Tremonton City Corporation
City Council Meeting
August 18, 2020
Meeting to be held at
102 South Tremont Street
Tremonton, Utah

CITY COUNCIL WORKSHOP AGENDA

6:00 p.m.

1. Review and discussion on the expansion of the secondary water system including, but not limited to, the discussion of the possibilities of bonding for the construction of additional improvements and fixed based meter reading
2. Review of items listed on the 7:00 p.m. agenda
3. ***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***

Please note that any agenda item listed on the 6:00 p.m. City Council Workshop may be discussed in the 7:00 p.m. City Council Meeting

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 4, 2020

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. Years of Service Award
   a. Rusty Scoffield, Public Works Lead – 25 Years

8. Presentations:
   a. Update on Box Elder Chamber of Commerce and request for a financial contribution for Fiscal Year 2021- Monica Holdaway, Executive Director

9. City Council Business
   a. Discussion and consideration of adopting Resolution No. 20-33 directing City staff to notify and change the water rates for residents within Service Areas 1 and 2 that have had a secondary water lateral stubbed into their property in excess of one (1) year but have elected not to use their secondary water system, the change in water rate is in accordance with the City Consolidated Fee Schedule
   b. Discussion and consideration of adopting Resolution No. 20-34 approving an aging services contract for Fiscal Year 2021 between Bear River Association of Goverments' Area Agency on Aging and Tremonton City
   c. Discussion and consideration of adopting Resolution No. 20-35 ratifying a land acquisition transaction between Tremonton City and Buttars Holding LLC for Tremonton City's purchase of land for the future expansion of 1650 West Collector Road
   d. Discussion and consideration of adopting Resolution No. 20-36 approving the River Valley Self Storage Site Plan, Phase 1 Development Agreement
   e. Discussion and consideration of approving a Special Event Permit for a Ryan Shupe Concert & Dinner at Jeanie Stevens Park, August 25, 2020, from 8:00 p.m. - 10:00 p.m.

10. Calendar Items and Previous Assignment
    a. Review of calendar
    b. Review of past assignment

11. Reports & Comments:
    a. City Manager Reports and Comments
       1. Update on Fire Department Calls for Calendar Year 2020
    b. Development Review Committee Report and Comments
    c. City Department Head Reports and Comments
    d. Council Reports and Comments

12. ***CLOSED SESSIONS:***
    a. Strategy session to discuss the purchase of real property when public discussion of the transaction would disclose the appraisal or estimated value of the property under consideration or prevent the public body from completing the transaction on

the best possible terms; and/or

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

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

d. Discussions regarding security personnel, devices or systems

13. Adjournment

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

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

Notice was posted August 14, 2020 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 14, 2020.

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Linsey Nessen, CITY RECORDER

TREMONTON CITY
CITY COUNCIL MEETING
AUGUST 18, 2020

TITLE:	Discussion and consider Tremonton City Growth and the possibility of future Secondary Water Projects.
FISCAL IMPACT:	1. 2021 Projects – Expand SA 2, SA 4 Pump Station- $623,000 2. 2022 Projects – SA 5 - $2,854,000, 3. 2023 Projects – SA 6 - $3,506,000
PRESENTER:	Paul Fulgham, Tremonton City Public Works Director

Prepared By:

Paul Fulgham
Public Works Director

RECOMMENDATION:

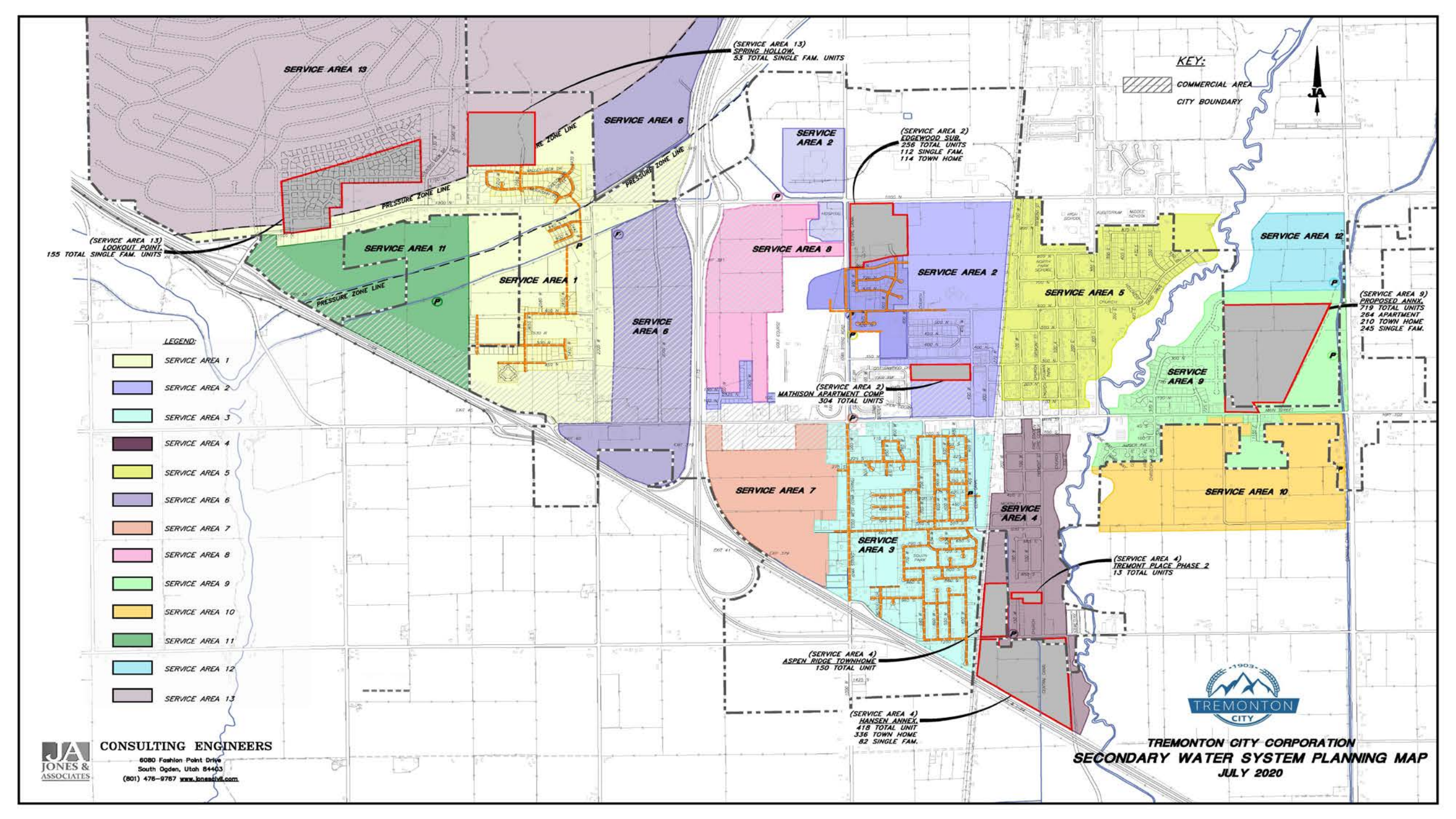
Discuss growth in Tremonton City and Recommend future Secondary Water Projects for the City to keep up with demand as growth is happening.

BACKGROUND:

Attachments:

1. Secondary Water Expansion Presentation

Tremonton City Growth and Tremonton City Secondary Water System

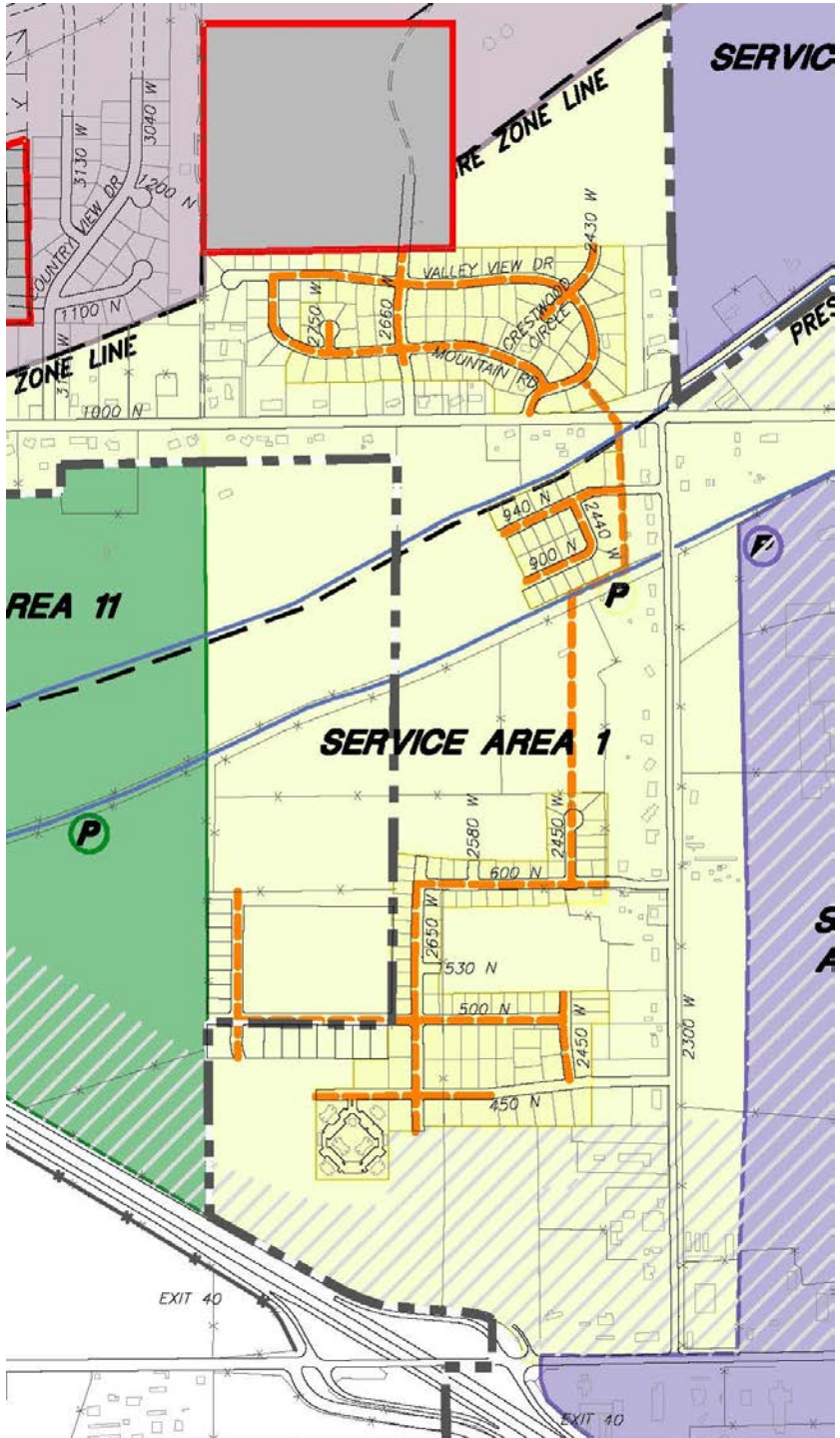

SERVICE AREA 13
(SERVICE AREA 13)
SPRING HOLLOW,
53 TOTAL SINGLE FAM. UNITS
SERVICE AREA 6
SERVICE AREA 2
(SERVICE AREA 2)
EDGEWOOD SUB,
256 TOTAL UNITS
112 SINGLE FAM.
114 TOWN HOME
PRESSURE ZONE LINE
PRESSURE ZONE LINE
PRESSURE ZONE LINE
(SERVICE AREA 13)
LOOKOUT POINT,
155 TOTAL SINGLE FAM. UNITS
SERVICE AREA 11
SERVICE AREA 1
SERVICE AREA 6
SERVICE AREA 8
SERVICE AREA 2
SERVICE AREA 5
SERVICE AREA 12
(SERVICE AREA 9)
PROPOSED ANNX,
719 TOTAL UNITS
264 APARTMENT
210 TOWN HOME
245 SINGLE FAM.
(SERVICE AREA 2)
MATHISON APARTMENT COMP
304 TOTAL UNITS
SERVICE AREA 9
SERVICE AREA 7
SERVICE AREA 4
SERVICE AREA 3
SERVICE AREA 10
(SERVICE AREA 4)
TREMONT PLACE PHASE 2
13 TOTAL UNITS
(SERVICE AREA 4)
ASPEN RIDGE TOWNHOME
150 TOTAL UNIT
(SERVICE AREA 4)
HANSEN ANNEX,
418 TOTAL UNIT
336 TOWN HOME
82 SINGLE FAM.
KEY:
COMMERCIAL AREA
CITY BOUNDARY
LEGEND:
SERVICE AREA 1
SERVICE AREA 2
SERVICE AREA 3
SERVICE AREA 4
SERVICE AREA 5
SERVICE AREA 6
SERVICE AREA 7
SERVICE AREA 8
SERVICE AREA 9
SERVICE AREA 10
SERVICE AREA 11
SERVICE AREA 12
SERVICE AREA 13
CONSULTING ENGINEERS
6080 Fashion Point Drive
South Ogden, Utah 84403
(801) 476-9767 www.jonesaivil.com
TREMONTON CITY CORPORATION
SECONDARY WATER SYSTEM PLANNING MAP
JULY 2020

Completed Secondary Projects

Service Area 1 (phase 2) – will be serving 151 existing Units and Spring Acres Storm Drain Basin.

June 2018 - December 2018

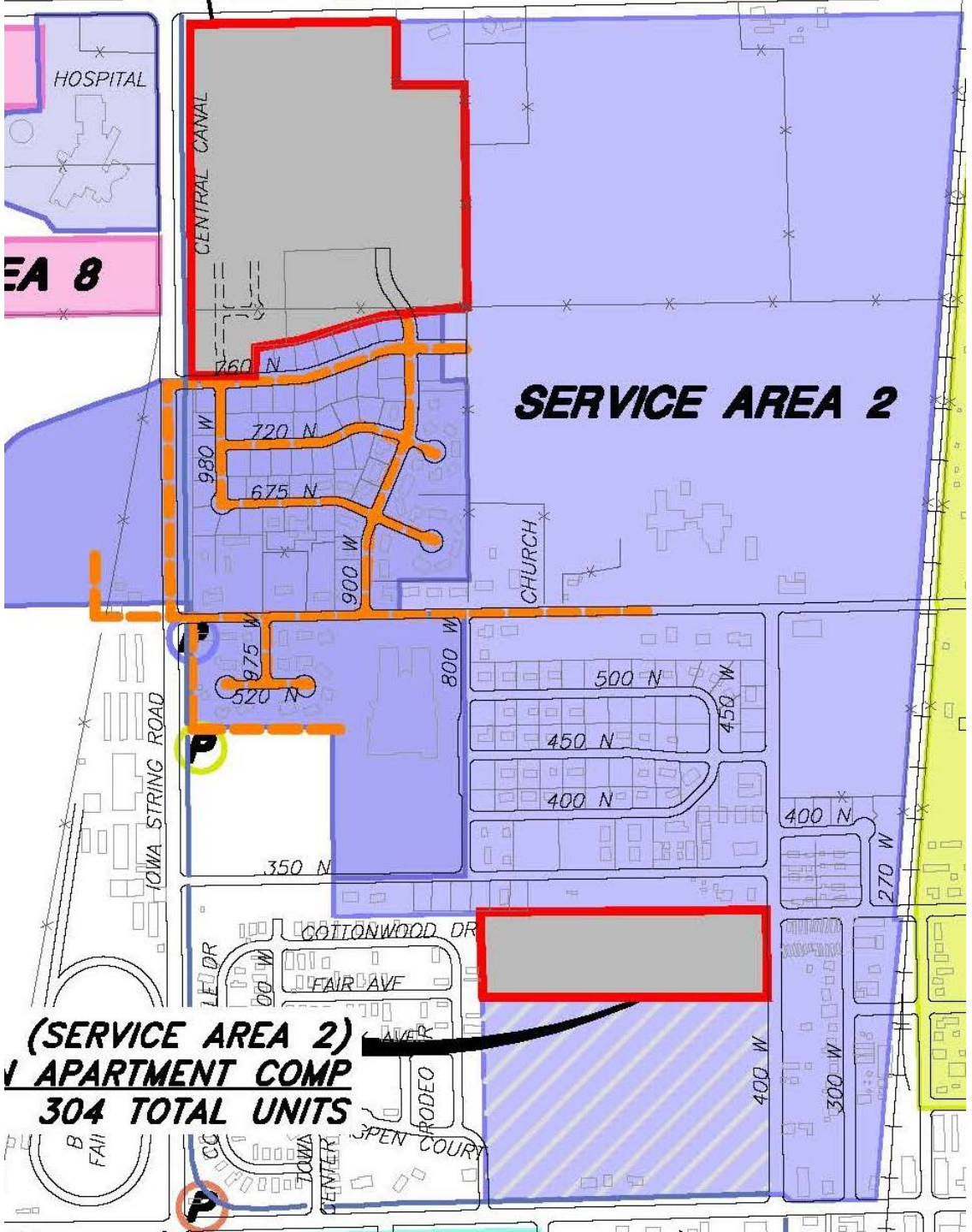
Cost - $321,123



Service Area 2 (phase 2) – will be serving 70 existing Units and Jeanie Stevens Park and the Harris Middle School.

June 2018 - December 2018

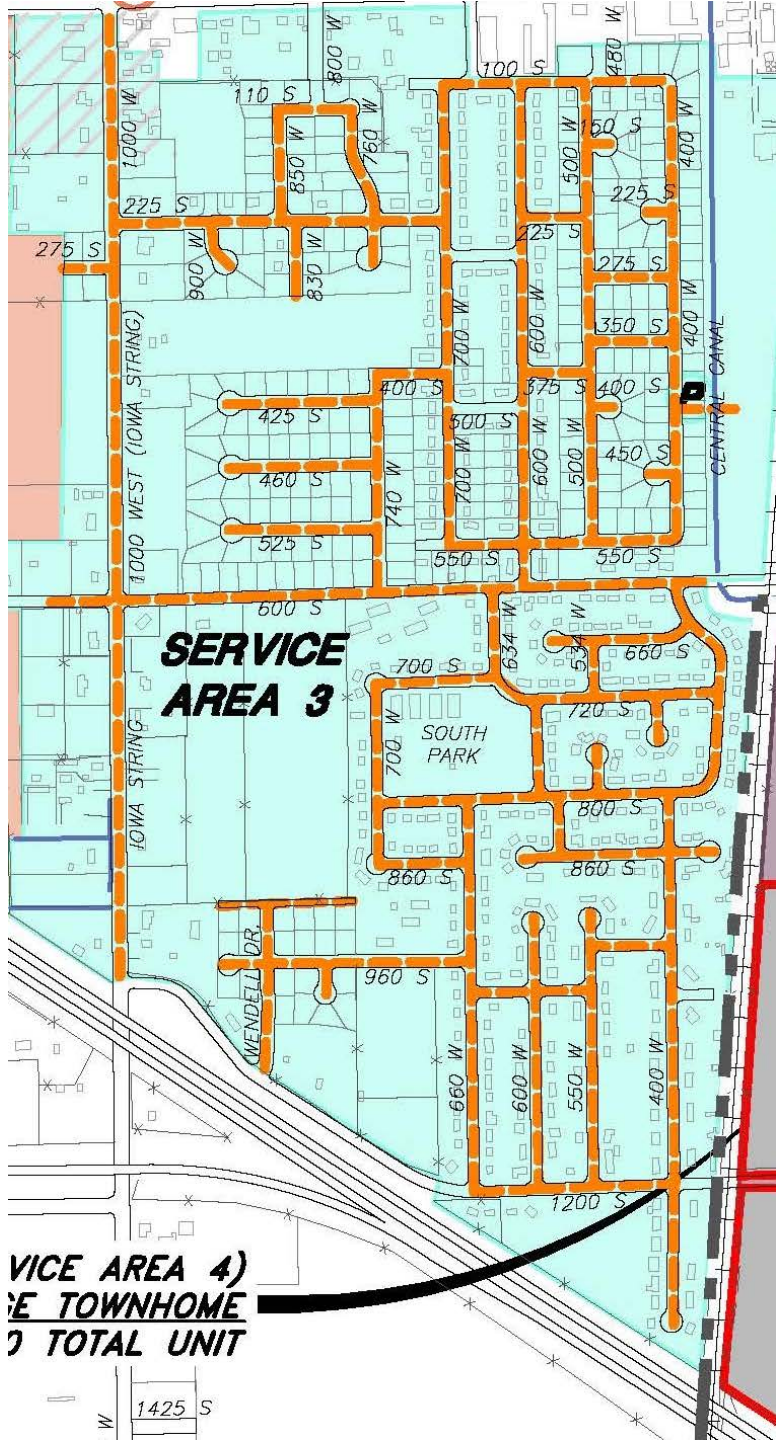
Cost - $465, 373



Service Area 3 – will be serving 637 existing Units.

April 2019 - May 2020

Cost - $2,962,778



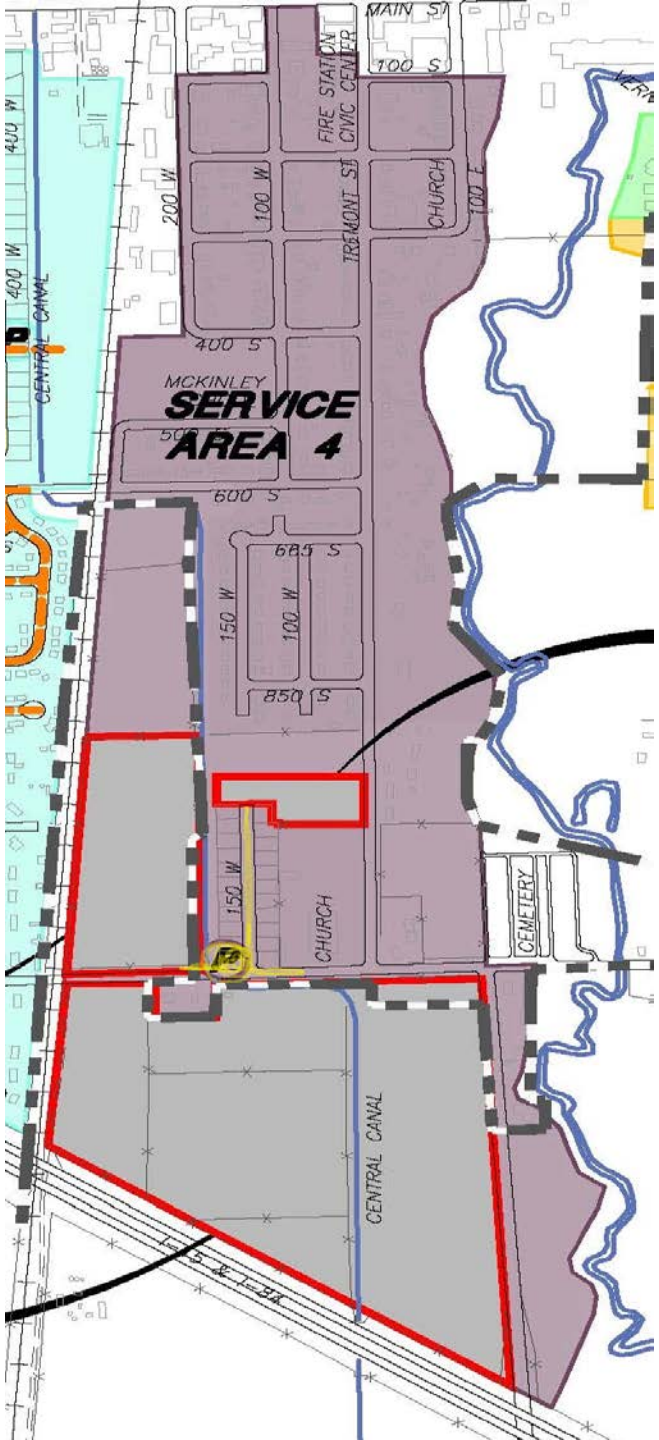
Proposed Secondary Projects

Propose Project

Service Area 4 (phase 1 pump station) – will serve 22 existing Units and the Tremonton South Stake Center and 551 future Units.

Budget Year 2020 – 2021

Estimated Cost - $358,380

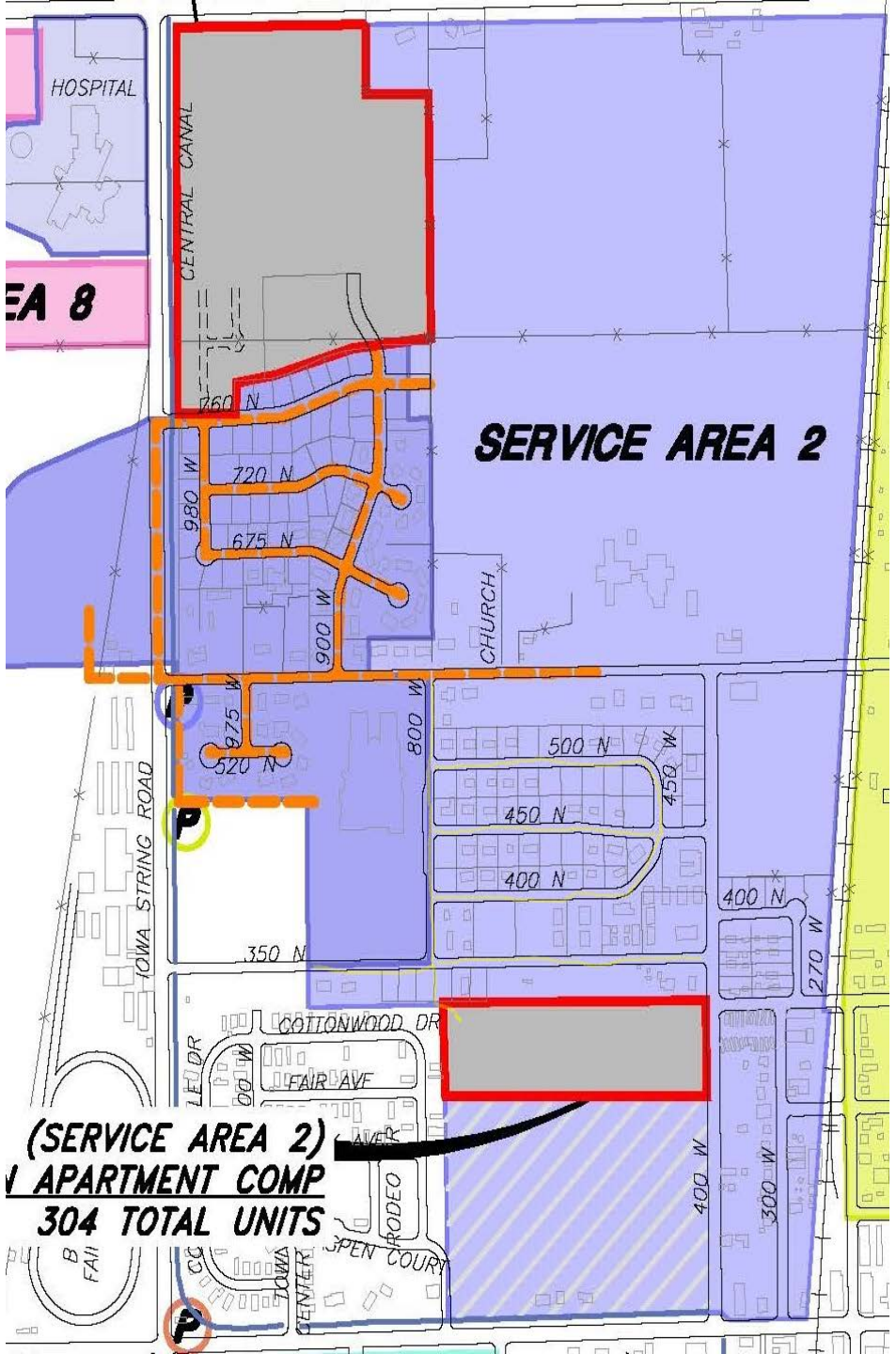


Proposed Project

Service Area 2 expansion – will serve 53 SF Units, 162 town homes/4-plex Units, Harris Park and 350 North Storm Drain Basin and 302 future Units in the Mathison Apartment Complex.

Budget Year 2020 – 2021

Estimated Cost - $264, 210

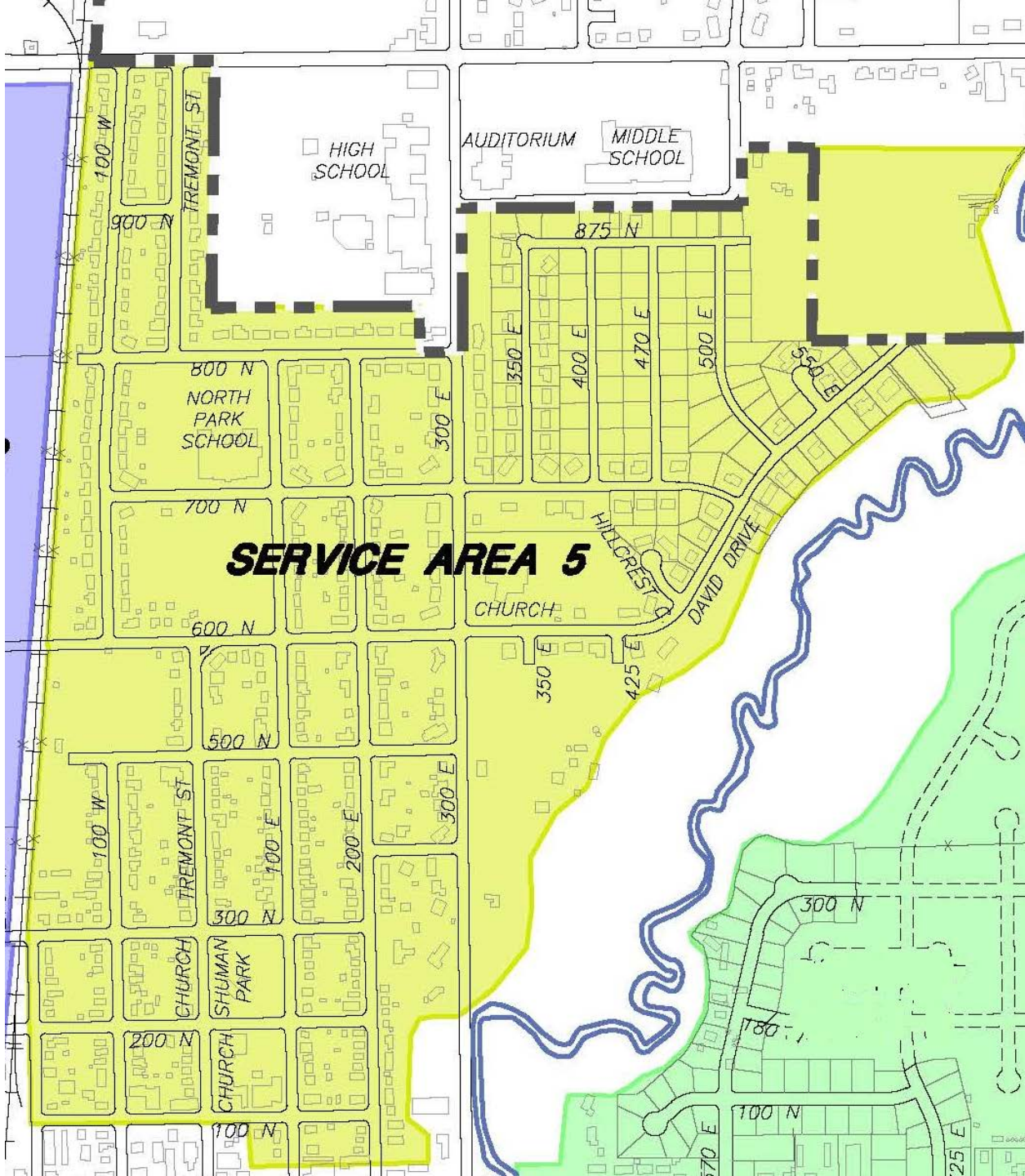


Proposed Project

Service Area 5 – will serve 513 existing Units including North Park School, parts of North Park, Library/Shuman Park & 1st Ward Church.

Budget Year 2021 – 2022

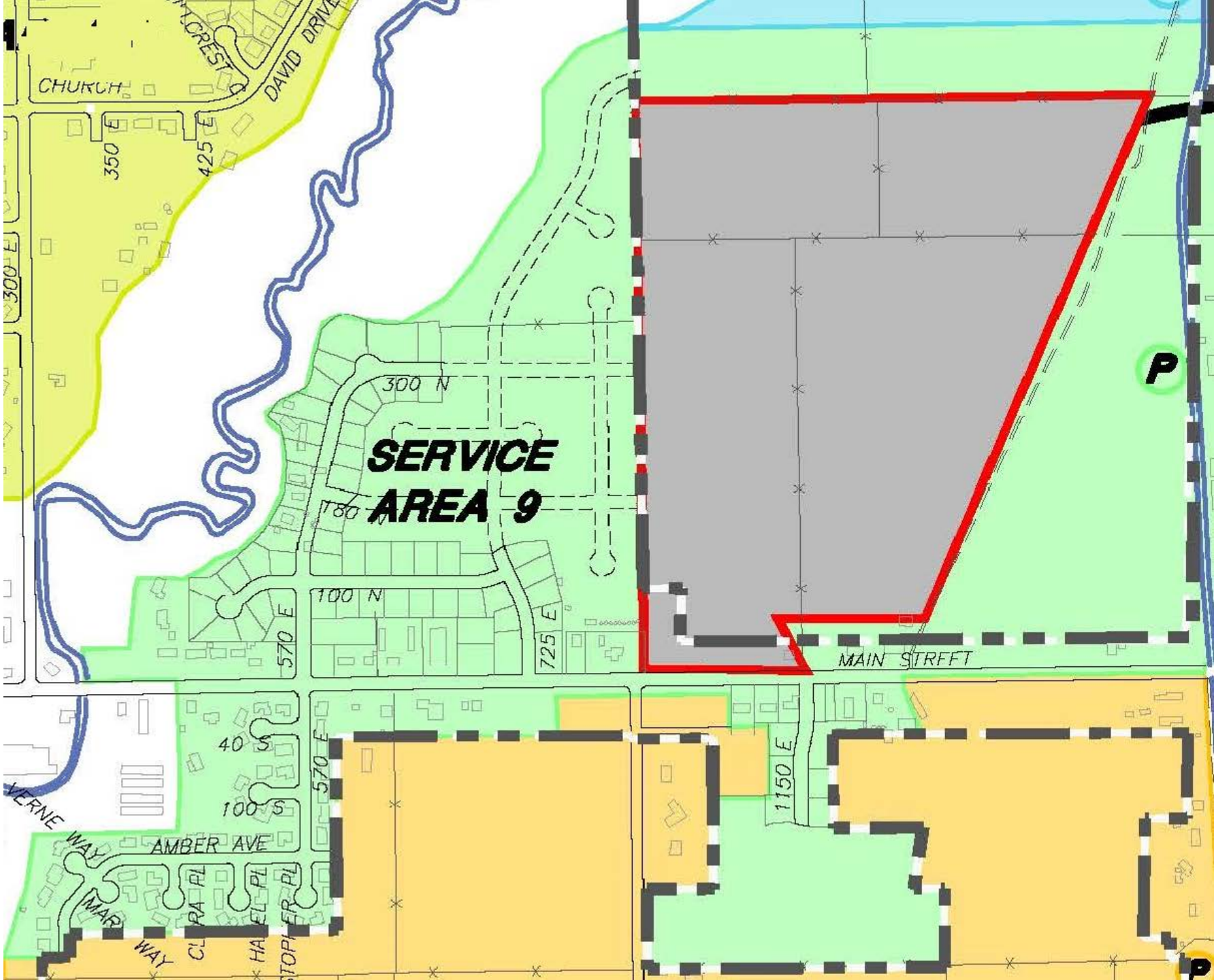
Estimated Cost - $2,854,345



Future Secondary Projects

Future Project
Service Area 9 – will serve 220 existing Units 719 future Units.

Estimated Cost - $945,500



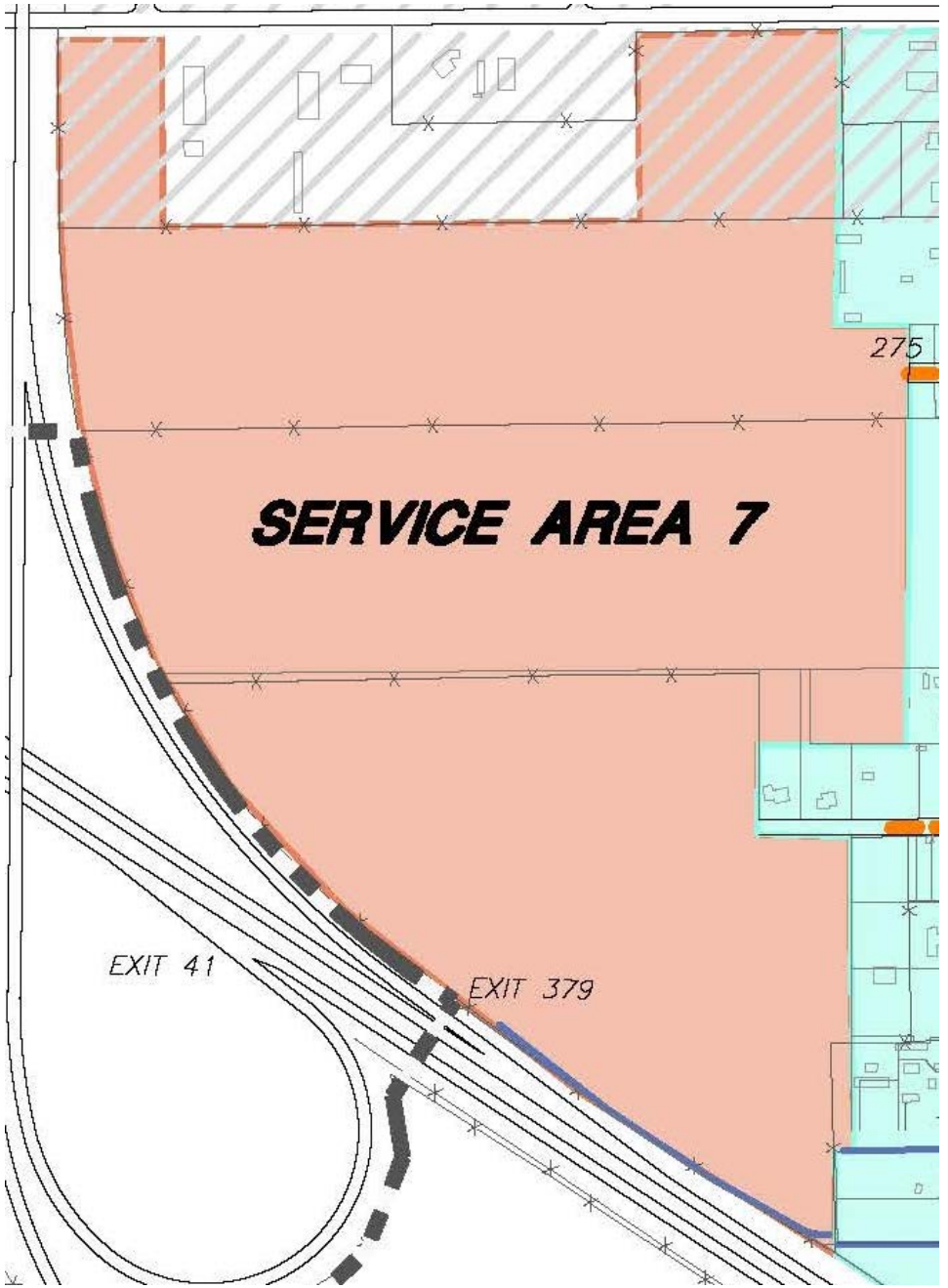
Future Project
Service Area 6 – will serve 10 existing Units.

Estimated Cost - $471,330



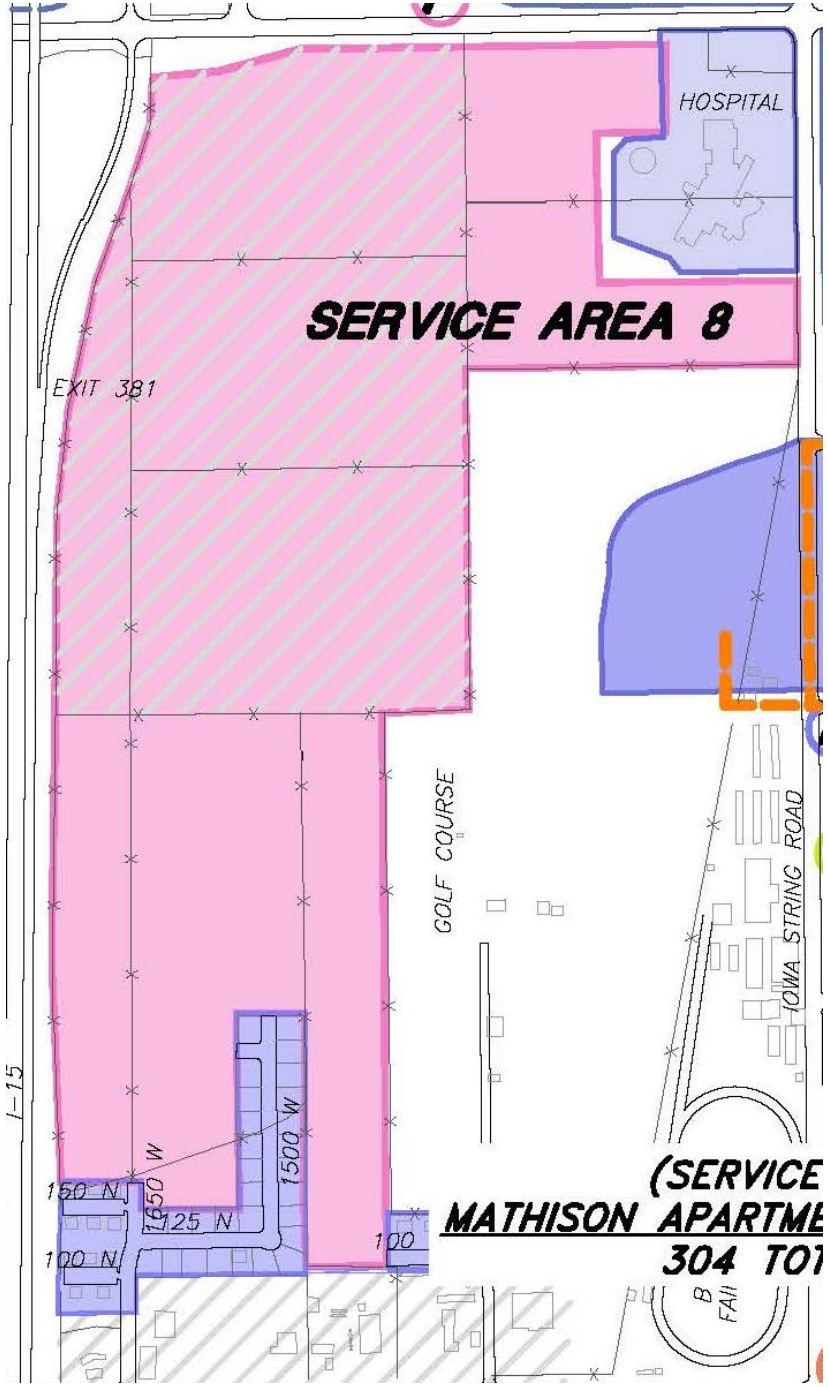
Future Project
Service Area 7 – will serve 5 existing Units.

Estimated Cost - $431,330



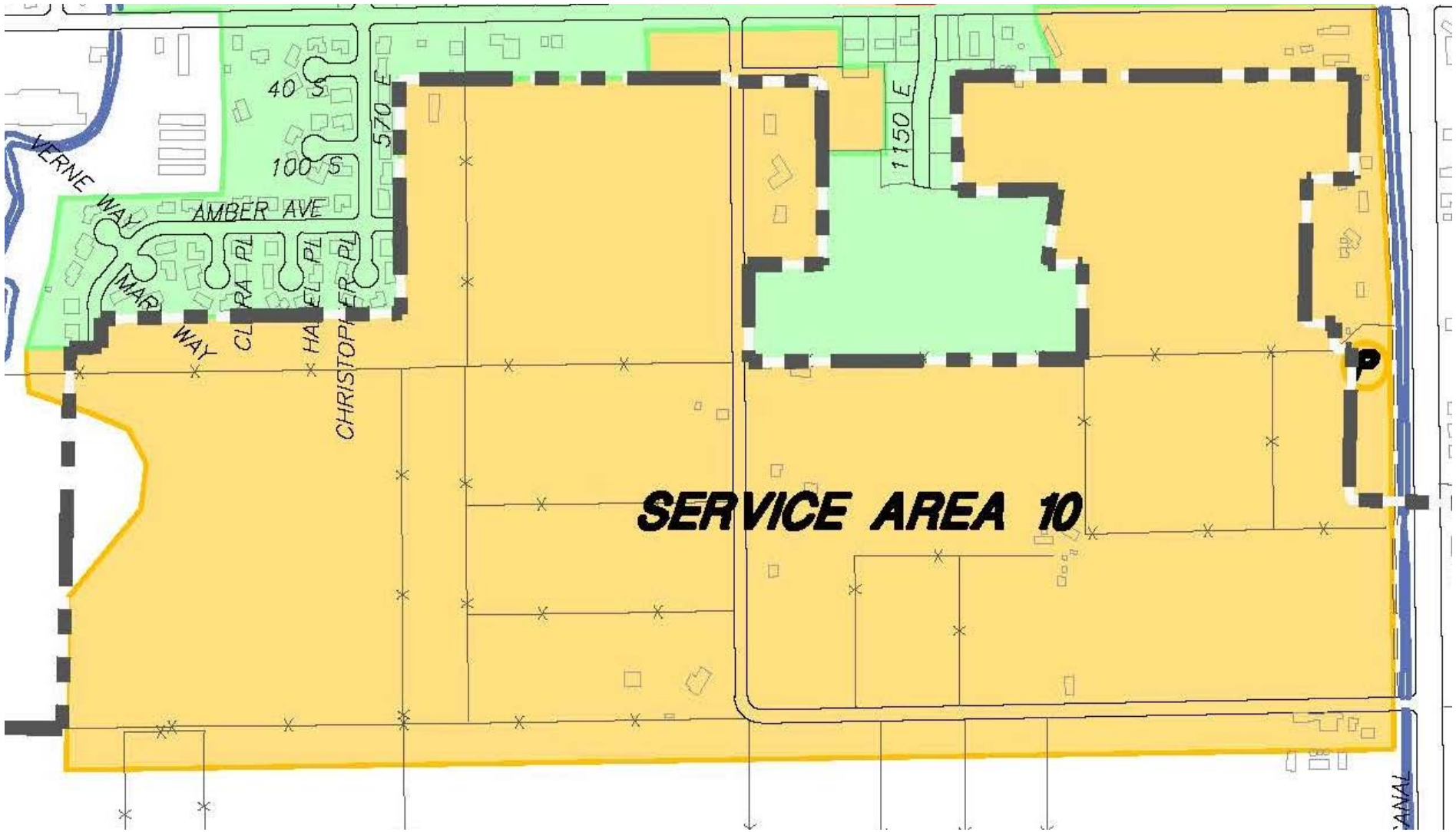
Future Project
Service Area 8 – will serve 43 existing Units.

Estimated Cost - $646,230



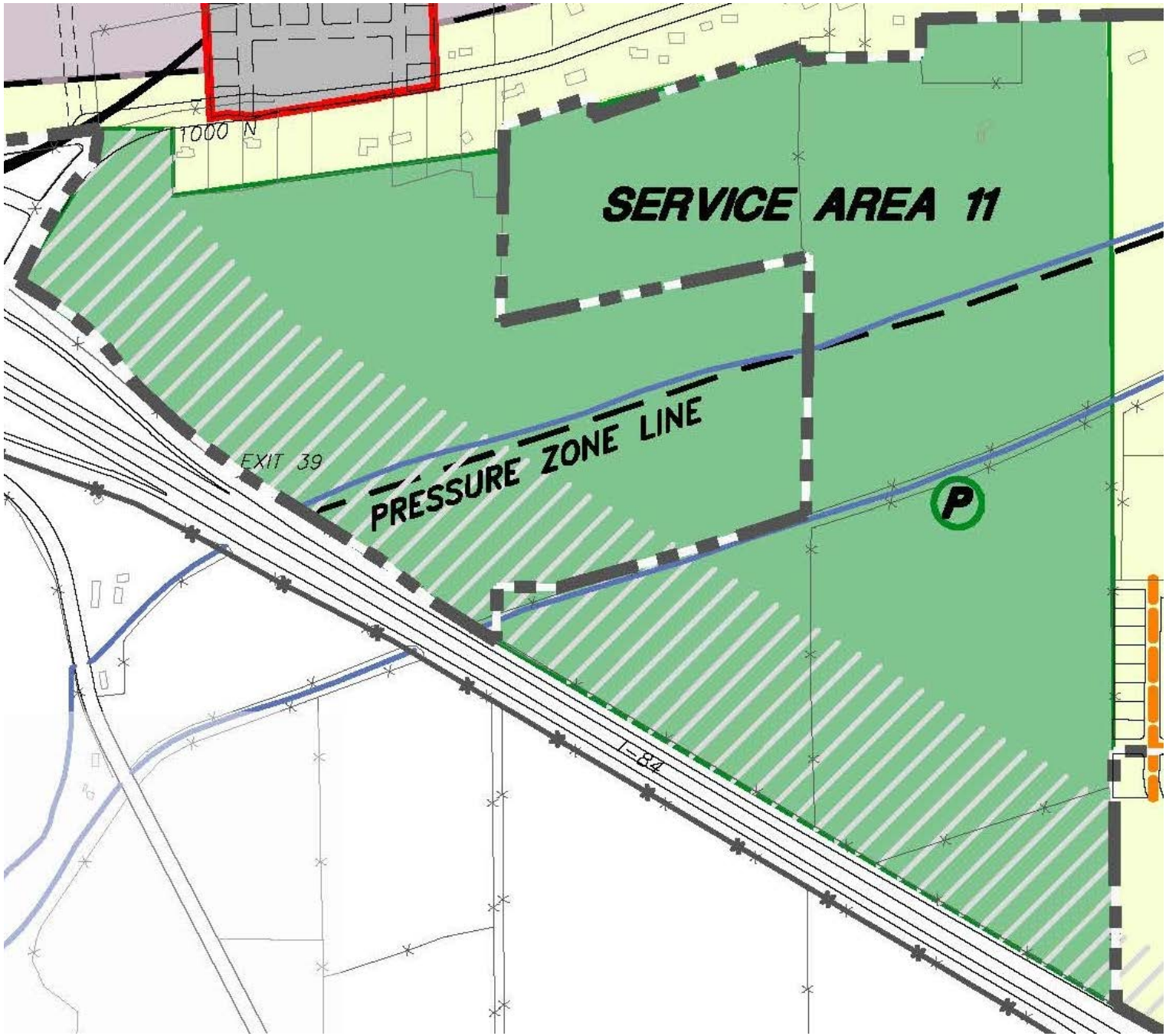
Future Project
Service Area 10 – will serve 5 existing Units.

Estimated Cost - $509,330



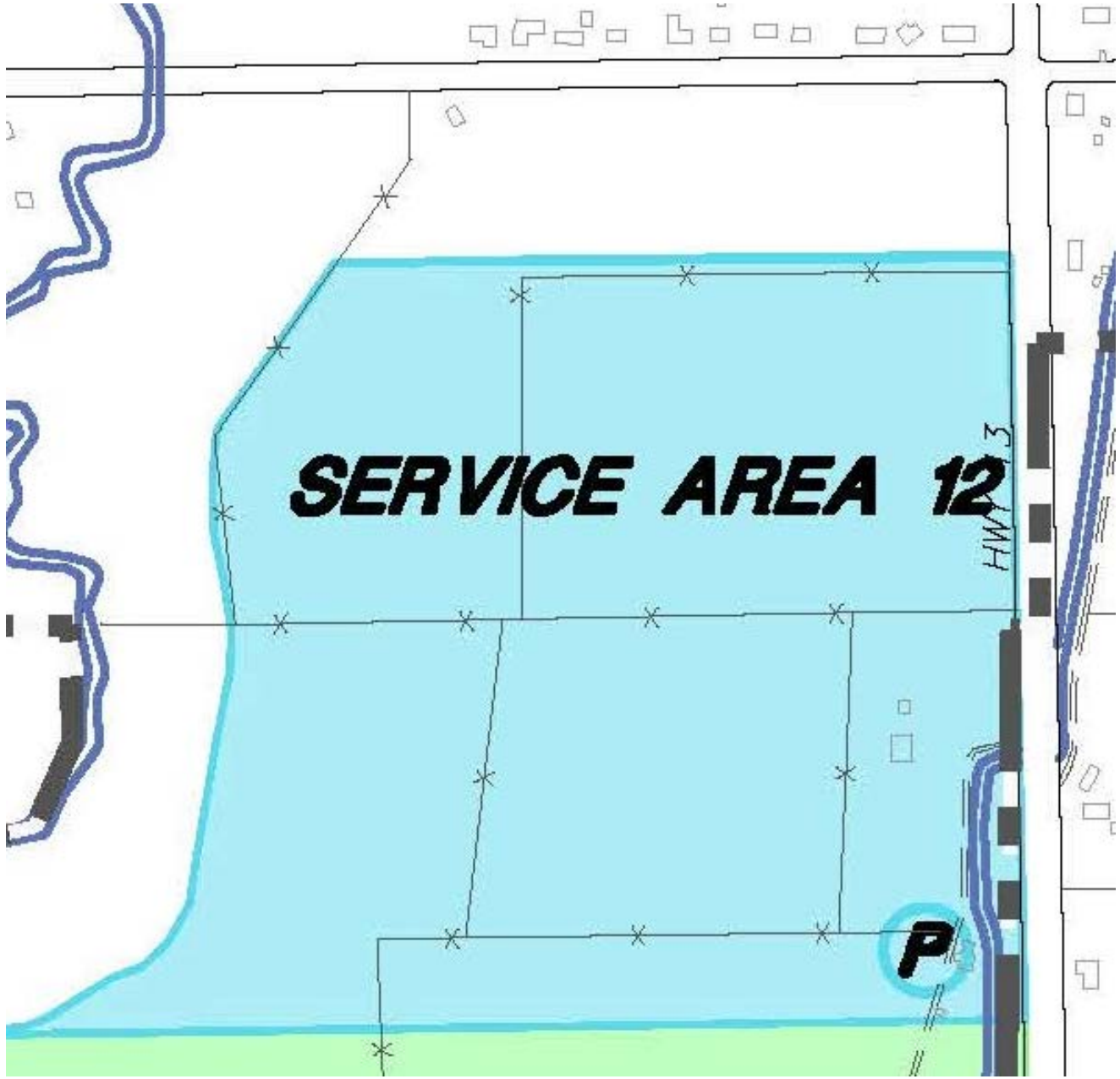
Future Project
Service Area 11 – will serve 0 existing Units.

Estimated Cost - $467,135



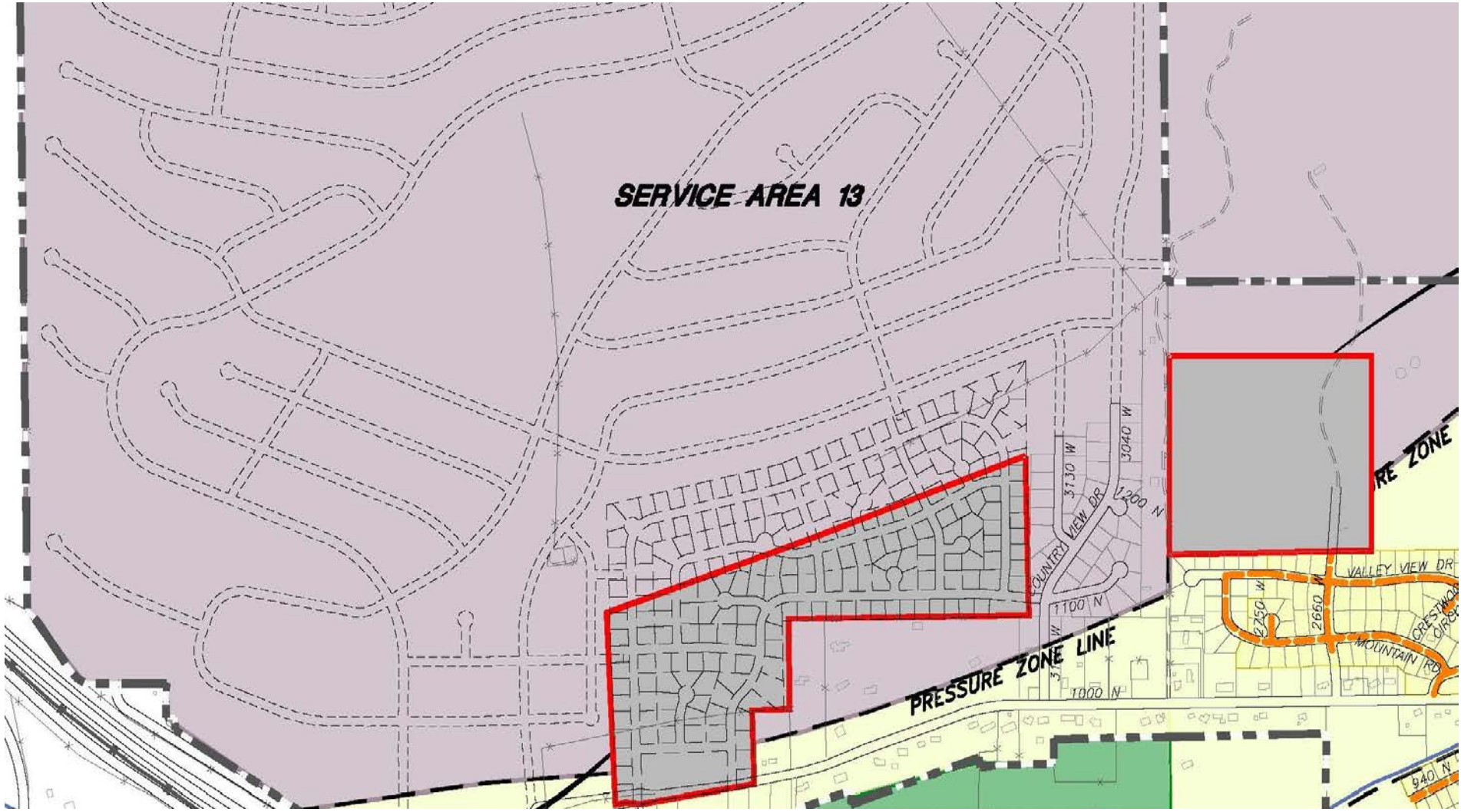
Future Project
Service Area 12 – will serve 0 existing Units.

Estimated Cost - $213,460



Future Project
Service Area13 – will serve 39 existing Units.

Estimated Cost - $0



Current Tremonton City Subdivions Under Construction or Planned

Subdivision	Stage	SF	TH	Apart.	Total Units	Under Const.	Planned	Service Area
Look Out Point Phase 1	Under Construction	12	0	0	12	12	0	13
Look Out Point (other phases)	Planned	234	0	0	234	0	234	13
Spring Hollow Phase 1	Under Construction	21	0	0	21	21	0	1
Spring Hollow Phase 2	Presented to DRC	20	0	0	20	0	20	13
Spring Hollow Phase 3	Planned	10	0	0	10	0	10	13
Spring Acres Phase 7	Presented to DRC	7	0	0	7	0	7	1
Edgewood Est. Phase 1	Under Construction	47	27	0	74	74	0	2
Edgewood Est. Phase 2	Planned	65	87	0	152	0	152	2
Mathison Apt. Phase 1	Under Construction	0	0	152	152	152	0	2
Mathison Apt. Phase 2	Planned	0	0	152	152	0	152	2
Adams Development (Annexation)	Planned	245	210	264	719	0	719	9
Holmgren East Phase 8	Under Construction	2	0	0	2	2	0	9
Holmgren East Phase 9	Under Construction	15	0	0	15	15	0	9
Tremonton Place Phase 2	Under Construction	13	0	0	13	13	0	4
Tremonton Place Phase 3	Planned	13	0	0	13	0	13	4
Aspen Ridge Townhomes Phase 1	Under Construction	0	30	0	30	30	0	4
Aspen Ridge Townhomes Phase 2	Planned	0	120	0	120	0	120	4
Jay Stocking (Hansen Annexation)	Planned	82	336	0	418	0	418	4
River Valley Phase 7	Presented to DRC	32	0	0	32	0	32	1
					Total	**319**	**1877**	
					Total Under Construction & Planned	**2196**		

Tremonton City Secondary Use Potential With Current Constructed Infrustructuer

Secondary	Current Users	Futuer Users	Total
Service Areas 1	126	25	151
Service Area 2	45	25	70
Service Area 3	137	500	637
Total Secondary	**308**	**550**	**858**

Tremonton City Secondary Water System Suggested 3-Year Construction Schedule

March 2018

Unmodified Service Areas		Units Served
Area 1	$426,065	180
Area 2	$1,513,915	215
Area 3	$2,804,425	602
Area 4	$1,634,295	215
Area 5	$2,854,345	513
Area 6	$681,330	38
Area 7	$681,330	35
Area 8	$646,230	43
Area 9	$730,405	87
Area 10	$724,425	100
Area 11	$577,135	83
Area 12	$213,460	0
Area 13	$0	0
Total	$13,487,360	2,111

Modified Service Areas		Units Served
Area 1 (1, 6 & 11)	$746,065	301
Area 2 (2 & 8)	$1,693,915	258
Area 3 (3 & 7)	$3,054,425	637
Area 4	$1,634,295	215
Area 5	$2,854,345	513
Area 6	$471,330	
Area 7	$431,330	
Area 8	$466,230	
Area 9 (9 & 10)	$945,500	187
Area 10	$509,330	
Area 11	$467,135	
Area 12	$213,460	
Area 13	$0	
Total	$13,487,360	2,111

Modified Service Areas		Units Served
Area 1	$746,065	301
Area 2	$1,693,915	258
Area 3	$3,054,425	637
Area 4	$1,634,295	215
Area 5	$2,854,345	513
Total of SA 1 - 5	$9,983,045	1,924
Area 9	$945,500	187
Total	$10,928,545	2,111

2018/2019 Budget Year Project Internally Funded		Units Served	Cost	Water Shares Needed
2018	Construct Partial Service Areas 1 & 2	300	$568,512	57
	Total	300	$568,512	57

2019 - 2022 Budget Year Projects to be Bonded For		Units Served	Cost	Water Shares Needed
2019	Construct Service Area 3	637	$3,054,425	95
2020	Construct Service Area 5	513	$2,854,345	101
2021	Construct Service Areas 4 and complete Service Areas 1 & 2	474	$3,505,763	104
	Total	1,624	$9,414,533	300

Tremonton City Summer Water Production 2012 - 2020

	2012	2013	2014	2015	2016	2017	2018	2019	2020
MAY									
1	19,396,742	17,899,699	14,932,906	17,226,504	14,076,771	13,228,511	15,737,801	13,258,163	19,026,296
2	19,438,915	18,717,131	14,784,131	14,172,563	14,535,229	16,577,614	20,708,402	15,211,859	22,241,614
3	24,549,943	23,886,144	20,285,053	13,509,274	16,622,468	17,930,304	18,108,342	19,485,646	22,020,099
4	23,145,415	18,568,454	23,414,640	13,972,264	16,276,788	17,915,364	21,237,801	15,452,784	20,903,142
5	20,723,929	19,258,329			18,824,374	22,097,849	19,976,263	14,496,785	
TOTAL	107,254,944	98,329,757	73,416,730	58,880,605	80,335,630	87,749,642	95,768,609	77,905,237	84,191,151
JUN.									
1	25,407,549	24,965,085	27,512,285	15,367,922	26,432,918	28,065,931	24,504,840	19,434,824	26,212,574
2	27,558,014	27,946,653	28,004,643	19,662,864	26,646,933	26,762,935	27,341,686	20,330,169	21,348,128
3	28,806,504	28,535,677	25,502,164	22,385,448	28,484,019	28,540,980	28,339,420	25,318,818	22,752,844
4	31,111,859	30,328,420	26,391,803	26,385,020	30,341,683	29,826,104	30,367,635	26,106,145	24,290,342
5									
TOTAL	112,883,926	111,775,835	107,410,895	83,801,254	111,905,553	113,195,950	110,553,581	91,189,956	94,603,888
JUL.									
1	31,242,741	29,057,487	23,558,663	26,217,154	30,392,797	32,366,886	30,753,502	28,696,048	17,687,901
2	30,983,472	28,472,700	34,188,895	31,604,366	31,078,404	32,977,413	31,910,504	28,920,888	27,006,352
3	27,304,747	30,292,527	30,293,999	28,462,767	30,763,176	31,863,296	33,729,267	31,931,868	28,824,087
4	30,459,570	31,019,318	30,029,405	21,782,705	31,790,642	34,746,131	30,015,551	32,647,290	28,807,439
5		24,893,315	29,481,332	30,766,370				28,633,206	29,370,243
TOTAL	119,990,530	143,735,347	147,552,294	138,833,362	124,025,019	131,953,726	126,408,824	150,829,300	131,696,022
AUG.									
1	31,146,686	34,267,424	25,142,258	25,720,056	31,488,889	30,682,022	30,107,959	29,316,371	
2	29,179,653	29,572,970	24,354,788	24,567,051	30,752,561	29,990,953	31,689,047	28,842,703	
3	31,191,351	29,804,722	25,185,726	26,650,771	29,967,017	28,380,272	31,158,728	29,114,583	
4	28,747,749	29,052,023	19,619,509	26,430,635	28,918,219	28,354,686	30,383,510	28,166,677	
5	27,286,915				28,664,012	29,158,493	30,169,726		
TOTAL	147,552,354	122,697,139	94,302,281	103,368,513	149,790,698	146,566,426	153,508,970	115,440,334	0
SEP.									
1	23,336,689	22,834,261	21,230,281	27,261,986	26,039,450	27,174,670	26,941,084	27,056,439	
2	24,470,570	20,501,304	21,633,797	24,435,330	23,634,069	25,668,568	26,868,757	22,930,856	
3	23,471,524	19,074,923	22,439,562	23,401,991	19,774,503	18,512,816	26,801,959	21,111,783	
4	21,253,516	18,358,157	19,582,667	18,267,615	16,710,168	15,911,010	25,309,976	18,509,958	
5			14,421,081	19,039,989					
TOTAL	92,532,299	80,768,645	99,307,388	112,406,911	86,158,190	87,267,064	105,921,776	89,609,036	0
OCT.									
1	19,845,192	16,191,716	14,364,924	15,168,139	15,581,062	15,020,720	20,953,132	15,688,955	
2	18,164,738	14,520,473	13,930,578	15,816,435	14,275,094	13,817,795	15,693,944	14,310,360	
3	15,074,282	12,421,808	13,327,836	13,729,091	13,181,813	13,724,515	14,050,741	13,296,713	
4	12,239,896	13,349,806	12,540,285	12,117,659	12,366,388	12,627,117	13,919,375	13,285,667	
5	10,865,397	11,625,791					10,221,410	12,907,508	
TOTAL	76,189,505	68,109,594	54,163,623	56,831,324	55,404,357	55,190,147	74,838,602	69,489,203	0

Project Recommendations by Tremonton City Public Works Director

Tremonton City Secondary Water System Suggested 3-Year Construction Schedule

August 2020

2018/2019 Budget Year Project Internally Funded		Units Served	Cost	Water Shares Needed
2018	Construct Partial Service Areas 1 & 2	300	$568,512	57
	Total	300	$568,512	57

2019 - 2020 Budget Year Projects to be Bonded For		Units Served	Cost	Water Shares Needed
2019	Construct Service Area 3	637	$3,054,425	95
	Total	637	$3,054,425	95

2021 - 2024 Budget Year Projects to be Bonded For		Units Served	Cost	Water Shares Needed	
2021	Construct Service Area 4 Pump Station - Aspen Ridge (150 Units) - Tremont Place (46 Homes) - Hansen Anexation (82 Homes & 336 Units)	934	$358,380	12	Development will provide remainder of water shares required
2021	Expand Service Area 2 to serve Harris Subdiviosn #2 (53 Homes) - 4-Plexes & Townhomes on 350 North (162 Units) - Mathison Apartments (304 Units)	519	$264,210	24	Development will provide remainder of water shares required
2022	Construct Service Area 5 (513 Homes)	513	$2,854,345	101	
2023	Construct Service Areas 4 and complete Service Areas 1 & 2	474	$3,505,763	104	
	Total	2,440	$6,982,698	241	

Bear River Canal Company Water Shares

Tremonton City will need to provide 555 Water Shares for what's in use now and for the future to serve our current residents and City Facilities.

Development will have to provide 717 Water Shares for the growth, as it happens.

This would be a total of 1,272 Water Shares.

Currently Tremonton City has acquired 444.176 Water Shares and Development has provided 21.904 Water Shares for a total of 465.080 Water Shares.

Water Shares Needed as Tremonton City Seconday Water System Develops

Service Areas	Head Gate Locations	Water Shares Needed			Total Water Shares Need at Tremonton City Build-Out
		When Service Area Becomes Operational	For Existing Service Connections (Homes) in Service Areas	For New Service Connections (New Homes) in Service Areas (Developer Will Provide Shares for Undeveloped Property)	
1	127 W	47.71	0.00	81.00	128.71
SA 1 Basin		1.29	0.00	0.00	1.29
2	16 C	28.03	0.00	97.00	125.03
SA 2 Parks	16 C	0.50	0.00	0.00	0.50
SA 2 Basins		0.47	0.00	0.00	0.47
3	New - Central	119.35	0.00	0.00	119.35
SA 3 Parks		5.20	0.00	0.00	5.20
SA 3 Basins		1.45	0.00	0.00	1.45
4		0.00	53.04	42.00	95.04
SA 4 Parks		0.00	0.56	0.00	0.56
SA 4 Basins		0.00	0.40	0.00	0.40
5		0.00	92.36	11.00	103.36
SA 5 Parks		0.00	8.64	0.00	8.64
6		0.00	25.00	88.00	113.00
7		0.00	14.00	66.00	80.00
8		0.00	7.00	39.00	46.00
9		0.00	12.83	82.00	94.83
SA 9 Parks		0.00	1.17	0.00	1.17
10		0.00	12.00	105.00	117.00
11		0.00	23.00	75.00	98.00
12		0.00	0.00	31.00	31.00
13		0.00	0.00	0.00	0.00
Stevens Park	16 C	12.00	0.00	0.00	12.00
Golf Course	119 W	47.00	0.00	0.00	47.00
Future Basin		0.00	17.00	0.00	17.00
Future Parks		0.00	25.00	0.00	25.00
	Total	263.00	292.00	717.00	1,272.00

Revised - December 10, 2019

Bear River Canal Company Water Shares Owned by Tremonton City & Water Share Locations

Head Gate	Shares Owned & Purchased By The City	Shares Provided By Development	Shares that are possible	Location Shares Used	Section Location	Shares Aquired From
16 C	12.000			Steven's Park Pump		Airport Property
120 C	0.000					Airport Property
12 E	0.000			Pump		
135 HE	0.330					
119 W	49.050			Golf Course	4-11-3	
127 W	27.060			West Side Secondary Pump		Stan Stokes Property
35 W		2.000			12-12-3	Tremonton Pines
255 W	2.000					Neil Aschliman
127 W	20.000			West Side Secondary Pump		Gibson Family Trust
125 W	28.540					
	20.000			Bear Rriver Canal Lease Pool		
C	17.000			Central Canal		Clayton Grover
31 E		3.310		East Canal		Holmgren East #7
235 HW	5.200			Hammond West		D. Leon Jensen
25 C STR A	1.000			Central Canal	10-11-3	Greg Jensen
255 W	1.500			West Canal		Melroy Vigoren
85 W	4.000			West Canal		Austin C. Butler
		2.000		Coming		Spring Acr #6 Allred Com.
E	111.100			(Hammond West)		Meikle Prop.
C	44.000			Central Canal		Box Elder County RDA
25E, 35E, 240W	3.950			Brad Hart		Brad Hart 801-430-1013
E		0.500		Coming		Riley Buck Sub.
E	22.500			East Canal		Todd Miller
		0.330		Crump-Reese		Gary Madsen
	1.000			Don L. Miller & Joyce Miller		Gary Madsen
	1.000			Matthew C. Carter		Matt Carter
C		0.960		Comntemporary Homes (Pheasant Run Sub.)		Salley & John Simmons
	15.000			Todd Lish - Freedon Farms, Inc.		Todd Lish
		2.190		RM Mills Const. LLC (Look Out Point Sub.)		Max Mills
	0.800			Doug Madsen (through Gary Madsen)		Doug Madsen
	2.000			George or Elma Atkin	12-3-26	Elma Atkin
97W	6.610			Sid or Heather Peterson	12-3-23	Heather Peterson
76E	9.650			Eichel Sisters LLC. (Rosalie Yoder)	24-11-3	Rosalie Yoder
E	19.000			Lyle Holmgren		Lyle Holmgren Family
E		1.740		East Canal		Holmgren East #6
W	1.000			Larry Warburton		435-230-4194
76W	1.000			Lynn Michaelis		Lynn Michaelis
	3.040			Jonathan Grover		Jonathan Grover
	2.750			Todd Lish - Freedon Farms, Inc.		Todd Lish
	1.000			Todd Lish - Clint Lish 16640 N 3600 W		Todd Lish
		4.000		(Micah Capener for Aspen Ridge Dev.)		Micah Capener
	2.000			Stanley & Donna Stokes		Stan Stokes
115W		0.264		(Gary Madsen - Liberty Corners Sub.)	4-11-3	Gary Madesen
115W	0.736			Gary Madsen for Wayne & Kami Rose	4-11-3	Gary Madsen
		3.610		Micah Capener for Tremont Place 2 & 3		Micah Capener
	0.500			Stacey Liechty		Stacey Liechty
76W	7.860			Lynn Michaelis		Lynn Michaelis
Total	444.176	20.904	0.000	Total 465.080		

Revised - July 15, 2020

TREMONTON CITY CORPORATION
CITY COUNCIL MEETING
AUGUST 4, 2020

Members Present:
Connie Archibald
Lyle Holmgren
Bret Rohde—excused
Rick Seamons
Lyle Vance
Roger Fridal, Mayor
Shawn Warnke, City Manager
Linsey Nessen, City Recorder

CITY COUNCIL WORKSHOP

Mayor Fridal called the August 4, 2020 City Council Workshop to order at 6:00 p.m. The meeting was held in the City Council Meeting Room at 102 South Tremont Street, Tremonton, Utah. Those in attendance were Mayor Fridal, Councilmembers Archibald, Holmgren, Seamons, 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 Treasurer Sharri Oyler. Also in attendance were: Sergeant Brian Crockett and firefighters Jeff Oyler and Nate Christensen. Finance Director Curtis Roberts tuned in via Zoom and left after the Work Session. Councilmember Rohde was excused.

1. Review and discussion on the expansion of the secondary water system and fixed based meter reading

   Director Fulgham provided information on the City's growth. These are areas that have been presented to the DRC as potential growth. We have a couple annexations and some subdivisions. Lookout Point has 12 lots under construction in Service Area 13. They have another 234 planned for the future. Spring Hollow is part of the retirement community with conventional homes. They have 21 lots and are in the process of building now. They presented another phase with 20 more lots, which will be coming soon. There is the Spring Acres Phase 7 preliminary, which would finish up that subdivision. Edgewood Estates is by Archibald Estates. It would feed off Service Area 2, which has a pump station by Jeanie Stevens Park. We would just drop another pump to serve those, there would be no added infrastructure. There are 74 units in this first phase and another 152 for phase 2. We are just finishing up the development agreement and getting water shares. We will purchase the remaining water shares from them to go in our stockpile to help handle growth as we expand.

   The Mathison apartment complex is behind Shopko. There will be 152 units in the first phase and 152 units in the second. Then we have the Craig Adam's development, which will be annexed in on the east side of town. They have 719 planned units that will be phased in. Holmgren East Phase 8 is two lots and Holmgren 9 is a 15-lot subdivision. Those are under construction. Tremonton Place Phase 2 is north of the South Stake

Center with 13 lots for homes. Phase 3 will have another 13. They are also doing the Aspen Ridge Townhomes on the west side of the Stake Center. The first phase is for 30 units and phases 2 and 3 will have another 120 units for a total of 150. The other annexation is the Hansen Annexation through Jay Stocking with Sierra Homes. He plans to have 418 units between townhomes and conventional homes. The preliminary for River Valley Phase 7, which is north of McDonald's will have 32 homes. The bottom line is right now we have 319 units under construction and roughly another 1,877 planned for the future. Councilmember Holmgren asked what the City's footprint is currently. Director Fulgham said there are around 3,200 units with the majority of those being homes.

Director Fulgham then provided an update on how many secondary water connections the City has in all three service areas. Service Area 1, which is the west side of town, has 126 users connected with potentially 25 more. Service Area 2, which is Jeanie Stevens, Archibald Estates, and the Harris Subdivision, has 45 hooked up with another 25 potentials. Service Area 3, which was just completed on the southwest side of town, has 137 users with another 500 to still connect. We currently have 308 users with another 550 future users for a total of 858 units that could be hooked to the secondary system. I think it is time to pull the switch and say you have until spring to get hooked on or we go to the new rate, which is for those who have secondary in front of their home, but wish not to use it. That is a steep rate for outdoor usage, but is the same rate for the indoor block of 10,000 gallons at $1.25 per 1,000 gallons. When it was passed originally we said we would give them a year after the start up and this has been two irrigation seasons. If the Council votes on that resolution we would notify all the customers in that area that in May the new rate would come into place as an incentive rate to hook on. Councilmember Vance said it seems no one gets too worried until it affects their pocketbook. After the season could we send out a notice with individual numbers for each of those people saying this is what your bill will look like next year if you do not convert? Director Fulgham said we could calculate it off their usage.

When asked about future plans with secondary water, Director Fulgham said, if we are going to borrow in the near future, this is a good time to start laying plans to do that. In March 2018 I presented a timeline for secondary to the Council. We did partial construction of service areas 1 and 2 in 2018. Then in 2019 we completed Service Area 3. Back then I projected 2020 we would start in Service Area 5 and then in 2021 start in Service Area 4. A lot of this is still relevant, but there will be some modifications.

Each month Director Fulgham provides the Council with a chart showing water usage. For July, about 136,000 gallons were used compared to last year's 150,000 gallons. It was cooler the first week in July and that made a difference, but we do have 300 users using secondary, which will help. Secondary is helping take some of the pressure off our culinary system. If we can get the money to construct the pump station for the Aspen Ridge and Tremonton Place by the South Stake Center that would take them off the culinary from the get go. There are about 24 existing homes that would also be serviced by that. If the big development comes on the south side of Rocket Road with the Hansen annexation that will feed right into that. The cost for that pump station is $358,000.

I would also suggest we expand Service Area 6 to service the Harris Subdivision by Our House, which would also feed the Mathison Apartments. That would take 519 units out once Mathison is built and the existing 53 homes. The cost for that is roughly $264,000. We are into that about $600,000 to do those two areas. Councilmember Vance said we would be spending $600,000 on a lot of potential development. Councilmember Holmgren said I thought we were going to do something with Service Area 5? Director Fulgham said I am lumping 2021 and 2022 together. If we go out to get money, we will look at that as one secondary project. I was hoping to get some of the new areas as they come on so they do not have to put in two different systems. Those two are expensive, but they are easier projects because they are going to take less road cutting. It will be concrete and filters with not a lot of distance. Service Area 5 is going to be a big one like Service Area 3 was. There will be a lot of cuts in the roads because it will serve existing rooftops. We have a contractor and a contract in place.

The Council asked about the bond and Director Roberts said with a bond they like to see the proceeds used up within two years of issuance. On a larger project you might be able to do three years. Director Fulgham said we try to keep them smaller so locals can do the work. We talked about Service Area 9 on the east side of Tremonton that might make sense when the Adam's Subdivision comes in. That is coming as growth comes and would be the next bond. Service Area 4 is the old parts of town that are not big water users. That is a few years out and by then we will know where the Adams subdivision will be, which will help drive the picture of where we go from here. I know that is a lot of infrastructure cost to serve a few, but if the growth comes, that is easier to build. We already have the location for the pump station and very little pipe to run. The Council also discussed the equalization basin. Director Fulgham said once things are wrapped up, that could be built this winter. When asked about water shares, Director Fulgham said Tremonton will need to provide 555 shares for what is within the City now as far as existing and for future phases. Development will provide about 717 shares for a total of 1,272 shares if we build out the whole town as it sits now. Currently we have 444 shares and of those 22 were provided by developers. Service Area 5 we will need 101 shares.

Manager Warnke said as a staff we had a conversation about the favorable time for bonding. Director Roberts gave an overview of how economic issues relative to the pandemic have affected interest rates and what the Federal Reserve has done to help impact the bond market. I ran a quick calculation and if we were to borrow 15 years at 1.5%, which is a high scenario, at $4 million, which is more than we would probably need based off the project potential cost, the principal and interest payment comes to about $300,000 a year. That is really close to what our last bond was issued at when we did $3.4 million at 2.5% percent. We could borrow $600,000 more and be in roughly the same amount for a payment. If it is lower than 1.5% or we do not borrow as much, that all drives the payment down. Councilmember Vance said I do not know how much more we have to do to finish out the existing rooftops, but we ought to get it done since prices are going up, substantially. I would like to bond and be done with the existing rooftops. Director Roberts said it could be about $7 million more, but that does not include Service Area 9. Councilmember Holmgren said 9 would have a lot of the infrastructure done through development. Councilmember Vance said it would be easy to make a decision if

we could see a map where the secondary water has been put in, as well as the proposed projects, and then show us what is left to be done with the cost to finish that out. That would make it easy for us to say let us bond up and get it done or just wait a few more years. If we were to pass this tonight how much more is there to do and what is it going to cost us? Director Fulgham said we could revamp this map and show you that. This is just letting you know where we are at, the growth we have, and the water we have added because of secondary is going to be consumed really fast with our growth.

This item was discussed during City Council meeting.

2. Review and discussion of the process for hiring a full-time Fire Chief

Manager Warnke said at the last City Council meeting we went though the framework, which included an advertising period, initially screening, a written essay, and then oral interviews. From there we would short-list a few candidates. Councilmembers Rohde, Archibald, and myself went to drill and had a good discussion with the fire department. What I took away from the conversation relative to the process is that they all felt fine about it. We moved forward with advertising in at least three different outlets. We are getting applications and expect to see more. Councilmember Archibald said I encouraged those within the department to consider applying and hope they will. It was a good experience. We were welcomed and encouraged to make a statement. I felt there was some hesitation with the written part of what we are asking, but I let them know I felt good about that part of the application. I encouraged them to discuss with their families and figure out if they have a desire to do that and have the talents.

Manager Warnke said on the agenda tonight is an item to formalize the increase in the wage, which would be consistent with the police chief. We might need more guidance from the Council about having multiple panels later in the process. We have the framework, but need to be flexible as we move through the process. The first round of review will be August 17, as far as the initial screening with the pool we have. I invited Brian Potts to be a part of the panel since he has good insight and knows the challenges of our fire department, and he accepted. Beyond that I have not talked to anyone else about participating. It is up to you who you want to be on that panel. We discussed a few firefighters participating and reviewing the written responses as a way to give input. Councilmember Vance said whoever this person is has to come in and be able to work with the current volunteers whether they are one of them or not. They have to be accepted and work well with these people. We cannot lose our volunteers. Manager Warnke said that was one of the discussion points and they shared the same concern. We are trying to find ways to get their input and get a chief that would work well with the system we currently have and allow it to grow. Mayor Fridal said that is why I like having the three representatives from the fire department, but we do not know how to choose those. Manager Warnke said more of the concern was the outcome rather than the process—making sure this is an individual who could work well and transition into the position. Councilmember Vance said our volunteers cannot dominate the panel, but they need to be a big part of it. Manager Warnke said I agree this individual will have the technical and expertise to fight fires and provide emergency response. We also need a manager who

can lead us through the transition. I think these essay questions play into that. There is some concern this person might be more white color than blue color and how that fits into the department, but we need someone who has the skills to do both. It is a unique position and will take a unique individual to fill it and be successful.

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

4. CLOSED SESSIONS: No closed session was held at this time.

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

The meeting adjourned at 6:55 p.m. by consensus of the Council.

CITY COUNCIL MEETING

Mayor Fridal called the August 4, 2020 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 Fridal, Councilmembers Archibald, Holmgren, Seamons, 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 Treasurer Sharri Oyler (left at 7:39 p.m.). Also in attendance were: Recreation and Community Events Manager Zach LeFevre (arrived at 7:08 p.m.), Sergeant Brian Crockett, firefighters Jeff Oyler (left at 7:39 p.m.) and Nate Christensen. Councilmember Rohde was excused.

1. Opening Ceremony:

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

2. Introduction of guests:

   Mayor Fridal welcomed those in attendance.

3. Declaration of Conflict of Interest: none.

4. Approval of Agenda:

Councilmember Vance said let us modify the agenda by adding the discussion we were suppose to have in our previous meeting—the process for hiring a full-time fire chief, right after agenda item 5.

Motion by Councilmember Vance to approve the agenda of August 4, 2020. Motion seconded by Councilmember Holmgren. Vote: Councilmember Archibald - aye, Councilmember Holmgren - aye, Councilmember Seamons - aye, Councilmember Vance - aye. Motion approved.

5. Approval of minutes – July 21, 2020

Motion by Councilmember Archibald to approve the minutes of July 21, 2020. Motion seconded by Councilmember Seamons. Vote: Councilmember Archibald - aye, Councilmember Holmgren - aye, Councilmember Seamons - aye, Councilmember Vance - aye. Motion approved.

6. Presentations
   a. Narrated slideshow on the proposed Tremonton Historic District being listed in the National Register of Historic Places (this 16-minute narrated slideshow will occur by choice of the Mayor and City Council)

      Manager Warnke said this presentation is available online and is really insightful. It was put together by the historic consultant the City engaged to do a reconnaissance level survey. We had a defined geographic area and she went to each building within that area and evaluated them based on their architectural merits. Based on that evaluation, she categorized those buildings into different contextual periods that related to Tremonton City's growth. She talks about how things evolved as Tremonton grew and why the City was more successful than other small towns with similar beginnings. She also talks about the history of Tremonton, the contextual periods, and how growth occurred. She even gives an overview of the process to get registered on the National Registry of Historic Places. The Council then watched the presentation.

7. Public comments: There were no public comments.

8. City Council Business
   a. Discussion and consideration of adopting Resolution No. 20-31 urging the Utah Board of State History and National Park Service to list the Tremonton Historic District on the National Register of Historic Places (the proposed boundaries of the Tremonton Historic District is for the area between 1000 North to 600 South and from 300 East to 400 West)

      Motion by Councilmember Holmgren to adopt the resolution. Motion seconded by Councilmember Vance. Roll Call Vote: Councilmember Archibald - aye, Councilmember Holmgren - aye, Councilmember Seamons - aye, Councilmember Vance - aye. Motion approved.

b. Discussion and consideration of adopting Resolution No. 20-32 approving the revised Tremonton City Compensation and Classification Plan

Manager Warnke said this is a resolution that recognized the adjustment to the fire chief and puts them in the same pay range as the police chief and public works director. It was budgeted at a lower rate so we will need to do a budget amendment for that.

Motion by Councilmember Vance to adopt the resolution. Motion seconded by Councilmember Archibald. Roll Call Vote: Councilmember Archibald - aye, Councilmember Holmgren - aye, Councilmember Seamons - aye, Councilmember Vance - aye. Motion approved.

9. Calendar Items and Previous Assignment
   a. Review of calendar

Manager Warnke said there would be a public outreach for all property owners within the boundaries of this Historic District to help educate them. Historic consultants will be there to provide a presentation. Individuals from the Utah Division of State History will also attend to give an overview of being on the National Register, as well as a discussion on tax credits and how they work. Any building that is contributing is eligible for tax credits if the homeowner spends over $10,000 for an improvement project over a two-year period. They are credits not deductions. It is a nice program, but there are a few things you have to do in order to qualify. I have gone through the process and found it to be fairly easy and straightforward. Councilmember Vance said people would still have a choice whether or not they want to do it, right? We are not forcing them? Manager Warnke said correct. This does not change anything other than it gives them financial incentive to do improvements. There is a Frequently Asked Questions page on our website. You can direct citizens there. The resolution you adopted was to recommend that the State adopt and that meeting will be on October 29.

   b. Review of past assignment: none.

10. Reports & Comments:
   a. City Manager Reports and Comments: none.
   b. Development Review Committee Report and Comments:

This item was discussed by Director Fulgham in the Work Session, nothing more to report at this time.

   c. City Department Head Reports and Comments: none.
   d. Council Reports and Comments

Councilmember Archibald said I wanted to highlight Tremonton City Days. I thought it was well done. The fireworks were nothing short of amazing and the food trucks were wonderful. It was a different experience, but well done so thank

you to everyone involved.

Mayor Fridal echoed Councilmember Archibald's remarks. I thought the fireworks were really good. Also the walking trail has benches now. I have talked to Superintendent Lynn Green about a couple places where it is muddy on the trail. The hill is sloughing away and causing some grief. Other than that it is good. I am amazed at how many people are using it.

Motion by Councilmember Holmgren to move into closed session. Motion seconded by Councilmember Archibald. Vote: Councilmember Archibald - aye, Councilmember Holmgren - aye, Councilmember Seamons - aye, Councilmember Vance - aye. Motion approved.

The Council moved into a closed session at 7:46 p.m.

11. ***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 Archibald to return to open session. Motion seconded by Councilmember Seamons. Vote: Councilmember Archibald - aye, Councilmember Holmgren - aye, Councilmember Seamons - aye, Councilmember Vance - aye. Motion approved.

The Council returned to open session at 8:14 p.m.

12. Adjournment.

Motion by Councilmember Archibald to adjourn the meeting. Motion seconded by Councilmember Holmgren. Vote: Councilmember Archibald - aye, Councilmember Holmgren - aye, Councilmember Seamons - aye, Councilmember Vance - aye. Motion approved.

The meeting adjourned at 8:14 p.m.

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

Dated this _____day of _____, 2020.

_____

Linsey Nessen, City Recorder

Follow-up items for the Council and City Staff

Director Fulgham will provide an updated map for the Council to review. It will show where the secondary water has been put in, as well as the proposed projects with a new bond, and also show what is left to be done with that associated cost.

TREMONTON CITY
CITY COUNCIL MEETING
AUGUST 18, 2020

TITLE:	Discussion and consideration of adopting Ordinance No. 20-33 directing City staff to notify and change the water rates for residents within Service Areas 1 and 2 that have had a secondary water lateral stubbed into their property in excess of one (1) year by have not elected to use their secondary water system that their water rate will be changed to the water rate entitled Culinary Water Rates with Secondary (May thru Ocober Billing) effective May 1, 2021
FISCAL IMPACT:	
PRESENTER:	Shawn Warnke, City Manager

WHO, WHAT, WHEN, WHERE, WHY: As part of the City's initiative to expand the City's existing secondary water system, the City awarded a construction bid to Ormond Construction to expand a larger portion of the existing secondary water system within Service Area 1 and 2. Ormond Construction completed the expansion project for the secondary water system in Service Area 1 and 2 in December 2018, and the secondary water system was made available in May 2019 by having secondary water laterals stubbed to many properties within these service areas.

On March 5, 2019, the City Council adopted Resolution No. 19-10 amending fees for secondary water and culinary water, which included a more expensive tier rate for culinary water that would presumably be for outdoor use, during May thru October, for those property owners that have a secondary water lateral stubbed into their property but elect not to use the secondary water system. There are 50 residents in Service Area 1 & 2 that have had a secondary water lateral stubbed into their property in excess of one (1) year but have elected not to use the secondary water system. According to the current fee schedule for culinary and secondary water rates, these 50 residents are to be changed to the more expensive tier rates for culinary water, entitled *Culinary Water Rates with Secondary (May thru October Billing)* within the aforementioned water rate schedule.

This Resolution directs City staff to notify and change the water rates for residents within Service Areas 1 and 2 that have had a secondary water lateral stubbed into their property in excess of one (1) year but have elected not to use the secondary water system, that their water rate will be changed to the *Culinary Water Rates with Secondary (May thru October Billing)* effective May 1, 2021.

Attachments: Draft Resolution

RESOLUTION NO. 20-33

A RESOLUTION DIRECTING CITY STAFF TO NOTIFY AND CHANGE THE WATER RATES FOR RESIDENTS WITHIN SERVICE AREAS 1 AND 2 THAT HAVE HAD A SECONDARY WATER LATERAL STUBBED INTO THEIR PROPERTY IN EXCESS OF ONE (1) YEAR BUT HAVE ELECTED NOT TO USE THE SECONDARY WATER SYSTEM, THE CHANGE IN WATER RATE IS IN ACCORDANCE WITH THE CITY CONSOLIDATED FEE SCHEDULE

RECITALS:

WHEREAS, Utah is one of the driest states in the nation and providing a reliable water supply is a primary responsibility of Tremonton City; and

WHEREAS, in 2014 the City Council adopted a Culinary Water Capital Facilities Plan that identified the City would need additional water sources sometime in early 2020 if growth trends continued and water sources remained constant; and

WHEREAS, Tremonton City has maintained and operated a secondary water system, which is a seasonal utility with the City's secondary water source being supplied by the Bear River Canal Company to replace the use of culinary water for outdoor water use; and

WHEREAS, in 2016 the City Council authorized a Secondary Water System Capital Facility Plan to be prepared to evaluate and estimate resources needed to expand the City's existing secondary water system as a way to reduce the demand on the City's culinary system for outdoor water use; and

WHEREAS, the Secondary Water System Capital Facilities Plan defined service areas, as shown in Exhibit "A," wherein a single pump station would provide secondary water service to a geographic area and, based upon this plan, the City Council decided to incrementally expand the City's existing secondary water system by building out service areas; and

WHEREAS, on June 5, 2018, as part of the initiative to expand the City's existing secondary water system, the City awarded a construction bid to Ormond Construction to expand a larger portion of the existing secondary water system within Service Area 1 and 2; and

WHEREAS, Ormond Construction completed the expansion project for the secondary water system in Service Area 1 and 2 in December 2018 and the secondary water system was made available in May 2019 by having secondary water laterals stubbed to many properties within these service areas; and

WHEREAS, on March 5, 2019, the City Council adopted Resolution No. 19-10 amending fees for secondary water and culinary water, which included a more expensive tier rate for culinary water that would presumably be for outdoor use, during May thru October, for those property owners that have a secondary water lateral stubbed into their property but elect not to use the secondary water system; and

WHEREAS, the below chart shows the current users that have connected to the City's secondary water system and future users that have yet to connect to the secondary water system within Services Areas 1 and 2; and

Service Areas	Current Users	Future Users	Total
Service Area 1	126	25	151
Service Area 2	45	25	70
Totals	171	50	221

WHEREAS, based upon the information in the recitals above, there are 50 residents that have had a secondary water lateral stubbed into their property in excess of one (1) year but have elected not to use the secondary water system; and

WHEREAS, according to the current fee schedule for culinary and secondary water rates, these 50 residents are to be changed to the more expensive tier rates for culinary water, entitled *Culinary Water Rates with Secondary (May thru October Billing)* within the aforementioned water rate schedule.

NOW, THEREFORE BE IT RESOLVED, that the City Council of Tremonton, directs City staff to notify and change the water rates for residents within Service Areas 1 and 2 that have had a secondary water lateral stubbed into their property in excess of one (1) year but have elected not to use the secondary water system, that their water rate will be changed to the *Culinary Water Rates with Secondary (May thru October Billing)* effective May 1, 2021.

PASSED AND ADOPTED this 18th day of August 2020. Resolution to become effective upon adoption.

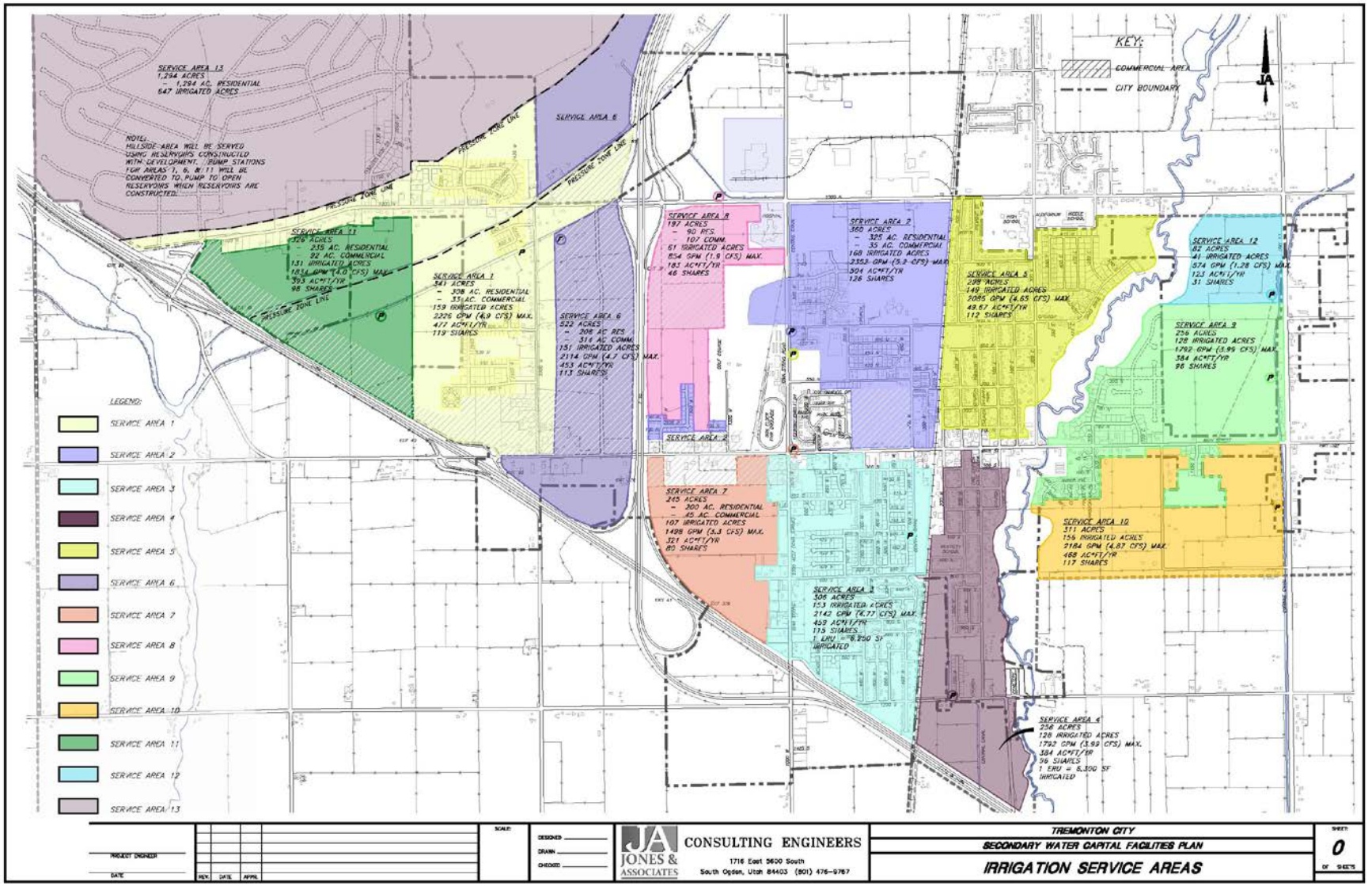
TREMONTON CITY, a Utah Municipal Corporation

_____
Roger Fridal, Mayor

ATTEST:

_____
Linsey Nessen, City Recorder

Exhibit “A”


KEY:
COMMERCIAL AREA
CITY BOUNDARY
JA
SERVICE AREA 13
1,294 ACRES
- 1,294 AC. RESIDENTIAL
647 IRRIGATED ACRES
NOTE:
HILLSIDE AREA WILL BE SERVED USING RESERVOIRS CONSTRUCTED WITH DEVELOPMENT. PUMP STATIONS FOR AREAS 1, 6, & 11 WILL BE CONVERTED TO PUMP TO OPEN RESERVOIRS WHEN RESERVOIRS ARE CONSTRUCTED.
SERVICE AREA 8
PRESSURE ZONE LINE
SERVICE AREA 11
326 ACRES
- 235 AC. RESIDENTIAL
- 92 AC. COMMERCIAL
131 IRRIGATED ACRES
1834 GPM (4.0 CFS) MAX.
593 AC*FT/YR
98 SHARES
SERVICE AREA 1
341 ACRES
- 308 AC. RESIDENTIAL
- 33 AC. COMMERCIAL
159 IRRIGATED ACRES
2226 GPM (4.9 CFS) MAX.
477 AC*FT/YR
119 SHARES
SERVICE AREA 6
522 ACRES
- 208 AC RES.
- 314 AC COMM.
151 IRRIGATED ACRES
2114 GPM (4.7 CFS) MAX.
453 AC*FT/YR
113 SHARES
SERVICE AREA 8
197 ACRES
- 90 RES.
- 107 COMM.
61 IRRIGATED ACRES
854 GPM (1.9 CFS) MAX.
183 AC*FT/YR
46 SHARES
SERVICE AREA 2
360 ACRES
- 325 AC. RESIDENTIAL
- 35 AC. COMMERCIAL
168 IRRIGATED ACRES
2353 GPM (5.2 CFS) MAX.
504 AC*FT/YR
126 SHARES
SERVICE AREA 5
288 ACRES
149 IRRIGATED ACRES
2085 GPM (4.65 CFS) MAX.
49.67 AC*FT/YR
112 SHARES
SERVICE AREA 12
82 ACRES
41 IRRIGATED ACRES
574 GPM (1.28 CFS) MAX.
123 AC*FT/YR
31 SHARES
SERVICE AREA 9
256 ACRES
128 IRRIGATED ACRES
1792 GPM (3.99 CFS) MAX.
384 AC*FT/YR
96 SHARES
SERVICE AREA 2
SERVICE AREA 7
245 ACRES
- 200 AC. RESIDENTIAL
- 45 AC. COMMERCIAL
107 IRRIGATED ACRES
1498 GPM (3.3 CFS) MAX.
321 AC*FT/YR
80 SHARES
SERVICE AREA 10
311 ACRES
156 IRRIGATED ACRES
2184 GPM (4.87 CFS) MAX.
468 AC*FT/YR
117 SHARES
SERVICE AREA 3
306 ACRES
153 IRRIGATED ACRES
2142 GPM (4.77 CFS) MAX.
459 AC*FT/YR
115 SHARES
1 ERU = 8,350 SF IRRIGATED
SERVICE AREA 4
256 ACRES
128 IRRIGATED ACRES
1792 GPM (3.99 CFS) MAX.
384 AC*FT/YR
96 SHARES
1 ERU = 8,350 SF IRRIGATED
LEGEND:
SERVICE AREA 1
SERVICE AREA 2
SERVICE AREA 3
SERVICE AREA 4
SERVICE AREA 5
SERVICE AREA 6
SERVICE AREA 7
SERVICE AREA 8
SERVICE AREA 9
SERVICE AREA 10
SERVICE AREA 11
SERVICE AREA 12
SERVICE AREA 13
PROJECT ENGINEER
DATE
SCALE:
DESIGNED
DRAWN
CHECKED
JONES & ASSOCIATES
CONSULTING ENGINEERS
1716 East 5600 South
South Ogden, Utah 84403 (801) 476-9767
TREMONTON CITY
SECONDARY WATER CAPITAL FACILITIES PLAN
IRRIGATION SERVICE AREAS
SHEET
0
OF SHEETS

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TREMONTON CITY

CITY COUNCIL MEETING

AUGUST 18, 2020

TITLE:	Discussion and consideration of adopting Resolution No. 20-34 approving an aging services contract for Fiscal Year 2021 between Bear River Association of Goverments' Area Agency on Aging and Tremonton City
FISCAL IMPACT:	By entering into this contract, Tremonton City will receive approximately $97,292 in federal and state funds to offset the operational expense associated with senior services.
PREPARED AND PRESENTER:	Shawn Warnke, City Manager

Who, What, and Why: The Bear River Valley Senior Center provides the programs that are required by the Older Americans Act necessary to receive Federal and State funds to assist in providing Congregate Meals, Home Delivered Meals, Transportation, etc. Utah Code requires that counties establish an Area Agency on Aging (AAA) to assist in providing aging services and to disperse state and federal funds to local governments that operate Senior Centers. For Box Elder County the AAA is Bear River Association of Governments (BRAG). By entering into this contract with BRAG, the City will be able to receive federal and state funds to offset the City's operational expense associated with senior services.

Attachments: Draft Resolution

RESOLUTION NO. 20-34

A RESOLUTION APPROVING AN AGING SERVICES CONTRACT FOR THE FISCAL YEAR 2021 BETWEEN BEAR RIVER ASSOCIATION OF GOVERNMENTS' AREA AGENCY ON AGING AND TREMONTON CITY

WHEREAS, the Bear River Valley Senior Center provides services and programs for Bear River Valley Residents over 60 years of age, that helps them stay physically, mentally, and socially strong and to age at their current residence; and

WHEREAS, these senior services and programs include Congregate Meals, Home Delivered Meals, weekly educational activities, including health, education, nutritional, financial, special recreational, and entertainment events; and

WHEREAS, more specifically the Bear River Valley Senior Center provides a congregate meal on weekdays where Seniors can together share a meal and enjoy conversation, friendship; and

WHEREAS, the Bear River Valley Senior Center provides home-delivered meals on weekdays for individuals that are experiencing mental or health issues (recovering from a serious illness or injury) or homebound and otherwise not mobile; and

WHEREAS, the congregate meals and home-delivered meals comply with the Dietary Guidelines for Americans released in May 2000, by U.S. Dept of Health and Human Services and the U.S. Department of Agriculture, and provide each senior that participate with a meal prepared with Required Daily Allowance; and

WHEREAS, the Bear River Valley Senior Center provides roundtrip transportation from the curb of their residence to the curb of the Senior Center for seniors that are generally non-driving, but otherwise mobile; and

WHEREAS, the Bear River Valley Senior Center provides the programs that are required by the Older Americans Act necessary to receive Federal and State funds to assist in providing the aforementioned aging services; and

WHEREAS, Utah Code requires that counties establish an Area Agency on Aging to assist in providing aging services and to disperse state and federal funds to local governments that operate Senior Centers; and

WHEREAS, Box Elder County has designated the Bear River Association of Government as the Area Agency on Aging; and

WHEREAS, the Tremonton City the owner and operator of the Bear River Valley Senior Center located 510 W 1000 North, Tremonton Utah and receives funds from the federal and state

government to offset the operational expense of these programs by entering into a contract with the Bear River Association of Governments' Area Agency on Aging.

NOW, THEREFORE, BE IT RESOLVED that the Tremonton City Council of Tremonton, Utah hereby approves Resolution No. 20-34 the Aging Services Contract for the Fiscal Year 2021 between Bear River Association of Governments' Area Agency on Aging and Tremonton City as contained in Exhibit "A."

Adopted and passed by the governing body of Tremonton City Corporation this 18th day of August 2020.

TREMONTON CITY
A Utah Municipal Corporation

_____
By: Roger Fridal, Mayor

ATTEST:

_____
Linsey Nessen, City Recorder

EXHIBIT "A" –AGING SERVICES CONTRACT FOR THE FISCAL YEAR 2021

BEAR RIVER ASSOCIATION OF GOVERNMENTS
170 N. Main, Logan, Utah 84321 ♦ (435) 752-7242 ♦ Fax (435) 752-6962 ♦ www.brag.utah.gov

Bear River Association of Governments
Box Elder
Cache
Rich

July 30, 2020

EXECUTIVE DIRECTOR
Roger C. Jones

BOX ELDER COUNTY
Roger Fridal
Mayor of Tremonton
Jeff Hadfield
County Commissioner
Jeff Scott
County Commissioner
Stan Summers
County Commissioner
Tyler Vincent
Mayor of Brigham City

CACHE COUNTY
Paul Borup
County Council Member
Craig Buttars
County Executive
Holly Daines
Mayor of Logan
Jeff Young
Mayor of Richmond
Karl Ward
County Council Member

RICH COUNTY
William (Bill) Cox
County Commissioner
Mike Leonhardt
Mayor of Garden City
Scott Sabey
Mayor of Woodruff
Norman (Norm) Weston
County Commissioner
Simeon (Sim) Weston
County Commissioner

Roger Fridal
Mayor of Tremonton City
102 South Tremont St
Tremonton UT 84337

Dear Roger,

I have enclosed the FY21 Senior Center Contract for Bear River Valley Senior Center. After you have reviewed and signed the contract please return it in the enclosed envelope.

Upon return Roger Jones will sign and we will email you the completed signed contract to you.

Thank you, and please feel free to call with any questions.

Sincerely,

Carolyn Reed MSW, CSW, LCHT
Director of Aging Services
Bear River Area Agency on Aging
carolynr@brag.utah.gov
435-713-1466

BEAR RIVER ASSOCIATION OF GOVERNMENTS
170 N. Main, Logan, Utah 84321 ♦ (435) 752-7242 ♦ Fax (435) 752-6962 ♦ www.brag.utah.gov

EXECUTIVE DIRECTOR
Roger C. Jones

BOX ELDER COUNTY
Roger Fridal
Mayor of Tremonton
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County Commissioner
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Mayor of Brigham City

CACHE COUNTY
Paul Borup
County Council Member
Craig Buttars
County Executive
Holly Daines
Mayor of Logan
Jeff Young
Mayor of Richmond
Karl Ward
County Council Member

RICH COUNTY
William (Bill) Cox
County Commissioner
Mike Leonhardt
Mayor of Garden City
Scott Sabey
Mayor of Woodruff
Norman (Norm) Weston
County Commissioner
Simeon (Sim) Weston
County Commissioner

AGING SERVICES CONTRACT FY21

PART 1: GENERAL PROVISIONS

SECTION A: CONTRACT DESCRIPTION AND SPECIFICATIONS

CONTRACTING PARTIES: This agreement is between the **BEAR RIVER ASSOCIATION OF GOVERNMENTS' AREA AGENCY ON AGING,** 170 N. MAIN, LOGAN, UT hereinafter referred to as **BRAG** and **TREMONTON CITY** for **BEAR RIVER VALLEY SENIOR CENTER**, 510 West 1000 North Tremonton, UT. 84337, hereinafter referred to as CONTRACTOR.

1. **PURPOSE OF CONTRACT:** The purpose of this contract is to provide an array of in-home and out-of-home services which will allow functionally disabled senior citizens to remain in their place of residence.

   To help Medicare beneficiaries with questions and problems concerning health insurance issues.

   Facilitate the use of volunteers.

   Parts II and III of this Contract describe in more detail the services and activities the CONTRACTOR shall provide under this Contract. The CONTRACTOR shall use the funds paid by BRAG under this Contract only for the purposes specified in this section and in Parts II and III. The CONTRACTOR represents that it has the financial, managerial and institutional capacity to fully comply with the requirements of this Contract.

2. **CONTRACT PERIOD: Effective July 1, 2020 and terminates June 30, 2021** unless terminated sooner or extended, in accordance with terms and conditions of this contract.

3. **TYPE OF CONTRACTOR:**

   a. **CONTRACTOR Is A Subrecipient.** The CONTRACTOR is a governmental entity and is a "Subrecipient." The term "subrecipient" refers to a non-federal governmental entity or a non-profit or for-profit organization that develops and operates its own program of services for eligible clients, and that receives federal and/or state funds from BRAG or another entity which serves as a "recipient" and "pass-through entity" for such funding. If the CONTRACTOR operates its own program of services for eligible clients, the CONTRACTOR shall comply with the financial record-keeping and reporting requirements that apply to federally-funded subrecipients, even if this Contract is funded solely by *State* funds.

   b. **Local Agency's Subcontractors**. The Local Agency may subcontract this Contract only as provided in Part I, Section E of this Contract.

Serving Northern Utah Since 1971
Aging Services ♦ Community Development & Planning ♦ Economic Development ♦ Housing & Human Services

4. **TYPE OF CONTRACT:**

   a. **This Contract is a "Cost Reimbursement" Contract**. BRAG's payment to the CONTRACTOR is based on supporting documentation from CONTRACTOR showing that the service costs were necessary, reasonable, and actually incurred by the CONTRACTOR in providing the services required by this Contract. The CONTRACTOR shall bill BRAG only for actual costs allowable under federal and DHS cost principles and shall maintain records that adequately support such costs.

   b. **Billing Procedures and Cost Principles**. *See* Part IV of this Contract ("Contract Costs, Billing and Payment Information") for additional provisions about billings, and Part V ("Cost Accounting Principles and Financial Reporting") for applicable cost principles.

5. **CONTRACT COSTS AND PAYMENT:** The CONTRACTOR shall be reimbursed by BRAG not more than **$97,292.74** for services provided in accordance with the terms and conditions of this contract. Payment is based on supporting documentation from the CONTRACTOR showing that the service costs were necessary, reasonable and actually incurred by the CONTRACTOR in providing the services required by this Contract. *See* Part IV ("Contract Cost, Billing and Payment Information") for additional budgeting provisions. The CONTRACTOR shall bill BRAG only for actual costs allowable under federal and DHS cost principles, and the CONTRACTOR shall maintain records that adequately support such costs.

6. **FUNDING SOURCES AND FUNDING REDUCTIONS**:

   a. **Funding Sources**. The funds for this Contract are provided as follows:

CFDA#	FEDERAL OR STATE FUNDING SOURCE	AMOUNT
93.779	Health Insurance Counseling (SHIP)	3,000.00
93.071	Medicare Improvements for Patients (MIPPA)	2,500.00
N/A	State Home Delivered Meals	15,363.00
N/A	State Nutrition C-1	950.00
N/A	State Nutrition C-2	950.00
N/A	State Services	8,005.00
N/A	RVP/Transportation	953.00
93.044	Title IIIB	14,030.00
93.045	Title IIIC-1	20,570.00
93.053	Title IIIC-1 CIC	6,619.16
93.045	Title IIIC-2	14,576.00
93.053	Title IIIC-2 CIH	6,619.16
93.043	Title IIID	3,157.42
	TOTAL	$97,292.74

With regard to the information provided in the table above, the parties acknowledge that the funding from any given funding source for the contract period may vary based on a number of factors, including the specific services purchased from the CONTRACTOR, the frequency with which the CONTRACTOR provides the services, and the eligibility of the clients served by the CONTRACTOR.

b. **REDUCTION OF FUNDS IN CONTRACTS WITH A FIXED-AMOUNT TYPE OF CONTRACT PAYMENT:** If an order or action by the Legislature or the Governor, or a federal or state law reduces the amount of funding to BRAG, BRAG may terminate this Contract or may proportionately reduce the services required by this Contract and the amount to be paid by BRAG to the CONTRACTOR for such services. In addition, if the CONTRACTOR defaults in any manner in the performance of any obligation under this Contract, or if BRAG determines that the CONTRACTOR is significantly underutilizing funds, BRAG, may, at its option, either adjust the amount of payment or withhold payment until satisfactory resolution of the default or underutilization of funds. BRAG shall give the CONTRACTOR thirty (30) days' notice of any such reduction or termination. Notwithstanding the foregoing, BRAG shall reimburse the CONTRACTOR in accordance with the original provisions of this Contract for all services performed before the effective date of the reduction or termination.

This is a "Fixed Amount" Contract, and if BRAG reduces the payments under this contract, the CONTRACTOR may make a proportionate reduction in the amount of services performed or in the number of clients served under this contract. Before implementing any such reductions in services or client numbers, however, the CONTRACTOR shall notify BRAG in writing no less than thirty (30) working days after receiving BRAG's notice of reduction or termination.

7. **COMPLIANCE WITH PROCUREMENT REQUIREMENTS:** The CONTRACTOR is a governmental agency, and this Contract is therefore exempt from the bidding process.

8. **METHODS AND SOURCE OF PAYMENTS TO THE CONTRACTOR:** To obtain payment for the services provided under this Contract, the CONTRACTOR shall submit to BRAG, on a monthly basis, an itemized billing for its authorized services on the appropriate billing form supplied by BRAG, together with supporting documentation. BRAG shall than reimburse the CONTRACTOR by a warrant drawn against the State of Utah. The CONTRACTOR shall bill BRAG only actual costs allowable under the federal and DHS cost principles referred to in Part V ("Cost Accounting Principles and Financial Reporting"), and the CONTRACTOR shall maintain records that adequately support the allowability of these costs.

9. **BILLING DEADLINES:** The CONTRACTOR shall submit all billings and claims for services rendered during a given billing period within ten (10) days after the last date of that billing period. All final billings under the contract must be received within ten (10) days of termination of the contract, regardless of the billing period. If the CONTRACTOR fails to meet these deadlines, BRAG may deny payment for such delayed billings or claims for services.

The BRAG fiscal year is from July 1st through June 30th. The CONTRACTOR shall submit all billings for services performed on or before June 30th of a given fiscal year no later than July 8th of the following fiscal year, regardless of the termination date of the contract. BRAG may delay

or deny payment for services performed in a given fiscal year if it receives the CONTRACTOR's billing for those services later than July 8th of the following fiscal year.

10. **MATCHING FUNDS:** The CONTRACTOR shall provide match of at least **$14,161.00** in cash funds to match required Federal and/or State Funding.

11. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:** This Contract incorporates the following documents by reference:

    a. All documents specified in this Contract and its attachments;

    b. All statutes, regulations, or governmental policies that apply to the CONTRACTOR or to the services performed under this Contract, including any applicable laws relating to fair labor standards, the safety of the CONTRACTOR's employees and others, zoning, business permits, taxes, licenses, and incorporation or partnership, and any laws mentioned in Part I, Section C of the Contract ("CONTRACTOR's Compliance with Applicable Laws") or in the attachments to this Contract. The CONTRACTOR acknowledges that it is responsible for familiarizing itself with these laws and complying with them.

    c. The Approved Area Plan submitted by the Bear River Area Agency on Aging for the upcoming Fiscal Year and any attachments to that Area Plan. Copies of the Area Plan and the attachments may be obtained from BRAG by contacting Carolyn Reed 435-713-1466.

IN WITNESS WHEREFORE, the parties sign and cause this contract to be effective July 1, 2019 to be executed.

PROVIDER/CONTRACTOR

8-5-20

Roger Fridal, Mayor Date
Tremonton City

BEAR RIVER ASSOCIATION OF GOVERNMENTS

Authorized Signature Date
Bear River Association of Governments

PART II

SCOPE OF WORK AND SPECIAL CONDITIONS

DESCRIPTION OF THE SERVICES OR SUPPORTS TO BE PROVIDED UNDER THIS CONTRACT.

1. POPULATION TO BE SERVED:

OLDER AMERICANS ACT PROGRAMS: Individuals 60 years of age and older (including spouse of any age) with social and or economic need, targeting low income minorities.

UNITED STATES DEPARTMENT OF AGRICULTURE CASH-IN-LIEU: Individuals 60 years of age and older (including spouse of any age).

BRAG IN-HOME SERVICES CLIENTS: Individuals currently receiving services through the Aging Medicaid Waiver program, Alternatives program, or Caregiver Support program as authorized by a BRAG case manager.

2. TREATMENT OF SERVICE REQUIREMENTS:

The CONTRACTOR shall provide personal assistance, standby assistance, supervision or cues for individuals having difficulties with one or more of the following activities of daily living:

a. Transportation for an individual who requires help in going from one location to another, using a vehicle.
b. Promote better health by providing accurate and culturally sensitive nutrition and physical fitness programs.

The CONTRACTOR shall also provide:

a. A meal at a nutrition site, senior center or other congregate setting that complies with the Dietary Guidelines for Americans.
b. A meal which complies with the Dietary Guidelines for Americans at the individual's place of residence

3. CONTRACTOR'S QUALIFICATIONS: The CONTRACTOR shall establish and maintain (either directly or by contract) programs licensed under Utah Code Annotated Title 62A, Chapter 2, "Licensure of Programs and Facilities." All programs shall comply with Utah Administrative Code Rule R501, "Administration, Administrative Services, Licensing."

4. DOCUMENTATION REQUIREMENTS: On a monthly basis, the CONTRACTOR shall provide Outcome System Data Information and Information System Data (NAPIS) through the current reporting system. The Contractor shall also cooperate with any BRAG/DAAS requests for special studies or research requested.

   Completed SHIP client and media outreach must be entered online into the STARS program by the **5th of each month.**

   The CONTRACTOR shall maintain a record consisting of the individual's name, services provided, and any other services information pertaining to the individual.

5. MINIMUM PERCENTAGE: The CONTRACTOR will assure that the required minimum percentage of eight percent (8%) of Title IIIB and State Service funds will be expended for the delivery of access services (transportation, outreach, and information referral). The CONTRACTOR may apply for a waiver of the expenditure of the required minimum percentage for the service specified above. If the CONTRACTOR does not expend the required minimum percentage by the end of the Fiscal Year, these unexpended funds will be reallocated to the agencies who did meet the expenditure level. These funds will be distributed in the next fiscal year, utilizing the funding formula and must be expended in the category they were originally designed.

6. PERFORMANCE OBJECTIVES:

   The primary objective of programs operated by the CONTRACTOR, supplemented with funds provided by BRAG and DHS/DAAS, is to maintain an environment in which a senior may remain independent and enhance their quality of life.

   During the current Fiscal Year this objective will be met, in part by:

   Providing meals to 350 seniors in a congregate setting or through pick-up meals or additional home delivered meals, as per COVID19 guidelines.

   Providing home delivered meals to 180 eligible seniors.

   Providing transportation to 15 seniors in service area.

   Providing an array of activities at the senior center, including education, recreation and health promotion.

   Recruiting and maintaining volunteers.

   Maintaining an active Advisory Council.
   Implementing corrections identified in the most recently completed monitoring visit.

PART IV
CONTRACT COSTS, BILLING AND PAYMENT INFORMATION

1. **CONTRACTOR'S SPECIFICS:**
   a. Billing Name and Address of CONTRACTOR:

      Bear River Valley Senior Center
      510 West 1000 North
      Tremonton, UT 84337

   b. Telephone number: (435) 257-9455

   c. Service delivery area where the services will be provided: Northern Box Elder County

   d. Name and address of the entity or individual preparing Contractor's audit report or Financial statement:

      Tremonton City Corporation
      102 South Tremont
      Tremonton, UT 84337

2. **THIS CONTRACT IS A "COST REIMBURSEMENT" CONTRACT:** BRAG's payment to the CONTRACTOR is based on supporting documentation from CONTRACTOR showing that the service costs were necessary, reasonable, and actually incurred by the CONTRACTOR in providing the services required by this Contract.

3. **METHOD AND SOURCE OF PAYMENTS TO THE CONTRACTOR**: To obtain payment for the services provided under this Contract, the CONTRACTOR shall submit to BRAG, on a monthly basis, an itemized billing for its authorized services, together with supporting documentation required by the appropriate billing form supplied by BRAG. BRAG shall then reimburse the CONTRACTOR by a warrant drawn against DHS or the State of Utah. The CONTRACTOR shall bill BRAG only for actual costs allowable under the federal and DHS cost principles referred to in Part V ("Cost Accounting Principles and Financial Reporting"), and the CONTRACTOR shall maintain records that adequately support the allowability of these costs.

4. **UNIFORM BILLING PRACTICES:** CONTRACTOR guarantees that the amounts it charges for services to clients under this Contract shall not be higher than the amounts the CONTRACTOR charges others for comparable services.

5. **BILLING DEADLINES:** The CONTRACTOR shall submit all billings and claims for services rendered during a given billing period within ten (10) days after the last date of that billing period. All final billings under the contract must be received within ten (10) days of termination of the contract, regardless of the billing period. If the CONTRACTOR fails to meet these deadlines, BRAG may deny payment for such delayed billings or claims for services.

The BRAG fiscal year is from July 1st through June 30th. The CONTRACTOR shall submit all billings for services performed on or before June 30th of a given fiscal year no later than July 8th of the following fiscal year, regardless of the termination date of the contract. BRAG may delay or deny payment for services performed in a given fiscal year if it receives the CONTRACTOR's billing for those services later than July 8th of the following fiscal year.

6. **MATCHING FUNDS:** The CONTRACTOR shall provide match of at least **$14,161.00** in cash funds to match required Federal and/or State Funding.

7. **NON-FEDERAL MATCH:** For those contracts requiring a non-federal match, that match shall comply with the provisions of Title 45 of the Code of Federal Regulations, Part 74, Sub-part G.

8. **OVERPAYMENTS, AUDIT EXCEPTIONS AND DISALLOWANCE:** If an independent CPA audit or a fiscal review by BRAG determines that BRAG has over paid the CONTRACTOR for services under this Contract because: (a) the CONTRACTOR'S expenditures under this Contract are ineligible for reimbursement as they were not authorized by this Contract; or (b) the CONTRACTOR'S expenditures are inadequately documented, the CONTRACTOR shall immediately refund such excess payments to BRAG upon written request. Furthermore, BRAG shall have the right to withhold any or all subsequent payments under this or other contracts with the CONTRACTOR until BRAG fully recoups any overpayments made to the CONTRACTOR.

9. **PAYMENT WITHHOLDING:** BRAG may withhold funds from the CONTRACTOR for contract non-compliance, failure to comply with BRAG directives regarding the use of public funds, misuse of public funds or monies, or failure to comply with local, state, or federal law or policy in the CONTRACTOR'S subcontracts with private providers. If an audit finding or judicial determination is made that the CONTRACTOR or its subcontractor misused public funds, BRAG may also withhold funds otherwise allocated to the CONTRACTOR to cover the costs of audits, attorney's fees and other expenses associated with reviewing the CONTRACTOR'S or the subcontractor's expenditure of public funds. BRAG shall give the CONTRACTOR prior written notice that the payment(s) will be withheld. The notice shall specify the reasons for such withholding and the actions that the CONTRACTOR must take to bring about the release of any amounts withheld.

10. **FUND RAISING:** Money donated to the CONTRACTOR is allocable to BRAG supported programs in the same proportion that the BRAG contract is to the total program, unless the donor has restricted the use of funds in writing. Project Income and Fees/Collections are restricted to the programs from which they are generated.

11. **IMPOSITION OF FEES:** The CONTRACTOR will not impose any fees upon clients given services under this contract except as authorized by the state and BRAG.

12. **THIRD-PARTY REIMBURSEMENT & PROJECT INCOME:** The CONTRACTOR is required to pursue reimbursement from all other sources of funding available for services performed under this contract. Other sources of funding include but are not limited to third-party reimbursement and project income.

TREMONTON CITY
CITY COUNCIL MEETING
AUGUST 18, 2020

TITLE:	Discussion and consideration of adopting Resolution No. 20-35 ratifying a land acquisition transaction between Tremonton City and Buttars Holding LLC for Tremonton City's purchase of land for the future expansion of 1650 West Collector Road
FISCAL IMPACT:	$1,347.25 was paid to Buttars, with $951 being paid by the County Corridor Preservation Fund and $396.25 being paid by the City
PRESENTER:	Shawn Warnke, City Manager

Who, What, When, Why: Additional land for the 1650 West intersection is required on the north side to accommodate a right turn lane and turning radii. The City has approached Robert Buttars of Buttars Holdings LLC regarding the City's desire to acquire 317 square feet of property for the expansion of the 1650 West collector road intersection. Mr. Buttars was willing to cooperate by selling the City 317 square feet of property for the expansion of the intersection at 1650 West collector road. Due to the small size of the purchased parcel and the absence of the need for special conditions associated with Buttars' transfer of the property, Buttars and the City elected to close through a title company without an agreement. The adoption of this resolution formalizes the City's acquisition of the property.

Attachments: Draft Resolution

RESOLUTION NO. 20-35

A RESOLUTION OF TREMONTON CITY CORPORATION RATIFYING A LAND ACQUISITION TRANSACTION BETWEEN TREMONTON CITY AND BUTTARS HOLDING LLC FOR TREMONTON CITY'S PURCHASE OF LAND FOR THE FUTURE EXPANSION OF 1650 WEST COLLECTOR ROAD

WHEREAS, Tremonton City (hereafter "City") has developed a Transportation Plan as an element of the General Plan as required by Utah Code Annotated ("UCA") § 10-9a-403 (d); and

WHEREAS, the City's Transportation Plan identifies corridors that need to be preserved for the future collector and arterial roads; and

WHEREAS, there currently exists 1650 West collector road on the north side of Main Street, and the City has identified a need to extend the 1650 West collector road on the south side of Main Street; and

WHEREAS, the City has been able to acquire from Intermountain Farmers Association, Arizona Machinery Co., and Contemporary Homes, LLC, the property for the extension of 1650 West collector road on the southside of Main Street and has caused the 1650 West Subdivision Plat to be recorded in the Box Elder County Recorder's Office on May 8, 2020; and

WHEREAS, additional land for the 1650 West intersection is required on the north side to accommodate a right turn lane and turning radii as shown in Exhibit "A"; and

WHEREAS, the City has approached Robert Palmer Buttars of Buttars Holdings LLC (hereafter "Buttars") regarding the City's desire to acquire 317 square feet of property for the expansion of the 1650 West collector road intersection shown as Purchase Parcel No. 2 (hereafter "Purchase Parcel No. 2") in Exhibit "B"; and

WHEREAS, Buttars is willing to cooperate by selling the City Purchase Parcel No. 2 for the expansion of the intersection at 1650 West collector road; and

WHEREAS, due to the small size of Purchase Parcel No. 2 and the absence for the need of special conditions associated with Buttars' transfer of the property, Buttars and the City (hereafter "Parties") have elected not to create real estate purchase agreement, but rather have agreed to as follows; and

WHEREAS, the Parties agreed to accept the property survey, which was prepared by Roger C. Slade, a licensed surveyor with Hansen & Associates, to legally describe Purchase Parcel No. 2 to be used to prepare a warranty deed, and the official square footages of the Purchase Parcel No. 2 as contained in Exhibit "B"; and

WHEREAS, the Parties consented to accept the administrative cost estimate (ACE), which was prepared by David P. Holtby, a licensed appraiser with the DH Group to determine the appraised value of the Purchase Parcel No. 2 as contained in Exhibit "C"; and

WHEREAS, the Parties agreed that the purchase price for Purchase Parcel No. 2 would be $1,347.25 paid to Buttars, for Buttars conveying to the City clear title for the Purchase Parcel No. 2 as further explained below; and

$951	Calculated by multiplying $3.00 per square, which was determined to be the appraised value Purchase Parcel No. 2 by the ACE
$396.25	Calculated by multiplying $1.25 per square foot, which was the amount negotiated by Buttars as an inducement to sale the Purchase Parcel No. 2 to the City
$1,347.25	***Grand Total to be paid to Buttars for conveying clear title of the Purchase Parcel No. 2 to Tremonton City***

WHEREAS, the City used $951 from the Box Elder County Local Transportation Corridor Preservation Fund to pay the amount determined to be the appraised value of Purchase Parcel No. 2 and Buttars signed all necessary acknowledgments associated with the use of these funds as contained in Exhibit "D"; and

WHEREAS, Purchase Parcel No. 2 was conveyed by Warranty Deed and all other documents necessary to finalize the land acquisition being prepared by American Secure Title, in Tremonton, UT, as contained in Exhibit "E."

NOW, THEREFORE, BE IT RESOLVED that the City Council of Tremonton, Utah does hereby ratifies the land acquisition transaction between Tremonton City and Buttars Holding LLC for Tremonton City's purchase of land for the future expansion of 1650 West Collector Road.

Adopted and passed by the governing body of Tremonton City Corporation this 18th day of August 2020.

TREMONTON CITY
A Utah Municipal Corporation

By _____
Roger Fridal, Mayor

ATTEST:

_____
Linsey Nessen, City Recorder

EXHIBIT "A"

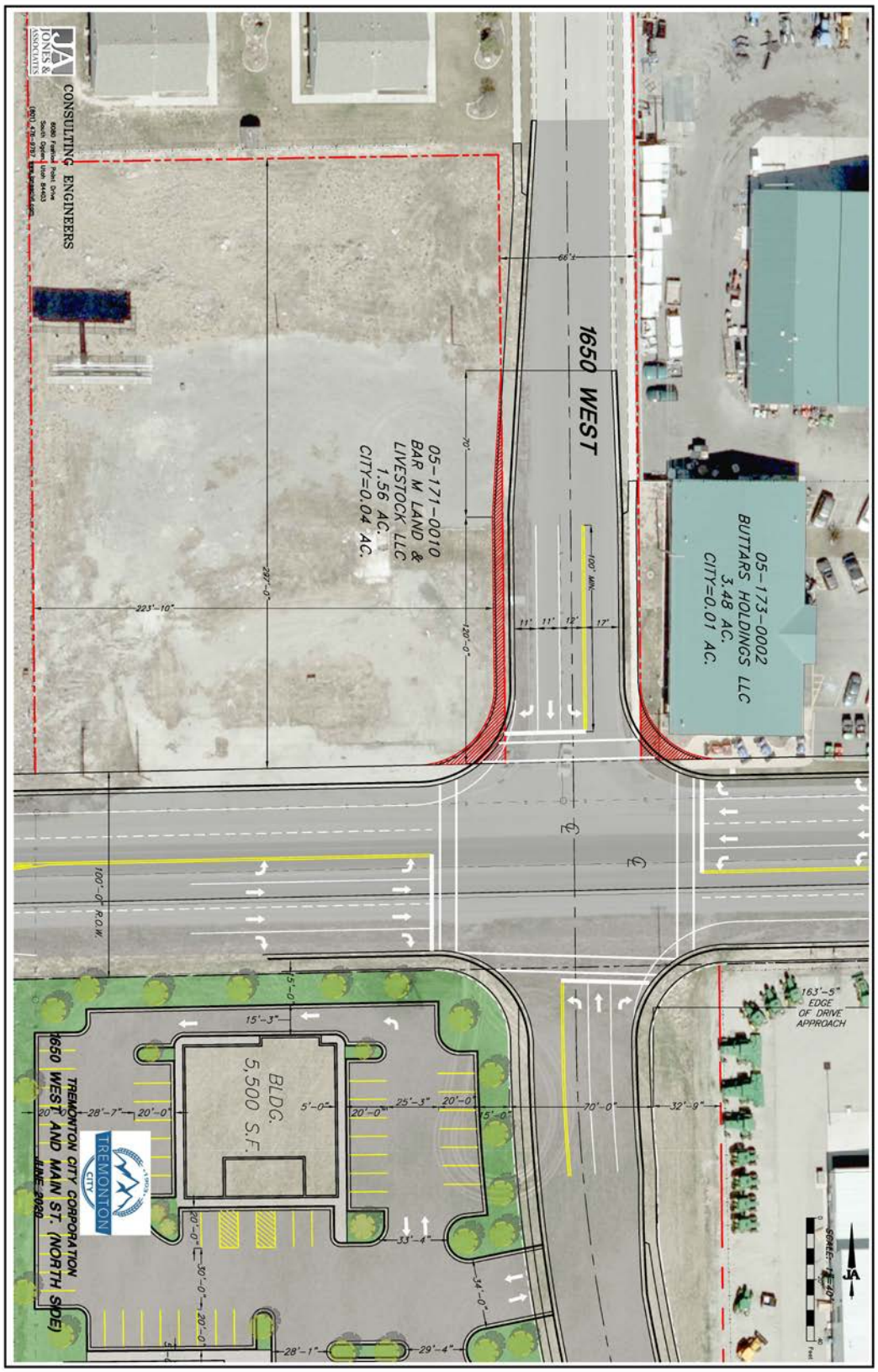

CONSULTING ENGINEERS
JONES & ASSOCIATES
1650 WEST
05-171-0010
BAR M LAND & LIVESTOCK LLC
1.56 AC.
CITY=0.04 AC.
05-173-0002
BUTTARS HOLDINGS LLC
3.48 AC.
CITY=0.01 AC.
BLDG.
5,500 S.F.
100'-0" R.O.W.
16.3'-5" EDGE OF DRIVE APPROACH
TREMONTON CITY CORPORATION
1650 WEST AND MAIN ST. (NORTH SIDE)
MAY 2020
TREMONTON CITY
SCALE: 1"=10'

EXHIBIT "B"

PARCEL NO. 1 BOUNDARY DESCRIPTION
PROPERTY TAX ID NO. 05-171-0010

A PART OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 11 NORTH, RANGE 3 WEST OF THE SALT LAKE BASE AND MERIDIAN

BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 102 (MAIN STREET) AND THE WEST RIGHT-OF-WAY LINE OF 1650 WEST STREET, ALSO BEING THE SOUTHEAST CORNER OF BUTTERS HOLDINGS LLC PROPERTY AS RECORDED AS ENTRY NO. 05-171-0010 LOCATED 2733.36 FEET SOUTH 89°44'32" WEST ALONG THE NORTH LINE OF SAID SECTION 4; AND 65.00 FEET NORTH 00°40'42" WEST FROM THE NORTHEAST CORNER OF SAID SECTION 4;

RUNNING THENCE SOUTH 89°44'32" WEST 41.61 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE NEW WESTERLY RIGHT-OF-WAY LINE OF 1650 WEST STREET; THENCE ALONG SAID NEW RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: (1) NORTHWESTERLY 55.17 FEET ALONG THE ARC OF A 1,050.00 FOOT RADIUS CURVE, A DISTANCE OF 58.31 FEET, CHORD BEARS NORTH 44°01'53" EAST 54.47 FEET, HAVING A CENTRAL ANGLE OF 89°31'19"; (2) NORTH 00°40'42" WEST 190.01 FEET TO THE LEFT ALONG THE ARC OF A 1,050.00 FOOT RADIUS CURVE, A DISTANCE OF 58.31 FEET, CHORD BEARS NORTH 44°01'53" EAST 54.47 FEET, HAVING A CENTRAL ANGLE OF 89°31'19"; (2) NORTH 00°40'42" WEST 190.01 FEET TO THE NORTH LINE OF SAID SECTION 4; THENCE SOUTH 89°44'32" EAST 70.33 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE OF SAID 1650 WEST STREET; THENCE SOUTH 00°40'42" EAST 190.01 FEET TO THE POINT OF BEGINNING. CONTAINING 1,077 SQUARE FEET OR 0.025 ACRES.

PARCEL NO. 2 BOUNDARY DESCRIPTION
PROPERTY TAX ID NO. 05-171-0002

A PART OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 11 NORTH, RANGE 3 WEST OF THE SALT LAKE BASE AND MERIDIAN

BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 102 (MAIN STREET) AND THE WEST RIGHT-OF-WAY LINE OF 1650 WEST STREET, ALSO BEING THE SOUTHEAST CORNER OF BUTTERS HOLDINGS LLC PROPERTY AS RECORDED AS ENTRY NO. 05-171-0002 LOCATED 2831.36 FEET SOUTH 89°44'32" WEST ALONG THE NORTH LINE OF SAID SECTION 4; AND 65.00 FEET NORTH 00°40'42" WEST FROM THE NORTHEAST CORNER OF SAID SECTION 4;

RUNNING THENCE NORTH 89°44'32" WEST 38.38 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO THE NEW NORTHEASTERLY RIGHT-OF-WAY LINE OF 1650 WEST STREET; THENCE ALONG SAID NEW RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: (1) NORTHWESTERLY 55.17 FEET ALONG THE ARC OF A 1,050.00 FOOT RADIUS CURVE, A DISTANCE OF 58.38 FEET, CHORD BEARS NORTH 43°28'46" WEST 55.17 FEET, HAVING A CENTRAL ANGLE OF 89°31'39" TO SAID NORTH RIGHT-OF-WAY LINE; (2) SOUTH 89°44'32" EAST 33.52 FEET, HAVING A CENTRAL ANGLE OF 89°31'39" TO SAID NORTH RIGHT-OF-WAY LINE; THENCE SOUTH 00°40'42" EAST 55.00 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING. CONTAINING 317 SQUARE FEET OR 0.007 ACRES.

SURVEYOR'S CERTIFICATE

I, Roger C. Stoda, do hereby certify that I am a Professional Land Surveyor and Professional Land Surveyor in the State of Utah in accordance with Title 58, Chapter 22, Professional Engineers and Professional Land Surveyors Licensing Act, and that I hold License No. 11598802 as prescribed by the laws of the State of Utah. I further certify that this plat is in accordance with Section 17-23-17 and have verified all measurements, and that the monuments shown hereon have been located and/or Placed on the ground as represented on this plat.

Signed this _____ day of _____, 2020.

Roger C. Stoda, PLS
Utah Land Surveyor License No. 11598802

STATE OF UTAH — PROFESSIONAL LAND SURVEYOR — 11598802 — Roger C. Stoda

Exhibit Survey for
Tremonton City
1650 West Roadway Acquisition
±1650 West Main Sheet
Tremonton, Box Elder County, Utah
A Part of the Southeast and Southwest Quarters of Section 4 Township 11 North, Range 3 West, S.L.B.&M.

Drawn By: RS Date: 06/10/2020
Designed By: _____
Checked By: _____
Approved By: _____
Scale: 1" = 60'
Drawing File: 19-3-278r13 fcd Main St.dwg
JOB NUMBER: 19-3-278

HANSEN & ASSOCIATES, INC.
Consulting Engineers and Land Surveyors
535 North Main Street, Brigham, Utah 84302
Visit us at www.hales.net
Brigham City (435) 723-3491 Ogden (801) 399-4905 Logan (435) 752-8272
Celebrating over 60 Years of Business

No.	Date	By	Revision

Sheet 1 of 1 Sheets

EXHIBIT "C"

Tremonton City
Shawn Warnke, City Manager
Compensation Estimate

Project No:	1650 West Extension	Parcel ID:	Buttars Holdings
Job/Proj / Auth No.:	NA	County Parcel No.:	05-173-0002
Project Location:	1650 West Street Extension Project		
County of Property:	Box Elder		
Property Address:	NEC of 1650 West and Main Street, Tremonton, Utah		
Owner / Grantor (s):	Buttars Holdings LLC		
Owners Address:	3225 W Cobblecrest Rd, Deweyville, Utah		
Owners Home Phone:	435-230-0446	Owners Email:	

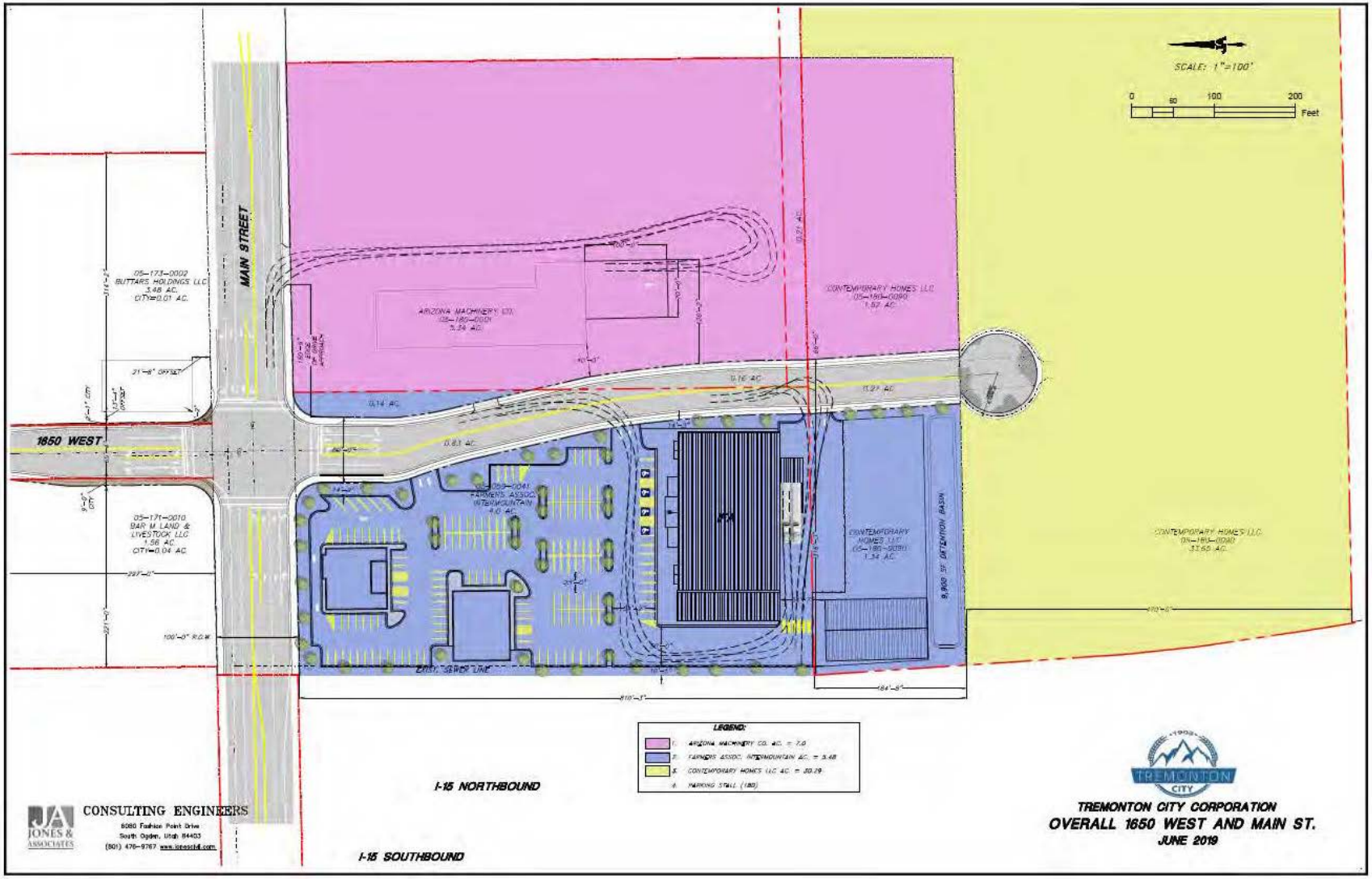
Parcel No.	Type	Size	Unit	Price Per Unit	Property Use	Parcel Jurisdiction		
Buttars Holdings	Land	436	SQFT	$3.00	Commercial	Tremonton		
VALUE OF THE TAKING					%	Factor		
Buttars Holdings		436	SQFT	$3.00	100%	x 1	=	$1,306.80
IMPROVEMENTS								
Buttars Holdings	Improvements lost							$0.00
Buttars Holdings	Cost to Cure: Misc yard and site improvements							$0.00
OTHER COSTS								
Buttars Holdings	Improvements							$0.00
Buttars Holdings	Rounding							$43.20
TOTAL COMPENSATION								**$1,350.00**

Tremonton City declares that this offer is the amount that has been established by Tremonton City as just compensation and is in accordance with applicable State laws and requirements. Just compensation is defined as the fair market value of the property taken, plus damages, if any, to the remaining property, less any benefit which may accrue to said property by reason of the construction of the improvements of the project.

Date:_____

Signature:_____
Name: Shawn Warnke
Title: City Manager Manager

1650 West Roadway Extension Project Corridor Preservation									
Land Acquisitions	Parcel ID	Owner(s)	Fee Acquisition (SF)	Easement (SF)	$/SF/Unit	Factor	Factor	Totals	TOTAL(S)
	Buttars	Buttars Holdings LLC	436		$3.00	1.00	1.00	$1,308	
									$1,308
Improvements Acquired	Parcel #	Improvements Acquired	Unit	Quantity	Unit Price	Deprec.	Adj. $/Unit	Totals	TOTAL(S)
	Buttars	**None**	**SF**	**0**	**$0.00**	**0%**	**$0.00**	**$0**	
									$0
Cost To Cure	Parcel #	Cost-to-Cure	Unit	Quantity	Unit Price	Factor		Totals	TOTAL(S)
	Buttars	**None**	**Each**	**0**	**$0.00**	**1.00**	**$0**	**$0**	
									$0
Damages	Parcel #	Damages						Totals	TOTAL(S)
	Buttars	**None**						**$0**	
									$0
Special Benefits	Parcel #	Special Benefits				Factor	Factor	Totals	TOTAL(S)
	Buttars	**None**				**1.00**	**1.00**	**$0**	
									$0
Total Award		Total Award							
		Total							**$1,308**
		Total, Rounded Off/Up +							**$1,350**


SCALE: 1"=100'
0
50
100
200
Feet
MAIN STREET
1650 WEST
05-173-0002
BUTTARS HOLDINGS LLC
3.48 AC.
CITY=0.01 AC.
ARIZONA MACHINERY CO.
05-180-0001
5.34 AC.
CONTEMPORARY HOMES LLC
05-180-0090
1.57 AC.
05-180-0041
FARMERS ASSOC.
INTERMOUNTAIN
4.0 AC.
05-171-0010
BAR M LAND &
LIVESTOCK LLC
1.56 AC.
CITY=0.04 AC.
CONTEMPORARY
HOMES LLC
(05-180-0091)
1.34 AC.
CONTEMPORARY HOMES LLC
05-181-0090
33.65 AC.
8,900 SF DETENTION BASIN
EXIST. SEWER LINE
0.14 AC.
0.83 AC.
0.16 AC.
0.27 AC.
0.29 AC.
21'-8" OFFSET
100'-0" R.O.W.
LEGEND:
1. ARIZONA MACHINERY CO. AC. = 7.0
2. FARMERS ASSOC. INTERMOUNTAIN AC. = 5.48
3. CONTEMPORARY HOMES LLC AC. = 30.29
4. PARKING STALL (180)
I-15 NORTHBOUND
I-15 SOUTHBOUND
CONSULTING ENGINEERS
8080 Fashion Point Drive
South Ogden, Utah 84403
(801) 476-9767 www.jonesslt.com
TREMONTON CITY
TREMONTON CITY CORPORATION
OVERALL 1650 WEST AND MAIN ST.
JUNE 2019


1635 W
1615 W
1593 W
1571 W
1549 W
1640 W
1650 W
100 N
LARSON WESLEY E
05-232-0012
BATCHELOR KRISTIE
05-232-0013
FAIRVIEW ESTATES SUBDIVISION PHASE
JONES JAMES K
05-232-0015
FISHER VAL S ETUX
05-232-0003
TRIPLE H RENTALS LLC
05-232-0001
WOODFIELD RD
BUTTARS HOLDINGS LLC
05-173-0002
S & P INVESTMENTS LLC
05-173-0034
BAR M LAND & LIVESTOCK LLC
05-171-0010
Mile
15
102
MAIN ST
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, BECO

EXHIBIT "D"

Offer to Purchase and Statement of Just Compensation - Buttars Holdings LLC

Project Name:	Tremonton City 1650 West Collector Road
Tax ID(s):	05-173-0002
Project Location:	1650 West & Main Street (SR 102), Tremonton, UT 84337
Owner/Grantor Name:	Buttars Holdings LLC
Property Owner Address:	3225 W Cobblecrest Road Deweyville, UT 84309
Owner Phone:	(435) 257-7000

Tremonton City hereby makes Buttars Holdings LLC an offer to purchase a portion of parcel 05-173-0002 for $1,347.25 more specifically described in Exhibit "A" which is attached, as Just Compensation for Buttars Holdings LLC.

Tremonton City declares this offer is the amount that has been established by David P. Holtby, DH Group Appraiser, as just compensation and is in accordance with applicable state laws and requirements. Just compensation is defined as the fair market value of the property taken plus damages, if any, to the remaining property, less any benefit which may accrue to said property by reason of the construction of the highway. This amount is based on the land, improvements, and any fixtures considered to be real property.

The public-use for which the property or property right is being acquired herein, may include but is not limited to the following possible uses: the construction and improvement of a highway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, rest areas, buildings, signs, and traffic control devices, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, biofuel production, slope projections, drainage appurtenance, noise abatement, landscaping, and other related transportation uses.

By: _____ *Date:* 8-11-20
Robert Palmer Buttars, Buttars Registered Agent

By: _____ *Date:* 7/31/2020
Shawn Warnke, Tremonton City Manager

Approved: _____ *Date:* 7-14-20
Roger Fridal, Tremonton City Mayor

Attested: _____ *Date:* 7/14/2020
Linsey Nessen, Tremonton City Recorder

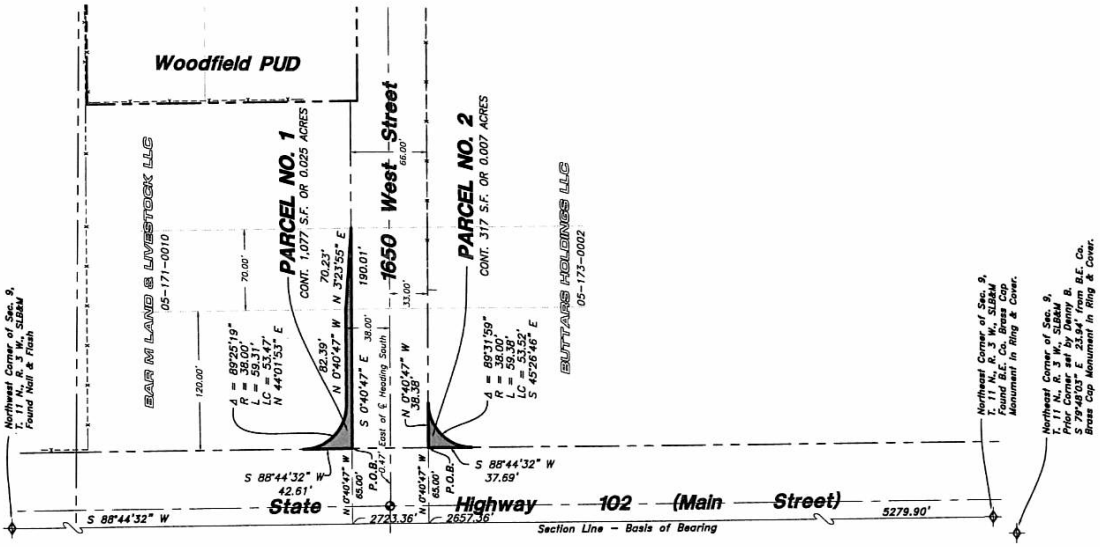
Exhibit "A" - Offer to Purchase and Statement of Just Compensation- Buttars Holdings LLC

PARCEL NO. 2 BOUNDARY DESCRIPTION
PROPERTY TAX ID NO. 05-173-0002

A PART OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 11 NORTH, RANGE 3 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 102 (MAIN STREET TREMONTON) AND THE EAST RIGHT-OF-WAY LINE OF 1650 WEST STREET ALSO BEING THE SOUTHWEST CORNER OF BUTTARS HOLDINGS LLC PROPERTY, TAX ID NO. 05-173-0002 LOCATED 2657.36 FEET SOUTH 88°44'32" WEST ALONG THE NORTH LINE OF SAID SECTION AND 65.00 FEET NORTH 00°40'47" WEST FROM THE NORTHEAST CORNER OF SAID SECTION 9;

RUNNING THENCE NORTH 00°40'47" WEST 38.38 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO THE NEW NORTHEASTERLY RIGHT-OF-WAY LINE OF 1650 WEST STREET; THENCE ALONG SAID NEW NORTHEASTERLY RIGHT-OF-WAY LINE SOUTHEASTERLY TO THE LEFT ALONG THE ARC OF A 38.00 FOOT RADIUS CURVE, A DISTANCE OF 59.38 FEET, CHORD BEARS SOUTH 45°26'46" EAST 53.52 FEET, HAVING A CENTRAL ANGLE OF 89°31'59" TO SAID NORTH RIGHT-OF-WAY LINE; THENCE SOUTH 88°44'32" WEST 37.69 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING. CONTAINING 317 SQUARE FEET OR 0.007 ACRES.



Grantor understands this agreement is an option until approved by the Director of Right of Way

Grantor _____ Date 8-11-20

Tremonton City Right of Way Contract - Buttars

Advanced Acquisition – Local Corridor Preservation Funds

Project Name:	Tremonton City 1650 West Collector Road
Tax ID(s):	05-173-0002
Project Location:	1650 West & Main Street (SR 102), Tremonton, UT 84337
Owner/Grantor Name:	Buttars Holdings LLC
Property Owner Address:	3225 W Cobblecrest Road Deweyville, UT 84309
Owner Phone:	(435) 257-7000

In consideration of the foregoing and other considerations hereinafter set forth, it is mutually agreed by the parties as follows: The Grantor hereby agrees to convey and sell by Warranty Deed portions of parcel 05-173-0002, more specifically described in Exhibit "A" which is attached for transportation purposes.

1. Grantor will transfer property free of all liens and encumbrances except recorded easements
2. Grantor agrees to transfer property free of all debris and any hazardous materials (including paint or other household products.)
3. Grantor shall leave the property in the same condition as it was when this contract was signed. No work, improvement, or alteration will be done to the property other than what is provided for in this agreement. Grantor agrees to maintain the property until Tremonton City takes possession.
4. Grantor agrees to pay any and all taxes assessed against this property prior to the date of closing.
5. This is a voluntary sale to Tremonton City. It is not subject to condemnation.
6. As this is a voluntary sale, the Grantors waive any right they have to a "first right of refusal" on any surplus property not used for the proposed highway or other transportation projects.
7. Tremonton City shall pay in full to the Grantor for the real property in the deed referenced above.
8. Grantor shall indemnify and hold harmless Grantee from and against any and all claims, demands, and actions, including costs, from lien holders or lessees of the property.

Total Selling Price: $1,347.25

By: _____ *Date:* 8/11/20
Robert Palmer Buttars, Buttars Registered Agent

By: _____ *Date:* 7/13/2020
Shawn Warnke, Tremonton City Manager

Approved: _____ *Date:* 7-14-20
Roger Fridal, Tremonton City Mayor

Attested: _____ *Date:* 7/14/2020
Linsey Nessen, Tremonton City Recorder

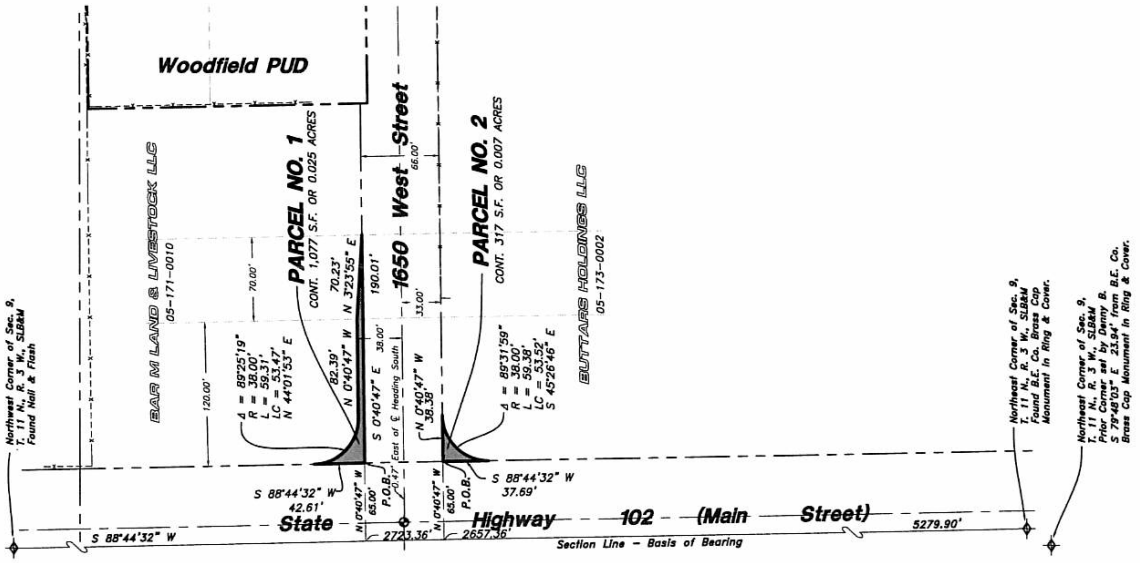
Exhibit "A" - Tremonton City Right of Way Contract - Buttar

PARCEL NO. 2 BOUNDARY DESCRIPTION
PROPERTY TAX ID NO. 05-173-0002

A PART OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 11 NORTH, RANGE 3 WEST OF THE SALT LAKE BASE AND MERIDIAN.

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Voluntary Sale Acknowledgement- Buttars

Project Name:	Tremonton City 1650 West Collector Road
Tax ID(s):	05-173-0002
Project Location:	1650 West & Main Street (SR 102), Tremonton, UT 84337
Owner/Grantor Name:	Buttars Holdings LLC
Property Owner Address:	3225 W Cobblecrest Road Deweyville, UT 84309
Owner Phone:	(435) 257-7000

I, Robert Palmer Buttars, Buttars Registered Agent, do hereby acknowledge the selling of a portion of parcel 05-173-0002, more specifically described in Exhibit "A" which is attached, to Tremonton City is a voluntary sale and is done of my own free will and choice without any duress and threat of condemnation from Tremonton City.

BUTTARS HOLDINGS LLC

By: _____
Robert Palmer Buttars, Buttars Holdings LLC Registered Agent

ACKNOWLEDGEMENT

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

On the 11 day of August, 2020, personally appeared before me Robert Palmer Buttars, the signer of the above instrument, who duly acknowledged to me that he executed the same.* and Leann P. Buttars

By: _____
Notary Public

NOTARY PUBLIC
JENNY GORING
707542
MY COMMISSION EXPIRES
AUGUST 14, 2023
STATE OF UTAH

Exhibit "A" - Voluntary Sale Acknowledgement- Buttars

PARCEL NO. 2 BOUNDARY DESCRIPTION
PROPERTY TAX ID NO. 05-173-0002

A PART OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 11 NORTH, RANGE 3 WEST OF THE SALT LAKE BASE AND MERIDIAN.

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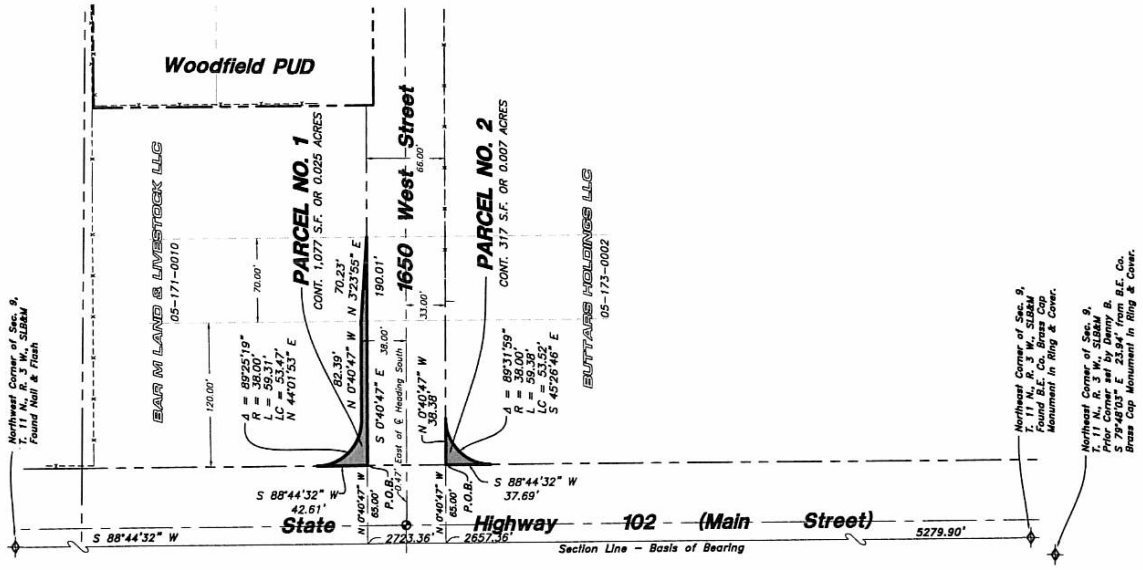


EXHIBIT "E"

ALTA Settlement Statement - Buyer - Adopted 5-1-2015

AMERICAN SECURE TITLE INSURANCE AGENCY
399 NORTH MAIN, Suite 210
LOGAN, UT 84321
Settlement Location
781 East Main, Ste B, Tremonton, UT 84337
435-257-5176

ALTA No: 1039289

Property Address:
1640 WEST MAIN, TREMONTON, UT 84337, Tax ID: 05-173-0002 (PART OF)
Buyer: TREMONTON CITY CORPORATION, A BODY CORPORATE AND POLITIC OF THE STATE OF UTAH
Seller: BUTTARS HOLDINGS LLC, a Utah Limited Liability Company
Lender:

FileNo: 164924
Escrow Officer: JENNY GORING
Settlement Date: 8/11/2020
Disbursement Date: 8/11/2020
Loan Type:
Loan No:

Description	Buyer	
	Debit	Credit
Financial COUNTY PORTION = 317# x $3.00 = $951.00		
Sale Price of Property	$1,347.25	
CITY PORTION = 317# x $1.25 = $396.25		
Prorations/Adjustments		
City/Town Taxes		
$1,347.25		
Loan Charges to		
Impounds		
Title Charges & Escrow / Settlement Charges		
Title - Settlement Fee to AST	$250.00	
Title - Owners Coverage Premium to AST	$220.00	
Government Recording and Transfer Charges		
$0.00 Deed		
$0.00 Mortgage		
Payoff(s)		
Miscellaneous		
Recording Partial Release of Lien - CVB to AST	$45.00	
Subtotals	$1,862.25	$0.00
Due From Buyer		$1,862.25
Totals	$1,862.25	$1,862.25

-$396.25

COUNTY PORTION = $1,466.00

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RESOLUTION NO. 20-36

A RESOLUTION OF TREMONTON CITY CORPORATION APPROVING THE RIVER VALLEY SELF STORAGE SITE PLAN, PHASE 1 DEVELOPMENT AGREEMENT

WHEREAS, the Developer desires to develop a parcel of 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 site plan requirements, landscape plans (including utility plans), reports and other documents required for the approval of a Site Plan 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 to serve such area and will further require the installation of specific 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 River Valley Self Storage Site Plan, Phase 1.

NOW, THEREFORE, BE IT RESOLVED by the Tremonton City Council that the River Valley Self Storage Site Plan, Phase 1 Development Agreement is approved as attached in Exhibit "A."

Adopted and passed by the governing body of Tremonton City Corporation this 18th day of August 2020.

TREMONTON CITY
A Utah Municipal Corporation

By _____
Roger Fridal, Mayor

ATTEST:

_____
Linsey Nessen, City Recorder

EXHIBIT “A”

RIVER VALLEY SELF STORAGE SITE PLAN, PHASE 1
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (hereinafter "Agreement"), is made and entered into this 7 day of July, 2020, by and between the TREMONTON CITY, a body corporate and politic of the State of Utah, (hereinafter the "City") and RIVER VALLEY DEVELOPMENT, LLC (hereinafter "Developer") the City or Developer may be referred to individually as" Party" or collectively as Parties:

RECITALS

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

Parcel 05-055-0074 - PART SEC 05, T 11N, R 03W, SLM. BEGINNING AT POINT S 89*15`55" W ALONG SECTION LINE 1181.21 FT & N 00*44`05" W 339.40 FT FROM THE SE CORNER OF SAID SECTION, SAID POB BEING ON THE NORTH LINE OF NORTH FRONTAGE ROAD R/W, N 00*35`12" W 309.10 FT, N 89*24`48" E 137.25 FT, N 00*35`11" W 325.06 FT, S 89*24`49" W 274.50 FT, S 00*35`11" E ALONG WEST LINE OF E/2 SE/4 SAID SECTION 622.01 FT TO NORTH R/W LINE OF NORTH FRONTAGE ROAD, S 85*31`30" E 137.79 FT TO POB.

Parcel 05-055-0034 - PART OF THE SE/4 SEC 05, T 11N, R 03W, SLM. BEGINNING AT POINT ON NW LINE OF AN ACCESS ROAD LOCATED SOUTH 89*15`55" WEST ALONG SAID SE/4 1181.21 FT & NORTH 00*44`05" WEST 339.40 FT FROM SE CORNER OF SAID SEC SAID POB BEING ON NORTH LINE OF NORTH FRONTAGE RD R/W. THENCE NORTH 00*35`12" WEST 309.10 FT; NORTH 89*24`48" EAST 137.25 FT; SOUTH 00*35`11" EAST 330.90 FT, TO POINT ON CURVE RADIUS 449.26 FT CHORD BEARS NORTH 79*35`28" WEST 92.91 FT, ALONG SAID CURVE THROUGH CENTRAL ANGLE OF 11*52`12" 93.07 FT; NORTH 85*31`30" WEST 46.23 FT TO POB.

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

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 Site Plan, Construction Drawings and in full compliance with the standards and specification of the City, at the time of approval of the Site Plan, subject to a two (2) year time limitation from the date of approval of the Site Plan, 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 Site Plan, the Developer shall resubmit the Site Plan 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 Site Plan, 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 a 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 a licensed surveyor, the public water lines and stubs to each lot, charged fire hydrants, sanitary sewer lines, and stubs to each lot, street lights and public streets (including all-weather access, curb, gutter, and pavement with at least the base course completed), serving such structure have been completed and accepted by the City.

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

I. **Financial Responsibilities of Developer.** Except as otherwise herein specifically agreed, the Developer agrees to install and pay for all water, sanitary sewer, and storm drainage facilities and appurtenances, and all streets, curbs, gutters, sidewalks, trails and other public improvements required by this Development as shown on the Site Plan, 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 Site Plan 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 Site Plan 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 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 Site Plan, without interference from the City, so long as development is completed in accordance with the plans specifically shown on the Site Plan, 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. Bear River Water Canal Shares. Per Section 2.06.105 of the Tremonton City Land Use Code, the Developer dedicates to Tremonton City .64 water shares in the Bear River Canal Company before the issuance of a building permit for the first phase. The .64 water share is the entire water shares that are needed for the entire site based upon the site plan attached in Exhibit C.

B. Municipal Utility Easement. That the Developer provides the City a minimum fifteen (15) foot Municipal Utility Easement along the south end of the Property prior to the issuance of a building permit for the first phase. The Developer shall provide a legal description of the Municipal Utility Easement to the City, and the City shall prepare the easement form for the Developer signature, which the Owner/Developer shall not unreasonably withheld.

C. Storm Drain Basin and Landscaping Buffer. That the Developer constructs a Storm Drain Basin, landscape said storm drain basin and landscape fifteen (15') of the south end of the Property when a building permit is issued on the south half of the Property. The south half of the Property is defined as any point that is three hundred and fifteen feet (315') south of BR Mountain Road.

D. Landscaping Frontage of BR Mountain Road. That the Owner/Developer landscape the BR Mountain frontage in accordance with the City's Land Use Code concurrent with the development of the phase that has frontage on BR Mountain Road.

E. Fencing. That the Developer install decorative fencing and other fencing in accordance with the City's Land Use Code contained in Section 1.19.090.

F. Fee-in-Lieu. That the Developer pay a fee-in-lieu of $1,890.00 for remaining curb, gutter, and sidewalk for the portion of BR Mountain Road that currently does not have said improvements. The payment of the fee-in-lieu shall occur before a building permit is issued for the first phase.

G. Fire Hydrant. That the Developer extends an eight (8") inch water line and install a fire hydrant at the rear of the Property when a building permit is issued for the south half of the Property. The south half of the Property is defined as any point that is three hundred and fifteen feet (315) south of BR Mountain Road.

SECTION 3. MISCELLANEOUS

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

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

C. **Compliance with City Building Inspector, City Engineer, and City Public Works Director.** The Developer hereby agrees that it will require its contractors and subcontractors to cooperate with the City's Building Inspector, City Engineer, or City Public

Works Director by ceasing operations when winds are of sufficient velocity to create blowing dust, which, in the inspector's opinion, is hazardous to the public health and welfare.

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

E. **Consequences of Developer non-compliance with Site Plan 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 Site Plan and Construction Drawings, or any documents executed in the future that are required by the City for the approval of an amendment to the Site Plan 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 Site Plan, 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 Site Plan of all, or a portion of the Property. This Agreement shall also be binding upon and inure to the benefit of the Parties hereto, their respective personal representatives, heirs, successors, grantees, and assigns. It is agreed that all improvements required pursuant to this Agreement touch and concern the Property regardless of whether such improvements are located on the Property. Assignment of interest within the meaning of this paragraph shall specifically include, but not be limited to, a

conveyance or assignment of any portion of the 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: River Valley Development, LLC
470 North 2450 West
Tremonton, Utah 84337

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

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 Site Plan.

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: _____
Mayor, Tremonton City

ATTEST:

_____
City Recorder

APPROVED AS TO CONTENT:

_____
City Engineer

APPROVED AS TO FORM:

_____
City Attorney

DEVELOPER:

By: _____ By: _____

Print Name: John Losee _____

OWNER:

By: _____ By: _____

Print Name: John Losee _____

Developer/Owner Acknowledgment

State of Utah)
§
County of BOX ELDER)

On this 7 day of July, in the year 2020, before me STEVEN D BENCH a notary public, personally appeared JOHN LOSEE, 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.

STEVEN D. BENCH
NOTARY PUBLIC • STATE of UTAH
COMMISSION NO. 707880
COMM. EXP. 09-17-2023

_____
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 8 day of July, in the year 2020, 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.

STEVEN D. BENCH
NOTARY PUBLIC • STATE of UTAH
COMMISSION NO. 707880
COMM. EXP. 09-17-2023

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

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

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

MAINTENANCE GUARANTEE:

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

REPAIR GUARANTEE:

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

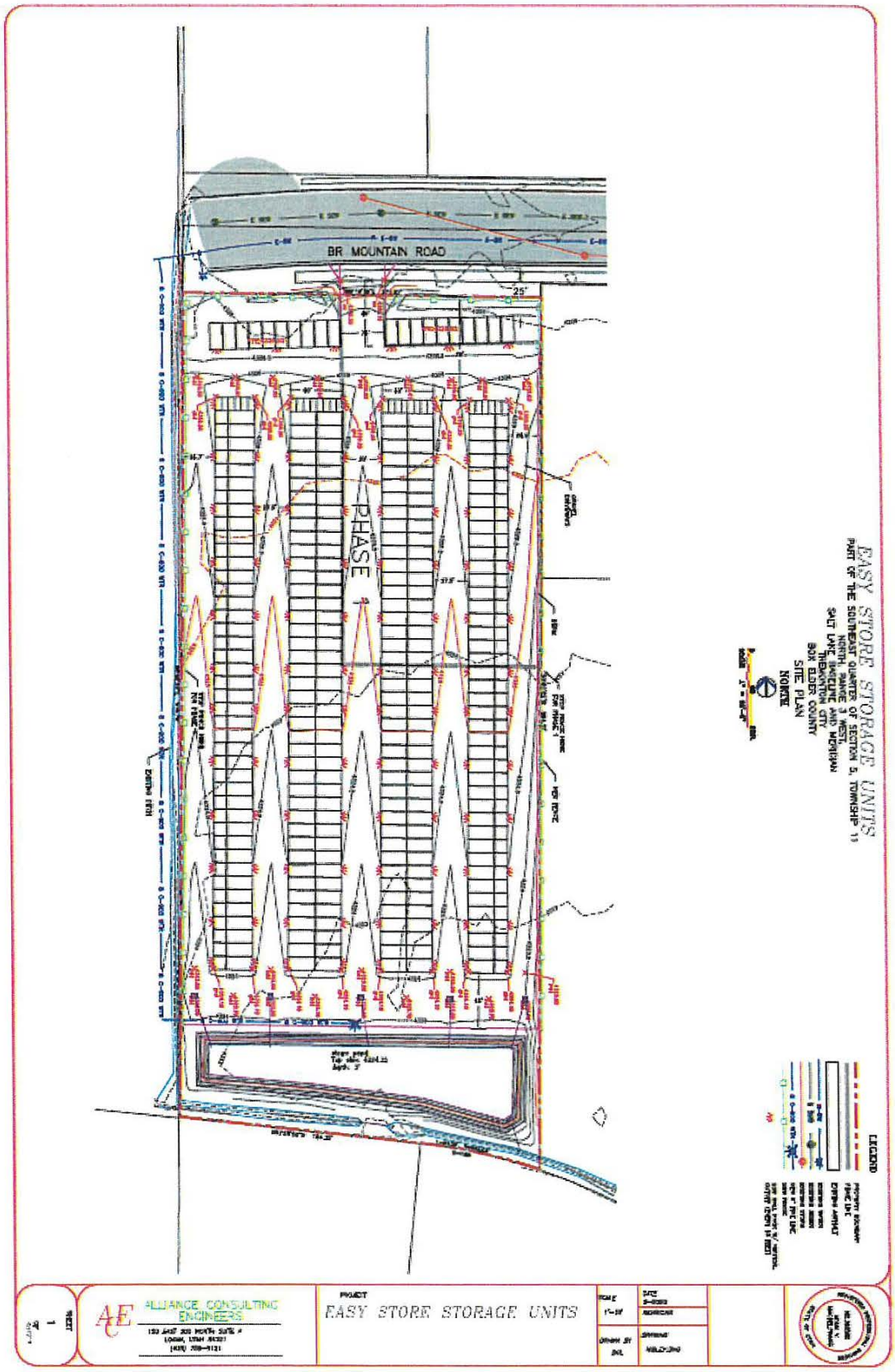
Further, the Developer agrees that the City shall not be liable to the Developer during the warranty period, for any claim of damages resulting from negligence in exercising engineering techniques and due caution in the construction of cross drains, drives, structures or buildings, the changing of courses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

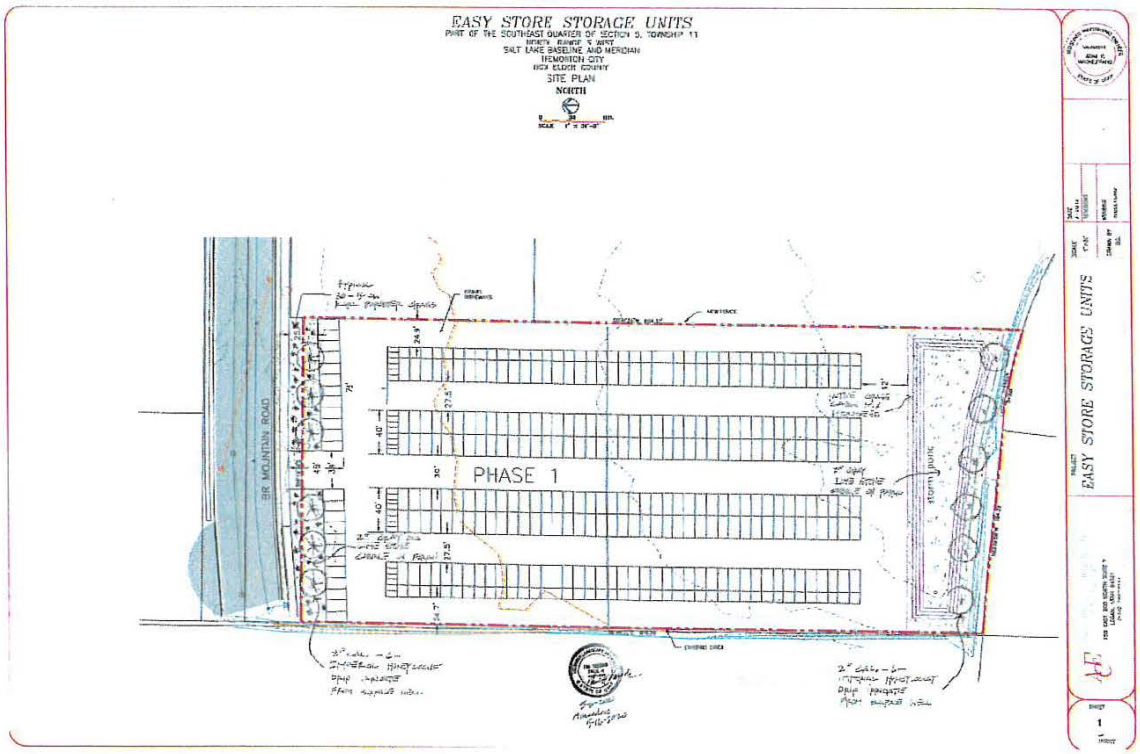
matter whatsoever on private property. Any and all monetary liability occurring under this paragraph shall be the liability of the Developer.

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

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

EXHIBIT "C" SITE PLANS


BR MOUNTAIN ROAD
PHASE 1
EASY STORE STORAGE UNITS
PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 11 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN
BOX ELDER COUNTY
SITE PLAN
NORTH
LEGEND
ALLIANCE CONSULTING ENGINEERS
PROJECT
EASY STORE STORAGE UNITS


EASY STORE STORAGE UNITS
SITE PLAN
NORTH
PHASE 1
SR MOUNTAIN ROAD
EASY STORE STORAGE UNITS

Special Event Application for Tremonton City

Today's Date: 7-August-2020

Name: John Chadwick

Phone Number: 435-890-7827

Email: john@skicherrypeak.com

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

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EVENT INFORMATION

Event Name: Ryan Shupe

Event Date: 25-Aug-2020

Time: 12:00 NOON

Duration: Concert ends @ 10:00 or 8:00-10:00
Cleanup til 12:00

Anticipated number of Attendees: up to 2,000 ish

Location: Jeanie Stevens Park

Type of Event: Concert & Dinner

Schedule of Events: Dinner 6:30-8:00

Liability Insurance Coverage: Covered by Cherry Peak Policy

Measures taken to protect and preserve the public's health, safety and welfare:
Ushers, Security, medical,
Covid spacing, masks available

Additional Information: extra toilets,
Garbage cleaning up & hauled away
assigned seating w/ name & City

****Please attach any flyers of the event**

Received By:_____

PERMIT APPLICATION

This application must be completed and approved by the Chief of Police or his designee for anyone to engage in or conduct a parade, rally, march, run, street fair, or block watch event in the City of Tremonton. This form must be filed at least 45 days before the event.

Date of Application: 7-Aug-2020

Name of Event: Ryan Shupe Type of Event: Concert

Event Sponsor: Cherry Peak Resort

Check one: [ ] Individual [X] Organization

Person in Charge of the Event: John Chadwick

Home Address: 2279 N. City: N. Logan Zip Code: 84341

Business Phone: 435-890-7827 Home Phone: _____

Party responsible for this event: John Chadwick

Time & date of Event: 25-Aug-2020 Ending Time of Event: 10:00 P.M.

Applicant's alternative date of event in the above date is unavailable: none

Route: _____

A Map of the event route is on the back of this form and incorporated herein.
Applicant must draw in the route requested.

Starting at: _____

Ending at: _____

Will sidewalks be used along the route? _____ Number of people expected to participate: _____

Number of road blocks needed: _____ Number of road blocks provided by applicant: _____

Applicant may be required to provide road guards and/or barricades as required by the police dept.

Police Department reviewed and approved this application on: _____ and By: _____

Mayor's Signature: _____ Date: _____

(only required for street fairs or community block watch events)

Copies to:

[ ] Public Works

[ ] Utah Department of Transportation
[ ] Approved [ ] Denied

[ ] Additional conditions attached & by Reference are incorporated herein

[ ] Street Department

[ ] City Council

[ ] Police Department

[ ] Other _____

COVID-19 EVENT PLANNING TEMPLATE

In accordance with Governor Herbert's Executive Order, event size can exceed 50 individuals if organizational oversight can be provided that ensures guidelines are followed. Formal organizations are required to complete the following event management template to assist their efforts to plan a safe event. This document must be kept and available for inspection by the local health officer or their designee.

Event Details:

Event Name: Ryan Shupe Concert

Event Location: 100 N. 1000 W. Jeanie Stevens Park (Address) | Tremonton (City) | 84337 (Zip)

Party Responsible for Organizational Oversight: Cherry Peak Resort (Address) | (City) | (Zip)
3200 E. 11000 N. (Address) | Richmond (City) | 84333 (Zip)
(Email Address) | (Phone)

Event Dates: Aug 25th (Start Date) | Aug. 25th (End Date)

Anticipated Number of Attendees: up to $2,000 (Per Day Total) | (Grand Total)

Event Type

- ☐ Static: *events where the attendees primarily enter, watch and depart*
- ☐ Interactive: *events where attendees create a traffic flow and interact with each other*
- ☒ Participant: *events where attendees primarily participate in an activity or production*
- ☐ Community: *events with many activities and populations centers and likely a random traffic pattern*

Employees, Volunteers, Players, Performers, Actors, Etc.

Checklist:

- ☒ Symptom checking symptoms checked (checklist or verbal), including temperature checks when feasible
- ☒ Face coverings are worn in settings where other social distancing measures are difficult to maintain
- ☒ Ensure that face coverings are available
- ☒ Provide accommodations to high-risk employees & volunteers; minimize face-to-face contact, assign tasks that allow these individuals to maintain a 6-foot distance from other employees or customer
- ☒ Comply with distancing and hygiene guidelines

Keep a record of Attendees:

Please describe how you will record the name and contact information for each attendee, along with seating assignments or designated sitting/standing areas, to help identify and contact potential exposures

Assigned Seats and names

Social Distancing

A 6-foot distance must be maintained between household groups at all times including while seated, limiting the number of people in a confined area to enable adequate distancing at all times, and congregating at any point is not allowed. Please describe your plan to maintain appropriate social distancing throughout the event.

Will Comply to the Above Statement

High-Risk Attendees

Set an established window time for high-risk groups to come in without pressure from crowds and/or separate entrances and queues, please describe your plan to accommodate high-risk attendees.

N/A

Signage

Maintain signage to remind and help individuals stand or sit at least 6 feet apart, please describe your plan to maintain signage including the number of anticipated signs as well as locations.

Publication on ticket
Concerning Covid-19 Social Distancing
Security enforcement at the Concert

Payment Options

Encourage contactless payment; disinfect between transactions at facility stores/gift shops and comply with other retail recommendations, please describe your plan for payment.

Online ticket Sales
Where possible

Hygiene & Sanitization

Dedicated staff for sanitizing high-touch areas, please describe your plan to provide hygiene and regular sanitization throughout the event.

Multiple Hand sanitizers
20 locations

Concessions

Checklist:

- [x] Serving and seating protocols consistent with restaurant guidance
- [x] Any concessions/restaurant seating is compliant with restaurant dine-in guidance
- [x] Encourage contactless payment
- [x] To the extent reasonable, serve grab-and-go food items
- [x] Maintain 6-foot distancing for all lines

Additional Safeguards

Please share any additional planned safeguards or measures being enacted at the event.

See Attached

Signature

Please provide the signature of the organizational representative that will be responsible for ensuring event oversight.

John Chadwick

Printed Name

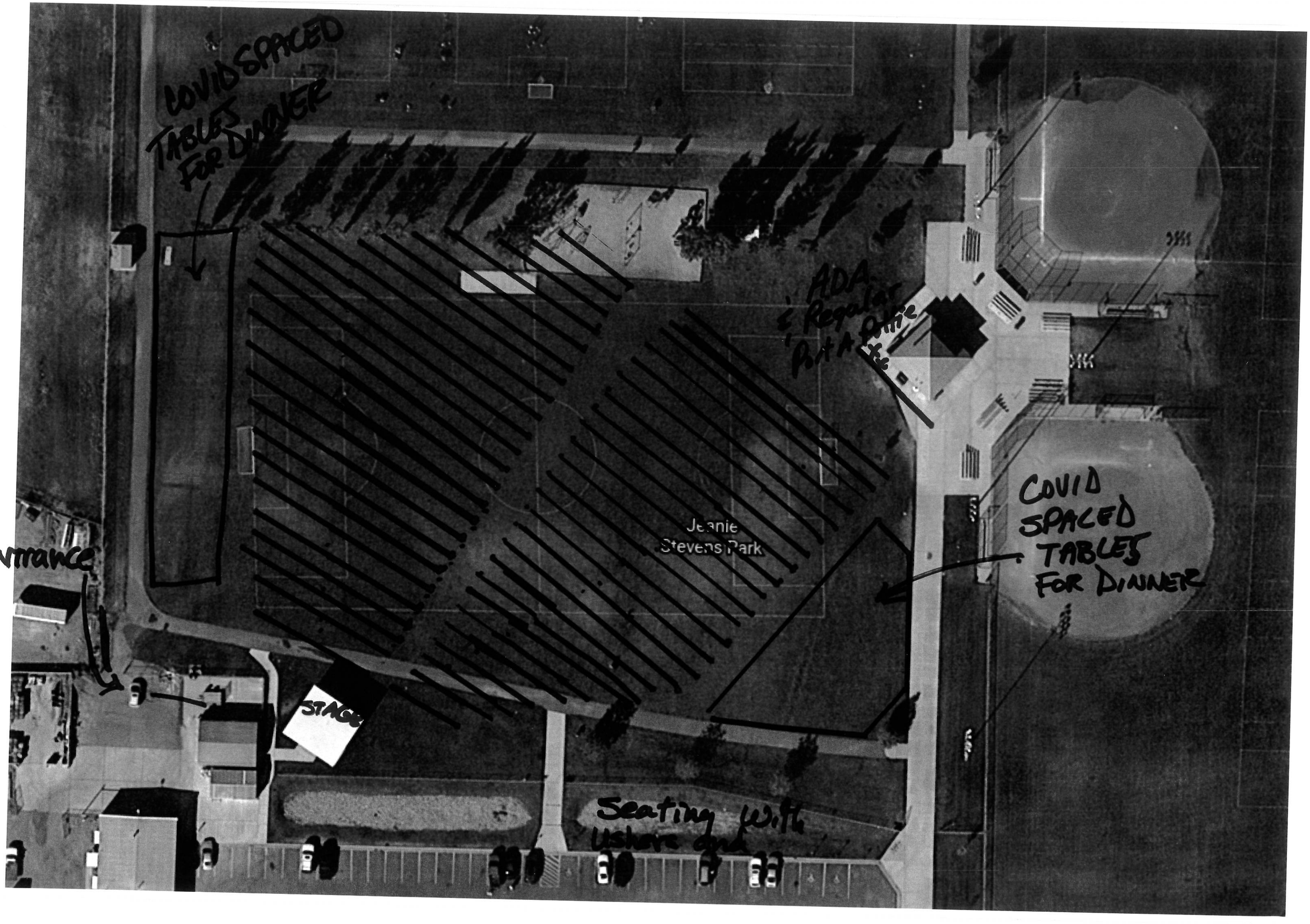
CEO

Title

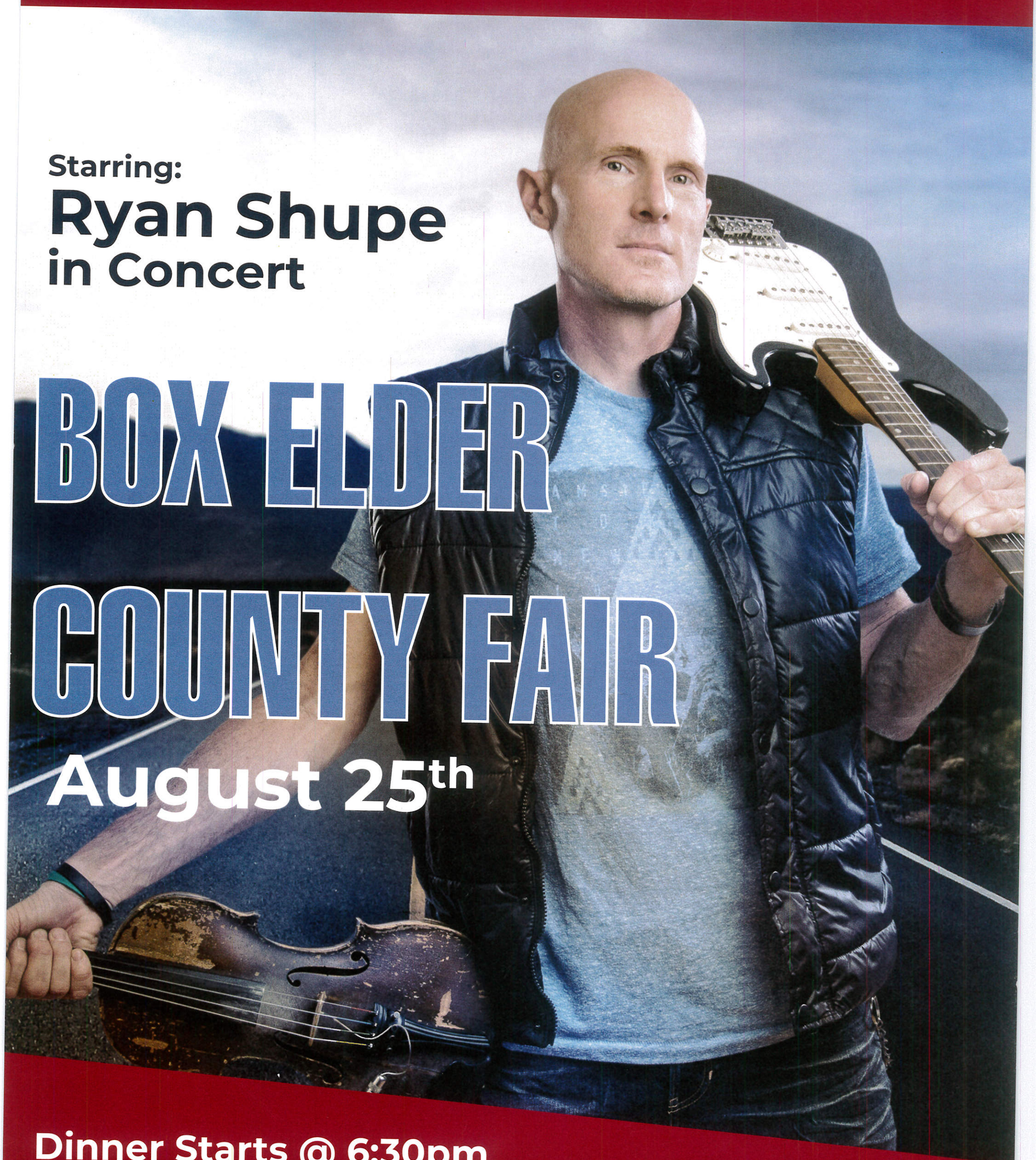
Signature

7-Aug-2020

Date


COVID SPACED TABLES FOR DINNER
ADA & Regular Port A Potte
Jeanie Stevens Park
COVID SPACED TABLES FOR DINNER
ENTRANCE
STAGE
Seating with ushers and

CHERRY PEAK RESORT PRESENTS



Starring:

Ryan Shupe
in Concert

BOX ELDER COUNTY FAIR

August 25th

Dinner Starts @ 6:30pm
Show Starts @ 8:00pm

Tickets available for purchase ***August 3rd*** *at* **skicpr.com**

Entry Only - $9

Meal/ticket $18
Maddox Burger Meal or
Arby's 1/2lb French Dip

VIP/ticket - $35
Salmon or Sirloin Meal

VIP and meal tickets get exclusive seating

We will be practicing social distancing and COVID-19 saftey proceedures

Box Elder County Fairgrounds Tremonton, UT 84337 | 435.200.5050

MADDOX

Arby's

CHERRY PEAK RESORT

- MASKS AVAILABLE FOR ALL
- Assigned Seats w/ names and numbers / COVID SPACED!
- Security
- Ushers
- Families Can Sit Together
- Medical "Ski Patrol"
- Covid Seating Spacing for Meal
- Wide Isles
- COVID Rules Announced from Stage

TREMONTON CITY

CITY COUNCIL MEETING

August 18, 2020

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

Presentation on Tremonton Historic District Nomination, Thursday, August 20, 2020, at 6:00 pm online at https://us02web.zoom.us/j/84183439465 please see the attached flyer for more information.

Follow-up items for the Council and City Staff

Director Fulgham will provide an updated map for the Council to review. It will show where the secondary water has been put in, as well as the proposed projects with a new bond, and also show what is left to be done with that associated cost.

Presentation on
Tremonton Historic District
Nomination

Tremonton City invites you to participate in a public presentation and question & answer session regarding the proposed Tremonton Historic District nomination to the National Register of Historic Places.

WHERE: Online Via ZOOM APP.
Meeting ID: 841 8343 9465
Join Zoom Meeting
https://us02web.zoom.us/j/84183439465

WHEN: Thursday, August 20, 2020, 6:00 p.m.

WHY: The Tremonton City Historical Commission and City Council is nominating the proposed Tremonton Historic District to be listed on the National Register of Historic Places, the property you live in or own is included in the proposed Tremonton Historic District! See map on inside.

WHAT: Topics covered in the presentation include:

- **Overview of the National Register of Historic Places;**
- **Tax credits and benefits to property owners within the District;**
- **Overview of the historical significance of the Tremonton Historic District; and**
- **Question and answer session.**

If you are unable to attend, all information from the presentation will be available on the City's website:
http://tremontoncity.org/historic-district/

Shawn Warnke, Tremonton City Manager,
435-257-9504 or swarnke@tremontoncity.com

Frequently Asked Questions

What is a National Historic District? A National Historic District is a neighborhood or area with a concentration of buildings that are 50 years or older. The district itself is historical or architectural significant based on the collection of buildings and is listed on the National Register of Historic Places.

Why is the City proposing a National Historic District? Your property is part of an area that played a significant role in local and state history. Designation on the National Register of Historic Places is considered an honor and contributes to community pride and provides a sense of place. Additionally, there may be financial benefits for building owners within a National Historic District.

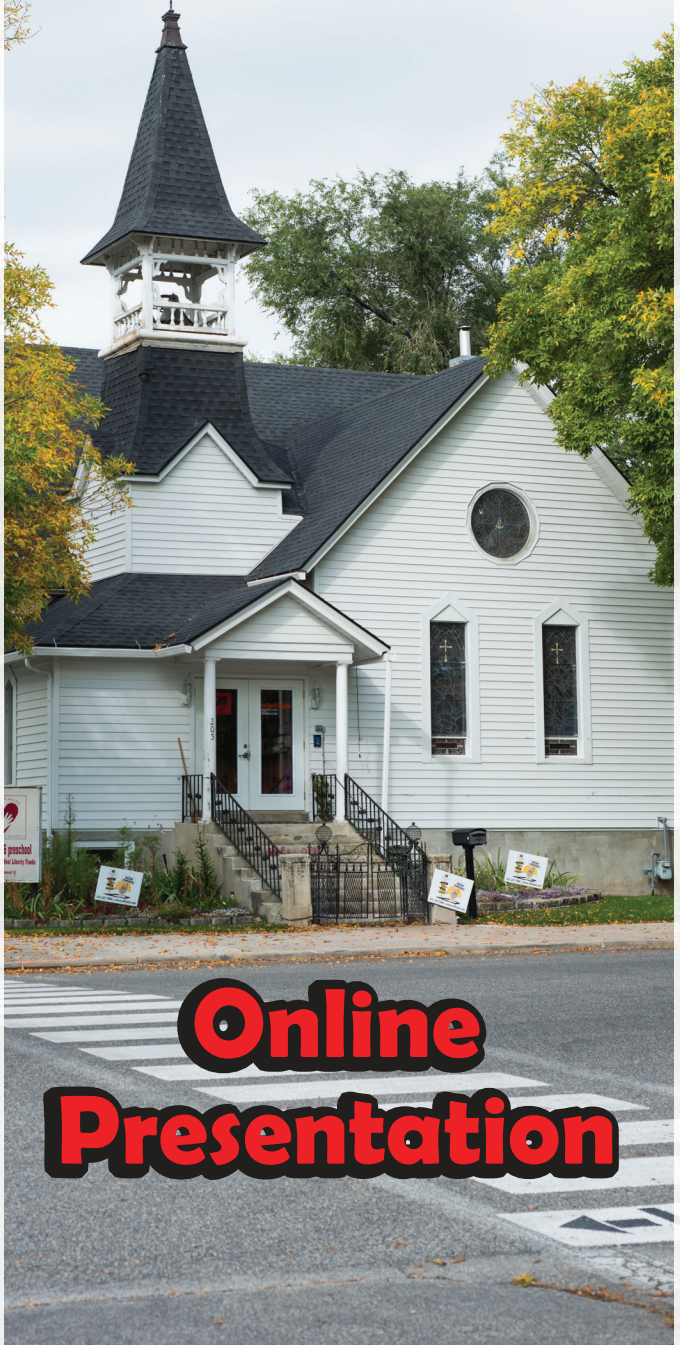
How does an area qualify as a National Historic District? For a neighborhood or area to qualify for being listed on the National Register of Historic Places, the neighborhood or area must retain architectural integrity and reflect an aspect of local and state history. Also, to qualify, a historical overview and survey of the entire area are prepared to identify the significance of the district and architectural integrity. The historical overview and survey for the Tremonton Historic District are available on the City's website.

Are there any benefits to being in a National Historic District? There may be financial benefits for building owners that own a Contributing Building within a National Historic District. Specifically, building owners may receive financial incentives provided by the State of Utah to maintain or preserve a Contributing Building through a tax credit program, although preservation is not required.

What are tax credits? Generally speaking, the Utah State Historic Preservation Tax Credit program offers a 20% tax credit (not just deduction) to owners who rehabilitate residential properties that are Contributing Buildings within a historic district that is listed on the National Register of Historic Places, based upon following certain requirements. There may also be benefits to commercial property owners who rehabilitate commercial properties that are Contributing Buildings. Please participate in the online presentation to find out more information about tax credits.

What is a Contributing Building in a National Historic District? A Contributing Building is a structure that is 50 years or older and, due to its architectural integrity or other factors, contributes to the district's historical significance or character. See the map on the inside for buildings that have been classified as a Contributing Building through the survey process.

Tremonton Historic District Nomination



Online Presentation

Tremonton Historic District Nomination

The survey boundaries of the proposed Tremonton Historic District are approximately the general extent of commercial and residential construction in the original town plat of Tremonton, Utah between 1903 and 1970. The south boundary is located along 665 South Street, the east boundary generally follows the course of the Malad River which is approximately 200 East Street south of Main Street and 400 East Street north of Main Street. The north boundary follows Tremonton City boundary along 800 North and then extends one block further north to 900 North along Tremont Street and 100 West streets. The western boundary (from north to south) follows the railroad right of way from 900 North to 300 North, then extends along 400 West through Main Street and again follows the railroad right of way until 400 South, where it follows 200 West to 665 South. Properties included within the proposed Tremonton Historic District are shown on the map.

Some may wonder if property taxes will be increased within a historic district listed on the National Register of Historic Places. Taxes are based on the appraised value of a property, as determined by the Box Elder County Assessor's Office. A historic district listed on the National Register of Historic Places is not a factor in the appraisal or tax rate.

Contrary to popular belief, a historic district listed on the National Register of Historic Places does not restrict property owners in any way. Property owners and developers keep their rights to alter, demolish, or preserve their buildings as they see fit based on local zoning ordinances. There are no Tremonton City zoning regulations specific to historic preservation.

Being in a historic district listed on the National Register of Historic Places does not require you to make any improvements to your property.

