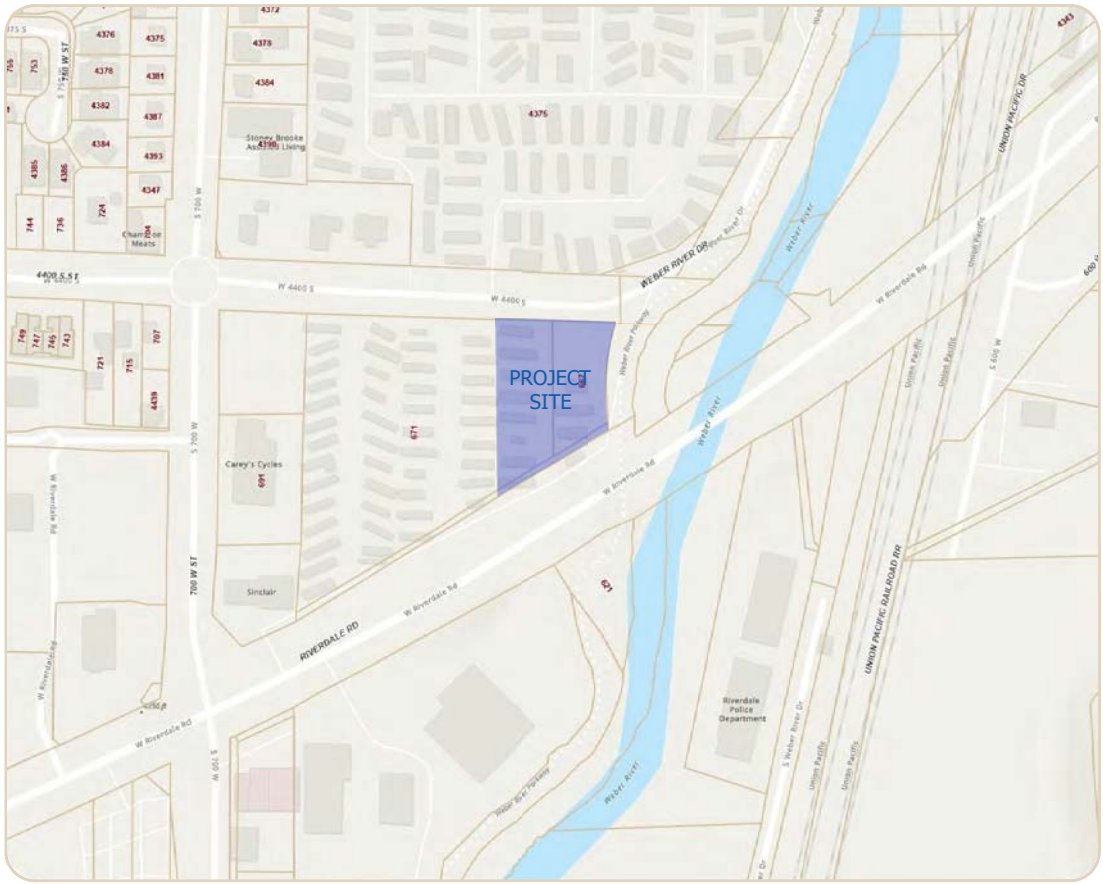
Garff Property
CIVIL CONSTRUCTION SET

APN# 06-334-0001, 06-334-0002
SECTION 7, TOWNSHIP 5 NORTH,
RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
RIVERDALE, WEBER COUNTY, UTAH
JULY, 2024

811 Know what's below. Call before you dig

HUNT • DAY
3445 Antelope Drive, St 200
Syracuse, UT 84075
PHa 801.664.4724
EM: Thomas@HuntDay.co

GARFF PROPERTY
667 West 4400 South
Riverdale, Weber County, UT 84405



Vicinity Map
SCALE: NOT TO SCALE

Project Directory

DEVELOPER:
WRIGHT DEVELOPMENT GROUP
SPENCER WRIGHT
1178 WEST LEGACY CROSSING BLVD
CENTERVILLE, UT 84014
PH: (801) 773-7339

SURVEYOR:
LAYTON SURVEYS
WILLIS LONG, PLS
1857 N 1000 W STE. 1,
CLEARFIELD, UT 84015
PH: (801) 663-1641

CIVIL ENGINEER (Project Contact):
HUNT DAY
THOMAS HUNT, PE
3445 ANTELOPE DRIVE
SYRACUSE, UT 84075
PH: (801) 664-4724

LANDSCAPE ARCHITECT:
LAND ARC
ZACH TAYLOR
P.O. BOX 92
125 E. 100 N.
HEBER CITY, UT 84032
PH: (435) 669-4414

PROPERTY OWNER(S):
GARFF PROPERTIES LLC
111 E BROADWAY STE 900
SALT LAKE CITY UT 84111
(801) 257 -3135
H & H 39TH STREET LLC
PO BOX 526412
SALT LAKE CITY UT 84152
(801) 773-7339

LOT ADDRESS:	667 W 4400 S
LAND USE:	PARKING LOT
ZONING:	C-x, COMMERCIAL
PROPERTY SIZE:	57,134 SF / 1.312 AC
BUILDING FOOTPRINT:	0 SF (0.0%)
HARD SURFACE AREA:	43,779 SF (76.6%)
LANDSCAPE AREA:	13,355 SF (23.4%)
PARKING:	150 STALLS PROVIDED

Sheet Index

C001 - Cover Sheet
C002 - Notes & Legend
C100 - Existing Conditions
C200 - Site Plan
C300 - Grading & Utility Plan
C600 - Civil Details
C700 - SWPPP Exhibit
C701 - SWPPP Details

Agency/Utility Contacts

PLANNING & ENGINEERING:
Community Development
4600 South Weber River Drive
Riverdale City, Utah 84405
Phone: (801) 394-5541

SEWER / WATER / STORM :
Riverdale Public Works
600 South Weber River Drive
Riverdale City, Utah 84405
Phone: (801) 394-5541

POWER COMPANY:
Pacificorp
Customer Service Line
Phone: (888) 221-7070

TELEPHONE COMPANY:
Century Link
Customer Service Line
Phone: (844) 574-8124

FIRE DEPARTMENT:
Riverdale City Fire
4334 South Parker Drive
Riverdale, Utah 84405
Phone: (801) 394-7481

GAS SERVICE:
Dominion Energy
Customer Service Line
Phone: (866) 366-4357

CABLE TV:
Comcast
Customer Service Line
Phone: (800) 934-6489

REVISIONS			
REV.	DATE	DESCRIPTION	BY
0	08-22-23	INITIAL SUBMITTAL TO CITY	TP

SEAL

PROFESSIONAL ENGINEER
THOMAS L HUNT
07/18/2024
STATE OF UTAH

VERIFY SCALES
BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

PROJECT INFO.

Engineer:	T. Hunt
Drawn:	T. Pridemore
Date:	07 / 19 / 2024
Proj. No.	102 - 03

SHEET TITLE
Cover Sheet

SHEET
C001

SITE DATA

LOT ADDRESS:	667 W 4400 S
LAND USE:	PARKING LOT
ZONING:	C-x, COMMERCIAL
PROPERTY SIZE:	57,134 SF / 1.312 AC
BUILDING FOOTPRINT:	0 SF (0.0%)
HARD SURFACE AREA:	44,355 SF (77.6%)
LANDSCAPE AREA:	12,779 SF (22.4%)
PARKING:	150 STALLS PROVIDED

Approving Agency

RIVERDALE CITY
4600 SOUTH WEBER DRIVE
RIVERDALE, UTAH 84405

APPROVED DATE

Riverdale City Notes

1. ALL DETERIORATED, DAMAGED, OR MISSING SURFACE IMPROVEMENTS SURROUNDING THE PERIMETER OF THE DEVELOPMENT AND ON-SITE SHALL BE REPLACED OR INSTALLED, I.E. CURB & GUTTER, SIDEWALK, LANDSCAPING PARKING STRIP IMPROVEMENTS, ASPHALT PATCHING, LANDSCAPING REPLACEMENT, SITE LIGHTING, DUMPSTER SCREENING, CONCRETE IMPROVEMENTS, ETC..
2. ALL CONSTRUCTION & MATERIALS ARE TO BE PER RIVERDALE CITY STANDARDS AND SPECIFICATIONS, CURRENT EDITION.

Flood Information

PORTION OF PROPERTY LIES WITHIN BOTH FLOOD ZONE DESIGN "AE"AND FLOOD ZONE DESIGN "X" PER F.E.M.A. FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBERS 49057C0436F, DATED JUNE 2, 2015.

AREA DETERMINED TO BE WITHIN THE 1.0% ANNUAL CHANCE FLOODPLAIN.

Datum Information

SITE BENCHMARK:
FOUND BRASS CAP MONUMENT
CENTER OF SEC. 7, T.5N., R.1W., SLB&M, U.S.
SURVEY DATED 1967

ELEVATION: 4353.54'

Geotech Report

DATED:
CMT GEOTECHNICAL LABORATORIES
2796 S. REDWOOD ROAD
WEST VALLEY CITY, UT 84119
PH: (801) 908-5859

Notice To Contractors:

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED FROM AVAILABLE INFORMATION PROVIDED BY THE SURVEYOR OR CITY PRODUCED DOCUMENTS. THE LOCATIONS SHOWN ARE APPROXIMATE AND SHALL BE CONFIRMED IN THE FIELD BY THE CONTRACTOR, SO THAT ANY NECESSARY ADJUSTMENT CAN BE MADE. IF ANY CONFLICT/DISCREPENCIES ARISE, PLEASE CONTACT THE ENGINEER OF RECORD IMMEDIATELY. THE CONTRACTOR IS REQUIRED TO CONTACT THE UTILITY COMPANIES AND TAKE PRECAUTIONARY MEASURES TO PROTECT ANY UTILITIES SHOWN OR NOT SHOWN ON THESE PLANS.

NICK W:\Weber County\Riverdale Apartments\Dwgs\102.03-C-2023.08\1x24_Riverdale East 7/19/2024 1:49 PM

GENERAL NOTES

1.0 COMPLIANCE

1.1 ALL WORK TO CONFORM TO GOVERNING MUNICIPALITY'S STANDARDS, SPECIFICATIONS AND REQUIREMENTS.

1.2 ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS AND THE MOST RECENT, ADOPTED EDITIONS OF THE FOLOWING:
- INTERNATIONAL BUILDING CODES (IBC)
- INTERNATIONAL PLUMBING CODES
- STATE DRINKING WATER REGULATIONS
- APWA MANUAL OF STANDARD PLANS AND SPECIFICATIONS
- ADA ACCESSIBILITY GUIDELINES.

1.3 ALL CONSTRUCTION SHALL BE AS SHOWN ON THESE PLANS, ANY REVISIONS MUST HAVE PRIOR WRITTEN APPROVAL.

2.0 PERMITTING AND INSPECTIONS

2.1 PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING SURE THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED THOROUGHLY REVIEWED PLANS AND OTHER DOCUMENTS APPROVED BY ALL OF THE PERMITTING AUTHORITIES.

2.2 CONTRACTOR IS RESPONSIBLE FOR SCHEDULING AND NOTIFYING ARCHITECT/ENGINEER OR INSPECTING AUTHORITY 48 HOURS IN ADVANCE OF COVERING UP ANY PHASE OF CONSTRUCTION REQUIRING OBSERVATION.

2.3 ANY WORK IN THE PUBLIC RIGHT-OF-WAY WILL REQUIRE PERMITS FROM THE APPROPRIATE CITY, COUNTY OR STATE AGENCY CONTROLLING THE ROAD AND WITH APPROPRIATE INSPECTIONS.

3.0 COORDINATION AND VERIFICATION

3.1 ALL DIMENSIONS, GRADES & UTILITY DESIGNS SHOWN ON THE PLANS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY ARCHITECT/ENGINEER OF ANY DISCREPANCIES PRIOR TO PROCEEDING WITH CONSTRUCTION FOR NECESSARY PLAN OR GRADE CHANGES. NO EXTRA COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO THE DIMENSIONS OR GRADES SHOWN INCORRECTLY ON THESE PLANS, IF NOT VERIFIED AND NOTIFICATION OF CONFLICTS HAVE NOT BEEN BROUGHT TO THE ATTENTION OF THE ARCHITECT/ENGINEER.

3.2 CONTRACTOR MUST VERIFY ALL EXISTING CONDITIONS BEFORE BIDDING AND BRING UP ANY QUESTIONS BEFOREHAND. NO ALLOWANCE WILL BE MADE FOR DISCREPANCIES OR OMISSIONS THAT CAN BE EASILY OBSERVED.

3.3 CONTRACTOR TO COORDINATE WITH ALL OTHER DISCIPLINES, INCLUDING BUT NOT LIMITED TO:
- LANDSCAPE PLANS
- SITE ELECTRICAL PLANS AND ELECTRICAL SERVICE TO THE BUILDING(S)
- FIRE PROTECTION
- ARCHITECTURAL SITE PLANS
- ACCESSIBLE ROUTES
- ETC.

3.4 CONTRACTOR IS TO COORDINATE LOCATION OF NEW TELEPHONE SERVICE, GAS SERVICE, CABLE, ETC. TO BUILDING WITH THE APPROPRIATE UTILITY COMPANY. FOR TELEPHONE, CONTRACTOR TO FURNISH CONDUIT, PLYWOOD BACKBOARD, AND GROUND WIRE, AS REQUIRED.

4.0 SAFETY AND PROTECTION

4.1 CONTRACTOR IS SOLELY RESPONSIBLE FOR THE MEANS AND METHODS OF CONSTRUCTION.

4.2 CONTRACTOR IS RESPONSIBLE FOR THE SAFETY OF THE PROJECT AND SHALL MEET ALL OSHA REQUIREMENTS.

4.3 CONTRACTOR IS RESPONSIBLE FOR CONFORMING TO LOCAL AND FEDERAL CODES GOVERNING SHORING AND BRACING OF EXCAVATIONS AND TRENCHES, AND FOR THE PROTECTION OR WORKERS AND PUBLIC.

4.4 CONTRACTOR SHALL TAKE ALL MEASURES NECESSARY TO PROTECT ALL EXISTING PUBLIC AND PRIVATE PROPERTY, ROADWAYS, AND UTILITY IMPROVEMENTS. DAMAGE TO EXISTING IMPROVEMENTS CAUSED BY THE CONTRACTOR MUST BE REPAIRED BY THE CONTRACTOR AT HIS/HER EXPENSE TO THE SATISFACTION OF THE OWNER OF SAID IMPROVEMENTS.

4.5 CONTRACTOR IS REQUIRED TO KEEP ALL CONSTRUCTION ACTIVITIES WITHIN THE APPROVED PROJECT LIMITS. THIS INCLUDES, BUT IS NOT LIMITED TO, VEHICLE AND EQUIPMENT STAGING, MATERIAL STORAGE AND LIMITS OF TRENCH EXCAVATION.

4.6 IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN PERMISSION AND/OR EASEMENTS FROM THE APPROPRIATE GOVERNMENT AGENCY AND/OR INDIVIDUAL PROPERTY OWNER(S) FOR WORK OR STAGING OUTSIDE OF THE PROJECT LIMITS.

4.7 CONTRACTOR SHALL PROVIDE BARRICADES, SIGNS, FLASHERS, OTHER EQUIPMENT AND FLAG PERSONS NECESSARY TO INSURE THE SAFETY OF WORKERS AND VISITORS. ALL CONSTRUCTION SIGNING, BARRICADING, AND TRAFFIC DELINEATION SHALL CONFORM TO THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", LATEST EDITION.

4.8 CONTRACTOR SHALL COMPLY WITH LOCAL NOISE ORDINANCE STANDARDS.

4.9 CONTRACTOR IS RESPONSIBLE FOR DUST CONTROL ACCORDING TO GOVERNING AGENCY STANDARDS.

4.10 CONTRACTOR SHALL TAKE ALL NECESSARY AND PROPER PRECAUTIONS TO PROTECT ADJACENT PROPERTIES FROM ANY AND ALL DAMAGE THAT MAY OCCUR FROM STORM WATER RUNOFF AND/OR DEPOSITION OF DEBRIS RESULTING FROM ANY AND ALL WORK IN CONNECTION WITH CONSTRUCTION. SUBMIT A STORM WATER POLLUTION PREVENTION PLAN, IF REQUIRED.

4.11 WORK IN PUBLIC STREETS, ONCE BEGUN, SHALL BE PROSECUTED TO COMPLETION WITHOUT DELAY AS TO PROVIDE MINIMUM INCONVENIENCE TO ADJACENT PROPERTY OWNERS AND TO THE TRAVELING PUBLIC.

4.12 CONTRACTOR SHALL PROVIDE ALL NECESSARY HORIZONTAL AND VERTICAL TRANSITIONS BETWEEN NEW CONSTRUCTION AND EXISTING SURFACES TO PROVIDE FOR PROPER DRAINAGE AND FOR INGRESS AND EGRESS TO NEW CONSTRUCTION.

4.13 NATURAL VEGETATION AND SOIL COVER SHALL NOT BE DISTURBED PRIOR TO ACTUAL CONSTRUCTION OF A REQUIRED FACILITY OR IMPROVEMENT. MASS CLEARING OF THE SITE IN ANTICIPATION OF CONSTRUCTION SHALL BE AVOIDED. CONSTRUCTION TRAFFIC SHALL BE LIMITED TO ONE APPROACH TO THE SITE. THE APPROACH SHALL BE DESIGNATED BY THE OWNER OR GOVERNING AGENCY.

4.14 THE CONTRACTOR SHALL TAKE REASONABLE MEASURES TO PROTECT EXISTING IMPROVEMENTS FROM DAMAGE AND ALL SUCH IMPROVEMENTS DAMAGED BY THE CONTRACTOR'S OPERATION SHALL BE REPAIRED OR RECONSTRUCTED TO THE ENGINEER/OWNER'S SATISFACTION AT THE EXPENSE OF THE CONTRACTOR.

5.0 MATERIALS

5.1 SITE CONCRETE SHALL BE A MINIMUM 6.5 BAG MIX, 4000 P.S.I. @ 28 DAYS, 4" MAXIMUM SLUMP WITH 5 + OR -1% AIR ENTRAINMENT, UNLESS SPECIFIED OTHERWISE. SEE SPECIFICATION:
- SLABS-ON-GRADE WILL BE TYPICALLY SCORED (1/4 THE DEPTH) AT INTERVALS NOT TO EXCEED THEIR WIDTH OR 12 TIMES THEIR DEPTH, WHICHEVER IS LESS. SCORING WILL BE PLACED TO PREVENT RANDOM CRACKING. FULL DEPTH EXPANSION JOINTS WILL BE PLACED AGAINST ANY OBJECT DEEMED TO BE FIXED, CHANGES IN DIRECTION AND AT EQUAL INTERVALS NOT TO EXCEED 50 FEET.
- CONCRETE WATERWAYS, CURBWALLS, MOWSTRIPS, CURB AND GUTTER, ETC. WILL TYPICALLY BE SCORED 1/4 THE DEPTH AT INTERVALS NOT TO EXCEED 10 FEET AND HAVE FULL DEPTH EXPANSION JOINTS AT EQUAL SPACING NOT TO EXCEED 50 FEET.
- UNLESS OTHERWISE NOTED, ALL SLABS-ON-GRADE WILL HAVE A MINIMUM 8" TURNED-DOWN EDGE TO HELP CONTROL FROST HEAVE.
- UNLESS OTHERWISE NOTED, ALL ON-GRADE CONCRETE WILL BE PLACED ON A MINIMUM 4" GRAVEL BASE OVER A WELL COMPACTED (90%) MIN. SUBGRADE.
- ALL EXPOSED SURFACES WILL HAVE A TEXTURED FINISH, RUBBED OR BROOMED. ANY "PLASTERING" OF NEW CONCRETE WILL BE DONE WHILE IT IS STILL "GREEN."
- ALL JOINTS (CONTROL, CONSTRUCTION OR EXPANSION JOINTS, ETC.) WILL BE SEALED WITH A ONE PART POLYURETHANE SEALANT.

5.2 ASPHALT CONCRETE PAVEMENT SHALL BE A MINIMUM 3" OVER 6" OF COMPACTED (95%) ROAD BASE OVER PROPERLY PREPARED AND COMPACTED (90%) SUBGRADE, UNLESS NOTED OTHERWISE.
- ASPHALT COMPACTION SHALL BE A MINIMUM 96%.
- SURFACE COARSE SHALL BE 1/2" MINUS. MIX DESIGN TO BE SUBMITTED FOR APPROVAL AT LEAST TWO WEEKS PRIOR TO ANTICIPATED PAVING SCHEDULE.
- AC PAVEMENT TO BE A 1/4" ABOVE LIP OF ALL GUTTER AFTER COMPACTION.
- THICKNESS OVER 3" WILL BE LAID IN TWO LIFTS WITH THE FIRST LIFT BEING AN APPROVED 3/4" MINUS DESIGN.

6.0 GRADING & SOILS

6.1 SITE GRADING SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH IN THE SOILS REPORT, WHICH BY REFERENCE ARE A PART OF THE REQUIRED CONSTRUCTION DOCUMENTS AND IN CASE OF CONFLICT SHALL TAKE PRECEDENCE, UNLESS SPECIFICALLY NOTED OTHERWISE ON THE PLANS, OR IN THE SPECIFICATIONS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD OF ANY DISCREPANCY BETWEEN THE SOILS REPORT AND THESE PLANS AND SPECIFICATIONS.

6.2 THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING AND REPLACING ALL SOFT, YIELDING OR UNSUITABLE MATERIALS AND REPLACING WITH SUITABLE MATERIALS AS SPECIFIED IN THE SOILS REPORT.

6.3 ALL EXCAVATED OR FILLED AREAS SHALL BE COMPACTED TO 95% OF MODIFIED PROCTOR MAXIMUM DENSITY PER ASTM TEST D-1557, EXCEPT UNDER BUILDING FOUNDATIONS WHERE IT SHALL BE 98% MIN. OF MAXIMUM DENSITY. MOISTURE CONTENT AT TIME OF PLACEMENT SHALL NOT EXCEED 2% ABOVE NOR 3% BELOW OPTIMUM.

6.4 CONTRACTOR SHALL SUBMIT A COMPACTION REPORT PREPARED BY A QUALIFIED REGISTERED SOILS ENGINEER, VERIFYING THAT ALL FILLED AREAS AND SUBGRADE AREAS WITH THE BUILDING PAD AREA AND AREAS TO BE PAVED, HAVE BEEN COMPACTED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH IN THE SOILS REPORT.

6.5 SITE CLEARING SHALL INCLUDE THE LOCATING AND REMOVAL OF ALL UNDERGROUND TANKS, PIPES, VALVES, ETC.

6.6 ALL EXISTING VALVES, MANHOLES, ETC. SHALL BE RAISED OR LOWERED TO GRADE AS REQUIRED.

7.0 UTILITIES

7.1 THE LOCATIONS OF UNDERGROUND FACILITIES SHOWN ON THESE PLANS ARE BASED ON FIELD SURVEYS AND LOCAL UTILITY COMPANY RECORDS. IT SHALL BE THE CONTRACTOR'S FULL RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES EITHER DIRECT OR THROUGH BLUE STAKE TO LOCATE THEIR FACILITIES PRIOR TO STARTING CONSTRUCTION.

7.2 CONTRACTOR TO VERIFY BY POTHOLING BOTH THE VERTICAL AND HORIZONTAL LOCATION OF ALL EXISTING UTILITIES PRIOR TO INSTALLING ANY NEW LINES, NOT ADDITIONAL COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR DAMAGE AND REPAIR TO THESE FACILITIES CAUSED BY HIS WORK FORCE.

7.3 CONTRACTOR MUST START AT LOW END OF ALL NEW GRAVITY UTILITY LINES. MECHANICAL SUB-CONTRACTOR MUST BE PROVIDED CIVIL SITE DRAWINGS FOR COORDINATION AND TO CHECK THE FLOW FROM THE LOWER POINT IN BUILDING TO THE FIELD VERIFIED CONNECTION AT THE EXISTING MAIN. NO EXTRA COMPENSATION IS TO BE PAID TO THE CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO FAILURE TO COMPLY WITH THESE REQUIREMENTS.

7.4 CONTRACTOR IS TO VERIFY LOCATION, DEPTH, SIZE, TYPE, AND OUTSIDE DIAMETERS OF UTILITIES IN THE FIELD BY POTHOLING A MINIMUM OF 300 FEET AHEAD. PIPELINE CONSTRUCTION TO AVOID CONFLICTS WITH DESIGNED PIPELINE GRADE AND ALIGNMENT. EXISTING UTILITY INFORMATION SHOWN ON PLANS OR OBTAINED FROM UTILITY COMPANIES OR BLUE STAKED MUST BE ASSIMED AS APPROXIMATE, REQUIRING FIELD VERIFICATION.

7.5 CULINARY WATER AND FIRE SERVICE LINES TO BE CONSTRUCTED IN ACCORDANCE WITH LOCAL GOVERNING MUNICIPALITY STANDARDS AND SPECIFICATIONS.

7.6 SANITARY SEWER MAINS AND LATERALS TO BE CONSTRUCTED IN ACCORDANCE WITH LOCAL GOVERNING MUNICIPALITY SEWER DISTRICT STANDARDS AND SPECIFICATIONS.

7.7 STORM SEWER TO BE CONSTRUCTED IN ACCORDANCE WITH THE GOVERNING MUNICIPALITY STANDARDS AND SPECIFICATIONS.

7.8 ALL STORM DRAIN AND IRRIGATION CONDUITS SHALL BE INSTALLED WITH WATER TIGHT JOINTS AND CONNECTIONS.

7.9 ALL STORM DRAIN PIPE PENETRATIONS INTO BOXES SHALL BE CONSTRUCTED WITH WATER TIGHT SEALS ON THE OUTSIDE AND GROUTED SMOOTH WITH A NON-SHRINK GROUT ON THE INSIDE. CONDUITS SHALL BE CUT OFF FLUSH WITH THE INSIDE OF THE BOX.

7.10 NO CHANGE IN THE DESIGN OF UTILITIES AS SHOWN WILL BE MADE BY THE CONTRACTOR WITHOUT THE WRITTEN APPROVAL OF THE GOVERNING MUNICIPALITY, OR AUTHORITY HAVING JURISDICTION OVER THAT UTILITY.

7.11 ALL STORM DRAIN CONDUITS AND BOXES SHALL BE CLEAN AND FREE OF ROCKS, DIRT, AND CONSTRUCTION DEBRIS PRIOR TO FINAL INSPECTION.

8.0 SURVEY CONTROL

8.1 CONTRACTOR MUST PROVIDE A REGISTERED LAND SURVEY OR PERSONS UNDER THE SUPERVISION OF A REGISTERED LAND SURVEYOR TO SET STAKES FOR THE ALIGNMENT AND GRADE OF EACH MAIN AND/OR FACILITY AS SHOWN ON THE PLANS. THE STAKES SHALL BE MARKED WITH THE HORIZONTAL LOCATION (STATION) AND VERTICAL LOCATION (GRADE) WITH CUTS AND/OR FILLS TO THE APPROVED GRADE OF THE MAIN AND OR FACILITY AS SHOWN ON THE PLANS.

8.2 THE CONTRACTOR SHALL PROTECT ALL STAKES AND MARKERS FOR VERIFICATION PURPOSES.

8.3 CONTRACTOR WILL BE RESPONSIBLE FOR FURNISHING, MAINTAINING, OR RESTORING ALL MONUMENTS AND REFERENCE MARKS WITHIN THE PROJECT SITE.

9.0 AMERICAN DISABILITIES ACT

9.1 PEDESTRIAN / ADA ROUTES SHALL MEET THE FOLLOWING SPECIFICATIONS:
- ROUTES SHALL HAVE A 2.00% (1:50) MAXIMUM CROSS SLOPE.
- ROUTES SHALL HAVE A 5.00% (1:20) MAXIMUM RUNNING SLOPE.
- RAMPS SHALL HAVE A 8.33% (1:12) MAXIMUM RUNNING SLOPE.

9.2 ADA PARKING STALLS AND ADJACENT ROUTES SHALL HAVE A 2.00% MAXIMUM SURFACE SLOPE IN ANY DIRECTION.

9.3 THE CONTRACTOR SHALL ADHERE TO THE ABOVE SPECIFICATIONS. IN THE EVENT OF A DISCREPANCY IN THE CONSTRUCTION DOCUMENTS, THE CONTRACTOR SHALL NOTIFY THE ARCHITECT/ENGINEER PRIOR TO ANY CONSTRUCTION.

10.0 EROSION CONTROL

10.1 THE CONTRACTOR TO USE BEST MANAGEMENT PRACTICES FOR PROVIDING EROSION CONTROL FOR CONSTRUCTION OF THIS PROJECT. ALL MATERIAL AND WORKMANSHIP SHALL CONFORM TO GOVERNING AGENCIES ORDINANCES AND ALL WORK SHALL BE SUBJECT TO INSPECTION BY THE COUNTIES. ALSO, INSPECTORS WILL HAVE THE RIGHT TO CHANGE THE FACILITIES AS NEEDED.

10.2 CONTRACTOR SHALL KEEP THE SITE WATERED TO CONTROL DUST. CONTRACTOR TO LOCATE A NEARBY HYDRANT FOR USE AND TO INSTALL TEMPORARY METER. CONSTRUCTION WATER COST TO BE INCLUDED IN BID.

10.3 WHEN GRADING OPERATIONS ARE COMPLETED AND THE DISTURBED GROUND IS LEFT "OPEN" FOR 14 DAYS OR MORE, THE AREA SHALL BE FURROWED PARALLEL TO THE CONTOURS.

10.4 THE CONTRACTOR SHALL MODIFY EROSION CONTROL MEASURES TO ACCOMMODATE PROJECT PLANNING.

10.5 ALL ACCESS TO PROPERTY WILL BE FROM PUBLIC RIGHT-OF-WAYS. THE CONTRACTOR IS REQUIRED BY STATE AND FEDERAL REGULATIONS TO PREPARE A STORM WATER POLLUTION PREVENTION.

11.0 MAINTENANCE

11.1 ALL BEST MANAGEMENT PRACTICES (BMP'S) SHOWN ON THIS PLAN MUST BE MAINTAINED AT ALL TIMES UNTIL PROJECT CLOSE-OUT.

11.2 THE CONTRACTOR'S RESPONSIBILITY SHALL INCLUDE MAKING BI-WEEKLY CHECKS ON ALL EROSION CONTROL MEASURES TO DETERMINE IF REPAIR OR SEDIMENT REMOVAL IS NECESSARY. CHECKS SHALL BE DOCUMENTED AND COPIES OF THE INSPECTIONS KEPT ON SITE.

11.3 SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH RAINFALL. THEY MUST BE REMOVED WHEN THE LEVEL OF DEPOSITION REACHES APPROXIMATELY ONE-HALF THE HEIGHT OF BARRIER.

11.4 SEDIMENT TRACKED ONTO PAVED ROADS MUST BE CLEANED UP AS SOON AS PRACTICAL, BUT IN NO CASE LATER THAN THE END OF THE NORMAL WORK DAY. THE CLEAN UP WILL INCLUDE SWEEPING OF THE TRACKED MATERIAL, PICKING IT UP, AND DEPOSITING IT TO A CONTAINED AREA.

11.5 ANY EXPOSED SLOPE THAT WILL REMAIN UNTOUCHED FOR LONGER THAN 14 DAYS MUST BE STABILIZED BY ONE OR MORE OF THE FOLLOWING METHODS:
- SPRAYING DISTURBED AREAS WITH A TACKIFIER VIA HYDROSEED
- TRACKING STRAW PERPENDICULAR TO SLOPES
- INSTALLING A LIGHT-WEIGHT, TEMPORARY EROSION CONTROL BLANKET

Legend

SW LAT	= PROPOSED SECONDARY WATER LATERAL
LD LAT	= PROPOSED LAND DRAIN LATERAL
W LAT	= PROPOSED WATER LATERAL
SS LAT	= PROPOSED SEWER LATERAL
W/8	= PROPOSED CULINARY WATER LINE
EX.W	= EXISTING CULINARY WATER LINE
SW/8	= PROPOSED SECONDARY WATER LINE
EX.SW	= EXISTING SECONDARY WATER LINE
SS/8	= PROPOSED SANITARY SEWER LINE
EX.SS	= EXISTING SANITARY SEWER LINE
SD/15	= PROPOSED STORM DRAIN LINE
EX.SD	= EXISTING STORM DRAIN LINE
LD/8	= PROPOSED LAND DRAIN LINE
EX.LD	= EXISTING LAND DRAIN LINE
IRR/18	= PROPOSED IRRIGATION LINE
EX.IRR	= EXISTING IRRIGATION LINE
	= FENCE LINE
	= PROPERTY LINE
	= 20' SETBACK
	= EXISTING EASEMENT
	= TOP OF ENBANKMENT
	= PROPOSED FIRE HYDRANT
	= EXISTING FIRE HYDRANT
	= PROPOSED MANHOLE
	= EXISTING MANHOLE
	= PROPOSED SEWER CLEAN-OUT
	= PROPOSED GATE VALVE
	= EXISTING GATE VALVE
	= PLUG & BLOCK
	= AIR VAC ASSEMBLY

	= PROPOSED WATER METER
	= EXISTING WATER METER
	= PROPOSED CATCH BASIN
	= EXISTING CATCH BASIN
	= PLUG W/ 2" BLOW-OFF
	= STREET LIGHT
	= SIGN
BFE	= BASEMENT FLOOR ELEVATION
BLDG	= BUILDING
BOS	= BOTTOM OF STAIRS
BOW	= BOTTOM OF WALL
BP	= BEGINNING POINT
C&G	= CURB & GUTTER
CB	= CATCH BASIN
CF	= CUBIC FEET
CFS	= CUBIC FEET PER SECOND
FF	= FINISH FLOOR
FFE	= FINISH FLOOR ELEVATION
FG	= FINISHED GRADE
FH	= FIRE HYDRANT
FL	= FLOW LINE
GB	= GRADE BREAK
INV	= INVERT
LF	= LINEAR FEET
NG	= NATURAL GRADE
PC	= POINT OF CURVATURE
PP	= POWER/UTILITY POLE
PRC	= POINT OF RETURN CURVATURE
PT	= POINT OF TANGENCY
PUE	= PUBLIC UTILITY EASEMENT
RCP	= REINFORCED CONCRETE PIPE
RIM	= RIM OF MANHOLE

ROW	= RIGHT-OF-WAY
SD	= STORM DRAIN
SS	= SANITARY SEWER
TBC	= TOP BACK OF CURB
TOA	= TOP OF ASPHALT
TOC	= TOP OF CONCRETE
TOFF	= TOP OF FINISHED FLOOR
TOS	= TOP OF STAIRS
TOW	= TOP OF WALL
TSW	= TOP OF SIDEWALK
W	= CULINARY WATER
WM	= WATER METER
	= EXISTING ASPHALT PAVEMENT
	= PROPOSED ASPHALT PAVEMENT
	= PROPOSED CONCRETE
	= PROPOSED GRAVEL
4800	= EXISTING CONTOUR GRADE
4800	= PROPOSED CONTOUR GRADE

HUNT · DAY
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Syracuse, UT 84075
PHs 801.664.4724
EM: Thomas@HuntDay.co

GARFF PROPERTY
667 West 4400 South
Riverdale, Weber County, UT 84405

REVISIONS

REV.	DATE	DESCRIPTION	BY
0	08-22-23	INITIAL SUBMITTAL TO CITY	TP

SEAL

PROFESSIONAL ENGINEER
THOMAS L HUNT
07/18/2024
STATE OF UTAH

VERIFY SCALES

BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

PROJECT INFO.

Engineer:	T. Hunt
Drawn:	T. Pridemore
Date:	07 / 19 / 2024
Proj. No.	102 - 03

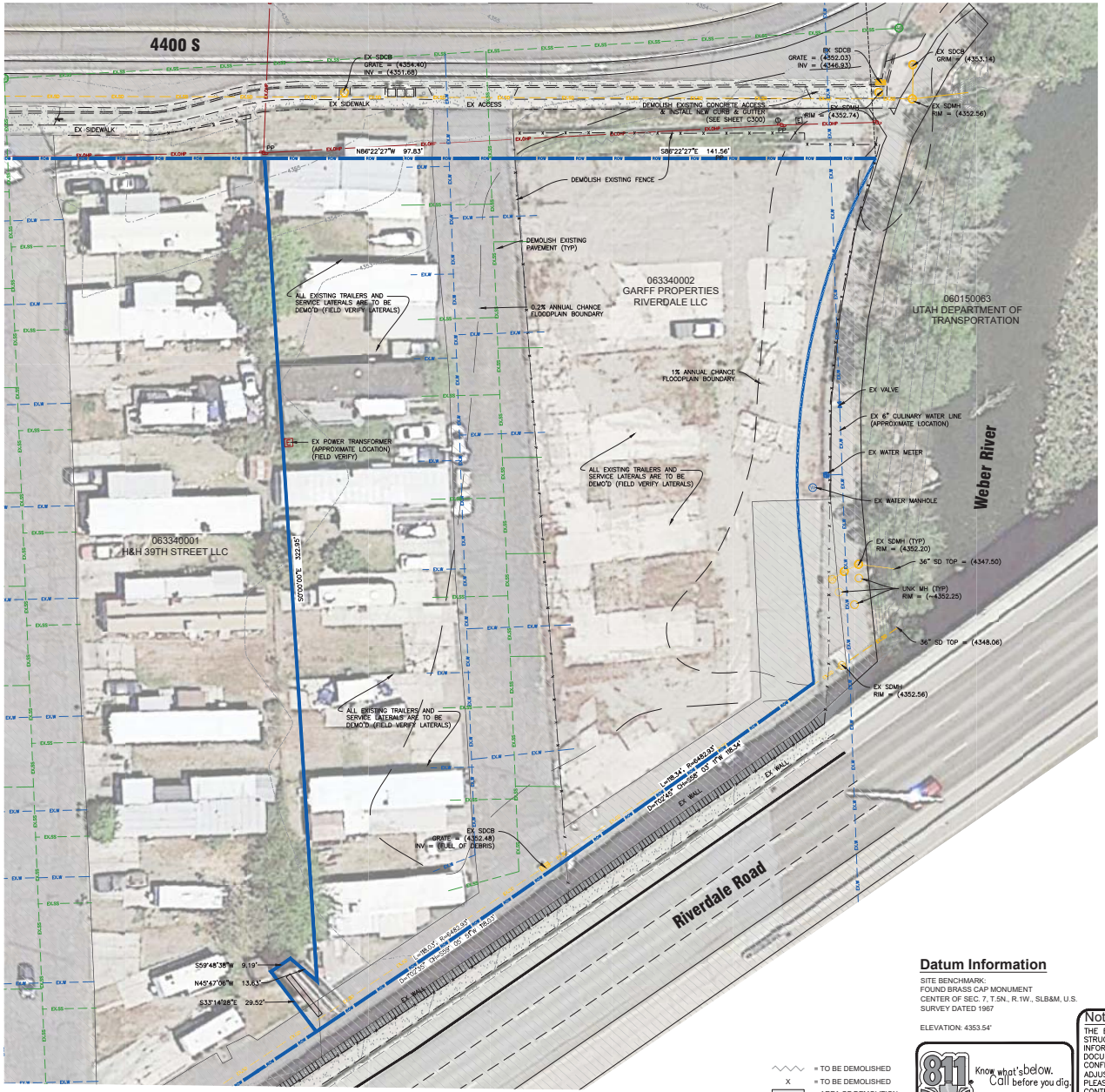
SHEET TITLE

Notes & Legend

SHEET

C002

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Riverdale City Notes

1. ALL PRIOR EXISTING CULINARY WATER SERVICE LATERALS AND METERS TO BE REMOVED AND SANITARY SEWER LATERALS MUST BE LOCATED AND CAPPED AT THE PROPERTY LINE.

General Notes

1. EXISTING STORM DRAIN PIPE PLANNED FOR FINAL CONNECTION MUST BE CLEANED AND DEBRIS REMOVED PRIOR TO INSTALLATION.

N

30 0 30 60 90

Scale: 1" = 30'

Datum Information

SITE BENCHMARK:
FOUND BRASS CAP MONUMENT
CENTER OF SEC. 7, T.5N., R.1W., SLB&M, U.S. SURVEY DATED 1967

ELEVATION: 4353.54'

811 Know what's below. Call before you dig.

Notice To Contractors:

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GARFF PROPERTY
667 West 4400 South
Riverdale, Weber County, UT 84405

REVISIONS

REV.	DATE	DESCRIPTION	BY
0	09-22-23	INITIAL SUBMITTAL TO CITY	TP

SEAL



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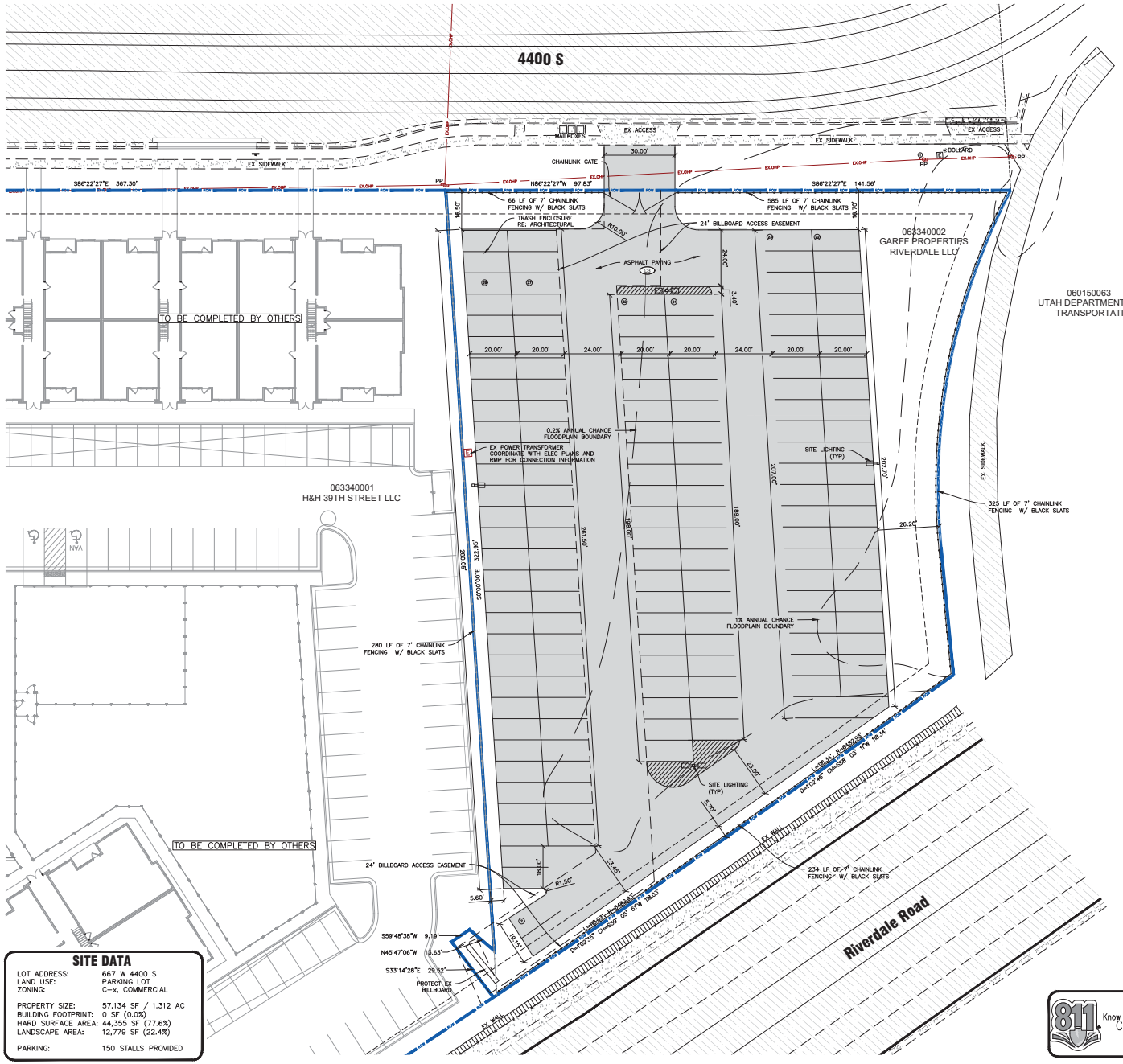
PROJECT INFO.

Engineer:	T. Hunt
Drawn:	T. Pridemore
Date:	07 / 19 / 2024
Proj. No.	102 - 03

SHEET TITLE
Existing Conditions

SHEET
C100

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SITE DATA

LOT ADDRESS:	667 W 4400 S
LAND USE:	PARKING LOT
ZONING:	C-x, COMMERCIAL
PROPERTY SIZE:	57,134 SF / 1.312 AC
BUILDING FOOTPRINT:	0 SF (0.0%)
HARD SURFACE AREA:	44,355 SF (77.6%)
LANDSCAPE AREA:	12,779 SF (22.4%)
PARKING:	150 STALLS PROVIDED

On-Site Facilities on Private Property

- ROADWAY AND SIDEWALK FACILITIES:
  ALL HARD-SURFACING FACILITIES ARE THE SOLE RESPONSIBILITY OF THE PROPERTY OWNERS TO MANAGE AND REPAIR TO THE CITY STANDARDS WHEN FAILURES OCCUR.

Riverdale City Notes

1. ALL EXISTING SEWER LATERALS TO BE CAPPED AT THE PROPERTY LINE.
2. ALL CONSTRUCTION & MATERIALS PER RIVERDALE CITY STANDARDS & SPECIFICAITONS.
3. ALL MISSING, NON-FUNCTIONING AND OR DAMAGED SURFACE IMPROVEMENTS SHALL BE INSTALLED OR REPLACED.

20 0 20 40 60
Scale: 1" = 20'

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GARFF PROPERTY
667 West 4400 South
Riverdale, Weber County, UT 84405

REVISIONS

REV.	DATE	DESCRIPTION	BY
0	09-22-23	INITIAL SUBMITTAL TO CITY	TP

SEAL
REGISTERED PROFESSIONAL ENGINEER
THOMAS L HUNT
07/18/2024
STATE OF UTAH

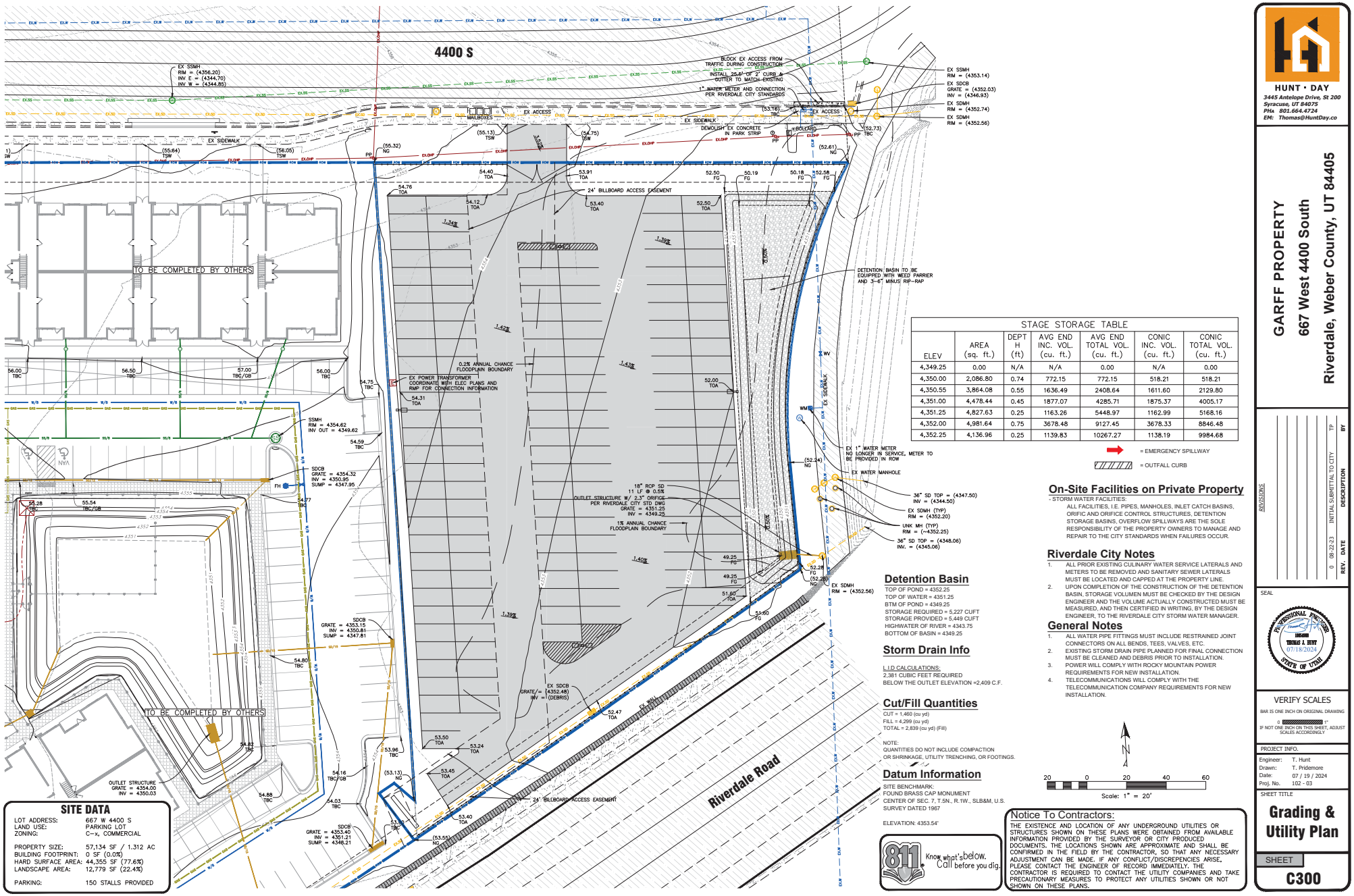
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PROJECT INFO.
Engineer: T. Hunt
Drawn: T. Pridemore
Date: 07 / 19 / 2024
Proj. No. 102 - 03

SHEET TITLE
Site Plan

SHEET
C200

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STAGE STORAGE TABLE						
ELEV	AREA (sq. ft.)	DEPTH (ft)	AVG END INC. VOL. (cu. ft.)	AVG END TOTAL VOL. (cu. ft.)	CONIC INC. VOL. (cu. ft.)	CONIC TOTAL VOL. (cu. ft.)
4,349.25	0.00	N/A	N/A	0.00	N/A	0.00
4,350.00	2,086.80	0.74	772.15	772.15	518.21	518.21
4,350.55	3,864.08	0.55	1636.49	2408.64	1611.60	2129.80
4,351.00	4,478.44	0.45	1877.07	4285.71	1875.37	4005.17
4,351.25	4,827.63	0.25	1163.26	5448.97	1162.99	5168.16
4,352.00	4,981.64	0.75	3678.48	9127.45	3678.33	8846.48
4,352.25	4,136.96	0.25	1139.83	10267.27	1138.19	9984.68

= EMERGENCY SPILLWAY

= OUTFALL CURB

On-Site Facilities on Private Property

- STORM WATER FACILITIES:
  ALL FACILITIES, I.E. PIPES, MANHOLES, INLET CATCH BASINS, ORIFIC AND ORIFICE CONTROL STRUCTURES, DETENTION STORAGE BASINS, OVERFLOW SPILLWAYS ARE THE SOLE RESPONSIBILITY OF THE PROPERTY OWNERS TO MANAGE AND REPAIR TO THE CITY STANDARDS WHEN FAILURES OCCUR.

Riverdale City Notes

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2. UPON COMPLETION OF THE CONSTRUCTION OF THE DETENTION BASIN, STORAGE VOLUMEN MUST BE CHECKED BY THE DESIGN ENGINEER AND THE VOLUME ACTUALLY CONSTRUCTED MUST BE MEASURED, AND THEN CERTIFIED IN WRITING, BY THE DESIGN ENGINEER, TO THE RIVERDALE CITY STORM WATER MANAGER.

General Notes

1. ALL WATER PIPE FITTINGS MUST INCLUDE RESTRAINED JOINT CONNECTORS ON ALL BENDS, TEES, VALVES, ETC.
2. EXISTING STORM DRAIN PIPE PLANNED FOR FINAL CONNECTION MUST BE CLEANED AND DEBRIS PRIOR TO INSTALLATION.
3. POWER WILL COMPLY WITH ROCKY MOUNTAIN POWER REQUIREMENTS FOR NEW INSTALLATION.
4. TELECOMMUNICATIONS WILL COMPLY WITH THE TELECOMMUNICATION COMPANY REQUIREMENTS FOR NEW INSTALLATION.

Detention Basin

TOP OF POND = 4352.25
TOP OF WATER = 4351.25
BTM OF POND = 4349.25
STORAGE REQUIRED = 5,227 CUFT
STORAGE PROVIDED = 5,449 CUFT
HIGHWATER OF RIVER = 4343.75
BOTTOM OF BASIN = 4349.25

Storm Drain Info

L.I.D CALCULATIONS:
2,381 CUBIC FEET REQUIRED
BELOW THE OUTLET ELEVATION =2,409 C.F.

Cut/Fill Quantities

CUT = 1,460 (cu yd)
FILL = 4,299 (cu yd)
TOTAL = 2,839 (cu yd) (Fill)

NOTE:
QUANTITIES DO NOT INCLUDE COMPACTION OR SHRINKAGE, UTILITY TRENCHING, OR FOOTINGS.

Datum Information

SITE BENCHMARK:
FOUND BRASS CAP MONUMENT
CENTER OF SEC. 7, T.5N., R.1W., SLB&M, U.S. SURVEY DATED 1967

ELEVATION: 4353.54'

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REVISIONS

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0	09-22-23	INITIAL SUBMITTAL TO CITY	TP

SEAL

THOMAS L. HUNT
07/18/2024

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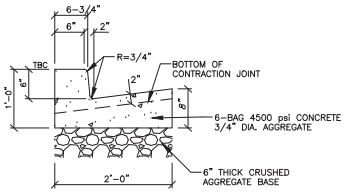
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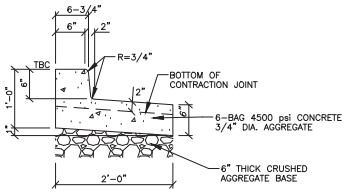
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Grading & Utility Plan

SHEET
C300

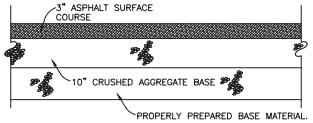
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C1 On-Site Curb & Gutter
Scale: NTS



C2 On-Site Outfall Curb & Gutter
Scale: NTS



C3 Typical On-Site Asphalt Paving
Scale: NTS

Storm Runoff Calculations

Ken Garff Parking
8/21/2023 rjw

The following runoff calculations are based on the Rainfall - Intensity - Duration Frequency Curve for the Riverdale, UT area taken from the NOAA Atlas 14 database, using a 100-year storm for detention, and a 10 - year storm for pipe conveyance. Storm water runoff has been calculated for a fully developed site and limited to a release rate of 0.2 cfs/acre.

The calculations are as follows:

Drainage Area:

Total Area =	1.31 acre or	57,134 ft²	
Runoff Coefficients			
Paved Area		44,355	C = 0.9
Landscaped Area		12,779	C = 0.2
Roof		0	C = 0.9
Weighted Runoff Coefficient			C = 0.72

Rainfall Intensities:

10-yr intensity for a 10 minute TOC - Pipe Capacity	2.65	in/hr

LID Retention:

Is the Site Feasible?	Yes	
80th Percentile Rainfall Event	0.5 in	
	0.041666667 ft	
Site Area	57,134 ft²	
Vgoal	2,381 c.f.	

Volume of Run-off for 100-year Storm Event:

C = 0.72
I = See Below in/hr
A = 57134.00 ft²
Q(out) = 0.26 ft³/s (0.2 cfs per acre)

time (min)	time (sec)	i (in./hr.)	Q (cfs)	Vol. in (cf)	Vol. out (cf)	Difference (cf)
0	0	0.00	0.00	0	0	0
5	300	6.86	6.53	1960	79	1881
10	600	5.23	4.98	2988	157	2831
15	900	4.32	4.11	3702	236	3466
30	1800	2.91	2.77	4988	472	4516
60	3600	1.80	1.71	6170	944	5226
120	7200	1.00	0.95	6856	1889	4967
180	10800	0.68	0.65	6993	2833	4160
360	21600	0.38	0.36	7816	5666	2150
720	43200	0.23	0.22	9461	11332	-1871
1440	86400	0.13	0.12	10695	22665	-11969

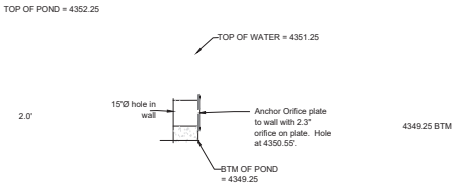
Orifice Sizing

Given:	Q =	0.26	cfs
	2g =	64.4	ft/s²
	H =	3.50	ft
	Cd =	0.62	for circular openings
	R =	SQRT(Q/pi/(0.7*(64.4*H)^0.5))	
	R =	0.095 feet	
		1.14 inches	
	D =	2.27 inches	
	A =	4.06 inches ^2	0.0282 ft ^2

SUMMARY:

LID required Retention Volume is	**2,381**	**cubic feet**
The required Detention storage volume is	**2,846**	**cubic feet**
(difference betweeen 100-year storm and LID retention)		
Orifice size is	**2.3**	**inches**

STORMWATER MAINTENANCE CHART / RECORD			



Missing or invalid reference
File: ..\..\.._cad standards\city standards\ut, Riverdale\construction_development_standards.pdf
Sheet: 76

(REFER TO THE SITE SPECIFIC GEOTECHNICAL REPORT, PREPARED BY CMT DATED FEBRUARY 6, 2023. GEOTECHNICAL REPORT TO GOVERN & CONTROL.)

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GARFF PROPERTY
667 West 4400 South
Riverdale, Weber County, UT 84405

REVISIONS

REV.	DATE	DESCRIPTION	BY
0	08-22-23	INITIAL SUBMITTAL TO CITY	TP

SEAL

PROFESSIONAL ENGINEER
THOMAS L HUNT
07/18/2024
STATE OF UTAH

VERIFY SCALES
BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

PROJECT INFO.

Engineer:	T. Hunt
Drawn:	T. Pridemore
Date:	07 / 19 / 2024
Proj. No.	102 - 03

SHEET TITLE
Civil Details

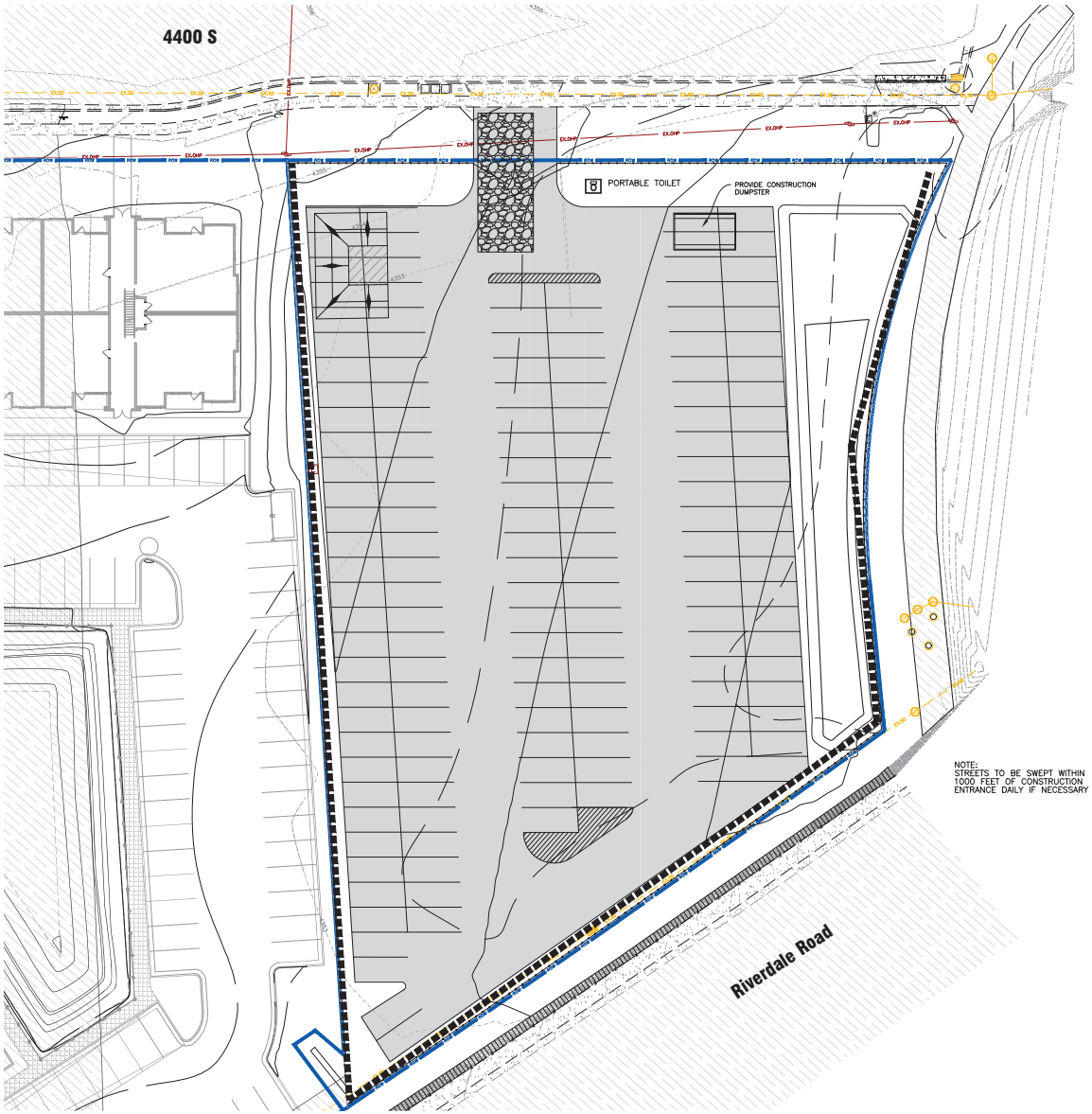
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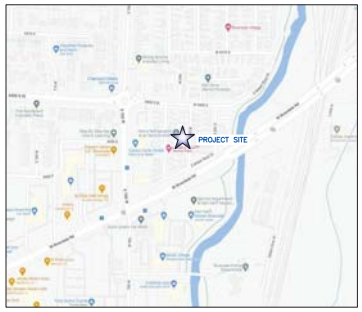
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Garff Property

Storm Water Pollution Prevention Plan

RIVERDALE, WEBER COUNTY, UT
JULY 2024





Vicinity Map
NOT TO SCALE

STORM WATER BMP's

- INLET PROTECTION TYP. (SEE DETAIL)
- SILT FENCE (SEE DETAIL)
- TEMPORARY CONSTRUCTION FENCE
- ALL VEHICLES EXITING SITE TO PROCEED THROUGH CONSTRUCTION ENTRANCE TO REDUCE AMOUNTS OF SEDIMENT TRACKED ONTO ROADWAYS.
- 50'x20' CONSTRUCTION ENTRANCE W/8" CLEAN GRAVEL
- CONCRETE WASH AREA (SEE DETAIL) OR AS SELECTED BY CONTRACTOR
- 12YD ROLL OFF CONSTRUCTION DUMPSTER OR AS SELECTED BY CONTRACTOR

N

40 0 40 80 120
Scale: 1" = 40'

Developer Contact:
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SPENCER WRIGHT
1178 WEST LEGACY CROSSING BLVD
CENTERVILLE, UT 84014
PH: (801) 773-7339

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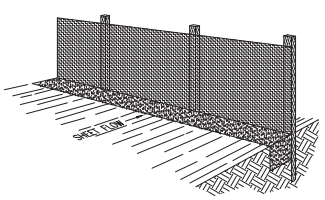
SHEET TITLE
SWPPP Exhibit

SHEET
C700

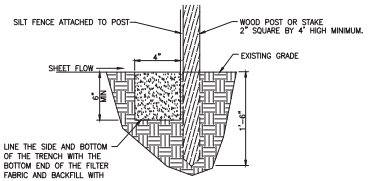
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Notes:

1. AT ALL TIMES DURING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PREVENTING AND CONTROLLING EROSION DUE TO WIND AND RUNOFF. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR MAINTAINING EROSION CONTROL FACILITIES SHOWN.
2. THE CONTRACTOR SHALL REMOVE LITTER, CONSTRUCTION DEBRIS, AND CONSTRUCTION CHEMICALS EXPOSED TO STORM WATER, FROM THE SITE ON A DAILY BASIS, OR AS A MINIMUM, PRIOR TO ANY ANTICIPATED STORM EVENT; OR OTHERWISE PREVENT SUCH MATERIAL FROM BECOMING A POLLUTANT SOURCE FOR STORM WATER DISCHARGES.
3. CONTRACTOR SHALL USE VEHICLE TRACKING CONTROL AT ALL LOCATIONS WHERE VEHICLE WILL ENTER OR EXIT THE SITE. VEHICLE TRACKING CONTROL FACILITIES, SILT FENCE, AND INLET PROTECTION WILL BE MAINTAINED WHILE CONSTRUCTION IS IN PROGRESS, MOVED WHEN NECESSARY FOR PHASING OF THE WORK, UNTIL ALL WORK IS COMPLETE.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING STREETS CLEAN OF DEBRIS FROM TRAFFIC FROM THE SITE. IF SEDIMENT ESCAPES THE CONSTRUCTION SITE, THE CONTRACTOR SHALL REMOVE OFF-SITE ACCUMULATIONS OF SEDIMENT IMMEDIATELY TO MINIMIZE OFF SITE IMPACTS. AT NO TIME SHALL SEDIMENT BE WASHED DOWN UNPROTECTED INLETS INTO THE PUBLIC STORM SEWER SYSTEM.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING DRAINAGE AND EROSION CONTROL FACILITIES AS REQUIRED, AND SHALL REMOVE SEDIMENT FROM SEDIMENT TRAPS OR PONDS WHEN THE DESIGN CAPACITY HAS BEEN REDUCED BY 50%.
6. EXCEPT AS PROVIDED IN (A), (B), AND (C) BELOW, THE CONTRACTOR SHALL INITIATE STABILIZATION MEASURES AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN 14 DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED.
   (A)WHERE THE INITIATION OF STABILIZATION MEASURES BY THE 14TH DAY AFTER CONSTRUCTION ACTIVITY TEMPORARILY OR PERMANENTLY CEASES IS PRECLUDED BY SNOW COVER OR FROZEN GROUND CONDITIONS. STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE.
   (B)WHERE CONSTRUCTION ACTIVITY ON A PORTION OF THE SITE IS TEMPORARILY CEASED, AND EARTH DISTURBING ACTIVITIES WILL BE RESUMED WITHIN 21 DAYS, TEMPORARY STABILIZATION MEASURES DO NOT HAVE A TO BE INITIATED ON THAT PORTION OF THE SITE.
   (C) IN ARID AREAS (AREAS WITH AN AVERAGE ANNUAL RAINFALL OF 0-10 INCHES), SEMI-ARID AREAS (AREAS WITH AN AVERAGE ANNUAL RAINFALL OF 10-20 INCHES), AND AREAS EXPERIENCING DROUGHTS WHERE THE INITIATION OF STABILIZATION MEASURES BY THE 14TH DAY AFTER CONSTRUCTION ACTIVITY HAS TEMPORARILY OR PERMANENTLY CEASED IS PRECLUDED BY SEASONAL ARID CONDITIONS, STABILIZATION SHALL BE INITIATED AS SOON AS PRACTICABLE.
7. EROSION CONTROL STRUCTURES BELOW SODDED AREAS MAY BE REMOVED ONCE SOD AND FINAL LANDSCAPING IS IN PLACE, EROSION CONTROL STRUCTURES BELOW SEEDED AREAS MUST REMAIN IN PLACE UNTIL THE ENTIRE AREA HAS ESTABLISHED A MATURE COVERING OF HEALTHY VEGETATION. EROSION CONTROL IN PROPOSED PAVED AREAS SHALL REMAIN IN PLACE UNTIL PAVEMENT IS COMPLETE.
8. ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE PAVED OR SEEDED PER PLAN.
9. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED DUE TO UNFORSEEN PROBLEMS OR IF THE PLAN DOES NOT FUNCTION AS INTENDED. A REPRESENTATIVE OF THE LOCAL JURISDICTION MAY REQUIRE ADDITIONAL CONTROL DEVICES UPON INSPECTION OF PROPOSED FACILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMPLEMENTING ANY NECESSARY CHANGES AND POSTING ANY UPDATES TO THE PLANS AND RECORDING CHANGES IN THE STORMWATER POLLUTION PLAN DOCUMENT.
10. THIS PLAN IS ONLY TO BE USED FOR INSTALLATION OF EROSION CONTROL FACILITIES. DO NOT USE THIS PLAN FOR FINISH GRADING OR STORM SEWER CONSTRUCTION.
11. THE CONTRACTOR SHALL AMEND THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) WHENEVER:
    - THERE IS A CHANGE IN DESIGN, CONSTRUCTION OPERATION, OR MAINTENANCE, WHICH HAS A SIGNIFICANT EFFECT ON THE DISCHARGE OF POLLUTANTS TO THE WATERS OF THE STATE AND WHICH HAS NOT OTHERWISE BEEN ADDRESSED IN THE PLAN;
    - INSPECTIONS OR INVESTIGATIONS BY SITE OPERATORS, LOCAL, STATE, OR FEDERAL OFFICIALS INDICATE THE SWPPP IS PROVING INEFFECTIVE IN ELIMINATING OR SIGNIFICANTLY MINIMIZING POLLUTANTS FROM SOURCES INDENTIFIED UNDER PART III.D.1 OF THE PERMIT, OR IS OTHERWISE NOT ACHIEVING THE GENERAL OBJECTIVES OF CONTROLLING POLLUTANTS IN STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY; AND
    - A NEW CONTRACTOR AND/OR SUBCONTRACTOR WILL IMPLEMENT A MEASURE OF THE SWPPP IN ORDER TO IDENTIFY THEIR ROLE AND RESPONSIBILITY FOR THE SWPPP. AMENDMENTS TO THE PLAN MAY BE REVIEWED BY THE EXECUTIVE SECRETARY (OR AUTHORIZED REPRESENTATIVE) IN THE SAME MANNER AS PART III.B.2 OF THE PERMIT.
12. THE CONTRACTOR SHALL KEEP A RECORD OF THE DATES WHEN MAJOR GRADING ACTIVITIES OCCUR, WHEN CONSTRUCTION ACTIVITIES TEMPORARILY OR PERMANENTLY CEASE ON A PORTION OF THE SITE, AND WHEN STABILIZATION MEASURES ARE INITIATED, AND INCLUDE THIS INFORMATION IN THE SWPPP.
13. THE CONTRACTOR SHALL NOTE THAT FLUCTUATIONS OF THE GROUNDWATER TABLE MAY OCCUR DUE TO VARIOUS FACTORS NOT EVIDENT AT THE TIME OF PREPARATION OF THIS PLAN. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ANY DEWATERING PERMITS REQUIRED FOR THE PROJECT.
14. THE PROJECT SITE IN IN FLOOD ZONE "X" WHICH DENOTES AREAS OUTSIDE THE 0.2% ANNUAL CHANCE OF FLOOD.
15. THERE ARE NO SURFACE WATER FEATURES LOCATED ON THIS SITE.
16. THE TEMPORARY PARKING AND STORAGE AREA SHALL ALSO BE USED AS THE EQUIPMENT MAINTENANCE AREA, EQUIPMENT CLEANING AREA. EMPLOYEES BREAK AREA, AND AREA FOR LOCATING PORTABLE FACILITIES, OFFICE TRAILERS, AND TOILET FACILITIES. THE CONTRACTOR SHALL CONTAIN AND TREAT ALL LEAKS AND SPILLS FROM ANY EQUIPMENT OR FACILITIES.
17. ALL WASH WATER (CONCRETE TRUCKS, VEHICLE CLEANING, ETC.) SHALL BE DISPOSED OF IN A MANNER THAT PREVENTS CONTACT WITH STORM WATER DISCHARGES FROM THE SITE. CONCRETE TRUCK WASHING SHALL BE DONE AT THE LOCATION SHOWN.
18. MAINTAIN ON THE SITE OR HAVE READILY AVAILABLE SUFFICIENT OIL AND GREASE ABSORBING MATERIALS TO CONTAIN AND CLEANUP FUEL OR CHEMICAL SPILLS AND LEAKS.
19. FUGITIVE DUST BLOWING FROM THE SITE SHALL BE CONTROLLED BY SPRAYING WATER ON DRY AREAS OF THE SITE. THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS ABSOLUTELY PROHIBITED.
20. NO RUBBISH, TRASH, GARBAGE, OR OTHER SUCH MATERIALS SHALL BE DISCHARGED INTO DRAINAGE DITCHES OR WATERS OF THE STATE.
21. ALL MEASURES PRESENTED IN THE SWPPP SHALL BE INITIATED AS SOON AS PRACTICABLE.
22. IF THE GRAVEL CONSTRUCTION ENTRANCES ARE NOT EFFECTIVE IN REMOVING THE MAJORITY OF DIRT OR MUD FROM THE TIRES OF THE CONSTRUCTION VEHICLES, THEN THE TIRES MUST BE WASHED BEFORE THE VEHICLES ENTER THE PUBLIC ROAD. IF WASHING IS USED, PROVISIONS MUST BE MADE TO INTERCEPT THE WASH WATER AND TRAP THE SEDIMENT BEFORE IT IS CARRIED OFF THE SITE.
23. ALL MATERIALS SPILLED, DROPPED, WASHED, OR TRACKED FROM VEHICLES ONTO ROADWAYS OR INTO STORM DRAINS MUST BE REMOVED IMMEDIATELY.
24. IF SOIL STOCKPILING IS EMPLOYED ON THE SITE, SILT FENCES SHALL BE USED TO HELP CONTAIN THE SEDIMENT.
25. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE DISPOSED OF WITHIN 30 DAYS AFTER FINAL STABILIZATION. FINAL STABILIZATION HAS OCCURRED WHEN ALL SOIL DISTURBING ACTIVITIES ARE COMPLETED AND A UNIFORM PERENNIAL VEGETATIVE COVER WITH A DENSITY OF 70% OF THE COVER FOR UNPAVED AREAS AND AREAS NOT COVERED BY PERMANENT STRUCTURES HAS BEEN EMPLOYED.
26. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE EROSION CONTROL MEASURES (SILT FENCES, STRAW BALES, ETC.) DUE TO GRADE CHANGES DURING THE DEVELOPMENT OF THE PROJECT.
27. ALL OFF-SITE CONSTRUCTION SHALL BE STABILIZED AT THE END OF EACH WORKING DAY. THIS INCLUDES BACKFILLING OF TRENCHES FOR STORM DRAIN CONSTRUCTION AND PLACEMENT OF GRAVEL OR BITUMINOUS PAVING FOR ROAD CONSTRUCTION.
28. THE CONTRACTOR SHALL POST THESE PLANS AND THE SWPPP IN THE JOB TRAILER, LOG ALL CHANGES, AND UPDATE PLANS AND THE SWPPP AS REQUIRED.
29. THE CONTRACTOR SHALL IMPLEMENT BEST MANAGEMENT PRACTICES (BMPS) AND CONFORM TO ALL CITY AND STATE REQUIREMENTS FOR EROSION CONTROL AND STORM WATER PROTECTION.
30. IN THE UNLIKELY EVENT THAT A PHASE DOES NOT IMPROVE ACCESS AND/OR AN ACCESS ROAD IS CONSTRUCTED, BEST MANAGEMENT PRACTICES SHALL BE APPLIED IN ANY TEMPORARY OR PERMANENT STRUCTURES OR ACCESS POINTS.
31. THE CONTRACTOR SHALL COMPLETE WEEKLY INSPECTION FORMS FOR THE CITY'S RECORDS, COVERING WEEKLY INSPECTIONS AND MAINTENANCE.
32. EXISTING PERIMETER FENCING TO ACT AS CONSTRUCTION FENCING. IF PERIMETER FENCING IS REMOVED, A CONSTRUCTION SHALL BE INSTALLED UNTIL A NEW FENCE OR WALL IS CONSTRUCTED.



Perspective View

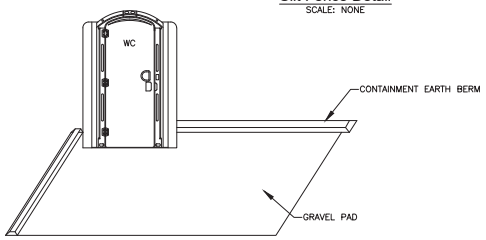


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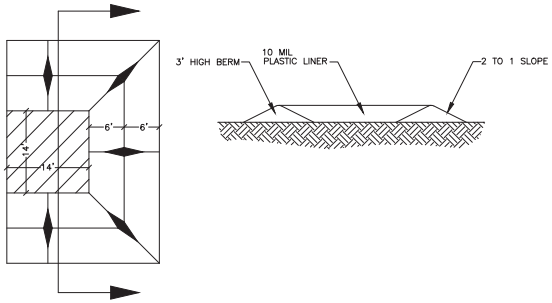
Silt Fence Notes:

1. WHERE POSSIBLE, LAYOUT THE SILT FENCE 5' TO 10' BEYOND THE TOE OF THE SLOPE.
2. ALIGN THE FENCE ALONG THE CONTOUR AS CLOSE AS POSSIBLE.
3. WHEN EXCAVATING THE TRENCH, USE MACHINERY THAT WILL PRODUCE NO MORE THAN THE DESIRED DIMENSIONS.
4. AVOID USING JOINTS ALONG THE FENCE AS MUCH AS POSSIBLE. IF A JOINT IS NECESSARY, SPLICE THE SILT FENCE AT A POST WITH A 6" OVERLAP AND SECURELY FASTEN BOTH ENDS TO THE POST.
5. MAINTAIN A PROPERLY FUNCTIONING SILT FENCE THROUGHOUT THE DURATION OF THE PROJECT OR UNTIL DISTURBED AREAS HAVE BEEN VEGETATED.
6. REMOVE SEDIMENT AS IT ACCUMULATES AND PLACE IT IN A STABLE AREA.
7. WHEN PLACING FENCE ON SLOPES STEEPER THAN 2:1 SEE SWPPP REPORT.

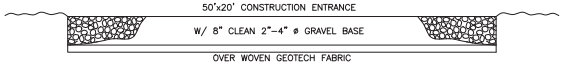
Silt Fence Detail
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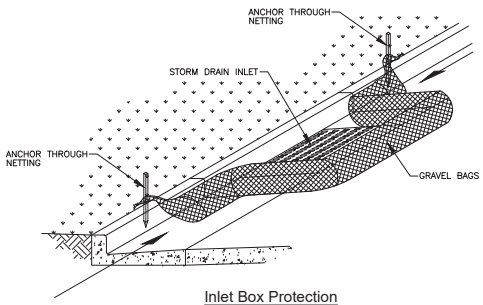
Portable Toilet
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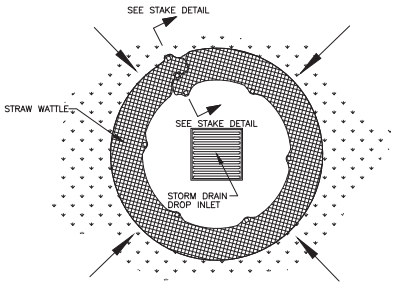
Concrete Washout Area
w/ 10 mil Plastic Liner
SCALE: NONE



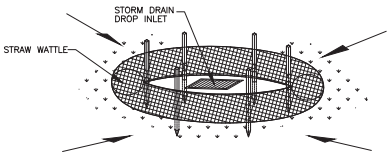
Cross Section 50' x 20' Construction Entrance



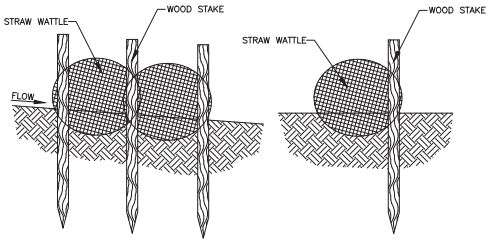
Inlet Box Protection



Plan View



Drop Inlet Protection



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GARFF PROPERTY
667 West 4400 South
Riverdale, Weber County, UT 84405

REV.	DATE	DESCRIPTION	BY
0	08-22-23	INITIAL SUBMITTAL TO CITY	TP

REVISIONS

SEAL

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF UTAH
THOMAS L HUNT
07/18/2024

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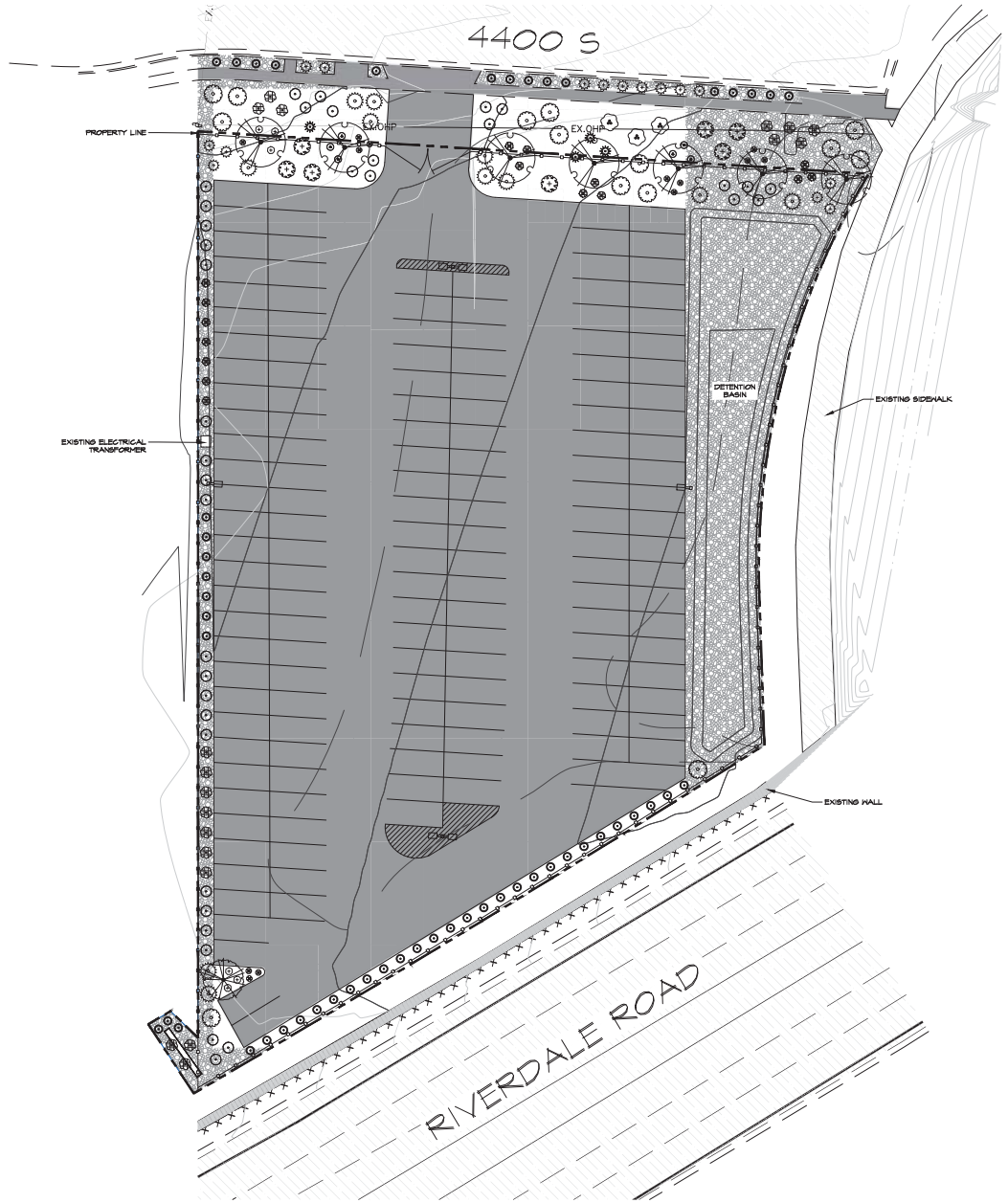
PROJECT INFO.

Engineer:	T. Hunt
Drawn:	T. Pridemore
Date:	07 / 19 / 2024
Proj. No.	102 - 03

SHEET TITLE
SWPPP Notes

SHEET
C701

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PLANT SCHEDULE

SYMBOL	BOTANICAL / COMMON NAME	CONT	QTY
TREES			
	PRUNUS VIRGINIANA 'CANADA RED' / CANADA RED CHOKECHERRY	2" CAL.	7
	PYRUS CALLERYANA 'CHANTICLEER' / CHANTICLEER PEAR	2" CAL.	1
SYMBOL	BOTANICAL / COMMON NAME	SIZE	QTY
SHRUBS			
	EUONYMUS ALATUS 'COMPACTUS' / COMPACT BURNING BUSH	5 GAL	5
	HESPERALOE PARVIFLORA / RED YUCCA	5 GAL	4
	JUNIPERUS HORIZONTALIS 'BLUE RUG' / BLUE RUG JUNIPER	5 GAL	11
	PHYSOCARPUS OPULIFOLIUS 'SMNPOBLR' TM / GINGER WINE NINEBARK	5 GAL	7
	POTENTILLA FRUTICOSA / BUSH CINQUEFOIL	5 GAL	16
	RHUS AROMATICA 'GRO-LOW' / GRO-LOW FRAGRANT SUMAC	5 GAL	14
	SPIRAEA X BUMALDA 'GOLDFLAME' / GOLDFLAME SPIREA	5 GAL	56
	WEIGELA FLORIDA 'MINUET' / MINUET WEIGELA	5 GAL	18
	YUCCA RECURVIFOLIA / WEEPING YUCCA	5 GAL	15
GRASSES			
	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER' / FEATHER REED GRASS	1 GAL	52
	PENNISETUM ALOPECUROIDES 'HAMELN' / HAMELN DWARF FOUNTAIN GRASS	1 GAL	6
ANNUALS/PERENNIALS			
	HEMEROCALLIS X 'STELLA DE ORO' / STELLA DE ORO DAYLILY	1 GAL	6
	SALVIA X SYLVESTRIS 'MAY NIGHT' / MAY NIGHT SALVIA	1 GAL	15
ROCK MULCH			

1"-1.5" ROCK MULCH- PERMA BARK, OR SIMILAR, 3" THICK MINIMUM. DEWITT PRO-5 5 OZ. WOVEN WEED BARRIER OR SIMILAR TO BE INSTALLED UNDER ALL ROCK MULCH IN PLANTER AREAS.

0 20 40 60 feet

SCALE: 1" = 20' ON A 24 X 36 SHEET

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HEBER CITY, UT 84032
435.654.4414

SEAL

ZACHARY TAYLOR
#11997347-5301
STATE OF UTAH
LANDSCAPE ARCHITECT

7/24/2024

PROJECT

GARFF PROPERTY
667 W 4400 S, RIVERDALE, UT

ISSUE DRAWING LOG

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811
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TITLE

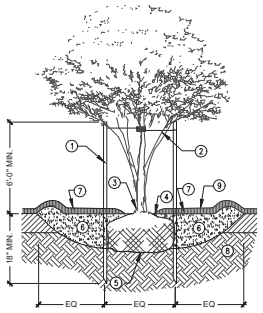
LANDSCAPE PLAN

SHEET NO.

L100

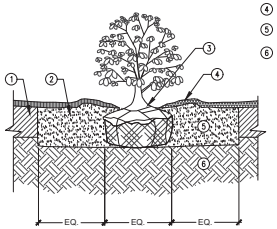
NOTES:

1. INSTALL TREE PLUMB
2. FOR ALL FALL PLANTING, WRAP TRUNK TO LOWEST BRANCH. REMOVE THE FOLLOWING SPRING.



1. 2" DIA. (ROUND) FIR POSTS, 2 PER TREE. ALL POSTS SHALL BE PLUMB AND HAVE SAME HEIGHT ABOVE FINISH GRADE.
2. GALVANIZED WIRE CABLE LOOPED THROUGH 1" GROMMETED NYLON WEBBING AROUND TRUNK. SECURE BY TWISTING UNTIL TAUT
3. TOP OF ROOTBALL SHALL BE 1"-2" ABOVE FINISHED GRADE
4. ROOT FLARE SHALL BE EXPOSED; MULCH SHOULD NOT BE WITHIN 4" OF TREE TRUNK
5. PLACE BALL ON UNDISTURBED SUBSOIL. CUT WIRE BASKET AND REMOVE AND DISCARD BURLAP OR OTHER SOD WRAPPING MATERIALS FOR TOP 1/3 OF ROOTBALL
6. EXCAVATE HOLE TO DIAMETER 3X WIDER THAN ROOTBALL. BACKFILL WITH PLANTING SOIL MIX
7. GROUNDCOVER AS SHOWN IN LANDSCAPE PLAN
8. UNDISTURBED SUBGRADE
9. 5' DIA. DEPRESSED WATERING BASIN TO BE FREE FROM ROCK AND DEBRIS

1 DECIDUOUS TREE WITH STAKING
NTS

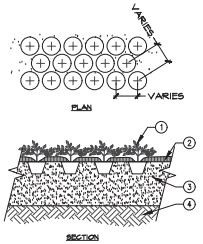


1. PLANTING SOIL MIX
2. GROUNDCOVER AS SHOWN IN LANDSCAPE PLAN
3. SET ROOT FLARE 2" HIGHER THAN FINISH GRADE TO ALLOW FOR SETTLING
4. BERM TO FORM DEPRESSED WATERING BASIN
5. PLANTING SOIL MIX
6. UNDISTURBED SUBGRADE

NOTES:

1. PLACE BALL ON UNDISTURBED SUBGRADE. REMOVE AND DISCARD WRAPPING MATERIAL EXCEPT UNDER BALL.
2. SETTLE PLANT BY FILLING PLANTING PIT WITH WATER USING HOSE OR BUCKET.
3. MULCH SHOULD NOT BE WITHIN 4" OF TRUNK.
4. REMOVE WATERING BASIN PRIOR TO END OF MAINTAINANCE PERIOD.

2 SHRUB
NTS



1. GROUNDCOVER/PERENNIALS (SEE NOTE)
2. 3-4" MIN. BARK MULCH OR GRAVEL. PER PLAN
3. PLANTING SOIL MIX
4. UNDISTURBED SUBGRADE

NOTE:

1. SEE PLANTING LEGEND FOR SPACING

3 GROUNDCOVER / PERENNIAL
NTS

PLANTING NOTES

1. THE BASE INFORMATION FOR THIS DRAWING WAS OBTAINED FROM OTHERS. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE DRAWING WITH ACTUAL FIELD CONDITIONS PRIOR TO BEGINNING ANY WORK, AND IMMEDIATELY NOTIFYING THE LANDSCAPE ARCHITECT OF ANY DISCREPANCIES. IN THE EVENT THAT THE CONTRACTOR BEGINS WORK PRIOR TO VERIFYING AND COMPARING THE BASE INFORMATION WITH ACTUAL FIELD CONDITIONS, THEN ANY CHANGES OR ALTERATIONS TO THE WORK INVOLVED WITH THESE DRAWINGS DUE TO SUCH DISCREPANCIES WILL BE PERFORMED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER.

2. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING AND MARKING THE LOCATIONS OF ALL UTILITIES WITHIN THE LIMITS OF WORK PRIOR TO BEGINNING CONSTRUCTION. CONTACT THE OWNER, BLUE STAKES OF UTAH (1-800-662-4111), AND ALL OTHER ENTITIES AS NECESSARY. IN THE EVENT THAT THE CONTRACTOR BEGINS WORK PRIOR TO VERIFYING AND STAKING ALL UTILITIES, AND DAMAGE TO UTILITIES OCCURS, THE DAMAGED UTILITIES WILL BE PREPARED AND/OR REPLACED AT NO ADDITIONAL COST TO THE OWNER.

3. IF PROVIDED, REFER TO LEGENDS, NOTES, DETAILS, AND SPECIFICATIONS FOR FURTHER INFORMATION.

4. ANY ALTERATIONS TO THESE ACTUAL PLANTING PLANS DURING CONSTRUCTION SHALL BE REPORTED TO THE LANDSCAPE ARCHITECT AND RECORDED ON 'AS BUILT' DRAWINGS.

5. ALL PLANT MATERIAL SHALL CONFORM TO THE MINIMUM GUIDELINES ESTABLISHED BY THE AMERICAN STANDARD FOR NURSERY STOCK, PUBLISHED BY THE AMERICAN NURSERY ASSOCIATION, INC.

6. ALL PLANTS TO BE BALLED AND BURLAPPED OR CONTAINER GROWN, UNLESS OTHERWISE NOTED ON THE PLANT LIST.

7. QUANTITIES INDICATED IN THE PLANT SCHEDULE ARE FOR CONVENIENCE ONLY. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES, AND SHALL SUPPLY ALL PLANT MATERIAL IN QUANTITIES SUFFICIENT TO COMPLETE THE PLANTING DESIGN SHOWN ON THE PLANS, REGARDLESS OF QUANTITIES INDICATED IN THE PLANT SCHEDULE.

8. ANY PROPOSED SUBSTITUTIONS OF PLANT SPECIES SHALL BE MADE WITH PLANTS OF EQUIVALENT OVERALL FORM, HEIGHT, BRANCHING HABIT, FLOWER, LEAF, COLOR, FRUIT AND CULTURE ONLY AS APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.

9. TURF AREAS SHALL RECEIVE 6" OF PLANTING SOIL MIX, AND ALL PLANT BEDS SHALL RECEIVE 12" OF PLANTING SOIL MIX AS SPECIFIED. BACKFILL ALL PLANTING PITS WITH PLANTING SOIL MIX.

10. ANY GROUND COVER AREAS SHALL RECEIVE 1-1/2" OF FINE TEXTURED SOIL AID/SOIL PEP.

11. PRUNE ANY TREES NEXT TO SIDEWALKS TO A MINIMUM HEIGHT OF 7' FOR A CLEAR WALKING PATH.

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7/24/2024

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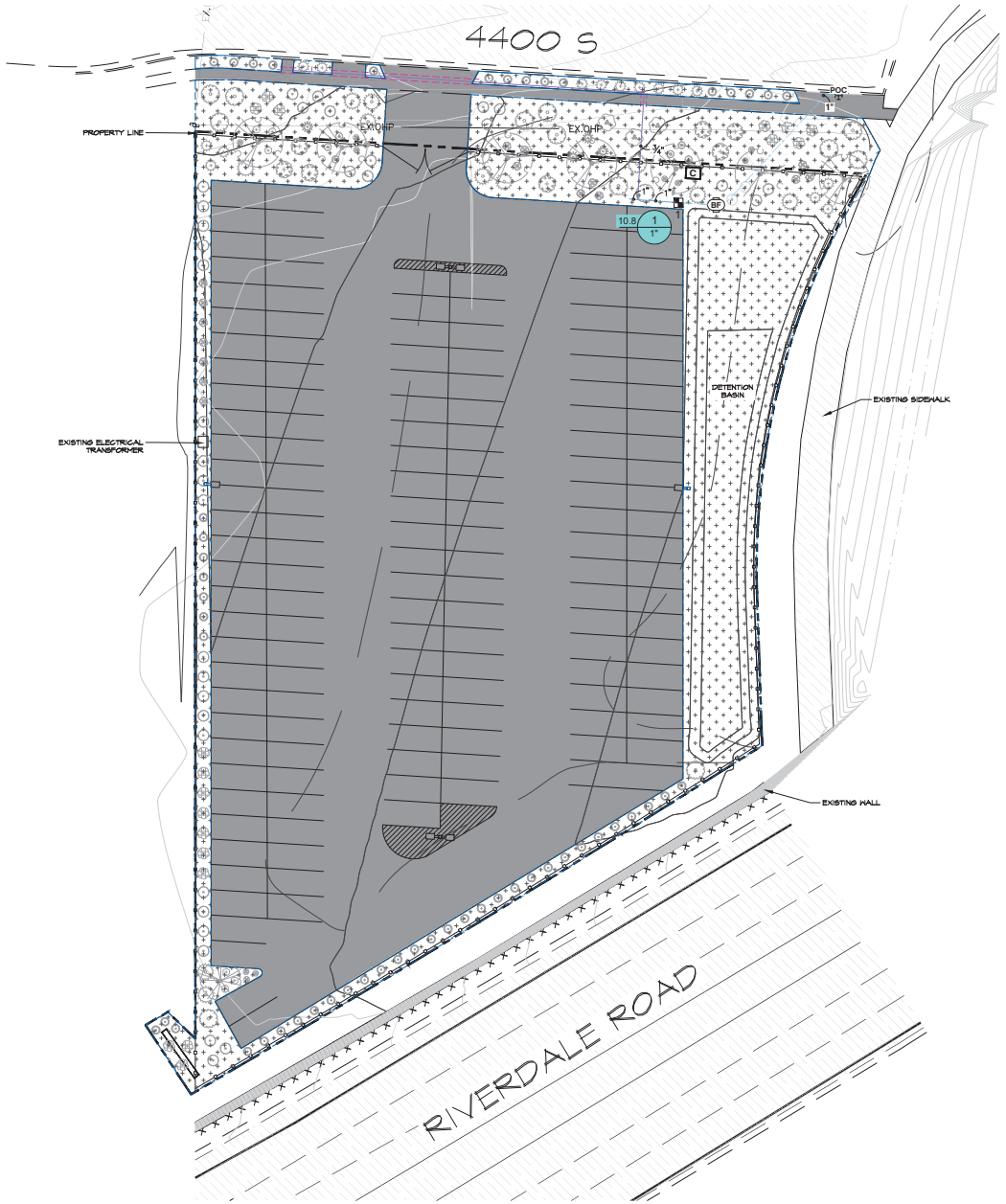
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DETAILS & NOTES

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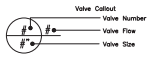
L101



IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	RAIN BIRD XCZ-100-PRF MEDIUM FLOW DRIP CONTROL KIT, 1" DV VALVE, 1" PRESSURE REGULATING FILTER, 40PSI PRESSURE REGULATOR. 3GPM - 15GPM.	1
	AREA TO RECEIVE DRIP EMITTERS RAIN BIRD XB-PC SINGLE OUTLET, PRESSURE COMPENSATING DRIP EMITTERS. FLOW RATES OF 0.5GPH=BLUE, 1.0GPH=BLACK, AND 2.0GPH=RED. COMES WITH A SELF-PIERCING BARB INLET X BARB OUTLET. Emitter Notes:	18,89 S.F.
	2.0 GPH emitters (2 assigned to each 5 gal plant)	248
	2.0 GPH emitters (1 assigned to each 1 gal plant)	77

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
BF	WILKINS 575 RPZ 1" REDUCED PRESSURE PRINCIPLE ASSEMBLY. SIZES 1/2", 3/4", 1", 1-1/4", 1-1/2", 2".	1
C	RAIN BIRD TM2-4-AUS 4 STATION 230V AUS MODEL. SUITABLE FOR INDOOR OR OUTDOOR INSTALLATIONS FACTORY-INSTALLED OUTDOOR-RATED POWER CORD. LNK WIFI READY	1
POC 1"	POINT OF CONNECTION 1 1/2" CONNECT TO EXISTING WATER STUB	1
———	IRRIGATION LATERAL LINE: PVC SCHEDULE 40	190.9 L.F.
— — — —	IRRIGATION MAINLINE: PVC SCHEDULE 40	178.2 L.F.
========	PIPE SLEEVE: PVC SCHEDULE 40	58.0 L.F.



CRITICAL ANALYSIS

Generated:	2024-07-24 18:13
P.O.C. NUMBER: 01	
Water Source Information:	CONNECT TO EXISTING WATER STUB
FLOW AVAILABLE	
Point of Connection Size:	1 1/2"
Flow Available	31.06 GPM
PRESSURE AVAILABLE	
Static Pressure at POC:	60 PSI
Pressure Available:	60 PSI
DESIGN ANALYSIS	
Maximum Station Flow:	10.82 GPM
Flow Available at POC:	31.06 GPM
Residual Flow Available:	20.24 GPM
Design Pressure:	20 PSI
Friction Loss:	0.51 PSI
Fittings Loss:	0 PSI
Elevation Loss:	0 PSI
Loss through Valve:	11.8 PSI
Pressure Req. at Critical Station:	32.5 PSI
Loss for Fittings:	0 PSI
Loss for Main Line:	5.33 PSI
Loss for POC to Valve Elevation:	0 PSI
Loss for Backflow:	14 PSI
Critical Station Pressure at POC:	51.7 PSI
Pressure Available:	60 PSI
Residual Pressure Available:	8.34 PSI

0 20 40 60 feet

SCALE: 1" = 20' ON A 24 X 36 SHEET

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LICENSED LANDSCAPE ARCHITECT

7/24/2024

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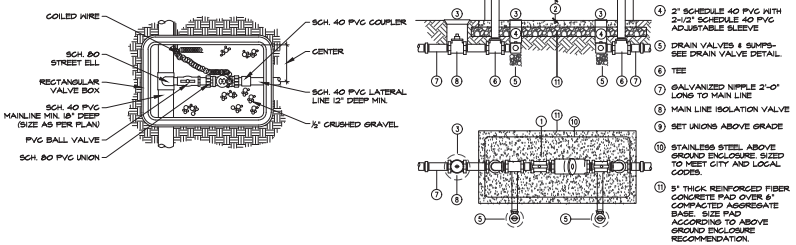
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IRRIGATION PLAN

SHEET NO.

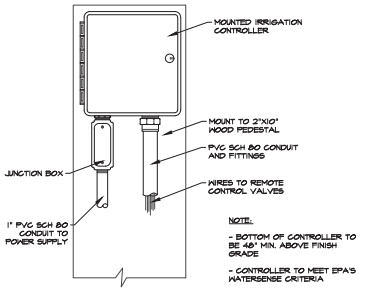
L102



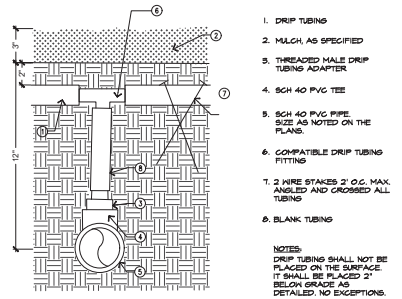
1 VALVE ASSEMBLY
NTS

2 BACKFLOW PREVENTER ASSEMBLY
NTS

3 TYPICAL DRIP EMITTER LAYOUT
NTS



4 IRRIGATION CONTROLLER-PEDESTAL MOUNT
NTS



5 DRIP TUBING CONNECTION
NTS

IRRIGATION NOTES

THE WATER SOURCE FOR THIS PROJECT IS PRESSURIZED IRRIGATION WATER. CONTRACTOR TO MAKE CONNECTIONS TO P.O.C'S AS SHOWN IN THE PLAN.

CONTRACTOR SHALL COORDINATE ALL WORK WITH THE GENERAL CONTRACTOR AND OTHER SUBCONTRACTORS WORKING ON SITE TO ENSURE PROPER INSTALLATION OF THE IRRIGATION SYSTEM IN RELATION TO SITE INFRASTRUCTURE.

UTILITIES DAMAGED DURING IRRIGATION SYSTEM INSTALLATION SHALL BE REPAIRED TO THE UTILITY OWNER'S SATISFACTION AT THE INSTALLER'S EXPENSE. TAKE ALL NECESSARY PRECAUTION NOT TO DAMAGE OR DESTROY ANY EXISTING BURIED UTILITIES.

PIPE ROUTING ON THE PLAN IS DIAGRAMMATIC ONLY FOR CLARITY AND SHALL BE INTERPRETED AS SUCH. CONTRACTOR TO FIELD VERIFY DIMENSIONS PRIOR TO TRENCHING. THE LOCATION OF HEADS, VALVES, LINES AND SO FORTH ON THE DRAWINGS IS APPROXIMATE, AND THE ACTUAL PLACEMENT OF THESE ELEMENTS MAY NEED TO VARY SLIGHTLY IN THE FIELD FOR COVERAGE AND DISTRIBUTION UNIFORMITY.

THIS IRRIGATION SYSTEM HAS BEEN DESIGNED AT 60 PSI STATIC PRESSURE. BEFORE PERFORMING ANY IRRIGATION WORK, THE CONTRACTOR SHALL PERFORM A PRESSURE TEST ON THE SYSTEM. IF THE PRESSURE TEST REVEALS A LOWER STATIC PRESSURE THAN 60 PSI, THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT IMMEDIATELY.

MINIMUM COVERAGE IS INTENDED TO BE 100% OF THE TURF AREAS AS SHOWN ON THE LANDSCAPE PLAN. MODIFY THE EQUIPMENT LOCATIONS AS REQUIRED TO PREVENT INTERFERING WITH TREES OR UTILITIES TO ACHIEVE COMPLETE AND EVEN COVERAGE WITHOUT INCREASING FEEDER LINE RUNS TO THE EXTENT POSSIBLE.

NO HEAD SPACING SHALL EVER EXCEED THE MANUFACTURER'S RECOMMENDED MAXIMUM SPACING. HEAD PLACEMENT SHALL BE EQUALLY SPACED BETWEEN TWO FIXED EDGES OF AN IRRIGATED AREA AS SHOWN ON THE PLAN.

CONTROL VALVE BOXES SHALL BE PLACED ADJACENT TO HARDSCAPE AREAS (CURBING/SIDEWALKS) WHERE POSSIBLE, TO ALLOW FOR ACCESS WITHOUT BEING SPRAYED.

SET HEAD HEIGHT ADJACENT TO PAVING OR CURBS 1/4" BELOW THE EDGE OF THE PAVEMENT SURFACE. MINIMIZE OVER SPRAY BY USING THE ADJUSTMENT SCREWS OR FEATURES IN EACH HEAD OR NOZZLE AS NEEDED.

PIPES SHALL BE PLACED PARALLEL TO WALKS AND DRIVES IN THE ADJACENT PLANTING AREAS, RATHER THAN UNDER THE PAVEMENT. ANY RE-ROUTING OF PIPE WHICH IMPACTS FLOW RATES, PRESSURE LOSS, OR VOLUMES MAY RESULT IN A NEED FOR RE-CALCULATION OF FRICTION LOSSES, AND PIPE SIZING BY THE CONTRACTOR, AND SHALL BE SUBMITTED TO THE LANDSCAPE ARCHITECT.

REGULATE PRESSURE AT INDIVIDUAL CIRCUITS WITH PRESSURE REGULATING FEATURES ON EACH VALVE FOR OPTIMAL PRESSURE IF PRESSURE COMPENSATING FEATURES ARE NOT A PART OF THE SPRINKLER HEAD.

IMPROPERLY COMPACTED TRENCHES WHICH SETTLE AND CAUSE DAMAGE TO SOD OR OTHER PLANT MATERIALS WILL BE PROMPTLY REPAIRED BY THE INSTALLER. IF OTHERS ARE REQUIRED TO REPAIR DAMAGES, THE COST TO DO SO WILL BE BACK CHARGED TO THE INSTALLER.

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STATE OF UTAH
7/24/2024

PROJECT
GARFF PROPERTY
667 W 4400 S, RIVERDALE, UT

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TITLE
DETAILS & NOTES

SHEET NO.
L103

Riverdale City

4600 So. Weber River Drive
Riverdale, Utah 84405

PLAN CORRECTIONS REPORT – SITE PLAN REVIEW #2

CASE NO: _____ DATE ISSUED: **August 2, 2024**

PROJECT NAME: **Garff Lot Site Plan**

PROJECT ADDRESS: **667 W 4400 S, RIVERDALE, UTAH (1.31 ACRES)**

PARCEL(S): **06-334-0002**

APPLICATION DATE: **May 28, 2024**

DESCRIPTION: **SITE PLAN – Offsite parking lot for Ken Garff Dealerships**

ARCHITECT: **LAND ARC (LANDSCAPE)** Phone: **435.669.4414**

ENGINEER: **HUNT DAY – T. HUNT** Phone: **801.664.4724**

OWNER: **GARFF PROPERTIES, LLC** Phone: **801.257.3135**

REVIEW PROCESS	STATUS	REVIEWER
Public Works	Requires Resubmittal	Shawn Douglas – sdouglas@riverdalecity.com
Engineering	Approved w/Conditions	Todd Freeman – toddf@cec-engineers.com
Community Development	Requires Resubmittal	Brandon Cooper – bcooper@riverdalecity.com
Fire	Approved	Jared Sholley – jsholley@riverdalecity.com

PUBLIC WORKS

DATE	COMMENTS	CORRECTIVE ACTION	STATUS
07/2/2024	Storm Water	Drainage system operation and maintenance plan approved and recorded with plat	Resolved
		The proposed connection is on a UDOT storm drain. A letter of approval from UDOT will be required	Resolved
		Storm water prevention plan for construction site including BMP's. All storm water inspections will need to be completed on Compliance Go.	Resolved
		Provide a garbage container YOU SHOW A CONSTRUCTION DUMPSTER ON C700 FOR SWPPP, AND YOU HAVE ADDED A NEW NOTE ON C200 SHOWING A TRASH ENCLOSURE. PLEASE PROVIDE AN ARCHITECTURAL DETAIL OF THE PERMANENT ENCLOSURE SHOWING DIMENSIONS AND MATERIALS	Not Resolved
		The existing east entrance will need to be blocked during construction	Resolved
		Notice of intent filed with state	Resolved
		Retention/Detention structure materials need to be shown. Weed	Resolved

		control barrier and large cobble type material should be considered	

DATE	COMMENTS	CORRECTIVE ACTION	STATUS
07/02/2024	Streets	Remove existing east approach. Replace curb/gutter/sidewalk	Resolved
06/10/2024	Culinary Water	Water meters need to be installed in the park strip or an approved location	Resolved
		Meter box design as per Riverdale City standards	Resolved
		Water meter line size and type of materials needs to be included	Resolved
		Backflow preventor location, type, and size	Resolved
		Provide irrigation/sprinkler system plan. Irrigation controller needs to be a smart controller CONTROLLER SHOWS AS AN AUSTRIALIAN 230 V UNIT – IS THIS CORRECT?	Not Resolved
		Provide water usage peak demands PLEASE SHOW DEMAND CALCULATION AS GALLONS PER DAY OR MONTH OR YEAR	Not Resolved
		Provide what water shares will be used to meet water requirements WATER SHARES WILL NEED TO BE PURCHASED OR TRANSFERRED TO THE CITY AT TIME OF CITY COUNCIL APPROVAL. THESE SHARES ARE EXPRESSED IN ACRE-FEET AND ARE A DERIVED FROM YOUR PEAK WATER DEMAND CALCULATIONS	Not Resolved

ENGINEERING

DATE	COMMENTS	CORRECTIVE ACTION	STATUS
06/10/2024	General Notes	Update all drawings to be current year and current month	Resolved
		On sheet C200 of the site plan, there is a call out for curb and gutter on the east side of the parking lot. Will curb and gutter be placed around the entire parking lot?	Resolved
		Where is the water meter going to be located and what size?	Resolved
		On sheet C600 Civil Details, the storm water calculations are using a different area for paving and landscaping than shown on other sheets. Please update accordingly and adjust storm water calculations	Resolved
		The overflow spillway appears to be at the location of the outfall box. As the water discharges, is there material or a path to control the overflow? The overflow appears that it will cross UDOT property and across the asphalt trail – if so, need approval from UDOT PLEASE RESOLVE AT OR BEFORE THE PRE-CONSTRUCTION MEETING PRIOR TO ANY WORK BEING DONE ON THE SITE	Not Resolved
		Sheet C700, SWPPP Exhibit, refers to Riverdale Apartments. Please update	Resolved

COMMUNITY DEVELOPMENT

DATE	COMMENTS	CORRECTIVE ACTION	STATUS
06/10/2024	General Notes	Parking lots for passenger automobiles is a conditional use in the C-3 zone. This will require Planning Commission and City Council approval WE WILL DO THIS WITH THE SITE PLAN	Not Resolved
		Please pay site plan review fee of $800	Resolved
		Show how landscape frontage relates to frontage of adjacent property to the west by indicating future design INCLUDED IMAGE IS HARD TO READ. PLEASE PROVIDE FULL SHEET FOR REVIEW	Not Resolved
		Show lot/parcel identification number for site and adjacent properties on sheets C100 and C200	Resolved
		Show electrical transformer in landscaped area on sheet L100 to indicate impact to layout, etc	Resolved
		Please provide soils report as indicated in General Notes 6.1	Resolved
		Sheet C200 shows the installation of new 8’ chain-link fencing with slates on the north side and east side. Maximum height is limited to 7’. Does this fence run the entire perimeter of the property? If so, please indicate. Please provide specification and color for slat material	Resolved
		Any fence over 6’, up to a maximum fence height of 7’, must have engineering provided by the installation contractor or supplier WE WILL NEED THE ENGINEERING AT OR BEFORE THE PRE-CONSTRUCTION MEETING PRIOR TO ANY WORK BEING DONE ON THE SITE	Not Resolved
		Please show in plans access easement to billboard sign PLEASE HAVE THIS WORKED OUT PRIOR TO PRE-CONSTRUCTION OR ANY WORK ON THE SITE	Not Resolved

FIRE

DATE	COMMENTS	CORRECTIVE ACTION	STATUS

RIVERDALE CITY
CITY COUNCIL AGENDA
August 20, 2024

AGENDA ITEM: G2

SUBJECT: **Consideration of Resolution #2024-29 approving a Real Estate Purchase Contract**

PRESENTER: Brandon Cooper, Community Development

INFORMATION:
a. Executive Summary
b. Resolution 2024-19
c. Real Estate Purchase Contract – Peacock Ridge

BACK TO AGENDA

TRANSMITTAL

Body:	City Council
Topic:	**Real Estate Purchase Contract** Peacock Ridge – Approx. 5633 South 1200 West
Department:	Community Development
Director:	Brandon Cooper
Staff/Presenter:	Brandon Cooper
Contact:	bcooper@riverdalecity.com

Executive Summary

On November 20, 2007, the City Council adopted a resolution approving a Property Exchange and Development Agreement for the Peacock Ridge Project, located at approximately 5633 S 1200 W, which set forth the terms and conditions of the exchange of 6 acres of land between Kent Hill/Lorin Parks and Riverdale City. As part of the agreement, the City approved an overall concept plan for the development of 8 residential lots within the Peacock Ridge PRUD. The Peacock Ridge PRUD subdivision plat was recorded in May 2022.

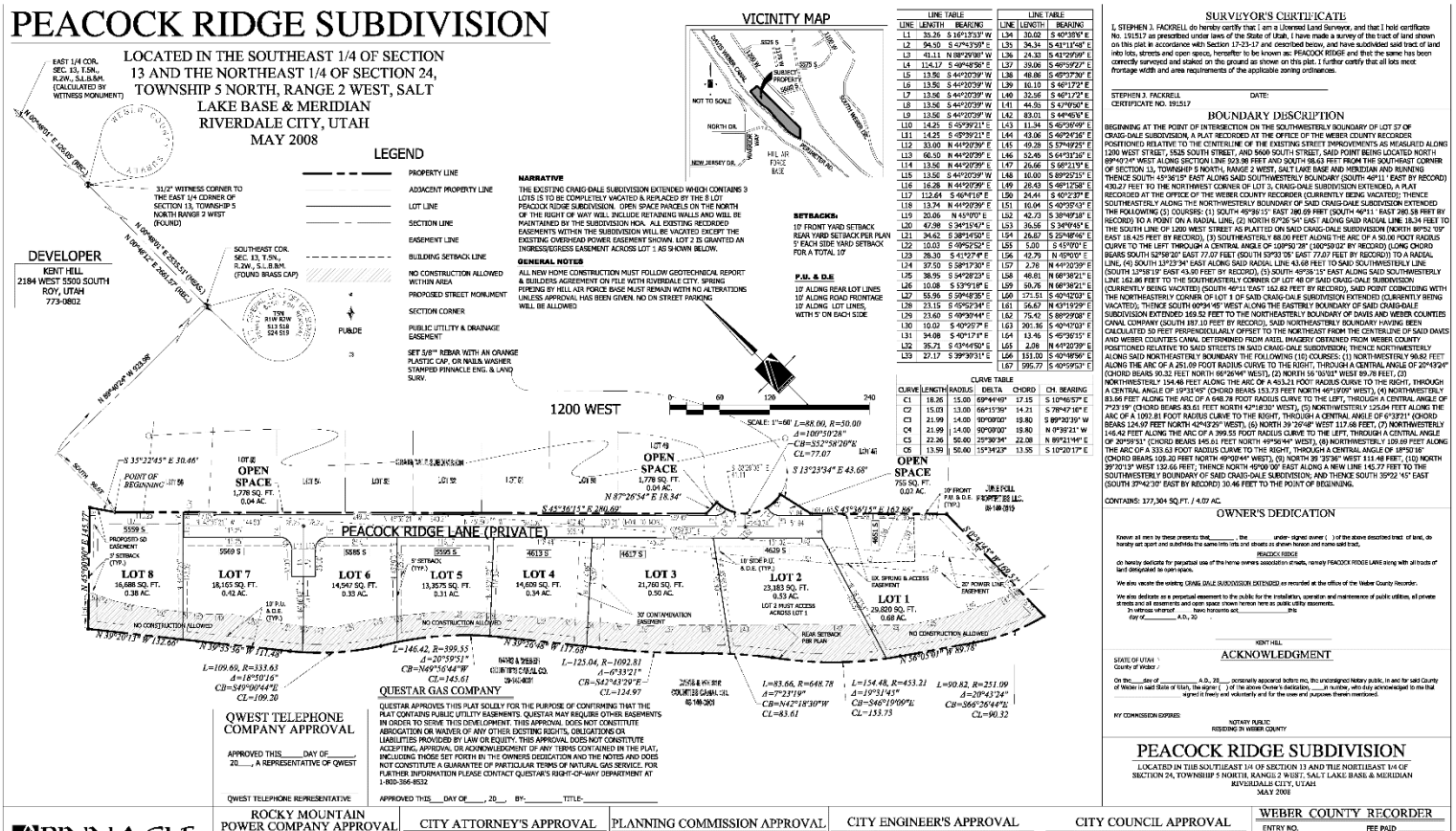
Although the PRUD was officially approved by the City and formally recorded in 2022, no development has occurred at the site to date. The nature of the hillside, narrow area for development, geotechnical concerns, increased costs, and other issues have caused the City great concern related to the feasibility and possibility of any development occurring.

In April 2024, the owner of Peacock Ridge, Mr. Kent Hill, indicated the he would be interested in the sale of the land that comprises the Peacock Hill PRUD. After some negotiation, Mr. Hill and Riverdale City staff have agreed upon a purchase price of $495,190. The property has been appraised with a stated value of $540,000.

Below is a summary of the transaction:

BUYER:	Riverdale City
SELLER:	Kent Hill
PROPERTY:	approximately 4.07 acres
PURCHASE PRICE:	$495,190
EARNEST MONEY:	$5,000
DUE DILIGENCE PERIOD:	35 days from Effective Date, with one 30-day extension
CLOSING:	5 days after Due Diligence Deadline

TRANSMITTAL



Fiscal Impact

It has been determined that sufficient funds are available in the general fund, though a budget amendment may be required to appropriate the funds to the transaction. If so, such an amendment would need to be approved by the City Council no later than the Due Diligence Deadline. Additionally, City staff are pursuing the potential sale of a portion of the land to Davis/Weber Canal company to be used as a future easement of the canal. Proceeds of this sale would help offset the financial impact to the City.

Requested Timeline:

City Council Meeting – August 20, 2024

Potential Actions:

Following the presentation and discussion of the **real estate purchase contract** proposal, the City Council may make:

1) a motion to **approve** the Real Estate Purchase Contract as presented
2) a motion to **table** the matter to a later date
3) a motion to **deny** the Real Estate Purchase Contract

Staff Recommendation

Based on the potential negative impact that development would have on the hillside, staff recommends the City Council approve the Real Estate Purchase Contract for the purchase of Peacock Ridge.

Attachments

Real Estate Purchase Contract

RESOLUTION NO. 2024-29

A RESOLUTION OF THE RIVERDALE CITY COUNCIL APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A REAL ESTATE PURCHASE CONTRACT WITH KENT HILL, AN INDIVIDUAL, FOR THE PURCHASE OF APPROXIMATELY 4.07 ACRES OF REAL PROPERTY LOCATED AT 5595 PEACOCK RIDGE LN. W, RIVERDALE, WEBER COUNTY, UTAH.

WHEREAS, the City of Riverdale ("City") is a municipal corporation duly, duly and regularly created, established, organized and existing under and by virtue of the Constitution and laws of the State of Utah; and

WHEREAS, Utah Code Annotated § 10-8-2 provides, among other things, that a city council may purchase, receive, hold, sell, lease, convey, and dispose of real and personal property for the benefit of the city; and do any other thing in relation to this property that an individual could do; and

WHEREAS, the City desires to enter into a Real Estate Purchase Contract ("REPC") with Kent Hill, and individual, to set the terms and conditions for the purchase of real property located at 5595 Peacock Ridge Ln. W., Riverdale, Weber County, Utah, (the "Property"); and

WHEREAS, the City believes the purchase of the Property will protect sensitive hillside, enhance public health and safety, and positively benefit the community; and

NOW, THEREFORE, BE IT RESOLVED by the City of Riverdale:

1. That the terms of the Real Estate Purchase Contract, attached hereto as Attachment A, are hereby approved; and

2. The Mayor is hereby authorized to execute and deliver any and all documents reasonably necessary to carry out the terms and conditions of the REPC, as described in Attachment A. Any material change, as defined by the Mayor and City Attorney, in the terms of the REPC must be approved in advance by the city council before closing.

RESOLVED this _____ day of August, 2024.

_____
Mayor Braden D. Mitchell
Riverdale City

Attest:

_____
Michelle Marigoni, City Recorder

VOTE:

Alan Arnold	____	Yes	____	No	____	Absent
Bart Stevens	____	Yes	____	No	____	Absent
Anne Hansen	____	Yes	____	No	____	Absent
Michael Richter	____	Yes	____	No	____	Absent
Stacey Haws	____	Yes	____	No	____	Absent

Real Estate Purchase Contract

THIS REAL ESTATE PURCHASE CONTRACT ("**Contract**"**)** made and entered into on the _____day of _____, 2024 ("**Effective Date**") is for the purchase of the Property described herein by and between **KENT HILL,** an individual residing in Utah, together with his successors or assigns (as the "**Seller**"**),** and **RIVERALE CITY**, a Utah political subdivision, together with its successors or assigns, (as the "**Buyer**"). Buyer and Seller are individually referred to herein as a "**Party**" and collectively referred to as the "**Parties**".

RECITALS

WHEREAS, Seller owns certain real property located at approximately **5595 Peacock Ridge Ln W**, in Riverdale, Utah, and as more particularly described in this Contract; and

WHEREAS, Buyer desires to purchase such real property under the terms and conditions set forth in this Contract.

NOW, THEREFORE, in consideration of the mutual promises and considerations set forth below, the Parties agree to the following:

1. Description of Property.

1.1 Real Property. The real property which is the subject of this Contract includes the parcels 096470001, 096470002, 096470003, 096470004, 096470005, 096470006, 096470007, 096470008, along with Peacock Ridge Lane and approximately 4,311 square feet of open space, all together commonly known as the Peacock Ridge Subdivision – PRUD, consisting of a total of approximately 4.07 acres of real property and is located at approximately 5595 Peacock Ridge Ln. W, Riverdale Utah as described under Exhibit A – Property Description, which is attached to and made part of this Contract (the "**Property**").

1.2 Included Items. Unless excluded herein, sale of the Property includes any and all below grade improvements presently attached to the Property.

1.3 Excluded Real Property. Seller agrees to remove any existing buildings on the Property prior to the Closing Deadline. The demolition and removal cost of any items not removed and remaining on the Property at the time of Closing, if any, shall be paid for by Seller at the time of closing from proceeds of the sale, as appropriately reflected in the settlement statement.

2. Purchase Price. Subject to the terms, covenants and conditions of this Contract, the total "**Purchase Price**" for the Property shall be **FOUR HUNDRED NINETY-FIVE THOUSAND ONE HUNDRED NINETY DOLLARS ($495,190)** which shall be paid by Buyer to Seller as follows:

Earnest Money Payment to be paid to the Closing Agent within five (5) days of the Effective Date. The Earnest Money Payment shall be applicable to the total Purchase Price according to the provisions of this Contract: **$5,000.00**

Balance of Purchase Price at Closing- **_FOUR HUNDRED NINETY THOUSAND ONE HUNDRED NINETY DOLLARS ($490,190)** payable to Seller in cash or other acceptable funds.

3. Contract Deadlines.

Effective Date of Contract: Upon signature of both Parties

Seller Disclosure Deadline: Seven (7) days after Effective Date

Due Diligence Deadline: Thirty-five (35) days after Effective date, with one thirty (30) day extension at the sole discretion of the Buyer.

Closing Date: Closing of this sale shall be held on or before five (5) days after the Due Diligence Deadline at the office of Lincoln Title Company,5151 S 400 E, #101, Washington Terrace, Utah, 84405, the "**Closing Agent"**.

4. Seller Disclosures. On or before the Seller Disclosure Deadline, Seller shall deliver to Buyer the following documents which are collectively referred to as the "**Seller Disclosures**":

4.1 Commitment for Title Insurance. A preliminary report or commitment for title insurance (such report or commitment, as it may be amended, supplemented and updated, is referred to as the "**Preliminary Title Report**") in the full amount of the Purchase Price, with Buyer as the proposed insured, showing all matters affecting title to the Property including any and all exceptions, easements, restrictions, rights-of-way, covenants, reservations and other conditions or encumbrances affecting the Property (collectively, the "**Exceptions to Title**") together with legible copies of all recorded documents constituting or evidencing such Exceptions to Title. Commitment shall be issued by **Closing Agent**.

4.2 Property Agreements. Copies of any and all written leases, tenancies, rental agreements, service contracts, licenses, management agreements, landscaping agreements, maintenance agreements, and any and all other agreements affecting the Property, and a full written description of any such agreements which are not written (collectively, the "**Property Agreement(s)**"). No later than five (5) business days following Buyers receipt of any such Property Agreement, Buyer shall notify Seller in writing as to whether Buyer approves or disapproves of such Property Agreement. With respect to each such Property Agreement, Buyer may either direct Seller to assign Seller's interest under such Property Agreement to Buyer as of the Closing Date, or Buyer may direct Seller to terminate such

Property Agreement as of the Closing Date. In the event Buyer fails to provide Seller with any directions regarding a particular Property Agreement, Seller shall presume that such Property Agreement has not been accepted by Buyer, and Seller shall take all steps

necessary to terminate such Property Agreement as of the Closing Date. Seller shall indemnify, defend and hold harmless Buyer from and against any obligation, claim, demand, loss, liability, cause of action, cost and expense (including reasonable attorneys' fees) with respect to any Property Agreement that is terminated as of the Closing Date pursuant to this Subsection 4.2, including all termination and other similar fees.

4.3 Environmental Assessments. Copies in Seller's possession, if any, of any studies, assessments and/or reports which have previously been done on the Property including, without limitation, environmental reports, soils studies, site plans and surveys (collectively, "**Environmental Assessments**").

4.4 Building/Zoning Code Violations. Written notice of any claims and/or conditions known to Seller relating to Property building or zoning code violations.

4.4.5 Other Material Information. Written notice of any claims, conditions or information which may materially impact Buyer's decision to purchase the Property.

4.6 Failure to Deliver Seller Disclosures. If Seller is unable or unwilling to deliver to Buyer any of the Seller Disclosures, Buyer may immediately terminate this Contract. If Buyer so terminates this Contract, all monies paid by Buyer up to the time of termination shall be returned to Buyer, this Contract shall be null and void, and the Parties shall have no further obligations to one another whatsoever.

5. Inspection of Property. From the Due Diligence Deadline and continuing through and including the date of the termination of this Contract or the Closing, Buyer and its representatives shall have the right to enter upon the Property to conduct any and all inspections and investigations as Buyer may desire to determine the condition and suitability of the Property for Buyer's intended use. Buyer, in the conduct of such investigations and inspections, shall not unreasonably interfere with any existing operations on the Property and Buyer shall indemnify and hold Seller harmless from and against any and all physical damage to the Property resulting from Buyer's investigation of the Property.

6. Buyer's Review and Approval of Seller Disclosures. From the Effective Date, and continuing until the Due Diligence Deadline, Buyer shall have the right to review and approve the Seller Disclosures and Preliminary Title Report as provided under this Section 6. If Buyer elects to terminate this Contract pursuant to this Section 6, all Escrow Amount shall be returned to Buyer, this Contract shall be null and void, and the Parties shall have no further obligations to one another whatsoever.

6.1 Unpermitted Exceptions. If Buyer objects to any Exceptions to Title appearing in the Preliminary Title Report (the "**Unpermitted Exceptions**") Buyer shall notify Seller of such objection in writing no later than 48 hours following Buyer's receipt of the Preliminary Title Report, and Seller shall make reasonable efforts to have such Unpermitted Exceptions removed from the Preliminary Title Report no later than fifteen (15) days after Seller has received from Buyer written notice of such Unpermitted Exceptions. If Seller is unable or unwilling to remove such Unpermitted Exceptions from

the Preliminary Title Report within such time period, Buyer may terminate this Contract.

6.2 Property Agreements. If Buyer objects to any Property Agreement, Buyer shall notify Seller of such objection in writing no later than five (5) days following Buyer's receipt of such Property Agreement. If Seller is unable or unwilling to resolve Buyer's objections regarding any particular Property Agreement, Buyer may terminate this Contract and all parties shall be relieved of all liabilities under this Contract.

6.3 Environmental Assessments. In the event that Buyer determines, in Buyer's sole discretion, that any Environmental Assessment indicates the Property may not be appropriate, feasible, economically and/or environmentally viable for Buyer's planned use and/or development, Buyer may terminate this Contract and all parties shall be relieved of all liabilities under this Contract.

6.4 Building/Zoning Code Violations. In the event Buyer determines, in Buyer's sole discretion, that any claims and/or conditions relating to Property building or zoning code violations may adversely impact Buyer's planned use and/or development of the Property, Buyer may terminate this contract and all parties shall be relieved of all liabilities under this Contract.

6.5 Other Material Information. In the event Buyer determines, in Buyer's sole discretion, that any additional information provided by Seller or obtained by Buyer regarding the Property may adversely impact Buyer's planned use and/or development of the Property, Buyer may terminate this contract and all parties shall be relieved of all liabilities under this Contract.

6.6. Consequences of Review. Buyer's inspection, review or approval of the Property, documents or any other materials shall be solely for Buyer's own benefit, and shall not be deemed to be or to result in any warranty, representation or conclusion relative to the technical adequacy of the subject of such inspection, review or approval, the safety, soundness or quality of the Property or the Property's compliance with applicable law. No such inspection, review or approval shall not reduce or qualify, in any manner, any of Seller's representations or warranties that may be specifically set forth in this Agreement.

7. Buyer's Right to Cancel. Buyer's obligation to purchase the Property under this Contract is conditioned upon the following:

7.1 Buyer has inspected and approved the physical condition of the Property;

7.2 Buyer has reviewed and approved the content of any and all Seller Disclosures pursuant to Sections 4 and 6 of this Contract;

7.3 Buyer's receipt and approval of the Final Title Policy, insuring that Seller has and can deliver to Buyer good and marketable title to the Property at Closing, pursuant to the terms of this Contract.

7.4 Buyer obtaining final approval for the purchase of the Property which may be required by law, regulation, or public policy, or which must be obtained from any public

entity or agency, including the Riverdale City Council and/or the Riverdale City Redevelopment Agency, according to such public entity's or agency's standard practices and procedures.

8. **Buyer's Due Diligence**. As used in this Contract, the term "**Buyer's Due Diligence**" collectively refers to Buyer's completion of each of the conditions set forth in Section 6 and 7. No later than the Due Diligence Deadline, Buyer shall complete all of Buyer's Due Diligence. If by the expiration of the Due Diligence Deadline (a) Buyer does not cancel this Contract as provided herein; or (b) Buyer does not deliver a written objection to Seller regarding any Buyer's Due Diligence; or (c) the Parties have not agreed in writing to extend the Due Diligence Deadline, it shall be deemed that Buyer has completed and/or approved each of the Buyer's Due Diligence; and the contingencies referenced in Section 6 and 7 shall be deemed as completely and unconditionally waived by Buyer.

9. **Seller's Warranties and Representations.** As of the Effective Date, Seller makes the representations and warranties listed below. **Such warranties and covenants shall not survive the Closing unless otherwise specifically stated below.** In the event of a breach of any of the representations and warranties specified below prior to the Closing, upon written notice by and at the election of Buyer, Buyer may terminate this Contract and neither Seller nor Buyer shall have any further rights or obligations under this Contract.

9.1 Title. Seller is the sole owner and is in exclusive possession of the Property. Seller holds good and marketable title to the Property in fee simple, and will convey good and marketable title to Buyer, including all of Seller's right, title, and interest in the Property at the Closing by warranty deed free and clear of all liens and encumbrances other than those Exceptions to Title and/or Property Agreements Buyer has accepted or otherwise failed to object to pursuant to this Contract. Buyer understands and agrees that, pursuant to Subsection 10.3 of this Agreement, Buyer must obtain a Final Title Policy to insure Buyer against any and all loss or damage resulting from defects or problems relating to the Buyer's ownership of the Property. As such, Seller makes no representations or warranties regarding title to the Property beyond the Closing.

9.2 No Changes During Transaction. Seller agrees that from the Effective Date and continuing until the Closing, Seller shall not, without the prior written consent of Buyer: (a) make any changes in any existing leases; (b) enter into any new leases; (c) make any substantial alterations or improvements to the Property; or (d) incur any further financial encumbrances against the Property. Should Seller so encumber the Property after the Effective Date, then Seller shall be obligated to remove all such encumbrances on or prior to the Closing.

9.3 Title Policy. At the Closing, Seller shall obtain, inspect, approve and pay for a standard-coverage owner's policy of title insurance by a title insurance company in the total amount of the Purchase Price ("**Final Title Policy**") in order to adequately insure Buyer against any and all loss or damage resulting from defects or problems relating to the Buyer's ownership of the Property including, without limitation, the enforcement of liens that may exist against such Property. If title to the Property cannot be made insurable through an escrow agreement upon the Closing, the Seller shall return all Escrow Amount

to Buyer, this Contract shall be null and void, and the Parties shall have no further obligations to one another whatsoever.

9.4 Seller Parties. The persons and entities comprising Seller represent all parties owning fee title to the Property as of the Effective Date. Seller is fully authorized to convey the Property pursuant to this Contract. The representations set forth in this Subsection 9.4 shall survive the Closing.

9.5 No Proceedings. As of the Effective Date, to the best of Seller's knowledge, there are no existing, pending or threatened condemnation proceedings, zoning or land use proceedings, utility moratoriums, use moratoriums, improvement moratoriums, or legal, administrative or other proceedings or assessments, formal or informal, affecting the Property, lawsuits by adjoining landowners or others, nor to the best knowledge and belief of Seller is any such lawsuit contemplated by any person, nor is any condemnation or assessment contemplated by any governmental authority. Buyer acknowledges and agrees that Buyer is solely responsible for performing any and all due diligence, as deemed necessary by Buyer, in order to determine whether or not the Property may, as of and following the Closing, be affected by any of the matters addressed under this Subsection 9.5.

9.6 No Leases. At the time of Closing the Property will not in whole or in part be subject to any leases tenancies or rental agreements other than those which Buyer has been made aware pursuant to Subsection 4.2 of this Agreement. The representations set forth in this Subsection 9.6 shall survive the Closing.

9.7 No Contracts. Seller has not and will not enter into any oral or written contracts, agreements, listings, or understandings affecting the Property which may become binding upon Buyer other than those which Buyer has been made aware pursuant to Subsection 4.2 of this Agreement. The representations set forth in this Subsection 10.7 shall survive the Closing.

9.8 Compliance With Laws. As of the Effective Date, Seller has complied with all applicable laws, ordinances, regulations, statutes and rules relating to the Property or any part thereof. The ownership, operation and use of the Property are in compliance with and do not violate any applicable federal, state or municipal law, ordinance, rule or regulation, including but not limited to, one relating to building, subdivision, zoning, health, the environment or disabled persons. In addition, Seller has no knowledge of any pending law ordinance, order, regulation or requirement that would affect the present use and operation of the Property. Buyer acknowledges and agrees that Buyer is solely responsible for performing any and all due diligence, as deemed necessary by Buyer, in order to determine whether or not the Property is suitable for Buyer's intended purposes, and determining whether or not the Property may, as of and following the Closing, be affected by any of the matters addressed under this Subsection 9.8.

9.9 Environmental. To the best of Seller's knowledge, during the period that Seller has owned the Property, there has been no storage, production, transportation, disposal, treatment or release of any solid waste, hazardous waste, toxic substance, mold, or any other pollutants or contaminants (hereinafter collectively referred to as **"Pollutants"**) on

or in the Property in violation of any applicable law, rule or ordinance. To the best of Seller's knowledge, Seller warrants that Seller has complied with all applicable local, state or federal environmental laws and regulations, and there are no wells, underground storage tanks, covered surface impoundments or other sources of Pollutants on the Property. To the best of Seller's knowledge, prior to Seller's acquisition of the Property there was no storage, production, transportation, disposal, treatment or release of any Pollutants on or in the Property. To the best of Seller's knowledge, no underground tank for storage of gasoline or other purpose is located on the Property.

9.10 Other Commitments. No commitments relating to the Property have been made to any governmental authority, utility company, school board, church or other religious body, association or other organization, group or individual which would impose an obligation on Buyer or Buyer's successors or assigns to make, or which would establish as a condition to development or subdivision or any part of the Property the making of, any contribution or dedication of money or land or any improvements of a public or private nature on or off the Property. No governmental authority has imposed any requirement that any owner of the Property pays directly or indirectly any special fees or contributions or incurs any expenses or obligations in connection with the Property.

9.11 Other Agreements. No management agreement, landscaping or maintenance agreement, security agreement, assignment, ground lease, easement, employment agreement, licensing agreement, insurance policy, employee welfare plan, labor agreement or other contract or agreement exists, whether oral or written, affecting or relating to the Property, which will remain in effect after the Closing, except as have been disclosed in writing to and approved by Buyer. Each such agreement and contract is in full force and effect in accordance with its terms, is assignable without the necessity of consent of any third party and is cancellable, without cost or expense, on not more than thirty (30) days' notice. Each obligation of Seller and each other party under each such agreement and contract has been performed, no party to any such agreement or contract has asserted any claim of default or offset against Seller and no event has occurred or failed to occur, the occurrence or nonoccurrence of which would in any way affect the validity or enforceability of any such agreement or contract.

9.12 Judgment. No adverse or unpaid judgment is outstanding directly and solely against Seller relating to the Property or the operation of the Property that might affect the ability of Seller to perform Seller's obligations under this Agreement. The representations set forth in this Subsection 9.12 shall survive the Closing.

9.13 No Violation of Law by Seller. Seller is not in violation of, and the execution by Seller of this Agreement and the performance by Seller of Seller's obligations under this Agreement will not violate, any judicial order or governmental law, ordinance, rule or regulation in any respect which could have an adverse effect on the ability of Seller to perform Seller's obligations under this Agreement.

10. Closing Costs. Closing costs and prorations shall be prorated as follows:

10.1 Taxes and Utilities. All ad valorem and excise taxes and utilities shall be prorated to the date of Closing. If the current year's taxes are not known as of the date of Closing,

the proration shall be based upon the previous year's taxes with an adjustment made between Seller and Buyer when the current year's taxes are known.

10.2 Prepayment Penalties. Seller shall pay all prepayment penalties and other amounts necessary to release all existing notes, liens and security interests against the Property, if any.

10.3 Fees. Escrow fees charged by the Closing Agent shall be paid for by Seller, including fees for its services in the settlement/closing process. Each Party will pay its own attorney's fees. Buyer shall pay the cost of recording the Deed.

10.4 Other. All other bills or charges including other recording fees, any state or local documentary stamps, transfer taxes or fees, assessments for improvements completed or initiated prior to Closing, whether levied or not, pertaining to the Property as of the date of Closing shall be paid by Seller at or prior to Closing. All rents and other similar payments shall be prorated to the date of Closing.

11. Default.

11.1 Buyer Default. If Buyer defaults after Seller's satisfaction of all of its obligations hereunder, Seller's sole remedy shall be to cancel the Contract and retain any and all monies paid by Buyer up to the time of default as liquidated damages.

11.2 Seller Default. If Seller defaults after Buyer's satisfaction of all of its obligations hereunder, Buyer's sole remedy shall be to cancel the Contract, and require the return of the all monies paid by Buyer up to the time of default.

12. Closing; Time of the Essence. Unless extended by mutual agreement of the Parties, the sale contemplated by this Contract shall be closed no later than the Closing Date at the office of the Closing Agent or a reasonable location mutually agreed upon by the Parties. Notwithstanding the previous sentence, Buyer may, at Buyer's sole discretion, elect to close this transaction prior to the end of the Due Diligence Deadline. In the event this sale cannot be closed by the Closing Date due to interruption of transport, strikes, fire, flood, extreme weather, governmental regulations, delays caused by lender, acts of God, or similar occurrences beyond the control of Buyer or Seller, then the Closing shall be extended seven (7) days beyond the cessation of such interruption or condition, but in no event more than fifteen (15) days beyond the Closing Date. Thereafter, time is of the essence. This provision relates only to the extension of the Closing. As used in this Contract, the term "**Closing**" shall mean (i) the balance of the purchase price has been delivered to Seller or to the escrow/closing office; and (ii) any and all documents necessary to complete the sale of the Property have been recorded in the office of the county recorder.

13. Final Pre-Closing Inspection. Seller warrants that on or before the Closing Date and before the date Seller delivers physical possession to Buyer, the Property will be vacant and free of debris and personal belongings. Prior to the Closing, Buyer may conduct a final pre-closing inspection of the Property to determine that the condition of the Property is vacant and free of debris and personal belongings.

14. **Authority of Signers.** If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company or other entity, the person executing this Contract on its behalf warrants his or her authority to do so and to bind Buyer and Seller. Seller further warrants that the execution and delivery of this Contract by Seller have been duly and validly authorized, and all requisite action has been taken to make this Contract binding upon Seller. The person or persons executing and delivering this Agreement on behalf of Seller have been duly authorized to execute and deliver this Agreement and to take such other actions as may be necessary or appropriate to consummate the transactions contemplated by this Agreement.

15. **Real Estate Commissions.** Buyer and Seller are solely liable for any commissions due to their respective brokerage representation, if any.

16. **Exclusive.** Seller shall not rent, lease, sell, or enter into any such offer with any other party from the date of delivery of this Contract and until the Closing or termination of this Contract as provided herein.

17. **Attorney's Fees.** Both Parties agree that should either Party default in any of the covenants or agreements herein contained, the defaulting Party shall pay all costs and expenses, including a reasonable attorney's fee, which may arise or accrue from enforcing or terminating this Contract or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise.

18. **Entire Contract; Amendments.** This Contract together with its addenda, any attached exhibits, and Seller Disclosures, constitutes the entire Contract between the Parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or agreements between the Parties whether oral or written and whether made by either Party, or by anyone acting on behalf of either Party, all of which shall be deemed to be merged in this Contract and shall be of no further force or effect. No amendment, modification or change in this Contract shall be valid or binding unless reduced to writing and signed by all of the Parties.

19. **Risk of Loss.** All risk of loss to the Property, including physical damage or destruction to the Property or its improvements due to any cause except ordinary wear and tear and loss caused by a taking in eminent domain, shall be borne by Seller until the Closing.

20. **Assignment**. Buyer may transfer or assign this Contract and all rights created under this Contract to any person or entity, without the need for obtaining any consent or approval from Seller. In the event of assignment, this Contract shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto, and any entities resulting from the reorganization, consolidation or merger of either party hereto.

21. **Notices.** Any notices to be given hereunder shall be given by placing the notice or designation in the United States mail, certified or registered, properly stamped and addressed to the address shown below or such other address as the respective party may direct in writing to the other, or by personal delivery to such address by a party, or by a

delivery service which documents delivery, and such notice or designation shall be deemed to be received upon such placing in the mails or such delivery:

SELLER: Kent Hill
4329 Riverwalk Drive
Riverdale, Utah 84405

BUYER: Riverdale City
4600 S Weber River Drive
Riverdale, Utah 84405
Attention: Brandon Cooper

WITH A COPY TO: Riverdale City Attorney
4600 S Weber River Drive
Riverdale, Utah 84405

22. **Interpretation.** The provisions of this Contract shall be governed by and construed in accordance with the laws of the State of Utah. The section headings contained herein are for purposes of reference only and shall not limit, expand or otherwise affect the interpretation of any provision hereof. Whenever the context requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, any gender shall include the masculine, feminine and neuter gender, and the term "person" shall include any individual, firm, partnership, joint venture, corporation, trust, association or other entity or association or any combination thereof. For purposes of this Contract, any references to the term "days" shall mean calendar days, exclusive of legal holidays. If any provision of this Contract or the application thereof shall be invalid or unenforceable to any extent, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the extent permitted by applicable law.

23. **Possession.** Buyer shall be entitled to possession of the Property at the Closing Date unless otherwise specified herein.

24. **Binding Effect.** The provisions of this Contract shall bind and inure to the benefit of the Parties and their respective successors and assigns. The Parties hereby agree for themselves, and for their successors and assigns, to execute any instruments and to perform any act, which may be necessary or proper to carry out the purposes of this Contract.

25. **Procedure.** The Parties understand that the terms and conditions expressed herein shall require various procedural notices, approvals, hearings, and studies, and may require the approving action of the Riverdale City Redevelopment Agency and/or City Council. All terms and conditions expressed herein are subject to said approvals.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, each of the Parties has executed this Contract.

SELLER:

KENT HILL
an Individual

By: _____

BUYER:

RIVERDALE CITY,
a Utah political subdivision

By: _____
Braden Mitchell, Mayor

ATTEST:

_____
City Recorder

EXHIBIT A

to

Real Estate Purchase Contract

Legal Description of Property

ALL OF LOT 1R, PEACOCK RIDGE SUBDIVISION PRUD, RIVERDALE CITY, WEBER COUNTY, UTAH.

ALL OF LOT 2R, PEACOCK RIDGE SUBDIVISION PRUD, RIVERDALE CITY, WEBER COUNTY, UTAH.

ALL OF LOT 3R, PEACOCK RIDGE SUBDIVISION PRUD, RIVERDALE CITY, WEBER COUNTY, UTAH.

ALL OF LOT 4R, PEACOCK RIDGE SUBDIVISION PRUD, RIVERDALE CITY, WEBER COUNTY, UTAH.

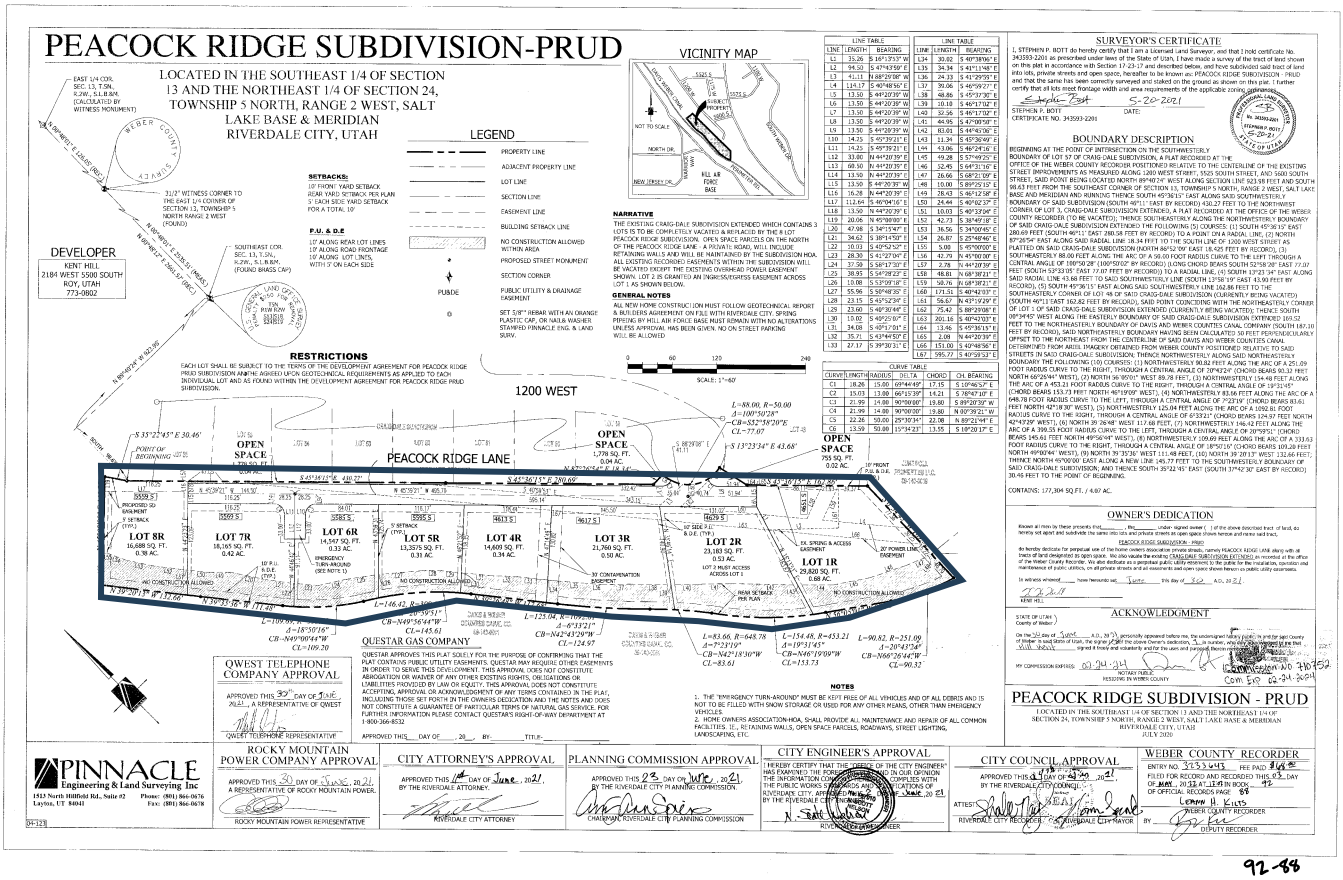
ALL OF LOT 5R, PEACOCK RIDGE SUBDIVISION PRUD, RIVERDALE CITY, WEBER COUNTY, UTAH.

ALL OF LOT 6R, PEACOCK RIDGE SUBDIVISION PRUD, RIVERDALE CITY, WEBER COUNTY, UTAH.

ALL OF LOT 7R, PEACOCK RIDGE SUBDIVISION PRUD, RIVERDALE CITY, WEBER COUNTY, UTAH.

ALL OF LOT 8R, PEACOCK RIDGE SUBDIVISION PRUD, RIVERDALE CITY, WEBER COUNTY, UTAH.

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RIVERDALE CITY
CITY COUNCIL AGENDA
August 20, 2024

AGENDA ITEM: G3

SUBJECT: **Consideration of Ordinance #986 notifying the public of a pending ordinance regarding residential short-term rentals.**

PRESENTER: Brandon Cooper, Community Development

INFORMATION:
a. Executive Summary
b. Ordinance #986

BACK TO AGENDA

TRANSMITTAL

Body:	City Council
Topic:	**Temporary Zoning Regulation** Short-Term Rentals
Department:	Community Development
Director:	Brandon Cooper
Staff/Presenter:	Brandon Cooper
Contact:	bcooper@riverdalecity.com

Executive Summary

A **temporary zoning ordinance**, also known as a temporary land use regulation or moratorium, is a zoning regulation that can be adopted by a local municipality for a limited time. These regulations can be put in place for a number of reasons, including emergency situations, compelling public interest, unregulated areas, and environmental impact studies.

Temporary regulations can prohibit all development or temporarily prohibit certain types of land uses or development. They can also regulate the construction, reconstruction, or alteration of any building or structure, or any subdivision approval. Temporary regulations can remain in effect for up to six months. In consideration of a temporary zoning regulation, the City Council is not required to have a recommendation from the Planning Commission or to hold a public hearing.

Background

Utah Code §§ 10-8-85.4(1)(c) defines a Short-Term Rental (**STR**) as a "*residential unit or any portion of a residential unit that the owner of record or the lessee of the residential unit offers for occupancy for fewer than 30 consecutive days*." [Short-Term Rentals are not to be confused with Internal Accessory Dwelling Units]

There has been significant interest in STR's over the last few years, with phone calls to the Community Development office increasing month to month. However, many of the concerns expressed by neighbors of STR's, local lodging owners, and permanent housing proponents are met with resistance by those who appreciate the extra income that can come from renting a STR in one's home and the thousands who enjoy the flexibility, privacy, and local flavor that staying in a STR provides.

The Riverdale Municipal Code currently does not regulate STR's in any zone.

The Utah Legislature has solidified the ability of local governments to regulate STR's, but as with other aspects of land use regulation, it can be complicated, and the law has been changing at each recent session. It is hoped that this outline will assist the City Council in better understanding the state code and how it relates to local attempts to manage this unique land use:

1. Relevant Law

a. Background.

i. Before 2008, communities rarely considered regulating STRs.

b. Definitions.

i. "Short-term rental" means a residential unit or any portion of a residential unit that the owner of record or the lessee of the residential unit offers for occupancy for fewer than 30 consecutive days.

ii. Entities can/should further define what an STR is and is not (e.g., An STR is not a hotel, motel, or B&B).

iii. "Dwellings" are not defined by Utah Code.

c. Current Statutory Regulations.

i. Cities and counties may not:

1. Prohibit an individual from "offering a short-term rental on a short-term rental website," and

2. "Punish an individual solely for the act of listing or offering a short-term rental on a short-term rental website."

ii. Cities may review an STR rental agreement "to verify compliance with the municipality's ordinance."

d. Future Statutory Regulations.

i. While the local government prohibitions listed above have not changed since its enactment in 2017, several bills have been proposed since then.

1. 2021 General Session

a. *SB 221 –* ***Pro STR Restriction***. Would allow cities to enforce ordinances that prohibit individuals from listing on a short-term rental website and to prosecute such cases unless the STR is located in a zone that allows STRs.

2. 2022 General Session

a. *HB 372 –* ***Pro STR Leniency***. Would prohibit cities from restricting "the act of renting a short-term rental if the owner of the short-term rental occupies the residential structure…" Would also prohibit the

use of tax revenue to enforce an ordinance prohibiting the act of renting the STR.

b. HB 462 – ***Pro STR Restriction***. Would repeal Utah Code §§ 10-8- 85.4 and 17-80-338.

3. 2023 General Session

a. HB 291 – ***Pro STR Leniency***. Would create a volunteer program that gave amnesty for illegal renters but increase transient room tax from 1% to 1.5%.

b. HB 496 – ***Pro STR Restriction***. Would require cities that allowed STRs to include additional regulations, such as required permits and sales tax license, designate local contact if the owner lives over 60 miles away, require STR classes, limit the number of people per home, and additional safety requirements.

2. STR Impacts

a. Positive Impacts.

i. Most people love staying in an STR.

ii. STRs provide a different experience than a typical hotel. For example, many STRs are located in residential neighborhoods that may be close to family, have better cooking facilities that allow you to cook at the home, and may have a secluded yard with a basketball court or hot tub.

iii. You can generally find STRs cheaper than a hotel.

iv. Money to the community, money to the homeowner, and money to the local entity.

v. Can provide unique development opportunities.

b. Negative Impacts.

i. Housing stock.

1. In 2021, there were 18,743 STRs in Utah, a 26% increase in just two years. STRs account for about 1.6% of Utah's total housing stock. However, in Summit County and Grand County, STRs account for 23.3% and 19.3% of their total housing stock, respectively.

2. Potential increase of rents, transaction prices, and posted prices

3. Studies have found that the effect of STR on housing prices is smaller than initial studies would suggest, localized in highly touristic areas, and most likely to affect up-market assets and renters. These effects certainly merit attention in their own right, but it is difficult to conclude that restricting STRs is an effective policy tool to address housing affordability, particular for low-income households

ii. Disrupts community fee
iii. Nuisance for neighbors (e.g., parking, traffic, noise, light, trash)

3. Regulating STRs.

a. No Municipal Regulations.

i. Brown v. Sandy City: The court found that Sandy ordinances did not plainly restrict and the court "must construe existing zoning ordinances strictly against the city." Accordingly, the court found that STRs were permitted.

ii. South Weber v. Cobblestone Resort: The court found that South Weber's ordinances did not expressly restrict STRs but nonetheless found that STRs were similar to "lodging," which was a prohibited use. Accordingly, the court found that STRs were prohibited.

iii. Ombudsman Opinions 257 & 258: The ombudsman found that Pine Valley ordinances did not expressly restrict STRs and also found that the use would not be considered a "lodge" or "bed and breakfast," which were expressly prohibited. Accordingly, the ombudsman found that STRs were permitted.

iv. **Takeaway:** Legal uncertainty exists when a local government does not expressly permit or prohibit STRs.

b. Local Regulations.

i. Zoning.

1. Cities are authorized to enact regulations it "considers necessary or appropriate for the use and development of land within the municipality."

2. Preserving the single-family nature of an area is a legitimate public concern.

3. Land use regulations have a presumption of validity.

ii. Permit.

c. Policy Considerations.

i. What type of community do we have?

1. Rural? Suburban? Metro? Destination?

ii. Do we want more people visiting your community?
iii. Do we have appropriate resources?
iv. What does the General Plan say?

TRANSMITTAL

The proposed temporary zoning ordinance would expressly restrict Short-Term Rentals in all residential zones and the A-1 zone. This regulation would be in effect for 180 days, in which time City staff, the Planning Commission, and the City Council would work together to create specific regulation that would be adopted as code.

Fiscal Impact

None

Requested Timeline:

City Council Meeting – August 20, 2024

Potential Actions:

Following the presentation and discussion of the **temporary zoning ordinance** proposal, the City Council may make:

1) a motion to **approve**
2) a motion to **table** the matter to a later date
3) a motion to **deny**

Staff Recommendation

Based on the increased interest in STR's and the lack of regulation in the Riverdale Municipal Code, staff recommends approval of the temporary zoning ordinance to allow time for a more detailed and comprehensive ordinance to be created.

Attachments

Temporary zoning ordinance - STR

ORDINANCE NO. 986

AN ORDINANCE NOTIFYING THE PUBLIC OF A PENDING ORDINANCE REGARDING ESTABLISHING GENERAL STANDARDS AND REQUIREMENTS FOR RESIDENTIAL SHORT-TERM RENTALS WHICH MAY INCLUDE BUT NOT BE LIMITED TO REQUIRING A SPECIAL USE PERMIT, LIMITING MAXIMUM RENTER OCCUPANCY DURING RENTAL PERIODS, AND LIMITING MAXIMUM NUMBER OF RESIDENTIAL SHORT-TERM RENTALS FOR EACH ZONE

WHEREAS, Section 10-9a-504 of the Utah Code permits a municipality, without prior consideration of or recommendation from the municipality's planning commission, to enact an ordinance establishing a temporary land use regulations for any part of a municipality if the legislative body makes a finding of a compelling, countervailing public interest; and

WHEREAS, the Riverdale City Council (the "Council") met in regular session on August 20, 2024, to consider, among other things, approving an ordinance notifying the public of a pending ordinance regarding establishing general standards and requirements for residential short-term rentals which may include but not be limited to requiring a special use permit, limiting maximum renter occupancy during rental periods, and limiting maximum number of residential short-term rentals for each zone; and

WHEREAS, City staff have recommended revisions to the Riverdale City Zoning Ordinance to establish general standards and requirements for residential short-term rentals which may include but not limited to requiring a special use permit, limiting maximum renter occupancy during rental periods, and limiting maximum number of residential short-term rentals for each zone; stating that a Short-Term-Rental operating in the RE-20, R-1-10, R-1-8, R-1-6, R-1.4.5, R-2, R-3, R-4, R-5 and A-1 does not accomplish the public purposes of Riverdale City, a Utah Municipal Corporation, in the areas of economic development, job creation, job preservation, or to enhance the safety, health, prosperity, moral wellbeing, peace, order, comfort, or the convenience of the inhabitants of Riverdale City; and

WHEREAS, the Council is authorized by Utah Code Ann.§10-9a-509(1)(a)(ii)(B) to initiate proceedings to amend its ordinances in a manner provided by local ordinance and before an application is submitted; and

WHEREAS, Utah Code Ann.§10-9a-509(1)(e) provides that the City shall process an application without regard to proceedings initiated to amend the municipality's ordinances as provided in Utah Code Ann.§10-9a-509(1)(a)(ii)(B) if 180 days have passed since the proceedings were initiated and the proceedings have not resulted in an enactment that prohibits approval of the application; and

WHEREAS, the Council has determined that based on staff recommendation that an ordinance establishing general standards and requirements for residential short-term rentals is needed; and

WHEREAS, the period needed to review and implement an ordinance establishing general standards and requirements for residential short-term rentals is within a period of one hundred eighty (180) days; and

WHEREAS, after careful consideration, the Council has determined to initiate proceedings to amend the Zoning Ordinance to establish general standards and requirements for residential short-term rentals which may include but not limited to requiring a special use permit, limiting maximum renter occupancy during rental periods, and limiting maximum number of residential short-term rentals for each zone; and

WHEREAS, the Council finds that this Ordinance constitutes formally initiated proceedings that satisfies the requirements Utah Code Ann. §10-9a-509 (1)(a)(ii)(B) and further finds that this Ordinance is in the best interest of the health, safety, and welfare of the City's residents.

NOW, THEREFORE, BE IT ORDAINED by the Council that the staff and Planning Commission initiate proceedings to amend the Zoning Ordinances to establish general standards and requirements for residential short-term rentals which may include but not limited to requiring a special use permit, limiting maximum renter occupancy during rental periods, and limiting maximum number of residential short-term rentals for each zone.

BE IT FURTHER ORDAINED that to protect the public health, safety, and welfare and to implement the planning and zoning objectives of the City, the Council hereby invokes the pending ordinance doctrine and/or Utah Code Ann. §10-9a-509 (1)(a)(ii)(B) and expressly formalizes its intentions to consider enactment of such ordinances and comprehensive amendments to the Zoning Ordinances to establish general standards and requirements for residential short-term rentals which may include but not be limited to requiring a special use permit, limiting maximum renter occupancy during rental periods, and limiting maximum number of residential short-term rentals for each zone.

BE IT FURTHER ORDAINED that except as provided below this ordinance prohibits or regulates land use approvals, erection, construction, reconstruction, extension, expansion, alteration, or operation of any residential short-term rental that, as of August 20, 2024, does not have a current business license issued by the City to operate a residential short-term rental; and

BE IT FURTHER ORDAINED that maintenance and/or repair to existing unlicensed residential short-term rentals is exempt from the prohibition and regulation provided herein.

PASSED, ADOPTED AND ORDERED POSTED this 20th day of August, 2024.

_____
Braden D. Mitchell, Mayor

Attest:

_____
Michelle Marigoni, City Recorder

VOTE:

Alan Arnold	____	Yes	____	No	____ Absent
Bart Stevens	____	Yes	____	No	____ Absent
Anne Hansen	____	Yes	____	No	____ Absent
Michael Richter	____	Yes	____	No	____ Absent
Stacey Haws	____	Yes	____	No	____ Absent

RIVERDALE CITY
CITY COUNCIL AGENDA
August 20, 2024

AGENDA ITEM: G4

SUBJECT: **Consideration of Ordinance #987 notifying the public of a pending ordinance regarding residential treatment facilities.**

PRESENTER: Brandon Cooper, Community Development

INFORMATION:
a. Executive Summary
b. Ordinance #987

BACK TO AGENDA

TRANSMITTAL

Body:	City Council
Topic:	**Temporary Zoning Regulation** Residential Treatment Centers
Department:	Community Development
Director:	Brandon Cooper
Staff/Presenter:	Brandon Cooper
Contact:	bcooper@riverdalecity.com

Executive Summary

A **temporary zoning ordinance**, also known as a temporary land use regulation or moratorium, is a zoning regulation that can be adopted by a local municipality for a limited time. These regulations can be put in place for a number of reasons, including emergency situations, compelling public interest, unregulated areas, and environmental impact studies.

Temporary regulations can prohibit all development or temporarily prohibit certain types of land uses or development. They can also regulate the construction, reconstruction, or alteration of any building or structure, or any subdivision approval. Temporary regulations can remain in effect for up to six months. In consideration of a temporary zoning regulation, the City Council is not required to have a recommendation from the Planning Commission or to hold a public hearing.

Background

Utah Code §§ 26B-2-101(41)(a) defines a Residential treatment facility as "*a 24-hour group living environment for four or more individuals unrelated to the owner or provider that offers room or board and specialized treatment, behavior modification, rehabilitation, discipline, emotional growth, or habilitation services for persons with emotional, psychological, developmental, or behavioral dysfunctions, impairments, or chemical dependencies.*"

"Residential treatment" does not include a:

(i) boarding school;

(ii) foster home; or

(iii) recovery residence.

TRANSMITTAL

The Riverdale Municipal Code currently does not regulate Residential Treatment Facilities in any zone.

The Utah Legislature has solidified the ability of local governments to regulate Residential Treatment Facilities, but as with other aspects of land use regulation, it can be nuanced.

The proposed temporary zoning ordinance would expressly restrict Residential Treatment Facilities for Persons with a Disability in all zones. This regulation would be in effect for 180 days, in which time City staff, the Planning Commission, and the City Council would initiate proceedings to amend the Zoning Ordinances to establish general standards and requirements for Residential Treatment Centers which may include, but not limited to, meeting the requirements of the zone in which it is located, parking requirements, design and landscaping requirements, and building code conformance.

Notwithstanding this temporary zoning ordinance, it is the intent of Riverdale City to regulate a residential facility for persons with a disability only to the extent allowed by:

(i) Title 57, Chapter 21, Utah Fair Housing Act, and applicable jurisprudence
(ii) The Fair Housing Amendments Act of 1988, 42 U.S.C. Section 3601 et seq. and applicable jurisprudence; and
(iii) Section 504, Rehabilitation Act of 1973, and applicable jurisprudence.

In accordance with the Fair Housing Amendments Act of 1988, 42 U.S.C. Section 3601 et seq., nothing in this temporary zoning ordinance, or future zoning ordinances that may be enacted by the Council, shall be interpreted to limit any reasonable accommodation necessary to allow occupancy of a residential facility for persons with a disability.

Fiscal Impact

None

Requested Timeline:

City Council Meeting – August 20, 2024

Potential Actions:

Following the presentation and discussion of the **temporary zoning ordinance** proposal, the City Council may make:

1) a motion to **approve**
2) a motion to **table** the matter to a later date
3) a motion to **deny**

TRANSMITTAL

Staff Recommendation

Based on the lack of regulation in the Riverdale Municipal Code, staff recommends approval of the temporary zoning ordinance to allow time for a more detailed and comprehensive ordinance to be created.

Attachments

Temporary zoning ordinance – Residential Treatment Facilities

ORDINANCE NO. 987

AN ORDINANCE NOTIFYING THE PUBLIC OF A PENDING ORDINANCE REGARDING ESTABLISHING GENERAL STANDARDS AND REQUIREMENTS FOR RESIDENTIAL TREATMENT FACILIITES FOR PERSONS WITH A DISABILITY WHICH MAY INCLUDE BUT NOT BE LIMITED TO MEETING THE REQUIREMENTS OF THE ZONE IN WHICH IT IS LOCATED, PARKING REQUIREMENTS, DESIGN AND LANDSCAPING REQUIREMENTS, BUILDING CODE CONFORMANCE, AND LIMITING MAXIMUM NUMBER OF RESIDENTIAL TREATMENT FACILIITES FOR EACH ZONE

WHEREAS, Section 10-9a-504 of the Utah Code permits a municipality, without prior consideration of or recommendation from the municipality's planning commission, to enact an ordinance establishing a temporary land use regulations for any part of a municipality if the legislative body makes a finding of a compelling, countervailing public interest; and

WHEREAS, the Riverdale City Council (the "**Council**") met in regular session on August 20, 2024, to consider, among other things, approving an ordinance notifying the public of a pending ordinance regarding establishing general standards and requirements for Residential Treatment Facilities for Persons with a Disability, which may include but not be limited to, meeting the requirements of the zone in which it is located, parking requirements, design and landscaping requirements, building code conformance, and limiting maximum number of Residential Treatment Facilities for each zone; and

WHEREAS, City staff have recommended revisions to the Riverdale City Zoning Ordinance to establish general standards and requirements for Residential Treatment Facilities for Persons with a Disability which may include but not limited to, meeting the requirements of the zone in which it is located, parking requirements, design and landscaping requirements, building code conformance, and limiting maximum number of Residential Treatment Facilities for each zone; stating that a Residential Treatment Facilities for Persons with Disabilities operating in the RE-20, R-1-10, R-1-8, R-1-6, R-1.4.5, R-2, R-3, R-4, R-5 and A-1 does not accomplish the public purposes of Riverdale City, a Utah Municipal Corporation, in the areas of economic development, job creation, job preservation, or to enhance the safety, health, prosperity, moral wellbeing, peace, order, comfort, or the convenience of the inhabitants of Riverdale City; and

WHEREAS, the Council is authorized by Utah Code Ann.§10-9a-509(1)(a)(ii)(B) to initiate proceedings to amend its ordinances in a manner provided by local ordinance and before an application is submitted; and

WHEREAS, Utah Code Ann.§10-9a-509(1)(e) provides that the City shall process an application without regard to proceedings initiated to amend the municipality's ordinances as provided in Utah Code Ann.§10-9a-509(1)(a)(ii)(B) if 180 days have passed since the proceedings were initiated and the proceedings have not resulted in an enactment that prohibits approval of the application; and

WHEREAS, the Council has determined that based on staff recommendation that an ordinance establishing general standards and requirements for Residential Treatment Facilities for Persons with Disabilities is needed; and

WHEREAS, the period needed to review and implement an ordinance establishing general standards and requirements for Residential Treatment Facilities for Persons with Disabilities is within a period of one hundred eighty (180) days; and

WHEREAS, after careful consideration, the Council has determined to initiate proceedings to amend the

Zoning Ordinance to establish general standards and requirements for Residential Treatment Facilities for Persons with a Disability which may include, but not limited to, meeting the requirements of the zone in which it is located, parking requirements, design and landscaping requirements, building code conformance, and limiting maximum number of Residential Treatment Facilities for each zone; and

WHEREAS the Council finds that this Ordinance constitutes formally initiated proceedings that satisfies the requirements Utah Code Ann. §10-9a-509 (1)(a)(ii)(B) and further finds that this Ordinance is in the best interest of the health, safety, and welfare of the City's residents.

NOW, THEREFORE, BE IT ORDAINED by the Council that the staff and Planning Commission initiate proceedings to amend the Zoning Ordinances to establish general standards and requirements for Residential Treatment Facilities for Persons with a Disability which may include, but not limited to, meeting the requirements of the zone in which it is located, parking requirements, design and landscaping requirements, building code conformance, and limiting maximum number of Residential Treatment Facilities for each zone.

BE IT FURTHER ORDAINED that to protect the public health, safety, and welfare and to implement the planning and zoning objectives of the City, the Council hereby invokes the pending ordinance doctrine and/or Utah Code Ann. §10-9a-509 (1)(a)(ii)(B) and expressly formalizes its intentions to consider enactment of such ordinances and comprehensive amendments to the Zoning Ordinances to establish general standards and requirements for of Residential Treatment Facilities which may include but not be limited to, meeting the requirements of the zone in which it is located, parking requirements, design and landscaping requirements, building code conformance, and limiting maximum number of Residential Treatment Facilities for each zone.

BE IT FURTHER ORDAINED that except as provided below this ordinance prohibits or regulates land use approvals, erection, construction, reconstruction, extension, expansion, alteration, or operation of any of Residential Treatment Facilities for Persons with a Disability that, as of August 20, 2024, does not have a current business license issued by the City to operate a Residential Treatment Facilities for Persons with a Disability; and

BE IT FURTHER ORDAINED that maintenance and/or repair to existing unlicensed of Residential Treatment Facilities is exempt from the prohibition and regulation provided herein.

PASSED, ADOPTED AND ORDERED POSTED this 20th day of August, 2024.

_____
Braden D. Mitchell, Mayor

Attest:

_____
Michelle Marigoni, City Recorder

VOTE:

Alan Arnold	____	Yes	____	No	____	Absent
Bart Stevens	____	Yes	____	No	____	Absent
Anne Hansen	____	Yes	____	No	____	Absent
Michael Richter	____	Yes	____	No	____	Absent
Stacey Haws	____	Yes	____	No	____	Absent