



RIVERTON CITY REGULAR CITY COUNCIL MEETING & WORK SESSION AGENDA

January 7, 2014

Notice is hereby given that the Riverton City Council will hold an **Oath of Office Ceremony beginning at 6:30 pm** and a **Regular City Council Meeting beginning at 6:45 pm** on **January 7, 2014**, at Riverton City Hall, located at 12830 South 1700 West, Riverton, Utah.

1. GENERAL BUSINESS

1. Call to Order and Roll Call
2. Pledge of Allegiance
3. Presentations/Reports
 1. Recognition of Boy Scout Troops
 2. Riverton Choice Awards for Excellence in Education – Oquirrh Hills Middle School –
Council Member Brent Johnson
4. Public Comments

2. STAFF REPORTS

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

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

1. **Public Hearing** – Proposed rezone of 23.71 acres of property located near 12939 South Sunday Drive be rezoned from R-1 (Residential 1 acre minimum lot size) and RR-22 (Residential ½ acre minimum lot size) to R-4-SD (Residential single family, min. lot size of 10,000 SF with specific development designations), and designate said property as MDR in the Riverton City General Plan, Taylor Spendlove representing Brighton Homes, Applicant - *Jason Lethbridge, Planning Manager – Continued from RCCM 12-03-13*
 1. **Ordinance No. 13-23** – Approving rezone of 23.71 acres located at 12939 South Sunday Drive be rezoned from R-1 (Residential 1 acre minimum lot size) and RR-22 (Residential ½ acre minimum lot size) to R-4-SD (Residential single family, min. lot size of 10,000 SF with specific development designations), and designate said property as MDR in the Riverton City General Plan, Taylor Spendlove representing Brighton Homes, Applicant

4. DISCUSSION/ACTION ITEMS

1. **Final Site Plan Approval**, Summerwood Estates Phase 4, located at 13200 South 3600 West, 39 lots, Ivory Development, LLC., Applicant - *Jason Lethbridge, Planning Manager – Continued from RCCM 12-03-13*
2. **Resolution No. 14-09** – Election and appointment of a Mayor Pro Tempore – *Ryan Carter, City Attorney*

5. CONSENT AGENDA

1. **Minutes:** RCCM 12-03-13
2. **Bond Releases:**
 1. Crest Commercial/Nuttals – 90 % Performance Release
 2. Mountainview Ranch – 100% Warranty Release
 3. Burt Brothers Tires/SMP – 90% Performance Release

3. **Resolution No. 14-01** – Confirming the Mayor’s appointment of a Treasurer and a Recorder – *Virginia Loader, Recorder*
4. **Resolution No. 14-02** - Authorizing the City to enter into an Interlocal Agreement with Salt County for an Aerial LiDAR (Light Detection and Ranging) Survey of the City – *Trace Robinson, PW Director*
5. **Resolution No. 14-03** - Approving the execution of a Stormwater Drainage Impact Fee Reimbursement Agreement between Riverton City and Auburn Fields at Cedar Hollow LLC - *Trace Robinson, PW Director*
6. **Resolution No. 14-04** – License Agreement between Riverton City and Utah Salt Lake Canal Co. for the Riverton Village Storm Drain Project - *Trace Robinson, PW Director*
7. **Resolution No. 14-05** – Authorizing the City to enter into a contract with Owell Precast to furnish and install a precast concrete fence at Autumn Hills Park and the Main City Park - *Craig Calvert, Purchasing Manager*
8. **Resolution No. 14-06** – Declaring identified property of Riverton City as surplus - *Craig Calvert, Purchasing Manager*
9. **Resolution No. 14-07** – Granting authority to issue a purchase order to Lewis Bus Group for the purchase of a 14 passenger shuttle bus - *Craig Calvert, Purchasing Manager*
10. **Resolution No. 14-08** – Interlocal Agreement between Riverton City and Salt Lake County for Stormwater Public Outreach and Participation Services - *Trace Robinson, PW Director*
11. **Resolution No. 14-10** – Amending the effective date of Resolution No. 13-62 to the date of January 7, 2014 – *Ryan Carter, City Attorney*

6. ELECTED OFFICIAL REPORTS

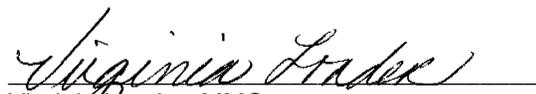
1. Mayor Bill Applegarth
2. Council Member Brent Johnson
3. Council Member Trent Staggs
4. Council Member Sheldon Stewart
5. Council Member Roy Tingey
6. Council Member Paul Wayman

7. UPCOMING MEETINGS

1. January 14, 2014 – Work Session – 6:30 p.m.
2. January 21, 2014 – Regular City Council Meeting/Work Session – 6:30 p.m.
3. February 4, 2014 – Regular City Council Meeting/Work Session – 6:30 p.m.
4. February 11, 2014 – Work Session - 6:30 p.m.

8. ADJOURN

Dated this 2nd day of January 2014


 Virginia Loader, MMC
 Riverton City Recorder

Public Comment Procedure

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

In compliance with the Americans with Disabilities Act, individuals needing special accommodations or assistance during this meeting shall notify the City Recorder's Office at 801-208-3126, at least 24 hours prior to 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 2nd day of January 2014

**Virginia Loader, MMC
Recorder**

To receive City Council Agendas electronically, please email your request to
vloader@rivertoncity.com



Riverton City Choice Awards

Featuring Oquirrh Hills Middle School

January 2014

Girl Student: Brynnli Kitchen is one of OHMS Student Body Officers this year. She is very committed to helping other students have a successful year. She is an officer in the OHMS Dance Company as well as an excellent student. Wherever you find Brynnli in the school, she will have a smile on her face and will be likely serving others. A 4.0 student, Brynnli is a great leader, in spite of all the out of class demands on her time.

Boy Student: Stratton Butterfield has been instrumental in the huge success of our "Oquirrhfest" fundraising efforts for 2013. He is always willing to pitch in and go the extra mile to make sure our activities are a success. He is a great friend to everyone here at Oquirrh Hills. Stratton has a 4.0 GPA and is a pleasure to have in class.

Educator: Lauren Peacock is an outstanding educator at Oquirrh Hills Middle School. She is constantly looking at ways to improve classroom instruction throughout the building and increase student achievement. She has been instrumental in the development of our weekly TA Intervention time, ZAP and teacher professional development. She approaches teaching with a positive attitude that works wonders both with her students and her colleagues. She is a tremendous asset to our school.



Issue Paper

Item No. 3.1

Presenter/Submitted By:	Jason Lethbridge, Planning Manager	
Subject: REZONE & GENERAL PLAN AMENDMENT, REZONE 23.71 ACRES LOCATED AT 12939 SOUTH SUNDAY DRIVE FROM R-1 (RESIDENTIAL SINGLE FAMILY, 1 ACRE MINIMUM LOT SIZE) AND RR-22 (RESIDENTIAL SINGLE FAMILY, ½ ACRE MINIMUM LOT SIZE) TO R-4-SD (RESIDENTIAL SINGLE FAMILY, MIN. LOT SIZE OF 10,000 SF WITH SPECIFIC DEVELOPMENT DESIGNATIONS), AND DESIGNATE SAID PROPERTY AS MDR IN THE RIVERTON CITY GENERAL PLAN, TAYLOR SPENDLOVE REPRESENTING BRIGHTON HOMES, APPLICANT.	Meeting Date: January 7, 2014	
	Fiscal Impact: N/A	
	Funding Source: N/A	
Background: <i>Continued from RCCM 12-03-13</i>		
<p>Taylor Spendlove, representing Brighton Homes, has applied for a rezone of 23.71 acres located at 12939 South Sunday Drive, which is currently a private lane. The property is zoned a mix of R-1 and RR-22, which is a single family designation with 1 acre and ½ acre lots respectively. The properties to the north and west are similarly zoned, and the properties to the east and south are zoned commercial. The properties are bordered on the east by a canal.</p> <p>This area has developed as relatively rural, large lots, almost all of which access off of Sunday Drive, a private lane. Access to utilities is limited, and further development has been hampered by this and issues with the private lane. In addition, major power lines and the Kern River Gas line, a massive underground natural gas line, bisect the properties. The Western Springs development to the west includes multi- and single-family units, with single-family development in the 4-6 units per acre range. The area to the east and south in part of Riverton's Western Commercial District, with anticipated commercial and multi-family development in the mid to higher density range.</p>		
Recommendation:		
<p>On November 14, 2013, the Planning Commission voted to recommend APPROVAL of this application.</p>		
Recommended Motion:		
<p>"I move the City Council adopt <u>Ordinance No. 13-23</u> - designating 23.71 acres located at 12939 South Sunday Drive as Medium Density Residential on the General Plan Land Use Map, and rezone the properties from R-1 (Residential Single Family, 1 Acre Minimum Lot Size) and RR-22 (Residential Single Family, ½ Acre Minimum Lot Size) To R-4-SD (Residential Multi-Family, 10,000) with Specific Development Designations as described on Exhibit "A"."</p>		

RIVERTON CITY, UTAH
ORDINANCE NO. 13-23

AN ORDINANCE REZONING 23.71 ACRES LOCATED AT 12939 SOUTH SUNDAY DRIVE FROM R-1 (RESIDENTIAL SINGLE FAMILY, 1 ACRE MINIMUM LOT SIZE) AND RR-22 (RESIDENTIAL SINGLE FAMILY, ½ ACRE MINIMUM LOT SIZE) TO R-4-SD (RESIDENTIAL SINGLE FAMILY, MIN. LOT SIZE OF 10,000 SF WITH SPECIFIC DEVELOPMENT DESIGNATIONS), AND DESIGNATING SAID PROPERTY AS MDR IN THE RIVERTON CITY GENERAL PLAN, TAYLOR SPENDLOVE REPRESENTING BRIGHTON HOMES, APPLICANT

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

WHEREAS, the City Council has held a public hearing to consider said rezone and General Plan 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 for these properties from the current designation of R-1 and RR-22 to R-4-SD (Residential Single Family, Min. Lot Size Of 10,000 sf With Specific Development Designations), and amending the Riverton City General Plan Land Use Map for these properties from Estate Density Residential to Medium Density Residential.

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 changes as shown in Exhibit "A" attached hereto, and Specific Development Designations as described in Exhibit "B" attached hereto, and |
| Section 2. | The Riverton City General Plan Land Use Map is hereby amended to reflect the changes shown in Exhibit "C" attached hereto, and |
| Section 3. | This ordinance shall take effect upon passage. |

PASSED AND ADOPTED by the City Council of Riverton, Utah, and this 7th day of January 2014 by the following vote:

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

RIVERTON CITY

[SEAL]

Bill Applegarth, Mayor

ATTEST:

Virginia Loader, MMC
Recorder

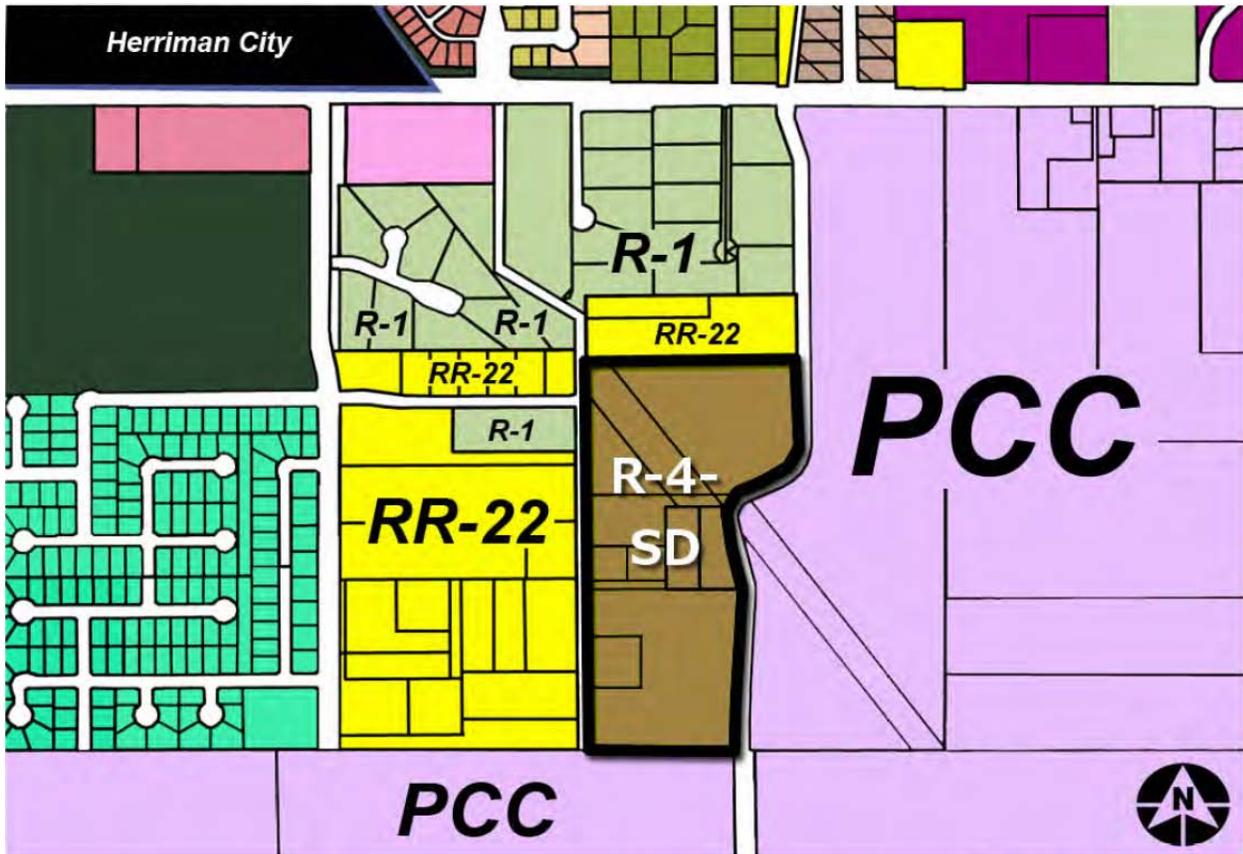


Exhibit A

Exhibit "B" – Specific Development Designations

1. Overall density shall not exceed four (4) units per acre, excluding ground within the project area under separate ownership.
2. Perimeter fencing shall consist of a minimum of six (6) foot solid vinyl on the north and east property lines, with solid masonry along the south.
3. All open space, including utility corridors where allowed by the utility company, shall be included in a landscape plan to be approved as part of the subdivision application.
4. All homes within the development shall meet Riverton City's minimum exterior material standards, with the exception that vinyl siding and aluminum or other metal siding shall be prohibited.
5. Lots shall be configured with a minimum of ½ acre lots along the north property line and a minimum of 1/3 acre lots adjacent Sunday Drive. These lots will comply with the requirements of the RR-22 and R-3 zones respectively.
6. Remaining lots within the development shall comply with the following requirements:

(a) **Permitted uses.**

Single family dwelling.

Accessory uses and buildings customarily incidental to a permitted use.

(b) **Conditional Uses.**

Home Occupations. Public schools churches

(c) **Lot area.**

The minimum lot area shall be 5,000 square feet.

(d) **Lot width.**

The minimum lot width shall be 50 feet measured at the front yard setback line.

(e) **Lot Depth.**

The minimum lot depth shall be 90 feet.

(f) **Front yard.**

Main Building: Twenty (20) foot minimum front yard setback measured to foundation.

(g) **Side yards.**

Main Building: Five (5) feet minimum side yard setback measured to foundation.

On corner lots, the street side yard setback shall be fifteen (15) feet from the right-of-way.

Accessory Buildings: Any and all requirements of Riverton City Ordinance 18.225, Accessory Structures, shall apply.

(h) **Rear yard.**

Main Building: The minimum rear yard setback shall be 15 feet.

Accessory Building: Any and all requirements of Riverton City Ordinance 18.225, Accessory Structures, shall apply.

(i) **Minimum Living Area Square Footage**

The minimum finished living area square footage shall be 900 square feet for a single story dwelling unit and 1,200 square feet for a two story or split level dwelling unit.

(j) **Maximum building height.**

Main Buildings. 35 feet. No dwelling shall contain less than one story.

Accessory buildings. Any and all requirements of Riverton City Ordinance 18.225, Accessory Structures, shall apply.

(k) **Fencing**

Fencing for all residential lots shall be based upon the following criteria:

- i) Rear yard fencing shall be a maximum of six (6) feet in height.
- ii) Fencing constructed within the front yard setback shall a maximum of three (3) feet in height.
- iii) Fencing materials shall consist of stone, brick, stucco, textured concrete, vinyl and /or similar materials.
- iv) Fencing along collector and/or arterial streets shall be constructed to Riverton City standards.



Exhibit C

**RIVERTON CITY
MEMORANDUM**

TO: Honorable Mayor and City Council

FROM: Planning Department

DATE: December 3, 2013

SUBJECT: REZONE & GENERAL PLAN AMENDMENT, REZONE 23.71 ACRES LOCATED AT 12939 SOUTH SUNDAY DRIVE FROM R-1 (RESIDENTIAL SINGLE FAMILY, 1 ACRE MINIMUM LOT SIZE) AND RR-22 (RESIDENTIAL SINGLE FAMILY, ½ ACRE MINIMUM LOT SIZE) TO R-4-SD (RESIDENTIAL SINGLE FAMILY, MIN. LOT SIZE OF 10,000 SF WITH SPECIFIC DEVELOPMENT DESIGNATIONS), AND DESIGNATE SAID PROPERTY AS MDR IN THE RIVERTON CITY GENERAL PLAN, TAYLOR SPENDLOVE REPRESENTING BRIGHTON HOMES, APPLICANT.

PL NO.: 13-4009 – BRIGHTON HOMES REZONE

On November 14, 2013, the Planning Commission voted to recommend APPROVAL of this rezone application. Minutes from that meeting will be distributed once transcribed, and a record of motion is included below. The Planning Commission recommended the following motion:

I move the City Council ADOPT Ordinance #13-23, designating 23.71 acres located at 12939 South Sunday Drive as Medium Density Residential on the General Plan Land Use Map, and rezone the properties from R-1 (Residential Single Family, 1 Acre Minimum Lot Size) and RR-22 (Residential Single Family, ½ Acre Minimum Lot Size) To R-4-SD (Residential Multi-Family, 10,000) with Specific Development Designations as follows:

1. Overall density shall not exceed four (4) units per acre, excluding ground within the project area under separate ownership.
2. Lots shall be configured with a minimum of ½ acre lots along the north property line and a minimum of 1/3 acre lots adjacent Sunday Drive. These lots will comply with the requirements of the RR-22 and R-3 zones respectively.
3. Remaining lots within the development shall comply with the requirements of the SP R-8 zone of the Western Springs Specific Plan, excluding sections (f) Front Yard Setbacks, and (H) Zero Lot Lines, and with a five (5) foot side yard setback.
4. Perimeter fencing shall consist be a minimum of six (6) foot solid vinyl on the north and east property lines, with solid masonry along the south.
5. All open space, including utility corridors where allowed by the utility company, shall be included in a landscape plan to be approved as part of the subdivision application.
6. All homes within the development shall meet Riverton City's minimum exterior material standards, with the exception that vinyl siding and aluminum or other metal siding shall be prohibited.

BACKGROUND

Taylor Spendlove, representing Brighton Homes, has applied for a rezone of 23.71 acres located at 12939 South Sunday Drive, which is currently a private lane. The property is zoned a mix of R-1 and RR-22, which is a single family designation with 1 acre and ½ acre lots respectively. The properties to the north and west are similarly zoned, and the properties to the east and south are zoned commercial. The properties are bordered on the east by a canal.

This area has developed as relatively rural, large lots, almost all of which access off of Sunday Drive, a private lane. Access to utilities is limited, and further development has been hampered by this and issues with the private lane. In addition, major power lines and the Kern River Gas line, a massive underground natural gas line, bisect the properties. The Western Springs development to the west includes multi- and

single-family units, with single-family development in the 4-6 units per acre range. The area to the east and south in part of Riverton's Western Commercial District, with anticipated commercial and multi-family development in the mid to higher density range.

The City recently completed an update to the Riverton City General Plan Land Use Map. In that update process, the Planning Commission recommended a designation of 5-8 units per acre for this area. The City Council discussed a designation of R-4 with a requirement for a Specific Plan, which would mean during the approval process the City would consider ordinances crafted specifically to the proposed development. However, in the final approved plan, the area was instead included in the larger "Future Study Area" applied to the Western Commercial District. This has left unresolved the question of the land use designation for this area. Some of the primary concerns expressed during the General Plan were the potential impacts to existing homes and development within this area from higher densities, and the potential under the "5-8 Units Per Acre" designation for townhomes/condos at the upper end of that range.

In response to the Council's proposed designation requiring a Specific Plan for development of the property, the applicant has included a proposed layout for the development and proposed text to be adopted as SD designations. The proposed lot layout includes ½ lots along the north property, 1/3 acre lots along the proposed Sunday Drive, and the remainder of the lots at 5,000 square feet. There is also open space shown, which is primarily within the Rocky Mountain Power corridor underneath the existing power lines, or over the Kern River Gas corridor.

The proposed SD designations, as submitted by the applicant, includes language on architectural styles and landscaping details, as well as language establishing an architectural review board. This language, and especially the architectural review board requirements, are more appropriate to internal covenants administered by a Home Owners Association than in SD designations for a project of this size. The SD designations should be limited in this situation to establishing minimum zoning requirements for the project, including the proposed 5,000 square foot lots which do not have a corresponding standard Riverton City zone. The zoning requirements as proposed by the applicant include a minimum 5 foot side yard setback, and allows a 15 foot front and rear setback. The applicant has not provided to staff information showing proposed home footprints or concept plans showing buildable areas. In addition, the proposed text appears to allow a range of building materials that contradict Riverton City's standards, which require a minimum amount of hard surfacing, and the text grants authority to an HOA to allow alternative materials.

The minimum lot size as proposed by the applicant is 5,000 square feet, or 1/8- acre, with a minimum lot width of 50 feet. The proposed 5,000 square foot lot sizes are similar to those found in the Western Springs development's SP-R-8 zone, which allows up to 8 units per acre. However, that zone in Western Springs is located entirely on the west side of the Mountain View Corridor. All of the lots within the Western Springs development on the east side of Mountain View and closest to this area are zoned SP-R-6, which requires a minimum of 7,000 square feet and a minimum lot width of 60 feet. Copies of the text of both zones is included below. The Council should consider not simply the proposed layout and distribution of lots, but also whether the 5,000 square foot lots are appropriate to the area. The Planning Commission recommended for approval included the condition that interior lots comply with the SP-R-8 zone, allowing 5,000 square foot lots.

Included below is a copy of the Western Springs SP zones. Staff has also, based on the Planning Commission's recommendation, prepared an exhibit to the ordinance that outlines all of the SD designations as described in the proposed motion. This action addresses the zoning of the property only. Preliminary and final subdivision applications will be reviewed and presented to the Planning Commission and City Council for approval prior to any development or construction on this property.

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
4. An 8.5" x 11" copy of the General Plan Designation
5. An 8.5" x 11" copy of the lot size distribution map and proposed text, submitted by applicant
6. A copy of the Western Springs R-6 and R-8 text.

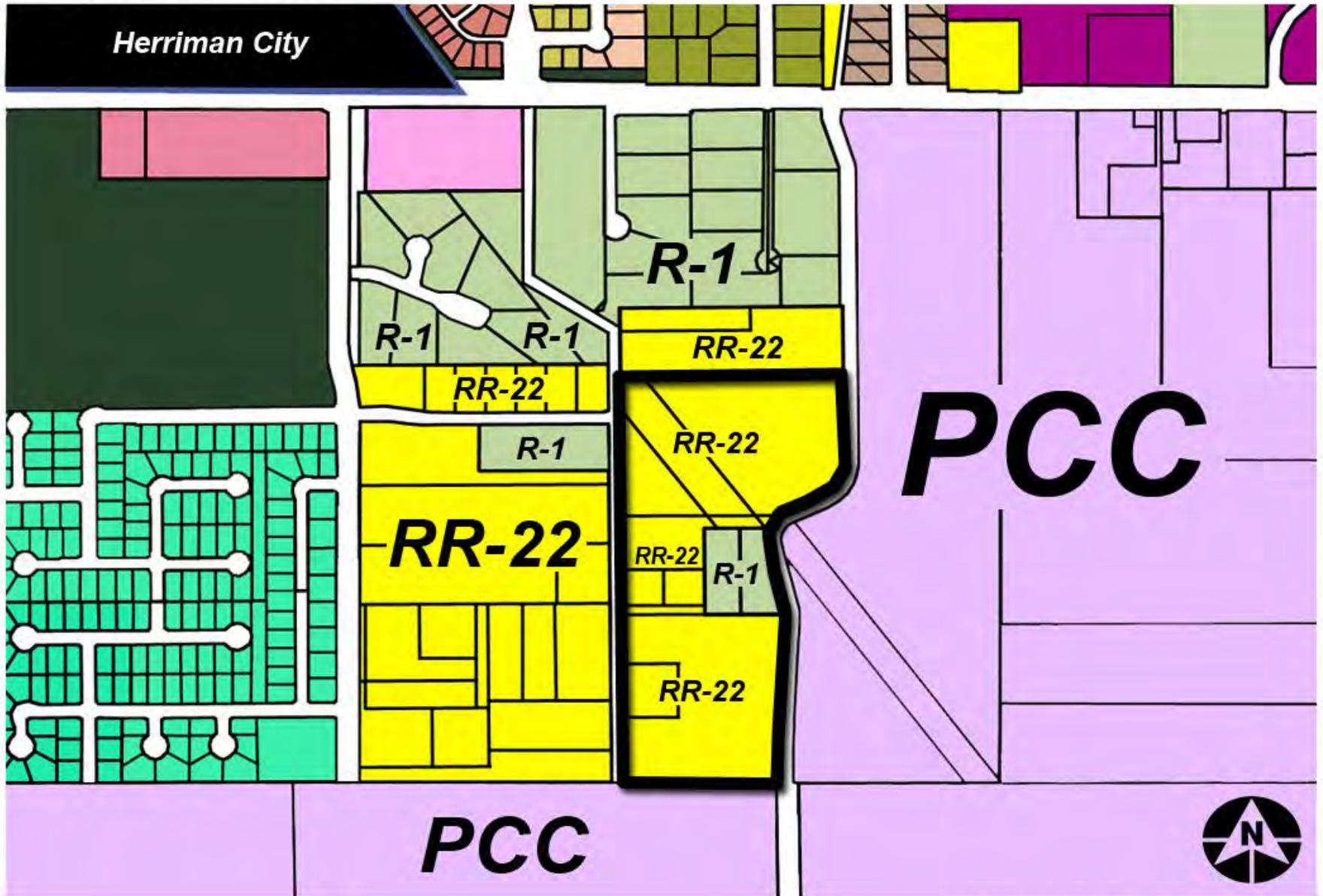
Brighton Rezone



Aerial View

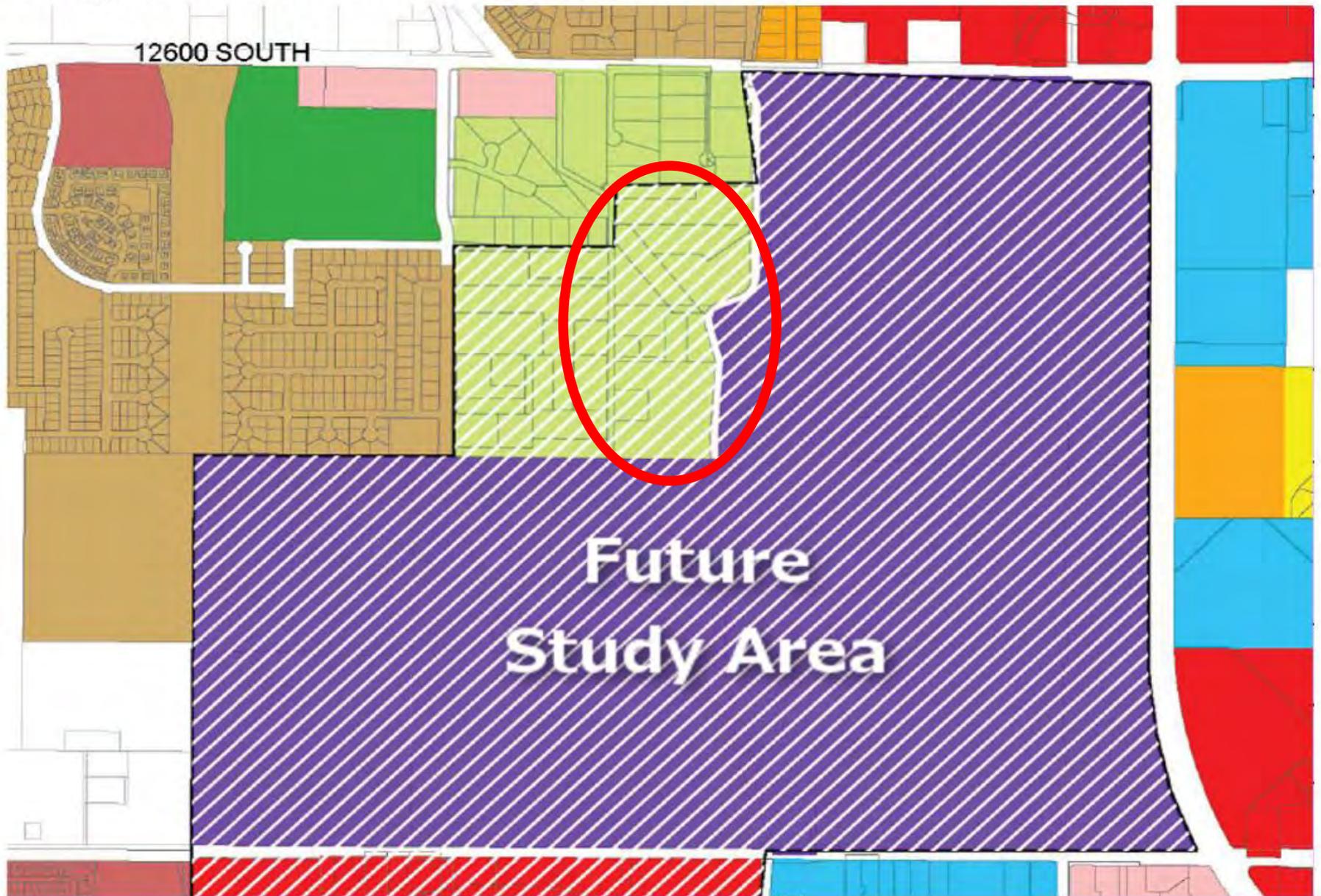
Brighton Rezone

Herriman City



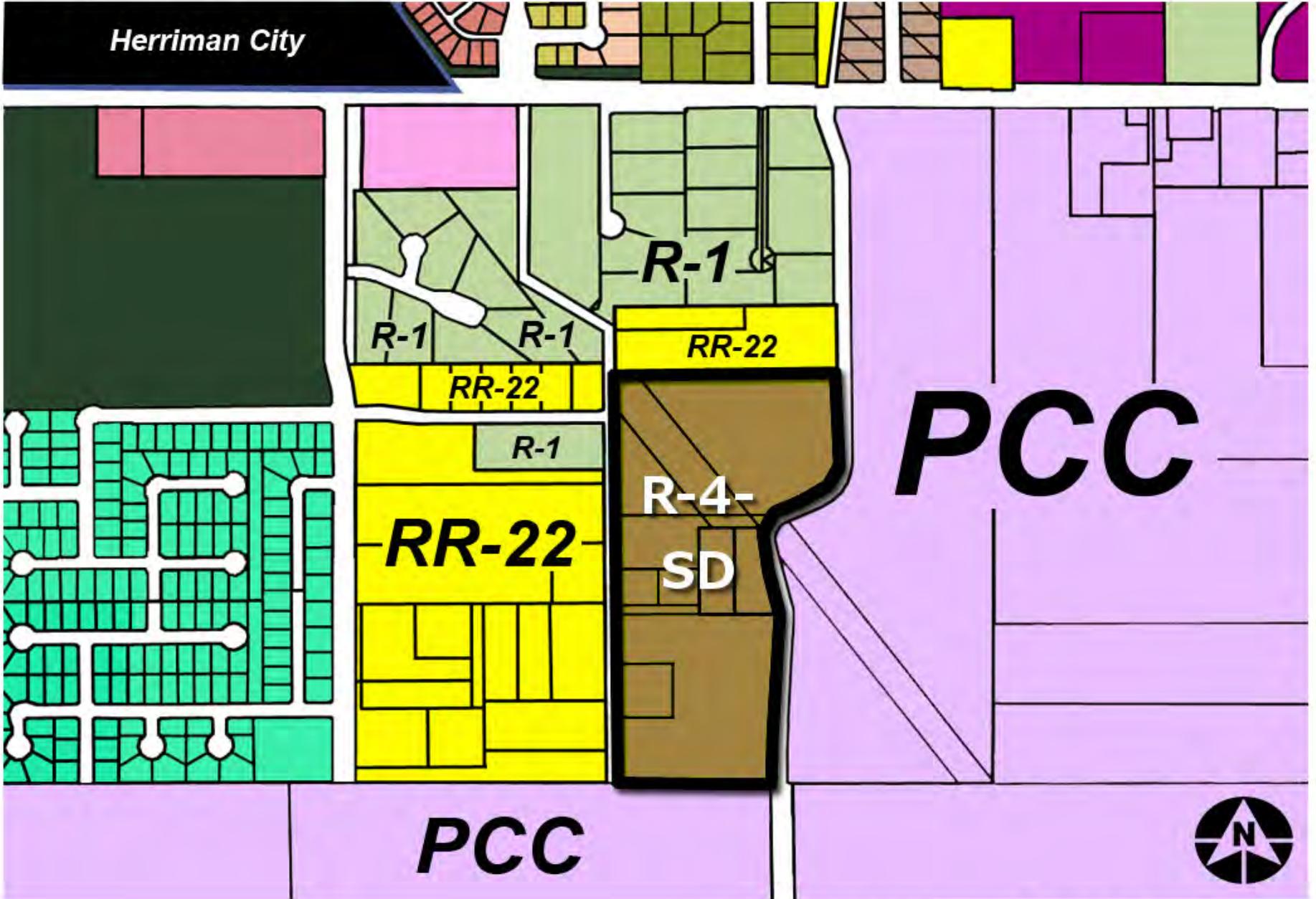
Current Zoning

Brighton Rezone



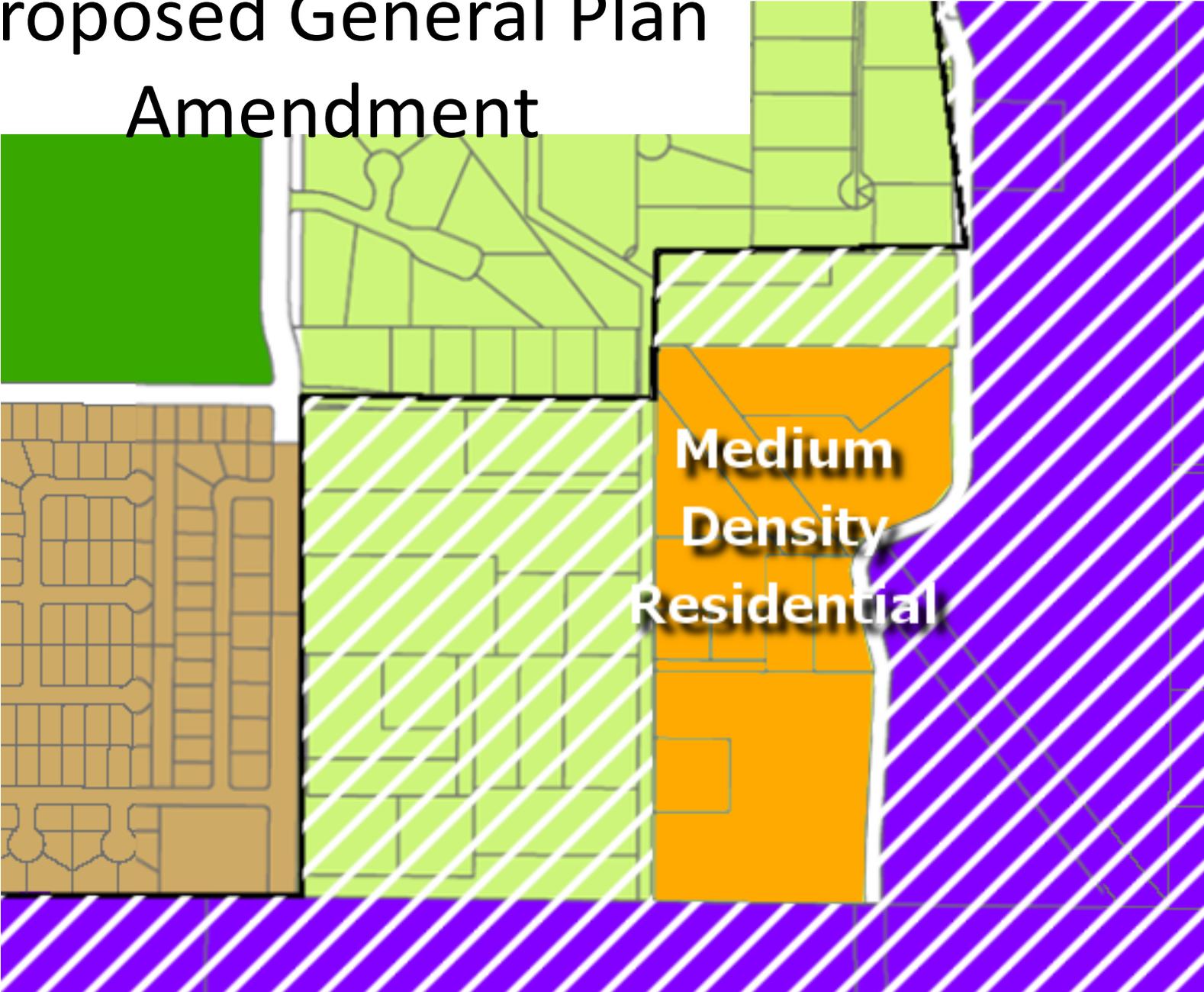
General Plan Designation

Brighton Rezone

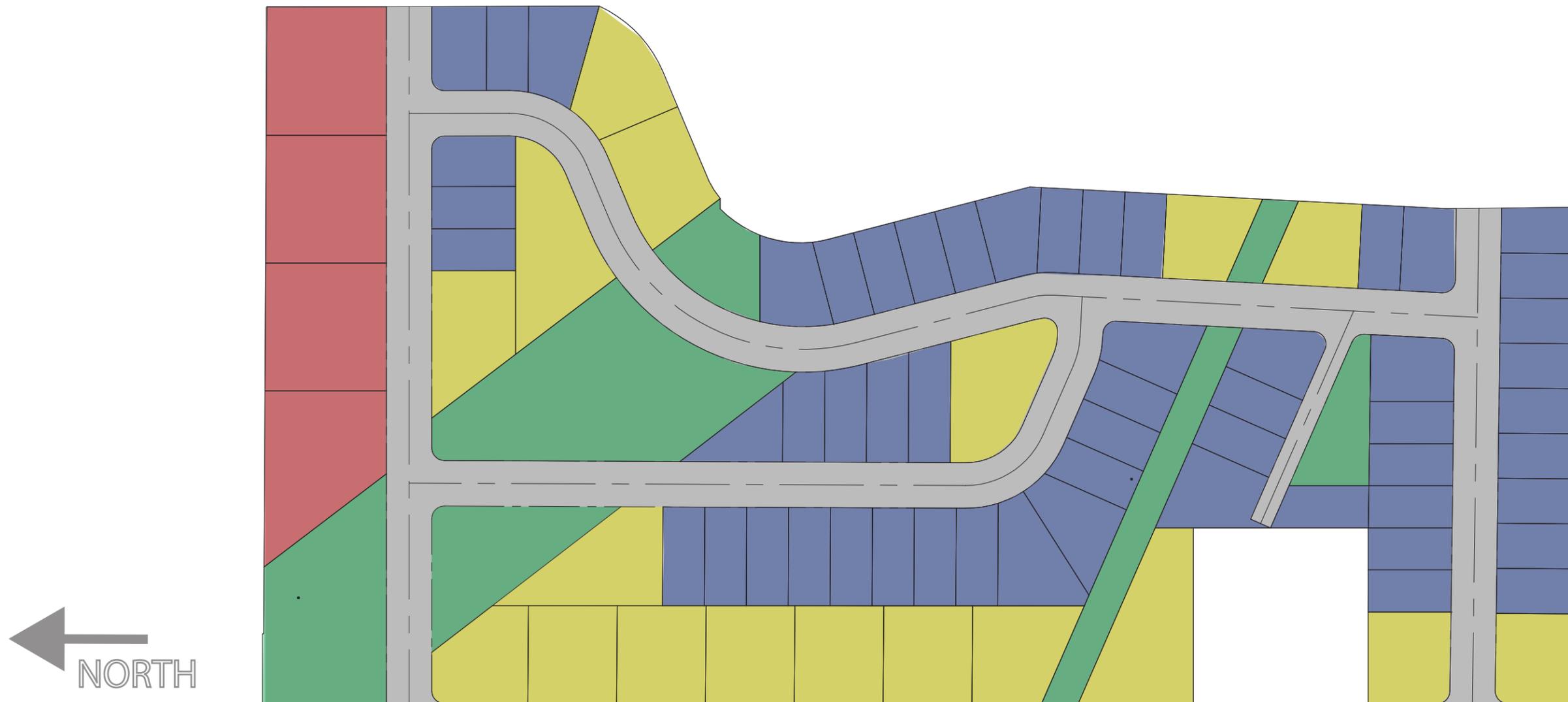


Proposed Zoning

Proposed General Plan Amendment



**Proposed Lot Size Layout
And Proposed SD Designation Text
As Submitted by Applicant**



SUNDAY DRIVE TO BE IMPROVED NORTH TO 12600 SOUTH WITH UTILITIES, ALSO INCLUDING IMPROVED ROAD PER CITY REQUIRMENTS BY BRIGHTON HOMES UTAH

- 1/2 ACRE EXTRA LARGE LOTS TO BUFFER ALONG NORTH END OF PROPERTY, THESE PROPRITIES WILL INLCUDE ANIMAL RIGHTS
- 1/3 ACRE LARGE LOTS TO BUFFER ALONG SUNDAY DRIVE AND HOMES ON WEST SIDE OF SUNDAY DRIVE
- 1/5 ACRE REGULAR LOTS TO BE SIMILLAR TO RESIDENCES FOUND IN WESTERN SPRINGS
- OPEN SPACE, TO BE HOA MAINTAINED, DEEDED TO CITY OR, HOA MAINTAINED WITH A PUBLIC EASMENT OVERLAY.



EXTRA LARGE LOTS AND LARGE LOT HOME TYPES



REGULAR LOT HOME TYPES

Brighton Homes
Cottages at Western Springs
R4 Special Designation Proposal
11/5/13

1. Architecture - The Architectural Style of The Cottages at Western Springs will be a traditional craftsman style. Home elevations, porches, entry doors, windows, and living areas will relate to the adjacent streets creating a welcoming appearance. Building form will have integrity and will respect the architectural style of the building. Home elevations and colors will vary creating an interesting streetscape.
2. Site Amenities - Cottages at Western Springs will have common design elements that will tie the community together. There will be consistency in building materials throughout the project.
 - a. Entry Monuments - There will be one type of entry monument in The Cottages at Western Springs. The height of the monument will comply with the City's requirement that no obstruction over 3 feet in height be located within the 30' sight triangle at street intersections.
 - b. Fencing - All fencing within the community will be required to be vinyl
3. Landscaping
 - a. The developer will provide a landscape buffer on the west side of double fronting lots with a 6 foot tall privacy fence along the proposed lot lines.
 - b. Individual Lot landscape: each single-family lot must be properly and completely landscaped according to Riverton City Standards (to be coordinated with owner). Each new home will plant a minimum of two trees in the park strip fronting the lot (to be coordinated with owner). The trees to be selected by the new home owners from the Riverton City Plant List. An automatic sprinkler system is required on each lot.
4. Land Use Zoning Designation
 - a. Zoning Summary: The Cottages at Western Springs is designated as an R-4 Special Designation. This designation will include 3 different lot types that range in size. This R-4 Special Designation provides the Developer to have a gross density of 4 units per acre. Density in some areas can be greater if the Developer provides open space in exchanges for smaller lot sizes.
 - 1) R-22 (Single Family Detached Residential – 21,780 square feet). This lot type will be located on the Northern end of the proposed development. Half Acre Lot requirements will only be required on lots directly adjacent to any lots on the northern boundary of the development. These lots will be assigned an animal right designation.
 - 2) R-3 (Single Family Detached Residential – 3 Dwelling Units per Acre). This lot type will be located along the proposed Sunday Drive right-of-way. The R-3

requirement will only apply to lots directly adjacent to Sunday Drive right-of-way.

- 3) The remaining property will include only Single Family detached homes. The development in this area will allow no lot size smaller than 5,000 square feet.

5. Setback requirements:

- a. R-22 and R-3 Zones = setback requirements in current zoning ordinance will apply to all lots designated as such.
- b. All remaining property will follow the following parameters.
 - 1) Minimum Lot Area: 5,000 square feet
 - 2) Minimum Lot Width: 50 feet
 - 3) Minimum Lot Depth: 100 feet
 - 4) Minimum Front Yard Setback: 20 feet to garage, 15 feet to living space or porch space
 - 5) Minimum Side yard Setback: 5 feet for all structures
 - 6) Minimum Corner Lot Side yard Setbacks: 15 feet
 - 7) Minimum Rear Yard Setback: 15 feet to main building 5' to accessory
 - 8) Minimum Living Area: 1 story- 1,200 square feet, 2 story – 1,500 square feet.
 - 9) Minimum Distance Between Buildings: 10 feet
 - 10) Maximum Fencing Heights: Rear yard 6 feet, front yard setback 3'

6. Architectural Review and Control

- a. Architectural Review Committee: Developer may, at any time, establish and Architectural Review and Control Committee consisting of one or more property owners within the Subdivision, in which case, said persons as an Architectural Committee shall have all of the rights and authorities pertaining to the architectural specifications and control as provided herein to the Developer. Said Architectural Review and Control Committee (hereinafter "Architectural Committee" or "Committee") shall be established in writing and the same may (but is not required to) be recorded. The members of the Committee may be changed at any time by majority vote of the property owners within the Subdivision. It is anticipated that over time, the Developer shall phase itself out of majority control of the Subdivision. Continuing governance of the Subdivision as it relates to the interpretation and enforcement of these restrictions shall be assumed by the Lot owners in the Subdivision, acting by a majority vote.
- b. Requirements: No building, fence, wall, hedge or structure or permanent improvement of any type, shall be constructed on any Lot until the plans and specifications, including design, location, description of materials, color scheme and a grading plan showing the location of the proposed structure or improvement, with all necessary supporting details associated there with, have been approved in writing by the Developer, or such Architectural Committee as Developer may establish as provided hereunder. No later changes or additions after initial approval thereof or remodeling or reconstruction shall

commence until such has also been approved in writing by the Developer or its assignee or the Architectural Committee, as the case may be.

The Developer shall have the right to refuse to approve any plan and /or specifications which are not suitable or desirable, in its opinion, for the aesthetic or other reasons, and in so passing upon such plans and/or specifications, it shall have the right to take into consideration the suitability of the proposed building or other structure or improvements, the materials of which and the effect of the building or other structure on the roadways as planned and the view from purchases of lots in the development to obtain or to comply with the required prior written approval of plans under this paragraph, said purchaser hereby agree to reimburse the Developer or its assigns for all costs and expenses to which it may be put as a result of said situation including costs of demolition and deconstruction, if necessary. To whatever extent consent, approval or authorization from Developer or the Architectural Committee may be required hereunder, such consent, approvals and authorizations shall not be unreasonable withheld, nor shall these Covenants and Restrictions be arbitrarily or capriciously interpreted or applied.

- c. Exterior materials: All exterior materials utilized on Dwelling and other structures shall consist of natural materials including stone, brick, stucco, Hardi Plank, ect. Aluminum, steel and vinyl are to be used only as soffit and fascia unless otherwise approved by the Architectural Committee in writing.

Western Springs Specific Plan

R-6 and R-8 Zones

b. R-6 (Single Family Detached Residential - 6 Dwelling Units Per Acre)

The R-6 (Single Family Detached Residential - 6 Dwelling Units Per Acre) is designed to permit the development of typical single family detached neighborhoods on lots down to 7,000 square feet in area.

The following zoning regulations shall apply to areas designated on the Land Use Plan as R-6.

(a) Permitted uses.

- Single family dwelling.
- Accessory uses and buildings customarily incidental to a permitted use.

(b) Conditional Uses.

- Home Occupations.
- Public schools.
- Churches.

(c) Lot area.

The minimum lot area shall be 7,000 square feet.

(d) Lot width.

The minimum lot width shall be 60 feet measured at the front yard setback line.

(e) Lot Depth.

The minimum lot depth shall 90 feet.

(f) Front yard.

The minimum front yard setback varies based upon the following criteria (*See Figure 5 for graphical illustration*):

- i) All setbacks will vary between 20 feet, 23 feet and 25 feet minimums.
- ii) On each block, setbacks will vary with each minimum setback being used no more than on one third of the homes on a given block.
- iii) On contiguous lots, the same minimum setback shall not be repeated more than twice.

(g) Side yards.

Main Building: Five (5) feet minimum with a combined minimum of 12 feet.

On corner lots, the street side yard setback shall be fifteen (15) feet from public streets.

Accessory Buildings: The minimum side yard shall be five (5) feet. All other standard City Zoning Ordinance requirements shall apply.

On corner lots, the street side yard setback shall be ten (10) feet from any right of way dedication. All other standard City Zoning Ordinance requirements shall apply.

(h) Zero Lot Line Developments

Zero lot line developments — residential developments where homes are located on directly on one property line creating a zero lot line --, may be permitted based upon the following provisions:

- The front and rear yard setbacks included herein shall be maintained.
- A side yard setback of 12 feet shall be maintained on the non-zero lot line side of the residence.
- All building code requirements for construction on a property line shall be met. (See *Figure 6 for graphical illustration*)

(i) Rear yard.

Main Building: The minimum rear yard setback shall be 15 feet.

Accessory Building: The minimum rear yard setback shall be five (5) feet. All other standard City Zoning Ordinance requirements shall apply.

(j) Minimum Living Area Square Footage

The minimum finished living area square footage shall be 1,000 square feet for a single story dwelling unit and 1,300 square feet for a two story or split level dwelling unit.

(k) Maximum building height.

Main Buildings. 35 feet. No dwelling shall contain less than one story.

Accessory buildings. 25 feet.

(l) Fencing

Fencing for all residential lots shall be based upon the following criteria:

- i) Rear yard fencing shall be a maximum of six (6) feet in height.
- ii) Fencing constructed within the front yard setback shall a maximum of three (3) feet in height.
- iii) Fencing materials shall consist of stone, brick, stucco, textured concrete, vinyl and / or similar materials.
- iv) Fencing along collector and / or arterial streets shall be constructed to Riverton City standards.

a. R-8 (Single Family Detached Residential - 8 Dwelling Units Per Acre)

The R-8 (Single Family Detached Residential - 8 Dwelling Units Per Acre) designation is designed to permit the development of typical single family detached neighborhoods on lots down to 5,000 square feet in area.

The following zoning regulations shall apply to areas designated on the Land Use Plan as R-8.

(a) Permitted uses.

- Single family dwelling.
- Accessory uses and buildings customarily incidental to a permitted use.

(b) Conditional Uses.

- Home Occupations.
- Public schools.
- Churches.

(c) Lot area.

The minimum lot area shall be 5,000 square feet.

(d) Lot width.

The minimum lot width shall be 50 feet measured at the front yard setback line.

(e) Lot Depth.

The minimum lot depth shall be 90 feet.

(f) Front yard.

The minimum front yard setback varies based upon the following criteria (See Figure 5 for graphical illustration):

- i) All setbacks will vary between 20 feet, 23 feet and 25 feet minimums.

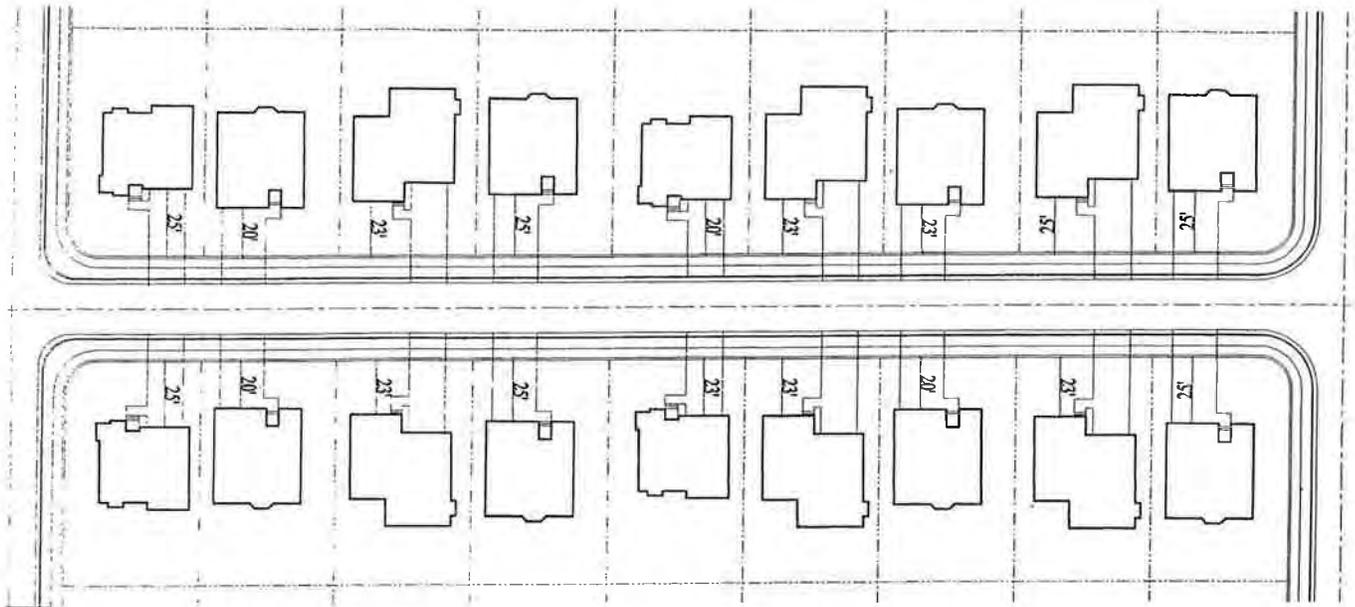


Figure 5
Variable Front Yard Setbacks 20' / 23' / 25'
Building Types are Conceptual

- ii) On each block, setbacks will vary with each minimum setback being used no more than on one third of the homes on a given block.
- iii) On contiguous lots, the same minimum setback shall not be repeated more than twice.

(g) Side yards.

Main Building: Three (3) feet minimum with a combined side yard setback of a minimum of six (6) feet from eave to eave.

On corner lots, the street side yard setback shall be fifteen (15) feet from the right-of-way.

Accessory Buildings: The minimum side yard shall be five (5) feet. All other standard City Zoning Ordinance requirements shall apply.

On corner lots, the street side yard setback shall be ten (10) feet from any right of way dedication.

(h) Zero Lot Line Developments

Zero lot line developments — residential developments where homes are located directly on one property line creating a zero lot line --, may be permitted based upon the following provisions:

- The front and rear yard setbacks included herein shall be maintained.
- A side yard setback of 6 feet shall be maintained on the non-zero lot line side of the residence.
- All building code requirements for construction on a property line shall be met. (See Figure 6 for graphical illustration)

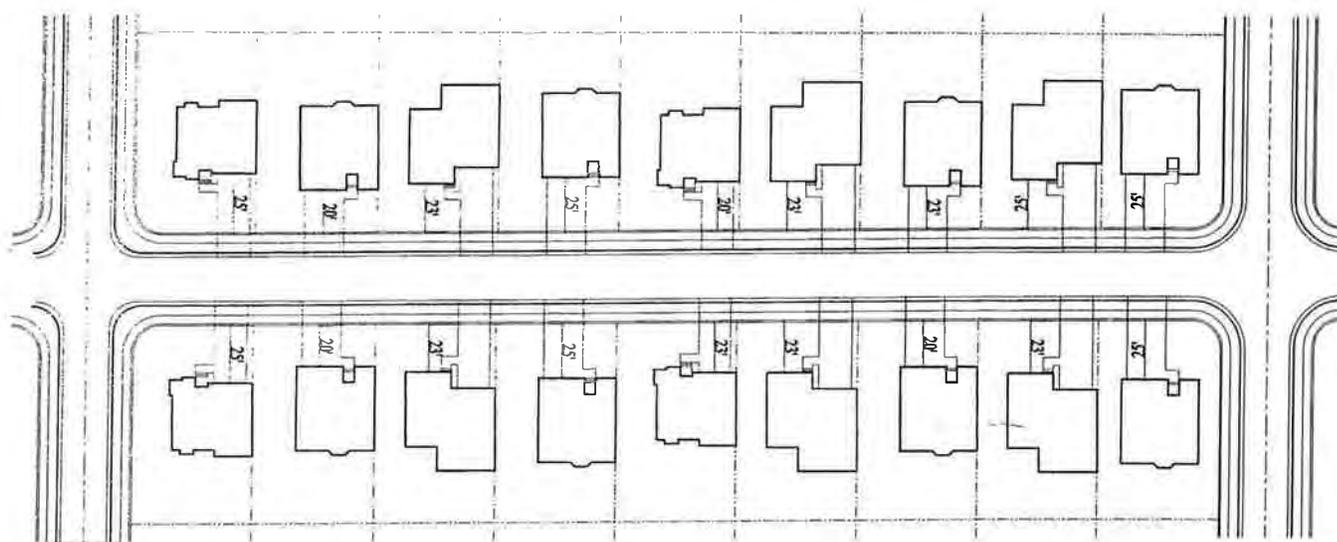


Figure 6
Zero Lot Line Development
Building Types are Conceptual

(i) Rear yard.

Main Building: The minimum rear yard setback shall be 15 feet.

Accessory Building: The minimum rear yard setback shall be five (5) feet. All other standard City Zoning Ordinance requirements shall apply.

(j) Minimum Living Area Square Footage

The minimum finished living area square footage shall be 900 square feet for a single story dwelling unit and 1,200 square feet for a two story or split level dwelling unit.

(k) Maximum building height.

Main Buildings. 35 feet. No dwelling shall contain less than one story.

Accessory buildings. 25 feet.

(l) Fencing

Fencing for all residential lots shall be based upon the following criteria:

- i) Rear yard fencing shall be a maximum of six (6) feet in height.
- ii) Fencing constructed within the front yard setback shall a maximum of three (3) feet in height.
- iii) Fencing materials shall consist of stone, brick, stucco, textured concrete, vinyl and / or similar materials.
- iv) Fencing along collector and / or arterial streets shall be constructed to Riverton City standards.

1 RIVERTON CITY PLANNING COMMISSION
2 MEETING MINUTES

3
4 November 14, 2013

5
6 The Riverton City Planning Commission convened at 6:30 p.m. in the Riverton City
7 Municipal Building, 12830 South 1700 West, Riverton, Utah.

8
9 **Planning Commission Members:** **Staff:**
10
11 **Larry Brown** **Andrew Aagard, City Planner**
12 **Kent Hartley** **Casey Taylor, Attorney**
13 **Cade Bryant** **Ryan Carter, City Attorney**
14 **Brian Russell** **Gordon Miner, City Engineer**
15 **Dennis Hansen**

16
17 Taylor Morrill and Scott Kochevar were excused from the meeting.

18
19 Commissioner Hansen led the Pledge of Allegiance. Chair Kent Hartley called the
20 meeting to order.

21
22 **I. PUBLIC HEARINGS**

23
24
25 **C. 13-4009, REZONE, PROPOSED REZONE OF APPROX. 8 ACRES LOCATED AT**
26 **12939 SOUTH SUNDAY DRIVE FROM R-1 (RESIDENTIAL 1 ACRE LOTS) TO RR-**
27 **22 (RURAL RESIDENTIAL ½ ACRE LOTS) TO R-4-SD (RESIDENTIAL SINGLE**
28 **FAMILY 10,000 MIN LOT SIZE WITH SPECIFIC DEVELOPMENT DESIGNATION),**
29 **BRIGHTON HOMES UT, LLC, APPLICANT.**

30
31 Commissioner Brown recused himself from the discussion of this agenda item due to a
32 conflict of interest. Mr. Carter announced for the record that if a Commissioner is recused
33 from an item in a public meeting due to a conflict of interest, it is within their rights as an
34 American citizen to remain present at the meeting and speak during the public hearing as a
35 citizen, if they so choose. However, they are not eligible to participate in the vote on the item.

36
37 Mr. Aagard presented the staff report and noted that this same application was reviewed at
38 the October 10, 2013, Planning Commission Meeting.

39
40 The General Plan designation for the area is listed as a Future Study Area. The City recently
41 updated the General Plan, and as part of that update the Planning Commission
42 recommended a designation of five to eight units per acre for this area. The City Council
43 discussed a designation of R-4, with the requirement for a specific plan. In response to the
44 City Council's proposed designation, the applicant proposed a SD Specific Plan document to
45 coincide with this rezone request.

46
47 Mr. Aagard presented a map of the zones for their respective areas. The minimum lot size as
48 proposed by the applicant is 5,000 square feet, or one-eighth of an acre, which is similar to
49 those found in the Western Springs subdivision located to the west. The applicant submitted

1 text relative to the specific development designation they are requesting. Staff reviewed the
2 text, and felt it was not in the best interest of the City to ratify it. The proposed SD
3 designations, as submitted by the applicant, include language on the architectural style and
4 landscaping details, as well as language establishing an Architectural Review Board. The
5 language is more appropriate to internal covenants which are administered by a
6 homeowners' association, or HOA, rather than in an SD designation for a project of this size.

7
8 The SD designation should be limited to establishing minimum zoning requirements for the
9 project, including the proposed 5,000 square-foot lots, which do not have a corresponding
10 Riverton City zone. The zoning requirements as proposed by the applicant include minimum
11 of side yard setbacks of five feet, and allow front and rear yard setbacks of 15 feet.

12
13 The applicant has not provided staff information showing proposed home foot prints or
14 concept plans showing buildable areas. Additionally, the proposed text appears to allow a
15 range of building materials that contradict Riverton City standards, which require a minimum
16 amount of hard surfacing. The text grants authority to an HOA to allow alternative materials.
17 The proposed text submitted by the applicant will require amending to come into compliance
18 with Riverton City Standards, and to better address the underlying development.

19
20 Changes to the text need to be in context of what the Planning Commission and City Council
21 will allow on the property in terms of lot size and distribution. Staff would propose a more
22 limited list of SD designations on the property, reflecting the distribution of lot sizes and
23 standards for any allowed lot sizes not described in the existing ordinances. In reviewing the
24 R-8 and R-6 zones of the current Western Springs Division, the Planning Commission may
25 recommend that the one-half and one-third acre lots as proposed conform to the existing RR-
26 22 and R-3 zones, and that the remaining lots comply with requirements of the appropriate
27 Western Springs zones. Staff proposed a motion that would apply one of those zones to the
28 property, and the Planning Commission may specify which one.

29
30 This action only addresses the zoning of the property and development standards.
31 Preliminary and final subdivision applications will be reviewed and presented to the Planning
32 Commission and City Council prior to any development or construction on the property.

33
34 The public hearing was opened.

35
36 Lacy Kroft, a Western Springs resident, inquired about access points into the subject
37 property. He stated that he would be vehemently opposed to Dutchman Drive being an
38 access point.

39
40 April Steck noted that she was present at the October Planning Commission Meeting, and
41 spoke against the proposed rezone and development. She reiterated the comments she
42 made in the previous meeting by explaining that the lot sizes need to remain one acre and
43 one-half acre lots. Ms. Steck listed the open space and horse properties among other
44 specific reasons for moving to the area. She also expressed concern with traffic congestion,
45 and safety issues that children face traveling to school.

46

1 Larry Baldwin pointed out that all of the public comments made on this matter in the October
2 meeting were critical of high density development in this area. The most common issue was
3 with traffic on Dutchman Lane. Mr. Baldwin reiterated aspects of rural life that current
4 residents in the area enjoy and stated that it should remain unchanged.

5
6 Nate Pugsley identified himself as a representative of Brighton Homes. Mr. Pugsley gave a
7 Power Point presentation demonstrating the history of the project, as well as changes that
8 have been made since the October meeting. Due to the amount of opposition to the project,
9 Brighton Homes agreed to meet with three community representatives, so as to come up with
10 solutions to appease some of their concerns. It was noted that the City's current plan is to
11 build Kay Road in the summer of 2014, which is the same time that Brighton Homes plans to
12 build as part of the first phase of the project. This is also the same time they plan to extend
13 Sunday Drive to 12600 South. Mr. Pugsley explained that the road improvements will help
14 offset traffic dramatically.

15
16 The original proposal was for 92 lots in the R-6-SD zone; the revised proposal is requesting
17 for an R-4 zone. The density, including the use easement from Rocky Mountain Power, is
18 3.45 overall (76 lots total.) The plan includes buffering to the north with one-half acre lots, to
19 the west on Sunday Drive with one-third acre lots, and the area in the center will be 5,000
20 minimum square foot lots. Maps of the proposal and anticipated road improvements were
21 displayed and reviewed.

22
23 Mr. Pugsley displayed photos of the types of homes they build, explaining that Brighton
24 Homes builds quality, up-scale homes. They build more slowly and like to do more upgrades.
25 He stated that these homes will be a great addition to the area. He also noted that they are
26 purchasing two acres of a use easement from a property owner that they will improve as a
27 park. Discussions had taken place with the City about potentially opening the park up to the
28 community.

29
30 Brighton Homes did not expect that a masonry fence would be required, due to the
31 agricultural half-acre lots and canal on the property. However, Mr. Pugsley stated that they
32 are in support of all other staff recommendations.

33
34 The Planning Commission expressed gratitude to Brighton Homes for meeting with the public
35 to develop an alternative proposal to appease concerns.

36
37 April Steck stated that Brighton Homes can appease the concerns of the public by
38 maintaining the one-half acre lots, which is the desire of the area residents. She also
39 expressed concern that residents did not receive notice of the public hearing in a timely
40 manner.

41
42 There were no further public comments. The public hearing was closed.

43
44 Mr. Aagard confirmed with the Planning Commission that notices for the meeting were mailed
45 on time and they have no control over the postal service. Notices would be sent out for the
46 City Council Meeting as well.

47

1 Commissioner Hansen felt that Brighton Homes made good compromises with the public on
2 their proposal.

3
4 There was brief discussion regarding the masonry fencing. It was determined that masonry
5 fencing would not be necessary along the northern property line where there are compatible
6 zones, as well as along the canal.

7
8 **Commissioner Hansen moved that the Planning Commission APPROVE Application #**
9 **PL 13-4009, rezoning 23.71 acres located at 12939 South Sunday Drive from R-1**
10 **(Residential Single Family, 1 Acre Minimum Lot Size) and RR-22 (Residential Single**
11 **Family, ½ Acre Minimum Lots Size) to R-4-SD (Residential Multi-Family, 10,000) with**
12 **Specific Development Designations as follows:**

- 13
- 14 1. Overall density shall not exceed four (4) units per acre, excluding ground within
15 the project area under separate ownership.
 - 16
17 2. Lots shall be configured with a minimum of ½ acre lots along the north property
18 line and a minimum of 1/3 acre lots adjacent to Sunday Drive. These lots will
19 comply with the requirements of the RR-22 and R-3 zones respectively.
 - 20
21 3. Remaining lots within the development shall comply with the requirements of
22 the R-6 / R-8 zone of the Western Springs Specific Plan, excluding sections (F)
23 Front Yard Setbacks, and (H) Zero Lot Lines.
 - 24
25 4. Perimeter fencing shall be a minimum of six (6) foot solid masonry fencing,
26 except along the north and east boundaries.
 - 27
28 5. All open space, including utility corridors where allowed by the utility company,
29 shall be included in a landscape plan to be approved as part of the subdivision
30 application.
 - 31
32 6. All homes within the development shall meet Riverton City's minimum exterior
33 material standards, with the exception that vinyl, aluminum, or other metal
34 siding shall be prohibited.

35
36 **Commissioner Hartley SECONDED the motion. Vote on motion: Brian Russell – Nay;**
37 **Dennis Hansen – Aye; Kent Hartley – Aye; Cade Bryant – Aye; Larry Brown – Abstain.**
38 **The motion passed 3-to-1.**



Issue Paper

Item No. 4.1

Presenter/Submitted By:	Jason Lethbridge, Planning Manager	
Subject: FINAL PLAT APPROVAL, SUMMERWOOD ESTATES PHASE 4, 13200 SOUTH 3600 WEST, 39 LOTS, IVORY DEVELOPMENT, LLC., APPLICANT	Meeting Date: January 7, 2014	
	Fiscal Impact: N/A	
	Funding Source: N/A	
Background: <p>Ivory Development, LLC, has submitted an application for Final Plat approval for the Summerwood Estates Phase 4. The application is for 39 lots within the Summerwood Estates development, located at 13200 South 3600 West. That development is zoned R-4-SD, with the 'SD' designation requiring a mix of 1/3 and ¼ acre lots.</p> <p>This phase is the final phase of the Summerwood Subdivision, and this phase will include the completion of required infrastructure and development of all buildable land within the subdivision. Phase 3 of the development included a parcel purchased by The Church of Jesus Christ of Latter-Day Saints, which is not yet developed. Staff has reviewed the subdivision and finds it in compliance with the technical requirements of Riverton City's standards and ordinances. Following the previous Council meeting, the applicant amended the lot layout to include the required number of 1/3 acre lots to meet the requirements of the SD zoning.</p>		
Recommendation: <p>On November 14, 2013, the Planning Commission voted to recommend APPROVAL of this final plat application.</p>		
Recommended Motion: <p>"I move the City Council approve the Summerwood Estates Phase 4 Final Plat, application number PL-13-1004, located at 13200 South 3600 West with the conditions outlined in the Staff Report."</p>		

**RIVERTON CITY
MEMORANDUM**

TO: Honorable Mayor and City Council

FROM: Development Review Committee

DATE: January 7, 2014

SUBJECT: FINAL PLAT APPROVAL, SUMMERWOOD ESTATES PHASE 4, 13200 SOUTH 3600 WEST, 39 LOTS, IVORY DEVELOPMENT, LLC., APPLICANT.

PL NO.: 13-1004 – SUMMERWOOD ESTATES PH. 4 FINAL PLAT

On November 14, 2013, the Planning Commission voted to recommend APPROVAL of this final site application. Minutes from that meeting will be distributed once transcribed, and a record of motion is included below. The Planning Commission recommended the following motion:

I move the City Council APPROVE the Summerwood Estates Phase 4 Final Plat, application number PL-13-1004, located at 13200 South 3600 West with the following conditions:

1. This phase of the subdivision comply with the overall requirements of the approved preliminary plat, including the SD designations relating to lot size requirements.
2. Any and all required fencing be installed prior to the issuance of building permits for this phase.
3. Storm drainage systems and accommodation comply with Riverton City standards and ordinances, and with the recommendations of the Riverton City Engineering Division.
4. An interim storm drainage and erosion control plan and an access management plan be approved by the City prior to any construction or grading on the site.
5. The site and structures comply with any and all applicable Riverton City standards and ordinances, including staff review requirements and the International Building and Fire Codes.

BACKGROUND:

Ivory Development, LLC, has submitted an application for Final Plat approval for the Summerwood Estates Phase 4. The application is for 39 lots within the Summerwood Estates development, located at 13200 South 3600 West. That development is zoned R-4-SD, with the 'SD' designation requiring a mix of 1/3 and ¼ acre lots.

This phase is the final phase of the Summerwood Subdivision, and this phase will include the completion of required infrastructure and development of all buildable land within the subdivision. Phase 3 of the development included a parcel purchased by The Church of Jesus Christ of Latter-Day Saints, which is not yet developed. Staff has reviewed the subdivision and finds it in compliance with the technical requirements of Riverton City's standards and ordinances.

The original submittal by Ivory Homes did not comply with the 60/40 requirement of the SD designation, and Ivory had applied for a text change to that ordinance that would modify the requirement. That application was denied by the City Council, and so Ivory has reconfigured lot lines within the subdivision to bring the lots into compliance. The requirement is that 60% of the land in the subdivision be developed with a minimum of 1/3 acre lots. With the changes made by Ivory Homes, the subdivision meets that requirement.

This application has been reviewed by staff and, with the conditions outlined above, comply with the requirements of Riverton City's standards and ordinances.

ATTACHMENTS:

The following items are attached for your review:

1. A copy of the Zoning Map
2. A copy of the Aerial Views
3. A copy of the Subdivision Plat

12600 South

Bangerter Highway

3600 West

Rosecreek Elementary

Stampin' Up

Summerwood Estates

Home Depot

Kohl's

13400 South

Image USDA Farm Service Agency

2322 ft

C-PO

ROSE CREEK
ELEMENTARY

Subject
Property

R-4-SD

RR-22

C-PO

Bangerter Hwy

Bangerter Sb Hwy
Bangerter Nb Hwy

Arches Park Rd

Zion Park Dr

Cedar Lake Cir
Byce Canyon Dr

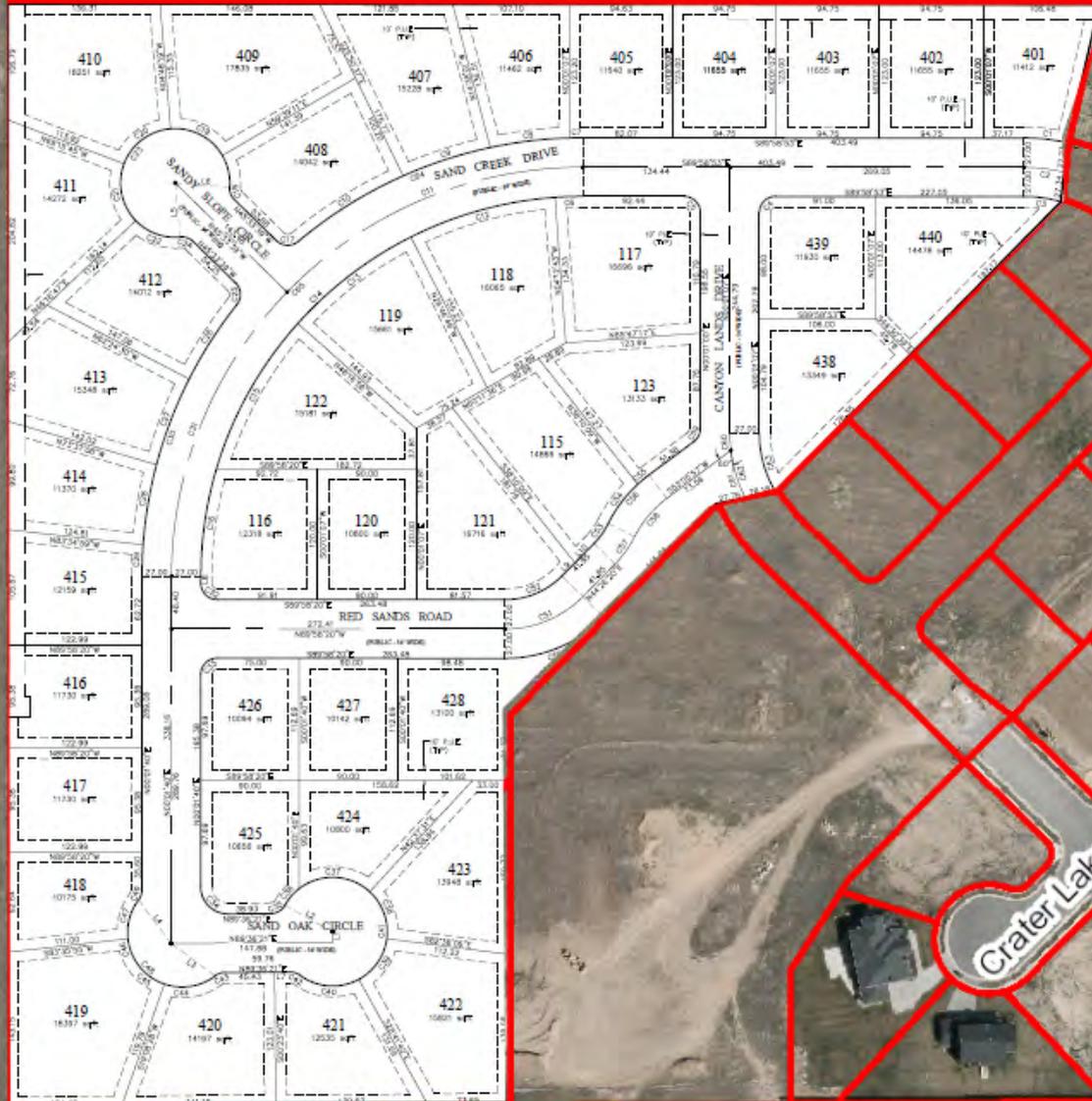
Canyon Lands Dr

12805 S

3600 W

Bangerter Sb Hwy

Bangerter Nb Hwy



Arches Park Rd

3600 W

Zion Park Dr

Crater Lake Cir
Bryce Canyon Dr

Canyon Lands Dr

NORTHWEST CORNER OF LOT 2, INTEL RIVERTON CAMPUS SUBDIVISION (AMD)

IHC HEALTH SERVICES, INC.
27-32-152-002

JORDAN SCHOOL DISTRICT
BOARD OF EDUCATION
27-32-176-013

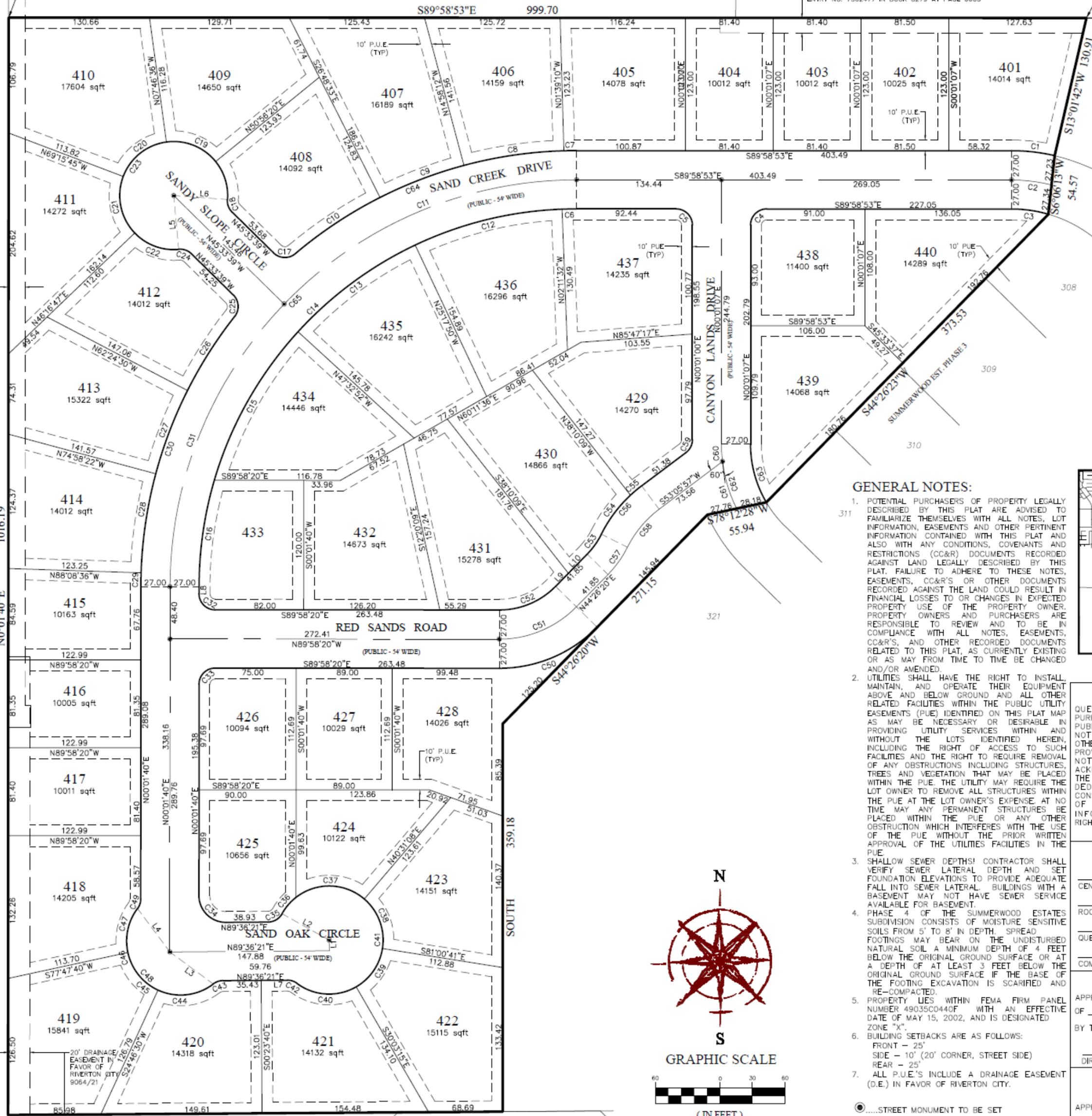
IRRIGATION EASEMENT:
AMENDED MAY 24, 1999 AS:
ENTRY NO. 7362478 IN BOOK 8279 AT PAGE 6609
ENTRY NO. 7362475 IN BOOK 8279 AT PAGE 6597
ENTRY NO. 7362476 IN BOOK 8279 AT PAGE 6601
ENTRY NO. 7362477 IN BOOK 8279 AT PAGE 6605

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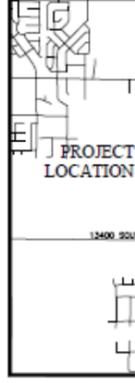
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BANGERTER



- GENERAL NOTES:**
- POTENTIAL PURCHASERS OF PROPERTY LEGALLY DESCRIBED BY THIS PLAT ARE ADVISED TO FAMILIARIZE THEMSELVES WITH ALL NOTES, LOT INFORMATION, EASEMENTS AND OTHER PERTINENT INFORMATION CONTAINED WITH THIS PLAT AND ALSO WITH ANY CONDITIONS, COVENANTS AND RESTRICTIONS (CC&R) DOCUMENTS RECORDED AGAINST LAND LEGALLY DESCRIBED BY THIS PLAT. FAILURE TO ADHERE TO THESE NOTES, EASEMENTS, CC&R'S OR OTHER DOCUMENTS RECORDED AGAINST THE LAND COULD RESULT IN FINANCIAL LOSSES TO OR CHANGES IN EXPECTED PROPERTY USE OF THE PROPERTY OWNER. PROPERTY OWNERS AND PURCHASERS ARE RESPONSIBLE TO REVIEW AND TO BE IN COMPLIANCE WITH ALL NOTES, EASEMENTS, CC&R'S, AND OTHER RECORDED DOCUMENTS RELATED TO THIS PLAT, AS CURRENTLY EXISTING OR AS MAY FROM TIME TO TIME BE CHANGED AND/OR AMENDED.
 - UTILITIES SHALL HAVE THE RIGHT TO INSTALL, MAINTAIN, AND OPERATE THEIR EQUIPMENT ABOVE AND BELOW GROUND AND ALL OTHER RELATED FACILITIES WITHIN THE PUBLIC UTILITY EASEMENTS (PUE) IDENTIFIED ON THIS PLAT MAP AS MAY BE NECESSARY OR DESIRABLE IN PROVIDING UTILITY SERVICES WITHIN AND WITHOUT THE LOTS IDENTIFIED HEREIN, INCLUDING THE RIGHT OF ACCESS TO SUCH FACILITIES AND THE RIGHT TO REQUIRE REMOVAL OF ANY OBSTRUCTIONS INCLUDING STRUCTURES, TREES AND VEGETATION THAT MAY BE PLACED WITHIN THE PUE. THE UTILITY MAY REQUIRE THE LOT OWNER TO REMOVE ALL STRUCTURES WITHIN THE PUE AT THE LOT OWNER'S EXPENSE AT NO TIME MAY ANY PERMANENT STRUCTURES BE PLACED WITHIN THE PUE OR ANY OTHER OBSTRUCTION WHICH INTERFERES WITH THE USE OF THE PUE WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITIES FACILITIES IN THE PUE.
 - SHALLOW SEWER DEPTHS! CONTRACTOR SHALL VERIFY SEWER LATERAL DEPTH AND SET FOUNDATION ELEVATIONS TO PROVIDE ADEQUATE FALL INTO SEWER LATERAL. BUILDINGS WITH A BASEMENT MAY NOT HAVE SEWER SERVICE AVAILABLE FOR BASEMENT.
 - PHASE 4 OF THE SUMMERWOOD ESTATES SUBDIVISION CONSISTS OF MOISTURE SENSITIVE SOILS FROM 5' TO 8' IN DEPTH. SPREAD FOOTINGS MAY BEAR ON THE UNDISTURBED NATURAL SOIL A MINIMUM DEPTH OF 4 FEET BELOW THE ORIGINAL GROUND SURFACE OR AT A DEPTH OF AT LEAST 3 FEET BELOW THE ORIGINAL GROUND SURFACE IF THE BASE OF THE FOOTING EXCAVATION IS SCARIFIED AND RE-COMPACTED.
 - PROPERTY LIES WITHIN FEMA FIRM PANEL NUMBER 49035C0440F WITH AN EFFECTIVE DATE OF MAY 15, 2002, AND IS DESIGNATED ZONE "X".
 - BUILDING SETBACKS ARE AS FOLLOWS:
FRONT - 25'
SIDE - 10' (20' CORNER, STREET SIDE)
REAR - 25'
 - ALL P.U.E.'S INCLUDE A DRAINAGE EASEMENT (D.E.) IN FAVOR OF RIVERTON CITY.
-STREET MONUMENT TO BE SET
- #5 REBAR AND CAP (FOCUS ENG) TO BE SET AT ALL LOT CORNERS. LEAD PLUGS TO BE SET IN THE TOP BACK OF CURB ON THE PROJECTION OF SIDE LOT LINES.



GRAPHIC SCALE
(IN FEET)
1 inch = 60 ft.

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS

QUESTAR APPRO...
PURPOSE OF CON...
PUBLIC UTILITY E...
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OTHER EXISTING P...
PROVIDED BY LAW...
NOT CONSTITUT...
ACKNOWLEDGEME...
THE PLOT, INCLU...
DEDICATION AN...
CONSTITUTE A G...
OF NATURAL I...
INFORMATION, ...
RIGHT-OF-WAY D...
EASE
CENTURY LINK
ROCKY MOUNTAIN
QUESTAR GAS
COMCAST
RIVE
APPROVED THIS...
OF _____, A...
BY THE RIVERTON...
DIRECTOR, RIVER...
STREE
APPROVED THIS...
CHAIRMAN

NORTHWEST CORNER OF LOT 2, INTEL RIVERTON CAMPUS SUBDIVISION (AMD)

IHC HEALTH SERVICES, INC.
27-32-152-002

IRRIGATION EASEMENT:
AMENDED MAY 24, 1999 AS:
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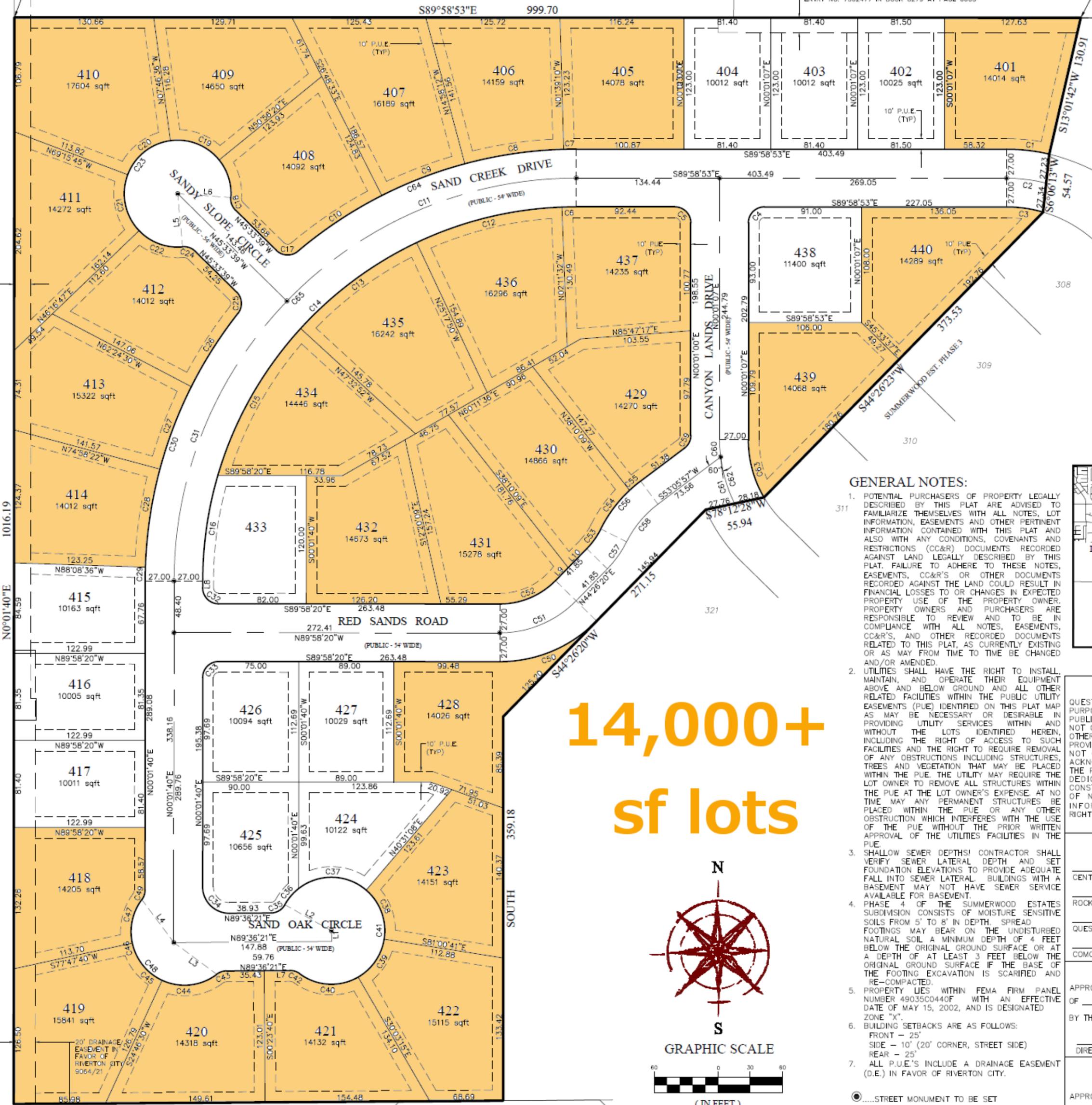
JORDAN SCHOOL DISTRICT
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HIGHWAY

CATION
EMENT
/6597

BANGERTER



GENERAL NOTES:

- POTENTIAL PURCHASERS OF PROPERTY LEGALLY DESCRIBED BY THIS PLAT ARE ADVISED TO FAMILIARIZE THEMSELVES WITH ALL NOTES, LOT INFORMATION, EASEMENTS AND OTHER PERTINENT INFORMATION CONTAINED WITH THIS PLAT AND ALSO WITH ANY CONDITIONS, COVENANTS AND RESTRICTIONS (CC&R) DOCUMENTS RECORDED AGAINST LAND LEGALLY DESCRIBED BY THIS PLAT. FAILURE TO ADHERE TO THESE NOTES, EASEMENTS, CC&R'S OR OTHER DOCUMENTS RECORDED AGAINST THE LAND COULD RESULT IN FINANCIAL LOSSES TO OR CHANGES IN EXPECTED PROPERTY USE OF THE PROPERTY OWNER. PROPERTY OWNERS AND PURCHASERS ARE RESPONSIBLE TO REVIEW AND TO BE IN COMPLIANCE WITH ALL NOTES, EASEMENTS, CC&R'S, AND OTHER RECORDED DOCUMENTS RELATED TO THIS PLAT, AS CURRENTLY EXISTING OR AS MAY FROM TIME TO TIME BE CHANGED AND/OR AMENDED.
- UTILITIES SHALL HAVE THE RIGHT TO INSTALL, MAINTAIN, AND OPERATE THEIR EQUIPMENT ABOVE AND BELOW GROUND AND ALL OTHER RELATED FACILITIES WITHIN THE PUBLIC UTILITY EASEMENTS (PUE) IDENTIFIED ON THIS PLAT MAP AS MAY BE NECESSARY OR DESIRABLE IN PROVIDING UTILITY SERVICES WITHIN AND WITHOUT THE LOTS IDENTIFIED HEREIN, INCLUDING THE RIGHT OF ACCESS TO SUCH FACILITIES AND THE RIGHT TO REQUIRE REMOVAL OF ANY OBSTRUCTIONS INCLUDING STRUCTURES, TREES AND VEGETATION THAT MAY BE PLACED WITHIN THE PUE. THE UTILITY MAY REQUIRE THE LOT OWNER TO REMOVE ALL STRUCTURES WITHIN THE PUE AT THE LOT OWNER'S EXPENSE AT NO TIME MAY ANY PERMANENT STRUCTURES BE PLACED WITHIN THE PUE OR ANY OTHER OBSTRUCTION WHICH INTERFERES WITH THE USE OF THE PUE WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITIES FACILITIES IN THE PUE.
- SHALLOW SEWER DEPTHS! CONTRACTOR SHALL VERIFY SEWER LATERAL DEPTH AND SET FOUNDATION ELEVATIONS TO PROVIDE ADEQUATE FALL INTO SEWER LATERAL. BUILDINGS WITH A BASEMENT MAY NOT HAVE SEWER SERVICE AVAILABLE FOR BASEMENT.
- PHASE 4 OF THE SUMMERWOOD ESTATES SUBDIVISION CONSISTS OF MOISTURE SENSITIVE SOILS FROM 5' TO 8' IN DEPTH. SPREAD FOOTINGS MAY BEAR ON THE UNDISTURBED NATURAL SOIL A MINIMUM DEPTH OF 4 FEET BELOW THE ORIGINAL GROUND SURFACE OR AT A DEPTH OF AT LEAST 3 FEET BELOW THE ORIGINAL GROUND SURFACE IF THE BASE OF THE FOOTING EXCAVATION IS SCARIFIED AND RE-COMPACTED.
- PROPERTY LIES WITHIN FEMA FIRM PANEL NUMBER 49035C0440F WITH AN EFFECTIVE DATE OF MAY 15, 2002, AND IS DESIGNATED ZONE "X".
- BUILDING SETBACKS ARE AS FOLLOWS:
FRONT - 25'
SIDE - 10' (20' CORNER, STREET SIDE)
REAR - 25'
- ALL P.U.E.'S INCLUDE A DRAINAGE EASEMENT (D.E.) IN FAVOR OF RIVERTON CITY.

.....STREET MONUMENT TO BE SET
#5 REBAR AND CAP (FOCUS ENG) TO BE SET AT ALL LOT CORNERS. LEAD PLUGS TO BE SET IN THE TOP BACK OF CURB ON THE PROJECTION OF SIDE LOT LINES.



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PURPOSE OF CON...
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OF...
BY THE RIVERTON...
DIRECTOR, RIVER...
STREE...
APPROVED THIS...
CHAIRMAN

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS



Issue Paper

Item No. 4.2

Presenter/Submitted By:	Ryan Carter, City Attorney	
Subject: Election and Appointment of Mayor Pro-Tempore	Meeting Date: January 7, 2014	
	Fiscal Impact:	
	Funding Source:	
<p>Background:</p> <p>In accordance with the Riverton City Council Rules of Order and Procedure adopted on July 19, 2011:</p> <p>“At its first regular meeting in January of each calendar year, City Council Members shall nominate and, by majority vote, select one of its members to serve as Mayor Pro-Tempore. The Mayor Pro-Tempore shall serve from the election until a successor is duly elected. In the event of a vacancy in the position of Mayor Pro-Tempore, the vacancy will be filled by an election as above prescribed.</p> <p>Eligibility. All Council Members who will be in office during the subject year shall be eligible to serve as the Mayor Pro-Tempore, with the exception of the Member who is serving as Mayor Pro-Tempore at the time of election.</p> <p>Presiding Officers. The Mayor shall be the presiding officer and chairperson of the Riverton City Council and of all meetings thereof. <u>In the Mayor’s absence, the Mayor Pro-Tempore shall preside.</u> In the absence of the Mayor and the Mayor Pro-Tempore, the City Council Member with the longest tenure on the Council shall preside; however, if more than one Council Member has identical amount of tenure, those Council Members will flip a coin to determine who will be the temporary presiding official.</p> <p>Former Council Member Al Leavitt was appointed Mayor Pro Tempore on January 3, 2006, until a successor was appointed.</p>		
<p>Recommendation:</p> <p>Nominate and, by majority vote, select one of its members to serve as Mayor Pro-Tempore.</p>		
<p>Recommended Motion:</p> <p>“I move the City Council approve <u>Resolution No. 14-09</u> – appointing Council Member _____ as Mayor Pro-Tempore.”</p>		

RIVERTON CITY, UTAH
RESOLUTION NO. 14-09

A RESOLUTION APPOINTING COUNCIL MEMBER _____
AS MAYOR PRO-TEMPORE

WHEREAS, Riverton City Council Rules of Order and Procedure require the nomination and, by majority vote, the selection of one of its members to serve as Mayor Pro-Tempore; and,

WHEREAS, the Mayor Pro-Tempore shall serve from the election until a successor is duly elected; and,

WHEREAS, the Riverton City Council finds and determines that there is a need to appoint a Mayor Pro-Tempore; and

WHEREAS, the City Council finds and determines that Council Member _____ will faithfully assume the responsibilities of Mayor Pro-Tempore of Riverton City.

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

1. The Riverton City Council hereby provides its consent to the appointment of _____ as Mayor Pro Tempore until a successor is duly elected.
2. This Resolution shall take effect immediately upon passage.

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

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

RIVERTON CITY

[SEAL]

Bill Applegarth, Mayor

ATTEST:

Virginia Loader, MMC
Recorder



Issue Paper

Item No. 5

Presenter/Submitted By: Mayor Applegarth	
Subject: Consent Agenda	Meeting Date: January 7, 2014
	Fiscal Impact:
	Funding Source:
Background:	
<p>5. CONSENT AGENDA</p> <ol style="list-style-type: none"> 1. Minutes: RCCM 12-03-13 2. Bond Releases: <ol style="list-style-type: none"> 1. Crest Commercial/Nuttals – 90 % Performance Release 2. Mountainview Ranch – 100% Warranty Release 3. Burt Brothers Tires/SMP – 90% Performance Release 3. <u>Resolution No. 14-01</u> – Confirming the Mayor’s appointment of a Treasurer and a Recorder 4. <u>Resolution No. 14-02</u> - Authorizing the City to enter into an Interlocal Agreement with Salt County for an Aerial LiDAR (Light Detection and Ranging) Survey of the City – <i>Trace Robinson, PW Director</i> 5. <u>Resolution No. 14-03</u> - Approving the execution of a Stormwater Drainage Impact Fee Reimbursement Agreement between Riverton City and Auburn Fields at Cedar Hollow LLC 6. <u>Resolution No. 14-04</u> – License Agreement between Riverton City and Utah Salt Lake Canal Co. for the Riverton Village Storm Drain Project - <i>Trace Robinson, PW Director</i> 7. <u>Resolution No. 14-05</u> – Authorizing the City to enter into a contract with Howell Precast to furnish and install a precast concrete fence at Autumn Hills Park and the Main City Park - <i>Craig Calvert, Purchasing Manager</i> 8. <u>Resolution No. 14-06</u> – Declaring identified property of Riverton City as surplus - <i>Craig Calvert, Purchasing Manager</i> 9. <u>Resolution No. 14-07</u> – Granting authority to issue a purchase order to Lewis Bus Group for the purchase of a 14 passenger shuttle bus - <i>Craig Calvert, Purchasing Manager</i> 10. <u>Resolution No. 14-08</u> – Interlocal Agreement between Riverton City and Salt Lake County for Stormwater Public Outreach and Participation Services - <i>Trace Robinson, PW Director</i> 11. <u>Resolution No. 14-10</u> – Amending the effective date of Resolution No. 13-62 to the date of January 7, 2014 – <i>Ryan Carter, City Attorney</i> 	
Recommendation:	
Approve the Consent Agenda.	
Recommended Motion:	
“I move to approve the Consent Agenda as presented.”	

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Riverton City
REGULAR CITY COUNCIL MEETING
Minutes
December 3, 2013

Riverton City Hall
12830 South 1700 West
Riverton, Utah 84065

10
11 **Attendance:**

12
13 Mayor William R. Applegarth

14
15 **Council Members:**

16 Council Member Brent Johnson
17 Council Member Al Leavitt - *Excused*
18 Council Member Sheldon Stewart
19 Council Member Tracy Thaxton
20 Council Member Roy Tingey

21
22 **City Staff:**

Lance Blackwood, City Manager
Ryan Carter, City Attorney
Virginia Loader, Recorder
Jeff Hawker, Asst. City Manager
Jason Lethbridge, Planning Manager
Sheril Garn, Parks & Recreation Director
Rod Norton, UPD Chief
Lisa Dudley, Finance Director
Joy Johnson, Deputy Recorder

23
24
25
26 **Citizens:** Michael Johnson, Wyoma Darlington, Boy Scout Troops, Merillee Booren, John Trentman,
27 Rich Lighten, Jeremy & Jennifer Johnson, Dave Edwards, Ed Vakuta, Rich Parkinson, Bob Bell, Greg
28 Bird, Roger Wood, Bryce Price, Dan Maynard, Landon Evans, Mason DeWeese, Cliff Lee

29
30 **1. GENERAL BUSINESS**

31
32 **Call to Order and Roll Call**

33
34 [6:28:45 PM](#) Mayor Applegarth called the meeting to order at 6:30 p.m. and welcomed those in
35 attendance. He then conducted a Roll Call and Council Members Johnson, Stewart, Thaxton and
36 Tingey were present. Council Member Al Leavitt was excused.

37
38 **Pledge of Allegiance** – A Boy Scout Troop Patrol Leader directed the Pledge of Allegiance.

39
40 **Presentations/Reports**

41
42 **Honoring outgoing Council Members Al Leavitt and Tracy Thaxton**

43
44 [6:30:55 PM](#) Mayor Applegarth recognized Council Member Tracy Thaxton and his wife Susan
45 and expressed his appreciation to them for their service and dedication to the City of Riverton as
46 a Council Member for the past four years and as residents of Riverton City. He then presented
47 them with a U. S. Flag and a beautiful plant.

1 Council Member Thaxton spoke of his appreciation for his term as Council Member and thanked
2 Staff and Council Members, current and former, and said the community is great because of the
3 people that live here.

4
5 **Recognition of Boy Scout Troops**

6
7 Mayor Applegarth recognized Boy Scout Troops and their leaders that were in attendance prior
8 to the beginning of the meeting.

9
10 **Riverton Choice Awards for Excellence in Education – Rosamond Elementary**
11 **School**

12
13 [6:34:36 PM](#) Council Member Tracy Thaxton presented the Riverton City Choice Awards for
14 Excellence in Education to the following individuals selected from Rosamond Elementary
15 School:

16
17 **Avery Broomhead** is a 5th grade student at Rosamond Elementary; she has great
18 academic skills and is dedicated to doing her personal best in all areas. One of
19 Avery’s strengths is her ability to focus on what is most important. Avery is a
20 kind and compassionate girl; she extends her help to both students and adults.

21
22 **Sean Christener** is a 6th grade student; it doesn’t matter who or where Sean is,
23 his behavior is exceptional. He is an excellent member of our school’s Safety
24 Patrol. He was one of the first students to volunteer as a “Leader” at Rosamond.
25 He is always prepared and ready to listen. Any teacher would be lucky to teach
26 Sean.

27
28 **Jessica Soffe** teaches the 4th grade and is a dedicated teacher. She knows students
29 as individuals and works hard to meet their needs. Parents and students appreciate
30 her warm and direct communication. Jessica is an advocate for all students at
31 Rosamond Elementary and has helped guide the school as a member of the
32 “Leader in Me” Lighthouse team.

33
34
35 **Recognition of “2013 DARE Program Tee Shirt Design” Contest Winner**

36
37 [6:40:03 PM](#) Chief Rod Norton and Deputy Lopez presented an “Outstanding Citizen Award” to Kaeley
38 Robison who designed a new 2013 D.A.R.E. Graduate T-shirt for schools and COP programs. Council
39 Member Sheldon Stewart congratulated Kaeley on her outstanding achievement.

40
41 **Public Comments**

42
43 [6:46:15 PM](#) Mayor Applegarth explained the public comment procedure and welcomed public
44 comments.

45
46 [6:46:29 PM](#) **Heidi Christensen** referred to a post card that was sent to her parents, residents of
47 Lehi, Utah, that they received from Lehi City announcing a regional park design and said it

1 would have been nice for the Riverton residents to receive a like announcement for the Main
2 Park Renovation.

3
4 There were no further comments and Mayor Applegarth closed the Public Comment period.

5 6 **2. STAFF REPORTS**

7
8 [6:48:57 PM](#) **Lance Blackwood, City Manager**, called for the following Staff Reports:

9
10 [6:49:16 PM](#) **Chief Norton** spoke of a prior ground breaking ceremony for the Riverton Precinct
11 that will be located north of City Hall.

12
13 [6:50:11 PM](#) **Sheril Garn**, Parks & Recreation Director, thanked Mayor Applegarth and City
14 Council Members for funding and supporting the recent Arrival of Santa community event.

15
16 **Safety Training** – No Report

17 18 **3. PUBLIC HEARINGS**

19 20 **1. Public Hearing – Proposed amendments to the 2013-2014 Fiscal Year Budget**

21
22 [6:50:38 PM](#) Lisa Dudley, Finance Director, presented a proposed Amended Budget for the 2013-
23 2014 Fiscal Year.

24
25 Mayor Applegarth asked for comments or questions from the City Council regarding the
26 proposed amendments to the FY 2013-2014 Budget; there being none, he opened the Public
27 Hearing and called for public comment. There being no comments, he declared the Public
28 Hearing closed.

29 30 **Resolution No. 13-60 - Approving Amendments to the 2013-2014 Fiscal Year Budget**

31
32 [6:51:59 PM](#) Council Member Tracy Thaxton **MOVED** the Riverton City Council approve
33 **Resolution No. 13-60 - Approving Amendments to the 2013-2014 Fiscal Year Budget**.
34 Council Member Sheldon Stewart **SECONDED** the motion. Mayor Applegarth called for
35 discussion on the motion; there being none, he called for a Roll Call Vote. The vote was as
36 follows: Johnson-Yes, Leavitt-Excused, Stewart-Yes, Thaxton-Yes and Tingey-Yes. **The motion**
37 **passed unanimously**.

38 39 **2. Public Hearing – Proposed rezone of 3.51 acres, located at 13270 South Lovers Lane,** 40 **from R-1 to RR-22, allowing single family ½ acre lots - Lighten Investments, Applicant**

41
42 [6:52:37 PM](#) Jason Lethbridge, Planning Manager, explained that Lighten Investments LLC
43 submitted an application requesting that 3.51 acres located at 13270 South Lovers Lane be
44 rezoned from R-1 (Residential 1 acre lots) to RR-22 (Rural Residential ½ acre lots). The
45 property is zoned R-1 and is currently vacant ground. To the north, property is zoned RR-22.
46 Property to the west is zoned RR-22, with one parcel on the north west zoned R-1 that does not
47 conform to the 1 acre requirements of the R-1 zone. South of the property is a vacant parcel
48 owned by Riverton City that is zoned R-1. East on the adjacent side of Lovers Lane property is

1 zoned a mix of RR-22 and R-1. The main differences between the R-1 and RR-22 zone being
2 considered for this property are lot size minimum. The R-1 zone requires a minimum lot size of 1
3 acre or 43,560 square feet. The RR-22 zone requires a minimum lot size of ½ acre or 21,780
4 square feet. All land uses permitted in the R-1 zone are also permitted in the RR-22 zone,
5 including the ownership of large animals.

6
7 Mr. Lethbridge explained that Riverton City's General Plan designates this entire area as Estate
8 Density Residential, which requires ½ acre lots or larger. Both the R-1 and RR-22 zones comply
9 with this designation and the requested rezone does comply with the City's recently approved
10 General Plan.

11
12 He said that on November 14, 2013, the Planning Commission voted to recommend approval of
13 the rezone application.

14
15 [6:55:00 PM](#) Mayor Applegarth explained that the issue before the Council is a rezone only,
16 which allows the opportunity to develop ½ acre lots. He then opened a Public Hearing and
17 called for comments.

18
19 [6:58:58 PM](#) **Bob Bell** expressed his concern that stormwater runoff would affect his property.
20 Mayor Applegarth said those issues would be addressed as part of the Site Plan process.

21
22 [7:01:23 PM](#) **Gary Curtis** said his property borders the proposed rezone property and there is a
23 natural spring that drains down through the subdivision and drops into a basin. He said that
24 water finds the path of least resistance and he is concerned for his property.

25
26 [7:06:13 PM](#) **Rich Lighten**, Developers, confirmed that they would develop the property for the
27 betterment of the residents and the City.

28
29 There being no further comments, Mayor Applegarth declared the Public Hearing closed.

30
31 [7:08:28 PM](#) Mr. Lethbridge addressed questions from Council Members.

32
33 **Ordinance No. 13-21 – Approving a Rezone of 3.51 acres located at 13270 South Lovers**
34 **Lane from R-1 (Residential 1 Acre Lots) to RR-22 (Rural Residential ½ Acre Lots), –**
35 **Lighten Investments, Applicant**

36
37 [7:09:58 PM](#) Council Member Brent Johnson spoke of processes that must occur prior to
38 subdividing and developing the proposed property. He then **MOVED the Riverton City**
39 **Council adopt Ordinance No. 13-21 Rezoning 3.51 acres located at 13270 South Lovers**
40 **Lane from R-1 (Residential 1 Acre Lots) to RR-22 (Rural Residential ½ Acre Lots).** Council
41 Member Sheldon Stewart **SECONDED** the motion. Mayor Applegarth called for discussion on
42 the motion; there being none, he called for a Roll Call Vote. The vote was as follows: Johnson-
43 Yes, Leavitt-Excused, Stewart-Yes, Thaxton-Yes and Tingey-Yes. **The motion passed**
44 **unanimously.**

45
46 **3. Public Hearing – Proposed rezone of 10.56 acres located at 13601 South 1200 West from**
47 **R-1 to RR-22, allowing single family ½ acre lots - Todd Demarets, Applicant**
48

1 [7:11:39 PM](#) Jason Lethbridge, Planning Manager, explained that Todd Demarets submitted an
2 application requesting that 10.56 acres of property located at approximately 13701 South Lovers
3 Lane be rezoned from R-1 (Residential 1 acre lots) to RR-22 (Rural Residential ½ acre lots). The
4 property is currently vacant property with frontage onto Lovers Lane. Property to the north is
5 currently zoned R-1. Property to the south and east are also zoned R-1. To the west property is
6 zoned predominantly RR-22.

7
8 Mr. Lethbridge said the main differences between the R-1 and RR-22 zone being considered for
9 this property are lot size minimum. The R-1 zone requires a minimum lot size of 1 acre or 43,560
10 square feet. The RR-22 zone requires a minimum lot size of ½ acre or 21,780 square feet. All
11 land uses permitted in the R-1 zone are also permitted in the RR-22 zone, including the
12 ownership of large animals.

13
14 Mr. Lethbridge said that Riverton City's General Plan designates this entire area as Estate
15 Density Residential. This designation requires ½ acre lots or larger. Both the R-1 and RR-22
16 zones comply with this designation and the requested rezone does comply with the City's
17 recently approved General Plan.

18
19 He said that on November 14, 2013, the Planning Commission voted to recommend approval of
20 the proposed rezone application.

21
22 [7:16:41 PM](#) Mr. Lethbridge addressed questions from Council Members.

23
24 [7:18:37 PM](#) Mayor Applegarth opened a Public Hearing and called for comments. There being
25 no comments, he declared the Public Hearing closed.

26
27 **Ordinance No. 13-22 – Approving rezone of 10.56 acres located at 13601 South 1200**
28 **West from R-1 (Residential 1 Acre Lots) to RR-22 (Rural Residential ½ Acre Lots),–**
29 **Todd Demarets, Applicant**

30
31 [7:18:54 PM](#) Council Member Brent Johnson **MOVED the Riverton City Council adopt**
32 **Ordinance No. 13-22 – rezoning 10.56 acres located at 13601 South 1200 West from R-1**
33 **(Residential 1 Acre Lots) to RR-22.** Council Member Tracy Thaxton **SECONDED** the motion.
34 Mayor Applegarth called for discussion on the motion; there being none, he called for a Roll Call
35 Vote. The vote was as follows: Johnson-Yes, Leavitt-Excused, Stewart-Yes, Thaxton-Yes and
36 Tingey-Yes. **The motion passed unanimously.**

37
38 **4. Public Hearing – Proposed rezone of 23.71 acres of property located near 12939 South**
39 **Sunday Drive be rezoned from R-1 (Residential 1 acre minimum lot size) and RR-22**
40 **(Residential ½ acre minimum lot size) to R-4-SD (Residential single family, min. lot size**
41 **of 10,000 SF with specific development designations), and designate said property as**
42 **MDR in the Riverton City General Plan, Taylor Spendlove representing Brighton**
43 **Homes, Applicant**

44
45 [7:20:29 PM](#) Mayor Applegarth said that representatives from Brighton Homes were not able to
46 attend due to the snow storm. Discussion was held regarding meeting procedures and dates.

47
48 [7:21:16 PM](#) Ryan Carter, City Attorney, explained the following options to the Council:

- 1 1. Continue Public Hearing to date certain
- 2 2. Open Public Hearing, take comment and recommend the item be continued to January 7,
- 3 2014 for action.
- 4 3. Open Public Hearing, take comment and close it and make a decision; however, that was
- 5 not Mr. Carter's recommendation.

6
7 [7:23:34 PM](#) Council Member Tracy Thaxton **MOVED to continue the Public Hearing to**
8 **January 7, 2014.** Council Member Brent Johnson **SECONDED** the motion. Mayor Applegarth
9 called for discussion on the motion; there being none, he called for a Roll Call Vote. The vote
10 was as follows: Johnson-Yes, Leavitt-Excused, Stewart-Yes, Thaxton-Yes and Tingey-Yes. **The**
11 **motion passed unanimously.**

12
13 **5. Public Hearing – Proposed amendment to the Specific Development designation for the**
14 **Summerwood Estates Subdivision, located at 13200 South 3600 West, amending the**
15 **limitation to a minimum of 60% 1/3 acre lots – Ivory Homes, Applicant**

16
17 [7:24:18 PM](#) Jason Lethbridge, Planning Manager, explained that Ivory Development, LLC,
18 submitted an application for Final Plat approval for the Summerwood Estates Phase 4. When this
19 property was originally rezoned in 2006, the City Council added to the underlying R-4 Zone a
20 SD designation that required that “a minimum of 60% of the land in the subdivision be
21 developed with a minimum of 14,000 square foot lots”.

22
23 Mr. Lethbridge said that requirement applied to the entire development, as opposed to a phase by
24 phase calculation. With the lot configuration as it is currently shown in Phase 4, the
25 Summerwood Subdivision does not comply with the requirement for 60% of the land to be
26 developed with 1/3 acre lots. However, Ivory Homes has made application to amend the SD
27 designation, allowing lots that meet the R-3 Zone requirements for width of at least 90 feet to be
28 counted rather than just lots that are above 14,000 square feet. With this amendment, the
29 proposed layout of Phase 4 brings the subdivision into compliance. However, if that amendment
30 is not approved, the applicant must reconfigure the lots within Phase 4 to include additional 1/3
31 acre lots. This will not affect the roads or other infrastructure, only the lots themselves.

32
33 Mr. Lethbridge said that on November 14, 2013, the Planning Commission voted to recommend
34 approval of the amended zoning designation application.

35
36 [7:27:43 PM](#) Mayor Applegarth opened a Public Hearing and called for comments.

37
38 [7:27:47 PM](#) **Dave Reinhold** said his concern was that Ivory Development was changing the size
39 of the lots after people have built their homes in the subdivision; he felt there was no reason to
40 grant an amendment. By the show of hands, many residents in attendance agreed with Mr.
41 Reinhold. He said the reason they purchased a home in the Ivory Development was because of
42 the lot sizes and he spoke against the rezone so that smaller lots would not be allowed.

43
44 [7:31:45 PM](#) **Brian Jansen** discussed the Ivory Development property through each phase and
45 said they bought their home on the current advertisement they had. He expressed his
46 disappointment in Ivory Development in trying to sell smaller lots in their established zoned
47 development.

1 [7:33:06 PM](#) **Curtis** expressed concern that adding more people in their development would
2 cause problems with safety of children due to increased traffic. He also said that zoning for
3 smaller lots would decrease their property values and he does not see the need to change the
4 zoning.

5
6 [7:35:06 PM](#) **John Trentman** said that his biggest concern was the affected property values. His
7 concern was also the increased traffic that would occur if smaller lots were allowed that would
8 allow more people. He spoke in opposition to the proposed zone change.

9
10 [7:36:07 PM](#) **Unidentified** said he is on his fourth home and he has learned not to trust developers
11 but he would like to trust zoning. He expressed his disappointment that developers could not be
12 in attendance because of the weather because of the sacrifices he and others made to be in
13 attendance to the meeting. He said that he counts on the City Council to do the right thing but he
14 said that he feels the City is tilted toward developers.

15
16 [7:37:25 PM](#) **Brian Prince**, Ivory Homes, explained that their primary objective for the proposed
17 amendment is for wider, larger lots. He said it would provide a larger number of wider lots with
18 no plans to change the product. He said the current zoning allows 34 lots but the proposed zoning
19 would allow 39 lots; however, with the proposed zone change the homes could be built to allow
20 three car garages.

21
22 [7:42:26 PM](#) **John Hill** said he bought his lot in October 2012 and Ivory Development blamed the
23 City because they did not dig until April 2013. He said that Ivory Development was bad
24 mouthing the City.

25
26 There being no further comments, Mayor Applegarth declared the Public Hearing closed.

27
28 **Ordinance No. 13-24 – Approving an amendment to Ordinance 1-17-06-1, Specific**
29 **Development Designation regarding required lot sizes for Summerwood Estates located**
30 **at 13200 South 3600 West, Ivory Homes, Applicant**

31
32 [7:44:04 PM](#) Council Member Stewart Sheldon **MOVED the Riverton City Council DENY**
33 **Ordinance No. 13-24 – amending Ordinance 1-17-06-1, Specific Development Designation**
34 **for Summerwood Estates located at 13200 South 3600 West.** Council Member Tracy Thaxton
35 **SECONDED** the motion. Mayor Applegarth called for discussion on the motion; there being
36 none, he called for a Roll Call Vote. The vote was as follows: Johnson-Yes, Leavitt-Excused,
37 Stewart-Yes, Thaxton-Yes and Tingey-Yes. **The motion passed unanimously.**

38
39 **4. DISCUSSION/ACTION ITEMS**

40
41 **3. Resolution No. 13-59 - Acknowledging receipt and expressing support of the 2014**
42 **Tentative Budget of the Salt Lake Valley Law Enforcement Service Area and the Law**
43 **Enforcement Service Plan for the areas within the Salt Lake Valley Law Enforcement**
44 **Service Area**

45
46 [7:45:36 PM](#) Kerri Nakamura, SLVLESA, explained that as the Salt Lake Valley Law
47 Enforcement Service Area moves forward with its first full year budget process with Riverton as
48 a member, SLVLESA Board members would like to share its tentative 2014 budget with the

1 Riverton City Council. Utah State Law 17B- 2a-903 requires that SLVLESA obtain the prior
2 consent of the municipal councils represented by SLVLESA prior to implementing a property
3 tax adjustment. The Board is not anticipating a property tax increase for 2014, so SLVLESA is
4 not asking the Riverton City Council to approve its tax levy or certified tax rate. Rather, the
5 SLVLESA board seeks support of the SLVLESA 2014 budget as a part of SLVLESA's ongoing
6 commitment to openness and transparency.

7
8 Kerri Nakamura addressed questions from the Council Members.

9
10 [7:52:28 PM](#) Council Member Roy Tingey **MOVED the Riverton City Council approve**
11 **Resolution No. 13-59 - Acknowledging receipt and expressing support of the 2014 Tentative**
12 **Budget of the Salt Lake Valley Law Enforcement Service Area and the Law Enforcement**
13 **Service Plan for the areas within the Salt Lake Valley Law Enforcement Service Area.**
14 Council Member Brent Johnson **SECONDED** the motion. Mayor Applegarth called for
15 discussion on the motion; there being none, he called for a Roll Call Vote. The vote was as
16 follows: Johnson-Yes, Leavitt-Excused, Stewart-Yes, Thaxton-Yes and Tingey-Yes. **The motion**
17 **passed unanimously.**

18
19 **1. Commercial Site Plan – Final Site Plan, Riverton Clinic Building, located at 3852 West**
20 **13400 South, Commercial Regional Zone, Chas Johnson representing Rockworth**
21 **Companies, Applicant**

22
23 [7:53:41 PM](#) Jason Lethbridge, Planning Manager, explained that Chas Johnson, representing
24 Rockworth Companies, submitted application for the Riverton Medical Clinic Building. The
25 proposed site is located at the northeast corner of 13400 South and the Bangerter Highway,
26 within the Home Depot development. The property is zoned Commercial Regional, and the
27 surrounding property is similarly zoned. The property consists of approximately 1.5 acres.

28
29 Mr. Lethbridge said that the parcel is part of the overall Home Depot development. At the time
30 the Home Depot project was originally approved, it was unclear how the interchange at 13400
31 South and the Bangerter Highway was going to develop, and so a large swath of land along the
32 west boundary line adjacent to the Bangerter Highway was left undeveloped. UDOT has now
33 completed construction of the continuous flow intersection, and the property needs for that
34 intersection are met. The proposed development is on the remainder parcel of that land that was
35 held back pending UDOT's completion of the intersection.

36
37 Mr. Lethbridge said the building is two stories, with a 14,000 square foot footprint, for a total of
38 28,000 square feet. The provided parking includes 76 onsite stalls, and a shared parking
39 agreement with Home Depot. The existing Home Depot parking lot does have excess stalls
40 beyond that required for the square footage of the store, so parking congestion is not anticipated.
41 The office site does include stalls that will be accessed directly from the shared drive that
42 currently comes into the Home Depot parking lot, but with the volume and pace of traffic access
43 to this site, there should not be traffic flow conflicts that would interfere with vehicle movement
44 through the center.

45
46 Mr. Lethbridge said that on November 21, 2013, the Planning Commission voted to recommend
47 approval of the final site plan application with the following conditions:
48

- 1 1. Storm drainage systems and accommodation comply with Riverton City standards
2 and ordinances, and with the recommendations of the Riverton City Engineering
3 Division.
- 4 2. An interim storm drainage and erosion control plan and an access management plan
5 be approved by the City prior to any construction or grading on the site.
- 6 3. The site and structures comply with any and all applicable Riverton City standards
7 and ordinances, including the International Building and Fire Codes.
- 8 4. Any and all rooftop equipment shall be screened from view with parapet walls.
9

10 [8:00:58 PM](#) Council Member Sheldon Stewart asked if UDOT would have sufficient right of way to
11 accommodate an overpass at that intersection. Trace Robinson confirmed that there would be sufficient
12 right of way for that purpose.
13

14 [8:02:46 PM](#) Council Member Sheldon Stewart **MOVED the Riverton City Council approve**
15 **the Riverton Medical Clinic final commercial site plan, application number PL-13-8009,**
16 **located at 3852 West 13400 South, with the conditions outlined in the Staff Report.** Council
17 Member Brent Johnson **SECONDED** the motion. Mayor Applegarth called for discussion on the
18 motion; there being none, he called for a Roll Call Vote. The vote was as follows: Johnson-Yes,
19 Leavitt-Excused, Stewart-Yes, Thaxton-Yes and Tingey-Yes. **The motion passed unanimously.**
20

21 **2. Summerwood Phase 4 – Final site plan approval, Summerwood Estates Phase 4,**
22 **Located at 13200 South 3600 West, 39 lots, Ivory Development, LLC., Applicant**
23

24 [8:06:11 PM](#) Council Member Roy Tingey **MOVED the Riverton City Council table this item**
25 **until January 7, 2014.** Council Member Sheldon Stewart **SECONDED** the motion. Mayor
26 Applegarth called for discussion on the motion; there being none, he called for a Roll Call Vote.
27 The vote was as follows: Johnson-Yes, Leavitt-Excused, Stewart-Yes, Thaxton-Yes and Tingey-
28 Yes. **The motion passed unanimously.**
29

30 **4. Resolution No. 13-62 – Amending a previously adopted Amended and Restated**
31 **Interlocal Agreement for the Salt Lake Valley Emergency Communications Center**
32 **(VECC)**
33

34 [8:06:58 PM](#) Ryan Carter, City Attorney, explained that on October 15, 2013, under Resolution
35 No. 13-52, Riverton City approved and adopted an amended and restated interlocal agreement
36 between certain member agencies for the Salt Lake Valley Emergency Communications Center
37 which is known as VECC. At a board meeting on November 20, 2013, West Valley City (one of
38 the member agencies) presented a request for modification to Paragraph 9(d) of the previously
39 approved agreement. Paragraph 9(d) will be amended (where underlined) to read as follows:
40

41 (d) Decisions, Quorum. A Quorum shall be required for the transaction of all business of
42 the Board of Trustees, and shall consist of a majority of the total number of Member
43 representatives, and that majority must represent a majority of the weighted voting rights
44 represented on the Board of Trustees. Most decisions shall require a vote of a majority of
45 the total weighted votes present. Any vote to approve a budget increase over the last
46 approved budget by more than 2% **or any vote to approve an expenditure of money in**
47 **excess of \$500,000** shall require a supermajority vote of 2/3 of all the Member
48 representatives and 2/3 of all the weighted votes. Supermajority voting may also be
49 required if expressly elsewhere so provided by this Agreement, applicable law, the

1 Bylaws, or the rules or policies of the Board of Trustees; provided that a bylaw, policy or
2 rule providing for supermajority voting on a matter must be approved by the same
3 supermajority vote.

4
5 **8:15:17 PM** Mr. Carter addressed questions from the Council.

6
7 Instructing VECC representative Ryan Carter to not set an implementation date before the CAD
8 system controversy is resolved. Financial penalty ...

9
10 Council Member Roy Tingey **MOVED the Riverton City Council approve Resolution No.**
11 **13-62** – **Authorizing the Mayor to execute the amendment to the previously Amended and**
12 **Restated Interlocal Agreement between certain member agencies for the Salt Lake Valley**
13 **Emergency Communications Center (VECC), which is known as VECC. However, this**
14 **resolution will not be made effective until after VECC has decided how to renovate its**
15 **computer automated dispatch system.** Council Member Sheldon Stewart **SECONDED** the
16 motion. Mayor Applegarth called for discussion on the motion; there being none, he called for a
17 Roll Call Vote. The vote was as follows: Johnson-Yes, Leavitt-Excused, Stewart-Yes, Thaxton-
18 Yes and Tingey-Yes. **The motion passed unanimously.**

19
20 **5. CONSENT AGENDA**

21
22 Mayor Applegarth presented the following Consent Agenda:

- 23
1. **Minutes:** RCCM 11-19-13
 2. **Bond Releases:** No Bond Releases at this time
 3. **Resolution No. 13-61** - Establishing Annual Meeting Schedules for the Year 2014 –
Virginia Loader, City Recorder
 4. **Resolution No. 13-63** – Authorizing an agreement with Freada Mascaro, Stacey
Mascaro, and the James M. Mascaro Family Ltd Partnership for the acquisition of
approximately 2.83 acres of land at 4150 West 12600 South - *Trace Robinson, Public*
Works Director
 5. **Resolution No. 13-64** – Approving a revision to the Personnel Policies and
Procedures Manual, Part 16.2 Vacation, Selling Vacation

24
25 **8:19:04 PM** Council Member Sheldon Stewart **MOVED to approve the Consent Agenda as**
26 **stated.** Council Member Tracy Thaxton **SECONDED** the motion. Mayor Applegarth called for
27 discussion on the motion; there being none, he called for a Roll Call Vote. The vote was as
28 follows: Johnson-Yes, Leavitt-Excused, Stewart-Yes, Thaxton-Yes and Tingey-Yes. **The motion**
29 **passed unanimously.**

30
31 **6. ELECTED OFFICIAL REPORTS**

32
33 **Mayor Bill Applegarth – 8:19:30 PM reported that he will be away from the office until**
34 **January 5th, and Al Leavitt will be Mayor pro-tem.** He then commended all departments for
35 their outstanding professionalism. He then thanked the City Council for their funding for salaries
36 and for their vision. He then said he will miss the two outgoing City Council Members as their
37 service ends and he is grateful for their association.

38

1 **Council Member Brent Johnson** – [8:23:57 PM](#) echoed the Mayor’s remarks regarding the
2 outgoing Council Members. He then thanked the staff for their teamwork and for their response
3 to his needs. He then presented a picture of a garage door opener and explained that the bulb was
4 too big for the unit and it started a fire in his son’s home. He urged everyone to be aware of such
5 dangers and to be safe.

6
7 **Council Member Al Leavitt** – Excused

8
9 **Council Member Sheldon Stewart** – [8:30:17 PM](#) paid tribute to Council Member Tracy
10 Thaxton for his service as a Council Member. He commented on the ground breaking ceremony
11 for the UPD Riverton Precinct building.

12
13 **Council Member Tracy Thaxton** – No report – Happy Holidays.

14
15 **Council Member Roy Tingey** – No report

16
17 **7. UPCOMING MEETINGS**

18
19 [8:33:30 PM](#) Mayor Applegarth reviewed the following upcoming meetings:

- 20
1. December 17, 2013 – No Meeting Scheduled
 2. January 7, 2014 - Oath of Office Ceremony & Reception – 6:00 p.m.
 3. January 7, 2014 - Regular City Council Meeting – 6:30 p.m.
 4. January 14, 2014 - Work Session – 6:30 p.m.

21
22 **8. CLOSED SESSION**

23
24 A Closed Session was not held.

25
26 **9. ADJOURN**

27
28 [8:33:54 PM](#) Council Member Tracy Thaxton **MOVED to adjourn**. Council Member Roy
29 Tingey **SECONDED** the motion. Mayor Applegarth called for discussion on the motion; there
30 being none, he called for a vote. The vote was as follows: Council Member Johnson-Yes,
31 Leavitt-Excused, Stewart-Yes, Thaxton-Yes and Tingey-Yes. **The motion passed unanimously.**
32 The City Council Meeting adjourned at 8:33 p.m.

33
34
35
36
37 _____
38 Virginia Loader, MMC
39 Recorder

40 Approved:



Item No. _____

Issue Paper

Presenter/Submitted By:	G Trace Robinson
Subject: <u>90 % Bond release for CREST COMMERCIAL / NUTTALS</u>	Meeting Date: 01/07/2014
	Fiscal Impact: \$N/A
	Funding Source: N/A
Background: Engineering, Public Works and Water Departments have performed the necessary infrastructure inspections for the <u>CREST COMMERCIAL / NUTTALS</u> 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 <u>90 %</u> release of the bond and that the City accept the improvements.	
Recommendation: It is recommended that approval be give to release <u>90 %</u> 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.**

CREST COMMERCIAL / NUTTALS Improvement	ORIGINAL BOND AMOUNT 1/8/2012	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	\$ 51,105.85			1/7/2014	\$ 45,995.27			\$ 5,110.59
Secondary Water	6,425.91			1/7/2014	5,783.32			642.59
Demolition	-			1/7/2014	-			-
Storm Drain	23,530.00			1/7/2014	21,177.00			2,353.00
Streets	12,600.00			1/7/2014	11,340.00			1,260.00
Sidewalk & Signs	-			1/7/2014	-			-
Street Lights	-			1/7/2014	-			-
Fencing & Landscaping	-			1/7/2014	-			-
Record Drawings & GIS	500.00			1/7/2014	450.00			50.00
Other	-			1/7/2014	-			-
								-
								-
								-
								-
								-
Total	\$ 94,161.76		\$ -		\$ 84,745.58		\$ -	\$ 9,416.18

Total amount of bond release requested: **\$ 84,745.58**

**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

12-26-13
Date

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


Water Director's Signature

12-19-13
Date

RIVERTON CITY
SUBDIVISION BOND REDUCTION REQUEST

DEVELOPER'S INFORMATION

1. Subdivision Name: **CREST COMMERCIAL / NUTTALS**
2. Address: **12542 S DOREEN DR**
3. Subdivision Developer: **BANGERTER JORDAN**
4. Bond Company: **ZIONS FIRST NATIONAL BANK NA**
5. **90%** Bond Release Request date: **October 2, 2013**
6. Date of bond release approval by City Council: **January 7, 2014**
7. Description of completed subdivision improvements (attached.)

CITY APPROVAL

Amount of bond release approved by Staff: **\$ 84,745.58**

Date of bond release approval by Staff: **December 12, 2013**

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

Mayor, Riverton City

Date

Attest:

Date



Item No. _____

Issue Paper

Presenter/Submitted By:	G Trace Robinson	
Subject: <u>100 % Bond release for MOUNTAINVIEW RANCH SUBDIVISION</u>	Meeting Date: 01/07/2014	
	Fiscal Impact: \$N/A	
	Funding Source: N/A	
Background: Engineering, Public Works and Water Departments have performed the necessary infrastructure inspections for the <u>MOUNTAINVIEW RANCH SUBDIVISION</u> 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 <u>100 %</u> release of the bond and that the City accept the improvements.		
Recommendation: It is recommended that approval be give to release <u>100 %</u> 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.**

MOUNTAINVIEW RANCH SUBDIVISION Improvement	ORIGINAL BOND AMOUNT 10/5/2012	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	\$ -							\$ -
Secondary Water	14,287.50			11/13/2012	\$ 12,858.75	1/7/2014	\$ 1,428.75	-
Demolition	-			11/13/2012	-	1/7/2014	-	-
Storm Drain	1,000.00			11/13/2012	900.00	1/7/2014	100.00	-
Streets	-			11/13/2012	-	1/7/2014	-	-
Sidewalk & Signs	21,084.38			11/13/2012	18,975.94	1/7/2014	2,108.44	-
Street Lights	-			11/13/2012	-	1/7/2014	-	-
Fencing & Landscaping	-			11/13/2012	-	1/7/2014	-	-
Record Drawings & GIS	250.00			11/13/2012	225.00	1/7/2014	25.00	-
Other	-							-
								-
								-
								-
								-
								-
Total	\$ 36,621.88		\$ -		\$32,959.69		\$ 3,662.19	\$ -

Total amount of bond release requested: **\$ 3,662.19**

**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

12-26-13
Date

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


Water Director's Signature

12-19-13
Date

RIVERTON CITY
SUBDIVISION BOND REDUCTION REQUEST

DEVELOPER'S INFORMATION

1. Subdivision Name: **MOUNTAINVIEW RANCH SUBDIVISION**
2. Address: **13624 S 1300 W**
3. Subdivision Developer: **DOWDELL TYSON**
4. Bond Company: **RIVERTON CITY**
5. 100% Bond Release Request date: **October 16, 2013**
6. Date of bond release approval by City Council: **January 7, 2014**
7. Description of completed subdivision improvements (attached.)

CITY APPROVAL

Amount of bond release approved by Staff: **\$ 3,662.19**

Date of bond release approval by Staff: **December 2, 2013**

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

Mayor, Riverton City

Date

Attest:

Date



Item No. _____

Issue Paper

Presenter/Submitted By:	G Trace Robinson	
Subject: <u>90 %</u> Bond release for <u>BURT BROTHERS TIRES / MSP</u>	Meeting Date: 01/07/2014	
	Fiscal Impact: \$N/A	
	Funding Source: N/A	
Background: Engineering, Public Works and Water Departments have performed the necessary infrastructure inspections for the <u>BURT BROTHERS TIRES / MSP</u> 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 <u>90 %</u> release of the bond and that the City accept the improvements.		
Recommendation: It is recommended that approval be give to release <u>90 %</u> 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.**

BURT BROTHERS TIRES / MSP Improvement	ORIGINAL BOND AMOUNT 2/7/2013	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	\$ 137,469.61			1/7/2014	\$ 123,722.65			\$ 13,746.96
Secondary Water	54,571.14			1/7/2014	49,114.03			5,457.11
Demolition	11,633.43			1/7/2014	10,470.09			1,163.34
Storm Drain	45,657.88			1/7/2014	41,092.09			4,565.79
Streets	13,678.39			1/7/2014	12,310.55			1,367.84
Sidewalk & Signs	6,744.00			1/7/2014	6,069.60			674.40
Street Lights	14,880.00			1/7/2014	13,392.00			1,488.00
Fencing & Landscaping	-			1/7/2014	-			-
Record Drawings & GIS	1,550.00			1/7/2014	1,395.00			155.00
Other	10,190.09			1/7/2014	9,171.08			1,019.01
								-
								-
								-
								-
								-
Total	\$ 296,374.54		\$ -		\$266,737.09		\$ -	\$ 29,637.45

Total amount of bond release requested: **\$ 266,737.09**

**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

12-26-13
Date

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


Water Director's Signature

12-19-13
Date

RIVERTON CITY
SUBDIVISION BOND REDUCTION REQUEST

DEVELOPER'S INFORMATION

1. Subdivision Name: **BURT BROTHERS TIRES / MSP**
2. Address: **13752 S REDWOOD RD**
3. Subdivision Developer: **BANGERTER/REDWOOD, LLC**
4. Bond Company: **RIVERTON CITY**
5. **90%** Bond Release Request date: **September 16, 2013**
6. Date of bond release approval by City Council: **January 7, 2014**
7. Description of completed subdivision improvements (attached.)

CITY APPROVAL

Amount of bond release approved by Staff: **\$ _____ -**

Date of bond release approval by Staff: **December 16, 2013**

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. 5.3

Presenter/Submitted By:	Mayor Applegarth	
Subject: Resolution No. 14-01 – Confirming the Mayor’s appointment of a Treasurer and a Recorder	Meeting Date: January 7, 2014	
	Fiscal Impact:	
	Funding Source:	
Background: UTAH CODE ANN § 10-3-916 provides that on or before the first Monday in February following a municipal election, the Mayor shall appoint, with the advice and consent of the City Council, a qualified person to the offices of Treasurer and Recorder. The Mayor is confirming his nomination of Steven Elms as Treasurer and Virginia Loader as Recorder.		
Recommendation: Approve the Mayor’s appointment for Riverton City’s Treasurer and Recorder.		
Recommended Motion: “I move the City Council adopt <u>Resolution No. 14-01</u> - appointing Steven Elms as Treasurer and Virginia Loader as Recorder.”		

RIVERTON CITY, UTAH
RESOLUTION NO. 14-01

**A RESOLUTION CONFIRMING THE MAYOR’S APPOINTMENT OF A TREASURER
AND A RECORDER**

WHEREAS, the Riverton City Council met in regular session on January 7, 2014 to consider, among other things, appointing a Treasurer and a Recorder; and,

WHEREAS, UTAH CODE ANN § 10-3-916 provides that on or before the first Monday in February following a municipal election, the Mayor shall appoint with the advice and consent of the City Council a qualified person to the offices of Treasurer and Recorder; and

WHEREAS, the Mayor hereby confirms his nomination of Steven Elms as Treasurer and Virginia Loader as Recorder; and,

WHEREAS, the City Council finds and determines that it is in the best interest of the health, safety and welfare of the citizens of Riverton to consent to the Mayor’s appointments.

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

1. The Riverton City Council hereby provides its consent to the appointment of Steven Elms as Treasurer and Virginia Loader as Recorder.
2. This Resolution shall take effect immediately upon passage.

PASSED AND ADOPTED by the City Council of Riverton, Utah, and this 7th day of January 2014 by the following vote:

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

RIVERTON CITY

[SEAL]

Bill Applegarth, Mayor

ATTEST:

Virginia Loader, MMC
Recorder



Issue Paper

Presenter/Submitted By:	G. Trace Robinson P.E.	
Subject: Approval of an Interlocal Cooperation Agreement Between Salt Lake County and Riverton City for a LiDAR (Light Detection and Ranging) survey of the City.	Meeting Date: January 7, 2013	
	Fiscal Impact: \$ 2,837.90	
	Funding Source: 65-60-610, 21-69-610	
Background: Salt Lake County has contracted to have an aerial LiDAR survey completed of the entire county. This type of survey will provide the City with the following information which will be used for engineering, design, and planning: <ul style="list-style-type: none"> • Raw Point Cloud • Classified Point Cloud (8 points/m² with 9.25cm vertical RMSE) • Bare-Earth Digital Elevation Model (DEM) (0.5 meter cell size with 9.25cm vertical RMSE and Hydro-Flattening) • First Return Surface Model (0.5 meter cell size) • Intensity Images (0.5 meter resolution GEO TIFFs) • Metadata • Digital 1 foot contour map of the City. <p>We have been paying in excess of \$3,000 for LiDAR surveys on our simplest projects. This County project will provide accurate data that will be used for many years to come.</p>		
Recommendation: Approval of an Interlocal Cooperation Agreement Between Salt Lake County and Riverton City for a LiDAR (Light Detection and Ranging) survey of the City.		
Recommended Motion: “I move the City Council approve <u>Resolution No. 14-02</u> - Authorizing the City to enter into an Interlocal Agreement with Salt County for an Aerial Survey of the City.”		

RIVERTON CITY, UTAH
RESOLUTION NO. 14-02

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN INTERLOCAL COOPERATION AGREEMENT WITH SALT LAKE COUNTY FOR AN AERIAL LiDAR (Light Detection and Ranging) SURVEY OF THE CITY

WHEREAS, Salt Lake County a body politic and political subdivision of the State of Utah, and Riverton City, a municipal corporation, have agreed to cooperate in the provision of services and facilities to their respective citizens; and,

WHEREAS, an agreement has been written to set forth the terms and conditions of the of the parties' agreement concerning an aerial LiDAR survey of Riverton City;

WHEREAS, such agreements are authorized and promulgated pursuant to the provisions of the Utah Interlocal Cooperation Act; and,

WHEREAS, the Riverton City Council does approve of the joint and cooperative action contemplated by said agreements;

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

1. The aforesaid Agreements for the aerial LiDAR survey of the City, copies of which are incorporated herein by reference, be, and hereby are approved, and the Mayor of Riverton is hereby authorized to execute the same.

PASSED AND ADOPTED by the City Council of Riverton, Utah, on this 7th day of January by the following vote:

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

RIVERTON CITY

[SEAL]

Bill Applegarth, Mayor

ATTEST:

Virginia Loader, MMC
City Recorder

County Contract No. _____

District Attorney No. _____

INTERLOCAL COOPERATION AGREEMENT

Between
SALT LAKE COUNTY
And
RIVERTON CITY

THIS INTERLOCAL COOPERATION AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2013, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah (“County”), and RIVERTON CITY, a municipal corporation of the State of Utah (“City”). The County and City are sometimes referred to as the “Parties”.

RECITALS

WHEREAS, County, for and on behalf of the County Surveyor’s Office, and the City desire to enter into an Interlocal Cooperation Agreement providing for the City to purchase LiDAR data from the Salt Lake County Surveyor’s Office; and

WHEREAS, County and City are governmental entities and authorized pursuant to the Utah Interlocal Cooperation Act, Utah Code Ann. §11-13-101, et seq. to enter into agreements for the joint cooperation of the parties for the benefit of their residents;

NOW, THEREFORE, the County and City enter into the following Agreement:

1. Project. The City will purchase high-resolution LiDAR elevation data for the entire area defined in this Agreement. The data will be acquired by the County in the Fall of 2013. Pricing will be based on cost per square mile. City agrees that delays in acquiring the LiDAR data that are through no fault of the County will not be a basis for termination of this Agreement or damages.

2. Finance. The City agrees to pay County the amount of \$2,837.90 for 13 square miles at a cost of \$218.30 per square mile for the services provided by the County Surveyor’s Office, which payment will be made upon completion and delivery of the work described in paragraph 1 above. City agrees to tender payment in full no later than 30 days after delivery.

3. Ownership. County and the City will jointly own the LiDAR data. The City and the County may use the LiDAR data without restriction. The City will also have access to LiDAR data at no additional cost to those areas that border their City. The Parties understand that the State of Utah and USGS may use the LiDAR data without restriction.

4. Deliverables: The LiDAR data will be re-projected and tiled into State Plane Utah Central Zone Feet. The County will coordinate all deliverables and QA/QC with the Utah Automated Geographic Reference Center (AGRC)/ U.S. Geological Survey (USGS). The anticipated final delivery is April 2014. Final delivery may vary depending on weather conditions, flight times, and/or other technical issues.

5. Duration and Termination, This Agreement shall take effect upon execution of this Agreement and shall terminate on December 31, 2014 unless an extension is agreed to in writing. Either party may terminate this Agreement with thirty days notice as provided for in paragraph 7 of this Agreement.

6. Separate Legal Entity. This Agreement does not create a separate legal entity.

7. Liability and Indemnification. Both parties are governmental entities under the Utah Governmental Immunity Act, Title 63, Chapter 30, Utah Code Ann., 1953, as amended. Consistent with the terms of this Act, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither party waives any defenses otherwise available under the Governmental Immunity Act.

8. Notice. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within two days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the Parties as set forth below:

County: Salt Lake County Mayor
2001 South State Street, N2100
PO Box 144575
Salt Lake City, Utah 84114-4575

Salt Lake County Surveyor
2001 South State Street, N1500
PO Box 144575
Salt Lake City, Utah 84114-4575

City: Riverton City
12830 South Redwood Road
Riverton, UT 84065

9. Miscellaneous Provisions. It is mutually agreed and understood by and between said Parties that:

A. Agents, employees, or representatives of each party shall not be deemed to be the agents, employees or representatives of the other;

B. This Agreement contains the entire agreement between the parties, with respect to the subject matter hereof, and no statements, promises, or inducements made by either

party or agents for either party that are not contained in this written Agreement shall be binding or valid; and this Agreement may not be enlarged, modified, or altered except in writing, and signed by the parties.

C. No real or personal property will be acquired, held, or disposed of in this cooperative undertaking.

D. The County designates Mark Miller as representative to assist in the management of this Agreement. The City designates Trace Robinson as representative to assist in the management of this Agreement. The representatives shall have no control over the means, methods, techniques or procedures employed in the services of this Agreement.

(Signature page follows)

IN WITNESS WHEREOF, the parties have subscribed their names and seals the day and year first above written.

SALT LAKE COUNTY

By _____
Mayor Ben McAdams or Designee

APPROVED AND AGREED TO:
SALT LAKE COUNTY SURVEYOR

By _____
Reid J. Demman PLS, County Surveyor

Approved as to Form and Legality:

By _____
Deputy District Attorney

Date _____

RIVERTON CITY

By _____
Mayor Bill Applegarth or Designee

ATTEST:

City Recorder

Approved as to Form and Legality:

Attorney for _____

Date _____



Issue Paper

Item No. 5.5

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 Auburn Fields at Cedar Hollow LLC	Meeting Date: January 7, 2014	
	Fiscal Impact: \$79,900.00	
	Funding Source: 66-68-300	
Background: As part of the construction of Cedar Hollow Town Homes located at approximately 11800 S Redwood Road, the developer was required to construct a storm drain system that exceeded his stormwater obligation as outlined in the Riverton impact fee schedule. This system 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 proposed resolution.		
Recommended Motion: "I move the City Council approve <u>Resolution No. 14-03</u> - authorizing the Mayor to execute a Stormwater Drainage Impact Fee Reimbursement Agreement between Riverton City and Auburn Fields at Cedar Hollow LLC for costs that exceed the developers required share to construct storm drainage improvements in the Cedar Hollow Townhome Development."		

RIVERTON CITY, UTAH
RESOLUTION NO. 14-03

**A RESOLUTION APPROVING THE EXECUTION OF A STORMWATER
DRAINAGE IMPACT FEE REIMBURSEMENT AGREEMENT BETWEEN
RIVERTON CITY AND AUBURN FIELDS AT CEDAR HOLLOW LLC**

WHEREAS, the Developer is developing a project commonly known as Cedar Hollow Townhomes (herein the “Project”), which is located at approximately 11800 South Redwood Rd., 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 BE IT RESOLVED by the Governing Body of Riverton City as follows:

1. The stormwater drainage impact fees reimbursement agreement between Riverton City and Auburn Fields at Cedar Hollow 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 Auburn Fields at Cedar Hollow LLC.

PASSED AND ADOPTED by the City Council of Riverton, Utah, and this 7th day of January 2014 by the following vote:

Council Member Brent Johnson	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Council Member Trent Staggs	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Council Member Sheldon Stewart	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Council Member Roy Tingey	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Council Member Paul Wayman	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

RIVERTON CITY

[SEAL]

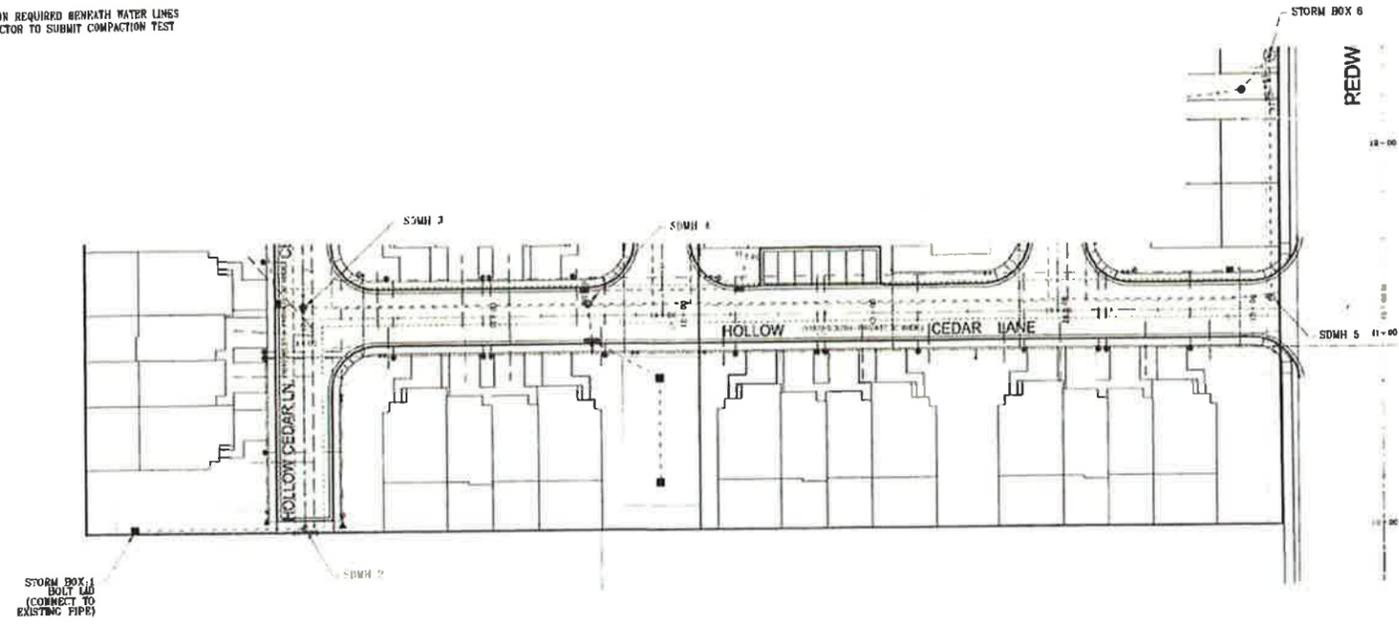
Bill Applegarth, Mayor

ATTEST:

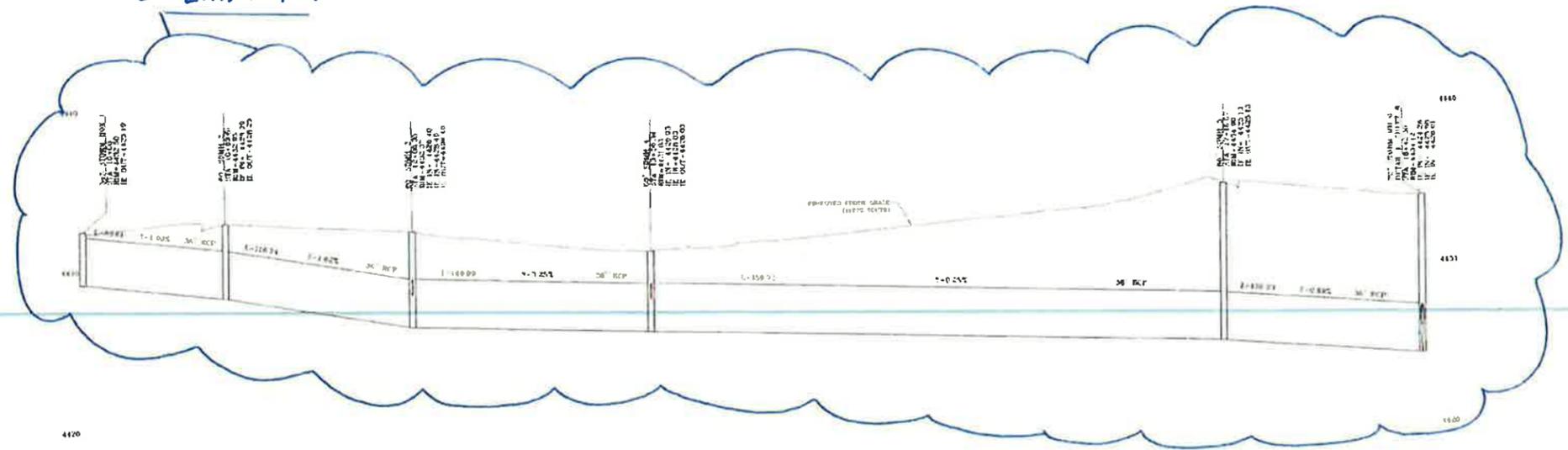
**Virginia Loader, MMC
Recorder**



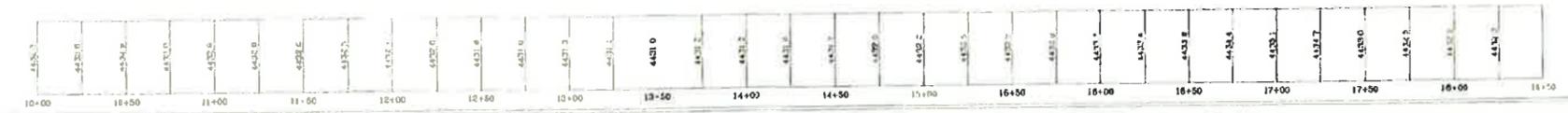
NOTE: (TYPICAL FOR ALL ROADS) 95% COMPACTION REQUIRED BENEATH WATER LINES WHERE PLACED ON IMPACT MATERIAL. CONTRACTOR TO SUBMIT COMPACTION TEST RESULTS TO D1C AT REQUIRED INTERVALS



EXCESS IMPROVEMENTS OF EXHIBIT A



VERT. SCALE: 1" = 3'



**ENGINEERS
SURVEYORS
PLANNERS**

3302 N. Main Street
Spanish Fork, UT 84680
Phone: 801.786.0555
Fax: 801.786.9393
office@l-i-eng.com
www.l-i-eng.com



CEDAR HOLLOW TOWN HOMES PLAT A
RIVERTON, UTAH
P & P DRAINAGE CHANNEL PIPING

REVISIONS	
1	12-17-2012 BTG PLAN UPDATE

PROJECT # 2005-0595-D
DRAWN BY: DSE
CHECKED BY: BTG
SCALE: 1" = 30'
DATE: 3/14/2013

EXHIBIT A

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

THIS REIMBURSEMENT AGREEMENT is entered into this _____ day of January, 2014, by and between Riverton City, Utah Municipal Corporation (herein the “City”) and Auburn Fields at Cedar Hollow LLC, a Utah Company, (herein the “Developer”).

W I T N E S S E T H :

WHEREAS, the Developer is developing a project commonly known as Cedar Hollow Townhomes (herein the “Project”), which is located at approximately 11800 South Redwood Rd., 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. **Storm Water 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 \$79,990.00. 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.** For the term of this Agreement, the City agrees to annually allocate no less than fifty percent (50%) of stormwater drainage impact fees collected in the City's fiscal year to reimbursement agreement payments. The parties hereby acknowledge that the City may enter into similar stormwater drainage impact fee reimbursement agreements with multiple parties. The parties hereby agree that reimbursement payments shall be made to all persons or entities that have entered into stormwater drainage impact fee reimbursement agreements with the City on a proportional basis. Allocated funds shall be paid on each Agreement proportionally based upon the current outstanding balance due under the terms of the Agreement. Payments from the City shall be made within 180 days of the receipt and allocation of the funds by the City. 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: Auburn Fields at Cedar Hollow LLC.
Contact Name: Jeff Mansell
Street Address: 8899 South 700 East #100
City, State & Zip Sandy, UT 84070
Phone: 801-550-2885
Tax Id #: 46-2092455

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 affected 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 on the day and year first above written.

RIVERTON CITY

Bill Applegarth, Mayor

Attest:

Virginia Loader, City Recorder

DEVELOPER

Signature

Name

Title

NOTARY CERTIFICATION

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

State of _____)
:SS
County of _____)

On this _____ day of _____, 2014, 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 to be the person (s) whose name(s) is/are subscribed to this instrument, and acknowledge that he/she/they exceeded the same.

Notary Public

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

State of Utah)
:SS
County of Salt Lake)

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 corporation], a corporation, and that said document was signed by him/her in behalf of said corporation by authority of its bylaws or of a Resolution of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.

Notary Public

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

State of Utah)
 :SS
County of Salt Lake)

On this _____ day of _____, 2014, 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 Utah)
 :SS
County of Salt Lake)

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



Issue Paper

Item No. 5.6

Presenter/Submitted By:	G. Trace Robinson P.E.	
Subject: License Agreement with the Utah and Salt Lake Distributing Canal	Meeting Date: January 7, 2014	
	Fiscal Impact: \$2000	
	Funding Source: 65-60-700	
Background: <p>The Stormwater Division is working on a project to correct a stormwater system deficiency that exists with the Riverton Village Detention Pond located at 12763 South Natalie Drive. During large storm events, stormwater will pass the detention system and flow onto private property.</p> <p>The project will provide a spillway into the pond and provide additional detention volume which will prevent flooding to adjacent properties. A spillway to the referenced canal is also necessary to insure runoff will safely pass to the canal in the event the Riverton Village Pond reaches maximum capacity. The Utah and Salt Lake Distributing Canal requires a permit and the referenced License Agreement to construct the spillway in the canal.</p>		
Recommendation: <p>Staff is requesting approval to enter into this License Agreement with the Utah and Salt Lake Distributing Canal.</p>		
Recommended Motion: <p>“I move the City Council approve <u>Resolution No. 14-04</u> - Authorizing the Mayor, or Designee, to approve the signing of the License Agreement.”</p>		

RIVERTON CITY, UTAH
RESOLUTION NO. 14-04

**A RESOLUTION AUTHORIZING THE CITY TO ENTER A LICENSE AGREEMENT
WITH THE UTAH AND SALT LAKE DISTRIBUTING CANAL**

WHEREAS, the City is in need of a stormwater spillway to the Utah and Salt Lake Distributing Canal from the Riverton Village Detention Pond located at 12763 South Natalie Drive; and,

WHEREAS, the Utah and Salt Lake Canal Company regulates the terms of encumbrances affecting the canal; and,

WHEREAS, the Utah and Salt Lake Canal Company is willing to grant approval for the spillway in accordance with construction plans submitted with the canal permit application, and,

WHEREAS, the Utah and Salt Lake Canal Company is willing to enter into this License Agreement with Riverton City and allow the spillway improvements, and,

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

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

1. The Riverton City Council hereby approves the terms of the License Agreement and authorizes the Mayor to execute said License Agreement.
2. This resolution shall become effective upon passage.

PASSED AND ADOPTED by the City Council of Riverton, Utah, on this 7th day of January by the following vote:

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

RIVERTON CITY

[SEAL]

Bill Applegarth, Mayor

ATTEST:

Virginia Loader, MMC
City Recorder

LICENSE AGREEMENT

(Riverton City 12763 S. Natalie Drive Spillway Drop-In)

This License Agreement is made and entered into by and between the Utah & Salt Lake Canal Company, a Utah non-profit corporation, P.O. Box 1181, West Jordan, Utah 84084, hereinafter referred to as "Licensor," and Riverton City, whose address is 1256 South 4100 West, Riverton, UT 84065, hereinafter referred to as the "Licensee."

WITNESSETH

WHEREAS, the Licensee is improving its Riverton Village detention pond system by creating a surface route to the pond, maintaining the existing detention pond volume and constructing a new spillway allowing runoff exceeding the capacity of the new 10 year event system to spill into Licensor's canal; and

WHEREAS, the new spillway and concrete apron is designed at the same location as the existing concrete apron and will be formed to prevent erosion of the concentrated flow at the spillway; and

WHEREAS, Licensee will construct the concrete apron in accordance with Licensor's "concrete apron and splash pad detail;"

WHEREAS, Licensee is seeking a license to construct and connect the new spillway to the canal; and

WHEREAS, the Licensor is willing to grant a license to the Licensee, provided the terms of this Agreement are strictly adhered to such that said license will not in any manner whatsoever interfere with the Licensor's use, operation, maintenance and repair of its canal and related facilities,

WHEREAS, the designed drop in pipe will be at the bottom of the canal flow line creating the likelihood of backflow and the possibility of leakage damage to adjacent landowners;

WHEREAS, Licensee is willing to specifically indemnify Licensee for any claims for damage caused by or related to the height of the drop-in.

NOW THEREFORE, in consideration of the mutual benefits which will accrue to the parties hereto, the parties agree as follows:

1. PURPOSE.

The purpose of this License Agreement is to provide a right to the Licensee to construct, maintain and operate a new spillway with associated concrete apron (hereinafter referred to as the "Works") in and across the Licensor's canal and related facilities. This license shall be limited to said purpose, and the Licensee shall have no right to alter the uses under this license in any manner without the prior written approval of the Licensor.

2. PERIOD.

The term of this License Agreement shall be 50 years unless terminated pursuant to paragraph 13 below; provided, this License Agreement may be extended for successive 50 year periods upon the written consent of the parties hereto.

3. LOCATION.

The Works shall be located at the approximate address of 12763 South Natalie Drive, Riverton, UT.

4. CONSTRUCTION AND INSTALLATION.

The Licensee shall construct and install the Works under this License Agreement strictly in accordance with the application, plans, drawings, and specifications approved by the Licensor and attached hereto as Exhibit "A."

5. RESPONSIBILITY FOR WORKS MAINTENANCE

Licensee shall be solely responsible for the cost of installation, operation and maintenance of the Works.

6. REIMBURSEMENT OF COSTS.

Concurrent with the execution of this Agreement, the Licensee shall pre-pay to the Licensor \$2,000 to reimburse the Licensor for legal, engineering and administrative costs and expenses that the Licensor may incur in connection with its review of this Agreement and the plans, drawings and specifications covering the Works. In the event that such costs and expenses exceed the prepayment amount above listed the Licensee shall pay the balance of such costs and expenses actually and reasonably incurred by the Licensor within 30 days of receipt of an itemized bill therefore.

7. BOND.

Licensee shall concurrently with the execution of this Agreement procure and provided to Licensor a performance surety bond in the amount of \$ -0-, to ensure timely and correct completion of the project.

8. RIGHTS RESERVED.

This License Agreement and all rights hereunder shall be held by the Licensee at all times subordinate and subject to the rights of the Licensor to use, operate, maintain, reconstruct and repair its canal and related facilities. Licensor reserves the right to grant additional licenses, rights-of-way or easement for compatible uses of the lands involved in this License Agreement. Licensor reserves the right to unlimited ingress and egress to and from said lands for the purpose of exercising, enforcing and protecting Licensor's rights reserved herein.

9. INDEMNITY.

Licensee agrees to indemnify and hold harmless Licensor and any of its principals, agents, and employees, from and against all claims, loss, liability, suits, and damages, including attorney's fees, charges, or expenses for injury or damages to any persons or property that may result from exercise of the privileges herein conferred upon the Licensee, including specifically claims relating to the elevation of the drop-in and backflow through the pipe.

Licensee acknowledges and agrees that it has assumed the sole obligation and duty to provide a safe place to work for its employees on Utah & Salt Lake properties, and agrees that Licensor has no responsibility therefore, and that any claim for damages by employees of Licensee or its subcontractors against Licensor alleging that Licensor failed to furnish a safe place to work, shall not be construed as relieving Licensee of its indemnity obligations to Licensor under the terms of this Agreement.

10. DUTY OF CARE.

The Licensee shall exercise due care to avoid damage to or obstruction of the canal and avoid any interference with the use, operation, maintenance and repair of the canal. The Licensee shall repair any damage to the canal caused by the construction, installation, operation and maintenance of the Works. The Licensee agrees that if the use, operation, maintenance or repair of the canal is made more expensive by reason of this License Agreement, the Licensee will reimburse the Licensor the full amount of such additional expenses within 30 days of receipt of an itemized bill therefore.

11. PRESERVATION OF NATURAL LANDSCAPE.

The Licensee shall exercise care to preserve the natural landscape and shall conduct its operations so as to prevent any unnecessary destruction, scarring, or defacing of the natural surroundings in the vicinity of the work. All trees, native shrubbery, and vegetation shall be preserved and shall be protected from damage. Upon completion of the construction and installation of the Works, the site shall be smoothed and graded in a manner to conform to the natural topography of the landscape and shall be repaired, replanted, reseeded, or otherwise corrected as directed by the Licensor at the Licensee's expense.

12. ACKNOWLEDGEMENT OF EASEMENT

Licensee acknowledges that Licensor and its canal have existed for over 125 years and that Licensor has acquired a prescriptive easement for the canal, its embankments and supporting access road, together with the right to operate and maintain the canal.

13. TERMINATION.

The Licensor at its option may terminate this License Agreement for nonuse by the Licensee for a period of two (2) continuous years. In any event, this License Agreement is

subject to termination upon failure of Licensee to strictly comply with the terms of this License Agreement.

14. ASSIGNMENT.

This License Agreement shall not be assigned or transferred by the Licensee without the prior written consent of the Licensor.

15. ENTIRE AGREEMENT.

This License Agreement constitutes the entire agreement between the Licensor and the Licensee and cannot be altered except through a written instrument signed by the parties hereto.

16. GOVERNING LAW.

This License Agreement shall be enforced and governed under the laws of the State of Utah, and jurisdiction for any action based on this License Agreement, whether brought by the Licensor or the Licensee shall be with the District Court of Salt Lake County, State of Utah.

IN WITNESS WHEREOF, the parties have executed this License Agreement to be effective the ____ day of _____, 2014.

ATTEST:

Licensor:
UTAH & SALT LAKE CANAL COMPANY

By _____
Its Secretary

By _____
Its President

ATTEST:

Licensee:
RIVERTON CITY

By _____
Its Recorder

By _____
Its Mayor



Issue Paper

Item No. 5.7

Presenter/Submitted By:	Craig Calvert, Purchasing Manager	
Subject: Request authorization to enter into a contract with Owell Precast to furnish and install a precast concrete fence at Autumn Hills Park and the Main City Park.	Meeting Date: January 7, 2014	
	Fiscal Impact: \$158,380.00	
	Funding Source: 74-64-702 - \$103,704.00 45-69-150 - \$54,676.00	
Background: <p>The fence around Autumn Hills Park was a wrought iron fence with brick columns. The fencing has been removed because the iron was rusted through and the brick columns were falling over. The fence will be 3' tall and will be placed along the North and East side of the park.</p> <p>In the main park renovation project the City is responsible to complete the fencing along the canal as well as the fencing between the private property and the park along 12600 South. An invitation for bid has been issued and the tabulation is attached.</p>		
Recommendation: <p>Staff's recommendation is to enter into a contract with Owell Precast to furnish and install a precast concrete fence at Autumn Hills Park and the Main City Park.</p>		
Recommended Motion: <p>"I move the City Council approve <u>Resolution No. 14-05</u> – authorizing the City to contract with Owell Precast to furnish and install a precast concrete fence at Autumn Hills Park and the Main City Park."</p>		

RIVERTON CITY, UTAH
RESOLUTION NO. 14-05

**A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A CONTRACT WITH
OWELL PRECAST TO FURNISH AND INSTALL A PRECAST CONCRETE FENCE
AT AUTUMN HILLS PARK AND THE MAIN CITY PARK**

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

WHEREAS, the Riverton City's Recreation Director would like to have a concrete fence installed at Autumn Hills Park and the Main City Park.

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

1. Riverton City approves the execution of a contract with Owell Precast to furnish and install a precast concrete fence at Autumn Hills Park and the Main City Park.
2. This resolution shall become effective upon passing.

PASSED AND ADOPTED by the City Council of Riverton, Utah, on this 7th day of January by the following vote:

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

RIVERTON CITY

[SEAL]

Bill Applegarth, Mayor

ATTEST:

Virginia Loader, MMC
City Recorder

Bid # CC13-279
Due Date: December 10, 2013

Tabulation

			Owell Precast	ADC	Harper Precast
Specification/Plan	Quant.	Unit	Bid Price	Bid Price	Bid Price
Main Park	1	LS	103,704.00	124,372.00	116,818.23
Autumn Hills Park	1	LS	54,676.00	No Bid	60,323.80



Issue Paper

Item No. 5.8

Presenter/Submitted By:	Craig Calvert, Purchasing Manager	
Subject: Obtain approval to surplus a 1992 Ford 545D Tractor, granting permission to the City Manager to dispose of each piece of property as deemed appropriate.	Meeting Date: January 7, 2014	
	Fiscal Impact: \$0.00	
	Funding Source:	
Background: The Recreation Department has indicated that the Ford 545D tractor is no longer needed and would like to have it declared as surplus to free up some space at the city cemetery yard.		
Recommendation: Staff's recommendation is to declare the 1992 Ford 545D as surplus property, granting permission to the City Manager to dispose of as deemed appropriate.		
Recommended Motion: "I move the City Council approve <u>Resolution No. 14-06</u> - declaring the 1992 Ford 545D as surplus property, granting authority to the City Manager to dispose of as deemed appropriate."		

RIVERTON CITY, UTAH
RESOLUTION NO. 14-06

A RESOLUTION DECLARING IDENTIFIED PROPERTY OF RIVERTON CITY AS SURPLUS

WHEREAS, Riverton City is required by ordinance to surplus fixed assets in a public meeting; and,

WHEREAS, Riverton City has identified a Ford 545D Tractor as surplus property; and,

WHEREAS, the Riverton City Purchasing Manager has identified through all City departments that the equipment is no longer needed

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

1. Riverton City, in accordance with city ordinance declares a Ford 545D Tractor as surplus property.
2. Riverton City directs the City Manager to dispose of each piece of property as deemed appropriate.
3. This resolution shall become effective upon passing.

PASSED AND ADOPTED by the City Council of Riverton, Utah, on this 7th day of January by the following vote:

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

RIVERTON CITY

[SEAL]

Bill Applegarth, Mayor

ATTEST:

Virginia Loader, MMC
City Recorder



Issue Paper

Item No. 5.9

Presenter/Submitted By:	Craig Calvert, Purchasing Manager	
Subject: Request approval to issue a Purchase Order to Lewis Bus Group for the purchase of a 14 passenger shuttle bus.	Meeting Date: January 7, 2014	
	Fiscal Impact: \$47,300.00	
	Funding Source: 45-69-125	
Background: The City Council approved in the 2013/2014 budget to purchase a 14 passenger van. The Recreation Director would like to purchase a shuttle bus instead of a van. This vehicle is used to pick up the seniors and take them to the senior center. She feels that it is much easier and safer getting the seniors into a bus instead of a van. An invitation for bid was issued, the tabulation is attached.		
Recommendation: Staff's recommendation is to approve a purchase order to Lewis Bus Group for the purchase of a 14 passenger shuttle bus.		
Recommended Motion: "I move the City Council approve <u>Resolution No. 14-07</u> - approving a purchase order to Lewis Bus Group for the purchase of a 14 passenger shuttle bus."		

RIVERTON CITY, UTAH
RESOLUTION NO. 14-07

**A RESOLUTION GRANTING PERMISSION TO ISSUE A PURCHASE ORDER TO
LEWIS BUS GROUP FOR THE PURCHASE OF A 14 PASSENGER SHUTTLE BUS**

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

WHEREAS, the City Recreation Director would like to purchase a 14 passenger shuttle bus instead of a 14 passenger van.

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

1. Riverton City approves a purchase order issued to Lewis Bus Group for the purchase of a 14 passenger shuttle bus.
2. This resolution shall become effective upon passing.

PASSED AND ADOPTED by the City Council of Riverton, Utah, on this 7th day of January by the following vote:

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

RIVERTON CITY

[SEAL]

Bill Applegarth, Mayor

ATTEST:

Virginia Loader, MMC
City Recorder

Tabulation

Bid No.: CC13-280
Department: Recreation
Due Date: December 19, 2013
Item: Shuttle Bus

Vendor	Item(s) Specified	Bid Price
Mid America Coach		\$ 53,455.00
Lewis Bus Group		\$ 50,868.00
Davey Coach		\$ 49,990.00
Bus Service Incorporated		\$ 49,121.00
Davey Coach	In Stock Bus - Immediate Delivery	\$ 47,460.00
Lewis Bus Group	In Stock Bus - Immediate Delivery	\$ 47,300.00

The City looked at the bus that is available for imediate delivery offered by Lewis Bus group and has determined that it is acceptable.

Awarded To: Lewis Bus Group

Date Awarded:



Issue Paper

Item No. 5.10

Presenter/Submitted By:	G. Trace Robinson P.E.	
Subject: Interlocal Cooperation Agreement between Salt Lake County and Riverton City for Participation as Co-Permittees under UPDES Permit No. UTS000001	Meeting Date: January 7, 2014	
	Fiscal Impact: \$5000/year	
	Funding Source: 65-60-340	
Background: The reference Interlocal Cooperation Agreement is a renewal of a previous Interlocal Cooperation Agreement entered into beginning in 2006 to participate as a Co-Permittee under the UPDES Permit No. UTS000001. This Agreement will expire at midnight on September 4, 2018.		
Recommendation: Staff is requesting approval to enter into this Interlocal Cooperation Agreement with Salt Lake County		
Recommended Motion: “I move the City Council approve <u>Resolution No. 14-08</u> - Authorizing the Mayor, or Designee, to approve the signing of an Interlocal Cooperation Agreement with Salt Lake County as participation as Co-Permittees under UPDES Permit No. UTS000001.”		

RIVERTON CITY, UTAH
RESOLUTION NO. 14-08

**A RESOLUTION AUTHORIZING THE CITY TO ENTER AN INTERLOCAL
COOPERATION AGREEMENT WITH SALT LAKE COUNTY**

WHEREAS, the City is need to comply with UPDES Permit No. UTS000001; and,

WHEREAS, the City is obligated to have public education and outreach, and public involvement/participation programs required by the UPDES UTS000001 Permit; and,

WHEREAS, Salt Lake County has agreed to Co-Permit with all Jordan Valley Municipalities to share responsibilities and cost for public education and outreach, and public involvement/participation programs required by the UPDES UTS000001 Permit; and,

WHEREAS, the City Council of Riverton City, Utah does hereby determine that it is in the best interests of the City of Riverton City to approve said Interlocal Cooperation Agreement and its terms.

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

1. Hereby approves the terms of the Interlocal Cooperation Agreement and that the Mayor is authorized to execute said Agreement
2. This resolution shall become effective upon passage.

PASSED AND ADOPTED by the City Council of Riverton, Utah, on this 7th day of January by the following vote:

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

RIVERTON CITY

[SEAL]

Bill Applegarth, Mayor

ATTEST:

Virginia Loader, MMC
City Recorder

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY

and

RIVERTON CITY

for

**Participation as Co-Permittees under
UPDES Permit No. UTS000001
(Jordan Valley Municipalities)**

THIS AGREEMENT is entered into this ____ day of _____, 20____, by and between SALT LAKE COUNTY (the “COUNTY”), a body corporate and politic of the State of Utah; and RIVERTON CITY (the “CITY”), a municipal corporation of the State of Utah;

WITNESSETH:

WHEREAS, the parties are public agencies and are therefore authorized by the Utah Interlocal Cooperation Act, Section 11-13-1, et seq., UTAH CODE ANN., to enter into agreements with each other for joint or cooperative action; and

WHEREAS, the Environmental Protection Agency has published its “Final Rule” setting forth the National Pollutant Discharge Elimination Systems permit application rules and regulations for stormwater discharges to municipal separate storm sewer systems; and

WHEREAS, the State of Utah, through its Department of Environmental Quality, Division of Water Quality, has statutory rulemaking authority and authority to issue pollutant discharge elimination system permits within the State of Utah pursuant to the rules and regulations of the Utah Pollutant Discharge Elimination System (“UPDES”); and

WHEREAS, the rules and regulations provide that where more than one public entity owns or operates a municipal separate storm sewer within a geographic area (including adjacent or interconnected municipal separate storm sewer systems), such entities may be co-applicants to the same application and permit renewal; and

WHEREAS, the State of Utah has issued a UPDES permit (Permit No. UTS000001, the “Permit”) to the Jordan Valley Municipalities, including the COUNTY and the CITY. A copy of the Permit is attached hereto as Exhibit “A” and incorporated herein; and

WHEREAS, Section 1.5.1.2 of the Permit provides, in addition to the Jordan Valley Municipalities including the COUNTY and the CITY, additional operators of small municipal separate storm sewers within the boundaries of Salt Lake County which sign on during the course of the permit cycle may also be co-permittees under the Permit; and

WHEREAS, the COUNTY and the CITY desire to sign on as co-permittees under the Permit and participate in the Jordan Valley Municipalities UPDES municipal storm water permit program under the terms and conditions set forth in the Permit and in this Agreement; and

WHEREAS, the parties now desire to enter into this Agreement setting forth their present understanding as to their respective responsibilities with regard to their participation as co-permittees under the Permit;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

A G R E E M E N T

1. The COUNTY and the CITY agree to be co-permittees under the existing Permit for the geographic area, which includes all of the municipal separate storm water systems

belonging to and operated by the parties to this Agreement as described in Section 1.2.1 of the Permit and in Exhibit “B,” attached hereto and incorporated herein.

2. As co-permittees, each party agrees to implement and enforce within its own jurisdiction its own responsibilities for complying with the Permit requirements including, but not limited to, those responsibilities and requirements listed in the Co-Permittee Accountability statement. The Co-Permittee Accountability statement is attached hereto as Exhibit “C” and incorporated herein.

3. Each party shall be responsible to pay the costs relating to its own stormwater systems. The parties shall reimburse each other for expenses incurred in providing services for each other as may be agreed by the parties concerning the various tasks and responsibilities required under the Permit. Detailed services to be provided and reimbursement thereof is set forth in the interlocal media agreement, already in place, which is attached hereto as Exhibit “D” and incorporated herein.

4. To the maximum extent possible, the parties agree to assist each other in providing and sharing information, maps, data, drawings, plans and other resources necessary to comply with the Permit requirements. Co-permittees may also collaborate on projects, programs and control measures as may be required in Sections 1.6.1.2, 1.6.1.3 and 4.4 of the Permit. Exhibit “C” will be amended as necessary to include specific assignments.

5. The parties agree the duration of this Agreement shall commence upon entry and shall run concurrent with the duration of the Permit, which expires at midnight on September 4, 2018, at which time this Agreement shall terminate. The parties agree that this Agreement shall not apply to any subsequent permits or co-permits unless the parties agree in writing to extend this Agreement.

6. No separate entity is created by this Agreement; however, to the extent that any administration of this Agreement becomes necessary, then the Public Works Director or City Engineer of each party, or their designees, shall constitute a joint board for such purpose.

7. In the event any property is jointly acquired and paid for by the parties for this undertaking, then it shall be divided as the parties' representatives shall agree; or, if no agreement is reached, then it shall be divided according to their respective payments for property; or, if it cannot be practically divided, then the property shall be sold and the proceeds divided according to the parties' proportionate share of the purchase of the item of property. If property is purchased at one party's sole expense in connection with this agreement, then the property so purchased shall be and remain the property of the party which purchased it.

8. This Agreement embodies the entire agreement between the parties hereto and cannot be altered except in a written amendment signed by the parties.

IN WITNESS WHEREOF, the parties hereto execute this Agreement effective as of the day and year first written above.

SALT LAKE COUNTY

By: _____
Mayor or Designee

Approved as to form:



Date: 17 Dec 2013

RIVERTON CITY

By: _____
Title: _____

Approved as to form:

Date: _____

EXHIBIT B

(Appendix I of the Permit)

UTS 000001 (section 1.6) List of Co-Permittees, Legal jurisdiction, MS4 boundaries, date of inclusion in the permit and Contract numbers.

<u>Municipality</u>	<u>Legal Jurisdiction(1.2)</u>	<u>MS4 boundary</u>	<u>Date of inclusion</u>	<u>CONTRACT#</u>	<u>Media #</u>
Salt Lake County	All area within the County	County-wide various	7/1/1995	Administrators of both contracts	
	Boundaries not incorporated			and the permit itself	
	Into municipalities and inter-				
	Jurisdictional drainage systems				
	County-wide identified in				
	County ordinance Title 17.08.				
<u>Municipality</u>	<u>Legal Jurisdiction</u>	<u>MS4 boundary</u>	<u>Date of Inclusion</u>	<u>CO#</u>	<u>Media#</u>
Bluffdale City	All areas within the incorporated boundary of the municipality	Coincides with the incorporated boundary of the municipality	10/14/2003	PV13157	PV12134C
Cottonwood Heights City	All areas within the incorporated boundary of the municipality	Coincides with the incorporated boundary of the municipality	1/27/2009	PV13158	PV11132C

Municipality	Legal Jurisdiction	MS4 boundary	Date of Inclusion	CO#	Media#
Draper City	All areas within the incorporated	Coincides with the incorporated	3/11/2003	PV13159	PV
	Boundary of the municipality	boundary of the municipality			
Herriman City	All areas within the incorporated	Coincides with the incorporated	4/8/2003	PV13160	PV11138C
	Boundary of the municipality	boundary of the municipality			
Holladay City	All areas within the incorporated	Coincides with the incorporated	4/8/2003	PV13160	PV11144C
	Boundary of the municipality	boundary of the municipality			
Midvale City	All areas within the incorporated	Coincides with the incorporated	3/11/2003	PV13162	PV12153C
	Boundary of the municipality	boundary of the municipality			
Murray City	All areas within the incorporated	Coincides with the incorporated	3/11/2003	PV13163	PV11133C
	Boundary of the municipality	boundary of the municipality			
Riverton City	All areas within the incorporated	Coincides with the incorporated	4/8/2003	PV13164	PV11134C
	boundary of the municipality	boundary of the municipality			
Sandy City	All areas within the incorporated	Coincides with the incorporated	5/6/2003	PV13165	PV11135C
	boundary of the municipality	boundary of the municipality			
South Jordan City	All areas within the incorporated	Coincides with the incorporated	3/11/2003	PV13166	PV11136C
	Boundary of the municipality	boundary of the municipality			

Municipality	Legal Jurisdiction	MS4 boundary	Date of Inclusion	CO#	Media#
South Salt Lake	All areas within the incorporated Boundary of the municipality	Coincides with the incorporated boundary of the municipality	3/11/2003	PV13167	PV11131C
Taylorsville City	All areas within the incorporated Boundary of the municipality	Coincides with the incorporated boundary of the municipality	3/11/2003	PV13168	PV
West Jordan City	All areas within the incorporated Boundary of the municipality	Coincides with the incorporated boundary of the municipality	8/26/2003	PV13169	PV11154C
West Valley City	All areas within the incorporated Boundary of the municipality	Coincides with the incorporated boundary of the municipality	3/11/2003	PV13170	PV11137C

EXHIBIT C

CO-PERMIT REQUIREMENT ACCOUNTABILITY (sections 1.5, 1.6, 4. 4)

Salt Lake County accepts responsibility for Administering and the implementation of the following permit requirements of Riverton City under UPDES Permit UTS000001 issued September 3, 2013, to be completed during the life of the permit and developed in detail in the Jordan Valley Municipalities Permit :

- Task 1. County will prepare and administer the Co-Permittee Identification and Accountability document Exhibit 'C', the jurisdictional boundary document 'Exhibit B', and the co-permittee interlocal agreement document (identified in Part 1.5), at no direct cost to the City. City shall provide necessary information in a timely fashion to County for inclusion into these documents.
- Task 2. County will develop and implement a core County-wide Public Education and Outreach program identified in 'Exhibit D' at direct cost to the City as agreed to in the INTERLOCAL MEDIA agreement, already in place (reference Riverton City Contract No. 11-1053-16, The Interlocal Cooperation Agreement Between Riverton City and Salt Lake County For Cost Sharing 2011-2016 UPDES Media Campaign). The program will be coordinated through the Storm water Coalition, intended as part or all of Minimum Control Measures 1 and 2 in the permit.
- Task 3. County will develop a portion of a public involvement/participation program identified in 'EXHIBIT D', at direct cost to the City as agreed to in the INTERLOCAL MEDIA agreement. This program will also be identified and intended as part or all of the Minimum Control measures 1 and 2 in the Permit.. The program will be coordinated through the Storm water Coalition, and is also listed in 'EXHIBIT D'.
- Task 4. County will maintain and submit to the State the identified sections in Appendix I, which will include the City's required information. If boundaries or jurisdictions change during the year, City shall provide necessary information for this submittal to the County, (the updated version), in a compatible electronic format as required. Information must be provided to the County at least 45 days prior to report submission of the annual report deadline (Section 5.6). If City fails to submit information to County as described, COUNTY shall not be liable.
- Task 5. County will maintain a County wide storm water system map, and distribute to County wide agencies, to assist in Spills, Tracking, Emergency responses on behalf of all the County and city MS4. The distribution list will include The Salt Lake County Health Department, The Emergency agencies (VECC, Unified Fire and Police) and any other agency that may need help to track events affecting or using our storm drain systems.

EXHIBIT D

RIVERTON City Contract No. 11-1053-16

SALT LAKE
County Contract No. PV111340
D.A. No. 2011-5509

INTERLOCAL COOPERATION AGREEMENT
BETWEEN
RIVERTON CITY AND SALT LAKE COUNTY
FOR
COST SHARING
2011-2016 UPDES MEDIA CAMPAIGN

THIS AGREEMENT is made this 20 day of July, 2011, by and between RIVERTON City, a municipal corporation of the State of Utah, hereinafter "City," and SALT LAKE COUNTY, a body corporate and politic of the State of Utah, hereinafter "County."

WITNESSETH:

WHEREAS, the parties are public agencies and are therefore authorized by the Utah Interlocal Cooperation Act, section 11-13-101, et seq., U.C.A., to enter into agreements with each other which will enable them to make the most efficient use of their powers; and,

WHEREAS, in connection with the Utah Pollutant Discharge Elimination System, hereinafter "UPDES", permitting process, the parties desire to cooperate with each other in funding a 2011 through 2016 multi-media public information and education campaign, hereinafter "campaign," for the purpose of increasing public awareness about storm water pollution and educating the public about the prevention of storm water pollution in the City and the County; and,

WHEREAS, the parties desire to enter into an agreement whereby their respective responsibilities concerning the campaign are specifically set forth;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. **Media Campaign Services.** The County has obtained the services of a consultant and has developed a plan for the public education and awareness campaign, which will consist of many phases of development for the benefit of all coalition participants.

2. **Budget.** The proposed budget for the campaign is \$178,000 per year, and includes the components and funding shown on *Appendix A* which is incorporated as part of this agreement.

3. **County Responsibilities.** The County shall be responsible for all matters pertaining to administering the campaign and the consultant's contract, and shall further be responsible for providing all funds necessary to complete the campaign over and above the sum to be provided by the City as set forth in paragraph 5 below.

4. **City Responsibilities.** The City shall pay to the County the sum of \$5000 per year as the City's share of the costs of funding the initial phase of the campaign. Such payment shall be made within thirty (30) days after execution of this agreement by the parties.

5. **No Interlocal Entity.** Pursuant to Utah Code Annotated 11-13-206(b), the parties agree that they do not by this agreement create an interlocal entity.

6. **Joint Board.** Pursuant to Utah Code Ann. 11-13-207, the parties agree that the cooperative undertakings under this agreement shall be administered by a joint board, the "Board" consisting of the City's mayor (or designee) and the County's Public Works Director (or designee). No real or personal property shall be acquired, held and disposed of by this agreement.

7. **Termination.** Pursuant to Utah Code Ann. 11-13-206(a), the parties agree that this agreement may be terminated (with or without cause) by either party upon at least thirty (30) days prior written notice to the other party, in which event an accounting shall be made of all funds not spent or encumbered as of the date of termination.

8. **Term.** This agreement shall be effective on the date hereof and unless terminated as provided herein shall terminate 5 years from the date of execution, renewable yearly, provided funding and budgets allow.

9. **Applicable Law.** The provisions of this agreement shall be governed by and construed in accordance with the laws of the State of Utah.

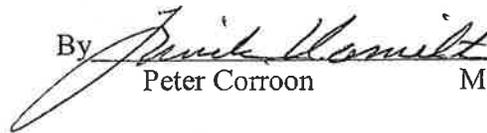
10. **Integration.** This agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.

11. **Amendment.** The parties may amend this agreement by a writing signed by the parties. The amendment shall not be effective if it is not in writing or if it is not signed by all the parties.

12. **No Agency.** Agents, employees or representatives of each party shall not be deemed to be agents, employees or representatives of the other.

IN WITNESS WHEREOF, the parties execute this agreement on the day and year first set forth above.

SALT LAKE COUNTY

By  _____
Peter Corroon Mayor or Designee

SALT LAKE COUNTY STORMWATER COALITON

The Salt Lake County Stormwater Coalition was created 17 years ago as a partnership between Salt Lake County and the Cities within the County to join forces in educating Salt Lake County residents about keeping stormwater clean. Public education is an important element of the County and City UPDES Phase Two permits. The objective is to take the less expensive and more effective approach of keeping stormwater clean rather than spend an exorbitant amount that would be necessary to treat stormwater to maintain the quality required by the EPA.

The collaborative effort of the contributing Stormwater Coalition Members during the past ten years has been very successful in creating a brand, an identity and slogan that residents County-wide recognize as relating to clean stormwater. In 2000 the stormwater program had virtually non-existent name recognition with Salt Lake County residents. By 2010, when the Coalition commissioned a Dan Jones poll to assess the effectiveness of their joint branding identity of the "*spokes character - Droplet*" - and the slogan "*We All Live Downstream.*" The results showed that 77% of Salt Lake County residents knew and recognized these key elements of the Coalition campaign. 84% remembered seeing our television ads - which speaks to the quality of the ads and their strategic positioning as opposed to the relatively small quantity we were able to afford. Given the changing demographics of the County, the limited but targeted advertising and promotional budget, these results achieved in the last decade are remarkable - and would not have been achievable without the Coalition members banding together to make it happen.

By joining together, the Coalition successfully negotiated media partnerships with KSL, KUTV and KSTU the top rated TV stations serving the County market. All of our media partners have consistently matched at least dollar-for-dollar our media budget and worked with us to place bonus airtime spots. This media-partnership has enabled us to realize an advertising presence equal to more than double our investment of \$850,000. In addition the Coalition has been featured on local TV programs, news stories and individual station sponsored events.

The Coalition has also created an annual two-day, County-wide, free of charge Water Quality Fair at Utah's Hogle Zoo for county 4th Graders. In the six years this yearly event has been sponsored, staffed and managed by Coalition members, almost 2,000 Salt Lake County fourth graders have attended an exciting, educational and fun day at the zoo - EACH YEAR!

The joint website managed by the Coalition has provided County residents one easy place to go to for more detailed information and education about stormwater, as well as an easy way to contact their individual City through the links page. The Coalition pays to host and maintain the site.

In 2010 the Coalition had a budget of \$200,000 for public education. That's an expenditure of less than nineteen cents per citizen per year. For the past 10 years Salt Lake County has been the heaviest contributor to the Coalition budget providing 65% of the current budget or twelve cents per resident. The remaining 35% of the budget is split between the cities that contribute financially.

What does it mean to those Cities that become a financially contributing member of the Salt Lake County Stormwater Coalition?

1. The Coalition has a proven track record of success over the past ten years
2. The City will reach and educate its constituents for as little as seven cents per resident.
3. As a team the Coalition is stronger and more effective in reaching Salt Lake County residents through TV advertising, media coverage, their website, social media, The Water Quality Fair and public events.

(over)

4. The Coalition manages and maintains the fastest growing avenue of information gathering - social media sites, including our own interactive Facebook page, a Twitter handle and a YouTube channel. All of these communication elements work in unison with our website to help each City reach their residents and teach them about the value to us all of clean stormwater. In addition each City can provide specifics about their own events to the Coalition staff and we will do the rest to publicize them!
5. The Coalition maintains and keeps current our website, a new version of which is set to go online in mid-June. This site will be complete with activities throughout the County, contain effectively produced important tips for interested residents and will be a great way for the Coalition to drive traffic to each City with information about the appropriate City contact and links back to City websites.

The Stormwater Coalition public education program is the **ONLY** way for each Salt Lake County City to go - a proven track record for a minimal financial annual investment. The EPA required educational program is a condition of UPDES Permits and the Coalition provides an inexpensive, effectively managed Public Information Campaign that reaches your residents more often and will make a difference in your City's Stormwater quality protection.

Appendix A

Salt Lake County Stormwater Coalition Budget 2011

TV Media Partnership

Movie Theatre Advertising

Stormwater Quality Fair

TV Commercial – Concept to Finished Spot

Design/Print of Education Material

Concept to Production of Leave Behinds

Website Design, Hosting and Maintenance

Social Media Management

TOTAL: \$178,000



We All Live Downstream
stormwatercoalition.org

**RIVERTON CITY, UTAH
RESOLUTION NO. 11-55**

**A RESOLUTION APPROVING AN INTERLOCAL COOPERATION AGREEMENT
BETWEEN SALT LAKE COUNTY AND RIVERTON CITY FOR A COST SHARING
STORMWATER POLLUTION MEDIA CAMPAIGN**

WHEREAS, Riverton City is required by statute to approve all Interlocal Agreements in a public meeting; and,

WHEREAS, the parties desire to contact with each other for the purpose of increasing public awareness regarding stormwater pollution.

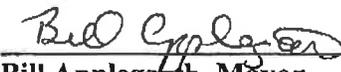
NOW THEREFORE BE IT RESOLVED by the Governing Body of Riverton City as follows:

- Section 1. Riverton City will enter into an Interlocal Cooperation Agreement with Salt Lake County for a Cost Sharing Stormwater Pollution media Campaign.
- Section 2. This Resolution shall take effect immediately.

PASSED AND ADOPTED by the City Council of Riverton, Utah, this 21st day of June by the following vote:

Council Member Karma Bentson	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
Council Member Randy Brinkerhoff	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
Council Member Al Leavitt	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
Council Member Tracy Thaxton	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
Council Member Roy Tingey	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No

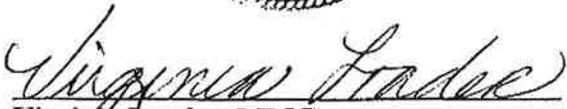
RIVERTON CITY



Bill Applegarth, Mayor



ATTEST:



Virginia Loader, MMC
Recorder

SALT LAKE COUNTY COUNCIL
RESOLUTION

RESOLUTION NO. 4548

DATE August 2, 2011

INTERLOCAL AGREEMENT
RIVERTON CITY
(2011 UPDES MEDIA CAMPAIGN)

The Legislative Body of Salt Lake County resolves as follows:

WHEREAS, Salt Lake County and Riverton City are local governmental units under the laws of the State of Utah; and

WHEREAS, they are authorized, by the Utah Interlocal Cooperation Act, Sections 11-13-101, et seq., U.C.A., 1953 as amended, to enter into agreements with each other, upon a resolution to do so by their respective governing bodies, for the purpose of enabling them to make the most efficient use of their resources; and

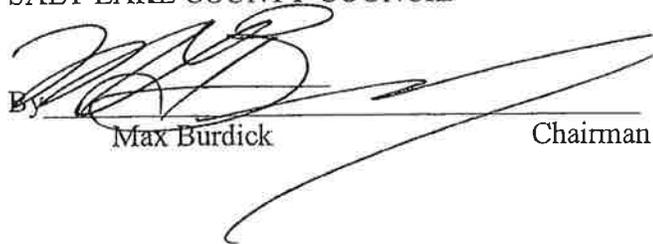
WHEREAS, such an agreement has been prepared which pertains to the sharing of costs of the 2011 through 2016 UPDES media campaign; and

WHEREAS, said agreement will benefit the citizens of Salt Lake County and allow Salt Lake County to make a more efficient use of its resources;

NOW, THEREFORE, BE IT RESOLVED by the Salt Lake County Council that the aforementioned agreement be approved and the Mayor is hereby authorized to execute the same.

APPROVED and ADOPTED this 2nd day of August, 2011.

SALT LAKE COUNTY COUNCIL

By 
Max Burdick Chairman

ATTEST:


Salt Lake County Clerk
Approved as to form and legality

Gavin J. Anderson

Deputy District Attorney

Date: *14 July 2011*

Voting:

Council Member Bradley
Council Member Bradshaw
Council Member Burdick
Council Member DeBry
Council Member Horiuchi
Council Member Iwamoto
Council Member Jensen
Council Member Snelgrove
Council Member Wilde

"Aye"
"Aye"
"Aye"
"Aye"
Absent
"Aye"
"Aye"
"Aye"
"Aye"



Issue Paper

Item No. 5.11

Presenter/Submitted By:	Ryan Carter, City Attorney	
Subject: Adopt a Resolution amending the effective date of Resolution 13-62 to the date of January 7, 2014.	Meeting Date: January 7, 2014.	
	Fiscal Impact: N/A	
	Funding Source: N/A	
<p>Background:</p> <p>On October 15, 2013, under Resolution No. 13-52, Riverton City approved and adopted an amended and restated interlocal agreement between certain member agencies for the Salt Lake Valley Emergency Communications Center which is known as VECC. At a board meeting on November 20, 2013, West Valley City (one of the member agencies) presented a request for modification to Paragraph 9(d) of the previously approved agreement. Paragraph 9(d) was amended (where underlined) to read as follows:</p> <p style="padding-left: 40px;">(d) Decisions, Quorum. A Quorum shall be required for the transaction of all business of the Board of Trustees, and shall consist of a majority of the total number of Member representatives, and that majority must represent a majority of the weighted voting rights represented on the Board of Trustees. Most decisions shall require a vote of a majority of the total weighted votes present. Any vote to approve a budget increase over the last approved budget by more than 2% <u>or any vote to approve an expenditure of money in excess of \$500,000</u> shall require a supermajority vote of 2/3 of all the Member representatives and 2/3 of all the weighted votes. Supermajority voting may also be required if expressly elsewhere so provided by this Agreement, applicable law, the Bylaws, or the rules or policies of the Board of Trustees; provided that a bylaw, policy or rule providing for supermajority voting on a matter must be approved by the same supermajority vote.</p> <p>During the City Council Meeting of December 3, 2013, the Riverton City Council adopted Resolution No. 13-62, which approved the amendment described above, but with one caveat. The Riverton City Council opted to delay the effective date Resolution until after VECC undertook all steps necessary to consolidate its Computer Aided Dispatch (CAD) system under one software program. Currently, VECC has to simultaneously maintain two software systems to accommodate all public safety Record Management Systems, which creates a myriad of inefficiencies and heightened costs for VECC operations. Riverton City saw imposition of this condition as a way to enable a speedier transition to a single CAD system.</p> <p>That said, Riverton City's effort to streamline the purchasing of a single CAD system was not joined by any other VECC members. Legally, this means that Riverton City will not be in privity of contract with VECC until either the City Council eliminates the condition that the effective date of Resolution 13-62 be delayed VECC, or until VECC unifies its CAD system. Given the pace at which VECC's Board of Trustees works through mundane issues, it is possible that unification of</p>		

the CAD system may take the better part of a year. Pursuant to Utah Code Ann. § 10-3-719, resolutions may not become effective more than three months from the date of passage. Thus, the Riverton City Attorney recommends that the effective date of Resolution No. 13-62 be changed to the date of passage of this Resolution.

Recommendation:

Approve an amendment to Resolution No. 13-62, changing the effective date to the date of passage of Resolution No. 13-32 to the date of January 7, 2014.

Recommended Motion:

"I move the City Council adopt Resolution No. 14-10 - Amending the effective date of Resolution No. 13-62 to the date of January 7, 2014."

RIVERTON CITY, UTAH
RESOLUTION NO. 14-10

**A RESOLUTION OF THE LEGISLATIVE BODY OF RIVERTON CITY AMENDING
THE EFFECTIVE DATE OF RESOLUTION NO. 13-62 TO THE DATE OF
JANUARY 7, 2014**

WHEREAS, an amended and restated interlocal agreement has previously been approved and adopted between certain member agencies for the Salt Lake Valley Emergency Communications Center which is known as VECC; and

WHEREAS, a correction to the amended and restated interlocal agreement has been requested by the Board of Trustees of VECC; and

WHEREAS, on December 3, 2013, the Riverton City Council adopted Resolution No. 13-62, which approved the amended and restated interlocal agreement by VECC but delayed the effective date of Resolution No. 13-62 until after VECC unified its Computer Aided Dispatch software system; and

WHEREAS, VECC cannot assure Riverton City that it will unify its Computer Aided Dispatch software within 90 days; and

WHEREAS, pursuant to Utah Code Ann. § 10-3-719, resolutions may not become effective more than three months from the date of passage;

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

1. The effective date of Resolution No. 13-62 is hereby amended to be the date of January 7, 2014.
2. This resolution shall take effect upon passing.

PASSED AND ADOPTED by the City Council of Riverton, Utah, on this 7th day of January by the following vote:

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

RIVERTON CITY

[SEAL]

Bill Applegarth, Mayor

ATTEST:

Virginia Loader, MMC
City Recorder