

## Written Proposal

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

Applicant: \_\_\_\_\_

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

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

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

Scope of donation(s) *(Why and what are you submitting for this request?)*

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Location *(Where are you proposing to donate the item(s)? maps, photos are encouraged. Please be specific)*

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Type of Donation *(Please provide size, shape, materials, quantity of donation.)* \_\_\_\_\_

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Approximate Cost of Donation

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## Donation Letter of Intent

The following guidelines are provided for the installation, construction or placement of any donation:

### **1. Project and Process**

This donation agreement shall be appurtenant to the following location and project: \_\_\_\_\_

### **2. Funding**

All costs including initial installation, labor and materials are the responsibility of the donor. All donations with an estimated value over \$5000 need to be reported to the Finance Department.

### **3. Installation**

Riverdale City Public Works Department will oversee the installation of all donations. Donations requiring installation services outside of the Public Works Department's regular duties may require an outside contractor at the applicant's expense. Furthermore, the Public Works Department shall approve final locations and the installation timeline for all donations.

### **4. Location**

RIVERDALE CITY reserves the right to amend and/or reject any location provided by the applicant, based on any existing agreements, regulations or deeds, scope, proposal, easements, utilities, existing structures, quality and/or quantity of an object(s), size, maintenance, public safety, relationship to the natural environment, users of the proposed site, future development plans, landscape design, existing infrastructure, proximity to other donations, environmental concerns, visibility and accessibility and if the item is identified on the RIVERDALE CITY "Donations List." Unless specifically agreed to in writing, the City may, at any future date, elect in its sole discretion to remove or relocate the donation. No permanent right, title, or interest of any kind shall vest in the Donor's behalf by virtue of this agreement.

### **5. Vandalism & Maintenance**

All normal maintenance costs are at the City's expense, however, no special maintenance and/or replacement will be undertaken. Special maintenance shall be defined as exceeding normal maintenance as determined and provided by the Public Works Department.

The City reserves the right to relocate any donation.

### **6. Plaques**

Upright, free standing signs or plaque donations are discouraged or allowed without City Council approval. Other details such as materials and wording must be approved by the city as part of the written proposal.

**7. Materials**

All donated benches, tables, species of trees, etc., must be approved by the Public Works Department. Benches and tables shall be the same manufacture and style currently used by the city. Materials or items not specified within this document will be reviewed and approved by Public Works. Trees may only be planted between March 15th to October 1st; weather permitting, approved and coordinated with the Public Works Department. All trees shall be at least a 2" caliper and a variety approved by the Public Works Director

**8. Liability**

In no event shall the City be liable for value or tax assertions/claims by the Donor. The Donor(s) agree(s) to hold the City harmless and indemnify the City for any and all claims which might arise from any person, entity, or corporation, resulting from the Donor's use of the City property or right-of-way for installation purposes, or arising from the Donor's performance or improvement/item donated pursuant to this policy.

**9. Other**

This agreement shall be in effect for the life of the donated item in accordance with generally applicable standards.

THIS AGREEMENT is made by and between RIVERDALE CITY MUNICIPAL CORPORATION (City) and \_\_\_\_\_ (Donor(s)) to set forth the terms and conditions under which the City will permit the applicant to donate certain improvements on City property at \_\_\_\_\_ (location), Riverdale City, Utah.

By signing this Agreement, the Donor(s) hereby certifies that they have read the applicable terms and conditions and will abide by all the terms contained therein.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

RIVERDALE CITY MUNICIPAL CORPORATION

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Recorder

\_\_\_\_\_  
Donor's Signature

\_\_\_\_\_  
Donor's Name (Printed)

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
email address or phone number

STATE OF UTAH            )  
                                  ss  
COUNTY OF WEBER        )

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_ personally appeared before me \_\_\_\_\_ who, being first duly sworn and upon oath, and in full recognition of the penalty for perjury in the State of Utah, did acknowledged to me that she/he is the Donor(s) of the property and/or donation, if the Donor(s) is/are a Corporation, that she/he is an authorized representative of the Corporation, and that she/he signed the foregoing instrument on their behalf.

\_\_\_\_\_  
Notary Public