

## **Draft Minutes**

### **TREMONTON CITY CORPORATION CITY COUNCIL MEETING January 6, 2015**

#### Members Present:

Diana Doutre  
Lyle Holmgren  
Jeff Reese  
Bret Rohde  
Byron Wood  
Roger Fridal, Mayor  
Shawn Warnke, City Manager  
Darlene S. Hess, Recorder

### **CITY COUNCIL WORKSHOP**

Mayor Fridal called the January 6, 2015 City Council Workshop to order at 6:01 p.m. The meeting was held in the City Council Meeting Room at 102 South Tremont Street, Tremonton, Utah. Those in attendance were Mayor Fridal, Councilmembers Doutre, Holmgren, Reese, Rohde, and Wood, City Manager Shawn Warnke, Recorder Darlene S. Hess. The following Department Heads were also present: Fire Chief Steve Batis, Public Works Director Paul Fulgham, and Police Chief David Nance. Also in attendance were: Trevon Cutler, James Munns, Larry Robison, Mark Thompson, and Blair Westergard from the Fire Department.

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

The Council reviewed the January 6, 2015 Agenda with the following items being discussed in more detail:

**Minutes** - Councilmember Holmgren would like to see the minutes saved as a searchable PDF. Director Fulgham noted that Adobe Acrobat Professional 11 is ordered and once it is here, the minutes can be saved as a searchable PDF. Manager Warnke explained that the plan is to have one PDF file that is bookmarked. The Council liked the idea.

**Update on 1000 North Road Project** – Director Fulgham explained that the State is behind schedule and does not have the project out to bid. Prior to putting the 1000 North Road Project to bid the easements and right-of-ways needs to be verified by the State. Once verified, the State should be able to post the project bid next week. The project has been scaled back as it can't be more than 10% over the State's independent estimate. If more funds are needed, it will be addressed with the City Council to use some of next year's road project funds. The Public Works Director is recommending that the 1000 North Project start where the 1991 road project for the Malt-O-Meal redevelopment started. The road's structure is good, but the road's surface is pitted from the salt and sand coming from the traffic off the freeway. Director Fulgham recalled that the Small

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Urban Project that the City did with the state was to be for a full mile of road; however, the State funds only covered the construction of half a mile at the State's standards. The City was able to borrow less money than the State funds and build the other half mile that included a bridge. Director Fulgham stated that if you drive on 2000 West, you cannot tell where the City's portion of the road starts and stops. The roads are built to the same specifications, but the State's costs for construction management and the environmental study take a lot of that money.

**Ordinance 15-01, Compensation and Salaries** – Manager Warnke explained under the current codified ordinance, contained in Chapter 3-800 City Administration of the Revised Ordinances of Tremontion City Corporation that if an employee received two rates of pay, the employee would receive the higher of the two wages. Additionally, the other rules and regulations that are stated in this current codified in Chapter 3-800 City Administration are addressed in the City's Personnel Policies and Procedures. Instead of having two sets of standards that might not coincide, it is recommended that duplications be eliminated by amending the currently codified ordinance. Councilmember Reese stated that is was just cleaning up the Revised Ordinance of Tremontion City Corporation.

**Manager Warnke explained Resolution No. 15-01 and Resolution No. 15-02** proposes the consolidation of different rates of pay that firefighters have received over time for primary duties performed such as EMT, firefighter, and hazmat. Job descriptions have been created that include the aforementioned primary duties combined and one rate of pay assigned for the following positions: Firefighter/EMT Trainee; Firefighter I/EMT Basic; Firefighter II/EMT Advanced; and Reserve Firefighter. The policy proposed in Resolution No. 15-01 amends Section XIII: Compensation Planning of the Tremontion City Personnel Policies and Procedures to outline the process used to implement the consolidated rate of pay.

Mayor Fridal asked if the firefighters had any comments. Fire Chief Batis stated that it will simplify things by making the rate of pay the same for medical and fire calls. Battalion Chief Blair Westergard noted that firefighters are paid twice as much to go on the ambulance than the fire trucks. It will be good except the rate for the ambulance calls was set 8-10 years ago and now the rate is down. Chief Batis stated there were 921 ambulance calls this year (which were high for Tremontion) and 178 fire calls (which were low). Some of the fire calls were for longer periods of time, but the overall total for fire calls was down this year. Medical calls generally increase every year. There were almost a hundred more calls for medical this year over last year.

Battalion Chief Westergard noted that less than half the ambulance calls were transfers. Fire Chief Batis stated that homeowners in the City are not charged for fire calls. The Fire Department is compensated for calls from Box Elder County, Elwood Town, and a few per home/per year with a written contract. When Tremontion firefighters go out on a fire call outside the fire area, they are compensated at a rate of pay per man plus \$136 per

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truck/per hour. The soft costs in the unincorporated Box Elder County allow for compensation above and beyond the \$50 charge per year.

Councilmember Wood apologized for not being at the joint meeting with the Fielding Town Council and the Tremonton City Council held on December 15, 2014 to discuss ambulance service area boundaries. He planned on attending; however, he had prior obligations he didn't know about. The City Council asked how the firefighters feel about the changes made regarding the call areas. Chief Batis noted that the firefighters hated to lose SR-30. Councilmember Holmgren asked if there are missed calls from the Fielding call area. Chief Batis stated there have been, but they were not brought up at the meeting. Battalion Chief Westergard explained that Fielding only has ten EMTs compared to Tremonton's twenty-eight Advanced EMTs and thirty-five total employees.

Battalion Chief Westergard reported that some of the Advanced EMTs with more certificates will be losing \$3 an hour on ambulance calls with these changes. As an officer and a manager in the Fire Department, the proposed consolidated rate of pay is better for the City. Councilmember Holmgren expressed concern that some firefighters were not responding to fire calls because of the difference in pay. Chief Batis stated that the new change will help get the responders that are needed.

Firefighter Larry Robison asked if there will be any difference in pay based on years of service. Chief Batis said there is no difference. Firefighter Robison asked for clarification on the minimum pay range. If someone has three certifications would they get a higher range or stay the same? The firefighters do get extra pay for the certifications. Fire Chief Batis would like to see an increase for years of service considered in the future.

Manager Warnke feels this is a positive change, but does recognize that some will be impacted as Battalion Chief Westergard pointed out. While speaking with Fire Chief Batis, it was noted that most of the Fire Department funds are derived from ambulance calls. The changes were made so the rates would stay within the revenue estimates from past fiscal years. When the number of ambulance calls increases, then adjustments can be reviewed.

This will put the City in a better position to compare salary surveys with other Fire Departments. Manager Warnke explained that every three or four years, the City compares salaries with comparable entities. It has been difficult in the past to compare the City's compensation rates for fire service because there were three different rates of pay for three different job duties. Most of the other agencies have a combined rate of pay for all the duties provided. Box Elder County recently raised the fire wages up to \$14 an hour. As such, the City was really behind the County in fire wages; however, the City was fairly high in ambulance wages.

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Linsey Nessen, HR Clerk prepared a spreadsheet showing the difference between the actual wage paid in 2012, 2013 and 2014, and the rate of pay based on the proposed salary changes. Manager Warnke noted that the difference in 2012 would have be \$4,400 under what was paid, in 2013 the City would have expended \$6,500 over what was paid, and 2014 would have been \$800 under. Mayor Fridal noted that the cost to the City will be about even with what has been paid for firefighters and EMTs.

Councilmember Rohde asked how the rates for EMT Advanced compare with other cities. Chief Batis explained that Brigham is offering \$12 an hour to stay on call at the station. Councilmember Rohde thinks that \$17 an hour is low for an EMT Advanced. Chief Batis stated that Cache Valley has twelve hour shifts during the day at two stations. They don't go on many calls, but get paid to be at the station. Volunteer Fire Departments are run differently so it is hard to compare. Mendon doesn't have an ambulance service, but they pay compensation for more certifications than Tremonton. Councilmember Reese would like to move forward with this and see if it stays within the budget. Battalion Chief Westergard commented that everyone at ATK makes over \$20 an hour.

Firefighter Robison noted that some individuals on the Fire Department may be EMT Advanced, but only a Fire Fighter I. Which pay scale would you use? Manager Warnke stated that to get the lower rate, an individual would need to have both certifications to meeting the qualifications in the job description and receive the higher rate of pay. Councilmember Rohde asked if the City is moving toward having paramedic's ambulance service. Chief Batis noted that once the call volumes increase, the City can move toward getting paramedics license. There is a lot of money spent training paramedics, but the City would have to pay a large amount of money to keep them, as bigger cities pay more. Chief Batis stated that paramedics can administer a few more drugs than the EMT Advanced, the City's current ambulance level license. Tremonton Fire Department likes to have three or four Advanced EMT's respond to each call as it takes that many to give the best care to cardiac patients.

Manager Warnke noted that the Fire Department has never received COLA (Cost-of-living-adjustment) or merit increases. If the Fire Department did receive COLA or merit increases it would incrementally increase wages. It is anticipated that the proposed changes will make the market comparison easier. Mayor Fridal asked for clarification that agenda items 7 c, d, and e have all been discussed.

**Resolution No. 15-03** – Manager Warnke reminded the Council that Shawn Croney was going to talk to RMP (Rocky Mountain Power) about the acquisition of land. Manager Warnke left a message for Mr. Croney last week letting him know that the five acres C&R Auto and Trailer Sales is interested in purchasing from the City would be discussed at City Council this evening. Councilmember Doure asked if the agreement was contingent upon RMP. It was her understanding that C&R Auto and Trailer Sales need more than five acres.

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Manager Warnke reminded the Council that Tremonton has roughly nineteen acres left. The size of acreage that the Council retains will determine the type of development that can occur in the future. Councilmember Wood understood that Mr. Croney wasn't interested if the City wouldn't sell seven acres. The price RMP was asking per acre was much more than Mr. Croney was willing to pay. Mayor Fridal does not like the idea of selling seven acres and having RMP's five acre parcel sitting empty next to it. The Council does not want to sell seven acres at this time. Councilmember Holmgren would like this Resolution to be tabled if Mr. Croney doesn't come to City Council tonight with further information.

**Bid for the 1000 North Waterline** – Director Fulgham reminded the Council that, due to the change in grade associated with the 1000 North Road Project, the waterline in 1000 North needs to be lower in the ground. It would save the City money to upsize the waterline now while the road is dug up. The engineer's estimate for the project was \$150K. There were fourteen bids that came in ranging from \$120,904 to \$180,038. The low bidder is a new company called Non-Typical Excavation from Malad, Idaho. Director Fulgham has never heard of them. Based on the size of the project and the specialized fittings, Director Fulgham would recommend going with Rupp Trucking. The City has a history with Rupp Trucking and knows they can do the work. AAA Excavation is from the Ogden area. Chris Breinholt, City Engineer, has dealt with them and Brigham City and was not 100% happy with the work they performed.

Director Fulgham stated that while speaking with City Attorney Ericson, he was told it would be legal to award the bid to Rupp Trucking. The City will include additional language in the bid documents that gives more clarity to the selecting of contractors. If there was a big difference in the bids, Director Fulgham may have considered going with someone else, but Rupp Trucking's bid is very close to the next lower bid.

2. Review of insurance report for Calendar Year 2014

This item was not discussed.

**Motion by Councilmember Holmgren to move into Closed Session.** Motion seconded by Councilmember Doutre. Roll Call Vote: Councilmember Doutre – aye, Councilmember Holmgren – aye, Councilmember Reese – aye, Councilmember Rohde - aye, Councilmember Wood – aye. Motion approved.

The Council moved into closed session at 6:44 p.m.

3. **CLOSED SESSIONS:**
  - a. **Strategy session to discuss pending and/or reasonably imminent litigation.**
  - b. **Strategy session to discuss the purchase, exchange, or lease of real property when public discussion of the transaction would disclose the appraisal or**

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*estimated value of the property under consideration or prevent the public body from completing the transaction on the best possible terms.*

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

The meeting adjourned at 7:04 p.m. by consensus of the Council.

### **CITY COUNCIL MEETING**

Mayor Fridal called the January 6, 2015 City Council Meeting to order at 7:08 p.m. The meeting was held in the Tremonton City Council Meeting Room at 102 South Tremont Street, Tremonton, Utah. Those in attendance were Mayor Fridal, Councilmembers Doutre, Holmgren, Reese, Rohde, and Wood, City Manager Shawn Warnke, and Recorder Darlene S. Hess. The following Department Heads were also present: Fire Chief Steve Batis, Public Works Director Paul Fulgham, and Police Chief David Nance. Also in attendance were: Trevon Cutler, James Munns, Larry Robison, Mark Thompson, and Blair Westergard from the Fire Department.

1. Opening Ceremony:

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

2. Introduction of guests:

There were six scouts from Troop #627 and their leaders in attendance.

3. Approval of Agenda:

Mayor Fridal asked if there were any changes or corrections to the Agenda. No comments were made.

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

4. Approval of minutes – November 18, 2014, December 2, 2014, December 15, 2014

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Mayor Fridal asked if there were any changes to the minutes. There were no comments.

**Motion by Councilmember Holmgren to approve the minutes of November 18, 2014, December 2, 2014, and December 15, 2014.** Motion seconded by Councilmember Doutre. Vote: Councilmember Doutre - aye, Councilmember Holmgren - aye, Councilmember Reese - aye, Councilmember Rohde - aye, and Councilmember Wood - aye. Motion approved.

5. Public comments: This is an opportunity to address the Council regarding your concerns or ideas. Please limit your comments to three minutes.

There were no public comments.

6. Department Head Reports:

- a. Update and change of scope for the 1000 North Road Project – Director Paul Fulgham

Public Works Director Paul Fulgham told the Council that the wheels move slowly when you put out to bid on this type of project. The State will come up to verify the easements that are necessary for the project. The City should be able to post the invitation for bidding next week. The City will scale back the project to meet what the UDOT's estimate is.

7. New Council Business:

- a. Discussion and consideration of approving the November Warrant Register

**Motion by Councilmember Wood to approve the November 2014 Warrant Register.** Motion seconded by Councilmember Doutre. Vote: Councilmember Doutre - aye, Councilmember Holmgren - aye, Councilmember Reese - aye, Councilmember Rohde - aye, and Councilmember Wood - aye. Motion approved. Councilmember Doutre appreciates having the description included on the Warrant Register.

- b. Discussion and consideration of approving the November Financial Statement

**Motion by Councilmember Holmgren to approve the November Financial Statement.** Motion seconded by Councilmember Reese. Vote: Councilmember Doutre - aye, Councilmember Holmgren - aye, Councilmember Reese - aye, Councilmember Rohde - aye, and Councilmember Wood - aye. Motion approved.

- c. Discussion and consideration of approving Ordinance No. 15-01 amending the Section 3-818 Compensation and Salaries of the Revised Ordinances of

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Tremonton City Corporation

Manager Warnke explained that it is proposed to eliminate the duplicate language in this Ordinance and have policy remain in the Tremonton City's Personnel Policies and Procedures.

**Motion by Councilmember Reese to approve Ordinance No. 15-01.** Motion seconded by Councilmember Rohde. Roll Call Vote: Councilmember Doutre - aye, Councilmember Holmgren - aye, Councilmember Reese - aye, Councilmember Rohde - aye, and Councilmember Wood - aye. Motion approved.

- d. Discussion and consideration of approving Resolution No. 15-01 amending Section XIII: Compensation Planning of the Tremonton City Personnel Policies and Procedures

**Motion by Councilmember Rohde to move forward with Resolution No. 15-01 as it is written.** Motion seconded by Councilmember Holmgren. Roll Call Vote: Councilmember Doutre - aye, Councilmember Holmgren - aye, Councilmember Reese - aye, Councilmember Rohde - aye, and Councilmember Wood - aye. Motion approved.

- e. Discussion and consideration of approving Resolution No. 15-02 adopting the Revised Tremonton City Compensation and Classification Plan

Manager Warnke asked that the Council allow City staff to replace Exhibit "A" of Resolution No. 15-02 with the most recent version. The requested replacement will not change any numbers, just the format in which the information is presented.

**Motion by Councilmember Reese to approve Resolution No. 15-02 with the most recent version as Manager Warnke stated.** Motion seconded by Councilmember Doutre. Roll Call Vote: Councilmember Doutre - aye, Councilmember Holmgren - aye, Councilmember Reese - aye, Councilmember Rohde - aye, and Councilmember Wood - aye. Motion approved.

- f. Discussion and consideration of adopting Resolution No. 15-03 authorizing the disposal of up to five (5) acres of Tremonton City owned property located at approximately 300 North 2000 West in Tremonton, Utah to C&R Auto and Trailer Sales

**Motion by Councilmember Holmgren to table Resolution No. 15-03 until C&R Auto and Trailer Sales are present to discuss.** Motion seconded by Councilmember Rohde. Roll Call Vote: Councilmember Doutre - aye, Councilmember Holmgren - aye, Councilmember Reese - aye, Councilmember

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Rohde - aye, and Councilmember Wood - aye. Motion approved.

- g. Discussion and consideration of awarding a bid for the 1000 North Waterline Project

Director Fulgham stated that the waterline goes along with the 1000 North road project. During the design of the 1000 North Road Project it was discovered that once the change in the grade of the road is done, the existing waterline would be too shallow. Instead of replacing the waterline with the same size pipe, it is to the City's advantage to upsize now. Director Fulgham put the 1000 North Waterline Project out to bid with the City's engineer's estimate of \$150K for the project. There were fourteen bidders on the project, with bids ranging from \$121K to \$180K. After reviewing the bids and State and City policies, it is Director Fulgham's recommendation to award the bid to a local contractor, Rupp Trucking. Rupp Trucking was the third lowest bidder on the list with a bid amount of \$126,321. It will keep the work local, and the City knows Rupp Trucking is capable of doing the project. Some of the other bids were from companies the City has no experience with. The waterline for this project is not a standard 8" main, it is 18" and will require specialized fittings and putting them together is specialized. Once the waterline is in operation there is a lot of force on the waterline fittings because of the size and pressure inside the waterline. The City wants to ensure that the fittings are done right the first time to avoid having to dig up the road again if a repair is needed.

Councilmember Wood likes that Rupp Trucking is a local company and not going anywhere. If there is a problem, they could get right on it.

**Motion by Councilmember Wood to award the bid to Rupp Trucking.** Motion seconded by Councilmember Dautre. Councilmember Wood noted the bid from Rupp Trucking was for \$126,321.64. Roll Call Vote: Councilmember Dautre - aye, Councilmember Holmgren - aye, Councilmember Reese - aye, Councilmember Rohde - aye, and Councilmember Wood - aye. Motion approved.

### 8. Comments:

- a. Administration/City Manager Advice and Consent

- 1) Continuation of the discussion of any item not completed in the 6:00 p.m. City Council Workshop listed above

Manager Warnke stated that the City is working on receiving the Utah Local Government Trust's (ULGT) Trust Accountability Program (TAP) Award. One of the criteria for the TAP Award is to discuss some of the elements of risk management with the City Council. The City has always participated in the Trust's Safety Grant. The TAP Program is the next

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version of the Safety Grant with more comprehensive requirements.

The City had some accidents in 2014 that exceeded the expected losses in workers' compensation from Utah Local Government Trusts (ULGT). In 2012, the City was \$7K below the expected losses for workers' compensation. During 2013, the City employee accidents were quite a bit lower, around \$24K below the expected losses. The workers' compensation premium is based on the class codes for the type of employees working for the City. The City received some new training on employee safety and has a Safety Committee to discuss and review accidents that occur. The City has mandatory training for City employees, as well as additional training other departments provide.

The City classifies a vehicle accident as minor if there is no personal injury and the damage is less than \$1,500 to the vehicle. A vehicle accident is classified as major if there is personal injury or the damage is over \$1,500 to the vehicle. There have been several minor accidents lately. There were at least three minor accidents related to backing up. There were no accidents during the 2012, 2013, and 2014 fiscal years, and only one accident in the 2011 fiscal year. There were two major accidents in 2010 that barely surpassed the \$1,500 limit but had no personal injury.

### b. Council Reports

**Councilmember Rohde** is excited that the two new Planning Commission members will stay on, but Commissioner Rick Seamons has asked not to be reappointed. Commissioner Seamons will remain until a replacement is found. Does the Council have any suggestions of individuals that would like to serve on the Planning Commission? Councilmember Rohde asked that a discussion be added to the next City Council work session.

Councilmember Rohde asked about the lighting along the 2300 West. Director Fulgham stated that there are lights at every intersection. There are more lights on 2300 West than on 1000 North.

Condolences were expressed for Sherriff Yeates' family. He was a wonderful man and wonderful servant of our community.

Councilmember Rohde explained to the scouts that were attending that the Council had an hour long work session before City Council started to discuss the items on the agenda. It's important to know that the Council has spent time discussing each item before a vote is made in City Council. Each item is discussed in great detail.

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**Councilmember Wood** thanked Jim Abel for donating free meals for the police officers to hand out. Mr. Abel runs a great business down at J.C.'s Diner. Everyone in the valley appreciates him. Local Officials Day at the Legislature in Salt Lake is coming up. As the Youth City Council (YCC) budget is limited and it costs \$60 per person, Aimee Brown with YCC doesn't think YCC will be attending. It is a good agenda with Terry Bradshaw speaking, but the YCC will save their money for going to activity that is hosted at Utah State. Councilmember Wood stated it is a better situation and better training.

**Councilmember Doutre** thanked the City employees for all the work done to decorate for Christmas. The town looked nice and the lights were wonderful. A lot of people enjoyed them. The special night (Holiday Extravaganza) with Santa was fun. There was a lot of work put into this activity.

**Councilmember Holmgren** thanked the Parks and Recreation employees and Manager Warnke for their work getting the Tour of Utah here in August. It will be a great event and exciting to have it in our City. There have been meetings and the training is under way.

**Mayor Fridal** thanked the Parks employees for the Christmas decorations. The City road crew did a great job on the roads this year.

Mayor Fridal told the audience that one of the City's faithful employees, Norene Rawlings, will be retiring tomorrow. Today there was a going away party for her twenty years of service. She did an absolutely terrific job for Tremonton City. She was a huge asset and did a great job.

### 9. Adjournment.

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

The meeting adjourned at 7:35 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

CITY OF TREMONTON  
 BALANCE SHEET  
 DECEMBER 31, 2014

CAPITAL PROJECTS FUND - WWTP

ASSETS

47-11100	CASH FROM COMBINED FUND	(	715,607.41)
	TOTAL ASSETS		( 715,607.41)

LIABILITIES AND EQUITY

FUND EQUITY

47-28100	RESTRICTED WWTP IMPACT-GARLAND	(	168,355.43)
	UNAPPROPRIATED FUND BALANCE:		
47-29800	FUND BALANCE - BEGINN OF YEAR	(	549,358.81)
	REVENUE OVER EXPENDITURES - YTD		2,106.83
	BALANCE - CURRENT DATE	(	547,251.98)
	TOTAL FUND EQUITY		( 715,607.41)
	TOTAL LIABILITIES AND EQUITY		( 715,607.41)

CITY OF TREMONTON  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2014

CAPITAL PROJECTS FUND - WWTP

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>UTILITY REVENUE</u>					
47-37-750 IMPACT FEES WWTP - TREMONTON	.00	8,279.58	71,000.00	62,720.42	11.7
47-37-751 IMPACT FEES WWTP - GARLAND	1,128.00	2,256.00	2,000.00	( 256.00)	112.8
47-37-897 CAPITAL RESERVES - TREMONTON	.00	.00	404,000.00	404,000.00	.0
TOTAL UTILITY REVENUE	1,128.00	10,535.58	477,000.00	466,464.42	2.2
TOTAL FUND REVENUE	1,128.00	10,535.58	477,000.00	466,464.42	2.2

CITY OF TREMONTON  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2014

CAPITAL PROJECTS FUND - WWTP

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
47-72-512 FACILITIES/IMPACT FEE	2,998.75	8,428.75	27,000.00	18,571.25	31.2
47-72-706 SOLID HANDLING	.00	.00	450,000.00	450,000.00	.0
<b>TOTAL DEPARTMENT 72</b>	<b>2,998.75</b>	<b>8,428.75</b>	<b>477,000.00</b>	<b>488,571.25</b>	<b>1.8</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>2,998.75</b>	<b>8,428.75</b>	<b>477,000.00</b>	<b>468,571.25</b>	<b>1.8</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 1,870.75)</b>	<b>2,106.83</b>	<b>.00</b>	<b>( 2,106.83)</b>	<b>.0</b>

CITY OF TREMONTON  
BALANCE SHEET  
DECEMBER 31, 2014

TREATMENT PLANT FUND

ASSETS

52-11100	CASH FROM COMBINED FUND	2,520,516.68	
52-11103	CASH IN PTIF - WWTP RESERVE	216,672.32	
52-12000	TREATMENT PLANT ACC. REC	93,564.28	
52-15112	BUILDINGS AND STRUCTURES	1,101,808.30	
52-15113	EQUIPMENT	5,147,917.96	
52-15200	ACCUMULATED DEP. TREATMENT	( 3,110,812.01)	
52-16110	LAND - COMPOST	35,150.00	
52-16112	BUILDINGS AND STRUCTURES	259,497.33	
52-16113	EQUIPMENT - COMPOST	130,152.00	
52-16114	AUTOS - COMPOST	37,620.00	
52-16115	IMPROVEMENTS - COMPOST	16,455.25	
52-16200	ACCUMULATE DEPRECIATION	( 294,433.64)	
	TOTAL ASSETS		6,154,108.47

LIABILITIES AND EQUITY

LIABILITIES

52-22150	VACATION PAYABLE	26,000.00	
	TOTAL LIABILITIES		26,000.00

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
52-29800	FUND BALANCE - BEGINN OF YEAR	6,384,979.72	
	REVENUE OVER EXPENDITURES - YTD	( 188,258.22)	
	BALANCE - CURRENT DATE	6,196,721.50	
	TOTAL FUND EQUITY		6,196,721.50
	TOTAL LIABILITIES AND EQUITY		6,222,721.50

CITY OF TREMONTON  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2014

TREATMENT PLANT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>OTHER INCOME</u>					
52-36-610 INTEREST EARNINGS	.00	3,193.30	9,000.00	5,806.70	35.5
TOTAL OTHER INCOME	.00	3,193.30	9,000.00	5,806.70	35.5
<u>UTILITY REVENUE</u>					
52-37-711 TREATMENT OVERAGE	22,014.02	153,960.44	250,000.00	96,039.56	61.6
52-37-712 TREATMENT OVERAGE GARLAND	371.25	7,713.32	7,000.00	( 713.32)	110.2
52-37-770 SALES TREATMENT TREMONTON	55,987.27	310,107.12	570,000.00	259,892.88	54.4
52-37-773 SALE OF COMPOST	.00	1,020.00	6,000.00	4,980.00	17.0
52-37-780 SALES TREATMENT GARLAND	12,608.70	63,391.20	150,000.00	86,608.80	42.3
TOTAL UTILITY REVENUE	90,981.24	536,192.08	983,000.00	446,807.92	54.6
<u>CONTRIBUTIONS &amp; TRANSFERS</u>					
52-38-897 EXCESS FROM RESERVES	.00	.00	396,200.00	396,200.00	.0
TOTAL CONTRIBUTIONS & TRANSFERS	.00	.00	396,200.00	396,200.00	.0
TOTAL FUND REVENUE	90,981.24	539,385.38	1,388,200.00	848,814.62	38.9

CITY OF TREMONTON  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 6 MONTHS ENDING DECEMBER 31, 2014

TREATMENT PLANT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TREATMENT PLANT</u>					
52-72-100 SALARIES	14,838.33	96,624.68	197,300.00	100,675.32	49.0
52-72-101 OVERTIME WAGES	392.35	2,630.80	6,500.00	3,869.20	40.5
52-72-103 MERIT	.00	.00	300.00	300.00	.0
52-72-104 DRUG TEST/PHYSICAL	50.00	165.00	300.00	135.00	55.0
52-72-130 BENEFITS	8,084.41	52,397.28	109,000.00	56,602.72	48.1
52-72-180 LAB	2,075.97	9,915.58	20,000.00	10,084.42	49.6
52-72-190 UNIFORMS	.00	1,866.48	1,600.00	( 266.48)	116.7
52-72-200 TREATMENT PLANT CHLORINE	644.33	2,868.53	7,000.00	4,131.47	41.0
52-72-210 BOOKS & SUBSCRIPTIONS	.00	.00	600.00	600.00	.0
52-72-220 SAFETY SUPPLIES	.00	633.58	1,000.00	366.42	63.4
52-72-230 TRAVEL	.00	.00	1,500.00	1,500.00	.0
52-72-240 OFFICE SUPPLIES & EXPENSES	.00	1,211.22	2,800.00	1,588.78	43.3
52-72-250 EQUIPMENT SUPPLIES & MAINT.	2,763.39	45,357.68	60,000.00	14,642.32	75.6
52-72-260 BUILDING & GROUNDS MAINTENANCE	.00	260.30	6,000.00	5,739.70	4.3
52-72-270 UTILITIES	9,569.07	59,831.30	90,000.00	30,168.70	66.5
52-72-271 GAS - (QUESTAR)	2,885.63	3,754.49	12,000.00	8,245.51	31.3
52-72-280 TELEPHONE	177.11	846.99	1,900.00	1,053.01	44.6
52-72-310 SERVICES DATA PROCESSING	41.40	235.39	500.00	264.61	47.1
52-72-312 COMPUTER SOFTWARE	.00	9.37	200.00	190.63	4.7
52-72-313 COMPUTER HARDWARE	.00	754.85	1,300.00	545.15	58.1
52-72-320 ENGINEERING	.00	.00	1,000.00	1,000.00	.0
52-72-330 LEGAL	.00	70.05	500.00	429.95	14.0
52-72-340 ACCOUNTING & AUDITING	1,008.42	1,385.48	5,100.00	3,714.52	27.2
52-72-360 EDUCATION	.00	.00	1,000.00	1,000.00	.0
52-72-380 TREATMENT SAMPLES	220.00	1,602.00	2,500.00	898.00	64.1
52-72-410 INSURANCE	.00	.00	10,100.00	10,100.00	.0
52-72-540 PURCHASES OF EQUIPMENT	.00	.00	5,000.00	5,000.00	.0
52-72-600 TREATMENT PLANT DEPRECIATION	26,833.33	160,999.98	322,000.00	161,000.02	50.0
52-72-612 EMERGENCY REPAIR FUND RESERVE	.00	.00	6,000.00	6,000.00	.0
52-72-712 AEROTOR - BEARING/CHAINS REPLA	.00	.00	50,000.00	50,000.00	.0
TOTAL TREATMENT PLANT	69,583.74	443,421.03	923,000.00	479,578.97	48.0

CITY OF TREMONTON  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 6 MONTHS ENDING DECEMBER 31, 2014

TREATMENT PLANT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COMPOST OPERATIONS</u>					
52-73-100 SALARIES	3,755.20	28,743.48	54,800.00	26,056.52	52.5
52-73-101 OVERTIME WAGES	.00	.00	100.00	100.00	.0
52-73-103 MERIT	.00	.00	150.00	150.00	.0
52-73-130 BENEFITS	1,837.72	12,319.41	25,300.00	12,980.59	48.7
52-73-160 FUEL	.00	9,094.49	18,900.00	9,805.51	48.1
52-73-180 LAB	.00	.00	4,000.00	4,000.00	.0
52-73-190 UNIFORMS	.00	598.52	650.00	51.48	92.1
52-73-205 POLYMER	.00	19,320.00	40,000.00	20,680.00	48.3
52-73-210 BOOKS & SUBSCRIPTIONS	.00	.00	100.00	100.00	.0
52-73-220 SUPPLIES SUPPLIES	.00	.00	500.00	500.00	.0
52-73-230 TRAVEL	.00	.00	500.00	500.00	.0
52-73-240 OFFICE SUPPLIES & EXPENSES	.00	.00	200.00	200.00	.0
52-73-250 EQUIPMENT SUPPLIES & MAINT.	1,157.25	21,730.16	11,000.00	( 10,730.16)	197.6
52-73-260 BUILDING & GROUNDS MAINTENANCE	.00	.00	2,000.00	2,000.00	.0
52-73-270 UTILITIES	.00	.00	20,000.00	20,000.00	.0
52-73-271 GAS - (QUESTAR)	.00	.00	5,000.00	5,000.00	.0
52-73-280 TELEPHONE	83.73	421.25	1,100.00	678.75	38.3
52-73-360 EDUCATION	.00	.00	500.00	500.00	.0
52-73-380 TREATMENT SAMPLES	.00	616.00	1,000.00	384.00	61.6
52-73-410 INSURANCE	.00	130.79	.00	( 130.79)	.0
52-73-460 PLANT SLUDGE REMOVAL	18,921.72	18,921.72	40,000.00	21,078.28	47.3
52-73-540 PURCHASES OF EQUIPMENT	.00	.00	6,000.00	6,000.00	.0
52-73-600 COMPOST DEPRECIATION	1,500.00	9,000.00	25,000.00	16,000.00	36.0
52-73-802 USED FRONT END LOADER	.00	11,051.19	75,000.00	63,948.81	14.7
52-73-803 10-WHEEL DUMP TRUCK	152,275.56	152,275.56	130,000.00	( 22,275.56)	117.1
<b>TOTAL COMPOST OPERATIONS</b>	<b>179,531.18</b>	<b>284,222.57</b>	<b>461,800.00</b>	<b>177,577.43</b>	<b>61.6</b>
<u>ADMIN SERVICE CHARGES</u>					
52-90-905 ADMIN SERVICES CHARGE	.00	.00	3,400.00	3,400.00	.0
<b>TOTAL ADMIN SERVICE CHARGES</b>	<b>.00</b>	<b>.00</b>	<b>3,400.00</b>	<b>3,400.00</b>	<b>.0</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>249,114.92</b>	<b>727,643.60</b>	<b>1,388,200.00</b>	<b>660,556.40</b>	<b>52.4</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 158,133.68)</b>	<b>( 188,258.22)</b>	<b>.00</b>	<b>188,258.22</b>	<b>.0</b>

**TREMONTON CITY  
CITY COUNCIL MEETING  
JANUARY 20, 2015**

<b>TITLE:</b>	Discussion and consideration to surplus Patrol Car T40 - a 2009 Dodge Charger (VIN # 2B3KA43T89H519309 mileage 86,594)
<b>FISCAL IMPACT:</b>	Unknown revenue to General Fund 2009 Charger to be removed from the City's Balance Sheet for <i>General Fixed Asset</i> (as such there will be an insignificant/unnoticeable adjustment downward)
<b>PRESENTER:</b>	Chief Nance

**Prepared By:**

David Nance  
Police Chief

**RECOMMENDATION:**

I move that the City Council approve the disposal of the 2009 Dodge Charger, that the vehicle be put up for bid and that the city accept the highest bid for the sale of the aforementioned vehicle.

**BACKGROUND:**

Vehicle T-40 is a 2009 Dodge Charger (Police Package) it was purchased 05/15/09 and placed in operation as an un-marked police vehicle. In September of 2014 this vehicle was "replaced" and used as a spare vehicle in the fleet. In December of 2014, T-40 was diagnosed with a lifter/cam shaft issue (cost to repair \$2500.00 +). I have been in contact with Dodge Customer Service and attempted to get Dodge to cover the cost of the repair because the problem is a drivetrain issue, they have refused. T-40 has had other significant mechanical issues in the past and I don't feel that it's worth putting the money into it to repair.

If the City Council approves the disposal of the vehicle it will be taken off the City's Balance Sheet for *General Fixed Asset*; as such there will be an unnoticeable adjustment downwards of the Balance Sheet. The vehicle would be placed up for bid and sold to the highest bidder.

**Attachments: None**

**TREMONTON CITY  
CITY COUNCIL MEETING  
20 JANUARY 2015**

<b>TITLE:</b>	Discussion and consideration of adopting Resolution No.15-04 approving the Tremont Center Subdivision, Phase 1 Development Agreement  Discussion and consideration of adopting Resolution No. 15-05 approving a Tremont Center Master Development Agreement
<b>FISCAL IMPACT:</b>	<u>Please note that the Tremont Center Subdivision, Phase 1 Development Agreement requires the City's participation in upsizing the construction of a sidewalk along 400 West to a trail width sidewalk. The City's participation will be \$9,176.75 and will be paid for from the Park Impact Fee Fund which will be the subject of a future budget amendment--</u>
<b>PRESENTER:</b>	Steve Bench, Shawn Warnke

**Prepared By:**  
  
Steve Bench  
Zoning Administrator  
  
&  
  
Shawn Warnke  
City Manager

**RECOMMENDATION:**

I move the City Council approves Resolution No.15-04 approving the Tremont Center Subdivision, Phase 1 Development Agreement.

I move the City Council approves Resolution No. 15-05 approving a Tremont Center Master Development Agreement.

**BACKGROUND:**

Staff and Developer have been working months to put together a development Master Plan, Design Guidelines, and Zoning for a parcel of property along Main Street and 400 West.

**Tremont Center Subdivision, Phase 1 Development Agreement.** The Tremont Center Phase 1 consists of a National Retailer building a retail department store with public improvements along 400 West at approximately. 150 North to Main Street. The Tremont Center Subdivision Development Agreement is specific to the development of the first phase of the Tremont Center Master Site Plan. Of particular importance with the approval of this Subdivision Development Agreement is the financial guarantee for the subdivision improvements.

Please note that the Tremont Center Subdivision, Phase 1 Development Agreement requires the City's participation in upsizing the construction of a sidewalk along 400 West to a trail width sidewalk. The City's participation will be \$9,176.75 and will be paid for from the Park Impact Fee Fund which will be the subject of a future budget amendment--

**Development Agreement for the Tremont Center Master Site Plan.** The

Master Developer, Micah Capener has elected to subdivide and develop the site in phases. For this reason the City's Land Use Code requires the submittal of a Master Site Plan and Master Development Agreement. Specifically, Section 1.26.015 of the City Land Use Code requires the following (*emphasis added*):

*When sites are proposed to be developed in phases, a Master Site Plan approval is required prior to approving the individual Site Plans within the project and the submission of an application for a Building Permit.*

Further, Section 1.26.035 of the City's Land Use Code requires the following:

*After the LUAB review and approval of a Site Plan or Master Site Plan, a Development Agreement based on conditions and special provisions in the LUAB action for that project shall be prepared and it shall be submitted to the City Council for approval. The Development Agreement similar to a Development Agreement for subdivisions may include such items as the architectural drawings, Site Plan, phasing plans, water rights, and bonding requirements, if any.*

In addition to the proposed elements of a Master Development Agreement there include provisions to formalize and memorialize the following:

- The Tremont Center Master Site Plan
- The Tremont Center Design Guidelines and Design Standards
- Financial Responsibilities of the Master Developer

The attached version of the Master Development Agreement is a just a draft that is currently being reviewed by the Master Developer. The City Council can anticipate that there may be changes that occur before the City Council meeting on January 20, 2015. If there are changes, City staff will report these changes to the City Council.

**Attachments: Copy of draft Resolutions and agreements**

**RESOLUTION NO. 15-04**

**A RESOLUTION OF TREMONTON CITY CORPORATION APPROVING THE  
TREMONT CENTER SUBDIVISION, PHASE 1 SUBDIVISION DEVELOPMENT  
AGREEMENT**

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

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

**WHEREAS**, the Developer and City hereto have agreed that the development of the 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 Tremont Center, Phase 1 Final Plat for recording with the Recorder's Office of Box Elder County, Utah; and

**WHEREAS**, Section 2.04.045 of the City's Land Use Code requires after that a Subdivision Development Agreement be entered into between the City and the Developer.

**NOW THEREFORE BE IT RESOLVED** by the Tremonton City Council that Resolution No. 15-04 is hereby adopted approving the Tremont Center Subdivision, Phase 1 Subdivision Development Agreement as attached in Exhibit "A" attached.

Adopted and passed by the governing body of Tremonton City Corporation this 20<sup>th</sup> day of January 2015.

TREMONTON CITY  
A Utah Municipal Corporation

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

ATTEST:

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

**EXHIBIT "A"**

**TREMONT CENTER SUBDIVISION, PHASE 1  
DEVELOPMENT AGREEMENT**

THIS AGREEMENT, is made and entered into this 20<sup>th</sup> day of January, 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:

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:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 11 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN, TREMONTON CITY, BOX ELDER COUNTY, UTAH AND FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 3, FROM WHICH THE CENTER OF SECTION 3 BEARS NORTH 01° 21' 17" WEST 2624.27 FEET; THENCE NORTH 01° 21' 17" WEST 331.02 FEET ALONG THE MERIDIONAL CENTERLINE OF SAID SECTION 3 TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 88° 38' 12" WEST 33.00 FEET TO A 5/8" REBAR WITH CAP LABELED, "A.A. HUDSON, PLS 375041" SET ON THE WESTERLY RIGHT OF WAY LINE OF 400 WEST STREET; THENCE SOUTH 88° 38' 12" WEST 279.43 FEET TO A 5/8" REBAR WITH CAP; THENCE NORTH 01° 20' 58" WEST 436.10 FEET TO A 5/8" REBAR WITH CAP; THENCE NORTH 88° 42' 55" EAST 279.39 FEET TO A 5/8" REBAR WITH CAP SET ON SAID WESTERLY RIGHT OF WAY LINE OF 400 WEST STREET; THENCE NORTH 88° 42' 55" EAST 33.00 FEET TO SAID MERIDIONAL CENTERLINE OF SECTION 3; THENCE SOUTH 01° 21' 17" EAST 435.67 FEET ALONG SAID CENTERLINE TO THE TRUE POINT OF BEGINNING. CONTAINING 3.13 ACRES OF LAND.

LEGAL DESCRIPTION FOR 400 WEST RIGHT OF WAY DEDICATION.

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 11 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN, BOX ELDER COUNTY, UTAH AND FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 3, FROM WHICH THE CENTER OF SECTION 3 BEARS NORTH 01° 21' 17" WEST 2624.27 FEET; THENCE NORTH 01° 21' 17" WEST 49.51 FEET ALONG THE MERIDIONAL CENTERLINE OF SAID SECTION 3 TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 87° 35' 40" WEST 33.01 FEET TO THE WESTERLY RIGHT OF WAY LINE OF 400 WEST STREET; THENCE NORTH 01° 21' 17" WEST 283.11 FEET ALONG SAID RIGHT OF WAY LINE TO A 5/8" REBAR WITH CAP LABELED, "A.A. HUDSON, PLS 375041"; THENCE NORTH 01° 21' 17" WEST 435.71 FEET ALONG SAID RIGHT OF WAY LINE TO A 5/8" REBAR WITH CAP; THENCE NORTH 88° 42' 55" EAST 33.00 FEET TO SAID MERIDIONAL CENTERLINE OF SECTION 3; THENCE SOUTH 01° 21' 17" EAST 435.67 FEET ALONG SAID CENTERLINE; THENCE SOUTH 01° 21' 17" EAST 281.51 FEET ALONG SAID CENTERLINE TO THE TRUE POINT OF BEGINNING. CONTAINING 0.54 ACRES OF LAND.

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.

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:

I. 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 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.

## II. Special Conditions

### A. **Streets**

1. That the City pay a proportionate share in the amount of \$9,176.75 for constructing the eight (8) foot sidewalk on 400 West Street.

**B. Ground Water, Subdrains and Water Rights**

1. That the Developer preserves and restores in the event of any damage subdrain lines. The City has provided the developer with a copy of the general vicinity of the known subdrain lines.

**C. Development Construction Permit**

1. That the Developer obtains a UPDES permit from the State of Utah.

**D. Improvement Guarantees**

1. That the Developer provide an cash bond prior to January 31, 2015 as required by Section 2.05.045 Bond for Improvements of the Tremonton City Land Use Code. The City shall administer the release of the bond in accordance with aforementioned Section of the Tremonton City Land Use Code.

**E. 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 \$12,062.25 for chip seal and fog coat as required by Section 2.05.015 of the Tremonton City Land Use Code prior to January 31, 2015.

**F. Streetlights**

1. That the Developer make a fee in lieu for payment in the amount of \$15,250.00 for installation of street lights as required by Section 2.06.055 of the Tremonton City Land Use Code on 400 West Street prior to January 31, 2015 and, that the Developer install conduits for the street lights in locations approved by the Land Use Authority Board at the time other public improvements are installed.

**G. Master Development Site Plan and Overlay Zoning Ordinance**

1. That the Developer and subsequent property owners acknowledge and agree to comply with the requirements contained in the Master Site Plan Development Agreement and Tremont Center Mixed Use Overlay Zone.

**III. Miscellaneous**

**A. Construction Site Safety.** The Developer agrees to provide and install, at its expense, adequate barricades, flaggers, warning signs and similar safety devices at all construction sites within the public right-of-way and/or other areas as deemed necessary by the City Engineer, City Public Works Department, and Traffic Engineer in accordance with any and all Federal Regulations, the City's Policies and Procedures, Utah Department of Transportation

Requirements, OSHA, and Manual of Uniform Traffic Control Devices (“MUTCD”) and shall not remove said safety devices until the construction has been completed.

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

L. **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.

M. **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.

N. **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.

O. **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.

P. **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.

Q. **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.

R. **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.

S. **Recording.** The City and Developer/Owner are authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of the Agreement, and the Developer/Owner agrees to execute any such instruments upon reasonable request.

T. **“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 Contract as independent Parties and that the same is in all respects an “arms-length” transaction.

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

# Shopko Tremont Center (Right-of-Way)

Engineer's Estimate

Civil Solutions Group, Inc.

540 W Golf Course Road, Suite B1, Providence, UT 84332

Providence, UT 84332

Date: December 18, 2014

Telephone 435-213-3762

[mtaylor@civilsolutionsgroup.net](mailto:mtaylor@civilsolutionsgroup.net)

General Notes: This cost estimate is based upon the Engineer's opinion of the current cost of materials and labor in this area. Actual bids could vary from this cost estimate. The quantities shown on this proposal are based upon the Civil plans dated Dec. 1, 2014. The fill quantities in this cost estimate have not had a shrink factor applied.

Description	Quantity	Unit	Amount	Total Amount
<b>General Site Grading</b>				
1 Mobilization and Site Clean Up	1	LS	\$2,500.00	\$2,500.00
2 Rock Filled Sand Bags for Inlets	2	EA	\$300.00	\$600.00
3 Clear and Grub	18,956	SF	\$0.10	\$1,895.60
4 Install 6" On-Site Topsoil in Parkstrip	64	CY	\$22.00	\$1,408.00
5 Import Granular Borrow Fill	955	CY	\$13.00	\$12,415.00
6 18" Import Granular Borrow Fill under asphalt & Curb (1-ft beyond curb)	452	CY	\$13.00	\$5,876.00
7 6" Untreated Road Base Fill under asphalt and curb (1-ft beyond curb)	8,130	SF	\$0.50	\$4,065.00
8 3" Asphalt	5,361	SF	\$1.40	\$7,505.40
9 ADA Ramps	1	EA	\$1,200.00	\$1,200.00
10 4" Thick Concrete Trail w/ 4" Gravel (8' Wide)	781	LF	\$23.50	\$18,353.50
11 30" Concrete Curb and Gutter w/ 4" Gravel Base	793	LF	\$13.00	\$10,309.00

Item 6 above is based upon grubbing 12-inches of topsoil in the roadways and providing pit run fill material to the bottom of the pit run planned for the road cross section.

**SUBTOTAL GENERAL SITE GRADING**

**\$66,127.50**

**Sewer Line**

1 8" PVC Sewer Line	309	LF	\$21.00	\$6,489.00
2 4' Sewer Manhole	2	EA	\$2,000.00	\$4,000.00
3 Pit Run to Fill Sewer Service Trench	80	CY	\$13.00	\$1,039.96
4 Raise Existing Buried Manhole to Grade	2	EA	\$1,200.00	\$2,400.00

**SUBTOTAL WATER LINE**

**\$13,928.96**

**Water Line**

1 Connect to Existing 8" Water Line	1	EA	\$1,200.00	\$1,200.00
2 8" AWWA C900 DR14 Water Line (Includes all tees, valves, etc)	1,008	LF	\$22.00	\$22,176.00
3 Fire Hydrant and Assembly (includes 6" valve and tee)	1	EA	\$3,400.00	\$3,400.00
4 6" AWWA C900 DR14 Water Line to Fire Hydrants	6	LF	\$17.00	\$102.00
5 8" RSGV	3	EA	\$1,100.00	\$3,300.00
6 Pit Run to Fill Water Main Trench	261	CY	\$13.00	\$3,392.48
7 Pit Run to Fill Fire Hydrant Laterals	2	CY	\$13.00	\$26.00

**SUBTOTAL WATER LINE**

**\$33,596.48**

**Storm Drain**

1 15" RCP Storm Sewer, Class III	12	LF	\$25.00	\$300.00
2 Storm Sewer Inlet (2x3 with cast combo grate)	1	EA	\$2,200.00	\$2,200.00
3 8'Hx10'W 7.5FT Concrete Culvert Extension	1	LS	\$9,290.00	\$9,290.00

**SUBTOTAL STORM DRAIN**

**\$11,790.00**

**Miscellaneous**

1 Materials Testing (Per Contractor)	1	LS	\$9,500.00	\$9,500.00
2 Pedestrian Railing at Canal	54	LF	\$40.00	\$2,160.00

**SUBTOTAL MISCELLANEOUS**

**\$11,660.00**

**SUBTOTAL**

**\$137,102.94**

**CONTINGENCY (10%)**

**\$13,710.29**

**GRAND TOTAL**

**\$150,813.23**

Created by: M. Taylor

EXHIBIT "C" TREMONT CENTER SUBDIVISION PHASE 1

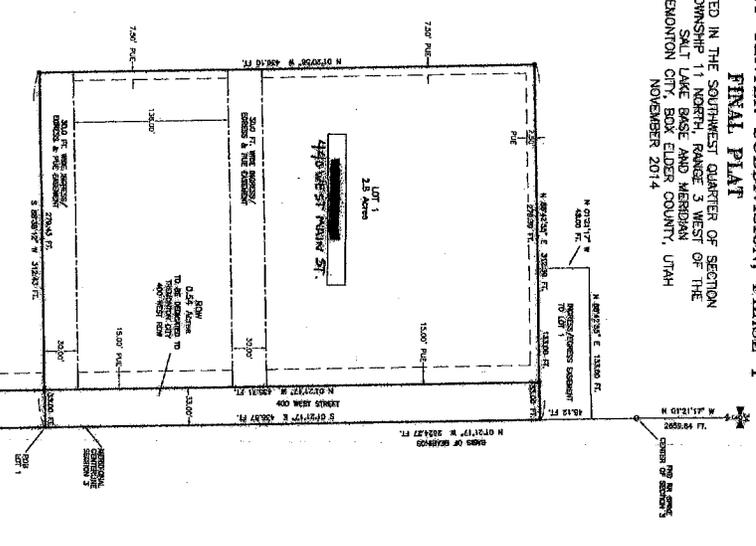


**TREMONT CENTER SUBDIVISION, PHASE 1  
FINAL PLAT**

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 11 NORTH, RANGE 3 WEST OF THE SALT LAKE BASE AND MERIDIAN  
TREMONT CITY, BOX ELDER COUNTY, UTAH  
NOVEMBER 2014

**GENERAL NOTES:**

1. THIS PLAT IS THE FINAL PLAT FOR THE TREMONT CENTER SUBDIVISION, PHASE 1, AS SHOWN ON THE PREVIOUS PLAT.
2. THE TOTAL AREA OF THIS PLAT IS 4.25 ACRES.
3. THE TOTAL AREA OF THE PREVIOUS PLAT WAS 10.00 ACRES.
4. THE TOTAL AREA OF THE PREVIOUS PLAT WAS 10.00 ACRES.
5. THE TOTAL AREA OF THE PREVIOUS PLAT WAS 10.00 ACRES.
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10. THE TOTAL AREA OF THE PREVIOUS PLAT WAS 10.00 ACRES.



**SUBDIVISION'S DESCRIPTION:**

1. THE TOTAL AREA OF THIS PLAT IS 4.25 ACRES.

2. THE TOTAL AREA OF THE PREVIOUS PLAT WAS 10.00 ACRES.

3. THE TOTAL AREA OF THE PREVIOUS PLAT WAS 10.00 ACRES.

4. THE TOTAL AREA OF THE PREVIOUS PLAT WAS 10.00 ACRES.

5. THE TOTAL AREA OF THE PREVIOUS PLAT WAS 10.00 ACRES.

6. THE TOTAL AREA OF THE PREVIOUS PLAT WAS 10.00 ACRES.

7. THE TOTAL AREA OF THE PREVIOUS PLAT WAS 10.00 ACRES.

8. THE TOTAL AREA OF THE PREVIOUS PLAT WAS 10.00 ACRES.

9. THE TOTAL AREA OF THE PREVIOUS PLAT WAS 10.00 ACRES.

10. THE TOTAL AREA OF THE PREVIOUS PLAT WAS 10.00 ACRES.

**ENGINEER'S CERTIFICATE:**

I, **DAVID J. BART**, a duly licensed Professional Engineer in the State of Utah, do hereby certify that the above described plat is a true and correct copy of the original as shown to me by the owner and that the same conforms to the requirements of the Utah Subdivision Map Act.

**DAVID J. BART**  
Professional Engineer  
No. 12345

**APPROVAL AS TO FORM:**

Approved as to form this 5th day of December, 2014.

**DAVID J. BART**  
Professional Engineer  
No. 12345

**LAND USE AUTHORITY BOARD APPROVAL AND ACCEPTANCE:**

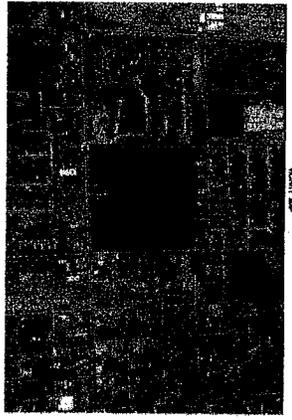
Approved by the Land Use Authority Board on this 5th day of December, 2014.

**DAVID J. BART**  
Professional Engineer  
No. 12345

**CITY COUNCIL APPROVAL AND ACCEPTANCE:**

Approved by the City Council on this 5th day of December, 2014.

**DAVID J. BART**  
Professional Engineer  
No. 12345



**OWNER'S DECLARATION:**

I, the undersigned owner of all the real property depicted on this plat, do hereby declare that the above described plat is a true and correct copy of the original as shown to me by the owner and that the same conforms to the requirements of the Utah Subdivision Map Act.

**DAVID J. BART**  
Professional Engineer  
No. 12345

**ACKNOWLEDGMENT:**

I, the undersigned owner of all the real property depicted on this plat, do hereby declare that the above described plat is a true and correct copy of the original as shown to me by the owner and that the same conforms to the requirements of the Utah Subdivision Map Act.

**DAVID J. BART**  
Professional Engineer  
No. 12345

**STATE OF UTAH:**

County of Box Elder

**DAVID J. BART**  
Professional Engineer  
No. 12345

**LAND SURVEYORS**

**A.A. HUDSON AND ASSOCIATES**

132 SOUTH 5000 WEST  
MOUNTAIN VIEW, UTAH 84033  
(201) 982-1155

**TREMONT CENTER SUBDIVISION**

SECTION 3, T. 11 NORTH S. 3 WEST S.L. RANGE 3 WEST  
TREMONT CITY, BOX ELDER COUNTY, UTAH

PREPARED BY: **DAVID J. BART**  
DATE: **NOV 2014**

**PROPERTY OWNER/SUBDIVIDER:**

**DAVID J. BART**  
132 SOUTH 5000 WEST  
MOUNTAIN VIEW, UTAH 84033  
(201) 982-1155

**TREMONTON CITY  
CITY COUNCIL MEETING  
20 JANUARY 2015**

<b>TITLE:</b>	Discussion and consideration of adopting Resolution No.15-04 approving the Tremont Center Subdivision, Phase 1 Development Agreement  Discussion and consideration of adopting Resolution No. 15-05 approving a Tremont Center Master Development Agreement
<b>FISCAL IMPACT:</b>	<u>Please note that the Tremont Center Subdivision, Phase 1 Development Agreement requires the City's participation in upsizing the construction of a sidewalk along 400 West to a trail width sidewalk. The City's participation will be \$9,176.75 and will be paid for from the Park Impact Fee Fund which will be the subject of a future budget amendment--</u>
<b>PRESENTER:</b>	Steve Bench, Shawn Warnke

**Prepared By:**

Steve Bench  
Zoning Administrator

&

Shawn Warnke  
City Manager

**RECOMMENDATION:**

I move the City Council approves Resolution No.15-04 approving the Tremont Center Subdivision, Phase 1 Development Agreement.

I move the City Council approves Resolution No. 15-05 approving a Tremont Center Master Development Agreement.

**BACKGROUND:**

Staff and Developer have been working months to put together a development Master Plan, Design Guidelines, and Zoning for a parcel of property along Main Street and 400 West.

**Tremont Center Subdivision, Phase 1 Development Agreement.** The Tremont Center Phase 1 consists of a National Retailer building a retail department store with public improvements along 400 West at approximately. 150 North to Main Street. The Tremont Center Subdivision Development Agreement is specific to the development of the first phase of the Tremont Center Master Site Plan. Of particular importance with the approval of this Subdivision Development Agreement is the financial guarantee for the subdivision improvements.

Please note that the Tremont Center Subdivision, Phase 1 Development Agreement requires the City's participation in upsizing the construction of a sidewalk along 400 West to a trail width sidewalk. The City's participation will be \$9,176.75 and will be paid for from the Park Impact Fee Fund which will be the subject of a future budget amendment--

**Development Agreement for the Tremont Center Master Site Plan.** The

Master Developer, Micah Capener has elected to subdivide and develop the site in phases. For this reason the City's Land Use Code requires the submittal of a Master Site Plan and Master Development Agreement. Specifically, Section 1.26.015 of the City Land Use Code requires the following (*emphasis added*):

*When sites are proposed to be developed in phases, a Master Site Plan approval is required prior to approving the individual Site Plans within the project and the submission of an application for a Building Permit.*

Further, Section 1.26.035 of the City's Land Use Code requires the following:

*After the LUAB review and approval of a Site Plan or Master Site Plan, a Development Agreement based on conditions and special provisions in the LUAB action for that project shall be prepared and it shall be submitted to the City Council for approval. The Development Agreement similar to a Development Agreement for subdivisions may include such items as the architectural drawings, Site Plan, phasing plans, water rights, and bonding requirements, if any.*

In addition to the proposed elements of a Master Development Agreement there include provisions to formalize and memorialize the following:

- The Tremont Center Master Site Plan
- The Tremont Center Design Guidelines and Design Standards
- Financial Responsibilities of the Master Developer

The attached version of the Master Development Agreement is a just a draft that is currently being reviewed by the Master Developer. The City Council can anticipate that there may be changes that occur before the City Council meeting on January 20, 2015. If there are changes, City staff will report these changes to the City Council.

**Attachments: Copy of draft Resolutions and agreements**

**RESOLUTION NO. 15-05**

**A RESOLUTION OF TREMONTON CITY CORPORATION APPROVING THE  
TREMONT CENTER MASTER DEVELOPMENT AGREEMENT**

**WHEREAS**, the Master Developer desires to develop the Property and the Master Developer has submitted to the City plans, reports and other documents required for the approval of a Master Site Plan according to the City's outlined policies, procedures, and code; and

**WHEREAS**, in order to develop the property consistent with the Master Developer and City's desires the City Council adopted the Tremont Center Mixed Use Overlay Zone on December 2, 2014; and

**WHEREAS**, the Property was also rezoned to Tremont Center Mixed Use Overlay Zone on December 2, 2014; and

**WHEREAS**, the City has approved the Master Site Plan, which was submitted by the Master Developer subject to certain requirements and conditions, which involve meeting the requirements of the City's Land Use Code, the City's Zoning Ordinance; and

**WHEREAS**, Section 1.26.035 of the City's Land Use Code requires after the City's review and approval of a Site Plan or Master Site Plan, a Development Agreement based on conditions and special provisions in the City's action for that project shall be prepared and it shall be submitted to the City Council for approval; and

**WHEREAS**, Section 1.26.035 of the City's Land Use Code also states that the Development Agreement similar to a Development Agreement for subdivisions may include such items as the architectural drawings, Site Plan, phasing plans, water rights, and bonding requirements, if any.

**NOW THEREFORE BE IT RESOLVED** by the Tremonton City Council that Resolution No. 15-05 is hereby adopted approving the Tremont Center Master Development Agreement as attached in Exhibit "A" attached.

Adopted and passed by the governing body of Tremonton City Corporation this 20<sup>th</sup> day of January 2015.

TREMONTON CITY  
A Utah Municipal Corporation

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

ATTEST:

\_\_\_\_\_  
Darlene S. Hess, Recorder  
Resolution No. 15-05

January 20, 2015

**EXHIBIT "A"**

## TREMONT CENTER MASTER DEVELOPMENT AGREEMENT

THIS AGREEMENT, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the TREMONTON CITY, a body corporate and politic of the State of Utah, (hereinafter the "City") and Tremont Center LLC, (hereinafter "Master Developer"), also individual referred to as "Party" and collectively referred to as "Parties":

### RECITIALS

WHEREAS, Master 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:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 11 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN, BOX ELDER COUNTY UTAH. AND FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 3, FROM WHICH THE SOUTHWEST CORNER OF SECTION 3 BEARS SOUTH 87° 35' 40" WEST 2625.01 FEET; THENCE NORTH 01° 21' 17" WEST 49.51 FEET ALONG THE MERIDIONAL CENTERLINE LINE OF SAID SECTION 3 TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 87° 35' 40" WEST 1270.88 FEET TO A POINT AT THE EXTENSION OF A FENCE LINE; THENCE NORTH 01° 29' 43" WEST 1281.66 FEET ALONG SAID EXTENSION AND FENCE LINE TO A POINT ON THE SOUTH LINE OF LONE BROOK PLANNED UNIT DEVELOPMENT, PHASE 1 AS RECORDED UNDER ENTRY NUMBER 147445 IN THE OFFICIAL RECORDS OF BOX ELDER COUNTY; THENCE NORTH 87° 52' 53" EAST 1002.82 FEET ALONG SAID SOUTH LINE OF SAID PHASE 1 AND THE SOUTH LINE OF LONE BROOK PLANNED UNIT DEVELOPMENT, PHASE 2, AMENDED PLAT AS RECORDED UNDER ENTRY NUMBER 192614 IN THE OFFICIAL RECORDS OF BOX ELDER COUNTY TO A POINT ON THE WEST LINE OF SUNSET ESTATES TOWNHOMES AS RECORDED UNDER ENTRY NUMBER 161626 IN THE OFFICIAL RECORDS OF BOX ELDER COUNTY; THENCE SOUTH 01° 07' 41" WEST 2.85 FEET TO THE SOUTHWEST CORNER OF SAID SUNSET ESTATES TOWNHOMES; THENCE NORTH 87° 42' 06" EAST 271.24 FEET ALONG THE SOUTH LINE OF SAID SUNSET ESTATES AND ITS EXTENSION TO A POINT ON SAID MERIDIONAL CENTERLINE OF SECTION 3; THENCE SOUTH 01° 21' 17" EAST 1273.34 FEET ALONG SAID CENTERLINE TO THE TRUE POINT OF BEGINNING. CONTAINING 37.3 ACRES OF LAND. SUBJECT TO THE PUBLIC RIGHT OF WAY ON 400 WEST STREET.

ALSO SUBJECT TO AN EASEMENT FOR CENTRAL CANAL LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 11 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN, BOX ELDER COUNTY, UTAH. AND FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 3, FROM WHICH THE SOUTHWEST CORNER OF SECTION 3 BEARS SOUTH 87° 35' 40" WEST 2625.01 FEET; THENCE NORTH 01° 21' 17" WEST 49.51 FEET ALONG THE MERIDIONAL CENTERLINE LINE OF SAID SECTION 3 TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 87° 35' 40" WEST 1270.88 FEET TO A POINT AT THE EXTENSION OF A FENCE LINE; THENCE NORTH 01° 29' 43" WEST 57.01 FEET; THENCE NORTH 87° 55' 12" EAST 1270.91 FEET TO A POINT ON SAID MERIDIONAL CENTERLINE; THENCE SOUTH 01° 21' 17" EAST 49.79 FEET TO THE TRUE POINT OF BEGINNING. CONTAINING 1.6 ACRES OF LAND.

WHEREAS, Master Developer desires to develop the Property and Master Developer has submitted to the City plans, reports and other documents required for the approval of a Master Site Plan according to the City's outlined policies, procedures, and code; and

WHEREAS, in order to develop the property consistent with the Master Developer's and City's desires the City Council adopted the Tremont Center Mixed Use Overlay Zone on December 2, 2014; and

WHEREAS, the Property was also rezoned to Tremont Center Mixed Use Overlay Zone on December 2, 2014; and

WHEREAS, the City has approved the Master Site Plan, which was submitted by the Master Developer subject to certain requirements and conditions, which involve meeting the requirements of the City's Land Use Code, the City's Zoning Ordinance; and

WHEREAS, as required by the Land Use Code for Master Site Plans a Development Agreement is required to address such issues phasing, timing of improvements, and other requirements.

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 I. General Conditions**

**A. Development Activities.** The terms of this Agreement shall govern all development activities of the Master 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 Master Developer with the intent to construct improvements thereon, none of which shall occur until execution of the Agreement and City approval of the Master Site Plan.

**B. Building Permit Issuance.** No building permit for the construction of any structure within the development shall be issued by the City until the architectural review of structures, subdivision and site plan applications have been approved as noted in Section II A of this Agreement.

Further, once subdivided and site plan approvals have been granted 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.

**C. 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.

**D. Financial Responsibilities of Master Developer.** Except to the degree that the Master Developer can require sub-developers of individual phases to be financially responsible, the Master 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.

Further, the Master Developer shall be financially responsible in all cases to complete the improvements contained in Section II .

**E. Master Developer Compliance with EPA and other Regulations.** The Master Developer specifically represents that to the best of its knowledge all property in the Tremont Center Master Site Plan and 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 Master 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 Master 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 Master 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 Master 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 Master 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.

**F. City Ownership Rights.** The Master 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 Master 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 Master Developer as an easement recipient.

**G. Master Developer Vesting.** Master Developer, by and through execution of this agreement, receives a vested right to develop the number of lots shown and configured on the Master Site Plan, without interference from the City, so long as development is completed in accordance with the plans specifically shown on the Master Site Plan contained in Exhibit "A" and pursuant to the statutory requirements codified by Utah State and Tremonton City Codes.

**H. Amendments to Master Site Plan.** As Tremont Center is developed it is anticipated that there will be adjustments to the Tremont Center Master Site Plan, contained in Exhibit "A" such as minor adjustments to the building footprints, parking stalls, etc. Major adjustments such as increases in the square footage for commercial, residential units, reconfiguration of the parking areas and street network shall be reviewed and considered for approval through the Master Site Plan amendment. The criteria used to consider approving major adjustments shall be in accordance with the applicable zoning districts and other requirements of the Tremonton City Land Use Code. The determination as to if an adjustment qualifies as a minor or major adjustment shall be the interpretation of the Tremonton City Zoning Administrator.

**I. Approval of Future Subdivisions and Site Plans.** Prior to the issuance of any building permits, sign permits, or the issuance of any other requested city permit or approval for future subdivisions and/or site plans, notwithstanding any other provision of the Agreement, review of the proposed future subdivision and/or site plan shall require compliance with Federal, State, and City Codes and Regulations, in addition to approval by City Staff, as constituted at the time of the request and expressly not vested in the Codes and Regulations in effect at the time of execution of the Agreement.

**J. Agreement Term.** This Agreement shall have a term of fifteen (15) years from the date of execution. No less than thirty (30) days prior to the term's end, the City may notify Master Developer, in writing, of its intent to terminate the Agreement at the term's end. If no such written notification is provided, the Agreement shall automatically renew for an additional fifteen (15) year term.

## **Section II. Special Conditions**

**A. Individual Subdivision and Site Plans Approval Required.** The Master Developer has elected to subdivide and develop the site in phases, and individual development agreements are required for each subdivision. Site plans shall also be required for submission and approval by the City's Land Use Authority before Building Permit applications can be made. The Land Use Authority shall approve individual subdivisions and site plans that meet the requirements of the of the Land Use Code, then in effect at the time of approval which include, but are not limited to, all of the requirements for public improvements, public and private infrastructure, utilities, parking requirements, access and circulation of pedestrian and vehicle requirements, utilities and metering off utilities, easements, storm drainage and all preliminary

calculations for infrastructure improvements and traffic impact mitigation related to a traffic impact study, if required.

**B. Landscaped Areas.** All land not constructed with parking, building, etc, shall be landscaped in accordance with the following:

1. **Temporary Storm Drain Basins.** The City Engineer and Public Works may make allowances for the waiving the landscaping of storm drain basins when the storm drain basin is temporary. In these cases the City Engineer and Public Works Director shall ensure that there is some form of financial guarantee to ensure that at some date certain as agreed upon that the storm drain basin that was consider temporary be landscaped. The requirements for delaying landscape improvements for the temporary storm drain basin shall be the subject of a separate agreement.

2. **Street Trees.** The planting of street trees and tree grates according to the City's standard contained in Tremonton City Corporation General Public Works Construction Standards and Specifications Standards Drawings then in effect at the time of approval on all public streets and the *Tremont Center Design Guidelines and Standards*, contained in Exhibit "C".

3. **Landscaping of Parking Areas and other Areas of the Development.** All parking areas and other areas of the Development shall be landscaped in accordance with the City's Land Use Code then in effect at the time of approval.

**C. Architectural Guidelines.** All structures and development shall comply with the *Tremont Center Design Guidelines & Standards* contained in Exhibit "C" and any requirement contained in the City's Land Use Code then in effect at the time of approval, including but not limited to Title I, Chapters 16 (1-16.045 Tremont Center Mixed Use Over Zone Required Design Guidelines), 19, and 26. The City Land Use Authority Board and Building Official shall only approve structures for Building Permits that the meet the requirements of the *Tremont Center Design Guidelines & Standards* and any applicable Land Use Code.

**D. Master Signage Plan.** The Master Developer shall provide a master signage plan for the entire development to help guide sign design decisions, prior to the installation of any signage other than a wall sign as defined in the Tremonton City Land Use Code. A well planned signage system shall improve the visual quality of the Tremont Center. These sign guidelines shall apply to all tenants including those with pre-established sign standards.

**F. Financial Responsibility and Timing of Improvements.** The Master Developer shall be financially responsible and the Master Developer agrees to install and pay for the improvements enumerated below. The timing of installing these improvements shall be as contained in this section. Failure to meet the financial responsibilities and timing of improvements shall be handled in accordance with Section III, subsections *D. Consequences of Master Developer non-compliance with Master Site Plan and the Agreement* and *J. Default and Mediation*.

1. Water Line. The Master Developer is required to construction of a water line through the development and loop this waterline to another waterline main. The construction and looping of the waterline includes boring the water line under the canal etc. The Master Developer is required to complete this improvement by: 1) 25% of the development being constructed or 2) upon the necessity of looping of the waterline required to meet fire flow for the project as determined by the City Engineer or Public Works Director; which ever occurs first.

2. Improvements to the Canal. The Master Developer is required to make improvements to the canal which may include burying the canal and thereafter landscaping over the buried canal. If the canal is not buried then the Master Developer shall install some type of physical barrier to restrict or mitigate access to the canal along with providing softscape (landscaping) including grass and street trees and hardscape treatments adjacent to the canal, which includes a 10 foot sidewalk, as shown on Exhibit "A". The Master Developer is required to complete these improvements with the development of each phase that includes property that has frontage that is adjacent to the canal.

3. Bridges and Right-of-Wat ("ROW") Improvements on Main Street. The Master Developer shall provide a Traffic Impact Study to the City when required by the City Engineer or in conjunction with UDOT review and approval of new accesses on Main Street, as shown on Exhibit A, Tremont Center Master Site Plan. Depending upon the findings of the Traffic Impact Study, for which the Master Developer shall be financially responsible for making any and all site infrastructure improvements, which include, but are not limited to, the removal of existing accesses, and adjustments and improvements to Main Street and the Tremont Center Master Plan required by the findings of the Traffic Impact Study and as required by the City Engineer. The Master Developer is required to complete this improvement by: 1) 50% of the development being constructed or 2) or upon determination of the City Engineer, Public Works Director or UDOT; which ever occurs first.

4. Burying the Overhead Power Lines. The Master Developer is required to bury the overhead power. The Master Developer is required to complete this improvement with the development of each phase that includes property that has frontage that is adjacent to the overhead power lines.

5. Common Sign Structure. The Master Developer shall construct a common sign structure as approved in the Master Signage Plan process stated above and in compliance with the City's Land Use Code, then in effect at the time of approval of the sign. The common sign structure shall be completed prior to the installation of any signage within the development other than a wall sign as defined in the Tremont City Land Use Code.

6. Perimeter Fencing. The Master Developer is required to install perimeter fencing as required by the City's Land Use Code, then in effect at the time of approval. The Master Developer is required to complete this improvement with the development of

each phase that includes this requirement as required by the City's Land Use Code, then in effect at the time of approval.

7. 25,000 Square Foot Storm Drain Basin Along Main Street. The Tremont Center Master Site Plan identifies a 25,000 Square Foot Storm Drain Basin along the frontage Main Street which serves the dual purposes of a storm drain basin and green space/plaza for the Tremont Center. The Master Developer shall construct the storm drain basin with landscaping and improvements that includes trees, irrigated turf, pedestrian amenities, and other hardscape and softscape improvements. The Parties acknowledge that the exact location may be shifted or the size may be altered, but in all cases the location of the storm drain basin/green space be located on Main Street and be no less than 21,780 square feet in size. The depth of the storm drain pond shall be the lesser of the following: 1) the maximum depth allowed in the Tremont City Land Use Code; or the maximum depth in which there is no standing water due to the high water table. The storm drain basin and green space/plaza shall be designed such that there is no perpetual standing water in the storm drain basin. The Master Developer is required to complete this improvement by: 1) 50% of the development being constructed or 2) or upon the necessity of detaining storm water as determined by the City Engineer or Public Works Director; which ever occurs first.

### **Section III. Miscellaneous**

A. **Construction Site Safety.** The Master 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 Master Developer shall, at all times, keep the public right-of-way free from accumulation of waste material, rubbish, or building materials caused by the Master Developer's operation, or the activities of sub-developers, 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 Master Developer further agrees to maintain the finished street surfaces so that they are free from dirt caused by the Master Developer's or sub-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 Master Developer or sub-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 Master Developer's expense and the Master Developer shall be responsible for prompt payment of all such costs. The Master 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 Master 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 Master Developer hereby agrees that it will require its sub-developers, 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 Master Developer non-compliance with Master Site Plan and the Agreement.** The Master 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 Master Site Plan, or any documents executed in the future that are required by the City for the approval of an amendment to the Master Site Plan or the Agreement, and the City may withhold approvals for site plans, subdivisions (preliminary plats and final plats), 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 future form or current form as of the date of approval of the Master Site Plan, and the Master 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 Master Site Plan 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 Master Developer's legal or equitable interest in the Property, as well as any assignment of the Master 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 Master Developer transfers title to the Property and is thereby divested of all equitable and legal interest in the Property, the Master 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 Master Developer:

Tremont Center LLC  
40 West 100 North  
Tremonton, Utah 84337

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

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 Master Development Agreement and Exhibits 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. **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 any final plat.

Q. **Recording.** The City and Master Developer/Owner are authorized to record in the Box Elder County Recorder's Office or file any notices or instruments appropriate to assuring the perpetual enforceability of the Agreement, and the Master Developer/Owner agrees to execute any such instruments upon reasonable request.

R. **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.

S. **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.

T. **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.

U. **Amendments.** This Agreement and Exhibits 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.

V. **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.

W. **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.

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DRAFT

THE CITY OF TREMONTON, UTAH

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

ATTEST:

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

APPROVED AS TO CONTENT AND FORM:

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

MASTER DEVELOPER:

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

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

OWNER:

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

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

Master 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

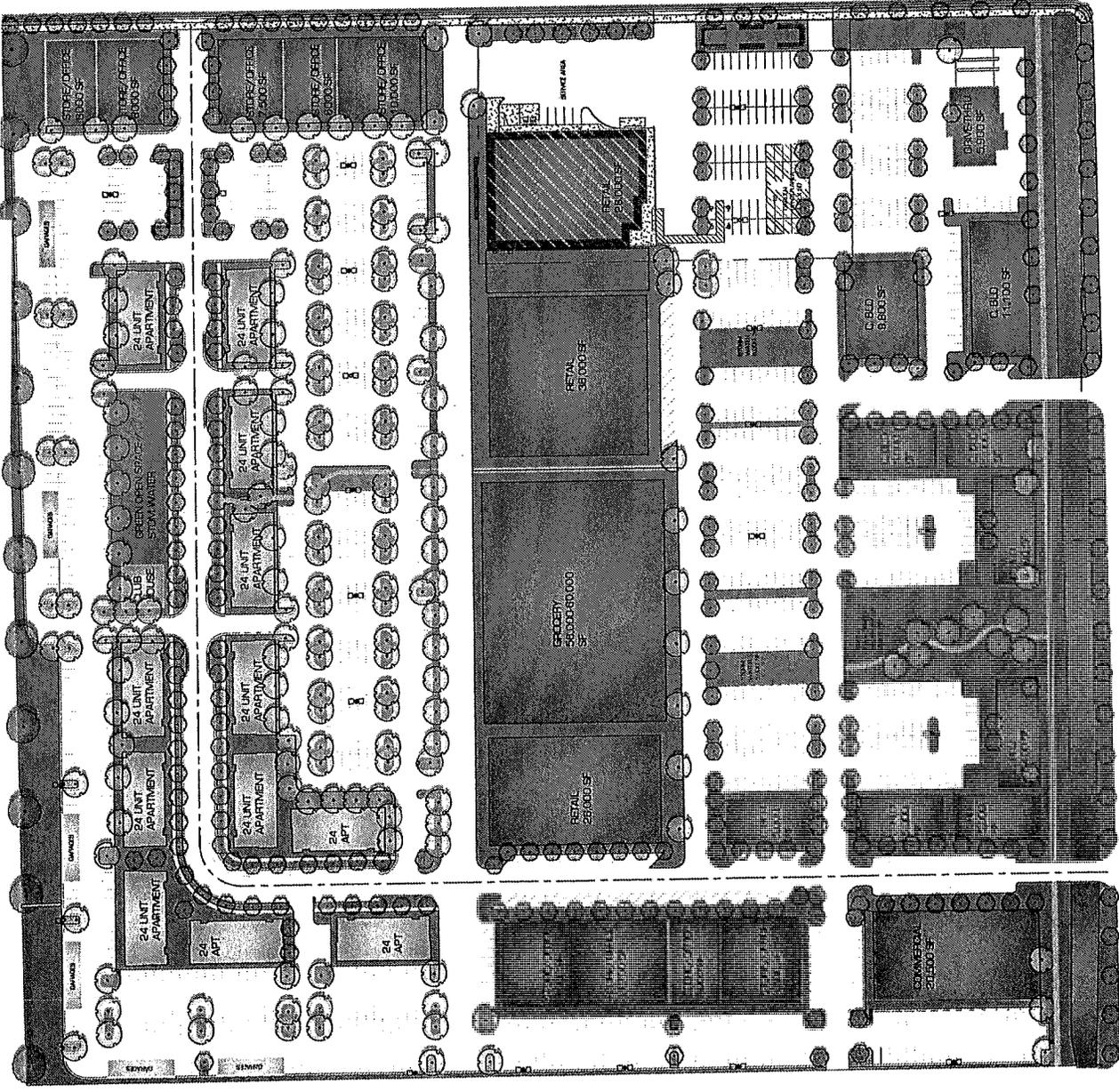
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Exhibit "A"

**TREMONT CENTER**  
 CONCEPT MASTER PLAN  
 11.12.2014  
 SCALE: 1"=60'

**civilsolutionsgroup inc.**  
 540 W GOLF COURSE RD SUITE B1  
 FAYETTEVILLE, UT 84302  
 P: 435.213.3782  
 F: 435.213.3778  
 www.civilsolutionsgroup.net

OPEN SPACE	47,073 SF
DRIVE	35,135 SF
COMMERCIAL BUILDING	305,650 SF
GARAGES/SPACES	9,608 SF
APARTMENT	62,267 SF



TREMONT CENTER  
 MAIN STREET  
 TREMONT, UT

PROJECT #	708A-001
DATE	11/12/2014
DESIGNED BY	J. YOUNG
CHECKED BY	M. TAYLOR
DATE	11/12/2014



**Know what's below.**  
**Call 811 before you dig.**  
 BLUE STAKES OF UTAH  
 1-800-422-4111  
 www.bluestakes.org

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MASTER PLAN

L-101



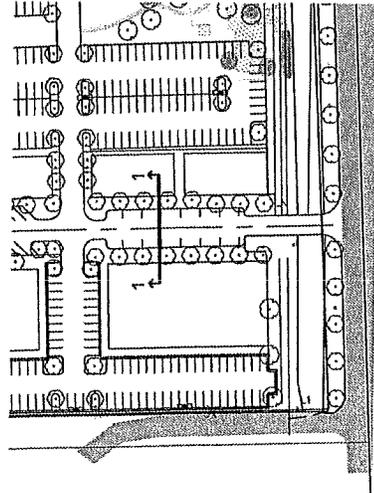
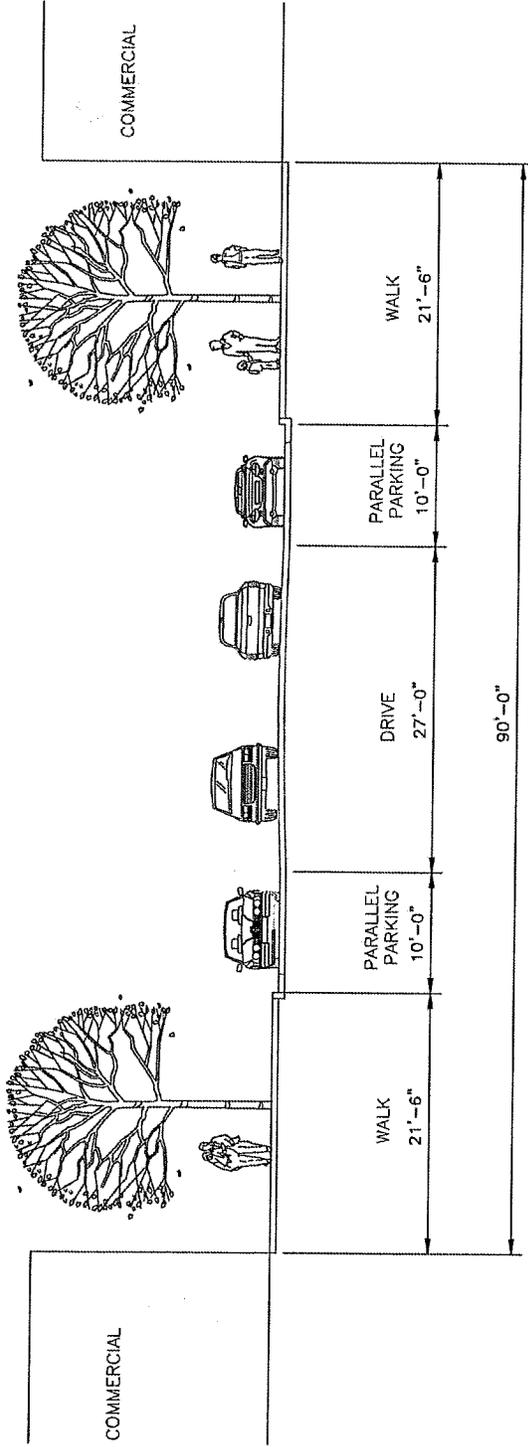


Exhibit "B"

TREMONT CENTER MASTER PLAN CROSS SECTION 1  
 10.31.2014  
 SCALE: 1"=10'

citysolutionsgroup inc.  
 540 W GOLF COURSE RD SUITE B1  
 PROVIDENCE UT 84302  
 P: 435.213.2788  
 F: 435.213.2788  
 www.citysolutionsgroup.net

TREMONT CENTER  
 MAIN STREET  
 TREMONT, UT



Know what's below.  
**Call 811** before you dig.  
 811  
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PROJECT #	7281421
DATE	10/31/14
DESIGNED BY	A. YOUNG
CHECKED BY	A. YOUNG
DATE	10/31/14

CROSS SECTION  
 L-102

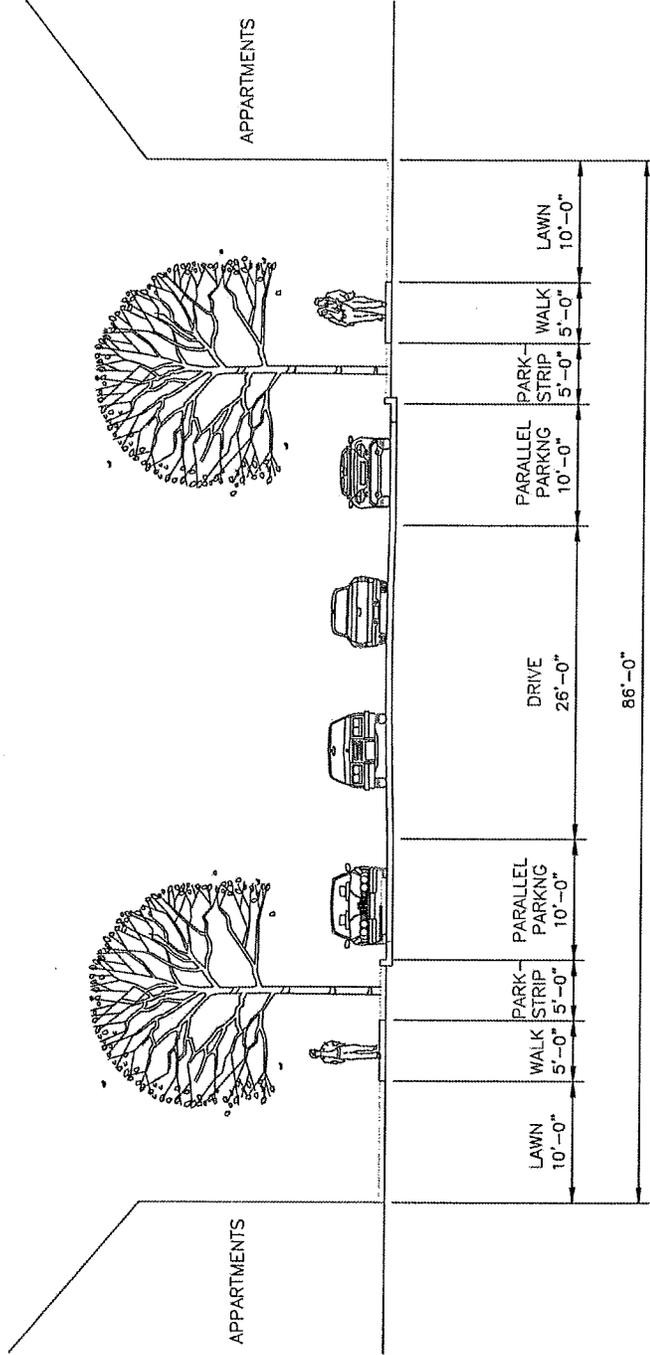


# TREMONT CENTER MASTER PLAN CROSS SECTION 3

10.31.2014

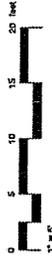
SCALE: 1"=10'

civilsolutionsgroup inc  
 340 W GOLF COURSE RD SUITE B1  
 FARMINGTON, UT 84302  
 P: 435.213.9378  
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 www.civilsolutionsgroup.net



TREMONT CENTER  
 MAIN STREET  
 FARMINGTON, UT

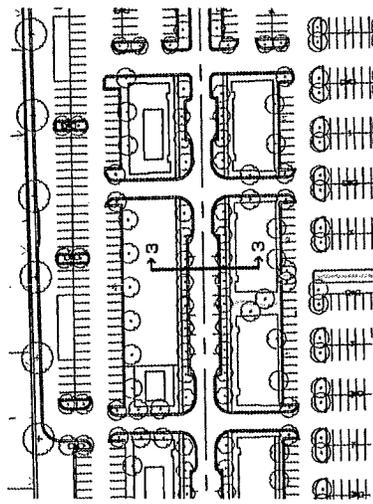
DATE	10/31/14
BY	SK
PROJECT	TREMONT CENTER
DRAWN BY	SK
CHECKED BY	SK
DATE	10/31/14



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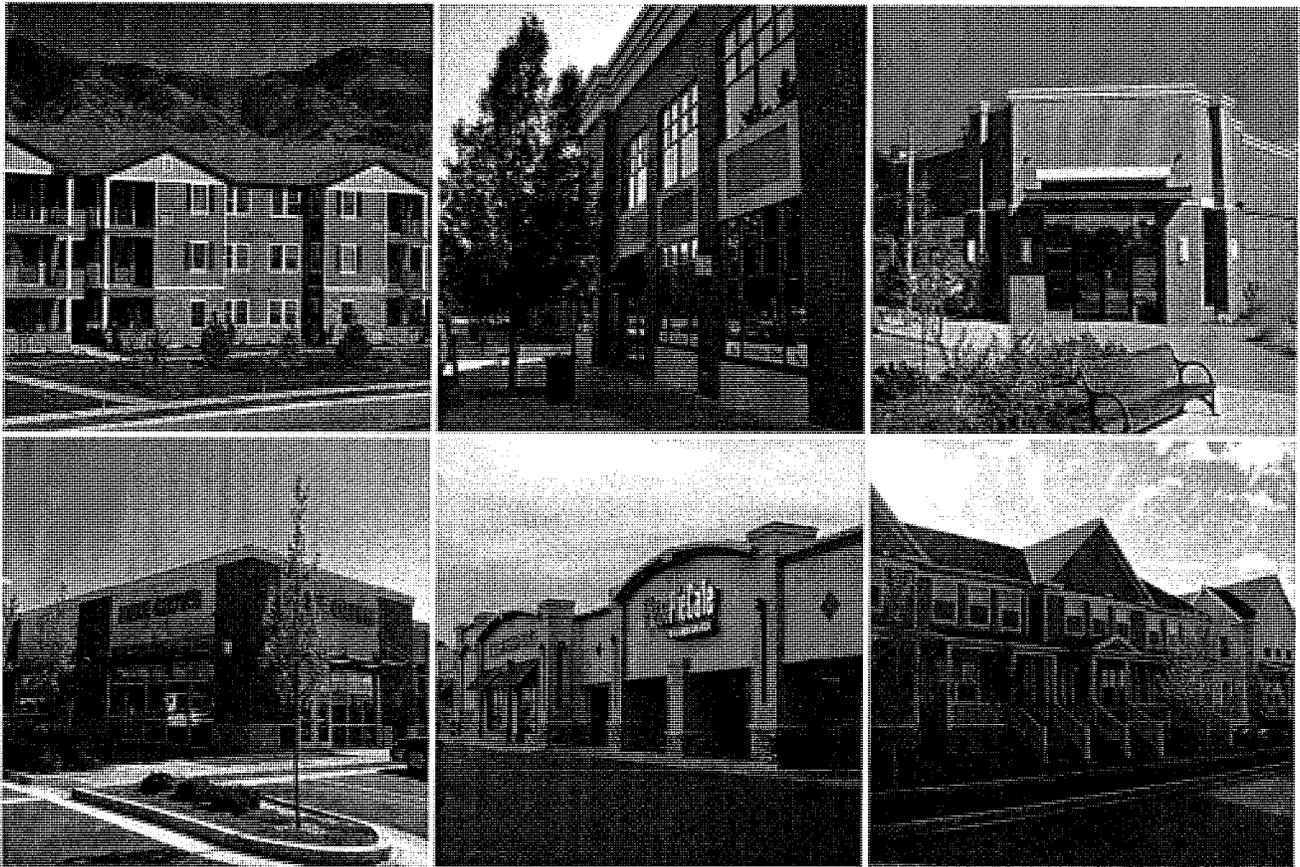
Exhibit "C" - *Tremont Center Design Guidelines & Standards*

DRAFT

# Tremont Center

## Design Guidelines & Standards

January 15th, 2014



Prepared by



civilsolutionsgroup inc.

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# PREFACE

Utah Code 10-9a-102 provides the general land use authority to cities to promote the aesthetics of the municipality and, in addition to enacting ordinances and resolutions, approve rules, regulations by entering into development agreements. As such the Tremont Center Design Guidelines & Standards are approved by Tremonton City as part of the Master Development Agreement for the Tremont Center. These guidelines are to be recorded as a restrictive covenant and be applicable to all development within the Tremont Center. In cases of conflict between guidelines and standards contained herein and the Tremonton City Land Use Code the following regulation, 1.01.020 CONFLICTING STANDARDS of the Tremonton City Land Use Code, shall apply:

This Title shall not nullify laws that are more restrictive or provisions that are more restrictive as set forth in covenants, agreements or deed restrictions governing the subdivided property, but shall prevail over such laws or provisions that are less restrictive. This provision shall not be interpreted to imply that the City will enforce restrictive covenants to which it is not a party.

All projects will still require necessary city approvals. This document may be changed or updated by recommendation of the Design Review Committee (DRC) organized by this document and the Tremonton City Council's approval.

# DESIGN REVIEW PROCESS

## 1. Design Review Committee (DRC) Composition

1. The Design Review Committee (DRC) shall have a minimum of 3 members at a meeting in order to review and approve a design. The DRC members shall include: 1 representative from Tremonton City, 1 Professional Designer (Architect, Landscape Architect and 1 representative from the developer. Tremonton City shall appoint the city representative such as the City Manager, City Planner, Building Official, and etc. to attend the meetings. The developer shall appoint the Professional Designer Representative and the Developer Representative. The Professional Designer shall not be the same designer who actually did the design work.

## 2. Design Review Process

1. The Client Representative is the representative of the sub-developer or builder. The Client Representative shall submit three sets of 11x17 color plans to the DRC minimum one week prior to DRC meeting. Plans shall include: color elevations of buildings prepared and stamped by a Utah licensed architect, building floor plans, site plans prepared and stamped by a design professional, and landscape plans prepared and stamped by a Utah licensed landscape architect.
2. The Developer Representative shall set the schedule for reviewing proposed development and building plans. The Developer shall inform the Professional Designer Representative and City Representative of the schedule. In order for a DRC meeting to occur and vote on project approval the DRC shall have all 3 members present at the meeting.
3. The DRC shall meet and review the plans. **The DRC has two roles: first to make sure the project meets the design guidelines and standards contained herein and second to provide other guidance so that the individual project remains consistent and high quality throughout the entire project.** During the review the DRC shall decide if the submitted plans meet the design guidelines and standards contained herein. Complete project approval from the DRC shall require a unanimous vote. The DRC's approval is separate from city approval. All projects will still require necessary city approvals and processes. The DRC approval shall happen simultaneously as city project approval.

4. If the proposed plans do not meet the design guidelines and standards contained herein then the DRC shall issue a written statement of items that need to be changed to get approval.
5. If the proposed plans meet the design guidelines and standards contained herein intent and requirements of the Design Guidelines then the DRC shall issue a written approval to the Client Representative and the city.

## SITE STANDARDS

### 3. Entrance Guidelines and Standards

1. The main entrances to the Tremont Center shall include the two entrances from Main Street and the two entrances on 400 West Street.
2. Buildings at the corners of Main Entrances shall have unique architecture. These options may include features such as towers, plazas or gateway monument signs as approved by the DRC.



Unique corner architectural design at entrance to site.

### 4. Sidewalks Standards

All sidewalks in the Tremont Center will have a minimum width or configuration as follows:

1. Residential sidewalks shall be 5' wide
2. Front of Commercial Building's sidewalks shall be 10' wide

3. All building entrances shall be interconnected by a network of sidewalks.
4. Internal walkways shall be provided to interconnect parking lots with building entrances and shall be 5' in width.

## 5. Signage Guidelines and Standards

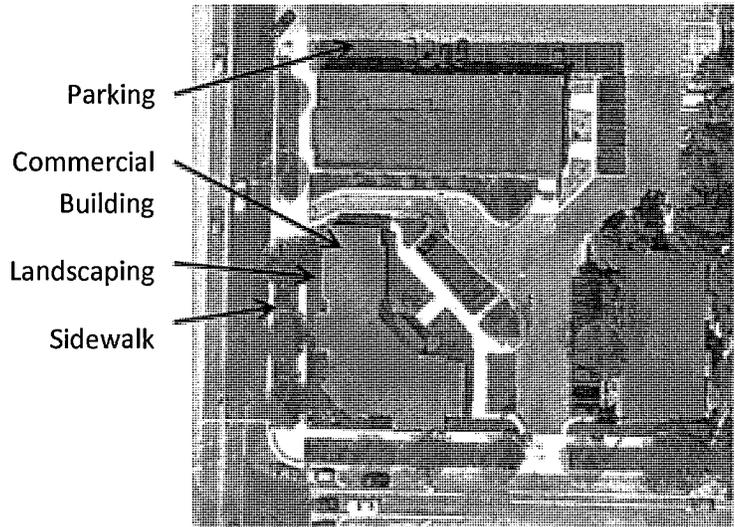
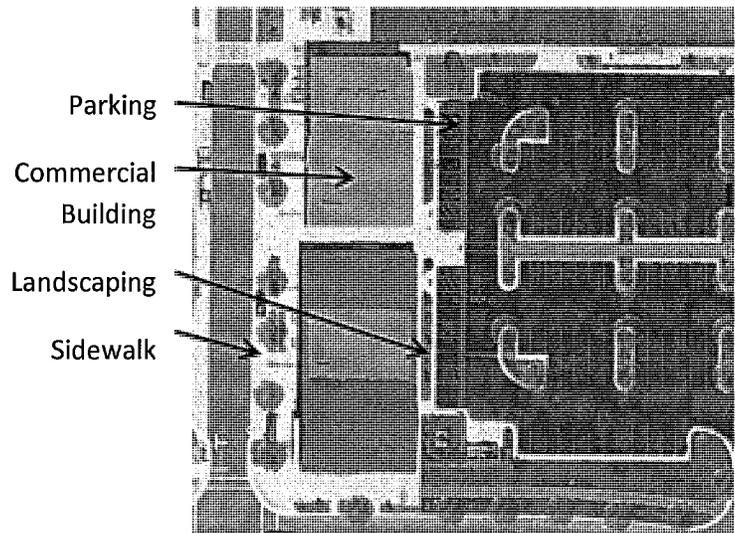
1. The Developer shall provide a master signage plan for the entire development to help guide sign design decisions, prior to the installation of any signage other than a wall sign. A well planned signage system shall improve the visual quality of the Tremont Center. These sign guidelines shall apply to all tenants including those with pre-established sign standards.
2. Signs visible from roadways and adjoining neighborhoods and walkways shall be finished on all sides.
3. Signs shall be finished with materials and colors that match the palette of the predominant materials and colors of the architecture at the Tremont Center, as determined by the DRC.
4. Signs for nearby businesses shall be grouped into one monument-style sign. The same monument design shall be repeated as necessary throughout the project to have a common sign design pattern as approved in the master



Sign Example

## 6. Parking Layout Guidelines and Standards

1. Parking areas shall be landscaped and lit in accordance with the City's Land Use Code, Title 1 Chapter 17 and 18.
2. For buildings smaller than 20,000 square feet, parking shall be to the sides and rears of buildings. Corner lots shall screen parking through building placement, berming, and adequate landscape treatments as shown in these images. The screening of parking standard is especially important for buildings that have frontage on Main Street.
3. Plan parking lots for snow storage.
4. Parking lots shall be linked and shall have cross access easements to provide for internal traffic circulation throughout the entire development.



**Main Street & Corner building parking layout example**

## 7. Storm Water Basins Standard

1. Storm water basins shall be landscaped to be attractive and shall meet the requirements of the City's Land Use Code, Title III Chapter 20.



Examples of Storm water Basins

# ARCHITECTURE

1. Architectural building standards shall unify the various buildings within Tremont Center. These details greatly enhance the sense of place and create a more vibrant atmosphere. Both franchises and local stores shall be required to meet these standards.

## 1. General Building Guidelines and Standards

1. These Standards apply to all buildings.
2. Sides of buildings facing the street(s) shall not be blank walls. All visible sides shall include architectural features to break up long stretches of the same surface or material.
3. Utilize parapet walls, gabled roofs, dormers, and other architectural features to add variety and style.
4. The heights of the buildings along the frontage of Main Street shall be in accordance with the requirements contained in the City's Land Use Ordinance, Title I – Chapter 16.
5. Entrances to buildings shall be inviting and provide protection from sun and weather to pedestrians by either recessing the entry or through the use of arcades, roofs, porches, patios, or awnings.
6. Building materials and colors shall be consistent throughout the development and be similar to the following, as determined by the DRC:

Tan, multi-color fabricated stone

Tan stucco, 2 shades

Black framing

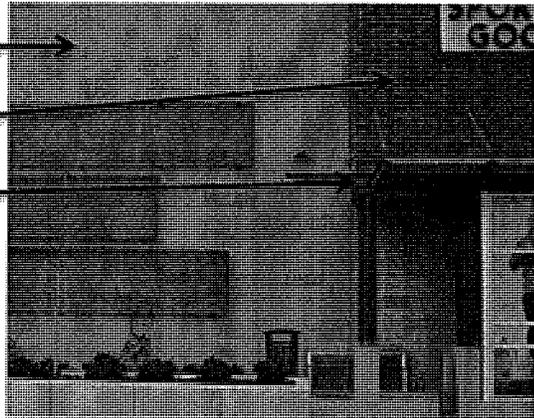
Gray concrete



Solid gray color brick

Dark red color brick

Metal awnings



## 2. Canopies and Awnings Guidelines and Standards

1. Fabric Canopies are acceptable. Building supported canopies are allowed. Canopies supported by poles are allowed within encroachment zones or sidewalks.
2. Rigid Canopies are allowed, provided the wall to which the canopy is attached extends a minimum of 5 feet above the top edge of construction and materials to match and complement the building to which they are attached.
3. Awnings over doors and windows are encouraged, provided they are an integral part of the architecture of the building and reflect the design and character of the structure. **Metal awnings are preferred.**



Awnings provide a more inviting entrance.  
Cornicing on top adds style and character.



Walmart Super Store in Centerville, UT.  
designed to look like multiple smaller  
buildings

### 3. Commercial Building Standards for buildings 20,000 Square Feet or smaller.

1. In order to create unique architecture the building design shall meet 4 of the 7 options below; per building side that faces the street, as determined by the DRC. The final building design shall be approved by the DRC.
  - i. **Option 1: Change in roofline or parapet.** This feature is intended to make noticeable changes in the roofline. The roofline or parapet shall go up or down and alter in a significant way that improves the design of the building.
  - ii. **Option 2: Change in material.** The building sides that face the street shall have a change in material (minimum surface 20%, submitted plans for the DRC shall have a tabulation table that identifies percentage of change in material). Change in materials may include, but not limited to: stucco, concrete siding, stone, metal, manufactured stone, stone, block, wood, architectural concrete, and other approved materials by DRC. Changes in material shall contribute to an improved design.
  - iii. **Option 3: Change in color.** The building sides that face the street shall have a change in color (minimum surface 20%, submitted plans to the DRC shall have a tabulation table that identifies percentage of change in color). Change in color shall improve the quality of the design and provide unique features. Change in color shall be obvious and contribute to an improved design. The colors of the building shall be approved by the DRC and compatible with the project color palette.
  - iv. **Option 4: Awnings.** The building sides that face the street and other sides shall include awnings. Awnings on retail buildings provide needed cover from the weather for customers. Awnings shall be metal

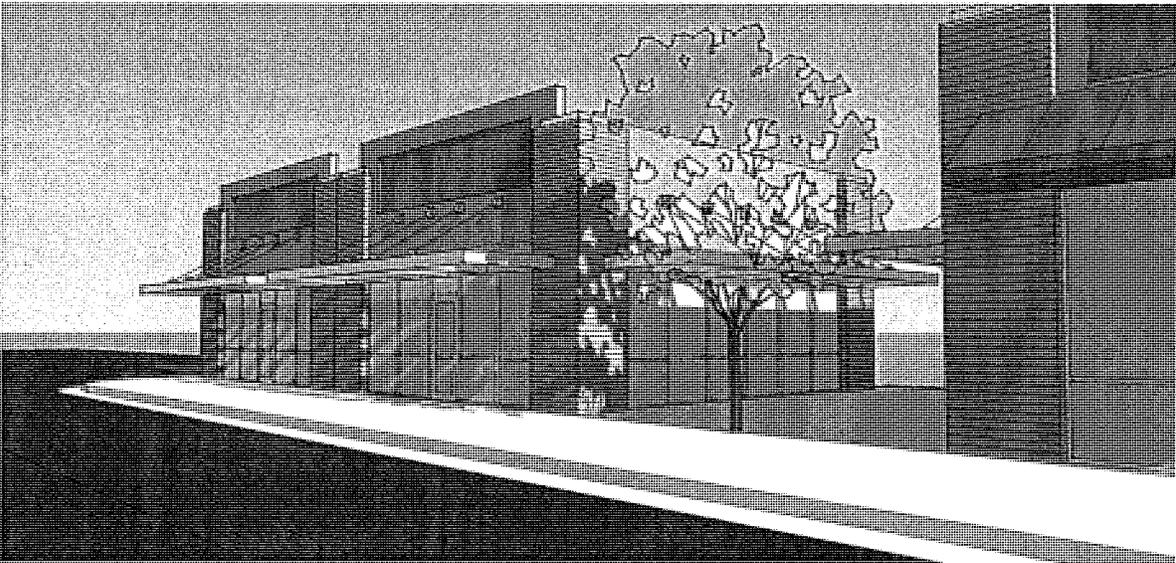
- (preferred), fabric or other materials. The awning design and selection shall be integrated into the overall building design.
- v. **Option 5: Columns.** For the building side that faces the street adding columns is a great way to enhance the architecture. Columns shall be used to draw attention to the entrance and make it a significant focal point. Columns shall also be used to break up large facades. For this option to be applicable the building design shall have multiple columns per side (minimum of 1 column per total 25 feet of building side length).
  - vi. **Option 6: Windows.** Smaller retail commercial buildings shall have a higher percentage of windows. Facades that face the street shall have a minimum of 50% windows for the first level unless the architecture design provides sufficient reason not to be, as determined by the DRC. Facades that have 50% windows may count as two options if requested and approved by the DRC. Submitted plans for the DRC shall have a tabulation table that identifies percentage of windows.
  - vii. **Option 7: Variation of Plane.** This option includes doing bump outs or altering the building massing in a way to change a flat plane or wall. The specific variation of plane shall be determined by the DRC.



Architect's Concept of Smaller Commercial Building



Commercial Buildings with transparent street fronts and metal awnings



Artist's concept for smaller commercial buildings

#### 4. Larger Commercial Building Standards (buildings greater than 20,001 square feet)

1. In order to create unique architecture the building design shall meet 4 of 7 options below; per building side that faces the street, as determined by the DRC. The final building design shall be approved by the DRC. The entrance doors and surrounding area shall be predominantly glass for larger buildings.
  - i. **Option 1: Change in roofline or parapet.** This feature is intended to make noticeable changes in the roofline. The roofline or parapet shall go up or down and alter in a significant way that improves the design of the building which shall occur at a minimum of every 50 feet. Vertical height change shall be noticeable from the views from the sidewalk and street.

- ii. **Option 2: Change in material.** The building sides that face the street shall have a change in material (minimum surface 20%, submitted plans for the DRC shall have a tabulation table that identifies percentage of change in material). Change in materials may include, but not limited to: stucco, concrete siding, stone, manufactured stone, metal, stone, block, wood, architectural concrete, and other approved materials by DRC. Change in material shall be obvious and contribute to an improved design.
- iii. **Option 3: Change in color.** The building sides that face the street shall have a change in color (minimum surface 20%, submitted plans for the DRC shall have a tabulation table that identifies percentage of change in color). Change in color shall improve the quality of the design and provide unique features. Change in material shall be obvious and contribute to an improved overall building design. The colors of the building shall be approved by the DRC and compatible with the project color palette.
- iv. **Option 4: Awnings.** The building sides that face the street and other sides shall include awnings. Awnings on retail buildings provide needed cover from the weather for customers. Awnings shall be metal (preferred for this project), fabric or other materials. The awning design and selection shall be integrated into the overall building design.
- v. **Option 5: Columns.** For the building sides that face the street adding columns is a great way to enhance the architecture. Columns may be used to draw attention to the entrance and make it a significant focal point. Columns may also be used to break up large facades. For this option to be applicable the building design must have multiple columns per side (minimum of 1 column per total 25 feet of building side length).
- vi. **Option 6: Windows.** Adding windows on large facades that face the street can be a great way to enhance the design. This option for large buildings would include adding glass or windows of minimum 20% per building side. Submitted plans for the DRC shall have a tabulation table that identifies percentage of windows.
- vii. **Option 7: Variation of Plane.** This option includes doing bump outs or altering the building massing in a way to change a flat plane or wall. The specific variation of plane shall be determined by the DRC.

## 5. Scaling Guideline and Standard.

The designer shall incorporate the use of other scaling features including horizontal banding, columns, sills, lintels, and other features to emphasize window openings,

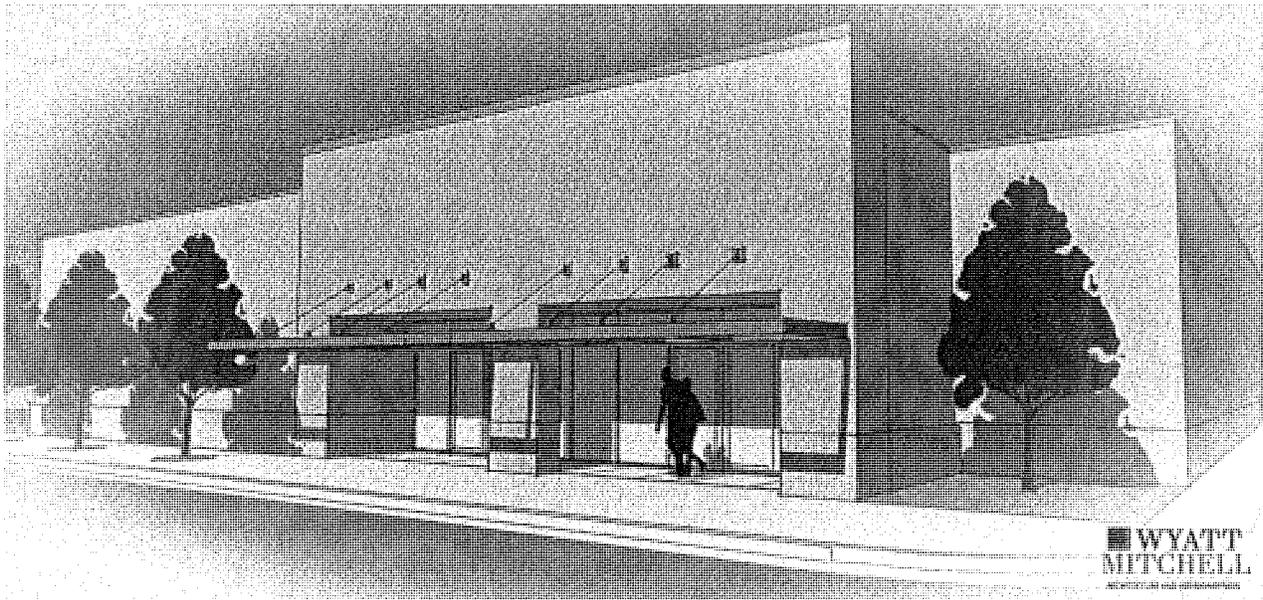
changes in color, material, or texture. Scaling is used in design to relate the building to the size of humans.

#### **6. Flat Roof Guideline and Standard.**

7. Flat roofs are acceptable on commercial and larger buildings when done in conjunction with gabled roofs, dormer or articulated parapet walls. If a long roof paralleling the street is unavoidable, large gables or similar treatments, as determined by the DRC facing the street shall be required.



Large Commercial Example of Awning, Roof line, Material and Color



Architect's Concept Design for Larger Commercial (mid box)

## 8. Separate Entrance Guidelines and Standard.

Smaller retail stores that are part of a larger principal building shall have display windows and separate outside entrances

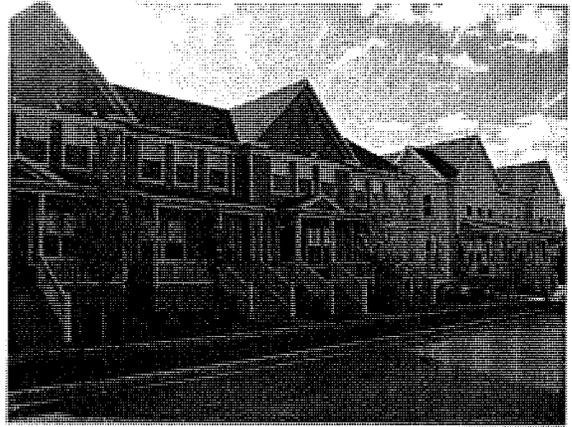
## 9. Residential Building Guidelines and Standards

1. For residential buildings **no building next to each other and across the street may have the same front façade design.** The façade design of residential buildings shall vary in 4 of the following 6 options (different than below): (1) building color(s), (2) material selection and layout of materials, (3) building roof line design, (4) window style and or locations, (5) building exterior trim and (6) architecture style. The goal is to not have an “apartment complex look” but to create a series of unique buildings that establish a neighborhood feel.
2. **In order to create quality architecture each building design shall meet 3 of 5 options below, per building side that faces the street, as determined by the DRC.** The final building design shall be approved by the DRC.
  - i. **Option 1: Change in roofline or parapet.** This feature is intended to make noticeable changes in the roofline. The roofline or parapet shall go up or down and alter in a significant way that improves the design of the building. Vertical height change shall be noticeable from the edge of property.
  - i. **Option 2: Change in material.** The building sides that face the street shall have a change in material (minimum surface 20%, submitted plans for the DRC shall have a tabulation table that identifies percentage of change in material). Change in materials may include, but not limited to: stucco, concrete siding, stone, manufactured stone, stone, block, wood, architectural concrete, and other approved materials by DRC. The change in material shall occur at an inside corner created by another architectural feature such as a column. Change in material shall be obvious and contribute to an improved design.
  - ii. **Option 3: Change in color.** The building sides that face the street shall have a change in color (minimum surface 20%, submitted plans for the DRC shall have a tabulation table that identifies percentage of change in color). Change in color shall improve the quality of the design and provide unique features. Change in material shall be obvious and contribute to an improved overall building design.
  - iii. **Option 4: Columns.** For the building sides that face the street adding columns is a great way to enhance the architecture. Columns may be used to draw attention to the entrance and make it a significant focal point. Columns shall also be used to break up large facades. For this

option to be applicable the building design shall have multiple columns per side (minimum of 1 column per total 25 feet of building side length).

iv.

- v. **Option 5: Windows.** Windows are an important element and shall be required for residential architecture. Window openings shall have lintels and other features to emphasize window openings. This option shall be achieved by having windows that cover approximately 20% of the façade that faces the street. Submitted plans for the DRC shall have a tabulation table that identifies percentage of windows.



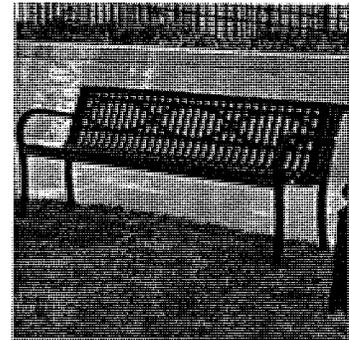
Apartment example (left). Townhome example (right).

# SITE FURNISHINGS

Since Tremont Center shall encompass a variety of areas, each with its own distinct feel, it is important that standard site furnishings be provided to unite the entire project. This shall be accomplished using a coordinated family of streetscape and site amenities such as lighting, pavement materials, benches, trash receptacles, signage, etc.

## 1. Benches, Tables, Chairs, Bike Rack, and Trash Receptacles Standards

1. The sub-developer is responsible for providing site furnishings as required in this document. All site furnishings shall be as specified on the plans.
2. Benches. Sub developers shall provide 1 bench per small building (buildings 20,000 square feet or smaller) and 1 bench per 2 residential buildings. Benches are encouraged in places where people congregate and at pedestrian intersections and nodes. On larger buildings (20,001 square feet or more) benches shall be placed symmetrical 1 on each side of the main entrance.

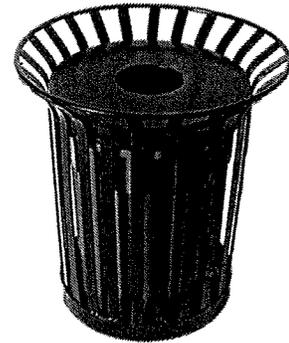


Benches shall be Ultra Site 6' 954-S6 Black Lexington series slat die formed steel. In the event that the manufacturer of the Lexington series discontinues this bench the DRC shall determine a new bench that best matches the Lexington series as a substitute.

3. Table and Seating. The sub developer for restaurants shall provide outdoor dining.
4. **Bike Rack.** Bike racks are required to be provided by the sub-developer at a minimum of 3 bike stalls per 50 vehicle parking stalls. Bike racks should be located near the entrance to the building and visible from the street or drive. Bike rack areas should also be lit areas and etc. Bike racks shall be black 5700 series Traditional Single-Sided, powder coated black. In the event that the manufacturer of the series discontinues this bench the DRC shall determine a new bench that best matches the 5700 series as a substitute.



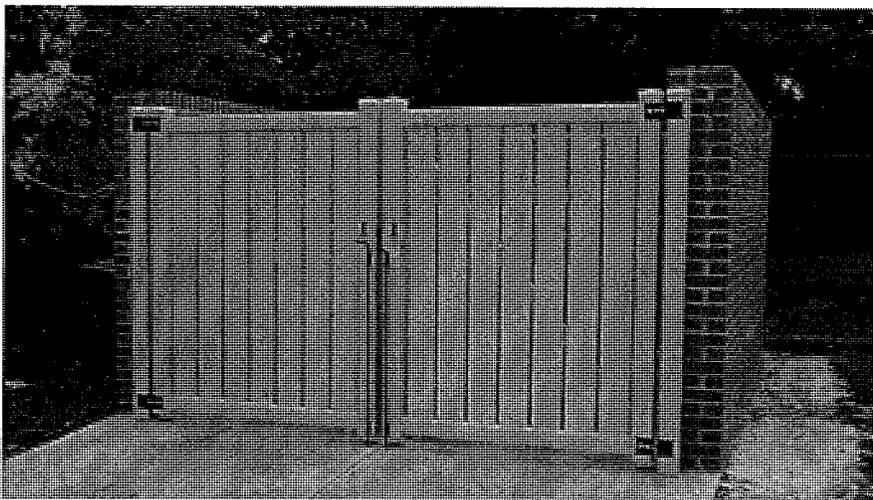
Trash Receptacles. Trash receptacles are required to be provided by the sub-developer at a minimum of 1 per public entrance at commercial buildings. Trash receptacles shall be black LX-36 Lexington series. In the event that the manufacturer of the Lexington series discontinues this bench the DRC shall determine a new bench that best matches the Lexington series as a substitute. .



## 2. Trash Enclosure Standards

- b. In order to enhance the aesthetic appeal of the Tremont Center, all garbage dumpsters shall be enclosed by a masonry wall and gate that meet the architectural standards in color, material, and style. Wall and gate shall be minimum 12" higher than trash receptacle. See Tremont City ordinance

1.19.045.



## 3. Tree Grates Standards

1. Where trees are located along a street with no park strip, a minimum 4' x 4' grate or planter bed shall be provided for each tree.
2. Tree grate shall be Square Tree Grate from D&L Foundry and Supply # 0-8644
3. Planter beds shall be planted with dense ground cover (not turf) or perennials with 4" bark mulch.



# LANDSCAPE

## 1. Tree Types and Sizes Standards

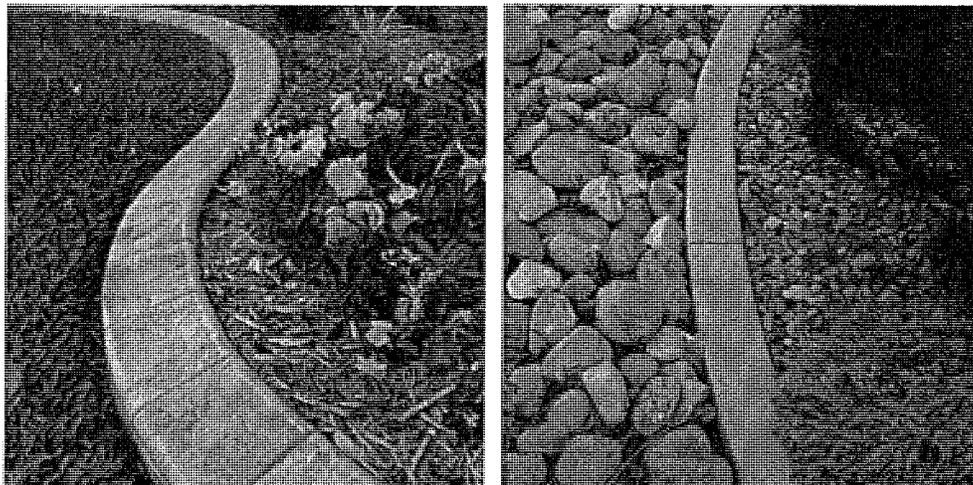
1. Successful landscape plans take careful consideration in planting the right tree in the right place. This site has 3 main categories of trees: Street trees, Parking lot trees, and General Landscape trees.
2. Buildings are required to have street trees in either the public street or private drive in front of the building. The sub-developer shall install trees along frontage of public roads, frontage of buildings, sides, and rear at the following size and rate: trees shall be a minimum of 2" caliper at 48" above ground and shall be placed every 40-50 feet along the streets. Trees shall be selected from the list in this document to create a common tree palette for the Tremont Center. Tree plantings required by this section shall count towards meeting the minimum required trees enumerated in the Tremont City Land Use Code.



Common Name	Botanical Name	Size (H x W)	Use
Emerald Queen Maple	<i>Acer platanoides</i> 'Emerald Queen'	50' x 40'	Landscape; deciduous
Parkway Maple	<i>Acer platanoides</i> 'Parkway'	40' x 25'	Street, Parking; deciduous
Blue Atlas Cedar	<i>Cedrus atlantica</i> <i>glauca</i>	30' x 15'	Landscape; evergreen
Green Ash	<i>Fraxinus</i> <i>pennsylvanica</i> 'Cimmaron'	60' x 30'	Parking, Landscape; deciduous; seedless
Honey Locust	<i>Gleditsia</i> <i>triacanthos</i> 'Shade Master'	45' x 35'	Street, Parking; deciduous
Spring Snow Crab Apple	<i>Malus</i> x 'Spring Snow'	25' x 20'	Street, Parking, Landscape; deciduous; fruitless
Black Hills Spruce	<i>Picea glauca</i> <i>densata</i>	40' x 17'	Landscape; evergreen
Indian Magic	<i>Malus</i> x 'Indian Magic'	15' x 15'	Landscape; deciduous
Flowering Pear	<i>Pyrus calleryana</i> 'Aristocrat'	40' x 28'	Street, Parking, Landscape; deciduous
Flowering Pear	<i>Pyrus calleryana</i> 'Capital'	35' x 12'	Street, Parking Landscape; deciduous
Burr Oak	<i>Quercus</i> <i>macrocarpa</i>	55' x 45'	Landscape; deciduous
Corinthian Linden	<i>Tilia cordata</i> 'Corinthian'	45' x 15'	Street, Parking; deciduous

## 2. Edging/Curbing Standard

1. Wherever a ground cover meets a different type of ground cover, 6" concrete landscape edging shall be provided as a divider between the two ground covers. This requirement to construct a 6" width concrete landscape edging includes, but is not limited to where:
  - i. Grass meets planter bed
  - ii. Grass meets gravel area
  - iii. Gravel area meets mulch area
  - iv. Gravel of one color meets gravel of another color
  - v. Any of the previous meets asphalt

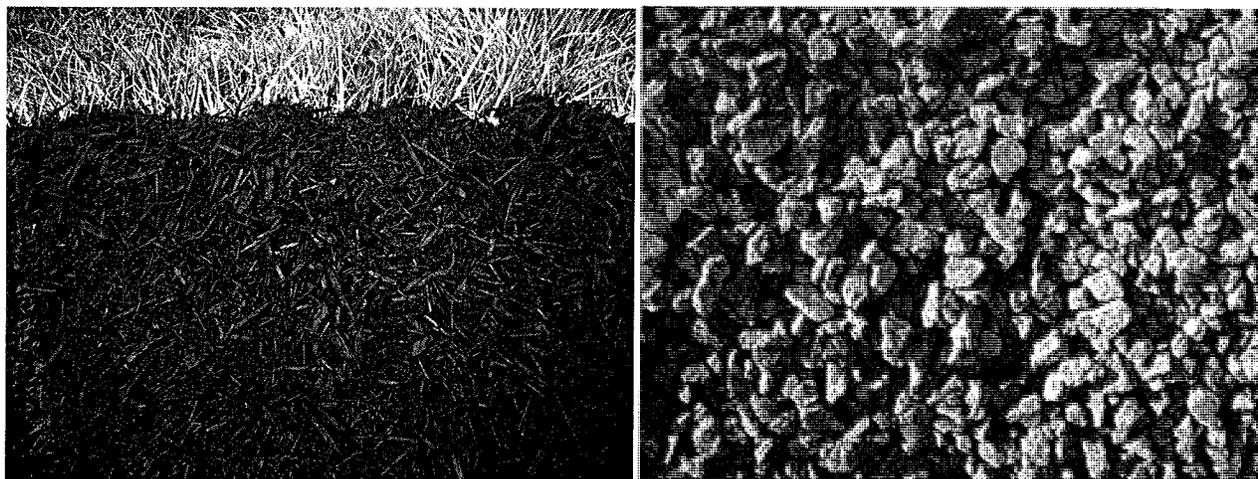


### 3. Cross walks Guidelines

1. All cross walks shall be painted and clearly marked. It is also recommended that the sub developer consider change in material in cross walks such as concrete or stamped asphalt. The change in material acts as an additional signal to motorists to watch for pedestrians and drive accordingly.

### 4. Rock or Mulch Guidelines and Standards

1. All planter beds shall be covered in high quality weed fabric and covered with 4" of mulch. Mulch color and type are specified below.
2. Bark Mulch shall be dark brown
3. Rock Mulch shall be Light tan 3/8" minus gravel



Examples of rock and mulch

## 5. Boulders

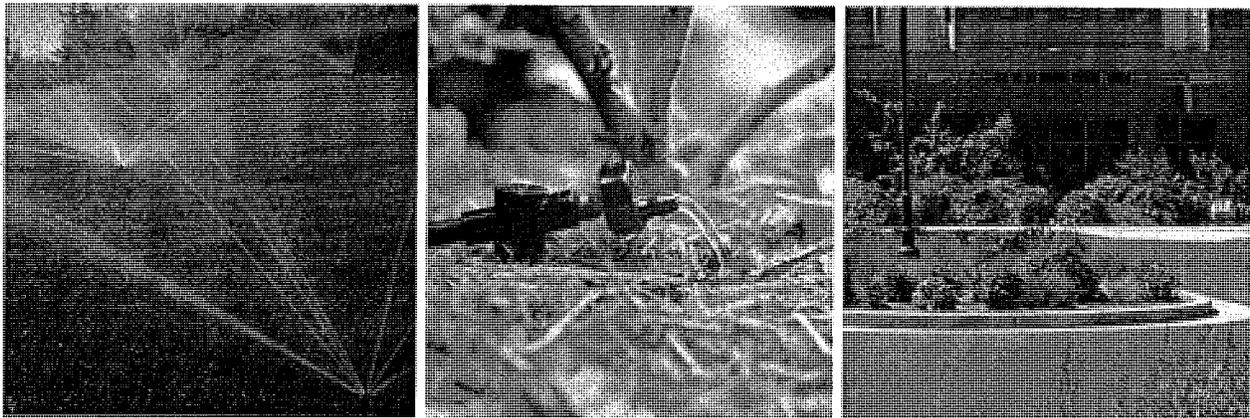
1. Boulders are encouraged to be used to add variety to planter beds.
2. Boulders may also be used strategically as seating
3. Boulders shall be a minimum of 24" x 24" and match closely to the rock mulch color on site.

## 6. Lighting Guidelines and Standards

- c. All lighting shall be downward aimed.
- d. All lighting shall be in accordance with Tremonton City standards and ordinances.

## 7. Landscape Water Guidelines and Standards

- e. All landscaped areas shall be irrigated per Tremonton City's standards for irrigation.
- f. Irrigation design shall use water-wise components.
- g. Landscaping shall use water-wise, drought tolerant shrubs and perennials to decrease landscape water demand.



Water wise irrigation and landscaping

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

<b>TITLE:</b>	Discussion and consideration of adopting Resolution No. 15-06 repealing Resolution No. 14-04 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. 15-06 repealing Resolution No. 14-04 and amending a template subdivision development agreement.

**BACKGROUND:**

Utah Code Annotated §10-9a-102 (2) allows for cities to use development agreements associated with land use approvals. Development agreements have become common place in many jurisdictions.

Title II, Section 2.04.045 of the Tremonton City Land Use Code requires that no final subdivision plat be approved until the City and the developer of the subdivision enters into an agreement. The template development agreement does not change any of the standards contain in the Land Use Code it simply documents approvals; requirements associated with the approvals; vesting of the developer; and liability issues associated with the development.

In 2010 City staff drafted the first template subdivision development agreement, which staff uses to comply with the City's aforementioned ordinance, which was adopted with Resolution No. 10-12. Thereafter, the City Council adopted Resolution No. 14-04 which repealed Resolution No. 10-12 and replaced the template subdivision development agreement with a refined agreement. The version of the template subdivision agreement proposed in Resolution No.15-06 further refines and updates the agreement. There are numerous amendments proposed with this version of the template subdivision development agreement, all of which are important but none of which dramatically shift any philosophical element of the existing template development agreement.

**Attachments:** Proposed resolution and agreement

## RESOLUTION NO. 15-06

### A RESOLUTION REPEALING RESOLUTION NO. 14-04 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 agreement, which staff uses 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 adopted Resolution No. 14-04 which repealed Resolution No. 10-12 and replaced the template subdivision development agreement with a refined agreement; and

**WHEREAS**, it is proposed that the City Council adopted Resolution No. 15-06 which repealed Resolution No. 14-04 and replaced 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  
Resolution No. 15-04

January 20, 2015

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.

The City Council authorizes the use and minor modification of the template Subdivision Development Agreement, Owner's Dedication, and Acknowledgment so that it is applicable to the subdivision for which it is being used. If the Land Use Authority Board presents the Subdivision Development Agreement to the Mayor, the City Council authorizes the Mayor to sign the Subdivision Development Agreement at any time so long as the City Engineer and City Attorney have first signed the Agreement. The City Engineer and City Attorney's signature shall signify that the engineering and legal aspects of the Agreement are in order and are ready for execution. Thereafter, the Agreement shall be placed on the City Council agenda for ratification.

If the Land Use Authority Board believes that any modification of the template Subdivision Development Agreement has substantially been altered from the template Subdivision Development Agreement that is in Exhibit A the Land Use Authority Board shall present the Subdivision Development Agreement first to the City Council for approval. After the City Council approves the Subdivision Development Agreement the Mayor is authorized to sign the Agreement so long as the City Engineer and City Attorney have first signed the Agreement. The City Engineer and City Attorney's signature shall signify that the engineering and legal aspects of the agreement are in order and are ready for the execution of the Agreement by the Mayor.

Both the Subdivision Development Agreement and Subdivision Plat (containing the Owner's Dedication, and Acknowledgment) shall be recorded concurrently in the Box Elder County Recorder's Office.

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 20<sup>th</sup> day of January, 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, OHSA, and Manual of Uniform Traffic Control Devices ("MUTCD") and shall not remove said safety devices until the construction has been completed.

B. **Construction Site Waste.** The Developer shall, at all times, keep the public right-of-way free from accumulation of waste material, rubbish, or building materials caused by the Developer's operation, or the activities of individual builders and/or subcontractors; shall remove such rubbish as often as necessary, but no less than daily and; at the completion of the work, shall remove all such waste materials, rubbish, tools, construction equipment, machinery, and surplus materials from the public right-of-way. The Developer further agrees to maintain the finished street surfaces so that they are free from dirt caused by the Developer's operation or as a result of building activity. Any excessive accumulation of dirt and/or construction materials shall be considered sufficient cause for the City to withhold building permits and/or certificates of occupancy until the problem is corrected to the satisfaction of the City Building Inspector and/or the City Public Works

Director. If the Developer fails to adequately clean such streets within two (2) days after receipt of written notice, the City may have the streets cleaned at the Developer's expense and the Developer shall be responsible for prompt payment of all such costs. The Developer also agrees to require all contractors within the Development to keep the public right-of-way clean and free from 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 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 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

**RESOLUTION NO. 15-07**

**A RESOLUTION 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**

**WHEREAS**, Tremonton City participated in an affordable housing project called the Bear River Crown Homes; and

**WHEREAS**, Tremonton City's participation was specific to allowing the affordable housing project to be built on the City's old Public Works property; and

**WHEREAS**, for Tremonton City's participation, the City received a Promissory Note secured by the a Deed of Trust recorded in Box Elder County, Utah; and

**WHEREAS**, the Promissory Note has matured and the 8 homes have been sold; and

**WHEREAS**, more specifically the Promissory Note, together with all other indebtedness secured by said Trust Deed has been paid in full to Tremonton City to its entire satisfactions; and

**WHEREAS**, Tremonton City has been requested and directed, to reconvey, without warranty to the "person or persons legally entitled thereto," the estate now held by Tremonton.

**NOWHEREFORE BE IT RESOLVED**, by the Tremonton City Council of Tremonton City, Utah that the Request for Full Reconveyance be signed by the Mayor or City Representative as contained in Exhibit "A".

Adopted and approved this 20th day of January, 2015.

TREMONTON CITY CORPORATION

ATTEST:

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

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

EXHIBIT "A"

## REQUEST FOR FULL RECONVEYANCE

**Name and address for returning recorded document:**

Tremonton City

**TO: First American Title Insurance Company, Trustee,**

The Undersigned is the legal owner and holder of a Promissory Note secured by the following Deed of Trust recorded in **Box Elder** County, State of Utah and is authorized to sign on behalf of undersigned beneficiary. The note, together with all other indebtedness secured by said Trust Deed has been paid in full and satisfied; you are hereby requested and directed, to reconvey, without warranty to the "person or persons legally entitled thereto," the estate now held by you related to the property described below:

Trustor: **Bear River Crown, LLC**  
Beneficiary: **Tremonton City**  
Recording Date: **11/05/1998**  
Entry No.: **118905**  
APN No.: **05-231-0007, 05-231-0008, 05-231-0009, 05-231-0011, 05-231-0012, 05-231-0013, 05-231-0015, 05-231-0016**

**Legal Description:**

LOTS 7, 8, 9, 11, 12, 13, 15 AND 16, TREMONT VILLAGE PUD, PHASE I, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE BOX ELDER COUNTY RECORDER'S OFFICE.

The undersigned Beneficiary hereby certifies that the original Trust Deed Note and Trust Deed hereinabove referred to have been retained, lost or destroyed. The undersigned Beneficiary also certifies that the Note and Trust Deed hereinabove described have not been assigned to another party. That in consideration of the issuance by said Trustee of its Reconveyance of said Deed of Trust without the surrender to it of the aforementioned Note for cancellation and retention, Beneficiary, their successors, assigns and administrators, hereby agrees to indemnify and hold harmless said Trustee, its agents, employees, successors and assigns, of all liability and responsibility of any loss, damage and expense that may arise or that Trustee may suffer by reason of the issuance of such Reconveyance without having possession of the original Note.

The undersigned Beneficiary further agrees to protect and hold harmless all interested parties who may claim an interest in the property referred to herein from any and all loss suffered or damages incurred by reason of a final decree of a court of competent jurisdiction, including but not limited to, actual damages paid, attorney's fees and court cost incurred by reason of the lost Trust Deed Note and Trust Deed described hereinabove.

Dated this \_\_\_\_\_ of \_\_\_\_\_, 2015

Tremonton City

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

**TREMONTON CITY**  
**CITY COUNCIL MEETING**  
JANUARY 20, 2015

<b>TITLE:</b>	Discussion and consideration for the Renewal of the Autoliv Wastewater Pre-Treatment Agreement
<b>FISCAL IMPACT:</b>	None
<b>PRESENTER:</b>	Paul Fulgham, Tremonton City Public Works Director

**Prepared By:**

Paul Fulgham  
Public Works Director

**RECOMMENDATION:**

I move that the City Council adopt the said resolution regarding the Renewal of the Autoliv Wastewater Pre-Treatment Agreement.

**BACKGROUND:**

Autoliv has had a Wastewater Pre-Treatment Agreement with Tremonton City since January 2012, per Tremonton City Ordinance these agreements are to be renewed every three-years as process changes. Since the three-years is up It is time renew the Wastewater Pre-Treatment Agreement. The context of the agreement has not changed just the new renewal time fram.

The Autoliv daily flow and wastewater strengths have stayed the same as with the previous agreement:

Flow - 200 gallons per day  
TSS - 178 mg/L or 0.29 lbs/day  
BOD - 33,953 mg/L or 57 lbs/day

Which, for industry this is not a heavy impact on our Treatment Facility. Autoliv will continue to haul the waste from their wastewater treatment equipment, but we will receive the liquid effluent.

**Attachments:**

1. Final Autoliv Pre-treatment Agreement

**RESOLUTION NO. 15-08**

**A RESOLUTION APPROVING AN INDUSTRIAL USER WASTEWATER DISCHARGE PERMIT AGREEMENT BETWEEN AUTOLIV AND TREMONTON CITY CORPORATION**

**WHEREAS**, Autoliv has need to discharge process wastewater from their premises; and

**WHEREAS**, Tremonton City Corporation has a Public Owned Treatment Works (POTW) facility to treat process wastewater; and

**WHEREAS**, Tremonton City has agreed to entered into an Industrial User Wastewater Discharge Permit Agreement (hereafter referred to as "Agreement") with Autoliv and attached in Exhibit 1; and

**WHEREAS**, the Agreement sets forth the terms and conditions of the Tremonton City Wastewater/Pretreatment Ordinance, the Significant Industrial User Requirements and Regulations in Exhibit "A" of the Permit; and

**WHEREAS**, the Agreement sets forth the terms and conditions of the Tremonton City General Permit Conditions in Exhibit "B".

**NOW, THEREFORE, BE IT RESOLVED THAT** the Autoliv Industrial User Wastewater Discharge Permit is hereby adopted by the Tremonton City Council on January 20, 2015.

ADOPTED AND PASSED by the governing body of Tremonton City Corporation this 20<sup>th</sup> day of January, 2015.

TREMONTON CITY CORPORATION

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

ATTEST

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

(City Seal)

EXHIBIT 1



## INDUSTRIAL USER WASTEWATER DISCHARGE PERMIT AGREEMENT

Permit Number: 15-001  
Company Name: Autoliv  
Division Name: Tremontion Plant  
Mailing Address: 1360 North 1000 West  
Address of Premises: 1360 North 1000 West  
Telephone Number: 435-257-1005  
Contact Person: Craig Olsen

### AUTHORIZATION TO DISCHARGE TO THE TREMONTION CITY POTW

Autoliv is authorized hereby to discharge from the premises stated above to the Tremontion City's POTW in accordance with all terms and conditions of the Tremontion City Wastewater/Pretreatment Ordinance, the Significant Industrial User Requirements and Regulations, Exhibit 1 to this Permit, and the General Permit Conditions, Exhibit 2 to this Permit.

Effective the 20<sup>th</sup> day of January, 2015.

Expires on the 20<sup>th</sup> day of January, 2018, three (3) years later, unless terminated earlier as allowed by law.

The Deadline to apply for reissuance is the 6<sup>th</sup> day of August, 2017. (6 months prior to expiration)

EXHIBIT "A"

SIGNIFICANT INDUSTRIAL USER REQUIREMENTS AND REGULATIONS

I. APPLICATION

This permit is issued in accordance with the application filed on November 24, 2014, in the office of the Tremonton City Public Works Director.

II. DISCHARGE REQUIREMENTS

A. Point of Discharge

During the term of this permit, the permittee is authorized to discharge process wastewater to the POTW from the out falls listed below.

Description of out falls:

Outfall	Description
001	Autoliv Plant Process
002	Tremonton City Sanitary Sewer

B. Discharge Limits

Wastewater discharged into the POTW system shall not have a Daily Peak or a Monthly Average concentration greater than that listed for the following substances:

(2). Local Limits:

Wastewater discharged into the POTW shall not have a Daily Peak or a Monthly Average with a loading greater than that listed for the following substance in the following table, the loading is based on an average daily flow of 200 gallons per day, through the Autoliv Pretreatment Equipment:

**Pollutant Concentration**

Parameter	Daily Maximum Limit	Monthly Average Limit
pH	5 to 11	N/A
BOD	34,000 mg/L	34,000 mg/L
COD	54,000 mg/L	54,000 mg/L
TSS	300 mg/L	300 mg/L

All pretreatment local limits established in Section 2.4 of the Wastewater/Pretreatment Ordinance shall apply even if not specifically identified in this section of this permit.

### III. MONITORING REQUIREMENTS

- A. From the period beginning on the effective date of this permit, the permittee shall monitor Outfall for the following parameters at the indicated frequency:

#### SELF-MONITORING REQUIREMENTS

Parameter	Frequency	Type
Flow	Continuous	Recorder
pH	No more than <u>Monthly</u> and only when <u>City Warrants the Need</u>	Grab
BOD	No more than <u>Monthly</u> and only when <u>City Warrants the Need</u>	Grab
COD	No more than <u>Monthly</u> and only when <u>City Warrants the Need</u>	Grab
TSS	No more than <u>Monthly</u> and only when <u>City Warrants the Need</u>	Grab

Reporting Period Quarterly

- B. All handling and preservation of collected samples and laboratory analyses of samples shall be performed in accordance with 40 C.F.R. Part 136 and amendments thereto.
- C. Upon mutual agreement between Autoliv and the City, the self-monitoring requirements for pH, BOD, COD, and TSS may be satisfied by samples collected and analyzed by the City.

### IV. REPORTING REQUIREMENTS

- A. **Monitoring Reports.** Monitoring results obtained shall be summarized and reported periodically. The reports shall be filed with the City within thirty (30) days of the end of the reporting period. The report shall indicate the nature and concentration of any pollutants in the effluent for which sampling and analyses were performed during the time period preceding the submission of each report, including measured maximum and average daily flows. Where pH, BOD, COD, and TSS sampling and analysis is conducted by the City, Autoliv will only be required to submit wastewater flow information in the Monitoring Report. Should any reports be received later than 30 days after the due date, the IU shall be in significant non-compliance.
- B. **Additional Monitoring.** If the permittee monitors any pollutant more frequently than required by this permit, using test procedures prescribed in 40 C.F.R. Part 136 or amendments thereto, or otherwise approved by the United States Environmental Protection Agency (EPA) or as specified in this permit, the results of such monitoring shall be included in any calculations of actual daily maximum or average pollutant discharge and the results reported in the periodic report submitted to Tremonton City. Such increased monitoring frequency shall also be indicated in the periodic report.
- C. **Automatic Resampling Reports.** If the results of the permittees wastewater analysis indicates

that a violation of this permit has occurred, the permittee must:

1. Inform Tremonton City of the violation within twenty-four (24) hours; and
2. Repeat the sampling and pollutant analysis and submit, in writing, the results of this second analysis within thirty (30) days of the first violation.

1. Where the City performs sampling and analysis of Autoliv's wastewater, the City will inform Autoliv of any violation of limits the Wastewater Discharge Permit within 24 hours of obtaining the results. The City will then arrange for resampling and analysis of the Autoliv wastewater discharge within 30 days.

D. All reports required by this Permit shall be submitted to the City at the following address:

Public Works Director  
102 South Tremont Street  
P.O. Box 100  
Tremonton, UT 84337

EXHIBIT "B"

General Permit Conditions

INDUSTRIAL USER DISCHARGE PERMIT

The following conditions apply to all wastewater discharge permits issued by Tremonton City.

1. Violation from Discharge

All discharges authorized herein shall be consistent with the terms and conditions of this permit. The discharge of any pollutant more frequently than, or at a level in excess of that identified and authorized by this permit shall constitute a violation of the terms and conditions of this permit. Such a violation may result in the imposition of civil and/or criminal penalties as provided for by Tremonton City. Wastewater/Pretreatment Ordinance, Federal Water Pollution Control Act, and/or General Pretreatment Regulations of the State of Utah.

2. Prohibited Discharges

No permittee shall introduce or cause to be introduced into the POTW any pollutant or wastewater which causes pass through or interference. These general prohibitions apply to all users of the POTW whether or not the source is subject to categorical pretreatment standards or any other National, State or local pretreatment standards or requirement. Furthermore, no permittee may contribute the following substances to the POTW:

- A. Pollutants which create a fire or explosive hazard in the POTW system, including, but not limited to waste streams with a closed-cup flashpoint of less than 140°F(60°C) using the test methods specified in 40 CFR 261.21.
- B. Any pollutants which will cause, but in no case discharges with a pH of less than 5.0 or more than 11, corrosive structural damage to the POTW or equipment, or endangering Governing Agency personnel unless the POTW is specifically designed to accommodate such discharges.
- C. Solid or viscous substances in amounts which will cause obstruction of the flow in the POTW resulting in interference, but in no case solids that will not break down in water and are greater than 2 inch or 1.27 centimeter(s) in any dimension.
- D. Any pollutant, including oxygen demanding pollutants (BOD, COD, etc.), released in a discharge at a flow rate and/or pollutant concentration which will cause interference with the POTW.

- E. Any wastewater having a temperature greater than 150°F, or which will inhibit biological activity in the treatment plant resulting in interference, but in no case heat in such quantity that it causes the temperature at the treatment plant to exceed 104°F (40°C).
- F. Petroleum oil, non biodegradable cutting oil, or products of mineral oil origin, in amounts that will cause interference or pass through.
- G. Pollutants which result in the presence of toxic gases, vapors or fumes within the POTW in a quantity that may cause acute or chronic worker health and safety problems.
- H. Any trucked or hauled pollutants, except at discharge points designated by Tremonton City and as approved by the Public Works Director (hereafter PWD). A current IU permit must be obtained, also.
- I. Any noxious or malodorous liquids, gases, solids, or other wastewater which, either singly or by interaction with other wastes, are sufficient to create a public nuisance, a hazard to life, or to prevent entry into the sewers for maintenance and repair.
- J. Any wastewater which imparts color which cannot be removed by the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions, which consequently imparts color to the treatment plant's effluent thereby violation Tremonton City's UPDES permit. Color (in combination with turbidity) shall not cause the treatment plant effluent to reduce the depth of the compensation point for photosynthetic activity by more than 10 percent from the seasonably established norm for aquatic life.
- K. Any wastewater containing any radioactive wastes or isotopes except as specifically approved by PWD in compliance with applicable State or Federal regulations.
- L. Storm water, surface water, ground water, artisan well water, roof runoff, subsurface drainage, swimming pool drainage, condensate, deionized water, noncontact cooling water, and unpolluted industrial wastewater, unless specifically authorized by PWD.
- M. Any sludges, screening, or other residues from the pretreatment of industrial wastes.
- N. Any medical wastes, except as specifically authorized by PWD in a wastewater discharge permit.
- O. Any wastewater causing the treatment plant effluent to fail a toxicity test.

- P. Any wastes containing detergents, surface active agents, or other substances which cause excessive foaming in the POTW.
- Q. Any discharge of fats, oils, or greases of animal or vegetable origin is limited to 100 mg/l.

Pollutants prohibited by this section shall not be processed or stored in such a manner that they could be discharged to the POTW. All floor drains located in process or materials storage areas must discharge to the industrial user's pretreatment facility before connecting with the POTW. If the industrial user storing the specified pollutant does not have a pretreatment facility, the floor drains shall be either plugged or valved in such a way as to contain the pollutant and prevent its accidental discharge to the POTW.

### 3. Permit Modification, Suspension, Revocation

This permit may be modified, suspended, or revoked in whole or in part during its term for causes including the following:

- A. Violation of any term or condition of this permit;
- B. Obtaining a permit by misrepresentation or failure to disclose fully all relevant facts in either the permit or any required report;
- C. Promulgation of a more stringent pretreatment standard by State or Federal agencies having jurisdiction over receiving waters;
- D. Changes in the processes used by the permittee or changes in the discharge volume or character;
- E. Changes in design or capability of receiving sewage treatment plant.

### 4. Permit Appeals

The permittee may petition Tremonton City for changes to the terms of this permit within ten (10) days of permit issuance.

Such petition must be in writing. Failure to submit said petition for review shall be deemed to be a waiver of any objections to the permit. In its petition, the permittee must indicate the permit provisions objected to, the reasons for such objection and the alternative conditions, if any; it seeks to be placed in the permit.

The effectiveness of this permit shall not be stayed pending a reconsideration.

### 5. Limitations on Permit Transfer

Permits may be reassigned or transferred to a new owner or operator only with prior written approval of the PWD, subject to the following conditions:

- A. The permittee must give at least thirty (30) days advance notice to the PWD.
- B. The notice must include a written certification by the new owner which:
  - (1) States that the new owner has no immediate intent to change the facility's operations and processes.
  - (2) Identifies the specific date on which the transfer is to occur.
  - (3) Acknowledges that the new owner has read the Permit and the City's Wastewater/Pretreatment Ordinance, understands the terms and conditions thereof, and will fully comply with the existing permit.

#### 6. Property Rights

The issuance of this permit does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights, nor any infringement of Federal, State or Local laws or regulations.

#### 7. Severability

The provisions of this permit are severable, and if any provision of this permit, or in the application of any provision of this permit to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of this permit, shall not be affected thereby.

#### 8. Reapplication

If the permittee desires to continue to discharge after the expiration of this permit, it shall reapply on the application forms then in use at least sixty (60) days before this permit expires. Under no circumstances shall the permittee continue to discharge after the expiration of this permit.

#### 9. Continuation of Expired Permit

An expired permit will continue to be effective and enforceable until the permit is reissued only if:

- A. The permittee has submitted a complete written request for renewal of the permit at least sixty (60) days prior to the expiration date of the user's existing permit.
- B. The failure to reissue the permit, prior to expiration of the previous permit,

is not due to any act or failure to act on the part of the permittee.

- C. Permittee receives written communication extending the permit from the Tremonton City Council.

#### 10. Right of Entry

The permittee shall allow the Public Works Director or his duly authorized representative bearing proper credentials and identification:

- A. To enter all properties, without notice and without a warrant, for the purpose of inspection, observation, measurement, sampling and testing to determine compliance with the provisions of this permit;
- B. To examine and copy any and all records, without notice and without a warrant, to copy any and all records required to be maintained by permittee for the purpose of determining compliance with Pretreatment Standards and Regulations.

#### 11. Dilution

The permittee shall not increase the use of potable or process water or, in any way; attempt to dilute an effluent as a partial or complete substitute for adequate treatment to achieve compliance with the limitations contained in this permit.

#### 12. Compliance with Applicable Pretreatment Standards and Requirements

Compliance with this permit does not relieve the permittee from its obligations regarding compliance with any and all applicable local, state and federal pretreatment standards and requirements, including any such standards or requirements that may become effective during the term of this permit.

#### 13. Violation Penalties:

In the event that the permittee discharges in violation of the limits or terms and conditions contained in this permit, the permittee shall be subject to appropriate enforcement action as stipulated in the Wastewater/Pretreatment Ordinance of Tremonton City. Specifically, the Ordinance provides, among other penalties, for the imposition, an assessment not to exceed, \$1,000.00 per violation per day civil penalty. Tremonton City may add the cost of preparing administrative enforcement actions such as notices and orders to the fine or any additional fines or penalties imposed by the State or Federal Government for violations to the Federal Clean Water Act due to permittee's failure to conform to the terms and conditions of the permit.

#### 14. Hazardous Notification

The permittee, in accordance with section 6.9 of the Tremonton City

Wastewater/Pretreatment Ordinance shall notify the Tremonton City Council, the State Division of Water Quality and the EPA Regional Waste Management Division Director in writing of any discharge into Tremonton City's POTW system which, if otherwise disposed of, would be a hazardous waste under 40 CFR part 261. The Notification must include the following items:

- A. Identification of the hazardous constituents contained in the waste stream.
- B. Estimate of the mass discharged and the discharge concentration.
- C. Estimate of potential discharges for the next twelve months.

The above written notification must be submitted within 30 days of the last day of the month the discharge took place.

#### 15. Notification of Slug Load or Accidental Spill

In case of an accidental or slug discharge, it is the responsibility of the permittee to immediately telephone and notifies Tremonton City/the PWD of the incident. The notification shall include the location of discharge, type of waste, concentration and volume, and corrective actions. Within ten (10) days following an accidental or slug discharge, the permittee shall submit to the PWD a detailed written report describing the cause of the discharge or slug and the measures to be taken by the permittee to prevent similar future occurrences. Such notification shall not relieve the permittee of any expense, loss, damage, or other liability which may be incurred as a result of damage to Tremonton City fish and wildlife kills, or any other damage to person or property; nor shall such notification relieve the permittee of any fines, civil penalties, or other liability which may be imposed by this article or other applicable law.

#### 16. Notification of Significant Changes in Industrial Effluent Flow or Production

In the event that the permittee makes significant changes in its effluent flow volume or in the production from its facility, the permittee must notify Tremonton City/the PWD 30 days prior to the planned change becoming effective. This is in accordance with section 6.5 of the Tremonton City Wastewater/Pretreatment Ordinance. This report should include information on any previously unreported pollutants being discharged.

#### 17. Requirements for Records Retention

In accordance with Tremonton City's requirements, the permittee is required to maintain all pretreatment records for a period of three years. Failure to conform with this requirement will be treated as a significant violation.

#### 18. Duty to Mitigate

The permittee shall take all reasonable steps to minimize or correct impacts to the POTW or the environment resulting from noncompliance with this permit, including such

accelerated monitoring necessary to determine the nature and impact of the noncomplying discharge.

IN WITNESS WHEREOF, the said parties have hereunto set their hands as of the date stated at the beginning of this Industrial User Wastewater Discharge Permit.

THE CITY:  
TREMONTON CITY, a Utah Municipal  
Corporation

By:

\_\_\_\_\_  
Rodger Fridal  
Tremonton City Mayor

ATTEST:

By: \_\_\_\_\_  
Darlene Hess  
Tremonton City Recorder

DEVELOPER  
Autoliv

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

Craig Olsen  
Autoliv Environmental Technician