

## Alignment of Possible Street Lighting



- **First Phase would be 400 West Tremonton City Center Development, with the Electrical Meter Base at the north end of the proposed development at 300 North**
- **Other Phases can be added as Main Street Redevelops**
- **Instead of paying Rocky Mountain Power \$12.50 per month per light (standard design non decorative) for electricity & maintenance, the cost would be approximately \$1.50 per light for electricity another small amount per month could be sat aside for maintenance**

**400 West (Main Street to 350 North)  
1500-foot Approximately (Spacing 150-foot Apart)**

**City Crew Doing Work**

Quantity

|      |                                   |            |                    |
|------|-----------------------------------|------------|--------------------|
| 10   | 14-foot 32 Watt (100 Watt EQ) LED | \$1,800.00 | \$18,000.00        |
| 1500 | 2" Conduit                        | \$0.70     | \$1,050.00         |
| 2000 | #8 Wire                           | \$1.00     | \$2,000.00         |
| 10   | Junction Boxes                    | \$50.00    | \$500.00           |
| 10   | Concrete Base                     | \$40.00    | \$400.00           |
| 1    | 100 AMP Meter Base & Disconnect   | \$500.00   | \$500.00           |
|      | <b>Sub Total</b>                  |            | \$22,450.00        |
|      | 10% Contingency                   |            | \$2,245.00         |
|      | <b>Total</b>                      |            | <b>\$24,695.00</b> |

Quantity

|      |                                 |            |                    |
|------|---------------------------------|------------|--------------------|
| 10   | 14-foot 100 Watt Metal Halide   | \$1,650.00 | \$16,500.00        |
| 1500 | 2" Conduit                      | \$0.70     | \$1,050.00         |
| 2000 | #6 Wire                         | \$2.00     | \$4,000.00         |
| 10   | Junction Boxes                  | \$50.00    | \$500.00           |
| 10   | Concrete Base                   | \$40.00    | \$400.00           |
| 1    | 100 AMP Meter Base & Disconnect | \$500.00   | \$500.00           |
|      | <b>Sub Total</b>                |            | \$22,950.00        |
|      | 10% Contingency                 |            | \$2,295.00         |
|      | <b>Total</b>                    |            | <b>\$25,245.00</b> |

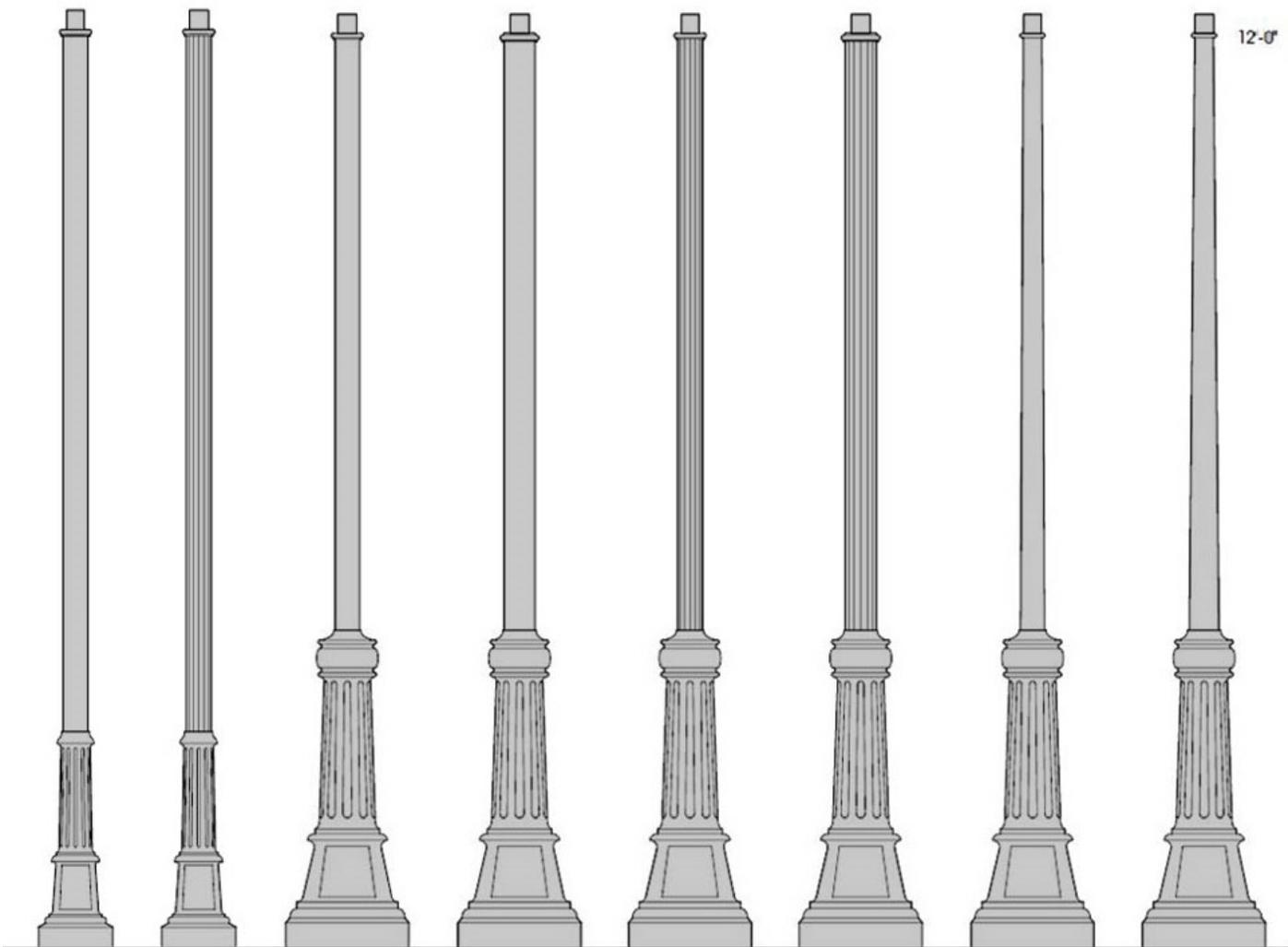
**Outside Contractor Doing Work**

Quantity

|      |                                   |             |                    |
|------|-----------------------------------|-------------|--------------------|
| 10   | 14-foot 32 Watt (100 Watt EQ) LED | \$1,800.00  | \$18,000.00        |
| 1500 | 2" Conduit                        | \$0.70      | \$1,050.00         |
| 2000 | #8 Wire                           | \$1.00      | \$2,000.00         |
| 10   | Junction Boxes                    | \$50.00     | \$500.00           |
| 10   | Concrete Base                     | \$40.00     | \$400.00           |
| 1    | 100 AMP Meter Base & Disconnect   | \$500.00    | \$500.00           |
|      | <b>Sub Total</b>                  |             | \$22,450.00        |
|      | 10% Contingency                   |             | \$2,245.00         |
| 1    | Labor                             | \$10,000.00 | \$10,000.00        |
|      | <b>Total</b>                      |             | <b>\$34,695.00</b> |

Quantity

|      |                                 |             |                    |
|------|---------------------------------|-------------|--------------------|
| 10   | 14-foot 100 Watt Metal Halide   | \$1,650.00  | \$16,500.00        |
| 1500 | 2" Conduit                      | \$0.70      | \$1,050.00         |
| 2000 | #6 Wire                         | \$2.00      | \$4,000.00         |
| 10   | Junction Boxes                  | \$50.00     | \$500.00           |
| 10   | Concrete Base                   | \$40.00     | \$400.00           |
| 500  | 100 AMP Meter Base & Disconnect | \$1.50      | \$750.00           |
|      | <b>Sub Total</b>                |             | \$23,200.00        |
|      | 10% Contingency                 |             | \$2,320.00         |
| 1    | Labor                           | \$10,000.00 | \$10,000.00        |
|      | <b>Total</b>                    |             | <b>\$35,520.00</b> |



# Main Street Light Estimate Per Block Per Side of Street 3-Per Side Spacing Approximately 150-foot Apart

## City Crew Doing Work

Quantity

|     |                                   |            |                   |
|-----|-----------------------------------|------------|-------------------|
| 3   | 14-foot 32 Watt (100 Watt EQ) LED | \$1,800.00 | \$5,400.00        |
| 500 | 2" Conduit                        | \$0.70     | \$350.00          |
| 500 | #8 Wire                           | \$1.00     | \$500.00          |
| 3   | Junction Boxes                    | \$50.00    | \$150.00          |
| 3   | Concrete Base                     | \$40.00    | \$120.00          |
| 500 | Sidewalk Repair                   | \$1.50     | \$750.00          |
|     | <b>Sub Total</b>                  |            | <b>\$7,270.00</b> |
|     | 20% Contingency                   |            | \$1,454.00        |
|     | <b>Total</b>                      |            | <b>\$8,724.00</b> |

Quantity

|     |                               |            |                   |
|-----|-------------------------------|------------|-------------------|
| 3   | 14-foot 100 Watt Metal Halide | \$1,650.00 | \$4,950.00        |
| 500 | 2" Conduit                    | \$0.70     | \$350.00          |
| 500 | #6 Wire                       | \$2.00     | \$1,000.00        |
| 3   | Junction Boxes                | \$50.00    | \$150.00          |
| 3   | Concrete Base                 | \$40.00    | \$120.00          |
| 500 | Sidewalk Repair               | \$1.50     | \$750.00          |
|     | <b>Sub Total</b>              |            | <b>\$7,320.00</b> |
|     | 20% Contingency               |            | \$1,464.00        |
|     | <b>Total</b>                  |            | <b>\$8,784.00</b> |

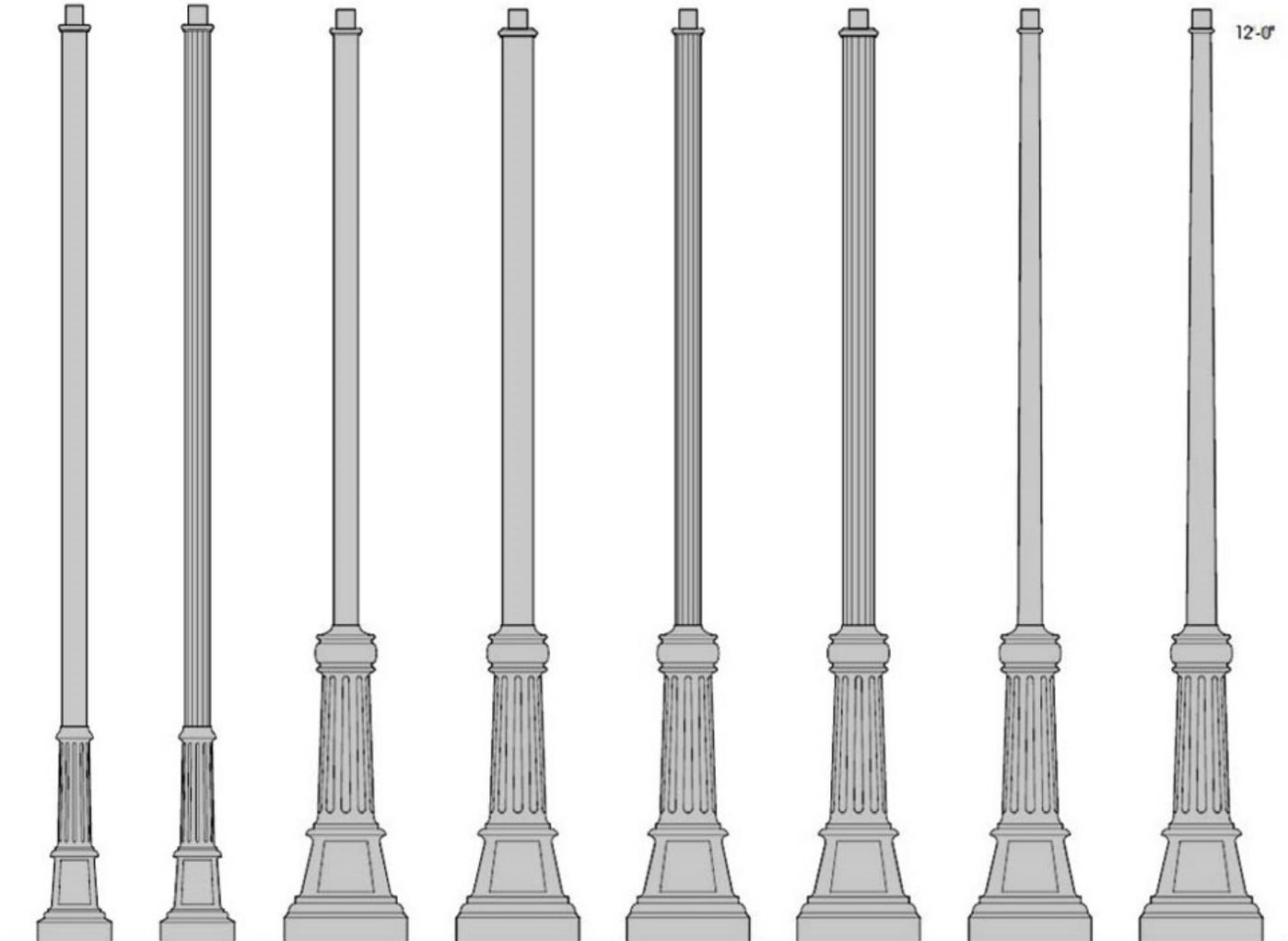
## Outside Contractor Doing Work

Quantity

|     |                                   |            |                    |
|-----|-----------------------------------|------------|--------------------|
| 3   | 14-foot 32 Watt (100 Watt EQ) LED | \$1,800.00 | \$5,400.00         |
| 500 | 2" Conduit                        | \$0.70     | \$350.00           |
| 500 | #8 Wire                           | \$1.00     | \$500.00           |
| 3   | Junction Boxes                    | \$50.00    | \$150.00           |
| 3   | Concrete Base                     | \$40.00    | \$120.00           |
| 500 | Sidewalk Repair                   | \$1.50     | \$750.00           |
|     | <b>Sub Total</b>                  |            | <b>\$7,270.00</b>  |
|     | 20% Contingency                   |            | \$1,454.00         |
| 1   | Labor                             | \$6,000.00 | \$6,000.00         |
|     | <b>Total</b>                      |            | <b>\$14,724.00</b> |

Quantity

|     |                               |            |                    |
|-----|-------------------------------|------------|--------------------|
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| 3   | Concrete Base                 | \$40.00    | \$120.00           |
| 500 | Sidewalk Repair               | \$1.50     | \$750.00           |
|     | <b>Sub Total</b>              |            | <b>\$7,320.00</b>  |
|     | 20% Contingency               |            | \$1,464.00         |
| 1   | Labor                         | \$6,000.00 | \$6,000.00         |
|     | <b>Total</b>                  |            | <b>\$14,784.00</b> |



**TREMONTON CITY CORPORATION  
CITY COUNCIL MEETING  
January 20, 2015**

Members Present:

Diana Doutre  
Lyle Holmgren  
Bret Rohde  
Byron Wood, Chairperson  
Shawn Warnke, City Manager  
Darlene S. Hess, Recorder

**CITY COUNCIL WORKSHOP**

Chairperson Wood called the January 20, 2015 City Council Workshop to order at 6:04 p.m. The meeting was held in the City Council Meeting Room at 102 South Tremont Street, Tremonton, Utah. Those in attendance were Chairperson Wood, Councilmembers Doutre, Holmgren, and Rohde, City Manager Shawn Warnke, Recorder Darlene S. Hess. The following Department Heads were also present: Public Works Director Paul Fulgham and Police Chief David Nance (arrived at 6:05). Also in attendance were: City Attorney Dustin Ericson, and Finance Director Curtis Roberts. Mayor Fridal and Councilmember Reese were excused.

2. Discussion regarding potential individuals to serve on the Planning Commission

Councilmember Doutre presented the name of Ben Greener to serve on the Planning Commission. Mr. Greener is the Chairperson of the Republican Committee and lives in the Spring Acres Subdivision. Councilmember Rohde commented that it would be good to have representation from that section of town. While speaking with Mr. Greener, Councilmember Doutre found him to be agreeable with serving on the Planning Commission. The Council would like Councilmember Rohde to contact Mr. Greener about an appointment on the Planning Commission.

1. Review of agenda items on the 7:00 p.m. Council Meeting:

The Council reviewed the January 20, 2015 Agenda with the following items being discussed in more detail:

**Audit for Fiscal Year 2014** – Director Roberts explained that an accounting pronouncement has been announced regarding multiple services in the City. If a service goes across departments, it needs to be recorded (if it is material to the Financial Statements). The Water Fund provides services to the Wastewater Treatment Plant amounting to \$30K. The State Auditors might discuss the need to record services provided across departments tonight. Director Roberts does not advocate pursuing the issue at this time. It is a relatively small amount compared with the \$1M in revenue and expense attributed to the Wastewater Treatment Plant (WWTP) Fund last year.

Director Fulgham stated that the Wastewater Treatment Plant uses 2.5M gallons of fresh culinary water per month. The City would essentially charge the WWTP for water used.

Director Roberts stated that the \$30K will adjust the bottom line and would likely result in a rate increase eventually. The City is focusing on getting the WWTP Fund healthy and getting an agreement with Garland before looking at the minor issue of inter-fund charges. In Director Roberts' estimation, it didn't make sense to address that issue at this time.

Manager Warnke mentioned that a couple of years ago the City implemented the charges across different funds for City provided utilities. After a year, the WWTP Fund was struggling, and had been for years, and it didn't make sense to charge the WWTP Fund until a rate increase was realized.

Manager Warnke asked Director Roberts if it was optional or if the City should budget for the \$30K expense at this time. Director Roberts explained that if the amount stays at \$30K, it is considered immaterial to the Financial Statement. It is an accounting standard so materiality reigns, and it would not be a violation of law for the City to postpone implementing now. Before the City implements the expense, it would need to be presented to the public and show the Council the impact. The WWTP Fund and the General Fund with the Parks Department are the only noteworthy amounts associated with expenses attributed to City provided utilities – the Splash Pad uses 1M gallons of water per month along with the water used for watering the grass.

Manager Warnke asked if a note from the Auditors would be included in the Financial Statements if the City didn't record the inter-department services. Director Roberts answered that materiality would be argued, but eventually the auditors could say the Financial Statements aren't material correct, which would result in qualified opinion. Before the auditors offer a qualified opinion, the Council could discuss and make any changes they deem necessary. Councilmember Wood commented that it was wise to hold off on the changes at this time. Councilmember Doutré stated that things have been improving in the WWTP Fund and moving in the right direction.

Director Roberts commended the City for transferring \$390K into the Capital Projects Fund and \$390K into the Equipment Vehicle Capital Projects Fund. It was described by Director Roberts as putting \$780K into savings. The funds are set aside specifically for capital improvements, vehicle replacements, and other equipment needs.

**Resolution No. 15-04** – Manager Warnke explained that Resolution No. 15-04 relates to a Development Agreement for the Tremont Center Subdivision. The Development Agreement identifies necessary public improvements. The Agreement also requires the City's participation in constructing an enlarged sidewalk that will function as a trail.

Funds will be transferred from the Capital Projects Fund to the Park Impact Fee Fund for the sidewalk, and will cost the City around \$10K.

The Agreement follows the City's approved template for a Subdivision Development Agreement, except for Section II – Special Conditions, which will vary with each development. Section II of the Tremont Center Subdivision, Phase I Development Agreement states that the Developer will pay \$12K for chip seal and fog coat, and \$15K for street lights.

Councilmember Doure asked Micah Capener if there was a date set for completion of the project. Mr. Capener stated there is no set deadline, but plans have been submitted. Manager Warnke commented that the subdivision has been recorded. The Agreement states there will be a cash bond to the City by January 31, 2015. Mr. Capener explained that the estimates from the engineer did not include the chip seal, fog coat, and street lights. Manager Warnke noted that the Land Use Authority Board will meet tomorrow and can discuss the situation further.

**Resolution No. 15-05** – Manager Warnke noted that Resolution No. 15-05 is concerning the Master Development Agreement and identifies the pertinent issues, along with common improvements that need to be completed. The RDA (Redevelopment Agency) is working on the creation of the Tremont Center CDA (Community Development Association). The goal is for the Taxing Entities to give the increase of taxable value to address issues for this project and the downtown areas of Main Street.

Some of the challenges in drafting a Master Development Agreement include the need to be flexible and respond to the market, and the City's need to have standards and required improvements. There is a public hearing scheduled for February 17, 2015 to adopt the plan and budget. After the public hearing and anticipated adoption of the Tremont Center CDA and Budget, the governing board and Taxing Entities will be asked to approve the Resolution that authorizes the Entities' participation in the CDA by forgoing their tax increment for a period of time. Once the CDA is approved, it will help clear up the timeline for improvements and the flexibility for the Developer that will thereafter be drafted into the Master Development Agreement.

Resolution No. 15-05 also includes a Master Site Plan, as it is a large parcel of property. The Master Site Plan identifies some of the planning principles of the development, and approves design guidelines which provide consistency and uniformity as the development occurs over time. Any amendments to the design guidelines will come to the Council for final approval. The DRC (Design Review Committee) will include the Developer, a design professional, and a City representative. The DRC will review plans to assure they comply with the design guidelines, and to review some of the site amenities which are required to be provided by the sub-developers.

Mr. Capener thinks the overall design guidelines are good, but there will be some implementation to adjust as needed.

Councilmember Doutre asked if the canal will be buried. Mr. Capener stated the canal can be buried, per the canal engineer specifications; however, the canal company will not help with the expense. The process has been started with Mr. Chris Breinholt from Jones & Associates. The creation of the CDA will help with improving Main Street and the cost associated with burying the canal.

Manager Warnke noted that if the design guidelines are approved they would be recorded against the property, along with the Master Development Agreement. As property is purchased, the design guidelines would appear on the title report. Mr. Capener postulated that the Taxing Entities will support the CDA. The CDA is set up so the Taxing Entities will receive 25% of the increment starting in 2017. Manager Warnke noted that Box Elder School District and Box Elder County were very supportive. The Council could approve the design guidelines, and allow the City Staff to work on the deadline of the cash bond for the street lights and the fee in lieu of the chip seal and fog coat.

Mr. Capener was prepared to pay the cash bond today, except he was unaware of the fees for the street lights and chip seal.

**Motion by Councilmember Holmgren to move to Closed Session.** Motion seconded by Councilmember Doutre. Roll call vote: Councilmember Doutre – aye, Councilmember Holmgren – aye, Councilmember Rohde – aye, Chairperson Wood – aye. Motion approved.

The Council moved into closed session at 6:49 p.m.

3. **CLOSED SESSIONS:**

- a. **Strategy session to discuss pending and/or reasonably imminent litigation.**
- b. **Closed session to discuss the character, professional competence or mental health of an individual.**

**Motion by Councilmember Doutre to return to open meeting.** Motion seconded by Councilmember Rohde. Roll Call Vote: Councilmember Doutre – aye, Councilmember Holmgren – aye, Councilmember Rohde – aye, Chairperson Wood – aye. Motion approved.

The Council returned to open session at 7:00 p.m.

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

## CITY COUNCIL MEETING

Chairperson Wood called the January 20, 2015 City Council Meeting to order at 7:05 p.m. The meeting was held in the Tremonton City Council Meeting Room at 102 South Tremont Street, Tremonton, Utah. Those in attendance were Chairperson Wood, Councilmembers Doutre, Holmgren, and Rohde, City Manager Shawn Warnke, Recorder Darlene S. Hess. The following Department Heads were also present: Public Works Director Paul Fulgham, and Police Chief David Nance. Also in attendance were: City Attorney Dustin Ericson, and Finance Director

Curtis Roberts.

1. Opening Ceremony:

Chairperson Wood informed the audience that he had received no written or oral request to participate in the Opening Ceremony. He asked anyone who may be offended by listening to a prayer to step out into the lobby for this portion of the meeting. The prayer was offered by Kevin Christensen from the Bear River Health Department and the Pledge of Allegiance was led by Councilmember Doutre. Mayor Fridal and Councilmember Reese were excused.

2. Introduction of guests:

Chairperson Wood welcomed all those in attendance including: Kevin Christensen from the Bear River Health Department, Jessica Tanner from the Leader, and Ben Greener a prospective member of the Planning Commission.

3. Approval of Agenda:

Chairperson Wood asked if there were any changes or corrections to the Agenda. No comments were made.

**Motion by Councilmember Doutre to approve the agenda of January 20, 2015.** Motion seconded by Councilmember Holmgren. Vote: Councilmember Doutre - aye, Councilmember Holmgren - aye, Councilmember Rohde - aye, and Chairperson Wood - aye. Motion approved.

4. Approval of minutes – January 6, 2015:

Chairperson Wood asked if there were any changes to the minutes. There were no comments.

**Motion by Councilmember Rohde to approve the minutes of January 6, 2015.** Motion seconded by Councilmember Doutre. Vote: Councilmember Doutre - aye, Councilmember Holmgren - aye, Councilmember Rohde - aye, and Chairperson Wood - aye. Motion approved.

5. Public comments: Comments limited to three minutes

There were no public comments.

6. Request to be on the agenda:

a. Brigham/Tremonton Board of Realtors

This item was tabled as no one from the Brigham/Tremonton Board of Realtors was in attendance.

7. Presentation of the Audit for Fiscal Year 2014, Curtis Roberts Finance Director

Finance Director Roberts noted that the City only has two outstanding Capital Leases, one for an Ambulance and one for a Fire Truck. The City is doing a great job managing debt. The City's debt has come down substantially.

Mike Kidman from Jones Simkins stated that the audit for the City went really well, as usual. Director Roberts and Recorder Hess know what is required and get the information needed. Jones Simkins follows generally accepted auditing standards and government auditing standards. The internal controls and compliance are reviewed during the audit. Tremonton City was found to have very good internal controls. The vast majority of government entities have some type of finding for internal controls, but Tremonton has a good control structure, and having someone with Director Roberts expertise really helps eliminate some of those issues. Therefore, there are no internal control comments, which is really good. There were no findings in testing laws and regulations that could have a direct impact on the Financial Statements.

The State Auditor requires Jones Simkins to examine several things, including Budgets, Fund Balance, Justice Courts, and others. It is a very detailed list. There were no major findings relating to State Compliance issues. Director Roberts attends the trainings each May so the City can stay on top of compliance issues. Mr. Kidman explained there have not been any new policies this year. Director Roberts and City Staff have to estimate how long the useful life is for assets. There are good faith estimates made and Jones Simkins reviews the process. There are no other independent accountants involved in the audit.

There is a pension standard coming up. Certain areas of the Country have struggled with pension liabilities. The State of Utah is fortunate as the pension fund in Utah is managed well. Governmental Accounting Standards Board (GASB), the group that writes the rules for presenting government financial statements, will begin requiring every City to include their proportionate share of any underfunded liability in the audit books. It will not impact funds or the amount paid, it will only inform the public what has been going on in the State Retirement Fund. Mr. Kidman appreciates all who help with the audit process. Chairperson Wood thanked Mr. Kidman for his overview of the audit findings.

Director Roberts noted that he will be involved in the changes that will need to take place regarding the underfunded liability the City will need to record. There will be several changes that will need to take place.

The City has no losses for the Enterprise Funds. The goal for the Treatment Plant Fund is to have a rate of return of 6% on its assets to help with funding future regulatory requirements. The rate structure is functioning as it should and generating a rate of return on the assets. Director Roberts commended Manager Warnke and Director Fulgham for all the work that has gone into the rate structure.

Director Roberts stated that the Fire/EMS Fund shows more expenses than revenue. Manager Warnke noted that during the 2013/2014 Fiscal Year, the pay schedule was changed from annual to bi-weekly; therefore, more expenses were incurred during the year for salary. Director Roberts explained that the Fire/EMS was removed from the General Fund six or seven years ago and has been functioning well. Chief Batis does a

good job managing the Fund and the City at overseeing the Fund. There is progress being made and debt is being paid off.

The General Fund taxes for the end of the 2013/2014 Fiscal Year came in \$382K higher. Most of the increase came from sales tax that was \$200K higher than anticipated, and franchise taxes were up \$130K. The other variances in the General Budget Fund were relatively minor. The General government and Public safety expenses were lower than budgeted. Chief Nance stays within his budget and had some savings. The Streets/highways has a chip/seal project that has been delayed into the 2014/2015 Fiscal Year. The total variance for the City was \$1M in the positive. Money has been put in the Capital Projects Funds with balances of: \$154K in Parks; some in Recreation and Food Pantry; \$780K in Capital Projects; and \$780K in Equipment/Vehicle Capital Projects.

Councilmember Doutre asked if it would be advantageous to pay off the Fire Department Truck and Ambulance to avoid interest charges. Director Roberts noted that the City Council could recommend a transfer to pay them off; however, the payment for 2015 has been paid. It would save the City \$12K in interest. The Fire Department was separated from the General Fund and has been accountable for expenses, including interest.

It was noted by Director Roberts that the City paid the CIB Bond early last year and has been managing funds the last couple years. Manager Warnke expressed appreciation for Director Roberts and his work directing finances and setting up fee schedules. Chairperson Wood stated the City is lucky to have Director Roberts. The Department Managers for the City are all wonderful and do a great job with budgeting and tracking expenses. Director Roberts stated it was a team effort. Tremonton City has a great team.

Manager Warnke asked Director Roberts for more information regarding the City's responsibility to include underfunded liability on the books associated with UTOPIA. Director Roberts explained that at this time there is enough variability in the terms that the liability does not have to be included now. If the terms are tightened down or a clearer interpretation comes down, then the City could be forced to bring on the full amount of the City's outstanding commitment on the UTOPIA bonds which total \$3M over the course of the next twenty-five years. There was a financial note included in the Financial Statements dated June 30, 2014, which included a full disclosure of what is happening with UTOPIA. Councilmember Doutre expressed appreciation for all Director Roberts does for the City. Director Roberts said he enjoys working with Tremonton City.

8. New Council Business:

- a. Discussion and consideration of the City Council accepting the Audit for Fiscal Year 2014

This item was discussed in item 7 above.

**Motion by Councilmember Holmgren to accept the audit for the Fiscal Year 2014 from Curtis Roberts and Jones Simkins.** Motion seconded by Councilmember Doutre. Vote: Councilmember Doutre - aye, Councilmember Holmgren - aye, Councilmember Rohde - aye, and Chairperson Wood - aye. Motion approved.

- b. Discussion and consideration of reconsideration of the City Council's decision to revoke the business license of Huff N Puff N Stuff owned by Moonlight Project, Co – Brad Schofield, Counsel representing Moonlight Project, Co. and Dustin Ericson, Tremonton City Attorney

The attorney for Huff N Puff N Stuff, Brad Schofield, thanked the Council for being willing to reconsider the revocation of the business license for Huff N Puff N Stuff. There was a timely appeal filed on behalf of Huff N Puff N Stuff, and Mr. Schofield contacted the Division of Corporation and Commercial Code. The Division of Corporation and Commercial Code has a statement of corrections that can be made and it can relate back to the original time of application. Mr. Schofield's clients have made those corrections and Mr. Shane Moates, who was the original owner, is still part of Huff N Puff N Stuff. Mr. Schofield was told by the Department of Commerce, that they handle similar issues often and the changes can be dated back to the original filing date. The hope is that the Council will reconsider the revocation of the business license.

Attorney Ericson stated that the Council has three decisions before them: 1) to reinstate the business license for Huff N Puff N Stuff that was revoked about one and a half months ago, 2) to sustain the revocation, or 3) to table the item. If the Council decides to sustain the revocation or table it, the City will be subject to time limitations and need to move forward in the District Court on the appeal process. It is Attorney Ericson's opinion, that any decision the Council makes would be legally justified.

Councilmember Rohde appreciates the civility of Huff N Puff N Stuff. It has not been a negative campaign. Councilmember Rohde is in favor of reinstating the business license. Councilmember Doutre is in favor of sustaining the revocation of the license based on the following items: the license was issued in error, and the location is not within the legal guidelines. Mr. Schofield explained that if the business license is reinstated it would be grandfathered in, and would be legal under State and City codes.

Councilmember Holmgren asked Attorney Ericson what would happen if there were any change in ownership in the future. Attorney Ericson stated that if Mr. Moates transferred his ownership in Huff N Puff N Stuff at anytime in the future, it would require the City to revoke the business license. Councilmember Holmgren noted that based on State Law and City Code the City could not issue a new business license for a vapor shop in the City. Attorney Ericson remarked that if Huff N Puff N Stuff changed ownership, the grandfather status would be gone.

Chairperson Wood commented that Chief Nance told the Council in previous meetings that there were no problems with Huff N Puff N Stuff upon previous inspection. Huff N Puff N Stuff is a tax paying business, and Chairperson Wood is in favor of reinstating the business license.

**Motion by Councilmember Rohde to reinstate the license of Huff N Puff N Stuff owned by Moonlight Project Company.** Motion seconded by Chairperson Wood. Roll Call Vote: Councilmember Doutre - nay, Councilmember Holmgren - aye, Councilmember Rohde - aye, and Chairperson Wood - aye. Motion

approved.

Manager Warnke understands that a new business license will need to be issued as the old one expired. Chairperson Wood welcomed Huff N Puff Stuff back. Mr. Schofield thanked the Council for their time.

The council moved to item 8 f. Attorney Ericson will be leaving after the discussion of item 8 f.

- f. Discussion and consideration of approving Resolution No 15-07 authorizing the Mayor or City representative to sign a Request for Full Reconveyance for Lots 7, 8, 9, 11, 12,13,15, and 16 of Tremont Village PUD, Phase 1

Manager Warnke reminded the Council of the joint venture Tremont City participated in for an affordable housing project. The property was the location of the old Public Works property owned by the City. The City received a Deed of Trust for participating. The concept for the affordable housing project was for low to moderate income individuals to lease to own a home. At the end of fifteen years of the lease, the homes would be sold to individuals and the City would realize the proceeds associated with the sale of the property at that time. The homes have been sold and the City received \$134K for the City property including principal and interest.

Resolution No. 15-07 will identify and disclose that the City has been paid and release the City's interest in the property. Attorney Ericson noted that by signing the Resolution, the City acknowledges receipt of funds owed and waiving any interest it might have in those parcels of property. Chairperson Wood asked Director Fulgham if the property has been kept up. Director Fulgham noted that it has been. Chairperson Wood expressed that it has been a good thing for the City. Manager Warnke noted that the promissory note the City has been tracking on the Financial Statements has been satisfied by the payment of the \$134K.

**Motion by Councilmember Holmgren to approve Resolution No. 15-07 and authorize the Mayor to sign the request for full reconveyance for Lots 7, 8, 9, 11, 12, 13, 15, and 16 of Tremont Village, Phase I.** Motion seconded by Councilmember Dautre. **Councilmember Holmgren revised motion to allow the Mayor or City Representative to sign Resolution No. 15-07.** Roll Call Vote: Councilmember Dautre - aye, Councilmember Holmgren - aye, Councilmember Rohde - aye, and Chairperson Wood - aye. Motion approved.

Attorney Ericson was excused.

- c. Discussion and consideration of adopting Resolution No.15-04 approving the Tremont Center Subdivision, Phase 1 Subdivision Development Agreement

Manager Warnke reminded the Council that the Tremont Center Subdivision, Phase I Development Agreement includes the City's participation of \$9,100 for an expanded sidewalk trail. The City will require the Developer to place the cash escrow bond by January 31, 2015. The remaining funds, relating to street lights and the fog coat/ship seal project, need to be received by the City prior to the Site Plan approval.

**Motion by Councilmember Doutre to adopt Resolution No. 15-04 with the cash escrow for the chip seal and the street lights being received by January 30<sup>th</sup> or prior to the approval of the Site Plan.** Motion seconded by Councilmembers Rohde and Holmgren. Roll Call Vote: Councilmember Doutre - aye, Councilmember Holmgren - aye, Councilmember Rohde - aye, and Chairperson Wood - aye. Motion approved.

- d. Discussion and consideration of adopting Resolution No. 15-05 approving a Tremont Center Master Development Agreement

As explained by Manager Warnke, the Tremont Center Master Development Agreement includes some financial obligations that are outlined in the Agreement along with Design Guidelines and core planning principles. The language will be reworded on the financial and planning principles, as there needs to be a consensus between the Developer and the City before approval.

There is a consensus in the general terms of the Design Guidelines; however, as it is implemented there may need to be adjustments. The Council could approve the Design Guideline element of the Agreement. Councilmember Holmgren asked if the adjustments would go through the Land Use Authority Board. Manager Warnke noted that if the Design Guidelines are approved, there is a DRC that would review and recommend adjustments. Any amendments would then come to the Council for approval.

**Motion by Councilmember Holmgren to adopt Resolution No. 15-05 with the exception that any design changes will be done through the Design Review Committee.** Motion seconded by Chairperson Wood. Manager Warnke noted that the Council can approve just one specific element of the Agreement. **Motion by Councilmember Holmgren adjusted his motion to approve the Design Guidelines of Resolution No. 15-05.** Motion seconded by Chairperson Wood. Roll Call Vote: Councilmember Doutre - aye, Councilmember Holmgren - aye, Councilmember Rohde - aye, and Chairperson Wood - aye. Motion approved.

The Council approved Manager Warnke to go forward with the re-writing of Resolution No. 15-05 to match the approval and move forward. Mr. Capener thanked the Council for being willing to work with him on the project. Councilmember Doutre noted that the designs are really beautiful and look good.

- e. Discussion and consideration of adopting Resolution No. 15-06 repealing Resolution No. 14-04 and amending a template subdivision development agreement

Manager Warnke remarked that Resolution No. 15-06 will update items that needed to be updated and will make the Agreement clearer.

**Motion by Councilmember Doutre to adopt Resolution No. 15-06 and repeal Resolution No. 14-04.** Motion seconded by Councilmember Holmgren. Roll Call Vote: Councilmember Doutre - aye, Councilmember Holmgren - aye, Councilmember Rohde - aye, and Chairperson Wood - aye. Motion approved.

- g. Discussion and consideration of adopting Resolution No. 15-08 authorizing the renewal of the Autoliv Wastewater Pre Treatment Agreement

Director Fulgham explained it is standard procedure to renew a Wastewater Pre Treatment Agreement every three years. Autoliv has a small pre treatment unit that recaptures water off the product and removes the nitrates. Chairperson Wood asked if the water from Autoliv is fairly clear after the pre-treatment. Director Fulgham noted that the pre-treatment unit at Autoliv does a good job. Autoliv only pre-treats 200 gallons per day as the rest of the water is clear.

Councilmember Doutre asked if the expansions at Autoliv are in Tremonton or Garland. Director Fulgham responded that the last two expansions at Autoliv are in Garland.

**Motion by Councilmember Rohde to approve the adoption of Resolution No. 15-08 as it has been written.** Motion seconded by Councilmember Holmgren. Roll Call Vote: Councilmember Doutre - aye, Councilmember Holmgren - aye, Councilmember Rohde - aye, and Chairperson Wood - aye. Motion approved.

- h. Discussion and consideration to surplus Patrol Car T40 - a 2009 Dodge Charger (VIN # 2B3KA43T89H519309 mileage 86,594)

Chief Nance recalled that the Council approved the replacement of T40 last year. T40 has been used as a spare vehicle, but recently developed a lifter camshaft issue. This is the third Dodge in the fleet that has developed the issue on the same cylinder. It appears to be a design flaw. Dodge refuses to cover the repair, even though it is only four months past the five year warranty. The cost for repairs is \$2,500 and Chief Nance doesn't think T-40 is worth putting the money into. Chief Nance noted that the last Charger that went out to bid went for a couple thousand dollars to a buyer back east. It also had some mechanical problems. Chief Nance assumes T-40 will bring the same price as they were similar vehicles with mechanical problems.

Councilmember Rohde asked how the community could put a bid on this vehicle if interested. Chief Nance stated that it will be put on a surplus site. Chairperson Wood asked Chief Nance to get the site information to Jessica Tanner with the Leader. Chief Nance said it will not be listed in the newspaper.

**Motion by Councilmember Doutre to surplus Patrol Car VIN # 2B3KA43T89H519309, 2009 Dodge Charger.** Motion seconded by Councilmember Rohde. Vote: Councilmember Doutre - aye, Councilmember Holmgren - aye, Councilmember Rohde - aye, and Chairperson Wood - aye. Motion approved.

9. Comments:

- a. Administration/City Manager Advice and Consent.

- 1) No comments.

b. Council Reports:

**Councilmember Rohde** expressed concern that there is not a fence up between West Liberty Foods and the home owners to the West, as it was part of the conditions from the Planning Commission. Manager Warnke will check the record. Councilmember Rohde also had questions from home owners about a sound barrier that West Liberty Foods was required to install on the roof. Manager Warnke will check into the requirements.

**Councilmember Doutre** introduced Ben Greener to the Council. Mr. Greener is willing to be a member of the Planning Commission. Manager Warnke will put it on the February 3, 2015 Agenda for the Council to consider Mr. Greener's appointment to the Planning Commission. The Council thanked Mr. Greener for his willingness to serve. Councilmember Doutre thanked Recorder Hess and her staff for work done on the audit. The audit is painless for the Council because of the great staff. Recorder Hess noted it all Departments that make the audit go smoothly, not just her staff. Councilmember Doutre thanked all the great people that work for the City.

**Councilmember Holmgren** attended training for the Tour of Utah bicycle race that will be coming to Tremonton. The Tour of Utah will be exciting and bring a lot of people to Tremonton and the top of Utah. It will take a lot of people being involved and volunteering. It will be good for the City. Compliments to Mr. Capener and everyone involved with the Tremont Center Development. It will be positive for the City. There has been a lot of time and effort involved and it looks like there is headway being made.

**Chairperson Wood** expressed that the financial audit looks good and the departments look great. The Department Managers do a great job and the Council appreciates the effort. Good Luck to Mr. Capener. The City needs more tax revenue, and places to shop. Growth is good.

10. Adjournment.

**Motion by Councilmember Rohde to adjourn the meeting.** Motion seconded by Councilmember Doutre. Vote: Councilmember Doutre - aye, Councilmember Holmgren - aye, Councilmember Rohde - aye, and Chairperson Wood - aye. Motion approved.

The meeting adjourned at 8:14 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 Cynthia Nelson.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

---

Darlene S. Hess, Recorder

**TREMONTON CITY**  
**CITY COUNCIL MEETING**  
**FEBRUARY 3, 2015**

|                       |   |
|-----------------------|---|
| <b>TITLE:</b>         | Discussion on Street Lighting along 400 West and along Main Street. |
| <b>FISCAL IMPACT:</b> | Future Fiscal Impacts to Development & Redevelopment                |
| <b>PRESENTER:</b>     | Paul Fulgham, Tremonton City Public Works Director                  |

**Prepared By:**

Paul Fulgham  
Public Works Director

**RECOMMENDATION:**

No Recommendation Just Informational.

**BACKGROUND:**

Exploring possible options for future lighting projects that can and will enhance our existing downtown and future downtown development.

New light can enhance our downtown and save the City money on future electrical cost.

This thoughts process was discussed and being worked out with the Box Elder County at the Fairgrounds, with the lighting along Main Street and 1000 West where the new sidewalk has been installed.

**Attachments:**

1. Alignment of Possible Street Lights with Cost Estimates

**TREMONTON CITY**  
**CITY COUNCIL MEETING**  
**FEBRUARY 3, 2015**

|                       |   |
|-----------------------|---|
| <b>TITLE:</b>         | Discussion on Street Lighting along 400 West and along Main Street. |
| <b>FISCAL IMPACT:</b> | Future Fiscal Impacts to Development & Redevelopment                |
| <b>PRESENTER:</b>     | Paul Fulgham, Tremonton City Public Works Director                  |

**Prepared By:**

Paul Fulgham  
Public Works Director

**RECOMMENDATION:**

No Recommendation Just Informational.

**BACKGROUND:**

Exploring possible options for future lighting projects that can and will enhance our existing downtown and future downtown development.

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**Attachments:**

1. Alignment of Possible Street Lights with Cost Estimates

## Alignment of Possible Street Lighting



- **First Phase would be 400 West Tremonton City Center Development, with the Electrical Meter Base at the north end of the proposed development at 300 North**
- **Other Phases can be added as Main Street Redevelops**
- **Instead of paying Rocky Mountain Power \$12.50 per month per light (standard design non decorative) for electricity & maintenance, the cost would be approximately \$1.50 per light for electricity another small amount per month could be sat aside for maintenance**

**400 West (Main Street to 350 North)  
1500-foot Approximately (Spacing 150-foot Apart)**

**City Crew Doing Work**

Quantity

|      |                                   |            |                    |
|------|-----------------------------------|------------|--------------------|
| 10   | 14-foot 32 Watt (100 Watt EQ) LED | \$1,800.00 | \$18,000.00        |
| 1500 | 2" Conduit                        | \$0.70     | \$1,050.00         |
| 2000 | #8 Wire                           | \$1.00     | \$2,000.00         |
| 10   | Junction Boxes                    | \$50.00    | \$500.00           |
| 10   | Concrete Base                     | \$40.00    | \$400.00           |
| 1    | 100 AMP Meter Base & Disconnect   | \$500.00   | \$500.00           |
|      | <b>Sub Total</b>                  |            | \$22,450.00        |
|      | 10% Contingency                   |            | \$2,245.00         |
|      | <b>Total</b>                      |            | <b>\$24,695.00</b> |

Quantity

|      |                                 |            |                    |
|------|---------------------------------|------------|--------------------|
| 10   | 14-foot 100 Watt Metal Halide   | \$1,650.00 | \$16,500.00        |
| 1500 | 2" Conduit                      | \$0.70     | \$1,050.00         |
| 2000 | #6 Wire                         | \$2.00     | \$4,000.00         |
| 10   | Junction Boxes                  | \$50.00    | \$500.00           |
| 10   | Concrete Base                   | \$40.00    | \$400.00           |
| 1    | 100 AMP Meter Base & Disconnect | \$500.00   | \$500.00           |
|      | <b>Sub Total</b>                |            | \$22,950.00        |
|      | 10% Contingency                 |            | \$2,295.00         |
|      | <b>Total</b>                    |            | <b>\$25,245.00</b> |

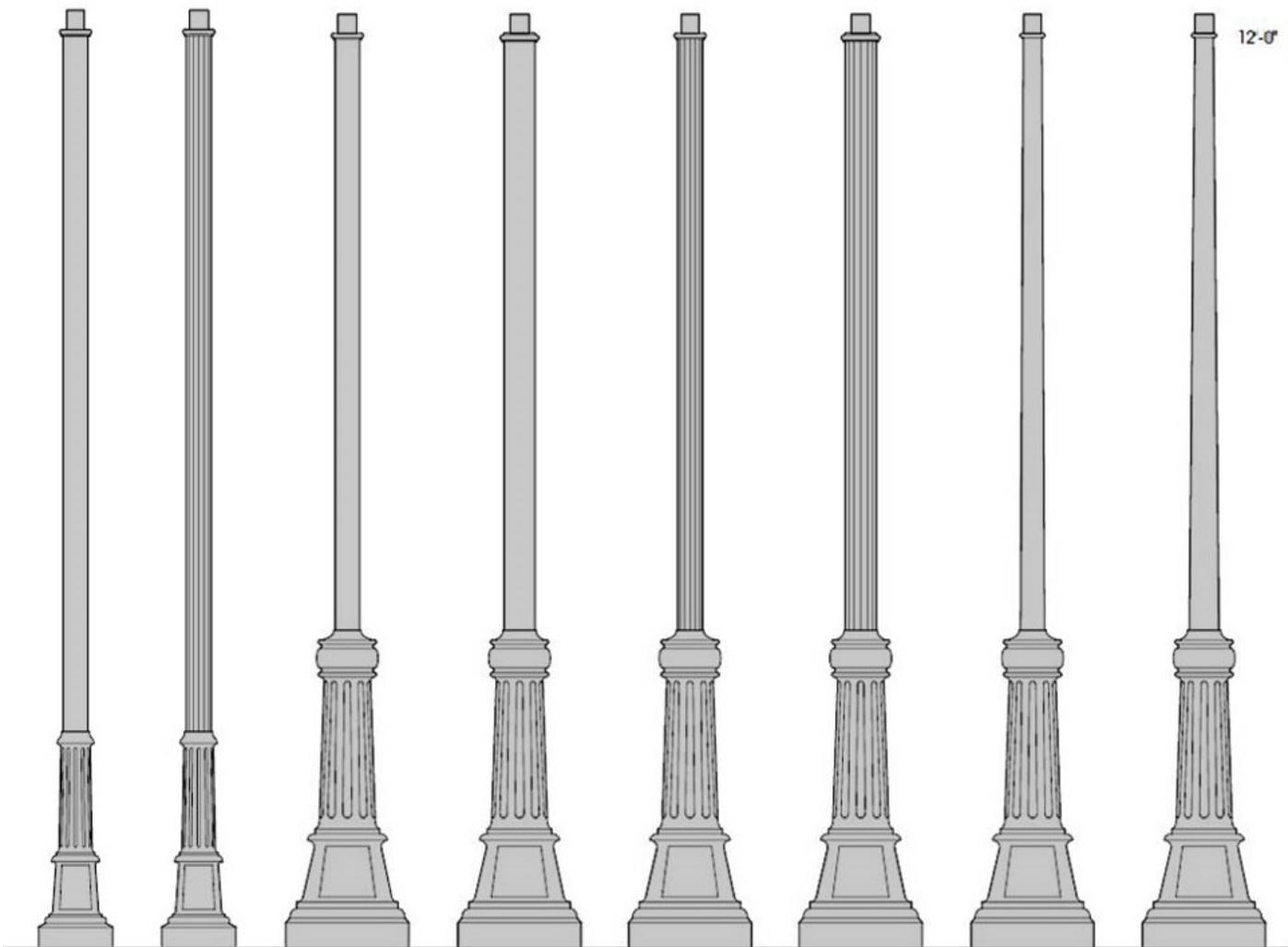
**Outside Contractor Doing Work**

Quantity

|      |                                   |             |                    |
|------|-----------------------------------|-------------|--------------------|
| 10   | 14-foot 32 Watt (100 Watt EQ) LED | \$1,800.00  | \$18,000.00        |
| 1500 | 2" Conduit                        | \$0.70      | \$1,050.00         |
| 2000 | #8 Wire                           | \$1.00      | \$2,000.00         |
| 10   | Junction Boxes                    | \$50.00     | \$500.00           |
| 10   | Concrete Base                     | \$40.00     | \$400.00           |
| 1    | 100 AMP Meter Base & Disconnect   | \$500.00    | \$500.00           |
|      | <b>Sub Total</b>                  |             | \$22,450.00        |
|      | 10% Contingency                   |             | \$2,245.00         |
| 1    | Labor                             | \$10,000.00 | \$10,000.00        |
|      | <b>Total</b>                      |             | <b>\$34,695.00</b> |

Quantity

|      |                                 |             |                    |
|------|---------------------------------|-------------|--------------------|
| 10   | 14-foot 100 Watt Metal Halide   | \$1,650.00  | \$16,500.00        |
| 1500 | 2" Conduit                      | \$0.70      | \$1,050.00         |
| 2000 | #6 Wire                         | \$2.00      | \$4,000.00         |
| 10   | Junction Boxes                  | \$50.00     | \$500.00           |
| 10   | Concrete Base                   | \$40.00     | \$400.00           |
| 500  | 100 AMP Meter Base & Disconnect | \$1.50      | \$750.00           |
|      | <b>Sub Total</b>                |             | \$23,200.00        |
|      | 10% Contingency                 |             | \$2,320.00         |
| 1    | Labor                           | \$10,000.00 | \$10,000.00        |
|      | <b>Total</b>                    |             | <b>\$35,520.00</b> |



# Main Street Light Estimate Per Block Per Side of Street 3-Per Side Spacing Approximately 150-foot Apart

## City Crew Doing Work

Quantity

|     |                                   |            |                   |
|-----|-----------------------------------|------------|-------------------|
| 3   | 14-foot 32 Watt (100 Watt EQ) LED | \$1,800.00 | \$5,400.00        |
| 500 | 2" Conduit                        | \$0.70     | \$350.00          |
| 500 | #8 Wire                           | \$1.00     | \$500.00          |
| 3   | Junction Boxes                    | \$50.00    | \$150.00          |
| 3   | Concrete Base                     | \$40.00    | \$120.00          |
| 500 | Sidewalk Repair                   | \$1.50     | \$750.00          |
|     | <b>Sub Total</b>                  |            | \$7,270.00        |
|     | 20% Contingency                   |            | \$1,454.00        |
|     | <b>Total</b>                      |            | <b>\$8,724.00</b> |

Quantity

|     |                               |            |                   |
|-----|-------------------------------|------------|-------------------|
| 3   | 14-foot 100 Watt Metal Halide | \$1,650.00 | \$4,950.00        |
| 500 | 2" Conduit                    | \$0.70     | \$350.00          |
| 500 | #6 Wire                       | \$2.00     | \$1,000.00        |
| 3   | Junction Boxes                | \$50.00    | \$150.00          |
| 3   | Concrete Base                 | \$40.00    | \$120.00          |
| 500 | Sidewalk Repair               | \$1.50     | \$750.00          |
|     | <b>Sub Total</b>              |            | \$7,320.00        |
|     | 20% Contingency               |            | \$1,464.00        |
|     | <b>Total</b>                  |            | <b>\$8,784.00</b> |

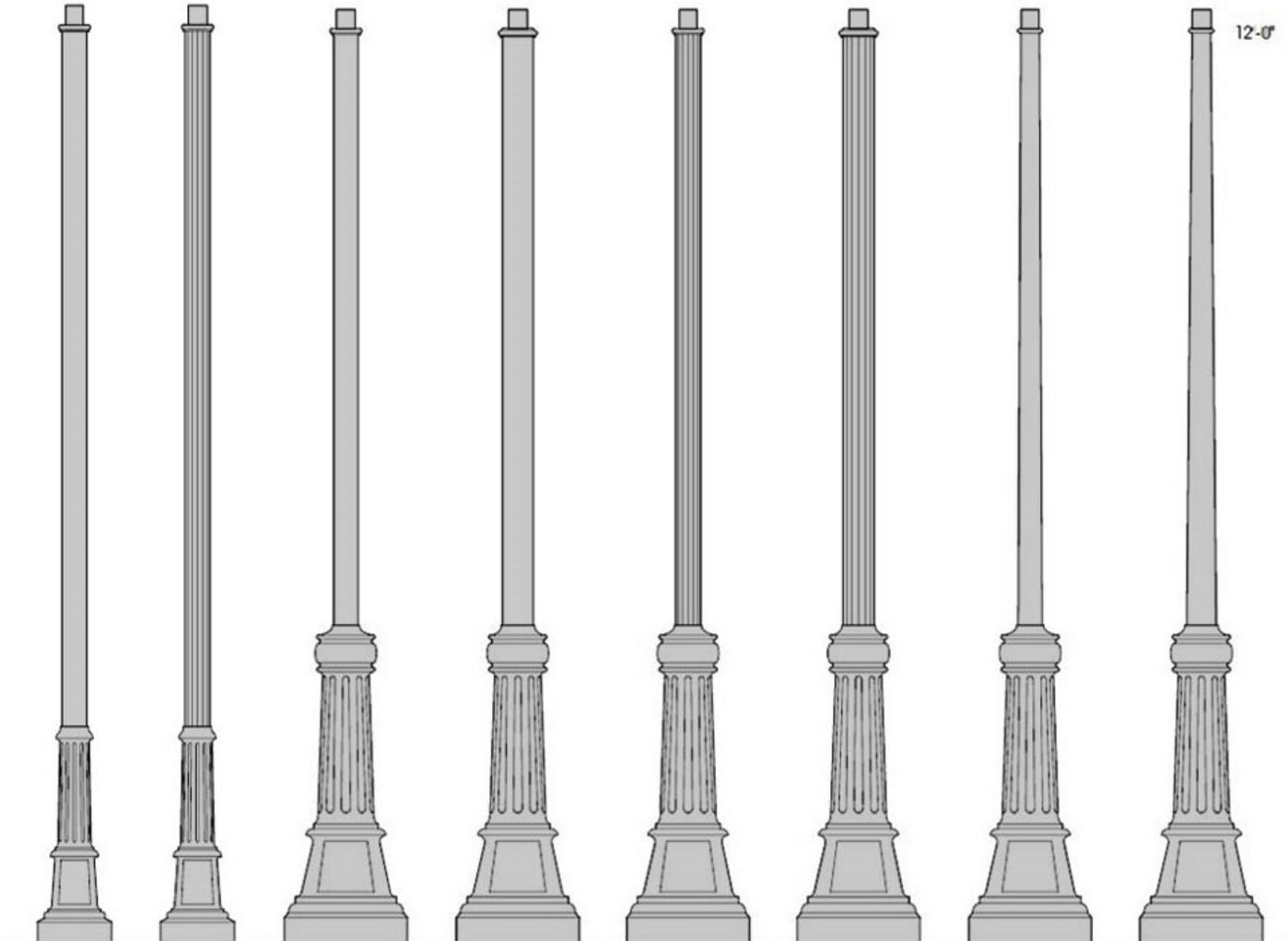
## Outside Contractor Doing Work

Quantity

|     |                                   |            |                    |
|-----|-----------------------------------|------------|--------------------|
| 3   | 14-foot 32 Watt (100 Watt EQ) LED | \$1,800.00 | \$5,400.00         |
| 500 | 2" Conduit                        | \$0.70     | \$350.00           |
| 500 | #8 Wire                           | \$1.00     | \$500.00           |
| 3   | Junction Boxes                    | \$50.00    | \$150.00           |
| 3   | Concrete Base                     | \$40.00    | \$120.00           |
| 500 | Sidewalk Repair                   | \$1.50     | \$750.00           |
|     | <b>Sub Total</b>                  |            | \$7,270.00         |
|     | 20% Contingency                   |            | \$1,454.00         |
| 1   | Labor                             | \$6,000.00 | \$6,000.00         |
|     | <b>Total</b>                      |            | <b>\$14,724.00</b> |

Quantity

|     |                               |            |                    |
|-----|-------------------------------|------------|--------------------|
| 3   | 14-foot 100 Watt Metal Halide | \$1,650.00 | \$4,950.00         |
| 500 | 2" Conduit                    | \$0.70     | \$350.00           |
| 500 | #6 Wire                       | \$2.00     | \$1,000.00         |
| 3   | Junction Boxes                | \$50.00    | \$150.00           |
| 3   | Concrete Base                 | \$40.00    | \$120.00           |
| 500 | Sidewalk Repair               | \$1.50     | \$750.00           |
|     | <b>Sub Total</b>              |            | \$7,320.00         |
|     | 20% Contingency               |            | \$1,464.00         |
| 1   | Labor                         | \$6,000.00 | \$6,000.00         |
|     | <b>Total</b>                  |            | <b>\$14,784.00</b> |



**TREMONTON CITY  
CITY COUNCIL MEETING  
February 3, 2015**

|                       |   |
|-----------------------|---|
| <b>TITLE:</b>         | Discussion of switching Internet Service Providers for Tremonton City owned facilities- |
| <b>FISCAL IMPACT:</b> | Detailed below in body of report  |
| <b>PRESENTER:</b>     | Shawn Warnke, City Manager and Paul Fulgham, Public Works Director                      |

**Prepared By:**  
Shawn Warnke  
City Manager  
&  
Paul Fulgham  
Public Works  
Director

**Recommendation:**

I recommend that the City receive a wholesale data connection from UTOPIA and continue with Veracity for voice services. If the City Council agrees with this recommendation then the necessary contracts will be prepared and DynaQuest will purchase the necessary hardware to for receiving a wholesale data connection through UTOPIA.

**Background:**

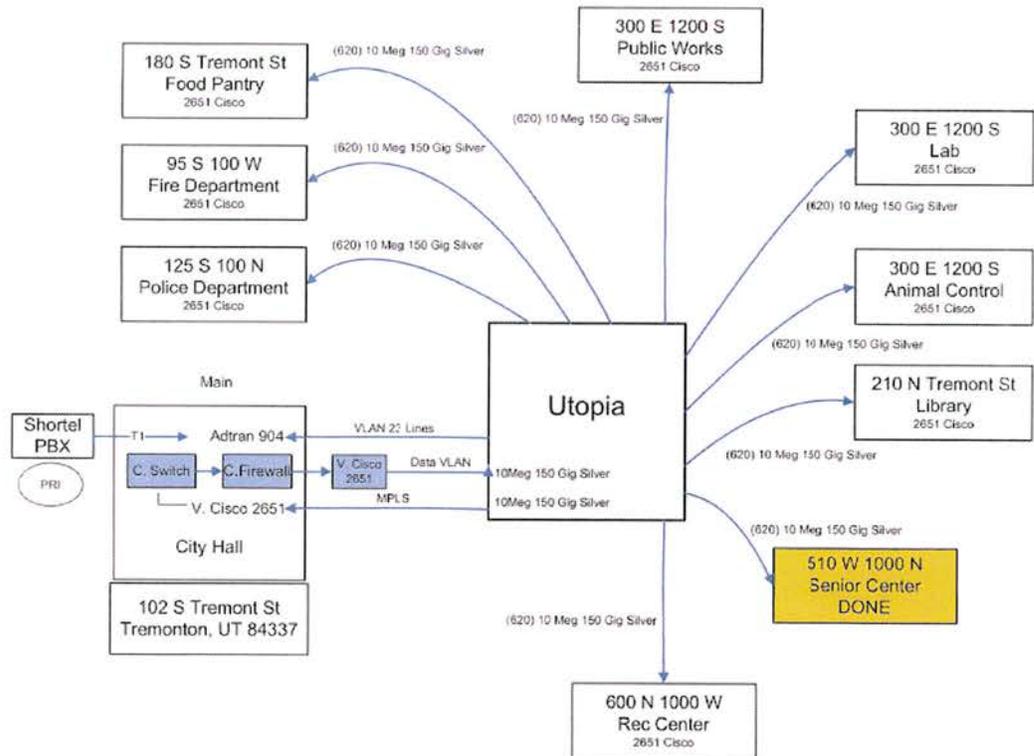
Veracity Networks is the City's current service provider of voice and data services. Veracity provides the aforementioned services over the UTIOPIA network. The City has been with Veracity for approximately 5 years and the City's current contract has expired. With the expiration of the current contract the City has been exploring different opportunities to receive voice and data services.

**Data Recommendation.** Several months ago while attending some UTOPIA/Macqurie meetings Councilmember Rohde heard a comment regarding cities getting a wholesale internet connection directly from UTOPIA. The wholesale connection is only available to UTOPIA member cities. Based upon this comment City staff has looked into the different options for data which includes: 1) getting a wholesale connection from UTOPIA; or 2) continuing to receive data from Veracity.

The City is recommending receiving a wholesale connection from UTOPIA configured as follows:

- *City Connection.* Receive from UTOPIA an unlimited (no data cap) 30 Mbps connection to be shared by the following facilities: City Offices, Food Pantry, Public Works, Police Department, Fire Department, and Recreation Department.
- *Library Connection.* Receive from UTOPIA an unlimited (no data cap) 10 Mbps connection to be shared by the following facilities: Library and Senior Center (Satellite Library Branch).

Currently, Tremonton City has a 10 Mbps connection to the various ports located at City facilities, as shown in the schematic below. The new configuration for service delivery will have a 30 Mbps connected to the Civic Center and from there services will be distributed to the other City facilities. This new configuration of sharing a connection will be slower with the more users that are on the internet at the same time. Veracity provided the City usage reports for a week. According to this usage report the peak use for internet required approximately 30 Mbps. If for some reason there is still not sufficient bandwidth under the new configuration the City can increase to a 50 Mbps connection UTOPIA can increase the bandwidth the same day of the request.



According to Veracity one of the draw-back to getting a wholesale connection is that there is no customer support. Veracity supplied the City with a list of service calls that have occurred over the past several years. I have spoken with DynaQuest and they believe that they can in some measure fill the customer support void. Specifically, Dynaquest will be able to tell the City if the internet connection problem is on Tremonton's side of the firewall or on UTOPIA's side. UTOPIA is also working towards having a redundant feed up to northern Utah which will decrease downtimes. Additionally, I would note that Veracity's level of customer service/support has increased in the recent past, but generally Veracity's delay in getting back to City staff on questions and issues have been a source of frustration.

One other item to note is that the City will need to purchase some addition hardware associated with receiving a UTOPIA connection. The City is working with DynaQuest to receive the costs.

**Voice Recommendation.** While UTOPIA can provide the City a direct wholesale connection it cannot provide the City with a voice product. UTOPIA gave two possible leads on other service providers. However, the City is concerned about switching voice providers and jeopardizing caller identification. As you may know for the previous 4- 5 years the City has not had caller identification under Veracity (which as I understand it was a promised service when the City first signed the contract). For years Veracity stated that they could not provide caller identification, because of another service provider's non-cooperation and/or because of another service provider's equipment being incompatible with Veracity's equipment. (Essentially, Veracity's equipment had to interface with another service provider's equipment for the City to receive caller identification.) The 4-5 year stalemate was ended by Chief Nance's continually lobbying both companies to resolve the issue because the Police Department's lack of caller identification was creating a public safety issue. Purportedly, the other another service provider relented and resolved the issue so that Veracity could provide caller identification to the City offices.

For many years the City has been charged local calls from Veracity. Veracity does not typically charge the City for local calls; however, due to the configuration of the UTOPIA network in Tremonton, Veracity Networks' equipment has to interface with another service provider's network which generates a charge from another service provider to Veracity. This charge was then passed along to the City. After months of trying to understand why the City is receiving charges for local calls the aforementioned explanation was given. As mentioned above Veracity typically does not charge a fee for local calls and Veracity is willing to do the same in Tremonton's case, so long as the total amount that another service provider charges Veracity stays nominal.

For all these reasons City staff is recommending continuing voice with Veracity.

The proposed contract term is for an additional three year period of time. It has been represented to the City that the minimum time period is associated with the amortization of equipment that Veracity has to purchase to provide services to Tremonton. Additionally, Veracity has represented that UTOPIA makes them enter into a contract for each subscriber in providing services.

**Costs Comparison.** Below is a cost comparison of the various options outlined in this report.

*Voice & Data Option with Veracity.* The total monthly cost associated with receiving an unlimited (no data cap) shared 20 Mbps connection for all of Tremonton owned facilities from Veracity is \$1,604. This amount does not include charges for long distance calling.

*Voice Only Option with Veracity.* The total monthly cost associated with receiving voice only from Veracity is \$587. This amount does not include charges for long distance calling. Additionally there is an opportunity to reduce this amount by disconnection some seldom used fax lines at the Public Works Office and Parks & Recreation Office.

*Data Option with UTOPIA.* The total monthly cost associated with receiving an unlimited (no data cap) shared 30 Mbps connection from UTOPIA is \$600. This connection would be shared by: City Offices, Food Pantry, Public Works, Police Department, Fire Department, and Recreation Department. If the City wanted a 20 Mbps shared connection for the aforementioned facilities the costs would be \$525.

The total monthly cost associated with the Library receiving a separate 10 Mbps connection that is shared by the Library and Satellite Library (Senior Center) is \$250.

**Historical Internet Costs.** As you know UTOPIA has been trying to increase revenue from its existing subscribers. In the past UTOPIA had always charged for speed at which data can be transferred, but until recent UTOPIA had never charged for the volume of data transferred. Several years ago UTOPIA accessed service providers with a charged for the volume of data transferred over the fiber optic network.

Veracity did not apply this added charge on their existing customers during the middle of an existing contract. However, now that our previous contract has ended Veracity has added this fee to the proposed contract renewal.

It might be worth noting that prior to being on the UTOPIA network the City average bill from another service provider was \$2,659.82 a month. Currently the City's

average bill from Veracity is \$1,118.13 a month. Under the current contract the savings from another service provider to Veracity was approximately \$1,540 a month which equals approximately \$18,500 per year.

**TREMONTON  
CITY COUNCIL MEETING  
FEBRUARY 3, 2015**

|                       |  |
|-----------------------|--|
| <b>TITLE:</b>         | Discussion and consideration of forming a small consortium between Tremonton and Garland Libraries (which would allow card holders to check-out books at either Tremonton City Library or Garland City Library) and authorizing Tremonton City staff to work with Garland City staff in submitting a grant to the State Library to develop the consortium. |
| <b>FISCAL IMPACT:</b> |  |
| <b>PRESENTER:</b>     | Kim Griffiths, Tremonton Library Director & Danielle Rasmussen, Garland Library Director   |

**Prepared By:**

Kim Griffiths  
Library Director

**RECOMMENDATION:**

I recommend that the City Council consider a consortium between Tremonton and Garland libraries and authorize Tremonton City staff to work with Garland City staff in submitting a grant to the State Library to develop the consortium.

**BACKGROUND:**

Director Rasmussen and I would like to form a co-op or consortium between the Tremonton and Garland libraries wherein we will have a combined ILS (Integrated library system). This will allow patrons to check out items from either library on a single card.

There is a State grant that will possibly cover all costs for the first year. The first year costs include changing ILS systems, new barcodes, new patron cards, wages for the change over, just about anything that is needed!

The consortium between Tremonton and Garland will benefit all citizens by having access to a larger number of material. Joining our libraries will not only benefit the citizens of both cities but will make book purchasing and programming much easier and will cut costs. For instance Tremonton Library has a very good audio collection whereas Garland Library has a good teen and movie collection. We will be able to purchase less things we don't need and more of what our patrons desire. Collaborating will make it easier to focus on the best parts of our collections and increase the access our patrons have to our diversified collections. We will be better prepared to meet the growing demands for library services.

As part of the creating the consortium we recommend for your consideration eliminating all non-resident fees which would allow all citizens in the area use of either/both libraries for free. Garland City has already agreed to drop their non-resident fees. Offering free cards to non-residents is a big part of this collaboration also looks much better on the grant. When you compare Tremonton City's revenues from fees from non-resident library cards last year compared to full funding for the funding of the grant there is no comparison. Additionally the cities will need to streamline our policies about checkout times and fee's making it easier for both libraries and easier for the patrons.

Tremonton and Garland have been very separate and there is a perception that the communities may be begrudging towards each other. Why not change this perception and give all the citizens access to both of our amazing

libraries? Creating a consortium will be a huge step towards reversing the public's negative perceptions between the cities and bring both of our communities the best library service we can provide.

Our first steps in this process will be to choose an ILS and apply for the grant offered by the State Library. We are gathering proposals from several vendors to submit with our grant proposal. Once the grant is applied for it will take 4-6 weeks to find out if we will be awarded the grant.

## Shawn Warnke

---

**From:** Kim Griffiths  
**Sent:** Wednesday, January 28, 2015 10:05 AM  
**To:** Shawn Warnke  
**Subject:** Re: Sorry forgot to attach it.

Shawn,

All the costs for this will be in the first year. We will switch ILS systems so there will be a cost for migrating all our collection and patron records. We will have to replace all the collection barcodes and patron cards will need to be replaced and changed to reflect our consortium. There will be training for staff provided by the ILS vendor. Plus all the staff time needed to switch everything over and train them on a new system. These expenses will be covered by the LSTA grant we are applying for. Ongoing expenses would be the yearly service renewal for the ILS. The system we both like will raise our annual renewal by \$250 dollars. Any other supplies for later years will be taken care of in my budget. I do not see a change needed for this.

We are planning a meeting with Juan from the State Library to help us know all the ins and outs of a consortium. We are still learning about this too. We would still have a separate libraries in that we would have our own boards and budgets. Juan says that the State library will send us some sample consortium agreements to look at. Basically we will only be combining our systems and offering a larger collection to our citizens. Our biggest loss would be if we did away with the non-resident fees, which is something Dani and I are really pushing for. I do not see any reason why we would dissolve our consortium. We will check with Juan about that.

I hope this answers your questions  
Kim

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**From:** Shawn Warnke  
**Sent:** Wednesday, January 28, 2015 6:09 AM  
**To:** Kim Griffiths  
**Subject:** RE: Sorry forgot to attach it.

Hi Kim

Great write-up! Added a few suggested changes and comments to consider in the attached document! Great job and effort to better library services! Shawn

PS A few questions that I have regarding the consortium is the following:

- What are the ongoing costs associated with creating a consortium?
- Is there an agreement that would formalize the particulars of the consortium?
- How would the Library Board be structured between both cities and how do you envision coordinating between the cities? It seems like maximizing the benefits of the consortium requires ongoing communication regarding purchasing for the collection and programming, etc.
- In the future how would the consortium be dissolved?

Thanks Shawn

Shawn Warnke, Tremonton City Manager

102 South Tremont Street  
Tremonton, Utah 84337  
435-257-9504

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**From:** Kim Griffiths  
**Sent:** Tuesday, January 27, 2015 3:26 PM  
**To:** Shawn Warnke  
**Subject:** Sorry forgot to attach it.

**TREMONTON CITY  
CITY COUNCIL MEETING  
February 3, 2015**

|                       |   |
|-----------------------|---|
| <b>TITLE:</b>         | Discussion and consideration of the City Council appointing an individual to serve on the Planning Commission |
| <b>FISCAL IMPACT:</b> |   |
| <b>PRESENTER:</b>     | Councilmember Rohde or Steve Bench, Zoning Administrator  |

**Prepared By:**

Shawn Warnke  
City Manager

**RECOMMENDATIONS:**

I move that the City Council appoints **Ben Greener** to serve the remainder of Commissioner Richard Seamons term which ends June 30, 2017.

**BACKGROUND:**

There exist one vacancy on the Planning Commission as noted below in more detail the City Council has the authority to appoint a commissioner. Councilmember Rohde has approached an individual, who has expressed a willingness to serve out the remainder of Richard Seamons.

The Statutory Process for appointing a Planning Commissions is as follows:

**Utah Code.** Utah Code Annotated 10-9a-301(1) states that municipality shall enact an ordinance establishing a planning commission and that the ordinance shall define (emphasis added):

- the number and terms of the members and, if the municipality chooses, alternate members;
- the mode of appointment;
- the procedures for filling vacancies and removal from office;
- the authority of the planning commission;
- subject to Subsection (1)(c), the rules of order and procedure for use by the planning commission in a public meeting; and
- other details relating to the organization and procedures of the planning commission.

**Land Use Code.** Tremonton City's Land Use Code Sections 1.04.010 and 1.04.015 states (emphasis added) that the Planning Commission shall consist of eight (8) Members, each to be appointed by the City Council. Members of said Commission shall reside within Tremonton City.

**Attachments:** None

**TREMONTON CITY**  
**CITY COUNCIL MEETING**  
**TUESDAY FEBRUARY 3, 2015**

|                       |   |
|-----------------------|---|
| <b>TITLE:</b>         | Discussion and consideration of adopting Resolution No. 15- 09 approving a Lawn Care Service Agreement between Tremonton City, a Utah Municipal Corporation and Black Mountain Lawn Care, LLC |
| <b>FISCAL IMPACT:</b> | \$82,370/year for 4 years   |
| <b>PRESENTER:</b>     | Marc Christensen  |

**Prepared By:**

Marc Christensen  
Parks and Recreation  
Director

**RECOMMENDATION:**

I move that the City Council approve the 2<sup>nd</sup> Amended Lawn Care Service Agreement with Black Mountain Lawn Care, LLC. The amended contract adds additional properties and extends the contract through November 2018.

**BACKGROUND:**

On November 30, 2014 the Lawn Care Service Agreement between Tremonton City and Custom Application Service, LLC ended. Custom Application Service, LLC performed business as Yard Dawgs, who has performed the lawn care services since 2008. Black Mountain Lawn Care has acquired the Yard Dawgs from Custom Application Service, and handled the day-to-day operations in 2014. Tremonton City employees were well pleased with the performance of the Yard Dawgs during the 2014 season. The Yard Dawgs have specific experience and knowledge of the properties that need to be maintained.

We believe it to be in the City's best interest to extend the Lawn Care Service Agreement with Black Mountain Lawn Care through November 2018. Black Mountain Lawn Care has agreed to keep the cost of service per acre at the same price as the previous lawn care service agreement, which was \$50/acre for all properties excluding the cemetery, which is \$70/acre to maintain.

The City's purchasing policy does not require bids for professional service agreements approved by the City Council. It also allows for City Departments to recommend and for the City Council to extend existing contracts with vendors or independent contractors as to reduce service disruptions.

**Attachments:**

Attachments include: A copy of the contract, Exhibit "A" which provides a service breakdown we expect at each property, and Exhibit "B" which provides a cost breakdown of each property.

## **RESOLUTION NO. 15-09**

### **A RESOLUTION APPROVING THE LAWN CARE SERVICE AGREEMENT BETWEEN TREMONTON CITY, A UTAH MUNICIPAL CORPORATION AND BLACK MOUNTAIN LAWN CARE**

**WHEREAS**, Tremonton City owns landscaped property which needs to be maintained; and

**WHEREAS**, Tremonton City Council approved Resolution No. 11-18 extending a Lawn Care Service Agreement with Custom Application Service, LLC; and Resolution No. 12-21 approving the 1<sup>st</sup> Amendment to the Lawn Care Service Agreement by adding additional property to be maintained and

**WHEREAS**, Custom Applications, LLC was doing business as Yard Dawgs; and

**WHEREAS**, during the summer of 2014, Black Mountain Lawn Care, LLC handled the day-to-day operations of the Yard Dawgs, and

**WHEREAS**, the City Staff is well pleased with the past performance of Yard Dawgs being managed by Black Mountain Lawn Care, LLC; and

**WHEREAS**, Black Mountain Lawn Care, LLC has specific experience and knowledge of issues surrounding Tremonton City's properties; and

**WHEREAS**, the City Staff which includes the Public Works and Parks and Recreation Departments desires and recommends that the Lawn Care Service Agreement be extended with Black Mountain Lawn Care, LLC; and

**WHEREAS**, to reduce service disruptions the City's purchasing policy allows for City Departments to recommend and for the City Council to extend existing contracts with vendors or independent contractors; and

**WHEREAS**, in 2011 the City bidded out the Lawn Care Services and the bid amounts received in from other vendors were much greater than Tremonton City was currently paying with Custom Application Services, LLC; and

**WHEREAS**, Black Mountain, LLC proposed amount to extend the contract in 2015 is essentially the lowest bid amount received in 2011 and does not increase the rate of compensation; and

**WHEREAS**, the City's purchasing policy does not require bids for professional services agreements approved by the City Council; and

**NOW, THEREFORE, BE IT RESOLVED** that in consideration of the mutual covenants and promises set forth in the Lawn Care Service Agreement the Tremonton City Council approves

the Agreement with Black Mountain, LLC as attached in Exhibit "A".

**ADOPTED AND PASSED** by the City Council of the City of Tremonton, Utah, this 3<sup>rd</sup> day of February 2015. This Resolution shall become effective upon adoption and passage by the City Council.

**TREMONTON CITY CORPORATION**

By \_\_\_\_\_  
Roger Fridal, Mayor

ATTEST:

\_\_\_\_\_  
Darlene S. Hess, City Recorder

**EXHIBIT "A"**

## LAWN CARE SERVICE AGREEMENT

This Lawn Care Service Agreement (hereinafter referred to as Agreement) is made and entered into as of February 3, 2015 with the effective date being April 1, 2015 by and – between Tremonton City, a Utah Municipal Corporation (hereinafter referred to as “City”) and Black Mountain Lawn Care a City licensed business (hereinafter referred to as “Mowing Contractor”). The City or Mowing Contractor may be referred to individually as “Party” or collectively as “Parties”:

### RECITALS:

**WHEREAS**, the City desires to contract with Mowing Contractor to provide lawn care services for the areas set forth in Exhibit “A”; and

**WHEREAS**, Mowing Contractor represents that it has the personnel, resources and expertise to provide the services required and is desirous of providing the same to the City.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises hereinafter set forth, the Parties agree as follows:

1. **SCOPE OF SERVICES.** The City hereby contracts with Mowing Contractor to provide lawn care services, with the areas, services, and frequency of services to be set forth in Exhibit “A” which is attached to this Agreement and by reference incorporated herein.
2. **TERM.** Unless sooner terminated, as hereinafter provided herein, the term of Mowing Contractor’s services hereunder shall commence on the effective date of the this Agreement and shall continue for the period of four (4) seasons, ending on or about November 30, 2018 the final date to be the day Mowing Contractor completes services for the 2018 season.
3. **TERMINATION.** This Agreement may be terminated by either Party for a material violation of or failure to perform any of it terms by the other Party after two (2) verbal warnings, and (1) one written warning, or it may be terminated by either Party for cause other than such a violation of the terms hereof, upon giving ninety (90) days written notice to the defaulting Party.
4. **COMPENSATIONS.** The City agrees to pay Mowing Contractor for services rendered under this Agreement in accordance with the amount contained in Exhibit “B”. The City agrees to pay Mowing Contractor the annual sum of: \$82,370 for the services related to the areas listed in Exhibit “B”. This is an annual total of said amount, with payment schedule as determined by the Parties so long as total contract costs are not exceeded for items contained herein in Exhibit “B”. The compensation agreed to contemplates that the services required shall be rendered as noted in Exhibit “A” and in the event that the additional services are required in any or all of the service areas, then additional compensation shall be paid by the City to Mowing Contractor on a prorated basis for the area involved, based on the rates as outlined in Exhibit “B”, which may be modified during the term of this Agreement, as mutually agreed upon in writing by both Parties.
5. **RESPONSIBILITY OF CITY.** It is agreed that the City shall provide for the

irrigation of the City property contained in Exhibit "A", that the City shall purchase and plant all flowers which are to be planted in the flower beds and that the City shall provide for pruning services related to the trees and shrubs on City property. The City shall also be responsible for removing the resulting debris after pruning is completed.

6. **RESPONSIBILITY OF MOWING CONTRACTOR.** It is agreed that in addition to all other obligations assumed hereunder by Mowing Contractor, Mowing Contractor shall also be required to provide all equipment necessary to fulfill the obligations undertaken in this Agreement and shall be responsible to maintain the equipment in good working order so as to provide quality services which shall include, but not be limited to, the requirements to sharpen blades, provide regular maintenance to the machines as well as all gas, oil, parts, tires, making all repairs and providing the necessary transportations for the equipment. In addition, Mowing Contractor shall be required to provide all labor relating to accounting services, employment management, job management, safety, scheduling, etc. Mowing Contractor shall also comply with all applicable laws and regulations in the performance of this Agreement.

7. **SERVICE STANDARDS.** Mowing Contractor shall perform the duties, as set forth in this Agreement in an efficient, timely and professional manner and in a way so as to conform with established and commonly accepted standards, practices and procedures related to the type of lawn care services to be rendered.

8. **INDEPENDENT CONTRACTOR STATUS.** It is understood and agreed that Mowing Contractor is an independent contractor in the performance of this Agreement, and shall perform hereunder as an independent contractor. Nothing herein contained shall be construed to be inconsistent with this relationship or status. Pursuant to this understanding, it is agreed as follows:

A. Mowing Contractor shall procure and maintain its own fire, hazard and comprehensive general, public liability insurance coverage (relating to motor vehicles, the services performed and otherwise), for themselves and all employees, representatives and agents, separate and independent of that held by the City with minimum liability limits of one million and no /100 dollars (\$1,000,000.00). The coverage obtained shall be consistent with that ordinarily and customarily carried by companies similar in size and services offered to that of Mowing Contractor. The City shall be listed as an additional insured party on any policy or policies obtained by Mowing Contractor in fulfillment of the requirements of this subparagraph. Mowing Contractor shall also obtain and maintain any workers compensation, unemployment and other types of insurance coverage required by law. The Mowing Contractor shall provide the City with proof of the fire, hazard and comprehensive general and public insurance policy, workers compensation, unemployment and other types of insurance coverage required by law, which shall be located in Exhibit "C" in this Agreement.

B. Mowing Contractor shall indemnify and hold the City harmless from and against, and shall assume full responsibility for payment of, all salaries and benefits and all payroll taxes, including, but not limited to, all federal, state and local taxes or contributions imposed and required under employment insurance, workers compensation, social security and income tax laws with respect to Mowing Contractor's employees performing hereunder.

C. Mowing Contractor agrees to fully indemnify and hold the City harmless from and against all liability, claims or actions, and all expenses and attorneys fees incidental to the defense of any such claims and actions, based upon or arising out of damages or injury (including death) to persons or property caused by or sustained in connection with the performance of this Agreement by the Mowing Contractor or its agents, representatives and employees; provided, however, that the City shall not be relieved hereby from liability for its own negligence and intentional acts and that of its agents, representatives and employees.

9. NOTICES. Any notice to either Party as required hereunder, or which may be required in pursuing any remedy given by the laws of the state of Utah, shall be deemed sufficient if, given personally or by certified mail, postage prepaid, and addressed as follows:

TO CITY: TREMONTON CITY CORPORATION  
ATTENTION: MAYOR OR CITY MANAGER  
102 SOUTH TREMONT ST.  
TREMONTON, UT 84337

TO MOWING CONTRACTOR: 1047 S. 100 W. STE 240  
LOGAN, UT 84321  
1-435-760-1338

Each of the Parties agrees to notify the other in the event there is a change of address and until such notification, the notice shall be deemed to have been given when deposited with the postal service as herein required, addressed to the last known address.

10. NON-ASSIGNABILITY OF AGREEMENT. This Agreement provides for services which are deemed to be personal in nature and Mowing Contractor shall not transfer or otherwise assign the same without the prior, express, written consent of the City. Any attempted assignment by Mowing Contractor shall be void and shall be grounds for terminations of this Agreement.

11. CONTRACT RENEWAL. City hereby grants to the Mowing Contractor the right to request renewal of this Agreement at the end of the term Agreement. If the Mowing Contractor desires to renew this Agreement, unless waived by the City the Mowing Contractor, shall provide written notice of its desire to renew the term of this Agreement within sixty (60) days prior to the expiration date of this Agreement. After the City receives the Mowing Contractor's written notice of its desire to renew this Agreement, then City and Mowing Contractor will review the terms and conditions of this Agreement and make any adjustments to the terms and conditions of this Agreement as are deemed necessary. If mutual agreement to terms of this Agreement for a renewal term cannot be reached, then the term of this Agreement shall end at the conclusion of the initial term.

12. WAIVER. A waiver by either Party of any provision here of, 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.

13. AMENDMENTS. This Agreement may be amended at anytime when the mutual consent of both Parties is given and any amendment shall be reduced to writing and signed by both Parties in order for it to become effective.

14. ENTIRE AGREEMENT. This Agreement constitutes and represents the entire agreement of the Parties hereto and all other prior agreements, covenants, promises and conditions, verbal or written, between these Parties are incorporated herein.

15. ATTORNEYS FEES. Should either of the Parties default in any of the covenants or agreements contained herein, the defaulting Party shall pay all costs and expenses, including a reasonable attorney's fee which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided herein or by the laws of the State of Utah, whether such remedy is pursued by filing suit or otherwise.

16. 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.

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

18. 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.

19. PREPARATION OF AGREEMENT. The Parties hereto acknowledge that they have both participated in the preparation of this Agreement and, in the event that 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.

20. "ARM 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.

21. WORD MEANING. 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.

22. 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.

TREMONTON CITY  
A Utah Municipal Corporation

By \_\_\_\_\_  
Mayor

ATTEST:

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

\_\_\_\_\_  
Date

BLACK MOUNTAIN LAWN CARE  
Mowing Contractor

By \_\_\_\_\_  
President

Date \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Witness

EXHIBIT "A"



EXHIBIT "A"  
LAWN CARE SERVICE  
SPECIFIC PROPERTIES

April 1, 2015

Outlined below is a description of grounds maintenance service to be performed by the Mowing Contractor who will furnish all necessary labor, equipment and materials required to perform the work set forth herein.

🌍 Contract Dates

Lawn care service begins April 1 and ends November 30.

🌍 Lawn Mowing

The lawns will be mowed at a height of 3-inches. The height requirements may be changed at any time by the City, as need may arise.

🌍 Mower Blades

All mower blades will be sharpened weekly prior to performance of services so turf will be cut with minimal bruising or tearing.

🌍 Weed Free

All City properties, included in contract, will be kept weed free, including parking areas, sidewalks, playgrounds, volleyball court, storage areas, and flowerbeds (to be done by hand).

🌍 Fence Lines

All fence lines will have a 4-inch strip (2 inches on each side) sterilized, with a non-migrating sterilent, applied by the Mowing Contractor, to prevent weed and grass growth in the fence line.

🌍 Soccer Goals

All soccer goals will be string trimmed around on *weekly* basis, nets will be lifted and mowed or string trimmed around, any net damaged because of mowing shall be replaced by the mowing contractor at a rate of \$100 per damaged net.

🌍 Batting Cage

Batting Cage at North Park will be string trimmed around on weekly basis, any net damaged because of mowing shall be replaced by the Mowing Contractor at a rate of \$700 per damaged net.

🌍 Fertilization/Weed Killer

Fertilization will be applied at an agronomical rate and mixture appropriate for the season and soil type, to best keep the City lawns healthy and weed free. Applications will be required each year including:

Spring: Prompt spring green up and turf builder (April)

Summer: Weed killer (Mid-May/June or 4-6 weeks after last application)

End of Summer: Lawn nutrient or nitrogen (Before 24<sup>th</sup> of July Celebration)

Fall: Season end Winterizer to prompt winter roots and spring green-up (October)

*Notification to Park/Rec. office is required before each application for Park Properties*

*Notification to Cemetery Supervisor is required before each application for Cemetery/City Office.*

🌍 Memorial Day

Cemetery mowing and string trimming will be required on the Thursday before Memorial Day, the clippings will be collected and the cemetery will not be mowed again until the second week in June.

🌍 Grass Clippings

Tremonton City facilities requiring grass clippings to be gathered are the Civic Center, Midland Square and the front of the Library at Shuman Park. If grass clippings are excessive in the soccer, baseball, or football playing areas they will be required to be gathered. All other properties will have the grass

clippings *mulched*. All clippings gathered will be taken to the City's Composting Facility at 8700 West 6800 North.

🌍 Tree Care

Any tree that is damaged by a lawn mower, string trimmer, or any other equipment operated by the Mowing Contractor will be replaced at a rate of \$500 per tree at the Mowing Contractors expense.

🌍 Leaf Cleanup

All leaves will be picked up and removed from the site by the Mowing Contractor throughout the said service dates.

🌍 Litter

Litter will be removed by the mowing contractor prior to mowing of all City properties. Excessive litter will be removed by City employees.

🌍 Other Parks & Facilities

As other Parks and Facilities are added to City inventory Mowing Contractor will provide service to these facilities at the same service rate as with existing City owned facilities.

The following itemizes each City property and the level of service and specifications that are expected for each property. Any additions or subtractions for the duties outlined below are to be addressed between the contractor and the City.

**CIVIC CENTER – 102 S. Tremont St.**

|   | Item   | Day of week<br>Preformed | Frequency                                      |
|---|--|--------------------------|--|
| ✓ | Mow and string trim  | Monday<br>or<br>Tuesday  | Weekly   |
| ✓ | Fence Lines string trimmed (if sterilizing isn't in order) |                          | Weekly   |
| ✓ | Park Signs string trimmed                                  |                          | Weekly   |
| ✓ | Grass Clippings Gathered                                   |                          | Weekly   |
| ✓ | Concrete areas to be cleaned off                           |                          | Weekly   |
| ✓ | Sidewalk Edging  |                          | Weekly   |
| ✓ | Flowerbeds weeded  |                          | Weekly   |
| ✓ | Fertilization  |                          | Seasonal<br>3 times annually                   |
| ✓ | De-thatch lawns and pick up excess thatch                  |                          | One application                                |
| ✓ | Broadleaf Killer   |                          | Bi-Annually<br>(Spring and Fall)               |
| ✓ | Grub Killer / Bill Bug                                     |                          | One application<br>between June 1 –<br>July 15 |

**TREMONTON RIVERVIEW CEMETERY – 100 E. 1200 S.**

|   | Item  | Day of week<br>Preformed | Frequency                                      |
|---|---|--------------------------|--|
| ✓ | Mow and string trim (Special attention during Memorial Day preparation) |                          | Weekly   |
| ✓ | Fence Lines string trimmed (if sterilizing isn't in order)              |                          | Weekly   |
| ✓ | Park Signs string trimmed   |                          | Weekly   |
| ✓ | Grass Clippings Gathered  |                          | Weekly   |
| ✓ | Flowerbeds weeded   |                          | Weekly   |
| ✓ | Sidewalk/Concrete Area Edging   |                          | Bi-Monthly                                     |
| ✓ | Fertilization   |                          | Seasonal<br>3 times annually                   |
| ✓ | De-thatch lawns and pick up excess thatch                               |                          | One application                                |
| ✓ | Broadleaf Killer  |                          | Bi-Annually<br>(Spring and Fall)               |
| ✓ | Grub Killer / Bill Bug  |                          | One application<br>between June 1 –<br>July 15 |

**SENIOR CENTER – 510 W. 1000 N.**

|   | Item   | Day of week<br>Preformed | Frequency                                      |
|---|--|--------------------------|--|
| ✓ | Mow and string trim  |                          | Weekly   |
| ✓ | Fence Lines string trimmed (if sterilizing isn't in order) |                          | Weekly   |
| ✓ | Park Signs string trimmed                                  |                          | Weekly   |
| ✓ | Grass Clippings Gathered                                   |                          | Weekly   |
| ✓ | Concrete areas to be cleaned off                           |                          | Weekly   |
| ✓ | Flowerbeds weeded  |                          | Weekly   |
| ✓ | Sidewalk Edging  |                          | Bi-Monthly                                     |
| ✓ | Fertilization  |                          | Seasonal<br>3 times annually                   |
| ✓ | De-thatch lawns and pick up excess thatch                  |                          | One application                                |
| ✓ | Broadleaf Killer   |                          | Bi-Annually<br>(Spring and Fall)               |
| ✓ | Grub Killer / Bill Bug                                     |                          | One application<br>between June 1 –<br>July 15 |

**MIDLAND SQUARE PARK – 75 W. Main St.**

|   | Item   | Day of week<br>Preformed | Frequency                                      |
|---|--|--------------------------|--|
| ✓ | Mow and string trim  | Monday<br>or<br>Tuesday  | Weekly   |
| ✓ | Fence Lines string trimmed (if sterilizing isn't in order) |                          | Weekly   |
| ✓ | Park Signs string trimmed                                  |                          | Weekly   |
| ✓ | Grass Clippings Gathered                                   |                          | Weekly   |
| ✓ | Concrete areas to be cleaned off                           |                          | Weekly   |
| ✓ | Sidewalk Edging,   |                          | Weekly   |
| ✓ | Flowerbeds weeded  |                          | Weekly   |
| ✓ | Fertilization  |                          | Seasonal<br>3 times annually                   |
| ✓ | De-thatch lawns and pick up excess thatch                  |                          | One application                                |
| ✓ | Broadleaf Killer   |                          | Bi-Annually<br>(Spring and Fall)               |
| ✓ | Grub Killer / Bill Bug                                     |                          | One application<br>between June 1 –<br>July 15 |

**HARRIS PARK – 625 W. 450 N.**

|   | Item   | Day of week<br>Preformed | Frequency                                      |
|---|--|--------------------------|--|
| ✓ | Mow and string trim  | Monday<br>or<br>Tuesday  | Weekly   |
| ✓ | Fence Lines string trimmed (if sterilizing isn't in order) |                          | Weekly   |
| ✓ | Park Signs string trimmed                                  |                          | Weekly   |
| ✓ | Concrete areas to be cleaned off                           |                          | Weekly   |
| ✓ | Playground Area weeded                                     |                          | <i>As Needed</i>                               |
| ✓ | Sidewalk Edging  |                          | Bi-Monthly                                     |
| ✓ | Fertilization  |                          | Seasonal<br>3 times annually                   |
| ✓ | De-thatch lawns and pick up excess thatch                  |                          | One application                                |
| ✓ | Broadleaf Killer   |                          | Bi-Annually<br>(Spring and Fall)               |
| ✓ | Grub Killer / Bill Bug                                     |                          | One application<br>between June 1 –<br>July 15 |

**SHUMAN PARK (LIBRARY PARK) – 200 N. Tremont St.**

|   | Item   | Day of week<br>Preformed       | Frequency                                      |
|---|--|--------------------------------|--|
| ✓ | Mow and string trim  | <i>Monday</i><br>or<br>Tuesday | Weekly   |
| ✓ | Fence Lines string trimmed (if sterilizing isn't in order) |                                | Weekly   |
| ✓ | Park Signs string trimmed                                  |                                | Weekly   |
| ✓ | Grass Clippings Gathered                                   |                                | Weekly   |
| ✓ | Concrete areas to be cleaned off                           |                                | Weekly   |
| ✓ | Sidewalk Edging  |                                | Weekly   |
| ✓ | Flowerbeds weeded  |                                | Weekly   |
| ✓ | Playground area to be weed free                            |                                | As Needed                                      |
| ✓ | Fertilization  |                                | Seasonal<br>3 times annually                   |
| ✓ | De-thatch lawns and pick up excess thatch                  |                                | One application                                |
| ✓ | Broadleaf Killer   |                                | Bi-Annually<br>(Spring and Fall)               |
| ✓ | Grub Killer / Bill Bug                                     |                                | One application<br>between June 1 –<br>July 15 |

**PARK STRIP (500 – 600 EAST MAIN ST.)**

|   | Item                                      | Day of week<br>Preformed | Frequency                                      |
|---|---|--------------------------|--|
| ✓ | Mow and string trim                       | Monday<br>or<br>Tuesday  | Weekly   |
| ✓ | Concrete areas to be cleaned off          |                          | Weekly   |
| ✓ | Sidewalk Edging                           |                          | Bi-Monthly                                     |
| ✓ | Fertilization                             |                          | Seasonal<br>3 times annually                   |
| ✓ | De-thatch lawns and pick up excess thatch |                          | One application                                |
| ✓ | Broadleaf Killer                          |                          | Bi-Annually<br>(Spring and Fall)               |
| ✓ | Grub Killer / Bill Bug                    |                          | One application<br>between June 1 –<br>July 15 |

**MEADOW PARK (SOUTH PARK) – 754 S. 700 W.**

|   | Item   | Day of week<br>Preformed       | Frequency                                      |
|---|--|--------------------------------|--|
| ✓ | Mow and string trim  | <i>Monday</i><br>or<br>Tuesday | Weekly   |
| ✓ | Fence Lines string trimmed (if sterilizing isn't in order) |                                | Weekly   |
| ✓ | Park Signs string trimmed                                  |                                | Weekly   |
| ✓ | Concrete areas to be cleaned off                           |                                | Weekly   |
| ✓ | Trim around soccer goals and lift nets and mow/trim around |                                | Weekly   |
| ✓ | Infield Dirt – Clippings blown to outside                  |                                | Weekly   |
| ✓ | Dug-outs, Back Stops and Bleacher pads string trimmed      |                                | Weekly   |
| ✓ | Grass Clippings Gathered                                   |                                | As Needed                                      |
| ✓ | Playground area to be weed free                            |                                | As Needed                                      |
| ✓ | Fertilization  |                                | Seasonal<br>3 times annually                   |
| ✓ | De-thatch lawns and pick up excess thatch                  |                                | One application                                |
| ✓ | Broadleaf Killer   |                                | Bi-Annually<br>(Spring and Fall)               |
| ✓ | Grub Killer / Bill Bug                                     |                                | One application<br>between June 1 –<br>July 15 |

**NORTH PARK – 100 W. 600 N.**

|   | Item   | Day of week<br>Preformed        | Frequency                                      |
|---|--|---------------------------------|--|
| ✓ | Mow and string trim  | <i>Monday</i><br>or<br>Thursday | Weekly   |
| ✓ | Fence Lines string trimmed (if sterilizing isn't in order) |                                 | Weekly   |
| ✓ | Park Signs string trimmed                                  |                                 | Weekly   |
| ✓ | Sidewalk Edging  |                                 | Weekly   |
| ✓ | Concrete areas to be cleaned off                           |                                 | Weekly   |
| ✓ | Trim around soccer goals and lift nets and mow/trim around |                                 | Weekly   |
| ✓ | Dug-outs, Back Stops and Bleacher pads string trimmed      |                                 | Weekly   |
| ✓ | Batting Cages trimmed and blown                            |                                 | Weekly   |
| ✓ | Basketball Areas trimmed and blown                         |                                 | Weekly   |
| ✓ | Grass Clippings Gathered                                   |                                 | As Needed                                      |
| ✓ | Playground area to be weed free                            |                                 | As Needed                                      |
| ✓ | Baseball/Softball diamonds to be weed free                 |                                 | As Needed                                      |
| ✓ | Fertilization  |                                 | Seasonal<br>3 times annually                   |
| ✓ | De-thatch lawns and pick up excess thatch                  |                                 | One application                                |
| ✓ | Broadleaf Killer   |                                 | Bi-Annually<br>(Spring and Fall)               |
| ✓ | Grub Killer / Bill Bug                                     |                                 | One application<br>between June 1 –<br>July 15 |

**600 SOUTH DETENTION BASIN – 760 W. 600 S.**

|   | Item                                      | Day of week<br>Preformed | Frequency                                      |
|---|---|--------------------------|--|
| ✓ | Mow and string trim                       | Monday<br>or<br>Tuesday  | Weekly   |
| ✓ | Concrete areas to be cleaned off          |                          | Weekly   |
| ✓ | Sidewalk Edging                           |                          | Weekly   |
| ✓ | Fertilization                             |                          | Seasonal<br>3 times annually                   |
| ✓ | De-thatch lawns and pick up excess thatch |                          | One application                                |
| ✓ | Broadleaf Killer                          |                          | Bi-Annually<br>(Spring and Fall)               |
| ✓ | Grub Killer / Bill Bug                    |                          | One application<br>between June 1 –<br>July 15 |

**CHADAZ ESTATES DETENTION BASIN – 400 W. 400 S.**

|   | Item                                      | Day of week<br>Preformed | Frequency                                      |
|---|---|--------------------------|--|
| ✓ | Mow and string trim                       | Monday<br>or<br>Tuesday  | Weekly   |
| ✓ | Concrete areas to be cleaned off          |                          | Weekly   |
| ✓ | Fertilization                             |                          | Seasonal<br>3 times annually                   |
| ✓ | De-thatch lawns and pick up excess thatch |                          | One application                                |
| ✓ | Broadleaf Killer                          |                          | Bi-Annually<br>(Spring and Fall)               |
| ✓ | Grub Killer / Bill Bug                    |                          | One application<br>between June 1 –<br>July 15 |
|   |   |                          |  |

**1000 NORTH DETENTION BASIN – 2300 W. 1000 N.**

|   | Item                                      | Day of week<br>Preformed | Frequency                                      |
|---|---|--------------------------|--|
| ✓ | Mow and string trim                       | Monday<br>or<br>Tuesday  | Weekly   |
| ✓ | Concrete areas to be cleaned off          |                          | Weekly   |
| ✓ | Sidewalk Edging                           |                          | Weekly   |
| ✓ | Fertilization                             |                          | Seasonal<br>3 times annually                   |
| ✓ | De-thatch lawns and pick up excess thatch |                          | One application                                |
| ✓ | Broadleaf Killer                          |                          | Bi-Annually<br>(Spring and Fall)               |
| ✓ | Grub Killer / Bill Bug                    |                          | One application<br>between June 1 –<br>July 15 |

**JEANIE STEVENS SPORTS PARK & RECREATION OFFICE – 614 N. 1000 W.**

|   | Item  | Day of week<br>Preformed | Frequency                                      |
|---|---|--------------------------|--|
| ✓ | Mow and string trim   | Monday<br>or<br>Thursday | Weekly   |
| ✓ | Fence Lines string trimmed (if sterilizing isn't in order)  |                          | Weekly   |
| ✓ | Park Signs string trimmed                                   |                          | Weekly   |
| ✓ | Concrete areas and trail to be cleaned off                  |                          | Weekly   |
| ✓ | Trim around soccer goals and lift nets and mow/trim around  |                          | Weekly   |
| ✓ | Dug-outs, Back Stops and Bleacher pads string trimmed       |                          | Weekly   |
| ✓ | Detention Basins weed free                                  |                          | Weekly   |
| ✓ | Recreation Office parking area and flowerbed kept weed free |                          | Weekly   |
| ✓ | Sidewalk Edging   |                          | Weekly   |
| ✓ | Grass Clippings Gathered                                    |                          | As Needed                                      |
| ✓ | Playground area to be weed free                             |                          | As Needed                                      |
| ✓ | Softball infields to be weed free                           |                          | As Needed                                      |
| ✓ | Fertilization   |                          | Seasonal<br>3 times annually                   |
| ✓ | De-thatch lawns and pick up excess thatch                   |                          | One application                                |
| ✓ | Broadleaf Killer  |                          | Bi-Annually<br>(Spring and Fall)               |
| ✓ | Grub Killer / Bill Bug                                      |                          | One application<br>between June 1 –<br>July 15 |

**POLICE STATION – 125 S. 100 W.**

|   | Item                                      | Day of week<br>Preformed | Frequency                                      |
|---|---|--------------------------|--|
| ✓ | Mow and string trim                       | Monday<br>or<br>Tuesday  | Weekly   |
| ✓ | Concrete areas to be cleaned off          |                          | Weekly   |
| ✓ | Sidewalk Edging                           |                          | Weekly   |
| ✓ | Fertilization                             |                          | Seasonal<br>3 times annually                   |
| ✓ | De-thatch lawns and pick up excess thatch |                          | One application                                |
| ✓ | Broadleaf Killer                          |                          | Bi-Annually<br>(Spring and Fall)               |
| ✓ | Grub Killer / Bill Bug                    |                          | One application<br>between June 1 –<br>July 15 |

**ARCHIBALD ESTATES DETENTION BASIN – 740 N. 900 W.**

|   | Item                                      | Day of week<br>Preformed | Frequency                                      |
|---|---|--------------------------|--|
| ✓ | Mow and string trim                       | Monday<br>or<br>Tuesday  | Weekly   |
| ✓ | Concrete areas to be cleaned off          |                          | Weekly   |
| ✓ | Sidewalk Edging                           |                          | Weekly   |
| ✓ | Fertilization                             |                          | Seasonal<br>3 times annually                   |
| ✓ | De-thatch lawns and pick up excess thatch |                          | One application                                |
| ✓ | Broadleaf Killer                          |                          | Bi-Annually<br>(Spring and Fall)               |
| ✓ | Grub Killer / Bill Bug                    |                          | One application<br>between June 1 –<br>July 15 |

**HARRIS PARK – MAIN STREET – 395 E. Main St.**

|   | Item                                      | Day of week<br>Preformed | Frequency                                      |
|---|---|--------------------------|--|
| ✓ | Mow and string trim                       | Monday<br>or<br>Tuesday  | Weekly   |
| ✓ | Concrete areas to be cleaned off          |                          | Weekly   |
| ✓ | Sidewalk Edging                           |                          | Weekly   |
| ✓ | Fertilization                             |                          | Seasonal<br>3 times annually                   |
| ✓ | De-thatch lawns and pick up excess thatch |                          | One application                                |
| ✓ | Broadleaf Killer                          |                          | Bi-Annually<br>(Spring and Fall)               |
| ✓ | Grub Killer / Bill Bug                    |                          | One application<br>between June 1 –<br>July 15 |

**350 NORTH DETENTION BASIN – 800 W. 350 N.**

|   | Item                                      | Day of week<br>Preformed | Frequency                                      |
|---|---|--------------------------|--|
| ✓ | Mow and string trim                       | Monday<br>or<br>Tuesday  | Weekly   |
| ✓ | Concrete areas to be cleaned off          |                          | Weekly   |
| ✓ | Sidewalk Edging                           |                          | Weekly   |
| ✓ | Fertilization                             |                          | Seasonal<br>3 times annually                   |
| ✓ | De-thatch lawns and pick up excess thatch |                          | One application                                |
| ✓ | Broadleaf Killer                          |                          | Bi-Annually<br>(Spring and Fall)               |
| ✓ | Grub Killer / Bill Bug                    |                          | One application<br>between June 1 –<br>July 15 |



EXHIBIT "B"

**EXHIBIT B****Cost Breakdown**

| <b>Park</b>                                       | <b>Acreage</b> | <b>Cost</b>     |
|---|----------------|-----------------|
| Mowing Stevens Park                               | 8              | \$14,000        |
| Mowing Meadow Park                                | 5.2            | \$9,100         |
| Mowing Shuman Park (Library)                      | 2.54           | \$4,445         |
| Mowing Park Strip on Main Street                  | 0.15           | \$263           |
| Mowing North Park                                 | 6.1            | \$10,675        |
| Mowing Midland Square                             | 0.56           | \$980           |
| Mowing Harris Park                                | 0.5            | \$875           |
| Mowing Tremonton City Hall - Civic Center         | 0.94           | \$1,645         |
| Mowing 600 South Detention Basin                  | 0.72           | \$1,260         |
| Mowing Senior Center                              | 0.11           | \$193           |
| Mowing Police Station                             | 0.1            | \$175           |
| Mowing 1000 North Detention Basin                 | 1.29           | \$2,258         |
| Mowing Chadaz Estates Detention Basin             | 0.3            | \$525           |
| Mowing Archibald Estates Detention Basin          | 0.12           | \$210           |
| Mowing 350 North Detention Basin                  | 0.35           | \$613           |
| Mowing Harris Park - Main Street                  | 0.67           | \$1,173         |
| Mowing/Weed Cemetery                              | 6.37           | \$15,606.50     |
| Fertilization all properties                      |                | \$7,300         |
| Broadleaf Killer all properties                   |                | \$1,500         |
| Weed control all properties                       |                | \$1,500         |
| Flower Beds Weeding at all city properties (hand) |                | \$2,616         |
| De-Thatch all properties                          |                | \$3,960         |
| Grub Killer / Bill Bug all properties             |                | \$1,500         |
| <b>TOTAL CONTRACT</b>                             |                | <b>\$82,370</b> |

|                                       |          |                    |
|---------------------------------------|----------|--------------------|
| <b>Number of Months Billing Cycle</b> | <b>8</b> | <b>\$10,296.25</b> |
|---------------------------------------|----------|--------------------|

| <b>Figures based on the following numbers</b>           |             |
|---|-------------|
| Cemetery Work per acre                                  | <b>\$70</b> |
| Work on all city properties excluding cemetery per acre | <b>\$50</b> |
| 35 Weeks Worked   | <b>35</b>   |

|                      |              |
|----------------------|--------------|
| <b>TOTAL ACREAGE</b> | <b>34.02</b> |
|----------------------|--------------|

| <b>Additional Work</b>                           |                   |
|--|-------------------|
| Equipment man hour, Mowing, Trimming and Blowing | \$50/hour or acre |
| Additional De-Thatch                             | \$110/acre        |
| Aeration   | \$75/acre         |

EXHIBIT "C"

**TREMONTON CITY  
CITY COUNCIL MEETING  
February 3, 2015**

|                       |  |
|-----------------------|--|
| <b>TITLE:</b>         | Discussion and consideration of adopting Resolution No. 15-10 repealing Resolution No. 15-06 and amending a template subdivision development agreement |
| <b>FISCAL IMPACT:</b> | None   |
| <b>PRESENTER:</b>     | Shawn Warnke, City Manager or Steve Bench, Zoning Administrator  |

**Prepared By:**

Shawn Warnke  
City Manager

**RECOMMENDATION:**

I move that the City Council approves Resolution No. 15-10 repealing Resolution No. 15-06 and amending a template subdivision development agreement.

**BACKGROUND:**

I can anticipate that this agenda item is a de ja vu moment and since it was just discussed last City Council meeting. Based upon events that have occurred since the last City Council meeting, Dustin Ericson City Attorney is recommending that the template development agreement include some additional language regarding liens (see the underline text in the attached agreement). The remainder of the template agreement is proposed to remain the same.

**Attachments:** Proposed resolution and agreement

## RESOLUTION NO. 15-10

### A RESOLUTION REPEALING RESOLUTION NO. 15-06 AND APPROVING AN AMENDED TEMPLATE SUBDIVISION DEVELOPMENT AGREEMENT

**WHEREAS**, Utah Code Annotated §10-9a-102 (2) allows municipalities to enact ordinances, resolutions, and rules and enter into other forms of land use controls and *development agreements* that they consider necessary or appropriate for the use and development of land within the municipality”; and,

**WHEREAS**, Utah Code Annotated §10-9a-102 (2) further states that municipalities may enact *development agreements* that they consider necessary or appropriate to govern the following: uses, density, open spaces, structures, buildings, energy efficiency, light and air, air quality, transportation and public or alternative transportation, infrastructure, street and building orientation and width requirements, public facilities, fundamental fairness in land use regulation, considerations of surrounding land uses, and the balance of the foregoing purposes with a landowner's private property interests; and

**WHEREAS**, Title II, Section 2.04.045 of the Tremonton City Land Use Code requires that “No final subdivision plat shall be recorded until, the developer of the subdivision has tendered the bond required by Chapter 2.05 of this Title and entered into a Development Agreement with the City in which the developer agrees to: install the improvements as required by this Title and other applicable Titles; and to indemnify and hold the City harmless from any claims, suits or judgments arising from the condition of the property dedicated to the City, from the time that the property is dedicated to the City to the time when the improvements on the dedicated property are finally accepted by the City (including the passage of the warranty period); and the owner(s) of the subdivision has given written permission to the City or it’s representatives to enter upon the property included within the Final Plat to complete any subdivision improvements required by this Title in the event that the owner/developer fails to satisfactorily complete such improvements in the time allowed by this Title; and other requirements associated with the approval of the Final Plat. The Development Agreement shall be recorded with the Final Plat.”; and

**WHEREAS**, in 2010 City staff drafted the first template Subdivision Development Dgreement, which staff used to comply with the City’s aforementioned ordinance, which was adopted with Resolution No. 10-12; and

**WHEREAS**, from time to time it becomes necessary to refine the Subdivision Development Agreement so that the agreement stays current; and

**WHEREAS**, the City Council has adopted different iterations of the template Subdivision Development Agreement, which were adopted by Resolution No. 14-04, Resolution No. 10-12 and Resolution No. 15-06 all of them replacing the former with a refined version of the agreement; and

**WHEREAS**, it is proposed that the City Council adopt Resolution No. 15-10 which repeals Resolution No. 15-06 and replaces the template Subdivision Development Agreement with a

furthered refined agreement.

**NOW, THEREFORE**, pursuant to Title II, Section 2.04.045 of the Tremonton City Land Use Code and Utah Code Annotated §10-9a-102 (2), the City Council of Tremonton, Utah, hereby resolves to adopt the template Subdivision Development Agreement contained in Exhibit A.

This Resolution shall become effective upon adoption and passage by the City Council.

**ADOPTED AND PASSED** by the City Council of the City of Tremonton, Utah, this 3<sup>rd</sup> day of February, 2015.

TREMONTON CITY CORPORATION

By \_\_\_\_\_  
Roger Fridal, Mayor

ATTEST:

\_\_\_\_\_  
Darlene S. Hess, Recorder

(city seal)

**Exhibit "A" - Template Development Agreement**

**(To insert the exact name of the subdivision as it appears on the recorded plat)**  
**SUBDIVISION DEVELOPMENT AGREEMENT**

THIS AGREEMENT, is made and entered into this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2015, 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:

**Input Legal Description of the subdivision**

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 “U.C.A.”) § 10-9a-103(8), but be not limited to, the following: any change in the use of land that creates additional demand and need 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 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 U.C.A. § 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. 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 licensed surveyor, the public water lines and stubs to each lot, charged fire hydrants, sanitary sewer lines and stubs to each lot, street lights and public streets (including all weather access, curb, gutter, and pavement with at least the base course completed), serving such structure have been completed and accepted by the City.

**D. 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.

**E. 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 and other approved documents pertaining to this Development on file with the City.

**F. 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.

**G. Inspection by City Officials.** The installation of all utilities shown on the Final Plat 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 in order 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.

**H. 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.).

**I. 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 U.S. Environmental Protection Agency Regulations at 40 C.F.R. 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.

**J. 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 property owner. The City's rights as 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.

K. **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 and pursuant to the statutory requirements codified by Utah State and Tremonton City Codes. Furthermore, following execution of the Agreement, 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**

- A. **Water Lines.**
  - 1. City Engineer and Public Works Director to decide if there is any applicable requirements that need to be listed herein
  
- B. **Sewer Lines.**
  - 1. City Engineer and Public Works Director to decide if there is any applicable requirements that need to be listed herein
  
- C. **Storm Drainage Facilities, Lines, and Appurtenances.**
  - 1. Chris and Paul to decide if there is any applicable requirements that need to be listed herein
  
- D. **Streets.**
  - 1. City Engineer and Public Works Director to decide if there is any applicable requirements that need to be listed herein
  
- E. **Natural Resources.**
  - 1. City Engineer and Public Works Director to decide if there is any applicable requirements that need to be listed herein
  
- F. **Ground Water, Subdrains and Water Rights.**
  - 1. City Engineer and Public Works Director to decide if there is any applicable requirements that need to be listed herein
  
- G. **Hazards and Emergency Access.**
  - 1. City Engineer and Public Works Director to decide if there is any applicable requirements that need to be listed herein
  
- H. **Footing and Foundation Permits.**

1. Building Official and City Engineer to decide if there is any applicable requirements that need to be listed herein contained in the submitted Soils Report
- I. **Development Construction Permit.**
  1. City Engineer and Public Works Director to decide if there is any applicable requirements that need to be listed herein
- J. **Maintenance and Repair Guarantees**
  1. City Engineer and Public Works Director to decide if there is any applicable requirements that need to be listed herein
- K. **Fee In Lieu Payments for Chip Seal and Fog Coat.**
  1. That the Developer make a fee in lieu for payment in the amount of \$XXXX for chip seal and fog coat prior to recording the subdivision plat.
- L. **Streetlights.**
  1. Planning and Zoning Administrator to decide if there is any applicable requirements that need to be listed herein
- M. **Secondary Water.**
  1. City Engineer and Public Works Director to decide if there is any applicable requirements that need to be listed herein

### **SECTION 3. MISCELLANOUS**

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 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. 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, as such improvements or obligations may be shown on the Final Plat, or any documents executed in the future that are required by the City for the approval of an amendment to the Final Plat or the Agreement, and the City may place liens on vacant lots still owned by the Developer and or withhold such building permits and certificates of occupancy as it deems necessary to ensure performance in accordance with the terms of the Agreement.

**E. 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.

**F. 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.

**G. 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.

**H. 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.

I. **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 event, the succeeding property owner shall be bound by the terms of this Agreement.

J. **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 commencement of action in any Court of law. In any such event, 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.

K. **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.

L. **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.

M. **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: Ericson & Shaw, LLP  
1047 South 100 West, Suite 190  
Logan, UT 84321

If to the Developer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.

N. **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.

O. **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.

P. **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.

Q. **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.

R. **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.

S. **“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.

T. **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.

U. **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.

V. **Preparation of Agreement.** The Parties hereto acknowledge that they have both participated in the preparation of this Agreement and, in the event that 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.

W. **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.

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

THE CITY OF TREMONTON, UTAH

By: \_\_\_\_\_  
Mayor, Tremonton City

ATTEST:

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

APPROVED AS TO CONTENT:

\_\_\_\_\_  
City Engineer

APPROVED AS TO FORM:

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

DEVELOPER:

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

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

OWNER:

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

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

Developer/Owner Acknowledgment

State of Utah )

§

County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me \_\_\_\_\_

a notary public, personally appeared \_\_\_\_\_,

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

EXHIBIT "A"

CONSTRUCTION/IMPROVEMENT GUARANTEE:

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

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

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

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

#### MAINTENANCE GUARANTEE:

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

#### REPAIR GUARANTEE:

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

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

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

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

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

EXHIBIT "C" PLAT MAP

**TREMONTON CITY  
CITY COUNCIL MEETING  
February 3, 2015**

|                       |   |
|-----------------------|---|
| <b>TITLE:</b>         | Discussion and consideration of adopting Resolution No. 15-11 encouraging the State of Utah to address comprehensive transportation funding |
| <b>FISCAL IMPACT:</b> |   |
| <b>PRESENTER:</b>     | Shawn Warnke, City Manager  |

**Prepared By:**  
  
Shawn Warnke  
City Manager

**RECOMMENDATION:**

I move that the City Council approve Resolution No. 15-11 encouraging the State of Utah to address comprehensive transportation funding.

**BACKGROUND:**

The Utah League of Cities and Towns contact me regarding some proposed legislation that they are wanting support for to increase transportation funds. You may recall that transportation funding has been a big issue for Tremonton along with many other jurisdictions. Typically, the City received \$280,000 in B & C Road funds and is slated to spend approximately \$854,250 (excluding the small urban fund project) in Fiscal Year 2015. The difference between the revenue and expense is made up from General Fund revenue. As you know during tight budget years the City typically abandons plans to do road projects. Years ago the City had to bond to overcome some deferred road maintenance thereby pledging its B & C Road funds as a source of revenue to repay the bond. Bonding for road projects put Tremonton City in a financial bind and since this situation the City has tried hard not to repeat this scenario.

Essentially, ULCT's proposal is to have a Unified Transportation Plan and the statewide implementation of a quarter cent (\$0.0025) local options sales tax (not gas tax) to be used for transportation. Moreover, the resolution states that the City also supports studying motor fuel taxes, "B and C" road funding, and other transportation funding options. Motor fuel taxes are not equitably borne by road users with the advent of higher MPG vehicles, electric and hybrid vehicles, and other fuel-saving technologies. Additionally, since the motor fuel tax has not been adjusted since 1997 and is not indexed, the current purchasing power is inadequate. The City requests the Utah Legislature to carefully examine all funding options.

Lastly, ULCT's proposal supports the use of transportation funding on infrastructure for alternative forms of transportation such as bike lanes, paths, trails, public transit, etc.

ULCT has drafted a sample council resolution which is attached without much editing by City staff. The City Council can further refine any elements of the proposed Resolution until there is a Resolution that has their support. Essentially, the proposed Resolution is aimed at demonstrating support for increased transportation funding.

**Attachments:** ULCT proposed Resolution

**RESOLUTION NO. 15-11**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TREMONTON UTAH,  
ENCOURAGING THE STATE OF UTAH TO ADDRESS COMPREHENSIVE  
TRANSPORTATION FUNDING**

**WHEREAS**, a safe and efficient transportation system creates the foundation for economic growth and improved quality of life; and

**WHEREAS**, the creation and maintenance of transportation infrastructure is a core responsibility of State and local government; and

**WHEREAS**, Utah's population is expected to grow by 1 million residents by 2040; and

**WHEREAS**, Utah's residents demand new comprehensive transportation options such as bike lanes, multi-use paths, off-road trails and transit in addition to traditional roads; and

**WHEREAS**, research from the Utah Department of Transportation indicates that road maintenance efforts save cities from road rehabilitation that costs six times as much as maintenance, and saves cities from road reconstruction that costs ten times as much as maintenance, and

**WHEREAS**, investing in transportation results in tremendous economic development returns for both municipalities and the state; and

**WHEREAS**, improving comprehensive transportation in Utah will reduce private vehicle usage which will in turn lead to improved air quality; and

**WHEREAS**, poor air quality discourages economic development, business recruitment and tourism visits, and contributes to asthma and other health ailments; and

**WHEREAS**, nearly 1 in 10 Utah adults suffer from asthma and struggle to breathe during poor air quality days; and

**WHEREAS**, nearly 57% of Utah adults are overweight, approximately 200,000 Utahns have diabetes, and diabetes and obesity related health care costs in Utah exceed \$1 billion; and

**WHEREAS**, investing in safe and connected trails, bike lanes, sidewalks, and multi-use paths will encourage Utahns to be more active, spend more time with their families via active transportation, and result in improved personal and community health; and

**WHEREAS**, the current motor fuel tax of 24.5 cents and 1% local option sales tax are insufficient to satisfy current and future transportation needs; and

**WHEREAS**, Utah has led the nation in creating an Unified Transportation Plan to address these comprehensive transportation and quality of life issues; and

**WHEREAS**, the City Council of Tremonton now asks the State and local governments to work together to find comprehensive funding solutions that will address transportation, economic development, air quality, and health needs.

**THEREFORE, BE IT RESOLVED** by the City Council of Tremonton, Utah the following:

SECTION 1. Comprehensive Transportation Funding. The City Council supports proposals which meet comprehensive local transportation needs, promote the Unified Transportation Plan, and provide for future growth. The City supports studying a transportation funding option which would allow for the statewide implementation of a quarter cent (\$0.0025) local options sales tax to be used for transportation. The City also supports studying motor fuel taxes, "B and C" road funding, and other transportation funding options. Motor fuel taxes are not equitably borne by road users with the advent of higher MPG vehicles, electric and hybrid vehicles, and other fuel-saving technologies. Additionally, since the motor fuel tax has not been adjusted since 1997 and is not indexed, the current purchasing power is inadequate. The City requests the Utah Legislature to carefully examine all funding options.

SECTION 2. Comprehensive Transportation Options. The City supports the expansion of the uses for which transportation funding can be spent to reflect the individual needs and discretion of local governments. Transportation, air quality, and public health can be enhanced when active transportation and transit are eligible for transportation funding. Examples of items that could be eligible may include trails, bike lanes, sidewalks, safety equipment, traffic calming, signage, and lighting. Investment in active transportation options will encourage residents to travel via walking, biking, and transit, result in a healthier population, reduced car emissions, decreased health care costs, and improved quality of life. The City supports additional funding mechanisms that will result in expanded active transportation infrastructure. The City also supports continued investment in public transit as outlined in Utah's Unified Transportation Plan. Transit can help relieve traffic, promote walkable communities, and improve air quality.

SECTION 3. Coordinating Efforts. The City encourages City staff to work with State elected officials, the Utah Transportation Coalition, and the Utah League of Cities and Towns.

SECTION 4. Distribution of this Resolution. A copy of this Resolution shall be sent to the Governor, the President of the Utah State Senate, the Speaker of the Utah House of Representatives, the municipality's State Senators and State House Representatives, and the Executive Director of the Utah League of Cities and Towns.

This Resolution shall become effective upon adoption and passage by the City Council.

**ADOPTED AND PASSED** by the City Council of the City of Tremonton, Utah, this 3<sup>rd</sup> day of February, 2015.

TREMONTON CITY CORPORATION

By  
Roger Fridal, Mayor

ATTEST:

Darlene S. Hess, Recorder

(city seal)

**TREMONTON CITY**  
**CITY COUNCIL MEETING**  
**FEBRUARY 3, 2015**

|                       |   |
|-----------------------|---|
| <b>TITLE:</b>         | Discussion on 2015-2016 Street Reconstruction Projects prior to Budget Workshops. |
| <b>FISCAL IMPACT:</b> | \$237,000 and possibly more.  |
| <b>PRESENTER:</b>     | Paul Fulgham, Tremonton City Public Works Director                                |

**Prepared By:**

Paul Fulgham  
Public Works Director

**RECOMMENDATION:**

Discuss the possibility of deciding, Pre-Budget Discussion, on Possible 2015/2016 Street Reconstruction Projects.

**BACKGROUND:**

Why would the City Council want to decide prior to Budget Discussion and Workshops on possible Street Reconstruction Projects?

- As is said "Timing is Everything" by selecting projects now we can get them to bid during a favorable time of the year when the Contractors are starting to setting their summer schedules.
- The price of oil is at a low and should reflect that in the cost of asphalt and other material.
- The City Council has been working off of an ongoing list that the Public Works has prioritized, using the data from the Utah LTAP Road Surveys, so the targeted Streets needing reconstruction is readily available.

**Attachments:**

1. Class C Road Projects

**Tremonton City Roads to Rebuild - Public Works Director Cost Estimate January 2015**

|    | Street  | Length | Width | Square Feet | Square Yards | Cost (\$12.75 SY) | Plus 10%  | Cost Est. | Year |
|----|---|--------|-------|-------------|--------------|-------------------|-----------|-----------|------|
| 1  | I-84 Frontage                                 | 2,020  | 24    | 48,480      | 5,387        | \$68,680          | \$75,548  |           | 2015 |
| 2  | 100 West (665 So. - 900 So.) Melody Park      | 1,432  | 36    | 51,552      | 5,728        | \$73,032          | \$80,335  | \$236,218 | 2015 |
| 3  | 150 West (665 So. - 900 So.) Melody Park      | 1,432  | 36    | 51,552      | 5,728        | \$73,032          | \$80,335  |           | 2015 |
| 4  | 960 South (660 West - 750 West)               | 483    | 36    | 17,388      | 1,932        | \$24,633          | \$27,096  |           |      |
| 5  | Hillcrest Cir. Cul-de-sac (David Dr)          | 270    | 48    | 12,960      | 1,440        | \$18,360          | \$20,196  |           |      |
| 6  | 540 West Cul-de-sac (800 South 750 South)     | 190    | 51    | 9,690       | 1,077        | \$13,728          | \$15,100  |           |      |
| 7  | 480 West Cul-de-sac (720 South 770 South)     | 190    | 51    | 9,690       | 1,077        | \$13,728          | \$15,100  |           |      |
| 8  | 660 South (460 West - 600 West)               | 647    | 26    | 16,822      | 1,869        | \$23,831          | \$26,214  | \$679,652 |      |
| 9  | 534 West (660 South - 720 South)              | 215    | 26    | 5,590       | 621          | \$7,919           | \$8,711   |           |      |
| 10 | 800 North (100 W - 300 E)                     | 1,564  | 40    | 62,560      | 6,951        | \$88,627          | \$97,489  |           |      |
| 11 | 700 North (410 East - David Drive)            | 655    | 36    | 23,580      | 2,620        | \$33,405          | \$36,746  |           |      |
| 12 | 400 West (Main St.- 300 North, 350 N - 550 N) | 2,072  | 36    | 74,592      | 8,288        | \$105,672         | \$116,239 |           |      |
| 13 | 600 North (300 East - 1000 West)              | 5,212  | 39    | 203,268     | 22,585       | \$287,963         | \$316,759 |           |      |