



**Tremonton City Corporation
City Council Meeting
February 17, 2026
Meeting to be held at
102 South Tremont Street
Tremonton, Utah**

**AMENDED - CITY COUNCIL WORKSHOP AGENDA
5:00 p.m.**

1. Call to Order and Declaration of Conflict of Interest
2. Council Reports and Updates
3. Presentations:
 - a. **Title:** Caselle Real Time Payments
Presenter: Michelle Rhodes
Estimated Time: 15 minutes
 - b. **Title:** Transition Phones Lines
Presenter: Michelle Rhodes
Estimated Time: 10 minutes
 - c. **Title:** Resolution No. 26-13 Compensation and Classification Plan
Presenter: Manager Nessen
Estimated Time: 5 minutes
 - d. **Title:** Presentation Only - Citizen Advisory Committee
Presenter: Mayor Rohde
Estimated Time: 15 minutes
 - e. **Title:** Resolution No. 26-14 River Valley PUD Development Agreement
Presenter: Jeff Seedall
Estimated Time: 5 minutes
 - f. **Title:** Resolution No. 26-15 Ground Lease Agreement
Presenter: Recorder Nelson
Estimated Time: 5 minutes
 - g. **Title:** Resolution No. 26-16 ILA with Brigham Fire
Presenter: Jeff Jarrow
Estimated Time: 5 minutes

- h. **Title:** Presentation on the Neighborhood Partnership Initiative Update
Presenter: ChrisDean Epling
Estimated Time: 10 minutes
 - i. **Title:** Discussion Only - ILA with Perry for Regional Police/Strategic Options
Presenter: Dustin Cordova
Estimated Time: 45 minutes
4. **CLOSED MEETING:**
- 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. Call to Order
- 2. Invocation by:
Pledge by:
- 3. Roll Call
- 4. Approval of Agenda
- 5. Declaration of Conflict of Interest
- 6. Presentations
 - a. Years of service award to Tiffine Jensen at the Fire Department for 10 years.
- 7. Citizen Engagement – General Public Comment
 - Residents may address the Council on any item **NOT** listed on the strategic business portion of the agenda
 - Rules of engagement:
 - 1. **Our Dignity Standard:** Hard conversations require the honest truth and a respectful tone. We are committed to fixing the problems without making it personal. Let's keep this conversation productive so we can get back to the work of building a better Tremonton.
 - 2. **Priority:** Speakers who registered on the signup sheet at the door prior to the meeting will be called in order. Citizens from the audience will then have time to speak.
 - 3. **Time Limit:** 3 minutes per individual
 - 4. **Response:** Under State Law, the Council cannot debate or take action on non-agenda items. We will listen and may direct staff to follow up.

8. Consent Agenda - Any Councilmember may request an item be removed for separate discussion
 - a. Approval of minutes – February 3, 2026
 - b. Approval of moving to Caselle Real Time Payment
 - c. Approval of transitioning phone lines to Les Olson
 - d. Approval of Resolution No. 26-13 Compensation & Classification Plan
 - e. Approval of Resolution No. 26-14 Adopting River Valley PUD
 - f. Approval of Resolution No. 26-15 Approving Ground Lease Agreement
 - g. Approval of Resolution No. 26-16 ILA with Brigham Fire
9. Strategic Business (Ordinances & Policies) - None
10. Reports and Calendar
 - a. City Manager Report
 - b. Upcoming Calendar Items
11. **CLOSED MEETING:**
 - 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*
12. 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.

In compliance with the Americans with Disabilities Act, persons needing special accommodations, should contact Cynthia Nelson no later than 48 hours prior to the meeting.

This meeting will be lived streamed via YouTube at <https://www.youtube.com/@tremontoncity>

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted in accordance with Utah State Code on this 13th day of February, 2026.

Cynthia Nelson, CITY RECORDER

AGENDA ITEM REQUEST FORM

Date of Meeting: _____

Department: _____

Presenter: _____

Time Needed to Present: _____

1. ITEM TITLE:

2. THE "PLAIN ENGLISH" SUMMARY:

3. STRATEGIC GOAL ALIGNMENT:

(Which City Goal does this support?)

☐ Fiscal Responsibility

☐ Infrastructure & Growth

☐ Public Safety

☐ Community Engagement / Quality of Life

4. TYPE OF ACTION:

☐ Consent Agenda (Routine/Contract/Appointment)

☐ Strategic Business (Ordinance/Policy Change - Requires Public Input)

☐ Work Session Only (Discussion/Update)

5. BUDGET IMPACT:

\$_____ (Funding Source: _____)



COMMUNITY CONNECT

Caselle's Integrated Payment Portal for Local Government

SIMPLIFY PAYMENTS. IMPROVE COMMUNICATION. REDUCE MANUAL WORK.

Community Connect is Caselle's fully integrated utility billing payment solution that streamlines operations, simplifies payment reconciliation, and improves service. It connects in real time with your Caselle system, eliminating manual entry, file transfers, and third-party vendors.

Integrates with: Utility Billing, Cash Receipting, Building Permits, Business License, Business Tax, Animal License and Accounts Receivable

WHAT YOU'LL GET

Real-Time Payment Posting

Payments post instantly into Caselle—no delays, no uploads, and no extra steps. Even in-person payments with card readers are updated automatically.

Flexible Ways to Pay

Residents can pay online, by phone, text, or in person using credit card or ACH. They can manage multiple accounts and set up recurring autopay for easy 'set it and forget it' bill management.

Smarter Resident Communication

Automatically send email and text alerts when bills are ready, payments are received, or urgent notices need to go out. Reduce paper with eBilling, and share updates, newsletters, and rate studies with ease.

LET'S CONNECT

Want to see how it works?

We'll show you how it fits into your existing Caselle setup.
sales@caselle.com / www.caselle.com



WHY CLERKS LIKE YOU CHOOSE COMMUNITY CONNECT

See payments in real time with
no posting delays

Eliminate manual data entry
between systems

Avoid third-party support and
service gaps

Purpose-built for cities, towns,
and districts using Caselle

Backed by a team that
understands local government



Community Connect Payment Portal - Frequently Asked Questions

General System Functionality

1. Does this system eliminate the need for third-party integrations?

Yes, it replaces the need for another 3rd party payment provider.

2. Can this system be used without having all Caselle modules (e.g., Community Development)? Is there an option to choose which features/modules (e.g., utility billing but not permitting) are used?

You can use and customize the community portal to best fit your needs. You can choose which modules within the portal you would like to utilize.

Note: It is required to have the Cash Receipting application. If you do not have this module, please reach out to us and we can help get you a proposal.

Payment Capabilities

3. Can the system handle payments for both arrears and future services?

You will be able to take in payments with arrears and future billing.

4. Does the system support card payments in the office? Can payments be processed over the phone or entered manually by staff?

Yes, you can process credit card payments in the office. They can also be taken and processed over the phone by staff.

5. Can customers make one-time payments via guest checkout?

There are two ways to make a payment. You can sign up and register as a user, or you can make a quick payment as a guest without having to create a login.

6. Can the system handle payment forms for various charges, like permits or event registrations?



Absolutely, custom forms can be tailored to manage payments for various charges, like permits or event registrations. Additionally, they can collect specific information related to each charge from the payer. These forms can be accessed either after a user logs in or made available outside of the login process.

7. Can customers apply for things like permits and pay at the same time?

You can set it up where you can pay right after you apply for a permit or set it up to pay after the permit has been approved.

8. Can payments be processed for modules beyond utilities, such as court fines, AR, or planning permits?

We currently accept payments for the following modules: Utilities, Accounts Receivable, Business License, Business Tax, Community Development, and Animal License. Court Payments can also be made, but currently only through Guest Pay. Additionally, a payer can make payment for any Category setup within the Cash Receipting module. We will continue to expand additional capabilities to receive payments for other modules.

Migration and Data Porting

9. Can customer data be mass-transported from 3rd party payment providers without requiring customers to re-register or reset autopay?

Currently, we don't have an automated migration path from other online payment providers. What we can do is help send communications and create simple ways to assist people in signing up. For example, we can create a QR code that can be added to the bill statement. This provides an easy way to link to the portal, sign up, and get going with payments. We also have a marketing playbook that can help you create flyers, handouts, and social media posts. Lastly, we are investigating methods to obtain the names of those currently enrolled in autopay, enabling us to contact them directly.

10. Will this effect customers already using Caselle's Direct Pay?

You will have the option to have them sign up on the community portal or continue to use the Caselle Direct Pay feature.

11. Does this tell the customer if they're already signed up for direct ACH pay through the city so they don't risk double payments, or would this see that they're already on direct pay in Caselle?



We can put a configurable message on the portal to automatically display it for those Direct Pay customers. If the customer has already made a payment through Direct Pay, there should be no remaining balance on the account to take through the portal. If the customer still wishes to make a one-time payment, the portal will allow them to do so.

Billing and Notifications

12. Can paperless billing be enabled?

Yes, immediately when a portal user enables paperless billing on their account, the portal will mark that customer as such within Caselle's Utility Billing module. Additionally, their email address is added to their customer account once they have signed up.

13. Can disconnect notices be sent through the system?

Yes, utility bills, disconnect notices, shut off notices, final bills, etc. can all be sent or viewed through the portal. Once you go through the set up, we can make these statements available to be viewed.

14. Can billing adjustments, deposits, and other changes be visible to the customer?

Yes, if you have those variables on your bill. When the customer views their bill in the portal, they would see that information. In addition, the utility customer will be able to see all transactions on their account in the "Bills and Payments" area of the portal in real time.

Realtime adjustments are visible through the current balance due, otherwise, the bill will reflect the adjustments in the following period.

Technical and Compliance Questions

15. Who is the backend credit card processor for this system? Will the city handle credit card data locally? If so, how is PCI compliance managed?

We have partnered with a company called Zift as the payment processor. Zift would replace your processor for anything that comes through the portal. The payment information is stored by Zift, not locally in Caselle. There is a token stored when the customer saves their card in their wallet or enables autopay. However, neither the



credit card information nor ACH information is stored absolving you of having to be PCI compliant.

16. Will this eliminate the need to go through a third-party processor before funds reach the bank?

Your payments will be processed through the Caselle payment portal and deposited directly into your account by Zift, our credit card processor.

17. Can refunds be processed internally for credit card payments? What happens when a payment is returned and considered as NSF?

Payments that come back as NSF (for example a payment from a checking account) will get posted back to the system as a negative receipt automatically.

Refunds can also be processed internally if necessary.

18. Are there reports or alerts for returned/declined payments, and can we assess fees?

Yes, our credit card processor, Zift, will provide a report/list of returned payments. You can then manually bill the accounts for any NSF fees through the Caselle application.

19. How are real-time payments reflected in the general ledger?

The payments are posted in real time to the Cash Receipting module. They are then updated to the General Ledger as part of the regular General Ledger Update process in Cash Receipting.

20. How does daily close-out and reconciliation work?

The payments are designed to post to Cash Receipting so that they match the posting to your bank account. All payments for the day will be deposited together into your bank account and will match the deposit in your bank reconciliation. We also have reports on the portal to assist in the reconciliation as needed.

Hardware and Terminal Compatibility

21. Can we continue to use existing credit card readers, or are new terminals required? If we already have swipe terminals, are they compatible with this platform?

AGENDA ITEM REQUEST FORM

Date of Meeting: February 17, 2026

Department: Treasurer

Presenter: Michelle Rhodes

Time Needed to Present: 10 minutes

1. ITEM TITLE:

Transition phone lines over to coincide with IT company

2. THE "PLAIN ENGLISH" SUMMARY:

Transition our phone lines to a new provider that aligns more effectively with our IT company. This change will enable text messaging capabilities for communication with citizens, provide reliable and responsive support, and result in ongoing monthly cost savings.

3. STRATEGIC GOAL ALIGNMENT:

(Which City Goal does this support?)

- ☒ Fiscal Responsibility
- ☐ Infrastructure & Growth
- ☒ Public Safety
- ☐ Community Engagement / Quality of Life

4. TYPE OF ACTION:

- ☒ Consent Agenda (Routine/Contract/Appointment)
- ☐ Strategic Business (Ordinance/Policy Change - Requires Public Input)
- ☐ Work Session Only (Discussion/Update)

5. BUDGET IMPACT:

\$ minimal one-time fee (Funding Source: There would also be a savings of over \$200 monthly after installation)

Elevate Phones with Les Olson IT

From Wade Barrus <wbarrus@lesolsoncompany.com>

Date Mon 2/2/2026 8:37 AM

To Michelle Rhodes <mrhodes@tremontoncity.gov>; Jamie Stokes <jstokes@tremontoncity.gov>

Hi Michelle and Jamie,

Per our conversation, here's the advantages of moving to Les Olson IT for your phones:

You will be saving \$250 per month

Unlimited Support from the LOC IT Telecom team

Free install and setup from our team

Free Training any time you need it

We will help setup the campaign so you can use the texting feature without worry.

Let me know if you need anything else from me.

Thanks,

Wade Barrus, IT Solutions Account Executive

385-758-4003 | lesolson.com

Your Office Technology Partner

1750 West 12th St., | Marriott-Slaterville, Utah 84404



RESOLUTION NO. 26-13

A RESOLUTION OF THE TREMONTON CITY COUNCIL ADOPTING THE REVISED TREMONTON CITY COMPENSATION AND CLASSIFICATION PLAN

WHEREAS, the City maintains an adopted Compensation and Classification Plan to ensure that all municipal positions are accurately described, properly classified, and aligned with organizational needs; and

WHEREAS, the City has reviewed its current organizational structure and determined that the position of Assistant City Manager is no longer required in its present form; and

WHEREAS, the duties, responsibilities, and operational needs of the organization support the creation of the position of Finance Director, which will assume financial management, budgeting, reporting, and related administrative functions; and

WHEREAS, the City has further reviewed the responsibilities within the Community Development Department and determined that the position of Community Development Director should be reclassified to the full-time position of Planner II and part-time position of Zoning Administrator to more accurately reflect the scope of zoning administration, land-use planning, and development review duties performed; and

WHEREAS, these updates are necessary to maintain an efficient organizational structure, ensure accurate job descriptions, and support the effective delivery of municipal services; and

WHEREAS, the City desires to formally amend its Compensation and Classification Plan to reflect these position changes and ensure appropriate placement within the City's pay structure.

NOW, THEREFORE, BE IT RESOLVED that the Tremonton City Council approves the revised Tremonton City Compensation and Classification Plan as attached in Exhibit "A."

Adopted and passed by the governing body of Tremonton City Corporation this 17th day of February 2026. Resolution to become effective upon adoption.

TREMONTON CITY
A Utah Municipal Corporation

By: Bret Rohde, Mayor

ATTEST:

Cynthia Nelson, City Recorder

EXHIBIT “A”

TREMONTON CITY CLASSIFICATION AND COMPENSATION PLAN
Adopted with Resolution No. 26-13

Level A-1		Pay Range	
	Position	Minimum Pay	Maximum Pay
General Scale	Concession Stand Worker	\$11.89	\$17.38
	Site Supervisor-Scorekeeper-Rec Aide	\$11.89	\$17.38
	Umpire-Official-Instructor I	\$11.89	\$17.38
	Paid Interns	\$11.89	\$17.38

Level A-2		Pay Range	
	Position	Minimum Pay	Maximum Pay
General Scale	Assistant Librarian/Substitute	\$13.27	\$21.20
	Janitor-Public Works	\$13.27	\$21.20
	Janitor-Senior Center	\$13.27	\$21.20
	Receptionist-Senior Center	\$13.27	\$21.20
	Activity Specialist	\$13.27	\$21.20
	Cook/Cook Substitute	\$13.27	\$21.20
	Lunch Driver/Substitute	\$13.27	\$21.20

Level A-3		Pay Range	
	Position	Minimum Pay	Maximum Pay
General Scale	Field Preparation Worker	\$14.56	\$23.70
	Parks Maintenance Worker	\$14.56	\$23.70
	Main Street Maintenance Worker	\$14.56	\$23.70
	Compost Facility Attendant	\$14.56	\$23.70
	Lead Cook	\$14.56	\$23.70

Level B-1		Pay Range	
	Position	Minimum Pay	Maximum Pay
General Scale	Clerk I-Accounts Payable	\$17.20	\$25.97
	Clerk I-Admin. Asst. Senior Center	\$17.20	\$25.97
	Clerk I-Billing Clerk	\$17.20	\$25.97
	Clerk I-Judicial Assistant	\$17.20	\$25.97
	Clerk I-Lead Librarian	\$17.20	\$25.97
	Clerk I-Records Clerk/Evidence Tech	\$17.20	\$25.97
	Clerk I-Public Works Office Assistant	\$17.20	\$25.97

Level B-2		Pay Range	
	Position	Minimum Pay	Maximum Pay
General Scale	Clerk II-Deputy Recorder	\$20.06	\$29.68
	Emergency Management Coordinator	\$20.06	\$29.68
	Food Pantry Director	\$20.06	\$29.68
	Head Groundskeeper	\$20.06	\$29.68
	Recreation Program Coordinator	\$20.06	\$29.68
	Communication/Events Coordinator	\$20.06	\$29.68
	Animal Control Officer	\$20.06	\$29.68
	School Crossing Guard	\$20.06	\$29.68
	Bailiff	\$20.06	\$29.68
	Umpire-Official-Instructor II	\$20.06	\$29.68
Public Works	Public Works Uncertified	\$22.74	\$32.37

Level B-3		Pay Range	
	Position	Minimum Pay	Maximum Pay
General Scale	Parks Superintendent	\$26.16	\$38.50
	Payroll Administrator	\$26.16	\$38.50
	Code Administrator	\$26.16	\$38.50
	Zoning Administrator	\$26.16	\$38.50
	Public Works Certified	\$26.16	\$38.50
	Recreation Supervisor	\$26.16	\$38.50

Level C-1		Pay Range	
	Position	Minimum Pay	Maximum Pay
General Scale	Library Director	\$27.30	\$38.64
	Senior Center Director	\$27.30	\$38.64
	Clerk II-Admin Asst./Evidence Tech	\$27.30	\$38.64
	Public Works Lead-Streets	\$27.30	\$38.64
	Public Works Lead-Water	\$27.30	\$38.64
	Public Works Lead-Wastewater	\$27.30	\$38.64
	Planner II	\$27.30	\$38.64
	Umpire-Official-Instructor III	\$27.30	\$38.64

Level C-2		Pay Range	
	Position	Minimum Pay	Maximum Pay
General Scale	Parks and Recreation Director	\$31.89	\$47.29
	Treasurer/Billing Lead	\$31.89	\$47.29
	City Recorder	\$31.89	\$47.29
	HR Director	\$31.89	\$47.29

Level C-3		Pay Range	
	Position	Minimum Pay	Maximum Pay
General Scale	Public Works Operations Manager	\$34.65	\$51.17

Level C-4		Pay Range	
	Position	Minimum Pay	Maximum Pay
General Scale	Public Works Assistant Director	\$37.40	\$55.05
	Community Services Director	\$37.40	\$55.05
	<u>Community Development Director</u>	<u>\$37.40</u>	<u>\$55.05</u>

Level D-1		Pay Range	
	Position	Minimum Pay	Maximum Pay
General Scale	Fire Chief	\$43.89	\$66.34
	Public Works Director	\$43.89	\$66.34
	<u>Finance Director</u>	<u>\$43.89</u>	<u>\$66.34</u>
	<u>Assistant City Manager</u>	<u>\$43.89</u>	<u>\$66.34</u>

Level D-2		Pay Range	
	Position	Minimum Pay	Maximum Pay
General Scale	City Manager	\$51.40	\$75.71

Elected Officials & Judge		Pay Range	
	Position	Minimum Pay	Maximum Pay
General Scale	City Council (Annual)	\$2,734.78	\$2,734.78
	Justice Court Judge (Annual) ¹	\$27,625.50	\$35,518.50
	Mayor (Annual)	\$5,240.77	\$5,240.77

¹Note: The Justice Court Judge's salary range for the Fiscal Year 2025 is calculated by the Administrative Office of the Courts as per UCA 78A-7-206.

Fire Dept & EMS Part-Time/Paid On-Call		Pay Range	
	Position	Minimum Pay	Maximum Pay
General Scale	EMT Advanced/Firefighter Trainee	\$17.32	\$29.85
	Firefighter II/EMT Advanced	\$20.30	\$32.85
	Paramedic	\$23.89	\$37.62
Certifications	Hazmat Technician Certification¹	\$0.50	\$0.50
	Confined Space Rescue 1 & 2¹	\$0.50	\$0.50
	Machinery Rescue 1¹	\$0.50	\$0.50
	Rope Rescue 1 & 2¹	\$0.50	\$0.50
	Structural Collapse Rescue 1 & 2¹	\$0.50	\$0.50
	Surface Water Rescue 1 & 2¹	\$0.50	\$0.50
	Trench Rescue 1 & 2¹	\$0.50	\$0.50
	Vehicle Extrication 1 & 2¹	\$0.50	\$0.50

¹Note: Employees that have a valid certification shall receive the corresponding certification pay increase in addition to the pay enumerated in the Fire Department General Scale up to a maximum of \$2.00 per hour.

Fire Dept. Part-Time Misc. Pay		Pay Range	
	Position	Minimum Pay	Maximum Pay
General Scale	Battalion Chief	\$23.32	\$35.26
	Captain	\$22.18	\$34.11

On-Call Pay		
	Position	Paid Compensation
General Scale	Police Officers	2 hours of the employee's regular rate of pay for each period that an employee is on an on-call status
	Public Works	

Police Pay Scale 2025-2026

(Scale to adjust with yearly COLA)

(Step Scale)

Police Officer

	T	1	2	3	4	5	6	7	8	9	10	11
PO3					35.25	36.66	38.12	39.65	41.23	42.88	44.60	46.38
PO2			32.59	33.89								
PO1		31.33										
POST	30.13											

Sergeant

	1	2	3	4	5
SGT	50.09	51.35	52.63	53.94	55.29

Lieutenant

	1	2	3	4	5
LT	53.05	54.48	55.91	57.34	58.77

Chief of Police

	1	2	3	4	5
Chief	62.41	64.15	65.89	67.63	69.37

Fire Department Pay Scale 2025-2026

(Scale to adjust with yearly COLA)

(Step Scale)

Firefighter/AEMT

	1	2	3	4	5	6
FF/AEMT	19.11	19.57	20.04	20.52	21.00	21.47

Firefighter/Medic

	1	2	3	4	5	6
FF/MEDIC	22.68	23.01	23.34	23.66	24.00	24.32

Senior Firefighter/AEMT

	1	2	3	4	5	6
SR FF/AEMT	22.18	22.65	23.11	23.59	24.06	24.53

Senior Firefighter/Medic

	1	2	3	4	5	6
SR FF/MEDIC	24.68	25.10	25.54	25.97	26.41	26.83

Engineer

	1	2	3	4
Engineer	27.30	27.71	28.01	28.43

Engineer/Medic


	1	2	3	4
Eng/MEDIC	28.37	28.69	29.02	29.33

Captain

	1	2	3	4	5	6	7	8	9	10	11
Capt	28.97	29.82	30.69	31.54	32.40	33.27	34.12	34.97	35.84	36.70	37.55

Captain/Medic

	1	2	3	4	5	6	7	8	9	10	11
Capt/ Med	29.68	30.54	31.40	32.25	33.12	33.96	34.82	35.70	36.54	37.41	38.27



Formation of the Citizen's Advisory Committee (CAC)

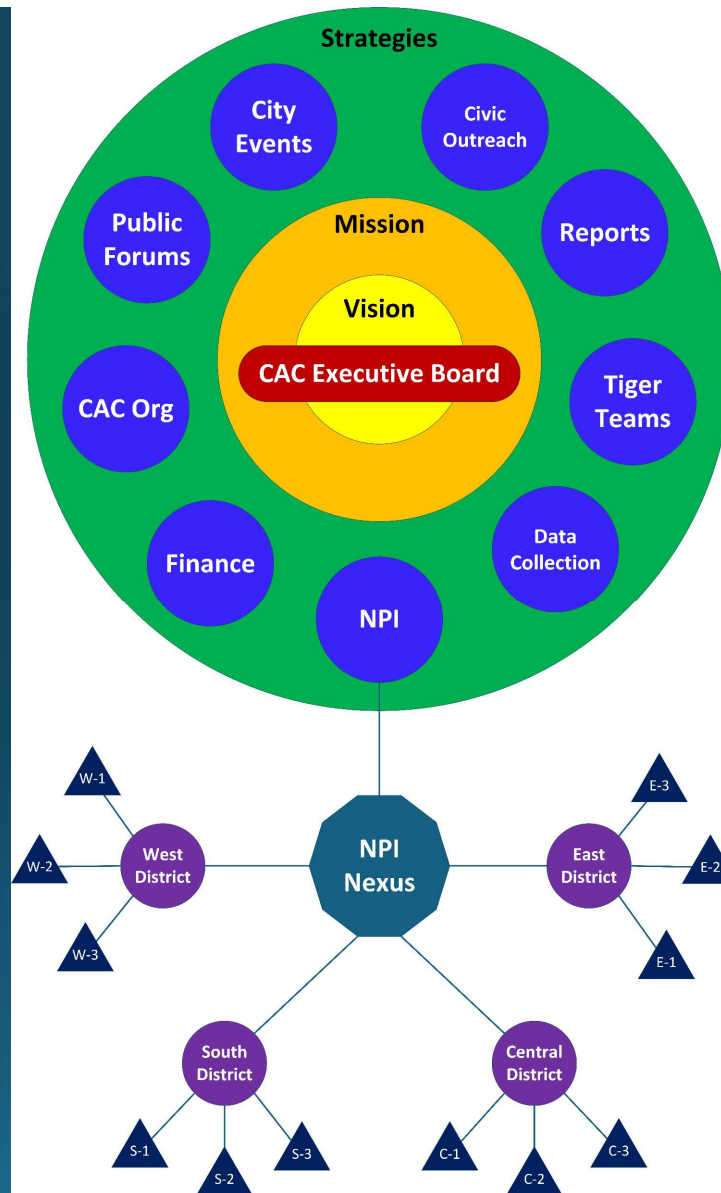
Presentation to the
Tremonton City Council
17-Feb-2026

Vision & Mission

- A city where residents and local leaders work collaboratively to shape shared priorities, solutions, and long-term outcomes
- A civic culture in which residents feel empowered, informed, and connected, with confidence that their voices influence decisions
- Foundational elements of trust, transparency, accountability, and mutual respect
- Ongoing, two-way dialogue that nurtures shared ownership of civic challenges/opportunities
- Serve as a formal advisory body that facilitates sustained, inclusive resident involvement
- Establish accessible, structured avenues for residents to share perspectives, priorities, and ideas
- Evaluate needs and proposals using complete, transparent, and data-informed approaches
- Develop and present clear, resident-informed recommendations to the City Council
- Design and host engagement activities and feedback mechanisms that broaden participation, deepen understanding, and reinforce residents' influence on civic decisions

Key Principles

- Only work items within work scope defined by committee charter
- Treat everyone with respect (Utah Dignity Index)
- Transparency and accountability of actions and decisions
- Collaboration within the city government and local residents
- Provide structured channels for resident input
- Provide complete (pro/con) recommendations to the city council
- Report regularly on engagement activities and outcomes
- Facilitate resident participation in matters of community interest
- Actively solicit resident opinions on major plans/issues



Approach / Strategies

Reports and Recommendations

- The CAC will regularly provide reports and recommendations to the city council based on citizen feedback and data collection with no omission of contrary opinions

Public Forums

- The CAC will regularly host open forums with two-way dialogue

Civic Outreach

- The CAC will help facilitate ways to help the community and provide ways for volunteers to serve in areas such as the senior center, the local food bank, and similar assistance programs

City-Wide Events

- The CAC will work with event organizers to provide ways for citizens to volunteer for events such as Hay Days, the Farmers' Market, and other major events

Approach / Strategies

Financial Advisement

- The CAC will have volunteers with financial backgrounds to help better organize and report financial items, plus help work estimates for proposed projects

NPI (Neighborhood Partnership Initiative)

- Once the CAC is fully formed, the current NPI program will be integrated with the CAC to provide enhanced structure and communication between the city and the residents

Data Collection

- The CAC will facilitate providing data to citizens and collecting information for the city council by working as a conduit for information collection and flow in both directions

Tiger Teams

- As needed, the CAC will form teams to address the needs of the city, such as forming a team to collect citizen opinion and ideas on major change proposals/concepts

Board Structure

Number of Members

- The board will be seven total members, comprised of one chair and six additional members representing each of the six voting precincts

Appointment Process

- Members will be selected based on applications and interviews, with nominees presented to the city council for formal confirmation

Terms of Service

- Once fully formed, CAC board members will serve three-year terms, with ends of terms staggered to facilitate continuity and momentum

City Council Liaison

- A member of the city council will serve as an advisor and resource for the CAC, but the council member will not be a voting member

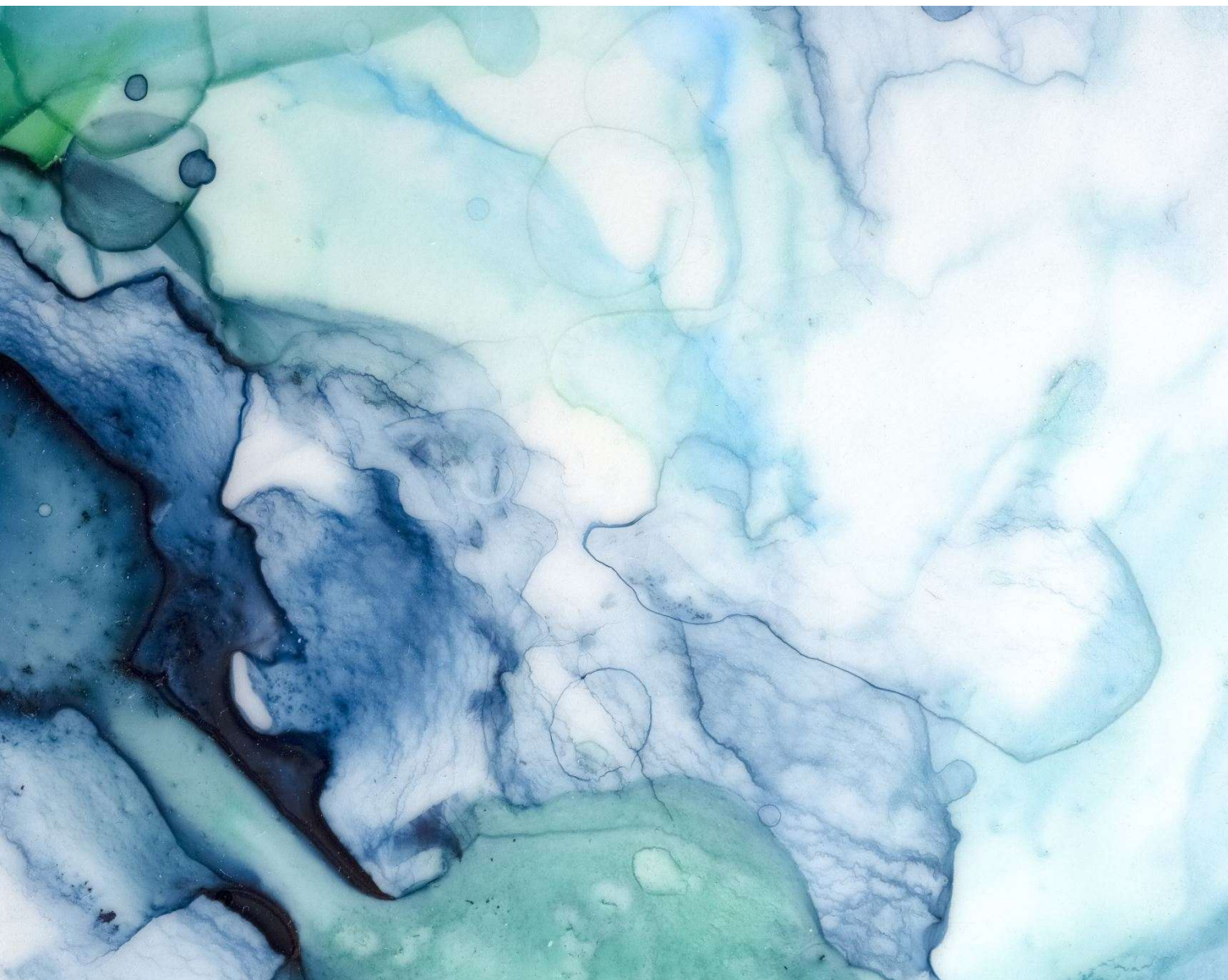
Citizen Involvement

Citizens can participate in multiple ways

- Apply to serve on the committee executive board
- Sign up to serve on one (or more) of the committee focus areas
- Volunteer to support specific service events and activities
- Bring ideas / comments to public forums
- Submit feedback / proposals online or in writing at the city offices

Next Steps

1. Draft, finalize, and adopt committee charter and bylaws
2. Establish board member selection process
3. Provide orientation and training for board members
4. Set annual work plan
5. Develop engagement methods and tools
6. Define communications strategy
7. Set reporting and meeting cadence
8. Develop feedback evaluation framework
9. Formalize annual evaluation and reporting guidelines
10. Integrate with city planning and budget cycles



AGENDA ITEM REQUEST FORM

Date of Meeting: 2/17/2026

Department: Planning

Presenter: Jeff

Time Needed to Present: 5 mins

1. ITEM TITLE:

Development Agreement for River Valley PUD

2. THE "PLAIN ENGLISH" SUMMARY:

An agreement between Heritage Land Development and Tremonton City for the use of
Chapter 1.33 Planned Unit Development for portions of the River Valley project.

3. STRATEGIC GOAL ALIGNMENT:

(Which City Goal does this support?)

- ☐ Fiscal Responsibility
- ☒ Infrastructure & Growth
- ☐ Public Safety
- ☐ Community Engagement / Quality of Life

4. TYPE OF ACTION:

- ☒ Consent Agenda (Routine/Contract/Appointment)
- ☐ Strategic Business (Ordinance/Policy Change - Requires Public Input)
- ☐ Work Session Only (Discussion/Update)

5. BUDGET IMPACT:

\$ _____ (Funding Source: _____)

RESOLUTION NO. 26-14

A RESOLUTION OF TREMONTON CITY CORPORATION ADOPTING RIVER VALLEY PUD

WHEREAS, the Developer desires to develop real property situated in the corporate city limits of Tremonton City, Box Elder County, State of Utah; and

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

WHEREAS, the Development Review Committee has approved the Hidden Valley Final Plat; and

WHEREAS, Section 2.04.045 of the City's Land Use Code requires a Development Agreement between the City and the Developer; and

WHEREAS, Section 2.05.045 A of the City's Land Use Code requires that the Developer provide a financial guarantee that all required improvements by City ordinance for the subdivision shall be constructed within one year from the recordation of the plat and that these required improvements remain free from defect for one year from the date that all improvements pass City inspection.

NOW THEREFORE BE IT RESOLVED by the Tremonton City Council that the River Valley PUD Development Agreement, as attached in Exhibit "A" is approved.

Adopted and passed by the governing body of Tremonton City Corporation on this 17th day of February, 2026.

TREMONTON CITY
A Utah Municipal Corporation

By _____
Bret Rohde, Mayor

ATTEST:

Cynthia Nelson, City Recorder

EXHIBIT “A”

**RIVER VALLEY P.U.D.
DEVELOPMENT AGREEMENT**

THIS PLANNED UNIT DEVELOPMENT AGREEMENT (hereinafter "Agreement"), is made and entered into this ____ day of _____, 2026, by and between the TREMONTON CITY, a body corporate and politic of the State of Utah, (hereinafter the "City") and _____. (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:

LEGAL DESCRIPTION

Part of the Southeast Quarter of Section 5, Township 11 North, Range 3 West of the Salt Lake Baseline and Meridian described as follows:

Commencing at the Southeast Corner of Section 5, Township 11 North, Range 3 West of the Salt Lake Baseline and Meridian monumented with a Railroad Spike thence N00°32'10"E 1555.20 feet along the section line; thence West 1816.68 feet to the southeast corner of Phase 9 River Valley, thence N 89°30'51" W 211.96 feet to the POINT OF BEGINNING and running thence N 89°30'51" W 15.46 feet; thence S 00°29'09" W 510.24 feet; thence N 89°30'53" W 10.05 feet; thence 390.97 feet along a curve to the right having a radius of 724.00 feet, a central angle of 30°56'26" and a chord which bears N 74°02'39" W 386.24 feet thence N 58°34'26" W 269.12 feet; thence N 00°24'52" E 434.80 feet; thence S 89°32'12" E 627.71 feet; thence South 166.21 feet to the point of beginning, containing 8.38 acres

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 specification of the City, at the time of approval of the Final Plat, subject to a two (2) 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 two (2) years 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 two (2) years 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, conduit for each street light 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

Tremonton reserves the right to adjust the unit cost for these fees as approved through an updated consolidated fees and fines schedule. Fees will be shown as a table included in Appendix "A." Fees for this development will be inclusive of all phases, leaving escrow and construction costs to be per phase.

- A. **Development Processing/Application Fees.** That the Developer pays the development application review fees contained in the City's Consolidated Fee Schedule as follows prior to recording the plat:
- Preliminary Plat Fee. A preliminary plat application fee which is calculated as \$150 plus \$4.00 per lot.
 - Final Plat Fee. A final plat application fee of fee which is calculated as \$250 plus \$40.00 per lot.
 - Construction Drawings. A construction drawing fee which is 1% of the estimated costs of the improvements.
 - 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
- B. **Fee in Lieu Street Signs.** That the Developer pays a fee in lieu per tee intersection and per cross intersection of street signs.
- C. **Fee in Lieu Street Lights.** That the Developer pays a fee in lieu for streetlights before recording the plat. The Developer shall be responsible for installing the conduit for the

street lights per Rocky Mountain Power's standards. It shall be the responsibility of the City to maintain the street lights after installation.

- D. Fee in Lieu Open Space. Pursuant to Chapter 1.33 of the Tremonton City Zoning Code, the Parties acknowledge that the Development may not satisfy the minimum Open Space requirement. In such cases, the City and Developer shall determine the Open Space Fee-in-Lieu for the applicable phase based on one or more of the following methods, as mutually agreed:
- a. **Per-unit Fee Method:** A fixed fee of \$_____ per residential unit;
 - b. **Per-acre Deficiency Method:** The total acreage of deficient Open Space multiplied by \$_____ per acre, representing the fair market cost of acquiring and improving comparable public open space;
 - c. **Percentage-Based Valuation Method:** An amount equal to ____% of the fair market value of the land area required but not provided;
 - d. **Percentage-Based Valuation Method:** An amount equal to ____% of the fair market value of the land area required but not provided;
 - e. **Private Open Space Credit:** HOA-maintained private open space that is accessible and improved may be credited up to ____% toward the required open space obligation;
 - f. **Phase-by-Phase Adjustment:** Fee-in-Lieu shall be recalculated at the time of Final Plat approval for each phase.

For this agreement, the Developer and City agree to method b. Per-acre Deficiency Method. The Development is 8.38 acres with a minimum 15% open space requirement of 1.257 acres. The agreed price per acre is \$50,000, so the Developer is responsible for \$62,850 paid to the City. Because of the storm drain basin in Paragraph K, the Developer may construct a portion of this pond equal to the fee-in-lieu with an itemized receipt showing the dollar amount has been met and the work meets the Public Work Standards.

- E. Private Streets. That the Developer and City agree that all streets within the Development are private streets because they are not being built to the City's standards for width or construction and are to be maintained by the respective homeowner's association. The Developer shall expressly include language regarding the perpetual maintenance obligation of these private streets in the homeowner's association, Covenants, Conditions, and Restrictions.
- F. Utilities in the Private Streets. The Developer shall design and construct the utilities within these private streets to the City's construction standards. The following utilities are dedicated within the private streets to Tremonton City to be owned and maintained: culinary water, secondary water, sewer collection, and storm drain. The Developer shall bond for all culinary water, secondary water, sewer collection, and storm drain within a private street.
- G. Bear River Water Canal Shares. In accordance with Section 2.06.105 of the Tremonton City Land Use Code, the Developer dedicates to Tremonton 4.90 water shares in the Bear

River Canal Company. At the time of the signing of this Agreement, the City acknowledges that the Developer has dedicated the required water shares.

- H. Notice to Rocky Mountain Power. In accordance with Tremonton City Ordinance No. 20-07, before the City approves any new subdivision and before 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

- I. Open Trench & UTOPIA. Per Section 2.06.060 of the Tremonton City Land Use Code, the Developer will 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 the appropriate UTOPIA representatives to coordinate the open trench:

Sylvan Stewart
OSP Senior Manager
Office: (801) 613-3871
ssewart@utopiafiber.com

James Miller
OSP Project Manager
Cell: (801) 389-8908
jmiller@utopiafiber.com

- J. BR Mountain Road. As part of Phase 8 of the River Valley Development, the Developer and the City agreed to a cost sharing for the improvements of BR Mountain Road. Based on the Cost Sharing Breakdown in Appendix "B," the Developer and City previously agreed to splitting the project at 35.59% and 64.41% respectively. The City agrees to construct their portion or pay the Developer the associated costs of construction as part of Phase 12 as shown in the Preliminary Plat seen in Appendix "C."
- K. Regional Storm Drain Basin. Prior to the completion of Phase 12 and the BR Mountain Road, the City shall construct the Regional Storm Drain Basin to capture and discharge the runoff for the area. The City Engineer shall coordinate with the Developer's Engineer about pertinent design information.
- L. Exterior Materials. Per Section 1.16.125 of the Tremonton City Land Use Code, all building structures shall be constructed out of masonry materials, including but not limited to stone, stucco, cement board, etc.

- M. Utility Upsizing. Per Section 2.05.020 of the Tremonton City Land Use Code, the City will pay the actual incremental pipe costs to upsize the Storm Drain as shown in the Engineer's Estimate. This cost is shown as part of Exhibit "D" The City will pay the Developer for the actual cost to increase pipe upon inspecting that the work has been completed and submission of sufficient documentation that verifies the actual cost of the upsizing.
- N. Constructed According to Approved Plans. The Developer agrees to construct all improvements according to the approved construction plans, approved landscape plans, and building plans.
- O. Trees. Developer to install all trees within the Development as shown on the landscape plan.
- P. Bonus Density. Per Section 1.33.015 of the Tremonton City Land Use Code, the Developer qualifies for bonus densities as seen in Appendix "E."

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, OSHA, 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: Heritage Land Development
 470 North 2450 West
 Tremonton, Utah 84337

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.

By: _____
Mayor, Tremonton City

City Recorder

By: Garth Day
Print Name: Garth Day
Heritage Land

By: [Signature]
Print Name: Jay Stocking

State of Utah)
County of Box Elder) §

 **MELISA KIM CASSELMAN**
Notary Public, State of Utah
Commission # 744725
My Commission Expires
08/21/2029

February 17, 2026

State of Utah)
County of _____) §

Notary Public

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 "D" 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 "D" 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

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 "D." 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.

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 "A" BR MOUNTAIN ROAD

BR Mountain Road Expansion Project

Construct Next Phase of BR Mountain Road

Date: 4/11/2023

Concept Cost Estimate

Location:



Item	Description	Qty	Unit	Unit Price	Total
MINOR ARTERIAL ROADWAY W/ TRAIL (80' ROW)					
1	Clear and Grub Proposed Roadway and Sidewalk area	109,840	sf	\$0.15	\$16,476.00
2	Excavate to Subgrade and General Site Grading	1	ls	\$11,000.00	\$11,000.00
3	Furnish and Install Mirafi RS 2080i Geotextile	7,931	sy	\$2.00	\$15,862.00
4	Furnish and Install Imported Granular Material (14" min)	6,995	ton	\$16.50	\$115,417.50
5	Furnish and Install Road Base (10" min)	5,175	ton	\$19.33	\$100,032.75
6	Furnish and Install Asphalt Pavement (3.5" min)	1,613	ton	\$75.00	\$120,975.00
7	Furnish and Install 30" Curb and Gutter	2,745	lf	\$19.50	\$53,527.50
8	Furnish and Install Concrete Flatwork	13,552	sf	\$4.88	\$66,133.76
9	Furnish and Install Landscape Rock over Weed Barrier	12,353	sf	\$2.00	\$24,706.00
ROADWAY SUBTOTAL =					\$524,130.51
10	Furnish and Install 8" PVC C900 Waterline	1,385	lf	\$55.00	\$76,175.00
11	Furnish and Install Fire Hydrant Assembly	3	ea	\$6,688.00	\$20,064.00
12	Connect to Existing Water	1	ea	\$1,500.00	\$1,500.00
CULINARY WATER SUBTOTAL =					\$97,739.00
13	Furnish and Install 8" PVC Sewer Line	1,245	lf	\$35.00	\$43,575.00
14	Furnish and Install 4' Diameter Sewer Manhole	6	ea	\$7,750.00	\$46,500.00
15	Connect to Existing Sewer	1	ea	\$2,500.00	\$2,500.00
SANITARY SEWER SUBTOTAL =					\$92,575.00
16	Furnish and Install 18" RCP Storm Drain Line	1,400	lf	\$69.59	\$97,426.00
17	Furnish and Install 36" RCP Storm Drain Line	80	lf	\$115.50	\$9,240.00
18	Furnish and Install 48" RCP Storm Drain Line	80	lf	\$100.00	\$8,000.00
19	Furnish and Install 4' Diameter Storm Manholes	5	ea	\$4,233.00	\$21,165.00
20	Furnish and Install Type II Catch Basin	8	ea	\$3,831.00	\$30,648.00
21	Connect to Existing Storm Drain	1	ea	\$1,200.00	\$1,200.00
STORM DRAIN SUBTOTAL =					\$167,679.00
22	Furnish and Install 6" Secondary Water Line	1,215	lf	\$43.92	\$53,362.80
SECONDARY WATER SUBTOTAL=					\$53,362.80
OVERALL PROJECT SUBTOTAL =					\$935,486.31
10%± Contingency & Engineering =					\$93,548.63
TOTAL PROJECT=					\$1,029,034.94
HERITAGE RESPONSIBILITY (PARCELS A & B)=					\$366,212.70
% OF OVERALL PROJECT=					35.59%
CITY RESPONSIBILTY (ASHFIELD APARTMENTS & REMAINDER)=					\$662,822.24
% OF OVERALL PROJECT=					64.41%
ROADWAY=					\$417,284.75
CULINARY WATER=					\$53,756.45
SANITARY SEWER=					\$50,916.25
STORM DRAIN=					\$111,515.25
SECONDARY WATER=					\$29,349.54

HERITAGE-PARCEL "A"					
Item	Description	Qty	Unit	Unit Price	Total
MINOR ARTERIAL ROADWAY (66' ROW)					
1	Clear and Grub Proposed Roadway and Sidewalk area	21,318	sf	\$0.15	\$3,197.70
2	Excavate to Subgrade and General Site Grading	1	ls	\$1,870.00	\$1,870.00
3	Furnish and Install Mirafi RS 2080i Geotextile	1,366	sy	\$2.00	\$2,732.00
4	Furnish and Install Imported Granular Material (12" min)	1,205	ton	\$16.50	\$19,882.50
5	Furnish and Install Road Base (8" min)	891	ton	\$19.33	\$17,223.03
6	Furnish and Install Asphalt Pavement (3" min)	280	ton	\$75.00	\$21,000.00
7	Furnish and Install 30" Curb and Gutter	648	lf	\$19.50	\$12,636.00
8	Furnish and Install Concrete Flatwork	2,592	sf	\$4.88	\$12,648.96
9	Furnish and Install Landscape Rock over Weed Barrier	2,915	sf	\$2.00	\$5,830.00
UTILITIES					
10	Furnish and Install 8" PVC C900 Waterline	346	lf	\$55.00	\$19,043.75
11	Furnish and Install Fire Hydrant Assembly	0.75	ea	\$6,688.00	\$5,016.00
12	Connect to Existing Water	0.25	ea	\$1,500.00	\$375.00
13	Furnish and Install 8" PVC Sewer Line	311	lf	\$35.00	\$10,893.75
14	Furnish and Install 4' Diameter Sewer Manhole	1.50	ea	\$7,750.00	\$11,625.00
15	Connect to Existing Sewer	0.25	ea	\$2,500.00	\$625.00
16	Furnish and Install 15" RCP Storm Drain Line	350	lf	\$56.85	\$19,897.50
17	Furnish and Install 4' Diameter Storm Manholes	1.25	ea	\$4,233.00	\$5,291.25
18	Furnish and Install Type II Catch Basin	2.00	ea	\$3,831.00	\$7,662.00
19	Connect to Existing Storm Drain	0.25	ea	\$1,200.00	\$300.00
20	Furnish and Install 6" Secondary Water Line	304	lf	\$43.92	\$13,340.70
SUBTOTAL =					\$191,090.14
10%± Contingency & Engineering =					\$19,109.01
TOTAL =					\$210,199.15
% OF OVERALL PROJECT=					20.43%

HERITAGE-PARCEL "B"					
Item	PARCEL "B"	Qty	Unit	Unit Price	Total
MINOR ARTERIAL ROADWAY (66' ROW)					
1	Clear and Grub Proposed Roadway and Sidewalk area	10,560	sf	\$0.15	\$1,584.00
2	Excavate to Subgrade and General Site Grading	1	ls	\$935.00	\$935.00
3	Furnish and Install Mirafi RS 2080i Geotextile	669	sy	\$2.00	\$1,338.00
4	Furnish and Install Imported Granular Material (12" min)	590	ton	\$16.50	\$9,735.00
5	Furnish and Install Road Base (8" min)	437	ton	\$19.33	\$8,447.21
6	Furnish and Install Asphalt Pavement (3" min)	140	ton	\$75.00	\$10,500.00
7	Furnish and Install 30" Curb and Gutter	317	lf	\$19.50	\$6,181.50
8	Furnish and Install Concrete Flatwork	1,268	sf	\$4.88	\$6,187.84
9	Furnish and Install Landscape Rock over Weed Barrier	1,426	sf	\$2.00	\$2,852.00
UTILITIES					
10	Furnish and Install 8" PVC C900 Waterline	346	lf	\$55.00	\$19,043.75
11	Furnish and Install Fire Hydrant Assembly	0.75	ea	\$6,688.00	\$5,016.00
12	Connect to Existing Water	0.25	ea	\$1,500.00	\$375.00
13	Furnish and Install 8" PVC Sewer Line	311	lf	\$35.00	\$10,893.75

14	Furnish and Install 4' Diameter Sewer Manhole	1.50 ea	\$7,750.00	\$11,625.00
15	Connect to Existing Sewer	0.25 ea	\$2,500.00	\$625.00
16	Furnish and Install 15" RCP Storm Drain Line	350 lf	\$56.85	\$19,897.50
17	Furnish and Install 4' Diameter Storm Manholes	1.25 ea	\$4,233.00	\$5,291.25
18	Furnish and Install Type II Catch Basin	2.00 ea	\$3,831.00	\$7,662.00
19	Connect to Existing Storm Drain	0.25 ea	\$1,200.00	\$300.00
20	Furnish and Install 6" Secondary Water Line	304 lf	\$43.92	\$13,340.70
SUBTOTAL =				\$141,830.50
10%± Contingency & Engineering =				\$14,183.05
TOTAL =				\$156,013.55
% OF OVERALL PROJECT=				15.16%

ASHFIELD APARTMENTS					
Item	Description	Qty	Unit	Unit Price	Total
MINOR ARTERIAL ROADWAY (66' ROW)					
1	Clear and Grub Proposed Roadway and Sidewalk area	13,530	sf	\$0.15	\$2,029.50
2	Excavate to Subgrade and General Site Grading	1	ls	\$1,210.00	\$1,210.00
3	Furnish and Install Mirafi RS 2080i Geotextile	866	sy	\$2.00	\$1,732.00
4	Furnish and Install Imported Granular Material (12" min)	764	ton	\$16.50	\$12,606.00
5	Furnish and Install Road Base (8" min)	565	ton	\$19.33	\$10,921.45
6	Furnish and Install Asphalt Pavement (3" min)	180	ton	\$75.00	\$13,500.00
7	Furnish and Install 30" Curb and Gutter	410	lf	\$19.50	\$7,995.00
8	Furnish and Install Concrete Flatwork	1,640	sf	\$4.88	\$8,003.20
9	Furnish and Install Landscape Rock over Weed Barrier	1,845	sf	\$2.00	\$3,690.00
UTILITIES					
10	Furnish and Install 8" PVC C900 Waterline	346	lf	\$55.00	\$19,043.75
11	Furnish and Install Fire Hydrant Assembly	0.75	ea	\$6,688.00	\$5,016.00
12	Connect to Existing Water	0.25	ea	\$1,500.00	\$375.00
13	Furnish and Install 8" PVC Sewer Line	311	lf	\$35.00	\$10,893.75
14	Furnish and Install 4' Diameter Sewer Manhole	1.50	ea	\$7,750.00	\$11,625.00
15	Connect to Existing Sewer	0.25	ea	\$2,500.00	\$625.00
16	Furnish and Install 15" RCP Strom Drain Line	350	lf	\$56.85	\$19,897.50
17	Furnish and Install 4' Diameter Storm Manholes	1.25	ea	\$4,233.00	\$5,291.25
18	Furnish and Install Type II Catch Basin	2.00	ea	\$3,831.00	\$7,662.00
19	Connect to Existing Storm Drain	0.25	ea	\$1,200.00	\$300.00
20	Furnish and Install 6" Secondary Water Line	304	lf	\$43.92	\$13,340.70
SUBTOTAL =				\$155,757.10	
10%± Contingency & Engineering =				\$15,575.71	
TOTAL =				\$171,332.81	
PERCENT OF OVERALL PROJECT=				16.65%	

[illegible]

EXHIBIT “C” CHAPTER 1.33 PLANNED UNIT DEVELOPMENT

CHAPTER 1.33 PLANNED UNIT DEVELOPMENT (PUD)

1.33.005 PURPOSE.

The Planned Unit Development (PUD) is an overlay zone that is applied to a specific property or project in accordance with the provisions of this chapter. It is intended to allow development design flexibility, integration of mutually compatible uses, consolidation of open spaces, clustering of dwelling units, and optimum land planning with greater efficiency, convenience and amenity than is possible under conventional zone regulations. To achieve these purposes, a planned development is one complex land use with a common architectural design theme that provides variety with architectural compatibility, rather than as an aggregation of individual, unrelated buildings located on separate, unrelated lots.

The intent of allowing Planned Unit Developments in the City is to:

1. Encourage the construction of a variety of housing types and lot configurations within the City under conditions and requirements that will ensure development of quality residential environments at a larger scale of sustained desirability and stability;
2. Encourage variety and allow more flexibility in the location of buildings on the land, the grouping of open spaces and number of dwelling units in one building, and allow for a variety of housing types within a single development;
3. Create more attractive and desirable environments within Tremonton City, including the preservation and consolidation of open space for visual enjoyment and recreational use.

(Ord. No. 24-13, 11-19-2024)

1.33.010 PERMITTED USES.

The PUD zone shall be used in combination with existing zoning districts limited to: R1-12, R1-10, R1-8, RM-8, RM-16, and MU; it shall not be used as an independent zoning district. Parcels in a PUD zone shall be indicated with the underlying zoning district on the Tremonton City Zoning Map.

Single and multiple family residential developments are permitted including but not limited to clustered developments, townhomes, condominiums, patio houses, duplexes, garden apartments, and apartments. Attached housing is limited to a maximum of six consecutive units with no more than two shared walls per unit. Mobile/manufactured homes, hotels, recreational vehicle parks and other similar transient residential facilities are not permitted.

Open space uses in a PUD shall include private recreational facilities unless otherwise agreed upon with Tremonton City. Private recreational facilities may include but are not limited to exercise fitness stations, clubhouses, sports courts, and/or swimming pools for the exclusive use of the occupants of the PUD and their guests when approved with the PUD plan. Other park-type amenities, such as playgrounds, trails and walking paths, pavilions, and other outdoor facilities shall be open to the public and maintained by an HOA.

A PUD may provide neighborhood-scale retail or professional offices whereas the Land Use Authority finds the commercial use compatible with the adjacent properties, the general area, or in line with the City's General Land Use Plan. The commercial use should front collector and/or arterial roads as described within the City's Transportation Master Plan. Off-street parking guidelines following Chapter 1.17 may be reduced up to fifty

percent (50%) by the Land-Use Authority upon review of the building use, commercial square footage, and shared parking analysis completed by a licensed traffic engineer.

Accessory Dwelling Units (ADUs) are permitted within a PUD for single-family dwellings only in accordance with Chapter 1.21. All ADUs must submit the required application and receive a permit prior to occupancy.

(Ord. No. 24-13, 11-19-2024)

1.33.015 APPLICATION AND DENSITY.

A developer may make an application for the consideration and approval of a PUD overlay zone. The City Council shall review and may approve such applications after receiving a recommendation from the Planning Commission, as with other legislative matters. A public hearing is required in accordance with applicable State Code and local requirements. A development agreement shall also be required addressing items of mutual concern, including but not limited to open space, density bonuses, phasing plans, infrastructure and other improvements, architectural themes/guidelines, and/or commercial spaces. The City Council shall consider local development patterns and best beneficial uses, including open space and housing affordability, when making determination on the appropriateness of the PUD overlay.

Upon utilization of the PUD over an existing zoning district, variations from the otherwise-applicable development standards of the underlying zone may be permitted and approved by the Land Use Authority; however, this does not include variations to the permitted uses within underlying zoning district. An exception may be the development of small-scale, neighborhood commercial uses as part of a larger-scale overall PUD plan, where property fronts on arterials and/or collectors. Consideration for a PUD requires a minimum project size of five (5) acres. The Land Use Authority may consider a smaller size if the minimum contiguous open space meets the recreational and integrated storm water standards described further in this section.

- A. **Spacing Requirements.** PUDs shall follow the base density of the underlying zone. If a PUD encompasses multiple underlying zones, the permitted units will be the aggregate of the underlying zoning districts. Design and location of the density can be distributed within the PUD without adhering to the base parcel boundaries.

LOT WIDTH REGULATIONS: The minimum width in feet for any lot in the districts regulated by this Chapter.	40
LOT FRONTAGE REGULATIONS: For cul-de-sac lots, minimum frontage in feet:	30
FRONT YARD SETBACK REGULATION: The minimum depth in feet for the front yard for main structures in districts regulated by this Chapter.	20
REAR YARD SETBACK REGULATIONS: The minimum setback in feet for the rear yard in the districts regulated by this Chapter shall be:	20
For Accessory Structures and Garages with no rear opening shall be:	3
SIDE YARD SETBACK REGULATIONS: The minimum side yard setback for one side in feet for any dwelling in districts regulated by this Chapter shall be:	10
Total width of the two (2) side yards required shall equal:	15
Structures on corner lots side setback shall be:	15
For Accessory Structures and Garages with no side openings shall be:	3
CARPORTS. Carports not exceeding six hundred (600) square feet in area and not more than one (1) story in height, when attached to the main building and constructed of fire rated materials, are permitted but may not extend beyond the rear and side yard setbacks.	
HEIGHT REGULATIONS: The maximum height, as measured to the highest point from the finish grade of the ground level, for all buildings in districts regulated by this Chapter shall be in feet:	46
The minimum height of a dwelling in stories above grade:	1
The maximum height of an accessory building in feet:	20

B. **Density Bonus.** PUDs shall follow the base density of the underlying zone. If a PUD encompasses multiple underlying zones, the permitted units will be the aggregate of the underlying zoning districts. Design and location of the density can be distributed within the PUD without adhering to the base parcel boundaries.

ZONING DISTRICTS	BASE DENSITY (units per acre)	MAXIMUM DENSITY (50% bonus units per acre)
R1-12	3.6	5.4
R1-10	4.3	6.5
R1-8	5.4	8.2
RM-8	8	12
RM-16	16	24

For RR-1 and R1-20 zoning districts, the Land Use Authority may review PUDs that exceed the permitted bonus density. For a project to exceed the permitted bonus density in these areas, the development must: 1) rezone the parcels to an appropriate base zoning as determined by the Land Use Authority and 2) apply the PUD standards of this chapter.

C. **Additional Density Bonus.** Additional density may be granted to a project that provides additional amenities to the project as part of a high-quality master plan. Density bonuses shall be calculated using a point system based on the qualifications that follow. A project may receive up to 50 points total to determine the density bonus (i.e., 50 points = 50% bonus density per zoning). Amenities may include:

AMENITY	POINTS	QUALIFICATIONS
Open Space	2 points for every 1% of additional open space provided beyond 15% min. requirement	Must meet open space requirements in Sec. 1.33.025
On-Site Recreational Amenities	Up to 10 points	2.5 points for each included amenity
Enclosed Parking	Up to 10 points	5 pts - 75% of units w/garages 5 pts - 25% with covered structure
Streetscape Enhancements	Up to 10 points	2.5 points for each included amenity beyond min. requirements
Renewable/Energy Efficient Systems	Up to 15 points	5 pts - Renewable energy 5 pts - Additional insulation 5 pts - High-efficiency HVAC
Off-site Recreational Amenities	Up to 20 points	2 points for every \$100K of amenities added to existing public open space

1. **Open Space.** One point may be given for the provision of each additional one percent of open space beyond the required fifteen (15%) percent as described in this chapter. See Section 1.33.025 below for Open Space Requirements.
2. **On-Site Recreational Amenities.** The dedication of property for recreational facilities such as swimming pools, pickleball courts, playgrounds, pavilions, clubhouses, walking trail, or

similar improvements will be given 2.5 points for each amenity. Outdoor open space amenities not surrounded by fencing shall be available for use by the public, any outdoor open space amenity surrounded by fencing shall be reserved for the use of the members of the HOA. Indoor activities and facilities, including swimming pools, shall be reserved for the use of the members of the HOA.

- a. **Park and Trails System Improvement Fee-in-Lieu.** In coordination with the City's parks and trails system master plan, and where deemed appropriate by the City, the Developer may pay a fee-in-lieu per unit to the City for system-wide parks and trails improvements. These improvements/fees shall be determined as part of the Development Master Plan process and included in the Development Agreement. (5 points)
3. **Enclosed Parking.** The Developer may receive a density bonus for the integration of covered parking within multi-family housing into the project.
 - a. **Garages.** 75% or more of the attached housing units are provided with an enclosed 1-car or 2-car garage. (5 points)
 - b. **Structural Coverings.** 25% or more of the stacked housing unit parking spaces are covered with permanent structural coverings directly connected to the site's storm drain system. (5 points)
4. **Streetscape Enhancements.** Street trees shall be provided for all PUDs along both public and private streets per the requirements in Chapter 1.18. Streetlights shall also be provided for the illumination of streets and pathways per City standards. Improvements provided for street frontages above and beyond City standards may be eligible for density bonus, as follows:
 - a. **Lighting.** Street lighting used throughout the entire development uses improved aesthetics or supplemental safety features beyond City standards. (5 points)
 - b. **Trees and Landscaping.** In supplement to the City's standard street cross-section, landscaping enhancement may be provided at a minimum of five feet between the sidewalk and the front or side lot property line. (5 points).
 - c. **Street Furniture.** For the Downtown area, the provision of street furniture such as seating, bike racks, etc. (5 points)
5. **Renewable/Energy Efficient Systems.** The Developer may receive a density bonus for the integration of renewable and energy-efficient systems into the project.
 - a. **Renewable Energy System.** Renewable power generation systems may be integrated into the buildings or covered parking structures. The Developer will work with the utility service provider to design and implement the system. The system will be maintained by the development's Home Owners Association. The renewable energy system must offset a substantial portion of the energy demand from the development as quantified by a licensed electrical engineer. (5 points)
 - b. **Additional Insulation.** All dwellings and main buildings have R-19 wall insulation and R-38 ceiling insulation. (5 points)
 - c. **High-Efficiency Heating/Cooling.** All dwellings and main buildings utilize a high-efficiency furnace, air conditioner, and/or heat pump. (5 points)
6. **Off-site Amenities** The Developer may receive a density bonus for the construction of amenities at nearby public parks, trails, or similar spaces. Amenities may include baseball fields, soccer fields, sport courts, sport lighting, pavilions, playground equipment, recreational trails,

splash pads or other similar features providing a recreational use. (2 points for every \$100K of amenities added)

D. Density Bonus for Moderate-Income Housing Units. A PUD may incorporate up to 20 percent additional units beyond the aforementioned standard density limit, provided that these additional units adhere to State moderate-income housing requirements and are deed-restricted to ensure their continued affordability. The deed restrictions must guarantee that the units remain affordable to qualifying moderate-income households for the duration of their use.

E. Density Bonus for Senior Housing (55+) Units. A PUD may incorporate up to 10 percent additional units beyond the aforementioned standard density limit, provided that these additional units are designed for senior-living and are deed-restricted to ensure their continued affordability. The deed restrictions must guarantee that the units remain affordable to qualifying moderate-income households for the duration of their use. Units in this category shall be less than 1,000 square feet in size and clustered around a shared open space.

(Ord. No. 24-13, 11-19-2024)

1.33.020 STREETS AND CIRCULATION.

Public and private roadways shall follow the City design standards for the right-of-way widths and construction as outlined in Title III of City Ordinances. Private streets will be dedicated as public utility easements and all underground improvements will follow City Standards.

A. Traffic Study. As required by the City Engineer, a traffic impact study shall be submitted as part of the preliminary PUD plan to determine traffic generated by the proposed uses. The traffic impact study shall be prepared by a licensed Utah traffic engineer. The study will include an analysis of on-site circulation, capacities of existing streets, number of additional trips generated, origin/destination studies, peak traffic generation, and any additional infrastructure identified in the study.

(Ord. No. 24-13, 11-19-2024)

1.33.025 OPEN SPACE REQUIREMENTS.

For all Planned Unit Developments, not less than fifteen percent (15%) of the gross area of the project site shall be set aside for the use of the occupants for parks, playgrounds, open space or other open areas. All areas required for vehicular access, parking areas, and land which is otherwise required to comply with the minimum yard requirements around buildings, shall not be included in computing the area required for parks, playgrounds or other open space areas, and shall not include areas of sensitive or protected lands (wetlands, floodplains, steep slopes) unless those areas are part of a larger plan to include paths, boardwalks, interpretive areas, etc.

A. Open Space Design. The required open space shall be landscaped with waterwise planting and irrigation as defined in Chapter 1.18. Trees shall be provided within the open space at a rate of ten trees per acre of provided open space. Open space shall include areas of usable, developable land. Detention and retention basins shall not be counted toward meeting the minimum open space requirement unless integrated into a park design in such a way that they may double for recreational use, to the satisfaction of the City. Areas including sensitive or protected lands (wetlands, floodplains, steep slopes) may only be given full credit toward open space acreage requirement if they are part of a larger plan to include amenities such as boardwalks, trails, interpretive areas, nature playgrounds, etc., In no case shall unimproved areas over 25% slope be considered as open space for the purposes of this section.

B. **Location of Open Space.** The location of open space conserved through a Planned Unit Development shall be consistent with the policies and standards contained in the Parks, Open Space, and Trails Master Plan. Required open space areas shall be well planned, walkable, and connected, not a collection of remnants. Where possible, units shall front onto the open space(s). Yard areas within lots shall not be counted toward meeting the minimum open space requirement.

(Ord. No. 24-13, 11-19-2024)

1.33.030 ADDITIONAL DEVELOPMENT STANDARDS.

In addition to the underlying requirements of the base zoning, the following additional development standards shall apply to a Planned Unit Development.

A. **Development Master Plan.** In addition to the other requirements of this Chapter, an application for a Planned Unit Development shall be accompanied by a development master plan, that clearly demonstrates that:

7. 1. The development will be built with a consistent, but not necessarily uniform, character and compatible architectural styles;
8. 2. Overall control during the development process by a single development entity;
9. 3. Design and implementation guidelines to ensure the overall vision is captured and maintained.

B. **Architectural and Design Standards.** The following design materials and features are required and shall appear on the Development Master Plan:

10. 1. A variety of floor plans and building heights, not to exceed three stories.
11. 2. High-quality exterior materials featuring a combination of at least 2 of the following materials: Stone, brick, engineered wood siding, or cement/composite fiberboard (which may be used as 2 separate materials if styles are clearly distinct either in orientation, design or texture), covering at least 40% of all exterior surfaces visible from a public street; a single aforementioned material may be used if it covers 100% of the street-facing façade. Rear/side facades may be composed of a single material such as EIFS or similar material but shall use a wainscot of one of the other aforementioned materials. Side facades facing a public street shall either meet the same requirements of the front façade or shall include a six-foot fence, with all surfaces outside the fenced yard meet the 40% coverage requirement. Transitions in materials shall follow natural lines in the geometry of the building, such as gables, roofline transitions, or building protrusions.
12. 3. A variety of exterior paint/material colors and textures, preventing a uniform or "cookie cutter" appearance.
13. 4. Inclusion of front-facing architectural features such as dormers, front porches, awnings, alcoves, decorative covered door stoops, and similar features. Front doors/main entrances shall face the front yard; main entrances that face a side yard are prohibited.
14. 5. Varied rooflines, which includes but is not limited to having multiple gables extending above the eaves, that there be varied roofline heights between units and gabled roofs.
15. 6. Limit of six (6) units per building for townhomes/rowhouses.
16. 7. Mixing product types together and clustering units around open space is encouraged.
17. 8. See Exhibit A for examples of developments that meet these requirements.

EXHIBIT A — Examples of developments that meet intent of Architectural and Design Standards.

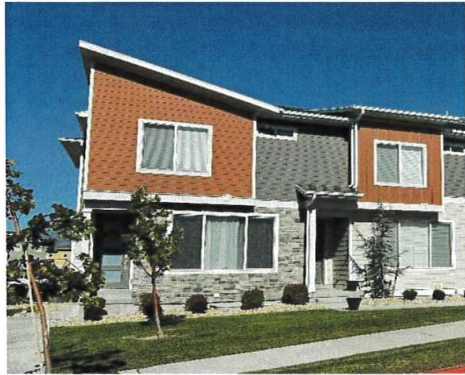
Single-Family Units



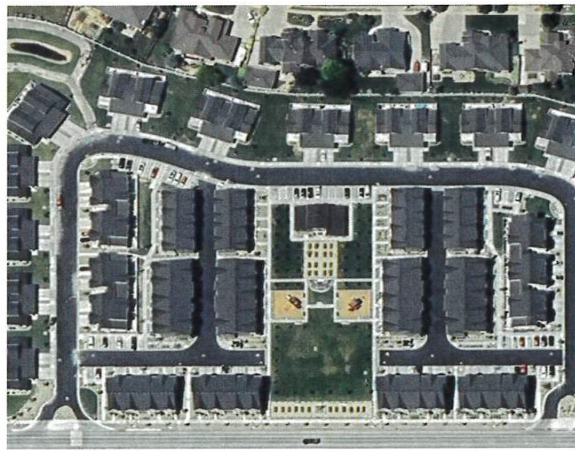
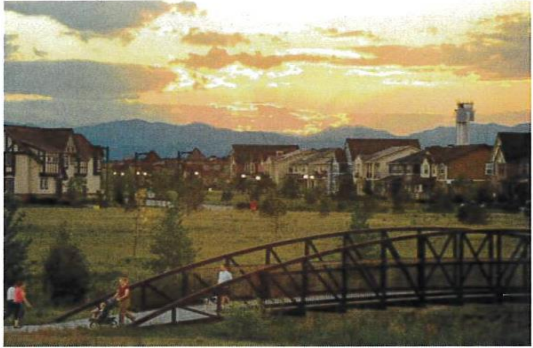
Duplex-Triplex



Townhome/Multifamily



A variety of forms/types together and the clustering of units around open space is encouraged.



C. **Parking and Driveways.** Off-street parking shall follow the guidelines of Chapter 1.17 for stacked residential dwellings or any commercial uses. Required off-street parking shall be distributed throughout the PUD and provide reasonable access to all residential structures within the project. All driveways in this zone shall meet the following minimum requirements:

18. 1. Attached Garage Facing Street: Minimum width equal to opening of garage.
19. 2. Sole Use Driveway to Detached Garage in Rear Yard: Minimum width of ten feet.
20. 3. Common Use Driveway or Accessway (Alley) to Attached or Detached Garage(s) in Rear of Residential Unit: Minimum width of 24 feet; or wider as required to meet fire safety requirements and efficient and safe flow of vehicular and pedestrian traffic.
21. 4. For attached residential units accessed through alleys, a minimum 5' landscape buffer between driveways shall be provided.

D. **Landscaping, Buffering, and Fencing.** Landscaping and fencing shall be provided per the requirements of Chapter 1.18 Landscaping, Buffering, and Fencing Regulations. The Developer shall install street trees in the park strip with an irrigation source in accordance with Chapter 1.18 and the Public Tree Ordinance (Chapter 8-700) of the Tremonton City Revised Ordinances.

(Ord. No. 24-13, 11-19-2024)

1.33.035 VARIATIONS FROM DEVELOPMENT STANDARDS.

The Land Use Authority may review and approve variations from applicable development standards in the underlying zone if it finds that:

1. Granting the variation will not adversely affect the rights of adjacent landowners or residents,
2. Granting the variation will not adversely affect the public health, safety, or general welfare, and
3. Granting the variation will not be opposed to the general spirit and intent of this Chapter.

(Ord. No. 24-13, 11-19-2024)

1.33.040 REVIEW AND APPROVAL.

Applicants may submit a concept plan to the Zoning Administrator and Land-Use Authority to review the requirements in this Chapter. The applicant will follow the City's Preliminary and Final Plat approval process as outlined in Chapter 2.03 and Chapter 2.04, with Construction Drawings submitted during the Final Plat submittal. Qualifications for bonus densities will be quantified during the Preliminary Plat application as reviewed by the DRC. Any site alterations that take place after the Preliminary Plat approval will need to submit a new version of the Preliminary Plat to the DRC. Applicants are encouraged to request a concept plan review meeting with their initial application.

(Ord. No. 24-13, 11-19-2024)

EXHIBIT “D” ENGINEER’S ESTIMATES

EXHIBIT “E” ARCHITECTURAL ELEVATIONS

AGENDA ITEM REQUEST FORM

Date of Meeting: February 17, 2026

Department: Recorder

Presenter: Cynthia Nelson

Time Needed to Present: 5 minutes

1. ITEM TITLE:

Ground Lease Agreement

2. THE "PLAIN ENGLISH" SUMMARY:

Ground lease agreement with Petterson Family Trust for sign

3. STRATEGIC GOAL ALIGNMENT:

(Which City Goal does this support?)

- ☐ Fiscal Responsibility
- ☐ Infrastructure & Growth
- ☐ Public Safety
- ☒ Community Engagement / Quality of Life

4. TYPE OF ACTION:

- ☒ Consent Agenda (Routine/Contract/Appointment)
- ☐ Strategic Business (Ordinance/Policy Change - Requires Public Input)
- ☐ Work Session Only (Discussion/Update)

5. BUDGET IMPACT:

\$ 3,000 (Funding Source: _____)

RESOLUTION NO. 26-15

A RESOLUTION OF THE TREMONTON CITY CORPORATION APPROVING A GROUND LEASE AGREEMENT BETWEEN PETTERSON RANCH LLC & THE PETTERSON IRREVOCABLE TRUST AND TREMONTON CITY FOR A SIGN THAT IS LOCATED ON INTERSTATE 84 SOUTHBOUND IMMEDIATELY BEFORE EXIT 40

WHEREAS, Petterson Ranch LLC & The Petterson Irrevocable Trust, (hereafter referred to as “Petterson”) is the current owner of certain real property with frontage on Interstate 84, near exit 40; and

WHEREAS, there currently exists upon Petterson’s real property a sign which has been used by Tremonton City since 1984 for the purposes of advertising; and

WHEREAS, the current agreement between Petterson and Tremonton City allowing the sign on Petterson’s real property has expired; and

WHEREAS, Tremonton City is desirous for continued use of the sign on Petterson’s real property.

NOW, THEREFORE, be it resolved by the Tremonton City Council that Resolution No. 26-15 is hereby adopted approving an Outdoor Ground Lease Agreement for the sign as in EXHIBIT “A”.

Adopted and passed by the Tremonton City Council on the 17th day of February, 2026. To become effective upon adoption.

TREMONTON CITY
A Utah Municipal Corporation

By: Bret Rohde, Mayor

ATTEST:

Cynthia Nelson, Recorder

EXHIBIT “A”

OUTDOOR GROUND LEASE AGREEMENT FOR A SIGN BETWEEN PETTERSON RANCH LLC & THE PETTERSON IRREVOCABLE TRUST & TREMONTON CITY

THIS OUTDOOR GROUND LEASE AGREEMENT (hereinafter “agreement” or “ground lease”) is made and entered into as of the 17th day of February, 2026, by and between Tremonton City Corp, a body corporate and politic of the state of Utah, (hereinafter “Tremonton”), and Petterson Ranch LLC & The Petterson Irrevocable Trust, (hereinafter “Petterson”). Tremonton and Petterson shall collectively be referred to as “parties”.

RECITALS:

WHEREAS, Petterson Ranch LLC & The Petterson Irrevocable Trust, is the current owner of certain real property with frontage on Interstate 84, near exit 40; and

WHEREAS, there currently exists upon Petterson’s real property a sign which has been used by Tremonton since 1984 for the purposes of advertising; and

WHEREAS, the current agreement between Petterson and Tremonton allowing the sign on Petterson’s real property has expired; and

WHEREAS, Tremonton is desirous for continued use of the sign on Petterson’s real property.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants and consideration hereinafter set forth and other good and valuable consideration, Petterson and Tremonton agree as follows:

ARTICLE I
GROUND LEASE & TERM

1.01 Ground Lease of Premises. Petterson grants unto Tremonton a ground lease to use, operate, inspect, repair, maintain, and if deemed necessary by Tremonton to replace the 12' by 28' sign previously constructed in 1984 together with electrical equipment and connections to illuminate same, together with all braces, footings and appurtenances necessary thereto, over and across and through real property situated in Box Elder County, State of Utah (hereinafter “premises”). The premises include Petterson’s real property with tax identification numbers 05-055-0005 and 05-055-0022. The sign, access, and lighting is more generally located at a point 1320 feet more or less east and 1250 feet more or less North of the SW corner of Section 5, T. 11 N., R. 3 W., S.L.B. & M. The power is more generally located 1320 feet more or less east of the SW corner of Sec. 5, T. 11 N., R. 3 W. then proceed 1250 feet more or less N to the location of the sign. A depiction of the premises is contained in Exhibit “A” of this agreement.

1.02 Term. The term of this ground lease shall be for ten (10) years, that is, it shall commence on the date of execution of the effective date of this document and shall terminate ten (10) years from the date thereof. At the end of 10 years, the agreement shall renew on a year-to-

year basis under the terms of this agreement unless either Petterson or Tremonton serves one of the other notice that they intend to end the agreement.

ARTICLE II COMPENSATION

2.01 Initial Term Compensation. The first-year consideration of this ground lease shall be Three Thousand Dollars (\$3,000) to be paid upon the signing of this agreement. The remaining nine (9) payments shall be paid one each on the anniversary of the signing of this document for the next nine (9) years. Each successive year payment shall be increased by 3% from the preceding year per the following schedule.

Year	Amount
Year 1	\$3,000.00
Year 2	\$3,090.00
Year 3	\$3,183.00
Year 4	\$3,278.00
Year 5	\$3,377.00
Year 6	\$3,478.00
Year 7	\$3,582.00
Year 8	\$3,690.00
Year 9	\$3,800.00
Year 10	\$3,914.00

Compensation shall be made payable to Petterson Ranch LLC and shall be mailed to Lewis Petterson at his home. Current address is 4114 West 1400 South, Ogden, Utah 84401. Said consideration does not constitute payment in full for any damages to the land of the Petterson, his successors and assigns by reason of the installation, operation and maintenance of the structures or improvements or electrical facilities referred to herein.

2.02 Compensation for Damages. Land and crop damages resulting from the installation, operation, maintenance or removal of the structure or improvements or electrical facilities required for the operation of the above sign will be evaluated by Petterson and paid for by Tremonton.

ARTICLE III EFFECTIVENESS & OPERATION OF SIGN

3.01 Maintenance of Signs Effectiveness. Tremonton may trim, cut or remove any shrubs or trees it deems necessary in order to maintain its sign and/or the sign's effectiveness. Petterson shall not obstruct or permit anyone else to obstruct the subject sign in any manner whatsoever.

3.02 Operation of Sign. Tremonton shall have full access to the sign site for installing, servicing, and removing the sign, and for all associated purposes. Also, Tremonton may illuminate the sign, and Petterson shall grant the necessary rights and easements, and otherwise execute such additional documents as may be thus necessary or desirable for the operation of the sign.

3.03 Permits. Tremonton shall obtain all licenses and permits required, and shall pay all fees caused by Tremonton's use of the premises.

3.04 Zoning and annexation: It is the understanding of Petterson that as of the date of initiation of this agreement that the property is not currently zoned by the county of Box Elder and is outside of the city limits of Tremonton. Petterson understands that by not being zoned this allows Tremonton to have a billboard on the property without posing risk of the property losing its agricultural green belt designation. Petterson desires the property to remain not zoned and outside of the city limits as Petterson doesn't want anything to interfere with the agricultural designation of the property and associated taxation. Should Tremonton or Box Elder county take any actions to zone, or annex the property Petterson offers no guarantee of allowing the sign to remain. If action is taken to either annex the property or change the zoning, Tremonton agrees to defend Petterson's desire of remaining not zoned and outside of the Tremonton City limits. Failure to do so by Tremonton shall constitute violation of this agreement in which case Tremonton shall remove subject billboard and artifacts of installation and will remain liable for the annual payments for the balance of this agreement. Should both Tremonton and Petterson fail to achieve remaining not zoned, and if having the billboard remain on the property poses risk to the annual taxation and status of the property, Tremonton agrees to remove the billboard.

ARTICLE IV MISCELLANEOUS

4.01 Ownership of Sign. As long as the agreement remains in place, the sign and the associated permits are and shall remain the property of Tremonton. If Petterson ends the lease, Tremonton may remove the same from the premises. If Tremonton ends the lease, Petterson can choose to take ownership of the sign and associated permits or have Tremonton remove the sign and its artifacts of installation. Tremonton shall not remove any power lines upon termination of the ground lease.

4.02 Termination. Tremonton may terminate this ground lease, without cause, effective as of any anniversary of the Effective Date (the "Termination Date"), provided that Tremonton delivers written notice of termination to Lessee at least ninety (90) days prior to such anniversary. All rent and other sums due under this Lease shall be payable through the Termination Date, and upon termination Tremonton shall surrender the Premises in accordance with the terms of this Lease.

4.03 Run with the Land. Petterson's obligations hereunder shall run with the land and bind Petterson's successors in interest, if any. This agreement is binding on successors, heirs, and assigns of the parties.

4.04 Warranties. When this agreement is fully executed, the undersigned, for the respective parties, represent and warrant that they are duly authorized to execute this agreement in either their individual or representative capacity as indicated, and that this agreement is enforceable according to its terms. Petterson warrants that he has good title to the premises and that Tremonton will not be disturbed in its occupancy or quiet enjoyment of the premises during the term of this agreement.

4.05 Notice of Change in Ownership. Petterson will give Tremonton written notice of any change in ownership of the premises and/or assignment of this agreement.

4.06 Hold Harmless. Tremonton shall hold Petterson harmless from damages to persons or property by reason of accidents resulting from negligence or willful acts of its agents and employees in the erection, maintenance, repair or removal of the sign.

4.07 Legal Action. If legal action is initiated by either party to enforce the provisions herein, the prevailing party shall recover its costs, including a reasonable attorney's fee, from the defaulting party. Jurisdiction and venue for all legal matters rest solely in the First District Court of Utah, in and for Box Elder County.

4.08 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 that no promise or agreement not included in this agreement has been made.

4.09 Amendments to Agreement. The agreement may be amended or modified at any time when a new agreement is proposed and signed by the parties hereto.

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

4.11 Notices. Notice and payments as required shall be sent by Tremonton to Petterson, at the following address(es), certified mail, return receipt requested:

Petterson Ranch LLC
Attention: Lewis M. Petterson, Manager & Trustee
4114 West 1400 South
Ogden, UT 84401

Phone: 801-920-0297

Notice as required in shall be sent by Petterson to Tremonton, at the following address, certified mail, return receipt requested:

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

Phone: 435-257-9500

IN WITNESS WHEREOF, that _____ for and in behalf of Petterson Ranch, LLC has executed this instrument this _____ day of _____, 2026.

Lewis Petterson
Manager, Petterson Ranch, LLC

IN WITNESS WHEREOF, that _____ for and in behalf of The Petterson Irrevocable Trust has executed this instrument this _____ day of _____, 2026.

Lewis Petterson
Manager and Trustee The Petterson Irrevocable Trust

STATE OF UTAH
COUNTY OF _____

On this _____ day of _____, in the year 2026, personally appeared before me, _____, the signer of the foregoing instrument, who duly acknowledged to me that they executed the same.

Notary Public
My Commission Expires: _____

Tremonton City Municipal Corporation does hereby accept this ground lease and does hereby agree to all of the terms contained therein.

IN WITNESS WHEREOF, that Tremonton has executed this instrument this _____ day of _____, 2026.

Tremonton City, a Municipal Corporation of the State of Utah by:

Bret Rohde, Mayor

Attest:

Cynthia Nelson, City Recorder

STATE OF UTAH

COUNTY OF _____

On this _____ day of _____, in the year 2026, personally appeared before me, _____, the signer of the foregoing instrument, who duly acknowledged to me that they executed the same.

Notary Public

My Commission Expires: _____

AGENDA ITEM REQUEST FORM

Date of Meeting: 02/17/26

Department: FIRE

Presenter: Chief JARROW

Time Needed to Present: 5 min

1. ITEM TITLE:

Interlocal Agreement

2. THE "PLAIN ENGLISH" SUMMARY:

Brigham & Tremonton Fire Departments agree
to help one another in times of need for both
fire & EMS response

3. STRATEGIC GOAL ALIGNMENT:

(Which City Goal does this support?)

- ☒ Fiscal Responsibility
- ☒ Infrastructure & Growth
- ☒ Public Safety
- ☒ Community Engagement / Quality of Life

4. TYPE OF ACTION:

- ☐ Consent Agenda (Routine/Contract/Appointment)
- ☐ Strategic Business (Ordinance/Policy Change - Requires Public Input)
- ☐ Work Session Only (Discussion/Update)

5. BUDGET IMPACT:

\$ _____ (Funding Source: _____)

RESOLUTION NO. 26-16

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN BRIGHAM FIRE, AND TREMONTON FIRE DEPARTMENT FOR MUTUAL AID SERVICES

WHEREAS, the Tremonton City Fire Department (hereinafter “Tremonton Fire”) provides emergency medical and ambulance transport services within the jurisdiction of Tremonton City and surrounding areas; and

WHEREAS, Tremonton City has a Fire Department with certain fire trucks, ambulances, and firefighting equipment; and

WHEREAS, Brigham City has a Fire Department with certain fire trucks, ambulances, and firefighting equipment; and

WHEREAS, Brigham City and Tremonton City find it to be in the best interest of the health, safety and welfare of their residents to assist each other in various ways under a mutual aid agreement and to enter into this Interlocal Agreement to set forth the terms of their mutual aid.

NOW THEREFORE BE IT RESOLVED, that the Tremonton City Council hereby approves an Interlocal Agreement with Brigham Fire for Mutual Aid Services as attached in Exhibit “A”. The Mayor is hereby authorized to execute the Interlocal Agreement on behalf of Tremonton City, with such minor modifications as may be necessary and approved by the City Attorney and Fire Chief, provided such modifications do not materially alter the substance of the agreement.

This resolution shall become effective immediately upon adoption.

Adopted and passed by the governing body of Tremonton City Corporation this 17th day of February, 2026.

TREMONTON CITY CORPORATION

Bret Rohde, Mayor

ATTEST:

Cynthia Nelson, City Recorder

EXHIBIT “A”

INTERLOCAL AGREEMENT BETWEEN BRIGHAM CITY FIRE DEPARTMENT, AND
TREMONTON CITY FIRE DEPARTMENT FOR MUTUAL AID SERVICES.

This Agreement is entered into between Brigham City Fire Department, a municipal corporation (hereinafter “Brigham City”) and Tremonton City Fire Department, a municipal corporation (hereinafter “Tremonton”), and collectively referred to as the “Parties.”

WITNESSETH:

WHEREAS, Tremonton City has a Fire Department with certain fire trucks, ambulances, and firefighting equipment; and

WHEREAS, Brigham City has a Fire Department with certain fire trucks, ambulances, and firefighting equipment; and

WHEREAS, Brigham City and Tremonton City find it to be in the best interest of the health, safety and welfare of their residents to assist each other in various ways under a mutual aid agreement and to enter into this Interlocal Agreement to set forth the terms of their mutual aid;

NOW THEREFORE, for the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the Parties hereby agree as follows:

1. The Fire department and the firefighting and EMS equipment of the above-named political subdivisions, shall regard and assist each other upon call in time of emergency and disaster to such an extent, as shall be determined by the Chief of the responding fire department, or by his authorized personnel.
2. Tremonton agrees and promises to Indemnify and hold Brigham City, its officers, agents, officials and employees harmless and release them for and from any liability, costs or expenses arising from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, cost, fees, expenses, and/or compensation are known or unknown are in law, or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or otherwise of Tremonton and/or its officers, agents or employees.
3. Brigham City agrees and promises to Indemnify and hold Tremonton, its officers, agents, officials and employees harmless and release them for and from any liability, costs or expenses arising from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, cost, fees, expenses, and/or compensation are known or unknown are in law, or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or otherwise of Brigham City and/or its officers, agents or employees.

4. The political subdivision requesting assistance shall have overall command of any incident wherein the fire department of the responding political subdivision is called for assistance subject to the provision of paragraph 5.
5. The Chief of the responding fire department, or their authorized agent, may at their discretion, provide only such equipment and personnel as in their opinion may be safely spared from their territorial limits, and in case any emergency arises within their territory, while the equipment and personnel for the fire department are engaged in firefighting or EMS activities for the other political subdivision, recall from service of such other subdivision such equipment and personnel as in their opinion, be considered necessary to meet the said emergency. The determinations of the Chief of the responding agency, or their authorized agent, as to what equipment shall be furnished or withdrawn, as provided herein, shall be final and conclusive, and shall not be subject to any legal challenge by the requesting subdivision.
6. Except as set forth in paragraph 2 and 3, each political subdivision shall pay and be responsible for its own costs and expenses incurred in providing a response under the terms and provisions of this agreement.
7. The term of this agreement shall be for (1) year. This agreement shall renew automatically on the anniversary date unless notice is received sixty (60) days prior to the anniversary date that either party desires to terminate the agreement.
8. Any request for assistance shall include a statement of the amount, and the type of equipment, number of personnel requested, and shall specify the location to which the equipment and personnel are to be furnished. Such requests shall be determined by a representative of the requesting organization.
9. The Chief of the Tremonton City Fire, and of the Brigham City Fire Department shall jointly administer and coordinate the performance of this agreement.
10. Each party to this agreement shall maintain its own insurance coverage for equipment and personnel.
11. Should either party default in terms, covenants, or conditions in this agreement, the defaulting party agrees to pay all costs and expenses of enforcing the same, including reasonable legal fees.

12. Modification. This Agreement may not be modified or amended except in writing by all Parties hereto.

13. No Separate Entity. This Agreement does not create a separate legal or administrative entity and no third-party rights are created by the enactment of this Agreement. As allowed in Utah Code Ann. § 11-13-201, the Parties are cooperating jointly together to exercise their individual powers and privileges.

14. Interlocal Cooperation Act Requirements. In satisfaction of the requirements of the *Utah Interlocal Cooperation Act*, the Parties agree as follows:

(a) This Agreement shall be conditioned upon the approval and execution of this Agreement by the Parties pursuant to and in accordance with the provisions of the *Utah Interlocal Cooperation Act*, as set forth in Utah Code Title 11, Chapter 13, including the adoption of resolutions and approval but only if such resolutions of the legislative bodies of the Parties are required by the *Utah Interlocal Cooperation Act*.

(b) In accordance with the provisions of the Utah Code § 11-13-202.5(3), this Agreement shall be submitted to the attorney authorized to represent each Party for review as to proper form and compliance with applicable law before this Agreement may take effect.

(c) A duly executed copy of this Agreement shall be filed with the keeper of records or each Party pursuant to Utah Code Ann. § 11-13-209 of the *Utah Interlocal Cooperation Act*.

15. Entire Agreement. This Agreement contains the entire understanding between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by any Party or agents of any Party that are not contained in this Agreement shall be binding or valid. Alterations, extensions, supplements or modifications to the terms of this Agreement shall be agreed to in writing by the Parties, incorporated as amendments to this Agreement, and made a part hereof. To the extent of any conflict between the provisions of this Agreement and the provisions of any later agreement, the later agreements shall be controlling.

16. Severability. If any provision of this Agreement is construed or held by a court of competent jurisdiction to be invalid, the remaining provisions of this Agreement shall remain in full force and effect.

17. Authorization. The individuals executing this Agreement on behalf of the Parties confirm that they are duly authorized representatives of the Parties and are lawfully enable to execute this Agreement on behalf of the Parties.

18. Notices. Any notice or other communication 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 Brigham: Brigham City Fire Chief
 442 West Forest St.
 Brigham City, Utah 84302

If to Tremonton: Tremonton City Fire Chief
 95 South 100 West
 Tremonton, Utah 84337

TREMONTON CITY FIRE

By:_____ Date:_____
Mayor

Approved as to Form

By:_____
Tremonton City Attorney

BRIGHAM CITY

By:_____ Date:_____
Mayor

ATTEST:

City Recorder

Approved as to Form

By:_____
Brigham City Attorney

AGENDA ITEM REQUEST FORM

Date of Meeting: 2/17/26

Department: Police

Presenter: Chief Cordova

Time Needed to Present: 30-60 min

1. ITEM TITLE:

Regional Police / Strategic Options

2. THE "PLAIN ENGLISH" SUMMARY:

Consider working with Perry City to offset our staffing issues. This can buy us time and
help us avoid taxes this year.

3. STRATEGIC GOAL ALIGNMENT:

(Which City Goal does this support?)

- ☒ Fiscal Responsibility
- ☒ Infrastructure & Growth
- ☒ Public Safety
- ☒ Community Engagement / Quality of Life

4. TYPE OF ACTION:

- ☒ Consent Agenda (Routine/Contract/Appointment)
- ☐ Strategic Business (Ordinance/Policy Change - Requires Public Input)
- ☐ Work Session Only (Discussion/Update)

5. BUDGET IMPACT:

\$ 4,000 (Funding Source: PD current budget)

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TREMONTON CITY CORPORATION CITY COUNCIL MEETING FEBRUARY 3, 2026

Members Present:

Kristie Bowcutt
Brent Jex
Beau Lewis
Sharri Oyler—excused
Blair Westergard
Bret Rohde, Mayor
Linsey Nessen, City Manager
Cynthia Nelson, City Recorder

CITY COUNCIL WORKSHOP

Mayor Rohde called the February 3, 2026 City Council Workshop to order at 5:00 p.m. The meeting was held in the City Council Meeting Room at 102 South Tremont Street, Tremonton, Utah. Those in attendance were Mayor Rohde, Councilmembers Bowcutt, Jex, Lewis, and Westergard, Interim City Manager Nessen, and City Recorder Nelson. Councilmember Oyler was excused.

1. Call to Order and Declaration of Conflict of Interest: None.
2. Council Reports and Updates:

Councilmember Bowcutt said Public Works is very busy. They will start the aquifer water project, a water line and the widening of Rocket Road. We discussed them doing work at the cemetery in conjunction with that. They are working really hard and trying to be proactive.

Councilmember Jex said the police department started with the new dispatch yesterday and it is going well. They are squeezing blood from a turnip and are still down in positions. The Chief relinquished a position to be filled for a year for a budgetary shortfall. I do wonder when that year is up to fill that spot. There is a lot in the works. Mayor Rohde said to be clear, that was to get the officers up to the wage they needed. He eliminated that position so we could take care of them. That should be part of the next budget cycle.

Councilmember Lewis said the Mayor and I are working on the new website. There has been awesome progress and I cannot wait to roll that out.

Councilmember Westergard said the fire department continues to do their thing. They are getting the new ambulance. For dispatch, the people I talked to did not have any complaints.

3. Presentations:

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- a. **Title:** Discussion only – Pickleball courts by Community Services Director Zach LeFevre and resident Joan Argyle

Mayor Rohde recommended items 3. a. and 3. 1. be discussed together.

Director LeFevre said our identity for Tremonton from our branding a few years ago was, the City of Connections. As the City of Connections and with all our growth, we see the need to update our master plan for parks and recreation, trails and open space. We are asking for public input at our next public session—a parks, trails, open space showcase. We will present what we have so far. Community Development Director Seedall and Sam Taylor from Landmark Design have been instrumental. We are also working on the multi-sport complex and will take feedback to continue updating that plan before we present a final version to the Council. We are still in the information gathering phase and defining our parks and their purpose.

Director LeFevre said here are some park designs and surveys. This is what we have gathered from the public so far, plus the needs of the City from the Parks and Recreation standpoint and the programs people are involved in and want to see. We have added pressures due to growth. The showcase on March 4, will help us determine where we are headed and what needs to be considered. The Council is invited to potentially cook and mingle with the public. This future park is Stokes Park. We own the ground and do not have a park on the west end of town, which is where a ton of growth has happened. The nearest park is a mile away. He showed the proposed layout, which includes overflow parking and fields for soccer and lacrosse programs. At Jeanie Stevens Park we would like to add two more ball diamonds to build a full complex. For more than a decade, we have been trying to build pickleball courts. We do have a league that utilizes six courts at the fairgrounds, but that is overused and we often get bumped out of that facility. Currently we can only host 90 participants each session. People in our community want pickleball here. Ms. Argyle has graciously offered to help. Ms. Argyle said my daughter-in-law does grants for junior achievement. She is willing to help write the grants. Director LeFevre said we can now start planning for this park. This shows eight pickleball courts, which is great for a tournament, but we would like to add four more for a total of 12. We already have some of the engineering work done. Funding is our biggest hurdle. Currently the cost is \$7 million for this park, which is pretty basic, but that is how much inflation has hurt. We do have some park impact fees we can put toward this. We have a lot of needs with other parks as well. Right now, our level of service is 2.5 acres per 1,000 residents. The national standard for a city our size is 13 acres per 1,000 residents. Since we are not as populated and centralized in the west, our goal is 5.5 acres per 1,000 residents. We need to buy more land for park space and add another 70 acres, on top of that park to get us to that 5.5 goal. Ms. Argyle explained her experience with pickleball and the need for Tremonton to have courts. It benefits our mental, physical, and emotional health, as well as creates and maintains connections. This is something we need. Our community also needs things like soccer fields and biking trails. We need places for people to get out and exercise.

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- b. **Title:** Presentation Only - Audited 2025 Financial Statements—Matt Geddes, Squire & Company

Mr. Geddes said we are grateful for the opportunity to report. Squire & Company has performed an audit of the financial statements and state compliance of Tremonton City for the year ending June 30, 2025. We issue our reports on those audits. Those financial statements present the activities and balances of the City. The City keeps their accounting records, follows internal controls, and produces these financial reports with the help of Finance Director Curtis Roberts. Our opinion is that the financial statements present fairly in all material respects the financial position of the City. What that means is you can reasonably rely on the financial statements to make decisions that they present the balances and activities of the City. We issue a report in accordance with government auditing standards. Through that we are required to evaluate your internal controls over financial reporting and compliance. If we identify significant deficiencies or material weaknesses, we would be required to report to the government body. This report does not identify any material weaknesses or significant deficiencies in financial reporting or compliance related to Tremonton. The final report we issue is in accordance with the State compliance audit guide. The Office of the Utah State Auditor issues an audit guide with specific State compliance requirements. We issue an opinion on compliance and the City complied in all material respects with the compliance requirements outlined. Overall, a very boring report from an auditor, but that is what you want. Our responsibility is to perform an audit of the information, not to produce the information. The City, in conjunction with Director Roberts, has helped produce financial statements. We are familiar with them and can answer questions. The Council agreed they would like to have a training scheduled to better understand this information and the process.

- c. **Title:** Discussion Only - Implementing a Transportation Utility Fee—Public Works Director Carl Mackley, Assistant Public Works Director Andrew Beecher, and City Engineer Chris Breinholt

Assistant Director Beecher said a TUF is a Transportation Utility Fee. On April 1, 2025, the Council approved a resolution to establish a special revenue fund for roads. At the time, the City Manager directed Public Works to research a TUF. Basically, the TUF considers City roads as its own utility and provides funding for road maintenance and replacement through utility billing. The TUF associates a trip value to each utility account and categorizes the utility according to that type, which is residential, multi-family, commercial, and industrial. Each account will pay their portion based on number of trips they generate. Director Mackley said going back to 2019, it looked like the City was budgeting \$330,000 per year on road improvements. I am not certain how other capital projects were funded. That is what we were spending annually on road improvement projects and we treated them as a capital facilities project. It was designated as a one-time improvement using funds. Without looking at everything holistically and picking which projects to do it is kind of like whack a mole. This road is pretty crappy so do it and then another one pops up as soon as you hit that one. This approach was effective in staying within budget, but it did fail to account for and fund maintenance of all City roads. Assistant Director Beecher said we have analyzed our roads

(approximately 50 miles), which does not include Main Street (owned by UDOT) and other County roads. These are just City owned streets. It is recommended to chip seal roads every seven years and repave them every 28 years. A chip seal costs \$3.25 per square yard where repaves costs \$19 to \$27. Average annual maintenance cost would be \$1.3 million under our current circumstances. Public Works uses software called Iworks, which offers a payment management application we have not utilized. This last fall, Public Works hired Iworks to enter all City streets into the database and give them a condition to determine remaining service life. They drove every street with a camera. All segments have been entered into our database and we have the ability to view the remaining service life values and create maintenance plans. 50% of our City streets have a remaining service life value of six years or below and 80% of our streets have a remaining service life value of 10 years or below. The average monthly cost for all homes and townhomes would be \$9.10. It varies with the commercial, industrial, churches, and schools. Public Works desires to follow the road maintenance and replacement recommendations from Johnson Associates. Previously, Public Works has not had planning or funding in place for routine pavement management, replacement, and maintenance. With our Iworks pavement management tool, we have a method to inventory roads, track pavement conditions, and plan for ongoing maintenance. Additional funding is required to follow those schedules. Public Works is proposing the City implement a TUF as the recommended funding solution. That would generate \$1.3 million annually. Councilmember Lewis said I do not want to do more than is necessary. This is technically a tax in a different form and people are already burdened. I want to make sure we are not just doing it because we can. We need to ease the burden as much as we can and solving road problems. Just with that \$330,000, what are we doing there? Director Mackley said we have steadily used \$330,000 for road projects, the rest goes to plowing, street maintenance, sidewalks, employees and cemetery care, as well as the facilities. That is the cream we scraped off the top. That is how much money we know we have to put toward actual road maintenance projects. Anything on top of that will go to road maintenance. There could be some wiggle room in that \$1.3 million, but right now we are only able to budget about 25% of what we need on an annual basis to take care of roads. That does not include road expansion projects. The Council will continue this discussion at a future meeting.

d. Title: Discussion Only – Receiving cardboard as part of Green Waste

Director Mackley said we have made changes in receiving green waste at the Public Works building. We have moved that over to the composting facility. Cardboard is a compostable material, but not a great one. It does not break down easily. Our crew does a fantastic job of taking our solid waste from the treatment plant and blending it with the green waste to create compost. The only reason we do that is to get rid of our solid waste. The other alternative would be to landfill it, which is expensive. I do not know the history of why we are taking cardboard, but I do not enjoy putting that into our compost. It is a mess and does not break down quickly. We do get cardboard from everywhere, not just Tremonton residents. The Council agreed it is not the City's responsibility to help residents get rid of cardboard and it is not a beneficial material to the Public Works' processes.

e. **Title:** RES 26-07 Awarding bid for East Canal Equalization Basin Project

Director Mackley said we are excited to be do projects and are thrilled that we have had a tremendous response in the number of bids received. We had bid openings for two capital projects. We have to build another canal equalization basin, taking canal water in and pumping it out for our secondary system. That is located along SR-13 and is designed out. We did update our engineer's estimates (\$384,000). We are asking the Council to award the bid for this equalization basin project and the Main Street culinary waterline replacement project tonight (next presentation item 3. f.). Engineer Breinholt said the low bidder on the equalization basin was Braegger and Sons. They are the ones we recommend for the waterline replacement project, too. Director Mackley said there was basically a statistical tie between LeGrand Johnson, and Braegger and Sons (\$1,800 difference in a \$1 million project). We do not have to choose the lowest bid because we do want to select the most qualified. We asked both for references and statements of qualification for the culinary waterline project. LeGrand Johnson, which was recently purchased by a much larger company, does a lot of road projects, but we are not familiar with them doing pressurized pipeline projects. We asked for references. Engineer Breinholt said they were essentially non-responsive. The information we got back was mostly road projects, which I know they can do well, but we are talking about our culinary water system. They did not respond with any experience that was applicable to this project. Director Mackley said qualifications are important because we are not only replacing a mile of pipeline, but all the individual services to the homes and valves. There are lots of utilities involved. This is a big deal. With 18 bids, we can be picky. We recommend the Council also award the culinary water line replacement project to Braegger and Sons. They are a local, qualified contractor who has done plenty of culinary water projects and has good references. We will require them to do the pond first. We budgeted \$1.5 million and are slightly under \$1 million on this culinary waterline replacement. That is money we can keep for the next project.

f. **Title:** RES 26-08 Awarding bid for 2026 Waterline Replacement Project

This item was presented with item 3. e.

g. **Title:** Discussion Only – Staffing Changes

Mayor Rohde said Community Development Director Jeff Seedall has offered his resignation. We will work on a replacement. Councilmember Bowcutt said I have done research and contacted Pleasant View, who has a neat approach. For their planner they do not go with someone with a degree because they have an engineer. Instead, they hired a planner tech, which is cost effective. I would like to explore something like that. I asked about the flip side and she said the benefits far outweigh the negative. She asked a lot of questions about our engineer and said if they are accessible and attend meetings, they will be the next person and a great asset. To have a city engineer and planner would be doubling up. I think Engineer Breinholt will be fine. The person they hired was working with the city planner previously and knows what is going on in the city. Councilmember

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Lewis said as it relates to meeting with developers, there is a lot of vision setting tasks that have been falling on Director Seedall. Where do those fall? Councilmember Bowcutt said I asked her how does the process work in your town? She said just like it does in Tremonton, developers bring in their plans and she goes over them with the help of the city engineer. They work together. It would make things a little bit slower at first because people are learning a new role. Councilmember Lewis said there are lots of details Director Seedall deals with daily—the development agreements and negotiations, all details of the bigger vision. I am worried that without experience in that field, we might be leaving some of those agreements and negotiation on the table. Councilmember Westergard said if I am the guy and do not know what I am doing, I could miss something the City needs. Mayor Rohde said I think it is really important we identify those roles. Our development director has higher end roles. They are the ones pushing economic development, while the planner is the one doing what you guys are talking about. They are the ones making sure we are being taken care of. We could move from a development director to a planner who can do all these things and consider a part-time zoning administrator. Between those two, it would be less expensive. When discussing how things worked in the past with a previous Manager taking on much of these responsibilities, Interim Manager Nessen said we burnt him out and I think it was a great plan to get a planner to relieve that burden. In the interim, I do not have that knowledge right now. Engineer Breinholt said there are roles that need to be done that Director Seedall has done. If you have those roles and responsibilities defined and people to fill those roles, I think you will be okay. There could be some holes. Councilmember Bowcutt said until we refine the process there are going to be holes. I do not want to shoot us in the foot just because we are hung up on one thing. I would like to explore options. Mayor Rohde said we have time to make a decision. An option I have been thinking about is if we go with a three-two swap—a part-time zoning administrator and someone in planning and hire an in-house finance director to work with our current one. That would be less expensive than the two positions we currently have available (assistant city manager and community development director).

Engineer Breinholt said when we hired Director Seedall, he was not a planner, he is an engineer, but he did a really good job of learning the job. Director Seedall said it was a lot to learn, especially with no overlap. Pleasant View is not in the situation we are going to be in for the next 20 years. Pleasant View is growing very slowly. They are filling out toward the interstate and finding their limits. We are expanding all of ours. Engineer Breinholt is learning to delegate more of the work because of how much utility-type planning we are trying to get done through Public Works. So saying that he is going to be taking on more roles is not accurate. It would be Jones and Associates taking on more for us, but they do have great staff members. We are not their only municipality so in terms of responsiveness, that is one of those sacrifices you would make going that direction. If everything went out of office (third-party hire) I would be concerned with the ability to keep the timeline set and keeping your ducks in a row to meet State and City code. That is the number one struggle you would have. Engineer Breinholt said you would definitely need somebody working here, taking care of the day-to-day stuff, whether it be a planner or someone who can learn the job. Director Mackley said smart planning in any area, can save millions of dollars. Finding a capable, smart person, who can do things the

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Tremonton way, but knows how to negotiate with the developers can save millions. If that costs us \$30,000 more a year, I would take that bargain every day of the week. Engineer Breinholt said when the planner position was advertised before, we had limited response from people with planning degrees or expertise. I do not think that has changed. You are not going to find a lot of planners applying for the job. You are going to have to get somebody who can learn the job. The Council agreed to do some research and City staff would continue this discussion at the next meeting.

h. Title: RES 26-09 City Manager Contract

Mayor Rohde said last week we put this resolution in to hire Interim City Manager Nessen as our City Manager. He read through the contract, which stated that Mayor and Council shall conduct a formal performance evaluation of the Manager six months following the effective date to ensure alignment on City goals and operational expectations. Following the initial review, the Mayor and Council shall evaluate the Manager's performance annually. The Mayor shall determine the specific method and manner of these evaluations prior to the end of the fiscal year. Parties agree to formally review the terms and conditions of the agreement every two years to ensure compensation benefits and local market alignment remain consistent with City objectives. Councilmember Jex said I am glad Interim Manager Nessen has accepted. I do not think \$147,500 is enough for the work she does. The thing we have to remember is that prior to this, we were paying the City Manager and Interim Manager Nessen as an assistant. We are saving money. We have had a lot of turnover in the last five years. There is a cost to running the City effectively. Councilmember Bowcutt said I had a lot of questions, but after talking with Mayor Rohde he put my mind at ease. She is doing a good job. I am on board. We need strong leadership and the Mayor feels strongly she is going to take the bull by the horns. Mayor Rohde said we know what we are getting. I do not want to go down a bad path again. As far as the wage, we have talked a lot about that and she is comfortable with it.

i. Title: RES 26-10 Amending Section II – Adding Credit Card Usage Policy

Recorder Nelson said this came from a conversation with Finance Director Curtis Roberts, who suggested we implement a credit card policy for the City. If you purchase with the City credit card, you need to turn those receipts in, in a timely manner. If not, then there are consequences. It is a privilege to use it. After five times they will lose that privilege.

j. Title: RES 26-11 Revised Compensation and Classification Plan—Interim Manager Nessen

Interim Manager Nessen said we update our plan every June when we give a COLA increase. It increases the minimums and maximums. This is a special one we are doing mid-year in working with our vendor on a salary survey. It was found that, the compost facility attendant was hired under the Main Street maintenance worker, even though he had his own title and job description. We added him in our plan. It is still the same pay

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range. Last fiscal year, the Senior Center asked to hire two part-time receptionists. We put it in the same pay range as a clerk I admin assistant, which was not where it should have gone. They are not doing the same things as the admin assistant. We hired these receptionists to answer phones and be the first base so our admin assistant can do her job. It does not make sense to have them in the same pay range. These current hires will remain in that pay range, but if they were to quit and we hired someone else, we would hire them at this lower pay range as a receptionist, not an admin assistant. We had a part-time seasonal parks maintenance worker and a full-time parks maintenance worker, which got confusing. Director LeFevre suggested keeping consistency with other departments and head groundskeeper should be his title rather than parks maintenance worker. This is in the same pay grade it is just a title chance. Same thing with the recreation manager, keeping it consistent across other parks and rec departments would be a recreation supervisor. The bigger one is creating a new position—Public Works Operations Manager was the title we came up with. We have had a lot of change in the Public Works department, such as bringing on secondary water, which is basically its own department. We shoved that under somebody who already had other responsibilities. It is not creating a new FTE. One of our employees would be promoted to this new position that comes with a bit of a pay increase. He would be overseeing additional departments and employees.

k. **Title:** RES 26-12 Dignity Index

Interim Manager Nessen said this is a resolution from the Dignity Index website, kind of a template. Since we are implementing dignity, I thought it made sense to have a resolution formalizing that our communication and discourse will be that of dignity. We encourage our citizens to also adopt that when they give public comments. Just formalizing we are a dignity city and implementing using dignity in all our discussions.

l. **Title:** Discussion Only – Recreation Discussion

This item was discussed at the first of the meeting with discussion A.

4. Review of the agenda items identified on 7:00 p.m. City Council Agenda
5. *CLOSED MEETING: No Closed Meeting 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 6:50 p.m. by consensus of the Council.

CITY COUNCIL MEETING

Mayor Rohde called the February 3, 2026 City Council Meeting to order at 7:00 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 Rohde, Councilmembers Bowcutt, Jex, Lewis, and Westergard, Interim City Manager Nessen, and City Recorder Nelson. Councilmember Oyler was excused.

1. Call to Order
2. Invocation by: Jim Williams from Bear River Valley Baptist Church
Pledge by: Student Glen Gilmore
3. Roll Call
4. Approval of Agenda:

Mayor Rohde said on the agenda under Citizen Engagement, it says residents may address the Council only on issues not listed below on the agenda. I want that changed to residents may address the Council on any issue not listed on Strategic Business. This sounded like they could not talk about anything inside of the Consent Agenda and that is not the case. We are trying to encourage discussion during Strategic Business, but any other subjects are open for discussion.

Motion by Councilmember Jex to approve the agenda of February 3, 2026. Motion seconded by Councilmember Lewis. Vote: Councilmember Bowcutt - yes, Councilmember Jex - yes, Councilmember Lewis - yes, Councilmember Oyler - absent, Councilmember Westergard - yes. Motion approved.

5. Declaration of Conflict of Interest: None.
6. Presentations
 - a. Tremonton City Citizenship Award to Elementary and Intermediate Students

Mayor Rohde said once a month we get to recognize wonderful students, who show respect, responsibility, and safety in their schools. This is really awesome. Councilmember Westergard has offered to help us. As your names are read come up to receive your award and we will take a picture.

7. Citizen Engagement – General Public Comment

Chris Danvers said the last time I was here was April, right in the middle of budget season. I predicted there would be a huge change on the bench and am glad to see that my prediction came about. Welcome to all of you who are new. I am glad to see the ones who are still here. I had a few thoughts sitting through your Work Session. As far as Director Seedall leaving, I think it is going to be a hard hit. He is amazing. I would encourage the Council to consider apprenticeships and internships, offering high school students, as well as those leaving our high school and going to local colleges. There are

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two types of people in small towns—people who want to live here forever and those who want to get out. Find the ones who want to live here forever and give them a reason to. Give them a pathway to stay here. Find places in the City to do those internships and apprenticeships and help them to have affordable ways to learn and grow into those positions. I do not think anybody is going to take care of the City more than the people who have lived and grown up here. I walked into the discussion of a big ask for pickleball courts. Although I love the idea of more parks, remember the last Council had a spending and yes problem. \$7 million sounds like an awful lot of money. Right after that was road repairs going from \$330,000 a year to \$1.3 million a year. You might want to ease into that. Our pockets are still reeling from the Board of Education and Truth in Taxation.

8. Consent Agenda - Any Councilmember may request an item be removed for separate discussion
 - a. Approval of minutes – January 20, 2026
 - b. Adoption of November Financial Statements & Warrant Registers
 - c. Approval of Resolution No. 26-07 awarding bid for East Canal Equalization Basin Project
 - d. Approval of Resolution No. 26-08 awarding bid for 2026 Waterline Replacement Project
 - e. Approval of Resolution No. 26-09 approving City Manager Contract
 - f. Approval of Resolution No. 26-10 amending Section II Purchasing Policy & Contracts regarding credit card usage
 - g. Approval of Resolution No. 26-11 amending the Compensation and Classification Plan
 - h. Approval of Resolution No. 26-12 approving Dignified Discourse and Productive Communication

Motion by Councilmember Bowcutt to accept the Consent Agenda. Motion seconded by Councilmember Westergard. Roll Call Vote: Councilmember Bowcutt - yes, Councilmember Jex - yes, Councilmember Lewis - yes, Councilmember Oyler - absent, Councilmember Westergard - yes. Motion approved.

Mayor Rohde said we need to include the amendment to the City Manager Contract in the motion. Councilmember Bowcutt said I amend my motion that we include the amendment to the City Manager contract. The amendment was, there will be a six-month performance interview that the Council and Mayor will perform. There will be an annual evaluation, too.

Amended Motion by Councilmember Bowcutt to accept the Consent Agenda. Motion seconded by Councilmember Jex. Roll Call Vote: Councilmember Bowcutt - yes, Councilmember Jex - yes, Councilmember Lewis - yes, Councilmember Oyler - absent, Councilmember Westergard - yes. Motion approved.

9. Strategic Business (Ordinances & Policies): None
10. Reports and Calendar
 - a. City Manager Report

Draft Minutes

Manager Nessen said thank you Council for your confidence in me. I will not let you down. Director Mackley and I think it would be a great idea to have the Council tour Public Works. Seeing it will help with future discussions. We could do that before a City Council meeting on March 17. It would take about an hour and a half. The Work Session could start at 6 p.m. The tour would start at 4 p.m. That would all be advertised as a public meeting with the first portion being on location.

Manager Nessen said we have a billboard on southbound I-84. We had a lease with Wendell Petterson that expired in 2023. We do not currently have a lease and UDOT needs us to have one. We reached out to the Petterson family as Wendell has passed away. We are working with his sons to get a new lease in place. Is this a billboard you want to keep? We have allocated Intermountain Health to advertise on our billboard for 20 years. In 2017 they changed the signed copy. Almost nine years later it has disintegrated. Our question is do we want to keep the billboard? Do we want to ask Intermountain Health if they want to put anything up? Do we want to put a signed copy up? For the last 10 years we have paid a \$1,000 lease per year to use part of Mr. Petterson's property for this billboard. His sons have asked that to increase to \$3,000 a year and then increase by inflation every year for the next 10 year. It is our billboard so we could remove it if we do not want to pay the lease anymore. Mayor Rohde said I would love to put some of our new branding up about the City of Connections. Councilmember Jex said advertising ads are expensive so if there is an opportunity for us to advertise something beneficial, this is a cheap way to do it. Councilmember Lewis said are there any companies we could sublease it to? That would be revenue for us plus it brings the economy to one of our local businesses. The Council suggested getting a quote from YESCO and seeing if a business would be interested. Mayor Rohde said I think we are okay with signing the lease. City staff would prepare this item to be on the agenda for their next meeting.

b. Upcoming Calendar Items

Mayor Rohde said the Daddy Daughter Dance is February 7, at 5:30 p.m. The Town Hall meeting is at 7 p.m. on February 12. In that meeting I would like to show the new website and where we are headed. The Senior Center dinner and dance is at 5:30 p.m. on February 13. The food drive for the food pantry is March 14. Councilmember Jex said the police department is doing a benefit fundraiser dinner on February 21, at 5 p.m. at the fairgrounds. Tickets are \$30 and 100% of the proceeds go to sending families and the department back to D.C. for police week.

Mayor Rohde said we need to go into a Closed Meeting for the purpose of discussing the character, professional competence or physical or mental health of an individual.

Motion by Councilmember Lewis to move into closed meeting. Motion seconded by Councilmember Westergard. Vote: Councilmember Bowcutt - yes, Councilmember Jex - yes, Councilmember Lewis - yes, Councilmember Oyler - absent, Councilmember Westergard - yes. Motion approved.

The Council moved into a closed meeting at 7:38 p.m.

Draft Minutes

11. **CLOSED MEETING:**

- 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 Jex to return to open meeting. Motion seconded by Councilmember Bowcutt. Vote: Councilmember Bowcutt - yes, Councilmember Jex - yes, Councilmember Lewis - yes, Councilmember Oyler - absent, Councilmember Westergard - yes. Motion approved.

The Council returned to open session at 7:54 p.m.

12. **Adjournment**

Motion by Councilmember Westergard to adjourn the meeting. Motion seconded by consensus of the Council. Vote: Councilmember Bowcutt - yes, Councilmember Jex - yes, Councilmember Lewis - yes, Councilmember Oyler - absent, Councilmember Westergard - yes. Motion approved.

The meeting adjourned at 7:55 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 _____, 2026.

Cynthia Nelson, City Recorder



**Tremonton City Corporation
City Council Meeting
February 17, 2026
Meeting to be held at
102 South Tremont Street
Tremonton, Utah**

**AMENDED - CITY COUNCIL WORKSHOP AGENDA
5:00 p.m.**

1. Call to Order and Declaration of Conflict of Interest
2. Council Reports and Updates
3. Presentations:
 - a. **Title:** Caselle Real Time Payments
Presenter: Michelle Rhodes
Estimated Time: 15 minutes
 - b. **Title:** Transition Phones Lines
Presenter: Michelle Rhodes
Estimated Time: 10 minutes
 - c. **Title:** Resolution No. 26-13 Compensation and Classification Plan
Presenter: Manager Nessen
Estimated Time: 5 minutes
 - d. **Title:** Presentation Only - Citizen Advisory Committee
Presenter: Mayor Rohde
Estimated Time: 15 minutes
 - e. **Title:** Resolution No. 26-14 River Valley PUD Development Agreement
Presenter: Jeff Seedall
Estimated Time: 5 minutes
 - f. **Title:** Resolution No. 26-15 Ground Lease Agreement
Presenter: Recorder Nelson
Estimated Time: 5 minutes
 - g. **Title:** Resolution No. 26-16 ILA with Brigham Fire
Presenter: Jeff Jarrow
Estimated Time: 5 minutes

- h. **Title:** Presentation on the Neighborhood Partnership Initiative Update
Presenter: ChrisDean Epling
Estimated Time: 10 minutes
 - i. **Title:** Discussion Only - ILA with Perry for Regional Police/Strategic Options
Presenter: Dustin Cordova
Estimated Time: 45 minutes
4. **CLOSED MEETING:**
- 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. Call to Order
- 2. Invocation by:
Pledge by:
- 3. Roll Call
- 4. Approval of Agenda
- 5. Declaration of Conflict of Interest
- 6. Presentations
 - a. Years of service award to Tiffine Jensen at the Fire Department for 10 years.
- 7. Citizen Engagement – General Public Comment
 - Residents may address the Council on any item **NOT** listed on the strategic business portion of the agenda
 - Rules of engagement:
 - 1. **Our Dignity Standard:** Hard conversations require the honest truth and a respectful tone. We are committed to fixing the problems without making it personal. Let's keep this conversation productive so we can get back to the work of building a better Tremonton.
 - 2. **Priority:** Speakers who registered on the signup sheet at the door prior to the meeting will be called in order. Citizens from the audience will then have time to speak.
 - 3. **Time Limit:** 3 minutes per individual
 - 4. **Response:** Under State Law, the Council cannot debate or take action on non-agenda items. We will listen and may direct staff to follow up.

8. Consent Agenda - Any Councilmember may request an item be removed for separate discussion
 - a. Approval of minutes – February 3, 2026
 - b. Approval of moving to Caselle Real Time Payment
 - c. Approval of transitioning phone lines to Les Olson
 - d. Approval of Resolution No. 26-13 Compensation & Classification Plan
 - e. Approval of Resolution No. 26-14 Adopting River Valley PUD
 - f. Approval of Resolution No. 26-15 Approving Ground Lease Agreement
 - g. Approval of Resolution No. 26-16 ILA with Brigham Fire
9. Strategic Business (Ordinances & Policies) - None
10. Reports and Calendar
 - a. City Manager Report
 - b. Upcoming Calendar Items
11. **CLOSED MEETING:**
 - 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*
12. 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.

In compliance with the Americans with Disabilities Act, persons needing special accommodations, should contact Cynthia Nelson no later than 48 hours prior to the meeting.

This meeting will be lived streamed via YouTube at <https://www.youtube.com/@tremontoncity>

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted in accordance with Utah State Code on this 13th day of February, 2026.

Cynthia Nelson, CITY RECORDER

AGENDA ITEM REQUEST FORM

Date of Meeting: _____

Department: _____

Presenter: _____

Time Needed to Present: _____

1. ITEM TITLE:

2. THE "PLAIN ENGLISH" SUMMARY:

3. STRATEGIC GOAL ALIGNMENT:

(Which City Goal does this support?)

☐ Fiscal Responsibility

☐ Infrastructure & Growth

☐ Public Safety

☐ Community Engagement / Quality of Life

4. TYPE OF ACTION:

☐ Consent Agenda (Routine/Contract/Appointment)

☐ Strategic Business (Ordinance/Policy Change - Requires Public Input)

☐ Work Session Only (Discussion/Update)

5. BUDGET IMPACT:

\$_____ (Funding Source: _____)



COMMUNITY CONNECT

Caselle's Integrated Payment Portal for Local Government

SIMPLIFY PAYMENTS. IMPROVE COMMUNICATION. REDUCE MANUAL WORK.

Community Connect is Caselle's fully integrated utility billing payment solution that streamlines operations, simplifies payment reconciliation, and improves service. It connects in real time with your Caselle system, eliminating manual entry, file transfers, and third-party vendors.

Integrates with: Utility Billing, Cash Receipting, Building Permits, Business License, Business Tax, Animal License and Accounts Receivable

WHAT YOU'LL GET

Real-Time Payment Posting

Payments post instantly into Caselle—no delays, no uploads, and no extra steps. Even in-person payments with card readers are updated automatically.

Flexible Ways to Pay

Residents can pay online, by phone, text, or in person using credit card or ACH. They can manage multiple accounts and set up recurring autopay for easy 'set it and forget it' bill management.

Smarter Resident Communication

Automatically send email and text alerts when bills are ready, payments are received, or urgent notices need to go out. Reduce paper with eBilling, and share updates, newsletters, and rate studies with ease.

LET'S CONNECT

Want to see how it works?

We'll show you how it fits into your existing Caselle setup.
sales@caselle.com / www.caselle.com



WHY CLERKS LIKE YOU CHOOSE COMMUNITY CONNECT

See payments in real time with
no posting delays

Eliminate manual data entry
between systems

Avoid third-party support and
service gaps

Purpose-built for cities, towns,
and districts using Caselle

Backed by a team that
understands local government



Community Connect Payment Portal - Frequently Asked Questions

General System Functionality

1. Does this system eliminate the need for third-party integrations?

Yes, it replaces the need for another 3rd party payment provider.

2. Can this system be used without having all Caselle modules (e.g., Community Development)? Is there an option to choose which features/modules (e.g., utility billing but not permitting) are used?

You can use and customize the community portal to best fit your needs. You can choose which modules within the portal you would like to utilize.

Note: It is required to have the Cash Receipting application. If you do not have this module, please reach out to us and we can help get you a proposal.

Payment Capabilities

3. Can the system handle payments for both arrears and future services?

You will be able to take in payments with arrears and future billing.

4. Does the system support card payments in the office? Can payments be processed over the phone or entered manually by staff?

Yes, you can process credit card payments in the office. They can also be taken and processed over the phone by staff.

5. Can customers make one-time payments via guest checkout?

There are two ways to make a payment. You can sign up and register as a user, or you can make a quick payment as a guest without having to create a login.

6. Can the system handle payment forms for various charges, like permits or event registrations?



Absolutely, custom forms can be tailored to manage payments for various charges, like permits or event registrations. Additionally, they can collect specific information related to each charge from the payer. These forms can be accessed either after a user logs in or made available outside of the login process.

7. Can customers apply for things like permits and pay at the same time?

You can set it up where you can pay right after you apply for a permit or set it up to pay after the permit has been approved.

8. Can payments be processed for modules beyond utilities, such as court fines, AR, or planning permits?

We currently accept payments for the following modules: Utilities, Accounts Receivable, Business License, Business Tax, Community Development, and Animal License. Court Payments can also be made, but currently only through Guest Pay. Additionally, a payer can make payment for any Category setup within the Cash Receipting module. We will continue to expand additional capabilities to receive payments for other modules.

Migration and Data Porting

9. Can customer data be mass-transported from 3rd party payment providers without requiring customers to re-register or reset autopay?

Currently, we don't have an automated migration path from other online payment providers. What we can do is help send communications and create simple ways to assist people in signing up. For example, we can create a QR code that can be added to the bill statement. This provides an easy way to link to the portal, sign up, and get going with payments. We also have a marketing playbook that can help you create flyers, handouts, and social media posts. Lastly, we are investigating methods to obtain the names of those currently enrolled in autopay, enabling us to contact them directly.

10. Will this effect customers already using Caselle's Direct Pay?

You will have the option to have them sign up on the community portal or continue to use the Caselle Direct Pay feature.

11. Does this tell the customer if they're already signed up for direct ACH pay through the city so they don't risk double payments, or would this see that they're already on direct pay in Caselle?



We can put a configurable message on the portal to automatically display it for those Direct Pay customers. If the customer has already made a payment through Direct Pay, there should be no remaining balance on the account to take through the portal. If the customer still wishes to make a one-time payment, the portal will allow them to do so.

Billing and Notifications

12. Can paperless billing be enabled?

Yes, immediately when a portal user enables paperless billing on their account, the portal will mark that customer as such within Caselle's Utility Billing module. Additionally, their email address is added to their customer account once they have signed up.

13. Can disconnect notices be sent through the system?

Yes, utility bills, disconnect notices, shut off notices, final bills, etc. can all be sent or viewed through the portal. Once you go through the set up, we can make these statements available to be viewed.

14. Can billing adjustments, deposits, and other changes be visible to the customer?

Yes, if you have those variables on your bill. When the customer views their bill in the portal, they would see that information. In addition, the utility customer will be able to see all transactions on their account in the "Bills and Payments" area of the portal in real time.

Realtime adjustments are visible through the current balance due, otherwise, the bill will reflect the adjustments in the following period.

Technical and Compliance Questions

15. Who is the backend credit card processor for this system? Will the city handle credit card data locally? If so, how is PCI compliance managed?

We have partnered with a company called Zift as the payment processor. Zift would replace your processor for anything that comes through the portal. The payment information is stored by Zift, not locally in Caselle. There is a token stored when the customer saves their card in their wallet or enables autopay. However, neither the



credit card information nor ACH information is stored absolving you of having to be PCI compliant.

16. Will this eliminate the need to go through a third-party processor before funds reach the bank?

Your payments will be processed through the Caselle payment portal and deposited directly into your account by Zift, our credit card processor.

17. Can refunds be processed internally for credit card payments? What happens when a payment is returned and considered as NSF?

Payments that come back as NSF (for example a payment from a checking account) will get posted back to the system as a negative receipt automatically.

Refunds can also be processed internally if necessary.

18. Are there reports or alerts for returned/declined payments, and can we assess fees?

Yes, our credit card processor, Zift, will provide a report/list of returned payments. You can then manually bill the accounts for any NSF fees through the Caselle application.

19. How are real-time payments reflected in the general ledger?

The payments are posted in real time to the Cash Receipting module. They are then updated to the General Ledger as part of the regular General Ledger Update process in Cash Receipting.

20. How does daily close-out and reconciliation work?

The payments are designed to post to Cash Receipting so that they match the posting to your bank account. All payments for the day will be deposited together into your bank account and will match the deposit in your bank reconciliation. We also have reports on the portal to assist in the reconciliation as needed.

Hardware and Terminal Compatibility

21. Can we continue to use existing credit card readers, or are new terminals required? If we already have swipe terminals, are they compatible with this platform?

AGENDA ITEM REQUEST FORM

Date of Meeting: February 17, 2026

Department: Treasurer

Presenter: Michelle Rhodes

Time Needed to Present: 10 minutes

1. ITEM TITLE:

Transition phone lines over to coincide with IT company

2. THE "PLAIN ENGLISH" SUMMARY:

Transition our phone lines to a new provider that aligns more effectively with our IT company. This change will enable text messaging capabilities for communication with citizens, provide reliable and responsive support, and result in ongoing monthly cost savings.

3. STRATEGIC GOAL ALIGNMENT:

(Which City Goal does this support?)

- ☒ Fiscal Responsibility
- ☐ Infrastructure & Growth
- ☒ Public Safety
- ☐ Community Engagement / Quality of Life

4. TYPE OF ACTION:

- ☒ Consent Agenda (Routine/Contract/Appointment)
- ☐ Strategic Business (Ordinance/Policy Change - Requires Public Input)
- ☐ Work Session Only (Discussion/Update)

5. BUDGET IMPACT:

\$ minimal one-time fee (Funding Source: There would also be a savings of over \$200 monthly after installation)



Outlook

Elevate Phones with Les Olson IT

From Wade Barrus <wbarrus@lesolsoncompany.com>

Date Mon 2/2/2026 8:37 AM

To Michelle Rhodes <mrhodes@tremontonciv.gov>; Jamie Stokes <jstokes@tremontonciv.gov>

Hi Michelle and Jamie,

Per our conversation, here's the advantages of moving to Les Olson IT for your phones:

You will be saving \$250 per month

Unlimited Support from the LOC IT Telecom team

Free install and setup from our team

Free Training any time you need it

We will help setup the campaign so you can use the texting feature without worry.

Let me know if you need anything else from me.

Thanks,

Wade Barrus, IT Solutions Account Executive

385-758-4003 | lesolson.com

Your Office Technology Partner

1750 West 12th St., | Marriott-Slaterville, Utah 84404



RESOLUTION NO. 26-13

A RESOLUTION OF THE TREMONTON CITY COUNCIL ADOPTING THE REVISED TREMONTON CITY COMPENSATION AND CLASSIFICATION PLAN

WHEREAS, the City maintains an adopted Compensation and Classification Plan to ensure that all municipal positions are accurately described, properly classified, and aligned with organizational needs; and

WHEREAS, the City has reviewed its current organizational structure and determined that the position of Assistant City Manager is no longer required in its present form; and

WHEREAS, the duties, responsibilities, and operational needs of the organization support the creation of the position of Finance Director, which will assume financial management, budgeting, reporting, and related administrative functions; and

WHEREAS, the City has further reviewed the responsibilities within the Community Development Department and determined that the position of Community Development Director should be reclassified to the full-time position of Planner II and part-time position of Zoning Administrator to more accurately reflect the scope of zoning administration, land-use planning, and development review duties performed; and

WHEREAS, these updates are necessary to maintain an efficient organizational structure, ensure accurate job descriptions, and support the effective delivery of municipal services; and

WHEREAS, the City desires to formally amend its Compensation and Classification Plan to reflect these position changes and ensure appropriate placement within the City's pay structure.

NOW, THEREFORE, BE IT RESOLVED that the Tremonton City Council approves the revised Tremonton City Compensation and Classification Plan as attached in Exhibit "A."

Adopted and passed by the governing body of Tremonton City Corporation this 17th day of February 2026. Resolution to become effective upon adoption.

TREMONTON CITY
A Utah Municipal Corporation

By: Bret Rohde, Mayor

ATTEST:

Cynthia Nelson, City Recorder

EXHIBIT “A”

TREMONTON CITY CLASSIFICATION AND COMPENSATION PLAN

Adopted with Resolution No. 26-13

Level A-1		Pay Range	
	Position	Minimum Pay	Maximum Pay
General Scale	Concession Stand Worker	\$11.89	\$17.38
	Site Supervisor-Scorekeeper-Rec Aide	\$11.89	\$17.38
	Umpire-Official-Instructor I	\$11.89	\$17.38
	Paid Interns	\$11.89	\$17.38

Level A-2		Pay Range	
	Position	Minimum Pay	Maximum Pay
General Scale	Assistant Librarian/Substitute	\$13.27	\$21.20
	Janitor-Public Works	\$13.27	\$21.20
	Janitor-Senior Center	\$13.27	\$21.20
	Receptionist-Senior Center	\$13.27	\$21.20
	Activity Specialist	\$13.27	\$21.20
	Cook/Cook Substitute	\$13.27	\$21.20
	Lunch Driver/Substitute	\$13.27	\$21.20

Level A-3		Pay Range	
	Position	Minimum Pay	Maximum Pay
General Scale	Field Preparation Worker	\$14.56	\$23.70
	Parks Maintenance Worker	\$14.56	\$23.70
	Main Street Maintenance Worker	\$14.56	\$23.70
	Compost Facility Attendant	\$14.56	\$23.70
	Lead Cook	\$14.56	\$23.70

Level B-1		Pay Range	
	Position	Minimum Pay	Maximum Pay
General Scale	Clerk I-Accounts Payable	\$17.20	\$25.97
	Clerk I-Admin. Asst. Senior Center	\$17.20	\$25.97
	Clerk I-Billing Clerk	\$17.20	\$25.97
	Clerk I-Judicial Assistant	\$17.20	\$25.97
	Clerk I-Lead Librarian	\$17.20	\$25.97
	Clerk I-Records Clerk/Evidence Tech	\$17.20	\$25.97
	Clerk I-Public Works Office Assistant	\$17.20	\$25.97

Level B-2		Pay Range	
	Position	Minimum Pay	Maximum Pay
General Scale	Clerk II-Deputy Recorder	\$20.06	\$29.68
	Emergency Management Coordinator	\$20.06	\$29.68
	Food Pantry Director	\$20.06	\$29.68
	Head Groundskeeper	\$20.06	\$29.68
	Recreation Program Coordinator	\$20.06	\$29.68
	Communication/Events Coordinator	\$20.06	\$29.68
	Animal Control Officer	\$20.06	\$29.68
	School Crossing Guard	\$20.06	\$29.68
	Bailiff	\$20.06	\$29.68
	Umpire-Official-Instructor II	\$20.06	\$29.68
Public Works	Public Works Uncertified	\$22.74	\$32.37

Level B-3		Pay Range	
	Position	Minimum Pay	Maximum Pay
General Scale	Parks Superintendent	\$26.16	\$38.50
	Payroll Administrator	\$26.16	\$38.50
	Code Administrator	\$26.16	\$38.50
	Zoning Administrator	\$26.16	\$38.50
	Public Works Certified	\$26.16	\$38.50
	Recreation Supervisor	\$26.16	\$38.50

Level C-1		Pay Range	
	Position	Minimum Pay	Maximum Pay
General Scale	Library Director	\$27.30	\$38.64
	Senior Center Director	\$27.30	\$38.64
	Clerk II-Admin Asst./Evidence Tech	\$27.30	\$38.64
	Public Works Lead-Streets	\$27.30	\$38.64
	Public Works Lead-Water	\$27.30	\$38.64
	Public Works Lead-Wastewater	\$27.30	\$38.64
	Planner II	\$27.30	\$38.64
	Umpire-Official-Instructor III	\$27.30	\$38.64

Level C-2		Pay Range	
	Position	Minimum Pay	Maximum Pay
General Scale	Parks and Recreation Director	\$31.89	\$47.29
	Treasurer/Billing Lead	\$31.89	\$47.29
	City Recorder	\$31.89	\$47.29
	HR Director	\$31.89	\$47.29

Level C-3		Pay Range	
	Position	Minimum Pay	Maximum Pay
General Scale	Public Works Operations Manager	\$34.65	\$51.17

Level C-4		Pay Range	
	Position	Minimum Pay	Maximum Pay
General Scale	Public Works Assistant Director	\$37.40	\$55.05
	Community Services Director	\$37.40	\$55.05
	<u>Community Development Director</u>	<u>\$37.40</u>	<u>\$55.05</u>

Level D-1		Pay Range	
	Position	Minimum Pay	Maximum Pay
General Scale	Fire Chief	\$43.89	\$66.34
	Public Works Director	\$43.89	\$66.34
	<u>Finance Director</u>	<u>\$43.89</u>	<u>\$66.34</u>
	<u>Assistant City Manager</u>	<u>\$43.89</u>	<u>\$66.34</u>

Level D-2		Pay Range	
	Position	Minimum Pay	Maximum Pay
General Scale	City Manager	\$51.40	\$75.71

Elected Officials & Judge		Pay Range	
	Position	Minimum Pay	Maximum Pay
General Scale	City Council (Annual)	\$2,734.78	\$2,734.78
	Justice Court Judge (Annual) ¹	\$27,625.50	\$35,518.50
	Mayor (Annual)	\$5,240.77	\$5,240.77

¹Note: The Justice Court Judge's salary range for the Fiscal Year 2025 is calculated by the Administrative Office of the Courts as per UCA 78A-7-206.

Fire Dept & EMS Part-Time/Paid On-Call		Pay Range	
	Position	Minimum Pay	Maximum Pay
General Scale	EMT Advanced/Firefighter Trainee	\$17.32	\$29.85
	Firefighter II/EMT Advanced	\$20.30	\$32.85
	Paramedic	\$23.89	\$37.62
Certifications	Hazmat Technician Certification¹	\$0.50	\$0.50
	Confined Space Rescue 1 & 2¹	\$0.50	\$0.50
	Machinery Rescue 1¹	\$0.50	\$0.50
	Rope Rescue 1 & 2¹	\$0.50	\$0.50
	Structural Collapse Rescue 1 & 2¹	\$0.50	\$0.50
	Surface Water Rescue 1 & 2¹	\$0.50	\$0.50
	Trench Rescue 1 & 2¹	\$0.50	\$0.50
	Vehicle Extrication 1 & 2¹	\$0.50	\$0.50

¹Note: Employees that have a valid certification shall receive the corresponding certification pay increase in addition to the pay enumerated in the Fire Department General Scale up to a maximum of \$2.00 per hour.

Fire Dept. Part-Time Misc. Pay		Pay Range	
	Position	Minimum Pay	Maximum Pay
General Scale	Battalion Chief	\$23.32	\$35.26
	Captain	\$22.18	\$34.11

On-Call Pay		
	Position	Paid Compensation
General Scale	Police Officers	2 hours of the employee's regular rate of pay for each period that an employee is on an on-call status
	Public Works	

Police Pay Scale 2025-2026

(Scale to adjust with yearly COLA)

(Step Scale)

Police Officer

	T	1	2	3	4	5	6	7	8	9	10	11
PO3					35.25	36.66	38.12	39.65	41.23	42.88	44.60	46.38
PO2			32.59	33.89								
PO1		31.33										
POST	30.13											

Sergeant

	1	2	3	4	5
SGT	50.09	51.35	52.63	53.94	55.29

Lieutenant

	1	2	3	4	5
LT	53.05	54.48	55.91	57.34	58.77

Chief of Police

	1	2	3	4	5
Chief	62.41	64.15	65.89	67.63	69.37

Fire Department Pay Scale 2025-2026

(Scale to adjust with yearly COLA)

(Step Scale)

Firefighter/AEMT

	1	2	3	4	5	6
FF/AEMT	19.11	19.57	20.04	20.52	21.00	21.47

Firefighter/Medic

	1	2	3	4	5	6
FF/MEDIC	22.68	23.01	23.34	23.66	24.00	24.32

Senior Firefighter/AEMT

	1	2	3	4	5	6
SR FF/AEMT	22.18	22.65	23.11	23.59	24.06	24.53

Senior Firefighter/Medic

	1	2	3	4	5	6
SR FF/MEDIC	24.68	25.10	25.54	25.97	26.41	26.83

Engineer

	1	2	3	4
Engineer	27.30	27.71	28.01	28.43

Engineer/Medic


	1	2	3	4
Eng/MEDIC	28.37	28.69	29.02	29.33

Captain

	1	2	3	4	5	6	7	8	9	10	11
Capt	28.97	29.82	30.69	31.54	32.40	33.27	34.12	34.97	35.84	36.70	37.55

Captain/Medic

	1	2	3	4	5	6	7	8	9	10	11
Capt/ Med	29.68	30.54	31.40	32.25	33.12	33.96	34.82	35.70	36.54	37.41	38.27



Formation of the Citizen's Advisory Committee (CAC)

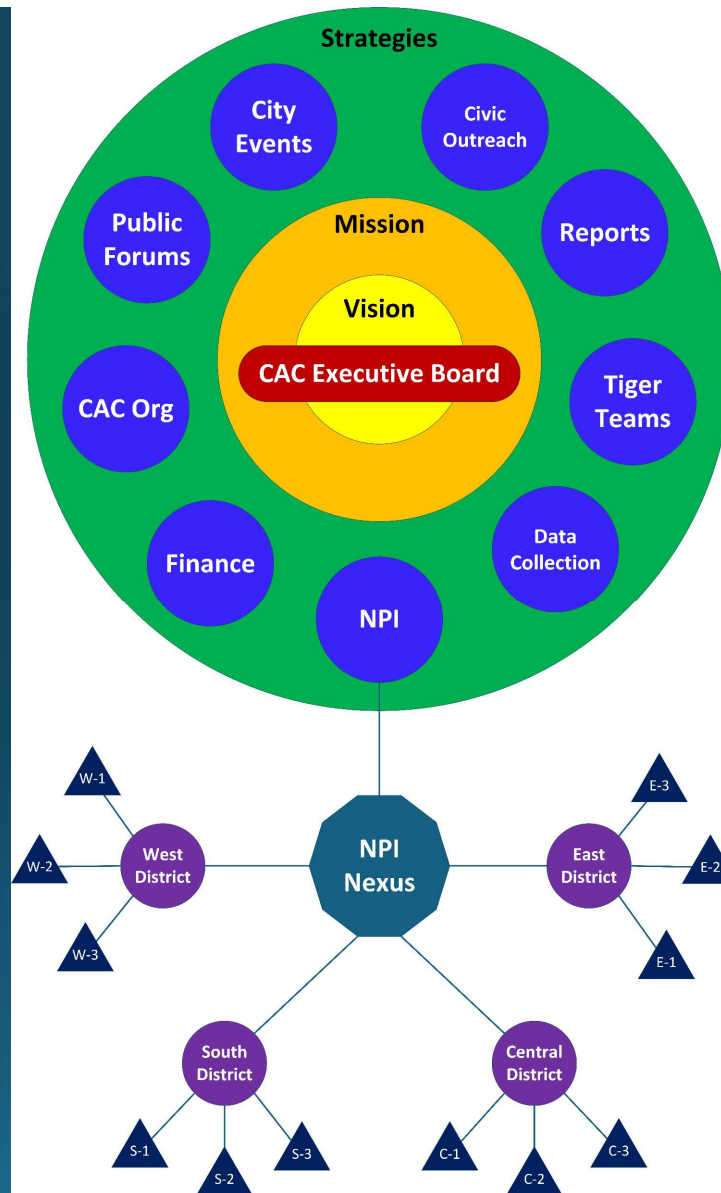
Presentation to the
Tremonton City Council
17-Feb-2026

Vision & Mission

- A city where residents and local leaders work collaboratively to shape shared priorities, solutions, and long-term outcomes
- A civic culture in which residents feel empowered, informed, and connected, with confidence that their voices influence decisions
- Foundational elements of trust, transparency, accountability, and mutual respect
- Ongoing, two-way dialogue that nurtures shared ownership of civic challenges/opportunities
- Serve as a formal advisory body that facilitates sustained, inclusive resident involvement
- Establish accessible, structured avenues for residents to share perspectives, priorities, and ideas
- Evaluate needs and proposals using complete, transparent, and data-informed approaches
- Develop and present clear, resident-informed recommendations to the City Council
- Design and host engagement activities and feedback mechanisms that broaden participation, deepen understanding, and reinforce residents' influence on civic decisions

Key Principles

- Only work items within work scope defined by committee charter
- Treat everyone with respect (Utah Dignity Index)
- Transparency and accountability of actions and decisions
- Collaboration within the city government and local residents
- Provide structured channels for resident input
- Provide complete (pro/con) recommendations to the city council
- Report regularly on engagement activities and outcomes
- Facilitate resident participation in matters of community interest
- Actively solicit resident opinions on major plans/issues



Approach / Strategies

Reports and Recommendations

- The CAC will regularly provide reports and recommendations to the city council based on citizen feedback and data collection with no omission of contrary opinions

Public Forums

- The CAC will regularly host open forums with two-way dialogue

Civic Outreach

- The CAC will help facilitate ways to help the community and provide ways for volunteers to serve in areas such as the senior center, the local food bank, and similar assistance programs

City-Wide Events

- The CAC will work with event organizers to provide ways for citizens to volunteer for events such as Hay Days, the Farmers' Market, and other major events

Approach / Strategies

Financial Advisement

- The CAC will have volunteers with financial backgrounds to help better organize and report financial items, plus help work estimates for proposed projects

NPI (Neighborhood Partnership Initiative)

- Once the CAC is fully formed, the current NPI program will be integrated with the CAC to provide enhanced structure and communication between the city and the residents

Data Collection

- The CAC will facilitate providing data to citizens and collecting information for the city council by working as a conduit for information collection and flow in both directions

Tiger Teams

- As needed, the CAC will form teams to address the needs of the city, such as forming a team to collect citizen opinion and ideas on major change proposals/concepts

Board Structure

Number of Members

- The board will be seven total members, comprised of one chair and six additional members representing each of the six voting precincts

Appointment Process

- Members will be selected based on applications and interviews, with nominees presented to the city council for formal confirmation

Terms of Service

- Once fully formed, CAC board members will serve three-year terms, with ends of terms staggered to facilitate continuity and momentum

City Council Liaison

- A member of the city council will serve as an advisor and resource for the CAC, but the council member will not be a voting member

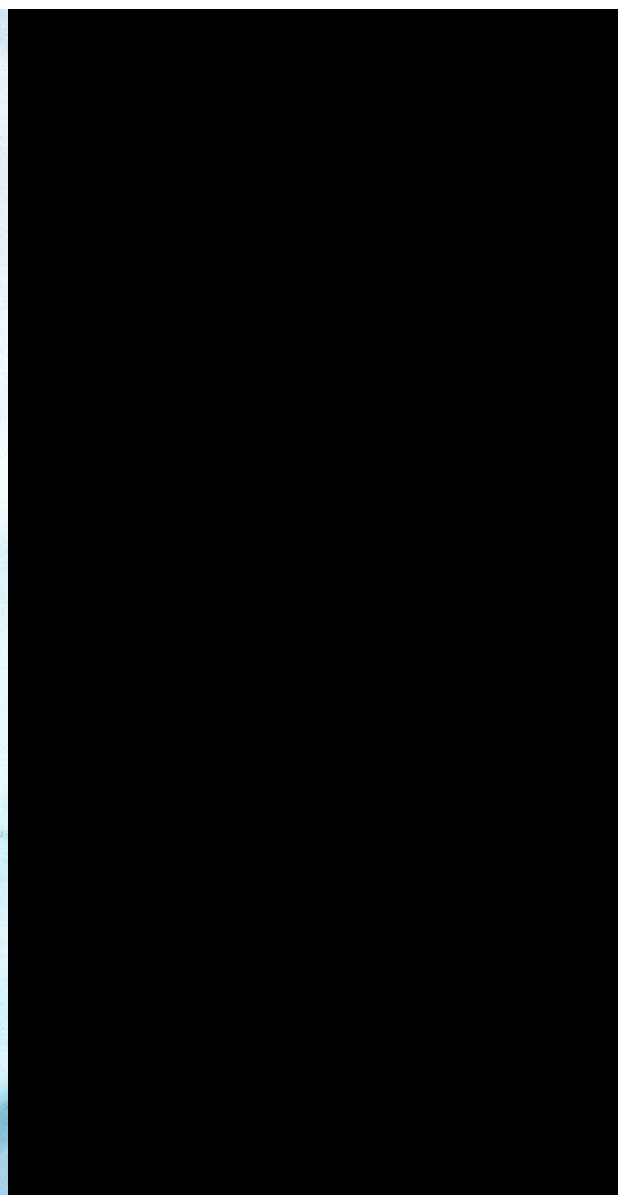
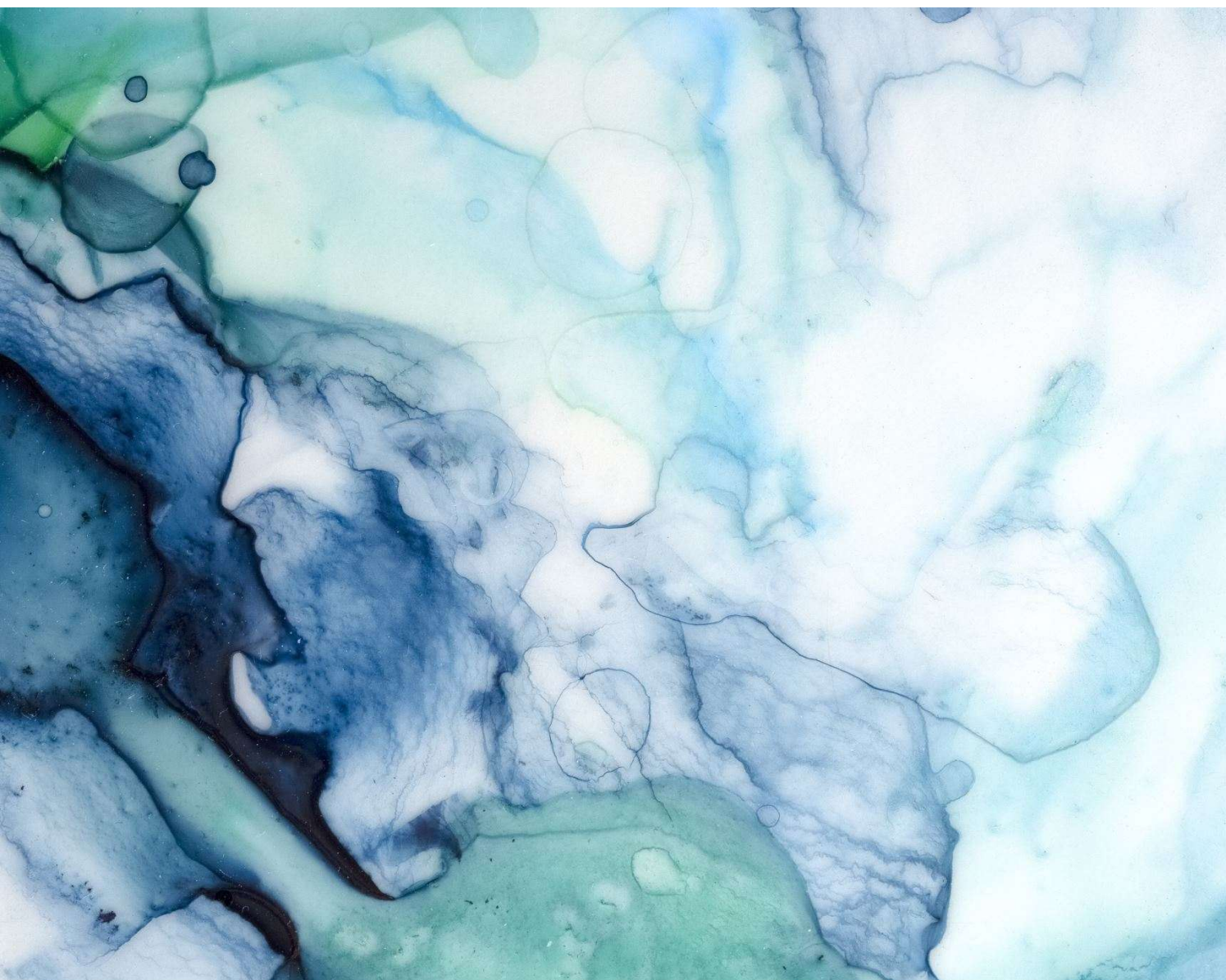
Citizen Involvement

Citizens can participate in multiple ways

- Apply to serve on the committee executive board
- Sign up to serve on one (or more) of the committee focus areas
- Volunteer to support specific service events and activities
- Bring ideas / comments to public forums
- Submit feedback / proposals online or in writing at the city offices

Next Steps

1. Draft, finalize, and adopt committee charter and bylaws
2. Establish board member selection process
3. Provide orientation and training for board members
4. Set annual work plan
5. Develop engagement methods and tools
6. Define communications strategy
7. Set reporting and meeting cadence
8. Develop feedback evaluation framework
9. Formalize annual evaluation and reporting guidelines
10. Integrate with city planning and budget cycles



AGENDA ITEM REQUEST FORM

Date of Meeting: 2/17/2026

Department: Planning

Presenter: Jeff

Time Needed to Present: 5 mins

1. ITEM TITLE:

Development Agreement for River Valley PUD

2. THE "PLAIN ENGLISH" SUMMARY:

An agreement between Heritage Land Development and Tremonton City for the use of
Chapter 1.33 Planned Unit Development for portions of the River Valley project.

3. STRATEGIC GOAL ALIGNMENT:

(Which City Goal does this support?)

- ☐ Fiscal Responsibility
- ☒ Infrastructure & Growth
- ☐ Public Safety
- ☐ Community Engagement / Quality of Life

4. TYPE OF ACTION:

- ☒ Consent Agenda (Routine/Contract/Appointment)
- ☐ Strategic Business (Ordinance/Policy Change - Requires Public Input)
- ☐ Work Session Only (Discussion/Update)

5. BUDGET IMPACT:

\$ _____ (Funding Source: _____)

RESOLUTION NO. 26-14

A RESOLUTION OF TREMONTON CITY CORPORATION ADOPTING RIVER VALLEY PUD

WHEREAS, the Developer desires to develop real property situated in the corporate city limits of Tremonton City, Box Elder County, State of Utah; and

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

WHEREAS, the Development Review Committee has approved the Hidden Valley Final Plat; and

WHEREAS, Section 2.04.045 of the City's Land Use Code requires a Development Agreement between the City and the Developer; and

WHEREAS, Section 2.05.045 A of the City's Land Use Code requires that the Developer provide a financial guarantee that all required improvements by City ordinance for the subdivision shall be constructed within one year from the recordation of the plat and that these required improvements remain free from defect for one year from the date that all improvements pass City inspection.

NOW THEREFORE BE IT RESOLVED by the Tremonton City Council that the River Valley PUD Development Agreement, as attached in Exhibit "A" is approved.

Adopted and passed by the governing body of Tremonton City Corporation on this 17th day of February, 2026.

TREMONTON CITY
A Utah Municipal Corporation

By _____
Bret Rohde, Mayor

ATTEST:

Cynthia Nelson, City Recorder

EXHIBIT “A”

**RIVER VALLEY P.U.D.
DEVELOPMENT AGREEMENT**

THIS PLANNED UNIT DEVELOPMENT AGREEMENT (hereinafter "Agreement"), is made and entered into this ____ day of _____, 2026, by and between the TREMONTON CITY, a body corporate and politic of the State of Utah, (hereinafter the "City") and _____. (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:

LEGAL DESCRIPTION

Part of the Southeast Quarter of Section 5, Township 11 North, Range 3 West of the Salt Lake Baseline and Meridian described as follows:

Commencing at the Southeast Corner of Section 5, Township 11 North, Range 3 West of the Salt Lake Baseline and Meridian monumented with a Railroad Spike thence N00°32'10"E 1555.20 feet along the section line; thence West 1816.68 feet to the southeast corner of Phase 9 River Valley, thence N 89°30'51" W 211.96 feet to the POINT OF BEGINNING and running thence N 89°30'51" W 15.46 feet; thence S 00°29'09" W 510.24 feet; thence N 89°30'53" W 10.05 feet; thence 390.97 feet along a curve to the right having a radius of 724.00 feet, a central angle of 30°56'26" and a chord which bears N 74°02'39" W 386.24 feet thence N 58°34'26" W 269.12 feet; thence N 00°24'52" E 434.80 feet; thence S 89°32'12" E 627.71 feet; thence South 166.21 feet to the point of beginning, containing 8.38 acres

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 specification of the City, at the time of approval of the Final Plat, subject to a two (2) 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 two (2) years 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 two (2) years 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, conduit for each street light 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

Tremonton reserves the right to adjust the unit cost for these fees as approved through an updated consolidated fees and fines schedule. Fees will be shown as a table included in Appendix "A." Fees for this development will be inclusive of all phases, leaving escrow and construction costs to be per phase.

- A. **Development Processing/Application Fees.** That the Developer pays the development application review fees contained in the City's Consolidated Fee Schedule as follows prior to recording the plat:
- Preliminary Plat Fee. A preliminary plat application fee which is calculated as \$150 plus \$4.00 per lot.
 - Final Plat Fee. A final plat application fee of fee which is calculated as \$250 plus \$40.00 per lot.
 - Construction Drawings. A construction drawing fee which is 1% of the estimated costs of the improvements.
 - 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
- B. **Fee in Lieu Street Signs.** That the Developer pays a fee in lieu per tee intersection and per cross intersection of street signs.
- C. **Fee in Lieu Street Lights.** That the Developer pays a fee in lieu for streetlights before recording the plat. The Developer shall be responsible for installing the conduit for the

street lights per Rocky Mountain Power's standards. It shall be the responsibility of the City to maintain the street lights after installation.

- D. Fee in Lieu Open Space. Pursuant to Chapter 1.33 of the Tremonton City Zoning Code, the Parties acknowledge that the Development may not satisfy the minimum Open Space requirement. In such cases, the City and Developer shall determine the Open Space Fee-in-Lieu for the applicable phase based on one or more of the following methods, as mutually agreed:
- a. **Per-unit Fee Method:** A fixed fee of \$_____ per residential unit;
 - b. **Per-acre Deficiency Method:** The total acreage of deficient Open Space multiplied by \$_____ per acre, representing the fair market cost of acquiring and improving comparable public open space;
 - c. **Percentage-Based Valuation Method:** An amount equal to ____% of the fair market value of the land area required but not provided;
 - d. **Percentage-Based Valuation Method:** An amount equal to ____% of the fair market value of the land area required but not provided;
 - e. **Private Open Space Credit:** HOA-maintained private open space that is accessible and improved may be credited up to ____% toward the required open space obligation;
 - f. **Phase-by-Phase Adjustment:** Fee-in-Lieu shall be recalculated at the time of Final Plat approval for each phase.

For this agreement, the Developer and City agree to method b. Per-acre Deficiency Method. The Development is 8.38 acres with a minimum 15% open space requirement of 1.257 acres. The agreed price per acre is \$50,000, so the Developer is responsible for \$62,850 paid to the City. Because of the storm drain basin in Paragraph K, the Developer may construct a portion of this pond equal to the fee-in-lieu with an itemized receipt showing the dollar amount has been met and the work meets the Public Work Standards.

- E. Private Streets. That the Developer and City agree that all streets within the Development are private streets because they are not being built to the City's standards for width or construction and are to be maintained by the respective homeowner's association. The Developer shall expressly include language regarding the perpetual maintenance obligation of these private streets in the homeowner's association, Covenants, Conditions, and Restrictions.
- F. Utilities in the Private Streets. The Developer shall design and construct the utilities within these private streets to the City's construction standards. The following utilities are dedicated within the private streets to Tremonton City to be owned and maintained: culinary water, secondary water, sewer collection, and storm drain. The Developer shall bond for all culinary water, secondary water, sewer collection, and storm drain within a private street.
- G. Bear River Water Canal Shares. In accordance with Section 2.06.105 of the Tremonton City Land Use Code, the Developer dedicates to Tremonton 4.90 water shares in the Bear

River Canal Company. At the time of the signing of this Agreement, the City acknowledges that the Developer has dedicated the required water shares.

- H. Notice to Rocky Mountain Power. In accordance with Tremonton City Ordinance No. 20-07, before the City approves any new subdivision and before 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

- I. Open Trench & UTOPIA. Per Section 2.06.060 of the Tremonton City Land Use Code, the Developer will 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 the appropriate UTOPIA representatives to coordinate the open trench:

Sylvan Stewart
OSP Senior Manager
Office: (801) 613-3871
ssewart@utopiafiber.com

James Miller
OSP Project Manager
Cell: (801) 389-8908
jmiller@utopiafiber.com

- J. BR Mountain Road. As part of Phase 8 of the River Valley Development, the Developer and the City agreed to a cost sharing for the improvements of BR Mountain Road. Based on the Cost Sharing Breakdown in Appendix "B," the Developer and City previously agreed to splitting the project at 35.59% and 64.41% respectively. The City agrees to construct their portion or pay the Developer the associated costs of construction as part of Phase 12 as shown in the Preliminary Plat seen in Appendix "C."
- K. Regional Storm Drain Basin. Prior to the completion of Phase 12 and the BR Mountain Road, the City shall construct the Regional Storm Drain Basin to capture and discharge the runoff for the area. The City Engineer shall coordinate with the Developer's Engineer about pertinent design information.
- L. Exterior Materials. Per Section 1.16.125 of the Tremonton City Land Use Code, all building structures shall be constructed out of masonry materials, including but not limited to stone, stucco, cement board, etc.

- M. Utility Upsizing. Per Section 2.05.020 of the Tremonton City Land Use Code, the City will pay the actual incremental pipe costs to upsize the Storm Drain as shown in the Engineer's Estimate. This cost is shown as part of Exhibit "D" The City will pay the Developer for the actual cost to increase pipe upon inspecting that the work has been completed and submission of sufficient documentation that verifies the actual cost of the upsizing.
- N. Constructed According to Approved Plans. The Developer agrees to construct all improvements according to the approved construction plans, approved landscape plans, and building plans.
- O. Trees. Developer to install all trees within the Development as shown on the landscape plan.
- P. Bonus Density. Per Section 1.33.015 of the Tremonton City Land Use Code, the Developer qualifies for bonus densities as seen in Appendix "E."

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, OSHA, 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: Heritage Land Development
 470 North 2450 West
 Tremonton, Utah 84337

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.

By: _____
Mayor, Tremonton City

City Recorder

Byz

Print Name:

By:

Print Name: _____

State of Utah

County of Box Elder)

On this 4TH day of FEBRUARY, in the year 2026, before me Melisa Kim Casselman
a notary public, personally appeared JAY STOCKINGER,
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

State of Utah)
County of _____) §

Notary Public

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 "D" 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 "D" 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

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 "D." 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.

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 "A" BR MOUNTAIN ROAD

BR Mountain Road Expansion Project

Construct Next Phase of BR Mountain Road

Date: 4/11/2023

Concept Cost Estimate

Location:



Item	Description	Qty	Unit	Unit Price	Total
MINOR ARTERIAL ROADWAY W/ TRAIL (80' ROW)					
1	Clear and Grub Proposed Roadway and Sidewalk area	109,840	sf	\$0.15	\$16,476.00
2	Excavate to Subgrade and General Site Grading	1	ls	\$11,000.00	\$11,000.00
3	Furnish and Install Mirafi RS 2080i Geotextile	7,931	sy	\$2.00	\$15,862.00
4	Furnish and Install Imported Granular Material (14" min)	6,995	ton	\$16.50	\$115,417.50
5	Furnish and Install Road Base (10" min)	5,175	ton	\$19.33	\$100,032.75
6	Furnish and Install Asphalt Pavement (3.5" min)	1,613	ton	\$75.00	\$120,975.00
7	Furnish and Install 30" Curb and Gutter	2,745	lf	\$19.50	\$53,527.50
8	Furnish and Install Concrete Flatwork	13,552	sf	\$4.88	\$66,133.76
9	Furnish and Install Landscape Rock over Weed Barrier	12,353	sf	\$2.00	\$24,706.00
ROADWAY SUBTOTAL =					\$524,130.51
10	Furnish and Install 8" PVC C900 Waterline	1,385	lf	\$55.00	\$76,175.00
11	Furnish and Install Fire Hydrant Assembly	3	ea	\$6,688.00	\$20,064.00
12	Connect to Existing Water	1	ea	\$1,500.00	\$1,500.00
CULINARY WATER SUBTOTAL =					\$97,739.00
13	Furnish and Install 8" PVC Sewer Line	1,245	lf	\$35.00	\$43,575.00
14	Furnish and Install 4' Diameter Sewer Manhole	6	ea	\$7,750.00	\$46,500.00
15	Connect to Existing Sewer	1	ea	\$2,500.00	\$2,500.00
SANITARY SEWER SUBTOTAL =					\$92,575.00
16	Furnish and Install 18" RCP Storm Drain Line	1,400	lf	\$69.59	\$97,426.00
17	Furnish and Install 36" RCP Storm Drain Line	80	lf	\$115.50	\$9,240.00
18	Furnish and Install 48" RCP Storm Drain Line	80	lf	\$100.00	\$8,000.00
19	Furnish and Install 4' Diameter Storm Manholes	5	ea	\$4,233.00	\$21,165.00
20	Furnish and Install Type II Catch Basin	8	ea	\$3,831.00	\$30,648.00
21	Connect to Existing Storm Drain	1	ea	\$1,200.00	\$1,200.00
STORM DRAIN SUBTOTAL =					\$167,679.00
22	Furnish and Install 6" Secondary Water Line	1,215	lf	\$43.92	\$53,362.80
SECONDARY WATER SUBTOTAL=					\$53,362.80
OVERALL PROJECT SUBTOTAL =					\$935,486.31
10%± Contingency & Engineering =					\$93,548.63
TOTAL PROJECT=					\$1,029,034.94
HERITAGE RESPONSIBILITY (PARCELS A & B)=					\$366,212.70
% OF OVERALL PROJECT=					35.59%
CITY RESPONSIBILTY (ASHFIELD APARTMENTS & REMAINDER)=					\$662,822.24
% OF OVERALL PROJECT=					64.41%
ROADWAY=					\$417,284.75
CULINARY WATER=					\$53,756.45
SANITARY SEWER=					\$50,916.25
STORM DRAIN=					\$111,515.25
SECONDARY WATER=					\$29,349.54

HERITAGE-PARCEL "A"					
Item	Description	Qty	Unit	Unit Price	Total
MINOR ARTERIAL ROADWAY (66' ROW)					
1	Clear and Grub Proposed Roadway and Sidewalk area	21,318	sf	\$0.15	\$3,197.70
2	Excavate to Subgrade and General Site Grading	1	ls	\$1,870.00	\$1,870.00
3	Furnish and Install Mirafi RS 2080i Geotextile	1,366	sy	\$2.00	\$2,732.00
4	Furnish and Install Imported Granular Material (12" min)	1,205	ton	\$16.50	\$19,882.50
5	Furnish and Install Road Base (8" min)	891	ton	\$19.33	\$17,223.03
6	Furnish and Install Asphalt Pavement (3" min)	280	ton	\$75.00	\$21,000.00
7	Furnish and Install 30" Curb and Gutter	648	lf	\$19.50	\$12,636.00
8	Furnish and Install Concrete Flatwork	2,592	sf	\$4.88	\$12,648.96
9	Furnish and Install Landscape Rock over Weed Barrier	2,915	sf	\$2.00	\$5,830.00
UTILITIES					
10	Furnish and Install 8" PVC C900 Waterline	346	lf	\$55.00	\$19,043.75
11	Furnish and Install Fire Hydrant Assembly	0.75	ea	\$6,688.00	\$5,016.00
12	Connect to Existing Water	0.25	ea	\$1,500.00	\$375.00
13	Furnish and Install 8" PVC Sewer Line	311	lf	\$35.00	\$10,893.75
14	Furnish and Install 4' Diameter Sewer Manhole	1.50	ea	\$7,750.00	\$11,625.00
15	Connect to Existing Sewer	0.25	ea	\$2,500.00	\$625.00
16	Furnish and Install 15" RCP Storm Drain Line	350	lf	\$56.85	\$19,897.50
17	Furnish and Install 4' Diameter Storm Manholes	1.25	ea	\$4,233.00	\$5,291.25
18	Furnish and Install Type II Catch Basin	2.00	ea	\$3,831.00	\$7,662.00
19	Connect to Existing Storm Drain	0.25	ea	\$1,200.00	\$300.00
20	Furnish and Install 6" Secondary Water Line	304	lf	\$43.92	\$13,340.70
				SUBTOTAL =	\$191,090.14
				10%± Contingency & Engineering =	\$19,109.01
				TOTAL =	\$210,199.15
				% OF OVERALL PROJECT=	20.43%

HERITAGE-PARCEL "B"					
Item	PARCEL "B"	Qty	Unit	Unit Price	Total
MINOR ARTERIAL ROADWAY (66' ROW)					
1	Clear and Grub Proposed Roadway and Sidewalk area	10,560	sf	\$0.15	\$1,584.00
2	Excavate to Subgrade and General Site Grading	1	ls	\$935.00	\$935.00
3	Furnish and Install Mirafi RS 2080i Geotextile	669	sy	\$2.00	\$1,338.00
4	Furnish and Install Imported Granular Material (12" min)	590	ton	\$16.50	\$9,735.00
5	Furnish and Install Road Base (8" min)	437	ton	\$19.33	\$8,447.21
6	Furnish and Install Asphalt Pavement (3" min)	140	ton	\$75.00	\$10,500.00
7	Furnish and Install 30" Curb and Gutter	317	lf	\$19.50	\$6,181.50
8	Furnish and Install Concrete Flatwork	1,268	sf	\$4.88	\$6,187.84
9	Furnish and Install Landscape Rock over Weed Barrier	1,426	sf	\$2.00	\$2,852.00
UTILITIES					
10	Furnish and Install 8" PVC C900 Waterline	346	lf	\$55.00	\$19,043.75
11	Furnish and Install Fire Hydrant Assembly	0.75	ea	\$6,688.00	\$5,016.00
12	Connect to Existing Water	0.25	ea	\$1,500.00	\$375.00
13	Furnish and Install 8" PVC Sewer Line	311	lf	\$35.00	\$10,893.75

14	Furnish and Install 4' Diameter Sewer Manhole	1.50 ea	\$7,750.00	\$11,625.00
15	Connect to Existing Sewer	0.25 ea	\$2,500.00	\$625.00
16	Furnish and Install 15" RCP Storm Drain Line	350 lf	\$56.85	\$19,897.50
17	Furnish and Install 4' Diameter Storm Manholes	1.25 ea	\$4,233.00	\$5,291.25
18	Furnish and Install Type II Catch Basin	2.00 ea	\$3,831.00	\$7,662.00
19	Connect to Existing Storm Drain	0.25 ea	\$1,200.00	\$300.00
20	Furnish and Install 6" Secondary Water Line	304 lf	\$43.92	\$13,340.70
SUBTOTAL =				\$141,830.50
10%± Contingency & Engineering =				\$14,183.05
TOTAL =				\$156,013.55
% OF OVERALL PROJECT=				15.16%

ASHFIELD APARTMENTS					
Item	Description	Qty	Unit	Unit Price	Total
MINOR ARTERIAL ROADWAY (66' ROW)					
1	Clear and Grub Proposed Roadway and Sidewalk area	13,530 sf		\$0.15	\$2,029.50
2	Excavate to Subgrade and General Site Grading	1 ls		\$1,210.00	\$1,210.00
3	Furnish and Install Mirafi RS 2080i Geotextile	866 sy		\$2.00	\$1,732.00
4	Furnish and Install Imported Granular Material (12" min)	764 ton		\$16.50	\$12,606.00
5	Furnish and Install Road Base (8" min)	565 ton		\$19.33	\$10,921.45
6	Furnish and Install Asphalt Pavement (3" min)	180 ton		\$75.00	\$13,500.00
7	Furnish and Install 30" Curb and Gutter	410 lf		\$19.50	\$7,995.00
8	Furnish and Install Concrete Flatwork	1,640 sf		\$4.88	\$8,003.20
9	Furnish and Install Landscape Rock over Weed Barrier	1,845 sf		\$2.00	\$3,690.00
UTILITIES					
10	Furnish and Install 8" PVC C900 Waterline	346 lf		\$55.00	\$19,043.75
11	Furnish and Install Fire Hydrant Assembly	0.75 ea		\$6,688.00	\$5,016.00
12	Connect to Existing Water	0.25 ea		\$1,500.00	\$375.00
13	Furnish and Install 8" PVC Sewer Line	311 lf		\$35.00	\$10,893.75
14	Furnish and Install 4' Diameter Sewer Manhole	1.50 ea		\$7,750.00	\$11,625.00
15	Connect to Existing Sewer	0.25 ea		\$2,500.00	\$625.00
16	Furnish and Install 15" RCP Storm Drain Line	350 lf		\$56.85	\$19,897.50
17	Furnish and Install 4' Diameter Storm Manholes	1.25 ea		\$4,233.00	\$5,291.25
18	Furnish and Install Type II Catch Basin	2.00 ea		\$3,831.00	\$7,662.00
19	Connect to Existing Storm Drain	0.25 ea		\$1,200.00	\$300.00
20	Furnish and Install 6" Secondary Water Line	304 lf		\$43.92	\$13,340.70
SUBTOTAL =				\$155,757.10	
10%± Contingency & Engineering =				\$15,575.71	
TOTAL =				\$171,332.81	
PERCENT OF OVERALL PROJECT=				16.65%	

[illegible]

EXHIBIT “C” CHAPTER 1.33 PLANNED UNIT DEVELOPMENT

CHAPTER 1.33 PLANNED UNIT DEVELOPMENT (PUD)

1.33.005 PURPOSE.

The Planned Unit Development (PUD) is an overlay zone that is applied to a specific property or project in accordance with the provisions of this chapter. It is intended to allow development design flexibility, integration of mutually compatible uses, consolidation of open spaces, clustering of dwelling units, and optimum land planning with greater efficiency, convenience and amenity than is possible under conventional zone regulations. To achieve these purposes, a planned development is one complex land use with a common architectural design theme that provides variety with architectural compatibility, rather than as an aggregation of individual, unrelated buildings located on separate, unrelated lots.

The intent of allowing Planned Unit Developments in the City is to:

1. Encourage the construction of a variety of housing types and lot configurations within the City under conditions and requirements that will ensure development of quality residential environments at a larger scale of sustained desirability and stability;
2. Encourage variety and allow more flexibility in the location of buildings on the land, the grouping of open spaces and number of dwelling units in one building, and allow for a variety of housing types within a single development;
3. Create more attractive and desirable environments within Tremonton City, including the preservation and consolidation of open space for visual enjoyment and recreational use.

(Ord. No. 24-13, 11-19-2024)

1.33.010 PERMITTED USES.

The PUD zone shall be used in combination with existing zoning districts limited to: R1-12, R1-10, R1-8, RM-8, RM-16, and MU; it shall not be used as an independent zoning district. Parcels in a PUD zone shall be indicated with the underlying zoning district on the Tremonton City Zoning Map.

Single and multiple family residential developments are permitted including but not limited to clustered developments, townhomes, condominiums, patio houses, duplexes, garden apartments, and apartments. Attached housing is limited to a maximum of six consecutive units with no more than two shared walls per unit. Mobile/manufactured homes, hotels, recreational vehicle parks and other similar transient residential facilities are not permitted.

Open space uses in a PUD shall include private recreational facilities unless otherwise agreed upon with Tremonton City. Private recreational facilities may include but are not limited to exercise fitness stations, clubhouses, sports courts, and/or swimming pools for the exclusive use of the occupants of the PUD and their guests when approved with the PUD plan. Other park-type amenities, such as playgrounds, trails and walking paths, pavilions, and other outdoor facilities shall be open to the public and maintained by an HOA.

A PUD may provide neighborhood-scale retail or professional offices whereas the Land Use Authority finds the commercial use compatible with the adjacent properties, the general area, or in line with the City's General Land Use Plan. The commercial use should front collector and/or arterial roads as described within the City's Transportation Master Plan. Off-street parking guidelines following Chapter 1.17 may be reduced up to fifty

percent (50%) by the Land-Use Authority upon review of the building use, commercial square footage, and shared parking analysis completed by a licensed traffic engineer.

Accessory Dwelling Units (ADUs) are permitted within a PUD for single-family dwellings only in accordance with Chapter 1.21. All ADUs must submit the required application and receive a permit prior to occupancy.

(Ord. No. 24-13, 11-19-2024)

1.33.015 APPLICATION AND DENSITY.

A developer may make an application for the consideration and approval of a PUD overlay zone. The City Council shall review and may approve such applications after receiving a recommendation from the Planning Commission, as with other legislative matters. A public hearing is required in accordance with applicable State Code and local requirements. A development agreement shall also be required addressing items of mutual concern, including but not limited to open space, density bonuses, phasing plans, infrastructure and other improvements, architectural themes/guidelines, and/or commercial spaces. The City Council shall consider local development patterns and best beneficial uses, including open space and housing affordability, when making determination on the appropriateness of the PUD overlay.

Upon utilization of the PUD over an existing zoning district, variations from the otherwise-applicable development standards of the underlying zone may be permitted and approved by the Land Use Authority; however, this does not include variations to the permitted uses within underlying zoning district. An exception may be the development of small-scale, neighborhood commercial uses as part of a larger-scale overall PUD plan, where property fronts on arterials and/or collectors. Consideration for a PUD requires a minimum project size of five (5) acres. The Land Use Authority may consider a smaller size if the minimum contiguous open space meets the recreational and integrated storm water standards described further in this section.

- A. **Spacing Requirements.** PUDs shall follow the base density of the underlying zone. If a PUD encompasses multiple underlying zones, the permitted units will be the aggregate of the underlying zoning districts. Design and location of the density can be distributed within the PUD without adhering to the base parcel boundaries.

LOT WIDTH REGULATIONS: The minimum width in feet for any lot in the districts regulated by this Chapter.	40
LOT FRONTAGE REGULATIONS: For cul-de-sac lots, minimum frontage in feet:	30
FRONT YARD SETBACK REGULATION: The minimum depth in feet for the front yard for main structures in districts regulated by this Chapter.	20
REAR YARD SETBACK REGULATIONS: The minimum setback in feet for the rear yard in the districts regulated by this Chapter shall be:	20
For Accessory Structures and Garages with no rear opening shall be:	3
SIDE YARD SETBACK REGULATIONS: The minimum side yard setback for one side in feet for any dwelling in districts regulated by this Chapter shall be:	10
Total width of the two (2) side yards required shall equal:	15
Structures on corner lots side setback shall be:	15
For Accessory Structures and Garages with no side openings shall be:	3
CARPORTS. Carports not exceeding six hundred (600) square feet in area and not more than one (1) story in height, when attached to the main building and constructed of fire rated materials, are permitted but may not extend beyond the rear and side yard setbacks.	
HEIGHT REGULATIONS: The maximum height, as measured to the highest point from the finish grade of the ground level, for all buildings in districts regulated by this Chapter shall be in feet:	46
The minimum height of a dwelling in stories above grade:	1
The maximum height of an accessory building in feet:	20

- B. **Density Bonus.** PUDs shall follow the base density of the underlying zone. If a PUD encompasses multiple underlying zones, the permitted units will be the aggregate of the underlying zoning districts. Design and location of the density can be distributed within the PUD without adhering to the base parcel boundaries.

ZONING DISTRICTS	BASE DENSITY (units per acre)	MAXIMUM DENSITY (50% bonus units per acre)
R1-12	3.6	5.4
R1-10	4.3	6.5
R1-8	5.4	8.2
RM-8	8	12
RM-16	16	24

For RR-1 and R1-20 zoning districts, the Land Use Authority may review PUDs that exceed the permitted bonus density. For a project to exceed the permitted bonus density in these areas, the development must: 1) rezone the parcels to an appropriate base zoning as determined by the Land Use Authority and 2) apply the PUD standards of this chapter.

- C. **Additional Density Bonus.** Additional density may be granted to a project that provides additional amenities to the project as part of a high-quality master plan. Density bonuses shall be calculated using a point system based on the qualifications that follow. A project may receive up to 50 points total to determine the density bonus (i.e., 50 points = 50% bonus density per zoning). Amenities may include:

AMENITY	POINTS	QUALIFICATIONS
Open Space	2 points for every 1% of additional open space provided beyond 15% min. requirement	Must meet open space requirements in Sec. 1.33.025
On-Site Recreational Amenities	Up to 10 points	2.5 points for each included amenity
Enclosed Parking	Up to 10 points	5 pts - 75% of units w/garages 5 pts - 25% with covered structure
Streetscape Enhancements	Up to 10 points	2.5 points for each included amenity beyond min. requirements
Renewable/Energy Efficient Systems	Up to 15 points	5 pts - Renewable energy 5 pts - Additional insulation 5 pts - High-efficiency HVAC
Off-site Recreational Amenities	Up to 20 points	2 points for every \$100K of amenities added to existing public open space

1. **Open Space.** One point may be given for the provision of each additional one percent of open space beyond the required fifteen (15%) percent as described in this chapter. See Section 1.33.025 below for Open Space Requirements.
2. **On-Site Recreational Amenities.** The dedication of property for recreational facilities such as swimming pools, pickleball courts, playgrounds, pavilions, clubhouses, walking trail, or

similar improvements will be given 2.5 points for each amenity. Outdoor open space amenities not surrounded by fencing shall be available for use by the public, any outdoor open space amenity surrounded by fencing shall be reserved for the use of the members of the HOA. Indoor activities and facilities, including swimming pools, shall be reserved for the use of the members of the HOA.

- a. **Park and Trails System Improvement Fee-in-Lieu.** In coordination with the City's parks and trails system master plan, and where deemed appropriate by the City, the Developer may pay a fee-in-lieu per unit to the City for system-wide parks and trails improvements. These improvements/fees shall be determined as part of the Development Master Plan process and included in the Development Agreement. (5 points)
3. **Enclosed Parking.** The Developer may receive a density bonus for the integration of covered parking within multi-family housing into the project.
 - a. **Garages.** 75% or more of the attached housing units are provided with an enclosed 1-car or 2-car garage. (5 points)
 - b. **Structural Coverings.** 25% or more of the stacked housing unit parking spaces are covered with permanent structural coverings directly connected to the site's storm drain system. (5 points)
4. **Streetscape Enhancements.** Street trees shall be provided for all PUDs along both public and private streets per the requirements in Chapter 1.18. Streetlights shall also be provided for the illumination of streets and pathways per City standards. Improvements provided for street frontages above and beyond City standards may be eligible for density bonus, as follows:
 - a. **Lighting.** Street lighting used throughout the entire development uses improved aesthetics or supplemental safety features beyond City standards. (5 points)
 - b. **Trees and Landscaping.** In supplement to the City's standard street cross-section, landscaping enhancement may be provided at a minimum of five feet between the sidewalk and the front or side lot property line. (5 points).
 - c. **Street Furniture.** For the Downtown area, the provision of street furniture such as seating, bike racks, etc. (5 points)
5. **Renewable/Energy Efficient Systems.** The Developer may receive a density bonus for the integration of renewable and energy-efficient systems into the project.
 - a. **Renewable Energy System.** Renewable power generation systems may be integrated into the buildings or covered parking structures. The Developer will work with the utility service provider to design and implement the system. The system will be maintained by the development's Home Owners Association. The renewable energy system must offset a substantial portion of the energy demand from the development as quantified by a licensed electrical engineer. (5 points)
 - b. **Additional Insulation.** All dwellings and main buildings have R-19 wall insulation and R-38 ceiling insulation. (5 points)
 - c. **High-Efficiency Heating/Cooling.** All dwellings and main buildings utilize a high-efficiency furnace, air conditioner, and/or heat pump. (5 points)
6. **Off-site Amenities** The Developer may receive a density bonus for the construction of amenities at nearby public parks, trails, or similar spaces. Amenities may include baseball fields, soccer fields, sport courts, sport lighting, pavilions, playground equipment, recreational trails,

splash pads or other similar features providing a recreational use. (2 points for every \$100K of amenities added)

D. Density Bonus for Moderate-Income Housing Units. A PUD may incorporate up to 20 percent additional units beyond the aforementioned standard density limit, provided that these additional units adhere to State moderate-income housing requirements and are deed-restricted to ensure their continued affordability. The deed restrictions must guarantee that the units remain affordable to qualifying moderate-income households for the duration of their use.

E. Density Bonus for Senior Housing (55+) Units. A PUD may incorporate up to 10 percent additional units beyond the aforementioned standard density limit, provided that these additional units are designed for senior-living and are deed-restricted to ensure their continued affordability. The deed restrictions must guarantee that the units remain affordable to qualifying moderate-income households for the duration of their use. Units in this category shall be less than 1,000 square feet in size and clustered around a shared open space.

(Ord. No. 24-13, 11-19-2024)

1.33.020 STREETS AND CIRCULATION.

Public and private roadways shall follow the City design standards for the right-of-way widths and construction as outlined in Title III of City Ordinances. Private streets will be dedicated as public utility easements and all underground improvements will follow City Standards.

A. Traffic Study. As required by the City Engineer, a traffic impact study shall be submitted as part of the preliminary PUD plan to determine traffic generated by the proposed uses. The traffic impact study shall be prepared by a licensed Utah traffic engineer. The study will include an analysis of on-site circulation, capacities of existing streets, number of additional trips generated, origin/destination studies, peak traffic generation, and any additional infrastructure identified in the study.

(Ord. No. 24-13, 11-19-2024)

1.33.025 OPEN SPACE REQUIREMENTS.

For all Planned Unit Developments, not less than fifteen percent (15%) of the gross area of the project site shall be set aside for the use of the occupants for parks, playgrounds, open space or other open areas. All areas required for vehicular access, parking areas, and land which is otherwise required to comply with the minimum yard requirements around buildings, shall not be included in computing the area required for parks, playgrounds or other open space areas, and shall not include areas of sensitive or protected lands (wetlands, floodplains, steep slopes) unless those areas are part of a larger plan to include paths, boardwalks, interpretive areas, etc.

A. Open Space Design. The required open space shall be landscaped with waterwise planting and irrigation as defined in Chapter 1.18. Trees shall be provided within the open space at a rate of ten trees per acre of provided open space. Open space shall include areas of usable, developable land. Detention and retention basins shall not be counted toward meeting the minimum open space requirement unless integrated into a park design in such a way that they may double for recreational use, to the satisfaction of the City. Areas including sensitive or protected lands (wetlands, floodplains, steep slopes) may only be given full credit toward open space acreage requirement if they are part of a larger plan to include amenities such as boardwalks, trails, interpretive areas, nature playgrounds, etc., In no case shall unimproved areas over 25% slope be considered as open space for the purposes of this section.

B. **Location of Open Space.** The location of open space conserved through a Planned Unit Development shall be consistent with the policies and standards contained in the Parks, Open Space, and Trails Master Plan. Required open space areas shall be well planned, walkable, and connected, not a collection of remnants. Where possible, units shall front onto the open space(s). Yard areas within lots shall not be counted toward meeting the minimum open space requirement.

(Ord. No. 24-13, 11-19-2024)

1.33.030 ADDITIONAL DEVELOPMENT STANDARDS.

In addition to the underlying requirements of the base zoning, the following additional development standards shall apply to a Planned Unit Development.

A. **Development Master Plan.** In addition to the other requirements of this Chapter, an application for a Planned Unit Development shall be accompanied by a development master plan, that clearly demonstrates that:

7. 1. The development will be built with a consistent, but not necessarily uniform, character and compatible architectural styles;
8. 2. Overall control during the development process by a single development entity;
9. 3. Design and implementation guidelines to ensure the overall vision is captured and maintained.

B. **Architectural and Design Standards.** The following design materials and features are required and shall appear on the Development Master Plan:

10. 1. A variety of floor plans and building heights, not to exceed three stories.
11. 2. High-quality exterior materials featuring a combination of at least 2 of the following materials: Stone, brick, engineered wood siding, or cement/composite fiberboard (which may be used as 2 separate materials if styles are clearly distinct either in orientation, design or texture), covering at least 40% of all exterior surfaces visible from a public street; a single aforementioned material may be used if it covers 100% of the street-facing façade. Rear/side facades may be composed of a single material such as EIFS or similar material but shall use a wainscot of one of the other aforementioned materials. Side facades facing a public street shall either meet the same requirements of the front façade or shall include a six-foot fence, with all surfaces outside the fenced yard meet the 40% coverage requirement. Transitions in materials shall follow natural lines in the geometry of the building, such as gables, roofline transitions, or building protrusions.
12. 3. A variety of exterior paint/material colors and textures, preventing a uniform or "cookie cutter" appearance.
13. 4. Inclusion of front-facing architectural features such as dormers, front porches, awnings, alcoves, decorative covered door stoops, and similar features. Front doors/main entrances shall face the front yard; main entrances that face a side yard are prohibited.
14. 5. Varied rooflines, which includes but is not limited to having multiple gables extending above the eaves, that there be varied roofline heights between units and gabled roofs.
15. 6. Limit of six (6) units per building for townhomes/rowhouses.
16. 7. Mixing product types together and clustering units around open space is encouraged.
17. 8. See Exhibit A for examples of developments that meet these requirements.

EXHIBIT A — Examples of developments that meet intent of Architectural and Design Standards.

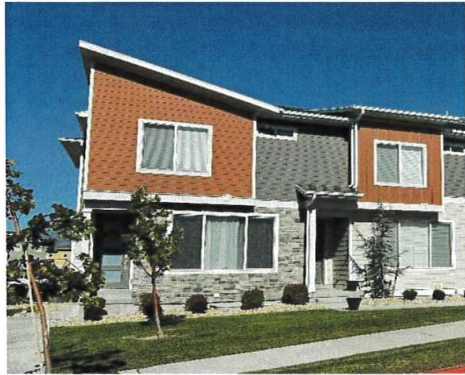
Single-Family Units



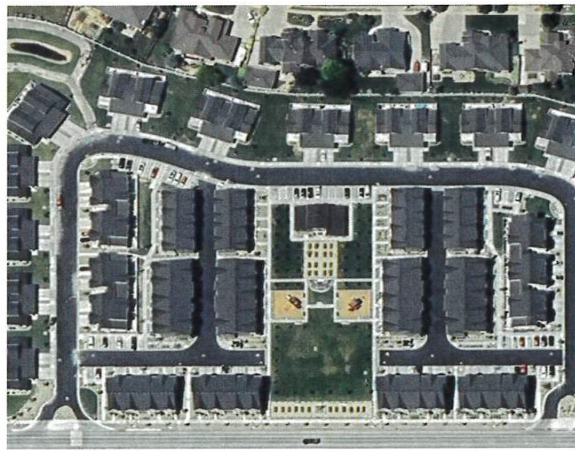
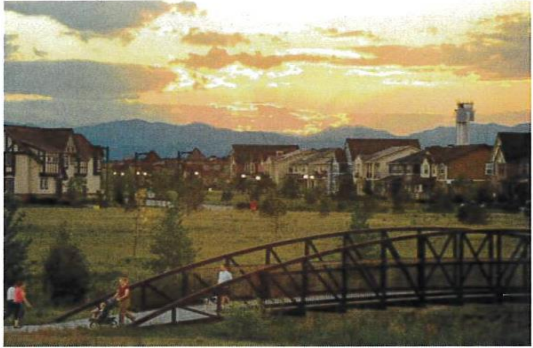
Duplex-Triplex



Townhome/Multifamily



A variety of forms/types together and the clustering of units around open space is encouraged.



C. **Parking and Driveways.** Off-street parking shall follow the guidelines of Chapter 1.17 for stacked residential dwellings or any commercial uses. Required off-street parking shall be distributed throughout the PUD and provide reasonable access to all residential structures within the project. All driveways in this zone shall meet the following minimum requirements:

18. 1. Attached Garage Facing Street: Minimum width equal to opening of garage.
19. 2. Sole Use Driveway to Detached Garage in Rear Yard: Minimum width of ten feet.
20. 3. Common Use Driveway or Accessway (Alley) to Attached or Detached Garage(s) in Rear of Residential Unit: Minimum width of 24 feet; or wider as required to meet fire safety requirements and efficient and safe flow of vehicular and pedestrian traffic.
21. 4. For attached residential units accessed through alleys, a minimum 5' landscape buffer between driveways shall be provided.

D. **Landscaping, Buffering, and Fencing.** Landscaping and fencing shall be provided per the requirements of Chapter 1.18 Landscaping, Buffering, and Fencing Regulations. The Developer shall install street trees in the park strip with an irrigation source in accordance with Chapter 1.18 and the Public Tree Ordinance (Chapter 8-700) of the Tremonton City Revised Ordinances.

(Ord. No. 24-13, 11-19-2024)

1.33.035 VARIATIONS FROM DEVELOPMENT STANDARDS.

The Land Use Authority may review and approve variations from applicable development standards in the underlying zone if it finds that:

1. Granting the variation will not adversely affect the rights of adjacent landowners or residents,
2. Granting the variation will not adversely affect the public health, safety, or general welfare, and
3. Granting the variation will not be opposed to the general spirit and intent of this Chapter.

(Ord. No. 24-13, 11-19-2024)

1.33.040 REVIEW AND APPROVAL.

Applicants may submit a concept plan to the Zoning Administrator and Land-Use Authority to review the requirements in this Chapter. The applicant will follow the City's Preliminary and Final Plat approval process as outlined in Chapter 2.03 and Chapter 2.04, with Construction Drawings submitted during the Final Plat submittal. Qualifications for bonus densities will be quantified during the Preliminary Plat application as reviewed by the DRC. Any site alterations that take place after the Preliminary Plat approval will need to submit a new version of the Preliminary Plat to the DRC. Applicants are encouraged to request a concept plan review meeting with their initial application.

(Ord. No. 24-13, 11-19-2024)

EXHIBIT “D” ENGINEER’S ESTIMATES

EXHIBIT “E” ARCHITECTURAL ELEVATIONS

AGENDA ITEM REQUEST FORM

Date of Meeting: February 17, 2026

Department: Recorder

Presenter: Cynthia Nelson

Time Needed to Present: 5 minutes

1. ITEM TITLE:

Ground Lease Agreement

2. THE "PLAIN ENGLISH" SUMMARY:

Ground lease agreement with Petterson Family Trust for sign

3. STRATEGIC GOAL ALIGNMENT:

(Which City Goal does this support?)

- ☐ Fiscal Responsibility
- ☐ Infrastructure & Growth
- ☐ Public Safety
- ☒ Community Engagement / Quality of Life

4. TYPE OF ACTION:

- ☒ Consent Agenda (Routine/Contract/Appointment)
- ☐ Strategic Business (Ordinance/Policy Change - Requires Public Input)
- ☐ Work Session Only (Discussion/Update)

5. BUDGET IMPACT:

\$ 3,000 (Funding Source: _____)

RESOLUTION NO. 26-15

A RESOLUTION OF THE TREMONTON CITY CORPORATION APPROVING A GROUND LEASE AGREEMENT BETWEEN PETTERSON RANCH LLC & THE PETTERSON IRREVOCABLE TRUST AND TREMONTON CITY FOR A SIGN THAT IS LOCATED ON INTERSTATE 84 SOUTHBOUND IMMEDIATELY BEFORE EXIT 40

WHEREAS, Petterson Ranch LLC & The Petterson Irrevocable Trust, (hereafter referred to as “Petterson”) is the current owner of certain real property with frontage on Interstate 84, near exit 40; and

WHEREAS, there currently exists upon Petterson’s real property a sign which has been used by Tremonton City since 1984 for the purposes of advertising; and

WHEREAS, the current agreement between Petterson and Tremonton City allowing the sign on Petterson’s real property has expired; and

WHEREAS, Tremonton City is desirous for continued use of the sign on Petterson’s real property.

NOW, THEREFORE, be it resolved by the Tremonton City Council that Resolution No. 26-15 is hereby adopted approving an Outdoor Ground Lease Agreement for the sign as in EXHIBIT “A”.

Adopted and passed by the Tremonton City Council on the 17th day of February, 2026. To become effective upon adoption.

TREMONTON CITY
A Utah Municipal Corporation

By: Bret Rohde, Mayor

ATTEST:

Cynthia Nelson, Recorder

EXHIBIT “A”

OUTDOOR GROUND LEASE AGREEMENT FOR A SIGN BETWEEN PETTERSON RANCH LLC & THE PETTERSON IRREVOCABLE TRUST & TREMONTON CITY

THIS OUTDOOR GROUND LEASE AGREEMENT (hereinafter “agreement” or “ground lease”) is made and entered into as of the 17th day of February, 2026, by and between Tremonton City Corp, a body corporate and politic of the state of Utah, (hereinafter “Tremonton”), and Petterson Ranch LLC & The Petterson Irrevocable Trust, (hereinafter “Petterson”). Tremonton and Petterson shall collectively be referred to as “parties”.

RECITALS:

WHEREAS, Petterson Ranch LLC & The Petterson Irrevocable Trust, is the current owner of certain real property with frontage on Interstate 84, near exit 40; and

WHEREAS, there currently exists upon Petterson’s real property a sign which has been used by Tremonton since 1984 for the purposes of advertising; and

WHEREAS, the current agreement between Petterson and Tremonton allowing the sign on Petterson’s real property has expired; and

WHEREAS, Tremonton is desirous for continued use of the sign on Petterson’s real property.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants and consideration hereinafter set forth and other good and valuable consideration, Petterson and Tremonton agree as follows:

ARTICLE I
GROUND LEASE & TERM

1.01 Ground Lease of Premises. Petterson grants unto Tremonton a ground lease to use, operate, inspect, repair, maintain, and if deemed necessary by Tremonton to replace the 12' by 28' sign previously constructed in 1984 together with electrical equipment and connections to illuminate same, together with all braces, footings and appurtenances necessary thereto, over and across and through real property situated in Box Elder County, State of Utah (hereinafter “premises”). The premises include Petterson’s real property with tax identification numbers 05-055-0005 and 05-055-0022. The sign, access, and lighting is more generally located at a point 1320 feet more or less east and 1250 feet more or less North of the SW corner of Section 5, T. 11 N., R. 3 W., S.L.B. & M. The power is more generally located 1320 feet more or less east of the SW corner of Sec. 5, T. 11 N., R. 3 W. then proceed 1250 feet more or less N to the location of the sign. A depiction of the premises is contained in Exhibit “A” of this agreement.

1.02 Term. The term of this ground lease shall be for ten (10) years, that is, it shall commence on the date of execution of the effective date of this document and shall terminate ten (10) years from the date thereof. At the end of 10 years, the agreement shall renew on a year-to-

year basis under the terms of this agreement unless either Petterson or Tremonton serves one of the other notice that they intend to end the agreement.

ARTICLE II COMPENSATION

2.01 Initial Term Compensation. The first-year consideration of this ground lease shall be Three Thousand Dollars (\$3,000) to be paid upon the signing of this agreement. The remaining nine (9) payments shall be paid one each on the anniversary of the signing of this document for the next nine (9) years. Each successive year payment shall be increased by 3% from the preceding year per the following schedule.

Year	Amount
Year 1	\$3,000.00
Year 2	\$3,090.00
Year 3	\$3,183.00
Year 4	\$3,278.00
Year 5	\$3,377.00
Year 6	\$3,478.00
Year 7	\$3,582.00
Year 8	\$3,690.00
Year 9	\$3,800.00
Year 10	\$3,914.00

Compensation shall be made payable to Petterson Ranch LLC and shall be mailed to Lewis Petterson at his home. Current address is 4114 West 1400 South, Ogden, Utah 84401. Said consideration does not constitute payment in full for any damages to the land of the Petterson, his successors and assigns by reason of the installation, operation and maintenance of the structures or improvements or electrical facilities referred to herein.

2.02 Compensation for Damages. Land and crop damages resulting from the installation, operation, maintenance or removal of the structure or improvements or electrical facilities required for the operation of the above sign will be evaluated by Petterson and paid for by Tremonton.

ARTICLE III EFFECTIVENESS & OPERATION OF SIGN

3.01 Maintenance of Signs Effectiveness. Tremonton may trim, cut or remove any shrubs or trees it deems necessary in order to maintain its sign and/or the sign's effectiveness. Petterson shall not obstruct or permit anyone else to obstruct the subject sign in any manner whatsoever.

3.02 Operation of Sign. Tremonton shall have full access to the sign site for installing, servicing, and removing the sign, and for all associated purposes. Also, Tremonton may illuminate the sign, and Petterson shall grant the necessary rights and easements, and otherwise execute such additional documents as may be thus necessary or desirable for the operation of the sign.

3.03 Permits. Tremonton shall obtain all licenses and permits required, and shall pay all fees caused by Tremonton's use of the premises.

3.04 Zoning and annexation: It is the understanding of Petterson that as of the date of initiation of this agreement that the property is not currently zoned by the county of Box Elder and is outside of the city limits of Tremonton. Petterson understands that by not being zoned this allows Tremonton to have a billboard on the property without posing risk of the property losing its agricultural green belt designation. Petterson desires the property to remain not zoned and outside of the city limits as Petterson doesn't want anything to interfere with the agricultural designation of the property and associated taxation. Should Tremonton or Box Elder county take any actions to zone, or annex the property Petterson offers no guarantee of allowing the sign to remain. If action is taken to either annex the property or change the zoning, Tremonton agrees to defend Petterson's desire of remaining not zoned and outside of the Tremonton City limits. Failure to do so by Tremonton shall constitute violation of this agreement in which case Tremonton shall remove subject billboard and artifacts of installation and will remain liable for the annual payments for the balance of this agreement. Should both Tremonton and Petterson fail to achieve remaining not zoned, and if having the billboard remain on the property poses risk to the annual taxation and status of the property, Tremonton agrees to remove the billboard.

ARTICLE IV MISCELLANEOUS

4.01 Ownership of Sign. As long as the agreement remains in place, the sign and the associated permits are and shall remain the property of Tremonton. If Petterson ends the lease, Tremonton may remove the same from the premises. If Tremonton ends the lease, Petterson can choose to take ownership of the sign and associated permits or have Tremonton remove the sign and its artifacts of installation. Tremonton shall not remove any power lines upon termination of the ground lease.

4.02 Termination. Tremonton may terminate this ground lease, without cause, effective as of any anniversary of the Effective Date (the "Termination Date"), provided that Tremonton delivers written notice of termination to Lessee at least ninety (90) days prior to such anniversary. All rent and other sums due under this Lease shall be payable through the Termination Date, and upon termination Tremonton shall surrender the Premises in accordance with the terms of this Lease.

4.03 Run with the Land. Petterson's obligations hereunder shall run with the land and bind Petterson's successors in interest, if any. This agreement is binding on successors, heirs, and assigns of the parties.

4.04 Warranties. When this agreement is fully executed, the undersigned, for the respective parties, represent and warrant that they are duly authorized to execute this agreement in either their individual or representative capacity as indicated, and that this agreement is enforceable according to its terms. Petterson warrants that he has good title to the premises and that Tremonton will not be disturbed in its occupancy or quiet enjoyment of the premises during the term of this agreement.

4.05 Notice of Change in Ownership. Petterson will give Tremonton written notice of any change in ownership of the premises and/or assignment of this agreement.

4.06 Hold Harmless. Tremonton shall hold Petterson harmless from damages to persons or property by reason of accidents resulting from negligence or willful acts of its agents and employees in the erection, maintenance, repair or removal of the sign.

4.07 Legal Action. If legal action is initiated by either party to enforce the provisions herein, the prevailing party shall recover its costs, including a reasonable attorney's fee, from the defaulting party. Jurisdiction and venue for all legal matters rest solely in the First District Court of Utah, in and for Box Elder County.

4.08 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 that no promise or agreement not included in this agreement has been made.

4.09 Amendments to Agreement. The agreement may be amended or modified at any time when a new agreement is proposed and signed by the parties hereto.

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

4.11 Notices. Notice and payments as required shall be sent by Tremonton to Petterson, at the following address(es), certified mail, return receipt requested:

Petterson Ranch LLC
Attention: Lewis M. Petterson, Manager & Trustee
4114 West 1400 South
Ogden, UT 84401

Phone: 801-920-0297

Notice as required in shall be sent by Petterson to Tremonton, at the following address, certified mail, return receipt requested:

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

Phone: 435-257-9500

IN WITNESS WHEREOF, that _____ for and in behalf of Petterson Ranch, LLC has executed this instrument this _____ day of _____, 2026.

Lewis Petterson
Manager, Petterson Ranch, LLC

IN WITNESS WHEREOF, that _____ for and in behalf of The Petterson Irrevocable Trust has executed this instrument this _____ day of _____, 2026.

Lewis Petterson
Manager and Trustee The Petterson Irrevocable Trust

STATE OF UTAH
COUNTY OF _____

On this _____ day of _____, in the year 2026, personally appeared before me, _____, the signer of the foregoing instrument, who duly acknowledged to me that they executed the same.

Notary Public
My Commission Expires: _____

Tremonton City Municipal Corporation does hereby accept this ground lease and does hereby agree to all of the terms contained therein.

IN WITNESS WHEREOF, that Tremonton has executed this instrument this _____ day of _____, 2026.

Tremonton City, a Municipal Corporation of the State of Utah by:

Bret Rohde, Mayor

Attest:

Cynthia Nelson, City Recorder

STATE OF UTAH

COUNTY OF _____

On this _____ day of _____, in the year 2026, personally appeared before me, _____, the signer of the foregoing instrument, who duly acknowledged to me that they executed the same.

Notary Public

My Commission Expires: _____

AGENDA ITEM REQUEST FORM

Date of Meeting: 02/17/26

Department: FIRE

Presenter: Chief JARROW

Time Needed to Present: 5 min

1. ITEM TITLE:

Interlocal Agreement

2. THE "PLAIN ENGLISH" SUMMARY:

Brigham & Tremonton Fire Departments agree
to help one another in times of need for both
fire & EMS response

3. STRATEGIC GOAL ALIGNMENT:

(Which City Goal does this support?)

- ☒ Fiscal Responsibility
- ☒ Infrastructure & Growth
- ☒ Public Safety
- ☒ Community Engagement / Quality of Life

4. TYPE OF ACTION:

- ☐ Consent Agenda (Routine/Contract/Appointment)
- ☐ Strategic Business (Ordinance/Policy Change - Requires Public Input)
- ☐ Work Session Only (Discussion/Update)

5. BUDGET IMPACT:

\$ _____ (Funding Source: _____)

RESOLUTION NO. 26-16

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN BRIGHAM FIRE, AND TREMONTON FIRE DEPARTMENT FOR MUTUAL AID SERVICES

WHEREAS, the Tremonton City Fire Department (hereinafter “Tremonton Fire”) provides emergency medical and ambulance transport services within the jurisdiction of Tremonton City and surrounding areas; and

WHEREAS, Tremonton City has a Fire Department with certain fire trucks, ambulances, and firefighting equipment; and

WHEREAS, Brigham City has a Fire Department with certain fire trucks, ambulances, and firefighting equipment; and

WHEREAS, Brigham City and Tremonton City find it to be in the best interest of the health, safety and welfare of their residents to assist each other in various ways under a mutual aid agreement and to enter into this Interlocal Agreement to set forth the terms of their mutual aid.

NOW THEREFORE BE IT RESOLVED, that the Tremonton City Council hereby approves an Interlocal Agreement with Brigham Fire for Mutual Aid Services as attached in Exhibit “A”. The Mayor is hereby authorized to execute the Interlocal Agreement on behalf of Tremonton City, with such minor modifications as may be necessary and approved by the City Attorney and Fire Chief, provided such modifications do not materially alter the substance of the agreement.

This resolution shall become effective immediately upon adoption.

Adopted and passed by the governing body of Tremonton City Corporation this 17th day of February, 2026.

TREMONTON CITY CORPORATION

Bret Rohde, Mayor

ATTEST:

Cynthia Nelson, City Recorder

EXHIBIT “A”

INTERLOCAL AGREEMENT BETWEEN BRIGHAM CITY FIRE DEPARTMENT, AND
TREMONTON CITY FIRE DEPARTMENT FOR MUTUAL AID SERVICES.

This Agreement is entered into between Brigham City Fire Department, a municipal corporation (hereinafter “Brigham City”) and Tremonton City Fire Department, a municipal corporation (hereinafter “Tremonton”), and collectively referred to as the “Parties.”

WITNESSETH:

WHEREAS, Tremonton City has a Fire Department with certain fire trucks, ambulances, and firefighting equipment; and

WHEREAS, Brigham City has a Fire Department with certain fire trucks, ambulances, and firefighting equipment; and

WHEREAS, Brigham City and Tremonton City find it to be in the best interest of the health, safety and welfare of their residents to assist each other in various ways under a mutual aid agreement and to enter into this Interlocal Agreement to set forth the terms of their mutual aid;

NOW THEREFORE, for the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the Parties hereby agree as follows:

1. The Fire department and the firefighting and EMS equipment of the above-named political subdivisions, shall regard and assist each other upon call in time of emergency and disaster to such an extent, as shall be determined by the Chief of the responding fire department, or by his authorized personnel.
2. Tremonton agrees and promises to Indemnify and hold Brigham City, its officers, agents, officials and employees harmless and release them for and from any liability, costs or expenses arising from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, cost, fees, expenses, and/or compensation are known or unknown are in law, or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or otherwise of Tremonton and/or its officers, agents or employees.
3. Brigham City agrees and promises to Indemnify and hold Tremonton, its officers, agents, officials and employees harmless and release them for and from any liability, costs or expenses arising from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, cost, fees, expenses, and/or compensation are known or unknown are in law, or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or otherwise of Brigham City and/or its officers, agents or employees.

4. The political subdivision requesting assistance shall have overall command of any incident wherein the fire department of the responding political subdivision is called for assistance subject to the provision of paragraph 5.
5. The Chief of the responding fire department, or their authorized agent, may at their discretion, provide only such equipment and personnel as in their opinion may be safely spared from their territorial limits, and in case any emergency arises within their territory, while the equipment and personnel for the fire department are engaged in firefighting or EMS activities for the other political subdivision, recall from service of such other subdivision such equipment and personnel as in their opinion, be considered necessary to meet the said emergency. The determinations of the Chief of the responding agency, or their authorized agent, as to what equipment shall be furnished or withdrawn, as provided herein, shall be final and conclusive, and shall not be subject to any legal challenge by the requesting subdivision.
6. Except as set forth in paragraph 2 and 3, each political subdivision shall pay and be responsible for its own costs and expenses incurred in providing a response under the terms and provisions of this agreement.
7. The term of this agreement shall be for (1) year. This agreement shall renew automatically on the anniversary date unless notice is received sixty (60) days prior to the anniversary date that either party desires to terminate the agreement.
8. Any request for assistance shall include a statement of the amount, and the type of equipment, number of personnel requested, and shall specify the location to which the equipment and personnel are to be furnished. Such requests shall be determined by a representative of the requesting organization.
9. The Chief of the Tremonton City Fire, and of the Brigham City Fire Department shall jointly administer and coordinate the performance of this agreement.
10. Each party to this agreement shall maintain its own insurance coverage for equipment and personnel.
11. Should either party default in terms, covenants, or conditions in this agreement, the defaulting party agrees to pay all costs and expenses of enforcing the same, including reasonable legal fees.

12. Modification. This Agreement may not be modified or amended except in writing by all Parties hereto.

13. No Separate Entity. This Agreement does not create a separate legal or administrative entity and no third-party rights are created by the enactment of this Agreement. As allowed in Utah Code Ann. § 11-13-201, the Parties are cooperating jointly together to exercise their individual powers and privileges.

14. Interlocal Cooperation Act Requirements. In satisfaction of the requirements of the *Utah Interlocal Cooperation Act*, the Parties agree as follows:

(a) This Agreement shall be conditioned upon the approval and execution of this Agreement by the Parties pursuant to and in accordance with the provisions of the *Utah Interlocal Cooperation Act*, as set forth in Utah Code Title 11, Chapter 13, including the adoption of resolutions and approval but only if such resolutions of the legislative bodies of the Parties are required by the *Utah Interlocal Cooperation Act*.

(b) In accordance with the provisions of the Utah Code § 11-13-202.5(3), this Agreement shall be submitted to the attorney authorized to represent each Party for review as to proper form and compliance with applicable law before this Agreement may take effect.

(c) A duly executed copy of this Agreement shall be filed with the keeper of records or each Party pursuant to Utah Code Ann. § 11-13-209 of the *Utah Interlocal Cooperation Act*.

15. Entire Agreement. This Agreement contains the entire understanding between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by any Party or agents of any Party that are not contained in this Agreement shall be binding or valid. Alterations, extensions, supplements or modifications to the terms of this Agreement shall be agreed to in writing by the Parties, incorporated as amendments to this Agreement, and made a part hereof. To the extent of any conflict between the provisions of this Agreement and the provisions of any later agreement, the later agreements shall be controlling.

16. Severability. If any provision of this Agreement is construed or held by a court of competent jurisdiction to be invalid, the remaining provisions of this Agreement shall remain in full force and effect.

17. Authorization. The individuals executing this Agreement on behalf of the Parties confirm that they are duly authorized representatives of the Parties and are lawfully enable to execute this Agreement on behalf of the Parties.

18. Notices. Any notice or other communication 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 Brigham: Brigham City Fire Chief
 442 West Forest St.
 Brigham City, Utah 84302

If to Tremonton: Tremonton City Fire Chief
 95 South 100 West
 Tremonton, Utah 84337

TREMONTON CITY FIRE

By:_____ Date:_____
Mayor

Approved as to Form

By:_____
Tremonton City Attorney

BRIGHAM CITY

By:_____ Date:_____
Mayor

ATTEST:

City Recorder

Approved as to Form

By:_____
Brigham City Attorney

AGENDA ITEM REQUEST FORM

Date of Meeting: 2/17/26

Department: Police

Presenter: Chief Cordova

Time Needed to Present: 30-60 min

1. ITEM TITLE:

Regional Police / Strategic Options

2. THE "PLAIN ENGLISH" SUMMARY:

Consider working with Perry City to offset our staffing issues. This can buy us time and
help us avoid taxes this year.

3. STRATEGIC GOAL ALIGNMENT:

(Which City Goal does this support?)

- ☒ Fiscal Responsibility
- ☒ Infrastructure & Growth
- ☒ Public Safety
- ☒ Community Engagement / Quality of Life

4. TYPE OF ACTION:

- ☒ Consent Agenda (Routine/Contract/Appointment)
- ☐ Strategic Business (Ordinance/Policy Change - Requires Public Input)
- ☐ Work Session Only (Discussion/Update)

5. BUDGET IMPACT:

\$ 4,000 (Funding Source: PD current budget)

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TREMONTON CITY CORPORATION CITY COUNCIL MEETING FEBRUARY 3, 2026

Members Present:

Kristie Bowcutt
Brent Jex
Beau Lewis
Sharri Oyler—excused
Blair Westergard
Bret Rohde, Mayor
Linsey Nessen, City Manager
Cynthia Nelson, City Recorder

CITY COUNCIL WORKSHOP

Mayor Rohde called the February 3, 2026 City Council Workshop to order at 5:00 p.m. The meeting was held in the City Council Meeting Room at 102 South Tremont Street, Tremonton, Utah. Those in attendance were Mayor Rohde, Councilmembers Bowcutt, Jex, Lewis, and Westergard, Interim City Manager Nessen, and City Recorder Nelson. Councilmember Oyler was excused.

1. Call to Order and Declaration of Conflict of Interest: None.
2. Council Reports and Updates:

Councilmember Bowcutt said Public Works is very busy. They will start the aquifer water project, a water line and the widening of Rocket Road. We discussed them doing work at the cemetery in conjunction with that. They are working really hard and trying to be proactive.

Councilmember Jex said the police department started with the new dispatch yesterday and it is going well. They are squeezing blood from a turnip and are still down in positions. The Chief relinquished a position to be filled for a year for a budgetary shortfall. I do wonder when that year is up to fill that spot. There is a lot in the works. Mayor Rohde said to be clear, that was to get the officers up to the wage they needed. He eliminated that position so we could take care of them. That should be part of the next budget cycle.

Councilmember Lewis said the Mayor and I are working on the new website. There has been awesome progress and I cannot wait to roll that out.

Councilmember Westergard said the fire department continues to do their thing. They are getting the new ambulance. For dispatch, the people I talked to did not have any complaints.

3. Presentations:

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- a. **Title:** Discussion only – Pickleball courts by Community Services Director Zach LeFevre and resident Joan Argyle

Mayor Rohde recommended items 3. a. and 3. 1. be discussed together.

Director LeFevre said our identity for Tremonton from our branding a few years ago was, the City of Connections. As the City of Connections and with all our growth, we see the need to update our master plan for parks and recreation, trails and open space. We are asking for public input at our next public session—a parks, trails, open space showcase. We will present what we have so far. Community Development Director Seedall and Sam Taylor from Landmark Design have been instrumental. We are also working on the multi-sport complex and will take feedback to continue updating that plan before we present a final version to the Council. We are still in the information gathering phase and defining our parks and their purpose.

Director LeFevre said here are some park designs and surveys. This is what we have gathered from the public so far, plus the needs of the City from the Parks and Recreation standpoint and the programs people are involved in and want to see. We have added pressures due to growth. The showcase on March 4, will help us determine where we are headed and what needs to be considered. The Council is invited to potentially cook and mingle with the public. This future park is Stokes Park. We own the ground and do not have a park on the west end of town, which is where a ton of growth has happened. The nearest park is a mile away. He showed the proposed layout, which includes overflow parking and fields for soccer and lacrosse programs. At Jeanie Stevens Park we would like to add two more ball diamonds to build a full complex. For more than a decade, we have been trying to build pickleball courts. We do have a league that utilizes six courts at the fairgrounds, but that is overused and we often get bumped out of that facility. Currently we can only host 90 participants each session. People in our community want pickleball here. Ms. Argyle has graciously offered to help. Ms. Argyle said my daughter-in-law does grants for junior achievement. She is willing to help write the grants. Director LeFevre said we can now start planning for this park. This shows eight pickleball courts, which is great for a tournament, but we would like to add four more for a total of 12. We already have some of the engineering work done. Funding is our biggest hurdle. Currently the cost is \$7 million for this park, which is pretty basic, but that is how much inflation has hurt. We do have some park impact fees we can put toward this. We have a lot of needs with other parks as well. Right now, our level of service is 2.5 acres per 1,000 residents. The national standard for a city our size is 13 acres per 1,000 residents. Since we are not as populated and centralized in the west, our goal is 5.5 acres per 1,000 residents. We need to buy more land for park space and add another 70 acres, on top of that park to get us to that 5.5 goal. Ms. Argyle explained her experience with pickleball and the need for Tremonton to have courts. It benefits our mental, physical, and emotional health, as well as creates and maintains connections. This is something we need. Our community also needs things like soccer fields and biking trails. We need places for people to get out and exercise.

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- b. **Title:** Presentation Only - Audited 2025 Financial Statements—Matt Geddes, Squire & Company

Mr. Geddes said we are grateful for the opportunity to report. Squire & Company has performed an audit of the financial statements and state compliance of Tremonton City for the year ending June 30, 2025. We issue our reports on those audits. Those financial statements present the activities and balances of the City. The City keeps their accounting records, follows internal controls, and produces these financial reports with the help of Finance Director Curtis Roberts. Our opinion is that the financial statements present fairly in all material respects the financial position of the City. What that means is you can reasonably rely on the financial statements to make decisions that they present the balances and activities of the City. We issue a report in accordance with government auditing standards. Through that we are required to evaluate your internal controls over financial reporting and compliance. If we identify significant deficiencies or material weaknesses, we would be required to report to the government body. This report does not identify any material weaknesses or significant deficiencies in financial reporting or compliance related to Tremonton. The final report we issue is in accordance with the State compliance audit guide. The Office of the Utah State Auditor issues an audit guide with specific State compliance requirements. We issue an opinion on compliance and the City complied in all material respects with the compliance requirements outlined. Overall, a very boring report from an auditor, but that is what you want. Our responsibility is to perform an audit of the information, not to produce the information. The City, in conjunction with Director Roberts, has helped produce financial statements. We are familiar with them and can answer questions. The Council agreed they would like to have a training scheduled to better understand this information and the process.

- c. **Title:** Discussion Only - Implementing a Transportation Utility Fee—Public Works Director Carl Mackley, Assistant Public Works Director Andrew Beecher, and City Engineer Chris Breinholt

Assistant Director Beecher said a TUF is a Transportation Utility Fee. On April 1, 2025, the Council approved a resolution to establish a special revenue fund for roads. At the time, the City Manager directed Public Works to research a TUF. Basically, the TUF considers City roads as its own utility and provides funding for road maintenance and replacement through utility billing. The TUF associates a trip value to each utility account and categorizes the utility according to that type, which is residential, multi-family, commercial, and industrial. Each account will pay their portion based on number of trips they generate. Director Mackley said going back to 2019, it looked like the City was budgeting \$330,000 per year on road improvements. I am not certain how other capital projects were funded. That is what we were spending annually on road improvement projects and we treated them as a capital facilities project. It was designated as a one-time improvement using funds. Without looking at everything holistically and picking which projects to do it is kind of like whack a mole. This road is pretty crappy so do it and then another one pops up as soon as you hit that one. This approach was effective in staying within budget, but it did fail to account for and fund maintenance of all City roads. Assistant Director Beecher said we have analyzed our roads

(approximately 50 miles), which does not include Main Street (owned by UDOT) and other County roads. These are just City owned streets. It is recommended to chip seal roads every seven years and repave them every 28 years. A chip seal costs \$3.25 per square yard where repaves costs \$19 to \$27. Average annual maintenance cost would be \$1.3 million under our current circumstances. Public Works uses software called Iworks, which offers a payment management application we have not utilized. This last fall, Public Works hired Iworks to enter all City streets into the database and give them a condition to determine remaining service life. They drove every street with a camera. All segments have been entered into our database and we have the ability to view the remaining service life values and create maintenance plans. 50% of our City streets have a remaining service life value of six years or below and 80% of our streets have a remaining service life value of 10 years or below. The average monthly cost for all homes and townhomes would be \$9.10. It varies with the commercial, industrial, churches, and schools. Public Works desires to follow the road maintenance and replacement recommendations from Johnson Associates. Previously, Public Works has not had planning or funding in place for routine pavement management, replacement, and maintenance. With our Iworks pavement management tool, we have a method to inventory roads, track pavement conditions, and plan for ongoing maintenance. Additional funding is required to follow those schedules. Public Works is proposing the City implement a TUF as the recommended funding solution. That would generate \$1.3 million annually. Councilmember Lewis said I do not want to do more than is necessary. This is technically a tax in a different form and people are already burdened. I want to make sure we are not just doing it because we can. We need to ease the burden as much as we can and solving road problems. Just with that \$330,000, what are we doing there? Director Mackley said we have steadily used \$330,000 for road projects, the rest goes to plowing, street maintenance, sidewalks, employees and cemetery care, as well as the facilities. That is the cream we scraped off the top. That is how much money we know we have to put toward actual road maintenance projects. Anything on top of that will go to road maintenance. There could be some wiggle room in that \$1.3 million, but right now we are only able to budget about 25% of what we need on an annual basis to take care of roads. That does not include road expansion projects. The Council will continue this discussion at a future meeting.

d. Title: Discussion Only – Receiving cardboard as part of Green Waste

Director Mackley said we have made changes in receiving green waste at the Public Works building. We have moved that over to the composting facility. Cardboard is a compostable material, but not a great one. It does not break down easily. Our crew does a fantastic job of taking our solid waste from the treatment plant and blending it with the green waste to create compost. The only reason we do that is to get rid of our solid waste. The other alternative would be to landfill it, which is expensive. I do not know the history of why we are taking cardboard, but I do not enjoy putting that into our compost. It is a mess and does not break down quickly. We do get cardboard from everywhere, not just Tremonton residents. The Council agreed it is not the City's responsibility to help residents get rid of cardboard and it is not a beneficial material to the Public Works' processes.

e. **Title:** RES 26-07 Awarding bid for East Canal Equalization Basin Project

Director Mackley said we are excited to be do projects and are thrilled that we have had a tremendous response in the number of bids received. We had bid openings for two capital projects. We have to build another canal equalization basin, taking canal water in and pumping it out for our secondary system. That is located along SR-13 and is designed out. We did update our engineer's estimates (\$384,000). We are asking the Council to award the bid for this equalization basin project and the Main Street culinary waterline replacement project tonight (next presentation item 3. f.). Engineer Breinholt said the low bidder on the equalization basin was Braegger and Sons. They are the ones we recommend for the waterline replacement project, too. Director Mackley said there was basically a statistical tie between LeGrand Johnson, and Braegger and Sons (\$1,800 difference in a \$1 million project). We do not have to choose the lowest bid because we do want to select the most qualified. We asked both for references and statements of qualification for the culinary waterline project. LeGrand Johnson, which was recently purchased by a much larger company, does a lot of road projects, but we are not familiar with them doing pressurized pipeline projects. We asked for references. Engineer Breinholt said they were essentially non-responsive. The information we got back was mostly road projects, which I know they can do well, but we are talking about our culinary water system. They did not respond with any experience that was applicable to this project. Director Mackley said qualifications are important because we are not only replacing a mile of pipeline, but all the individual services to the homes and valves. There are lots of utilities involved. This is a big deal. With 18 bids, we can be picky. We recommend the Council also award the culinary water line replacement project to Braegger and Sons. They are a local, qualified contractor who has done plenty of culinary water projects and has good references. We will require them to do the pond first. We budgeted \$1.5 million and are slightly under \$1 million on this culinary waterline replacement. That is money we can keep for the next project.

f. **Title:** RES 26-08 Awarding bid for 2026 Waterline Replacement Project

This item was presented with item 3. e.

g. **Title:** Discussion Only – Staffing Changes

Mayor Rohde said Community Development Director Jeff Seedall has offered his resignation. We will work on a replacement. Councilmember Bowcutt said I have done research and contacted Pleasant View, who has a neat approach. For their planner they do not go with someone with a degree because they have an engineer. Instead, they hired a planner tech, which is cost effective. I would like to explore something like that. I asked about the flip side and she said the benefits far outweigh the negative. She asked a lot of questions about our engineer and said if they are accessible and attend meetings, they will be the next person and a great asset. To have a city engineer and planner would be doubling up. I think Engineer Breinholt will be fine. The person they hired was working with the city planner previously and knows what is going on in the city. Councilmember

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Lewis said as it relates to meeting with developers, there is a lot of vision setting tasks that have been falling on Director Seedall. Where do those fall? Councilmember Bowcutt said I asked her how does the process work in your town? She said just like it does in Tremonton, developers bring in their plans and she goes over them with the help of the city engineer. They work together. It would make things a little bit slower at first because people are learning a new role. Councilmember Lewis said there are lots of details Director Seedall deals with daily—the development agreements and negotiations, all details of the bigger vision. I am worried that without experience in that field, we might be leaving some of those agreements and negotiation on the table. Councilmember Westergard said if I am the guy and do not know what I am doing, I could miss something the City needs. Mayor Rohde said I think it is really important we identify those roles. Our development director has higher end roles. They are the ones pushing economic development, while the planner is the one doing what you guys are talking about. They are the ones making sure we are being taken care of. We could move from a development director to a planner who can do all these things and consider a part-time zoning administrator. Between those two, it would be less expensive. When discussing how things worked in the past with a previous Manager taking on much of these responsibilities, Interim Manager Nessen said we burnt him out and I think it was a great plan to get a planner to relieve that burden. In the interim, I do not have that knowledge right now. Engineer Breinholt said there are roles that need to be done that Director Seedall has done. If you have those roles and responsibilities defined and people to fill those roles, I think you will be okay. There could be some holes. Councilmember Bowcutt said until we refine the process there are going to be holes. I do not want to shoot us in the foot just because we are hung up on one thing. I would like to explore options. Mayor Rohde said we have time to make a decision. An option I have been thinking about is if we go with a three-two swap—a part-time zoning administrator and someone in planning and hire an in-house finance director to work with our current one. That would be less expensive than the two positions we currently have available (assistant city manager and community development director).

Engineer Breinholt said when we hired Director Seedall, he was not a planner, he is an engineer, but he did a really good job of learning the job. Director Seedall said it was a lot to learn, especially with no overlap. Pleasant View is not in the situation we are going to be in for the next 20 years. Pleasant View is growing very slowly. They are filling out toward the interstate and finding their limits. We are expanding all of ours. Engineer Breinholt is learning to delegate more of the work because of how much utility-type planning we are trying to get done through Public Works. So saying that he is going to be taking on more roles is not accurate. It would be Jones and Associates taking on more for us, but they do have great staff members. We are not their only municipality so in terms of responsiveness, that is one of those sacrifices you would make going that direction. If everything went out of office (third-party hire) I would be concerned with the ability to keep the timeline set and keeping your ducks in a row to meet State and City code. That is the number one struggle you would have. Engineer Breinholt said you would definitely need somebody working here, taking care of the day-to-day stuff, whether it be a planner or someone who can learn the job. Director Mackley said smart planning in any area, can save millions of dollars. Finding a capable, smart person, who can do things the

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Tremonton way, but knows how to negotiate with the developers can save millions. If that costs us \$30,000 more a year, I would take that bargain every day of the week. Engineer Breinholt said when the planner position was advertised before, we had limited response from people with planning degrees or expertise. I do not think that has changed. You are not going to find a lot of planners applying for the job. You are going to have to get somebody who can learn the job. The Council agreed to do some research and City staff would continue this discussion at the next meeting.

h. Title: RES 26-09 City Manager Contract

Mayor Rohde said last week we put this resolution in to hire Interim City Manager Nessen as our City Manager. He read through the contract, which stated that Mayor and Council shall conduct a formal performance evaluation of the Manager six months following the effective date to ensure alignment on City goals and operational expectations. Following the initial review, the Mayor and Council shall evaluate the Manager's performance annually. The Mayor shall determine the specific method and manner of these evaluations prior to the end of the fiscal year. Parties agree to formally review the terms and conditions of the agreement every two years to ensure compensation benefits and local market alignment remain consistent with City objectives. Councilmember Jex said I am glad Interim Manager Nessen has accepted. I do not think \$147,500 is enough for the work she does. The thing we have to remember is that prior to this, we were paying the City Manager and Interim Manager Nessen as an assistant. We are saving money. We have had a lot of turnover in the last five years. There is a cost to running the City effectively. Councilmember Bowcutt said I had a lot of questions, but after talking with Mayor Rohde he put my mind at ease. She is doing a good job. I am on board. We need strong leadership and the Mayor feels strongly she is going to take the bull by the horns. Mayor Rohde said we know what we are getting. I do not want to go down a bad path again. As far as the wage, we have talked a lot about that and she is comfortable with it.

i. Title: RES 26-10 Amending Section II – Adding Credit Card Usage Policy

Recorder Nelson said this came from a conversation with Finance Director Curtis Roberts, who suggested we implement a credit card policy for the City. If you purchase with the City credit card, you need to turn those receipts in, in a timely manner. If not, then there are consequences. It is a privilege to use it. After five times they will lose that privilege.

j. Title: RES 26-11 Revised Compensation and Classification Plan—Interim Manager Nessen

Interim Manager Nessen said we update our plan every June when we give a COLA increase. It increases the minimums and maximums. This is a special one we are doing mid-year in working with our vendor on a salary survey. It was found that, the compost facility attendant was hired under the Main Street maintenance worker, even though he had his own title and job description. We added him in our plan. It is still the same pay

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range. Last fiscal year, the Senior Center asked to hire two part-time receptionists. We put it in the same pay range as a clerk I admin assistant, which was not where it should have gone. They are not doing the same things as the admin assistant. We hired these receptionists to answer phones and be the first base so our admin assistant can do her job. It does not make sense to have them in the same pay range. These current hires will remain in that pay range, but if they were to quit and we hired someone else, we would hire them at this lower pay range as a receptionist, not an admin assistant. We had a part-time seasonal parks maintenance worker and a full-time parks maintenance worker, which got confusing. Director LeFevre suggested keeping consistency with other departments and head groundskeeper should be his title rather than parks maintenance worker. This is in the same pay grade it is just a title chance. Same thing with the recreation manager, keeping it consistent across other parks and rec departments would be a recreation supervisor. The bigger one is creating a new position—Public Works Operations Manager was the title we came up with. We have had a lot of change in the Public Works department, such as bringing on secondary water, which is basically its own department. We shoved that under somebody who already had other responsibilities. It is not creating a new FTE. One of our employees would be promoted to this new position that comes with a bit of a pay increase. He would be overseeing additional departments and employees.

k. **Title:** RES 26-12 Dignity Index

Interim Manager Nessen said this is a resolution from the Dignity Index website, kind of a template. Since we are implementing dignity, I thought it made sense to have a resolution formalizing that our communication and discourse will be that of dignity. We encourage our citizens to also adopt that when they give public comments. Just formalizing we are a dignity city and implementing using dignity in all our discussions.

l. **Title:** Discussion Only – Recreation Discussion

This item was discussed at the first of the meeting with discussion A.

4. Review of the agenda items identified on 7:00 p.m. City Council Agenda
5. *CLOSED MEETING: No Closed Meeting 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 6:50 p.m. by consensus of the Council.

CITY COUNCIL MEETING

Mayor Rohde called the February 3, 2026 City Council Meeting to order at 7:00 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 Rohde, Councilmembers Bowcutt, Jex, Lewis, and Westergard, Interim City Manager Nessen, and City Recorder Nelson. Councilmember Oyler was excused.

1. Call to Order
2. Invocation by: Jim Williams from Bear River Valley Baptist Church
Pledge by: Student Glen Gilmore
3. Roll Call
4. Approval of Agenda:

Mayor Rohde said on the agenda under Citizen Engagement, it says residents may address the Council only on issues not listed below on the agenda. I want that changed to residents may address the Council on any issue not listed on Strategic Business. This sounded like they could not talk about anything inside of the Consent Agenda and that is not the case. We are trying to encourage discussion during Strategic Business, but any other subjects are open for discussion.

Motion by Councilmember Jex to approve the agenda of February 3, 2026. Motion seconded by Councilmember Lewis. Vote: Councilmember Bowcutt - yes, Councilmember Jex - yes, Councilmember Lewis - yes, Councilmember Oyler - absent, Councilmember Westergard - yes. Motion approved.

5. Declaration of Conflict of Interest: None.
6. Presentations
 - a. Tremonton City Citizenship Award to Elementary and Intermediate Students

Mayor Rohde said once a month we get to recognize wonderful students, who show respect, responsibility, and safety in their schools. This is really awesome. Councilmember Westergard has offered to help us. As your names are read come up to receive your award and we will take a picture.

7. Citizen Engagement – General Public Comment

Chris Danvers said the last time I was here was April, right in the middle of budget season. I predicted there would be a huge change on the bench and am glad to see that my prediction came about. Welcome to all of you who are new. I am glad to see the ones who are still here. I had a few thoughts sitting through your Work Session. As far as Director Seedall leaving, I think it is going to be a hard hit. He is amazing. I would encourage the Council to consider apprenticeships and internships, offering high school students, as well as those leaving our high school and going to local colleges. There are

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two types of people in small towns—people who want to live here forever and those who want to get out. Find the ones who want to live here forever and give them a reason to. Give them a pathway to stay here. Find places in the City to do those internships and apprenticeships and help them to have affordable ways to learn and grow into those positions. I do not think anybody is going to take care of the City more than the people who have lived and grown up here. I walked into the discussion of a big ask for pickleball courts. Although I love the idea of more parks, remember the last Council had a spending and yes problem. \$7 million sounds like an awful lot of money. Right after that was road repairs going from \$330,000 a year to \$1.3 million a year. You might want to ease into that. Our pockets are still reeling from the Board of Education and Truth in Taxation.

8. Consent Agenda - Any Councilmember may request an item be removed for separate discussion
 - a. Approval of minutes – January 20, 2026
 - b. Adoption of November Financial Statements & Warrant Registers
 - c. Approval of Resolution No. 26-07 awarding bid for East Canal Equalization Basin Project
 - d. Approval of Resolution No. 26-08 awarding bid for 2026 Waterline Replacement Project
 - e. Approval of Resolution No. 26-09 approving City Manager Contract
 - f. Approval of Resolution No. 26-10 amending Section II Purchasing Policy & Contracts regarding credit card usage
 - g. Approval of Resolution No. 26-11 amending the Compensation and Classification Plan
 - h. Approval of Resolution No. 26-12 approving Dignified Discourse and Productive Communication

Motion by Councilmember Bowcutt to accept the Consent Agenda. Motion seconded by Councilmember Westergard. Roll Call Vote: Councilmember Bowcutt - yes, Councilmember Jex - yes, Councilmember Lewis - yes, Councilmember Oyler - absent, Councilmember Westergard - yes. Motion approved.

Mayor Rohde said we need to include the amendment to the City Manager Contract in the motion. Councilmember Bowcutt said I amend my motion that we include the amendment to the City Manager contract. The amendment was, there will be a six-month performance interview that the Council and Mayor will perform. There will be an annual evaluation, too.

Amended Motion by Councilmember Bowcutt to accept the Consent Agenda. Motion seconded by Councilmember Jex. Roll Call Vote: Councilmember Bowcutt - yes, Councilmember Jex - yes, Councilmember Lewis - yes, Councilmember Oyler - absent, Councilmember Westergard - yes. Motion approved.

9. Strategic Business (Ordinances & Policies): None
10. Reports and Calendar
 - a. City Manager Report

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Manager Nessen said thank you Council for your confidence in me. I will not let you down. Director Mackley and I think it would be a great idea to have the Council tour Public Works. Seeing it will help with future discussions. We could do that before a City Council meeting on March 17. It would take about an hour and a half. The Work Session could start at 6 p.m. The tour would start at 4 p.m. That would all be advertised as a public meeting with the first portion being on location.

Manager Nessen said we have a billboard on southbound I-84. We had a lease with Wendell Petterson that expired in 2023. We do not currently have a lease and UDOT needs us to have one. We reached out to the Petterson family as Wendell has passed away. We are working with his sons to get a new lease in place. Is this a billboard you want to keep? We have allocated Intermountain Health to advertise on our billboard for 20 years. In 2017 they changed the signed copy. Almost nine years later it has disintegrated. Our question is do we want to keep the billboard? Do we want to ask Intermountain Health if they want to put anything up? Do we want to put a signed copy up? For the last 10 years we have paid a \$1,000 lease per year to use part of Mr. Petterson's property for this billboard. His sons have asked that to increase to \$3,000 a year and then increase by inflation every year for the next 10 year. It is our billboard so we could remove it if we do not want to pay the lease anymore. Mayor Rohde said I would love to put some of our new branding up about the City of Connections. Councilmember Jex said advertising ads are expensive so if there is an opportunity for us to advertise something beneficial, this is a cheap way to do it. Councilmember Lewis said are there any companies we could sublease it to? That would be revenue for us plus it brings the economy to one of our local businesses. The Council suggested getting a quote from YESCO and seeing if a business would be interested. Mayor Rohde said I think we are okay with signing the lease. City staff would prepare this item to be on the agenda for their next meeting.

b. Upcoming Calendar Items

Mayor Rohde said the Daddy Daughter Dance is February 7, at 5:30 p.m. The Town Hall meeting is at 7 p.m. on February 12. In that meeting I would like to show the new website and where we are headed. The Senior Center dinner and dance is at 5:30 p.m. on February 13. The food drive for the food pantry is March 14. Councilmember Jex said the police department is doing a benefit fundraiser dinner on February 21, at 5 p.m. at the fairgrounds. Tickets are \$30 and 100% of the proceeds go to sending families and the department back to D.C. for police week.

Mayor Rohde said we need to go into a Closed Meeting for the purpose of discussing the character, professional competence or physical or mental health of an individual.

Motion by Councilmember Lewis to move into closed meeting. Motion seconded by Councilmember Westergard. Vote: Councilmember Bowcutt - yes, Councilmember Jex - yes, Councilmember Lewis - yes, Councilmember Oyler - absent, Councilmember Westergard - yes. Motion approved.

The Council moved into a closed meeting at 7:38 p.m.

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11. **CLOSED MEETING:**

- 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 Jex to return to open meeting. Motion seconded by Councilmember Bowcutt. Vote: Councilmember Bowcutt - yes, Councilmember Jex - yes, Councilmember Lewis - yes, Councilmember Oyler - absent, Councilmember Westergard - yes. Motion approved.

The Council returned to open session at 7:54 p.m.

12. **Adjournment**

Motion by Councilmember Westergard to adjourn the meeting. Motion seconded by consensus of the Council. Vote: Councilmember Bowcutt - yes, Councilmember Jex - yes, Councilmember Lewis - yes, Councilmember Oyler - absent, Councilmember Westergard - yes. Motion approved.

The meeting adjourned at 7:55 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 _____, 2026.

Cynthia Nelson, City Recorder

<p style="text-align: center;">TREMONTON CITY CALENDAR ITEMS February 17, 2026</p>		
<table border="1"><tr><td>TITLE:</td><td>Review of Calendar</td></tr></table>	TITLE:	Review of Calendar
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|-------------|--|
| February 21 | Fundraising dinner for Police Department to go to Washington DC. It will be at 5:00 pm at the fairgrounds and is \$30 per plate (food from Maddox). You can pay via venmo or purchase from Northern Furniture. |
| March 14 | Food Drive for Food Pantry |