



**Tremonton City Corporation
City Council Meeting
August 20, 2019
Meeting to be held at
102 South Tremont Street
Tremonton, Utah**

**CITY COUNCIL WORKSHOP AGENDA- CANCELED
6:00 p.m.**

**CITY COUNCIL MEETING AGENDA
7:00 p.m.**

1. Opening Ceremony
2. Introduction of guests
3. Declaration of Conflict of Interest
4. Approval of agenda
5. Approval of minutes – August 6, 2019
6. Public comments: This is an opportunity to address the City Council regarding your concerns or ideas. Please limit your comments to three minutes.
7. New Council Business:
 - a. Discussion and consideration of adopting Ordinance No. 19-06 approving the dissolution of the Tremonton City Redevelopment Agency #2
 - b. Discussion and consideration of adopting Ordinance No. 19-07 approving the dissolution of the Tremonton City Redevelopment Agency #3
 - c. Discussion and consideration of adopting Resolution No. 19-42 approving Riley Buck Subdivision Development Agreement
 - d. Discussion and consideration of approving a Special Event Permit for a “Non-Profit Organization Day” a Community Event at Shuman Park on September 14, 2019

- e. Discussion and consideration to surplus Parks and Recreation Truck 51 - a 2001 White, Ford F-150 (VIN # 1FTRX18L31NA24319 mileage 129,226) and Truck 342 – a White, Chevy Silverado (VIN# 1GCEK19B65Z256916 mileage 206,065).
 - f. Discussion and consideration on Awarding Bid for a new lease for a new Front-End Loader
8. Calendar Items and Previous Assignment
- a. Review of calendar
 - b. Review of past assignment
9. Reports & Comments:
- a. City Manager Reports and Comments
 - 1. Privilege tax for the golf course
 - 2. Reduction in professional fees associated in business license fee study
 - b. Land Use Authority Boards Report and Comments
 - c. City Department Head Reports and Comments
 - d. Council Reports and Comments
10. **CLOSED SESSIONS:**
- a. ***Strategy session to discuss the purchase of real property when public discussion of the transaction would disclose the appraisal or estimated value of the property under consideration or prevent the public body from completing the transaction on the best possible terms; and/or***
 - b. ***Strategy session to discuss the character, professional competence or physical or mental health of an individual; and/or***
 - c. ***Strategy sessions to discuss pending or reasonably imminent litigation; and/or***
 - d. ***Discussions regarding security personnel, devices or systems***
11. Adjournment

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

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

Notice was posted August 16, 2019 a date not less than 24 hours prior to the date and time of the meeting and remained so posted until after said meeting. A copy of the agenda was delivered to The Leader (Newspaper) on August 16, 2019.

Linsey Nessen, CITY RECORDER

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TREMONTON CITY CORPORATION CITY COUNCIL MEETING AUGUST 6, 2019

Members Present:

Diana Doutre
Lyle Holmgren
Jeff Reese
Bret Rohde
Lyle Vance
Roger Fridal, Mayor—excused
Shawn Warnke, City Manager
Linsey Nessen, City Recorder

CITY COUNCIL WORKSHOP

Mayor Pro-tem Reese called the August 6, 2019 City Council Workshop to order at 6:02 p.m. The meeting was held in the City Council Meeting Room at 102 South Tremont Street, Tremonton, Utah. Those in attendance were Mayor Pro-tem Reese, Councilmembers Doutre, Holmgren, Rohde, and Vance, City Manager Warnke, and City Recorder Nessen. The following Department Heads were also present: Community Services Director Marc Christensen, Public Works Director Paul Fulgham, and Police Chief Kurt Fertig. Mayor Roger Fridal was excused.

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

During the warrant register discussion, Councilmember Vance asked about a check to Zion's Bank for \$31,000. Manager Warnke said that is a UTOPIA payment that occurs monthly. Also, the network is expanding into Garland to service the elementary school through Utah Education Network's (UEN) project. Garland City did not want to obligate for any shortfall, but they could in the future. Our obligation matures 2040. UTOPIA has been paying us back. This year we received \$30,000 as a repayment for operational shortfall that we previously contributed. Last year we received \$7,000. We expect to have \$200,000 paid back in the next three years. Councilmember Vance asked about the annual fee to economic development, which is the City's membership fee to Economic Development Corporation of Utah. Manager Warnke said this is the clearinghouse for economic development opportunities such as Malt-O-Meal, West Liberty Foods, and other leads for economic development projects.

In talking about the dissolution of RDA #2, Manager Warnke said the State now requires all agencies to register through this process and we wondered why we need RDA #2. It is associated with the old downtown redevelopment and has since ended. We have not been collecting tax increment for some time. RDA #3 includes the freeway interchange and we would ask the Council to table that since we believe there are still housing funds attributed to that. The City created and registered a general Redevelopment Agency in 1980 that has good documentation so the Tremont Center is attributing to that.

Manager Warnke provided an update on a signage plan and benches for the Holmgren Nature Preserve and Trail. We are working with Impact Signs, but this is their busy season and it has been hard to get pricing. They took the concept plans and looked at the

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most economical way to replicate what we want. They provided some drawings, but we are proposing amendments to simplify it even further and looking at all options to reduce the cost. They felt the corten steel was the way to go and looked at ways to reduce vandalism. We have 50% covered by the Utah State Parks and Recreation grant and another \$1,000 donated by the County. I could find additional funds if cost is still an issue. We are starting to back up against the deadline. It is budgeted and I think the signage is important to the project as it highlights what is being preserved. The Public Works Department will install the signs to further reduce the cost. Mayor Pro-tem Reese said the Council does not like the idea of signing a blank check and maybe could come up with a “not to exceed” amount. Manager Warnke said construction of the trail came in significantly under budget. There are a few areas that need to be fixed and he could reach out for additional donations. We do have budget appropriation that sets the bounds and that is what I need to manage the project. When asked for a ballpark estimate, Manager Warnke guessed \$10,000.

Manager Warnke said we have already approved a development agreement for the Holmgren East Subdivision. This amendment looks at creating a storm water plan, which looks at a regional basin. When creating storm drain basins that are larger than the individual development it would serve, it becomes a system improvement, which is impact fee eligible. Part of the proposed annexation with Craig Adams’ development was a regional pond. We have started working toward the upsize and when Mr. Holmgren developed phase 7, the piping ran through there requiring it to be upsized. The cost was \$29,000 and is the City’s participation amount. The reason for amending the agreement is to include that reimbursement. As it moves further to the west, we will continue to upsize the storm drain to accommodate a larger flow from that regional basin.

Discussion on approving a professional service agreement for a business license fee study between Tremonton City and Zion’s Public Finance. Manager Warnke said the State Code requires us to perform an analysis to justify the fees we charge or for the cost of business licenses to be reflected and attributed toward the cost of providing services. Right now our fee schedule for business licenses have varying fees based on business type. I have not found a study that shows why we charge one fee and not another. This study would show the parameters of what that fee could be. Either we need to have a strictly regulatory fee—a flat fee, or we need to do the study. It makes sense for us to charge varying fees based upon services provided. Right now \$20,000 in revenue is attributed to business licensing.

Manager Warnke suggested tabling the amendment to the reimbursable expenses section regarding City-owned vehicles until the next meeting. Attorney Dustin Ericson has prepared the policy to be consistent with IRS regulations and I want Finance Director Curtis Roberts to take a look as well. The City would be reimbursed an amount determined by the IRS for expenses for employees who do not qualify to take their vehicle home.

Motion by Councilmember Holmgren to move into closed session. Motion seconded by Councilmember Vance. Vote: Councilmember Dautre - aye, Councilmember Holmgren - aye, Mayor Pro-tem Reese - aye, Councilmember Rohde - aye, Councilmember Vance - aye. Motion approved.

The Council moved into a closed session at 6:38 p.m.

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2. CLOSED SESSIONS:

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

Motion by Councilmember Holmgren to return to open session. Motion seconded by Councilmember Doutre. Vote: Councilmember Doutre - aye, Councilmember Holmgren - aye, Mayor Pro-tem Reese - aye, Councilmember Rohde - aye, Councilmember Vance - aye. Motion approved.

The Council returned to open session at 6:59 p.m.

The meeting adjourned at 6:59 p.m. by consensus of the Council.

CITY COUNCIL MEETING

Mayor Pro-tem Reese called the August 6, 2019 City Council Meeting to order at 7:00 p.m. The meeting was held in the Tremonton City Council Meeting Room at 102 South Tremont Street, Tremonton, Utah. Those in attendance were Mayor Pro-tem Reese, Councilmembers Doutre, Holmgren, Rohde, and Vance, City Manager Warnke, and City Recorder Nessen. The following Department Heads were also present: Community Services Director Marc Christensen, Public Works Director Paul Fulgham, Police Chief Kurt Fertig, and Code Enforcement Officer Greg Horspool. Mayor Roger Fridal was excused.

1. Opening Ceremony:

Mayor Pro-tem Reese 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 Holmgren and the Pledge of Allegiance was led by Councilmember Doutre.

2. Introduction of guests:

Mayor Pro-tem Reese welcomed those in attendance.

3. Declaration of Conflict of Interest—Councilmember Holmgren declared a conflict with item 7. f.

4. Approval of Agenda:

Motion by Councilmember Doutre to approve the agenda of August 6, 2019 with items 7. d. and h. being tabled. Motion seconded by Councilmember Holmgren. Vote:

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Councilmember Dautre - aye, Councilmember Holmgren - aye, Mayor Pro-tem Reese - aye, Councilmember Rohde - aye, Councilmember Vance - aye. Motion approved.

5. Approval of minutes – July 16, 2019

Motion by Councilmember Vance to approve the minutes of July 16, 2019. Motion seconded by Councilmember Dautre. Vote: Councilmember Dautre - aye, Councilmember Holmgren - aye, Mayor Pro-tem Reese - aye, Councilmember Rohde - aye, Councilmember Vance - aye. Motion approved.

6. Public comments: Comments limited to three minutes.

Mr. Jared Hanson attended to discuss secondary water. He said we received a flyer, but during the time we moved from the culinary to secondary, it was pitched that it would be cheaper, and help the community bring more residential and businesses in. I think a lot of people are surprised by how much it is affecting their pocketbook. I have not changed my sprinkler system from the time I did culinary to now, the timing is exactly the same and I am paying quite a bit more. I do not know how long this has been in the making. A lot of times when public work discussions, regarding bonding are done, they are done with the public in mind. I am not sure how the decisions went for secondary water, but I know this is a large bill and understand we have to pay that.

Mr. Doug Aaron addressed secondary water in a meeting last month. He said I am concerned about it. I think we need to have some kind of a discussion to realign this water bill so we pay year round instead of going to a \$10 flat rate and then bill on these meters. It is not fair when some people do not have meters. I think we need to have discussion on being fairer on how we charge secondary water.

Mr. Paul Anderson said it is a concern that it is costing us more for dirty water than it is for our filtered culinary water. I do not mind paying for it, but is there a way to clean our filters less often. They plug everything up. How are these meters going to keep up with the dirt going through the lines? We are paying more for secondary water than for regular water. The canal leaks so much water that people to the south of it have had to put in water drain lines to keep the water out of their fields. I do not mind paying for it, but we need equality of water both ways. People could open the culinary water into their sprinkler systems and cause more trouble on that end.

Mr. Rick Christensen, who lives on the hill, said when they questioned the bill they were told it is because they live on the hill and have to pay more because it has to be pumped. I am concerned about that. You cannot tell me you do not have to pump it in the valley also. I do not appreciate that attitude. I am trying to build a subdivision up there and it is hard to get lots sold especially when the City makes those comments. I want to recognize we do have a great town and I love Tremonton. There are a lot of good people here and I would hate to see them stop watering their lawns. If the water bill is going to be too high, that is what is going to happen. We have to do something to try to make it even across the board and good for everybody.

Mr. John Jensen, who lives on the hill, said my water bill went from \$72.85 to \$158 in one month for my secondary water. I cannot continue to do that—you are going to break me. You cannot even drink that water. Please look at it and do something.

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Ms. Jamie West, who lives by the fairgrounds, said my husband twisted my arm to hook into secondary water because we were told it was going to be an overall better deal. It would save clean water for the community and we would be gouged in our bill if we did not switch over. We tore up our yard and put all the connections in to hook up and my water bill was \$340 just for the water part. My utility bill was over \$400 for the month, which is outrageous for a quarter acre lot. I do take pride in my yard and want it to look nice. Our whole neighborhood takes good care of their yards and that is going to be really hard for people. We are coming to voice our concerns and find out what we need to do to possibly change that or work with the City to find a better solution.

Mr. Don Andersen, who lives on the hill, said I love Tremonton, but feel like I have been ambushed. My water bill went from \$14 to \$199 in one month. I have neighbors who do not have that purple box in front of their house and they water forever. Yet because that box is in front of mine, I am paying a big bill. I feel like if you are going to do this you better wait until the system is in and then bill everyone—it is not fair. I do not mind paying for my water, but I want to be treated equal.

Mr. Erik Richardson, who lives on Mountain Road, said I love Tremonton. I work and live here. I buy groceries and I pay the extra prices that come with a small town, but that is okay because we are supporting our community. I have met one-on-one with various members of the community and those in City hall. I understand we are in a tough spot. If we are running out of water there is little you can do. A plan was put forth and a proposal to meter and conserve was made. I agree with all of that and am willing to pay my usage, but it has to be fair. I am not going to pay more for dirty canal water than my clean filtered water. Studies show I will get more weeds and have to do more fertilizing because of the dirty water I am pouring onto my grass. My water filter used to clog every single day. It could not complete a cycle so I installed filters and a back flush and raised it out of the ground. I am now paying an exorbitant amount. There are lots of other cities you could study. I have talked with their mayors and members of their council. I think they are doing it better. The way I found out about the meter was when my wife said you better come home someone is ripping up your front yard. There was a big hole in the yard and they put in a meter. They did not repair it or put it back the way they should have. I have used it to conserve and regulate my zones and see the flow. This is what it should be used for. Other cities value secondary water anywhere from 15% to 82% to culinary. I do not think it is fair that Tremonton is valuing secondary water at 120% to culinary rates—that is unacceptable. When I asked why are my rates are so high I was told that is the price of secondary water that is what I am going to pay. I asked what are you trying to do and was told the City is paying for the infrastructure. Other neighborhoods already had the infrastructure in. My neighborhood already had it. It is not paying for my infrastructure it is going to be paying for the other 10 to 12 zones you classified to roll out secondary to the City. It is illegal to do what you guys are doing. When you look at the City legal code it says that a municipal fee related to service, like water and sewer, must not require newly developed properties to bear more than their equitable share of the capital costs in relation to the benefits conferred. You cannot charge me hundreds of dollars a month and my neighbor \$0 for unlimited usage. Unmetered does not mean unlimited. I understand you guys have constraints and are borrowing money. Senate bill 52 just got passed in July, which rolls into effect low interest rates. If you want \$10 million they have money set aside at a 1% interest rate. All you have to do is submit three pieces—the cost of the full metering of the secondary water, how long it would take the the secondary water to be provided to complete full metering, and how long the secondary water supplier will finance the meter. You have done your homework and due

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diligence. You are doing the best you can, but the rules have changed since July 1. I think you need to reevaluate where you are getting your money from to pay for the infrastructure and not be gouging citizens illegally. You cannot charge me illegally when everyone is benefiting from the service and I am the only one paying.

Mr. Paul Anderson said it is my understanding that the contractors building housing put in the secondary out of their own pocket. I do not think the City has anymore than the pumps involved in the water lines. I would like to hear from the City and the water department how to stop the canal from leaking so much and other alternatives we have.

Ms. Mary Ann Andersen, who lives on the hill, said do you have someone who has been trained to calibrate the meters installing them? Do you have someone to keep them running properly? Our bill was also terrible. Since you put a meter on my line and are metering my water will you turn that water off so I do not have to pay anything in the winter because of that metering?

Manager Warnke explained the public comment process to the residents and why the Council does not answer at this point in time. He said the policy of Tremonton City Council is to use this time to hear the comments. We can answer them at some point in the future. We have held public open houses and invited everyone to participate and we will do that again in the fall. We have a presentation you can review to get the information and answer your questions. Director Fulgham and I can also meet individually. Mayor Pro-tem Reese said we need to get those answers and show where we came from, but I do not want this to get into a bantering match, going back and forth. I feel bad because this has been years in the making. We had open houses, public hearings and put it out there showing the fees, but it was not until the bills came out that you guys came. Councilmember Holmgren said we have been deliberating on this for at least four years, have had public hearings and open houses—there were lots of opportunity for the public input. He showed a map of eastern Box Elder County, put together by the water conservancy district that showed each community. Tremonton is in the red, which means we are running out of water and we had to do something. The goal of the City is not to get wealthy off the backs of you. There are going to be things we have to work through and adjust. Director Fulgham is working hard with many of you.

Ms. West said one of our neighbors mentioned Malt-O-Meal and other businesses are using the equivalent of 5,000 homes of water a day. Is it because we have so many big companies using a lot of water—could that contribute to the fact we are in such a bad state with our water?

Mr. Richardson said when would we have an open house or town hall meeting to talk back and forth? Manager Warnke said we will have an open house this fall, but could schedule one sooner. He would send out a group email to let them know when. For the open house, we go through a presentation with the history and factors for considering it—the background information the Council had in making the decision. The Council has already made decisions. There are things we could possibly change, but I do not anticipate big changes. We could have a conversation after the presentation to see if there are modifications that make sense.

Mr. Brian Diaz asked if Proctor & Gamble was included on the map, which it is not because it is in Brigham City.

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7. New Council Business:

- a. Discussion and consideration of approving the warrant register for June 2019

Motion by Councilmember Holmgren to approve the warrant register for June 2019. Motion seconded by Councilmember Vance. Vote: Councilmember Doutre - aye, Councilmember Holmgren - aye, Mayor Pro-tem Reese - aye, Councilmember Rohde - aye, Councilmember Vance - aye. Motion approved.

- b. Discussion and consideration of approving the financial statements for June 2019

Motion by Councilmember Doutre to approve the financial statements for June 2019. Motion seconded by Councilmember Rohde. Vote: Councilmember Doutre - aye, Councilmember Holmgren - aye, Mayor Pro-tem Reese - aye, Councilmember Rohde - aye, Councilmember Vance - aye. Motion approved.

- c. Discussion and consideration of adopting Resolution No. 19-06 approving the dissolution of the Tremonton City Redevelopment Agency #2

Manager Warnke said City staff recommends we dissolve RDA agency #2. It has fulfilled the objectives of what it was established for and is an area the RDA is no longer receiving any tax increment on. If the Council approves, we will reach out to the Lt. Governor's Office and start the paperwork.

Motion by Councilmember Holmgren to adopt the resolution. Motion seconded by Councilmember Doutre. Roll Call Vote: Councilmember Doutre - aye, Councilmember Holmgren - aye, Mayor Pro-tem Reese - aye, Councilmember Rohde - aye, Councilmember Vance - aye. Motion approved.

- d. Discussion and consideration of adopting Resolution No. 19-07 approving the dissolution of the Tremonton City Redevelopment Agency #3

Item tabled until the next meeting.

- e. Discussion and consideration of adopting Resolution No. 19-34 approving a signage plan and benches for the Holmgren Nature Preserve and Trail (located in the vicinity of 300 North and 700 East)

Councilmember Rohde recommended putting a dollar ceiling on it for \$10,000. Councilmember Holmgren abstained.

Motion by Councilmember Rohde to approve the resolution with that ceiling. Motion seconded by Councilmember Doutre. Roll Call Vote: Councilmember Doutre - aye, Mayor Pro-tem Reese - aye, Councilmember Rohde - aye, Councilmember Vance - aye. Motion approved.

- f. Discussion and consideration of adopting Resolution No. 19-39 approving the 1st Amended Holmgren Estates East Phase 7 Subdivision Development Agreement

Councilmember Rohde said this is very proactive. Councilmember Holmgren

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abstained.

Motion by Councilmember Rohde to approve the resolution. Motion seconded by Councilmember Vance. Roll Call Vote: Councilmember Doutre - aye, Mayor Pro-tem Reese - aye, Councilmember Rohde - aye, Councilmember Vance - aye. Motion approved.

- g. Discussion and consideration of adopting Resolution No. 19-40 approving a professional service agreement for a business license fee study between Tremonton City and Zions Public Finance

Councilmember Vance said I assume we will do an impact study too, is there anyway we can put them together and get a better deal? Manager Warnke said there is that possibility because there is similar methodology. It seems different enough, but that is a great question and I will follow up to see if it makes sense to do those at the same time. This money is in the budget.

Motion by Councilmember Holmgren to approve the resolution. Motion seconded by Councilmember Vance. Roll Call Vote: Councilmember Doutre - nay, Councilmember Holmgren - aye, Mayor Pro-tem Reese - aye, Councilmember Rohde - aye, Councilmember Vance - aye. Motion approved with a 4-1 vote.

- h. Discussion and consideration of adopting Resolution No. 19-41 amending Section XV: Reimbursable Expenses and Section VI: Employee Code of Conduct of the Tremonton City Personnel Policies and Procedures Manual regarding city-owned vehicle policy

Item tabled until the next meeting.

- 8. Calendar Items and Previous Assignment
 - a. Review of calendar

Recorder Nessen said the League of Cities and Towns will hold their annual training in Salt Lake City in September and she will get the rooms reserved.

- b. Review of past assignment

Manager Warnke said we are still working on a few follow up items to bring to you.

- 9. Reports & Comments:
 - a. City Manager Reports and Comments
 - 1. Possibility of pursuing a Blue Sky Grant for the Food Pantry

Manager Warnke said the City operates the food pantry, which is a service based on the generosity of the community as a whole through food contributions and volunteer efforts. It is provided to all of northern Box Elder County and, except for capital costs, it is self-sustaining. The City does bear the burden for capital expenditures. From time to time we

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see how we can minimize operational costs. One opportunity is through Rocky Mountain Power's Blue Sky program—alternative energy deployment for the Pantry. We suggest applying for the grant to put solar on the pantry. Through preliminary conversations, the cost is about \$100,000 to offset the amount of energy it uses. A Blue Sky grant would pay for 90% of that cost so we would pay \$10,000. Annually we pay about \$3,000 in electrical costs so the payback period would be about three years. There are some upfront costs. To apply for the grant, we need to have a shovel ready project and someone with engineering experience to help, which would cost \$3,000 to 5,000. They are not currently accepting applications, but it would be to our advantage to do the work ahead of that. Councilmember Doutre said my only concern with solar is that it is changing so fast. I wonder if by the time we got it in, it would be outdated. Manager Warnke said it does become more efficient over time. Councilmember Vance said technology keeps changing, but you have to jump on board sometime. He suggested they take more time to talk about it and the Council agreed.

b. Development Review Committee Report and Comments

Manager Warnke said T&M brought in an application to subdivide 2.7 acres of their property for a company office building. They have done quite a bit of work already and engaged an architect. After it is subdivided, they will submit all the requirements for the site plan—elevations and landscaping. The infrastructure that is needed will include curbs, gutter, and streets. We would exact the improvements that were roughly proportionate to the impact of their development. The remainder parcel could be subdivided in the future. On this remainder parcel, everything outside the 2.7 acres, we would hold off on those improvements until it is further subdivided.

Manager Warnke said the M&M Development along Main Street at 950 East is 1.7 acres. They plan to do an office building. We reviewed the code and told them the dimensional standards, buffering, and screening. They will resubmit a new layout.

c. City Department Head Reports and Comments

Director Fulgham gave a construction update on City projects. The BR Mountain Road is complete and 600 West is being worked on. Frontier is getting their phone line moved and once that happens, Rupp's will get more done. For secondary they are patching Sandalwood and Heritage Estates. Testing is done in Chadaz and will continue south. The treatment plant upgrade is slow moving. Rupp's will finish up the trail. UDOT will finish the Main Street job and all the leaks have been fixed. They will do the valves and manholes, and finish their striping.

Information will go in the water bill, on Facebook, and our website about secondary updates. It addresses water conservation and how much water to apply to keep your lawn alive. We are doing well on water shares. We will schedule an open house on a Thursday night. Councilmember Vance said there is lot of misinformation out there. We are trying to be transparent. I wonder if when they sign up for secondary water we could have an educational thing for them to listen to so they know what is going on. Councilmember

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Rohde suggested having a link on the website to answer their questions, along with a YouTube video explaining the process.

d. Council Reports and Comments

Councilmember Holmgren gave a shout out to Director Christensen and his crew for Tremonton City Days. I am always amazed. Also Lt. Governor Cox was in Tremonton and it was fun to have him visit our community. He did a service project at the food pantry.

Councilmember Doutre echoed that about Tremonton City Days. Post Cereal is making a donation to the pantry and our library is not your grandma's library. We have some of the most fun things happening there. It is an informational center with lots of classes and activities happening all the time.

Councilmember Vance said thanks to all those who helped with the breakfast and all that happened during Tremonton City Days.

Motion by Councilmember Doutre to move into closed session. Motion seconded by Councilmember Vance. Vote: Councilmember Doutre - aye, Councilmember Holmgren - aye, Mayor Pro-tem Reese - aye, Councilmember Rohde - aye, Councilmember Vance - aye. Motion approved.

The Council moved into a closed session at 8:13 p.m.

10. CLOSED SESSIONS:

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

Motion by Councilmember Vance to return to open session. Motion seconded by Councilmember Doutre. Vote: Councilmember Doutre - aye, Councilmember Holmgren - aye, Mayor Pro-tem Reese - aye, Councilmember Rohde - aye, Councilmember Vance - aye. Motion approved.

The Council returned to open session at 8:53 p.m.

11. Adjournment.

Motion by Councilmember Doutre to adjourn the meeting. Motion seconded by Councilmember Vance. Vote: Councilmember Doutre - aye, Councilmember Holmgren - aye, Mayor Pro-tem Reese - aye, Councilmember Rohde - aye, Councilmember Vance - aye. Motion approved.

The meeting adjourned at 8:53 p.m.

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

Dated this _____ day of _____, 2019.

Linsey Nessen, City Recorder

Follow-up items for the Council and City Staff

Manager Warnke and Director Fulgham will setup an open house for a Thursday and will send an email to those who attend the meeting and commented on secondary water.

TREMONTON CITY
CITY COUNCIL MEETING
AUGUST 20, 2019

TITLE:	Discussion and consideration of adopting Ordinance No. 19-06 approving the dissolution of the Tremonton City Redevelopment Agency #2 Discussion and consideration of adopting Ordinance No. 19-07 approving the dissolution of the Tremonton City Redevelopment Agency #3
FISCAL IMPACT:	None
PRESENTER:	Shawn Warnke, City Manager

Preface

You may recall that the City Council adopted Ordinance No. 19-06 at the last City Council meeting, but tabled Ordinance No. 19-07 at City staff's request to allow for Curtis Roberts, Tremonton City Finance Director more time to adequate time to review this ordinance. Ordinance No. 19-06 is placed back on the agenda to perfect the previous adoption by the City Council due to a clerical error with the noticing of this item on the agenda. Ordinance No. 19-07 is placed on this agenda because Curtis Roberts has had the time to review the ordinance.

Who, What & Why:

In the 2019 Utah Legislative Session, the Legislature adopted Senate Bill 28 and Senate Bill 29, which is codified in UCA 67-1a-15 which requires all Redevelopment Agencies to register with the Lt. Governor's Office. As a part of providing the documentation associated with register RDA #2 and RDA #3 with the Lt. Governor's Office, City staff has evaluated the ongoing need to have on record RDA #2, and RDA #3 as the purposes of RDA #2 and #3 have been completely fulfilled. RDA #2 and #3 have no connection or relation, nor has ever had a connection or relation, to Tremont Center, LLC, which currently has a tax increment agreement in place with the Tremonton City Redevelopment Agency. The City did register with the Lt. Governor's Office and did receive proof of registration of a general Tremonton City Redevelopment Agency. As such City staff recommends that RDA #2 and RDA #3 be dissolved through the adoption of these ordinances.

Attachments: Draft Ordinances

ORDINANCE NO. 19-06

AN ORDINANCE APPROVING THE DISSOLUTION OF THE TREMONTON CITY REDEVELOPMENT AGENCY #2

WHEREAS, the Tremonton City Redevelopment Agency #2 (hereinafter “RDA #2”) was created for the purpose of generating economic development and growth in the downtown area of Tremonton City; and

WHEREAS, in the 2019 Utah Legislative Session the Legislature adopted Senate Bill 28 and Senate Bill 29, which is codified in UCA 67-1a-15 which requires all Local Governmental Entities, Limited Purpose Entities, and Redevelopment Agencies to register with the Lt. Governor's Office; and

WHEREAS, as a part of providing the documentation associated with register RDA #2 with the Lt. Governor's Office the City has evaluated the ongoing need to have on record RDA #2 as the purposes of RDA #2 have been completely fulfilled; and

WHEREAS, in accordance with Utah Code Annotated (hereinafter “UCA”) 17C-1-701.5(1)(b), RDA #2 has no outstanding bonded indebtedness, other unpaid loans, indebtedness, or advances, and no legally binding contractual obligations with a person other than the community; and

WHEREAS, RDA #2 has no connection or relation, nor has ever had a connection or relation, to Tremont Center, LLC, which currently has a tax increment agreement in place with the Tremonton City Redevelopment Agency, and

WHEREAS, to provide additional clarity and documentation regarding the history of RDA #2, City staff prepared a summary of RDA #2, which is attached hereto as Exhibit “A”; and

WHEREAS, as attached hereto as Exhibit “B” on November 21, 2006, June 5, 2007, and June 3, 2008, the Tremonton City/Tremonton City RDA discussed or stated that RDA #2 had been dissolved; and

WHEREAS, as the Lieutenant Governor’s office does not have a record of Tremonton City/Tremonton City RDA dissolving RDA #2; and

WHEREAS, pursuant to UCA 17C-1-701.5, the Tremonton City Council has once again concluded there is no additional need for RDA #2 and now desires to dissolve the same; and

WHEREAS, pursuant to UCA 17C-1-701.5(2)(a)(i), within ten (10) days of the adoption of this Ordinance, the Tremonton City Recorder is required to give Notice, in compliance with UCA 67-1A-6.5(3), to the Lieutenant Governor regarding the dissolution of RDA #2; and

WHEREAS, the Notice of RDA #2’s dissolution, in compliance with UCA 67-1A-6.5(3), is attached and incorporated hereto as Exhibit “C”; and

WHEREAS, it is anticipated that following its receipt of Notice of RDA #2’s dissolution, the Lieutenant Governor, pursuant to UCA 17C-1-701.5, shall provide Tremonton City with a Certificate of Dissolution, and upon its receipt, the Certificate of Dissolution shall be attached hereto

Ordinance No. 19-06
August 20, 2019

as Exhibit “C”; and

WHEREAS, pursuant to UCA 17C-1-701.5(2)(a)(ii), following receipt of the Certificate of Dissolution from the Lieutenant Governor, the Tremonton City Recorder is required to provide the Box Elder County Recorder with the Original Notice of an Impending Boundary Action (See Exhibit “B”), the original certificate of dissolution, and a certified copy of this Ordinance; and

WHEREAS, in addition to providing the Box Elder County Recorder with the aforementioned documents, pursuant to UCA 17C-1-701.5(2)(c), within ten (10) days of the receipt of the Certificate of Dissolution from the Lieutenant Governor, Tremonton City is required to provide a copy of the Certificate of Dissolution to the State Board of Education and each taxing entity; and

WHEREAS, also within ten (10) days of Tremonton City’s receipt of the Certificate of Dissolution from the Lieutenant Governor, the Tremonton City Council is required to publish a notice of dissolution in a newspaper of general circulation within Box Elder County.

NOW, THEREFORE, pursuant to UCA 17C-1-701.5, the Tremonton City Council hereby adopts this Ordinance approving the dissolution of the Tremonton City Redevelopment Agency #2.

Additionally, be it ordained that, pursuant to 17C-1-701.5, the City Council directs the City Recorder within ten (10) days after the passage of this Ordinance to give notice to the Lieutenant Governor regarding the dissolution of RDA #2. The City Council also directs the City Recorder to, within ten (10) days of receipt of the Certificate of Dissolution, provide the Box Elder County Recorder with Original Notice of an Impending Boundary Action (See Exhibit “B”), the original certificate of dissolution, and a certified copy of this Ordinance.

In addition to the aforementioned, the City Council directs the City Recorder to, within ten (10) days of the City’s receipt of the Certificate of Dissolution, to provide a copy of the Certificate of Dissolution to the State Board of Education and each taxing entity as well as cause of Notice of dissolution in a newspaper of general circulation within Box Elder County.

ADOPTED AND PASSED by the City Council of the City of Tremonton, Utah, this 20th day of August 2019.

TREMONTON CITY:

Roger Fridal, Mayor

ATTEST:

Linsey Nessen, City Recorder

(city seal)

Exhibit "A"

RDA # 2

Minutes of the regular Tremonton City Council meeting held August 4, 1981, at 7:00 P.M. at the Tremonton Civic Center.

All City council members present. Mayor Mason conducting.

Minutes of the previous meeting were read and approved.

Mayor Mason reported that the City received a billing from Butterfield and Associates, Inc. for their work performed regarding Tax Revenue Financing. They were originally used to help the Council get organized following proper rules and regulations. However, the city changed to Ken Millard because of his experience and a lesser fee. After a review of the charges from Butterfield in the amount of \$5,000.00, the council authorized the Mayor and City Recorder to visit with them to discuss the basis for the fee charged.

Reviewed the request from the Kiwanis Club regarding City approval and help in clearing and improving the area behind the Box Elder Nursing Home. Council felt it was a good project and agreed to offer their support.

Councilwoman Nish presented a drawing designating a road from the Fair Grounds ~~W~~ East to 4th West Street. Agreed by the County Commissioners and J.D. Harris that they would stand expenses in the road preparation which would be graveled only. Following some discussion Councilwoman Nish made a motion that the location of the proposed road be approved under the condition that it would be of no expense to the City and that the road would be ~~not~~ further developed and oiled by the property owners when any development occurred or when the public demanded. 2nd by Councilman Stenquist. Approved.

Approved and passed by the Council that there would be ^{no} more breaking of cement or asphalt to install utility lines. All utilities across roads in Tremonton City will henceforth be pushed under the asphalt unless prior council approval.

The mill levy was reviewed for Fiscal Year 1982 with a motion being made by Councilman Dansie that it be set at 15.89 mills. 2nd by Councilwoman Day. Approved.

A hearing was held to review and adopt the Tremonton Redevelopment Plan and to designate the project area. Following the discussion, Councilman Stenquist made a motion that in accordance with prescribed notification in the local paper and in accordance with all rules and regulations, the City Council approve an ordinance to adopt the redevelopment project area plan and the boundaries so described. 2nd by Councilwoman Nish. Approved.

No further business, meeting adjourned at 9:50 P.M.

<u>Resolution No.</u>	<u>Adoption Date</u>	<u>Summary</u>
Ordinance No. 81-06	August 4, 1981	Tremonton City Council ordinance adopting the Redevelopment Project Area Plan
Resolution No. 86-2	August 5, 1986	Tremonton Redevelopment Agency resolution authorizing the borrowing of \$110,000 for 10 years to repay Tremonton City Corporation a portion of the amount due to them
Resolution No. 91-03	June 11, 1991	Tremonton City Redevelopment Agency resolution authorizing the execution of a quitclaim deed transferring certain real property to Tremonton City in partial payment of the Agency's debt to the City
Resolution No. 91-06	October 24, 1991	Tremonton City Redevelopment Agency resolution approving the purchase of property in the Redevelopment Area #2 for the purpose of additional parking
Resolution No. 91-07	June 11, 1991	Tremonton City resolution authorizing the acceptance of Real Property in Partial Payment of the debt owed by Tremonton Redevelopment Agency No. 2 to the City
Resolution No. 98-16	September 1, 1998	Tremonton City resolution wherein the RDA selling Midland Square land to the City to reduce RDA debt to the City
Unknown	February 3, 2004	Reimbursement Agreement Between Redevelopment Agencies of Tremonton City, No. 2 and No. 3 and Tremonton City (UTOPIA)
Resolution 16-18	March 29, 2016	Tremonton City Resolution approving an acknowledgment and release of contractual obligations for the RDA's payment of tax increment to Tremonton City for reimbursement of sales tax pledges paid for the UTOPIA Bond

Exhibit "B"

NOV. 21, 2006
TREMONTON CITY COUNCIL/RDA MEETING

Second by Councilmember Deakin. Motion unanimously approved.

6. Request(s) to be on the agenda:

a. CERT Program graduates - Mark Thompson

Mayor Weese told the audience that there were several individuals in attendance who have completed the CERT Training Program. Mayor Weese told the audience that he was excited to have nine or ten people who care enough to become involved go through the CERT Training each session. Mark Thompson, a member of the Tremonton City Volunteer Fire Department and the instructor, does a good job in training these individuals. The day will come when the people who have taken the time to be taught first aid and emergency through the CERT Program will be called on to lead during an emergency. Mayor Weese and Mark Thompson distributed certificates and a Key to the City Volunteer pin to each of the graduates in attendance.

Graduates in attendance: Kenneth A. Boyd II, Knud Fridal, Sherman N. Kitchen, Earl L. Stuart, Carol V. Merrell and Kristan Hess. Those not in attendance: Edward A. Shaw, Michael Tennis and JoAnna Wiscombe.

7. New Council Business:

a. Consider dissolving R.D.A. #2

Chairman Weese informed the audience that the R.D.A. #2 is the downtown area. It was established approximately twenty-two years ago. The School District asked the R.D.A. Board to think about dissolving R.D.A. #2. The R.D.A. #2 was set up to enhance the area because of its age. A portion of the State School Board, County School Board, and special service districts' tax money goes to the R.D.A.

Board Member David Deakin told the Agency that he felt that the Redevelopment Board was sensitive with money as there is \$27,000 due to the Park Fund. Mr. Deakin asked if the Agency thought they should wait at least one more year to dissolve R.D.A. #2.

Executive Secretary Woodworth told the Agency that he thought that the School Board would be happy to know that the Redevelopment Board has thought about dissolving the R.D.A. #2, and Chairman Weese told the Agency that one or more years may be better.

Motion by David Deakin to reschedule considering to dissolve R.D.A. #2 one year from now to see where it stands. The Redevelopment Board will followup



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in the next year or two to finalize the issue. Second by Byron Wood. Motion unanimously approved.

- b. Consider the Fire Department #2 property sale and lease approval

Councilmembers Stokes and Deakin declared a conflict of interest on this issue and left the City Council bench. Mayor Weese informed the audience that Councilmember Stokes is involved in the sale of 4.65 acres of property with the lease of the Fire Department #2 property and Councilmember Deakin is his son-in-law; therefore, they have declared a conflict of interest. If one of the remaining Councilmembers does not vote for the lease approval, the item will not pass.

Mayor Weese told the audience that the property being discussed is for a second Fire Station to be constructed in the future. With the industrial area growing, a second station will be needed in the near future.

Motion by Councilmember Reese to approve Resolution 06-33 approving the lease agreement/promissory note for Fire Station #2. Second by Councilmember Wood. Vote: Councilmember Reese - aye, Councilmember Holmgren - aye, Councilmember Wood - aye, Councilmember Stokes - abstain, Councilmember Deakin - abstain. Motion approved by majority vote.

- c. Consider Ordinance 06-09 amending the Revised Ordinances of Tremonton City, Utah concerning the licensing requirements and other standards and requirements for door-to-door solicitation activities and businesses.

Mayor Weese informed the audience that Tremonton City has had some problems with door-to-door solicitation. The City requires door-to-door sales people to come in and get a license which includes a background check. In the last six months, there was a problem at a home with an unlicensed solicitation and a fifteen-year-old girl that should not have happened. Each person that goes door-to-door should have a badge.

Councilmember Deakin told the Council that he was supportive of the ordinance; however, he has some changes which he felt should be implemented. There are also some clerical corrections that need to be made. He will give the changes to Manager Woodworth.

Manager Woodworth told Councilmember Deakin that due to a Class Action suit, attorneys from ULCT, cities/towns throughout Utah, and all City Attorneys involved have reviewed the Ordinance and have instructed everyone to pass the Ordinance as presented. If there are some clerical changes, we can implement them. If there are other minor changes like adding Boy Scouts to the ordinance, it is just one more

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Mayor Weese asked Manager Woodworth to explain the budget. Manager Woodworth told the Council that the RDA #2 will sunset in 2007-2008. There was approximately \$55,000 budgeted and expensed in error in the RDA #2 for this year. We will closeout the RDA #2 per our representatives request. The RDA #2 made a loan to parks in the amount of \$118,000. RDA #3 will purchase this debt from the RDA #2 in order to allow us to sunset RDA #2.

Manager Woodworth told the Council that in the RDA #3, contracts made will be completed. The City is obligated for the contracts and for the power poles. In the future for the EDA, West Liberty Foods, Millard Refrigeration and Malt-O-Meal, the contracts will be completed as made.

Mayor Weese called for question or comments from the Council. There were none. He asked for question or comments from the audience. Micah Capener asked if the RDA #2 or Downtown RDA was being shutdown? Manager Woodworth informed Mr. Capener that the attorney's cannot agree on whether it is best to sunset or leave open. Tremonton City will be cancelling the RDA #2.

Mayor Weese closed the public hearing at 7:14 p.m.

Mayor Weese opened the third public hearing at 7:15 p.m. with ten people in attendance to consider the following:

- c. Consider revising and amending the combined annual implementation budget (General Fund, Enterprise Fund(s), Capital Reserve Fund and Special Improvement District #1) for the period commencing July 1, 2006 and ending June 30, 2007

Mayor Weese asked Manager Woodworth to discuss the changes. Manager Woodworth informed the Council that this budget amendment is for housekeeping. Last year, the City was written up for being over budget in one account approximately \$27.00. With this amendment, we will increase some departments so we do not get written up again. We do not intend for the departments to spend the money.

Manager Woodworth discussed the following changes:

- 1) \$200,000 has been set up for a building for the Police Department
- 2) \$6,000 has been allocated for the Library landscaping
- 3) \$722,000 was budgeted for 2000 West between B&C Road Funds and a \$388,880 Capital Reserve Fund carryover from last year which includes interest. The auditors have changed the way we have done it in the past. We now need to expense out of the Capital Fund. The budget will be amended for this change.
- 4) \$3200 will be set up for the Seed Utah Entrepreneurial Program.

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- 5) Money from the RDA #2 will be used to do the Civic Center Parking Lot and storm drain line going to Main Street. \$118,000 in receivables in the RDA #2 will be purchased from RDA #3 which will deplete all of the funds in the RDA #2.
6. Common Consent changed to Action Items:
 - a. Consider Resolution 07-10 adopting the Annual Implementation Budget 2007-2008 for the fiscal year commencing July 1, 2007 and ending June 30, 2008.

Motion by Councilmember Reese to approve Resolution 07-10 adopting the Annual Implementation Budget 2007-2008 for the fiscal year commencing July 1, 2007 and ending June 30, 2008. Second by Councilmember Holmgren. Vote: Councilmember Deakin - aye, Councilmember Wood - aye, Councilmember Reese - aye, Councilmember Stokes - aye, Councilmember Holmgren - aye. Motion unanimously approved.
 - b. Consider Resolution RDA 07-03 of the Redevelopment Agency of Tremonton City adopting the Annual Implementation Budget 2007-2008, Areas 2 and 3, for the fiscal year commencing July 1, 2007 and ending June 30, 2008.

Motion by Byron Wood to approve Resolution RDA 07-03 of the Redevelopment Agency adopting the Annual Implementation Budget 2007-2008, Areas 2 and 3, for the fiscal year commencing July 1, 2007 and ending June 30, 2008. Second by Jeff Reese. Vote: David Deakin - aye, Byron Wood - aye, Jeff Reese - aye, Stanley Stokes - aye, Lyle Holmgren - aye. Motion unanimously approved.
 - c. Consider Resolution 07-11 amending the Annual Implementation Budget 2007-2007 for the fiscal year commencing July 1, 2006 and ending June 30, 2007

Motion by Councilmember Deakin to approve Resolution 07-11 amending the Annual Implementation Budget 2006-2007 for the fiscal year commencing July 1, 2006 and ending June 30, 2007. Second by Councilmember Stokes. Vote: Councilmember Deakin - aye, Councilmember Wood - aye, Councilmember Reese - aye, Councilmember Stokes - aye, Councilmember Holmgren - aye. Motion unanimously approved.
 - d. Consider approval of the April Financial Statement

Motion by Councilmember Reese to approve the April Financial Statement. Second by Councilmember Holmgren. Motion unanimously approved.
7. Request(s) to be on the agenda:

JUNE 3, 2008

CITY COUNCIL/RDA MEETING

Mayor Weese told the audience that Rich Woodworth is the City's Budget Officer and has worked out the issues on the budget. Mayor Weese turned the time over the Manager Woodworth to discuss the budget.

Manager Woodworth told the audience that the Council passed the Tentative Budget the first meeting in May. Manager Woodworth told the Council that unless they wanted to cover the budget this evening in detail, they had gone over the items in detail when the Tentative Budget was adopted and noted in the Council Minutes. Noting that some changes had occurred and we would discuss them in detail if desired. He met with Curtis Roberts, Finance Officer/CPA, and we made some minor changes. Changes include the following:

- ▶ All of the reserves will be accounted for in 10-30-999.
- ▶ Library budget has been increased to show the staff increased hours and new director training coverage - hours will increase from 95 to 114 plus hours per week.
- ▶ Lease payments and loans will be applied to 700 and 800 accounts in all Tremonton City funds.
- ▶ Ambulance lease payment were overlooked and has been added at \$25,600 for five years.
- ▶ We don't know what portion of the Pantry will be paid in this year's budget or next years as we are getting close to year end.
- ▶ The new budget was reduced by \$600,000 because the senior center was put into the current budget. Loan proceeds are money in and money out.
- ▶ SID Budget is status quo. .

Mayor Weese asked if there were any comments or question from the Council. **Councilmember Wood** asked if this budget is balanced. Manager Woodworth told the Council that it is a balanced budget.

Mayor Weese asked if there were any questions from the audience. **Jean Richer** asked where the SID is located. Manager Woodworth explained the SID is located on the Northwest corner of Tremonton and was established to provide water to that area as they were out of water in their wells and springs. The SID was sought so that citizens would be able to benefit from an interest free loan and be connected to a permanent supply of water. Manager Woodworth told Ms. Richer that it will soon be paid.

Mayor Weese closed the public hearing at 7.14 p.m.

- b Chairman Weese opened the second public hearing at 7:15 p.m with eight people in attendance to consider adopting the proposed budget entitled "The Redevelopment Agency of Tremonton City Annual Implementation Budget 2008-2009 for both Area 2 and Area 3", for the period commencing July 1, 2008 and ending June 30, 2009. Chairman Weese asked Executive Secretary Woodworth to discuss this item. **Mr. Woodworth** told the audience that in the RDA Area 2, there is a zero budget. We

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closed RDA #2 this year at the request of the Box Elder School Board. In Area 3, both a RDA and an EDA was established. He showed the location of the properties on the map in the meeting room, pointing out the malt-O-Meal location, the T&M to La-Z-Boy location and the West Liberty Foods location. Mr. Woodworth told the audience that this budget is status quo and according to contracts in place. The obligation to the City water utility will continue to be paid to the City. Mr. Woodworth told the Council that the changes are as follows:

- ▶ Area 3 EDA - West Liberty Foods has been increased by \$1,000,000 for personal property (equipment) as personal property does not trigger the tax increment for reimbursement, but the amount paid should be paid along with next years taxes after real property taxes collected trigger the increment for reimbursement. The County did not pay us this year's personal property tax, therefore, both years personal property have been added to next year's budget. This should be a realistic estimate, perhaps slightly overstated for West Liberty Foods.
- ▶ There are to be no changes for Malt-O-Meal with the contracted obligation.
- ▶ The Annual TEC Meeting has been scheduled for June 12, 2008 at 3:00 p.m.

Mayor Weese asked for questions or comments from the Council. **Lyle Holmgren** asked if another business came and wanted to build in the RDA #3, will they be able to get the same incentives? Executive Secretary Woodworth told the Board that they would not benefit from the tax incentives without being approved by the (TEC) Taxing Entity Committee.

Chairman Weese called for questions from the audience. Being none, he closed the second public hearing at 7:20 p.m.

- c. Mayor Weese called the third public hearing to order at 7:21 p.m. with eight people in attendance to consider revising and amending the combined annual implementation budget (General Fund, Enterprise Fund(s), Capital Reserve Fund and Special Improvement District #1) and authorizing an inter-fund transfer from the General Fund to the Capital Projects Fund for the period commencing July 1, 2007 and ending June 30, 2008. He asked Manager Woodworth to discuss this budget.

Manager Woodworth told the Council that the State Auditors do not look upon a municipality favorably if they overspend their budget. These projections are pretty much straight line projections and some amounts added for cushion. The intent is not to spend over the existing stated budget, with the exception of adding capitol projects expenses. He noted even with expenses increased Tremonton City's revenues should not be overstated as projections should hold. Manager Woodworth listed the following amendments:

- ▶ \$600,000 was moved to this budget for the purchase of the Senior Center Building. This is a big project.
- ▶ Public Safety is a really big issue for the State Auditors. This includes the

Exhibit “B”

Notice of Impending Boundary Change
Pursuant to Utah Code Annotated 67-1A-6.5(3)

Office of the Lieutenant Governor of the State of Utah
Utah State Capitol Complex
Suite 220
P.O. Box 142325
Salt Lake City, Utah 84114-2325

To whom it may concern:

Pursuant to Utah Code Annotated 67-1A-6.5(3), I, _____,
Mayor of Tremonton City, hereby provide notice to the Office of the Lieutenant Governor of the
State of Utah, for the purpose of receiving a Certificate of Dissolution from the Lieutenant Governor,
of the dissolution of Tremonton City Redevelopment Agency #2.

I hereby certify that, to the best of my knowledge and ability, all the requirements associated with
the dissolution of Tremonton City Redevelopment Agency #2 have been met, and that additional
requirements that must occur following Tremonton City’s receipt of the Certificate of Dissolution
shall be met. I also certify that on August 20, 2019, the Tremonton City Council adopted an
Ordinance authorizing the dissolution of Tremonton City Redevelopment Agency #2, and that said
Redevelopment Agency has no outstanding bonded indebtedness, other unpaid loans, indebtedness,
or advances, and no legally binding contractual obligations with a person other than the community.

As the impending Boundary Change is not an incorporation or creation of a local entity, a letter from
the Utah State Retirement Office, pursuant to Utah Code 67-1A-6.5(3)(d) is not required.

I now hereby respectfully request that a Certificate of Dissolution of Tremonton City Redevelopment
Agency #2 be issued to Tremonton City.

TREMONTON CITY,
A body corporate and politic of the State of Utah

Roger Fridal, Mayor

ATTEST:

Linsey Nessen
Tremonton City Recorder

**Exhibit “C”
Certificate of Dissolution
(To be attached upon receipt)**

STATE OF UTAH)
 : ss.
COUNTY OF BOX ELDER)

I, Linsey Nessen, the City Recorder of Tremonton, Utah, do hereby certify that the above and foregoing is a full and correct copy of Ordinance No.19-06, entitled **“A ORDINANCE APPROVING THE DISSOLUTION OF THE TREMONTON CITY REDEVELOPMENT AGENCY #2”**. Adopted and passed by the City Council of Tremonton, Utah, at a regular meeting thereof on the 20th day of August 2019, which appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City this _____ day of _____, 2019.

Linsey Nessen, City Recorder

ORDINANCE NO. 19-07

**AN ORDINANCE APPROVING THE DISSOLUTION OF THE TREMONTON CITY
REDEVELOPMENT AGENCY #3**

WHEREAS, the Tremonton City Redevelopment Agency #3 (hereinafter “RDA #3”) was created in large part to adopt the Freeway Interchange Project Area Neighborhood Development Plan; the Tenth North Economic Development Plan, and the West Liberty Foods Economic Development Area; and

WHEREAS, in the 2019 Utah Legislative Session the Legislature adopted Senate Bill 28 and Senate Bill 29, which is codified in UCA 67-1a-15 which requires all Local Governmental Entities, Limited Purpose Entities, and Redevelopment Agencies to register with the Lt. Governor's Office; and

WHEREAS, as a part of the providing the documentation to associated with the creation of the City has evaluated the ongoing need to have on record RDA #3; and

WHEREAS, the Freeway Interchange Project Area Neighborhood Development Plan; the Tenth North Economic Development Plan, and the West Liberty Foods Economic Development Area involved agreements with others including but not limited to Malt-O-Meal, Millard Refrigeration, and West Liberty Foods; and

WHEREAS, the purposes of the Freeway Interchange Project Area Neighborhood Development Plan; the Tenth North Economic Development Plan, and the West Liberty Foods Economic Development Area, including all agreements with Malt-O-Meal, Millard Refrigeration, West Liberty Foods, and others have been fulfilled; and

WHEREAS, in accordance with Utah Code Annotated (hereinafter “UCA”) 17C-1-701.5(1)(b), RDA #3 has no outstanding bonded indebtedness, other unpaid loans, indebtedness, or advances, and no legally binding contractual obligations with a person other than the community; and

WHEREAS, RDA #3 has no connection or relation, nor has ever had a connection or relation, to Tremont Center, LLC, which currently has a tax increment agreement in place with the Tremonton City Redevelopment Agency; and

WHEREAS, to provide additional clarity and documentation regarding the history of RDA #3, City staff prepared a summary of RDA #3, which is attached hereto as Exhibit “A”; and

WHEREAS, pursuant to UCA 17C-1-701.5, the Tremonton City Council concluded there is no additional need for RDA #3 and now desires to dissolve the same; and

WHEREAS, pursuant to UCA 17C-1-701.5(2)(a)(i), within ten (10) days of the adoption of this Ordinance, the Tremonton City Recorder is required to give Notice, in compliance with UCA 67-1A-6.5(3), to the Lieutenant Governor regarding the dissolution of RDA #3; and

WHEREAS, the Notice of RDA #3's dissolution, in compliance with UCA 67-1A-6.5(3), is attached and incorporated hereto as Exhibit "B"; and

WHEREAS, it is anticipated that following its receipt of Notice of RDA #3's dissolution, the Lieutenant Governor, pursuant to UCA 17C-1-701.5, shall provide Tremonton City with a Certificate of Dissolution, which Certificate of Dissolution, upon its receipt, shall be attached hereto as Exhibit "C"; and

WHEREAS, pursuant to UCA 17C-1-701.5(2)(a)(ii), following receipt of the Certificate of Dissolution from the Lieutenant Governor, the Tremonton City Recorder is required to provide the Box Elder County Recorder with the Original Notice of an Impending Boundary Action (See Exhibit "B"), the original certificate of dissolution, and a certified copy of this Ordinance; and

WHEREAS, in addition to providing the Box Elder County Recorder with the aforementioned documents, pursuant to UCA 17C-1-701.5(2)(c), within ten (10) days of the receipt of the Certificate of Dissolution from the Lieutenant Governor, Tremonton City is required to provide a copy of the Certificate of Dissolution to the State Board of Education and each taxing entity; and

WHEREAS, also within ten (10) days of Tremonton City's receipt of the Certificate of Dissolution from the Lieutenant Governor, the Tremonton City Council is required to publish a notice of dissolution in a newspaper of general circulation within Box Elder County.

NOW, THEREFORE, pursuant to UCA 17C-1-701.5, the Tremonton City Council hereby adopts this Ordinance approving the dissolution of the Tremonton City Redevelopment Agency #3. Stewardship for expending the moderate-income housing funds generated by the West Liberty Foods EDA and compliance with expending said funds shall be the responsibility of the Tremonton City Redevelopment Agency.

Additionally, be it ordained that, pursuant to 17C-1-701.5, the City Council directs the City Recorder within ten (10) days after the passage of this Ordinance to give notice to the Lieutenant Governor regarding the dissolution of RDA #3. The City Council also directs the City Recorder to, within ten (10) days of receipt of the Certificate of Dissolution, provide the Box Elder County Recorder with Original Notice of an Impending Boundary Action (See Exhibit "B"), the original certificate of dissolution, and a certified copy of this Ordinance.

In addition to the aforementioned, the City Council directs the City Recorder to, within ten (10) days of the City's receipt of the Certificate of Dissolution, to provide a copy of the Certificate of Dissolution to the State Board of Education and each taxing entity as well as cause of Notice of dissolution in a newspaper of general circulation within Box Elder County.

ADOPTED AND PASSED by the City Council of the City of Tremonton, Utah, this 20th day of August 2019.

**TREMONTON CITY,
A body corporate and politic of the State of Utah**

Roger Fridal, Mayor

ATTEST:

City Recorder Linsey Nessen

(city seal)

Exhibit “A”

RDA #3 Freeway Interchange &Tenth North

<u>Resolution No.</u>	<u>Adoption Date</u>	<u>Summary</u>
Resolution No. 90-02	May 1, 1990	Tremonton Redevelopment Agency resolution designating a redevelopment survey area known as “Neighborhood Development Project Area #3”
Resolution No. 90-03	June 19, 1990	Tremonton Redevelopment Agency resolution adopting rules governing participation and preference by owners, operators of businesses and tenants for project areas adopted by the Redevelopment Agency
Resolution No. 90-04	June 19, 1990	Tremonton Redevelopment Agency resolution adopting rules governing relocation assistance for project area adopted by the Redevelopment Agency
Resolution No. 90-05	July 17, 1990	Tremonton Redevelopment Agency resolution adopting the Project Area Redevelopment Plan entitled “Freeway Interchange Neighborhood Development Plan,” dated June 1, 1990
Ordinance 90-10	June 19, 1990	Tremonton City ordinance adopting rules governing participation and preference by owners, operators of businesses and tenants within the Redevelopment Project Area for “Freeway Interchange Development Plan”
Ordinance 90-15	July 17, 1990	Tremonton City ordinance adopting the Freeway Interchange Project Area Redevelopment Plan entitled, “Freeway Interchange Development Plan”, dated June 1, 1990
96-01	February 6, 1996	Redevelopment Agency’s Resolution designating a Redevelopment Survey Area known as “Tremonton Economic Development Project Survey Area” and initiated by Resolution a study of the survey area to determine if a blight study is required in the event of redevelopment and/or a benefit analysis in the event of Economic Development
Resolution RDA No. 98-01	February 24, 1998	Redevelopment Agency’s resolution of the Board of Directors of the Redevelopment Agency of Tremonton, Utah designating a Redevelopment Survey Area known as “Gibson Property Survey Area” and initiating by resolution a study of the survey area to determine if blight study is required in the event of Redevelopment and/or a benefit analysis in the event of economic development

Resolution RDA No. 98-08	July 21, 1998	Redevelopment Agency's resolution adopting rules governing relocation assistance or Economic Development Project Areas adopted by the Agency
Resolution RDA No. 98-09	July 21, 1998	Redevelopment Agency's resolution adopting rules governing participation and preference by owners, operators, of business and tenants for Redevelopment or economic development project areas adopted by the agency
Ordinance 98-05	July 21, 1998	Tremonton City ordinance approving rules governing participation and preference by owners, operators of businesses and tenants within a Redevelopment or Economic Development Project Area adopted by the Redevelopment Agency of Tremonton City
Ordinance 98-06	August 4, 1998	Tremonton City ordinance adopting the economic development plan entitled "Tenth North Economic Development Plan," dated June 29, 1998
Resolution RDA No. 98-10	August 4, 1998	Redevelopment Agency's resolution adopting the economic development plan entitled, "Tenth North Economic Development Plan, Dated June 29, 1998
Resolution No. 98-15	August 25, 1998	Tremonton City resolution adopting the Economic Development Agreement and Tax Increment Agreement dated August 18, 1998- Tenth North
Resolution No. RDA 98-11	August 25, 1998	Redevelopment Agency's resolution adopting the Economic Development Agreement and the Tax Increment Agreement Dated August 18, 1998
Resolution No. 99-09	April 13, 1999	Tremonton City resolution conveying land from Industrial Park to RDA #3
Unknown	January 21, 2003	First Amendment to Economic Development Agreement Tenth North Economic Development Project Area (Malt-O-Meal)
Unknown	January 21, 2003	First Amendment to Tax Increment Agreement Tenth North Economic Development Project Area
Unknown	February 3, 2004	Reimbursement Agreement Between Redevelopment Agencies of Tremonton City, No. 2 and No. 3 and Tremonton City (UTOPIA)
Unknown	March 10, 2004	Reimbursement Agreement with Malt-O-Meal for

		Treatment Plant Capacity/Power Poles (Freeway Interchange Project Area)
Ordinance 06-08	August 1, 2006	Tremonton City ordinance designating the Tenth North Project Area Plan as amended as the official Economic Development Plan of the Tenth North Area
Resolution No. RDA 06-12	August 1, 2006	Redevelopment Agency's Resolution adopting the Tenth North Economic Development Project Area Plan amendment
Resolution No. RDA 06-13	August 1, 2006	Redevelopment Agency's Resolution adopting an amendment to the Tenth North Economic Development Project Area Budget
Resolution No. 06-29	October 3, 2006	Tremonton City resolution adopting the Second Amendment to the Tenth North Economic Development Project Area
Resolution No. RDA 06-14	October 3, 2006.	Redevelopment Agency's resolution adopting the Second Amendment to the Tax Increment Agreement Tenth North Economic Development Project Area
Resolution 12-24	May 1, 2012	Tremonton City Resolution authorizing a dissolution document acknowledging completion of contractual obligations regarding the Tenth North Economic Development Project Area between Tremonton City Corporation, Malt-O-Meal, a Minnesota Corporation, and Tremonton Redevelopment Agency
Resolution RDA 12-02	May 1, 2012	Redevelopment Agency's resolution authorizing a dissolution document acknowledging completion of the contractual obligations regarding the Tenth North Economic Development Project Area between Tremonton Redevelopment Agency, Malt-O-Meal, a Minnesota Corporation, and Tremonton City Corporation
Ordinance No. 16-13	May 17, 2016	Tremonton City Ordinance dissolving the Freeway Interchange Project Area
Resolution No. RDA 16-05	May 17, 2016	Redevelopment Agency's Resolution dissolving the Freeway Interchange Project Area
Resolution No. 16-17	March 29, 2016	Tremonton City Resolution approving a loan forgiveness document wherein Tremonton City is forgiving an amount due for a loan given to the Tremonton City Redevelopment Agency

Resolution 16-18	March 29, 2016	Tremonton City Resolution approving an acknowledgment and release of contractual obligations for the RDA's payment of tax increment to Tremonton City for reimbursement of sales tax pledges paid for the UTOPIA Bond

RDA #3 West Liberty Foods

<u>Resolution No.</u>	<u>Adoption Date</u>	<u>Summary</u>
Ordinance No. 06-06	June 20, 2006	Tremonton City's ordinance designating the West Liberty Foods Project Area Plan as the Official Economic Development Plan of the West Liberty Foods Area
Resolution No. 06-21	July 25, 2006	Tremonton City's resolution approving the form of the Redevelopment Agreement for West Liberty Foods Project, Tremonton, Utah, finding that it is in the best interest of Tremonton City, Utah to enter into the said agreement and authorizing the execution and delivery thereof
RDA 06-11	July 25, 2006	Redevelopment Agency's resolution adopting a Tax Increment Reimbursement Agreement between the Redevelopment Agency of Tremonton City and Protein Processing LLC
RDA 07-01	March 20, 2007	Redevelopment Agency's resolution authorizing the execution of the Tax Increment Reimbursement Agreement between the Tremonton City Redevelopment Agency and Millard Refrigerated Services, Inc.
Resolution No. RDA 18-02	June 5, 2018	Redevelopment Agency's resolution of adopting a final settlement document of the West Liberty Foods EDA Project Area by and between Tremonton City Redevelopment Agency and Millard Refrigerated Service, LLC
Resolution No. RDA 18-03	June 5, 2018	Redevelopment Agency's resolution adopting a final settlement document of the West Liberty Foods EDA Project Area by and between Tremonton City Redevelopment Agency and Protein Processing, LLC
Resolution No. RDA 18-04	June 5, 2018	Redevelopment Agency's resolution dissolving the West Liberty Foods Economic Development Area
Ordinance No. 18-08	June 5, 2018	Tremonton City ordinance dissolving the West Liberty Foods Economic Development Area

Exhibit “B”

Notice of Impending Boundary Change
Pursuant to Utah Code Annotated 67-1A-6.5(3)

Office of the Lieutenant Governor of the State of Utah
Utah State Capitol Complex
Suite 220
P.O. Box 142325
Salt Lake City, Utah 84114-2325

To whom it may concern:

Pursuant to Utah Code Annotated 67-1A-6.5(3), I, _____,
Mayor of Tremonton City, hereby provide notice to the Office of the Lieutenant Governor of the
State of Utah, for the purpose of receiving a Certificate of Dissolution from the Lieutenant Governor,
of the dissolution of Tremonton City Redevelopment Agency #3.

I hereby certify that, to the best of my knowledge and ability, all the requirements associated with
the dissolution of Tremonton City Redevelopment Agency #3 have been met, and that additional
requirements that must occur following Tremonton City’s receipt of the Certificate of Dissolution
shall be met. I also certify that on August 20, 2019, the Tremonton City Council adopted an
Ordinance authorizing the dissolution of Tremonton City Redevelopment Agency #3, and that said
Redevelopment Agency has no outstanding bonded indebtedness, other unpaid loans, indebtedness,
or advances, and no legally binding contractual obligations with a person other than the community.

As the impending Boundary Change is not an incorporation or creation of a local entity, a letter from
the Utah State Retirement Office, pursuant to Utah Code 67-1A-6.5(3)(d) is not required.

I now hereby respectfully request that a Certificate of Dissolution of Tremonton City Redevelopment
Agency #3 be issued to Tremonton City.

TREMONTON CITY,
A body corporate and politic of the State of Utah

Roger Fridal, Mayor

ATTEST:

Linsey Nessen
Tremonton City Recorder

**Exhibit “C”
Certificate of Dissolution
(To be attached upon receipt)**

STATE OF UTAH)
 : ss.
COUNTY OF BOX ELDER)

I, Linsey Nessen, the City Recorder of Tremonton, Utah, do hereby certify that the above and foregoing is a full and correct copy of Ordinance No.19-07, entitled “**AN ORDINANCE APPROVING THE DISSOLUTION OF THE TREMONTON CITY REDEVELOPMENT AGENCY #3**”. Adopted and passed by the City Council of Tremonton, Utah, at a regular meeting thereof on the 20th day of August 2019, which appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City this _____ day of _____, 2019.

Linsey Nessen, City Recorder

TREMONTON CITY
CITY COUNCIL MEETING
AUGUST 20, 2019

TITLE:	Discussion and consideration of adopting Resolution No. 19-42 approving Riley Buck Subdivision Development Agreement
FISCAL IMPACT:	None
PRESENTER:	Shawn Warnke, City Manager

Who, What & Why:

As authorized by 2.04.045 A. of the Tremonton City Land Use Development Code the City had administratively approved the Riley Buck Subdivision Development Agreement which was recorded in the Recorder's Office of Box Elder County. Except for Section 2 Special Conditions, all of the language and terms in the agreement is the standard agreement based upon the City Council previously approving a template subdivision development agreement. For this reason, I would suggest that the City Council pay particular attention to Section 2, which is pasted below for your convenience. Additionally, this subdivision was done under the lot split provision, and for this reason there is a notice entitled, *Notice of Future Connection to the Tremonton City Sanitary Sewer Collection System and Wastewater Treatment Plant and to Pay Cost of The Connection and Applicable City Fees*, which will be recorded in the the Box Elder County Records Office and will put future buyers on notice of this future obligation to connect to City utilities.

SECTION 2. SPECIAL CONDITIONS

A. Fee In Lieu Payments.

1. That the Developer make a fee-in-lieu payment of \$1,800.00 Sidewalk.

B. Secondary Water.

1. That the Developer provide to the City one half (1/2) share from Bear River Canal Company.

Attachments: Draft Resolution and Agreement

RESOLUTION NO. 19-42

A RESOLUTION OF TREMONTON CITY CORPORATION APPROVING THE RILEY BUCK 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 Riley Buck Subdivision 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 that a Subdivision Development Agreement is entered into between the City and the Developer.

NOW THEREFORE BE IT RESOLVED by the Tremonton City Council that the Riley Buck Subdivision Development Agreement is approved as attached in Exhibit "A."

Adopted and passed by the governing body of Tremonton City Corporation this 20th day of August 2019.

TREMONTON CITY
A Utah Municipal Corporation

By _____
Roger Fridal, Mayor

ATTEST:

Linsey Nessen, City Recorder

EXHIBIT "A"

Approved for use by Tremonton City Council Resolution No.18-09

RILEY BUCK SUBDIVISION SUBDIVISION DEVELOPMENT AGREEMENT

THIS SUBDIVISION DEVELOPMENT AGREEMENT (hereinafter "Agreement"), is made and entered into this 30 day of July, 2019, by and between the TREMONTON CITY, a body corporate and politic of the State of Utah, (hereinafter the "City") and RILEY BUCK, (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:

SUBDIVISION BOUNDARY - PART OF NW/4 SECTION 1, T 11 N, R 3 W, S1B&M

Beginning at the southwest corner of the Mark Hirschi Subdivision at a point 359.47 feet EAST along the Section Line (Basis of Bearing) and 436.85 feet SOUTH from the proportioned Northwest Corner of the Northeast Quarter of the Northwest Quarter of Section 1, Township 11 North, Range 3 West, said proportioned corner is 1323.76 feet East from the Northwest Corner of said Section 1; and running thence EAST 286.30 feet to the southeast corner of said subdivision and grantors east fenced boundary; thence SOUTH 252.95 feet along said boundary; thence WEST 286.30 feet; thence NORTH 252.95 feet to the point of beginning. Containing 1.66 Acres more or less.

60 FOOT WIDE ACCESS & UTILITY BASEMENT:

Beginning on the south right-of-way line of 12000 North Street at a point 359.47 feet EAST along the Section Line (Basis of Bearing) and 33.00 feet SOUTH from the proportioned Northwest Corner of the Northeast Quarter of the Northwest Quarter of Section 1, Township 11 North, Range 3 West, said proportioned corner is 1323.76 feet East from the Northwest Corner of said Section 1; and running thence SOUTH 300.00 feet to the Tremonton Corporate Limit line thence SOUTH 230.00 feet; thence WEST 60.00 feet; thence NORTH 230.00 feet to said Corporate Limit Line; thence NORTH 300.00 feet to said south line; thence EAST 60.00 feet to the point of beginning.

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, Construction Drawings and in full compliance with the standards and specification of the City, at the time of approval of the Final Plat, subject to a two (2) year time limitation from the date of approval of the Final Plat, which is in compliance with Title II, Chapter 2.05 of the Tremonton City Land Use and Development Code. In the event that the Developer commences or performs any construction pursuant hereto after the passage of two (2) years from the date of approval of the Final Plat, the Developer shall resubmit the Final Plat and documentation supporting a new guaranty bond to the City Engineer for reexamination. Pursuant to 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. **Culinary Water and Sewer Treatment Capacity.** The City, which includes the Tremonton City Culinary Water Authority and Tremonton City Sanitary Sewer Authority, does not reserve or warrant water capacity or sewer treatment capacity until the issuance of a building permit. Recording of the Final Plat, execution of this Agreement, and/or recording of any lot within the Development does not constitute a reservation or warranty for water capacity and/or sewer treatment capacity

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

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

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

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

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

I. **Financial Responsibilities of Developer.** Except as otherwise herein specifically agreed, the Developer agrees to install and pay for all water, sanitary sewer, and storm drainage facilities and appurtenances, and all streets, curbs, gutters, sidewalks, trails and other public

improvements required by this Development as shown on the Final Plat, Construction Drawings and other approved documents pertaining to this Development on file with the City.

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

K. **Inspection by City Officials.** The installation of all utilities shown on the Final Plat and Construction Drawings shall be inspected by the Engineering Department and/or Public Works Department of the City and shall be subject to such department's approval. The Developer agrees to correct any deficiencies in such installations 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.

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

M. **Developer Compliance with EPA and other Regulations.** The Developer specifically represents that to the best of its knowledge all property dedicated (both in fee simple and as easements) to the City associated with this Development (whether on or off-site) is in compliance with all environmental protection and anti-pollution laws, rules, regulations, orders or requirements, including solid waste requirements, as defined by the 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.

N. **City Ownership Rights.** The Developer acknowledges and agrees that the City, as the owner of any adjacent property (the "City Property") on which off-site improvements may be constructed, or that may be damaged by the Developer's activities hereunder, expressly retains (and does not by this Development Agreement waive) its rights as 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.

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

1. That the Developer make a fee-in-lieu payment of \$1,800.00 Sidewalk.

B. Secondary Water.

1. That the Developer provide to the City one half (1/2) share from Bear River Canal Company.

SECTION 3. MISCELLANEOUS

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

B. **Construction Site Waste.** The Developer shall, at all times, keep the public right-of-way free from accumulation of waste material, rubbish, or building materials caused by

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

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

D. Protection Strips and Undevelopable Lots. Developer covenants and warrants that they have not, or will not in the future, unlawfully divide real property in such a way that a parcel of property is created or left behind that cannot be developed according to the requirements of Tremonton City Land Use Ordinances, or other applicable laws. Examples of a parcel of property that is created or left behind that cannot be developed include, but are not limited to, spite strips or protection strips, which are parcels created or left for the sole purpose of denying another property owner access to their property, parcels with insufficient square footage, parcels with insufficient buildable area, parcels that do not meet the requirements of Tremonton City Land Use Ordinances, and parcels that do not abut on a dedicated street. When a Developer unlawfully divides property, the Developer agrees, as a remedy, to dedicate and otherwise deed ownership of these undevelopable parcels of land to the City, within thirty (30) days of the City's written request.

E. Consequences of Developer non-compliance with Final Plat and the Agreement. The Developer shall, pursuant to the terms of this Agreement, complete all improvements and perform all other obligations required herein, as such improvements or obligations may be shown on the Final Plat and Construction Drawings, or any documents executed in the future that are required by the City for the approval of an amendment to the Final Plat or the Agreement, and the City may place liens on vacant lots still owned by the Developer and or withhold such building permits and certificates of occupancy as it deems necessary to ensure performance in accordance with the terms of the Agreement.

F. No Waiver of Regulation(s). Nothing herein contained shall be construed as a waiver of any requirements of the City Code or the Utah Code Annotated, in its current form as

of the date of approval of the Final Plat, and the Developer agrees to comply with all requirements of the same.

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

H. **City Council Budgetary Discretion.** All financial obligations of the City arising under this Agreement that are payable after the current fiscal year are contingent upon funds for the purpose being annually appropriated, budgeted and otherwise made available by the Tremonton City Council, in its discretion.

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

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

K. **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: Daines & Jenkins, LLP
108 North Main Street
Logan, UT 84321

If to the Developer: Riley Buck
1501 North 2090 West
Clinton, Utah 84015

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 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.

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 Agreement as independent Parties and that the same is in all respects an "arms-length" transaction.

U. 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.

V. 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.

W. 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.

X. 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.

Y. **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: [Signature]
Mayor, Tremonton City

ATTEST:

[Signature]
City Recorder

APPROVED AS TO CONTENT:

[Signature]
City Engineer



APPROVED AS TO FORM:

[Signature]
City Attorney

DEVELOPER:

By: [Signature]
Print Name: RILEY BUCK

By: _____

OWNER:

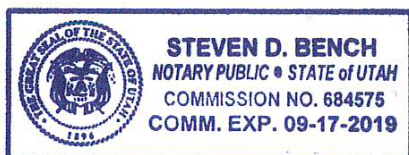
By: [Signature]
Print Name: RILEY BUCK

By: _____

Developer/Owner Acknowledgment

State of Utah)
§
County of BOX ELDER)

On this 30 day of July, in the year 2019, before me STEVEN D. BENCH
a notary public, personally appeared RILEY BUCK,
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.



[Signature]
Notary Public

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

State of Utah)

§

County of BOX ELDER)

On this 30 day of July, in the year 2019, before me STEVEN D. BENCH
a notary public, personally appeared ROGER FRIDAL,
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.



[Signature]
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.

Approved for use by Tremonton City Council Resolution No.18-09

EXHIBIT "C" PLAT MAP

Development Agreement Page 17 of 17

RECEIVED

AUG 08 2019

After recording, please return to:
Tremonton City
102 South Tremont Street
Tremonton, UT 84337

TREMONTON CITY

NOTICE OF FUTURE CONNECTION TO THE TREMONTON CITY SANITARY SEWER COLLECTION SYSTEM AND WASTEWATER TREATMENT PLANT AND TO PAY COST OF THE CONNECTION AND APPLICABLE CITY FEES

Notice of future connection to the Tremonton City Sanitary Sewer Collection System and Wastewater Treatment Plant and the payment of cost to connect and payment of applicable City fees is hereby provided on the following described parcel (herein after referred to as "Property"):

SUBDIVISION BOUNDARY - PART OF NW/4 SECTION 1, T 11 N, R 3 W, S1&2M

Beginning at the southwest corner of the Mark Hirschi Subdivision at a point 359.47 feet EAST along the Section Line (Basis of Bearing) and 436.85 feet SOUTH from the proportioned Northwest Corner of the Northeast Quarter of the Northwest Quarter of Section 1, Township 11 North, Range 3 West, said proportioned corner is 1323.76 feet East from the Northwest Corner of said Section 1; and running thence EAST 286.30 feet to the southeast corner of said subdivision and grantors east fenced boundary; thence SOUTH 252.95 feet along said boundary; thence WEST 286.30 feet; thence NORTH 252.95 feet to the point of beginning. Containing 1.66 Acres more or less.

60 FOOT WIDE ACCESS & UTILITY EASEMENT:

Beginning on the south right-of-way line of 12000 North Street at a point 359.47 feet EAST along the Section Line (Basis of Bearing) and 33.00 feet SOUTH from the proportioned Northwest Corner of the Northeast Quarter of the Northwest Quarter of Section 1, Township 11 North, Range 3 West, said proportioned corner is 1323.76 feet East from the Northwest Corner of said Section 1; and running thence SOUTH 300.00 feet to the Tremonton Corporate Limit line thence SOUTH 230.00 feet; thence WEST 60.00 feet; thence NORTH 230.00 feet to said Corporate Limit Line; thence NORTH 300.00 feet to said south line; thence EAST 60.00 feet to the point of beginning.

WHEREAS, the Property is within the incorporated limits of Tremonton, Utah and is subject to Land Use Controls of Tremonton City; and

WHEREAS, Tremonton City's Land Use Ordinances require that public improvements be constructed at the time of subdivision which include, but is not limited to, requiring that homes be connected to the City's Sanitary Sewer Collection System and Wastewater Treatment Plant; and

WHEREAS, on June 21, 2016 the City Council adopted Ordinance No. 16-14 Lot Splits, which is an alternative subdivision process for the remote areas within the incorporated limits of Tremonton City, that allows subdivision of property, when the property meets certain standards, without being subject to all the required improvements contained within the City's standard process for subdivision; and

WHEREAS, the Property was subdivided through Ordinance No. 16-14 Lot Splits; and

WHEREAS, one of the standards contained within Ordinance No. 16-14 Lot Splits is that the Property Owner must acknowledge and provide recorded notice to successors in interest addressing the required future connection to the City's Sanitary Sewer Collection System and Wastewater Treatment Plant, which includes the future payment of connection and impact fees paid at the time of connection; and

WHEREAS, Utah Code 10-8-38(1)(b)(i) enables cities to require connection to the Sanitary Sewer Collection Systems when a property is within 300 feet of a Sanitary Sewer Collection System; and

WHEREAS, Tremonton City's Revised Ordinance Book 14-220 states the following:

"It shall be unlawful for the owner or other person having charge of or occupying any real property, with any building used for human occupancy on it and with any part of the property line of which is within three hundred feet (300') of a public sewer then in existence and used in the City, to construct or permit to be constructed or to use, or to permit to be used, any privy vault, septic tank or cesspool connection with such building. Each such owner or other person shall, within sixty (60) days after having been given notice by the City that public sewer is available within three hundred feet (300') of such property line and ready to receive connections, cause such building to be connected with said sewer and it shall thereafter be unlawful for such owner or other person to have the plumbing in such building remain unconnected to the public sewer or to maintain or use or permit to exist any privy vault, septic tank or cesspool to which said building is connected or which is used by the occupant thereof. Whenever public sewer is available to receive connections therewith, the City Manager, or other City official shall cause appropriate notice to be served upon the owner, agent, or other person having charge of or occupying all property coming within scope of this section, that said public sewer is ready to receive connections therewith and then all plumbing must be connected with such sewer.

Whenever the owner, agent or other person having charge of or occupying any property coming within the scope of this section has been properly notified to make connection with an available public sewer and has not made or caused to be made such connection, or when such connection has been made but the connection and/or service charges therefore have not been paid, water and/or sewer service to such premises may be discontinued..."

WHEREAS, notice is hereby given to successors in interest of the requirement to connect to the City's Sanitary Sewer Collection System and Wastewater Treatment Plant and to pay cost of connection and applicable City fees by virtue of recording this document in the Box Elder County Recorder's Office, to cause this notice to appear on the title of the Property.

NOW THEREFORE, the Property Owner, or its successors, acknowledge and covenant to: 1) connect to the City's Sanitary Sewer Collection System and Wastewater Treatment Plant within sixty (60) days after having been given notice by the City that public sewer is available within three hundred feet (300') of the Property and is ready to receive connections; and 2) to pay the cost to connect to the City's Sanitary Sewer Collection System and Wastewater Treatment Plant, including payment of all applicable City fees, which includes, but is not limited to, cost of construction to connect, connection fees, impact fees.

Additionally, any future successors in interest in this Property are **HEREBY PLACED ON NOTICE** of the requirements to: 1) connect within sixty (60) days after having been given notice by the City that public sewer is available within three hundred feet (300') of the Property and is ready to receive connections; and 2) to pay the cost to connect to the City's Sanitary Sewer Collection System and Wastewater Treatment Plant, including payment of all applicable City fees, which includes, but is not limited to, cost of construction to connect, connection fees, impact fees.

WITNESS, the hands of said property owner, this 8 day of AUG, 2019.

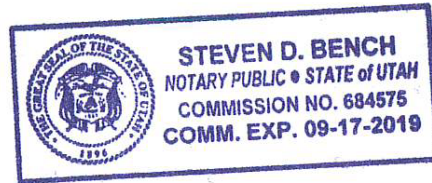
Property Owner

Riley Buck
Riley Buck

STATE OF UTAH)
 :SS.
County of Box Elder)

On the 8 day of AUGUST, 2019, personally appeared before me Riley Buck the signer of the within instrument, who duly acknowledged to me that he executed the same.

Steven D. Bench
Notary Public



TREMONTON CITY
CITY COUNCIL MEETING
AUGUST 20, 2019

TITLE:	Discussion and consideration of approving a Special Event Permit for a "Non-Profit Organization Day" a Community Event at Shuman Park on September 14, 2019
FISCAL IMPACT:	
PRESENTER:	Marc Christensen, Community Services Director

BACKGROUND:

Who & What: Kiyo Gordon submitted an application on August 8, 2019, to be considered for approval to host a special event for the community. The event is a Non-Profit Organization Day at Library Park.

When: Saturday, September 14, 2019
Noon -9:00 pm

Where: Shuman Park

Other Info.:

Activities to include:

- DJ with music
- Food Booths
- Car Show – (Would like to close off 200 N between Tremont and 100 East)
- Resource Booths
- Bounce House – (Luv'n 2 Jump – has insurance and has listed Tremonton as additional insured)

Objective – Fun, free day at the park. Food trucks and smaller non-profit organizations gathering to share their info with our citizens in our town. Smaller non-dominant organizations; New Hope Crisis Center, Suicide Awareness Coalition, B.E. Breast Cancer Coalition, My Discovery Destination, Soup Kitchen, Food Pantry, Habitat for Humanity, Box Elder S.A.N.E. Leche League, Operation Give Warmth, Box Elder Soap2Hope.

Any questions call Kiyo Kidman Gordon at 435-282-4128

Attachments: Submitted Application sent on August 8, 2019 (Special Event Ordinance – Non Profit Event.pdf)

Special Event Application for Tremonton City

Today's Date: Aug 8, 2019

Name: Kiyo (Kidman) Gordon

Phone Number: 435) 282-4128

Email: Kiyokid4224@gmail.com

Submit to: Marc Christensen, Tremonton City Community Services Director mchristensen@tremontonciv.com

EVENT INFORMATION

Date: Sat. Sept 14

Time: noon - 9 or so (for cleanup)

Duration: 1 day

Anticipated number of Attendees: -no idea- however many we can pack in

Location: Tremonton City Library Park

Type of Event: Non profit organization Day FREE FOR ALL

Schedule of Events: food trucks (1 or 2 lunch time) (2 dinner time) 1-4
DJ, Bounce House

Liability Insurance Coverage: _____

Measures taken to protect and preserve the public's health, safety and welfare: Can that street 2nd N. be closed by any chance (between library / Rudds)

Additional Information: please see other page for explanations

****Please attach any flyers of the event** haven't made any yet - waiting to firm up dates / times & nonprofit groups coming.

Non Profit Organization Day / Food Trucks (most locally operated)

- Objective - fun, free day at the park ☺ Food trucks & smaller nonprofit organizations gathering to share their info w/ our citizens in our town. (smaller, non-dominant org)
New Hope Crisis Center, Suicide Awareness Coalition, BE. Breast Cancer coalition
My Discovery Destination, Soup Kitchen, Food Pantry, Habitat for Humanity
Box Elder S.A.N.E. Leleche League, Operation Give Warmth, Box Elder Family Support
Scap2hope, just to name a few.

Food trucks: through the day there will be 4 diff trucks.
(not a lot of local options - Katiana papusas, Fry Me to the Moon
Teila's Luau, Marquesas Corn Dogs) Kettle Corn of Utah, Moon

DJ-Ryan Adams (local)
Bounce House (Christy Nessen anderson (local) HAS INSURANCE)

I am working on Mascots for Miracles as well (they may bring showy cars/bikes up.

* Inquiring about closing 2nd N. for the event so we can park food trucks, cars, bikes on that street and not worry about traffic and people "meeting unpleasantly" *

Any questions please feel free to call me 435)282-4128

TREMONTON CITY
CITY COUNCIL MEETING
AUGUST 20, 2019

TITLE:	Discussion and consideration to surplus Parks and Recreation Truck 51 - a 2001 White, Ford F-150 (VIN # 1FTRX18L31NA24319 mileage 129,226) and Truck 342 – a White, Chevy Silverado (VIN# 1GCEK19B65Z256916 mileage 206,065).
FISCAL IMPACT:	Unknown revenue to General Fund Trucks 342 and 51 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)
PRESENTER:	Marc Christensen

RECOMMENDATION:

I move that the City Council approve the disposal of truck 342 and truck 51, that the vehicles be put up for bid and that the city accepts the highest bid for the sale of the aforementioned vehicles.

BACKGROUND:

Vehicle 51 is a 2001 Ford F-150 Truck. It was initially a truck owned by the Building Department and was handed down to the Parks and Recreation Department in the mid-2000s. It has been used as the Recreation Coordinator's truck and a part-time parks truck. In July of 2019, the Parks Department purchased a truck. This has helped the department upgrade the truck fleet, and currently fulfills the needs of the department without truck 51. Truck 51 has other significant mechanical issues such as a spark plug that has blown through the block. We do not feel that it is worth putting the money into it to maintain and repair it.

Vehicle 342 is a 2005 Chevy Silverado Truck. It was originally purchased used by the Parks Department in 2009. It has been used as the Parks Superintendent's truck. In July of 2019, the Parks Department purchased a truck. This has helped the department upgrade the truck fleet, and currently fulfills the needs of the department without truck 342. Truck 342 has other significant mechanical issues such as a failing front end and rear end. We do not feel that it is worth putting the money into it to maintain and repair it.

Attachments: Pictures of trucks 342 and 51



TREMONTON CITY
CITY COUNCIL MEETING
AUGUST 20, 2019

TITLE:	Discussion and consideration on Awarding Bid for a new lease for a new Front-End Loader.
FISCAL IMPACT:	Budgeted Amount \$20,000.00
PRESENTER:	Paul Fulgham, Tremonton City Public Works Director

Prepared By:

Paul Fulgham
Public Works Director

RECOMMENDATION:

Lease a John Deere 544K Front End Loader from Honnen Equipment on a 4-Year Lease 1000 hours/year for **\$16,177.79**.

BACKGROUND:

We are in need of updating our Front-End Loader, which is used in the Composting Operation within our Wastewater Treatment Operations. Our current Front-End Loader is used 5-days a week with an average of 3 – 4 hours a day (1000-hours/year), stacking, turning and loading compost along with keeping our wood pile pushed up.

5-years ago Tremonton City entered into a lease from Honnen Equipment for a Front-End Loader, we have come to the end of the lease and need to get a newer piece of equipment.

BIDDERS NEW LOADER PURCHASED OUT RIGHT:

- Honnen Equip. – John Deer 544L – **\$145,000.00**
- Century Equip. – Case 621G – **\$162,969.00**

BIDDERS LEASE OPTIONS FOR LOADER:

- Honnen Equip. – John Deer 544L (4 - Year Lease) - **\$16,177.79 / Year**
- Century Equip. – Case 621G (3 – Year Lease) - **\$39,110.74 / Year**
- Century Equip. – Case 621G (5 – Year Lease) - **\$29,322.13 / Year**

Attachments:

1. Front End Loader Bid Comparison Sheet

Front End Loader Bid Comparison Sheet

Equipment	Century Equipment	Century Equipment	Century Equipment	Honnen Equipment	Honnen Equipment
Option A:	New	New	New	New	New
Used Front End	Case 621G	Case 621G	Case 621G	John Deere 544L	John Deere 544L
Hours	0 Hrs.	0 Hrs.	0 Hrs.	0 Hrs.	0 Hrs.
Year				2019	2019
Horse Power	162 hp	162 hp	162 hp	163 hp	163 hp
Bucket Size	3.0 Yards	3.0 Yards	3.0 Yards	3.0 Yards	3.0 Yards
	\$162,969.00			\$145,000.00	\$145,000.00
Total	\$162,969.00			\$145,000.00	\$145,000.00
	Government Bid	Governmental Lease	Governmental Lease	Government Bid	Governmental Lease
		3-Year	5-Year		4-Year
		1000 Hrs./Year	1000 Hrs./Year		1000 Hrs./Year
		\$39,110.74	\$29,322.13		\$16,177.79
		Buy at end of lease for \$66,627.36 or continue lease or leases a new piece of equipment.	Buy at end of lease for \$53,672.04 or continue		Buy at end of lease for \$115,831.63 or continue lease or leases a new piece of equipment.

Budgeted Amount \$20,000

TREMONTON CITY
CITY COUNCIL MEETING
August 20, 2019

TITLE:	Review of Calendar and Review of Past Assignments
FISCAL IMPACT:	Not applicable
PRESENTER:	Shawn Warnke, City Manager or Linsey Nessen, City Recorder

Calendar Items:

Open House

August 29, 2019

Tremonton City Public Works Facility

300 East 1200 South

Tremonton City will be discussing the New Secondary Water System

There will be two sessions:

The Time will be: 5:00 PM – 6:30 PM and 6:30 PM - 8:00 PM

The presentation will last 45 – 60 minutes with a Question and Answer period at the end.

Topics that will be discussed:

- The necessity for using secondary water
- Timing of secondary projects
- Secondary project areas
- Secondary water rates
- Sprinkler System Components & Retrofitting
- The importance of Cross Connection Control and Preventing the Backflow of secondary water into our culinary water system

If possible, RSVP to Tremonton City at 435-257-9500. An RSVP is not required to attend the meeting.

2019 ULCT Annual Convention, September 11-13, 2019 in Salt Lake City. The Utah League of Cities and Towns Conference will provide ideas about new methods and opportunities. ULCT Conference has wonderful lineup of speakers and presentations, and enjoy fantastic entertainment (Please see schedule which is attached schedule for more information).



8:30 am - 4:15 pm Urban Plan Workshop– Urban Land Institute

Lunch included

10:00 am - 1:00 pm Strategic Leadership for Elected Officials

Lunch Included

Wednesday, September 11 Annual Convention - “Another Point of View”

8:45 am - 10:15 am **Conference Kickoff Session**

Governor Gary Herbert remarks

Forum Discussion: Tech Talk- “The Path to the Future”

10:15 am - 12:15 pm UMAA Annual Meeting

10:30 am - 11:10 am **Sponsor Solutions**

Comcast: TBD

GSBS: Finding a Workable Sustainability Strategy for Your City

UAMPS: Small Cell Towers- What You Need to Know

Zions Public Finance: Private Partnerships

Executech: Are You Cyber Safe?

Select Health: Revolutionary Healthcare

11:15 am - 12:00 pm **Sponsor Solutions**

Home Serve: Why Vulnerable Populations Need Compassionate Cities

11:15 am - 12:00pm **Sponsor Solutions continued**

Water Banking Legislative Preview

Utopia: Fiber Connected Future

Lewis Young Burningham & Robertson:

Tools to Stimulate and Manage Growth

URMMA: Public Safety Risk Management-

Ethics and Regulatory Compliance

Downtown Redevelopment Solutions: Community Revitalization Toolbox

12:15 pm - 1:45 pm **Lunch and Keynote Address:** Andrew Card

"Challenges, Choices, and Change"

2:00 pm - 4:00 pm **Mobile Tour:**

(3 sessions)

Tiny Home at City Creek and Regent Revitalization Tour

2:00 pm - 3:00 pm Smart Transportation: The Future UDOT

"Recycling, the New Reality"

ULCT Caucuses:

Rural Hub and Resort, Rapid Growth, Established Mid-Size

3:15 pm - 4:15 pm **Sponsor Solutions**

Utah Local Governments Trust: Risk Management

Prep 60: Conserving for the Future and Model ordinances

Smart Cities - New Technology for Utah

Talent Acquisition & Retention/Labor & Employee Relations

ULCT Caucuses:

Traditional Rural , 1st & 2nd Class Cities

6:00 pm - 9:00 pm **ULCT-RSL Night**

RSL v. San Jose Quakes, Rio Tinto Stadium, Sandy

Tailgate starts at 6:00 pm, Game at 7:30 pm

- 8:30 am - 10:30 am **Keynote Speaker:** Joe Minicozzi
"What's in Your City's Wallet"- Asset Inventory
- 10:45 am - 11:50 am Initiative and Referendum training for Clerks
UAPT Annual Meeting
Q&A follow up with Joe Minicozzi
Get Centered! Modernizing the concept of main streets and downtowns
For today's Utah
Saving the Farm and your Community Character, Too
The New State Standards for Your General Plan: Growth, housing,
and transportation
Local Implications of Utah's New Statewide Transportation Vision
Rural Resources: How do you get help in small towns?
- 12:00 pm—1:45 pm **Lunch and Keynote Speaker:** "Public Detox"
Dave Biggs ,Metro Quest
- 2:00 PM - 5:00 PM **Mobile Tour:** UTA/UDOT Autonomous Vehicle Rides
(Tours begin every 30 minutes)
- 2:00 pm—3:00 pm The Nitty-Gritty of TOD and Centers implementation:
Parking, policies, and infrastructure
Transforming Your City into a Bicycling/Walking Mecca
How to Have Productive Conversations About Handling Growth
The Changing Tide of Financing in Utah
Budgeting for Small Towns
- 2:00 pm—4:30 pm UCMA
GRAMMA Training for Clerks and Recorders
WFRC Tech Center Data for your City
Rural Roundup Open House (2-4pm)

Thursday, September 12 continued Annual Convention “Another Way”

- 3:15 pm—4:15 pm Lessons Learned from the "Big Development" Referendum
Parks and Open Space: Planning for another million people?
Housing for Everyone: Encouraging quality affordable housing in your community
Utah County— Planning streets like Brigham Young did?!
- Capital Improvement Plans (CIP) for Small Towns
Leadership Strategies for Elected Officials
- 5:30 pm—7:30 pm **Mobile Tour:** Jordan River Float and Picnic
Pre-registration required, limited to 25 participants

Friday, September 13 Annual Convention “Another Path”

- 8:15 am—10:45 am **ULCT Business Session/ State of the Cities Address**
- 11:00 am—12:15 pm Mental Health - is it a City Initiative? Learn how it can be
Appeal Authority Training for Elected Officials
Step by Step: Fostering Active, Healthy, Connected Communities:
Move Utah
Economic Development Ready Communities: EDCU
Water Lessons from Israel
Taxes are certain. What to expect this year
Briefing on Marijuana Laws in Utah
- 12:30 pm—2:00 pm **Lunch and Community Champions Presentation**
- 2:15 pm—3:30 pm Annual training for officials OPMA/GRAMA : Dave Church
Women In Local Government: Susan Madsen
- 2:00 pm—3:30 pm **Mobile Tour:** “Project Open” Mixed Use Housing Tour
- 5:00 pm— 6:00 pm **President’s Banquet**
- 7:00 pm **Exclusive Performance with Don Felder**, formerly of the Eagles