
6:00 p.m. – Council Meeting (Council Chambers)**A. Welcome & Roll Call****B. Pledge of Allegiance – Bart Stevens****C. Invocation – TBA, by invitation****D. Public Comment**

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

E. Presentations and Reports

1. Mayor's Report
2. City Council Assignment Reports
3. Development Review Committee Report

F. Consent Items

1. Consideration to approve meeting minutes from October 6, 2026 City Council Meeting

G. Action Items

1. **STORMWATER MANAGEMENT PLAN – Shawn Douglas**
 - a. **Public Hearing** – 2026 Stormwater Management Plan
 - b. Consideration of **Resolution 2026-36** Adopting the 2026 Stormwater Management Plan
 - c. Consideration of **Resolution 2026-37** Approving an Interlocal Agreement between Riverdale City and Weber County for the Golden Spike Stormwater Coalition
2. **RIVERSIDE FLATS TOWNHOMES (690 W 4400 S) – Brandon Cooper**
 - a. **Ordinance 1015** amending the Riverdale City Zoning Map to apply a Planned Development Overlay
 - b. Consideration of **Resolution 2026-38** Approving a Development Agreement for Riverside Flats Planned Development
 - c. Consideration to approve a proposed **Site Plan** for Riverside Flats Planned Development
3. **SCHWAB PROPERTY (1500 W Ritter Drive) – Brandon Cooper**
 - a. Consideration of **Ordinance 1016** amending the Riverdale City General Plan to update the Future Land Use Map
 - b. Consideration of **Ordinance 1017** approving a zoning map amendment
 - c. Consideration of **Resolution 2026-39** approving an Agreement for Development of Land
4. **DISCUSSION:** Rural Communities Opportunity Grant and SHIP Loan – *Brandon Cooper*
5. **DISCUSSION:** Waiver of utility fees
6. **DICUSSION:** Weber Fire District/Tax Information update

H. Upcoming Events

- Lunch with the Mayor – November 10th
- Veteran's Day Program – November 11th 10:00 a.m.
- Senior Center Thanksgiving Lunch – November 20th 11:00 a.m.

- Thanksgiving – November 26th (offices closed November 26th and 27th)

I. Comments

1. City Council
2. City Staff
3. Mayor

J. Adjournment

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

Certificate of Posting

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted within the Riverdale City limits on this 30th day of October 2026 at the following locations: 1) Riverdale City Hall Noticing Board 2) the City website at <http://www.riverdaleutah.gov/> 3) the Public Notice Website: <http://www.utah.gov/pmn/index.html>.

Michelle Marigoni
Riverdale City Recorder

**The City Council meeting on November 4, 2026 is viewable electronically and may be accessed by clicking on the link below. The regular City Council Chambers will be available for in-person participation. The agenda for the meeting is also attached above. **

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

Minutes of the Regular Meeting of the Riverdale City Council held Tuesday, October 6, 2026, at 6:00 p.m. at the Civic Center, 4600 S Weber River Dr., Riverdale City, Weber County, Utah.

Present:

City Council:	Braden Mitchell, Mayor Alan Arnold, Councilmember Bart Stevens, Councilmember Michael Richter, Councilmember Kent Anderson, Councilmember
City Employees:	Steve Brooks, City Administrator/Attorney Casey Warren, Police Chief Brandon Cooper, Community Development Director Shawn Douglas, Public Works Director Matthew Hennessy, Fire Chief Michelle Marigoni, City Recorder
Excused:	Anne Hansen, Councilmember
Visitors:	Eden Redd, Emily Redd, Mormon Redd Connie Fuller David Messina Members of the public

Welcome & Roll Call

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

Pledge of Allegiance – Steve Brooks

Invocation – Kent Anderson

Mayor Mitchell requested consensus from the Council to adjust the agenda order by moving the Public Comment section to follow Presentations and Reports to accommodate members of the public wishing to be present for specific comments. Council agreed to the requested change.

Presentations and Reports

1. Mayor's Report

Mayor Mitchell reported that the Hill Air Force Base Air Show originally planned for 2026 has been rescheduled for May 1-2, 2027, to accommodate the schedule of the U.S. Air Force Thunderbirds team. He also announced that HAFB received a \$9.1 million Department of Defense grant to construct a frontage road connecting the West Gate in Clearfield directly to the North Gate (formerly the Roy Gate).

He summarized municipal topics to be addressed at the Utah League of Cities and Towns Annual Convention, including water conservation mandates, data center regulation, automated license plate reader (Flock) camera policies, zoning amendments, and the recent surge in automated AI-generated GRAMA and Open and Public Meetings Act requests impacting city recorders state-wide.

2. City Council Assignment Reports

Council members had nothing to report.

3. Development Review Committee Report

Councilor Richter reported on the Development Review Committee (DRC) review of a proposed Bank of America branch located at 1050 Riverdale Road on the former gas station site, with a rear drive-thru ATM lane. In response to DRC feedback requesting a reduction in exterior stucco, the developer submitted revised architectural elevations reflecting a 55 percent reduction in stucco, which was circulated to committee members for final approval without requiring a second formal meeting.

Councilmember Arnold offered a public apology for prior critical remarks he had made regarding a Dave's Hot Chicken location, noting he had recently viewed their Logan facility and found it very well designed. Councilmember Anderson inquired about upcoming bridge construction closures along 4400 South and Interstate 84. Staff noted that the first bridge structure was expected to be slid into place between October 14 and October 19, requiring temporary road closures, while 1500 West would undergo paving closures from October 8 to October 11. 300 West work was nearing completion.

Public Comment

Mayor Mitchell invited members of the public to speak and noted that no action would be taken during public comment. Comments were limited to three minutes.

Connie Fuller expressed appreciation for Recreation Director Rich Taylor and Senior Center Coordinator Miranda Rizzi, complimenting their outstanding management and dedication in running community center and senior programs.

David Messina, speaking on behalf of his LDS ward and the surrounding community, expressed deep gratitude to Riverdale first responders for their extraordinary service and compassionate care during a tragic house fire on October 1, 2026. On behalf of the community, he presented thank you cards and handcrafted Minky blankets to the attending police officers and firefighters.

Police Chief Casey Warren thanked the community for their continuous support, stressing that Riverdale officers and firefighters feel deeply honored to serve such a caring neighborhood. He commended the seamless joint response of Riverdale police, fire personnel, and neighboring public safety agencies during the tragedy, noting that small victories lie in offering compassion to families in crisis. Chief Warren also conveyed heartfelt messages of appreciation from the Bird family to the city, emergency responders, and community members. Following his remarks, Mayor Mitchell led a moment of silence in honor of the Bird family.

Consent Items

1. Consideration to approve meeting minutes from:

September 15, 2026 Council Meeting

Mayor Mitchell asked if there were any changes to the minutes. There were no changes.

MOTION: Councilmember Arnold moved to approve the consent items with the changes. Councilmember Richter seconded the motion. There was not any discussion regarding this motion, which passed unanimously in favor.

Action Items

1. Consideration to enter into a closed session pursuant to Utah code 52-4-205 (e) to discuss the sale of real property (Roll call vote)

Motion: Councilmember Arnold moved to enter into a closed session.

Second: Councilmember Anderson

Councilor Hansen	Absent
Councilor Richter	Yes
Councilor Arnold	Yes
Councilor Anderson	Yes
Councilor Stevens	Yes

Motion passed unanimously. Closed session began at 6:19 p.m.

Present in closed session: Councilmembers Arnold, Stevens, Richter, and Anderson, Mayor Mitchell, Steve Brooks, Brandon Cooper, Michelle Marigoni

Motion: Councilmember Arnold moved to adjourn the closed session and reopen the meeting.

Second: Councilmember Richter

Councilor Arnold	Yes
Councilor Anderson	Yes
Councilor Hansen	Absent
Councilor Stevens	Yes
Councilor Richter	Yes

Motion passed unanimously. Closed session ended at 7:03 p.m.

2. Discussion and action regarding the potential sale of property

Steve Brooks introduced the item regarding a leftover municipal real property parcel situated adjacent to an abandoned railroad right-of-way behind residential lots. Eden Redd, accompanied by her family, addressed the Council and presented a personal statement requesting to purchase the adjacent municipal parcel to expand her family's yard space for gardening and recreation, pledging diligent stewardship of the land. Staff noted that selling and consolidating this strip would resolve long-standing boundary line ambiguities and help mitigate local fire risks in the overgrown wooded corridor.

During discussion, Councilmember Arnold initially inquired whether the adjacent property owner at 4044 South should be formally notified of the potential sale. Upon learning that the home at 4044 South was currently vacant and the previous occupants had moved away, Councilmember Arnold withdrew that condition. He emphasized that the transaction should proceed under established municipal surplus property procedures originally utilized for railroad parcel conveyances 20 years ago, including factoring updated administrative costs into the land valuation.

Motion: Councilmember Arnold made a motion to move forward and explore the purchase of the property by the Redd family, utilizing established railroad parcel conveyance procedures and metes-and-bounds boundary survey guidelines, and granting city staff authority to enter into purchase negotiations with the final contract subject to Council approval.

Second: Councilmember Richter

Councilor Stevens	Yes
Councilor Richter	Yes
Councilor Arnold	Yes
Councilor Anderson	Yes
Councilor Hansen	Absent

3. Consideration of Ordinance #1014 amending Riverdale City Code Title 10 Chapter 22 – Planned Development: adding R-4 and R-5 residential zones as eligible zones and other minor corrections

Mr. Cooper presented Ordinance #1014, explaining that during the recent comprehensive update of the Planned Development (PD) code, multi-family R-4 and R-5 residential zones were inadvertently omitted from eligibility. He reported that a proposed 26-unit townhome development north of 4400 South requires PD overlay eligibility to proceed. Mr. Cooper noted that the Planning Commission reviewed the proposal and forwarded a unanimous positive recommendation. He clarified that incorporating R-4 and R-5 zones into PD eligibility does not alter underlying density limits and preserves complete City Council discretion over final site plans and negotiated development standards. Minor typographical and grammatical corrections were also incorporated into the draft ordinance.

Motion: Councilmember Arnold moved to approve Ordinance #1014 amending Riverdale City Code Title 10 Chapter 22 – Planned Development: adding R-4 and R-5 residential zones as eligible zones and incorporating other minor corrections.

Second: Councilmember Anderson

Councilor Hansen	Absent
Councilor Stevens	Yes
Councilor Anderson	Yes
Councilor Richter	Yes
Councilor Arnold	Yes

Motion passed unanimously.

4. Fire Department Update

Mr. Brooks provided an update regarding the proposed annexation of Riverdale emergency services into the Weber Fire District. He reported that the Fire District held a public hearing on October 1, 2026, where the district board reaffirmed approval of Riverdale's annexation. Despite public notice mailings prompting some resident inquiries, only two Riverdale citizens attended the hearing, with public sentiment remaining overwhelmingly supportive. A required 30-day protest period is underway, after which final interlocal agreements will be submitted to the City Council in early November 2026.

In response to inquiries from Councilmember Stevens regarding equipment negotiations, Mr. Brooks confirmed that the Riverdale Fire Station building remains city-owned property leased to the district, while Weber Fire District assumes full employment of department personnel. Chief Hennessy explained that city fire apparatus has a 15-year operational lifespan, noting that Riverdale's primary 2017 fire engine is approaching 10 years of service, whereas the backup 1999 engine has suffered repeated transmission failures and severe mechanical degradation.

Chief Hennessy highlighted that Weber Fire District maintains centralized regional backup apparatus pools, eliminating the financial necessity for Riverdale to maintain redundant backup fire engines, though he strongly advocated keeping the 2017 custom engine stationed locally in Riverdale due to its design tailored to local commercial and residential building demographics. It was also noted that administrative vehicles could be used during negotiations to offset initial personnel transition costs.

Mr. Brooks further reported that due to Chief Hennessy's upcoming transition, the city must fill the Emergency Operations Manager role. He proposed assigning Emergency Management duties as an additional assignment to Recreation Director Rich Taylor, highlighting his organizational strengths, daily presence at both the Civic Center and Senior Center (designated emergency shelter facilities), and ability to manage emergency logistics while allowing public safety chiefs to focus exclusively on incident command. The Council voiced strong concurrence with the proposed assignment.

5. Training – OPMA, GRAMA, Ethics

Mr. Brooks presented training on Open Public Meetings Act and Ethics.

Upcoming Events

- October 27-28 – ULCT Annual Convention, Salt Lake City

Comments

1. City Council

Councilor Anderson praised Chief Warren, Chief Hennessy, Steve Brooks, and Brandon Cooper for their high degree of professionalism and dignified media representation following the recent tragic house fire. He also inquired about utility fee waivers for the Bird family and suggested evaluating code amendments to address emergency fee relief. Mr. Brooks responded that he possessed administrative authority under current ordinance to handle the utility relief and was preparing formal code modifications to streamline emergency utility waivers for future council consideration.

2. City Staff

City staff had no additional comments.

3. Mayor

Mayor Mitchell had no additional comments.

Adjournment

Having no further business to discuss, Councilmember Arnold moved to adjourn the meeting. Councilmember Richter seconded the motion. The meeting was adjourned at 8:30 p.m.

Date Approved:



CITY COUNCIL AGENDA
November 4, 2026

AGENDA ITEM: G1

SUBJECT: Stormwater Management Plan

PRESENTER: Shawn Douglas, Public Works Director

INFORMATION:

- a. ---
- b. Executive Summary (SWMP)
Resolution 2026-36
Stormwater Management Plan
- c. Executive Summary (Interlocal)
Resolution 2026-37
Draft Interlocal Agreement

[BACK TO AGENDA](#)



City Council Executive Summary

For the Council meeting on:
November 4th, 2026

Petitioner:
Shawn Douglas, Public Works Director

Summary of Proposed Action

Consideration of Resolution #2026-36 Adopting the 2026 Stormwater Management Plan

Summary of Supporting Facts & Options

This storm water plan is required to be updated and adopted every five years. We have completed the updates to meet the new permit requirements. With the audit that we are currently doing with the state we will probably need to update the plan several times between now and next May. I would recommend approval.



RESOLUTION NO. 2026-36

A RESOLUTION ADOPTING THE RIVERDALE CITY STORM WATER MANAGEMENT PROGRAM, UPDATE 2026; AUTHORIZING IMPLEMENTATION AND SUBMISSION TO THE UTAH DIVISION OF WATER QUALITY; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, Riverdale City is a municipal corporation organized under the laws of the State of Utah;

WHEREAS, the City operates a municipal separate storm sewer system (MS4) and maintains a Storm Water Management Program (SWMP) to address applicable Utah Pollutant Discharge Elimination System (UPDES) permit requirements;

WHEREAS, the City originally prepared its SWMP in August 2004 and has revised it periodically, including revisions associated with its MS4 permit;

WHEREAS, the Public Works Department has prepared the “Riverdale City Storm Water Management Program – Update 2026,” reflecting the City’s current program, goals, responsibilities, and six minimum control measures;

WHEREAS, the City Council has scheduled and conducted a public hearing on November 4, 2026, to receive and consider public comments on the proposed updated SWMP; and

WHEREAS, after considering the proposed update and comments received, the City Council finds adoption to be in the best interests of the City and its residents;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF RIVERDALE CITY, UTAH:

SECTION 1. ADOPTION.

The City Council hereby adopts the “Riverdale City Storm Water Management Program – Update 2026,” including its associated appendices, as the City’s updated SWMP. The adopted program is incorporated by reference as Exhibit A and shall be retained in the official City records. It supersedes earlier SWMP versions to the extent of any inconsistency.

SECTION 2. IMPLEMENTATION.

The City Administrator, Public Works Director, and appropriate City personnel are authorized to implement and administer the updated SWMP in accordance with applicable law and permit requirements. The program addresses public education and outreach; public involvement and participation; illicit discharge detection and elimination; construction site runoff control; long-term storm water management in new development and redevelopment; and pollution prevention and good housekeeping for municipal operations.

SECTION 3. STATE SUBMISSIONS.

The Public Works Director or authorized designee is directed to submit the adopted SWMP and required supporting materials to the Utah Division of Water Quality, and to submit the applicable Notice of Intent through NeTMS4, consistent with applicable permit requirements and the November 9, 2026 target identified in the SWMP.

SECTION 4. PUBLIC ACCESS AND REPORTING.

The City shall maintain the adopted SWMP for public inspection and post the current adopted version on the City website. The Public Works Department shall undertake periodic reviews, maintain records, and submit reports as required by applicable permits.

SECTION 5. ADMINISTRATIVE REVISIONS.

The City Administrator and Public Works Director may make non-substantive administrative and technical updates necessary for implementation and permit compliance. Material policy changes or commitments requiring Council authorization shall return to the City Council for approval.

SECTION 6. LIMITATION.

Nothing in this Resolution independently authorizes expenditures, contracts, ordinance amendments, or enforcement measures requiring separate approval under applicable law.

SECTION 7. EFFECTIVE DATE.

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the Riverdale City Council this 4th day of November, 2026.

RIVERDALE CITY

Braden D. Mitchell, Mayor

ATTEST:

Michelle Marigoni, City Recorder

VOTE:

Alan Arnold	_____	Yes	_____	No	_____	Absent
Bart Stevens	_____	Yes	_____	No	_____	Absent
Anne Hansen	_____	Yes	_____	No	_____	Absent
Michael Richter	_____	Yes	_____	No	_____	Absent
Kent Anderson	_____	Yes	_____	No	_____	Absent



RIVERDALE CITY STORM WATER MANAGEMENT PROGRAM

Originally Prepared: August 2004

Latest Permit Revisions: August 2026

Revision Log:

[illegible]

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Background

Polluted storm water runoff is often transported to municipal separate storm sewer systems (MS4s) and ultimately discharged into local rivers and streams without treatment. EPA's Storm Water Phase II Rule establishes an MS4 storm water management program that is intended to improve the Nation's waterways by reducing the quantity of pollutants that are introduced into storm sewer systems during storm events. Common pollutants include oil and grease from roadways, roadway salts and deicing materials, pesticides and fertilizers from lawns, sediment from construction sites, and carelessly discarded trash, such as cigarette butts, paper wrappers, and plastic bottles. When deposited into nearby waterways through MS4 discharges, these pollutants can impair the waterways, thereby discouraging use of the resource, contaminating water supplies, and interfering with the habitat for fish, other aquatic organisms, and wildlife.

In 1990, EPA promulgated rules establishing Phase I of the National Pollutant Discharge Elimination System (NPDES) storm water program. The Phase I program for MS4s requires operators of "medium" and "large" MS4s, that is, those that generally serve populations of 100,000 or greater, to implement a storm water management program as a means to control polluted discharges from these MS4s. The Storm Water Phase II Rule extends coverage of the NPDES storm water program to certain "small" MS4s but takes a slightly different approach to how the storm water management program is developed and implemented.

In the State of Utah, the EPA has granted primacy to the State of Utah to oversee and manage the storm water program. The State has adopted the Utah Pollutant Discharge Elimination System (UPDES) for that purpose. Riverdale City has prepared this Storm Water Management Program (SWMP) to meet the requirements of the UPDES Storm Water Discharge Permit for Small MS4s.

Stormwater Management Program

A Storm Water Management Program should:

- Reduce the discharge of pollutants to the "maximum extent practicable" (MEP);
- Protect water quality;
- Satisfy the appropriate water quality requirements of the Clean Water Act;
- Be phased in over a five year period; and
- Be reviewed and modified as necessary to accomplish the objectives of the program.

Storm water management programs must include:

- Best Management Practices (BMPs) for each of the six minimum control measures;
 1. Public Education and Outreach
 2. Public Participation/Involvement
 3. Illicit Discharge Detection and Elimination
 4. Construction Site Runoff Control
 5. Post-Construction Runoff Control
 6. Pollution Prevention and Good Housekeeping
- Measurable goals for each minimum control measure (i.e., narrative or numeric standards used to gauge program effectiveness);
- A schedule including estimated months and years in which actions to implement each measure will be undertaken, including interim milestones and frequency; and
- The person or persons responsible for implementing or coordinating each element of the storm water program.

Permit Application and Notice of Intent

Phase II Rule encourages the development of a storm water management program by requiring a Notice of Intent (NOI) describing the storm water management program to be submitted to the NPDES permitting authority. The Notice of Intent becomes the permit application.

Cities required to permit under Phase II are allowed to cooperate and work together with neighboring cities in the application process. The permittee may join with a Phase I city or another Phase II city in applying for a permit. The individual MS4s may share responsibility for program development with neighboring communities and/or take advantage of existing local or state programs.

Permit Requirements

The chosen measurable goals selected become the required storm water management program. The NPDES (National Pollutant Discharge Elimination System) and the UPDES (Utah Pollutant Discharge Elimination System) permitting authorities can require changes to the program if the program does not meet all of the requirements and provisions of the Phase II Final Rule. Likewise, the permittee can also modify the program if it determines that the goals of the program are not being met.

Cities required to permit under Phase II are allowed to cooperate and work together with neighboring cities in the application process. The permittee may join with a Phase I city or another Phase II city in applying for a permit. The individual MS4s may share responsibility for program development with neighboring communities and/or take advantage of existing local or state programs.

Reports

The permit requires that the MS4 review the SWMP annually, report on the activities and make any updates that might be required. The annual report is typically due on October 1 of each year. The annual reports are done electronically through NeTMS4. Typically, the annual review includes:

- The status of compliance with the permit conditions. This usually includes an assessment of the appropriateness of the selected BMP and progress toward achieving the selected measurable goals.
- Results of any information collected and analyzed
- A summary of the storm water activities planned for the upcoming reporting cycle
- Changes to any BMPs or measurable goals for all control measures
- A summary of the fiscal analysis outlining program costs, allocated money and expenditures for the past reporting cycle
- Identifying and documenting any shared responsibilities for completing the goals and objectives of the program.

Record Keeping

Records required by the State must be kept for at least 5 years and made accessible to the public at reasonable times during regular business hours. Records need not be submitted to the State unless the Permittee is requested to do so.

Deadlines

The following deadlines are recognized as part of the program:

Date	Description
November 9, 2026	SWMP Update to be adopted posted on the website and submitted to the State
November 9, 2026	NOI submitted to the State through NeTMS4
Various	Audit response deadlines as determined through audit response submittal process (currently waiting for State's audit results)

Penalties

The Clean Water Act provides that any person or entity who violates a Permit condition implementing provisions of that Act is subject to a civil penalty not to exceed \$10,000 per day of said violation. Any person who willfully or negligently violates permit conditions of the Act is subject to a fine not exceeding \$25,000 per day of violation. Any person convicted under UCA 19-5-115(2) a second time shall be punished by a fine not exceeding \$50,000 per day.

Riverdale City Characteristics

Responsible Party Contact Information

The Riverdale City Storm Drain System falls under the responsibility of the Public Works Department for the City. The Public Works Director can be contacted at the following address and phone number:

Mr. Shawn Douglas
4600 S. Weber River Drive
Riverdale, UT 84405
Office phone: (801) 394-5541

There are other staff members involved with the implementation of the Storm Water Program. The following organization chart provides names and contact information for other staff members who share in the responsibilities of program implementation.

Public Works Director

- General coordination of the Storm Water Management Program (SWMP)
- Oversight of implementation of SWMP
- Oversees public education and outreach program.
- Oversees Storm Water Program and works with Department Heads
- Oversees public participation/involvement program.
- Work with the City Engineer on maintenance agreements.
- Coordinate permitting.
- Review and Update SWMP Annually
- Annual Report

City Administrator

- Long term storm water management agreements
- Assure funds are available to implement program
- Coordinate/schedule employee training events with all department heads

Assistant Public Works Director

- Responsible for IDDE Program
- Coordinating with the Health Department
- Track Illicit Discharge activities and reporting.
- Responsible for Long-term Runoff Control Program
- Publicize hotline reporting.
- Educate on Household Hazardous Waste – provide information for City
- Assist with the Pollution Prevention and Good Housekeeping Program

Public Works Inspector

- Responsible for Construction Program.
- Review SWPPPs.

- Attend preconstruction conferences to review SWPPP
- Site inspections.
- Dry weather screening
- Respond to complaints or calls.
- Annual High Priority Area inspection
- Oversight inspections of privately owned Long-term BMP
- Annual inspection of City-Owned/Operated long-term BMPs.
- Conduct monthly inspections of High Priority City-Owned Facilities.
- Semi-Annual Comprehensive Inspections of High Priority City-Owned Facilities.
- Annual sampling of storm water discharges at High Priority City-Owned Facilities.
- Work with Public Works Director in keeping SOPs up to date.
- Annual training program for all city employees

City Engineer

- Review SWPPPs.
- Include long-term BMPs on new development.
- Maintain inventory of long-term BMPs in the city
- Maintain inventory of City-Owned Facilities.
- Review flood management/control facilities for water quality.
- Development Reviews

General Information

Category	Information
Population	Approximately 9,200
Land Area	4.5 square miles
Geographic Description	Riverdale City is located on the Wasatch Front, on the south end of Weber County. The city is located along the Weber River Valley, with a large portion of the city being located in the bottom of the valley. Elevations in the city generally range between 4400 feet and 4300 feet above mean sea level.
Receiving Waters	Most of Riverdale drains into the Weber River, which empties into the Great Salt Lake.
Annual Precipitation	15.83 inches per year
Type of Community	Riverdale City is a regional commercial center for neighboring communities. There is a disproportionate number of commercial and retail outlets. Residential fills in behind and around commercial development.
Latitude	41.18° N
Longitude	111.99° W

The Riverdale storm water system consists of curb and gutters, inlet boxes, piping, a few typical open channel sections, swales and canals. Most storm water facilities drain through piping directly into the Weber River. The Weber River generally drains from the southeast to the northwest through the city. The city is adjacent to Ogden City, Washington Terrace, South Weber and Roy Cities. There are a few detention basins that exist within the system. Many of the streets use curb and gutter to collect storm water runoff with the remaining using swales or ditches. Most of the swales and ditches are located in parts of the city that have not yet been fully developed. The city is served by a sanitary sewer system that is treated by the Central Weber Sewer Improvement District. The city has an ordinance requiring any new development within 300 feet

of the existing sanitary sewer to connect. There are some existing septic tank systems in the city, but all new developments are required to connect to the public sanitary sewer system.

History

Riverdale City is located in south central Weber County along the Weber River. Historically Riverdale City has been a crossroads for many. Riverdale is located just south of the confluence of the Weber and Ogden Rivers. Located near the mouth of Weber Canyon, Riverdale was settled primarily as a farming community with most homes being built near the river and land in the river bottoms being utilized for farming.

The first settlers in the Riverdale area arrived in the late 1840's and early 1850's. The river became a focal point for survival of these early residents. Water from the river was diverted through canals to irrigate the land. A mill was also constructed on the river to further provide a means of sustaining life. The river also provided a source of drinking water for those early settlers. The first community water system was begun in 1818 or 1819. Springs and wells now supply the city with culinary water.

Riverdale City was incorporated on March 4, 1946. As Utah began to grow, Riverdale became the crossroads for major traffic flow. The Wasatch Front was originally connected via Highway 89. Now the Wasatch Front is connected by I-15. Riverdale is located at the intersection of I-15 and I-84 coming out of Weber Canyon. As a crossroads, Riverdale is a prime location for retail and commercial business. Riverdale Road is a regional thoroughfare of activity linking several communities in Weber County.

As a regional retail center, the retail shops in Riverdale attract many people from surrounding communities. At times, Riverdale feels like a much larger city than the 8,600 or so residents would indicate. This creates some unique challenges for the city. For its actual population, many of the services provided are similar in size and function to those of much larger cities. The challenge of staffing and supporting these services for a small city is ever present.

The Weber River has always been a focal point for activity and sustainability in Riverdale. This precious resource attracted the first settlers to the area and continues to be the backbone for activities today. The city has taken steps to protect and accentuate this resource. In recent years the city has completed a trail system running the length of the city along the river, encouraging its residents to make beneficial use of this corridor and enhancing the living experience and quality of life of the residents.

Local Water Quality Concerns

The water quality within Riverdale City is relatively good. There is one section of the Weber River (Weber River – 3) that has been impaired for temperature. Burch Creek and the Weber River Lower Tributaries 1-2 have no current impairments.

The storm water in Riverdale City flows from the foothills and river bottom bluffs to the river. Storm water from surrounding communities and facilities runs through Riverdale. Run on water from Washington Terrace, Hill Air Force Base, Roy, and Ogden City all come through portions of Riverdale. This run-on water occurs in varying degrees at various locations.

With Riverdale's high retail and commercial base and with the two major interstates that run through and adjacent to the city, some of the biggest water quality concerns are with sediment and debris coming from hard-scaped roads, parking lots and roof tops. There is also concern with oils and grease, salts and deicing materials coming from the roadways and businesses. With the high percentage of retail and commercial establishments, general debris and floatables are also a primary concern. Of secondary concern there are fertilizers and pesticides and household hazardous wastes. These pollutants are the focus of the SWMP program.

Program Focal Points

The City hopes to mitigate some of the issues by:

1. Encouraging underground detention and retention. By holding water underground, the hope is that temperatures will be reduced before discharging. Soils generally have temperatures between 55 and 60 degrees. It also keeps water protected from the summer suns.
2. Focus attention on nutrient removal. The retrofit plan will be updated to include looking for ways and locations where nutrients can effectively be reduced. Nutrients typically, are attached to sediment. Thus sediment removal will be a focus of the program.
3. Requiring pretreatment of storm water before going into detention/retention facilities will also help reduce the oils, grease and floatables being discharged into receiving waters.

Ongoing Documentation Process

Much of the documentation is or will be included in Appendix D. As part of this update, the existing BMPs and measurable goals have been reviewed and assessed for their effectiveness and contribution in helping us achieve our desired results. In this evaluation combined with new permit requirements provided the foundation for this update. We have tried to build off of the positive things that have been accomplished and renewed our commitment to improve in areas where our program has been lacking. We feel the revised program is more focused.

Our plan is to document our activities and to keep better track of what is happening within our community. We will continue to use the forms, logs, evaluation forms and backup information from the last major update. In the coming months, our focus will be to improve our program based on the feedback we get from the State in their recent audit.

MCM 1 – Public Education and Outreach (Section 4.2.1 of the Permit)

Requirements

Permittees shall implement a public education and outreach program to promote behavior change by the public to reduce water quality impacts associated with pollutants in storm water runoff and illicit discharges.

The educational program shall include documented education and outreach efforts for the following audiences.

1. General Public
2. Institutions, industrial, and commercial facilities
3. Engineers, construction contractors, developers, development review staff, and land use planners, pertinent parties

The program shall show evidence of focused messages and audiences as well as demonstration that the defined goal of the program has been achieved.

There must be written documentation or rationale as to why particular BMP's were chosen for the public education and outreach program.

Specific Requirements include:

1. (4.2.1.1) Permittees shall target specific pollutant sources impacting the designated uses of a receiving water based on land use. This targeting includes.
 - a. Provide information describing potential impacts from storm water discharges
 - b. Methods for avoiding, minimizing, reducing, and/or eliminating the adverse impacts of stormwater discharges.
 - c. Actions individuals can take to improve water quality.
2. (4.2.1.2) At a minimum permittees shall annually provide and document outreach to the general public. (4.2.1.2.1) With the following topics considered:
 - a. Maintenance of septic systems
 - b. Effects of outdoor activities such as lawn care
 - c. Effects of automotive work
 - d. Proper disposal of swimming pool water
 - e. Proper management of pet waste
 - f. Any other relevant topics
3. (4.2.1.3) At a minimum permittees shall annually provide and document outreach to the institutions, industrial, and commercial facilities. (4.2.1.3.1) With the following topics considered:
 - a. Proper Lawn maintenance
 - b. benefits of onsite infiltration of stormwater
 - c. building and equipment maintenance
 - d. Proper use of salt or other de-icing materials
 - e. Proper storage of materials
 - f. Proper management of waste materials
 - g. Proper management of parking lot surfaces
 - h. Any other relevant topics
4. (4.2.1.4) At a minimum permittees shall annually provide and document outreach to the Engineers, construction contractors, developers, development review staff, and land use planners, pertinent parties. With the following topics covered:
 - a. Development of storm water pollution prevention plans

- b. BMP use to reduce impacts from storm water runoff

Plan and Implementation Measures and Goals

To help meet the goals and objectives of this MCM, we work together with our local storm water coalition (Golden Spike Storm Water Coalition, GSSWC) to implement a multi media approach to education. The current plan includes:

1. Coalition Webpage
 2. City Webpage
 3. An annual Water Fair for elementary age school children
 4. Educational flyers on various specific topics
 5. A competition for high school students to produce a video on a specific storm water quality theme (theme changes year to year).
 6. Movie theater ads (using the winning videos from the high school competition)
 7. Annual contractor training event
 8. Preconstruction meetings on all new projects
 9. City newsletter
-

Coalition Webpage

The GSSWC maintains an informational webpage <https://gsswc.com/>. The webpage is intended to be a resource for anyone looking for water quality information. It provides information about who the coalition is and what we are trying to accomplish. It includes educational materials on various topics. These topics are updated periodically. It provides links to contact information for each MS4 in the coalition. It provides a calendar of upcoming educational opportunities and events. It also provides links to pertinent information and templates to assist our target audiences

Measures of Success:

Success of the webpage is measured by tracking activity on the webpage.

Responsible Parties:

The webpage is managed by the coalition. Content is prepared and directed by subcommittee members of the coalition.

Funding:

Funding for the webpage is taken from coalition dues paid by each coalition member annually.

City Webpage

The City webpage includes a storm water page. This page is dedicated to people looking for information on the various elements of the storm water program for the city. It includes copies of this SWMP, contact information for reporting illicit discharges, construction permitting forms and procedures, links to the coalition website, hazardous waste dropoff information, general educational information, and educational videos.

Measures of Success:

Success of the webpage is measured by tracking activity on the webpage.

Responsible Parties:

The webpage is managed by the city. Specific content for the storm water page is provided by the Public Works Department.

Funding:

Funding for the website is taken from the City's Storm Water Fees.

Water Fair

The Water Fair is a long-standing program that the coalition puts together on an annual basis. The coalition has a rotating committee that plan and host this event. Fifth graders in the Weber and Ogden School districts are invited on a field trip to the Weber County Fairgrounds where a variety of presenters put together short educational activities to teach the kids about water quality related topics. Presenters typically include entities like Weber Basin Water, the Forest Service, the Health Department, USU Extension, Ogden Nature Center, and the GSSWC. The coalition pays for busing of the students and lunch for those that attend. It's a fun interactive activity intended to help the kids have fun while learning about the world they live in.

Measures of Success:

Success is measured by the number of students that attend, comments received by surveying the teachers and the number and variety of presenters that participate.

Responsible Parties:

This program is run by a subcommittee of the coalition. Members of this subcommittee rotate.

Funding:

Funding for the Water Fair is taken from coalition dues.

Educational Flyers

Over the years, the coalition has prepared flyers on various topics that are made available to individual coalition member MS4s for reproduction and distribution as the MS4 sees fit. Topics that have been prepared are categorized into to categories and include:

1. General Public
 - a. Septic System Maintenance
 - b. Lawn Care
 - c. Concrete Washout
 - d. Pet Waste
 - e. Swimming Pool Water disposal
 - f. Landscape contractor site management
 - g. Benefits of onsite infiltration of storm water
 - h. Other topics as needed
2. Commercial and Industrial
 - a. Benefits of onsite infiltration of storm water
 - b. Building and Equipment Maintenance
 - c. Materials storage
 - d. Waste Management and Disposal
 - e. Maintaining hardscaped surfaces (parking lot and delivery surfaces)

- f. Other topics as needed

Measures of Success:

Individual MS4s keep track of the number of flyers they distribute

Responsible Parties:

A subcommittee of the coalition puts together the flyer content as needed. Master copies of the flyers is kept and provided to coalition members on request. Each MS4 is responsible to print or distribute information as needed by their individual program.

Funding:

Funding for flyer reproduction comes from the City's Storm Water Fees.

Video Competition

The coalition recently decided to try and do education through an incentive program. A subcommittee of the coalition put together a program to offer cash prizes to high school students who put together a short public service announcement video on a water quality topic, chosen by the subcommittee. The winning videos are then used as public service announcement ads in the local movie theaters. Working together with the local school districts, videos are solicited. The coalition members then judge the videos and select winners. The program is designed to allow the students the opportunity to create their own messaging. Resources are provided to help students become better educated on the specific topic.

Measures of Success:

Success is measured by tracking the number of students participating and judging of the videos. This measure of success is somewhat subjective. Watching the progress in the quality of the messaging, helps understand how effective educational efforts have been.

Responsible Parties:

The GSSWC subcommittee over this program is responsible to make this happen.

Funding:

Funding for this program comes from the annual dues paid by coalition members.

Movie Theater Ads

In conjunction with the video competition, the winning videos are played as ads in local movie theaters. This gives those who developed the videos an opportunity to see their work on the big screen. This program targets running the ads during the Thanksgiving and Christmas breaks when theater attendance is at it's high point for the year, trying to maximize the audience.

Measures of Success:

The number of times the ads are run is tracked by the theaters.

Responsible Parties:

A coalition subcommittee is responsible to run this program. Members of the subcommittee rotate.

Funding:

Funding for this program comes from coalition dues paid annually by coalition members.

Annual Contractor Training Event

Each year, usually in February, the coalition sponsors a contractor/MS4 training event. A subcommittee of the coalition puts together a program including keynote speakers, breakout training sessions and a panel discussion. The breakout sessions normally include at least one topic targeting contractors and one topic targeting MS4 employees. The event is a half day program. The time of year was selected after garnering input from contractors on when would be the best time for them to attend. CEU's are offered to contractors toward their licensing requirements. This no cost event includes the training as well as a full breakfast and raffle prizes as incentives to attend. The event fills up every year.

Measures of Success:

The total number of attendees is tracked as well as the number and names of contractors.

Responsible Parties:

A subcommittee of the coalition is responsible to plan and organize this event. Individual MS4's provide lists of contractors they want included in the invitations. Individual MS4 can also distribute invitations.

Funding:

Funding for this event is tacking from coalition dues.

Preconstruction Meetings

The city requires that a preconstruction meeting be held for each new construction project. A major topic of discussion at these meetings is the SWPPP. The meeting is used to review the requirements for construction site management and SWPPP enforcement SOP's. These meetings serve as educational tools as well as coordination with the contractor and/or site operator.

Measures of Success:

Success is measured by tracking the percentage of projects where a preconstruction conference is held.

Responsible Parties:

The individual responsible for making sure this happens is the Public Works Director along with the SWPPP inspector/Storm Water program coordinator.

Funding:

This program does not require any funding. It does require a time commitment, but there are no funds expended.

City Newsletter

Every month the City publishes a newsletter. The goal is to include a paragraph or two at least once a quarter regarding water quality and/or water conservation measures. Topics for possible presentation include:

1. Collection and disposal of leaves,
2. draining swimming pools,
3. disposal of grass clippings,
4. yard supply stockpile management,
5. mud tracking,
6. residential car washing at home,
7. pet waste management,
8. fertilizer application,
9. over watering of landscaping and yards

10. salt application on sidewalks and driveways

Measures of Success:

This goal is considered successful if the newsletter includes educational materials at least four times during the year.

Responsible Parties:

The Public Works Director and Storm Water Program Manager are jointly responsible for this item.

Funding:

There is no funding required for this item.

MCM 2 – Public Involvement/Participation

Requirements

Permittees shall implement a program that complies with State and Local public notice requirements. The SWMP shall include ongoing opportunities for public involvement and participation at least twice a year.

Specific requirements include:

1. (4.2.2) Permittees shall provide opportunities for public involvement at least twice a year.
2. (4.2.2.1) Permittees shall adopt a program to solicit public input during the decision-making process of the SWMP and the adoption/revision of ordinances and regulatory mechanisms.
3. (4.2.2.2) Permittees shall make the SWMP available for public review and input prior to submission to the Division.
4. (4.2.2.3) Permittee shall post the current SWMP on their website and provide a way to receive public comments.

Plan Implementation Measures and Goals

In the past, the City has done several things to help meet the requirements of this Control Measure. The current program includes the following:

1. Storm Drain Labeling: The City used volunteer groups to stencil all storm drain inlets. As time goes on there will be an increased need to refresh this labeling. The City will monitor that need and make efforts to keep the labeling visible and legible.
2. Used Oil Recycling: There are several businesses within the community that accept used oil as part of a recycling program.
3. Waste Collection: Twice a year, in the spring and fall, the city conducts a general cleanup and green waste collection. There are typically three locations where waste is collected for disposal. These events are advertised and information distributed.
4. Volunteer Groups: The city encourages volunteers to participate in street cleanup and litter reduction.

Specific goals moving forward for involving the public include:

1. Public hearings associated with the SWMP update
2. Posting an updated copy of the SWMP on the City website
3. Keep SWMP current on-line and monitor and respond to all comments
4. Continue twice annual cleanup days

Public Hearings

As part of the process to revise and update the SWMP a public hearing will be held. All laws on public noticing will be followed and the public will be given the opportunity to review and comment on the updated SWMP. Generally speaking, the revised SWMP will be made available to the public at least 30 days prior to a formal presentation of the updated document in a City Council meeting.

Measures of Success:

This goal will be considered successful if the public hearing is held and properly noticed.

Responsible Parties:

The Public Works Director is responsible to make sure this happens.

Funding:

No funding is necessary for this goal.

Post the SWMP on the website

Once a draft of the SWMP is ready for public review, a copy of the draft will be posted on the city's website. It will be marked as "Draft" and contact information will be provided for all who may want to comment. All comments will be reviewed and addressed.

Measures of Success

This goal will be considered a success if the draft SWMP has been posted at least 30 days prior to the City Council meeting where adoption is to be considered.

Responsible Parties

The Public Works Director is responsible for making this happen

Funding

No funding is needed for this item.

Keep Updated SWMP Document available on-line

After adoption of the updated SWMP, post the document on-line complete with contact information for submitting comments. This document will be the adopted version with no "draft" labels attached.

Measures of Success

This goal will be considered a success when the adopted SWMP has been posted.

Responsible Parties

The Public Works Director is responsible for making this happen

Funding

No funding is needed for this item.

Bi-Annual Cleanup Days and Dog Litter bags

Spring and Fall cleanup days have become expected in Riverdale. Scheduling these annual events is looked forward to by many.

In addition to these calendared events, the city has made a commitment to provide dog waste bags at city parks.

Measures of Success:

Cleanup days will be considered successful if they are held twice a year.

Dog litter bags will be considered successful if the public works department is monitoring supplies and refilling inventory monthly.

Responsible Parties:

The Public Works Director is responsible for scheduling cleanup days and making sure equipment and man power are available to support these events.

The Storm Water Program Coordinator is responsible for maintaining an inventory of dog litter bags.

Funding:

Funding for these programs comes from the Public Works Department annual budget.

MCM 3 – Illicit Discharge Detection and Elimination (IDDE)

Requirements

The permit requirements for Illicit Discharge Detection and Elimination on Storm Water impacts can be found in Section 4.2.3 of the permit. The permit outlines, in general, the following requirements:

1. (4.2.3.1) Maintain a current storm drain map.
2. (4.2.3.2) Regulatory mechanism prohibiting illicit discharges. (4.2.3.2.1) Regulatory mechanism shall provide legal authority to detect, investigate, eliminate, and enforce illicit discharges.
3. (4.2.3.3) Creation of an IDDE plan that includes:
 - a. (4.2.3.3.1) Identification of priority areas
 - b. (4.2.3.3.2) Inspections of priority areas using an inspection form.
 - c. (4.2.3.3.3) Dry weather screening of all outfalls once during the permit period
 - d. (4.2.3.3.4) Notification to the director of any discharger that the permittee suspects requires an additional permit.
 - e. (4.2.3.3.5) Household hazardous waste program to promote or provide services for proper disposal of household hazardous waste.
 - f. (4.2.3.3.5) IDDE hotline for public reporting of spills or other illicit discharges. Complete with a record of all calls received.
4. (4.2.3.4) Creation of SOPS for:
 - a. (4.2.3.4.1) Tracing the source of illicit discharges.
 - b. (4.2.3.4.2) Characterizing illicit discharges and the potential threat to the environment.
 - c. (4.2.3.4.3) Ceasing illicit discharges.
 - d. (4.2.3.4.4) Spill and improper disposal response
 - e. (4.2.3.4.5) Program evaluation
5. (4.2.3.5) Records of illicit discharges shall be kept for a period of five years.
6. (4.2.3.6) Train all staff, contractors, and other personnel who may encounter, report, or observe illicit discharges, with training tailored to their specific job responsibilities. With the following requirements:
 - a. (4.2.3.6.1) Training is done annually, and new hires are trained within 60 days of hire.
 - b. (4.2.3.6.2) Topics include.
 - i. Identification and reporting
 - ii. Investigation termination, clean-up, and enforcement procedures
 - iii. Documentation requirements
 - c. (4.2.3.6.3) Training records are retained for director review.

Plan Implementation Measures and Goals

The City has begun implementation of this plan including the following efforts:

1. Ordinance development. The City has an ordinance designed to specifically prohibit illicit discharges.
2. Spill reporting and action. Spills are currently handled by either the Fire Department or the County Health Department. Reporting of these actions are handled by the entity responding to the spill.
3. The city has identified the following as the most common types of illicit discharges that occur within the city:
 - a. Spills from traffic accidents.
 - b. Concrete truck washout activities
 - c. Residential yard waste and debris
 - d. General litter and debris originating from retail businesses and the general public

4. Mapping. The city maintains a fairly comprehensive storm drain map showing the storm drain system and its points of discharge.

The following goals have been established to assist the city in meeting the requirements of the permit regarding Illicit Discharge Detection and Elimination:

1. Update the storm drain map with every new development
2. Review and update the ordinance to include new permit requirements
3. Review priority area designations and criteria for high priority designation
4. Conduct annual field inspections of IDDE high priority areas
5. Maintain dry weather screening program
6. Review/update/create SOP's for
 - a. Tracing the source of illicit discharges
 - b. Characterizing illicit discharges
 - c. Ceasing illicit discharges
 - d. Spill and improper disposal response
 - e. Process for evaluating and assessing the illicit discharge program
7. Use a spreadsheet or other database to track illicit discharge events/occurrences
8. Train responsible employees on the illicit discharge program SOPs
9. Annually review the Household Hazardous Waste information to make sure it is current

Storm Drain Map Updates

It is a city policy to update the storm drain map with every new development. Typically, the city obtains electronic files from the developers that cover the modifications to the storm drain system. This data is then imported into the city's storm drain system base map.

Measures of Success

This goal will be considered achieved, if at the end of the fiscal year the storm drain map has been updated and all modifications have been added to the mapping.

Responsible Parties

The Public Works Director will work with the City Engineer to make sure all mapping is updated at the end of each fiscal year.

Funding

This activity needs to be part of the typical development review and acceptance process. Funding will be taken from the development review budget, typically paid for by the developer for their given development.

Ordinance Review and Update

It has been a while since the city has reviewed and updated the ordinances. There have been a few changes that need to be addressed. By the end of 2026, the city will complete a review of the ordinances and make recommendations to the city council for updates. When the city council considers the proposed updates a public hearing will be held to allow the public to comment on the proposed changes.

Measures of Success

This goal will be considered met when staff has completed its review and made recommendations for updates.

Responsible Parties

The Public Works Director will work with the City Planner to complete this review and make the recommendations.

Funding

Any expenses incurred while completing this task will be paid for out of the Storm Water Fees.

Priority Area Designations

The city needs to have a written list of criteria for identifying high priority areas. The criteria should consider the following possible conditions:

1. Recurrence of illicit discharges within a given boundary over the last 5 years
2. Recurrence of illicit discharges from specific businesses
3. Areas with high frequency of traffic accidents
4. Locations with high concentrations of industrial activities
5. Large areas with concentrated development

Measures of Success

This goal will be considered a success if the city has a written list of high priority areas and a written process for evaluating and updating this high priority listing on an annual basis, by the end of the calendar year for 2026.

Responsible Parties

The Public Works Director will work with the Storm Water Program Manager to complete this goal.

Funding

Any expenses incurred while completing this task will be paid for out of the Storm Water Fees.

Priority Area Inspections

High priority areas should be inspected at least annually. These inspections should include:

1. A drive through of the areas designated as high priority
2. Notation of anything that looks like it might become a problem
3. Look for anything that might be evidence of a spill or release of pollutants
4. Identify any businesses that might have ongoing issues and make sure they have the required industrial permits
5. Documentation that the inspection has been completed

Measures of Success

This goal will be considered a success if there is a completed inspection report for all high priority areas for each year.

Responsible Parties

The Public Works Director will work with the Storm Water Inspector to complete this goal.

Funding

Any expenses incurred while completing this task will be paid for out of the Storm Water Fees.

Dry Weather Screening Program

The City currently has a policy to complete dry weather screening on at least 20% of the current outfalls annually. Locations where dry weather screening has been done are recorded and tracked to ensure that all outfalls are inspected at least once every 5 years.

Measures of Success

This goal is considered a success if 20% of the outfalls have been inspected/screened and documentation of screenings is complete by the end of the fiscal year.

Responsible Parties

The Storm Water Program Manager is responsible for this activity

Funding

Typically, there are no costs associated with this activity other than the time spent doing the screening.

SOPs

The city's SOPs have not been reviewed and updated for a while. As a result of the recent audit of the storm water program it has been determined that these SOPs should all be reviewed and updated. The following SOPs will be reviewed and updated to make sure they include all elements as listed by the end of June 2027:

1. Tracking Illicit Discharges to the Source
 - a. Date the discharge was reported
 - b. Date an investigation was initiated
 - c. Location of the discharge
 - d. A description of the discharge
 - e. Steps taken to confirm potential impacts to the City's system
2. Determining the Nature and Cause of the Illicit Discharge
 - a. Instructions for determining what substance was discharged
 - b. Identifying additional parties that should be notified
 - c. Determining if assistance is needed to properly identify discharge
3. Procedures for Discontinuing the Illicit Discharge and Enforcement Actions
 - a. Notification of the proper authorities
 - b. Notification of the property owner
 - c. Technical assistance for removing the source of the discharge
 - d. Instruction for containing the discharge
 - e. Follow-up inspections
 - f. Escalating enforcement and legal actions
4. Spill Response Plan
 - a. Flow chart for internal use
 - b. Listing various agencies and their contacts that may need to be contacted
 - c. Keep current names and contact information
5. Program Assessment and Evaluation
 - a. Maintaining a database for mapping
 - b. Tracking the number and type of spills
 - c. Inspections conducted in an effort to identify potential problems before they occur

Measures of Success

This goal will be considered met when the SOPs have been reviewed and updated. The goal is to have this completed by the end of June 2027.

Responsible Parties

The Storm Water Manager will take the lead on this activity with the Public Works Director reviewing the SOPs.

Funding

Typically, there are no costs associated with this activity other than the time spent reviewing and updating the SOPs.

Illicit Discharge Tracking

Important to properly identifying areas most susceptible to having illicit discharges is the need to track where discharges have historically occurred. A spreadsheet will be maintained listing the following:

1. The date of the incident
2. The location of the occurrence
3. A description of what was discharged or spilled
4. Documentation of how it was contained and whether or not it got into the storm drain system or was discharged into a receiving water
5. Any enforcement action that was taken

Measures of Success

This goal will be considered complete if there is an incident report for all discharges, measured annually.

Responsible Parties

The Assistant Public Works Director is responsible to make sure this goal is met

Funding

Typically, there are no costs associated with this activity other than the time spent documenting occurrences.

Employee Training

Employee training is a key element of the Storm Water Management Plan. Specifically, every city employee will be trained annually on:

1. What an illicit discharge is
2. How to spot illicit discharges
3. What to do if they see evidence of an illicit discharge

Further, employees that are directly involved as part of the response team for reported discharges are trained annually on their specific responsibilities. These responsibilities may include:

1. The flow chart directing action on illicit discharges
2. Illicit discharge documentation forms and procedures
3. Containing spills
4. Cleanup and enforcement actions

Measures of Success

This goal will be a success when documentation of training has been completed

Responsible Parties

The City Administrator is responsible to coordinate/schedule all departmental training. The Storm Water Inspector will supervise the actual training activities.

Funding

Funding for all training events will be covered by the Storm Water Utility fees collected.

Household Hazardous Waste Information

The storm water page on the city's website includes information on where household hazardous waste is to be taken. It also includes some basic information on what household hazardous waste is. The goal here is to review this information and update it annually, making sure it is complete and accurate.

Measures of Success

This goal is a success if the information provided is current and up to date

Responsible Parties

The Assistant Public Works Director is responsible to make sure this happens.

Funding

This is a no cost goal.

MCM 4 – Construction Site Runoff Control

Requirements

The permit requirements for Construction Site Runoff Control on Storm Water Impacts can be found in Section 4.2.4 of the permit. The permit outlines, in general, the following requirements:

1. (4.2.4.1) Permittees shall revise as necessary and enforce an ordinance that requires compliance with the most current UPDES construction permits. The ordinance must include:
 - a. (4.2.4.1.1) Require construction operators to prepare and implement a SWPPP compliant with applicable UPDES permits
 - b. (4.2.4.1.2) Require applicable construction sites to obtain a UPDES permit from the State.
 - c. (4.2.4.1.3) Provisions for access by a qualified person to inspect the construction site.
2. (4.2.4.2) Permittees shall have a written enforcement strategy that includes:
 - a. (4.2.4.2.1) A construction oversight enforcement SOP
 - b. (4.2.4.2.2) Documentation of all enforcement actions.
3. (4.2.4.3) Develop and Implement a pre-construction SWPPP review checklist.
4. Prior to construction a permittee shall:
 - a. (4.2.4.3.1) Conduct a pre-construction meeting that includes a SWPPP review
 - b. (4.2.4.3.2) Have a process for receiving and considering information and comments from the general public regarding the project.
 - c. (4.2.4.3.3) Determine whether a site is a high priority construction site
5. (4.2.4.4) Permittees shall implement an inspection program to ensure compliance with applicable UPDES storm water permits including:
 - a. (4.2.4.4.1) Construction Oversight Inspection SOP
 - b. (4.2.4.4.2) Monthly inspections of all new qualifying sites until an adequate compliance history is established (two consecutive successful inspections)
 - c. (4.2.4.4.3) Inspections of high priority sites shall occur at least monthly
 - d. (4.2.4.4.4) As a minimum all sites shall be inspected:
 - i. Prior to land disturbance
 - ii. Annually during active construction
 - iii. After active construction has been completed
 - iv. Inspections to investigate verified complaints
 - e. (4.2.4.4.5) Utilize electronic inspections, unless there is a valid documented reason for completing on-site inspections. An operator opting out of electronic inspections is considered a valid reason.
 - f. (4.2.4.4.6) Follow-up inspections shall be conducted and documented as necessary
6. (4.2.4.5) Permittee shall provide and document training for all city staff and contractors whose primary responsibilities are related to implementing the construction storm water program. Training shall include the following topics:
 - a. Permitting
 - b. Plan review
 - c. Construction site inspections
 - d. Enforcement of construction program
7. (4.2.4.6) Records shall be kept for a minimum of five (5) years. Records should include:
 - a. Site Plan reviews
 - b. SWPPP reviews
 - c. Oversight inspections
 - d. Enforcement actions

- e. Other enforcement conducted

Plan Implementation Measures and Goals

The city already has a construction program in place. This program includes:

1. Ordinance development. The City has an ordinance designed to govern the City's construction oversight program.
2. Site Plan Review Process. The City currently has a procedure requiring the submittal of construction drawings prior to approving a new development.
3. Inspectors. The City maintains at least one qualified construction site inspector on staff.
4. Standard Drawings and Specifications. The City has a set of standard drawings and specifications for subdivision development.
5. Review Checklist. The city has a checklist used during the review of plans.
6. Preconstruction Conferences. The city schedules a preconstruction meeting for all new projects. Construction site SWPPPs is a standard agenda item for these meetings.
7. An escalating enforcement process for construction site program violations
8. Annual employee training

The following goals have been established to help update and improve the existing program:

1. Review and update ordinance
2. Update site plan review process/requirements
3. Review and update city standard drawings and specifications
4. Update checklists
5. Review high priority criteria
6. Revise and update inspection SOP to include electronic inspections
7. Review and update inspection SOP to include new inspection requirements (frequency and enforcement strategies)
8. Train employees on new processes and requirements

Review and Update Ordinances

There have been several permit changes since the ordinances were last updated. The ordinances need to be reviewed and updated to include these new requirements. Topics that need to be included in these updates include:

1. New enforcement requirements
2. Updated submittal processes
3. Allowing electronic construction site inspections

Measures of Success

This goal will be considered successful when the updated ordinances have been adopted by the City Council

Responsible Parties

Multiple people will be responsible for this goal. The Public Works Director is responsible to make sure it all happens, the City Planner will be responsible to prepare ordinance language, the City Administrator/City

Attorney will be responsible to schedule the ordinance updates with the City Council and review them to make sure they are legal.

Funding

Any expenses associated with this goal will be paid for out of the storm water fee funds.

Update Site Plan Review Process/Requirements

With all the updated ordinances and permit requirements, it will be necessary to review and update the Site Plan Review and Submittal Process and Requirements. Checklists that are being updated need to be included in the review process and should be included in informational packets distributed to new developers. The checklists are included as another goal, but inclusion in the new process is covered by this goal.

Measures of Success

This goal will be considered a success when all process have been updated and new updates are included in information distributed to developers for consideration.

Responsible Parties

Multiple parties will be involved in this review and these updates. The City Planner is ultimately responsible to update the processes, but he will need significant input from the Public Works Director, City Engineer and other consultants to understand the process and determine how it will best work within the city framework. The City Administrator/City Attorney will need to review these processes to make sure they are legal.

Funding

Any expenses associated with this goal will be paid for out of the storm water fee funds.

Review and Update City Standard Drawings and Specifications

The City needs to update the Standard Drawings and Specifications to make sure that acceptable standard details have been included for standard construction site BMPs and acceptable long-term water quality BMPs.

Measures of Success

This goal will be considered completed when the standards have been reviewed, updated and accepted by the City Council.

Responsible Parties

The City Engineer will have the primary responsibility to complete these updates. He will need significant direction and input from the Public Works Director to know what BMPs to include and to provide the detail/review necessary to ensure that BMPs work within the enforcement capabilities of the program.

Funding

Expenses associated with this goal will be paid for out of the storm water utility fees.

Update Checklists

With new updated submittal processes and inspection procedures, checklists associated with those processes and procedures will need to be updated.

Measures of Success

This goal will be considered complete when new checklists are in place and are utilized.

Responsible Parties

The Public Works Director will be responsible to make sure these checklists are updated. He will use consultants and staff to help make the updates.

Funding

Expenses associated with this goal will be paid for out of the storm water utility fees.

Review High Priority Criteria

Written criteria for consideration of high priority construction sites have never been recorded. The goal is to discuss and establish the process for determining high priority construction sites. Possible criteria to be considered should include:

1. Proximity to water bodies
2. Historical performance of the contractor
3. Site soil considerations (susceptibility to erosion)
4. Topography
5. Construction season and anticipated weather conditions

Measures of Success

This goal will be considered achieved when the criteria used to determine high priority construction sites have been written and provided to construction site operators.

Responsible Parties

The Public Works Director will be ultimately responsible for this goal. Significant input from the Storm Water Inspector, City Engineer and possibly other consultants will be helpful.

Funding

Expenses associated with this goal will be paid for out of the storm water utility fees.

Revise and Update Inspection SOP to include electronic inspections

The Inspection SOP has not been updated since the new law was passed requiring electronic inspections as the default for all storm water oversight inspections. This SOP needs to be updated to include the process for determining when on site inspections will be needed and utilized. The SOP needs to:

1. Establish protocols for doing the onsite inspections
2. Provide requirements for photographs, both in content and format
3. Provide direction on how electronic submissions will be done and the frequency of the submittals
4. Spell out the expectations for verifying completion of any follow-up that may be needed
5. Outline the enforcement requirements for deficiencies and/or violations

A USWAC subcommittee has already prepared a document to guide MS4s in this process. This document will be used to help guide this process.

Measures of Success

This goal will be considered successful when the SOP has been updated.

Responsible Parties

The Public Works Director will be ultimately responsible for this goal. Significant input from the Storm Water Inspector, and possibly other consultants will be helpful.

Funding

Expenses associated with this goal will be paid for out of the storm water utility fees.

Review and Update Inspection SOP to Include New Inspection Requirements

The Inspection SOP has not been updated since the new law was passed requiring governing when onsite inspections are to be done. This SOP needs to be updated to include the process for determining when on site inspections will be needed and utilized. The SOP needs to:

1. Define who is responsible for the inspections
2. Procedures for oversight inspections, follow-up and documentation
3. Procedures for being notified by construction operators that active construction has been completed
4. Clearly define the protocols for establishing a “compliant” site and what criteria trigger the resumption of on-site inspections.
5. Define the minimum onsite inspection criteria

Measures of Success

This goal will be considered successful when the SOP has been updated and is being used.

Responsible Parties

The Public Works Director will be ultimately responsible for this goal. Significant input from the Storm Water Inspector, and possibly other consultants will be helpful.

Funding

Expenses associated with this goal will be paid for out of the storm water utility fees.

Train Employees on New Processes and Requirements

All the new process, checklists, and SOPs will need to be presented to the impacted employees. This should be done in a formal training program that can easily be duplicated on an annual basis and for new hires.

Measures of Success

This goal will be considered complete when the new processes, checklists and SOPs have been completed and the affected employees have been trained in how to implement the changes.

Responsible Parties

The Public Works Director will be ultimately responsible for this goal. Significant input from the Storm Water Inspector, and possibly other consultants will be helpful.

Funding

Expenses associated with this goal will be paid for out of the storm water utility fees.



MCM 5 – Long-Term Storm Water Management in New Development and Redevelopment (Post-Construction Storm Water Management)

Requirements

The permit requirements for Long-Term Storm Water Management can be found in Section 4.2.5 of the permit. The goal of this section is to have a program that ensures that any storm water controls or management practices for new development and redevelopment will prevent or minimize impacts to water quality. The permit includes the following requirements:

1. (4.2.5.1.1) The New Development/Redevelopment program shall include non-structural BMPs. These BMPs shall include requirements and standards to:
 - a. Minimize development in areas susceptible to erosion and sediment loss
 - b. Minimize disturbance of native soils and vegetation
 - c. Preserve areas that provide important water quality benefits
 - d. Implement measures for flood control
 - e. Protect the integrity of natural resources and sensitive areas.
2. (4.2.5.1.2) Permittee shall require the following conditions for new development and redevelopment:
 - a. Manage rainfall on-site and prevent the off-site discharge of precipitation from all rainfall events less than or equal to the 80th percentile rainfall event for new development sites.
 - b. Provide a site-specific and project-specific plan aimed at net gain to onsite retention or a reduction to impervious surface to provide similar water quality benefits. If a redevelopment project increases impervious surface by greater than 10%, the project shall manage rainfall on-site and prevent the off-site discharge of the net increase in volume associated with the precipitation from all rainfall events less than or equal to the 80 percentile rainfall event.
3. (4.2.5.1.3) Permittee's new development/redevelopment program shall include a process to evaluate a site's feasibility to implement an LID approach. Permittee shall allow for use of at least five LID practices from the list in Appendix C of the State's "*A Guide to Low Impact Development within Utah*".
4. (4.2.5.1.4) Permittee's new development/redevelopment program shall include a process to evaluate the feasibility to implement LID controls for that site.
5. (4.2.5.2) Permittee shall have an ordinance that requires long-term post-construction storm water controls at new development and redevelopment sites. This ordinance shall require storm water controls that protect water quality and reduce pollutant discharges to the system. The ordinance shall include:
 - a. (4.2.5.2.1) Enforcement authority including processes and sanctions to minimize occurrences of violations and obtain compliance from chronic and recalcitrant violators, including escalating enforcement actions.
 - b. (4.2.5.2.2) Provisions for post-construction access for Permittees to inspect storm water controls on private properties.
 - c. (4.2.5.2.3) Ensure that maintenance of these private storm water controls is being done either by:
 - i. Requiring a maintenance agreement with the owner
 - ii. Or by allowing the city to do the maintenance on the private property and recouping the costs, if necessary
 - d. (4.2.5.2.4) Permittees shall document how the ordinance will protect water quality and reduce the discharge of pollutants by documenting:
 - i. How the long-term storm water controls were selected
 - ii. The pollutant removal performance expectation

- iii. The technical basis that supports the performance expectations.
- 6. (4.2.5.3) Plan reviews
 - a. (4.2.5.3.1) Adopt and implement SOPs for site plan review including water quality impacts.
 - b. (4.2.5.3.2) Review post-construction plans to ensure that long-term storm water management measures meet requirements of this section.
- 7. (4.2.5.4) Adopt and implement SOPs for site inspections and enforcement of post-construction storm water control measures including:
 - a. (4.2.5.4.1) Inspect permanent structural storm water controls at least once during installation.
 - b. (4.2.5.4.2) Inspect long-term control measures at least once every other year to maintain functionality. This may be delegated to the owner, but the permittee must do inspections at least once every five years. Inspection reports should include:
 - i. Inspection date
 - ii. Name and signature of inspector
 - iii. Project location
 - iv. Current ownership information
 - v. Description of the condition of the control measure
 - vi. Specific maintenance concerns or issues that need to be corrected
- 8. (4.2.5.5) Permittee shall maintain an inventory of all post-construction storm water control measures within the city. The inventory shall include:
 - a. Basic information on each project:
 - i. Project name
 - ii. Owner's name
 - iii. Owner's contact information
 - iv. Project location
 - v. Project installation date
 - b. Short description of each control measure including performance specifications
 - c. Short description of maintenance requirements
 - d. Inspection information
 - e. Update inventory when property ownership changes or when the control measure is modified
- 9. (4.2.5.6) Permittee shall provide training to all staff and MS4 contractors who have a part in implementing the post-construction storm water management program. The training should include:
 - a. Training new staff within 60 days of hire
 - b. Follow-up training when procedures, methods or staffing changes
 - c. Topics to be covered include:
 - i. Fundamentals of long-term storm water management
 - ii. Plan review
 - iii. Inspections
 - iv. Enforcement
 - v. LID/Green infrastructure practices
 - vi. Specific requirements for post-construction controls
 - d. Training records shall be kept for all annual and new hire training events including dates, description of training and who attended (including positions or roles).

Plan Implementation Measures and Goals

The City has taken some steps toward meeting these requirements. These steps include:

1. An ordinance controlling the maximum storm water discharge rate for new development
2. Requiring the submittal of post-construction landscaping plans for review

The Post-construction program of the city needs some significant updating. The following goals will be utilized to help meet the requirements of the permit:

1. Ordinance review and update. This ordinance will need some work with a lot of new items to be covered.
2. SOP Development and updates. Standard Operating Procedures (SOP) for plan review and post-construction storm water control inspections need to be reviewed/developed.
3. Post-construction Storm Water Control Inventory. Review existing inventory and formalize the process (put in writing) steps to be followed to update and document the inventory.
4. Staff Training

Review and Update Ordinances

The existing ordinance needs to be reviewed and updated to include:

1. Provisions to control the release of storm water to events that exceed the 80th percentile storm event
2. Require redevelopment site design to focus on no net gain in volume of storm water discharge
3. Require a water quality report to be filed with all new development submittals, documenting the analysis of LID feasibility and justification for not using LID if it is not used
4. Require the inclusion of post-construction water quality measures on all new projects
5. Provide measures to ensure maintenance of all long-term storm water control measures including:
 - a. Considering maintenance agreements
 - b. Provisions to allow control measure inspections, post-construction
 - c. Requiring submittal of documented long-term control measure performance expectations
 - d. Include escalating enforcement provisions consistent with State Law

Measures of Success

This goal will be considered complete when an ordinance has been developed and adopted.

Responsible Parties

The Public Works Director is responsible to make sure this is done. He will rely heavily on the City Planner to work on drafting the ordinance and the City Attorney to make sure the ordinance meets all legal requirements.

Funding

Expenses associated with this goal will be paid for out of the storm water utility fees.

SOP Review and Development

SOPs need to be reviewed/developed and implemented for:

1. Plan reviews of post-construction control measures including:
 - a. Procedures for receiving and reviewing long-term water quality control measures

- b. Identifying at least five acceptable post-construction control measure standards from the State's list of post-construction control measure options
 - c. Incorporating these acceptable practices into the City standards
 - d. Process for consideration of any practices not on the list of acceptable practices
 - e. Requirements for long-term inspections and maintenance of selected practices
- 2. Site inspections and maintenance of post-construction storm water controls including:
 - a. Determining who will be responsible for inspections
 - b. Frequency of inspections
 - c. Actual inspection guidance
 - d. Documenting inspections and any action items
 - e. Provisions for enforcement of requirements

Measures of Success

This goal will be considered a success when the SOPs have been written, reviewed and implemented.

Responsible Parties

The Public Works Inspector will have primary responsibility for this goal. He will have help and support from the City Planner to develop the SOP for plan review.

Funding

Expenses associated with this goal will be paid for out of the storm water utility fees.

Post-Construction Storm Water Inventory Update

The City currently has an inventory of post-construction control measures. This inventory needs to be updated and expanded to include all post-construction control measures. The inventory also needs to have missing information completed and maintenance requirements outlined. For sites where there is no maintenance agreement, the maintenance requirements need to be formalized and documented.

Measures of Success

This goal will be considered completed when the inventory is current and missing data is obtained.

Responsible Parties

The Public Works Inspector will have primary responsibility for this goal. He will have support and help from the City Engineer to map the control measures and create the means of tracking the data.

Funding

Expenses associated with this goal will be paid for out of the storm water utility fees.

Staff Training

City staff has been trained on many aspects of the storm water program. The post-construction program training needs to be improved. Once new SOPs have been developed and processes have been updated, formal training on these updates will be conducted. Thereafter, all new hires will be trained within 60 days of their hire and other staff members will be trained annually. All training events will be documented.

Training topics will include:

- 1. Fundamentals of long-term storm water management

2. Plan review
3. Inspections
4. Enforcement
5. LID/Green infrastructure practices
6. Specific requirements for post-construction controls

Measures of Success

This goal will be considered complete when all required staff have been trained and the training has been documented

Responsible Parties

The Public Work Inspector will be responsible for this goal

Funding

Expenses associated with this goal will be paid for out of the storm water utility fees.



MCM 6 – Pollution Prevention and Good Housekeeping for Municipal Operations

Requirements

The permit requirements for Pollution Prevention and Good Housekeeping for Municipal Operations can be found in Section 4.2.6 of the permit. In general, Permittees shall implement a program for Permittee-owned or operated facilities, operations and structural storm water controls that includes:

1. SOPs
2. BMPs
3. SWPPPs, and
4. Training

These components have the ultimate goal of preventing or reducing the runoff of pollutants to the waters of the State. The permit includes the following requirements:

1. (4.3.6.1) Inventory. An inventory of all City-owned or operated facilities should be kept. Of this list, the Permittee shall determine which of these facilities is “high priority”. Those that should be considered include:
 - a. Composting facilities
 - b. Equipment storage and maintenance facilities
 - c. Fuel farms
 - d. Hazardous Waste disposal facilities
 - e. Hazardous waste handling and transfer facilities
 - f. Incinerators
 - g. Landfills
 - h. Landscape maintenance on municipal property
 - i. Materials storage yards
 - j. Pesticide storage facilities
 - k. Public buildings including libraries, police stations, fire stations, municipal buildings, restrooms, public parking lots, public golf course maintenance facilities, public swimming pool maintenance facilities, public works yards, public marinas or boat launches, recycling facilities, salt storage and de-icing storage facilities, solid waste handling and transfer facilities, street repair and maintenance facilities, vehicle storage and maintenance yards, airports, animal control facilities, vehicle salvage yards, chemical storage facilities, transportation hubs.
2. (4.2.6.2) Permittees shall assess the written inventory and make a list of common pollutants that may originate from these facilities. A description of the assessment process and findings shall be included in the SWMP.
3. (4.2.6.3) Based on the assessment, the Permittee shall identify “high priority” facilities. Generally, these facilities have:
 - a. Pollutants stored on site
 - b. Improperly stored materials
 - c. Potential pollutant-generating activities performed outside
 - d. Close proximity to fresh water bodies
 - e. Potential to discharge pollutants to impaired waters
4. (4.2.6.3.1) Permittee shall implement water quality control measures at all high priority sites.
5. (4.2.6.3.2) Permittee shall prepare a SWPPP for each high priority site. Each SWPPP shall include the following:

- a. Facility address
 - b. Staff/contact information for the facility
 - c. Property boundaries
 - d. Building and impervious surfaces
 - e. Directions of flow for storm water using arrows
 - f. Locations of structural control measures
 - g. Facility BMPs (non-structural)
 - h. Location and name of the nearest defined drainage which could receive runoff from the facility
 - i. Locations of all storm water conveyances
 - j. Locations where significant spills or leaks have occurred
 - k. Locations of all visual storm water monitoring points
 - l. Locations of storm water inlets and outfalls with unique identification code and approximate drainage area outline
 - m. Location of all non-storm water discharges
 - n. Locations of runoff from adjacent properties
 - o. Locations where on-site activities may be exposed to storm water including fueling operations, vehicle and equipment maintenance areas, brine making areas, loading and unloading areas, waste storage and disposal areas, liquid storage tanks, process and equipment operating areas, and materials storage and disposal areas
6. (4.2.6.4) Inspect high priority facilities as follows:
- a. Monthly visual inspections. In accordance with developed SOPs, inspect the facility monthly to verify and correct the performance of the BMPs and all other systems designed and placed to eliminate pollutant discharges. Track these inspections and keep records with the facility SWPPP.
 - b. Semi-annual Comprehensive Inspections. Comprehensive inspections shall be conducted at least twice per year, using the inspection SOP and reporting identified deficiencies and the corrective actions taken. Specifically, these inspections shall review and correct issues found with:
 - i. Waste storage areas
 - ii. Dumpsters
 - iii. Vehicle and equipment maintenance/fueling areas
 - iv. Material handling areas
 - v. Similar pollutant-generating areas
 - vi. Previous monthly or annual inspections conducted at the facility
 - vii. The facility's SWPPP
 - c. Annual Visual Observation of Storm Water Discharges. At least once per year the Permittee shall visually observe the quality of the storm water being discharged from the high priority facilities. This observation should be done in accordance with prepared SOPs and report any deficiencies and corrective actions taken.
7. (4.2.6.5) Permittee shall develop and implement SOPs to protect water quality at each of the facilities owned or operated by the city. (Use the list from 4.2.6.1 above). SOPs shall address the following practices (4.2..6.5.1):
- a. Use, storage and disposal of chemicals
 - b. Storage of salt, sand, gravel, landscaping materials, asphalt and other materials
 - c. Waste and trash management
 - d. Cleaning, washing, painting and maintenance activities
 - e. Sweeping roads and parking lots

- f. Proper application storage and disposal of fertilizers, pesticides, and herbicides
 - g. Lawn maintenance and landscaping activities
 - h. Green waste deposited in the street
 - i. Proper disposal of pet waste
 - j. Vehicle maintenance and repair activities
 - k. Vehicle/equipment storage (store indoors when possible)
 - l. Vehicle fueling (covered when possible)
 - m. Road and parking lot maintenance (pothole repair, pavement marking, sealing, repaving)
 - n. Cold weather operations (plowing, sanding, deicing compound application, snow disposal area maintenance)
 - o. Right-of-way maintenance (mowing, herbicide and pesticide application)
 - p. Permittee sponsored events (festivals, parades, street fairs and event clean-up)
 - q. Regular inspection, cleaning and repair of storm water infrastructure
 - r. Graffiti removal
 - s. Any activities or operations not listed that would reasonably be expected to discharge contaminated runoff
8. (4.2.6.5.2) City Maintenance SOPs. These SOPs should include:
- a. A schedule for road and parking lot sweeping
 - b. A schedule for storm drain system maintenance
 - c. Special attention that may be needed at priority areas
 - d. Regular inspection, cleaning and repair of infrastructure including catch basins, pipes, ditches, canals, culverts, storm water controls, runoff treatment structures/facilities, and flow control facilities
 - e. Priority ranking for sweeping and storm water system maintenance
9. (4.2.6.5.3) Disposal methods of all waste and wastewater removed during cleaning and maintenance of the storm water conveyance system.
10. (4.2.6.5.4) Permittees shall ensure that vehicle, equipment and other wash waters are not discharged to waters of the State
11. (4.2.6.5.5) Permittee shall minimize discharges to water of the state that are associated with snow disposal and melt
12. (4.3.6.5.6) Permittees shall develop a spill prevention plan in coordination with the local fire department.
13. (4.3.6.6) Permittees shall maintain an inventory of all floor drains inside Permittee-owned or operated building.
14. (4.2.6.7) Permittees are responsible for ensuring that contractors performing operation and maintenance activities for the Permittee are using the city's SOPs for those activities.
15. (4.2.6.8) Permittees shall develop and implement a process to include water quality impacts in the design of all new flood management structural controls owned and operated by the Permittee. A copy of the process should be included in the SWMP. This should include an evaluation of existing structures to determine if they can be retrofit with water quality features.
16. (4.2.6.9) Permittees shall develop a plan to retrofit existing developing sites that are adversely impacting water quality. This plan shall include a ranking of sites base on:
- a. Proximity to a waterbody
 - b. Current assessment of the waterbody with the goal to improve impaired waterbodies and protect unimpaired waterbodies
 - c. Hydrologic condition of the receiving waterbody
 - d. Proximity to sensitive ecosystems
 - e. Any sites that could be further enhanced by retrofitting

17. (4.2.6.10) The Permittee shall require all employees, MS4 contractors and other responsible entities that have job functions that may impact storm water quality to receive training as follows:
- a. Within 60 days of hire
 - b. Annually thereafter
 - c. Topics to include:
 - i. Importance of protecting water quality
 - ii. The requirements of 4.2.6
 - iii. Inspections and follow-up procedures
 - iv. Ways to prevent or minimize impacts to water quality by how they perform their jobs activities
 - v. SOPs
 - vi. SWPPPs for the high priority facilities
 - vii. Permittees prohibition against illicit discharges and improper disposal of waste.
 - d. Keep and maintain records of all training events and those that attended.

Plan Implementation Measures and Goals

This Minimum Control Measure could use some improvements. The city does currently:

- 1. do routine maintenance on their storm water collection system
- 2. Sweep streets on a regular basis.
- 3. There are SOPs for many activities
- 4. The Public Works Facility has been identified as “high priority”
- 5. There is an inventory of City-owned and operated facilities
- 6. There is a SWPPP for the Public Works Facility
- 7. City Employees are trained on an annual basis
- 8. The City has retrofitted portions of their collection system to include water quality control measures

The City has developed several goals to help move this program in the right direction. These goals include:

- 1. Updating the City-owned and operated facilities inventory
 - 2. Reassessing for “High Priority” Facilities
 - 3. Formalizing the “High Priority” Inspection Program
 - 4. Updating the Public Works SOPs including adding SOPs for all required activities
 - 5. Reviewing and updating the Public Works SWPPP and adding SWPPPs for other facilities that may be added to the “High Priority” Facilities list
 - 6. Work with the Fire Department to formalize a Spill Prevention Plan
 - 7. Review and Update Floor Drain Inventory
 - 8. Formalize the Process for Including Water Quality on New and Existing Flood Control Structures
 - 9. Review and Update Retrofit Plan
 - 10. Retrain employees once new SOPS have been completed
-

Updating the City-owned and Operated Facilities Inventory

Using the list provided in the permit, review the inventory of City-owned and Operated Facilities and add any facilities that may be missing. Include all the required information in the inventory. Keep the inventory current and review it once a year to make sure all the data is current.

Measures of Success

This goal will be considered complete when the inventory has been updated and all the information in the inventory is current and relevant.

Responsible Parties

The Public Works Inspector will have primary responsibility for completing this goal

Funding

Expenses associated with this goal will be paid for out of the storm water utility fees.

Reassessing “High Priority” Facilities

Once the inventory has been updated, the goal will be to reevaluate this inventory with the criteria established in the permit. Any new “high priority” facilities will be identified and worked into the program.

Measures of Success

This goal will be considered complete when the assessment has been completed for all facilities and the “high priority” list has been updated.

Responsible Parties

The Public Works Inspector will have primary responsibility for completing this goal

Funding

Expenses associated with this goal will be paid for out of the storm water utility fees.

Formalizing the “High Priority” Inspection Program

With an updated “high priority” list a schedule can be developed to make sure all required inspections of these facilities can be completed. Inspection forms will be reviewed and updated as needed. Inspection reporting can then be better facilitated.

Measures of Success

This goal will be considered complete when the inspection schedule is established and forms have been reviewed and updated.

Responsible Parties

The Public Works Inspector will have primary responsibility for completing this goal

Funding

Expenses associated with this goal will be paid for out of the storm water utility fees.

Updating the Public Works SOPs

Although there are several SOPs for many activities, there are some activities listed in the permit for which the City doesn't currently have an SOP. Using the list in the permit as a checklist, a list of needed SOPs will be created. Existing SOPs will be reviewed and new SOPs will be developed until all listed activities are covered by an SOP that is current and relevant.

The list of SOPs will include; proper waste disposal, vehicle and equipment wash water disposal, and snow disposal and melt controls.

Measures of Success

This goal will be considered complete when all listed activities are covered by an SOP

Responsible Parties

The Public Works Inspector will have primary responsibility for completing this goal

Funding

Expenses associated with this goal will be paid for out of the storm water utility fees.

Review and Update Public Works SWPPP

It has been a few years since the SWPPP was last updated. The goal here is to review the Public Works SWPPP, update it and then develop a SWPPP for any additional "high priority" facilities identified with the reassessment.

Measures of Success

This goal will be considered achieved when all "high priority" facilities have a current SWPPP

Responsible Parties

The Assistant Public Works Director will be responsible for this goal

Funding

Expenses associated with this goal will be paid for out of the storm water utility fees.

Work with the Fire Department to Formalize a Spill Prevention Plan

The Fire Department already has a spill prevention plan. The goal here is to work with them to update that plan and include any additional items needed to help protect illicit discharges from entering the storm water collection system.

Measures of Success

This goal will be considered complete when the spill prevention plan has been reviewed and updated.

Responsible Parties

The Public Works Director will be responsible for this goal.

Funding

Expenses associated with this goal will be paid for out of the storm water utility fees.

Review and Update Floor Drain Inventory

Several years ago, a floor drain inventory was created and drain were checked to ensure that they were properly connected to the sanitary sewer system. As the inventory of city-owned and operated facilities is updated, any additional floor drains will be added and the connectivity verified.

Measures of Success

This goal will be considered complete when the floor drain inventory has been updated

Responsible Parties

The Public Works Inspector will be responsible for this task

Funding

Expenses associated with this goal will be paid for out of the storm water utility fees.

Formalize the Process for Including Water Quality on New and Existing Flood Control Structures

There is a need to work with the City Engineer to formally include water quality considerations on all new flood control structures. Also working with the City Engineer, we will review all existing flood control structures and consider the feasibility of added water quality control measures at each site.

Measures of Success

This goal will be achieved when there is a list of modifications that can be made to existing flood control facilities to improve water quality

Responsible Parties

The Public Works Director will have primary responsibility with the City Engineer supporting this effort

Funding

Expenses associated with this goal will be paid for out of the General Fund

Review and Update Retrofit Plan

With a list of modifications that can be made to existing flood control facilities, the city engineer can then prioritize and create a relative schedule of these improvements. This will become the retrofit plan. This will be added to the City's Storm Drain Master Plan.

Measures of Success

This goal will be considered complete when the Storm Drain Master Plan has been updated to include water quality retrofitting projects.

Responsible Parties

The City Engineer will have primary responsibility to complete this work

Funding

Expenses associate with this goal will be paid for out of the General Fund.

Retrain Employees Once New SOPs Have Been Completed

With all the new and modified SOPs it will be necessary to train all appropriate employees on the changes and how to utilize the SOPs in their respective jobs. This training will be in addition to the normal annual training program. The training program also needs to include any contracted service providers.

Measures of Success

This goal will be considered completed when all employees have been trained on all the new and revised SOPs and the training has been documented.

Responsible Parties

The Public Works Inspector will be responsible to complete this task.

Funding

Expenses for this goal will be paid for out of the storm water utility fees.





City Council Executive Summary

For the Council meeting on:
November 4, 2026

Petitioner:
Shawn Douglas, Public Works Director

Summary of Proposed Action

Consideration of Resolution #2026-37 adopting an Interlocal Agreement between Riverdale City and Weber County for the Golden Spike Storm Water Coalition

Summary of Supporting Facts & Options

Riverdale City has been a member of the Weber County Storm Water Coalition for several years. This coalition provides training and education to help us meet the state storm water requirements. This formal agreement will allow us to continue participation in the coalition and provide documentation to the state showing we are members of the coalition. This agreement will replace the one we currently have. I would recommend approval



RESOLUTION NO. 2026-37

**A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN
RIVERDALE CITY AND WEBER COUNTY RELATING TO OBLIGATIONS
REQUIRED FOR UPDES GENERAL PERMIT FOR DISCHARGES FROM SMALL
MUNICIPAL SEPARATE STORM SEWER SYSTEMS (MS4'S)
PERMIT NO. UTR090000**

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953 as amended, permits governmental units to enter into agreements with one another for the purpose of exercising on a joint cooperative basis powers and privileges that will benefit their citizens and make the most efficient use of their resources; and

WHEREAS, Weber County and Riverdale City have negotiated an Agreement for the purposes of providing storm water services in accordance with the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1987, and the Utah Water Quality Act, together with federal and state regulation adopted pursuant to such Acts for the City of Riverdale City; and

WHEREAS, Weber County and Riverdale City find that mutual benefit and cost-effective government can be achieved through this interlocal agreement for services entailed herein;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Riverdale City the attached interlocal agreement is entered with Weber County for the purposes of storm water management as authorized in the Interlocal Agreement, and the Interlocal Agreement is hereby approved and incorporated by this reference. The Council hereby authorizes and directs the Mayor to execute the Interlocal Agreement for and on behalf of Riverdale City.

RESOLVED this 4th day of November, 2026.

Braden D. Mitchell, Mayor
Riverdale City

Attest:

Michelle Marigoni, City Recorder

VOTE:

Alan Arnold	_____	Yes	_____	No	_____	Absent
Bart Stevens	_____	Yes	_____	No	_____	Absent
Anne Hansen	_____	Yes	_____	No	_____	Absent
Michael Richter	_____	Yes	_____	No	_____	Absent
Kent Anderson	_____	Yes	_____	No	_____	Absent

**Interlocal Agreement Relating to Obligations
Required for a Small MS4 General UPDES Permit No. UTR090000
For
Storm Water Management**

This Agreement made effective this ____ day of _____, ____ is entered into by and among Riverdale City (hereafter “City”), and Weber County (hereafter “County”).

Recitals

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended, permits public agencies to enter into agreements with one another for the purpose of exercising, on a joint and cooperative basis, powers and privileges that will benefit their citizens and make the most efficient use of their resources; and,

WHEREAS, all of the parties hereto are public agencies as defined by the Interlocal Cooperation Act;

WHEREAS, the County is a body politic duly organized under the laws of Utah;

WHEREAS, the City is a municipal corporation duly organized under Title 10 of the Utah Code Annotated, as amended;

WHEREAS, in accordance with the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1987, and the Utah Water Quality Act, together with federal and state regulations adopted pursuant to such Acts, the County and the City, as operators of storm water systems, must reduce pollutants in storm water to the Maximum Extent Practicable (hereafter “MEP”) to protect water quality;

WHEREAS, the Phase 2 NPDES and UPDES Storm Water Regulations (hereafter “Regulations”) specify that compliance with the Regulations can be attained by developing, implementing and enforcing a storm water management plan which incorporates Best Management Practices addressing State of Utah Department of Environmental Quality Division of Water Quality Small MS4 General UPDES Permit, No. UTR090000 (MS4 Permit)

WHEREAS, pursuant to said MS4 Permit Section 4.3. Sharing Responsibility, the County and the City as Permittees may share with each other the implementation of the MS4 Permit Section 4.2. Minimum Control Measures; listed in Permit Articles:

- 4.2.1 Public Education and Outreach on Storm Water Impacts
- 4.2.2 Public Involvement /Participation
- 4.2.3. Illicit Discharge Detection and Elimination (IDDE)
- 4.2.4. Construction Storm Water Runoff Control
- 4.2.5. Long-Term Storm Water Management in New Development and Redevelopment (Post-Construction Storm Water management)

4.2.6. Pollution Prevention and Good Housekeeping for Municipal Operations;

through a written agreement with the obligations of said Permit to be maintained as part of each Permittee's Storm Water Management Plan or SWMP.

WHEREAS, the County and the City desire to work cooperatively in compliance with the MS4 Permit and subsequent renewals of the MS4 Permit with other relevant federal and state storm water Regulations as enacted within the time period of this agreement or through subsequent extensions to this agreement;

NOW, THEREFORE, for the reasons cited above, and in consideration of the mutual covenants and agreements contained herein, the City and County do mutually agree and undertake as follows:

Section One

Scope of Agreement

Intent. The parties intend by this Agreement to co-permit with one another in compliance to and for the implementation of the State of Utah Department of Environmental Quality Division of Water Quality MS4 Permit.

Specifically, this Agreement addresses the obligations of the County and the City in relation to compliance with the Regulations which require developing, implementing and enforcing a storm water management plan (SWMP) incorporating Best Management Practices. Each party remains responsible for its own implementation of its Storm Water Management Plan.

1. County Storm Water Management. The County shall provide for Storm Water Management Administration in accordance with the relevant rules and regulations and laws imposed upon the County.
2. Golden Spike Stormwater Coalition Management. The County, after following its procurement process, shall select and provide a contracted entity or firm to serve as a Golden Spike Stormwater Coalition Executive Director to assist in the direction and management of the Golden Spike Stormwater Coalition. If allowed by the County's procurement law, the City and each other member of the Coalition shall have the right to provide input regarding the selection of the Coalition Executive Director. After the contract with the Executive Director is in place, the Coalition shall supervise the Executive Director. The agreement of a majority of all Coalition members shall be required for any decision of the Coalition to take effect. Each Coalition member shall have an equal vote in all decisions to be made by the Coalition.
3. Co-permitting. The County and the City mutually agree to jointly implement the current and subsequent MS4 Permit, which may be renewed on a 5 year basis, and shall provide one another with the relevant management plan, storm water information, and other necessary documentation relevant to said MS4 Permit, with applicable forms provided by the Department of Environmental Quality.

4. Services Provided. Each party shall be responsible for each of the following control measures within its own jurisdictional boundaries (i.e., in unincorporated areas for the County, and within the municipal boundaries for the City) but shall not be responsible for the control measures in other jurisdictions, except as noted below. However, upon request, a party may agree to work cooperatively with the other party on a control measure within the other party's jurisdictional boundaries.
 - a. Public Education and Outreach on Storm Water Impacts. The parties shall work with the Executive Director of the Golden Spike Stormwater Coalition to provide materials and coordinate educational activities within their jurisdictions, including but not limited to media and public relations, publications and advertisements, and school outreach programs. The Executive Director shall receive and respond to concerns from all Coalition members and relevant public committee recommendations. Coalition members may do additional public education and outreach at their discretion.
 - b. Public Involvement/Participation. The County shall participate actively with the City through the Golden Spike Stormwater Coalition for public involvement and participation in addressing storm water issues.
 - c. Illicit Discharge Detection and Elimination. In coordination with the Weber-Morgan Health Department, the County shall provide for this control measure as it relates to mapping and coordinating of discharges occurring in multiple jurisdictions, or otherwise crossing jurisdictional boundaries between the Coalition participants.
 - d. Construction Site Storm Water Runoff Control.
 - e. Long-Term Storm Water Management in New Development and Redevelopment.
 - f. Pollution Prevention and Good House Keeping for Municipal Operations.
5. Annual Fee. The County, through its participation in the Golden Spike Stormwater Coalition, may assess an annual fee to the City and other Coalition participants to reimburse the County for the costs of administering the contract, including the costs of compensation to the entity or firm serving as the Coalition Executive Director, copy costs, brochure and publication costs, community outreach program costs, etc. This fee will equal the City's share of the total of such costs, with each Coalition member paying an equal share. The City agrees to pay the fee assessed by the County, in a timely manner, upon receiving a written billing notice for the same from the Coalition or County. Each party will establish and maintain its own budget for income and expenses related to this agreement. Each party will be responsible for acquiring, holding, and disposing of all property to be used under this agreement, except as otherwise stated or implied in this agreement.
6. Limitations. Except as outlined by this Agreement or by agreement separate from this, neither party assumes any responsibility to inspect, install, operate or otherwise maintain the other

party's storm water system, storm water program, or storm water utility. Further, this Agreement does not impose on either party any duty regarding storm water management, fees, inspections, or any other types of activity outside the scope of this Agreement.

7. Designated Contacts. The City shall designate its contact with the County for any and all issues which may arise under this Agreement. The County designates the Weber County Engineer as its contact with the City for any and all issues which may arise under this Agreement. The County and the City contacts may also consult with each other from time to time on the status of mutual relations and the terms of this Agreement. To the extent that any administration of this Agreement becomes necessary, then the parties' contacts, or their successors, shall constitute a joint board for such purpose, and each party shall have an equal vote in any decision that needs to be made.

Section Two

General Provisions

1. Term and Renewal. This Agreement shall automatically terminate upon the expiration of the term of the current MS4 permit. If the MS4 permit is renewed or extended, then the parties may renew this Agreement to match the term of the renewed MS4 permit.
2. Termination. This Agreement may be terminated by either party upon ninety (90) days written notice from the Mayor or County Commission provided either to the County Clerk or the City Recorder, as the case may dictate. Upon termination of the Agreement, each party shall retain all property that it has contributed to this joint effort and that remains in the possession of either party, unless the parties negotiate for the transfer of the property to the other party for adequate consideration.
3. Effective Date. This Agreement shall become effective upon compliance with state law governing interlocal cooperation agreements and upon ratification by the parties as provided in U.C.A. Title 11, Chapter 13, Part 2, as amended.
4. Amendment. This Interlocal Agreement may be changed, modified, or amended by written agreement of the participants, upon adoption of appropriate resolutions from the County and the City, along with being approved as to form by the County Attorney and City Attorney, and upon meeting all other applicable requirements of the Interlocal Cooperation Act.
5. Entire Agreement. This Agreement, together with any written amendments, shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except for the resolutions of each party herein attached and incorporated by reference.
6. Indemnification. Each party agrees to indemnify, defend, and save and hold the other party and its respective officers, trustees, agents, employees, and permitted assigns harmless against and in respect of the following:

- a. all claims, losses, liabilities, damages, costs, deficiencies, and expenses affecting any persons or property as a result of the indemnifying party's actions;
 - b. any misrepresentation, material omission, breach of warranty, or non-fulfillment of any covenant or agreement by the indemnifying party, relating to this Agreement; and
 - c. any and all actions, suits, proceedings, demands, assessments, judgments, costs, legal and accounting fees, and other expenses incident to any of the foregoing.
7. Employee Status. It is understood and agreed by the parties that any and all personnel furnished by the parties shall remain employees of the respective parties and shall abide by the personnel policies of the respective parties.
8. Hired Consultant Status. It is understood and agreed by the parties that any consultant including and not limited to the firm or entity serving as Coalition Executive Director as engaged by the County to provide management for the Coalition shall not be, and shall not represent themselves as, employees of the respective parties.
9. Warranties. Each party represents and warrants that it is a public agency within the meaning of the Interlocal Cooperation Act, is authorized to execute and deliver this Agreement and there is no litigation, legal action or investigation between the parties that would adversely affect this Agreement.
10. Documents on File. Executed copies of this Agreement shall be placed on file in the office of the County Clerk and the City Recorder and shall remain on file for public inspection for the duration of this Agreement.
11. Governing Law. It is understood and agreed by the parties that this Agreement shall be governed by the laws of the State of Utah as to interpretation and performance.
12. Non-transferable. This rights, duties, powers and obligations of this Agreement may not be transferred, assigned or delegated without the consent of the parties.
13. Rules of Construction and Severability. Standard rules of construction, as well as the context of this agreement, shall be used to determine the meaning of the provisions herein, except as follows: If any of the provisions herein are different from what is normally allowed or required by law, every effort shall be made to construe the clauses to be legally binding and to infer voluntary arrangements which are in addition to what is normally allowed or required by law. If any provision, article, sentence, clause, phrase, or portion of this agreement, including but not limited to any written amendments, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this agreement, unless the invalidation of the provision materially alters the agreement by interfering with the purpose of the agreement or by resulting in non-compliance with applicable law. If the invalidation of the provision materially alters the agreement, then the parties shall negotiate in good faith to modify the agreement to match, as

closely as possible, the original intent of the parties. It is thus the intention of the parties that each provision of this agreement shall be deemed independent of all other provisions herein, as long as the overall purpose of the agreement is preserved.

14. Additional Interlocal Cooperation Act provisions. In satisfaction of the requirements of the Interlocal Cooperation Act, the parties agree as follows:

- a. This Agreement shall be authorized and adopted by resolution of the legislative body of each party, pursuant to Section 11-13-202.5.
- b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each party, pursuant to Section 11-13-202.5.
- c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each party pursuant to Section 11-13-209.
- d. This Agreement shall become effective upon (a) its approval and execution by each party and (b) the filing of an executed copy of this Agreement with the keeper of records of each of the parties.
- e. Immediately after execution of this Agreement by both parties, each party shall cause to be published notice regarding this Agreement pursuant to Section 11-13-219.
- f. The parties agree that they do not, by this Agreement, create an interlocal entity or any separate entity.

Interlocal Agreement Relating to Obligations
Required for a Small MS4 General UPDES Permit No. UTR090000
For
Storm Water Management

DATED this ____ Day of _____, ____

FOR WEBER COUNTY:

(Chair, Weber County Commission)

ATTEST:

APPROVED AS TO FORM AND COMPLIANCE
WITH APPLICABLE LAW:

County Clerk

County Attorney

DATED this ____ Day of _____, ____

for RIVERDALE CITY _____:

Mayor, Riverdale City

ATTEST:

APPROVED AS TO FORM AND COMPLIANCE
WITH APPLICABLE LAW:

City Clerk

City Attorney



CITY COUNCIL AGENDA
November 4, 2026

AGENDA ITEM: G2

SUBJECT: Riverside Flats Townhomes (690 W 4400 S)

PRESENTER: Brandon Cooper, Community Development Director

INFORMATION:

- a. [Ordinance 1015](#)
Transmittal – Zone Map Amendment
- b. [Resolution 2026-38](#)
Transmittal – Development Agreement
- c. [Transmittal - Site Plan](#)

[BACK TO AGENDA](#)



ORDINANCE NO. 1015

AN ORDINANCE AMENDING THE RIVERDALE CITY ZONING MAP TO APPLY A PLANNED DEVELOPMENT OVERLAY TO APPROXIMATELY 1.26 ACRES LOCATED AT 690 WEST 4400 SOUTH, RETAINING THE UNDERLYING R-5 ZONING DESIGNATION; PROVIDING FOR DEVELOPMENT PURSUANT TO TITLE 10, CHAPTER 22 OF THE RIVERDALE CITY CODE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, FZD Riverside Flats, LLC has requested a zoning map amendment to apply a Planned Development (**PD**) overlay to approximately 1.26 acres located at 690 West 4400 South, Riverdale, Weber County, Utah, identified as parcel no. 060150070 and more particularly described in Exhibit A, attached hereto and incorporated herein (the “**Subject Property**”), for the proposed Riverside Flats Townhomes development; and

WHEREAS, the Subject Property is currently zoned R-5 and is designated Attached Residential on the General Plan Land Use Master Plan Map; and

WHEREAS, Riverdale City Code Title 10, Chapter 22 establishes the Planned Development overlay and provides for its adoption through a legislative zoning map amendment; and

WHEREAS, the Planning Commission held a duly noticed public hearing on October 27, 2026, considered the application and public comments, and forwarded a recommendation of approval to the City Council; and

WHEREAS, the City Council has considered the Planning Commission’s recommendation, the staff report, and the information presented at a public meeting and finds the proposed amendment to be in the best interest of Riverdale City and its residents;

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

Section 1. Findings

The City Council finds that the proposed amendment is consistent with the General Plan’s Attached Residential designation; supports infill development and efficient use of existing infrastructure; provides additional housing choices and opportunities for owner-occupied housing; and allows coordinated site design, circulation, open space, and neighborhood compatibility through the Planned Development process.

Section 2. Zoning Map Amendment

The Official Zoning Map of Riverdale City is hereby amended to apply the Planned Development (**PD**) overlay to the Subject Property described in Exhibit A. The underlying R-5 zoning designation is retained, and the combined designation shall be shown on the Official Zoning Map as R-5-PD. City staff are directed to update the Official Zoning Map accordingly.

Section 3. Planned Development Requirements

Development under the PD overlay shall comply with Riverdale City Code Title 10, Chapter 22, including approval of a PD site plan and a development agreement recommended by the Planning Commission, approved by the City Council, and executed by the City and the property owner or authorized developer. Required plans and agreements shall be recorded as required by Chapter 22.

The PD overlay and the approved and recorded site plan and associated agreements shall govern development as provided in Chapter 22. Underlying R-5 standards shall apply where the PD provisions are silent. This Ordinance does not independently approve any project specific deviation from applicable development standards.

On October 27, 2026, the Planning Commission, acting as the Administrative Land Use Authority, waived the three-acre minimum site area requirement pursuant to Chapter 22 in conjunction with its approval of the Riverside Flats Townhomes subdivision plat.

Section 4. Separate Development Approvals

This Ordinance approves only the zoning map amendment. It does not approve the proposed 26-unit townhome site plan, a subdivision plat, a development agreement, construction, or issuance of any permit. All required land use, engineering, and permit approvals shall be obtained separately from the authorities designated by applicable law and City Code. Nothing in this Ordinance alters any rights established by applicable Utah law.

Section 5. Severability

If any provision of this Ordinance, or its application to any person or circumstance, is held invalid, that invalidity shall not affect the remaining provisions or applications that can be given effect without the invalid provision or application. The provisions of this Ordinance are declared severable.

Section 6. Effective Date

This Ordinance shall take effect upon publication or posting as required by law, following its passage and approval.

PASSED, ADOPTED AND ORDERED POSTED this 4th day of November, 2026.

Braden Mitchell, Mayor

Attest:

Michelle Marigoni, City Recorder

VOTE:

Alan Arnold	_____ Yes	_____ No	_____ Absent
Bart Stevens	_____ Yes	_____ No	_____ Absent
Anne Hansen	_____ Yes	_____ No	_____ Absent
Michael Richter	_____ Yes	_____ No	_____ Absent
Kent Anderson	_____ Yes	_____ No	_____ Absent

EXHIBIT A

SUBJECT PROPERTY DESCRIPTION

Riverside Flats Townhomes
690 West 4400 South
Weber County parcel no. 060150070

PART OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT IN CENTER OF ROAD 390.17 FEET EAST AND 520.08 FEET SOUTH FROM THE NORTHWEST CORNER OF SAID QUARTER SECTION; RUNNING THENCE NORTH 196.50 FEET; THENCE EAST 72.00 FEET; THENCE SOUTHERLY 196.50 FEET TO A POINT 63.0 FEET EAST OF BEGINNING; THENCE WEST 63.0 FEET TO BEGINNING. ALSO: A PART OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT SOUTH 89D51' EAST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER SECTION 370.0 FEET AND SOUTH 1D55' WEST 178.3 FEET, MORE OR LESS, AND SOUTH 89D30' EAST 29.2 FEET, MORE OR LESS, AND SOUTH 87D EAST 139.11 FEET; AND SOUTH 135.00 FEET FROM THE CENTER OF SAID SECTION 7, RUNNING THENCE SOUTH 155.80 FEET, MORE OR LESS, TO THE NORTH LINE OF 4400 SOUTH STREET; THENCE NORTHWESTERLY ALONG SAID NORTH LINE 73 FEET, MORE OR LESS, THENCE NORTHERLY 150 FEET, MORE OR LESS, THENCE EAST TO THE POINT OF BEGINNING. ALSO: A PART OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT WHICH IS EAST 541.78 FEET SOUTH 470 FEET, MORE OR LESS, TO THE NORTHERLY RIGHT-OF-WAY LINE OF 4450 SOUTH STREET, AND SOUTH 87D10' EAST 70 FEET ALONG SAID NORTHERLY LINE FROM THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER SECTION (TO A POINT 5 FEET EAST OF THE SOUTHEAST CORNER OF THE ELMO D LESLEY PROPERTY); RUNNING THENCE NORTH 73 FEET 2 INCHES; THENCE NORTH 0D02' EAST 74.83 FEET; THENCE SOUTH 87D10' EAST 110.0 FEET PARALLELING THE NORTH LINE OF 4450 SOUTH STREET; THENCE SOUTH 0D02' WEST 150 FEET TO THE NORTH LINE OF STREET; THENCE NORTH 87D10' WEST 110 FEET TO THE POINT OF BEGINNING. ALSO: A PART OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT 530.78 FEET EAST AND 324.06 FEET SOUTH FROM THE CENTER OF SAID SECTION 7, AND RUNNING THENCE SOUTH 150 FEET, MORE OR LESS, TO THE NORTH LINE OF 4400 SOUTH STREET; THENCE SOUTH 87D EAST ALONG SAID NORTH LINE 76 FEET, MORE OR LESS, TO THE EAST LINE OF GRANTEES EXISTING PROPERTY, THENCE NORTH ALONG SAID EAST LINE PRODUCED TO A POINT SOUTH 87D10' EAST FROM THE PLACE OF BEGINNING, THENCE NORTH 87D10' WEST TO THE PLACE OF BEGINNING. ALSO: A PART OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN: BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF 4400 SOUTH STREET AND THE EAST LINE OF 700 WEST STREET, SAID POINT LYING SOUTH 89D51' EAST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER SECTION 370.00 FEET AND SOUTH 1D55' WEST ALONG THE EAST LINE OF 700 WEST STREET, 462.7 FEET, MORE OR LESS, FROM THE CENTER OF SAID SECTION 7, AND ALSO LYING NORTHERLY 49.5 FEET FROM THE CENTER LINE OF 4400 SOUTH STREET; RUNNING THENCE SOUTH 87D10' 30' EAST 36.6 FEET, MORE OR LESS ALONG THE NORTH LINE OF SAID 4400 SOUTH STREET; THENCE NORTH 0D30' EAST 147.38 FEET, MORE OR LESS, TO THE NORTHWEST PROPERTY

CORNER OF THE WALTER J GREASER PROPERTY AS RECORDED IN WEBER COUNTY, SERIAL NO. 06-015-0018, THENCE NORTH 87°10'30" WEST 32.66 FEET, MORE OR LESS TO THE EAST RIGHT OF WAY LINE OF 700 WEST STREET, THENCE SOUTH 1°55' WEST 147.28 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. EXCEPT THE FOLLOWING: PART OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE PROPERTY OF THE LESLEY TRUST (TAX ID #06-015-0055) WHICH IS SOUTH 89°51'00" EAST 370 FEET MORE OR LESS, AND SOUTH 01°55'00" WEST 430.36 FEET MORE OR LESS FROM THE CENTER OF SAID SECTION AND RUNNING, THENCE ALONG SAID WEST PROPERTY LINE SOUTH 01°55'00" WEST 32.34 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF THE SAID PROPERTY OF THE LESLEY TRUST TAX IDENTIFICATION NUMBER 06-015-0055, THENCE ALONG THE SOUTH LINE OF SAID PROPERTY SOUTH 87°10'46" EAST 13.89 FEET, MORE OR LESS, TO A POINT ON THE RIGHT OF WAY OF 4400 SOUTH STREET, THENCE THE FOLLOWING THREE (3) COURSES ALONG SAID RIGHT OF WAY (1) THENCE NORTH 44°13'27" WEST 1.00 FOOT MORE OR LESS, THENCE NORTHWESTERLY 20.99 FEET, MORE OR LESS, ALONG A 48 FOOT RADIUS CURVE TO THE RIGHT (LONG CHORD BEARS NORTH 25°38'45" WEST 20.82 FEET, MORE OR LESS (3) THENCE NORTH 13°04'48" WEST 13.96 FEET TO THE POINT OF BEGINNING. CONTAINS 171 SQUARE FEET MORE OR LESS)



Body: City Council
Topic: **Request for approval of a Zoning Map Amendment to modify the Zoning Map adding a Planned Development Overlay – 690 W 4400 S**

Department: Community Development
Director: Brandon Cooper
Staff/Presenter: Brandon Cooper
Contact: bcooper@riverdaleutah.gov

ITEM TYPE

- ☒ Action Item
- ☐ Public Hearing
- ☐ Discussion Item
- ☐ Information Item
- ☐ Other _____

Applicant: FZD Riverside Flats, LLC
Project Location: 690 W 4400 S (parcel no. **060150070**)
Zoning Map Designation: R-5
Proposed Map Designation: R-5 with Planned Development Overlay
Acreage: approximately 1.26 acres

REQUESTED ACTION

This application is a request for approval of a Zoning Map Amendment for approximately 1.26 acres located on the north side of 4400 at 690 W. The property is currently zoned R-5. The applicant is requesting that a Zoning Map Amendment be approved to apply a Planned Development Overlay to the R-5 zone to accommodate a proposed 26-unit for-sale townhome project. Such proposal would require separate consideration from the Planning Commission (subdivision/site plan) and City Council (site plan).

REQUESTED TIMELINE

Planning Commission Meeting – October 27, 2026
City Council Meeting – November 4, 2026



According to Riverdale City Code 10-9F-1, the purpose of the R-5 zone classification is to “provide for higher density residential areas with their associated necessary public services and activities.” It is also to provide an orderly transition from less intensive, lower density uses to more intensive, higher density uses

The R-5 Residential Zone is primarily intended for multiple-family dwellings, with secondary uses that may include agricultural, park, commercial, professional office, and educational facilities.

The Riverdale City General Plan designates this property as Attached Residential on the Land Use Master Plan Map; a Zoning Map Amendment request to add the Planned Development overlay has been reviewed and recommended for approval by the Planning Commission to the City Council.

Approval of the requested Zoning Map Amendment would enable the property owner to submit a site plan application to create smaller lots with a development agreement detailing the site design standards, which site plan has been reviewed by the Planning Commission and has been forwarded with a positive recommendation for approval.

PLANNING COMMISSION REVIEW AND RECOMMENDATION

In reviewing the proposed Zoning Map Amendment, the Planning Commission considered the following:

1. **Consistency with Utah Code (LUDMA)**
Whether the amendment complies with Utah Code Title 10, Chapter 20, including requirements that the General Plan provide clear policy guidance for land use decisions and implementation ordinances.
2. **Internal Consistency of the General Plan**
Whether the proposed amendment is consistent with existing General Plan goals, objectives, and policies related to land use, transportation, housing, economic development, public facilities, and community character.
3. **Implementation Support**
Whether the amendment provides appropriate policy support for updated zoning, subdivision, and planned development regulations.
4. **Public Health, Safety, and Welfare**
Whether the amendment promotes the long-term health, safety, and general welfare of the community, including considerations related to transportation, infrastructure capacity, and neighborhood compatibility.



5. Public Input

Comments received during the public hearing and written submissions.

Additionally, in reviewing this application, the Planning Commission considered whether the proposed amendment:

- Advances the vision and goals of the General Plan;
- Supports orderly growth and efficient use of land and infrastructure;
- Enhances flexibility while maintaining predictability and compatibility;
- Supports coordinated infrastructure planning;
- Provides clear policy guidance for future development decisions; and
- Serves as an effective implementation tool for Riverdale City's land use regulations.

Based on its review and a public hearing held on October 27, 2026, the Planning Commission forwards a positive recommendation to the City Council for adoption of the proposed amendment to the Zoning Map with the following findings:

- The application has been processed in accordance with Utah Code Title 10, Chapter 20, and the applicable provisions of the Riverdale City Code
- The amendment constitutes an infill or redevelopment area served by existing public infrastructure, utilities, and transportation facilities. The General Plan identifies such areas as appropriate locations for commercial development.
- The amendment is consistent with the General Plan's transportation and mobility policies and supports land use patterns that promote efficient use of transportation infrastructure and multimodal access.
- The amendment supports orderly growth, efficient use of land, and redevelopment within the City's existing urban area, consistent with the long-term land use and infrastructure planning objectives of the General Plan.
- The proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property.

Pursuant to Utah Code Title 10, Chapter 20, the Planning Commission's role is **advisory**.

The City Council is the final decision-making body for Zoning Map Amendments.



POTENTIAL ACTIONS

Following discussion and review, the City Council shall make a motion to:

- **APPROVE** the proposed amendment to the Zoning Map;
- **APPROVE WITH MODIFICATIONS** of the proposed amendment to the Zoning Map; or
- **DENY**, supported by findings fact.

STAFF CONCLUSION

City staff have reviewed the application and finds:

1. The proposed Zoning Map Amendment is compatible with the General Plan
2. A defined edge to development and buffering between types of uses is provided
3. Adding the PD overlay creates a more efficient use of land and more owner-occupied homes
4. Townhomes provide a good transition between the apartments to the north and the single-family homes to the south
5. The proposed zoning does not create a boundary that cuts across existing parcel lines or split lots
6. No neighborhoods will be isolated as a result of the Map Amendment
7. The proposed amendment furthers the objectives found in the Moderate Income Housing Element of the General Plan
8. Development under the proposed zone would be subject to a PD Development Agreement between the City and the developer/owner – to be approved by the City Council with the Site Plan

Attachments

Concept Project Map
Concept Renderings

RIVERSIDE FLATS

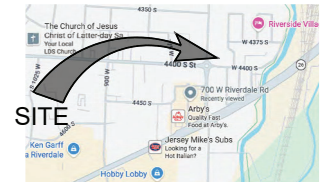
CONSTRUCTION PLANS

690 WEST 4400 SOUTH
RIVERDALE, UT 84405

PROJECT SECTION
SOUTHEAST QUARTER OF SECTION 7, T5N, R1W, SALT LAKE BASE AND MERIDIAN

NORTH

SCALE: 1" = 20'



VICINITY MAP
SCALE: N.T.S.

DRAWING INDEX

SHEET	DESCRIPTION
C3.00	CIVIL COVER SHEET
C3.01	GENERAL NOTES, LEGEND AND ABBREVIATIONS
C3.10	DEMOLITION PLAN
C1.01	CIVIL SITE PLAN
C3.01	GRADING AND DRAINAGE PLAN
C3.10	EROSION CONTROL PLAN
C4.01	SITE UTILITY PLAN
C5.01	CIVIL DETAILS
C5.02	CIVIL DETAILS
C5.03	CIVIL DETAILS
C5.04	EROSION DETAILS

ALL WORK AND MATERIALS FOR WATER
MUST CONFORM TO RIVERDALE CITY
STANDARDS AND SPECIFICATIONS

ALL WORK AND MATERIALS FOR SEWER
MUST CONFORM TO RIVERDALE CITY
STANDARDS AND SPECIFICATIONS

ALL WORK AND MATERIALS MUST
CONFORM TO RIVERDALE CITY
STANDARDS AND SPECIFICATIONS

DEVELOPER & OWNER

F2D RIVERSIDE FLATS, LLC
BRENT MALLI
2180 S. 1300 E. #240
SALT LAKE CITY, UT 84106
801-919-5128
bmalli@f2dcommercial.com

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Structural Engineering • Land Surveying & HDG

700 WEST STREET

N 12°28'18" W 13.87'
Δ=25°19'41"
R=48.00'
L=21.22'
CB=N 25°03'10" W
CL=21.05'
N 43°51'00" W 1.00'

N 86°22'44" W 22.72'
N 0°52'27" E 49.56'

N 86°22'44" W 62.85'

S 3°29'48" W 49.50'

4400 SOUTH STREET

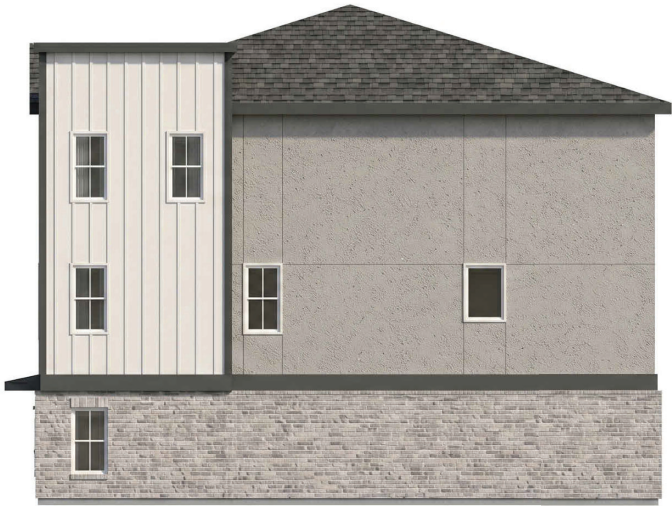
S 86°21'07" E 168.10'

N 0°49'29" E 1.42'

S 86°22'20" E 179.17'

S 0°48'48" W 150.00'

N 86°22'44" W 249.32'



SIDE ELEVATION



FRONT ELEVATION

EXTERIOR MATERIAL BOARD

OPTION 1 – MODERN NEUTRAL

BRICK

Light Gray / White Blend

BOARD & BATTEN

White or Off-White

STUCCO

Light Greige

FASCIA / TRIM

Charcoal Gray

ASPHALT SHINGLES

Weathered Charcoal

WINDOWS – VINYL

White

RIVERDALE TOWNHOMES

Enter address here

REVISIONS:

TITLE: RENDERINGS

5/12/2026 1:16:36 PM
Project Status

A900



SIDE ELEVATION

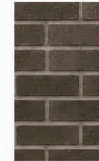


FRONT ELEVATION

EXTERIOR MATERIAL BOARD

OPTION 3 - DARK GREY / BROWN

BRICK



Smoke Gray
(Midnight)

BOARD & BATTEN



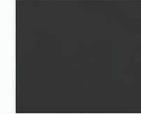
Greige

STUCCO



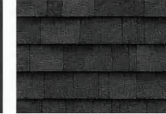
Warm Gray

FASCIA / TRIM



Iron Ore

ASPHALT SHINGLES



Charcoal

WINDOWS - VINYL



White

PLEASE AVOID EXCESSIVE USE OF MATERIALS AND COLORS
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470 NORTH 500 WEST
BOUNTIFUL, UT 84010
801.686.6665
JON@ELEMENTDESIGN.CO

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RIVERDALE TOWNHOMES

Enter address here

REVISIONS:

TITLE: RENDERINGS

5/12/2026 1:16:37 PM
Project Status

A901



RESOLUTION NO. 2026-38

A RESOLUTION OF THE RIVERDALE CITY COUNCIL APPROVING THE DEVELOPMENT AGREEMENT FOR THE RIVERSIDE FLATS TOWNHOMES PLANNED DEVELOPMENT AT APPROXIMATELY 690 WEST 4400 SOUTH, RIVERDALE, UTAH, AND AUTHORIZING ITS EXECUTION

WHEREAS, Riverdale City (the “City”) is authorized to enter into development agreements pursuant to Utah Code Section 10-20-508 and Riverdale City Code Title 10, Chapter 22; and

WHEREAS, FZD Riverside Flats, LLC has applied to develop 26 townhomes on approximately 1.26 acres located at 690 West 4400 South, Riverdale, Weber County, Utah, identified as parcel no. 060150070 (the “Property”); and

WHEREAS, on October 27, 2026, the Planning Commission approved the preliminary subdivision plat, waived the three-acre minimum residential Planned Development site area requirement, and forwarded a positive recommendation on the site plan to the City Council; and

WHEREAS, Chapter 22 requires a development agreement to establish the approved site plan, project-specific standards, improvements, and continuing obligations for the Planned Development; and

WHEREAS, the City Council has reviewed the proposed Riverside Flats Townhomes Planned Development Agreement (the “Agreement”) and finds that it supports coordinated development, required improvements, and continued private maintenance of common facilities;

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

1. Approval of Agreement

The Agreement presented with the Riverside Flats application is approved substantially in the form presented, subject to Section 2 below. The final approved Agreement and its exhibits shall be attached to this Resolution as Exhibit A and incorporated herein before execution.

2. Finalization and Execution

The Mayor is authorized to execute the Agreement on behalf of the City. Any substantive change to the approved terms shall return to the City Council for approval.

3. Related Approvals and Recording

Execution is subject to effectiveness of the separately approved Planned Development overlay and final site plan. This Resolution does not independently amend the zoning map or approve a site plan, subdivision plat, or permit. Following execution by all required parties, the City

Recorder is authorized to arrange recording of the Agreement and retain the final Agreement and exhibits with this Resolution.

4. Effective Date

This Resolution takes effect upon its passage and approval.

RESOLVED this 4th day of November, 2026.

Braden D. Mitchell, Mayor
Riverdale City

Attest:

Michelle Marigoni, City Recorder

VOTE:

Alan Arnold	_____	Yes	_____	No	_____	Absent
Bart Stevens	_____	Yes	_____	No	_____	Absent
Anne Hansen	_____	Yes	_____	No	_____	Absent
Michael Richter	_____	Yes	_____	No	_____	Absent
Kent Anderson	_____	Yes	_____	No	_____	Absent



Body: City Council
Topic: **Riverside Flats Planned Development -
Development Agreement – 690 West 4400 S**

Department: **Community Development**
Director: Brandon Cooper
Staff/Presenter: Brandon Cooper
Contact: bcooper@riverdaleutah.gov

ITEM TYPE

- ☒ Action Item
- ☐ Public Hearing
- ☐ Discussion Item
- ☐ Information Item
- ☐ Other _____

REQUESTED ACTION

Approve the Riverside Flats Townhomes Planned Development Agreement by resolution and authorize the Mayor to execute the final agreement following appropriate approvals of the Planned Development overlay and site plan.

EXECUTIVE SUMMARY

FZD Riverside Flats, LLC proposes 26 townhomes on approximately 1.26 acres at 690 West 4400 South (parcel no. 060150070). Pursuant to Riverdale City Code Title 10, Chapter 22, the agreement establishes the approved project plans, development standards, required improvements, and continuing developer and homeowner association obligations. On October 27, 2026, the Planning Commission approved the preliminary subdivision plat, waived the three-acre minimum site area requirement, and forwarded a positive site plan recommendation.

REQUESTED TIMELINE

Planning Commission PUBLIC HEARING – October 27, 2026
City Council Meeting – November 4, 2026

AGREEMENT SUMMARY

The agreement limits the project to 26 units and establishes project-specific lot dimensions, setbacks, height, parking, open space, landscaping, and architectural standards. It assigns responsibility for improvements, completion assurance, warranties, fees, and construction sequencing. Private streets, common areas, amenities, and private utilities remain privately maintained, with HOA reserve funding, maintenance, disclosure, and enforcement obligations. The agreement also addresses vested development standards, amendments, default remedies, execution, and recording.



Riverdale
U T A H

TRANSMITTAL

STAFF CONCLUSION

Staff recommends approval of the agreement subject to the effectiveness of the separately approved PD overlay and final site plan. The resolution does not independently approve the zoning amendment, site plan, or subdivision plat.

Attachments

Draft Development Agreement

When Recorded, Return to:
Riverdale City
Community Development Office
4600 S. Weber River Drive
Riverdale, Utah 84405

Affecting Tax Parcels: 060150070

DEVELOPMENT AGREEMENT
FOR A PLANNED DEVELOPMENT (PD) PROJECT

Affecting Tax Parcel(s): 060150070

THIS DEVELOPMENT AGREEMENT FOR A PLANNED RESIDENTIAL UNIT DEVELOPMENT (PD) PROJECT, hereinafter referred to as "the **Agreement**," entered into this _____ day of 20____, between **RIVERDALE CITY**, a municipal corporation organized and existing under the laws of the State of Utah and Weber County, Utah (the "**City**"), and **KMM PERMIAN, LLC**, a Utah limited liability company, including its successors or assigns (the "**Developer**"), individually a "**Party**" or collectively the "**Parties**".

RECITALS

WHEREAS, Developer represents that it is currently the owner of the property located at 670 W, 4400 S, Riverdale, Weber County, Utah (the "**Property**"), as more generally described and attached hereto and incorporated herein by this reference as Exhibit A – The Property, and

WHEREAS, Developer has presented to the City a subdivision plat and site plan for development of a 26-unit for-sale townhome Project for the Property (collectively the "**Project**"), attached hereto and incorporated herein by this reference as Exhibit B – The Project, which provides for development of the Property in a manner consistent with the Riverdale City General Plan and City Code; and

WHEREAS, the Property is governed under the R-5 – Multiple Family Residential zone; and

WHEREAS, the Property contains approximately 1.26 acres and is eligible for consideration of a Planned Development ("**PD**") designation under *Riverdale City Code Chapter 10-22*, as amended by Ordinance No. 1014, effective October 6, 2026; and the Planning Commission, acting as the Administrative Land Use Authority, approved a waiver of the three-acre minimum residential PD site area on October 13, 2026, upon finding that the Project demonstrates exceptional redevelopment merit, and the City Council adopted Ordinance No. _____, effective October 20, 2026, applying the PD designation to the Property, and approved this Agreement on October 20, 2026, subject to the approved Project plans and conditions of approval;

WHEREAS, the City is willing to grant approval of the Project with a Planned Development ("**PD**") overlay pursuant to City Code §10-22, et. seq., upon approval of a final Project plat and site plan, and to authorize the development of the Project in conformance with this Agreement, the City Code, and applicable Utah law.

WHEREAS, the purpose of this Agreement is to define the development standards, conditions and improvements, and other terms and conditions pursuant to which the Project and site

plan proposed by Developer is to be developed within the City.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

TERMS AND CONDITIONS

1. GENERAL DESCRIPTION.

A. Area Description of Project. The Property upon which the Project shall be developed is located at approximately 670 W 4400 S, Riverdale, Utah, and consists of approximately 1.26 acres, as shown in Exhibit A. The Property is further described as parcel nos. 060150070.

B. Project Description. The Project proposed by Developer is a common open space Project containing private drives and infrastructure, except as otherwise defined herein, which will consist of 26 residential townhome lots.

2. VESTED RIGHTS AND RESERVED LEGISLATIVE POWERS

A. City's Vested Laws. The development of the Property shall be governed by the ordinances, standards, codes, regulations, and policies of the City in effect on the Effective Date of this Agreement (collectively, the "**Vested Laws**"), including, without limitation, all provisions of the City's zoning ordinance, Project ordinance, design guidelines, and engineering standards applicable to the zoning district established by this Agreement. For purposes of this Agreement, Vested Laws means the City's duly adopted land use regulations and applicable development standards in effect on the Effective Date that govern the approved Project's permitted uses, residential density, lot dimensions, setbacks, building height, parking, open space, landscaping, architectural design, and required infrastructure improvements. The Vested Laws include applicable provisions of Riverdale City Code Title 10, Chapter 22, and the City's adopted engineering standards applicable to the Project, except as expressly modified through the approved PD overlay ordinance, this Agreement, and the approved Project plans incorporated herein. General administrative policies, fee schedules, and requirements governing ongoing operation, maintenance, and utility service are not included in the Vested Laws merely because they exist on the Effective Date. Nothing in this Agreement waives any statutory vested right established before the Effective Date unless the waiver is expressly identified in this Agreement and agreed to by Developer.

B. Approved Development Rights. Subject to this Agreement, the approved Project plans, applicable conditions of approval, and Utah law, Developer may develop and construct the approved Project during the term of this Agreement in accordance with the Vested Laws and the development standards expressly established herein. These rights are specific to the approved Project and do not authorize additional units, different uses, material changes to the approved plans, or development that fails to satisfy applicable approval conditions. Developer shall proceed with reasonable diligence as required by Utah Code Ann. § 10-20-902. This Agreement does not replace any required subdivision, site plan, building, engineering, or other permit or approval.

C. Express Modifications and Approval. Any departure from otherwise applicable land use regulations authorized by this Agreement shall be expressly identified in this Agreement

or its incorporated exhibits. To the extent this Agreement permits a use or development otherwise prohibited by applicable land use regulations, approval shall comply with Utah Code Ann. §§ 10-20-508(2)(a)(iii) and 10-20-502, including applicable notice, public hearing, and Planning Commission review and recommendation requirements. The expressly approved departures shall apply only to the Property and Project. Matters not specifically addressed by this Agreement remain subject to applicable law and land use regulations.

D. Subsequently Adopted Requirements. Except as expressly provided in this Agreement or permitted by applicable Utah law, subsequently adopted City land use regulations shall not alter the vested development standards governing the approved Project during the term of this Agreement. Applicable state and federal laws, and building, fire, and other construction codes, shall apply according to their legally prescribed effective dates and applicability requirements. Requirements governing ongoing property maintenance, nuisance abatement, utility service, and public health and safety shall apply to the extent authorized by law. City fees shall be governed by the Fees and Exactions section of this Agreement and applicable law. Administrative procedures may be updated as permitted by law, but procedural changes shall not be used to impose substantive development requirements inconsistent with protected vested rights. Developer may elect in writing to comply with a subsequently adopted development standard, subject to any necessary amendment or approval.

E. Reserved Legislative Powers. Nothing in this Agreement limits the City's authority to enact land use regulations or take actions authorized by Utah Code Ann. § 10-8-84, as reserved by Utah Code Ann. § 10-20-508(2)(a)(i). The application of subsequently adopted regulations or other governmental actions to the Project shall remain subject to Developer's protected vested rights and the exceptions recognized by Utah Code Ann. § 10-20-902 and applicable Utah common law, including the compelling, countervailing public interest exception. Any reliance on that exception shall be supported by findings and procedures required by applicable law. The City shall provide any notice and opportunity to be heard required by law. This Agreement does not restrict lawful emergency action or establish additional prerequisites to the exercise of authority that the City cannot lawfully limit by contract.

3. DEVELOPMENT OF THE PROJECT

A. Approved Maximum Residential Units. The maximum residential units in the Project shall be twenty-six (26) attached residential dwelling units ("RDU"), commonly known as townhomes, with a development density of 20.63 units per acre. Additional allowed uses include usable privately owned open space, recreation facilities, such as a pavilion or barbeque area, or other uses which provide a service only for the residents of the Project.

B. Developer's Election to Proceed. Developer is not obligated to commence construction of the Project. However, Developer's election to delay, discontinue, or omit construction shall not relieve Developer of obligations incurred through subdivision plat recordation, commencement of development activity, sale of a lot or dwelling, or implementation of an approval. Developer shall complete the Project by the applicable completion deadlines, including facilities necessary to serve completed or occupied portions of the Project. Any proposal to omit an approved improvement or amenity shall require approval through the applicable amendment procedures. If work is discontinued, Developer shall secure and stabilize the site, maintain safe access and drainage, and correct conditions requiring action under applicable law.

C. Order of Development. The Project shall be developed as a single phase unless a different phasing plan is approved through the applicable land use and Agreement amendment procedures. Before subdivision plat recordation or commencement of development activity, Developer shall obtain all required approvals and complete or secure required improvements as authorized by Utah law and the Approved Site Plans. Building permits may be issued when applicable land use approvals, building and fire code requirements, and lawful completion-assurance requirements have been satisfied. Before occupancy of any dwelling, the dwelling shall have operational utility services, approved emergency access, and all other improvements required for its safe and lawful occupancy. Required common amenities shall be completed before the first certificate of occupancy unless their deferral is expressly approved and secured in accordance with Riverdale Code Chapter 10-22 and applicable law. Remaining improvements shall be completed by the deadlines established in the Approved Site Plan, this Agreement, and the Financial Guarantee Agreement. No permit or certificate shall be withheld solely for incomplete improvements where withholding is prohibited by Utah law.

D. Maintenance of Open Space. All open space shall be privately owned and maintained by an entity other than the City and shall be maintained consistent with City standards as updated from time-to-time in the City's Future Laws. For purposes of this Section 3.D, "an entity other than the City" may include, but need not be, a master homeowners association, a neighborhood homeowners association, or other private entity or corporation.

E. Issuance of Permits. Developer shall have the sole responsibility for obtaining and/or seeing that all necessary permits are obtained and shall make application for such permits directly to the Riverdale City Community Development Department and other appropriate departments and agencies. Developer shall timely submit and, prior to the date scheduled for construction, obtain building permit(s), and engineering permits as required, and thereafter diligently prosecute such work as is authorized in such permits. Failure to timely file and to diligently pursue the issuance of all permits shall be a breach of this Agreement and grounds for termination of this Agreement at the option of the City and the exercise of the remedies contained herein.

F. Term. This Agreement shall become effective upon execution by both Parties or the approval of the City Council, whichever occurs later. The contractual right to undertake new development under this Agreement shall continue for two (2) years from the Effective Date unless extended through a written amendment approved by the City Council. This term does not extend the expiration date of any separate land use approval or permit. Completion of public improvements alone shall not terminate this Agreement. Expiration shall not extinguish accrued obligations, outstanding completion requirements, warranty obligations, or enforcement rights, nor shall it independently revoke a valid approval or permit or eliminate rights protected by Utah law.

G. Continuing Obligations. The use restrictions, density limits, approved architectural and site requirements, open-space protections, easements, HOA obligations, maintenance requirements, and reserve-funding obligations established by this Agreement shall survive expiration and bind the Property and applicable successors as provided in the recorded instruments and Utah law. Developer's outstanding construction, correction, warranty, and financial obligations shall continue until fulfilled or expressly released in writing by the City through applicable procedures. The separate Financial Guarantee Agreement, Public Water Supply Agreement, and long-term stormwater maintenance agreement shall remain effective according to their respective terms. Transfer of ownership shall not release Developer from an

accrued obligation unless the City expressly approves that release in writing.

H. Homeowner's Association/CC&R's. Developer shall, prior to the recordation of the final subdivision plat, establish a Homeowners Association ("**HOA**") to own, manage, and maintain all common areas, private roads, landscaping, open space, utilities, and amenities within the Project in accordance with this Agreement and applicable City ordinances. The HOA shall be organized as a nonprofit corporation under the laws of the State of Utah and shall be registered with the State of Utah and Riverdale City prior to recordation of the final plat.

The HOA's Covenants, Conditions, and Restrictions ("**CC&Rs**"), and any bylaws or governing documents, shall be subject to review and written approval by the City Attorney and the Community Development Director prior to recordation, to ensure compliance with the City's requirements, maintenance standards, and the provisions of this Agreement. The CC&Rs shall provide that the HOA is responsible for the perpetual maintenance of all common areas and private improvements and that such maintenance shall be performed by an independent qualified contractor or property maintenance company, that membership in the HOA is mandatory for all property owners, and that the HOA shall have the power to assess and collect dues sufficient to meet its obligations.

Developer shall file proof of registration of the HOA with the State of Utah and Riverdale City within thirty (30) days of incorporation and shall maintain such registration in good standing with annual renewals thereafter. The HOA shall not be dissolved or materially altered without the prior written consent of the City. The City shall have the right to review the HOA's annual registration status and governing documents to ensure continued Compliance with this Agreement and applicable law.

I. Maintenance Reserves and Private Infrastructure. Before conveyance of any lot or dwelling unit to a purchaser, Developer shall establish and fund separate HOA reserve accounts for private streets and privately owned water, sanitary sewer, and storm drainage facilities serving the Project. Initial funding amounts and continuing contribution schedules shall be based on a reserve study prepared by a qualified professional or an engineer's estimate acceptable to the City Engineer and Public Works Director, identifying the facilities, their condition and anticipated useful lives, projected maintenance and replacement costs, and the funding necessary to meet those obligations. Developer shall submit the study or estimate and provide evidence of the required initial deposits to the City before the first conveyance. The CC&Rs shall require the HOA to maintain the reserves, collect assessments sufficient to fund the approved contribution schedules, review reserve adequacy annually, and update the study or estimate at least every three years. Reserve funds shall be used only for the maintenance, repair, and replacement of the facilities for which they were established. Developer shall convey the common facilities to the HOA, clearly identify ownership and maintenance responsibilities in the recorded plat and CC&Rs, provide required utility and emergency-access easements, and execute and record a City-approved long-term stormwater maintenance agreement. The HOA shall maintain a current contract with a qualified contractor for emergency repairs to private streets and utility systems connected to City infrastructure and provide a copy to the City annually. Before each initial or subsequent sale, the seller shall provide the purchaser with a City-approved written disclosure identifying the privately maintained facilities and the purchaser's responsibility for assessments and replacement costs and obtain the purchaser's written acknowledgment. The HOA shall perform applicable backflow-device and private fire-hydrant inspections and testing and maintain the required records. These obligations shall survive completion of construction and expiration of this Agreement and shall not transfer ownership or maintenance responsibility to the City.

4. DEVELOPMENT STANDARDS AND GUIDELINES

A. Adoption of Development Standards. The City hereby adopts, as the development standards and guidelines for the Project (the “**Development Standards**”), the following in addition to all other applicable portions of the City Code and the adopted *Construction and Development Standards - Technical Specifications and Drawings* (2026):

a. *Approved Site Plan*. The approved site plan (the “**Approved Site Plan**”) for the Project, attached hereto and incorporated herein by this reference as Exhibit C – The Approved Site Plan, has been formally submitted and has received approval by the City and includes the following parameters: (a) Open Space (as defined herein) – approximately 12,415 square feet; (b) lot size – between 694 square feet and 896 square feet; and (c) a final subdivision plat depicting the lot sizes and overall Project layout of the Site Plan as shown in Exhibit C.

b. *Streets*. All streets, drives, and access ways within the Project that are not expressly dedicated to the City shall be deemed private streets and shall remain the property and maintenance responsibility of the Developer or HOA in perpetuity. Developer shall clearly identify all private streets on the final Project plat, and such designation shall be recorded with the plat and referenced in the HOA’s CC&Rs.

The HOA shall be responsible for all maintenance, repair, resurfacing, snow removal, lighting, signage, and drainage associated with the private streets, in accordance with City standards. The City shall have no obligation to maintain, repair, or reconstruct any private street within the Project. The HOA shall grant the City, its agents, and emergency service providers a perpetual non-exclusive easement for ingress, egress, and the provision of municipal and emergency services.

Except as provided for herein, the Developer shall construct all private streets to City design and structural standards to ensure adequate public safety access and long-term durability. Privately owned streets, drives, and access ways shall have a minimum width of 26’, measured from face of curb to face of curb. No private street shall be gated or restricted in a manner that limits emergency or municipal access without prior written approval of the City. The HOA shall not amend or dissolve the private-street maintenance obligations without prior written consent of the City.

c. *Setbacks*. The following requirements for the Project shall apply in lieu of standard requirements of the R-5 zoning district:

- (i) Minimum Lot Width: 21 feet
- (ii) Minimum Front Yard Setback: 7 feet
- (iii) Minimum Side Yard Setback: 6 feet (between buildings)
- (iv) Minimum Rear Yard Setback: 17 feet
- (v) Maximum Building Height: 33 feet
- (vi) Open Space Requirement: At least 20 percent of lot area

d. *Landscape Plan/Maintenance*. Developer shall install all public and private landscaping, irrigation systems, and open-space improvements shown on the approved Site Plan prior to issuance of any certificate of occupancy for the Project, unless otherwise approved in writing by the City. All landscaped areas, open spaces, park strips, and common areas shall be owned, operated, and maintained by the HOA in accordance with the approved plans and City standards.

The HOA shall maintain all landscaped areas in a healthy and orderly condition, including mowing, irrigation, tree replacement, weed control, and repair of irrigation systems. Landscaping may

be irrigated using secondary or pressurized irrigation water where culinary water is unavailable and shall comply with the City's water conservation and landscape design standards. Failure to maintain landscaping or irrigation systems shall constitute a default under this Agreement and may result in City enforcement action, including correction and cost recovery as authorized by ordinance.

e. *Screening.* Developer shall provide screening, buffering, and fencing consistent with the approved Site Plan to protect adjacent residential and nonresidential uses. Screening shall include a combination of decorative fencing consisting of vinyl, iron, or wood, walls, landscaping, and berming sufficient to soften visual impacts, reduce noise, and maintain neighborhood compatibility. All refuse containers, utility meters, loading areas, mechanical equipment, and parking areas visible from public streets or adjoining properties shall be screened from public view using materials and heights approved by the City. Fences or walls shall not exceed maximum heights allowed by City Code and shall maintain required sight-distance triangles. The HOA shall maintain all required screening and fencing in good repair and appearance. Any modification to screening materials or layout shall require prior written approval by the City's Community Development Director.

f. *Garbage Container Storage and Collection.* All garbage and recycling containers serving individual dwelling units shall be stored entirely within the unit's enclosed garage at all times, except when temporarily placed at an approved collection location for scheduled pickup. Containers may be placed outside no earlier than the evening preceding scheduled collection and shall be returned to the garage by the end of the collection day. Containers shall not otherwise be stored on driveways, porches, patios, landscaped areas, private streets, or common areas. Garage storage shall accommodate the containers without obstructing required parking spaces or access.

Before approval of final construction plans, Developer shall coordinate with the City's Public Works Director and the proposed collection provider to establish a City-approved public or private garbage and recycling collection service and collection location or locations. The collection plan shall address container placement, collection vehicle access and maneuvering, service frequency, and responsibility for moving and returning containers. Collection arrangements shall not obstruct sidewalks, required parking, fire lanes, emergency access, or sight-distance areas. Approved collection service shall be operational before occupancy of any dwelling.

Developer shall incorporate these requirements into the recorded CC&Rs. The HOA shall administer and enforce the storage restrictions and maintain the approved collection arrangements. These obligations shall survive completion of construction and expiration of this Agreement.

Screening or enclosing an outdoor area shall not authorize outdoor storage of individual dwelling garbage or recycling containers otherwise required to be stored within garages.

g. *Parking.* Developer shall provide fifty-nine (59) approved off-street parking spaces, consisting of two (2) spaces assigned to each of the twenty-six (26) dwelling units and seven (7) common guest spaces, as shown on the approved Site Plan. Assigned and guest spaces shall satisfy applicable dimensions, access, proximity, accessibility, and other requirements of the Approved Site Plan. Guest spaces shall remain available for guest parking and shall not be assigned exclusively to individual units. The HOA shall maintain common parking areas, pavement, striping, signs, lighting, and snow removal and shall enforce restrictions against parking in fire lanes, access aisles, sidewalks, landscaped areas, and other undesignated common areas. Required parking spaces shall remain available for parking and shall not be converted to another use without required City approval. Parking on public streets shall be governed by applicable City traffic and parking regulations. Changes to parking counts, assignments, locations, or access shall follow the applicable amendment procedures.

h. *Project Enhancements/Amenities.* The Project shall include project enhancements and resident amenities designed to promote quality of life, aesthetic value, and community character consistent with the City's General Plan and PD standards. Developer shall install and complete all amenities as shown on the Site Plan within the first phase of development and prior to the issuance of the final certificate of occupancy for the last building in the Project, unless otherwise approved in writing by the City. Amenities shall include, at a minimum, usable open space, pedestrian pathways, landscaped gathering areas, and recreational features such as pavilions, barbeque areas, or similar facilities as approved by the City. All enhancements and amenities shall be constructed to commercial-grade standards and maintained by the HOA in perpetuity. The HOA shall ensure that all common areas and amenities are kept in good repair, safe condition, and available for use by residents of the Project. The HOA shall not remove, replace, or materially alter any amenity without prior written approval from the City's Community Development Director. Failure to maintain amenities or open space shall constitute a default under this Agreement and may result in City enforcement, correction, and cost recovery pursuant to applicable law.

i. *Architectural Design Standards.* All townhome buildings within the Project shall be constructed in accordance with the approved architectural plans and elevations on file with the City and shall reflect a cohesive architectural theme that complements the surrounding neighborhood and enhances community character. Townhome design shall include a variety of rooflines, façade articulation, and exterior materials to avoid repetition and provide visual interest. Acceptable primary exterior finishes include brick, stone, fiber cement siding, composite siding, architectural metal, hardwood accents (posts and columns), or other high-quality materials approved by the City. Secondary finishes included stucco or EIFS. Vinyl siding and corrugated metal are prohibited.

Each building shall incorporate distinct architectural detailing, such as window trim, front porches or stoops, and covered entries. Preferred architectural styles include industrial modern, prairie, craftsman, Victorian, and farmhouse design elements. Roof colors and materials shall be consistent throughout the project, but pitches may vary. All visible façades shall receive equivalent architectural treatment. Garages shall be accessed in the rear of the building where possible and recessed or integrated to reduce visual dominance along streetscapes.

Architectural design standards shall be binding on all successors in ownership, and no material modification of the approved architectural plans shall occur without prior written approval by the City's Community Development Director or designee.

j. *Improvement Plan.* As part of the subdivision plat or Site Plan, Developer shall prepare and submit to the City a detailed Improvement Plan for review and approval by the City Engineer, Public Works Director, and Community Development Director and the City's adopted public improvement standards ("**Improvement Plan**"). The Improvement Plan shall include, at a minimum, the design, location, and specifications for all public and private improvements required to serve the Projects, including streets, drive aisles, curb and gutter, sidewalks, storm drainage, culinary and secondary water systems, sanitary sewer, street lighting, traffic control devices, and any other infrastructure elements necessary to provide adequate access and public safety. All improvements shall be designed and constructed in accordance with the City's engineering standards, the approved construction drawings, and the conditions of Project and Site Plan approval. Developer shall be responsible for coordinating utility installation and avoiding conflicts with existing facilities.

Before authorization for subdivision plat recordation, Developer shall obtain approval of the final Improvement Plan and satisfy applicable completion or completion-assurance requirements, as set forth herein. Permit issuance, occupancy, and completion deadlines shall be governed by the Order

of Development subsection of this Agreement and applicable Utah law.

Developer shall correct deficiencies identified through City inspections and shall warrant completed improvements for the applicable improvement warranty period established by Utah law. Required completion assurance, warranty security, inspections, acceptance, and releases shall comply with Utah Code Ann. §§ 10-20-807 and 10-20-905 and the separately executed Financial Guarantee Agreement. Completion assurance shall secure unfinished or unaccepted work; warranty security shall secure correction of defects following acceptance. Security shall be reduced or released as required by applicable law, and the same obligation shall not be secured twice. Any additional security required for privately owned utilities under Chapter 10-22 shall be separately identified in the approved security schedule, including its purpose, amount, duration, and release conditions, and shall be required only to the extent authorized by Utah law. Acceptance or inspection of privately owned improvements shall not constitute acceptance of ownership or maintenance responsibility by the City. HOA maintenance reserves are separate from Developer's completion assurance and warranty security and shall remain available for their intended purposes.

k. *Improvement Completion Assurance.* Prior to the issuance of any building permit or commencement of construction activities, Developer shall provide to the City an improvement completion assurance ("**Assurance**") to ensure the satisfactory completion of all required public and site improvements identified in the approved Improvement Plans, including but not limited to streets, curbs, gutters, sidewalks, storm drainage, utilities, landscaping, lighting, and other improvements required under this Agreement or City ordinances.

(i) *Form of Guarantee:* The Assurance shall be in a form acceptable to the City and consistent with Utah Code Ann. §10-20-807, and may consist of one or more of the following:

- a. A performance bond issued by a surety authorized to do business in Utah;
- b. An irrevocable letter of credit from a financial institution acceptable to the City;
- c. An escrow agreement with a federally insured financial institution; or
- d. Completion of all required public landscaping improvements or infrastructure improvements prior to any vertical development activity or the recordation of the Project plat

(ii) The City shall not require an Assurance for infrastructure improvements that are private and not essential or required to meet the building code, fire code, flood or storm water management provisions, street and access requirements, or other essential necessary public safety improvements in the City's Vested Laws.

5. FEES AND EXACTIONS

A. Fees. Developer shall pay lawful application, review, permit, inspection, impact, connection, and service fees applicable to the Project. Each fee shall be assessed under applicable Utah law, the legally applicable adopted fee schedule, and any express fee provision of this Agreement. Inclusion of development standards in the Vested Laws does not independently freeze fee amounts. Fees shall become due at the stage prescribed by the applicable law or fee schedule, rather

than becoming due for the entire Project upon issuance of its first building permit. Water-related obligations governed by the Public Water Supply Agreement, described below, shall be administered under that agreement. The City may withhold a permit, inspection, service connection, or certificate for unpaid fees only to the extent authorized by law. Penalties and interest shall apply only where lawfully authorized.

B. Water Exaction. Developer and the City shall execute a separate Public Water Supply Agreement for the Project, which shall be recorded against the Property in the Office of the Weber County Recorder. That agreement is incorporated herein by reference solely with respect to the water-supply and water-transfer matters it governs. The Parties' obligations concerning required water, applicable credits, conveyance, payment, and performance deadlines shall be governed by the Public Water Supply Agreement, without duplication in this Agreement. In the event of an inconsistency concerning those matters, the Public Water Supply Agreement shall control, subject to applicable law. Compliance with that agreement is an obligation under this Agreement, and expiration of this Agreement shall not terminate or modify the Public Water Supply Agreement. Upon recordation, its recording information shall be maintained in the City's Project file.

6. **SUCCESSORS AND ASSIGNS**

A. Assignability and Transfers. Assignment of Developer's development rights or performance obligations shall require prior written City Council consent, which shall not be unreasonably withheld, conditioned, or delayed, and a written assumption by the assignee of the applicable obligations. A transfer to a related entity or joint venture shall remain subject to these requirements if it transfers development rights or responsibility for performance. Sale of an individual completed dwelling or approved residential lot, and financing secured by the Property, shall not alone constitute an assignment requiring Council consent; however, applicable recorded restrictions and maintenance obligations shall remain binding. Before transferring common property or maintenance responsibility to the HOA, Developer shall obtain the HOA's written assumption of its obligations through a recorded declaration, joinder, or other City-approved instrument. No assignment or transfer shall release Developer from accrued obligations or obligations not expressly assumed and released by the City in writing.

B. Other Transactions. Any Party's transfer of all or any part of the Property to any entity "related" to such Party (as defined by regulations of the Internal Revenue Service), any Party's entry into a joint venture for the development of all or any part of the Property, the selling or conveying of lots in the Project or any Party's pledging of part or all of the Property as security for financing shall also not be deemed to be an "assignment" subject to the above referenced approval by the Council unless specifically designated as such by such assigning Party.

7. **DEFAULT**

A. Default and Cure. A Party claiming a material default shall give written notice identifying the obligation breached, the facts supporting the claim, and the corrective action required. The defaulting Party shall have thirty (30) calendar days after receipt to cure. If cure reasonably requires additional time, the defaulting Party shall commence corrective action within that period and diligently complete it under a reasonable written schedule approved by the nondefaulting Party. This cure procedure shall not extend a separately established completion deadline without written approval, alter the notice or draw requirements of a separate security instrument, or restrict emergency action or enforcement authorized by law.

B. Dispute Resolution. Upon either Party's timely written request, the Parties shall meet within twenty-one (21) calendar days to attempt resolution. If unresolved, they shall submit the dispute to nonbinding mediation before pursuing contractual remedies. Unless expressly agreed in writing, discussions or mediation shall not stay performance obligations, suspend lawful enforcement, or toll statutory appeal or filing deadlines. Either Party may seek immediate judicial relief where necessary to preserve rights or prevent injury

8. PROVISIONS

A. Recordation. This Agreement shall be recorded with the Weber County Recorder's Office in the chains of title for the Property.

B. Notices. All Notices, filings, consents, approvals, and other communication provided for herein or given in connection herewith shall be validly given, filed, made, delivered or served if in writing and delivered personally, electronically, or sent by registered or certified U.S. Postal Service mail, return receipt requested, postage prepaid to the addresses listed below each Party's signature below or to such other addresses as either Party may from time to time designate in writing and deliver in like manner ("**Notice**"). Any such change of address shall be given at least ten days before the date on which the change is to become effective.

C. Authority and Ownership. Each Party represents that it has authority to execute this Agreement and that its signatory is authorized to bind it. Developer shall provide evidence of its legal existence, signing authority, and ownership or authority to develop the Property acceptable to the City Attorney. Each record owner whose interest is subject to this Agreement shall execute the Agreement or a City-approved consent or joinder. Developer shall obtain any additional consent, joinder, or subordination reasonably necessary to make the agreed restrictions, easements, and obligations effective against the interests intended to be bound. No representation in this Agreement shall substitute for execution by a person whose consent is legally required.

D. Entire Agreement. This Agreement, together with the Exhibits attached hereto, documents referenced herein, and all regulatory approvals given by City for the Property contain the entire Agreement of the Parties with respect to the subject matter hereof and supersede any prior promises, representations, warranties, inducements, or understandings between the Parties which are not contained in such Agreements, regulatory approvals, and related conditions.

E. Amendments and Administrative Implementation. An amendment to this Agreement shall require a written instrument executed by the affected Parties or their authorized successors, approved by the City Council, and recorded against the Property. Any amendment authorizing development otherwise prohibited by applicable land use regulations shall follow the procedures required by Utah Code Ann. §§ 10-20-508 and 10-20-502. Changes to an approved subdivision plat, Site Plan, architectural plan, or phasing plan shall also obtain the approvals required by Chapter 10-22, other applicable City ordinances, and Utah law. Staff may approve implementation details or minor plan corrections only where expressly authorized by the governing ordinances and only when the change does not alter an obligation of this Agreement or an approved condition. Staff approval shall not waive required improvements, reduce required reserves or security, increase approved density, or substitute for approval by the designated land use authority. Where a proposed change affects both this Agreement and an approved plan, both approval procedures shall be completed.

F. Severability. If any of the provisions of this Agreement are declared void or unenforceable, such provision shall be severed from this Agreement. This Agreement shall otherwise remain in full force and effect provided the fundamental purpose of this Agreement and Developer's

ability to complete the development of the Project as set forth herein is not defeated by such severance.

G. Governing Law. The laws of the State of Utah shall govern the interpretation and enforcement of this Agreement. The Parties shall agree that the venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Weber County, Utah. The Parties hereby expressly waive any right to object to such choice of law or venue.

H. Remedies. If any Party breaches any provision of this Agreement, the non-defaulting Party shall be entitled to all remedies available both at law and in equity.

I. Attorney's Fees and Costs. If any Party brings legal action either because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and court costs.

J. Binding Effect. The benefits and burdens of this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, legal representatives, successors in interest and assigns. This Agreement shall be incorporated by reference in any instrument purporting to convey an interest in the Property.

SIGNATURES ON FOLLOWING PA

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed, on and as of the day and year first written above.

CITY: Riverdale City,
a Utah Municipal Corporation

By: _____
Braden Mitchell, Mayor

ATTEST:

City Recorder

Mail Notices to:

Riverdale City
Attn: Brandon Cooper
4600 S. Weber River Driv
Riverdale, Utah 84405
bcooper@riverdaleutah.gov
801.394.5541

DEVELOPER: KMM PERMIAN, LLC
a Utah limited liability company

By: _____

Its: _____

Mail Notices to:

PO BOX 17397

Holladay ut 84117

STATE OF UTAH)
 :SS
COUNTY OF WEBER)

On this _____ day of _____, 2026, personally appeared before me, _____, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn (or affirmed), did say that he is the _____, a Utah limited liability company, and that the foregoing document was signed by him in behalf of said _____, and that said _____ executed the same.

Notary Public

STATE OF UTAH)
 :SS
COUNTY OF WEBER)

Exhibit A

The Property

Exhibit B

The Project

Exhibit C

The Site Plan



Body: City Council
Topic: **Riverside Flats Planned Development Site Plan**

Department: **Community Development**
Director: Brandon Cooper
Staff/Presenter: Brandon Cooper
Contact: bcooper@riverdaleutah.gov

ITEM TYPE

- ☒ Action Item
- ☐ Public Hearing
- ☐ Discussion Item
- ☐ Information Item
- ☐ Other _____

EXECUTIVE SUMMARY

FZD Riverside Flats, LLC, represented by Brent Malili of Forza Commercial, proposes a 26-unit townhome subdivision and site plan at approximately 690 West 4400 South, east of 700 West and north of 4400 South. The proposal includes six (6) three-story buildings, individual townhome lots, shared private access, landscaped common areas, and a roadway dedication along 4400 South. It is zoned R-5 – Multiple Family Residential.

The submitted plat, titled Riverside Flats Townhomes P.D., contains 55,092 square feet, or 1.26 acres, including 26 lots, common area, and road dedication. The civil plans identify four (4) four-unit buildings and two (2) five-unit buildings, comprising seventeen (17) two-bedroom units and nine (9) three-bedroom units. Each unit is shown with a two-car garage.

This application falls under Riverdale City Code Title 10, Chapter 22, Planned Development. The development will be governed by a development agreement approved by the City Council establishing the approved development plan, project-specific standards, conditions, and obligations.

REQUESTED TIMELINE

Planning Commission Meeting – October 13, 2026 - TABLED
City Council Meeting – October 20, 2026 – REMOVED FROM AGENDA
Planning Commission PUBLIC HEARING – October 27, 2026
City Council Meeting – November 4, 2026

PLAN REVIEW

The application is being processed under **Riverdale City Code Title 10, Chapter 22**, Planned Development. A development agreement approved by the City Council will govern implementation of the approved site plan, including project-specific standards, conditions of approval, required improvements, and ongoing obligations. The proposal is also subject to applicable provisions of **Chapter 21 Subdivisions, Chapter 25 Development in All Zones, Chapter 14 Regulations Applicable to All Zones, Chapter 15 Parking and Access, Chapter 28**



Residential Landscaping, and the underlying zone of R-5, except as lawfully modified through the Planned Development approval.

Planned Development/Zoning Considerations. The City Council is the designated land use authority for final site plan applications. Accordingly, the Planning Commission met on October 13, 2026, and, after review and discussion, voted to **table** action on both the subdivision approval and the recommendation on the site plan application to allow for more discussion regarding the regulation of Section 10-22 and the details of the proposed CC&R's and the required development agreement.

Additionally, although the approximately 1.26-acre site is smaller than the three-acre minimum for residential Planned Developments under Section 10-22(2)(c)1, subsection (2)(c)3 expressly authorizes the Planning Commission, acting as the Administrative Land Use Authority, to waive the minimum acreage requirement for sites demonstrating exceptional urban design, connectivity, or redevelopment merit. Staff recommended this waiver based on:

- The project's conversion of a vacant lot into housing within an established developed area;
- Its reduction from the previously approved 45 apartments to 26 townhomes, representing 19 fewer units and an approximately 42 percent reduction in unit count;
- And its coordinated site design incorporating individual garages, shared internal circulation, pedestrian connections, landscaped common areas, recreational amenities, and perimeter screening.

These features support the finding of exceptional redevelopment merit by providing a productive use of an underutilized property, expanding housing options, and improving compatibility with surrounding development. The approved site plan, project-specific standards, and ongoing maintenance obligations will be secured through a development agreement approved by the City Council. The acreage waiver addresses minimum site area only; the project must also be located within an eligible underlying zone under subsection (2)(b).

Access and circulation. The civil site plan shows primary access from 4400 S and a gated emergency connection to 700 W, a fire-truck hammerhead turnaround, and no-parking areas along 4400 S.

Parking. Sheet *C1.01* lists fifty-two (52) garage spaces, seven (7) visitor spaces including one accessible space, for fifty-nine (59) spaces overall. Riverdale City code 10-15-2(A) requires two (2) parking spaces per dwelling. The proposed project exceeds that requirement by adding 7 visitor stalls and providing 18'x18' driveways on fourteen (14) of the twenty-six (26) units.

Landscaping and amenities. The plans show perimeter planting, lawn, shrubs, ornamental grasses, trees, irrigation, a gazebo or covered picnic area, barbecue facilities, benches, and

cedar fencing along the north and east boundaries. The landscape plan lists 6,512 square feet of lawn and 4,742 square feet of hardscape within its stated open-space area.

Drainage and utilities. The civil plans show underground stormwater chambers, water-quality treatment, an outlet-control structure, individual water services, and sanitary sewer improvements. The chamber system lists a design volume of 4,756 cubic feet. Final engineering review is required to resolve minor outstanding storm drain comments.

PROPOSED SITE PLAN





Riverdale

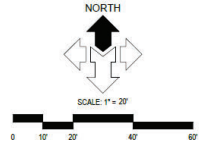
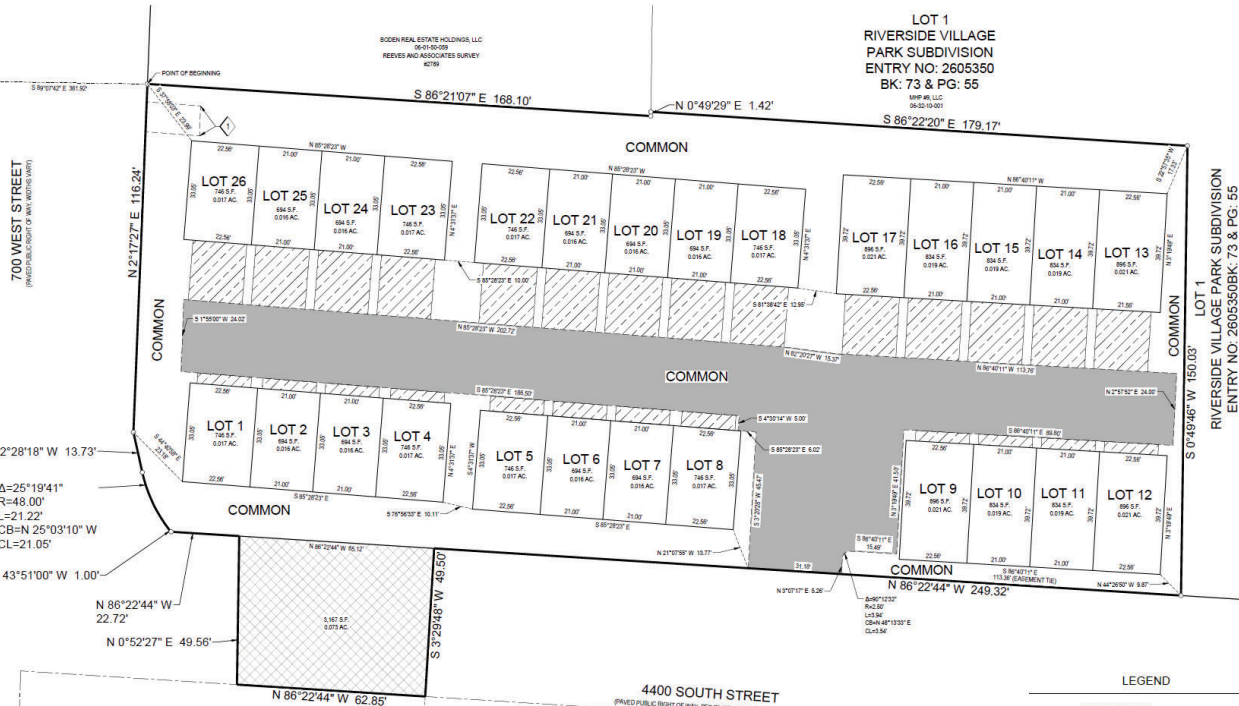
UTAH

TRANSMITTAL

PROPOSED SUBDIVISION (for reference only)

RIVERSIDE FLATS TOWNHOMES P.U.D.

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 7,
TOWNSHIP 5 NORTH, RANGE 1 WEST, S.L.B. & M.
RIVERDALE CITY, UTAH



$\Delta = 25^{\circ}19'41''$
 $R = 48.00'$
 $L = 21.22'$
 $CB = N 25^{\circ}03'10'' W$
 $CL = 21.05'$

$N 43^{\circ}51'00'' W 1.00'$

$N 86^{\circ}22'44'' W 22.72'$

$N 0^{\circ}52'27'' E 49.56'$

$N 86^{\circ}22'44'' W 62.85'$

$S 3^{\circ}29'48'' W 49.50'$

$S 86^{\circ}21'07'' E 168.10'$

$N 0^{\circ}49'29'' E 1.42'$

$S 86^{\circ}22'20'' E 179.17'$

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NOTES

1. THE COMMON AREA SERVES AS A PUBLIC UTILITY AND DRAINAGE EASEMENT DEDICATED FOR RECREATION OF THIS PLAT.

PRIVATE DRIVEWAY FOR ACCESS/EGRESS EASEMENT AND EMERGENCY ACCESS, DEDICATED FOR RECREATION OF THIS PLAT.

NARRATIVE

THE BASIS OF BEARINGS FOR THIS SURVEY IS SOUTH 89°00'00" EAST ALONG THE SECTION LINE BETWEEN THE WEST QUARTER CORNER AND THE CENTER OF SECTION 7, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. THE NORTH PROPERTY LINES WERE DETERMINED ACCORDING TO A REVERSE AND ASSOCIATED SURVEY (278) AND RIVERSIDE PARK VILLAGE SUBDIVISION. THE EAST PROPERTY LINE WAS DETERMINED ACCORDING TO RIVERSIDE PARK VILLAGE SUBDIVISION. THE SOUTHERLY PROPERTY LINES WERE DETERMINED AT THE NORTHERLY RIGHT OF WAY LINE OF 4400 SOUTH STREET. THE WEST PROPERTY LINES WERE DETERMINED AT THE EAST RIGHT OF WAY LINE OF 700 WEST STREET.

EASEMENTS

EASEMENT IN FAVOR OF GRIEST CORPORATION, A COLORADO CORPORATION, RECORDED JULY 3, 2001 AS ENTRY NO. 1708718 BOOK 2101 AT PAGE 84 OF OFFICIAL RECORDS.

LEGEND

- SUBDIVISION BOUNDARY
- SECTION LINE
- MONUMENT LINE/CENTER LINE OF ROAD
- LOT LINE
- ADJOINING PROPERTY LINE
- EASEMENT LINE
- SUBDIVISION BOUNDARY CORNER, COPPER PLUG OR IRON NAIL & CAP OR NAIL & WASHER STAMPED "MCNEIL ENG"
- EXISTING FIRE HYDRANT
- AREA DEDICATED TO RIVERDALE CITY FOR ROADWAY
- DRIVEWAYS (LIMITED COMMON AREA)
- COMMON AREA

SHEET
1
OF
1

CITY COUNCIL

THIS IS TO CERTIFY THAT THIS SUBDIVISION PLAT, THE DEDICATION OF STREETS AND OTHER PUBLIC WAYS AND FINANCIAL GUARANTEE OF PUBLIC IMPROVEMENTS ASSOCIATED WITH THIS SUBDIVISION THEREFORE ARE HEREBY APPROVED AND ACCEPTED BY THE CITY COUNCIL OF RIVERDALE CITY, UTAH.

MAYOR RIVERDALE CITY

CITY RECORDER

CITY ENGINEER'S CERTIFICATE

I HEREBY CERTIFY THAT THE OFFICE OF THE CITY ENGINEER HAS EXAMINED THE FOREGOING PLAT AND IN OUR OPINION THE INFORMATION CONTAINED HEREIN, COMPLIES WITH THE PUBLIC WORKS STANDARDS AND SPECIFICATIONS OF RIVERDALE CITY.

DATE: CITY ENGINEER

DEVELOPER & OWNER

FZD RIVERSIDE FLATS, LLC
2190 S. 1300 E. #240
SALT LAKE CITY, UT 84106
801-918-5123
fzdriversideflats.com

PLANNING COMMISSION

APPROVED THIS DAY OF A.D. 2025

BY THE RIVERDALE CITY PLANNING COMMISSION

CHAIRMAN, CITY PLANNING COM.

CITY ATTORNEY

APPROVED BY THE RIVERDALE CITY ATTORNEY ON THE DAY OF

A.D. 2025

CITY ATTORNEY

PREPARED BY
McNEIL ENGINEERING™
Estimates and Sustainable Design. Professional You Know and Trust.
8410 South Sandy Parkway, Suite 200, Sandy, Utah 84070 801.383.7788 www.mcneilengineering.com
Civil Engineering • Consulting & Landscape Architecture
Structural Engineering • Land Surveying & HDG



POTENTIAL ACTIONS

Pursuant to *Utah Code Title 10, Chapter 20*, the Planning Commission serves in an advisory capacity for the site plan and acts as the land use authority with final approval authority for the preliminary subdivision plat. On October 27, 2026, the Planning Commission voted to **APPROVE** the subdivision plat and voted to forward a POSITIVE recommendation to the City Council on the site plan application to allow for more discussion regarding the regulation of Section 10-22 and the details of the proposed CC&R's and the required development agreement.

For the Planned Development site plan and development agreement, the City Council, following discussion and review, shall

- make a motion to **APPROVE WITH CONDITIONS**, the proposed Final Site Plan subject to the conditions found in the Staff Report ;
- make a motion to **APPROVE WITH MODIFICATIONS** the proposed Final Site Plan; or
- make a motion to **DENY**, supported by findings of fact; or
- make a motion to **TABLE** to a future date, with a request for more information

STAFF CONCLUSION

Staff **recommends APPROVAL** of the proposed site plan and development agreement.

Attachments

Staff Report
Final Site Plan
Draft Development Agreement
Draft CC&R's



Body:	Planning Commission
Date:	13 October 2026
Requested Action:	Riverside Flats Townhomes P.D. 690 West 4400 South, Riverdale, Utah Preliminary Subdivision Plat & Final Site Plan (Planned Development)
Petitioner/Applicant:	FZD Riverside Flats, LLC 2180 South 1300 East, Suite 240 Salt Lake City, Utah 84106 Engineer: McNeil Engineering
Department:	Community Development
Director:	Brandon Cooper
Staff/Presenter:	Brandon Cooper
Contact:	bcooper@riverdaleutah.gov

DESCRIPTION OF REQUEST

FZD Riverside Flats, LLC, represented by Brent Malili of Forza Commercial, proposes a 26-unit townhome subdivision and site plan at approximately 690 West 4400 South, east of 700 West and north of 4400 South. The proposal includes six (6) three-story buildings, individual townhome lots, shared private access, landscaped common areas, and a roadway dedication along 4400 South. It is zoned R-5 – Multiple Family Residential.

The submitted plat, titled Riverside Flats Townhomes P.D., contains 55,092 square feet, or 1.26 acres, including 26 lots, common area, and road dedication. The civil plans identify four (4) four-unit buildings and two (2) five-unit buildings, comprising seventeen (17) two-bedroom units and nine (9) three-bedroom units. Each unit is shown with a two-car garage.

This application falls under Riverdale City Code Title 10, Chapter 22, Planned Development. The development will be governed by a development agreement approved by the City Council establishing the approved development plan, project-specific standards, conditions, and obligations. The Planning Commission is therefore asked to review the site plan and draft development agreement and forward a recommendation to the City Council.

The Planning Commission is the designated land use authority for preliminary subdivision plat applications, with final plat approval delegated to staff. Accordingly, the Planning Commission shall take final action regarding both the preliminary subdivision application.

PROJECT INFORMATION

Subdivision: The plat contains 55,092 square feet, or approximately 1.26 acres, and creates 26 townhome lots. The remaining land is shown as common area, private driveway and ingress/egress area, public utility and drainage easements, and an area dedicated to Riverdale City for roadway purposes. The development fronts 4400 South and 700 West.

Site Plan: The site plan depicts six townhome buildings containing 26 units: three buildings north of the internal drive and three buildings south of it. The plan provides a 26-foot-wide internal access drive, an emergency access gate with Knox Box at 700 West, pedestrian connections, common landscaped and amenity areas, stormwater facilities, and utility improvements.

Parking: Each unit includes a two-car garage. The plan also identifies seven visitor stalls including an ADA-accessible stalls, for a total of 59 parking spaces. 18' x 18' driveways are included with each northern unit, which could allow additional guest parking for those units.

Landscape/Open Space: The submitted landscape plan identifies approximately 12,511 square feet of landscape area and includes trees, shrubs, ornamental grasses, turf, boulders, fencing, irrigation, and a common outdoor amenity area.

Development Agreement: Pursuant to *Riverdale Code Title 10 Chapter 22*, this application will be governed by a development agreement reviewed and approved by the City Council.

Covenants, Conditions, and Restrictions (CC&R's):

The Riverside Flats Townhomes project will be governed by recorded Covenants, Conditions, and Restrictions ("CC&Rs") and administered by the Riverside Flats homeowner's association. Each property owner will automatically become a member of the association and will receive title to an individual lot and dwelling together with an undivided interest in the project's common areas.

The CC&Rs assign the association responsibility for operating, maintaining, repairing, and insuring the common areas, private roadway, walkways, driveways, landscaping, private water, sewer, and storm drain improvements, building exteriors, roofs, and other shared facilities.



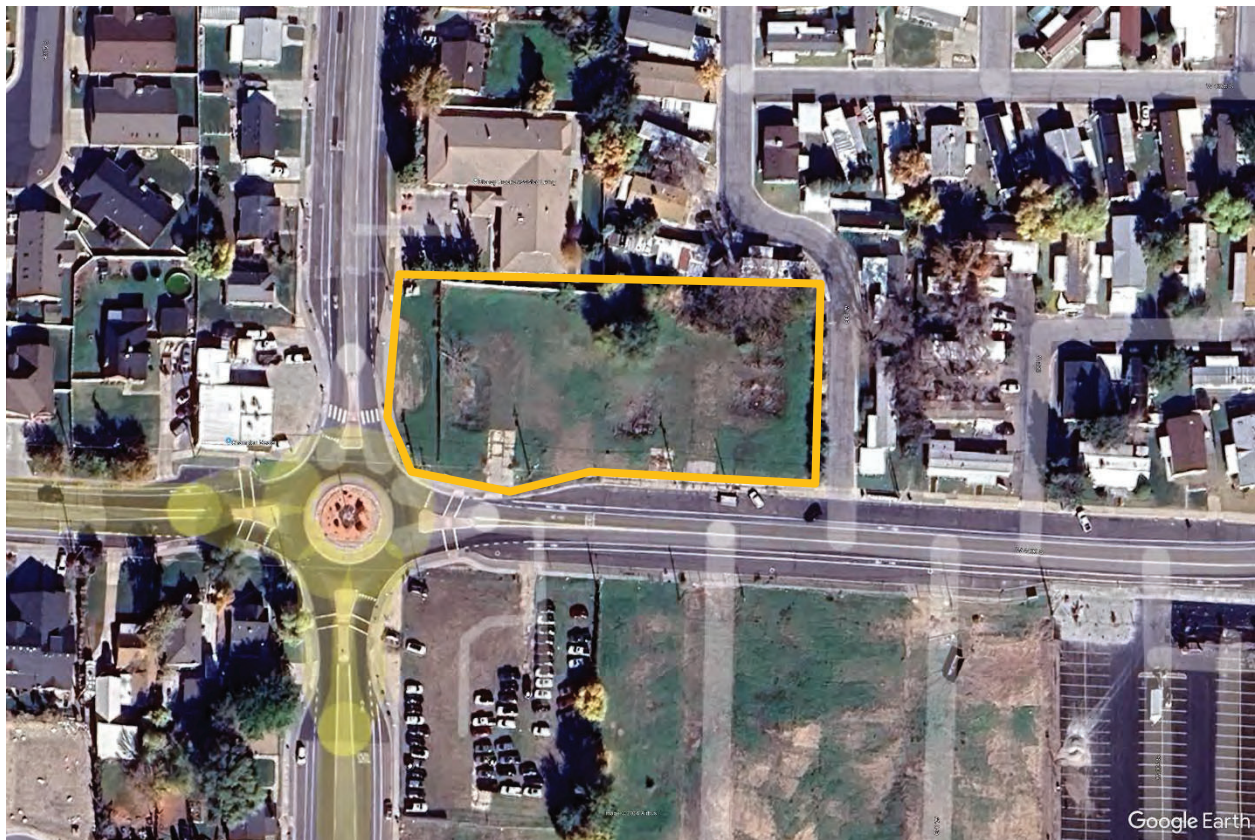
These expenses will be funded through regular, extraordinary, and special assessments levied against the individual units. Individual owners generally remain responsible for dwelling

interiors, doors, windows, individual mechanical equipment, and damage attributable to the owner, tenants, guests, or pets.

The CC&Rs also establish residential-use and property-maintenance requirements, including a minimum six-month lease term, parking and recreational-vehicle restrictions, architectural and fencing controls, limitations on outdoor storage, pet regulations, insurance requirements, and enforcement authority for the association. The CC&Rs are private restrictions and do not replace or supersede Riverdale City ordinances, approvals, or enforcement authority.

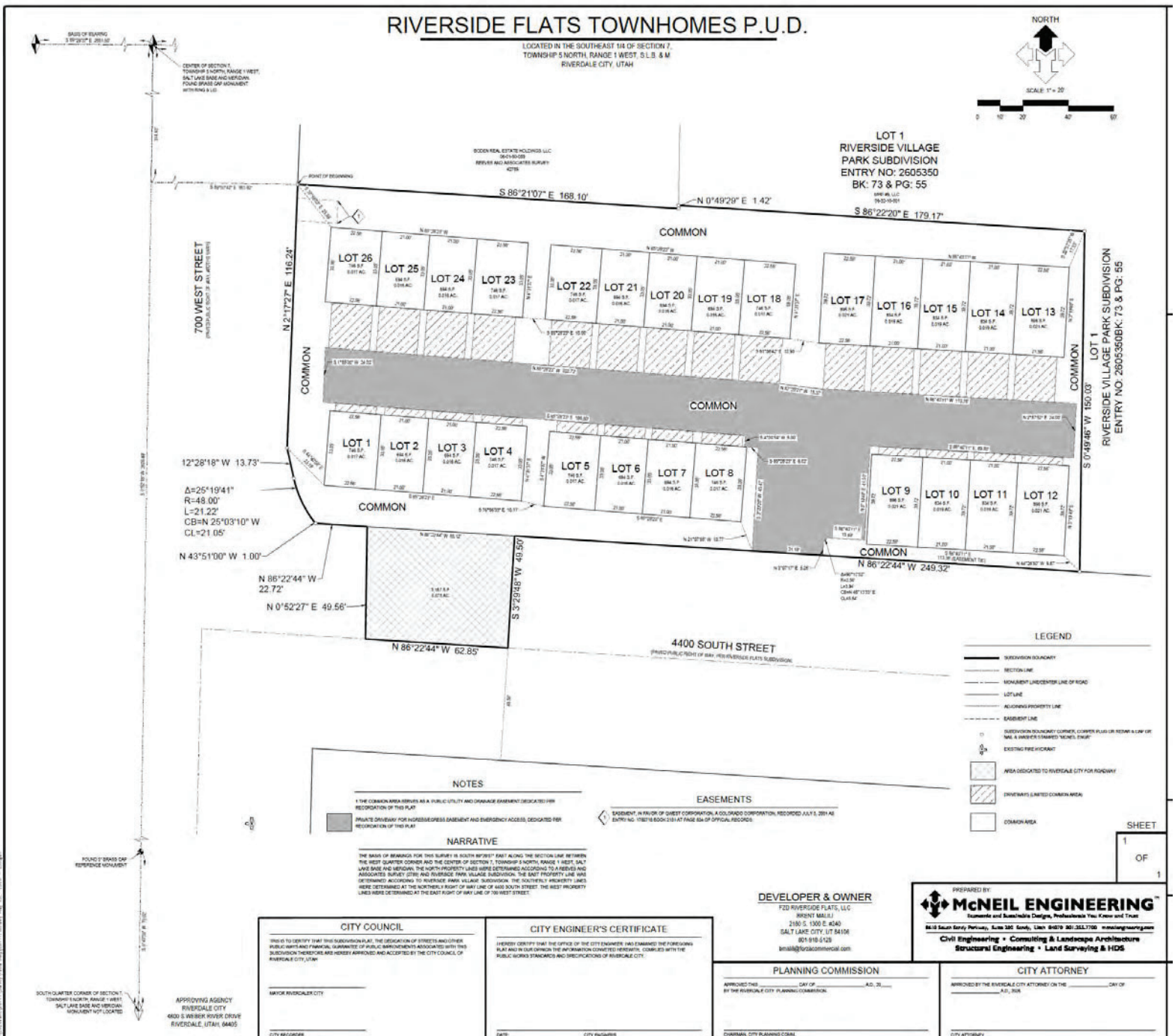
Before recordation, the CC&Rs should be revised to correspond with the final 26-unit plat and development agreement. The current submittal is in draft form and contains incomplete declarant information and internal inconsistencies, among other things. Final corrected CC&Rs should be reviewed and approved by the City Council and recorded concurrently with the final plat.

Existing Conditions Aerial





Preliminary Subdivision Plat





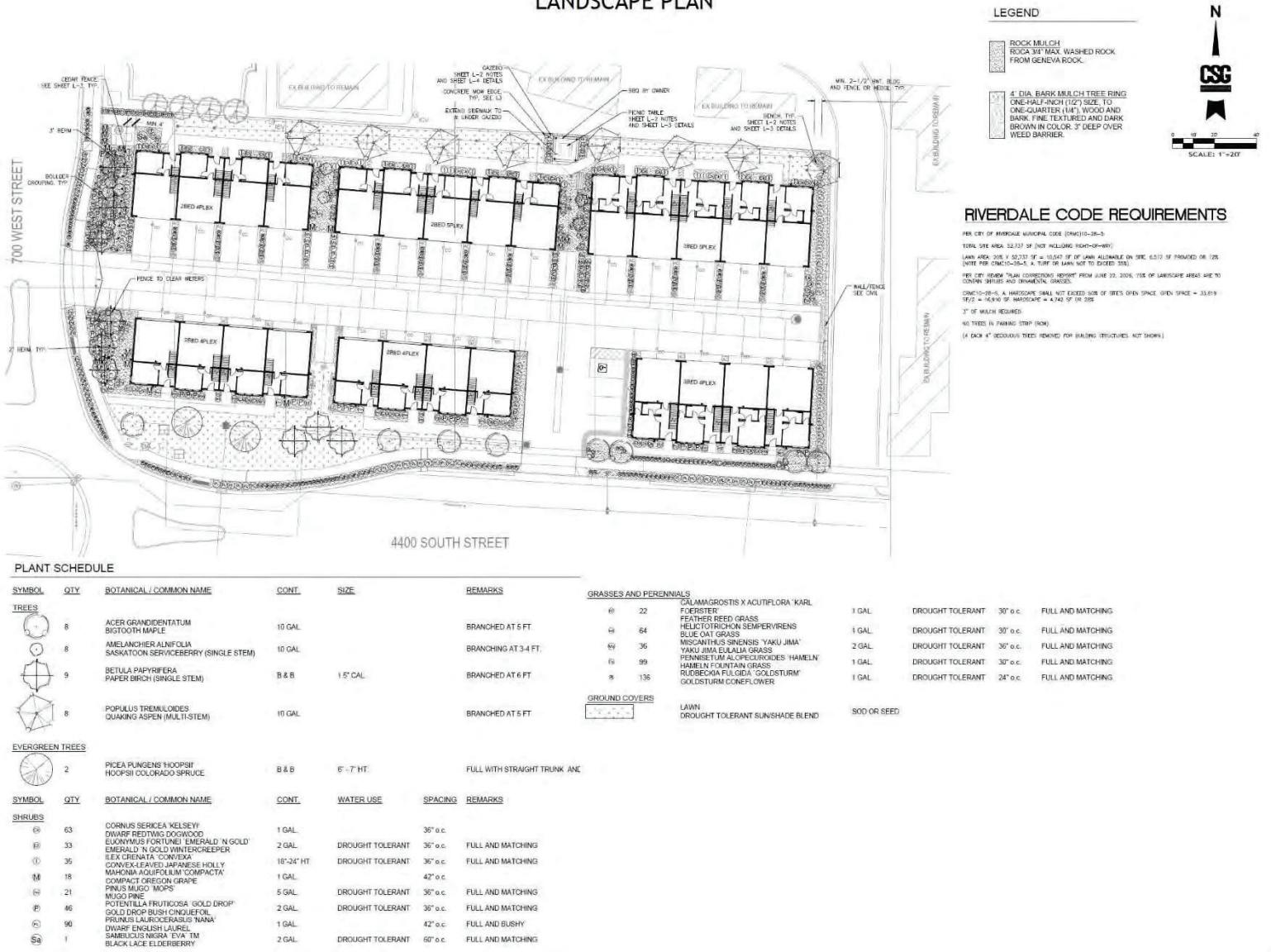
Proposed Site Plan





Proposed Landscape Plan

LANDSCAPE PLAN



ANALYSIS AND FINDINGS

The application is being processed under **Riverdale City Code Title 10, Chapter 22**, Planned Development. A development agreement approved by the City Council will govern implementation of the approved site plan, including project-specific standards, conditions of approval, required improvements, and ongoing obligations. The proposal is also subject to applicable provisions of **Chapter 21 Subdivisions, Chapter 25 Development in All Zones, Chapter 14 Regulations Applicable to All Zones, Chapter 15 Parking and Access, Chapter 28 Residential Landscaping**, and the underlying zone of R-5, except as lawfully modified through the Planned Development approval.

The development plans include new water, sanitary sewer, storm drain, electrical, gas, and telecommunications infrastructure necessary to serve the site. The plans specifically note that all construction and materials are required to meet the latest Riverdale City standards. Because the project includes public improvements and work affecting the public right-of-way, the Owner will be required to execute a Financial Guarantee Escrow Agreement prior to final approval and construction, to guarantee satisfactory installation and completion of required public improvements.

Residential Zones – R-5 (RCC 10-9F)

The purpose of the R-5 zone classification is to permit development of high density residential areas with their associated necessary public services and activities.

Analysis: Review of Permitted Uses, Site Development Standards, Uses, building setbacks, screening, parking, landscaping, signs, and lighting, traffic movement, harmonious and beneficial relations among buildings, height and bulk of buildings, and the harmonious relations between adjacent neighborhoods.

Finding: Staff conducted an initial review of the proposed site plan and provided a corrections report to the applicant on June 22, 2026. The applicant made final corrections and submitted final revisions on August 28th, 2026. The proposal satisfies the standards identified above and is compliant with City Code. Staff determination: **Complies**

Development in All Zones (RCC 10-25)

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



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

Finding: This application was received on March 20, 2026 . All City comments have been satisfied by the applicant and are reflected in the attached final site plan presented for consideration. Staff determination: **Complies**

Regulations Applicable to All Zones (RCC 10-14)

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

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

Finding: Riverdale City staff, along with the contracted City Engineer, reviewed the petitioner's site plan land use application to verify that the application complies with municipal ordinances and applicable standards and specifications. Comments were provided to the applicant's design team and revisions were made to the petition. All City comments have been satisfied by the applicant and are reflected in the attached final subdivision plat and site plan presented for consideration. Staff determination: **Complies**

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

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

Analysis: Review of Parking Space for Dwellings, Computation of Parking Requirements, Parking Lot Design & Maintenance, Off-Street Truck Loading Space, and Vehicular Traffic to Commercial or Manufacturing Zones.



Finding: Riverdale City staff, along with the contracted City Engineer, reviewed the petitioner's site plan land use application to verify that the application complies with municipal ordinances and applicable standards and specifications. Comments were provided to the applicant's design team and revisions were made to the application. All City comments have been satisfied by the applicant and are reflected in the attached final site plan presented for consideration. Staff determination: **Complies**

CONCLUSION

The proposed townhome use is consistent with the site's R-5 zoning only when subject to the Planned Development designation.

Staff finds that any remaining issues are principally technical and administrative in nature and can be satisfactorily addressed through the conditions recommended below. Subject to completion of those conditions and continued compliance with applicable Riverdale City ordinances, engineering standards, and other regulatory requirements, Staff recommends that the Planning Commission **APPROVE** the preliminary subdivision plat and forward a **RECOMMENDATION OF APPROVAL** to the City Council for the Riverside Flats Townhomes site plan and development agreement, subject to the following conditions:

1. The approval and recording of a long-term storm water management plan
2. The execution of a Financial Guarantee Escrow Agreement to guarantee satisfactory installation and completion of public improvements
3. The execution and recording of a Public Water Supply Agreement purchasing the appropriate amount of water to meet the requirements of the City
4. The approval, execution, and recording of the proposed Development Agreement
5. The approval, execution, and recording of the proposed project CC&R's
6. The attendance of a pre-construction meeting prior to any site work and conformity with future code compliant requirements (SWPPP, permits, site coordination, testing, etc)

Attachments

Application
Prelim Plat
Proposed Site Plan
Architectural Elevations
DRAFT Development Agreement
DRAFT CC&R's

RIVERSIDE FLATS TOWNHOMES P.D.

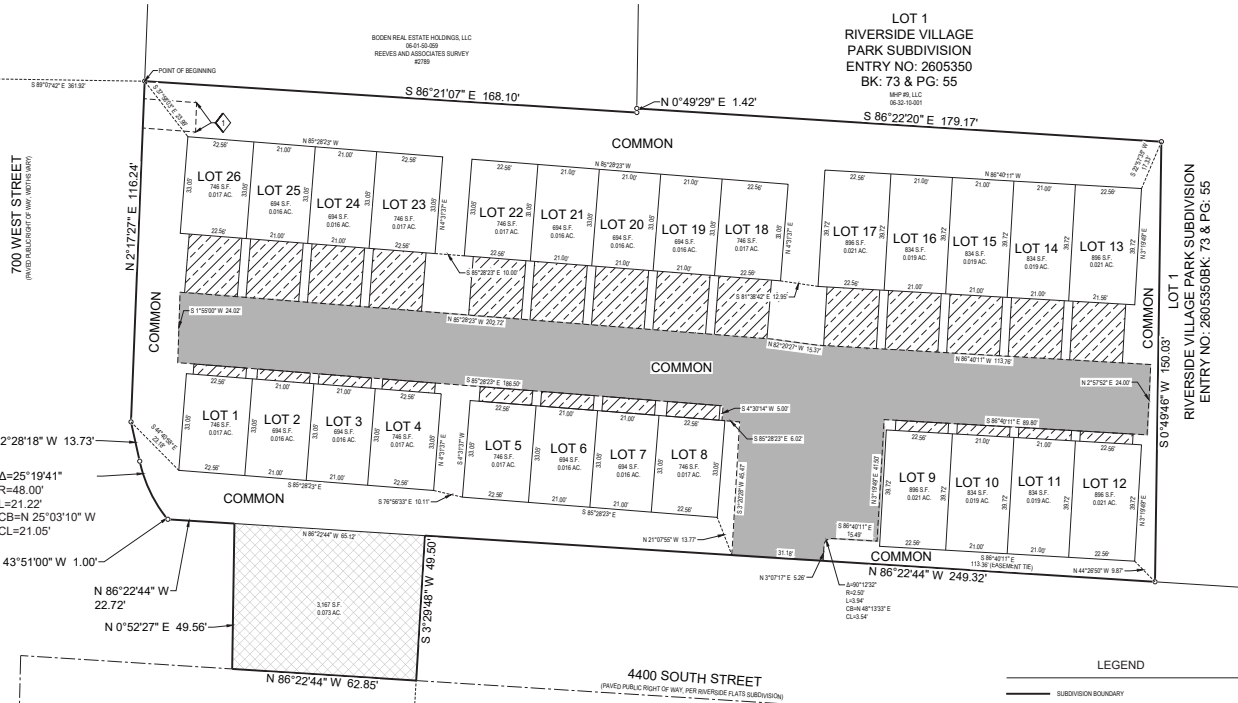
LOCATED IN THE SOUTHEAST 1/4 OF SECTION 7,
TOWNSHIP 5 NORTH, RANGE 1 WEST, S.L.B. & M.
RIVERDALE CITY, UTAH

BODEN REAL ESTATE HOLDINGS, LLC
06-01-00-00
REEVES & ASSOCIATES SURVEY
4078

LOT 1
RIVERSIDE VILLAGE
PARK SUBDIVISION
ENTRY NO: 2605350
BK: 73 & PG: 55
10/10/2020
05-10-10001



SCALE: 1" = 20'



LEGEND

- SUBDIVISION BOUNDARY
- SECTION LINE
- MONUMENT LINE/CENTER LINE OF ROAD
- LOT LINE
- ADJOINING PROPERTY LINE
- EASEMENT LINE
- SUBDIVISION BOUNDARY CORNER, COPPER PLUG OR BEAR & CAP OR NAIL AND/OR STAMPED "MCNEIL ENGINEERING"
- EXISTING FIRE HYDRANT
- AREA DEDICATED TO RIVERDALE CITY FOR ROADWAY
- DRIVEWAYS (LIMITED COMMON AREA)
- COMMON AREA

NOTES

1. THE COMMON AREA SERVES AS A PUBLIC UTILITY AND DRAINAGE EASEMENT DEDICATED FOR RECREATION OF THIS PLAT

PRIVATE DRIVEWAY FOR WIRELESS/EMERGENCY ACCESS, DEDICATED FOR RECREATION OF THIS PLAT

EASEMENTS

EASEMENT IN FAVOR OF QWEST CORPORATION, A COLORADO CORPORATION, RECORDED JULY 3, 2001 AS ENTRY NO. 178718 BOOK 2151 AT PAGE 834 OF OFFICIAL RECORDS.

NARRATIVE

THE BASIS OF BEARINGS FOR THIS SURVEY IS SOUTH 89°20'27" EAST ALONG THE SECTION LINE BETWEEN THE WEST QUARTER CORNER AND THE CENTER OF SECTION 7, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. THE NORTH PROPERTY LINES WERE DETERMINED ACCORDING TO A REEVES & ASSOCIATES SURVEY (2006) AND RIVERDALE PARK VILLAGE SUBDIVISION. THE EAST PROPERTY LINE WAS DETERMINED ACCORDING TO RIVERDALE PARK VILLAGE SUBDIVISION. THE SOUTHERLY PROPERTY LINES WERE DETERMINED AT THE NORTHERLY RIGHT OF WAY LINE OF AND SOUTH STREET. THE WEST PROPERTY LINES WERE DETERMINED AT THE EAST RIGHT OF WAY LINE OF 700 WEST STREET.

DEVELOPER & OWNER

F2D RIVERSIDE FLATS, LLC
BRENT MALLU
2160 S. 1300 E. #2040
SALT LAKE CITY, UT 84106
801-918-5128
brentm@f2dcommercial.com

PREPARED BY

McNEIL ENGINEERING
Surveying and Estimating Design, Professional, Yes, Now and Then
4000 South Valley, Suite 200, Salt Lake City, UT 84106
Civil Engineering • Consulting & Landmarks Analysis
Surveying • Land Surveying & HDS

PLANNING COMMISSION

APPROVED THIS _____ DAY OF _____, A.D. 2020,
BY THE RIVERDALE CITY PLANNING COMMISSION.

CITY ATTORNEY

APPROVED BY THE RIVERDALE CITY ATTORNEY ON THE _____ DAY OF _____, A.D. 2020.

CITY COUNCIL

THIS IS TO CERTIFY THAT THIS SUBDIVISION PLAT, THE DEDICATION OF STREETS AND OTHER PUBLIC WAYS AND FINANCING, GUARANTEE OF PUBLIC IMPROVEMENTS ASSOCIATED WITH THIS SUBDIVISION THEREFORE ARE HEREBY APPROVED AND ACCEPTED BY THE CITY COUNCIL OF RIVERDALE CITY, UTAH.

MAJOR RIVERDALE CITY

APPROVING AGENCY
RIVERDALE CITY
4600 S WEBER RIVER DRIVE
RIVERDALE, UTAH, 84405

CITY RECORDER

CITY ENGINEER'S CERTIFICATE

I HEREBY CERTIFY THAT THE OFFICE OF THE CITY ENGINEER HAS EXAMINED THE FOREGOING PLAT AND OUR OPINION OF THE INFORMATION CONTAINED HEREIN, COMPILED WITH THE PUBLIC WORKS STANDARDS AND SPECIFICATIONS OF RIVERDALE CITY.

DATE _____ CITY ENGINEER _____

CHAIRMAN, CITY PLANNING COMM.

CITY ATTORNEY

SURVEYOR'S CERTIFICATE

I, DAVID B. DRAPER DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 686169 IN ACCORDANCE WITH TITLE 86, CHAPTER 22, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS ACT. I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-2-504 AND HAVE VERIFIED ALL REASONS FOR THE DEDICATION OF THE PROPERTY AS REPRESENTED ON THIS PLAT AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY THE AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED HEREON, AND HAVE SUBDIVIDED SAID TRACT INTO LOTS, AND STREETS, TOGETHER WITH EASEMENTS, HEREAFER TO BE KNOWN AS:

RIVERSIDE FLATS TOWNHOMES P.D.

AND THAT AT THE SAME HAS BEEN CORRECTLY SURVEYED AND MARKED ON THE GROUND AS SHOWN ON THIS PLAT.

SUBDIVISION DESCRIPTION

BEGINNING AT A POINT ON THE EAST RIGHT OF WAY LINE OF 700 WEST STREET, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE BODEN REAL ESTATE HOLDINGS SURVEY, AS ESTABLISHED ACCORDING TO THAT CERTAIN RECORD OF SURVEY PREPARED BY REEVES & ASSOCIATES ON FILE WITH THE WEBER COUNTY SURVEYOR AS 2078, SAID POINT BEING SOUTH 7°02'18" WEST 34.6 FEET ALONG THE SECTION AND SOUTH 89°24'42" EAST 80.10 FEET FROM THE WEBER COUNTY MONUMENT MARKING THE CENTER OF SECTION 7, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE EASTERLY AND NORTHERLY ALONG THE SOUTHERLY AND EASTERLY LINE OF SAID PARCELS, AND SAID REEVES & ASSOCIATES SURVEY THE FOLLOWING TWO COURSES: 1. SOUTHWEST 1/4 OF SAID PARCELS, 1.61 FEET TO A POINT ON A SOUTHERLY LINE OF RIVERDALE VILLAGE PARK SUBDIVISION, AS RECORDED IN THE OFFICE OF THE WEBER COUNTY RECORDER AS ENTRY NO. 260393, THENCE ALONG SAID SOUTHERLY LINE AND A WESTERN LINE OF SAID SUBDIVISION THE FOLLOWING TWO COURSES: 1. SOUTH 89°22'28" WEST 175.7 FEET; 2. SOUTHWEST 1/4 OF SAID PARCELS, 1.61 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF 4400 SOUTH STREET, THENCE NORTH 24°44' W 249.32 FEET ALONG SAID NORTHERLY RIGHT OF WAY LINE, THENCE SOUTH 2°04'18" WEST 46.8 FEET TO THE CENTER LINE OF SAID 4400 SOUTH STREET, THENCE NORTH 24°44' W 249.32 FEET ALONG SAID CENTER LINE, THENCE NORTH 7°02'27" EAST 46.8 FEET TO SAID NORTHERLY RIGHT OF WAY LINE, THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE AND SAID EASTERLY RIGHT OF WAY LINE, THE FOLLOWING TWO COURSES: 1. NORTH 89°24'42" WEST 72.7 FEET; 2. NORTH 45°19'00" WEST 1.0 FEET TO A POINT ON THE ARC OF A 30.0 FOOT NON TANGENT RADIUS CURVE TO THE RIGHT, 3. NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°38'1", DISTANCE OF 2.22 FEET, CROSS BEARING NORTH 27°02'18" WEST 2.0 FEET; 4. NORTH 12°28'18" WEST 13.73 FEET; 5. NORTH 71°27'27" EAST 16.84 FEET TO THE POINT OF BEGINNING.

CONTAINS 50.92 S.F. OR 1.165 ACRES (26 LOTS, COMMON AREA AND ROAD DEDICATION)



OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED ARE THE OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND, AND HEREBY CAUSE THE SAME TO BE DIVIDED INTO LOTS, PARCELS, AND STREETS, TOGETHER WITH EASEMENTS AS SET FORTH IN THE FOREGOING RECORDS.

RIVERSIDE FLATS TOWNHOMES P.D.

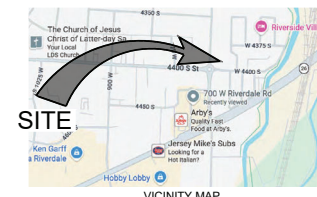
AND DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL ROADS AND OTHER AREAS SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE. THE UNDERSIGNED OWNERS ALSO HEREBY CONVEY TO ANY AND ALL PUBLIC UTILITY COMPANIES A PERPETUAL, NON-EXCLUSIVE EASEMENT OVER THE PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT. THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE, AND OPERATION OF UTILITY LINES AND FACILITIES. THE UNDERSIGNED OWNERS ALSO HEREBY CONVEY ANY OTHER EASEMENTS AS SHOWN ON TO THE PARTIES INDICATED AND FOR THE PURPOSES SHOWN HEREON.

IN WITNESS WHEREOF (I/WE) HAVE HEREUNTO SET OUR HAND(S) THIS _____ DAY OF _____, A.D. 2020.

ITS: NAME: F2D RIVERSIDE FLATS, LLC BY: _____ HODGINS, W.L. LLC BY: _____

DATE: _____ ITS: _____ DATE: _____

BY: _____ BY: _____



VICINITY MAP

LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF UTAH COUNTY OF SALT LAKE

ON THIS _____ DAY OF _____, IN THE YEAR 2020, BEFORE ME, _____, A NOTARY PUBLIC PERSONALLY APPOINTED OF _____, UTAH, THE _____ LIMITED LIABILITY COMPANY PROVIDED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAMES WERE SUBSCRIBED TO IN THE FOREGOING OWNERS DEDICATION REGARDING THE SUBDIVISION, AND WAS SIGNED BY HANDED ON BEHALF OF SAID _____ LIMITED LIABILITY COMPANY AND ACKNOWLEDGED THAT HE/SHE/ITY EXECUTED THE SAME.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC
RESIDING IN SALT LAKE COUNTY

RIVERSIDE FLATS TOWNHOMES P.D.

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 7,
TOWNSHIP 5 NORTH, RANGE 1 WEST, S.L.B. & M.
RIVERDALE CITY, UTAH

WEBER COUNTY RECORDER

ENTRY NO. _____

STATE OF UTAH, COUNTY OF WEBER, RECORDED AND FILED AT THE REQUEST OF _____

DATE _____ TIME _____ BOOK _____ PAGE _____

FEE \$ _____ WEBER COUNTY RECORDER _____

S:\2020\Map\26111\Survey\Prod\Map\26111\Prod.dwg, Oct. 12, 2020 - 2:50pm

RIVERSIDE FLATS

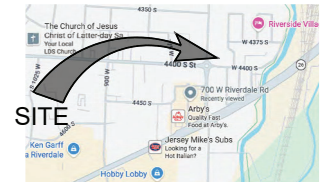
CONSTRUCTION PLANS

690 WEST 4400 SOUTH
RIVERDALE, UT 84405

PROJECT SECTION
SOUTHEAST QUARTER OF SECTION 7, T5N, R1W, SALT LAKE BASE AND MERIDIAN

NORTH

SCALE: 1" = 20'



VICINITY MAP
SCALE: N.T.S.

DRAWING INDEX

SHEET	DESCRIPTION
C3.00	CIVIL COVER SHEET
C3.01	GENERAL NOTES, LEGEND AND ABBREVIATIONS
C3.10	DEMOLITION PLAN
C1.01	CIVIL SITE PLAN
C3.01	GRADING AND DRAINAGE PLAN
C3.10	EROSION CONTROL PLAN
C4.01	SITE UTILITY PLAN
C5.01	CIVIL DETAILS
C5.02	CIVIL DETAILS
C5.03	CIVIL DETAILS
C5.04	EROSION DETAILS

ALL WORK AND MATERIALS FOR WATER
MUST CONFORM TO RIVERDALE CITY
STANDARDS AND SPECIFICATIONS

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DEVELOPER & OWNER

F2D RIVERSIDE FLATS, LLC
BRENT MALLI
2180 S. 1300 E. #240
SALT LAKE CITY, UT 84106
801-919-5128
bmalli@f2dcommercial.com

McNEIL ENGINEERING™
Sustainable and Sustainable Design, Performance You Know and Trust

6510 South Sandy Parkway, Suite 200, Sandy, Utah 84070 801-382-7700 mcneilengineering.com

Civil Engineering • Consulting & Landscape Architecture
Structural Engineering • Land Surveying & HDG

700 WEST STREET

N 12°28'18" W 13.87'
Δ=25°19'41"
R=48.00'
L=21.22'
CB=N 25°03'10" W
CL=21.05'
N 43°51'00" W 1.00'

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N 0°52'27" E 49.56'

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S 3°29'48" W 49.50'

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N 12°28'18" W 13.87'
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CL=21.05'
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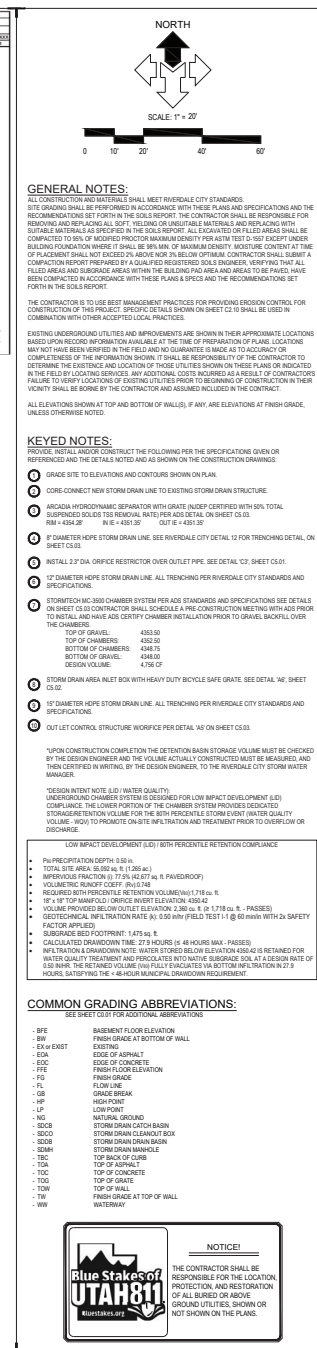
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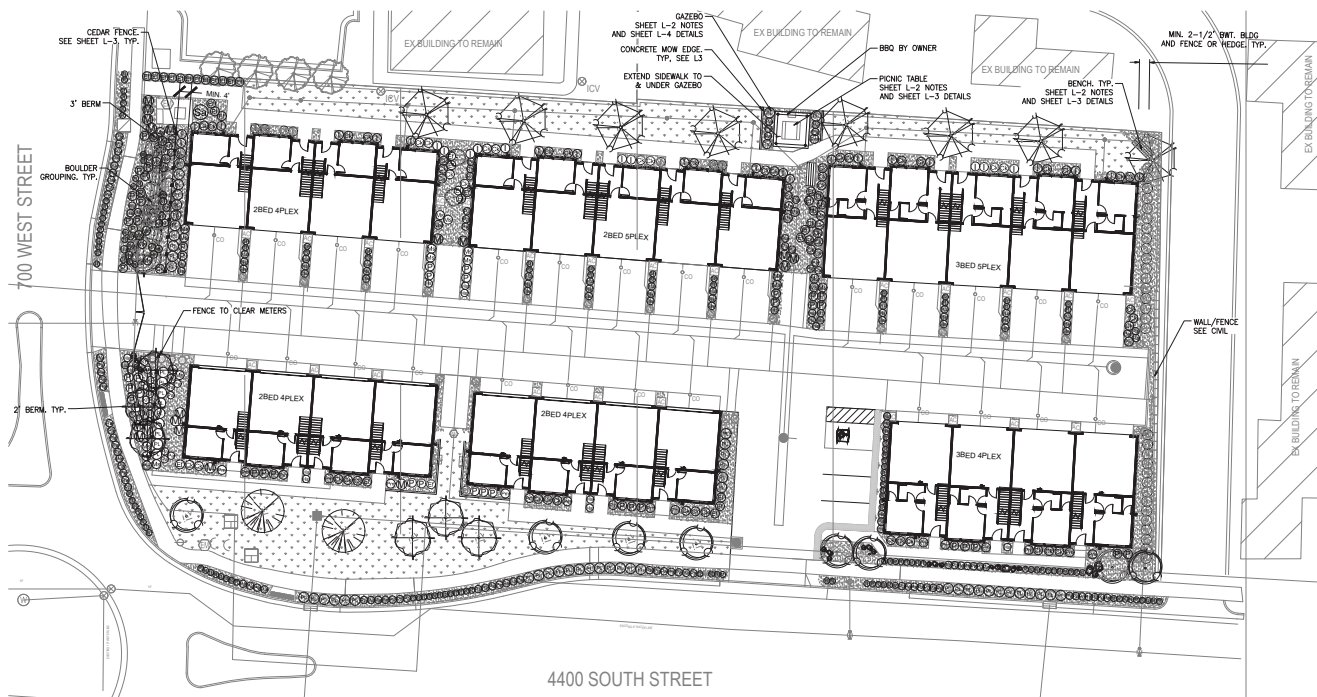
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LANDSCAPE PLAN



LEGEND

- ROCK MULCH
ROCKA 3/4" MAX. WASHED ROCK
FROM GENEVA ROCK.
- 4" DIA. BARK MULCH TREE RING
ONE-HALF-INCH (1/2") SIZE, TO
ONE-QUARTER (1/4") WOOD AND
BARK. FINE TEXTURED AND DARK
BROWN IN COLOR. 3" DEEP OVER
WEED BARRIER.



RIVERDALE CODE REQUIREMENTS

PER CITY OF RIVERDALE MUNICIPAL CODE (CMC)10-28-5:
TOTAL SITE AREA: 52,737 SF (NOT INCLUDING RIGHT-OF-WAY)
LAWN AREA: 20% X 52,737 SF = 10,547 SF OF LAWN ALLOWABLE ON SITE. 6,512 SF PROVIDED OR 12%.
(NOTE PER CMC10-28-5, A TURF OR LAWN NOT TO EXCEED 35%)
PER CITY REVIEW "PLAN CORRECTIONS REPORT" FROM JUNE 22, 2026, 75% OF LANDSCAPE AREAS ARE TO
CONTAIN SHRUBS AND ORNAMENTAL GRASSES.
CMC10-28-5, A. HARDSCAPE SHALL NOT EXCEED 50% OF SITE'S OPEN SPACE. OPEN SPACE = 33,819
SF/2 = 16,910 SF. HARDSCAPE = 4,742 SF OR 28%
3" OF MULCH REQUIRED.
NO TREES IN PARKING STRIP (ROW).
(4 EACH 4" DECIDUOUS TREES REMOVED FOR BUILDING STRUCTURES. NOT SHOWN.)

PLANT SCHEDULE

SYMBOL	QTY	BOTANICAL / COMMON NAME	CONT.	SIZE	REMARKS	
TREES						
	8	ACER GRANDIDENTATUM BIGTOOTH MAPLE	10 GAL.		BRANCHED AT 5 FT.	
	8	AMELANCHIER ALNIFOLIA SASKATOON SERVICEBERRY (SINGLE STEM)	10 GAL.		BRANCHED AT 3-4 FT.	
	9	BETULA PAPYRIFERA PAPER BIRCH (SINGLE STEM)	B & B	1.5" CAL.	BRANCHED AT 6 FT.	
	8	POPULUS TREMULOIDES QUAKING ASPEN (MULTI-STEM)	10 GAL.		BRANCHED AT 5 FT.	
EVERGREEN TREES						
	2	PICEA PUNGENS 'HOOPSII' HOOPSII COLORADO SPRUCE	B & B	6' - 7' HT.	FULL WITH STRAIGHT TRUNK AND	
SYMBOL	QTY	BOTANICAL / COMMON NAME	CONT.	WATER USE	SPACING	REMARKS
SHRUBS						
	63	CORNUS SERICEA 'KELSEY' DWARF REDTWO DOGWOOD	1 GAL.		36" o.c.	
	33	EUONYMUS FORTUNEI 'EMERALD 'N GOLD' EMERALD 'N GOLD WINTERCREEPER	2 GAL.	DROUGHT TOLERANT	36" o.c.	FULL AND MATCHING
	35	ILEX CRENATA 'CONVEXA' CONVEX-LEAVED JAPANESE HOLLY	18"-24" HT	DROUGHT TOLERANT	36" o.c.	FULL AND MATCHING
	18	MAHONIA AQUIFOLIUM 'COMPACTA' COMPACT OREGON GRAPE	1 GAL.		42" o.c.	
	21	PINUS MUGO 'MUGO' MUGO PINE	5 GAL.	DROUGHT TOLERANT	36" o.c.	FULL AND MATCHING
	46	POTENTILLA FRUTICOSA 'GOLD DROP' GOLD DROP BUSH CINQUEFOIL	2 GAL.	DROUGHT TOLERANT	36" o.c.	FULL AND MATCHING
	90	PRUNUS LAUROCERASUS 'NANA' DWARF ENGLISH LAUREL	1 GAL.		42" o.c.	FULL AND BUSHY
	1	SAMBUCUS NIGRA 'EVA TM' BLACK LACE ELDERBERRY	2 GAL.	DROUGHT TOLERANT	60" o.c.	FULL AND MATCHING

GRASSES AND PERENNIALS

	22	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER'	1 GAL.	DROUGHT TOLERANT	30" o.c.	FULL AND MATCHING
	64	HELICOTRICHON SEMPERVIRENS FEATHER REED GRASS	1 GAL.	DROUGHT TOLERANT	30" o.c.	FULL AND MATCHING
	36	MISCANTHUS SINENSIS 'YAKU JIMA' YAKU JIMA EULALIA GRASS	2 GAL.	DROUGHT TOLERANT	36" o.c.	FULL AND MATCHING
	99	PENNISETUM ALOPECUROIDES 'HAMELN' HAMELN FOUNTAIN GRASS	1 GAL.	DROUGHT TOLERANT	30" o.c.	FULL AND MATCHING
	136	RUDBECKIA FULGIDA 'GOLDSTURM' GOLDSTURM CONEFLOWER	1 GAL.	DROUGHT TOLERANT	24" o.c.	FULL AND MATCHING

GROUND COVERS

	LAWN DROUGHT TOLERANT SUN/SHADE BLEND	SOD OR SEED
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RIVERDALE TOWNHOME PROJECT
NWC 4400 S ST AND S 700 W
OGDEN, UT 84405

FORZA COMMERCIAL
2180 S. 1300 E., STE 240
SALT LAKE CITY, UT 84106

REV	DATE	COMMENT	BY
1	07/01/26	CITY REVIEW COMMENTS	TCL
4	08/04/26	CITY REVIEW COMMENTS	TCL
5	08/24/26	CITY REVIEW COMMENTS	TCL

Drawn: TCL
Reviewed: JVM
Sheet Date: 08/24/2026
Proj. Number: 24182

LANDSCAPE PLAN

LANDSCAPE NOTES AND DETAILS

LANDSCAPE PLANTING NOTES AND MATERIALS

SCOPE OF WORK

FURNISH ALL MATERIALS, LABOR, EQUIPMENT AND RELATED ITEMS NECESSARY TO ACCOMPLISH TOPSOIL, TREATMENT AND PREPARATION OF SOIL, FINISH GRADING, PLACEMENT OF SPECIFIED PLANT MATERIALS, FERTILIZER, STAKING, MULCH, CLEAN-UP, DEBRIS REMOVAL, AND 30-DAY MAINTENANCE.

QUALIFICATIONS:
LANDSCAPE CONTRACTOR TO BE SKILLED AND KNOWLEDGEABLE IN THE FIELD OF WORK AND HAVE A MINIMUM OF FIVE (5) YEARS OF EXPERIENCE IN SIMILAR WORK. CONTRACTOR TO BE LICENSED TO PERFORM THE WORK SPECIFIED WITHIN THE PRESDING JURISDICTION.

JOB CONDITIONS:
IT IS THE CONTRACTOR'S RESPONSIBILITY TO REVIEW THE SITE AND REPORT ANY DISCREPANCIES TO THE OWNER OR THE OWNER'S REPRESENTATIVES. ALL PLANT MATERIAL AND FINISH GRADES ARE SUBJECT TO APPROVAL BY THE OWNER.

PROTECTION:
SAVE AND PROTECT ALL EXISTING PLANTINGS SHOWN TO REMAIN. DO NOT PLANT UNTIL OTHER CONSTRUCTION OPERATIONS WHICH CONFLICT HAVE BEEN COMPLETED. IF AN IRRIGATION SYSTEM IS TO BE INSTALLED DO NOT PLANT UNTIL THE SYSTEM HAS BEEN INSTALLED, TESTED, AND APPROVED BY THE OWNER. HANDLE PLANTS WITH CARE – DO NOT DAMAGE OR BREAK. ROOT SYSTEM, BARK, OR BRANCHES. REPAIR AND/OR REPLACE ITEMS DAMAGED AS A RESULT OF WORK, OR WORK NOT IN COMPLIANCE WITH PLANS AND SPECIFICATIONS, AS DIRECTED BY OWNER AT NO ADDITIONAL COST TO THE OWNER.

REPAIR OF EXISTING PLANTINGS:
DURING THE COURSE OF WORK, REPAIR ALL EXISTING PLANTING AREAS BY PRUNING DEAD GROWTH, RE-ESTABLISHING FINISH GRADE AND RE-MULCHING TO SPECIFIED DEPTH.

GUARANTEE:
GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF ONE YEAR FROM DATE OF FINAL ACCEPTANCE OF THE JOB BY OWNER.

30-DAY MAINTENANCE:
CONTRACTOR TO PROVIDE OWNER WITH A SCOPE OF WORK AT TIME OF INITIAL PROJECT BID TO PROVIDE LANDSCAPE AND IRRIGATION MAINTENANCE FOR 30 DAYS FOLLOWING STAKE OPENING. WORK TO INCLUDE MAINTENANCE AS DESCRIBED BELOW, IN PLANTING AND IRRIGATION MAINTENANCE.

SUBMITTALS:
SUBMIT THE FOLLOWING TO THE LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO THE START OF ANY WORK:

- DOCUMENTATION THAT ALL PLANT MATERIAL HAS BEEN ORDERED.
- TOPSOIL ANALYSIS AND SOIL CORRECTION AMENDMENTS.
- TREE STAKING AND GUTTING MATERIALS.
- PLANTING SCHEDULE INCLUDING DATES AND TIMES.

MATERIALS:

PLANT MATERIALS:
PLANT MATERIALS TO BE GRADE NO. 1, SIZED IN ACCORDANCE WITH (AMN) AMERICAN STANDARDS FOR NURSERY STOCK (ANSI Z60.1-2004). PRUNE PLANTS RECEIVED FROM THE NURSERY ONLY UPON AUTHORIZATION BY THE LANDSCAPE ARCHITECT. "B & B" INDICATES BALLED AND BURLAPPED "CONT." INDICATES CONTAINER. "BT" INDICATES BARE ROOT. "CAL" INDICATES CALIPER AT 6" ABOVE SOIL LINE. "GAL" INDICATES GALLON.

- SPECIFIED PLANT CANOPY SIZE OR CALIPER IS THE MINIMUM ACCEPTABLE CONTAINER OR BALL SIZE, AND ESTABLISHES MINIMUM PLANT CONDITION TO BE PROVIDED.
- QUALITY:
PLANT MATERIAL TO COMPLY WITH STATE AND FEDERAL LAWS FOR DISEASE INSPECTION. PLANTS TO BE FULLY LIVE, VIGOROUS, WELL FORMED, WITH WELL DEVELOPED FIRMS ROOT SYSTEM. ROOT BALLS OF PLANTS TO BE SOLID AND FIRMLY HELD TOGETHER, SECURELY CONTAINED AND PROTECTED FROM INJURY AND DESICCATION. PLANTS DETERMINED BY LANDSCAPE ARCHITECT TO HAVE BEEN DAMAGED, HAVE DEFECTS OF STEM, BRANCHES, OR ROOTS, LACK STAMINA, HAVE MULTIPLE LEADERS OR "Y" CROTCHES LESS THAN 30 DEGREES IN TREES, OR DO NOT MEET SIZE OR AGE STANDARDS WILL BE REJECTED. PLANT MATERIAL TO BE FROM A SINGLE NURSERY SOURCE FOR EACH SPECIFIED SPECIES/HYBRID. NURSERY SOURCES TO BE THOSE LOCATED IN THE SAME REGION AS THE JOB SITE.
- SUBSTITUTION:
NO SUBSTITUTION OF PLANT MATERIAL, SPECIES OR VARIETY, WILL BE PERMITTED UNLESS WRITTEN EVIDENCE IS SUBMITTED TO THE OWNER FROM TWO QUALIFIED PLANT BROKERAGE OFFICES. SUBSTITUTIONS WHICH ARE PERMITTED TO BE IN WRITING FROM THE OWNER AND LANDSCAPE ARCHITECT. THE SPECIFIED SIZE, SPECIES AND NEAREST VARIETY, AS APPROVED, TO BE FURNISHED. SUBSTITUTIONS MAY REQUIRE SUBMITTAL TO REVISED LANDSCAPE PLAN TO CITY FOR REVIEW.
- LABEL AT LEAST ONE (1) TREE, SHRUB, AND GROUNDCOVER OF EACH VARIETY WITH A SECURELY ATTACHED WATERPROOF TAG BEARING LEGIBLE DESIGNATION OF BOTANICAL AND COMMON NAME.
- DELIVER PLANT MATERIAL AFTER PREPARATION OF PLANTING AREAS HAVE BEEN COMPLETED AND PLANT IMMEDIATELY. IF PLANTING IS DELAYED MORE THAN SIX (6) HOURS AFTER DELIVERY, SET MATERIAL IN SHADE, PROTECT FOR WEATHER AND MECHANICAL DAMAGE, AND KEEP ROOT BALLS MOIST BY COVERING WITH MULCH, BURLAP OR OTHER ACCEPTABLE MEANS OF RETAINING MOISTURE.

SOIL PREPARATION:
TOPSOIL, AMENDMENT, AND BACKFILL, ARE GENERAL REQUIREMENTS FOR ALL LANDSCAPE AREAS, UNLESS NOTED OTHERWISE ON THE PLANS. SOIL AMENDMENTS AND FERTILIZER NOTED BELOW ARE TO BE USED FOR BID PRICE BASIS ONLY. SPECIFIC AMENDMENTS AND FERTILIZERS WILL BE MADE AFTER SOIL SAMPLES ARE LABORATORY TESTED BY THE CONTRACTOR. PROVIDE CHANGE ORDER FOR ADDITIONAL OR REDUCTION OF MATERIALS REQUIRED OR NOT REQUIRED BY THE SOILS REPORT.

SOIL FERTILITY AND AGRICULTURAL SUITABILITY ANALYSIS:
AFTER ROUGH GRADING AND PRIOR TO SOIL PREPARATION, CONTRACTOR TO OBTAIN TWO REPRESENTATIVE SOIL SAMPLES, FROM LOCATIONS AS DIRECTED BY THE LANDSCAPE ARCHITECT, TO A SOIL TESTING LABORATORY. SUBMIT RESULTS TO LANDSCAPE ARCHITECT FOR REVIEW. TESTS TO INCLUDE FERTILITY AND SUITABILITY ANALYSIS WITH WRITTEN RECOMMENDATIONS FOR SOIL AMENDMENT, FERTILIZER, AND MULCH. PRELIMINARY AND POST-CONSTRUCTION MAINTENANCE PROGRAM. TESTS TO BE CONTRACTED WITH AND PAID FOR BY THE CONTRACTOR.

- TOPSOIL:
CONTRACTOR IS RESPONSIBLE FOR SUPPLYING ALL TOPSOIL AND FOR DETERMINING THE VOLUME OF TOPSOIL REQUIRED PER THE INFORMATION ON PLANS AND NOTED HERE-IN. CONTRACTOR IS RESPONSIBLE FOR ANY NECESSARY WEED CONTROL RESULTING FROM CONTAMINATED OFF SITE SOURCES.
- TOPSOIL TO CONSIST OF 1/3 BY VOLUME SANDY LOAM, 1/3 BY VOLUME COMPOSTED GARDEN MULCH, AND 1/3 BY VOLUME COARSE WASHED SAND OR EQUIVALENT.
- TOPSOIL PREPARATION AND INSTALLATION:
 1. VERIFY SUBURFACES TO 8 INCHES IN LANDSCAPE AREAS OR AS INDICATED ON PLANS. THIS ACCOMMODATES TOPSOIL, AMENDMENTS, AND MULCH. 6" IMPORTED TOPSOIL FOR LANDSCAPE BEDS.
 2. ERADICATE ANY SURFACE VEGETATION ROOTED IN THE SUB-GRADE PRIOR TO SUB-GRADE PREPARATION.
 3. REMOVE SOIL LUMPS, ROCK, VEGETATION AND/OR DEBRIS LARGER THAN 2 INCHES FROM ALL SUB-GRADE PRIOR TO PLACEMENT OF SPECIFIED TOPSOIL.
 4. REMOVE ANY ASPHALT EXTENDING BEYOND 6 INCHES FROM CURBS INTO ADJACENT LANDSCAPE AREAS.

- TOPSOIL PLACEMENT:
 1. PROVIDE A TOTAL FINISH COVERAGE OF 6 INCHES OF TOPSOIL FOR LANDSCAPE AREAS.
 2. PLACE ADDITIONAL TOPSOIL AND SOIL MIX AS REQUIRED TO MEET FINISH ELEVATIONS.

NON-ORGANIC MULCH (TOPDRESSING):
3/4" MAX. WASHED ROCK (ROCA SO. WEBER). LOCALLY APPROPRIATE SOURCE FROM GENEVA ROCK OR APPROVED EQUAL. [HTTPS://GENEVAROCK.COM](https://genevarock.com). PLACE IN ALL LANDSCAPE AREAS EXCEPT FOR BARKED TREE RINGS.

ORGANIC MULCH (TOPDRESSING):
ONE-HALF-INCH (1/2") SIZE, TO ONE-QUARTER (1/4"), WOOD AND BARK. FINE TEXTURED AND DARK BROWN IN COLOR. LOCALLY APPROPRIATE SOURCE MATERIALS. PLACE IN A 4" DIAMETER RING AROUND ALL TREES IN LAWN AREAS, AS SHOWN ON PLANS.

BOULDERS:
ROCK BOULDERS FROM [HTTPS://GENEVAROCK.COM](https://genevarock.com) OR APPROVED EQUAL.

BENCHES:
2 EACH #11-80PL-5-2 SURFACED MOUNT PICNIC BENCH BY DUMOR [HTTPS://DUMOR.COM](https://dumor.com). COLORS SELECTED BY OWNER.

TABLE:
1 EACH #75-600-5-2 SURFACED MOUNT PICNIC TABLE BY DUMOR [HTTPS://DUMOR.COM](https://dumor.com). COLORS SELECTED BY OWNER.

GAZEBO:
1 EACH #5QR12-45460 BY POLIGON [HTTPS://WWW.POLIGON.COM](https://www.poligon.com) OR APPROVED EQUAL. COLORS SELECTED BY OWNER.

FENCING:
SEE DETAIL ON SHEET L-3.

MOW CURB:
SEE DETAIL ON SHEET L-3.

STAKES:
2-INCH DIAMETER BY 8-FOOT MINIMUM LODGEPOLE PINE STAKES.

GUY MATERIAL:
1-INCH WIDE POLYETHYLENE CHAIN LOCK TYPE TIES; OR, 3/8" DIAMETER RUBBER. NO WIRE.

EXECUTION:

CONTAMINANTS:
VERIFY THAT ALL SOIL CONTAMINANTS (E.G., PAINT, SEALANTS, SOLVENTS, OILS, GREASES, CONCRETE/ASPHALT SPOOLS, ETC.) HAVE BEEN SATISFACTORY REMOVED FROM ALL PLANTING AREAS. DO NOT BEGIN WORK UNTIL UNSATISFACTORY CONDITIONS HAVE BEEN CORRECTED.

FINISH GRADES:
FINE GRADE AND REMOVE ROCKS, DEBRIS, AND FOREIGN OBJECTS OVER 2 INCHES DIAMETER FROM TOP SURFACE OF PREPARED LANDSCAPE AREAS. FINISH ELEVATIONS TO BE DEFINED AS 3 INCHES BELOW CURBS, WALKS AND/OR OTHER ADJACENT HARDSCAPE FOR ALL PLANTING BED AREAS AND 1-INCH BELOW CURBS, WALKS AND/OR OTHER ADJACENT HARDSCAPE FOR ALL LAWN AREAS. FINISH GRADE REFER TO GRADES PRIOR TO INSTALLATION OF MULCH OR LAWN. ALL FINISH GRADES TO BE SMOOTH EVEN GRADES, LIGHTLY COMPACTED, AS SHOWN ON THE PLANS AND DETAILED. PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDINGS AND STRUCTURES. SITE CIVIL DRAWINGS IDENTIFY FINAL ELEVATIONS. MOISTEN PREPARED AREAS BEFORE PLANTING IF SOIL IS DRY. WATER THOROUGHLY AND ALLOW SURFACE TO DRY BEFORE PLANTING. DO NOT CREATE MUDDY SOIL.

TREES AND SHRUBS:
ARRANGE TREES AND SHRUBS ON SITE IN PROPOSED LOCATIONS PER DRAWINGS. EXCAVATE PIT, PLANT AND STAKE OR GUY, AS CALLED OUT AND DETAILED. ALL TREES, SHRUBS, AND SUPPORTS TO STAND VERTICAL. BACKFILL SHALL BE PIT SPOILS. SETTLE BACKFILL USING WATER ONLY. NO MECHANICAL COMPACTION.

NON-ORGANIC MULCH:
MULCH ALL LANDSCAPE AREAS EXCEPT FOR BARKED TREE RINGS. APPLY SUFFICIENT QUANTITY OR BALL SIZE, AND ESTABLISHES MINIMUM PLANT CONDITION TO BE PROVIDED.

ORGANIC MULCH:
MULCH ALL TREE RINGS IN LAWN, AS SHOWN ON PLAN, APPLY SUFFICIENT QUANTITY TO PROVIDE A 3-INCH DEPTH, SPREAD THROUGHOUT AREAS SHOWN ON THE LANDSCAPE PLANS; 100% COVERAGE; STAPLE WEED BARRIER FABRIC TO SUB-GRADE PER MANUFACTURER'S RECOMMENDATIONS.

BENCHES:
INSTALL PER MANUFACTURE'S SPECIFICATION ON A CONCRETE SLAB. PROVIDE ALL MATERIALS NECESSARY FOR COMPLETE INSTALLATION.

TABLE:
INSTALL PER MANUFACTURE'S SPECIFICATION ON A CONCRETE SLAB. PROVIDE ALL MATERIALS NECESSARY FOR COMPLETE INSTALLATION.

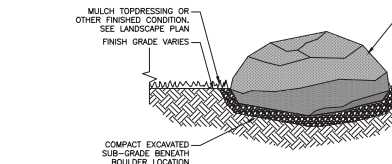
GAZEBO:
LOCATION OF GAZEBO IS APPROXIMATE AND IT MAY BE NECESSARY TO RELOCATE PENDING FIELD INVESTIGATION. CONTRACTOR TO DESIGN-BUILD FOOTING/POST OR REQUIRED ATTACHMENT TO SUBGRADE. DO NOT SURFACE MOUNT TO CONCRETE PAD UNLESS THUS NOTED. AFTER ALL INSTALLATION PER MANUFACTURE'S SPECIFICATION. PROVIDE ALL MATERIALS NECESSARY FOR COMPLETE INSTALLATION.

FENCING:
SEE DETAIL ON SHEET L-3.

MOW CURB:
SEE DETAIL ON SHEET L-3.

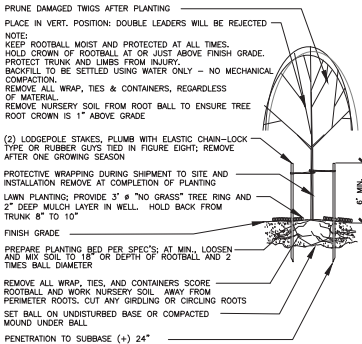
CLEANUP AND PROTECTION:
DURING LANDSCAPE WORK, KEEP ALL PAVEMENT CLEAN AND WORK AREAS IN AN ORDERLY CONDITION. PROTECT LANDSCAPE WORK AND MATERIALS FROM DAMAGE DUE TO LANDSCAPE OPERATIONS AND TRESPASSERS. MAINTAIN PROTECTION DURING INSTALLATION AND MAINTENANCE PERIOD. TREAT, REPAIR, OR REPLACE DAMAGE LANDSCAPE WORK AS DIRECTED BY THE OWNER.

PLANTING MAINTENANCE:
PROVIDE FULL MAINTENANCE BY SKILLED EMPLOYEES OF LANDSCAPE INSTALLERS. CONTRACTOR TO MAINTAIN PLANTINGS THROUGH COMPLETED INSTALLATION, AND UNTIL ACCEPTANCE OF LANDSCAPE INSTALLATION. PLANTING MAINTENANCE TO INCLUDE WATERING, WEEDING, CULTIVATING, TIGHTENING AND REPAIRING OF TREE GUYS, RESETTling PLANTS TO PROPER GRADES OR POSITION, RE-ESTABLISHING SETTLED GRADES AND MOWING LAWNS WEEKLY AFTER LAWN ESTABLISHMENT. HERBICIDE IS NOT RECOMMENDED FOR ONE YEAR FOLLOWING LANDSCAPE INSTALLATION. INCLUDE REPLACEMENT OF DEAD PLANTS AND PLANTS SHOWING LOSS OF 40 PERCENT OR MORE OF CANOPY.



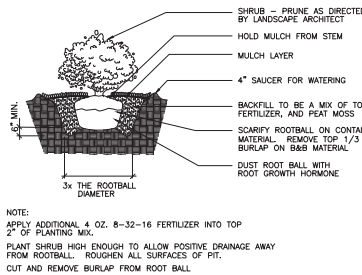
BOULDER IN LANDSCAPE DETAIL

NOT TO SCALE



DECIDUOUS TREE PLANTING/STAKING DETAIL

NOT TO SCALE

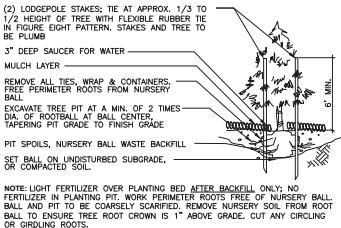


SHRUB PLANTING DETAIL

NOT TO SCALE

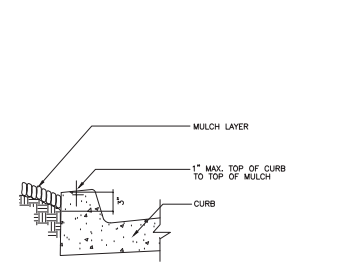


BOULDERS FROM GENEVA ROCK



EVERGREEN TREE PLANTING/STAKING DETAIL

NOT TO SCALE



MULCH AT CURB DETAIL

NOT TO SCALE



ROCK MULCH FROM GENEVA ROCK

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Know what's below.
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THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION OF UTILITIES SHOWN ON THESE PLANS IS BASED ON RECORD DRAWINGS, RECORDS OF THE UTILITY LOCATIONS, AND FIELD SURVEY. ASSURANCE OF THE UTILITY LOCATION, DEPTH, AND TYPE OF UTILITY IS THE RESPONSIBILITY OF THE UTILITY OWNER. CONSULT THE UTILITY OWNER FOR UTILITY LOCATION, DEPTH, AND TYPE OF UTILITY. THE CONTRACTOR MUST CONTACT THE APPROPRIATE UTILITY OWNERS AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF UTILITIES.

RIVERDALE TOWNHOME PROJECT
NWC 4400 S ST AND S 700 W
ODGEN, UT 84405

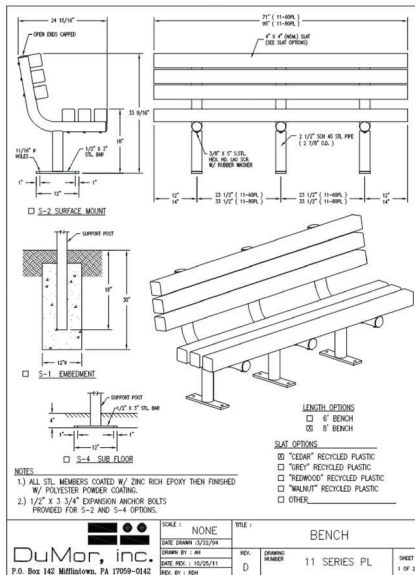
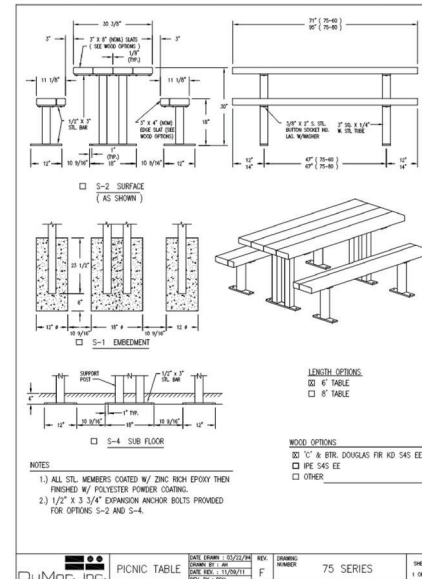
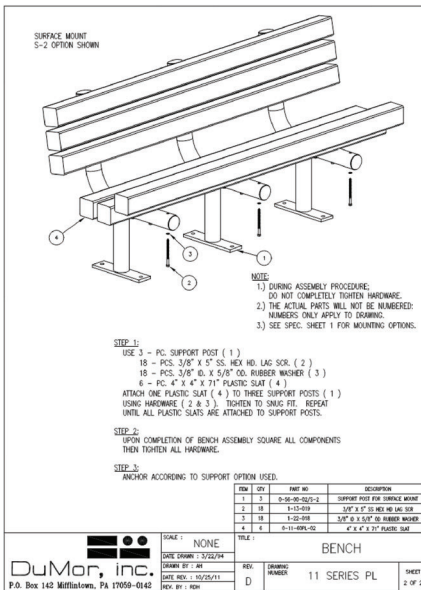
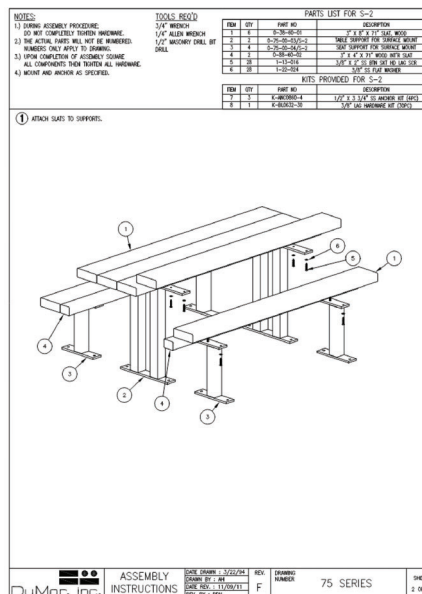
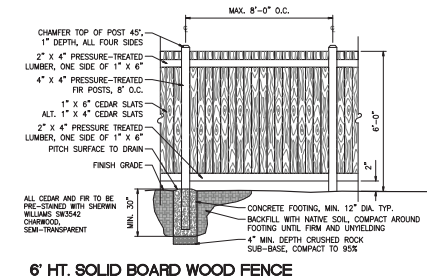
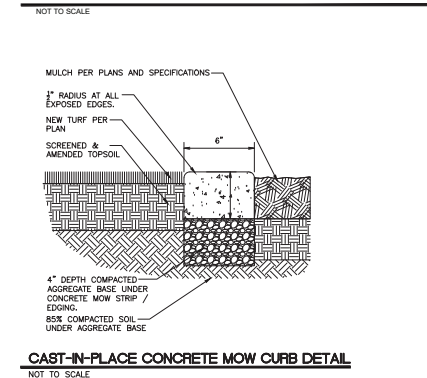
FORZA COMMERCIAL
2180 S. 1300 E., STE 240
SALT LAKE CITY, UT 84106

REV.	DATE	COMMENT	BY
1	07/01/20	CITY REVIEW COMMENTS	TCL
4	08/04/20	CITY REVIEW COMMENTS	TCL
5	08/24/20	CITY REVIEW COMMENTS	TCL

Drawn: TCL
Reviewed: JWM
Sheet Date: 08/24/2026
Proj. Number: 24182

LANDSCAPE NOTES AND DETAILS

LANDSCAPE DETAILS



18215 72nd Avenue South
Kent, WA 98032
855.CSG.1999

www.core-states.com



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THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON DESIGN DRAWINGS, RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. CORESTATES, INC. DOES NOT GUARANTEE THAT LOCATIONS SHOWN ARE EXACT. THE CONTRACTOR MUST CONTACT THE APPROPRIATE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF UTILITIES.

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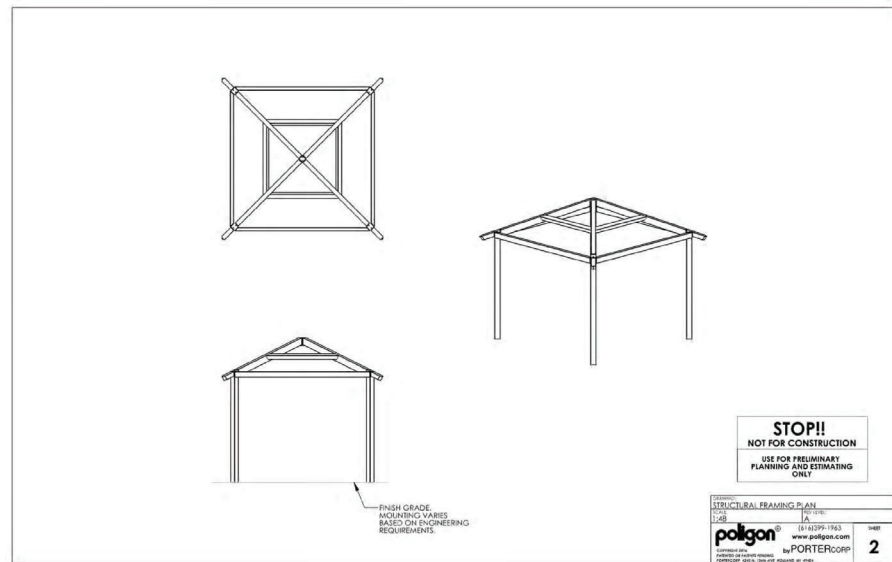
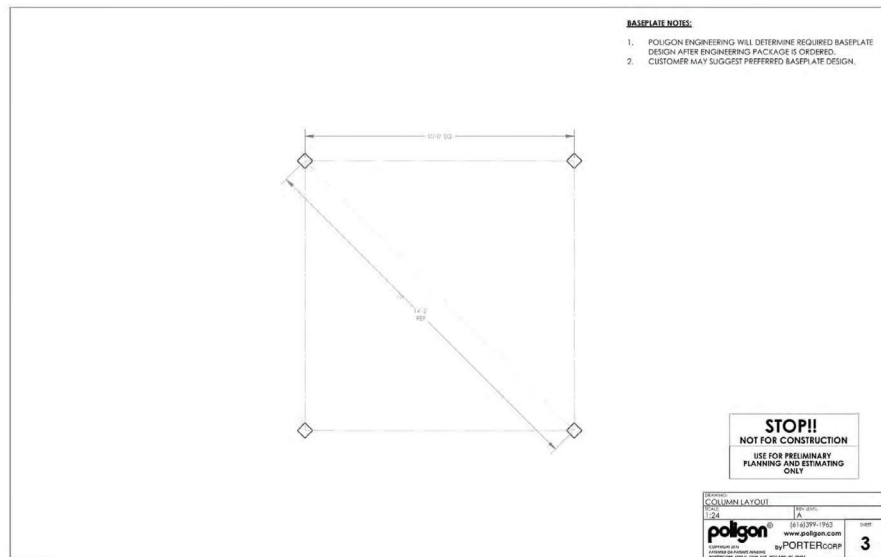
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SALT LAKE CITY, UT 84106

REV	DATE	COMMENT	BY
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4	08/04/26	CITY REVIEW COMMENTS	TCL
5	08/24/26	CITY REVIEW COMMENTS	TCL

Drawn: TCL
Reviewed: JVM
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LANDSCAPE DETAILS

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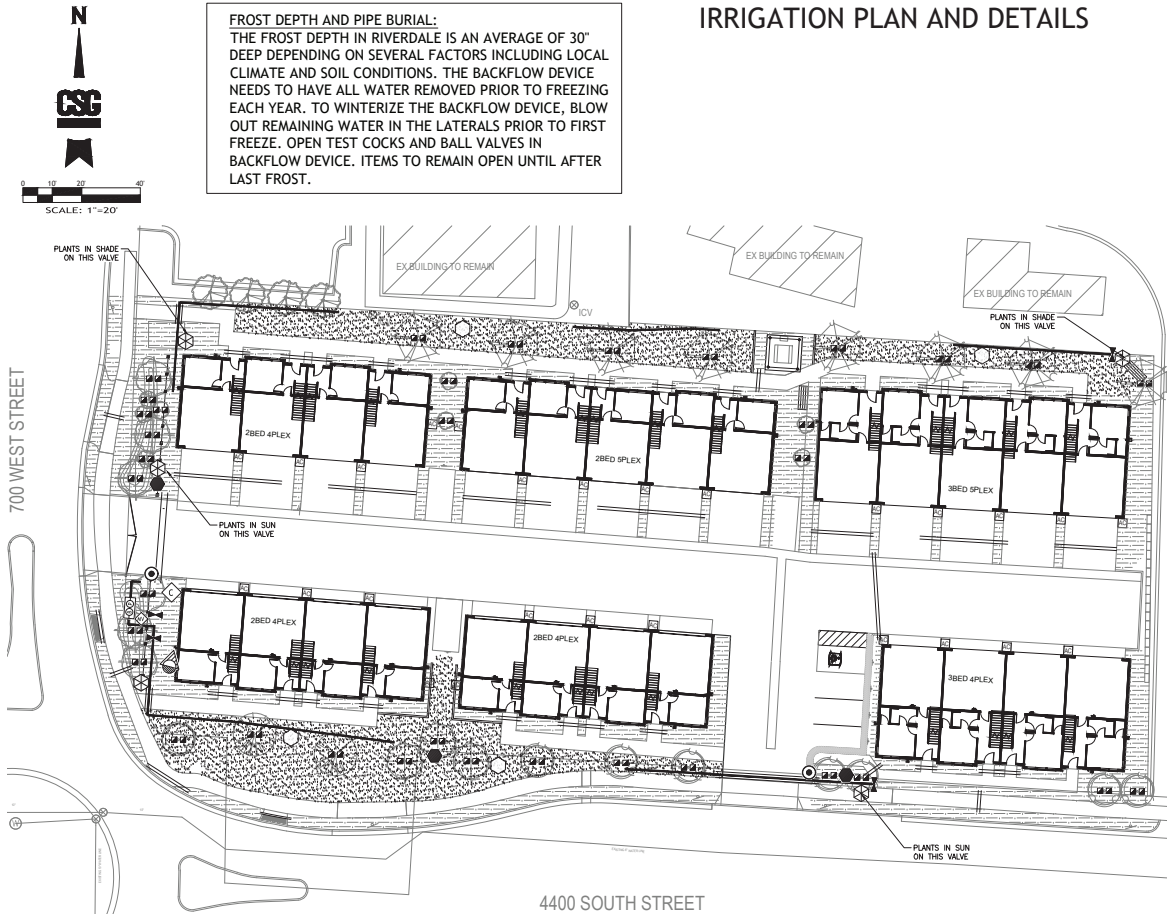
Drawn: TCL
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LANDSCAPE DETAILS

L-4

IRRIGATION PLAN AND DETAILS

FROST DEPTH AND PIPE BURIAL:
THE FROST DEPTH IN RIVERDALE IS AN AVERAGE OF 30" DEEP DEPENDING ON SEVERAL FACTORS INCLUDING LOCAL CLIMATE AND SOIL CONDITIONS. THE BACKFLOW DEVICE NEEDS TO HAVE ALL WATER REMOVED PRIOR TO FREEZING EACH YEAR. TO WINTERIZE THE BACKFLOW DEVICE, BLOW OUT REMAINING WATER IN THE LATERALS PRIOR TO FIRST FREEZE. OPEN TEST COCKS AND BALL VALVES IN BACKFLOW DEVICE. ITEMS TO REMAIN OPEN UNTIL AFTER LAST FROST.



IRRIGATION SCHEDULE

DESCRIPTION

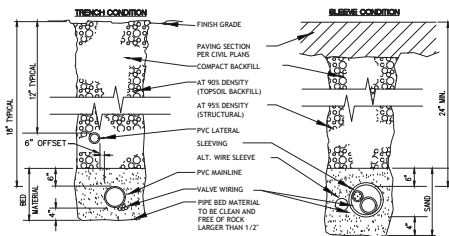
ROOT WATERING SYSTEM:	RAINING RIVER-CANAL 36" ROOT ZONE WATERING SYSTEM	MIN. PSI	EMITTER SPACING	EMITTER GPM
■	2 EMITTERS PER TREE. SEE DETAIL TREE SET	20	AS SHOWN ON PLAN	50
DRIP IRRIGATION:	HUNTER LANDSCAPE DRIPLINE COMPONENTS			
HUNTER 10L-09-12-250-CV SUB-SURFACE DRIPLINE TUBING @ 6 GPM PRESSURE COMPENSATING EMITTERS WITH CHECK VALVE AT 12" ON-CENTER SPACING - ALL TUBING SHALL BE INSTALLED ON GRADE W/ 1" WIRE STAKES FOUR (4) FEET ON-CENTER. VERIFY THE LAYOUT AND 12" ON-CENTER SPACING IN THE FIELD PRIOR TO STARTING WORK. INSTALL ALL COMPONENTS PER MANUF. SPECIFICATIONS.				
	USE HUNTER PLD-LOC FITTINGS FOR CONNECTION BETWEEN PVC LATERAL LINES AND INLINE DRIP TUBING			
SPRINKLER HEADS:	HUNTER AIR ROTATOR WITH PRO-SPRAY POP-UP BODY AND CV DRAIN CHECK VALVE, 4" LAWN, 6" SHRUB			
SYMBOL	NOZZLE	PSI	GPM	RADIUS
	HUNTER-AQ AND 6H, H, Q, SERIES	30	0.98, 0.51	6'
	HUNTER-1000 8-15 F, TH, TT, H, Q, SERIES	35	0.45, 0.48, 0.37, 0.32, 0.16	6'
	HUNTER-1000 8-15 F, TH, TT, H, Q, SERIES	35	0.45, 0.48, 0.37, 0.32, 0.16	10'
	HUNTER-1000 8-15 F, TH, TT, H, Q, SERIES	35	0.45, 0.48, 0.37, 0.32, 0.16	12'
	HUNTER-3000 13-21 F, TQ, TT, H, Q, SERIES	30	1.29, 0.95, 0.74, 0.63, 0.33	15'
	HUNTER-ESSIS, 55530 SERIES	35	1.41, 0.65	5x10 5x15
	HUNTER-3000 22-30 F, TQ, TT, H, Q, SERIES	35	2.88, 2.19, 1.68, 1.44, 0.69	0.43 22'

- ADDITIONAL EQUIPMENT:**
- HUNTER ICV SERIES ELECTRIC REMOTE CONTROL VALVE WITH (1) STATION ICV-100 DECODER AND ACCU-SYNC ADJUSTABLE PRESSURE REGULATING ORAL VALVE SIZE PER MANUFACTURER'S RECOMMENDATIONS TO MINIMIZE PRESSURE LOSS. MAXIMUM 2 VALVES PER VALVE BOX.
 - VALVE FOR TREE BUBBLER IRRIGATION, HANDBRO KEZ-100-RPT 1" MEDIUM FLOW ELECTRIC REMOTE CONTROL VALVE. INSTALL IN CARBON TRUST BLACK COLORED FOR TREE, SHRUB, AND GROUND COVER VALVES.
 - DRIP IRRIGATION: KEZ-100/151-AL REMOTE CONTROL DRIP ZONE KIT WITH FILTER AND PRESSURE REGULATOR. MAXIMUM 2 VALVES PER BOX.
 - HUNTER SOLAR SYNC WIRE IN-SHIN SENSOR CROWD
 - RAINWING 8" SPLICE 1" WATER VALVE (NORMALLY CLOSED) AND 1" FLOW SENSOR. SEE DETAIL TREE SET. WIRE FLOW SENSOR BACK TO CONTROLLER WITH PE-39 DATA CABLE.
 - ION CONTROLLER, SET UP MASTER VALVE WATER-WINDOW DURING DAYTIME HOURS SO HANDBRO IS PRESSURIZED FOR USE OF QUICK COUPLERS.
 - HUNTER PRO-C CONTROLLER: PROVIDE GROUND AND BATTERIES PER MANUFACTURER'S SPECIFICATIONS.
 - WELBROS 950 XLT-1-1/2" DOUBLE CHECK VALVE (STATE APPROVED); TEST AND CERTIFICATION BY LICENSED BACKFLOW TESTER.
 - WELBROS 80" BALL VALVE. SEE TO MATCH PIPING.
 - CARSON INDUSTRIES #1730 (TWO AT P.O.C.) GRADE LEVEL VAULT WITH BOLT LOCK LID.
 - PLASTIC BALL VALVE, MATCH LINE SIZE, IN VALVE BOX.
 - HUNTER H2-300LC 3/4" QUICK COUPLING VALVE. IN VALVE BOX, PROVIDE TWO KEYS AND SHIELDS.
 - MAINLINE - SCH 40 PVC (18" COVER); SIZE PER PLAN, 1-1/2" SIZE MINIMUM.
 - LATERAL - SCH 40 PVC (12" COVER); SIZE PER PLAN, 3/4" SIZE MINIMUM (NOT SHOWN, FOR INFORMATIONAL PURPOSES ONLY.)
 - SLEEVE - SCH 40 PVC, 24" MINIMUM COVER AT VEHICLE CROSSINGS AND 18" MINIMUM COVER IN LANDSCAPE AREAS. 6" SIZE WHERE IRRIGATION MAINLINE TRAVELS THROUGH PIPE, 4" SIZE WHERE ONLY LATERALS TRAVEL THROUGH PIPE.

IRRIGATION SHOWN DIAGRAMMATICALLY FOR PLAN CLARITY. COMMON TRENCH AND PLACE EQUIPMENT IN LANDSCAPE; HANDLED GROUNDED VALVES IN ADJACENT DRIVE AREAS WHERE FEASIBLE.

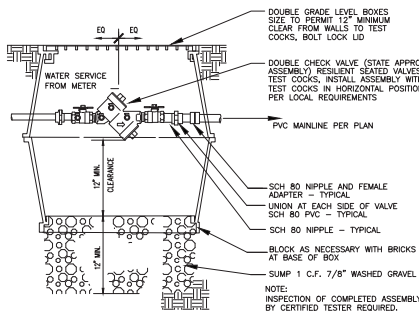
SCH 40 PIPE SIZING CHART

PIPE SIZE	3/4"	1"	1 1/4"	1 1/2"	2"	2 1/2"
FLOW GPM	1-8	8.5-13	13.1-23	23.1-32	32.1-53	53.1-74
						GPM (MAX.)



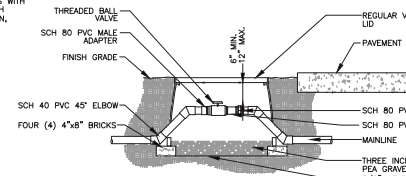
SLEEVE/TRENCHING DETAIL

NOT TO SCALE



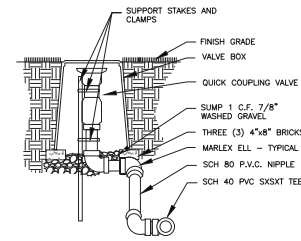
CHECK VALVE ASSEMBLY DETAIL

NOT TO SCALE



BALL VALVE DETAIL

NOT TO SCALE

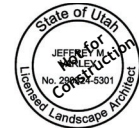


QUICK COUPLING VALVE DETAIL

NOT TO SCALE

18215 72nd Avenue South
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IRRIGATION PLAN AND DETAILS

When Recorded, Return to:
Riverdale City
Community Development Office
4600 S. Weber River Drive
Riverdale, Utah 84405

Affecting Tax Parcels: 060150070

DEVELOPMENT AGREEMENT
FOR A PLANNED DEVELOPMENT (PD) PROJECT

Affecting Tax Parcel(s): 060150070

THIS DEVELOPMENT AGREEMENT FOR A PLANNED RESIDENTIAL UNIT DEVELOPMENT (PRUD) PROJECT, hereinafter referred to as "the **Agreement**," entered into this _____ day of 20____, between **RIVERDALE CITY**, a municipal corporation organized and existing under the laws of the State of Utah and Weber County, Utah (the "**City**"), and **KMM PERMIAN, LLC**, a Utah limited liability company, including its successors or assigns (the "**Developer**"), individually a "**Party**" or collectively the "**Parties**".

RECITALS

WHEREAS, Developer represents that it is currently the owner of the property located at 670 W, 4400 S, Riverdale, Weber County, Utah (the "**Property**"), as more generally described and attached hereto and incorporated herein by this reference as Exhibit A – The Property, and

WHEREAS, Developer has presented to the City a subdivision plat and site plan for development of a 26-unit for-sale townhome Project for the Property (collectively the "**Project**"), attached hereto and incorporated herein by this reference as Exhibit B – The Project, which provides for development of the Property in a manner consistent with the Riverdale City General Plan and City Code; and

WHEREAS, the Property is governed under the R-5 – Multiple Family Residential zone; and

WHEREAS, the Property contains approximately 1.26 acres and is eligible for consideration of a Planned Development ("**PD**") designation under *Riverdale City Code Chapter 10-22*, as amended by Ordinance No. 1014, effective October 6, 2026; and the Planning Commission, acting as the Administrative Land Use Authority, approved a waiver of the three-acre minimum residential PD site area on October 13, 2026, upon finding that the Project demonstrates exceptional redevelopment merit, and the City Council adopted Ordinance No. _____, effective October 20, 2026, applying the PD designation to the Property, and approved this Agreement on October 20, 2026, subject to the approved Project plans and conditions of approval;

WHEREAS, the City is willing to grant approval of the Project with a Planned Development ("**PD**") overlay pursuant to City Code §10-22, et. seq., upon approval of a final Project plat and site plan, and to authorize the development of the Project in conformance with this Agreement, the City Code, and applicable Utah law.

WHEREAS, the purpose of this Agreement is to define the development standards, conditions and improvements, and other terms and conditions pursuant to which the Project and site

plan proposed by Developer is to be developed within the City.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

TERMS AND CONDITIONS

1. GENERAL DESCRIPTION.

A. Area Description of Project. The Property upon which the Project shall be developed is located at approximately 670 W 4400 S, Riverdale, Utah, and consists of approximately 1.26 acres, as shown in Exhibit A. The Property is further described as parcel nos. 060150070.

B. Project Description. The Project proposed by Developer is a common open space Project containing private drives and infrastructure, except as otherwise defined herein, which will consist of 26 residential townhome lots.

2. VESTED RIGHTS AND RESERVED LEGISLATIVE POWERS

A. City's Vested Laws. The development of the Property shall be governed by the ordinances, standards, codes, regulations, and policies of the City in effect on the Effective Date of this Agreement (collectively, the "**Vested Laws**"), including, without limitation, all provisions of the City's zoning ordinance, Project ordinance, design guidelines, and engineering standards applicable to the zoning district established by this Agreement. For purposes of this Agreement, Vested Laws means the City's duly adopted land use regulations and applicable development standards in effect on the Effective Date that govern the approved Project's permitted uses, residential density, lot dimensions, setbacks, building height, parking, open space, landscaping, architectural design, and required infrastructure improvements. The Vested Laws include applicable provisions of Riverdale City Code Title 10, Chapter 22, and the City's adopted engineering standards applicable to the Project, except as expressly modified through the approved PD overlay ordinance, this Agreement, and the approved Project plans incorporated herein. General administrative policies, fee schedules, and requirements governing ongoing operation, maintenance, and utility service are not included in the Vested Laws merely because they exist on the Effective Date. Nothing in this Agreement waives any statutory vested right established before the Effective Date unless the waiver is expressly identified in this Agreement and agreed to by Developer.

B. Approved Development Rights. Subject to this Agreement, the approved Project plans, applicable conditions of approval, and Utah law, Developer may develop and construct the approved Project during the term of this Agreement in accordance with the Vested Laws and the development standards expressly established herein. These rights are specific to the approved Project and do not authorize additional units, different uses, material changes to the approved plans, or development that fails to satisfy applicable approval conditions. Developer shall proceed with reasonable diligence as required by Utah Code Ann. § 10-20-902. This Agreement does not replace any required subdivision, site plan, building, engineering, or other permit or approval.

C. Express Modifications and Approval. Any departure from otherwise applicable land use regulations authorized by this Agreement shall be expressly identified in this Agreement

or its incorporated exhibits. To the extent this Agreement permits a use or development otherwise prohibited by applicable land use regulations, approval shall comply with Utah Code Ann. §§ 10-20-508(2)(a)(iii) and 10-20-502, including applicable notice, public hearing, and Planning Commission review and recommendation requirements. The expressly approved departures shall apply only to the Property and Project. Matters not specifically addressed by this Agreement remain subject to applicable law and land use regulations.

D. Subsequently Adopted Requirements. Except as expressly provided in this Agreement or permitted by applicable Utah law, subsequently adopted City land use regulations shall not alter the vested development standards governing the approved Project during the term of this Agreement. Applicable state and federal laws, and building, fire, and other construction codes, shall apply according to their legally prescribed effective dates and applicability requirements. Requirements governing ongoing property maintenance, nuisance abatement, utility service, and public health and safety shall apply to the extent authorized by law. City fees shall be governed by the Fees and Exactions section of this Agreement and applicable law. Administrative procedures may be updated as permitted by law, but procedural changes shall not be used to impose substantive development requirements inconsistent with protected vested rights. Developer may elect in writing to comply with a subsequently adopted development standard, subject to any necessary amendment or approval.

E. Reserved Legislative Powers. Nothing in this Agreement limits the City's authority to enact land use regulations or take actions authorized by Utah Code Ann. § 10-8-84, as reserved by Utah Code Ann. § 10-20-508(2)(a)(i). The application of subsequently adopted regulations or other governmental actions to the Project shall remain subject to Developer's protected vested rights and the exceptions recognized by Utah Code Ann. § 10-20-902 and applicable Utah common law, including the compelling, countervailing public interest exception. Any reliance on that exception shall be supported by findings and procedures required by applicable law. The City shall provide any notice and opportunity to be heard required by law. This Agreement does not restrict lawful emergency action or establish additional prerequisites to the exercise of authority that the City cannot lawfully limit by contract.

3. **DEVELOPMENT OF THE PROJECT**

A. Approved Maximum Residential Units. The maximum residential units in the Project shall be twenty-six (26) attached residential dwelling units ("RDU"), commonly known as townhomes, with a development density of 20.63 units per acre. Additional allowed uses include usable privately owned open space, recreation facilities, such as a pavilion or barbeque area, or other uses which provide a service only for the residents of the Project.

B. Developer's Election to Proceed. Developer is not obligated to commence construction of the Project. However, Developer's election to delay, discontinue, or omit construction shall not relieve Developer of obligations incurred through subdivision plat recordation, commencement of development activity, sale of a lot or dwelling, or implementation of an approval. Developer shall complete the Project by the applicable completion deadlines, including facilities necessary to serve completed or occupied portions of the Project. Any proposal to omit an approved improvement or amenity shall require approval through the applicable amendment procedures. If work is discontinued, Developer shall secure and stabilize the site, maintain safe access and drainage, and correct conditions requiring action under applicable law.

C. Order of Development. The Project shall be developed as a single phase unless a different phasing plan is approved through the applicable land use and Agreement amendment procedures. Before subdivision plat recordation or commencement of development activity, Developer shall obtain all required approvals and complete or secure required improvements as authorized by Utah law and the Approved Site Plans. Building permits may be issued when applicable land use approvals, building and fire code requirements, and lawful completion-assurance requirements have been satisfied. Before occupancy of any dwelling, the dwelling shall have operational utility services, approved emergency access, and all other improvements required for its safe and lawful occupancy. Required common amenities shall be completed before the first certificate of occupancy unless their deferral is expressly approved and secured in accordance with Riverdale Code Chapter 10-22 and applicable law. Remaining improvements shall be completed by the deadlines established in the Approved Site Plan, this Agreement, and the Financial Guarantee Agreement. No permit or certificate shall be withheld solely for incomplete improvements where withholding is prohibited by Utah law.

D. Maintenance of Open Space. All open space shall be privately owned and maintained by an entity other than the City and shall be maintained consistent with City standards as updated from time-to-time in the City's Future Laws. For purposes of this Section 3.D, "an entity other than the City" may include, but need not be, a master homeowners association, a neighborhood homeowners association, or other private entity or corporation.

E. Issuance of Permits. Developer shall have the sole responsibility for obtaining and/or seeing that all necessary permits are obtained and shall make application for such permits directly to the Riverdale City Community Development Department and other appropriate departments and agencies. Developer shall timely submit and, prior to the date scheduled for construction, obtain building permit(s), and engineering permits as required, and thereafter diligently prosecute such work as is authorized in such permits. Failure to timely file and to diligently pursue the issuance of all permits shall be a breach of this Agreement and grounds for termination of this Agreement at the option of the City and the exercise of the remedies contained herein.

F. Term. This Agreement shall become effective upon execution by both Parties or the approval of the City Council, whichever occurs later. The contractual right to undertake new development under this Agreement shall continue for two (2) years from the Effective Date unless extended through a written amendment approved by the City Council. This term does not extend the expiration date of any separate land use approval or permit. Completion of public improvements alone shall not terminate this Agreement. Expiration shall not extinguish accrued obligations, outstanding completion requirements, warranty obligations, or enforcement rights, nor shall it independently revoke a valid approval or permit or eliminate rights protected by Utah law.

G. Continuing Obligations. The use restrictions, density limits, approved architectural and site requirements, open-space protections, easements, HOA obligations, maintenance requirements, and reserve-funding obligations established by this Agreement shall survive expiration and bind the Property and applicable successors as provided in the recorded instruments and Utah law. Developer's outstanding construction, correction, warranty, and financial obligations shall continue until fulfilled or expressly released in writing by the City through applicable procedures. The separate Financial Guarantee Agreement, Public Water Supply Agreement, and long-term stormwater maintenance agreement shall remain effective according to their respective terms. Transfer of ownership shall not release Developer from an

accrued obligation unless the City expressly approves that release in writing.

H. Homeowner's Association/CC&R's. Developer shall, prior to the recordation of the final subdivision plat, establish a Homeowners Association ("HOA") to own, manage, and maintain all common areas, private roads, landscaping, open space, utilities, and amenities within the Project in accordance with this Agreement and applicable City ordinances. The HOA shall be organized as a nonprofit corporation under the laws of the State of Utah and shall be registered with the State of Utah and Riverdale City prior to recordation of the final plat.

The HOA's Covenants, Conditions, and Restrictions ("CC&Rs"), and any bylaws or governing documents, shall be subject to review and written approval by the City Attorney and the Community Development Director prior to recordation, to ensure compliance with the City's requirements, maintenance standards, and the provisions of this Agreement. The CC&Rs shall provide that the HOA is responsible for the perpetual maintenance of all common areas and private improvements and that such maintenance shall be performed by an independent qualified contractor or property maintenance company, that membership in the HOA is mandatory for all property owners, and that the HOA shall have the power to assess and collect dues sufficient to meet its obligations.

Developer shall file proof of registration of the HOA with the State of Utah and Riverdale City within thirty (30) days of incorporation and shall maintain such registration in good standing with annual renewals thereafter. The HOA shall not be dissolved or materially altered without the prior written consent of the City. The City shall have the right to review the HOA's annual registration status and governing documents to ensure continued Compliance with this Agreement and applicable law.

I. Maintenance Reserves and Private Infrastructure. Before conveyance of any lot or dwelling unit to a purchaser, Developer shall establish and fund separate HOA reserve accounts for private streets and privately owned water, sanitary sewer, and storm drainage facilities serving the Project. Initial funding amounts and continuing contribution schedules shall be based on a reserve study prepared by a qualified professional or an engineer's estimate acceptable to the City Engineer and Public Works Director, identifying the facilities, their condition and anticipated useful lives, projected maintenance and replacement costs, and the funding necessary to meet those obligations. Developer shall submit the study or estimate and provide evidence of the required initial deposits to the City before the first conveyance. The CC&Rs shall require the HOA to maintain the reserves, collect assessments sufficient to fund the approved contribution schedules, review reserve adequacy annually, and update the study or estimate at least every three years. Reserve funds shall be used only for the maintenance, repair, and replacement of the facilities for which they were established. Developer shall convey the common facilities to the HOA, clearly identify ownership and maintenance responsibilities in the recorded plat and CC&Rs, provide required utility and emergency-access easements, and execute and record a City-approved long-term stormwater maintenance agreement. The HOA shall maintain a current contract with a qualified contractor for emergency repairs to private streets and utility systems connected to City infrastructure and provide a copy to the City annually. Before each initial or subsequent sale, the seller shall provide the purchaser with a City-approved written disclosure identifying the privately maintained facilities and the purchaser's responsibility for assessments and replacement costs and obtain the purchaser's written acknowledgment. The HOA shall perform applicable backflow-device and private fire-hydrant inspections and testing and maintain the required records. These obligations shall survive completion of construction and expiration of this Agreement and shall not transfer ownership or maintenance responsibility to the City.

4. DEVELOPMENT STANDARDS AND GUIDELINES

A. Adoption of Development Standards. The City hereby adopts, as the development standards and guidelines for the Project (the “**Development Standards**”), the following in addition to all other applicable portions of the City Code and the adopted *Construction and Development Standards - Technical Specifications and Drawings* (2026):

a. *Approved Site Plan*. The approved site plan (the “**Approved Site Plan**”) for the Project, attached hereto and incorporated herein by this reference as Exhibit C – The Approved Site Plan, has been formally submitted and has received approval by the City and includes the following parameters: (a) Open Space (as defined herein) – approximately 12,415 square feet; (b) lot size – between 694 square feet and 896 square feet; and (c) a final subdivision plat depicting the lot sizes and overall Project layout of the Site Plan as shown in Exhibit C.

b. *Streets*. All streets, drives, and access ways within the Project that are not expressly dedicated to the City shall be deemed private streets and shall remain the property and maintenance responsibility of the Developer or HOA in perpetuity. Developer shall clearly identify all private streets on the final Project plat, and such designation shall be recorded with the plat and referenced in the HOA’s CC&Rs.

The HOA shall be responsible for all maintenance, repair, resurfacing, snow removal, lighting, signage, and drainage associated with the private streets, in accordance with City standards. The City shall have no obligation to maintain, repair, or reconstruct any private street within the Project. The HOA shall grant the City, its agents, and emergency service providers a perpetual non-exclusive easement for ingress, egress, and the provision of municipal and emergency services.

Except as provided for herein, the Developer shall construct all private streets to City design and structural standards to ensure adequate public safety access and long-term durability. Privately owned streets, drives, and access ways shall have a minimum width of 26’, measured from face of curb to face of curb. No private street shall be gated or restricted in a manner that limits emergency or municipal access without prior written approval of the City. The HOA shall not amend or dissolve the private-street maintenance obligations without prior written consent of the City.

c. *Setbacks*. The following requirements for the Project shall apply in lieu of standard requirements of the R-5 zoning district:

- (i) Minimum Lot Width: 21 feet
- (ii) Minimum Front Yard Setback: 7 feet
- (iii) Minimum Side Yard Setback: 6 feet (between buildings)
- (iv) Minimum Rear Yard Setback: 17 feet
- (v) Maximum Building Height: 33 feet
- (vi) Open Space Requirement: At least 20 percent of lot area

d. *Landscape Plan/Maintenance*. Developer shall install all public and private landscaping, irrigation systems, and open-space improvements shown on the approved Site Plan prior to issuance of any certificate of occupancy for the Project, unless otherwise approved in writing by the City. All landscaped areas, open spaces, park strips, and common areas shall be owned, operated, and maintained by the HOA in accordance with the approved plans and City standards.

The HOA shall maintain all landscaped areas in a healthy and orderly condition, including mowing, irrigation, tree replacement, weed control, and repair of irrigation systems. Landscaping may

be irrigated using secondary or pressurized irrigation water where culinary water is unavailable and shall comply with the City's water conservation and landscape design standards. Failure to maintain landscaping or irrigation systems shall constitute a default under this Agreement and may result in City enforcement action, including correction and cost recovery as authorized by ordinance.

e. *Screening.* Developer shall provide screening, buffering, and fencing consistent with the approved Site Plan to protect adjacent residential and nonresidential uses. Screening shall include a combination of decorative fencing consisting of vinyl, iron, or wood, walls, landscaping, and berming sufficient to soften visual impacts, reduce noise, and maintain neighborhood compatibility. All refuse containers, utility meters, loading areas, mechanical equipment, and parking areas visible from public streets or adjoining properties shall be screened from public view using materials and heights approved by the City. Fences or walls shall not exceed maximum heights allowed by City Code and shall maintain required sight-distance triangles. The HOA shall maintain all required screening and fencing in good repair and appearance. Any modification to screening materials or layout shall require prior written approval by the City's Community Development Director.

f. *Parking.* Developer shall provide fifty-nine (59) approved off-street parking spaces, consisting of two (2) spaces assigned to each of the twenty-six (26) dwelling units and seven (7) common guest spaces, as shown on the approved Site Plan. Assigned and guest spaces shall satisfy applicable dimensions, access, proximity, accessibility, and other requirements of the Approved Site Plan. Guest spaces shall remain available for guest parking and shall not be assigned exclusively to individual units. The HOA shall maintain common parking areas, pavement, striping, signs, lighting, and snow removal and shall enforce restrictions against parking in fire lanes, access aisles, sidewalks, landscaped areas, and other undesignated common areas. Required parking spaces shall remain available for parking and shall not be converted to another use without required City approval. Parking on public streets shall be governed by applicable City traffic and parking regulations. Changes to parking counts, assignments, locations, or access shall follow the applicable amendment procedures.

g. *Project Enhancements/Amenities.* The Project shall include project enhancements and resident amenities designed to promote quality of life, aesthetic value, and community character consistent with the City's General Plan and PD standards. Developer shall install and complete all amenities as shown on the Site Plan within the first phase of development and prior to the issuance of the final certificate of occupancy for the last building in the Project, unless otherwise approved in writing by the City. Amenities shall include, at a minimum, usable open space, pedestrian pathways, landscaped gathering areas, and recreational features such as pavilions, barbeque areas, or similar facilities as approved by the City. All enhancements and amenities shall be constructed to commercial-grade standards and maintained by the HOA in perpetuity. The HOA shall ensure that all common areas and amenities are kept in good repair, safe condition, and available for use by residents of the Project. The HOA shall not remove, replace, or materially alter any amenity without prior written approval from the City's Community Development Director. Failure to maintain amenities or open space shall constitute a default under this Agreement and may result in City enforcement, correction, and cost recovery pursuant to applicable law.

h. *Architectural Design Standards.* All townhome buildings within the Project shall be constructed in accordance with the approved architectural plans and elevations on file with the City and shall reflect a cohesive architectural theme that complements the surrounding neighborhood and enhances community character. Townhome design shall include a variety of rooflines, façade articulation, and exterior materials to avoid repetition and provide visual interest. Acceptable primary exterior finishes include brick, stone, fiber cement siding, composite siding, architectural metal,

hardwood accents (posts and columns), or other high-quality materials approved by the City. Secondary finishes included stucco or EIFS. Vinyl siding and corrugated metal are prohibited.

Each building shall incorporate distinct architectural detailing, such as window trim, front porches or stoops, and covered entries. Preferred architectural styles include industrial modern, prairie, craftsman, Victorian, and farmhouse design elements. Roof colors and materials shall be consistent throughout the project, but pitches may vary. All visible façades shall receive equivalent architectural treatment. Garages shall be accessed in the rear of the building where possible and recessed or integrated to reduce visual dominance along streetscapes.

Architectural design standards shall be binding on all successors in ownership, and no material modification of the approved architectural plans shall occur without prior written approval by the City's Community Development Director or designee.

i. *Improvement Plan.* As part of the subdivision plat or Site Plan, Developer shall prepare and submit to the City a detailed Improvement Plan for review and approval by the City Engineer, Public Works Director, and Community Development Director and the City's adopted public improvement standards ("**Improvement Plan**"). The Improvement Plan shall include, at a minimum, the design, location, and specifications for all public and private improvements required to serve the Projects, including streets, drive aisles, curb and gutter, sidewalks, storm drainage, culinary and secondary water systems, sanitary sewer, street lighting, traffic control devices, and any other infrastructure elements necessary to provide adequate access and public safety. All improvements shall be designed and constructed in accordance with the City's engineering standards, the approved construction drawings, and the conditions of Project and Site Plan approval. Developer shall be responsible for coordinating utility installation and avoiding conflicts with existing facilities.

Before authorization for subdivision plat recordation, Developer shall obtain approval of the final Improvement Plan and satisfy applicable completion or completion-assurance requirements, as set forth herein. Permit issuance, occupancy, and completion deadlines shall be governed by the Order of Development subsection of this Agreement and applicable Utah law.

Developer shall correct deficiencies identified through City inspections and shall warrant completed improvements for the applicable improvement warranty period established by Utah law. Required completion assurance, warranty security, inspections, acceptance, and releases shall comply with Utah Code Ann. §§ 10-20-807 and 10-20-905 and the separately executed Financial Guarantee Agreement. Completion assurance shall secure unfinished or unaccepted work; warranty security shall secure correction of defects following acceptance. Security shall be reduced or released as required by applicable law, and the same obligation shall not be secured twice. Any additional security required for privately owned utilities under Chapter 10-22 shall be separately identified in the approved security schedule, including its purpose, amount, duration, and release conditions, and shall be required only to the extent authorized by Utah law. Acceptance or inspection of privately owned improvements shall not constitute acceptance of ownership or maintenance responsibility by the City. HOA maintenance reserves are separate from Developer's completion assurance and warranty security and shall remain available for their intended purposes.

j. *Improvement Completion Assurance.* Prior to the issuance of any building permit or commencement of construction activities, Developer shall provide to the City an improvement completion assurance ("**Assurance**") to ensure the satisfactory completion of all required public and site improvements identified in the approved Improvement Plans, including but not limited to streets, curbs, gutters, sidewalks, storm drainage, utilities, landscaping, lighting, and other improvements required under this Agreement or City ordinances.

(i) Form of Guarantee: The Assurance shall be in a form acceptable to the City and consistent with Utah Code Ann. §10-20-807, and may consist of one or more of the following:

- a. A performance bond issued by a surety authorized to do business in Utah;
- b. An irrevocable letter of credit from a financial institution acceptable to the City;
- c. An escrow agreement with a federally insured financial institution; or
- d. Completion of all required public landscaping improvements or infrastructure improvements prior to any vertical development activity or the recordation of the Project plat

(ii) The City shall not require an Assurance for infrastructure improvements that are private and not essential or required to meet the building code, fire code, flood or storm water management provisions, street and access requirements, or other essential necessary public safety improvements in the City's Vested Laws.

5. FEES AND EXACTIONS

A. Fees. Developer shall pay lawful application, review, permit, inspection, impact, connection, and service fees applicable to the Project. Each fee shall be assessed under applicable Utah law, the legally applicable adopted fee schedule, and any express fee provision of this Agreement. Inclusion of development standards in the Vested Laws does not independently freeze fee amounts. Fees shall become due at the stage prescribed by the applicable law or fee schedule, rather than becoming due for the entire Project upon issuance of its first building permit. Water-related obligations governed by the Public Water Supply Agreement, described below, shall be administered under that agreement. The City may withhold a permit, inspection, service connection, or certificate for unpaid fees only to the extent authorized by law. Penalties and interest shall apply only where lawfully authorized.

B. Water Exaction. Developer and the City shall execute a separate Public Water Supply Agreement for the Project, which shall be recorded against the Property in the Office of the Weber County Recorder. That agreement is incorporated herein by reference solely with respect to the water-supply and water-transfer matters it governs. The Parties' obligations concerning required water, applicable credits, conveyance, payment, and performance deadlines shall be governed by the Public Water Supply Agreement, without duplication in this Agreement. In the event of an inconsistency concerning those matters, the Public Water Supply Agreement shall control, subject to applicable law. Compliance with that agreement is an obligation under this Agreement, and expiration of this Agreement shall not terminate or modify the Public Water Supply Agreement. Upon recordation, its recording information shall be maintained in the City's Project file.

6. SUCCESSORS AND ASSIGNS

A. Assignability and Transfers. Assignment of Developer's development rights or performance obligations shall require prior written City Council consent, which shall not be unreasonably withheld, conditioned, or delayed, and a written assumption by the assignee of the

applicable obligations. A transfer to a related entity or joint venture shall remain subject to these requirements if it transfers development rights or responsibility for performance. Sale of an individual completed dwelling or approved residential lot, and financing secured by the Property, shall not alone constitute an assignment requiring Council consent; however, applicable recorded restrictions and maintenance obligations shall remain binding. Before transferring common property or maintenance responsibility to the HOA, Developer shall obtain the HOA's written assumption of its obligations through a recorded declaration, joinder, or other City-approved instrument. No assignment or transfer shall release Developer from accrued obligations or obligations not expressly assumed and released by the City in writing.

B. Other Transactions. Any Party's transfer of all or any part of the Property to any entity "related" to such Party (as defined by regulations of the Internal Revenue Service), any Party's entry into a joint venture for the development of all or any part of the Property, the selling or conveying of lots in the Project or any Party's pledging of part or all of the Property as security for financing shall also not be deemed to be an "assignment" subject to the above referenced approval by the Council unless specifically designated as such by such assigning Party.

7. **DEFAULT**

A. Default and Cure. A Party claiming a material default shall give written notice identifying the obligation breached, the facts supporting the claim, and the corrective action required. The defaulting Party shall have thirty (30) calendar days after receipt to cure. If cure reasonably requires additional time, the defaulting Party shall commence corrective action within that period and diligently complete it under a reasonable written schedule approved by the nondefaulting Party. This cure procedure shall not extend a separately established completion deadline without written approval, alter the notice or draw requirements of a separate security instrument, or restrict emergency action or enforcement authorized by law.

B. Dispute Resolution. Upon either Party's timely written request, the Parties shall meet within twenty-one (21) calendar days to attempt resolution. If unresolved, they shall submit the dispute to nonbinding mediation before pursuing contractual remedies. Unless expressly agreed in writing, discussions or mediation shall not stay performance obligations, suspend lawful enforcement, or toll statutory appeal or filing deadlines. Either Party may seek immediate judicial relief where necessary to preserve rights or prevent injury.

8. **PROVISIONS**

A. Recordation. This Agreement shall be recorded with the Weber County Recorder's Office in the chains of title for the Property.

B. Notices. All Notices, filings, consents, approvals, and other communication provided for herein or given in connection herewith shall be validly given, filed, made, delivered or served if in writing and delivered personally, electronically, or sent by registered or certified U.S. Postal Service mail, return receipt requested, postage prepaid to the addresses listed below each Party's signature below or to such other addresses as either Party may from time to time designate in writing and deliver in like manner ("**Notice**"). Any such change of address shall be given at least ten days before the date on which the change is to become effective.

C. Authority and Ownership. Each Party represents that it has authority to execute this Agreement and that its signatory is authorized to bind it. Developer shall provide evidence of its legal existence, signing authority, and ownership or authority to develop the Property acceptable to the City.

Attorney. Each record owner whose interest is subject to this Agreement shall execute the Agreement or a City-approved consent or joinder. Developer shall obtain any additional consent, joinder, or subordination reasonably necessary to make the agreed restrictions, easements, and obligations effective against the interests intended to be bound. No representation in this Agreement shall substitute for execution by a person whose consent is legally required.

D. Entire Agreement. This Agreement, together with the Exhibits attached hereto, documents referenced herein, and all regulatory approvals given by City for the Property contain the entire Agreement of the Parties with respect to the subject matter hereof and supersede any prior promises, representations, warranties, inducements, or understandings between the Parties which are not contained in such Agreements, regulatory approvals, and related conditions.

E. Amendments and Administrative Implementation. An amendment to this Agreement shall require a written instrument executed by the affected Parties or their authorized successors, approved by the City Council, and recorded against the Property. Any amendment authorizing development otherwise prohibited by applicable land use regulations shall follow the procedures required by Utah Code Ann. §§ 10-20-508 and 10-20-502. Changes to an approved subdivision plat, Site Plan, architectural plan, or phasing plan shall also obtain the approvals required by Chapter 10-22, other applicable City ordinances, and Utah law. Staff may approve implementation details or minor plan corrections only where expressly authorized by the governing ordinances and only when the change does not alter an obligation of this Agreement or an approved condition. Staff approval shall not waive required improvements, reduce required reserves or security, increase approved density, or substitute for approval by the designated land use authority. Where a proposed change affects both this Agreement and an approved plan, both approval procedures shall be completed.

F. Severability. If any of the provisions of this Agreement are declared void or unenforceable, such provision shall be severed from this Agreement. This Agreement shall otherwise remain in full force and effect provided the fundamental purpose of this Agreement and Developer's ability to complete the development of the Project as set forth herein is not defeated by such severance.

G. Governing Law. The laws of the State of Utah shall govern the interpretation and enforcement of this Agreement. The Parties shall agree that the venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Weber County, Utah. The Parties hereby expressly waive any right to object to such choice of law or venue.

H. Remedies. If any Party breaches any provision of this Agreement, the non-defaulting Party shall be entitled to all remedies available both at law and in equity.

I. Attorney's Fees and Costs. If any Party brings legal action either because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and court costs.

J. Binding Effect. The benefits and burdens of this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, legal representatives, successors in interest and assigns. This Agreement shall be incorporated by reference in any instrument purporting to convey an interest in the Property.

SIGNATURES ON FOLLOWING PA

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed, on and as of the day and year first written above.

CITY: Riverdale City,
a Utah Municipal Corporation

By: _____
Braden Mitchell, Mayor

ATTEST:

City Recorder

Mail Notices to:

Riverdale City

Attn: Brandon Cooper

4600 S. Weber River Driv

Riverdale, Utah 84405

bcooper@riverdaleutah.gov

801.394.5541

DEVELOPER: KMM PERMIAN, LLC
a Utah limited liability company

By: _____

Its: _____

Mail Notices to:

PO BOX 17397

Holladay ut 84117

STATE OF UTAH)
)
) :SS
COUNTY OF WEBER)

On this _____ day of _____, 2026, personally appeared before me, _____, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn (or affirmed), did say that he is the _____, a Utah limited liability company, and that the foregoing document was signed by him in behalf of said _____, and that said _____ executed the same.

Notary Public

STATE OF UTAH)
)
) :SS
COUNTY OF WEBER)

Exhibit A

The Property

DRAFT

Exhibit B

The Project

DRAFT

Exhibit C

The Site Plan

DRAFT

When recorded, mail to:

**DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS AND
RESERVATION OF EASEMENTS**

FOR

RIVER~~RSIDE~~ FLAT~~SRDALE~~ TOWNHOMES

A PLANNED ~~RESIDENTIAL UNIT~~ DEVELOPMENT

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND RESERVATION OF EASEMENTS (the "**Declaration**") is made on this _____ day of _____, 2026, by _____, LLC, a Utah limited liability company, ("**Declarant**"), with reference to the following facts:

A. Declarant is the owner of a certain tract of land located in Weber County, State of Utah, which property is more particularly described as follows:

See attached Exhibit "A"

For purposes of development and marketing, the above-described property is intended to be known as "Riverdale Townhomes". In this Declaration, the term "**Property**" shall refer to Property set forth on Exhibit "A" consisting of 26 Lots and Common Area as identified in Exhibit "B", (the "**Plat Map**").

B. Declarant intends to improve the Property by construction thereon of certain residential improvements and common facilities, and to establish thereon a Planned ~~Residential Unit~~ Development, to be managed, operated, and maintained by an incorporated Association of Owners, for the benefit of the Property as a whole.

C. The development of the Property shall be hereinafter refers to the "**Project**". The Owner of each of the Units shall receive fee title to their individual Lot and the residential dwelling thereon, together with all rights associated with membership in RIVERDALE TOWNHOMES OWNERS ASSOCIATION, INC. (the "**Association**").

D. Declarant intends by this document to impose upon the Property mutually beneficial restrictions under a general plan of improvement for the benefit of all of said Units and the Owners thereof.

E. Declarant hereby declares that the Property shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold, and improved, subject to the following declarations, limitations, covenants, conditions, restrictions, and easements, all of which are for the purpose of enhancing and protecting the value and attractiveness of the Property, and the Project, and every part thereof, in accordance with the plan for the improvement, sale, and operation of the Property as a planned unit development. All of the limitations, covenants, conditions, restrictions, and easements shall constitute covenants and encumbrances which shall run with the land and shall be perpetually binding upon Declarant and its successors-in-interest and assigns, and all parties having or acquiring any right, title, or interest in or to any part of the Property or the Project.

Article I.
DEFINITIONS

Section 1.01 Unless otherwise expressly provided, the following words and phrases, when used in this Declaration and in the Project Documents, shall have the following meanings:

- (a) **Articles:** the Articles of Incorporation of the Association, as amended from time to time.
- (b) **Assessment:** that portion of the cost of maintaining, improving, repairing, operating, and managing the Property which is to be paid by the Unit Owners as determined by the Association under this Declaration. Assessments may be designated as Regular Assessments, Extraordinary Assessments, or Special Assessments, as those terms are more specifically defined in Article 6 of this Declaration.
- (c) **Association:** RIVERSIDE FLATSDALE TOWNHOMES OWNERS ASSOCIATION, INC., a Utah nonprofit corporation, formed or to be formed by Declarant, the members of which shall be the Owners of Units in the Project.
- (d) **Board or Board of Directors:** the governing body of the Association.
- (e) **Building:** shall mean and refer to a building or buildings containing Units and comprising a part of the Property.
- (f) **Bylaws:** the Bylaws of the Association as amended from time to time. The initial Bylaws shall be as adopted by the incorporating members of the Board of Directors.
- (g) **Common Areas or Common Facilities:** the parcels and improvements designated as common property on the recorded Plat and associated conveyance instruments, including

~~private streets, common parking, pathways, landscaping, open space, amenities, and privately owned infrastructure assigned to the Association. The Association shall hold title to common-area parcels in trust for the Owners as provided by Utah Code Ann. § 10-20-809. Each Owner's beneficial interest and associated rights shall be appurtenant to the Owner's Lot and shall not be separately conveyed. Common Facilities exclude infrastructure owned by Riverdale City or another utility provider, notwithstanding its location within the Project. Ownership and maintenance boundaries shall be identified in the approved utility plans and recorded instruments. all the real property and improvements located within the Property, other than the Lots and Dwellings, including without limitation, all landscaped areas, driveways, and private roadways and walkways, all of which shall be managed by the Association for the common use and enjoyment of all Owners. The individual Owners within the Project shall own an undivided interest in the Common Areas and Common Facilities as tenants in common, each with an equal undivided interest therein. The undivided interest in the Common Areas shall not be separated from the Unit to which it appertains. The Common Area is designated as such on the Plat Map, as defined below. Common Areas shall also including the private storm sewer, sanitary sewer lines, sewer laterals and other related improvements (the "Sewer Improvements") within the Common Areas to the point that said sewer facilities reach the public sewer system.~~

- (h) **Common Expenses:** the actual and estimated expenses of maintenance improvement, repair, operation, insurance, and management of the Common Area, limited common area and of the exterior and structural components of the Dwellings, expenses of operating and maintaining the private roadways through the Project, expenses of administration of the Association, and any reasonable reserve for such purposes as determined by the Board, and all sums designated Common Expenses by or pursuant to the Project Documents. Without limiting the generality of the foregoing, Common Expenses shall also include: all commonly metered utility charges for the Property; compensation paid by the Association to managers, accountants, attorneys and other employees; the costs of all maintenance, gardening, security and other services benefitting the Common Area; the costs of fire insurance, errors and omissions and director, officer and agent liability insurance, and other insurance covering the Property and the directors, officers and agents of the Association; and any other costs incurred by the Association pursuant to its authority for any reason whatsoever, for the common benefit of the Owners.
- (i) **Declarant:** _____, LLC, a Utah limited liability company, and its successors-in-interest and assigns with respect to the Property, ~~but~~ shall not include members of the public purchasing completed Units.
- (j) **Declaration:** this Declaration of Covenants, Conditions and Restrictions and Reservation of Easements, as it may be amended from time to time.
- (k) **Dwelling:** that portion of any building (including garage and other improvements) which is located on a single Lot and which is designed and intended for use and occupancy as a

single-family residence.

- (l) **Improvements:** Improvements means the buildings, streets, parking areas, utilities, drainage facilities, landscaping, fencing, lighting, pathways, and amenities identified in the approved Project plans. Their design, quantity, location, and materials shall conform to those plans and applicable City approvals. ~~means the buildings, streets, parking areas, utilities, drainage facilities, landscaping, fencing, lighting, pathways, and amenities identified in the approved Project plans. Their design, quantity, location, and materials shall conform to those plans and applicable City approvals.~~ ~~the improvements included in the Project are now or will be located upon the Property. The significant improvements contained in the Project include up to six (6) Buildings with garages, asphalt roadways, open parking spaces, concrete sidewalks or walkways and fencing. The location and configuration of the improvements referred to in the forgoing sentence are depicted on the Plat Map. The Project also contains other improvements of a less significant nature, such as outdoor lighting and landscaping. The Plat Map shows the number of Units, which are contained in the Buildings in the Project. Said Buildings are composed of the following materials: wooden frame with load and non load bearing walls studded with wood, first floor of concrete, second floor of wooden joists; combination truss-rafter type roof; surfaced with asphalt shingle roofing; interior walls surfaced with gypsum board; and exterior surfaced with stucco or cement fiber board or stone or brick.~~
- (m) **Limited Common Areas:** shall mean and refer to those Common Areas designated herein or in the Plat as reserved or designated by this Declaration for the exclusive use of a certain Unit or Units to the exclusion of the other Units and Owners. Each Unit shall include, as Limited Common Area, exclusive and appurtenant to such Unit, the driveways, porches, rear patio areas, as shown on the Plat.
- (n) **Lot:** any residential Lot shown on the Plat Map of the Project, created for the construction of a Dwelling. The term "**Lot**" does not include any portion of the Common Area.
- (o) **Member:** a person entitled to membership in the Association as provided herein.
- (p) **Mortgage:** includes a recorded mortgagee, deed of trust, real estate contract, or other instrument creating a security interest in any Unit.
- (q) **Mortgagee:** includes a mortgagee, beneficiary or holder of a deed of trust, real estate contract vendor, or other holder of a mortgage on any Unit.
- (r) **Mortgagor:** includes a mortgagor, the trustor of a deed of trust, real estate contract vendee or other individual granting a security interest in any Unit.
- (s) **Owner or Owners:** the record holder or holders or entity title to or a contract vendee's interest in a Unit in the Project. This shall include any person having a fee simple title to

any Unit, but shall exclude persons or entities having any interest merely as security for the performance of any obligation. Further, if a Unit is sold under a recorded contract of sale to a purchaser, the purchaser, rather than the fee owner, shall be considered the "Owner", and the fee owner shall be considered a mortgagee.

- (t) **Person:** any natural person, corporation, partnership, association, trustee, or other legal entity.
- (u) **Plat or Plat Map:** ~~The final subdivision plat for the Project approved by Riverdale City and recorded in the Office of the Weber County Recorder, identifying the residential Lots, Common Areas, Limited Common Areas where applicable, and recorded easements. The Project consists of twenty-six (26) residential Lots and shall be developed in one phase unless a different phasing plan receives all required City approvals. This Declaration does not independently authorize additional Lots, phases, or development the recorded map or maps prepared by or for Declarant showing the surface of the Property and the division thereof into Lots and Common Area, as amended and/or supplemented from time to time. The Property will be developed in multiple phases. Phase I shall consist of sixteen (16) multi-story "Town Homes" to be known as "Riverdale Townhomes," as provided herein and identified in the Plat Map.~~
- (v) **Project Documents:** this Declaration, the Plat Map, and the Articles and Bylaws of the Association, as each may be amended from time to time.
- (w) **Property or Project** (synonymous): the real property covered by this Declaration and all easements, rights and appurtenances belonging thereto, and all improvements erected or to be erected thereon.
- (x) **Unit:** all elements of individual ownership of a residential interest in the Project, including ownership of a Lot and the Dwelling thereon, a nonexclusive easement and right of use and enjoyment of the remainder of the Common Area, and all rights of membership in the Association.

Article II.

ASSOCIATION, ADMINISTRATION, MEMBERSHIP, VOTING RIGHTS

Section 2.01 Organization of Association. The Association is or shall be incorporated under the name of ~~RIVERSIDE FLATSDALE~~ TOWNHOMES OWNERS ASSOCIATION, INC., in accordance with the requirements of the Utah Revised Non-Profit Corporation Act, Utah Code Title 16, Chapter 6a.

Section 2.02 Duties and Powers. The duties and powers of the Association are those set forth in this Declaration, the Articles and Bylaws, together with the general and implied powers of a nonprofit corporation, generally to do any and all things that a corporation organized under the laws of the State of Utah may lawfully do and which are necessary or proper in operating for

the peace, health, comfort, safety and general welfare of its Members, subject only to the limitations upon the exercise of such powers as are expressly set forth in this Declaration, the Articles and Bylaws.

Section 2.03 Membership. The Owner of a Unit shall automatically, upon becoming the Owner of that Unit, become a Member of the Association, and shall remain a Member thereof until such time their ownership ceases for any reason, at which time their membership in the Association shall automatically cease. Membership shall be in accordance with the Articles and Bylaws of the Association.

Section 2.04 Transferred Membership. Membership in the Association shall not be transferred, pledged, or alienated in any way, except upon the transfer of ownership of the Unit to which it is appurtenant, and then only to the new Owner. Any attempt to make a prohibited transfer is void. In the event the Owner of any Unit should fail or refuse to transfer the membership registered in his name to the purchaser of their Unit, the Association shall have the right to record the transfer upon its books and thereupon the old membership outstanding in the name of the seller shall be null and void.

Section 2.05 Class of Membership, Voting Requirements. The Association shall initially have two (2) different classes of voting membership; Class A Members and Class B Members, as described herein and according to the Articles and Bylaws for the Association. As provided herein and such additional governing documents for the Association, reasonable allowance shall be made for a transition from initial total ownership and control by the Declarant to eventual ownership and control by the individual property owners and residents within the Project. The different classes of voting membership shall be a mechanism to accomplish that objective and such other purposes as may be recognized and established under the Governing Documents of the Association.

Section 2.06 Class A Members. The Class A Members shall be all Owners with the exception of the Class B Members, if any. Class A Members shall be entitled to vote on all issues before the Association to, subject to the following:

- (a) One Vote. Each Unit shall have one (1) vote.
 - (i) Multiple Owners. When more than one (1) Person holds an interest in a Unit, the vote for such Unit shall be exercised as such Persons determine and advise the Secretary of the Association prior to any meeting. In the absence of such notice, the vote of the Unit shall be suspended in the event more than one (1) Person or entity seeks to exercise it.
 - (ii) Leased Unit. Any Owner of a Unit which has been leased may, in the lease or other written instrument, assign the voting right appurtenant to that Unit to the lessee, provided that a copy of such instrument is furnished to the Secretary prior to any meeting.

Section 2.07 Class B Members. The Class B Members shall be the Declarant and any successor of Declarant who takes title for the purpose of development and sale of Units, and who is designated as such in a recorded instrument executed by Declarant. Prior to the Transition Events, as defined below, the Declarant shall have the exclusive right to appoint all members of the Board. The Class B Members shall originally be entitled to three (3) votes per Lot owned or to be developed. The Class B membership shall terminate, and Class B membership shall convert to Class A membership upon the happening of the earlier of the following (the “**Transition Events**”):

- (a) Units Sold. One Hundred Twenty (120) days after the sale (meaning the execution and delivery of a deed to a Unit by Declarant to a person other than Declarant) of seventy-five percent (75%) of the Units (12 Units) in the Project; or
- (b) Three Years. Three (3) years from the date following the first conveyance of a Unit in the Building to a Unit purchaser after effective date of this Declaration; or
- (c) Election. When, in its sole discretion, Declarant so determines.

Section 2.08 Change to Class A Member. From and after the happening of the Transition Events, whichever occurs earlier, the Class B Member shall be deemed to be a Class A Member entitled to one (1) vote for each Unit owned. At such time, the Declarant shall call a meeting, in the manner described in the Bylaws of the Association for special meetings, to advise the membership of the termination of Class B status and, if it has not already occurred, to schedule transition of the operation and management of the entire Project to the Association.

Section 2.09 Membership Meeting. Regular and special meetings of Members of the Association shall be held with the frequency, and time and place, as are accordance with the provisions of the Bylaws of the Association.

Section 2.10 Board of Directors. The affairs of the Association shall be managed by a Board of Directors, which shall be established and which shall conduct regular and special meetings according to the provisions of the Bylaws of the Association. Prior to the Transition Events, as defined in Section 2.07 above, the Declarant shall have the exclusive right to appoint all members of the Board of Directors.

Section 2.11 Use of Agent. The Board of Directors, on behalf of the Association, may contract with a professional management agent for the performance of maintenance and repair and for conducting other activities on behalf of the Association, as may be determined by the Board. The term of any such contract shall comply with the restrictions set forth in the Bylaws.

Article III.

RIGHTS IN COMMON AREA

Section 3.01 Common Area. The Common Area shall include all real property and improvements within the Property, other than the Lots and Dwellings, including without limitation, all landscaped areas, driveways, and private roadways and walkways, all of which

shall be managed by the Association for the common use and enjoyment of all Owners. Ownership of the Common Area shall be established and maintained as provided in Section 1.01(g). ~~The individual Owners within the Project shall own the Common Area as tenants in common, each with an equal undivided interest therein.~~ The Common Area shall be operated, maintained, and insured by the Association for the use and benefit of Owners of Units in the Project, subject to reasonable rules and regulations enacted according to the Bylaws. Each Unit Owner, through membership in the Association, shall have a nonexclusive right to use the Common Area in accordance with the purposes for which it is intended without hindering the exercise of or encroaching upon the lawful rights of any other Unit Owners. The Declarant hereby reserves in itself and its successors-in-interest and assigns, all easements (and the right to grant further easements) over and onto the Common Area for ingress to and egress from the Project for the purpose of necessary construction, maintenance, or repair work in connection with the development, use, and occupancy thereof. Each Unit Owner shall also have the rights and easements granted pursuant to the rights set forth herein.

- (a) Limited Common Area. The exclusive right to use and occupy each Limited Common Area, as designated herein and on the Plat shall be appurtenant to and shall pass with the title of the Unit with which it is associated. Each Owner of a Unit is hereby granted an irrevocable and exclusive license to use and occupy the Limited Common Areas and facilities reserved exclusively for the use of the Unit, subject to the residual rights of the Association therein. It is anticipated that upon completion of construction, each Unit shall include, as Limited Common Area, the driveways, exclusive and appurtenant to such Unit, driveways, porches, rear patio areas, as shown on the Plat.

Section 3.02 Common Maintenance of Exclusively Owned Areas. As depicted in Exhibit "B", each of the Dwellings are situated on an individual Lot sharing a common wall(s) with other Units, which shall be exclusively owned by recorded title thereof. However, as a planned unit development, it is intended that the yards of each Lot, including the driveways, porches, patios and Dwelling exterior shall at all times, be a uniform, well manicured and maintained residential community with relatively low maintenance responsibilities for the individual owners and with reasonable assurances that all of the areas within the Project will be similarly well cared for and maintained. Therefore, it is agreed that the Association shall contract for regular property maintenance services to keep up the Building exteriors, structures and landscaping within the Project, including but not limited to the Common Area and the front yards and park strips of each Lot within the Project. The Association shall be responsible for the continual upkeep, repair, maintenance, and eventual replacement thereof.

~~Section 3.03—Partition of Common Area Prohibited. —No Owner may separately partition, convey, or encumber the Owner's beneficial interest in a common-area parcel. Conveyance or modification of common-area parcels shall comply with Utah Code Ann. §10-20-809, this Declaration, the recorded Plat, and applicable City approvals. As provided in Section 3.01 hereinabove, the Owners shall each own an equal undivided interest in the Common Area as tenants in common. No Owner shall bring any action for partition or division of any part of the Common Area, it being agreed that this restriction is necessary in order to preserve the rights of~~

~~the Owners with respect to the operation, management, use, and enjoyment of the Common Area.~~

~~Section 3.04~~Section 3.03

~~Section 3.05~~Section 3.04 Extent of Easements. The rights and easements of use and enjoyment of the Common Area created by this Declaration shall be subject to such rules and regulations as may be adopted by the Board of Directors according to the Bylaws. Without limiting the generality of the Board's authority to enact reasonable rules and regulations, such easements shall be subject to the following:

- (a) The right of the Board to suspend the rights and easement of any Member, and the persons deriving such rights and easements from any Member, for use and enjoyment of any recreational facilities located within the Common Area, for any period during which the payment of any Assessment against the Member and his Unit remains delinquent; provided, however, that any suspension for either nonpayment of any assessment or breach of any provision in the Project Documents shall not constitute a waiver or discharge of the Member's obligation to pay Assessments as provided in this Declaration. Suspension of recreational privileges shall not interfere with access to a Dwelling, required parking, essential utility service, emergency access, or municipal easements;
- (b) The right of the Association to consent to or otherwise cause the construction of additional improvements on the Common Area, and to consent to or otherwise cause the alteration or removal of any existing improvements on the Common Area for the benefit of the Members of the Association; and,
- (c) The right of the Association, acting through the Board, to consent to or join in the grant or conveyance of easements, licenses or rights of way in, on or over the Common Area for purposes not inconsistent with the intended use of the Property as a residential planned unit development.

~~Section 3.06~~Section 3.05 Damage by Member. Each Member shall be liable to the Association for any damage to the Common Area (including damage to Sewer Improvements) not fully reimbursed to the Association by insurance, if the damage is sustained because of the negligence or willful misconduct of the Member, his guests, tenants, pets or invitees, or any other persons deriving their right and easement of use and enjoyment of the Common Area from the Member, or his or their respective family and guests, both minor and adult. However, the Association, acting through the Board, reserves the right to determine whether any claim shall be made upon the insurance maintained by the Association, and the Association further reserves the right to levy a Special Assessment equal to the increase, if any, in insurance premiums directly attributable to the damage caused by the Member or the person for whom the Member may be liable as described above. The cost of correcting the damage to the extent not reimbursed to the Association by insurance shall be a Special Assessment against the Unit of the Member liable for the damage and may be enforced as provided hereby for the enforcement of any other Assessment.

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Article IV.
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Article V.
REPAIR AND MAINTENANCE

Section 5.01 Repair and Maintenance Rights and Duties of Association. Subject to the provisions in this Declaration pertaining to eminent domain and destruction of improvements, the Association shall paint, maintain, repair and replace the Common Area and all improvements and landscaping thereon, and the exteriors, including roof and the exterior structural components of all Buildings associated therewith, or shall contract for such maintenance, repair and replacement to assure that maintenance of such areas are in good condition, reasonable wear and tear excepted. However, the Association shall not be responsible for, or be obligated to perform those items of maintenance, repair or improvement, which are the responsibility of the Owners as provided in Section 5.02 below. However, in the event an Owner fails to maintain his Dwelling or to provide other maintenance or repair as provided herein in a manner which the Board deems necessary to preserve the appearance and value of the Property, the Board may notify the Owner of the work required and request it be done within sixty (60) days from the giving of such notice. In the event the Owner fails to carry out such maintenance within such period, the Board may cause such work to be done and may specially assess the cost thereof to such Owner, and, if necessary, lien his Unit for the amount thereof. For the purpose of performing any maintenance, repair or replacement as authorized by this Article, or for purposes of making emergency repairs necessary to prevent damage to the Common Area or to other Dwellings, or for any other purpose reasonably related to the performance by the Board of its responsibilities under this Declaration, the Association (and its agents and employees) shall have an irrevocable easement over and onto all portion of the Common Area, and shall also have the irrevocable right, after reasonable notice to the Owner, and at reasonable hours, to enter any Lot and/or Dwelling.

Section 5.02 Repair and Maintenance Rights and Duties of Owners. Except for those portions of the Property which the Association is required or elects to maintain and repair, each Unit Owner shall, at their sole cost and expense, maintain and repair all interior and non-structural components of their Dwelling, keeping the same in good condition, and shall repair all damage to the Common Area for which the Owner is responsible under Section 3.5 above. Additionally, each Owner shall maintain, repair and replace as necessary, all doors and windows (and appurtenant hardware and accessories) to their Dwelling, and any separate air conditioning, water heating, or other separate utility unit which services their Dwelling. Each Owner shall have the exclusive right to paint, plaster, panel, tile, wax, paper or otherwise refinish and decorate the inner surfaces of the walls, ceilings, floors, windows and doors bounding their Dwelling. The Association shall maintain a written responsibility schedule identifying building-envelope, structural, window, door, utility, landscaping, and Limited Common Area responsibilities. The schedule shall clarify this Declaration and shall not transfer an obligation assigned herein without a properly approved amendment.

~~Section 5.02~~Section 5.03

Private Infrastructure and Common Facilities. The Association shall maintain, inspect, repair, and replace the private streets, common parking, sidewalks and pathways, lighting, landscaping, irrigation, fencing, amenities, and privately owned water, sanitary sewer, and storm drainage facilities assigned to it by the approved plans and recorded instruments. Responsibilities shall include resurfacing, snow removal, drainage maintenance, and applicable backflow-device and private fire-hydrant inspections and testing. The Association shall perform its stormwater obligations under the separately recorded long-term stormwater maintenance agreement. It shall maintain a current contract with a qualified contractor for emergency repairs to private streets and utility systems connected to City infrastructure and provide a copy to Riverdale City annually. Snow storage shall remain within approved on-site locations; any storage of deicing materials shall comply with applicable City requirements. Inspection, emergency entry, or corrective work by the City shall not transfer ownership or continuing maintenance responsibility to the City.

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Article VI.

ASSOCIATION MAINTENANCE FUNDS AND ASSESSMENTS

Section 6.01 Creation of the Lien and Personal Obligation of Assessments. The Declarant shall establish and the Association shall, at the time of its initial organization, adopt such operating budgets for the project as are reasonably necessary to commence such operations in the full execution of all of the Associations responsibilities provided hereunder. The Declarant, for each Unit owned within the Project, hereby covenants, and each Owner of any Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association the following Assessments, which shall be established and collected as provided herein and in the Bylaws of the Association: (a) Regular Assessments;(b) Extraordinary Assessments; and (c) Special Assessments.

All Assessments, together with interest, costs, penalties, and actual attorneys' fees, shall be a charge and a continuing lien upon the Unit against which each Assessment is made. Each such Assessment, together with interest, costs, penalties, and actual attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Unit at the time when the Assessment fell due. No Owner of a Unit may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Common Area or by the abandonment of his Unit as provided in herein. ~~The Declarant shall have no responsibility for any charges for Lots Declarant still owns after ownership by others has reached a ninety percent (90%) level.~~

Section 6.02 Purpose of Assessment. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of all the residents in the, entire Project, for the improvement and maintenance of the Common Area, and for the common good of the Project. The Regular Assessments shall include an adequate reserve fund for maintenance, repairs and replacement of those portions of the Common Area and the exterior and structural components of all Dwellings which must be replaced on a periodic basis, creation

of an adequate contingency reserve, major maintenance reserve, and/or sinking fund for maintenance and repairs of all Common Areas, including the private roadways, if any, located within the Project as shown on the official plat recorded in the office of the Weber County Recorder.

Section 6.03 Regular Assessments. Until the end of the Association's fiscal year immediately following the closing of the sale of the first Unit in the Project, the annual maximum Regular Assessment per Unit shall be such amount as is set forth in the Project budget prepared by Declarant, payable in monthly installments, or such other billing period as the Board determines from time to time. Each Unit's share for the first fiscal year shall also be prorated based on the number of months remaining in that fiscal year. Thereafter, the Board shall determine and fix the amount of the maximum annual Regular Assessment against each Unit at least sixty (60) days in advance of the start of each fiscal year; provided, however, that the maximum annual Regular Assessment may not be increased by more than twenty percent (20%) above the maximum annual Regular Assessment for the immediately preceding fiscal year, without the vote or written assent of a majority of the voting power of the Association.

Section 6.04 Extraordinary Assessments. In addition to the Regular Assessments authorized above, the Board may levy, in any fiscal year, all Extraordinary Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, or of any exterior or structural component of any Dwelling, or to defray any unanticipated or underestimated expense not covered by the Regular Assessment (and, where necessary, for taxes assessed against the Common Area); provided, however, and except as provided in the last sentence of this subsection 6.4, that the aggregate Extraordinary Assessments for any fiscal year shall not exceed ten percent (10%) of the budgeted gross expenses of the Association (excluding reserves) for that fiscal year, without the vote or written assent of over sixty percent (60%) of the voting power of the Association. ~~Notwithstanding any language in this Declaration to the contrary, a one-time extraordinary assessment in an amount equal to two months' of the then-established monthly Association Assessment shall be assessed at the time of closing of the purchase of a Unit by the first Owner thereof, to establish a reserve fund for the Association.~~

Section 6.05 Special Assessment. In addition to the Regular and Extraordinary Assessments authorized above, the Board may levy Special Assessments (without limitation as to amount or frequency) against all individual Unit and its Owner to reimburse the Association for costs incurred in bringing that Owner and his Unit into compliance with the provisions of this Declaration and the Bylaws, including actual attorney's fees and costs.

Section 6.06 Allocation of Assessments, Limited Exemption of Declarant. ~~Regular and common Extraordinary Assessments shall be allocated equally among the residential Lots, each bearing an exact one-twenty-sixth (1/26) share, except for charges properly allocated to an individual Owner under this Declaration or applicable law. Declarant shall pay assessments on each Declarant-owned Lot from the commencement date established in Section 6.07 on the same~~

~~basis as other Owners. Neither vacancy, incomplete construction, continued administrative control, nor the percentage of Lots sold shall independently exempt a Declarant-owned Lot from assessments. Declarant's initial reserve-funding obligation is additional to its assessment obligations. Except for the initial exemption provided to Declarant as provided in this Section 6.06, all Units shall be assessed according to the percentages set forth on Exhibit "C". Notwithstanding the foregoing, Declarant's obligation to pay any Assessment for Units owned by Declarant shall not begin until such time as a Unit owned by Declarant is first occupied or Declarant no longer has control of the Association, whichever is earlier.~~

Section 6.07 Commencement of Assessment: Due Dates. Except as provided in Section 6.06 above, the Regular Assessments provided for herein shall commence as to all Units in the Project on the first day of the month following closing of the sale of the first Unit in the Project. Due dates of Assessment shall be the first day of each calendar quarter or such other billing period as the Board may determine from time to time. No notice of such Assessment shall be required other than an annual notice setting forth the amount or the periodic Assessment.

Section 6.08 Transfer of Unit by Sale or Foreclosure. The sale or transfer of any Unit shall not affect any Assessment lien, or relieve the Unit from any liability therefor, whether the lien pertains to payments becoming due prior or subsequent to such sale or transfer. Notwithstanding the foregoing, the sale or transfer of any Unit pursuant to foreclosure or by deed in lieu of foreclosure of a recorded first mortgage given in good faith and for value shall extinguish the lien of all such Assessments as to payments which became due prior to such sale or transfer (except for Assessment liens arising prior to recording of the mortgage). Sale or transfer pursuant to mortgage foreclosure shall not, however, affect the personal liability of the Owner for unpaid Assessments. Any Assessments for which the liens are extinguished pursuant to this Section shall be deemed to be Common Expenses collectible from all of the Units including the Unit for which the lien was extinguished. In a voluntary conveyance of a Unit, the grantee of the same shall be jointly and severally liable with the grantor for all unpaid Assessments by the Association against the grantor up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Board, setting forth the amount of the unpaid Assessments due the Association, and such grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid Assessments made by the Association against the grantor in excess of the amount set forth in the statement; provided, however, the grantee shall be liable for any such Assessment becoming due after the date of any statement.

Section 6.09 Enforcement of Assessment Obligation: Priorities: Discipline. All charges, fees and/or assessments due hereunder shall be due on the first (1st) day of the month. If any part of any Assessment is not paid and received by the Association or its designated agent within ten (10) days after the due date, an automatic late charge of Ten Dollars (\$10.00) shall be assessed and additional Ten Dollar (\$10.00) sums shall be assessed for each month or fraction thereof from the due date until the Assessment and all late charges are paid. Each unpaid Assessment shall constitute a lien on each respective Unit prior and superior to all other liens

except (1) all taxes, bonds, assessments and other levies which, by law, would be superior thereto, and (2) the lien or charge of any institutional first mortgage of record made in good faith and for value. Such lien, when delinquent, may be enforced by sale by the Association, its attorney or other person authorized by this Declaration or by law to make the sale of said Owner's Unit, after failure of the Owner to pay such Assessment, in accordance with the provisions of Utah law applicable to the exercise of powers of sale in deeds of trust, or by judicial foreclosure as a mortgage, or in any other manner permitted by law. The Association, acting on behalf of the Unit Owners, shall have the power to bid for the Unit at the foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. The foreclosing party shall have the right to reduce or eliminate any redemption rights of the defaulting Owner as allowed by law. Suit to recover a money judgment for unpaid Assessments, rent and attorneys' fees shall be maintainable without foreclosing or waiving the lien securing the same. The Board may impose reasonable monetary penalties including actual attorney's fees and costs, and may temporarily suspend the Association membership rights of a Unit Owner who is in default in payment of any Assessment, after notice and hearing according to the Bylaws.

Section 6.10 Taxes Assessed Against Association Common Areas or Personal Property.

Pursuant to and consistent with Section 3.1 hereinabove, taxes assessed against the Common Area, or the personal property of the Association, shall be paid by the Owners through assessments from and collection by the Association rather than directly from the Owners.

Section 6.11 Reserve Funding. Before the first conveyance of a Lot or Dwelling to an independent purchaser, Declarant shall establish and fund the Association's initial reserves in the amounts required by the recorded Development Agreement and its City-approved reserve study or engineer's estimate. Declarant shall provide evidence of the deposits to the Association and Riverdale City. Initial funding shall be a Declarant obligation and shall not depend on collecting contributions from future purchasers.

The Association shall maintain reserve funds separately from operating funds, with separate accounts or accounting allocations for private streets, private water, sanitary sewer, storm drainage, and other components for which it has replacement responsibility, including building components assigned to it under this Declaration. Reserve analyses shall identify the components, anticipated useful lives, replacement costs, existing balances, and recommended contributions. The Board shall review reserve adequacy annually and obtain an updated analysis at least every three years, or more frequently when required by applicable law or the Development Agreement.

Annual budgets shall provide for reserve contributions consistent with the approved funding requirements and Utah Code Ann. § 57-8a-211. Statutory owner voting and budget rights are preserved. An Association vote shall not independently amend the Development Agreement or release an obligation owed to Riverdale City. If a lawful budget action results in funding below an applicable City-approved requirement, the Association shall promptly pursue a lawful revised funding plan and obtain any necessary City approval.

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Reserve expenditures shall comply with Utah law and the purposes for which the funds were established. Completion assurance and warranty security furnished by Declarant shall not substitute for Association reserves.

~~Section 6.10 —~~

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Article VII.

EASEMENTS AND UTILITIES: COMMON WALLS

Section 7.01 Access, Use and Maintenance Easements. Declarant expressly reserves for the benefit of the Owners, reciprocal, non-exclusive easements for access, ingress and egress over all of the Common Area and for the use and enjoyment of all recreational facilities thereon, including any private streets or driveways in the Common Areas currently existing in the Property, or subsequently added to it, which easements shall be deemed granted by Declarant to the Owners and to the Association for so long as Declarant owns any interest in the Property. Subject to the provisions of this Declaration governing use and enjoyment thereof, the easements may be used by Declarant, its successors, purchasers and all Owners, their guests, tenants and invitees, residing on or temporarily visiting the Property, for walkways, vehicular access and such other purposes reasonably necessary for use and enjoyment of a Unit in the Project. Declarant also expressly reserves for the benefit of the Board of Directors and all agents, officers and employees of the Association, nonexclusive easements over the Common Area (including the Limited Common Area) and all Lots and Dwellings as necessary to maintain and repair the Common Area, and to perform all other tasks in accordance with the provisions of this Declaration. Such easements over the Common Area shall be appurtenant to, binding upon and shall pass with the title to, every Unit conveyed.

Section 7.02 Encroachments and Utility Easements. Each Unit within the Property is hereby declared to have an easement over all adjoining Units and the Common Area for the purpose of accommodating any encroachment due to engineering errors, errors in original construction or shifting of any building, or any other cause. There shall be valid easements for the maintenance of said encroachments as long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachment, settlement or shifting; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful misconduct of said Owner or Owners. In the event a structure is partially or totally destroyed, and then repaired or rebuilt, the Owners of each Unit agree that minor encroachments over adjoining Units or Common Area shall be permitted and that there shall be a valid easement for the maintenance of said encroachments so long as they shall exist.

Declarant also expressly reserves for the benefit of itself and its successors-in-interest and assigns, including the Association, easements over and under the entire Property (together with the right to grant and transfer the same) for the installation, repair, and maintenance of sanitary sewer, water, electric, gas, telephone, cable television, and other utility lines and services, as may be deemed appropriate to service the Project.

Section 7.03 Owners' Rights and Duties With Respect to Utilities. The rights and duties of the Owners of Units within the Project with respect to utilities shall be as follows:

- (a) Whenever sanitary sewer, water, electric, gas, television receiving, or telephone lines or connections, heating or air conditioning conduits, ducts, flues or other utility or service connections are located or installed within the Project, which connections, or any portion thereof, lie in or upon or beneath Lots or Dwellings owned by other than the Owner of a Dwelling served by said connections, the Owners of any Dwellings served by said connections shall have the right, and are hereby granted an easement to the full extent necessary therefor, to enter upon the Dwelling or to have the Association or utility companies enter upon the Dwellings in or upon or below which said connections, or any portion thereof lie, to repair, replace and generally maintain said connections as and when necessary.
- (b) Whenever sanitary sewer, water, electric, gas, television receiving, or telephone lines or connections, heating or air conditioning conduits, ducts, flues or other utility or service connections are located or installed within the Project, which connections serve more than one Dwelling, the Owner of each Dwelling served by said connection shall be entitled to the full use and enjoyment of such portions of said connections as service his Dwelling.
- (c) In the event of a dispute between Owners with respect to the repair or rebuilding of said connections, or with respect to the sharing of the cost thereof, then, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to the Board, which shall decide the dispute, and the decision of the Board shall be final and conclusive on the parties.

Section 7.04 Owner's Rights and Duties With Respect to Common Walls.

- (a) General Rules of Law to Apply. The Owner of any Dwelling which shares a common wall with another Dwelling shall be deemed to own the one-half (1/2) of the wall nearest his Dwelling, and shall have an exclusive and perpetual easement over the remainder of the Common Wall for support and maintenance. To the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.
- (b) ~~Sharing of Repair and Maintenance.—Maintenance Responsibility. The Association shall coordinate maintenance, repair, and replacement of shared structural and fire-separation walls as part of its structural-maintenance responsibility under Section 5.01. Ordinary costs shall be Common Expenses. Costs attributable to an Owner's negligence, misconduct, or unauthorized alteration may be charged to that Owner following applicable notice and review procedures. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to~~

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such use.

- (c) ~~Destruction by Fire or other Casualty. Casualty Restoration. Restoration of a damaged party wall shall be coordinated with the Association's insurance and casualty-restoration procedures. No Owner may independently alter a shared structural or fire-separation wall without required Association approval, permits, and compliance with applicable codes. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the Owners thereafter make use of the wall, they shall contribute to the costs of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the other Owner under any rule of law regarding liability for negligent or willful acts or omissions.~~
- (d) Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole costs of furnishing the necessary protection against such elements.
- (e) Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the Lot and shall pass to such Owner's successors in title.
- (f) Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

(f)

Section 7.05 Municipal and Emergency Access. Declarant grants, to the extent of Declarant's ownership and authority, perpetual nonexclusive easements over the private streets and designated utility corridors to Riverdale City, authorized utility providers, and emergency-service agencies for access, inspection, service, repair, and emergency response. Specific easement locations and dimensions shall be established by the recorded Plat or separate recorded instruments consistent with approved plans. The Association and Owners shall keep required access unobstructed and shall not relocate facilities, obstruct easements, or install gates inconsistent with City approvals. These easements shall survive Declarant's conveyance of the Property. Their exercise shall not impose ownership or continuing maintenance responsibility on the City or another public agency.

Article VIII.

RESIDENCE AND USE RESTRICTIONS

Section 8.01 In addition to all of the covenants contained herein, the use of the Property and each Unit therein is subject to the following:

- (a) Use of Individual Dwellings. No Dwelling shall be occupied and used except for single-family residential purposes by the Owners, their tenants, and social guests, and no trade or business shall be conducted therein. If a Unit is rented to a tenant, all the rules herein

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will apply to the tenant. If the tenant shows a continual lack of compliance to the rules herein, Owner agrees to evict tenants after two (2) notices have been given. Owner agrees to put language in its leases with tenants consistent with the language of this Section and will notify tenants of this provision. No such lease shall be for a term of less than six (6) months.

- (b) Nuisances. No noxious, illegal, or offensive activities shall be carried on in any Dwelling, or in any part of the Property, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to or which may in any way interfere with the quiet enjoyment of each of the Owners of his respective Dwelling, or which shall in any way increase the rate of insurance for the Project, or cause any insurance policy to be canceled or to cause a refusal to renew the same, or which will impair the structural integrity of any building.
- (c) Signs. No Signs advertising Units for sale or rent may be displayed on the Property or on any portion of the Property, unless first approved by the Board, and unless such signs comply with any and all local ordinances. Notwithstanding the preceding sentence, until all Units in all phases of the Project have been sold, the Declarant shall have the right to advertise Units for sale, provided Declarant complies with the requirements of ~~Magna~~ townshipRiverdale City with respect to such advertising.
- (d) Animals. No animals or birds of any kind shall be raised, bred, or kept in any Dwelling, or on any portion of the Property; except that no more than two (2) usual and ordinary household pets such as dogs, cats, or birds, may be kept, provided that they are not kept, bred or maintained for any commercial purposes and they are kept under reasonable control at all times. Any such dog shall be kept on a leash at all times when the dog is in the Common Area. Owners shall prevent their pets from soiling any portions of the Common Area and in the event a pet does soil a portion of the Common Area, the Owner or person in control of such pet shall immediately clean up after the pet. The Board may enact reasonable rules respecting the keeping of animals within the Project, including noise restrictions, and may designate certain areas in which animals may not be taken or kept, or they may require that specific animals not be allowed on any part of the Property. No pet allowed hereunder shall be larger than ten (10) pounds in weight. It is intended that all permitted pets shall be small household pets, to be kept indoors and not left outdoors overnight and such shall, at no time, become a nuisance to the other Owners within the Project.
- (e) Garbage and Refuse Disposal. All rubbish, trash and garbage shall be regularly removed from the Property, and shall not be allowed to accumulate thereon. All garbage or trash receptacles, including recyclable containers, shall be stored in the garage except on trash collection days. Trash, garbage and other waste shall not be kept except in sanitary containers and shall be kept in the garage. No equipment, garbage cans, or storage piles may be kept outside of any Dwelling.

- (f) Radio and Television Antennas. No alteration to or modification of a central radio or television antenna system or cable television system, whichever is applicable, shall be permitted, and no Owner may be permitted to construct, use, or operate his own external radio, television antenna, or other electronic antennae without the consent of the Board. No Citizens Band or other transmission shall be permitted on the Property.
- (g) Clothes Line. No exterior clothes lines shall be erected or maintained and (there shall be no outside laundering or drying of clothes.
- (h) Power Equipment and Car Maintenance. No power equipment or car maintenance of any nature shall be permitted on the Property. Provided however, car washing or polishing may be done, but only in the Limited Common Area appurtenant to that Unit.
- (i) Recreational Vehicles. No boats, trailers, recreational vehicles, ~~oversized vehicles, trucks,~~ or commercial vehicles belonging to Owners or other residents of the Property shall be parked or stored in or upon any of the Common Areas or Limited Common Areas. Any boats, trailers, recreational vehicles, trucks or commercial vehicles belonging to Owners or other residents of the Property must fit within and be stored and kept within the Owner's garage.
- (j) Parking Restriction. ~~Parking shall occur only in spaces designated on the City approved Site Plan. Required garage spaces shall remain available for vehicle parking. Common guest spaces shall not be assigned exclusively to individual Units. No parking is permitted in fire lanes, access aisles, sidewalks, landscaped areas, or garage-front areas not approved as parking spaces. Temporary parking is subject to the same restrictions. The Association shall maintain parking markings and signs and enforce these requirements. Public-street parking remains governed by applicable City traffic regulations. No permanent parking shall be allowed in front of the garages of the Units. Only temporary guest parking shall be allowed in front of the garages of the Units. Said parking regulation shall be strictly enforced.~~
- (k) Window Covers. Curtains; and drapes (with a white lining), shutters, or blinds of a neutral color may be installed as window covers, subject to the Board's absolute discretion. No window shall be covered with aluminum foil or similar material. No window tinting or mullions shall be allowed without the prior written approval of the Board.
- (l) Sculptures/Flags. No outdoor sculptures and/or flags shall be permitted except by written approval of the Board. Nothing stated herein shall be deemed to be a prohibition on display of the flag of the United States of America in accordance with U.C.A. §57-27-102 and United States Code Title 4 Chapter 1.
- (m) Fences. ~~Fences shall conform to the approved fencing plan. No Owner may install or modify fencing without Association approval and any required City approval. Fences~~

~~shall not encroach upon easements, obstruct access or visibility, or reduce approved open space. Ownership and maintenance responsibility shall follow the approved plans and maintenance schedule. The original fencing established and installed by Declarant as part of the original Project design shall be preserved and maintained by the Owners and by the Association, as the case may be according to the location of such fencing. Thereafter, all new and/or additional fencing can only enclose the rear portion of the private ownership as denoted on the plat. This area ends at 10' behind the actual rear portion of the town home (not the patio area). If fenced a gate must be furnished to allow maintenance of the landscaping.~~

- (n) No Patio/Deck Storage. No observable outdoor storage of any kind shall be permitted on patios, front yards, porches etc, except for Patio furniture and portable barbecue grills in good condition, which may be maintained on backyard patios.

Section 8.02 No Warranty of Enforceability. While Declarant has no reason to believe that any of the restrictive covenants contained in this Article 8 or elsewhere in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants, and the Unit Owner shall assume all risks of the validity and enforceability thereof. ~~and, by acquiring the Unit agrees to hold Declarant harmless therefrom.~~

Article IX. INSURANCE

Section 9.01 Duty to Obtain Insurance: Types. The Board shall cause to be obtained and maintained adequate blanket public liability insurance (including medical payments), with such limits as may be considered desirable by the Board, but not less than One Million Dollars (\$1,000,000.00) in combined single limit coverage (taking into consideration the requirements of mortgagees), insuring against liability for bodily injury, death and property damage arising from the activities of the Association and its Members, with respect to the Common Area and any other property under its jurisdiction. The Board shall also cause to be obtained and maintained fire and casualty insurance with extended coverage, without deduction for depreciation, in an amount as near as possible to the full replacement value of the Common Area and all Dwellings and, if economically feasible, those portions of the Dwellings consisting of all fixtures, installations, or additions comprising a part of the Dwellings and all built-in or set-in appliances, cabinets and initial basic floor coverings, as initially installed or replacements thereof in accordance with the original plans and specifications for the Project, or as installed by or at the expense of the Owners. Such insurance shall be maintained for the benefit of the Association, the Owners, and the mortgagees, as their interests may appear as named insured; subject, however, to loss payment requirements as set forth herein. The Board of Directors shall purchase such other insurance as necessary, including, but not limited to, errors and omissions, directors', officers' and agents' liability insurance, plate glass insurance, medical payments, malicious mischief, liquor liability and vandalism insurance, fidelity bonds and worker's compensation, and such other risks as shall be deemed desirable for the Project.

Section 9.02 Waiver of Claim Against Association. As to all policies of insurance maintained by or for the benefit of the Association and the Owners, the Association and the Owners hereby waive and release all claims against one another, the Board of Directors and Declarant, to the extent of the insurance proceeds available, whether or not the insurable damage or injury is caused by the negligence of or breach of any agreement by any of said persons.

Section 9.03 Right and Duty of Owners to Insure. It is the responsibility of each Owner to provide insurance on his personal property and upon all other property and improvements within his Dwelling. Nothing hereby shall preclude any Owner from carrying any public liability insurance as he deems desirable to cover his individual liability for damage to persons or property occurring inside the Owner's Dwelling or elsewhere upon the Property. Such policies shall not adversely affect or diminish any liability under any insurance obtained by or on behalf of the Association, and duplicate copies of such other policies shall be deposited with the Board upon request. If any loss intended to be covered by insurance carried by or on behalf of the Association shall occur and the proceeds payable thereunder shall be reduced by reason of insurance carried by any Owner, such Owner shall assign the proceeds of such insurance carried by him to the Association to the extent of such reduction, for application by the Board to the same purposes as the reduced proceeds are to be applied. ~~Each Owner shall maintain coverage appropriate to the Project's ownership and master-insurance structure for personal property, personal liability, loss of use, improvements not insured by the Association, and lawful deductible or loss-assessment exposure. The Board shall obtain written insurance advice identifying master-policy coverage, Owner coverage, exclusions, deductibles, and claim responsibility and shall provide that information to Owners annually and upon material changes. Insurance priority and allocation of deductibles shall comply with applicable Utah law and policy terms; this Declaration shall not make an Owner's policy primary where law requires Association coverage to be primary. No deductible shall be charged to an Owner beyond the amount and circumstances permitted by law. Each Owner shall also carry insurance of not less than \$10,000 of dwelling coverage A under their HO6 or similar type policy. In the event of a Property claim that arises from within a Unit, the Owner is responsible for the Association's deductible, or up to \$10,000 if covered by the Owner's insurance. Such Owner's individual HO6 or similar type policy is primary, and the Association's insurance is secondary.~~

Section 9.04 Notice of Expiration Requirements. If available, all of the policies of insurance maintained by the Association shall contain a provision that said policy or policies shall not be canceled, terminated or expired by their terms, without twenty (20) days prior written notice to the Board, Declarant, Owners and their respective first mortgagees: (provided that Declarant, such Owners or mortgagees have filed written requests with the carrier for such notice) and every other person in interest who requests such notice of the insurer.

Section 9.05 Insurance Premiums. Insurance premiums for any blanket insurance coverage obtained by the Association and any other insurance deemed necessary by the Board of Directors shall be a Common Expense to be included in the Regular Assessments levied by the Association and collected from the Owners.

Section 9.06 Trustee for Policies. The Association, acting through its Board of Directors, is hereby appointed and shall be deemed trustee of the interests of all named insured under policies of insurance purchased and maintained by the Association. All insurance proceeds under any such policies as provided for in Section 9.1 above shall be paid to the Board of Directors of the Association. The Board shall have full power to receive and to receipt of the proceeds with same to be used by the Association for the repair or replacement of the property for which the insurance was carried or otherwise disposed of as provided in Article 10 of this Declaration. The Board is hereby granted the authority to negotiate loss settlements with the appropriate insurance carriers, with participation, to the extent they desire of first mortgagees who have filed written requests within ten (10) days of receipt of notice of any damage or destruction as provided in this Declaration.

Section 9.07 Actions as Directors. Except as otherwise specifically provided in this Declaration, the Board, acting on behalf of the Association and all Owners shall have the exclusive right to bind such parties in respect to all matters affecting insurance earned by the Association, the settlement of a loss claim, and the surrender, cancellation, and modification of all such insurance.

Section 9.08 Required Waivers. All policies of physical damage insurance shall provide, if reasonably possible, for waiver of the following rights, to the extent that the respective insurers would have the rights without such waivers:

- (a) Subrogation of claims against the Owners and tenants of the Owners;
- (b) Any defense based upon co-insurance;
- (c) Any right of set-off, counterclaim apportionment, proration or contribution by reason of other insurance not carried by the Association;
- (d) Any invalidity, other adverse effect or defense on account of any breach of warranty or condition caused by the Association, any Owner or any tenant of any Owner, or arising from any act, neglect, or omission of any named insured or the respective agents, contractors and employees of any insured, and
- (e) Any right of the insurer to repair, rebuild or replace, and, if the improvement is not repaired, rebuilt or replaced following loss, any right to pay under the insurance an amount less than the replacement value of the improvements insured.

Article X.

DESTRUCTION OF IMPROVEMENTS

Section 10.01 Damage to Common Area. Except as otherwise provided in this Declaration, in the event of any destruction of any portion of the Common Area, the repair or

replacement of which is the responsibility of the Association, it shall be the duty of the Association to restore and repair the same to its former condition, as promptly as practical. The proceeds of any insurance maintained pursuant to Article 9 hereof for reconstruction or repair of the Property shall be used for such purpose, unless otherwise provided herein. The board shall be authorized to have prepared the necessary documents to effect such reconstruction as promptly as practical. The Property shall be reconstructed or rebuilt substantially in accordance with the original construction plans. If the amount available from the proceeds of such insurance policies for such restoration and repair is inadequate to complete the restoration and repair, the Board shall levy all Extraordinary Assessment for the deficiency and proceed with such restoration and repair.

Section 10.02 Damage to Dwellings. Except as otherwise provided in this Declaration, in the event of any destruction of any Dwelling or Dwellings, it shall be the duty of the Owners) of the Dwelling or Dwellings to restore and repair the same to its/their former condition, as promptly as practical, under the supervision of the Board. The proceeds of any insurance maintained pursuant to Article 9 hereof for reconstruction or repair of the Property shall be made available for such purpose, unless otherwise provided herein. The Dwelling or Dwellings shall be reconstructed or rebuilt substantially in accordance with the original construction plans. If the amount available from the proceeds of such insurance policies for such restoration and repair is less than the estimated cost of restoration and repair, the Owners) of the Dwelling or Dwellings shall be responsible for the deficiency, and the Board shall have the power to levy a Special Assessment to secure payment of the deficiency. In the event more than one Dwelling is damaged or destroyed, the available insurance proceeds shall be allocated according to the estimated costs of repair and restoration of each Dwelling.

Section 10.03 Alternate Plans for Restoration and Repair. Notwithstanding the provisions of Section 10.1 and 10.2, the Association shall have the right, by a vote of seventy-five percent (75 %) of the voting power of the Association, to make alternate arrangements respecting the repair, restoration or demolition of the damaged portion of the Property. The alternate plan may provide for special allocation of insurance proceeds, modification of design, or special allocation of any necessary Assessments. Any plan adopted pursuant to this subparagraph shall be adopted within sixty (60) days of the damage or destruction and shall be supported by the vote of any Owner whose Dwelling has been physically damaged, to the extent the proposed plan affects the reconstruction of such Dwelling.

Section 10.04 Appraisal of Damages. In the event the parties affected by damage or destruction to the Property cannot agree, within twenty (20) days of the date of the damage, on the estimated cost of repair or the allocations referred to in this Article 10, the Association shall appoint three (3) independent appraisers having at least five (5) years full-time appraisal experience in Weber County, Utah, to appraise the damage and establish allocations among various damaged portions of the Property. Within forty-five (45) days after the selection of the appraisers, a majority of the appraisers shall set the estimated cost of repairs and allocations. If a majority of the appraisers are unable to agree within the stipulated period of time, the average of the three (3) appraisals shall be utilized. If, however, the low appraisal and/or the high appraisal

are/is more than fifteen percent (15%) lower and/or higher than the middle appraisal, the low appraisal and/or the high appraisal shall be disregarded. If only one appraisal is disregarded, the average of the two remaining appraisals shall be utilized. If both the low appraisal and the high appraisal are disregarded, the middle appraisal shall be utilized. The cost of the appraisals required by this subparagraph shall be paid by the Association and reimbursed by the Owners through an Extraordinary Assessment.

Section 10.05 Interior Damage. With the exception of any casualty or damage insured against by the Association pursuant to Article 9 of this Declaration, restoration and repair of any other damage to the interior of any individual Dwelling, including without limitation all fixtures, cabinets and improvements therein, together with restoration and repair of all interior paint, wall coverings and floor coverings, shall be made by and at the individual expense of the Owner of the Dwelling so damaged. In the event of a determination to rebuild the Property after partial or total destruction as provided in this Article 10, such interior repair and restoration shall be completed as promptly as practical and in a lawful and workmanlike manner, in accordance with plans approved by the Board.

Article XI.

DECLARANT'S RIGHTS AND RESERVATIONS

Section 11.01 Declarant is undertaking the work of construction of the Project and the creation of the Planned Unit Development on the Property. The completion of that work and the sale or other disposition of the Units is essential to the establishment and welfare of the Property as a residential community. In order that said work may be completed and said Property be established as a fully occupied residential community as rapidly as possible, nothing in this Declaration shall be understood or construed to:

- (a) Prevent Declarant, its contractors, or subcontractors from doing on the Property, whatever is reasonably necessary or advisable in connection with the completion of the work; or
- (b) Prevent Declarant or its representatives from erecting, constructing and maintaining on any part or parts of the Property, such structures as may be reasonable and necessary for the conduct of its business of completing said work and establishing said Property as a residential community and disposing of the same in parcels by sale or other disposition; or
- (c) Prevent Declarant from maintaining such sign or signs on any of the Property as may be necessary for the sale or disposition thereof; or
- (d) Prevent Declarant, its successors in interest and assigns, from entering into an exclusive long term contract on behalf of the Association, with a company to provide to each Owner cable television service, the cost of the same to be considered a common area expense; or

- (e) Prevent Declarant, its successors in interest, and assigns, from selling to a third party the rights to build upon the real property which subsequent Phases of the Project may be built. Declarant, its successors in interest and assigns, shall however, be obligated, if an election is made to develop subsequent Phases of the Project, to develop the Phases consistent with the requirements of this Declaration. So long as Declarant, owns one or more of the Units established and described in this Declaration and except as otherwise specifically provided herein, Declarant, its successors and assigns, shall be subject to the provisions of this Declaration.
- (f) ~~In the event Declarant shall convey~~ Assignment or transfer of Declarant rights shall be documented by a recorded instrument identifying the rights transferred and the obligations assumed. The transfer shall comply with applicable City approval and Development Agreement requirements. Assignment shall not automatically release the original Declarant from accrued obligations, unpaid assessments, required reserve funding, construction deficiencies, or liabilities arising before the transfer. Any City release shall require express written approval through the applicable procedures. y all of its right, title and interest in and to the Property to any partnership, individual or individuals, corporation or corporations, then and in such event, Declarant shall be relieved of the performance of any further duty or obligation or liability hereunder, and such partnership, individual or individuals, corporation or corporations, shall be obligated to perform all such duties and obligations of the Declarant.

Section 11.02 Disclaimer Of Fiduciary Duties: Except to the extent of the limited fiduciary duties imposed upon Declarant in *Davencourt At Pilgrims Landing Homeowners Association v. Davencourt at Pilgrims Landing, LC*, 2009 UT 65 (Utah 2009), to the maximum extent permitted by law, Declarant, and its managers, members, officers and agent hereby disclaim any and all fiduciary duties, duties or obligations to the Association, the Owners, or any other Person of any kind or nature.

Section 11.03 Indemnity. If Declarant or any Director, officer, manager, member or agent of Declarant is a made a party, or is threatened to be made party to or is involved as a defendant in any action, suit or proceeding, by reason of the fact that such Person is or was a manager or member of the Declarant, or is or was serving at the request of the Declarant as a Director, officer or representative of the Association or Declarant, shall be indemnified and held harmless to the fullest extent legally permissible under the laws of the State of Utah as in effect from time to time, against all expenses, liability and loss (including, without limitation, attorneys' fees, judgments, fines and amounts paid or to be paid in settlement) reasonably incurred or suffered by such Person in connection therewith. Such right of indemnification shall be a contract right that may be enforced in any manner desired by such Person. Such right of indemnification shall not be exclusive of any other right that such managers, Directors members or representatives may have or hereafter acquire, and without limiting the generality of such statement, they shall be entitled to their respective rights of indemnification under any other

agreement, vote of members, provision of law or otherwise, as well as their rights under this Section.

Section 11.04 Expenses Advanced. Expenses incurred by any Person in defending any action, suit or proceeding by reason of any act or omission of Declarant, managers or members acting as a director manager or member shall be paid by the Association as they are incurred and in advance of the final disposition of the action, suit or proceeding, upon receipt or any undertaking by or on behalf of the Person to repay the amount if it is ultimately determined by a court of competent jurisdiction that he is not entitled to be indemnified by the Association.

Section 11.05 Insurance. Without limiting the application of the foregoing, the Association shall cause the Association to purchase and maintain insurance or make other financial arrangements on behalf of any Person who is or was a Declarant, a manager or member of the Declarant or a member of the Board of the Association against any liability asserted against such Person and incurred in any capacity or arising out of such status, to the fullest extent permitted by the laws of the State of Utah, whether or not the Association would have the power to indemnify such person. The indemnification and advancement of expenses provided in this Article shall continue for a person who has ceased to be a director, member, manager, employee or agent, and inures to the benefit of the heirs, executors and administrators of such a person.

Article XII. RIGHTS OF MORTGAGEES

Section 12.01 In order to induce various lenders and lending agencies to participate in the financing of Units within the Project, this Article 12 is included in this Declaration. To the extent these added provisions, pertaining to the rights of such lenders and lending agencies conflict with any other provisions of this Declaration or any other of the Project Documents, these added restrictions shall control. For purposes of this Article 12, the terms "**Eligible I Holder**" and "**Eligible Insurer Guarantor**" refer to an Institutional First Mortgage Holder, Insurer or Guarantor of any Institutional First Mortgage on a Unit, who has provided a written request to the Association, to be notified of any proposed amendment or action described in Section 12.06 or Section 12.07 below.

Section 12.02 Notwithstanding any other provision of the Project Documents, no amendment or violation of the Project Documents shall operate to defeat or render invalid the rights of any Institutional First Mortgagee of a Unit made in good faith and for value, provided that after the foreclosure of any such mortgage, such Unit shall remain subject to the Project Documents.

Section 12.03 Each Institutional First Mortgagee of a mortgage encumbering any Unit, which obtains title to such Unit pursuant to judicial foreclosure or the powers provided in such mortgage, shall take title to such Unit free and clear of any claims for unpaid Assessments or charges against such Unit which accrued after the time such mortgagee recorded its mortgage,

and prior to the time such mortgagee acquires title to such Unit.

Section 12.04 Institutional First Mortgagees, upon written request, shall have the right to (1) examine the books and records of the Association during normal business hours; (2) require from the Association the submission of annual audited financial reports and other financial data; (3) receive written notice of all meetings of the Owners; and (4) designate, in writing, a representative to attend all such meetings.

Section 12.05 Each Owner hereby authorizes the Institutional First Mortgagee of a first mortgage on his Unit to furnish information to the Board concerning the status of the first mortgage and the loan which it secures.

Section 12.06 Unit Owners shall have the right to amend the Project Documents according to their terms, subject to the rights of Eligible Holders to participate in the amendment process as provided in this Section. Amendments of a material nature shall be agreed to by (i) the Declarant (so long as there are two classes of voting power); and (ii) Unit Owners representing at least sixty-seven percent (67%) of the total votes in the Association (excluding votes residing in Declarant, so long as two classes of voting power exist). Additionally, approval must be obtained from Eligible Holders representing at least fifty-one percent (51 %) of the votes of Limits that are subject to mortgages held by Eligible Holders. A change to any of the following would be considered as material:

- (a) Voting rights;
- (b) Assessments, assessment liens, or subordination of assessment liens;
- (c) Reserves for maintenance, repair and replacement of Common Area;
- (d) Responsibility for maintenance and repairs;
- (e) Reallocation of interests in the Common Area, or rights to its use;
- (f) Boundaries of any Unit;
- (g) Convertibility of Units into Common Area or vice-versa;
- (h) Expansion or contraction of the Project, or the addition, annexation or withdrawal of property to or from the Project;
- (i) Insurance or fidelity bonds,
- (j) A decision by the Association to establish self management when professional management had been previously required by an Eligible Holder;

- (k) Restoration or repair of the Project (after a hazard damage or partial condemnation) in a manner other than that specified in the Project Documents;
- (l) Any action to terminate the legal status of the Project after substantial destruction or condemnation (when Unit Owners are considering termination of the legal status of the Project for reasons other than substantial destruction or condemnation, approval must be obtained from Eligible Holders representing at least sixty-seven percent (67%) of the votes of Units that are subject to mortgages held by Eligible Holders); or
- (m) Any provision that expressly benefit mortgage holders, insurers or guarantors.

If the Association determines that an addition or amendment to the Project Documents is not a material change, the approval of Eligible Holders shall be implied by the failure of an Eligible Holder to submit a response to a written proposal for an amendment within thirty (30) days after the proposal is made.

Section 12.07 Each Eligible Holder and each Eligible Insurer or Guarantor is entitled to timely written notice of the following:

- (a) Any condemnation or casualty loss that affects either a material portion of the Project or the Unit securing its mortgage;
- (b) Any sixty (60) day delinquency in the payment of assessments or charges owed by the Owner of any Unit on which it holds the mortgage;
- (c) A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and
- (d) Any proposed action that requires the consent of a specified percentage of Eligible Holders.
- (e) In addition to the foregoing, the Board shall have the power and authority, without the vote of the Association, to enter into such contracts or agreements on behalf of the Association as are required in order to satisfy the guidelines of any generally recognized Institutional lending institution so as to allow for the purchase, guaranty or insurance, as the case may be, by such entities of first mortgages encumbering Units. Each Owner hereby agrees that it will benefit the Association and the membership of the Association, as a class of potential mortgage borrowers and potential sellers of their residential Units, if such agencies or lending institutions approve the Property as a qualifying Project under their respective policies, rules and regulations, as adopted from time to time.

Article XIII.
DURATION AND AMENDMENT

Section 13.01 Duration. This Declaration shall continue in full force for a term of fifty (50) years from the date hereof, after which time the same shall be automatically extended for successive periods of ten (10) years, unless a Declaration of Termination is recorded, meeting the requirements of an amendment to this Declaration as set Forth in Section 13.2. There shall be no severance by sale, conveyance, encumbrance or hypothecation of an interest in any Unit from the concomitant membership of the Association, as long as this Declaration shall continue in full force and effect. Expiration or termination of this Declaration shall not independently terminate permanent easements or obligations established by separate recorded City agreements or approvals.

Section 13.02 Amendment. Notice of the subject matter of a proposed amendment to this Declaration in reasonably detailed form shall be included in the notice of any meeting of the Association at which a proposed amendment is to be considered. A resolution adopting a proposed amendment may be proposed by all Owners at a meeting of the Members of the Association. The resolution shall be adopted by the vote, in person or by proxy, or written consent of Members of the Association representing not less than sixty-seven percent (67 %) of the total voting power of the Association (both classes combined). Notwithstanding the foregoing, the following special voting provisions shall apply:

- (a) Amendments of a material nature shall be enacted in compliance with the provisions of Article 12 of this Declaration;
- (b) The specified percentage of the voting power necessary to amend a specified provision of this Declaration shall be not less than the percentage of affirmative votes prescribed for action to be taken under that provision;
- (c) A certificate, signed and sworn to by two (2) officers of the Association, that the record Owners of the required number of Units have either voted for or consented in writing to any amendment adopted as provided above, when recorded, shall be conclusive evidence of that fact.

The Association shall maintain in its files the record of all such votes of written consents for a period of at least four (4) years. Such a certificate reflecting any amendment which requires the written consent of any of the record holders of Institutional First Mortgages shall be signed and sworn to by such first mortgagees.

Section 13.03 Approval Obligations. No amendment, termination, rule, or other Association action shall independently release or modify an obligation established by the recorded Development Agreement, approved Plat, municipal easements, or other binding City approval. Proposed changes affecting required open space, amenities, private streets, infrastructure, maintenance, reserves, or access shall obtain any corresponding City approval required by law and the applicable recorded instruments. Ordinary internal governance changes do not require City approval unless they affect such an obligation. Statutory Owner voting and amendment rights are preserved. Dissolution shall not discharge outstanding obligations, and any

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successor maintenance arrangement shall obtain required approvals before becoming effective.

Article XIV.

GENERAL PROVISIONS

Section 14.01 Enforcement. The Board or any Owner shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by this Declaration, and in such action shall be entitled to recover costs and reasonable attorneys' fees as are ordered by the Court. Any such action by the Board shall be taken on behalf of three (3) or more Unit Owners, as their respective interests may appear, with respect to any cause or action relating to the Common Area or more than one Unit. Failure by any such person or entity to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter.

Section 14.02 Invalidity of Any Provision. Should any provision of this Declaration be declared invalid or in conflict with any law of the jurisdiction where the Project is situated, the validity of all other provisions shall remain unaffected and in full force and effect.

~~Section 14.03 Conflict of Project documents. Governing Documents and Municipal Approvals. Conflicts among Association governing documents shall be resolved under Utah Code Ann. § 57-8a-228 and other applicable law. The recorded Plat and this Declaration shall have the status assigned by that statute; this Declaration shall not automatically supersede the Plat. Mortgagee-protection provisions remain subject to applicable law and shall not override municipal easements, the recorded Development Agreement, or enforceable City approval conditions. Association approval does not substitute for a required City permit or approval. If there is any conflict among or between the Project Documents, the provisions of this Declaration shall prevail; thereafter, priority shall be given to Project Documents in the following order: Plat Map; Articles; Bylaws; and rules and regulations of the Association. Notwithstanding the foregoing, any provision in any of the Project Documents which is for the protection of Institutional First Mortgagees shall have priority over any inconsistent provision in that document or in any other Project Document.~~

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~~Section 14.03~~Section 14.04 Riverdale City Enforcement. Riverdale City is an intended third-party beneficiary of provisions implementing its approved maintenance, reserve, infrastructure, access, open-space, and amenity requirements and may enforce those provisions through lawful remedies without becoming an Association member. Corrective entry and cost recovery shall follow applicable law, recorded easements, and binding agreements, including required notice except where lawful emergency action is necessary. This Declaration does not independently create a municipal lien or foreclosure power or require the City to perform Association maintenance.

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The undersigned, being the Declarant herein, has executed this Declaration on the _____ day of _____, 2026.

DECLARANT:

_____, LLC

By: _____

Its: _____

STATE OF UTAH)

: ss.

COUNTY OF _____)

On this _____ day of _____, 2026, before me, the undersigned, a Notary Public in and for the State of Utah, duly commissioned and sworn, personally appeared _____ to me known to be a Manager of _____, LLC, a Utah limited liability company, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument by authority of its operating agreement.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Notary Public

Exhibit “A”
Legal Description

Exhibit "C"

Address	Lot # On Plat	Lot Square Footage	Undivided Interest in Common Area	Assessment Percentage	Votes
	1	745	3.85%	3.85%	1
	2	693	3.85%	3.85%	1
	3	693	3.85%	3.85%	1
	4	745	3.85%	3.85%	1
	5	745	3.85%	3.85%	1
	6	693	3.85%	3.85%	1
	7	693	3.85%	3.85%	1
	8	745	3.85%	3.85%	1
	9	895	3.85%	3.85%	1
	10	833	3.85%	3.85%	1
	11	833	3.85%	3.85%	1
	12	895	3.85%	3.85%	1
	13	895	3.85%	3.85%	1
	14	833	3.85%	3.85%	1
	15	833	3.85%	3.85%	1
	16	833	3.85%	3.85%	1
	17	895	3.85%	3.85%	1
	18	745	3.85%	3.85%	1
	19	693	3.85%	3.85%	1
	20	693	3.85%	3.85%	1
	21	693	3.85%	3.85%	1
	22	745	3.85%	3.85%	1
	23	745	3.85%	3.85%	1
	24	693	3.85%	3.85%	1
	25	693	3.85%	3.85%	1
	26	745	3.85%	3.85%	1
TOTAL			100.00%	100.00%	26 46



CITY COUNCIL AGENDA
November 4, 2026

AGENDA ITEM: G3

- SUBJECT:** Schwab Property (1500 W Ritter Drive)
- PRESENTER:** Brandon Cooper, Community Development Director
- INFORMATION:**
- a. [Ordinance 1016](#)
Transmittal – General Plan Update
 - b. [Ordinance 1017](#)
Transmittal – Zoning Map Amendment
 - c. [Resolution 2026-39](#)
Agreement for Development of Land

[BACK TO AGENDA](#)



ORDINANCE NO. 1016

AN ORDINANCE AMENDING THE RIVERDALE CITY GENERAL PLAN TO UPDATE THE FUTURE LAND USE MAP AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Riverdale City (“City”) recognizes the importance of proper and effective planning and zoning within the corporate city limits; and

WHEREAS, the City has previously adopted a General Plan and Future Land Use Map, outlining the city’s vision and intent to provide for future planning and zoning of the City; and

WHEREAS, the City recognizes occasional updates are required to provide maximum attention and care to the General Plan, General Plan Goals, Plans, Objectives, Commentary and Maps; and

WHEREAS, the amendment would refine the Future Land Use Map designation to better reflect evolving land use patterns, housing needs, and development opportunities in this area, while maintaining consistency with the broader residential character envisioned in the General Plan; and

WHEREAS, the update is intended to provide greater flexibility in housing types, support a more diverse range of residential options, and implement the General Plan’s policies related to efficient land use, infill development, elements of the Moderate-Income Housing Plan, and overall housing choice; and

WHEREAS, the Planning Commission held a duly noticed public hearing on October 27, 2025, at which it considered all competent evidence presented in support of and in opposition to the proposed amendments, and thereafter recommended approval of the amendments; further, all applicable state and local requirements governing amendments to a municipal general plan have been satisfied; and

WHEREAS, the amendment supports and clarifies the implementation of the General Plan, promotes coordinated, high-quality development, and is in the best interests of the City and its residents; and

WHEREAS, to keep the citizenry informed and current with the most recent information, data, plans and future development goals, the City wishes to incorporate the proposed amendment(s) and make them a part of the City’s current General Plan;

**NOW, THEREFORE, BE IT HEREBY ORDAINED AND ENACTED BY THE CITY
COUNCIL OF THE CITY OF RIVERDALE:**

That the attached amendments and related map updates are hereby adopted and incorporated into the Riverdale City General Plan, specifically amending the Future Land Use Map. Such amendments shall replace all existing General Plan provisions and map designations that are inconsistent therewith. The General Plan, as amended, together with all unchanged provisions, shall continue to be known as the Riverdale City General Plan and shall be maintained on file in the Office of the Riverdale City Recorder and made available for public inspection.

PASSED, ADOPTED AND ORDERED POSTED this 4th day of November, 2026.

Braden Mitchell, Mayor

Attest:

Michelle Marigoni, City Recorder



Body: City Council
Topic: **Request for approval of a General Plan Amendment to modify the Future Land Use Map from Detached Residential to Commercial – 1500 W Ritter Dr**

Department: Community Development
Director: Brandon Cooper
Staff/Presenter: Brandon Cooper
Contact: bcooper@riverdaleutah.gov

ITEM TYPE

- ☒ Action Item
- ☐ Public Hearing
- ☐ Discussion Item
- ☐ Information Item
- ☐ Other _____

Applicant: Rex Schwab, New City Mechanical
Project Location: approx. 1500 W Ritter Drive (parcel no. **085050004**)
Future Map Designation: Detached Residential
Proposed Map Designation: Commercial for .90 of the parcel
Acreage: approximately 1.33 acres

REQUESTED ACTION

The Community Development Department is transmitting a request for an amendment to the Riverdale City General Plan for Planning Commission review, public hearing, and recommendation to the City Council. The proposed amendment is intended to update the Future Land Use Map to allow for a transition of a portion of the lot from A-1 (Agricultural) to CP-3 (Regional Commercial) in the vicinity of 1500 W Ritter Drive, Riverdale, Utah. The currently adopted Future Land Use Map identifies this area generally as “Detached Residential.” The proposal is to change the northern .90 acres of the 1.33 acre lot into Commercial and leave the remainder as Detached Residential. The concept proposes a three-lot subdivision with one approximately 0.90-acre commercial lot and two residential lots. The commercial lot would contain a 7,200-square-foot building for New City Mechanical, parking, landscaping, and an equipment storage area. The submittal identifies the proposed business address as 5187 South 1500 West.

REQUESTED TIMELINE:

Planning Commission Meeting – October 27, 2026
City Council Meeting – November 4, 2026



EXECUTIVE SUMMARY

The action would establish policy support for consideration of CP-3 zoning on the commercial portion (north end) of the parcel. The General Plan identifies CP-3 among the zones associated with the Commercial designation. The residential portion would remain within the Detached Residential designation (south side), preserving the proposed residential frontage along Ritter Drive.

The applicant cites surrounding development, access to existing roads and infrastructure, and the opportunity to appropriately arrange commercial and residential uses on the site as justification. The concept places the commercial building toward the north, with residential lots toward Ritter Drive. This arrangement offers an opportunity for a transition between uses, subject to effective buffering and compatible site operations.

PLANNING COMMISSION REVIEW AND RECOMMENDATION

In reviewing the proposed General Plan amendment, the Planning Commission considered the following:

1. **Consistency with Utah Code (LUDMA)**
Whether the amendment complies with Utah Code Title 10, Chapter 20, including requirements that the General Plan provide clear policy guidance for land use decisions and implementation ordinances.
2. **Internal Consistency of the General Plan**
Whether the proposed amendment is consistent with existing General Plan goals, objectives, and policies related to land use, transportation, housing, economic development, public facilities, and community character.
3. **Implementation Support**
Whether the amendment provides appropriate policy support for updated zoning, subdivision, and planned development regulations.
4. **Public Health, Safety, and Welfare**
Whether the amendment promotes the long-term health, safety, and general welfare of the community, including considerations related to transportation, infrastructure capacity, and neighborhood compatibility.
5. **Public Input**
Comments received during the public hearing and written submissions.



Additionally, in reviewing this application, the Planning Commission considered whether the proposed amendment:

- Advances the vision and goals of the General Plan;
- Supports orderly growth and efficient use of land and infrastructure;
- Enhances flexibility while maintaining predictability and compatibility;
- Supports coordinated infrastructure planning;
- Provides clear policy guidance for future development decisions; and
- Serves as an effective implementation tool for Riverdale City's land use regulations.

Based on its review and a public hearing held on October 27, 2026, the Planning Commission forwards a positive recommendation to the City Council for adoption of the proposed amendment to the General Plan with the following findings:

- The application has been processed in accordance with Utah Code Title 10, Chapter 20, and the applicable provisions of the Riverdale City Code
- The amendment constitutes an infill or redevelopment area served by existing public infrastructure, utilities, and transportation facilities. The General Plan identifies such areas as appropriate locations for commercial development.
- The amendment is consistent with the General Plan's transportation and mobility policies and supports land use patterns that promote efficient use of transportation infrastructure and multimodal access.
- The amendment supports orderly growth, efficient use of land, and redevelopment within the City's existing urban area, consistent with the long-term land use and infrastructure planning objectives of the General Plan.
- The proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property.

Pursuant to Utah Code Title 10, Chapter 20, the Planning Commission's role is **advisory**.

The City Council is the final decision-making body for General Plan amendments.

POTENTIAL ACTIONS

Following discussion and review, the City Council shall make a motion to:

- **APPROVE** the proposed amendment to the Future Land Use Map;
- **APPROVE WITH MODIFICATIONS** of the proposed amendment to the Future Land Use Map; or



- **DENY**, supported by findings fact.

STAFF CONCLUSION

Staff recommends approval of the amendment to the Future Land Use Map of the General Plan for the approximately 0.90-acre commercial portion of parcel **085050004**, based on the following proposed findings:

- The limited amendment would provide policy support for consideration of commercial zoning while retaining the residential designation on the remainder.
- The proposed layout offers an opportunity to coordinate commercial and residential development on an infill parcel.
- Separate zoning, subdivision, and development review will be necessary to address site compatibility and infrastructure requirements.

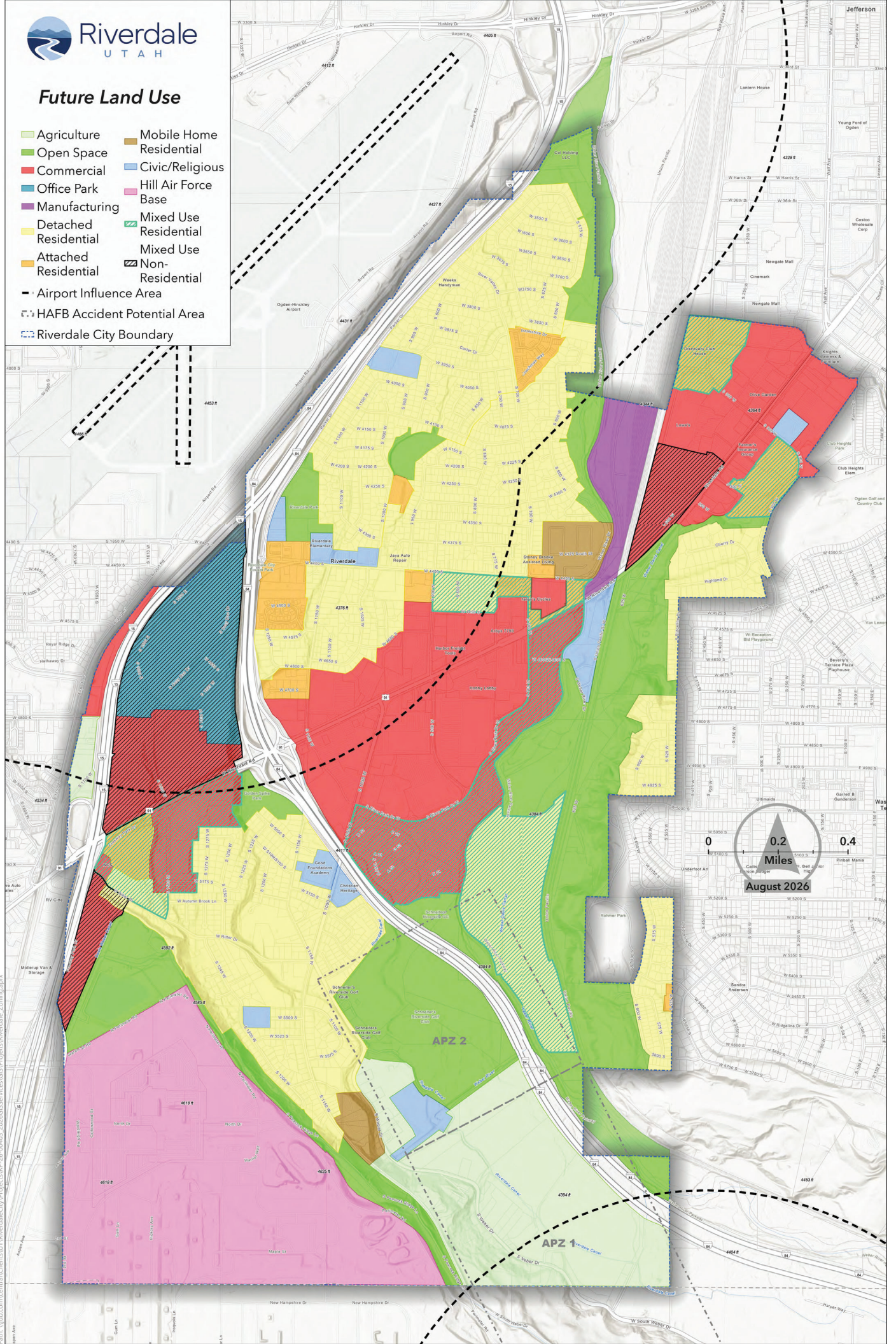
Attachments

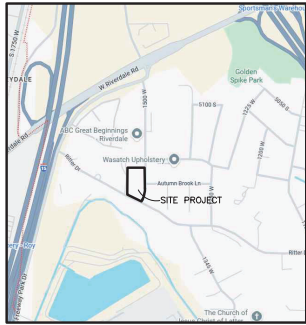
Concept Project Map

Concept Renderings

Future Land Use

- Agriculture
- Open Space
- Commercial
- Office Park
- Manufacturing
- Detached Residential
- Attached Residential
- Mobile Home Residential
- Civic/Religious
- Hill Air Force Base
- Mixed Use Residential
- Mixed Use Non-Residential
- Airport Influence Area
- HAFB Accident Potential Area
- Riverdale City Boundary



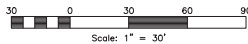
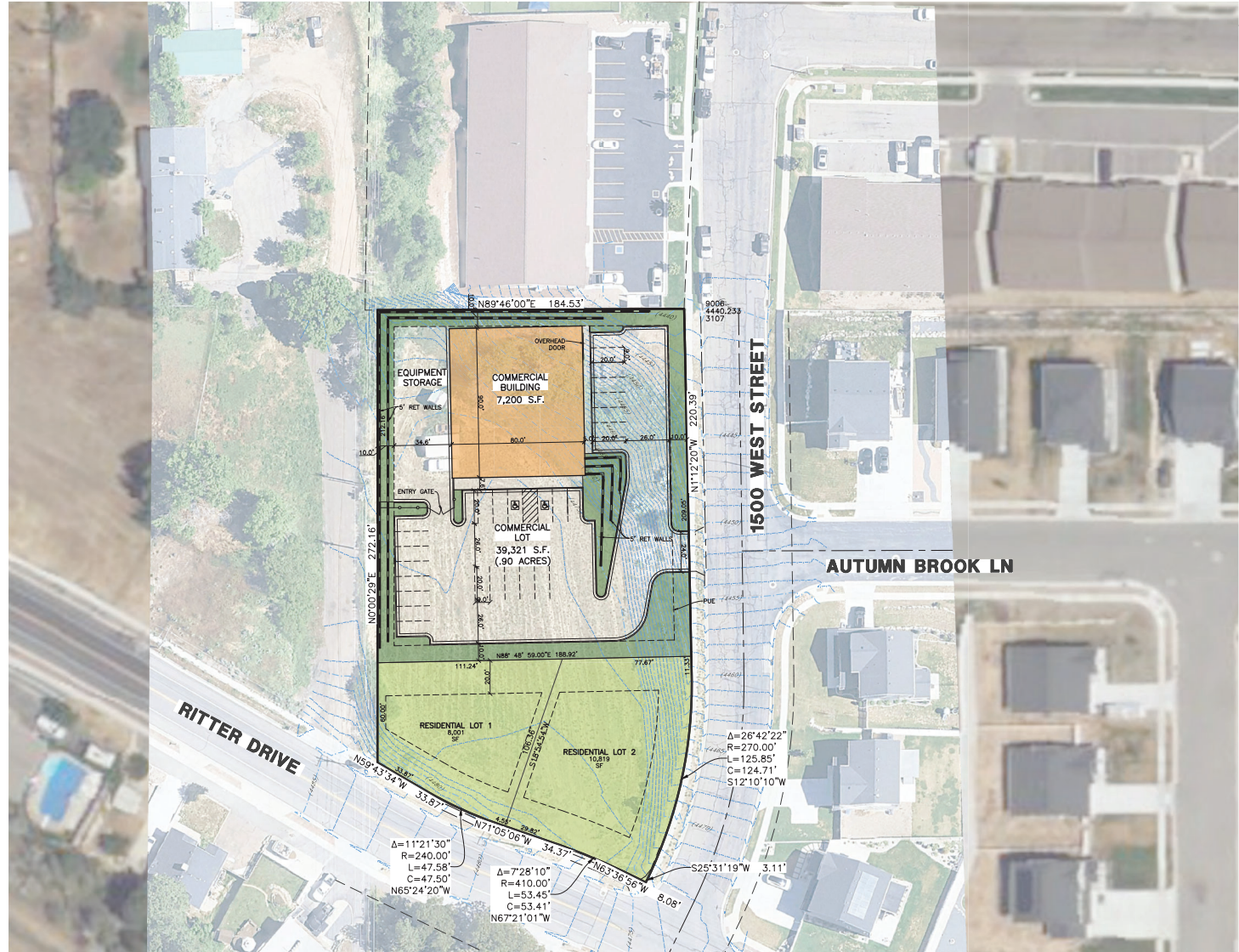


Vicinity Map
SCALE: NONE

Legend

- BOUNDARY LINE
- LOT LINE
- - - ADJOINING PROPERTY
- - - CENTERLINE
- - - EASEMENTS

SITE DATA	
Parcel.....	085050004
Zone.....	R-1-6
Total Area.....	58,141 S.F. (1.33 AC)
Commercial Lot.....	39,321 S.F. (18.3%)
Parking.....	30 stalls provided (2 ADA)
Building Area.....	7,200 (18.3%)
Pavement.....	22,246 S.F. (56.6%)
Landscape.....	9,875 S.F. (25.1%)
Total Lots Proposed.....	2 lots (18,820 SF (0.43 AC)
Residential Lot 1.....	8,001 S.F. (0.18 AC)
Residential Lot 2.....	10,819 S.F. (0.25 AC)



1500 West Street Subdivision

Riverdale City, Weber County, Utah

REVISIONS	DESCRIPTION
DATE	

1500 West Street Subdivision PART OF THE SE 1/4 OF SECTION 13 T5N, R2W, S18 & M, U.S. SURVEY RIVERDALE CITY, WEBER COUNTY, UTAH	Commercial Concept Plan
--	--------------------------------

Project Info.
Engineer: N. Reeve
Planner: C. Cove
Designer: P. Toome
Date: 3-31-2026
Name: 1500 WEST STREET SUBDIVISION
Number: 7888-02

Sheet	1
1	Sheets

Part of the SE ¼ of section 13 T.5N., R.2W., S.L.B & M., U.S Survey Riverdale City, Weber County, Utah

505

IN RIVERDALE CITY

SCALE 1" = 50'

SEE PAGE 107

SEE PAGE 107

Survey map showing a proposed 1500 West St. easement and property boundaries. The map includes the following details:

- Proposed Easement:** 1500 WEST ST, ROADWAY SLOPE EASEMENT.
- Property Owners:** SCOTT D BAIRD & LINDA L BAIRD TRUST (085050004, 1.33 AC±), RIVERDALE CITY (085050003, 2,634 SQ FT), COLEMAN FARMS SUB 599.
- Boundaries and Measurements:**
 - North: S 89°53'57" E, 184.53'
 - East: 30.005', 30.005'
 - South: S 0°50'58" E, 219.39', S 89°53'57" E, 48.16', S 6°52'12" E
 - West: N 0°20'33" E, 288.75', N 64°08'38" W, 353.31'
 - Internal: L=125.85', R=300.00', L=139.83', R=300.00', L=39.78', R=330.00'
- Other Features:** RITTER DRIVE, SEE PAGE 107, SEE PG 599.

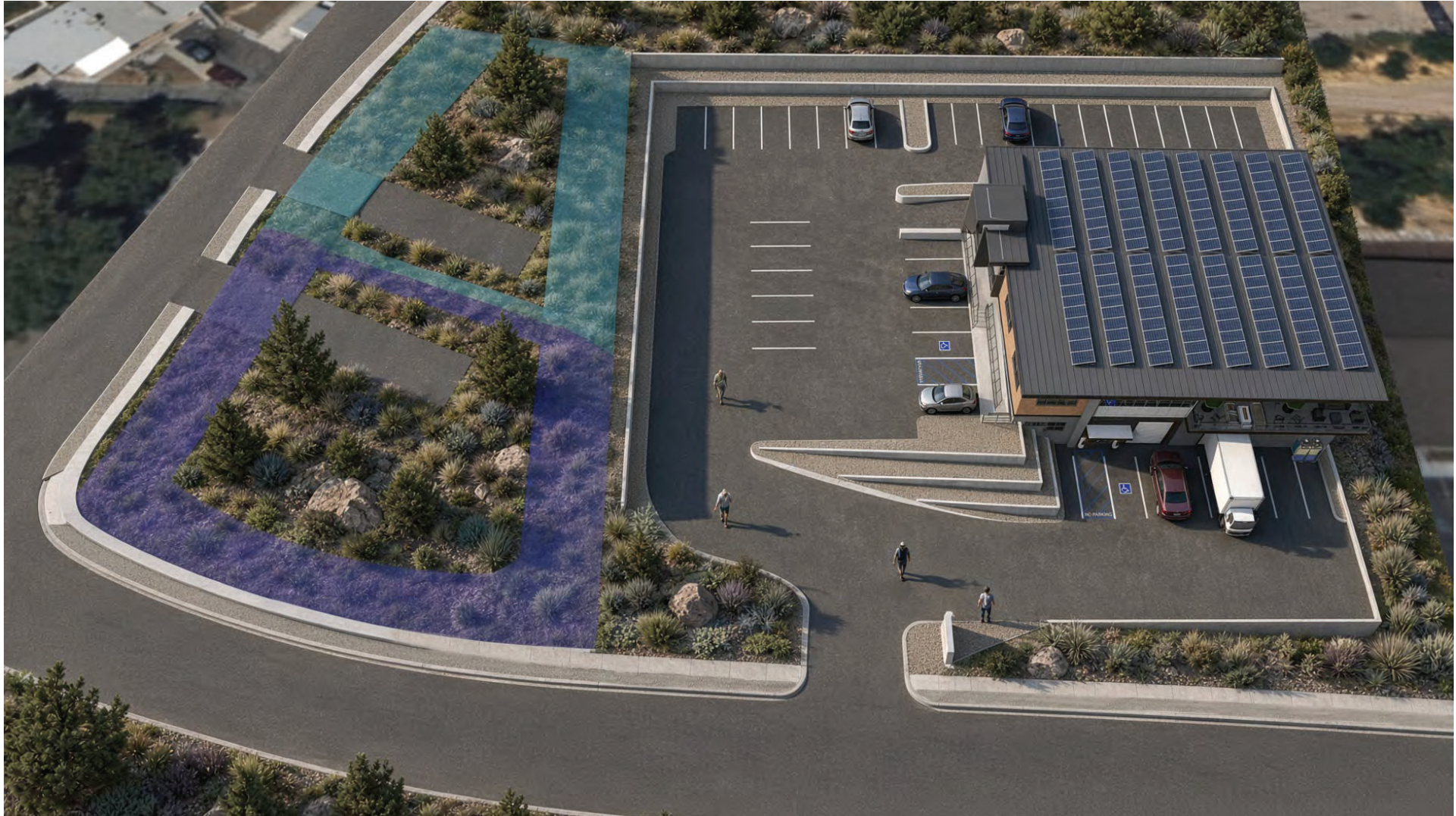
SEE PAGE 107

10' UTILITY & DRAINAGE EASEMENTS EACH
SIDE OF PROPERTY LINES AS INDICATED
BY DASHED LINES EXCEPT AS OTHERWISE
SHOWN.



New Development For:
NEW CITY MECHANICAL

5187 1500W
RIVERDALE UT 84405



SHEET

REVISION

A NEW BUILDING FOR:
NEW CITY MECHANICAL
5187 1500 W
RIVERDALE, UT 84405
MOUNTAIN WEST ARCHITECTURE | 140 20TH STREET - COVINGTON, LA 70038 | (504) 833-3840 | www.mountainwestarch.com

SHEET TITLE
**OVERALL SITE
PERSPECTIVE / COVER**
PROJECT: 08-000

SHEET NUMBER
A-201

DO NOT SCALE DRAWING



1 EAST ELEVATION
SCALE: 1/4" = 1'-0"



2 NORTH ELEVATION
SCALE: 1/4" = 1'-0"



HORIZONTAL METAL SIDING -
GRAPHITE



VERTICAL METAL SIDING -
NICKEL



CHAMCLAD SHADOWLINE
VINYL SIDING
OR
SUSTAINABLE CEDAR WOOD
PLANK SIDING



EXTRA DARK BRONZE
ALUMINUM FASCIA AND TRIM



ANODIZED ALUMINUM
STOREFRONT DOORS AND
WINDOWS W/ LOW-E GLAZING
AND GRAY TINTED GLASS



SCALE

REV	DATE	DESCRIPTION
01	01/17/2021	PLANNING SUBMITTAL
02	01/17/2021	PLANNING SUBMITTAL
03	01/17/2021	PLANNING SUBMITTAL
04	01/17/2021	PLANNING SUBMITTAL
05	01/17/2021	PLANNING SUBMITTAL
06	01/17/2021	PLANNING SUBMITTAL
07	01/17/2021	PLANNING SUBMITTAL
08	01/17/2021	PLANNING SUBMITTAL
09	01/17/2021	PLANNING SUBMITTAL
10	01/17/2021	PLANNING SUBMITTAL

A NEW BUILDING FOR:
NEW CITY MECHANICAL
5187 1500 W
RIVERDALE, UT 84405
MOUNTAIN WEST ARCHITECTURE | 1450 20TH STREET - COVINGTON, LA 70011 (504) 833-3840 | www.mountainwestarch.com

SHEET TITLE
**EXTERIOR
ELEVATIONS/BUILDING
SECTIONS**
PROJECT: 08-000

SHEET NUMBER
A-202

DO NOT SCALE DRAWING



1 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



2 WEST ELEVATION
SCALE: 1/4" = 1'-0"



HORIZONTAL METAL SIDING - GRAPHITE



VERTICAL METAL SIDING - NICKEL



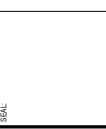
CHAMCLAD SHADOWLINE VINYL SIDING OR SUSTAINABLE CEDAR WOOD PLANK SIDING



EXTRA DARK BRONZE ALUMINUM FASCIA AND TRIM



ANODIZED ALUMINUM STOREFRONT DOORS AND WINDOWS W/ LOW-E GLAZING AND GRAY TINTED GLASS



REV	DATE	DESCRIPTION
1	8/17/2021	PLANNING SUBMITTAL
2	9/15/2021	PLANNING SUBMITTAL

A NEW BUILDING FOR:
NEW CITY MECHANICAL
5187 1500 W
RIVERDALE, UT 84405
MOUNTAIN WEST ARCHITECTURE | 1450 20TH STREET, COVINGTON, LA 70040 | PH: 504.384.0021 | WWW.MOUNTAINWESTARCHITECTURE.COM

SHEET TITLE:
EXTERIOR ELEVATIONS
PROJECT: 2018-000

SHEET NUMBER:
A-203

DO NOT SCALE DRAWING





MOUNTAIN WEST
ARCHITECTURE

REV	DATE	DESCRIPTION
01	08/17/2020	PLANNING SUBMITTAL
02	09/10/2020	PLANNING SUBMITTAL
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PROJECT: A NEW BUILDING FOR:
NEW CITY MECHANICAL
5187 1500 W
RIVERDALE, UT 84405

MOUNTAIN WEST ARCHITECTURE | 140 20TH STREET, COVINGTON, LA 70040 | PH: 504.388.6021 | WWW.MOUNTAINWESTARCHITECTURE.COM

SHEET TITLE: PERSPECTIVE RENDERINGS

SHEET NUMBER: A-204

DO NOT SCALE DRAWING



ORDINANCE NO. 1017

AN ORDINANCE AMENDING THE RIVERDALE CITY ZONING MAP TO REZONE APPROXIMATELY 1.33 ACRES LOCATED AT THE CORNER OF 1500 WEST AND RITTER DRIVE FROM A-1 (AGRICULTURAL) TO CP-3 (REGIONAL COMMERCIAL) FOR APPROXIMATELY 0.90 ACRES AND R-1-6 (SINGLE-FAMILY RESIDENTIAL) FOR APPROXIMATELY 0.43 ACRES; REQUIRING AN AGREEMENT FOR DEVELOPMENT OF LAND; PROVIDING FOR SEPARATE DEVELOPMENT APPROVALS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Rex Schwab, New City Mechanical, has requested an amendment to the Riverdale City Zoning Map for approximately 1.33 acres located at the corner of 1500 West and Ritter Drive, Riverdale, Weber County, Utah, identified as parcel no. 085050004 and depicted in Exhibit A, attached hereto and incorporated herein (the “**Subject Property**”); and

WHEREAS, the requested amendment would change the Subject Property’s zoning from A-1 (Agricultural) to CP-3 (Regional Commercial) for the approximately 0.90-acre northern portion and R-1-6 (Single-Family Residential) for the approximately 0.43-acre southern portion; and

WHEREAS, the applicant proposes a commercial building for New City Mechanical with associated parking, landscaping, and equipment storage on the northern portion and two single-family residential lots on the southern portion, subject to separate subdivision and site plan approvals; and

WHEREAS, the Planning Commission held a public hearing on October 27, 2026, to consider the proposed zoning map amendment; and

WHEREAS, the City Council has considered the Planning Commission’s recommendation, the staff report, public comments, and other relevant information presented at a public meeting and finds that the proposed amendment promotes the public health, safety, and general welfare;

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

Section 1. Findings

The City Council finds that the proposed zoning map amendment provides an appropriate transition between commercial development to the north and residential uses to the south; supports efficient use of vacant land and existing infrastructure; and allows commercial and residential development to be evaluated through separate subdivision and site plan review. Consistency with the General Plan is addressed through the associated, separately considered amendment designating the approximately 0.90-acre commercial portion as Commercial while retaining the residential designation for the southern portion.

Section 2. Zoning Map Amendment

The Official Zoning Map of Riverdale City is hereby amended to rezone the Subject Property from A-1 (Agricultural) to CP-3 (Regional Commercial) for the approximately 0.90-acre northern portion labeled “Commercial Lot” in Exhibit A and R-1-6 (Single-Family Residential) for the approximately 0.43-acre southern portion labeled “Residential Lot 1” and “Residential Lot 2” in Exhibit A. The zoning boundary shall follow the platted dividing line shown between those commercial and residential areas. City staff are directed to update the Official Zoning Map accordingly.

Section 3. Agreement for Development of Land

Development pursuant to this rezoning shall be subject to approval and execution of an Agreement for Development of Land between Riverdale City and the owner of the Subject Property. The agreement shall establish applicable development obligations and shall be separately approved by the City Council.

No development may proceed under this Ordinance until the required agreement has been approved and executed and all applicable development approvals and permits have been obtained.

Section 4. Separate Development Approvals

Approval of this zoning map amendment does not approve a subdivision plat, site plan, commercial building, outdoor storage area, driveway, utility design, or building permit. The concept plan in Exhibit A is incorporated to identify the zoning areas only; its other features remain subject to separate review and approval.

Subdivision and site plan applications shall address applicable requirements for parking, outdoor storage screening, landscaping, buffering, access and driveway alignment, utilities, drainage, and public improvements. All required approvals shall be obtained from the authorities designated by applicable law and City Code. Nothing in this Ordinance alters rights established by applicable Utah law.

Section 5. Future Legislative Action

Failure to execute or comply with the Agreement for Development of Land shall not automatically change the zoning. Any subsequent zoning map amendment requires separate legislative action and compliance with applicable notice, hearing, and review procedures.

Section 6. Severability

If any provision of this Ordinance, or its application to any person or circumstance, is held invalid, that invalidity shall not affect the remaining provisions or applications that can be given effect without the invalid provision or application. The provisions of this Ordinance are declared severable.

Section 7. Effective Date

This Ordinance shall take effect upon publication or posting as required by law, following its passage and approval and adoption of the associated General Plan amendment for the commercial portion of the Subject Property.

PASSED, ADOPTED AND ORDERED POSTED this 4th day of November, 2026.

Braden Mitchell, Mayor

Attest:

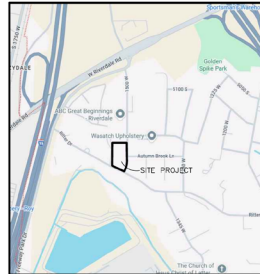
Michelle Marigoni, City Recorder

VOTE:

Alan Arnold	_____	Yes	_____	No	_____	Absent
Bart Stevens	_____	Yes	_____	No	_____	Absent
Anne Hansen	_____	Yes	_____	No	_____	Absent
Michael Richter	_____	Yes	_____	No	_____	Absent
Kent Anderson	_____	Yes	_____	No	_____	Absent

EXHIBIT A
SCHWAB PROPERTY ZONING AREAS

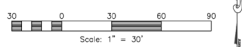
Parcel no. 085050004 — Northern Commercial Lot: CP-3; Southern Residential Lots 1 and 2: R-1-6
Concept plan incorporated solely to identify the zoning areas described in Section 2.



Legend

- BOUNDARY LINE
- LOT LINE
- ADJOINING PROPERTY
- CENTERLINE
- EASEMENTS

SITE DATA	
Parcel.....	085050004
Zone.....	R-1-6
Total Area.....	56,141 S.F. (1.33 AC)
Commercial Lot.....	39,321 S.F. (18.35)
Parking.....	30 stalls provided (± ADA)
Building Area.....	7,200 (18.35)
Pavement.....	22,248 S.F. (56.68)
Landscape.....	9,875 S.F. (25.13)
Total Lots Proposed.....	2 lots (18,820 SF (0.43 AC)
Residential Lot 1.....	8,001 S.F. (0.18 AC)
Residential Lot 2.....	10,819 S.F. (0.25 AC)



1500 West Street Subdivision

Riverdale City, Weber County, Utah

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF REEVE & ASSOCIATES, INC., 5180 S. 1500 W., RIVERDALE, UTAH 84405, AND SHALL NOT BE PHOTOCOPIED, RE-DRAWN, OR USED ON ANY PROJECT OTHER THAN THE PROJECT SPECIFICALLY DESIGNED FOR, WITHOUT THEIR WRITTEN PERMISSION. THE OWNERS AND ENGINEERS OF REEVE & ASSOCIATES, INC. DISCLAIM ANY LIABILITY FOR ANY CHANGES OR MODIFICATIONS MADE TO THESE PLANS OR THE DESIGN THEREON WITHOUT THEIR CONSENT.



REVISION	DESCRIPTION
DATE	

1500 West Street Subdivision
PART OF THE SE 1/4 OF SECTION 13 T.5N. S.27N. E.18W. S.18W. & N. U.S. SURVEY
RIVERDALE CITY, WEBER COUNTY, UTAH

Commercial Concept Plan

Project Info.
Engineer: R. Reeve
Planner: C. Cove
Designer: P. Toome
Date: 3-31-2026
Name: 1500 WEST STREET
SUBDIVISION
Number: 7888-02

Sheet 1 of 1
1 Sheets



Body: Planning Commission
Topic: Request for approval of a Zoning Map Amendment to modify the property's zoning from A-1 (Agricultural) to CP-3 (Regional Commercial) and R-1-6 (Single Family Residential) 1500 W Ritter Dr

Department: Community Development
Director: Brandon Cooper
Staff/Presenter: Brandon Cooper
Contact: bcooper@riverdaleutah.gov

ITEM TYPE

- ☒ Action Item
- ☐ Public Hearing
- ☐ Discussion Item
- ☐ Information Item
- ☐ Other _____

Applicant: Rex Schwab, New City Mechanical
Project Location: approx. 1500 W Ritter Drive (parcel no. **085050004**)
Current Zoning: A-1
Proposed Zoning: Commercial for .90 of the parcel, R-1-6 for remainder
Acreage: approximately 1.33 acres

REQUESTED ACTION

The Community Development Department is transmitting a request from Rex Schwab to amend the Zoning Map for approximately 1.33 acres located on the corner of 1500W and Ritter Drive. The property is currently zoned A-1. The applicant is requesting that a Zoning Map Amendment be approved to the CP-3 zone for the northern half (approximately .90 acres) to accommodate a proposed 7,200-square-foot building for New City Mechanical, with parking, landscaping, and equipment storage area AND to the R-1-6 zone for the southern .43 acres to accommodate two single-family residential lots. Such uses would require separate consideration from the Planning Commission (subdivision/site plan) and City Council (site plan), to be transmitted at a future date, subject to this action.

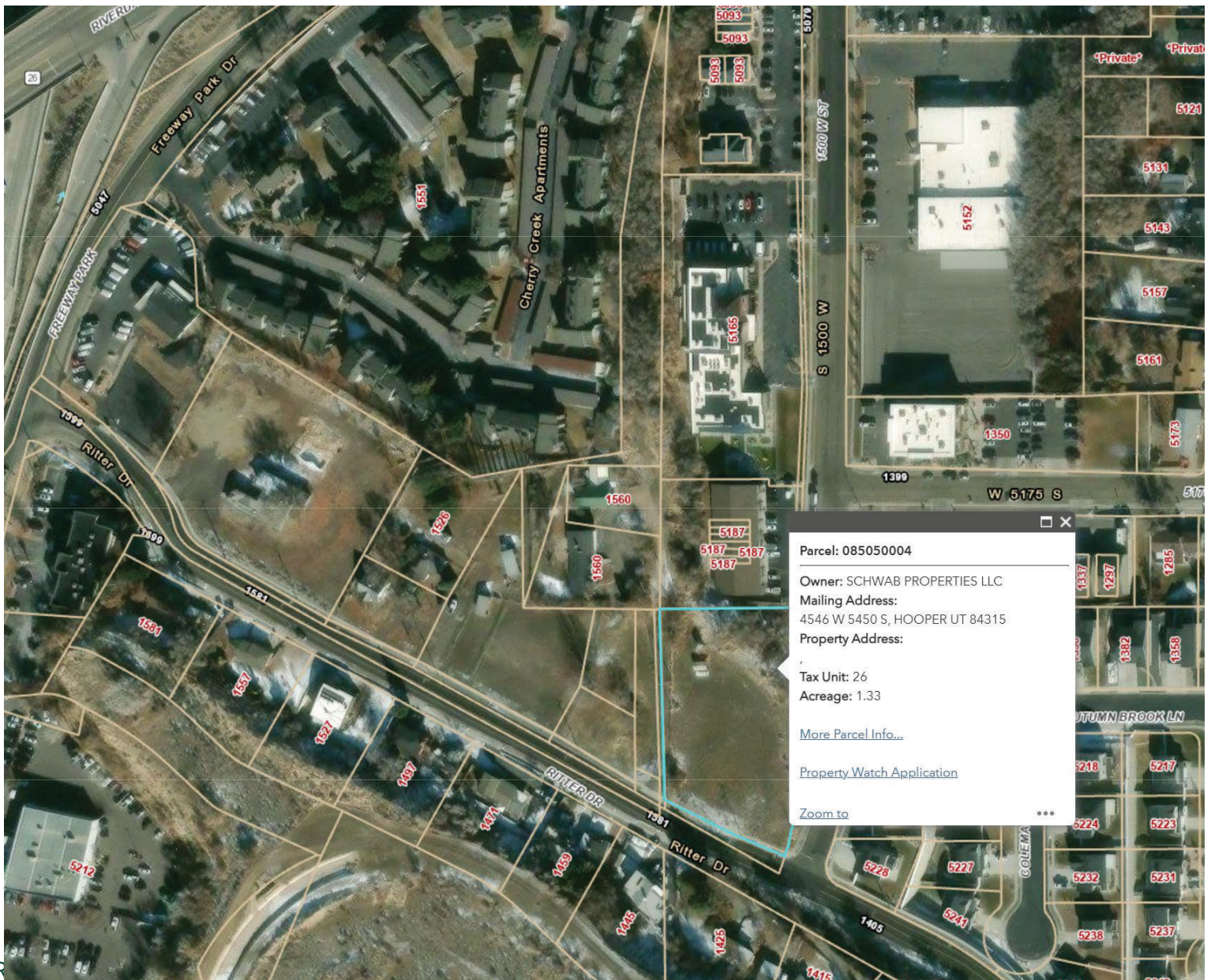
REQUESTED TIMELINE:

Planning Commission Meeting – October 27, 2026
City Council Meeting – November 4, 2026



EXECUTIVE SUMMARY

The property has been historically used for low density residential purposes and is currently vacant. Its corner orientation places it in the middle of commercial uses and residential uses. The applicant has met with Staff previously in a pre-application to better understand how to create an appropriate transition between the two separate uses. The concept proposes a three-lot tiered subdivision with one approximately 0.90-acre commercial lot and two residential lots.





ANALYSIS

Existing Land Use	Vacant Land
Current Zoning	A-1
Proposed Zoning	CP-3 / R-1-6
Adjacent Zoning	
East	R-1-8
West	R-1-6
North	CP-3
South	A-1

According to Riverdale City Code 10-10B-1, the purpose of the CP-3 zone classification is to “to permit the establishment of a well-designed complex of retail commercial facilities for a neighborhood, community or region which will provide goods and services for the people to be served, minimize traffic congestion on public streets in the vicinity and which shall best fit the general environment and land use pattern of the area to be served.” Specifically, the CP-3 zone “provides for the sale and supply of the complete range of retail and wholesale goods and personal services for the metropolitan area and, also, a center for recreational entertainment and cultural activities for the entire region”.

According to Riverdale City Code 10-9B-1, the purpose of the R-1-10, R-1-8 and R-1-6 zone classifications is to “provide regulated areas for single-family residential use at three (3) different low density levels.” Single-family dwellings with a minimum lot area of 6,000 square feet are permitted in the R-1-6 zone.

APPROVAL STANDARDS

A decision to amend the Zoning Map is a matter committed to the legislative discretion of the City Council and is not controlled by one standard. In determination of a recommendation, the Commission should consider the following factors:

- Is there sufficient justification for the proposed amendment?
- Whether the proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property?
- Is the proposal consistent with the goals, objectives, and policies of the General Plan?
- The extent to which the proposed amendment may adversely affect adjacent property?



- Have the potential effects of the proposed amendment been determined not to be detrimental to public health, safety, or welfare and represent an overall community benefit?
- The adequacy of facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, and wastewater and refuse collection?

COMMENTS

Community Development. Concerns with off-site parking and screening of outdoor storage

Engineering. Concerns with utilities

Public Works. Concerns with utilities, alignment of residential driveways

Building Division. No immediate concerns

Fire. No immediate concerns

Legal. No immediate concerns

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

STAFF RECOMMENDATION

Community Development staff have reviewed the application and finds:

1. The proposed Zoning Map Amendment is compatible with the Approval Standards outlined herein
2. A defined edge to development and buffering between types of uses is provided
3. Rezoning creates a more efficient use of land and more owner-occupied homes
4. The concept use provides a good transition between the commercial properties to the north and the single-family homes to the south

POTENTIAL ACTIONS:

Following the presentation and discussion of the proposal and any public comment, the City Council may make:

- 1) a motion to **APPROVE** the proposed Zoning Map amendment and the associated Agreement for Development of Land



Riverdale
U T A H

TRANSMITTAL

- 2) a motion to **APPROVE WITH MODIFICATIONS** the proposed Zoning Map amendment and the associated Agreement for Development of Land
- 3) a motion to **DENY** the proposed Zoning Map amendment and the associated Agreement for Development of Land
- 4) a motion to **TABLE** the matter to a later date

Attachments

Concept Project Map

Concept Renderings

DRAFT Agreement for Development of Land

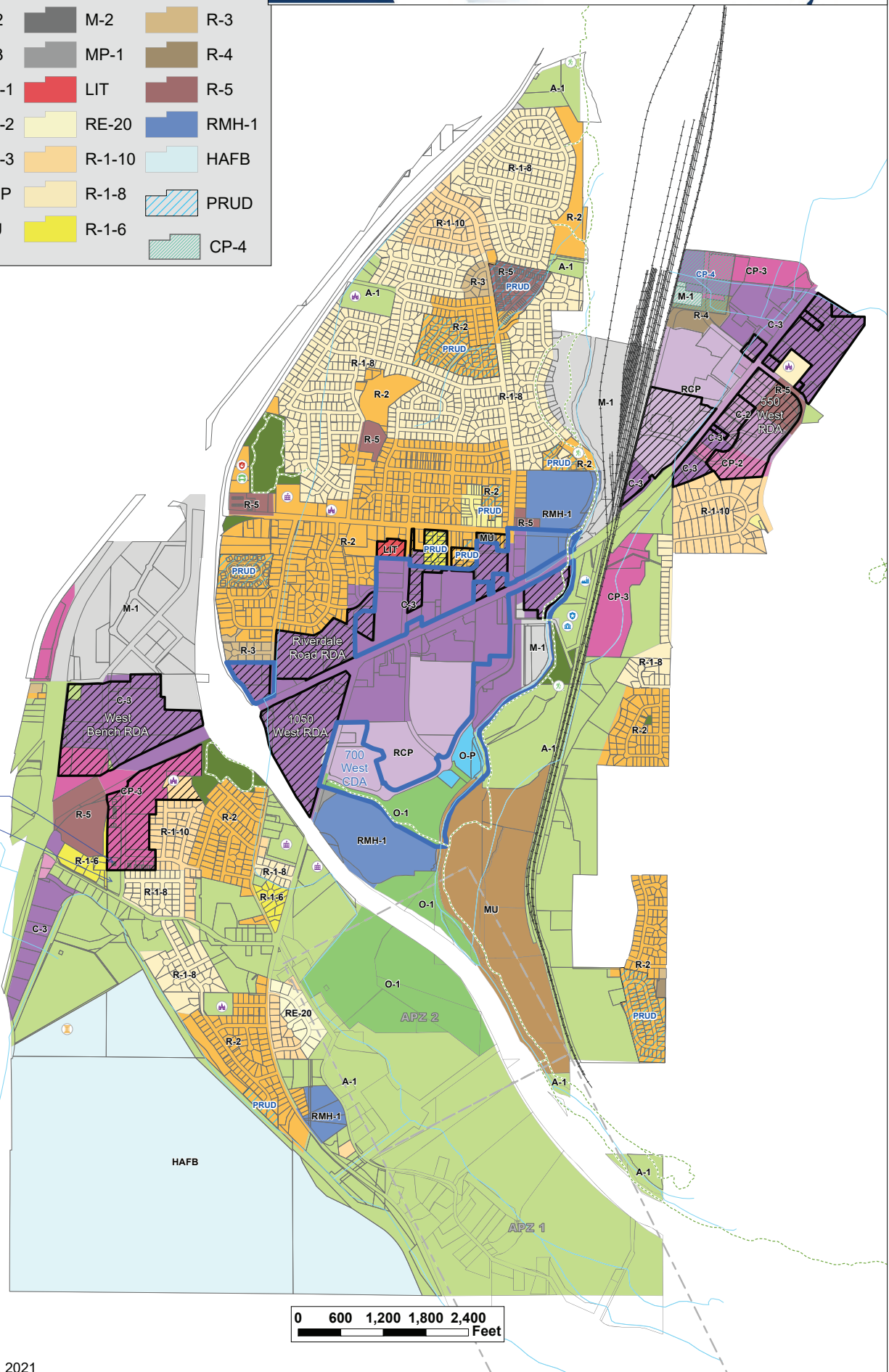
Riverdale City

Zoning

A-1	O-P	R-1-4.5
O-1	M-1	R-2
C-2	M-2	R-3
C-3	MP-1	R-4
CP-1	LIT	R-5
CP-2	RE-20	RMH-1
CP-3	R-1-10	HAFB
RCP	R-1-8	PRUD
MU	R-1-6	CP-4



Flex space units
Subject Lot

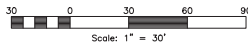
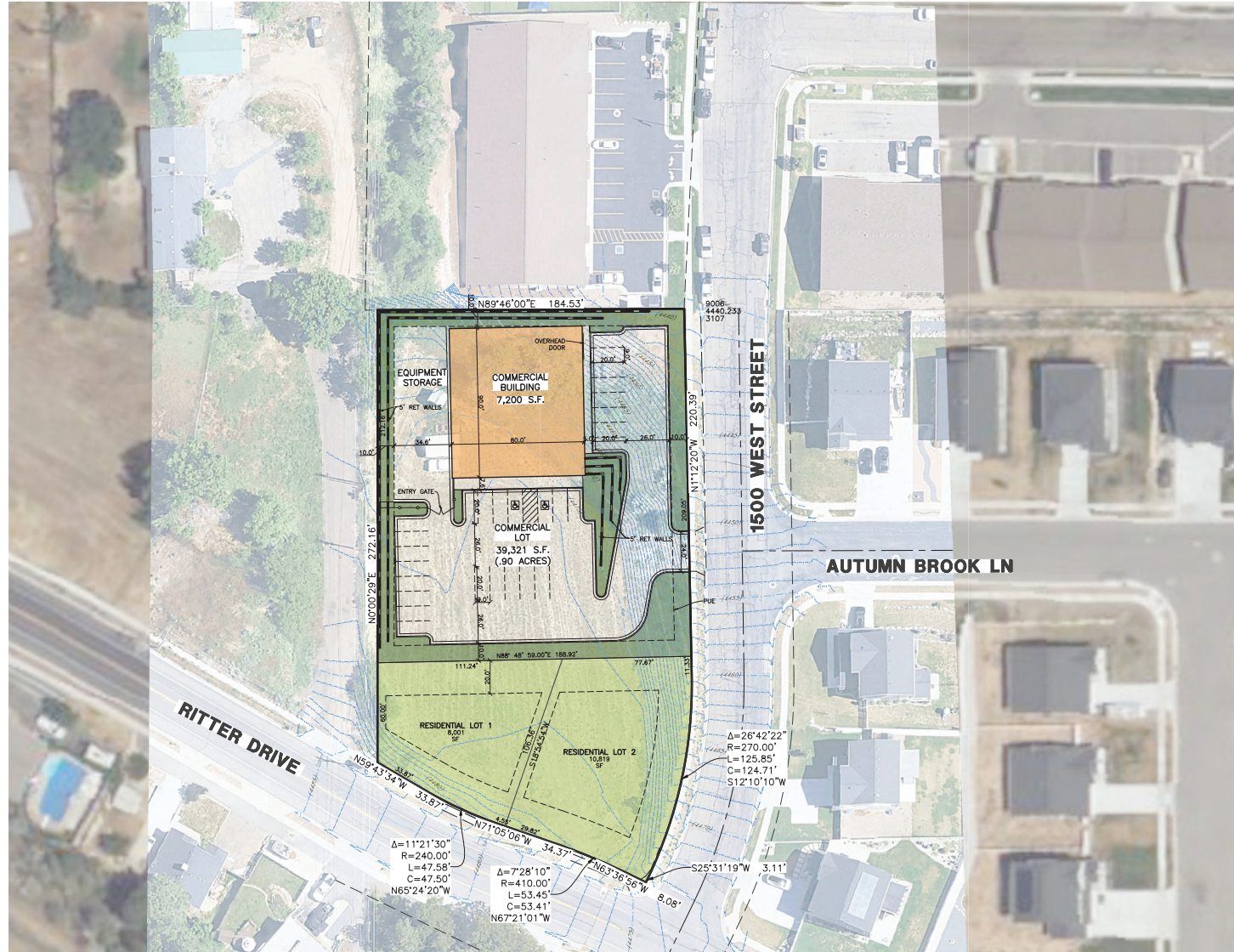


0 600 1,200 1,800 2,400 Feet



————— = BOUNDARY LINE
 ————— = LOT LINE
 - - - - - = ADJOINING PROPERTY
 — — — — — = CENTERLINE
 - - - - - = EASEMENTS

SITE DATA	
Parcel.....	085050004
Zone.....	R-1-6
Total Area.....	58,141 S.F. (1.33 AC).
Commercial Lot.....	39,321 S.F. (18.3%)
Parking.....	30 stalls provided (2 ADA)
Building Area.....	7,200 (18.3%)
Pavement.....	22,246 S.F. (56.6%)
Landscape.....	9,875 S.F. (25.1%)
Total Lots Proposed.....	2 lots (18,820 SF (0.43 AC)
Residential Lot 1.....	8,001 S.F. (0.18 AC)
Residential Lot 2.....	10,819 S.F. (0.25 AC)



Riverdale City, Weber County, Utah

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF REEVE & ASSOCIATES, INC., 5160 S. 1500 W., RIVERDALE, UTAH 84403, AND SHALL NOT BE PHOTOCOPIED, RE-DRAWN, OR USED ON ANY PROJECT OTHER THAN THE PROJECT SPECIFICALLY DESIGNED FOR. WITHOUT THEIR WRITTEN PERMISSION. THE OWNERS AND ENGINEERS OF REEVE & ASSOCIATES, INC. DISCLAIM ANY LIABILITY FOR ANY CHANGES OR MODIFICATIONS MADE TO THESE PLANS OR THE DESIGN THEREON WITHOUT THEIR CONSENT.



**Reeve
& Associates, Inc.**

5145 SOUTH 100 WEST, INDIANAPOLIS, IN 46205
TEL: (317) 421-1100 FAX: (317) 421-5666 WWW.REEVE.CO

LAW PLANNERS • CH. DEDUCTIBLES • UGTS AND JOINTS
TRUSTS • ESTATE PLANNING • CHARITABLE PLANNING

[illegible]

1500 West Street Subdivision

PART OF THE SE 1/4 OF SECTION 13 T.5N., R.2W., S.1B & M., U.S. SURVEY
RIVERDALE CITY, WEBER COUNTY, UTAH

Commercial Concept Plan

Engineer: N. Reeve
Planner: C. Cave
Designer: P. Toone
Date: 3-31-2026
Name: 1500 WEST STREET
SUBDIVISION
Number: 7888-02

Sheet	1
1	Sheets



5187 1500W
RIVERDALE UT 84405



REV	DATE	DESCRIPTION
	8-17-2026	PLANNING SUBMITTAL
	9-18-2026	PLANNING SUBMITTAL

A NEW BUILDING FOR:
NEW CITY MECHANICAL
5187 1500 W
RIVERDALE, UT. 84405

SHEET TITLE:

**OVERALL SITE
PERSPECTIVE / COVER**

PRODUCTS: 081.0000

A-201

DO NOT SCALE DRAWING



1 EAST ELEVATION
SCALE: 1/4" = 1'-0"



2 NORTH ELEVATION
SCALE: 1/4" = 1'-0"



HORIZONTAL METAL SIDING - GRAPHITE



VERTICAL METAL SIDING - NICKEL



CHAMCLAD SHADOWLINE VINYL SIDING OR SUSTAINABLE CEDAR WOOD PLANK SIDING



EXTRA DARK BRONZE ALUMINUM FASCIA AND TRIM



ANODIZED ALUMINUM STOREFRONT DOORS AND WINDOWS W/ LOW-E GLAZING AND GRAY TINTED GLASS



SCALE

REV	DATE	DESCRIPTION
01	01/17/2021	PLANNING SUBMITTAL
02	01/17/2021	PLANNING SUBMITTAL
03	01/17/2021	PLANNING SUBMITTAL
04	01/17/2021	PLANNING SUBMITTAL
05	01/17/2021	PLANNING SUBMITTAL
06	01/17/2021	PLANNING SUBMITTAL
07	01/17/2021	PLANNING SUBMITTAL
08	01/17/2021	PLANNING SUBMITTAL
09	01/17/2021	PLANNING SUBMITTAL
10	01/17/2021	PLANNING SUBMITTAL

A NEW BUILDING FOR:
NEW CITY MECHANICAL
5187 1500 W
RIVERDALE, UT 84405
MOUNTAIN WEST ARCHITECTURE | 145 20TH STREET - COVINGTON, LA 70038 | 504.883.3860 | www.mountainwestarch.com

SHEET TITLE
EXTERIOR ELEVATIONS/BUILDING SECTIONS
SHEET NUMBER
A-202
PROJECT: 08-000

DO NOT SCALE DRAWING



1 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



2 WEST ELEVATION
SCALE: 1/4" = 1'-0"



HORIZONTAL METAL SIDING - GRAPHITE



VERTICAL METAL SIDING - NICKEL



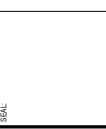
CHAMCLAD SHADOWLINE VINYL SIDING OR SUSTAINABLE CEDAR WOOD PLANK SIDING



EXTRA DARK BRONZE ALUMINUM FASCIA AND TRIM



ANODIZED ALUMINUM STOREFRONT DOORS AND WINDOWS W/ LOW-E GLAZING AND GRAY TINTED GLASS



REV	DATE	DESCRIPTION
1	01/17/2021	PLANNING SUBMITTAL
2	01/17/2021	PLANNING SUBMITTAL
3	01/17/2021	PLANNING SUBMITTAL
4	01/17/2021	PLANNING SUBMITTAL
5	01/17/2021	PLANNING SUBMITTAL
6	01/17/2021	PLANNING SUBMITTAL
7	01/17/2021	PLANNING SUBMITTAL
8	01/17/2021	PLANNING SUBMITTAL
9	01/17/2021	PLANNING SUBMITTAL
10	01/17/2021	PLANNING SUBMITTAL

A NEW BUILDING FOR:
NEW CITY MECHANICAL
5187 1500 W
RIVERDALE, UT 84405
MOUNTAIN WEST ARCHITECTURE | 140 20TH STREET, COVINGTON, LA 70040 | PH: 504.384.0021 | WWW.MOUNTAINWESTARCHITECTURE.COM

SHEET TITLE:
EXTERIOR ELEVATIONS
SHEET NUMBER:
A-203
PROJECT: CM XXXX

DO NOT SCALE DRAWING



REV	DATE	DESCRIPTION
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02	01/17/2021	PLANNING SUBMITTAL
03	01/17/2021	PLANNING SUBMITTAL
04	01/17/2021	PLANNING SUBMITTAL
05	01/17/2021	PLANNING SUBMITTAL
06	01/17/2021	PLANNING SUBMITTAL
07	01/17/2021	PLANNING SUBMITTAL
08	01/17/2021	PLANNING SUBMITTAL
09	01/17/2021	PLANNING SUBMITTAL
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11	01/17/2021	PLANNING SUBMITTAL
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13	01/17/2021	PLANNING SUBMITTAL
14	01/17/2021	PLANNING SUBMITTAL
15	01/17/2021	PLANNING SUBMITTAL
16	01/17/2021	PLANNING SUBMITTAL
17	01/17/2021	PLANNING SUBMITTAL
18	01/17/2021	PLANNING SUBMITTAL
19	01/17/2021	PLANNING SUBMITTAL
20	01/17/2021	PLANNING SUBMITTAL

A NEW BUILDING FOR:
NEW CITY MECHANICAL
 5187 1500 W
 RIVERDALE, UT 84405
 PROJECT: 2020-001
 MOUNTAIN WEST ARCHITECTURE | 140 20TH STREET, COVINGTON, LA 70040 | PH: 504.384.0001 | WWW.MOUNTAINWESTARCHITECTURE.COM

SHEET TITLE:
PERSPECTIVE RENDERINGS
 SHEET NUMBER:
A-204
 DO NOT SCALE DRAWING

RESOLUTION NO. 2026-39

A RESOLUTION OF THE RIVERDALE CITY COUNCIL APPROVING AN AGREEMENT FOR THE DEVELOPMENT OF LAND AGREEMENT RIVERDALE CITY AND SCHWAB PROPERTIES, INC., FOR THE DEVELOPMENT OF A PROJECT LOCATED AT APPROXIMATELY 1500 W RITTER DRIVE, RIVERDALE, UTAH

WHEREAS, the City of Riverdale (the “**City**”) has authority under Utah Code Annotated §§ 10-8-84 and 10-20-101 et seq. to enact ordinances and regulations to promote the public health, safety, and welfare of its residents; and

WHEREAS, Schwab Properties, Inc. (the “**Developer**”) is the owner of certain real property located at approximately 1500 W Ritter Drive, Riverdale, Utah, identified as Weber County Parcel No. 08-505-0004 (the “**Subject Property**”);

WHEREAS, the Developer has petitioned the City to rezone the Subject Property from A-1(Agricultural) to CP-3 (Regional Commercial) and R-1-6 (Single-Family Residential) pursuant to Riverdale City Code;

WHEREAS, the Developer has proposed the development of a three-lot subdivision consisting of a commercial lot accommodating aa proposed 7,200 square foot building, with associated parking, landscaping, and equipment storage, and two single-family residential lots, as generally depicted in the Concept Plan attached to the Agreement; and

WHEREAS, the City and Developer have negotiated an Agreement for Development of Land (the “**Agreement**”) to establish preliminary development expectations, land use limitations, and a framework for future development approvals, including subdivision, site plan, and building permit; and

WHEREAS, the Agreement provides that it does not grant, in and of itself, vested development rights and that all future development approvals shall remain subject to City review and approval in accordance with applicable law; and

WHEREAS, the City has determined that the Subject Property is not effectively developable under its current residential zoning due to development constraints, access limitations, and market conditions; and

WHEREAS, the Riverdale City Council has fully reviewed the attached Agreement for the Development of Land between the City and Developer; and

WHEREAS, the City Council finds that approval of the Agreement is in the best interest of the public health, safety, and welfare of the residents of Riverdale City.

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

Section 1. Approval of Agreement.

The Agreement for Development of Land between Riverdale City and Schwab Properties, Inc., attached hereto and incorporated herein by this reference, is hereby approved.

Section 2. Authorization to Execute.

The Mayor is hereby authorized to execute the Agreement on behalf of Riverdale City, and the City Recorder is authorized to attest thereto.

Section 3. Rezoning Condition.

Approval of the Agreement is made in conjunction with and contingent upon approval of the associated zone map amendment rezoning the Subject Property to CP-3 (Regional Commercial) and R-1-6 (Single-Family Residential).

Section 4. No Vested Rights.

The Agreement, in and of itself, does not grant vested development rights. All future development of the Subject Property shall be subject to applicable City Code provisions and approval of required development permits, including but not limited to subdivision, site plan, and building permits.

Section 5. Effective Date.

This Resolution shall take effect immediately upon adoption.

RESOLVED this 4th day of November 2026

Mayor Braden Mitchell
Riverdale City

Attest:

Michelle Marigoni, City Recorder

Alan Arnold	☐ Yea	☐ Nay	☐ Absent
Bart Stevens	☐ Yea	☐ Nay	☐ Absent
Michael Richter	☐ Yea	☐ Nay	☐ Absent
Anne Hansen	☐ Yea	☐ Nay	☐ Absent
Kent Anderson	☐ Yea	☐ Nay	☐ Absent

**AGREEMENT FOR DEVELOPMENT OF LAND
AT APPROXIMATELY 1500 W RITTER DRIVE, RIVERDALE, UTAH**

This **Agreement for Development of Land** (the “**Agreement**”) is entered into this ____ day of _____, 2026 (the “**Effective Date**”), between **RIVERDALE CITY**, a Utah municipal corporation (the “**City**”), and **SCHWAB PROPERTIES, LLC**, a Utah limited liability company (“**Schwab**”). City and Schwab may be referred to individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

WHEREAS, Schwab is the owner of approximately 1.33 acres identified as Weber County parcel no. 085050004, located at approximately 1500 West and Ritter Drive, Riverdale City, Weber County, Utah (the “**Property**”), as identified in Exhibit A – Property, attached hereto and incorporated herein;

WHEREAS, the City has considered a petition to rezone the Property from A-1 (Agricultural) to CP-3 (Regional Commercial) on the northern approximately 0.90 acres and R-1-6 (Single-Family Residential) on the southern approximately 0.43 acres;

WHEREAS, Schwab has presented a general proposal for a three-lot subdivision consisting of a commercial lot accommodating a proposed 7,200-square-foot building for New City Mechanical, with associated parking, landscaping, and equipment storage, and two single-family residential lots (the “**Project**”), generally depicted in Exhibit B – Concept Plan;

WHEREAS, Schwab desires approval of the CP-3 and R-1-6 zoning for the respective portions of the Property;

WHEREAS, future development will be subject to the approved zoning districts and applicable subdivision, site plan, engineering, building, and permitting requirements of Riverdale City Code and Utah law;

WHEREAS, this Agreement addresses the rezoning and applicable development review requirements and does not require a separate future development agreement;

WHEREAS, the City is willing to approve the requested zoning through a separate zoning map amendment ordinance, with future development subject to the standards of the approved zones and all applicable City requirements;

NOW THEREFORE, in consideration of the mutual promises herein, the Parties agree as follows:

1. SCHWAB COVENANTS REGARDING FUTURE DEVELOPMENT AND USE

A. **Development and Use.** Schwab shall develop and use the northern approximately 0.90-acre portion in accordance with the CP-3 zone and the southern approximately 0.43-acre portion in accordance with the R-1-6 zone, once those zones are approved and effective. Exhibit B illustrates the current proposal but does not approve a subdivision, site plan, building, outdoor storage area, or other improvement, or restrict otherwise lawful uses permitted by the approved zones.

2. GENERAL PROVISIONS

A. **Conditions Precedent.** This Agreement shall take effect only after the City Council approves this Agreement and the associated zoning map amendment, the zoning ordinance becomes effective, and the Parties execute this Agreement. Schwab represents that it holds fee title to the Property and has authority to enter into this Agreement.

B. **Future Development Review.** Future development applications shall be reviewed under the approved CP-3 and R-1-6 zoning districts, as applicable to each portion of the Property, and other applicable City Code provisions and Utah law. No additional development agreement is required by this Agreement as a condition of subdivision, site plan, or building permit approval.

C. **Effect of Approval.** This Agreement and the associated rezoning do not constitute subdivision, site plan, engineering, or building permit approval, guarantee approval of the Concept Plan, or authorize construction. Any vested rights shall be determined under applicable Utah law. This Agreement does not confer, limit, or waive rights established by that law.

D. **Development Timing.** Schwab shall submit a development application that complies with the approved CP-3 and R-1-6 zoning districts, as applicable, within twenty-four (24) months of the Effective Date of this Agreement. If Schwab fails to submit such an application within that period, the City Council may, in its legislative discretion, initiate proceedings to rezone the Property in accordance with applicable Utah law and City procedures. The zoning shall not automatically revert. Development applications and approvals remain subject to applicable City Code requirements and approval expiration periods.

3. SITE DEVELOPMENT STANDARDS

A. **Applicable Standards.** All future development shall be planned, designed, and constructed in compliance with the standards of the approved zoning district applicable to that portion of the Property, other applicable City requirements, and conditions lawfully imposed through development review.

B. **Subdivision and Site Plans.** The proposed three-lot subdivision, commercial site plan, and residential development require separate review and approval. Final lot boundaries, lot areas, setbacks, building heights, lot coverage, and site improvements shall comply with the applicable CP-3 or R-1-6 standards.

C. **Architecture and Building Design.** Commercial and residential buildings shall comply with the design and building standards applicable to their respective zones and all conditions lawfully imposed through site plan and building review.

D. **Landscaping and Screening.** Landscaping, fencing, buffering between commercial and residential uses, and screening of outdoor equipment storage shall comply with applicable City Code requirements and approved plans.

- E. **Parking and Access.** Required parking and loading shall comply with applicable City Code requirements and approved plans. Off-site parking shall not be relied upon to satisfy required parking unless permitted by City Code and approved through the applicable review process. Driveway locations, access, and circulation shall be reviewed for compliance with applicable City requirements.
- F. **Utilities and Public Improvements.** Utilities, drainage, stormwater facilities, access improvements, and other required public improvements shall comply with applicable City engineering and public works standards and approved plans. Required improvement assurances and other instruments shall be provided as required by law and City Code.

G. **Concept Plan.** If Exhibit B conflicts with the approved zoning districts, applicable City Code requirements, or subsequently approved subdivision or site plans, those requirements and approvals shall control. This Agreement grants no deviation from applicable zoning standards.

4. CITY'S UNDERTAKING

Upon approval of the associated zoning map amendment and its becoming effective, the City shall designate the northern approximately 0.90-acre portion of the Property as CP-3 (Regional Commercial) and the southern approximately 0.43-acre portion as R-1-6 (Single-Family Residential), as established by the adopted ordinance. The City shall process subsequent development applications in accordance with applicable law and City Code.

5. GENERAL REQUIREMENTS AND RIGHTS OF THE CITY

A. **City Approval Required.** Development plans shall comply with applicable zoning, subdivision, engineering, and building requirements, this Agreement, and conditions lawfully imposed through the applicable approval process.

B. **Permits.** Schwab is responsible for obtaining all necessary approvals and permits before commencing work.

C. **City Obligations.** The City's obligations under this Agreement remain subject to applicable law. A claimed default does not authorize withholding an approval required by law or automatically change the Property's zoning.

D. **City Access.** The City may access the Property for authorized inspections with Schwab's consent or as otherwise permitted by law.

6. DEFAULT AND REMEDIES

A. **Notice of Default.** If any Party fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a default has occurred shall provide Notice to the defaulting Party.

B. **Contents of Notice of Default.** The notice of default shall: (i) specify the claimed event of default; and (ii) identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in default; and (iii) if the City chooses, in its discretion, it may propose a method and time for curing the default which shall be of no less than thirty (30) calendar days duration.

C. **Meet and Confer.** If any Party gives a notice of default, the Parties shall meet within twenty-one (21) calendar days of the Notice and make good faith effort to resolve the issues specified in the Notice.

D. **Mediation.** If the Parties are unable to resolve the notice of default after the Meet and Confer provision of Section 6.C, the Parties shall attempt within fifteen (15) calendar days to appoint a mutually acceptable mediator with experience mediating land use and development legal disputes. If the Parties are unable to agree on a single acceptable mediator, they shall each, within fifteen (15) calendar days, appoint their own mediator and such mediators shall, between them, choose the single mediator. The Parties shall split the fees of the chosen mediator, each Party paying 50% of the fees. The chosen mediator shall within fifteen (15) calendar days, review the positions of the Parties regarding the dispute and promptly attempt to mediate the issue between the Parties. If the Parties are unable to reach agreement on the notice of default, the mediator shall notify the Parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the Parties.

7. MISCELLANEOUS

A. **Recordation.** This Agreement shall be recorded with the Weber County Recorder's Office in the chain of title for the Property. Any release or termination shall require the written approval of both Parties and shall be recorded in the official records of Weber County.

B. **Notices.** All Notices, filings, consents, approvals, and other communication provided for herein or given in connection herewith shall be validly given, filed, made, delivered or served if in writing and delivered personally, electronically, or sent by registered or certified U.S. Postal Service mail, return receipt requested, postage prepaid to the addresses listed below each Party's signature below or to such other addresses as either Party may from time to time designate in writing and deliver in like manner ("Notice"). Any such change of address shall be given at least ten days before the date on which the change is to become effective.

C. **Authority.** The Parties to this Agreement represent that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken or consents received to give full force and effect to this Agreement. If any Party hereto is not an individual and is an entity, such Party represents and warrants it is fully formed and validly existing under the laws of the State of Utah, and that it is duly qualified to do business in the State of Utah and is in good standing under applicable state laws. Schwab and City warrant to each other that the individuals executing this Agreement on behalf of their respective Party are authorized and empowered to bind the Party on whose behalf each individual is signing. Schwab represents to City that by entering into this Agreement, Schwab has bound all persons and entities having a legal or equitable interest to the terms of this Agreement as of the Effective Date.

D. **Entire Agreement.** This Agreement, together with its attached Exhibits and the documents expressly incorporated herein, contains the entire agreement of the Parties concerning its subject matter and supersedes prior promises, representations, warranties, inducements, and understandings not contained herein. Development approvals remain governed by applicable law, City Code, and their lawful conditions.

E. **Amendment.** This Agreement may be amended in whole or in part with respect to all or any portion of the Property by the mutual written consent of the Parties or by their successors-in-interest or assigns. Any such amendment of this Agreement shall be subject to the approval of the Riverdale City Council and shall be recorded in the official records of the Weber County Recorder's Office.

F. **Severability.** If any of the provisions of this Agreement are declared void or unenforceable, such provision shall be severed from this Agreement. This Agreement shall otherwise remain in full force and effect provided the fundamental purpose of this Agreement and Schwab's ability to complete the development of the Property as set forth herein is not defeated by such severance.

G. **Governing Law.** The laws of the State of Utah shall govern the interpretation and enforcement of this Agreement. The Parties agree that the venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Weber County, Utah. The Parties hereby expressly waive any right to object to such choice of law or venue.

H. **Remedies.** If any Party breaches any provision of this Agreement, the non-defaulting Party shall be entitled to all remedies available both at law and in equity.

I. **Attorney's Fees and Costs.** If any Party brings legal action either because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and court costs.

J. **Binding Effect.** The benefits and burdens of this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, legal representatives, successors in interest and assigns. This Agreement shall be incorporated by reference in any instrument purporting to convey an interest in the Property.

SIGNATURES ON FOLLOWING PAGES

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed on the Effective Date above.

CITY:

Riverdale City,
a Utah Municipal Corporation

By: _____
Braden Mitchell, Mayor

ATTEST:

City Recorder

APPROVED AS TO FORM:

City Attorney

Mail Notices to:

Riverdale City
Attn: Brandon Cooper
4600 S. Weber River Drive
Riverdale, Utah 84405
bcooper@riverdaleutah.gov
801.394.5541

SCHWAB:

SCHWAB PROPERTIES, LLC
a Utah limited liability company

By: _____

Its: _____

By: _____

Its: _____

Mail Notices to:

Schwab Properties, LLC

Attn: _____

Address: _____

City, State, ZIP: _____

Email: _____

Phone: _____

STATE OF UTAH)

:SS

COUNTY OF WEBER)

On this ____ day of _____, 2026, personally appeared before me _____, whose identity was proved to me on the basis of satisfactory evidence, and who acknowledged that he or she is the _____ of SCHWAB PROPERTIES, LLC, a Utah limited liability company, and that he or she executed the foregoing Agreement on behalf of that company with authority to do so.

Witness my hand and official seal.

Notary Public

EXHIBIT A
AGREEMENT FOR DEVELOPMENT OF LAND
Property

Weber County parcel no. 085050004, containing approximately 1.33 acres, located at the corner of 1500 West and Ritter Drive, Riverdale City, Weber County, Utah. The Property is depicted by the exterior boundary on the 1500 West Street Subdivision Commercial Concept Plan attached as Exhibit B.

Proposed zoning: CP-3 (Regional Commercial) for the northern approximately 0.90-acre commercial portion and R-1-6 (Single-Family Residential) for the southern approximately 0.43-acre residential portion, subject to the boundaries established by the adopted zoning map amendment ordinance.

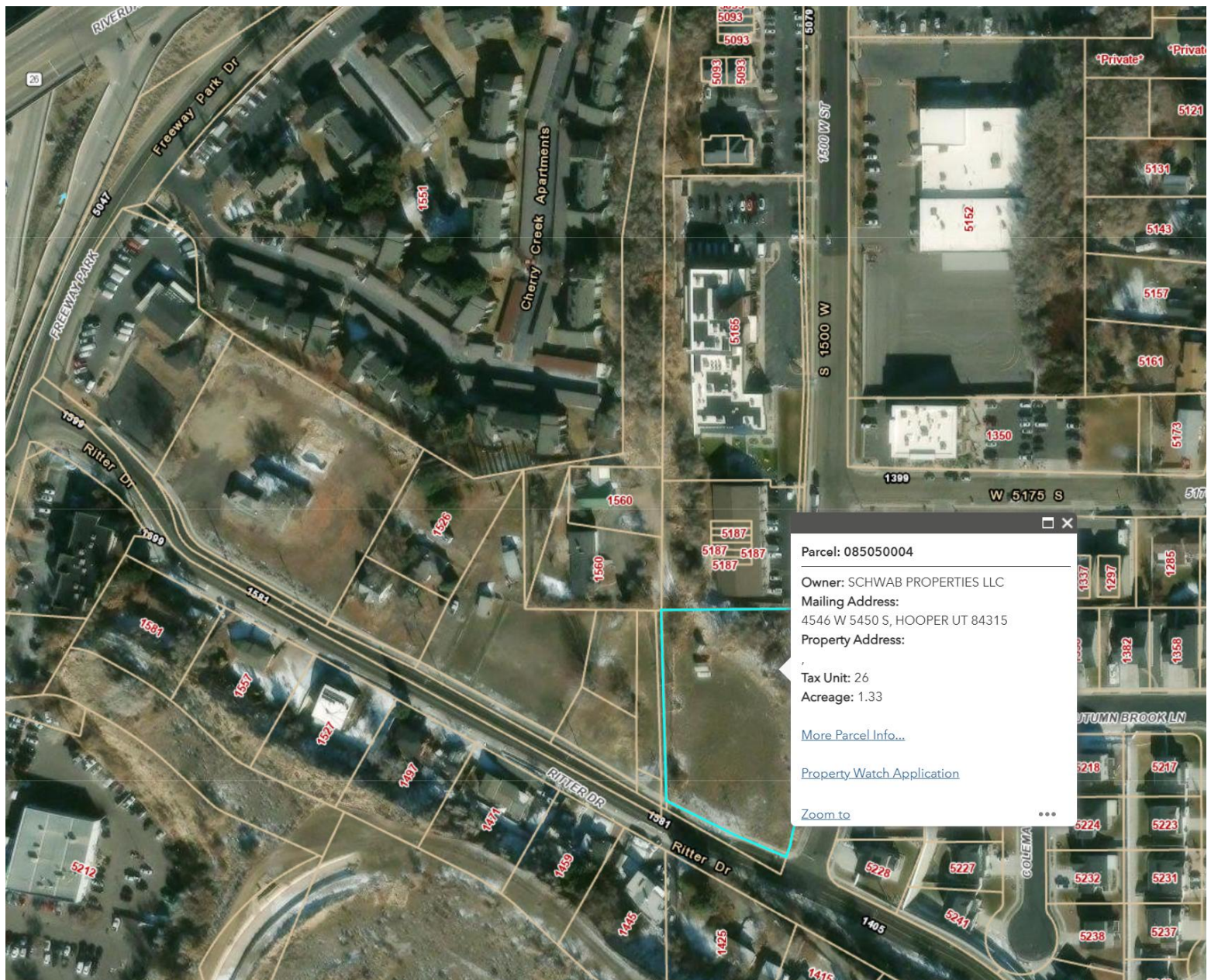


EXHIBIT B

AGREEMENT FOR DEVELOPMENT OF LAND

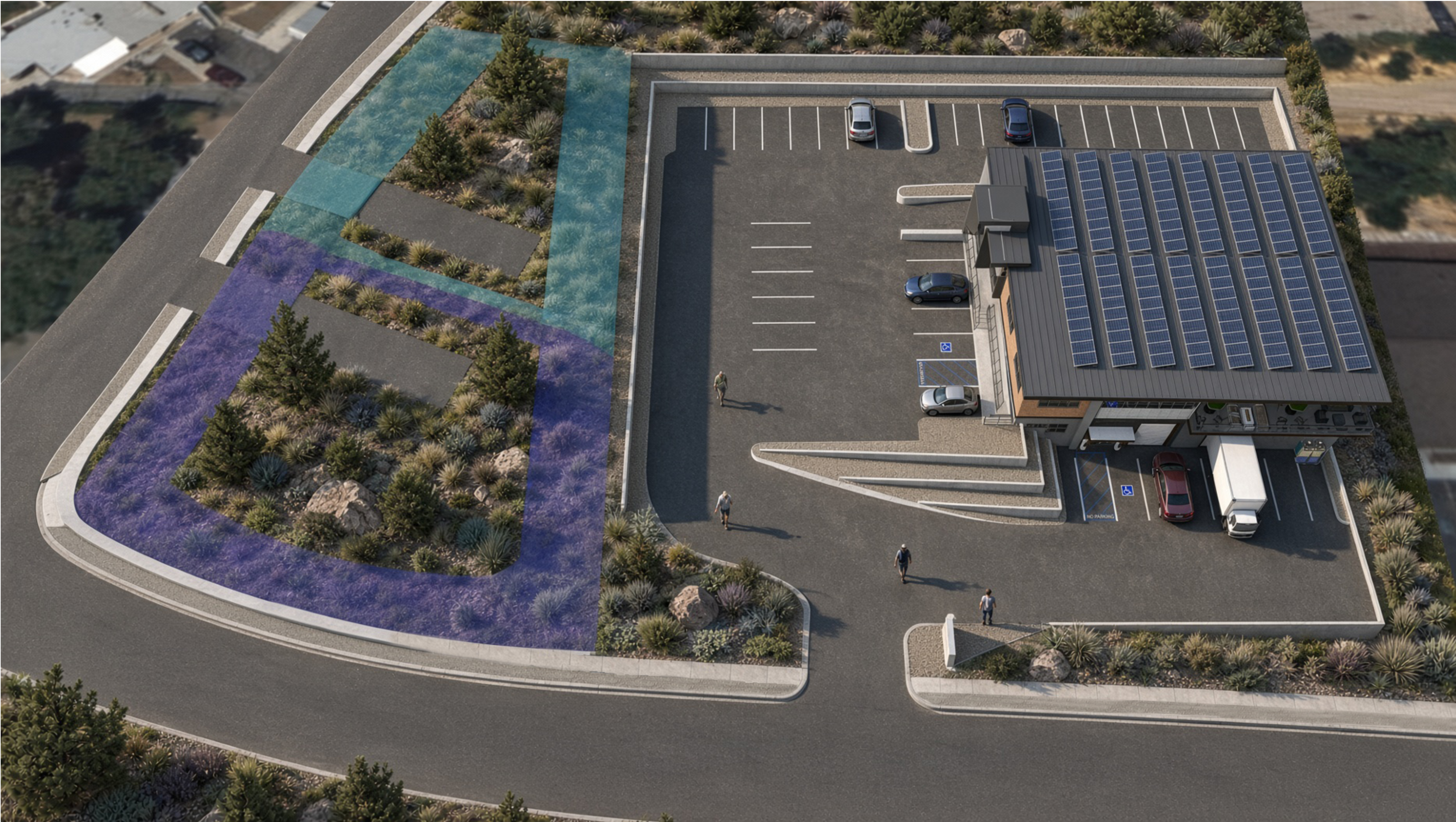
Concept Plan



1500 West Street Subdivision Commercial Concept Plan. Conceptual only; future development remains subject to the approved zones and required City approvals.



New Development For:
NEW CITY MECHANICAL
5187 1500W
RIVERDALE UT 84405





MOUNTAIN WEST
ARCHITECTURE

SEAL:

PROJECT:

A NEW BUILDING FOR:
NEW CITY MECHANICAL
5187 1500 W
RIVERDALE, UT 84405

MOUNTAIN WEST ARCHITECTURE | 543 25TH STREET - OGDEN, UTAH 84401 | PH: 801-388-6022 | www.mountainwestarchitecture.com

REV	DATE	DESCRIPTION
	8-17-2026	PLANNING SUBMITTAL
	9-16-2026	PLANNING SUBMITTAL

SHEET TITLE:

**OVERALL SITE
PERSPECTIVE / COVER**

PROJECT: CM-XXX

SHEET NUMBER:

A-201

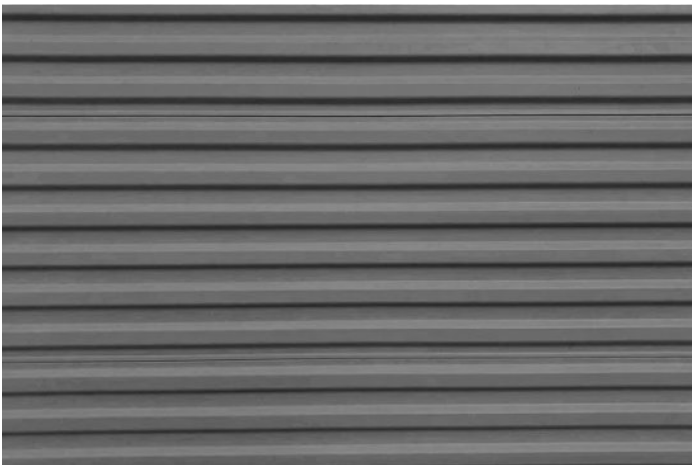
DO NOT SCALE DRAWING



1 EAST ELEVATION
SCALE: 1/4" = 1'-0"



2 NORTH ELEVATION
SCALE: 1/4" = 1'-0"



HORIZONTAL METAL SIDING -
GRAPHITE



VERTICAL METAL SIDING -
NICKEL



CHAMCLAD SHADOWLINE
VINYL SIDING
OR
SUSTAINABLE CEDAR WOOD
PLANK SIDING



EXTRA DARK BRONZE
ALUMINUM FASCIA AND TRIM



ANODIZED ALUMINUM
STOREFRONT DOORS AND
WINDOWS W/ LOW-E GLAZING
AND GRAY TINTED GLASS



REV	DATE	DESCRIPTION
1	8-17-2026	PLANNING SUBMITTAL
2	9-16-2026	PLANNING SUBMITTAL
3		
4		
5		
6		
7		
8		
9		
10		

A NEW BUILDING FOR:
NEW CITY MECHANICAL
5187 1500 W
RIVERDALE, UT, 84405
MOUNTAIN WEST ARCHITECTURE | 543 25TH STREET - OGDEN, UTAH 84401 | PH: 801-388-6052 | www.mountainwestarchitecture.com

PROJECT:

SHEET TITLE:
**EXTERIOR
ELEVATIONS/BUILDING
SECTIONS**
PROJECT: CM-XXX

SHEET NUMBER:
A-202

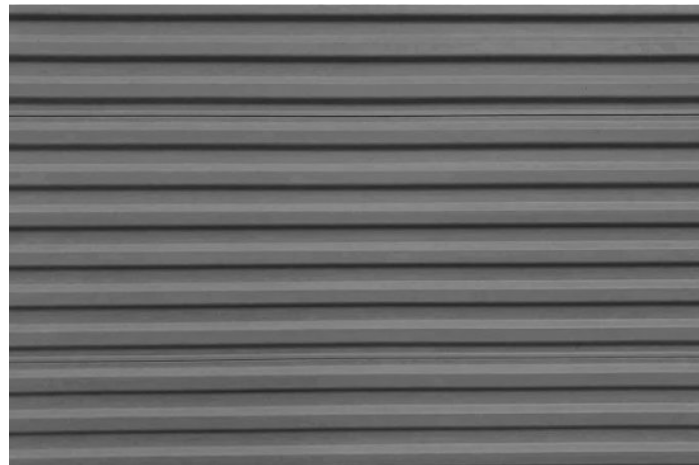
DO NOT SCALE DRAWING



1 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



2 WEST ELEVATION
SCALE: 1/4" = 1'-0"



HORIZONTAL METAL SIDING - GRAPHITE



VERTICAL METAL SIDING - NICKEL



CHAMCLAD SHADOWLINE VINYL SIDING OR SUSTAINABLE CEDAR WOOD PLANK SIDING



EXTRA DARK BRONZE ALUMINUM FASCIA AND TRIM



ANODIZED ALUMINUM STOREFRONT DOORS AND WINDOWS W/ LOW-E GLAZING AND GRAY TINTED GLASS


MOUNTAIN WEST
ARCHITECTURE

SEAL:

REV	DATE	DESCRIPTION
1	8-17-2026	PLANNING SUBMITTAL
2	9-16-2026	PLANNING SUBMITTAL

A NEW BUILDING FOR:
NEW CITY MECHANICAL
5187 1500 W
RIVERDALE, UT 84405

PROJECT: MOUNTAIN WEST ARCHITECTURE | 643 25TH STREET - OGDEN, UTAH 84401 | PH: 801-388-6052 | WWW.MOUNTAINWESTARCHITECTURE.COM

SHEET TITLE:
EXTERIOR ELEVATIONS

SHEET NUMBER:
A-203

PROJECT: CM-XXX

DO NOT SCALE DRAWING





MOUNTAIN WEST
ARCHITECTURE

SEAL:

REV	DATE	DESCRIPTION
1	8-17-2026	PLANNING SUBMITTAL
2	9-16-2026	PLANNING SUBMITTAL

PROJECT:

A NEW BUILDING FOR:
NEW CITY MECHANICAL
5187 1500 W
RIVERDALE, UT, 84405

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SHEET TITLE:

**PERSPECTIVE
RENDERINGS**

PROJECT: CN-XXX

SHEET NUMBER:

A-204

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