



**RIVERTON CITY  
REGULAR CITY COUNCIL MEETING  
AGENDA**

**September 16, 2014**

Notice is hereby given that the Riverton City Council will hold a **Regular City Council Meeting** beginning at **5:45 p.m.** on **September 16, 2014** at Riverton City Hall, located at 12830 South 1700 West, Riverton, Utah.

**CLOSED SESSION – 5:45 p.m.**

1. Call to Order and Roll Call
2. Strategy Session to discuss litigation

**1. GENERAL BUSINESS – 6:30 p.m.**

1. Call to Order and Roll Call
2. Pledge of Allegiance
3. Presentations/Reports
  1. Recognition of Boy Scouts
4. Public Comments

**2. PUBLIC HEARINGS – 6:30 p.m. or as soon after as practicable**

1. **Public Hearing** – Consideration of a One Year Lease Agreement with the South Valley Sanctuary, a Utah Nonprofit Organization dedicated to the purpose of providing support to victims of domestic violence – *Ryan Carter, City Attorney*  
**Resolution No. 14-61** - Approving a Lease Agreement with The South Valley Sanctuary

**3. DISCUSSION/ACTION ITEMS**

1. Establish Open House Dates and Venues for Council Districts 3, 4 & 5

**4. CONSENT AGENDA**

1. **Minutes:** FT 09-06-14; RCCM 09-09-14
2. **Bond Releases:** N/A
3. **Resolution No. 14-59** – Authorizing the City to Approve an amendment to the Federal Aid Agreement with The Utah Department of Transportation for Funding of The 13400 South Widening Project; 4000 West to Mountain View
4. **Resolution No. 14-60** – Ratifying a Purchase Order given to Sontag Recreation to Furnish and Install a New Playground at Homestead Park

**5. STAFF REPORTS**

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

**6. ELECTED OFFICIAL REPORTS**

1. Mayor Bill Applegarth
2. Council Member Brent Johnson
3. Council Member Trent Staggs
4. Council Member Sheldon Stewart

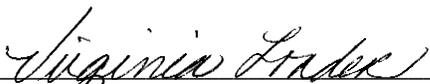
5. Council Member Tricia Tingey
6. Council Member Paul Wayman

## 7. UPCOMING MEETINGS

1. September 30, 2014 – 6:30 - Emergency Training
2. October 07, 2014 - 6:30 p.m. – Regular City Council Meeting
3. October 14, 2014 - 6:30 p.m. - Regular City Council Meeting
4. October 21, 2014 - 6:30 p.m. - Regular City Council Meeting

## 8. ADJOURN

Dated this 12<sup>th</sup> day of September 2014

  
\_\_\_\_\_  
Virginia Loader, MMC  
Recorder

### Public Comment Procedure

At each Regular City Council Meeting any person wishing to comment on any item not otherwise on the Agenda may address the Governing Body during the Public Comment period. The comment period is limited to 30 minutes. Any person wishing to comment shall limit their comments to no more than three (3) minutes, unless additional time is authorized by the Mayor. Citizen groups will be asked to appoint a spokesperson, who shall limit their comments to no more than five (5) minutes. All comments shall be directed to the Mayor and City Council. No person addressing the Governing Body during the comment period shall be allowed to comment more than once during that comment period. Speakers should not expect any debate or dialogue with the Mayor, City Council or City Staff during the meeting.

The City Office is an accessible facility. Individuals needing special accommodations or assistance during this meeting shall notify the City Recorder's Office at 801-208-3126, at least two business days in advance of the meeting. Accessible parking and entrance are located on the south end of the building with elevator access to the City Council Chambers located on the second floor.

### Certificate of Posting

I, Virginia Loader, the duly appointed and acting Recorder for Riverton City certify that, at least 24 hours prior to such meeting, the foregoing City Council Agenda was emailed to the Salt Lake Tribune, Deseret News and the South Valley Journal. A copy of the Agenda was also posted in the City Hall Lobby, on the City's Website at [www.rivertoncity.com](http://www.rivertoncity.com), and on the Utah Public Meeting Notice Website at <http://pmn.utah.gov>.

Dated this 12<sup>th</sup> day of September 2014

**Virginia Loader**  
Recorder



# Issue Paper

Item No. 2.1

<b>Presenter/Submitted By:</b>	Ryan Carter, City Attorney	
<b>Subject:</b>  Conduct a public hearing and consider approval of Resolution Authorizing the Mayor to execute a Lease Agreement with the South Valley Sanctuary	<b>Meeting Date:</b> September 16, 2014	
	<b>Fiscal Impact:</b> To be analyzed during the public hearing.	
	<b>Funding Source:</b>	
<b>Background:</b>  <p>Pursuant to Utah Code Annotated, Section 10-8-2, the City Council may waive revenues in the form of rental fees otherwise due to the City and may otherwise provide financial and nonfinancial support to a nonprofit entity providing services to the citizens of the City. To do this, the City must first conduct a form of a cost benefit analysis which measures the value of the intangible benefits which City residents may receive in connection with a transaction where the City forebears acceptance of revenue. The intangible benefits must also be found to enhance the health, safety, welfare, moral well-being of the community. Section 10-8-2 also limits the charitable contribution to nonmonetary contributions such as rental fee waivers and City services. It also limits the total charitable contributions for the fiscal year to 1% of the City's budget for that fiscal year, which is not an issue in the present case.</p> <p>South Valley Sanctuary, Inc. is a nonprofit corporation, and the requested nonmonetary contribution for use of Room # S 107 in the Sandra Lloyd Community Center for a term of one year. From collection of rents gathered during ordinary use of this room over the past 3 years, the City has generously estimated that the amount of rent which the City could reasonably expect to receive from ordinary use of this space may equal, but not exceed, \$5,000.00 per year.</p> <p>The proposed Lease Agreement between West Jordan and South Valley Sanctuary, Inc. identifies the location of the office space and sets forth the terms and conditions of the Lease. The South Valley Sanctuary has a history of being a good tenant under the terms of a similar lease agreement which it has executed with West Jordan City, wherein the South Valley Sanctuary leases room space within West Jordan City Hall.</p>		
<b>Recommendations:</b>  <ol style="list-style-type: none"> <li>1. Open a public hearing and accept public comment on whether the intangible benefits received by approving a Lease Agreement with the South Valley Sanctuary will equal or exceed the value of the rents waived through ordinary use of the building.</li> </ol>		

2. Consider whether to approve a Lease Agreement as provided by City staff.

**Recommended Motion:**

"I move the Riverton City Council approve Resolution No. 14-61, authorizing the Mayor to execute a lease agreement with the South Valley Sanctuary in accordance with said Resolution."

**RIVERTON CITY, UTAH**  
**RESOLUTION NO. 14-61**

**A RESOLUTION OF THE GOVERNING BODY OF RIVERTON CITY APPROVING A  
LEASE AGREEMENT WITH THE SOUTH VALLEY SANCTUARY**

**WHEREAS**, the South Valley Sanctuary is a non-profit organization which opened in Salt Lake County in 1998 and offers shelter and supportive services to men, women, and children who have suffered from or are in imminent danger of domestic violence; and

**WHEREAS**, the South Valley Sanctuary provides in-house support services, case management mental health therapy and a variety of basic needs including: safe shelter, food, clothing, and personal care items to victims of domestic violence; and

**WHEREAS**, the South Valley Sanctuary has formed a domestic violence community outreach program which provides guidance counselling to victims of domestic violence in locations throughout Salt Lake County; and

**WHEREAS**, the South Valley Sanctuary is in need of a location in Riverton City to provide domestic violence guidance counselling and support, as a part of its community outreach program; and

**WHEREAS**, On April 15, 2014, the Riverton City Council adopted Resolution No. 14-27 which declared the Council's support of the South Valley Sanctuary's community outreach programs against domestic violence; and

**WHEREAS**, the South Valley Sanctuary has requested an opportunity to lease Room # S 107 (a general purpose room totaling less than 500 square feet); and

**WHEREAS**, the South Valley Sanctuary has requested a waiver of rental fees for use of this room; and

**WHEREAS**, Pursuant to Utah Code Annotated 10-8-2, the Riverton City Council can accept intangible benefits other than cash as a form of consideration if said intangible benefits enhance the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of Riverton City; and

**WHEREAS**, through an analysis of rents collected from use of Room # S 107 during the prior three years, the City has collected at or less than \$5,000.00 in rent from this room annually; and

**WHEREAS**, Women experienced 169,156 intimate partner-related physical assaults according to Utah Behavioral Risk Factor Surveillance System from 2008; and

**WHEREAS**, the aggregate costs to a family, the government, and the community at large which experiences a single episode of domestic violence exceeds \$5,000.00; and

**WHEREAS**, in consideration of receiving a rent free office in Riverton City, the South Valley Sanctuary will expend approximately \$40,000.00 in community outreach resources for the benefit of Riverton City community;

**NOW THEREFORE, BE IT ORDAINED** by the City Council of Riverton City, State of Utah, as follows:

1. The Riverton City Council finds and determines that once the community outreach programming offered by the South Valley Sanctuary prevents a single episode of domestic violence, the City shall have recuperated its forbearance of rent which it could otherwise collect from ordinary use of Room # S 107 in the Sandra Lloyd Community Center.
2. The Riverton City Council finds and determines that the forbearance of rent which it could otherwise collect from ordinary use of Room # S 107 will bring over \$40,000.00 worth of investment in the Riverton City community. Said investment will directly enhance the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of Riverton City.
3. The attached Lease Agreement with the South Valley Sanctuary is hereby approved in substantially similar form as provided in the Council Packet. The Mayor is authorized to make any non-material changes to the essential terms of the Lease Agreement prior to signing the same, and may further sign the Lease Agreement once the same has been approved as to form by the Riverton City Attorney.

**PASSED AND ADOPTED** by the City Council of Riverton, Utah, and this 16 day of September, 2014 by the following vote:

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

**RIVERTON CITY**

[SEAL]

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**Bill Applegarth, Mayor**

**ATTEST:**

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**Virginia Loader, MMC**  
**City Recorder**

## **LEASE AGREEMENT**

THIS LEASE AGREEMENT (“Lease”) is made and entered into this 1<sup>st</sup> day of August, 2014, by and between The City of Riverton, a municipal corporation of the State of Utah, (“Landlord”), and South Valley Sanctuary, Inc., a Utah corporation, (“Tenant”). Landlord and Tenant are sometimes jointly referred to as the “Parties.”

### **WITNESSETH:**

In consideration of the payments to be made, the mutual promises, covenants and conditions set forth herein, the parties agree as follows:

1. Leased Premises. Landlord does hereby lease to the Tenant all of Room No. S 107 (the “Leased Premises”) on the main floor of the Sandra N. Lloyd Community Center (the “Community Center”), together with non-exclusive access to the public restrooms and non-exclusive use of the Riverton City parking lot as specifically described hereinafter, at 12830 S 1700 W, Riverton, Utah. In addition to occupation of the Leased Premises, Tenant may also reserve other rooms within the Community Center, provided the room is available, without additional fees or rental payments.

2. Use and Hours of Operation. The Leased Premises shall be occupied exclusively by the Tenant and used as office space. The Leased Premises may be occupied by employees and invitees of Tenant when the Community Center is open (“Hours of Operation”), typically Monday through Friday 8:00 am to 5:00 pm.

The Leased Premises may be occupied by employees of Tenant when the Community Center is closed. When accompanied by employees of Tenant, Tenant’s invitees may occupy the Leased Premises when the Community Center is closed.

Community Center will be closed as follows:

- (a) Before 8:00 am and after 5:00 pm every Monday through Friday; and
- (b) Every Saturday and Sunday; and
- (c) On various weekdays for the following City holidays: New Year’s Day, Martin Luther King Jr.’s Birthday, President’s Day, Memorial Day, Fourth of July (Independence Day), Pioneer Day, Labor Day, Veterans’ Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve Day and Christmas Day; and
- (d) For any unforeseen circumstances that, in the reasonable judgment of the City Manager, require the Community Center to be vacated or remain unoccupied to protect the health, safety and welfare of occupants and potential entrants.

It is anticipated that employees and invitees of Tenant will occupy other Community Center rooms for classes such as the Healthy Relationship class and other similar uses. Tenant may reserve rooms without additional charge; reservations are on a first-come, first-served basis and will be subject to availability. The parties agree to discuss and attempt to reach a mutually acceptable resolution of concerns or problems that arise, if any, from reserved uses. Concerns and problems are not expected or anticipated, but may include, without limitation, damages, clean-up, availability of rooms and reservation procedures.

3. Term. This Agreement shall be effective upon execution, and the Term of the Lease shall commence on September 16, 2014, and continue through October 1, 2015.

4. Consideration. Tenant shall not pay rent, subject to approval by the Riverton City Council of a charitable contribution in the amount of \$5,040.00 (approximately \$420.00 per month for twelve months) pursuant to Utah Code Ann. Section 10-8-2.

5. Ingress and Egress. All Tenant's employees and invitees shall enter and depart the Leased Premises through the door located at the west side of the main floor of the Community Center (the "main entrance") as Tenant's sole entry point. Tenant's employees and invitees shall be permitted non-exclusive access into and through the main entrance during the hours described above. Only the Tenant employee to whom a key card is issued may use it. Any Tenant employee who intentionally allows someone other than himself/herself to use the key card may lose the privilege to enter the Community Center when it is closed. Tenant's employees and invitees shall have non-exclusive access to and use of the public restrooms. To protect the Landlord's quiet enjoyment of the Community Center, Tenant will not occupy or use the other offices and foyers for any purpose other than ingress, egress and access to the public restrooms and drinking fountain; except that Tenant may use the Foyer for other purposes with express permission or reservation from Landlord.

6. Parking. Except reserved stalls, including but not limited to stalls reserved for "visitor," Tenant's employees and invitees shall have non-exclusive access to and use of the parking lot located immediately to the southeast of the Community Center. Tenant shall use the parking lot only for parking, ingress and egress to and from the Community Center and for no other purpose. Vehicles may be self-parked by Tenant's employees and invitees; provided that: (a) Tenant shall not charge its employees or invitees to park; (b) Tenant shall not provide valet parking service; (c) only one unreserved, unmarked or handicapped parking stall shall be occupied by each vehicle; and (d) no more than five (5) total parking stalls shall be occupied by Tenant's employees and invitees at any time. Temporary parking for deliveries shall only be for

the time necessary to complete the delivery, and shall only be in areas designated by Landlord for deliveries.

7. Tenant Improvements. Tenant shall not make any improvements or alterations to the Leased Premises without first obtaining Landlord's written approval. All improvements or alterations made by Tenant shall be permanent in character and shall become Landlord's property at the end of the term without any compensation to Tenant. Tenant shall pay promptly the cost of its improvements so that the Leased Premises are free of liens for services performed, labor and material supplied or claimed to have been supplied. Tenant's ingress and egress for making Landlord-approved improvements shall be through the door located at the northeast corner of the Foyer. Tenant shall be responsible for any and all damage to the Leased Premises or the Community Center caused by Tenant or its contractors, subcontractors or suppliers in making Landlord-approved improvements.

8. Surrender. Upon the expiration of this Lease, or upon termination as provided for in paragraphs 12 and 21, Tenant will yield and deliver up the Leased Premises to Landlord in as good order and condition as when the same were entered upon by Tenant, with exception of reasonable use, wear and tear and damage by fire or casualty not the fault of the Tenant for which insurance is not provided. If Tenant is not then in default, Tenant shall have the option to remove any and all of Tenant's movable electrical equipment and furniture upon expiration or termination of this Lease. Tenant shall repair any damage to the Leased Premises caused by any removal permitted under this paragraph.

9. Maintenance. Responsibility for the maintenance shall be as indicated: Landlord responsible for (L), and Tenant responsible for (T): Roof (L), Exterior Walls (L), Interior Walls of the Leased Premises (T), Structural Repair (L), Exterior Painting (L), Yard Surfacing (L), Plumbing Equipment (L), occasional maintenance of Plumbing fixtures such as unclogging of drains & replacement of faucet washers, (L), Heating and Air Conditioning Equipment (L), Building Electrical Equipment (L), Electrical and computer equipment installed by Tenant (T), Replacement of Light Globes and Tubes (T), Glass Breakage not the fault of Tenant (L), Trash Removal (L), Snow Removal (L), Janitor (L), Yard maintenance (L).

10. Utilities, Taxes and Insurance. Responsibility for utilities, taxes and insurance shall be as indicated: Power (L), Heat (L), Water (L), Sewer (L), Telephone (T), Real Property Tax (N/A), Fire and Casualty Insurance on Building (L), Renter's Insurance or Equivalent (T).

11. Landlord Representation. Landlord hereby warrants that it is the fee simple owner with the legal right to lease said Leased Premises. Landlord and Tenant agree to comply

with all codes, local ordinances and state statutes applicable to the use or ownership and operation of the Leased Premises at their sole expense.

12. Default.

(a) Landlord Default. In the event of a failure by Landlord to provide any services, maintenance or repairs required under this lease and said failure goes uncorrected for twenty (20) business days after written notice to Landlord, Tenant shall have the right to secure said services, maintenance or repairs, and to charge the cost to the Landlord.

(b) Tenant Default. In the event Tenant fails to make any payment of rent or any other charge payable hereunder, or is in default of any other provision of this lease for a period of twenty (20) business days after written notice from Landlord, Tenant shall be in breach of this Lease, and Landlord shall have all rights or remedies as may be provided at law, in equity, or otherwise, including termination of this Lease without penalty.

13. Assignment or Sublet. Tenant may not sublet the Leased Premises or any part thereof or assign this Lease without the prior written consent of Landlord.

14. Attornment. If Landlord's interest in the property is transferred in any manner, Tenant shall attorn to the transferee of or successor to Landlord's interest in the property and recognize such transferee or successor as landlord under this Lease. In the event of such a transfer by the Landlord, Landlord shall be released of any further obligations under this Lease.

15. Quiet Enjoyment. Landlord covenants with Tenant that upon fully complying with and properly performing all of the terms, conditions and covenants of this Agreement to be performed by the Tenant, Tenant shall have and quietly enjoy the Leased Premises for the term set forth.

16. Entry by Landlord. Landlord may enter the Leased Premises at reasonable hours to (a) inspect the same, (b) determine whether Tenant is complying with all of Tenant's obligations under the Lease, (c) provide maintenance required of Landlord under the Lease, or (d) make repairs required of Landlord under the Lease, repairs to adjoining space or utility service, or make repairs, alterations or improvements to the City Center, provided that all such work shall be done as promptly as possible and with as little interference to Tenant as reasonably possible. Landlord or its agents may enter the Leased Premises after standard business hours to perform janitorial services. Tenant hereby waives any claim for damages for any inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Leased Premises occasioned by such entries.

17. Emergency Entry. In the event of an emergency, Landlord shall have the right but not the obligation to use any and all means which Landlord may deem proper to enter the Leased Premises, without notice, for the limited purpose of abating as quickly as possible any such emergency. Such emergency entrance shall not be construed or deemed to be a forcible or unlawful entry into or a detainer of the Leased Premises or an eviction, actual or constructive, of Tenant from the Leased Premises or any portion of the Leased Premises. Landlord shall have and retain a key and have entry access to any electronic building access system on or about the Leased Premises for purposes of the entry provided in this section.

18. Insurance.

(a) Landlord will maintain commercial general liability and fire and other casualty insurance coverage as Landlord may desire or require with respect to the Community Center and Landlord's personal property, equipment, furniture, fixtures, and inventory, and Tenant shall have no obligation with respect to such insurance. Landlord shall indemnify Tenant against and hold it harmless from any claims arising out of loss or damage to the Community Center and Landlord's personal property, equipment, furniture, fixtures, and inventory, unless such loss or damage is due to any intentional or negligent act or omission of Tenant.

(b) At Tenant's sole cost and expense, Tenant shall provide and maintain in full force during the Term of this Lease the following insurance coverage and documents:

(1) Commercial general liability insurance covering all Liabilities for personal injury and property damage arising in connection with this Lease, with limits of liability of \$3,000,000 for each occurrence and in the aggregate. For purposes of this Lease Agreement, the term "Liabilities" shall mean claims, causes of action, losses, liabilities, damages, costs and expenses, including reasonable attorneys' fees, by reason of liability imposed or claimed to be imposed by law on Landlord arising out of or in any manner connected with the use or occupancy by Tenant of the Leased Premises, or any condition created or caused by Tenant, including without limitation, liability claims for: (i) damage because of illness or bodily injuries, including death at any time resulting therefrom, sustained by any person or persons, including Tenant's employees, contractors or subcontractors; (ii) damage to property sustained by any person or persons; (iii) any other loss or damage suffered or incurred by Landlord or any employees or agents or by any third party, whether or not such liabilities arise or are claimed to have arisen in whole or in part out of the negligence of Tenant or any of the grounds of legal

liability, including violation of any duty imposed by statute, ordinance or regulation on the part of Tenant, Landlord, any agents, employees, invitees, subtenants, contractors or subcontractors of Tenant or Landlord, or any third parties, but excluding any liabilities caused by the sole negligence or the willful misconduct of Landlord, its agents, employees, licensees, or invitees;

(2) For commercial general liability insurance, Tenant shall provide the following coverage endorsements: an endorsement that Landlord shall be additional insured; and an endorsement waiving all express or implied rights of subrogation against Landlord.

(3) Workers' compensation insurance in compliance with applicable laws;

(4) Automobile insurance covering all liabilities for personal injury and property damage arising from the use of such vehicles, with limits of liability of \$1,000,000 for each occurrence and in the aggregate;

(5) Such fire and casualty insurance coverage as Tenant may desire or require with respect to Tenant's personal property, equipment, furniture, fixtures, and inventory. All property kept or stored on the Leased Premises by Tenant or with Tenant's permission shall be done at Tenant's sole risk, and Tenant shall indemnify Landlord against and hold it harmless from any claims arising out of loss or damage to the same, unless such loss or damage is due to any intentional or negligent act or omission to act of Landlord.

19. Indemnification.

(a) Landlord's Indemnification. Tenant shall indemnify and hold Landlord harmless from and against any and all Liabilities arising out of, or caused by the acts or omissions of Tenant or its directors, officers, employees, representatives, agents or contractors. Tenant shall within ten (10) business days repair or replace, at its cost and expense, any property or facilities of Landlord or its other tenants, invitees, agents, or licensees damaged or injured by the acts or omissions of Tenant and its agents in using and occupying the Leased Premises.

(b) Tenant's Indemnification. Landlord shall indemnify and hold Tenant harmless from and against all damages, claims, injuries or causes of action resulting from the negligent acts or omissions of Landlord or its directors, officers, employees, representatives, agents or contractors. Landlord does not waive any rights, defenses or limitations available under the Governmental Immunity Act, Title 63, Chapter 30, U.C.A. (1953, as amended).

20. Waiver. It is agreed that the waiving of any of the covenants of this lease by either party shall be limited to the particular instance and shall not be deemed to waive any other breaches of such covenant or any provision herein contained.

21. Destruction or Damage. If the Leased Premises are partially damaged by fire or other insured casualty, and if in Landlord's reasonable opinion the Leased Premises can be repaired within ninety (90) days after the fire or casualty, the Lease shall remain in full force and effect. In that event, rents shall be partially abated from the date of the fire or casualty until the completion of repair. The amount of the rent abatement shall be calculated by multiplying the monthly rental amount by an equation, the numerator being the square footage of which Tenant is deprived during the period of repair and the denominator being the total square footage of the Leased Premises, or three hundred (300) square feet.

If in Landlord's reasonable opinion, the Leased Premises are totally or substantially destroyed by fire or other casualty and cannot be repaired or replaced within ninety (90) days, the Lease shall terminate upon notice by Landlord.

22. Signs. Landlord, at Landlord's sole cost and expense, shall place a sign near the Tenant's entry door to identify the Tenant's Office as being on the Leased Premises. No additional signs will be permitted unless approved in writing by the Landlord prior to installation. Tenant shall remove any additional City-approved signs at its sole cost and expense and repair any damage caused by such removal upon the expiration or termination of this lease. Maintenance and repair of all signage, including but not limited to the sign installed by Landlord, is the responsibility of the Tenant.

23. Names and Logos. Landlord and Tenant shall not use the other's name or logo in any manner that represents or implies any affiliation or relationship other than Landlord and Tenant.

24. Miscellaneous.

(a) The covenants and agreements contained in this Lease shall apply to, inure to the benefit of and be binding upon the Parties, their heirs, distributees, executors, administrators, legal representatives, assigns and upon their respective successors in interest except as otherwise expressly provided in this Lease.

(b) All notices or other communications hereunder shall be in writing and must be given by delivery in person or by mail, addressed to the Parties as follows:

If to Tenant:

South Valley Sanctuary, Inc.  
P.O. Box 1028  
West Jordan, UT 84084

If to Landlord:

City of Riverton  
Attn: Lance Blackwood, City Manager  
12830 S 1700 W  
Riverton, UT 84065

(c) This agreement constitutes the entire agreement between the Parties. Any prior understandings or representations of any kind preceding the date of this agreement shall not be binding upon either party.

(d) This agreement shall be interpreted, construed and enforced according to the substantive laws of the state of Utah. This agreement is the result of arms-length negotiations between the parties, and both Landlord and Tenant have had substantive input regarding the various provisions of this agreement. Accordingly, each of the parties affirms its desire that this agreement be interpreted in an absolutely neutral fashion with no regard to any rule of interpretation (or the like) requiring that the provisions of this agreement be construed to favor one party (such as, for example, the party that did not draft this agreement) over the other.

IN WITNESS WHEREOF, the parties have signed this lease or caused it to be signed by their duly authorized officers the day and year first hereinabove set forth.

TENANT: SOUTH VALLEY SANCTUARY, INC.

By: \_\_\_\_\_

[Typed Name]

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

STATE OF UTAH )

: ss.

County of Salt Lake )

On this \_\_\_\_ day of \_\_\_\_\_ 2014, personally appeared before me \_\_\_\_\_  
\_\_\_\_\_, who being duly sworn, did say that s/he is the \_\_\_\_\_  
of South Valley Sanctuary, Inc., a Utah corporation and that the foregoing instrument was signed  
on behalf of South Valley Sanctuary, Inc., by authority.

\_\_\_\_\_  
NOTARY PUBLIC

Residing in Salt Lake County, Utah

LANDLORD: CITY OF RIVERTON

By: \_\_\_\_\_

Bill Applegarth

Its: Mayor \_\_\_\_\_

ATTEST:

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

Approved as to legal form:

\_\_\_\_\_  
Riverton City Attorney



# Issue Paper

Item No. 4

<b>Presenter/Submitted By:</b>	Mayor Applegarth	
<b>Subject:</b>  Consent Agenda	<b>Meeting Date:</b> September 16, 2014	
	<b>Fiscal Impact:</b>	
	<b>Funding Source:</b>	
<p><b>Background:</b></p> <p><b>4. CONSENT AGENDA</b></p> <ol style="list-style-type: none"> <li>1. <b>Minutes:</b> FT 09-06-14; RCCM 09-09-14</li> <li>2. <b>Bond Releases:</b> N/A</li> <li>3. <b>Resolution No. 14-59</b> – Authorizing the City to Approve an amendment to the Federal Aid Agreement with The Utah Department of Transportation for Funding of The 13400 South Widening Project; 4000 West to Mountain View</li> <li>4. <b>Resolution No. 14-60</b> – Ratifying a Purchase Order given to Sontag Recreation to Furnish and Install a New Playground at Homestead Park</li> </ol>		
<p><b>Recommendation:</b></p> <p>Approve the Consent Agenda as listed.</p>		
<p><b>Recommended Motion:</b></p> <p>“I move the City Council approve the Consent Agenda as listed.”</p>		

**Riverton City**  
**CITY COUNCIL FIELD TRIP**  
**Minutes**  
**September 6, 2014**

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

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**Attendance:**

Mayor William R. Applegarth

**Council Members:**

Council Member Brent Johnson  
Council Member Trent Staggs  
Council Member Sheldon Stewart  
Council Member Tricia Tingey  
Council Member Paul Wayman

**City Staff:**

Lance Blackwood, City Manager  
Jeff Hawker, Asst. City Manager

The Riverton City Council went on a Field Trip beginning at 4:00 pm on September 6, 2014 for the purpose of visiting Commercial Developments. No Council Action was taken during the Field Trip.

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Virginia Loader, MMC  
Recorder

Approved: Pending Minutes

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**Riverton City**  
**REGULAR CITY COUNCIL MEETING**  
**Minutes**  
**September 9, 2014**

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

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10 **Attendance:**

11  
12 Mayor William R. Applegarth

13  
14 **Council Members:**

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

20  
21 **City Staff:**

Lance Blackwood, City Manager  
Virginia Loader, Recorder  
Ryan Carter, City Attorney  
Jeff Hawker, Asst. City Manager  
Dan Woodbury

22  
23  
24 **Citizens:** Michael S. Johnson, Wyoma Darlington, Rhett Tingey

25  
26 **1. GENERAL BUSINESS**

27 **Call to Order and Roll Call**

28 Mayor Applegarth called the meeting to order at 6:30 p.m. and welcomed those in attendance.  
29 He then conducted a Roll Call and Council Members Johnson, Staggs, Stewart, Tingey, and  
30 Wayman were present.

31  
32 **Pledge of Allegiance**

33  
34 **Presentations/Reports**

35  
36 **Recognition of Boy Scout Troops**

37  
38 There were no Boy Scouts in attendance.

39  
40 **Public Comments**

41  
42 Mayor Applegarth explained the public comment procedure and called for public comments.  
43 There were no public comments; therefore, Mayor Applegarth closed the Public Comment  
44 period.

45  
46 **2. PUBLIC HEARINGS** - There were no Public Hearings scheduled.

1 Mayor Applegarth then moved to the Consent Agenda.

2

#### 3 **4. CONSENT AGENDA**

4

5 Mayor Applegarth presented the following Consent Agenda:

6

1. **Minutes:** RCCM 09-02-14

2. **Bond Releases:** N/A

7

8 Council Member Sheldon Stewart **MOVED the City Council approve the Consent Agenda as**  
9 **listed.** Council Member Tricia Tingey **SECONDED** the motion. Mayor Applegarth called for  
10 discussion on the motion; there being none, he called for a Roll Call Vote. The vote was as  
11 follows: Johnson-Yes, Staggs-Yes, Stewart-Yes, Tingey-Yes, and Wayman-Yes. **The motion**  
12 **passed unanimously.**

13

#### 14 **3. DISCUSSION/ACTION ITEMS**

15

##### 16 **1. Presentation of Culinary Water Rate Alternatives**

17

18 Dan Woodbury presented information prepared by Carollo Engineers regarding Water Quality  
19 Improvement Alternatives graph. He then presented information from a memo from Carollo  
20 Engineers and said that Riverton City's culinary water has high total dissolved solids (TDS), and  
21 there are many ways to remove those solids from the water. The water quality report focused on  
22 processes commonly used at municipal drinking water systems in Utah.

23

24 Mr. Woodbury then explained an Electro-coagulation process provided by Carollo Engineers,  
25 which is a viable method removing solids from water; however, he said it was more widely used  
26 in the industrial and petroleum industries. With electro-coagulation the process will generate  
27 solids that have to be removed from the water stream and the solids will have to be dewatered  
28 and disposed of. The cost for electro-coagulation is not used at any range between conventional  
29 lime softening and wellhead pellet softening. Electro-coagulation is not used at any municipal  
30 culinary systems in Utah and therefore was not considered for evaluation during preparation of  
31 the report.

32

33 Lisa Dudley, Finance Director, presented the following information regarding a Consumption  
34 Analysis-Billing Comparison as requested by the Council. The comparison information was  
35 based on 7918 active accounts for July 2013 for Rate Code 101 – Residential – (east of 4800  
36 West) and Rate Code 108 – Jordan Valley Water – (west of 4800 West):

37

38 Lengthy discussion ensued regarding the Consumption Analysis-Billing Comparisons for Rate  
39 Code 101 – residential connections.

40

41 Following discussion Mayor Applegarth confirmed that the Council was comfortable and  
42 confident that the numbers in the left column of the comparisons were sufficient to meet the  
43 water demands of the City and the cost of the water, and that the Council was not comfortable

1 with the two comparisons in the right column of the billing comparisons. He then asked the  
2 Council Members for direction.

3  
4 Council Member Sheldon Stewart **MOVED that we don't consider any additional**  
5 **alternatives.** Council Member Tricia Tingey **SECONDED** the motion. Mayor Applegarth called  
6 for discussion on the motion; Council Member Wayman asked why the Council would not  
7 consider other alternatives proposed during previous discussion in the meeting. Lance  
8 Blackwood addressed questions from Council Member Wayman. Council Member Trent Staggs  
9 commented on the different proposals presented and previously discussed and discussion ensued.  
10 Mayor Applegarth then called for a roll call vote. The vote was as follows: Council Member  
11 Johnson-Yes, Staggs-No, Stewart-Yes, Tingey-Yes, and Wayman-No. **The motion passed 3 to**  
12 **2.**

13  
14 Mayor Applegarth then led discussion regarding the alternatives in the left column of the Billing  
15 Comparisons.

16  
17 A break was taken after which the meeting was reconvened and discussion ensued regarding  
18 proposed water rates for Jordan Valley Water Conservancy District water.

19  
20 Following lengthy discussion Council Member Sheldon Stewart said that he would like to see a  
21 base rate that would generate adequate funds that would cover infrastructure costs. He then  
22 **MOVED that in the survey we will have two options. The first option is to stay at current,**  
23 **the current structure and current billing, 108 or 101. The second piece of the motion is to**  
24 **propose for the second option in the survey would be a \$3.00 base rate with a per 1000**  
25 **gallon usage of \$3.91.** The motion died for lack of a SECOND.

26  
27 Council Member Brent Johnson **MOVED to stay at \$3.91 per 1000 with a base of \$2.50.**  
28 Council Member Sheldon Stewart **SECONDED** the motion. Mayor Applegarth called for  
29 discussion on the motion and discussion ensued in regards to decreasing costs and increasing  
30 efficiencies in the water system regardless of the survey results.

31  
32 Council Member Trent Staggs made a **Substitute Motion and MOVED to move forward on a**  
33 **survey with a \$3.91 option with no base rate.** The Motion died for lack of a second.

34  
35 Council Member Paul Wayman made a **Substitute Motion and MOVED to have a \$12.00 base**  
36 **rate and start at \$2.92 per 1000 gallons.** The Motion died for lack of a second.

37  
38 Council Member Trent Staggs made a **Substitute Motion and MOVED that we have a base**  
39 **rate of \$1.00 then \$3.91 per 1000 gallons.** Council Member Sheldon Stewart **SECONDED** the  
40 motion. Mayor Applegarth called for discussion on the motion and discussion ensued in regards  
41 to insuring adequate funding for water system improvements. He then called for a roll call vote.  
42 The vote was as follows: Council Member Johnson-No, Staggs-Yes, Stewart-No, Tingey-No,  
43 and Wayman-No. **The motion failed 4 to 1.**

44  
45 A vote was then taken on the motion on the floor as follows:

1 Council Member Brent Johnson **MOVED to stay at \$3.91 per 1000 with a base of \$2.50.**  
 2 Council Member Sheldon Stewart **SECONDED** the motion. Mayor Applegarth called for a roll  
 3 call vote. The vote was as follows: Council Member Johnson-Yes, Staggs-No, Stewart-Yes,  
 4 Tingey-Yes, and Wayman-No. **The motion passed 3 to 2.**

## 2. Presentation of Tentative Culinary Water Alternatives Process Calendar

8 The following Culinary Water Alternatives Process Calendar was discussed with amendments  
 9 made by the Council Members:

<b>RIVERTON CITY</b>	
<b>Fiscal Year 2014-15</b>	
<b>Tentative Culinary Water Alternatives Process Calendar</b>	
<b>Sept - 2014</b>	
09	Presentation and Adoption of Culinary Water Alternatives Process Calendar
09	Presentation of Culinary Water Rate Alternatives
09	Decision made on Jordan Valley Water Conservancy District Rate Structure Alternative
16	Dates set for Council District Open Houses - <i>(Arranged by individual Council Members)</i>
30	Distribution of Proposed Survey Methodology, Fact Sheet, and other Media Plans to Council for Review
<b>Oct - 2014</b>	
07	Final Approval of Governing Resolution - <i>(Council Action)</i>
07	Final Approval of Fact Sheet - <i>(Council Action)</i>
07	Continued Discussion of Survey Methodology - <i>(Potential Council Action)</i>
14	1st City-wide Open House 5:00-9:00 p.m. - <i>Riverton City Public Works Building</i>
16	District 1 & 2 Joint Open House 6:00 8:00 p.m. – <i>Riverton City Public Works Building</i>
21	Review of all Processes and Packet Information
<b>Nov - 2014</b>	
03	<b>Begin</b> 100% City-wide JVVCD Water Trial Basis Period
10	Surveys and Fact Sheet Mailed by Independent Agency
18	2nd City-wide Open House 5:00-9:00 p.m. – Riverton City Hall - <i>(In place of Regular City Council Meeting)</i>
<b>Dec - 2014</b>	
08	Deadline for Surveys to be Returned or Postmarked and Counted by Independent Agency
12	<b>End</b> 100% City-wide JVVCD Water Trial Basis Period
16	Presentation from Independent Agency Reporting Results of Survey
<b>July - 2015</b>	
01	Switch Over to JVVCD if Approved

11  
 12 Following discussion of the Tentative Calendar, it was the consensus of the Council to include a  
 13 Calendar of Key Dates in the November Newsletter.

1 Council Member Trent Staggs **MOVED to approve the calendar with one modification to**  
2 **include on November 10 to include “Surveys and Fact Sheet”, to include on December 8 to**  
3 **include “returned or postmarked”, and, between September 9 and September 16, set the**  
4 **dates of Council District Open Houses.** Council Member Sheldon Stewart **SECONDED** the  
5 motion. Mayor Applegarth called for a roll call vote. The vote was as follows: Council Member  
6 Johnson-Yes, Staggs-Yes, Stewart-Yes, Tingey-Yes, and Wayman-Yes. **The motion passed**  
7 **unanimously.**  
8

9 Council Member Sheldon Stewart **MOVED to hold one Open House in each District that is**  
10 **supported by staff.** Council Member Tricia Tingey **SECONDED** the motion. Mayor  
11 Applegarth called for a roll call vote. The vote was as follows: Council Member Johnson-Yes,  
12 Staggs-Yes, Stewart-Yes, Tingey-Yes, and Wayman-Yes. **The motion passed unanimously.**  
13

14 Council Member Sheldon Stewart **MOVED that the first City-wide Open House prior the**  
15 **survey be held at the Public Works Facility on October 14, 2014, and the second City-wide**  
16 **Open House be held at City Hall on November 18, 2014.** Council Member Paul Wayman  
17 **SECONDED** the motion. Mayor Applegarth called for a roll call vote. The vote was as follows:  
18 Council Member Johnson-Yes, Staggs-Yes, Stewart-Yes, Tingey-Yes, and Wayman-Yes. **The**  
19 **motion passed unanimously.**  
20

21 Council Members Sheldon Stewart and Tricia Tingey scheduled a Joint Open House with staff  
22 support at the Public Works Facility on October 16, 2014, from 6:00 to 8:00 p.m.  
23

## 24 5. STAFF REPORTS

25  
26 1. **City Manager Lance Blackwood** – No reports.  
27

28 **Safety Training** – No report.  
29

## 30 6. ELECTED OFFICIAL REPORTS

31  
32 **Mayor Bill Applegarth** – No report

33 **Council Member Brent Johnson** – reported on water problems in the City Cemetery that need  
34 immediate resolution.  
35

36 **Council Member Trent Staggs** – said that he had weed abatement issues that he would speak  
37 with Ryan Carter and Bill Salmon about.  
38

39 **Council Member Sheldon Stewart** – said that he reported painting of crosswalks on Public  
40 Stuff; the item was closed but one of the crosswalks was not completed.  
41

42 **Council Member Tricia Tingey** – No  
43

44 **Council Member Paul Wayman** – No  
45  
46

1 **7. UPCOMING MEETINGS**

2

3 Mayor Applegarth reviewed the following upcoming meetings:

4

1. September 16, 2014 – 6:30 p.m. – Regular City Council Meeting
2. September 30, 2014 – 6:30 p.m. – Regular City Council Meeting
3. October 07, 2014 – 6:30 p.m. – Regular City Council Meeting

5

6 **8. ADJOURN**

7

8 Council Member Brent Johnson **MOVED to adjourn the City Council Meeting.** Council  
9 Member Trent Staggs **SECONDED** the motion. Mayor Applegarth called for discussion on the  
10 motion; there being none, he called for a vote. The vote was as follows: Council Member  
11 Johnson-Yes, Staggs-Yes, Stewart-Yes, Tingey-Yes, and Wayman-Yes. **The motion passed**  
12 **unanimously.** Mayor Applegarth declared the meeting adjourned 9:10 p.m.

13

14

15

16

17 \_\_\_\_\_  
18 Virginia Loader, MMC  
19 Recorder

20

21 Approved: Pending Minutes

21



## Issue Paper

Item No. 4.3

<b>Presenter/Submitted By:</b>	G. Trace Robinson, Public Works Director	
<b>Subject:</b>  Approval of Amendment to Federal Aid Agreement for the 13400 South: 4000 West to Mountain View Widening and Reconstruction Project	<b>Meeting Date:</b> September 16,2014	
	<b>Fiscal Impact:</b> \$39,563	
	<b>Funding Source:</b> 44-60-450	
<b>Background:</b>  <p>In 2009, Riverton City obtained Federal Funding for the reconstruction and widening of 13400 South from 4000 West to Mountain View. On April 29, 2010 Riverton City entered into a Federal Aid Agreement with the Utah Department of Transportation for the construction of the project. During construction, the contractor experienced delays due to utility work performed by Questar Gas Co. These delays resulted in a claim of \$524,820.98. Riverton was able to obtain an additional \$300,000 STP funding through the WFRC to offset some of these costs. This amendment outlines the obligation of the City for their match and identifies and authorizes the funding for the project This required that Riverton pays the match of %6.77 which is \$39,563. This match was included in the numbers previously submitted to, and approved by the Council on August 5<sup>th</sup> 2014 regarding the Settlement Agreement with Wadsworth Bros Construction.</p>		
<b>Recommendation:</b>  <p>Approve Amendment to Federal Aid Agreement for the 13400 South: 4000 West to Mountain View Widening and Reconstruction Project.</p>		
<b>Proposed Motion:</b>  <p>“I move the City Council approve <u>Resolution No. 14-59</u> - Authorizing the City to Approve an Amendment to the Federal Aid Agreement with The Utah Department of Transportation for Funding of The 13400 South Widening Project; 4000 West to Mountain View.”</p>		



<b>Federal Aid Agreement Supplement for Local Agency Project</b> CFDA No. 20.205	The City of Riverton - Trace Robinson	Maximum Project Value Authorized  <b>\$8,811,956</b>
PIN Number <b>8104</b> FINET Number <b>53081</b> FMIS Number <b>F006563</b>	Project Number <b>F-LC35(199)</b> PIN Description <b>13400 SOUTH; 4000 WEST to Mountain View Corridor</b>	Agreement Number (Original Agreement No.) <b>108795</b> Mod No. <b>1</b>
		Date Executed

The Local Agency desires to supplement the agreement entered into and executed on 5/4/2010. All provisions in the basic agreement remain in effect except as expressly modified by this supplement. The changes to the agreement are described as follows:

**Funding from Base Federal Aid Agreement:**

**State Wide Transportation Improvement Program STIP 2010 - 2013**

Fund*	Prior	2010	2011	2012	2013	Total	Fed Aid	State	Other	Pct
STP_URB_SL	\$0	\$21,452	\$0	\$268,154	\$536,308	\$7,861,203	\$7,329,000	\$0	\$532,203	6.77%
Total:	\$0	\$21,452	\$0	\$268,154	\$536,308	\$7,861,203	\$7,329,000	\$0	\$532,203	6.77%

**Updated Funding for this Federal Aid Agreement Modification:**

**State Wide Transportation Improvement Program STIP 2014 - 2017**

Fund	Prior	2014	2015	2016	2017	Total	Fed Aid	State	Other	Pct
L_BETTERMENT	\$621,916	\$39,563	\$0	\$0	\$0	\$661,479	\$0	\$0	\$661,479	100.00%
STP_URB_SL	\$7,850,477	\$300,000	\$0	\$0	\$0	\$8,150,477	\$7,598,690	\$0	\$551,787	6.77%
Total:	\$8,472,393	\$339,563	\$0	\$0	\$0	\$8,811,956	\$7,598,690	\$0	\$1,213,266	13.77%

\*<http://www.udot.utah.gov/go/stipfundtable>

Upon signing this agreement the Local Agency agrees to pay its estimated matching share in phases when requested by UDOT. Phases typically include environmental, design, right-of-way and construction. The local match for this project is represented by the percentages of the Total Project Value shown above. In addition the Local Agency agrees to pay 100% of the overruns that exceed \$8,811,956 and any ineligible costs when requested by UDOT.

UDOT will request payment of matching shares and overruns through an email that will be sent to Trace Robinson at [TROBINSON@RIVERTONCITY.COM](mailto:TROBINSON@RIVERTONCITY.COM) the Local Agency Contact. The Local Agency shall pay within 30 days after each payment request. The Local Agency shall make the check payable to the Utah Department of Transportation referencing the project number above and mail to UDOT Comptroller's Office, Box 141510, 4501 South 2700 West, Salt Lake City, Utah 84119-5998.

The City of Riverton Official

Utah Department of Transportation

By \_\_\_\_\_ Date \_\_\_\_\_ By \_\_\_\_\_ Date \_\_\_\_\_  
Mayor William Applegarth Region Director

By \_\_\_\_\_ Date \_\_\_\_\_  
Comptrollers Office



**Consultant Services  
Federal Aid Agreement Review/Approval Routing Form**

**STATE OF UTAH  
UTAH DEPARTMENT OF TRANSPORTATION  
ENGINEERING SERVICES**

**TODAY'S DATE** 8/26/2014  
**PM REQUEST DATE** 8/26/2014  
**FEDERAL AID** 108795  
**AGREEMENT NO.**  
**MOD NO.** 1

**Project No.:** F-LC35(199) **PIN No.:** 8104  
**PIN Description:** 13400 SOUTH; 4000 WEST to Mountain View Corridor **FINET Prog Code No.:** 53081

UDOT Project Manager	UDOT Contract Administrator
Oanh Amber Le-Spradlin 2010 South 2760 West Salt Lake City, UT 84104 (801)975-4819 oanhle@utah.gov	Michael R. Udot Butler PO Box 148490 Salt Lake City Utah 84114-8490 (801)965-4419 michaelbutler@utah.gov

Local Government
The City of Riverton 12830 S 1700 W Riverton, UT 84065 Trace Robinson, (801) 208-3137 TROBINSON@RIVERTONCITY.COM

Project Value	\$8,811,956
Federal Match	\$7,598,690
Local Government Match	\$1,213,266
State Match	\$0

Please print five single sided copies and route for review/approval to the individuals listed below, using the contact information above. Please sign where appropriate on page #1 in the document before forwarding to the next individual on the list. Please route in the following order:

Routing Sequence	Date
1 Sent to Local Government	8/26/2014
2 Review/Approved Local Government	
3 Review/Approved UDOT Region Director (c/o UDOT PM)	
4 Consultant Services	
5 Sent to UDOT Comptroller	
6 Review/Approved UDOT Comptroller	

**RIVERTON CITY, UTAH**  
**RESOLUTION NO. 14-59**

**A RESOLUTION AUTHORIZING THE CITY TO APPROVE AN AMENDMENT TO THE FEDERAL AID AGREEMENT WITH THE UTAH DEPARTMENT OF TRANSPORTATION FOR FUNDING OF THE 13400 SOUTH WIDENING PROJECT; 4000 WEST TO MOUNTAIN VIEW**

**WHEREAS**, Riverton City has secured an additional \$300,000 funding through the Surface Transportation Program (STP) for the closeout of 13400 widening project from Bangerter to Mountain View; and,

**WHEREAS**, the Utah Department of Transportation has the responsibilities to administer and spend federal funds awarded to cities through the Surface Transportation Program (STP); and,

**WHEREAS**, an amendment to the Federal Aid Agreement is required for The Utah Department of Transportation to authorize final payment to the Contractor for delays due to utility work performed by Questar gas; and,

**WHEREAS**, the Riverton City Council does approve of the Federal Aid Agreement and cooperative action contemplated by said agreement;

**NOW THEREFORE, BE IT RESOLVED** by the Riverton City Council as follows:

1. The aforesaid Federal Aid Agreement for the Widening of 13400 South from 4000 West to Mountain View, of which the attached copy is incorporated herein by reference, be, and hereby is, approved, and the Mayor of Riverton is hereby authorized to execute the same.
2. This resolution shall take effect upon passing.

**PASSED AND ADOPTED** by the City Council of Riverton, Utah, and this \_\_\_\_\_ day of September 2014 by the following vote:

Council Member Brent Johnson	_____ Yes	_____ No
Council Member Trent Staggs	_____ Yes	_____ No
Council Member Sheldon Stewart	_____ Yes	_____ No
Council Member Trish Tingey	_____ Yes	_____ No
Council Member Paul Wayman	_____ Yes	_____ No

**RIVERTON CITY**

[SEAL]

**ATTEST:**

\_\_\_\_\_  
**Bill Applegarth, Mayor**

\_\_\_\_\_  
**Virginia Loader, MMC**  
**Recorder**



## Issue Paper

Item No. 4.4

<b>Presenter/Submitted By:</b>	Craig Calvert, Purchasing Manager	
<b>Subject:</b>  Ratify a Purchase Order given to Sontag Recreation to furnish and install a new playground at Homestead Park.	<b>Meeting Date:</b> September 16, 2014	
	<b>Fiscal Impact:</b> \$45,000.00	
	<b>Funding Source:</b> 10-64-266	
<b>Background:</b>  The City's Recreation Director would like to place a new playground system in Homestead Park. An Invitation for Bid was issued asking perspective suppliers to design a playground system. After designs were submitted recreation had the residents that use the park vote on which system they would like. City staffed scored the warranty of the systems and an award was made. In order to get the playground system installed before winter a purchase order has been issued.		
<b>Recommendation:</b>  Staff's recommendation is to ratify a purchase order given to Sontag Recreation to furnish and install a new playground at Homestead Park.		
<b>Recommended Motion:</b>  "I make a motion to approve <u>Resolution No. 14-60</u> - Ratifying a purchase order given to Sontag Recreation to furnish and install a new playground at Homestead Park."		

**RIVERTON CITY, UTAH**  
**RESOLUTION NO. 14-60**

**A RESOLUTION RATIFYING A PURCHASE ORDER GIVEN TO SONTAG  
RECREATION TO FURNISH AND INSTALL A NEW PLAYGROUND AT  
HOMESTEAD PARK**

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

**WHEREAS**, City staff has determined that a new playground system is needed at Homestead Park is needed.

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

Section 1. Riverton City ratifies a purchase order given to Sontag Recreation to furnish and install a new playground at Homestead Park.

Section 2. This resolution shall ratify prior approval given upon passing.

**PASSED AND ADOPTED** by the City Council of Riverton, Utah, this 16<sup>th</sup> day of September by the following vote:

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

**RIVERTON CITY**

[SEAL]

\_\_\_\_\_  
**Bill Applegarth, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Virginia Loader, MMC**  
**City Recorder**