



**RIVERTON CITY
REGULAR CITY COUNCIL MEETING
AGENDA**

November 11, 2014

Notice is hereby given that the Riverton City Council will hold a **Regular City Council Meeting** beginning at **5:30 p.m. to 6:30 p.m.** on **November 11, 2014** at Riverton City Hall, located at 12830 South 1700 West, Riverton, Utah.

1. GENERAL BUSINESS

1. Call to Order and Roll Call
2. Pledge of Allegiance
3. Presentations/Reports
 1. Recognition of Boy Scouts
4. Public Comments

2. PUBLIC HEARINGS – *There are no Public Hearings scheduled.*

3. DISCUSSION/ACTION ITEMS

1. **Resolution No. 14-67** - Acknowledging receipt and expressing support of the 2015 Tentative Budget of the Salt Lake Valley Law Enforcement Service Area and the Law Enforcement Service Plan for the areas within the Salt Lake Valley Law Enforcement Service Area – *Ryan Carter, City Attorney*
2. **Resolution No. 14-68** - Approving the execution of an Interlocal Cooperation Agreement between Riverton City and The Jordan River Commission - *Ryan Carter, City Attorney*

4. CONSENT AGENDA

1. **Minutes:** RCCM 10-21-14
2. **Bond Releases:** N/A
3. **Ratification of Ordinance No. 14-18** – Amending Sections 18.85.090 18.187.10, and 18.187.20, including ‘Title Loan’ Businesses in the current ordinances regulating Check Cashing Businesses, revisions proposed by Riverton City – *Jason Lethbridge*
4. **Resolution No. 14-69** - Ratifying the purchase of Picnic Tables and Park Benches from Sonntag Recreation that are to be installed at the Main City Park – *Craig Calvert*
5. **Resolution No. 14-70** - Authorizing the City to purchase Parcel 27-30-152-001 of the Harvest Creek Subdivision – *Trace Robinson*
6. **Ordinance No. 14-22** – Vacating a portion of a public street known as 1500 West in Riverton City, Utah – *Jason Lethbridge*

5. STAFF REPORTS

1. Lance Blackwood, City Manager
2. Safety Training – *Ryan Carter, City Attorney*

6. ELECTED OFFICIAL REPORTS

1. Mayor Bill Applegarth
2. Council Member Brent Johnson
3. Council Member Trent Staggs

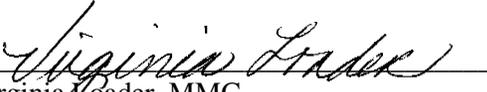
4. Council Member Sheldon Stewart
5. Council Member Tricia Tingey
6. Council Member Paul Wayman

7. UPCOMING MEETINGS

1. November 18, 2014 – 5:00-9:00 p.m. – 2nd City-wide Open House re. Water Option –
City Hall
2. December 2, 2014 - 6:30 p.m. – Regular City Council Meeting
3. December 16, 2014 – 6:30 p.m. – Regular City Council Meeting
4. January 6, 2015 – 6:30 p.m. – Regular City Council Meeting

8. ADJOURN – 6:30 p.m.

Dated this 6th day of November 2014


Virginia Loader, MMC
Recorder

Public Comment Procedure

At each Regular City Council Meeting any person wishing to comment on any item not otherwise on the Agenda may address the Governing Body during the Public Comment period. The comment period is limited to 30 minutes. Any person wishing to comment shall limit their comments to no more than three (3) minutes, unless additional time is authorized by the Mayor. Citizen groups will be asked to appoint a spokesperson, who shall limit their comments to no more than five (5) minutes. All comments shall be directed to the Mayor and City Council. No person addressing the Governing Body during the comment period shall be allowed to comment more than once during that comment period. Speakers should not expect any debate or dialogue with the Mayor, City Council or City Staff during the meeting.

The City Office is an accessible facility. Individuals needing special accommodations or assistance during this meeting shall notify the City Recorder's Office at 801-208-3126, at least two business days in advance of the meeting. Accessible parking and entrance are located on the south end of the building with elevator access to the City Council Chambers located on the second floor.

Certificate of Posting

I, Virginia Loader, the duly appointed and acting Recorder for Riverton City certify that, at least 24 hours prior to such meeting, the foregoing City Council Agenda was emailed to the Salt Lake Tribune, Deseret News and the South Valley Journal. A copy of the Agenda was also posted in the City Hall Lobby, on the City's Website at www.rivertoncity.com, and on the Utah Public Meeting Notice Website at <http://pmn.utah.gov>.

Dated this 6th day of November 2014

Virginia Loader
Recorder



Issue Paper

Item No. 3.1

Presenter/Submitted By:	Ryan Carter, City Attorney	
Subject: Acknowledging receipt and expressing support of the 2015 Tentative Budget of the Salt Lake Valley Law Enforcement Service Area and the Law Enforcement Service Plan for the areas within the Salt Lake Valley Law Enforcement Service Area	Meeting Date: November 11, 2014	
	Fiscal Impact: N/A	
	Funding Source: N/A	
Background: As the Salt Lake Valley Law Enforcement Service Area moves forward, SLVLESA Board members would like to share its tentative 2015 budget with the Riverton City Council. Utah State Law 17B- 2a-903 requires that SLVLESA obtain the prior consent of the municipal councils represented by SLVLESA prior to implementing a property tax adjustment. The Board is not anticipating a property tax increase for 2015, so SLVLESA is not asking the Riverton City Council to approve its tax levy or certified tax rate. Rather, the SLVLESA board seeks support of the SLVLESA 2015 budget as a part of SLVLESA's ongoing commitment to openness and transparency.		
Recommendation: Approve Resolution No. 14-67 - acknowledging receipt and expressing support of the 2015 Tentative Budget of the Salt Lake Valley Law Enforcement Service Area and the Law Enforcement Service Plan for the areas within the Salt Lake Valley Law Enforcement Service Area.		
Recommended Motion: "I move the City Council approve <u>Resolution No. 14-67</u> - Acknowledging receipt and expressing support of the 2015 Tentative Budget of the Salt Lake Valley Law Enforcement Service Area and the Law Enforcement Service Plan for the areas within the Salt Lake Valley Law Enforcement Service Area."		

RIVERTON CITY, UTAH
RESOLUTION NO. 14-67

A RESOLUTION ACKNOWLEDGING RECEIPT AND EXPRESSING SUPPORT OF THE 2015 TENTATIVE BUDGET OF THE SALT LAKE VALLEY LAW ENFORCEMENT SERVICE AREA AND THE LAW ENFORCEMENT SERVICE PLAN FOR THE AREAS WITHIN THE SALT LAKE VALLEY LAW ENFORCEMENT SERVICE AREA

WHEREAS, the Salt Lake Valley Law Enforcement Service Area (“SLVLESA”) has proposed a 2015 law enforcement budget to fund the acquisition of law enforcement services throughout the area within SLVLESA; and,

WHEREAS, the Board of Trustees desires that Salt Lake County, on behalf of the unincorporated areas of Salt Lake County, Riverton and Herriman provide input to the SLVLESA Board of Trustees regarding the proposed budget and the law enforcement service plan purchased from the Unified Police Department with the budgeted funds; and,

WHEREAS, the Mayor and Council of Riverton City have received and reviewed the proposed budget and law enforcement service plan for SLVLESA including the budgetary level, the allocation of resources, and the appropriation to ongoing fund balance proposed in the SLVLESA tentative budget; and

WHEREAS, the Riverton City Council desire to convey its support for the 2015 SLVLESA budget and law enforcement service plan for the SLVLESA area, including the areas within the boundaries of the City of Riverton.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF RIVERTON CITY AS FOLLOWS:

1. The Riverton City Council hereby approves the 2015 SLVLESA budget and law enforcement service plan including the budgetary level, the allocation of resources, and the appropriation to ongoing fund balance proposed in the SLVLESA tentative budget

PASSED AND ADOPTED by the City Council of Riverton, Utah, on this 11th day of November, 2014, by the following vote:

Council Member Brent Johnson	_____ Yes	_____ No
Council Member Sheldon Stewart	_____ Yes	_____ No
Council Member Trent Staggs	_____ Yes	_____ No
Council Member Tricia Tingey	_____ Yes	_____ No
Council Member Paul Wayman	_____ Yes	_____ No

RIVERTON CITY

[SEAL]

ATTEST:

Bill Applegarth, Mayor

Virginia Loader, MMC
Recorder



October 28, 2014

Honorable Mayor Bill Applegarth
And Members of the Riverton City Council
12830 S. Redwood Road
Riverton, Utah 84065

Mayor Applegarth and City Council Members:

I apologize for missing your Council meeting on November 11 as I will be training newly-elected County officials in St. George. You know it has been my practice to make every effort to attend sessions where the SLVLESA budget is discussed by your Council and I will be available via telephone. My sincere thanks are extended to Councilman Staggs for being the face of SLVLESA at your Council meeting.

Your Board packets include the 2015 Tentative Budget that was adopted by the SLVLESA Board on October 16. The 2015 tentative budget does not include a property tax increase and the SLVLESA Board adopted a budget calendar that does not include notice of a potential property tax increase. The 2015 tentative budget will be the subject of a public hearing on Thursday, December 18 at 10:00 a.m. and a final budget is scheduled to be adopted by the SLVLESA Board that day.

The 2015 Tentative Budget maintains existing staffing in all SLVLESA precincts, including the positions that were provided for Riverton and Herriman so we can end the practice of sharing Sergeants for supervision with the Kearns precinct. The tentative budget also funds the conversion of a Sergeant position to Lieutenant so that the Riverton precinct can have a dedicated Executive Officer position as second in command to Chief Norton. Finally, the tentative budget fully funds the compensation package approved by the UPD Board of Directors, thereby providing a one-step (2.75%) and COLA (1%) increase to all eligible UPD personnel. Because a large number of UPD sworn employees are topped out, the average increase per employee is 2.25%.

The 2015 tentative SLVLESA budget includes a budgeted draw-down of fund balance of \$832,000. This draw down can potentially be avoided if centrally assessed property values increase in 2015. However, Salt Lake County's preliminary analysis suggests that mining revenues may decrease in 2015, so the SLVLESA Board did not feel comfortable projecting new growth in the centrally assessed property tax budget.

The 2015 tentative budget does include a projection of \$600,000 in real property new growth revenue. This equals the real property new growth experienced in 2014. The SLVLESA Board is aware that spending this new revenue to simply maintain existing staffing levels actually results in a modest service level reduction throughout the Service Area because the new homes and businesses that have been constructed within the Service Area that result in the new growth revenue require law enforcement services. However, the Board opted to forgo a 2015 property tax increase, but may look to an increase in 2016 or 2017 to help maintain the high quality services of the UPD throughout the Service Area.

Best regards,

A handwritten signature in black ink that reads "Hirono C. Nakamura".

3365 South 900 West, Suite 121 ★ SALT LAKE CITY, UTAH 84119 ★ ph: (385) 468-9888 ★ fax: (385) 468-9889 ★ SLVLESA.org

Jim Bradley
Chair, Salt Lake County Council Member

Michael Jensen
Salt Lake County Council Member

Ben McAdams
Salt Lake County Mayor

Trent Staggs
Riverton City Council Member

Carmen Freeman
Herriman City Mayor



Board Meeting Date: October 16, 2014

Agenda Items SLVLESA 3
Adoption of 2015 Tentative Budget

Request

Adopt a motion approving a tentative budget for 2015.

2015 Tentative Budget

During the 2014 midyear budget adjustment, the SLVLESA Board added new positions to the Riverton and Herriman precincts and added funds to the Millcreek precinct to cover overtime for community events.

The 2015 Tentative Budget maintains funding for all of these and anticipates that the Millcreek precinct will keep one officer position from the three precinct-dedicated officers that normally would be shifted to Holladay City as a result of the Olympus Hills Annexation. The ongoing cost to SLVLESA to maintain this officer position is \$102,133.

With the inclusion of the midyear adjustment positions and the Millcreek position, the 2015 Tentative Budget maintains the existing funded staffing level for SLVLESA.

Staffing Level vs. Service Level

While the Tentative 2015 budget maintains the staffing level of SLVLESA, the Board will need to monitor the Service Area's overall service level. In 2014 and 2015, new growth revenues were used to maintain the existing staffing levels. Arguably the service levels will decrease overtime if new growth revenues are used to maintain existing staff rather than being allocated to maintain existing service levels. As the economy continues to recover and new growth is experienced throughout the service area, the Board should begin to earmark new growth revenues to maintain service levels rather than to simply maintain existing staffing levels. Absent a proactive approach regarding dedication of new growth revenues, the Service Area's staffing ratio will begin to decline over time.

2015 Tentative Revenue:

Source	Projected 2015 Revenue	Change from 2014 Adjusted
Property Tax	\$29,788,695	150,000
Judgment Levy	0	(\$137,722)
Fee in Lieu	1,450,000	0
TRANS	21,000,000	0
Interest	45,000	0
Contribution from fund balance	\$832,697	\$937,118*
Total	\$53,116,392	949,396

*in 2014 SLVLESA budgeted a \$104,421 contribution to fund balance. The 2015 budget anticipates no contribution and a drawdown of \$832,697.

Revenue Analysis

Property taxes are projected to remain relatively flat. While staff projected 2% new growth (\$600,000), much of the new growth is offset by the loss of revenue from 2014 annexations (\$450,000). In 2014, combined new growth (real property and centrally assessed) totaled \$1.3 million. Staff remains hopeful that 2015 new growth will mirror 2014, yet we are uncomfortable budgeting that level based on the proportion of 2014 new growth that was directly related to centrally assessed valuations.

The 2015 Tentative Budget does not include judgment levy revenue. If staff is notified that SLVLESA is entitled to judgment levy revenue, we will include the revenue in the final budget.

Finally, for the 2015 final budget, staff may recommend increasing the impact of annexations on Service Area property tax revenue if additional city-initiated annexations are filed.

2014 Expenses:

Item	Projected Expense	Change from 2013
2014-15 Contract Expenses	\$31,531,167	\$974,727
Professional Services	250,000	0
Precinct Lease Savings	(33,000)	(16,500)
Precinct Debt Service	85,225	(25,331)
TRANS	21,000,000	0
TRANS Interest	250,000	0
Contribution to Fund Balance	0	0
Total	\$53,116,392	932,896

Expense Analysis

UPD Contract Expenditures

The UPD Contract Expenses budgeted for SLVLESA for 2014-15 is \$31,531,167 and represent a \$974,727 (3.2%) increase over the 2014 expenditures. This increase is not the 4% projected as a result of the annexation of Olympus Hills to Holladay City and the related transfer of \$435,000 in expenses from SLVLESA to Holladay City. The budgeted increase includes the compensation package budgeted by the UPD and also includes full-year funding for the 2014 midyear staffing additions for the Riverton and Herriman precincts. Finally, the proposed increase includes 1.0 FTE Officer Position for the Millcreek precinct that was scheduled to transfer to Holladay City as a result of the Olympus Hills annexation. The Board approved this inclusion in the budget during its August meeting.

Professional Fees, Public Information, and Other Expenses

This budget will not change in 2015. The budget includes funding for two contract legislative lobbyists, legal counsel, service area administration, and the public relations contract.

TRANS and Related Interest

The budgeted TRANS borrowing in 2015 is \$21,000,000. Until the fund balance of SLVLESA builds, SLVLESA cannot decrease its reliance on TRANS to assist with cash flow. SLVLESA continues to benefit from historic low interest rates. TRANS interest is budgeted at \$250,000 for 2015. Our actual borrowing in 2014 was \$15,250,000 and, as a result, our actual interest expenditures will fall below the budgeted level.

Precinct Lease Savings and Precinct Debt Service

The 2015 expense budget includes full savings from the Riverton precinct lease because the current lease will be cancelled by the end of 2014. The debt service schedule approved by the Board anticipates payments of \$85,225 in 2015, 2016, and 2017. This is \$25,000 less than the \$110,000 paid in 2014. Beginning in 2018, the repayment schedule will increase to approximately \$148,000 per year.

Fund Balance

The 2015 Tentative Budget projects an \$832,697 draw down of fund balance. This draw down may be lessened if 2015 new growth and related property tax revenues exceed budgeted expectations. Future fund balance projections, based on 3% revenue and 4% expense growth projections are as follows:

Year	Fund Balance	% of UPD Dues Expenditures	UPD Expenses
2015 Beginning	\$ 5,359,886	17%	\$ 31,531,167
Ending	\$ 4,716,322	15%	
2016 Beginning	\$ 4,716,322	14%	\$ 32,792,414
Ending	\$ 3,687,262	11%	
2017 Beginning	\$ 3,687,262	11%	\$ 34,104,110
Ending	\$ 2,710,824	8%	
2018 Beginning	\$ 2,710,824	8%	\$ 35,468,275
Ending	\$ 1,383,551	4%	

Conclusion

The SLVLESA Board should adopt the 2015 Tentative Budget.

#

**Outline of SLVLESA Adopted Budget
October 16, 2014**

<u>Budget Outline</u>	No Tax Increase	June	No Tax Increase	Change
<u>Revenues</u>	<u>Adopted 2014 Budget</u>	<u>Adjusted 2014 Budget</u>	<u>Tentative 2015 Budget</u>	<u>2014 June To 2015</u>
<u>Contribution by Salt Lake County MSF (Includes \$500k for Fee Reduction)</u>				
Fund Balance Contributions (County MSF, Riverton, Herriman)				
Property Taxes (base)	28,269,245	28,269,245	29,638,695	-
Property Tax Increase				
Property Tax New Growth	300,000	1,369,450	600,000	600,000
Property Tax Reduction per Holladay Annexation			(450,000)	
Judgement Levy	92,555	137,722		(137,722)
Fee in Lieu of	1,450,000	1,450,000	1,450,000	-
TRANS Revenue	21,000,000	21,000,000	21,000,000	-
<u>Interest</u>	45,000	45,000	45,000	-
Contribution From Fund Balance	1,024,566		832,697	832,697
<u>Total Revenues</u>	52,181,366	52,271,417	53,116,392	1,294,975
<u>Expenses</u>				
<u>Contract Base (Crossing Guards, Lobbyist, Balance of June changes)</u>				
Precinct Lease Savings	(16,500)	-	(33,000)	33,000
Reduction per Holladay Annexation			(435,000)	
Addition per 1 Officer from Holladay Annexation			102,133	
Total Contract Costs	30,587,310	30,556,440	31,897,034	(1,340,594)
<u>One Time Fund Balance Transfers</u>				
<u>Fee Collections & Related Costs</u>				
Total Fee Collection & Related Costs				
<u>Professional Fees</u>				
External Auditor				
County Support				
UPD Support				
Legal Fees				
Total Professional Fees	250,000	250,000	250,000	-
Riverton Bond Payment	110,556	110,556	85,225	25,331
Other Bond Payments				
<u>Other Expenses</u>				
TRANS	21,000,000	21,000,000	21,000,000	-
TRANS Interest	250,000	250,000	250,000	-
Contribution to Fund Balance		104,421		104,421
Total Expenses	52,181,366	52,271,417	53,116,392	(1,177,842)
<u>Fund Balance Projection</u>				
Projected Beginning Fund Balance	5,255,465	5,255,465	5,359,886	104,421
Contribution to Fund Balance (Revenues greater than Expenses)	(1,024,566)	104,421	(832,697)	(937,118)
Projected Ending Fund Balance	4,230,899	5,359,886	4,527,189	(832,697)



Issue Paper

Item No. 3.2

Presenter/Submitted By:	Ryan Carter, City Attorney	
Subject: Approve a Resolution authorizing the execution of an Interlocal Cooperation Agreement with the Jordan River Commission	Meeting Date: November 11, 2014	
	Fiscal Impact:	
	Funding Source:	
Background: <p>The Jordan River Commission (the “Commission”) is an interlocal entity which now consists of approximately 30 members, including Salt Lake City, Salt Lake County, Sandy City, West Jordan City, West Valley City, the Governor of the state of Utah, and the Jordan Valley Water Conservancy District. Each member is also entitled to a membership seat on the Governing Board of the Commission, and each member is entitled to one vote on the official business which comes before the Board. The Governing Board is supported by the technical expertise from over 40 different offices, which include engineering firms, planning departments and the Utah Division of Water Resources.</p> <p>In addition to the aforementioned governmental entities, membership includes a number of nongovernmental entities which include for-profit corporations and businesses. These nongovernmental entities are entitled to the same membership on the Governing Board (and associated voting rights), which creates a legal problem within the structure of the Interlocal Agreement itself. This issue will be discussed further below.</p> <p>The stated objective is of the Commission to restore and protect the Jordan River from Utah Lake to the Great Salt Lake, using “an implementation plan to turn the neglected river corridor into a defining amenity for our region.” The implementation plan is named the Blueprint Jordan River (“Blueprint”). The Blueprint was completed in December of 2008, following a series of public meetings which garnered the input of approximately 3,000 residents and local technical experts.</p> <p>The Commission and its Blueprint is intended to capture the collective imagination of residents and to build an appreciation for the important environmental, social, and economic role the river has played and can play in our region. The Blueprint conveys what it describes as “Big Ideas” that are possible for the Jordan River and lays out a framework for how those may be implemented over the coming decades.</p>		

The stated objectives, or “Big Ideas” of the Blueprint include:

- Contiguous Lake-to-Lake Blue-Green Trail – completing the approximately 45-mile Jordan River Parkway trail and removing obstacles to boating the entire river corridor
- Open Space Preservation and a 20-mile Linear Nature Preserve
- Regional and Neighborhood River Centers – mixed-use villages at developed areas that may include housing, restaurants, river-oriented shops, and small offices
- Enhanced Regional Access – tying the Parkway to transit, bicycle routes, and improved parking
- Environmental Education

The District has also created a guidebook of best management practices which it encourages its members to adopt as a means to achieving the “big ideas” described in the Commission’s Blueprint. These best management practices include land use ordinances which protect habitat within specified distances from the banks of the Jordan River.

Membership also includes annual payment of a membership fee, which is established according to a formula to be determined by the Commission’s Governing Board. Riverton City’s membership fee would equal an amount less than \$5,000.00. the fee for Riverton City

The enclosed agreement was formulated under the statutory framework of the Interlocal Cooperation Act, Utah Code, Title 11, Chapter 13. The Interlocal Cooperation Act rests on the premise that “Any power, privilege, or authority exercised or capable of exercise by a **Utah public agency** may be exercised and enjoyed jointly with any other **Utah public agency** having the power, privilege, or authority.” Utah Code Ann. § 11-13-201 [Emphasis added]. The Interlocal Cooperation Act defines a Public Agency to mean: **(a)** a city, town, county, school district, local district, special service district, or other political subdivision of the state; **(b)** the state or any department, division, or agency of the state; **(c)** any agency of the United States; **(d)** any political subdivision or agency of another state or the District of Columbia Utah Code Ann. § 11-13-103.

The Interlocal Cooperation Act does not define a Public Agency to include a number of the “ex officio” members who are presently members of the Governing Board. This presence of “ex officio” members on the Governing Board means that governmental entities are sharing their respective powers with nongovernmental entities through the execution of the enclosed Interlocal Agreement, the joint decision making of Governing Board members, and through the day to day operations of the Commission. This is a legal flaw to the agreement because the Interlocal Cooperation Act does not authorize public agencies to jointly exercise their statutory powers with nonpublic agencies under the Interlocal Cooperation Act. However, when viewed as a voting bloc of the overall membership on the Governing Board (which they may not be), the “ex officio” members amount to a total of ten members on a 30-member Governing Board (31 if Riverton City is included). It is also true that upon dissolution of the entity, any assets or properties held by the Commission are to be distributed equitably among board members. Thus “ex officio” members may receive a distribution of real property which was purchased solely with taxpayer funds.

Any decision of the Governing Board likely won’t be rendered unenforceable, assuming it is challenged as ultra vires, unless the votes of some or all of the “ex officio” members serve as a tipping point for any Board decision. Any time a decision is rendered by majority of the Governing Board without counting the votes of the “ex officio” members, said decision may not be challenged on ultra vires grounds. Also, the Interlocal Agreement requires the

Commission to indemnify and defend Riverton City against any suits brought against the Commission.

Although the Agreement shall remain in effect for a term of 50 years from the year 2010, Riverton City may withdraw from the Commission, "if the governing body of the Member gives written notice of its intent to withdraw from the Governing Board of the Jordan River Commission not less than thirty days after the annual budget and dues structure is established for the following fiscal year." It appears the agreement should read "not less than thirty days before" the annual budget and dues structure is established for the following fiscal year. Nonetheless, Riverton City can withdraw from the agreement before it formally expires if it is dissatisfied with the Governing Board's decision-making.

Recommendation:

Staff has no recommendation as to whether the Riverton City Council ought to approve a Resolution authorizing the execution of an Interlocal Cooperation Agreement with the Jordan River Commission and associated members as described in the Agreement.

Recommended Motion:

"I move that the Riverton City Council approve Resolution No. 14-68 - Authorizing the execution of the Interlocal Cooperation Agreement between the Jordan River Commission and its associated members, as identified in the Council Packet."

RIVERTON CITY, UTAH
RESOLUTION NO. 14-68

**A RESOLUTION APPROVING THE EXECUTION OF AN INTERLOCAL
COOPERATION AGREEMENT BETWEEN RIVERTON CITY AND THE JORDAN
RIVER COMMISSION**

WHEREAS, UTAH CODE ANN. § 11-13-202 provides that any two or more public agencies may enter into an agreement with one another for joint or cooperative actions; and

WHEREAS, the Jordan River Commission (the “Commission”) is an interlocal entity and a public agency as defined by UTAH CODE ANN. § 11-13-103; and

WHEREAS, the stated objective of the Commission is to restore and protect the Jordan River from Utah Lake to the Great Salt Lake using an implementation plan to turn the river corridor into a defining amenity for our region. The implementation plan is named the “Blueprint Jordan River; and

WHEREAS, Riverton City and the Commission desire to enter into an Interlocal Cooperation Agreement (the “Agreement”) whereby Riverton City will be included among more than 30 other entities as a member of the Commission with voting rights on its governing board; and

WHEREAS, Riverton City and the Commission believe that the mutual goal to restore and protect the Jordan River can be furthered by meaningful collaboration among the parties involved in order to reach a consensus on matters which affect the Jordan River; and

WHEREAS, the City Council of Riverton City does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of Riverton City to approve the Agreement.

NOW THEREFORE BE IT RESOLVED by the Governing Body of Riverton City as follows:

1. The Interlocal Cooperation Agreement is hereby approved, and the Mayor is authorized to execute the Agreement upon verification that the Agreement has been approved as to legal form by the City Attorney.
2. This resolution shall take effect upon passing.

PASSED AND ADOPTED by the City Council of Riverton, Utah, and this _____ day of November 2014 by the following vote:

Council Member Brent Johnson	_____ Yes	_____ No
Council Member Trent Staggs	_____ Yes	_____ No
Council Member Sheldon Stewart	_____ Yes	_____ No
Council Member Trish Tingey	_____ Yes	_____ No
Council Member Paul Wayman	_____ Yes	_____ No

RIVERTON CITY

[SEAL]

Bill Applegarth, Mayor

ATTEST:

**Virginia Loader, MMC
Recorder**

INTERLOCAL COOPERATION AGREEMENT

ESTABLISHING THE

JORDAN RIVER COMMISSION

THIS INTERLOCAL COOPERATION AGREEMENT (hereinafter “Agreement”) is made and entered into as of the _____ day of _____, 2010, by and between the signatories to this Agreement. The signatories to this Agreement are “public agencies” as defined in the Utah Interlocal Cooperation Act, and are hereinafter referred to collectively as “Members” or “Parties” and individually as “Member” or “Party.”

WITNESSETH:

WHEREAS, pursuant to the provisions of the Utah Interlocal Cooperation Act (the “Interlocal Cooperation Act”), Title 11, Chapter 13, Utah Code Annotated (the “Utah Code”), public agencies are authorized to enter into mutually advantageous agreements for joint or cooperative action; and

WHEREAS, the Parties to this Agreement believe the Jordan River is one of Utah’s great natural treasures and that cooperative action through the creation of a Jordan River Commission (the “Commission”) would promote protection of the river in keeping with the Public Trust Doctrine, facilitate orderly planning and development in lands and waters adjacent to the river or impacting the quality of waters flowing into the river while protecting an individual jurisdiction’s ability to govern its own area, and assist in the formulation and implementation of comprehensive plans for the management, protection and preservation of the river; and

WHEREAS, the Parties to this Agreement have respectively received appropriate authority to participate, as described herein, in a new Utah interlocal entity to be known as the Jordan River Commission; and

WHEREAS, Envision Utah, after extensive public hearings and public involvement, has developed a document titled “Blueprint Jordan River” which sets forth guiding principles and goals developed through a public process for protecting the Jordan River and developing it as a community resource for the citizens of the counties and cities through which it passes; and

WHEREAS, the Commission will be responsible for developing broad-based support for Blueprint Jordan River and fostering the involvement of federal, state and local officials, representatives of private and non-governmental organizations, and the public in the implementation of the Blueprint; and

WHEREAS, the Commission can identify “best practices” with respect to management of the river ecosystem and can use that work to assist the Parties and private entities with professional and technical expertise and coordinate the exchange of information and expertise between the parties; and

WHEREAS, the Commission will be an effective and shared entity for on-going planning for the Jordan River that will have political, legal and financial viability; and

WHEREAS, by focusing on the river in its entirety, the Commission will coordinate with the cities and the counties in arriving at a comprehensive vision and Jordan River Blueprint for the entire river; and

WHEREAS, the Commission can identify and help solve issues relating to streams and creeks feeding into the Jordan River thus increasing the water quality of the overall system; and

WHEREAS, the Commission, through the broad participation of the Parties and the community can enjoy increased capability to secure governmental, foundation and other financial support for activities improving the river.

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

ARTICLE 1

Definitions

As used herein, the following terms and words shall have the following meanings:

1.1 “Board” or “Governing Board” means the governing body of the Jordan River Commission.

1.2 “Bonding” means the issuance of “Bonds” and “Bonds” means bonds, notes, certificates of participation or other evidences of indebtedness of the Jordan River Commission, except as provided herein.

1.3 “Commission” means the Jordan River Commission, the new legal entity created by this Interlocal Cooperation Agreement.

1.4 “Effective Date” means the date the Parties to this Interlocal Cooperation Agreement intend for this Agreement to become effective, and is the date first written above.

1.5 “Governing Body” means the board, commission, council or executive body of a Member to whom a particular decision or governmental action is entrusted by law. For purposes of the financial decisions contemplated by Paragraphs 5.6 and 9.3 of this agreement, “Governing Body” in a city or county shall mean the city’s or county’s legislative body.

1.6 “Jordan River Blueprint” means a set of guiding principles and standards formally adopted by the Governing Board of the Commission as the principles and standards guiding improvement, use and development of the Jordan River and the lands and wetlands adjoining the river under the jurisdiction of the various local and state governmental entities and may include recommendations to Members and others on how best to set standards for improvement, use and development in the Jordan River Blueprint Study Area. It is the intent of the Parties that the

Blueprint Jordan River prepared by Envision Utah and the guiding principles set out therein shall serve as the initial Jordan River Blueprint for the Commission.

1.7 “Members” or “Parties” means the participating counties, municipalities, limited purpose local government entities, and the State of Utah as represented by its participating departments.

1.8 “Ex Officio Members” means entities, associations, or organizations appointed in accordance with Section 5.4.

1.9 “Operation and Maintenance Expenses” means all expenses reasonably incurred by the Jordan River Commission or paid to any other entity pursuant to contract or otherwise, necessary to fulfill the purposes of this Agreement, including cost of audits hereinafter required, payment of insurance premiums, and, generally all expenses, exclusive of depreciation and other non-cash items which under generally accepted accounting practices are properly allocable to operation and maintenance; however, only such expenses as are ordinary and necessary to the proper and efficient operation of the Jordan River Commission shall be included.

1.10 “Technical Advisory Committee” or “Technical Committee” means the technical advisory committee formed pursuant to Article 12 to advise the Governing Board on water quality, environmental, development, engineering, recreation, wildlife, and other technical and relevant issues associated with the Jordan River.

1.11 “Jordan River Blueprint Study Area” means the Jordan River and all lands and wetlands within one-half mile of the river as identified in the Blueprint Jordan River as it currently exists or as it may be amended from time to time.

ARTICLE 2

Purposes

This Agreement to create the Jordan River Commission as a separate legal entity, as provided by the Interlocal Cooperation Act, is entered into by the Members in order to perform the following activities and such others as are authorized by law and approved by the members:

2.1 Encourage and Promote Multiple Uses of the River.

The Commission shall balance access, use, development, ecological value, preservation, restoration and economic benefits in accordance with applicable laws, rules and regulations, and consistent with the fact that the ownership of the river and its adjacent lands and areas are owned or governed by various public and private entities.

2.2 Foster Communication and Coordination.

The Commission shall coordinate communication among agencies and organizations regarding all aspects of land use, water use, water rights, river and river ecosystem protection, recreation, public facilities, and natural resource planning and management that affect the Jordan

River and cooperate with state, federal, local governments, as well as private landowners and organizations to implement the purposes and goals of the Commission as adopted in the Jordan River Blueprint as determined by the Board and the “best management practices” developed by its Technical Advisory Committee. The Commission shall coordinate with agencies and entities having jurisdiction over the tributaries of the Jordan River so that the overall health and well being of the River is considered in the activities of those agencies and entities.

2.3 Promote Resource Utilization and Protection.

The Commission shall promote the conservation, restoration and protection of the river’s natural resources, including fish and wildlife, riparian habitat, water, water quality, environmental concerns, and open space.

2.4 Maintain and Develop Recreation Access.

The Commission shall encourage the enhancement of public access to recreational opportunities on and around the river in accordance with the purposes of the Commission and the guiding principles outlined in the Jordan River Blueprint and education and outreach efforts in furtherance thereof.

2.5 Monitor and Promote Responsible Economic Development.

The Commission shall monitor and promote responsible economic activity along the river and in areas affecting the river to promote efficient and orderly development that harmonizes with the aforementioned purposes of the Commission and is in accordance generally with the principles outlined by the Jordan River Blueprint.

2.6 Identify and Secure Funding for the Acquisition of Critical Habitat and Open Space.

The Commission will actively seek public and private funding to be used to acquire critical habitat and open space and to restore vital functioning of the riparian corridor. To that end it may partner with public entities, foundations and other private sources to secure and protect necessary river resources. The Commission shall be authorized to spend Commission and other private and public funding for projects directly benefitting the River regardless of whether those projects are in the Jordan River Study Area.

2.7 Engage in ongoing planning for the Identified Jordan River Blueprint Study Area.

The Commission will engage in a continuing planning process that involves the Members, the Ex Officio Members, other governmental entities and the community to guide development of the river and public and private facilities within the Jordan River Blueprint Study Area.

ARTICLE 3
Term of the Interlocal Cooperation Agreement

The term of this Interlocal Cooperation Agreement shall continue for fifty (50) years from the Effective Date of this Agreement unless this Agreement is sooner terminated by vote of seventy-five percent (75%) of the Members of the Jordan River Commission or by operation of law.

ARTICLE 4

Creation of the Jordan River Commission

4.1 Independent Legal Entity; Scope.

The Jordan River Commission shall become a separate and independent governmental entity on the Effective Date pursuant to the provisions of this Agreement and shall continue its operation and existence pursuant to the provisions of this Agreement. The area included for Commission study and action shall include the Jordan River Blueprint Study Area as defined in Article 1.

4.2 Headquarters.

The Jordan River Commission's headquarters shall be located in a Member's geographical boundaries as determined by the Governing Board. The Governing Board may change the location from time to time. The Commission will have a budget as funded by the Board which allows it to hire necessary staff, purchase services from participating governmental entities, and retain the services of necessary legal counsel and consultants in accordance with an annual budget approval by the Board.

ARTICLE 5

Parties to this Agreement

5.1 Initial Membership.

Each signatory to this Agreement hereby contracts with the other signatories of this Agreement to form, and become a Member of, the Jordan River Commission to accomplish the purposes set forth in Article 2 herein.

5.2 Withdrawal.

Each party to this Agreement acknowledges and agrees that the withdrawal of any Member from this Agreement pursuant to Section 5.6 shall not adversely affect this Agreement nor such party's contractual relationship with any other Party to this Agreement. Withdrawal of a Member does not relieve the Member's obligation to pay its annual dues for current year or its share of obligations, indebtedness, and liabilities incurred prior to withdrawal in accordance with Section 9.3.

5.3 Member Representation on Governing Board.

Membership of the Governing Board shall be made up of the signatories to this Agreement and as noted in Appendix 1 of this Agreement and such Ex Officio members as are admitted pursuant to Section 5.4. These Members shall have voting rights as noted in this Agreement. Counties that have established Municipal Type Services Districts pursuant to UCA 17-34-1 et seq. shall be entitled to two seats on the Governing Board to ensure adequate representation on issues related to unincorporated area land use regulation and county-wide recreational responsibilities.

5.4 Ex Officio Members of the Board.

By a majority vote of the Governing Board, Ex-Officio members may be appointed or removed from the Board as Ex Officio members. Ex Officio members shall be selected from other interested parties including recreation organizations; water user organizations; and other public or non governmental organizations. Interested parties may petition the Governing Board to become Ex Officio Members. Ex Officio members shall be voting members who serve terms of two years and shall pay dues in accordance with Sections 13.1 and 13.3. Ex Officio membership shall continue for subsequent terms unless terminated by a majority vote of the Governing Board. After the Commission is established and the Governing Board has voted, those appointed to serve as Ex Officio members of the Board shall be listed in Appendix 1 to this agreement, which Appendix shall be modified as the Governing Board adds to or deletes those who will serve. Ex Officio members shall comprise one-third (1/3) of the total members of the Commission. The actual number of Ex Officio members shall vary from time to time as regular Members join or withdraw from participation in the Commission. An Ex Officio member may be removed prior to the expiration of the member's term if a reduction in the total number of Ex Officio members is required by the withdrawal of a Member. Selection of the Ex Officio member to be removed shall be by a majority vote of the Governing Board.

5.5 Subsequent Membership.

Public agencies who do not initially approve and become signatories to this Agreement, have withdrawn and wish to reapply, or are newly created municipalities or Limited Purpose Local Government Entities may join and become signatories to this Agreement upon approval of, and pursuant to the conditions established by, the Governing Board.

5.6 Notice of Withdrawal.

A Member, including an Ex Officio Member, may withdraw if the the governing body of the Member gives written notice of its intent to withdraw from the Governing Board of the Jordan River Commission not less than thirty days after the annual budget and dues structure is established for the following fiscal year. Such withdrawal shall take effect on the last day of the current fiscal year. Any such notice shall not affect the obligation of the Member to pay its financial obligations to the Commission for the current fiscal year, including payment of its annual budget commitment;. A withdrawal may not materially adversely affect any project or bonds previously approved by the Jordan River Commission and the governing body of the withdrawing Member. A Member who withdraws its membership shall have no further obligations to the Commission and the Commission shall have no further obligations to the

withdrawn Member, except as otherwise expressly provided for herein. The fact that a public agency has previously withdrawn its membership or its membership has been cancelled shall not prohibit said public agency from rejoining the Commission as provided in Section 5.5.

ARTICLE 6

Voting Rights of Members

6.1 Voting by Members and Technical Committee Members.

Each Member of the Governing Board shall be entitled to one vote on the official business that comes before the Board. Technical Committee Members who are not also members of the Governing Board shall not be entitled to vote.

ARTICLE 7

Powers and Authority of the Commission

7.1 Independent Legal Entity; Scope and Location.

The Jordan River Commission shall become a separate and independent governmental entity on the effective date of this Agreement pursuant to the provisions of this Agreement and the Interlocal Cooperation Act. The Commission shall continue its operation and existence pursuant to the provisions of this Agreement. The area for Commission study and action shall include the Jordan River Blueprint Study Area as defined in Article 1.

7.2 Interlocal Cooperation Act Powers.

The Jordan River Commission shall have all powers granted by the Interlocal Cooperation Act and is hereby authorized to do all acts necessary to accomplish its stated purposes, including, but not limited to, any or all of the following:

7.2.1 To make and enter into contracts consistent with Section 7.5.

7.2.2 To acquire, hold, or dispose of its property, contributions, grants, and donations of property, funds, services, and other forms of assistance from persons, firms, corporations, and governmental entities for projects benefitting the Jordan River and the public interest.

7.2.3 To sue and be sued in its own name.

7.2.4 Except as otherwise provided herein, to lawfully cooperate and/or contract with other entities, members or parties to accomplish the purposes of this Agreement.

7.2.5 To exercise all powers necessary and proper to carry out the terms and provisions of this Agreement or otherwise authorized by law.

7.2.6 To borrow money or incur indebtedness, liabilities, or obligations; to issue bonds for the purposes for which it was created; to assign, pledge, or otherwise convey as security for the payment of any such bonds the revenues and receipts from or for the Commission, which assignment, pledge, or other conveyance may rank prior in right to any other obligation except taxes or payments in lieu thereof payable to the State of Utah or its political subdivisions.

7.3 Receive Federal and State Grants and Private Funds.

The Commission is hereby authorized to act as an agency to receive federal and state grants; other grants; or loans on behalf of the member governments, or funds from private organizations for all planning and development programs and projects which are specifically intended to accomplish the purposes under the Interlocal Cooperation Act and the goals of the Commission.

7.4 The Commission has no Superseding Authority.

The Commission has no authority to nor does it supplant any powers of individual members as set forth in the Utah Constitution, state law, county or municipal ordinance, or other powers specifically given to them; nor does the Commission have superseding authority over other government entities and jurisdictions. The Commission shall not have the authority to require alterations of duly adopted plans or decisions of any agency or jurisdiction.

7.5 Contracts.

The Commission may contract generally and, as approved by its Governing Board, enter into contracts or agreements with private organizations, foundations, the federal government, states, counties, municipal corporations, and/or any other governmental agency for any purpose necessary or desirable for dealing with affairs of mutual concern, and/or contract for the provision of services with states, counties, and cities, and to accept all funds resulting therefrom.

7.6 Acquisition of Personal Property.

The Commission may acquire personal property or an undivided, fractional, or other interest in personal property, necessary or convenient for the purposes of the staff of the Commission.

7.7 Acquisition of Real Property.

The Commission may acquire or receive real property or an undivided fractional, or other interest in real property, as approved by the Governing Board, necessary or convenient for the purposes or programs of the Commission.

7.8 Exercise of Powers.

All powers of the Commission shall be exercised pursuant to the terms of this

Agreement, its bylaws, and any governing laws.

ARTICLE 8

Responsibilities of the Commission

8.1 Maintain a Jordan River Blueprint.

The Commission shall maintain a Master Jordan River Blueprint (the “Blueprint”) that incorporates guiding principles, goals, and standards for the acquisition and protection of open space, the protection of the River, and the development or rehabilitative redevelopment of lands affecting the River. The Blueprint Jordan River and the Salt Lake Water Quality Stewardship Plan shall be guidelines for the Commission’s activities. The Blueprint shall be reviewed on a regular basis by the Commission and amended or updated as required. The Commission shall consider related studies performed by public or private entities in its review of the Blueprint. In no case shall such reviews be performed less frequently than once each five years.

8.1.1 The Blueprint review and adoption process shall achieve the aforementioned purposes of the Commission by:

8.1.1.1 Identifying and securing funding for staff, operations, programs and projects.

8.1.1.2 Creating advisory committees as needed.

8.1.1.3 Gathering information, including hydrology studies, scientific studies and current land use, recreation, transportation, public facilities, water quality, and natural resource management plans.

8.1.1.4 Undertaking studies and assessments to fill in information gaps.

8.1.1.5 Identifying corrective actions needed to restore and/or maintain the ecological integrity of the river, including the chemical, physical, environmental, wildlife, and biological integrity of the Jordan River Blueprint study area.

8.1.1.6 Soliciting public input and participation throughout the process.

8.1.2 The Jordan River Blueprint shall include the following correlated elements:

8.1.2.1 A land use plan which considers Public Trust responsibilities for the management of the river as a basis for making decisions regarding the river and the lands adjacent to it. The Jordan River Blueprint process shall balance economic benefits, public access, use and enjoyment, and protection. It shall develop recommendations for use by public agencies in developing plans for the river and

adjacent lands including land use planning coordination.

8.1.2.2 A transportation plan which includes consideration for roads, trails, mass transit, access areas, buffer zones, restrictions and limitations.

8.1.2.3 A natural resources conservation and management plan which includes, but is not limited to, improving the quality of the river and its water in order to improve all aspects of conservation, recreation, wildlife, riparian interests, wetlands, and open space.

8.1.2.4 A recreation plan which includes consideration for trails, entry points, public access areas and other areas of public interest.

8.1.2.5 A public services and capital facilities plan.

8.1.2.6 A protection plan for the river and critical lands.

8.1.2.7 Prioritization of land and resource acquisition necessary for the protection of the river, development of it as a recreational resource, and protection of the river's ecosystem.

8.1.3 General Plans. The Jordan River Blueprint shall take into consideration the General Plans of public agencies having jurisdiction over the river or its adjacent lands. The Commission shall utilize its Technical Advisory Committee as needed to assist in the preparation of the Jordan River Blueprint.

8.1.4 The Commission shall coordinate the implementation of the Jordan River Blueprint as follows:

8.1.4.1 Have regular publicized meetings to receive input from the public, governmental agencies, private landowners and other organizations and manage the many aspects of implementing, reviewing, and monitoring the Jordan River Blueprint.

8.1.4.2 Establish policies and procedures that assure problem solving, communication, and coordination with governmental agencies that are not members of the Commission.

8.1.4.3 Ensure public participation is encouraged and solicited.

8.1.4.4 Review governmental agencies currently adopted plans for the Jordan River Blueprint Study Area and recommend additions or changes in conformance with the Jordan River Blueprint. This review will include offering assistance, technical reviews and coordination of all planning and activities that will impact the river and the landholders in the Jordan River Blueprint Study Area.

8.1.4.5 Review governmental agencies' ordinances, rules, standards, and regulations and recommend additions or changes in conformance with the Jordan River Blueprint.

8.2 Effect of Vote.

Adoption by vote of the Board shall be the consensus of the Commission and Members and Ex Officio members should all work in unity to implement measures necessary to carry out that which has been adopted.

8.3 Review of Private Development Proposals.

Upon approval by the Board of processes for the review of private development plans, programs and proposals, including residential, commercial, and recreational developments, ("private submissions"), the Commission will review all such private submissions for lands within one-half mile from the River. The Commission shall provide timely comments regarding Jordan River Blueprint consistency on the proposed development to the local jurisdiction and the proponent of the development. The Commission may work with the parties to resolve any issues of inconsistency by providing detailed research, suggestions, and advisory and technical support required to bring the private submission into consistency with the Jordan River Blueprint. The comments of the Commission are advisory only and final approval of the specifics of any plan shall be left to the sole discretion of the reviewing agency that has jurisdiction over said submission.

8.4 Review of Proposed Governmental Agency Actions.

Upon approval by the Board of processes for the review of government agency plans, programs, proposals, regulations, ordinances, rules or modifications thereof ("agency submissions"), the Commission will review all such agency submissions that affect lands within one-half mile from the River for consistency with the Jordan River Blueprint. The Commission shall provide timely comments regarding Jordan River Blueprint consistency on the proposed proposal to the public agency. The Commission may work with the agency to resolve any issues of inconsistency by providing detailed research, suggestions, and advisory and technical support required to make the agency submission consistent with the Jordan River Blueprint. The comments of the Commission are advisory only and final approval of the specifics of any plan shall be left to the sole discretion of the reviewing agency that has jurisdiction over said submission.

8.5 Adoption of Uniform Ordinances and Standards.

The Commission shall have the power to recommend by resolution, any ordinances, rules, regulations or policies not inconsistent with state law which are necessary, appropriate, or incidental to effectuate the Jordan River Blueprint. The resolutions shall recommend general standards, including but not limited to the following: water quality, subdivision development, zoning, solid waste disposal, sewage disposal, tree removal, development in the river flood plain,

outdoor recreation, flood plain protection, soil and sedimentation control, air pollution and watershed protection. Whenever possible without diminishing the effectiveness of the Jordan River Blueprint, the recommended ordinances, rules, regulations and policies shall be confined to matters which are general in nature. The comments of the Commission are advisory only and the specifics of any such matter adopted by a governmental jurisdiction shall be left to the sole discretion of the adopting agency.

8.6 Require the Permanent Conservation of Acquired or Restored Critical Habitat or Open Space.

The Commission shall require that, as soon as is practical, any lands acquired or restored with the use of funds generated by the Commission for the purpose or purposes of critical habitat be permanently preserved through placing an appropriate deed restriction, conservation easement or other like encumbrance that perpetually protects the resources of and on the property. The deed restriction, conservation easement or other like encumbrance shall be held by a third party entity approved of by a vote of the Commission.

8.7 Identify Maintenance Needs.

Continually identify maintenance projects and opportunities for improvements that should be pursued; develop funding, an annual work program, and a long-range strategy to carry out the projects.

ARTICLE 9
Liabilities and Obligations of Members

9.1 Governmental Immunity.

In entering into this Agreement, the Members do not waive, and are not waiving, any immunity provided to the Members or their officials, employees, or agents by the Governmental Immunity Act of Utah, Title 63G, Chapter 7, Utah Code (the “Immunity Act”), or by other law.

9.2 Waiver of Obligations.

This Agreement shall not relieve any Member of any obligation or responsibility imposed upon it by law. However, to the extent of actual and timely performance thereof by the Jordan River Commission, such performance may be offered in satisfaction of such obligation or responsibility.

9.3 Obligations Special and Limited.

The obligations entered into by each Member pursuant to this Agreement are special limited obligations of each such Member, and nothing herein shall be construed or give rise to a general obligation or liability of any Member or a charge against its general credit or taxing powers. Members may enter into agreements to pledge revenues to secure the bonds issued by the Jordan River Commission to finance projects undertaken by the Commission. Such pledges

shall constitute ongoing financial obligations of the pledging Members only to the extent expressly authorized by the governing body of each Member and as provided for in the agreement authorizing the issuance of the bonds and pledging the revenues of the pledging member.

9.4 Bonding.

Any Bonds issued or incurred by the Jordan River Commission shall not constitute a debt of any individual Member, but shall be secured only in the manner set forth herein and pursuant to the terms of the separate agreement entered into by the individual pledging member authorizing the issuance of the Bonds. There shall be no additional liability or obligation of a Member except as provided in Section 9.3.

9.5 Indemnification.

The Jordan River Commission shall defend, indemnify, save harmless, and exempt the Members, their officers, agents, and employees from and against all claims, suits, legal proceedings, demands, damages, costs, expenses, and attorneys' fees incident to any willful or negligent acts or omissions by the Commission, its officers, agents, or employees. The Governing Board shall, prior to the commencement of construction of any project undertaken by the Commission provide for risk and liability coverage and payment and performance bonds in such amounts as the Commission deems necessary to insure against risks arising from the undertaking the project.

ARTICLE 10 Governing Board

10.1 Appointment.

There is hereby created a Governing Board of the Jordan River Commission which shall consist of the following:

10.1.1 Appointed elected officials from each participating county, appointed in accordance with Section 5.3 and each county's respective rules or ordinances governing appointments to Boards;

10.1.2 An appointed elected official from each of the participating municipalities, appointed in accordance with each municipality's respective rules governing appointments to Boards;

10.1.3 An appointed representative of each department, division or agency of the State of Utah participating in the Commission as determined by the executive director of the department, division or agency;

10.1.4 One individual appointed by the Governor of the State of Utah;

10.1.5 A member of the Utah Legislature whose District includes all or a portion of the Jordan River, appointed jointly by the President of the Senate and the Speaker of the House;

10.1.6 An appointed representative of each Ex Officio member appointed by that organization's governing body; and

10.1.7 An appointed member from each Limited Purpose Local Government Entity appointed in accordance with that entity's adopted policies or procedures

10.2 Terms.

The Governing Board members shall serve until replaced by the respective member or Ex Officio Member that appointed the Board member or until no longer qualified to serve by virtue of no longer serving as an elected official. Reappointments and replacements should be by appointment of the public agency who appointed the member being replaced or reappointed.

10.3 Compensation.

Members of the Governing Board shall serve without compensation and have their expenses paid by their appointing agency.

10.4 Leadership.

The Governing Board shall have a Chair and a Vice-Chair elected by and from their members, whose term shall expire every two years. The chair and vice-chair shall not serve successive terms.

10.5 Alternates.

The Board representative may send an alternate to act in his or her place at a Board or Executive Committee meeting, except if the Board representative is the Chair, then that Board representative's responsibilities for conducting the meeting or signing documents shall fall to the Vice-Chair.

10.6 Regular Meetings.

The Governing Board should hold regularly scheduled public meetings to accomplish the objectives of the Jordan River Commission and adopt, amend and repeal bylaws, rules, policies and procedures for the conduct of their affairs. The Board shall hold at least one regular meeting annually. Meetings may be conducted by telephonic or other electronic means of communication. All meetings shall be noticed and conducted in accordance with the Utah Open and Public Meetings Act.

10.7 Minutes.

The Governing Board shall cause to be kept minutes of all meetings of the Board in accordance with the Utah Open and Public Meetings Act. As soon as possible after each meeting, a draft copy of the minutes shall be forwarded to each member of the Board.

10.8 Majority Vote.

The presence of the Board members entitled to cast a majority of the votes of the entire Board shall constitute a quorum for the transaction of business. Unless otherwise requiring a 2/3 or greater vote or a majority vote of all Members, a majority vote of the total votes of the Board members present when a quorum exists, shall constitute action by the Board.

10.9 Notice of Meetings.

Notice to Board members shall be sufficient if delivered in writing, by fax, or by e-mail to the designated representative of the respective Member, at the address, fax number, or e-mail address provided. Public notice of meetings shall be given in accordance with the Utah Open and Public Meetings Act.

10.10 Requests for Information.

The Governing Board shall have an ongoing duty to see that all of its Members are informed regarding all activities of the Commission and, accordingly, shall cause a copy of all materials (unless they are not public records; in which case, notice of their existence shall be given) delivered in the manner it deems appropriate to Board members for meetings of the Board, including meeting agendas and minutes of past meetings, and to such other persons as the Member may request in writing, including each Member's legal counsel. The Executive Director shall promptly respond to all requests for information made by any Member.

ARTICLE 11
Powers and Duties of the Governing Board

The Governing Board shall have the following powers and duties:

11.1 Executive Committee.

The Governing Board shall have the authority to appoint an Executive Committee of not more than seven (7) members of the Board.

11.1.1 The Executive Committee shall include a representative of the State of Utah, the Chair of the Board, the Vice-Chair of the Board and other members as determined by the Board through its bylaws.

11.1.2 The Board may delegate to the Executive Committee such powers and responsibilities as the Board deems appropriate.

11.1.3 The voting, powers, and responsibilities of the Executive Committee

shall be as established in the bylaws of the Commission.

11.1.4 The Governing Board may not delegate the following powers and duties: (i) the election of the Chair and Vice Chairs of the Board.; (ii) the election of the group representatives to the Executive Committee; (iii) the power to adopt, modify, and approve changes in the bylaws and the power to recommend proposed changes to the Agreement that must be approved by the Members' governing bodies; (iv) the power to terminate or dissolve the Jordan River Commission; and (v) the adoption of budgets, amendment of budgets or the allocation or reallocation of budgeted amounts between budget categories.

11.1.5 Other Committees. The Governing Board shall have the authority to appoint additional committees made up of members of the Governing Board and such other individuals as are approved by the Board. It shall also have authority to establish committees separate and apart from the Technical Committee established in Article 12, to advise and confer with the Governing Board and the Technical Advisory Committee.

11.1.5.1 Membership of the various committees shall be at the will and pleasure of the Governing Board, for time limited or project limited assignments, and are not permanently associated with the Commission.

11.1.5.2 The various committees shall engage in such projects and reviews as assigned by the Governing Board.

11.2 Executive Reports.

The Governing Board shall receive and act upon reports of the Executive Committee and of the Executive Director.

11.3 Executive Director and Staff.

The Governing Board may hire a limited staff including appointing an Executive Director on such terms and conditions as the Board determines appropriate, and may employ such persons as the Board deems necessary for the proper administration of the Commission. The Governing Board shall have the general supervisory and policy control over the day to day decisions and administrative activities of the Executive Director.

11.4 Bylaws.

The Governing Board shall have the authority to adopt bylaws and thereafter amend the bylaws. The adoption and any amendments shall be by a seventy-five percent (75%) vote of the Board. Each Member shall receive a copy of the bylaws.

11.5 Rules.

The Governing Board shall have the authority to establish rules governing its own conduct and procedures not inconsistent with the bylaws.

11.6 Records.

The records of the Commission shall be governed by the “Government Records Access and Management Act,” Section 63G-2-101, et seq., to the extent applicable, except that the governing body and/or legal counsel of each Member shall have full access to inspect all records and copy public records of the Commission.

ARTICLE 12
Technical Advisory Committee

12.1 Creation.

There is hereby created a Technical Advisory Committee to the Commission which shall consist of appointed representatives as follows:

12.1.1 One representative from each participating county, appointed in accordance with each county’s respective rules governing appointments to Boards;

12.1.2 One appointed representative from each of the participating municipalities listed in Appendix 1, appointed in accordance with each municipality’s respective rules governing appointments to Boards;

12.1.3 One appointed representative from each of the following Divisions of the Department of Natural Resources: Division of Wildlife Resources; Division of Forestry, Fire and State Lands; Division of Parks and Recreation; and the Division of Water Resources, as determined by the Department;

12.1.4 One appointed representative of the Jordan Valley Water Conservancy District, appointed by its board;

12.1.5 One appointed representative of the Utah Department of Environmental Quality, as determined by the Department; and

12.1.6 Three individuals representing the Ex Officio members appointed by majority vote of the Ex Officio members.

12.1.7 One member from each local district or public utility designated by the Governing Board for participation on the Technical Advisory Committee. The Governing Board shall choose one or more local districts or utilities operating in the jurisdictions of the Members to represent the interests of all such local districts or utilities.

12.1.8 Additional members as appointed by the Governing Board.

12.2 Terms.

Technical Advisory Committee members shall each be appointed for four year terms of office. One half of the initial members shall serve two year terms as determined by lot. Reappointments and replacements shall be by appointment of the public agency who appointed the member being replaced or reappointed or by vote of the Ex Officio members.

12.3 Compensation.

Members of the Technical Advisory Committee shall serve without compensation by the Commission and shall have their expenses paid by their appointing agency.

12.4 Leadership.

The Technical Advisory Committee shall have a Chair and a Vice-Chair elected by and from their members, whose term shall expire every two years. The chair and vice-chair shall not serve successive terms.

12.5 Advice.

The Technical Advisory Committee shall advise the Governing Board with respect to the technical aspects of the Governing Board's work including water rights affecting the River, maintaining or amending the Jordan River Jordan River Blueprint, standards, goals, best management practices and recommendations for uniform rules, regulations, policies and ordinances.

12.6 Meetings.

Unless otherwise provided by bylaws or resolution of the Board, the Technical Advisory Committee shall meet as often as it deems necessary to conduct its business.

12.7 Information Gathering.

The Technical Advisory Committee, on its own initiative or when requested by the Board or Executive Director, shall gather information, investigate the appropriate issues, and make recommendations to the Board.

12.8 Subcommittees.

The Technical Advisory Committee may create subcommittees from among its members and appoint others to work with said committees as it deems necessary to fulfill its purposes and specific assignments.

ARTICLE 13
Funding, Budget, Accounts and Financial Records

13.1 Funding; Investment and Disbursement of Funds.

The Members, including Ex Officio members, shall contribute based on a formula developed and approved by the Board to cover annual operating expenses, including projects approved by the Board. Other sources of funding could include fees and contributions from other Federal agencies, State agencies, local governments, grants from private individuals or organizations, developers, and businesses. Failure of a member to provide its contribution shall constitute a breach of this Agreement. The Governing Board shall provide for the investment and disbursement of funds and their periodic review.

13.2 Annual Budget.

The Governing Board shall annually adopt an operating budget pursuant to the provisions of this Agreement, Bylaws or policies adopted by the Governing Board and applicable law. The annual budget shall be approved by the Governing Board not less than sixty days prior to the end of the fiscal year. A funding formula for calculating Member contributions and dues established by the Board may be modified by a 2/3 vote of the Commission Members, but such changes shall not take effect until the beginning of a new budget year. The Members recognize and agree that all individual member contributions for annual dues or project costs are subject to the availability and appropriation of funds by that Member.

13.3 Funds and Accounts.

The Executive Director shall establish and maintain such funds and accounts as may be required by governmental accounting practices and the State's fiscal procedures act. Financial records of the Commission shall be open to inspection at all reasonable times by Members' representatives and shall be public records if so required by Utah State law.

13.4 Certified Annual Audit.

The Governing Board shall provide for a certified annual audit of the accounts and records of the Jordan River Commission, which audit shall conform to generally accepted auditing standards. Such annual audit shall be open for inspection by each Member representative at all reasonable times.

13.5 Executive Director's Responsibility for Funds.

The Executive Director shall have custody of and shall disburse the Commission's funds. The Executive Director shall have the authority to delegate the signatory function to such persons as are authorized by the Governing Board.

13.6 Fidelity Bonds.

Unless otherwise provided for by the Governing Board, a fidelity and/or treasurer's bond may be required of all officers, agents, and personnel authorized to disburse funds of the Commission. The cost of such bond shall be paid by the Commission.

13.7 Financial Records.

The Executive Director shall keep and maintain, or cause to be kept and maintained, adequate and correct financial records, including accounts of its assets, liabilities, receipts, and disbursements, and shall have such other duties as are provided for in the bylaws.

13.8 Selling of Services.

The Executive Director may authorize the sale of the Commission's services, output or products to other entities upon approval of the Board.

ARTICLE 14
Dissolution of the Commission

14.1 Outstanding Indebtedness.

So long as there are any outstanding Bonds or other indebtedness of the Commission, the Commission shall remain a separate legal entity with all of the powers and duties set forth in this Agreement and all of the responsibilities, covenants, and obligations required in the Bond documents.

14.2 Dissolution of the Commission by Vote.

If there are no outstanding Bonds or other indebtedness that cannot be covered by current funds, the Commission may be dissolved with a seventy-five percent (75%) vote of the Members at any time.

14.3 Powers of Governing Board Upon Dissolution.

The Governing Board is vested with all powers necessary for the purpose of winding up and dissolving the business affairs of the Jordan River Commission consistent with and subject to the limits of this Agreement.

14.4 Division of Assets.

Upon dissolution and after payment in full of all outstanding Bonds and other Commission obligations, the Governing Board shall equitably disburse the assets of the Commission to the then current Members. After deducting costs, any cash or other assets jointly shared shall be disbursed, or interests deeded, pro rata.

ARTICLE 15
Filing of this Interlocal Cooperation Agreement

A copy of this Interlocal Cooperation Agreement shall be placed on file in the office of the Official Record Keeper of each public agency that is a Member hereto and shall remain on file for public inspection during the term of this Agreement.

ARTICLE 16
Miscellaneous Provisions

16.1 Confidentiality.

The Governing Board and Technical Advisory Committee shall take such steps as they deem necessary to protect and keep confidential appropriate information received or kept by it in accordance with the Government Records Access and Management Act. The Members shall protect and keep confidential information kept or received by the Commission during the term of this Agreement and after the termination of their membership in the Commission pursuant to the bylaws or other policies adopted by the Board and consistent with law. Nothing in this section shall be construed to allow the Board, the Technical Advisory Committee, the Officers or employees from withholding information from any Commission Member, so long as the Member agrees to maintain the confidentiality of such information.

16.2 Status of Members' Employees.

When members of the Governing Board and the Technical Advisory Committee, and the employees and agents of the Commission are acting on behalf of the Commission within the scope of their authority, office or employment, they shall be considered to be acting on behalf of their respective public agency employer within the meaning of the Governmental Immunity Act and Section 63G-7-101, et seq., and thus, shall be entitled to indemnification and representation so long as they meet the requirements of said Act.

16.3 Prohibition Against Assignment.

No Member may assign any right, claim, or interest it may have under this Agreement; and no creditor, assignee, or third party beneficiary of any Member shall have any right, claim, or title to any asset of the Commission.

16.4 Severability Clause.

In the event that any article, provision, clause, or other part of this Agreement should be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability will not affect the validity or enforceability with respect to other articles, clauses, applications, or occurrences, and this Agreement is expressly declared to be severable.

16.5 Complete Agreement.

The foregoing constitutes the full and complete Agreement of the parties. There are no oral understandings or agreements not set forth in writing herein.

16.6 Amendment.

This Agreement may be amended at any time by the written approval of seventy-five percent (75%) of all current Members signatory to it.

16.7 Governing Law.

This Agreement shall be governed according to the laws of the State of Utah.

16.8 Binding Effect.

This Agreement shall bind the parties, their successors and assigns.

16.9 Captions.

The captions to the various Sections of this Agreement are for convenience and ease of reference only and do not define, limit, augment, or describe the scope, content, or intent of this Agreement or any part or parts of this Agreement.

16.10 Time.

Time is of the essence of each term, provision, and covenant of this Agreement.

16.11 Appendices and Exhibits.

The Appendices attached hereto, and those Appendices and Exhibits subsequently attached hereto from time to time by a seventy-five percent (75%) vote of the Governing Board, shall be considered to be a part of this Agreement and binding upon all parties. The parties' signatures on any Appendices and Exhibits shall be evidence that the same are accepted.

16.12 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

16.13 Breach of Agreement.

The failure of a party to substantially comply with the material terms and conditions of this Agreement shall constitute a breach of this Agreement. A party shall have thirty (30) days after receipt of written notice to correct the conditions specified in the notice, or if the corrections cannot be made within the thirty (30) day period, within a reasonable time if corrective action is commenced within ten (10) days after receipt of the notice. After notice, if corrective action is not taken, the Board may take appropriate action including revocation of the

breaching party's membership.

IN WITNESS WHEREOF, the parties have signed and executed this Interlocal Cooperation Agreement, after resolution duly and lawfully passed, on the dates listed on the signatory pages, below, to become effective on the Effective Date, first written above.

SALT LAKE COUNTY

By _____
Mayor Peter Corroon or Designee



#	Member Agency or Organization	Representative
1	Draper City	Councilman Bill Colbert
2	City of North Salt Lake	Councilman Stan Porter
3	City of South Salt Lake	Councilwoman Debbie Snow
4	City of Taylorsville	Councilman Dan Armstrong
5	Cottonwood Heights City	Councilman Tee Tyler
6	Davis County	Commissioner Louenda Downs
7	Jordan Valley Water Conservancy District	Mr. Richard Bay
8	Salt Lake City	Mayor Ralph Becker
9	Salt Lake County	Mayor Ben McAdams
10	Salt Lake County	Councilwoman Aimee Newton
11	Sandy City – Chair	Councilman Chris McCandless
12	City of Saratoga Springs – Vice-Chair	Councilwoman Rebecca Call
13	Utah County	Commissioner Larry Ellertson
14	Utah Transit Authority	Mr. Bruce Jones
15	West Jordan	Councilman Justin Stoker
16	West Valley City – Past Chair	Councilman Corey Rushton
17	Utah State Legislature	Rep. Rich Cunningham
18	Governor of the State of Utah	Mr. John Bennett
19	Utah DEQ, Division of Water Quality	Mr. John Whitehead
20	Utah DNR, Division of Forestry Fire & State Lands	Ms. Laura Ault
21	Ex Officio Member – Community at Large, Architect/Urban Designer	Mr. Soren Simonsen
22	Ex Officio Member – Jordan River Foundation	Mr. Scott Peters
23	Ex Officio Member – Chevron	Mr. Greg Hardy
24	Ex Officio Member – Wasatch Rowing Foundation	Mr. Mike Horrocks
25	Ex Officio Member – TreeUtah	Ms. Amy Collins
26	Ex Officio Member – Zion's Bank	Mr. Jon Bronson
27	Ex Officio Member – Rocky Mountain Power	Ms. Alene Bentley
28	Ex Officio Member – Tracy Aviary	Mr. Tim Brown
29	Ex Officio Member – Workers Compensation Fund	Mr. Ray Pickup
30	Ex Officio Member – Utah State Fairpark	Mr. Michael Steele

TECHNICAL ADVISORY COMMITTEE		
#	Member Agency or Organization	Representative
1	TAC Chair , Community, Civil engineer	David Eckhoff
2	TAC Vice-Chair , Ex Officio Representative 1	Lynn Larsen
3	Draper City, Planning	Dan Boles
4	City of North Salt Lake, Assistant City Manager	Ken Leetham
5	City of Saratoga Springs, Planning	Scott Langford
6	City of South Salt Lake, Public Works	Dennis Pay
7	Salt Lake City, Public Utilities	Tom Ward
8	City of Taylorsville, Planning	Mike Meldrum
9	Cottonwood Heights City, Planning	Glen Goins
10	Davis County, Planning	Jeff Oyler
11	Jordan Valley Water Conservancy District	Shane Swenson
12	Salt Lake County, Weed Control	Phil McCraley
13	Salt Lake County, Watershed Planning and Restoration	Marian Hubbard
14	Sandy City, Planning	James Sorenson
15	Utah County, Public Works	John McMullin
16	West Valley City, Planning	Steve Pastorik
17	Ex Officio Representative 2	vacant
18	Ex Officio Representative 3	vacant
19	Mountainlands Association of Governments	Jim Price
20	Wasatch Front Regional Council	LaNiece Davenport
21	US Army Corps of Engineers	vacant
22	US Fish and Wildlife Service	Chris Cline
23	US Geologic Service, Water Science Center	Bernard Stlop
24	Natural Resources Conservation Service, UDWR	Benjamin Hudson
25	South Salt Lake Valley Mosquito Abatement District	Val Bowlden
26	Salt Lake Mosquito Abatement District	Sammie Dickson
27	Utah DEQ, Division of Water Quality	Hilary Arens
28	Utah DNR, Division of Forestry Fire & State Lands	Trent Bristol
29	Utah DNR, Division of Parks & Recreation	Chris Haller
30	Utah DNR, Division of Water Resources	Ann Merrill
31	Utah DNR, Division of Water Rights	Chuck Williamson
32	Utah DNR, Division of Wildlife Resources	Mark Farmer
33	Envision Utah	vacant
34	Community, Wetlands Ecologist, Intermountain Aquatics	Eric McCulley
35	Community, Wildlife Advocate, Salt Lake County Fish & Game Association	Dan Potts
36	Community, Civil Engineering, HDR Engineering	Karen Nichols
37	Community, Botanist, Great Salt Lake Audubon	Ty Harrison
38	Community, Open space and recreation advocate	Adriaan Boogard
39	Community, Landscape Architect, Salient Design	Michael Blacketer
40	Community, Water Rights Attorney, Clyde Snow	Steve Clyde
41	Community, Recreation Advocate, Wasatch Mountain Club	Elliott Mott



Issue Paper

Item No. 4

Presenter/Submitted By:	Mayor Applegarth	
Subject: Consent Agenda	Meeting Date: November 11, 2014	
	Fiscal Impact:	
	Funding Source:	
<p>Background:</p> <p>4. CONSENT AGENDA</p> <ol style="list-style-type: none"> 1. Minutes: RCCM 10-21-14 2. Bond Releases: N/A 3. <u>Ratification of Ordinance No. 14-18</u> – Amending Sections 18.85.090, 18.187.10, and 18.187.20, including ‘Title Loan’ Businesses in the current ordinances regulating Check Cashing Businesses, revisions proposed by Riverton City – <i>Jason Lethbridge</i> 4. <u>Resolution No. 14-69</u> - Ratifying the purchase of Picnic Tables and Park Benches from Sonntag Recreation that are to be installed at the Main City Park – <i>Craig Calvert</i> 5. <u>Resolution No. 14-70</u> - Authorizing the City to purchase Parcel 27-30-152-001 of the Harvest Creek Subdivision – <i>Trace Robinson</i> 6. <u>Ordinance No. 14-22</u> – Vacating a portion of a public street known as 1500 West in Riverton City, Utah – <i>Jason Lethbridge</i> 		
<p>Recommendation:</p> <p>Approve the Consent Agenda as listed.</p>		
<p>Recommended Motion:</p> <p>“I move the City Council approve the Consent Agenda as listed.”</p>		

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Riverton City
REGULAR CITY COUNCIL MEETING
Minutes
October 21, 2014

Riverton City Hall
12830 South 1700 West
Riverton, Utah 84065

10 **Attendance:**

11
12 Mayor William R. Applegarth

13
14 **Council Members:**

15 Council Member Brent Johnson
16 Council Member Trent Staggs
17 Council Member Sheldon Stewart
18 Council Member Tricia Tingey
19 Council Member Paul Wayman

20
21
22
23 **City Staff:**

Lance Blackwood, City Manager
Virginia Loader, Recorder
Ryan Carter, City Attorney
Jason Lethbridge, Planning Manager
Trace Robinson, Public Works Director
Lisa Dudley, Finance Director
Aaron Nelson, UFA Captain
Dan Woodbury, Water Engineer

24 **Citizens:** Wyoma Darlington, Boy Scout Troop 1261, Norma Bench, Tish Buroker, Brett Tingey, Ted
25 Duffy, Alan Packard, Ken Watson, Dennis Page

26
27
28 **1. GENERAL BUSINESS**

29
30 **Call to Order and Roll Call**

31
32 [6:32:49 PM](#) Mayor Applegarth called the meeting to order at 6:30 p.m. and welcomed those in
33 attendance. He then conducted a Roll Call and Council Members Johnson, Staggs, Stewart,
34 Tingey, and Wayman were present.

35
36 **Pledge of Allegiance** – Boy Scout James, Troop 1261, directed the Pledge of Allegiance.

37
38 **Presentations/Reports**

39
40 **Recognition of Boy Scout Troops**

41
42 Mayor Applegarth recognized the Boy Scouts in attendance from Troop 1261.

43
44 **Public Comments**

45
46 Mayor Applegarth explained the public comment procedure and called for public comments.
47

1 [6:40:45 PM](#) Tish Buroker reported that she prepared an agenda for volunteers for a 2015
2 committee. She reported that a project was planned for the upcoming Saturday to do cleanup at
3 the wetlands; the City has agreed to pick up the debris following the cleanup and the event has
4 been registered with “Make a Difference Day”. She then reported on an upcoming meeting at
5 South Jordan City regarding pathways that connect the Jordan River from east to west. She
6 briefly spoke of the Jordan River Commission and encouraged the City to join the Commission.

7
8 [6:43:29 PM](#) Wyoma Darlington commented favorably on the new Main Park and said she was
9 looking forward to its completion.

10
11 There were no further public comments; therefore, Mayor Applegarth closed the Public
12 Comment period.

13 14 **2. PUBLIC HEARINGS**

15 16 **1. Public Hearing – Proposed Amendment to Section 18.85.060.5.A, Exterior Surfaces,** 17 **in the Commercial Regional Zone, Allowing Glass as an Exterior Material in the** 18 **Lower Wall, Proposed By Riverton City**

19
20 [6:44:13 PM](#) Jason Lethbridge, Planning Manager, explained that Riverton City has had for quite
21 some time in its architectural standards a requirement that the lower portion of the wall in
22 commercial zones consist of masonry such as brick or stone, and that glass extending down to
23 ground level was restricted to entryways and entry features only. He said this standard has been
24 consistently applied throughout the commercial development in the City. Several years ago, the
25 City amended the ordinance to better define what constituted an ‘entryway’, and to extend the
26 potential for utilization of glass within such areas to up to twenty (20) percent of a building’s
27 façade.

28
29 Mr. Lethbridge said that with the recently increased pace of commercial development in
30 Riverton City, and the relatively architectural impact of this issue on building designs, staff
31 proposed an amendment to the section to remove the restriction on glass as a lower wall material.

32
33 Council Member Sheldon Stewart expressed his concern with the close proximity of vehicles to
34 the glass and he said that distance in those areas creates safety.

35
36 Mr. Lethbridge said that to increase the distance from parking areas to glass exteriors, safety
37 barriers such as bollards, benches, or landscape areas could be used. He said that adding
38 additional protection to a store front could increase the distance from a parking lot to the building
39 front from 20 to 40 feet. Lengthy discussion continued.

40
41 [6:54:57 PM](#) Mayor Applegarth opened a Public Hearing and called for public comments; there
42 being none, he declared the Public Hearing closed.

43 44 **Ordinance No. 14-21 – Amending Sections 18.85.060.5.A, Exterior Surfaces,** 45 **Allowing Glass as an Exterior Material on the Lower Wall in the Commercial** 46 **Regional Zone, Revisions proposed by Riverton City**

47
48

1 Mr. Lethbridge suggested the following language be added to the motion: “Entries and entryway
2 features that extend to the floor may be excluded from this requirement as approved by the
3 planning commission and city council.”
4

5 Council Member Sheldon Stewart **MOVED the City Council approve Ordinance No. 14-21 -**
6 **Amending Section 18.85.060.5.a, Exterior Surfaces, to read as follows:**

- 7 (a) **Lower Wall. [T]he lower third of the wall may consist of brick, tile, stone, glass,**
8 **or decorative concrete, allowing glass when it is not within 40 feet of any**
9 **parking. Entries and entryway features that extend to the floor may be**
10 **excluded from this requirement as approved by the planning commission and**
11 **city council. Approved entries or entryway features that extend to the floor may**
12 **not constitute more than 20 percent of the length of the elevation.**

13 Council Member Tricia Tingey **SECONDED** the motion. Mayor Applegarth called for
14 discussion on the motion. Questions from Council Member Staggs were addressed by City
15 Attorney Ryan Carter regarding third party liability. Council Member Wayman asked about
16 tempered glass and said he favored less restrictions.
17

18 Council Member Brent Johnson made a **friendly amendment** to the motion to require 20 feet
19 rather than 40 feet as stated in the motion above. Council Member Trent Staggs **SECONDED**
20 the motion. Mayor Applegarth called for discussion on the motion. There being none, he called
21 for a Roll Call Vote. The vote was as follows: Johnson-Yes, Staggs-Yes, Stewart-Yes, Tingey-
22 Yes, and Wayman-Yes. **The motion passed unanimously.**
23

24 **3. DISCUSSION/ACTION ITEMS**

- 25
26 1. **Commercial Site Plan, 14-8008, Riverton Hospital Expansion, 3741 W 12600 S, C-R**
27 **Zone, Intermountain Health Care, Inc., Applicant**

28
29 [7:07:20 PM](#) Jason Lethbridge, Planning Manager, explained that Intermountain Health Care
30 submitted an application for Commercial Site Plan approval for an expansion to the existing
31 hospital site and buildings. He said the existing project area is approximately 56 acres located at
32 the southeast corner of the Bangerter Highway and 12600 South intersection and the property is
33 zoned Commercial Regional.
34

35 Mr. Lethbridge said the approval of the original site plan for the hospital complex included
36 designations of areas for future expansion. The applicant submitted plans for a major expansion
37 of the existing hospital, extending a new wing from the north side of the building. He said the
38 expansion would consist of approximately 115,000 square feet within four stories, and will house
39 a mix of hospital and medical office space.
40

41 Mr. Lethbridge said that on October 9, 2014, the Planning Commission voted to recommend
42 approval of the Commercial Final Site Plan with the following conditions:
43

- 44 1. Storm drainage systems and accommodation comply with Riverton City standards
45 and ordinances, and with the recommendations of the Riverton City Engineering
46 Division.
47 2. An interim storm drainage and erosion control plan and an access management
48 plan be approved by the City prior to any construction or grading on the site.

- 1 3. The site and structures comply with any and all applicable Riverton City
- 2 standards and ordinances, including the International Building and Fire Codes.
- 3 4. Lighting, both on the building and in the site shall be designed and installed to
- 4 minimize impacts to the surrounding properties.
- 5 5. Any and all rooftop mechanical equipment shall be fully screened from view from
- 6 the roadway and surrounding properties.

7
8 [7:14:22 PM](#) Council Member Paul Wayman **MOVED the City Council approve the Riverton**
9 **Hospital Expansion Site Plan, Application Number PL-14-8008, located at 3741 W 12600 S,**
10 **with the conditions outlined in the Staff Report.** Council Member Brent Johnson
11 **SECONDED** the motion. Mayor Applegarth called for discussion on the motion. Council
12 Member Paul Wayman offered positive comments regarding the Riverton Hospital. Mayor
13 Applegarth then called for a Roll Call Vote. The vote was as follows: Johnson-Yes, Staggs-Yes,
14 Stewart-Yes, Tingey-Yes, and Wayman-Yes. **The motion passed unanimously.**

15
16 2. **Final Plat Approval, Midas Crossing Phase 1, 11800 South 2700 West, 30 Lots,**
17 **Ivory Development, LLC, Applicant**

18
19 [7:17:11 PM](#) Jason Lethbridge, Planning Manager, explained that Ivory Development, LLC, has
20 submitted an application for Final Plat approval for the Midas Crossing Phase 1. The application
21 is for 30 lots within the Midas Crossing development, located at approximately 11800 South
22 2700 West. That development is zoned R-4-SD, with the 'SD' designation requiring a mix of 1/3
23 and ¼ acre lots.

24
25 Mr. Lethbridge said that this is the first phase of development within this subdivision, and is on
26 east side of the overall development area. Staff has reviewed the subdivision and finds it in
27 compliance with the technical requirements of Riverton City's standards and ordinances.

28
29 Mr. Lethbridge said that on October 9, 2014, the Planning Commission voted to recommend
30 approval of this Final Plat application with the following conditions:

- 31
32 1. This phase of the subdivision comply with the overall requirements of the
- 33 approved preliminary plat, including the SD designations relating to lot size
- 34 requirements.
- 35 2. Any and all required fencing be installed prior to the issuance of building permits
- 36 for this phase.
- 37 3. Storm drainage systems and accommodation comply with Riverton City standards
- 38 and ordinances, and with the recommendations of the Riverton City Engineering
- 39 Division.
- 40 4. An interim storm drainage and erosion control plan and an access management
- 41 plan be approved by the City prior to any construction or grading on the site.
- 42 5. The site and structures comply with any and all applicable Riverton City
- 43 standards and ordinances, including staff review requirements and the
- 44 International Building and Fire Codes.
- 45 6. A temporary turnaround shall be installed at the end of Midas Side Way as
- 46 approved by the Unified Fire Authority.

47
48 [7:20:28 PM](#) Brief discussion was held regarding Rhino Rock fencing.

1 [7:21:45 PM](#) Council Member Trent Staggs **MOVED** the City Council approve the Midas
2 **Crossing Phase 1 Final Plat, application number PL-14-1004, located at approximately**
3 **11800 South 2700 West with the conditions outlined in the Staff Report.** Council Member
4 Tricia Tingey **SECONDED** the motion. Mayor Applegarth called for discussion on the motion;
5 there being none, he called for a Roll Call Vote. The vote was as follows: Johnson-Yes, Staggs-
6 Yes, Stewart-Yes, Tingey-Yes, and Wayman-Yes. **The motion passed unanimously.**
7

- 8 3. **Consideration and selection of a contract model for Riverton City to pursue with the**
9 **Jordan Valley Water Conservancy District if the City determines, through a vote of**
10 **its residents or otherwise, to provide culinary water Citywide which is supplied by**
11 **the District**
12

13 [7:22:34 PM](#) Ryan Carter, City Attorney, explained that Riverton City's elected officials and staff
14 have engaged in lengthy dialog regarding Riverton City's culinary water quality and whether the
15 City should change the source of its culinary water supply in the future.
16

17 Mr. Carter said the present issue before the City Council was to determine what contract model
18 the City should negotiate with the Jordan Valley Water Conservancy District ("District"), in the
19 event a majority of Riverton City culinary water account holders return a ballot that opts for
20 culinary water sourced from the District. He said if the City Council gives direction to City staff
21 as to which option it ought to pursue then staff will be able to return to the City Council with an
22 appropriate contract for approval immediately after the voting process is completed. He said this
23 is a timely step in any forthcoming process to quickly implement a changeover to District-
24 supplied culinary water. If a majority of residents opt to not change the source of their culinary
25 water, then the Council's decision will have no effect upon the City's existing culinary water
26 system.
27

28 Mr. Carter said the District has created four basic options the City may pursue to formulate a
29 new contract between the parties and that City Staff has no recommendation as to whether the
30 City's culinary water supply should be changed. However, staff recommends selection of an
31 option so the Council may receive an appropriate contract to consider soon after voting
32 concludes, and assuming the results demonstrate a majority of culinary water account customers
33 desire a change. He said it is also possible that the City Council will have to consider for itself
34 whether to change its respective water source, if the City receives an insufficient number of
35 ballots to rely upon the ballot process; this possibility strengthens the basis for Staff's
36 recommendation to consider contract alternatives at the present time.
37

38 Richard Bay, Chief Executive Officer of Jordan Valley Water Conservancy District (JVWCD),
39 along with Allen Packard, Chief Engineer, presented and explained in detail the following four
40 options for the Council's consideration:
41

42 **Current Contract Amount:** 545 acre-feet (AF) per year, as a category A contract, with
43 a perpetual term.
44

45 **JVWCD Contract Categories Available:**
46

- 47 A - First priority for water supply (volume) and capacity, with a perpetual term
48 and a minimum purchase amount.

1 B - 20% over contract category A, if available, with no commitment to purchase.
2 This is second priority for water volume and capacity.

3 C - Third priority for water volume and capacity, with a fixed term, minimum and
4 maximum purchase amounts specified.

5 “Zone B Water” - Up to 1,840 AF of category A water is available for Riverton
6 City as one of the “Four Affected Municipalities” in the Southwest Jordan
7 Valley Groundwater Project, as long as it is not contracted for by another
8 Affected Municipality. So, it is first-come, first-served. The term is 37 years,
9 and at that time the City could elect to relinquish this water or convert it to
10 category A water with a perpetual term.

11
12 **Current Annual City Potable Water Use:** approx. 4,800 AF

13
14 **Contract Options for the City:**

15

Option	Contract Amount (AF/yr.)				Comments
	Category A	Zone B	Category B	Category C	
1	4,800				Most firm
2	4,000		800		More firm
3	2,160	1,840	800		Firm, with flexibility in 37 years for Zone B Water
4	545		109	4,146	Risky

16
17 [7:35:29 PM](#) City Attorney Ryan Carter referred to Option 3 and asked if at the end of the 37 year
18 term, the City wanted to continue to utilize that water and roll it over into Class A water, would
19 it have the exact same price as the remaining water the City purchases under that class or would
20 there be a in difference pumping costs or capital facilities costs that would be associated? Mr.
21 Bay answered “yes” and said it would be the same price as any other Category A water price. He
22 then committed to the City that in 2050, when the City makes that election, JWCD will make
23 sure the water is there if the City elects to convert it, which, he said, means that JWCD will
24 carry the risk until 2050 rather than the City.

25
26 Of the proposed options above, Mr. Bay said he would not recommend Option 4 due to risks
27 posed to the City.

28
29 Ryan Carter explained the nature of Water Rights specifically to municipalities and said that the
30 current nature of the use of the City’s culinary water is used for domestic use in homes. He said
31 that all the City wells are properly characterized before the State Engineer as municipal use
32 water, which gives the City wide discretion as to uses for their water. He said that municipally
33 owned water can be collected and retained and not used at all for a minimum forty years so long
34 as the City has a study that says the water has a use that it can be put to within forty years’ time
35 from the date of the water right. However, in the meantime none of it has to be used.

36
37

1 [7:48:00 PM](#) Questions and comments from the City Council were addressed. Mr. Bay said that
2 the District is governed by a Board of Directors, which is based on total population of its
3 members. Lynn Crane, Herriman, currently serves as the Board Member from the southwest
4 region of Salt Lake County, Bluffdale, Herriman and Riverton. He said that districts are formed
5 by the Board and they choose how often they are reviewed. They then ask staff to do an
6 evaluation and make recommendations as per population keeping logical groupings per city. Mr.
7 Bay said the number of Board members is currently nine, which by state statute can be a
8 maximum of eleven but it has to be an odd number.

9
10 [7:52:21 PM](#) Further questions and comments were addressed.

11
12 [8:06:39 PM](#) Mayor Applegarth said he was in favor of metering secondary water for information
13 and conservation purposes only, not as a revenue source.

14
15 Council Member Sheldon Stewart **MOVED the City Council direct the Mayor to negotiate a**
16 **contract with the Jordan Valley Water Conservancy District which includes the general**
17 **features described in Option No. 3 of the options provided by Mr. Bay of the Jordan Valley**
18 **Water Conservancy District, and return to the Council with a final contract for**
19 **consideration after the voting process to decide the future source of Riverton culinary**
20 **water is completed with an additional request to evaluate a ten year structured agreement**
21 **that covers increase due to the size of the City.** Council Member Trent Staggs **SECONDED**
22 the motion. Mayor Applegarth called for discussion on the motion; there being none, he called
23 for a Roll Call Vote. The vote was as follows: Johnson-Yes, Staggs-Yes, Stewart-Yes, Tingey-
24 Yes, and Wayman-Yes. **The motion passed unanimously.**

25
26 [8:08:00 PM](#) Mayor Applegarth reviewed his budget proposal regarding fees and explained that
27 he said that as part of his five-year plan, “I promise that I won’t propose any fee increases for
28 culinary water (unless the City Council changes the source for culinary water)”. He explained his
29 position further and said that in the upcoming newsletter, further explanation would be given if
30 the water rate users vote to change their source for culinary water to JVWCD.

31 32 **4. CONSENT AGENDA**

33
34 [8:10:44 PM](#) Mayor Applegarth presented the following Consent Agenda:

- 35
1. **Minutes:** RCCM 10-07-14
 2. **Bond Releases:**
 1. Riverton Meadows, Lot 7 – 90% Performance Release
 2. Manchester Fields – 90% Performance Release

36
37 [8:10:47 PM](#) Council Member Trent Staggs **MOVED the City Council approve the Consent**
38 **Agenda as listed.** Council Member Sheldon Stewart **SECONDED** the motion. Mayor
39 Applegarth called for discussion on the motion; there being none, he called for a Roll Call Vote.
40 The vote was as follows: Johnson-Yes, Staggs-Yes, Stewart-Yes, Tingey-Yes, and Wayman-
41 Yes. **The motion passed unanimously.**

42
43

5. STAFF REPORTS

1. **City Manager Lance Blackwood** called for the following Staff Reports: [8:11:07 PM](#)

Aaron Nelson, Captain UFA, introduced himself and said he was attending in the absence of Asst. Chief Erik Sandstrom.

Lisa Dudley, Finance Director, said that the Comprehensive Annual Financial Report (CAFR) will be presented on December 2, 2014.

2. **Safety Training** – Ryan Carter, City Attorney, [8:13:08 PM](#) reported that changing the safety culture of the City continues and it is an ongoing effort.

6. ELECTED OFFICIAL REPORTS

Mayor Bill Applegarth – [8:14:02 PM](#) presented and reviewed a section from the Council Policy and Procedures regarding “Interaction with City Staff/Officials”. Following discussion, he said the issue would be reviewed and brought back with recommended changes for the Council’s consideration on a future agenda.

Council Member Brent Johnson – [8:35:34 PM](#) No report

Council Member Trent Staggs – [8:35:38 PM](#) spoke in favor of the Parkway cleanup that was scheduled in his district. He thanked staff for their time spent in answering questions about a development in his area. He then reported that at the recent UPD and SLVESA Board Meetings all the trustees voted to hold the line with no tax increase.

Council Member Sheldon Stewart – reported on the Unified Fire Authority (UFA) and reminded the Council of upcoming UFA public hearing. He then reported that he was recently appointed to a State Board of Special Districts.

Council Member Tricia Tingey – [8:42:22 PM](#) No report

Council Member Paul Wayman – [8:42:25 PM](#) asked about the progress of the new cemetery sign. Parks & Recreation Director Sheril Garn will return to the City Council with a final version of the Cemetery Rules for approval prior to posting. He also reported on the mosquito population and West Nile Virus.

7. UPCOMING MEETINGS

Mayor Applegarth reviewed the following upcoming meetings:

1. October 23, 2014 - 6:00-8:00 p.m. – District 4 & 5 Joint Open House re. Water Option – *City Council Conference Room*
2. November 6, 2014 – 5:00-8:00 p.m. – District 3 Open House re. Water Option – *City Hall*
3. November 11, 2014 – 6:30 p.m. – Regular City Council Meeting
4. December 2, 2014 - 6:30 p.m. – Regular City Council Meeting

1 **8. ADJOURN**

2
3 Council Member Tricia Tingey **MOVED to adjourn the City Council Meeting.** Council
4 Member Trent Staggs **SECONDED** the motion. Mayor Applegarth called for discussion on the
5 motion; there being none, he called for a vote. The vote was as follows: Council Member
6 Johnson-Yes, Staggs-Yes, Stewart-Yes, Tingey-Yes, and Wayman-Yes. **The motion passed**
7 **unanimously.** Mayor Applegarth declared the meeting adjourned 9:50 p.m.

8
9

10

11

12 _____
Virginia Loader, MMC

13 Recorder

14

15 Approved: Pending Minutes

16

Pending Minutes



Issue Paper

Item No. 4.3

Presenter/Submitted By:	Jason Lethbridge, Planning Manager	
Subject: ORDINANCE AMENDMENT, AMENDING SECTIONS 18.85.030, 18.85.090, 18.187.10, AND 18.187.20, INCLUDING 'TITLE LOAN' BUSINESSES IN THE CURRENT ORDINANCES REGULATING CHECK CASHING BUSINESSES, REVISIONS PROPOSED BY RIVERTON CITY	Meeting Date: November 11, 2014	
	Fiscal Impact: N/A	
	Funding Source: N/A	
Background: <p>The City Council on October 7, 2014, voted to approve amendments to the City's ordinances regulating check cashing businesses. The amendments added to the ordinance the regulation of 'title loan' businesses, which would be included under the same limitations and regulations as check cashing businesses are. The ordinance also amended the required distance between such businesses to one mile. In the approval, the City Council requested the inclusion of 'deferred deposit lending' in the ordinance. Under the Definitions section of the ordinance, 'check cashing' is defined as follows:</p> <p>"Check cashing" means cashing a check for consideration <i>or extending a deferred deposit loan</i> and shall include any other similar types of businesses licensed by the state pursuant to the Check Cashing Registration Act. [emphasis added]</p> <p>Staff added to the Definitions section language further defining a 'deferred deposit loan', utilizing language from the Check Cashing Registration Act in the Utah State Code. This item is being brought back to the Council for ratification with the requested changes.</p>		
Recommendation: <p>On September 25, 2014, the Planning Commission voted to recommend APPROVAL of this ordinance amendment.</p>		
Proposed Motion: <p>I move the City Council adopt <u>Ordinance No. 14-18</u>, amending sections 18.85.030, 18.85.090, 18.187.10, and 18.187.20, including 'title loan' businesses in the current ordinances regulating check cashing businesses, with other changes as described in the attached Exhibit "A".</p>		

RIVERTON CITY, UTAH
ORDINANCE NO. 14-18

AN ORDINANCE AMENDING SECTIONS 18.85.090, 18.187.10, AND 18.187.20, INCLUDING ‘TITLE LOAN’ BUSINESSES IN THE CURRENT ORDINANCES REGULATING CHECK CASHING BUSINESSES, REVISIONS PROPOSED BY RIVERTON CITY

WHEREAS, the Riverton City Planning Commission has received public input and made a recommendation regarding the above listed ordinance amendment; and,

WHEREAS, the City Council has held a public hearing to consider said amendment; and,

WHEREAS, the Riverton City Council has determined that it is in the best interest of the public to amend Riverton City Ordinance Sections 18.85.090, 18.187.10, AND 18.187.20, as described.

NOW THEREFORE, BE IT ORDAINED by the City Council of Riverton City, Utah as follows:

Section 1. The Riverton City Ordinance Sections 18.85.090, 18.187.10, AND 18.187.20 shall be, and hereby is, amended to reflect the changes as shown in Exhibit “A” attached hereto.

Section 2. This ordinance shall take effect upon passage.

PASSED AND APPROVED by the City Council of Riverton, Utah, on this 11th day of October, 2014 by the following vote:

Council Member Brent Johnson	___	Yes	___	No
Council Member Trent Staggs	___	Yes	___	No
Council Member Sheldon Stewart	___	Yes	___	No
Council Member Paul Wayman	___	Yes	___	No
Council Member Tricia Tingey	___	Yes	___	No

RIVERTON CITY

[SEAL]

ATTEST:

Bill Applegarth, Mayor

Virginia Loader, MMC
City Recorder

18.85.090 Check cashing regulations.

(1) The Riverton City council finds that the regulation of title lending businesses and check cashing businesses ~~are is~~ a serious matter which affects the prosperity and welfare of the residents of Riverton City. The council further finds that the regulation of title lending businesses and check cashing businesses is appropriately the responsibility of the governments of the United States and of the state of Utah. The council also finds that current regulation and control over title lending businesses check cashing businesses by the federal and state governments is inadequate to protect the welfare of the citizens of Riverton City, in that state and federal regulations do not place limitations on the locations wherein title lending businesses and check cashing businesses can be found, and further do not limit the number of eligible title lending businesses check cashing businesses within a community.

(2) Limitations.

(a) The total number of title lending businesses and check cashing businesses in Riverton City shall not exceed one check cashing business or title lending businesses (each) per 10,000 population of Riverton City, including a check cashing business or title lending businesses which operates as a legal nonconforming use within the municipal territory of Riverton City. A check cashing business which also offers title lending loan services, or vice versa, shall count as a title lending business and a check cashing business for purposes of counting the number of permitted businesses located within Riverton City, and for the purpose of determining restrictions found under subsections (c) and (d) of this section.

(b) Check cashing businesses and title lending businesses must provide to patrons a complete written description of the services provided by the business, which description is approved by the Utah State Department of Financial Institutions.

(c) No check cashing business shall be located within ~~600 feet~~ **one (1) mile** of any other check cashing business. Distance requirements defined in this section shall be measured in a straight line, without regard to intervening structures of zoning districts, from the entry door of each business.

(d) No title lending business shall be located within one (1) mile of any other title lending business. Distance requirements defined in this section shall be measured in a straight line, without regard to intervening structures of zoning districts, from the entry door of each business.

~~(d) A business engaged in offering title loans is not subject to the provisions of this section unless it engages in a check cashing business at the same location.~~

18.187.010 Prohibited – Exception.

Check cashing and title lending businesses are hereby prohibited in any zone other than the regional commercial zone found within Riverton City, the Riverton City general plan, or this title.

18.187.020 Lawful existing businesses.

All other check cashing and title lending businesses lawfully found to exist in any zone other than the regional commercial zone of Riverton City are hereby declared to be a legal nonconforming use.

18.05.030 Definition of terms.

"Check cashing" means cashing a check for consideration or extending a deferred deposit loan and shall include any other similar types of businesses licensed by the state pursuant to the Check Cashing Registration Act, including 'deferred deposit' lenders, as defined herein. "Check cashing" shall not be construed to include the activities of depository institutions or persons who cash a check in a transaction that is incidental to the retail sale of goods or services for consideration that does not exceed the greater of one percent of the amount of the check or \$1.00.

"Deferred deposit loan" means a transaction where:

(a) a person:

- (i) presents to a deferred deposit lender a check written on that person's account; or
- (ii) provides written or electronic authorization to a deferred deposit lender to effect a debit from that person's account using an electronic payment; and

(b) the deferred deposit lender:

- (i) provides the person described above an amount of money that is equal to the face value of the check or the amount of the debit less any fee or interest charged for the transaction; and
- (ii) agrees not to cash the check or process the debit until a specific date.



Issue Paper

Item No. 4.4

Presenter/Submitted By:	Craig Calvert, Purchasing Manager	
Subject: Request permission to ratify the purchase of picnic tables and park benches from Sonntag Recreation that are to be installed at the Main City Park.	Meeting Date: November 11, 2014	
	Fiscal Impact: \$75,190.00	
	Funding Source: 74-64-709	
Background: In the main park renovation project the City is responsible to furnish the picnic tables and park benches. They are to be shipped to Okland Construction who is responsible for the assembly and installation. A request for quotation has been issued for these items and the tabulations are attached. Receipt of the order is approximately 6 weeks after the order is placed. Okland Construction would like to assemble these items the first two weeks in December. The purchase order had to be sent to get them in time. For that reason we are requesting Council to ratify the purchase.		
Recommendation: Staff's recommendation is to ratify the purchase of picnic tables and park benches from Sonntag Recreation that are to be installed at the Main City Park.		
Recommended Motion: "I move the City Council approve <u>Resolution No. 14-69</u> - Ratifying the purchase of picnic tables and park benches from Sonntag Recreation that are to be installed at the Main City Park."		

RIVERTON CITY, UTAH
RESOLUTION NO. 14-69

A RESOLUTION RATIFYING THE PURCHASE OF PICNIC TABLES AND PARK BENCHES FROM SONNTAG RECREATION THAT ARE TO BE INSTALLED AT THE MAIN CITY PARK

WHEREAS, Riverton City is required by ordinance to approve any purchase that exceeds \$25,000 in a public meeting; and,

WHEREAS, the City is responsible to furnish the picnic tables and park benches for the main park renovation project.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF RIVERTON CITY AS FOLLOWS:

Section 1. Riverton City ratifies the purchase of picnic tables and park benches from Sonntag Recreation that are to be installed at the Main City Park.

Section 2. This resolution shall become effective upon passing.

PASSED AND ADOPTED by the City Council of Riverton, Utah, this 11th day of November by the following vote:

Council Member Brent Johnson	___	Yes	___	No
Council Member Trent Staggs	___	Yes	___	No
Council Member Sheldon Stewart	___	Yes	___	No
Council Member Roy Tingey	___	Yes	___	No
Council Member Paul Wayman	___	Yes	___	No

RIVERTON CITY

[SEAL]

Bill Applegarth, Mayor

ATTEST:

Virginia Loader, MMC
City Recorder

Quote No. CC14120
 Due Date: September 18, 2014

Tabulation

Specification/Plan Reference Number(s)	Quant.	Unit	All About Play		Anova Furnishings		APEX		Best Litter		Big T		Game Time		Highland		Lucky Dog		R.J. Thomas		Premier Site		Recreation Brands		Renaissance Contract		Secural Datashred		Sontag		Upbeat	
			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
8' Picnic Table	40	LS	499.00	19,960.00	683.00	27,320.00	937.61	37,504.40	615.00	24,600.00	620.00	24,800.00	598.00	23,920.00	655.20	26,208.00	738.00	29,520.00	626.78	25,071.20	609.38	24,375.20	761.10	30,444.00	1,299.00	51,960.00	840.00	33,600.00	510.00	20,400.00	991.75	39,670.00
ADA 8' Picnic Table	18	LS	486.00	8,748.00	866.75	15,601.50	1,039.33	18,707.94	615.00	11,070.00	620.00	11,160.00	573.00	10,314.00	655.20	11,793.60	714.00	12,852.00	592.14	10,658.52	593.53	10,683.54	761.10	13,699.80	1,285.00	23,130.00	910.00	16,380.00	500.00	9,000.00	1,075.75	19,363.50
Freight	1	Lot	4,819.85	4,819.85	Inc.	0.00	Inc.	0.00	2,250.00	2,250.00	Inc.	0.00	5,147.00	5,147.00	2,761.38	2,761.38	3,493.18	3,493.18	Inc.	0.00	710.20	710.20	4,015.00	4,015.00	Inc.	0.00			4,000.00	4,000.00	Inc.	0.00
Total			33,527.85		42,921.50		56,212.34		37,920.00		35,960.00		39,381.00		40,762.98		45,865.18		35,729.72		35,768.94		48,158.80		75,090.00		49,980.00		33,400.00		59,033.50	

Freight Charges are based on a quantity of 58 tables.

Quote No. CC14143

Due Date: October 20, 2014

Tabulation

Specification/Plan Reference Number(s)	Quant.	Unit	Big T		Garrett & Company		Sonntag		
			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	
8' Bench with back, Perforated Steel. Playworld Systems #ZZXX1449 or acceptable substitute.	12	Ea	371.00	4,452.00	599.00	7,188.00	429.00	5,148.00	
8' Bench without back, Perforated Steel. Playworld Systems #ZZXX1422 or acceptable substitute.	4	Ea	230.00	920.00	260.00	1,040.00	296.00	1,184.00	
8' Decorative Bench, Dumor #162-80 or acceptable substitute. The City will purchase between 15 to 28 decorative benches depending on budget. If the price changes within that quantity indicate the price breaks.	28	Ea	1,122.00	31,416.00	1,150.00	32,200.00	1,440.00	40,320.00	
Trash Receptacle, Premier Site Furniture #OAK-0132 or acceptable substitute.	14	Ea	867.00	12,138.00	700.00	9,800.00	765.00	10,710.00	
Freight	1	Lot	2,713.44	2,713.44	Inc.	0.00	Inc.	0.00	
				Total	51,639.44		50,228.00		57,362.00

Freight Charges are based on a quantity of 28 benches.

All items were awarded to the low bidder except for the Decorative Benches which was awarded to Sonntag Recreation. For the decorative benches the bench that was specified has go-wing legs and decoration along the top of the bench. The substitutes by Big T Recreation and Garrett & Company did not have those features, not an acceptable substitute.



Issue Paper

Item No. 4.5

Presenter/Submitted By:	G. Trace Robinson P.E.	
Subject: Resolution No. 14-70 – Purchase of Parcel No. 27-30-152-001 which is a retention pond in the Harvest Creek Subdivision	Meeting Date: 11/18/2014	
	Fiscal Impact: \$5,684.50	
	Funding Source: 66-60-300	
Background: Parcel No. 27-30-152-001, a parcel previously owned by Windsor Estate LLC, aka, Harvest Creek Subdivision is encumbered by a stormwater drainage easement retention area required by City design standards to manage flood control. Subsequently, the owner failed to pay property taxes and the property went to tax sale last May. No one bid on the parcel and it fell into Salt Lake County ownership. Salt Lake County Real Estate Office recognizing this parcel is necessary for a Riverton City flood control system has offered this parcel to the City for the amount of the back taxes, penalties, interest and tax sale administrative fees. The Cost will be \$5,684.25.		
Recommendation: Staff is requesting approval to purchase Parcel No. 27-30-152-001		
Proposed Motion: I move the City Council approve <u>Resolution No. 14-70</u> - Authorizing the Mayor, or Designee, to sign the purchase document for Parcel No. 27-30-152-001.		

RIVERTON CITY, UTAH
RESOLUTION NO. 14-70

**A RESOLUTION AUTHORIZING THE CITY TO PURCHASE PARCEL 27-30-152-001
OF THE HARVEST CREEK SUBDIVISION**

WHEREAS, a drainage easement is recorded on parcel 27-30-152-001 or the Harvest Creek subdivision previously owned by Windsor Estate LLC; and,

WHEREAS, the drainage easement is necessary for flood control of the Harvest Creek Subdivision; and,

WHEREAS, Windsor Estate LLC failed to pay taxes, the property went to tax sale, and the parcel fell into Salt Lake County ownership, and,

WHEREAS, the Salt Lake County Real Estate Office recognizes this parcel is necessary for the Harvest Creek Subdivision flood control system, a subdivision within Riverton City boundaries as offered this parcel to Riverton City for the amount of \$5,684.25 which is the back taxes, penalties, interest and tax sale administrative fees for 2014, and,

WHEREAS, the City Council of Riverton City, Utah does hereby determine that it is in the best interests of the health, safety and welfare of the citizens of Riverton City to preserve this drainage easement and flood control system.

NOW THEREFORE, BE IT RESOLVED by the City Council of Riverton City, Utah as follows: Hereby approves the purchase of parcel 27-30-152-001 and that the Mayor is authorized to execute the documents to purchase said parcel.

1. This resolution shall become effective upon passage.

PASSED AND APPROVED by the City Council of Riverton, Utah, this 11th day of November, 2014 by the following vote:

Council Member Brent Johnson	___	Yes	___	No
Council Member Trent Staggs	___	Yes	___	No
Council Member Sheldon Stewart	___	Yes	___	No
Council Member Tricia Tingey	___	Yes	___	No
Council Member Paul Wayman	___	Yes	___	No

RIVERTON CITY

[SEAL]

ATTEST:

Bill Applegarth, Mayor

Virginia Loader, MMC
City Recorder



Issue Paper

Item No. 4.6

Presenter/Submitted By:	Jason Lethbridge, Planning Manager	
Subject: AMENDMENT TO ORDINANCE FOR VACATION OF EXISTING PUBLIC RIGHT OF WAY, 1500 WEST AT INTERSECTION WITH 12600 SOUTH, RIVERTON CITY INITIATED	Meeting Date: November 11, 2014	
	Fiscal Impact: N/A	
	Funding Source: N/A	
Background: <p>In 2007, the City Council approved an ordinance vacating the portion of 1500 West which used to run as a public right-of-way adjacent to the former Bombdiggity property just north of the main city park, but the property was not at that time deeded to the adjacent property owners. Recently, the property on the west of that right-of-way was approved for development, to include a portion of the vacated right-of-way. The owners on both sides have agreed to accept and assume responsibility for development and/or maintenance of the properties. However, the ordinance, as adopted in 2007, did not include an accurate legal description for the vacated portion of the right-of-way, and so the Salt Lake County Recorder's Office cannot record the vacation. This item is an amendment to the original documents including the legal description of the property. No change has been made to the area being vacated, and the adjacent property owners have been notified. This ordinance will <u>replace Ordinance No. 07-07</u>.</p>		
Recommendation: <p>Approve an ordinance vacating a portion of a public street known as 1500 West in Riverton City.</p>		
Proposed Motion: <p>I move the City Council adopt <u>Ordinance No. 14-22</u> - Vacating a portion of a public street known as 1500 West in Riverton City, Utah as described.</p>		

RIVERTON CITY, UTAH
ORDINANCE NO. 14-22

AN ORDINANCE VACATING A PORTION OF A PUBLIC STREET KNOWN AS 1500 WEST IN RIVERTON CITY, UTAH

WHEREAS, the City Council of Riverton City, Utah, has the authority, on its own initiative or by petition, pursuant to Utah Code §10-9a-609.5, to vacate public streets and rights of way within Riverton City; and,

WHEREAS, the City has complied with the public notice requirements of Utah Code sections §10-9a-208; and,

WHEREAS on the 28st day of August, 2007, the City held a public hearing according to the law, concerning the proposed vacation of a portion of 1500 West, as described herein; and,

WHEREAS, the City Council has found that there is good cause to vacate the street right of way and that the vacating of the street right of way will not be detrimental to the public interest.

NOW, THEREFORE, be it ordained by the Governing Body of Riverton City that:

1. The public street right of way for a portion of 1500 West in Riverton City, described as follows:

BEGINNING AT THE SOUTHERLY RIGHT-OF-WAY LINE OF 12600 SOUTH STREET (STATE ROAD), SAID POINT BEING EAST 97.48 FEET AND SOUTH 58.90 FEET AND SOUTH 89°51"19 EAST 1223.20 FEET FROM THE NORTH QUARTER CORNER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 202.09 FEET; THENCE WEST 26.18 FEET; THENCE NORTH 202.15 FEET TO SAID SOUTHERLY RIGHT-OF-WAY; THENCE SOUTH 89°51"19 EAST RIGHT-OF-WAY 26.18 FEET TO THE POINT OF BEGINNING.

And

BEGINNING AT THE SOUTHERLY RIGHT-OF-WAY LINE OF 12600 SOUTH STREET (STATE ROAD), SAID POINT BEING EAST 97.48 FEET AND SOUTH 58.90 FEET AND SOUTH 89°51"19 EAST 1249.38 FEET FROM THE NORTH QUARTER CORNER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 202.03 FEET; THENCE WEST 26.18 FEET; THENCE NORTH 202.09 FEET TO SAID SOUTHERLY RIGHT-OF-WAY; THENCE SOUTH 89°51"19 EAST ALONG SAID RIGHT-OF-WAY 26.18 FEET TO THE POINT OF BEGINNING.

as shown on the attached Exhibit "A", is hereby vacated and pursuant to Utah Code section §10-9a-609.5(3), the City does hereby revoke any acceptance of the dedication of such street right of way and does hereby relinquish its fee interest, if any, to the property. The private rights of way

and easements therein, if any, of any lot owner and the franchise rights of any public utility shall not be impaired by this action.

PASSED AND APPROVED by the City Council of Riverton, Utah, this 11th day of November, 2014 by the following vote:

Council Member Brent Johnson	___	Yes	___	No
Council Member Trent Staggs	___	Yes	___	No
Council Member Sheldon Stewart	___	Yes	___	No
Council Member Paul Wayman	___	Yes	___	No
Council Member Tricia Tingey	___	Yes	___	No

[SEAL]

RIVERTON CITY

ATTEST:

Bill Applegarth, Mayor

Virginia Loader, MMC
City Recorder

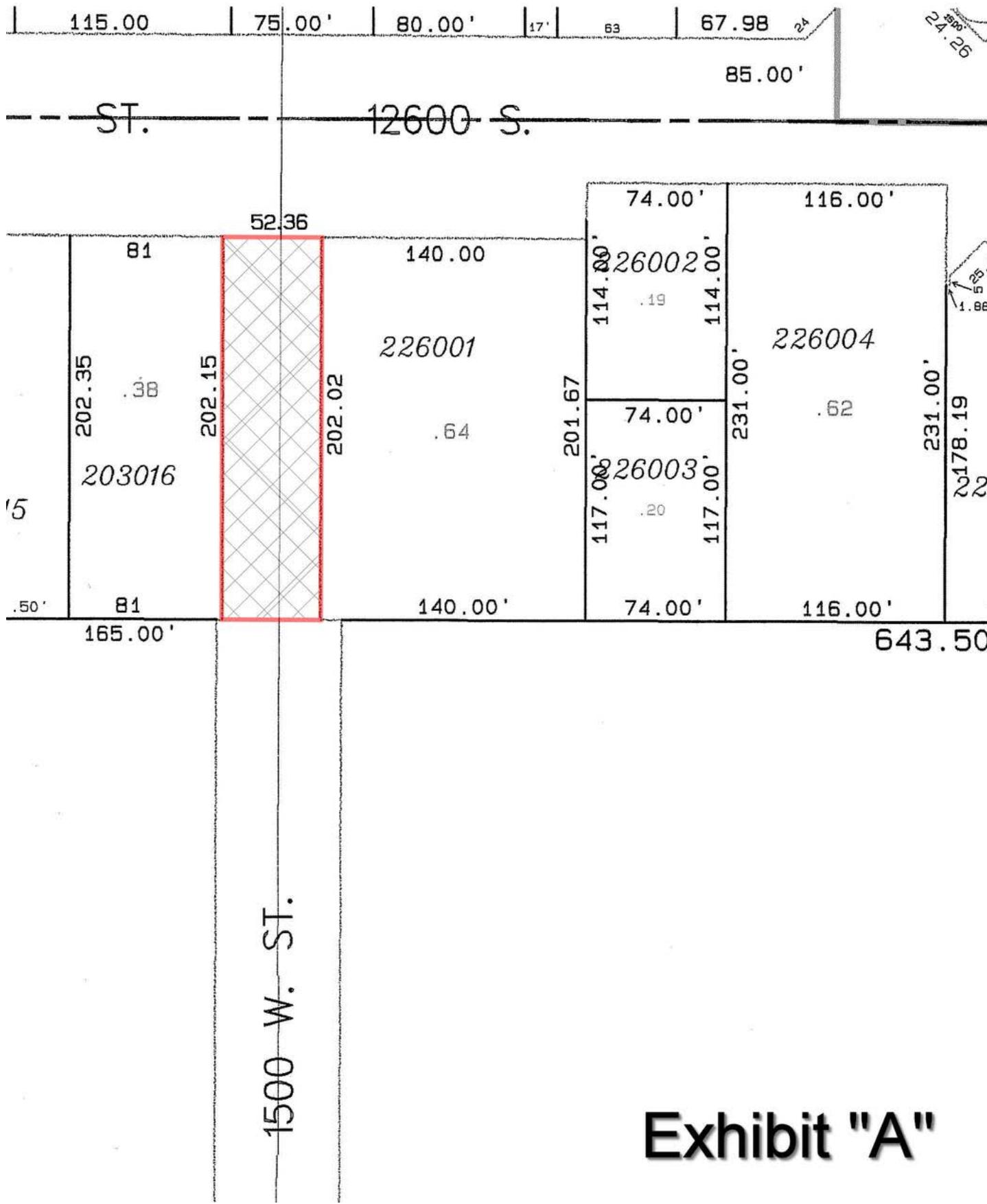


Exhibit "A"