



**RIVERTON CITY
REGULAR CITY COUNCIL MEETING
AGENDA**

May 5, 2015

Notice is hereby given that the Riverton City Council will hold a **Regular City Council Meeting** beginning at **6:30 p.m.** on **May 5, 2015** at Riverton City Hall, located at 12830 South 1700 West, Riverton, Utah.

1. GENERAL BUSINESS

1. Call to Order and Roll Call
2. Pledge of Allegiance
3. Presentations/Reports
 1. Recognition of Boy Scouts
 2. Proclamation - Proclaiming May 3-9, 2014 as "Water Week" – *Mayor Applegarth*
 3. Riverton Choice Awards for Excellence in Education – South Hills Middle School –
Council Member Tricia Tingey
4. Public Comments

2. PUBLIC HEARINGS – 6:30 P.M. – or as soon after as practicable

1. **Public Hearing** - Rezoning 3.08 Acres located at approximately 12723 South Park Avenue to RM-8-D, Currently C-D Zone, Brad Reynolds Construction, Applicant – *Jason Lethbridge, Planning Manager*
 1. **Ordinance No. 15-06** - Rezoning 3.08 Acres located at approximately 12723 South Park Avenue to RM-8-D, Currently C-D Zone, Brad Reynolds Construction, Applicant
 2. **Public Hearing** - Amending Sections 18.190.080.2, 18.190.090.11, 18.190.110 and 18.190.120 Home Occupations, Addressing Allowed Homes Business Types/Activities, Amendments proposed by Riverton City – *Jason Lethbridge, Planning Manager*
 1. **Ordinance No. 15-07** – Amending Sections 18.190.080.2, 18.190.090.11, 18.190.110 and 18.190.120 Home Occupations, Addressing Allowed Homes Business Types/Activities, Amendments proposed by Riverton City

3. DISCUSSION/ACTION ITEMS

1. **Resolution No. 15-39** - Tentatively adopting Tentative Budgets for the 2015-2016 Fiscal Year – *Mayor Applegarth*

4. CONSENT AGENDA

1. **Minutes:** RCCM 04-21-15
2. **Bond Releases:**
 1. Midas Crossing Subdivision – 90% Performance
3. **Set Public Hearing Dates** regarding the Tentative Budget for Fiscal Year 2015-2016 (*June, 2, 2015 and June 16, 2015 at 6:30 p.m.*)
4. **Set Public Hearing Date** regarding the proposed Compensation for Elective and Statutory Officers and all other Municipal Officers for Fiscal Year 2015-2016 (*June, 2, 2015 at 6:30 p.m.*)
5. **Set Public Hearing Date** regarding the proposed Municipal Fee Schedule for Fiscal Year 2015-2016 (*June, 16, 2015 at 6:30 p.m.*)

6. **Set Public Hearing Date** regarding the Final Amended Budget for Fiscal Year 2014-2015 (*June 16, 2015 at 6:30 p.m.*)
7. **Resolution No. 15-32** – Adopting a Revised Personnel Policies and Procedures Manual – *Ryan Carter, City Attorney*
8. **Resolution No. 15-37** – Approving the Polling Location for the 2015 Municipal Elections – *Virginia Loader, Recorder*
9. **Resolution No. 15-38** – Ratifying the PO Contract issued to Harper Precast for the precast fence on the 12600 South Redwood Road Northeast Corner Lot Project – *Craig Calvert, Purchasing Manager*
10. **Resolution No. 15-40** - Approving the execution of a Stormwater Easement between Riverton City and PacificCorp – *Trace Robinson, Public Works Director*
11. **Resolution No. 15-41** - Approving the execution of a Stormwater Drainage Impact Fee Reimbursement Agreement between Riverton City and CPZ Hidden Acres LLC - *Trace Robinson, Public Works Director*
12. **Resolution No. 15-42** - Authorizing a Second Amendment to an existing Water Use Agreement with Draper Irrigation Company – *Ryan Carter, City Attorney*

5. STAFF REPORTS - *Lance Blackwood, City Manager*

1. Communications Manager Report – *Angela Trammel*

6. ELECTED OFFICIAL REPORTS

1. Mayor Bill Applegarth
2. Council Member Brent Johnson
3. Council Member Trent Staggs
4. Council Member Sheldon Stewart
5. Council Member Tricia Tingey
6. Council Member Paul Wayman

7. UPCOMING MEETINGS

1. May 12, 2015 – Redevelopment Agency Meeting – 6:20 p.m.
2. May 12, 2015 – Regular City Council Meeting – 6:30 p.m.
3. May 19, 2015 – Regular City Council Meeting – 6:30 p.m. - *Cancelled*
4. May 26, 2015 – Regular City Council Meeting – 6:30 p.m. - *Cancelled*
5. June 02, 2015 – Redevelopment Agency Meeting - 6:20 p.m.
6. June 02, 2015 – Regular City Council Meeting – 6:30 p.m.
7. June 16, 2015 – Redevelopment Agency Meeting - 6:20 p.m.
8. June 16, 2015 – Regular City Council Meeting – 6:30 p.m.

8. BUDGET DISCUSSIONS

1. Discussion of Tentative Budgets for Fiscal Year 2015-2016

9. ADJOURN

Public Comment Procedure

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

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

Certificate of Posting

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

Dated this 30th day of April 2015

Virginia Loader, Recorder



**RIVERTON CITY, UTAH
OFFICE OF THE MAYOR**

PROCLAMATION

**PROCLAIMING THE WEEK OF MAY 3-9, 2015 AS
“WATER WEEK”**

WHEREAS, water work services provided in our community are an integral part of our citizens’ everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of water works systems and programs; and

WHEREAS, the health, safety and comfort of this community greatly depends on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, designs, and construction, is vitally dependent upon the efforts and skill of the water works officials; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff the Water Department is materially influenced by the people’s attitude and understanding of the importance of the work they perform;

NOW THEREFORE, I, Bill Applegarth, Mayor of Riverton City, do hereby proclaim the week of May 3 through, May 9, 2015 as “**Water Week**” in Riverton City. I call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing water service and to recognize the contributions that water personnel make every day to our health, safety, comfort and quality of life.

PROCLAIMED on this 5th day of May, 2015.

[SEAL]

Bill Applegarth, Mayor

ATTEST:

Virginia Loader, Recorder



Riverton City Choice Awards

Featuring

South Hills Middle School

May 2015

Abigail West - 9th Grade Student - Abbey West is a phenomenal student that her teachers call a “dream to teach”. She is dedicated to her studies, maintaining excellent academic and citizenship grades. She is a model student when it comes not only to her academics but also in the way that she interacts with her peers and teachers. There is a respect about her that is well beyond her age. Abby makes up one of a number of highly competitive and successful members of South Hills Science Olympiad team. As a team, South Hills Middle School took second place in the Utah State tournament this year. Her Science Olympiad coaches describe Abby as the nicest, hardest working competitor they’ve had the privilege to coach.

Matthew Shoell - 9th Grade Student - Matt is a stellar student who dedicates himself to a high level of academics and exemplary citizenship. He currently serves as one of our amazing National Junior Honor Society members where he works to fulfill his quota of 100 services hours. From weeding the school’s flowerbeds to motivating other students to bring canned food items for the annual food drive, Matt is constantly serving. He is kind and respectful to his peers and teachers. He even worked as a peer tutor with students who are physically and mentally handicapped, helping them to adjust to middle school life and ensuring that they have a friend.

Ms. Beth Lewis- Geography Teacher – Ms. Lewis is a principal’s dream teacher. She is an excellent instructor and a fantastic collaborator. She is kind and accommodating to her students, emphasizing that their learning and effort is what is important in her classroom. Beth is fearless – she’s never afraid to try something new. And when it comes to what is best for students, Beth embraces change! She models what it is to be a mastery-based teacher for the rest of the faculty, works to actively engage her students through the use of technology (and even puts forth the extra time and effort to write grants for that technology), and is then willing to share and mentor her fellow teachers and colleagues.



Issue Paper

Item No. 2.1

Presenter/Submitted By:	Jason Lethbridge, Planning Manager	
Subject: REZONE, REZONING 3.08 ACRES LOCATED AT APPROXIMATELY 12723 SOUTH PARK AVENUE TO RM-8-D, CURRENTLY C-D ZONE, BRAD REYNOLDS CONSTRUCTION, APPLICANT	Meeting Date: May 5, 2015	
	Fiscal Impact: N/A	
	Funding Source: N/A	
Background: <p>Brad Reynolds Construction has submitted an application requesting that 3.08 acres located at approximately 12723 South Park Avenue be rezoned from C-D (Commercial Downtown) to RM-8-D (Residential Multi-Family 8 Units Per Acre Downtown). The property is currently zoned C-D. Property to the north is zoned C-D and is currently utilized as a Prostop convenience store. To the west property is zoned C-D and is occupied by a school district technical facility. To the south and to the east property is zoned RM-8-D and is currently developed as a housing development constructed by the applicant.</p> <p>The property has been zoned Commercial Downtown for many years and has been part of various commercial ventures, such as the Garden Lodge and Concordia Preparatory Academy. Those businesses have since ended and the school district has purchased the property. The portion being proposed for rezoning is excess property that the applicant is purchasing from the district. Riverton City has undertaken rezoning of several of the remaining vacant areas in the downtown area from commercial to residential in an effort to provide additional housing opportunities in the area and to boost economic development of the existing commercial spaces. Essentially, the applicant is proposing to extend the existing Residences at Park Avenue development into this property. The requested zoning and density is exactly the same as that to the west and south.</p>		
Recommendation: <p>On April 9, 2015, the Planning Commission voted to recommend APPROVAL of this rezone application.</p>		
Recommended Motion: <p>"I move City Council adopt <u>Ordinance 15-06</u> - Rezoning 3.08 acres located at approximately 12723 South Park Avenue from C-D to RM-8-D.</p>		

RIVERTON CITY, UTAH
ORDINANCE NO. 15-06

AN ORDINANCE REZONING 3.08 ACRES LOCATED AT APPROXIMATELY 12723 SOUTH PARK AVENUE TO RM-8-D, CURRENTLY C-D ZONE, BRAD REYNOLDS CONSTRUCTION, APPLICANT

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

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

WHEREAS, the Riverton City Council has determined that it is in the best interest of the public to amend the Riverton City Zoning Map by rezoning 3.08 acres located at 12723 South Park Avenue from Commercial Downtown to RM-8-D (Residential Multi-Family, 8 Units per Acre Maximum Density, Downtown Specific).

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

Section 1. The Riverton City Zoning Map shall be, and hereby is, amended to reflect the following changes as shown in Exhibit "A" attached hereto.

Section 2. This ordinance shall take effect upon passage.

PASSED AND APPROVED by the City Council of Riverton, Utah, on this 5th day of May, 2015 by the following vote:

	YES	NO	ABSTAIN	ABSENT
Council Member Brent Johnson	_____	_____	_____	_____
Council Member Trent Staggs	_____	_____	_____	_____
Council Member Sheldon Stewart	_____	_____	_____	_____
Council Member Tricia Tingey	_____	_____	_____	_____
Council Member Paul Wayman	_____	_____	_____	_____

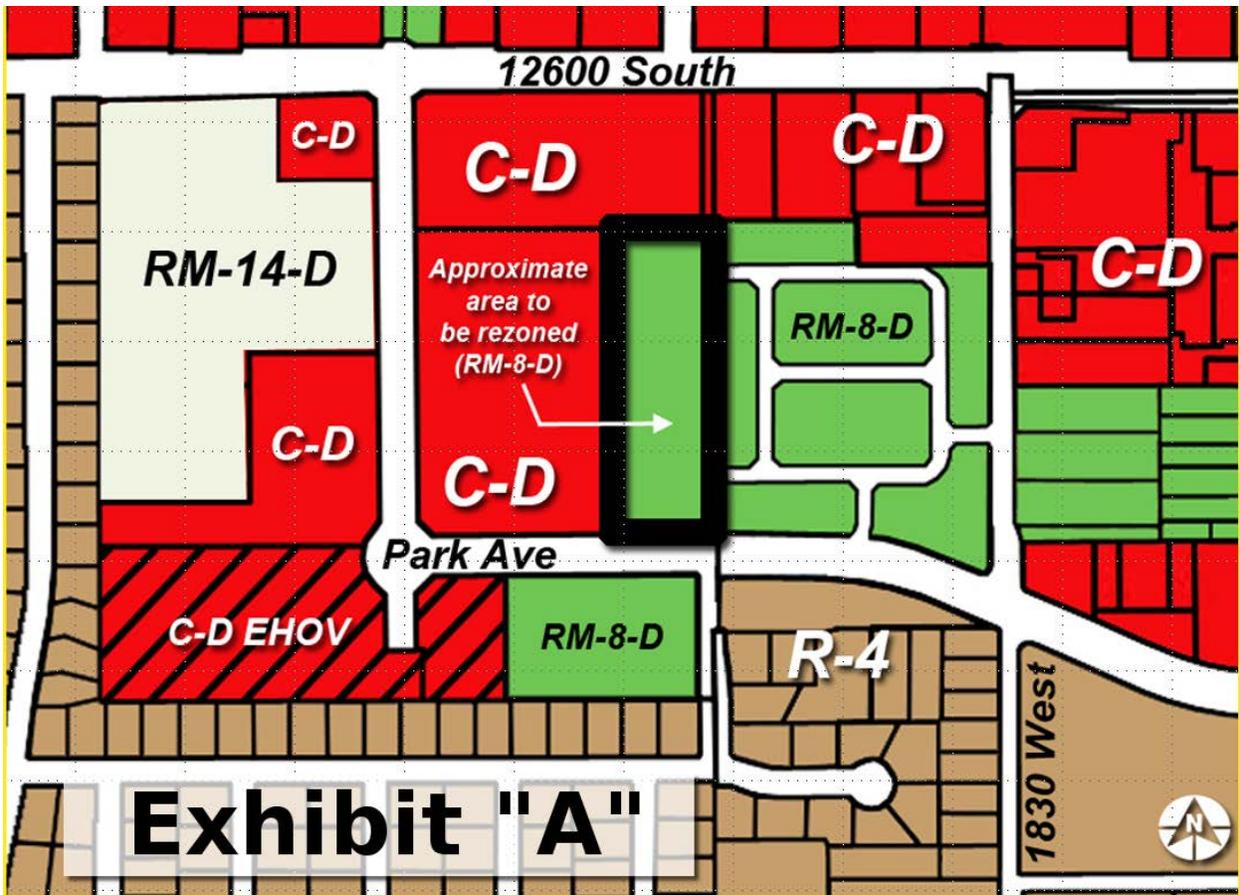
RIVERTON CITY

[SEAL]

ATTEST:

Bill Applegarth, Mayor

Virginia Loader, MMC
Recorder



**RIVERTON CITY
MEMORANDUM**

TO: Honorable Mayor and City Council

FROM: Planning Department

DATE: May 5, 2015

SUBJECT: REZONE, REZONING 3.08 ACRES LOCATED AT APPROXIMATELY 12723 SOUTH PARK AVENUE TO RM-8-D, CURRENTLY C-D ZONE, BRAD REYNOLDS CONSTRUCTION, APPLICANT

PL NO.: 15-4001 – RESIDENCES PHASE 4 REZONE

On April 9th, 2015, the Planning Commission voted to recommend APPROVAL of this rezone application. Minutes from that meeting will be distributed once transcribed. A record of motion and comment is included below. The Commission recommended the following motion:

I move City Council ADOPT Ordinance 15-06, rezoning 3.08 acres located at approximately 12723 South Park Avenue from C-D to RM-8-D.

BACKGROUND

Brad Reynolds Construction has submitted an application requesting that 3.08 acres located at approximately 12723 South Park Avenue be rezoned from C-D (Commercial Downtown) to RM-8-D (Residential Multi-Family 8 Units Per Acre Downtown). The property is currently zoned C-D. Property to the north is zoned C-D and is currently utilized as a Prostop convenience store. To the west property is zoned C-D and is occupied by a school district technical facility. To the south and to the east property is zoned RM-8-D and is currently developed as a housing development constructed by the applicant.

The property has been zoned Commercial Downtown for many years and has been part of various commercial ventures, such as the Garden Lodge and Concordia Preparatory Academy. Those businesses have since ended and the school district has purchased the property. The portion being proposed for rezoning is excess property that the applicant is purchasing from the district. Riverton City has undertaken rezoning of several of the remaining vacant areas in the downtown area from commercial to residential in an effort to provide additional housing opportunities in the area and to boost economic development of the existing commercial spaces. Essentially, the applicant is proposing to extend the existing Residences at Park Avenue development into this property. The requested zoning and density is exactly the same as that to the west and south.

At this point, this hearing is only to consider the zoning of the property. Issues and concerns related to the site plan will be reviewed and discussed at a later hearing during which a proposed site plan will be presented. However, as the property and surrounding infrastructure has been intended for potential commercial uses, the infrastructure and access can accommodate the proposed density.

ATTACHMENTS:

The following items are attached for your review:

1. A copy of the Rezone application.
2. An 8.5" x 11" copy of the Current Zoning Map
3. An 8.5" x 11" copy of the Proposed Zoning Map

Deadline March 23
Meeting April 9th

PL No. 15-4001
Date 3/19/2015

Application

Rezone

A. Applicant's Name Brad Reynolds Construction
Home Address P.O. Box 17958
City SLC State UT Zip 84117
Telephone # 801 281 2200 Mobile # _____ Fax # _____

B. Property Owner's Name (If Different From Applicant) _____
Address _____
City _____ State _____ Zip _____
Telephone # _____ Mobile # _____ Fax # _____

C. Project Information

1. Address 12723 S. Park Ave
2. Sidwell/Tax ID# N/A Total Acreage of the Site 3.08
3. Current Zoning of the Proposed Site CD
Zoning of Adjacent Parcels North CD South RM-8D East RM-8D West CD
4. Requested Zoning RM-8D
5. Riverton City General Plan Designation _____
6. Description of the Proposed Zone/Use for the Property
Extension of existing Multi-Family Residential project.

This application is for a request for change of zoning only. Any concept plans, drawings, or other indication of proposed development are included for reference only and are NOT approved as part of this process. A checklist outlining required materials and fees is included below.

Paul R. [Signature]
Applicant's Signature

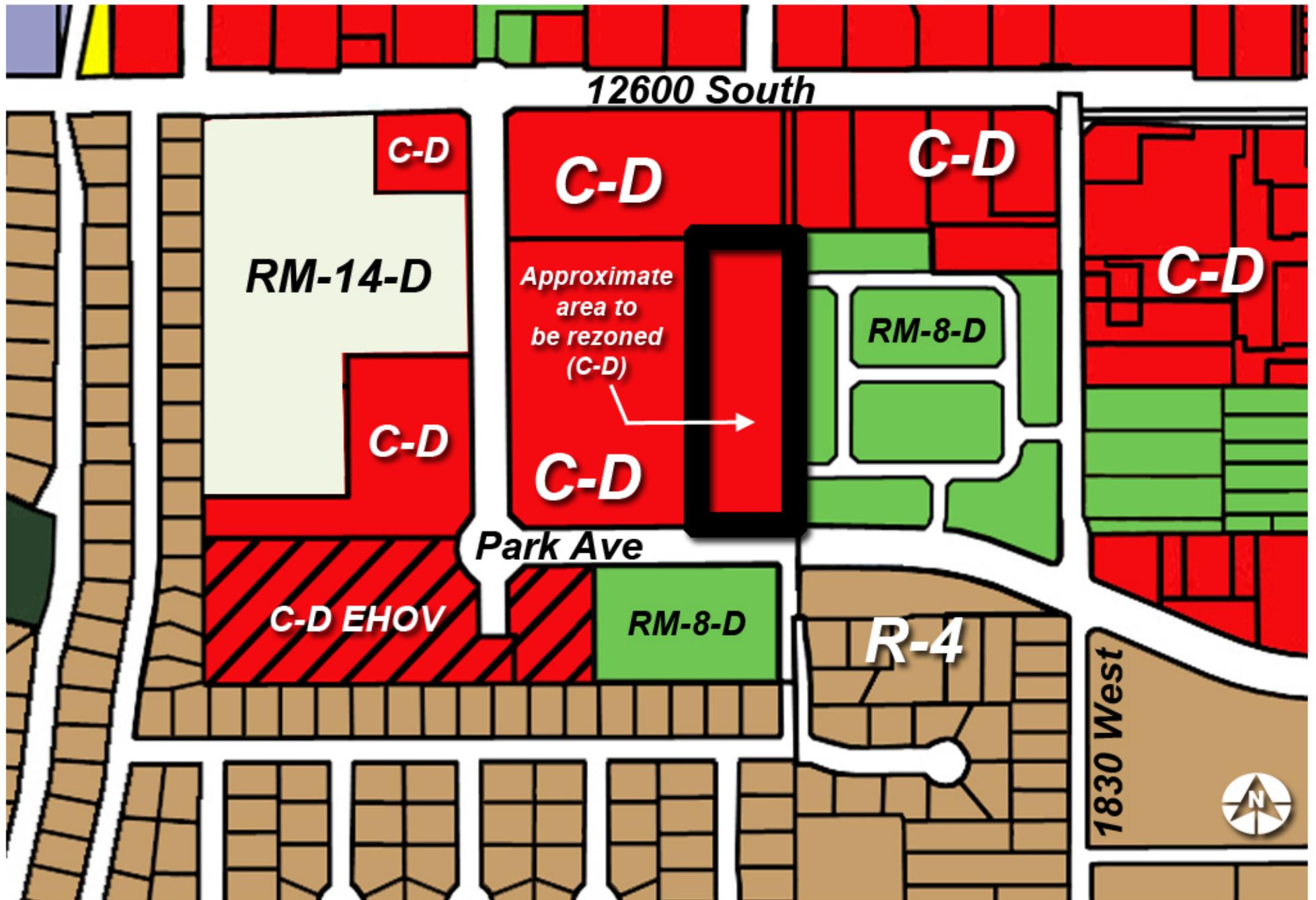
3/19/15
Date

RESIDENCES PHASE 4 REZONE



AERIAL VIEW

RESIDENCES PHASE 4 REZONE



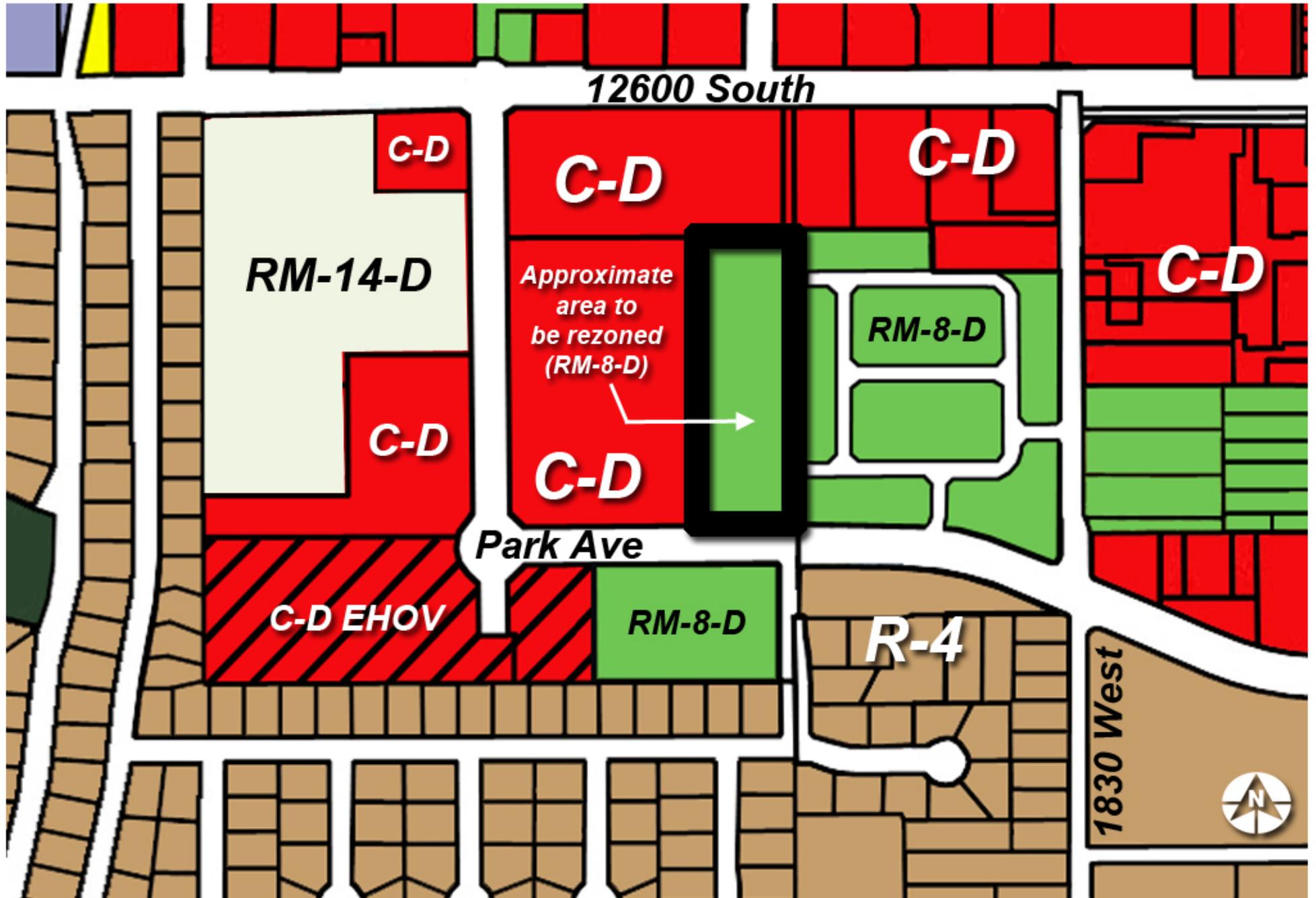
ZONING MAP

RESIDENCES PHASE 4 REZONE



AERIAL VIEW

RESIDENCES PHASE 4 REZONE



PROPOSED ZONING

Planning Commission Record of Motion

Meeting Date: April 9, 2015

Item: Residences Phase 4 Rezone

Agenda Item# 1B

	Brian Russell	Dennis Hansen	Kent Hartley	Cade Bryant	James Endrizzi	Scott Kochevar	James Webb
Motion			✓				
Second						✓	

Motion(s): Motion # 1 (if multiple motions)

I move the Planning Commission recommend approval of this rezone application, rezoning 3.08 acres located at approximately 12723 South Park Avenue from C-D to RM-8-D.

VOTE:

	Brian Russell	Dennis Hansen	Kent Hartley	Cade Bryant	James Endrizzi	Scott Kochevar	James Webb
AYE		✓	✓	✓	✓	✓	
NAY							
ABSTAIN							

- PASS
- FAIL

PLANNING COMMISSION ATTENDANCE

Meeting Date: April 9, 2015

	James Endrizzi	Kent Hartley	Cade Bryant	Brian Russell	James Webb	Dennis Hansen	Scott Kochevar
PRESENT		✓	✓			✓	✓
ABSENT	✓			✓	✓		

Staff Present: Andrew Aagard, Planner; Casey Taylor, Attorney; ~~Gordon Miner, Engineering~~

PUBLIC COMMENTS:

ITEM 2.A

¹ Ted Hansen	2	3	4	5	6
7	8	9	10	11	12
13	14	15	16	17	18
19	20	21	22	23	24

ITEM 2.B

¹ Dave Hat	² Elena Hat	³ Katherine Bjord	⁴ Brad Reynolds	5	6
7	8	9	10	11	12
13	14	15	16	17	18
19	20	21	22	23	24
25	26	27	28	29	30

Item 3

PC. leave the code alone - Unwise to regulate too much the home occupation.



Issue Paper

Item No. 2.2

Presenter/Submitted By:		Jason Lethbridge, Planning Manager	
Subject: ORDINANCE AMENDMENT, PROPOSED AMENDMENT TO SECTIONS 18.190.080.2, 18.190.090.11, 18.190.110 AND 18.190.120 HOME OCCUPATIONS, ADDRESSING ALLOWED HOMES BUSINESS TYPES/ACTIVITIES, AMENDMENTS PROPOSED BY RIVERTON CITY		Meeting Date: May 5, 2015	
		Fiscal Impact: N/A	
		Funding Source: N/A	
Background:			
<p>Riverton City currently has an ordinance addressing home occupations, or home based businesses. That ordinance is found in section 18.190 of the Land Use Code. The ordinance lists, among other standards, types of home based businesses and designates them basically as permitted, conditional, or prohibited. Concerns have arisen recently with the fact that the ordinance does not prohibit manufacturing activities as home based businesses. The proposed amendments address this, prohibiting manufacturing and mechanical assembly uses. In addition, standards are clarified for revocation of a permit, and the process for reapplication following revocation or denial of a permit is established.</p>			
Recommendation:			
<p>On April 23, 2015, the Planning Commission voted to recommend APPROVAL of this ordinance amendment.</p>			
Recommended Motion:			
<p>"I move City Council adopt <u>Ordinance 15-07</u> - amending Sections 18.190.080.2, 18.190.090.11, 18.190.110, and 18.190.120 to read as described in Exhibit "A", with the following amendments:</p> <ol style="list-style-type: none"> 1. A separate standard shall be set for the permits that have been denied to allow time for reformulating the application for resubmittal to the Commission. 2. In place of the proposed bond, a higher fee be assessed for reapplication following revocation or denial of a permit." 			

RIVERTON CITY, UTAH
ORDINANCE NO. 15-07

AN ORDINANCE AMENDING SECTIONS 18.190.080.2, 18.190.090.11, 18.190.110 AND 18.190.120 HOME OCCUPATIONS, ADDRESSING ALLOWED HOMES BUSINESS TYPES/ACTIVITIES, AMENDMENTS PROPOSED BY RIVERTON CITY

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

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

WHEREAS, the Riverton City Council has determined that it is in the best interest of the public to amend the Riverton City Ordinances as described herein.

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

Section 1. The Riverton City Land Use Code section 18.190.080.2, 18.190.090.11, 18.190.110 and 18.190.120 shall be, and hereby is, amended to reflect the changes as shown in Exhibit "A" attached hereto.

Section 2. This ordinance shall take effect upon passage.

PASSED AND APPROVED by the City Council of Riverton, Utah, on this 5th day of May, 2015 by the following vote:

	YES	NO	ABSTAIN	ABSENT
Council Member Brent Johnson	_____	_____	_____	_____
Council Member Trent Staggs	_____	_____	_____	_____
Council Member Sheldon Stewart	_____	_____	_____	_____
Council Member Tricia Tingey	_____	_____	_____	_____
Council Member Paul Wayman	_____	_____	_____	_____

RIVERTON CITY

[SEAL]

ATTEST:

Bill Applegarth, Mayor

Virginia Loader, MMC
City Recorder

Chapter 18.190
HOME OCCUPATIONS

Sections:

18.190.010	Purpose.
18.190.020	Business license.
18.190.030	Simple home occupation.
18.190.040	Permitted home occupation.
18.190.050	Conditional use home occupation.
18.190.060	Fixed standards.
18.190.070	Qualifications.
18.190.080	Conditional use permit required.
18.190.090	Prohibited home occupations.
18.190.100	Exceptions.

18.190.010 Purpose.

- (1) Provide an opportunity for home occupations as an accessory use, when they are compatible with the neighborhoods in which they are located. A home occupation shall not be construed to mean an employee, working in his/her home in the service of an employer whose principal place of business is licensed at another location.
- (2) Guide business activities that are not compatible with neighborhoods, to appropriate commercial zones.

(3) Safeguard peace, quiet, and domestic tranquility within all residential neighborhoods. Protect residents from the adverse effects of business uses being conducted in residential areas from noise, nuisance, traffic, fire hazard and other possible business uses that are in excess of that customarily associated with the neighborhood. Home occupations include but are not limited to the following:

- (a) Artists, authors, architectural services;
- (b) Accountants;
- (c) Barber shops and beauty shops;
- (d) Bookkeeping;
- (e) Consulting services;
- (f) Construction office;
- (g) Dance studio, aerobic exercise, music lessons, tutoring and general educational instruction;
- (h) Day care or preschool;
- (i) Data processing computer programming;
- (j) Direct sales distribution;
- (k) Home crafts;
- (l) Garden produce;
- (m) Janitorial service;
- (n) Insurance sales or broker interior design;
- (o) Landscape contractor office;

- (p) Mail order not including retail sales from site;
- (q) Offices;
- (r) Real estate sales or broker;
- (s) Sales representative; and
- (t) Sewing or embossing of clothing or fabrics.

Other occupations not listed in this section but of similar kind or character may be conducted as home occupations, subject to the provisions of this chapter. Prior to receipt of a conditional use permit, other occupations not listed in this section must be reviewed by the zoning administrator for a determination as to whether the proposed occupation is of a similar kind or character to home occupations listed in this section. A finding by the zoning administrator that an occupation is not of a similar kind or character as those listed herein may be appealed to the planning commission. A finding by the planning commission that an occupation is not of a similar kind or character as those listed herein may be appealed to the board of adjustment, as provided in Chapter 2.80 RCC. A sexually oriented business, or an administrative service in support of a sexually oriented business, may not operate as a home occupation in any zone of the city.

- (4) Provide an opportunity for a home occupation to engage in the business of childcare and other group child activities, and encourage this type of home occupation to draw clients/customers from their immediate neighborhood.
- (5) Provide a means to enforce and regulate the businesses that are licensable through the authority of this chapter and, if necessary, terminate home occupations if a violation of the ordinances regulating home occupations occurs.
- (6) Create a streamlined process for home occupations that meet strict criteria for blending into a neighborhood and facilitate other home occupations that may be allowed under specific conditions. [Ord. 07-12 § 1. Code 1997 § 12-207-005.]

18.190.020 Business license.

- (1) All home occupations shall have a business license, unless specifically provided an exemption in this chapter. Only the owner of a business may apply for a home occupation business license and the applicant must be a bona fide resident of the home.
- (2) Home occupation permits expire six months after granted if no business license is obtained.
- (3) Home occupation permits expire three months after the business license lapses.
- (4) Home occupation permits are issued for individuals at a specific address. The permit is not transferable to another person or party, nor to another address.
- (5) Types of Home Occupations. Home occupation businesses are licensable as one of the following:

- (a) Simple home occupation.
- (b) Permitted home occupation.
- (c) Conditional use home occupation. [Ord. 07-12 § 1. Code 1997 § 12-207-010.]

18.190.030 Simple home occupation.

- (1) Planning staff can approve a simple home occupation permit when the applicant complies with the following:
 - (a) Applicant is a bona fide resident of the home.
 - (b) Business shall be entirely conducted within the home.

- (c) The home occupation shall not involve any retail sales at the home.
 - (d) The home occupation will not require any signage, including signage on vehicles parked at the home.
 - (e) The home occupation does not involve customers or employees visiting the home.
 - (f) The home occupation does not require storage of inventory at the home.
 - (g) There will be no evidence from the exterior of the home that a business is being conducted.
 - (h) No specialty vehicles associated with this business such as dump trucks, tractors, skid steers, tractor trailers, boom trucks, tank trucks, backhoes, pump trucks or other similar vehicles will be parked or stored at the home.
- (2) Staff may require drawings, photographs, schematics, floor plans or other materials necessary to demonstrate compliance with the criteria in subsection (1) of this section.
- (3) The applicant will sign a statement verifying they have read and understand the criteria under which the simple home occupation is given and agree to operate their business within those criteria.
- (4) Applicants may appeal the planning director's decision about a simple home occupation to the planning commission. The commission will decide whether the applicant qualifies for a simple permit or must apply for a staff-reviewed home occupation or a conditional use permit following the standards and procedure set forth in this chapter. A public hearing is not required for the appeal. [Amended during 2011 recodification; Ord. 07-12 § 1. Code 1997 § 12-207-015.]

18.190.040 Permitted home occupation.

- (1) Staff can approve home occupations that meet all of the requirements of RCC 18.190.060, Fixed standards, and all of the requirements of RCC 18.190.070, Qualifications.
- (2) The applicant will fill out an application and submit plans, drawings, pictures, and other materials necessary to verify compliance with the standards and qualifications. Notice of the pending application will be sent to neighbors within 300 feet of the applicant's property. The applicant will bear the costs of noticing, and review fees, or any additional studies that may be required.
- (3) Staff shall refer permitted home occupations to the planning commission as conditional use home occupations when:
- (a) Evidence suggests that the application may not meet all of the qualifications;
 - (b) There is significant public clamor regarding the application;
 - (c) At the request of a planning commissioner; or
 - (d) At the discretion of the planning manager.
 - (e) In such cases the applicant will be responsible for the additional noticing fees.
- (4) Applicants may appeal the planning director's decision about a permitted home occupation to the planning commission. The appeal would be a decision item where the commission will decide whether the applicant qualifies for a permitted home occupation or must apply for a conditional use permit following the standards and procedure set forth in RCC 18.190.050 and 18.190.080. A public hearing is not required for the appeal. [Ord. 07-12 § 1. Code 1997 § 12-207-020.]

18.190.050 Conditional use home occupation.

- (1) The planning commission will hold a public hearing for home occupation applications that meet all of the fixed standards but are unable to meet all of the qualifications or have been referred by the planning manager.

(2) The planning commission may deny, approve, or approve with any of the conditions included in RCC 18.190.080, Conditional use permit required. The planning commission may also alter or waive any of the qualifications described in RCC 18.190.070. The planning commission may not alter or waive any of the fixed standards of RCC 18.190.060.

(3) Applications for conditional use home occupation permits will be noticed for a public hearing before the planning commission. Notices will be sent to property owners within 300 feet of the applicant property at least 15 days prior to the hearing and a notice will be published in a local newspaper.

(4) The applicant will be responsible to provide address labels and fees associated with the noticing and public hearing.

(5) The planning commission acts as the land use authority for conditional use home occupations. The Board of Adjustment shall act as the appeal authority to act in a quasi-judicial manner and serve as the final arbiter of issues involving the interpretation or application of the home occupation land use ordinances.

(6) Appeals of the planning commission decision must be made within 30 days of the decision. [Amended during 2011 recodification; Ord. 07-12 § 1. Code 1997 § 12-207-025.]

18.190.060 Fixed standards.

Permitted home occupations and conditional use home occupations must comply with these fixed standards at all times. The applicant shall submit drawings, sketches, documentation and/or photos as required by staff to demonstrate compliance with these standards.

(1) Bona Fide Resident. The home occupation business shall be owned by and carried on only by a bona fide resident of the home.

(2) Satellite Office Not Allowed. Business activities shall not be conducted at the home of an employee of a company, by nonresident company employees. However, a home occupation shall not be construed to mean an employee, working in his/her home in the service of an employer whose principal place of business is licensed at another location.

(3) Accessory Use on the Property. The home occupation shall be clearly secondary and incidental to the primary use of the dwelling unit for residential purposes.

(4) On-Site Employees. One full-time or full-time equivalent nonresident may be employed, volunteer, or work on the premises wherein the home occupation business is located. And only one nonresident employee may work at the home at one time regardless of the number of home occupations.

(5) Off-Site Employees. Any home occupation may utilize employees to work off site. The off-site employee, volunteer, hiree or any other person engaged with the home occupation shall not come to the home for purposes related to the home occupation license.

(6) Off-Street Parking. All business-related vehicles, which park at the location of the home occupation, including those of the applicant and employee, must be provided and use off-street parking. Off-street parking must also be provided for customers, clients or business-related visitor vehicles.

(7) Vehicle Advertisement. Vehicles or equipment may not be used for the primary purpose of advertising the home occupation at the site of the home occupation.

(8) Designating Areas of Property to Be Used. The home occupation applicant must designate the portion of the home, accessory structure, yard, attached or detached garage dedicated as the principal location for business activities.

(9) External Appearance. The home occupation must maintain or improve the external residential appearance of the principal structure, attached or detached garage or accessory structures. Any structural alterations to accommodate the home occupation shall maintain the architectural aesthetics and compatibility of the neighborhood.

(10) Outdoor/Yard Space. The home occupation shall not involve the use of any unscreened or unenclosed yard space for storage or display of supplies, inventory or equipment when such use is in conjunction with the sales, service or production of goods. Any screened area or structure used for the home occupation must be located in either the side or rear yard areas.

(11) Conformity with Safety Codes. There shall be complete conformity with fire, building, plumbing, electrical and all other city, county, state and federal codes.

(12) Health and Safety. No process can be used which is hazardous to public health, safety, morals or welfare.

(13) No Excessive Utility Uses. The home occupation shall not cause a demand for municipal, community or utility services that are substantially in excess of those usually and customarily provided for residential uses.

(14) Neighborhood Disruptions Not Permitted. The home occupation shall not unreasonably or uncharacteristically interfere or disrupt the peace, quiet and domestic tranquility of the neighborhood. The home occupation shall not create or be associated with or produce odor, smoke, dust, heat, fumes, light, glare, noises or vibrations, excessive traffic or other nuisances, including interferences with radio and television reception or any other adverse effects within the neighborhood.

(15) Renter/Owner Responsibility. If the applicant for a home occupation license rents or leases the property wherein the home occupation is intended to be conducted, the applicant must provide a letter of acknowledgment and consent from the property owner at the time the application is submitted to the license office.

(16) Interior Alterations/Remodeling. Interior alterations of the principal dwelling, for the purpose of accommodating the home occupation, are prohibited if such alteration eliminates the kitchen, and/or all of the dining areas, bathrooms, living areas or all of the bedrooms. [Ord. 07-12 § 1. Code 1997 § 12-207-030.]

18.190.070 Qualifications.

In addition to the fixed standards set forth in RCC 18.190.060, all staff-reviewed home occupations must also comply with the requirements outlined in this section. If a business finds that they are unable to fully comply with all of the requirements as set forth in this section, the applicant may pursue possible approval as a conditional use home occupation.

(1) Hours. No visitors in conjunction with the home occupation (clients, patrons, employees, volunteers, students, pupils, etc.) shall be permitted between the hours of 7:00 p.m. and 7:00 a.m.

(2) Traffic. Vehicular traffic from business-related visitors and customers shall not exceed that which normally and reasonably occurs for a home in the neighborhood. The home occupation shall be limited to two business-related visitors or customers per hour, to a maximum of eight business-related visitors or customers per day. Business-related deliveries or pickups shall not exceed two per day.

(3) Delivery Vehicles. The receipt or delivery of merchandise, goods, or supplies for use in a home occupation shall be limited to vehicles with a gross vehicle weight rating (GVWR) of 23,000 pounds or less.

(4) Conducted in a Home. When business activities are being conducted on the property that is to be licensed, the home occupation shall be conducted within the principal home.

(5) Maximum Floor Space. No more than 25 percent of the total main floor area and upper floor areas of the dwelling unit shall be used for home occupation. As an alternative to use of main and upper floor areas of the dwelling unit, up to 50 percent of the basement of a home unit may be utilized for home occupation.

(6) Signs. The home occupation may utilize one unanimated, nonilluminated flat sign. The sign must be placed either in a window or on the exterior wall of the home wherein the home occupation is being conducted, and may not have an area greater than four square feet.

(7) Display of Products. The home occupation may include the sale of tangible goods. Direct sales from display apparatus are permitted only if the goods or products are not visible from the exterior of any approved structure being used for the home occupation.

(8) Permitted home occupations involving child day care and other child group activities shall also comply with the following:

(a) The home occupation shall not exceed eight children, associated with child day care or other child group activities (e.g., dance schools, preschool, music classes, etc.) at any one time. A maximum of eight students/children are permitted per day. This number shall include the licensee's own children if they are under six years of age and are under the care of the licensee at the time the home occupation is conducted.

(b) No other permitted child day care or child group activities are within 300 feet of the proposed home occupation.

(c) All child day care shall be allowed to provide safe, outdoor play time in designated areas.

(d) Outdoor play areas shall be fenced in accordance with Riverton City fencing standards and shall have a self-locking gate. [Amended during 2011 recodification; Ord. 07-12 § 1. Code 1997 § 12-207-035.]

18.190.080 Conditional use permit required.

The following uses are appropriate as licensable home occupations only if they are determined to be compatible with residential neighborhoods after full conditional use review by the planning commission, all of the fixed standards, all the qualifications that have not been granted an exception through the conditional use process and additional regulations set forth hereafter:

(1) More Than Two Home Occupation Licenses. Any home where the applicant(s) are seeking more than two permitted or conditional home occupation licenses.

(2) Workshops. ~~Workshops, Repair shops,~~ including ~~welding,~~ carpentry, small scale sheet metal work, furniture-~~manufacturing making,~~ upholstery and other similar ~~manufacturing~~ activities.

(3) Business Not Conducted within a Home. Any home occupation which proposes or conducts activities within an outbuilding, accessory building, attached or detached garage. The following guidelines shall be used to determine the maximum impacts permitted:

(a) The applicant for a home occupation license shall designate the areas of the home, attached/detached garage or accessory structure that will be used for the home occupation and, if approved, the home occupation may be conducted only in the designated area.

(b) A maximum 50 percent of the total floor space of any accessory structure or attached or detached garage may be used for the home occupation. The planning commission may grant an exception for parcels of at least one-half acre.

(c) Any accessory structure used for a home occupation will be reviewed for architectural aesthetics and compatibility of the home and the immediate neighborhood.

(d) The home occupation may utilize one unanimated, nonilluminated flat sign to be attached to the accessory structure where the home occupation is being conducted, in lieu of the sign attached to the home or in a window. The sign may not have an area greater than four square feet.

(4) Home Occupations and Outdoor Activities. Any home occupations proposing to conduct business utilizing any yard space, or in a swimming pool.

(5) Dangerous Home Occupations. Any home occupation using explosives, incendiary products and devices, or flammable or hazardous chemicals.

(6) Home Occupations Generating Excessive Traffic. Any home occupation which will generate in excess of two customers or visitors per hour or six per day. A maximum of 12 business-associated visitors per day may be allowed under a conditional use permit, except as provided for with child day care and other group child activities.

(7) Large, Business-Related Vehicles. Any home occupation which utilizes vehicles longer than 24 feet in length.

(8) Food or Beverage Preparation. Any home occupation involving or proposing to involve food or drink preparation, storage or catering.

(9) Child day care and other group child activities (e.g., dance schools, preschools, music classes, other care or instruction for children) that are expected to generate or exceed eight children/students any day. The following guidelines shall be used by the planning commission to determine the maximum number of students/children permitted:

(a) A traffic plan has been reviewed and approved by the planning department, which includes acceptable traffic flow, drop-off and turnaround areas.

(b) A maximum of 12 students/children per session and a maximum of 24 students/children per day shall be permitted.

(c) A maximum of three sessions per day may be permitted.

(d) All sessions combined shall not generate more than 24 vehicular trips per day.

(e) The total number of students/children shall include the licensee's and any employees' children if they are under six years of age and are under the care of the licensee at the time the home occupation is conducted.

(f) No child day care or group child activities, conditional use home occupation may be established within 300 feet as measured from property line to property line of another child day care or group child activities, conditional use home occupation. [Ord. 07-12 § 1. Code 1997 § 12-207-040.]

18.190.090 Prohibited home occupations.

The following uses are not compatible with residential uses, and in order to protect the health, safety and welfare of residents from noise, nuisance, traffic, fire hazard and other possible business uses that are in excess of that customarily associated with the neighborhood, the following uses are prohibited:

(1) Mortuaries, crematoriums, columbariums, or mausoleums.

(2) Animal hospitals and veterinary services.

(3) Clinics, dental offices, medical offices, chiropractic offices, or hospitals.

(4) Junkyards, auto wrecking yards or salvage yards.

(5) Stables, kennels, pet stores or any other commercial animal breeding or similar activities.

~~(6)~~ Storage, service, repair, sales or rental of ambulance, tow truck, recreational vehicle, watercraft, automobiles, ATV, or other motorized vehicles.

~~(7)~~ Food or drink preparations, storage or catering, which is not permitted by the appropriate state or county department or agency.

~~(8)~~ Fitness or health spa facility.

~~(9)~~ Lawn mower or small engine sales, service or repair.

~~(10)~~ Auto body repair, motor vehicle repair.

~~(11)~~ Manufacturing and/or mechanical product assembly, other than small scale arts, crafts, and hobby work. Use of ~~specified hazardous~~ chemicals, pesticides and flammable/combustible materials, and ~~including~~ any other process or business where current, adopted building and fire codes would require an operational permit.

~~(12)~~ Number of vehicular stops/or visits exceeds 24 per day.

~~(13)~~ Sexually oriented business.

(143) Treatment centers or counseling for persons who are violent or being treated for alcoholism or drug abuse.

(154) Bed and breakfast, motel or any similar use involving boarding or room rental. [Ord. 07-12 § 1. Code 1997 § 12-207-045.]

18.190.100 Exceptions.

(1) Home occupations do not include:

(a) Occasional babysitting at the dwelling, which would not be classified as a day care or preschool operation.

(b) Garage or yard sales are not considered home occupations but may be held no more than four calendar days per year.

(c) Sales of night crawlers gathered from the subject property.

(d) Lemonade stands and similar occasional activities related to the subject premises are not considered home occupations.

(e) One-time in-home parties designed to take orders, such as Tupperware parties, Pampered Chef, or Mary Kay.

(2) Temporary signage may be used to advertise yard sales, night crawlers, lemonade and similar occasional sales activities, provided it does not create a nuisance or a traffic hazard, is not placed on private property without permission of the property owner or in the public right-of-way, and provided it is removed by 7:00 p.m. each day and upon conclusion of the activity. [Amended during 2011 recodification; Ord. 07-12 § 1. Code 1997 § 12-207-050.]

18.190.110 Revocation.

A conditional use permit may be revoked by the planning commission upon a finding of failure to comply with the terms and conditions of the original permit or for any violation of this chapter occurring on the site for which the permit was approved. Prior to taking action concerning revocation of a conditional use permit, a hearing shall be held by the planning commission. Notice of the hearing and the grounds for consideration of revocation shall be mailed to the permittee at least ten days prior to the hearing.

18.190.120 Reapplication Following Revocation or Denial.

Following the revocation or denial of a conditional use permit, a new application for the same business type and location will not be accepted for a period of one (1) year from the date of revocation or denial. Upon reapplication, the applicant for the same business type and location which was revoked in a prior year shall be required to post \$1,000.00 cash bond with Riverton City to assure continued compliance with the terms and conditions of any reissued conditional use permit. Upon a second revocation of a conditional use permit for the same business and at the same location, said cash bond shall be revoked and surrendered to Riverton City to recover costs incurred to enforce the terms and conditions of the conditional use permit, and this chapter.

**RIVERTON CITY
MEMORANDUM**

TO: Honorable Mayor and City Council

FROM: Planning Department

DATE: MAY 5, 2015

SUBJECT: ORDINANCE AMENDMENT, PROPOSED AMENDMENT TO SECTIONS 18.190.080.2, 18.190.090.11, 18.190.110 AND 18.190.120 HOME OCCUPATIONS, ADDRESSING ALLOWED HOMES BUSINESS TYPES/ACTIVITIES, AMENDMENTS PROPOSED BY RIVERTON CITY

On April 23, 2015, the Planning Commission voted to recommend APPROVAL of the proposed ordinance amendments. Minutes from that meeting will be available once transcribed. A record of motion and comment is included below. The Planning Commission recommended the following motion:

I move City Council ADOPT Ordinance 15-07, amending Sections 18.190.080.2, 18.190.090.11, 18.190.110, and 18.190.120 to read as described in Exhibit "A", with the following amendments;

1. A separate standard shall be set for the permits that have been denied to allow time for reformulating the application for resubmittal to the Commission.
2. In place of the proposed bond, a higher fee be assessed for reapplication following revocation or denial of a permit.

BACKGROUND:

Riverton City currently has an ordinance addressing home occupations, or home based businesses. That ordinance is found in section 18.190 of the Land Use Code. The ordinance lists, among other standards, types of home based businesses and designates them basically as permitted, conditional, or prohibited. Concerns have arisen recently with the fact that the ordinance does not prohibit manufacturing activities as home based businesses. Section 18.190.080 (2) requires a conditional use permit for the following types of home occupations:

(2) Workshops. Repair shops, including welding, carpentry, sheet metal work, furniture manufacturing, upholstery and other similar manufacturing activities.

The ordinance does not define more specifically what other types of manufacturing may be permitted. Section 18.190.090, Prohibited Home Occupations, lists among other prohibited uses, the following:

(10) Use of specified chemicals, pesticides and flammable/combustible materials, and including any other process or business where current, adopted building and fire codes would require an operational permit.

The City Council has initiated an ordinance amendment addressing those two sections. The proposed language is as follows. Section 18.190.080.2, is proposed to be amended to read

"Workshops, including carpentry, small scale sheet metal work, furniture making, upholstery and other similar activities".

This would limit home based workshop businesses as described, and would eliminate "welding"

and “manufacturing” from that section. Section 18.190.090.11 shall be amended to prohibit

“Manufacturing and/or mechanical product assembly, other than small scale arts, crafts, and hobby work. Use of chemicals, pesticides and flammable/combustible materials, and any other process or business where current, adopted building and fire codes would require an operational permit”. These text changes address the issue of the potential for manufacturing businesses on residential properties, and clarify what activities can be allowed. Any existing businesses for which required approvals and licenses have been secured would be considered legal nonconforming and would be allowed to continue in operation.

Two additional sections are also proposed. One is intended to clarify the process for and circumstances under which a Home Occupation CUP could be revoked. The other stipulates that should a permit be revoked, a period of one year is required before a new application for that same business can be submitted. The sections read as follows:

18.190.110 Revocation.

A conditional use permit may be revoked by the planning commission upon a finding of failure to comply with the terms and conditions of the original permit or for any violation of this chapter occurring on the site for which the permit was approved. Prior to taking action concerning revocation of a conditional use permit, a hearing shall be held by the planning commission. Notice of the hearing and the grounds for consideration of revocation shall be mailed to the permittee at least ten days prior to the hearing.

18.190.120 Reapplication Following Revocation or Denial.

Following the revocation or denial of a conditional use permit, a new application for the same business type and location will not be accepted for a period of one (1) year from the date of revocation or denial. Upon reapplication, the applicant for the same business type and location which was revoked in a prior year shall be required to post \$1,000.00 cash bond with Riverton City to assure continued compliance with the terms and conditions of any reissued conditional use permit. Upon a second revocation of a conditional use permit for the same business and at the same location, said cash bond shall be revoked and surrendered to Riverton City to recover costs incurred to enforce the terms and conditions of the conditional use permit, and this chapter.

The Planning Commission made two recommendations relative to these sections. They recommended that a separate reapplication period be applied to conditional use permits that have been denied, to allow an applicant whose permit has been denied to reformulate their application for resubmittal to the Planning Commission in a timely manner. The Commission also recommended that a more substantial fee be charged for reapplication rather than requiring a bond to be posted. The Commission did not recommend specific language for these changes.

ATTACHMENTS:

The following items are attached:

1. A copy of affected ordinance sections.

Chapter 18.190
HOME OCCUPATIONS

Sections:

18.190.010	Purpose.
18.190.020	Business license.
18.190.030	Simple home occupation.
18.190.040	Permitted home occupation.
18.190.050	Conditional use home occupation.
18.190.060	Fixed standards.
18.190.070	Qualifications.
18.190.080	Conditional use permit required.
18.190.090	Prohibited home occupations.
18.190.100	Exceptions.

18.190.010 Purpose.

(1) Provide an opportunity for home occupations as an accessory use, when they are compatible with the neighborhoods in which they are located. A home occupation shall not be construed to mean an employee, working in his/her home in the service of an employer whose principal place of business is licensed at another location.

(2) Guide business activities that are not compatible with neighborhoods, to appropriate commercial zones.

(3) Safeguard peace, quiet, and domestic tranquility within all residential neighborhoods. Protect residents from the adverse effects of business uses being conducted in residential areas from noise, nuisance, traffic, fire hazard and other possible business uses that are in excess of that customarily associated with the neighborhood. Home occupations include but are not limited to the following:

- (a) Artists, authors, architectural services;
- (b) Accountants;
- (c) Barber shops and beauty shops;
- (d) Bookkeeping;
- (e) Consulting services;
- (f) Construction office;
- (g) Dance studio, aerobic exercise, music lessons, tutoring and general educational instruction;
- (h) Day care or preschool;
- (i) Data processing computer programming;
- (j) Direct sales distribution;
- (k) Home crafts;
- (l) Garden produce;
- (m) Janitorial service;
- (n) Insurance sales or broker interior design;
- (o) Landscape contractor office;

- (p) Mail order not including retail sales from site;
- (q) Offices;
- (r) Real estate sales or broker;
- (s) Sales representative; and
- (t) Sewing or embossing of clothing or fabrics.

Other occupations not listed in this section but of similar kind or character may be conducted as home occupations, subject to the provisions of this chapter. Prior to receipt of a conditional use permit, other occupations not listed in this section must be reviewed by the zoning administrator for a determination as to whether the proposed occupation is of a similar kind or character to home occupations listed in this section. A finding by the zoning administrator that an occupation is not of a similar kind or character as those listed herein may be appealed to the planning commission. A finding by the planning commission that an occupation is not of a similar kind or character as those listed herein may be appealed to the board of adjustment, as provided in Chapter 2.80 RCC. A sexually oriented business, or an administrative service in support of a sexually oriented business, may not operate as a home occupation in any zone of the city.

- (4) Provide an opportunity for a home occupation to engage in the business of childcare and other group child activities, and encourage this type of home occupation to draw clients/customers from their immediate neighborhood.
- (5) Provide a means to enforce and regulate the businesses that are licensable through the authority of this chapter and, if necessary, terminate home occupations if a violation of the ordinances regulating home occupations occurs.
- (6) Create a streamlined process for home occupations that meet strict criteria for blending into a neighborhood and facilitate other home occupations that may be allowed under specific conditions. [Ord. 07-12 § 1. Code 1997 § 12-207-005.]

18.190.020 Business license.

- (1) All home occupations shall have a business license, unless specifically provided an exemption in this chapter. Only the owner of a business may apply for a home occupation business license and the applicant must be a bona fide resident of the home.
- (2) Home occupation permits expire six months after granted if no business license is obtained.
- (3) Home occupation permits expire three months after the business license lapses.
- (4) Home occupation permits are issued for individuals at a specific address. The permit is not transferable to another person or party, nor to another address.
- (5) Types of Home Occupations. Home occupation businesses are licensable as one of the following:

- (a) Simple home occupation.
- (b) Permitted home occupation.
- (c) Conditional use home occupation. [Ord. 07-12 § 1. Code 1997 § 12-207-010.]

18.190.030 Simple home occupation.

- (1) Planning staff can approve a simple home occupation permit when the applicant complies with the following:
 - (a) Applicant is a bona fide resident of the home.
 - (b) Business shall be entirely conducted within the home.

- (c) The home occupation shall not involve any retail sales at the home.
 - (d) The home occupation will not require any signage, including signage on vehicles parked at the home.
 - (e) The home occupation does not involve customers or employees visiting the home.
 - (f) The home occupation does not require storage of inventory at the home.
 - (g) There will be no evidence from the exterior of the home that a business is being conducted.
 - (h) No specialty vehicles associated with this business such as dump trucks, tractors, skid steers, tractor trailers, boom trucks, tank trucks, backhoes, pump trucks or other similar vehicles will be parked or stored at the home.
- (2) Staff may require drawings, photographs, schematics, floor plans or other materials necessary to demonstrate compliance with the criteria in subsection (1) of this section.
- (3) The applicant will sign a statement verifying they have read and understand the criteria under which the simple home occupation is given and agree to operate their business within those criteria.
- (4) Applicants may appeal the planning director's decision about a simple home occupation to the planning commission. The commission will decide whether the applicant qualifies for a simple permit or must apply for a staff-reviewed home occupation or a conditional use permit following the standards and procedure set forth in this chapter. A public hearing is not required for the appeal. [Amended during 2011 recodification; Ord. 07-12 § 1. Code 1997 § 12-207-015.]

18.190.040 Permitted home occupation.

- (1) Staff can approve home occupations that meet all of the requirements of RCC 18.190.060, Fixed standards, and all of the requirements of RCC 18.190.070, Qualifications.
- (2) The applicant will fill out an application and submit plans, drawings, pictures, and other materials necessary to verify compliance with the standards and qualifications. Notice of the pending application will be sent to neighbors within 300 feet of the applicant's property. The applicant will bear the costs of noticing, and review fees, or any additional studies that may be required.
- (3) Staff shall refer permitted home occupations to the planning commission as conditional use home occupations when:
- (a) Evidence suggests that the application may not meet all of the qualifications;
 - (b) There is significant public clamor regarding the application;
 - (c) At the request of a planning commissioner; or
 - (d) At the discretion of the planning manager.
 - (e) In such cases the applicant will be responsible for the additional noticing fees.
- (4) Applicants may appeal the planning director's decision about a permitted home occupation to the planning commission. The appeal would be a decision item where the commission will decide whether the applicant qualifies for a permitted home occupation or must apply for a conditional use permit following the standards and procedure set forth in RCC 18.190.050 and 18.190.080. A public hearing is not required for the appeal. [Ord. 07-12 § 1. Code 1997 § 12-207-020.]

18.190.050 Conditional use home occupation.

- (1) The planning commission will hold a public hearing for home occupation applications that meet all of the fixed standards but are unable to meet all of the qualifications or have been referred by the planning manager.

(2) The planning commission may deny, approve, or approve with any of the conditions included in RCC 18.190.080, Conditional use permit required. The planning commission may also alter or waive any of the qualifications described in RCC 18.190.070. The planning commission may not alter or waive any of the fixed standards of RCC 18.190.060.

(3) Applications for conditional use home occupation permits will be noticed for a public hearing before the planning commission. Notices will be sent to property owners within 300 feet of the applicant property at least 15 days prior to the hearing and a notice will be published in a local newspaper.

(4) The applicant will be responsible to provide address labels and fees associated with the noticing and public hearing.

(5) The planning commission acts as the land use authority for conditional use home occupations. The Board of Adjustment shall act as the appeal authority to act in a quasi-judicial manner and serve as the final arbiter of issues involving the interpretation or application of the home occupation land use ordinances.

(6) Appeals of the planning commission decision must be made within 30 days of the decision. [Amended during 2011 recodification; Ord. 07-12 § 1. Code 1997 § 12-207-025.]

18.190.060 Fixed standards.

Permitted home occupations and conditional use home occupations must comply with these fixed standards at all times. The applicant shall submit drawings, sketches, documentation and/or photos as required by staff to demonstrate compliance with these standards.

(1) Bona Fide Resident. The home occupation business shall be owned by and carried on only by a bona fide resident of the home.

(2) Satellite Office Not Allowed. Business activities shall not be conducted at the home of an employee of a company, by nonresident company employees. However, a home occupation shall not be construed to mean an employee, working in his/her home in the service of an employer whose principal place of business is licensed at another location.

(3) Accessory Use on the Property. The home occupation shall be clearly secondary and incidental to the primary use of the dwelling unit for residential purposes.

(4) On-Site Employees. One full-time or full-time equivalent nonresident may be employed, volunteer, or work on the premises wherein the home occupation business is located. And only one nonresident employee may work at the home at one time regardless of the number of home occupations.

(5) Off-Site Employees. Any home occupation may utilize employees to work off site. The off-site employee, volunteer, hiree or any other person engaged with the home occupation shall not come to the home for purposes related to the home occupation license.

(6) Off-Street Parking. All business-related vehicles, which park at the location of the home occupation, including those of the applicant and employee, must be provided and use off-street parking. Off-street parking must also be provided for customers, clients or business-related visitor vehicles.

(7) Vehicle Advertisement. Vehicles or equipment may not be used for the primary purpose of advertising the home occupation at the site of the home occupation.

(8) Designating Areas of Property to Be Used. The home occupation applicant must designate the portion of the home, accessory structure, yard, attached or detached garage dedicated as the principal location for business activities.

(9) External Appearance. The home occupation must maintain or improve the external residential appearance of the principal structure, attached or detached garage or accessory structures. Any structural alterations to accommodate the home occupation shall maintain the architectural aesthetics and compatibility of the neighborhood.

- (10) Outdoor/Yard Space. The home occupation shall not involve the use of any unscreened or unenclosed yard space for storage or display of supplies, inventory or equipment when such use is in conjunction with the sales, service or production of goods. Any screened area or structure used for the home occupation must be located in either the side or rear yard areas.
- (11) Conformity with Safety Codes. There shall be complete conformity with fire, building, plumbing, electrical and all other city, county, state and federal codes.
- (12) Health and Safety. No process can be used which is hazardous to public health, safety, morals or welfare.
- (13) No Excessive Utility Uses. The home occupation shall not cause a demand for municipal, community or utility services that are substantially in excess of those usually and customarily provided for residential uses.
- (14) Neighborhood Disruptions Not Permitted. The home occupation shall not unreasonably or uncharacteristically interfere or disrupt the peace, quiet and domestic tranquility of the neighborhood. The home occupation shall not create or be associated with or produce odor, smoke, dust, heat, fumes, light, glare, noises or vibrations, excessive traffic or other nuisances, including interferences with radio and television reception or any other adverse effects within the neighborhood.
- (15) Renter/Owner Responsibility. If the applicant for a home occupation license rents or leases the property wherein the home occupation is intended to be conducted, the applicant must provide a letter of acknowledgment and consent from the property owner at the time the application is submitted to the license office.
- (16) Interior Alterations/Remodeling. Interior alterations of the principal dwelling, for the purpose of accommodating the home occupation, are prohibited if such alteration eliminates the kitchen, and/or all of the dining areas, bathrooms, living areas or all of the bedrooms. [Ord. 07-12 § 1. Code 1997 § 12-207-030.]

18.190.070 Qualifications.

In addition to the fixed standards set forth in RCC 18.190.060, all staff-reviewed home occupations must also comply with the requirements outlined in this section. If a business finds that they are unable to fully comply with all of the requirements as set forth in this section, the applicant may pursue possible approval as a conditional use home occupation.

- (1) Hours. No visitors in conjunction with the home occupation (clients, patrons, employees, volunteers, students, pupils, etc.) shall be permitted between the hours of 7:00 p.m. and 7:00 a.m.
- (2) Traffic. Vehicular traffic from business-related visitors and customers shall not exceed that which normally and reasonably occurs for a home in the neighborhood. The home occupation shall be limited to two business-related visitors or customers per hour, to a maximum of eight business-related visitors or customers per day. Business-related deliveries or pickups shall not exceed two per day.
- (3) Delivery Vehicles. The receipt or delivery of merchandise, goods, or supplies for use in a home occupation shall be limited to vehicles with a gross vehicle weight rating (GVWR) of 23,000 pounds or less.
- (4) Conducted in a Home. When business activities are being conducted on the property that is to be licensed, the home occupation shall be conducted within the principal home.
- (5) Maximum Floor Space. No more than 25 percent of the total main floor area and upper floor areas of the dwelling unit shall be used for home occupation. As an alternative to use of main and upper floor areas of the dwelling unit, up to 50 percent of the basement of a home unit may be utilized for home occupation.
- (6) Signs. The home occupation may utilize one unanimated, nonilluminated flat sign. The sign must be placed either in a window or on the exterior wall of the home wherein the home occupation is being conducted, and may not have an area greater than four square feet.
- (7) Display of Products. The home occupation may include the sale of tangible goods. Direct sales from display apparatus are permitted only if the goods or products are not visible from the exterior of any approved structure being used for the home occupation.

(8) Permitted home occupations involving child day care and other child group activities shall also comply with the following:

- (a) The home occupation shall not exceed eight children, associated with child day care or other child group activities (e.g., dance schools, preschool, music classes, etc.) at any one time. A maximum of eight students/children are permitted per day. This number shall include the licensee's own children if they are under six years of age and are under the care of the licensee at the time the home occupation is conducted.
- (b) No other permitted child day care or child group activities are within 300 feet of the proposed home occupation.
- (c) All child day care shall be allowed to provide safe, outdoor play time in designated areas.
- (d) Outdoor play areas shall be fenced in accordance with Riverton City fencing standards and shall have a self-locking gate. [Amended during 2011 recodification; Ord. 07-12 § 1. Code 1997 § 12-207-035.]

18.190.080 Conditional use permit required.

The following uses are appropriate as licensable home occupations only if they are determined to be compatible with residential neighborhoods after full conditional use review by the planning commission, all of the fixed standards, all the qualifications that have not been granted an exception through the conditional use process and additional regulations set forth hereafter:

- (1) More Than Two Home Occupation Licenses. Any home where the applicant(s) are seeking more than two permitted or conditional home occupation licenses.
- (2) Workshops. Workshops, Repair shops, including ~~welding~~, carpentry, small scale sheet metal work, furniture-~~manufacturing making~~, upholstery and other similar ~~manufacturing~~ activities.
- (3) Business Not Conducted within a Home. Any home occupation which proposes or conducts activities within an outbuilding, accessory building, attached or detached garage. The following guidelines shall be used to determine the maximum impacts permitted:
 - (a) The applicant for a home occupation license shall designate the areas of the home, attached/detached garage or accessory structure that will be used for the home occupation and, if approved, the home occupation may be conducted only in the designated area.
 - (b) A maximum 50 percent of the total floor space of any accessory structure or attached or detached garage may be used for the home occupation. The planning commission may grant an exception for parcels of at least one-half acre.
 - (c) Any accessory structure used for a home occupation will be reviewed for architectural aesthetics and compatibility of the home and the immediate neighborhood.
 - (d) The home occupation may utilize one unanimated, nonilluminated flat sign to be attached to the accessory structure where the home occupation is being conducted, in lieu of the sign attached to the home or in a window. The sign may not have an area greater than four square feet.
- (4) Home Occupations and Outdoor Activities. Any home occupations proposing to conduct business utilizing any yard space, or in a swimming pool.
- (5) Dangerous Home Occupations. Any home occupation using explosives, incendiary products and devices, or flammable or hazardous chemicals.
- (6) Home Occupations Generating Excessive Traffic. Any home occupation which will generate in excess of two customers or visitors per hour or six per day. A maximum of 12 business-associated visitors per day may be allowed under a conditional use permit, except as provided for with child day care and other group child activities.
- (7) Large, Business-Related Vehicles. Any home occupation which utilizes vehicles longer than 24 feet in length.

(8) Food or Beverage Preparation. Any home occupation involving or proposing to involve food or drink preparation, storage or catering.

(9) Child day care and other group child activities (e.g., dance schools, preschools, music classes, other care or instruction for children) that are expected to generate or exceed eight children/students any day. The following guidelines shall be used by the planning commission to determine the maximum number of students/children permitted:

(a) A traffic plan has been reviewed and approved by the planning department, which includes acceptable traffic flow, drop-off and turnaround areas.

(b) A maximum of 12 students/children per session and a maximum of 24 students/children per day shall be permitted.

(c) A maximum of three sessions per day may be permitted.

(d) All sessions combined shall not generate more than 24 vehicular trips per day.

(e) The total number of students/children shall include the licensee's and any employees' children if they are under six years of age and are under the care of the licensee at the time the home occupation is conducted.

(f) No child day care or group child activities, conditional use home occupation may be established within 300 feet as measured from property line to property line of another child day care or group child activities, conditional use home occupation. [Ord. 07-12 § 1. Code 1997 § 12-207-040.]

18.190.090 Prohibited home occupations.

The following uses are not compatible with residential uses, and in order to protect the health, safety and welfare of residents from noise, nuisance, traffic, fire hazard and other possible business uses that are in excess of that customarily associated with the neighborhood, the following uses are prohibited:

(1) Mortuaries, crematoriums, columbariums, or mausoleums.

(2) Animal hospitals and veterinary services.

(3) Clinics, dental offices, medical offices, chiropractic offices, or hospitals.

(4) Junkyards, auto wrecking yards or salvage yards.

(5) Stables, kennels, pet stores or any other commercial animal breeding or similar activities.

~~(6)~~ Storage, service, repair, sales or rental of ambulance, tow truck, recreational vehicle, watercraft, automobiles, ATV, or other motorized vehicles.

~~(7)~~ Food or drink preparations, storage or catering, which is not permitted by the appropriate state or county department or agency.

~~(8)~~ Fitness or health spa facility.

~~(9)~~ Lawn mower or small engine sales, service or repair.

~~(10)~~ Auto body repair, motor vehicle repair.

~~(11)~~ Manufacturing and/or mechanical product assembly, other than small scale arts, crafts, and hobby work. Use of ~~specified hazardous~~ chemicals, pesticides and flammable/combustible materials, and ~~including~~ any other process or business where current, adopted building and fire codes would require an operational permit.

~~(12)~~ Number of vehicular stops/or visits exceeds 24 per day.

~~(13)~~ Sexually oriented business.

(143) Treatment centers or counseling for persons who are violent or being treated for alcoholism or drug abuse.

(154) Bed and breakfast, motel or any similar use involving boarding or room rental. [Ord. 07-12 § 1. Code 1997 § 12-207-045.]

18.190.100 Exceptions.

(1) Home occupations do not include:

(a) Occasional babysitting at the dwelling, which would not be classified as a day care or preschool operation.

(b) Garage or yard sales are not considered home occupations but may be held no more than four calendar days per year.

(c) Sales of night crawlers gathered from the subject property.

(d) Lemonade stands and similar occasional activities related to the subject premises are not considered home occupations.

(e) One-time in-home parties designed to take orders, such as Tupperware parties, Pampered Chef, or Mary Kay.

(2) Temporary signage may be used to advertise yard sales, night crawlers, lemonade and similar occasional sales activities, provided it does not create a nuisance or a traffic hazard, is not placed on private property without permission of the property owner or in the public right-of-way, and provided it is removed by 7:00 p.m. each day and upon conclusion of the activity. [Amended during 2011 recodification; Ord. 07-12 § 1. Code 1997 § 12-207-050.]

18.190.110 Revocation.

A conditional use permit may be revoked by the planning commission upon a finding of failure to comply with the terms and conditions of the original permit or for any violation of this chapter occurring on the site for which the permit was approved. Prior to taking action concerning revocation of a conditional use permit, a hearing shall be held by the planning commission. Notice of the hearing and the grounds for consideration of revocation shall be mailed to the permittee at least ten days prior to the hearing.

18.190.120 Reapplication Following Revocation or Denial.

Following the revocation or denial of a conditional use permit, a new application for the same business type and location will not be accepted for a period of one (1) year from the date of revocation or denial. Upon reapplication, the applicant for the same business type and location which was revoked in a prior year shall be required to post \$1,000.00 cash bond with Riverton City to assure continued compliance with the terms and conditions of any reissued conditional use permit. Upon a second revocation of a conditional use permit for the same business and at the same location, said cash bond shall be revoked and surrendered to Riverton City to recover costs incurred to enforce the terms and conditions of the conditional use permit, and this chapter.

Planning Commission Record of Motion

Meeting Date: April 23, 2015

Item: Home Occupation Ordinance Amendment

Agenda Item# 1C

	Brian Russell	Dennis Hansen	Kent Hartley	Cade Bryant	James Endrizzi	Scott Kochevar	James Webb
Motion		✓	✓				
Second			✓				

Motion(s): Motion # _____ (if multiple motions) **TABLE**

I move the Planning Commission recommend **APPROVAL** of this ordinance amendment, amending Sections 18.190.080.2 and 18.190.090.11, to read as follows:

1. 18.190.080.2, Conditional Use Permits Required, Workshops – “Workshops, including carpentry, small scale sheet metal work, furniture making, upholstery and other similar activities”.
2. 18.190.090.11, Prohibited Uses- Manufacturing and/or mechanical product assembly, other than small scale arts, crafts, and hobby work. Use of chemicals, pesticides and flammable/combustible materials, and any other process or business where current, adopted building and fire codes would require an operational permit.
3. 18.190.110 Revocation- A conditional use permit may be revoked by the planning commission upon a finding of failure to comply with the terms and conditions of the original permit or for any violation of this section occurring on the site for which the permit was approved. Prior to taking action concerning revocation of a conditional use permit, a hearing shall be held by the planning commission. Notice of the hearing and the grounds for consideration of revocation shall be mailed to the permittee at least ten days prior to the hearing.
4. 18.190.120 Reapplication following Revocation- Following the revocation of a conditional use permit, a new application for the same business type and location will not be accepted for a period of one (1) year from the date of revocation.

5. *Separate revocation from denial section. Allow denial a time period to reformulate for Commission*
6. *No Band, instead a higher application fee for resubmittal*

VOTE:

	Brian Russell	Dennis Hansen	Kent Hartley	Cade Bryant	James Endrizzi	Scott Kochevar	James Webb
AYE	✓	✓	✓	✓	✓		✓
NAY							
ABSTAIN							

- PASS
 FAIL



Issue Paper

Presenter/Submitted By:	Mayor Applegarth	
Subject: Fiscal Year 2015-2016 Tentative Budget	Meeting Date: May 5, 2015	
	Fiscal Impact:	
	Funding Source:	
<p>Background:</p> <p>The following procedural steps are required as the Fiscal Year 2015-2016 budgets are adopted:</p> <p>UCA 10-6-111(1) On or before the first regularly scheduled meeting of the governing body in the last May of the current period, the budget officer shall prepare for the ensuing fiscal period, on forms provided by the state auditor, and file with the governing body, a tentative budget for each fund for which a budget is required.</p> <p>(3) Each tentative budget shall be reviewed, considered, and tentatively adopted by the governing body in any regular meeting or special meeting called for the purpose and may be amended or revised in such manner as is considered advisable prior to public hearings, except that no appropriation required for debt retirement and interest or reduction of any existing deficits pursuant to Section 10-6-117, or otherwise required by law or ordinance, may be reduced below the minimums so required.</p>		
<p>Recommendation:</p> <p>Approve Resolution adopting the Tentative Budget for FY 2015-2016.</p>		
<p>Recommended Motion:</p> <p>“I move the City Council adopt <u>Resolution No. 15-39</u> - Tentatively Adopting Tentative Budgets for the 2015-2016 Fiscal Year.”</p>		

RIVERTON CITY, UTAH
RESOLUTION NO. 15-39

**A RESOLUTION OF THE RIVERTON CITY COUNCIL TENTATIVELY
ADOPTING TENTATIVE BUDGETS FOR THE 2015-2016 FISCAL YEAR**

WHEREAS, State law requires the filing of a tentative budget for each municipality located within the State of Utah; and

WHEREAS, the tentative budget complies with the requirements set out in U.C.A. § 10-6-111; and

WHEREAS, the budget shall be reviewed, considered, and tentatively adopted by the governing body and may be amended or revised in such manner as is considered advisable prior to public hearings.

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

1. Riverton City tentatively adopts their Tentative Budgets for the Fiscal Year beginning July 1, 2015 and ending June 30, 2016.
2. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED by the City Council of Riverton, Utah, on this 5th day of May, 2015 by the following vote:

	YES	NO	ABSTAIN	ABSENT
Council Member Brent Johnson	_____	_____	_____	_____
Council Member Trent Staggs	_____	_____	_____	_____
Council Member Sheldon Stewart	_____	_____	_____	_____
Council Member Tricia Tingey	_____	_____	_____	_____
Council Member Paul Wayman	_____	_____	_____	_____

RIVERTON CITY

[SEAL]

ATTEST:

Bill Applegarth, Mayor

Virginia Loader, MMC
Recorder



Issue Paper

Item No. 4

Presenter/Submitted By: Mayor Applegarth	
Subject: Consent Agenda	Meeting Date: May 5, 2015
	Fiscal Impact:
	Funding Source:
Background:	
<p>4. CONSENT AGENDA</p> <ol style="list-style-type: none"> 1. Minutes: RCCM 04-21-15 2. Bond Releases: <ol style="list-style-type: none"> 1. Midas Crossing Subdivision – 90% Performance 3. Set Public Hearing Dates regarding the Tentative Budget for Fiscal Year 2015-2016 (<i>June 2, 2015 and June 16, 2015 at 6:30 p.m.</i>) 4. Set Public Hearing Date regarding the proposed Compensation for Elective and Statutory Officers and all other Municipal Officers for Fiscal Year 2015-2016 (<i>June 2, 2015 at 6:30 p.m.</i>) 5. Set Public Hearing Date regarding the proposed Municipal Fee Schedule for Fiscal Year 2015-2016 (<i>June 16, 2015 at 6:30 p.m.</i>) 6. Set Public Hearing Date regarding the Final Amended Budget for Fiscal Year 2014-2015 (<i>June 16, 2015 at 6:30 p.m.</i>) 7. <u>Resolution No. 15-32</u> – Adopting a Revised Personnel Policies and Procedures Manual – <i>Ryan Carter, City Attorney</i> 8. <u>Resolution No. 15-37</u> – Approving the Polling Location for the 2015 Municipal Elections – <i>Virginia Loader, Recorder</i> 9. <u>Resolution No. 15-38</u> – Ratifying the PO Contract issued to Harper Precast for the precast fence on the 12600 South Redwood Road Northeast Corner Lot Project – <i>Craig Calvert, Purchasing Manager</i> 10. <u>Resolution No. 15-40</u> - Approving the execution of a Stormwater Easement between Riverton City and PacificCorp – <i>Trace Robinson, Public Works Director</i> 11. <u>Resolution No. 15-41</u> - Approving the execution of a Stormwater Drainage Impact Fee Reimbursement Agreement between Riverton City and CPZ Hidden Acres LLC - <i>Trace Robinson, Public Works Director</i> 12. <u>Resolution No. 15-42</u> - Authorizing a Second Amendment to an existing Water Use Agreement with Draper Irrigation Company – <i>Ryan Carter, City Attorney</i> 	
Recommendation:	
Approve the Consent Agenda as listed.	
Recommended Motion:	
“I move the City Council approve the Consent Agenda as listed.”	

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Riverton City
REGULAR CITY COUNCIL MEETING
Minutes
April 21, 2015

Riverton City Hall
12830 South 1700 West
Riverton, Utah 84065

10 **Attendance:**

11
12 Mayor William R. Applegarth

13
14 **Council Members:**

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

20
21
22
23
24 **City Staff:**

Lance Blackwood, City Manager
Virginia Loader, Recorder
Ryan Carter, City Attorney
Jason Lethbridge, Planning Manager
Trace Robinson, Public Works Director
Sheril Garn, Parks & Public Services Director
Rod Norton, Chief UPD Riverton Precinct
Erik Sandstrom, UFA
Jeff Hawker, Asst. City Manager

25 **Citizens:** Michael Johnson, Wyoma Darlington, Tish Buroker

26
27 **1. GENERAL BUSINESS**

28
29 **1. Call to Order and Roll Call** [6:32:01 PM](#)

30
31 **2. Pledge of Allegiance** [6:32:59 PM](#)

32
33 **3. Presentations/Reports**

34
35 **1. Recognition of Boy Scout Troops -** [6:33:33 PM](#)

36
37 **4. Public Comments**

38
39 Mayor Applegarth called for public comments. [6:35:21 PM](#) There we no public comments.

40
41 **2. PUBLIC HEARINGS** – There were no Public Hearings scheduled.

42
43 **3. DISCUSSION/ACTION ITEMS**

44
45 **1. Preliminary Plat Subdivision, Autumnwood Estates Subdivision, 12175 South 3600**
46 **West, R-3 SD Zone, 36 Residential Lots, Ivory Development, Applicant**
47

1 [6:36:04 PM](#) Jason Lethbridge, Planning Manager, explained Ivory Development submitted an
2 application requesting the approval of a subdivision of property located at 12175 South 3600
3 West. The property is currently zoned R-3 SD (Residential 14,000 square foot lots Specific
4 Development) and is currently vacant agriculture land. Property to the north is zoned RR-22
5 (Rural Residential ½ acre lots). To the south and south west property is zoned R-1 (Residential 1
6 acre lots and RR-22, respectively. To the east on the adjacent side of the canal property is zoned
7 RR-22. On the west property is zoned R-2 (Residential 19,000 square foot lots) and R-3. All of
8 the land uses surrounding the property are single-family residential.
9

10 Mr. Lethbridge said the applicant is proposing to subdivide 19.34 acres into 36 single family
11 residential lots of varying sizes. The varying lots sizes comes from requirements of the SD
12 designation attached to the R-3 zoning. On June 3, 2014 the Riverton City Council approved a
13 zoning change on this property to R-3 SD, the SD attaching certain zoning requirements that
14 must be upheld during the subdivision process; those requirements were:
15

- 16 1. A minimum of ½ of the lots developed within this property shall be a minimum of .5
17 acres in size.
- 18 2. All lots adjacent to the south property line shall be a minimum of ½ acre in size.
- 19 3. Two access points shall be allowed to the property, one on the north and one on 3600
20 West.
21

22 Mr. Lethbridge said the proposed preliminary plat does comply with the requirements as found
23 in the SD designation as well as the standard zoning requirement as found in the R-3 Zone
24 regarding lot sizes, lot widths and lot frontages. Twenty lots within the subdivision are ½ acre or
25 larger with the remaining 19 lots being larger than 14,000 square feet. All ½ acre lots are on the
26 south side of the property adjacent to the 1 acre lots as required by the SD designation.
27

28 Mr. Lethbridge said on February 26, 2015 the Planning Commission voted to recommend
29 approval of Application #14-1005, Autumnwood Estates Subdivision, located at 12175 South
30 3600 West South with the following conditions:
31

- 32 1. Storm drainage systems and installation shall comply with Engineering Department
33 requirements and standards.
- 34 2. Any and all irrigation ditches associated with the property be addressed, with disposition
35 of the irrigation systems approved by Riverton City and the proper irrigation company or
36 users.
- 37 3. The subdivision shall comply with any and all applicable Riverton City standards and
38 ordinances, including the International Building and Fire Codes.
- 39 4. Six foot solid masonry fencing be installed around the entire perimeter of the parcel, and
40 that it meet the new fencing ordinances as approved by the City at the time of final plat
41 approval.
42

43 [6:40:54 PM](#) Council Member Brent Johnson commented.
44

45 [6:41:29 PM](#) City Attorney Ryan Carter commented.
46

47 [6:42:51 PM](#) Planning Manager Jason Lethbridge commented.
48

1 [6:43:15 PM](#) Council Member Tricia Tingey **MOVED the City Council approve Application**
2 **#14-1005, Autumnwood Estates Subdivision, located at 12175 South 3600 West with the**
3 **conditions outlined in the Staff Report.** Council Member Sheldon Stewart **SECONDED** the
4 motion. Mayor Applegarth called for discussion on the motion; there being none, he called for a
5 Roll Call Vote. The vote was as follows: Johnson-Yes, Staggs-Yes, Stewart-Yes, Tingey-Yes,
6 and Wayman-Yes. **The motion passed unanimously.**

7 8 **4. CONSENT AGENDA**

9
10 [6:44:21 PM](#) Mayor Applegarth presented the following Consent Agenda:
11

1. **Minutes:** RCCM 04-07-15
2. **Bond Releases:** N/A
3. **Resolution No. 15-36** – Requesting approval to issue a PO Contract to Applied Geotechnical Engineers to complete the Lover’s Lane Land Stability and Safety Study - *Craig Calvert, Purchasing Manager*
4. **Resolution No. 15-32** – Adopting a Revised Personnel Policies and Procedures Manual – *Ryan Carter, City Attorney*
5. **Resolution No. 15-35** – Authorizing the City to enter an Interlocal Cooperation Agreement with Salt Lake County for the purchase of High-Resolution Google Imagery Data - *Trace Robinson, Public Works Director*
6. **Ordinance No. 15-05** - Amending Title 11, Chapter 5, of the Riverton City Code [Park Property] – *Sheril Garn, Parks & Public Services Director*

12
13 [6:44:33 PM](#) Council Member Sheldon Stewart removed Item 4.6 from the Consent Agenda for
14 further discussion.

15
16 [6:45:29 PM](#) Mayor Applegarth commented.

17
18 [6:45:50 PM](#) Council Member Trent Staggs removed Item 4.4 from the Consent Agenda for
19 further discussion.

20
21 Council Member Tricia Tingey **MOVED the City Council approve Consent Agenda**
22 **excluding Items 4.4 and 4.6.** Council Member Sheldon Stewart **SECONDED** the motion. Mayor
23 Applegarth called for discussion on the motion; there being none, he called for a Roll Call Vote.
24 The vote was as follows: Johnson-Yes, Staggs-Yes, Stewart-Yes, Tingey-Yes, and Wayman-
25 Yes. **The motion passed unanimously.**

26 27 **4.4 Resolution No. 15-32 – Adopting a Revised Personnel Policies and Procedures** 28 **Manual**

29
30 [6:47:45 PM](#) Mayor Applegarth commented.

31
32 [6:47:28 PM](#) City Attorney Ryan Carter explained that in the year 2011, the Riverton City
33 Council approved a newly rewritten version of the Riverton City Employees Policies and
34 Procedures Manual. Since that time, City Administration identified a number of minor changes
35 that needed to be made to the Manual to correct grammar problems or to bring the Manual into

1 conformance with existing City practices, or otherwise clarify existing policies. Administrative
2 Staff has made sundry changes to the Manual for the Council to consider and approve, along
3 with an added section addressing Early Retirement.

4
5 [6:49:13 PM](#) Council Member Trent Staggs **MOVED to adopt Resolution No. 15-32 -**
6 **approving sundry changes to the Riverton City Policies and Procedures Manual as**
7 **provided by Staff with the exception of the Early Retirement Program.** Council Member
8 Paul Wayman **SECONDED** the motion. Mayor Applegarth called for discussion on the motion;
9 there being none, he called for a Roll Call Vote. The vote was as follows: Johnson-No, Staggs-
10 Yes, Stewart-No, Tingey-No, and Wayman-Yes. **The motion failed 3 to 2.**

11
12 [6:50:36 PM](#) Council Member Brent Johnson **MOVED to approve Resolution No. 15-32 –**
13 **adopting the Revised Personnel Policies and Procedures as presented.** Council Member
14 Tricia Tingey **SECONDED** the motion. Mayor Applegarth called for discussion on the motion;
15 [6:51:24 PM](#) Council Member Paul Wayman then made a **Substitute Motion and MOVED to**
16 **table this item until May 5.** [6:52:02 PM](#) Council Member Sheldon Stewart **SECONDED** the
17 motion. Mayor Applegarth called for discussion on the motion; there being none, he called for a
18 Roll Call Vote. The vote was as follows: Johnson-Yes, Staggs-Yes, Stewart-Yes, Tingey-Yes,
19 and Wayman-Yes. **The motion passed unanimously.**

20
21 **4.6 Ordinance No. 15-05 - Amending Title 11, Chapter 5, of the Riverton City Code**
22 **[Park Property]**

23
24 [6:53:18 PM](#) Parks & Public Services Director Sheril Garn commented.

25
26 [6:53:25 PM](#) Council Member Sheldon Stewart commented.

27
28 [6:54:45 PM](#) Council Member Trent Staggs commented.

29
30 [6:55:45 PM](#) Council Member Sheldon Stewart commented.

31
32 [6:55:53 PM](#) Council Member Trent Staggs commented.

33
34 [6:56:25 PM](#) Parks & Public Services Director Sheril Garn commented.

35
36 [6:56:36 PM](#) Mayor Applegarth commented.

37
38 [6:56:42 PM](#) Council Member Trent Staggs commented.

39
40 [6:57:09 PM](#) Parks & Public Services Director Sheril Garn commented.

41
42 [6:57:44 PM](#) Council Member Sheldon Stewart commented.

43
44 [6:58:18 PM](#) Mayor Applegarth commented.

45
46
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48

1 [6:58:30 PM](#) Council Member Sheldon Stewart **MOVED to adopt Ordinance No. 15-05 -**
2 **Amending Title 11, Chapter 5, of the Riverton City Code [Park Property] redacting from**
3 **11.05.080 (2) to remove the word “organized or” and “for the following” and any**
4 **references below that subparts a through f.** Council Member Trent Staggs **SECONDED** the
5 motion. Mayor Applegarth called for discussion on the motion; there being none, he called for a
6 Roll Call Vote. The vote was as follows: Johnson-Yes, Staggs-Yes, Stewart-Yes, Tingey-Yes,
7 and Wayman-Yes. **The motion passed unanimously.**

8
9 [6:59:31 PM](#) Mayor Applegarth commented.

10
11 [6:59:44 PM](#) Parks & Public Services Director Sheril Garn commented.

12
13 [7:00:19 PM](#) Council Member Brent Johnson commented.

14
15 [7:14:59 PM](#) Council Member Tricia Tingey commented.

16
17 **5. STAFF REPORTS** – City Manager Lance Blackwood – No Reports

18
19 **6. ELECTED OFFICIAL REPORTS**

20
21 **Mayor Bill Applegarth - [7:01:17 PM](#)**

22
23 [7:04:49 PM](#) Council Member Sheldon Stewart commented.

24
25 [7:05:50 PM](#) Council Member Brent Johnson commented.

26
27 [7:06:16 PM](#) Mayor Applegarth commented.

28
29 **Council Member Brent Johnson – [7:06:42 PM](#)**

30
31 [7:07:53 PM](#) Planning Manager Jason Lethbridge commented.

32
33 [7:08:17 PM](#) Mayor Applegarth - Close Montessori May 31st

34
35 [7:10:21 PM](#) Council Member Brent Johnson commented.

36
37 [7:11:12 PM](#) City Attorney Ryan Carter commented.

38
39 [7:12:31 PM](#) Mayor Applegarth commented.

40
41 [7:13:12 PM](#) Council Member Brent Johnson commented.

42
43 **Council Member Trent Staggs – [7:15:32 PM](#)** Upcoming Service Project on May 14th by
44 Roi Hardy Park.

45
46 **Council Member Sheldon Stewart – [7:20:47 PM](#)**

47
48 [7:24:42 PM](#) Mayor Applegarth commented.

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Council Member Tricia Tingey – [7:27:16 PM](#)

[7:28:15 PM](#) Trace Robinson commented.

[7:28:38 PM](#) Mayor Applegarth commented.

[7:29:17 PM](#) Council Member Tricia Tingey commented.

[7:29:47 PM](#) Mayor Applegarth commented.

Council Member Paul Wayman – [7:30:06 PM](#)

[7:31:01 PM](#) Council Member Sheldon Stewart commented.

[7:31:24 PM](#) Council Member Paul Wayman commented.

[7:31:51 PM](#) Mayor Applegarth commented.

[7:32:51 PM](#) City Manager Lance Blackwood commented.

[7:33:05 PM](#) Parks & Public Services Director Sheril Garn commented.

7. UPCOMING MEETINGS

[7:34:01 PM](#) Mayor Applegarth reviewed the following upcoming meetings:

1. May 5, 2015 – 6:30 p.m. – Regular City Council Meeting
2. May 12, 2015 – 6:30 p.m. – Regular City Council Meeting

[7:34:40 PM](#) Mayor Applegarth commented.

[7:35:20 PM](#) Council Member Paul Wayman commented.

[7:36:05 PM](#) Council Member Brent Johnson commented.

8. ADJOURN

[7:36:36 PM](#) Council Member Council Member Tricia Tingey **MOVED the City Council adjourn.** Council Member Sheldon Stewart **SECONDED** the motion. Mayor Applegarth called for discussion on the motion; there being none, he called for a Roll Call Vote. The vote was as follows: Johnson-Yes, Staggs-Yes, Stewart-Yes, Tingey-Yes, and Wayman-Yes. **The motion passed unanimously and the Regular City Council Meeting adjourned at 7:36 p.m.**

Approved: Pending Minutes

Item No. 4.2.1



Issue Paper

Presenter/Submitted By:	G Trace Robinson	
Subject: Performance Bond release for MIDAS CROSSING SUBDIVISION	Meeting Date: 5/5/2015	
	Fiscal Impact: SN/A	
	Funding Source: N/A	
Background: Engineering, Public Works and Water Departments have performed the necessary infrastructure inspections for the MIDAS CROSSING SUBDIVISION and have found the site complete and constructed to Riverton City's standards. All improvements have been constructed and we recommend that approval be given for a Performance release of the bond and that the City accept the improvements.		
Recommendation: It is recommended that approval be give to release 90% of the bond and that the City accept the improvements.		
Recommended Motion: Motion for approval of bond release.		

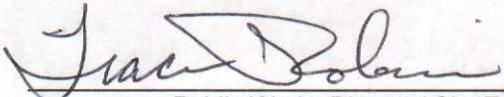
**DESCRIPTION OF SUBDIVISION IMPROVEMENTS COMPLETED
AND THE DOLLAR AMOUNT REQUESTED FOR EACH.**

MIDAS CROSSING SUBDIVISION Improvement	ORIGINAL BOND AMOUNT 1/23/2015	80% RELEASE DATE	80% RELEASE AMOUNT	90% RELEASE DATE	90% RELEASE AMOUNT	100% RELEASE DATE	100% RELEASE AMOUNT	AMOUNT REMAINING
SEWER	Separate Agreement							
Culinary Water	\$ 138,951.65			5/5/2015	\$ 125,056.49			\$ 13,895.17
Secondary Water	129,367.43			5/5/2015	116,430.69			12,936.74
Demolition	167.40			5/5/2015	150.66			16.74
Storm Drain	249,832.45			5/5/2015	224,849.21			24,983.25
Streets	719,489.97			5/5/2015	647,540.97			71,949.00
Sidewalk & Signs	106,302.90			5/5/2015	95,672.61			10,630.29
Street Lights	22,680.00			5/5/2015	20,412.00			2,268.00
Fencing & Landscaping	-			5/5/2015	-			-
Record Drawings & GIS	8,180.00			5/5/2015	7,362.00			818.00
Other	-			5/5/2015	-			-
								-
								-
								-
								-
								-
Total	\$ 1,374,971.80		\$ -		\$ 1,237,474.62		\$ -	\$137,497.18

Total amount of bond release requested: **\$ 1,237,474.62**

**APPROVAL AND ACCEPTANCE STATUS
OF THE SUBJECT SUBDIVISION IMPROVEMENTS:**

Engineer's Certification: All work described above has been inspected and the above quantities verified. All work appears to have been completed in accordance with Riverton City Subdivision Standards and Specifications.


Public Works Director/ City Engineer

4/22/15
Date

City Inspection Certification: All work described above has been inspected and the appropriate testing requirements have been successfully completed or exceeded.

RIVERTON CITY
SUBDIVISION BOND REDUCTION REQUEST

DEVELOPER'S INFORMATION

1. Subdivision Name: **MIDAS CROSSING SUBDIVISION**
2. Address: **2542 W 11800 S**
3. Subdivision Developer: **Ivory Homes**
4. Bond Company: **Name**
5. **90%** Bond Release Request date: **April 6, 2015**
6. Date of bond release approval by City Council: **May 5, 2015**
7. Description of completed subdivision improvements (attached.)

CITY APPROVAL

Amount of bond release approved by Staff: **\$ 1,237,474.62**

Date of bond release approval by Staff: **April 21, 2015**

The bond amount for the subdivision shall be reduced by an amount equal to as shown above.

Mayor, Riverton City

Date

Attest:

Date



Issue Paper

Item No. 4.7

Presenter/Submitted By:	Ryan Carter, City Attorney	
Subject: Approval of modifications to the Riverton City Employee Policies and Procedures Manual	Meeting Date: May 5, 2015	
	Fiscal Impact:	
	Funding Source:	
Background: In the year 2011, the Riverton City Council approved a newly rewritten version of the Riverton City Employees Policies and Procedures Manual. Since this time, City Administration has identified a number of minor changes which need to be made to the Manual to correct grammar problems or bring the Manual into conformance with existing City practices, or otherwise clarify existing policies. To this end, Administrative Staff has made sundry changes to the Manual for the Council to consider and approve.		
Recommendation: Staff recommends Council adopt Resolution No. 15-32 - approving sundry changes to the Riverton City Policies and Procedures Manual as provided by Staff.		
Recommended Motion: "I move the City Council adopt <u>Resolution No. 15-32</u> - approving sundry changes to the Riverton City Policies and Procedures Manual as provided by Staff."		

RIVERTON CITY, UTAH
RESOLUTION NO. 15-32

A RESOLUTION ADOPTING A REVISED PERSONNEL POLICIES AND PROCEDURES MANUAL

WHEREAS, the Riverton City Personnel Policies and Procedures Manual (the “Manual”) is used to establish reasonable rules of employment conduct and to ensure compliance with these rules through a program consistent with the best interests of Riverton City and its employees; and

WHEREAS, there is a need to modify the Manual to include policy changes that have occurred since the Manual was adopted; and

WHEREAS, the revised Manual has been prepared which will replace any Resolution, policy, or action previously approved or undertaken by the Riverton City Council which is inconsistent with this Resolution; and

WHEREAS, the City Council of Riverton City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of Riverton City and City employees to adopt the revised Manual.

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

1. The attached Riverton City Personnel Policies and Procedures Manual attached to this Resolution is hereby approved. The Mayor is hereby directed to ensure that the revised Manual is made available to all City employees within a reasonable time from adoption of this Resolution.
2. This Resolution shall take effect immediately.

PASSED AND ADOPTED by the City Council of Riverton, Utah, on this 5th day of May, 2015 by the following vote:

	YES	NO	ABSTAIN	ABSENT
City Council Member Brent Johnson	___	___	___	___
City Council Member Trent Staggs	___	___	___	___
City Council Member Sheldon Stewart	___	___	___	___
City Council Member Tricia Tingey	___	___	___	___
City Council Member Paul Wayman	___	___	___	___

RIVERTON CITY

[SEAL]

ATTEST:

Bill Applegarth, Mayor

Virginia Loader, MMC
Recorder



Issue Paper

Item No. 4.8

Presenter/Submitted By:	Virginia Loader, Recorder	
Subject: Resolution approving the Polling Location for the 2015 Municipal Elections	Meeting Date: May 5, 2015	
	Fiscal Impact:	
	Funding Source:	
Background: Riverton City is conducting an all Vote by Mail Primary and General Municipal Election in 2015. The City is required to provide one polling location for the voters who choose to not vote by mail. Salt Lake County has scheduled the Sandra N. Lloyd Community Center for that purpose for the Primary Election (if necessary) and the General Election.		
Recommendation: Staff recommends Council adopt Resolution No. 15-37 - approving the polling locations for the 2015 Municipal Elections.		
Recommended Motion: "I move the City Council adopt <u>Resolution No. 15-37</u> - approving the Polling Locations for the 2015 Municipal Elections."		

RIVERTON CITY, UTAH
RESOLUTION NO. 15-37

**A RESOLUTION APPROVING THE POLLING LOCATION FOR THE 2015
MUNICIPAL ELECTIONS**

WHEREAS, Riverton City will be conducting a Municipal Election in 2015; and

WHEREAS, Riverton City is in need of one Polling Location for citizens to vote that choose not to vote by mail; and

WHEREAS, Salt Lake County has scheduled the Sandra N. Lloyd Community Center as the polling location for the 2015 Primary and General Municipal Elections; and

WHEREAS, the location meets all requirements for handicap accessibility.

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

1. Riverton City approves the Sandra N. Lloyd Community Center as the official Polling Location for the 2015 Municipal Elections.
2. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED by the City Council of Riverton, Utah, on this 5th day of May, 2015 by the following vote:

	YES	NO	ABSTAIN	ABSENT
Council Member Brent Johnson	_____	_____	_____	_____
Council Member Trent Staggs	_____	_____	_____	_____
Council Member Sheldon Stewart	_____	_____	_____	_____
Council Member Tricia Tingey	_____	_____	_____	_____
Council Member Paul Wayman	_____	_____	_____	_____

RIVERTON CITY

[SEAL]

ATTEST:

Bill Applegarth, Mayor

Virginia Loader, MMC
Recorder



Issue Paper

Item No. 4.9

Presenter/Submitted By:	Craig Calvert, Purchasing Manager	
Subject: Request permission to ratify the PO contract issued to Harper Precast for the precast fence on the 12600 South Redwood Road Northeast Corner Lot Project.	Meeting Date: May 5, 2015	
	Fiscal Impact: \$32,513.55	
	Funding Source: 41-60-765	
Background: The City is cooperating with Jordan School District and a private donor to landscape the northeast corner parcel of 12600 South and Redwood Road. Purchasing solicited bids to furnish and install a precast fence. The tabulation is attached. To complete within the required timeline the precast fence needed to be installed as soon as possible. For that reason a purchase order contract has been issued to Harper Precast.		
Recommendation: Staff's recommendation is to ratify the PO contract issued to Harper Precast for the precast fence on the 12600 South Redwood Road Northeast Corner Lot Project.		
Recommended Motion: "I move the City Council approve <u>Resolution No. 15-38</u> - Ratifying the PO Contract issued to Harper Precast for the precast fence on the 12600 South Redwood Road Northeast Corner Lot Project."		

RIVERTON CITY, UTAH
RESOLUTION NO. 15-38

**A RESOLUTION RATIFYING THE PO CONTRACT ISSUED TO HARPER PRECAST
FOR THE PRECAST FENCE ON THE 12600 SOUTH REDWOOD ROAD
NORTHEAST CORNER LOT PROJECT**

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

WHEREAS, a precast fence is to be installed on the 12600 South Redwood Road Northeast Corner Lot Project; and,

WHEREAS, a PO needed to be issued before council approval to complete the project on time.

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

1. Riverton City ratifies the PO contract issued to Harper Precast for the precast fence on the 12600 South Redwood Road Northeast Corner Lot Project.
2. This resolution shall become effective upon passing.

PASSED AND ADOPTED by the City Council of Riverton, Utah, on this 5th day of May 2015 by the following vote:

	YES	NO	ABSTAIN	ABSENT
Council Member Brent Johnson	_____	_____	_____	_____
Council Member Trent Staggs	_____	_____	_____	_____
Council Member Sheldon Stewart	_____	_____	_____	_____
Council Member Tricia Tingey	_____	_____	_____	_____
Council Member Paul Wayman	_____	_____	_____	_____

RIVERTON CITY

[SEAL]

ATTEST:

Bill Applegarth, Mayor

Virginia Loader, MMC
Recorder

RIVERTON CITY CORPORATION

12830 SOUTH 1700 WEST
RIVERTON UT 84065

801-254-0704

PURCHASE ORDER NO. 168824

ISSUED TO: 858
HARPER PRECAST INC.
P.O. BOX 16007
SALT LAKE CITY UT 84116

SHIP TO: RIVERTON CITY CORPORATION
12830 SOUTH 1700 WEST
RIVERTON UT 84065

PURCHASE ORDER DATE: 04/28/2015

DEPARTMENT: PARKS

VENDOR PHONE: 801-326-1016

REQ. NO. 709370

VENDOR FAX: 801-326-1019

PAYMENT TERMS: NET 30

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENSION	GL ACCOUNT
1.00	6' Hight Fence , 415 feet, for the corner of 12600 and Redwood	22,248.15	22,248.15	41-60-765
1.00	2' High Precast fence, Raised Planter, approximatly 280 linear feet	9,895.60	9,895.60	41-60-765
1.00	Post with angle cut to be used as a marker	369.80	369.80	41-60-765
<p>Price includes installation and staining.</p> <p>Bid documents, contract terms and conditions, specifications, drawings, standard plans with all modifications constitute agreement.</p> <p>Quote CC15057</p> <p>Work can not begin until the following is submitted to the City Purchasing Department.</p> <ul style="list-style-type: none"> - Encroachment Permit - Land Disturbance Permit - Proof of Insurance - Certificate of employee verification <p><i>Emailed 4/29/15</i></p>				
		TOTAL	32,513.55	

ALL INVOICES MUST BE ITEMIZED AND RENDERED TO ACCOUNTS PAYABLE WITH A W-9 FORM ATTACHED

Riverton City Use Only:

RECEIVING DOCUMENT	
<input type="checkbox"/>	PARTIAL \$ _____ <small>(Indicate quantity or items received above)</small>
<input type="checkbox"/>	COMPLETE, CLOSE PO
OK TO PAY _____	Signature _____

BY: *J. Blackwood*
City Manager or Purchasing Manager



Riverton City Purchasing
12830 South 1700 West * Riverton, Utah 84065

REQUEST FOR QUOTATION

**BEFORE REPLYING TO THIS QUOTATION PLEASE READ THE INSTRUCTIONS AND
GENERAL PROVISIONS PROVIDED WITH THIS DOCUMENT
REPLIES MUST BE LEGIBLE**

Company: _____ Fed. ID No. _____

Legal Status: Sole Proprietor Non-Profit Corp. Profit Corp. Partnership Gov. _____

Ordering Address: _____

_____ Contact Person: _____

Phone: _____ Fax: _____

E-Mail: _____

Remit Address: _____

_____ Price Guaranteed Until - Date: _____

Payment Terms: _____ Shipment will be made _____ A.R.O.

Department: _____

Requisition Number: 156251

Inquiries Sent To: Craig Calvert

E-Mail: ccalvert@rivertoncity.com

Phone: 801-208-3175 Date Sent: 4/17/2015

1. The item(s) specified on this quotation are produced, mined, grown, manufactured, or performed in Utah? Yes No
IF No then where produced, etc.: _____
2. Quotations must include manufacturer's descriptive literature & F.O.B. origin and destination freight cost or freight allowed or they may be rejected.
3. **Terms of shipment for F.O.B. origin means: Shipper load, carrier count and stow, consignee unload, freight collect!**

RETURN QUOTATION TO:
Riverton City
Attn: Purchasing
12830 S. Redwood Road
Riverton, Utah 84065
Phone: 801-208-3175
Fax: 801-208-3176
Visit the Riverton City Home Page at: www.rivertoncity.com

Note: Quotations MUST be received by:
April 20, 2015
**THE QUOTATION NUMBER LISTED IN THE
UPPER RIGHT-HAND CORNER OF THIS
DOCUMENT MUST BE REFERENCED
WHEN RETURNED.**

FREIGHT INFORMATION:
Shipping point and zip code: _____
National Motor Freight Classification: _____
Shipping Weight: _____

Item(s) and Specifications	Quantity	Unit	Net Unit Price	Extended Price
Re-Bid on the precast concrete wall on the corner lot. Remove the 3' tall portion of the fence. The 6' tall fence will start approximate 20' behind the sidewalk on Redwood and 12600 South. 6' tall fence approximately 415' long at the north east corner lot of 12600 South Redwood Road. See the attached aerial photo. This is a rush, please indicate completion schedule. The fencing is to match, as close as possible, the existing fence at the Main City Park. The existing fence is an Owell Precast, Ledge Stone Pattern. Fencing is to include all caps.	1	Lot		-
Add: 2' high precast concrete wall that matches the above wall, approximately 280' long, placed approximate 6' in front of the above wall, to make a raised flower bed. See the attached drawing, planter bed in yellow.	1	Lot		-
Add: 24" Precast column, same column as above to be used as a marker. top will need to have a angle cut on it, approximately 22 degrees. Please provide an each cost for this, a second column my be added.	1	Ea		-
Total Price, without freight (FOB Origin) \$ _____ -		Total Price, with freight (FOB Destination) \$ _____ -		

Receipt of addendum acknowledgement. Addendum # 1 2 3 4 5 6

The undersigned certifies that the vendor is willing and able to furnish the item(s) specified on this quotation!

Vendors Authorized Agent: type or print NAME and TITLE) _____

Signature: _____ Date: _____

Please SIGN IN INK or this quote may be rejected, Your signature indicates you have read and agreed to the Instructions & General Provisions.

Electronic submittal Implies signature

Request for Quotation

Continuation Page

Quotation No.: CC15057RE Requisition No.(s): 156251

Date: April 17, 2015 Department: 0

Item(s) and Specifications	Quantity	Unit	Net Unit Price	Extended Price
<p>Price must include staining both sides of the 6' wall, and one side of the 2' wall, four color, one base color and three highlight colors, cleanup, mobilization. Color to be determined by the City.</p> <p>See the attached contract terms and conditions.</p>				

Request for Quotation Instructions and General Provisions

"Failure to comply with the following instructions may cause rejection of this quotation"

1. Administrative Authority:

The administration of this purchasing process is conducted by the Riverton City Purchasing Agent. No contact of the City Mayor, City Council or any employee in regards to this solicitation other than those listed herein.

2. No Obligation Implied:

This Request for Quotation implies no obligation on the part of Riverton City.

3. Contract requirements:

Any contract that may arise from this Request for Quotation is subject to the following Terms and Conditions:

INDEMNIFICATION - The contractor agrees to protect, indemnify and hold Riverton City, the City Council, the Mayor, and all employees (collectively the "Indemnities") free and harmless from and against all losses, claims liens, demands and causes of action of every kind and character arising out of performance of the Work by the contractor or by its subcontractors, including the amount of judgment, penalties, interest, court costs and legal fees incurred by the Indemnities or any of them in defense of the same, arising in favor of any party, including governmental agencies or bodies, on account of, but not limited to, taxes, claims, liens, debts, personal injuries, death or damages to property (including property of Indemnities). The Contractor further agrees to; investigate, handle, respond to, provide defense for and defend any such claim, demand or cause of action at its sole expense, and agrees to bear all other costs and expenses related thereto, even if such claim, demand or cause of action is due solely to the fault of Riverton City and, release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the contractor's use of any copyrighted or uncopied composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract. Riverton City is a governmental entity under the Governmental Immunity Act and waives no defenses, limits of liability or other rights.

INDEPENDENT CONTRACT - It is understood and agreed by the parties that the contractor is to act in the capacity of an independent contractor and as such will have no authorization, express or implied to bind Riverton City to any agreements. Contractor's officers and employees shall not be considered as employees or officers of the City and shall not be entitled to any employee benefits as City employees as a result of the execution of this agreement.

INSURANCE - The contractor agrees to acquire and maintain the appropriate insurance, in the appropriate amounts, for the service(s) provided. This may include, but not limited to workers compensation, liability and errors in omission. Proof of insurance will be provided to the City upon request.

WORKFORCE - The Contractor agrees to register and participate in the Status Verification System to verify the work eligibility status of the Contractor's new employees that are employed in the state. The Contractor further agrees to have each contractor or subcontractor who works for or under main contractor, certify by affidavit that the contractor or subcontractor has verified through the Status Verification System the employment status of each new employee of the respective contractor or subcontractor.

4. Riverton City Reservations:

The right is reserved to cancel this Request for Quotation or to accept or reject any or all quotes, and to waive any informality or technicality in any quote, in the interest of Riverton City. Riverton City reserves the right to award multiple contracts to more than one vendor for the same or similar items. Riverton City reserves the right for an option to renew or extend any contract that may arise from this Request for Quotation, not to exceed four (4) renewals or extensions. Unless specifically provided for elsewhere in this quote, multiple or alternate quotes will not be accepted. The City Mayor and City Council reserves the right to purchase such brands as it desires, irrespective of price. The right is reserved, unless supplier countermands, to increase or decrease the quantity of any item(s) as the quoted price. Riverton City reserves the right to cancel any item(s) not delivered after the purchase order issued. Riverton City reserves the right to select some or all of the items from any vendor unless an "all or nothing" statement is included in the quote. Riverton City does not guarantee to make any purchase from this quote. Estimated quantities are for quoting purposes only and are not to be interpreted as a guarantee to purchase any amount.

5. Failure to Quote:

Failure to respond may result in the removal of your firm from the vendor's list for the commodity(s) listed. Unless you advise the Purchasing Agent prior to the quote due date that you desire to receive future invitations to quote on this commodity. Three consecutive no responses will result in removal

6. Quote Preparation:

- A. Fill out this quote form completely filling in all blanks, either in ink or typewritten. All information provided must be legible.
- B. Errors may be crossed out and corrections made in ink or typewritten (no type covers) adjacent and must be initialed in ink by the person signing the quote.
- C. Any manufacturer's name, trade names, brand names or catalog number(s) used in this specification are there for the purpose of establishing and describing general performance and quality levels. Such references are not intended to be restrictive, and quotes are invited on these and comparable brands or products by any manufacturer. All items will be evaluated on an "**acceptable substitute**" basis unless stated otherwise, Riverton City determining acceptability.
- D. Price each item separately and extend, unless each item makes up a complete system or a lot price requested. Unit price will govern if there is an error in the extension.
- E. Furnish descriptive literature for each item quoted. If a substitute is offered make a full written explanation on the quote as to its brand name, model number etc.
- F. Submit your quote on the documents furnished herein.
- G. Do not quote on items you cannot supply promptly.
- H. Provide information on local availability of parts and service for all items quoted and service literature to allow for in-house maintenance and repairs

7. Quote Submittal:

- A. The quote must be signed in ink and delivered to Purchasing by the "**Due Date & Time.**" Quotes may be delivered via mail, fax or electronic means. **Electronic submittal implies signature.**
- B. Quotes, modifications, or corrections received after the closing time on the "**Due Date**" will be considered late.
- C. All purchases are subject to Riverton City purchasing ordinance.

8. Warranties:

Contractor warrants that all equipment, and/or materials, and/or labor that is furnished or performed will be free from defects for a minimum period of twelve (12) months from date of acceptance. Upon notice from the City of any defect during the applicable warranty period, the affected item, parts or work shall be redone, redesigned, repaired or replaced by contractor (at contractor's expense) at a time acceptable to the City.

9. Conformance Warranty:

Vendor warrants the item(s) quoted will conform to the description as quoted, and applicable specifications, and shall be of good and merchantable quality for the known purpose for which it is sold.

10. Quote Evaluation:

Any item quoted is subject to evaluation. Any item which fails to qualify for approval when evaluated shall not be accepted regardless of compliance to quote requirements. **Quotes will not be accepted from vendors who require assignment of payment to another agent. Note: Riverton City will only pay the vendor named on the order. Riverton City will not deal with a factor or make payment to such.**

11. Antidiscrimination Act:

The vendor agrees to abide by the provisions of the Utah Antidiscrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap. This purchase may be canceled if the vendor fails to comply with the provisions of these laws and regulations. **Vendor must include this provision in every subcontract or purchase order relating to purchases by Riverton City to insure that subcontractors and vendors are bound by this provision.**

TERMS & CONDITIONS

General

Bidders must meet or exceed all specifications and requirements as set forth in this document. Contractor must furnish all equipment, materials, labor, tools, transportation, supplies and incidentals necessary to complete the entire project which includes hauling off and properly disposing of all debris.

Amendments

Any changes in quantity, specifications, schedules, opening date, corrections, clarifications, etc. will be in the form of an addendum. Addendums will be in writing, will be distributed to all bidders by the purchasing department and will become part of this bid. Any attempts to alter this bid verbally should be ignored.

Conflict with submittals/inconsistencies in conditions

In the event of conflict with submittals from bidders or inconsistencies in bidding documents, this bid document will take precedence.

Consideration, award and rejection of bids

All bidders must be able to demonstrate that they are responsible, competent contractors with the resources to complete a project of this magnitude and must be prepared to provide documented proof of such upon request including **references and financial statements**. The contractor's past performance history, organization, equipment and demonstrated ability to perform and complete their contracts in the manner and within the time limit specified will be elements along with the dollar amount of the bid which will be considered by the City in the letting of the contract, if any award is made. The City reserves the right to reject any and all bids by reason of this paragraph.

Construction dates/deadlines

Contractor is required to get all permits and complete within 15 calendar days after receipt of the Notice to Proceed.

Contact

Questions of a technical nature regarding this project or the specifications should be directed to Craig Calvert at 801-208-3175.

Contract clauses

Any contract arising from this solicitation will include the following:

- A. The unilateral right of the City to order written changes in the work and/or time of performance (change order);
- B. Liquidated damages as appropriate;
- C. Specific excusable delays are as follows: if the contractor is delayed by the City by change orders.

- D. The City may terminate the contract for any reason at any time if the contractor fails to perform (default) or if it is in the best interest of the City (convenience).

Inspections

Contractor must be prepared, willing and accommodating to on-site inspection of all work, at any time, by a City representative, during job progress.

Liability

Any damages occurring from the execution of the contract, incidental or otherwise, to City or private properties must be repaired, at the contractor's expense, to the owner's satisfaction.

Indemnification

The contractor agrees to protect, indemnify and hold Riverton City, the City Council, the Mayor, and all employees (collectively the "Indemnities") free and harmless from and against all losses, claims, liens, demands and causes of action of every kind and character arising out of performance of the Work by the contractor or by its subcontractors, including the amount of judgment, penalties, interest, court costs and legal fees incurred by the Indemnities or any of them in defense of the same, arising in favor of any party, including governmental agencies or bodies, on account of, but not limited to, taxes, claims, liens, debts, personal injuries, death or damages to property (including property of Indemnities).

The Contractor further agrees to; investigate, handle, respond to, provide defense for and defend any such claim, demand or cause of action at its sole expense, and agrees to bear all other costs and expenses related thereto, even if such claim, demand or cause of action is due solely to the fault of Riverton City and, release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the contractor's use of any copyrighted or uncopied composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

Riverton City is a governmental entity under the Governmental Immunity Act and waives no defenses, limits of liability or other rights.

Insurance

An ACORD CERTIFICATE must be submitted. The following information must be on the ACORD.

Description of Operations:

Certificate Holder:

Riverton City, its elected officials, appointed officials, officers, employees and volunteers. Coverage is for all operation performed by or on behalf of the named insured.

REQUIREMENTS:

Workers Compensation insurance, sufficient to cover all employees in the employ during the term of the contract including any renewal thereof must be maintained. Coverage amount should be in the amount required by Utah Workmen's Compensation Laws. Liability insurance (general and auto) in the amount of \$1,000,000.00 per occurrence with an aggregate of \$2,000,000.00 must be maintained during the term of the contract including and renewals.

Insurance needs to include Project Name with the location and description of the project, and the Project Number and Bid Number (if known). Insurance must name as the certificate holder; Riverton City, its elected officials, appointed officials, officers, employees and volunteers. Coverage is for all operation performed by or on behalf of the named insured.

Insurance provided is required to be primary and non-contributory.

Proof of coverage must be provided before work can begin, and the Contractor agrees to provide proof of insurance upon demand by the City throughout the terms of the contract. The insurance must have a 30 day written cancelation notice. If any of the required insurance coverage is cancelled or lapse, the City may at the City's discretion, obtain substitute coverage at reasonable rates. The City may deduct the cost of such coverage, plus 10% for administrative charges, from any monies that are owing to contractor.

Riverton City will assume no liabilities for the contractor including any of the contractor's representatives, employees or properties. The contractor agrees to, at all times, protect, indemnify, defend and hold harmless the City and city employees from any and all claims. Contractor shall, at all times, keep the work area in a neat, clean, safe and secure condition to avoid the risk of loss, theft, vandalism or sabotage.

Any damages occurring during the completion of this project, incidental or otherwise, to city or private properties must be repaired, at the contractor's expense, to the owner's satisfaction.

Independent Contract

It is understood and agreed by the parties that the contractor is to act in the capacity of an independent contractor and as such will have no authorization, express or implied to bind Riverton City to any agreements. Contractor's officers and employees shall not be considered as employees or officers of the City and shall not be entitled to any employee benefits as City employees as a result of the execution of this agreement.

Workforce

The Contractor agrees to register and participate in the status verification system to verify the work eligibility status of the Contractor's new employees that are employed in the state. The Contractor further agrees to have each contractor or subcontractor who works for or under main contractor, certify by affidavit that the contractor or subcontractor has verified through the status verification system the employment status of each new employee of the respective contractor or subcontractor.

Laws/codes

Contractor must abide by all federal, state and local laws including, but not limited to, employment laws such as the *Americans with Disabilities Act* and meet or exceed all applicable building codes and Utah state energy code requirements.

OSHA Requirements

Contractor agrees to comply with all OSHA requirements that may be associated with this project. For any OSAH violation that occurs with this project the Contractor agrees to pay any fine assessed to the City and the City will not accept any bids from the contractor on

any project for the next year.

Permits

The Contractor is responsible to obtain the following Riverton City Permits. Permits can be viewed at the following web sites:

1. Encroachment Permit (bonding is a requirement of this permit)
<http://www.rivertoncity.com/engineering.main.html>
2. Land Disturbance Permit
<http://www.rivertoncity.com/stormwater.4020landdisturbance.html>

Licensing

Bidders must meet all current licensing requirements of the City, County and State of Utah to do the type of work required under this bid including the proper license classifications with a sufficient monetary limit as established and issued by the division of occupational and professional licensing, state department of commerce. Licensing must be current and valid at the date of bid opening. **Please provide license number with response.**

Liquidated damages

Time is the essence of the Contract Documents. Contractor agrees that the City will suffer damage or financial loss if the project is not completed on the agreed completion time or within any time extensions that are allowed by written pre approval. The Contractor and the City agree that proof of the exact amount of any such damage or loss is difficult to determine. Accordingly, instead of requiring any such proof of damage or specific financial loss or late completion, the Contractor agrees to pay the following sums to the City as liquidated damages and not as a penalty.

1. Late Time Completion:
Five hundred dollars and no cents (\$500.00) for each day or part thereof that expires after the completion time until the work is accepted as substantially complete.
2. Late Punch List Time:
Punch list items must be completed within 30 calendar days after the list is delivered. 50% of the amount specified for Late Time Completion for each day or part thereof if the work remains incomplete after the Punch List Time. The Punch List shall be considered delivered on the date it is transmitted by facsimile, hand delivery, or received by the Contractor by certified mail.
3. Interruption of Public Services:
No interruption of public services shall be caused by the Contractor, its agents or employees, without the engineer's prior written approval. The City and Contractor agree that in the event the City suffers damages from such interruption, the amount of liquidated damages stipulated below shall not be deemed to be a limitation upon the Cities right to recover the full amount of such damages. One thousand dollars and no cents (\$1,000.00) for each day or part thereof of any utility interruption caused by the Contractor without prior written authorization.

4. Survey Monuments:

No land survey monument shall be disturbed or moved until the City Engineer has been properly notified and the City Engineer's surveyor has referenced the survey monument for resetting. The parties agree that upon such an unauthorized disturbance it is difficult to determine the damages from such a disturbance, and the parties agree that Contractor will pay as liquidated damages the sum of one thousand dollars and no cents (\$1000.00) to cover such damage and expense.

Time completion may be applied to individual work sequences throughout the project. If it is determined that there will be a number of completion sequences within the project, the above damages will apply to each sequence. The City shall be entitled to deduct and retain liquidated damages out of any money which may be due or become due the Contractor. To the extent that the liquidated damages exceed any amounts that would otherwise be due the Contractor, the Contractor shall be liable for such amounts and shall return such excess to the City.

Notice to proceed

Notice to proceed will be in the form of a purchase order from the city purchasing department. Do not proceed without a purchase order.

Payment

Payment for this project will be upon completion and acceptance only.

Riverton City reserves the right to make payments with a credit card. If the prices change because of a credit card payment bidder must provide two prices, a price for payment by credit card and a price for payment by check.

Subcontractors

Riverton City reserves the right to approve or reject any subcontractor. The City will not provide drawings, bidder's lists, etc. to subcontractors or suppliers.

Terms and conditions

In the event of breach, the prevailing party will be entitled to attorneys fees, regardless of whether the issue is brought to court.

Riverton City requests assignment of rights to recover damages from any antitrust violations.

Warranty

Contractor warrants all equipment, materials, and labor furnished or performed will be free from defects for a period of twelve (12) months from date of acceptance. Upon notice from the City of any defect during the applicable warranty period, the affected item, parts or work shall be redone, redesigned, repaired or replaced by contractor (at contractor's expense). Warranty repairs must be completed within 10 calendar days after notice or a negotiated time that is acceptable to the City. All liquidated damages specified for original work will apply on warranty repairs.

Quote No. CC15057RE

Due Date: April 20, 2015

Tabulation

Specification/Plan Reference Number(s)	Quant.	Unit	Harper Precast		Olympus Precast	
			Unit Price	Amount	Unit Price	Amount
Re-Bid on the precast concrete wall on the corner lot. Remove the 3' tall portion of the fence. The 6' tall fence will start approximate 20' behind the sidewalk on Redwood and 12600 South. 6' tall fence approximately 415' long at the north east corner lot of 12600 South Redwood Road. See the attached aerial photo. This is a rush, please indicate completion schedule. The fencing is to match, as close as possible, the existing fence at the Main City Park. The existing fence is an Owell Precast, Ledge Stone Pattern. Fencing is to include all caps.	1	Lot	22,248.15	22,248.15	40,922.00	40,922.00
Add: 2' high precast concrete wall that matches the above wall, approximately 280' long, placed approximate 6' in front of the above wall, to make a raised flower bed. See the attached drawing, planter bed in yellow.	1	Lot	9,895.60	9,895.60	Inc.	0.00
Add: 24" Precast column, same column as above to be used as a marker. top will need to have a angle cut on it, approximately 22 degrees. Please provide an each cost for this, a second column my be added.	1	Ea	369.80	369.80	1,800.00	1,800.00
				Total	32,513.55	42,722.00

Harper Precast offered a substitute wall. This wall is an acceptable substitute for this location only. Acceptance of this wall does not indicate that the pattern will always be an acceptable substitute.



Issue Paper

Item No. 4.10

Presenter/Submitted By:	Trace Robinson, Public Works Director	
Subject: Resolution authorizing the Mayor to execute a stormwater easement between Riverton City and PacifiCorp	Meeting Date: May 5, 2015	
	Fiscal Impact: \$0	
	Funding Source: N/A	
Background: City Stormwater Design Standards require flood control systems to convey stormwater runoff below/above ground to a safe discharge point. The Cottages at Western Springs stormwater system passes over PacificCorp property, which requires an easement. The easement will allow stormwater to flow across, and be retained on PacificCorp property. The Home Owner's Association of the Cottages at Western Springs will perform maintenance of the pond.		
Recommendation: Approve a resolution authorizing the Mayor to execute a stormwater easement between Riverton City and PacificCorp.		
Suggestion Motion: "I move the City Council approve <u>Resolution No. 15-40</u> - Authorizing the Mayor to execute a Stormwater Easement between Riverton City and PacificCorp."		

RIVERTON CITY, UTAH
RESOLUTION NO. 15-40

**A RESOLUTION APPROVING THE EXECUTION OF A STORMWATER
EASEMENT BETWEEN RIVERTON CITY AND PACIFICCORP**

WHEREAS, the Developer is developing a project commonly known as The Cottages at Western Springs Phase 1 (herein the “Project”), which is located at approximately 12800 South 4450 West, Riverton City, Utah; and

WHEREAS, the Developer is providing stormwater drainage improvements as required by City’s Stormwater Design Standards and Regulations which includes a above ground floodway and retention pond; and

WHEREAS, The Cottages at Western Springs is adjacent to PacificCorp property and the stormwater system improvements are located on PacificCorp property; and

WHEREAS, notwithstanding the fact that these stormwater system improvements are necessary to protect residents in The Cottages at Western Springs Development and surrounding properties; and

WHEREAS, PacificCorp is willing to allow this stormwater system and retention pond to be built on their property; and

WHEREAS, the parties desire to execute this easement to preserve and protect the stormwater system and retention pond.

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

1. Approve and execute the stormwater easement between Riverton City and PacificCorp.
2. Authorize the Mayor to execute documents of said easement.
3. This resolution shall become effective upon passage.

PASSED AND ADOPTED by the City Council of Riverton, Utah, on this 5th day of May, 2015 by the following vote:

	YES	NO	ABSTAIN	ABSENT
Council Member Brent Johnson	_____	_____	_____	_____
Council Member Trent Staggs	_____	_____	_____	_____
Council Member Sheldon Stewart	_____	_____	_____	_____
Council Member Tricia Tingey	_____	_____	_____	_____
Council Member Paul Wayman	_____	_____	_____	_____

RIVERTON CITY

[SEAL]

ATTEST:

Bill Applegarth, Mayor

**Virginia Loader, MMC
Recorder**

When recorded, return to:
Rocky Mountain Power
Property Management Dept
Attn: Lisa Louder
1407 West North Temple, suite 110
Salt Lake City, Utah 84116
Parcel No. UTSL-0006
File No. 51605
Tax ID No. 27:31:200:029

STORMWATER EASEMENT

This Stormwater Easement Agreement (the “Easement Agreement”) is entered into between PacifiCorp, an Oregon corporation d/b/a Rocky Mountain Power, its successors and assigns, whose principal office is located at 1407 West North Temple, Salt Lake City, UT 84116, (“Grantor”) and Riverton City, a Utah municipal corporation, its successors and assigns, (“Grantee”) whose principal office is located at _____.

RECITALS

A. Grantor owns that certain parcel of land located in Salt Lake County, State of Utah as more particularly described in **Exhibit “A”** attached hereto and made a part hereof, and used in connection with Grantor’s construction, operation and maintenance of current or future high voltage electric transmission lines and other uses in connection with its electric utility operation. This parcel of land is referred to hereinafter as the “Transmission Line Corridor Property.”

B. Grantee desires to operate and maintain a stormwater management system in the vicinity of the Transmission Line Corridor Property and over and across that portion of Grantor’s Transmission Line Corridor Property as described in **Exhibit “B”** (the “Easement Area”).

C. Grantor has agreed to convey an easement to Grantee subject to and in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor hereby conveys a non-exclusive, perpetual easement to Grantee over and across the Easement Area more particularly described in **Exhibit “B”** for the purpose of maintaining a stormwater drainage path and the accompanying right to maintain the grade of the property sufficient to accommodate intermittent stormwater flows across the Easement Area and in accordance with that

certain drainage and grading plan on file with the Riverton City Engineering Department and for no other uses. The certain drainage and grading plan is associated with that certain residential subdivision plat commonly known and recorded at the Salt Lake County recorder's office as Cottages at Western Springs Phases 1 and 2 and further depicted herein to this Easement Agreement and for no other use. All changes to grades proposed by virtue of the drainage and grading plan contemplated herein including excavation must be approved in advance by Grantor.

2. Grantee's Use.

a. Grantee shall have a non-exclusive right to maintain and access the Easement Area.

b. Grantee, its successor and assigns shall use the Easement Area in compliance with OSHA, NESC and the Utah High Voltage Act Safety Clearance Standards, and any and all other applicable federal, state and local laws. Grantee is aware that power lines are energized at all times and Grantee must conduct all activity on Grantor's land in strict compliance with all applicable laws, codes, rules, regulations, and standards regarding activity around high voltage facilities. At all times, all actions of Grantee on or about the Easement Property or in connection with the Easement Property and all activities of Grantee contemplated by this Easement shall be taken in full and strict compliance with all governmental laws and requirements. Grantee shall not store materials within the Easement Property. The storage of flammable and hazardous materials or refueling of vehicles/equipment is prohibited within the Easement Property. At no time shall Grantee place within the Easement Property any permanent equipment or materials of any kind that exceed fifteen (15) feet in height, or that creates a material risk of endangering Grantor's facilities, or that may pose a risk to human safety. ,

c. This Easement is granted subject to all easements and encumbrances of record as of the date hereof. Grantee has notice that there may be existing easements upon the Easement Property and Grantor's land, including but not limited to water lines, communications lines and power lines.

d. Grantor's maintenance and future construction of additional power lines and other facilities require the use and operation of equipment with design load requirements of 37,000 pounds per axle including wire pullers and similar equipment weighing in excess of 120,000 pounds and cranes weighing 130,000 pounds. Grantee warrants and represents to Grantor that its rights granted herein will not interfere with Grantor's use of equipment with weights identified above.

e. Grantee is aware that power lines are or may be located within the Easement Area. At all times, with respect to those rights granted to Grantee by virtue of this Easement Agreement, Grantee shall maintain the the Easement Area in a safe condition. Without limiting the generality of the preceding, Grantee shall meet or exceed all applicable requirements and specifications of all governmental agencies having jurisdiction of matters relating to storm water drainage. All costs of maintenance and similar activities required by this paragraph and by the following paragraph shall be borne solely by Grantee.

f. Following any stormwater events or maintenance activities associated with those rights Granted herein, Grantee shall promptly restore such land to the condition it was in immediately prior to such disturbance or as otherwise reasonably required by Grantor.

3. Ingress and Egress. Grantee shall have the right of access over and across the Easement Area for itself and its agents to the extent reasonably necessary in order to exercise Grantee's rights under this Easement. In exercising such right of ingress and egress, Grantee shall provide reasonable advance notice to Grantor before commencing any substantial maintenance or repair work. The location of Grantee's ingress and egress may be modified, relocated, or reasonably limited as directly by Grantor from time to time.

4. Conduct of Grantee. Grantee shall at all times be responsible for the quantity and quality of all waters discharged into and traveling over the Transmission Line Corridor Property, Easement Area, or any other lands owned by Grantor adjacent to or nearby said lands.

5. Release and Indemnification

(a) Grantee, its successors and assigns, shall use the Easement Area at its own risk and agrees to indemnify, defend and hold harmless Grantor and Grantor's affiliated companies, officers, directors, shareholders, agents, employees, successors and assigns, (the "Indemnified Parties") for, from and against all liabilities, claims, damages, losses, suits, judgments, causes of action, liens, fines, penalties, costs, and expenses (including, but not limited to, court costs, attorney's fees, and costs of investigation), of any nature, directly or indirectly arising out of, caused by, or resulting from (in whole or in part), (i) the breach by Grantee of any provision of this agreement, (ii) Grantee's use and occupation of the Easement Area, or (iii) any act or omission of Grantee, any independent contractor retained by Grantee, anyone directly or indirectly employed by them, or anyone authorized by Grantee to control or exercise control over (hereinafter collectively referred to as "claims"), even if such claims arise from or are attributed to the concurrent negligence of any of the Indemnified Parties.

(b) The Indemnified Parties shall never be liable in any manner to Grantee for any injury to or death of persons or for any loss of or damage to property of Grantor, its employees, agents, customers, invitees, or to others, even if such loss or damage is caused in part by the negligence of any Indemnified Party. All personal property and fixtures, if allowed by Grantor, located within the Easement Area shall be maintained and used at the risk of Grantee and the Indemnified parties shall not be liable for any damage thereto or theft thereof, even if due in whole or in part to the negligence of the Indemnified Parties.

6. Mechanics' Liens. Grantee shall, at all times, keep the Easement Property and Grantor's land free from mechanics' lien claims or similar liens arising on account of any act by or on behalf of Grantee. Prior to commencing or contracting for any work to be performed on or about Grantor's land or the Easement Property, Grantee shall provide

written notice to all contractors, and material suppliers with respect to such work that any mechanics' lien claim on account of the provision of such work or materials shall attach only to Grantee's interest in the Easement Property under this Easement and shall not, in any event, attach to any interest of Grantor in the Easement Property or Grantor's land. In the event any mechanics' lien is recorded with respect to the Easement Property or Grantor's land on account of any activity of Grantee or any use of the Easement Property or Grantor's land by or on behalf of Grantee, Grantee shall, within thirty (30) days of notice by Grantor (or, if earlier, within 30 days of a complaint being filed to enforce such mechanics' lien), cause such mechanics' lien to be removed by posting a bond with the district court as permitted by statute.

7. Grantor's Use. Grantor expressly reserves the right to use the Easement for its own business purposes, including the right to cross and re-cross the Easement with equipment, personnel, overhead or underground power lines, and access roads at any location or locations and to grant or convey additional uses of the Easement to others for any purpose not inconsistent with the rights granted hereunder.

8. Successors and Assigns. The benefits and burdens of this Easement shall inure to the benefit of and be binding upon the parties and their respective heirs, successors, and assigns. The rights and obligations set forth in this Easement are intended to run with the land.

9. Taxes. Grantee shall pay all taxes and assessments of any kind, which shall be levied against the Easement Property by reason of Grantee's use, or occupancy thereof.

10. Litigation Expense. If any suit or action arising out of or related to this Easement is brought by any party, the prevailing party or parties shall be entitled to recover the costs and fees (including, without limitation, reasonable attorneys' fees, the fees and costs of experts and consultants, copying, courier and telecommunication costs, and deposition costs and all other costs of discovery) incurred by such party or parties in such suit or action, including, without limitation, any post-trial or appellate proceeding, or in the collection or enforcement of any judgment or award entered or made in such suit or action.

11. Paragraph headings. Paragraph headings are included for reference purposes only and do not constitute part of this Easement.

12. Governing Law. This Easement shall be governed and construed under the laws of the State of Utah without regard to conflicts of law provisions.

13. Severability. Whenever possible, each provision of this Easement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Easement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Easement.

14. Notices. All notices, demands, or communications to any party under this Easement shall be in writing sent by by nationally recognized courier service, or by personal delivery and shall be given:

If to Grantor:

Rocky Mountain Power
Attn: Real Estate Transaction Services
1407 West North Temple, Suite 110
Salt Lake City, Utah 84116

With a copy to:

Rocky Mountain Power
Legal Department
201 South Main, Suite 2200
Salt Lake City, Utah 84111

If to Grantee:

Riverton City

Riverton, Utah _____
Attn: _____

All such notices, demands, requests, or other communications shall be deemed received on the date of receipt by the recipient if received prior to 5:00 p.m. in the place of receipt and such day is a business day in the place of receipt. Otherwise, any such notice, demand, request, or other communication shall be deemed not to have been received until the next succeeding business day in the place of receipt. Addresses for notice may be changed from time to time by notice to the other party.

15. Waiver. Waiver by either party of any one default will not be deemed to be a waiver of any other default under this Easement. Any remedy or election under this Easement will not be deemed exclusive, but, instead, whenever legally permissible, will be cumulative with all other remedies at law or in equity.

16. Waiver of Jury Trial. To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

Situate in the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 31, Township 3 South, Range 1 West, Salt Lake Meridian, described as follows:

Beginning at the Northwest corner of the Grantors' land at a point 1065.7 feet South and 103 feet West from the North one quarter of Section 31, Township 3 South, Range 1 West, Salt Lake Meridian, and running thence South 122.77 feet along the West boundary line of said Grantors' land; thence South $37^{\circ}27'$ East 728.46 feet, more or less, to an East boundary line of said Grantors' land; thence North 106.73 feet along said East 94.60 feet along said South boundary line to a Southwesterly right-of-way line to the North Boundary line of the Grantors' land; thence West 82.31 feet along said North boundary line to the point of beginning.

Excepting therefrom that portion of said land conveyed to Larry D. Brown, et ux, In Warranty Deed recorded September 24, 1979 as Entry No. 3340929 in Book 4950 at Page 378, Official Records described as follows:

Beginning at a point North $89^{\circ}30'59''$ West 89.49 feet and North 649.00 feet and East 309.46 feet from the center of Section 31, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 328.00 feet, thence East 132.80 feet; thence South 328.00 feet; thence West 132.80 feet to the point of Beginning.

Also excepting therefrom all coal, oil, gas, mines, metals, gravel, and all other minerals of whatever kind or nature, together with the right to prospect for, mine, and remove the same and together with the right to occupy and use so much of the surface of said land as may be required for all purposes reasonably incident to the mining and removal of said minerals as excepted and reserved by the State of Utah, in Quit Claim Deed recorded September 14, 1955 as Entry No. 1446494 in Book 1239 at Page 49, Official Records.

Together with a non-exclusive right of way described as follows:

Commencing on the centerline of 12600 South at a point which lies 422.24 feet North $89^{\circ}13'15''$ West from the North Quarter Corner of Section 31, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 687.61 feet, thence south $58^{\circ}17'$ East 375.19 feet; thence South 1787.72 feet; thence North $89^{\circ}30'59''$ West 40 feet; thence North 1735.08 feet, thence North $58^{\circ}17'$ West 35.19 feet; thence North 710.45 feet, thence South $89^{\circ}13'15''$ East 40 feet to the point of commencement.

**EXHIBIT "A" Continued
(Map of Transmission Line Corridor Property)**

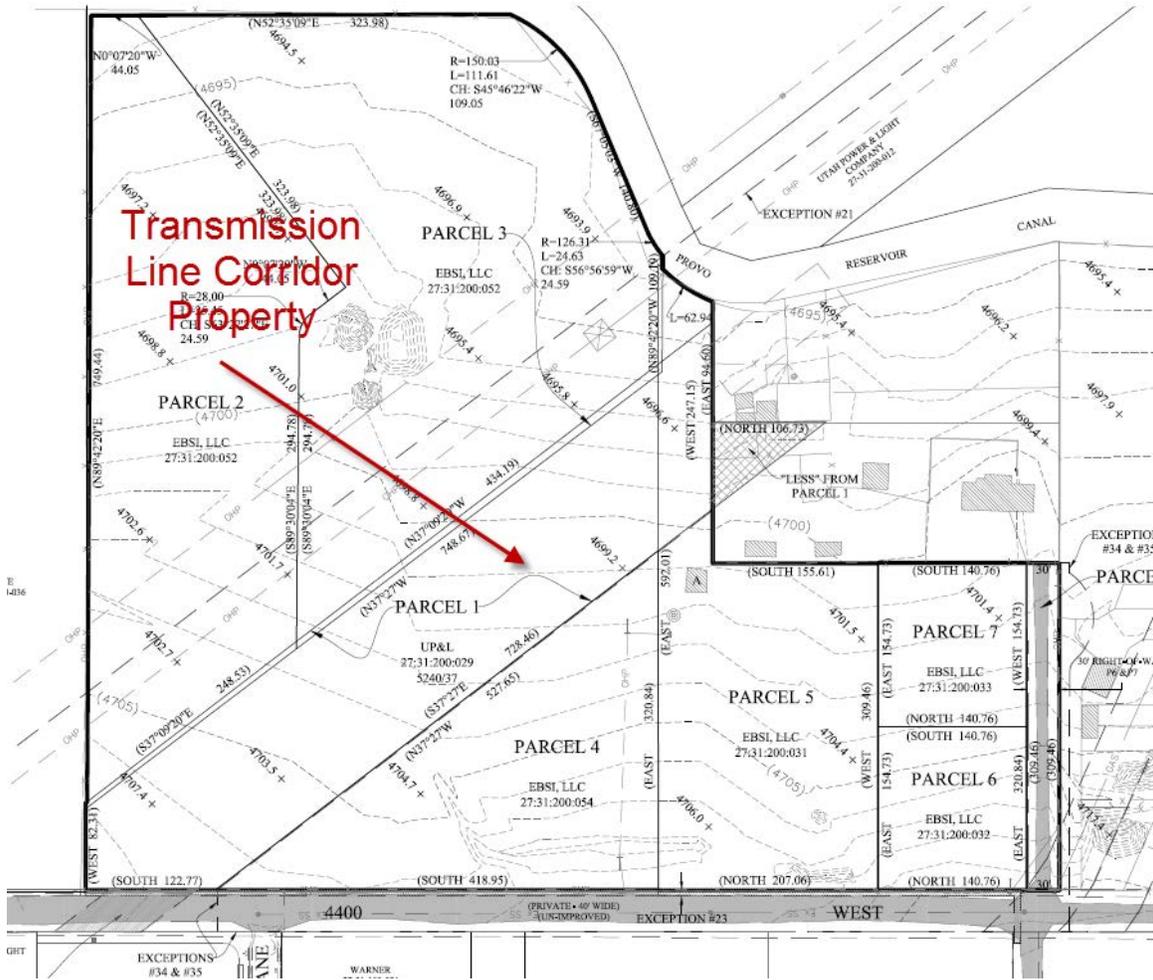


Exhibit "B"
(Easement Area)

**LEGAL DESCRIPTIONS
PREPARED FOR
BRIGHTON HOMES, UTAH, LLC
COTTAGES AT WESTERN SPRINGS
PHASE 1
RIVERTON, UTAH
(March 2, 2015)**

**DRAINAGE EASEMENTS
FOR
100-YEAR OVERLAND FLOOD ROUTE**

**EASEMENT WITHIN
A PORTION OF
PARCEL "A" (OPEN SPACE)**

A portion of the NE1/4 of Section 31, Township 3 South, Range 1 West, Salt Lake Base & Meridian, located in Riverton, Utah, more particularly described as follows:
Beginning at a point located S89°31'48"E along the ¼ Section line 299.45 feet and North 943.40 feet from the Center ¼ Corner of Section 31, T3S, R1W, S.L.B. & M.; thence N37°27'00"W 166.80 feet; thence N0°14'35"E 231.26 feet; thence S37°20'00"E 259.18 feet; thence Southwesterly along the arc of a 277.00 foot radius non-tangent curve (radius bears: S52°36'11"E) 170.17 feet through a central angle of 35°11'52" (chord: S19°47'56"W 167.50 feet) to the point of beginning.
Contains: 0.66+/- acres

**EASEMENT WITHIN
A PORTION OF
PARCEL "A" (OPEN SPACE)
& EXTERIOR OF PHASE 1**

A portion of the NE1/4 of Section 31, Township 3 South, Range 1 West, Salt Lake Base & Meridian, located in Riverton, Utah, more particularly described as follows:
Beginning at a point located S89°31'48"E along the ¼ Section line 356.19 feet and North 1,101.47 feet from the Center ¼ Corner of Section 31, T3S, R1W, S.L.B. & M.; thence N37°20'00"W 259.18 feet; thence N0°14'35"E 49.81 feet; thence along the arc of a 15.00 foot radius curve to the right 23.50 feet through a central angle of 89°45'25" (chord: N45°07'18"E 21.17 feet); thence East 136.63 feet; thence S37°20'00"E 222.84 feet; thence Southwesterly along the arc of a 277.00 foot radius non-tangent curve (radius bears: S19°01'03"E) 162.37 feet through a central angle of 33°35'08" (chord: S54°11'23"W 160.06 feet) to the point of beginning.
Contains: 0.97+/- acres





Issue Paper

Item No. 4.11

Presenter/Submitted By:	Trace Robinson, Public Works Director	
Subject: Resolution authorizing the Mayor to execute a stormwater drainage impact fee reimbursement agreement between Riverton City and CPZ Hidden Acres LLC	Meeting Date: May 5, 2015	
	Fiscal Impact: \$218,291.00	
	Funding Source: 66-68-300	
Background: As part of the construction of Hidden Acres Subdivision located at approximately 13300 South, 3300 West, the developer was required to construct a storm drain system which included a regional detention pond. The cost of this regional detention basin exceeded his stormwater obligation as outlined in the Riverton impact fee schedule. This pond is included in the Stormwater Capital Facilities Plan and will be used to the benefit of other developments in the vicinity. A method of reimbursement is outlined in the agreement which states how and when partial reimbursements will be made.		
Recommendation: Approve resolution authorizing the Mayor to execute a stormwater drainage impact fee reimbursement agreement between Riverton City and Blue Bison Development LLC.		
Recommended Motion: “I move the City Council approve <u>Resolution No. 15-41</u> - Authorizing the Mayor to execute a Stormwater Drainage Impact Fee Reimbursement Agreement between Riverton City and Blue Bison Development LLC for costs that exceed the developers required share to construct storm drainage improvements in the Hidden Acres Subdivision.”		

RIVERTON CITY, UTAH
RESOLUTION NO. 15-41

**A RESOLUTION APPROVING THE EXECUTION OF A STORMWATER
DRAINAGE IMPACT FEE REIMBURSEMENT AGREEMENT BETWEEN
RIVERTON CITY AND CPZ HIDDEN ACRES LLC**

WHEREAS, the Developer is developing a project commonly known as Hidden Acres Subdivision (herein the “Project”), which is located at approximately 13300 South 3300 West, Riverton City, Utah; and

WHEREAS, the Developer is providing stormwater drainage improvements to the City’s stormwater drainage system which includes a regional detention basin; and

WHEREAS, the cost of constructing said improvements to the stormwater drainage system has exceeded the Developer’s stormwater drainage obligations for the project as required by city ordinances and state law; and

WHEREAS, notwithstanding the fact that the cost of constructing the improvements has exceeded the Developer’s stormwater drainage impact obligation, the Developer is willing to finance and construct the additional improvements in order to facilitate the development of the project; and

WHEREAS, The current Riverton City Impact Fee Capital Facilities Plan, and Impact Fee Analysis, provides that subject to certain terms and conditions, the City may reimburse the Developer for the cost of constructing improvements to the City’s stormwater drainage system, which are contained in the Capital Facilities Plan for Drainage Impact Fees, to the extent that those costs exceed the cost the Developer is obligated to expend under city ordinances and state law for drainage improvements for the Project; and

WHEREAS, the parties desire to enter into an Agreement by which the City will reimburse the Developer for certain improvements to the stormwater drainage system that are in excess of the Developer’s obligations.

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

1. The stormwater drainage impact fees reimbursement agreement between Riverton City and CPZ Hidden Acres LLC is hereby approved, and the Mayor is hereby authorized to sign the Agreement. Prior to signing the agreement, the City Attorney is authorized to make any minor revisions deemed necessary to accomplish the intent of the agreement but do not result in a material alteration to the terms of the Agreement.

2. The reimbursement agreement is made effective on the date the Agreement is signed by the Mayor of Riverton City and an authorized representative of CPZ Hidden Acres, LLC.

3. This resolution shall become effective upon passage.

PASSED AND ADOPTED by the City Council of Riverton, Utah, on this 5th day of May, 2015 by the following vote:

	YES	NO	ABSTAIN	ABSENT
Council Member Brent Johnson	_____	_____	_____	_____
Council Member Trent Staggs	_____	_____	_____	_____
Council Member Sheldon Stewart	_____	_____	_____	_____
Council Member Tricia Tingey	_____	_____	_____	_____
Council Member Paul Wayman	_____	_____	_____	_____

RIVERTON CITY

[SEAL]

ATTEST:

Bill Applegarth, Mayor

Virginia Loader, MMC
Recorder

**RIVERTON CITY
STORMWATER DRAINAGE IMPACT FEES
REIMBURSEMENT AGREEMENT**

THIS REIMBURSEMENT AGREEMENT is entered into this _____ day of May, 2015, by and between Riverton City, Utah Municipal Corporation (herein the “City”) and CPZ Hidden Acres, LLC, (herein the “Developer”).

W I T N E S S E T H:

WHEREAS, the Developer is developing a project commonly known as Hidden Acres (herein the “Project”), which is located at approximately 13300 South 3300 West, Riverton City, Utah; and

WHEREAS, the Developer is providing stormwater drainage improvements to the City’s stormwater drainage system in excess of those necessary to provide for adequate stormwater drainage for the Project; and

WHEREAS, the cost of constructing said improvements to the stormwater drainage system has exceeded the Developer’s stormwater drainage obligations for the project as required by city ordinances and state law; and

WHEREAS, notwithstanding the fact that the cost of constructing the improvements has exceeded the Developer’s stormwater drainage impact obligation, the Developer was willing to finance and construct the additional improvements in order to facilitate the development of the project; and

WHEREAS, The current Riverton City Impact Fee Capital Facilities Plan, and Impact Fee Analysis, provides that subject to certain terms and conditions, the City may reimburse the Developer for the cost of constructing improvements to the City’s stormwater drainage system, which are contained in the Capital Facilities Plan for Drainage Impact Fees, to the extent that those costs exceed the cost the Developer is obligated to expend under city ordinances and state law for drainage improvements for the Project; and

WHEREAS, the parties desire to enter into an Agreement by which the City will reimburse the Developer for certain improvements to the stormwater drainage system that are in excess of the Developer’s obligations.

NOW THEREFORE, for and in consideration of the mutual covenants made herein the parties hereby agree as follows:

A G R E E M E N T :

1. **Construction of Improvements.** The Developer hereby acknowledges that the construction of drainage improvements is necessary for the development of the project, is lawfully required by the City pursuant to the Riverton City Code and applicable state and federal law, and is a lawful condition precedent to the approval and development of the project. The Developer further expressly acknowledges that the approval of the project by the City and the willingness of the City to execute this Agreement are both the result of the Developer's request that the City accommodate the Developer's desire to complete the project. The Developer acknowledges that the City had no obligation to construct the Excess Improvements and that the Developer chose, without coercion and of its own volition, to complete the Excess Improvements, knowing that they were necessary to provide adequate stormwater drainage for the project.

2. **Stormwater Drainage System Improvements.** The improvements which are being constructed by the Developer which are part of the City's stormwater drainage system, but which are in excess of the improvements necessary to accommodate the impact of the Developer's development are described in Exhibit A to this Agreement. The improvements described in Exhibit A are referred to as the "Excess Improvements." The reimbursement to the Developer set forth in this Agreement is contingent upon the inspection and acceptance of the Excess Improvements by the City.

3. **Potential Reimbursement.** Pursuant to the current Riverton City Impact Fee Capital Facilities Plan, and Impact Fee Analysis, the City may reimburse the Developer for the Excess Improvements. The parties hereby acknowledge and agree that the total potential reimbursement that may become payable to the Developer is \$218,291.00. This sum represents the estimated total cost of the Excess Improvements as described in Exhibit A to this Agreement. The parties agree that the total potential reimbursement shall be calculated based upon standard City prices and cost estimates.

4. **City Option to Collect Fees for Reimbursement.** The Developer acknowledges that any future reimbursement to be remitted to the Developer shall result from the payment of stormwater drainage impact fees that are required of future development. Neither this Agreement nor the Developer's conditional right to future reimbursement as set forth in this Agreement, limit the City's right to require future developer's to construct stormwater drainage improvements, or to negotiate any other agreement with said developers in lieu of requiring stormwater drainage impact fee payments to the City. The City expressly reserves the right to decide whether future developers will:
 - a. Pay stormwater drainage fees, which may be paid to the Developer as reimbursement as set forth in this Agreement;
 - b. Construct improvements to the stormwater drainage system in lieu of the payment of stormwater drainage impact fees; or
 - c. Meet any other condition in lieu of the payment of stormwater drainage impact fees.

5. **Allocation and Payment of Collected Impact Fees.** Upon acceptance of the improvements the City agrees to pay the Developer is \$218,291.00. Funds shall be paid to the Developer set forth above, unless the City has received written notice of the assignment of this Agreement by the Developer and has received an executed copy of the assignment.
6. **Changes in the Law.** The Developer understands and agrees that the City is not responsible for the payment of any reimbursement if future impact fees cannot be collected because of the action of the State Legislature, or any other legislative body or court.
7. **No Accrual of Interest.** The parties expressly agree that the total potential reimbursement to the Developer, as set forth in this Agreement, has not to the date of this Agreement, and shall not in the future accrue interest.
8. **Notices.** All notices, requests, demands, and other communications required under this Agreement, except for normal, daily business communications, shall be in writing. Such written communication shall be effective upon personal delivery to any party or upon being sent by overnight mail service; by facsimile (with verbal confirmation of receipt); or by certified mail, return receipt requested, postage prepaid, and addressed to the respective parties as follows:

If to the Developer: CPZ Hidden Acres, LLC
Contact Name: Scott Satterfield
Street Address: 3601 S 2700 W Suite G128
City, State & Zip West Valley City, UT 84119
Phone: 801-871-2352
EIN #: 3848893

If to the City: Riverton City
Attn: City Engineer
12526 South 4150 West.
Riverton City, Utah 84065
Telephone: (801) 208-3137
Facsimile: (801) 987-8743

Either party may change its address for purposes of this Agreement by giving written notice to the other party.

9. **Entire Agreement.** This Agreement contains the entire agreement between the parties and expressly supercedes any prior agreements between the City and the Developer regarding the subject matter contained herein. No statement, promise or inducements made by either party or agents for either party, which are not contained in this written Agreement, shall be binding or valid. This Agreement may not be enlarged, modified, or altered, except in writing signed by both parties.
10. **Assignment.** The Developer's right to receive reimbursement as set forth in this Agreement may be assigned to another person or entity by the written assignment of the Developer and upon the Developer's delivery of written notice and a copy of the written assignment to the City. The written notice of assignment and the copy of the executed assignment shall be delivered to the Public Works Director and to the City Attorney's Office.
11. **No Third Party Beneficiary.** This Agreement is not intended to create, nor shall it be deemed to create, any right in any person or entity who is not a party to this Agreement and shall be construed in any respect to be a contract in whole or in part for the benefit of any third party.
12. **Severability.** If any portion of this Agreement is declared invalid by a court of competent jurisdiction, the remaining portions shall not be effected thereby, but shall remain in full force and effect.
13. **Governing Law.** This Agreement shall be interpreted and construed in accordance with the laws of the State of Utah.
14. **No Joint Venture.** This Agreement does not create, and shall not be construed to create, a joint venture by the parties and no separate government entity is established by this agreement.
15. **Term of Agreement.** This Agreement shall remain in force until such time as the Developer has received the reimbursement as set forth in paragraph 3 above or seven (7) years from the date that this Agreement is executed, whichever shall occur first. Also, the City may terminate this Agreement, at its sole discretion, if the Developer ceases operation or is no

longer a legal entity, and Developer has not assigned its rights pursuant to paragraph 10 of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

RIVERTON CITY

Bill Applegarth, Mayor

Attest:

Virginia Loader, City Recorder

DEVELOPER

Signature

Signature Name

Title

County of _____)

On this _____ day of _____, 20_____, personally appeared before me _____ [name(s) of person(s)], whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the _____ [title], of _____ [name of partnership], a partnership, and that the foregoing instrument was duly authorized by the partnership at a lawful meeting held or by authority of its bylaws and signed in behalf of said partnership

Notary Public

COMPLETE ONLY IF APPLICANT IS A LIMITED LIABILITY COMPANY (delete this line, it is only indicating the type of certificate)

State of _____)

:ss

County of _____)

On this _____ day of _____, 20_____, personally appeared before me _____ [name(s) of person(s)], whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the _____ [title], of _____ [name of limited liability company], a limited liability company, by authority of its members or its articles of organization, and he/she acknowledged to me that said limited liability company executed the same.

Notary Public

COMPLETE ONLY IF APPLICANT IS A TRUST (delete this line, it is only indicating the type of certificate)

State of _____)

:ss

County of _____)

On this _____ day of _____, 20_____, personally appeared before me _____ [name(s) of person(s)], whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the trustee of _____ [name of trust] and that the foregoing instrument was signed in behalf of said trust and he/she acknowledged to me that said trust executed the same.

Notary Public

EXHIBIT A Storm Drain Reimbursement for Excess Improvements

SUBDIVISION: Hidden Acres

Date: April 29, 2015

of Lots : 20
Plat Area : 13.46 ac
Impact Unit Fee : \$ 5,699 /ac

Detention Facility Allocations from Capital Facility Plan (13200S 3340W per 2010 City-Wide Impact Fee Analysis)

	AMOUNT
	\$295,000

Hidden Acres Subdivision Impact Fee Obligation

Area (acres)	Basin Fee (per Acre)	Total Fee
13.46 ac	\$ 5,699.00	\$76,709

Amount Eligible for Reimbursement for excess improvements

DESCRIPTION	AMOUNT
Detention Facility Allocations from Capital Facility Plan	\$295,000
Hidden Acres Subdivision Impact Fee Obligation	(\$76,709)
Reimbursement for excess improvements	\$218,291



Issue Paper

Item No. 4.12

Presenter/Submitted By:	Ryan Carter, City Attorney	
Subject: Approve a second amendment to an existing water use agreement with Draper Irrigation Company.	Meeting Date: May 5, 2015	
	Fiscal Impact: N/A	
	Funding Source: N/A	
<p>Background:</p> <p>On November 9, 2002, Riverton City and the Draper Irrigation Company entered into a mutual water use agreement. The agreement allowed the Draper Irrigation Company to take temporary control of Riverton's water rights to an existing buried water pipeline that was previously used to transport water from the Bear Canyon area westerly to its place of use in Riverton City. Prior to entering the agreement, Riverton City determined that the water quality was too poor to serve the community.</p> <p>Because Riverton could no longer use the water rights, it desired to get some type of value or benefit for giving up said water rights. In exchange for Riverton's water rights to the Bear Canyon pipeline, the Draper Irrigation Company agreed to transfer certain Utah Lake water rights to Riverton City. Due to existing statutory law, Riverton City was not allowed to sell its water rights directly for monetary value. Thus, this type of exchange would allow the rights to be transferred while the City still received some type of benefit.</p> <p>In order to permanently transfer Riverton's water rights, a plan was developed where the water would be used by Draper Irrigation Company on a temporary basis until a permanent exchange order could be approved both on a local level and state level. On June 5, 2014, Riverton City approved the permanent exchange order. The order has since been approved on a state level.</p> <p>This matter is now here before the City to close on the Agreement and transfer/convey actual title. The transfer will include the water rights and all piping used to transport the water. The amendment before the City Council was anticipated as a way to ensure that the water rights/use would not be lost or forfeited by nonuse. With the transfer, Riverton City conveys all rights to its use, maintenance, repair and replacement obligations.</p>		
<p>Recommendation:</p> <p>By Resolution No. 15-41, approve a second amendment to the existing water use agreement with Draper Irrigation Company.</p>		
<p>Recommended Motion:</p> <p>"I move the City Council approve <u>Resolution No. 15-42</u> - Authorizing approval of a Second Amendment to the existing Water Use Agreement with Draper Irrigation Company."</p>		

RIVERTON CITY, UTAH
RESOLUTION NO. 15-42

**A RESOLUTION AUTHORIZING A SECOND AMENDMENT TO AN
EXISTING WATER USE AGREEMENT WITH
DRAPER IRRIGATION COMPANY**

WHEREAS, on November 9, 2002, Riverton City and the Draper Irrigation Company entered into a mutual water use agreement. The agreement allowed the Draper Irrigation Company to take temporary control of Riverton's water rights to an existing buried water pipeline that was previously used to transport water from the Bear Canyon area westerly to its place of use in Riverton City. Prior to entering the agreement, Riverton City determined that the water quality was too poor to serve the community; and

WHEREAS, because Riverton City could no longer use the water rights, it desired to get some type of value or benefit for giving up said water rights. In exchange for Riverton's water rights to the Bear Canyon pipeline, the Draper Irrigation Company agreed to transfer certain Utah Lake water rights to Riverton City.

WHEREAS, due to existing statutory law, Riverton City was not allowed to sell its water rights directly for monetary value. Thus, this type of exchange would allow the rights to be transferred while the City still received some type of benefit; and

WHEREAS, in order to permanently transfer Riverton's water rights, a plan was developed where the water would be used by Draper Irrigation Company on a temporary basis until a permanent exchange order could be approved both on a local level and state level.

WHEREAS, on June 5, 2014, Riverton City approved the permanent exchange order as an Amendment to the Water Use Agreement. The order has since been approved on a state level; and

WHEREAS, the parties now desire to enter into a Second Amendment where Riverton City agrees to transfer/convey actual title; and

WHEREAS, the water rights include two portions: (1) a segment of the pipeline running from the pipeline intake, which is approximately 580 feet north and 2,095 feet east of the southwest corner of Section 27, T3s, R1E, SLM northwesterly to an existing water storage tank, which is approximately 1,250 feet north and 300 feet east of said corner (a lineal distance of approximately 2,100 feet), and (2) a segment of the pipeline running from 700 East Street westerly along 12300 South Street (which street is also known as Highway 71) to the Jordan River, in Salt Lake County, Utah (a lineal distance of approximately 13,500 feet),

WHEREAS, for good and valuable consideration, Riverton City agrees to transfer/convey all rights to use, maintain, repair and replace these two portions of the pipeline described above.

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

1. The Riverton City Council hereby approves and authorizes the Second Amendment to the Water Use Agreement entered into between Riverton City and the Draper Irrigation Company.
2. This resolution shall become effective upon passage.

PASSED AND ADOPTED by the City Council of Riverton, Utah, on this ____ day of _____ 2015 by the following vote:

	YES	NO	ABSTAIN	ABSENT
Council Member Brent Johnson	_____	_____	_____	_____
Council Member Trent Staggs	_____	_____	_____	_____
Council Member Sheldon Stewart	_____	_____	_____	_____
Council Member Tricia Tingey	_____	_____	_____	_____
Council Member Paul Wayman	_____	_____	_____	_____

RIVERTON CITY

[SEAL]

ATTEST:

Bill Applegarth, Mayor

**Virginia Loader, MMC
Recorder**

SECOND AMENDMENT TO WATER USE AGREEMENT

This Second Amendment to Water Use Agreement (“**Amendment**”) is entered into as of _____, 2015 (the “**Effective Date**”) by and between RIVERTON CITY, a Utah municipal corporation (“**City**”), and DRAPER IRRIGATION COMPANY, a Utah nonprofit corporation (“**Company**”), each referred to hereinafter as a “**Party**” and collectively referred to as the “**Parties**.”

RECITALS

A. The Parties entered into a Water Use Agreement dated November 9, 2002 (the “**Agreement**”) concerning certain Water Rights owned by City.

B. The Agreement was amended by an Amendment to Water Use Agreement dated June 5, 2014 (the “**First Amendment**”).

C. On February 11, 2015, the DWR approved the Change Application, under conditions that are acceptable to both Parties.

D. City is the owner of a buried water pipeline that previously was used to transport the Water Rights owned by City from their points of diversion in Bear Canyon westerly to their place of use in Riverton City. The ~~Pipeline~~pipeline is of various diameters and extends approximately 32,000 feet in length along 12300 South Street. ~~That portion of the pipeline running~~Those portions of the pipeline running (1) from the pipeline intake, which is approximately 580 feet north and 2,095 feet east of the southwest corner of Section 27, T3S, R1E, SLM, northwesterly to an existing water storage tank, which is approximately 1,250 feet north and 300 feet east of said corner (a lineal distance of approximately 2,100 feet), and (2) from 700 East Street westerly along 12300 South Street (which street is also known as Highway 71) to the Jordan River (a lineal distance of approximately 13,500 feet)-is), are referred to herein collectively as the “**Pipeline**.”

E. The Parties desire to further amend the Agreement and the First Amendment as provided herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, and other good and valuable consideration, the Parties, incorporating the Recitals set forth above, agree as follows:

1. Amendment of Agreement. As contemplated in Section 15 of the Agreement, the Agreement, as previously amended by the First Amendment, is hereby further amended as provided in this Amendment. Capitalized terms herein that are not expressly defined herein shall

have the same meanings as specified in the Agreement or the First Amendment, as the case may be. In the event of any conflict between the terms of the Agreement as previously amended by the First Amendment and the terms of this Amendment, the terms of this Amendment shall control.

2. Transfer of Pipeline. At the Closing, City shall, as part of the exchange described in Section 4 of the First Amendment, also transfer the Pipeline to Company, together with all of City's rights to use, maintain, repair and replace the Pipeline, by a Bill of Sale substantially in the form of Exhibit A hereto (the "**Bill of Sale**"). Such transfer shall be made without any warranties of any kind by City.

3. Modification of Closing Procedures. Subsections 4(a), 4(b), 4(d), 4(e) and 4(f) are, respectively, hereby replaced in their entirety with the following subsections:

a. The exchange shall occur not later than 60 days after the Effective Date of this Amendment.

b. City shall convey the Water Rights to Company using a duly executed deed substantially in the form of Exhibit B to the First Amendment. City shall transfer the Pipeline to Company using the duly executed Bill of Sale.

d. The exchange of the Water Rights and the Pipeline for the Shares shall be completed at a closing (the "**Closing**") to be held at a time and place mutually agreed to by the Parties, but not later than the deadline set forth in Section 4.a above. The date on which the Closing occurs shall be the "**Closing Date**."

e. After the Closing, Company, as the owner of the Water Rights and the Pipeline, shall be free to use the Water Rights and the Pipeline as Company sees fit, and City, as the owner of the Shares, shall be free to use the Shares as City sees fit. Each Party shall be responsible after the Closing for pursuing and obtaining at its sole expense any further change applications or other approvals necessary for the Party's use of its post-Closing assets.

f. Company shall pay any and all fees and assessments related to the Water Rights and the Pipeline that become due after the Closing Date, and City shall pay any and all fees and assessments related to the Shares that become due after the Closing Date.

4. Continuation and Ratification of Amended Agreement. The Agreement, as previously amended by the First Amendment, shall remain unchanged in all other respects and shall continue in full force and effect as amended herein. The Parties hereby ratify and confirm all provisions of the Agreement and the First Amendment as amended hereby.

5. Authority. Each of the Parties represents and warrants that the person or persons signing this Amendment have the necessary authority to do so and to obligate that Party as provided herein.

6. Counterparts. This Amendment may be executed simultaneously or in two counterparts, each of which shall be deemed an original and both of which together shall constitute one and the same instrument.

7. Electronic Signatures. This Amendment may be executed by original, facsimile or electronic signatures, each of which when affixed or delivered shall be deemed to be an original that is enforceable against the executing Party.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Effective Date.

City:

RIVERTON CITY, a Utah municipal corporation

By _____
William R. Applegarth, Mayor

Attest _____
City Recorder

Company:

DRAPER IRRIGATION COMPANY, a Utah non-profit corporation

By _____
Name _____
Title _____

Exhibit A

Bill of Sale

BILL OF SALE
(Water Pipeline)

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, RIVERTON CITY, also known as the TOWN OF RIVERTON and the TOWN OF RIVERTON, UTAH, a Utah municipal corporation (“City”), hereby exchanges, transfers, conveys and assigns to DRAPER IRRIGATION COMPANY, a Utah nonprofit corporation whose address is P.O. Box 156, Draper, Utah 84020 (“Company”), ~~a portion~~two portions of an existing buried water pipeline that previously was used to transport water from the Bear Canyon area westerly to its place of use in Riverton City, said ~~portion being~~portions being (1) that segment of the pipeline running from the pipeline intake, which is approximately 580 feet north and 2,095 feet east of the southwest corner of Section 27, T3S, R1E, SLM, northwesterly to an existing water storage tank, which is approximately 1,250 feet north and 300 feet east of said corner (a lineal distance of approximately 2,100 feet), and (2) that segment of the pipeline running from 700 East Street westerly along 12300 South Street (which street is also known as Highway 71) to the Jordan River, in Salt Lake County, Utah (a lineal distance of approximately 13,500 feet), which ~~portion~~is portions are referred to herein collectively as the “Pipeline,” together with all of City’s rights to use, maintain, repair and replace the Pipeline.

This Bill of Sale is given pursuant to that certain Water Use Agreement dated November 9, 2002, as amended by that certain Amendment to Water Use Agreement dated June 5, 2014 and by that certain Second Amendment to Water Use Agreement dated _____, 2015, the terms and conditions of which shall survive the execution and delivery of this instrument, and is given without any warranties of any kind by City.

Company does hereby accept the exchange, transfer, conveyance and assignment of the Pipeline.

City and Company agree to execute and deliver such additional documents and to take such other actions as may be reasonably necessary to fully accomplish and complete the transfer of the Pipeline from City to Company.

This Bill of Sale may be executed in multiple counterparts, and both counterparts taken together shall be deemed to constitute one and the same document.

This instrument shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized representatives as of the _____ day of _____, 2015.

City:

RIVERTON CITY, a Utah municipal corporation

By _____
William R. Applegarth, Mayor

Attest _____
City Recorder

Company:

DRAPER IRRIGATION COMPANY, a Utah non-profit corporation

By _____
Name _____
Title _____

SECOND AMENDMENT TO WATER USE AGREEMENT

This Second Amendment to Water Use Agreement (“**Amendment**”) is entered into as of _____, 2015 (the “**Effective Date**”) by and between RIVERTON CITY, a Utah municipal corporation (“**City**”), and DRAPER IRRIGATION COMPANY, a Utah nonprofit corporation (“**Company**”), each referred to hereinafter as a “**Party**” and collectively referred to as the “**Parties**.”

RECITALS

A. The Parties entered into a Water Use Agreement dated November 9, 2002 (the “**Agreement**”) concerning certain Water Rights owned by City.

B. The Agreement was amended by an Amendment to Water Use Agreement dated June 5, 2014 (the “**First Amendment**”).

C. On February 11, 2015, the DWR approved the Change Application, under conditions that are acceptable to both Parties.

D. City is the owner of a buried water pipeline that previously was used to transport the Water Rights owned by City from their points of diversion in Bear Canyon westerly to their place of use in Riverton City. The pipeline is of various diameters and extends approximately 32,000 feet in length along 12300 South Street. Those portions of the pipeline running (1) from the pipeline intake, which is approximately 580 feet north and 2,095 feet east of the southwest corner of Section 27, T3S, R1E, SLM, northwesterly to an existing water storage tank, which is approximately 1,250 feet north and 300 feet east of said corner (a lineal distance of approximately 2,100 feet), and (2) from 700 East Street westerly along 12300 South Street (which street is also known as Highway 71) to the Jordan River (a lineal distance of approximately 13,500 feet), are referred to herein collectively as the “**Pipeline**.”

E. The Parties desire to further amend the Agreement and the First Amendment as provided herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, and other good and valuable consideration, the Parties, incorporating the Recitals set forth above, agree as follows:

1. Amendment of Agreement. As contemplated in Section 15 of the Agreement, the Agreement, as previously amended by the First Amendment, is hereby further amended as provided in this Amendment. Capitalized terms herein that are not expressly defined herein shall have the same meanings as specified in the Agreement or the First Amendment, as the case may

be. In the event of any conflict between the terms of the Agreement as previously amended by the First Amendment and the terms of this Amendment, the terms of this Amendment shall control.

2. Transfer of Pipeline. At the Closing, City shall, as part of the exchange described in Section 4 of the First Amendment, also transfer the Pipeline to Company, together with all of City's rights to use, maintain, repair and replace the Pipeline, by a Bill of Sale substantially in the form of Exhibit A hereto (the "**Bill of Sale**"). Such transfer shall be made without any warranties of any kind by City.

3. Modification of Closing Procedures. Subsections 4(a), 4(b), 4(d), 4(e) and 4(f) are, respectively, hereby replaced in their entirety with the following subsections:

a. The exchange shall occur not later than 60 days after the Effective Date of this Amendment.

b. City shall convey the Water Rights to Company using a duly executed deed substantially in the form of Exhibit B to the First Amendment. City shall transfer the Pipeline to Company using the duly executed Bill of Sale.

d. The exchange of the Water Rights and the Pipeline for the Shares shall be completed at a closing (the "**Closing**") to be held at a time and place mutually agreed to by the Parties, but not later than the deadline set forth in Section 4.a above. The date on which the Closing occurs shall be the "**Closing Date**."

e. After the Closing, Company, as the owner of the Water Rights and the Pipeline, shall be free to use the Water Rights and the Pipeline as Company sees fit, and City, as the owner of the Shares, shall be free to use the Shares as City sees fit. Each Party shall be responsible after the Closing for pursuing and obtaining at its sole expense any further change applications or other approvals necessary for the Party's use of its post-Closing assets.

f. Company shall pay any and all fees and assessments related to the Water Rights and the Pipeline that become due after the Closing Date, and City shall pay any and all fees and assessments related to the Shares that become due after the Closing Date.

4. Continuation and Ratification of Amended Agreement. The Agreement, as previously amended by the First Amendment, shall remain unchanged in all other respects and shall continue in full force and effect as amended herein. The Parties hereby ratify and confirm all provisions of the Agreement and the First Amendment as amended hereby.

5. Authority. Each of the Parties represents and warrants that the person or persons signing this Amendment have the necessary authority to do so and to obligate that Party as provided herein.

6. Counterparts. This Amendment may be executed simultaneously or in two counterparts, each of which shall be deemed an original and both of which together shall constitute one and the same instrument.

7. Electronic Signatures. This Amendment may be executed by original, facsimile or electronic signatures, each of which when affixed or delivered shall be deemed to be an original that is enforceable against the executing Party.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Effective Date.

City:

RIVERTON CITY, a Utah municipal corporation

By _____
William R. Applegarth, Mayor

Attest _____
City Recorder

Company:

DRAPER IRRIGATION COMPANY, a Utah non-profit corporation

By _____
Name _____
Title _____

Exhibit A

Bill of Sale

BILL OF SALE
(Water Pipeline)

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, RIVERTON CITY, also known as the TOWN OF RIVERTON and the TOWN OF RIVERTON, UTAH, a Utah municipal corporation (“City”), hereby exchanges, transfers, conveys and assigns to DRAPER IRRIGATION COMPANY, a Utah nonprofit corporation whose address is P.O. Box 156, Draper, Utah 84020 (“Company”), two portions of an existing buried water pipeline that previously was used to transport water from the Bear Canyon area westerly to its place of use in Riverton City, said portions being (1) that segment of the pipeline running from the pipeline intake, which is approximately 580 feet north and 2,095 feet east of the southwest corner of Section 27, T3S, R1E, SLM, northwesterly to an existing water storage tank, which is approximately 1,250 feet north and 300 feet east of said corner (a lineal distance of approximately 2,100 feet), and (2) that segment of the pipeline running from 700 East Street westerly along 12300 South Street (which street is also known as Highway 71) to the Jordan River, in Salt Lake County, Utah (a lineal distance of approximately 13,500 feet), which portions are referred to herein collectively as the “Pipeline,” together with all of City’s rights to use, maintain, repair and replace the Pipeline.

This Bill of Sale is given pursuant to that certain Water Use Agreement dated November 9, 2002, as amended by that certain Amendment to Water Use Agreement dated June 5, 2014 and by that certain Second Amendment to Water Use Agreement dated _____, 2015, the terms and conditions of which shall survive the execution and delivery of this instrument, and is given without any warranties of any kind by City.

Company does hereby accept the exchange, transfer, conveyance and assignment of the Pipeline.

City and Company agree to execute and deliver such additional documents and to take such other actions as may be reasonably necessary to fully accomplish and complete the transfer of the Pipeline from City to Company.

This Bill of Sale may be executed in multiple counterparts, and both counterparts taken together shall be deemed to constitute one and the same document.

This instrument shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized representatives as of the _____ day of _____, 2015.

City:

RIVERTON CITY, a Utah municipal corporation

By _____
William R. Applegarth, Mayor

Attest _____
City Recorder

Company:

DRAPER IRRIGATION COMPANY, a Utah non-profit corporation

By _____
Name _____
Title _____

RECORDING REQUESTED BY AND
AFTER RECORDING PLEASE RETURN TO:
Draper Irrigation Company
P.O. Box 156
Draper, Utah 84020

APN: N/A

WATER RIGHT DEED

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, RIVERTON CITY, also known as the TOWN OF RIVERTON and the TOWN OF RIVERTON, UTAH, a Utah municipal corporation (“Grantor”), hereby conveys and warrants to DRAPER IRRIGATION COMPANY, a Utah nonprofit corporation whose address is P.O. Box 156, Draper, Utah 84020 (“Grantee”), the following-described water rights whose points of diversion and places of use are located in Salt Lake County, State of Utah:

Certificated Water Right No. **57-3364**, as such right is more particularly defined in the official records of the Utah Division of Water Rights.

Water Right No. **57-10439** and Grantor’s portion of Water Right No. **57-10415**, which together constitute the decreed right to continuously divert and use the first 234,720 gallons per day (or 0.363 cubic feet per second) of water from Bear Canyon Creek, a natural stream of water arising in the mountains east of Draper, Utah, on a constant flow basis, plus 1/6 of any flows in said creek above 0.363 cubic feet per second, pursuant to the December 19, 1919 Findings of Fact and Conclusions of Law and Decree of the Third Judicial District Court for Salt Lake County, Utah in the matter of Riverton Pipe Line Co. v. Bear Canyon Pipe Line Co., Civil No. 22709, which decree allocated ownership of all of the flows of said Bear Canyon Creek, and which decree was affirmed by the Utah Supreme Court in Riverton Pipe Line Co. v. Bear Canyon Pipe Line Co., 196 P. 1004 (Utah 1921).

Grantor also hereby assigns to Grantee all of Grantor’s right, title and interest in and to Application for Permanent Change of Water number **a39978**, which application was approved by the Utah Division of Water Rights on February 11, 2015.

[The remainder of this page is intentionally blank]

IN WITNESS WHEREOF, Grantor has executed this instrument on the _____ day of _____, 2015.

Grantor:

RIVERTON CITY, a Utah municipal corporation

By _____
William R. Applegarth, Mayor

Attest _____
Virginia Loader, City Recorder

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

The foregoing instrument was acknowledged before me on the _____ day of _____, 2015, by William R. Applegarth, in his capacity as the Mayor of RIVERTON CITY, a Utah municipal corporation, on behalf of said corporation.

[SEAL]

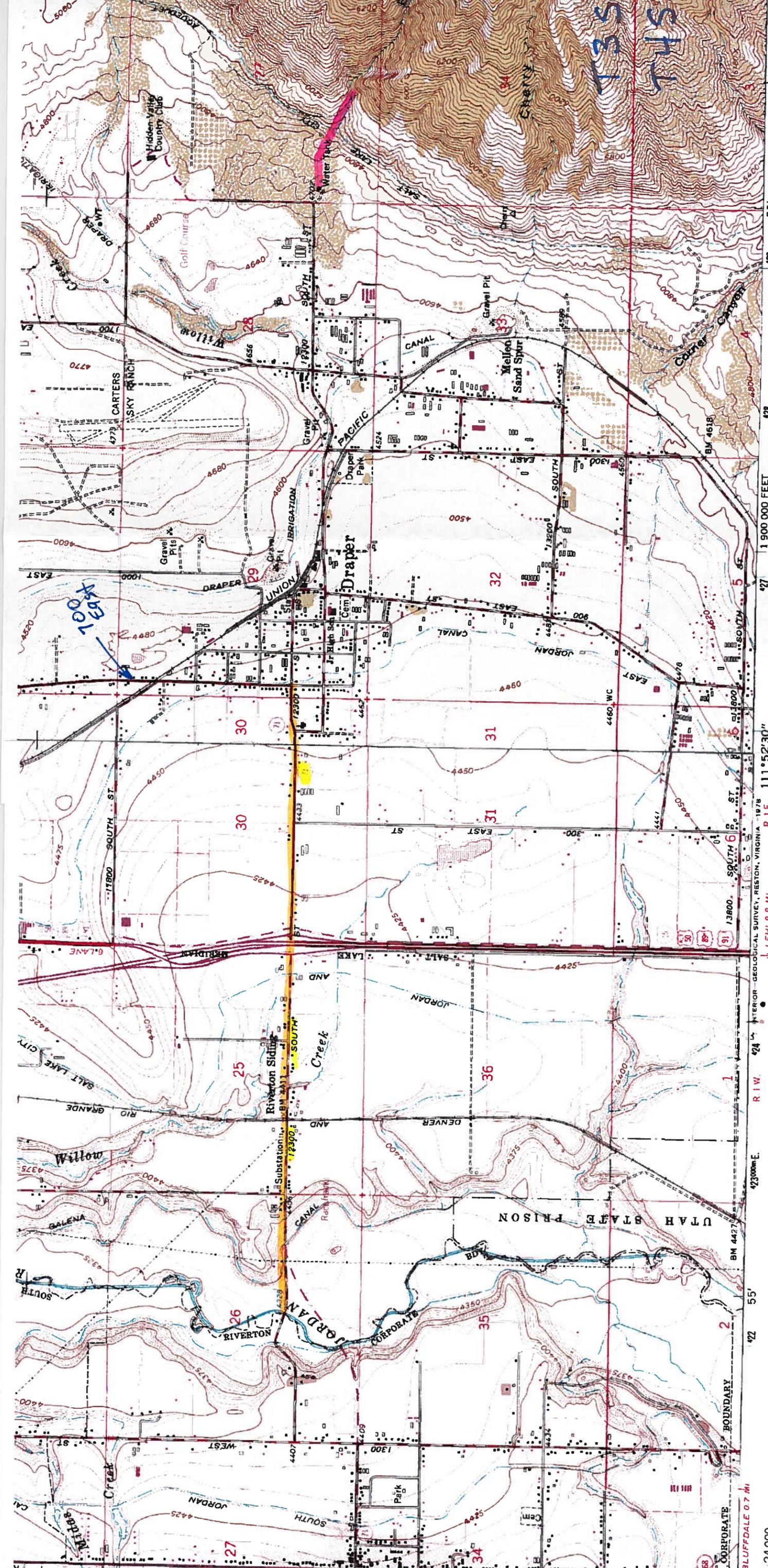
NOTARY PUBLIC

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

The foregoing instrument was acknowledged before me on the _____ day of _____, 2015, by Virginia Loader, in her capacity as the City Recorder of RIVERTON CITY, a Utah municipal corporation, on behalf of said corporation.

[SEAL]

NOTARY PUBLIC



T35
T45

1500
1400

UT Scale: 1" = 0.379Mi 610Mt 2,000Ft, 1 Mi = 2.640", 1 cm = 240Mt

LEHI 8.8 MI RESTON, VIRGINIA 1976 R.I.E. 111°52'30"

AMERICAN FORK 12 MI.

R.I.W. 424

BLUFFDALE 0.7 MI

1:24,000
0.9MI 610Mt 2,000Ft, 1 MI = 2.640", 1 cm = 240Mt 1 MI F