



RIVERTON CITY REGULAR CITY COUNCIL MEETING & WORK SESSION AGENDA

January 21, 2014

Notice is hereby given that the Riverton City Council will hold a **Regular City Council Meeting & Work Session** beginning at **6:30 pm** on **January 21, 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
4. Public Comments

2. STAFF REPORTS

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

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

4. DISCUSSION/ACTION ITEMS

1. **Commercial Site Plan**, Riverton District Self Storage, 1.77 Acres, 12311 South 4000 West, C-R Zone, Richard Gallacher, Applicant - *Jason Lethbridge, Planning Manager*

5. CONSENT AGENDA

1. **Minutes:** RCCM 01-07-14, WS 01-14-14
2. **Bond Releases:** N/A
3. **Resolution No. 14-11** - Authorizing the City to enter into a Master Utility Agreement with the Utah Department of Transportation for the construction of the Grade Separated Interchange at Bangerter Highway and Redwood Road – *Trace Robinson, Public Works Director*
4. **Resolution No. 14-12** - authorizing the Mayor to execute an Agreement with Byron B. and Lisa W. Barlow for the acquisition of a storm drainage easement across a portion of land located at 12244 South Janice Drive - *Trace Robinson, Public Works Director*
5. **Resolution No. 14-13** - authorizing the Mayor to execute an Agreement with Jeffery D. Howell and Shanna W. Howell for the acquisition of an easement across a portion of land located at 12213 South Janice Drive - *Trace Robinson, Public Works Director*

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. February 4, 2014 – Regular City Council Meeting/Work Session – 6:30 p.m.
2. February 11, 2014 – Work Session - 6:30 p.m.
3. February 18, 2014 – Regular City Council Meeting/Work Session – 6:30 p.m.

8. ADJOURN to a Redevelopment Agency Meeting (RDA) beginning at 7:00 p.m., or as soon after as practicable, which will then be followed by a Work Session.**WORK SESSION**

1. Presentation regarding 2013 Strategic Plans
 1. Fireworks (Littering) – *Ryan Carter, City Attorney*
 2. Economic Development/ Transit/Road Update – *Jeff Hawker, Trace Robinson*
 3. Stormwater Utility – *Trace Robinson*

ADJOURN

Dated this 17th 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 17th day of January 2014

Virginia Loader, MMC
Recorder



Issue Paper

Item No. 4.1

Presenter/Submitted By:	Jason Lethbridge, Planning Manager	
Subject: COMMERCIAL SITE PLAN, RIVERTON DISTRICT SELF STORAGE, 1.77 ACRES, 12311 SOUTH 4000 WEST, C-R ZONE, RICHARD GALLACHER, APPLICANT	Meeting Date: January 21, 2014	
	Fiscal Impact: N/A	
	Funding Source: N/A	
Background: <p>This application is for commercial site plan approval for Riverton District Self Storage, a storage unit facility to be located on 1.77 acres at 12311 South 4000 West. The property is zoned Commercial Regional. The property to the south is also zoned C-R, and the property to the north is zoned R-3. The property to the west, across 4000 West is zoned RR-22, and this project is bordered to the east by the Bangerter Highway. The commercial property to the south is occupied by the existing Empire Storage facility, also owned by the applicant.</p> <p>The proposed site plan is for a separate facility from the existing Empire Storage development. The owner has previously been approved for an indoor storage structure, but that project's approval has lapsed, and the applicant is now proposing a site plan that essentially mirrors that of the adjacent Empire Storage in layout and architecture</p>		
Recommendation: <p>On January 9, 2014, the Planning Commission voted to recommend APPROVAL of this final plat application.</p>		
Recommended Motion <p>"I move the City Council APPROVE the Riverton District Self Storage commercial site plan, application number PL-13-8003, located at 12311 South 4000 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 21, 2014

SUBJECT: COMMERCIAL SITE PLAN, RIVERTON DISTRICT SELF STORAGE, 1.77 ACRES, 12311 SOUTH 4000 WEST, C-R ZONE, RICHARD GALLACHER, APPLICANT

PL NO.: 13-8003 – RIVERTON DISTRICT SELF STORAGE

On January 9, 2014, the Planning Commission voted to recommend APPROVAL of this Site Plan application. A record of motion and comments are attached below. The Planning Commission recommended the following motion:

I move the City Council APPROVE the Riverton District Self Storage commercial site plan, application number PL-13-8003, located at 12311 South 4000 West, with the following conditions:

1. All portions of the buildings visible from the street or adjacent properties comply with the materials and architectural standards of the Commercial Regional Zone.
2. Storm drainage systems and accommodation comply with Riverton City standards and ordinances, and with the recommendations of the Riverton City Engineering Division.
3. 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.
4. The parking stalls adjacent to the building shall conform to the size requirements of Riverton City Ordinance, and shall be separated from the building by a five (5) foot landscaped area.
5. The site and structures comply with any and all applicable Riverton City standards and ordinances, including the International Building and Fire Codes.

BACKGROUND:

This application is for commercial site plan approval for Riverton District Self Storage, a storage unit facility to be located on 1.77 acres at 12311 South 4000 West. The property is zoned Commercial Regional. The property to the south is also zoned C-R, and the property to the north is zoned R-3. The property to the west, across 4000 West is zoned RR-22, and this project is bordered to the east by the Bangerter Highway. The commercial property to the south is occupied by the existing Empire Storage facility, also owned by the applicant.

The proposed site plan is for a separate facility from the existing Empire Storage development. The owner has previously been approved for an indoor storage structure, but that project's approval has lapsed, and the applicant is now proposing a site plan that essentially mirrors that of the adjacent Empire Storage in layout and architecture. Access is from 4000 West, with a small office at the entrance. Landscaping will be included along 4000 West, and on the east

boundary adjacent to the Bangerter Highway. In addition, a landscaped area will be developed inside the site along the north boundary line, and will include trees to help screen the site from the adjacent residential properties. There are 3 parking stalls shown at the entrance to the site, and those stalls need to conform to the required stall dimensions as stipulated in the ordinance, which is 9.5' by 18'. In addition, a landscaped separation is required between the building and the parking area. These items are addressed in condition #4 above.

The architecture of the buildings are proposed to match that of the adjacent Empire Storage site. However, the current Commercial Regional Zone requires hard surfacing on the upper and lower surfaces. The existing Empire Storage facility was approved with a requirement that the visible surfaces of the buildings would meet the standards of the Commercial Regional Zone. In reviewing this project relative to the current Commercial Regional zone, it was determined that a variance would be required to allow the proposed architecture. The applicant did receive a variance, which stipulated that "All exterior surfaces visible from the street or from surrounding properties shall comply with the requirements of the Commercial Regional Zone". This is reflected in condition #1 above, and includes the buildings facing 4000 West and the Bangerter Highway.

There is existing eight (8) foot pre-cast masonry fencing installed on the north, with six (6) foot fencing on the south, and east property lines, so no additional fencing will be required as part of this project.

Staff has reviewed this application and finds it in compliance with the ordinances and standards of the City, as described herein.

ATTACHMENTS:

The following items are attached for your review:

1. A copy of the Site Plan application
2. A copy of the Zoning Map
3. A copy of the Aerial Views
4. A copy of the Site Plan and Landscape Plans.
5. A copy of the building elevations

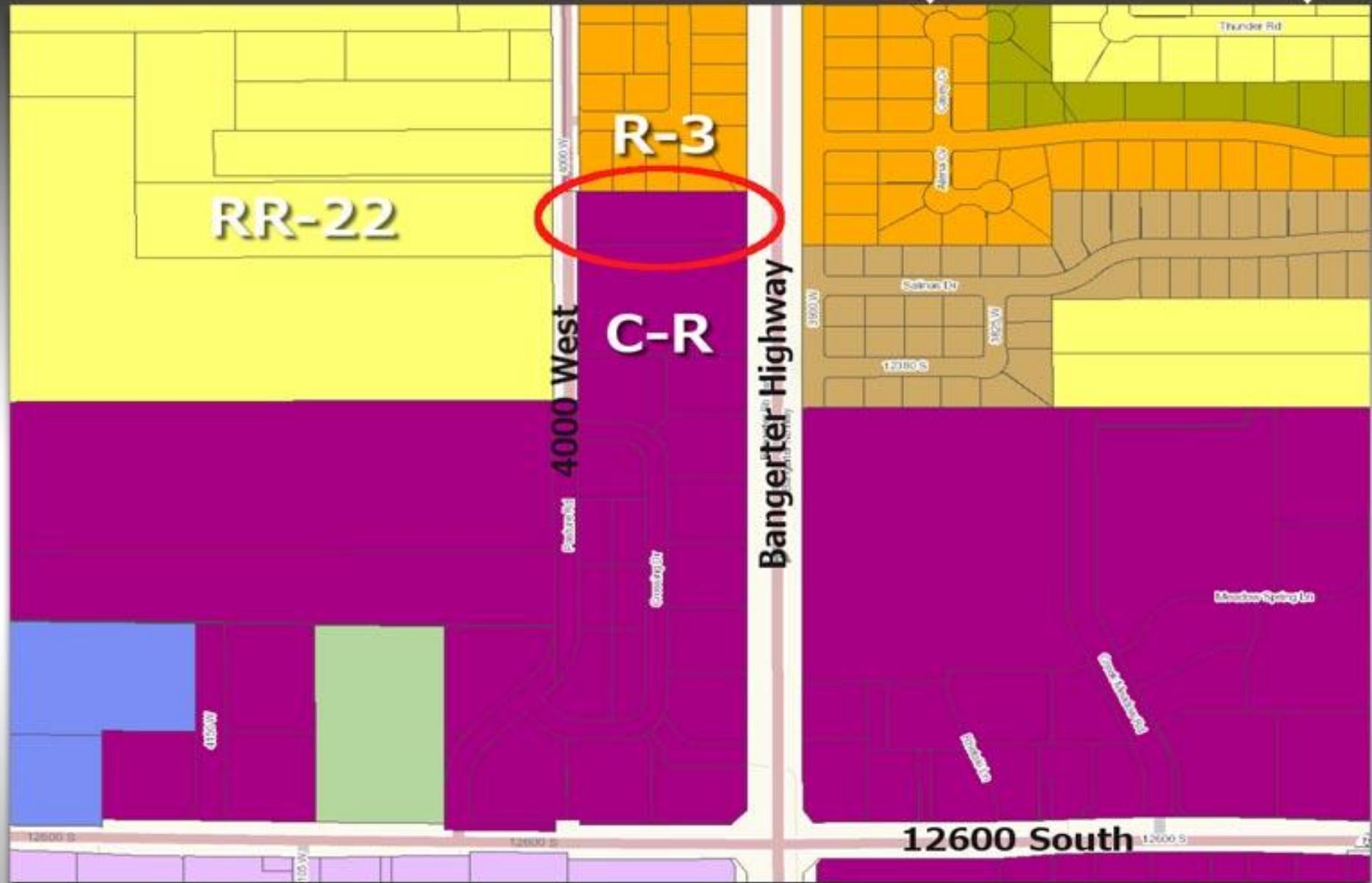
RIVERTON DISTRICT SELF STORAGE

Aerial View



RIVERTON DISTRICT SELF STORAGE

Zoning Map



RIVERTON DISTRICT SELF STORAGE

Aerial View



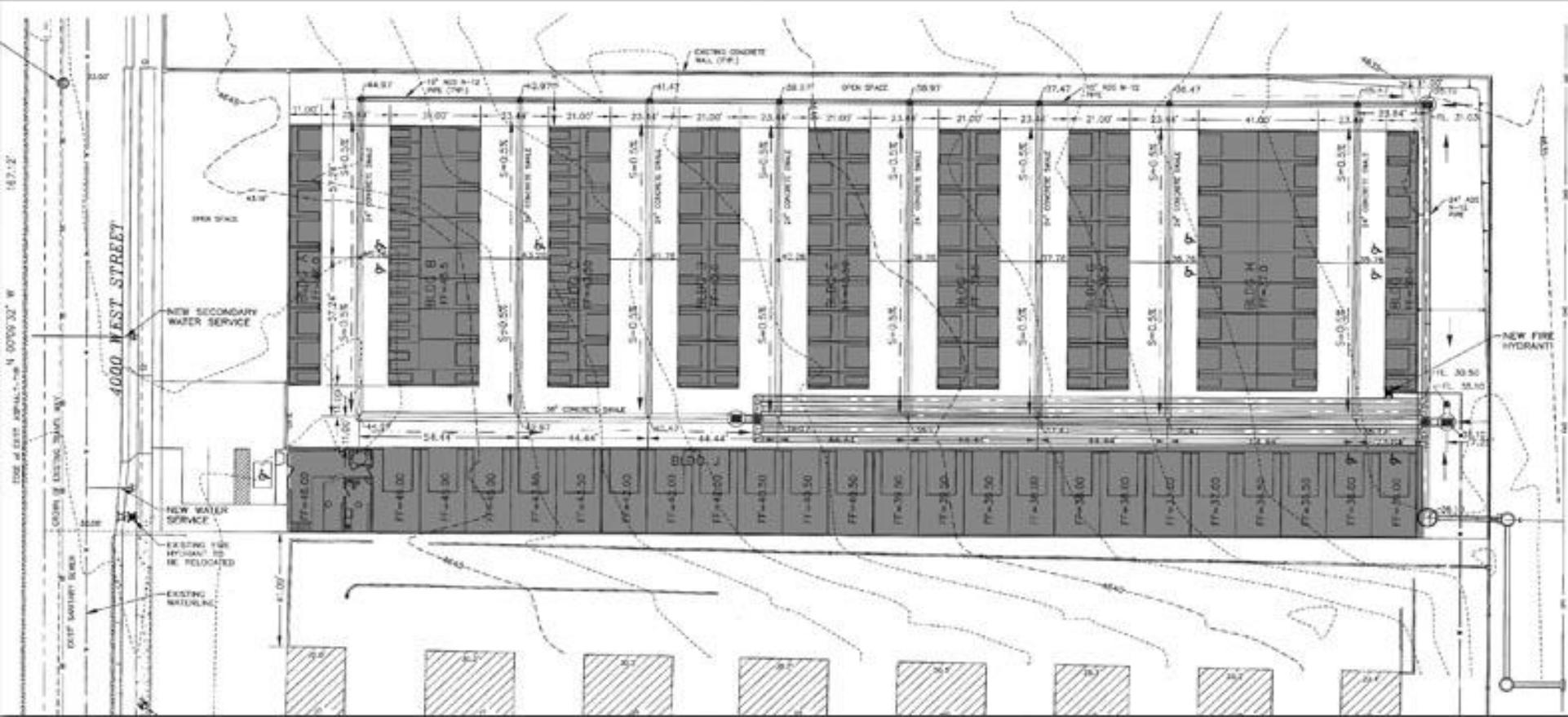
4000 W

Bangerter Sb Hwy

Bangerter Nb Hwy

RIVERTON DISTRICT SELF STORAGE

Site Plan

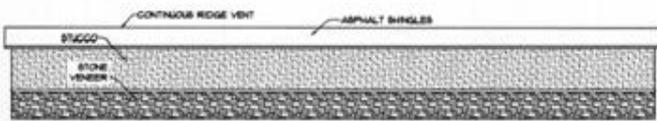


PROPOSED BUILDINGS

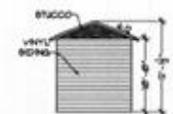




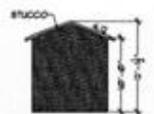
EAST ELEVATION-BLDG "A"
SCALE: 1/8"=1'-0"



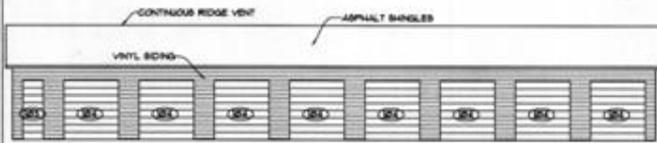
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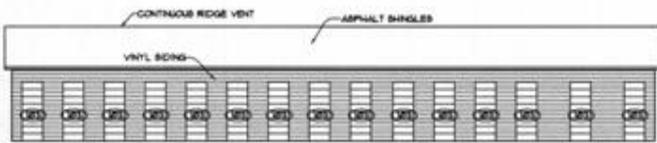
SOUTH ELEV.
BLDG "A"
SCALE: 1/8"=1'-0"



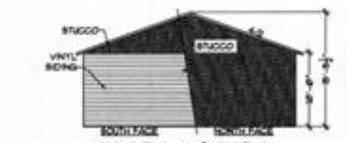
NORTH ELEV.
BLDG "A"
SCALE: 1/8"=1'-0"



EAST ELEVATION-BLDG "B"
SCALE: 1/8"=1'-0"



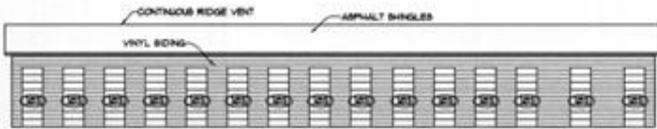
WEST ELEVATION-BLDG "B"
SCALE: 1/8"=1'-0"



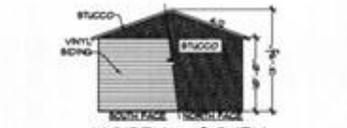
NORTH & SOUTH
ELEVATION-BLDG "B"
SCALE: 1/8"=1'-0"



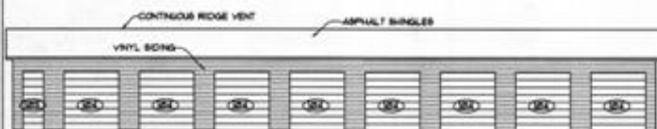
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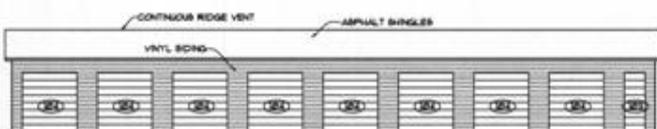
WEST ELEVATION-BLDG "C"
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NORTH & SOUTH
ELEVATION-BLDG "C"
SCALE: 1/8"=1'-0"



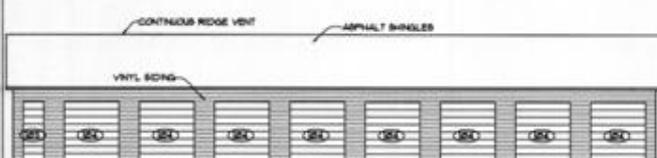
EAST ELEVATION-BLDGS "D, E, F, & G"
SCALE: 1/8"=1'-0"



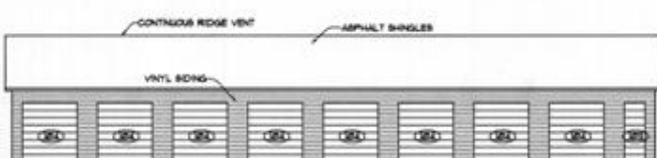
WEST ELEVATION-BLDGS "D, E, F, & G"
SCALE: 1/8"=1'-0"



NORTH & SOUTH
ELEVATION-
BLDGs "D, E, F, & G"
SCALE: 1/8"=1'-0"



EAST ELEVATION-BLDG "H"
SCALE: 1/8"=1'-0"



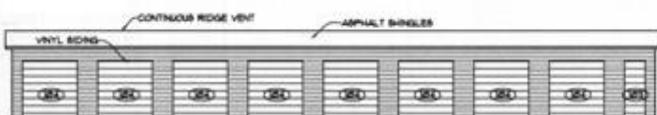
WEST ELEVATION-BLDG "H"
SCALE: 1/8"=1'-0"



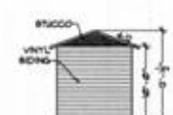
NORTH & SOUTH
ELEVATION-BLDG "H"
SCALE: 1/8"=1'-0"



EAST ELEVATION-BLDG "I"
SCALE: 1/8"=1'-0"



WEST ELEVATION-BLDG "I"
SCALE: 1/8"=1'-0"



SOUTH ELEV.
BLDG "I"
SCALE: 1/8"=1'-0"



NORTH ELEV.
BLDG "I"
SCALE: 1/8"=1'-0"

DEAN L. WEBB & ASSOCIATES
CONSULTING STRUCTURAL ENGINEERS
80 EAST 1000 SOUTH
SALT LAKE CITY, UT 84143
PHONE: 801-487-4444 FAX: 801-487-4444
JOB NUMBER: 0713

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Revisions

ELEVATIONS
BLDGs "A" THRU "I"

Date: 8/23/13
Design By: RCC
Drawn By: MCC/AV
Scale: AS SHOWN

Sheet
A-2.1



EMP STORAGE

EMP STORAGE
WE CAN HELP
(801) 302-1484

WE
SELL
BOXES

NO
SMOKING
NO
DRUGS
NO
ALCOHOL
NO
GUNS
NO
VEHICLES
NO
HAZARDOUS
MATERIALS
NO
PETS
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CARS
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TRUCKS
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BOATS
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MOTORCYCLES
NO
RECREATION
VEHICLES
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NO
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NO
MOTORCYCLES

© 2013 Google



Planning Commission Record of Motion

Meeting Date: January 9, 2014

Item: Riverton District Self Storage Site Plan

Agenda Item# 1A

	Brian Russell	Dennis Hansen	Kent Hartley	Cade Bryant	Taylor Morrill	Scott Kochevar	Larry Brown
Motion	✓						
Second						✓	

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

I move that the Planning Commission recommend approval of the Riverton District Self Storage commercial site plan, application number PL-13-8003, located at 12311 South 4000 West, with the following conditions:

1. All portions of the buildings visible from the street or adjacent properties comply with the materials and architectural standards of the Commercial Regional Zone.
2. Storm drainage systems and accommodation comply with Riverton City standards and ordinances, and with the recommendations of the Riverton City Engineering Division.
3. 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.
4. The parking stalls adjacent to the building shall conform to the size requirements of Riverton City Ordinance, and shall be separated from the building by a five (5) foot landscaped area.
5. The site and structures comply with any and all applicable Riverton City standards and ordinances, including the International Building and Fire Codes.

VOTE:

	Brian Russell	Dennis Hansen	Kent Hartley	Cade Bryant	Taylor Morrill	Scott Kochevar	Larry Brown
AYE	✓	✓	✓			✓	
NAY							
ABSTAIN							

PASS

FAIL

PLANNING COMMISSION ATTENDANCE

Meeting Date: January 9, 2014

	Larry Brown	Kent Hartley	Cade Bryant	Brian Russell	Taylor Morrill	Dennis Hansen	Scott Kochevar
PRESENT		✓		✓	✓	✓	
ABSENT	✓		✓				✓

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

PUBLIC COMMENTS:

ITEM 1.A

1 <i>Richard Gallacher</i>	2	3	4	5	6
7	8	9	10	11	12
13	14	15	16	17	18

ITEM 1.B

1 <i>Leslie Mascaro</i>	2 <i>Bart Thaxton</i>	3	4	5	6
7	8	9	10	11	12
13	14	15	16	17	18



Issue Paper

Item No. 5

Presenter/Submitted By: Mayor Applegarth	
Subject: Consent Agenda	Meeting Date: January 21, 2014
	Fiscal Impact:
	Funding Source:
Background:	
<p>5. CONSENT AGENDA</p> <ol style="list-style-type: none"> 1. Minutes: RCCM 01-07-14, WS 01-14-14 2. Bond Releases: N/A 3. <u>Resolution No. 14-11</u> - Authorizing the City to enter into a Master Utility Agreement with the Utah Department of Transportation for the construction of the Grade Separated Interchange at Bangerter Highway and Redwood Road – <i>Trace Robinson, Public Works Director</i> 4. <u>Resolution No. 14-12</u> - authorizing the Mayor to execute an Agreement with Byron B. and Lisa W. Barlow for the acquisition of a storm drainage easement across a portion of land located at 12244 South Janice Drive - <i>Trace Robinson, Public Works Director</i> 5. <u>Resolution No. 14-13</u> - authorizing the Mayor to execute an Agreement with Jeffery D. Howell and Shanna W. Howell for the acquisition of an easement across a portion of land located at 12213 South Janice Drive - <i>Trace Robinson, Public Works Director</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
January 7, 2014

Riverton City Hall
12830 South 1700 West
Riverton, Utah 84065

10 **Attendance:**

11
12 Mayor William R. Applegarth

13
14 **Council Members:**

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

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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
Erik Sandstrom, UFA Asst. Chief
Scott Hill, Water Director
Trace Robinson, Public Works Director

Citizens: Michael Johnson, Wyoma Darlington, Boy Scout Troops, Merillee Boren, Norma Bench,
LaMar E. Johnson, Cliff E. Lee, Steven Malone

31 **1. GENERAL BUSINESS**

32
33 **Call to Order and Roll Call**

34
35 [6:43:26 PM](#) Mayor Applegarth called the meeting to order at 6:45 p.m. and welcomed those in
36 attendance. He then conducted a Roll Call and Council Members Johnson, Staggs, Stewart,
37 Tingey and Wayman were present. Mayor Applegarth, Council Members Staggs and Wayman
38 were sworn into office prior to the meeting by City Recorder Virginia Loader.

39
40 **Pledge of Allegiance** – [6:46:16 PM](#) Wyoma Darlington, resident who has been attending City
41 Council Meetings for 34 years, directed the Pledge of Allegiance.

42
43 **Presentations/Reports**

44
45 **Recognition of Boy Scout Troops**

46
47 [6:47:24 PM](#) Mayor Applegarth recognized Boy Scout Troops 1138 and 25 in attendance and

1 Senior Patrol Leaders introduced their Troop members and leaders.

2
3 **Riverton Choice Awards for Excellence in Education – Oquirrh Hills Middle**
4 **School**

5
6 [6:52:07 PM](#) Council Member Brent Johnson presented the Riverton City Choice Awards for
7 Excellence in Education to the following individuals selected from Oquirrh Hills Middle School:

8
9 **Brynnli Kitchen** is one of OHMS Student Body Officers this year. She is very committed to
10 helping other students have a successful year. She is an officer in the OHMS Dance
11 Company as well as an excellent student. Wherever you find Brynnli in the school, she will
12 have a smile on her face and will be likely serving others. A 4.0 student, Brynnli is a great
13 leader, in spite of all the out of class demands on her time.

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

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

24
25 **Public Comments**

26
27 [6:57:38 PM](#) Mayor Applegarth explained the public comment procedure and welcomed public
28 comments.

29
30 [6:58:01 PM](#) **Michael S. Johnson** spoke against fireworks and litter that is created from them,
31 which affects his property. Mayor Applegarth said a discussion of fireworks and litter would be
32 added to the Work Session agenda for January 14th.

33
34 [7:00:51 PM](#) **Steven Malone**, representing the Salt Lake County Bicycle Advisory Committee,
35 said that the Bicycle Advisory Committee is looking for members from the southwest area of
36 Salt Lake County and invited anyone interested to contact him.

37
38 [7:02:50 PM](#) There were no further comments and Mayor Applegarth closed the Public Comment
39 period.

40
41 **2. STAFF REPORTS**

42
43 [7:02:52 PM](#) **Lance Blackwood, City Manager**, announced that Costco has chosen South Jordan
44 as a new location in the southwest area of the valley.

45
46 **Safety Training**

47
48 [7:06:44 PM](#) Ryan Carter, City Attorney, reported that during the winter months annual employee

1 training was conducted. He reported that he will now be conducting risk assessments with
2 individual employees to allow them to talk about their safety issues and concerns.

3 4 **3. PUBLIC HEARINGS**

5
6 **1. Public Hearing – Proposed rezone of 23.71 acres of property located near 12939 South**
7 **Sunday Drive be rezoned from R-1 (Residential 1 acre minimum lot size) and RR-22**
8 **(Residential ½ acre minimum lot size) to R-4-SD (Residential single family, min. lot size**
9 **of 10,000 SF with specific development designations), and designate said property as**
10 **MDR in the Riverton City General Plan, Taylor Spendlove representing Brighton**
11 **Homes, Applicant**

12
13 This item was continued from RCCM 12-03-13; however, Mayor Applegarth explained that no
14 public comment would be taken and the Public Hearing would be re-noticed and posted for
15 February 4, 2014.

16 17 **4. DISCUSSION/ACTION ITEMS**

18
19 **1. Final Site Plan Approval, Summerwood Estates Phase 4, located at 13200 South 3600**
20 **West, 39 lots, Ivory Development, LLC., Applicant**

21
22 [7:11:40 PM](#) Jason Lethbridge, Planning Manager explained this item was continued from RCCM
23 12-03-13 and that Ivory Development, LLC, submitted an application for Final Plat approval for
24 the Summerwood Estates Phase 4. He said when the property was originally rezoned in 2006, the
25 City Council added to the underlying R-4 zone a SD designation that required that “a minimum
26 of 60% of the land in the subdivision be developed with a minimum of 14,000 square foot lots”.
27 He said the requirement applied to the entire development, as opposed to a phase by phase
28 calculation. With the lot configuration as currently shown in Phase 4, the Summerwood
29 Subdivision does not comply with the requirement for 60% of the land to be developed with 1/3
30 acre lots. However, the Ivory Homes has made application to amend the SD designation,
31 allowing lots that meet the R-3 zone requirements for width of at least 90 feet to be counted
32 rather than just lots that are above 14,000 square feet. With the amendment, the proposed layout
33 of Phase 4 brings the subdivision into compliance. However, if that amendment is not approved,
34 the applicant must reconfigure the lots within Phase 4 to include additional 1/3 acre lots, which
35 will not affect the roads or other infrastructure, only the lots themselves.

36
37 Mr. Lethbridge said that on November 14, 2013 the Planning Commission voted to recommend
38 approval of the final plat application with the following conditions:

- 39
40 1. This phase of the subdivision comply with the overall requirements of the
41 approved preliminary plat, including the SD designations relating to lot size
42 requirements.
43 2. Any and all required fencing be installed prior to the issuance of building
44 permits for this phase.
45 3. Storm drainage systems and accommodation comply with Riverton City
46 standards and ordinances, and with the recommendations of the Riverton City
47 Engineering Division.
48

- 1 4. An interim storm drainage and erosion control plan and an access management
- 2 plan be approved by the City prior to any construction or grading on the site.
- 3 5. The site and structures comply with any and all applicable Riverton City
- 4 standards and ordinances, including staff review requirements and the
- 5 International Building and Fire Codes.
- 6

7 [7:14:21 PM](#) Brief discussion was held and safe walking routes for school children were clarified.

8
9 Council Member Brent Johnson **MOVED** the City Council approve the **Summerwood Estates**
10 **Phase 4 Final Plat, application number PL-13-1004, located at 13200 South 3600 West with**
11 **the conditions outlined in the Staff Report.** Council Member Roy Tingey **SECONDED** the
12 motion. Mayor Applegarth called for discussion on the motion; there being none, he called for a
13 Roll Call Vote. The vote was as follows: Johnson-Yes, Staggs-Yes, Stewart-Yes, Tingey-Yes
14 and Wayman-Yes. **The motion passed unanimously.**

15 **2. Resolution No. 14-09 – Election and appointment of a Mayor Pro- Tempore**

16
17
18 [7:19:10 PM](#) Mayor Applegarth explained that Riverton City Council Rules of Order require a
19 nomination and election process for the election and appointment of a Mayor Pro-Tempore and
20 City Attorney Ryan Carter followed with an explanation of that process.

21
22 Mayor Applegarth then nominated and **MOVED to appoint Council Member Roy Tingey as**
23 **Mayor Pro-Tempore** and called for any other nominations. There being none, Council Member
24 Sheldon Stewart **SECONDED** the motion. Mayor Applegarth called for discussion on the
25 motion; there being none, he called for a Roll Call Vote. The vote was as follows: Johnson-Yes,
26 Staggs-Yes, Stewart-Yes, Tingey-Yes and Wayman-Yes. **The motion passed unanimously.**

27 **5. CONSENT AGENDA**

28
29
30 Mayor Applegarth presented the following 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. **Resolution No. 14-01** – Confirming the Mayor’s appointment of a Treasurer and a 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
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
6. **Resolution No. 14-04** – License Agreement between Riverton City and Utah Salt Lake Canal Co. for the Riverton Village Storm Drain Project
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

8. **Resolution No. 14-06** – Declaring identified property of Riverton City as surplus
10. **Resolution No. 14-08** – Interlocal Agreement between Riverton City and Salt Lake County for Stormwater Public Outreach and Participation Services
11. **Resolution No. 14-10** – Amending the effective date of Resolution No. 13-62 to the date of January 7, 2014

1
2 Council Member Roy Tingey requested Item 5.2.3 be removed from the Consent Agenda and
3 Council Member Trent Staggs requested Item 5.9 be removed from the Consent Agenda.

4
5 [7:25:33 PM](#) Council Member Roy Tingey **MOVED the City Council approve the Consent**
6 **Agenda excluding Items 5.2.3 and 5.9.** Council Member Sheldon Stewart **SECONDED** the
7 motion. Mayor Applegarth called for discussion on the motion; there being none, he called for a
8 Roll Call Vote. The vote was as follows: Johnson-Yes, Staggs-Yes, Stewart-Yes, Tingey-Yes
9 and Wayman-Yes. **The motion passed unanimously.**

10 11 **5.2.3 Burt Brothers Tires/SMP – 90% Performance Release**

12
13 Council Member Tingey asked if Burt Brothers had met the City's development requirements as
14 previously discussed by the City Council; he was assured they had been met.

15
16 Council Member Roy Tingey **MOVED the City Council approve from the Consent Agenda**
17 **Item No. 5.2.3 Burt Brothers Tires/SMP – 90% Performance Release.** Council Member
18 Trent Staggs **SECONDED** the motion. Mayor Applegarth called for discussion on the motion;
19 there being none, he called for a Roll Call Vote. The vote was as follows: Johnson-Yes, Staggs-
20 Yes, Stewart-Yes, Tingey-Yes and Wayman-Yes. **The motion passed unanimously.**

21 22 **5.9 Resolution No. 14-07 – Granting authority to issue a purchase order to Lewis** 23 **Bus Group for the purchase of a 14 passenger shuttle bus**

24
25 [7:27:23 PM](#) Sheril Garn, Parks & Recreation Director, explained that the City Council approved
26 the purchase of a 14 passenger van in the 2013/2014 budget. She said that she preferred
27 purchasing a shuttle bus instead of a van because the vehicle would be primarily used to pick up
28 seniors and take them to the Senior Center. She said it was much easier and safer getting the
29 seniors into a bus instead of a van.

30
31 Discussion was held and Council Member Tingey reported that Craig Calvert, Purchasing
32 Manager, had reviewed the purchase to ensure all policies and procedures ha been met.

33
34 Council Member Trent Staggs asked if there were alternatives that were reviewed outside of just
35 purchasing a van, any review of third party services, utilizing a UTA Van Pool or other things.
36 Mayor Applegarth explained that the City has used their own transportation and driver to insure
37 adequate accommodation and safety for the senior citizens and said he did not feel a van would
38 meet the needs of the seniors.

39
40 Mrs. Garn reported that a shuttle bus had been bid and the apparent low bidder had a shuttle bus
41 in stock and available for purchase that would meet their needs.
42

1 Council Member Staggs said that he had contacted UTA and discussed different options i.e. a
2 van pool where the City provides the driver or a used paratransit bus that may be available
3 through a UTA donation program.

4
5 [7:32:50 PM](#) Council Member Trent Staggs **MOVED** the City Council **TABLE Resolution No.**
6 **14-07 - Granting authority to issue a purchase order to Lewis Bus Group for the purchase**
7 **of a 14 passenger shuttle bus until a later date, until such time that we can discuss**
8 **alternatives.** Council Member Paul Wayman **SECONDED** the motion. Mayor Applegarth
9 called for discussion on the motion. [7:33:47 PM](#) Council Member Roy Tingey said that he felt
10 that staff should be directed to explore the option of a donation from UTA and, if that is not
11 available, proceed with the purchase of the shuttle bus.

12
13 **A Substitute Motion** was made and Council Member Roy Tingey **MOVED** to **direct staff to**
14 **first explore the option of donation or a better value from UTA versus the bids we have**
15 **now and, if there is not a reasonable solution going in that direction, that we proceed with**
16 **the bids and the selection we have already made.** Council Member Sheldon Stewart
17 **SECONDED** the motion. Mayor Applegarth called for discussion on the motion. Council
18 Member Staggs suggested that other options, as well as UTA, be considered. He also said that in
19 the budget process he would review incoming requests to see if they protect life, liberty and
20 property or apply to the general welfare of the population. He felt the issue being proposed
21 targeted a specific group and he questioned the allocation and use of public funds for such a
22 narrow program. He agreed that the City should provide the service but different options should
23 be considered. Mayor Applegarth called for a Roll Call Vote and the vote was as follows:
24 Johnson-Yes, Staggs-Yes, Stewart-Yes, Tingey-Yes and Wayman-Yes. **The motion passed**
25 **unanimously.**

26 27 **6. ELECTED OFFICIAL REPORTS**

28
29 **Mayor Bill Applegarth** – [7:37:31 PM](#) explained that there are various board appointments of
30 elected officials and Al Leavitt served as the City’s representative on the Association of
31 Municipal Councils, which meets once a month on Mondays at noon. He said that Council
32 Member Sheldon Stewart has agreed to serve on that board. He also said that Council Member
33 Wayman agreed to serve on a board created by the Jordan School District. He then reviewed the
34 Strategic Plan and Budgeting process, which begins on January 14, 2014.

35
36 **Council Member Brent Johnson** - [7:48:26 PM](#) offered his willingness to serve and help the
37 new council members in a positive and efficient manner.

38
39 **Council Member Trent Staggs** – [7:49:34 PM](#) expressed his appreciation to the residents in
40 Council District 4 for their support and he encouraged the residents to take an interest in the
41 upcoming Strategic Plan and budget process.

42
43 **Council Member Sheldon Stewart** – [7:50:36 PM](#) welcomed Council Members Staggs and
44 Wayman. He formally expressed his appreciation to his wife and family for their sacrifices and
45 support. He then reported that residents of the Monarch Meadows Neighborhood Watch met and
46 discussed the number of recent “break ins” in their neighborhood. He spoke of Neighborhood
47 Watch signs as well as Engine Brake Enforcement signs along the Mountain View Corridor.

48 **Council Member Roy Tingey** – [7:53:18 PM](#) commented briefly on signs.

1
2 **Council Member Paul Wayman - [7:54:06 PM](#)** said he was enthusiastic about working with the
3 Council Members and residents and about working for the good of the City.

4
5 **7. UPCOMING MEETINGS**

6
7 **[7:55:04 PM](#)** Mayor Applegarth reviewed the following 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
9 **8. ADJOURN**

10
11 **[7:55:21 PM](#)** Council Member Sheldon Stewart **MOVED to adjourn**. Council Member Brent
12 Johnson **SECONDED** the motion. Mayor Applegarth called for discussion on the motion; there
13 being none, he called for a vote. The vote was as follows: Council Member Johnson-Yes,
14 Staggs-Yes, Stewart-Yes, Tingey-Yes and Wayman-Yes. **The motion passed unanimously.**
15 The City Council Meeting adjourned at 7:55 p.m.

16
17
18
19
20 _____
21 Virginia Loader, MMC
22 Recorder

23 Approved:

1
2
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4
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9

Riverton City
CITY COUNCIL FIELD TRIP & WORK SESSION
Minutes
January 14, 2014

Riverton City Hall
12830 South 1700 West
Riverton, Utah 84065

10 **Attendance:**

11
12 Mayor William R. Applegarth – *arrived at 7:30 p.m.*

13
14 **Council Members:**

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

20
21 **City Staff:**

22 Lance Blackwood, City Manager
23 Jeff Hawker, Asst. City Manager
24 Virginia Loader, City Recorder
25 Sheril Garn, Parks and Recreation Director
26 Jason Lethbridge, Planning Manager
27 Trace Robinson, Public Works Director
28 Lisa Dudley, Finance Director
29 Bill Salmon, Code Enforcement Officer

30
31 **Citizens:** Michael S. Johnson, Cliff & Michelle Cluff

32
33
34 The City Council went on a Field Trip beginning at 5:00 p.m. for the purpose of visiting real estate developments.

35
36 **1. GENERAL BUSINESS**

37
38 **1. Call to Order and Roll Call**

39
40 Mayor Pro-tempore Roy Tingey called the meeting to order at 6:30 p.m. and welcomed those in attendance. He then conducted a Roll Call and Council Members Johnson, Staggs, Stewart, Tingey and Wayman were present.

41
42 **2. Presentation regarding 2014 Strategic Plans**

43
44 Lance Blackwood, City Manager, presented background information regarding the Strategic Planning Process, which the City began in 2008 as a budgeting tool to facilitate in quantifiably measuring results rather than activities. He explained the major priority categories as follows:

45
46 **Economic Development**

Facilitate Balanced Economic Development, with emphasis on Western
Commercial District / Regional Entertainment & Dining

- 1 **Community**
2 Maintain the Riverton Sense of Community (Six major goals)
3 **Infrastructure and Transportation Enhancement**
4 (Six Major Goals)
5 **Public Safety**
6 Improve the City's Capability to respond to and Manage Emergencies (Two
7 major Goals)
8 **Revenue/Funding**
9 Insure Economic Viability of the City through 2018 (Two Major Goals)
10 **Safety & Risk Management**
11 Create and Develop Risk Management and Safety Protocol for all City Operations
12 (One Major Goal)

13
14 Council Member Staggs recommended that Revenue/Funding be moved under Economic
15 Development.

16
17 Mr. Blackwood said that the following issues were being presented to obtain clarification from
18 the City Council as to the level of service and/or enforcement they desired.

19
20 **1. City Beautification**

21
22 **1. Business Signage**

23
24 Jason Lethbridge, Planning Manager, explained the current sign ordinance for permanent signs.
25 He then explained the current sign ordinance for promotional signs as follows:

- 26 1. Permit required for all promotional signs
27 a. No permit required during holiday periods as defined in ordinance
28 2. Allowed 4 times and/or for maximum of 60 days per year, no longer than 30 days at a
29 time.
30 3. No permanent promotional signage allowed (i.e. no permanent banners on ground or
31 building)
32 4. Intent is for temporary promotions/sales
33 5. Enforcement is primarily complaint driven.

34
35 Mr. Lethbridge presented the following possible actions regarding the sign ordinance:

- 36 1. Maintain Current Conservative Standards/ Enforcement
37 2. Update Ordinance
38 a. More liberal standards
39 b. Expand allowed time/type of promotional signs & duration
40 c. Certain types allowed w/o permit, etc

41
42 Equity in enforcement was discussed. The Council was asked to consider and determine for the
43 budget staff allocation for enforcement. It was recommended that the City follow the ordinances
44 they require of the residents.

45

1 Following lengthy discussion, the consensus of the City Council was to obtain information from
2 other cities regarding the following:

- 3 • Permit requirements and costs for promotional signs
- 4 • Allowances for new and start-up businesses
- 5 • Number of complaints received regarding temporary signs in Riverton City

6
7 Once information is obtained, bring back for further discussion.
8

9 **2. Ordinance Enforcement – Clarification of Existing Ordinances**

10 Bill Salmon, Code Enforcement Officer, presented information regarding existing code
11 enforcement ordinances and the weed abatement program process. He said that initial inspections
12 are based on complaint or on view.
13

14 Jeff Hawker, Asst. City Manager, explained that code enforcement time allotments are mandated
15 by State law; however, the City's first priority is to get a problem solved with the least amount of
16 difficulty.
17

18
19 Mr. Salmon presented the following information regarding weed violations:

- 20 1. Average number of weeds violation cases per year over past 3 years = 252
- 21 2. Average number of those cases ultimately resolved through abatement = 15
- 22 3. Average number of those cases that were referred to the City prosecutor = 6
- 23 4. Average number of those cases that were closed with compliance = 231

24
25 Mayor Applegarth explained that the City Council defines and adopts ordinances and associated
26 penalties. Following discussion, Council Members requested information from other cities
27 regarding their ordinances, procedures and the number of staff assigned to enforce their
28 ordinances, and information regarding property abandonment. Once information is obtained,
29 bring back for further discussion.
30

31 **3. Trees – Service Level**

32
33 Trace Robinson, Public Works Director, presented information regarding trees in park strips and
34 side yards. He said it is estimated that Riverton City has over 18,000 trees in park strips and
35 along side yards. He presented the following issues in the current tree ordinance, which he said is
36 difficult to enforce.

- 37 1. Spacing of trees in park strips – cause problems for Street Maintenance and Safety
 - 38 a. Distance from Regulatory Signs
 - 39 b. Separation from Driveways
 - 40 b. Separation from Utilities
 - 41 c. Visibility at Corners

42
43 Mr. Robinson presented the following tree maintenance comparison by City:
44

City	Do you provide a notice to the citizen?	If so, how long of notice?	Do you handle cutting/trimming?	Sidewalk Height Clearance	Street Height Clearance	Street Corner Distance Clearance
Draper	Yes	1 week	Yes	7 ft	12 ft – 18 ft	45 ft
S. Jordan	Yes	2 week business days	No	7 ft	13 ft	40 ft
W. Jordan	Yes	Unknown	No	7 ft	11 ft	40 ft
Riverton	Yes	1 week	Yes	8 ft	15 ft	40 ft

2. Owner Responsibilities

(1) Periodic watering and fertilization of park strip trees as necessary to maintain good health and vigor.

(2) It shall be the responsibility of the abutting property owner to prune street trees in accordance with RCC 12.20.050, standards for clearance. Permits shall not be required for work done by public utility or city personnel; however, pruning practices shall coincide with accepted arboriculture standards.

(3) Protect trees in park strips from damage caused by lawn mowers, weed trimmers, snow blowers and similar equipment.

(4) Protect trees in park strip from damage caused by attachment of any items such as signs, nails, wires, ropes and chains.

(5) The species of the trees planted in the park strips should comply with the list contained in the Riverton street tree master plan unless otherwise approved by the Riverton City urban forester.

(6) Remove private trees or limbs that have fallen upon a city street, property or sidewalk.

(7) Maintain ground covers except in those park strips maintained by Riverton City.

(8) Notify the Riverton City urban forester of any hazard or nuisance tree and discuss how the issue shall be remedied.

(9) Rake, clean up, and properly dispose of leaves that fall from park strip trees so leaf fall does not impede storm drain system.

(10) Riverton City shall have no liability for the failure of any tree or landscaping installed by the private parties on other than city maintained property.

vs. City Responsibilities

(1) Tree care in city owned and operated parks, on the grounds of city buildings, and in park strips that are maintained by Riverton City as designated in this chapter.

(2) Pruning or removal of tree when there is found to be a condition which creates a safety hazard, visibility obstruction or damage to property and/or city infrastructure.

(3) Pruning of trees in park strips maintained by Riverton City.

(4) Removal of diseased or dying trees beyond reclamation located in park strips maintained by Riverton City.

1 (5) Removal of trees and/or limbs of trees in any public park strip that the
2 Riverton City urban forester and planning director determine to be a hazard or
3 nuisance after property notification to the abutting property owner
4

5 Mr. Robinson said he would review the ordinance for safety and he would make
6 recommendations for change. He also asked if more responsibility should be placed on the
7 citizens or on the City. The consensus of the Council was that they like the ordinance as is but
8 the street corner distance clearance be increased as determined by Mr. Robinson.
9

10 The City Council was not in favor of re-evaluating the type of trees allowed to be planted in park
11 strips maintained by residents.
12

13 Mr. Blackwood clarified the intent of the following: (3) Pruning of trees in park strips
14 maintained by Riverton City. He said if there are trees that are owned by Riverton City in areas
15 that the City has assumed responsibility for the entire park strip, the City is responsible to
16 maintain those trees. He said it was never the City's intent to go into subdivisions and maintain
17 the trees in those park strips.
18

19 Sheril Garn, Parks & Recreation Director, presented the following information regarding Tree
20 Replacement in Park Strips:
21

- 22 1. Cost associated with tree replacement \$400 - \$500 per tree
- 23 2. Watering a new tree
 - 24 • Cost of a employee to take care of for the first year
 - 25 • Irrigation system- New line to be added to existing timer
- 26 3. Riverton City owns 3,328 Trees and no one to care for them on a regular basis.
27

28 She spoke of problematic trees in different areas throughout the City and said that replacement of
29 trees is based on complaints and governed by budget. She said that \$15,000 is budgeted annually
30 for tree replacement due to trees dying, being hit by cars, and/or very large trees that are
31 problematic and the City does not have equipment for trimming or removal.
32

33 She also said that trees are dying faster than they can be replaced. She said the City is losing
34 trees in park strips from salt on roads, the right trees have not been planted that compatible with
35 Riverton soil, and because of watering issues.
36

37 Mayor Applegarth said that a city with a lot of big beautiful trees is very appealing but that
38 landscaping comes with a cost. He asked the City Council to determine the level of service and
39 the budget they would provide for trees and tree replacement in park strips. The consensus of the
40 City Council regarding tree replacement was as follows:
41

- 42 • Center medians – If a tree needs replacement, do not replace but level and cover
43 with like surrounding material, except for the 12600 South Gateway, if required
44 by UDOT Betterment Agreement for that entrance.
- 45 • Replace trees in parks first
- 46 • Replace trees in park strips that are maintained by the City

- 1 • Explore options for maintenance - seasonal employee, intern
- 2 • Remove all dead trees
- 3 • Replace trees within same season if budget allows

4. Trail System Completion/Maintenance

7 Sheril Garn explained that there are trails within the City; Jordan River Parkway Trail, Midas
8 Creek Channel, and Rose Creek Channel where native grass has become difficult to maintain.
9 She asked the City Council to determine the level of service and the budget they would provide
10 for maintenance to the trails. The consensus of the City Council regarding maintenance of trails
11 was as follows:

- 13 • Prepare a Master Plan for trail systems as funds become available
- 14 • Increase maintenance as budget allows

16 Council Member Stewart suggested a youth service project for cleaning trails.

3. Snow Plowing

20 Trace Robinson, Public Works Director, presented and reviewed in detail the following
21 information regarding snow plowing:

Resources – Funding Class “C” Roads, Fund 21

Employees:

- 25 8 Employees Street Division
- 26 2 Employees Stormwater Division
- 27 1 Employee Engineering Division
- 28 1 Employee Streetlight Division
- 29 Volunteers from other Departments and Divisions as needed

Equipment:

- 32 1 Large Plow with salter and wing
- 33 4 Large Plows with salters
- 34 5 Small Plows with salters
- 35 2 Pickup trucks with brine tanks to pre-wet roads
- 36 1 large brine tank
- 37 1 Brine maker (built by Streets Division)
- 38 1 Small tractor for sidewalks

40 He then reviewed Riverton City’s Public Works Department Snow Removal Policy and
41 Procedures as follows:

- 43 1. 2” of snow or icy or slick conditions
 - 44 1. Salt or plow all major arterials, major connectors and school zones
 - 45 2. Inspect all major stop sign areas and salt and plow as needed

46

- 1 2. 4” inches or less of snow
- 2 1. Salt and plow all major arterials, connectors and School zones
- 3 2. All stop signs onto any major roads will be plowed and sanded
- 4 3. All City property will be plowed and salted, this includes Civic
- 5 Center and Senior Citizen Center
- 6 4. All City maintained sidewalks would be cleared if needed.
- 7 3. 4” to 6” inches of snow
- 8 1. All major roads and school zones will be plowed and salted.
- 9 2. All stop signs and secondary roads will be plowed and salted.
- 10 3. All minor roads will be plowed and salted at key intersections.
- 11 4. All City properties will be plowed and salted.
- 12 5. All City maintained sidewalks will be cleared.
- 13 4. 6” inches or more of snow
- 14 1. Salt and plow all major roads and School zones.
- 15 2. Salt and plow all secondary roads and stop sign areas.
- 16 3. Start plowing all minor roads, stub streets and cul-de-sacs.
- 17 4. All City property will be plowed and salted.
- 18 5. All City maintained sidewalks will be cleared.
- 19 6. 12-hour shifts will continue, until all roads are cleared.
- 20

21 Mr. Robinson briefly reviewed Snow Removal Policy comparisons for Riverton, West Jordan,
22 South Jordan and Draper regarding Snow Removal Depth, Street Priority, Salt Distribution
23 Priority, Trails and Parks, Right-of-way, and Sidewalks. He explained various street treatment
24 processes for snow removal. He then explained the function of GPS Trackers on snow plows that
25 log each pass made on a street. He then spoke of snow removal challenges in cul-de-sacs as
26 follows:

- 27
- 28 320 Cul-de-sacs @ 25 Minutes/ Cul-de-sac = 133 man hours to clear
- 29 • Using 6 trucks full time on a 12 hr shift it will take 2 days just for the Cul-
 - 30 de-sacs
 - 31 • No place to put snow; it buries mail boxes, fire hydrants and driveways
 - 32 • Basketball hoops and garbage cans on streets
 - 33

34 Mr. Robinson presented a proposed policy solution to plow a two pass path into cul-de-sacs and
35 the Council Members agreed.

36

37 Council Member Stewart recommended pursuing an agreement with UDOT for the City to plow
38 State Roads within Riverton City, 12600 South and Redwood Road. Mayor Applegarth said he
39 would pursue that option with UDOT once the overlay was completed on those roads and the
40 options would be brought back to the City Council for further discussion.

41

42 Discussion was held regarding sidewalk snow plowing requirements for residents and the City
43 meeting that same standard along City maintained frontage roads; increased sidewalk snow
44 plowing will be considered as part of the budget.

45
46

2. 2015 150th Anniversary Celebration Events

Sheril Garn, Parks & Recreation Director, presented several recommended activities for 150 days of celebrating the City's 150th Year Anniversary in 2015. She asked for direction from the Council as to how much they were willing to fund for the celebration. The sale of engraved bricks to residents was favored and will be proposed in the upcoming budget. A newsletter article for the celebration with a solicitation for ideas will be published in the February newsletter. Also, brief discussion of the media specialist was held and the job description as to how the position could be involved in the celebration will be discussed at the February 4th Work Session.

3. Ceiling for Fee Increases

Mayor Applegarth briefly explained the budget process and explained that he is uncertain of any fee being proposed in the upcoming budget; however, he said that if so, any proposed fee or fee increase in the budget would only raise the total bill by \$2.00 and any proposal would be documented. He said that there was no way to increase the General Fund except by increasing sales tax because property tax is not an option at this time. Brief discussion was then held regarding culinary and secondary water funds.

4. Fireworks

Discussion of fireworks was postponed until the next Work Session.

Other Business

Mayor Applegarth issued an invitation to the Council to attend an event with Senior Staff on February 21, 2014.

The East Riverton Drainage System was briefly discussed as it runs through the Main Park. Mayor Applegarth reported that the City is looking at the possibility of taking over the East Riverton Drainage System.

Jeff Hawker, Asst. City Manager, reported that he spoke with UTA regarding the donation of a van to be used for the Senior Center and no vans are available until November; however, if a vehicle is obtained at that time, there would be obligations associated with that option in order to meet federal funding requirements.

Following brief discussion, Council Member Trent Staggs **MOVED to pursue the option of UTA Van Pool**. The motion was **SECONDED** by Council Member Paul Wayman. Mayor Applegarth called for discussion on the motion; there being none, he called for a Roll Call Vote. The vote was as follows: Johnson-No, Staggs-Yes, Stewart-No, Tingey-No and Wayman-Yes. **The motion failed 3 to 2.**

1 **2. ADJOURN**

2

3 Mayor Applegarth declared the City Council Meeting adjourned at 10:30 p.m.

4

5

6

7

8 _____
9 Virginia Loader, Recorder

9

10 Minutes approved:

DRAFT



Issue Paper

Item No. 5.3

Presenter/Submitted By:	G. Trace Robinson P.E.	
Subject: Approval of Riverton City Corporation Master Utility Agreement with the Utah Department of Transportation for construction of the grade separated interchange at Bangerter Highway and Redwood Road	Meeting Date: January 21, 2014	
	Fiscal Impact: \$0	
	Funding Source: N/A	
Background: <p>As a part of the construction of the Bangerter grade separated interchange project, a mutual understandings between the Department of Transportation and the City needs to be established as it relates to utility adjustments and relocation. This will be accomplished by a Master Utility Agreement. This Agreement defines ownership of utilities and outlines maintenance and relocation responsibilities of both parties. There will be not fiscal impact to the City with this project unless the City chooses to upgrade the existing utilities. The Department of Transportation will be responsible to relocate or adjust for grade all utilities within the project boundaries. This is a dynamic document which can be modified as needed by supplemental agreements. City Staff has spent a great deal of time working with the Department to create this document and feels it represents the rights of the City.</p>		
Recommendation: <p>Approve Riverton City Corporation Master Utility Agreement with the Utah Department of Transportation for construction of the grade separated interchange at Bangerter Highway and Redwood Road.</p>		
Recommended Motion: <p>"I Move the City Council approve <u>Resolution No. 14-11</u>- Authorizing the City to enter into a Master Utility Agreement with The Utah Department Of Transportation for the construction of the Grade Separated Interchange at Bangerter Highway and Redwood Road."</p>		

RIVERTON CITY, UTAH
RESOLUTION NO. 14-11

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A MASTER UTILITY AGREEMENT WITH THE UTAH DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION OF THE GRADE SEPARATED INTERCHANGE AT BANGERTER HIGHWAY AND REDWOOD ROAD

WHEREAS, UDOT is preparing to award a design build contract for the highway project grade separated interchange identified as S-0154(75)3, SR-154 at Redwood Road (Bangerter Highway and Redwood Road; and,

WHEREAS, UDOT has identified City owned facilities within the limits of the Project which may necessitate the relocation, protection, or adjustment; and,

WHEREAS, the City desires UDOT to design and construct the City's Utility Work necessitated by the Project; and,

WHEREAS, the City will perform the necessary design review and inspection to accommodate the Project;

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

1. The Master Utility Agreement with Utah Department of Transportation for the construction of the Grade Separated Interchange at Bangerter Highway and Redwood Road is hereby approved, and the Mayor is hereby authorized to sign the Agreement.
2. This resolution shall become effective upon passage.

PASSED AND ADOPTED by the City Council of Riverton, Utah, on this 21st 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



Project No. S-0154(75)3, Salt Lake County
SR-154 at Redwood Road; Interchange
RIVERTON CITY CORPORATION
Charge ID No. 7176101D PIN 6999

**RIVERTON CITY CORPORATION
MASTER UTILITY AGREEMENT**

THIS MASTER UTILITY AGREEMENT, made and entered into this _____ day of _____, 20_____, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as "**UDOT**", and **RIVERTON CITY CORPORATION**, a political subdivision of the State of Utah, hereinafter referred to as the "**City**."

RECITALS

WHEREAS, **UDOT** is preparing to request proposals for and award a design build contract for the highway project identified as S-0154(75)3, SR-154 at Redwood Road; Interchange in Salt Lake County, Utah, hereinafter referred to as the "Project"; and

WHEREAS, the Project contractor will complete the design and administer construction of the Project. The Project contractor will hereinafter be referred to as the "Design Builder"; and

WHEREAS, **UDOT** has identified **City** owned facilities within the limits of the Project which may necessitate the relocation, protection or adjustment of the facilities, hereinafter referred to as the "Utility Work"; and

WHEREAS, the **City** desires for the Design Builder to design and construct the **City's** Utility Work necessitated by the Project; and

WHEREAS, the **City** will perform the necessary design review and inspection to accommodate the Project; and

WHEREAS, for the purpose of expediting any required Utility Work and reimbursement, the parties are entering into this - Master Utility Agreement with the understanding that future Supplemental Agreements to this document will be entered into covering Utility Work design and Utility Work to be accomplished by **UDOT** at specific Project locations.

THIS AGREEMENT is made to set out the terms and conditions where under the Utility Work shall be performed.

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

1. **PROJECT RESPONSIBLE FOR COST**

In accordance with Utah Code § 72-6-116(3) (a) (ii), **UDOT** is responsible for one hundred percent (100%) of the cost of Utility Work of **City's** facilities for those costs that comply with 23 C.F.R. § 645, subpart A.



2. **CONTACT INFORMATION**

UDOT's Project Representative is Alana Spendlove, **UDOT** Project Utility and Railroad Leader, telephone number (801) 887-3462 and email aspendlove@utah.gov.

UDOT's Resident Engineer is Marwan Farah, telephone number (801) 887-3415 and email mfarah@utah.gov.

City's contact person for the Project is Trace Robinson, City Engineer, telephone number (801) 208-3137 and e-mail trobinson@rivertoncity.com

After awarding the Project, **UDOT** will provide the **Company** with the Design Builder's Project Representative contact information, hereinafter referred to as Design Builder

3. **AUTHORIZATION FOR DESIGN WORK**

In order to facilitate coordination and obtain technical information about the **City's** facilities and requirements for inclusion in this Agreement and the Request for Proposals, **UDOT** gave the **City** authorization for preliminary design engineering on October 18, 2013.

4. **SUBSURFACE UTILITY ENGINEERING**

In accordance with current policies and directives, **UDOT** has performed Subsurface Utility Engineering (SUE) within the limits of the Project. Additional SUE work to determine the vertical location of underground facilities at specific, critical locations on the Project will be reviewed with the **City**.

5. **PROJECT COORDINATION**

The **City** requested that **UDOT** include items of Utility Work for relocating and adjusting **City's** facilities in the Project in accordance with the provisions of the 23 C.F.R. § 645, subpart A.

During the development of the Project design, the **City** and **UDOT**, along with its Design Builder, shall consult as necessary in an effort to determine if conflicts with the **City's** facilities can be avoided. If Utility Work or protection of the **City's** facilities is required by the Project, **UDOT** will be responsible to identify the conflicts and to design, and construct the Utility Work or protection of the **City's** facilities. The **City** will perform the necessary design reviews prior to the start of Utility Work. **UDOT's** Project Representative will be responsible for coordinating with other utility companies as it relates to **City's** facilities.

6. **CITY REQUIREMENTS**

UDOT will comply with the following **City** requirements.



7. **UDOT TO DESIGN AND CONSTRUCT CITY'S UTILITY WORK**

UDOT will schedule and meet with the City and UDOT to review the design, Utility Work, estimates of cost, and scheduling for the City's Utility Work at specific locations on the Project to insure maximum lead time for advance order of materials and work force scheduling.

- a. UDOT will design Utility Work in accordance with City's Utility Work standards dated 2007. In the event of a conflict between UDOT and City standards, the higher standard will be applied. A copy of the City's Utility Work specifications can be found at http://www.rivertoncity.com/departments.standard_specifications_plans.html and is hereby made a part hereof.
- b. UDOT will secure permits required for Utility Work of City's facilities.
- c. UDOT will supply as-constructed plans, in a format specified by the City, upon completion of any required Utility Work.

8. **RIGHT OF WAY**

Any easements or replacement right of way required in conjunction with the Utility Work of City's facilities will be acquired by UDOT in accordance with the requirements of Utah Administrative Code R930-7 and 23 C.F.R. § 645 subpart A.

9. **MAINTENANCE OF TRAFFIC (MOT), TRAFFIC CONTROL AND SURVEYING**

UDOT will provide MOT traffic control for Utility Work at no cost to the City. Except in the case of emergencies, City's Utility Work on the Project will be scheduled in compliance with the requirements of the Limitation of Operations contained in UDOT's Design Builder contract with respect to lane closures, peak hour work restrictions, holiday and special event limitations, etc.

Surveying and staking of roadway facilities will be provided in accordance with UDOT's Standard Specifications. The cost of the surveying and staking will be at UDOT's expense and the City will have no obligation for the cost of surveying. Any of UDOT's survey control stakes or bench markers, which are removed or damaged by the City, shall be reestablished by UDOT at the City's expense.

10. **SUPPLEMENTAL AGREEMENTS**

UDOT and the City shall enter into Supplemental Agreements to cover Utility Work for specific segments of the Utility Work or at specific Project locations. As part of the Supplemental Agreement, UDOT will provide design plans for review and approval by the City prior to start of Utility Work. A copy of the format of the proposed Supplemental Agreement is marked "EXHIBIT A", attached hereto and thereby made a part hereof.

In the event there are changes in the scope of the Utility Work, extra Utility Work, or changes in the planned Utility Work covered by a Supplemental Agreement, a modification to the Supplemental Agreement approved in writing by the parties hereto is required prior to the start of Utility Work on the changes or additions.



11. **UDOT TO NOTIFY CITY**

UDOT will notify the **City** at least two (2) business days in advance of performing any Utility Work covered herein.

12. **INSPECTION**

The **City** shall provide on-call engineering support by **City's** Engineer or appropriate representative for plan review, schedule coordination, or to correct or clarify issues during Utility Work, and to perform the necessary inspection for the **City's** Utility Work installed by **UDOT**.

- a. The **City** engineer and/or inspector shall work with and through **UDOT's** Project Representative and shall give no orders directly to **UDOT's** Design Builder unless authorized in writing to do so. **UDOT** will accomplish the Utility Work covered herein on **City's** facilities in accordance with the plans and specifications provided and/or approved by the **City**, including changes or additions to the plans and specifications, which are approved by the parties hereto.
- b. The **City** shall immediately notify **UDOT's** Project Representative and the Design Builder's Project Representative of any deficiencies in the Utility Work on the **City's** facilities. The **City** shall follow up with written detail to **UDOT's** Project Representative and the Design Builder's Project Representative of its findings within 24-hours of making its initial notification.
- c. **UDOT** will respond to **City's** concerns within 24-hours of written notification.
- d. The **City**, through its inspection of the Utility Work, will provide **UDOT's** Project Representative with information covering any problems or concerns the **City** may have with acceptance of the facilities upon completion of Utility Work.
- e. Any plan and specification review or Utility Work inspection performed by **UDOT**, arising out of the performance of the **City's** Utility Work by **UDOT**, does not relieve the **City** of its duty in the performance of the Utility Work or to ensure compliance with acceptable standards.

13. **CITY TO NOTIFY UDOT**

City's personnel shall notify **UDOT's** Project Representative upon arriving and leaving the Project site for verification of Utility Work performed for reimbursement purposes. **City's** personnel will comply with all applicable OSHA and Project safety requirements while within the Project limits.

14. **DAILY RECORDKEEPING**

UDOT's Project Representative, will keep daily records of the Utility Work performed by the **City**. The type of form to be used shall be signed by **UDOT's** Project Representative, the **City** and/or its authorized representatives. Copy of the record form shall be retained by the parties to this agreement.



15. **REIMBURSEMENT**

UDOT will not reimburse the **City** for costs incurred by **City** personnel for preliminary engineering, plan review, observation, inspection and operation of valves performed as part of their regularly assigned duties. Should it become necessary for the **City** to procure outside services to perform preliminary engineering, plan review, observation, or inspection to accommodate UDOT's Utility Work and Project schedule, the **City** shall notify UDOT. Upon concurrence by UDOT, the **City** may procure outside services through appropriate solicitation, and the cost of the services will be reimbursed by a Supplemental Agreement.

16. **SUBMITTAL OF ITEMIZED BILLS**

The **City** shall submit itemized bills covering the actual costs incurred for outside services to perform preliminary engineering, plan review, oversight and inspection work covered by Supplemental Agreements to UDOT's Contracts and Compliance Specialist:

UDOT Contracts and Compliance Specialist
4501 South 2700 West
Construction Office, Box 148220
Salt Lake City, Utah 84114-8220

Itemized bills shall bear the Project and Supplemental Agreement numbers, supporting sheets, and a complete billing statement of all actual costs incurred, following the order of the items in the detailed estimates contained in the Supplemental Agreement, within sixty (60) days following completion of the Utility Work by the **City** on the Project.

Otherwise previous payments to the **City** may be considered final, except as agreed to between the parties in advance. UDOT will reimburse the **City** within sixty (60) days after receipt of the billings but only for items complying fully with the provisions of 23 C.F.R. § 645, subpart A. Failure on the part of the **City** to submit final billings within six (6) months of the completion of the Utility Work will result in UDOT's disallowance of that portion of Utility Work performed by the **City**.

17. **RIGHT TO AUDIT**

UDOT/ and/or FHWA shall have the right to audit all cost records and account of the **City** pertaining to this Project in accordance with the auditing procedure of the Federal Highway Administration and 23 C.F.R. § 645, subpart A. Should this audit disclose that the **City** has been underpaid, the **City** will be reimbursed by UDOT within sixty (60) days upon submission of additional billing to cover the underpayment. Should this audit disclose that the **City** has been overpaid, the **City** will reimburse UDOT within sixty (60) days in the amount of the overpayment. For purpose of audit the **City** is required to keep and maintain its records of Utility Work covered herein for a minimum of three (3) years after final payment is received by the **City** from UDOT.

18. **SALVAGED MATERIALS**

All materials from **City's** existing facilities which are recovered by UDOT while performing the Utility Work covered herein and not reused on this Project shall become the property of the



Design Builder unless otherwise agreed to in advance by the parties hereto.

19. **BETTERMENTS**

If the **City** desires to include a betterment in the Utility Work at any specific location, **UDOT** may agree to the betterment providing the difference in costs between the minimum Utility Work required and the **City's** desired Utility Work shall be at the sole cost of the **City** and the betterment can reasonably be accommodated without delaying **UDOT's** Project. The betterment work will be addressed by separate lump sum Supplemental Agreement between **UDOT** and the **City**.

The total agreed upon lump sum price of the betterment work shall be paid upon execution of the Supplemental Agreement and shall be deposited to **UDOT's** Comptroller's Office located at: UDOT/COMPTROLLER, 4501 South 2700 West, Box 141500, Salt Lake City, UT 84119-1500.

Once a Design Builder has been selected by **UDOT**, any betterment request will be negotiated directly with the Design Builder. However, it is at **UDOT's** sole discretion to approve the betterment.

20. **ACCEPTANCE**

UDOT will provide notification to **City** for acceptance of the Utility Work upon completion of the final inspection. **City** will have sixty (60) days to respond to **UDOT** with any additional comments regarding the Utility Work. In the event that **UDOT** does not receive a written response within sixty (60) days, **UDOT** will designate the Utility Work accepted by **City**.

21. **MAINTENANCE**

The **City** agrees that, upon completion of Utility Work of **City** facilities to accept, own, and maintain its own facilities. **UDOT** agrees that the **City** shall be the sole owner of the facilities upon completion of the Project unless otherwise agreed to by the parties. To the extent it may lawfully do so, **City** further agrees to relieve **UDOT** from any responsibility or liability that may result from its new facilities or the operation thereof.

22. **ACCESS**

It is understood that access for maintenance and servicing of **City's** property located on the right of way of the Project will be allowed only by permit issued by **UDOT** to the **City**, and that the **City** will obtain the permit and abide by conditions thereof for policing and other controls in conformance with Utah Administrative Code 930-7, Utility Accommodation, a copy of which is available at <http://www.udot.utah.gov/main/uconowner.gf?n=12354903739949949>.

23. **INDEMNIFICATION**

UDOT and the **City** are both governmental entities subject to the Governmental Immunity Act. Each party agrees to indemnify, defend, and save harmless the other from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out of its negligent acts, errors or omissions of its officers, agents, contractors or employees in the



performance of this agreement, and from and against all claims, suits, and costs, including attorneys' fees for injury or damage of any kind. Nothing in this paragraph is intended to create additional rights to third parties or to waive any of the provisions of the Governmental Immunity Act. The obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, provided the Act applies to the action or omission giving rise to the protections in this paragraph. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

24. **MISCELLANEOUS**

- a. Each party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purpose of the Agreement at the request of the other party.
- b. This Agreement in no way creates any type of agency relationship, joint venture, or partnership between **UDOT** and **City**.
- c. The failure of either party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either party to exercise any rights or remedies provided in this Agreement, or by law, will not release either party from any obligations arising under this Agreement.
- d. This Agreement shall be deemed to be made under and shall be governed by the laws of the State of Utah in all respects. Each person signing this Agreement warrants that the person has full legal capacity, power and authority to execute this Agreement for and on behalf of the respective party and to bind such party. This Agreement may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures were made upon the same instrument. This Agreement may be delivered by facsimile or electronic mail.



Project No. S-0154(75)3, Salt Lake County
SR-154 at Redwood Road; Interchange
RIVERTON CITY CORPORATION
Charge ID No. 7176101D PIN 6999

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first above written.

ATTEST:

Riverton City Corporation,
a Political Subdivision of the State of
Utah

Title: _____

Title: _____

Date: _____

Date: _____

(IMPRESS SEAL)
.....

RECOMMENDED FOR APPROVAL:

Utah Department of Transportation

_____ **Title:** *Utility and Railroad Leader*

_____ **Title:** *Region Director*

Date: _____

Date: _____

Approved as to Form

**UDOT Comptroller Office Contract
Administrator**

_____ **Title:** *Assistant Attorney General*

_____ **Title:**

Date: _____

Date: _____

APPROVED AS TO FORM

Riverton City Attorney

EXHIBIT A



Project No. S-0154(75)3, Salt Lake County
SR-154 at Redwood Road; Interchange
RIVERTON CITY
Charge ID No. 7176101D PIN 6999

RIVERTON CITY SUPPLEMENTAL AGREEMENT NO. ____

Supplement to UDOT Finance No. _____

THIS SUPPLEMENTAL AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as "**UDOT**" and **RIVERTON CITY CORPORATION**, a Political Subdivision of the State of Utah, hereinafter referred to as the "**City**",

The parties hereto entered in to a **MASTER AGREEMENT** dated _____, UDOT Finance No. _____. All the terms of said **MASTER AGREEMENT** remain in full force and effect unless otherwise specified herein.

The parties hereto agree as follows:

1. The **City** will perform the following described work in accordance with the terms and conditions of the **MASTER AGREEMENT**.

Location of work:

Description of work to be performed, including proposed location:
(Plan Sheets Attached)

Anticipated duration of work:

Estimated Total Cost of Work:
(Detailed Estimate Attached)

Betterments Included:

TOTAL ESTIMATED COST OF SUPPLEMENTAL AGREEMENT NO. ____ \$ _____

TOTAL ESTIMATED AMOUNT OF UDOT PARTICIPATION IS \$ _____

TOTAL ESTIMATED AMOUNT OF CITY PARTICIPATIONS IS \$ _____

2. The **City** will notify UDOT's Project Representative who is Alana Spendlove, UDOT Project Utility and Railroad Leader, telephone number (801) 887-3462 and email aspendlove@utah.gov. at least forty-eight (48) hours in advance of beginning the work covered herein, or in accordance with the specific terms of the **MASTER AGREEMENT**, as applicable.

EXHIBIT A



Project No. S-0154(75)3, Salt Lake County
SR-154 at Redwood Road; Interchange
RIVERTON CITY
Charge ID No. 7176101D PIN 6999

SUPPLEMENTAL AGREEMENT NO. _____

(Add additional Paragraphs/Special Provisions, if required)

3. Upon full execution of this **SUPPLEMENTAL AGREEMENT** to **UDOT**, the **City** and **UDOT** are authorized to proceed with the work covered herein.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first written above.

DRAFT

EXHIBIT A



Project No. S-0154(75)3, Salt Lake County
SR-154 at Redwood Road; Interchange
RIVERTON CITY
Charge ID No. 7176101D PIN 6999

ATTEST:

RIVERTON CITY CORPORATION, a Political
Subdivision of the State of Utah

By _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

(IMPRESS SEAL)

RECOMMENDED FOR APPROVAL:

**UTAH DEPARTMENT OF
TRANSPORTATION**

Utility and Railroad Coordinator

By _____
Region Director

Date: _____

Date: _____

APPROVED AS TO FORM:

UDOT COMPTROLLER'S OFFICE:

The Utah State Attorney General's
Office has previously approved all
paragraphs in this Agreement as to
form.

Contract Administrator
Date: _____

Draft or Final Date / /



Issue Paper

Item No. 5.4

Presenter/Submitted By:	Trace Robinson, Public Works Director	
Subject: Resolution authorizing the Mayor to execute an Agreement with Byron B. and Lisa W. Barlow for the acquisition of a 16-ft wide Storm Drain Easement (about 8,900 sf) for the 3600 West Pond outlet. Easement located at 12244 South Janice Drive	Meeting Date: January 21, 2014	
	Fiscal Impact: \$17,350	
	Funding Source: 66-60-350	
Background: <p>This easement agreement is for the purchase of a 16-ft wide storm drain easement across the Barlow property. The easement is part of 3600 West Detention Basin Outfall Project to install a storm drain line to connect the 3600 West detention basin to the Utah Lake Distributing Canal.</p> <p>The Barlow Property is just east of the 3600 West pond. This easement is about 560 feet long and runs down the existing driveway near the Barlows north property line from the east line of the 3600 West Pond property eastward to Janice Drive. Care was taken in laying out the proposed pipe and easement to minimize the impacts on the Barlows existing improvements.</p> <p>Staff has met with Mr. Barlow on several occasions and has negotiated this agreement. The agreement includes compensation for the value of the easement as determined by an appraisal report prepared according to the Uniform Standards of Professional Appraisal Practice by an MAI, CRE Appraiser, and compensation in the form of cost to cure for damages or conditions the project will create.</p>		
Recommendation: Approve proposed Resolution No. 14-12.		
Recommended Motion: “I move the City Council approve <u>Resolution No. 14-12</u> - authorizing the Mayor to execute an Agreement with Byron B. and Lisa W. Barlow for the acquisition of a storm drainage easement across a portion of land located at 12244 South Janice Drive.”		

RIVERTON CITY, UTAH
RESOLUTION NO. 14-12

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH BYRON B. AND LISA W. BARLOW FOR THE ACQUISITION OF A STORM DRAINAGE EASEMENT ACROSS A PORTION OF LAND LOCATED AT 12244 SOUTH JANICE DRIVE

WHEREAS, Riverton City has a need to extend a storm drain pipe from the 3600 West detention basin to The Utah Lake Distributing Canal; and

WHEREAS, the acquisition an easement across the Barlow Property will provide a route to connect the existing detention basin outfall structure to Janice Drive; and

WHEREAS, the Barlow's are willing to sell Riverton City an easement; and

WHEREAS, an Easement and Right of Way Agreement ("Agreement") has been prepared for execution by and between Riverton City and Byron B. and Lisa W. Barlow. This Agreement, which is attached hereto, sets forth the rights, duties, and obligations of each of the parties thereto; and

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

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

1. The Agreement is approved in substantially the form attached, and the Mayor is hereby authorized to execute said Agreement for and in behalf of Riverton City, subject to approval of the final form of the Agreement by the City Manager and the City Attorney's Office.
2. The Mayor is hereby authorized to execute any additional documents that may be necessary to complete the transaction approved by this Resolution.
3. The Mayor is hereby authorized to accept the easement to the above described property on behalf of the City and the City Recorder is authorized to record said easement and any appropriate related documents in the Office of the Salt Lake County Recorder.
4. This Resolution shall take effect immediately upon passage.

PASSED AND ADOPTED by the City Council of Riverton, Utah, on this 21st 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

[SEAL]

RIVERTON CITY

ATTEST:

Bill Applegarth, Mayor

**Virginia Loader, MMC
Recorder**

RIVERTON CITY

Easement and Right of Way Agreement

Project Name: 3600 West Pond Outfall	Project No.: ENG- SWU-162-13	v1.4
Parcel: 27-29-401-032		
Property Address: 12244 South Janice Drive	Owner Phone Number: 801-254-2978	
Grantor(s): Byron B. and Lisa W. Barlow	Owner Cell Number: 801-631-0003	

IN CONSIDERATION of the foregoing hereinafter set forth, it is mutually agreed by the parties as follows:

1. Byron B. and Lisa W. Barlow, the Grantors, agree to grant and convey to Riverton City:
 1. A 16-ft wide permanent easement (8,929 sf) for the installation of storm drain pipes. The location of the easement is more or less parallel to the grantors north property line as shown on the accompanying exhibit and more particularly as described in the attached Easement.
2. Riverton City will include Temporary Fencing along the 16-ft wide easement in the bid documents with the contractor. The City will allow the contractor to purchase additional access rights or rent a staging area from the grantors, however the City will not be a party to those arrangements.
3. Riverton City agrees to pay the Grantors:
 1. \$12,400 for the permanent easement.
 2. \$1,700 to replace the gravel driveway.
 3. \$1,000 for a temporary Access Ramp into the house.
 4. \$1,400 conditional for moving the two trailers and cargo container off of the easement
 5. \$200 for reseeding the pasture.
 6. \$650 for temporary storage unit to store supplies for business.As shown on the accompanying Just Compensation and Offer to Purchase.
4. Riverton City is planning to construct a storm drain pipe in the permanent easement. The construction is anticipated for the spring 2014 construction season with a contract length of 90 days. The time frame for completion is centered on the need to make the connection with the canal must before water enters the canal. However this project timeline is dependent on many factors outside of the City's control such as easement acquisition, Canal Company approvals, utility coordination, awarding a contract, and ultimately weather and is therefore subject to change. More information will be available as the project becomes set and the City or the contractor will contact the grantors before construction begins.
5. Riverton City will protect or restore the landscape island along the north side of the driveway, the driveway entry features and the existing fences and gates.
6. Riverton City will restore the driveway and drive approach with: a concrete drive approach, sidewalk to match existing sidewalk width, and a 4-ft concrete pad on the grantors side of the sidewalk. The City will remove and replace the front gate anchors in the driveway with existing materials or new materials of similar configuration and durability. There will be a 4-7 day period when the concrete driveway is curing that the Grantor's access will be restricted. The Gravel Driveway will only be restored with the trench fill material as described below. The City will pay the Grantors a cost to cure of \$1,700 as shown above, for their gravel driveway. After the construction project is completed the grantors will make all the arrangements for their own purchase and placement of gravel.

TSP
15 Jan 14

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BBB
LWB

RIVERTON CITY

Easement and Right of Way Agreement

Grass, pasture, and other vegetative ground cover areas will be re-graded with 4 inches of existing borrow material or imported topsoil as the City project manager determines. The contractor will remove and clean-up remaining gravel, sand, borrow or import material. The City will pay the grantors \$200 as a cost to cure for reseeding the pasture as described above.

7. The storm drain pipe, man hole and trenches will be installed according to Riverton City Standards and Specifications and will be structurally strong enough to withstand vehicle traffic. The trench will be backfilled with imported granular backfill barrow and compacted. Any man holes will be set at or below grade. After installation, and during the 1-year contractor warranty period the City will inspect the Storm Drain line for settling or other defects and correct the problems.
8. Riverton City will pay the Grantors a cost to Cure of \$1,000 for a temporary access ramp into the house to replace the existing access ramp on the north side of the house that will be blocked during construction. If the Grantors choose to not install the ramp but rather make other accommodations during construction they may apply the money to those other accommodations. Before access to the existing ramp is impeded, the City will make a curb cut on Janice drive and place a 4-ft wide concrete path in the parkstrip to accommodate access from the street.
9. The City will pay the grantors to move two trailers and a cargo container off the easement as described above. Grantors agree to move the trailers, container and other stored items off of the easement before construction begins. The City will pay the grantors AFTER the easement is cleared. If the trailers, container and other stored items are not moved when the construction begins then the City will retain the \$1,400 and have the easement cleared. If the City must clear the easement the Grantors give permission for the contractor to move beyond the bounds of the easement to move and place the trailers, container and other stored items, and will hold the City and its contractor harmless for any damage done to the trailers, container or other stored items.
10. Because the Grantors store supplies, equipment and material for a business in the trailers and access to the trailers will be impeded by construction the City will pay the Grantors a cost to cure of \$650 to lease a storage unit. This figure represents an average cost of a 10x25 (or greater) unit in the local area for 4 months time.
11. The City may select a title company to handle the closing of this easement purchase. The City will pay for closing and recording fees for both parties. If the City desires Title insurance, the City will pay for the policy. If partial releases are required from third parties the City will pay for recording fees, release application fees, survey requirements, or appraisals. The grantors understand that in some situations mortgage holders or other third parties with interest in the property may require a portion of the proceeds from the purchase of this easement.
12. Property within the permanent easement will be returned in as good or similar manner as was first entered in by the Contractor as part of the construction project, except as otherwise noted in this agreement.
13. All work done under this agreement shall conform to all applicable building, fire, and sanitary laws, ordinances, specifications and regulations relating to such work, and shall be done in a good and workman like manner.

This agreement is to be returned to: Tim Prestwich, Riverton City, 12830 South 1700 West, Riverton Utah, 84065

TJP
15 Jan 14
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RIVERTON CITY

Easement and Right of Way Agreement

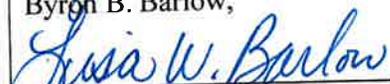
14. This Agreement is a complete agreement and final understanding between the parties. Other prior discussions representations, agreements or other considerations expressed between the parties but not made a part of this Agreement are not binding upon any party to this Agreement. Grantor understands this agreement is an option until approved by Riverton City.

Initial Payment to the Grantors: \$15,950
Conditional Payments to the Grantors \$1,400
Total Possible Payments to the Grantors \$17,350

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above below.

By  15 Jan 14
Tim Prestwich, Acquisition Agent Date

By _____
Approved by Riverton City Date

<u></u> Byron B. Barlow,	<u>1-15-2014</u> Date
<u></u> Lisa W. Barlow,	<u>1-15-2014</u> Date

RIVERTON CITY

Statement of Just Compensation

Project Name: 3600 West Pond Outfall	Project No.: ENG- SWU-162-13	v1.4
Parcel: 27-29-401-032		
Property Address: 12244 South Janice Drive	Owner Phone Number: 801-254-2978	
Grantor(s): Byron B. and Lisa W. Barlow	Owner Cell Number: 801-631-0003	

The following information is the basis for the amount estimated by Riverton City to be Just Compensation:

For the purchase of an easement across a portion of the Barlow parcel located at 12244 South Janice Drive, identified as Parcel # 27-29-401-032. Values based on Summary Appraisal Report prepared by JPC and Associates (J Phillip Cook LLC) with effective date Oct 15, 2013.

The Summary Appraisal Report determined the highest and best use of the land is low density residential such as the property is currently being used.

<i>Item</i>	<i>Price per Unit</i>	<i>Total</i>
16-ft wide easement (0.194 acre)	\$125,000 x %50/ acre	\$12,125
16-ft wide easement in Janice Dr. (0.011 acres)	\$125,000 %40/ acre	\$275
Cost to Cure Gravel Driveway Replacement	Lump Sum	\$1,700
Cost to Cure Temporary Access Ramp into the House	Lump Sum	\$1,000
Cost to Cure Moving Trailers and equipment from the easement	Lump Sum	\$1,400
Cost to Cure Re-seeding the pasture	Lump Sum	\$200
Cost to Cure Storage Unit	Lump Sum	\$650
	Total	\$17,350

Compensation = \$17,350

Riverton City declares that this offer is the amount that has been established as Just Compensation and is in accordance with applicable State laws and requirements. Just Compensation is defined as the fair market value of the property taken, plus damages, if any, to the remaining property, less any benefit that may accrue to said property by reason of the Road Improvement Construction.

DATE: _____

Right-of-Way Acquisition Agent

WHEN RECORDED, MAIL TO:
Riverton City Recorder
12830 South 1700 West
Riverton, Utah 84065

Tax ID No. 27-29-401-032
Project No. SWU-162-13

Easement

Salt Lake County

For valuable consideration, receipt whereof is hereby acknowledged, **Byron B. Barlow and Lisa W. Barlow**, do hereby grant and convey to Riverton City, at 12830 South 1700 West, Riverton, Utah 84065, Grantee, its successors and assigns, a permanent and perpetual easement on, over, across and through a portion of the GRANTOR'S land located approximately at **12244 South Janice Drive** for the purpose of installing and maintaining of public improvements and restoring the grantor's property according to the terms of the Right of Way Agreement between the grantors and Riverton City, and on file with the Riverton City Records office, said easement being more particularly described as follows:

Beginning at a point South 00°07'33" West along the Quarter Section line 338.52 feet and South 89°52'27" East 762.00 feet from the Monument marking the Center of Section 29, Township 3 South, Range 1 West SLB&M and running thence South 89°00'08" East 276.25 feet; thence South 89°30'31" East 281.78 feet to the east line of the grantors property; thence along said east line South 00°07'33" West (South by record) 16.00 feet; thence North 89°30'31" West 281.96 feet; thence North 89°00'08" West 276.08 feet to the west line of the grantors property; thence along said west line North 00°07'33" East (North by record) 16.00 feet to the point of beginning.

Containing 8,929 Sq ft or about 0.20 acre of which approximately 467 sq ft are in the existing Janice Drive Street.

Grantors hereby agree that Riverton City, its officers, employees, agents representatives, contractors and assigns shall have the right of ingress to and egress from the above described property with such equipment as is necessary to install, maintain, operate, repair, inspect, protect, and to remove and replaces said storm drain facilities as may be required from time to time by the grantee.

Grantors shall have the right to use said premises except for the purpose for which this easement is granted provided such use shall not interfere with said storm drain facilities or with the discharge or the conveyance of water through any pipelines installed by the grantee.

Grantor shall not build or construct or permit to be built or constructed any building, or permanent structure over or across said easement or lower the contour thereof greater than 1 foot without the prior written consent of the Riverton City Public Works Director, or the Riverton City Storm Water Manager. This right of way and easement shall be binding upon and inure to the benefit of the heirs, representatives, successors in interest and assigns of the grantors and the successors and assigns of the grantee and may be assigned in whole or in part by the grantee.

Grantees shall have the right to remove trees or shrubs within the easement. The property of Grantor shall be restored in as good of condition as when the same was entered upon by the grantee or its agents.

The Grantee agrees the pipes will be structurally strong enough to facilitate the continued use of the driveway by the grantors.

WITNESSED the hand of said GRANTORS this ____ day of _____, 2013.

State of Utah)

Byron B. Barlow

:SS

County of Salt Lake)

Lisa W. Barlow

On this _____ day of _____, 2013, personally appeared before me **Byron B. Barlow and Lisa W. Barlow**, the signers of the within and foregoing instrument, who duly acknowledged to me that they executed the same.

Notary Public



Issue Paper

Item No. 5.5

Presenter/Submitted By:	Trace Robinson, Public Works Director	
Subject: Resolution authorizing the Mayor to execute an Agreement with Jeffery D. Howell and Shanna W. Howell for the acquisition of a 10-ft wide Storm Drain Easement (about 2,000 sf) for the 3600 West Pond outlet. Easement located at 12213 South Janice Drive	Meeting Date: January 21, 2014	
	Fiscal Impact: \$6,100	
	Funding Source: 66-60-350	
Background: <p>This easement agreement is for the purchase of a 10-ft wide storm drain easement across the Howell property. The easement is required to construct the 3600 West Detention outfall line to the Utah Lake Distributing Canal.</p> <p>The Howell property is located on the east side of Janice Drive where the road dead-ends. The canal is just east of the Howell property. This easement is about 200 feet long and runs down the existing driveway near the Howells north property line from Janice Drive to the canal property. Care was taken in laying out the proposed pipe and easement to minimize the impacts on the Howells existing improvements.</p> <p>Staff has met with the Howells on several occasions and has negotiated this agreement. The agreement includes compensation for the value of the easement as determined by an appraisal report prepared according to the Uniform Standards of Professional Appraisal Practice by an MAI, CRE Appraiser, and compensation in the form of cost to cure for damages or conditions the project will create.</p>		
Recommendation: <p>Approve proposed Resolution No. 14-13.</p>		
Recommended Motion: <p>“I move the City Council approve <u>Resolution No. 14-13</u>, authorizing the Mayor to execute an Agreement with Jeffery D. Howell and Shanna W. Howell for the acquisition of an easement across a portion of land located at 12213 South Janice Drive.”</p>		

RIVERTON CITY, UTAH
RESOLUTION NO. 14-13

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH JEFFERY D. HOWELL AND SHANNA W. HOWELL FOR THE ACQUISITION OF A STORM DRAINAGE EASEMENT ACROSS A PORTION OF LAND LOCATED AT 12213 SOUTH JANICE DRIVE

WHEREAS, Riverton City has a need to extend a storm drain pipe from the 3600 West detention basin to The Utah Lake Distributing Canal; and

WHEREAS, the acquisition a storm drainage easement across the Howell Property will provide a route to connect storm drain pipe from Janice Drive to the Utah Lake Distributing Canal; and

WHEREAS, the Howell's are willing to sell Riverton City an easement; and

WHEREAS, a Storm Drainage Easement Agreement ("Agreement") has been prepared for execution by and between Riverton City and Jeffery D. Howell and Shanna W. Howell. This Agreement, which is attached hereto, sets forth the rights, duties, and obligations of each of the parties thereto; and

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

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

1. The Agreement is approved in substantially the form attached, and the Mayor is hereby authorized to execute said Agreement for and in behalf of Riverton City, subject to approval of the final form of the Agreement by the City Manager and the City Attorney's Office.
2. The Mayor is hereby authorized to execute any additional documents that may be necessary to complete the transaction approved by this Resolution.
3. The Mayor is hereby authorized to accept the easement to the above described property on behalf of the City and the City Recorder is authorized to record said easement and any appropriate related documents in the Office of the Salt Lake County Recorder.
4. This Resolution shall take effect immediately upon passage.

PASSED AND ADOPTED by the City Council of Riverton, Utah, on this 21st 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

[SEAL]

RIVERTON CITY

ATTEST:

Bill Applegarth, Mayor

Virginia Loader, MMC
Recorder

RIVERTON CITY

Easement Agreement

Project Name: 3600 West Pond Outfall	Project No.: ENG- SWU-162-13	v1.3
Parcel: 27-29-426-002		
Property Address: 12213 South Janice Drive	Owner Phone Number: (801) 898-7266	
Grantor(s): Jeffery D. Howell and Shanna W. Howell		

IN CONSIDERATION of the foregoing hereinafter set forth, it is mutually agreed by the parties as follows:

1. Jeffery D. Howell and Shauna W. Howell, agree to grant and convey to Riverton City:
 1. A 10-ft wide permanent easement (1,993 sf) for the installation of storm drain pipes. The location of the easement parallel to the grantors north property line as shown on the accompanying exhibit and more particularly as described in the attached Easement.
 2. A 5-ft Temporary Construction Easement for Riverton City, its contractors, employees, and assigns to enter in and upon the 5-ft south of the south line of the permanent easement. This Temporary Easement is only for the installation of the pipe and the restoration of the grantors property. Temporary Easement begins when the City awards the contract for the pipeline construction and automatically ends 1 year after or May 30th 2015 whichever occurs first.
2. Riverton City agrees to pay the Grantors:
 1. \$3,000 for the permanent easement.
 2. \$200 for the Temporary Easement.As shown on the accompanying Just Compensation.
3. Riverton City is planning to construct a storm drain pipe in the permanent easement. The construction is anticipated for the spring 2014 construction season with a contract length of 90 days. The time frame for completion is centered on the need to make the connection with the canal must before water enters the canal. However this project timeline is dependent on many factors outside of the City's control such as easement acquisition, Canal Company approvals, utility coordination, awarding a contract, and ultimately weather and is therefore subject to change. More information will be available as the project becomes set and the City or the contractor will contact the grantors before construction begins.
4. Grantors will remove personal property from the easement before construction begins. And work with the contractor to keep the horses out of the easement during construction.
5. Riverton City will protect or restore the landscape island along the north side of the driveway, and the curbing on the south side of the TCE, and the existing fences and gates. Low tree branches overhanging the easement may need to be trimmed. Trees and shrubs within the landscape island along the north side of the easement will be protected. If shrubs are removed the City will pay the grantors \$75 per shrub. If a tree is removed the City will pay the grantors \$50 per caliper inch measured at 3-ft above the ground not to exceed \$1,800 per tree and minus any previous compensation paid for damages to the tree. The City will not replace trees or shrubs if compensation is paid to the grantors.

TJP
10 Jan 14

J.D.H.
S.W.
1-14-14

RIVERTON CITY

Easement Agreement

6. Because some of the trees are very close in proximity to the trench, and the City recognizes that damage could be done to the root systems, but it is not determinable the health of the trees prior to construction, or how potential root damage might impact the trees, and it is unknown how to determine if future problems with the trees health can be attributed to the construction therefore the City will pay the Grantors \$2,000 for root damage to the trees (\$400 for the pine south of the driveway near Janice Drive, \$800 for the large Sycamore north of the driveway, \$600 for the medium sized maple or ash tree east of the sycamore and \$200 for the crabapple tree). If a tree or trees show signs of stress or injury, or dies after construction the grantors will have no further claim on the City. If the trees remain healthy the Grantors may keep the money for their time and efforts in caring for the trees. If a tree needs to be removed during construction as described above, the City will deduct the portion of damages attributed to the tree from the compensation to Grantors.
7. Riverton City will restore the driveway and drive approach with: a concrete drive approach, and a 4-ft concrete pad. An additional 116 sf of concrete will be placed behind the drive approach to replace the existing concrete pad on the driveway that will be removed during construction. There will be a 4-7 day period when the concrete driveway is curing that the Grantor's access will be restricted. If the concrete is poured at different times the access restriction could be longer. The City will construct the trenches in the driveway as described in #9 below, and grade the driveway to match the new pad and existing ground. The City will pay the Grantors \$900 as a cost to cure for their gravel driveway. After the construction project is completed the grantors will make all the arrangements for their own purchase and placement of gravel.
8. Grass, pasture, and other vegetative ground cover areas will be re-graded with borrow material or imported topsoil as the City project manager determines. The contractor will remove and clean-up remaining gravel, sand, borrow or import material.
9. The storm drain pipe and trenches will be installed according to Riverton City Standards and Specifications and will be structurally strong enough to withstand vehicle traffic. The trench will be backfilled with imported granular backfill barrow and compacted. After installation, and during the 1-year contractor warranty period the City will inspect the Storm Drain line for settling or other defects and correct the problems.
10. Property within the permanent easement and other areas used by the contractor as part of the temporary construction easement will be returned in as good or similar manner as was first entered in by the Contractor as part of the construction project, except as otherwise noted in this agreement.
11. All work done under this agreement shall conform to all applicable building, fire, and sanitary laws, ordinances, specifications and regulations relating to such work, and shall be done in a good and workman like manner.
12. This Agreement is a complete agreement and final understanding between the parties. Other prior discussions representations, agreements or other considerations expressed between the parties but not made a part of this Agreement are not binding upon any party to this Agreement. Grantor

TJP
10 Jan 14

JWD #
878 1-14-14

RIVERTON CITY

Easement Agreement

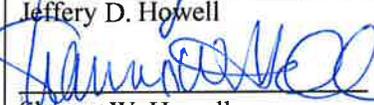
understands this agreement is an option until approved by Riverton City.

Total Payment to the Grantors \$6,100

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first below.

By  10 Jan 14
Tim Prestwich, Acquisition Agent Date

By _____
Approved by Riverton City Date

<u></u> <u>1-14-14</u> Jeffery D. Howell Date
<u></u> <u>1-14-14</u> Shanna W. Howell Date

RIVERTON CITY

Statement of Just Compensation

Project Name: 3600 West Pond Outfall	Project No.: ENG- SWU-162-13	v1.2
Parcel: 27-29-426-002		
Property Address: 12213 South Janice Drive	Owner Phone Number: (801) 898-7266	
Grantor(s): Jeffrey D. Howell and Shanna W. Howell		

The following information is the basis for the amount estimated by Riverton City to be Just Compensation:

For the purchase of an easement across a portion of the Howell parcel located at 12213 South Janice Drive, identified as Parcel # 27-29-426-002. Values based on recent Appraisal Report on similarly situated property.

<i>Item</i>	<i>Price per Unit</i>	<i>Total</i>
10-ft wide easement (1,993sf)	\$3 x %50/ sf Rounded to \$3000	\$3,000
Temporary License to Enter on driveway area during construction (1003sf)	\$3 x %50x 8% /sf Rounded to minimum \$200	\$200
Damages to trees	Lump Sum	\$2,000
Gravel Replacement Cost to Cure	Lump Sum (about 145 lf of gravel driveway)	\$900
Total		\$6,100

Compensation = \$6,100

Riverton City declares that this offer is the amount that has been established as Just Compensation and is in accordance with applicable State laws and requirements. Just Compensation is defined as the fair market value of the property taken, plus damages, if any, to the remaining property, less any benefit that may accrue to said property by reason of the Construction.

DATE: _____

Right-of-Way Acquisition Agent

WHEN RECORDED, MAIL TO:
Riverton City Recorder
12830 South 1700 West
Riverton, Utah 84065

Tax ID No. 27-29-426-002
Project No. SWU-162-13

Easement

Salt Lake County

For valuable consideration, receipt whereof is hereby acknowledged, **Jeffery D. Howell and Shanna W. Howell**, do hereby grant and convey to Riverton City, at 12830 South 1700 West, Riverton, Utah 84065, Grantee, its successors and assigns, a permanent and perpetual easement on, over, across and through a portion of the GRANTOR'S land located approximately at **12213 South Janice Drive** for the purpose of installing and maintaining a storm drain line, said easement being described as:

A portion of lot 412 Riverton Meadows No.4 subdivision located in the Southeast Quarter of Section 29, Township 3 South Range 1 West, Salt Lake Base and Meridian and shown on the Official Plat thereof in Book KK at page 41 in the office of the Salt Lake County Recorder's Office.

Beginning at the Northwest corner of Riverton Meadows No.4 subdivision and running thence South 00°06'35" East along the western line of said lot 412 a distance of 10.00 feet; thence eastward on a line parallel to the north line of lot 412, North 89°53'40" East, 200.17 feet to the eastern line of said lot 412; thence along said eastern line North 09°58'00" West 10.15 feet to the northeast corner of said lot 412; thence along the north line of said Lot 412 South 89°53'40" West 198.43 feet to the point of beginning.

Containing 1,993 square feet or about 0.05 acre.

Grantors hereby agree that Riverton City, its officers, employees, agents representatives, contractors and assigns shall have the right of ingress to and egress from the above described property with such equipment as is necessary to install, maintain, operate, repair, inspect, protect, and to remove and replaces storm drain facilities as may be required from time to time by the grantee.

Grantors shall have the right to use said premises except for the purpose for which this easement is granted provided such use shall not interfere with said storm drain facilities or with the discharge or the conveyance of water through any pipelines installed by the grantee.

Grantor shall not build or construct or permit to be built or constructed any building, or permanent structure over or across said easement or lower the contour thereof greater than 1 foot without the prior written consent of the Riverton City Public Works Director, or the Riverton City Storm Water Manager. This right of way and easement shall be binding upon and inure to the benefit of the heirs, representatives, successors in interest and assigns of the grantors and the successors and assigns of the grantee and may be assigned in whole or in part by the grantee.

Grantee shall have the right to remove new trees or new shrubs that are planted within the easement after the easement is recorded. The property of Grantor shall be restored in as good of condition as when the same was entered upon by the grantee or its agents. The Grantee agrees the pipes will be structurally strong enough to facilitate the continued use of the driveway by the grantors.

WITNESSED the hand of said GRANTORS this _____ day of _____, 2014.

State of Utah)

Jeffery D. Howell

:ss

County of Salt Lake)

Shanna W. Howell

On this _____ day of _____, 2014, personally appeared before me **Jeffery D. Howell and Shanna W. Howell**, the signers of the within and foregoing instrument, who duly acknowledged to me that they executed the same.

Notary Public