



**RIVERTON CITY  
REGULAR CITY COUNCIL MEETING  
AGENDA**

**February 17, 2015**

Notice is hereby given that the Riverton City Council will hold a **Regular City Council Meeting** beginning at **6:30 p.m.** on **February 17, 2015** at Riverton City Hall, located at 12830 South 1700 West, Riverton, Utah.

**1. GENERAL BUSINESS**

1. Call to Order and Roll Call
2. Pledge of Allegiance
3. Presentations/Reports
  1. Recognition of Boy Scouts
  2. Report on Bangerter Highway Redwood Road Project - UDOT
4. Public Comments

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

**3. DISCUSSION/ACTION ITEMS**

1. **Minor Subdivision**, Taylor Cove, 1865 West 11860 South, 3 Lots, R-3 Zone, Bridger Taylor, Applicant – *Jason Lethbridge, Planning Manager*

**4. CONSENT AGENDA**

1. **Minutes:** RCCM 02-03-15
2. **Bond Releases:**
  1. Spring Creek Medical Building – 90% Performance Release
  2. Riverton Clinic Building – 90% Performance Release
  3. Green Haven - 90% Performance Release
  4. South Valley Compounding Pharmacy (Riverton Meadows Lot 8) – 90% Performance Release
3. **Resolution No. 15-18** – Authorizing the Mayor to enter into an Interlocal Agreement with Salt Lake County Clerk Elections Division to receive the services of the County Clerk during the 2015 Primary and General Municipal Elections – *Virginia Loader, City Recorder*
4. **Resolution No. 15-19** – Adopting the Salt Lake County Multi-Jurisdictional Multi-Hazard Mitigation Plan – *Sheril Garn, Parks & Public Services Director*
5. **Resolution No. 15-20** - Approving the execution of a Land Lease Agreement between Riverton City and Verizon Wireless for the purpose of operating a Cellular Communications Tower – *Ryan Carter, City Attorney*

**5. STAFF REPORTS – *Lance Blackwood, City Manager***

**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

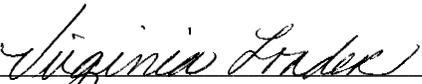
6. Council Member Paul Wayman

**7. UPCOMING MEETINGS**

1. February 24, 2015 – 6:30 p.m. – Regular City Council Meeting – JT CC/PC Meeting
2. March 3, 2015 – 6:30 p.m. – Regular City Council Meeting
3. March 17, 2015 – 6:30 p.m. – Regular City Council Meeting
4. March 24, 2015 – 6:30 p.m. – Regular City Council Meeting

**8. ADJOURN**

Dated this 12<sup>th</sup> day of February 2015

  
\_\_\_\_\_  
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 February 2015

**Virginia Loader**  
Recorder



## Issue Paper

Item No. 3.1

<b>Presenter/Submitted By:</b>		Jason Lethbridge, Planning Manager	
<b>Subject:</b>  <b>MINOR SUBDIVISION, TAYLOR COVE, 1865 WEST 11860 SOUTH, 3 LOTS, R-3 ZONE, BRIDGER TAYLOR, APPLICANT</b>		<b>Meeting Date:</b> February 17, 2015	
		<b>Fiscal Impact:</b> N/A	
		<b>Funding Source:</b> N/A	
<b>Background:</b>			
<p>Bridger Taylor has submitted an application requesting that property located at 1865 West 11860 West be subdivided. The property is currently zoned R-3 (Residential 14,000 square foot lots) as are the properties to the west. To the north property is zoned RR-22 (Rural Residential ½ acre lots). To the east property is zoned RM-8 (Residential multi-family 8 d.u. per acre) and RR-22. To the south property is currently zoned R-4 (Residential 10,000 square foot lots) and is currently being developed as the Manchester Fields Subdivision.</p> <p>The applicant is proposing to subdivide an existing 1.45 acre parcel into three individual single-family lots. There is an existing residential use on the property and will remain on the newly formed lot of 5A. Newer lots 5C and 5B will occur south of 5A. Each new lot is larger than 16,000 square feet and thus complies with the minimum lot size requirement of the R-3 Zone.</p>			
<b>Recommendation:</b>			
<p>On February 12, 2015, the Planning Commission voted to recommend APPROVAL of this subdivision application.</p>			
<b>Proposed Motion:</b>			
<p>“I move the City Council approve Application #14-1009, Taylor Cove Minor Subdivision, located at approximately 1865 West 11860 South with the conditions outlined in the Staff Report.”</p>			

**RIVERTON CITY  
MEMORANDUM**

**TO:** Honorable Mayor and City Council

**FROM:** Development Review Committee

**DATE:** February 17, 2015

**SUBJECT:** MINOR SUBDIVISION, TAYLOR COVE, 1865 WEST 11860 SOUTH, 3 LOTS, R-3 ZONE, BRIDGER TAYLOR, APPLICANT.

**PL NO.:** 14-1009 – Taylor Cove Minor Subdivision

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**On February 12, 2015, the Planning Commission voted to recommend APPROVAL of this Minor Subdivision application. A record of motion and comment from that meeting is included below. The Planning Commission recommended the following motion:**

I move the City Council APPROVE application #14-1009, Taylor Cove Minor Subdivision, located at approximately 1865 West 11860 South with the following conditions:

1. Solid masonry fencing or other approved fencing able to withstand impacts from large animals at a minimum of six (6) feet in height shall be installed along the east property line adjacent where adjacent zoning is RR-22.
2. The private lane shall be paved with either concrete or asphalt to a minimum of twenty five (25) feet in width extending from the public right-of-way to the western property line of lot 5C as per Riverton City and the Unified Fire Authority regulations.
3. Storm drainage systems and installation shall comply with Engineering Department requirements and standards.
4. Any and all irrigation ditches associated with the property be addressed, with disposition of the irrigation systems approved by Riverton City and the proper irrigation company or users.
5. The subdivision comply with any and all applicable Riverton City standards and ordinances, including the International Building and Fire Codes.
6. A blanket easement allowing storm water to drain across the subdivision be added to and recorded on the subdivision plat.

**BACKGROUND:**

Bridger Taylor has submitted an application requesting that property located at 1865 West 11860 West be subdivided. The property is currently zoned R-3 (Residential 14,000 square foot lots) as are the properties to the west. To the north property is zoned RR-22 (Rural Residential ½ acre lots). To the east property is zoned RM-8 (Residential multi-family 8 d.u. per acre) and RR-22. To the south property is currently zoned R-4 (Residential 10,000 square foot lots) and is currently being developed as the Manchester Fields Subdivision.

The applicant is proposing to subdivide an existing 1.45 acre parcel into three individual single-family lots. There is an existing residential use on the property and will remain on the newly formed lot of 5A. Newer lots 5C and 5B will occur south of 5A. Each new lot is larger than

16,000 square feet and thus complies with the minimum lot size requirement of the R-3 zone.

On August 28, 2014 the Riverton City Planning Commission approved a conditional use permit that authorized lots within this subdivision to be constructed with access from a private lane. A thirty foot (30) foot wide access easement across lot 5B will provide access to lot 5C. As a private lane Riverton City retains no responsibility to repair, plow or otherwise maintain the lane beyond the edge of the public right of way.

There is one area where fencing is required by ordinance. At the south east corner lot 5C is adjacent to zoning that allows large animals. When this occurs current ordinances require fencing "able to withstand impacts from large animals" be installed. Typical fencing standards for this situation has been six foot pre-cast masonry fencing, however, there may be other fencing types that may withstand not only a large animal kicking through but also leaning against or chewing on the fence. The applicant is proposing six foot "Simtek" fencing instead of the typical pre-cast concrete. Because the ordinance is not clear on the type of fencing to be installed the decision ultimately rests with the Planning Commission and City Council. Condition #1 addresses this.

**ATTACHMENTS:**

The following items are attached:

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

# Planning Commission Record of Motion

Meeting Date: February 12, 2015

**Item:** Taylor Cove Minor Subdivision

Agenda Item# 1A

*Scott Kochevar*

	Brian Russell	Dennis Hansen	Kent Hartley	Cade Bryant	James Endrizzi	<del>Scott Kochevar</del>	<del>James Webb</del>
Motion			✓	✓			
Second		✓					

**Motion(s):** Motion # \_\_\_\_ (if multiple motions)

I move the Planning Commission recommend APPROVAL of application #14-1009, Taylor Cove Minor Subdivision, located at approximately 1865 West 11860 South with the following conditions:

1. Solid masonry fencing or other approved fencing able to withstand impacts from large animals at a minimum of six (6) feet in height shall be installed along the east property line adjacent where adjacent zoning is RR-22.
2. The private lane shall be paved with either concrete or asphalt to a minimum of twenty five (25) feet in width extending from the public right-of-way to the western property line of lot 5C as per Riverton City and the Unified Fire Authority regulations.
3. Storm drainage systems and installation shall comply with Engineering Department requirements and standards.
4. Any and all irrigation ditches associated with the property be addressed, with disposition of the irrigation systems approved by Riverton City and the proper irrigation company or users.
5. The subdivision comply with any and all applicable Riverton City standards and ordinances, including the International Building and Fire Codes.
6. *Easement allowing stormwater to drain across SB be recorded on the plat.*

VOTE:

*Scott Kochevar*

	Brian Russell	Dennis Hansen	Kent Hartley	Cade Bryant	James Endrizzi	<del>Scott Kochevar</del>	<del>James Webb</del>
AYE	✓	✓	✓	✓	✓	✓	
NAY							
ABSTAIN							

PASS  
 FAIL



PL No. 14-1009  
Date 9/10/2014

# Application

## Minor Subdivision

(Three Lots or Less)

A. **Applicant's Name** Bridger Taylor  
Home Address 11842 So. Pinnacle Arch Ct.  
City Riverton State UT Zip 84065  
Telephone # 801-864-2864 Mobile # \_\_\_\_\_  
E-mail Address bridgecobuilders@gmail.com Fax # \_\_\_\_\_

B. **Contact Person (Name & Company)** Bridger Taylor, Bridgeco Builders Inc.  
Address same as above  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone # \_\_\_\_\_ Mobile # \_\_\_\_\_  
E-mail Address \_\_\_\_\_ Fax # \_\_\_\_\_

### C. Project Information

1. Subdivision Name Taylor Cove  
Subdivision Address 1865 W 11860 S.  
Sidwell/Tax ID# \_\_\_\_\_ Total Acreage of the Site \_\_\_\_\_
2. Current Zoning of the Proposed Site R-3  
Zoning of Adjacent Parcels: North \_\_\_\_\_ South \_\_\_\_\_ East \_\_\_\_\_ West \_\_\_\_\_
3. Current Use of Land \_\_\_\_\_  
Number of Existing Structures \_\_\_\_\_
4. Describe the Proposed Use and Structure(s) for this Site Subdivide 1 lot into 3  
For Residential Homes, 2 new construction, 1 existing

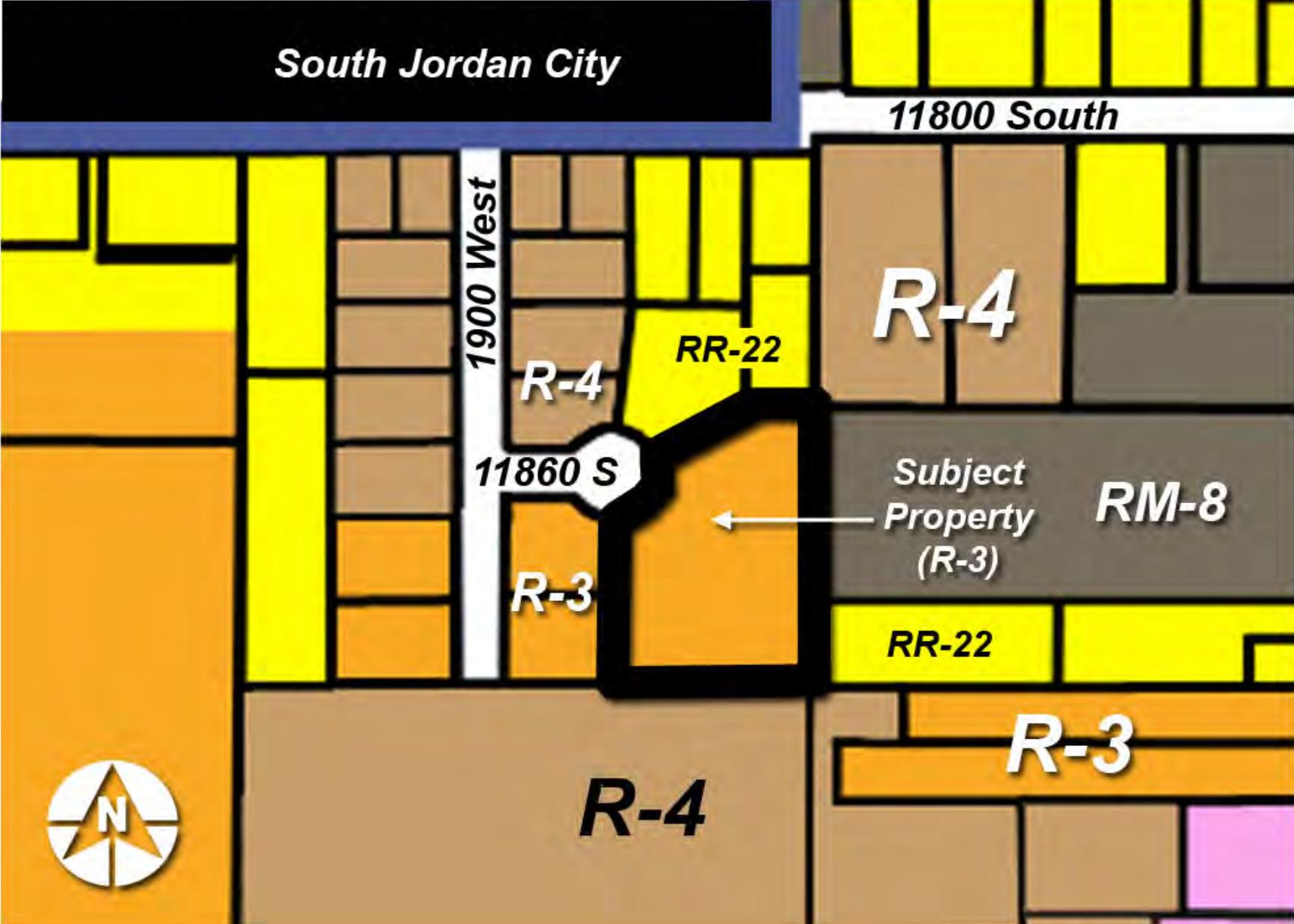
**By signing this application, I acknowledge that I have read and understood the application, ordinances, checklists, etc, associated with this application, and that any and all required drawings, plans, and other submittals are included and complete. All drawings and plans, and the proposed development, must comply with the requirements of the Engineering Plan Review Checklist, Riverton City Standards and Specifications, and all applicable Riverton City ordinances and standards.**

[Signature]  
Applicant's Signature

9/10/14  
Date

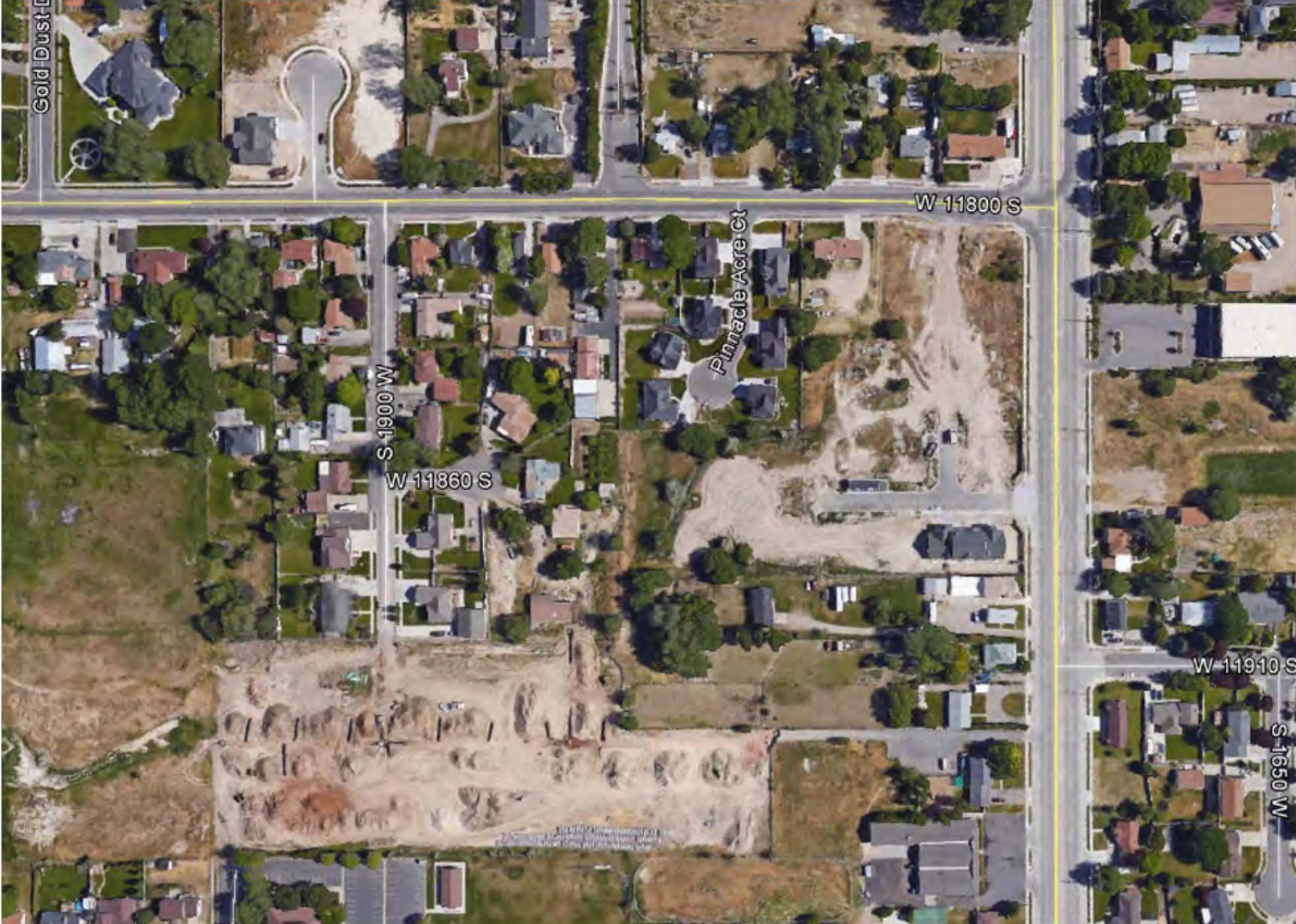
\*\*\*You will receive a letter following the Planning Commission and City Council meeting providing status of your application\*\*\*

# TAYLOR COVE SUBDIVISION

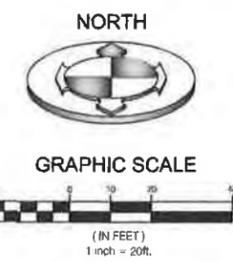
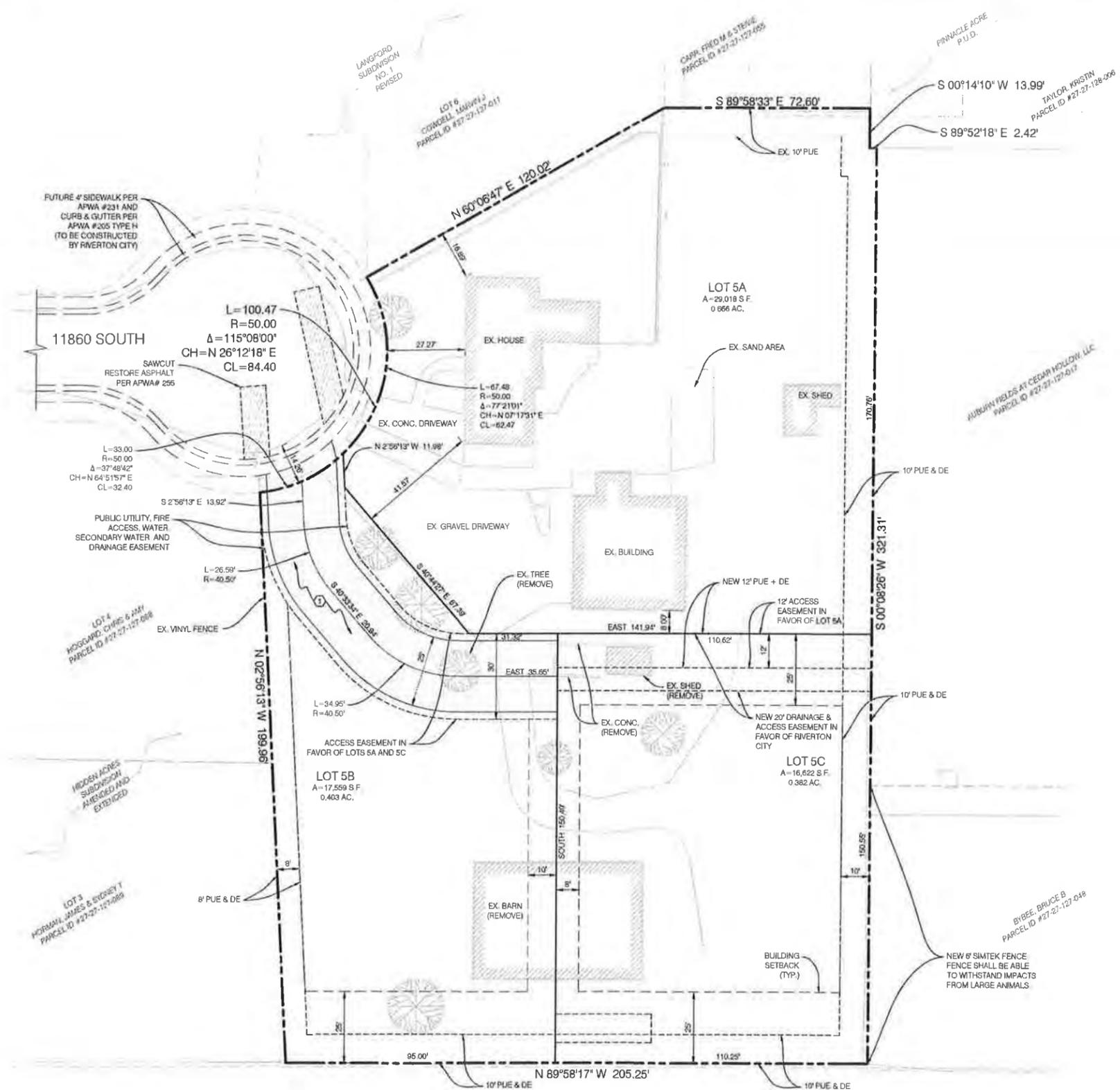


**ZONING MAP**

# TAYLOR COVE SUBDIVISION



**ZONING MAP**



CONSTRUCTION KEY NOTES REFERENCE

NO.	DESCRIPTION	DETAIL
①	STANDARD DUTY ASPHALT PAVEMENT WITH GRANULAR BASE	1/COT.01

ZONE: R-3

AREA TABLE		
PARTICULARS	S.F.	%
BUILDING	10,349	16.4
HARDSCAPE	4,089	6.5
GRAVEL	3,184	5.0
LANDSCAPE	45,577	72.1
TOTAL	63,199	100

NOTE: TABLE INCLUDES APPROXIMATE AREAS FOR NEW HOMES AND DRIVEWAYS

NOTE:  
ARCHITECTURAL APPROVAL IS  
NEEDED PRIOR TO BUILDING PERMIT.

NOTE:  
A R.O.W. ENCROACHMENT PERMIT MUST BE  
OBTAINED FROM RIVERTON CITY PRIOR TO  
DOING ANY WORK IN THE RIGHT-OF-WAY.  
CONTACT AARON ROBERTS AT (801) 208-3105.

NOTE:  
BUILDING FOOTPRINTS ARE SHOWN FOR  
ILLUSTRATIVE PURPOSES ONLY. FINAL  
LOCATION AND DIMENSIONS WILL BE  
ADDRESSED DURING SUBDIVISION OR  
BUILDING PERMIT APPLICATION PROCESS.

NO.	DATE	DESCRIPTION
1	2/20/14	REVISED PER RIVERTON CITY DESIGN
2	07/10/15	REVISED PER CITY NEEDS

DRAWN BY: FBARRPD  
 CHECKED BY: DKB  
 PREPARED BY: SUREY  
 DATE: 09/04/2014  
 DRAWN P.L.: 1404048.sld

SCALE MEASURES SHOWN ON FULL SIZE SHEETS  
ADJUST PROPORTION FOR REDUCED SIZE SHEETS



**BENCHMARK  
ENGINEERING &  
LAND SURVEYING**

978 SOUTH STATE STREET SUITE # 100  
SANDY, UTAH 84070 (801) 562-7182  
www.benchmarkcivil.com

**TAYLOR COVE SUBDIVISION**

1865 WEST 11860 SOUTH  
RIVERTON CITY, UTAH

SITE PLAN

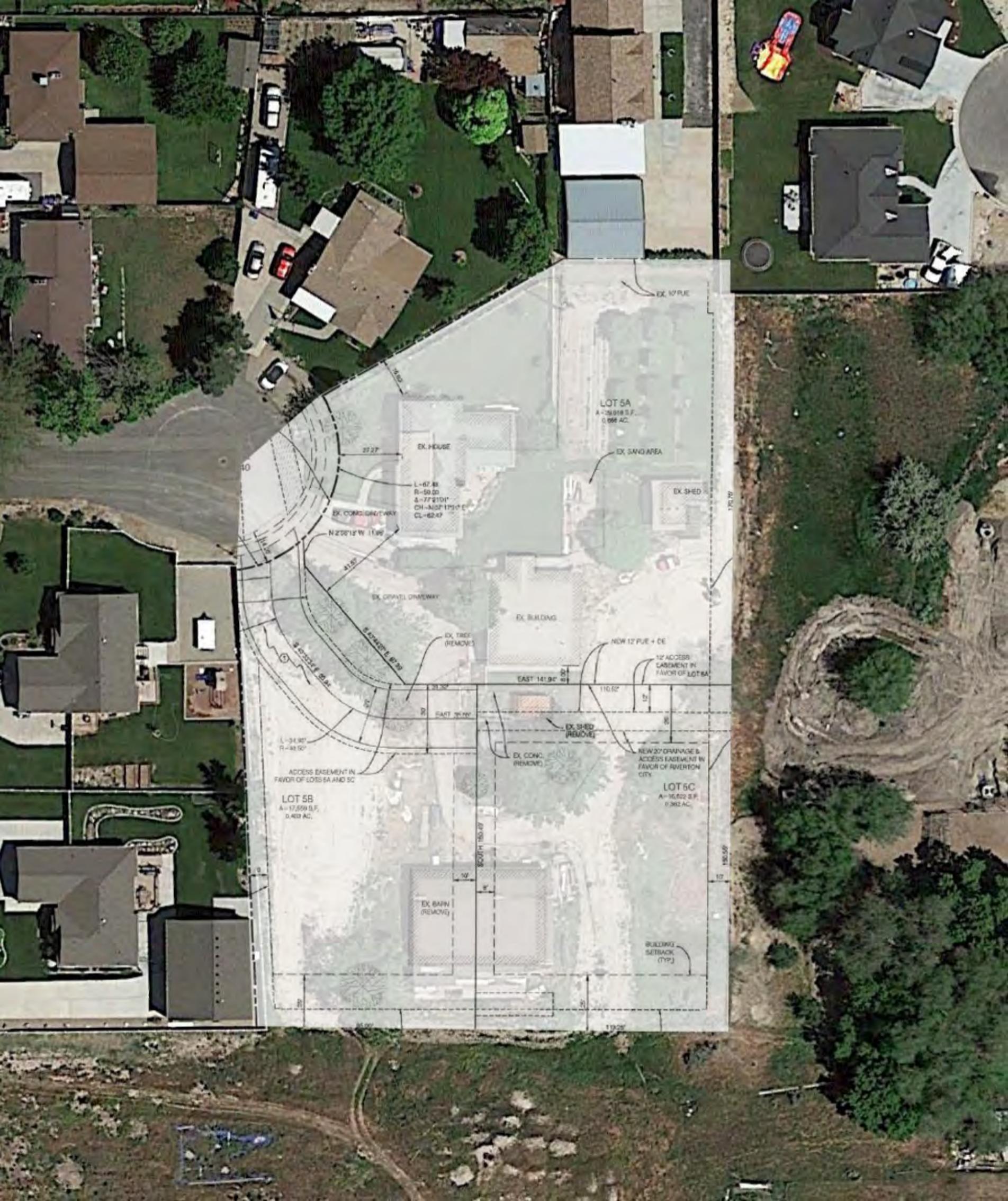
CSP.01  
3 OF 6

CALL BEFORE YOU DIG.  
IT'S FREE & IT'S THE LAW.

BLUE STAKES OF UTAH  
UTILITY NOTIFICATION CENTER

1-800-862-4111  
www.bluestakes.org

JAN 12 2015



LOT 5A  
A=26,918 S.F.  
0.694 AC.

LOT 5B  
A=17,559 S.F.  
0.483 AC.

LOT 5C  
A=16,652 S.F.  
0.362 AC.

EX. HOUSE

EX. SAND AREA

EX. SHED

EX. BUILDING

EX. TREE (REMOVE)

NEW 12" PUE + DE

12" ACCESS EASEMENT IN FAVOR OF LOT 5A

EAST 141.94'

110.62'

EAST 76' WY

EX. SHED (REMOVE)

EX. CONC. (REMOVE)

NEW 20" DRAINAGE & ACCESS EASEMENT IN FAVOR OF AVERTON CITY

ACCESS EASEMENT IN FAVOR OF LOTS 5A AND 5C

EX. BARN (REMOVE)

BUILDING SETBACK (TYP)

L=67.88  
R=59.25  
Δ=77°10'1"  
CH=132'175.4" E  
CL=62.47

EX. CONGR. DRIVEWAY

EX. DRIVEWAY

L=34.80'  
R=41.50'

ACCESS EASEMENT IN FAVOR OF LOTS 5A AND 5C

136.56'

800' P=185.87'

10'

119.25'

170' WY

136.56'

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# Issue Paper

Item No. 4

<b>Presenter/Submitted By:</b>	Mayor Applegarth	
<b>Subject:</b>  Consent Agenda	<b>Meeting Date:</b> February 17, 2015	
	<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> RCCM 02-03-15</li> <li>2. <b>Bond Releases:</b> <ol style="list-style-type: none"> <li>1. Spring Creek Medical Building – 90% Performance Release</li> <li>2. Riverton Clinic Building – 90% Performance Release</li> <li>3. Green Haven - 90% Performance Release</li> <li>4. South Valley Compounding Pharmacy (Riverton Meadows Lot 8) – 90% Performance Release</li> </ol> </li> <li>3. <b><u>Resolution No. 15-18</u></b> – Authorizing the Mayor to enter into an Interlocal Agreement with Salt Lake County Clerk Elections Division to receive the services of the County Clerk during the 2015 Primary and General Municipal Elections – <i>Virginia Loader, City Recorder</i></li> <li>4. <b><u>Resolution No. 15-19</u></b> – Adopting the Salt Lake County Multi-Jurisdictional Multi-Hazard Mitigation Plan – <i>Sheril Garn, Parks &amp; Public Services Director</i></li> <li>5. <b><u>Resolution No. 15-20</u></b> - Approving the execution of a Land Lease Agreement between Riverton City and Verizon Wireless for the purpose of operating a Cellular Communications Tower – <i>Ryan Carter, City Attorney</i></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>		

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**Riverton City**  
**REGULAR CITY COUNCIL MEETING**  
**Minutes**  
**February 3, 2015**

**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:**

22 Lance Blackwood, City Manager  
23 Virginia Loader, Recorder  
24 Ryan Carter, City Attorney  
25 Jason Lethbridge, Planning Manager  
26 Trace Robinson, Public Works Director  
27 Lisa Dudley, Finance Director  
28 Rod Norton, Chief UPD Riverton Precinct  
29 Angela Trammell, Communications Manager  
30 Erik Sandstrom, UFA  
31 Joy Johnson, Deputy Recorder

32  
33  
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35  
36  
37 **Citizens:** Michael Johnson, Wyoma Darlington, Taylor Spendlove, Tish Buroker, Matthew Young

38 **1. GENERAL BUSINESS [6:30:11 PM](#)**

39  
40 **1. Call to Order and Roll Call**

41  
42 **2. Pledge of Allegiance**

43  
44 **3. Presentations/Reports**

45  
46 **1. Recognition of Boy Scout Troops**

47  
48 **2. Presentation of Riverton City's 150<sup>th</sup> Celebration Pictorial Book**

49  
50 [6:37:17 PM](#) Mayor Applegarth explained that with the appointment of Joy Johnson as the City  
51 Historian came the assignment of preparation a pictorial book for the City's 150<sup>th</sup> Celebration.

52  
53 Joy Johnson spoke and said that, as a result of that assignment, along with cooperation from  
54 many people and with the expertise of John Catron, Riverton City's 150<sup>th</sup> Celebration book  
55 "Riverton City, Utah, Looking Back 150 Years" was published. She presented the book to the  
56 Mayor, City Council and the public. She said it would be available for purchase following her  
57 presentation for \$35 each.

1                   **3. [6:43:06 PM](#) Riverton Choice Awards for Excellence in Education–Riverton**  
2 **Elementary School** – Halle Steere, Kelton Lambert and Ms. Annette Stavros

3  
4                   **4. Public Comments** –There were no Public Comments.

5  
6 [6:52:14 PM](#) Matt Young, Jordan School District Board Member, commented on Riverton City’s  
7 150<sup>th</sup> Year Celebration. It was announced that Southland Elementary is celebrating their 40<sup>th</sup>  
8 Year this year.

9  
10 **2. PUBLIC HEARINGS** – There were no Public Hearings scheduled.

11  
12 **3. DISCUSSION/ACTION ITEMS**

13  
14                   **1. Final Plat Subdivision, The Cottages at Western Springs Phase 1, 4358 West**  
15 **12900 South, 25 Single-Family Lots, R4-SD Zone, Brighton Homes Utah LLC, Applicant**

16  
17 [6:55:06 PM](#) Jason Lethbridge, Planning Manager, explained that Brighton Homes LLC  
18 submitted an application requesting final plat approval for a subdivision of land located at  
19 approximately 4358 West 12900 South. He said the property is zoned R-4 SD (Residential  
20 10,000 square foot lots Specific Development). The Specific Development of this zoning district  
21 includes additional requirements that were not contained in the R-4 zoning district. Property to  
22 the north is zoned RR-22 (Rural Residential). Property to the east is a future phase of the  
23 subdivision and is zoned R-4 SD and to the south property is zoned PCC (Planned Commercial  
24 Center) and is listed in Riverton’s General Plan as “Future Study Area.” Properties to the west  
25 are zoned R-1 (Residential 1 acre lots) and RR-22.

26  
27 [6:59:45 PM](#) Mayor Applegarth commented

28  
29 [6:59:57 PM](#) Brighton Homes Representative commented on open space and said they had  
30 applied for a recreational easement for landscaping under power lines.

31  
32 [7:00:46 PM](#) Mayor Applegarth commented.

33  
34 [7:01:10 PM](#) Brighton Homes Representative commented.

35  
36 [7:01:15 PM](#) Mayor Applegarth commented.

37  
38 [7:01:20 PM](#) Council Member Sheldon Stewart commented.

39  
40 [7:01:51 PM](#) Council Member Paul Wayman commented.

41  
42 [7:02:09 PM](#) Brighton Homes Representative commented.

43  
44 [7:02:24 PM](#) Council Member Paul Wayman commented.

45  
46 [7:02:35 PM](#) Brighton Homes Representative commented.

47  
48 [7:02:43 PM](#) Council Member Sheldon Stewart commented.

1 [7:02:49 PM](#) Jason Lethbridge commented.

2

3 [7:03:36 PM](#) Mayor Applegarth commented.

4

5 [7:03:41 PM](#) City Attorney Ryan Carter commented.

6

7 [7:03:46 PM](#) Council Member Sheldon Stewart commented.

8

9 [7:04:04 PM](#) Mayor Applegarth commented.

10

11 [7:04:07 PM](#) Council Member Trent Staggs commented.

12

13 [7:04:25 PM](#) Brighton Homes Representative responded.

14

15 [7:05:07 PM](#) Mayor Applegarth called for a motion.

16

17 [7:05:17 PM](#) Council Member Tricia Tingey **MOVED** the City Council approve Application  
18 **#14-1008 The Cottages at Western Springs Phase 1 Final Plat Subdivision, located at**  
19 **approximately 4358 West 12900 South with the conditions outlined in the Staff Report.**  
20 Council Member Paul Wayman **SECONDED** the motion. Mayor Applegarth called for  
21 discussion on the motion; he then called for a Roll Call Vote. The vote was as follows: Johnson-  
22 Yes, Staggs-Yes, Stewart-Yes, Tingey-Yes, and Wayman-Yes. **The motion passed**  
23 **unanimously.**

24

25 **Referenced in the motion are the following conditions forwarded by the Planning**  
26 **Commission:**

27

- 28 1. Storm drainage systems and installation shall comply with Engineering Department
- 29 requirements and standards.
- 30 2. Any and all irrigation ditches associated with the property be addressed, with disposition
- 31 of the irrigation systems approved by Riverton City and the proper irrigation company or
- 32 users.
- 33 3. The subdivision shall comply with any and all applicable Riverton City standards and
- 34 ordinances, including the International Building and Fire Codes.
- 35 4. Landscaping in open space areas shall be installed as proposed on submitted landscape
- 36 plans and shall be included in the final plat subdivision submittal.
- 37 5. Perimeter fencing shall consist of a minimum of six (6) foot solid vinyl on the south and
- 38 east property lines, with solid masonry along the north.
- 39 6. Sunday drive, in its entirety, shall be dedicated to Riverton City extending from the
- 40 southern boundary line north to 12600 South.
- 41 7. Improvements to Sunday Drive shall be according to Riverton City Engineering
- 42 Department requirements and standards and shall extend north to 12600 South.
- 43 8. The developer shall obtain temporary construction easements from property owners on
- 44 the west side of Sunday Drive.

45

46

47

48

1           **2. Single-Phase Subdivision, Hidden Acres, 13204 South 3300 West, 20 Lots, RR-22**  
2           **Zone, Jacob Satterfield, Applicant**

3  
4           [7:06:17 PM](#) Jason Lethbridge, Planning Manager, explained that Jacob Satterfield submitted an  
5 application requesting approval of a single phase subdivision proposed to be located at 13204  
6 South 3300 West. The property is zoned RR-22 (Rural Residential ½ acre lots). Properties to the  
7 north, west and south are also zoned RR-22 and are developed as single-family homes. Property  
8 to the east is zoned RR-22 but is currently utilized as agricultural land.

9  
10          Mr. Lethbridge said the applicant is proposing to subdivide 13.40 acres into 20 half acre lots.  
11 The property sits between three residential subdivisions with existing road stubs at the north and  
12 the south being 3300 West and an existing road stub at 13260 South. These stubs were required  
13 at the time of approval for those subdivisions in anticipation that this property would eventually  
14 develop. The proposed subdivision utilizes all three of these existing road stubs. 3300 West will  
15 be connected from north to south and 13260 South will travel east until it connects with 3300  
16 West. A smaller cul-de-sac road will be constructed with access to 3300 West.

17  
18          [7:08:58 PM](#) Mayor Applegarth commented.

19  
20          [7:09:04 PM](#) Jason Lethbridge commented.

21  
22          [7:10:12 PM](#) Council Member Sheldon Stewart commented.

23  
24          [7:10:41 PM](#) Mayor Applegarth commented.

25  
26          [7:10:45 PM](#) Council Member Tricia Tingey commented.

27  
28          [7:11:19 PM](#) Jason Lethbridge commented.

29  
30          [7:11:52 PM](#) Council Member Tricia Tingey commented.

31  
32          [7:11:58 PM](#) Jason Lethbridge commented.

33  
34          [7:12:15 PM](#) Council Member Tricia Tingey commented.

35  
36          [7:12:20 PM](#) Jason Lethbridge commented.

37  
38          [7:12:29 PM](#) Mayor Applegarth commented.

39  
40          [7:12:40 PM](#) Council Member Tricia Tingey commented.

41  
42          [7:13:00 PM](#) Mayor Applegarth commented.

43  
44          [7:13:17 PM](#) Mayor Applegarth commented.

45  
46          [7:13:24 PM](#) Council Member Trent Staggs commented.

47  
48          [7:13:53 PM](#) Jacob Satterfield, Applicant, commented.

1 [7:14:23 PM](#) Mayor Applegarth commented.

2

3 [7:14:52 PM](#) Council Member Paul Wayman commented.

4

5 [7:15:30 PM](#) Jacob Satterfield, Applicant, commented.

6

7 [7:15:40 PM](#) Council Member Sheldon Stewart commented.

8

9 [7:15:45 PM](#) Jason Lethbridge commented.

10

11 [7:15:59 PM](#) Council Member Sheldon Stewart commented.

12

13 [7:16:08 PM](#) Mayor Applegarth commented.

14

15 [7:16:50 PM](#) Council Member Trent Staggs commented.

16

17 [7:17:00 PM](#) Mayor Applegarth commented.

18

19 City Attorney Ryan Carter commented.

20

21 [7:17:18 PM](#) Council Member Paul Wayman commented.

22

23 [7:17:55 PM](#) Public Works Director Trace Robinson commented.

24

25 [7:18:35 PM](#) Mayor Applegarth commented.

26

27 [7:18:40 PM](#) Council Member Trent Staggs commented.

28

29 [7:18:57 PM](#) Mayor Applegarth commented.

30

31 [7:19:15 PM](#) Council Member Sheldon Stewart **MOVED the City Council approve Application**  
32 **#14-1007 Hidden Acres Single Phase Subdivision, located at approximately 13204 South**  
33 **3300 West with the conditions outlined in the Staff Report with the additional conditions**  
34 **requiring a Kentucky Blue or other grass to be planted and trees that are similar along the**  
35 **street frontage with some additional trees as approved by staff.** Council Member Tricia  
36 Tingey **SECONDED** the motion. Mayor Applegarth called for discussion on the motion; Mayor  
37 Applegarth then called for a Roll Call Vote. The vote was as follows: Johnson-Yes, Staggs-Yes,  
38 Stewart-Yes, Tingey-Yes, and Wayman-Yes. **The motion passed unanimously.**

39

40 **Referenced in the motion are the following conditions forwarded by the Planning**  
41 **Commission:**

42

43 1. Storm drainage systems and installation shall comply with Engineering Department  
44 requirements and standards.

45 2. Any and all irrigation ditches associated with the property be addressed, with disposition  
46 of the irrigation systems approved by Riverton City and the proper irrigation company or  
47 users.

48 3. The subdivision shall comply with any and all applicable Riverton City standards and

1 ordinances, including the International Building and Fire Codes.

- 2 4. Six foot solid privacy fencing along all lots that have frontage along the canal.  
3

4 **3. Conditional Use Permit, Wireless Communications Tower, 4570 West 12600 South,**  
5 **P-OS Zone, Kalab Cox, Representing T-Mobile Wireless, Applicant**  
6

7 [7:20:08 PM](#) Jason Lethbridge, Planning Manager, explained that Kalab Cox, representing T-  
8 Mobile Wireless, has made application for a Conditional Use permit for a wireless  
9 communications tower to be located on public property located at approximately 4570 West  
10 12600 South. The property is part of the Western Springs Main Park, and is zoned Parks/Open  
11 Space. The property to the north is zoned SP-C, and is part of the commercial property adjacent  
12 to 12600 South. The property to the south, west, and east is all part of the park area and is zoned  
13 Parks/Open Space.  
14

15 [7:23:49 PM](#) Council Member Trent Staggs commented.  
16

17 [7:23:56 PM](#) City Attorney Ryan Carter commented.  
18

19 [7:24:22 PM](#) Council Member Sheldon Stewart commented.  
20

21 [7:24:26 PM](#) City Attorney Ryan Carter commented.  
22

23 [7:24:34 PM](#) Mayor Applegarth commented.  
24

25 [7:24:50 PM](#) Council Member Council Member Tricia Tingey **MOVED the City Council**  
26 **approve the Conditional Use Permit for a wireless communication tower located at 4570**  
27 **West 12600 South, with the conditions outlined in the Staff Report.** Council Member  
28 Sheldon Stewart **SECONDED** the motion. Mayor Applegarth called for discussion on the  
29 motion; he then called for a Roll Call Vote. The vote was as follows: Johnson-Yes, Staggs-Yes,  
30 Stewart-Yes, Tingey-Yes, and Wayman-Yes. **The motion passed unanimously.**  
31

32 **Referenced in the motion are the following conditions forwarded by the Planning**  
33 **Commission:**  
34

- 35 1. A ground lease and agreement with Riverton City be secured prior to any  
36 construction.  
37 2. The tower maintain a distance of 150% of its height from any residential structure  
38 in existence at the time of construction.  
39 3. The enclosure be of solid masonry to match the existing utility enclosure on site.  
40 4. The site and structure shall comply with any and all applicable standards and  
41 ordinances.  
42

43 [7:25:27 PM](#) Mayor Applegarth recommended that, with the Council's approval, staff look at one  
44 of the conditions in development for those kinds of ponds, whether it's detention or retention, to  
45 have the surface there be sod and not look at anything else. He asked if the Council would be  
46 agreeable to having staff look at that and the concurred.  
47

48 [7:26:35 PM](#) Council Member Sheldon Stewart commented.

1 [7:26:45 PM](#) Parks and Public Services Director Sheril Garn commented.

2  
3 [7:27:14 PM](#) Council Member Sheldon Stewart commented.

4  
5 [7:27:23 PM](#) Council Member Tricia Tingey commented.

6  
7 [7:27:47 PM](#) Mayor Applegarth commented.

8  
9 [7:27:56 PM](#) Council Member Paul Wayman commented.

10  
11 [7:28:14 PM](#) Public Works Director Trace Robinson commented.

12  
13 [7:28:26 PM](#) Council Member Tricia Tingey commented.

14  
15 [7:28:40 PM](#) Mayor Applegarth commented.

16  
17 **4. Amended Commercial Site Plan – Canal Fencing, Master Muffler, 2284 West 12600**  
18 **South, C-G Zone, Keith Grundmann of Riverton Under Car Properties, LLC, Applicant**

19  
20 [7:29:14 PM](#) Jason Lethbridge, Planning Manager, explained that In June of last year, the City  
21 Council approved the Master Muffler Site Plan, located at 2284 West 12600 South. That  
22 approval came with the requirement for solid vinyl fencing along the east property line shared  
23 with the canal. After approval, as construction for that fence was beginning, the applicant  
24 contacted staff and indicated that an easement in favor of the canal company prevented them  
25 from installing the fencing as it had been approved. The direction from staff was that it was the  
26 applicant's responsibility in the information they presented with their application to identify  
27 those issues prior to approval, and the conditions of approval could not simply be waived. The  
28 applicant has proposed to staff several alternatives, including moving the fence inside of the  
29 easement, which would isolate property owned by the applicant, and constructing an alternate  
30 fence of jersey barricades. Any amendment to the original site plan requires a review by the City  
31 Council, and so staff directed the applicant to request such a review.

32  
33 [7:36:09 PM](#) Jason Lethbridge commented.

34  
35 [7:36:22 PM](#) Keith Grundmann, property owner

36  
37 [7:36:49 PM](#) Mayor Applegarth commented.

38  
39 [7:37:33 PM](#) Council Member Brent Johnson commented.

40  
41 [7:37:50 PM](#) Public Works Director Trace Robinson commented.

42  
43 [7:37:55 PM](#) Jason Lethbridge commented.

44  
45 [7:38:04 PM](#) Council Member Brent Johnson commented.

46  
47 [7:38:44 PM](#) Keith Grundmann commented.

48

- 1 [7:39:27 PM](#) Council Member Brent Johnson commented.  
2  
3 [7:39:33 PM](#) Keith Grundmann commented.  
4  
5 [7:39:40 PM](#) Council Member Sheldon Stewart commented.  
6  
7 [7:39:44 PM](#) Council Member Brent Johnson commented.  
8  
9 [7:40:29 PM](#) Jason Lethbridge commented.  
10  
11 [7:40:38 PM](#) Public Works Director Trace Robinson commented.  
12  
13 [7:40:42 PM](#) Jason Lethbridge commented.  
14  
15 [7:40:49 PM](#) Council Member Brent Johnson commented.  
16  
17 [7:41:18 PM](#) Mayor Applegarth commented.  
18  
19 [7:41:41 PM](#) Council Member Paul Wayman commented.  
20  
21 [7:42:24 PM](#) Keith Grundmann commented.  
22  
23 [7:43:00 PM](#) Jason Lethbridge commented.  
24  
25 Council Member Paul Wayman commented.  
26  
27 [7:43:30 PM](#) Keith Grundmann commented.  
28  
29 [7:43:48 PM](#) Council Member Sheldon Stewart commented.  
30  
31 [7:43:54 PM](#) Council Member Trent Staggs commented.  
32  
33 [7:44:01 PM](#) Jason Lethbridge commented.  
34  
35 [7:45:34 PM](#) Council Member Trent Staggs commented.  
36  
37 [7:45:51 PM](#) City Attorney Ryan Carter commented.  
38  
39 [7:45:59 PM](#) Mayor Applegarth commented.  
40  
41 [7:46:12 PM](#) City Attorney Ryan Carter commented.  
42  
43 [7:46:29 PM](#) Council Member Tricia Tingey commented.  
44  
45 [7:46:34 PM](#) Council Member Brent Johnson commented.  
46  
47 [7:46:39 PM](#) Jason Lethbridge commented.  
48

1 [7:47:15 PM](#) Mayor Applegarth commented.

2  
3 [7:47:27 PM](#) City Attorney Ryan Carter commented.

4  
5 [7:48:46 PM](#) Council Member Trent Staggs commented.

6  
7 [7:48:51 PM](#) Mayor Applegarth commented.

8  
9 [7:48:57 PM](#) Council Member Paul Wayman commented.

10  
11 [7:49:13 PM](#) City Attorney Ryan Carter commented.

12  
13 [7:49:36 PM](#) Jason Lethbridge commented.

14  
15 [7:49:46 PM](#) Mayor Applegarth commented.

16  
17 [7:49:52 PM](#) Council Member Sheldon Stewart commented.

18  
19 [7:49:57 PM](#) Council Member Trent Staggs commented.

20  
21 [7:50:07 PM](#) Council Member Sheldon Stewart commented.

22  
23 [7:50:43 PM](#) Council Member Sheldon Stewart **MOVED** the City Council amend the Master  
24 **Muffler Commercial Final Site Plan, Application Number PL-13-8011, located at 2284**  
25 **West 12600 South, modifying the fencing requirement adjacent to the canal as follows:**  
26 **Fencing on the east property line shall consist of moving the fence to the outside of the**  
27 **easement and in vinyl and landscape requiring that the fence be along the west side of the**  
28 **detention pond and working with staff to avoid water issues and allowing for a rock or**  
29 **similar gravel in that space, so long as it is approved by the canal, otherwise require lawn.**  
30 Council Member Trent Staggs **SECONDED** the motion. Mayor Applegarth called for discussion  
31 on the motion; [7:51:39 PM](#) Council Paul Wayman commented. [7:51:54 PM](#) Council Member  
32 Sheldon Stewart **AMENDED HIS MOTION** so that moving the fence outside the easement  
33 and the vinyl and landscaping requiring that the fence be along the west side of the  
34 detention pond and working with staff to avoid the City water line issues and allowing a  
35 landscape amenity approved by staff and approved by the canal company in conjunction  
36 with the applicant. Council Member Trent Staggs **SECONDED** the amended motion. Mayor  
37 Applegarth called for discussion on the motion; he then called for a Roll Call Vote. The vote was  
38 as follows: Johnson-Yes, Staggs-Yes, Stewart-Yes, Tingey-Yes, and Wayman-Yes. **The motion**  
39 **passed unanimously.**

40  
41 **5. Ordinance No. 15-01 – Amending Sections 11.15.080 and 11.15.040 of the Riverton**  
42 **City Municipal Code [Cemetery]**

43  
44 [7:53:34 PM](#) Sheril Garn, Parks and Public Services Director, deferred to City Attorney Ryan  
45 Carter.

46  
47 [7:53:49 PM](#) City Attorney Ryan Carter explained that Riverton City Staff and the Citizens  
48 Committee were recently tasked by the Riverton City Council to review and update some rules

1 and regulations governing the Riverton City Cemetery. While reviewing the recommendations of  
2 the citizens committee, the City Attorney determined it would be appropriate to make some  
3 minor modifications to the Riverton City Municipal Code Sections 11.15.040 and 11.15.080. The  
4 ordinance changes are primarily designed to make rules and regulations adopted by resolution  
5 enforceable as a misdemeanor.

6  
7 [7:57:03 PM](#) Council Member Sheldon Stewart commented.

8  
9 [7:58:15 PM](#) Council Member Trent Staggs commented.

10  
11 [7:58:46 PM](#) Parks and Public Services Director Sheril Garn commented.

12  
13 [8:00:22 PM](#) Council Member Brent Johnson commented.

14  
15 [8:01:26 PM](#) Council Member Paul Wayman commented.

16  
17 [8:02:07 PM](#) Council Member Tricia Tingey commented.

18  
19 [8:02:13 PM](#) City Attorney Ryan Carter commented.

20  
21 [8:02:26 PM](#) Council Member Sheldon Stewart commented.

22  
23 [8:02:37 PM](#) Sheril Garn commented.

24  
25 [8:03:54 PM](#) Council Member Paul Wayman commented.

26  
27 [8:04:39 PM](#) Sheril Garn commented.

28  
29 [8:05:04 PM](#) Council Member Paul Wayman commented.

30  
31 [8:05:30 PM](#) Mayor Applegarth called for a motion.

32  
33 [8:05:36 PM](#) Council Member Paul Wayman **MOVED the City Council table Ordinance No.**  
34 **15-01 and look at it in two weeks.** The motion **DIED FOR LACK OF A SECOND.**

35  
36 **4. CONSENT AGENDA**

37  
38 [8:06:46 PM](#) Mayor Applegarth presented the following Consent Agenda:

- 39
1. **Minutes:** RCCM 01-27-15
  2. **Bond Releases:** N/A
  3. **Resolution No. 15-12** – Authorizing the City to enter into a contract with A to Z Landscaping to provide Landscape Maintenance to Parks, Park Strips and Water Facilities within the City
  4. **Resolution No. 15-13** – Authorizing the City to enter into a contract with Intermountain Plantings to provide Landscape Maintenance to Parks, Park Strips and Water Facilities within the City

5. **Resolution No. 15-14** – Authorizing the City to enter into a contract with Lawn Butler to provide Landscape Maintenance to Parks, Park Strips and Water Facilities within the City
6. **Resolution No. 15-15** - Authorizing the City to enter into an Interlocal Cooperation Agreement with Salt Lake County for Parcel 27-30-152-001
7. **Resolution No. 15-16** - Authorizing the City to enter into a contract with England Construction to complete the Margaret Park Subdrain Project
8. **Resolution No. 15-17** – Repealing Resolution No. 10-32 and replacing the same with new cemetery regulations as provided by Staff

1  
2 [8:06:55 PM](#) Council Member Sheldon Stewart removed Consent Agenda Items 3, 4 and 5.

3  
4 [8:07:23 PM](#) Council Member Brent Johnson also removed Consent Agenda Item 4.8.

5  
6 [8:08:04 PM](#) Council Member Sheldon Stewart **MOVED the City Council approve Consent**  
7 **Agenda Items 1, 6, and 7.** Council Member Tricia Tingey **SECONDED** the motion. Mayor  
8 Applegarth called for discussion on the motion; he then called for a Roll Call Vote. The vote was  
9 as follows: Johnson-Yes, Staggs-Yes, Stewart-Yes, Tingey-Yes, and Wayman-Yes. **The motion**  
10 **passed unanimously.**

11  
12 [8:08:28 PM](#) Council Member Sheldon Stewart commented.

13  
14 [8:08:58 PM](#) Park and Public Services Director Sheril Garn commented.

15  
16 [8:09:37 PM](#) Mayor Applegarth commented.

17  
18 [8:09:58 PM](#) Sheril Garn commented.

19  
20 [8:10:39 PM](#) Council Member Sheldon Stewart commented.

21  
22 [8:10:44 PM](#) Sheril Garn commented.

23  
24 [8:10:53 PM](#) Council Member Sheldon Stewart commented.

25  
26 [8:11:38 PM](#) Council Member Trent Staggs commented.

27  
28 Council Member Sheldon Stewart commented.

29  
30 [8:12:12 PM](#) Council Member Paul Wayman commented.

31  
32 [8:12:34 PM](#) Sheril Garn commented.

33  
34 [8:12:40 PM](#) Council Member Paul Wayman commented.

35  
36 [8:13:02 PM](#) Sheril Garn commented.

37  
38 [8:13:25 PM](#) Council Member Paul Wayman commented.

39

1 **Consent Agenda:**

- 2
- 3 3. **Resolution No. 15-12** – Authorizing the City to enter into a contract with A to Z  
4 Landscaping to provide Landscape Maintenance to Parks, Park Strips and Water  
5 Facilities within the City\  
6
- 7 4. **Resolution No. 15-13** – Authorizing the City to enter into a contract with  
8 Intermountain Plantings to provide Landscape Maintenance to Parks, Park Strips and  
9 Water Facilities within the City - *Craig Calvert, Purchasing Manager*
- 10 5. **Resolution No. 15-14** – Authorizing the City to enter into a contract with Lawn Butler  
11 to provide Landscape Maintenance to Parks, Park Strips and Water Facilities within the  
12 City - *Craig Calvert, Purchasing Manager*

13

14 **8:14:04 PM** Council Member Sheldon Stewart **MOVED** the City Council approve **Resolution**  
15 **No. 15-13** - **Authorizing the City to enter into a contract with Intermountain Plantings to**  
16 **provide Landscape Maintenance to Parks, Park Strips and Water Facilities within the City,**  
17 **I ALSO MOVE** the City Council approve **Resolution No. 15-14** - **Authorizing the City to**  
18 **enter into a contract with Lawn Butler to provide Landscape Maintenance to Parks, Park**  
19 **Strips and Water Facilities within the City and Resolution No. 15-12 - Authorizing the City**  
20 **to enter into a contract with A to Z Landscaping to provide Landscape Maintenance to**  
21 **Parks, Park Strips and Water Facilities within the City.** Council Member Trent Staggs  
22 **SECONDED** the motion. Mayor Applegarth called for discussion on the motion; he then called  
23 for a Roll Call Vote. The vote was as follows: Johnson-Yes, Staggs-Yes, Stewart-Yes, Tingey-  
24 Yes, and Wayman-Yes. **The motion passed unanimously.**

25

26 **8:16:12 PM** Consent Agenda cont.

27

28 **4.8 Resolution No. 15-17 – Repealing Resolution No. 10-32 and replacing the same**  
29 **with new cemetery regulations as provided by Staff**

30

31 **8:16:40 PM** Council Member Tricia Tingey commented.

32

33 **8:17:08 PM** Council Member Brent Johnson **MOVED** that we table 3.5 and item 4.8 to  
34 **February 24 and in the process have perhaps another work session where we can verbally**  
35 **express our feelings our opinions and get to the bottom of who thinks what’s what and then**  
36 **come ready prepared to vote this and move and resolve this issue.**

37

38 **8:17:55 PM** Mayor Applegarth commented.

39

40 **8:19:13 PM** Council Member Brent Johnson commented.

41

42 **8:19:42 PM** Mayor Applegarth commented.

43

44 **8:21:30 PM** Council Member Brent Johnson **MOVED** to table Item No. 3.5 and Item No 4.8  
45 **for further discussion and potential action on the City Council Meeting February 24, 2015.**

46

47 **8:20:39 PM** Council Member Sheldon Stewart recommended inviting the Cemetery Committee  
48 to the meeting to respond to questions.

49

50 Council Member Brent Johnson **MOVED** to table the discussion of 3.5 and 4.8 to the  
51 **February 24 City Council Meeting and instruct staff to invite the Cemetery Committee to**

1 **be present.** Council Member Sheldon Stewart **SECONDED** the motion. Mayor Applegarth  
2 called for discussion on the motion; [8:22:04 PM](#) Council Member Trent Staggs commented.  
3 [8:22:32 PM](#) Mayor Applegarth commented.

4  
5 [8:22:43 PM](#) Council Member Trent Staggs **MOVED** the City Council approve **Ordinance No.**  
6 **15-01 – thereby making rules and regulations and regulations adopted by ordinance**  
7 **enforceable as a misdemeanor and move to adopt Resolution No. 15-17 - Repealing**  
8 **Resolution No. 10.32 and replacing the same with new cemetery regulations as provided by**  
9 **Staff.** Council Member Sheldon Stewart directed staff to make sure those documents that are in  
10 the consent agenda match the resolutions. Council Member Sheldon Stewart **SECONDED** the  
11 motion.

12  
13 [8:24:27 PM](#) Council Member Trent Staggs then **MOVED** to adopt **Ordinance No. 15-01 -**  
14 **thereby making rules and regulations and regulations adopted by ordinance enforceable as**  
15 **a misdemeanor with the following change in Section 2. Section 11.15.080 subsection (8)**  
16 **shall be amended to read “No unauthorized person shall enter or remain on city cemetery**  
17 **property...”** Council Member Sheldon Stewart **SECONDED** the motion. Mayor Applegarth  
18 called for discussion on the motion; [8:25:02 PM](#) Council Member Paul Wayman commented.

19  
20 [8:25:47 PM](#) Council Member Paul Wayman made a **SUBSTITUTE MOTION** to **TABLE** the  
21 **Ordinance No. 15-01 and also Resolution No. 15-17 table that to the 24<sup>th</sup> where we can**  
22 **discuss it with the Cemetery Board and have more discussion.** Council Member Brent  
23 Johnson **SECONDED** the motion. Mayor Applegarth called for discussion on the motion  
24 [8:26:29 PM](#) Discussion. Mayor Applegarth called for a Roll Call Vote. The vote was as follows:  
25 Johnson-Yes, Stewart- No, Staggs-No, Tingey-No, and Wayman-Yes. **The motion failed 3 to 2.**

26  
27 **Return to motion by Council Member Staggs Motion as follows:**

28  
29 [8:27:27 PM](#) Council Member Trent Staggs then **MOVED** to adopt **Ordinance No. 15-01 -**  
30 **thereby making rules and regulations and regulations adopted by ordinance enforceable as**  
31 **a misdemeanor with the following change in Section 2. Section 11.15.080 subsection (8)**  
32 **shall be amended to read “No unauthorized person shall enter or remain on city cemetery**  
33 **property...”** Council Member Sheldon Stewart **SECONDED** the motion. Mayor Applegarth  
34 called for discussion on the motion. [8:28:30 PM](#) Council Member Paul Wayman commented.  
35 [8:29:58 PM](#) Council Member Trent Staggs commented. [8:30:36 PM](#) City Attorney Ryan Carter  
36 commented. [8:30:45 PM](#) Council Member Trent Staggs commented. [8:30:51 PM](#) Council  
37 Member Paul Wayman commented. Mayor Applegarth called for a Roll Call Vote. [8:31:33 PM](#)  
38 The vote was as follows: Johnson-Yes, Stewart-Yes, Staggs-Yes, Tingey-Yes, and Wayman-No.  
39 **The motion passed 4 to 1.**

40  
41 **4.8 Resolution No. 15-17 – Repealing Resolution No. 10-32 and replacing the same with**  
42 **new cemetery regulations as provided by Staff**

43  
44 [8:31:56 PM](#) Mayor Applegarth commented.

45  
46 [8:32:21 PM](#) Council Member Sheldon Stewart commented.

47  
48 [8:32:30 PM](#) Parks and Public Services Director Sheril Garn commented.

1 [8:32:46 PM](#) Council Member Sheldon Stewart commented.

2  
3 [8:33:29 PM](#) Council Member Trent Staggs commented.

4  
5 [8:33:41 PM](#) Council Member Sheldon Stewart **MOVED to adopt Resolution No. 15-17 -**  
6 **Repealing Resolution No. 10-32 and replacing the same with new cemetery regulations as**  
7 **provided by Staff updating the language from dusk to 10 p.m.** Council Member Tricia  
8 Tingey **SECONDED** the motion.

9  
10 [8:34:01 PM](#) Council Member Trent Staggs made a **SUBSTITUTE MOTION to adopt**  
11 **Resolution No. 15-17 - Repealing Resolution No. 10-32 and replacing the same with new**  
12 **cemetery regulations as provided by Staff with the Cemetery hours from 6 .m. to 10 p.m.**

13 [8:34:44 PM](#) Mayor Applegarth called for discussion on the motion; he then called for a Roll Call  
14 Vote. The vote was as follows: Johnson-Yes, Staggs-Yes, Stewart-Yes, Tingey-Yes, and  
15 Wayman-Yes. **The motion passed unanimously.**

16  
17 **5. STAFF REPORTS** - City Manager Lance Blackwood - There were no reports.

18  
19 **6. ELECTED OFFICIAL REPORTS**

20  
21 **Mayor Bill Applegarth** [8:35:06 PM](#)

22 Presentation of 150<sup>th</sup> Historical Book to Riverton schools

23  
24 **Council Member Brent Johnson** [8:36:25 PM](#)

25 Requested clarification of Park Opening, which is June 22, 2015, at 5:00 p.m.

26  
27 [8:38:20 PM](#) Mayor Applegarth commented.

28  
29 [8:39:21 PM](#) Sheril Garn commented.

30  
31 **Council Member Trent Staggs.** [8:39:53 PM](#)

32 Requested follow up on meeting with Department of Natural Resources

33 Requested discussion on zoning in front of Main Park on February 24, 2015 – Jason

34 Lethbridge

35 Riverton City Code re. Tree Board discussion

36 [8:42:07 PM](#) Sheril Garn commented.

37 [8:43:09 PM](#) Council Member Trent Staggs commented.

38  
39 [8:43:47 PM](#) Council Member Tricia Tingey commented.

40  
41 [8:44:41 PM](#) Council Member Trent Staggs commented.

42  
43 [8:45:28 PM](#) Mayor Applegarth commented.

44  
45 [8:46:47 PM](#) Council Member Sheldon Stewart commented.

46  
47 [8:47:59 PM](#) Council Member Trent Staggs commented.

48

- 1 [8:48:55 PM](#) Mayor Applegarth commented.  
2  
3 [8:49:15 PM](#) Council Member Sheldon Stewart commented.  
4  
5 [8:49:32 PM](#) Council Member Trent Staggs commented.  
6  
7 [8:49:53 PM](#) Mayor Applegarth commented.  
8  
9 **Council Member Sheldon Stewart** [8:50:19 PM](#)  
10 Neighborhood Watch and burglary incidents in Riverton and Herriman  
11  
12 [8:51:16 PM](#) Chief Norton commented.  
13  
14 [8:52:49 PM](#) **Council Member Tricia Tingey**  
15 Concern with citizen's patrol  
16  
17 [8:53:13 PM](#) Chief Norton commented.  
18  
19 [8:54:38 PM](#) Council Member Tricia Tingey commented.  
20  
21 [8:54:43 PM](#) Chief Norton commented.  
22  
23 [8:54:51 PM](#) Council Member Tricia Tingey commented.  
24  
25 [8:54:57 PM](#) Chief Norton commented.  
26  
27 [8:55:33 PM](#) Council Member Tricia Tingey commented.  
28  
29 [8:55:53 PM](#) Chief Norton commented.  
30  
31 [8:56:02 PM](#) **Council Member Paul Wayman**  
32 Requested report of crime maps from Chief Norton  
33  
34 [8:57:09 PM](#) Chief Norton commented.  
35  
36 [8:57:26 PM](#) Mayor Applegarth commented.  
37  
38 [8:58:15 PM](#) Council Member Trent Staggs commented.  
39  
40 [8:58:23 PM](#) Council Member Sheldon Stewart commented.  
41  
42 [8:59:07 PM](#) Mayor Applegarth commented.  
43  
44 [8:59:50 PM](#) Council Member Paul Wayman requested accounting on Park Project.  
45  
46 [9:01:50 PM](#) Mayor Applegarth commented.  
47  
48 [9:03:06 PM](#) City Manager Lance Blackwood commented.

1 [9:04:27 PM](#) City Manager Lance Blackwood commented.

2

3 [9:04:45 PM](#) Sheril Garn commented.

4

5 [9:05:05 PM](#) Mayor Applegarth commented.

6

7 [9:06:20 PM](#) Council Member Sheldon Stewart commented.

8

9 [9:06:46 PM](#) Mayor Applegarth commented.

10

11 [9:07:04 PM](#) Council Member Paul Wayman commented.

12

13 [9:07:27 PM](#) Mayor Applegarth commented.

14

15 [9:08:23 PM](#) Sheril Garn commented.

16

17 [9:08:42 PM](#) Council Member Paul Wayman commented.

18

19 [9:08:58 PM](#) Mayor Applegarth commented.

20

21 [9:10:26 PM](#) Council Member Paul Wayman commented.

22

## 23 **7. UPCOMING MEETINGS**

24

25 Mayor Applegarth reviewed the following upcoming meetings:

26

1. February 17, 2015 – 6:30 p.m. – Regular City Council Meeting
2. February 24, 2015 – 6:30 p.m. – Regular City Council Meeting/JT. CC/PC Meeting
3. March 3, 2015 - 6:30 p.m. – Regular City Council Meeting

27

## 28 **8. ADJOURN**

29

30 Council Member Council Member Paul Wayman **MOVED the City Council adjourn.** Council  
31 Member Sheldon Stewart **SECONDED** the motion. Mayor Applegarth called for discussion on  
32 the motion; there being none, he called for a Roll Call Vote. The vote was as follows: Johnson-  
33 Yes, Staggs-Yes, Stewart-Yes, Tingey-Yes, and Wayman-Yes. **The motion passed**  
34 **unanimously and the Regular City Council Meeting adjourned at 9:10 p.m.**

35

36

37 Approved: Pending Minutes

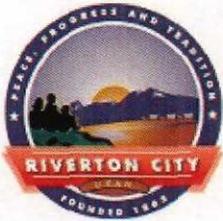
38

39

40

41

Item No. 4.2.1



## Issue Paper

<b>Presenter/Submitted By:</b>	G Trace Robinson	
<b>Subject:</b> Performance Bond release for <b>SPRING CREEK MEDICAL BUILDING</b>	<b>Meeting Date:</b> 2/17/2015	
	<b>Fiscal Impact:</b> \$N/A	
	<b>Funding Source:</b> N/A	
<b>Background:</b> Engineering, Public Works and Water Departments have performed the necessary infrastructure inspections for the <b>SPRING CREEK MEDICAL BUILDING</b> and have found the site complete and constructed to Riverton City's standards. All improvements have been constructed and we recommend that approval be given for a <b>Performance</b> release of the bond and that the City accept the improvements.		
<b>Recommendation:</b> It is recommended that approval be give to release <b>90%</b> of the bond and that the City accept the improvements.		
<b>Recommended Motion:</b> Motion for approval of bond release.		

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

SPRING CREEK MEDICAL BUILDING Improvement	ORIGINAL BOND AMOUNT 5/20/2014	80% RELEASE DATE	80% RELEASE AMOUNT	90% RELEASE DATE	90% RELEASE AMOUNT	100% RELEASE DATE	100% RELEASE AMOUNT	AMOUNT REMAINING
SEWER	Separate Agreement							
Culinary Water	\$ 13,046.02			2/17/2015	\$ 11,741.42			\$ 1,304.60
Secondary Water	6,615.12			2/17/2015	5,953.61			661.51
Demolition	-			2/17/2015	-			-
Storm Drain	-			2/17/2015	-			-
Streets	-			2/17/2015	-			-
Sidewalk & Signs	-			2/17/2015	-			-
Fencing & Landscaping	-			2/17/2015	-			-
Record Drawings & GIS	500.00			2/17/2015	450.00			50.00
Other	-			2/17/2015	-			-
								-
								-
								-
								-
								-
								-
<b>Total</b>	\$ 20,161.14		\$ -		\$18,145.03		\$ -	\$ 2,016.11

Total amount of bond release requested: \$ 18,145.03

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

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

  
Public Works Director/ City Engineer

2-4-15  
Date

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

**RIVERTON CITY**  
SUBDIVISION BOND REDUCTION REQUEST

---

**DEVELOPER'S INFORMATION**

1. Subdivision Name: **SPRING CREEK MEDICAL BUILDING**
2. Address: **12537 S CREEK MEADOW RD**
3. Subdivision Developer: **CoAction Group**
4. Bond Company: **Universal Business Insurance**
5. **90%** Bond Release Request date: **October 30, 2014**
6. Date of bond release approval by City Council: **February 17, 2015**
7. Description of completed subdivision improvements (attached.)

**CITY APPROVAL**

Amount of bond release approved by Staff: **\$ 18,145.03**

Date of bond release approval by Staff: **January 29, 2015**

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

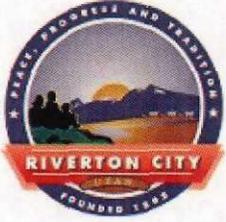
\_\_\_\_\_  
Mayor, Riverton City

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest:

\_\_\_\_\_  
Date

Item No. 4.2.2.



## Issue Paper

<b>Presenter/Submitted By:</b>	G Trace Robinson	
<b>Subject:</b> Performance Bond release for RIVERTON CLINIC BUILDING	<b>Meeting Date:</b> 2/17/2015	
	<b>Fiscal Impact:</b> \$N/A	
	<b>Funding Source:</b> N/A	
<b>Background:</b>	Engineering, Public Works and Water Departments have performed the necessary infrastructure inspections for the RIVERTON CLINIC BUILDING and have found the site complete and constructed to Riverton City's standards. All improvements have been constructed and we recommend that approval be given for a <b>Performance</b> release of the bond and that the City accept the improvements.	
<b>Recommendation:</b>	It is recommended that approval be give to release <b>90%</b> of the bond and that the City accept the improvements.	
<b>Recommended Motion:</b>	Motion for approval of bond release.	

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

<b>RIVERTON CLINIC BUILDING Improvement</b>	<b>ORIGINAL BOND AMOUNT 1/10/2014</b>	<b>80% RELEASE DATE</b>	<b>80% RELEASE AMOUNT</b>	<b>90% RELEASE DATE</b>	<b>90% RELEASE AMOUNT</b>	<b>100% RELEASE DATE</b>	<b>100% RELEASE AMOUNT</b>	<b>AMOUNT REMAINING</b>
SEWER	Separate Agreement							
Culinary Water	\$ 69,930.54			2/17/2015	\$62,937.49			\$ 6,993.05
Secondary Water	19,990.53			2/17/2015	17,991.48			1,999.05
Demolition	-			2/17/2015	-			-
Storm Drain	-			2/17/2015	-			-
Streets	-			2/17/2015	-			-
Sidewalk & Signs	-			2/17/2015	-			-
Fencing & Landscaping	-			2/17/2015	-			-
Record Drawings & GIS	250.00			2/17/2015	225.00			25.00
Other	-							-
								-
								-
								-
								-
								-
								-
<b>Total</b>	<b>\$ 90,171.07</b>		<b>\$ -</b>		<b>\$81,153.96</b>		<b>\$ -</b>	<b>\$ 9,017.11</b>

Total amount of bond release requested: **\$ 81,153.96**

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

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

  
Public Works Director/ City Engineer

2-11-15  
Date

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

**RIVERTON CITY**  
SUBDIVISION BOND REDUCTION REQUEST

---

**DEVELOPER'S INFORMATION**

1. Subdivision Name: **RIVERTON CLINIC BUILDING**
2. Address: **3852 W 13400 S**
3. Subdivision Developer: **ROCKWORTH COMPANIES**
4. Bond Company: **Bank of American Fork**
5. **90%** Bond Release Request date: **December 16, 2014**
6. Date of bond release approval by City Council: **February 17, 2015**
7. Description of completed subdivision improvements (attached.)

**CITY APPROVAL**

Amount of bond release approved by Staff: **\$ 81,153.96**

Date of bond release approval by Staff: **February 9, 2015**

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

\_\_\_\_\_  
Mayor, Riverton City

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest:

\_\_\_\_\_  
Date

Item No. 4.2.3



## Issue Paper

<b>Presenter/Submitted By:</b>	G Trace Robinson	
<b>Subject:</b> Performance Bond release for <b>GREEN HAVEN SUBDIVISION FINAL PLAT</b>	<b>Meeting Date:</b> 2/17/2015	
	<b>Fiscal Impact:</b> \$N/A	
	<b>Funding Source:</b> N/A	
<b>Background:</b> Engineering, Public Works and Water Departments have performed the necessary infrastructure inspections for the <b>GREEN HAVEN SUBDIVISION FINAL PLAT</b> and have found the site complete and constructed to Riverton City's standards. All improvements have been constructed and we recommend that approval be given for a <b>Performance</b> release of the bond and that the City accept the improvements.		
<b>Recommendation:</b> It is recommended that approval be give to release <b>90%</b> of the bond and that the City accept the improvements.		
<b>Recommended Motion:</b> Motion for approval of bond release.		

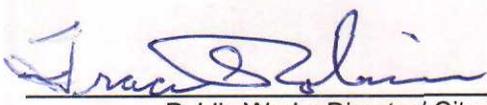
**DESCRIPTION OF SUBDIVISION IMPROVEMENTS COMPLETED  
AND THE DOLLAR AMOUNT REQUESTED FOR EACH.**

GREEN HAVEN SUBDIVISION FINAL PLAT Improvement	ORIGINAL BOND AMOUNT Improve First	80% RELEASE DATE	80% RELEASE AMOUNT	90% RELEASE DATE	90% RELEASE AMOUNT	100% RELEASE DATE	100% RELEASE AMOUNT	AMOUNT REMAINING
SEWER	Separate Agreement							
Culinary Water	\$ 105,148.51			2/17/2015	\$ 94,633.66			\$ 10,514.85
Secondary Water	80,129.22			2/17/2015	\$ 72,116.30			8,012.92
Demolition	-			2/17/2015	\$ -			-
Storm Drain	106,378.84			2/17/2015	\$ 95,740.96			10,637.88
Streets	168,776.45			2/17/2015	\$ 151,898.81			16,877.65
Sidewalk & Signs	86,168.85			2/17/2015	\$ 77,551.97			8,616.88
Fencing & Landscaping	-			2/17/2015	\$ -			-
Street Lights	19,440.00			2/17/2015	\$ 17,496.00			1,944.00
Record Drawings & GIS	6,620.00			2/17/2015	\$ 5,958.00			662.00
Other	-							-
								-
								-
								-
								-
								-
<b>Total</b>	<b>\$ 572,661.87</b>		<b>\$ -</b>		<b>\$515,395.68</b>		<b>\$ -</b>	<b>\$ 57,266.19</b>

Total amount of bond release requested: **\$ 515,395.68**

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

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

  
Public Works Director/ City Engineer

2-11-15  
Date

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

**RIVERTON CITY**  
SUBDIVISION BOND REDUCTION REQUEST

---

**DEVELOPER'S INFORMATION**

1. Subdivision Name: GREEN HAVEN SUBDIVISION FINAL PLAT
2. Address: 11911 S 2160 W
3. Subdivision Developer: Howard Schmidt
4. Bond Company: Improve First
5. 90% Bond Release Request date: December 17, 2014
6. Date of bond release approval by City Council: February 17, 2015
7. Description of completed subdivision improvements (attached.)

**CITY APPROVAL**

Amount of bond release approved by Staff: \$ 515,395.68

Date of bond release approval by Staff: February 5, 2015

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

\_\_\_\_\_  
Mayor, Riverton City

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest:

\_\_\_\_\_  
Date

Item No. 4.2.4



## Issue Paper

<b>Presenter/Submitted By:</b>	G Trace Robinson	
<b>Subject:</b> Performance Bond release for <b>SOUTH VALLEY COMPOUNDING PHARMACY (Riverton Meadows Lot8)</b>	<b>Meeting Date:</b> 2/17/2015	
	<b>Fiscal Impact:</b> \$N/A	
	<b>Funding Source:</b> N/A	
<b>Background:</b> Engineering, Public Works and Water Departments have performed the necessary infrastructure inspections for the <b>SOUTH VALLEY COMPOUNDING PHARMACY (Riverton Meadows Lot8)</b> and have found the site complete and constructed to Riverton City's standards. All improvements have been constructed and we recommend that approval be given for a <b>Performance</b> release of the bond and that the City accept the improvements.		
<b>Recommendation:</b> It is recommended that approval be give to release <b>90%</b> of the bond and that the City accept the improvements.		
<b>Recommended Motion:</b> Motion for approval of bond release.		

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

SOUTH VALLEY COMPOUNDING Improvement	ORIGINAL BOND AMOUNT 11/1/2013	80% RELEASE DATE	80% RELEASE AMOUNT	90% RELEASE DATE	90% RELEASE AMOUNT	100% RELEASE DATE	100% RELEASE AMOUNT	AMOUNT REMAINING
SEWER	Separate Agreement							
Culinary Water	\$ 45,875.91			2/17/2015	\$ 41,288.32			\$ 4,587.59
Secondary Water	12,298.90			2/17/2015	11,069.01			1,229.89
Demolition	-			2/17/2015	-			-
Storm Drain	-			2/17/2015	-			-
Streets	-			2/17/2015	-			-
Sidewalk & Signs	-			2/17/2015	-			-
Fencing & Landscaping	-			2/17/2015	-			-
Record Drawings & GIS	500.00			2/17/2015	450.00			50.00
Other	-			2/17/2015	-			-
								-
								-
								-
								-
								-
								-
								-
<b>Total</b>	<b>\$ 58,674.81</b>		<b>\$ -</b>		<b>\$52,807.33</b>		<b>\$ -</b>	<b>\$ 5,867.48</b>

Total amount of bond release requested: **\$ 52,807.33**

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

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

  
Public Works Director/ City Engineer

2-11-15  
Date

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

**RIVERTON CITY**  
SUBDIVISION BOND REDUCTION REQUEST

---

**DEVELOPER'S INFORMATION**

1. Subdivision Name: **SOUTH VALLEY COMPOUNDING PHARMACY (Riverton Meadows Lot8)**
2. Address: **3796 WEST 12600 SOUTH**
3. Subdivision Developer: **SOUTH VALLEY COMPOUNDING PHARMACY, LLC**
4. Bond Company: **Riverton City**
5. **90%** Bond Release Request date: **December 16, 2014**
6. Date of bond release approval by City Council: **February 17, 2015**
7. Description of completed subdivision improvements (attached.)

**CITY APPROVAL**

Amount of bond release approved by Staff: **\$ 52,807.33**

Date of bond release approval by Staff: **February 6, 2015**

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

\_\_\_\_\_  
Mayor, Riverton City

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest:

\_\_\_\_\_  
Date



## Issue Paper

Item No. 4.3

<b>Presenter/Submitted By:</b>	Mayor Applegarth	
<b>Subject:</b>  2015 MUNICIPAL ELECTIONS	<b>Meeting Date:</b> February 17, 2015	
	<b>Fiscal Impact:</b> N/A	
	<b>Funding Source:</b> N/A	
<p><b>Background:</b></p> <p>July 15, 2014, the City Council adopted Resolution No. 14-47 authorizing Salt Lake County Elections Division to conduct an entire Vote by Mail Election for Riverton City for the 2015 Primary and General Election.</p> <p>Attached is an Interlocal Cooperation Agreement with Salt Lake County on behalf of the County Clerk Election's Division for Riverton City's 2015 Municipal Primary and General Election, along with the Scope of Work and the 2016 Election Estimate.</p>		
<p><b>Recommendation:</b></p> <p>Approve a resolution authorizing the services of Salt Lake County in conducting the City's 2015 primary and general municipal election.</p>		
<p><b>Proposed Motion:</b></p> <p>"I move the City Council approve <u>Resolution No. 15-18</u> – Authorizing the Mayor to enter into an Interlocal Agreement with Salt Lake County to provide the services of the County Clerk to conduct the City's 2015 Primary and General Municipal Election.</p>		

**RIVERTON CITY, UTAH**  
**RESOLUTION NO. 15-18**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT WITH SALT LAKE COUNTY TO RECEIVE THE SERVICES OF THE COUNTY CLERK DURING THE 2015 PRIMARY AND GENERAL MUNICIPAL ELECTIONS**

**WHEREAS**, Salt Lake County and Riverton City are local governmental entities under the laws of the state of Utah and are authorized and required to facilitate elections for their respective residents; and,

**WHEREAS**, a municipal election will occur in Riverton City in the fall of 2015 and Salt Lake County and Riverton City desire to cooperate in providing election services to residents; and,

**WHEREAS**, the County desires to provide the services of its Clerk's Office, Election Division, to the City for the purpose of assisting the City in conducting the City's 2015 Primary and General Municipal Elections; and,

**WHEREAS**, the Riverton City Council finds and determines that the interests of Riverton City, its taxpayers and Salt Lake County are better served by execution of an Interlocal Agreement to formalize the working relationship between Riverton City and Salt Lake County for election services.

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

1. The Interlocal Agreement by and between Riverton City and Salt Lake County for election services is hereby approved. The Mayor is hereby authorized to sign the Agreement.
2. The Interlocal Agreement is made effective on the date the Agreement is signed by the Mayor of Riverton City and authorized representative of Salt Lake County.

**PASSED AND ADOPTED** by the City Council of Riverton, Utah, on this 17<sup>th</sup> day of February 2015, by the following vote:

	YES	NO	ABSTAIN	ABSENT
City Council Member Brent Johnson	_____	_____	_____	_____
City Council Member Trent Staggs	_____	_____	_____	_____
City Council Member Sheldon Stewart	_____	_____	_____	_____
City Council Member Tricia Tingey	_____	_____	_____	_____
City Council Member Paul Wayman	_____	_____	_____	_____

**RIVERTON CITY**

[SEAL]

**ATTEST:**

---

**Bill Applegarth, Mayor**

---

**Virginia Loader, MMC  
Recorder**

**SALT LAKE COUNTY CLERK ELECTIONS DIVISION  
INTERLOCAL COOPERATION AGREEMENT  
RIVERTON CITY**

**-AND-**

**SALT LAKE COUNTY on behalf of the  
COUNTY CLERK ELECTION'S DIVISION**

**FOR MUNICIPAL ELECTION**

THIS AGREEMENT is made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the \_\_\_\_\_ (“City”), and SALT LAKE COUNTY, a political subdivision of the State of Utah (“County”), on behalf of the Salt Lake County Clerk’s Office, Elections Division.

**WITNESSETH:**

WHEREAS, the County desires to provide the services of its Clerk’s office, Elections Division, to the City for the purpose of assisting the City in conducting the City’s 2015 primary and general municipal elections; and

WHEREAS, the City desires to engage the County for such services; and

WHEREAS, the governing bodies of the Parties are public agencies and are, therefore, authorized by the Utah Interlocal Cooperation Act, §11-13-101, et seq., Utah Code Ann., 1953 as amended, to enter into agreements to cooperate with each other in a manner which will enable them to make the most efficient use of their resources and powers; and

NOW THEREFORE, in exchange for valuable consideration, including the mutual covenants contained in this Agreement, the Parties covenant and agree as follows:

1. **Term.** County shall provide election services described below to the City commencing on the date this Agreement is executed and terminating on December 31, 2015. Either party may cancel this Agreement upon thirty (30) days written notice to the other party. Upon such cancellation, each party shall retain ownership of any property it owned prior to the date of this Agreement, and the City shall own any property it created or acquired pursuant to this Agreement.

2. **Scope of Work.** The services to be provided by the Salt Lake County Clerk’s Office, Elections Division shall be as set forth in the Scope of Work, attached hereto and incorporated by reference as Exhibit “A.” Generally, the County Clerk shall perform the listed election functions as set

forth in Exhibit “A” and as needed to ensure implementation of the City’s 2015 primary and general municipal election.

3. **Legal Requirements.** The County and the City understand and agree that the 2015 City primary and general municipal election is the City’s election. The City shall be responsible for compliance with all legal requirements for these elections. The City agrees to translate ballot issues, if any, into Spanish. The County will provide the remaining Spanish translations for the ballot and other election materials. County agrees to work with the City in complying with all legal requirements for the conduct of these elections and conduct these elections pursuant to the direction of the City, except as provided in this Agreement and Exhibit A. County agrees to disclose and maintain election results through its website merely as a courtesy and convenience to the City. The City, not the County, is responsible to resolve any and all election questions, problems, and legal issues that are within the City’s statutory authority.

4. **Cost.** In consideration of the services performed under this Agreement, the City shall pay the County an amount not to exceed the estimate given to the City by the County, attached as Exhibit B. The County shall provide a written invoice to the City at the conclusion of the elections, and the City shall pay the County from the invoice within thirty days of receiving it. The invoice shall contain a summary of the costs of the election and shall provide the formula for allocating the costs among the issues and jurisdictions participating in the elections. In the case of a vote recount, election system audit, election contest, or similar event arising out of the City’s election, the City shall pay the County’s cost of responding to such events, based on a written invoice provided by the County. The invoice amount for these additional services may cause the total cost to the City to exceed the estimate given to the City by the County. For such consideration, the County shall furnish all materials, labor and equipment to complete the requirements and conditions of this Agreement.

5. **Governmental Immunity.** The City and the County are governmental entities and subject to the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101, *et seq.*, 1953, as amended (“Act”). Nothing in this Agreement shall be deemed a waiver of any rights, statutory limitations on liability, or defenses applicable to the City or the County under the Act or common law. Each party shall retain liability and responsibility for the acts and omissions of their representative officers. In no event shall this Agreement be construed to establish a partnership, joint venture or other similar relationship between the parties and nothing contained herein shall authorize either party to act as an agent for the other. Each of the parties hereto assumes full responsibility for the negligent operations, acts, and omissions of its own employees, agents and contractors. It is not the intent of the Parties to incur by Agreement any liability for the negligent operations, acts, or omissions of the other party or its agents, employees, or contractors.

6. **No Obligations to Third Parties.** The parties agree that the County's obligations under this Agreement are solely to the City. This Agreement shall not confer any rights to third parties.

7. **Indemnification.** Subject to the provisions of the Act, the City agrees to indemnify and hold harmless the County, its agents, officers and employees from and against any and all actions, claims, lawsuits, proceedings, liability, damages, losses and expenses (including attorney's fees and costs), arising out of or resulting from the performance of this Agreement to the extent the same are caused by any negligent or wrongful act or omission of City, its officers, agents and employees and including but not limited to claims that the County violated any state or federal law in the provision of election services under this Agreement.

8. **Election Records.** The City shall maintain and keep control over all records created pursuant to this Agreement and to the elections relevant to this Agreement. The City shall respond to all public record requests related to this Agreement and the underlying elections and shall retain all election records consistent with the Government Records Access and Management Act, Utah Code Ann. §§ 63G-2-101 to 901, 1953, as amended, and all other relevant local, state and federal laws.

9. **Service Cancellation.** If the Agreement is canceled by the City as provided above, the City shall pay the County on the basis of the actual services performed according to the terms of this Agreement. Upon cancellation of this Agreement by either party, the County shall submit to the City an itemized statement for services rendered under this Agreement up to the time of cancellation and based upon the dollar amounts for materials, equipment and services set forth herein.

10. **Legal Compliance.** The County, as part of the consideration herein, shall comply with all applicable federal, state and county laws governing elections.

11. **Agency.** No agent, employee or servant of City or County is or shall be deemed to be an employee, agent or servant of the other party. None of the benefits provided by each party to its employees including, but not limited to, workers' compensation insurance, health insurance and unemployment insurance, are available to the employees, agents, or servants of the other party. City and County shall each be solely and entirely responsible for its own acts and for the acts of its own agents, employees, and servants during the performance of this Agreement.

12. **Force Majeure.** Neither party shall be liable for any excess costs if the failure to perform arises from causes beyond the control and without the fault or negligence of that party, e.g., acts of God, fires, floods, strikes, or unusually severe weather. If such condition continues for a period in excess of 60 days, City or County shall have the right to terminate this Agreement without liability or penalty effective upon written notice to the other party.

13. **Notices.** Any notice or other communication required or permitted to be given under this Agreement shall be deemed sufficient if given by a written communication and shall be deemed to have been

received upon personal delivery, actual receipt, or within three (3) days after such notice is deposited in the United States mail, postage prepaid, and certified and addressed to the parties as set forth below:

Salt Lake County

Salt Lake County Mayor  
2001 South State Street, N-2100  
Salt Lake City, Utah 84190

and

Ms. Dahnelle Burton-Lee  
Chief Deputy  
Salt Lake County Clerk's Office  
2001 South State, Suite S-2200  
Salt Lake City, Utah 84190-1050  
email: [dburton-lee@slco.org](mailto:dburton-lee@slco.org)

City

Mr/s. \_\_\_\_\_  
Title: \_\_\_\_\_  
\_\_\_\_\_ [City Name]  
\_\_\_\_\_ [address]  
\_\_\_\_\_ [address]  
Fax:  
Email:

14. **Required Insurance Policies.** Both Parties to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.

15. **Independent Contractor.** Because the County is consolidating election functions in order to conduct multiple, simultaneous elections on November 3, 2015, certain decisions by the County referenced in Exhibit A may not be subject to review by the City. It is therefore understood by the Parties that the County acts as an independent contractor with regard to its decisions regarding resources, procedures and policies based upon providing the same scope and level of service to all participating jurisdictions made for the benefit of the whole as set out in Exhibit A.

16. **No Officer or Employee Interest.** It is understood and agreed that no officer or employee of the County has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement. No officer or employee of City or any member of their families shall serve on any County board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises City's operations, or authorizes funding or payments to City.

17. **Ethical Standards.** City represents that it has not: (a) provided an illegal gift to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b)

retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or Salt Lake County Code of Ordinances § 2.07; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.

18. **Interlocal Agreement.** In satisfaction of the requirements of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (“Interlocal Act”), in connection with this Agreement, the City and the County (for purposes of this section, each is a “party” and collectively the “parties”) agree as follows:

- (a) This Agreement shall be approved by each party, pursuant to § 11-13-202.5 of the Interlocal Act;
- (b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each party, pursuant to Section 11-13-202.5 of the Interlocal Act ;
- (c) Any duly executed original counterpart of the Agreement shall be filed with the keeper of records of each party, pursuant to § 11-13-209 of the Interlocal Act;
- (d) Except as otherwise specifically provided herein, each party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs; and
- (e) No separate legal entity is created by the terms of this Agreement. No real or personal property shall be acquired jointly by the parties as a result of this Agreement. To the extent that a party acquires, holds, and disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such party shall do so in the same manner that it deals with other property of such party.
- (f). County and City Representatives
  - (1) County designates the County Clerk as the County’s representative to assist in the administrative management of this Agreement and to coordinate performance of the services under this Agreement.
  - (2) City designates the City’s \_\_\_\_\_ [title] as the City’s representative in its performance of this Agreement. The City’s Representative shall have

the responsibility of working with the County to coordinate the performance of its obligations under this Agreement.

19. **Counterparts.** This Agreement may be executed in counterparts by the City and the County.

20. **Governing Law.** This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance. All actions including but not limited to court proceedings, administrative proceedings, arbitration and mediation proceedings, shall be commenced, maintained, adjudicated and resolved within Salt Lake County.

21. **Integration.** This Agreement embodies the entire agreement between the parties relating to the subject matter of this Agreement and shall not be altered except in writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CITY:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SALT LAKE COUNTY

By \_\_\_\_\_  
Mayor Ben McAdams or Designee

Agreed to:

By \_\_\_\_\_  
Sherrie Swensen, County Clerk

Approved as to form:

\_\_\_\_\_  
Paula Smith  
Deputy District Attorney

**Exhibit "A"**  
**2015 Municipal Elections**  
**Scope of Work**

The County shall provide to the City an Official Register as required by Utah Code Ann. § 20A-5-401, U.C.A. (as amended). The City shall perform all administrative functions related to candidate filing requirements and all other requirements of Utah Code Ann. § 20A-9-203 (as amended), including all administrative functions related to financial disclosure reporting.

The City agrees to the consolidation of all election administrative functions to ensure the successful conduct of multiple, simultaneous municipal elections and the County agrees to conduct a vote by mail/consolidated polls election for the City.

In a consolidated election, decisions made by the County regarding resources, procedures and policies are based upon providing the same scope and level of service to all the participating jurisdictions and the City recognizes that such decisions, made for the benefit of the whole, may not be subject to review by the City.

Services the County will perform for the City include, but are not limited to:

- Ballot layout and design
- Ballot ordering and printing
- Machine programming and testing
- Delivery of supplies and equipment
- Provision of all supplies
- Election Vote Center/Early Vote Locations
- Absentee Ballot administration
- Updating state and county websites
- Tabulating, reporting, auditing and canvassing election results
- Conducting recounts as needed
- All notices and mailings required by law (except those required by Utah Code Ann. § 20A-9-203)
- Direct payment of all costs associated with the election to include poll workers, training, polling places, rovers.

The City will provide the County Clerk with information, decisions, and resolutions and will take appropriate actions required for the conduct of the elections in a timely manner.

The County will provide a good faith estimate for budgeting purposes (Exhibit "B"). Election costs are variable and are based upon the offices scheduled for election, the number of voters, the number of primaries, the number of jurisdiction participating as well as any direct costs incurred.

The City will be invoiced for its pro-rata share of the actual costs of the elections which will not exceed the estimate in Exhibit B. In the event of a state or county special election being held in conjunction with a municipal election, the scope of services and associated costs, and the method of calculating those costs, will remain unchanged.

**Exhibit “B”**  
**2015 Election Estimate**  
**Riverton**

Below is the good faith estimate for the upcoming *2015 Municipal Election* for the city of Riverton. The city will be billed for actual costs, which will not exceed this estimate.

Assumptions for providing this estimate consist of the following:

- A. Active voters (as of 12/5/2014): 11,012
- B. Permanent Vote by Mail voters (as of 12/5/2014): 2,978
- C. Worst case primary election.
- D. General election for the 2015 offices below.

<b>2015 Offices</b>	<b>Estimate</b>
Council #1	
Council #2	
Council #5	
Vote By Mail Election	\$43,167.04
Consolidated Polls Election	\$45,565.97

Your estimate for traditional polls would have been \$48,452.80. However, we are not offering that option this year.



# Issue Paper

Item No. 4.4

<b>Presenter/Submitted By:</b>	Sheril Garn, Parks & Public Services Director	
<b>Subject:</b>  Resolution adopting the Salt Lake County Multi-Jurisdictional Multi-Hazard Mitigation Plan	<b>Meeting Date:</b> February 17, 2015	
	<b>Fiscal Impact:</b> N/A	
	<b>Funding Source:</b> N/A	
<p><b>Background:</b></p> <p>FEMA Region 8 has accepted our Hazard Mitigation Plan pending adoption by all of the jurisdictions. Please review your plan’s process for adoption and submit your plan’s resolution to your Jurisdiction for adoption at your earliest possible time. We want to receive all of the resolutions by March 6<sup>th</sup> so that we can submit all of them to FEMA. Once that is completed the Federal Disaster Insurance will be in effect and we will receive the letter from FEMA stating that the insurance is in effect for five years.</p> <p>Here is the statement from Margaret Doherty, Region 8.  “FEMA Region VIII has completed its review of the Salt Lake County Multi-Jurisdictional Multi-Hazard Mitigation Plan and has determined that it meets the requirements established by Title 44 CFR Part 201.6, pending its adoption. We will deliver an <b>approval letter upon receipt of an adoption resolution</b> from Salt Lake County and the Cities of Alta, Bluffdale, Cottonwood Heights, Draper, Herriman City, Holladay, Midvale, Murray City, Riverton City, Salt Lake City, Sandy, South Jordan, South Salt Lake, Taylorsville, West Jordan, and West Valley City.</p>		
<p><b>Recommendation:</b></p> <p>Adopt Resolution No. 15-19 – Adopting the Salt Lake County Multi-Jurisdictional Multi-Hazard Mitigation Plan</p>		
<p><b>Recommended Motion:</b></p> <p>“I move to adopt <u>Resolution No. 15-19</u> – Adopting the Salt Lake County Multi-Jurisdictional Multi-Hazard Mitigation Plan.”</p>		

**RIVERTON CITY, UTAH**  
**RESOLUTION NO. 15-19**

**ADOPTING THE SALT LAKE COUNTY MULTI-JURISDICTIONAL  
MULTI-HAZARD MITIGATION PLAN**

**WHEREAS**, the Disaster Mitigation Act of 2000, Public Law 106-390, was enacted to establish a national disaster hazard mitigation program to reduce the loss of life and property, human suffering, economic disruption, and disaster assistance costs resulting from natural disasters, and to assist state, local and Indian tribal governments in implementing effective hazard mitigation measures designed to ensure the continuation of critical services and facilities after a natural disaster; and

**WHEREAS**, the Disaster Mitigation Act requires such governments to develop hazard mitigation plans to identify the natural hazards that could impact their jurisdictions, identify actions and activities to mitigate the effects of those hazards, and establish a coordinated process to implement such plans; and

**WHEREAS**, The County of Salt Lake (the “County”) has been and continues to be committed to reducing the loss of life and property, alleviating human suffering and economic disruption, and controlling disaster assistance costs resulting from natural hazards and accelerating the County’s recovery after the occurrence of any such hazard; and

**WHEREAS**, the Salt Lake County’s Bureau of Emergency Management (“SLCo EM”), in coordination with governmental and non-governmental stakeholders having an interest in reducing the impact of natural hazards throughout the County and with input from the private sector and other members of the public, developed the Salt Lake County Multi-Jurisdictional Multi-Hazard Mitigation Plan, which identifies natural hazards that have the potential to occur in the County and establishes mitigation strategies to address these hazards; and

**WHEREAS**, such Salt Lake County Multi-Jurisdictional Multi-Hazard Mitigation Plan, has been approved by the Federal Emergency Management Agency (“FEMA”) subject to adoption by the County;

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

Section 1. The Salt Lake County Multi-Jurisdictional Multi-Hazard Mitigation Plan developed by SLCo EM and approved by FEMA is hereby adopted as the County’s hazard mitigation plan pursuant to the Disaster Mitigation Act.

Section 2. SLCo EM shall be the agency responsible for monitoring, evaluating and updating the Salt Lake County Multi-Jurisdictional Multi-Hazard Mitigation Plan in accordance with the Disaster Mitigation Act.

Section 3. All agencies shall provide such assistance and cooperation as may be necessary or appropriate to implement the provisions of the Salt Lake County Multi-Jurisdictional Multi-Hazard Mitigation Plan and carry out the County's responsibilities under the Disaster Mitigation Act.

Section 4. This resolution shall take effect immediately.

**PASSED AND ADOPTED** by the City Council of Riverton, Utah, on this 17<sup>th</sup> day of February 2015 by the following vote:

	YES	NO	ABSTAIN	ABSENT
City Council Member Brent Johnson	_____	_____	_____	_____
City Council Member Trent Staggs	_____	_____	_____	_____
City Council Member Sheldon Stewart	_____	_____	_____	_____
City Council Member Tricia Tingey	_____	_____	_____	_____
City Council Member Paul Wayman	_____	_____	_____	_____

**RIVERTON CITY**

[SEAL]

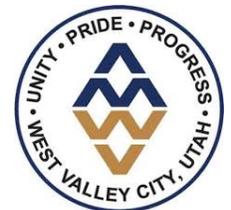
**ATTEST:**

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

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



# Salt Lake County Multi-Jurisdictional Multi-Hazard Mitigation Plan





# Issue Paper

Item No. 4.5

<b>Presenter/Submitted By:</b>	Ryan Carter, City Attorney	
<b>Subject:</b>  Approve a resolution granting a ground lease agreement with Verizon Wireless (VAW) LLC for installation and operation of a cellular communications tower on City-owned property.	<b>Meeting Date:</b> 02/17/2015	
	<b>Fiscal Impact:</b> N/A.	
	<b>Funding Source:</b> N/A	
<b>Background:</b>  Verizon Wireless (VAW) LLC (“Verizon”) is interested in leasing space to construct and operate a cellular tower in the vicinity of the Riverton City water tank, located at approximately 13550 South and immediately west of the Mountain View Corridor (Southbound lanes), on property identified by tax identification No. 32-01-225-005 (the “Subject Property”). Pursuant to Utah Code § 10-8-2 Riverton City “purchase, receive, hold, sell, lease, convey, and dispose of real and personal property for the benefit of the municipality, if the action is in the public interest and complies with other law.” Emphasis added. Verizon Wireless (VAW) LLC (“Verizon”) has already applied for and obtained a conditional use permit in compliance with Riverton City municipal code to construct and operate a cellular tower upon the Subject Property.  Verizon’s initial offer to lease the property was for the amount of \$13,200 per year. Although this is approximately the same amount of rent collected from other cellular tower sites in Riverton City, the other cellular tower sites were created under lease agreements which are over ten years old. After further negotiation with the City Attorney’s office, Verizon has agreed to increase the rental amount to \$20,000.00 in year 1, with annual increase of 2.25% thereafter.		
<b>Recommendation:</b>  Approve a resolution authorizing the Mayor to execute a ground lease agreement with Verizon Wireless (VAW) LLC to lease ground from Riverton City for installation and operation of a cellular communications tower.		
<b>Recommended Motion:</b>  “I move the City Council adopt <u>Resolution No. 15-20</u> - Authorizing the Mayor to execute a Ground Lease Agreement with Verizon Wireless (VAW) LLC to lease ground from Riverton City for installation and operation of a cellular communications tower.”		

**RIVERTON CITY, UTAH**  
**RESOLUTION NO. 15-20**

**A RESOLUTION APPROVING THE EXECUTION OF A LAND LEASE AGREEMENT  
BETWEEN RIVERTON CITY AND VERIZON WIRELESS FOR THE PURPOSE OF  
OPERATING A CELLULAR COMMUNICATIONS TOWER**

**WHEREAS**, Verizon Wireless desires to install a cellular communications tower at a City-owned water tank site in the vicinity of 13550 S. Mountain View Corridor; and

**WHEREAS**, installation of this type of tower on City property is a permitted use; and

**WHEREAS**, an agreement entitled "Land Lease Agreement" has been prepared for execution by and between Riverton City and Verizon Wireless. The Agreement, a copy of which is attached hereto, describes the rights, duties, and obligations of each of the parties with respect to the construction and operation of the communications tower; and

**WHEREAS**, the City Council of Riverton City does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of Riverton City to approve the Agreement.

**NOW THEREFORE BE IT RESOLVED** by the Governing Body of Riverton City as follows:

1. The document entitled "Land Lease Agreement" is hereby approved, and the Mayor is authorized to execute the Agreement upon verification that the Agreement has been approved by the City Manager and the City Attorney.
2. This resolution shall take effect upon passing.

**PASSED AND ADOPTED** by the City Council of Riverton, Utah, on this 17<sup>th</sup> day of February 2015 by the following vote:

	YES	NO	ABSTAIN	ABSENT
City Council Member Brent Johnson	_____	_____	_____	_____
City Council Member Trent Staggs	_____	_____	_____	_____
City Council Member Sheldon Stewart	_____	_____	_____	_____
City Council Member Tricia Tingey	_____	_____	_____	_____
City Council Member Paul Wayman	_____	_____	_____	_____

**RIVERTON CITY**

[SEAL]

**ATTEST:**

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

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

## LAND LEASE AGREEMENT

This Agreement, made this \_\_\_\_ day of \_\_\_\_\_, 2015, between Riverton City, a Utah municipal corporation, with their principal offices located at 560 East South Temple, Salt Lake City, Utah 84102, collectively hereinafter designated LESSOR and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the Property), located in Riverton, County of Salt Lake, State of Utah, and being described as a 22' by 48' parcel containing 1,056 square feet (the "Land Space"), together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a twelve (12') foot wide right-of-way extending from the nearest public right-of-way, Mountain View Corridor, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "A" attached hereto and made a part hereof.

In the event any public utility is unable to use the Rights of Way, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM; RENTAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments for the first (1<sup>st</sup>) year of the initial term shall commence and be due at a total annual rental of \$20,000.00 to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR, or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 23 below. The Agreement shall commence based upon the date LESSEE commences installation of the equipment on the Premises. In the event the date LESSEE commences installation of the equipment on the Premises falls between the 1<sup>st</sup> and 15<sup>th</sup> of the month, the Agreement shall commence on the 1<sup>st</sup> of that month and if the date installation commences falls between the 16<sup>th</sup>

and 31<sup>st</sup> of the month, then the Agreement shall commence on the 1<sup>st</sup> day of the following month (either the "Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after a written acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 23. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. ANNUAL RENTAL INCREASES. The annual rental for the second (2nd) year of the initial term and for each year thereafter including any and all extension terms shall be equal to 102.25% of the annual rental payable with respect to the immediately preceding year.

6. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. Annual rental for each such additional five (5) year term shall be equal to the annual rental payable with respect to the immediately preceding five (5) year term. The initial term and all extensions shall be collectively referred to herein as the "Term".

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of LESSEE (not including the access easement). All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests are unsatisfactory; (v) LESSEE determines that the Premises is no longer technically compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use of the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

9. INDEMNIFICATION. Subject to Paragraph 10 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

10. INSURANCE.

a. Notwithstanding the indemnity in Paragraph 9, the Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether

or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

- b. LESSEE will maintain at its own cost;
  - i. Commercial General Liability insurance with limits not less than \$2,000,000 for injury to or death of one or more persons in any one occurrence and \$1,000,000 for damage or destruction to property in any one occurrence.
  - ii. Commercial Auto Liability insurance on all owned, non-owned and hired automobiles with a minimum combined limit of not less than one million (\$1,000,000) per occurrence.
  - iii. Workers Compensation insurance providing the statutory benefits and not less than one million (\$1,000,000) of Employers Liability coverage.

LESSEE will include the LESSOR as an additional insured on the Commercial General Liability and Auto Liability policies.

c. LESSOR will maintain at its own cost commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR will include the LESSEE as an additional insured.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 9 and 29, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

13. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-

installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna structure(s) (except footings), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in Paragraph 33 below). If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

15. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 14 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 14 and this Paragraph 15, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 14 shall be equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

16. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice

thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale of the Property for which LESSEE has any right of first refusal.

17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

18. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

19. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

20. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to

enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

21. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

22. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder. LESSEE may sublet the Premises within its sole discretion, upon notice to LESSOR; provided, any tenant that may desire to sublet space upon LESSEE's communication facility shall be required to lease separate ground space directly from LESSOR for placement of any ancillary equipment at the Property in order that LESSOR may have the opportunity to achieve a separate agreement with that entity related to any associated use of LESSOR's property. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.

23. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Riverton City  
12830 South Redwood Road  
Riverton City, Utah 84065  
Telephone: (801) 254-0704

LESSEE: Verizon Wireless (VAW) LLC  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

24. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

25. SUBORDINATION AND NON-DISTURBANCE. LESSOR shall obtain not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

26. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

27. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE

shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

28. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due

against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

29. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

30. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

31. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Property, LESSEE, in LESSEE's sole discretion, is unable to use the Premises

for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

32. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

33. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

34. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

35. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

**LESSOR:** Riverton City, a Utah municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**LESSEE:** Verizon Wireless (VAW) LLC  
d/b/a Verizon Wireless

By: \_\_\_\_\_  
Name: Rick Goldschmidt  
Title: Executive Director - Network  
Date: \_\_\_\_\_

**EXHIBIT "A" (Page 1 of 3)**  
**Legal Description**

Parcel 1:

Beginning at a point that is South 89°53'23" West 53.0 feet and South 00°26'31" East 1045.00 feet from the Northeast Corner of Section 1, Township 4 South, Range 2 West, Salt Lake Base and Meridian; said point being the true point of beginning. Thence South 89°53'29" West 150.00 feet; thence South 00°26'31" East 150.00 feet; thence North 89°53'29" East 150.00 feet; thence North 00°26'31" West 150.00 feet to the true point of beginning.

Parcel 1A:

Easement Rights accruing to parcel 1, under the following:

Water Tank Access Easement, between MMA LLC and Riverton City, recorded November 21, 2005, as Entry No. 9559581, in Book 9219, at Page 9128.

Tax ID: 32-01-200-008

**EXHIBIT "A"(Page 2 of 3)**  
**Description of Premises**

**VERIZON WIRELESS LEASE SITE DESCRIPTION:**

LOCATED IN THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SALT LAKE COUNTY, STATE OF UTAH, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED SOUTH 89°53'23" EAST 2453.26 FEET ALONG SECTION LINE AND SOUTH 1218.19 FEET FROM THE NORTH QUARTER CORNER OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE EAST 48.00 FEET; THENCE SOUTH 22.00 FEET; THENCE WEST 48.00 FEET; THENCE NORTH 22.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 1056 SQ. FT. OR 0.024 ACRES, MORE OR LESS, (AS DESCRIBED).

**VERIZON WIRELESS ACCESS AND UTILITY EASEMENT DESCRIPTION:**

A 12 FOOT WIDE ACCESS AND UTILITY EASEMENT FOR THE PURPOSE OF INGRESS AND EGRESS, AND INSTALLING UNDERGROUND UTILITIES, BEING 6 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT LOCATED SOUTH 89°53'23" EAST 2489.01 FEET ALONG SECTION LINE AND SOUTH 1218.13 FEET FROM THE NORTH QUARTER CORNER OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 9.47 FEET; THENCE SOUTH 88°11'58" EAST 41.93 FEET; THENCE SOUTH 89°40'36" EAST 26.81 FEET; THENCE NORTH 85°49'08" EAST 30.03 FEET; THENCE NORTH 86°47'41" EAST 19.47 FEET; THENCE NORTH 89°33'25" EAST 44.55 FEET; THENCE SOUTH 00°26'35" EAST 102.83 FEET; THENCE NORTH 89°33'25" EAST 9.00 FEET, MORE OR LESS TO WEST RIGHT-OF-WAY LINE OF MOUNTAIN VIEW CORRIDOR AND TERMINATING.

CONTAINS: 0.078 ACRES, MORE OR LESS, (AS DESCRIBED).

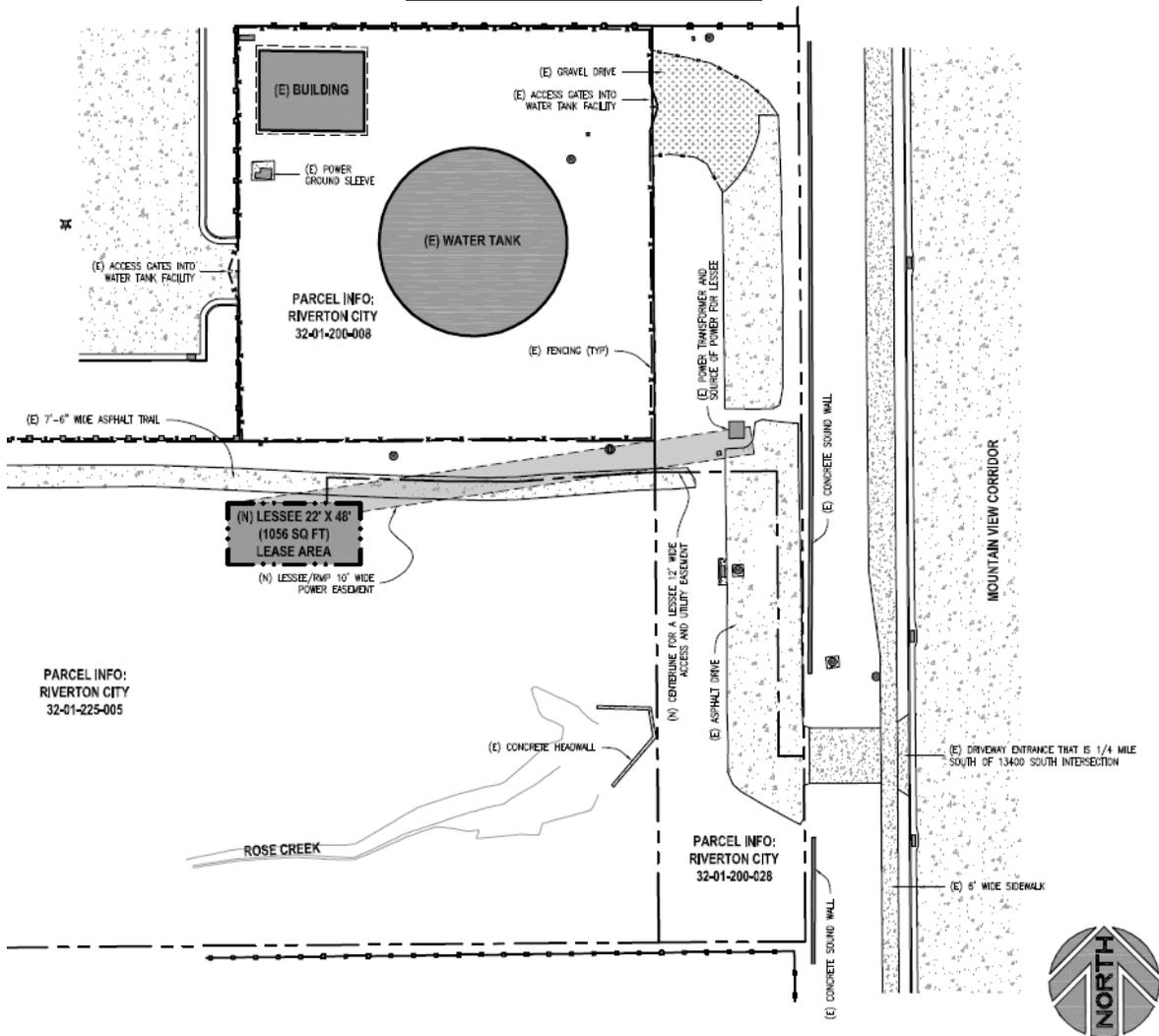
**VERIZON WIRELESS / RMP UTILITY EASEMENT DESCRIPTION:**

A 10 FOOT WIDE UTILITY EASEMENT FOR THE PURPOSE OF INSTALLING UNDERGROUND UTILITIES, BEING 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT LOCATED SOUTH 89°53'23" EAST 2642.74 FEET ALONG SECTION LINE AND SOUTH 1194.96 FEET FROM THE NORTH QUARTER CORNER OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 81°37'06" WEST 156.85 FEET TO THE NORTH LINE OF THE VZW LEASE AREA AND TERMINATING.

CONTAINS: 0.036 ACRES, MORE OR LESS, (AS DESCRIBED).

**EXHIBIT "A" (Page 3 of 3)**



FILED FOR RECORD AT REQUEST OF  
AND WHEN RECORDED RETURN TO:  
Davis Wright Tremaine LLP  
Attn: C. Eng  
777 108<sup>th</sup> Avenue NE, Suite 2300  
Bellevue, WA 98004-5149

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Space above this line is for Recorder's use.

**Memorandum of Land Lease Agreement**

Grantor: Riverton City, a Utah municipal corporation

Grantee: Verizon Wireless (VAW) LLC d/b/a Verizon Wireless

Legal Description: **County of Salt Lake, State of Utah  
Official legal description as Exhibit A**

Assessor's Tax Parcel ID#: 32-01-200-008

Reference # (if applicable):

MEMORANDUM OF LAND LEASE AGREEMENT

THIS MEMORANDUM OF LAND LEASE AGREEMENT evidences that a Land Lease Agreement (“Agreement”) was entered into as of \_\_\_\_\_, 201\_\_\_\_, by and between Riverton City, a Utah municipal corporation (collectively “Lessor”), and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless (“Lessee”), for certain real property located in Riverton, County of Salt Lake, State of Utah, within the property of Lessor which is described in Exhibit “A” attached hereto (“Legal Description”), together with a right of access and to install and maintain utilities, for an initial term of five (5) years commencing as provided for in the Agreement, which term is subject to Lessee’s rights to extend the term of the Agreement as provided in the Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Memorandum of Land Lease Agreement as of the day and year last below written.

LESSOR: Riverton City, a Utah municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

LESSEE: Verizon Wireless (VAW) LLC d/b/a Verizon Wireless

By: \_\_\_\_\_  
Rick Goldschmidt  
Executive Director - Network  
Date: \_\_\_\_\_

Exhibit A – Legal Description

**LESSOR ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, before me, a Notary Public in and for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that He/She was authorized to execute the instrument, and acknowledged it as the \_\_\_\_\_ of Riverton City, a Utah municipal corporation, to be the free and voluntary act and deed of said party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of\_\_\_\_,  
residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_  
Print Name \_\_\_\_\_

STATE OF COLORADO

COUNTY OF ARAPAHOE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ (date) by Rick Goldschmidt, Executive Director - Network, of Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, a Delaware limited liability company, on behalf of the company.

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

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

My commission expires:

\_\_\_\_\_

*Notary Seal*

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Parcel 1:

Beginning at a point that is South 89°53'23" West 53.0 feet and South 00°26'31" East 1045.00 feet from the Northeast Corner of Section 1, Township 4 South, Range 2 West, Salt Lake Base and Meridian; said point being the true point of beginning. Thence South 89°53'29" West 150.00 feet; thence South 00°26'31" East 150.00 feet; thence North 89°53'29" East 150.00 feet; thence North 00°26'31" West 150.00 feet to the true point of beginning.

Parcel 1A:

Easement Rights accruing to parcel 1, under the following:

Water Tank Access Easement, between MMA LLC and Riverton City, recorded November 21, 2005, as Entry No. 9559581, in Book 9219, at Page 9128.

Tax ID: 32-01-200-008