## River Heights City

### COUNCIL MEETING AGENDA

### Tuesday, August 8, 2017

Notice is hereby given that the River Heights City Council will hold its regular council meeting beginning at 6:30 p.m. in the River Heights City Office Building at 520 S 500 E.

6:00 p.m.	Opening Remarks	(Smith) a	and Pledge of	Allegiance (Scott)
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6:05 p.m. Adoption of Previous Minutes and Agenda

Pay Bills

Finance Director Report Purchase Requisitions Public Works Report Administrative Report Public Comment

6:20 p.m. Eagle Presentation by Benjamin Lehnig

6:25 p.m. Discuss and Approve Rocky Mountain Power Wattsmart Program Cost for LED Lights in

City Office and Shop

6:30 p.m. Discuss Fireworks Restrictions

6:40 p.m. Mayor and Council Reports

7:00 p.m. Public Hearing to Discuss Possible Ironwood Development on Chugg Property East of

the Elementary School

8:00 p.m. Adjourn

Posted this 3<sup>rd</sup> day of August 2017

Shella Lind, Recorder

In compliance with the American Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify Sheila Lind, (435) 770-2061 at least 24 hours before the meeting.

# River Heights City

3		(	Council Meeting
4 5			August 8, 2017
6			August 6, 2017
7			
8	Present:	Mayor	James Brackner
9		Council members:	Doug Clausen
10			Robert "K" Scott
11			Geoff Smith
12			Dixie Wilson
13			Blake Wright
14			
15		Recorder	Sheila Lind
16		Public Works Director	Clayten Nelson
17		Finance Director	Clifford Grover
. 18		Treasurer	Wendy Wilker
19	O41	4.	Car attached on the
20	Others Presen	IL:	See attached rolls
21 22			
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~ <u>~</u> !.		The following me	otions were made during the meeting:
25		1110 10110 11110 11	- 12212 11 01 0 11 11 11 11 11 11 11 11 11 11 1
26	Motion #1		
27	Counc	cilmember Wright moved to	"adopt the minutes of the July 25, 2017 Council Meeting and
28			Scott seconded the motion, which passed with Clausen, Scott,
29		n and Wright in favor. No o	
30			
31	Motion #2		
32			o "pay the bills as listed." Councilmember Scott seconded the
33	motion, which	h passed with Clausen, Scot	t, Smith, Wilson and Wright in favor. No one opposed.
34			
35	Motion #3		
36			"approve Benjamin Lehnig's eagle project."
37			otion, which passed with Clausen, Scott, Smith, Wilson and
38	wright in fav	or. No one opposed.	
39 40	Motion #4		
40 41		pilmember Clausen moved to	o "go with the Rocky Mountain Power proposal for them to
42			Councilmember Scott seconded the motion, which carried
43			Wright in favor. No one opposed.
	Will Claubell	, 2000, Simili, Willboil and V	- 10 out oppose.

43 44 The River Heights City Council met at 6:00 p.m. in the Ervin R. Crosbie Council Chambers in the River Heights City Building on Tuesday, August 8, 2017. Councilmember Smith opened the meeting with a prayer. Councilmember Scott led the group in the Pledge of Allegiance.

Adoption of Previous Minutes and Agenda: Minutes of the July 25, 2017 Council Meeting, were reviewed.

Councilmember Wright moved to "adopt the minutes of the July 25, 2017 Council Meeting and the evening's agenda." Councilmember Scott seconded the motion, which passed with Clausen, Scott, Smith, Wilson and Wright in favor. No one opposed.

Pay Bills: The bills were presented and discussed. Mayor Brackner reminded at the last meeting they agreed to pay for the construction of the 600 East Road Project in the amount of \$193,970, which he found a discrepancy in. He has since talked with the engineer to find out they had to increase the amount of pipe and cement due to a collapsed pipe. Last meeting's figure was accurate. They are withholding \$9,683 from the contract until the city agrees the project is finalized.

Councilmember Clausen moved to "pay the bills as listed." Councilmember Scott seconded the motion, which passed with Clausen, Scott, Smith, Wilson and Wright in favor. No one opposed.

<u>Finance Director Report:</u> FD Grover explained that bills charged to shop split will no longer be split unless they total over \$100. Having to split small amounts between parks, roads, sewer and water has been too time consuming. From now on Treasurer Wilker will rotate charging these four accounts for the full bill if it is less than \$100.

Councilmember Clausen asked if cash on hand, shown on the Financial Summary, includes the payment for the recent road project. FD Grover answered in the affirmative.

Purchase Requisition: There were none.

Public Works Report and Discussion: PWD Nelson reported on the following:

- Saddlerock Phase 3 is underway; the sewer is in. They did the first water tie-in today. Dan Hogan wants to do asphalt before the end of this month. He plans to seal coat the roads in P2 and P3 in the spring.
- Today they poured concrete along the fence at the ball diamond. The cost will come out of this year's RAPZ grant.
- They have started to haul in some fill for the 1000 East sidewalks. Mayor Brackner informed the cost for the new sidewalk is going to be more than the original estimate of \$7,500, which was determined after they walked the project area. PWD Nelson pointed out the cost would also be more because the estimate didn't include supplies purchased by the city to prepare the area. They have also determined that one of the driveways will be more work than they originally thought.

Administrative Report: Recorder Lind reported that Quentin Gardner is no longer running for city council, which means there won't be a primary election.

<u>Public Comment:</u> Councilmember Wright requested (regarding the Irongate Development proposal) that the Council ask themselves what demographic they want to attract in River Heights when it comes to housing, such as; first time home buyers, young families, retirees, etc. Historically it's been more of a professional community. What do we want now? Councilmember Clausen feels there is a semantics problem. He keeps hearing the term 'townhome,' rather than 'condo.' Perhaps they need to make the distinction. Mr. Wright said the developers need to make that clarification. If the developers don't present what the city wants, they don't have to agree to it.

Shellie Giddings asked if the Council got to decide what that demographic would be or the citizens. She was told the Council plans to get public input and represent them in their vote.

Mayor Brackner presented figures on how much impact fees could be collected from the new development and the annual property taxes. FD Grover would like to see what the projected incremental costs on the development will be. PWD Nelson said he and the mayor are working on getting these figures.

Eagle Presentation by Benjamin Lehnig: Benjamin Lehnig presented his project of being in charge of the Apple Days 5K race. He dispersed a handout which explained how he will manage and direct it. On August 17<sup>th</sup> he will hold a practice run starting in the park. Beforehand he will give a history of some of the old homes in River Heights. He showed a map of the course. He estimated the total cost would be around \$250, which they will earn back with applicant fees. Historically they have had 150-200 runners. The Council was impressed with his presentation.

Councilmember Wilson moved to "approve Benjamin Lehnig's eagle project." Councilmember Clausen seconded the motion, which passed with Clausen, Scott, Smith, Wilson and Wright in favor. No one opposed.

Discuss and Approve Rocky Mountain Power Wattsmart Program Cost for LED Lights in City Office and Shop: Councilmember Clausen explained about one month ago RMP came out with the Wattsmart Program which upgrades cities' lights to LED. They would pay ¾ of the cost and the city would pay ¼. Mr. Clausen asked RMP to analyze the cost for River Heights, which they did. He reviewed the quotes they turned in for upgrading the lights in the city facilities, which came to \$741. The payback period would be 11 months. He believes this is a great deal, but it only goes until August 11. Rocky Mountain Power will do all the initial installation. Mayor Brackner feels like it's a win/win situation. PWD Nelson asked Mayor Brackner if he had looked into the idea that LED lighting can cause headaches. Mr. Brackner didn't find anything substantial.

Councilmember Clausen moved to "go with the Rocky Mountain Power proposal for them to install LED lights at a cost of \$741.00." Councilmember Scott seconded the motion, which carried with Clausen, Scott, Smith, Wilson and Wright in favor. No one opposed.

<u>Discuss Fireworks Restrictions:</u> Mayor Brackner reported he's had three complaints from people about fireworks scarring their dogs. He realized it's a bigger discussion than they had time for tonight. He asked the Council to think about the possibility of restricting the number of days to light firework. PWD Nelson felt this is already covered in the nuisance ordinance. It's a matter of enforcement.

Mayor and Council Reports: Mayor Brackner informed the city has received a signed agreement on the grant, awaiting completion of the 700 South Sidewalk. Mr. Brackner asked if any council members would be interested in attending an upcoming CVTD luncheon scheduled for August 25. Rodger Pond was in attendance and explained who the speakers would be. Councilmembers Wright, Wilson and Smith were interested.

Council member Smith reminded Apple Days is coming up two weeks from Saturday. He discussed road closures for the parade with PWD Nelson. He encouraged everyone to attend.

Councilmember Wilson explained that Mike Nelson has asked for signs and for the strip behind the school be painted red to prevent parking during soccer season. PWD Nelson said they will need to bring in some road base first and they are too busy to do this right now. She asked if she could have someone else do it. He said he would be fine with this. Ms. Wilson is worried about water on the tennis courts causing damage. PWD Nelson reported he has checked the sprinklers and said there will always be some water getting on it. He will look again. She reminded Mayor Brackner to write a letter to the County explaining the projects the city has done, which are eligible for RAPZ money.

Mayor Brackner called for a 10 minute recess.

Public Hearing to Discuss Possible Ironwood Development on Chugg Property East of the Elementary School: Mayor Brackner welcomed the public in attendance. Jeff Jackson and Justin Cooper (owners of Ironwood/Visionary Homes) were in attendance.

Jeff Jackson explained they asked for this hearing prior to the application process to get public input on their idea. They believe they have the last jewel in Cache Valley (prime property for a larger, high quality development). He explained their first plan did not excite them or the city. The city asked that they come back with something better. They were excited to bring a new concept to Cache Valley. The number of acres allows them to create a master plan community. He pointed out this property is still in the county and will be annexed to Providence or River Heights. At this point they are gaining a good relationship with River Heights.

Mr. Jackson explained the three sections of their plan: 43 active adult, 47 single-family and 116 townhomes. He explained the acreage per section. The city has expressed a desire to have the area along 1000 East open, to preclude a corridor of fencing, which they have done by adding green space to this area. They have shown about a mile of walking trail and would like to incorporate a clubhouse. He explained they would have HOA fees structured to each section, as well one for the full development. This is just a concept. They don't have all the details.

Chris Milbank asked the number of units and was told there would be a total of 206, which would include an average of 600-800 people. The city's current population is near 1850, while the number of homes is about 630. Mr. Milbank is concerned about maintenance and upkeep of roads.

Lori Weinburger thinks the second proposal is very beautiful and would like to see it in River Heights, not Providence. She is concerned that 1000 East is already very busy. She would love to see more active adult or larger lots and not townhomes. She wondered how the school would be affected by adding 208 more homes to the area.

Mayor Brackner explained in order to make a project with so much open space, the developers need to be able to sell a certain number of lots. Lori Weinburger was sure the developers have some other ideas.

Michelle Cordova is in favor of some townhomes, but not the excessive amount shown on the plan. She and her husband would love a townhome. She hopes they would be built in a very desirable fashion. She doesn't see enough parking. Jeff Jackson said they have designed the parking per city code, but know it's a concern, which they are willing to discuss.

Steve Maynard is worried about resources. Mendon has a moratorium on building because of their limited resources. He is also concerned about the townhomes. He said Nibley has some with inadequate parking, and a number of them for sale. He worries about them sitting vacant and having a transient community. He asked if there was any way to make it work without the townhouses. Jeff Jackson responded that the challenge is the density they need to balance the amount of open space. They would like to be able to sell the lots at \$85,000. If there are less lots, they will need to charge more. He showed a rendering of the townhomes.

Chazel Jenkins said she has lived in Visionary's townhomes before and there were problems with the HOA and other things. She was promised all these same things and it only took 5 years to become transient. She feels River Heights is a place where people want to move and live forever. Visionary is a respectful company, but they need to respect River Heights and NOT build townhomes. Jeff Jackson answered in smaller areas they can't find enough people to serve on the HOA boards. In larger developments its not a problem.

Shellie Giddings asked why this has to be a master planned community. Jeff Jackson said they were asked by the city to present something with open space.

Ruthann Nelson asked about their plan for groundwater. Jeff Jackson said they won't allow basements in the active adult area and townhome. They also have a plan for a land drain that would empty into Spring Creek.

Dean Samuels moved here from San Diego because it's a single-family dwelling area. He thanked the council for keeping it that way. He discussed the number of children in the River Heights School already. He doesn't trust the HOA system; it's expensive and they don't keep up on their promises.

Jared Leatham agrees there could be the best of both worlds. However, the profits of the developer shouldn't be the main focus. He appreciates the open space and diversity of plan B. He stated he spent over three years managing Blackhawk Condos where he learned a lot. Condos WILL become transient. Parking is a problem and the HOA will have to deal with it, with no enforcement from the city. He said there was a constant turnover in the HOA at Blackhawk. Fees were low in the beginning and then they went up. It was hard for the association to keep up on maintenance. Transients are not interested in the longevity of the development. He suggested that nothing go forward until a transportation study is done.

Chris Milbank asked if the city ordinance covers this design. He was told 'no,' it would need to be changed. However, if the development went to Providence, River Heights would not have a say or recoup any impact fees or property taxes.

Elaine Thatcher said her family has lived in River Heights since 1921. She knows growth is inevitable. She no longer wants her ½ acre lot and is interested in the active adult area, although she also doesn't like HOAs. She is concerned about the traffic, no matter what city it goes to, but would like River Heights to maintain control over this.

Bob Larsen said he liked the concept.

Michelle Kartchner wondered how the city will maintain safety on 600 South. Transient communities bring a lot of traffic. She loves the walking trails and active adult ideas. She was curious where the children in this area would go to school.

Marsha Kraus knows it will be developed one way or another. She was concerned about the impact on the school and liked the idea of the adult living homes. She wondered about additional traffic on 600 South and suggested coming up with some options, like one-way traffic during school hours. She said there is still a demand for larger lots, which people are willing to pay for.

Dean Samuels asked if River Heights could annex the property without allowing it to be developed. Jeff Jackson said the owners would fight it.

Seth Tait lives off of 600 South and found it interesting that we are all trying to find a solution where we can have our cake and eat it too. He was grateful to the developer for having this meeting. He discussed and handed out information about conservation subdivision plans, which is a way to have larger lots and green space. He discussed how other cities handle this kind of development.

Ryan Lowder lives near the top of 1000 East and said every year he gets two to three cars that slide down into his yard because of the steepness of the road slope. He isn't favorable to adding more drivers on this road. He isn't seeing improvements to the road systems. Mayor Brackner informed, the whole street will be replaced with the new Logan development. Mr. Lowder said townhomes will attract more college students who will be brave enough to go up a hill when it's not safe.

Blake Kohler said River Heights is a wonderful place to live. This kind of development may price people out, like himself. He'd like to see families like his be able live here. He said the amount of greenspace would be awesome. He suggested more single family and active adult lots and keeping the greenspace along 600 South and 1000 East. He knows this is going to happen no matter how much

we don't like it. It would be to our benefit to be on the side of the developer and try working with them.

Sharlie Gallup asked about the comparable acreage to Saddlerock. She wondered where the water runoff would go and if sewer rates would go up? Where will it all go and who will pay for it? She is also concerned about the high water table. Mayor Brackner pointed out they are just gathering opinions.

Jim Payant has lived in River Heights since 1990. He was concerned with the impact on the school. River Heights Elementary is already full. He suggested increasing the number of active adults in the townhouses so they could have more volunteers at the school.

Dwight Einzinger couldn't believe the city would want to impose an HOA on any homeowner. He can see lots of inefficiencies on this plan. There should be more options.

Cindy Larsen said more than half of the student body at River Heights Elementary is from Providence. She perceives the traffic will go down if the Providence kids are replaced with new move ins from River Heights.

Mayor Brackner reviewed, there are concerns with the school and townhouses. He asked for a raise of hand from those who didn't want to see any townhomes, which proved to be the majority.

Jeff Jackson appreciated the time of the residents and their comments. They can surely look at expanding the adult living area. He assured this development is not about developer profit. He has a passion for good development. People want affordable product, which this type of mix provides.

Mayor Brackner invited those in attendance to stay to meet the candidates.

The meeting adjourned at 8:05 p.m.

Sheila Lind, Recorder

James Brackner, Mayor

Please print your name on the roll and check the box at the right if you wish to speak during the meeting.

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Parks and Rec	\$	903	\$	97,524	\$	186,018
Roadways	\$	350	\$	37,800	\$	72,100
Water-1" connection	\$	2,779	\$	300,132	\$	572,474
Sewer-1" connection	\$	1,447	\$	156,276	\$	298,082
Total Impact Fees	\$	5,479	\$	591,732	\$	1,128,674
					:	
Water Connection Fee	\$	1,500	\$	162,000	\$	309,000
Sewer Inspection Fee	\$	1,200	\$	129,600	\$	247,200
Storm Water Inspection	<u>\$</u> \$	100	\$	10,800	\$	20,600
Total Other Fees	\$	2,800	\$	302,400	\$	576,800
Total Impact & Other Fees	\$	8,279	\$	894,132	\$	1,705,474
	Pr	operty Tax				
Estimated Sales Price:						
Single Family (\$350,000 X 108)			\$ 3	37,800,000		
Single Family (\$300,000 X 47)					\$	14,100,000
Active Adults (\$260,000 43)					\$	11,180,000
Town Homes (\$185,000 X 116)					<u>\$</u>	21,460,000
Total Estimated Sales Valu	e		\$ 3	37,800,000	\$	46,740,000
Assessed Value at 55%				20,790,000	ć	25,707,000

Estimated Annual Property Tax at .1102%

28,329

ust a	5, 2017						
			Cash Balance B	y Fund			
			07/31/17	08/08/17	Net Change	% of Total	
	General Fund		205,845.20	204,246.50	(1,598.70)	17.84%	
	Capital Projects	Fund	(64,094.17)	(64,094.17)	-	-5.60%	
	Water Fund		216,656.19	217,226.93	570.74	18.98%	
	Sewer Fund		787,327.96	787,209.41	(118.55)	68.78%	
	Total Cash Bala	ince	1,145,735.18	1,144,588.67	(1,146.51)	100.00%	
		_					
		<u>Buc</u>	lget Summary - Ji	une 30, 2017		% Of	
					Unexpended	Budget	% Of Time
			YTD Actual	Annual Budget	Budget	Incurred	Incurred
Ge	neral Fund					······································	
	Revenue		54,221.43	767,990.00	713,768.57	7.06%	10.68%
	Expenditures	Administrative	7,883.27	160,120.00	152,236.73	4.92%	10.68%
		Office	630.78	14,975.00	14,344.22	4.21%	10.68%
		Community Affairs	-	22,600.00	22,600.00	0.00%	10.68%
		Planning & Zoning	(1,042.87)	7,100.00	8,142.87	-14.69%	10.68%
		Public Safety	1,932.00	99,460.00	97,528.00	1.94%	10.68%
		Roads	10,647.64	104,150.00	93,502.36	10.22%	10.68%
		Parks & Recreation	7,132.14	80,846.00	73,713.86	8.82%	10.68%
		Sanitation	11,879.90	144,000.00	132,120.10	8.25%	10.68%
		Transfer To CP Fund		100,000.00	100,000.00		
	Total Expenditu	ıres	39,062.86	733,251.00	694,188.14	5.33%	10.68%
	Net Revenue C	ver Expenditures	15,158.57	34,739.00	19,580.43		
· Ca	pital Projects Fu	nd :					]
Ca	Revenue	IU	_	50.00	50.00		10.68%
	Transfer From	General Fund	-	375,000.00	375,000.00		20,007
	Expenditures	Administrative	4,900.00	35,000.00	30,100.00		10.68%
		Parks & Recreation	-	-	-		10.68%
		Roads	-	420,000.00	420,000.00		10.68%
		Electricty		4,162.74	4,162.74		10.68%
	Total Expendit	ures	4,900.00	459,162.74	454,262.74		10.68%
	Net Revenue C	Over Expenditures	(4,900.00)	(84,112.74)	(79,212.74)		
W	ater Fund						
	Revenue	A CONTRACTOR OF THE PROPERTY O	56,602.56	332,480.00	275,877.44	17.02%	10.68%
	Expenditures		18,341.80	241,305.00	222,963.20	7.60%	10.68%
	Net Revenue C	Over Expenditures	38,260.76	91,175.00	52,914.24		
Se	ewer Fund				and an an analysis and the second of the sec		
	Revenue		30,610.25	231,300.00	200,689.75	13.23%	10.68%
	Expenditures		21,235.40	259,411.00	238,175.60	8.19%	10.68%
	-	_					

9,374.85

**Net Revenue Over Expenditures** 

(28,111.00)

(37,485.85)

### **Benjamin's Eagle Scout Project**

### Immediate Needs

- City walk/run practice Thursday August 17<sup>th</sup> at 7:00 PM meet at city park.
- Write up on 4 of the oldest homes in River Heights.
- Need to make handouts to advertise the walk and the city 5k (take to each house)
- · Handouts to primary children

### Apple Days 5K

- Order chalk paint for lines and direction
- Order apple Fritters from Macey's
- Get cross country timers from Don Bigger (coach)
- Make or order trophies and get blue ribbons

- Talk to Annette Smith or Thunell about the houses
- Have scouts take the flyers to the houses on Saturday August 12,2017 (8 YM or YW to help)
- Will make the flyer and have the city make the copies
- Make finishing posters for age division (3 boards, 2 for 5K, 1 for 1Mile)
- Bib numbers and pins
- Pens, Sharpies, Notebooks, clipboards
- Plastic cups
- Poster of the 5K (at Runners North)

### Friday

- Chalk the course the night before (1 Adult and 2 youth)
- Pick up orange safety cones from city

### Saturday

- Pick up Apple Fritters, Apple Juice, oranges, bananas, Milk, cup, Ice 1 bag sat 7:00AM (1 Adult)
- Put up signs with arrows (1 adult, 2 youths)
- Set up two tables, 1 for registration, 1 for finish line
- Put out cones
- Timers (two adults)

### Volunteers

- Start line hand out bib numbers and pins
- City employee to take money as registration takes place
- End line we need 6 8 people helping to tear off bib numbers and put them on the poster board

### Prizes

- Apple music players?? (ha, ha, ha)
- Silly string for kids (35 or more depending on how many children)
- Apple pies
- Apple Ice cream
- Apple Cider (Zollinger's)
- Apple Tree

### How to Register

- River Heights City website
- River Heights City office hours
- Day of registration
- Cost \$2/person

- 2 volunteers for food
- Some corners direction and cheering people (4-8 volunteers)
- 1 mile race will need volunteers at each corner (4 total)
- Carmel apples
- Apple Fritters 70 or more, Juice, Milk, napkins, 1bag crushed ice, (\$100)
- Chalk Spray for Road (\$14)
- Awards (\$35)
- Prize giveaways at the end of the race \$100

# wattsmart® Small Business Direct Customer Installation Agreement





Shortened RMP ACCOUNT # 2226009	RIVER HEI	GHTS CITY	Installation Agreement #
Assessor Assessment D Brian Clarine 7/27/17 Installation Contractor	533 S		Customer Phone Survey Total Version 435-7522646 3.66 Contact Name Contact Title James Brackner Business Manager
	. Estimated Annual Savings \$335.00	Payment Terms.  Total Cost of Installed Measures:	\$1,176.72
	Pay Back Period (months)	Less: Program Incentive:	\$882.53
	11	Additional Work Performed:	-
The installed energy saving upgrades are warrantied for 1	Annual kWh, saved	Customer Co-Pay:	
year for Willdan installed parts and labor. The manufacturer's	3,075	Customer Payment Due Upon Completion:	\$294.19
warranty continues beyond this time frame.	Annual kW saved	Authorization for Insi	tallation of Energy Saving Upgrades
	8	Customer Name:	James Brackner
		Customer Signature:	Date:
		Auditor Name:	Brian Clarine
	•	Auditor Signature:	Date:

#### **Dear Rocky Mountain Power Customer:**

Thank you for your participation in the Rocky Mountain Power's wattsmart Small Business Direct Program. This Customer Installation Agreement discloses eligibility requirements, and terms and conditions applied to your project as defined by the itemized Work Order attached. The specific replacement measures are listed on the attached Customer Work Order, hereafter referred to as the "Scope of Work." The Customer or a representative must authorize and agree to the items below by signing this Agreement.

### **Eligibility Requirements and Other Terms and Conditions**

- 1. ELIGIBILITY: Rocky Mountain Power's (RMP) wattsmart Small Business Direct (SBD) Program offers discounted project costs to qualifying RMP customers as outlined in the program requirements provided to the customer. An instant incentive is applied to the project costs and the customer is credited for the estimated energy savings (kWh) resulting from the installation of energy-efficiency measures at the location where the qualifying project is to be installed.
- 2. ELECTRICAL VIOLATIONS: If electrical violations (as defined by the State Electrical Code) are found within the establishment, we must inform the owner or the responsible representative of the life-safety electrical situation that exists before proceeding with the project scope. The existing violations must be corrected by the owner prior to participation in the SBD Program.
- 3. QUALIFYING PROJECTS AND MEASURES: Qualifying projects Include replacement of eligible electric energy-efficiency measures proposed by RMP's wattsmart SBD Implementation contractor, Willdan Energy Solutions (Willdan), based on an energy assessment of the building. Qualifying projects do not include any electric energy-efficiency measures or energy-efficiency equipment or services purchased, contracted for, or installed prior to the program start date. Customer agrees that it may be required to pay additional costs to repair any existing failing equipment (not covered by program) such as, but not limited to, light switches, lamps sockets, or other fixture components. Willdan will disclose and provide a quote and request customer approval prior to replacement of any equipment.
- **4. INSTALLATION AGREEMENT:** By signing this Installation Agreement, the customer authorizes Willdam or its subcontractors a) to access the building's RMP energy use for the previous 12-24 months, b) to enter the building for the purposes of i) conducting an energy assessment of the building, ii) installing SBD Program measures, iii) installing any energy-efficiency measures agreed to in the "Scope of Work", iv) inspecting installed measures, and v) evaluating the performance of the installed measures.
- 5. PAYMENT: Customer is responsible for the balance of project costs (Customer Co-Pay) after credit of the SBD incentive. All payments are due immediately upon completion of work. Late fee may be applied for late payments. Upon receipt of full payment, the title of installed measures transfers to the Customer.
- 6. CUSTOMER WORK AUTHORIZATION AND PROJECT WORK PLAN: Willdan, or its subcontracted partners, will meet with the customer to review the project Scope of Work during the pre-inspection, provide information on alternatives, discuss work process, and create a work schedule. Willdan, RMP's implementation contractor, will complete, or select and provide an approved installation subcontractor to complete the measure installation work. Willdan will schedule and/or monitor the required installation services.

- 7. POST-INSPECTION OF WORK AND PAYMENT OF INCENTIVES: The customer must pay the customer Co-Pay balance defined in the Scope of Work upon completion of the project's post-inspection process. Willdam's will conduct a post-installation inspection to ensure satisfactory project installation. Installation will commence within 30 days of execution of this agreement.
- 8. CUSTOMER INFORMATION: Customer agrees that RMP may provide customer information including customer name, account number, electric consumption data and electric savings to its third-party evaluation contractor for program evaluation purposes. The evaluation contractor will keep customer information confidential. Customer information may also be provided to the State Public Service Commission. Any customer information provided to the State Public Service Commission will be aggregated with information about other customers and will not be personally identifiable.
- 9. TAX LIABILITY and CREDITS: Neither RMP nor Willdan will be responsible for any taxes which may be imposed on the customer as a result of measures installed under this program or as a result of the customer's receipt of any rebate. The project costs paid by this program (incentives) may have tax implications for the customer and the customer is encouraged to consult the customer's tax advisor. The customer must provide Willdan with a valid Federal Tax I.D. number and legal business name and address. If the customer claims exemption from any tax the customer must provide appropriate documentation prior to the installation of measures. The IRS will be advised of the customer rebate on a Form 1099 if the customer receives a rebate greater than \$600, unless the customer provides evidence of tax exempt status.
- 10. DISPUTES: RMP will have sole discretion to decide on the final resolution of any issues including but not limited to eligibility or incentives.
- 11. PROGRAM CHANGES: RMP and Willdan reserve the right to change, modify, or terminate this program at any time without any liability except as expressly stated herein. RMP and Willdan will honor all terms in the Scope of Work provided to customers prior to the date of any change, modification or termination of this program, provided that project installations are fully completed within the time specified in the Scope of Work.
- 12. PROJECT OFFER and PROGRAM EXPIRATION: This project offer will expire 5 days following the end of your community's enrollment period, which may be found on the SBD Website. This program will expire September 1, 2019, when funds are depleted, or when the program is terminated, whichever comes first.
- 13. Polychlorinated Biphenyl (PCBs): Any materials containing PCBs, specially, but not limited to, fluorescent light ballasts, will not be removed and replaced. It is recommended to contact the state environmental agency to understand what steps are required to safely remove and replace these materials.
- 14. DISCLAIMER: Neither RMP nor Willdan makes representations or warranties, expressed or implied, and do not guarantee that implementation of energy-efficiency measures or use of the equipment purchased or installed pursuant to this program will result in energy-cost savings. Accordingly, RMP recommends that all customers consider engaging qualified engineers or other qualified consultants to evaluate the risks and benefits, if any, of such implementation and use on energy consumption, cost savings, or operation of customers' facilities.
- 15. INSTALLATION and DISPOSAL REQUIREMENTS: All work must be in full compliance with the requirements of applicable laws, rules, and regulations of authorities having governmental and regulatory jurisdiction. Work must be by performed by participating contractors or subcontractors approved by Willdan and RMP for participation in the SBD Program. Additionally, work must be completed within 30 days of the signature date on the Installation Agreement. The applicant agrees that as a requirement of the program, the contractor or subcontractor carrying out installation of measures under this program shall remove and dispose of any and all equipment or materials that are replaced or removed in accordance with all applicable laws, rules, and regulation. The customer agrees not to keep existing lamps, fixtures, or other energy measures that were replaced in the program.
- 16. Willdan's entire liability and obligation under this agreement will not exceed the net customer cost. Under no circumstances will Willdan be liable for any special, incidental, indirect, punitive and/or consequential losses or damages of any kind or nature whatsoever (including, without limitation, for lost profits, time, or revenue) for anything arising out of the performance or nonperformance of this agreement, whether claims for said losses or damages are premised on warranty, negligence, strict liability, contract or otherwise.

This energy saving program is brought to you by Rocky Mountain Power and implemented by Willdan Energy Solutions.

### Terms and Conditions

#### By signing the below I agree to the following:

- 1. The installation of the energy efficiency measures listed was completed and number of measures actually was filled in on each line.
- 2. All material was properly cleaned up at the job site.
- 3. I understand that all work identified on this work order above in the section "RMP Contribution" is paid for by Willdan. I understand that I am responsible to pay the contractor identified above for that portion of the total cost identified above in the section "Customer Pays Contractor" at the time that the installation is completed. I further understand that I may pay the subcontractor by any of the following methods: check or money order.

				Installations Complete for I	Energy Saving Upgrades	
Customer Paid:	No	Job Complete:	No .	Field Supervisor Signature:		Date:
				Customer Signature:	-	Date:

### Customer Installation Agreement-Work Order (Page 1 of 3) Customer Installation Agreement-Work Order (Page 1 of 1)

Shortened RMP A 222600		F top. 1		Customer RIVER HEIGHTS CITY				
Location	Color	Ht.	ENERGY SAVINGS Existing Measures	URGRADES:	QTY	Extended	Only require different Coston	ier 🔭 pre
Garage Door Opener	Temp 3000	12	A-LMP: INCANDESCENT (1) 60W LAMP	5000 - 9W LED A19 Lamp / 60 W equivalent	2	ατ <b>γ</b> 2	Initial	3
Garage Main Area	4000	12	FL. (4) 48" T8 lamp ISB NLO (BF: .8595)	4X 5000 - 10W 48" TLED/ 32W Equivalent	6	24		
Task Lighting on Back Wall	4000	8	FL. (2) 48" T8 lamp ISB NLO (BF: .8595)	2X 5000 - 10W 48" TLED/ 32W Equivalent	2 **	4		
South Shop Area	4000	12	OTHER - Document Type and Wattage in Notes	Document in Notes	8	8 .		
- South Shop Area	4000	12	A-LMP: INCANDESCENT (1) 100W LAMP	22/2700 - 18W LED A21 Lamp / 100 W equivalent	1	1		
South Shop Area	4000	12	FL. (2) 48" T8 lamp ISB NLO (BF: :85-:95)	2X 5000 - 10W 48" TLED/ 32W Equivalent	2	4		
Park RR Closet	4000	12	FL. (4) 48" T8 lamp ISB NLO (BF: .8595)	4X 5000 - 10W 48" TLED/ 32W Equivalent	1,	. 4		
Park Men's RR	4000	12	FL. (2) 48" T8 lamp ISB NLO (BF: .8595)	2X 4000 - 10W 48" TLED/ 32W Equivalent	2	4		
Park Women's RR ;	4000	12	FL: (2) 48" T8 lamp ISB NLO (BF: .8595)	2X 4000 - 10W 48" TLED/ 32W Equivalent	2	4		
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### Customer Installation Agreement-Work Order (Page 2 of 3) Customer Installation Agreement-Work Order (Page 1 of 1)

Shortened RMP/ACCOUNT 2226009	#LOS PARCIOLAS, COMPA	Customer RIVER HEIGHTS CITY	7		installation Agreemer 2226009-A	t#. *****
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## Customer Installation Agreement-Work Order (Page 3 of 3) Customer Installation Agreement-Work Order (Page 1 of 1)

	Shortened RMR-ACCOUNT#			Customer :			Installation Agreement 2226009-A	#*
ş/ .#	ta e ta	EN	ERGY SAVI	NGS UPGRADES		e e e e e e e e e e e e e e e e e e e	(Doby respicted) // determent GTY	Inspection *
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### MATERIALS SUMMARY REPORT

Shortened.RMP ACCOUNT #   Ct 2226009   RIVER H		Customer HEIGHTS CITY	·		Installation Agreement # 2226009-A				
Assessor	Brian Clarine	Shop back behind Tennis Courts	***************************************		Field St	Field Supervisor			
<del>austranius selektris istudios elikorilis siligididasi. s</del>	Replacemen	t Measures	Lamp Code	· QTY	Ballasts Needed	QTY	Kits Needed	<b>ΟΤΥ</b>	
5000		mp / 60 W equivalent	455881	2	ICN-4P32-N	7			
		D/ 32W Equivalent	468298	36	and the superior of the control of t	two transport	Maria anadaga ay		
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Lift Needed	. 9.,	Wire Work Needed	· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·					
No		No							
	Notes In the South area o	of the shop, the CFLs are 2-pronged lamps, I	do not believe we	can do them.		Y	<u> </u>		
Installer	I certify that I hav	e been issued the parts listed above and am e for installing or returning these parts.		Signature	Printed N	ame		Date	
Field Supervisor	ieshniisibii	or or matering or returning trees parts.		- Grande	1 mad N				

# wattsmart® Small Business Direct Customer Installation Agreement





			int 1		
Shortened RMP A	CCOUNT#			Installation Agreen	nent#
222601	.2	RIVER HEI	GHTS CITY	2226012-A	
Assessor .	Assessment Date		*. *	Customer Phone	Survey Tool Version
Brian Clarine	7/27/17	520 S 500	0 E # 2	435-7522646	3.66
Installation Co	ntractor	RIVER HEIGH	TS UT, 84321	Contact Name	Contact Title
		jamesbrackner@	riverheights.org -	James Brackner	Business Manager
		Estimated Annual Savings	Payment Terms		
		\$503.00	Total Cost of Installed Measures:	\$1,825.63	-
		Pay Back Period (months)	Less: Program Incentive:	\$1,369.24	
		11	Additional Work Performed:	-	-
The installed energy		Annual kWh saved	Customer Co-Pay:	\$456.39	
upgrades are warrant year for Willdan instal and labor. The manuf	lled parts . facturer's	4,771	Customer Payment Due Upon . Completion:	\$456.39	
warranty continues be time frame.	eyond this	Annual kW saved	Authorization for Inst	tallation of Energy Saving Upgra	des
		15	Customer Name:	- James Brackne	r
		,	Customer Signature:		Date:
			Auditor Name:	Brian Clarine	
			Auditor Signature:		Date:

#### **Dear Rocky Mountain Power Customer:**

Thank you for your participation in the Rocky Mountain Power's wattsmart Small Business Direct Program. This Customer Installation Agreement discloses eligibility requirements, and terms and conditions applied to your project as defined by the itemized Work Order attached. The specific replacement measures are listed on the attached Customer Work Order, hereafter referred to as the "Scope of Work." The Customer or a representative must authorize and agree to the items below by signing this Agreement.

### **Eligibility Requirements and Other Terms and Conditions**

- 1. ELIGIBILITY: Rocky Mountain Power's (RMP) wattsmart Small Business Direct (SBD) Program offers discounted project costs to qualifying RMP customers as outlined in the program requirements provided to the customer. An instant incentive is applied to the project costs and the customer is credited for the estimated energy savings (kWh) resulting from the installation of energy-efficiency measures at the location where the qualifying project is to be installed.
- 2. **ELECTRICAL VIOLATIONS:** If electrical violations (as defined by the State Electrical Code) are found within the establishment, we must inform the owner or the responsible representative of the life-safety electrical situation that exists before proceeding with the project scope. The existing violations must be corrected by the owner prior to participation in the SBD Program.
- 3. QUALIFYING PROJECTS AND MEASURES: Qualifying projects include replacement of eligible electric energy-efficiency measures proposed by RMP's wattsmart SBD Implementation contractor, Willdan Energy Solutions (Willdan), based on an energy assessment of the building. Qualifying projects do not include any electric energy-efficiency measures or energy-efficiency equipment or services purchased, contracted for, or installed prior to the program start date. Customer agrees that it may be required to pay additional costs to repair any existing failing equipment (not covered by program) such as, but not limited to, light switches, lamps sockets, or other fixture components. Willdan will disclose and provide a quote and request customer approval prior to replacement of any equipment.
- 4. INSTALLATION AGREEMENT: By signing this Installation Agreement, the customer authorizes Willdam or its subcontractors a) to access the building's RMP energy use for the previous 12-24 months, b) to enter the building for the purposes of i) conducting an energy assessment of the building, ii) installing SBD Program measures, iii) installing any energy-efficiency measures agreed to in the "Scope of Work", Iv) inspecting installed measures, and v) evaluating the performance of the installed measures.
- 5. PAYMENT: Customer is responsible for the balance of project costs (Customer Co-Pay) after credit of the SBD incentive. All payments are due immediately upon completion of work. Late fee may be applied for late payments. Upon receipt of full payment, the title of installed measures transfers to the Customer.
- 6. CUSTOMER WORK AUTHORIZATION AND PROJECT WORK PLAN: Willdan, or its subcontracted partners, will meet with the customer to review the project Scope of Work during the pre-inspection, provide information on alternatives, discuss work process, and create a work schedule. Willdan, RMP's implementation contractor, will complete, or select and provide an approved installation subcontractor to complete the measure installation work. Willdan will schedule and/or monitor the required installation services.

- 7. POST-INSPECTION OF WORK AND PAYMENT OF INCENTIVES: The customer must pay the customer Co-Pay balance defined in the Scope of Work upon completion of the project's post-inspection process. Willdam's will conduct a post-installation inspection to ensure satisfactory project installation. Installation will commence within 30 days of execution of this agreement.
- 8. CUSTOMER INFORMATION: Customer agrees that RMP may provide customer information including customer name, account number, electric consumption data and electric savings to its third-party evaluation contractor for program evaluation purposes. The evaluation contractor will keep customer information confidential. Customer information may also be provided to the State Public Service Commission. Any customer information provided to the State Public Service Commission will be aggregated with information about other customers and will not be personally identifiable.
- 9. TAX LIABILITY and CREDITS: Neither RMP nor Willdan will be responsible for any taxes which may be imposed on the customer as a result of measures installed under this program or as a result of the customer's receipt of any rebate. The project costs paid by this program (incentives) may have tax implications for the customer and the customer is encouraged to consult the customer's tax advisor. The customer must provide Willdan with a valid Federal Tax I.D. number and legal business name and address. If the customer claims exemption from any tax the customer must provide appropriate documentation prior to the installation of measures. The IRS will be advised of the customer rebate on a Form 1099 if the customer receives a rebate greater than \$600, unless the customer provides evidence of tax exempt status.
- 10. DISPUTES: RMP will have sole discretion to decide on the final resolution of any issues including but not limited to eligibility or incentives.
- 11. PROGRAM CHANGES: RMP and Willdan reserve the right to change, modify, or terminate this program at any time without any liability except as expressly stated herein. RMP and Willdan will honor all terms in the Scope of Work provided to customers prior to the date of any change, modification or termination of this program, provided that project installations are fully completed within the time specified in the Scope of Work.
- 12. PROJECT OFFER and PROGRAM EXPIRATION: This project offer will expire 5 days following the end of your community's enrollment period, which may be found on the SBD Website. This program will expire September 1, 2019, when funds are depleted, or when the program is terminated, whichever comes first.
- 13. Polychlorinated Biphenyl (PCBs): Any materials containing PCBs, specially, but not limited to, fluorescent light ballasts, will not be removed and replaced. It is recommended to contact the state environmental agency to understand what steps are required to safely remove and replace these materials.
- 14. DISCLAIMER: Neither RMP nor Willdan makes representations or warranties, expressed or implied, and do not guarantee that implementation of energy-efficiency measures or use of the equipment purchased or installed pursuant to this program will result in energy-cost savings. Accordingly, RMP recommends that all customers consider engaging qualified engineers or other qualified consultants to evaluate the risks and benefits, if any, of such implementation and use on energy consumption, cost savings, or operation of customers' facilities.
- 15. INSTALLATION and DISPOSAL REQUIREMENTS: All work must be in full compliance with the requirements of applicable laws, rules, and regulations of authorities having governmental and regulatory jurisdiction. Work must be by performed by participating contractors or subcontractors approved by Willdan and RMP for participation in the SBD Program. Additionally, work must be completed within 30 days of the signature date on the Installation Agreement. The applicant agrees that as a requirement of the program, the contractor carrying out installation of measures under this program shall remove and dispose of any and all equipment or materials that are replaced or removed in accordance with all applicable laws, rules, and regulation. The customer agrees not to keep existing lamps, fixtures, or other energy measures that were replaced in the program.
- 16. Willdan's entire liability and obligation under this agreement will not exceed the net customer cost. Under no circumstances will Willdan be liable for any special, incidental, indirect, punitive and/or consequential losses or damages of any kind or nature whatsoever (including, without limitation, for lost profits, time, or revenue) for anything arising out of the performance or nonperformance of this agreement, whether claims for said losses or damages are premised on warranty, negligence, strict liability, contract or otherwise.

This energy saving program is brought to you by Rocky Mountain Power and implemented by Willdan Energy Solutions.

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### By signing the below I agree to the following:

- 1. The installation of the energy efficiency measures listed was completed and number of measures actually was filled in on each line.
- 2. All material was properly cleaned up at the job site.
- 3. I understand that all work identified on this work order above in the section "RMP Contribution" is paid for by Willdan. I understand that I am responsible to pay the contractor identified above for that portion of the total cost identified above in the section "Customer Pays Contractor" at the time that the installation is completed. I further understand that I may pay the subcontractor by any of the following methods: check or money order.

				Installations Complete for	Energy Saving Upgrades		53 Sec.
Customer Paid:	No	Job Complete:	No '	Field Supervisor Signature:		Date:	
				Customer Signature:		Date:	

# Customer Installation Agreement-Work Order (Page 1 of 3) Customer Installation Agreement-Work Order (Page 1 of 1) Customer Installation Agreement # Installation Agreement #

Shortened RMP A 2226012			7	Customer HEIGHTS CITY		·	2226012-A		
Location	Color Temp	Ht.	ENERGY SAVINGS  Existing Measures	UPGRADES Replacement Measures	QΤΥ	Extended QTY	QTY Installed	Customer Initials	inspectio
Clerk/Recorder Office	4000	8	FL. (4) 48" T8 lamp ISB NLO (BF: .8595)	4X 4000 - 10W 48" TLED/ 32W Equivalent	2	8			
Closet in Recorder office	4000	8	OTHER - Document Type and Wattage In	Document in Notes	13	1			
Mayor's office	4000	8	FL. (4) 48" T8 lamp ISB NLO (BF: .8595)	4X 4000 - 10W 48" TLED/ 32W Equivalent	1,	4		4	
Main Lobby	4000	. 8	FL. (2) 48" T8 lamp ISB NLO (BF: .8595)	2X 4000 - 10W 48" TLED/ 32W Equivalent	5	10			
Main RR	4000	8	EXISTING LED LAMP - Document in Notes	Document in Notes	1	1			
Council Room Kitchen	4000	8	FL. (2) 48" T8 lamp ISB NLO (BF: .8595)	2X 4000 - 10W 48" TLED/ 32W Equivalent	<b>1</b> ,	2		hammanan ta	
Cauncil Room	4000	8	FL (4) 48" T8 lamp ISB NLO (BF; .8595)	4X 4000 - 10W 48" TLED/ 32W Equivalent	4	16	10,2		
Downstairs Main Area	4000	8	FL. (4) 48" T8 lamp ISB NLO (BF: .8595)	4X 4000 - 10W 48" TLED/ 32W Equivalent	7.	28			
Chair Storage	3000	8	A-LMP: INCANDESCENT (1) 40W LAMP.	22/2700 - 7W LED A19 Lamp / 40 W equivalent	1	1			
Map Storage Room	3000	. 8	A-LMP: INCANDESCENT (1) 40W LAMP	22/2700 - 7W LED A19 Lamp / 40 W equivalent	1	1			
Furnace and Water Heater Room	3000	: 8	A-LMP: INCANDESCENT (1) 40W LAMP	22/2700 - 7W LED A19 Lamp / 40 W equivalent	1	1			
Downstairs RR	4000	8	FL. (2) 48" T8 lamp ISB NLO (BF: .8595)	2X 4000 - 10W 48" TLED/ 32W Equivalent	1.	2			
Downstairs Kitchen	4000	8	FL. (4) 48" T8 lamp ISB NLO (BF: .8595)	4X 4000 - 10W 48" TLED/ 32W Equivalent	2	. 8			
Wendy's Office just off of Downstairs Kitchen	4000	8	FL. (2) 48" T8 lamp ISB NLO (BF: .8595)	2X 4000 - 10W 48" TLED/ 32W Equivalent	1	2			
Public Works Office	4000	8	FL: (4) 48" T8 lamp ISB NLO (BF: .8595)	4X 4000 - 10W 48" TLED/ 32W Equivalent	2	8			
Downstalrs Hall	4000	8	FL. (2) 48" T8 lamp ISB NLO (BF: .8595)	2X 4000 - 10W 48" TLED/ 32W Equivalent		2			
Storage Space underneath Stairs	3000	8	A-LMP: INCANDESCENT (1) 40W LAMP	22/2700 - 7W LED A19 Lamp / 40 W equivalent	12	1			
Stairway	4000	16	FL. (2) 48" T8 lamp ISB NLO (BF: .8595)	2X 4000 - 10W 48" TLED/ 32W Equivalent	1	2			
Flag Lamp and Accent Par Lamps (highlighting "River Helphts City"	4000	8	EXISTING LED LAMP Document in Notes	Document in Notes	3	3			
Entryway Light	4000	8	A-LMP: INCANDESCENT (1) 60W LAMP	3000 - 9W LED A19 Lamp / 60 W equivalent	1 %	1			
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### Customer Installation Agreement-Work Order (Page 2 of 3) Customer Installation Agreement-Work Order (Page 1 of 1)

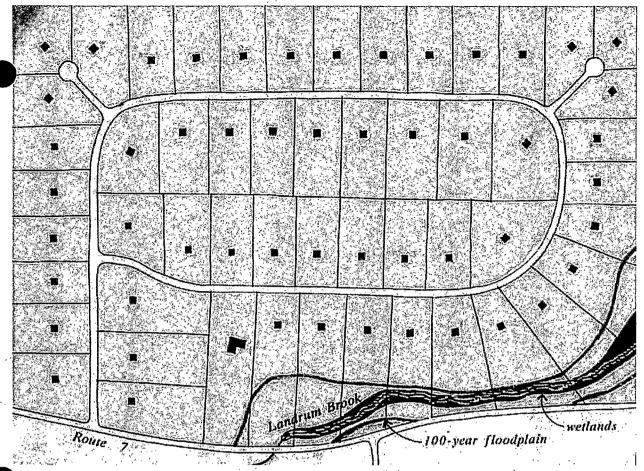
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	ENERGY SAVINGS I	JPGRADES . : : : : : : : : : : : : : : : : : :	QTY Extended	Customer P/F
Location Color Temp	Ht. Existing Measures	Replacement measures	QTY arv.sa	Initials
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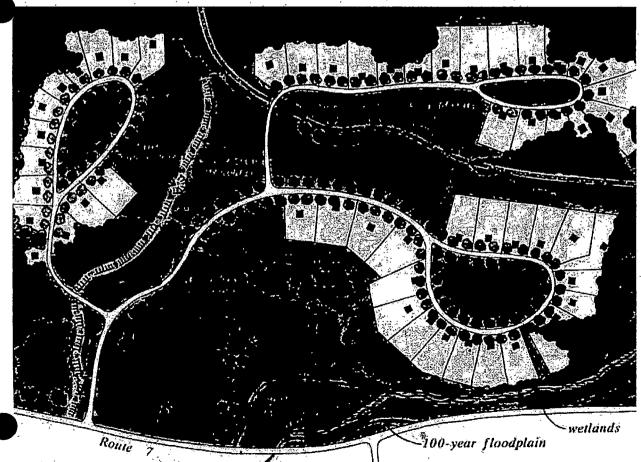
### Customer Installation Agreement-Work Order (Page 3 of 3) Customer Installation Agreement-Work Order (Page 1 of 1)

Shortened RMP ACCOUNT # 2226012	a. 4	Customer, RIVER HEIGHTS CITY				Installation Agreement # 2226012-A			
		ENERGY SAVINGS		i see	S CONTRACTOR OF THE CONTRACTOR	Control (CIV)	ińspection		
Location Color Ht.	Existi	ng Measures"	, Replacem	ent Measures 🧀 🦠	QTY Extended	QTY Installed Customer e	P/F		
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### MATERIALS SUMMARY REPORT

Shortened RMP ACCO 2226012	OUNT#		Customer . HEIGHTS CITY				n Agreement 26012-A	
90		ER HEIGHTS CITY			Field S	ipervisor		
	Replacement Measures	A Share Care	Lamp Code.	្នំ ្រំស្នា	Ballasts Needed	αту	Kits Needed	ĆΤΫ́
4000	0 - 10W 48" TLED/ 32W Equi	<i>r</i> alent	468280	92	ICN-4P32-N	18 - 3	\$0.00 	
					ICN-2P32-N	10		1000
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		State of the state						
LEONARDE COMPANY (1995) Yes	***	Wire Work Needed No						
e Me	otës Pradicina							
		all CFL, not eligible. Main RR is	already LED.					
Installer [		the parts listed above and am						
	responsible for installing	or returning these parts.		Signature	Printed N	ame	<u> </u>	Date
Field Supervisor								





### Conservation Subdivision Design: A Brief Overview

### by Randall Arendt, FRTPI, ASLA (Hon.)

An approach to laying out subdivisions so that a significant percentage of buildable uplands is permanently protected in such a manner as to create interconnected networks of conservation lands. The percentage of protected land varies according to project density, rising from 30-35% at density levels of three or more dwellings/acre, to 75-80% at four or more acres/dwelling.

This approach is distinct from earlier "clustering" and "planned unit development" (PUD) in terms of both the higher open space ratios and in terms of conscious design to forge community-wide networks of open space.

This is primarily a design approach for conserving existing natural and cultural resources, although a limited amount of active recreation is permissible (such as ballfields and neighborhood greens). Subdivisions where the majority of open space is taken up by a golf course do not meet this basic criterion.

Conservation subdivisions are generally "density-neutral", meaning that the overall number of dwellings built is not different from that done in conventional developments. Small density bonuses are sometimes granted in return for dedicating some or all of the conservation land for public access or use, for endowing permanent maintenance of the open space, or for providing workforce housing.

Conservation subdivisions are specifically designed around each site's most significant natural and cultural resources, with their open space networks being the first element to be "green-lined" in the design process. This open space includes all of the "Primary Conservation Areas" (inherently unbuildable wetlands, floodplains, and steep slopes), plus 30-80% of the remaining unconstrained land, depending upon zoning densities and infrastructure availability.

The site planning process begins with general mapping of the project site in its context of surrounding properties (up to 2000 feet away, typically mapped at 1" = 400 feet). On this *Location Map* (compiled form existing published data) are shown vegetative cover, topography, soils, and floodplains. This initial map informs decisions regarding the design of the interconnected open space network.

A more detailed, site-specific *Existing Resources and Site Analysis Map* is then created, identifying significant natural and cultural resource, such as productive cropland, wildlife habitat and travel corridors (meadows and forests, stream valleys), and significant trees, with size thresholds related to species: 4-6 inches for smaller species such as dogwood and redbud, 8-10 inches for medium species such as sassafras, cherry and water beech, 12-14 inches for slow growing hardwoods (oak, maple, ash), and 15-18 inches for fast growers (tulip poplar, sycamore, conifers). Historic or cultural resources such as farmhouses, barns, cellarholes, wells, stone walls, earthworks, trails/traces, and hedgerows are also identified, usually through GPS. (A photo essay illustrating such resources can be seen at http://www.terrain.org/articles/18/arendt.htm).

A four-step process then ensues, Step One separating the site's resources into two categories. The first, Primary Conservation Areas (PCAs), are limited to inherently unbuildable wetlands, floodplains, and steep slopes (>25%). Secondary Conservation Areas are comprised of "the best of the rest". Because the PCAs would be off-limits to development in conventional developments in any event, they are not counted toward the minimum required open space percentages of conservation subdivisions. Therefore, 30-80% of the buildable land is usually designated as SCAs, depending on density (as noted above).

Step Two consists of locating house sites in relation to the protected open space, to add livability, marketability, and value to the homes. The third step is to "connect the dots" with streets and trails. Step Four consists simply of drawing in the lot lines.

This process works best when guided by a landscape architect or physical planner, collaborating with a civil engineer. The creative skills of a landscape architect or physical planner are essential, balancing the technical training of engineers whose expertise lies principally in streets and drains.

The optimal design process begins with a site walk by the LA/planner and engineer, landowner, and developer, with the *Existing Resources Site Analysis Map* in hand, usually reproduced on an aerial photo at the working scale. The design is done in the field or immediately afterwards, on thin tracing paper so that the underlying resource information is visible to the designers, who typically work with pencil and eraser. (CAD technology is never used at this initial design stage, but is invaluable for later revisions.)

The resulting Sketch Plan is then shown to local officials, some of whom may have been invited to join the designers on their initial site walk. Officials who have not yet walked the property are strongly urged to do so during a subsequent site visit prior to voting on the Sketch Plan, whose merits (or lack thereof) will be come clear when examining the drawing while standing on the property and observing the terrain, landscape elements, cultural features, etc.

After completing the above procedures, the time is right to prepare the highly detailed, expensive, *Preliminary* and *Final Plans*. Many municipalities inadvertently cripple their open space preservation efforts by skipping the critically-important *Sketch Plan* stage, and allowing (or requiring) applicants to submit highly detailed engineering documents at the so called "*Preliminary Plan*" stage. These cost so much to prepare that they lock applicants into whatever initial layout is prepared, usually with minimal previous consultation with staff or officials.

The above paragraphs summarize the key points relating to necessary improvements to most local subdivision ordinances.

Zoning ordinances work best when density is established directly (such as by designating density as three units per acre in sewered areas, or two acres per dwelling in unsewered areas) instead of indirectly (such as through minimum lot sizes, e.g. 12,000 sq. ft and 88,000 sq. ft). As long as density is regulated indirectly through lot size, subdivisions will consist of nothing more than houselots (of that size) and streets, with no open space.

After separating the notions of lot size and density, treating them as independent variables, zoning works best when conservation design is designated as a by-right Permitted Use, making applications simple, straight-forward, and relatively easy. Conventional developments can be actively discouraged by re-classifying them as Conditional Uses. The condition to be met is a clear and compelling showing at a public hearing, convincing officials that dividing land into just houselots and streets better implements official *Comprehensive Plan* policies, such as farmland preservation, habitat conservation, rural viewshed protection, etc. (a showing that is usually impossible, as conventional developments are inherently contrary to such planning policies).

In the absence of any co-ordinated nationwide tallying, the informal records for land saved through conservation design ordinances appear to be held at the municipal level by Hamburg Twp., Livingston Co., MI with more than 2000 acres, and at the county level by Hanover County VA, with more than 4400 acres (as of Summer 2006).

Conservation design can be blended with "traditional neighborhood design" (see the "New Urbanism"), and in areas with public water and sewerage this is particularly achievable. There is no inherent conflict with designing such development around significant site features and integrating mixed-use planning with the creation of greenway networks. (See also *Crossroads, Hamlet, Village, Town: Design Characteristics of Traditional Neighborhoods, Old and New*, American Planning Association PAS Report No. 523/524, 2004).

Resources for further reading: <a href="www.landchoices.org">www.landchoices.org</a>, <a href="www.matlands.org">www.natlands.org</a>, and <a href="www.matland.org/prog-consplanning.html">www.matlands.org</a>, and <a href="www.matland.org/prog-consplanning.html">www.matland.org/prog-consplanning.html</a> (containing many case studies).



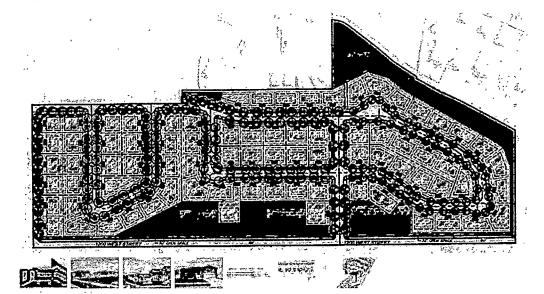
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Maple View Estates Conservation Subdivision - Nibley City



This residential subdivision is the first of its kind in Nibley as the first conservation subdivision to be approved by the City Council. Maple View Estates includes 78 residential lots clustered to allow for 25% open space. The open space provides the development with open conservation areas that can be used by the citizens as parks, trail corridors, and equine areas. CSG completed all civil engineering, planning, and entitlements for the project. CSG also managed and facilitated the a master street tree plan for the entire development, wafer wise options for the park strips and a parkway style landscape plan for 1200 west.

### Services Delivered:

- · Land Planning
- Entitlements
- · Wetland Delineation Consultation
- · Geo-technical Investigation
- Conservation Maintenance Plan
- Storm Water Planning
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Rod & Lisa Ellis < rodellisfamily@gmail.com>

To: Desiree Sandgren < des.sandgren@gmail.com > \_\_\_\_\_\_

Tue, Aug 8, 2017 at 2:17 PM

Desiree - Will you forward this letter to some of your neighbors who are interested in the for me? Thank you!!

Dear RH neighbor.

Rod & I are unable to attend tonight's citizen information meeting on the proposed Chugg property annexation into RH City at 7 pm.

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But we wanted to share a few thoughts with you in hopes that you have a background on a hard won battle we fought with the city

FIVE years ago.

Back in 2012, I discovered—quite randomly I may add—that the RH Planning and Zoning committee had approved a proposal for the current SaddleRock development for ALL R-8 lots. (FYI: that is 8,000 sq. feet.) The present Cloveridge subdivision was zoned R-10.

I was shocked that RH would approve such small lots for one of the only remaining buildable areas of land in our city. True, growth is inevitable, but growth needs to be managed properly.

I quickly organized citizen opinions, petitions, emails and meetings and after many stressful days, the city denied the R-8 proposal and adopted zoning for 40% R-10 and 60% R-12 lots for Saddlerock.

felt we had "won" a victory-I said at the time-2012, if Mitt-Romney had won 60% of the vote, we'd have him in as 'resident!

But, at the time, part of the problem was RH had no zoning for any lots over R-12.

I asked about rezoning our master plan to include larger lot sizes, but many of the council felt with our city so land locked, that wouldn't be a problem, and that the Chugg property (the only area not incorporated into a city), would certainly go to Providence.

\*\*I need to say at this point:

We did not in 2012 and do not have any personal motives today to see the zoning changed.

We presently live on a 1/3 acre lot on Stewart Hill Dr where we have lived for 25 years.

We have owned a 1/2 acre lot on Windsor Dr for many years and hope to build there in a couple of years.

We love RH; Rod grew up here; we moved here a year after we were married.

Rod's dad was a Mayor of RH who helped build the water reservoir and install many sidewalks in the city.

Rod & I were instrumental in getting the tennis courts improved and a third court built.

Rod & I created and chairmanned the very first "Apple Days" celebration almost 19 years ago.

We started the first Apple Days Parade, Tennis Tournament, Apple Darlings, Star Search and Lion's Club Apple Days

We chaired the parade for many years, then switched over to the tennis tournament which we have chaired for more than 10 years.

We have chaired the entire Apple Days celebrations twice over the years.

We raised our family here.

We hope we have served our city and community well.

We were named Citizens of the Year in 2015.

We cared what happened in SaddleRock in 2012.

We happy to have helped get the lots enlarged from R-8s to R-10s and R-12s.

We care what happens on the Chugg property for the enhancement of life for all who will make their future home here. However, as you know, Visionary Homes are hoping to build townhomes, small starter homes and over 55 homes on the Chugg property and be annexed into RH.

We have already lost four RH families to that particular development that I know of.

As I mentioned earlier, Rod & I own one of the few remaining large sized lots in RH.

We have had over 20 offers to sell the lot to other RH residents hoping to build a larger home and stay in RH.

Most of them have gone on to build in other cities now, because they had no other options to stay in RH.

I feel if we want our families to stay in RH, we need to change our zoning to R-15, and make available the remaining unincorporated areas around us available to build a larger home in River Heights.

Home builders are in the business of selling and building as many homes as they possibly can on a plot of land. City officials are in the business to protect the atmosphere of their city and be accountable to the desires of their citizens.

We, as citizens, have the right to ask our council to protect the last available open land near our city, and to see it developed as WE want, not as the developer wants.

Thank you for taking the time to read this long email.

I appreciate the city setting up the opportunity tonight for citizens to share their opinions on this development. I am sorry we can't be there to hear the discussion.

Feel free to share any of this with your neighbors, or in the meeting tonight.

Rod & Lisa Ellis

So, it's Deja-vu and we are revisiting the zoning policies of RH.

I phoned Hyde Park, Millville and Smithfield cities back in 2012.

ALL their cities allow ONLY R-15 or R-20 lots in their cities.

Smithfield will approve smaller lots ONLY if the developer adds huge additions to the design (swimming pools, tennis doubts, splash pads, parks, etc).

I was able to revisit with Providence and Hyde Park city managers just last week.

Hyde Park is only zoned for 1/2 acre lots zoned.

They said they do not want townhomes in their city-period.

Their argument is that they want more permanent established families to settle in Hype Park, and that there are plenty of townhomes in Logan to fill the need of valley citizens.

Hyde Park has caught the vision to welcome permanent families to their city, not families here for a short while until they can build their "dream home" on a large piece of property that will fit additional cars, RVs, boats, razors, and other toys that come with growing families.

Providence has been approached by Visionary, however, they told me they told the developers to make several changes even before they look seriously at their plans.

Providence has townhomes in areas of their city, but for the most part, Providence has protected their east benches by reserving the area for the larger R-15, R-20, and even 1 acre "estate lots".

Rod & I feel that RH should vote for R-15 zoning ASAP.

The city should tell the developer we are going rezone our city master plan, and to please come back after that is approved with a new plan.

(As a compromise, RH may option to allow a portion of the property for over 55 housing, provided the housing is upgraded and they add a swimming pool or other amenities that make Cobblestone development in Providence such a desirable place for empty nesters to live.

Cobblestone home values have remained well above most similar sized homes because of its upgrades and amenities.)

We LOVE the new young and vibrant families who have moved into our area of town.

We are told by the media that the "Millennials" don't want large homes and lots.

However, I would argue that the Millennials children are under the age of 12, and they haven't realized how much a larger house and lot can improve their family life with four or more children in a home.

We have lost many, many growing families with teens who have moved on to Providence, Millville and Hyde Park looking for a larger lot size to raise their family.

We prefer to see these fine families stay in RH instead.

We want them to invest themselves in the city, to get involved and serve on committees, city celebrations, and on city councils.

On the other end of the spectrum, there are current RH citizens whose homes are getting too much for them, and zoning a portion of the Chugg property into over 55 gives them a chance to remain citizens in RH.

Again, we have know many former RH residents who have moved to Logan, Providence or Smithfield to over 55 communities.

There is a need for that type of housing here.

Over 55 residents have years of wisdom and the time available to serve RH on committees, city celebrations, and city councils; our current mayor is a fine example of serving the city during his retirement years.

### The bottom line:

Developers are in the business to make money.

They make money selling lots.

Small lots can be sold to a home builder for much less than a large lot.

Small lots are usually bought up by a home builder (like the majority of lots in Saddlerock were—which I predicted in 2012) guaranteeing years of work for their company as the property expands.

Those who stand to make the most money on small lots are the house builders who buy them in mass.

In such developments, private citizens can rarely purchase any lot without attachments to a specific builder.

Having the ability to choose your own home builder that you trust is a great advantage for a resident.

Large lots certainly will cost more (the developer still gets his investment, and therefore, are usually bought by a private resident who employs his own home contractor.

The new development east of the RH3 church building is a good example of larger lots, with varied home contractors building the homes, and families building them with the intentions to stay and invest themselves in a neighborhood and city.