



RIVERTON CITY REGULAR CITY COUNCIL MEETING & WORK SESSION AGENDA

March 4, 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 **March 4, 2014**, at Riverton City Hall, located at 12830 South 1700 West, Riverton, Utah.

1. GENERAL BUSINESS

1. Call to Order and Roll Call
2. Pledge of Allegiance
3. Presentations/Reports
 1. Recognition of Boy Scout Troops
 2. Riverton Choice Awards for Excellence in Education – Rose Creek Elementary School
4. Public Comments

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

3. DISCUSSION/ACTION ITEMS

1. Final Site Plan - The Pop Shop, 2936 West 12600 South, C-G Zone, Keri Cannon, Applicant – *Jason Lethbridge, Planning Manager*
2. Final Site Plan - Premium Oil Gas Station and Convenience Store, 12567 South Creek Meadow Road, C-R Zone, Verl Wagstaff, Applicant – *Jason Lethbridge, Planning Manager*
3. Single Phase Subdivision - Manchester Fields, 1863 West 11900 South, R-4-SD Zone, Henry Walker Homes, Applicant – *Jason Lethbridge, Planning Manager*
4. Single Phase Subdivision - Green Haven Subdivision, 11911 South 2160 West, 28 Single-Family Lots, R-3 Zone, Dave Helm, Applicant - *Jason Lethbridge, Planning Manager*

4. CONSENT AGENDA

1. **Minutes:** RCCM/WS 02-18-14, CC/PCWS 02-25-14
2. **Bond Releases:**
 1. Villages at Park Avenue (East) Phase 2 – 90% Performance Release
 2. Kenadi Cove Phase 1 – Performance Release
3. **Resolution No. 14-21** - Authorizing the City to enter into a contract with Glover Landscape to provide landscape maintenance to parks, park strips and water facilities within the City
4. **Resolution No. 14-22** - Authorizing the City to enter into a contract with Intermountain Plantings to provide landscape maintenance to parks, park strips and water facilities within the City
5. **Resolution No. 14-23** – Approving a Statement of Agreement for the use of Jordan School District Facilities as Emergency/Disaster Shelters; and approving Facility Agreements for each of the Following Schools: Riverton Elementary, Rosamond Elementary, Midas Creek Elementary, Rose Creek Elementary, Southland Elementary, Riverton High School, Oquirrh Hills Middle School and South Hills Middle School – *Ryan Carter, City Attorney*

5. STAFF REPORTS

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

6. ELECTED OFFICIAL REPORTS

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

7. UPCOMING MEETINGS

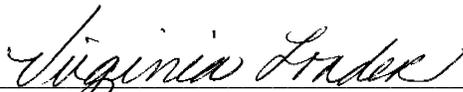
1. March 11, 2014 – Work Session – 6:30 p.m.
2. March 18, 2014 – Regular City Council Meeting/Work Session – 6:30 p.m.
3. March 25, 2014 – Work Session – 6:30 p.m.
4. April 1, 2014 - Regular City Council Meeting/Work Session – 6:30 p.m.
5. April 15, 2014 - Regular City Council Meeting/Work Session – 6:30 p.m.

8. WORK SESSION

1. Discussion of Draft 2014 Strategic Plan
2. Other

9. ADJOURN

Dated this 28th day of February 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 28th day of February 2014

Virginia Loader, MMC
Recorder



Issue Paper

Presenter/Submitted By:	Council Member	
<p>Subject:</p> <p style="text-align: center;">Riverton City Choice Awards for Excellence in Education Rose Creek Elementary School</p>	<p>Meeting Date: March 4, 2014</p>	
	<p>Fiscal Impact: N/A</p>	
	<p>Funding Source: N/A</p>	
<p>Emma Visser - 5th Grade - During Emma's birth, complications arose that incapacitated her right arm. She has fought hard to overcome her limitation both physically and emotionally. She participates in every activity done at school with a cheerful disposition and determination to do her best. Her teacher states that she has never heard her complain about not being able to something. She handles each situation with grace and self confidence. She is an excellent student, kind person, and an example of perseverance and determination.</p> <p>Luke Stack - 6th Grade - All who know Luke respect him. He is very kind and always comes to school with a positive attitude. Recently, a new student entered his class and Luke went out of his way to welcome and befriend him. In fact, he makes friends with everyone, which isn't always the way 6th graders handle relationships. Luke is also a hard worker. His teacher states that he ALWAYS turns his work in on time and he is always prepared with homework and assignments. She also says that his science project was excellent just like everything he does. He does his best and is conscientious. Luke is a kind person and excellent student. We are very proud of him and appreciate how he helps to create a good school culture.</p> <p>Teresa Eldredge - 3rd Grade Teacher -Teresa is an exemplary teacher; she works with a large class of third graders and knows the needs and abilities of each student. As her Principal, I enjoy being in her classroom because students are learning; she creates a pathway during instruction so that all students can be successful. This includes the use of graphic organizers, clear learning targets posted and stated in a child's language accompanied by significant amounts of student participation throughout the lesson; indeed, no student is lost in her classroom.</p> <p>Ms. Eldredge wrote a grant to obtain innovation educational products for student use. It was funded by the Shell Foundation and it has been a pleasure to see students engaged in using these math and reading tools. Additionally, Teresa is respected by staff members as being a person of integrity and strong character. This holds true with the parent community, as well. I often observe her enhance the conversation during professional learning community time with her team. She comes prepared to discuss students, data, and curriculum. Her team respects her direction and their productivity is often linked to her contribution. It is a pleasure to nominate her for the Riverton City Choice Award. She represents her class, team, and school well.</p>		



Issue Paper

Item No. 3.1

Presenter/Submitted By:	Jason Lethbridge, Planning Manager	
Subject: FINAL SITE PLAN, THE POP SHOP, 2936 WEST 12600 SOUTH, C-G ZONE, KERI CANNON, APPLICANT	Meeting Date: March 4, 2014	
	Fiscal Impact: N/A	
	Funding Source: N/A	
Background: <p>Keri Cannon has submitted an application requesting final site plan approval for a drive through beverage and snack business. The business is proposed to be located at 2936 West 12600 South in the Riverton Gardens commercial development. The property is zoned C-G (Commercial Gateway) and Riverton High School sits directly north. To the west property is zoned C-G and is occupied by a dental office. To the east property is zoned C-G and is occupied by a restaurant. To the south on the adjacent side of 12600 South property is zoned R-4 (Residential ¼ acre lots) and C-PO (Commercial Professional Office).</p> <p>The proposed site plan utilizes a building pad that was originally approved for a commercial building similar in size to the dental office to the west. Instead of constructing a building the applicant is proposing to use the pad for a drive through aisle and some landscaping. The building that will house the business is quite small at only 380 square feet.</p>		
Recommendation: <p>On February 13, 2013, the Planning Commission voted to recommend APPROVAL of this application.</p>		
Recommended Motion: <p>“I move the City Council approve The Pop Shop Final Commercial Site Plan, application number PL-13-8013, located at 2936 West 12600 South, with the conditions outlined in the Staff Report.”</p>		

**RIVERTON CITY
MEMORANDUM**

TO: Honorable Mayor and City Council

FROM: Development Review Committee

DATE: March 4, 2014

SUBJECT: FINAL SITE PLAN, THE POP SHOP, 2936 WEST 12600 SOUTH, C-G ZONE,
KERI CANNON, APPLICANT

PL NO.: 13-8013 – THE POP SHOP

On February 13, 2014, the Planning Commission voted to recommend APPROVAL of this Final Site Plan application. Minutes from that meeting are attached below. The Planning Commission recommended the following motion:

I move the City Council APPROVE The Pop Shop final commercial site plan, application number PL-13-8013, located at 2936 West 12600 South, with the following conditions:

1. Storm drainage systems and accommodation comply with Riverton City standards and ordinances, and with the recommendations of the Riverton City Engineering Division.
2. 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.
3. The site and structures comply with any and all applicable Riverton City standards and ordinances, including the International Building and Fire Codes.
4. Two trees installed in the parking landscape end caps at the entrance to the drive through windows, as required by ordinance.
5. All signs obtain the required sign permits prior to installation.

BACKGROUND:

Keri Cannon has submitted an application requesting final site plan approval for a drive through beverage and snack business. The business is proposed to be located at 2936 West 12600 South in the Riverton Gardens commercial development. The property is zoned C-G (Commercial Gateway) and Riverton High School sits directly north. To the west property is zoned C-G and is occupied by a dental office. To the east property is zoned C-G and is occupied by a restaurant. To the south on the adjacent side of 12600 South property is zoned R-4 (Residential ¼ acre lots) and C-PO (Commercial Professional Office).

The proposed site plan utilizes a building pad that was originally approved for a commercial building similar in size to the dental office to the west. Instead of constructing a building the applicant is proposing to use the pad for a drive through aisle and some landscaping. The building that will house the business is quite small at only 380 square feet.

The applicant is proposing that customers will enter the site from 12600 South and enter the drive through aisle at the north east corner. Customers will then drive east, obtain their produce and exit the drive through aisle into the parking lot where they can then exit the property. Staff

has expressed concerns with the applicant regarding the potential of high vehicular stacking as these businesses in other locations are known to be quite popular and receive heavy use. Staff had suggested to the applicant that the building be shifted to the lower left corner of the site to provide additional stacking room in the drive through aisle. However, the building interior was designed according to the current proposed location and the applicant has indicated that the location as shown is preferred. To address possible vehicular stacking problems during busier times, the applicant has stated that parking spaces will be numbered and customers directed to those spaces where the produce will be brought to them, thus lessening stacking in the drive through aisle.

Riverton City is requiring that the remainder of the building pad not utilized as building or drive through be landscaped and irrigated with sod, shrub beds, trees and other landscaping elements. The applicant has submitted a landscape plan illustrating their plans for the site. Staff has only one change that needs to be made. The landscape planters at the entrance of the drive through aisle are required by ordinance to have at least one tree. Condition #4 addresses this.

Staff also anticipates that there will be a substantial need for signs directing customers through the site. All signs are approved with a separate sign permit and condition #5 requires the applicant to obtain all the necessary sign permits prior to installation of the signs on the site.

The applicant has responded favorably to Riverton City architectural requirements in the C-G zone. Even though the structure is only 16 feet by 24 feet the applicant is proposing to finish the upper portion of the exterior walls in stucco with alternative colored band around the building. The lower portion of the exterior wall will be a synthetic stone veneer and will bear resemblance to the dental building to the west. The roof is a pitched metal seam roof that will be painted.

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

POP SHOP FINAL SITE PLAN

Zoning Map



RIVERTON HIGH SCHOOL

2700 WEST

C-G

**SUBJECT
PROPERTY
(C-G)**

C-G

C-G

12600 SOUTH

R-4

C-PO

C-G

C-N

POP SHOP FINAL SITE PLAN

Aerial View



Riverton
High
School

Proposed
Location

12600 SOUTH

2700 WEST

W-12650-S

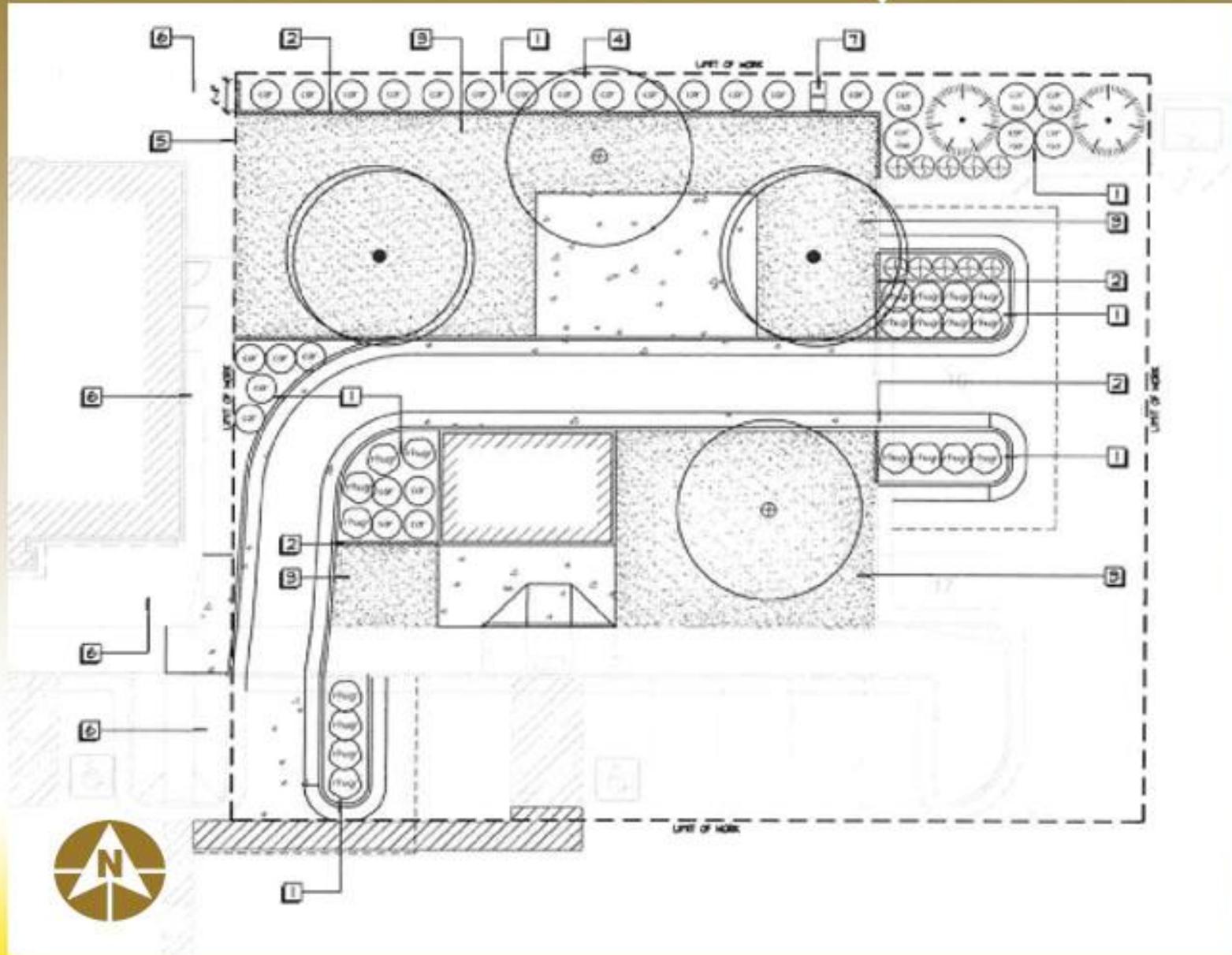
POP SHOP FINAL SITE PLAN

Aerial View



POP SHOP FINAL SITE PLAN

Landscape Plan

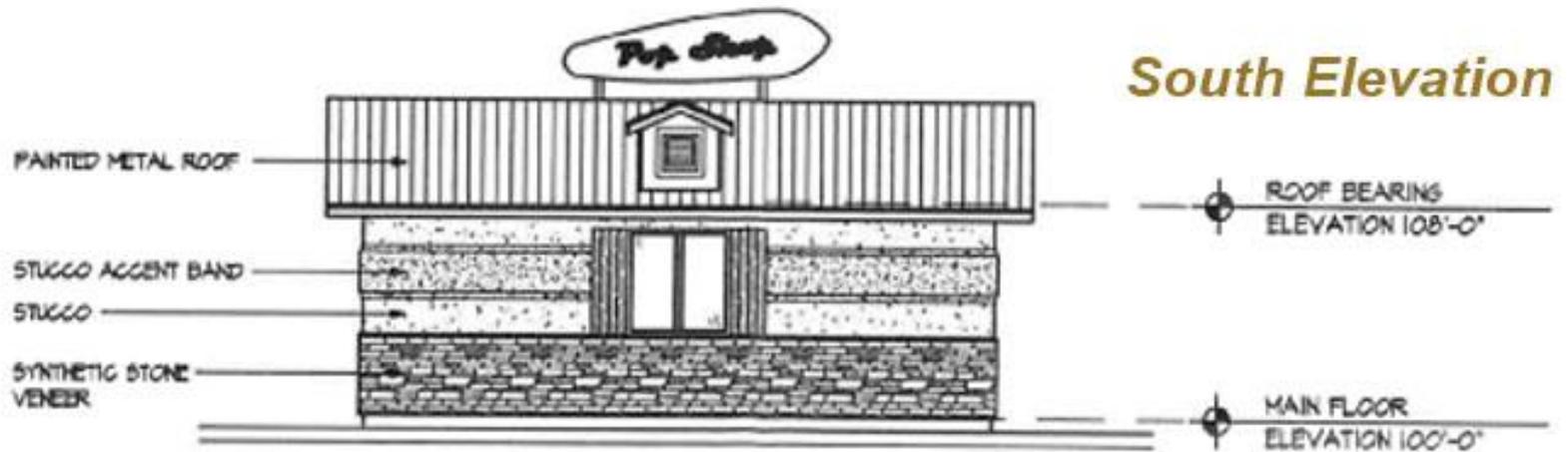
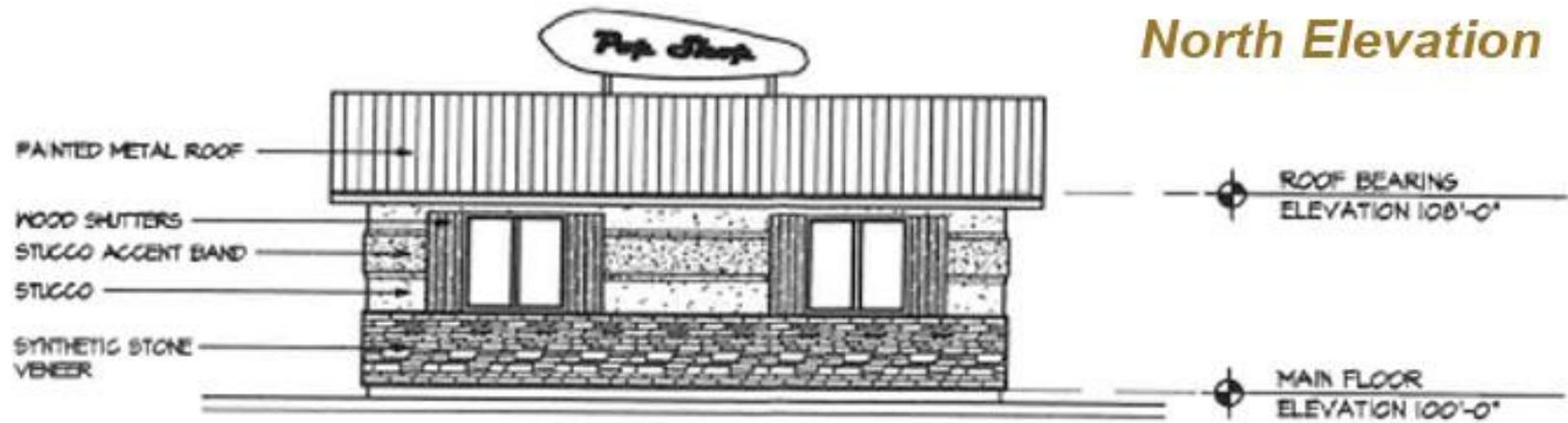




POP SHOP PROPOSED BUILDING

POP SHOP FINAL SITE PLAN

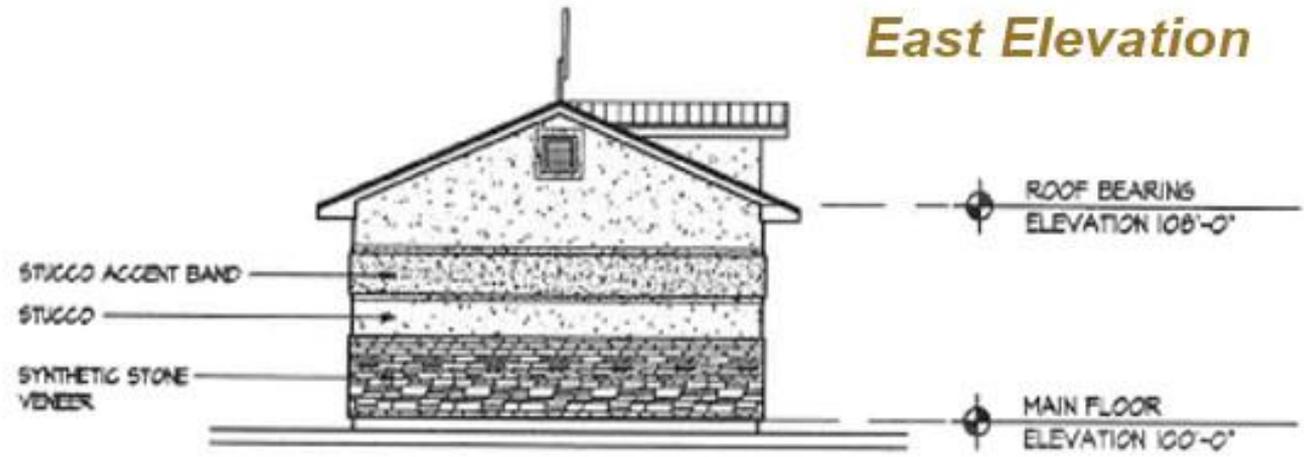
Elevations



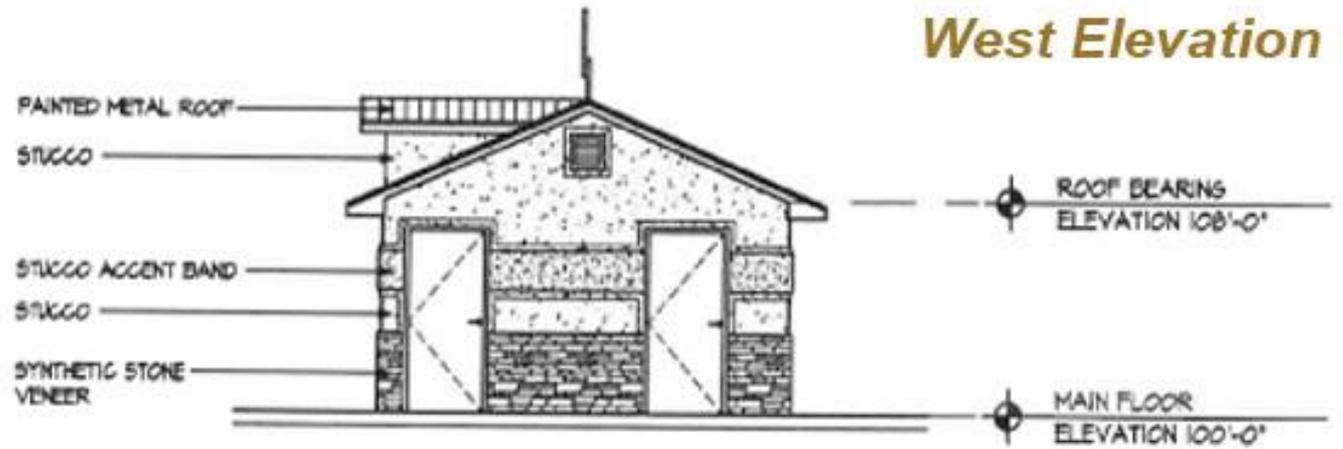
POP SHOP FINAL SITE PLAN

Elevations

East Elevation



West Elevation



- 1 **2. Any and all irrigation ditches associated with the property be addressed, with**
2 **disposition of the irrigation systems approved by Riverton City and the proper**
3 **irrigation company or users.**
- 4
- 5 **3. The subdivision shall comply with any and all applicable Riverton City standards**
6 **and ordinances, including the International Building and Fire Codes.**
- 7
- 8 **4. Six-foot solid masonry fencing shall be installed along the northern boundaries**
9 **where the subdivision is adjacent to properties zoned RR-22.**

10
11 **Commissioner Hansen seconded the motion. Vote on motion: Brian Russell – Aye;**
12 **Dennis Hansen – Aye; Kent Hartley – Aye; Cade Bryant – Aye; James Endrizzi – Aye;**
13 **Scott Kochevar – Aye; James Webb – Aye. The motion passed unanimously.**

14
15 **II. ACTION ITEMS**

16
17 **A. FINAL SITE PLAN, PL-13-8013, THE POP SHOP, 2936 WEST 12600 SOUTH, C-G**
18 **ZONE, KERI CANNON, APPLICANT.**

19
20 Mr. Aagard presented the staff report and explained that the Pop Shop will be a drive-thru
21 beverage and snack business and will be located in the Riverton Gardens Commercial
22 development. The property is zoned Commercial Gateway. Riverton High School is located
23 directly to the north. To the west the property is also zoned C-G and is owned by a dental
24 office. The property to the east is zoned similarly and owned by a restaurant. To the south,
25 on the adjacent side of 12600 South the property is zoned R-4. An aerial photo of the site as
26 displayed.

27
28 The proposed site plan utilizes a building pad that was originally approved for a commercial
29 building similar in size to the dental office located to the west. Instead of constructing a
30 building, the applicant was proposing to use the pad for a drive-thru aisle and some
31 landscaping. The building that will house the business is quite small at approximately 380
32 square feet. The applicant is proposing that customers enter the site from 12600 South and
33 the drive-thru on the northeast corner. Customers will then drive east and exit the drive-thru
34 into the parking lot, where they can exit the property.

35
36 Staff expressed concern with vehicular stacking and stated that businesses in the area often
37 have heavy traffic. Staff suggested to the applicant that the building be shifted to the lower
38 left corner of the site to provide additional stacking in the drive-thru. It was noted that the
39 building interior was designed according to the current building location proposed on the site
40 plan, and the location as shown was preferred by the applicant. To address potential
41 stacking problems, the applicant stated that the parking spaces will be numbered and
42 customers will be directed to those spaces where the product will be brought to them. This
43 will reduce stacking in the drive-thru.

44
45 Riverton City is requiring the remaining portion of the pad be landscaped and irrigated with
46 sod, shrub beds, trees and other landscaping elements. The applicant submitted a
47 landscaping plan illustrating their intent on the site. Staff requested that the landscaping

1 planters at the entrance of the drive-thru aisle have at least one tree planted in them, which
2 was addressed in the staff report. Staff also anticipated there would be a substantial need for
3 signage to direct customers through the site. All signs are approved with a separate permit
4 which was addressed in the staff report.

5
6 The applicant responded favorably to Riverton City's architectural requirements in the C-G
7 zone. Even though the structure is only 16 x 24 feet, the applicant is proposing to finish the
8 upper portion of the exterior walls in stucco, with an alternative color band around the
9 building. The lower portion of the exterior wall will be a synthetic stone veneer, which will
10 resemble the dental building to the west, as well as the restaurant building to the east. The
11 roof is pitched metal seam that will be painted. Staff recommended approval for The Pop
12 Shop final site plan application, with the conditions listed in the staff report.

13
14 Chair Russell asked if there were any issues with cross access agreements. Mr. Aagard
15 indicated that they should all be intact, as it was approved as a master site plan. There
16 weren't any issues with the dental office or the restaurant. Chair Russell asked what the
17 applicant plans to do with the trash generated on the site since a dumpster isn't identified on
18 the site plan. Mr. Aagard responded that that would be a question to raise with the applicant.

19
20 Commissioner Hansen asked if staff had any preliminary numbers on how many cars can be
21 stacked in the area. Mr. Aagard didn't provide a specific number, but noted that a significant
22 amount of stacking can be generated from these types of businesses. He explained that they
23 compared this business to a similar one in St. George, which had quite a bit of stacking in the
24 drive-thru aisle. A question was asked regarding parking, and it was noted that the when the
25 master site plan was approved several years ago, it was approved for very large retail
26 buildings. Attached to it was a requirement of four parking stalls per 1,000 square feet for the
27 large buildings. Staff did not foresee any parking issues for this site, especially since this will
28 be a small structure with traffic that will move through the site.

29
30 Commissioner Kochevar asked if this would be a drive-thru site only. Clarification was
31 provided that there will also be a walk-up window. There were further concerns discussed
32 with potential stacking into the right-of-way. Chair Russell added that there is a shoulder in
33 the area. The Commission further reviewed the aerial map of the property.

34
35 The applicant, Keri Cannon, was present and addressed a question raised regarding trash
36 disposal. She explained that the landlord, Brian Colter, is proposing the addition of another
37 dumpster in the area behind the Mexican restaurant, which is at the very northeast corner of
38 the building. Ms. Cannon explained that they are leasing the property, but developing the
39 site. She also stated that their business plan is modeled after several other similar sites in
40 various cities in Utah. They've planned their stacking based on what these other similar
41 businesses have experienced, and to specifically avoid stacking at 12600 South.

42
43 Commissioner Hansen was less concerned with stacking occurring at 12600 South and more
44 concerned with potential stacking to the curb, which would block access into the Mexican
45 restaurant. There was further discussion regarding access points. Commissioner Hansen
46 asked the applicant to speak to types of signage they plan to use. The applicant responded
47 that they will use signage that is in accordance to City Ordinance and consistent with the

1 area. They want the signage to be clear and intuitive to customers coming into the site.
2 There was further discussion regarding the location of the building on the site.
3

4 **Commissioner Hansen moved that the Planning Commission recommend APPROVAL**
5 **of the Pop Shop final commercial site plan, Application Number PL-13-8013, located at**
6 **2936 West 12600 South, subject to the following conditions:**
7

- 8 **1. Storm drainage systems and accommodation comply with Riverton City**
9 **standards and ordinances, and with the recommendations of the Riverton City**
10 **Engineering Division.**
- 11
- 12 **2. An interim storm drainage and erosion control plan and an access management**
13 **plan be approved by the City prior to any construction or grading on the site.**
14
- 15 **3. The site and structures comply with any and all applicable Riverton City**
16 **standards and ordinances, including the International Building and Fire Codes.**
17
- 18 **4. Two trees installed in the parking landscape end caps at the entrance to the**
19 **drive through windows, as required by ordinance.**
20
- 21 **5. All signs obtain the required sign permits prior to installation.**
22

23 **Commissioner Kochevar seconded the motion. Vote on motion: Brian Russell – Aye;**
24 **Dennis Hansen – Aye; Kent Hartley – Aye; Cade Bryant – Aye; James Endrizzi – Aye;**
25 **Scott Kochevar – Aye; James Webb – Aye. The motion passed unanimously.**
26

27 **B. FINAL SITE PLAN, PL-13-8012, PREMIUM OIL GAS STATION AND CONVENIENCE**
28 **STORE, 12567 SOUTH CREEK MEADOW ROAD, C-R ZONE, VERL WAGSTAFF,**
29 **APPLICANT.**
30

31 Mr. Aagard presented the staff report and stated that the property is zoned Regional
32 Commercial, as are all of the surrounding properties. An aerial view of the property was
33 reviewed. Staff was enthusiastic about having this type of business locate in the area. The
34 Larkin Mortuary is located to the east, which recently completed construction. The future
35 Delton Sports Center will be located to the northeast, which is a bowling alley and family
36 entertainment center. There are other major business located at the south end as well. The
37 applicant was proposing to construct a convenience store, a gas station, car wash building,
38 and retail building. The convenience store and car wash structures will be constructed with
39 the application. The retail building will be constructed at a future date. The buildings to be
40 constructed now are will be on the south end of the property.
41

42 Access into the site is gained from multiple locations. The first access to Creek Meadow
43 Road, which has a full-motion signalized intersection at 12600 South, is a right-in/right-out.
44 There is also a full-motion access point farther north onto Creek Meadow Road, which will
45 allow customers to turn left and get to the intersection where they can utilize the light. There
46 is a connection from the Larkin Mortuary, and there are cross-access easements and
47 agreements in place, which guarantees that the customers of either business can cross the



Issue Paper

Item No. 3.2

Presenter/Submitted By:	Jason Lethbridge, Planning Manager	
Subject: FINAL SITE PLAN, PREMIUM OIL GAS STATION AND CONVENIENCE STORE, 12567 SOUTH CREEK MEADOW ROAD, C-R ZONE, VERL WAGSTAFF, APPLICANT	Meeting Date: March 4, 2014	
	Fiscal Impact: N/A	
	Funding Source: N/A	
Background: <p>Verl Wagstaff has submitted an application requesting final site plan approval for property located in the Spring Creek Commercial Center at 12567 South Creek Meadow Road. The property is zoned C-R as are all of the surrounding properties.</p> <p>The applicant is proposing to construct a convenience store / gasoline station, a car wash and a retail building. The convenience store and car wash structures will be constructed and the retail building will be constructed later.</p> <p>The convenience store, gasoline pump canopy and car wash building will be constructed first along the southern end of the property with the gasoline pumps closer to the intersection and the car wash east of the convenience store. The proposed retail building will be constructed on the north end of the property.</p>		
Recommendation: <p>On February 13, 2013, the Planning Commission voted to recommend APPROVAL of this application.</p>		
Recommended Motion: <p>“I move the City Council approve the Premium Oil final Commercial Site Plan, Application Number PL-13-8012, located at 12567 South Creek Meadow Road, with the conditions outlined in the Staff Report.”</p>		

**RIVERTON CITY
MEMORANDUM**

TO: Honorable Mayor and City Council

FROM: Development Review Committee

DATE: March 4, 2014

SUBJECT: FINAL SITE PLAN, PREMIUM OIL GAS STATION AND CONVENIENCE STORE, 12567 SOUTH CREEK MEADOW ROAD, C-R ZONE, VERL WAGSTAFF, APPLICANT

PL NO.: 13-8012 – Premium Oil Final Site Plan

On February 13, 2014, the Planning Commission voted to recommend APPROVAL of this Final Site Plan application. Minutes from that meeting are included below. The Planning Commission recommended the following motion:

I move the City Council APPROVE the Premium Oil final commercial site plan, application number PL-13-8012, located at 12567 South Creek Meadow Road, with the following conditions:

1. Storm drainage systems and accommodation comply with Riverton City standards and ordinances, and with the recommendations of the Riverton City Engineering Division.
2. 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.
3. The site and structures comply with any and all applicable Riverton City standards and ordinances, including the International Building and Fire Codes.
4. Any and all rooftop equipment shall be screened from view with parapet walls.
5. Retail building architecture shall resemble that of the convenience store and car wash structures.
6. Planter boxes shall contain a minimum of 3' of soil for plantings and shall extend the entire length of the building where parking is adjacent to the building.
7. Gasoline canopy shall have masonry elements installed at the base of each support column and shall be of the same material used on the convenience store building.
8. Dumpster enclosure shall resemble the building in material and appearance.
9. The building pad for the future retail building shall be landscaped with sod and an irrigation system.
10. Roofline variation be added to east facade of the convenience store as well as the car wash.

BACKGROUND:

Verl Wagstaff has submitted an application requesting final site plan approval for property located in the Spring Creek Commercial Center at 12567 South Creek Meadow Road. The property is zoned C-R as are all of the surrounding properties.

The applicant is proposing to construct a convenience store / gasoline station, a car wash and a retail building. The convenience store and car wash structures will be constructed and the retail

building will be constructed later.

The convenience store, gasoline pump canopy and car wash building will be constructed first along the southern end of the property with the gasoline pumps closer to the intersection and the car wash east of the convenience store. The proposed retail building will be constructed on the north end of the property.

Access into the site is gained from Creek Meadow Road which is a full motion signalized intersection at 12600 South. There is proposed to be a limited right in and right out only access closer to the intersection with a full motion access to Creek Meadow farther north. Access into the site is also available through the Larkin Mortuary property to the east. A stub has been constructed by the mortuary for the connection.

Building architecture satisfies the requirements as found in the Commercial Regional zone as well as the Spring Creek Development. The building exterior utilizes three exterior materials. The upper walls feature stucco exterior finish where the lower portions of the exterior walls are brick veneer with stone veneer columns at the corners and elsewhere in the wall. The car wash building bears the same exterior appearances as the convenience store.

Architectural elevations for the gasoline canopy and the future retail building were not submitted. Therefore, staff has added condition #5 which requires the future retail building to be constructed of similar materials and to appear similar to the convenience store building in form and appearance. Condition #7 requires that stone or brick veneer similar to that used on the convenience store be added to the base of the support columns of the gasoline canopy.

The architectural elevations show a raised planter box along a portion of the western façade of the building. However, there is very little other information regarding this planter box such as how wide it is, and what it's intended use will be. Staff has assumed the applicant is proposing such a box to satisfy the 5' of landscaping requirement when parking is adjacent to the building, however, for this to satisfy the ordinance the planter box must extend the entire length of the building and should include a minimum of 3' of soil for plants. Condition #6 addresses this.

Color renderings and a material board have not been submitted.

It is not known when the future retail building will be constructed. Until that occurs staff has added condition #9 requiring that the building pad be temporarily landscaped with sod and an irrigation system to maintain the visual aesthetics of the property.

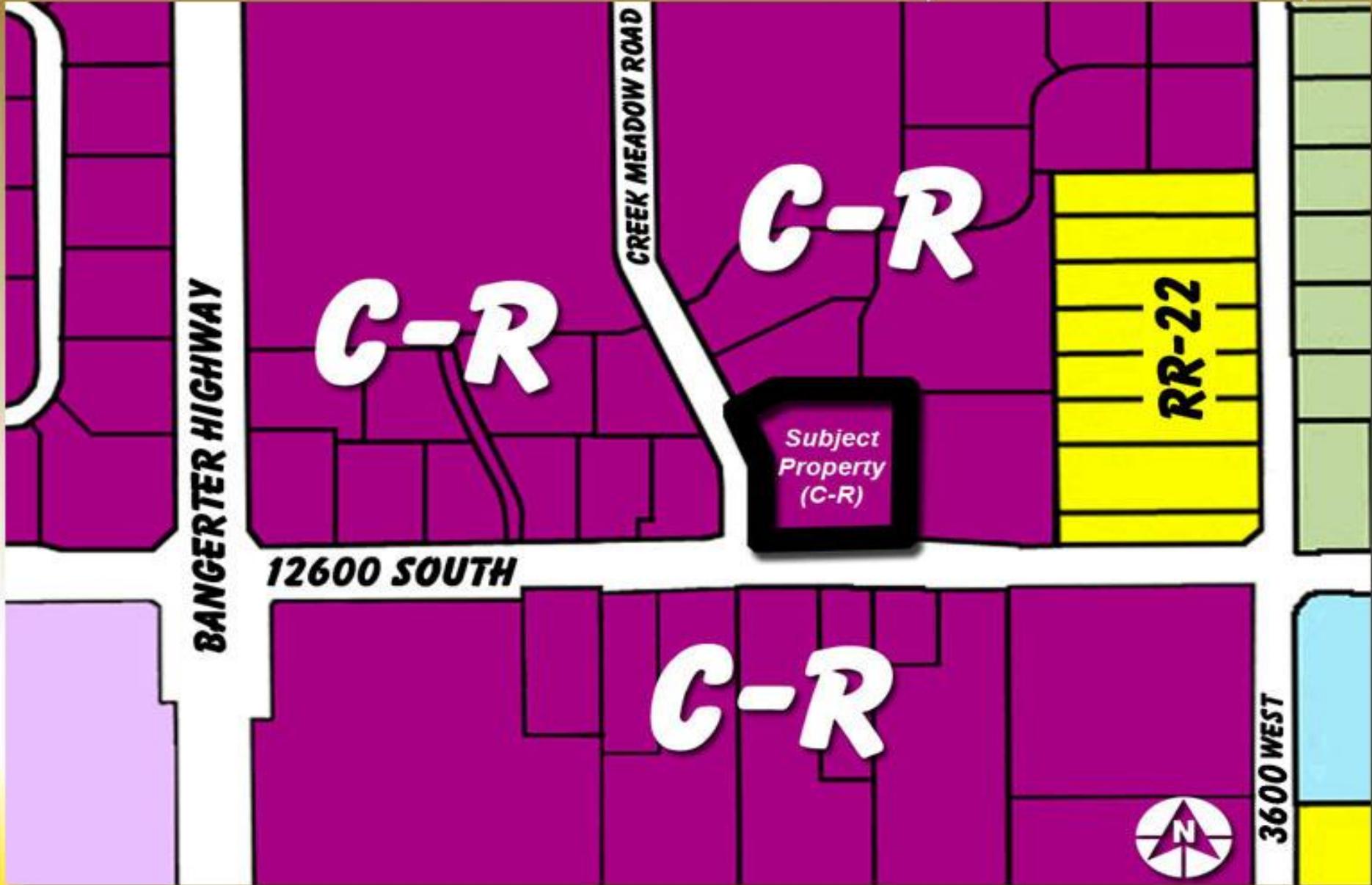
ATTACHMENTS:

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

PREMIUM OIL FINAL SITE PLAN

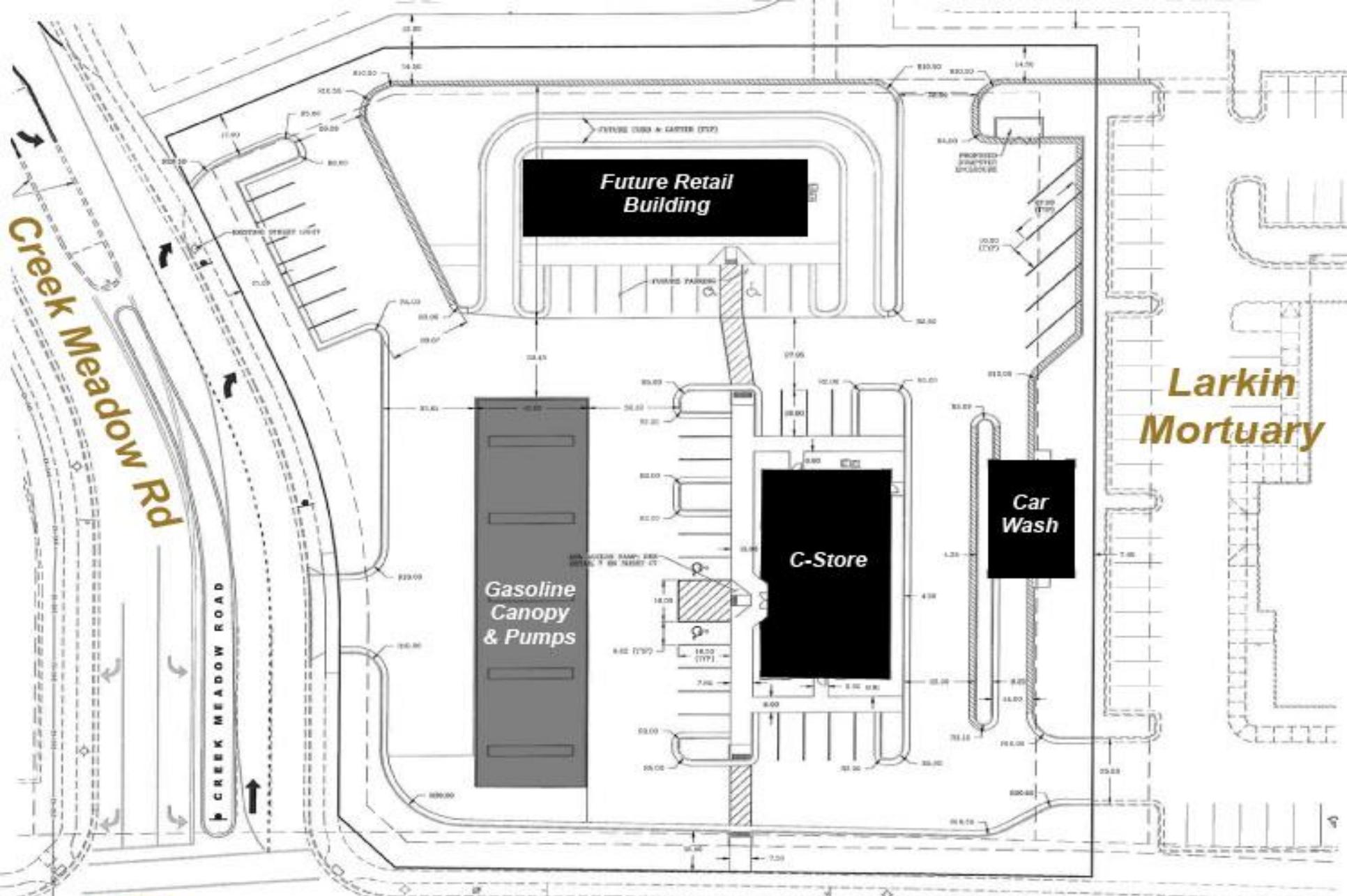
Zoning Map



PREMIUM OIL FINAL SITE PLAN

Aerial View





Creek Meadow Rd

Larkin Mortuary

Future Retail Building

Gasoline Canopy & Pumps

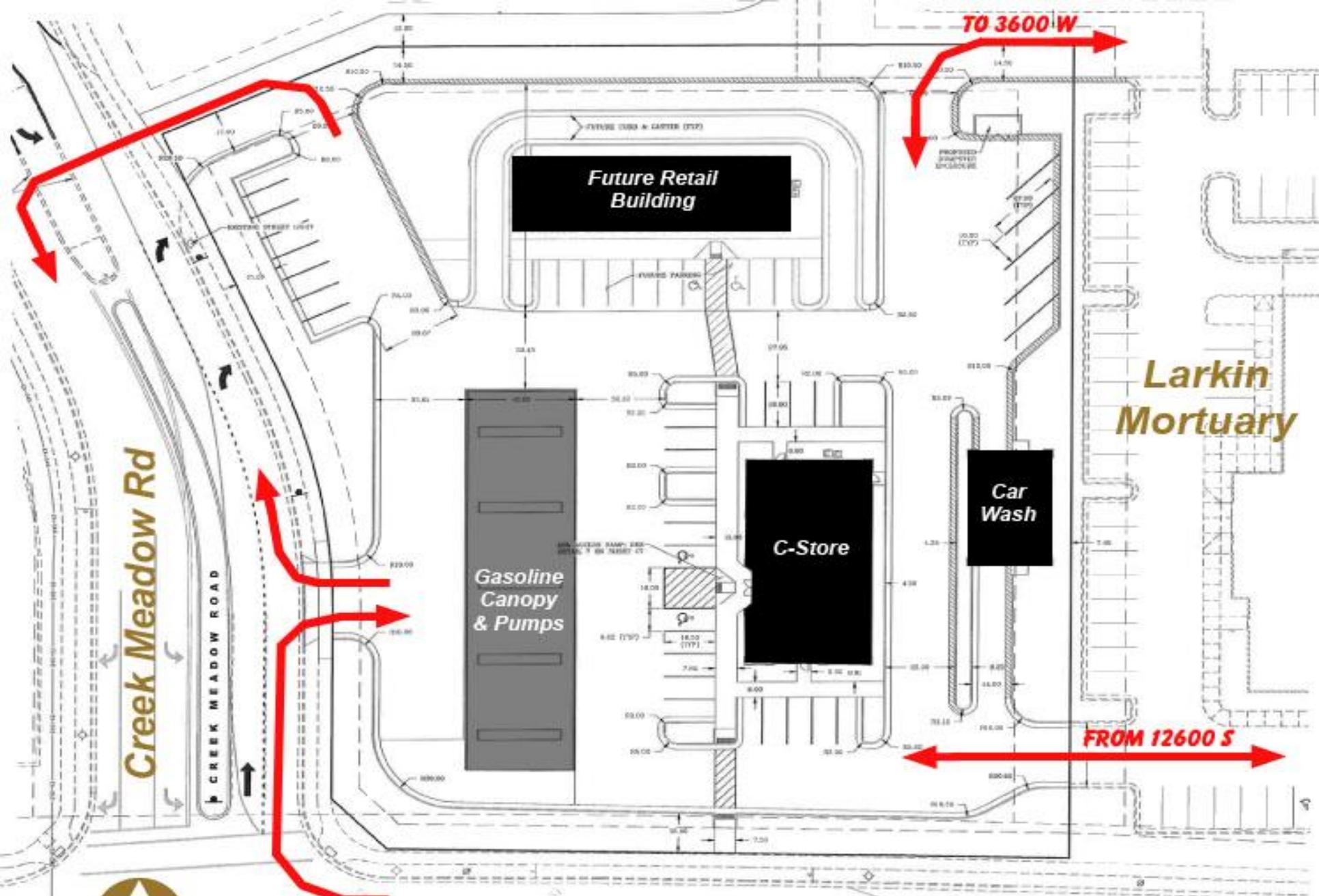
C-Store

Car Wash



12600 South

PREMIUM OIL SITE PLAN



TO 3600 W

Future Retail Building

Larkin Mortuary

Car Wash

C-Store

Gasoline Canopy & Pumps

Creek Meadow Rd

CREEK MEADOW ROAD

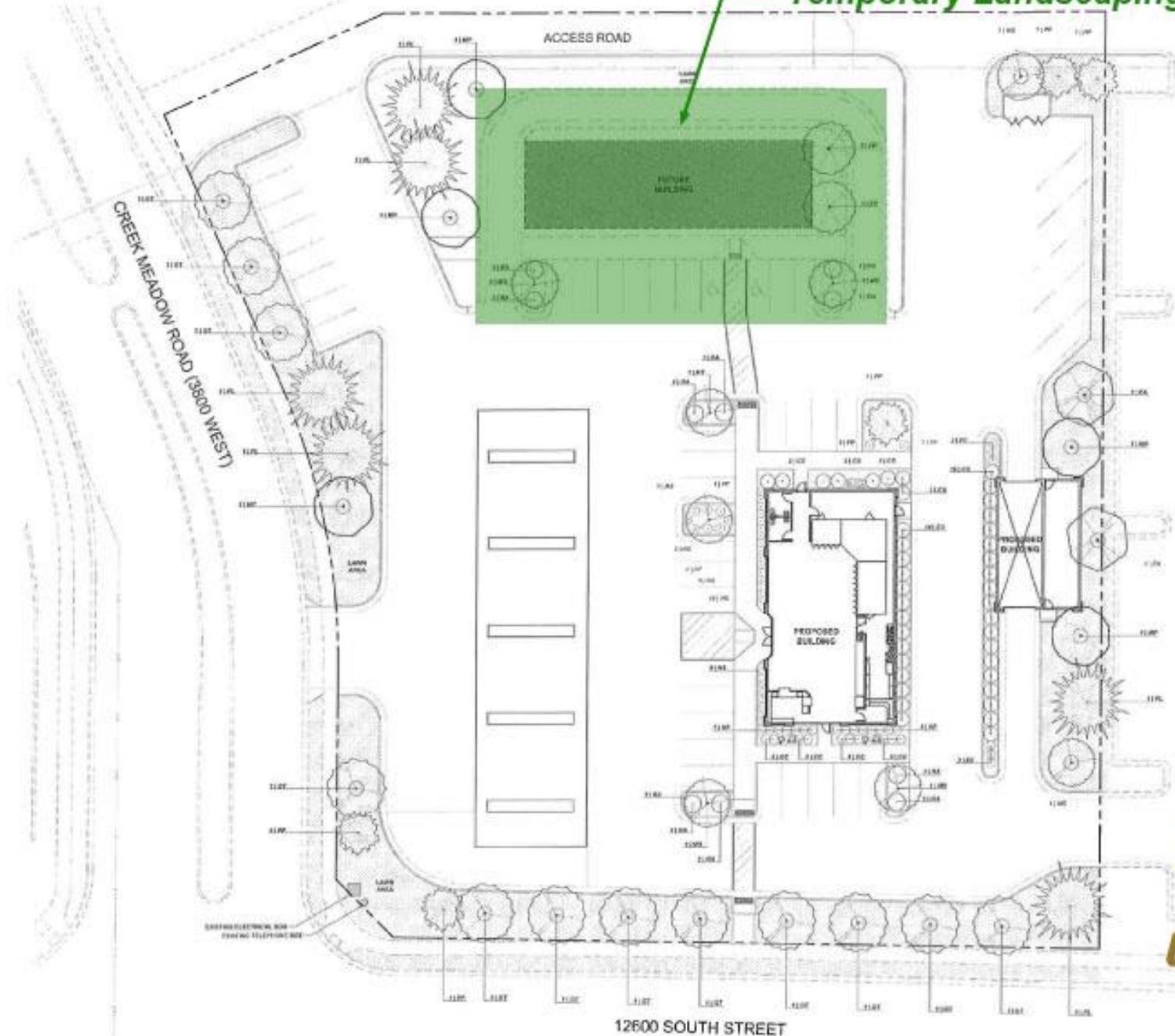
FROM 12600 S

12600 South

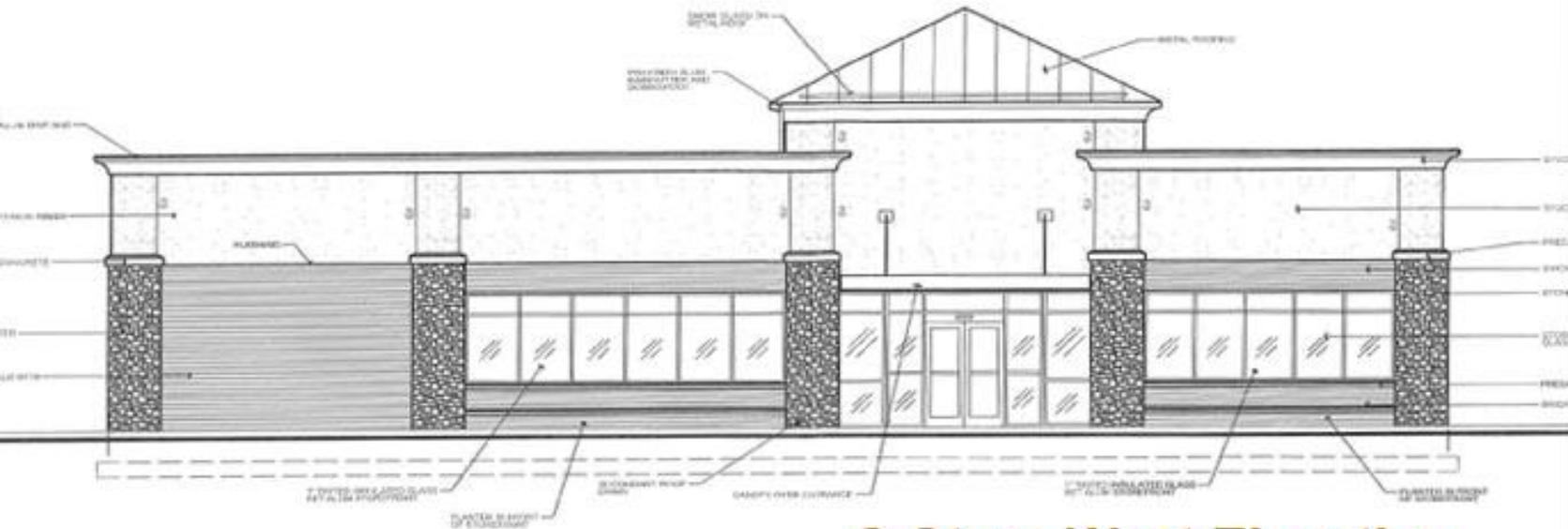


PREMIUM OIL ACCESS PLAN

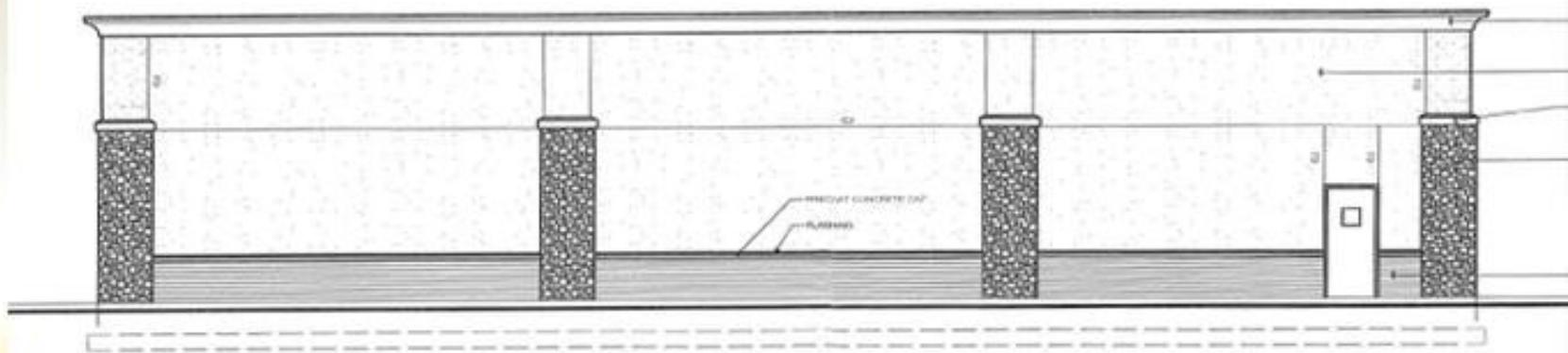
Temporary Landscaping



PREMIUM OIL LANDSCAPE PLAN

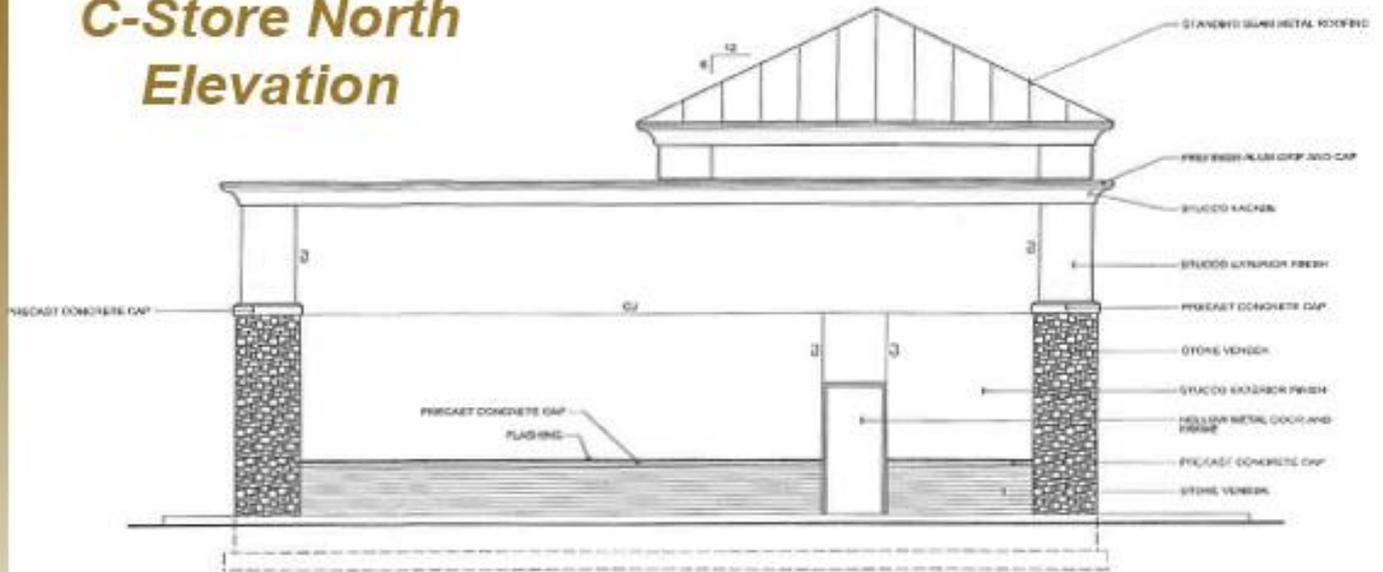


C-Store West Elevation



C-Store East Elevation

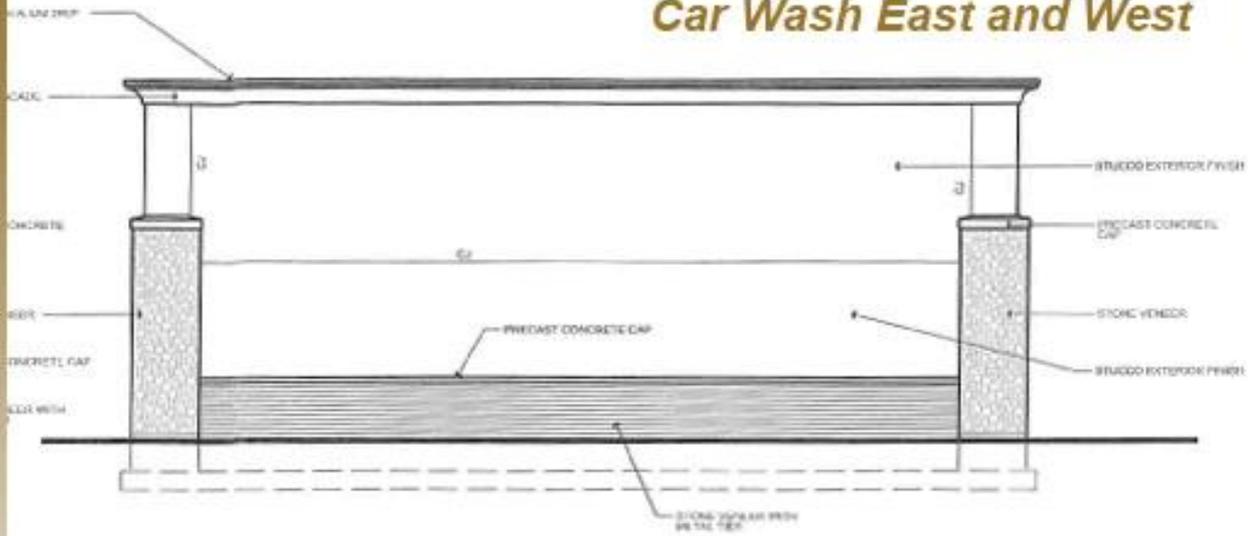
C-Store North Elevation



C-Store East Elevation



Car Wash East and West



Car Wash North and South



1 area. They want the signage to be clear and intuitive to customers coming into the site.
2 There was further discussion regarding the location of the building on the site.
3

4 **Commissioner Hansen moved that the Planning Commission recommend APPROVAL**
5 **of the Pop Shop final commercial site plan, Application Number PL-13-8013, located at**
6 **2936 West 12600 South, subject to the following conditions:**
7

- 8 **1. Storm drainage systems and accommodation comply with Riverton City**
9 **standards and ordinances, and with the recommendations of the Riverton City**
10 **Engineering Division.**
- 11
- 12 **2. An interim storm drainage and erosion control plan and an access management**
13 **plan be approved by the City prior to any construction or grading on the site.**
14
- 15 **3. The site and structures comply with any and all applicable Riverton City**
16 **standards and ordinances, including the International Building and Fire Codes.**
17
- 18 **4. Two trees installed in the parking landscape end caps at the entrance to the**
19 **drive through windows, as required by ordinance.**
20
- 21 **5. All signs obtain the required sign permits prior to installation.**
22

23 **Commissioner Kochevar seconded the motion. Vote on motion: Brian Russell – Aye;**
24 **Dennis Hansen – Aye; Kent Hartley – Aye; Cade Bryant – Aye; James Endrizzi – Aye;**
25 **Scott Kochevar – Aye; James Webb – Aye. The motion passed unanimously.**
26

27 **B. FINAL SITE PLAN, PL-13-8012, PREMIUM OIL GAS STATION AND CONVENIENCE**
28 **STORE, 12567 SOUTH CREEK MEADOW ROAD, C-R ZONE, VERL WAGSTAFF,**
29 **APPLICANT.**
30

31 Mr. Aagard presented the staff report and stated that the property is zoned Regional
32 Commercial, as are all of the surrounding properties. An aerial view of the property was
33 reviewed. Staff was enthusiastic about having this type of business locate in the area. The
34 Larkin Mortuary is located to the east, which recently completed construction. The future
35 Delton Sports Center will be located to the northeast, which is a bowling alley and family
36 entertainment center. There are other major business located at the south end as well. The
37 applicant was proposing to construct a convenience store, a gas station, car wash building,
38 and retail building. The convenience store and car wash structures will be constructed with
39 the application. The retail building will be constructed at a future date. The buildings to be
40 constructed now are will be on the south end of the property.
41

42 Access into the site is gained from multiple locations. The first access to Creek Meadow
43 Road, which has a full-motion signalized intersection at 12600 South, is a right-in/right-out.
44 There is also a full-motion access point farther north onto Creek Meadow Road, which will
45 allow customers to turn left and get to the intersection where they can utilize the light. There
46 is a connection from the Larkin Mortuary, and there are cross-access easements and
47 agreements in place, which guarantees that the customers of either business can cross the

1 properties and access the development as they desire. There is also a connection on the
2 northeast corner that will run alongside the Delton Sports Center, and provide access to 3600
3 West.
4

5 The building architecture satisfies the requirements found in the Regional Commercial zone,
6 as well as what is found in the Spring Creek development. The building exterior utilizes three
7 types of materials. The upper walls feature stucco exterior finish and the lower portion will be
8 brick veneer with stone veneer columns on the corners. This will help break up large
9 expanses of stucco. The building elevations were reviewed. Architectural elevations for the
10 gasoline canopy and the future retail building on the north were not provided. As a result,
11 staff added a condition requiring the future retail building to be constructed with similar
12 materials and to have a similar appearance to the convenience store building.
13

14 Mr. Aagard pointed out that at the base of the convenience store building, there is indication
15 of a planter box installed there. Staff assumed that the applicant was proposing such a box
16 to satisfy the five feet of landscaping required when parking is immediately adjacent to the
17 building. However, for this to satisfy the ordinance, the planter box must extend the entire
18 length of the building, and there must be a minimum of at least three feet width of soil for
19 plant material to be installed. It was not known when the future retail building will be
20 constructed, therefore, a condition was added that the site be temporarily landscaped with
21 sod and an irrigation system to maintain the visual aesthetics of the property. Staff
22 recommended approval with the conditions listed in the staff report.
23

24 Chair Russell pointed out that City Ordinance requires rooflines or parapet lines to be
25 interrupted every 30 feet. He noted that the east elevation is one continuous parapet line.
26 He suggested that the center section be raised to break up that roofline.
27

28 **Commissioner Hansen moved that the Planning Commission recommend APPROVAL**
29 **of the Premium Oil final commercial site plan, Application Number PL-13-8012, located**
30 **at 12567 South Creek Meadow Road, with the following conditions:**
31

- 32 **1. Storm drainage systems and accommodation comply with Riverton City**
33 **standards and ordinances, and with the recommendations of the Riverton City**
34 **Engineering Division.**
- 35 **2. An interim storm drainage and erosion control plan and an access management**
36 **plan be approved by the City prior to any construction or grading on the site.**
37
- 38 **3. The site and structures comply with any and all applicable Riverton City**
39 **standards and ordinances, including the International Building and Fire Codes.**
40
- 41 **4. Any and all rooftop equipment shall be screened from view with parapet walls.**
42
- 43 **5. Retail building architecture shall resemble that of the convenience store and car**
44 **wash structures.**
45
46

- 1 **6. Planter boxes shall contain a minimum of three feet of soil for plantings and**
2 **shall extend the entire length of the building where parking is adjacent to the**
3 **building.**
- 4
- 5 **7. Gasoline canopy shall have masonry elements installed at the base of each**
6 **support column and shall be of the same material used on the convenience**
7 **store building.**
- 8
- 9 **8. Dumpster enclosure shall resemble the building in material and appearance.**
- 10
- 11 **9. The building pad for the future retail building shall be landscaped with sod and**
12 **an irrigation system.**
- 13
- 14 **10. Roofline variation be added to east facade of the convenience store as well as**
15 **the car wash.**
- 16

17 **Commissioner Hartley seconded the motion. Vote on motion: Brian Russell – Aye;**
18 **Dennis Hansen – Aye; Kent Hartley – Aye; Cade Bryant – Aye; James Endrizzi – Aye;**
19 **Scott Kochevar – Aye; James Webb – Aye. The motion passed unanimously.**

20

21 **III. MINUTES**

- 22
- 23 **A. JANUARY 9, 2014**
- 24 **B. JANUARY 23, 2014**
- 25

26 It was added to the record that prior to the public hearing, the following Commissioners were
27 sworn in: James Endrizzi, James Webb, Dennis Hansen, Kent Hartley and Brian Russell.

28

29 **Commissioner Hansen moved to approve the minutes of January 9, 2014, as**
30 **presented, correcting any spelling or grammatical errors. Commissioner Hartley**
31 **seconded the motion. Vote on motion: Brian Russell – Aye; Dennis Hansen – Aye;**
32 **Kent Hartley – Aye; Cade Bryant – Aye; James Endrizzi – Aye; Scott Kochevar – Aye;**
33 **James Webb – Aye. The motion passed unanimously.**

34

35 **Commissioner Hartley moved to approve the minutes of January 23, 2014, as**
36 **presented. Commissioner Kochevar seconded the motion. Vote on motion: Brian**
37 **Russell – Aye; Dennis Hansen – Aye; Kent Hartley – Aye; Cade Bryant – Aye; James**
38 **Endrizzi – Aye; Scott Kochevar – Aye; James Webb – Aye. The motion passed**
39 **unanimously.**

40

41 **IV. ADJOURNMENT**

42

43 The meeting adjourned at approximately 7:21 p.m.



Issue Paper

Item No. 3.3

Presenter/Submitted By:	Jason Lethbridge, Planning Manager	
Subject: SINGLE PHASE SUBDIVISION, MANCHESTER FIELDS, 1863 WEST 11900 SOUTH, R-4-SD ZONE, HENRY WALKER HOMES, APPLICANT	Meeting Date: March 4, 2014	
	Fiscal Impact: N/A	
	Funding Source: N/A	
Background: Henry Walker Homes has submitted an application to subdivide property located at 1863 West 11900 South. The property is currently zoned R-4 (Residential ¼ acre lots) and is vacant land. Properties to the north are zoned R-3 (Residential 14,000 square foot lots) and RR-22 (Rural Residential ½ acre lots). Property to the west is zoned R-3 and is currently vacant ground. Property south of the subject property is zoned R-3 and R-4 with the R-3 portion being utilized as a church meeting house. East of the subject parcel property is zoned R-4 and R-3. The applicant is proposing to subdivide property totaling approximately 6 acres into 17 single-family lots along with the accommodating roads and infrastructure to serve the new subdivision. Currently, there is an existing residential structure and accessory buildings on the easternmost portion of the development that will be razed in favor of newer development.		
Recommendation: On January 9, 2014, the Planning Commission voted to recommend APPROVAL of this application.		
Recommended Motion: “I move the City Council approve Application #13-1009, Manchester Fields Subdivision, located at approximately 1863 West 11900 South, with the conditions outlined in the Staff Report.”		

**RIVERTON CITY
MEMORANDUM**

TO: Honorable Mayor and City Council

FROM: Development Review Committee

DATE: March 4, 2014

SUBJECT: SINGLE PHASE SUBDIVISION, MANCHESTER FIELDS, 1863 WEST 11900 SOUTH, R-4-SD ZONE, HENRY WALKER HOMES, APPLICANT.

PL NO.: 13-1009– Manchester Fields Subdivision

On January 9, 2014, the Planning Commission voted to recommend APPROVAL of this Single Phase Subdivision application. Minutes from that meeting are included below. The Planning Commission recommended the following motion:

I move the City Council APPROVE application #13-1009, Manchester Fields Subdivision, located at approximately 1863 West 11900 South with the following conditions:

1. Storm drainage systems and installation shall comply with Engineering Department requirements and standards.
2. Any and all irrigation ditches associated with the property be addressed, with disposition of the irrigation systems approved by Riverton City and the proper irrigation company or users.
3. The subdivision comply with any and all applicable Riverton City standards and ordinances, including the International Building and Fire Codes.
4. 6' solid masonry fencing installed along the northern boundary of lots 101, 102 and 107 where adjacent to property zoned RR-22.
5. A revised landscaping and irrigation plan for the park strip landscaping along the northern edge of the proposed 11930 South where adjacent to the Flanders property be submitted to Riverton City Planning for review and approval.
6. Relocation or release of the 20' sewer easement extending through lots 101, 102 and 103 and a revised subdivision Plat submitted to Riverton City.

BACKGROUND:

Henry Walker Homes has submitted an application to subdivide property located at 1863 West 11900 South. The property is currently zoned R-4 (Residential ¼ acre lots) and is vacant land. Properties to the north are zoned R-3 (Residential 14,000 square foot lots) and RR-22 (Rural Residential ½ acre lots). Property to the west is zoned R-3 and is currently vacant ground. Property south of the subject property is zoned R-3 and R-4 with the R-3 portion being utilized as a church meeting house. East of the subject parcel property is zoned R-4 and R-3.

The applicant is proposing to subdivide property totaling approximately 6 acres into 17 single-family lots along with the accommodating roads and infrastructure to serve the new subdivision. Currently, there is an existing residential structure and accessory buildings on the easternmost portion of the development that will be razed in favor of newer development.

The subdivision will be laid out in a fairly straight forward manner with lots running east to west along the north and south sides of the property and a new public right-of-way running east to west along the center. The new road right-of-way will include typical sidewalk and park strip.

There are three points of connectivity that will provide access to the new subdivision. On the north side of

the proposed development there is an existing stub street at 1900 West that will provide access from the subdivision to 11800 South. At the south west corner a connection is proposed at 1940 West where a stub exists adjacent to the church property providing access to 11970 West. The third and future access will be at the eastern end of the development where the road will be stubbed. As property to the east develops Riverton City will require that the road is connected at this point and extended to the existing stub in the Kenadi Cove Subdivision and thus providing access to Redwood Road. Riverton City does have an existing application proposing to subdivide the property that would provide access to Redwood Road.

Lots 104 through 107 will have numerous easements encumbering the northern portion of the parcels. These easements are sewer and drainage easements and will not prevent the construction of a home on the parcels but may impact the location of accessory structures. Lots 102 and 103 have a 20 foot wide sewer easement shown in a location on the lot that will make construction of a residential structure very difficult. Therefore staff has attached a condition requiring that the easement be located to the northern edge of the lots or, if possible, to have the easement abandoned and removed from the plat. Condition #6 addresses this.

There is a portion of the right-of-way that will include park strip that is not adjacent to a residential property and will require maintenance. The applicant has submitted a landscape and irrigation plan that will be reviewed and approved by Riverton City. After a certain warranty period has expired Riverton City will take over maintenance of this park strip. Condition #5 addresses this.

The applicant was required as a condition of the original zoning approval to install full perimeter fencing. With the existing fencing on the LDS Church meetinghouse property to the south, and the proposed roadway to the east, this requirement applies mainly to the north and west property lines, which will be fenced.

ATTACHMENTS:

The following items are attached:

1. Copies of the vicinity, zoning, and aerial maps identifying the property.
2. A copy of the proposed subdivision plat.

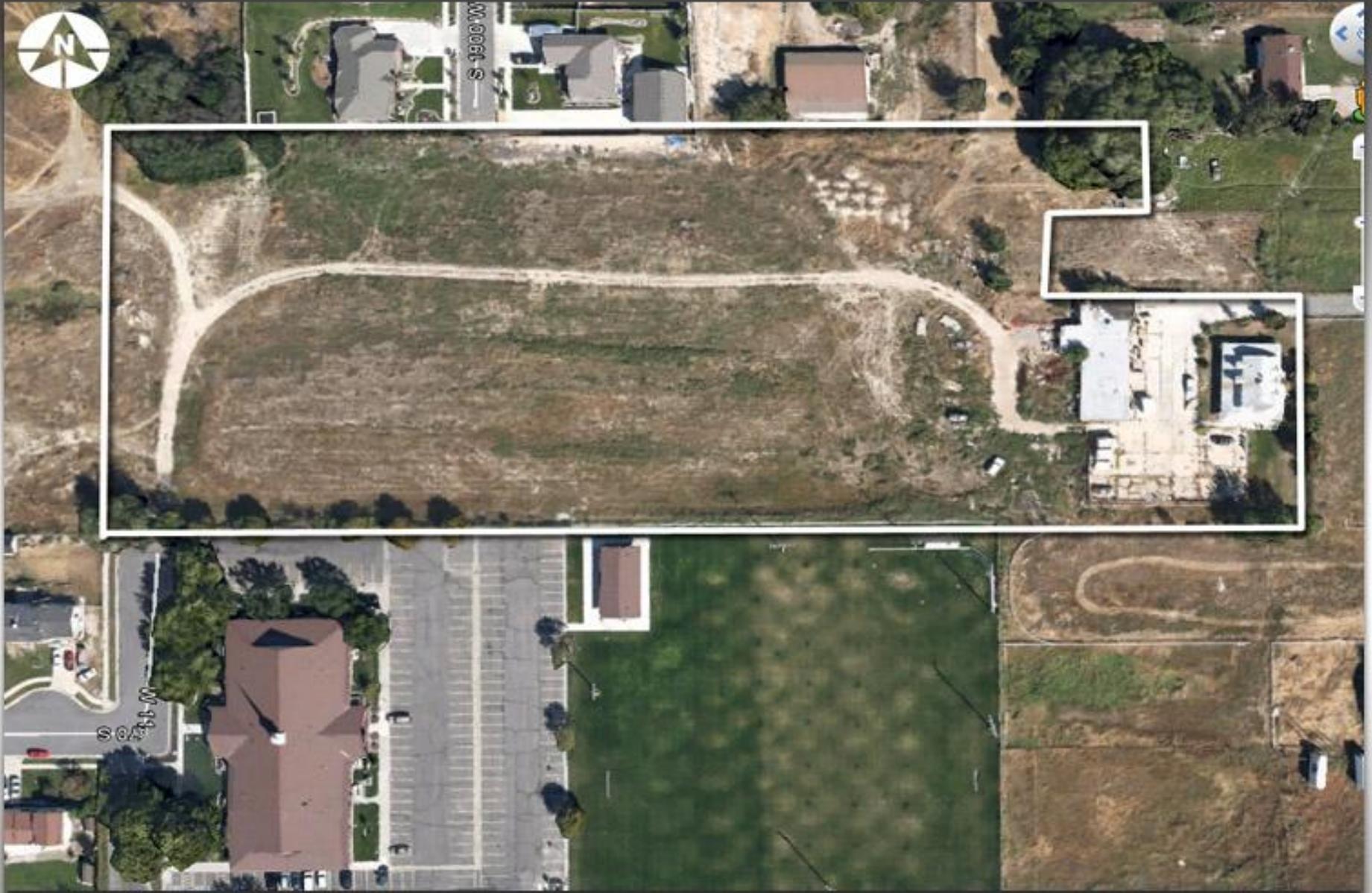
MANCHESTER FIELDS SUBDIVISION

Aerial View



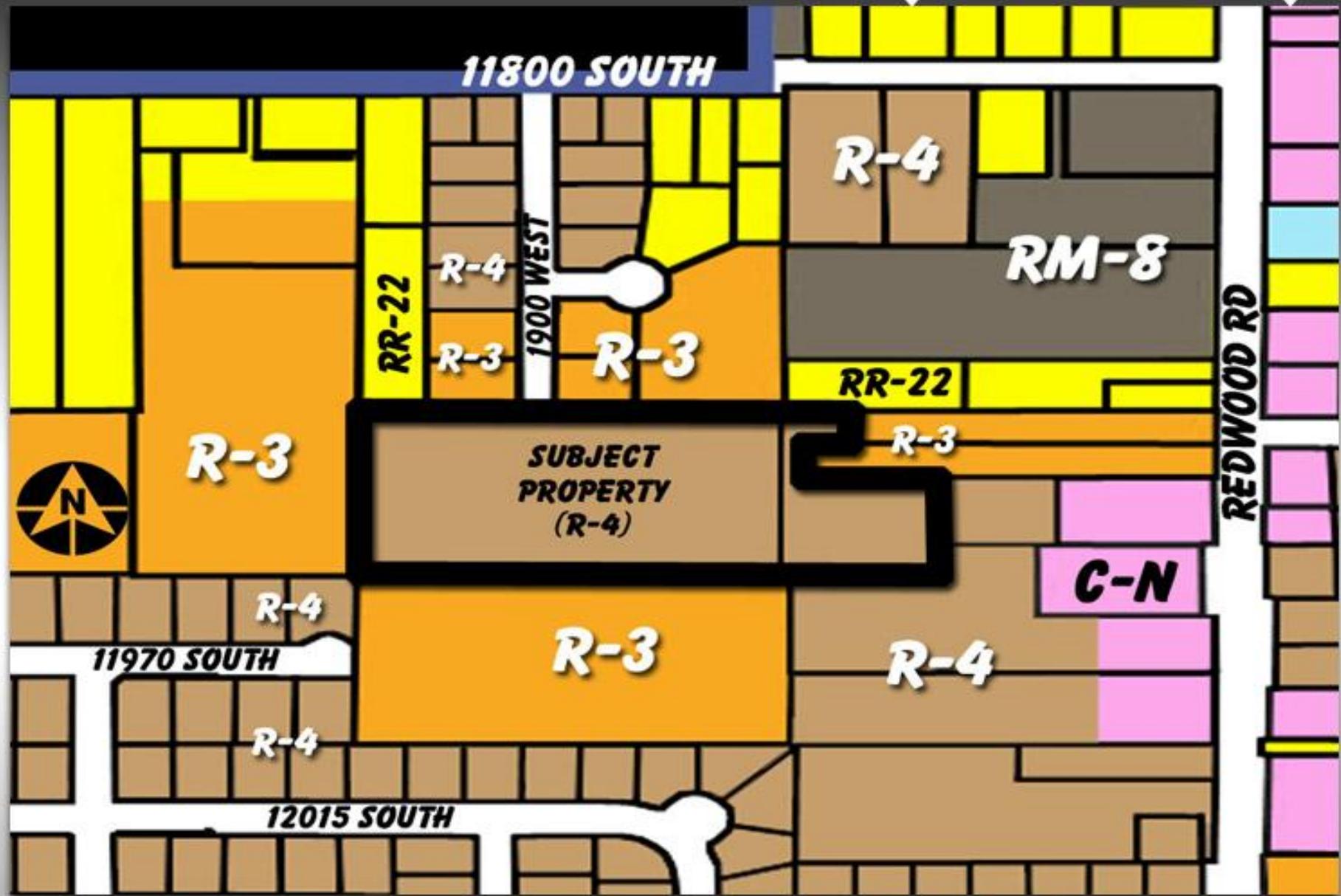
MANCHESTER FIELDS SUBDIVISION

Aerial View



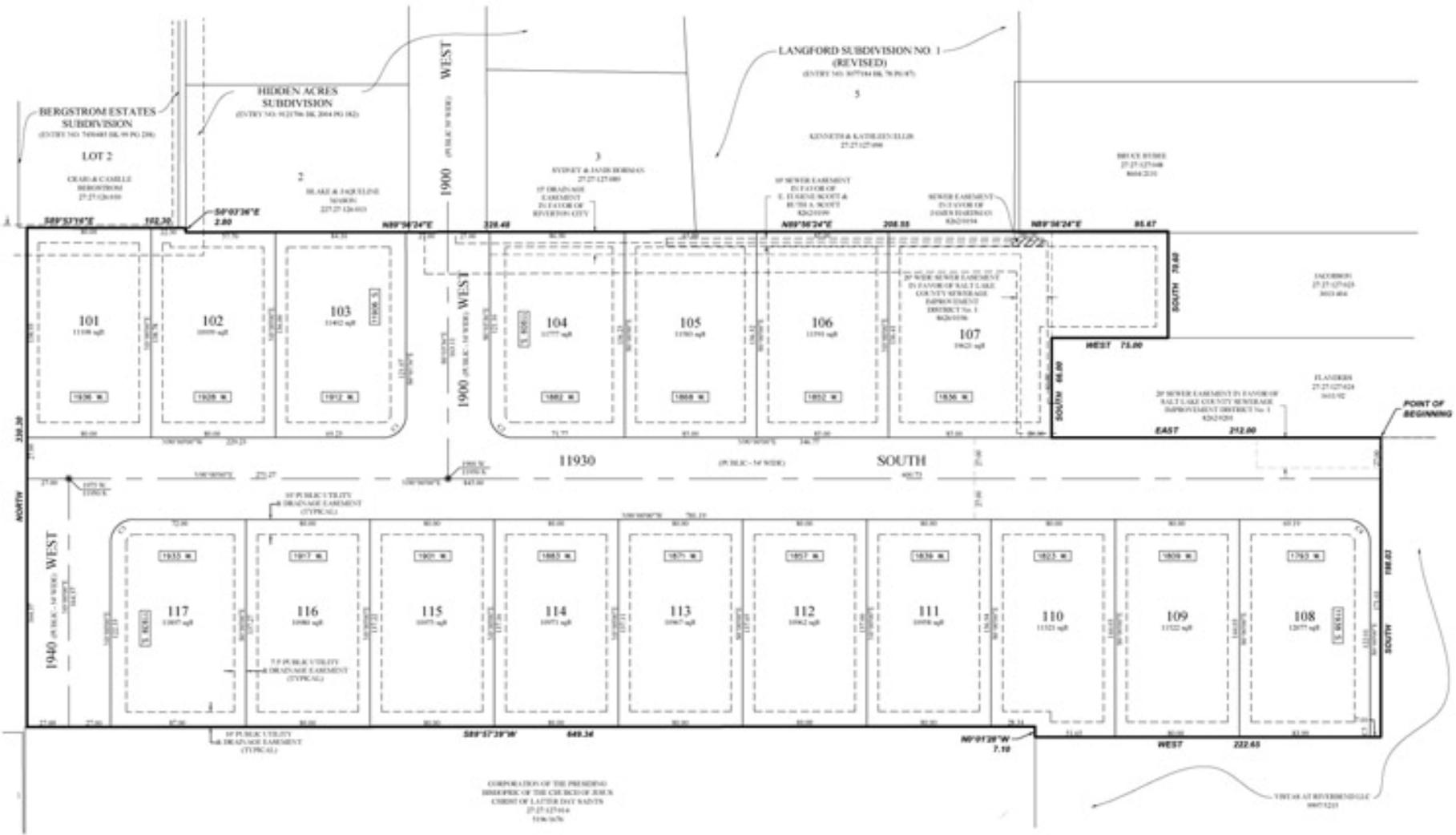
MANCHESTER FIELDS SUBDIVISION

Zoning Map



MANCHESTER FIELDS SUBDIVISION

Subdivision



MANCHESTER FIELDS SUBDIVISION

Aerial View





Rainy Brook Ct

S-1900-W

W-11860 S

W-11970 S

2000-W

W-118

1
2 **Commissioner Kochevar seconded the motion. Vote on motion: Brian Russell – Aye;**
3 **Dennis Hansen – Aye; Kent Hartley – Aye; Scott Kochevar – Aye. The motion passed**
4 **unanimously.**

5
6 **B. 13-1009, SINGLE PHASE SUBDIVISION, MANCHESTER FIELDS, 1863 WEST**
7 **11900 SOUTH, R-4-SD ZONE, HENRY WALKER HOMES, APPLICANT.**

8
9 Mr. Aagard presented the staff report and stated that the subject property is currently vacant,
10 with the exception of an existing residential structure located on the far eastern side of the
11 property. The bordering properties were described. The properties to the north are zoned R-
12 3 and RR-22, and the properties to the west are zoned R-3 and are currently vacant. The
13 properties to the south are zoned R-3 and R-4, with a portion of the R-3 zone being used for
14 a church meetinghouse. The properties to the east are zoned R-3 and R-4.

15
16 The applicant was proposing to subdivide a parcel consisting of approximately six acres into
17 17 single-family lots, along with the accompanying roads and infrastructure to support the
18 new subdivision. The existing residential structure on the eastern side of the property will be
19 razed in favor of the new development. The proposed lots will run east to west along the
20 north and south sides of the property, with a new public right-of-way running east to west
21 along the center. The new right-of-way will include a typical sidewalk and park strip.

22
23 There are three points of connectivity into the property, which will provide access into the new
24 subdivision. There is an existing stub street at the north end of the development at 1900
25 West, which will also provide access from the subdivision to 11800 South. At the southwest
26 corner a connection is proposed at 1940 West, where a stub street exists adjacent to the
27 church property, providing access to 11970 West. The third, future access point will be at the
28 eastern end of the development, where the road will be stubbed.

29
30 As property to the east develops, Riverton City will require that the road is extended to the
31 existing stub street in the Kenadi Cove Subdivision, thus providing access to Redwood Road.
32 Mr. Aagard noted that Riverton City has an existing application to subdivide that property,
33 which would provide this access. Additionally, on the west side there is a future connection
34 planned to the vacant property to the west. An application for that property will be presented
35 to the Planning Commission in the coming months. Mr. Aagard concluded by reiterating that
36 development is moving forward in this area, and the described connections will be made.

37
38 The staff report included language regarding easements. Lots 104 to 107 have drainage and
39 sewer easements on the north sides of the property, and they will not prevent construction of
40 the home. They may, however, impact the location of accessory buildings. Lots 102 and 103
41 have a 20-foot wide easement which previously rendered the parcels unbuildable; however,
42 that issue has been addressed. A revised plat showing that easement as having been
43 abandoned was presented to the Planning Commission.

44
45 There is a portion of the right-of-way that will include a park strip, which is not adjacent to
46 residential property. This runs the risk of that park strip being unmaintained, therefore, staff

1 required the applicant to provide a landscape and irrigation plan that Riverton City will review
2 and approve. After the warranty period has ended the City will take over that park strip.

3
4 There are two locations where fencing is required. The northwest and northeast corners of
5 the proposed subdivision will border neighboring properties zoned at RR-22, which allow for
6 large animal rights. When this occurs, the ordinance requires fencing be installed in order to
7 withstand impacts from large animals. The City standard will require the fencing be six feet,
8 precast masonry fencing, or masonry of another form.

9
10 City Engineer, Gordon Miner, added that there are some offsite easements that will affect the
11 feasibility of the project. He stated that those need to be recorded and otherwise perfected
12 and added as a condition of approval for this project.

13
14 Commissioner Hansen inquired about the solid masonry fencing along the bordering areas
15 zoned RR-22. He asked how feasible it would be to extend those fences in order to provide
16 continuity along the northern property line. Mr. Aagard reiterated that the ordinance language
17 specifies a type of fencing that can withstand impacts from large animals be installed. He
18 explained that the Planning Commission can recommend another fencing type that would
19 meet this requirement and be acceptable to the City, while maintaining continuity along the
20 northern property line. Commissioner Russell voiced his support for this option.

21
22 Chair Hartley asked if curb and gutter would be added in the southeast corner of the property.
23 Mr. Aagard stated that curb and gutter will run the entire length of the identified parcel. There
24 was further discussion regarding the installation of curb, gutter, and sidewalk on the east side
25 of Lot 108. The Planning Commission decided that the development of a bond for curb,
26 gutter, and sidewalk on the east side of Lot 108, or a right-of-way to determine row width in
27 accordance with Riverton City standards, be added as a condition of approval.

28
29 The public hearing was opened.

30
31 Leslie Mascaro of Henry Walker Homes thanked City staff for their assistance throughout the
32 application process. She presented a couple of architectural drawings to the Planning
33 Commission. She stated that they have made significant progress with the aforementioned
34 easements, and they plan to have those items completed soon. Lastly, Ms. Mascaro
35 responded to inquiries made on the gap in between Lot 108 and the property line, explaining
36 that they would be willing to pay some type of a fee to ensure that the City doesn't later
37 inherit the responsibility of making improvements in that area.

38
39 Chair Hartley noted that based on the drawings, the homes on the northern property line look
40 larger than the rest of the homes. Ms. Mascaro explained that they had to align the homes
41 with the subdivision located to the east, as well as a developing subdivision along the west,
42 which dictated the location of their street. She also noted that they agreed to construct curb,
43 gutter, and sidewalk, as well as streets along the major road. They are proposing a vinyl,
44 perimeter fence along the northern property line. There was further discussion on types of
45 vinyl fencing that would meet the City Ordinance requirements.

46
47

1 Bart Thaxton noted that he lives on 11800 South, where there is no curb and gutter. He
2 asked if there are plans to widen the road that stretches from 11800 South down to the last
3 two houses on each side of the road, as it is currently very narrow in that area.
4

5 Mr. Aagard reviewed the map, and stated that he had no knowledge of plans to improve that
6 stretch of road. Mr. Miner added that those particular improvements are unrelated to this
7 subdivision, and that he was also unaware of any improvement plans for the identified stretch
8 of road. Chair Hartley suggested that Mr. Thaxton approach the City directly to determine if
9 they have any plans for improvement.
10

11 Mr. Thaxton expressed concern with a potential increase in traffic. It was noted that
12 construction on the aforementioned connections to Redwood Road are anticipated to begin
13 later this year.
14

15 There were no further public comments. The public hearing was closed.
16

17 There was further discussion regarding fencing types. Additional suggestions were made to
18 Ms. Mascaro. Commissioner Russell requested that the fencing at least be consistent
19 through the property line, as continuity is in everyone's best interest.
20

21 **Commissioner Hansen moved that the Planning Commission recommend APPROVAL**
22 **of Application #13-1009, Manchester Fields Subdivision, located at approximately 1863**
23 **West 11900 South subject to the following conditions:**
24

- 25 1. **Storm drainage systems and installation shall comply with Engineering**
26 **Department requirements and standards.**
27
- 28 2. **Any and all irrigation ditches associated with the property be addressed, with**
29 **disposition of the irrigation systems approved by Riverton City and the proper**
30 **irrigation company or users.**
31
- 32 3. **The subdivision comply with any and all applicable Riverton City standards and**
33 **ordinances, including the International Building and Fire Codes.**
34
- 35 4. **Six foot solid masonry fencing be installed along the northern boundary of lots**
36 **101, 102 and 107 where adjacent to property zoned RR-22.**
37
- 38 5. **A revised landscaping and irrigation plan for the park strip landscaping along**
39 **the northern edge of the proposed 11930 South where adjacent to the Flanders**
40 **property be submitted to Riverton City Planning for review and approval.**
41
- 42 6. **All offsite easements be recorded and otherwise perfected.**
43
- 44 7. **Develop a bond for curb, gutter, and sidewalk on the east side of lot 108, or a**
45 **right-of-way to determine row width in accordance with Riverton City standards**
46 **if a bond is not possible.**
47

1 **8. Consistency of fencing along the north side of the property line, if not possible,**
2 **the masonry fencing needs to be consistent from lot line to lot line.**

3
4 **Commissioner Russell seconded the motion. Vote on motion: Brian Russell – Aye;**
5 **Dennis Hansen – Aye; Kent Hartley – Aye; Scott Kochevar – Aye. The motion passed**
6 **unanimously.**

7
8 **II. BUSINESS ITEMS**

9
10 **A. ELECTION OF PLANNING COMMISSION CHAIR 2014.**

11
12 **Commissioner Hansen moved to appoint Commissioner Brian Russell as the new**
13 **Planning Commission Chairman for 2014. Commissioner Kochevar seconded the**
14 **motion. Vote on motion: Brian Russell – Nay; Dennis Hansen – Aye; Kent Hartley –**
15 **Aye; Scott Kochevar – Aye. The motion passed 3-1.**

16
17 **Commissioner Russell moved that Commissioner Dennis Hansen remain the Vice**
18 **Chairman for the 2014 year of the Planning Commission. Commissioner Hartley**
19 **seconded the motion. Vote on motion: Brian Russell – Aye; Dennis Hansen – Aye;**
20 **Kent Hartley – Aye; Scott Kochevar – Aye. The motion passed unanimously.**

21
22 **III. MINUTES**

23
24 **A. NOVEMBER 14, 2013**

25
26 **B. NOVEMBER 21, 2013**

27
28 The minutes for November 14 and November 21, 2013 were reviewed.

29
30 **Commissioner Russell moved that the Planning Commission APPROVE the minutes**
31 **for the November 14, 2013, Meeting, pending any spelling or grammatical errors.**
32 **Commissioner Hansen seconded the motion. Vote on motion: Brian Russell – Aye;**
33 **Dennis Hansen – Aye; Kent Hartley – Aye; Scott Kochevar – Aye. The motion passed**
34 **unanimously.**

35
36 **Commissioner Hansen moved that the Planning Commission APPROVE the minutes**
37 **for the November 21, 2013, meeting, pending any spelling or grammatical errors.**
38 **Commissioner Kochevar seconded the motion. Vote on motion: Brian Russell – Aye;**
39 **Dennis Hansen – Aye; Kent Hartley – Aye; Scott Kochevar – Aye. The motion passed**
40 **unanimously.**

41
42 **IV. ADJOURNMENT**

43
44 The meeting adjourned at approximately 7:20 pm.



Issue Paper

Item No. 3.4

Presenter/Submitted By:	Jason Lethbridge, Planning Manager	
Subject: SINGLE PHASE SUBDIVISION, GREEN HAVEN SUBDIVISION, 11911 SOUTH 2160 WEST, 28 SINGLE-FAMILY LOTS, R-3 ZONE, DAVE HELM, APPLICANT	Meeting Date: March 4, 2014	
	Fiscal Impact: N/A	
	Funding Source: N/A	
Background: <p>Dave Helm of Ponderosa Properties has submitted an application requesting subdivision approval for property located at 11911 South 2160 West. The property is currently vacant ground and is zoned R-3 (Residential 14,000 square foot lots). To the north property is zoned R-3 and RR-22 (Rural Residential ½ acre lots). To the east property is zoned RR-22 and R-4 (Residential 10,000 square foot lots). Property to the south is zoned R-4 and property to the west is zoned R-3.</p> <p>The applicant is proposing subdividing 11.45 acres into 28 single-family residential lots. The lots range in size from 14,000 square feet up to 17,000 square feet. Each lot conforms with the minimum size, width and frontage requirements as found in the R-3 Zoning District.</p>		
Recommendation: <p>On February 13, 2013, the Planning Commission voted to recommend APPROVAL of this application.</p>		
Recommended Motion: <p>“I move the City Council approve Application #13-1013, the Green Haven Subdivision, located at approximately 11911 South 2160 West, with the conditions outlined in the Staff Report.”</p>		

**RIVERTON CITY
MEMORANDUM**

TO: Honorable Mayor and City Council

FROM: Development Review Committee

DATE: March 4, 2014

SUBJECT: SINGLE PHASE SUBDIVISION, GREEN HAVEN SUBDIVISION, 11911 SOUTH 2160 WEST, 28 SINGL-FAMILY LOTS, R-3 ZONE, DAVE HELM, APPLICANT.

PL NO.: 13-1013– Green Haven Subdivision

On February 13, 2014, the Planning Commission voted to recommend APPROVAL of this Single Phase Subdivision application. Minutes from that meeting are included below. The Planning Commission recommended the following motion:

I move the City Council APPROVE application #13-1013, the Green Haven Subdivision, located at approximately 11911 South 2160 West with the following conditions:

1. Storm drainage systems and installation shall comply with Engineering Department requirements and standards.
2. Any and all irrigation ditches associated with the property be addressed, with disposition of the irrigation systems approved by Riverton City and the proper irrigation company or users.
3. The subdivision comply with any and all applicable Riverton City standards and ordinances, including the International Building and Fire Codes.
4. 6' solid masonry fencing installed along the northern boundaries where the subdivision is adjacent to properties zoned RR-22.

BACKGROUND:

Dave Helm of Ponderosa Properties has submitted an application requesting subdivision approval for property located at 11911 South 2160 West. The property is currently vacant ground and is zoned R-3 (Residential 14,000 square foot lots). To the north property is zoned R-3 and RR-22 (Rural Residential ½ acre lots). To the east property is zoned RR-22 and R-4 (Residential 10,000 square foot lots). Property to the south is zoned R-4 and property to the west is zoned R-3.

The applicant is proposing subdividing 11.45 acres into 28 single-family residential lots. The lots range in size from 14,000 square feet up to 17,000 square feet. Each lot conforms with the minimum size, width and frontage requirements as found in the R-3 zoning district.

Access to the property will be gained from 2160 West, an existing public street. A new 54 foot wide road will be constructed running west to east with lots on the north and south sides of the street. Near the eastern end of the property a 54 foot wide cul-de-sac street will be constructed to the north. The new road will then terminate at the eastern end of the property where it is proposed to be connected with the new road that will be constructed by Henry Walker Homes as part of the recently approved Manchester Fields Subdivision.

There are some fencing requirements related to this subdivision approval. Along the north, northwest and northeastern property lines the subdivision is adjacent to RR-22 zoning. The RR-22 zoning allows as a permitted use the keeping and raising of live stock such as horses, cows and other large animals. All of these properties have been verified to have more than ½ acre, a minimum requirement for the keeping of large animals. Therefore, all of these properties may have animals, even if they currently do not. The R-

3 zoning code requires fencing able to withstand impacts from large animals be installed when this land use conflict is created by a new subdivision. Condition #4 addresses this.

ATTACHMENTS:

The following items are attached:

1. Copies of the vicinity, zoning, and aerial maps identifying the property.
2. A copy of the proposed subdivision plat.

GREEN HAVEN SUBDIVISION

Zoning Map

South Jordan City

11800 South

2160 West

RR-22

1900 West

RR-22

Rainy Brook

R-3

RR-22

Subject Properties
(R-3)

R-4

R-3

R-4

R-4

R-4

R-3

11970 South



GREEN HAVEN SUBDIVISION

Aerial View



GREEN HAVEN SUBDIVISION

Aerial / Plat



GREENHAVEN SUBDIVISION PLAT



2160 WEST



GREEN ACRE DOWNS
SUBDIVISION NO. 2

GREEN HAVEN WAY 54' PUBLIC R/W - 11920 SOUTH STREET

BROOKWOOD ESTATES SUBDIVISION

LOT 1

LOT 2

EAST 344'

EASTING
DEVELOP

N 70° 00' 00" E 304.37'

N 67° 00' 00" E 304.37'

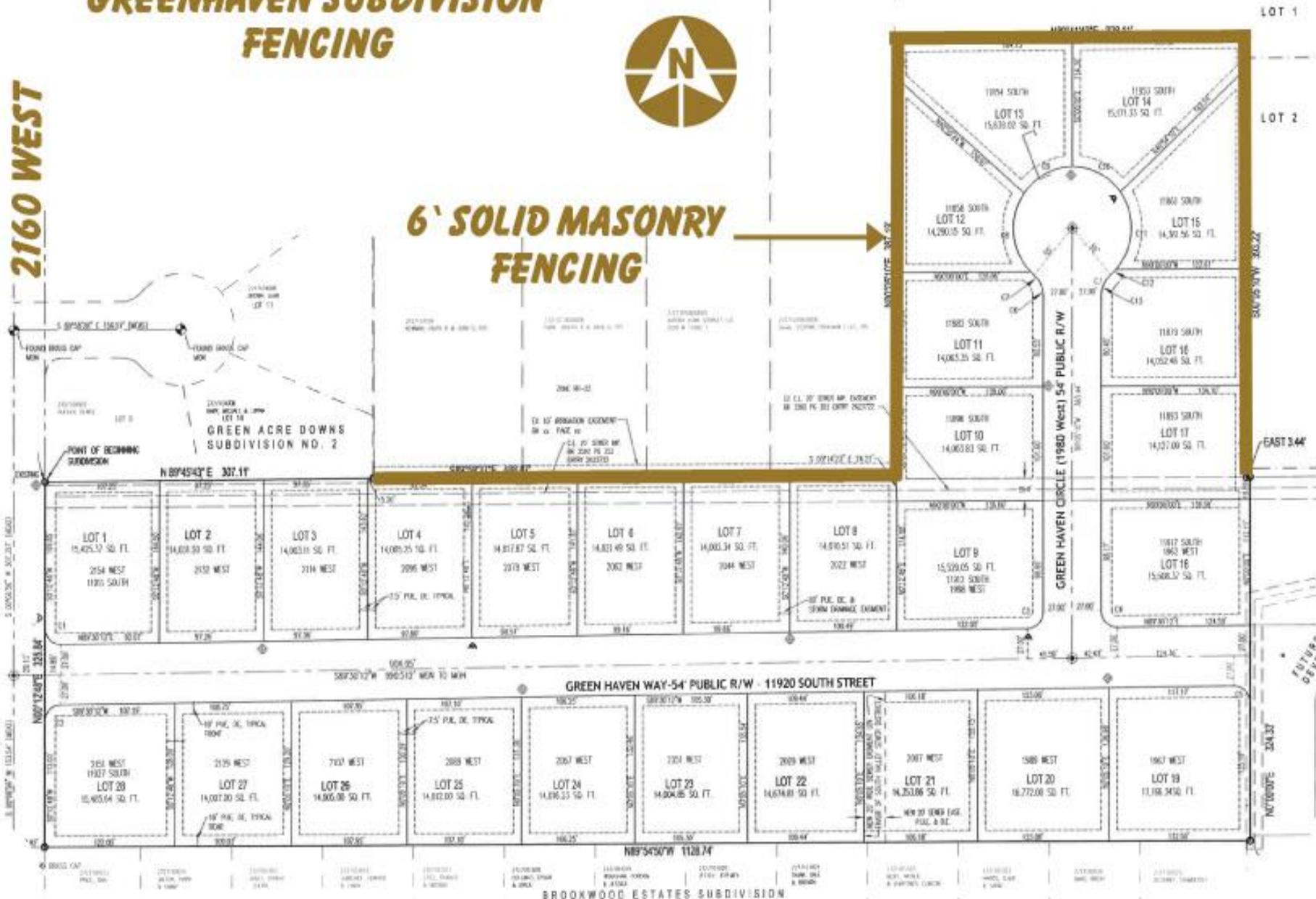
N 67° 00' 00" E 304.37'

GREENHAVEN SUBDIVISION FENCING



2160 WEST

**6' SOLID MASONRY
FENCING**



BROOKWOOD ESTATES SUBDIVISION



Rainy Brook Ct

S-1900-W

W-11860 S

W-11970 S

2000-W

W-118

1 RIVERTON CITY PLANNING COMMISSION
2 MEETING MINUTES

3
4 February 13, 2014

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

8
9 Planning Commission Members:

Staff:

10
11 James Endrizzi
12 Kent Hartley
13 Cade Bryant
14 Brian Russell
15 James Webb
16 Dennis Hansen
17 Scott Kochevar

Andrew Aagard, City Planner
Casey Taylor, City Attorney

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

21
22 I. PUBLIC HEARING

23
24 A. **SINGLE PHASE SUBDIVISION**, PL-13-1013, GREEN HAVEN SUBDIVISION, 11911
25 SOUTH 2160 WEST, 28 SINGLE-FAMILY LOTS, R-3 ZONE, HOWARD SCHMIDT,
26 APPLICANT.

27
28 City Planner, Andrew Aagard, presented the staff report and described the surrounding
29 properties. He reported that the property is currently vacant ground and zoned R-3. The
30 zoning of surrounding properties was described as R-3, RR-22, and R-4. All of the
31 surrounding properties are utilized as single-family residential, with the exception of the R-3
32 parcel, which is used as a church building.

33
34 The applicant was proposing to subdivide 7.45 acres into 28 single-family residential lots.
35 The lots range in size from a minimum of 14,000 square feet to a maximum of 17,000 square
36 feet. Each lot conforms to the minimum size requirements contained in the ordinance with
37 respect to size, width, and frontage for the R-3 zoning district. An aerial photo of the property
38 was displayed.

39
40 Mr. Aagard reported that the property will be accessed from 2160 West, which is an existing
41 public street, and runs north and south on the west side of the subdivision. A new 54-foot
42 right-of-way will be constructed running west to east, with lots on the north and south sides of
43 the street. Near the eastern end of the property, a 54-foot wide cul-de-sac will be constructed
44 that will extend to the north and provide access to lots in the area. The new road will
45 terminate on the eastern end of the property where it is proposed to connect to the new road
46 that will be constructed by Henry Walker Homes as part of the recently approved Manchester
47 Fields Subdivision.
48

1 Along the north, northwest, and northeastern property lines the subdivision is being
2 constructed adjacent to existing RR-22 zoning. The RR-22 zone allows the keeping of large
3 animals as a permitted use and all of the properties were determined to meet the minimum
4 requirement for this type of use. Therefore, all of the properties may have animals, even if
5 they currently do not have them. The R-3 zone requires fencing that is able to withstand
6 impacts from large animals, and needs to be installed when this land use conflict is created
7 by a new subdivision. Staff recommended approval of the proposed subdivision, with the
8 conditions listed in the staff report.

9
10 The public hearing was opened.

11
12 J.R. Bark reported that he owns a lot that is adjacent to the subject property. He expressed
13 concern with the runoff water. He commented on the utilization of a ditch that could collect
14 the water. He suggested utilizing piping on each property line to direct runoff water to the
15 ditch. Commissioner Hansen asked if this was a continuous flow ditch. It was noted that
16 flood irrigation causes the water to flow into the ditch and then outward. There was further
17 discussion on the issue. Mr. Bark concluded that the contractor had been good to work with
18 on these matters.

19
20 Mr. Aagard noted that if the Planning Commission wants a report from City Engineer, Gordon
21 Miner, directly they can table the matter until the specific issues are resolved. A condition
22 could also be added that the issues be reviewed prior to going before the City Council. He
23 stated that Mr. Miner requires an irrigation master plan be submitted with the development of
24 new subdivisions to address these types of water issues.

25
26 Howard Schmidt identified himself as the developer and a representative of Green Haven
27 Investors, LLC. He acknowledged Mr. Bark's concerns and stated that they are willing to
28 work through the issues.

29
30 One of the Commissioners received a phone call from an individual who lives in the
31 subdivision to the south in the R-4 properties. It was relayed into the record that there is
32 fencing on her property line that keeps her dogs on her property. She requested that the
33 developer keep the existing fencing in place. Since there is no City requirement for fencing
34 along the property line, the matter is between the resident and the developer.

35
36 Mr. Bark stated that he wants piping to avoid children playing or accidentally falling into the
37 open ditch.

38
39 There were no further public comments. The public hearing was closed.

40
41 **Commissioner Hartley moved that the Planning Commission recommend APPROVAL**
42 **of application #13-1013, Green Haven Subdivision, located at approximately 11911**
43 **South 2160 West subject to the following conditions:**

- 44
45 **1. Storm drainage systems and installation shall comply with Engineering**
46 **Department requirements and standards.**
47

- 1 **2. Any and all irrigation ditches associated with the property be addressed, with**
2 **disposition of the irrigation systems approved by Riverton City and the proper**
3 **irrigation company or users.**
- 4
- 5 **3. The subdivision shall comply with any and all applicable Riverton City standards**
6 **and ordinances, including the International Building and Fire Codes.**
- 7
- 8 **4. Six-foot solid masonry fencing shall be installed along the northern boundaries**
9 **where the subdivision is adjacent to properties zoned RR-22.**

10
11 **Commissioner Hansen seconded the motion. Vote on motion: Brian Russell – Aye;**
12 **Dennis Hansen – Aye; Kent Hartley – Aye; Cade Bryant – Aye; James Endrizzi – Aye;**
13 **Scott Kochevar – Aye; James Webb – Aye. The motion passed unanimously.**

14
15 **II. ACTION ITEMS**

16
17 **A. FINAL SITE PLAN, PL-13-8013, THE POP SHOP, 2936 WEST 12600 SOUTH, C-G**
18 **ZONE, KERI CANNON, APPLICANT.**

19
20 Mr. Aagard presented the staff report and explained that the Pop Shop will be a drive-thru
21 beverage and snack business and will be located in the Riverton Gardens Commercial
22 development. The property is zoned Commercial Gateway. Riverton High School is located
23 directly to the north. To the west the property is also zoned C-G and is owned by a dental
24 office. The property to the east is zoned similarly and owned by a restaurant. To the south,
25 on the adjacent side of 12600 South the property is zoned R-4. An aerial photo of the site as
26 displayed.

27
28 The proposed site plan utilizes a building pad that was originally approved for a commercial
29 building similar in size to the dental office located to the west. Instead of constructing a
30 building, the applicant was proposing to use the pad for a drive-thru aisle and some
31 landscaping. The building that will house the business is quite small at approximately 380
32 square feet. The applicant is proposing that customers enter the site from 12600 South and
33 the drive-thru on the northeast corner. Customers will then drive east and exit the drive-thru
34 into the parking lot, where they can exit the property.

35
36 Staff expressed concern with vehicular stacking and stated that businesses in the area often
37 have heavy traffic. Staff suggested to the applicant that the building be shifted to the lower
38 left corner of the site to provide additional stacking in the drive-thru. It was noted that the
39 building interior was designed according to the current building location proposed on the site
40 plan, and the location as shown was preferred by the applicant. To address potential
41 stacking problems, the applicant stated that the parking spaces will be numbered and
42 customers will be directed to those spaces where the product will be brought to them. This
43 will reduce stacking in the drive-thru.

44
45 Riverton City is requiring the remaining portion of the pad be landscaped and irrigated with
46 sod, shrub beds, trees and other landscaping elements. The applicant submitted a
47 landscaping plan illustrating their intent on the site. Staff requested that the landscaping



Issue Paper

Item No. 4

Presenter/Submitted By:	Mayor Applegarth	
Subject: CONSENT AGENDA	Meeting Date: March 4, 2014	
	Fiscal Impact:	
	Funding Source:	
<p>4. CONSENT AGENDA</p> <ol style="list-style-type: none"> 1. Minutes: RCCM/WS 02-18-14, CC/PCWS 02-25-14 2. Bond Releases: <ol style="list-style-type: none"> 1. Villages at Park Avenue (East) Phase 2 – 90% Performance Release 2. Kenadi Cove Phase 1 – Performance Release 3. <u>Resolution No. 14-21</u> - Authorizing the City to enter into a contract with Glover Landscape to provide landscape maintenance to parks, park strips and water facilities within the City 4. <u>Resolution No. 14-22</u> - Authorizing the City to enter into a contract with Intermountain Plantings to provide landscape maintenance to parks, park strips and water facilities within the City 5. <u>Resolution No. 14-23</u> – Approving a Statement of Agreement for the use of Jordan School District Facilities as Emergency/Disaster Shelters; and approving Facility Agreements for each of the Following Schools: Riverton Elementary, Rosamond Elementary, Midas Creek Elementary, Rose Creek Elementary, Southland Elementary, Riverton High School, Oquirrh Hills Middle School and South Hills Middle School – <i>Ryan Carter, City Attorney</i> 		
<p>Recommendation:</p> <p>Approve the Consent Agenda as listed.</p>		
<p>Recommended Motion:</p> <p>“I move the City Council approve the Consent Agenda as listed.”</p>		

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**Riverton City
REGULAR CITY COUNCIL MEETING &
WORK SESSION**

**Minutes
February 18, 2014**

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

11 **Attendance:**

12
13 Mayor William R. Applegarth

14
15 **Council Members:**

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

21
22 **City Staff:**

Lance Blackwood, City Manager
Jeff Hawker, Asst. City Attorney
Virginia Loader, Recorder
Ryan Carter, City Attorney - *Excused*
Jason Lethbridge, Planning Manager

23
24
25 **Citizens:** Michael S. Johnson, Wyoma Darlington, Boy Scouts from Troops 820 and 1110

26
27
28 **1. GENERAL BUSINESS**

29 **Call to Order and Roll Call**

30 [6:44:54 PM](#) Mayor Applegarth called the meeting to order at 6:44 p.m. and welcomed those in
31 attendance. He then conducted a Roll Call and Council Members Johnson, Staggs, Stewart,
32 Tingey and Wayman were present.

33 **Pledge of Allegiance** – A Boy Scout from Troop 820 directed the Pledge of Allegiance.

34
35 **Presentations/Reports**

36
37 **Recognition of Boy Scout Troops**

38
39 [6:45:47 PM](#) Mayor Applegarth recognized Boy Scouts that were in attendance and they
40 introduced themselves and their leaders.

41
42 **Public Comments**

43
44 [6:47:59 PM](#) Mayor Applegarth explained the public comment procedure and called for public
45 comments; there being none, he closed the Public Comment period.

46
47

1 **2. PUBLIC HEARINGS**

2
3 **Public Hearing - Proposed amendments to the 2013-2014 Fiscal Year Budget**

4
5 [6:48:09 PM](#) Lisa Dudley, Finance Director, presented proposed budget amendments to the City
6 Council and asked for questions or comments.

7
8 [6:49:31 PM](#) City Manager Lance Blackwood explained proposed budget amendments regarding
9 South Valley Sewer District Impact Fees for the Old Farm Splash Park and proposed
10 amendments to the Stormwater Utility Fund.

11
12 [6:55:43 PM](#) Mayor Applegarth asked for comments or questions from the Council Members and
13 there were none. He then opened a Public Hearing and called for public comments; there being
14 none, he closed the Public Hearing.

15 **Resolution No. 14-19 – Approving Amendments to the 2013-2014 Fiscal Year Budget**

16
17
18 [6:56:10 PM](#) Council Member Sheldon Stewart **MOVED the City Council approve Resolution**
19 **No. 14-19 – Approving Amendments to the 2013-2014 Fiscal Year Budget.** Council Member
20 Paul Wayman **SECONDED** the motion. Mayor Applegarth called for discussion on the motion;
21 there being none, he called for a Roll Call Vote. The vote was as follows: Johnson-Yes, Staggs-
22 Yes, Stewart-Yes, Tingey-Yes and Wayman-Yes. **The motion passed unanimously.**

23
24 **3. DISCUSSION/ACTION ITEMS – N/A**

25
26 **4. CONSENT AGENDA**

27
28 [6:56:54 PM](#) Mayor Applegarth presented the following Consent Agenda:

- 29
1. **Minutes:** RCCM/WS 02-11-14
 2. **Bond Releases:** - N/A
 3. **Resolution No. 14-20** – Authorizing the City to enter into a contract with Craghead Building Company to complete the Riverton Village Stormwater Pond Project

30
31 [6:57:40 PM](#) Council Member Brent Johnson **MOVED the City Council approve the Consent**
32 **Agenda as listed.** Council Member Roy Tingey **SECONDED** the motion. Mayor Applegarth
33 called for discussion on the motion; there being none, he called for a Roll Call Vote. The vote
34 was as follows: Johnson-Yes, Staggs-Yes, Stewart-Yes, Tingey-Yes and Wayman-Yes. **The**
35 **motion passed unanimously.**

36
37 **5. STAFF REPORTS**

38
39 [6:58:22 PM](#) **City Manager Lance Blackwood** – there were no Staff Reports; he then reported
40 on **Safety Training** and explained that more field safety audits were being conducted in
41 preparation of the Strategic Plan.

42
43

6. ELECTED OFFICIAL REPORTS

Mayor Bill Applegarth – [6:59:54 PM](#) reported that Bluffdale City has proposed a boundary adjustment on 3600 West to 2700 West and Redwood Road to the center line of the Bangerter Highway. Notice was given that a public hearing would be held before the Bluffdale City Council on Tuesday, March 11, 2014, for the purpose of receiving comment on the following:

“The Bluffdale City Council has adopted a resolution indicating its intent to adjust a boundary that the City of Bluffdale has in common with Riverton City. The area proposed to be adjusted is the northern boundary of the City of Bluffdale and the southern boundary of Riverton City between 3600 West and Redwood Road. The adjustment would set the boundary between the two cities as the center line of Bangerter Highway.”

Mayor Applegarth spoke of an area south of Bangerter Highway and 2200 West that is located in Riverton City and there are families that live in that area that do not want to leave Riverton City; however, there is no direct access to their properties for public safety response.

Council Member Brent Johnson – [7:07:00 PM](#) No report

Council Member Trent Staggs – [7:07:06 PM](#) reported that an applicant for a proposed development on property located at 12600 South was holding a meeting at the Tithing Hill Club House to discuss the issue.

Council Member Sheldon Stewart – [7:07:51 PM](#) asked to be notified when Neighborhood Watch signs would be installed in the Foothills and Monarch Meadows area. Public Works Director Trace Robinson reported that the signs were currently being installed.

Council Member Roy Tingey - [7:10:08 PM](#) said he previously attended a UFA Board Meeting where proposed legislative action requiring the same 911 software solution for Salt Lake County was being discussed.

Council Member Paul Wayman – No report

7. UPCOMING MEETINGS

[7:15:05 PM](#) Mayor Applegarth reviewed the following upcoming meetings:

1. February 25, 2014 –Work Session/ Joint CC/PC – 6:30 p.m.
2. March 4, 2014 – Regular City Council Meeting & Work Session – 6:30 p.m.
3. March 11, 2014 – Work Session – 6:30 p.m.

Break to Work Session

8. WORK SESSION

Mayor Applegarth called the meeting to order at 7:23 p.m. and welcomed those in attendance. He then conducted a Roll Call and Council Members Johnson, Staggs, Stewart, Tingey and

1 Wayman were present. The following individuals were also present: City Manager Lance
2 Blackwood, Asst. City Manager Jeff Hawker, City Recorder Virginia Loader, Finance Director
3 Lisa Dudley, Parks & Recreation Director Sheril Garn, City Engineer Trace Robinson, Code
4 Enforcement Officer Bill Salmon, Mr. & Mrs. Cliff Cluff, Boy Scouts, and Tish Boudier.

6 **1. Discussion regarding 2014 Strategic Plans**

8 **1. Staff Assignment Reports**

10 **a. Promotional Signs**

11
12 Jason Lethbridge, Planning Manager, presented information regarding promotional signs, “Grand
13 Opening” and A-Frame” sign comparisons, from Riverton, South Jordan, Draper, Sandy, Salt
14 Lake County, West Valley and Murray cities.

15
16 Discussion was held regarding proposed ordinance changes that would allow the City to become
17 more business friendly. Mayor Applegarth explained that the Chamber of Commerce was
18 previously involved in rewriting the ordinances and asked if they should be included again.

19
20 Council Member Tingey said the goal should be to protect the look and feel of the City and to
21 maintain a balance between business owners and citizens. He also said that once an ordinance is
22 adopted, the City should be prepared to enforce it. He encouraged the staff and Council Members
23 to be cautious, take input from businesses and citizens regarding proposed ordinances, and then
24 balance it.

25
26 It was decided that Council Members Paul Wayman and Roy Tingey would co-chair an
27 ordinance rewrite committee and Jason Lethbridge would provide staff support. It was also noted
28 that an article should be published in the April Newsletter soliciting committee members.

30 **b. Code Enforcement**

31
32 Bill Salmon, Code Enforcement Officer, presented information explaining Utah Code Title 10
33 regarding Imposition of Fines. Discussion was then held regarding the City’s current process to
34 file a complaint.

35
36 Mr. Salmon presented information regarding code enforcement within Salt Lake County and
37 explained that, in order to come in line with the number of code enforcement officers employed
38 by cities that directly border Riverton City, Riverton City should have two full time code
39 enforcement officers.

40
41 Mayor Applegarth suggested that Bill Salmon and Jeff Hawker work together regarding
42 proposed ordinance and/or policy changes for the City Council’s consideration; in the meantime
43 the City Council should determine the level of enforcement they desire.

44
45 Council Member Wayman suggested that a friendlier approach to offenders would generate
46 increased compliance.

47
48

3. Carollo Engineers – Culinary Water Study Report

Clint Rogers and Jeremy Williams presented a summary of the Water Quality Improvement Feasibility Study they conducted and prepared, which included the following:

- Riverton City Distribution System
- Riverton Well Water Quality
- Drinking Water Comparison – Hardness, TDS, and Source
- Reverse Osmosis (RO) - pressure is applied to the high salinity solution to create movement in the reverse direction
- Two chemical treatment processes that could be used for softening – 1. Conventional Softening 2. Pellet Softening
- Cost Summary for Water Improvement Study Alternatives
- Riverton City Water Quality Improvement Project Alternatives
- Riverton Water Quality Improvement Project Cost Sensitivity to JVVCD Average Rate Increase
- JVVCD Water Rate History
- Next Steps – 1. Water Supply Philosophy: Status Quo, Full Treatment or Replacement, Special Business District; 2. Masterplan and Rate Study
- JVVCD Wholesale Replacement (Based on average Riverton '10-12 Historical Use)

Jeremy Williams presented information regarding the water supply philosophy option of a Special Business District, which would service the Riverton Hospital and the Riverton Church Office Building.

Mayor Applegarth explained that a proposed Special Business District was being discussed because of damage from also said that, potentially, the Western Commercial District property could be serviced by JVVCD.

The Council concurred with the following Water Quality Improvement Alternatives: 1. Status Quo, 2. JVVCD City-Wide Replacement, and 3. Conventional Softening of Existing Wells. Mayor Applegarth said that the three options should be presented to and voted on by the Riverton residents in the General Election in November 2014.

Mayor Applegarth said that a Rate Study of the above options would be prepared as quickly as possible.

c. Trees

Trace Robinson, Public Works Director, presented information regarding right-of-way street tree trimming and he displayed a Tree Policy Survey taken from 18 Utah cities. He then recommended the following:

- Trimming street side and sidewalk side - leave as written in the ordinance, which is 15 ft. street side, 8 ft. sidewalk side
- Intersection Distance - 50 ft. for existing - no trees on corner lots, frontage or side yards- new construction
- Distance from stop signs and school zones - 50 ft

1 Mr. Robinson will proceed with the preparation of a proposed ordinance for cutting and
2 trimming City maintained trees.

3
4 Discussion ensued regarding roadway medians and alternatives for those areas rather than trees.

5 6 **2. Discussion of Media Specialist Position**

7
8 Council Member Sheldon Stewart spoke of a job description for a marketing professional with a
9 combination of public relations, marketing and social media skills and qualifications. He said
10 preferred or required skills would need to be determined and he proposed a salary of \$60,000.

11
12 Discussion was held regarding social media as a way of the City having a presence and
13 managing what people see when they log in to the City's media. Also, using social media as a
14 way to obtain sponsors for community events, which would involve the business community, as
15 well as getting citizens more engaged and involved in the community.

16
17 Mayor Applegarth said that the Human Resource Department would prepare a job description for
18 review of the City Attorney, which would then be presented to the City Council at budget time.
19 He then spoke of the use of "Facebook" and the importance of establishing policy and
20 procedures for its use. The issue of two way communication was discussed at length and the
21 Council Members were urged to come to a consensus on protocol and to send their suggestions
22 to the Mayor. City Attorney Ryan Carter was assigned to research media content regulations,
23 after which the Mayor would make recommendations to the City Council.

24 25 **9. ADJOURN**

26
27 Council Member Sheldon Stewart **MOVED to adjourn the City Council Meeting**. Council
28 Member Paul Wayman **SECONDED** the motion. Mayor Applegarth called for discussion on the
29 motion; there being none, he called for a vote. The vote was as follows: Council Member
30 Johnson-Yes, Staggs-Yes, Stewart-Yes, Tingey-Excused and Wayman-Yes. **The motion passed**
31 **unanimously**. Mayor Applegarth declared the meeting adjourned at 10:45 p.m.

32
33
34
35
36 _____
37 Virginia Loader, MMC
38 Recorder

39 Approved: CC
40

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**Riverton City
CITY COUNCIL/PLANNING COMMISSION
WORK SESSION
Minutes
February 25, 2014**

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

11 **Attendance:**

12
13 Mayor William R. Applegarth

14
15 **Council Members:**

16 Council Member Brent Johnson
17 Council Member Trent Staggs
18 Council Member Sheldon Stewart
19 Council Member Roy Tingey - *Excused*
20 Council Member Paul Wayman
21 Planning Commission Member Kent Hartley
22 Planning Commission Member Brian Russell
23 Planning Commission Member Jim Webb
24 Planning Commission Member Dennis Hansen
25 Planning Commission Member Cade Bryant – *Excused*
26 Planning Commission Member James Endrizzi - *Absent*
27 Planning Commission Member Scott Kochever - *Absent*

15 **City Staff:**

Virginia Loader, City Recorder
Ryan Carter, City Attorney
Jason Lethbridge, Planning Manager

28
29 **Citizens:** Merillee Boren

30
31 **1. GENERAL BUSINESS**

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

34
35 Mayor Applegarth called the meeting to order at 6:30 p.m. and welcomed those in attendance.
36 He then conducted a Roll Call and the Council Members and Planning Commission Member
37 introduced themselves.

38
39 **2. Discussion of Land Use Issues**

40
41 City Attorney Ryan Carter presented Land Use Training to the Council Members and Planning
42 Commission Members, which included the following topics:

- 43
44
45
46
- General Plan: What does it do? How does it do it?
 - Land Use Ordinance: What does it do?
 - Zoning Map – Zoning Districts – “Spot Zoning”

- 1 • Conditional Uses – Standards
- 2 • Case Law Examples
- 3 • Vesting of Land Use Application
- 4 • Review: Development Exactions, Legislative V. Quasi Administrative or Judicial
- 5 Decisions, How to Build the Right Record for Decision
- 6

7 Mayor Applegarth declared the meeting adjourned at 8:20 p.m.

8
9

10
11

12 Virginia Loader, Recorder

13
14

15 Minutes approved: CC

16
17

DRAFT



Item No. _____

Issue Paper

Presenter/Submitted By:	G Trace Robinson	
Subject: <u>90 % Bond release for VILLAGES AT PARK AVENUE (East) PHASE 2</u>	Meeting Date: 03/04/2014	
	Fiscal Impact: \$N/A	
	Funding Source: N/A	
Background: Engineering, Public Works and Water Departments have performed the necessary infrastructure inspections for the <u>VILLAGES AT PARK AVENUE (East) PHASE 2</u> and have found the site complete and constructed to Riverton City's standards. All improvements have been constructed and we recommend that approval be given for a <u>90 %</u> release of the bond and that the City accept the improvements.		
Recommendation: It is recommended that approval be given to release <u>90 %</u> of the bond and that the City accept the improvements.		
Recommended Motion: Motion for approval of bond release.		

RIVERTON CITY
SUBDIVISION BOND REDUCTION REQUEST

DEVELOPER'S INFORMATION

1. Subdivision Name: VILLAGES AT PARK AVENUE (East) PHASE 2
2. Address: 12704 S 1830 W
3. Subdivision Developer: REYNOLDS CONSTRUCTION BRAD
4. Bond Company: Improve First
5. 90% Bond Release Request date: November 15, 2013
6. Date of bond release approval by City Council: March 4, 2014
7. Description of completed subdivision improvements (attached.)

CITY APPROVAL

Amount of bond release approved by Staff: \$ 389,203.84

Date of bond release approval by Staff: February 20, 2014

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

Mayor, Riverton City

Date

Attest:

Date

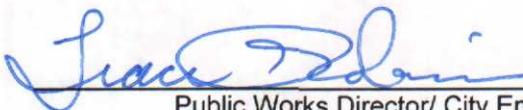
**DESCRIPTION OF SUBDIVISION IMPROVEMENTS COMPLETED
AND THE DOLLAR AMOUNT REQUESTED FOR EACH.**

VILLAGES AT PARK AVENUE (East) PHASE 2 Improvement	ORIGINAL BOND AMOUNT ImprvFirst	80% RELEASE DATE	80% RELEASE AMOUNT	90% RELEASE DATE	90% RELEASE AMOUNT	100% RELEASE DATE	100% RELEASE AMOUNT	AMOUNT REMAINING
SEWER	Separate Agreement							
Culinary Water	\$ 99,402.10			3/4/2014	\$ 89,461.89			\$ 9,940.21
Secondary Water	20,990.28			3/4/2014	18,891.25			2,099.03
Demolition	4,681.80			3/4/2014	4,213.62			468.18
Storm Drain	78,534.00			3/4/2014	70,680.60			7,853.40
Streets	130,435.42			3/4/2014	117,391.88			13,043.54
Sidewalk & Signs	69,031.72			3/4/2014	62,128.55			6,903.17
Street Lights	24,773.39			3/4/2014	22,296.05			2,477.34
Record Drawings & GIS	4,600.00			3/4/2014	4,140.00			460.00
Other	-							-
								-
								-
								-
								-
								-
								-
Total	\$ 432,448.71		\$ -		\$389,203.84		\$ -	\$ 43,244.87

Total amount of bond release requested: **\$ 389,203.84**

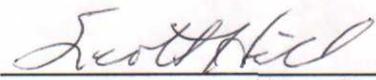
**APPROVAL AND ACCEPTANCE STATUS
OF THE SUBJECT SUBDIVISION IMPROVEMENTS:**

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


Public Works Director/ City Engineer

2-24-14
Date

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


Water Director's Signature

2-24-14
Date



Item No. _____

Issue Paper

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

RIVERTON CITY
SUBDIVISION BOND REDUCTION REQUEST

DEVELOPER'S INFORMATION

1. Subdivision Name: **KENADI COVE**
2. Address: **12026 S REDWOOD RD**
3. Subdivision Developer: **VISTAS LLC**
4. Bond Company: **Improve First**
5. **90%** Bond Release Request date: **August 30, 2013**
6. Date of bond release approval by City Council: **March 4, 2014**
7. Description of completed subdivision improvements (attached.)

CITY APPROVAL

Amount of bond release approved by Staff: **\$ 304,167.36**

Date of bond release approval by Staff: **February 25, 2014**

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

Mayor, Riverton City

Date

Attest:

Date

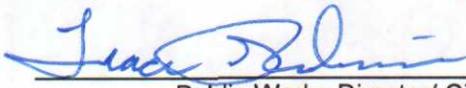
**DESCRIPTION OF SUBDIVISION IMPROVEMENTS COMPLETED
AND THE DOLLAR AMOUNT REQUESTED FOR EACH.**

KENADI COVE Improvement	ORIGINAL BOND AMOUNT Improve First	80% RELEASE DATE	80% RELEASE AMOUNT	90% RELEASE DATE	90% RELEASE AMOUNT	100% RELEASE DATE	100% RELEASE AMOUNT	AMOUNT REMAINING
SEWER	Separate Agreement							
Culinary Water	\$ 91,018.75			3/4/2014	\$ 81,916.88			\$ 9,101.88
Secondary Water	67,395.00			3/4/2014	60,655.50			6,739.50
Demolition	627.10			3/4/2014	564.39			62.71
Storm Drain	60,636.15			3/4/2014	54,572.54			6,063.62
Streets	68,480.83			3/4/2014	61,632.75			6,848.08
Sidewalk & Signs	32,115.90			3/4/2014	28,904.31			3,211.59
Street Lights	12,960.00			3/4/2014	11,664.00			1,296.00
Fencing & Landscaping	-			3/4/2014	-			-
Record Drawings & GIS	4,730.00			3/4/2014	4,257.00			473.00
Other	-			3/4/2014	-			-
								-
								-
								-
								-
								-
Total	\$ 337,963.73		\$ -		\$304,167.36		\$ -	\$ 33,796.37

Total amount of bond release requested: **\$ 304,167.36**

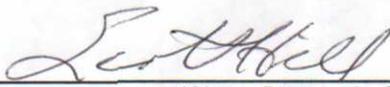
**APPROVAL AND ACCEPTANCE STATUS
OF THE SUBJECT SUBDIVISION IMPROVEMENTS:**

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


Public Works Director/ City Engineer

2-27-14
Date

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


Water Director's Signature

2-27-14
Date



Issue Paper

Item No. 4.3

Presenter/Submitted By:	Craig Calvert, Purchasing Manager	
Subject: Request approval to enter into a contract with Glover Landscape to provide landscape maintenance to parks, park strips and water facilities within the City	Meeting Date: March 4, 2014	
	Fiscal Impact: \$434,493.00	
	Funding Source: 10-64-300	
Background: <p>The City contracts for the landscape maintenance of city parks, park strips and water facilities. The last contract was for one contractor to maintain all areas. City Staff thought it would be better to have multiple contractors instead of one contractor. For that reason the City was divided into three areas. An invitation for bid has been issued and the tabulation is attached.</p> <p>The bid documents stated that the award of the contract would be made to the low contractor per area. If a contractor is low on more than one section, that contractor would be allowed to choose which section they would like and then the City would go to the next low bidder on the section(s) not chosen; however the City reserved the right to award more than one section or all sections to one contractor if necessary to stay within budget. Glover landscape was low bidder on area 1 and area 3. Glover then chose to maintain area 3. If the City chooses to go to the next low bidder it could cost more than \$40,000.00. Because of that, staff suggests awarding areas 1 and 3 to Glover Landscape. This would be a one year contract with four (4) one year renewal options.</p>		
Recommendation: <p>Staff's recommendation is to enter into a contract with Glover Landscape to provide landscape maintenance to parks, park strips and water facilities within the City.</p>		
Recommended Motion: <p>"I move the City Council approve <u>Resolution No. 14-21</u> – authorizing the City to contract with Glover Landscape to provide landscape maintenance to parks, park strips and water facilities within the City."</p>		

RIVERTON CITY, UTAH
RESOLUTION NO. 14-21

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A CONTRACT WITH GLOVER LANDSCAPE TO PROVIDE LANDSCAPE MAINTENANCE TO PARKS, PARK STRIPS AND WATER FACILITIES WITHIN THE CITY

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

WHEREAS, Riverton City contracts out the landscape maintenance of parks, park strips and water facilities.

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

1. Riverton City approves the execution of a contract with Glover Landscape to provide landscape maintenance to parks, park strips and water facilities within the City.
2. This resolution shall become effective upon passing.

PASSED AND ADOPTED by the City Council of Riverton, Utah this 4th day of March by the following vote:

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

RIVERTON CITY

[SEAL]

ATTEST:

Bill Applegarth, Mayor

Virginia Loader, MMC
City Recorder



Issue Paper

Item No. 4.4

Presenter/Submitted By:	Craig Calvert, Purchasing Manager	
Subject: Request approval to enter into a contract with Intermountain Plantings to provide landscape maintenance to parks, park strips and water facilities within the City	Meeting Date: March 4, 2014	
	Fiscal Impact: \$271,850.00	
	Funding Source: 10-64-300	
Background: The City contracts for the landscape maintenance of city parks, park strips and water facilities. The last contract was for one contractor to maintain all areas. City Staff thought it would be better to have multiple contractors instead of one contractor. For that reason the City was divided into three areas. An invitation for bid has been issued and the tabulation is attached. Intermountain Plantings was the low bidder on area 2. This would be a one year contract with four (4) one year renewal options.		
Recommendation: Staff's recommendation is to enter into a contract with Intermountain Plantings to provide landscape maintenance to parks, park strips and water facilities within the City.		
Recommended Motion: "I move the City Council approve <u>Resolution No. 14-22</u> - authorizing the City to contract with Intermountain Plantings to provide landscape maintenance to parks, park strips and water facilities within the City.		

RIVERTON CITY, UTAH
RESOLUTION NO. 14-22

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A CONTRACT WITH INTERMOUNTAIN PLANTINGS TO PROVIDE LANDSCAPE MAINTENANCE TO PARKS, PARK STRIPS AND WATER FACILITIES WITHIN THE CITY

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

WHEREAS, Riverton City contracts out the landscape maintenance of parks, park strips and water facilities.

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

1. Riverton City approves the execution of a contract with Intermountain Plantings to provide landscape maintenance to parks, park strips and water facilities within the City.
2. This resolution shall become effective upon passing.

PASSED AND ADOPTED by the City Council of Riverton, Utah this 4th day of March by the following vote:

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

RIVERTON CITY

[SEAL]

ATTEST:

Bill Applegarth, Mayor

Virginia Loader, MMC
City Recorder

Bid #CC14-284 Park & Parkstrip Maintenance			Clean Cut Property Maintenance		Intermountain Plantings		RBI		Glover	
Area 1	Quant.	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Base Bid:	1	Lot	170,000.00	170,000.00	143,335.00	143,335.00	373,400.00	373,400.00	129,354.00	129,354.00
Per hour fee for Sprinkler Repair:	2500	Hr	40.00	100,000.00	38.00	95,000.00	45.00	112,500.00	38.00	95,000.00
Total				270,000.00		238,335.00		485,900.00		224,354.00
The following are to be used to make adjustments to the contract(increases or decreases)										
Per acre price for park maintenance:	15	Acre	2,100.00	31,500.00	2,255.00	33,825.00	5,200.00	78,000.00	2,195.00	32,925.00
Per square foot for park strip maintenance:	3000	SF	0.14	420.00	0.10	300.00	0.25	750.00	0.145	435.00
Square acre price for aerating parks as needed:	1	Acre	120.00	120.00	45.00	45.00	350.00	350.00	120.00	120.00
Square foot price for aerating park strips as needed:	100	SF	0.01	0.70	0.05	5.00	0.02	2.00	0.007	0.70
Square foot price for water facilities that weed spraying is allowed:	100	SF	0.15	15.00	0.03	3.00	0.01	1.00	0.015	1.50
Square foot price for water facilities that weed spraying is not allowed and has no lawn and irrigation:	100	SF	0.15	15.00	0.19	19.00	0.02	2.00	0.002	0.20
Overall Total				302,070.70		272,532.00		565,005.00		257,836.40

Area 2	Quant.	Unit	Unit Price	Amount						
Base Bid:	1	Lot	239,000.00	239,000.00	176,850.00	176,850.00	454,600.00	454,600.00	190,784.00	190,784.00
Per hour fee for Sprinkler Repair:	2500	Hr	40.00	100,000.00	38.00	95,000.00	45.00	112,500.00	38.00	95,000.00
Total				339,000.00		271,850.00		567,100.00		285,784.00
The following are to be used to make adjustments to the contract(increases or decreases)										
Per acre price for park maintenance:	15	Acre	2,100.00	31,500.00	2,273.00	34,095.00	5,200.00	78,000.00	2,195.00	32,925.00
Per square foot for park strip maintenance:	3000	SF	0.14	420.00	0.17	510.00	0.30	900.00	0.145	435.00
Square acre price for aerating parks as needed:	1	Acre	120.00	120.00	45.00	45.00	350.00	350.00	120.00	120.00
Square foot price for aerating park strips as needed:	100	SF	0.01	0.70	0.05	5.00	0.02	2.00	0.007	0.70
Square foot price for water facilities that weed spraying is allowed:	100	SF	0.15	15.00	0.03	3.00	0.01	1.00	0.015	1.50
Square foot price for water facilities that weed spraying is not allowed and has no lawn and irrigation:	100	SF	0.15	15.00	0.19	19.00	0.02	2.00	0.002	0.20
Overall Total				371,070.70		306,527.00		646,355.00		319,266.40

Area 3	Quant.	Unit	Unit Price	Amount						
Base Bid:	1	Lot	119,976.00	119,976.00	151,615.00	151,615.00	355,300.00	355,300.00	115,139.00	115,139.00
Per hour fee for Sprinkler Repair:	2500	Hr	40.00	100,000.00	38.00	95,000.00	45.00	112,500.00	38.00	95,000.00
Total				219,976.00		246,615.00		467,800.00		210,139.00
The following are to be used to make adjustments to the contract(increases or decreases)										
Per acre price for park maintenance:	15	Acre	2,100.00	31,500.00	2,857.00	42,855.00	5,200.00	78,000.00	2,195.00	32,925.00
Per square foot for park strip maintenance:	3000	SF	0.14	420.00	0.22	660.00	0.40	1,200.00	0.145	435.00
Square acre price for aerating parks as needed:	1	Acre	120.00	120.00	45.00	45.00	350.00	350.00	120.00	120.00
Square foot price for aerating park strips as needed:	100	SF	0.01	0.70	0.05	5.00	0.02	2.00	0.007	0.70
Square foot price for water facilities that weed spraying is allowed:	100	SF	0.15	15.00	0.03	3.00	0.01	1.00	0.015	1.50
Square foot price for water facilities that weed spraying is not allowed and has no lawn and irrigation:	100	SF	0.15	15.00	0.19	19.00	0.02	2.00	0.002	0.20
Overall Total				252,046.70		290,202.00		547,355.00		243,621.40



Issue Paper

Item No. 4.5

Presenter/Submitted By:	Ryan Carter, City Attorney	
Subject: Approve a resolution authorizing the execution of a Statement of Agreement and Facility Agreements between the City and Jordan School District Board of Education for use of facilities within Jordan District as shelters in an emergency/disaster.	Meeting Date: March 4, 2014	
	Fiscal Impact: N/A	
	Funding Source: N/A	
Background: <p>The Jordan School District Board of Education is authorized to permit Riverton City to use school district buildings, grounds, and equipment in providing emergency services to individuals and families who are victims of disaster.</p> <p>A Statement of Agreement and the related Facilities Agreements were originally provided to the City by the Jordan School District. Upon Review, the City Attorney noted that the agreement required prior review and approval by the District of any changes made to school property which were necessary to facilitate emergency management. Such a requirement is perfectly understandable; however, a review/approval stage in the context of an emergency will cause delay to City as it manages emergency operations and supplies.</p> <p>During negotiation, the City Attorney offered an amendment to the Agreement which was intended exempt the installation of fencing from an advance review/approval process, but left intact language which would require the City to restore school fencing and school property to its original condition, at City expense. Representatives of the District refused to agree to this proposed amendment. The City Attorney recognizes that the City is not in a bargaining position to compel any concessions from the District and appreciates the willingness of the District to offer use of school properties during an emergency. Thus, this is the best deal we can arrange in advance of an emergency, and no comparable facilities are available in the City to stage emergency management operations. City staff accordingly will recommend approval.</p> <p>In addition to the Statement of Agreement, the Jordan School District requires a Facility Agreement for each building location the City desires to use. A separate Facility Agreement has been prepared along with the Statement of Agreement and sets forth the rights, duties and obligations of each of the parties.</p>		

Recommendation:

Ideally, the Agreement should contain the amendment offered by the City Attorney, or some related version of the same. However we cannot require the District to include this language. In the absence of the amendment, City staff still supports execution of the agreement and provides a proposed motion for approval.

Recommended Motion:

“I move the City Council approve Resolution No. 14-23, approving the execution of a Statement of Agreement and various Facility Agreements with the Jordan School District Board of Education for use of facilities within the Jordan School District as shelters in an emergency/disaster.”

RIVERTON CITY, UTAH
RESOLUTION NO. 14-23

A RESOLUTION APPROVING A STATEMENT OF AGREEMENT FOR THE USE OF JORDAN SCHOOL DISTRICT FACILITIES AS EMERGENCY/DISASTER SHELTERS; AND APPROVING FACILITY AGREEMENTS FOR EACH OF THE FOLLOWING SCHOOLS: RIVERTON ELEMENTARY, ROSAMOND ELEMENTARY, MIDAS CREEK ELEMENTARY, ROSE CREEK ELEMENTARY, SOUTHLAND ELEMENTARY, RIVERTON HIGH SCHOOL, OQUIRRH HILLS MIDDLE SCHOOL AND SOUTH HILLS MIDDLE SCHOOL

WHEREAS, Riverton City (the “City”) is empowered under Utah law to declare local emergencies and respond with City resources to manage any given local emergency; and

WHEREAS, the City has identified several school facilities owned by the Jordan School District (the “District”) which could serve as suitable locations to stage emergency response operations; and

WHEREAS, the District is authorized to permit the “City” to use school district buildings, grounds, and equipment (“Facilities”) in providing emergency services to individuals and families who are victims of disaster, and agrees to cooperate with the City for such purposes; and

WHEREAS, the parties mutually desire to reach an understanding that will result in making the facilities of the District available to the City of the purpose of staging emergency response operations; and

WHEREAS, agreements have been prepared for execution by and between the City and the District, entitled “Statement of Agreement” and “Facility Agreement,” set forth the rights, duties and obligations of each of the parties with respect thereto; and

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

1. The Riverton City Council hereby approves a Statement of Agreement in substantially the form attached hereto Exhibit A for use of Jordan School District Facilities as emergency/disaster shelters.
2. The Riverton City Council further approves a Facility Agreement in substantially the form attached hereto as Exhibit B for each of the following schools:
 - a. Riverton Elementary
 - b. Rosamond Elementary
 - c. Midas Creek Elementary
 - d. Rose Creek Elementary
 - e. Southland Elementary

- f. Riverton High School
- g. Oquirrh Hills Middle School
- h. South Hills Middle School

3. All documents to be executed by the Mayor pursuant to this resolution shall first be approved as to legal form by the Riverton City Attorney. The Mayor is further authorized to refrain from executing any Facility Agreement approved herein until execution is timely, in light of an occurrence which is declared to be a local disaster.
4. The Resolution shall take effect immediately.

PASSED AND ADOPTED by the City Council of Riverton, Utah, this 4th day of March 2014, by the following vote:

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

RIVERTON CITY

[SEAL]

Bill Applegarth, Mayor

ATTEST:

Virginia Loader, MMC
City Recorder

**STATEMENT OF AGREEMENT
FOR THE USE OF JORDAN SCHOOL DISTRICT FACILITIES
AS EMERGENCY/DISASTER SHELTERS**

This agreement is made and entered into between the Jordan School District Board of Education, 7387 So. Campus View Drive, West Jordan, Utah, and the City of Riverton, 12830 South 1700 West, Riverton, Utah.

RECITALS

The Jordan School District Board of Education is authorized to permit the City of Riverton to use School District buildings, grounds, and equipment in providing emergency services to individuals and families who are victims of disaster, and agrees to cooperate with the City of Riverton for such purposes.

The parties hereto mutually desire to reach an understanding that will result in making the aforesaid facilities of Jordan School District available to the City of Riverton for the aforesaid use.

Now, therefore, it is mutually agreed between the parties as follows:

1. Jordan School District agrees that, after meeting its responsibilities to students/patrons, it will permit, to the extent of its ability and upon request by the City of Riverton, the use of its physical facilities by the City of Riverton as emergency/disaster shelters for the victims of disaster.
2. The City of Riverton agrees that it shall exercise reasonable care in the conduct of its activities in such facilities and further agrees to replace or reimburse Jordan School District for any foods or supplies that may be used by the City of Riverton in the conduct of its relief activities in said emergency/disaster shelters.
3. Notwithstanding any other agreements, the City of Riverton agrees to defend, hold harmless, and indemnify Jordan School District against any legal liability in respect to bodily injury, death, and property damage, arising from the negligence of the said the City of Riverton during its use of the property belonging to Jordan School District.
4. This agreement pertains only to the following Jordan School District Facilities, and requires a specific and authorized "Facility Agreement" for each building location. Without such separate "Facility Agreement," authorization for the City of Riverton use does not exist.
 - a. Riverton Elementary
13150 S. 1830 W.
Riverton, UT 84065
 - b. Rosamond Elementary
12195 S. 1975 W.
Riverton, UT 84065
 - c. Midas Creek Elementary
11901 S. Park Haven Lane
Riverton, UT 84096
 - d. Rose Creek Elementary
12812 S. 3600 W.
Riverton, UT 84065
 - e. Southland Elementary
12675 S. 2700 W.
Riverton, UT 84065
 - f. Riverton High School
12476 S. Silverwolf Way
Riverton, UT 84065
 - g. Oquirrh Hills Middle School
12949 S. 2700 W.
Riverton, UT 84065
 - h. South Hills Middle School
13508 S. 4000 W.
Riverton, UT 84065

Use of other facilities for these purposes is acceptable if circumstances require and both parties agree.

5. This agreement is valid for five (5) years from the date of authorization. However, this agreement may be terminated earlier with thirty (30) days notice in writing, to the other party.

In witness whereof, the Jordan School District Board of Education has caused this Agreement to be executed by its representative, and the City of Riverton has caused this agreement to be executed by its representative, said agreement to become effective and operative upon the fixing of the last signature hereto.

Bill Applegarth
Mayor
City of Riverton
12830 S. 1700 W.
Riverton, Utah 84065

D. Burke Jolley
Business Administrator
Jordan School District
7387 South Campus View Drive
West Jordan, Utah 84084

Date: _____

Date: _____

Attest:

Virginia Loader, Riverton City Recorder

APPROVED AS TO LEGAL FORM

Riverton City Attorney

FACILITY AGREEMENT

Facility: Midas Creek Elementary
 11901 S. Park Haven Lane
 Riverton, UT 84065

This agreement is made and entered into between Jordan School District ("Owner/Operator") and the City of Riverton (the "City") (collectively the "Parties") in order to provide physical facilities to the City of Riverton for emergency/disaster shelters.

Owner/Operator agrees to:

1. Provide Midas Creek Elementary School (entire building, grounds, and parking lot), located at 11901 S. Park Haven Lane, Riverton, Utah ("Facility/Property"), for the sum of \$1.00 per day for each day the school and property are used. Owner/Operator agrees to provide the City with five (5) days written notice should Owner/Operator need to terminate this agreement for any reason.

2. Provide support to access appropriate telecommunications resources. The installation, maintenance, and removal costs of radios, telephones, and related automation equipment will be borne by the City, unless specified otherwise: N/A

3. Provide support to access utilities and other resources. The City will be responsible for the cost of the following utilities, on a prorated basis, for utilities actually used during the Term: Water ✓, Electricity ✓, Gas ✓, Furnishings ✓, Other: . These other costs are further specified as: N/A

4. A separate agreement must be executed between the Parties for use and/or reimbursement for any other Owner/Operator services, including, but not limited to, personnel.

The City of Riverton agrees:

1. The Facility/Property will be returned to the Owner/Operator in the same condition as it was when occupied/acquired. Normal wear and tear is considered to be the responsibility of the Owner/Operator.

2. The City agrees to defend, hold harmless, and indemnify the Owner/Operator against any legal liability in respect to bodily injury, death and property damage to the extent arising from the sole negligence of the City during its use under this agreement of the property belonging to the Owner/Operator.

3. The City recognizes that the Owner/Operator will provide a limited number of staff at the facility to assist with facility needs. The City agrees to reimburse the Owner/Operator for all salary and benefit costs for the Owner/Operator staff assisting at the facility.

Both Parties agree to the following:

1. No modifications or changes will be made to the Facility/Property by the City without the express written approval of the Owner/Operator.

2. Prior to occupancy, representatives of both Parties will inspect the Facility/Property and will note any discrepancies and/or concerns and attach that document to this agreement as "Attachment 1."

3. Prior to vacating the Facility/Property, representatives of both Parties will again inspect the Facility/Property to note any discrepancies and/or concerns and attach that document to this

agreement as "Attachment 2." Normal wear and tear is considered to be the responsibility of the Owner/Operator.

- 4. No food or supplies will be provided by the Owner/Operator.
- 5. Prior to vacating the Facility/Property, representatives of both Parties will document the food and supplies used by the City. The City agrees to replace or reimburse Owner/Operator for any foods or supplies that may be used by the City in the conduct of its relief activities in said Facility/Property.
- 6. Other provisions as follows: _____

- 7. Contact persons/agents for both Parties are identified as follows: (Additional contact information may be included on a separate page and attached to this agreement.)

City of Riverton representative: Bill Applegarth, Mayor
Phone number: 801-208-3129

If unavailable, Riverton City's alternate representative is: Lance Blackwood, City Manager
Phone number: 801-208-3125

Owner/Operator representative: John Taylor
Administrator of Auxiliary Services
Phone number: 801-567-8751 (office)
Phone number: 801-381-2739 (cell)

The Parties, acting through their duly authorized officers, have executed this agreement as of the effective date.

CITY OF RIVERTON

JORDAN SCHOOL DISTRICT

By: _____
Bill Applegarth, Mayor

By: _____
D. Burke Jolley, Business Administrator

Date: _____

Date: _____

ATTEST:

Virginia Loader, Riverton City Recorder

APPROVED AS TO LEGAL FORM
_____ Riverton City Attorney

FACILITY AGREEMENT

Facility: Oquirrh Hills Middle School
 12949 S. 2700 W.
 Riverton, UT 84065

This agreement is made and entered into between Jordan School District (“Owner/Operator”) and the City of Riverton (the “City”) (collectively the “Parties”) in order to provide physical facilities to the City of Riverton for emergency/disaster shelters.

Owner/Operator agrees to:

1. Provide Oquirrh Hills Middle School (entire building, grounds, and parking lot), located at 12949 S. 2700 W., Riverton, Utah (“Facility/Property”), for the sum of \$1.00 per day for each day the school and property are used. Owner/Operator agrees to provide the City with five (5) days written notice should Owner/Operator need to terminate this agreement for any reason.

2. Provide support to access appropriate telecommunications resources. The installation, maintenance, and removal costs of radios, telephones, and related automation equipment will be borne by the City, unless specified otherwise: N/A

3. Provide support to access utilities and other resources. The City will be responsible for the cost of the following utilities, on a prorated basis, for utilities actually used during the Term: Water ✓, Electricity ✓, Gas ✓, Furnishings ✓, Other: . These other costs are further specified as: N/A

4. A separate agreement must be executed between the Parties for use and/or reimbursement for any other Owner/Operator services, including, but not limited to, personnel.

The City of Riverton agrees:

1. The Facility/Property will be returned to the Owner/Operator in the same condition as it was when occupied/acquired. Normal wear and tear is considered to be the responsibility of the Owner/Operator.

2. The City agrees to defend, hold harmless, and indemnify the Owner/Operator against any legal liability in respect to bodily injury, death and property damage to the extent arising from the sole negligence of the City during its use under this agreement of the property belonging to the Owner/Operator.

3. The City recognizes that the Owner/Operator will provide a limited number of staff at the facility to assist with facility needs. The City agrees to reimburse the Owner/Operator for all salary and benefit costs for the Owner/Operator staff assisting at the facility.

Both Parties agree to the following:

1. No modifications or changes will be made to the Facility/Property by the City without the express written approval of the Owner/Operator.

2. Prior to occupancy, representatives of both Parties will inspect the Facility/Property and will note any discrepancies and/or concerns and attach that document to this agreement as “Attachment 1.”

3. Prior to vacating the Facility/Property, representatives of both Parties will again inspect the Facility/Property to note any discrepancies and/or concerns and attach that document to this

agreement as "Attachment 2." Normal wear and tear is considered to be the responsibility of the Owner/Operator.

- 4. No food or supplies will be provided by the Owner/Operator.
- 5. Prior to vacating the Facility/Property, representatives of both Parties will document the food and supplies used by the City. The City agrees to replace or reimburse Owner/Operator for any foods or supplies that may be used by the City in the conduct of its relief activities in said Facility/Property.
- 6. Other provisions as follows: _____

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Phone number: 801-208-3125

Owner/Operator representative: John Taylor
Administrator of Auxiliary Services
Phone number: 801-567-8751 (office)
Phone number: 801-381-2739 (cell)

The Parties, acting through their duly authorized officers, have executed this agreement as of the effective date.

CITY OF RIVERTON

JORDAN SCHOOL DISTRICT

By: _____
Bill Applegarth, Mayor

By: _____
D. Burke Jolley, Business Administrator

Date: _____

Date: _____

ATTEST:

Virginia Loader, Riverton City Recorder

APPROVED AS TO LEGAL FORM

Riverton City Attorney

FACILITY AGREEMENT

Facility: Riverton Elementary
 13150 S. 1830 W.
 Riverton, UT 84065

This agreement is made and entered into between Jordan School District ("Owner/Operator") and the City of Riverton (the "City") (collectively the "Parties") in order to provide physical facilities to the City of Riverton for emergency/disaster shelters.

Owner/Operator agrees to:

1. Provide Riverton Elementary School (entire building, grounds, and parking lot), located at 13150 S. 1850 W., Riverton, Utah ("Facility/Property"), for the sum of \$1.00 per day for each day the school and property are used. Owner/Operator agrees to provide the City with five (5) days written notice should Owner/Operator need to terminate this agreement for any reason.

2. Provide support to access appropriate telecommunications resources. The installation, maintenance, and removal costs of radios, telephones, and related automation equipment will be borne by the City, unless specified otherwise: N/A

3. Provide support to access utilities and other resources. The City will be responsible for the cost of the following utilities, on a prorated basis, for utilities actually used during the Term: Water ✓, Electricity ✓, Gas ✓, Furnishings ✓, Other: . These other costs are further specified as: N/A

4. A separate agreement must be executed between the Parties for use and/or reimbursement for any other Owner/Operator services, including, but not limited to, personnel.

The City of Riverton agrees:

1. The Facility/Property will be returned to the Owner/Operator in the same condition as it was when occupied/acquired. Normal wear and tear is considered to be the responsibility of the Owner/Operator.

2. The City agrees to defend, hold harmless, and indemnify the Owner/Operator against any legal liability in respect to bodily injury, death and property damage to the extent arising from the sole negligence of the City during its use under this agreement of the property belonging to the Owner/Operator.

3. The City recognizes that the Owner/Operator will provide a limited number of staff at the facility to assist with facility needs. The City agrees to reimburse the Owner/Operator for all salary and benefit costs for the Owner/Operator staff assisting at the facility.

Both Parties agree to the following:

1. No modifications or changes will be made to the Facility/Property by the City without the express written approval of the Owner/Operator.

2. Prior to occupancy, representatives of both Parties will inspect the Facility/Property and will note any discrepancies and/or concerns and attach that document to this agreement as "Attachment 1."

3. Prior to vacating the Facility/Property, representatives of both Parties will again inspect the Facility/Property to note any discrepancies and/or concerns and attach that document to this

agreement as "Attachment 2." Normal wear and tear is considered to be the responsibility of the Owner/Operator.

- 4. No food or supplies will be provided by the Owner/Operator.
- 5. Prior to vacating the Facility/Property, representatives of both Parties will document the food and supplies used by the City. The City agrees to replace or reimburse Owner/Operator for any foods or supplies that may be used by the City in the conduct of its relief activities in said Facility/Property.
- 6. Other provisions as follows: _____

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Phone number: 801-208-3129

If unavailable, Riverton City's alternate representative is: Lance Blackwood, City Manager
Phone number: 801-208-3125

Owner/Operator representative: John Taylor
Administrator of Auxiliary Services
Phone number: 801-567-8751 (office)
Phone number: 801-381-2739 (cell)

The Parties, acting through their duly authorized officers, have executed this agreement as of the effective date.

CITY OF RIVERTON

JORDAN SCHOOL DISTRICT

By: _____
Bill Applegarth, Mayor

By: _____
D. Burke Jolley, Business Administrator

Date: _____

Date: _____

ATTEST:

Virginia Loader, Riverton City Recorder

APPROVED AS TO LEGAL FORM
_____ Riverton City Attorney

FACILITY AGREEMENT

Facility: Riverton High School
 12476 S. Silverwolf Way
 Riverton, UT 84065

This agreement is made and entered into between Jordan School District ("Owner/Operator") and the City of Riverton (the "City") (collectively the "Parties") in order to provide physical facilities to the City of Riverton for emergency/disaster shelters.

Owner/Operator agrees to:

1. Provide Riverton High School (entire building, grounds, and parking lot), located at 12476 S. Silverwolf Way, Riverton, Utah ("Facility/Property"), for the sum of \$1.00 per day for each day the school and property are used. Owner/Operator agrees to provide the City with five (5) days written notice should Owner/Operator need to terminate this agreement for any reason.

2. Provide support to access appropriate telecommunications resources. The installation, maintenance, and removal costs of radios, telephones, and related automation equipment will be borne by the City, unless specified otherwise: N/A

3. Provide support to access utilities and other resources. The City will be responsible for the cost of the following utilities, on a prorated basis, for utilities actually used during the Term: Water ✓, Electricity ✓, Gas ✓, Furnishings ✓, Other: . These other costs are further specified as: N/A

4. A separate agreement must be executed between the Parties for use and/or reimbursement for any other Owner/Operator services, including, but not limited to, personnel.

The City of Riverton agrees:

1. The Facility/Property will be returned to the Owner/Operator in the same condition as it was when occupied/acquired. Normal wear and tear is considered to be the responsibility of the Owner/Operator.

2. The City agrees to defend, hold harmless, and indemnify the Owner/Operator against any legal liability in respect to bodily injury, death and property damage to the extent arising from the sole negligence of the City during its use under this agreement of the property belonging to the Owner/Operator.

3. The City recognizes that the Owner/Operator will provide a limited number of staff at the facility to assist with facility needs. The City agrees to reimburse the Owner/Operator for all salary and benefit costs for the Owner/Operator staff assisting at the facility.

Both Parties agree to the following:

1. No modifications or changes will be made to the Facility/Property by the City without the express written approval of the Owner/Operator.

2. Prior to occupancy, representatives of both Parties will inspect the Facility/Property and will note any discrepancies and/or concerns and attach that document to this agreement as "Attachment 1."

3. Prior to vacating the Facility/Property, representatives of both Parties will again inspect the Facility/Property to note any discrepancies and/or concerns and attach that document to this

agreement as "Attachment 2." Normal wear and tear is considered to be the responsibility of the Owner/Operator.

- 4. No food or supplies will be provided by the Owner/Operator.
- 5. Prior to vacating the Facility/Property, representatives of both Parties will document the food and supplies used by the City. The City agrees to replace or reimburse Owner/Operator for any foods or supplies that may be used by the City in the conduct of its relief activities in said Facility/Property.
- 6. Other provisions as follows: _____

- 7. Contact persons/agents for both Parties are identified as follows: (Additional contact information may be included on a separate page and attached to this agreement.)

City of Riverton representative: Bill Applegarth, Mayor
Phone number: 801-208-3129

If unavailable, Riverton City's alternate representative is: Lance Blackwood, City Manager
Phone number: 801-208-3125

Owner/Operator representative: John Taylor
Administrator of Auxiliary Services
Phone number: 801-567-8751 (office)
Phone number: 801-381-2739 (cell)

The Parties, acting through their duly authorized officers, have executed this agreement as of the effective date.

CITY OF RIVERTON

JORDAN SCHOOL DISTRICT

By: _____
Bill Applegarth, Mayor

By: _____
D. Burke Jolley, Business Administrator

Date: _____

Date: _____

ATTEST:

Virginia Loader, Riverton City Recorder

APPROVED AS TO LEGAL FORM

Riverton City Attorney

FACILITY AGREEMENT

Facility: Rosamond Elementary
 12195 S. 1975 W.
 Riverton, UT 84065

This agreement is made and entered into between Jordan School District (“Owner/Operator”) and the City of Riverton (the “City”) (collectively the “Parties”) in order to provide physical facilities to the City of Riverton for emergency/disaster shelters.

Owner/Operator agrees to:

1. Provide Rosamond Elementary School (entire building, grounds, and parking lot), located at 12195 S. 1975 W., Riverton, Utah (“Facility/Property”), for the sum of \$1.00 per day for each day the school and property are used. Owner/Operator agrees to provide the City with five (5) days written notice should Owner/Operator need to terminate this agreement for any reason.

2. Provide support to access appropriate telecommunications resources. The installation, maintenance, and removal costs of radios, telephones, and related automation equipment will be borne by the City, unless specified otherwise: N/A

3. Provide support to access utilities and other resources. The City will be responsible for the cost of the following utilities, on a prorated basis, for utilities actually used during the Term: Water ✓, Electricity ✓, Gas ✓, Furnishings ✓, Other: . These other costs are further specified as: N/A

4. A separate agreement must be executed between the Parties for use and/or reimbursement for any other Owner/Operator services, including, but not limited to, personnel.

The City of Riverton agrees:

1. The Facility/Property will be returned to the Owner/Operator in the same condition as it was when occupied/acquired. Normal wear and tear is considered to be the responsibility of the Owner/Operator.

2. The City agrees to defend, hold harmless, and indemnify the Owner/Operator against any legal liability in respect to bodily injury, death and property damage to the extent arising from the sole negligence of the City during its use under this agreement of the property belonging to the Owner/Operator.

3. The City recognizes that the Owner/Operator will provide a limited number of staff at the facility to assist with facility needs. The City agrees to reimburse the Owner/Operator for all salary and benefit costs for the Owner/Operator staff assisting at the facility.

Both Parties agree to the following:

1. No modifications or changes will be made to the Facility/Property by the City without the express written approval of the Owner/Operator.

2. Prior to occupancy, representatives of both Parties will inspect the Facility/Property and will note any discrepancies and/or concerns and attach that document to this agreement as “Attachment 1.”

3. Prior to vacating the Facility/Property, representatives of both Parties will again inspect the Facility/Property to note any discrepancies and/or concerns and attach that document to this

agreement as "Attachment 2." Normal wear and tear is considered to be the responsibility of the Owner/Operator.

- 4. No food or supplies will be provided by the Owner/Operator.
- 5. Prior to vacating the Facility/Property, representatives of both Parties will document the food and supplies used by the City. The City agrees to replace or reimburse Owner/Operator for any foods or supplies that may be used by the City in the conduct of its relief activities in said Facility/Property.
- 6. Other provisions as follows: _____

- 7. Contact persons/agents for both Parties are identified as follows: (Additional contact information may be included on a separate page and attached to this agreement.)

City of Riverton representative: Bill Applegarth, Mayor
Phone number: 801-208-3129

If unavailable, Riverton City's alternate representative is: Lance Blackwood, City Manager
Phone number: 801-208-3125

Owner/Operator representative: John Taylor
Administrator of Auxiliary Services
Phone number: 801-567-8751 (office)
Phone number: 801-381-2739 (cell)

The Parties, acting through their duly authorized officers, have executed this agreement as of the effective date.

CITY OF RIVERTON

JORDAN SCHOOL DISTRICT

By: _____
Bill Applegarth, Mayor

By: _____
D. Burke Jolley, Business Administrator

Date: _____

Date: _____

ATTEST:

Virginia Loader, Riverton City Recorder

APPROVED AS TO LEGAL FORM
_____ Riverton City Attorney

FACILITY AGREEMENT

Facility: Rose Creek Elementary
 12812 S. 3600 W.
 Riverton, UT 84065

This agreement is made and entered into between Jordan School District ("Owner/Operator") and the City of Riverton (the "City") (collectively the "Parties") in order to provide physical facilities to the City of Riverton for emergency/disaster shelters.

Owner/Operator agrees to:

1. Provide Rose Creek Elementary School (entire building, grounds, and parking lot), located at 12812 S. 3600 W., Riverton, Utah ("Facility/Property"), for the sum of \$1.00 per day for each day the school and property are used. Owner/Operator agrees to provide the City with five (5) days written notice should Owner/Operator need to terminate this agreement for any reason.

2. Provide support to access appropriate telecommunications resources. The installation, maintenance, and removal costs of radios, telephones, and related automation equipment will be borne by the City, unless specified otherwise: N/A

3. Provide support to access utilities and other resources. The City will be responsible for the cost of the following utilities, on a prorated basis, for utilities actually used during the Term: Water ✓, Electricity ✓, Gas ✓, Furnishings ✓, Other: . These other costs are further specified as: N/A

4. A separate agreement must be executed between the Parties for use and/or reimbursement for any other Owner/Operator services, including, but not limited to, personnel.

The City of Riverton agrees:

1. The Facility/Property will be returned to the Owner/Operator in the same condition as it was when occupied/acquired. Normal wear and tear is considered to be the responsibility of the Owner/Operator.

2. The City agrees to defend, hold harmless, and indemnify the Owner/Operator against any legal liability in respect to bodily injury, death and property damage to the extent arising from the sole negligence of the City during its use under this agreement of the property belonging to the Owner/Operator.

3. The City recognizes that the Owner/Operator will provide a limited number of staff at the facility to assist with facility needs. The City agrees to reimburse the Owner/Operator for all salary and benefit costs for the Owner/Operator staff assisting at the facility.

Both Parties agree to the following:

1. No modifications or changes will be made to the Facility/Property by the City without the express written approval of the Owner/Operator.

2. Prior to occupancy, representatives of both Parties will inspect the Facility/Property and will note any discrepancies and/or concerns and attach that document to this agreement as "Attachment 1."

3. Prior to vacating the Facility/Property, representatives of both Parties will again inspect the Facility/Property to note any discrepancies and/or concerns and attach that document to this

agreement as "Attachment 2." Normal wear and tear is considered to be the responsibility of the Owner/Operator.

- 4. No food or supplies will be provided by the Owner/Operator.
- 5. Prior to vacating the Facility/Property, representatives of both Parties will document the food and supplies used by the City. The City agrees to replace or reimburse Owner/Operator for any foods or supplies that may be used by the City in the conduct of its relief activities in said Facility/Property.
- 6. Other provisions as follows: _____

7. Contact persons/agents for both Parties are identified as follows: (Additional contact information may be included on a separate page and attached to this agreement.)

City of Riverton representative: Bill Applegarth, Mayor
Phone number: 801-208-3129

If unavailable, Riverton City's alternate representative is: Lance Blackwood, City Manager
Phone number: 801-208-3125

Owner/Operator representative: John Taylor
Administrator of Auxiliary Services
Phone number: 801-567-8751 (office)
Phone number: 801-381-2739 (cell)

The Parties, acting through their duly authorized officers, have executed this agreement as of the effective date.

CITY OF RIVERTON

JORDAN SCHOOL DISTRICT

By: _____
Bill Applegarth, Mayor

By: _____
D. Burke Jolley, Business Administrator

Date: _____

Date: _____

ATTEST:

Virginia Loader, Riverton City Recorder

APPROVED AS TO LEGAL FORM
_____ Riverton City Attorney

FACILITY AGREEMENT

Facility: South Hills Middle School
 13508 S. 4000 W.
 Riverton, UT 84065

This agreement is made and entered into between Jordan School District ("Owner/Operator") and the City of Riverton (the "City") (collectively the "Parties") in order to provide physical facilities to the City of Riverton for emergency/disaster shelters.

Owner/Operator agrees to:

1. Provide South Hills Middle School (entire building, grounds, and parking lot), located at 13508 S. 4000 W., Riverton, Utah ("Facility/Property"), for the sum of \$1.00 per day for each day the school and property are used. Owner/Operator agrees to provide the City with five (5) days written notice should Owner/Operator need to terminate this agreement for any reason.

2. Provide support to access appropriate telecommunications resources. The installation, maintenance, and removal costs of radios, telephones, and related automation equipment will be borne by the City, unless specified otherwise: N/A

3. Provide support to access utilities and other resources. The City will be responsible for the cost of the following utilities, on a prorated basis, for utilities actually used during the Term: Water ✓, Electricity ✓, Gas ✓, Furnishings ✓, Other: . These other costs are further specified as: N/A

4. A separate agreement must be executed between the Parties for use and/or reimbursement for any other Owner/Operator services, including, but not limited to, personnel.

The City of Riverton agrees:

1. The Facility/Property will be returned to the Owner/Operator in the same condition as it was when occupied/acquired. Normal wear and tear is considered to be the responsibility of the Owner/Operator.

2. The City agrees to defend, hold harmless, and indemnify the Owner/Operator against any legal liability in respect to bodily injury, death and property damage to the extent arising from the sole negligence of the City during its use under this agreement of the property belonging to the Owner/Operator.

3. The City recognizes that the Owner/Operator will provide a limited number of staff at the facility to assist with facility needs. The City agrees to reimburse the Owner/Operator for all salary and benefit costs for the Owner/Operator staff assisting at the facility.

Both Parties agree to the following:

1. No modifications or changes will be made to the Facility/Property by the City without the express written approval of the Owner/Operator.

2. Prior to occupancy, representatives of both Parties will inspect the Facility/Property and will note any discrepancies and/or concerns and attach that document to this agreement as "Attachment 1."

3. Prior to vacating the Facility/Property, representatives of both Parties will again inspect the Facility/Property to note any discrepancies and/or concerns and attach that document to this

agreement as "Attachment 2." Normal wear and tear is considered to be the responsibility of the Owner/Operator.

- 4. No food or supplies will be provided by the Owner/Operator.
- 5. Prior to vacating the Facility/Property, representatives of both Parties will document the food and supplies used by the City. The City agrees to replace or reimburse Owner/Operator for any foods or supplies that may be used by the City in the conduct of its relief activities in said Facility/Property.
- 6. Other provisions as follows: _____

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Phone number: 801-208-3125

Owner/Operator representative: John Taylor
Administrator of Auxiliary Services
Phone number: 801-567-8751 (office)
Phone number: 801-381-2739 (cell)

The Parties, acting through their duly authorized officers, have executed this agreement as of the effective date.

CITY OF RIVERTON

JORDAN SCHOOL DISTRICT

By: _____
Bill Applegarth, Mayor

By: _____
D. Burke Jolley, Business Administrator

Date: _____

Date: _____

ATTEST:

Virginia Loader, Riverton City Recorder

APPROVED AS TO LEGAL FORM
_____ Riverton City Attorney

FACILITY AGREEMENT

Facility: Southland Elementary
 12675 S. 2700 W.
 Riverton, UT 84065

This agreement is made and entered into between Jordan School District ("Owner/Operator") and the City of Riverton (the "City") (collectively the "Parties") in order to provide physical facilities to the City of Riverton for emergency/disaster shelters.

Owner/Operator agrees to:

1. Provide Southland Elementary School (entire building, grounds, and parking lot), located at 12675 S. 2700 W., Riverton, Utah ("Facility/Property"), for the sum of \$1.00 per day for each day the school and property are used. Owner/Operator agrees to provide the City with five (5) days written notice should Owner/Operator need to terminate this agreement for any reason.

2. Provide support to access appropriate telecommunications resources. The installation, maintenance, and removal costs of radios, telephones, and related automation equipment will be borne by the City, unless specified otherwise: N/A

3. Provide support to access utilities and other resources. The City will be responsible for the cost of the following utilities, on a prorated basis, for utilities actually used during the Term: Water ✓, Electricity ✓, Gas ✓, Furnishings ✓, Other: . These other costs are further specified as: N/A

4. A separate agreement must be executed between the Parties for use and/or reimbursement for any other Owner/Operator services, including, but not limited to, personnel.

The City of Riverton agrees:

1. The Facility/Property will be returned to the Owner/Operator in the same condition as it was when occupied/acquired. Normal wear and tear is considered to be the responsibility of the Owner/Operator.

2. The City agrees to defend, hold harmless, and indemnify the Owner/Operator against any legal liability in respect to bodily injury, death and property damage to the extent arising from the sole negligence of the City during its use under this agreement of the property belonging to the Owner/Operator.

3. The City recognizes that the Owner/Operator will provide a limited number of staff at the facility to assist with facility needs. The City agrees to reimburse the Owner/Operator for all salary and benefit costs for the Owner/Operator staff assisting at the facility.

Both Parties agree to the following:

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3. Prior to vacating the Facility/Property, representatives of both Parties will again inspect the Facility/Property to note any discrepancies and/or concerns and attach that document to this

agreement as "Attachment 2." Normal wear and tear is considered to be the responsibility of the Owner/Operator.

- 4. No food or supplies will be provided by the Owner/Operator.
- 5. Prior to vacating the Facility/Property, representatives of both Parties will document the food and supplies used by the City. The City agrees to replace or reimburse Owner/Operator for any foods or supplies that may be used by the City in the conduct of its relief activities in said Facility/Property.
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Phone number: 801-208-3129

If unavailable, Riverton City's alternate representative is: Lance Blackwood, City Manager
Phone number: 801-208-3125

Owner/Operator representative: John Taylor
Administrator of Auxiliary Services
Phone number: 801-567-8751 (office)
Phone number: 801-381-2739 (cell)

The Parties, acting through their duly authorized officers, have executed this agreement as of the effective date.

CITY OF RIVERTON

JORDAN SCHOOL DISTRICT

By: _____
Bill Applegarth, Mayor

By: _____
D. Burke Jolley, Business Administrator

Date: _____

Date: _____

ATTEST:

Virginia Loader, Riverton City Recorder

APPROVED AS TO LEGAL FORM
_____ Riverton City Attorney



Issue Paper

Item No. 8

Presenter/Submitted By:	Mayor Applegarth	
Subject: WORK SESSION	Meeting Date: March 4, 2014	
	Fiscal Impact:	
	Funding Source:	
<p>1. Draft 2014 Strategic Plan</p> <p>The Draft 2014 Strategic Plan has been sent to the Council Members for their review and discussion. Council changes will be made to the Strategic Plan and it will be presented for Final Approval at the Work Session on March 11, 2014.</p>		
<p>Recommendation:</p> <p>Review and discuss proposed changes to the 2014 Strategic Plan.</p>		
<p>Recommended Motion:</p> <p>N/A</p>		

Riverton City's 2014 Strategic Plan And Supporting Quantifiable Department Goals To be completed by December 31, 2014

Priority: Economic Development – Facilitate Balanced Economic Development with an emphasis on Economic Development Zones

- 1. Identify Riverton “capture rate” based on most current Tax Commission data**
Administration
 - Identify goals and timing for increasing the capture rate for specific underserved market segments
 - Create and implement a “Shop Riverton First” initiative
- 2. Report economic development information and activity to City Council on a monthly basis**
- 3. Identify economic development zones within the City and create specific plans to develop each zone to its highest potential**
- 4. Provide written analysis of existing restrictions on new automobile dealerships in Riverton including details of existing process and recommended actions**
- 5. Western Commercial District (WCD)**
Administration
 - Present findings of current market study to the City Council
 - Identify actions the Council can take to help facilitate projected development
 - Maintain protective vigilance for the WCD and prevent any development that compromises long-term WCD objectives

Priority: Community – Maintain the Riverton Sense of Community

- 1. Preserve valued traditions (pancake breakfast, Easter egg hunt, Santa visit, etc.)**
Parks & Recreation
 - Complete the budget and programming for the 2015 Sesquicentennial celebration
 - Add two new recreation events
- 2. Enhance outreach**
Public Works
 - Meet with property owners regarding the following City construction projects:
 - 4150 W 12600 S to Dutchman Lane sidewalk project
 - 4150 W 12600 S intersection project
 - 4150 W 12600 S to Riverton Boulevard road construction
 - Riverton Boulevard; 4570 W to Sunday Drive Road Construction

- 2700 W sidewalk project (north of Riverton High School)
- Update website monthly to provide information to public regarding construction projects
- Add GPS mapping of snow plowing, weed removal, and other maintenance activities to City website

Stormwater

- Meet with property owners regarding the following City construction projects:
 - 3600 W Detention Basin outfall project
 - Sweet Caroline Drive drainage project
 - 11951 S Lampton View drainage project
- Participate in at least five Stormwater service or outreach projects
- Provide Stormwater training:
 - Train 10 inspectors and contractors
 - Train 30 registered stormwater inspectors and SWPPP reviewers
 - Provide training at 10 preconstruction meetings
- Provide a voting member on the Utah Stormwater Committee
- Review management plan with Stormwater Utility Advisory Committee

Utility Billing

- Inform citizens about the availability of glass recycling and hazardous material disposal

3. Deliver personalized service to citizens/developers/employees

Finance

- Create utility billing customer applications and business license renewal forms in .pdf format to allow customers to complete forms and submit online

Water Department

- Provide water conservation tips to the public at least four times during calendar year

4. Manage software to track citizens' comments/complaints

Administration

- Respond to complaints in an average of four business days with an average resolution time of ten days
- Increase customer awareness regarding customer service tracking software by issuing quarterly reminders in the newsletter

5. Communication and community branding

Administration

- Develop comprehensive citizen outreach and communication plan utilizing social media
- Enhance City website to serve as primary information system for citizens as well as prospective and existing business owners
- Create a branding strategy to maximize positive exposure for citizens and potential business owners
- Develop staffing plan and budget to carry out objectives of communication and community branding

6. Enhance the beauty of the City

Administration

- Complete development agreement for land in Redwood Road South RDA east of Redwood

Parks & Recreation

- Complete the Rodeo Arena
- Complete the design for Trestle Lane corner (13400 S 2600 W)
- Create plan of action and budget for replacement of trees in City parks and City-owned park strips

Public Works / Engineering

- Construct Mountain View Park Phase III
- Control and maintain weeds in public ROW; log number and location of complaints
- Prune or remove trees in public ROW; log number and location of actions

Priority: Infrastructure and Transportation Enhancement

1. Improve capability of the City to manage and utilize culinary water supply including communication with the public

Water Department

- Renovate grounds at High Tank
- Clean 3-million gallon High Tank
- Complete required maintenance and repairs at Main Tank
- Exercise 30% of the distribution system's valves
- Paint two large meter vaults piping
- Preventative maintenance and cleaning of all culinary well electrical panels
- Analyze need to modify and/or complete second floor of Water Department Facility
- Upgrade onsite chlorine generation cells
- Change out the Maynard 1000-gallon fluoride tank

2. Improve capability of the City to manage and utilize secondary water supply including communication with the public

Water Department

- Construct secondary turnout to Zone 5 from the Blackridge pipeline
- Install one additional filter at the South Jordan Pump Station
- Remove silt from the 4200 W Pond
- Install heaters at five secondary well house locations
- Clean all secondary well electrical panels

3. Secure regional and local highway system funds to develop transit infrastructure in the Western Commercial District (WCD) and multi-year (10 yrs) project

Public Works

- Apply for Corridor Preservation Funds to purchase the Mascaros' property for 4150 W
- Apply for Corridor Preservation Funds to purchase ROW for Riverton Blvd from 4570 W to Sunday Drive

4. Improve Infrastructure throughout the City including cross-City connectivity

Water Department

- Complete final year of five-year meter change-out project

Public Works

- 4150 W 12600 S intersection project
- Complete the following curb/gutter/sidewalk construction projects:
 - 2700 W 12265 S to 12345 S sidewalk project
 - 4150 W 12600 S to Dutchman Lane sidewalk project
 - 1300 W 12600 S to 12800 S sidewalk/curb/gutter project
 - Redwood Road to 1300 W 12800 S sidewalk/curb/gutter project
- Complete the following curb/gutter/sidewalk maintenance projects:
 - Construct ADA ramps on Gilbert Drive
 - Grind down trip hazards and replace curb, gutter, and sidewalk in various locations City-wide
- Complete the following ROW purchases:
 - 4570 W roundabout at Riverton Boulevard
 - 4150 W 12600 S to Riverton Blvd Road Construction
 - Riverton Blvd; 4570 W to Sunday Drive Road Construction
- Complete the following road maintenance projects:
 - Crack seal 70 streets
 - Slurry seal 60 streets
 - 2-inch asphalt overlay 4 streets
 - 1-inch asphalt overlay on 13400 S from Redwood Road to Linda Marie
 - Mill and overlay 1300 W from 12600 S to 12830 S
 - Mill and overlay 12830 S from Redwood Road to 1300 W
 - Chip seal 1300 W from 11870 W to 12600 S
 - Re-stripe 125,000 linear ft of roadway; 150 arrows and letters; 12,000 ft of cross walks; and 50 speed bumps

Street Lighting

- Retrofit street lights on 12600 S to LED
- Refurbish street lights on 3600 W and retrofit to LED
- Install 12 street lights around the new City Park

Traffic Signals and Speed Control

- Install two electronic speed control signs on 3600 W approximately 12700 S and 11900 S
- Conduct five neighborhood speed studies
- Install a traffic signal at the intersection of 4150 W 12600 S

5. Implement a Stormwater Treatment System as required by the Environmental Protection Agency (EPA)

Stormwater

- Reconstruct storm drainage facilities at 2295 W 12770 S Riverton Village
- Construct the 3600 W detention basin outfall system
- Construct detention basin outfall safety modifications at 3508 W Chaminox Way
- Design and prepare for bid Sweet Caroline Drive drainage project

Priority: Public Safety - Improve the City's Capability to Manage and Respond to Emergencies

1. Integrate the many existing emergency plans that exist today into a single City emergency response plan

Public Works

- Develop and update Standard Operating Procedures (SOP) for each division of the PW Department

2. Implement comprehensive communications plan

Administration

- Develop protocol for emergency communication

3. Encourage employees as well as community to be personally prepared for emergencies

Recreation

- Complete the City's Continuity of Operations Plan (COOP)
- Senior staff will complete NIMS 100, 200, 700 training
- Conduct two table top exercises
 - One staff exercise
 - One Council/staff exercise

Priority: Financial Reporting & Compliance – Provide Accurate and Timely Reporting of Financial Data in the Spirit of Transparency and Full Disclosure

1. Develop and communicate long-term revenue strategy

Administration / Finance

- Complete updates to Transportation, Storm Water, and Parks & Open Space Impact Fee Facility Plans and related Impact Fees Analyses
- Complete Culinary Water Rate Study for three alternatives
- Place options for culinary water on November general election

2. Improve communications between Council, Staff, and Community regarding budget & financial reports

Administration / Finance

- Publish Annual Report Card
- Convene Audit Committee on a quarterly basis
- Expand Audit Committee to include a risk management component as well as financial

Finance / Human Resources

- Deliver quarterly Interim Financial Report including budget variance to Council
- Publish 2014 CAFR and PAFR reports
- Coordinate with Water Department and Purchasing to rollout inventory/materials management software
- Research requirements for the GFOA Distinguished Budget Award
- Perform internal audits on a quarterly basis
- Research and establish proper procedures to manage Department of Transportation requirements for Commercial Drivers' License holders
- Update job descriptions and organizational structures for two City departments

Priority: Safety and Risk Management – Create and Develop Risk Management and Safety Protocol for all City Operations

1. Initiate programs to implement and monitor safety and risk management

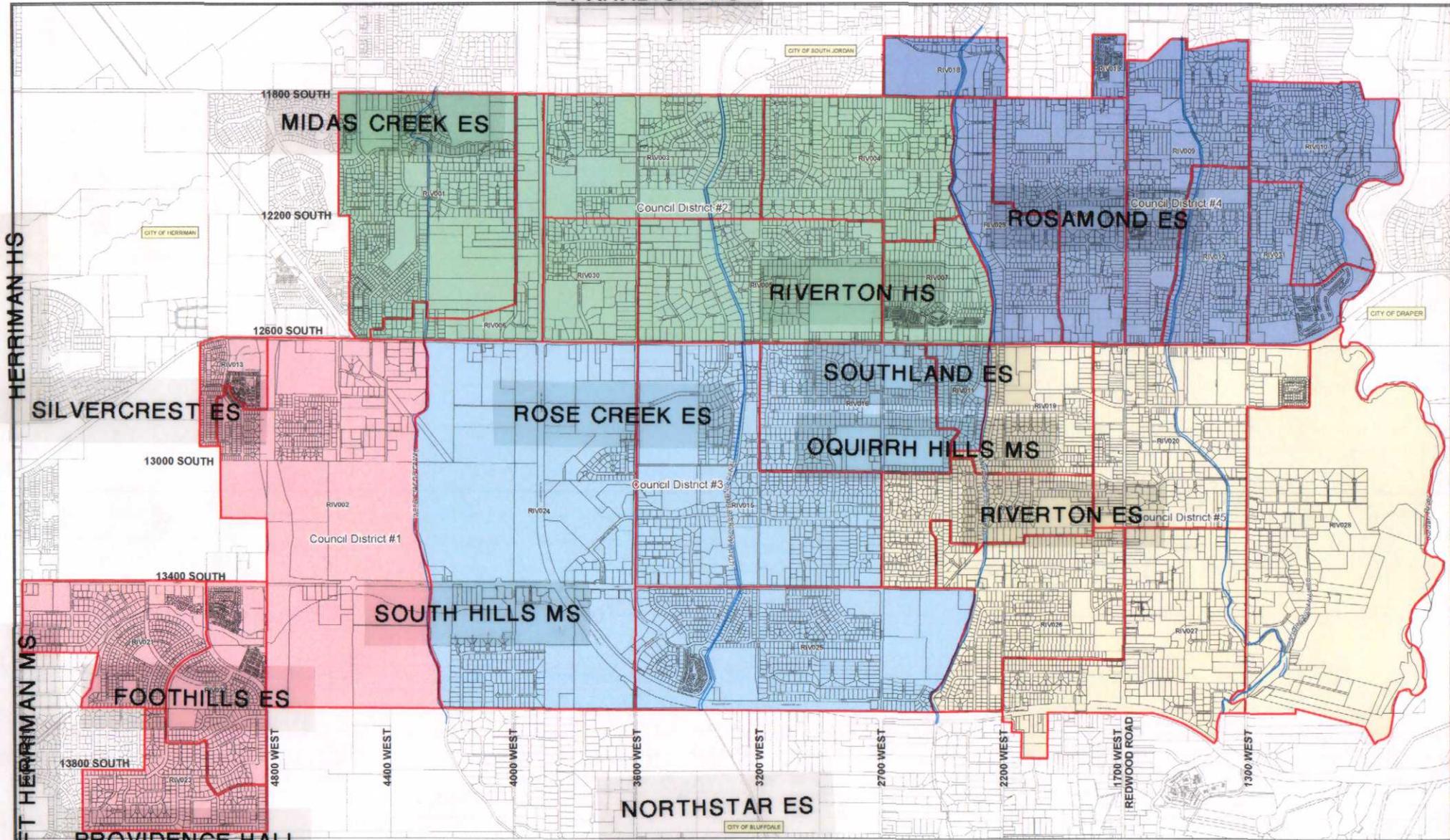
Attorney's Office

- Ensure practices are in place to keep OSHA recordable rate at or below recordable rate for local governments statewide
- Deliver brief safety tips or discussions at every City meeting including regular departmental staff meetings
- Apply for the Utah Local Governments Trust safety grant
- Update comprehensive Safety Manual

Risk Management

- Convene the Safety Committee on a monthly basis
- Meet with each department to inspect work areas, vehicles, equipment, and to observe employees
- Assess personal protective equipment (PPE) including employee utilization of provided PPE
- Conduct an audit of confined space entry records
- Ensure that all chemicals have a safety data sheet (SDS); audit chemical storage and labeling
- Train staff on how to perform and document job safety analyses (JSA) a/k/a safe work practices
- Provide quarterly reports to the Audit Committee regarding risk management and safety concerns

PARADIGM HS

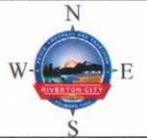


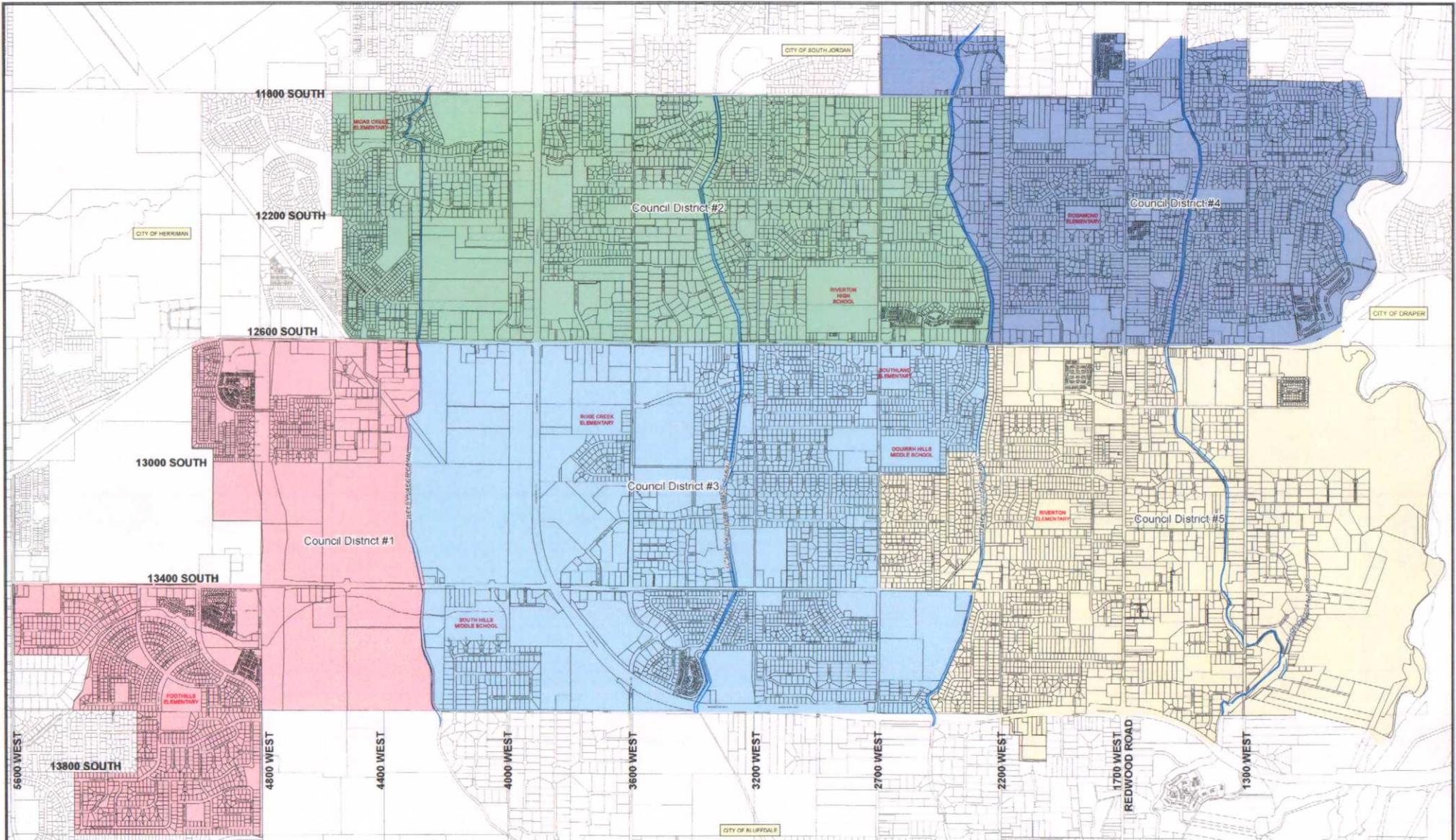
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Riverton City Recorder's Office

Riverton City Council Districts 2013





Riverton City
Recorder's Office

Riverton City Council Districts 2014

