



**RIVERDALE CITY COUNCIL AGENDA  
CIVIC CENTER - 4600 S. WEBER RIVER DR.  
TUESDAY – September 1, 2015**

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**5:30 p.m. – Work Session (City Council Conference Room)**

*No motions or decisions will be considered during this session, which is open to the public.*

**6:00 p.m. – Council Meeting (Council Chambers)**

**A. Welcome & Roll Call**

**B. Pledge of Allegiance**

**C. Moment of Silence**

**D. Open Communications**

(This is an opportunity to address the City Council regarding your concerns or ideas. Please try to limit your comments to three minutes.)

**E. Presentations and Reports**

1. Mayor's Report

a. Council Committee Assignment Reports

2. Update of the Proposed Plan to Clean-Up of Hill Air Force Base

*Presented by: Mark Loucks, with the Air Force Civil Engineer Center*

**F. Consent Items**

1. Review of meeting minutes from:

August 18, 2015 City Council Work Session

August 18, 2015 City Council Regular Session

August 25, 2015 Special City Council Meeting – Canvass Meeting

**G. Action Items**

1. Resolution 2015-28 for Graffiti Clean Up

*Presenter: Lieutenant Scott Brenkman*

2. Ordinance 871 amendments for Title 10, Chapter 16, 21 and 25

*Presenter: Mike Eggett, Community Development Director*

3. Consideration of Replacement Vehicle Purchases

*Presenter: Shawn Douglas, Public Works Director*

**H. Discretionary Items**

**I. Adjournment**

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

**Certificate of Posting**

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted within the Riverdale City limits on this 28<sup>th</sup> day of August, 2015 at the Riverdale City Hall Noticing Board, as well as the Riverdale City Community Center & Senior Center, and on the City website at <http://www.riverdalecity.com/>. A copy was also provided to the Standard-examiner on August 28, 2015.

Jackie Manning  
Riverdale City Recorder

**RIVERDALE CITY  
CITY COUNCIL AGENDA  
September 1, 2015**

**AGENDA ITEM: E2**

**SUBJECT:** The Revised Proposed Plan for the 1994 Agreement with Hill Air Force

**ACTION REQUESTED BY PETITIONER:** Information only

**INFORMATION:** We would like to provide an update at an upcoming Riverdale City Council meeting on the environmental clean-up work the Air Force has under way on the base and in Riverdale City. This update will include information about a Revised Proposed Plan that is currently available for public comment. Mark Loucks, with the Air Force Civil Engineer Center here at the base, will provide the presentation.

The Revised Proposed Plan recommends expanding a 1994 agreement the Air Force, the U.S. Environmental Protection Agency and the Utah Department of Environmental Quality signed for clean-up of Hill AFB Operable Unit 4 (OU 4). OU 4 is located along the northern boundary of Hill AFB and consists of two landfills on the base contaminated with the degreasing solvent trichloroethene (TCE) and a shallow TCE-contaminated groundwater plum that underlies portions of Hill AFB, Riverdale City and South Weber City. Additional information will be provided to the city at this meeting.

**[BACK TO AGENDA](#)**

**RIVERDALE CITY  
CITY COUNCIL AGENDA  
September 1, 2015**

**AGENDA ITEM: F1**

**SUBJECT:** Consideration of meeting minutes from:  
August 18, 2015 City Council Work Session  
August 18, 2015 City Council Regular Session  
August 25, 2015 Canvass Meeting

**PETITIONER:** City Recorder

**ACTION REQUESTED BY PETITIONER:** Approve minutes

**INFORMATION:** See attached minutes as follows:

[August 18, 2015 City Council Work Session](#)

[August 18, 2015 City Council Regular Session](#)

[August 25, 2015 Canvass Results Meeting](#)

**[BACK TO AGENDA](#)**

Minutes of the Work Session of the Riverdale City Council held Tuesday, August 18, 2015, at 5:35 PM, at the Civic Center in the Administrative Offices, 4600 S Weber River Dr., Riverdale City, Weber County, Utah.

**Present:** City Council: Norm Searle, Mayor  
Don Hunt, Councilor  
Braden Mitchell, Councilor  
Brent Ellis, Councilor  
Gary E. Griffiths, Councilor  
Michael Staten, Councilor

Excused: Rodger Worthen, City Administrator

City Employees: Steve Brooks, City Attorney  
Shawn Douglas, Public Works Director  
Jackie Manning, City Recorder

There were no members of the public present to this meeting.

Mayor Searle welcomed the Council Members stating for the record that all were in attendance. Mayor Searle excused City Administrator, Rodger Worthen, who is on vacation. He asked if anyone was aware of any open communications. The City Recorder informed the Mayor of Pastor Tim Henderson, for the Church of Integrity Christian Fellowship, who would like to make a public comment asking the Council to consider reducing or eliminating his building permit fees for his church. City Attorney, Steve Brooks arrived at 5:36 PM. Mr. Brooks stated the Council will need to consider their decision carefully as it will be setting a precedent for future requests of waiving fees. Councilor Hunt commented regarding the ability to receive your clergy certificate online, and expressed caution regarding setting a precedent to waive fees for churches. Mr. Brooks stated there has been speculation of the congregation meeting without having occupancy for the building from the City. As the use of the original building will be changing, the church will need to bring the building up to the current building codes and to the current ADA standards.

Mayor Searle stated House Bill 362 Transportation Funding passed unanimously and it will be on the general election ballot in the fall. There were 14 of 15 Weber County Cities that supported the bill. He encouraged the City Council members to become familiar with HB 362, specifically the UTA (Utah Transit Authority) portion. Mayor Searle informed the City Council of the extra City Council Meeting on August 25, 2015 which will be the official Canvass Meeting for the 2015 Primary Election that was held on August 11, 2015.

Mayor Searle stated Advanced Auto will have a ribbon cutting on Friday, August 28, 2015 at 11:00 AM, with the grand opening the following Saturday. The Mayor invited the City Council to attend and noted how nice the building looked.

There were no comments regarding the City Administration Report. Mayor Searle stated he will present the certificates for staff with anniversaries.

Mayor Searle discussed the consent items and invited meeting minute corrections. There were no corrections to the meeting minutes for the August 4, 2015 Regular and Work Session Meetings.

Mayor Searle discussed the first action item on the agenda, purchase of the John Deere tractor. Mr. Douglas stated they are looking forward to the purchase and discussed the state contract which allows for purchase back incentives through John Deere. The new tractor will replace an old 1985 model.

Mayor Searle discussed the second action item on the agenda, adoption of Riverdale City Sanitary Sewer System Management Plan. Mr. Douglas stated this requirement is a state mandate, once adopted, it will be made available for the state to review.

Mayor Searle invited discussion regarding the third and fourth action items, to which there were no questions or discussion.

Mayor Searle discussed the fifth action item regarding the approval for the City to assist Central Weber Sewer District to share cost for the rectification of the damaged Kayak Park water feature. The Mayor and City Administrator, Rodger Worthen, attended a meeting with Mark Allen, Chair of the Sewer Board. During this meeting the Sewer Board asked the City to assist in the repair of the Kayak Park, due to their participation in the original build out of the park. The engineer for the Sewer District felt the construction of the Kayak Park was partly to blame for the current issues. The original offer Mr. Worthen and the Mayor made to the Sewer District was 10 percent of the total cost. The Sewer District countered and asked if they would participate 40 percent due to the construction bid coming in lower than anticipated. Mayor Searle felt this would be a one-time repair participation from the City.

**Riverdale City Council Work Session Meeting, August 18, 2015**

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Councilor Griffiths noted the increase in complaints regarding the kayakers themselves and felt this repair would discourage kayaking and swimming, which would resolve those complaints. Mr. Douglas stated this repair would eliminate the kayak features and fix the channel to allow proper flow in the river, which would make the area safer.

There was a discussion regarding changing the signage of the area from Kayak Park to 4300 South. Some of the regular kayakers asked to meet with the Mayor and City Staff regarding the possibility of restoring the Kayak Park to its original features, but they never showed up to the scheduled meeting.

There was a discussion regarding the proposed 4400 South trail head over Interstate 15. The Mayor showed a site plan to the City Council. The bid for the trail should go out in December, with construction beginning as early as March.

Having no further business to discuss the Council adjourned at 5:59 PM to convene into their Regular City Council Meeting.

\_\_\_\_\_  
Norm Searle, Mayor

\_\_\_\_\_  
Jackie Manning, City Recorder

Date Approved: \_\_\_\_\_

DRAFT

## Riverdale City Council Regular Meeting, August 18, 2015

Minutes of the Regular Meeting of the Riverdale City Council held Tuesday, August 18, 2015, at 6:00 PM, at the Civic Center, 4600 S Weber River Dr., Riverdale City, Weber County, Utah.

**Present:**

City Council:	Norm Searle, Mayor		
	Don Hunt, Councilor		
	Braden Mitchell, Councilor		
	Brent Ellis, Councilor		
	Gary E. Griffiths, Councilor		
	Michael Staten, Councilor		
City Employees:	Steve Brooks, City Attorney		
	Shawn Douglas, Public Works Director		
	Dave Hansen, Police Chief		
	Matthew Hennessy, Interim Fire Chief		
	Jackie Manning, City Recorder		
Excused:	Rodger Worthen, City Administrator		
Visitors:	Charles Kerkvliet	David Kingsley	Kay James
	David Ermer	Dean Gallegos	Mike Albie
	Tim Henderson	Vicki Henderson	

### A. Meeting Called to Order

Mayor Searle called the meeting to order and welcomed all in attendance, including all Council Members. Mayor Searle stated for the record that all Councilors were in attendance. Mayor Searle excused City Administrator Rodger Worthen, who is on vacation.

### B. Pledge of Allegiance

Mayor Searle invited Councilor Griffiths to lead the Pledge of Allegiance.

### C. Moment of Silence

Mayor Searle called for a moment of silence and asked everyone to remember our police officers, fire fighters, U.S. Military service members, and members of the City Council as they make decisions this evening.

### D. Open Communications

Mayor Searle invited any member of the public with questions or concerns to address the Council and asked that they state their name and address for the record; and please keep their comments to approximately three minutes.

Charles Kerkvliet, 859 West 4300 South in Riverdale, Utah provided booklets for the Council Members regarding the progression of the different designs of the American Flag throughout American History. He expressed interest in putting a display of the flags as well as a plaque with their history on the island. The information would include the president connected with the change of the flag. He didn't have a cost estimate for this proposed project at this time. He has been meeting with Ogden Blue who will give them an estimate shortly. Ogden Blue has a new process which should help to prevent weather damage to the photographs and allow for longer preservation. He invited questions. Mayor Searle liked the idea, but questioned the cost of this new proposed project. Mr. Kerkvliet suggested making the photographs black and white to help reduce costs. He discussed the process of assembling the pictures and the materials in which they are made.

Tim Henderson, lives in South Weber City, Utah and is the Pastor for the Church of Integrity Christian Fellowship located on 1150 West Riverdale Road, Riverdale, Utah. Their church was previously located in Ogden and Ogden City moved the church to allow for a new school to be built in its place. He stated the church was once debt free prior to the mandated relocation by Ogden City. Mr. Henderson asked the City Council to consider reducing or eliminating the building permit fees. He stated they have already lost half of their congregation due to not having a church for the last 2 years. He felt the church would benefit the community of Riverdale. He expressed concern regarding the ever growing cost to remodel the building he purchased for the church. He indicated the remodel cost is more than the original purchase of the building.

Councilor Griffith asked about the current attendance for the church. Mr. Henderson replied they have about 20 members currently, but felt they could still do some good. He commented that there are people in the bible who accomplished great things with less people. He felt the church would bring peace to the community and offered extra prayers for the police officers and city staff. The goal of the church is to have a place of worship where everyone is welcome regardless of social or political status. He thanked the City Council for their consideration. The Mayor instructed

## Riverdale City Council Regular Meeting, August 18, 2015

70 City Staff to follow up with Pastor Henderson regarding this decision.  
71

### 72 **E. Presentations and Reports**

#### 73 **1. Mayors Report:**

74 Mayor Searle stated Grand Opening for Advanced Auto is August 28<sup>th</sup> with the ribbon cutting at 11 AM. The Mayor  
75 and City Staff have met with the district Manager for Advanced Auto and the city was told they were the largest shop in  
76 North America.  
77

78  
79 The Mayor reminded the Council of the special city council meeting on August 25, 2015 to approve the canvass. He  
80 noted the results will not be of public record until the meeting, per state statute.  
81

#### 82 **2. City Administration Report:**

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84 Mayor Searle recognized the employee anniversaries in the month of August, as seen in the packet. He presented  
85 awards to Kay James, Dean Gallegos, and Darin Ryan. He thanked the city staff for their service.  
86

### 87 **F. Consent Items**

88  
89 Mayor Searle asked for any changes to the City Council Work Session & Regular Meeting Minutes for the August 4,  
90 2015 Regular and Work Session City Council Meeting. There were no changes to the meeting minutes.  
91

92 **MOTION:** Councilor Hunt moved to approve the consent items including the City Council Meeting Minutes for the  
93 August 4, 2015 Regular and Work Session Meetings. Councilor Mitchell seconded the motion.  
94

95 Mayor Searle invited discussion regarding the motion. There was no discussion.  
96

97 **CALL THE QUESTION:** The motion passed unanimously.  
98

### 99 **G. Action Items**

#### 100 **1. Purchase of John Deere 544k Loader:**

101 Mr. Douglas reviewed the materials as seen in the City Council Packet. He stated this will replace the 1985 model,  
102 which has been sold. He discussed the state contract which allowed for purchase back incentives through John Deere.  
103 There was a general consensus the purchase appeared to be a good deal.  
104

105  
106 **MOTION:** Councilor Mitchell moved to approve the purchase of the John Deere 544k Loader for the amount not to  
107 exceed \$126,561. Councilor Ellis seconded the motion.  
108

109 Mayor Searle invited discussion regarding the motion. There was no discussion.  
110

111 **CALL THE QUESTION:** There was a roll call vote and Councilor Staten, Hunt, Griffiths, Ellis, and Mitchell all voted in  
112 favor. The motion passed unanimously.  
113

#### 114 **2. Adoption of Riverdale City Sanitary Sewer System Management Plan:**

115 Mr. Douglas summarized the executive summary which explained:  
116 The Utah Division of Water Quality has required cities to prepare and adopt a Sanitary Sewer Management Plan on or  
117 before September 30, 2015. Mr. Douglas prepared the submitted plan to meet the requirements of this rule. The plan  
118 outlines how the city will manage and maintain the Sewer System. It also details how we handle any backflow or spills in  
119 the future. He felt the City was currently doing a good job, but now they will have it in writing to meet the state  
120 requirement. The goal is to have sewers clean every 3 years; however, it should be noted that depending on the area  
121 there are some sewers that require more maintenance and are cleaned twice a year.  
122

123 **MOTION:** Councilor Hunt moved to approve the resolution 2015-25, a resolution adopting the Riverdale City Sanitary  
124 Sewer System Management Plan for all areas within the incorporated boundaries of Riverdale City. Councilor Mitchell  
125 seconded the motion.  
126

127 Mayor Searle invited discussion regarding the motion. There was no discussion.  
128

129 **CALL THE QUESTION:** There was a roll call vote and Councilor Hunt, Griffiths, Ellis, Mitchell, and Staten all voted in  
130 favor. The motion passed unanimously.  
131

#### 132 **3. Approval of the Inter-Local Agreement between cities in the Weber County Consortium to operate a Law 133 Enforcement Civil Disorder Unit known as the Ogden/Weber CDU:**

134 Dave Hansen, Police Chief, summarized the executive summary that explained:  
135 The consortium cities and agencies within Weber County, (Ogden, Roy, South Ogden, Riverdale, North Ogden, Weber  
136 County, Morgan County, Weber State, Harrisville and Pleasant View), have created a civil disorder unit. This unit is

## Riverdale City Council Regular Meeting, August 18, 2015

137 comprised of officers from each of the above jurisdictions. The Ogden/Weber CDU will support law enforcement agencies  
138 with responding to critical incidents within Weber County that deal with civil unrest or violent protests. The officers that are  
139 part of the Ogden/Weber CDU will receive specialized training in dealing with these types of situations and will provide a  
140 more cost effective way to deal with these types of situations if they should occur.

141 The goal is to help prevent riots and allow for support and extra equipment for civil disobedience. Mr. Hansen  
142 explained the City that requests the assistance will not have to bare all the costs. Equipment may need to be purchased, but  
143 he is hoping to utilize leftover grants from the Olympics. He clarified they would not need to go to the Council for additional  
144 funds.

145 Mr. Hansen stated they have begun training on the program with Officer Fuller, who will represent the entire police  
146 department. Officer Fuller will then train report back to the department and train his fellow officers. As far as Mr. Hansen  
147 knows, this is the first unit in Utah.

149 **MOTION:** Councilor Staten moved to approve the Interlocal Agreement between cities in the Weber County  
150 Consortium to operate a Law Enforcement Civil Disorder Unit known as the Ogden/Weber CDU as proposed. Councilor  
151 Hunt seconded the motion.

153 Mayor Searle invited discussion regarding the motion. There was no discussion.

155 **CALL THE QUESTION:** There was a roll call vote and Councilor Griffiths, Ellis, Mitchell, Staten, and Hunt all voted in  
156 favor. The motion passed unanimously.

#### 158 4. County Hazard Mitigation Plan:

159 Matthew Hennessy, the Interim Fire Chief, summarized an executive summary that explained:  
160 FEMA (Federal Emergency Management Agency) requires public comment to be given for all pre-incident mitigation plans  
161 before it will be approved. Once the 30 day public comment period has been met, the plan will be edited with the  
162 recommendations that are received. Next, the county plan will be submitted to the State and FEMA. Once this approval  
163 process has been completed, the final plan will be brought back for City approval. Once the plan is approved by FEMA,  
164 Riverdale City will be eligible to apply for grants related to rebuilding infrastructure and city buildings to current seismic  
165 code in the event of a declared disaster.

167 Mr. Hennessy explained this information is being updated to the new 2015 version. FEMA requires 30 days of  
168 comments. There will be a link on the City Website to leave comment regarding this information. There was no motion  
169 required for this item as it was for informational purposes only.

#### 171 5. Approval for City/Central Weber Sewer District to share cost for rectification of damaged Kayak Park Water 172 Feature:

173 Mayor Searle summarized an executive summary that explained:  
174 The City of Riverdale in July 2005 participated with Central Weber Sewer District to construct and provide a recreational  
175 feature along the Weber River. At that time the City provided \$46,000 to assist in the construction of the Kayak "wave"  
176 feature within the river. Since that time the Weber River through heavy flood water flows in 2011 destroyed the wave  
177 feature creating a hazardous area for people such as swimmers. Now the Sewer District and the City desire to reduce risk  
178 and potential liability by correcting the dangerous river condition.

180 Recently, the Sewer District issued a construction contract to "fill-in" the area of the kayak feature that is a hazard.  
181 The District is ultimately responsible to complete the project, and did award a contractor the work for a cost of \$85,000,  
182 well under the engineers cost estimate of \$160k. Recently, the manager of the Sewer District and the Chair of the Board  
183 approached Mayor Searle and the City Administrator to request participation from the City in the cost of construction. The  
184 Sewer District initially requested half of the cost, ultimately a proposed City participation amount of 40% was agreed upon;  
185 this joint participation would cost the City \$34,000. Candidly, the initial accommodation and construction of the Kayak  
186 feature by the City and Kayak enthusiasts placed the City into this present-day predicament. This support by the City  
187 needs to be discussed by the council and the City staff. Accordingly the staff will execute the direction as provided.

189 The District will complete the work at their direction. However, due to time constraints the City did not have adequate  
190 time to budget for support of this project that necessitates an expenditure from the City's capital fund in order to  
191 participate in resolving this liability concern.

193 City staff is requesting consideration and approval of the Sewer District proposal at the discretion of the City Council:

195 Below are some of the pros & cons of participating financially within this project.

#### 196 Cons:

- 197 - Unbudgeted expenditure
- 198 - May slightly impact or delay other City projects

#### 199 Pros:

- 200 - Reduces potential hazard liability for City
- 201 - Reduces negative land uses in the area of the river/trail-way
- 202 - Conveys positive relations to member Cities of the Sewer District
- 203 - Work is "part-of" or in concurrence with historical participation by Riverdale

Riverdale City Council Regular Meeting, August 18, 2015

- Construction cost was well under estimated expenditure

The work for this project may close portions of the trail-way temporarily and impact the parking lot. Work is scheduled to begin as soon as possible.

Mayor Searle explained the work on the repair began today, August 18, 2015 and should be completed within 30 days. It was noted that the same engineer that installed the Kayak Feature would be the same engineer repairing the damages. The engineer for the Weber Sewer District felt the City should participate in the repair cost because they provided funds for the original build out. There was speculation that had the City not allowed the Kayak feature to be built there may have not been damage to that area. Mayor Searle invited discussion.

There was discussion regarding the engineer's comments with an emphasis on whether or not the original installation of the feature may have been to blame for the damage. Councilor Mitchell inquired as to the balance of the capitol funds to which Mr. Douglas replied he did not know the exact amount. Mr. Douglas felt hopeful that other projects would bid at a lower amount allowing available funds to help this project. He stated it was possible they may not need the additional funds at all, otherwise they would have to do a year end adjustment.

There was a discussion regarding the possible liability the City may incur if the project did not move forward and the repairs not made. Mr. Brooks recommended the repair take place, and noted the liability may be large if it didn't take place. There was a discussion regarding the Weber Sewer District's history in raising fees and it was noted by Mr. Douglas the fees have been previously raised to meet the requirements of the state of Utah. The near future fees are anticipated to be minimal.

There was a discussion regarding the new design and it was noted the repair would eliminate the kayak appeal feature that created small waves. The new design would discourage kayaking and swimming. Mr. Brooks preference would be to remove the feature entirely. The Sewer District preferred to keep some of the feature as a means to protect the sewer line.

There was discussion on the PR issues that may arise if Riverdale City does not participate in the funding. There was a general consensus to have the item move forward as an official action item for a City Council Meeting in September. Councilor Hunt expressed concern regarding participation in the repair funds as it may set future precedents in future maintenance costs from the Sewer District.

H. Discretionary Items.

Councilor Ellis complimented the Public Works Department on the decision to use the different chip seal material on the road. Councilor Ellis reported on the West Nile Virus and noted there have been 22 positives confirmed cases of the West Nile Virus in the State of Utah. Councilor Ellis discussed the mosquito abatement protocol.

Councilor Staten stated the state approved the mobile access tour regarding the active transportation. The anticipated date is October 7<sup>th</sup> and he has been asked to put together the itinerary. The mobile tour will include a stop at the City Offices and he invited the Mayor to speak at the event. There bike ride will take place along the trail and in the bike lanes located in the streets. The ride will begin at the Front Runner and come into Riverdale City. He would like to end the tour at Johnny Dairy. He invited ideas from the members of the Council.

Mayor Searle discussed the booklet he received from Hill Air Force Base regarding the revised plan for the chemicals dumped on Craig Dale Subdivision. They had a meeting on August 12, 2015 at the Community Center in Riverdale. He didn't feel there was adequate time for the public or City Staff to attend this meeting, so he voiced his concern to Hill Air Force Base regarding the lack of notice. They agreed to make a presentation at the first City Council Meeting in September. He invited the Councilors to review the booklet. Councilor Griffiths discussed the new technology used to break down the chemicals. He expressed concerns with property owners allowing their homes open for testing.

I. Adjournment.

**MOTION:** Councilor Mitchell made a motion to adjourn. Councilor Ellis seconded the motion. All voted in favor. The meeting was adjourned at 7:14 PM.

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Norm Searle, Mayor

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Jackie Manning, Admin Professional

Date Approved: \_\_\_\_\_



RIVERDALE CITY COUNCIL-**Canvass Board Meeting**  
CIVIC CENTER - 4600 S. WEBER RIVER DR.  
TUESDAY –AUGUST 25 2015

Minutes of the **Canvass Board Meeting** of the **Riverdale City Council** held Tuesday,  
**August 25, 2015** at 5:30 PM at the Riverdale Civic Center, 4600 South Weber River Drive.

Members Present: Norm Searle, Mayor  
Braden Mitchell, Councilor  
Michael Staten, Councilor  
Brent Ellis, Councilor  
Gary E. Griffiths, Councilor - Appeared by conference call

City Staff: Rodger Worthen, City Administrator  
Steve Brooks, City Attorney  
Jackie Manning City Recorder

Excused: Don Hunt, Councilor

Others Present: Charles Kerkvliet David Leahy Stacey Haws  
Cody Hansen Steve Hilton David Gailey  
A reporter from the Standard Examiner.

**A. Welcome & Roll Call**

Mayor Searle called the meeting to order and welcomed all in attendance including all Council members.

**B. Pledge of Allegiance**

Mayor Searle invited Mr. Worthen, to lead the Pledge of Allegiance.

**C. Moment of Silence**

Mayor Searle called for a moment of silence, he asked everyone to remember our police officers, fire fighters, U.S. military service members, and members of the city council as they make decisions this evening.

**D. Open Communications**

Mayor Searle invited any member of the public with questions or concerns to address the Council and asked that they keep their comments to approximately three minutes.

Charles Kerkvliet, 859 W. 4300 S., Riverdale Utah, provided a quote regarding the flags of America. He received a quote from Ogden Blue and discussed the break-down of each cost. They reviewed the pictures that were becoming damaged which were considered in the total cost. The total cost would be approximately just over two thousand dollars.

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Mr. Kerkvliet noted there were funds presently available in the Veterans Fund held by the Senior Center, but requested additional funds from the City Council. He asked if it needed to be put on the regular agenda to be voted upon. His concern was the continuous growing cost of maintenance to keep the Veterans Memorial looking nice. He noted November 11<sup>th</sup> as Veterans Day and felt this project should be completed in honor of the holiday.

Councilor Ellis asked for the amount left in the veterans account. Mr. Kerkvliet confirmed it was \$3,243.90. Steve Brooks, City Attorney, stated no decisions may be made tonight as this item was not on the agenda. He also noted that there are rules when the City donates money and expressed caution. The Mayor mentioned possibly having this item on the next agenda and stated he will be in discussion with City Staff to determine the appropriate approach.

Dave Leahy, 864 W. 4300 S. Riverdale, Utah stated when they started the veterans memorial they received donations from the community and every tile sold was made a profit. He felt there were other ways to get more money in the funds such as a breakfast social. He expressed the need for immediate funds to help assist with future repairs.

**E. Action Item(s)**

**1. Consideration of Resolution 2015-26 canvassing, accepting and approving results of the Municipal Primary Election held on August 11, 2015.**

Jackie Manning, City Recorder and Election Official, presented the results to the City Council and the members present in the meeting. Below is a summation of those results:

Registered Voters 4161  
Number of Precincts 5  
Times Counted 1070/4161  
Percentage of Voters 25.7 %

**Total Votes 2930**

**Voting Results:**

Mitchell, Braden	615	20.99%
Arnold, Alan	415	14.16%
Haws, Stacey E.	318	10.85%
Hansen, Cody	363	12.39%
Herrick, Ember	399	13.62%
Hilton, Steve	356	12.15%
Hunt, Don	294	10.03%
Boots, Chris	170	5.80%

90	Total Ballots Mailed:	3,312
91	Ballots Returned and Counted:	1054
92	Ballots Returned Undeliverable:	125 (3.8%)
93	Ballots Not Counted:	16
94		
95	Reasons for not counting ballots:	
96	Late Postmark	4
97	Unsigned	3
98	Signature Didn't Match	8
99	Signed by Someone Else	1
100	<b>TOTAL</b>	<b>16</b>

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102         The following candidates received the 6 highest votes and will therefore move  
103 forward in the general election: Braden Mitchell, Alan Arnold, Ember Herrick, Cody  
104 Hansen, Steve Hilton and Stacey E. Haws.

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106         Ms. Manning informed the City Council she was contacted by Weber County  
107 Election officials who asked if the City would consider moving to the electronic voting  
108 machines for the general election. She was assured by Weber County that this would  
109 NOT cost the City anything additional. Weber County also agreed to provide an election  
110 officer for the City. She noted there will still be by mail ballots for the General Election.

111

112         Ms. Manning stated the Transportation Bill will be on this ballot as well. Mayor  
113 Searle read the state code 20A-3-309 which states: *the election officer may not release*  
114 *any results from those absentee ballots that are counted after the date of the election*  
115 *through the date of the canvass.*

116

117         Mayor Searle stated it is important to note that this is the first time the Council is  
118 seeing these results.

119

120         **Motion:**         Councilor Staten made a motion to approve and accept the  
121 resolution 2015-26 for the official canvassing results of the Municipal Primary  
122 Election that was held on August 11, 2015 for Riverdale City Utah. Councilor  
123 Ellis seconded the motion.

124

125         Mayor Searle invited discussion. There was no discussion.

126

127         **Call to Question:** The motion passed unanimously. There was a roll call vote.  
128 Councilor Ellis, Mitchell, Staten, Griffiths, and Mayor Searle all voted in favor.

129

130

131         Mayor Searle discussed the last meeting on August 18, 2015 and asked the  
132 Council Members to still consider the proposed Kayak repair. He also asked them to  
133 consider the trail head name change from Kayak Park to 4300 Trail Head or possibly

134 Bluff Trail, after Nancy Bluff.

135

136 **F. Adjournment.**

137 With no further business to come before the Council at this time, Councilor  
138 Mitchell moved to adjourn the Canvass Meeting. Councilor Ellis seconded the motion.  
139 The motion passed unanimously.

140

141 The meeting adjourned at approximately 5:55 PM.

142

143 Approved: September 1, 2015

Attest:

144

145

146

147

148 \_\_\_\_\_  
Norm Searle, Mayor

149 \_\_\_\_\_  
Jackie Manning  
City Recorder

149 Mayor

150

151

152

**RIVERDALE CITY  
CITY COUNCIL AGENDA  
September 1, 2015**

**AGENDA ITEM: G1**

**SUBJECT:** Resolution 2015-28 Approving an Interlocal Agreement between Riverdale City and the Utah State Second District Juvenile Court Relating for Graffiti Removal Services.

**PETITIONER:** Dave Hansen

**ACTION REQUESTED BY PETITIONER:** Consideration of the agreement for a cost effective way to remove graffiti throughout the city.

**INFORMATION:** [Executive Summary](#)

[Resolution 2015-28](#)

[Agreement](#)

**[BACK TO AGENDA](#)**



## City Council Executive Summary

For the Council meeting on:  
9/1/2015

Petitioner:  
Chief Dave Hansen

### Summary of Proposed Action

Approval of an interlocal agreement between Utah State Second District Juvenile Court and Riverdale City for graffiti removal.

### Summary of Supporting Facts & Options

The Court has an established community service work program, administered and staffed by Court personnel and by volunteer and court-ordered community service workers. Riverdale City has had an agreement with the court for years to remove graffiti from property throughout the city. This agreement has been a benefit to the city and offers a cost effective way to remove graffiti. In the past the city has paid \$2000.00 a year for the agreement. This year the maximum amount set under the agreement is \$2000.00. However, work will be billed monthly at the rate of \$40.00 for work during the first hour and \$20 for each 30 minutes of work completed after the first hour, per crew. Crews consist of 6-8 youth volunteers and 1-2 deputy probation officers. This agreement has been a valuable resource to the city in the past.

### Legal Comments - City Attorney

\_\_\_\_\_  
Steve Brooks, Attorney

### Fiscal Comments - Treasurer/Budget Officer

\_\_\_\_\_  
Lynn Fortie, Business Administrator

### Administrative Comments - City Administrator

\_\_\_\_\_  
Rodger Worthen, City  
Administrator



**RESOLUTION 2015-28**

**A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT  
BETWEEN RIVERDALE CITY AND THE UTAH STATE SECOND  
DISTRICT JUVENILE COURT RELATING FOR GRAFFITI REMOVAL  
SERVICES.**

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

**WHEREAS**, Title 11, Chapter 13, Section 202 of the Utah Code Annotated, 1953 as amended, requires that governing bodies of governmental units adopt resolutions approving interlocal agreements before such agreements may become effective; and

**WHEREAS**, the Utah State Second District Juvenile Court and Riverdale City have negotiated an Agreement for the purpose of providing graffiti removal.

**NOW, THEREFORE**, the City Council of Riverdale City hereby resolves to enter into the attached Interlocal Agreement with the Utah State Second District Juvenile Court for the purposes authorized in the Interlocal Agreement (Graffiti Removal), and the Interlocal Agreement is hereby approved.

Further, this Agreement is renewable annually upon the mutual consent of both parties, for additional successive one-year terms, so long as the rate of payment stated herein remains the same or is less than the amount stated herein.

The Mayor of Riverdale City is authorized and directed to execute the Interlocal Agreement for and on behalf of Riverdale City.

Passed the 1st day of September, 2015.

RIVERDALE CITY

By: \_\_\_\_\_  
Norm Searle, Mayor

Attest:

By: \_\_\_\_\_  
Jackie Manning, City Recorder

## COMMUNITY PARTNER COOPERATIVE AGREEMENT

This agreement is dated as of \_\_\_\_\_, and is between RIVERDALE CITY (the "City") and the UTAH STATE SECOND DISTRICT JUVENILE COURT (the "Court").

This contract is made in reference to the following facts:

The Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code 1953 as amended authorizes public agencies of the State of Utah, including courts, counties, and cities to enter into agreements with one another in order to exercise their powers, privileges, and authority on a joint, cooperative basis.

The City is authorized to assist in the protection of persons and property, to remove nuisances existing in public places, and to enforce laws relating to the suppression of offenses.

The City has noticed the existence of vandalism, graffiti, and a need for upkeep of public places, and is aware that timely remediation of these situations is an effective deterrent to crimes and nuisances.

The City wishes to contract with and authorize the Court to remove graffiti, repair vandalism, and to perform other public service activities for the City and the City property owners.

The Court has an established community service work program, administered and staffed by Court personnel and by volunteer and Court-ordered community service workers.

The Court and the City both wish to provide effective graffiti removal, vandalism repair, and public space improvement services to the City and to its property owners without either being subordinate to the other, without substantial additional program infrastructure cost or investment, and without removing the City's responsibility of investigation, documentation, and prosecution of any criminal offenses.

The parties therefore agree as follows:

### 1. Period and Termination

- (a) Period. This agreement is for the time period from the agreement date above through June 30, 2016, when the agreement will automatically terminate.

- (b) Voluntary Termination. Either party may, upon written notice to the other party, terminate the agreement at any time. The City shall pay the Court for all services rendered prior to the termination date.
- (c) Completion Termination. If the Court has provided, and the City has paid for, service that has reached the period cost limit designated in paragraph 3(e) and the parties do not increase the period cost limit in accordance with paragraph 3(e), this agreement is terminated by completion.

## 2. Duties of the Court

- (a) Tasks. The Court agrees to provide graffiti removal, vandalism repair, or other public-service activity for the City and on behalf of the City for owners of property within the City. The Court will provide this work until termination of the agreement in accordance with paragraph 1 of this agreement.
- (b) Beginning a Task. The Court agrees to begin a graffiti removal, vandalism repair, or other public service activity within one week of the City submitting a Service Needed Report to the Court's service work crew program supervisors. The Court begins a project by seeking waivers of liability, creating an estimate of cost if one is requested by the City, or any other substantive action towards the completion of the project. A blank copy of the Service Needed Report is attached to this agreement as **Exhibit A**. If the Court is unable to begin service within one week of receiving the Service Needed Report, the Court agrees to inform the City of the delay at the earliest opportunity.
- (c) Waiver of Liability Required. The Court requires owners of property within the City to agree to and sign a Waiver of Liability prior to the Court performing any graffiti removal, vandalism repair, or other activity under this agreement that is performed upon the personal or real property of the property owner. A copy of the signed waiver will be kept by the Court and available to the City upon request. The Court agrees to work with the City, if needed, to obtain the signed waiver. The Court will not perform any work unless and until the waiver is fully executed. A blank copy of the Waiver of Liability is attached to this agreement as **Exhibit B**.
- (d) Notification of Completion. The Court agrees to notify the City through the service work crew program staff or supervisors by email or telephone within one week when a graffiti removal, vandalism repair, or public space service activity has been completed under this agreement.
- (e) Billing Statement. The Court agrees to send a monthly Account and Billing Statement to the City on the first week of each month of the agreement period. This

statement will reflect the amount of work performed under this agreement for the previous month and the amount due by the City to the Court for that work, as well as any arrearage or credit. A blank copy of the Account and Billing Statement is attached to this agreement as **Exhibit C**.

- (f) Notification of Funding Limit. The Court agrees to inform the City should the annual amount of work performed by the Court under this agreement reach the maximum period cost designated in paragraph 3(e) prior to the end of the agreement term or termination. The Court will not charge the City for work performed in excess of the term cost limit set in paragraph 3(e) unless the maximum period cost has been increased in accordance with that same paragraph.

### 3. Duties of the City

- (a) Designation of the Court. The City hereby designates the Court as the graffiti removal and clean-up organization whose services are offered to owners of property within the City, including the City itself. Any recoupment from private insurance providers for the cost of graffiti removal, vandalism repair, or other project performed by the Court under this contract is solely the responsibility of the City.
- (b) Requesting Court Performance. The City agrees to submit to the Court a Service Needed Report, attached as **Exhibit A**, when it desires Court activity to be performed under this agreement. This report can be submitted either in writing, by email, or by telephone, as directed by **Exhibit A**.
- (c) Waiver of Liability Collection. The City agrees to work with the Court, when necessary, to obtain Waivers of Liability through action by City employees, including the City police department.
- (d) Monthly Payment. In consideration for the Court's services, the City agrees to pay the Court the amount indicated as due on the monthly billing statement within 30 days of receiving the Account and Billing Statement, attached as **Exhibit C**. Checks should be made out to "*The Second District Juvenile Court*." If the City account becomes past due, the Court may elect to discontinue additional work under this agreement until the City has paid in full for work already done by the Court to that point.
- (e) Maximum Period Cost. The City is not responsible to pay the Court for work performed under this agreement in total excess of \$ 2,000.00 for the term of the agreement. If this amount is met and paid by the City to the Court prior to the termination of this agreement, the City may, with written notice to the Court,

request to increase the amount of the maximum period cost for the remainder of the agreement period. If the Court agrees to the increase through written notice to the City, the maximum period cost is increased to the agreed-upon amount and the City agrees to pay the Court for work performed up to the new maximum period cost.

#### 4. Miscellaneous

- (a) Rate of Labor. The cost to the City of the on-site Court service work crew performed under this agreement will be calculated at \$40.00 for work up to the first hour, then \$20.00 for each 30 minutes of work completed after the first hour, per crew. Crews generally consist of six to eight youth volunteers and one or two deputy probation officers. The cost of materials and supplies needed to complete the project will be the responsibility of the Court and not passed on or billed to the City.
- (b) Joint Personal or Real Property. The City and the Court agree that there will be no joint personal or real property to be acquired, held, or disposed of as part of this agreement. Any equipment donated to the Court by the City will be returned to the City if not used and any materials or equipment acquired by the Court from sources other than the City for the purposes of this agreement that remain unused by the Court will remain property of the Court.
- (c) Separate Budget. This agreement and the actions performed under it shall not receive separate financing nor shall a separate budget be required by either party.
- (d) Indemnification. The City shall have no responsibility for the actions of the Court personnel and/or volunteers who perform services in the City under this agreement. The Court shall indemnify and save harmless the City, its officers, and employees from all suits, actions, or claims of any kind brought about because of any injuries or damage received or sustained by any person or property on account of the negligent operations of the Court or on account of or in consequence of any act or omission, neglect, or misconduct of Court personnel or volunteers. The City shall indemnify and save harmless the Court, its officers, employees, and volunteers from all suits, actions, or claims of any kind brought about because of any act or omission, neglect, or misconduct of City personnel, officers, employees, and representatives. By entering into this agreement, neither the Court nor the City waives their respective protections and immunities granted under the Utah Government Immunity Act, Utah Code section 63G-7-101.
- (e) Writing Requirement. This agreement embodies the entire agreement between the parties and shall not be altered except in writing signed by both parties.

- (f) Governing Law. This agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.
- (g) Authorization. The individuals executing this agreement on behalf of the Court and the City verify that they are authorized to enter into this agreement on behalf of the Court or the City.
- (h) Copy of Agreement. During the period this agreement is in force, both the City and the Court agree to keep a copy filed with their respective official keeper of records.
- (i) Addresses. All notices required under this agreement shall be delivered to the following addresses:

UTAH SECOND DISTRICT JUVENILE COURT  
 444 26<sup>TH</sup> STREET  
 OGDEN, UTAH 84401  
 801.628.1063

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**City Authorized Signatures**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Court Authorized Signatures**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Name: \_\_\_\_\_

Title Exhibit A \_\_\_\_\_

**SERVICE NEEDED REPORT**  
**SECOND DISTRICT JUVENILE COURT**  
**COMMUNITY SERVICE TEAM**

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**Community Service Team Supervisor:**  
Matt Tucker 801-920-3606      [mattt@utcourts.gov](mailto:mattt@utcourts.gov)

**Graffiti Hotline:** 801-629-8752

**Site Address:** \_\_\_\_\_ **City:** \_\_\_\_\_

**Location Details:** \_\_\_\_\_

**Person Making Request:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Position:** \_\_\_\_\_ **Organization:** \_\_\_\_\_

**Tasks Requested:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Time Sensitive?** \_\_\_\_\_ **Needed Completion Date:** \_\_\_\_\_

**Reason for Time Sensitivity:** \_\_\_\_\_

**OFFICE USE ONLY**

**Date Received:** \_\_\_\_\_ **Estimated Hours Needed** \_\_\_\_\_

**Date Completed:** \_\_\_\_\_ **Assigned DPO:** \_\_\_\_\_

Exhibit B

**WAIVER OF LIABILITY FORM  
SECOND DISTRICT JUVENILE COURT  
COMMUNITY SERVICE GRAFFITI REMOVAL**

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**Please Complete the Following Form and Return it to Court or City Personnel:**

Name of the Property Owner or Manager: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Address of Graffiti/Service Need: \_\_\_\_\_

Is this Property an Historic Building? \_\_\_\_\_

**Graffiti removal may require various types of removal efforts. Please indicate if you object to and do not wish any of the following method to be used. Please understand that limiting the removal options may reduce the effectiveness of the graffiti removal:**

- Chemicals                       Pressure Wash                       Paint
  - Other; Please Explain: \_\_\_\_\_
- 
- 

**This Waiver of Liability Form is to address an individual graffiti remediation event, which may require a single or multiple visits. This waiver expires upon the completion of that remediation event. Should a new graffiti removal need arise, a new Waiver of Liability Form must be completed.**

**Please Read the Following Before Signing**

I, the owner or manager of the property above, having legal responsibility for the above property, request and authorize the Second District Juvenile Court Community Service graffiti Removal Team to remove, clean, and otherwise mitigate any graffiti on this property in any manner that i have not limited in this document. I understand that I may provide matching paint to cover the graffiti, and that if I do not provide matching paint and do not object to the use of paint, the Graffiti Removal Team may use the paint in their inventory that matches the closest with the surface. I will not be held responsible for the cost of paint used that I did not provide to the removal team.

I am aware that I have the final determination as to which of the available methods may be used to remove graffiti from my property and that I am encouraged, but not required, to be on location to supervise the removal process.

I understand that the results of the graffiti removal process are not guaranteed by the City or by the Juvenile Court. I understand that the removal process may not entirely remove all traces of graffiti due to permanent chemical damage and alterations caused by the graffiti. I am aware that some graffiti residue and trace may remain and that high pressure or chemical cleaning methods may have some impact on the surfaces being cleaned.

Graffiti Removal Team supervisors will always accompany the removal team and are well-trained and careful to reduce impact or damage caused by the graffiti removal process, However, as in any project of this type, I am aware that in spite of the care of the removal team, some impact may occur to the property and plant life proximate to the removal site due to spills, overspray, difficult to reach areas, or other challenges.

In the event of accidental damage related to the graffiti removal process, I take full responsibility for the damages and related costs for cleanup or repair and indemnify the City, its officers, and employes as well as the Court, its officers, and employees from all suits, actions, and claims or any kind brought about because of any injuries or damage sustained by any person or property on account of any negligent operations of the Community Service Removal Team or in consequence of any act or omission, neglect, or misconduct of City or Court personnel or volunteers.

---

Signature of Property Owner/ Manager

---

Title / Association with Property

---

Date



# INVOICE

## Second District Juvenile Court

165 20th Street  
 Ogden, Utah 84401  
 801-334-4777  
[sherik@utcourts.gov](mailto:sherik@utcourts.gov)

STATEMENT NO. 1234 -  
 INVOICE DATE August 14, 2015  
 CUSTOMER ID YR CTY

**BILL TO**

Your City  
 Corner of State and Main  
 Your City, Utah  
 Your Phone Number

**COMMENTS**

DATE OF SERVICE	LOCATION OF SERVICE			HOURS WORKED	INVOICE AMOUNT
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	INVOICE AMOUNT

Credits/Debits	
Statement #	1234 -
Credit to date	
Amount Due	
<i>Please Pay the Amount Due</i>	

Make all checks payable to Second District Juvenile Court  
**THANK YOU FOR YOUR BUSINESS!**

**RIVERDALE CITY  
CITY COUNCIL AGENDA  
September 1, 2015**

**AGENDA ITEM: G2**

**SUBJECT:** Consideration of the Title 10 Amendments to Chapter 16, 21, and 25

**PETITIONER:** Mike Eggett, Community Development Director

**ACTION REQUESTED BY PETITIONER:** Please see the executive summary for details.

**INFORMATION:** [Executive Summary](#)

[Ordinance 871](#)

[Chapter 16](#)

[Chapter 21](#)

[Chapter 25](#)

[Utah Code Definitions](#)

**[BACK TO AGENDA](#)**



## City Council Executive Summary

For the Council meeting on: 9-1-2015

Petitioner: Riverdale City Attorney and Community  
Development

### Summary of Proposed Action

The information provided, following this executive summary document, reflects areas of the Riverdale City Code that should be considered for amendment in order to comply with and match established Utah State Codes. All proposed changes are in Title 10 of the City Code and are located specifically in Chapters 16 "Signs", 21 "Subdivisions", and 25 "Development in All Zones" respectively. Proposed amendments to Title 10, Chapter 16 have been submitted by the City Attorney in order to clarify the political or campaign signs section of the this chapter. Proposed amendments to Title 10, Chapters 21 and 25 have been submitted by the City's Community Development Director in an effort to be in full compliance with Utah State Codes as it relates to the performance improvement warranty time period allowed for developments (along with some other minor language amendment and clean-up). All proposed changes have been reviewed by the City Attorney for clarity, accuracy, and legality checks. When considering amending the City Code, there is a requirement for there to be a scheduled public hearing which occurred during the most recent Planning Commission meeting and was noticed in accordance with legal requirements.

Following the public hearing, the Planning Commission reviewed the proposed ordinance amendments and provided a recommendation of positive support for the proposed amendments to Title 10, Chapters 16, 21, and 25 as provided hereafter.

The City Council may discuss the matter and then act to approve the proposed amendments to Title 10 Chapters 16, 21, and 25 as provided hereafter, or make revisions to the suggested amendments to these Chapters of City Code, or not approve the proposed amendments.

### Title 10 Ordinance Guidelines (Code Reference)

This matter was brought before the Planning Commission during a work session on August 11<sup>th</sup>, 2015 and a regular session with public hearing on August 25<sup>th</sup>, 2015 wherein the proposed amendments were discussed and thereafter acted upon. Analysis regarding the proposed sign ordinance amendments is provided following the executive summary.

Proposed amendments to the Riverdale City Code are found in the following locations of the City Code:

- Title 10, Chapter 16 "Signs"
- Title 10, Chapter 21 "Subdivisions"
- Title 10, Chapter 25 "Development in All Zones"

**General Plan Guidance (Section Reference)**

No general plan sections are directly impacted by the proposed amendments to the City Code.

**Legal Comments - City Attorney**

\_\_\_\_\_  
Steve Brooks, Attorney

**Administrative Comments - City Administrator**

\_\_\_\_\_  
Rodger Worthen, City  
Administrator

## ORDINANCE NO. 871

AN ORDINANCE AMENDING RIVERDALE MUNICIPAL ORDINANCE CODE, TITLE 10, CHAPTER 16, SIGNS, CHAPTER 21, SUBDIVISIONS AND CHAPTER 25, DEVELOPMENT IN ALL ZONES, TO AMEND SECTIONS TO BETTER CLARIFY, DEFINE AND IMPLEMENT SECTIONS CONCERNING POLITICAL SIGNS, SUBDIVISION TIMEFRAMES AND FINANACIAL GUARANTEES AND TO PROVIDE FOR SEVERALBILITY AND AN EFFECTIVE DATE.

**WHEREAS**, Riverdale City (hereafter "City") is a municipal corporation, duly organized and existing under the laws of the State of Utah; and;

**WHEREAS**, Utah Code Annotated §10-9-102 empowers municipalities of the state to enact all ordinances and rules that they consider necessary for the use and development of land located within the municipality, including zoning and zone changes and regulations; and

**WHEREAS**, the City finds it is in the best interest of the community and its citizens to sometimes update and clarify sections of the City Code in order to better inform the general public, meet state law requirements or to clarify sections that may not be understood correctly; and

**WHEREAS**, a public hearing was held, and notice thereof published in the Standard Examiner, a newspaper of general circulation in the City of Riverdale, describing the proposed amendment and providing the time and place of such public hearing; and

**WHEREAS**, the Riverdale City Planning Commission received all competent evidence offered in support of and in opposition to said proposed amendments in said hearing and it appearing that the proposed amendment is in accord with the City's comprehensive plan and will promote health, safety, and the general welfare of the community; and

**WHEREAS**, said Planning Commission recommended adoption of said amendments to the City Council of the City of Riverdale;

**WHEREAS**, the Riverdale City Council held a public meeting and considered all competent evidence offered in support of and opposed to said proposed amendment; and

**NOW, THEREFORE, BE IT HEREBY ORDAINED AND ENACTED BY THE CITY COUNCIL OF THE CITY OF RIVERDALE:**

**Section 1. Repealer.** Any provision of the Riverdale Municipal Ordinance Code found to be in conflict with this ordinance is hereby repealed.

**Section 2.** The Riverdale Municipal Ordinance, TITLE 10, ZONING AND SUBDIVISIONS, CHAPTERS 16 SIGN REGULATIONS, SECTION 3, SPECIAL PROVISIONS, D. Political Or Campaign Signs, CHAPTER 21, SUBDIVISIONS, Financial Guarantees for Improvements and Improvements and CHAPTER 25, DEVELOPMENT IN ALL ZONES, Performance Bonds are hereby amended as outlined in Attachment 1, attached hereto and incorporated hereby.

**Section 3.** All other titles, chapters and sections not otherwise amended hereby shall remain unchanged, in full force and effect.

**Section 4. Severability.** If any provision of this ordinance is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

**Section 5. Effective date.** This ordinance shall take effect immediately upon its adoption and posting.

**PASSED, ADOPTED AND ORDERED POSTED** this 1st day of September, 2015.

---

Norm Searle, Mayor

Attest:

---

Jackie Manning, City Recorder

10-16-3: Special Provisions:

D. Political Or Campaign Signs:

1. Political or campaign signs are permitted in accordance with the following provisions; provided, that any such sign shall be erected not earlier than sixty (60) days prior to the election at which time the candidates or measure will be voted upon and shall be removed within fifteen (15) days after such election, campaign or event. (amd. Ord. , 7-2015)

2. No political or campaign sign shall be placed within one hundred fifty feet (150') from a polling place. (Ord. 812, 8-21-2012)

3. No political or campaign sign may be placed in such a manner as to create a safety hazard or constitute a public nuisance of any kind or nature whatsoever. The community development director, public works director or police chief shall determine whether the placement of a political or campaign sign constitutes a safety hazard or public nuisance, and upon such determination shall remove said sign so that the safety hazard or public nuisance no longer exists. (Ord. 812, 8-21-2012; amd. Ord. 815, 9-25-2012)

4. Political signs cannot be placed: 1) on public property or 2) on private property without the property owner's permission. (amd. Ord. , 7-2015)

**10-16-3:**

**D. Political Or Campaign Signs:**

1. Political or campaign signs are permitted in accordance with the following provisions; provided, that any such sign shall be erected not earlier than sixty (60) days prior to the election at which time the candidates or measure will be voted upon and shall be removed within ten (10) fifteen (15) days after such final election, campaign or event.

2. No political or campaign sign shall be placed within one hundred fifty feet (150') from a public polling place. "Polling place" shall mean the physical place in a community where multiple ballots and absentee ballots are cast. (Ord. 812, 8-21-2012)

3. No political or campaign sign may be placed in such a manner as to create a safety hazard or constitute a public nuisance of any kind or nature whatsoever. The community development director, public works director or police chief shall determine whether the placement of a political or campaign sign constitutes a safety hazard or public nuisance, and upon such determination shall remove said sign so that the safety hazard or public nuisance no longer exists. (Ord. 812, 8-21-2012; amd. Ord. 815, 9-25-2012)

4. Political signs cannot be placed on public property or on private property without the property owner's permission.

## Title 10, Chapter 21 SUBDIVISIONS

**10-21-1: GENERAL PROVISIONS:**

**10-21-2: DEFINITIONS:**

**10-21-3: SCOPE OF REGULATIONS:**

**10-21-4: APPLICATION FOR SUBDIVISION:**

**10-21-5: PRELIMINARY PLAN:**

**10-21-6: FINANCIAL GUARANTEES FOR IMPROVEMENTS:**

**10-21-7: FINAL PLAT:**

**10-21-8: CONSTRUCTION PLANS AND PROFILES:**

**10-21-9: DESIGN STANDARDS:**

**10-21-10: PARKS, SCHOOL SITES, OTHER PUBLIC PLACES:**

**10-21-11: IMPROVEMENTS:**

**10-21-12: SMALL SUBDIVISIONS; SPECIAL PROVISIONS:**

**10-21-13: ENFORCEMENT AND PERMITS:**

**10-21-14: PENALTY:**

### **10-21-6: FINANCIAL GUARANTEES FOR IMPROVEMENTS:**

Prior to the final plat being presented to the ~~planning commission~~city council for approval, the subdivider/developer (~~not his agent or contractor or an individual with legal authority acting on behalf of the subdivider/developer~~) shall, at the discretion of the city, satisfy one of the following requirements:

- A. Escrow Deposit: Enter into a developer's agreement with the city and furnish satisfactory proof of an escrow deposit in favor of the city in an amount equal to the cost of the improvements required for the subdivision, plus ten percent (10%) of said costs, with said amounts to be released pursuant to the terms and conditions of the developer's agreement.
- B. Performance Bond: Enter into a developer's agreement with the city and furnish to the city a developer's performance bond in an amount equal to one hundred twenty-five percent (125%) of the cost of the improvements required for the subdivision, with said bond to be released pursuant to the terms and conditions of the developer's agreement. (1985 Code § 19-40-5.1)

### **10-21-11: IMPROVEMENTS:**

A. Time Of Construction: The improvements listed in this section shall not be installed prior to recording the final plat. No improvements shall be installed until their location and specifications are approved by the city engineer. Water and sewer mains and laterals and fire hydrants shall be installed prior to the installation of road base, curbs, gutters, and the surfacing of streets.

B. Performance Guarantees:

1. Before final plat approval by the city council, the subdivider shall have satisfied the financing requirements of section [10-21-6](#) of this chapter. The required performance guarantees are to assure the actual construction of the following improvements within a period of two (2) years in a

manner satisfactory to and in an amount specified by the city council. Improvements include part or all of the following: streets, curbs, gutters, water supply systems, fire hydrants, sewer systems, surface water disposal systems, protection from hazards of canals and ditches, safety fences, street trees, monuments, or other improvements required by the city council. (Ord. 766, 9-7-2010)

2. Sidewalks shall be installed by the building contractor at the same time as the said contractor installs driveways and walkways on individual lots. Said installation of sidewalks shall be completed and in good repair at or before the time an application for occupancy is made to the community development director. (Ord. 854, 5-6-2014)

3. The developer shall be responsible for the satisfactory performance of improvements dedicated to the city for a period of ~~two (2)~~ **one (1)** years after inspection and final acceptance by the city. These improvements include, but are not limited to: streets, curbs, gutters, sidewalks, water main lines, fire hydrants, sewer mains and manholes, storm sewer mains and catch boxes, monuments, and street signs which are in a dedicated easement and are controlled solely by the city.

4. The developer's engineer shall, as each improvement is installed, certify, in writing, that the installed improvements meet city standards and that said improvements have been completed as approved by the city. Said written certification shall be delivered to the city engineer, who shall make periodic on site inspections for plan review and to verify the certification of the developer's engineer. The developer's engineer shall provide evidence to the satisfaction of the city engineer that the installed improvements meet city standards before the developer shall be allowed to proceed with other improvements on the development, or to begin construction of buildings or structures in the subdivision.

5. In the event a utility easement or easements are provided to the city in connection with the installed improvements, the utility line shall be placed as close to the center of said easement as is reasonably possible. (Ord. 766, 9-7-2010)

C. Standards: Standards for design, construction, specifications and inspection of street improvements, curbs and gutters, sidewalks and drainage facilities shall be prepared by the city engineer, standards of design and procedure by the planning commission, standards for water distribution and sewage disposal facilities by the state board of health and city engineer, and similar standards for fire hydrants by the city engineer and fire department. Such standards and rules and regulations, and any amendments thereto, before becoming effective, shall be adopted or amended by the city council as a part of this chapter after recommendation by the planning commission and shall be available to the public. (Ord. 815, 9-25-2012)

**Commented [ME1]:** Update required to be in compliance with Utah State Code definition of "Improvement warranty period" as found in UCA 10-9a-103(20)

## Title 10, Chapter 25 DEVELOPMENT IN ALL ZONES

### 10-25-1: GENERAL PROVISIONS:

### 10-25-2: DEFINITIONS:

### 10-25-3: SCOPE OF CHAPTER:

### 10-25-4: PREAPPLICATION SKETCH PLAN:

### 10-25-5: PRELIMINARY PLAN REQUIRED:

### 10-25-6: DESIGN STANDARDS:

### 10-25-7: IMPROVEMENTS:

#### **10-25-7: IMPROVEMENTS:**

A. Time Of Construction: The improvements listed in this section shall be installed prior to final inspection and issuance of a certificate of occupancy except as provided in subsection B of this section. No improvements shall be installed until their design and specifications are reviewed by the city engineer for conformance with this chapter. Water and sewer mains and laterals and fire hydrants shall be installed prior to the installation of road base, curbs, gutters, sidewalks and the surfacing of streets.

#### B. Performance Bonds:

1. In lieu of actual completion of the improvements listed in this section and before final approval by the city council, the developer may deposit with the city ~~recorder~~-a surety or cash bond to ensure the actual construction of said improvements within a period of two (2) years after final approval by the city council in a manner satisfactory to and in an amount specified by the council. Improvements shall include part or all of the following: streets, curbs, gutters, sidewalks, water supply systems, fire hydrants, sewer systems, surface water disposal systems, protection from hazards of canals and ditches, safety fences, landscaping, monuments, street signs, or other improvements required by the city council and planning commission.

2. The developer shall be responsible for the satisfactory performance of improvements dedicated to the city for a period of ~~two (2)~~one (1) years after inspection and final acceptance by the city. These improvements include, but are not limited to: streets, curbs, gutters, sidewalks, water main lines, fire hydrants, sewer mains and manholes, storm sewer mains and catch boxes, monuments, and street signs which are in a dedicated easement and are controlled solely by the city. (Ord. 701, 5-6-2008)

3. Prior to the final plat being presented to the City Council for approval, the subdivider/developer (or an individual with legal authority acting on behalf of the subdivider/developer) shall, at the discretion of the city, satisfy one of the following improvement performance requirements:

a. Escrow Deposit: Enter into a developer's agreement with the city and furnish satisfactory proof of an escrow deposit in favor of the city in an amount equal to the cost of the improvements required for the subdivision, plus ten percent (10%) of said costs, with said amounts to be released pursuant to the terms and conditions of the developer's agreement.

**Commented [ME2]:** Update required to be in compliance with Utah State Code definition of "Improvement warranty period" as found in UCA 10-9a-103(20)

b. Performance Bond: Enter into a developer's agreement with the city and furnish to the city a developer's performance bond in an amount equal to one hundred twenty-five percent (125%) of the cost of the improvements required for the subdivision, with said bond to be released pursuant to the terms and conditions of the developer's agreement.

C. Standards: Standards for design, construction, specifications and inspection of street improvements, curbs and gutters, sidewalks and drainage facilities shall be prepared by the city engineer, standards of design and procedure by the planning commission, standards for water distribution and sewage disposal facilities by the state board of health and city engineer, and similar standards for fire hydrants by the city engineer and fire department. Such standards and rules and regulations, and any amendments thereto, before becoming effective, shall be adopted or amended by the city council as a part of this chapter after recommendation by the planning commission and shall be available to the public. (Ord. 815, 9-25-2012)

**Effective 5/12/2015**

**10-9a-103 Definitions.**

As used in this chapter:

- (1) "Affected entity" means a county, municipality, local district, special service district under Title 17D, Chapter 1, Special Service District Act, school district, interlocal cooperation entity established under Title 11, Chapter 13, Interlocal Cooperation Act, specified public utility, property owner, property owners association, or the Utah Department of Transportation, if:
  - (a) the entity's services or facilities are likely to require expansion or significant modification because of an intended use of land;
  - (b) the entity has filed with the municipality a copy of the entity's general or long-range plan; or
  - (c) the entity has filed with the municipality a request for notice during the same calendar year and before the municipality provides notice to an affected entity in compliance with a requirement imposed under this chapter.
- (2) "Appeal authority" means the person, board, commission, agency, or other body designated by ordinance to decide an appeal of a decision of a land use application or a variance.
- (3) "Billboard" means a freestanding ground sign located on industrial, commercial, or residential property if the sign is designed or intended to direct attention to a business, product, or service that is not sold, offered, or existing on the property where the sign is located.
- (4)
  - (a) "Charter school" means:
    - (i) an operating charter school;
    - (ii) a charter school applicant that has its application approved by a charter school authorizer in accordance with Title 53A, Chapter 1a, Part 5, The Utah Charter Schools Act; or
    - (iii) an entity that is working on behalf of a charter school or approved charter applicant to develop or construct a charter school building.
  - (b) "Charter school" does not include a therapeutic school.
- (5) "Conditional use" means a land use that, because of its unique characteristics or potential impact on the municipality, surrounding neighbors, or adjacent land uses, may not be compatible in some areas or may be compatible only if certain conditions are required that mitigate or eliminate the detrimental impacts.
- (6) "Constitutional taking" means a governmental action that results in a taking of private property so that compensation to the owner of the property is required by the:
  - (a) Fifth or Fourteenth Amendment of the Constitution of the United States; or
  - (b) Utah Constitution Article I, Section 22.
- (7) "Culinary water authority" means the department, agency, or public entity with responsibility to review and approve the feasibility of the culinary water system and sources for the subject property.
- (8) "Development activity" means:
  - (a) any construction or expansion of a building, structure, or use that creates additional demand and need for public facilities;
  - (b) any change in use of a building or structure that creates additional demand and need for public facilities; or
  - (c) any change in the use of land that creates additional demand and need for public facilities.
- (9)
  - (a) "Disability" means a physical or mental impairment that substantially limits one or more of a person's major life activities, including a person having a record of such an impairment or being regarded as having such an impairment.

- (b) "Disability" does not include current illegal use of, or addiction to, any federally controlled substance, as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802.
- (10) "Educational facility":
  - (a) means:
    - (i) a school district's building at which pupils assemble to receive instruction in a program for any combination of grades from preschool through grade 12, including kindergarten and a program for children with disabilities;
    - (ii) a structure or facility:
      - (A) located on the same property as a building described in Subsection (10)(a)(i); and
      - (B) used in support of the use of that building; and
    - (iii) a building to provide office and related space to a school district's administrative personnel; and
  - (b) does not include:
    - (i) land or a structure, including land or a structure for inventory storage, equipment storage, food processing or preparing, vehicle storage or maintenance, or similar use that is:
      - (A) not located on the same property as a building described in Subsection (10)(a)(i); and
      - (B) used in support of the purposes of a building described in Subsection (10)(a)(i); or
    - (ii) a therapeutic school.
- (11) "Fire authority" means the department, agency, or public entity with responsibility to review and approve the feasibility of fire protection and suppression services for the subject property.
- (12) "Flood plain" means land that:
  - (a) is within the 100-year flood plain designated by the Federal Emergency Management Agency; or
  - (b) has not been studied or designated by the Federal Emergency Management Agency but presents a likelihood of experiencing chronic flooding or a catastrophic flood event because the land has characteristics that are similar to those of a 100-year flood plain designated by the Federal Emergency Management Agency.
- (13) "General plan" means a document that a municipality adopts that sets forth general guidelines for proposed future development of the land within the municipality.
- (14) "Geologic hazard" means:
  - (a) a surface fault rupture;
  - (b) shallow groundwater;
  - (c) liquefaction;
  - (d) a landslide;
  - (e) a debris flow;
  - (f) unstable soil;
  - (g) a rock fall; or
  - (h) any other geologic condition that presents a risk:
    - (i) to life;
    - (ii) of substantial loss of real property; or
    - (iii) of substantial damage to real property.
- (15) "Hookup fee" means a fee for the installation and inspection of any pipe, line, meter, or appurtenance that connects to a municipal water, sewer, storm water, power, or other utility system.
- (16) "Identical plans" means building plans submitted to a municipality that:
  - (a) are clearly marked as "identical plans";
  - (b) are substantially identical to building plans that were previously submitted to and reviewed and approved by the municipality; and

- (c) describe a building that:
  - (i) is located on land zoned the same as the land on which the building described in the previously approved plans is located;
  - (ii) is subject to the same geological and meteorological conditions and the same law as the building described in the previously approved plans;
  - (iii) has a floor plan identical to the building plan previously submitted to and reviewed and approved by the municipality; and
  - (iv) does not require any additional engineering or analysis.
- (17) "Impact fee" means a payment of money imposed under Title 11, Chapter 36a, Impact Fees Act.
- (18) "Improvement completion assurance" means a surety bond, letter of credit, financial institution bond, cash, assignment of rights, lien, or other equivalent security required by a municipality to guaranty the proper completion of landscaping or an infrastructure improvement required as a condition precedent to:
  - (a) recording a subdivision plat; or
  - (b) development of a commercial, industrial, mixed use, or multifamily project.
- (19) "Improvement warranty" means an applicant's unconditional warranty that the applicant's installed and accepted landscaping or infrastructure improvement:
  - (a) complies with the municipality's written standards for design, materials, and workmanship; and
  - (b) will not fail in any material respect, as a result of poor workmanship or materials, within the improvement warranty period.
- (20) "Improvement warranty period" means a period:
  - (a) no later than one year after a municipality's acceptance of required landscaping; or
  - (b) no later than one year after a municipality's acceptance of required infrastructure, unless the municipality:
    - (i) determines for good cause that a one-year period would be inadequate to protect the public health, safety, and welfare; and
    - (ii) has substantial evidence, on record:
      - (A) of prior poor performance by the applicant; or
      - (B) that the area upon which the infrastructure will be constructed contains suspect soil and the municipality has not otherwise required the applicant to mitigate the suspect soil.
- (21) "Infrastructure improvement" means permanent infrastructure that an applicant must install:
  - (a) pursuant to published installation and inspection specifications for public improvements; and
  - (b) as a condition of:
    - (i) recording a subdivision plat; or
    - (ii) development of a commercial, industrial, mixed use, condominium, or multifamily project.
- (22) "Internal lot restriction" means a platted note, platted demarcation, or platted designation that:
  - (a) runs with the land; and
  - (b)
    - (i) creates a restriction that is enclosed within the perimeter of a lot described on the plat; or
    - (ii) designates a development condition that is enclosed within the perimeter of a lot described on the plat.
- (23) "Land use application" means an application required by a municipality's land use ordinance.
- (24) "Land use authority" means:
  - (a) a person, board, commission, agency, or body, including the local legislative body, designated by the local legislative body to act upon a land use application; or

- (b) if the local legislative body has not designated a person, board, commission, agency, or body, the local legislative body.
- (25) "Land use ordinance" means a planning, zoning, development, or subdivision ordinance of the municipality, but does not include the general plan.
- (26) "Land use permit" means a permit issued by a land use authority.
- (27) "Legislative body" means the municipal council.
- (28) "Local district" means an entity under Title 17B, Limited Purpose Local Government Entities - Local Districts, and any other governmental or quasi-governmental entity that is not a county, municipality, school district, or the state.
- (29) "Lot line adjustment" means the relocation of the property boundary line in a subdivision between two adjoining lots with the consent of the owners of record.
- (30) "Moderate income housing" means housing occupied or reserved for occupancy by households with a gross household income equal to or less than 80% of the median gross income for households of the same size in the county in which the city is located.
- (31) "Nominal fee" means a fee that reasonably reimburses a municipality only for time spent and expenses incurred in:
  - (a) verifying that building plans are identical plans; and
  - (b) reviewing and approving those minor aspects of identical plans that differ from the previously reviewed and approved building plans.
- (32) "Noncomplying structure" means a structure that:
  - (a) legally existed before its current land use designation; and
  - (b) because of one or more subsequent land use ordinance changes, does not conform to the setback, height restrictions, or other regulations, excluding those regulations, which govern the use of land.
- (33) "Nonconforming use" means a use of land that:
  - (a) legally existed before its current land use designation;
  - (b) has been maintained continuously since the time the land use ordinance governing the land changed; and
  - (c) because of one or more subsequent land use ordinance changes, does not conform to the regulations that now govern the use of the land.
- (34) "Official map" means a map drawn by municipal authorities and recorded in a county recorder's office that:
  - (a) shows actual and proposed rights-of-way, centerline alignments, and setbacks for highways and other transportation facilities;
  - (b) provides a basis for restricting development in designated rights-of-way or between designated setbacks to allow the government authorities time to purchase or otherwise reserve the land; and
  - (c) has been adopted as an element of the municipality's general plan.
- (35) "Parcel boundary adjustment" means a recorded agreement between owners of adjoining properties adjusting their mutual boundary if:
  - (a) no additional parcel is created; and
  - (b) each property identified in the agreement is unsubdivided land, including a remainder of subdivided land.
- (36) "Person" means an individual, corporation, partnership, organization, association, trust, governmental agency, or any other legal entity.
- (37) "Plan for moderate income housing" means a written document adopted by a city legislative body that includes:
  - (a) an estimate of the existing supply of moderate income housing located within the city;

- (b) an estimate of the need for moderate income housing in the city for the next five years as revised biennially;
  - (c) a survey of total residential land use;
  - (d) an evaluation of how existing land uses and zones affect opportunities for moderate income housing; and
  - (e) a description of the city's program to encourage an adequate supply of moderate income housing.
- (38) "Plat" means a map or other graphical representation of lands being laid out and prepared in accordance with Section 10-9a-603, 17-23-17, or 57-8-13.
- (39) "Potential geologic hazard area" means an area that:
- (a) is designated by a Utah Geological Survey map, county geologist map, or other relevant map or report as needing further study to determine the area's potential for geologic hazard; or
  - (b) has not been studied by the Utah Geological Survey or a county geologist but presents the potential of geologic hazard because the area has characteristics similar to those of a designated geologic hazard area.
- (40) "Public agency" means:
- (a) the federal government;
  - (b) the state;
  - (c) a county, municipality, school district, local district, special service district, or other political subdivision of the state; or
  - (d) a charter school.
- (41) "Public hearing" means a hearing at which members of the public are provided a reasonable opportunity to comment on the subject of the hearing.
- (42) "Public meeting" means a meeting that is required to be open to the public under Title 52, Chapter 4, Open and Public Meetings Act.
- (43) "Receiving zone" means an area of a municipality that the municipality designates, by ordinance, as an area in which an owner of land may receive a transferable development right.
- (44) "Record of survey map" means a map of a survey of land prepared in accordance with Section 17-23-17.
- (45) "Residential facility for persons with a disability" means a residence:
- (a) in which more than one person with a disability resides; and
  - (b)
    - (i) which is licensed or certified by the Department of Human Services under Title 62A, Chapter 2, Licensure of Programs and Facilities; or
    - (ii) which is licensed or certified by the Department of Health under Title 26, Chapter 21, Health Care Facility Licensing and Inspection Act.
- (46) "Rules of order and procedure" means a set of rules that govern and prescribe in a public meeting:
- (a) parliamentary order and procedure;
  - (b) ethical behavior; and
  - (c) civil discourse.
- (47) "Sanitary sewer authority" means the department, agency, or public entity with responsibility to review and approve the feasibility of sanitary sewer services or onsite wastewater systems.
- (48) "Sending zone" means an area of a municipality that the municipality designates, by ordinance, as an area from which an owner of land may transfer a transferable development right.
- (49) "Specified public agency" means:
- (a) the state;

- (b) a school district; or
  - (c) a charter school.
- (50) "Specified public utility" means an electrical corporation, gas corporation, or telephone corporation, as those terms are defined in Section 54-2-1.
- (51) "State" includes any department, division, or agency of the state.
- (52) "Street" means a public right-of-way, including a highway, avenue, boulevard, parkway, road, lane, walk, alley, viaduct, subway, tunnel, bridge, public easement, or other way.
- (53)
- (a) "Subdivision" means any land that is divided, resubdivided or proposed to be divided into two or more lots, parcels, sites, units, plots, or other division of land for the purpose, whether immediate or future, for offer, sale, lease, or development either on the installment plan or upon any and all other plans, terms, and conditions.
  - (b) "Subdivision" includes:
    - (i) the division or development of land whether by deed, metes and bounds description, devise and testacy, map, plat, or other recorded instrument; and
    - (ii) except as provided in Subsection (53)(c), divisions of land for residential and nonresidential uses, including land used or to be used for commercial, agricultural, and industrial purposes.
  - (c) "Subdivision" does not include:
    - (i) a bona fide division or partition of agricultural land for the purpose of joining one of the resulting separate parcels to a contiguous parcel of unsubdivided agricultural land, if neither the resulting combined parcel nor the parcel remaining from the division or partition violates an applicable land use ordinance;
    - (ii) a recorded agreement between owners of adjoining unsubdivided properties adjusting their mutual boundary if:
      - (A) no new lot is created; and
      - (B) the adjustment does not violate applicable land use ordinances;
    - (iii) a recorded document, executed by the owner of record:
      - (A) revising the legal description of more than one contiguous unsubdivided parcel of property into one legal description encompassing all such parcels of property; or
      - (B) joining a subdivided parcel of property to another parcel of property that has not been subdivided, if the joinder does not violate applicable land use ordinances;
    - (iv) a recorded agreement between owners of adjoining subdivided properties adjusting their mutual boundary if:
      - (A) no new dwelling lot or housing unit will result from the adjustment; and
      - (B) the adjustment will not violate any applicable land use ordinance;
    - (v) a bona fide division or partition of land by deed or other instrument where the land use authority expressly approves in writing the division in anticipation of further land use approvals on the parcel or parcels; or
    - (vi) a parcel boundary adjustment.
  - (d) The joining of a subdivided parcel of property to another parcel of property that has not been subdivided does not constitute a subdivision under this Subsection (53) as to the unsubdivided parcel of property or subject the unsubdivided parcel to the municipality's subdivision ordinance.
- (54) "Suspect soil" means soil that has:
- (a) a high susceptibility for volumetric change, typically clay rich, having more than a 3% swell potential;
  - (b) bedrock units with high shrink or swell susceptibility; or

- (c) gypsiferous silt and clay, gypsum, or bedrock units containing abundant gypsum commonly associated with dissolution and collapse features.
- (55) "Therapeutic school" means a residential group living facility:
- (a) for four or more individuals who are not related to:
    - (i) the owner of the facility; or
    - (ii) the primary service provider of the facility;
  - (b) that serves students who have a history of failing to function:
    - (i) at home;
    - (ii) in a public school; or
    - (iii) in a nonresidential private school; and
  - (c) that offers:
    - (i) room and board; and
    - (ii) an academic education integrated with:
      - (A) specialized structure and supervision; or
      - (B) services or treatment related to a disability, an emotional development, a behavioral development, a familial development, or a social development.
- (56) "Transferable development right" means a right to develop and use land that originates by an ordinance that authorizes a land owner in a designated sending zone to transfer land use rights from a designated sending zone to a designated receiving zone.
- (57) "Unincorporated" means the area outside of the incorporated area of a city or town.
- (58) "Water interest" means any right to the beneficial use of water, including:
- (a) each of the rights listed in Section 73-1-11; and
  - (b) an ownership interest in the right to the beneficial use of water represented by:
    - (i) a contract; or
    - (ii) a share in a water company, as defined in Section 73-3-3.5.
- (59) "Zoning map" means a map, adopted as part of a land use ordinance, that depicts land use zones, overlays, or districts.

Amended by Chapter 327, 2015 General Session

**10-9a-509.5 Review for application completeness -- Substantive application review -- Reasonable diligence required for determination of whether improvements or warranty work meets standards -- Money damages claim prohibited.**

(1)

- (a) Each municipality shall, in a timely manner, determine whether an application is complete for the purposes of subsequent, substantive land use authority review.
- (b) After a reasonable period of time to allow the municipality diligently to evaluate whether all objective ordinance-based application criteria have been met, if application fees have been paid, the applicant may in writing request that the municipality provide a written determination either that the application is:
  - (i) complete for the purposes of allowing subsequent, substantive land use authority review; or
  - (ii) deficient with respect to a specific, objective, ordinance-based application requirement.
- (c) Within 30 days of receipt of an applicant's request under this section, the municipality shall either:
  - (i) mail a written notice to the applicant advising that the application is deficient with respect to a specified, objective, ordinance-based criterion, and stating that the application shall be supplemented by specific additional information identified in the notice; or
  - (ii) accept the application as complete for the purposes of further substantive processing by the land use authority.
- (d) If the notice required by Subsection (1)(c)(i) is not timely mailed, the application shall be considered complete, for purposes of further substantive land use authority review.

(e)

- (i) The applicant may raise and resolve in a single appeal any determination made under this Subsection (1) to the appeal authority, including an allegation that a reasonable period of time has elapsed under Subsection (1)(a).
- (ii) The appeal authority shall issue a written decision for any appeal requested under this Subsection (1)(e).

(f)

- (i) The applicant may appeal to district court the decision of the appeal authority made under Subsection (1)(e).
- (ii) Each appeal under Subsection (1)(f)(i) shall be made within 30 days of the date of the written decision.

(2)

- (a) Each land use authority shall substantively review a complete application and an application considered complete under Subsection (1)(d), and shall approve or deny each application with reasonable diligence.
- (b) After a reasonable period of time to allow the land use authority to consider an application, the applicant may in writing request that the land use authority take final action within 45 days from date of service of the written request.
- (c) The land use authority shall take final action, approving or denying the application within 45 days of the written request.
- (d) If the land use authority denies an application processed under the mandates of Subsection (2)(b), or if the applicant has requested a written decision in the application, the land use authority shall include its reasons for denial in writing, on the record, which may include the official minutes of the meeting in which the decision was rendered.
- (e) If the land use authority fails to comply with Subsection (2)(c), the applicant may appeal this failure to district court within 30 days of the date on which the land use authority is required to take final action under Subsection (2)(c).

(3)

- (a) With reasonable diligence, each land use authority shall determine whether the installation of required subdivision improvements or the performance of warranty work meets the municipality's adopted standards.
- (b)
  - (i) An applicant may in writing request the land use authority to accept or reject the applicant's installation of required subdivision improvements or performance of warranty work.
  - (ii) The land use authority shall accept or reject subdivision improvements within 15 days after receiving an applicant's written request under Subsection (3)(b)(i), or as soon as practicable after that 15-day period if inspection of the subdivision improvements is impeded by winter weather conditions.
  - (iii) The land use authority shall accept or reject the performance of warranty work within 45 days after receiving an applicant's written request under Subsection (3)(b)(i), or as soon as practicable after that 45-day period if inspection of the warranty work is impeded by winter weather conditions.
- (c) If a land use authority determines that the installation of required subdivision improvements or the performance of warranty work does not meet the municipality's adopted standards, the land use authority shall comprehensively and with specificity list the reasons for its determination.
- (4) Subject to Section 10-9a-509, nothing in this section and no action or inaction of the land use authority relieves an applicant's duty to comply with all applicable substantive ordinances and regulations.
- (5) There shall be no money damages remedy arising from a claim under this section.

Amended by Chapter 378, 2010 General Session

**RIVERDALE CITY  
CITY COUNCIL AGENDA  
September 1, 2015**

**AGENDA ITEM: G3**

**SUBJECT:** Consideration of replacement vehicle purchase.

**PETITIONER:** Shawn Douglas, Public Works Director

**ACTION REQUESTED BY PETITIONER:** Please see the executive summary for details.

**INFORMATION:** [Executive Summary](#)

[Vehicle Details](#)

[Quotes](#)

**[BACK TO AGENDA](#)**



## City Council Executive Summary

For the Council meeting on:  
August 27, 2015

Petitioner:  
Shawn Douglas, Public Works Director

### Summary of Proposed Action

Consideration of Replacement Vehicles Purchases.

### Summary of Supporting Facts & Options

We are purchasing three Ford F150 pickups and one Ford 550 dump/snowplow truck to replace existing vehicles. All Four will be purchased from Ken Garff Ford under state bid. The equipment for the dump/snowplow truck (bed, hydraulics, lights, sander) will be purchased from Legacy Equipment with state bid contract. The snowplow blade will be purchased from Legacy as well, but is not on state bid. The purchase prices for the vehicles are as follows 2-Ford F150 pickups for \$24,669.24 each, 1-Ford F150 four door pickup for \$29,495.16. The purchase price for the dump/snowplow truck with equipment will be \$84,552.28. All of the purchases were budgeted for and the bids are below the budgeted amounts. I would recommend approval.

### Legal Comments - City Attorney

\_\_\_\_\_  
Steve Brooks, Attorney

### Fiscal Comments - Treasurer/Budget Officer

\_\_\_\_\_  
Lynn Fortie, Business Administrator

### Administrative Comments - City Administrator

\_\_\_\_\_  
Rodger Worthen, City  
Administrator



Legacy Equipment Company  
 1220 South Legacy View Street  
 Salt Lake City, UT 84104  
 Phone: 801-975-0400  
 Fax: 801-975-7567  
 www.legacyeq.com

**QUOTATION**

Quote ID: NCR0000487-1

Page 1 of 4

1770  
**Customer: RIVERDALE CITY**  
 4600 S. WEBER RIVER DR.  
 RIVERDALE UT 84405-3764

**Quote Number: NCR0000487-1**  
**Quote Date: 8/25/2015**  
**Quote valid until: 9/24/2015**

**Contact: KIRK FAVERO**  
 Phone: (801) 394-5541  
 Fax:

**Salesperson: TERRY THOMPSON**

**\*\*\*\* DUMP BODY IS BASED OFF OF STATE CONTRACT# 368\*\*\*\***  
**\*\*\*\* SPREADER IS BASED OFF OF DOT AGENCY 129050 \*\*\*\***

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1 EA	<b>ONE (1) TBEI/CRYSTEEL 11 FT. "E-TIPPER" CARBON STEEL DUMP BODY TO INCLUDE:</b> -TRUCK MODEL: FORD F-550 -BODY STYLE: ETIP -BODY ID OD: 87/96 -BODY LENGTH: 132 -HOIST MODEL: LBDUMP -STAINLESS OPTIONS: NO -HEAVY DUTY OPTION: NO -FRAME STYLE: WESTERN TUBULAR 10GA STEEL -CROSSMEMBER SPACING: NONE -LONGBEAM HEIGHT: 7 -FRONT STYLE: 1/4 INTEGRAL CABSHIELD -SIDE STYLE: RIGID -TAILGATE STYLE: QUICK DROP -TAILGATE RELEASE STYLE: MANUAL -FRONT HEIGHT: 40 -SIDE HEIGHT: 12 -TAILGATE HEIGHT: 20 -FRONT MATERIAL: 10GA STEEL -SIDE MATERIAL: 12GA STEEL -TAILGATE INNER MATERIAL: 10GA STEEL -FLOOR MATERIAL: 7GA STEEL -WINDOW OPTION: 9 X 35 TAPERED -QUICK DROP HANDLE LOCATION: RIGHT -PATCHGATE OPTION: NONE -PATCHGATE LOCATION: NONE -LOWER ROTATING PIN OPTION: NO -BOX TOP RAIL OPTION: YES -VERTICAL SIDE RIB OPTION: YES -VERTICAL TAILGATE RIB OPTION: YES -FULL HEIGHT FRONT BOARD POCKETS: NO -REAR LIGHT OPTIONS: LED MARKERS/STT -FRONT LIGHT OPTIONS: NONE -PRIMER OPTION: ALL -BODY TO BE PAINTED BLACK -RUSTPROOF LONGSILLS: YES -**QUICK INSTALL** -1622895 LB510 11' -1622874 INSTALL CARTON -INCLUDES INSTALLATION	\$41,591.00	\$41,591.00
1 EA			



Legacy Equipment Company  
 1220 South Legacy View Street  
 Salt Lake City, UT 84104  
 Phone: 801-975-0400  
 Fax: 801-975-7567  
 www.legacyeq.com

**QUOTATION**

Quote ID: NCR0000487-1

Page 2 of 4

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	EA BACKUP ALARM-97db		
2	EA LEGACY MUD FLAP INSTALLED BEHIND REAR WHEELS		
1	EA <b>LEGEND 45" L.E.D. LIGHTBAR-AMBER WITH SIX PATTERN FLASH INCLUDING DIRECTIONAL STICK ON REAR OF LIGHT. INCLUDES TWO WHITE LIGHTS ON FRONT CORNERS &amp; TWO RED LIGHTS IN REAR CORNERS FOR BETTER VISIBILITY WITH IN-CAB SWITCH MOUNTED (PLEASE SPECIFY LOCATION - CABSHIELD OR TOP OF CAB)</b>		
1	EA LEGEND LIGHTBAR MOUNT KIT-FLAT MOUNT		
1	EA <b>SWENSON MDV1044HSS 10 FOOT HYDRAULIC STAINLESS STEEL SPREADER INCLUDING:</b> - 4.5 CUBIC YARD HOPPER - 6" DIAMETER AUGER WITH DOUBLE PITCH AT REAR FOR EVEN DISCHARGE - 13" POLYURETHANE SPINNER DISC - 2 ADJUSTABLE INTERNAL SPINNER BAFFLES TO ADJUST SPREAD PATTERN FROM LEFT TO RIGHT - 3 ADJUSTABLE EXTERNAL SPINNER BAFFLES TO CONTROL SIZE OF SPREAD PATTERN - 12 GAUGE STAINLESS STEEL HOPPER - INVERTED VEE OVER THE AUGER TO REDUCE LOAD ON AUGER & PREVENT TUNNELING - HINGED TOP SCREENS TO PREVENT LARGER CHUNKS & DEBRIS FROM ENTERING HOPPER - 10 GAUGE STAINLESS STEEL REPLACEABLE BOLT IN CONVEYOR FLOOR - 10 GAUGE STAINLESS STEEL BOLT IN CHAIN SHIELDS - HYDRAULIC DRIVE SYSTEM WITH SEPARATE MOTORS FOR THE AUGER & SPINNER - SWING UP SPINNER		
1	EA MOUNTING KIT FOR PV, MDV & X2 SPEADERS - INCLUDES 4 HD 2" NYLON RATCHETING STRAPS & HARDWARE		
1	EA 4" L.E.D. SPINNER LIGHT		
1	EA 7" LED SPREADER STROBE - REAR CENTER MOUNTED WITH STAINLESS STEEL MOUNTING TO INCLUDE MOUNT AND SHIELD		
1	EA <b>WAUSAU "SNOBARE" 9FT TRIP-EDGE SNOWPLOW WITH INCLUDING:</b> - 9FT X 30"H X 3/8" POLYMER MOLDBOARD - TWIN REVERSING CYLINDERS - 1/2" X 8" C-1085 CUTTING EDGE - 1/2" HEAVY DUTY MOLDBOARD RIBS - 1/2" HEAVY DUTY BACKER ANGLE - 4 TORSION SPRING SINGLE TRIP EDGE - HYDRAULIC ANGLING - RUBBER DEFLECTOR - STEEL CUTTING EDGE - F550 PIN ON HITCH - FABRICATED STAND FOR PLOW JACK - INSTALLATION		
1	EA SNOW PLOW LIGHT (PAIR)		
1	EA SNOW PLOW LIGHT BRACKETS (PAIR)		



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**QUOTATION**

Quote ID: NCR0000487-1

Page 3 of 4

QUANTITY		DESCRIPTION	UNIT PRICE	AMOUNT
6	EA	SNOW PLOW LIGHT BRACKET FEET NEED 3 FEET PER LIGHT BRACKET OR 6 PER TRUCK		
1	EA	PLOW MARKER GUIDE, 36"		
1	EA	<b>ONE (1) FORCE AMERICA AIR/HYDRAULIC SYSTEM TO INCLUDE:</b> -SYSTEM IS FOR A FORD F550 4X4 CHASSIS WITH 62R TRANSMISSION -POWER TAKE OFF -HYDRAULIC PUMP -VT15 VALVE/TANK COMBO WITH ACCESSORIES (15 GALLON TANK) -1-1/4" NPT BRASS BALL VALVE - 600 PSI -TEMP/LEVEL SENDER FOR 15 GAKKON HYDRAULIC RESERVOIR -ADD-A-FOLD CENTRAL HYDRAULIC VALVES TO INCLUDE: -SINGLE ACTING HOIST -DOUBLE ACTING PLOW LIFT -DOUBLE ACTING PLOW ANGLE -PRIORITY VALVE -AUGER/SPINNER ELECTRONIC CONTROLS -5150EX AND REMOTE JOYSTICK FOR PLOW -USB KEY / 4 GIG WITH EMBEDDED CODE		
1	EA	- 7-WAY TRAILER PLUG-FLAT PINS		

Quote Total:	\$41,591.00
Sales Tax:	
Total Due:	\$41,591.00

**The following options may be added:**

QUANTITY		DESCRIPTION	PRICE EACH	AMOUNT	ADD TO QUOTE
1	EA	<b>UP-CHARGE FOR WAUSAU "SNOBARE" 10 FT TRIP-EDGE SNOWPLOW IN LIEU OF 9FT. "SNOBARE" PLOW INCLUDING:</b> - 10FT X 30"H X 3/8" POLYMER MOLDBOARD - TWIN REVERSING CYLINDERS - 1/2" X 8" C-1085 CUTTING EDGE - 1/2" HEAVY DUTY MOLDBOARD RIBS - 1/2" HEAVY DUTY BACKER ANGLE - 4 TORSION SPRING SINGLE TRIP EDGE - HYDRAULIC ANGLING - RUBBER DEFLECTOR	\$370.73	\$370.7	Yes / No

- ◆ Price does not include chassis or equipment modifications that may be necessary due to unforeseen compatibility issues. Customer will be contacted for approval before any modifications are made.
- ◆ Paint, if applicable, will be matched as closely as possible. An exact match cannot be guaranteed.
- ◆ Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- ◆ Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis
- ◆ Quote may not include all applicable Federal Excise Tax, Sales Tax or Delivery Fees.



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## QUOTATION

Quote ID: NCR0000487-1

Page 4 of 4

Customer must fill out the information below before the order can be processed...

<i>Accepted by:</i>	
<i>Date:</i>	
<i>P.O. number:</i>	

**Notes:**

	RETAIL	DLR INV		RETAIL	DLR INV
W1E F150 4X4 CREW	\$38100	\$35338.00	50S	CRUISE CONTROL	\$225 \$192.00
157" WHEELBASE			52B	SYNC	420 358.00
YZ OXFORD WHITE			53A	TRAILER TOW PKG	495 422.00
C CLOTH 40/20/40				23 GAL TANK	
G GRAY INTERIOR			85A	POWER EQUIP GRP	1170 998.00
100A EQUIP GRP				SP DLR ACCT ADJ	(1613.00)
.XL SERIES				SP FLT ACCT CR	(504.00)
.17"SILVER STEEL				FUEL CHARGE	10.92
99G 3.5L V6 GTDI	400	341.00	B4A	NET INV FLT OPT	NC 7.00
446 ELEC 6-SPD AUTO				DEST AND DELIV	1195 1195.00
.265/70R-17 A/T				TOTAL BASE AND OPTIONS	42005 36744.92
X27 3.31 REG AXLE	NC	NC		XL BASE DISCT PEG & TT	(500) (426.00)
7050# GVWR				TOTAL	41505 36318.92
FRT LICENSE BKT	NC	NC		*THIS IS NOT AN INVOICE*	
SELECTSHIFT					

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC08254

Quote \$29,495.16  
 Price 8-27-15  
 Date Rivdale  
 Customer Rivdale

**Ken Garff  
Ford**

American Fork

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 Fax: 801-763-6896  
 jime@kengarff.com

**JIM ELLIOTT**

COMMERCIAL FLEET MANAGER

597 East 1000 South  
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 www.kengarfford.com

r-morq90@AFFD004

Aug 27, 2015 12:36:15 PM

		RETAIL	DLR INV			RETAIL	DLR INV
F1E	F150 4X4 R/C	\$31260	\$28995.00	50S	CRUISE CONTROL	\$225	\$192.00
	141" WHEELBASE			52B	SYNC	420	358.00
YZ	OXFORD WHITE			53A	TRAILER TOW PKG	495	422.00
C	CLOTH 40/20/40				23 GAL TANK		
G	GRAY INTERIOR			85A	POWER EQUIP GRP	970	827.00
100A	EQUIP GRP				SP DLR ACCT ADJ		(1396.00)
	.XL SERIES				SP FLT ACCT CR		(436.00)
	.17"SILVER STEEL				FUEL CHARGE		10.92
99G	3.5L V6 GTDI	1995	1701.00	B4A	NET INV FLT OPT	NC	7.00
446	ELEC 6-SPD AUTO				DEST AND DELIV	1195	1195.00
	.265/70R-17 A/T				TOTAL BASE AND OPTIONS	36560	31875.92
X27	3.31 REG AXLE	NC	NC	XL	BASE DISCT PEG & TT	(500)	(426.00)
	7050# GVWR				TOTAL	36060	31449.92
	FRT LICENSE BKT	NC	NC		*THIS IS NOT AN INVOICE*		
	SELECTSHIFT						

F1=Help

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F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC08254

Quote  
 Price \$21,669.24  
 Date 8/27/15  
 Customer \_\_\_\_\_

**Ken Garff** | American Fork  
**Ford**

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 jime@kengarff.com

**JIM ELLIOTT**  
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r-morq90@AFFD004

Aug 27, 2015 3:35:37 PM

	RETAIL	DLR INV
F5H F550 4X4 CHAS/C	\$40895	\$37726.00
165" WHEELBASE		
Z1 OXFORD WHITE		
1 CLTH 40/20/40	100	85.00
S STEEL		
660A PREF EQUIP PKG		
.XL TRIM		
572 .AIR CONDITIONER	NC	NC
99T 6.7L V8 DIESEL	8130	6931.00
44W 6-SPEED AUTO	190	162.00
TFB .225 BSW AS 19.5		
X8L 4.88 LTD SLIP	360	308.00
68M PAYLD PLUS UPGR	1155	985.00
19500# GVWR PKG		
90L PWR EQUIP GROUP	895	763.00

	RETAIL	DLR INV
TELE TT MIR-PWR		
17F XL DECOR PKG	NC	NC
LESS TPMS		
213 ELECTRONIC SOF	185	158.00
41H ENG BLK HEATER	75	64.00
425 50 STATE EMISS	NC	NC
473 SNOW PLOW PKG	85	73.00
52B BRAKE CONTROLLR	270	230.00

TOTAL BASE AND OPTIONS 55445 47494.10  
TOTAL 55445 47494.10

\*THIS IS NOT AN INVOICE\*

\* MORE ORDER INFO NEXT PAGE \*

F8=Next

F3/F12=Veh Ord Menu

F1=Help  
F2=Return to Order  
F4=Submit  
F5=Add to Library  
S006 - MORE DATA IS AVAILABLE.

QC082541

Quote  
Price \$42,590.55  
Date 8-17-15  
Customer Riverdale

**Ken Garff** | American Fork  
**Ford**

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r-mora90@AFFD004

Aug 17, 2015 1:53:47 PM

	PRICE	DLR INV	RETAIL	DLR INV
535 HI CAP TRLR TOW	\$350	\$299.00		
61J JACK	55	48.00	DEST AND DELIV \$1195	\$1195.00
62R TRANS PTO PROV	280	239.00	TOTAL BASE AND OPTIONS	55445 47494.10
63B CLN IDLE DECAL	NC	NC	TOTAL	55445 47494.10
65Z AFT AXLE TANK	NC	NC	*THIS IS NOT AN INVOICE*	
67A DUAL ALTERNATOR	380	324.00		
AUX AUDIO INPUT				
96V XL VALUE PKG	595	507.00		
.CRUISE CONTROL				
.AMFM/CD/CLK				
98R MANUAL REGEN	250	214.00		
SP DLR ACCT ADJ		(2176.00)		
SP FLT ACCT CR		(677.00)		
FUEL CHARGE		29.10		
B4A NET INV FLT OPT	NC	7.00		

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S099 - PRESS F4 TO SUBMIT

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QC082541