



**NOTICE OF JOINT MEETING
OF THE
PLEASANT GROVE CITY COUNCIL
AND PLANNING COMMISSION**

Notice is hereby given that the Pleasant Grove City Council will hold a meeting at **6:00 p.m. on Tuesday, March 29, 2016** in the City Council Chambers 86 East 100 South Pleasant Grove, Utah. This is a public meeting and anyone interested is invited to attend.

AGENDA

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. OPENING REMARKS**
- 4. APPROVAL OF MEETING'S AGENDA**
- 5. OPEN SESSION**
- 6. CONSENT ITEMS:** (Consent items are only those which have been discussed beforehand, are non-controversial and do not require further discussion)
 - a.** City Council Minutes:
City Council Minutes for the March 8, 2016 City Council Work Session meeting.
 - b.** To consider approval of payment vouchers for (March 22, 2016)

PLEASE NOTE: THE ORDER OF THE FOLLOWING ITEMS MAY BE SUBJECT TO CHANGE.

- 7. BOARD, COMMISSION, COMMITTEE APPOINTMENTS:**
- 8. PRESENTATIONS:**
 - A.** Utah Recreation and Parks Association (URPA) presentation of the Outstanding Program Award to the Recreation Department.
- 9. PUBLIC HEARING ITEMS:**
 - A.** **Public Hearing** to consider for adoption an Ordinance (**2016-6**) amending the Pleasant Grove City Code by adding Section 10-13F, Indoor Storage Overlay for application in the Downtown Village Zone. (Applicant Mark Ryan) *Presenter: Director Young*
- 10. ACTION ITEMS READY FOR VOTE:**
 - A.** To consider for adoption a Resolution (**2016-013**) authorizing the Mayor to enter into a Financial Consulting Services Agreement with Lewis Young Robertson and Burningham, Inc. to provide financial advisory services related to the 2016 Water Revenue Refunding Bonds project; and providing for an effective date. *Presenters; Administrator Darrington*

- B. To consider for adoption a Resolution (2016-014) authorizing the Mayor to sign a ground lease agreement with Verizon Wireless for the lease of real property to construct a wireless communications at approximately 1500 North 100 East (Baseball fields at Manila Park); and providing for an effective date. *Presenter: Attorney Petersen*
- C. To consider for approval a 3 lot final plat called Malia's Estates consisting of approximately 3.8 acres on property located at approx. 273 West 2300 North in the R1-20 (Single Family Residential) Zone. (NORTH FIELDS NEIGHBORHOOD)
Presenter: Director Young

11. ITEMS FOR DISCUSSION:

- A. Discussion on the General Plan update. *Presenter: Director Young*
- B. Discussion on flag lots. *Presenter: Director Young*
- C. Discussion regarding establishing a policy for handling Proclamation requests by outside entities. *Presenter: Mayor Daniels*

12. DISCUSSION ITEMS ON THE APRIL 12, 2016 CITY COUNCIL WORK SESSION MEETING.

13. NEIGHBORHOOD AND STAFF BUSINESS.

14. MAYOR AND COUNCIL BUSINESS.

15. SIGNING OF PLATS.

16. REVIEW CALENDAR.

17. ADJOURN.

CERTIFICATE OF POSTING:

I certify that the above notice and agenda was posted in three public places within Pleasant Grove City limits and on the State (<http://pmn.utah.gov>) and City (www.plgrove.org) websites.

Posted by: /s/ Kathy T. Kresser, City Recorder

Date: March 25, 2016

Time: 5:00 p.m.

Place: City Hall, Library and Community Development Building.

Supporting documents can be found online at: <http://www.plgrove.org/pleasant-grove-information-25006/staff-reports-78235>

*Note: If you are planning to attend this public meeting and due to a disability, need assistance in understanding or participating in the meeting, please notify the City Recorder, 801-785-5045, forty-eight hours in advance of the meeting and we will try to provide whatever assistance may be required.

City Council Staff Report

March 29, 2016

Item: 9A

Rezone

REQUEST Request to create an overlay for Indoor Storage in the DV Zone

Mark Ryan

APPLICANT Downtown Village Zone, Indoor Storage Overlay

ZONE Commercial Retail

GENERAL PLAN Approve Proposed Ordinance Amendment for an Overlay

STAFF RECOMMENDATION Proposed Ordinance

ATTACHMENTS Proposed Overlay Area (Conceptual)

Background

Mark Ryan has requested on behalf of Russell Foulk the ability to develop an indoor climate controlled storage facility on the north half of the Costume Craze property at 350 West Center Street, with frontage on 400 North Street.

An application was filed on February 19, 2016 to request creating an overlay that would allow land use #6377, Indoor Climate Controlled Storage Facilities as a permitted use on properties having the overlay applied, within the Downtown Village Zone.

The Planning Commission reviewed this request in a public hearing on March 10, 2016.

Analysis

The request to add adding land use #6377, Indoor Climate Controlled Storage Facilities to the permitted uses of the Downtown Village Zone has been reviewed by staff and the City Attorney. It has been determined that the best way for this to be accomplished would be through the creation of an overlay which would be limited in its application within the Downtown Village zone, and could only be applied on project areas of 2 acres in size. Such limitations will greatly restrict the opportunities available for this kind of development in the downtown area. Otherwise, adding the use to the permitted uses would allow such development to occur anywhere in the zone.

Currently, the Costume Craze property at 350 W. Center Street / 400 North is the only property downtown that would qualify for the application of this overlay.

Over the years, staff has fielded various inquiries about the development potential of this property. Proposal have included non-permitted uses such as multi-family residential without being attached to commercial and outdoor storage units, which have not seemed to best suit the use of this property.

Uses that are permitted include various retail, professional offices uses. The access and location of the property has not seemed to lend itself well to these types of developments.

Staff sees that an indoor climate controlled storage unit building, designed to appear as professional offices and to meet the Downtown Village design guidelines could be a good fit for the zone and area.

Recommendation

The Planning Commission recommended approval of the proposed ordinance for the creation of an Indoor Storage Overlay, with application in the Downtown Village Zone.

Model Motions

APPROVAL

"I move the City Council approve Ordinance # ____ amending the City Code by adding Section 10-13F, Indoor Storage Overlay, as modified by the conditions below:"

1. List any conditions...

CONTINUE

"I move the City Council continue the request to approve Ordinance # ____ amending the City Code by adding Section 10-13F, Indoor Storage Overlay, based on the following findings:"

1. List reasons for tabling the item, and what is to be accomplished prior to the next meeting date...

DENIAL

"I move the City Council deny the request the request to approve Ordinance # ____ amending the City Code by adding Section 10-13F, Indoor Storage Overlay, based on the following findings:"

1. List findings for denial...

PROPOSED PLEASANT GROVE CITY CODE

10-13F: INDOOR STORAGE OVERLAY

10-13F-1: PURPOSE:

- A. The purpose of the indoor storage overlay zone is to provide flexibility for the development of properties in the Downtown Village Zone in Pleasant Grove, while meeting the design requirements and character of the zone.

10-13F-2: LOCATION OF INDOOR STORAGE OVERLAY ZONE:

- A. The indoor storage overlay zone is for application only on properties within the Downtown Village Zone, on lots having at least two acres in size.

10-13F-3: PERMITTED USE:

- A. Land Use #6377, Indoor Climate Control Storage Facilities is the only permitted use in the Indoor Storage Overlay Zone, in addition to any uses permitted in the underlying Downtown Village Zone.

10-11H-4: YARD REQUIREMENTS:

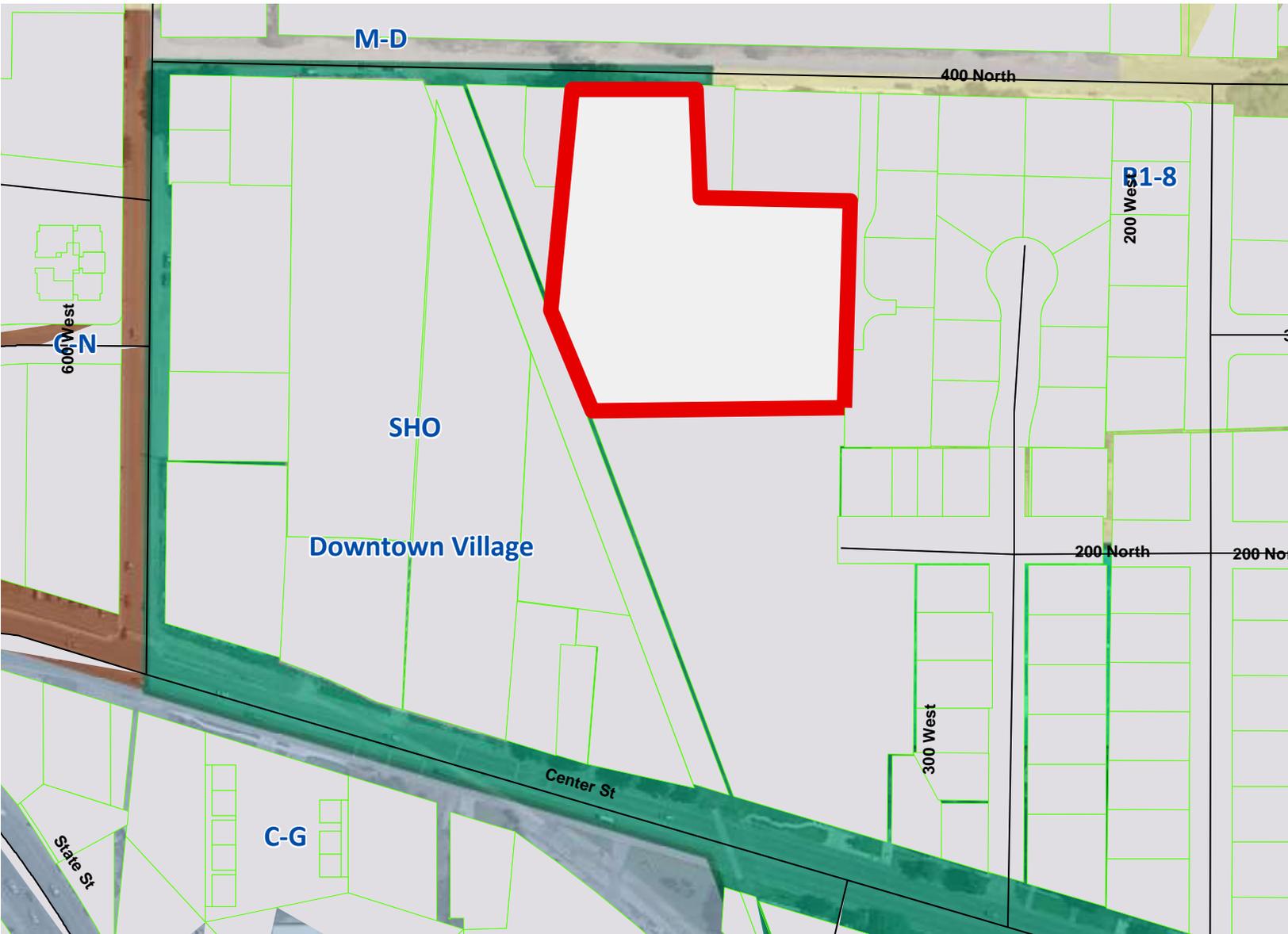
The following minimum requirements shall apply in the indoor storage overlay zone (note: All setbacks are measured from the property line):

- A. Front Yard: Each lot or parcel in the indoor storage overlay zone shall have a front yard of not less than twenty five feet (25').
- B. Side Yard: Each lot or parcel of land in the indoor storage overlay zone shall have a side yard of not less than twenty five feet (25') on sides that abut properties in any residential zone or transitional district.
- C. Rear Yard: Each lot or parcel shall have a rear yard of not less than twenty five feet (25') if the rear yard abuts properties in any residential zone or transitional district.

10-11H-5: LANDSCAPE BUFFER REQUIREMENTS:

- A. Landscaped Yard: Where a lot in the indoor storage overlay zone abuts a lot in any residential zone or transitional district, there shall be provided a landscaped yard of at least ten feet (10') in width along such property line.

PROPOSED APPLICATION AREA OF NEW OVERLAY (Conceptual – not part of this approval)



ORDINANCE No. 2016-6

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF PLEASANT GROVE CITY BY CREATING SECTION 10-13F, INDOOR STORAGE OVERLAY, AND PROVIDING FOR AN EFFECTIVE DATE. MARK RYAN, APPLICANT.

WHEREAS, the applicant has requested a zoning overlay for indoor climate controlled storage facilities that may be applicable on properties in the Downtown Village Zone; and

WHEREAS, the City has determined a need for some flexibility for development opportunities on certain properties in the Downtown Village zone; and

WHEREAS, on March 10, 2016 the Pleasant Grove City Planning Commission held a public hearing to consider the request to create the Indoor Storage Overlay; and

WHEREAS, at its public hearing the Planning Commission found that the overlay creation is in the public's interest and consistent with the written goals and policies of the General Plan; and

WHEREAS, the Pleasant Grove Planning Commission recommended to the Pleasant Grove City Council that the requested City Code text amendment to create the overlay be approved; and

WHEREAS, on March 29, 2016 the Pleasant Grove City Council held a public hearing to consider the requests; and

WHEREAS, at its meeting the Pleasant Grove City Council was satisfied that requested City Code text amendment to create the overlay was in the best interest of the public and consistent with the written goals and policies of the General Plan; and

WHEREAS, at its meeting the Pleasant Grove City Council approved the request that the City Code be amended by the creation of Chapter 10-13, Article F, Indoor Storage Overlay.

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PLEASANT GROVE:

SECTION 1. Chapter 10-13, Article F, of the Pleasant Grove Municipal Code is hereby added to read as follows:

10-13F: INDOOR STORAGE OVERLAY

10-13F-1: PURPOSE:

- A. The purpose of the indoor storage overlay zone is to provide flexibility for the development of properties in the Downtown Village Zone in Pleasant Grove, while meeting the design requirements and character of the zone.

10-13F-2: LOCATION OF INDOOR STORAGE OVERLAY ZONE:

- A. The indoor storage overlay zone is for application only on properties within the Downtown Village Zone, on lots having at least two (2) acres in size.

10-13F-3: PERMITTED USE:

- A. Land Use #6377, Indoor Climate Control Storage Facilities is the only permitted use in the Indoor Storage Overlay Zone, in addition to any uses permitted in the underlying Downtown Village Zone.

10-11H-4: YARD REQUIREMENTS:

The following minimum requirements shall apply in the indoor storage overlay zone (note: All setbacks are measured from the property line):

- A. Front Yard: Each lot or parcel in the indoor storage overlay zone shall have a front yard of not less than twenty five feet (25').
- B. Side Yard: Each lot or parcel of land in the indoor storage overlay zone shall have a side yard of not less than twenty five feet (25') on sides that abut properties in any residential zone or transitional district.
- C. Rear Yard: Each lot or parcel shall have a rear yard of not less than twenty five feet (25') if the rear yard abuts properties in any residential zone or transitional district.

10-11H-5: LANDSCAPE BUFFER REQUIREMENTS:

- A. Landscaped Yard: Where a lot in the indoor storage overlay zone abuts a lot in any residential zone or transitional district, there shall be provided a landscaped yard of at least ten feet (10') in width along such property line.

SECTION 2. SEVERABILITY. The sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable. If any such section, paragraph, sentence, clause, or phrase shall be declared invalid or unconstitutional by the valid judgment or decree of a Court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any of the remaining sections, paragraphs, sentences, clauses, or phases of this Ordinance.

SECTION 3. This ordinance shall take effect immediately upon its passage and shall be posted or published as required by law.

SECTION 4. APPROVED AND ADOPTED AND MADE EFFECTIVE by the City Council or Pleasant Grove City, State of Utah, on this 29th day of March, 2016.

Michael W. Daniels, Mayor

ATTEST:

Kathy T. Kresser, City Recorder, MMC (SEAL)

RESOLUTION NO. 2016-013

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH LEWIS YOUNG ROBERTSON BURNINGHAM (LYRB) FOR FINANCIAL AND CONSULTING SERVICES REGARDING THE 2016 WATER REVENUE REFUNDING BONDS AND OTHER PROJECTS AS NEEDED IN THE FUTURE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Pleasant Grove City is a political subdivision of the State of Utah (the “State”) and is duly organized and existing pursuant to the Constitution and laws of the State; and

WHEREAS, the Financial Consultant is an experienced and fully qualified firm that provides financial and consulting services, as more fully set forth herein, to and for local governmental entities; and

WHEREAS, the City wishes to engage the Financial Consultant to provide financial advisory services related to the 2016 Water Revenue Refunding Bonds and other projects as needed in the future;

NOW, THEREFORE, be it resolved by the Pleasant Grove City Council as follows:

SECTION 1

The Mayor of Pleasant Grove City is hereby authorized to sign the Professional Services Agreement with Lewis Young Robertson Burningham (LYRB) for financial and consulting services for the 2016 Water Revenue Refunding Bonds and other projects as needed in the future. Said Professional Service Agreement is attached hereto and incorporated herein as Exhibit “A.”

SECTION 2

This resolution is effective immediately.

THIS RESOLUTION APPROVED AND ADOPTED this 29th day of March, 2016 by the City Council of Pleasant Grove City, Utah.

Michael W. Daniels, Mayor

ATTEST:

(SEAL)

Kathy T. Kresser, City Recorder, MMC

**AGREEMENT FOR FINANCIAL CONSULTING SERVICES
FOR PLEASANT GROVE CITY, UTAH**

THIS AGREEMENT for Financial Consulting Services (the “Agreement”) is made as of _____, (the “Effective Date”), by and between Pleasant Grove City, Utah, a body corporate and politic of the State of Utah (the “City”), and Lewis Young Robertson & Burningham, Inc., a Utah corporation having its corporate offices at the address of 41 North Rio Grande, Suite 101, Salt Lake City, Utah 84101(the “Financial Consultant”).

WHEREAS, the Financial Consultant is an experienced and fully qualified firm that provides financial and consulting services, as more fully set forth herein, to and for local governmental entities; and

WHEREAS, the City wishes to engage the Financial Consultant to provide financial advisory services related to the 2016 Water Revenue Refunding Bonds and other projects as needed in the future;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the City and the Financial Consultant agree as follows:

1. *General Scope of Services.*

During the Term of this Agreement, the Financial Consultant will perform and provide the services needed, required or desired by the City, which may include, but are not limited to, providing the following services (collectively, and combined with the detailed services set forth in Section 2 below, the “Services”):

- (a) consult with and advise the City regarding the recommended size, structure and other specifications of the particular issue;
- (b) furnish information and advice concerning current market conditions for the particular type of debt to be issued;
- (c) assist in the formulation of a coordinated plan and schedule for the authorization, issuance and placement or sale of the debt;
- (d) prepare, as necessary, a detailed quantitative analysis of the debt issue;
- (e) assist the City in selecting other professional services necessary to complete debt transaction(s) which could include bond counsel, disclosure counsel, trustee, paying agent, financial printing, feasibility consultant, CPA verification, and title services, as applicable;
- (f) consult with and work with the bond attorneys and other consultants selected by the City as necessary and appropriate;
- (g) attend document review meetings with City officials and others and assist the City in compiling financial and demographic information related to the particular debt issue;
- (h) mail or otherwise distribute the offering information prepared in connection with the debt issue in accordance with instructions provided by the City;
- (i) advise the City regarding the method of placement or sale of the particular debt issue and assist in identifying potential purchasers;

- (j) attend all meetings as necessary or as requested by the City and attend the closing of the particular debt issue;
- (k) advise City officials regarding any presentations to be made to any of the credit rating services or bond insurers for the purpose of obtaining credit rating services or bond insurance for the debt issue, assist in compiling the required information and financial data for the presentations and, upon request, accompany the City's representatives to the rating agencies' or insurers' offices to present the required information and financial data;
- (d) advise and assist City officials as requested regarding the potential availability of private, state and federal funding for the project being financed and assist, as requested, in applying for such funding; and
- (e) advise and assist the City regarding appropriate investments for bond proceeds.

2. Detailed Scope of Services—Particular to General Financial Consulting

With respect to any Services which do not lead to the issuance of debt, a detailed statement of work for each Service will be agreed upon in advance in writing between the parties and will be incorporated as an addendum to this agreement once signed by both parties.

3. Term of Financial Consultant Agreement

The City and the Financial Consultant agree that the initial term of this Agreement will be for one (1) year or upon the closing of the 2016 Refunding Bonds whichever is earlier (from the Effective Date of this Agreement ("Initial Term")), and shall automatically renew for an additional year should the 2016 Refunding Bonds not close for any reason unless otherwise terminated as set forth herein.

4. Representations of the City.

The City represents and warrants that, in connection with any issuance of debt or request for the Financial Consultant to proceed with any other services as provided for under the provisions of this Agreement, the City will take the following actions, among other actions as may be appropriate and necessary, to accomplish the authorization, issuance and sale of a particular debt issue, or to facilitate the timely processing and completion of other services requested by the City.

- (a) cooperate with the Financial Consultant in all respects and provide the Financial Consultant with all information and data the City may have in its possession or under its control which is reasonably required by the Financial Consultant and is considered material to the transaction;
- (b) pass all required resolutions and take all other reasonable legislative or administrative actions as necessary or as advised by counsel to authorize, issue and sell any particular debt issue, or to allow for completion of other services, and to assure compliance with all constitutional provisions, laws, ordinances, rules and regulations pertaining thereto;
- (c) furnish the Financial Consultant with certified copies of the minutes of all meetings and other proceedings taken in connection with a particular debt issue or other service related matters, all affidavits of publication relating thereto and all other certificates and documents required to successfully market a debt issue and make delivery thereof, or complete other requested services;

- (d) authorize the preparation and distribution of all documentation related to the particular service, including but not limited to, offering information provided to prospective purchasers of any particular debt issue;
- (e) review and approve all offering information or other documentation related to other financial services prior to its distribution;
- (f) if a credit rating or bond insurance will be applied for on a particular debt issue, the City will contract directly with the rating agency for the rating, or the bond insurer for the insurance, and will make available to the rating agency or bond insurer all information and financial data reasonably requested;
- (g) select and retain other professionals as needed for each issue of debt and as may be needed in connection with the completion of other services under this contract (such as issuer's counsel, bond counsel, engineers, appraisers, feasibility consultants, etc.) and pay the agreed fees and expenses of those contracts; and
- (h) compensate the Financial Consultant for all Services rendered under this Agreement and any amendments hereof in accordance with Paragraph 5 below; and

5. *General Payment of Compensation, Costs and Expenses.*

The City shall compensate the Financial Consultant for the Services rendered under this Agreement as follows:

- (a) for Services rendered in accordance with this Agreement, the Financial Consultant will charge \$3.25 per bond based upon the gross production or total par amount whichever is greater;
- (a) certain expenses that may be incurred by the Financial Consultant such as mailing or shipping costs of offering information, printing of bond or note instruments, special computer services, advertising, out-of-state travel, closing expenses and actual costs of copying or printing any offering information shall be borne by the City. However, in the event any such expense exceeds the sum of \$500.00, such expense shall be approved by the City before it is incurred;
- (c) with respect to the costs and expenses of a particular transaction that are not specifically mentioned or provided for in this Section 5, the City and the Financial Consultant will agree on and arrange for their payment, as the requirements of the particular transaction or engagement are specified.

6. *Payment Methods.*

- (a) upon the sale and delivery of any debt issue, the Financial Consultant shall submit a bill to the City for the services rendered by the Financial Consultant with respect to such debt and payment of the fee amount shall be due at the time of closing on the debt transaction;
- (b) for the completion of requested Services which do not involve the issuance of debt, any fee amount required to be paid hereunder shall be billed and paid in periodic payments (most often monthly) as set forth in the applicable statement of work

7. *Financial Consultant an Independent Contractor.*

For purposes of this Agreement and the Services to be performed hereunder, the Financial Consultant, its officers, employees and agents shall not be considered to be officers, employees, agents or servants of the City. The Financial Consultant is and shall be considered to be an independent contractor in all respects and as such its personnel will not be supervised by City officers or personnel and the City will not furnish facilities or equipment to the Financial Consultant for its use in the performance hereof.

8. *Conflict of Interest*

The Financial Consultant represents that if a situation occurs whereby an interest of the City is in conflict with the interests of another client of the Financial Consultant, the Financial Consultant shall promptly disclose the conflict to the City.

9. *Additional Services.*

If authorized in advance by the City and in compliance with the terms of this Agreement, the Financial Consultant may furnish services in addition to the basic services described herein. Compensation for those additional services shall be as mutually agreed to by the parties.

10. *No Sales Obligation of the Financial Consultant.*

The City acknowledges that neither the Financial Consultant nor its principals shall be obligated in any way for any part of a distribution, underwriting, placement, issuance or sale of any bonds, notes or other forms of indebtedness relating to this Agreement.

11. *Amendments.*

The parties hereto may request changes in the Services or other provisions of this Agreement at any time, but no change shall be effective until it has been mutually agreed to by the parties in writing or is required to be made pursuant to or because of changes in federal, state or local laws relating to debt issuance by local governments. Except for amendments due to changes in law which shall be deemed to take place immediately as of the effective date of the change in law, all other amendments must be in writing and authorized by both parties, by a duly executed amendment of this Agreement.

12. *Termination.*

Unless previously terminated according to Section 8 of this Agreement, it is agreed that either party may terminate this Agreement by providing the other party at least six (6) months written notice of termination. Any such termination shall be accomplished by one party giving the other party written notice thereof, at least thirty (30) calendar days in advance of the desired termination date. Neither party shall have any liability to the other for damages or other losses because of a termination of this Agreement unless that termination is wrongful and not done in good faith; provided, however, if a termination should occur, the City agrees to pay the Financial Consultant all amounts due for Services actually performed through and including the termination date and the Financial Consultant shall deliver to the City all data, reports and information that would be due on the termination date.

13. *Miscellaneous.*

- (a) *Governing Law.* This Agreement shall be governed in all respects by the laws of the State of Utah, without regard to the conflict of laws rules thereof.
- (b) *Successors and Assigns.* This Agreement may not be assigned by either party without the written consent of both the City and the Financial Consultant; provided, however, the Financial Consultant has

the right to assign this Agreement as part of a merger, consolidation, or other type of acquisition, as long as the assignee agrees to assume all of Financial Consultant's obligations hereunder.

- (c) *Entire Agreement.* This Agreement is the full and entire understanding and agreement of the parties with regard to the subjects discussed herein.
- (d) *Notices.* All notices and other communications required or permitted under this Agreement shall be in writing and may be sent by personal delivery, telecopy, overnight delivery service or U.S. Mail, in which event it may be mailed by first-class, certified or registered, postage prepaid. All such notices and communications shall be addressed to the Financial Consultant at the following address at such other address that the Financial Consultant shall have furnished to the City in writing.

Managing Partner
Lewis Young Robertson & Burningham, Inc.
41 North Rio Grande Street, Suite 101
Salt Lake City, UT 84101

Notices to be mailed to the City shall be sent to:

City Administrator
Pleasant Grove City
70 South 100 East
Pleasant Grove, UT 84062

- (e) *Severability.* If any provision of this Agreement shall be determined, by a court of competent jurisdiction, to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- (f) *Titles and Subtitles.* The titles of the paragraphs and subparagraphs of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.
- (g) *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.
- (h) *Further Assurances.* Each party to this Agreement shall do and perform or cause to be done and performed all such further acts and things and shall execute and deliver all such other agreements, certificates, instruments and documents as the other party hereto may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers thereunto duly authorized this ____ day of _____, 2014.

[SEAL]

By: _____

Mayor

Attest:

By: _____

City Manager

LEWIS YOUNG ROBERTSON & BURNINGHAM, INC.

By: _____

Cody Deeter – Vice President

Attest:

By: _____

Title: _____

RESOLUTION NO. 2016-014

A RESOLUTION OF THE GOVERNING BODY OF PLEASANT GROVE CITY AUTHORIZING THE MAYOR TO SIGN A GROUND LEASE AGREEMENT WITH VERIZON WIRELESS FOR THE LEASE OF REAL PROPERTY TO CONSTRUCT A WIRELESS COMMUNICATIONS TOWER AT 1500 NORTH, 100 EAST (BASEBALL FIELDS AT MANILA PARK) AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Pleasant Grove City is a political subdivision of the State of Utah (the “State”) and is duly organized and existing pursuant to the Constitution and laws of the State; and

WHEREAS, pursuant to applicable law, the governing body of Pleasant Grove City (“Governing Body”) is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of Pleasant Grove City; and

WHEREAS, Verizon Wireless desires to lease real property for the purpose of constructing a wireless communications tower and accompanying support equipment upon property owned by Pleasant Grove City; and

WHEREAS, Verizon Wireless and City have entered into negotiations regarding said lease; and

WHEREAS, the parties have reached agreement as to the terms of said lease; and

WHEREAS, the City Council has been advised of the proposed terms of the Lease Agreement and is in agreement with the proposed terms.

NOW, THEREFORE, BE IT RESOLVED by the Pleasant Grove City Council, Pleasant Grove, Utah as follows:

SECTION 1.

The Mayor is authorized to enter into and sign a Ground Site Lease Agreement with Verizon Wireless., for property located at approximately 1500 North 100 East, Pleasant Grove, Utah. A description of said parcel and site plan is more particularly described as Exhibit “A” which is attached hereto and incorporated herein.

SECTION 2.

The provisions of this Resolution shall take effect immediately.

PASSED AND ADOPTED BY THE CITY COUNCIL OF PLEASANT GROVE, UTAH, this 29th day of March, 2016.

Michael W. Daniels, Mayor

ATTEST:

Kathy T. Kresser, City Recorder, MMC

(SEAL)

LAND LEASE AGREEMENT

This Agreement, made this _____ day of _____, 2015 between Pleasant Grove City, a municipal corporation, with its principal offices located at 100 East, 70 South, Pleasant Grove Utah 84062, hereinafter designated LESSOR and Verizon Wireless (VAW) 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 at 1550 North 100 East, Pleasant Grove, Utah County, Utah, and being described as a 25' by 40' fenced parcel containing 1,000 square feet (the "Land Space") for outdoor equipment. Including a back-up generator, 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 over the Access Easement as described on the Site Plan attached hereto and incorporated herein as Exhibit "A," together with 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. The Property is also shown on the Tax Map of the City of Pleasant Grove and is designated as Parcel No. 14:016:0071, as recorded in the Office of the Utah County Recorder. LESSEE shall be responsible for the repair of any damage to LESSOR's Property caused by LESSEE's exercise of such rights.

In the event any public utility is unable to use the Rights of Way, 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. In the event the new utility line (and its corresponding easement) need to be relocated at any time during the Agreement's term, LESSEE shall be responsible for the cost of the line and easement relocation.

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 shall commence and be due at a total annual rental of TWENTY ONE THOUSAND AND SIX HUNDRED and No/Dollars (\$ 21,600.00) to be paid in equal monthly installments on the first day of the month, in advance, to Pleasant Grove City Finance Director 100 East 70 South, Pleasant Grove, Utah 84062 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 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if the date installation commences falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st 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. EXTENSION RENTALS. The annual rental for the first (1st) five (5) year extension term shall be increased to TWENTY-THREE THOUSAND SEVEN HUNDRED AND SIXTY NO/DOLLARS (\$23,760.00); the annual rental for the second (2nd) five (5) year extension term shall be increased to TWENTY-SIX THOUSAND ONE HUNDRED AND THIRTY-SIX and NO/DOLLARS (\$26,136.00); the annual rental for the third (3rd) five (5) year extension term shall be increased to TWENTY-EIGHT THOUSAND SEVEN HUNDRED AND FORTY-NINE NO/DOLLARS (\$28,749.00); and the annual rental for the fourth (4th) five (5) year extension term shall be increased to THIRTY-ONE THOUSAND SIX HUNDRED AND TWENTY-FOUR NO/DOLLARS (\$31,624.00).

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 black vinyl-coated 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. The parties agree that LESSEE shall maintain ownership of the stealth light pole and the City will retain ownership of the lights. LESSEE will be responsible for the installation of the lights on the stealth light pole and will ensure that the stealth light pole is operational. Thereafter, the City will be responsible for maintaining the lights on the stealth light pole. LESSEE will be responsible for installing a regular light pole when the communications facility is removed from the property. 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. LESSEE is responsible to repair any damage to Premises caused by installation or maintenance of LESSEE's facilities. 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. RELOCATION. LESSOR reserves the right to require LESSEE to relocate the Easement if use of the Easement materially conflicts with a future City need. LESSOR shall provide a minimum of ninety (90) days' written notice for a request to relocate. LESSOR agrees to cooperate with LESSEE to provide a mutually acceptable alternate location for the Easement prior to requiring such relocation. In such event, the parties agree to reasonably amend this Agreement to provide for a description of the new Easement location.

10. CONSTRUCTION. LESSEE shall not disrupt service for the electric lights for the ball fields for construction or maintenance during the baseball season and without permission from LESSOR, which permission shall not be unreasonably delayed or denied.

11. 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.

12. 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 \$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.
- 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 LESSEE as an additional insured.

13. 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.

14. 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. Following the 15th annual anniversary of the Commencement Date, LESSOR shall also have the right to terminate this Agreement, and at any subsequent annual anniversary of the Commencement Date, provided that three (3) months' prior notice is given to LESSEE.

15. 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.

16. 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. Lessor has the right to recover from Lessee any expenses incurred in the removal of LESSEE's facilities after the ninety (90) day period.

17. 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 equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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 written notice to LESSOR. 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. Notwithstanding the foregoing, any tenant that may desire to sublet space upon LESSEE's communications facilities 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

24. 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: Pleasant Grove City
100 East 70 South
Pleasant Grove, UT 84062
Attn: City Administrator

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.

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

26. 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 for LESSEE's benefit 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.

27. 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.

28. 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.

29. 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.

30. 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.

c. As of the Effective Date of this Agreement: (1) Lessee hereby represents and warrants that it shall not use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon or affecting the Property in violation of any applicable law or regulations, and (2) Lessor hereby represents and warrants that it has no knowledge of the presence of any Hazardous Material located in, on, under, upon or affecting the Property in violation of any applicable law or regulation. Lessor and Lessee shall each indemnify, defend and hold the other harmless from and against all Losses (specifically including, without limitation, attorneys', engineers', consultants' and experts' fees, costs and expenses) arising from any breach of any representation or warranty made in this Paragraph by such party. The provisions of this Paragraph shall apply as of the Effective Date of this Agreement and survive termination of this Agreement. "Hazardous Material" means any solid, gaseous or liquid wastes (including hazardous wastes), regulated substances, pollutants or contaminants or terms of similar import as such terms are defined in any applicable environmental law or regulations and shall include, without limitation, any petroleum or petroleum products or by-products, flammable explosives, radioactive materials, asbestos in any form, polychlorinated biphenyls and any other substance or material which constitutes a threat to health, safety, property or the environment or which has been or is in the future determined by any governmental entity to be prohibited, limited or regulated by any applicable environmental law or regulation.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

[SIGNATURE PAGE FOLLOWS]

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

LESSOR: PLEASANT GROVE CITY

By: _____

Name:

Its: _____

Date: _____

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

By: Diana Scudder

Name: Diana Scudder

Title: Executive Director Market Operations

Date: 3/21/16

WITNESS

WITNESS

Debbie Essert
Debbie Essert

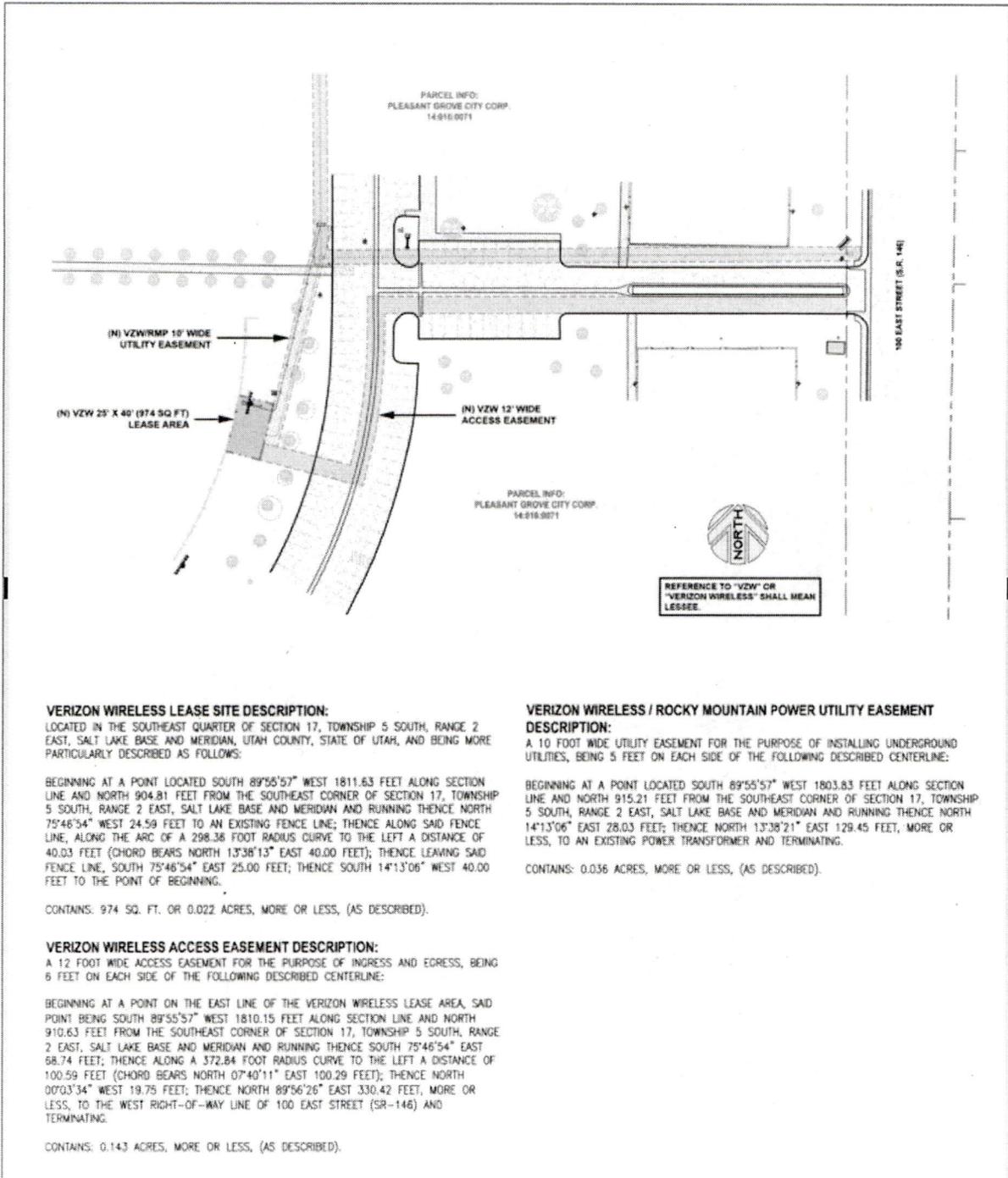
Exhibit "A"
(Legal Description)

The land referred to herein is situated in the County of Utah, State of Utah, and is described as follows:

Commencing West 21.19 chains and North 10.87 chains from Southeast corner of Section 17, Township 5 South, Range 2 East, Salt Lake Base and Meridian; thence West 10 chains; thence North 9.75 chains; thence East 7.5 chains; thence South 2.25 chains; thence East 2.5 chains; thence South 7.5 chains to beginning.

Tax ID: 14-016-0071

Exhibit "A"
(Description of Premises)



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

Space above this line is for Recorder's use.

Memorandum of Land Lease Agreement

Lessor: Pleasant Grove City Corporation, a municipal corporation

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

Legal Description: **Official legal description as Exhibit A**

Assessor's Tax Parcel ID#: 14-016-0071

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 Pleasant Grove City Corporation, a municipal corporation ("Lessor"), and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless ("Lessee"), for certain real property located at 1550 North 100 East, Pleasant Grove, in the County and 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: Pleasant Grove City Corporation, a municipal corporation

By: _____
Name: _____
Title: _____
Date: _____

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

By: Diana Scudder
Name: Diana Scudder
Title: Executive Director Market Operations
Date: 3-21-16

Exhibit A – Legal Description

STATE OF COLORADO

COUNTY OF ARAPAHOE

The foregoing instrument was acknowledged before me this March 21, 2016 (date) by Diana Scudder, Executive Director Market Operations of Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, a Delaware limited liability company, on behalf of the company.



NOTARY PUBLIC

Printed Name: Maureen Lopez

My Commission Expires: 1-16-2019



Notary Seal

EXHIBIT A
LEGAL DESCRIPTION

The land referred to herein is situated in the County of Utah, State of Utah, and is described as follows:

Commencing West 21.19 chains and North 10.87 chains from Southeast corner of Section 17, Township 5 South, Range 2 East, Salt Lake Base and Meridian; thence West 10 chains; thence North 9.75 chains; thence East 7.5 chains; thence South 2.25 chains; thence East 2.5 chains; thence South 7.5 chains to beginning.

Tax ID: 14-016-0071

REV05042015

Return to:
Rocky Mountain Power
Teria Walker
70 North 200 East
American Fork, UT
84003

Project Name: PRO Mahogany
WO#: 6050226
RW#:

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **Pleasant Grove City Corporation** (“Grantor”), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, (“Grantee”), an easement for a right of way **10** feet in width and **158** feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of underground electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, cabinets, and vaults on, across, or under the surface of the real property of Grantor in **Utah** County, State of **Utah** more particularly described as follows and as more particularly described and/or shown on Exhibit(s) **A** attached hereto and by this reference made a part hereof:

Legal 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°55'57" WEST 1803.83 FEET ALONG SECTION LINE AND NORTH 915.21 FEET FROM THE SOUTHEAST CORNER OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 14°13'06" EAST 28.03 FEET; THENCE NORTH 13°38'21" EAST 129.45 FEET, MORE OR LESS, TO AN EXISTING POWER TRANSFORMER AND TERMINATING.

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

Assessor Parcel No.

14:016:0071

Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the right of way clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

At no time shall Grantor place or store any flammable materials (other than agricultural crops), or light any fires, on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

If at any time hereinafter, the operation or maintenance of the Grantee's facilities as hereinabove described shall interfere with any operation of the Grantor, Grantor shall, upon written request from Grantor, relocate and reconstruct said facilities on Grantor's land or other land provided by Grantor so as to avoid such interference. In such event, at sole cost and expense to Verizon Wireless, Grantee shall: (1) execute a recordable document releasing this right of way easement as to the abandoned portion of the easement area, (2) relocate and reconstruct all facilities as required by Grantor. Grantor shall provide Grantee a tight of way easement for the relocated facilities on terms and conditions similar to those contained in this right of way easement. The parties acknowledge that the facilities installed by Grantee within the easement area have been install for the benefit of serving Verizon Wireless(VAW) LLC d/b/a Verizon Wireless. As such Verizon Wireless agrees to pay any and all relocation cost if such relocation is required by Grantor as provided herein.

Dated this _____ day of _____, 20__.

Pleasant Grove City Corporation **GRANTOR**



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

REPRESENTATIVE ACKNOWLEDGMENT

This instrument was acknowledged before me on this _____ day of

_____,

201~~8~~⁶,

by _____, as

of Pleasant Grove City Corporation.

Notary Public

[Seal]

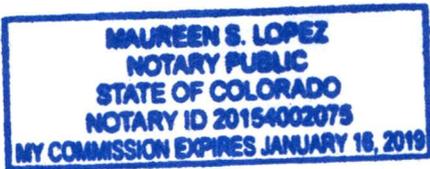
My commission expires: _____

Acknowledgment by a Corporation, LLC, or Partnership:

STATE OF COLORADO)
) ss.
County of Arapahoe)

On this 22nd day of March, 2016, before me, the undersigned Notary Public in and for said State, personally appeared Diana Scudder, known or identified to me to be the Executive Director Market Operations of the corporation, or the (manager / member) of the limited liability company, or a partner of the partnership that executed the instrument or the person who executed the instrument on behalf of Verizon Wireless (VAW) LLC, d/b/a Verizon Wireless, and acknowledged to me that said entity executed the same.

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

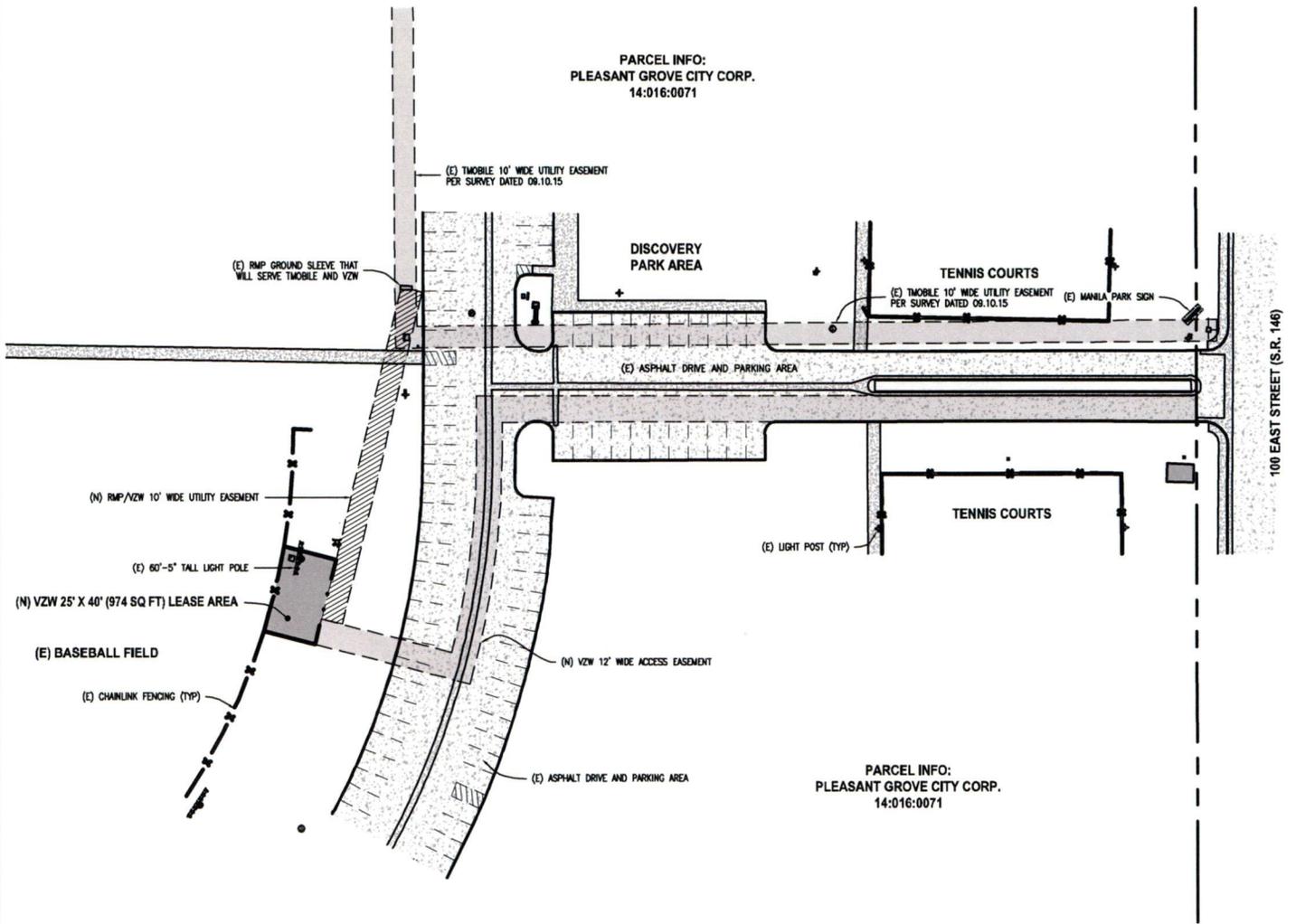


Maureen Lopez (notary signature)

NOTARY PUBLIC FOR Colorado (state)
Residing at: Denver, Colorado (city, state)
My Commission Expires: 1-16-2019 (d/m/y)

Property Description

Quarter: SE Section: 17 Township: 5S Range: 2E
 County: Utah State: Utah
 Parcel Number: 14:016:00171



CC#: WO#:

Landowner Name: Pleasant Grove City

Drawn by: TAEC

This drawing should be used only as a representation of the location of the easement being conveyed. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area.

EXHIBIT A



SCALE:

City Council Staff Report

March 29, 2015

Item: 10C

Final Subdivision Plat

REQUEST Three lot final plat called Malia's Estates Plat A

APPLICANT Enrique and Elida Escobido

ADDRESS 273 West 2300 North

ZONE R1-20 Single Family Residential and R-R Rural Residential

GENERAL PLAN Very Low Density Residential

STAFF RECOMMENDATION Approve the Preliminary Subdivision Plat

ATTACHMENTS Property Aerial Photo **3**

Property Zoning Map **4**

Final Plat **5**

Background

The applicant is requesting approval of a 3 lot subdivision on property located at approximately 273 West 2300 North in the R1-20 (Single Family Residential) and R-R (Rural Residential) Zone. The subdivision is intended to create 3 lots rectifying an illegal subdivision.

The preliminary plat was reviewed and approved by the Planning Commission on November 12, 2015.

The final plat was originally presented to the City Council on February 16, 2016, but an issue arose regarding the Prescott's (owners of Parcel A) willingness to participate. They have since agreed to the plat and are seeking its approval.

Analysis

The proposed subdivision includes 3 lots. Lot 1 and 2 will access 2300 North and Parcel A will access Glendon Way. The lots meet the dimension requirements for the R-R and R1-20 Zones. This plat will rectify an illegally created subdivision and allow for buildable lots. The proposed subdivision complies with all requirements of the City Code.

Recommendation

Because the proposed plat meets all the requirements for the R-R and R1-20 Zones, staff recommends approval of the final plat with the following conditions:

1. All Final Planning, Engineering, and Fire Department requirements are met.

Model Motions

APPROVAL

"I move the City Council approve the request of Enrique and Elida Escobido for a 3-lot final plat called Malia's Estates Plat A on property at approximately 273 West 2300 North, in the R1-20 (Single Family Residential) Zone and R-R (Rural Residential) Zone; and adopting the exhibits, conditions, and findings of the staff report, and as modified by the conditions below:

1. All Final Planning, Engineering, and Fire Department requirements are met.
2. List any additional conditions...

CONTINUE

"I move the City Council continue the review of Enrique and Elida Escobido for a 3-lot final plat called Malia's Estates Plat A on property at approximately 273 West 2300 North, in the R1-20 (Single Family Residential) Zone and R-R (Rural Residential) Zone, until (give date), based on the following findings:"

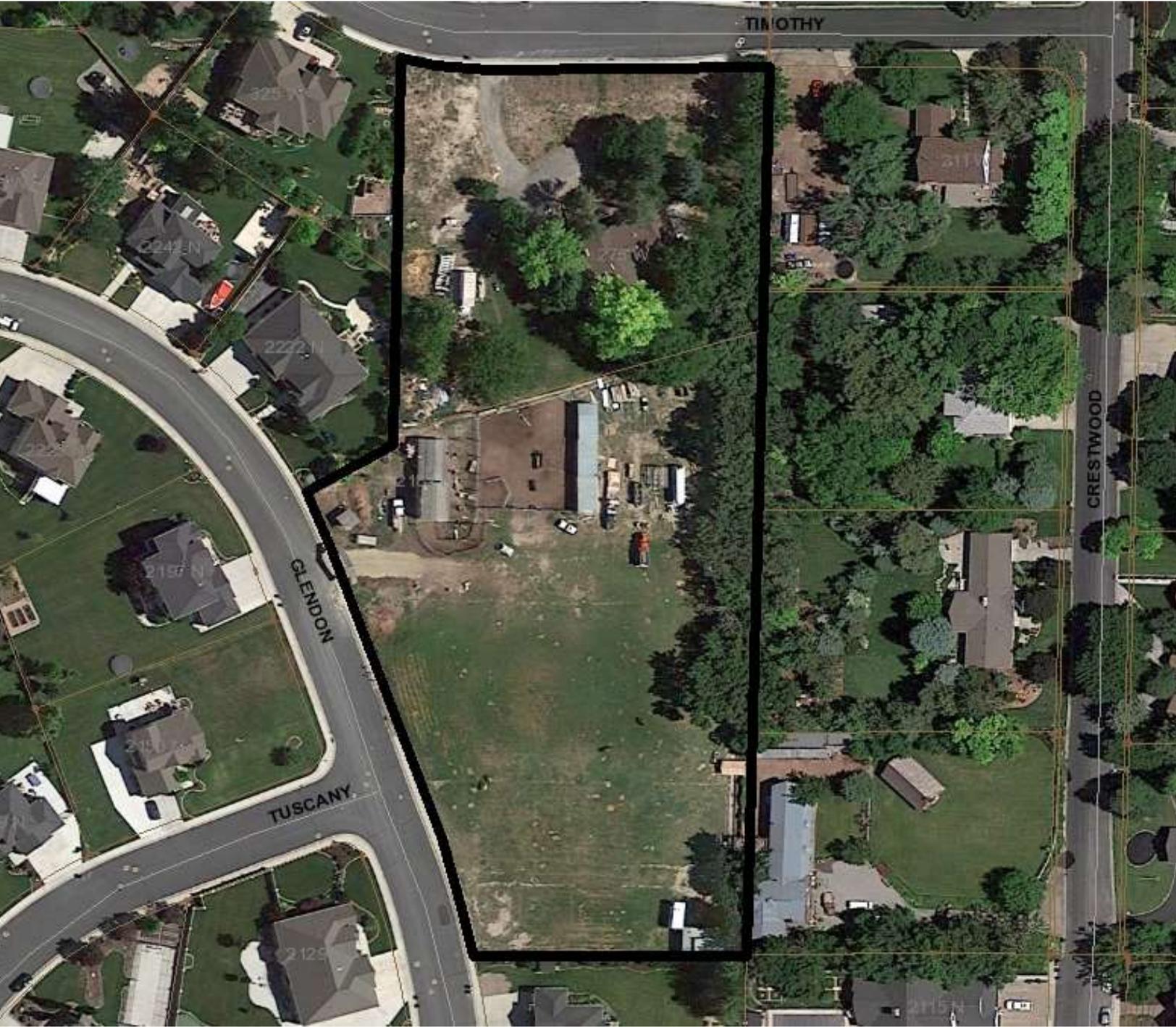
1. List reasons for tabling the item, and what is to be accomplished prior to the next meeting date...

DENIAL

"I move the City Council deny the request of Enrique and Elida Escobido for a 3-lot final plat called Malia's Estates Plat A on property at approximately 273 West 2300 North, in the R1-20 (Single Family Residential) Zone and R-R (Rural Residential) Zone, based on the following findings:"

1. List findings for denial...

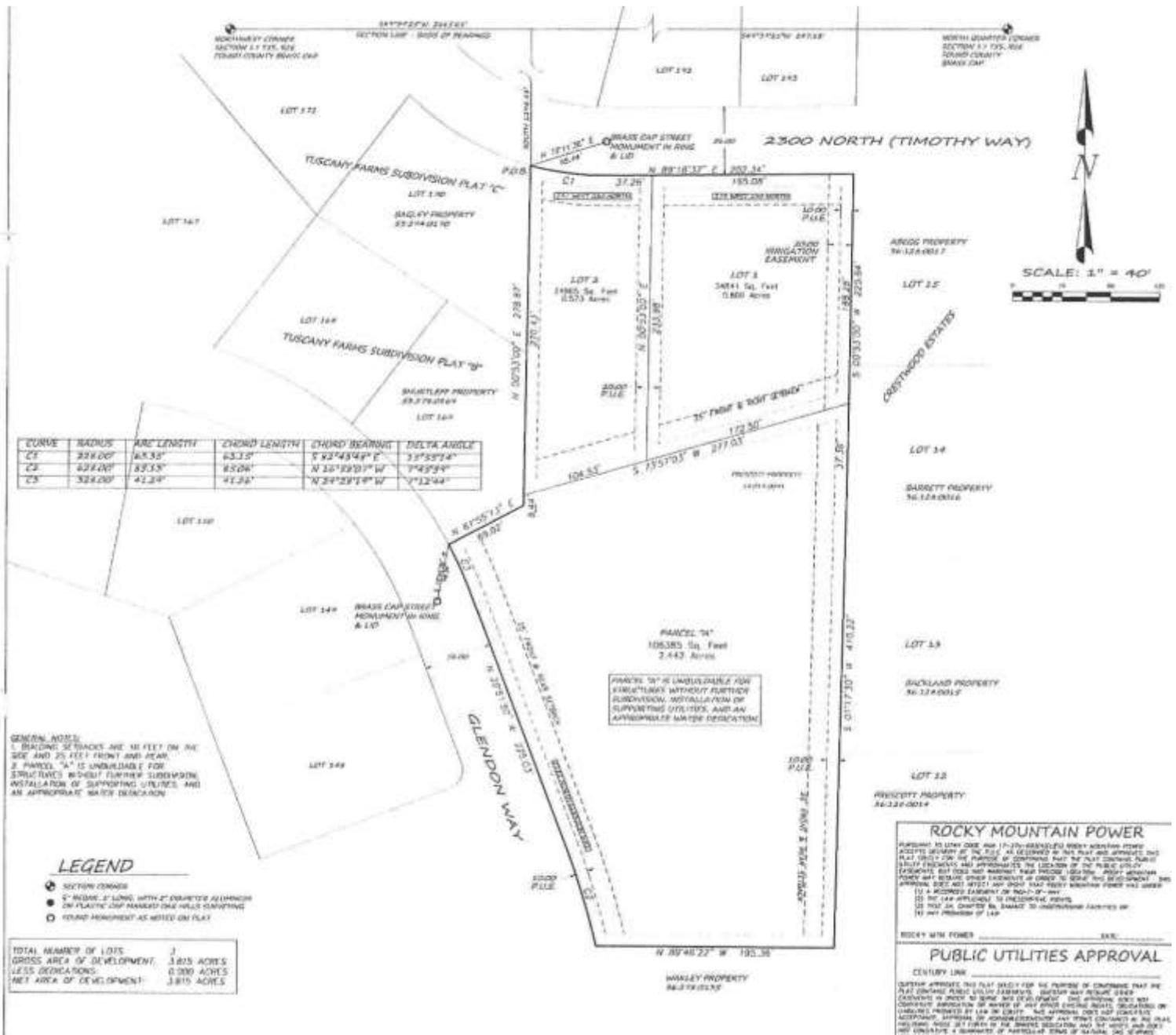
PROPERTY AERIAL PHOTO



PROPERTY ZONING MAP



FINAL PLAT



DISCUSSION

REQUEST Request to the City's Flag Lot Code for proposed development

APPLICANT Kevin Peterson

ATTACHMENTS Flag Lot Code

Background

Last March, the City Council approved a request by Kevin Peterson to amend City Code section 11-3-4 to allow for temporary accesses to subdivisions where standard access cannot reasonably be achieved. Verbiage was drafted so that under limited circumstances, including those that pertain to the Peterson's property, temporary access would be allowed for a development that in the future would be accessed through standard city streets.

Mr. Peterson has since determined that this new code has not provided his family sufficient opportunity to develop their land, and would prefer to create a flag lot development. His flag lot proposal does not currently meet City Code.

After introducing his concerns to the City Council last month, Kevin has met with staff and the Planning Commission to determine the best approach for amending the code to allow for his proposal. The Planning Commission determined in their March 10th meeting that his proposal did not meet current code, but that a proposal to amend the code which would not deter from its purpose and intent would be something to consider.

Since the proposal affects the fundamental purpose of the flag lot code, City Attorney Tina Petersen recommended that a policy discussion be held with the City Council before a proposed text amendment application moves forward, to determine whether there is interest in amending the code to open more opportunities in the community for flag lot development.

Analysis

The following points were discussed with Mr. Peterson and City Attorney Tina Petersen in preparation for this discussion.

1. The flag lot code and its intent should be reviewed by the Council to determine whether there is room for considering any amendments or exceptions.
2. The intent and purpose of the flag lot ordinance is to limit such development in the community, permitted only in the historical areas of the city, and that standard road development is to be required wherever possible.
3. New City Code language for an exception that might allow for Mr. Peterson's proposed flag lot development and other similar situations should be very restrictive so that the intent of the ordinance is maintained, and not open the door for flag lots throughout the community. To

that end, the following restrictions could be considered if the Council is interested in looking at an exception:

- a. Applicable on properties outside of the historical area of the community.
- b. Restricted to parcels / lots that are landlocked,
- c. Not include previously platted lots,
- d. Require the removal of an existing home in order to be developed with standard public streets,
- e. Include some type of unique topographical or geographical feature on the property,
- f. Require preservation of the unique features by easement, and
- g. Require an additional 5 feet of width to the minimum 25-foot wide flag lot stem for each additional lot created beyond the first lot.

Section 10-15-14: FLAG LOTS:

- A. Purpose: To facilitate the best use of interior areas of existing parcels which are no longer used for agriculture, the city may allow the use of flag lots. Flag lots may permit development of the interior of narrow, deep parcels not otherwise accessible using residential street standards. It is not the intent or purpose of this section to encourage odd shaped lots or the inclusion of flag lots in proposed new residential subdivisions merely to maximize the number of lots within the subdivision. Flag lots will be allowed only when it is impossible or impractical to develop interior areas using normal subdivision standards for public streets either at the time of the application or in the foreseeable future.
- B. Historical Background: City blocks were historically laid out in narrow, deep lots suited to resident agricultural uses. The interior portions of such lots are often without street frontage and are effectively landlocked from any use different from the historical agricultural use.
- C. Definitions (Applicable To This Section):

COMMON STEM: A stem which provides access for two (2) or more adjoining flag lots that do not have standard minimum frontage on a public street. A common stem is not to be included in the calculation of the area of a flag lot.

COMMON STEM FLAG LOT: A standard shaped lot that is separate, but adjacent to the common stem drive, and still meets the requirements for lot area and width for the zone.

CUL-DE-SAC LOT: A residential lot which: 1) meets or exceeds the minimum area and street frontage requirements of the zone; and 2) achieves the minimum lot width requirement of the zone at a point fifty feet (50') back from the public right of way.

FLAG: The generally wide portion of a flag lot comprising the buildable area of the lot.

GROSS AREA: The entire land area of a flag lot, including the area of the stem or common stem.

NET AREA: The gross area of a "flag lot" minus the area of the "stem" or common stem.

PRIVATE STEM FLAG LOT: A panhandle shaped lot which is comprised of a "flag" and a "stem" where the lot does not have standard minimum frontage on a public street, and where access to the public street is limited to a narrow, private right of way (stem).

STANDARD LOT: A residential lot which: 1) meets or exceeds the minimum lot area and lot width requirements of the zone; 2) provides street frontage equal to eighty percent (80%) or more of the minimum lot width requirement of the zone; and 3) achieves the minimum lot width requirement of the zone at the minimum required distance of fifty feet (50') from the public right of way.

STEM: The narrow, private right of way portion of a "private stem flag lot" providing access to the "flag".

D. Approval Required: Flag lot developments may be permitted only after review and approval of the final plat, and vicinity plan by the city council, along with the submission of the bond, and recording of the Mylar.

E. Vicinity Plan Required: A vicinity plan is required showing the location of all existing buildings, property lines, utility lines, watercourses, and existing and proposed public roads in the area. The vicinity plan must be complete, drawn to scale, and submitted with the preliminary plat application in advance of the planning commission meeting where the preliminary plat application is to be considered.

F. Nonconforming Remnant Parcels Not Allowed: The creation of a flag lot may not result in a remnant parcel which does not satisfy the lot standards of the zone. Nonconforming remnant parcels (remaining after a flag lot is subdivided) must be added to the adjacent lots by means of a plat amendment which must be processed with the flag lot application.

G. Stem And Common Stem Development Standards:

1. Minimum Width: Twenty five feet (25').
2. Minimum Length: The minimum lot width for the zone.
3. Maximum Length: Three hundred feet (300').
4. Minimum Curve Radius: One hundred feet (100').
5. Maximum Flag Lots Served By A Stem: One.
6. Maximum Flag Lots Served By A Common Stem: Three (3) and five (5) for common stems that abut a collector or arterial street.
7. Minimum Frontage On A Public Street: Twenty five feet (25').
8. Minimum Pavement Width: Twenty feet (20').
9. Surfacing Standard: Entire driveway shall be surfaced with either asphalt or concrete adequate to support the weight of a fire apparatus (H-20 standard).

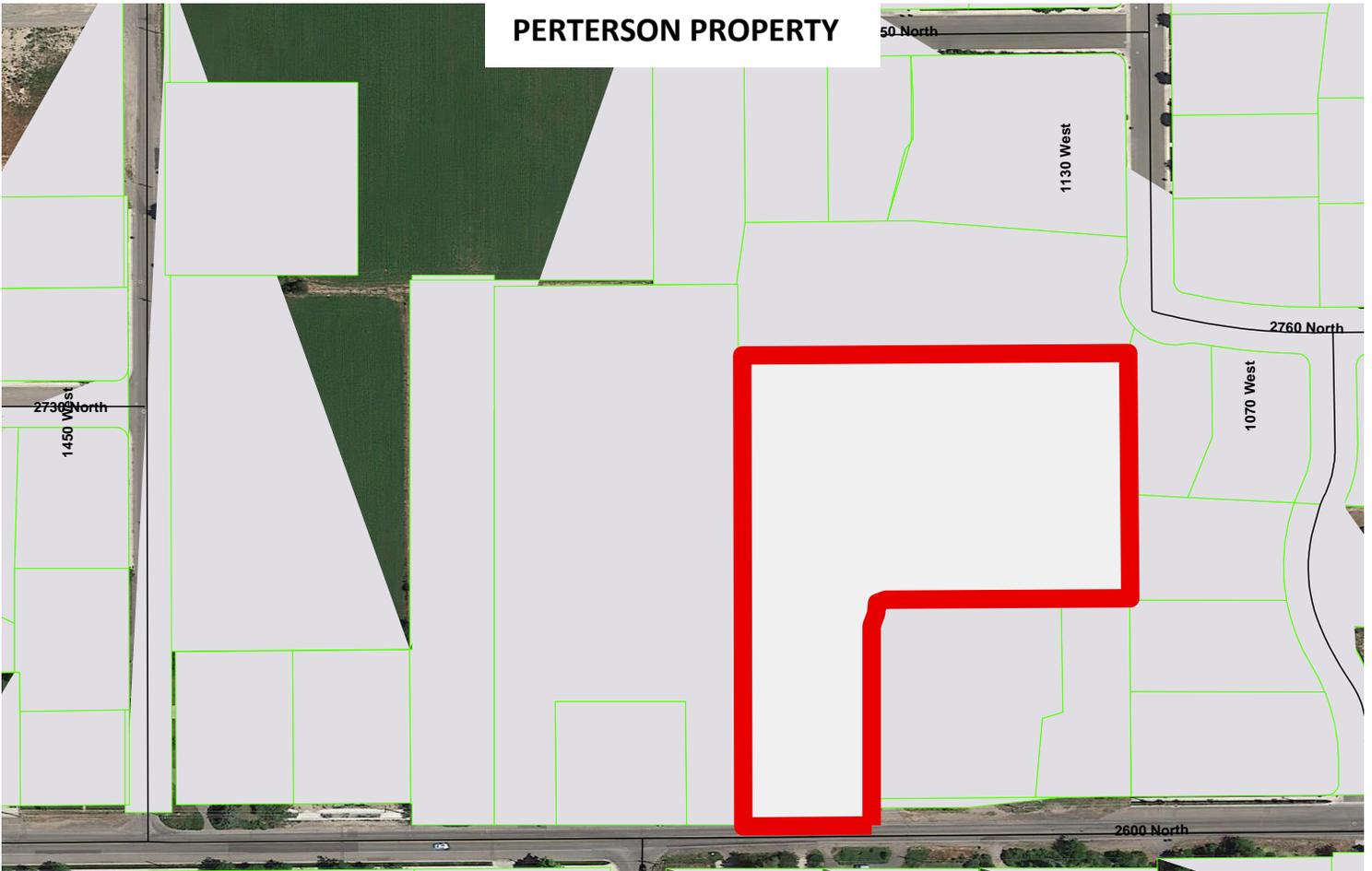
H. Stem And Common Stem Requirements And Details:

1. A common stem and a common driveway shall be used to serve adjoining flag lots. Up to five (5) flags may be served from a common stem, only in the event that a common stem abuts a city collector or arterial street, the first two (2) lots on either side of the stem, that also face the collector or arterial, must be designed to access the common stem.

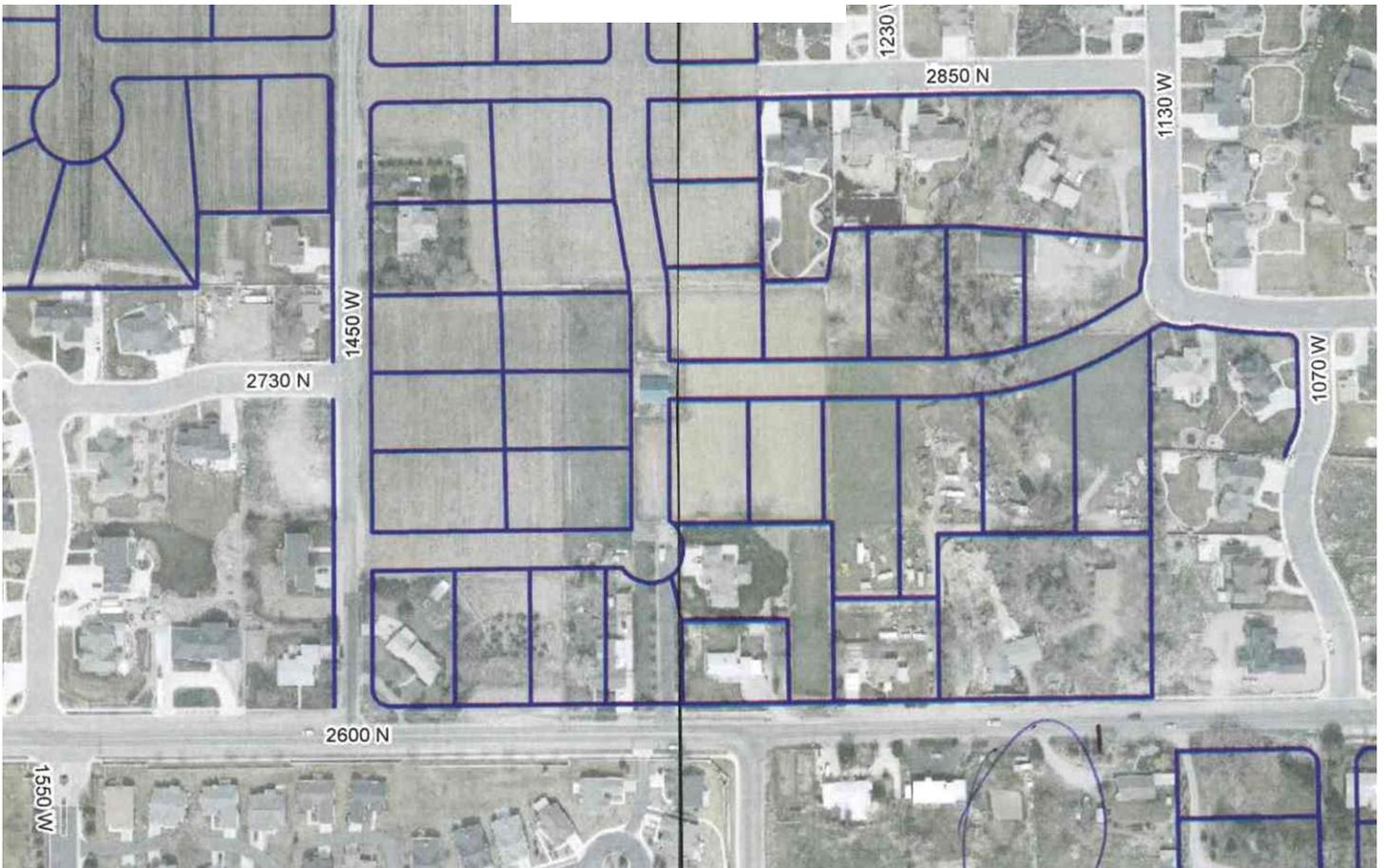
2. The entire stem and common stem shall be dedicated as a public utility, sewer and right of way easement.
 3. A paved or all weather, hard surfaced area must be provided as determined by the fire chief on each flag for the turnaround accommodation of emergency vehicles. The stem or common stem may be included as part of the necessary turnaround area.
 4. A flag lot stem may not extend from a cul-de-sac bulb or from a temporary turnaround at the end of a temporary dead end street.
 5. No accessory building is allowed on any portion of a stem or common stem.
 6. The portion of a stem or common stem not hard surfaced shall be landscaped. Landscaping shall not hinder safe vehicular line of sight.
- I. Of Street Parking Required: Each dwelling lot shall provide at least four (4) hard surfaced parking spaces, two (2) of which shall be covered with a garage or carport. No parking is permitted in the stem or common stem.
- J. Fire Protection Required: Every flag lot residence must be within two hundred twenty five feet (225') of a fire hydrant (measured along the stem/common stem and public street). All fire hydrants and supply lines must satisfy the international fire code.
- K. Utility Service Connections: Each flag lot requires individual utility lines and meters. The maintenance and service of utility lines outside of the public street is the responsibility of the flag lot owner.
- L. Garbage Collection: Garbage collection will be provided only at the street curb.
- M. Covenants, Conditions And Restrictions (CC&Rs) Required: Common stem flag lots require CC&Rs to be recorded with the Utah County recorder prior to any building permit being issued. The document must establish CC&Rs for maintaining driveways and utility lines, and any other CC&Rs that will run with the land.
- N. Setbacks: The required setbacks shall match the setback requirement for the zone, as is required for all standard subdivisions. (Ord. 2009-10, 5-19-2009)
- O. Half Cul-De-Sac: In cases where the right of way needed for the full street width (right of way to right of way) of a cul-de-sac street cannot be obtained after a reasonable, good faith effort on the part of an applicant, the city council may approve a half cul-de-sac that serves temporarily as a flag lot, subject to the following criteria:
1. The applicant shall provide evidence of the effort to obtain the right of way for a full cul-de-sac.
 2. The subject property is identified on the Pleasant Grove City vicinity plans as a location for a future cul-de-sac that has development potential as a half cul-de-sac.

3. The half cul-de-sac shall be built to the street standards in section [11-3-4](#) of this code, with the exception of partial street width. The maximum width possible shall be provided, however in no case shall the portion of roadway acting as a flag lot stem provide less than twenty eight feet (28') of street improvements.
4. The half cul-de-sac shall be built to provide sufficient turnaround for emergency vehicles.
5. Additional requirements may be made by the city engineer and public works director with regard to the pavement, parking, or other issues on any half cul-de-sac street related to safety issues and other city street standards.
6. A homeowners' association shall be established having covenants and restrictions that are recorded and filed with the city regarding the shared responsibility of property owners to maintain the half cul-de-sac street to city standards until such time that the full cul-de-sac is completed and dedicated to the city.
7. As a condition of approval, all property owners having access to the half cul-de-sac will be required to dedicate the right of way when the full cul-de-sac is completed. (Ord. 2014-25, 7-1-2014)

PERTERSON PROPERTY



CITY VICINITY MAP



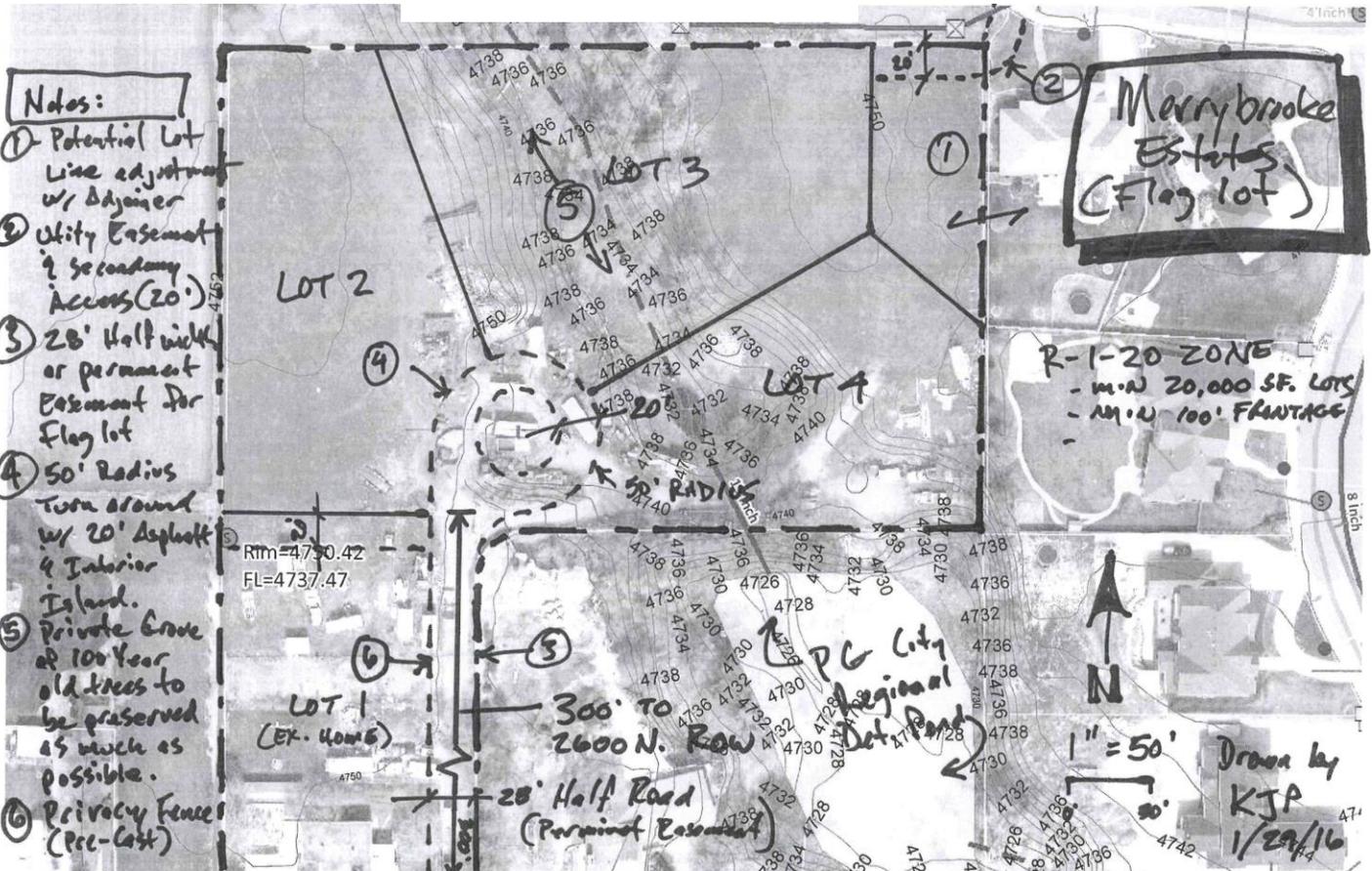
TEMPORARY ACCESS PROPOSAL



NOTES:

- 1) Preserved Grove of 40-50 TALL COTTONWOODS
- 2) OPEN SPACE EXPANSION OF DETENTION POND AND SHARED PRIVATE PARK
- 3) CUL-DE-SAC PLACED LOW w/ SD INLET DISCHARGING TO POND
- 4) PRIVATE WATERWAY AND PART OF EASEMENT
- 5) BUILDING ENVELOPE FRONT SETBACK 30' SIDE SETBACK 10' REAR SETBACK 25'
- 6) EXISTING UNDERGROUND UTILITIES w/ EASEMENT
- 7) TEMPORARY ACCESS IS 25' WIDE AND LESS THAN 200'. WILL BE TAVED 14/20 ASPHALT
- 8) ALL LOTS EXCEED 21,780 S.F.
- 9) MASS EXCAVATE AND OPEN DETENTION POND FOOTPRINT w/ SHARED USE IMPROVEMENTS
- 10) MASONRY BRIDGE w/ RESTRICTION UNDER NORTH

NEW FLAG LOT PROPOSAL



Notes:

- 1) Potential Lot Line adjustment w/ Adjainer
- 2) Utility Easement & Secondary Access (20')
- 3) 28' Half width or permanent Easement for Flag lot
- 4) 50' Radius Turn around w/ 20' Asphalt & Interior Island.
- 5) Private Grove of 100 Year old trees to be preserved as much as possible.
- 6) Privacy Fence (Pre-Cast)

Marrybrooke Estates (Flag lot)

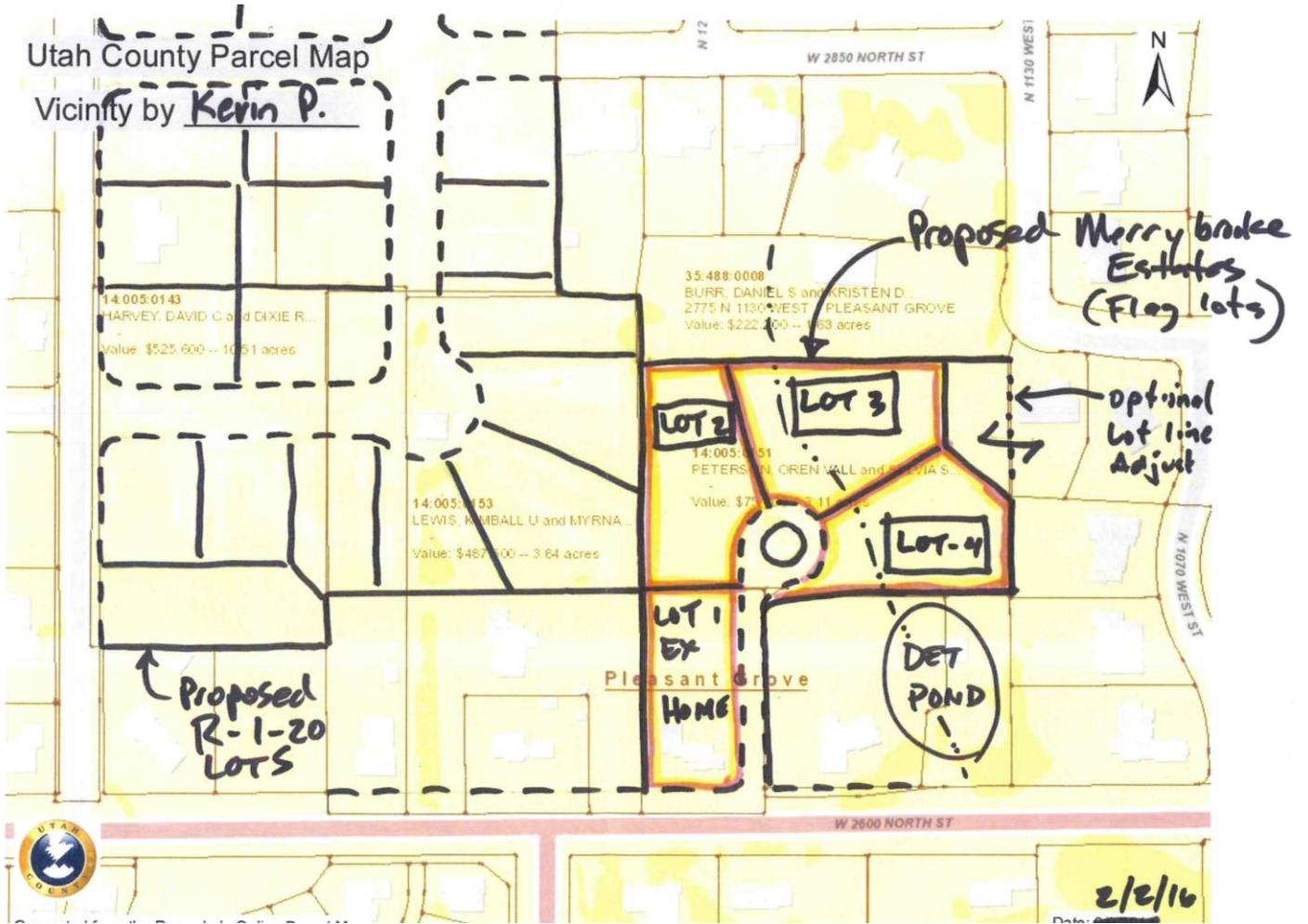
R-1-20 ZONE
 - MIN. 20,000 SF. LOTS
 - MIN. 100' FRONTAGE



1" = 50'

Drawn by
KJP
 1/29/16

PROPOSAL WITH VICINITY MAP



2016

MARCH

SUN	MON	TUE	WED	THU	FRI	SAT
28	29	1 Neighborhood Meeting 5:30 p.m. City Council Meeting 6:00 p.m.	2 Curbside recycle pickup North Route Public Safety Building Committee Meeting 7:00 p.m.	3 Chamber Monthly Meeting 12:00 p.m.	4	5
6	7	8 City Council Work Session Meeting 6:00 p.m.	9 Curbside recycle pickup South Route	10 Planning Commission 7:00 p.m.	11	12
13 Daylight Saving Time Begins 	14	15 Neighborhood Meeting 5:30 p.m. City Council Meeting 6:00 p.m.	16 Curbside recycle pickup North Route Public Safety Building Committee Meeting 7:00 p.m.	17 ST. Patricks Day 	18	19 Miss Pleasant Grove Pageant
20 Spring Begins 	21	22 Utah Caucuss Night	23 Curbside recycle pickup South Route	24 Planning Commission 7:00 p.m.	25	26
27 Easter 	28	29 Joint City Council and Planning Commission Meeting 6:00 p.m	30 Curbside recycle pickup North Route Public Safety Building Committee Meeting 7:00 p.m.	31	1	2
3	4	Department Staff Meetings Administrative Services: 1st and 3rd Wed at 9:00 a.m. Community Development: Wednesdays at 7:30 a.m. Department Heads: Tuesday at 2:00 p.m. Fire/EMS: 1st Wednesday of the month at 7:00 a.m. Library: 1st Friday of the month Parks: Tuesday at 7:00 a.m. Recreation: Monday at 4:00 p.m. Public Safety: 1st Friday of the month at 7:00 a.m. Public Works: Wednesday at 6:30 a.m.				

2016

APRIL

SUN	MON	TUE	WED	THU	FRI	SAT
27	28	29	30	31	1 	2
3	4	5 City Council Meeting is cancelled	6 Curbside recycle pickup South Route	7 Chamber Monthly Meeting 12:00 p.m.	8	9
10	11 	12 City Council Work Session Meeting 6:00 p.m.	13 Curbside recycle pickup North Route Public Safety Building Committee Meeting 7:00 p.m.	14 Planning Commission 7:00 p.m.	15	16
17	18	19 Neighborhood Meeting 5:30 p.m. City Council Meeting 6:00 p.m.	20 Curbside recycle pickup South Route	21 	22	23
24	25	26 No City Council Meeting scheduled	27 Curbside recycle pickup North Route Public Safety Building Committee Meeting 7:00 p.m.	28 Planning Commission 7:00 p.m.	29	30
1	2	Department Staff Meetings Administrative Services: 1st and 3rd Wed at 9:00 a.m. Community Development: Wednesdays at 7:30 a.m. Department Heads: Tuesday at 2:00 p.m. Fire/EMS: 1st Wednesday of the month at 7:00 a.m. Library: 1st Friday of the month Parks: Tuesday at 7:00 a.m. Recreation: Monday at 4:00 p.m. Public Safety: 1st Friday of the month at 7:00 a.m. Public Works: Wednesday at 6:30 a.m.				



NOTICE OF CANCELED MEETING

OF THE

PLEASANT GROVE CITY COUNCIL

Notice is hereby given that the scheduled April 5, 2016 Pleasant Grove City Council meeting has been canceled.

CERTIFICATE OF POSTING:

I certify that the above notice was posted in three public places within the Pleasant Grove City limits and on the State (<http://pmn.utah.gov>) and City Websites (www.plgrove.org).

Posted by: /s/ Kathy T. Kresser, City Recorder

Date: March 29, 2016

Time: 5:00 p.m.

Place: City Hall, Library and Community Development Building

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount
10-13100	GENERAL FUND - ACCTS REC.- CITY EMPLOYEES						
	7505	SKAGGS COMPANIES, INC.	PD/PERSONAL SUPPLIES	2625143		02/09/2016	126.98
	7505	SKAGGS COMPANIES, INC.	PD/PERSONAL SUPPLIES	2625144		02/09/2016	95.98
	7505	SKAGGS COMPANIES, INC.	PD/PERSONAL SUPPLIES	2635172		03/01/2016	202.16
	7505	SKAGGS COMPANIES, INC.	PD/PERSONAL SUPPLIES	2637002		03/03/2016	13.98
	7505	SKAGGS COMPANIES, INC.	PD/PERSONAL SUPPLIES	2637005		03/03/2016	13.83
	7505	SKAGGS COMPANIES, INC.	PD/PERSONAL SUPPLIES	2637010		03/03/2016	141.78
	7505	SKAGGS COMPANIES, INC.	PD/PERSONAL SUPPLIES	2637016		03/03/2016	112.99
	7505	SKAGGS COMPANIES, INC.	PD/PERSONAL SUPPLIES	2642956		03/16/2016	64.00
	7505	SKAGGS COMPANIES, INC.	PD/PERSONAL SUPPLIES	2644074		03/17/2016	62.99
	7505	SKAGGS COMPANIES, INC.	PD/PERSONAL SUPPLIES	2644076		03/17/2016	100.98
	9131	VERIZON WIRELESS	PD/PERSONAL SUPPLIES	03012016		03/01/2016	100.00
							1,035.67
10-15800	GENERAL FUND - SUSPENSE						
	1980	CONTRACTORS HEATING/COOLING	BUILDING MAINTENANCE SUPPLIES	101735922001		03/15/2016	18.04
	1980	CONTRACTORS HEATING/COOLING	BUILDING MAINTENANCE SUPPLIES	101737611001		03/16/2016	18.04
							.00
10-15850	GENERAL FUND - POLICE WARRANT CLEARING						
	4818	LINDON JUSTICE COURT	WARRANT CLEARING	03172016		03/17/2016	860.00
	5842	OREM JUSTICE COURT	WARRANT CLEARING	2048131		03/15/2016	175.00
	5842	OREM JUSTICE COURT	WARRANT CLEARING	2053957		03/15/2016	175.00
							1,210.00
10-21230	GENERAL FUND - STATE INSURANCE PAYABLE						
	8954	UTAH LOCAL GOVT. INS. TRUST	WORKERS COMP	1523643		03/14/2016	10,270.41
10-22390	GENERAL FUND - LEGAL SHIELD						
	4729	PRE-PAID LEGAL SERVICES, INC.	LEGAL SERVICE FOR PD OFFICERS	02232016		02/23/2016	62.85
10-24250	GENERAL FUND - DUE PG FIRE DEPT ASSOCIATION						
	5033	MACEYS	FIRE ASSOC/SUPPLIES	24886		03/14/2016	132.98
10-24350	GENERAL FUND - SENIOR CITIZEN CLEARING						
	5478	MOUNTAINLAND ASSOCIATION	SR.CNTR/ENSURE	02292016		02/29/2016	360.00
	5478	MOUNTAINLAND ASSOCIATION	SR. CNTR/MEALS	02292016		02/29/2016	1,259.00
							1,619.00
10-42-240	GENERAL FUND - JUDICIAL - OFFICE EXPENSE						
	2122	CULLIGAN BOTTLED WATER	JUDICIAL/DRINKING WATER	65X04281004		02/29/2016	27.20
10-42-330	GENERAL FUND - JUDICIAL - PROFESSIONAL SERVICES						
	222	ALL PRO SECURITY LLC	JUDICIAL/CONSTABLES	2016-144		03/02/2016	429.00
Total JUDICIAL							456.20
10-43-350	GENERAL FUND - NON-DEPARTMENTAL - FOX HOLLOW CONTRIBUTION						
	3055	FOX HOLLOW GOLF CLUB	SPRING 2016 BOND PAYMENT	114		03/17/2016	45,000.00
10-43-510	GENERAL FUND - NON-DEPARTMENTAL - INSURANCE & BONDS						
	8954	UTAH LOCAL GOVT. INS. TRUST	AUTO PD ENDORSEMENT	1523642		03/14/2016	120.13
Total NON-DEPARTMENTAL							45,120.13
10-46-240	GENERAL FUND - ADMINISTRATIVE SERVICES - OFFICE EXPENSE						
	5730	OFFICE DEPOT, INC.	ADM/OFFICE SUPPLIES	128332610001		03/08/2016	47.48
	7450	SHRED-IT USA LLC	ADM/SHREDDING OF DOCUMENTS	9409753900		03/09/2016	63.73

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount
	9265	WASATCH INTERGRATED WASTE	ADM/RECORD DESTRUCTION	26506		02/29/2016	115.70
							226.91
Total ADMINISTRATIVE SERVICES							226.91
10-47-250	GENERAL FUND - FACILITIES - VEHICLE						
	7925	STATE OF UTAH GASCARD	MULTI DEPT VEHICLE FUEL EXPENSE	03232016		03/23/2016	69.63
10-47-510	GENERAL FUND - FACILITIES - CITY HALL - HEATING EXPENSE						
	6672	QUESTAR GAS	MULTI DEPT/HEATING EXPENSE	03232016		03/23/2016	95.34
10-47-530	GENERAL FUND - FACILITIES - CITY HALL - BLDG MAINTENANCE						
	813	BATTERIES PLUS BULBS #357	BUILDING MAINTENANCE	357-324207		03/03/2016	25.90
	1980	CONTRACTORS HEATING/COOLING	BUILDING MAINTENANCE SUPPLIES	101735922001		03/15/2016	18.00
	8678	UNIFIRST CORPORATION	RUG CLEANING	0222016		02/22/2016	156.50
							200.40
10-47-540	GENERAL FUND - FACILITIES - CITY HALL - PD BLDG MAINTENANC						
	1980	CONTRACTORS HEATING/COOLING	BUILDING MAINTENANCE SUPPLIES	101735922001		03/15/2016	68.18
	4720	LEE EDWARDS PLUMBING	PD/BUILDING MAINTENANCE	1667		03/04/2016	168.00
	8023	SUBURBAN PROPANE, L.P.	PD/TANK RENTAL	62531		03/14/2016	51.00
	8678	UNIFIRST CORPORATION	RUG CLEANING	0222016		02/22/2016	130.35
							417.53
10-47-560	GENERAL FUND - FACILITIES - PARKS - BUILDING MAINTENANCE						
	970	BJ PLUMBING SUPPLY	BUILDING MAINTENANCE	643756		03/07/2016	23.72
	2675	ELECTRICAL WHOLESALE SUPPLY	BUILDING MAINTENANCE SUPPLIES	910900585		03/10/2016	325.72
							349.44
10-47-570	GENERAL FUND - FACILITIES - COMM DEV - BLDG MAINTENANCE						
	1980	CONTRACTORS HEATING/COOLING	BUILDING MAINTENANCE SUPPLIES	101735922001		03/15/2016	10.80
10-47-580	GENERAL FUND - FACILITIES - OLD BELL SCHOOL - HEATING						
	6672	QUESTAR GAS	MULTI DEPT/HEATING EXPENSE	03232016		03/23/2016	228.99
10-47-600	GENERAL FUND - FACILITIES - COMMUNITY CNTR - HEATING						
	6672	QUESTAR GAS	MULTI DEPT/HEATING EXPENSE	03232016		03/23/2016	348.86
	6672	QUESTAR GAS	MULTI DEPT/HEATING EXPENSE	03232016		03/23/2016	124.52
	6672	QUESTAR GAS	MULTI DEPT/HEATING EXPENSE	03232016		03/23/2016	770.36
							1,243.74
10-47-640	GENERAL FUND - FACILITIES - FIRE/AMBULANCE - HEATING						
	6672	QUESTAR GAS	MULTI DEPT/HEATING EXPENSE	03232016		03/23/2016	755.13
10-47-660	GENERAL FUND - FACILITIES - FIRE/AMBULANCE - BLDG MAINT						
	970	BJ PLUMBING SUPPLY	BUILDING MAINTENANCE	643756		03/07/2016	69.77
	970	BJ PLUMBING SUPPLY	BUILDING MAINTENANCE	643813		03/07/2016	17.23
	8678	UNIFIRST CORPORATION	RUG CLEANING	0222016		02/22/2016	45.00
							132.00
10-47-680	GENERAL FUND - FACILITIES - CEMETERY BLDG - HEATING						
	6672	QUESTAR GAS	MULTI DEPT/HEATING EXPENSE	03232016		03/23/2016	270.60
10-47-700	GENERAL FUND - FACILITIES - CEMETERY BLDG - BLDG MAINT						
	8678	UNIFIRST CORPORATION	RUG CLEANING	0222016		02/22/2016	91.05
10-47-710	GENERAL FUND - FACILITIES - LIBRARY/SENIOR - HEATING						
	6672	QUESTAR GAS	MULTI DEPT/HEATING EXPENSE	03232016		03/23/2016	317.43
10-47-720	GENERAL FUND - FACILITIES - LIBRARY/SENIOR - POWER						
	2676	ELECTRO SYSTEMS CORP.	RETRO FIT PAYMENT FOR LIB LIGHTIN	03152016		03/15/2016	400.00

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount
10-47-730	GENERAL FUND - FACILITIES - LIBRARY/SENIOR - BLDG MAINT						
	1980 CONTRACTORS HEATING/COOLING	BUILDING MAINTENANCE SUPPLIES	101735922001		03/15/2016	102.67	
	8678 UNIFIRST CORPORATION	RUG CLEANING	0222016		02/22/2016	109.00	
						211.67	
10-47-750	GENERAL FUND - FACILITIES - PUMP HOUSE - HEATING						
	6672 QUESTAR GAS	MULTI DEPT/HEATING EXPENSE	03232016		03/23/2016	160.85	
10-47-760	GENERAL FUND - FACILITIES - PUBLIC WORKS - HEATING						
	6672 QUESTAR GAS	MULTI DEPT/HEATING EXPENSE	03232016		03/23/2016	1,878.11	
10-47-790	GENERAL FUND - FACILITIES - RENTAL PROPERTY EXPENSES						
	6672 QUESTAR GAS	MULTI DEPT/HEATING EXPENSE	03232016		03/23/2016	228.77	
	6672 QUESTAR GAS	MULTI DEPT/HEATING EXPENSE	03232016		03/23/2016	8.06	
	6672 QUESTAR GAS	MULTI DEPT/HEATING EXPENSE	03232016		03/23/2016	7.43	
						244.26	
10-47-800	GENERAL FUND - FACILITIES - GENERAL MAINTENANCE EXPENSES						
	2675 ELECTRICAL WHOLESALE SUPPLY	BUILDING MAINTENANCE SUPPLIES	910900585		03/10/2016	78.06	
10-47-810	GENERAL FUND - FACILITIES - SR CENTER - HEATING						
	6672 QUESTAR GAS	MULTI DEPT/HEATING EXPENSE	03232016		03/23/2016	215.46	
10-47-830	GENERAL FUND - FACILITIES - SR CENTER - BLDG MAINT						
	1980 CONTRACTORS HEATING/COOLING	BUILDING MAINTENANCE SUPPLIES	101735922001		03/15/2016	14.40	
	8678 UNIFIRST CORPORATION	RUG CLEANING	0222016		02/22/2016	75.00	
						89.40	
Total FACILITIES							7,459.89
10-51-250	GENERAL FUND - ENGINEERING - VEHICLE EXPENSE						
	7925 STATE OF UTAH GASCARD	MULTI DEPT VEHICLE FUEL EXPENSE	03232016		03/23/2016	51.87	
10-51-285	GENERAL FUND - ENGINEERING - CELLULAR SERVICES						
	9131 VERIZON WIRELESS	MULTI DEPT/CELL PHONE EXPENSE	03012016		03/01/2016	155.79	
10-51-332	GENERAL FUND - ENGINEERING - PROFESSIONAL SERVICES						
	3970 HORROCKS ENGINEERS, INC.	MULTI DEPT/ENGINEERING	39754		03/17/2016	4,301.70	
Total ENGINEERING							4,509.36
10-52-250	GENERAL FUND - COMMUNITY DEVELOPMENT - VEHICLE EXPENSE						
	7925 STATE OF UTAH GASCARD	MULTI DEPT VEHICLE FUEL EXPENSE	03232016		03/23/2016	126.41	
Total COMMUNITY DEVELOPMENT							126.41
10-54-240	GENERAL FUND - POLICE DEPARTMENT - OFFICE EXPENSE						
	990 BLUEFIN OFFICE GROUP	PD/OFFICE SUPPLIES	13158400		03/15/2016	104.38	
	990 BLUEFIN OFFICE GROUP	PD/OFFICE SUPPLIES	13158401		03/16/2016	27.51	
	990 BLUEFIN OFFICE GROUP	PD/OFFICE SUPPLIES	13159670		03/17/2016	55.98	
	2122 CULLIGAN BOTTLED WATER	PD/BOTTLED WATER	.65X04218907		02/29/2016	69.25	
	2122 CULLIGAN BOTTLED WATER	PD/BOTTLED WATER	.65X04229409		02/29/2016	29.50	

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount
							286.62
10-54-250	GENERAL FUND - POLICE DEPARTMENT - VEHICLE EXPENSE						
	3468 GREASE MONKEY #790		PD/VEHICLE MAINTENANCE	169706		03/09/2016	83.68
10-54-280	GENERAL FUND - POLICE DEPARTMENT - TELEPHONE EXPENSE						
	1517 CENTURYLINK		PD/LONG DISTANCE SERVICES	02232016		02/23/2016	13.85
10-54-285	GENERAL FUND - POLICE DEPARTMENT - CELLULAR SERVICES						
	9131 VERIZON WIRELESS		MULTI DEPT/CELL PHONE EXPENSE	03012016		03/01/2016	606.23
10-54-421	GENERAL FUND - POLICE DEPARTMENT - CROSSING GUARDS						
	7169 SAFETY SUPPLY & SIGN CO. INC.		PD/CROSSING GAURDS SUPPLIES	153066		03/17/2016	33.50
10-54-440	GENERAL FUND - POLICE DEPARTMENT - K9 SUPPLIES						
	8394 TIMPANOGOS ANIMAL HOSPITAL		PD/CANINE EXAM	120062		03/07/2016	93.14
10-54-450	GENERAL FUND - POLICE DEPARTMENT - RADIO SERVICE						
	3154 FREELINC		PD/WIRELESS HEADSETS	109868		03/04/2016	221.00
10-54-480	GENERAL FUND - POLICE DEPARTMENT - DEPARTMENTAL SUPPLIES						
	2432 DIGITAL-ALLY INC.		PD/DVM COMPLETE KIT &CAMERAS	1084095		03/04/2016	7,400.00
Total POLICE DEPARTMENT							8,738.02
10-55-250	GENERAL FUND - FIRE DEPARTMENT - VEHICLE EXPENSE						
	507 APPARATUS EQUIPMENT &		FIRE/VEHICLE REPAIR EXPENSE	10245		01/29/2016	451.55
	5833 O'REILLY AUTOMOTIVE INC.		FIRE/VEHICLE MAINTENANCE	3623486081		03/04/2016	23.68
	7122 R.P.M. AUTO PARTS		FIRE/VEHICLE EXPENSE	924947		03/09/2016	22.18
							497.41
10-55-280	GENERAL FUND - FIRE DEPARTMENT - TELEPHONE EXPENSE						
	9131 VERIZON WIRELESS		FIRE/CELL PHONE EXPENSE	9761405849		03/01/2016	957.27
10-55-300	GENERAL FUND - FIRE DEPARTMENT - UNIFORM EXPENSE						
	507 APPARATUS EQUIPMENT &		FIRE/EQUIPMENT	10274		02/08/2016	485.00
	507 APPARATUS EQUIPMENT &		FIRE/EQUIPMENT	10349		02/17/2016	235.00
							720.00
10-55-480	GENERAL FUND - FIRE DEPARTMENT - DEPARTMENTAL SUPPLIES						
	812 BATTERIES PLUS BULBS #848		FIRE/DEPARTMENTAL SUPPLIES	848-258046		03/02/2016	13.88
	2122 CULLIGAN BOTTLED WATER		FIRE/BOTTLED WATER	65X04288504		02/29/2016	78.70
	3841 HENRY SCHEIN INC.		FIRE/DEPARTMENTAL SUPPLIE	28491826		03/04/2016	572.42
	3841 HENRY SCHEIN INC.		FIRE/DEPARTMENTAL SUPPLIE	28502191		03/07/2016	56.25
	4019 HUMPHRIES, INC.		FIRE/DEPARTMENTAL SUPPLIES	1132623		02/23/2016	166.96
	5715 NORTH POINTE SOLID WASTE		FIRE/GARAGE DISPOSAL	02292016		02/29/2016	38.00
	7890 STAT MEDICAL SUPPLY CO.		FIRE/CREDIT-EXTENSION SET NEEDLI	89326		02/15/2016	225.00 -
							701.21
10-55-490	GENERAL FUND - FIRE DEPARTMENT - SCHOOLING AND TRAINING						
	5715 NORTH POINTE SOLID WASTE		FIRE/GARAGE DISPOSAL	02292016		02/29/2016	31.50
10-55-610	GENERAL FUND - FIRE DEPARTMENT - MISCELLANEOUS						
	5033 MACEYS		FIRE/ASSOC/SUPPLIES	27674		02/24/2016	215.90
10-55-760	GENERAL FUND - FIRE DEPARTMENT - TECHNOLOGY						
	8825 UTAH COMMUNICATIONS AUTHORITY		FIRE/MONTHLY RADIO SERVICES	58752		01/29/2016	837.00

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount
Total FIRE DEPARTMENT							3,960.29
10-57-250	GENERAL FUND - ANIMAL CONTROL - VEHICLE EXPENSE						
	2681	ELITE REPAIRS AND SPECIALIZED	PD/VEHICLE REPAIR LABOR	4950		03/14/2016	37.50
	2681	ELITE REPAIRS AND SPECIALIZED	PD/VEHICLE REPAIR PARTS	4950		03/14/2016	73.75
							111.25
10-57-300	GENERAL FUND - ANIMAL CONTROL - UNIFORM EXPENSE						
	7505	SKAGGS COMPANIES, INC.	ACO/BOOTS	2644087		03/17/2016	79.99
10-57-330	GENERAL FUND - ANIMAL CONTROL - CONTRACT SERVICES						
	5715	NORTH POINTE SOLID WASTE	ACO/ANIMAL DISPOSAL	02292016		02/29/2016	15.00
Total ANIMAL CONTROL							206.24
10-60-250	GENERAL FUND - STREETS - VEHICLE EXPENSE						
	672	AUTO FARM BUICK GMC	STR/VEHICLE REPAIR	6017391		01/25/2016	382.10
	672	AUTO FARM BUICK GMC	STR/VEHICLE REPAIR	60173911		01/25/2016	145.20
	672	AUTO FARM BUICK GMC	STR/VEHICLE REPAIR PARTS	60173911		01/25/2016	236.90
	5833	O'REILLY AUTOMOTIVE INC.	STR/VEHICLE MAINTENANCE	3623488448		03/18/2016	5.18
	7122	R.P.M. AUTO PARTS	STR/VEHICLE MAINTENANCE	735178		03/07/2016	19.96
	7122	R.P.M. AUTO PARTS	STR/VEHICLE MAINTENANCE	735814		03/09/2016	55.82
	7122	R.P.M. AUTO PARTS	STR/VEHICLE MAINTENANCE	735857		03/10/2016	3.38
	7498	SIX STATES DISTRIBUTORS, INC.	STR/VEHICLE EXPENSE	14334021		03/10/2016	13.17
	7925	STATE OF UTAH GASCARD	MULTI DEPT VEHICLE FUEL EXPENSE	03232016		03/23/2016	1,096.84
							1,958.55
10-60-280	GENERAL FUND - STREETS - TELEPHONE EXPENSE						
	5950	PAETEC	PUB WORKS/DSL LINE	59229793		03/08/2016	57.25
10-60-285	GENERAL FUND - STREETS - CELLULAR SERVICES						
	9131	VERIZON WIRELESS	MULTI DEPT/CELL PHONE EXPENSE	03012016		03/01/2016	52.89
10-60-420	GENERAL FUND - STREETS - SIDEWALKS						
	5188	METRO READY MIX	STR/DEPARTMENTAL SUPPLIES	127133		02/25/2016	440.00
10-60-480	GENERAL FUND - STREETS - DEPARTMENTAL SUPPLIES						
	5185	METALMART INC.	STR/DEPARTMENTAL SUPPLIES	477303		02/29/2016	396.68
	5833	O'REILLY AUTOMOTIVE INC.	STR/DEPARTMENTAL SUPPLIES	3623485771		03/02/2016	151.25
	5833	O'REILLY AUTOMOTIVE INC.	STR/DEPARTMENTAL SUPPLIES	3623487144		03/10/2016	18.47
	7420	SHIELD-SAFETY, LLC	STR/DEPARTMENTAL SUPPLIES	3306826		03/15/2016	95.45
	7568	SMART UTILITY SYSTEMS, INC.	MULTI DEPT/ANNUAL USER LICENSE F	6324		03/07/2016	4,000.00
	8709	UNITED STATES WELDING INC.	STR/DEPARTMENTAL SUPPLIES	5234923		02/29/2016	22.05
	9423	WESTROC INC.	STR/DEPARTMENTAL SUPPLIES	256875		03/16/2016	84.04
							4,767.94
10-60-485	GENERAL FUND - STREETS - TREE MAINTENANCE						
	7568	SMART UTILITY SYSTEMS, INC.	MULTI DEPT/ANNUAL USER LICENSE F	6324		03/07/2016	1,940.00
10-60-610	GENERAL FUND - STREETS - MISCELLANEOUS EXPENSE						
	7175	SAGE DESIGNS	STR/T-SHIRTS	4339		03/04/2016	239.25
Total STREETS							9,455.88

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount
10-65-240	GENERAL FUND - LIBRARY - OFFICE EXPENSE						
	5609	NEOPOST USA INC.	LIB/OFFICE EXPENSE	150609		02/29/2016	124.98
	6203	PETTY CASH-TREASURER	LIB/ASSORTED EXPENSES	03142016		03/14/2016	14.74
							139.72
10-65-280	GENERAL FUND - LIBRARY - TELEPHONE EXPENSE						
	1905	COMCAST CABLE	LIB/INTERNET SERVICES	03132016		03/13/2016	70.24
10-65-420	GENERAL FUND - LIBRARY - CHILDRENS PROGRAMING						
	6203	PETTY CASH-TREASURER	LIB/ASSORTED EXPENSES	03142016		03/14/2016	63.26
10-65-480	GENERAL FUND - LIBRARY - BOOKS						
	307	AMAZON	LIB/BOOKS	03032016		03/03/2016	276.18
	3191	GALE	LIB/BOOKS	57685991		03/03/2016	66.47
	3191	GALE	LIB/BOOKS	57686857		03/03/2016	74.72
	4159	INGRAM LIBRARY SERVICES	LIB/BOOKS	52193599		03/07/2016	88.23
	4159	INGRAM LIBRARY SERVICES	LIB/BOOKS	92138260		03/02/2016	46.65
	4159	INGRAM LIBRARY SERVICES	LIB/BOOKS	92155618		03/03/2016	32.14
	4159	INGRAM LIBRARY SERVICES	LIB/BOOKS	92158908		03/03/2016	167.75
	4159	INGRAM LIBRARY SERVICES	LIB/BOOKS	92178868		03/06/2016	63.09
	4159	INGRAM LIBRARY SERVICES	LIB/BOOKS	92193598		03/07/2016	250.54
	4159	INGRAM LIBRARY SERVICES	LIB/BOOKS	92212855		03/08/2016	517.04
	6203	PETTY CASH-TREASURER	LIB/ASSORTED EXPENSES	03142016		03/14/2016	21.00
							1,603.81
10-65-485	GENERAL FUND - LIBRARY - AUDIO/VISUAL MATERIALS						
	307	AMAZON	LIB/BOOKS	03032016		03/03/2016	115.53
	6791	RECORDED BOOKS, INC.	LIB/ BOOKS ON CD	75293865		02/26/2016	228.79
	6791	RECORDED BOOKS, INC.	LIB/ BOOKS ON CD	75299626		03/07/2016	36.54
	6791	RECORDED BOOKS, INC.	LIB/ BOOKS ON CD	75300615		03/08/2016	93.44
	6791	RECORDED BOOKS, INC.	LIB/ BOOKS ON CD	75301254		03/09/2016	152.94
							627.24
10-65-760	GENERAL FUND - LIBRARY - TECHNOLOGY						
	8995	UTAH STATE LIBRARY	LIB/CATEXPRESS USAGE	510-29CAT15		03/08/2016	555.99
Total LIBRARY							3,060.26
10-67-240	GENERAL FUND - SR. CITIZEN CTR & AUDITORIUM - OFFICE EXPENSE						
	1905	COMCAST CABLE	SC/INTERNET SERVICE	03152016		03/15/2016	96.24
10-67-280	GENERAL FUND - SR. CITIZEN CTR & AUDITORIUM - TELEPHONE EXPENSE						
	1480	CENTRACOM INTERACTIVE	SR CNTR/PHONE EXPENSE	03012016		03/01/2016	75.32
Total SR. CITIZEN CTR & AUDITORIUM							171.56
10-70-200	GENERAL FUND - PARKS - MOWER EXPENSE						
	4748	LES SCHWAB TIRES	PARK/MOWER PARTS	50800171849		03/08/2016	111.00
10-70-210	GENERAL FUND - PARKS - MEETINGS & MEMBERSHIPS						
	5033	MACEYS	PARK/MEETING EXPENSE	01262016		01/26/2016	7.49
10-70-250	GENERAL FUND - PARKS - VEHICLE EXPENSE						
	7925	STATE OF UTAH GASCARD	MULTI DEPT VEHICLE FUEL EXPENSE	03232016		03/23/2016	424.64
10-70-285	GENERAL FUND - PARKS - CELLULAR SERVICES						
	9131	VERIZON WIRELESS	MULTI DEPT/CELL PHONE EXPENSE	03012016		03/01/2016	539.81

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount
10-70-330	GENERAL FUND - PARKS - PLAYGROUND SUPPLIES						
	9075 VALLEY ATHLETIC FIELD		PARK/EQUIPMENT	9005		03/03/2016	4,998.94
10-70-670	GENERAL FUND - PARKS - SAFETY EQUIP. & SUPPLIES						
	7175 SAGE DESIGNS		PARK/T SHIRTS	4339		03/04/2016	86.25
Total PARKS							6,168.13
10-71-240	GENERAL FUND - RECREATION - OFFICE EXPENSE						
	5730 OFFICE DEPOT, INC.		REC/OFFICE SUPPLIES	1907576960		02/25/2016	12.86
	5730 OFFICE DEPOT, INC.		REC/OFFICE SUPPLIES	124773812001		02/18/2016	9.92
							22.78
10-71-250	GENERAL FUND - RECREATION - VEHICLE EXPENSE						
	7925 STATE OF UTAH GASCARD		MULTI DEPT VEHICLE FUEL EXPENSE	03232016		03/23/2016	47.89
10-71-285	GENERAL FUND - RECREATION - CELLULAR SERVICES						
	9131 VERIZON WIRELESS		MULTI DEPT/CELL PHONE EXPENSE	03012016		03/01/2016	380.23
	9131 VERIZON WIRELESS		REC/CELL PHONE EXPENSE	9761405849		03/01/2016	256.30
							636.53
Total RECREATION							707.20
10-72-250	GENERAL FUND - LEISURE SERVICES - VEHICLE						
	7925 STATE OF UTAH GASCARD		MULTI DEPT VEHICLE FUEL EXPENSE	03232016		03/23/2016	38.60
10-72-285	GENERAL FUND - LEISURE SERVICES - CELLULAR SERVICES						
	9131 VERIZON WIRELESS		MULTI DEPT/CELL PHONE EXPENSE	03012016		03/01/2016	52.89
10-72-480	GENERAL FUND - LEISURE SERVICES - DEPARTMENTAL SUPPLIES						
	5033 MACEYS		LEISURE/DEPARTMENTAL SUPPLIES	25220		03/14/2016	17.90
Total LEISURE SERVICES							109.39
10-74-250	GENERAL FUND - CUSTODIAL SERVICES - VEHICLE						
	7925 STATE OF UTAH GASCARD		MULTI DEPT VEHICLE FUEL EXPENSE	03232016		03/23/2016	18.73
10-74-285	GENERAL FUND - CUSTODIAL SERVICES - CELLULAR SERVICES						
	9131 VERIZON WIRELESS		MULTI DEPT/CELL PHONE EXPENSE	03012016		03/01/2016	52.89
10-74-480	GENERAL FUND - CUSTODIAL SERVICES - DEPARTMENTAL SUPPLIES						
	1132 BRADY INDUSTRIES OF UTAH, LLC		BUILDING MAINTENANCE SUPPLIES	5041393		03/14/2016	713.94
10-74-481	GENERAL FUND - CUSTODIAL SERVICES - CHEMICALS						
	1132 BRADY INDUSTRIES OF UTAH, LLC		BUILDING MAINTENANCE SUPPLIES	5041393		03/14/2016	91.50
Total CUSTODIAL SERVICES							877.06
Total GENERAL FUND							105,417.88

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount
11-60-940	IMPACT FEES - RECREATION - 11-60 - MULTI USE TRAIL SYSTEM						
	4292 J.U.B. ENGINEERS, INC.		TRAIL PLAN	99608		03/03/2016	11,958.24
Total 11-60							11,958.24
Total IMPACT FEES - RECREATION							11,958.24
16-70-864	WATER IMPACT FEES - 16-70 - CULINARY MASTER PLAN						
	3970 HORROCKS ENGINEERS, INC.		MULTI DEPT/ENGINEERING	39754		03/17/2016	3,979.26
16-70-865	WATER IMPACT FEES - 16-70 - SECONDARY MASTER PLAN						
	3970 HORROCKS ENGINEERS, INC.		MULTI DEPT/ENGINEERING	39754		03/17/2016	6,594.88
Total 16-70							10,574.14
Total WATER IMPACT FEES							10,574.14
20-40-330	CLASS C ROAD FUND - EXPENDITURES - ENGINEERING SERVICES						
	3970 HORROCKS ENGINEERS, INC.		MULTI DEPT/ENGINEERING	39755		03/17/2016	3,954.92
20-40-480	CLASS C ROAD FUND - EXPENDITURES - DEPARTMENTAL SUPPLIES						
	1830 CMT ENGINEERING		CLASS C ROADS/REHABILITATION PR	58132		02/29/2016	8,950.00
	7358 SEARLE TRUCKING, INC.		STRM DRN/SALT	301165		03/01/2016	1,468.58
Total EXPENDITURES							14,373.50
Total CLASS C ROAD FUND							14,373.50
22-70-200	CEMETERY - 22-70 - MOWER EXPENSE						
	7925 STATE OF UTAH GASCARD		MULTI DEPT VEHICLE FUEL EXPENSE	03232016		03/23/2016	61.83
22-70-250	CEMETERY - 22-70 - VEHICLE						
	4673 LARKIN TIRES, INC.		CEM/VEHICLE EXPENSE	1016309		03/11/2016	42.99
	7925 STATE OF UTAH GASCARD		MULTI DEPT VEHICLE FUEL EXPENSE	03232016		03/23/2016	54.99
							97.98
22-70-320	CEMETERY - 22-70 - SPRINKLER & LANDSCAPE						
	2766 EWING IRRIGATION PRODUCTS, INC		CEM/DEPARTMENTAL SUPPLIES	1078689		03/12/2016	149.23
	2766 EWING IRRIGATION PRODUCTS, INC		CEM/DEPARTMENTAL SUPPLIES	1092986		03/16/2016	472.27
							621.50
22-70-480	CEMETERY - 22-70 - DEPARTMENTAL SUPPLIES						
	970 BJ PLUMBING SUPPLY		CEM/DEPARTMENTAL SUPPLIES	643926		03/08/2016	6.40
	1905 COMCAST CABLE		CEM/INTERNET SERVICES	03122016		03/12/2016	97.08

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							103.48
Total 22-70							884.79
Total CEMETERY							884.79
41-40-260	E-911 - EXPENDITURES - MAINTENANCE						
	1516 CENTURY LINK		E-911/PHONE LINES	02222016		02/22/2016	87.12
Total EXPENDITURES							87.12
Total E-911							87.12
45-40-330	RDA - 1300 WEST CDA - EXPENDITURES - ENGINEERING						
	3970 HORROCKS ENGINEERS, INC.		MULTI DEPT/ENGINEERING	39754		03/17/2016	732.80
Total EXPENDITURES							732.80
Total RDA - 1300 WEST CDA							732.80
48-41-250	STORM DRAIN UTILITY FUND - GENERAL GOVERNMENT - VEHICLE EXPENSE						
	7925 STATE OF UTAH GASCARD		MULTI DEPT VEHICLE FUEL EXPENSE	03232016		03/23/2016	391.54
48-41-330	STORM DRAIN UTILITY FUND - GENERAL GOVERNMENT - ENGINEERING SERVICES						
	3970 HORROCKS ENGINEERS, INC.		MULTI DEPT/ENGINEERING	39754		03/17/2016	2.60
	3970 HORROCKS ENGINEERS, INC.		MULTI DEPT/ENGINEERING	39754		03/17/2016	659.52
							662.12
48-41-480	STORM DRAIN UTILITY FUND - GENERAL GOVERNMENT - DEPARTMENTAL SUPPLIES						
	5833 O'REILLY AUTOMOTIVE INC.		STRM DRN/VEHICLE EXPENSE	3623487734		03/14/2016	29.99
48-41-600	STORM DRAIN UTILITY FUND - GENERAL GOVERNMENT - REPAIR & MAINTENANCE						
	998 BMC		STRM DRN/MISC SUPPLIES	1838222400		03/08/2016	251.98
	998 BMC		STRM DRN/CREDIT-RETURNS	1845731500		03/01/2016	28.00
	2675 ELECTRICAL WHOLESALE SUPPLY		STRM DRN/DEPARTMENTAL SUPPLIES	910870780		03/03/2016	81.54
	3627 HANSEN ALL SEASONS INSULATION		SHOP INSULATION	497891		02/25/2016	1,535.00
							1,840.52
48-41-610	STORM DRAIN UTILITY FUND - GENERAL GOVERNMENT - MISCELLANEOUS EXPENSE						
	3151 FREEDOM MAILING SERVICE		UTILITY BILL MAILING	28601		03/18/2016	44.84
Total GENERAL GOVERNMENT							2,969.01
48-70-811	STORM DRAIN UTILITY FUND - STORM DRAIN PROJECTS - LAND ACQUISITION						
	3970 HORROCKS ENGINEERS, INC.		MULTI DEPT/ENGINEERING	39755		03/17/2016	1,361.49
48-70-843	STORM DRAIN UTILITY FUND - STORM DRAIN PROJECTS - DETENTION POND 1100 W 2600 N						

3970	HORROCKS ENGINEERS, INC.	MULTI DEPT/ENGINEERING	39753	03/17/2016	590.14
Total STORM DRAIN PROJECTS					1,951.63
Total STORM DRAIN UTILITY FUND					4,920.64
51-40-240	WATER FUND - EXPENDITURES - OFFICE EXPENSE				
3151	FREEDOM MAILING SERVICE	UTILITY BILL MAILING	28601	03/18/2016	89.68
51-40-250	WATER FUND - EXPENDITURES - VEHICLE EXPENSE				
4748	LES SCHWAB TIRES	WATER/FLAT REPAIR	50800172517	03/14/2016	17.00
5833	O'REILLY AUTOMOTIVE INC.	WATER/VEHICLE MAINTENANCE	3623483647	02/19/2016	16.00
7498	SIX STATES DISTRIBUTORS, INC.	WATER/VEHICLE EXPENSE	14334001	03/09/2016	199.42
7498	SIX STATES DISTRIBUTORS, INC.	WATER/DEPARTMENTAL SUPPLIES	14334008	03/09/2016	27.62
7925	STATE OF UTAH GASCARD	MULTI DEPT VEHICLE FUEL EXPENSE	03232016	03/23/2016	238.65
					498.69
51-40-330	WATER FUND - EXPENDITURES - ENGINEERING				
3970	HORROCKS ENGINEERS, INC.	MULTI DEPT/ENGINEERING	39754	03/17/2016	1,064.51
3970	HORROCKS ENGINEERS, INC.	MULTI DEPT/ENGINEERING	39754	03/17/2016	73.28
					1,137.79
51-40-600	WATER FUND - EXPENDITURES - REPAIR & MAINTENANCE				
6938	RICHARDS LABORATORIES OF UTAH	WATER/COLIFORM	20767	02/29/2016	440.00
6938	RICHARDS LABORATORIES OF UTAH	WATER/COLIFORM	20828	03/14/2016	66.00
7568	SMART UTILITY SYSTEMS, INC.	MULTI DEPT/ANNUAL USER LICENSE F	6324	03/07/2016	5,000.00
					5,506.00
51-40-610	WATER FUND - EXPENDITURES - MISCELLANEOUS EXPENSE				
1368	C-A-L RANCH STORES	WATER/ASSORTED SUPPLIES	7162/8	03/12/2016	101.84
3888	HIGHLAND GOLF	WATER/GOLF CART REPAIRS	28314	03/15/2016	149.00
5033	MACEYS	WATER/DEPARTMENTAL SUPPLIES	26828	03/14/2016	7.16
					258.00
51-40-760	WATER FUND - EXPENDITURES - TECHNOLOGY				
7568	SMART UTILITY SYSTEMS, INC.	MULTI DEPT/ANNUAL USER LICENSE F	6324	03/07/2016	2,000.00
Total EXPENDITURES					9,490.16
51-70-710	WATER FUND - WATER CAPITAL PROJECTS - BATTLE CREEK SURVEY				
3970	HORROCKS ENGINEERS, INC.	MULTI DEPT/ENGINEERING	39753	03/17/2016	713.74
51-70-909	WATER FUND - WATER CAPITAL PROJECTS - WATERLINE UPSIZE/REPLACEMENT				
3970	HORROCKS ENGINEERS, INC.	MULTI DEPT/ENGINEERING	39753	03/17/2016	11,486.36
51-70-920	WATER FUND - WATER CAPITAL PROJECTS - VEHICLES/EQUIPMENT				
5342	MONARCH HONDA POWERHOUSE	WATER/UTILITY VEHICLE-METER REA	770407	03/17/2016	10,706.00
Total WATER CAPITAL PROJECTS					22,906.10
Total WATER FUND					32,396.26
52-40-240	SEWER FUND - EXPENDITURES - OFFICE EXPENSE				
3151	FREEDOM MAILING SERVICE	UTILITY BILL MAILING	28601	03/18/2016	89.68

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52-40-250	SEWER FUND - EXPENDITURES - VEHICLE EXPENSE						
7925	STATE OF UTAH GASCARD	MULTI DEPT VEHICLE FUEL EXPENSE	03232016		03/23/2016	238.65	
52-40-330	SEWER FUND - EXPENDITURES - ENGINEERING SERVICES						
3970	HORROCKS ENGINEERS, INC.	MULTI DEPT/ENGINEERING	39754		03/17/2016	2,921.26	
52-40-350	SEWER FUND - EXPENDITURES - CHARGES FOR TREATMENT						
8422	TIMP. SPECIAL SERVICE DISTRICT	WASTEWATER TREATMENT	02282016		02/28/2016	234,544.51	
52-40-480	SEWER FUND - EXPENDITURES - DEPARTMENTAL SUPPLIES						
7568	SMART UTILITY SYSTEMS, INC.	MULTI DEPT/ANNUAL USER LICENSE F	6324		03/07/2016	2,000.00	
52-40-600	SEWER FUND - EXPENDITURES - REPAIR & MAINTENANCE						
974	BISCO	SEWER/DEPARTMENTAL SUPPLIES	1563955		03/15/2016	167.00	
1420	CART AWAY CONCRETE, LLC	SEWER/CONCRETE	03152016		03/15/2016	144.00	
7568	SMART UTILITY SYSTEMS, INC.	MULTI DEPT/ANNUAL USER LICENSE F	6324		03/07/2016	3,000.00	
						3,311.00	
52-40-610	SEWER FUND - EXPENDITURES - MISCELLANEOUS EXPENSE						
6672	QUESTAR GAS	MULTI DEPT/HEATING EXPENSE	03232016		03/23/2016	7.16	
Total EXPENDITURES							243,112.26
52-90-812	SEWER FUND - 52-90 - INSITUFORM						
3970	HORROCKS ENGINEERS, INC.	MULTI DEPT/ENGINEERING	39755		03/17/2016	537.51	
52-90-850	SEWER FUND - 52-90 - 900 S 900 E / GARDEN DR						
3970	HORROCKS ENGINEERS, INC.	MULTI DEPT/ENGINEERING	39755		03/17/2016	13,330.02	
52-90-914	SEWER FUND - 52-90 - 4000 NORTH SEWER						
3970	HORROCKS ENGINEERS, INC.	MULTI DEPT/ENGINEERING	39755		03/17/2016	223.74	
52-90-931	SEWER FUND - 52-90 - VEHICLE REPLACEMENT						
4523	KEN GARFF FORD	SEWER/NEW TRUCK	2015-B2705		03/03/2016	28,322.09	
Total 52-90							42,413.36
Total SEWER FUND							285,525.62
54-40-250	SECONDARY WATER - EXPENDITURES - VEHICLE						
7925	STATE OF UTAH GASCARD	MULTI DEPT VEHICLE FUEL EXPENSE	03232016		03/23/2016	146.92	
54-40-330	SECONDARY WATER - EXPENDITURES - ENGINEERING						
3970	HORROCKS ENGINEERS, INC.	MULTI DEPT/ENGINEERING	39754		03/17/2016	1,248.36	
3970	HORROCKS ENGINEERS, INC.	MULTI DEPT/ENGINEERING	39754		03/17/2016	1,064.51	
						2,312.87	
54-40-600	SECONDARY WATER - EXPENDITURES - REPAIR & MAINTENANCE						
970	BJ PLUMBING SUPPLY	SEC WATER/DEPARTMENTAL SUPPLII	643871		03/08/2016	26.91	
974	BISCO	SEC WATER/DEPARTMENTAL SUPPLII	1563768		03/10/2016	126.72	
2752	EVCO HOUSE OF HOSE	SEC WATER/DEPARTMENTAL SUPPLII	84140		03/15/2016	11.28	
2752	EVCO HOUSE OF HOSE	SEC WATER/DEPARTMENTAL SUPPLII	84357		03/17/2016	13.04	
8233	THATCHER COMPANY	SEC WATER/HYDROCHLORIC ACID	1383452		03/10/2016	315.20	

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount
	9451	WHEELER MACHINERY CO	SEC WATER/EQUIPMENT RENTAL	338104		03/16/2016	120.74 613.89
Total EXPENDITURES							3,073.68
Total SECONDARY WATER							3,073.68
57-40-110 SELF FUNDED DENTAL - EXPENDITURES - DENTAL CLAIM PAYMENTS							
	125	ADAMSON, WILLIAM F., D.M.D.	DENTAL SERVICES	01262016		01/26/2016	48.00
	125	ADAMSON, WILLIAM F., D.M.D.	DENTAL SERVICES	02252016		02/25/2016	100.00
	125	ADAMSON, WILLIAM F., D.M.D.	DENTAL SERVICES	03112016		03/11/2016	34.00
	125	ADAMSON, WILLIAM F., D.M.D.	DENTAL SERVICES	03152016		03/15/2016	80.00
	125	ADAMSON, WILLIAM F., D.M.D.	DENTAL SERVICES	03182016		03/18/2016	100.00
	555	ARNOLD, DR. STEVEN N, DMD, PC	DENTAL SERVICES	02252016		02/25/2016	100.50
	980	BLAKE DENTAL P.C.	DENTAL SERVICES	09232015		09/22/2015	57.90
	1027	BORG, BRIAN DMD PC	DENTAL SERVICES	12292015		12/29/2015	100.00
	1610	CHILDREN'S CORNER PEDIATRIC	DENTAL SERVICES	03082016		03/08/2016	137.90
	2799	FADDIS, EDDIE DDS, PC	DENTAL SERVICE	02162016		02/16/2016	689.58
	4298	JACKSON, JONATHAN DOYLE D.D.S	DENTAL SERVICES	12292015		12/29/2015	69.00
	6075	PEDIATRIC SMILES PLLC	DENTAL SERVICES	02252016		02/24/2016	73.00
	6260	PITTS, GREG G., DDS., P.C.	DENTAL SERVICES	03152016		03/15/2016	98.00
	7005	ROBINSON, REED F DMD	DENTAL SERVICES	03142016		03/14/2016	433.40
	8002	STONEHAVEN DENTAL	DENTAL SERVICES	05302014		05/31/2014	107.00
	8002	STONEHAVEN DENTAL	DENTAL SERVICES	05312014		05/31/2014	70.00
	8081	SWENSON, REID R. DDS MS	DENTAL SERVICES	03092016		03/09/2016	838.77
	8580	TUTTLE, GREGORY K DDS	DENTAL SERVICE	03102016		03/10/2016	105.50
	8893	UTAH COUNTY SMILES	DENTAL SERVICES	02262016		02/26/2016	25.00
	9785	YOUNGQUIST, JEFFREY A	DENTAL SERVICES	03082016		03/08/2016	187.60
	9785	YOUNGQUIST, JEFFREY A	DENTAL SERVICES	03092016		03/08/2016	28.00
Total EXPENDITURES							3,483.15
Total SELF FUNDED DENTAL							3,483.15
58-40-640 CAPITAL EQUIPMENT - 58-40 - RECREATION EQUIPMENT							
	6212	PEX FITNESS	REC/EQUIPMENT	1516		01/31/2016	31,500.00
Total 58-40							31,500.00
Total CAPITAL EQUIPMENT							31,500.00
62-40-432 SANITATION FUND - EXPENDITURES - TIPPING FEES							
	5715	NORTH POINTE SOLID WASTE	WASTE COLLECTION	02292016		02/29/2016	18,292.78
62-40-435 SANITATION FUND - EXPENDITURES - RECYCLING COLLECTION							
	6850	REPUBLIC SERVICES	GLASS RECYCLING EXPENSE	02042016		02/04/2016	128.25

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Total EXPENDITURES							18,421.03
Total SANITATION FUND							18,421.03
71-73-380	SWIMMING POOL - SWIMMING POOL - HEATING						
6672	QUESTAR GAS		MULTI DEPT/HEATING EXPENSE	03232016		03/23/2016	463.95
71-73-390	SWIMMING POOL - SWIMMING POOL - BUILDING MAINTENANCE						
1338	C.E.M.		POOL/SWIM POOL MAINTENANCE	114593		02/29/2016	1,280.33
71-73-420	SWIMMING POOL - SWIMMING POOL - CONTRACTED SERVICES						
7892	STAT PADS, LLC		POOL/ANNUAL RENEWAL	114722		03/01/2016	125.00
8156	TCI SECURITY OF UTAH		POOL/ALARM MONITORING	254814		02/25/2016	28.00
							153.00
Total SWIMMING POOL							1,897.28
Total SWIMMING POOL							1,897.28
72-71-060	COMMUNITY CENTER - RECREATION - COMMUNITY CTR - HEATING						
6672	QUESTAR GAS		MULTI DEPT/HEATING EXPENSE	03232016		03/23/2016	1,509.79
72-71-062	COMMUNITY CENTER - RECREATION - COMMUNITY CTR - BLDG MAINT						
75	ABCO GLASS		REC/INSULATED GLASS	6379		02/24/2016	335.00
1980	CONTRACTORS HEATING/COOLING		BUILDING MAINTENANCE SUPPLIES	101735922001		03/15/2016	356.94
1980	CONTRACTORS HEATING/COOLING		REC/BUILDING MAINTENANCE	101737633001		03/16/2016	65.84
4558	KIRKHAM UPHOLSTERY		REC/WEIGHT PADS	1847		03/03/2016	90.00
8678	UNIFIRST CORPORATION		RUG CLEANING	0222016		02/22/2016	297.50
							1,145.28
72-71-410	COMMUNITY CENTER - RECREATION - PROGRAM SUPPLIES & EQUIPMENT						
1219	BSN SPORTS COLLEGIATE PACIFIC		REC/PROGRAM SUPPLIES	97688174		02/29/2016	340.67
1863	SWIRE COCA-COLA USA, INC.		REC/CONCESSION STAND EXPENSE	11940219261		03/04/2016	34.25
2889	FIRST ADVANTAGE BACKGROUND		REC/BACKGROUND SERVICES	5549131602		02/29/2016	436.80
5033	MACEYS		REC/PROGRAM SUPPLIES	026752		02/19/2016	41.25
5033	MACEYS		REC/ASSORTED EXPENSES	26793		03/02/2016	51.65
5033	MACEYS		REC/ASSORTED EXPENSES	27176		02/03/2016	22.32
5033	MACEYS		REC/ASSORTED EXPENSES	27676		02/25/2016	128.60
5033	MACEYS		REC/ASSORTED EXPENSES	27684		03/01/2016	8.20
5930	PADDLES & MOORE		REC/EQUIPMENT	1503		03/01/2016	255.75
6067	PEAY, EMILY		REC/CONTRACTED SERVICES	03152016		03/15/2016	112.00
6329	PLEASANT GROVE JR. HIGH		REC/GYM RENTAL	1001		03/02/2016	4,494.00
7233	SAM'S CLUB		REC/PROGRAM EXPENSES	03232016		03/23/2016	1,419.89
8219	TEXTILE TEAM OUTLET & DESIGN		REC/ SHIRTS	33646		02/04/2016	165.00
8219	TEXTILE TEAM OUTLET & DESIGN		REC/ SHIRTS	33647		02/04/2016	516.00
8219	TEXTILE TEAM OUTLET & DESIGN		REC/ SHIRTS	33648		02/04/2016	475.50
8219	TEXTILE TEAM OUTLET & DESIGN		REC/ SHIRTS	33657		02/05/2016	853.20
8219	TEXTILE TEAM OUTLET & DESIGN		REC/UNIFORMS	33665		02/05/2016	629.98
8219	TEXTILE TEAM OUTLET & DESIGN		REC/ SHIRTS	33710		02/19/2016	125.85
8469	TOMLINSON, TREVOR D		REC/DJ SERVICES	02262016		02/26/2016	300.00

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount
							10,410.91
72-71-420	COMMUNITY CENTER - RECREATION - CONTRACTED SERVICES						
	1905	COMCAST CABLE	REC/INTERNET SERVICE	031616		03/15/2016	135.86
	6066	PEAK SOFTWARE SYSTEMS, INC.	REC/KEY FOBS	16993		02/26/2016	700.00
	6540	PRO TECH PEST MANAGEMENT	REC/TREATED FOR INSECTS	15171		02/18/2016	100.00
	6540	PRO TECH PEST MANAGEMENT	REC/TREATED FOR INSECTS	15376		03/14/2016	100.00
	7420	SHIELD-SAFETY, LLC	REC/FIRST AID KIT SPORT EDITION	2203306661		12/22/2015	205.00
	7420	SHIELD-SAFETY, LLC	REC/FIRST AID KIT SPORT EDITION	2203306795		03/04/2016	169.00
	7892	STAT PADS, LLC	REC/ANNUAL RENEWAL	11721		03/01/2016	125.00
	8156	TCI SECURITY OF UTAH	REC/ALARM MONITORING	254813		02/25/2016	42.00
							1,576.86
72-71-460	COMMUNITY CENTER - RECREATION - CONCESSION STAND EXPENSE						
	1863	SWIRE COCA-COLA USA, INC.	REC/CONCESSION STAND EXPENSE	11940224279		03/11/2016	34.25
	1863	SWIRE COCA-COLA USA, INC.	REC/CONCESSION STAND EXPENSE	11940229104		03/18/2016	65.20
	7233	SAM'S CLUB	REC/CONCESSION STAND EXPENSE	03232016		03/23/2016	847.99
							947.44
Total RECREATION							15,590.28
Total COMMUNITY CENTER							15,590.28
73-71-550	CULTURAL ARTS - PROGRAM EXPENDITURES - ARTS COUNCIL EXPENSE						
	1743	CHRISTOFFERSON, LAURISA R.	ARTS/CONDUCTOR	03102016		03/10/2016	700.00
73-71-551	CULTURAL ARTS - PROGRAM EXPENDITURES - YOUTH THEATRE						
	1112	BRADLEY, KRISTEN	CSYP/CHOREOGRAPHER	03152016		03/15/2016	350.00
	2265	DALEY, TAMELA	CSYP/ASSISTANT	03152016		03/15/2016	125.00
	2524	DURR, KAMERON LEIGH	CSYP/ASST DIRECTOR	03152016		03/15/2016	175.00
	3852	HESS, JANALEE	CSYP/MUSIC DIRECTOR	03152016		03/15/2016	265.00
	4585	KREMNEV, ANGIE LITTLE	CSYP/PRODUCER	03152016		03/15/2016	250.00
	5098	MAYBERRY, CORINNE	CSYP/ASST CHOREOGRAPHER	03152016		03/15/2016	200.00
	7240	SANDERS, LORI	CSYP/PRODUCER	03152016		03/15/2016	325.00
	7240	SANDERS, LORI	CSYP/DIRCETOR	03162016		03/15/2016	525.00
	9092	VARNEY, EMILY	CSYP/PRODUCER	03152016		03/15/2016	250.00
	9094	VARNEY, NICHOLAS MATTHEW	CSYP/ASSISTANT	03152016		03/15/2016	150.00
							2,615.00
Total PROGRAM EXPENDITURES							3,315.00
Total CULTURAL ARTS							3,315.00
Grand Total:							544,151.41

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount
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Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____