Tremonton City Corporation
City Council Meeting
August 20, 2024
Meeting to be held at
102 South Tremont Street
Tremonton, Utah

CITY COUNCIL WORKSHOP AGENDA
6:00 p.m.

1. Presentation on Golden Spike Project Area – Stephanie Pack, Inland Port Authority
2. Discussion on conflicts of interest – Jeff Hoedt
3. Review of the agenda items identified on 7:00 p.m. City Council Agenda
4. ***CLOSED SESSIONS:***
   - ***a. Strategy session to discuss the purchase of real property when public discussion of the transaction would disclose the appraisal or estimated value of the property under consideration or prevent the public body from completing the transaction on the best possible terms; and/or***
   - ***b. Strategy session to discuss the character, professional competence or physical or mental health of an individual; and/or***
   - ***c. Strategy sessions to discuss pending or reasonably imminent litigation; and/or***
   - ***d. Discussions regarding security personnel, devices or systems***

CITY COUNCIL MEETING AGENDA
7:00 p.m.

1. Opening Ceremony

2. Introduction of guests

3. Declaration of Conflict of Interest

4. Approval of agenda

5. Approval of minutes – July 30, 2024 and August 6, 2024

6. Years of Service Awards
   a. Justin Ashby, Janitor – 5 years

7. Presentations:
   a. Steering Committee recommendations on Main Street/Midland Square revitalization

8. Public comments: This is an opportunity to address the City Council regarding your concerns or ideas. (Please keep your comments to under 3 minutes.)

9. New Council Business:
   a. Discussion and possible action on modifying or repealing the City Codes on Sidewalk Displays, Main Street Mix, and Political Signs
   b. Discussion and possible action on authorizing the advertisement of a Request for Qualifications for an Economic Development Contractor
   c. Discussion and possible action on authorizing the advertisement of a Request for Proposals for ambulance billing services
   d. Discussion and possible action on adopting Resolution No. 24-54 approving a Professional Services Agreement between Tremonton City and Chris Rees for website development services
   e. Discussion and possible action on accepting the Jason Murray Annexation Petition, containing 2.06 acres of real property, for further consideration under Utah State Annexation Law
   f. Discussion and possible action on amending the Homes at Tremonton Development Agreement

10. Calendar Items and Previous Assignment
   a. Review of calendar
   b. Unfinished Business/Action Items

11. Reports & Comments:
   a. City Administration Reports and Comments
   b. Development Review Committee Report and Comments
   c. City Department Head Reports and Comments
   d. Council Reports and Comments

12. ***CLOSED SESSIONS:***
   a. Strategy session to discuss the purchase of real property when public discussion of the transaction would disclose the appraisal or estimated value of the property under consideration or prevent the public body from completing the transaction on the best possible terms; and/or
   b. Strategy session to discuss the character, professional competence or physical or mental health of an individual; and/or
   c. Strategy sessions to discuss pending or reasonably imminent litigation; and/or
   d. Discussions regarding security personnel, devices or systems

13. Adjournment

Anchor location for Electronic Meeting by Telephone Device. With the adoption of Ordinance No. 13-04, the Council may participate per Electronic Meeting Rules. Please make arrangements in

advance.

Persons with disabilities needing special assistance to participate in this meeting should contact Linsey Nessen no later than 48 hours prior to the meeting.

Notice was posted August 16, 2024 a date not less than 24 hours prior to the date and time of the meeting and remained so posted until after said meeting. A copy of the agenda was delivered to The Leader (Newspaper) on August 16, 2024.

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Cynthia Nelson, CITY RECORDER

TREMONTON CITY CORPORATION
CITY COUNCIL MEETING
JULY 30, 2024

Members Present:
Wes Estep
Jeff Hoedt
Bret Rohde
Lyle Vance
Blair Westergard
Lyle Holmgren, Mayor
Bill Cobabe, City Manager
Linsey Nessen, Assistant City Manager
Jeff Seedall, City Planner
Cynthia Nelson, City Recorder

CITY COUNCIL SPECIAL MEETING AGENDA

Mayor Holmgren called the July 30, 2024 City Council Meeting to order at 5:58 p.m. The meeting was held in the Tremonton City Council Meeting Room at 102 South Tremont Street, Tremonton, Utah. Those in attendance were Mayor Holmgren, Councilmembers Estep, Hoedt, Rohde, Vance, and Westergard, City Manager Cobabe, Assistant City Manager Nessen, Planner Seedall, and City Recorder Nelson. The following Department Heads were also present: Fire Chief Brady Hansen and Treasurer Sharri Oyler.

1. Opening Ceremony:

   Mayor Holmgren informed the audience that he had received no written or oral request to participate in the Opening Ceremony. He asked anyone who may be offended by listening to a prayer to step out into the lobby for this portion of the meeting. The prayer was offered by Councilmember Vance and the Pledge of Allegiance was led by Councilmember Westergard.

2. Introduction of guests: Mayor Holmgren welcomed those in attendance.

3. Declaration of Conflict of Interest: None.

4. Approval of Agenda:

   Motion by Councilmember Vance to approve the agenda of July 30, 2024. Motion seconded by Councilmember Rohde. Vote: Councilmember Estep - aye, Councilmember Hoedt - aye, Councilmember Rohde - aye, Councilmember Vance – aye, Councilmember Westergard - aye. Motion approved.

5. Approval of minutes – No minutes to approve at this time.

6. Public comments:

Ben Greener brought up weight restricted roads in the code. He said I am bringing this up because they pulled down the weight restriction signs when they started construction on 1000 North. Another resident approached the City and was ignored so I talked to Director Fulgham and Rusty Scoffield. I explained that the code shows two roads in Tremonton that are weight restricted. I am concerned about them. We modified this when I was on the Planning Commission. We had public hearings when Stokes and Freightliner came in. This is a concern. Heavy transportation is taking that road as a shortcut. I want to point out that is a weight restricted road. They did put the sign back up out on 4000 W, but not on the other. We need better signs directing truck traffic to 2000 W. That is a truck route. The code talks about gross vehicle weight, but I think we ought to change that. Gross vehicle weight is what the vehicle weighs. The weight restriction is 12,000 pounds and that is pretty hard to enforce. We need to change that term so law enforcement can pull up registration and see what that vehicle can legally weigh. We ought to be looking at other roads in our town that limit heavy trucks. Some of these trucks weigh over 80,000 pounds and are hard on the roads. 1000 North from the hospital to the on and off ramps is only seven years old and it is already being tore up. We get a lot of truck traffic on it. Our roads need to last longer than that. The road by the golf course has damage too. That does not come from cars. He then addressed parking in the code, saying, commercial vehicles are only allowed to park for four hours. That is 12,000 pounds and should be changed. Mayor Holmgren suggested they setup a discussion with Director Fulgham and Manager Cobabe to continue the conversation.

Kristie Bowcutt said I have three questions about this new annexation possibly going through. What is the cost going to be for taxpayers? Are services in place or are you going to have to add more? And is there going to be affordable housing? Just some things to think about.

7. Presentations:
   a. Discussion of annexation issues and onsite wastewater permitting in and around city limits – Jordan Mathis, Bear River Health Department and Marc Rees, and Lyle Vance

      Councilmember Vance said Mark Allred is building a bunch of houses out west past the freeway. This is how many lots are being put in behind those houses that are already built. We have a little city coming up out there. I am concerned about it. I grew up in the area and the ground is clay. Our City engineer has reviewed this to see what we can do to extend utilities. This is the best estimate of where our engineer has constructed it to keep the cost down. The subtotal is $2.6 million plus a 30% contingency for $3.4 million total.

      Councilmember Vance and Developer Marc Allred spent time discussing the area and what has been done, as well as what could be done to properly service this with utilities. They also discussed limitations and issues that this area has or could face. Councilmember Vance said we have water problems out there with the different types of soil and drainage. As a City councilman I am concerned we are going to have the same problem as in Roosevelt. We could have sewer problems if we do not look at annexing them into the City and getting sewer there. Mr.

Allred explained that the area in question is 21 acres and would have bigger lots. Councilmember Vance said you will end up with septic tanks. For Roosevelt, the State came in and made the city get sewer to that property and I am afraid of that happening in this area. We ought to be trying to find a way to make it happen if we can. This needs to be done at the cost of the developer going out there to help offset costs. Hopefully, we would do a pioneer agreement, which we have never done in Tremonton. Mr. Allred would front the cost to put that system in and over time he would receive impact fees as a reimbursement. Mr. Allred said I do not want to annex, but I am open to this. I can see the benefit to getting City utilities out there, but I only own 21 more acres. We had 44, but this is the last 21. That is not enough land to justify this without really figuring it out or having other landowners involved. Councilmember Vance said from a liability position, we need to seriously look at this so we do not have a lawsuit down the road from the State and make the taxpayers pay for a system that we should have been looking at to begin with. Mayor Holmgren said the health department has been talking about this and their preference is that we do go with the system instead of septic tanks. The State also recognizes that this is sort of a touchy area when it comes to groundwater. There was talk of the State potentially offering grants to help pay for something like this.

The Council discussed the City's future annexation plan and reviewed the map. They discussed Mr. Allred's timeline for his development and if there would be time to obtain more information before making a decision. Mr. Allred said I am good either way. I do not want to get annexed. I just want to finish and move on, but I understand where you are coming from. Mayor Holmgren said if you are willing to let this ride for a little while, then we could come back with more information.

Councilmember Hoedt said I began investigating this situation. I am not done working with health department officials in that area of Roosevelt that has been mentioned several times. I am working with local ones here in the County. This subdivision up here did not follow the correct process to get approved by the County. They had an outdated annexation map for our City. If an area is not zoned then the County allows construction to take place without checking with the City. They now have an updated annexation map. There is an article that talks about Roosevelt. When this process takes place, it is not only the county who approves it, but the health department has to approve these septic systems. So, if we are perceiving that these septic systems are ineffective and they are going to fail in two or three years, then they should not be approved. That is an issue the health department has to work on. How do you create an effective program to assure that these things have longevity. That is a problem that needs to be addressed so that bad situations do not arise like it did in Roosevelt. Those need to be prevented. In talking to these people, they are not aware of the State mandating the city of Roosevelt to do this. When I hear that the State forced them to, I am not aware of that. I am still reading and researching, trying to make sure I digest everything that is going on. Some of the comments that were made at the last

meeting were that, “three years later there was brown water after the subdivision had gone in. The State came in after these people started getting sick from bad water and made the city bring them in.” Nobody is aware of the State making Roosevelt do this and bring sewer at their expense. In reading this article, the vast majority of the funding was through grants from multiple entities, millions of dollars from each entity. Councilmember Hoedt said he is looking into more information and would continue to investigate this situation.

Mayor Holmgren said I think we can gather a lot of this data that councilmembers have discussed and get that put together. He suggested they put this back on the agenda for September.

Director Mathis, from the Bear River Health Department, suggested putting together an application with the State for funding. Councilmember Vance said when this happened back in Roosevelt, what was your position? Director Mathis said I was the director of that county. Councilmember Vance said did the State mandate all these corrections? Director Mathis said nobody mandated the corrections. The reality is when you have individuals who are struggling to live in their home due to sewage, we as government have a responsibility to respond. It was the city, county and Water Quality Board, working together to figure out what to do. In the United States of America, you cannot have people living in their crap. We had to do something. I was not going to sit around as the Director of the health department and not do something. Councilmember Hoedt said so the health department approved these septic systems to be placed in. How did these get approved in such a situation? Director Mathis said the reality is we do not know the future all the time and how well they will work. I can speculate why some of these things, particularly in that area, did not work out. Councilmember Hoedt said if the risk is high, why is the system permitted? Why are there not safeguards to avoid that situation? The soil type, high water table and whatever other variables are involved. Why does the system not address that? Director Mathis said we operate within the confines of State rule and make decisions based off that. If we decide to make decisions outside of that, we have to have strong scientific evidence for why we would require something other than that. Unfortunately, sometimes that scientific evidence comes when we experience something that is a result of a failure. We are working on a scope of work to do an on-site wastewater density study for Box Elder County. That's probably still two years out. We are trying to get data that says how we develop appropriately in Box Elder County given the soil types, groundwater and other variables. We have to have that data before we can anchor to a policy.

Councilmember Westergard said I do not think the City has the funds for this, but that subdivision is going to impact the City with fire response. The only difference is we will not have a say. If we can do it and it does not cost us money, it eliminates potential problems with septic tanks. Director Mathis said I would not presume to tell the Council what to do, but you can always go to the board and find out what you can get for grants or loans and make a determination after that.

Mayor Holmgren said we appreciate Councilmember Vance for putting the presentation together and for the research that has been done.

8. New Council Business:
   a. Discussion and possible action of accepting or denying the Allred Annexation Petition

The Council agreed they need more information. They will continue this discussion at their first meeting in September.

Motion by Councilmember Westergard to table the item. Motion seconded by Councilmember Hoedt. Vote: Councilmember Estep - aye, Councilmember Hoedt - aye, Councilmember Rohde - aye, Councilmember Vance – aye, Councilmember Westergard - aye. Motion approved.

9. Reports & Comments:
   a. City Administration Reports and Comments: None.
   b. Development Review Committee Report and Comments: None.
   c. City Department Head Reports and Comments: None.
   d. Council Reports and Comments

Councilmember Westergard brought up ambulance billing. He said we should farm that out to a company and we need to do it sooner rather than later. Chief Hansen said it will be our proposal going forward with Treasurer Oyler nearing retirement, to outsource ambulance billing in the future. I have already written a draft RFP to send to ambulance billing companies. We will bring that to a future agenda.

Councilmember Hoedt said Habitat for Humanity had a board meeting tonight. They are asking me questions about funding. I have directed them to Manager Cobabe.

Mayor Holmgren said Director Fulgham has announced his retirement so we need to put together an RFP for his assistant. Manager Cobabe said we are working on a job description. When he gets back from vacation, we will get that finalized. We will also have an RFQ for an Economic Developer. Mayor Holmgren added, that the Main Street Committee has been meeting. We are going to ask them to come together with a priority list of suggestions that they can present to the Council in September. I want to thank everybody for your comments and taking this very important issue so seriously. We appreciate your time.

10. ***CLOSED SESSIONS: No closed session held at this time.***
   a. Strategy session to discuss the purchase of real property when public discussion of the transaction would disclose the appraisal or estimated value of the property under consideration or prevent the public body from completing the transaction on the best possible terms; and/or

b. Strategy session to discuss the character, professional competence or physical or mental health of an individual; and/or

c. Strategy sessions to discuss pending or reasonably imminent litigation; and/or

d. Discussions regarding security personnel, devices or systems

11. Adjournment

Motion by Councilmember Vance to adjourn the meeting. Motion seconded by Councilmember Estep. Vote: Councilmember Estep - aye, Councilmember Hoedt - aye, Councilmember Rohde - aye, Councilmember Vance – aye, Councilmember Westergard - aye. Motion approved.

The meeting adjourned at 7:30 p.m.

The undersigned duly acting and appointed Recorder for Tremonton City Corporation hereby certifies that the foregoing is a true and correct copy of the minutes for the City Council Meeting held on the above referenced date. Minutes were prepared by Jessica Tanner.

Dated this _____day of _____, 2024.

_____

Cynthia Nelson, City Recorder

TREMONTON CITY CORPORATION
CITY COUNCIL MEETING
AUGUST 6, 2024

Members Present:
Wes Estep
Jeff Hoedt
Bret Rohde
Lyle Vance
Blair Westergard
Lyle Holmgren, Mayor
Bill Cobabe, City Manager
Linsey Nessen, Assistant City Manager
Jeff Seedall, City Planner
Cynthia Nelson, City Recorder—excused

CITY COUNCIL WORKSHOP

Mayor Holmgren called the August 6, 2024 City Council Workshop to order at 6:00 p.m. The meeting was held in the City Council Meeting Room at 102 South Tremont Street, Tremonton, Utah. Those in attendance were Mayor Holmgren, Councilmembers Estep, Hoedt, Rohde, Vance, and Westergard, City Manager Cobabe, Assistant City Manager Nessen, and City Planner Seedall. The following Department Heads were also present: Police Chief Dustin Cordova (arrived at 6:10 p.m.) and Fire Chief Brady Hansen. City Recorder Nelson was excused.

1. Discussion of repealing or amending the Campaign Signs Ordinance and Main Street Mix Ordinance – Jeff Hoedt

   Councilmember Hoedt made suggestions for amendments to several City ordinances. He stated are our regulations being effective in resolving a problem and if not, we should repeal them. If they are not effective but needed, then we should amend them so they become effective. The first deals with political signs. He reviewed that ordinance, which has timeframe restrictions and undefined public right-of-way. He said there have been so many violations. This is not enforced, which tells me it is either not a significant enough problem to deal with or the ordinance is not written in an effective manner to where it can be enforced. If this is an effective issue then how do we fix it? If not, then can we repeal it? Mayor Holmgren said it is probably more important that we adhere to the days before and after the election and make sure that if they are on park strips they are in a private area. Councilmember Hoedt said I do not mind the public right-of-way, except it is not defined, which is a legal issue. A definition would help. Let us define the term and make it clearer to make it more enforceable. Mayor Holmgren said it does not have to be much verbiage—something simple that we can understand. Councilmember Estep said I like 45 days and seven days after. The Council agreed that Councilmember Hoedt and Manager Cobabe would work on the language. Next, is the Main Street Mix City ordinance. This discusses having a City Advisory Council for Main Street. This talks about a host of things, but the City has not utilized it for years. I see this as a prime opportunity to repeal

and get this off the books. If there is a need, I would suggest we add the word shall with a few other appropriate words. I would offer this as an item to repeal at our next meeting.

Councilmember Hoedt said a retailer wanted to do a sidewalk sale and the City contractor gave them the impression that they could not. We have an ordinance that says you cannot go more than two feet off the face of the building, although it does not define the term that is utilized. It also states there needs to be a six-foot clear walkway. We have several violations downtown. Also, our flowerpots greatly reduce the width of the sidewalk as do the trees. We have many obstacles. I would love to see sidewalk sales as long as safety measures are met. Councilmember Rohde said I love things that invite people downtown so I think we need to be less restrictive not more. Councilmember Hoedt will work on this ordinance, too.

2. Review of the agenda items identified on 7:00 p.m. City Council Agenda

The Council discussed water use and preservation, an element of the City's Integrated Land Use Plan. Mayor Holmgren said the County is working on a Water Use Plan, that will be integrated into each community as they come up with their own water plans. Planner Seedall said the majority of this is setting up how the City's current water system is operating (culinary and secondary). With the Planning Commission, City staff has put together what we thought would be a sequential way to work toward our water conservation efforts. With the continued growth, the need for the secondary system to expand becomes greater. These are things we can do to help how much water usage the City has. The Division of Water Resources has required us to pass this in order to be eligible for the Flip the Strip initiative. Building the rest of that system will be key. We will work with others to make sure we understand the impact we have. I am for implementing watering restrictions, maybe a window where you should not water your lawns. We want to avoid people watering at the peak heat. We are trying to figure out the best way to conserve all our water. Councilmember Hoedt brought up population numbers and projections. He said growth is expected to continue at a similar rate. That is outdated data that is grossly underestimated. We are growing on an average of a thousand residents a year. I would love to see it be updated more accurately. Manager Cobabe said the data they are using is census data, which is the most accurate data we have at current. We have projections through 2023. Organizations are working to come up with a real population guide that is more accurate. We will have better data in time. Councilmember Hoedt said my main concern is that 10 years from now somebody looks at this and says you guys had no clue what you were doing. I would like more updated estimates on what we think the population will be. Planner Seedall said we are hopeful to get this adopted because the Division of Water Resources within the Department of Natural Resources is waiting for us to have this passed so we can become eligible for the State program. We could then look at fixing this data. I am not sure what influence that has on the list, which really is the meat of this. The goals are how Tremonton City is going to work toward actually conserving water. Manager Cobabe said this update is being driven by State statute. It has to be adopted by December 2025. We are ahead of the game, but there is no reason to wait on it if we are prepared. Planner Seedall said one of the items is to create a

waterwise sample garden that the City can use for education on water conservation and landscaping.

The Council then discussed a professional services agreement with Tremonton City and Bear River Live for promoting and highlighting community events. Manager Cobabe said the agreement is pretty straightforward. We are looking forward to having these services online so we can promote different items and fun things going on in the City. Mayor Holmgren said one of the concerns a lot of residents have is not knowing what is going on and I see this as being an important tool to get our word out and share what is going on to make the residents more informed. Councilmember Hoedt reviewed views from YouTube. Mayor Holmgren said cost is $3,000 a year and will cover our main events. Assistant City Manager Nessen said they would like to reevaluate yearly so that we can make sure we are getting the benefit we need, and see if it is worth their time too.

The Council then discussed an agreement between Tremonton City and Wall Consultant Group, to update the Master Plan. Planner Seedall said we got two good proposals. Wall Consultant Group is familiar with transportation plans with rural entities. They hope to wrap this up end of this year. Here are the analyses they will provide. They just finished this for Garland City so there is a lot of good information they have and I hope that will create a cohesive master plan between the two cities. Cost is just under $60,000, but we are not spending that, it is a reimbursement grant through Box Elder County.

Sergeant Skyler Gailey then addressed the Council about possible action on accepting a proposal for leasing police vehicles from United Fleet Service. He said since October, I have been looking at different options for our fleet and potential ways to save money. We have 19 vehicles. Six of them are nearing 100,000 miles or 10 years. We ask for $200,000 to purchase four vehicles, as well as $80,000 to outfit them. We do have $280,000 in the budget. Cost at the dealerships on the State bid for a Chevy 1500 or an F-150 is $50,000. Unified Fleet Service tries to help cut costs, streamline fleet services and reduce maintenance. They find the vehicles. We explain what we want and they give us a rate. He provided examples based on miles and vehicles (see packet). He also reviewed pros and cons for both leasing and buying and explained the conversation he had with Finance Director Curtis Roberts, who is not a fan of leases. He has concerns about debt associated with them and will address the Council at a future meeting. He and the City Attorney Dustin Ericson have this information to review and help make the best choice for the City. Sergeant Gailey explained that they need to updated body and dash cams. A significant portion of their funds could move over to cover those expenses if they do lease. The main purchasing pro is that it is a one-time fee and the City would own the vehicle. In summary, if we lease four vehicles at $11,000 a year over the course of the three-year lease, we'd pay $132,000, saving $68,000 for that time period. Leasing would allow us to update our fleet quicker. Funds could be used for additional department needs. There is a potential for residual payment to the City for the $4,000. I have talked to North Park Police Department, who use this fleet service, and they are very satisfied. I would like to consider this. I think it could save the City money and allows us access to things we need. It is worth considering.

3. CLOSED SESSIONS: No closed session held at this time.

- ***a. Strategy session to discuss the purchase of real property when public discussion of the transaction would disclose the appraisal or estimated value of the property under consideration or prevent the public body from completing the transaction on the best possible terms; and/or***
- ***b. Strategy session to discuss the character, professional competence or physical or mental health of an individual; and/or***
- ***c. Strategy sessions to discuss pending or reasonably imminent litigation; and/or***
- ***d. Discussions regarding security personnel, devices or systems***

The meeting adjourned at 7:00 p.m. by consensus of the Council.

CITY COUNCIL MEETING

Mayor Holmgren called the August 6, 2024 City Council Meeting to order at 7:06 p.m. The meeting was held in the Tremonton City Council Meeting Room at 102 South Tremont Street, Tremonton, Utah. Those in attendance were Mayor Holmgren, Councilmembers Estep, Hoedt, Rohde, Vance, and Westergard, City Manager Cobabe, Assistant City Manager Nessen, and City Planner Seedall. The following Department Heads were also present: Police Chief Dustin Cordova and Fire Chief Brady Hansen. City Recorder Nelson was excused.

1. Opening Ceremony:

   Mayor Holmgren informed the audience that he had received no written or oral request to participate in the Opening Ceremony. He asked anyone who may be offended by listening to a prayer to step out into the lobby for this portion of the meeting. The prayer was offered by Councilmember Hoedt and the Pledge of Allegiance was led by Councilmember Estep.

2. Introduction of guests: Mayor Holmgren welcomed those in attendance.

3. Declaration of Conflict of Interest: None.

4. Approval of Agenda:

   Motion by Councilmember Vance to approve the agenda of August 6, 2024. Motion seconded by Councilmembers Estep and Westergard. Vote: Councilmember Estep - aye, Councilmember Hoedt - aye, Councilmember Rohde - aye, Councilmember Vance – aye, Councilmember Westergard - aye. Motion approved.

5. Approval of minutes – July 16, 2024

   Motion by Councilmember Hoedt to approve the minutes of July 16, 2024. Motion seconded by Councilmember Vance. Vote: Councilmember Estep - aye, Councilmember Hoedt - aye, Councilmember Rohde - aye, Councilmember Vance – aye, Councilmember Westergard - aye. Motion approved.

6. Years of Service Awards

a. Lyn Corbett, Senior Center – 20 years
b. Jeff Wikstrom, Public Works – 15 years

Mayor Holmgren presented these employees with their award and thanked them for their years of service.

7. Public comments:

Mayor Holmgren explained that they are working to address concerns that have been expressed in the construction zone near Radio Hill. Another construction project on the I-84 overpass bridge deck will take place in September.

Jamie Gardner said I have a petition that 75 residents have signed. We have been in contact about various things. Many residents have reported getting tickets, which has been an issue. Thank you for helping resolve that so we can get to our homes. We would like to see improved communication. Most residents did not know of any closures or ticketing. The affected neighborhoods included a retirement community, many of which do not have social media. It could be more helpful if emails or texts were sent out. Ambulances need to be able to get to and from this area. Enhanced signage would be helpful. Often times I am stuck in my cul-de-sac. The construction has moved beyond what was promised. We hoped for a grace period for ticketing. There needs to be alternate safety measures. The City says we need to make sure the construction workers are safe, but we need to make sure everyone is safe. As residents we have had issues and almost been hit by large equipment. We need someone directing traffic or at least better signs. I have had vehicle damage due to potholes. Posted speeds, could help reduce speeding. It would be helpful to have more guidance, signs, knowledge, and notice.

Jonathan Gardner said I was pulled over on a Sunday. I appreciate the care and the concern for wanting to keep people safe, but the officer's justification for pulling me over was we want to keep the workers safe. It was Sunday and there were no workers. The road was not blocked off and did have the sign to the side. There was a good lane going all the way through. I was grateful to only receive a warning. My main concern as a physician is that I need to get to the hospital quickly for trauma or birthing calls. I understand if there is a big ditch in the road, I should not be passing that, but if it is passable and I can go through in a safe manner, then I would really like to be able to get down to care for my patients and our community. If we can put a speed limit on there that will keep the workers safe while continuing to keep us moving in and out of there in a safe manner. Heavy vehicles are past the road closure area and there are times when we cannot go west. We are stuck when they are blocking our way. Coming up with a good solution so that we can safely navigate this area would be appreciated. We are grateful that you are fixing the road.

Bill Roosma said a lot of people are moving in. I moved here because the housing was cheaper. It has exploded and is a lot more expensive. People tend to gravitate when they are cheaper. The first time I came to a Council meeting, people said they support the military. As a retired Marine, that sounded great to me. If you support the military then you support every single U.S. citizen in this Country and their right to live and work

where they want. Councilmember Hoedt talk about being fiscally responsible and that is why I voted for him. I want the Council to watch costs as much as possible, but not at the expense of public safety. If we annex property, it comes into the City and you get those taxes. It sounds like a no-brainer to do it now when it will cost less. Public safety and infrastructure are a big deal. This place is getting crowded and you have to have public safety workers who can handle that. You need to triple code enforcement. We need to at least double animal control. I appreciate being fiscally responsible. We want to do that as much as possible, but not at the sacrifice of safety. People are building everywhere and I am disappointed with all the high-density housing. When you cram so many people into such a small area, you are going to have more problems and need more law enforcement. I would encourage the City to approve less permits for high-density housing and more for single-family homes. When people are crammed in tight you are asking for trouble. I would like to see high-density housing kept to a minimum.

Lisa Christensen said I want to thank the construction company. They have done a wonderful job trying to clear the road so we can have access. I am disappointed in the lack of communication. An officer told me that because of where I live, I was to exit and go east. There are times when that is not safe for me or the construction workers. Communication could be better. There could be some type of signage giving direction and that could change throughout the day. I am concerned about safety for the workers and residents and the mixed information on ticketing. Some are being ticketed and some are not. I appreciate what you are doing and I appreciate all the service you render.

Diana Doutre said I was on the City Council for 10 years and fought really hard to get this road done. I am so happy you are doing it, but we need to get both sides to come together. The sign says you cannot go down this road except for local people, but then you ticket them. I know a lot of people are concerned with the trucks coming down there. When I was on the Council, we put up signs because we did not want big semi-trucks on that residential area. The signs did not really slow a lot of people down. I called a couple of them and it did not help. I think ticketing just a couple of times would be more effective. I would love to have this resolved in a good way. I feel like you should not ticket people who are going up and down there when that is the only way they can go. I appreciate you—you are doing a great job.

The Council asked Chief Cordova to address this. He said these are my neighbors and I care about them. I do not want you to think we are out to get anybody. Our position is clear. We have asked our troops to be kind and lean toward warnings. The reality is, there are plenty of laws my officers may not agree with, but we do not make the law. We have to enforce it. If you live in the area and there is a sign that says that and it goes to court our judge will toss that out. The goal is to enforce the law and not burden or attack anyone. I think better signage would help and we can be more lenient if you live in the neighborhood. There is always the exception to the rule and that is why we allow our officers to have discretion. Not only do we want to protect the workers, but we want to protect our community members. I have been going the long way. I also have to respond to emergencies and assess that based on what I am going to. I have not driven down that

because I do not want to damage my vehicle. There are things that can help this, but we do have the burden to enforce the law. We are doing the best we can.

David Merrick said in a two-week period, we had two vehicles with three flat tires. Another vehicle lost its headlights because of the vibrations. We are looking at an $8,300 bill. We took our vehicle in because the head is cracked and leaking coolant. We were told not to take it off road. Both ways out of my neighborhood are pretty rocky. Driving five miles an hour we have hit a couple of potholes. We were advised to talk to our warranty company, who said talk to the insurance company, who said you can claim this if you are at fault, but it is going to make your premium change. They said you should go after the City. They have no doubt that the vibration and way I described leaving my neighborhood that this likely accelerated what was a known issue with the cracked cylinder head. I am looking for any guidance. I am looking at every avenue between the four entities. We did not have a problem before this road construction, and now we are having a problem with multiple vehicles. Mayor Holmgren said we would be happy to talk after.

Joshua McMillan said I appreciate you working on the roads and that the time for the next closure has been postponed.

Ann Carter said I was ticketed coming down and going the direction I was told to go. I was not able to go out to the east. I had to go to the west and was ticketed. I have spoke with 11 other residents who were also pulled over and only given warnings. I am not sure why I, doing the exact same thing, was the one that was ticketed. My other concern is communication. I do not follow the City's Facebook page and we have older people in our area who do not have that. I have three other drivers in my home and there is anxiety over this. My children are afraid to do something wrong and do not know how to get home. We need to have an exit way to get out for all of our safety. The flaggers were there for one, maybe two weeks. We have been dealing with this since the first of June. The signage needs to be changed, depending on where they are working.

Ron Hawkins said fortunately, I have not got a ticket, but I drive a lot and the odds are going to catch me. I appreciate what you guys do. My father-in-law served up there for many years. I know the angst and stress that it caused him. I appreciate you getting that road done. I am going to ask the police chief to do something because you do serve us. I am asking you to tell them to quit ticketing us. That is wrong. That sign for trucks has been up there forever. I have never seen you guys once pull over a truck. I hear their brakes at 5:30 in the morning and nothing is done. If you are going to give a ticket, do it in the right way. Ticketing us who live up there is flat out wrong. I am asking you to quit doing that.

Paul Anderson said we were told we cannot cross the concrete ribbon that they are putting up for three weeks. Is there any way they can do half the driveway for these people so they can get in and out of their yard instead of parking on the street? People are parking behind the equipment. Can they leave half the driveway open? If they shut down a whole intersection, then we all have to go around and do not know which way to go.

Mayor Holmgren said we have spoken with the workers and they are concerned about private drives. Maybe we need to look at that a little stronger and make sure you have access. Thanks to every one who shared concerns. I know this is something we are all trying to work through. I kept hearing about communication and making sure we get the word out. We will do our best to improve that.

8. New Council Business:

a. Discussion and possible action on accepting the proposal for leasing Police Department Vehicles from Unified Fleet Services

When asked about the escape clause, the Council was told the lease would be three years, but they could exit at any point. There are no early termination fees. There is just that payoff amount. Sergeant Gailey said every truck we lease is going to cost us $20,000 for equipment, but that can be financed into the lease with this program. It is roughly $4,000 a year added to the lease to put that equipment in. The Council reviewed pricing options.

Councilmember Vance said I would like to see this be tabled and let our CPA do an analysis on the contract to see what the real cost is. I do not have enough information. When asked if they plan to do this for all 19 vehicles, Sergeant Gailey said we would try it with only four to six to see if it is a benefit over the course of the first lease cycle. We would make a decision at that point to see if we continue leasing or if we go back to purchasing. We are scheduled for four to be replaced. Chief Cordova said we want to give the Council options to save. Is this going to make more sense to lease and have it warrantied or are we going to gamble and have some of these go out. We have to do that analysis and see what makes sense. Sergeant Gailey has done a lot of work specifically on fleet managing the cars to take that off my plate. Councilmember Rohde said it would help to compare apples to apples. If we had a five-year lease and are trying to rotate every five years, those numbers match better than a three-year lease with rotating every five years. I need a better analysis. Manager Cobabe said we did a leasing program in Pleasant View and it not only saved the city money, but the officers were happier. It was a morale boost. It was an overall positive experience. We just went with a straight lease through the auto dealership and State pricing. We only had 12 vehicles that we rotated through and still were able to save quite a bit of money. It ended up being worth another full-time police officer position. Councilmember Vance said we are 100% in support of the police department. Our job is to figure out which is the most cost-effective. We want to make sure we are making the right choice for taxpayers. The Council agreed to table this item with more discussion.

b. Discussion and possible action on adopting Resolution No. 24-47 approving the Water Use and Preservation Element of the Tremonton City Integrated Land Use Plan

Motion by Councilmember Rohde to adopt the resolution. Motion seconded by Councilmember Hoedt. Vote: Councilmember Estep - aye, Councilmember

Hoedt - aye, Councilmember Rohde - aye, Councilmember Vance – aye, Councilmember Westergard - aye. Motion approved.

c. Discussion and possible action on adopting Resolution No. 24-48 approving a Professional Services Agreement between Tremonton City and Bear River Live for the promoting and highlighting of community events

Recorder Nessen said they addressed the numbers. The one Councilmember Hoedt found are just their YouTube channel. Those are people who are actively seeking that site and know about it. Their main way to reach people is Facebook and Instagram. The sports get more views because it goes through KSL. Talk of the Town is the new segment that would be our advertising area. The average views for the past 12 shows were 690 through Facebook, but the last episode had 1.1 k. On Facebook they have 1.6 k followers and Instagram has 1,185. On YouTube they have 1.56 k subscribers. Mayor Holmgren said I appreciate that update. We keep hearing about communication. We will not reach everybody, but it will be a tool we can use.

Motion by Councilmember Estep to approve the resolution. Motion seconded by Councilmember Vance. Vote: Councilmember Estep - aye, Councilmember Hoedt - aye, Councilmember Rohde - aye, Councilmember Vance – aye, Councilmember Westergard - aye. Motion approved.

d. Discussion and possible action on adopting Resolution No. 24-49 approving a Professional Services Agreement between Tremonton City and Wall Consultant Group (WCG) for the updating of the Tremonton City Transportation Master Plan

Motion by Councilmember Rohde to adopt the resolution. Motion seconded by Councilmember Vance. Vote: Councilmember Estep - aye, Councilmember Hoedt - aye, Councilmember Rohde - aye, Councilmember Vance – aye, Councilmember Westergard - aye. Motion approved.

e. Discussion and possible action on adopting Resolution No. 24-50 appointing Nate Christensen as Emergency Manager

Chief Hansen said I am currently listed as the City Emergency Manager. I acknowledge that I do not succeed in that role. Not for a lack of interest, but for a lack of time. I have strongly endorsed Nate Christensen, who is a fire captain, for that role. He has expressed interest in it. I believe he has the talent and aptitude to be far more successful than I would be, and really anybody else. Councilmember Hoedt said I think this is a great move. Councilmember Westergard said I am totally supportive. I know Nate well.

Motion by Councilmember Hoedt to adopt the resolution. Motion seconded by Councilmember Westergard. Vote: Councilmember Estep - aye, Councilmember Hoedt - aye, Councilmember Rohde - aye, Councilmember Vance – aye, Councilmember Westergard - aye. Motion approved.

f. Discussion and possible action on adopting Resolution No. 24-51 appointing Andrea Miller to serve on the Tremonton City Planning Commission and reaffirming and appointing existing Planning Commission Members

Planner Seedall said we interviewed two candidates who expressed interest. We felt Ms. Miller would fill it best. She is a very connected individual both in the community and with her children, who are in the heart of elementary school. She will bring a lot of great perspective and foresight to the Planning Commission. She will start a new term.

Motion by Councilmember Estep to adopt the resolution. Motion seconded by Councilmember Rohde. Vote: Councilmember Estep - aye, Councilmember Hoedt - aye, Councilmember Rohde - aye, Councilmember Vance – aye, Councilmember Westergard - aye. Motion approved.

g. Discussion and possible action on adopting Resolution No. 24-52 appointing Brad Jannsen and Hayley Kearl to serve on the Tremonton City Library Board and reaffirming and appointing existing Library Board Members

Motion by Councilmember Vance to adopt the resolution. Motion seconded by Councilmember Hoedt. Vote: Councilmember Estep - aye, Councilmember Hoedt - aye, Councilmember Rohde - aye, Councilmember Vance – aye, Councilmember Westergard - aye. Motion approved.

9. Consent Agenda

a. Discussion and possible action on adopting Resolution No. 24-53 approving the annual review of Tremonton City's Moderate-Income Housing Plan and Implementation and ratifying the preparation of a report setting forth the findings of said review in compliance with Utah Code 10-9a-408

Motion by Councilmember Vance to approve the Consent Agenda. Motion seconded by Councilmember Estep. Vote: Councilmember Estep - aye, Councilmember Hoedt - aye, Councilmember Rohde - aye, Councilmember Vance – aye, Councilmember Westergard - aye. Motion approved.

10. Calendar Items and Previous Assignment

a. Review of calendar

The Council was reminded about the Box Elder County Fair. Wednesday the day of the parade the City will serve hot dogs and drinks from noon until 2 p.m. The Council will be in the parade in side-by-sides. The League of Cities and Towns is also approaching.

b. Unfinished Business/Action Items: None.

11. Reports & Comments:

a. City Administration Reports and Comments:

Manager Cobabe said it was the style of the previous City Manager to give the Council resolutions. This is something I have not seen anywhere else. I am curious what your thoughts are. I do not want to divest the Council from any of this information or from taking action, but the form of putting it in a resolution is a little odd. Some of these could be consent items instead of having a long resolution. The Council can still take action just as so moved and take a vote. It still needs to be on the agenda. In most other places I have seen about seven resolutions a year. Here we are doing over 50. I want to simplify the process unless anyone has heartburn about it.

b. Development Review Committee Report and Comments:

Planner Seedall said we have some subdivisions that are getting finalized. They hope to get construction started before the season closes. I have been working with Finance Director Roberts and a few of the departments to put into language short- and long-term budgeting needs for each department. If there is any information that the five of you would like to see presented, I am open to ideas. There is a 10-plex that had a mix up in the architectural desires for that development along 400 West by IFA. We have been working with the developer and new owner about either amending the development agreement or enforcing the elevations and architectural finishes recorded in the agreement. Both City administrative staff and the project's ownership changed hands so there is not much of a paper trail. This impacts the appearance of it through color and materials. When asked about River's Edge, Planner Seedall said Phase 2 will be about 30 new homes. There will be a dual connects through Phase 1. Manager Cobabe said the phasing plan itself has changed, not the layout. So instead of doing 30 in Phase 3, they are going to do 20 in Phase 3 and maybe do a 3A phase.

c. City Department Head Reports and Comments

Chief Cordova provided stats for July. He said we had 992 total incidents, 27 animal problems, 11 code enforcement, four suicidal threats, 64 agency assists, four family fights for sex offenses and one search warrant with a nexus to Tremonton. That rendered good intel on other problems we have. Payments have come in from our grant. We were given a check for $14,749, $23,556, and $10,633. I am obtaining a certificate in crime analytics that has being sponsored by the Department of Justice. It is a ton of work, but will be worth it. It comes with a program that I will have access to for about a year. This helps you address and figure out crime trends. It will allow me to analyze the trends and create a crime map. In time you can actually forecast the possibility of future crimes. We had 60 total reviews from citizens for Know Your Force, 98.3 of which were positive. We did have an issue with Garland not meeting their MOU. They were sent a letter of breach and have until August 1 to comply. It deals with staffing for the shelter. We will meet with them and sort that out. Lastly, I want to make sure we are all on the same page as far as traffic enforcement. It would be unethical for me to tell my officers not to enforce any law. If we do not enforce these laws and

they do have a hard closure sign and someone's vehicle gets damaged, then that is going to come back on the City. Part of my goal is to protect the City. By having the signage and enforcing those laws, it adds that layer of protection. If there are mistakes, I will talk to the City Attorney and Judge to make sure they toss those out. I will talk to my officers as well and get them on the same page as far as what we are enforcing. Lastly, I want to thank the Council for coming out and showing support for the guys in that award.

Chief Hansen said I appreciate the support on appointing Nate Christensen in that role. I am really excited to get momentum behind our emergency management program. I will work with him on budget and the things that are going to be required to support him in that role. Next, just a shout out to our crews today. They did a remarkable job on a couple acre fire alongside the freeway by Eliason Trucking. The fire started from cutting steel down there in the trucking yard and they did a remarkable job working with Garland. I should be on the agenda next week with a proposal. We look to begin the process of outsourcing our ambulance billing. Treasurer Sharri Oyler has indicated a retirement date and we need time to make that transition. I have talked with multiple companies who do ambulance billing and will have RFP request proposals to present to the Council. I suspect we will have no less than five ambulance billing companies enthusiastically interested in taking over our ambulance billing. Based on other fire departments I have talked to that have transitioned from in-house to outsourced specialized billing, it generally is a win for us financially in the end. I am very optimistic.

d. Council Reports and Comments

Councilmember Hoedt brought up the Senior Center and the communities who are not contributing. We support the other communities. I would like an update on where we are at with this. Mayor Holmgren said former Assistant City Manager Marc Christensen was good at keeping track of what was going on. We have several communities who are resistant to pay for that. Some of them are refusing to pay. We just need to keep working with them and reminding them that our citizens are subsidizing theirs. Manager Cobabe said it is a little like the ambulance. How do you cut someone off, how do you just say, sorry, your City has decided not to pay your way. Councilmember Vance said if you cut them off one year, they would start paying.

Councilmember Vance asked about the RFP for Public Works Director Paul Fulgham as he nears retirement. Assistant City Manager Nessen said Director Fulgham is working on the job description and then we can put out an ad and start accepting applications.

Mayor Holmgren said we had a meeting with UDOT and a tour of Main Street to discuss ways Tremonton can work with UDOT to improve downtown. They made several suggestions. Councilmember Vance did a survey with all the merchants and property owners on Main Street. He asked, what can we do to start the process of enhancing the downtown area and what should we do with the trees?

Of the 26 people interviewed, four voted to leave the trees and 22 voted to take them down and maybe come back with a smaller tree. We presented that information in our steering committee meeting. They agreed the trees should come down. Also, water is a very important part of what we are doing. Over the past several years we have received $4.7 million in grants, $4 million of that has to do with water. The most recently million dollars that we received will be used to enhance about a mile worth of line in Deweyville that will be our main line for culinary (18-inch). That will be paid for with grant funding. There are a lot of good things going on. Garland and Tremonton are working together on a regional plan as we both deal with growth.

Motion by Councilmember Estep to move into closed session. Motion seconded by Councilmember Hoedt. Vote: Councilmember Estep - aye, Councilmember Hoedt - aye, Councilmember Rohde - aye, Councilmember Vance – aye, Councilmember Westergard - aye. Motion approved.

The Council moved into a closed session at 8:52 p.m.

12. ***CLOSED SESSIONS:***
    - ***a. Strategy session to discuss the purchase of real property when public discussion of the transaction would disclose the appraisal or estimated value of the property under consideration or prevent the public body from completing the transaction on the best possible terms; and/or***
    - ***b. Strategy session to discuss the character, professional competence or physical or mental health of an individual; and/or***
    - ***c. Strategy sessions to discuss pending or reasonably imminent litigation; and/or***
    - ***d. Discussions regarding security personnel, devices or systems***

Motion by Councilmember Estep to return to open session. Motion seconded by Councilmember Rohde. Vote: Councilmember Estep - aye, Councilmember Hoedt - aye, Councilmember Rohde - aye, Councilmember Vance – aye, Councilmember Westergard - aye. Motion approved.

The Council returned to open session at 9:08 p.m.

13. Adjournment.

Motion by Councilmember Estep to adjourn the meeting. Motion seconded by Councilmember Rohde. Vote: Councilmember Estep - aye, Councilmember Hoedt - aye, Councilmember Rohde - aye, Councilmember Vance – aye, Councilmember Westergard - aye. Motion approved.

The meeting adjourned at 9:08 p.m.

The undersigned duly acting and appointed Recorder for Tremonton City Corporation hereby certifies that the foregoing is a true and correct copy of the minutes for the City Council Meeting held on the above referenced date. Minutes were prepared by Jessica Tanner.

Dated this _____day of _____, 2024.

_____

Cynthia Nelson, City Recorder

Staff Memo for the Tremonton City Council

August 20, 2024

From: Bill Cobabe, City Manager

To: Tremonton City Council

Re: Code Changes – Sidewalk Displays, Main Street Mix, and Political Signs

City staff have worked on the following three sections of Code and are recommending changes as outlined. The memo contains a brief description of the proposed changes, while the exact language will be brought before the City Council at a public hearing at the next meeting (September 3, 2024) after proper notice of the changes is given.

Sidewalk Displays

The current code, displayed in strikethrough format below, prohibits items for sale being placed on the sidewalk without a permit from the City Council. The proposed language in bold says that as long as a 4' passageway is maintained, people may put goods for sale out on the sidewalk (and otherwise use the sidewalk for displays/eating areas).

Proposed language:

11-368. Placing Goods on Sidewalks for Sale or Show. ~~No goods, wares, or merchandise shall be placed, maintained or permitted for sale or show in or on any parking area, street, or sidewalk beyond two feet (2') from the front line of the lot, without first obtaining the written approval of the City Council. Such approval shall be granted only when such sale or show shall be a promotional activity not exceeding forty-eight (48) hours and when participated in by a majority of firms seeking approval in their business areas. The City Council's written approval shall specifically provide that no goods, wares, or merchandise shall be placed in such a manner as to leave less than a six foot (6') passageway for pedestrians.~~ **Goods, displays, uses (such as seating areas), and/or products for sale may be placed on any sidewalk or right-of-way provided that a four foot (4') passageway is maintained.**

Main Street Mix

This section of the Code has been repealed in its entirety.

Proposed language:

Part 3-970. ~~**Main Street Mix.**~~

~~**3-971. Main Street Mix Purpose.** The purpose of the Main Street Mix is to improve and advance Main Street, downtown, gateway entries and corridors into Tremonton City by focusing on but not being limited to the following elements and conditions:~~

1. Economic prosperity;
2. Design and aesthetics;
3. Culture, arts, events;
4. Social interaction;
5. Improve the identity, brand, and image of Tremonton City; and
6. Increase the impact of visitors in the Bear River Valley.

3-972. Main Street Mix Responsibilities and Authority. The Main Street Mix is an advisory body to the Tremonton City Council and as appropriate the Planning Commission and is hereby has the following responsibilities and authority:

(1) Work to improve and advance elements and conditions enumerated in the Main Street Mix Purpose section of this ordinance.

(2) Promote education of and cooperation among all stakeholders of Main Street, downtown, gateway entries and corridors.

(3) Provide the City Council (and as appropriate the Planning Commission) with facts, opinions, advice, and recommendations on issues related to the elements and conditions enumerated in the Main Street Mix Purpose section of this ordinance.

(4) Assist the Planning Commission in developing and updating plans affecting Main Street, downtown, and gateway entries and corridors and once these plans are adopted by the City Council to work on implementation of said plans.

(5) Assist with the implementation of programs that are approved, authorized, and delegated to the Committee by the City Council.

(6) Work to facilitate events and programs along Main Street and in the downtown areas of Tremonton City.

(7) Apply for grants and work to obtain outside resources to improve and advance Main Street, downtown, gateway entries and corridors into Tremonton City.

(8) Oversee other Main Street related issues delegated to it by the City Council.

3-973. Main Street Mix Membership. The Main Street Mix Committee shall be comprised of a mix of stakeholders which may include but is not limited to the following: residents of Tremonton City; resident of the Bear River Valley; business owners in Tremonton City; property owners along Main Street and gateway corridors in Tremonton City; the Bear River Valley Chamber of Commerce; Bear River Valley Museum; Box Elder County Fairgrounds; Box Elder County representatives; and Tremonton City Departments representatives.

3-974. Self-Appointed Voting Members. All stakeholders and other individuals that have a genuine interested in the improvement and advancement of Main Street, downtown, gateway entries and corridors into Tremonton City are invited and encouraged to participate in meetings. A self-appointed member of the Main Street Mix may become voting members after attending one meeting, excepting those stakeholders or individuals that attend the inaugural meeting of the Main Street Mix Committee which may vote during this first meeting. Voting rights shall be verified by the City Recorders Office Representative who is assigned to prepare minutes of the meeting as described more fully below.

3-975. Appointed Voting Members. To provide resources and organizational structure to the Main Street Mix the following City staff is appointed as voting members of the Committee: City Manager; Zoning Administrator; Public Works Director; Street Division Lead; Parks and Recreation Director; Parks Superintendent; and Code Enforcement Officer.

3-976. City Council and Planning Commission Liaisons. The City Council and Planning Commission may appoint up to two liaisons to attend, listen, and participate in the meetings. The City Council and Planning Commission liaison shall be non-voting members of the Main Street Mix.

3-977. Committee Member Term Limits. There are no term limits for Self-Appointed Voting Members. Appointed Voting Members terms shall be subject to the duration of their employment with Tremonton City.

3-978. Chairpersons. The Main Street Mix shall be organized with two active co-chairpersons which shall function and provide collaborative leadership to the Committee. The City Council shall appoint one co-chairperson that is a stakeholder and meets one of the following eligibility requirements: is a resident of Tremonton City; business owners in Tremonton City; or property owners along Main Street and gateway corridors in Tremonton City. The other co-chairperson shall be the City Manager. Jointly the co-chairpersons shall collaboratively perform the following duties:

(1) Set the agenda for the regular meetings;

(2) Establish the work priorities and direction of Main Street Mix with input from its membership;

(3) Prepare or have prepared documents necessary for review from the Main Street Mix membership; and

(4) Work with the Utah Department of Transportation on planning and implementation of various aspects of the Main Street.

Independent of the other co-chairperson, the City Manager may direct City staff and resources to address, remedy issues, or accomplish purposes pertaining to Main Street, downtown, gateway entries and corridors.

3-979. Quorum. Five voting members of the Main Street Mix shall be present to constitute a quorum for the conducting a Main Street Mix Committee meeting.

3-980. Conducting Business. It shall take the majority votes of the quorum present at a meeting in the affirmative to pass any agenda item. Voting rights shall be verified by the City Recorders Office Representative who attends the meeting by reviewing past attendance roll to ensure that a Self-Appointed Voting Member has attended at least one meeting prior to casting a vote.

3-981. Meetings. The Main Street Mix shall meet as often as necessary to carry out their assigned responsibilities. The Main Street Mix meetings shall be conducted in compliance with the Utah Open and Public Meetings Act, Utah Code Title 52, Chapter 4. Special sessions may be called as needed.

~~**3-982. Roll and Minutes.** A City Recorder Office representative shall attend the Main Street Mix and facilitate the opportunity for attendees to sign an attendance roll. The City Recorder Office representative shall prepare the minutes for the Committee. The minutes for the Main Street Mix shall be brief in nature and shall be aimed at formalizing the facts, opinions, advice, recommendations, and votes associated with the business listed on the agenda. The official signed copy of the roll and minutes shall be held in the City Recorder Office for retention.~~

~~**3-983. Duration.** The Main Street Mix shall remain in effect until the Tremonton County Council adopts an ordinance dissolving the Committee.~~

~~**3-984. Amendments.** As often as necessary the City Council shall make amendments to the organization of the Main Street Mix to ensure that the organization of the Main Street Mix is functioning effectively. (Ord. No. 13-17)~~ ***(Repealed by Ordinance XX – DATE)***

Political Signs

Political signs in and around the City are currently regulated by a section of the Code (Section 1.27.050 that is a little ambiguous. In an effort to clarify the City's position, the language was changed as follows (using the **BOLD**/~~strikethrough~~ method):

> N. Signs During Election Periods. Temporary signs may be erected for a maximum of forty-five (45) days prior to any election and a maximum of seven (7) days after an election **date**. Signs shall be located on private property and not ~~within the~~ **on** public ~~right-of-way~~ property or attached to any utility poles or boxes, and shall not be located within any clear vision area or create a safety or visibility problem. **Signs shall be placed behind the sidewalk where there is a sidewalk present, or ten feet (10') behind either the edge of the pavement or curb and gutter, where present.** Signs may be a maximum of sixteen (16) square feet and four (4) feet in height, A maximum of five (5) signs may be placed on any one (1) parcel of property, and signs shall not be placed where they would obstruct the view of other signs.

Staff is also recommending an addition to Section 1.27.055 regarding enforcement:

> **H. All employees of the City are authorized to, upon becoming aware of a violation of this sign ordinance, remove illegal signs. Such signs shall be kept by the City for 14 calendar days, after which they may be disposed of, or if they are picked up by the sign owner, shall be relinquished back.**

Staff Memo for the Tremonton City Council

August 20, 2024

From: Bill Cobabe, City Manager

To: Tremonton City Council

Re: RFQ – Economic Development Contractor

At the request of the City Council, Staff has prepared a RFQ for your review to solicit qualified individuals to apply for the position of Economic Development Contractor. The Contractor will provide consulting services for the City, including preparation of a plan for the development of the City's economic base, work with State and local stakeholders to coordinate economic development efforts, and actively recruit businesses to locate within the City limits. The proposed RFQ is attached to this memo and highlights some of the deliverables and qualifications the City is seeking in order to find and hire qualified and motivated people to help us out.

The RFQ language is presented as a draft for your review and approval. Once the City Council has a chance to review and vote on this language, Staff will send out the RFQ and follow the timeframe outlined in the RFQ. Staff will work with the Mayor and anyone else the City Council directs to review applications submitted to the City, including compensation packages. Staff will present the final candidate to the City Council with a draft contract for services once that selection process has been completed. The Council will then have the opportunity to review the process to that point and vote – by resolution – adopting or rejecting the contract as proposed.

Because this is a draft, please feel free to recommend changes or corrections to the document as part of the action item discussion, and we can get the revised document out as soon as possible.

As ever, if you have questions or concerns, please let me know.

TREMONTON CITY REQUEST FOR STATEMENT OF QUALIFICATIONS FOR

ECONOMIC DEVELOPMENT CONSULTANT

August 20, 2024

Statements of Qualifications are due by:
Friday, September 30, 2016
5:00 p.m.

SEND OR DELIVER SIX (6) COPIES OF THE STATEMENT OF QUALIFICATIONS TO:
City Recorder's Office
Cynthia Nelson, City Recorder
102 South Tremont Street
Tremonton, UT 84337

SEND TECHNICAL INQUIRIES TO:
Bill Cobabe, City Manager
102 South Tremont Street
Tremonton, UT 84337
Phone: 435-257-9486
Email: bcobabe@tremontoncity.com

IMPORTANT NOTICE TO ALL RESPONDENTS: Tremonton City reserves the right to: disqualify incomplete Statement of Qualifications, waive minor defects as it deems applicable in the written Statement of Qualifications, request additional information from any respondent, change or modify the scope of the project at any time without penalty, negotiate terms with one or more of the Respondents, reject any or all Statement of Qualifications, without penalty, and take any steps necessary to act in the City's best interest. The City also reserves the unilateral right to order, in writing, changes in the work within the scope of services and changes in the time of performance of the services. Statement of Qualifications will not be considered for award if received by Tremonton City after the official closing date and time.

PART I – SERVICES.

REQUEST FOR STATEMENT OF QUALIFICATIONS

Tremonton City is requesting Economic Development Consultants to submit Statement of Qualifications to provide professional services for the coordination and promotion of economic development in the City.

Applicants must have a proven track record of working with municipalities to promote economic development, including attracting new businesses, retaining existing businesses, helping navigate through grant writing processes, working with RDAs and other incentives programs, and extensive knowledge of the requirements and regulations surrounding State and local ordinances and codes. Applicants must also have the experience necessary to create and maintain relationships with local businesses, regional and national scale companies, and property owners. Further, applicants must also know how to work with elected officials, City staff and other governmental groups and organizations, and community residents and stakeholders.

INTRODUCTION

Tremonton City, a full-service city in northern Utah, has seen tremendous growth in the past 20 years, making it one of the fastest growing communities in the region. With a population of around 12,000 residents, the community is expected to continue to grow as regional economic development occurs, bringing in new jobs and opportunities for businesses to succeed. City sales tax revenues continue to see growth year over year, with annual revenues for 2023-2024 exceeding $3 million. The City is concerned about maintaining the current businesses and their relationships with City, while actively recruiting additional businesses that will complement our current economic environment and diversify the types and sizes of businesses in the City. The City is also interested in attracting companies to the City that will provide jobs for the City's population.

SCOPE OF SERVICES

Tremonton City is requesting an Economic Development Consultant to perform the primary services, which include the following:

Administration:

- Coordinate economic development operations, draft standard operating procedures within job function, utilize and supervise volunteers, and special job programs.
- Analyze existing economic situations relative to business attraction and expansion; review modern techniques for business attractions and retention, resolves sensitive and controversial issues through the City Council; monitor program performance and monthly report status to the City Council.
- Create an updated action plan, to be known as the Tremonton Economic Development Strategic Plan, including a specific set of actionable items

demonstrating results and leading to better coordinated economic development efforts in the City.

- Develop and maintain effective communication and coordination with Federal, State, and local economic development organizations or agencies and establish strong working relationships for economic development purposes including researching and procuring grants.
- Directs and performs work to help businesses relocate, expand, and develop in Tremonton City to include increasing capital investment and expanding and diversifying employment opportunities.
- Responds to solicitations from businesses in and out of Tremonton City wishing to expand into the City and help facilitate the expansion.
- Serve as a resource for local businesses and stakeholders, including the development community, property owners, business community organizations, and the public in their development efforts.
- Attends professional organization meetings to promote economic growth and business development within Box Elder County. Participates in economic development events in the region.
- Maintains database for all local resources for targeted tourism, business industry, and other target industries identified in the Tremonton Economic Development Strategic Plan.
- Plan and implement a public relations and education program for communicating existing and proposed tourism and economic conditions.

Planning and Research:

- Review and develop periodic updates for the Tremonton Economic Development Strategic Plan by researching, assessing, and evaluating programs and recommending plan modifications as approved by the City Council.
- Identify and utilize all local, State, and Federal resources including available grants to meet the goals of the Tremonton Economic Development Strategic Plan, and coordinate efforts with related city, county, regional, and state organizations in the process.
- Review and analyze any government regulations or legislation that may affect local business and industry.
- Take necessary steps utilizing existing laws to inform the public and develop an action plan to benefit the county's tourism and the business community.

Business/Industry Recruitment and Expansion:

- Inventory and review existing businesses to determine their needs and potential for future expansion, making them aware of programs available for assistance, including the State of Utah programs such as Enterprise Zones, Opportunity Zones, Mega Sites, Inland Port, and others.
- Work closely with the State and Association of Governments (AOG) to recruit any new developments, startups, or relocation companies that meet the requirements of the Economic Development Strategic Plan.
- Submit RFI's for projects that meet the goals of the Economic Development Strategic Plan.

- Create an information booklet and/or brochure for recruitment of new business/industry distributing to leads supplied through the AOG and State Economic Development offices.
- Attend business/industry trade shows that could prove beneficial to local recruitment efforts.
- Provide necessary information to help update the City's website to update business/industry expansion and recruitment.
- Other duties as agreed upon by the parties.

MINIMUM QUALIFICATIONS

1. Education and Experience:
   A. Bachelor's degree in business, planning, marketing, communications, economics, or related degree from an accredited college or university.
   AND
   B. Eight (8) years of responsible experience performing above or related duties
   OR
   C. An equivalent combination of education and experience.

2. Required Knowledge, Skills, and Abilities:
   Thorough knowledge of federal and state agency regulations as they apply to public land use; the relationship between factors affecting rural and urban planning policy, such as economic, political, sociological, legal, etc., procedures and processes used in the establishment of codes and ordinances; political, legal and governmental processes affecting various permitting programs and project management; grant application processes; knowledge of principles and practices of public administration, including budgeting, purchasing, and maintenance of public records; principals of supervision and workflow management.

   Considerable skill in the art of diplomacy and cooperative problem solving, marketing and advertising, advanced computer skills, particularly in desktop publishing, and spreadsheets. Strong skills in developing and teaching business plans. Strong understanding of labor laws and employment issues for local businesses.

   Ability to understand, interpret, and explain relevant state and federal regulations; ability to process information from multiple sources, recognize possible negative or positive economic impact of pending legislation; exercise sound judgments within general policy guidelines; prepare concise and comprehensive reports and studies; communicate effectively in verbal and writing forms; read and interpret plans and specifications; prepare media releases; perform advanced mathematical calculations and be able to break down numbers into easily understood format; develop and maintain effective working relationships with elected officials, federal agencies, state agencies, local governments, subordinates, and the public.

TIMEFRAME

The City is looking at a part time contractual relationship with a qualified company or individual to provide these services. The time involved is anticipated to be around 20 hours per week, and no other benefits or obligations on the part of the City are implied in this contractual agreement. The City is looking to a year-long contract to begin with, with the possibility of extension if measures are being met and improvements are seen. The City will begin the contract period starting October 1, 2024 and will end on September 30, 2025, unless extended by the parties.

Tremonton City reserves the right to immediately terminate the relationship with the Economic Development Contractor at any time for the convenience of Tremonton City, without penalty or recourse, by giving written notice. It is the City's intent to establish a partnership with the Economic Development Contractor to provide services for a longer period of time.

COMPENSATION

Tremonton City will compensate the Economic Development Contractor according to a compensation plan to be determined and negotiated between the City and the Economic Development Contractor. This will involve a portion to be paid by the City as a base fee, together with a negotiated portion of demonstrated sales tax and/or ad valorem increases to the City's revenue.

PART II – RESPONDING TO REQUEST FOR STATEMENT OF QUALIFICATIONS.

STATEMENT OF QUALFICATIONS DEADLINE

Please send or deliver six (6) copies of Statement of Qualifications in a sealed envelope properly addressed to Tremonton City care of Linsey Nessen and clearly marked with 1) "Sealed Statement of Qualifications for Economic Development Contractor" and 2) Economic Development Contractor's name and address on the envelope. Tremonton City will not be responsible for late delivery of improperly addressed envelopes. All Statement of Qualifications must be completed in ink or typewritten. Fax and email copies will not be accepted. Responses must be received in the Tremonton City Recorders Office for consideration no later than **5:00 p.m., Friday September 20, 2024**. Statement of Qualifications received after this date will be disqualified regardless of postmark. All materials become the property of Tremonton City and may be returned at Tremonton City's option.

STATEMENT OF QUALIFICATIONS OPENINGS

Statement of Qualifications shall be opened in private by two representatives from the Recorder's Office. The statements shall not become public information until after the selection has been made.

INSTRUCTION FOR RESPONDING TO THIS REQUEST FOR STATEMENTS OF QUALIFICATIONS

It is incumbent upon each Respondent to carefully examine these specifications, terms and conditions contained in this document. Any clarification or additional information shall be

made in writing to the appropriate person called out on the cover page. When appropriate, the City will respond through written means.

If it becomes necessary to revise or amend any part of this Request for Statements of Qualifications, notice will be given to all Respondents who are registered. To register please send an email to lnessen@tremontoncity.org with contact information sufficient to forward any amendments. Respondents must acknowledge receipt of the amendment in their Statement of Qualifications. Each Respondent should ensure that they have received all amendments to this Request for Statement of Qualifications before submitting their Statement of Qualifications. Please check the Tremonton City web site at www.tremontoncity.org for any amendments.

QUALIFICATION STATEMENTS

The Statement of Qualification shall be limited to 15 printed pages, single or double spaced, one side of the printed sheet only. Submitted Statement of Qualifications is preferred in the following format:

I. Letter of Transmittal
II. Executive Summary
III. Detailed Discussion

The Respondent may add additional information (printed pages) in an appendix for which there is no page limit; however, the City's emphasis in reviewing the Statement of Qualifications will be on the first 15 pages.

Statement of Qualifications shall include but not be limited to the following contents:

- **Request Services.** Explanation of Economic Development Contractor's ability to provide and the quality of services offered requested in the "Scope of Services" contained in Part I – Services and any offered ancillary services provided by the Economic Development Contractor.
- **Areas of Consideration in the Selection Process.** Explanation of Economic Development Contractor's ability to meet the "Areas of Consideration in the Selection Process" contained in Part III – Selection Process.
- **Personnel Qualifications.** Identify and provide a summary of the primary people assigned and responsible for Tremonton City's account. Include a Bio of the person or persons and the respective assigned responsibility to the account. Please include a description of the background and experience of each individual. Bio should include the number of years performing this service, education, certifications, licenses, etc.
- **Cost Containment.** Summary of ideas or strategies for the proposed compensation package.
- **Tools and Resources.** Describe Economic Development Contractor's qualifications, tools, and resources that will be used to help Tremonton City evaluate and manage dealings with businesses, property owners, and other stakeholders.
- **Experience with Other Communities.** Describe Economic Development Contractor's experience with the economic development in current contracts/dealings with other communities.

- **Contractual Relationships.** Describe in general terms any contractual relationship that the Economic Development Contractor may have with other communities that may threaten their independence to act within Tremonton City's best interest.
- **Compliance & Monitoring Qualifications.** Describe Economic Development Contractor's process of providing due diligence and compliance evaluation when complying with Federal and State benefit legislation. Describe Economic Development Contractor's resources and process to monitor ongoing state and federal changes and how the Economic Development Contractor would keep Tremonton City apprised of these changes.
- **Mandates & Trends.** Identify Economic Development Contractor's resources to identify state mandates, market trends, benchmarking data, as well as on a national basis.
- **List of Clients.** A list of clients for which the Economic Development Contractor has provided services, especially local governments and other political subdivisions. For each client please list the services provided and businesses and/or companies assisted.
- **References.** Provide at least eight references of current clients in which Economic Development Contractor provides services. Provide for each reference: Name of City, number of employees, contact name and title, address, and telephone number.
- **Unique Services.** Outline unique services that qualify Economic Development Contractor to serve Tremonton City.
- **Example of Analysis Report.** Provide examples of any financial analysis reports that the Economic Development Contractor will provide to Tremonton City to assist in the understanding of and increased potential for economic development in Tremonton City.
- **Professional Licenses.** Provide copies of professional licenses for each individual assigned to Tremonton.
- **Public Record Law Forms.** Provide completed FORM 1 Public Records Law that is contained in this document.

ACKNOWLEDGMENT

By the Respondents submission of a Statement of Qualifications to Tremonton City, the Respondent is acknowledging that they understand and accept the terms contained in this Request for Statements of Qualifications.

FORM 1 Public Records Law

THIS FORM MUST BE COMPLETED AND RETURNED WITH STATEMENT OF QUALIFICATIONS

Upon selection of the Economic Development Contractor, submittals become "public records" and shall be subject to public disclosure consistent with the Government Records Access and Management Act. Those who submit must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

If you submit information exempt from public disclosure, you must identify with specificity which page(s)/paragraph(s) of your Statement of Qualifications package is (are) exempt from the Government Records Access and Management Act and identify the specific exemption section that applies to each. The protected information must be submitted to the City in a separate envelope marked accordingly. By submitting an offer in response to this solicitation, you specifically agree to defend and indemnify Tremonton City, City Council, and its officers, employees and agents, and hold them harmless from any claim or liability and defend any action brought against them for their refusal to disclose copyrighted material, trade secrets or other proprietary information to any person making a request therefore.

Company Name: _____

Authorized representative (printed): _____

Authorized representative (signature): _____

Date: _____

PART III – SELECTION PROCESS.

SELECTION SCHEDULE

Each Statement of Qualification will be reviewed by a Selection Committee determined by the Mayor that may include, but is not limited to, elected officials, City staff members, and invitees of the City. The Selection Committee will evaluate the Statement of Qualifications on the considerations contained in this document. The Selection Committee may conduct interviews with the top Respondents. A recommendation from this Selection Committee will be forwarded to the City Council for final selection of an Economic Development Contractor. The City Council may also elect to conduct several interviews with the top Respondents.

AREAS OF CONSIDERATION IN THE SELECTION PROCESS

The selection of the successful Economic Development Contractor will be based upon but not limited to the following criteria listed below, in no particular order of importance:

- Demonstrated ability to provide and the quality of services offered by the Economic Development Contractor as enumerated in the "Scope of Services" contained in Part I – Services.
- Economic Development Contractor's willingness to take the negotiated commissions as a portion of their compensation for services provided to the City.
- Overall program approach in managing and/or enhancing the Tremonton City's economic development goals.
- Demonstrated ability to negotiate deals, grants, and other assistance for past clients.
- The independence of an Economic Development Contractor to act within the City's best interest.
- Personnel assigned to Tremonton City's account, their experience and qualifications, and demonstrated abilities. Demonstrated accessibility to all personnel assigned to Tremonton City's account.
- Demonstrated ability to provide the City with reports concerning trends, utilization, costs, and other services associated with the City's Economic Development Strategic Plan.
- Demonstrated ability and materials typically provided to educate stakeholders on the Economic Development Strategic Plan.
- Demonstrated ability to be an advocate for Tremonton City in working with businesses, State and local entities, and other stakeholders.
- Demonstrated ability to notify and provide information and training to the City's administration on pending or new legislation and changes in laws, as well as grants and funding trends that may affect the Economic Development Strategic Plan.
- Determination of meeting all the requirements contained in Part IV – Requirements/Standards Governing the Bids and Statement of Qualifications.
- The Economic Development Contractor's recent experience with providing services of similar size and scope to other entities (governmental entities experience preferred).
- The Economic Development Contractor's ability to establish an effective working relationship with clients and satisfaction of client(s).
- All other criteria deemed pertinent by the Selection Committee and City Council in review of the Statements of Qualification.

- Compliance requested and information provided in this document.
- Professional licenses required to perform work on behalf of Tremonton City.
- Understanding of Tremonton City's future needs.
- Demonstrated attention to detail.
- Offered ancillary services provided by the Economic Development Contractor.
- Other considerations as determined by the Selection Committee and City Council.

DISCLAIMER

Tremonton City reserves the right to disqualify incomplete Statements of Qualifications, waive minor defects, as it deems applicable, in the Statement of Qualifications, to request additional information from any Respondent, change or modify the scope of the project at anytime, without any penalty, negotiate with one or more of the Respondents, reject any or all Statements of Qualifications, without a penalty, and take any steps necessary to act in the City's best interest.

Though not likely, Tremonton City reserves the right to award the Economic Development Contractor by line item or not at all.

Tremonton City reserves the right to terminate the relationship with the Economic Development Contractor at any time for the convenience of Tremonton City, without penalty or recourse, by giving written notice to the selected Economic Development Contractor.

Tremonton City shall not provide any reimbursement for the cost of developing or presenting materials in response to this Request for Statement of Qualifications.

PART IV – REQUIREMENTS/STANDARDS GOVERNING STATEMENT OF QUALIFICATIONS.

SCOPE: The following terms and conditions, including in Part IV – Requirements/Standards Governing Statement of Qualification, shall govern the submission of Statement of Qualifications. Any conflict with the terms and conditions contained in Part IV – Requirements/Standards Governing Statement of Qualifications and any other document shall be controlled by the stricter term or condition. The City reserves the right to reject any Statement of Qualification, which takes exception to the terms or conditions in this document.

COMPLETING STATEMENT OF QUALIFICATIONS: Statement of Qualifications must be submitted with the required forms herein and all forms must be completed in accordance with the instructions. Any and all corrections and/or erasures must be initialed and dated by the Respondent. Each Statement of Qualifications must be manually signed in ink by an authorized Respondent and all required information must be provided. Each Respondent may submit only one (1) Statement of Qualifications.

CONFIDENTIALITY OF STATEMENT OF QUALIFICATIONS INFORMATION: Each Statement of Qualifications must be securely sealed to provide confidentiality of the Statement of Qualification information prior to the time when the information becomes public. The submitted Statement of Qualifications envelope must be prominently marked in the lower left hand corner "Sealed Statement of Qualifications for Economic Development Contractor". Failure to mark Statement of Qualifications envelopes as required is cause for Statement of Qualifications at the City's election to reject the submission as it may be inadvertently opened as routine correspondence prior to the time and date set for the Statement of Qualifications submission.

All Statement of Qualifications become public information after the Statement of Qualifications are opened and are available for inspection by the general public at the appropriate time in accordance with the Government Records Access and Management Act.

REQUEST FOR INFORMATION: Any request for clarification or additional information deemed necessary by any Respondent to present a proper Statement of Qualification shall be submitted in writing to Tremonton City, 102 S. Tremont St., Tremonton UT 84337. To be considered, any such request must be received in time to allow the City sufficient time to prepare and disseminate a written response. When appropriate, as determined at the sole discretion of Tremonton City, valid requests received in accordance with the foregoing will be responded to in writing from the City in the form of an addendum addressed to all prospective Respondents.

ADDENDUM: All changes in connection with this request for Statement of Qualifications will be issued by the City in the form of a written addendum. Signed acknowledgment of receipt of each addendum should be submitted with the Statement of Qualifications response.

TAX EXEMPT: Tremonton City is exempt from federal and state taxes. DO NOT include taxes in the Statement of Qualifications.

CONDITIONAL STATEMENT OF QUALIFICATIONS: Conditional Statement of Qualifications is subject to rejection in whole, or in part, at the sole discretion of Tremonton City.

LATE STATEMENT OF QUALIFICATIONS AND MODIFICATIONS OR WITHDRAWALS: Statements of Qualifications received after the date and time indicated on the cover sheet shall not be considered and may be returned (unopened if sealed) if the Respondent is identified on the Statement of Qualifications envelope. Statement of Qualifications may be withdrawn or modified in writing prior to the Statement of Qualifications submission deadline. Statement of Qualifications that are resubmitted or modified must be sealed and submitted to the City prior to the Statement of Qualifications submission deadline. After Statement of Qualifications opening, no changes in Statement of Qualifications or other provisions of Statement of Qualifications prejudicial to the interest of the City or fair competition shall be permitted.

STATEMENT OF QUALIFICATIONS BINDING: All Statement of Qualifications submitted shall be binding upon the Respondent if accepted by Tremonton City within ninety (90) calendar days of the Statement of Qualifications submission date. Negligence upon the part of the Respondent in preparing the Statement of Qualifications confers no right of withdrawal after the submission deadline of Statement of Qualifications.

NEGOTIATION: The City reserves the right to negotiate any and all elements of this Statement of Qualifications.

TIME LIMIT: The Respondent must successfully execute or take the necessary action required by the City within the specified time after the City's notification. If the Respondent fails to execute or take the necessary action within the required time, award to that Respondent may be withdrawn and an award may be made to another Respondent.

CODES AND REGULATIONS: All deliverables and work within the scope of this request shall be completed by the Respondent in conformance with all applicable codes and regulations.

SAFETY: All practices and goods furnished as a result of this request shall comply with the federal Occupational Safety and Health Act, as well as any pertinent federal, state and/or local safety or environment codes.

NON-LIABILITY: The Respondent shall not be liable for delay or failure to deliver services when such delay or failure is the result of fire, flood, strike, act of God, act of government, act of an alien enemy or by any other circumstances which, in Tremonton City's opinion, is beyond the control of the Respondent. Under such circumstances, however, Tremonton City may cancel the relationship if such action is deemed to be in the best interest of the City.

ASSIGNMENT OF RIGHTS: Successful Respondent shall not assign, transfer, convey or otherwise dispose of any rights derived from this request or its right, title or interest in or to the same, or any part thereof, without the previous written consent of Tremonton City.

COLLUSIVE STATEMENT OF QUALIFICATIONS: The Respondent certifies, by submission of a Statement of Qualifications, that their Statement of Qualifications is made without any previous understanding, agreement or connection with any person, firm or corporation

making a Statement of Qualifications for the same products or services with prior knowledge of competitive prices, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. Any evidence of collusion among Respondents and prospective Respondents acting to illegally restrain freedom of competition by agreement to offer a fixed price, or otherwise, will render the Statement of Qualifications of such Respondent(s) void.

CONFLICT OF INTEREST: The award hereunder is subject to provisions of Utah State Statutes and Tremonton City ordinances and policies. All Respondents must disclose with their Statement of Qualifications the name of any officer, director, or agent who is also an employee or official of Tremonton City, Utah. Further, all Respondents must disclose the name of any Tremonton City employee or official who owns, directly or indirectly, any interest in the Respondent's firm or any of its branches.

No person involved in making the award decisions may have personal investments in any business entity that will create a substantial conflict between their private interests and their public duties. Any person involved in making procurement decisions is guilty of a felony if the person asks, receives, or offers to receive any emolument, gratuity, contribution, loan, or reward, or any promise thereof, either for the person's own use or the use of benefit of any other person or organization from any person or organization interested in selling to the City.

DISCLAIMER OF LIABILITY: Tremonton City or any of its agencies will not hold harmless or indemnify any Respondent for any liability whatsoever.

HOLD HARMLESS: The Respondent agrees to protect, defend, indemnify, and hold Tremonton City, and its officers, council members, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character resulting from the error, omission, or negligent act of the Respondent, its agents, employees or representatives, in the performance of the Respondent duties under any agreement resulting from award of this Statement of Qualifications. The Respondent further shall agree to investigate, handle, respond to, provide defenses for and defend any such claims, etc., even if such claim is groundless, false or fraudulent.

INSURANCES: The Respondents awarded the work shall provide evidence that they have acquired and maintain comprehensive general liability coverage, including liability insurance covering the work concerned. Tremonton City and its officials, employees, and agents must be named as "additional insured" on the liability insurance policy. Tremonton City shall require evidence of Workers Compensation insurance (or evidence of qualified self - insurance) from all Respondents awarded the work. Tremonton City shall have the contractor show evidence of the contractor's Workers Compensation coverage to Tremonton City.

ANTI-DISCRIMINATION CLAUSE: No Respondent on this Statement of Qualifications request shall in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.

ACCURACY OF STATEMENT OF QUALIFICATIONS: It is necessary that any and all information presented is accurate and will be that by which the Respondent will complete the services associated with this request.

PUBLIC RECORD: Tremonton City is governed by the Government Records Access and Management Act (except from exemptions allowed by state law). Respondent's information or data pertinent to the Statement of Qualifications that is of a confidential nature must be bound and placed in a separate sealed envelope and included with each copy of the Respondent's Statement of Qualifications. Tremonton City requests that a minimum amount of confidential material be used by the Respondent in preparing responses to the Statement of Qualifications. Materials consisting merely of general descriptive information will not be considered confidential under any circumstances.

SUBSTITUTIONS: No substitutions will be accepted for goods proposed after award, without the prior approval of Tremonton City.

DISCOUNTS: Any and all discounts must be incorporated as a reduction in the Statement of Qualifications price and not shown separately. The price as shown on the Statement of Qualifications shall be the price used in determining award or awards.

INCURRED EXPENSES: This Statement of Qualifications does not commit Tremonton City to make an award, nor shall the City be responsible for any cost or expenses, which may be incurred by any Respondent in preparing and submitting any offer, or expenses incurred by any Respondent.

SILENCE OF SPECIFICATIONS: The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement. All specifications shall seek to promote overall economy and best use for the purpose intended and encourage competition in satisfying the City's needs.

NO WAIVER OF FUTURE RIGHTS: No provision in this document or in the Respondent's Statement of Qualifications shall be construed, expressly or by implication, as a waiver by Tremonton City of any existent or future right and/or remedy available.

STATEMENT OF QUALIFICATIONS DISCLAIMER: Tremonton City reserves the right to disqualify incomplete Statement of Qualifications, waive minor defects, as it deems applicable, in the written Statement of Qualifications, to request additional information from any Respondent, change or modify the scope of the project at any time, without any penalty, negotiate terms with one or more of the Respondents, reject any or all Statement of Qualifications, without a penalty, and take any steps necessary to act in the City's best interest. The City also reserves the unilateral right to order, in writing, changes in the work within the scope of the services.

SUSPENSION & TERMINATION: Through written notification, the City may order an immediate suspension of work with or without cause. Tremonton City reserves the right to immediately terminate the relationship with the Economic Development Contractor at any time for the convenience of Tremonton City, without penalty or recourse, by giving written notice.

Staff Memo for the Tremonton City Council

Aug 13, 2024

From: Fire Department

To: Tremonton City Council

Re: Intent to outsource ambulance billing

With upcoming changes and retirements within our office staff the fire department needs to make significant changes to our ambulance billing program.

I am formally proposing that as a city we outsource our ambulance billing to a specialized medical billing company.

Over the years ambulance and medical billing has evolved to be increasingly specialized.

In my meetings with our neighboring fire/ambulance departments (Logan Fire and Brigham City Fire) they have indicated when they outsourced their billing, they saw a considerable increase in revenue collected.

I have attached a proposed RFP (Request for Proposal) that I would like to send out to multiple ambulance billing companies. Once those proposals are returned, I would like to have a committee assist with the selection of the billing contractor we wish to use. I am open to input on who should be on that committee.

Respectfully submitted,

Brady Hansen

Fire Chief

Attached: Proposed RFP document

Request for Proposal (RFP)

Ambulance Billing Services for Tremonton City

Issue Date: August 26, 2024
Proposal Due Date: October 7, 2024

1. Introduction

The Tremonton City invites qualified ambulance billing companies to submit proposals for providing comprehensive ambulance billing services. Our goal is to partner with a vendor that will handle all aspects of ambulance billing, and can deliver efficient, accurate, and timely billing ultimately improving our revenue cycle and patient satisfaction.

2. Background

The Tremonton Fire Department (TFD), a department of Tremonton City provides emergency medical services (EMS) and ambulance transport to the residents of Tremonton and surrounding areas, averaging 1,700 calls per year. Our goal is to deliver high-quality patient care and ensure that our billing processes reflect the same standard of excellence.

3. Scope of Services

The selected billing company will be responsible for:

- Collecting and processing patient and insurance information.
- Submitting claims to insurance companies, Medicare, Medicaid, and other third-party payers.
- Handling denied claims, re-submissions, and appeals.
- Managing patient billing and collections, including follow-up.
- Providing detailed monthly reports on billing activities, collections, and outstanding accounts.
- Ensuring compliance with all relevant laws, regulations, and guidelines.
- Offering customer service support for billing inquiries.

4. Proposal Requirements

Interested vendors should include the following information in their proposal:

4.1. Company Information

- Company name, address, and contact details.
- Brief history of the company, including years in business.
- Overview of experience in ambulance billing services. Include the number of employees of the company. Also, include information (resume) about the specific account manager that will be assigned to the City.
- List of current clients similar in size and scope to TFD.

4.2. Service Proposal

- Detailed description of the proposed billing process.
- Explanation of how patient data will be collected and protected.
- Description of claim submission process and follow-up procedures.
- Outline of the customer service and support offered to TFD and its patients.

4.3. Technology and Security

- Overview of the billing software and technology to be used.
- Security measures in place to protect patient data.
- Compliance with HIPAA and other relevant regulations.

4.4. Staffing and Training

- Information on the staff who will be handling TFD's account, including their qualifications and experience.
- Description of staff training programs, particularly in ambulance billing and compliance.

4.5. Reporting and Transparency

- Sample reports demonstrating the type of data and insights provided to clients.
- Frequency and format of reports.
- Methods for ensuring transparency and accountability in billing processes.

4.6. Pricing

- Detailed pricing structure, including setup fees, transaction fees, and any other charges.
- Explanation of how fees are calculated and billed.
- Options for volume-based pricing or other discounts.

5. Evaluation Criteria

Proposals will be evaluated by a committee within Tremonton City.

- Experience and qualifications of the vendor.
- Understanding of TFD's needs and proposed approach.
- Technology and security measures.
- Cost-effectiveness of the proposal.
- References and past performance.

6. Submission Instructions

Proposals must be submitted by 5:00 PM on October 7, 2024. Proposals should be sent to:

Brady Hansen
Tremonton City
102 S Tremont Street
Email: bhansen@tremontoncity.com
D: 435-275-9322
C: 435-230-9354

7. Additional Information

TFD reserves the right to request additional information or clarifications from vendors during the evaluation process. TFD also reserves the right to reject any or all proposals, and to negotiate terms with the selected vendor.

8. Timeline

- **RFP Issuance:** August 26, 2024
- **Proposal Due Date:** October 7, 2024
- **Evaluation Period:** October 7, 2024 to October 21, 2024
- **Vendor Selection:** October 21, 2024
- **Contract Start Date:** TBD

9. Contact Information

For questions or more information, please contact:

bhansen@tremontoncity.com
D: 435-257-9322
C: 435-230-9354

We appreciate your interest in working with the Tremonton City Fire Department and look forward to reviewing your proposal.
Sincerely,
Brady Hansen
Fire Chief
Tremonton City Fire Department

RESOLUTION NO. 24-54

A RESOLUTION OF TREMONTON CITY CORPORATION ADOPTING A PROFESSIONAL SERVICES AGREEMENT BETWEEN TREMONTON CITY AND CHRIS REES FOR WEBSITE DEVELOPMENT SERVICES

WHEREAS, the City desires to develop and maintain a website to provide information and services to the public; and

WHEREAS, the Consultant has expertise in website development, design, and maintenance services and has agreed to provide such services to the City under the terms and conditions set forth herein; and

WHEREAS, the City and the Consultant desire to enter into this Agreement to define their respective rights and obligations with respect to the website development services to be provided.

NOW, THEREFORE, BE IT RESOLVED that the Tremonton City Council hereby approves adopting a Professional Services Agreement with Chris Rees for website development services as stated in Exhibit "A."

Adopted and passed by the governing body of Tremonton City Corporation this 20th day of August 2024.

TREMONTON CITY
A Utah Municipal Corporation

By _____
Lyle Holmgren, Mayor

ATTEST:

_____
Cynthia Nelson, City Recorder

EXHIBIT “A”

WEBSITE DEVELOPMENT PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT (hereinafter referred to as the "Agreement") for website development, design, and maintenance services is made by and between Tremonton City, a body corporate and politic of the State of Utah (hereinafter referred to as "City"), and Chris Rees (hereinafter referred to as "Contractor"), individually or jointly the City and Contractor shall be referred to as "Party" or "Parties".

RECITALS

WHEREAS, the City desires to develop and maintain a website to provide information and services to the public: and

WHEREAS, Contractor has expertise in website development, design, and maintenance services and has agreed to provide such services to the City under the terms and conditions set forth herein; and

WHEREAS, the City and the Consultant desire to enter into this Agreement to define their respective rights and obligations with respect to the website development servies to be provided.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION 1 – SERVICES RENDERED

1.01 Services Rendered. The Contractor agrees to provide website development services as described for the City. The services shall include, but are not limited to:

- The design, development, testing, deployment, and ongoing maintenance of the City's webisite.

SECTION 2 – TERMS OF AGREEMENT

2.01 Term of Agreement. This Agreement shall commence on August 20, 2024 and shall continue for a period of one year, unless terminated by either Party providing thirty (30) days written notice to the other Party as further described in Section "4.09 Notices" of this Agreement. This agreement shall be reevaluated on an annual basis and may be extended by mutual written consent of the Parties.

2.02 Compensation and Timelines. In consideration for the Services provided, the City agrees to pay Contractor $95 per hour billable in 30 minute increments. Payment shall be made within thirty (30) days of receipt of an invoice from Contractor, detailing the Services provided. Any additional services outside the scope of this Agreement shall require a separate written agreement and compensation. Services provided under this Agreement shall be suspended if payment is not received within five (5) days following the due date.

2.03 Independent Contractor. The Contractor is an independent contractor, and as such, shall

not be eligible for employee benefits from the City such as, but not limited to, health insurance, dental insurance, workers compensation, life insurance, 401(k) participation, or retirement plans. Furthermore, the Contractor shall be compensated as an independent contractor receiving Internal Revenue Service Form 1099 from the City at the completion of the Tax year in which work is performed. Additionally, the Contractor shall provide their own equipment necessary to complete the scope of work, except when they are working on site. At such time, the City will provide a computer, mouse, and monitor for Contractor's use to complete their scope of work.

2.04 Ownership of Work Product. All work product, including but not limited to designs, code, content, and documentation created by the Consultant under this Agreement shall be the exclusive property of the City. The Consultant agrees to execute any documents necessary to transfer ownership rights to the City.

2.05 Confidentiality. The Consultant agrees to maintain the confidentiality of any proprietary or confidential information received from the City during the term of this Agreement and not to disclose such information to any third party with the City's prior written consent.

SECTION 3 – OBLIGATIONS, REPRESENTATIONS, AND WARRANTIES

3.01 Skills and Expertise. The Contractor represents that they possess the requisite skill, expertise, and licensing to perform the required services. The Contractor shall perform its services consistent with the professional skill and necessary care.

3.02 Authority. The undersigned each represents they have full authority to sign this Agreement and to enter into this Agreement on behalf of the Party to the Agreement so reflected by each signature.

SECTION 4 – MISCELLANEOUS

4.01 Non-Fiduciary Relationship. The Parties hereto expressly disclaim and disavow any partnership, joint venture, or fiduciary status or relationship between them and expressly affirm that they have entered into this Agreement as independent contractors and that the same is in all respects an "arms-length" transaction.

4.02 Further Instruments. The Parties hereto agree they will execute any and all other documents or legal instruments that may be necessary or required to carry out and effectuate all of the provisions hereof.

4.03 Assignment. Parties agree that they may not assign this Agreement to any other person or entity without the express prior written consent of the other Party.

4.04 Preparation of Agreement. The Parties hereto acknowledge they have both participated in the preparation of this Agreement. If any question arises regarding its interpretation, no presumption shall be drawn in favor of or against any Party hereto on the drafting hereof.

4.05 Entire Agreement. This Agreement sets forth the entire understanding of the Parties with respect to the subject matters stated herein and supersedes any prior or contemporaneous oral and/or written agreements or representations, if any, between the Parties; that the terms of this Agreement are contractual and not mere recitals; and the Parties acknowledge no promise or agreement not included in this Agreement has been made, but that they are relying solely upon their own judgment after consultation with their respective attorney or attorneys.

4.06 Counterparts, Duplicate Copies, and Facsimile Copies. This Agreement may be executed in counterparts such that an Agreement with a complete set of signatures, whether or not on different copies of the page on which the signatures appear, shall constitute a fully-executed agreement; all executed copies of this Agreement shall constitute duplicate originals; and a copy or facsimile signature shall be treated for all purposes as an original signature.

4.07 Modification. The Agreement may not be modified in any manner except in writing signed by each of the Parties.

4.08 Waiver. A waiver by any Party of any provision hereof, whether in writing or by course of conduct or otherwise, shall be valid only in the instance for which it is given and shall not be deemed a continuing waiver of said provision, nor shall it be construed as a waiver of any other provision hereof.

4.09 Notices. Any notice sent by either Party shall be sent, to the appropriate address contained herein, certified mail, return receipt requested:

Attention: Chris Rees
4080 West 9600 North
Elwood, Utah 84337

Attention: City Manager
Tremonton City
102 South Tremont Street
Tremonton, Utah 84337

4.10 Incorporation of Recitals and Exhibits. All recitals and exhibits contained herein and/or attached hereto are hereby incorporated into the Agreement.

4.11 Severability. If any portion of this Agreement is nullified or voided by a Court of competent jurisdiction, that portion shall be severed from the remainder of the Agreement, and all other portions of the Agreement shall remain in full force.

4.12 Attorney's Fees and Costs. In the event, any Party hereto shall be in default or breach of this Agreement, said Party shall be liable to pay all reasonable attorney's fees, court costs and other related collection costs and expenses incurred by the non-defaulting or non-breaching party in prosecuting its rights hereunder.

4.13 Applicable Law, Jurisdiction, and Venue. The Agreement shall be interpreted in with

the laws of the State of Utah, and the First District Court of the State of Utah, in and for Box Elder County shall have jurisdiction and be the proper venue for any suit arising here from.

4.14 Survival of Terms. Any term in the Agreement intended by its nature to survive the execution date of the Agreement shall so survive.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the dates herein shown below.

TREMONTON CITY,
A Utah Municipal Corporation

_____

Lyle Holmgren, Mayor (Date)

Attest:

_____

Cynthia Nelson, City Recorder (Date)

CONTRACTOR, Chris Rees

_____

Chris Rees, Contractor (Date)

Staff Memo for the Tremonton City Council

August 20, 2024

From: Planning Department

To: Tremonton City Council

Re: Jason Murray Annexation

Located on the south side of 12000 N (Tremonton's 1000 N), Jason Murray owns two separate parcels. The north parcel (05-039-0112) is within Box Elder County, and the south parcel (05-039-0113) is within Tremonton City Boundary.

Currently, Mr. Murray is looking to annex the north parcel into Tremonton City's jurisdiction to access our city water line for both parcels. He has spoken about ideas for his land, but at this time, he is not considering any one idea.

I am supportive of this annexation, and I would recommend the Council to vote in-favor of this annexation.

Respectfully submitted,

Jeff Seedall

City Planner

PETITION FOR ANNEXATION

Recorder's Office ● 102 South Tremont Street, Tremonton, UT 84337
Phone: 435-257-9506 ● Fax: 435-257-9513 ● www.tremontoncity.org

FEES:	Annexation Filing Fee	$300	Receipt #: 24.0006144
	Annexation Deposit	$800	Date: 7/26/24

Please submit the following with your application and applicable fees:

- County printout of property legal description
- An accurate and recordable plat map and ~~three (3) full-size (24"x36"), one (1) small-size (11"x17"), and one (1) regular-size (8 ½"x11") copies of each sheet of the annexation plat~~ PDF

JSecdall @tremontoncity.com

Legal Description Describing New Annex

*****Prior to submitting the petition and information to the City Recorder, the annexation plat should be reviewed by the Box Elder County Recorder's Office and County Surveyor and any changes should be made prior to the Annexation Plat being submitted. The review information from the County Recorder and Surveyor should accompany this petition*****

Name of Petitioner: Jason Murray
(Please Print)

Address: 20 North Bywaterway Brigham Ut 84302
Street City State Zip

Phone: 8017911540 called 7/26/24 told Jason he needs to talk to County first.

Fax: _____ Email: Js98shaker@msn.com

Parcel Identification Number(s): 05-039-0112

We the undersigned owners of certain real property, lying contiguous to the present municipal limits of Tremonton City, hereby submit this Petition for Annexation and respectfully represent the following:

1. That this petition is made pursuant to the requirements of Section 10-2-403, Utah Code Annotated, 1953, as amended (U.C.A.);

2. That the property subject to this petition is in an unincorporated area contiguous to the boundaries of Tremonton City and the annexation thereof will not leave or create an unincorporated island or peninsula;

3. That the signatures affixed hereto are those of the owners of private real property that:
   a. is located within the area proposed for annexation; and
   b. covers a majority of the private land area within the area proposed for annexation; and
   c. Covers 100% of the private land area within the area proposed for annexation, if the area is within:
      i. an agriculture protection area created under Title 17, Chapter 41, Agriculture and Industrial Protection Area; or
      ii. a migratory bird production area created under Title 23, Chapter 28, Migratory Bird Production Area (after July 1, 2010); or
      iii. is equal in value to at least 1/3 of the value of all private real property within the area proposed for annexation;
      iv. If all the real property within the area proposed for annexation is owned by a public entity, other than the federal government, the owner of all the publicly owned real property.

5. That the signers of this petition have been designated as sponsors, one of whom is designated as the "Contact Sponsor", with the mailing address of each sponsor being indicated . (Note: If the property is owned by an LLC or Corporation and only one person is signing the petition, submit a copy of the LLC/Corporation for review to ensure that the signer has authorization to represent the group.);

6. That this petition does not propose annexation of all or a part of an area proposed for annexation in a previously filed petition that has been denied, rejected, or granted;

7. That this petition does not propose annexation of an area that includes some or all of an area proposed to be incorporated in a request for a feasibility study under Section 10-2a-202-103 U.C.A. or a petition under Section 10-2a-302 U.C.A. if:
   a. the request for petition was filed before the filing of the annexation petition; and
   b. the request, a petition under Section 10-2a-208 based on that request, or a petition under Section 10-2a-302 is still pending on the date the annexation petition is filed;

8. The boundaries of an area proposed for annexation shall be drawn:
   a. if practicable and feasible, along the boundaries of existing local districts and special service districts for sewer, water and other services, along the boundaries of school districts whose boundaries follow city boundaries or school districts

adjacent to school districts whose boundaries follow city boundaries, and along the boundaries of other taxing entities;

b. to eliminate islands and peninsulas of territory that is not receiving municipal-type services;

c. to facilitate the consolidation of overlapping functions of local government;

d. if practicable and feasible, to promote the efficient delivery of services; and

e. if practicable and feasible, to encourage the equitable distribution of community resources and obligations.

9. That the property does not (does or does not) have any improvements on it; and

10. That the petitioners request the property, if annexed, be zoned R1-20

11. For tax purposes, address of property owners within the annexation will be given to the various utilities.

WHEREFORE, the Petitioners hereby request that this petition be considered by the governing body at its next regular meeting, or as soon thereafter as possible; that a resolution be adopted, as required by law, accepting this Petition for Annexation for further consideration; and that the governing body takes such steps as required by law to complete the annexation herein petitioned.

DATED this 26 Day of July, 2024.

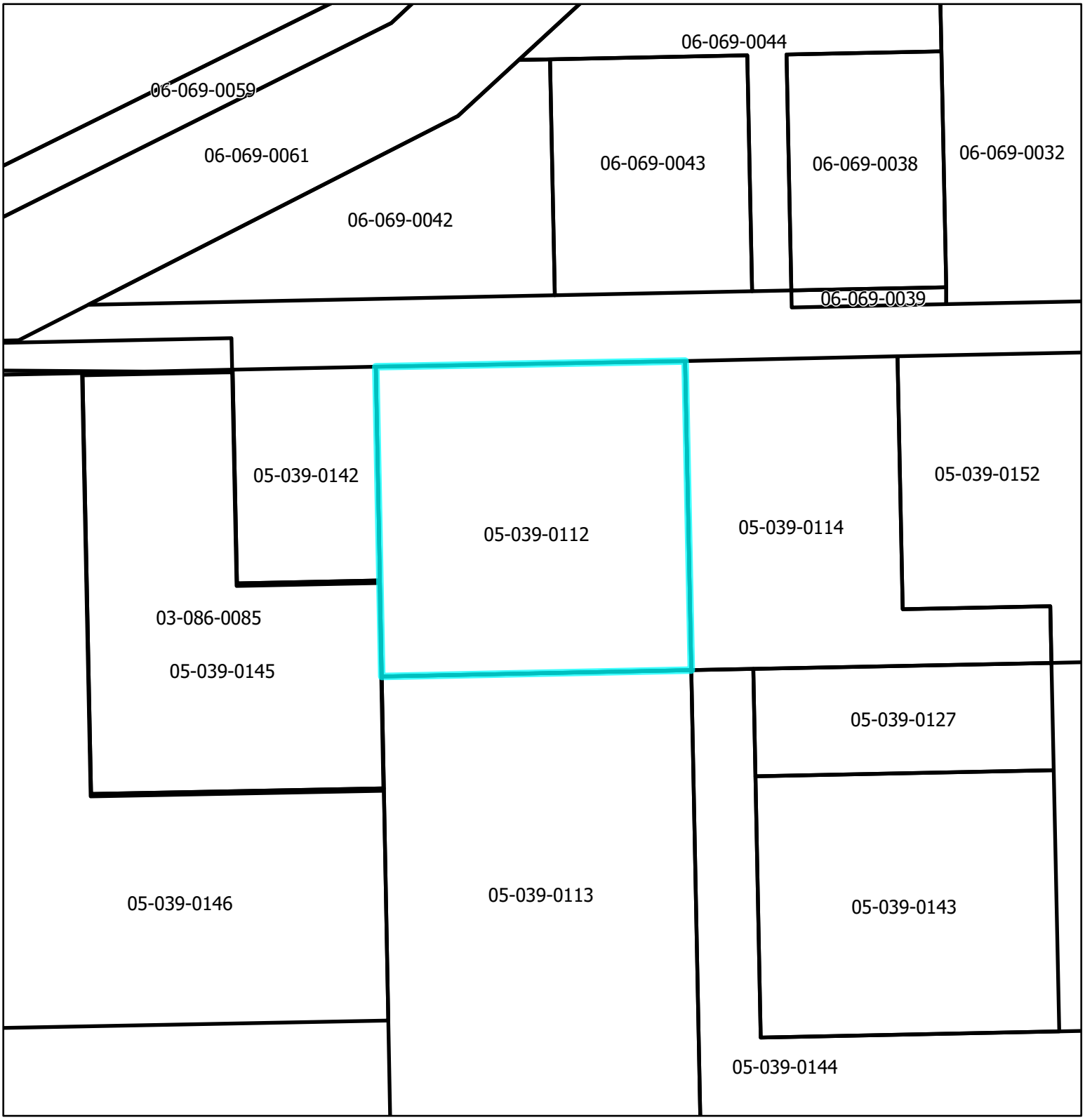
Petitioner(s) Name(s) Signature as it/they appear(s) on County tax roles	**Address Telephone Number**
*CS: Jason Murray	801 791 1540
*S:	
*S:	
*S:	

*CS - Contact Sponsor *S – Sponsor

RECORD OWNER	NO. OF ACRES	ASSESSED VALUE	TAX ID NO.
Jason Murray	2.06		05-039-0112

(Attach additional sheets if necessary)

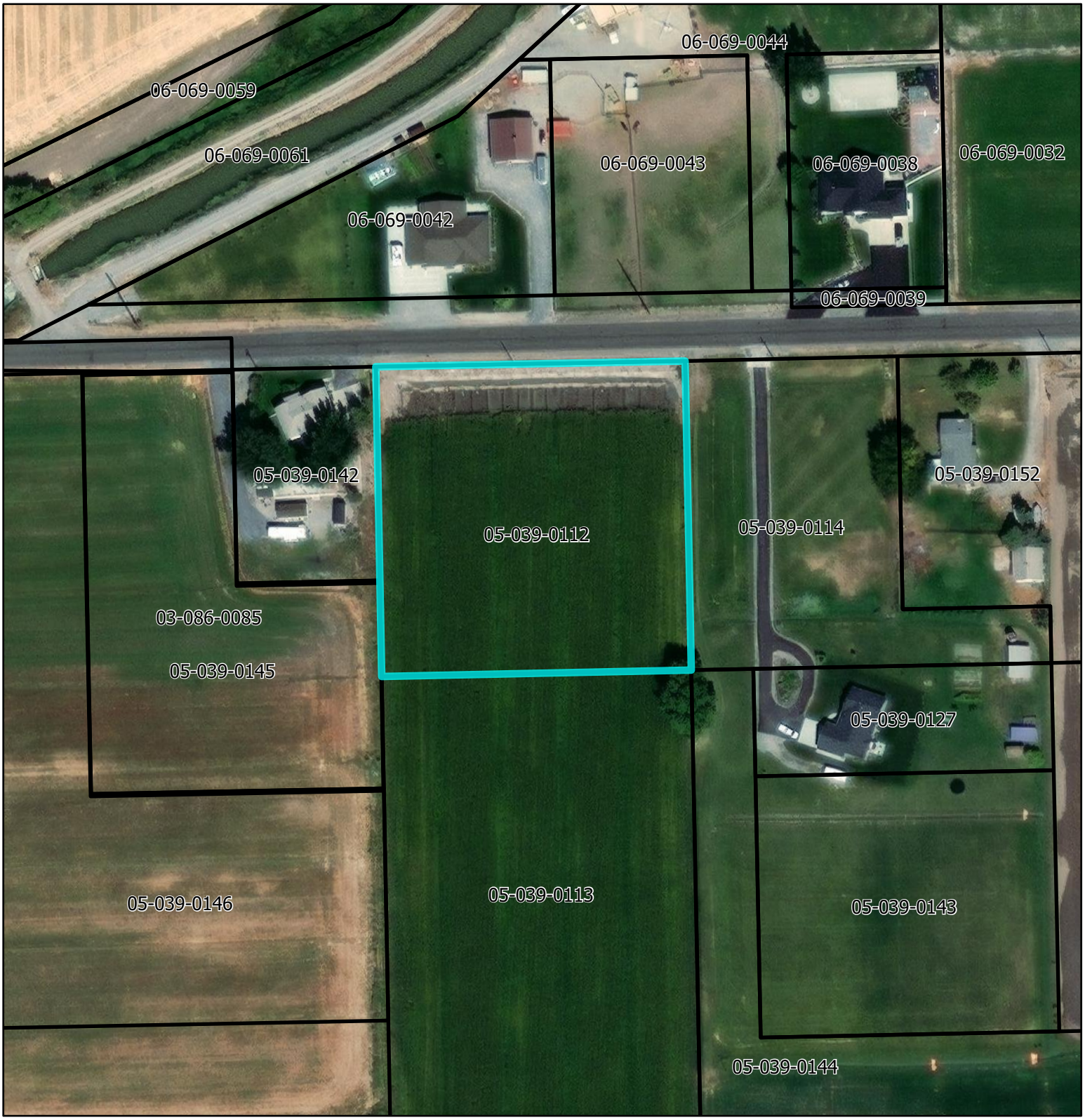
Murray Annexation



BOX ELDER COUNTY

This is neither a plat nor a survey. It is furnished merely as a convenience to aid you in locating the land indicated hereon with reference to streets and other land.
No liability is assumed by reason of any reliance hereon.

Murray Annexation



0 62.5 125 250 375 500

Feet

BOX ELDER COUNTY

N

This is neither a plat nor a survey. It is furnished merely as a convenience to aid you in locating the land indicated hereon with reference to streets and other land.
No liability is assumed by reason of any reliance hereon.

Staff Memo for the Tremonton City Council

August 20, 2024

From: Planning Department

To: Tremonton City Council

Re: Development Agreement

Located on the east side of 400 West, the Homes at Tremonton are waiting for their Certificate of Occupancy through resolving a conflict between the constructed building and the signed development agreement. In this conflict, the development agreement is the legal abiding document unless the City Council approves its amendment.

In May 2023, the Homes at Tremonton were given final site plan approval by the Development Review Committee. Between May and November, the project was sold from Danny McFarland to Spencer Butterfield, and the builder, Gene Ashton, remained with the construction. Within those six months, an error took place that altered the City's expectation for the building.

Exhibit "A" shows the architectural elevations within the development agreement; Exhibit "B" shows the building that was constructed. Although very similar, there are details that change almost half of the exterior finishes; those areas are highlighted in Exhibit "A." According to Gene, to alter the finishes now, would be to strip off the existing work and redo the entire building.

This issue went before the Planning Commission last week, and their recommendation was to amend the agreement. It is the Council's decision to accept or deny that recommendation.

Respectfully submitted,

Jeff Seedall

City Planner

Exhibit A – Development Agreement Elevations



C3 FRONT FACING EXTERIOR ELEVATION
SCALE: 3/16" = 1'-0"



A3 REAR FACING EXTERIOR ELEVATION
SCALE: 3/16" = 1'-0"

KEYNOTES

#	DESCRIPTION
07AA	RAIN GUTTER - COLOR: BLACK
07AB	DOWNSPOUT - COLOR: BLACK
07FA	HARD COAT FINISH - COLOR: WHITE
07FB	HARD COAT FINISH - COLOR: LIGHT GRAY
07FC	8" HORIZONTAL CEMENT BOARD SIDING - COLOR: LIGHT GRAY
07FD	8" HORIZONTAL CEMENT BOARD SIDING - COLOR: DARK GRAY
07FE	METAL FASCIA - COLOR: BLACK
07FF	ARCHITECTURAL ASPHALT SHINGLES - COLOR: BLACK

KEYNOTES

#	DESCRIPTION
07FG	CANOPY W/ METAL FASCIA & ARCHITECTURAL ASPHALT SHINGLES - COLOR: BLACK
07FH	CONTROL JOINT
08AA	WINDOW OPENING
08BA	DOOR - FOR SIZES AND TYPES SEE DOOR SCHEDULE
08EA	WINDOW - FOR SIZES & TYPES SEE WINDOW SCHEDULE

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HOMES AT TREMONTON
10-PLEX
TREMONTON, UT

CARTWRIGHT PROJECT #	121185
DATE:	01/31/2023
DRAWN BY:	CW
CHECKED BY:	CW
APPROVED BY:	JC

REVISIONS
DATE DESCRIPTION

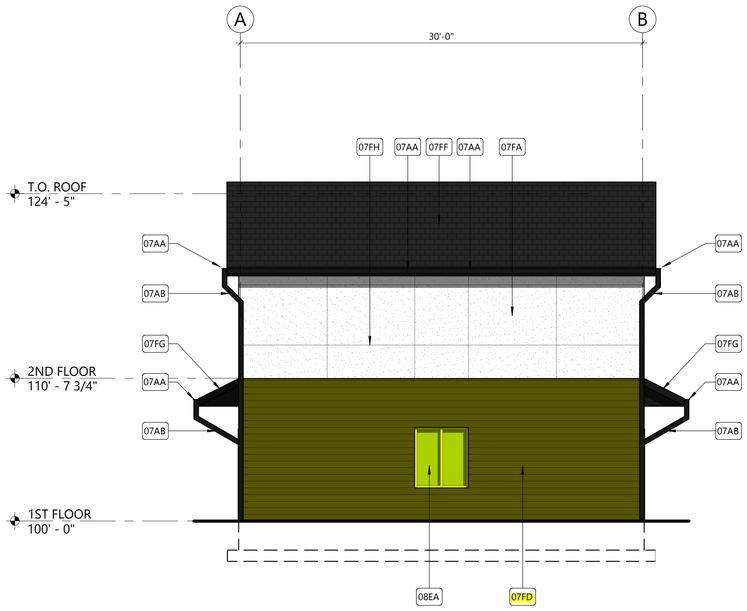
EXTERIOR ELEVATIONS
A201

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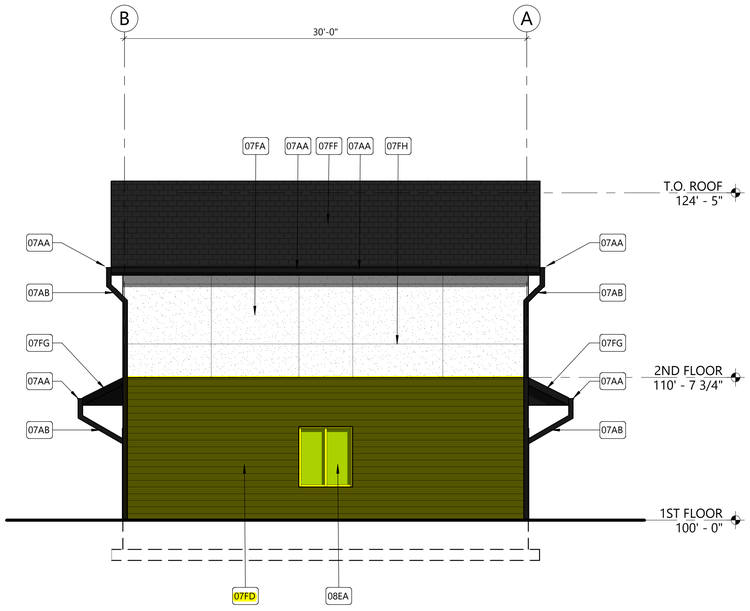
CONST DOCS

KEYNOTES

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07FF	ARCHITECTURAL ASPHALT SHINGLES - COLOR: BLACK
07FG	CANOPY W/ METAL FASCIA & ARCHITECTURAL ASPHALT SHINGLES - COLOR: BLACK
07FH	CONTROL JOINT
08EA	WINDOW - FOR SIZES & TYPES SEE WINDOW SCHEDULE



B2 RIGHT FACING EXTERIOR ELEVATION
SCALE: 3/16" = 1'-0"



B4 LEFT FACING EXTERIOR ELEVATION
SCALE: 3/16" = 1'-0"

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HOMES AT TREMONTON
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TREMONTON, UT

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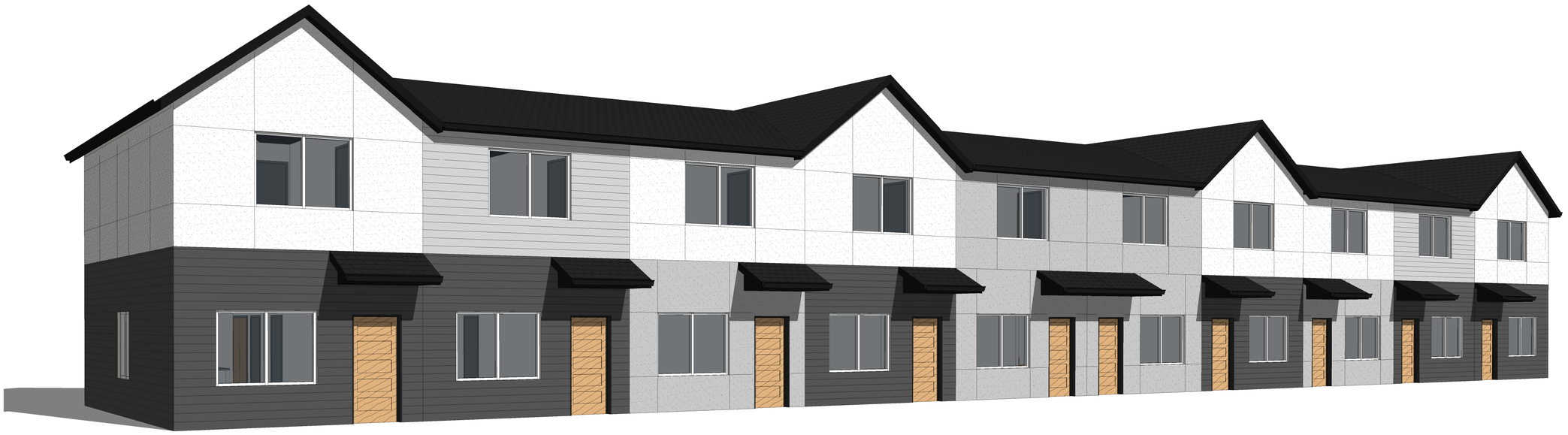
REVISIONS
DATE DESCRIPTION

EXTERIOR ELEVATIONS

A202

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CONST DOCS





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HOMES AT TREMONTON
10-PLEX

TREMONTON, UT

CARTWRIGHT PROJECT #	121185
DATE:	01/31/2023
DRAWN BY:	CW
CHECKED BY:	CW
APPROVED BY:	JC

REVISIONS

	DATE	DESCRIPTION

3D EXTERIOR ELEVATIONS

A203

CONST DOCS

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Exhibit B – Constructed Elevations



C3 FRONT FACING EXTERIOR ELEVATION
SCALE: 3/16" = 1'-0"



A3 REAR FACING EXTERIOR ELEVATION
SCALE: 3/16" = 1'-0"

KEYNOTES

#	DESCRIPTION
07AA	RAIN GUTTER - COLOR: BLACK
07AB	DOWNSPOUT - COLOR: BLACK
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07FE	METAL FASCIA - COLOR: BLACK
07FF	ARCHITECTURAL ASPHALT SHINGLES - COLOR: BLACK

KEYNOTES

#	DESCRIPTION
07FG	CANOPY W/ METAL FASCIA & ARCHITECTURAL ASPHALT SHINGLES - COLOR: BLACK
07FH	CONTROL JOINT
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HOMES AT TREMONTON
10-PLEX
TREMONTON, UT

CARTWRIGHT PROJECT #	121185
DATE:	03/20/2023
DRAWN BY:	CW
CHECKED BY:	CW
APPROVED BY:	JC

REVISIONS
DATE DESCRIPTION

EXTERIOR ELEVATIONS

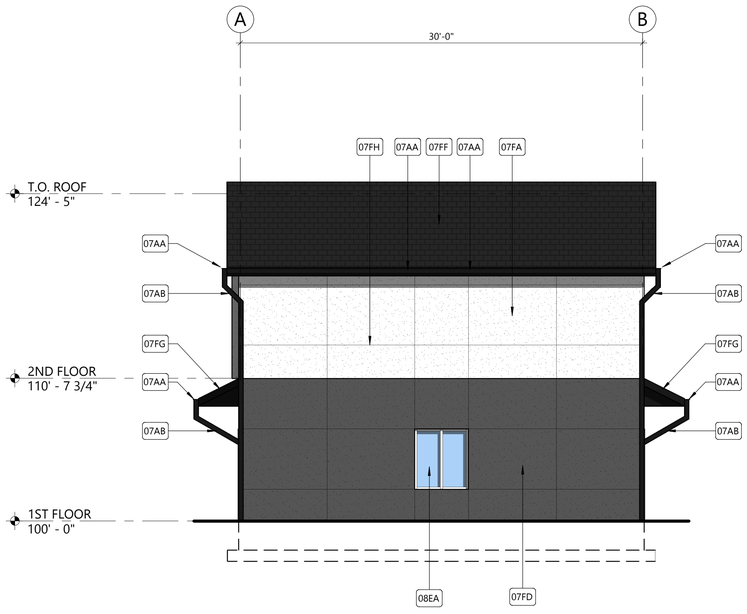
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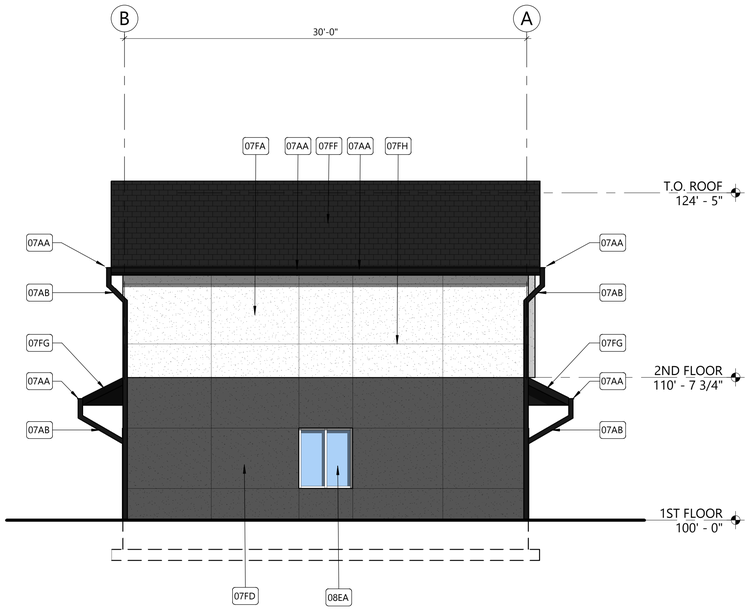
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KEYNOTES

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07FG	CANOPY W/ METAL FASCIA & ARCHITECTURAL ASPHALT SHINGLES - COLOR: BLACK
07FH	CONTROL JOINT
08EA	WINDOW - FOR SIZES & TYPES SEE WINDOW SCHEDULE



B2 RIGHT FACING EXTERIOR ELEVATION
SCALE: 3/16" = 1'-0"



B4 LEFT FACING EXTERIOR ELEVATION
SCALE: 3/16" = 1'-0"

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10-PLEX
TREMONTON, UT

CARTWRIGHT PROJECT #	121185
DATE:	03/20/2023
DRAWN BY:	CW
CHECKED BY:	CW
APPROVED BY:	JC

REVISIONS
DATE DESCRIPTION

EXTERIOR ELEVATIONS

A202

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CONST DOCS





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HOMES AT TREMONTON
10-PLEX

TREMONTON, UT

CARTWRIGHT PROJECT #	121185
DATE:	03/20/2023
DRAWN BY:	CW
CHECKED BY:	CW
APPROVED BY:	JC

REVISIONS

	DATE	DESCRIPTION

3D EXTERIOR ELEVATIONS

A203

CONST DOCS

4/10/2023 5:28:01 PM

Approved for use by Tremonton City Council Resolution No.20-42

Entry No. 469220 B: 1570 P: 1044 Pages: 33
11/15/2023 03:36:47 PM FEE $40.00
AGREEMENT For: TREMONTON CITY CORP
Chad Montgomery, Box Elder County Utah Recorder

HOMES AT TREMONTON TOWNHOMES
SITE PLAN DEVELOPMENT AGREEMENT

THIS SUBDIVISION DEVELOPMENT AGREEMENT (hereinafter "Agreement"), is made and entered into this 7 day of November, 2023, by and between the TREMONTON CITY, a body corporate and politic of the State of Utah, (hereinafter the "City") and SUMMIT PERFORMANCE PROPERTIES LLC (hereinafter "Developer") the City or Developer may be referred to individually as" Party" or collectively as Parties:

RECITALS

WHEREAS, Developer desires to develop certain real property situated in the corporate city limits of Tremonton City, Box Elder County, State of Utah (hereinafter sometimes referred to as the "Property" or "Development") and legally described as follows, to wit:

W/2 OF LT 15, 16 & W/2 OF LOT 17 OF SCHRENKS WEST SUBD TCS.

WHEREAS, Developer desires to develop the Property and Developer has submitted to the City all plats, plans (including utility plans), reports, and other documents required for the approval of a Final Plat according to the City's outlined policies, procedures, and code; and

WHEREAS, the Parties hereto have agreed that the development of the Property will require municipal services from the City in order to serve such area and will further require the installation of certain improvements primarily of benefit to the lands to be developed and not to the City of Tremonton as a whole; and

WHEREAS, the City has approved the Final Plat for recording with the Recorder's Office of Box Elder County, Utah, which was submitted by the Developer subject to certain requirements and conditions, which involved the installation of and construction of utilities and other municipal improvements in connection with the Property; and

WHEREAS, Utah Code 10-9a-102 provides the City's general land use authority to adopt ordinances, resolutions, rules, and may enter into development agreements.

NOW, THEREFORE, in consideration of the promises of the Parties hereto and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, it is agreed as follows:

SECTION 1. GENERAL CONDITIONS

A. **Development Activities.** The terms of this Agreement shall govern all development activities of the Developer pertaining to the Property. For the purposes of this Agreement, "development activities" shall include, pursuant to Utah Code Annotated (hereinafter "UCA") § 10-9a-103(8), but be not limited to, the following: any change in the use of land that creates additional demand and needs for public facilities. Furthermore, for purposes

of this agreement only, "development activities" shall also include the following: (1) the actual construction of improvements, (2) obtaining a permit therefore, or (3) any change in grade, contour, or appearance of the Property caused by, or on behalf of, the Developer with the intent to construct improvements thereon, none of which shall occur until execution of the Agreement and City approval of the Final Plat.

B. **Time Limitations for Improvements.** All water lines, sanitary sewer collection lines, storm sewer lines and facilities, streets, curbs, gutters, sidewalks, streetlights, and trails shall be installed as shown on the Final Plat, Construction Drawings and in full compliance with the standards and specifications of the City, at the time of approval of the Final Plat, subject to a one (1) year time limitation from the date of approval of the Final Plat, which is in compliance with Title II, Chapter 2.05 of the Tremonton City Land Use and Development Code. In the event that the Developer commences or performs any construction pursuant hereto after the passage of one (1) year from the date of approval of the Final Plat, the Developer shall resubmit the Final Plat and documentation supporting a new guaranty bond to the City Engineer for reexamination. Pursuant to UCA § 10-9a-603, the City may then require the Developer to comply with the approved standards and specifications of the City at the time of resubmission.

After one (1) year from the date of approval of the Final Plat, if any development improvements have not been completed, the City, at its sole discretion, may use the guaranty bond money to complete development improvements.

C. **Culinary Water and Sewer Treatment Capacity.** The City, which includes the Tremonton City Culinary Water Authority and Tremonton City Sanitary Sewer Authority, does not reserve or warrant water capacity or sewer treatment capacity until the issuance of a building permit. Recording of the Final Plat, execution of this Agreement, and/or recording of any lot within the Development does not constitute a reservation or warranty for water capacity and/or sewer treatment capacity

D. **Fee-in-Lieu Payments.** In cases where a Developer shall be required by City Ordinance to install an improvement, but circumstances, as determined by the City Engineer, prevent the construction of the improvement, the Developer shall pay a fee-in-lieu of construction. The fee-in-lieu payment shall be the current cost of constructing the improvement as estimated by the City Engineer and formalized in Section 2- "Special Conditions in this Agreement." The fee-in-lieu payment shall be used towards the costs of installing the required improvements, the timing of when said improvement shall be constructed shall be at the sole discretion of the City and absolve the Developer from making the improvement in the future or paying the future cost of the required improvement.

E. **Off-Site Project Improvements.** Developer may be required to install off-site improvements without participation or reimbursement from the City or surrounding property owners. Such improvements are identified as "Project Improvements" as defined by Utah Code Annotated 11-36a-102 (14), which generally include improvements that are: 1) planned and designed to provide service for the Development; 2) necessary for the use and convenience of the occupants or users of the Development, and 3) improvements that are not identified or reimbursed as a "System Improvement" as defined by Utah Code Annotated 11-36a-102 (21).

F. **Secondary Water System.** In accordance with Utah Code Annotated 10-9a-508, subdivisions that require water service shall provide to the City, in addition to those requirements and improvements associated with culinary water, the necessary water shares in the Bear River Canal Company sufficient to meet the municipal needs that will be created by the Development. Said dedication of water shares shall occur prior to, or contemporaneous with, the approval for subdivision of Property. All such water share dedications shall occur prior to the recording of the subdivision with the Box Elder County Recorder. Developer shall also construct a secondary water transmission and distribution system in accordance with the City's construction standards sufficient to satisfy the existing and future uses of the occupants to be supplied by the City's Secondary Water System in the Development. The use of the water shares dedicated to the City by the Developer and connection of the Developer's installed secondary water distribution system within the Development to secondary water transmission lines constructed by the City shall be at the City's sole discretion.

G. **Building Permit Issuance.** No building permit for the construction of any structure within the development shall be issued by the City until all individual lots in the development are staked by a licensed surveyor, the public water lines and stubs to each lot, charged fire hydrants, sanitary sewer lines, and stubs to each lot, street lights and public streets (including all-weather access, curb, gutter, and pavement with at least the base course completed), serving such structure have been completed and accepted by the City.

H. **Certificate of Occupancy.** No Certificates of Occupancy shall be issued by the City for any structure within the development until gas lines to the structure are installed, street signs are installed, and all electrical lines are installed.

I. **Financial Responsibilities of Developer.** Except as otherwise herein specifically agreed, the Developer agrees to install and pay for all water, sanitary sewer, and storm drainage facilities and appurtenances, and all streets, curbs, gutters, sidewalks, trails, and other public improvements required by this Development as shown on the Final Plat, Construction Drawings and other approved documents pertaining to this Development on file with the City.

J. **Utility Line Installments.** Street improvements shall not be installed until all utility lines to be placed therein have been completely installed, including all individual lot service lines (water and sewer) leading in and from the main to the property line, all electrical lines, and all communication conduits.

K. **Inspection by City Officials.** The installation of all utilities shown on the Final Plat and Construction Drawings shall be inspected by the Engineering Department and/or Public Works Department of the City and shall be subject to such department's approval. The Developer agrees to correct any deficiencies in such installations to meet the requirements of the plans and/or specifications applicable to such installation. In case of conflict, the Tremonton City Public Works Standards shall supersede the Final Plat and Construction Drawings, unless written exceptions have been made.

L. **Form of Recorded Drawings.** The Developer shall provide the City Engineer with two (2) certified Record Plan Drawings upon completion of each phase of the construction. Utilities will not be initially accepted prior to as-built drawings being submitted to and approved by the City of Tremonton. The City reserves the right to request alternative forms of plans (i.e., CAD drawings, GIS images, etc.).

M. **Developer Compliance with EPA and other Regulations.** The Developer specifically represents that to the best of its knowledge, all property dedicated (both in fee simple and as easements) to the City associated with this Development (whether on or off-site) is in compliance with all environmental protection and anti-pollution laws, rules, regulations, orders or requirements, including solid waste requirements, as defined by the US Environmental Protection Agency Regulations at 40 CFR Part 261, and that such property as is dedicated to the City pursuant to this Development, is in compliance with all such requirements pertaining to the disposal or existence in or on such dedicated property of any hazardous substances, pollutants or contaminants, as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder. The Developer, for itself and its successor(s) in interest, does hereby indemnify and hold harmless the City from any liability whatsoever that may be imposed upon the City by any governmental authority or any third Party, pertaining to the disposal of hazardous substances, pollutants or contaminants, and cleanup necessitated by leaking underground storage tanks, excavation and/or backfill of hazardous substances, pollutants or contaminants, or environmental cleanup responsibilities of any nature whatsoever on, of, or related to any property dedicated to the City in connection with this Development, provided that such damages or liability are not caused by circumstances arising entirely after the date of acceptance by the City of the public improvements constructed on the dedicated property, except to the extent that such circumstances are the result of the acts or omissions of the Developer. Said indemnification shall not extend to claims, actions, or other liability arising as a result of any hazardous substance, pollutant, or contaminant generated or deposited by the City, its agents or representatives, upon the property dedicated to the City in connection with this Development. The City agrees to give notice to the Developer that he must obtain a complete discharge of all City liability through such settlement. Failure of the City to give notice of any such claim to the Developer within ninety (90) days after the City of first receives a notice of such claim under the Utah Governmental Immunity Act for the same, shall cause this indemnity and hold harmless agreement by the Developer to not apply to such claim and such failure shall constitute a release of this indemnity and hold harmless agreement as to such claim.

N. **City Ownership Rights.** The Developer acknowledges and agrees that the City, as the owner of any adjacent property (the "City Property") on which off-site improvements may be constructed, or that may be damaged by the Developer's activities hereunder, expressly retains (and does not by this Development Agreement waive) its rights as the property owner. The City's rights as an owner may include without limitation those rights associated with the protection of the City Property from damage, and/or the enforcement of restrictions, limitations, and requirements associated with activities on the City Property by the Developer as an easement recipient.

O. **Developer Vesting.** Developer, by and through execution of this agreement, receives a vested right to develop the number of lots shown and configured on the Final Plat, without interference from the City, so long as development is completed in accordance with the plans specifically shown on the Final Plat, Construction Drawings and pursuant to the statutory requirements codified by Utah State and Tremonton City Codes. Furthermore, following the execution of the Agreement, the Developer's right to develop and construct in accordance with the statutory requirements at the time of execution of the Agreement shall be deemed vested.

SECTION 2. SPECIAL CONDITIONS

BEFORE THE ISSUANCE OF THE BUILDING PERMIT

- Development Processing/Application Fees. That the Developer pays the development application review fees contained in the City's Consolidated Fee Schedule as follows:
  - Site Plan Fee. A fee of $350 for the site plan review.
  - Construction Drawings. A fee of $750 for the construction drawings review.
  - Water Share Transfer Fee. A water share transfer fee of $200, which is assessed by the Bear River Canal Company associated with the transferring of water shares dedicated by the Developer to the City for this Development.

- Fee in Lieu Chip Seal. That the Developer pays a fee-in-lieu in the amount of $1,503.35 for chip sealing the portion of the 400 West, which is comprised of 535 square yards, prior to the issuance of a building permit.

- Road Dedication Plat. That the Developer prepares a Road Dedication Plat to be recorded within the Box Elder County Recorder's Office prior to the issuance of a building permit.

- Rocky Mountain Power Notification. In accordance with Tremonton City Ordinance No. 20-07, before the City approves any new subdivision and before the recordation of the plat, the City shall require the developer to obtain Rocky Mountain Power's approval of Electrical Facilities, including underground facilities to be installed by the developer, and associated rights of way depicted on the plat. The developer shall mail a copy of the plat to Rocky Mountain Power:

  Rocky Mountain Power
  Attn: Estimating Department
  Local Address 596 North 400 West
  Tremonton, Utah 84337

- Bear River Water Canal Shares. In accordance with Section 2.06.105 of the Tremonton City Land Use Code, the Developer dedicates to Tremonton City 0.19 water shares in the Bear River Canal Company prior to the issuance of a building permit.

- Rocky Mountain Power Notification. In accordance with Tremonton City Ordinance No. 20-07, before the City approves any new subdivision and before the recordation of the

plat, the City shall require the developer to obtain Rocky Mountain Power's approval of Electrical Facilities, including underground facilities to be installed by the developer, and associated rights of way depicted on the plat. The developer shall mail a copy of the plat to Rocky Mountain Power:

Rocky Mountain Power
Attn: Estimating Department
Local Address 596 North 400 West
Tremonton, Utah 84337

AFTER THE ISSUANCE OF THE BUILDING PERMIT

- Storm Drainage. The property owner (Envision Finance & Mortgage Inc) to the south of this Property (Homes at Tremonton) is also planning on developing townhomes (currently called the Saylor Townhomes). Rather than having two separate storm drain basins, one for Homes at Tremonton and one for the Saylor Townhomes, the City suggested that these two private storm drain basins be combined into a larger consolidated basin that would provide a larger functional play area for residents and would save costs associated with constructing an outlet piping within 400 West.

  The Developers of the Homes at Tremonton and the Saylor Townhomes have agreed to consolidate the storm drain basin into one private storm drain basin. The outfall line for this consolidated storm drain basin is planned to be on the Saylor Townhome property, as shown in Exhibit "F." Currently, the Homes at Tremonton is ahead of the entitlement process, and it is anticipated that the Homes at Tremonton will start construction ahead of the Saylor Townhomes.

  As a contingency plan, if Saylor Townhomes is not developed in a timeframe that would allow for a private consolidated storm drain basin to serve both the Homes at Tremonton and the Saylor Townhomes the Developer of the Home at Tremonton (this "Development" or "Property") will construct a separate storm drain basin and outfall line that would connect the private storm drain basin for the Homes at Tremonton to the City's storm drain system in 400 West. The Developer will provide a financial guarantee associated with the storm drain basin and outfall line, as shown in Exhibit "B."

- Open Trench & UTOPIA. In accordance with Section 2.06.060 of the Tremonton City Land Use Code, the Developer shall give written notice to utility companies, including UTOPIA, a minimum of ten (10) days prior to the availability of access to open trenches. Tremonton City currently has the following individuals as UTOPIA representatives to coordinate the open trench:

  Brian Kelsey
  Outside Plant Design Manager
  Office: (801) 613-3868 | Cell: (801)-792-1353
  bkelsey@utopiafiber.com

Keith Perkins
Construction Manager
Office: (801) 613-3863 | Cell: (801) 330-5601
kperkins@utopiafiber.com

- Garbage Collection. The garbage collection containers for this development is a dumpster, and the property owner shall contract directly with a solid waste hauling contractor.

- Mechanical Equipment. In accordance with Section 1.26.040 E of the Tremonton City Land Use Code, all mechanical equipment shall be located or screened and/or other measures taken so as not to be visible from any public or private streets. Screens shall be aesthetically incorporated into the design of the building, whether located on the ground or roof. Rooftops of buildings shall be free of any mechanical equipment unless completely screened from all horizontal points of view. Measures taken to mitigate mechanical equipment from view, other than screening, such as painting of the mechanical equipment, shall be approved by the Zoning Administrator. Screening materials or painting of mechanical equipment shall conform to the color scheme of the primary building.

- Off-Site Improvements. The Developer agrees and covenants to construct an off-site secondary water line as shown on the approved construction drawings. The off-site secondary water line shall be constructed within the dedicated right of way of 400 West and dedicated to the City as a public improvement.

- Configuration and Dimensions of Parking Stalls. The approved site plan, which includes a parking lot, has been approved in accordance with the Tremonton City Land Use Code. The Developer and their successor of interest agree and covenant not to change the configuration of a parking lot or change the dimensions or locations of parking stalls by restriping the stalls without first receiving approval from the Tremonton City Development Review Committee.

- Exterior Materials. In accordance with Section 1.26.040 E of the Tremonton City Land Use Code, the Developer agrees and covenants that the color of all buildings is subject to City approval. The dominant overall color scheme of the building shall generally be subtle, subdued, low reflectance, neutral, or earth tones. Brighter primary colors may be used as accent elements, such as door and window frames and architectural details. Fluorescent or metallic colors are not allowed. Building elevations have been submitted and approved by the Zoning Administrator, as shown in Exhibit "E."

- Fencing. The Developer agrees to construct a six (6') privacy which is completely sight obscuring at the property line around the east and north property lines as shown on the approved site plan and landscape plan.

- Frontage Improvements. The Developer shall construct the following 400 West frontage improvements in front of the Development, which shall include the dedication of right-

of-way, construction of curb, gutter, storm drainage, and sidewalk. The Developer acknowledges that there shall be no on-street parking allowed on 400 West, and shall paint the curb red. All parking requirements for this Development shall be met by the Developer providing off-street parking from 400 West.

SECTION 3. MISCELLANEOUS

A. **Construction Site Safety.** The Developer agrees to provide and install, at its expense, adequate barricades, flaggers, warning signs, and similar safety devices at all construction sites within the public right-of-way and/or other areas as deemed necessary by the City Engineer, City Public Works Department, and Traffic Engineer in accordance with any and all Federal Regulations, the City's Policies and Procedures, Utah Department of Transportation Requirements, OHSA, and Manual of Uniform Traffic Control Devices ("MUTCD") and shall not remove said safety devices until the construction has been completed.

B. **Construction Site Waste.** The Developer shall, at all times, keep the public right-of-way free from accumulation of waste material, rubbish, or building materials caused by the Developer's operation, or the activities of individual builders and/or subcontractors; shall remove such rubbish as often as necessary, but no less than daily and; at the completion of the work, shall remove all such waste materials, rubbish, tools, construction equipment, machinery, and surplus materials from the public right-of-way. The Developer further agrees to maintain the finished street surfaces so that they are free from dirt caused by the Developer's operation or as a result of building activity. Any excessive accumulation of dirt and/or construction materials shall be considered sufficient cause for the City to withhold building permits and/or certificates of occupancy until the problem is corrected to the satisfaction of the City Building Inspector and/or the City Public Works Director. If the Developer fails to adequately clean such streets within two (2) days after receipt of written notice, the City may have the streets cleaned at the Developer's expense, and the Developer shall be responsible for prompt payment of all such costs. The Developer also agrees to require all contractors within the Development to keep the public right-of-way clean and free from the accumulation of dirt, rubbish, and building materials. Under no circumstances shall the Developer or any sub-contractors use open burning procedures to dispose of waste materials.

C. **Compliance with City Building Inspector, City Engineer, and City Public Works Director.** The Developer hereby agrees that it will require its contractors and subcontractors to cooperate with the City's Building Inspector, City Engineer, or City Public Works Director by ceasing operations when winds are of sufficient velocity to create blowing dust, which, in the inspector's opinion, is hazardous to the public health and welfare.

D. **Protection Strips and Undevelopable Lots.** Developer covenants and warrants that they have not, or will not in the future, unlawfully divide real property in such a way that a parcel of property is created or left behind that cannot be developed according to the requirements of Tremonton City Land Use Ordinances, or other applicable laws. Examples of a parcel of property that is created or left behind that cannot be developed include, but are not limited to, spite strips or protection strips, which are parcels created or left for the sole purpose

of denying another property owner access to their property, parcels with insufficient square footage, parcels with insufficient buildable area, parcels that do not meet the requirements of Tremonton City Land Use Ordinances, and parcels that do not abut on a dedicated street. When a Developer unlawfully divides property, the Developer agrees, as a remedy, to dedicate and otherwise deed ownership of these undevelopable parcels of land to the City within thirty (30) days of the City's written request.

E. **Consequences of Developer non-compliance with Final Plat and the Agreement.** The Developer shall, pursuant to the terms of this Agreement, complete all improvements and perform all other obligations required herein, for such improvements or obligations that may be shown on the Final Plat and Construction Drawings, or required within this Agreement or any document executed in the future that are required by the City for amending the Development's Final Plat, Construction Drawings, or this Agreement.

In addition to the other remedies contained within this Agreement for the Developer's non-compliance or default with the obligations required herein, the Parties agree that the City may delay the processing of any future land use applications, land use decisions, and/or land use permits submitted to the City for projects in which the Developer may have an ownership interest until the Developer non-compliance or default has been cured. The Developer acknowledges and agrees to waive any time constraints applicable in Utah Code, with which the City would otherwise be required to comply for the processing of land use applications, land use decisions, and land use permits for the Developer's non-compliance or default. Any future land use applications, land use decisions, and/or land use permits may include, but are not limited to, preliminary plats, final plats, site plans, building permits, certificates of occupancy, sign permits, zoning, rezoning, and annexations within the Development or outside of the boundaries of the Development, for which Tremonton City is Land Use Authority. An ownership interest in a future land use application, land use decisions, and/or land use permit includes, the Developer, Developer's spouse, and/or Developer's minor children ownership as an individual or a member of a corporation with assets that are the subject to the future land use application. If the City suspects that the Developer may have ownership in the future land use application, it is the Developer's burden to prove the contrary.. The City may also place liens on vacant lots still owned by the Developer as it deems necessary to ensure performance in accordance with the terms of the Agreement.

F. **No Waiver of Regulation(s)**. Nothing herein contained shall be construed as a waiver of any requirements of the City Code or the Utah Code Annotated, in its current form as of the date of approval of the Final Plat, and the Developer agrees to comply with all requirements of the same.

G. **Severability of Waivers.** A waiver by any party of any provision hereof, whether in writing or by course of conduct or otherwise, shall be valid only in the instance for which it is given, and shall not be deemed a continuing waiver of said provision, nor shall it be construed as a waiver of any other provision hereof.

H. **City Council Budgetary Discretion.** All financial obligations of the City arising under this Agreement that are payable after the current fiscal year are contingent upon funds for

the purpose being annually appropriated, budgeted, and otherwise made available by the Tremonton City Council, in its discretion.

I. **Covenants Run with the Land.** This Agreement shall run with the Property, including any subsequent, approved amendments to the Final Plat of all or a portion of the Property. This Agreement shall also be binding upon and inure to the benefit of the Parties hereto, their respective personal representatives, heirs, successors, grantees, and assigns. It is agreed that all improvements required pursuant to this Agreement touch and concern the Property regardless of whether such improvements are located on the Property. Assignment of interest within the meaning of this paragraph shall specifically include, but not be limited to, a conveyance or assignment of any portion of the Developer's legal or equitable interest in the Property, as well as any assignment of the Developer's rights to develop the Property under the terms and conditions of this Agreement.

J. **Liability Release.** With limitations pursuant to Utah Code Annotated § 10-9a-607, in the event the Developer transfers title to the Property and is thereby divested of all equitable and legal interest in the Property, the Developer shall be released from liability under this Agreement with respect to any breach of the terms and conditions of this Agreement occurring after the date of any such transfer of interest. In such an event, the succeeding property owner shall be bound by the terms of this Agreement.

K. **Irrigation Ditch, Bear River Canal Company, & Indemnification.** The Developer covenants that they have talked with all the parties that have an interest in the irrigation ditch that is being abandon through the Development and that the Developer will provide an alternative means for property owners to receive their irrigation water and that these alternative means have been approved by the property owners. The Developer agrees to indemnify the City from any liability associated with the abandonment of the irrigation ditch through the Development and any claim from the Bear River Canal Company regarding the platting of this subdivision impeding their claim for an easement.

L. **Default and Mediation.** Each and every term of this Agreement shall be deemed to be a material element hereof. In the event that either Party shall fail to perform according to the terms of this Agreement, such Party may be declared in default. In the event that a Party has been declared in default hereof, such defaulting Party shall be given written notice specifying such default and shall be allowed a period of ten (10) days within which to cure said default. In the event the default remains uncorrected, the Party declaring default may elect to: (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance or; (c) avail itself of any other remedy at law or equity.

In the event of the default of any of the provisions hereof by either Party, which shall give rise to commencement of legal or equitable action against said defaulting Party, the Parties hereby agree to submit to non-binding mediation before the commencement of an action in any Court of law. In any such event, the defaulting Party shall be liable to the non-defaulting Party for the non-defaulting Party's reasonable attorney's fees and costs incurred by reason of the default. Nothing herein shall be construed to prevent or interfere with the City's rights and remedies specified in Paragraph III.D of this Agreement.

M. **No Third-Party Beneficiaries**. Except as may be otherwise expressly provided herein, this Agreement shall not be construed as or deemed to be an agreement for the benefit of any third Party or Parties, and no third Party or Parties shall have any right of action hereunder for any cause whatsoever.

N. **Applicable Laws.** It is expressly understood and agreed by and between the Parties hereto that this Agreement shall be governed by and its terms construed under the laws of the State of Utah and the City of Tremonton, Utah.

O. **Notice.** Any notice or other communication given by any Party hereto to any other Party relating to this Agreement shall be hand-delivered or sent by certified mail, return receipt requested, addressed to such other Party at their respective addresses as set forth below; and such notice or other communication shall be deemed given when so hand-delivered or three (3) days after so mailed:

If to the City:	Tremonton City 102 S. Tremont Street Tremonton, UT 84337
With a copy to:	Daines & Jenkins, LLP 108 North Main Street Logan, UT 84321
If to the Developer:	Summit Performance Properties, LLC. 1430 W. 6710 S Hyrum, UT 84319

Notwithstanding the foregoing, if any Party to this Agreement, or its successors, grantees or assigns, wishes to change the person, entity, or address to which notices under this Agreement are to be sent as provided above, such Party shall do so by giving the other Parties to this Agreement written notice of such change.

P. **Word Meanings.** When used in this Agreement, words of the masculine gender shall include the feminine and neutral gender, and when the sentence so indicates, words of the neutral gender shall refer to any gender; and words in the singular shall include the plural and vice versa. This Agreement shall be construed according to its fair meaning and as if prepared by all Parties hereto, and shall be deemed to be and contain the entire understanding and agreement between the Parties hereto pertaining to the matters addressed in this Agreement.

Q. **Complete Agreement.** There shall be deemed to be no other terms, conditions, promises, understandings, statements, representations, expressed or implied, concerning this Agreement, unless set forth in writing signed by all of the Parties hereto. Further, paragraph headings used herein are for convenience of reference and shall in no way define, limit, or prescribe the scope or intent of any provision under this Agreement.

R. **Property Owner as Party.** The Owner is made a Party to this Agreement solely for the purpose of subjecting the Property to the covenants contained in this Agreement. The City and the Developer expressly acknowledge and agree that the Owner shall not be liable for any obligations of the Developer under this Agreement, unless the Owner were to exercise any of the rights of the Developer in which event the obligations of the Developer shall become those of the Owner.

Developer expressly acknowledges and agrees that the Owner shall not be liable for any obligations of the Developer under this Agreement, unless the Owner were to exercise any of the rights of the Developer in which event the obligations of the Developer shall become those of the Owner.

S. **Greenbelt Taxes.** Pursuant to Utah Code Annotated § 10-9a-603(3), The City shall require payment of all Greenbelt Taxes, if applicable, prior to Recordation of the Final Plat.

T. **Recording.** The City and Developer/Owner are authorized to record or file any notices or instruments with the Box Elder County Recorder's Office appropriate to assuring the perpetual enforceability of the Agreement, and the Developer/Owner agrees to execute any such instruments upon reasonable request.

U. **"Arms Length" Transaction.** The Parties hereto expressly disclaim and disavow any partnership, joint venture or fiduciary status, or relationship between them and expressly affirm that they have entered into this Agreement as independent Parties and that the same is in all respects an "arms-length" transaction.

V. **Severability.** Should any portion of this Agreement be deemed invalid or unenforceable by the rule of law or otherwise, all other aspects of the Agreement shall remain enforceable and in full effect.

W. **Incorporation of Recitals and Exhibits.** The above recitals and all exhibits attached hereto are incorporated herein by this reference and expressly made a part of this Agreement.

X. **Preparation of Agreement.** The Parties hereto acknowledge that they have both participated in the preparation of this Agreement and, if any question arises regarding its interpretation, no presumption shall be drawn in favor of or against any Party hereto with respect to the drafting hereof.

Y. **Amendments.** This Agreement may be amended at any time upon unanimous agreement of the Parties hereto, which amendment(s) must be reduced to writing and signed by all Parties in order to become effective.

Z. **Further Instruments.** The Parties hereto agree that they will execute any and all other documents or legal instruments that may be necessary or required to carry out and effectuate all of the provisions hereof.

THE CITY OF TREMONTON, UTAH

By: _____
Mayor, Tremonton City

ATTEST:

_____
City Recorder

APPROVED AS TO CONTENT:

_____
City Attorney

Tremonton City Acknowledgment:

State of Utah)
§
County of Box Elder County)

On this 6 day of November, in the year 2023, before me, Cynthia Nelson, a notary public, personally appeared Lyle Holmgren and proved on the basis of satisfactory evidence to be the person(s) whose name(s) subscribed to this instrument, and acknowledge executing the same.

_____
Notary Public

CYNTHIA A. NELSON
NOTARY PUBLIC • STATE of UTAH
COMMISSION NO. 714755
COMM. EXP. 11-28-2024

DEVELOPER/OWNER:

By: _____

Print Name: Spencer Butterfield

Developer/Owner Acknowledgment:

State of Utah)
§
County of Box Elder)

On this 6 day of November in the year 2023, before me Cynthia A Nelson a notary public, personally appeared Spencer Butterfield, and proved on the basis of satisfactory evidence to be the person(s) whose name(s) subscribed to this instrument and acknowledge executing the same.

_____
Notary Public

CYNTHIA A. NELSON
NOTARY PUBLIC • STATE of UTAH
COMMISSION NO. 714755
COMM. EXP. 11-28-2024

EXHIBIT "A"

CONSTRUCTION/IMPROVEMENT GUARANTEE:

The Bond guaranteeing the Developer's timely and proper installation and warranty of required improvements shall be equal in value to at least one hundred-ten (110) percent of the cost of the required improvements, as estimated by the City Engineer contained in Exhibit "B." The purpose of the bond is to enable the City to make or complete the required improvements in the event of the developer's inability or failure to do so. The City need not complete the required improvements before collecting on the bond. The City may, in its sole discretion, delay taking action on the bond and allow the developer to complete the improvements if it receives adequate assurances that the improvements shall be completed in a timely and proper manner. The additional ten (10) percent shall be used to make up any deficiencies in the bond amount and to reimburse the City for collection costs, including attorney's fees, inflationary costs, etc.

All required improvements shall be completed and pass City inspections within one (1) year of the date that the Final Plat is recorded. Required improvements for plats recorded between November 1st and March 31st shall be completed by the next October 1st. For example, the required improvements for a plat recorded on February 6th shall be completed by October 1st, in the same calendar year. Failure to meet this time frame may result in the forfeiture of the bond. A written agreement to extend the completion of the improvements may be granted by the Land Use Authority Board, where due to circumstances as determined by the Land Use Authority Board would delay the completion of required improvements.

All subdivision improvements shall be completed by qualified contractors in accordance with Title III General Public Works Construction Standards and Specifications. No work may be commenced on improvements intended to be dedicated to the City without approved construction drawings and a pre-construction meeting with the City.

The Bond shall be an escrow bond or cash bond in favor of the City. The requirements relating to each of these types of bonds are detailed below. The City Attorney shall approve any bond submitted pursuant to this section. The City Attorney reserves the right to reject any of the bond types if it has a rational basis for doing so. Escrow bonds shall be held by a federally insured bank, savings and loan or credit union, or a title insurance underwriter authorized to do business in the State of Utah. A developer may use a cash bond by tendering the required bond amount in cash or certified funds to the City, partial releases may be made from the cash bond as allowed for other bond types, but shall retain ten (10) percent of the bond through the warranty period for any repairs necessary prior to final approval at the end of the warranty period. If no repairs are required at the end of the warranty period, the remaining portion of the bond shall be released to the Developer. The City shall not pay any interest on funds held as a cash bond.

MAINTENANCE GUARANTEE:

The Developer hereby warrants and guarantees to the City for a period of one (1) years from the date of completion and final inspection by the City of the public improvements warranted hereunder, the full and complete maintenance and repair of the public improvements constructed for this Development. This warranty and guarantee are made in accordance with the Tremonton City Land Use Code and/or the Utah Code Annotated, as applicable. This guarantee applies to the streets and all other appurtenant structures and amenities lying within the rights-of-way, easements, and other public properties, including, without limitation, all curbing, sidewalks, trails, drainage pipes, culverts, catch basins, drainage ditches, and landscaping and all other improvements contained in Exhibit "B" of this Agreement. Any maintenance and/or repair required on utilities shall be coordinated with the owning utility company or city department.
The Developer shall maintain said public improvements in a manner that will assure compliance on a consistent basis with all construction standards, safety requirements, and environmental protection requirements of the City until one (1) year following the final inspection. The Developer shall also correct and repair or cause to be corrected and repaired, all damages to said public improvements resulting from development-related or building-related activities. The City may require the Developer to guarantee and warrant that any repairs remain free from defect for a period of one (1) year following the date that the repairs pass City inspection. The City may retain the Developer's guarantee until the repairs have lasted through the warranty period, and may take action on the bond if necessary to properly complete the repairs. In the event, the Developer fails to correct any damages within thirty (30) days after written notice thereof, then said damages may be corrected by the City and all costs and charges billed to and paid by the Developer. The City shall also have any other remedies available to it as authorized by this Agreement. Any damages which occurred prior to the end of said one (1) year period, which are unrepaired at the termination of said period, shall remain the responsibility of the Developer.

REPAIR GUARANTEE:

The Developer agrees to hold the City harmless for a one (1) year period, commencing upon the date of completion and final inspection by the City of the public improvements constructed for this Development, from any and all claims, damages, or demands arising on account of the design and construction of public improvements of the Property shown on the approved plans and documents for this Development; and the Developer furthermore commits to make necessary repairs to said public improvements, to include, without limitation, all improvements contained in Exhibit "B" of this Agreement, roads, streets, fills, embankments, ditches, cross pans, sub-drains, culverts, walls and bridges within the right-of-way easements and other public properties, resulting from failures caused by design and/or construction defects. This agreement to hold the City harmless includes defects in materials and workmanship, as well as defects caused by or consisting of settling trenches, fills, or excavations.

Further, the Developer agrees that the City shall not be liable to the Developer during the warranty period, for any claim of damages resulting from negligence in exercising engineering techniques and due caution in the construction of cross drains, drives, structures or buildings, the changing of courses of streams and rivers, flooding from natural creeks and rivers, and any other

matter whatsoever on private property. Any and all monetary liability occurring under this paragraph shall be the liability of the Developer.

The obligations of the Developer pursuant to the "maintenance guarantee" and "repair guarantee" provisions set forth above may not be assigned or transferred to any other person or entity unless the warranted improvements are completed by, and a letter of acceptance of the warranted improvements is received from the City by, such other person or entity.

EXHIBIT "B" CITY ENGINEER'S ESTIMATE FOR COST OF IMPROVEMENTS

JONES & ASSOCIATES
Consulting Engineers

Initial Escrow Estimate

October 25, 2023

Mr. Shawn Warnke
Tremonton City
102 South Tremont Street
Tremonton, Utah 84337

RE: **Homes at Tremonton**

Shawn,

I have completed a review of the cost estimate for the above referenced subdivision and have included my breakdown of the costs in the attached spreadsheet. The costs and amounts generally followed the Engineer's Estimate prepared by the developer's engineer. The recommended escrow amounts are as follows.

Description	Estimated Cost of Improvements	Previous Amount Released	*Work Completed this Period*	**Current Amount Req'd in Escrow**
Culinary Water System	$11,000.00	$0.00	*$0.00*	**$11,000.00**
Sanitary Sewer System	$1,200.00	$0.00	*$0.00*	**$1,200.00**
Storm Drain System	$13,750.00	$0.00	*$0.00*	**$13,750.00**
Irrigation System	$27,576.00	$0.00	*$0.00*	**$27,576.00**
Landscaping	$0.00	$0.00	*$0.00*	**$0.00**
Streets	$21,436.71	$0.00	*$0.00*	**$21,436.71**
Sidewalk	$3,960.00	$0.00	*$0.00*	**$3,960.00**
Miscellaneous Items	$0.00	$0.00	*$0.00*	**$0.00**
10% Contingency	$7,892.27	$0.00	*$0.00*	**$7,892.27**
Totals	$86,814.98	$0.00	*$0.00*	**$86,814.98**

Prepaid Items	
Chip Seal and Fog Coat ($2.81/sy)	$1,503.35
Street Lights ($3,500/ea)	$0.00
Totals	$1,503.35

Water Shares Required	
BRCC Water Shares	0.19 shares

Sincerely,

Chris L. Breinholt

Chris Breinholt, P.E.
Jones & Associates Engineering

1716 East 5600 South • South Ogden, Utah 84403 • (801) 476-9767 • Fax 476-9768

Estimated Cost of Improvements					Completed Items	
Item	*Units*		*Unit Price*	*Total*	*Released Amount*	*Remaining Amount*
CULINARY WATER SYSTEM						
6" Fire Hydrant w/ Acc. Valve	1	ea	$5,500.00	$5,500.00	$0.00	$5,500.00
2" Service Lateral	1	ea	$5,000.00	$5,000.00	$0.00	$5,000.00
Valve Collars	1	ea	$500.00	$500.00	$0.00	$500.00
			CULINARY WATER SYSTEM SUBTOTAL =	**$11,000.00**	**$0.00**	**$11,000.00**
SANITARY SEWER SYSTEM						
6" Service Lateral	1	ea	$1,200.00	$1,200.00	$0.00	$1,200.00
			SANITARY SEWER SYSTEMS SUBTOTAL =	**$1,200.00**	**$0.00**	**$1,200.00**
STORM DRAIN SYSTEM						
(This section to be used if the Saylor Townhomes project is not constructed)						
Grade detention basin	1	ls	$3,000.00	$3,000.00	$0.00	$3,000.00
15" SD pipe	125	lf	$22.00	$2,750.00	$0.00	$2,750.00
Pond outlet control structure	1	ea	$3,500.00	$3,500.00	$0.00	$3,500.00
Catch basin in curb	1	ea	$2,500.00	$2,500.00	$0.00	$2,500.00
Connect to existing SD manhole	1	ea	$2,000.00	$2,000.00	$0.00	$2,000.00
			STORM DRAIN SYSTEM SUBTOTAL =	**$13,750.00**	**$0.00**	**$13,750.00**
SECONDARY WATER SYSTEM						
6" PVC Pipe	793	lf	$32.00	$25,376.00	$0.00	$25,376.00
2" service lateral	1	ea	$2,200.00	$2,200.00	$0.00	$2,200.00
			SECONDARY WATER SYSTEM SUBTOTAL =	**$27,576.00**	**$0.00**	**$27,576.00**
LANDSCAPING						
			LANDSCAPING SUBTOTAL=	**$0.00**	**$0.00**	**$0.00**
STREET IMPROVEMENTS						
Mobilization, Site Clean-up, Traffic Control, Material Staging, Topsoil Stockpiling	1	ls	$1,210.00	$1,210.00	$0.00	$1,210.00
Clear and Grub	2,970	sf	$0.25	$742.50	$0.00	$742.50
Patch Existing Pavement for Irrigation Line Installation	1,422	sf	$2.50	$3,555.00	$0.00	$3,555.00
12" Pitrun (1-ft beyond curb)	2,277	sf	$0.83	$1,889.91	$0.00	$1,889.91
8" Untreated Road Base Fill under asphalt and curb (1-ft beyond curb)	5,504	sf	$0.70	$3,852.80	$0.00	$3,852.80
3" Asphalt	4,811	sf	$1.50	$7,216.50	$0.00	$7,216.50
30" concrete curb & gutter	198	lf	$15.00	$2,970.00	$0.00	$2,970.00
			STREET IMPROVEMENTS SUBTOTAL =	**$21,436.71**	**$0.00**	**$21,436.71**

SIDEWALK						
5' standard sidewalk (4" base)	198	lf	$20.00	$3,960.00	$0.00	$3,960.00
			SIDEWALKS SUBTOTAL =	**$3,960.00**	**$0.00**	**$3,960.00**
MISCELLANEOUS						
			MISC. SUBTOTAL =	**$0.00**	**$0.00**	**$0.00**
			Estimated Improvement Cost =	$78,922.71		
			10% Contigency and Guarantee	$7,892.27		
			TOTAL ESCROW AMOUNT	**$86,814.98**		

PREPAID ITEMS				
Chip and Seal	535	sy	$2.81	$1,503.35
Light Poles		ea	$3,500.00	$0.00

WATER SHARE SUMMARY	Lots	Shares per Lot	Shares per Lot Size	
6,000 TO 8,000		0.10	0	
8,001 to 10,000		0.13	0	
10,001 to 12,000		0.16	0	
12,001 to 14,000		0.19	0	
14,001 to 16,000		0.22	0	
16,001 to 18,000		0.25	0	
18,001 to 20,000		0.29	0	
>20,000		TBD		
Site Plan Specific	1	0.19	0.19	
Total Shares Required			**0.19**	**Total Shares**

Homes at Tremonton Improvements in ROW Civil Estimate

Public Improvements Bonding Estimate (not a bid)

Civil Solutions Group, Inc.
498 West 100 South, Providence, UT 84332
Providence, UT 84332
Telephone 801-624-0588
mtaylor@civilsolutionsgroup.net

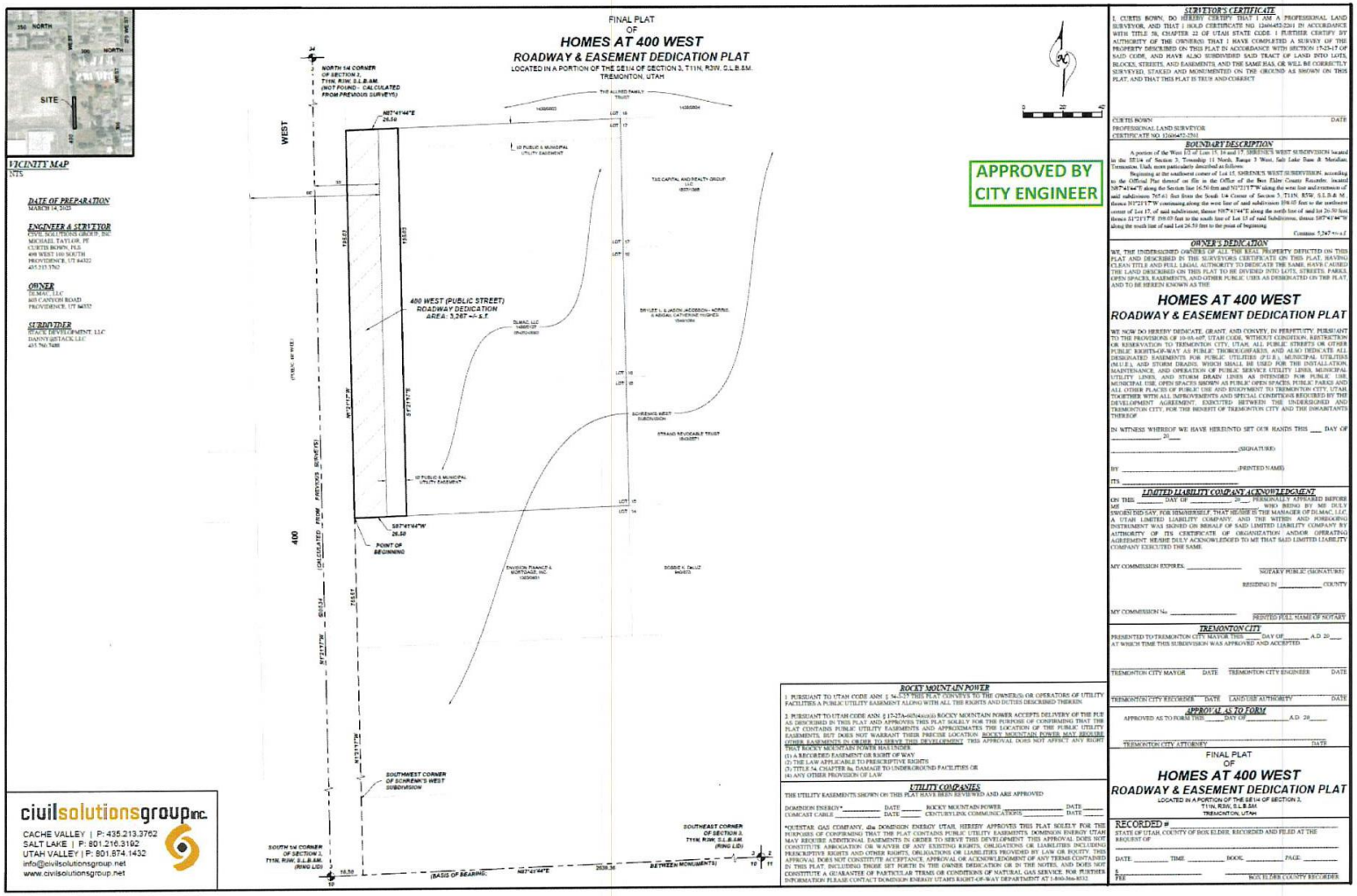
Date: May 8, 2023

	Description	Quantity	Unit	Amount	Total Amount
	General				
1	Mobilization, Site Clean-up, Traffic Control, Material Staging, Topsoil Stockpiling (5% of GENERAL)	1	LS	$1,210.00	$1,210.00
2	Clear and Grub	2,970	SF	$0.25	$742.50
3	Patch Existing Pavement for Irrigation Line Installation	1,422	SF	$2.50	$3,555.00
4	12" Pitrun (1-ft beyond curb)	2,277	SF	$0.83	$1,889.91
5	8" Untreated Road Base Fill under asphalt and curb (1-ft beyond curb)	5,504	SF	$0.70	$3,852.80
6	3" Asphalt	4,811	SF	$1.50	$7,216.50
7	30" Concrete Curb & Gutter	198	LF	$15.00	$2,970.00
8	5' Standard Sidewalk (4" Base)	198	LF	$20.00	$3,960.00
	SUBTOTAL GENERAL				**$25,396.71**
	Water Line				
1	Fire Hydrant Assembly	1	EA	$6,000.00	$6,000.00
2	2" Water Service	1	EA	$5,000.00	$5,000.00
	SUBTOTAL WATER LINE				**$11,000.00**
	Sewer Line				
1	6" Sewer Service	1	EA	$1,200.00	$1,200.00
	SUBTOTAL SEWER LINE				**$1,200.00**
	Irrigation Line				
1	4" Irrigation Mainline	793	LF	$32.00	$25,376.00
2	2" Irrigation Service	1	EA	$2,200.00	$2,200.00
	SUBTOTAL IRRIGATION LINE				**$27,576.00**
	SUBTOTAL				**$65,172.71**
	CONTINGENCY (5%)				**$3,258.64**
	WARRANTY (10%)				**$6,517.27**
	GRAND TOTAL				**$74,948.62**

Created by: M. Taylor

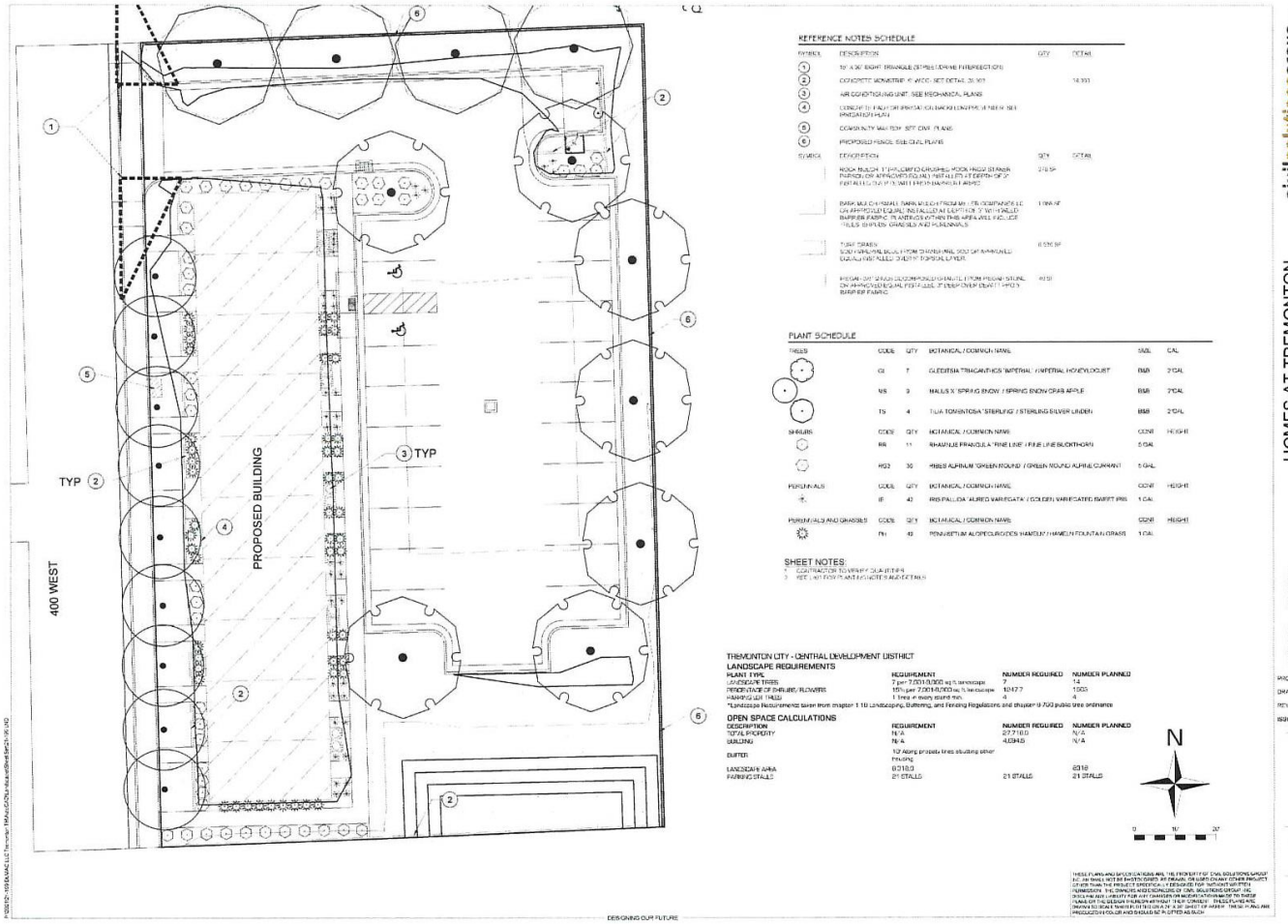
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EXHIBIT "C" ROAD DEDICATION PLAT

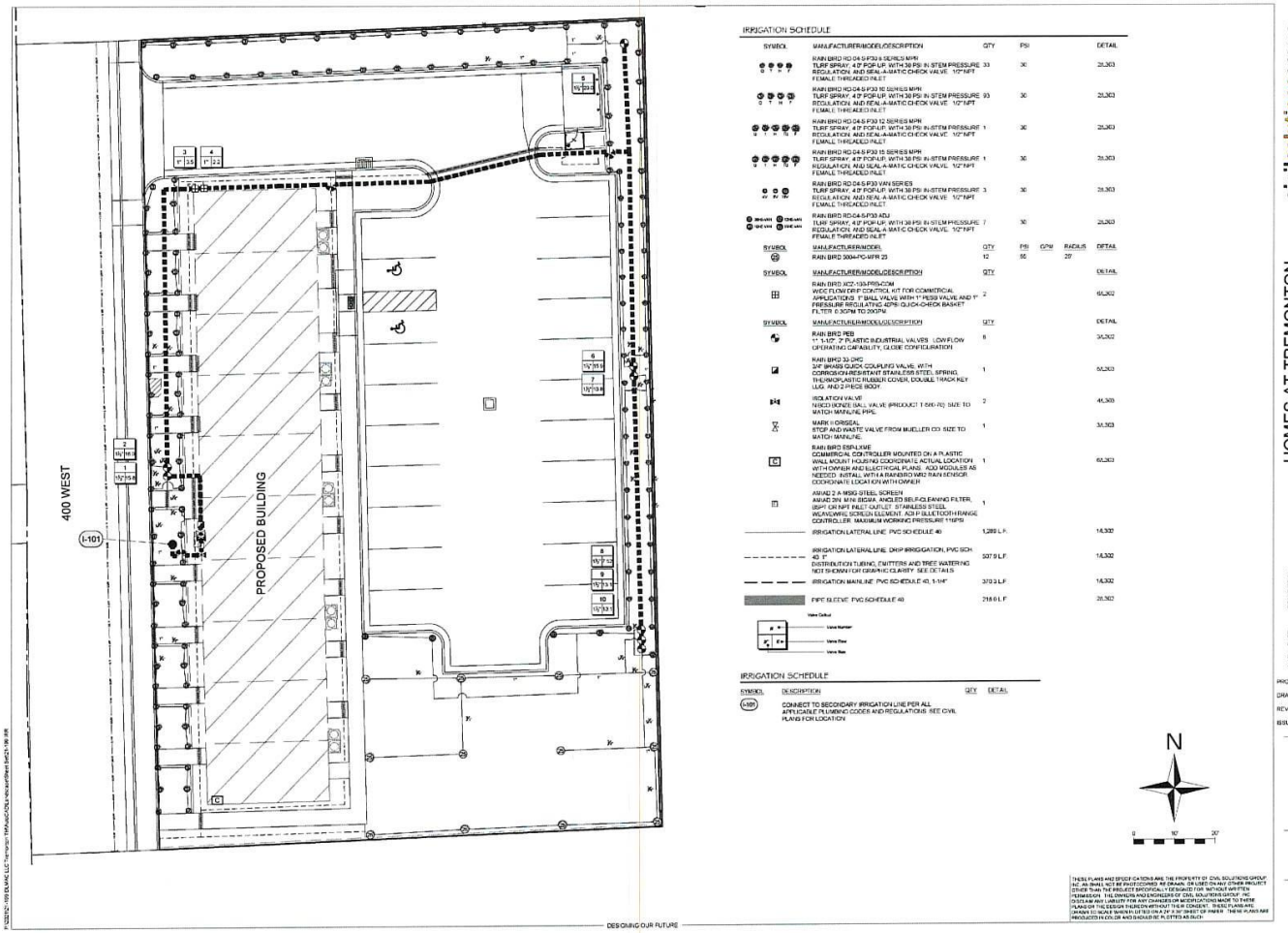


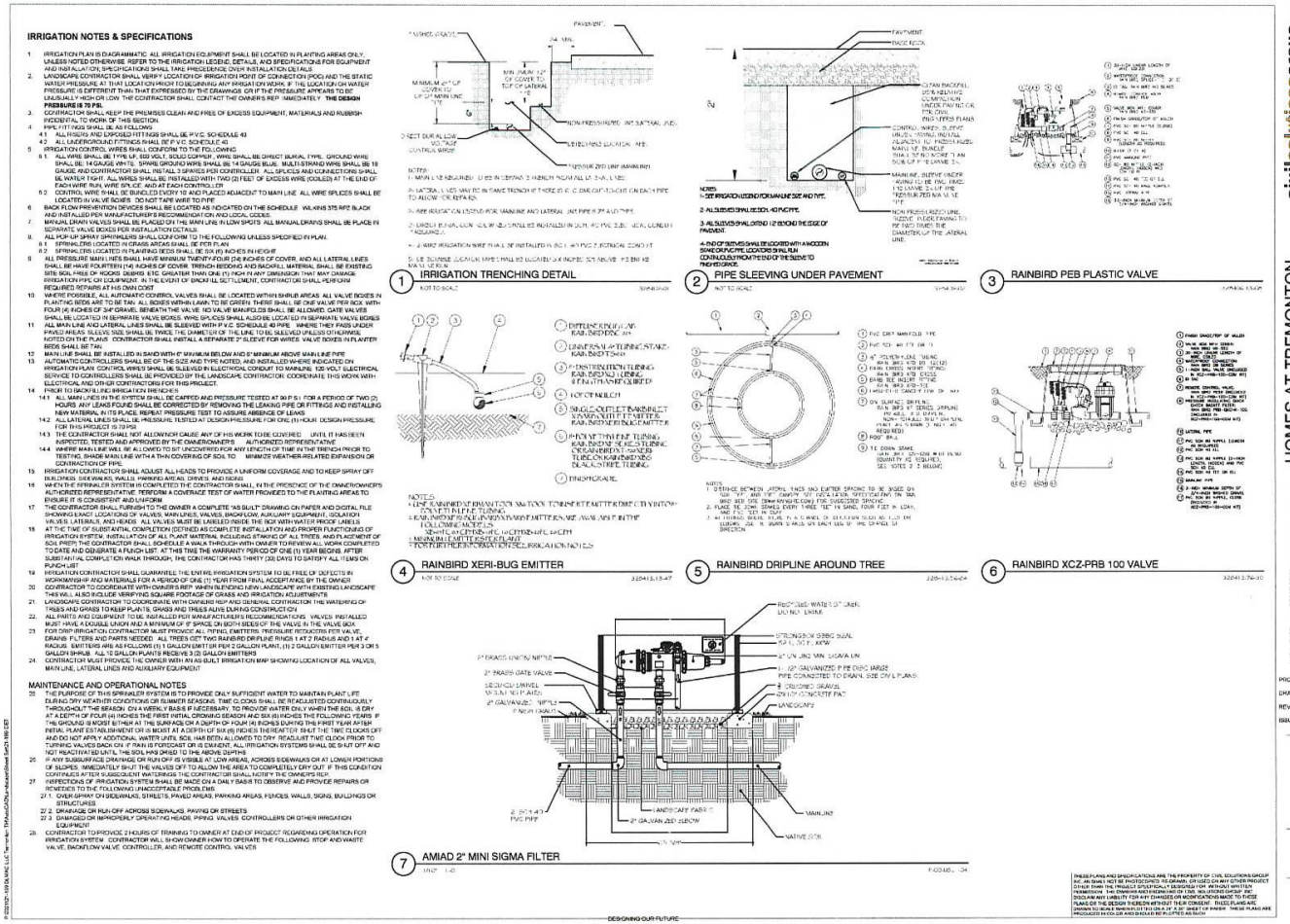
Approved for use by Tremonton City Council Resolution No.20-42

EXHIBIT "D"- LANDSCAPE PLAN



Approved for use by Tremonton City Council Resolution No.20-42





IRRIGATION NOTES & SPECIFICATIONS

1. IRRIGATION PLAN IS DIAGRAMMATIC. ALL IRRIGATION EQUIPMENT SHALL BE LOCATED IN PLANTING AREAS ONLY. UNLESS NOTED OTHERWISE. REFER TO THE IRRIGATION LEGEND, DETAILS, AND SPECIFICATIONS FOR EQUIPMENT AND INSTALLATION; SPECIFICATIONS SHALL TAKE PRECEDENCE OVER INSTALLATION DETAILS.
2. LANDSCAPE CONTRACTOR SHALL VERIFY LOCATION OF IRRIGATION POINT OF CONNECTION (POC) AND THE STATIC WATER PRESSURE AT THAT LOCATION PRIOR TO BEGINNING ANY IRRIGATION WORK. IF THE LOCATION OR WATER PRESSURE IS DIFFERENT THAN THAT EXPRESSED BY THE DRAWINGS OR IF THE PRESSURE APPEARS TO BE UNUSUALLY HIGH OR LOW. THE CONTRACTOR SHALL CONTACT THE OWNER'S REP. IMMEDIATELY. **THE DESIGN PRESSURE IS 70 PSI.**
3. CONTRACTOR SHALL KEEP THE PREMISES CLEAN AND FREE OF EXCESS EQUIPMENT, MATERIALS AND RUBBISH INCIDENTAL TO WORK OF THIS SECTION.
4. PIPE FITTINGS SHALL BE AS FOLLOWS
   4.1 ALL RISERS AND EXPOSED FITTINGS SHALL BE P.V.C. SCHEDULE 40
   4.2 ALL UNDERGROUND FITTINGS SHALL BE P.V.C. SCHEDULE 40
5. IRRIGATION CONTROL WIRES SHALL CONFORM TO THE FOLLOWING
   5.1 ALL WIRE SHALL BE TYPE UF, 600 VOLT, SOLID COPPER. WIRE SHALL BE DIRECT BURIAL TYPE. GROUND WIRE SHALL BE 14 GAUGE WHITE. SPARE GROUND WIRE SHALL BE 14 GAUGE BLUE. MULTI-STRAND WIRE SHALL BE 18 GAUGE AND CONTRACTOR SHALL INSTALL 3 SPARES PER CONTROLLER. ALL SPLICES AND CONNECTIONS SHALL BE WATER TIGHT. ALL WIRES SHALL BE INSTALLED WITH TWO (2) FEET OF EXCESS WIRE (COILED) AT THE END OF EACH WIRE RUN, WIRE SPLICE, AND AT EACH CONTROL LOT
   5.2 CONTROL WIRE SHALL BE BUNDLED EVERY 10' AND PLACED ADJACENT TO MAIN LINE. ALL WIRE SPLICES SHALL BE LOCATED IN VALVE BOXES. DO NOT TAPE WIRE TO PIPE
6. BACK FLOW PREVENTION DEVICES SHALL BE LOCATED AS INDICATED ON THE SCHEDULE. VALVES 3/8 ARE BLACK AND INSTALLED PER MANUFACTURER'S RECOMMENDATION AND LOCAL CODES.
7. MANUAL DRAIN VALVES SHALL BE PLACED ON THE MAIN LINES IN LOW SPOTS. ALL MANUAL DRAINS SHALL BE PLACE IN SEPARATE VALVE BOXES PER INSTALLATION DETAILS.
8. ALL POP-UP SPRAY SPRINKLERS SHALL CONFORM TO THE FOLLOWING UNLESS SPECIFIED IN PLAN.
   8.1 SPRINKLERS LOCATED IN GRASS AREAS SHALL BE PER PLAN
   8.2 SPRINKLERS LOCATED IN PLANTING BEDS SHALL BE 304 (R) INCHES IN HEIGHT
9. ALL PRESSURE MAIN LINES SHALL HAVE MINIMUM TWENTY-FOUR (24) INCHES OF COVER, AND ALL LATERAL LINES SHALL BE HAVE FOURTEEN (14) INCHES OF COVER. TRENCH BEDDING AND BACKFILL MATERIAL SHALL BE EXISTING SITE SOIL FREE OF ROCKS, DEBRIS, ETC. GREATER THAN ONE (1) INCH IN ANY DIMENSION THAT MAY DAMAGE IRRIGATION PIPE OR EQUIPMENT. IN THE EVENT OF SHORT-TERM SETTLEMENT, CONTRACTOR SHALL PERFORM REQUIRED REPAIRS AT HIS OWN COST
10. WHERE POSSIBLE, ALL AUTOMATIC CONTROL VALVES SHALL BE LOCATED WITHIN SHRUB AREAS. ALL VALVE BOXES IN PLANTING BEDS ARE TO BE TAN. ALL BOXES WITHIN LAWN TO BE GREEN. THERE SHALL BE ONE VALVE PER BOX WITH FOUR (4) INCHES OF 3/4" GRAVEL BENEATH THE VALVE. NO VALVE MANIFOLDS SHALL BE ALLOWED. GATE VALVES SHALL BE LOCATED IN SEPARATE VALVE BOXES. WIRE SPLICES SHALL ALSO BE LOCATED IN SEPARATE VALVE BOXES
11. ALL MAIN LINE AND LATERAL LINES SHALL BE SLEEVED WITH P.V.C. SCHEDULE 40 PIPE. WHERE THEY PASS UNDER PAVED AREAS. SLEEVE SIZE SHALL BE TWICE THE DIAMETER OF THE LINE TO BE SLEEVED UNLESS OTHERWISE NOTED ON THE PLANS. CONTRACTOR SHALL INSTALL A SEPARATE 2" SLEEVE FOR WIRES. VALVE BOXES IN PLANTER BEDS SHALL BE TAN.
12. MAIN LINE SHALL BE INSTALLED IN SAND WITH 6" MINIMUM BELOW AND 6" MINIMUM ABOVE MAIN LINE PIPE
13. AUTOMATIC CONTROLLERS SHALL BE OF THE SIZE AND TYPE INDICATED AND INSTALLED WHERE INDICATED ON IRRIGATION PLAN. CONTROL WIRES SHALL BE SLEEVED IN ELECTRICAL CONDUIT TO MAINLINE. 120 VOLT ELECTRICAL SERVICE TO CONTROLLERS SHALL BE PROVIDED BY THE LANDSCAPE CONTRACTOR. COORDINATE THIS WORK WITH ELECTRICAL AND OTHER CONTRACTORS FOR THIS PROJECT.
14. PRIOR TO BACKFILLING IRRIGATION TRENCHES
   14.1 ALL MAIN LINES IN THE SYSTEM SHALL BE CAPPED AND PRESSURE TESTED AT 90 P.S.I. FOR A PERIOD OF TWO (2) HOURS. ANY LEAKS FOUND SHALL BE CORRECTED BY REMOVING THE LEAKING PIPE OR FITTINGS AND INSTALLING NEW MATERIAL IN ITS PLACE. REPEAT PRESSURE TEST TO ASSURE ABSENCE OF LEAKS
   14.2 ALL LATERAL LINES SHALL BE PRESSURE TESTED AT DESIGN PRESSURE FOR ONE (1) HOUR. DESIGN PRESSURE FOR THIS PROJECT IS 70 PSI.
   14.3 THE CONTRACTOR SHALL NOT ALLOW/NOR CAUSE ANY OF HIS WORK TO BE COVERED UNTIL IT HAS BEEN INSPECTED, TESTED AND APPROVED BY THE OWNER/OWNER'S AUTHORIZED REPRESENTATIVE
   14.4 WHERE MAIN LINE WILL BE ALLOWED TO SIT UNCOVERED FOR ANY LENGTH OF TIME IN THE TRENCH PRIOR TO TESTING, SHADE MAIN LINE WITH A THIN COVERING OF SOIL TO MINIMIZE WEATHER-RELATED EXPANSION OR CONTRACTION OF PIPE.
15. IRRIGATION CONTRACTOR SHALL ADJUST ALL HEADS TO PROVIDE A UNIFORM COVERAGE AND TO KEEP SPRAY OFF BUILDINGS, SIDEWALKS, WALLS, PARKING AREAS, DRIVES, AND SIGNS
16. WHEN THE SPRINKLER SYSTEM IS COMPLETED THE CONTRACTOR SHALL, IN THE PRESENCE OF THE OWNER/OWNER'S AUTHORIZED REPRESENTATIVE, PERFORM A COVERAGE TEST OF WATER PROVIDED TO THE PLANTING AREAS TO ENSURE IT IS CONSISTENT AND UNIFORM
17. THE CONTRACTOR SHALL FURNISH TO THE OWNER A COMPLETE "AS BUILT" DRAWING ON PAPER AND DIGITAL FILE SHOWING EXACT LOCATIONS OF VALVES, MAIN LINES, VALVES, BACKFLOW, AUXILIARY EQUIPMENT, ISOLATION VALVES, LATERALS, AND HEADS. ALL VALVES MUST BE LABELED INSIDE THE BOX WITH WATER PROOF LABELS
18. AT THE TIME OF SUBSTANTIAL COMPLETION (DEFINED AS COMPLETE INSTALLATION AND PROPER FUNCTIONING OF IRRIGATION SYSTEM), INSTALLATION OF ALL PLANT MATERIAL INCLUDING STAKING OF ALL TREES, AND PLACEMENT OF SOIL PRIOR THE CONTRACTOR SHALL SCHEDULE A WALK THROUGH WITH OWNER TO REVIEW ALL WORK COMPLETED TO DATE AND GENERATE A PUNCH LIST. AT THIS TIME THE WARRANTY PERIOD OF ONE (1) YEAR BEGINS. AFTER SUBSTANTIAL COMPLETION WALK THROUGH, THE CONTRACTOR HAS THIRTY (30) DAYS TO SATISFY ALL ITEMS ON PUNCH LIST
19. IRRIGATION CONTRACTOR SHALL GUARANTEE THE ENTIRE IRRIGATION SYSTEM TO BE FREE OF DEFECTS IN WORKMANSHIP AND MATERIALS FOR A PERIOD OF ONE (1) YEAR FROM FINAL ACCEPTANCE BY THE OWNER
20. CONTRACTOR TO COORDINATE WITH OWNER'S REP. WHEN BLENDING NEW LANDSCAPE WITH EXISTING LANDSCAPE THIS WILL ALSO INCLUDE VERIFYING SQUARE FOOTAGE OF GRASS AND IRRIGATION ADJUSTMENTS
21. LANDSCAPE CONTRACTOR TO COORDINATE WITH OWNERS REP AND GENERAL CONTRACTOR THE WATERING OF TREES AND GRASS TO KEEP PLANTS, GRASS AND TREES ALIVE DURING CONSTRUCTION
22. ALL PARTS AND EQUIPMENT TO BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS. VALVES INSTALLED MUST HAVE A DOUBLE UNION AND A MINIMUM OF 9" SPACE ON BOTH SIDES OF THE VALVE IN THE VALVE BOX.
23. FOR DRIP IRRIGATION CONTRACTOR MUST PROVIDE ALL PIPING, EMITTERS, PRESSURE REDUCERS PER VALVE, DRAINS, FILTERS AND PARTS NEEDED. ALL TREES GET TWO RAINBIRD DRIPLINE RINGS 1 AT 2' RADIUS AND 1 AT 4' RADIUS. EMITTERS ARE AS FOLLOWS (1) 1 GALLON EMITTER PER 2 GALLON PLANT, (1) 2 GALLON EMITTER PER 3 OR 5 GALLON SHRUB. ALL 15 GALLON PLANTS RECEIVE 3 (2) GALLON EMITTERS
24. CONTRACTOR MUST PROVIDE THE OWNER WITH AN AS BUILT IRRIGATION MAP SHOWING LOCATION OF ALL VALVES, MAIN LINE, LATERAL LINES AND AUXILIARY EQUIPMENT

MAINTENANCE AND OPERATIONAL NOTES

25. THE PURPOSE OF THIS SPRINKLER SYSTEM IS TO PROVIDE ONLY SUFFICIENT WATER TO MAINTAIN PLANT LIFE DURING DRY WEATHER CONDITIONS OR SUMMER SEASONS. TIME CLOCKS SHALL BE READJUSTED CONTINUOUSLY THROUGHOUT THE SEASON ON A WEEKLY BASIS IF NECESSARY, TO PROVIDE WATER ONLY WHEN THE SOIL IS DRY AT A DEPTH OF FOUR (4) INCHES THE FIRST INITIAL GROWING SEASON AND SIX (6) INCHES THE FOLLOWING YEARS. IF THE GROUND IS MOIST EITHER AT THE SURFACE OR A DEPTH OF FOUR (4) INCHES DURING THIS FIRST YEAR AFTER INITIAL PLANT ESTABLISHMENT OR IS MOIST AT A DEPTH OF SIX (6) INCHES THEREAFTER SHUT THE TIME CLOCKS OFF AND DO NOT APPLY ADDITIONAL WATER UNTIL SOIL HAS BEEN ALLOWED TO DRY. READJUST TIME CLOCK PRIOR TO TURNING VALVES BACK ON IF RAIN IS FORECAST OR IS IMMINENT. ALL IRRIGATION SYSTEMS SHALL BE SHUT OFF AND NOT REACTIVATED UNTIL THE SOIL HAS DRIED TO THE ABOVE DEPTHS
26. IF ANY SUBSURFACE DRAINAGE OR RUN OFF IS VISIBLE AT LOW AREAS, ACROSS SIDEWALKS OR AT LOWER PORTIONS OF SLOPES, IMMEDIATELY SHUT THE VALVES OFF TO ALLOW THE AREA TO COMPLETELY DRY OUT. IF THIS CONDITION CONTINUES AFTER SUBSEQUENT WATERINGS THE CONTRACTOR SHALL NOTIFY THE OWNER'S REP.
27. INSPECTIONS OF IRRIGATION SYSTEM SHALL BE MADE ON A DAILY BASIS TO OBSERVE AND PROVIDE REPAIRS OR REMEDIES TO THE FOLLOWING UNACCEPTABLE PROBLEMS
   27.1 OVER-SPRAY OF SIDEWALKS, STREETS, PAVED AREAS, PARKING AREAS, FENCES, WALLS, SIGNS, BUILDINGS OR STRUCTURES
   27.2 DRAINAGE OR RUN-OFF ACROSS SIDEWALKS, PAVING OR STREETS
   27.3 DAMAGED OR IMPROPERLY OPERATING HEADS, PIPING, VALVES, CONTROLLERS OR OTHER IRRIGATION EQUIPMENT
28. CONTRACTOR TO PROVIDE 2 HOURS OF TRAINING TO OWNER AT END OF PROJECT REGARDING OPERATION FOR IRRIGATION SYSTEM. CONTRACTOR WILL SHOW OWNER HOW TO OPERATE THE FOLLOWING: STOP AND WASTE VALVE, BACKFLOW VALVE, CONTROLLER, AND REMOTE CONTROL VALVES

1 IRRIGATION TRENCHING DETAIL — NOT TO SCALE

2 PIPE SLEEVING UNDER PAVEMENT — NOT TO SCALE

3 RAINBIRD PEB PLASTIC VALVE

4 RAINBIRD XERI-BUG EMITTER — NOT TO SCALE

5 RAINBIRD DRIPLINE AROUND TREE

6 RAINBIRD XCZ-PRB 100 VALVE

7 AMIAD 2" MINI SIGMA FILTER

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DESIGNING OUR FUTURE

civilsolutionsgroup inc.
CACHE VALLEY | P: 435.213.3762
SALT LAKE | P: 801.216.3192
UTAH VALLEY | P: 801.874.1432
info@civilsolutionsgroup.net
www.civilsolutionsgroup.net

HOMES AT TREMONTON
TOWNHOMES
172 N 400 W
TREMONTON, UT

MARK	DATE	DESCRIPTION

PROJECT # 21-109
DRAWN BY ZH
REVIEWED BY JH
ISSUED 05.09.23

DETAILS

L302

IRRIGATION NOTES & SPECIFICATIONS

1. IRRIGATION PLAN IS DIAGRAMMATIC. ALL IRRIGATION EQUIPMENT SHALL BE LOCATED IN PLANTING AREAS ONLY, UNLESS NOTED OTHERWISE. REFER TO THE IRRIGATION LEGEND, DETAILS AND SPECIFICATIONS FOR EQUIPMENT AND INSTALLATION SPECIFICATIONS SHALL TAKE PRECEDENCE OVER INSTALLATION DETAILS.
2. LANDSCAPE CONTRACTOR SHALL VERIFY LOCATION OF IRRIGATION POINT OF CONNECTION (POC) AND THE STATIC WATER PRESSURE AT THAT LOCATION PRIOR TO BEGINNING ANY IRRIGATION WORK. IF THE LOCATION OF WATER PRESSURE IS DIFFERENT THAN THAT EXPRESSED BY THE DRAWINGS, OR IF THE PRESSURE APPEARS TO BE UNUSUALLY HIGH OR LOW, THE CONTRACTOR SHALL CONTACT THE OWNER'S REP. IMMEDIATELY. **THE DESIGN PRESSURE IS 70 PSI.**
3. CONTRACTOR SHALL KEEP THE PREMISES CLEAN AND FREE OF EXCESS EQUIPMENT, MATERIALS AND RUBBISH INCIDENTAL TO WORK OF THIS SECTION.
4. PIPE / FITTINGS SHALL BE AS FOLLOWS:
   4.1 ALL RISERS AND EXPOSED FITTINGS SHALL BE P.V.C. SCHEDULE 40
   4.2 ALL UNDERGROUND FITTINGS SHALL BE P.V.C. SCHEDULE 40
5. IRRIGATION CONTROL WIRES SHALL CONFORM TO THE FOLLOWING:
   5.1. ALL WIRE SHALL BE TYPE UF, 600 VOLT, SOLID COPPER. WIRE SHALL BE DIRECT BURIAL TYPE. GROUND WIRE SHALL BE 14 GAUGE WHITE. SPARE GROUND WIRE SHALL BE 14 GAUGE BLUE. MULTI-STRAND WIRE SHALL BE 18 GAUGE AND CONTRACTOR SHALL INSTALL 3 SPARES PER CONTROLLER. ALL SPLICES AND CONNECTIONS SHALL BE WATER TIGHT. ALL WIRES SHALL BE INSTALLED WITH TWO (2) FEET OF EXCESS WIRE COILED AT THE END OF EACH WIRE RUN, WIRE SPLICE, AND AT EACH CONTROLLER.
   5.2. CONTROL WIRE SHALL BE BUNDLED EVERY 10' AND PLACED ADJACENT TO MAIN LINE. ALL WIRE SPLICES SHALL BE LOCATED IN VALVE BOXES. DO NOT TAPE WIRE TO PIPE.
6. BACK FLOW PREVENTION DEVICES SHALL BE LOCATED AS INDICATED ON THE SCHEDULE. VALVES 225 PSI BLACK AND INSTALLED PER MANUFACTURER'S RECOMMENDATION AND LOCAL CODES.
7. MANUAL DRAIN VALVES SHALL BE PLACED ON THE MAIN LINE IN LOW SPOTS. ALL MANUAL DRAINS SHALL BE PLACE IN SEPARATE VALVE BOXES PER INSTALLATION DETAILS.
8. ALL POP-UP SPRAY SPRINKLERS SHALL CONFORM TO THE FOLLOWING UNLESS SPECIFIED IN PLAN.
   8.1 SPRINKLERS LOCATED IN GRASS AREAS SHALL BE POP PLAN
   8.2 SPRINKLERS LOCATED IN PLANTING BEDS SHALL BE SIX (6) INCHES IN HEIGHT.
9. ALL PRESSURE MAIN LINES SHALL HAVE MINIMUM OF TWENTY-FOUR (24) INCHES OF COVER, AND ALL LATERAL LINES SHALL BE HAVE FOURTEEN (14) INCHES OF COVER. TRENCH BEDDING AND BACKFILL MATERIAL SHALL BE EXISTING SITE SOIL FREE OF ROCKS, DEBRIS, ETC. GREATER THAN ONE (1) INCH IN ANY DIMENSION THAT MAY DAMAGE IRRIGATION PIPE OR EQUIPMENT. IN THE EVENT OF BACKFILL SETTLEMENT, CONTRACTOR SHALL PERFORM REQUIRED REPAIRS AT HIS OWN COST.
10. WHERE POSSIBLE, ALL AUTOMATIC CONTROL VALVES SHALL BE LOCATED WITHIN SHRUB AREAS. ALL VALVE BOXES IN PLANTING BEDS ARE TO BE TAN. ALL BOXES WITHIN LAWN TO BE GREEN. THERE SHALL BE ONE VALVE PER BOX WITH FOUR (4) INCHES OF 3/4" GRAVEL BENEATH THE VALVE. NO VALVE MANIFOLDS SHALL BE ALLOWED. GATE VALVES SHALL BE LOCATED IN SEPARATE VALVE BOXES. WIRE SPLICES SHALL ALSO BE LOCATED IN SEPARATE VALVE BOXES.
11. ALL MAIN LINE AND LATERAL LINES SHALL BE SLEEVED WITH P.V.C. SCHEDULE 40 PIPE. WHERE THEY PASS UNDER PAVED AREAS. SLEEVE SIZE SHALL BE TWICE THE DIAMETER OF THE LINE TO BE SLEEVED UNLESS OTHERWISE NOTED ON THE PLANS. CONTRACTOR SHALL INSTALL 4" ASPHALT SLEEVE FOR WIRES. VALVE BOXES IN PLANTER BEDS SHALL BE TAN.
12. MAIN LINE SHALL BE INSTALLED IN SAND WITH 6" MINIMUM BELOW AND 6" MINIMUM ABOVE MAIN LINE PIPE.
13. AUTOMATIC CONTROLLERS SHALL BE OF THE SIZE AND TYPE NOTED, AND INSTALLED WHERE INDICATED ON IRRIGATION PLAN. CONTROL WIRES SHALL BE SLEEVED IN ELECTRICAL CONDUIT TO MAINLINE. 120 VOLT ELECTRICAL SERVICE TO CONTROLLERS SHALL BE PROVIDED BY THE LANDSCAPE CONTRACTOR. COORDINATE THIS WORK WITH ELECTRICAL AND OTHER CONTRACTORS FOR THIS PROJECT.
14. PRIOR TO BACKFILLING IRRIGATION TRENCHES:
   14.1 ALL MAIN LINES IN THE SYSTEM SHALL BE CAPPED AND PRESSURE TESTED AT 90 P.S.I. FOR A PERIOD OF TWO (2) HOURS. ANY LEAKS FOUND SHALL BE CORRECTED BY REMOVING THE LEAKING PIPE OR FITTINGS AND INSTALLING NEW MATERIAL IN ITS PLACE. REPEAT PRESSURE TEST TO ASSURE ABSENCE OF LEAKS.
   14.2 ALL LATERAL LINES SHALL BE PRESSURE TESTED AT DESIGN PRESSURE FOR ONE (1) HOUR. DESIGN PRESSURE FOR THIS PROJECT IS 70 PSI.
   14.3 THE CONTRACTOR SHALL NOT ALLOW FOR CAUSE ANY OF HIS WORK TO BE COVERED UNTIL IT HAS BEEN INSPECTED, TESTED AND APPROVED BY THE OWNER/OWNER'S AUTHORIZED REPRESENTATIVE.
   14.4 WHERE MAIN LINE WILL BE ALLOWED TO SIT UNCOVERED FOR ANY LENGTH OF TIME IN THE TRENCH PRIOR TO TESTING, SHADE MAIN LINE WITH A THIN COVERING OF SOIL TO MINIMIZE WEATHER-RELATED EXPANSION OR CONTRACTION OF PIPE.
15. IRRIGATION CONTRACTOR SHALL ADJUST ALL HEADS TO PROVIDE A UNIFORM COVERAGE AND TO KEEP SPRAY OFF BUILDINGS, SIDEWALKS, WALLS, PARKING AREAS, DRIVES, AND SIGNS.
16. WHEN THE SPRINKLER SYSTEM IS COMPLETED THE CONTRACTOR SHALL, IN THE PRESENCE OF THE OWNER/OWNER'S AUTHORIZED REPRESENTATIVE, PERFORM A COVERAGE TEST OF WATER PROVIDED TO THE PLANTING AREAS TO ENSURE IT IS CONSISTENT AND UNIFORM.
17. THE CONTRACTOR SHALL FURNISH TO THE OWNER A COMPLETE "AS BUILT" DRAWING ON PAPER AND DIGITAL FILE SHOWING EXACT LOCATIONS OF VALVES, MAIN LINES, VALVES, BACKFLOW, AUXILIARY EQUIPMENT, ISOLATION VALVES, LATERALS, AND HEADS. ALL VALVES MUST BE LABELED INSIDE THE BOX WITH WATER PROOF LABELS.
18. AT THE TIME OF SUBSTANTIAL COMPLETION (DEFINED AS COMPLETE INSTALLATION AND PROPER FUNCTIONING OF IRRIGATION SYSTEM), INSTALLATION OF ALL PLANT MATERIAL INCLUDING STAKING OF ALL TREES, AND PLACEMENT OF SOIL PREP), THE CONTRACTOR SHALL SCHEDULE A WALK THROUGH WITH OWNER TO REVIEW ALL WORK COMPLETED TO DATE AND GENERATE A PUNCH LIST. AT THIS TIME THE WARRANTY PERIOD OF ONE (1) YEAR BEGINS. AFTER SUBSTANTIAL COMPLETION WALK THROUGH, THE CONTRACTOR HAS THIRTY (30) DAYS TO SATISFY ALL ITEMS ON PUNCH LIST.
19. IRRIGATION CONTRACTOR SHALL GUARANTEE THE ENTIRE IRRIGATION SYSTEM TO BE FREE OF DEFECTS IN WORKMANSHIP AND MATERIALS FOR A PERIOD OF ONE (1) YEAR FROM FINAL ACCEPTANCE BY THE OWNER.
20. CONTRACTOR TO COORDINATE WITH OWNER'S REP WHEN BLENDING NEW LANDSCAPE WITH EXISTING LANDSCAPE THIS WILL ALSO INCLUDE VERIFYING SQUARE FOOTAGE OF GRASS AND IRRIGATION ADJUSTMENTS.
21. LANDSCAPE CONTRACTOR TO COORDINATE WITH OWNERS REP AND GENERAL CONTRACTOR THE WATERING OF TREES AND GRASS TO KEEP PLANTS, GRASS AND TREES ALIVE DURING CONSTRUCTION.
22. ALL PARTS AND EQUIPMENT TO BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS. VALVES INSTALLED MUST HAVE A DOUBLE UNION AND A MINIMUM OF 18" SPACE ON BOTH SIDES OF THE VALVE IN THE VALVE BOX.
23. FOR DRIP IRRIGATION CONTRACTOR MUST PROVIDE ALL PIPING, EMITTERS, PRESSURE REDUCERS PER VALVE, DRAINS, FILTERS AND PARTS NEEDED. ALL TREES GET TWO RAINBIRD DRIPLINE RINGS 1.4 FT 2 RADIUS AND 1.4 FT 4' RADIUS. EMITTERS ARE AS FOLLOWS (1) 1 GALLON EMITTER PER 2 GALLON PLANT, (1) 2 GALLON EMITTER PER 3 OR 5 GALLON SHRUB. ALL 10 GALLON PLANTS RECEIVE 3 (3) GALLON EMITTERS.
24. CONTRACTOR MUST PROVIDE THE OWNER WITH AN AS-BUILT IRRIGATION MAP SHOWING LOCATION OF ALL VALVES, MAIN LINE, LATERAL LINES AND AUXILIARY EQUIPMENT.

MAINTENANCE AND OPERATIONAL NOTES

25. THE PURPOSE OF THIS SPRINKLER SYSTEM IS TO PROVIDE ONLY SUFFICIENT WATER TO MAINTAIN PLANT LIFE DURING DRY WEATHER CONDITIONS OR SUMMER SEASONS. TIME CLOCKS SHALL BE READJUSTED CONTINUOUSLY THROUGHOUT THE SEASON, ON A WEEKLY BASIS IF NECESSARY, TO PROVIDE WATER ONLY WHEN THE SOIL IS DRY AT A DEPTH OF FOUR (4) INCHES THE FIRST INITIAL GROWING SEASON AND SIX (6) INCHES THE FOLLOWING YEARS. IF THE GROUND IS MOIST EITHER AT THE SURFACE OR A DEPTH OF FOUR (4) INCHES DURING THE FIRST YEAR AFTER INITIAL PLANT ESTABLISHMENT OR IS MOIST AT A DEPTH OF SIX (6) INCHES THEREAFTER, SHUT THE TIME CLOCKS OFF AND DO NOT APPLY ADDITIONAL WATER UNTIL SOIL HAS BEEN ALLOWED TO DRY. READJUST TIME CLOCK PRIOR TO TURNING VALVES BACK ON. IF RAIN IS FORECAST OR IS EMINENT, ALL IRRIGATION SYSTEMS SHALL BE SHUT OFF AND NOT REACTIVATED UNTIL THE SOIL HAS DRIED TO THE ABOVE DEPTHS.
26. IF ANY SUBSURFACE DRAINAGE OR RUN-OFF IS VISIBLE AT LOW AREAS, ACROSS SIDEWALKS OR AT LOWER PORTIONS OF SLOPES, IMMEDIATELY SHUT THE VALVES OFF TO ALLOW THE AREA TO COMPLETELY DRY OUT. IF THIS CONDITION CONTINUES AFTER SUBSEQUENT WATERINGS, THE CONTRACTOR SHALL NOTIFY THE OWNER'S REP.
27. INSPECTIONS OF IRRIGATION SYSTEM SHALL BE MADE ON A DAILY BASIS TO OBSERVE AND PROVIDE REPAIRS OR REMEDIES TO THE FOLLOWING UNACCEPTABLE PROBLEMS:
   27.1. OVER-SPRAY ON SIDEWALKS, STREETS, PAVED AREAS, PARKING AREAS, FENCES, WALLS, SIGNS, BUILDINGS OR STRUCTURES.
   27.2. DRAINAGE OR RUN-OFF ACROSS SIDEWALKS, PAVING OR STREETS.
   27.3. DAMAGED OR IMPROPERLY OPERATING HEADS, PIPING, VALVES, CONTROLLERS OR OTHER IRRIGATION EQUIPMENT.
28. CONTRACTOR TO PROVIDE 2 HOURS OF TRAINING TO OWNER AT END OF PROJECT REGARDING OPERATION FOR IRRIGATION SYSTEM. CONTRACTOR WILL SHOW OWNER HOW TO OPERATE THE FOLLOWING: STOP AND WASTE VALVE, BACKFLOW VALVE, CONTROLLER, AND REMOTE CONTROL VALVES.

1 IRRIGATION TRENCHING DETAIL — NOT TO SCALE

2 PIPE SLEEVING UNDER PAVEMENT — NOT TO SCALE

3 RAINBIRD PEB PLASTIC VALVE

4 RAINBIRD XERI-BUG EMITTER — NOT TO SCALE

5 RAINBIRD DRIPLINE AROUND TREE

6 RAINBIRD XCZ-PRB 100 VALVE

7 AMIAD 2" MINI SIGMA FILTER

DESIGNING OUR FUTURE

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HOMES AT TREMONTON TOWNHOMES
172 N 400 W
TREMONTON, UT

MARK	DATE	DESCRIPTION

PROJECT # 21-149
DRAWN BY JW
REVIEWED BY JH
ISSUED 05.09.23

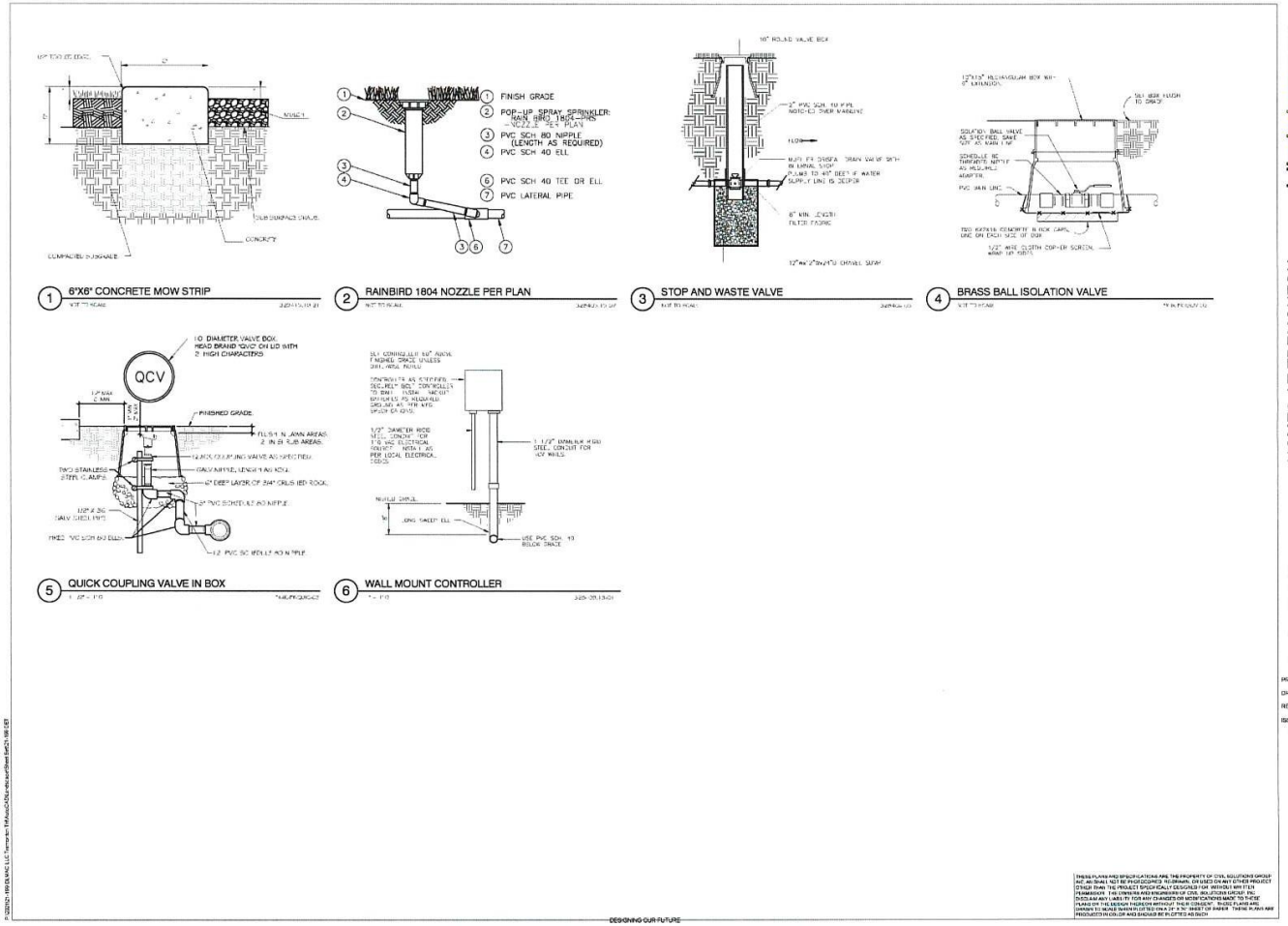
05.09.23

DETAILS

L302

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HOMES AT TREMONTON
TOWNHOMES
172 N 400 W
TREMONTON, UT

MARK	DATE	DESCRIPTION

PROJECT #	21-199
DRAWN BY	ZW
REVIEWED BY	JH
ISSUED	05.09.23

STATE OF UTAH
05.09.23
JOSEPH R. HENDRICKSON
LANDSCAPE ARCHITECT

DETAILS

L303

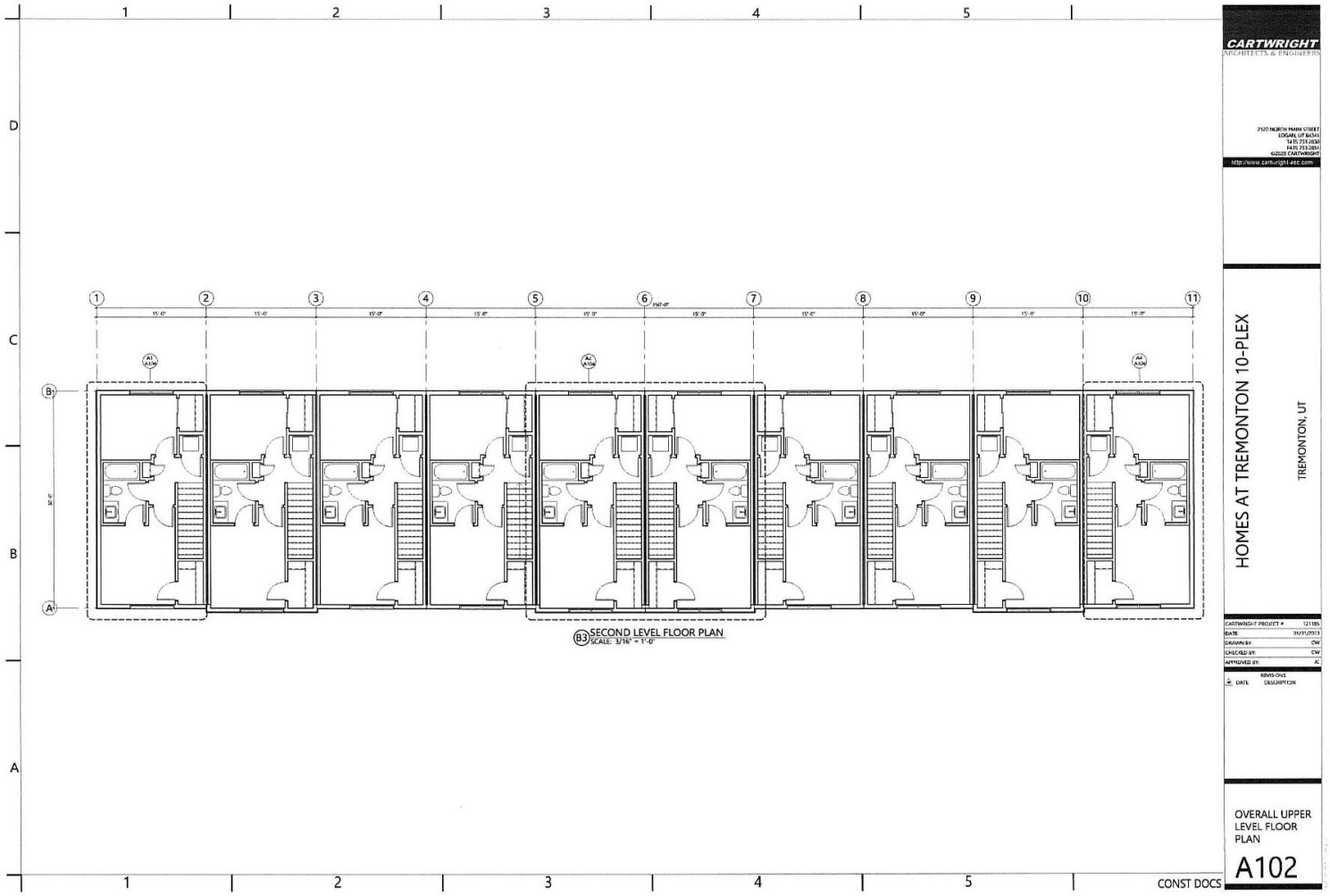
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EXHIBIT "E"- ARCHITECTURAL DRAWINGS



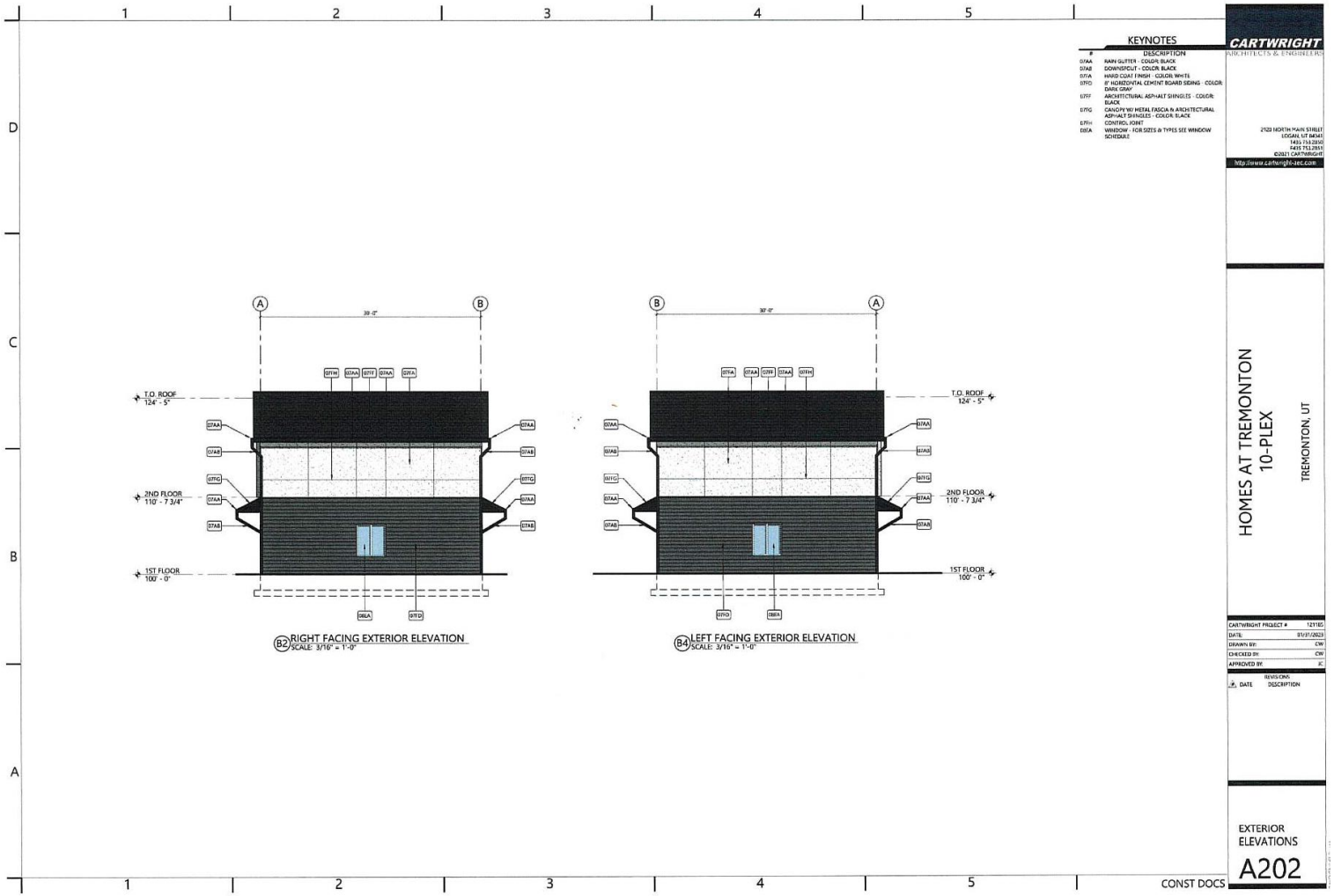
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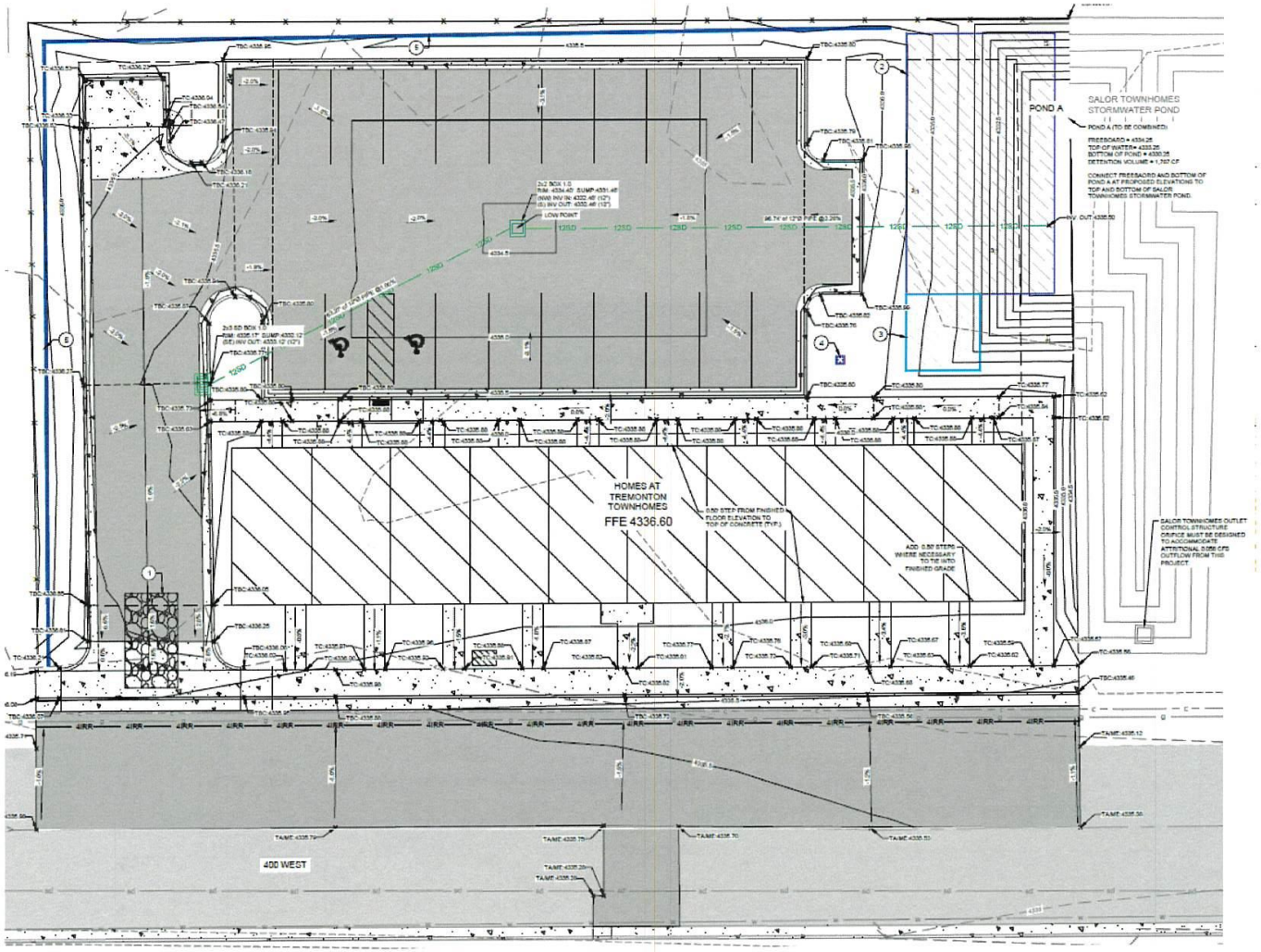


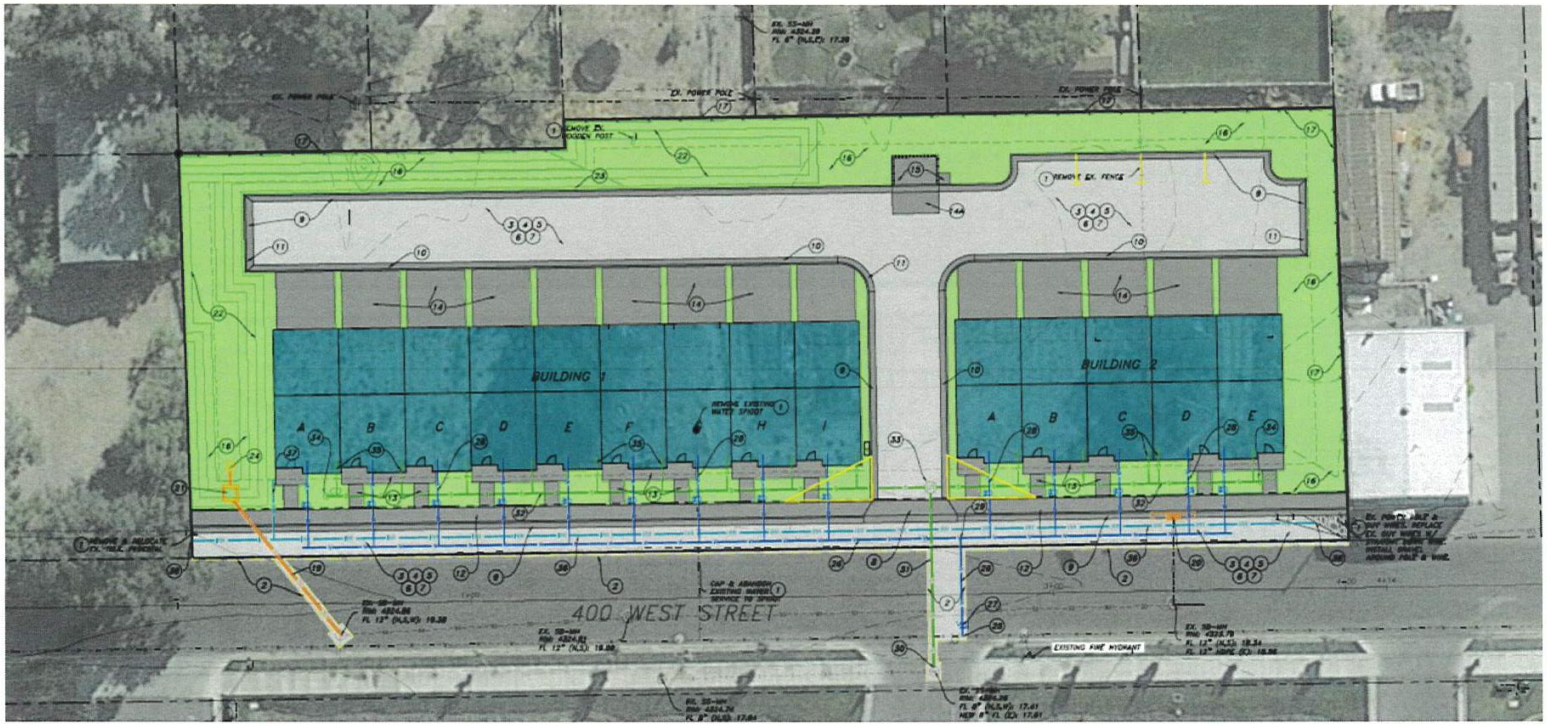
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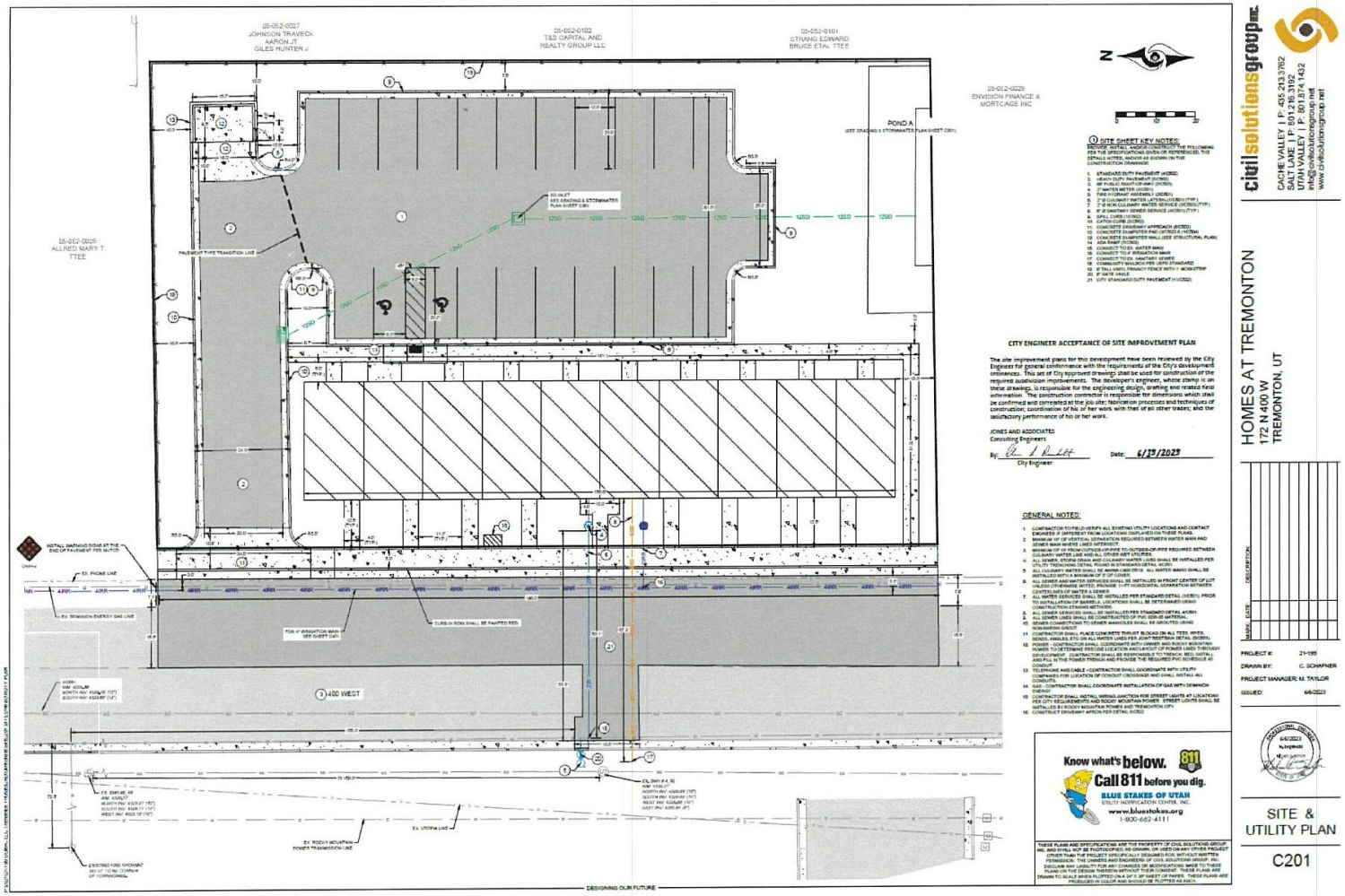
EXHIBIT "F"- STORM DRAIN BASIN




BUILDING 1
BUILDING 2
400 WEST STREET
EXISTING FIRE HYDRANT

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EXHIBIT "G"- SITE PLAN



TREMONTON CITY

CITY COUNCIL MEETING

August 20, 2024

TITLE:	Review of Calendar and Review of Past Assignments
FISCAL IMPACT:	Not applicable
PRESENTER:	

Aug 21	Fair Parade, meet at City Office at 4:30 p.m.
Sept 3	City Council Meeting
Sept 4-5	ULCT Annual Conference – SLC
Sept 7	Farmer's Market
Sept 16	Summer City Party, 5:30 p.m., North Park Bowery
Sept 17	City Council Meeting

Department Report for the Tremonton City Council

August 13, 2024

From: Recorder's Office

To: Tremonton City Council

Re: Monthly Report for July

It has been a busy month for the recorder's office with a lot of changes. To highlight a few significant events:

- We have hired new people to work in Accounts Payable and the Court. They should be ready to take over their new positions by the end of August. There has been a lot training going on and that will continue.
- We have finalized several easements along 1000 North so the expansion can continue.

Respectfully,

Recorder Nelson

Department Report for the Tremonton City Council

August 13, 2024

From: Tremonton Parks and Recreation

To: Tremonton City Council

Re: Monthly Report for July

Tremonton Parks and Recreation has had a busy summer running our youth and adult programs and hosting our annual Community Celebration, Tremonton Hay Days.

Recreation highlights:

- Youth Jr. Bee's Baseball/Softball Program. Our numbers have increased again as we had 659 participants throughout the 9 leagues we offer with 46 kids left on the waitlist. We have grown to max capacity with our current league set up and will have to move machine pitch back to meadow park next year as the interest in baseball and Adult Softball is on the rise. We split out our boys and girls participants into their respective Machine pitch leagues, and our girls softball program grew from 3 teams last year to 6 this year.
- Adult Softball Continued to Run through July with a 7 team league. There were more teams interested in playing but our diamonds were at max capacity.
- Youth Golf finished up with 64 participants in 6 different classes.
- Youth Dance/Tumbling/Cheerleading camps had 39 participants

Parks Highlights:

- We had secondary water issues at Stevens Park in June and July that has forced us to water during the day most of the summer. We were not able to get the pressure needed to water the park at nights until about 10 am most watering days.
- The filter in the pump went out this spring causing our sprinkler system to fill with contaminants, we had to clean every head in Jeanie stevens park twice a week until it was fixed. With no prefilter to the pump, we are looking at options of adding an inline filter into the main in the park as a secondary backup.

Events Highlights:

- Tremonton Hay Days Softball tournament and homerun derby was held on July 12-13. Heat was a worry at 105*. We came up with a misting system in the dug outs to help cut the heat that will be used for all baseball/softball programs in the future. We had 8 teams participate which was the max with the lights at Jeanie Stevens Park going out earlier this spring. The home run derby had 40 participants and is always a big hit.
- Tremonton Hay Days was held on July 19-20. We added more sportsmanship all star games and the Guns and Hoses softball game this year. Gaga was a huge hit with the teens. The car show had around 80 participants. Mother nature was on our side with a slight breeze and cloud cover that kept us around 94* instead of 102* that was predicted. The cooler temperature kept the park full nearly all day long.

Arts Highlights:

- The July Farmers Market was a big hit as usual. We held the free hot dogs and watermelon eating contest again. We gave away around 250 free hot dogs to people as our 4th of July theme.

Youth City Council Highlights:

- Nothing to report as school is out. The next activity will be helping with the Parade.

Upcoming Council Updates:

- The Fair Parade is Wednesday Aug. 21. The council vehicles need to be in place between 3-4 pm and participants need to be in the vehicles no later than 4:45 pm. The parade will begin at 5 pm and we are near the front. There is NO THROWING OF CANDY OR OBJECTS from the vehicles this year. The Youth City Council will be joining us as walkers to throw candy and items for us.

Respectfully submitted,

Zachary LeFevre

Director of Parks and Recreation

Department Report for the Tremonton City Council

July 12, 2024

From: Bear River Valley Senior Center

To: Tremonton City Council

Re: Monthly Report for July

In the fiscal year 2023-24 we received Money from BRAG, Box Elder County, Bear River City, Fielding, Plymouth and generous individuals like you. We sent an itemized request to Garland every month as they requested, however, we did not receive any money to my knowledge.

We had a very fun July despite the heat. To highlight a few events:

- On the 10th of the month, we celebrated our annual Summer Picnic at the Bothwell Park. The weather was perfect, warm with a slight breeze. We had great attendance, except those who forgot, and we rented a soft serve Ice Cream machine that was a hit. (See pictures below)
- Our bus trip to Bear Lake was full and news has it the shakes were as good as ever.
- Jenny took a small group to the Hale Center Theater for "A Tribute to Elton John and Billy Joel". They dined at Rodizio Gril and wandered around Trolly Square before heading to the Theater for the matinee performance which was raved about upon their return.
- We also tried a new summer event on 'National Give Something Away Day', we had a free swap meet. We invited all to bring any useful items they were done with to be given to someone for a new life. We had a great turnout and got rid of about half of what was brought. The remaining items were taken to the DI in Logan. (The store up town was full and refused our offerings, in fact they were upset we did not invite then to bring items to our swap).

Numbers for the month:

Dine in meals: 471

Pick up meals: 817

Home Delivered meals: 1986

Total Meals to seniors: 3274

Total Requested from BRAG: $10,700

Respectfully submitted,

Jenny Christensen

Senior Center Director

Department Report for the Tremonton City Council

July 31, 2024

From: Tremonton-Garland Police Department

To: Tremonton City Council

Re: Monthly Report for July

The Police Department of the City had an exceptional month. To highlight a few significant events:

- On 7/31/24, Strike Force Detectives served a search warrant in Brigham. The suspect admitted he was purchasing drugs to sell in Tremonton. The following was seized: 15.55 g, marijuana 91.94 g, meth 185.87 g, shrooms 16.85 g, 22 unknown pills. Approximately $1000 in cash.
- Tremonton-Garland Police have placed #1 in the lemonade challenge in Box Elder County. The final numbers are being calculated.
-
- Tremonton-Garland Police have 56 total citizen reviews. 4.9 / 5-star rating. 98.2% positive feedback.
- Tremonton-Garland Police Department recognized Detective Madison Cordova with Box Elder County Attorney's Office for serving 2 search warrants during the month of July related to child sex offenses.
- In accordance with the Interlocal Agreement, Tremonton Chief Cordova has asked Garland to meet staffing requirements outlined in the MOU. An official notice was served on 8/1/2024 to the Garland Mayor. Garland is required to hire 1 part-time shelter technician and 1 part-time evidence technician. Garland has 30 days to meet this requirement.

Numbers for the month:

- 11 Code Enforcement
- 46 Animal Problems
- 64 agency assists
- 4 family fights / DV assault
- 4 Sex offenses
- 48 traffic enforcement
- 2 search warrants (child sex crimes)

Respectfully submitted,

Dustin Cordova

Chief of Police

Department Report for the Tremonton City Council

August 13, 2024

From: Tremonton Planning Department

To: Tremonton City Council

Re: Monthly Report for July 2024

The Planning Department of the City had a significant month. To highlight a few significant events:

- The City's update to the Moderate-Income Housing Plan was submitted to the State outlining the progress made with the Neighborhood Nonprofit Housing, Accessory Dwelling Units, and Moderate-Income Housing building fees.
- Andrea Miller was selected to replace Penni Davis on the City's Planning Commission.
- Planning Commission received an hour of training from the City Manager on form-base code as a preamble to the new code for Main Street.
- The concept plans for the City's recreational center was presented to the Box Elder School Board during their workshop meeting. There was mixed reception about the joint venture, but Connie Archibald later spoke with Bill and me about the School Board's intention to bond this fall for new facilities.
- Lastly, the City Planner was able to observe various architectural themes for Main Street through a self-guided tour through Main Street U.S.A. The public transit, shops, and foot traffic were observed to be feasible design guides if sufficient off-site parking is supplied.

Numbers for the month:

DRC meetings – 1

Planning Commission - 1

Ice Cream Cones eaten – 3

Average steps during Main Street U.S.A. tour – 17,500

Respectfully submitted,

Jeff Seedall

City Planner

Department Report for the Tremonton City Council

August 13, 2024

From: Tremonton Treasurer Department

To: Tremonton City Council

Re: Monthly Report for July

The Front Office had an exceptional month. To highlight a few significant events:

- We had a busy and productive month.
- Hailee became a full time employee splitting her time between the front office, recreation and the Fire department.
- Sharri celebrated her 16th (backwards) birthday with cocktails and hors d'oeuvres in the Council Chambers☺
- City Summer Party is scheduled for September 16th, 5:30 at the North Park Bowery.

Numbers for the month July:

Ambulance runs requiring bills – 93

New customers moving into a home in Tremonton – 43

Water shut off's for delinquent accounts – 45

Recreation signups – 429

New business licenses – 5

Building permits – 9 single family, 1 accessory dwelling attached, 8 misc

Work orders created - 108

Respectfully submitted,

Sharri Oyler

Tremonton City Treasurer

Department Report for the Tremonton City Council

August 12, 2024

From: Tremonton Public Library

To: Tremonton City Council

Re: Monthly Report for July

The Library had an exceptional month. Here are some of our more notable events:

- July 10th we had a in person science program, brought to us by Talewise. The show was exciting as they featured fun, interactive science, that the kids really enjoyed.
- July 22nd we hosted a Pokémon open house that went along with our kids summer reading. We had many crafts and fun Pokémon themed games, crafts and activities. It was well attended and we ran out of almost everything. We will have to plan for more people next time.
- On July 30th, we again had Rocky Mountain Puppets come and perform for us. This has become an annual event and everyone love Megan and her puppets.
- We celebrated Harry Potter's birthday on July 30th. We had make-and-take owls, seek and finds, and a guessing jar for Trevor the Frog. Whoever guessed closest to the amount of frogs received a Bertie Bott's Every Flavor Beans bag.
- July 31st, ended our Summer Reading Program for Children, Teens and Adults.
- We also hosted Storytimes in the Park with Miss Becky. They were well attended.

Program attendance for the month:

Talewise Science Program – 49

Pokémon Open House – 160

Rocky Mountain Puppet Show – 175

Harry Potter Birthday – 332

Summer Reading Programs – Adults: 87; Teens:48; Preschool: 71; Ages 5-12: 128

Storytime in the Park – 191

Passive programming (Seek & Finds, Door activities, Adventure Packets, Take-n-Make Crafts) -- 5

Thank you,

Kim Griffiths
Library Director

Department Report for the Tremonton City Council

July 2024

From: Tremonton Fire Department

To: Tremonton City Council

Re: Monthly Report for July

Highlight of current and upcoming events:

- Successfully endured fireworks season.
- 3 Training drill nights for the whole department.
- Implemented two different software changes. Sill working through the details on these.
- Sent out advertising for a new hire testing date taking place in early September.
- One vacant full-time position. We will also be adding several new part time members.
- Implementing extra staffing to cover upcoming County Fair Parade and Rodeo standbys.
- Working to prepare for new statewide communications system being implemented in October.
- Increasing the number of local business fire safety inspections. Several per week being conducted.
- Two full time members currently signed up for upcoming paramedic school programs.
- Completed aerial ladder truck inspection and testing.

Numbers for the month:

Medical/Ambulance calls – 107

Fire calls – 27

Respectfully submitted,

Brady Hansen

Fire Chief

Department Report for the Tremonton City Council

August 12, 2024

From: Public Works Department

To: Tremonton City Council

Re: Monthly Report for July

Work completed and underway by and for Tremonton City Public Works Department.

- Street Department/Cemetery/Facilities
  - 1000 North Road reconstruction is well under way, Staker Parsons and NEXT Construction are ahead of schedule, asphalt is scheduled to be laid around September 13th, we have given the contractor the right to closed down the road for up to 45-days, except for those that live on the road section being reconstructed, they have been as lenient as they can and working with the local's residents.
  - Several sidewalk repair/replacement projects are ongoing.
  - We are spending multiple days of the week running the street sweeper.
  - We are work on beautification projects, around the Civic Center and at the Senior Center.
  - Will be starting road repair projects from road cuts in August.
  - On going street and facility maintenance.
  -
- Culinary Water/Secondary Water/Storm Drain/Sewer Collection
  - The ASR (Aquifer Storage and Recovery) Project is still in the permitting and design process, it will likely be going to bid this fall.
  - Secondary Service Area 4 project has wrapped up and citizens are starting to connect.
  - The Secondary EQ Basin on the Central Canal is complete and the Bear River Canal Co. is working with our SCADA programmer and their programmer on data collection and gate controls.
  - Ongoing installation of culinary fix based metering and secondary fixed base metering
  - Ongoing culinary/secondary/storm drain/sewer collection system maintenance.
  -
- Wastewater Treatment/Compost/laboratory
  - The Wastewater Treatment Facility upgrade is well under design, it should be ready to go to the Water Quality for their review and approval late fall, by early spring 2025 we should be ready to go out for bid.
  - The Compost Facility Expansion is close to be designed and we should be able to put it out to bid this fall, with construction to be in the late winter 2025.
  - The compost screen will be here on August 1st and we will then once again have compost for sale and give away.
  - We had our biannual, every 2 years, inspection on July 2nd, we once again were given a good review and retained our certified laboratory status, thanks to great city employees.
  - Ongoing treatment facility maintenance.

Public Works Director

Department Report for the Tremonton City Council

Aug.13, 2024

From: Tremonton/Pantry

To: Tremonton City Council

Re: Monthly Report for July/Aug

The Pantry has had a busy month. To highlight the report of clients being served and few upcoming events:

- Aug. 21 Bull Night at the Rodeo-Bring can of food for the Tremonton community pantry
- Sept. 1-26th Western Ag with COBANK are doing a food drive where they match donations of $1 per lb. or dollar for dollar up to $10,000.
- Sept. 10 Just Serve food drive will be collecting and dropping off food at the Pantry from 4-8pm.
- Pantry just got awarded a $20,000 Grant from the Dept of Workforce Services. This is how the grant is broken down $12,000- Food/Supplies, $1,800-Building Insurance, $5,000-Utilities, $1,100-Phone/Internet. This is a great benefit to help with the pantry budget. This is reimbursed monthly through a claim I submit.

Numbers for the month:

June:

Total Families served-147

Total Individuals served-509

Volunteer Hours- 219 hours

Donations Food Lbs.- 20,462

(This includes Utah Food Bank donations 2x's monthly)

July:

Total Families served-171

Total Individuals served- 598

Volunteer Hours- 297 hours

Donations Food Lbs.- 25,218 lbs.

(This includes Utah Food Bank donations 2x's monthly)

Carey Hunsaker

Food Pantry Director