Tremonton City Corporation
City Council Meeting
August 17, 2021
Meeting to be held at
102 South Tremont Street
Tremonton, Utah

CITY COUNCIL WORKSHOP AGENDA

6:00 p.m.

1. Review of items listed on the 7:00 p.m. agenda
2. ***CLOSED SESSIONS:***
   - ***a. Strategy session to discuss the purchase of real property when public discussion of the transaction would disclose the appraisal or estimated value of the property under consideration or prevent the public body from completing the transaction on the best possible terms; and/or***
   - ***b. Strategy session to discuss the character, professional competence or physical or mental health of an individual; and/or***
   - ***c. Strategy sessions to discuss pending or reasonably imminent litigation; and/or***
   - ***d. Discussions regarding security personnel, devices or systems***

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 –July 20, 2021, July 30, 2021, & August 3, 2021
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 Awards:
    a. Steve Bench, Building Official – 25 Years
    b. Tara Buckway, Administrative Assistant – 5 Years
    c. Skyler Gailey, Police Officer – 5 Years

8. New Council Business:
    a. Discussion and consideration of adopting Resolution No. 21-31 ratifying the Tremonton Place Phase 3 Subdivision Development Agreement
    b. Discussion and consideration of adopting Resolution No. 21-32 ratifying the Archibald Estates Plat "K" Subdivision Development Agreement
    c. Discussion and consideration of adopting Resolution No. 21-33 ratifying an amendment to the Cooperative Agreement for Consolidated Dispatch Services in Box Elder County
    d. Discussion and consideration of adopting Resolution No. 21-34 approving the City's proposed tax rates (a property tax increase) for the 2021 tax year
    e. Discussion and consideration of adopting Resolution No. 21-35 providing a written objection, consistent with Utah Code 10-2-402 (5) (a)-(b), regarding a concept plan for the King & Hancock Trucking complex located at 12270 Canal Bank Road in unincorporated Box Elder County
    f. Discussion and consideration of approving a Special Event Permit for Bear River Valley Pumpkin Walk, a Community Event at Shuman Park on October 8 & 9, 2021
    g. Discussion and consideration of authorizing the disposal of the LUCAS Chest Compression System

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

10. Reports & Comments:
    a. City Manager Reports and Comments
        1. Update on the recruitment of a Police Chief
        2. Secondary Water Service Area 9 Analysis associated with the Rivers Edge Development
        3. Status update on the discussed public hearing for an on premise Beer License for El Chilito Mexican Restaurant located at 119 West Main Street
    b. Development Review Committee Report and Comments
    c. City Department Head Reports and Comments
    d. Council Reports and Comments

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

12. Adjournment

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

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 13, 2021 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 13, 2021.

_____

Linsey Nessen, CITY RECORDER

TREMONTON CITY CORPORATION
CITY COUNCIL MEETING
JULY 20, 2021

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

CITY COUNCIL WORKSHOP

Mayor Fridal called the July 20, 2021 City Council Workshop to order at 6:03 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, Rohde, 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, Police Chief Kurt Fertig, and Treasurer Sharri Oyler.

1. Review and discussion of the recruitment process for the Police Chief position

   Manager Warnke said Chief Fertig has put in his notice to retire on August 13 as he transitions into a new job. We appreciate and will miss him dearly. We have started the recruitment process and posted a job notice. The first round of reviews will be August 7, but will remain open until it is filled. It will be a similar process as we did for the police and fire chiefs with people submitting applications that we screen and the panel will interview those who submit essays. After the first round of interviews we will narrow it down and decide how best to proceed based on the number of candidates.

   On the agenda it is proposed that Nick Nessen serve as the Interim Police Chief. He is the administrative sergeant and is there during the typical office hours while patrolling as needed. He is familiar with the administrative side and how the department works. I have asked him to fill the gap and he is more than willing to do that by formal appointment of the Council. This way we will not be rushed in selecting a new chief. The department is well prepared for the transition in part due to what Chief Fertig has done and we have great employees. It will likely take three months. The Council thanked Chief Fertig for his service.

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

   While discussing the financial statements, Councilmember Holmgren asked how the COVID Funds factor in. Manager Warnke said Tremonton, and cities throughout Utah, were granted funds to address the impacts of COVID. There are multiple eligible costs

including salaries related to law enforcement, as well as improvements and expenses that addressed the pandemic. We received more revenue than anticipated and those funds have been accounted for. We will have a surplus at the end of this fiscal year, but we are waiting to see what that looks like. Anything in the General Fund above 25% will be distributed to various capital projects. We are waiting for the last sales tax to see how that plays out. We have a $1.7 million surplus currently due to unexpected federal funds and a large amount of sales tax. Councilmember Vance suggested the $700,000 be earmarked to buy a well and other sources of water. Manager Warnke said funds for the American Rescue Act could be used for water and sewer projects, but they need to determine what exactly those are. It would be wise to spend this money on long-term projects so generations can benefit from this one time money. Councilmember Vance said people are interested in selling their wells so we ought to sure up those sources. Director Fulgham said we would buy the water rights and drill another well in place of those to bring them up to culinary standards. They will continue those conversations. Manager Warnke said we have until 2024 to use the American Rescue money. The COVID money has met the requirements and will flow to capital projects, but that could be re-prioritized.

In discussing the contract with Minute Taker Jessica Tanner, Manager Warnke said this is an amendment of the agreement. The primary change is that the compensation will increase by 3% for inflation. That amount is granted to City employees and although she is a contract employee, it seemed reasonable to apply the same percentage of increase to the compensation. It is a great situation from the City's perspective and she does a great job in preparing the minutes, which saves the Recorder's office a lot of time. It has worked well and we would like to continue the relationship.

Manager Warnke said there is an agreement for animal control services with Tremonton and Brigham City, which is something we have done for years in the off chance we would need to use their shelter. This agreement sets the parameters in which we would compensate them for the use of their shelter if ours were at capacity.

Manager Warnke said the Mexican restaurant in town, El Chilito (119 West Main Street), would like to have an on premise beer license. They have gone through the Department of Alcoholic Beverage Control at the State and received that license. They now need to comply with our ordinance. The only discrepancy we see in what is being proposed is the proximity requirement to our parks. However, there is a provision that allows you to permit a beer license, after holding a public hearing. The Council was excited to have the business in town and agreed to set up the public hearing for consideration.

The Council was reminded about the Hay Days celebration and that they would be serving breakfast on Saturday morning. They also discussed the other events.

There will be a public hearing on August 3 to discuss Truth in Taxation. The Council discussed this and decided it would be beneficial to review the County Auditor's presentation from last year since he will not be available to attend the hearing that day. They suggested holding a meeting before then where he could help educate the Council on the process. Manager Warnke clarified that the only increase Tremonton receives is

revenue from new growth unless they go through the Truth in Taxation process to change the rate. That is being proposed to increase revenue to fund ongoing fire operations.

Chief Fertig's open house will be August 13 and there will be a dinner on the 12 at Iron Gate Grill located at the golf course in Brigham City. The Mayor's party will be on August 16.

3. CLOSED SESSIONS: No closed session 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 6:53 p.m. by consensus of the Council.

CITY COUNCIL MEETING

Mayor Fridal called the July 20, 2021 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, Rohde, 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, Police Chief Kurt Fertig, and Treasurer Sharri Oyler.

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 Archibald and the Pledge of Allegiance was led by Scout Group 126.

2. Introduction of guests: Mayor Fridal welcomed those in attendance, including a group of scouts.

3. Declaration of Conflict of Interest: None.

4. Approval of Agenda:

   Motion by Councilmember Archibald to approve the agenda of July 20, 2021. Motion seconded by Councilmember Holmgren. Vote: Councilmember Archibald - aye, Councilmember Holmgren - aye, Councilmember Rohde - aye, Councilmember Seamons - aye, Councilmember Vance - aye. Motion approved.

5. Approval of minutes – June 15, 2021

Motion by Councilmember Vance to approve the minutes of June 15, 2021. Motion seconded by Councilmember Rohde. Vote: Councilmember Archibald - aye, Councilmember Holmgren - aye, Councilmember Rohde - aye, Councilmember Seamons - aye, Councilmember Vance - aye. Motion approved.

6. Public comments:

Resident Joel Wood said my wife worked at the Darryl building for 25 years and that was a devastating loss for everyone. I am grateful for our fire department, volunteers, and first responders. They did a tremendous job and I am very proud of them. I asked the Fire Chief where those firefighters I grew up idolizing were and he made the comment that they are retired. When I saw those firefighters I said I could not believe you are retired from the department and they said we did not retire we are being pushed out because we are old. That bothered me to the core to hear this from those heroes. I do not understand what is going on, but the comments I heard were very disturbing. When I heard they were forced out that bothered me. If they are getting to where they cannot serve, then we as a community need to plan events around these retirements so they can understand the difference they made. They are the heroes of our community.

Resident Mike Leighner asked why you are watering the baseball diamond by the hospital constantly when everyone else is trying to conserve water. Mayor Fridal said this is not a time to answer questions we just listen. Mr. Leighner said the State has asked residents to cut back on water so why are you not doing the same? This is a good small town and our EMS are fantastic.

Resident William Pickett asked if there is a water shortage in Tremonton. I am not sure I can agree there is. We hear it from the press and calls from the City to cut back on watering, but do we really have a water shortage? Does the City look at the well logs to find out what the levels are and have they been dropping? What are you doing about it? If we have a water shortage then why is the City still passing out water meters for new construction like candy? Thank you for your time.

Resident Shannon Butler said we have all these homes that are being built and we do not have water. Where is it going to come from and when are we going to know answers to these questions if not tonight? All these people are moving in and we have a school system that is already overloaded. There are no businesses. You have to leave town if you want a pair of tennis shoes. Are any businesses coming into town?

The Council told these residents they could setup a time to meet with Director Fulgham to have their questions answered and to stick around until the end of the meeting to hear his report. They were thanked for expressing their concerns.

7. New Council Business:
   a. Discussion and consideration of adopting May Financial Statements

Motion by Councilmember Archibald to approve the May Financial Statements. Motion seconded by Councilmember Seamons. Vote:

Councilmember Archibald - aye, Councilmember Holmgren - aye, Councilmember Rohde - aye, Councilmember Seamons - aye, Councilmember Vance - aye. Motion approved.

b. Discussion and consideration of adopting May Warrant Register

Motion by Councilmember Holmgren to approve the May Warrant Register. Motion seconded by Councilmember Vance. Vote: Vote: Councilmember Archibald - aye, Councilmember Holmgren - aye, Councilmember Rohde - aye, Councilmember Seamons - aye, Councilmember Vance - aye. Motion approved.

c. Discussion and consideration of the appointment of Nick Nessen as the Tremonton City Interim Police Chief starting August 13, 2021

Motion by Councilmember Vance to appoint Nick Nessen to be the Interim Police Chief. Motion seconded by Councilmembers Rohde and Archibald. Vote: Councilmember Archibald - aye, Councilmember Holmgren - aye, Councilmember Rohde - aye, Councilmember Seamons - aye, Councilmember Vance - aye. Motion approved.

d. Discussion and consideration of adopting Resolution No. 21-29 amending a Professional Service Agreement between Tremonton City and Jessica Tanner for the creation of written minutes for public meetings for Tremonton City's public bodies

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

e. Discussion and consideration of adopting Resolution No. 21-30 approving an agreement for animal control services between Tremonton City and Brigham City

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

f. Discussion and consideration of approving an on-premise Beer License for El Chilito Mexican Restaurant located at 119 West Main Street

Motion by Councilmember Rohde to setup a public hearing on August 17, 2021, to discuss the matter. Motion seconded by Councilmember Vance. Vote: Councilmember Archibald - aye, Councilmember Holmgren - aye, Councilmember Rohde - aye, Councilmember Seamons - aye, Councilmember Vance - aye. Motion approved.

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

Hay Days will be held this weekend.

b. Review of past assignments: None.

9. Reports & Comments:

a. City Manager Reports and Comments

1. Truth in Taxation Public Hearing for August 3, 2021

Manager Warnke said we have advertised for it and will hold a hearing that day, which would be the only item on the agenda. It is not scheduled for any action. That will be considered during the August 17 City Council Meeting.

b. Development Review Committee Report and Comments

1. Current Development Projects

Manager Warnke told the Council of ongoing development applications that have been submitted. One includes a car wash on Main Street (1650 West). The River's Edge development is working on annexation. They have submitted an application, but need to update the map. There will be an upcoming action item for a resolution to consider accepting the annexation petition. If accepted it would go through the public noticing process. They are currently pursuing a subdivision that is already in the City's incorporated limits and are working on a final plat. As part of the annexation process we will approve a pre-annexation agreement with conditions for infrastructure that are needed to service this development. The big item is a secondary water system on the east side of the property. They will dedicate a pump station to the City. We are working on having them construct that and water mains that would supply water throughout their development. The City would participate in the upsize, but as part of the pre-annexation agreement they would be responsible for constructing the infrastructure with the City doing an impact fee reimbursement agreement. Once they do the distribution system, it will allow us to continue extending through Holmgren Estates and on.

c. City Department Head Reports and Comments

1. Water Report- Paul Fulgham

Director Fulgham said we send a monthly report showing our water production and sources. We utilize springs, which do not store water, so what is not pumped naturally goes to the river. They are down a bit. During the fire we made sure all our sources were in production. They fought that fire for four hours and we lost three to four inches in the water tanks. We held our own, but put the statement out to residents to conserve because we did not know where it was going to go from there. We used four fire hydrants, two ladder trucks, and two fire engines to pump nearly

1 million gallons of water. Our tanks were able to maintain 50% during the entire fire.

Director Fulgham said comparisons are shown from month to month and year to year as we currently serve 3,430 units. I read our meters every Friday. At this point, 544 units have hooked onto secondary water, which is one reason we are able to maintain more water in our tanks. For every one we add to secondary we can add three more homes. Most of these homes being built are coming online with secondary. That means we can grow in the future because it is freeing up that much more culinary water for indoor use. By the start of next year's season we will have around 1,000 homes on secondary. By the end of the next year we should have another 500 (service areas 4 and 5). In the summer, 75% of our production goes on lawns and gardens. We are growing, but holding our own. One question that was asked is why we are asking people to conserve if we have water and that is because our Governor has mandated that. Our water belongs to the State of Utah. We have a right to use it as long as we put it to beneficial use, otherwise they can take it away. The canal company is cutting us back so Monday afternoon until Wednesday morning the secondary water system is shut down. The majority of our parks are on secondary water and some are using sub surface water. I submit a report to the State every year and we build our water system to handle peak day demand in June, July, and August. During other times of the year we have plenty of water storage and capacity.

2. Wastewater Report- Paul Fulgham

Director Fulgham said we are rebuilding the air rotors and limping by since we are down to three. They have lived their life and the bearings are worn out. They will be here next week. We will start taking it down and repairing it. It will take two weeks to repair one and then we will take the other side down. It is split into two so we can keep one basin going and continue treating wastewater.

d. Council Reports and Comments

Councilmember Vance brought up the Truth in Taxation process and making sure the Council has an understanding of that process from the County Auditor before their meeting on August 3. Manager Warnke said the auditor is very responsive and will answer questions. I will send over his presentation for the Council's review.

Manager Warnke then gave a quick overview for the public in attendance as to why this property tax increase is needed. Over time our call volume has increased and we anticipate it will continue to. Currently we have a volunteer system for the fire department. Previous to being on-call, people had pagers and so we never knew who was coming. Under this new staffing model we will know who is available. With the on-call system not all the shifts are being filled so we still

have holes in our coverage. We need to migrate to a system where individuals at the fire station staff the first call. We would hire six full-time firefighters and one part-time so we would have a crew of three to take the first call. The second call would rely upon the heroes in our community, who have served for many years. It has been a long conservation discussed and studied over multiple years. We have done things within our control to mitigate the additional resources that we need. We have a gap of $200,000 and that is what the proposed property tax would do.

Councilmember Holmgren said we planted trees at the cemetery and some of them are suffering a bit. We need to do more watering on those trees.

Councilmember Rohde said I was a little concerned over the comment about the firefighters feeling pushed out. I can understand why they feel a bit threatened and wonder if our Fire Chief is aware of those feelings. Can we have that discussion with him? I thought the things we are doing is at their request. They are burned out and everything we are doing is to help them. With everyone who retires in these positions we need to recognize them. Manager Warnke said the survey from the fire department showed that 80% of them could not give more and wanted help in providing services. Their preferred way to be recognized is with an axe as they near retirement. The City has purchased and distributed those.

Councilmember Seamons said the fire department, and everyone involved, did a great job on that fire.

Mayor Fridal echoed his response and said that was a terrific job of interagency support between Tremonton, Garland, and Brigham City to save that block.

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

The Council moved into a closed session at 8:02 p.m.

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

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

The Council returned to open session at 8:10 p.m.

11. Adjournment.

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

The meeting adjourned at 8:10 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 _____, 2021.

_____

Linsey Nessen, City Recorder

TREMONTON CITY CORPORATION
CITY COUNCIL MEETING
JULY 30, 2021

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

CITY COUNCIL MEETING

Mayor Fridal called the July 30, 2021 City Council Meeting to order at 12:00 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, Rohde, Seamons, and Vance, City Manager Warnke, and City Recorder Nessen. The following Department Head was also present: Public Works Director Paul Fulgham.

1. Introduction of guests

2. Approval of agenda

   Motion by Councilmember Vance to approve the agenda of July 30, 2021. Motion seconded by Councilmember Archibald. Vote: Councilmember Archibald - aye, Councilmember Holmgren - aye, Councilmember Rohde - aye, Councilmember Seamons - aye, Councilmember Vance - aye. Motion approved.

3. Presentation and/or question and answer session on the property tax system, Tom Kotter-Box Elder County Auditor

   Mr. Tom Kotter said January 1 is the date the assessor sets the value of the property. It is important to remember that in Utah property taxes are revenue driven. That means Tremonton is entitled to the same money they got last year using the same properties from last year at this year's value. For example if Gotham City had 100 parcels in 2020 and the total taxable value was $100 million they would be entitled to $25,000 with a tax rate of the .0025. Go forward one year and Gotham is still entitled to $25,000. The assessor would only look at the 100 parcels that existed in 2020, but with their 2021 value. In 2021 there are now 110 parcels in Gotham, but the certified tax rate will exclude those 10 parcels, which are considered new growth. The value on the 100 parcels increased during reappraisal to $105 million. Gotham is still entitled to $25,000 so that is divided by $105 million giving you a tax rate of .0024. Times that by the new value for all of Gotham and the new amount for the city is $26,400. The problem is this all happens as if inflation does not exist. Gotham will get the $26,400, but if inflation was at 5% they

are not coming ahead in anything with the new growth, which also require services. New growth does not come in at a zero cost.

Mr. Kotter showed the Council the value for Tremonton for the 2021 tax year. He said the big thing to know is the tax commission checks these numbers and makes sure everything is legit. When we calculated the certified tax rate, we looked at all of Tremonton for 2021 and there was a value of $787,000,000. We anticipate there to be about a $15 million adjustment down with a collection rate of 97.5% so we get $753,000,000 and we know there is $9,000 in new growth. We take that number out since we do not use new growth for the certified tax rate calculation and end up with $744,000,000 as the taxable value in Tremonton. Last year Tremonton was just under $1.7 million for revenue. We take last year's revenue and divide that by this year's new values to give us your certified tax rate (.002279). That is timed by the proposed tax rate value, which gives me $1,700,000. That is the amount Tremonton is entitled to take for the 2021 tax year without going through the Truth in Taxation process.

Mr. Kotter said none of this happens parcel by parcel. There was a 5% increase overall so the rate comes down 5% because Tremonton City is only entitled to the same amount of money you got the year before. If values go up, the rate will come down since the rate is a plug number. The rate is just the multiplier to get us to your budgeted revenue for the year before. A person could pay less if the rate came down and their value did not change. However, someone, somewhere else is paying the additional money that person is now not paying. Tremonton will still get that money it is just coming from someone else. The County assessor reviews a parcel every five years. For Tremonton, 2018 was the last time Tremonton was in the reappraisal area so this year it would have just been a factor they looked into. Commercial is not changing from the assessor's standpoint. They are holding steady and residential is increasing so you have a tax shift. Tremonton is still getting that money it is just coming from someone else.

Councilmember Rohde said if we were just following through at a normal rate we would get $1.7 million, plus the new growth. What is the new growth number? How much more would that add to our bottom line? Mr. Kotter said about $20,000. The Council is asking for about $200,000 more through the tax increase process. The City can always lower the proposed rate, you just cannot go higher. If you decide you only need $150,000 you could adjust the proposed rate down. Councilmember Rohde said if we applied an inflationary rate to our taxes every year we would not be in this position because we would be growing at that rate each year. This is not uncommon we would just need to go through Truth in Taxation every year? Mr. Kotter said correct. Brigham City is one who is doing this. There is nothing in the Truth in Taxation laws in the State code that allows you to capture inflation through the certified tax rate process. Cities have to come back each year with Truth in Taxation. The legislature has looked at that in the past, but is very hesitant to add inflation. If you want it, you have to ask the public for it.

The Council discussed depreciation and Mr. Kotter said there are three property types: real value, centrally assessed, and personal property. About 16% of your tax base is personal property, which is a depreciating tax base and the value will go down. That can

and does impact your rates. Councilmember Vance said so over time if new businesses are not moving in and personal property depreciates, the County reassesses so the revenue comes in the same amount. Mr. Kotter said the revenue would always stay the same it just depends where it comes from. People who may have had 30% reappraisal on their home would be hit hard, as well as adding on any type of proposed tax increase. A resident's value could go down or stay the same.

Mr. Kotter said I assess the certified tax rate with the help of the tax commission. We question and verify the data to make sure it is correct. Councilmember Vance said if we go through the Truth in Taxation and get the 11.8% increase, does it go back to the certified tax rate next year or how does that work? Mr. Kotter said if your new number goes through and you get the $1.9 million instead of the $1.7 million you are now entitled to that going forward. It does not reset. That will be your new base budget number. Councilmember Rohde said I am curious to know if we apply this technique for inflation (5%) each year. In three years we would be where we need to be for this budget for the fire department. I wonder if we consider that idea of increasing 5% each year instead of going with the 11.8% increase now. We have not done any increases in 30 plus years and have depended solely on growth. It seems if we are following inflation, our budget is going to increase much more rapidly. Mr. Kotter said every time you exceed the certified tax rate the tax commission makes you go through Truth in Taxation. Manager Warnke said what we are proposing is not an inflationary issue. We are adding full-time staff to take care of a need. That other approach is more commonly used to keep up with the inflation that is occurring. That is when that idea of increasing it by inflation is appropriate, but I do not think that would work here.

Councilmember Archibald said I think a lot of citizens are under the impression that the reason we are doing this is because the City is growing and that is not really true. The reason we are raising taxes is because safety is so important to us. We have concluded we cannot go any longer without full-time professionals helping us with our safety. We have been here for a long time. Yes Tremonton is growing, but we have been to the point where this is needed long before all this growth happened. With the growth coming it just stimulates more of a reason as to why we are doing it. Councilmember Holmgren said the City has not gone through Truth in Taxation, but taxes have increased so for some it is getting hard. Our taxes have increased and that is what people see. Mr. Kotter gave the example of when the pipeline came through and added $1 million in new growth. Overtime the pipeline's value goes down, and the same can happen for someone else's property through reappraisals, but that number will get made up somewhere else. Personal property is a depreciating tax base. As that goes down there will be a shift and someone else will pick it up. If values go down, these taxing entities are still entitled to the same amount of money so the tax rate would go up to get that. It speaks well that you as a Council want to learn about this process. The Council thanked Mr. Kotter for his time.

4. ***CLOSED SESSIONS: No closed session as 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

5. Adjournment.

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

The meeting adjourned at 12:46 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 _____, 2021.

_____

Linsey Nessen, City Recorder

TREMONTON CITY CORPORATION
CITY COUNCIL MEETING
AUGUST 3, 2021

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

CITY COUNCIL MEETING

Mayor Fridal called the August 3, 2021 City Council Meeting to order at 6:00 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, Rohde (joined via Zoom), and Vance, City Manager Warnke, and City Recorder Nessen. The following Department Heads were also present: Fire Chief Robert LaCroix, Community Services Director Marc Christensen, Public Works Director Paul Fulgham, Police Chief Kurt Fertig, and Treasurer Sharri Oyler. Councilmember Seamons 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 Holmgren and the Pledge of Allegiance was led by Councilmember Vance.

2. Introduction of guests: Mayor Fridal welcomed those in attendance.

3. Declaration of Conflict of Interest: None.

4. Approval of Agenda:

   Motion by Councilmember Holmgren to approve the agenda of August 3, 2021. Motion seconded by Councilmember Archibald. Vote: Councilmember Archibald - aye, Councilmember Holmgren - aye, Councilmember Rohde - aye, Councilmember Vance - aye. Motion approved.

5. Presentation on Proposed Property Tax Increase—Shawn Warnke, Tremonton City Manager

   Manager Warnke notified the public that the decision by the Council to increase taxes or not would be made during their regular meeting on August 17. No decision will be made

tonight. He then gave a presentation about what is being proposed. Currently our fire department staffing model is voluntary, on-call. Volunteer firefighters sign up for one of two shifts (evening and daytime) in three person crews. Currently we are not able to staff all those shifts. It then reverts to our previous system, which is a page going out when there is an emergency. Firefighters then respond from home or work. Over time, our calls have increased. To look at the issue closer, we engaged Bryan Potts, a certified public accountant and firefighter in Smithfield. He reviewed our call data and met with the fire department. We also conducted a survey. The challenges with our current staffing model is growth in calls. It is difficult to ensure back up for calls happening simultaneously and our crewmembers are aging with some retirements nearing. Our on-call volume for EMS in 2007 was over 600 calls. Currently that is up to 1,200. We will continue to see that grow in the years to come. Fire calls are less predictable, but we are approaching close to 250. We average 3.5 calls per day for EMS and Mr. Potts said one to two calls stretch a volunteer fire department. Our fire department has served the community well for many years under this current model. We had 34 people participate in our survey and of those members 13 have served more than 20 years, while five have been here 10 to 20 years. When asked if they believed there was a problem with the fire department's staffing and having sufficient personnel to respond, 80% said yes, there is a problem. When asked about commitment level, 79% gave one of three responses: I would like to give more, but presently cannot, I am giving all I can, or I am giving all I can plus more. Our volunteers work day jobs and a lot of our calls occur then. Over time, our response time has increased and in these situations time is critical. That adds pressure to our staff when we have to provide services at two different locations. In 2019, the average age of our fire department was 49, while the average age of our top three employees with the most hours was 58. The survey showed 57% of the hours worked in the fire department are done by employees 50 to 60 years old and 80% define their commitment levels as giving all they could and would like to give more, but could not.

Manager Warnke said based on this information, the City came up with a framework for public safety and ensuring a timely response with available resources. Cost is an important consideration for the community as is having capital reserves to meet ongoing demands. Providing fire and emergency medical services is expensive. It is important we have reserves to provide adequate equipment. We also need our personnel trained to reduce risk while meeting the demand of today and tomorrow. Based upon key findings, the Council felt it was appropriate to consider other staffing models. This has gone on for a couple years. We currently respond to 1,400 calls with one full-time fire chief and three on-call firefighters. Previously the proposed staffing level was nine full-time firefighters to provide 24/7 coverage (three full-time firefighters at the station). Paid on-call individuals would respond to the second call. The discussion was about increasing property taxes, but instead a decision was made to hire a full-time fire chief to help evaluate the operations and affirm some of the findings while making adjustments. Our wonderful chief has helped us analyze the situation and come up with an appropriate staffing model. He was asked to scrutinize operations, as well as expenses and revenues. The City also looked at the General Fund to see what could be done to provide additional resources to the fire department. We have even applied for grants. Our fire chief will continue looking at the lowest cost possible for supplies, renegotiated disposable supplies

and contracts, and evaluates where we can make decreases in operational expense. The City has received a rural paramedic licensure that allows us to bill at a higher rate when the chief attends a call and renders his skills. This is a way to increase service and revenue. We also looked to increase disposable supplies as far as billing. He found software that would help with ambulance reporting and billing. Our new policy is to bill individuals for the initial response and evaluation even if they are not transported. Many times supplies were used, but not billed for. We are also charging events in the City that need EMS standby. We continue to find ways to make our department fiscally sound. Some of the changes we made in fiscal year 2021 were to the way we do business licensing. Part of that process includes an analysis and fee for disproportionate calls for fire responses. We looked at calls we received from dispatch and the types of businesses that utilize those services. Those pay a portion of that cost per call. That is something we have implemented and business licenses have increased to help sure up additional resources to the fire department. Several years ago we adopted a Transient Room Tax, which is transferred to the fire fund. Often time's, individuals pass through and use our EMS services, which is often difficult to collect on. There are also fire impact fees that can be charged to new businesses and residents.

Manager Warnke said in fiscal year 2022 we continued to evaluate operations and the question is still about staffing. We have proposed six full-time firefighters. Two would be full-time, benefited employees and one would be a part-time employee. Individuals within our fire department or firefighters outside the community could become a part-time employee while the second call would be the same system we have with our volunteer response. We have looked at ways to reduce the property tax that is being requested. I mentioned the $60,000 in Transient Room Tax and business license fees. We have $200,000 we are requesting from an increase in property tax. There were additional resources from another fund to pay the debt service for a fire truck ($74,000 annually). That funding source would continue to pay that until it is paid off. It is proposed that the first call would be for firefighters staged at the station, who are ready to respond. When they are not responding they would have lots of opportunities to train and do business inspections, as well as education and fire prevention. The second call would be paged to firefighters who are within the City and would be responding from home or work.

Manager Warnke explained that Utah's property tax system is revenue driven. Tremonton, as well as other taxing entities, are entitled to the same revenue it received the previous year, plus new growth. We do not increase our revenue in a given year with the exception of new growth. However, this year we are proposing additional revenue. Taxpayers do not pay the same amount every year. It can go down, but goes up mostly. The County does a reappraisal every five years. The tax rate adjusts up or down to deliver the same revenue for these entities each year. As homes and property increase, the amount of tax you pay goes up, but for the City it stays the same, except new growth because we have to provide services for new growth. We need $200,000 to provide additional resources to the fire department. There is a rational connection between paying for something that is used to protect your property. For that reason the proposed increase seems like an acceptable consideration. Property taxes are a stable source of revenue. This would be a permanent change in the staffing model and the level of service citizens

would receive.

Mayor Fridal called a Public Hearing to order at 6:40 p.m. to discuss the proposed property tax increase. There were 36 people in attendance.

6. Public Hearing regarding the proposed property tax increase

Note 1: Under Utah Code 59-2-919 8 (b)(i)(B)The City shall provide an interested party desiring to be heard an opportunity to present oral testimony: 1) within reasonable time limits; and 2) without unreasonable restriction on the number of individuals allowed to make a public comment.

Note 2: Under Utah Code 59-2-919 (9), the City is announcing that the City Council will make a final decision on budgeting additional ad valorem tax revenue at the August 17, 2021, City Council meeting to be held at 7:00 p.m. at the Tremonton City Offices, in the City Council Chambers which are located at 102 S. Tremont Street.

Resident Larry Dille read a letter from his neighbor, Lynn Martineau. It stated I understand the need for emergency services. I recognize the growing demand in our growing community and have deep appreciation, gratitude, and respect for the people who do a job I cannot. When discussing the question for funding emergency services no one has ever said we need more personnel or equipment because property values have increased. I am quite certain the conversation is much more along the lines of we need more personnel and equipment because there are more people to protect and help. At different addresses I fenced my yard so my children and pets could be managed on my property and kept off the streets and out of traffic and not on public property. Both times I have used my investment to put less demand on emergency services because my children and pets were contained on my property where I could be responsible for them. Both times the County saw the same action as an opportunity to take more money from me in taxes. I suppose I should have kept that money to pay taxes opposed to making my property safer. Property taxes are a counter incentive for self-improvement. The message seems to be, do not make your home safer or more comfortable because you will pay more for it in taxes each year. Do not bother making the community safer. Property values may increase, but the only way a homeowner can take advantage of the increase is to sell their home. Residents who wish to remain there will pay higher taxes where the only gain is to help share the cost for new residents moving into the community. The current property tax rate on new homes cost a larger tax base. Existing residents should not be penalized because more homes are being built. It is well past time to examine other ways to fund emergency services. I have added four children to the community and in doing so I added to the demand for emergency services. I was willing to pay my fair share for emergency services for a household of six and now that my kids have moved out I am still very willing to pay for emergency services for my household of two. I am very frustrated to be paying more for emergency services for a household of two than I was paying for a household of six. As I approach retirement age and living on a fixed income without cost of living increases or opportunities for career advancements I really should plan on having less disposable income as property tax increases. I guess I need to

accept the reality that a property tax will wipe me out of the home I built and the community I love.

Mr. Dille said I would like to add a couple words. I am grateful for the presentation—it cleared up a lot of things for me. I have some very close friends who are in the fire department and EMS and I am a registered nurse. I respect the service that is presented. This should have happened long ago. Our community is big enough and strong enough to support full-time employees in that department and support that. However, with the increase in our assessed property tax this year, our property taxes were assessed over 100,000 more than last year and that represents more than an 11%. I think with the new construction that is going on maybe we should consider better funding than we have and try to make things work.

Resident Russell Scott said I live in an area that is one of the furthest from emergency services. When I got the Truth in Taxation notice I passed it out to my neighbors to let them know what will be going on. In watching all the growth I second what was said about assessment and values, and what is going on with the cost. I think there is going to be enough and we do not need this increase. I know emergency services are important and what needs to happen, but I think at this point with what is going on in the City with growth and assessment values, and the taxation that is going to come from those, I think that is sufficient from what we have.

Resident Jeff Hoedt said I appreciate the opportunity to speak with you. Thank you for what you do, you do incredible things for the community. I am a more recent resident and retired two years ago. We have a lot of close ties with family in the region and are glad to be here. I spent 38 years of my career in state and federal safety programs. I worked more than 17 years with the federal government with the US Coast Guard. I was a civilian with them and managed a national program where we were held accountable to congress on our budget proposals for any changes. I would encourage you to adopt some of those things. I submitted a paper recently and hope you had a chance to read that. One of the things I learned in my career was how much gratitude needs to go out to the first responders in the community. I think you know that and do that, but I want to reiterate that. They deserve it, especially the volunteers. I give them a ton of credit for what they do. Up to now all I have seen on the City's website or the newspaper is a number of calls for EMS not fire. I would hope that is not your final goal because you are not going to reduce calls. The more homes you permit will increase the population and retirees and others are coming into town. There will be an increasing demand, not a reduction. I appreciate you discussing the response times, which is not an ultimate goal. The goal is the desired outcome and then you have objectives below that you are trying to achieve to accomplish that goal. You then have to alternate strategies you have implemented to get there. Hiring a full-time staff is a strategy. I would encourage you to go beyond just number of cases. You stated what the response time is, but go beyond that. For safety programs you are trying to reduce casualties and the ideal goal would be to eliminate that, but that is not realistic. You want to reduce casualties and property loss. The first question that hit me when I read the article on this proposal and having full-time staff, was will that save lives and reduce other injuries, causalities, medical issues, as well as

fires. I have not heard any talk about that and I am encouraging you to look at that more in depth so you can truly make an informed decision as to what you can expect out of this additional staff. I would expect a reduction in response time and that is what you alluded to, but never gave numbers. What will be the reduction in response time with these additional resources? When I look at the timeframe from 2013 to 2019 the time to arrive changed by a little over a minute and a half, which could make a huge difference in some cases. What can we expect in numbers? I hope your data can give you that. I encourage the City to look at those numbers. How many of the average calls are life threatening? How many lives might have been saved in that additional minute and a half with a quicker response time with these additional resources? I encourage you to put those pieces together. We were required by congress to do cause and affect analysis if they were going to give us more money to implement new initiatives. They wanted to know what we could expect. We also had to do post measures to report to them in the future to show what it accomplished. It enhances accountability and puts more pressure on you as decision makers. If you just say it is for safety and there is no measure then there is no accountability and you cannot be held to anything because you did not say how it was going to improve. I encourage you to step forward and do that research and be able to tell us what the expectation should be if we get the additional staff. This will help you further explain it, particularly to someone in opposition. They can field the problem a lot better if they know specifics. I want to know how many people are dying or getting injured or having medical issues. How many property losses are there in dollars or buildings or whatever the count would be? It would help people to understand the problem.

Resident Patty Haltiner said honestly I have a lot of questions. She explained she comes from a family of firefighters and has seen that commitment first hand as they have responded to calls. They are very dedicated and do a wonderful job. I was surprised the response time has increased. I am fully on board with funding the fire and police departments, but I have questions as to why or if it is only Tremonton City getting taxes raised? You keep saying the percentage of calls is going up and it will continue to go up with new building and increased population, but what percentage of those calls are actually in Tremonton City limits? What percentage is elsewhere? What percentage is hospital transfers because I know from experience a lot, if not the majority of the calls are hospital transfers. If that is still the case then is the hospital looking into funding their own transport service rather than using our EMS? What if you have three full-time people you are paying to be at the fire station and there is a transfer that takes them out of town? Now we are to the second call with the volunteers. I am not sure I feel comfortable with my taxes going up to pay for that service. If there is a large percentage of calls that are not in Tremonton then are those contracts going up? Are those in the County and other towns also going to see a tax increase to help provide for EMS services that they are using or is it just our tax dollars that are paying for those services? If my building catches on fire am I billed from the fire department for those services? If I have the ambulance come to my home am I billed? And if we are billed for those services then we are also paying extra property taxes for those services. It seems like a double billing and double taxation. I am all for the fire department and I know they need to be there. I just do not know if raising our property taxes is the right way to fund that. The building that is going on in our City limits and valley, the property tax money that you are getting is increasing

without raising our taxes just from all those extra homes and apartments. If you are not getting an increase in tax revenue from that then is there a way to build that into those building permits? They need an upfront fee when they build those homes and apartments because they are adding to the population and to the need. They need to pay extra upfront to help provide those services. I am a business owner and have more than one property in the City so for me it is a 33% increase and that is a lot. It may be only $40, but when you times that by three or four that is a lot of money in one year, especially coming off the pandemic and losing businesses. It is a hard time for people. I wonder if you have looked at other options. I know there is a need, but are there are other options? Is the 12-hour shift why people are not responding because people cannot commit to 12 hours? If they signed up for six hour shifts would more people be able to sign up and respond? Are those things going to make a difference? Maybe someone was available for that call, but they did not sign up because they could not do the whole 12-hours. I understand why they are doing sign ups, but it seems like a 12-hour shift is a lot to commit to when people are working. They sometimes cannot do that. Maybe shorter shifts or some other options would be good before raising property taxes. I have more questions and hope you can answers those. Thanks for your time.

Resident William Pickett said six months after we moved here my kids took me to the hospital in town and they said there is nothing we can do for you, you need to go to Logan. The fire department and EMS were there and said we can take him. We got a bill for about $3,100 for the trip from the hospital to Logan. Our insurance got it down and it ended up being only about a third of that. I am not sure the billing rates will do any good when you get done with Medicare contracts and other things they all end up getting suppressed. The actual funds you are getting from them are not what you might think. When I was here last, Manager Warnke made mention of the fact that property taxes are reevaluated once every five years. I took a look when I got home and they are not. When we moved here in 2018 we had a property tax that was reevaluated in 2020 and 2021. That is three out of four years they have reevaluated. Our home went up from $320,000 to $474,000 so if you raise none of my taxes by rate I would still be paying more. I will pay $536 more than I paid last year for taxes and where that goes I am not sure. I will have to talk to the County about that. I know my taxes jumped a whole lot when we bought the vacant piece of property behind us to manage the weeds. We were told since we bought that piece of property it was added into our property value. In the last four years my taxes have gone up and we have not done a thing. I am just now getting back to where I can do stuff with my property after having suffered with cancer treatments. The value of my property has not gone up that much because I have not been able to do anything to it. I want to thank you for your efforts and keep up the good work. Let us see what we can do to help out those of us who live here.

Resident JG Bronson said I brought my tax assessment of my property that comes out from the County and virtually everything goes to schooling. I do not have any children at home and I paid dearly in the past for schooling my children. It was difficult for us back then, but we went through it. I have a couple observations that might be helpful as you consider this increase. I keep hearing that it is okay to raise taxes on personal property and businesses. I have often wondered why we do not just lump them together because

businesses never pay taxes—consumers do. I spent many years as a professional tax preparer helping businesses. Every one of my businesses was taxed heavy and guess what they did? They increased the price of goods and services, and me as a consumer ended up paying it. I do not want to have a tax increase because ever since I have been here I have had a tax increase, every year. It seems like it comes up and that increase is there and then next year it increases again and you never get a release or go back to reducing taxes. It is always increasing taxes. I wonder if we could reduce taxes or not have all these increases, if the school is the one taking most of the taxes it seems it would be helpful if we all donated old cars or something of value to them. We pay extra for kids to take a shop class and computer classes so why do we not get them to refurbish the stuff we do not want. Thank you for your time.

Resident Bruce Hancock said our bill for our big Tremonton business license has been $45. This year when I opened it up I was surprise to see it was $450. It was all going to the police and fire departments for responses. When did this happen, over night? My point is you tax businesses, you tax the residents, but it does not seem like anything gets done. I have lived up on Radio Hill for 21 years now and 1000 North is pothole city. The road is falling apart, you guys know that, but it has been that way for 21 years. I am a little frustrated. Our property taxes just keep going up. When I first bought up there our property tax was $1,500 now we are $3,600. That is a huge increase. We need to support our schools because education is important, but we have to stop taxing the residents to death because we are hurting ourselves and those in retirement. With all the building that is going up where are the impact fees going? I paid $10,000 to build my new home and where did that go? Why is some of that money not earmarked for things like this? As a business owner you are taxed and double taxed. I have tried to buy property for my business in Tremonton two or three times and I get told by Manager Warnke that we are looking for a bigger tax base. Well over the six year period I have been trying to do this both pieces of property have sat vacant. No one has bought them, there are weeds there, but I am too small and we are looking at bigger tax base to expand the City. Here we are asking the dang residents for more and more money, but when a citizen comes forth and offers decent money to buy property you are told no. We end up buying outside City limits and have to go to the County because no one in Tremonton is willing to work with us. My offer was never presented to the Council. It was presented to Manager Warnke and it went nowhere. I do not think we have good accountability in the City.

Resident Michael Leighner said I spent 32 years in the military and 10 years in the County Sheriffs Department as a paramedic. Five years were spent as a volunteer firefighter. We live on what is called a golden hour and it takes longer for a person to respond from their residence to the firehouse and wait for two other people to respond. Do you want to be the one that the stopwatch starts and it is past an hour? The chief needs the funds. It is important. We just had a fire in the City and a fast response by firemen and mutual aid saved a lot of property. The City Council contracts with Intermountain Health Care and if we do not charge them for transports, why not? When someone needs medical supplies that should be on the medical bill and sent to the hospital and billing department. This City is growing. We are not little Tremonton anymore. We are going to keep growing so when he comes back and wants more money

what is the City going to do? Complain about it? We need to look at the big picture. He needs the money to mange and run his department and save lives and property. That is the main thing. Can you put a price on a life?

Resident Ned Darling said I moved here three years ago and have not enjoyed the tax increases. He reviewed some statistics about the Box Elder School District and their employee's salaries. He said they are 15.2% higher than other schools in the region. The highest paid employee in the school district is a teacher who gets paid $165,167.52. The second highest is $116,760.76. The average school salary is $61,475. I am not saying the schools are not important because they are, but I do believe there is a lot of wasted money in these programs. We need to look through that. Thank you for your time.

Mayor Fridal closed the Public Hearing at 7:21 p.m.

7. Adjournment.

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

The meeting adjourned at 7:21 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 _____, 2021.

_____

Linsey Nessen, City Recorder

TREMONTON CITY

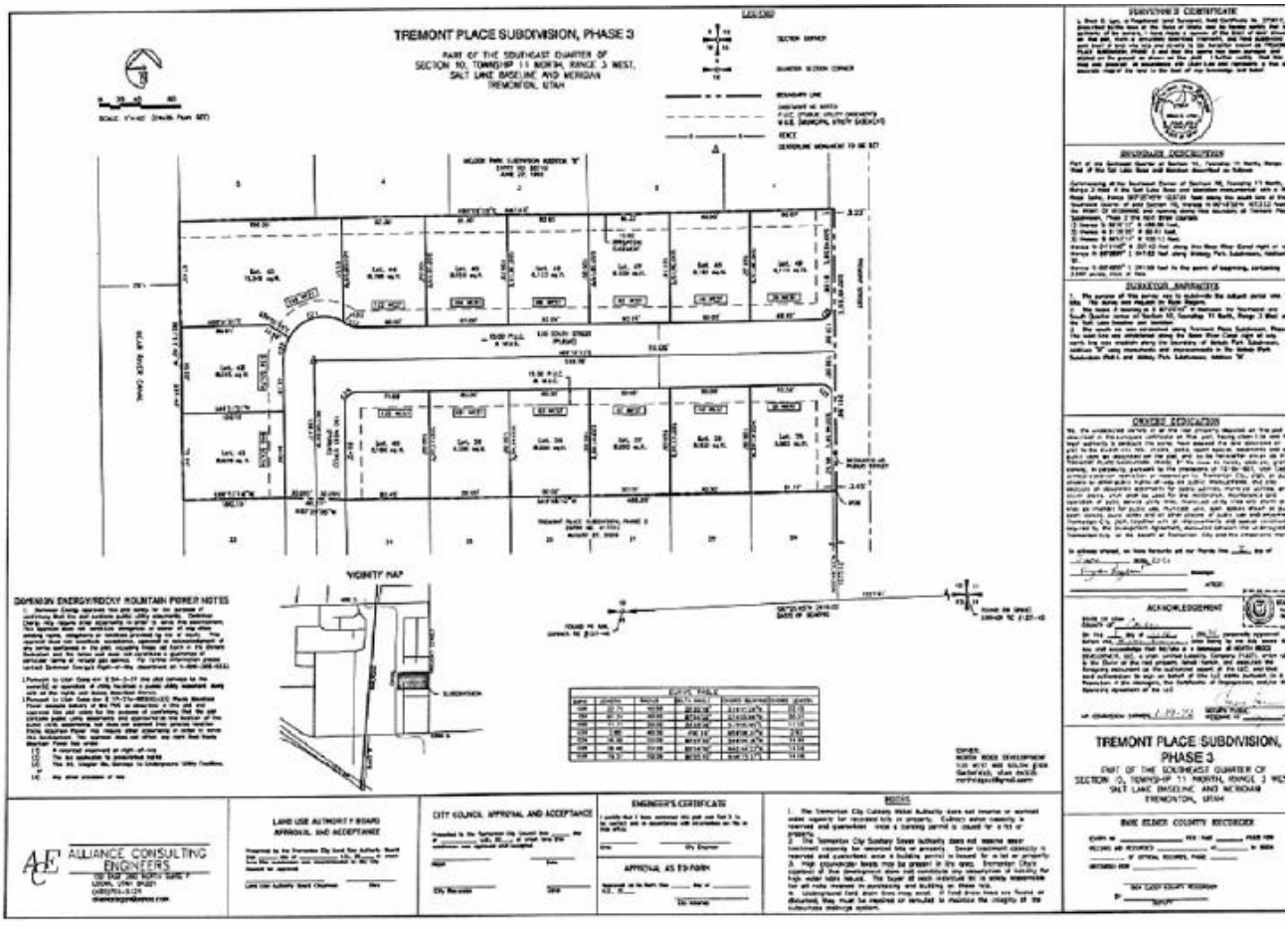
CITY COUNCIL MEETING

AUGUST 17, 2021

TITLE:	Discussion and consideration of adopting Resolution No. 21-31 ratifying the Tremonton Place Phase 3 Subdivision Development Agreement
FISCAL IMPACT:	
PRESENTER:	Shawn Warnke, City Manager

WHO, WHAT, WHY:

The City Development Code requires that subdivision approvals are formalized with a development agreement. As you know, the City Council has adopted a template subdivision development agreement with the majority of terms being applicable for every subdivision approval. The only terms that are individual to the specific subdivision are contained in the Special Conditions section of the development agreement. For your convenience, the Tremont Place Phase 3 Plat and special conditions for the Tremont Place Phase 3 Subdivision are contained below.



SECTION 2. SPECIAL CONDITIONS

- Development Processing/Application Fees. That the Developer pays the development application review fees contained in the City's Consolidated Fee Schedule as follows:

- Construction Drawings. A fee of $1772.27, which is ½ of 1% of the estimated costs of the improvements. At the time of the signing of this Agreement, the City acknowledges that the Developer has paid all other application fees.

- Fee in Lieu Street Lights. That the Developer pays a fee in lieu in the amount of $3,000.00 for two (2) street lights prior to recording the plat.

- Fee in Lieu Street Signs. That the Developer pays a fee in lieu in the amount of $260.00 for street signs prior to recording plat.

- Fee in Lieu Chip Seal. That the Developer pays a fee in lieu in the amount of $7,555.50 for the chip sealing of all public street prior to recording the plat.

- Bear River Water Canal Shares. In accordance with Section 2.06.105 of the Tremonton City Land Use Code, the Developer dedicates to Tremonton City 2.04 water shares in the Bear River Canal Company prior to the recording of the plat. At the time of the signing of this Agreement, the City acknowledges that the Developer has dedicated the required water shares.

- Fencing Canal. As required by 2.06.095 of the Tremonton City Land Code, the Developer shall install fencing on the backlot lines that are adjacent to the canal for Phases 2 and Phase 3.

- Roll Back Taxes. In accordance with the Tremonton City Land Use Code 2.04.060 A 6, the Developer pays any rollback taxes prior to the recording of the plat.

- Open Trench & UTOPIA. In accordance with Section 2.06.060 of the Tremonton City Land Use Code, the Developer shall give written notice to utility companies, including UTOPIA, a minimum of ten (10) days prior to the availability of access to open trenches. Tremonton City currently has the following individuals as UTOPIA representatives to coordinate the open trench:

  Brian Kelsey
  Outside Plant Design Manager
  Office: (801) 613-3868 | Cell: (801)-792-1353
  bkelsey@utopiafiber.com

  Keith Perkins
  Construction Manager
  Office: (801) 613-3863 | Cell: (801) 330-5601
  kperkins@utopiafiber.com

- Irrigation Ditch, Bear River Canal Company, & Indemnification. The Developer covenants that they have talked with all the parties that have an interest in the irrigation ditch that is being abandon through the Development and that the Developer will provide an alternative means for property owners to receive their irrigation water and that these alternative means have been approved by the property owners. The Developer agrees to indemnify the City from any liability associated with the abandonment of the irrigation ditch through the Development and any claim from the Bear River Canal Company regarding the platting of this subdivision impeding their claim for an easement.

RESOLUTION NO. 21-31

A RESOLUTION OF TREMONTON CITY CORPORATION RATIFYING THE TREMONT PLACE SUBDIVISION, PHASE 3 DEVELOPMENT AGREEMENT

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

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

WHEREAS, the Developer and City hereto have agreed that the development of the 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 Tremont Place Subdivision, Phase 3 Final Plat for recording with the Recorder's Office of Box Elder County, Utah; and

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

NOW, THEREFORE, BE IT RESOLVED by the Tremonton City Council that the Tremont Place Subdivision, Phase 3 Development Agreement is ratified as attached in Exhibit "A."

Adopted and passed by the governing body of Tremonton City Corporation this 17th day of August 2021.

TREMONTON CITY
A Utah Municipal Corporation

By _____
Roger Fridal, Mayor

ATTEST:

By _____ _
Linsey Nessen, City Recorder

EXHIBIT “A”

Approved for use by Tremonton City Council Resolution No.20-42

Entry No. 436414 B: 1481 P: 1645 Pages: 18
07/13/2021 09:54:03 AM FEE $40.00
AGREEMENT For: TREMONTON CITY CORP
Chad Montgomery, Box Elder County Utah Recorder

TREMONT PLACE SUBDIVISION, PHASE 3
SUBDIVISION DEVELOPMENT AGREEMENT

THIS SUBDIVISION DEVELOPMENT AGREEMENT (hereinafter "Agreement"), is made and entered into this 23 day of JUNE, 2021, by and between the TREMONTON CITY, a body corporate and politic of the State of Utah, (hereinafter the "City") and NORTH RIDGE 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:

Part of the Southeast Quarter of Section 10, Township 11 North, Range 3 West of the Salt Lake Base and Meridian described as follows:

Commencing at the Southeast Corner of Section 10, Township 11 North, Range 3 West of the Salt Lake Base and Meridian monumented with a Rail Road Spike, thence S87°25'45"W 1227.01 feet along the south line of the Southeast Quarter of said Section 10; thence N 00°49'55"W 1073.52 feet to the POINT OF BEGINNING and running along the boundary of Tremont Place Subdivision, Phase 2 the next three courses:
1) thence S 89°18'12" W 486.06 feet;
2) thence N 87°39'05" W 60.11 feet;
3) thence S 88°53'14" W 100.13 feet;
thence N 01°11'40" W 257.43 feet along the Bear River Canal right of way;
thence N 89°09'09" E 647.83 feet along Melody Park Subdivision, Addition "B";
thence S 00°49'55" E 261.59 feet to the point of beginning, containing 3.864 acres, more or less.

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

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

WHEREAS, the City has approved the Final Plat for recording with the Recorder's Office of Box Elder County, Utah, which was submitted by the Developer subject to certain requirements and conditions, which involved the installation of and construction of utilities and other municipal improvements in connection with the Property; and

WHEREAS, Utah Code 10-9a-102 provides the City's general land use authority to adopt ordinances, resolutions, rules, and may enter into development agreements.

NOW, THEREFORE, in consideration of the promises of the Parties hereto and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, it is agreed as follows:

SECTION 1. GENERAL CONDITIONS

A. **Development Activities.** The terms of this Agreement shall govern all development activities of the Developer pertaining to the Property. For the purposes of this Agreement, "development activities" shall include, pursuant to Utah Code Annotated (hereinafter "UCA") § 10-9a-103(8), but be not limited to, the following: any change in the use of land that creates additional demand and needs for public facilities. Furthermore, for purposes of this agreement only, "development activities" shall also include the following: (1) the actual construction of improvements, (2) obtaining a permit therefore, or (3) any change in grade, contour, or appearance of the Property caused by, or on behalf of, the Developer with the intent to construct improvements thereon, none of which shall occur until execution of the Agreement and City approval of the Final Plat.

B. **Time Limitations for Improvements.** All water lines, sanitary sewer collection lines, storm sewer lines and facilities, streets, curbs, gutters, sidewalks, streetlights, and trails shall be installed as shown on the Final Plat, Construction Drawings and in full compliance with the standards and specification of the City, at the time of approval of the Final Plat, subject to a two (2) year time limitation from the date of approval of the Final Plat, which is in compliance with Title II, Chapter 2.05 of the Tremonton City Land Use and Development Code. In the event that the Developer commences or performs any construction pursuant hereto after the passage of two (2) years from the date of approval of the Final Plat, the Developer shall resubmit the Final Plat and documentation supporting a new guaranty bond to the City Engineer for reexamination. Pursuant to UCA § 10-9a-603, the City may then require the Developer to comply with the approved standards and specifications of the City at the time of resubmission.

After two (2) years from the date of approval of the Final Plat, if any development improvements have not been completed, the City, at its sole discretion, may use the guaranty bond money to complete development improvements.

C. **Culinary Water and Sewer Treatment Capacity.** The City, which includes the Tremonton City Culinary Water Authority and Tremonton City Sanitary Sewer Authority, does not reserve or warrant water capacity or sewer treatment capacity until the issuance of a building permit. Recording of the Final Plat, execution of this Agreement, and/or recording of any lot within the Development does not constitute a reservation or warranty for water capacity and/or sewer treatment capacity

D. **Fee-in-Lieu Payments.** In cases where a Developer shall be required by City Ordinance to install an improvement, but circumstances, as determined by the City Engineer, prevent the construction of the improvement, the Developer shall pay a fee-in-lieu of

construction. The fee-in-lieu payment shall be the current cost of constructing the improvement as estimated by the City Engineer and formalized in Section 2- "Special Conditions in this Agreement." The fee-in-lieu payment shall be used towards the costs of installing the required improvements, the timing of when said improvement shall be constructed shall be at the sole discretion of the City and absolve the Developer from making the improvement in the future or paying the future cost of the required improvement.

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

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

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

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

I. **Financial Responsibilities of Developer.** Except as otherwise herein specifically agreed, the Developer agrees to install and pay for all water, sanitary sewer, and storm drainage facilities and appurtenances, and all streets, curbs, gutters, sidewalks, trails, and other public improvements required by this Development as shown on the Final Plat, Construction Drawings and other approved documents pertaining to this Development on file with the City.

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

K. **Inspection by City Officials.** The installation of all utilities shown on the Final Plat and Construction Drawings shall be inspected by the Engineering Department and/or Public Works Department of the City and shall be subject to such department's approval. The Developer agrees to correct any deficiencies in such installations to meet the requirements of the plans and/or specifications applicable to such installation. In case of conflict, the Tremonton City Public Works Standards shall supersede the Final Plat and Construction Drawings, unless written exceptions have been made.

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

M. **Developer Compliance with EPA and other Regulations.** The Developer specifically represents that to the best of its knowledge, all property dedicated (both in fee simple and as easements) to the City associated with this Development (whether on or off-site) is in compliance with all environmental protection and anti-pollution laws, rules, regulations, orders or requirements, including solid waste requirements, as defined by the US Environmental Protection Agency Regulations at 40 CFR Part 261, and that such property as is dedicated to the City pursuant to this Development, is in compliance with all such requirements pertaining to the disposal or existence in or on such dedicated property of any hazardous substances, pollutants or contaminants, as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder. The Developer, for itself and its successor(s) in interest, does hereby indemnify and hold harmless the City from any liability whatsoever that may be imposed upon the City by any governmental authority or any third Party, pertaining to the disposal of hazardous substances, pollutants or contaminants, and cleanup necessitated by leaking underground storage tanks, excavation and/or backfill of hazardous substances, pollutants or contaminants, or environmental cleanup responsibilities of any nature whatsoever on, of, or related to any property dedicated to the City in connection with this Development, provided that such damages or liability are not caused by circumstances arising entirely after the date of acceptance by the City of the public improvements constructed on the dedicated property, except to the extent that such circumstances are the result of the acts or omissions of the Developer. Said indemnification shall not extend to claims, actions, or other liability arising as a result of any hazardous substance, pollutant, or contaminant generated or deposited by the City, its agents or representatives, upon the property dedicated to the City in connection with this Development. The City agrees to give notice to the Developer that he must obtain a complete discharge of all City liability through such settlement. Failure of the City to give notice of any such claim to the Developer within ninety (90) days after the City of first receives a notice of such claim under the Utah Governmental Immunity Act for the same, shall cause this indemnity and hold harmless agreement by the Developer to not apply to such claim

and such failure shall constitute a release of this indemnity and hold harmless agreement as to such claim.

N. **City Ownership Rights.** The Developer acknowledges and agrees that the City, as the owner of any adjacent property (the "City Property") on which off-site improvements may be constructed, or that may be damaged by the Developer's activities hereunder, expressly retains (and does not by this Development Agreement waive) its rights as the property owner. The City's rights as an owner may include without limitation those rights associated with the protection of the City Property from damage, and/or the enforcement of restrictions, limitations, and requirements associated with activities on the City Property by the Developer as an easement recipient.

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

SECTION 2. SPECIAL CONDITIONS

- Development Processing/Application Fees. That the Developer pays the development application review fees contained in the City's Consolidated Fee Schedule as follows:

- Construction Drawings. A fee of $1772.27, which is ½ of 1% of the estimated costs of the improvements. At the time of the signing of this Agreement, the City acknowledges that the Developer has paid all other application fees.

- Fee in Lieu Street Lights. That the Developer pays a fee in lieu in the amount of $3,000.00 for two (2) street lights prior to recording the plat.

- Fee in Lieu Street Signs. That the Developer pays a fee in lieu in the amount of $260.00 for street signs prior to recording plat.

- Fee in Lieu Chip Seal. That the Developer pays a fee in lieu in the amount of $7,555.50 for the chip sealing of all public street prior to recording the plat.

- Bear River Water Canal Shares. In accordance with Section 2.06.105 of the Tremonton City Land Use Code, the Developer dedicates to Tremonton City 2.04 water shares in the Bear River Canal Company prior to the recording of the plat. At the time of the signing of this Agreement, the City acknowledges that the Developer has dedicated the required water shares.

- Fencing Canal. As required by 2.06.095 of the Tremonton City Land Code, the Developer shall install fencing on the backlot lines that are adjacent to the canal for Phases 2 and Phase 3.

- Roll Back Taxes. In accordance with the Tremonton City Land Use Code 2.04.060 A 6, the Developer pays any rollback taxes prior to the recording of the plat.

- Open Trench & UTOPIA. In accordance with Section 2.06.060 of the Tremonton City Land Use Code, the Developer shall give written notice to utility companies, including UTOPIA, a minimum of ten (10) days prior to the availability of access to open trenches. Tremonton City currently has the following individuals as UTOPIA representatives to coordinate the open trench:

  Brian Kelsey
  Outside Plant Design Manager
  Office: (801) 613-3868 | Cell: (801)-792-1353
  bkelsey@utopiafiber.com

  Keith Perkins
  Construction Manager
  Office: (801) 613-3863 | Cell: (801) 330-5601
  kperkins@utopiafiber.com

- Irrigation Ditch, Bear River Canal Company, & Indemnification. The Developer covenants that they have talked with all the parties that have an interest in the irrigation ditch that is being abandon through the Development and that the Developer will provide an alternative means for property owners to receive their irrigation water and that these alternative means have been approved by the property owners. The Developer agrees to indemnify the City from any liability associated with the abandonment of the irrigation ditch through the Development and any claim from the Bear River Canal Company regarding the platting of this subdivision impeding their claim for an easement.

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 Final Plat and the Agreement.** The Developer shall, pursuant to the terms of this Agreement, complete all improvements and perform all other obligations required herein, for such improvements or obligations that may be shown on the Final Plat and Construction Drawings, or required within this Agreement or any document executed in the future that are required by the City for amending the Development's Final Plat, Construction Drawings, or this Agreement.

In addition to the other remedies contained within this Agreement for the Developer's non-compliance or default with the obligations required herein, the Parties agree that the City may delay the processing of any future land use applications, land use decisions, and/or land use permits submitted to the City for projects in which the Developer may have an ownership interest until the Developer non-compliance or default has been cured. The Developer acknowledges and agrees to waive any time constraints applicable in Utah Code, with which the

City would otherwise be required to comply for the processing of land use applications, land use decisions, and land use permits for the Developer's non-compliance or default. Any future land use applications, land use decisions, and/or land use permits may include, but are not limited to, preliminary plats, final plats, site plans, building permits, certificates of occupancy, sign permits, zoning, rezoning, and annexations within the Development or outside of the boundaries of the Development, for which Tremonton City is Land Use Authority. An ownership interest in a future land use application, land use decisions, and/or land use permit includes, the Developer, Developer's spouse, and/or Developer's minor children ownership as an individual or a member of a corporation with assets that are the subject to the future land use application. If the City suspects that the Developer may have ownership in the future land use application, it is the Developer's burden to prove the contrary.. The City may also place liens on vacant lots still owned by the Developer as it deems necessary to ensure performance in accordance with the terms of the Agreement.

F. **No Waiver of Regulation(s)**. Nothing herein contained shall be construed as a waiver of any requirements of the City Code or the Utah Code Annotated, in its current form as of the date of approval of the Final Plat, and the Developer agrees to comply with all requirements of the same.

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

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

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

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

K. **Irrigation Ditch, Bear River Canal Company, & Indemnification.** The Developer covenants that they have talked with all the parties that have an interest in the irrigation ditch that is being abandon through the Development and that the Developer will provide an alternative means for property owners to receive their irrigation water and that these alternative means have been approved by the property owners. The Developer agrees to indemnify the City from any liability associated with the abandonment of the irrigation ditch through the Development and any claim from the Bear River Canal Company regarding the platting of this subdivision impeding their claim for an easement.

L. **Default and Mediation.** Each and every term of this Agreement shall be deemed to be a material element hereof. In the event that either Party shall fail to perform according to the terms of this Agreement, such Party may be declared in default. In the event that a Party has been declared in default hereof, such defaulting Party shall be given written notice specifying such default and shall be allowed a period of ten (10) days within which to cure said default. In the event the default remains uncorrected, the Party declaring default may elect to: (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance or; (c) avail itself of any other remedy at law or equity.

In the event of the default of any of the provisions hereof by either Party, which shall give rise to commencement of legal or equitable action against said defaulting Party, the Parties hereby agree to submit to non-binding mediation before the commencement of an action in any Court of law. In any such event, the defaulting Party shall be liable to the non-defaulting Party for the non-defaulting Party's reasonable attorney's fees and costs incurred by reason of the default. Nothing herein shall be construed to prevent or interfere with the City's rights and remedies specified in Paragraph III.D of this Agreement.

M. **No Third-Party Beneficiaries**. Except as may be otherwise expressly provided herein, this Agreement shall not be construed as or deemed to be an agreement for the benefit of any third Party or Parties, and no third Party or Parties shall have any right of action hereunder for any cause whatsoever.

N. **Applicable Laws.** It is expressly understood and agreed by and between the Parties hereto that this Agreement shall be governed by and its terms construed under the laws of the State of Utah and the City of Tremonton, Utah.

O. **Notice.** Any notice or other communication given by any Party hereto to any other Party relating to this Agreement shall be hand-delivered or sent by certified mail, return receipt requested, addressed to such other Party at their respective addresses as set forth below; and such notice or other communication shall be deemed given when so hand-delivered or three (3) days after so mailed:

If to the City: Tremonton City
102 S. Tremont Street
Tremonton, UT 84337

With a copy to: Daines & Jenkins, LLP
108 North Main Street
Logan, UT 84321

If to the Developer: Northridge Development, LLC
120 West 400 South #104
Smithfield, Utah 84335

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

P. **Word Meanings.** When used in this Agreement, words of the masculine gender shall include the feminine and neutral gender, and when the sentence so indicates, words of the neutral gender shall refer to any gender; and words in the singular shall include the plural and vice versa. This Agreement shall be construed according to its fair meaning and as if prepared by all Parties hereto, and shall be deemed to be and contain the entire understanding and agreement between the Parties hereto pertaining to the matters addressed in this Agreement.

Q. **Complete Agreement.** There shall be deemed to be no other terms, conditions, promises, understandings, statements, representations, expressed or implied, concerning this Agreement, unless set forth in writing signed by all of the Parties hereto. Further, paragraph headings used herein are for convenience of reference and shall in no way define, limit, or prescribe the scope or intent of any provision under this Agreement.

R. **Property Owner as Party.** The Owner is made a Party to this Agreement solely for the purpose of subjecting the Property to the covenants contained in this Agreement. The City and the Developer expressly acknowledge and agree that the Owner shall not be liable for any obligations of the Developer under this Agreement, unless the Owner were to exercise any of the rights of the Developer in which event the obligations of the Developer shall become those of the Owner.

Developer expressly acknowledges and agrees that the Owner shall not be liable for any obligations of the Developer under this Agreement, unless the Owner were to exercise any of the rights of the Developer in which event the obligations of the Developer shall become those of the Owner.

S. **Greenbelt Taxes.** Pursuant to Utah Code Annotated § 10-9a-603(3), The City shall require payment of all Greenbelt Taxes, if applicable, prior to Recordation of the Final Plat.

T. **Recording.** The City and Developer/Owner are authorized to record or file any notices or instruments with the Box Elder County Recorder's Office appropriate to assuring the perpetual enforceability of the Agreement, and the Developer/Owner agrees to execute any such instruments upon reasonable request.

U. **"Arms Length" Transaction.** The Parties hereto expressly disclaim and disavow any partnership, joint venture or fiduciary status, or relationship between them and expressly affirm that they have entered into this Agreement as independent Parties and that the same is in all respects an "arms-length" transaction.

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

W. **Incorporation of Recitals and Exhibits.** The above recitals and all exhibits attached hereto are incorporated herein by this reference and expressly made a part of this Agreement.

X. **Preparation of Agreement.** The Parties hereto acknowledge that they have both participated in the preparation of this Agreement and, if any question arises regarding its interpretation, no presumption shall be drawn in favor of or against any Party hereto with respect to the drafting hereof.

Y. **Amendments.** This Agreement may be amended at any time upon unanimous agreement of the Parties hereto, which amendment(s) must be reduced to writing and signed by all Parties in order to become effective.

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

THE CITY OF TREMONTON, UTAH

By: _____
Mayor, Tremonton City

ATTEST:

_____
City Recorder

APPROVED AS TO CONTENT:

_____
City Engineer

APPROVED AS TO FORM:

_____
City Attorney

DEVELOPER:

By: _____

Print Name: Ryan Rogers

OWNER:

By: _____

Print Name: Ryan Rogers

Developer/Owner Acknowledgment

State of Utah)
§
County of Box Elder)

On this 23 day of June, in the year 2021, before me Steven D Bench a notary public, personally appeared Ryan Rogers, 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

State of Utah)
§
County of BOX ELDER)

On this 23 day of JUNE, in the year 2021, 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 Final Plat is recorded. Required improvements for plats recorded between November 1st and March 31st shall be completed by the next October 1st. For example, the required improvements for a plat recorded on February 6th shall be completed by October 1st, in the same calendar year. Failure to meet this time frame may result in the forfeiture of the bond. A written agreement to extend the completion of the improvements may be granted by the Land Use Authority Board, where due to circumstances as determined by the Land Use Authority Board would delay the completion of required improvements.

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

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

MAINTENANCE GUARANTEE:

The Developer hereby warrants and guarantees to the City for a period of one (1) years from the date of completion and final inspection by the City of the public improvements warranted hereunder, the full and complete maintenance and repair of the public improvements constructed for this Development. This warranty and guarantee are made in accordance with the Tremonton City Land Use Code and/or the Utah Code Annotated, as applicable. This guarantee applies to the streets and all other appurtenant structures and amenities lying within the rights-of-way, easements, and other public properties, including, without limitation, all curbing, sidewalks, trails, drainage pipes, culverts, catch basins, drainage ditches, and landscaping and all other improvements contained in Exhibit "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

JONES & ASSOCIATES
Consulting Engineers

Initial Escrow Estimate

March 1, 2021

Mr. Steve Bench
Tremonton City
102 South Tremont Street
Tremonton, Utah 84337

RE: **Tremont Place - Phase 3**

Steve,

I have completed a review of the cost estimate for the above referenced subdivision and have included my breakdown of the costs in the attached spreadsheet. The costs and amounts generally followed the Engineer's Estimate prepared by Alliance Engineering, however there were a couple of changes. The recommended escrow amounts are as follows.

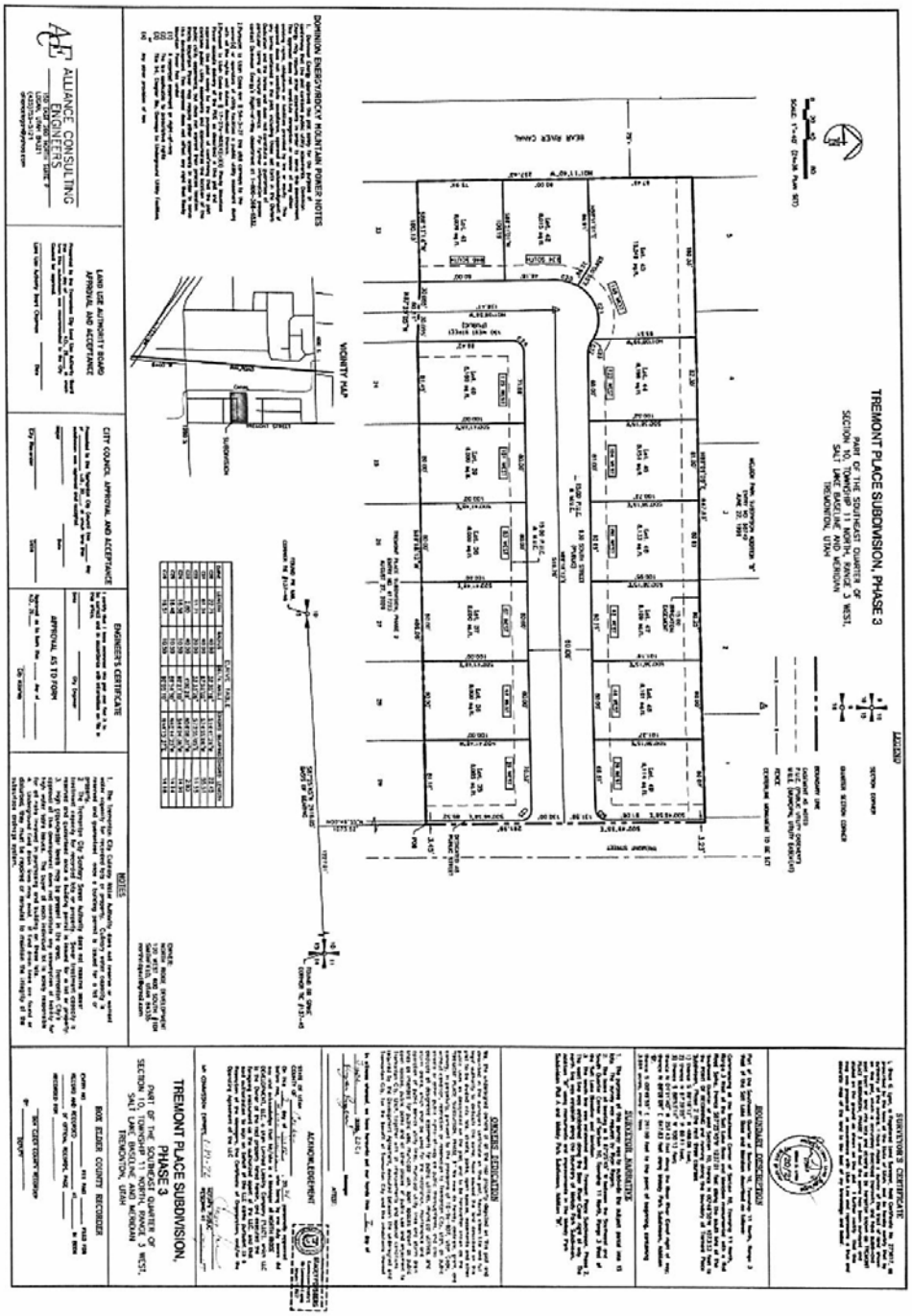
Description	Estimated Cost of Improvements	Previous Amount Released	*Work Completed this Period*	**Current Amount Req'd in Escrow**
Culinary Water System	$56,725.00	$0.00	*$0.00*	**$56,725.00**
Sanitary Sewer System	$42,600.00	$0.00	*$0.00*	**$42,600.00**
Storm Drain System	$29,464.00	$0.00	*$0.00*	**$29,464.00**
Irrigation System	$37,775.00	$0.00	*$0.00*	**$37,775.00**
Landscaping	$0.00	$0.00	*$0.00*	**$0.00**
Streets	$114,477.80	$0.00	*$0.00*	**$114,477.80**
Sidewalk	$30,390.00	$0.00	*$0.00*	**$30,390.00**
Miscellaneous Items	$10,800.00	$0.00	*$0.00*	**$10,800.00**
10% Contingency	$32,223.18	$0.00	*$0.00*	**$32,223.18**
Totals	$354,454.98	$0.00	*$0.00*	**$354,454.98**

Prepaid Items	
Chip Seal and Fog Coat ($2.25/sy)	$7,555.50
Street Lights ($1,500/ea)	$1,500.00
Totals	$9,055.50

Sincerely,

Chris Breinholt, P.E.
Jones & Associates Engineering

EXHIBIT "C" PLAT MAP



TREMONTON CITY

CITY COUNCIL MEETING

AUGUST 17, 2021

TITLE:	Discussion and consideration of adopting Resolution No. 21-32 ratifying the Archibald Estates Plat "K" Subdivision Development Agreement
FISCAL IMPACT:	
PRESENTER:	Shawn Warnke, City Manager

WHO, WHAT, WHY:

The City Development Code requires that subdivision approvals are formalized with a development agreement. As you know, the City Council has adopted a template subdivision development agreement with the majority of terms being applicable for every subdivision approval. The only terms that are individual to the specific subdivision are contained in the Special Conditions section of the development agreement. For your convenience, the plat and special conditions for the Special Conditions for Archibald Estates Plat K Subdivision Development Agreement are contained below.

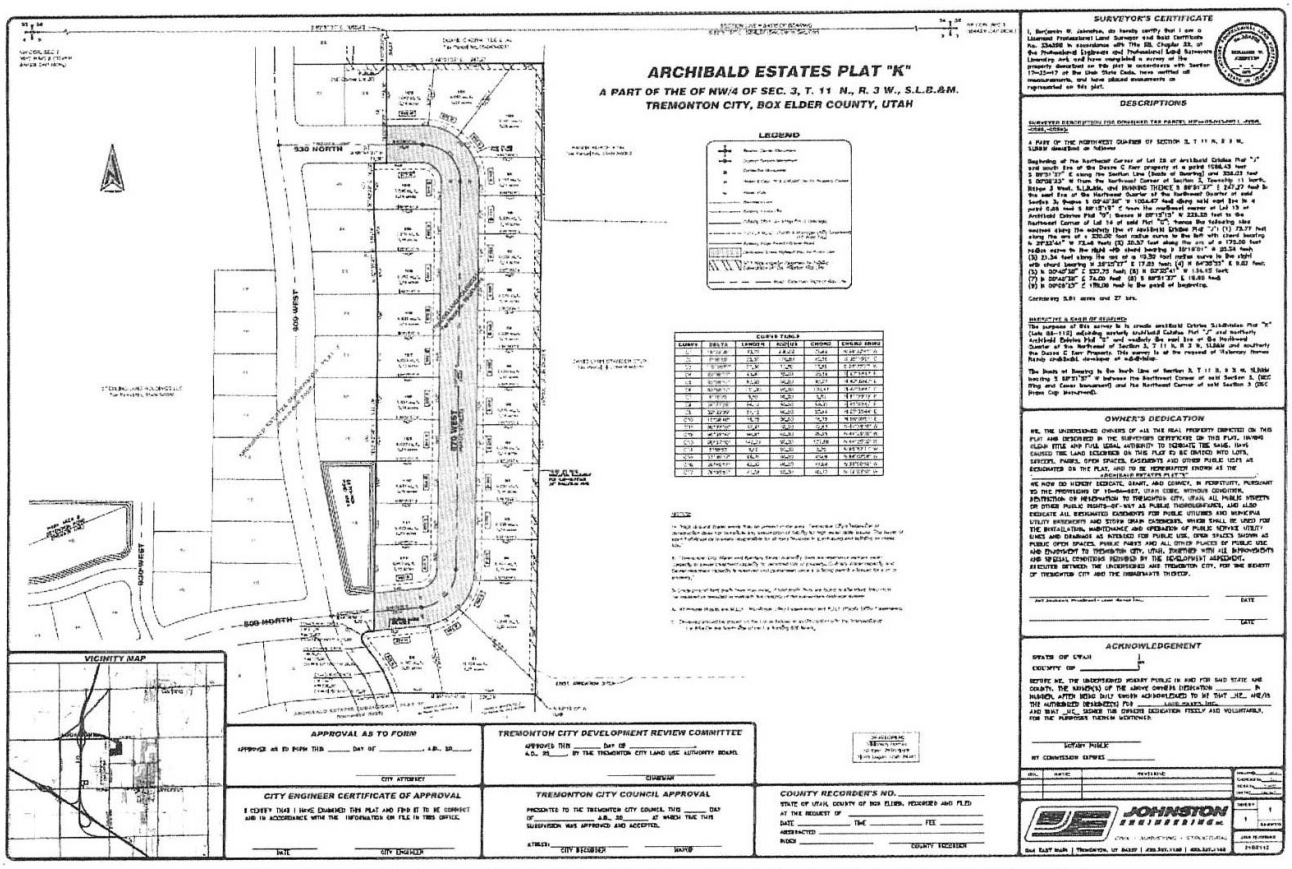
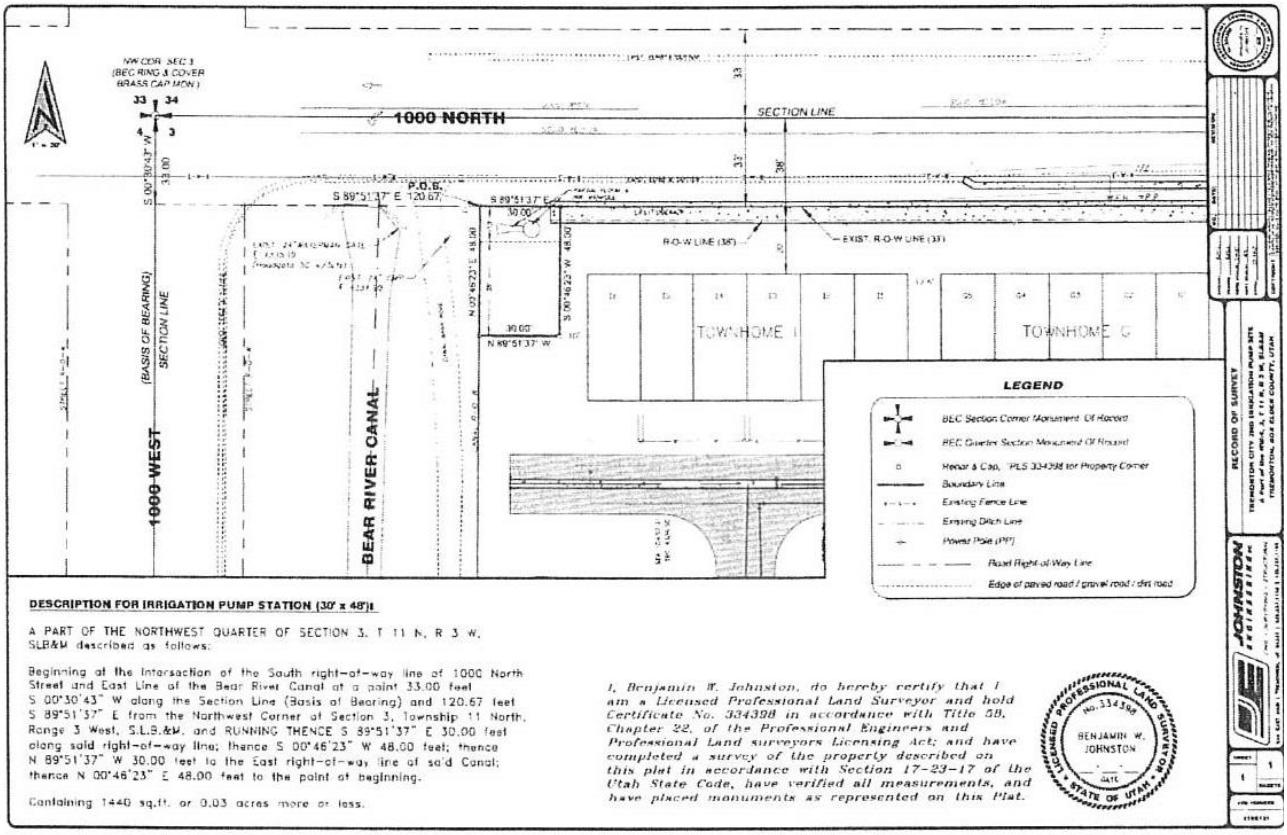


EXHIBIT "D" SECONDARY WATER PUMP STATION SITE



DESCRIPTION FOR IRRIGATION PUMP STATION (30' x 48')

A PART OF THE NORTHWEST QUARTER OF SECTION 3, T 11 N, R 3 W, SLB&M described as follows:

Beginning at the Intersection of the South right-of-way line of 1000 North Street and East Line of the Bear River Canal at a point 33.00 feet S 00°30'43" W along the Section Line (Basis of Bearing) and 120.67 feet S 89°51'37" E from the Northwest Corner of Section 3, Township 11 North, Range 3 West, S.L.B.&M., and RUNNING THENCE S 89°51'37" E 30.00 feet along said right-of-way line; thence S 00°46'23" W 48.00 feet; thence N 89°51'37" W 30.00 feet to the East right-of-way line of said Canal; thence N 00°46'23" E 48.00 feet to the point of beginning.

Containing 1440 sq.ft. or 0.03 acres more or less.

I, Benjamin W. Johnston, do hereby certify that I am a Licensed Professional Land Surveyor and hold Certificate No. 334398 in accordance with Title 58, Chapter 22, of the Professional Engineers and Professional Land surveyors Licensing Act; and have completed a survey of the property described on this plat in accordance with Section 17-23-17 of the Utah State Code, have verified all measurements, and have placed monuments as represented on this Plat.

LICENSED PROFESSIONAL LAND SURVEYOR No. 334398 BENJAMIN W. JOHNSTON STATE OF UTAH

SECTION 2. SPECIAL CONDITIONS

A. Development Processing/Application Fees. That the Developer pays the development application review fees contained in the City's Consolidated Fee Schedule as follows:
   - Final Plat Fee. A fee of $1330.00, which is $250 plus $40.00 per lot.
   - Construction Drawings. A fee of $2770.00, which is ½ of 1% of the estimated costs of the improvements.
   - Street Signs at Intersections. A fee of $360.00

B. Dedication of Land for Secondary Water Pump Station. The Developer has agreed in consideration of the City eliminating the street stubbing into Parcel Number 05-043-0079, labeled as 800 North on the preliminary plat, to dedicate and/or deeding approximately 1,440 square feet along the Central Canal to Tremonton City for a secondary water pump station. The Developer's dedication and/or deeding of 1,440 square feet to Tremonton City shall be done without any additional consideration of cash, impact fee credits, and impact fee reimbursement and shall be free and clear of any encumbrances on the title. The approximately 1,440 square feet that the Developer shall dedicate or deed to Tremonton City shall be located as generally shown on Exhibit "D." The dedication of the 1,440 square feet to Tremonton City shall occur with the recording of Archibald Estates Plat "L" unless the City's need to take ownership of the 1,440 square feet occurs before the aforementioned Plat "L" is ready for recordation. In such a case, the Developer covenants to expeditiously cooperate with the City by deeding the land to the City, free and clear of any encumbrances on the title within two (2) weeks of the City providing a written request to have the 1,440 square feet deeded to Tremonton City. The deeding of land to Tremonton City shall be done without any land-use restrictions whatsoever. The City agrees to install a vinyl fence on the south and east sides of the 1,440 square feet to match the Developer's installed fencing for Archibald Estates Plat "L" after the City's construction of the pump station has been completed. The City also agrees to be responsible for any sidewalk improvements along 1000 North directly in front of the 1,440 square feet, which is estimated to be about thirty (30') in length.

C. Fee in Lieu Street Lights. That the Developer pays a fee in lieu in the amount of $1500.00 for one (1) street light before recording the plat. The Developer shall be responsible for installing the conduit for the street lights in accordance with Rocky Mountain Power's standards. It shall be the responsibility of the City to maintain the street lights after installation.

D. Fee in Lieu Chip Seal. That the Developer pays a fee in lieu in the amount of $8,410.50 for the chip sealing of all public street prior to recording the plat.

E. Bear River Water Canal Shares. In accordance with Section 2.06.105 of the Tremonton City Land Use Code, the Developer dedicates to Tremonton City 3.03 water shares in the Bear River Canal Company. At the time of the signing of this Agreement, the City acknowledges that the Developer has dedicated the required water shares.

F. Roll Back Taxes. In accordance with the Tremonton City Land Use Code 2.04.060 A 6, the Developer pays any rollback taxes prior to the recording of the plat.

G. Open Trench & UTOPIA. In accordance with Section 2.06.060 of the Tremonton City Land Use Code, the Developer shall give written notice to utility companies, including UTOPIA, a minimum of ten (10) days prior to the availability of access to open trenches. Tremonton City currently has the following individuals as UTOPIA representatives to coordinate the open trench:

Brian Kelsey
Outside Plant Design Manager
Office: (801) 613-3868 | Cell: (801)-792-1353
bkelsey@utopiafiber.com

Keith Perkins
Construction Manager
Office: (801) 613-3863 | Cell: (801) 330-5601
kperkins@utopiafiber.com

H. Irrigation Ditch, Bear River Canal Company, & Indemnification. The Developer covenants that they have talked with all the parties that have an interest in the irrigation ditch that is being abandon through the Development and that the Developer will provide an alternative means for property owners to receive their irrigation water and that these alternative means have been approved by the property owners. The Developer agrees to indemnify the City from any liability associated with the abandonment of the irrigation ditch through the Development and any claim from the Bear River Canal Company regarding the platting of this subdivision impeding their claim for an easement.

I. Amenities & Timeframe. In accordance with Section 1.16.095 of the Tremonton City Land Use Code the Edgewood Overlay Zone, the Development shall have the following amenities within the specified timeframe:

- Landscaping. That the Developer landscape each building lot, active adult community, and townhome community within the Development to generally coincide with the completion of the home and the issuance of a certificate of occupancy. During months of inclement weather, the developer/builder shall complete the landscaping within six (6) months of receiving a certificate of occupancy. The townhouse development shall be landscaped according to the Tremonton City Land Use Code requirements and the approved landscape plan associated with the Site Plan approval.

- Landscaping for detached housing will include lawn, irrigation systems to be compatible with secondary water, etc., and shall be installed in the front-yard, side-yards, and back-yards. The Developer shall install street trees in the park strip with an irrigation source in accordance with Public Tree Ordinance (Chapter 8-700) of the Tremonton City Revised Ordinances.

RESOLUTION NO. 21-32

A RESOLUTION OF TREMONTON CITY CORPORATION RATIFYING THE ARCHIBALD ESTATES PLAT "K" SUBDIVISION 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 subdivision requirements (including utility plans), reports, and other documents required for the approval of a Subdivision 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 Tremonton City as a whole; and

WHEREAS, the City has approved the Archibald Estates Plat "K" Subdivision.

NOW, THEREFORE, BE IT RESOLVED by the Tremonton City Council that the Archibald Estates Plat "K" Subdivision Development Agreement is ratified as attached in Exhibit "A."

Adopted and passed by the governing body of Tremonton City Corporation this 17th day of August 2021.

TREMONTON CITY
A Utah Municipal Corporation

By _____
Roger Fridal, Mayor

ATTEST:

_____
Linsey Nessen, City Recorder

EXHIBIT “A”

Approved for use by Tremonton City Council Resolution No.20-42

ARCHIBALD ESTATES PLAT "K"
SUBDIVISION DEVELOPMENT AGREEMENT

THIS SUBDIVISION DEVELOPMENT AGREEMENT (hereinafter "Agreement"), is made and entered into this 4 day of JUNE, 2021, by and between the TREMONTON CITY, a body corporate and politic of the State of Utah, (hereinafter the "City") and VISIONARY HOMES, 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:

Entry No. 437761 B: 1485 P: 0738
08/05/2021 11:29:19 AM FEE $74.00 Pages: 22
AGREEMENT For: VISIONARY HOMES, LLC
Chad Montgomery, Box Elder County Utah Recorder

SURVEYED DESCRIPTION FOR COMBINED TAX PARCEL NO's: 05-043-0071, -0086, -0068, -0056):

A PART OF THE NORTHWEST QUARTER OF SECTION 3, T 11 N, R 3 W, SLB&M described as follows:

Beginning at the Northeast Corner of Lot 26 of Archibald Estates Plat "J" and south line of the Duane C Kerr property at a point 1066.43 feet S 89°51'37" E along the Section Line (Basis of Bearing) and 358.03 feet S 00°08'23" W from the Northwest Corner of Section 3, Township 11 North, Range 3 West, S.L.B.&M. and RUNNING THENCE S 89°51'37" E 247.27 feet to the east line of the Northwest Quarter of the Northwest Quarter of said Section 3; thence S 00°40'38" W 1004.67 feet along said east line to a point 0.88 feet S 88°15'15" E from the northeast corner of Lot 13 of Archibald Estates Plat "G"; thence N 89°15'15" W 226.28 feet to the Northwest Corner of Lot 14 of said Plat "G"; thence the following nine courses along the easterly line of Archibald Estates Plat "J": (1) 73.77 feet along the arc of a 230.00 foot radius curve to the left with chord bearing N 29°32'41" W 73.46 feet; (2) 20.57 feet along the arc of a 170.00 foot radius curve to the right with chord bearing N 35°16'01" W 20.56 feet; (3) 21.34 feet along the arc of a 10.50 foot radius curve to the right with chord bearing N 26°25'27" E 17.85 feet; (4) N 84°38'55" E 9.62 feet; (5) N 00°40'38" E 537.75 feet; (6) N 02°35'41" W 134.15 feet; (7) N 00°40'38" E 74.00 feet (8) S 89°51'37" E 19.90 feet; (9) N 00°08'23" E 159.00 feet to the point of beginning.

Containing 5.91 acres and 27 lots.

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

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

WHEREAS, the City has approved the Final Plat for recording with the Recorder's Office of Box Elder County, Utah, which was submitted by the Developer subject to certain requirements and conditions, which involved the installation of and construction of utilities and other municipal improvements in connection with the Property; and

WHEREAS, Utah Code 10-9a-102 provides the City's general land use authority to adopt ordinances, resolutions, rules, and may enter into development agreements.

NOW, THEREFORE, in consideration of the promises of the Parties hereto and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, it is agreed as follows:

SECTION 1. GENERAL CONDITIONS

A. **Development Activities.** The terms of this Agreement shall govern all development activities of the Developer pertaining to the Property. For the purposes of this Agreement, "development activities" shall include, pursuant to Utah Code Annotated (hereinafter "UCA") § 10-9a-103(8), but be not limited to, the following: any change in the use of land that creates additional demand and needs for public facilities. Furthermore, for purposes of this agreement only, "development activities" shall also include the following: (1) the actual construction of improvements, (2) obtaining a permit therefore, or (3) any change in grade, contour, or appearance of the Property caused by, or on behalf of, the Developer with the intent to construct improvements thereon, none of which shall occur until execution of the Agreement and City approval of the Final Plat.

B. **Time Limitations for Improvements.** All water lines, sanitary sewer collection lines, storm sewer lines and facilities, streets, curbs, gutters, sidewalks, streetlights, and trails shall be installed as shown on the Final Plat, Construction Drawings and in full compliance with the standards and specification of the City, at the time of approval of the Final Plat, subject to a two (2) year time limitation from the date of approval of the Final Plat, which is in compliance with Title II, Chapter 2.05 of the Tremonton City Land Use and Development Code. In the event that the Developer commences or performs any construction pursuant hereto after the passage of two (2) years from the date of approval of the Final Plat, the Developer shall resubmit the Final Plat and documentation supporting a new guaranty bond to the City Engineer for reexamination. Pursuant to UCA § 10-9a-603, the City may then require the Developer to comply with the approved standards and specifications of the City at the time of resubmission.

After two (2) years from the date of approval of the Final Plat, if any development improvements have not been completed, the City, at its sole discretion, may use the guaranty bond money to complete development improvements.

C. **Culinary Water and Sewer Treatment Capacity.** The City, which includes the Tremonton City Culinary Water Authority and Tremonton City Sanitary Sewer Authority, does not reserve or warrant water capacity or sewer treatment capacity until the issuance of a building permit. Recording of the Final Plat, execution of this Agreement, and/or recording of any lot

within the Development does not constitute a reservation or warranty for water capacity and/or sewer treatment capacity

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

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

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

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

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

I. **Financial Responsibilities of Developer.** Except as otherwise herein specifically agreed, the Developer agrees to install and pay for all water, sanitary sewer, and storm drainage facilities and appurtenances, and all streets, curbs, gutters, sidewalks, trails, and other public improvements required by this Development as shown on the Final Plat, Construction Drawings and other approved documents pertaining to this Development on file with the City.

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

K. **Inspection by City Officials.** The installation of all utilities shown on the Final Plat and Construction Drawings shall be inspected by the Engineering Department and/or Public Works Department of the City and shall be subject to such department's approval. The Developer agrees to correct any deficiencies in such installations to meet the requirements of the plans and/or specifications applicable to such installation. In case of conflict, the Tremonton City Public Works Standards shall supersede the Final Plat and Construction Drawings, unless written exceptions have been made.

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

M. **Developer Compliance with EPA and other Regulations.** The Developer specifically represents that to the best of its knowledge, all property dedicated (both in fee simple and as easements) to the City associated with this Development (whether on or off-site) is in compliance with all environmental protection and anti-pollution laws, rules, regulations, orders or requirements, including solid waste requirements, as defined by the US Environmental Protection Agency Regulations at 40 CFR Part 261, and that such property as is dedicated to the City pursuant to this Development, is in compliance with all such requirements pertaining to the disposal or existence in or on such dedicated property of any hazardous substances, pollutants or contaminants, as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder. The Developer, for itself and its successor(s) in interest, does hereby indemnify and hold harmless the City from any liability whatsoever that may be imposed upon the City by any governmental authority or any third Party, pertaining to the disposal of hazardous substances, pollutants or contaminants, and cleanup necessitated by leaking underground storage tanks, excavation and/or backfill of hazardous substances, pollutants or contaminants, or environmental cleanup responsibilities of any nature whatsoever on, of, or related to any property dedicated to the City in connection with this Development, provided that such damages or liability are not caused by circumstances arising entirely after the date of acceptance by the City of the public improvements constructed on the dedicated property, except to the extent that such circumstances are the result of the acts or omissions of the Developer. Said indemnification shall not extend to claims, actions, or other liability arising as a result of any hazardous substance, pollutant, or contaminant generated or

deposited by the City, its agents or representatives, upon the property dedicated to the City in connection with this Development. The City agrees to give notice to the Developer that he must obtain a complete discharge of all City liability through such settlement. Failure of the City to give notice of any such claim to the Developer within ninety (90) days after the City of first receives a notice of such claim under the Utah Governmental Immunity Act for the same, shall cause this indemnity and hold harmless agreement by the Developer to not apply to such claim and such failure shall constitute a release of this indemnity and hold harmless agreement as to such claim.

N. **City Ownership Rights.** The Developer acknowledges and agrees that the City, as the owner of any adjacent property (the "City Property") on which off-site improvements may be constructed, or that may be damaged by the Developer's activities hereunder, expressly retains (and does not by this Development Agreement waive) its rights as the property owner. The City's rights as an owner may include without limitation those rights associated with the protection of the City Property from damage, and/or the enforcement of restrictions, limitations, and requirements associated with activities on the City Property by the Developer as an easement recipient.

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

SECTION 2. SPECIAL CONDITIONS

A. Development Processing/Application Fees. That the Developer pays the development application review fees contained in the City's Consolidated Fee Schedule as follows:
- Final Plat Fee. A fee of $1330.00, which is $250 plus $40.00 per lot.
- Construction Drawings. A fee of $2770.00, which is ½ of 1% of the estimated costs of the improvements.
- Street Signs at Intersections. A fee of $360.00

B. Dedication of Land for Secondary Water Pump Station. The Developer has agreed in consideration of the City eliminating the street stubbing into Parcel Number 05-043-0079, labeled as 800 North on the preliminary plat, to dedicate and/or deeding approximately 1,440 square feet along the Central Canal to Tremonton City for a secondary water pump station. The Developer's dedication and/or deeding of 1,440 square feet to Tremonton City shall be done without any additional consideration of cash, impact fee credits, and impact fee reimbursement and shall be free and clear of any encumbrances on the title. The approximately 1,440 square feet that the Developer shall dedicate or deed to Tremonton City shall be located as generally shown on Exhibit "D." The dedication of the 1,440 square feet to Tremonton City shall occur with the recording of Archibald Estates Plat "L" unless the City's need to take ownership of the 1,440

square feet occurs before the aforementioned Plat "L" is ready for recordation. In such a case, the Developer covenants to expeditiously cooperate with the City by deeding the land to the City, free and clear of any encumbrances on the title within two (2) weeks of the City providing a written request to have the 1,440 square feet deeded to Tremonton City. The deeding of land to Tremonton City shall be done without any land-use restrictions whatsoever. The City agrees to install a vinyl fence on the south and east sides of the 1,440 square feet to match the Developer's installed fencing for Archibald Estates Plat "L" after the City's construction of the pump station has been completed. The City also agrees to be responsible for any sidewalk improvements along 1000 North directly in front of the 1,440 square feet, which is estimated to be about thirty (30') in length.

C. Fee in Lieu Street Lights. That the Developer pays a fee in lieu in the amount of $1500.00 for one (1) street light before recording the plat. The Developer shall be responsible for installing the conduit for the street lights in accordance with Rocky Mountain Power's standards. It shall be the responsibility of the City to maintain the street lights after installation.

D. Fee in Lieu Chip Seal. That the Developer pays a fee in lieu in the amount of $8,410.50 for the chip sealing of all public street prior to recording the plat.

E. Bear River Water Canal Shares. In accordance with Section 2.06.105 of the Tremonton City Land Use Code, the Developer dedicates to Tremonton City 3.03 water shares in the Bear River Canal Company. At the time of the signing of this Agreement, the City acknowledges that the Developer has dedicated the required water shares.

F. Roll Back Taxes. In accordance with the Tremonton City Land Use Code 2.04.060 A 6, the Developer pays any rollback taxes prior to the recording of the plat.

G. Open Trench & UTOPIA. In accordance with Section 2.06.060 of the Tremonton City Land Use Code, the Developer shall give written notice to utility companies, including UTOPIA, a minimum of ten (10) days prior to the availability of access to open trenches. Tremonton City currently has the following individuals as UTOPIA representatives to coordinate the open trench:

Brian Kelsey
Outside Plant Design Manager
Office: (801) 613-3868 | Cell: (801)-792-1353
bkelsey@utopiafiber.com

Keith Perkins
Construction Manager
Office: (801) 613-3863 | Cell: (801) 330-5601
kperkins@utopiafiber.com

H. Irrigation Ditch, Bear River Canal Company, & Indemnification. The Developer covenants that they have talked with all the parties that have an interest in the irrigation ditch that is being abandon through the Development and that the Developer will provide an alternative means for property owners to receive their irrigation water and that these alternative means have been approved by the property owners. The Developer agrees to indemnify the City from any liability associated with the abandonment of the irrigation ditch through the Development and any claim from the Bear River Canal Company regarding the platting of this subdivision impeding their claim for an easement.

I. Amenities & Timeframe. In accordance with Section 1.16.095 of the Tremonton City Land Use Code the Edgewood Overlay Zone, the Development shall have the following amenities within the specified timeframe:

- Landscaping. That the Developer landscape each building lot, active adult community, and townhome community within the Development to generally coincide with the completion of the home and the issuance of a certificate of occupancy. During months of inclement weather, the developer/builder shall complete the landscaping within six (6) months of receiving a certificate of occupancy. The townhouse development shall be landscaped according to the Tremonton City Land Use Code requirements and the approved landscape plan associated with the Site Plan approval.

- Landscaping for detached housing will include lawn, irrigation systems to be compatible with secondary water, etc., and shall be installed in the front-yard, side-yards, and back-yards. The Developer shall install street trees in the park strip with an irrigation source in accordance with Public Tree Ordinance (Chapter 8-700) of the Tremonton City Revised Ordinances.

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 Final Plat and the Agreement.** The Developer shall, pursuant to the terms of this Agreement, complete all improvements and perform all other obligations required herein, for such improvements or obligations that may be shown on the Final Plat and Construction Drawings, or required within this Agreement or any document executed in the future that are required by the City for amending the Development's Final Plat, Construction Drawings, or this Agreement.

In addition to the other remedies contained within this Agreement for the Developer's non-compliance or default with the obligations required herein, the Parties agree that the City may delay the processing of any future land use applications, land use decisions, and/or land use permits submitted to the City for projects in which the Developer may have an ownership interest until the Developer non-compliance or default has been cured. The Developer acknowledges and agrees to waive any time constraints applicable in Utah Code, with which the City would otherwise be required to comply for the processing of land use applications, land use decisions, and land use permits for the Developer's non-compliance or default. Any future land

use applications, land use decisions, and/or land use permits may include, but are not limited to, preliminary plats, final plats, site plans, building permits, certificates of occupancy, sign permits, zoning, rezoning, and annexations within the Development or outside of the boundaries of the Development, for which Tremonton City is Land Use Authority. An ownership interest in a future land use application, land use decisions, and/or land use permit includes, the Developer, Developer's spouse, and/or Developer's minor children ownership as an individual or a member of a corporation with assets that are the subject to the future land use application. If the City suspects that the Developer may have ownership in the future land use application, it is the Developer's burden to prove the contrary.. The City may also place liens on vacant lots still owned by the Developer as it deems necessary to ensure performance in accordance with the terms of the Agreement.

F. **No Waiver of Regulation(s)**. Nothing herein contained shall be construed as a waiver of any requirements of the City Code or the Utah Code Annotated, in its current form as of the date of approval of the Final Plat, and the Developer agrees to comply with all requirements of the same.

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

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

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

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

K. **Irrigation Ditch, Bear River Canal Company, & Indemnification.** The Developer covenants that they have talked with all the parties that have an interest in the irrigation ditch that is being abandon through the Development and that the Developer will provide an alternative means for property owners to receive their irrigation water and that these alternative means have been approved by the property owners. The Developer agrees to indemnify the City from any liability associated with the abandonment of the irrigation ditch through the Development and any claim from the Bear River Canal Company regarding the platting of this subdivision impeding their claim for an easement.

L. **Default and Mediation.** Each and every term of this Agreement shall be deemed to be a material element hereof. In the event that either Party shall fail to perform according to the terms of this Agreement, such Party may be declared in default. In the event that a Party has been declared in default hereof, such defaulting Party shall be given written notice specifying such default and shall be allowed a period of ten (10) days within which to cure said default. In the event the default remains uncorrected, the Party declaring default may elect to: (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance or; (c) avail itself of any other remedy at law or equity.

In the event of the default of any of the provisions hereof by either Party, which shall give rise to commencement of legal or equitable action against said defaulting Party, the Parties hereby agree to submit to non-binding mediation before the commencement of an action in any Court of law. In any such event, the defaulting Party shall be liable to the non-defaulting Party for the non-defaulting Party's reasonable attorney's fees and costs incurred by reason of the default. Nothing herein shall be construed to prevent or interfere with the City's rights and remedies specified in Paragraph III.D of this Agreement.

M. **No Third-Party Beneficiaries**. Except as may be otherwise expressly provided herein, this Agreement shall not be construed as or deemed to be an agreement for the benefit of any third Party or Parties, and no third Party or Parties shall have any right of action hereunder for any cause whatsoever.

N. **Applicable Laws.** It is expressly understood and agreed by and between the Parties hereto that this Agreement shall be governed by and its terms construed under the laws of the State of Utah and the City of Tremonton, Utah.

O. **Notice.** Any notice or other communication given by any Party hereto to any other Party relating to this Agreement shall be hand-delivered or sent by certified mail, return receipt requested, addressed to such other Party at their respective addresses as set forth below; and such notice or other communication shall be deemed given when so hand-delivered or three (3) days after so mailed:

If to the City: Tremonton City
102 S. Tremont Street
Tremonton, UT 84337

With a copy to: Daines & Jenkins, LLP
108 North Main Street
Logan, UT 84321

If to the Developer: Visionary Homes
50 East 2500 North
North Logan, Utah 84341

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

P. **Word Meanings.** When used in this Agreement, words of the masculine gender shall include the feminine and neutral gender, and when the sentence so indicates, words of the neutral gender shall refer to any gender; and words in the singular shall include the plural and vice versa. This Agreement shall be construed according to its fair meaning and as if prepared by all Parties hereto, and shall be deemed to be and contain the entire understanding and agreement between the Parties hereto pertaining to the matters addressed in this Agreement.

Q. **Complete Agreement.** There shall be deemed to be no other terms, conditions, promises, understandings, statements, representations, expressed or implied, concerning this Agreement, unless set forth in writing signed by all of the Parties hereto. Further, paragraph headings used herein are for convenience of reference and shall in no way define, limit, or prescribe the scope or intent of any provision under this Agreement.

R. **Property Owner as Party.** The Owner is made a Party to this Agreement solely for the purpose of subjecting the Property to the covenants contained in this Agreement. The City and the Developer expressly acknowledge and agree that the Owner shall not be liable for any obligations of the Developer under this Agreement, unless the Owner were to exercise any of the rights of the Developer in which event the obligations of the Developer shall become those of the Owner.

Developer expressly acknowledges and agrees that the Owner shall not be liable for any obligations of the Developer under this Agreement, unless the Owner were to exercise any of the rights of the Developer in which event the obligations of the Developer shall become those of the Owner.

S. **Greenbelt Taxes.** Pursuant to Utah Code Annotated § 10-9a-603(3), The City shall require payment of all Greenbelt Taxes, if applicable, prior to Recordation of the Final Plat.

T. **Recording.** The City and Developer/Owner are authorized to record or file any notices or instruments with the Box Elder County Recorder's Office appropriate to assuring the perpetual enforceability of the Agreement, and the Developer/Owner agrees to execute any such instruments upon reasonable request.

U. **"Arms Length" Transaction.** The Parties hereto expressly disclaim and disavow any partnership, joint venture or fiduciary status, or relationship between them and expressly affirm that they have entered into this Agreement as independent Parties and that the same is in all respects an "arms-length" transaction.

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

W. **Incorporation of Recitals and Exhibits.** The above recitals and all exhibits attached hereto are incorporated herein by this reference and expressly made a part of this Agreement.

X. **Preparation of Agreement.** The Parties hereto acknowledge that they have both participated in the preparation of this Agreement and, if any question arises regarding its interpretation, no presumption shall be drawn in favor of or against any Party hereto with respect to the drafting hereof.

Y. **Amendments.** This Agreement may be amended at any time upon unanimous agreement of the Parties hereto, which amendment(s) must be reduced to writing and signed by all Parties in order to become effective.

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

Approved for use by Tremonton City Council Resolution No.20-42

THE CITY OF TREMONTON, UTAH

By: _____
Mayor, Tremonton City

ATTEST:

_____
City Recorder

APPROVED AS TO CONTENT:

_____
City Engineer

APPROVED AS TO FORM:

_____
City Attorney

DEVELOPER:

By: _____

Print Name: Dallas Nicoll

OWNER:

By: _____

Print Name: Dallas Nicoll

Developer/Owner Acknowledgment:

State of Utah)
§
County of Cache)

On this 4 day of June, in the year 2021, before me Dallas Nicoll Kaye Lucherini a notary public, personally appeared Dallas Nicoll, 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

KAYE LUCHERINI
NOTARY PUBLIC -STATE OF UTAH
My Comm. Exp 05/15/2022
Commission # 700371

Approved for use by Tremonton City Council Resolution No.20-42

Tremonton City Acknowledgement:

State of Utah)
§
County of Box Elder)

On this 9 day of June, in the year 2021, 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.

Notary Public

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

EXHIBIT "A"

CONSTRUCTION/IMPROVEMENT GUARANTEE:

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

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

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

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

MAINTENANCE GUARANTEE:

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

REPAIR GUARANTEE:

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

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

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

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

Approved for use by Tremonton City Council Resolution No.20-42

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

Approved for use by Tremonton City Council Resolution No.20-42

JONES & ASSOCIATES
Consulting Engineers

Initial Escrow Estimate

April 28, 2021

Mr. Steve Bench
Tremonton City
102 South Tremont Street
Tremonton, Utah 84337

RE: **Archibald Estates - Plat K**

Steve,

I have completed a review of the cost estimate for the above referenced subdivision and have included my breakdown of the costs in the attached spreadsheet. The costs and amounts generally followed the Bid from Non-Typical Excavation, however I added $2,000 for redline Construction Plan submittal. The recommended escrow amounts are as follows.

Description	Estimated Cost of Improvements	Previous Amount Released	*Work Completed this Period*	Current Amount Req'd in Escrow
Culinary Water System	$84,959.33	$0.00	*$0.00*	$84,959.33
Sanitary Sewer System	$134,975.50	$0.00	*$0.00*	$134,975.50
Storm Drain System	$11,960.70	$0.00	*$0.00*	$11,960.70
Irrigation System	$73,497.01	$0.00	*$0.00*	$73,497.01
Landscaping	$0.00	$0.00	*$0.00*	$0.00
Streets	$148,489.08	$0.00	*$0.00*	$148,489.08
Sidewalk	$43,164.80	$0.00	*$0.00*	$43,164.80
Miscellaneous Items	$6,714.46	$0.00	*$0.00*	$6,714.46
10% Contingency	$50,376.09	$0.00	*$0.00*	$50,376.09
Totals	$554,136.97	$0.00	*$0.00*	$554,136.97

Prepaid Items	
Chip Seal and Fog Coat ($2.25/sy)	$8,410.50
Street Lights ($1,500/ea)	$1,500.00
Totals	$9,910.50

Sincerely,

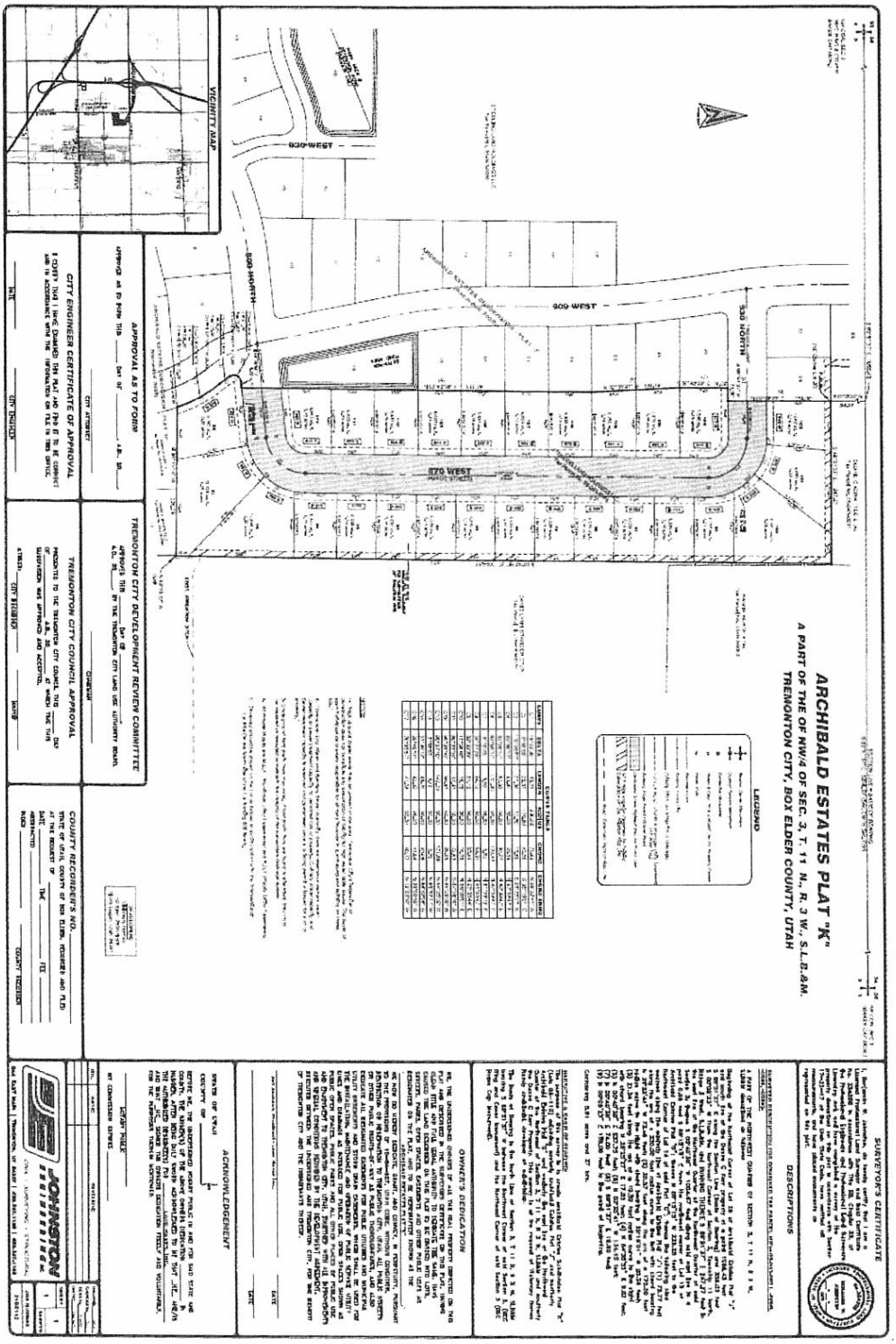
Chris Breinholt, P.E.
Jones & Associates Engineering

1716 East 5600 South • South Ogden, Utah 84403 • (801) 476-9767 • Fax 476-9768

Approved for use by Tremonton City Council Resolution No.20-42

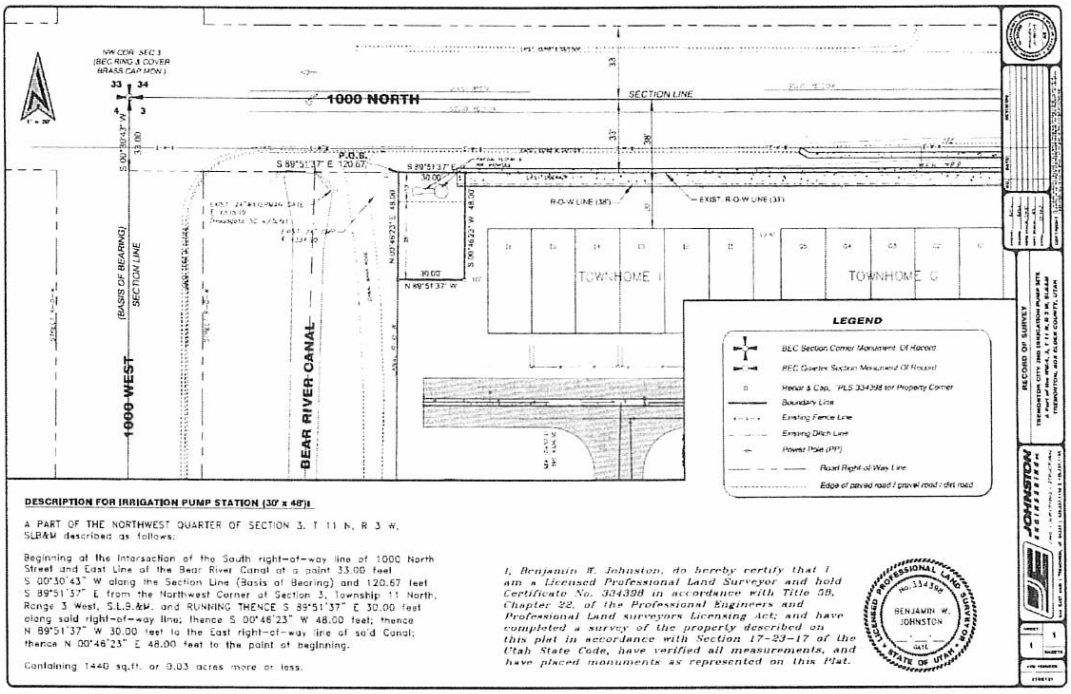
EXHIBIT "C" PLAT MAP

Approved for use by Tremonton City Council Resolution No.20-42



Approved for use by Tremonton City Council Resolution No.20-42

EXHIBIT "D" SECONDARY WATER PUMP STATION SITE



RESOLUTION NO. 21-33

A RESOLUTION OF TREMONTON CITY CORPORATION RATIFYING AN AMENDMENT TO THE COOPERATIVE AGREEMENT FOR CONSOLIDATED DISPATCH SERVICES IN BOX ELDER COUNTY

WHEREAS, Box Elder County, Brigham City, Box Elder Central Fire District, Corinne City, Fielding City, Garland City, Mantua City, Perry City, Plymouth City, Portage City, Snowville City, Tremonton City, Willard City, and Utah Department of Public Safety (hereafter referred to as "Participating Entities") have in the past entered into a Cooperative Agreement for Consolidated Dispatch Services within Box Elder County; and

WHEREAS, Consolidated Dispatch Services answer phone calls from the public regarding emergencies within Box Elder County without regard to territorial boundaries, and thereafter dispatch out public safety personnel to address the emergency; and

WHEREAS, the Consolidated Dispatch Services benefits the Participating Entities through efficient operations and coordinated communication for public safety incidents; and

WHEREAS, a legislative audit was performed on the Consolidated Dispatch Services with one of the findings of the audit being the lack of a formula used in determining fees described in the Cooperative Agreement; and

WHEREAS, in response to the finding, the Department of Public Safety proposed an amendment to the Cooperative Agreement to include the formula used to determine fees to the Participating Entities if necessary; and

WHEREAS, City staff has been informed that the Consolidated Dispatch Services in Box Elder County does not require any payment of fees from the City for this current fiscal year (FY 2022); and

WHEREAS, the Cooperative Agreement will be expiring on June 30, 2022, which is the end of the current fiscal year, with a new agreement being proposed for the City Council's consideration in FY 2023; and

WHEREAS, since there is no fiscal impact to Tremonton City associated with the Amendment to a Cooperative Agreement, City staff recommended and the Mayor and City Attorney have signed the Amendment to the Cooperative Agreement to comply with the legislative audit and for the City to continue to receive dispatch services; and

WHEREAS, City staff is recommending that the City Council ratify the signed Amendment to the Cooperative Agreement.

NOW THEREFORE BE IT RESOLVED by the Tremonton City Council that the Mayor's signature to the Amendment to the Cooperative Agreement for Consolidated Dispatch Services, as attached in Exhibit "A," is ratified.

Adopted and passed by the governing body of Tremonton City Corporation this 17th day of August 2021.

TREMONTON CITY
A Utah Municipal Corporation

By _____
Roger Fridal, Mayor

ATTEST:

By _____
Linsey Nessen, City Recorder

EXHIBIT “A”

AMENDMENT TO COOPERATIVE AGREEMENT

This Amendment to the Cooperative Agreement (this "Amendment") is made and entered into this 1st day of July, 2021 by and among Box Elder County, Brigham City City, Box Elder Central Fire District, Corinne City, Fielding City, Garland City, Mantua City, Perry City, Plymouth City, Portage City, Snowville City, Tremonton City, Willard City and the Utah Department of Public Safety, Communications Bureau ("DPS"). These entities are sometimes referred to collectively as the "Parties" and either may be referred to individually as a "Party," all as governed by the context in which such words are used.

RECITALS

The Parties entered into the Cooperative Agreement ("Agreement") dated July 1, 2017 pursuant to the Interlocal Cooperation Act, Title 11, Charter 13 of the Utah Code, for the purpose of consolidating dispatch service within Box Elder County; and

The Parties desire to clarify the formula in determining cost allocation to Box Elder County and DPS for the dispatch and communication services provided by the Box Elder Communications Center.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereafter set forth, the mutual benefits to the Parties to be derived from this Amendment, and for other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, it is hereby agreed as follows:

1. Paragraph 18 of the Agreement will be replaced in its entirety with the paragraph below.

18. Fees for Dispatch Services. The cost allocation formula described in Exhibit A to this Addendum will be used to determine the fees for the services provided by the Box Elder Communications Center. At the time of the adoption of the budget, any allocation of costs over and beyond the fees for services will be agreed upon and the administrator of the Box Elder Communications Center will provide in writing the amount to the governing body of each member local entity.

2. With the exception of replacing paragraph 18, the Agreement shall remain in full force and effect. In the event of any inconsistency between the Agreement and the Amendment, the provisions of this Amendment shall supersede and control the provisions of the Agreement.

3. Each person signing this Amendment warrants that the person has full legal capacity, power, and authority to execute this Amendment for and on behalf of the respective Party and to bind such Party.

4. The Parties agree to take any and all actions reasonably necessary to effect the purposes of this Amendment and the Agreement.

5. This Amendment may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures were upon the same instrument.

IN WITNESS WHEREOF, the Parties have subscribed their names on the date set below.

UTAH DEPARTMENT OF PUBLIC SAFETY

By: _____
Jess L. Anderson
Commissioner
Date: _____

Reviewed as to Proper Form and Compliance with Applicable Law:

By: _____
Title: _____
Date: _____

BOX EDLER COUNTY

By: _____
Title: _____
Date: _____

Approved as to Proper Form and Compliance with Applicable Law:

By: _____
Title: _____
Date: _____

BRIGHAM CITY

By:_____
Title: _____
Date: _____

Approved as to Proper Form and Compliance
with Applicable Law:

By: _____
Title: _____
Date: _____

BOX ELDER CENTRAL FIRE DISTRICT

By:_____
Title: _____
Date: _____

Approved as to Proper Form and Compliance
with Applicable Law:

By: _____
Title: _____
Date: _____

CORINNE CITY

By:_____
Title: _____
Date: _____

Approved as to Proper Form and Compliance
with Applicable Law:

By: _____
Title: _____
Date: _____

FIELDING CITY

By:_____
Title: _____
Date: _____

Approved as to Proper Form and Compliance
with Applicable Law:

By: _____
Title: _____
Date: _____

GARLAND CITY

By:_____
Title: _____
Date: _____

Approved as to Proper Form and Compliance
with Applicable Law:

By: _____
Title: _____
Date: _____

MANTUA CITY

By:_____
Title: _____
Date: _____

Approved as to Proper Form and Compliance
with Applicable Law:

By: _____
Title: _____
Date: _____

PERRY CITY

By:_____
Title: _____
Date: _____

Approved as to Proper Form and Compliance
with Applicable Law:

By: _____
Title: _____
Date: _____

PLYMOUTH CITY

By:_____
Title: _____
Date: _____

Approved as to Proper Form and Compliance
with Applicable Law:

By: _____
Title: _____
Date: _____

PORTAGE CITY

By:_____
Title: _____
Date: _____

Approved as to Proper Form and Compliance
with Applicable Law:

By: _____
Title: _____
Date: _____

SNOWVILLE CITY

By:_____
Title: _____
Date: _____

Approved as to Proper Form and Compliance
with Applicable Law:

By: _____
Title: _____
Date: _____

TREMONTON CITY

By:_____
Title: _____
Date: _____

Approved as to Proper Form and Compliance
with Applicable Law:

By: _____
Title: _____
Date: _____

WILLARD CITY

By:_____
Title: _____
Date: _____

Approved as to Proper Form and Compliance
with Applicable Law:

By: _____
Title: _____
Date: _____

EXHIBIT A

DPS Box Elder Communications Center
Cost Allocation Formula

The current base split is a 66/34 based upon the approved budget for the 2021 fiscal year. The Utah Department of Public Safety's (DPS) share is 34% and Box Elder County's share is 66%. DPS and Box Elder County will divide personnel (salaries/benefits) increases at 60/40 split. DPS is responsible for 60% of the increase and Box Elder is responsible for the remaining 40% of the increase. Budgetary (operational) increases will be divided at 69/31 as agreed upon based on the workload formula. Box Elder is responsible for 69% of the increase and DPS is responsible for 31% of the budgetary cost increases with an Agency Usage Formula based on prior year's statistics.

The workload formula is calculated by adding (Calls for Service (includes Traffic Stops) and Radio Logs) together to get a total amount of workload for the dispatch center. The workload totals are then broken out by agency to calculate their percentage of use for the increased budgetary amount.

UTAH DEPARTMENT OF PUBLIC SAFETY
BOX ELDER COMMUNICATIONS CENTER - UNIT 1542
PROPOSED BUDGET FY2021

EXPENSES	**FY2020**	**FY2021**	
SALARIES/BENEFITS (15 FTE'S)	$1,239,500.00	$1,239,500.00	
TRAVEL AND TRAINING	$7,000.00	$7,000.00	
CURRENT EXPENSE	$35,000.00	$35,000.00	
DATA PROCESSING	$35,000.00	$35,000.00	
	$1,316,500.00	**$1,316,500.00**	

REVENUES			
UTAH DEPT. OF PUBLIC SAFETY	$454,686.00	$454,686.00	34%
BOX ELDER COUNTY	$588,559.00	$588,559.00	45%
DPS BECC 9-1-1 FUNDS	$273,255.00	$273,255.00	21%
	$1,316,500.00	**$1,316,500.00**	100%

STATE DPS/SHARE	$454,686.00
COUNTIES/CITIES SHARE	$588,559.00
DPS BEEC 9-1-1 FUNDS	$273,255.00
	$1,316,500.00

Due to COVID-19 State Budget COLA of 3% & Pay Play Was Cut

Captain Travis Trotta, Communications Director — 6/3/20 Date

Commissioner Jeff Hadfield, Box Elder County — 6-3-20 Date

Mayor Tyler Vincent, Brigham City — 5/26/2020 Date

TREMONTON CITY

CITY COUNCIL MEETING

AUGUST 17, 2021

TITLE:	Discussion and consideration of adopting Resolution No. 21-34 approving the City's proposed tax rates (property tax increase) for the 2021 tax year
FISCAL IMPACT:	The Box Elder County Auditor's Certified Tax Rate of 0.002279 for Tax Year 2021 would have generated $1,715,627 the City's Proposed Tax Rate will generate $1,918,000 in property tax, which is an increase of $202,373
PRESENTER:	Shawn Warnke, City Manager

What, When, & Why: In June of 2021, the Box Elder County Auditor provided the Tremonton City Council with a Certified Tax Rate. The Tremonton City Council notified the Box Elder County Auditor in June of 2021 of its intent to consider adoption of a Proposed Tax Rate above the Certified Tax Rate, used to balance the Tentative Tremonton City Annual Implementation Budget 2021-2022. The Box Elder County Auditor's Certified Tax Rate of 0.002279 for Tax Year 2021 would have generated $1,715,627 in property tax, and the Tentative Tremonton City Annual Implementation Budget 2021-2022 requires $1,918,000 in property tax, which is an increase of $202,373.

The City has followed the requirements of Utah Code to increase the Box Elder County Auditor's Certified Tax Rate, which provides public notices and a public hearing before the City's Proposed Tax Rate (property tax increase) can be enacted. More specifically, the City followed the procedural process by providing public notices for a public hearing and conducted a public hearing held on August 3, 2021. At this public hearing, the City announced that it would make a final decision on adopting the Proposed Tax Rate that would increase property tax at the August 17, 2021, City Council meeting.

Attachments: Draft Resolution

RESOLUTION NO. 21-34

A RESOLUTION OF TREMONTON CITY CORPORATION ADOPTING THE CITY'S PROPOSED TAX RATES (A PROPERTY TAX INCREASE) FOR THE 2021 TAX YEAR

WHEREAS, in June of 2021, the Box Elder County Auditor provided the Tremonton City Council with a Certified Tax Rate; and

WHEREAS, the Tremonton City Council notified the Box Elder County Auditor in June of 2021 of its intent to consider adoption of a Proposed Tax Rate above the Certified Tax Rate, used to balance the Tentative Tremonton City Annual Implementation Budget 2021-2022; and

WHEREAS, more specifically on June 15, 2021, the Tremonton City Council adopted a Resolution No. 21-25 approving a Tentative Tremonton City Annual Implementation Budget 2021-2022 that proposed a General Fund transfer of $263,200 to the Fire Department Fund, associated with the increased staffing required to respond to the growing number of emergency calls; and

WHEREAS, the Box Elder County Auditor's Certified Tax Rate of 0.002279 for Tax Year 2021 would have generated $1,715,627 in property tax, and the Tentative Tremonton City Annual Implementation Budget 2021-2022 requires $1,918,000 in property tax, which is an increase of $202,373; and

WHEREAS, as allowed by Utah Code 59-2-919 (4), the City may increase the Box Elder County Auditor's Certified Tax Rate when the City follows a procedural process contained in Utah Code that is commonly called Truth in Taxation, which provides public notices and a public hearing before the City's Proposed Tax Rate (property tax increase) can be enacted; and

WHEREAS, in coordination with the Box Elder County Auditor, Tremonton City followed the procedural process by providing public notices for a public hearing and conducted a public hearing held on August 3, 2021; and

WHEREAS, at the public hearing, in accordance with Utah Code 59-2-919 8 (b)(i)(B), the Mayor and Tremonton City Council gave all interested parties desiring to be heard an opportunity to present oral testimony: 1) within reasonable time limits; and 2) without unreasonable restriction on the number of individuals allowed to make a public comment; and

WHEREAS, at the public hearing, under Utah Code 59-2-919 (9), the Mayor and City Council announced that the City Council would make a final decision on adopting the Proposed Tax Rate that would increase property tax on August 17, 2021, at 7:00 p.m. at the Tremonton City Offices, in the City Council Chambers located at 102 S. Tremont Street; and

WHEREAS, the Tremonton City Council has considered all written and oral statements made at the public hearing objecting to or supporting the City's plan to increase taxes.

NOW THEREFORE BE IT RESOLVED that the Tremonton City Council does hereby approve the Proposed Tax Rates (a property tax increase) of 0.000066 for the Library and 0.002482 for General Operations with a total Tax Rate of 0.002548 for the 2021 tax year and authorizes the

Mayor to sign the Form PT-693 as contained in Exhibit "A" and the Form PT-800 as contained in Exhibit "B."

PASSED AND ADOPTED by the Tremonton City Council on this the 17th day of August 2021. To become effective upon passage.

TREMONTON CITY CORPORATION
A Utah Municipal Corporation

By _____
Roger Fridal, Mayor

ATTEST:

_____
Linsey Nessen, City Recorder

EXHIBIT “A”

Utah State Tax Commission - Property Tax Division Tax Rate Summary (693) ENTITY: 3150 TREMONTON CITY	Form PT-693 Rev. 2/15

BOX ELDER COUNTY **Tax Year: 2021**

The Board of Trustees for the above special district has set the current year's tax rates as follows:

Purpose of Tax Rate (Code from Utah Code Annotated)	Auditor's Tax Rate	Proposed Tax Rate	Maximum By Law	Budgeted Revenue
10 General Operations §10-6-133	0.002213	0.002482	.007	1,868,445
30 Library §9-7-401 & 501	0.000066	0.000066	0.001	49,685
Total Tax Rate	**0.002279**	**0.002548**	**Total Revenue**	**$1,918,130**

EXHIBIT “B”

TREMONTON CITY

CITY COUNCIL MEETING

AUGUST 17, 2021

TITLE:	Discussion and consideration of adopting Resolution No. 21-35 providing a written objection, consistent with Utah Code 10-2-402 (5) (a)-(b), regarding a concept plan for the King & Hancock Trucking complex located at 12270 Canal Bank Road in unincorporated Box Elder County
FISCAL IMPACT:	To be determined in the future with an engineer's estimate of the requested road improvements to Canal Bank Road
PRESENTER:	Shawn Warnke, City Manager

What, When, & Why: The Canal Bank Road, a frontage road, is owned by the Utah Department of Transportation ("UDOT") with a portion of this road located within the incorporated limits of Tremonton City. UDOT requires that cities be responsible for maintaining frontage roads.

Box Elder County has received a concept plan for the King & Hancock Trucking complex located on Canal Bank Road. The location of the King & Hancock Trucking complex is outside of the City's incorporated limits but within the City declared annexation area. Utah Code 10-2-402 (5) (a)-(b) requires that Box Elder County Community Development Department notify Tremonton City of the concept plan for the King & Hancock Trucking complex.

The Tremonton City's Engineer and Public Works Director have done a visual inspection of Canal Bank Road. Based upon the anticipated volumes and weight of trucks associated with the King & Hancock Trucking complex, the City is concerned that the existing road width and road section (strength of asphalt, base, and subbase) of Canal Bank Road is not sufficient to accommodate truck traffic volumes and the truck traffic stopping at the intersection of Canal Bank Road and 1000 West. More specifically, the City is concerned that the truck traffic impacts of the King & Hancock Trucking complex will deteriorate and destroy Canal Bank Road. To verify the current strength of the Canal Bank Road the City has engaged a licensed professional engineer to provide geotechnical engineering services.

Based upon the findings of the geotechnical analysis, this Resolution requests that the County Land Use Authority exact improvements that are roughly proportionate to the King & Hancock Trucking complex's impact on Canal Bank Road consistent with UCA 17-27a-507 (exact laws) and case law determined by the courts in BAM Dev., LLC v. Salt Lake City (case law the verifies that the County can exact improvements on behalf of other governmental entities).

RESOLUTION NO. 21-35

A RESOLUTION OF TREMONTON CITY CORPORATION PROVIDING A WRITTEN OBJECTION, CONSISTENT WITH UTAH CODE 10-2-402(5)(a)-(b), REGARDING A CONCEPT PLAN FOR THE KING & HANCOCK TRUCKING COMPLEX LOCATED AT 12270 CANAL BANK ROAD IN UNINCORPORATED BOX ELDER COUNTY

RECITALS

WHEREAS, Canal Bank Road, a frontage road, is owned by the Utah Department of Transportation ("UDOT") with a portion of this road located within the incorporated limits of Tremonton City; and

WHEREAS, UDOT requires that cities be responsible for certain facilities owned by UDOT, which include curbs, gutters, and sidewalks along state roads and frontage roads; and

WHEREAS, consistent with Utah Code 10-2-402 (5) (a)-(b) the Box Elder County Community Development Department has notified Tremonton City of a concept plan for the King & Hancock Trucking complex (see Exhibit "A"), which is located on Canal Bank Road and is within the Tremonton City declared annexation area; and

WHEREAS, Tremonton City's Engineer and Public Works Director have done a visual inspection of Canal Bank Road and based upon the anticipated volumes and weight of trucks associated with the King & Hancock Trucking complex, the City is concerned that the truck traffic volumes and the truck traffic stopping at the intersection of Canal Bank Road and 1000 West will deteriorate and destroy the road; and

WHEREAS, based upon the City's concern that the truck traffic will deteriorate and destroy Canal Bank Road, Tremonton City has engaged a licensed professional engineer to provide geotechnical engineering services to evaluate further the current condition and road section (strength of asphalt, base, and subbase) of Canal Bank Road by performing the following work:

1. Advance five (5) to approximately ten (10) feet below existing site grade on either shoulder of the existing road to assess the pavement and underlying soils, and document depth of groundwater, if present, and retrieve samples.
2. Perform laboratory testing and engineering analyses of the roadway soils and new pavement section.
3. Provide a letter report of findings and recommendations for the existing soils and laboratory testing and engineering analyses for a pavement section.

WHEREAS, based upon professionally licensed engineer's findings and recommendations of the existing soils and road section, Tremonton City will likely be requesting that Box Elder County's Land Use Authority exact improvements that are roughly proportionate, consistent with UCA 17-27a-507, to truck traffic associated with the King & Hancock Trucking's complex impact on Canal Bank Road which may include, but are not limited to, having the

developer reconstructing Canal Bank Road (asphalt, base, and subbase) to meet the specifications of the engineer's findings; and

WHEREAS, additionally, the City Engineer has found that the current pavement width at the 1000 North and Canal Bank Road intersection is inadequate to accommodate the anticipated trucks' turning movements associated with the King & Hancock Trucking complex at the said intersection; and

WHEREAS, since the current pavement width at the 1000 North and Canal Bank Road intersection is inadequate to accommodate trucks' turning movements, Tremonton City requests that the Box Elder County's Land Use Authority exacts improvements, including, but not limited to, the developer of the King & Hancock Trucking constructing adequate pavement widths at the said intersection; and

WHEREAS, consistent with the case law determined by the courts in *BAM Dev., LLC v. Salt Lake City*., 282 P.3d 41, 47 (Utah 2012) wherein Salt Lake County imposed an exaction requirement on a developer to expand a state-owned and state-funded roadway, the court concluded that, "[b]ecause the County's purpose for imposing the exaction was to alleviate the development's impact on a state-funded road, the state's costs of improving that road are a proper measure of the development's impact."; and

WHEREAS, the court further noted in the analysis of the *BAM Dev., LLC v. Salt Lake City* case that the practical realities of land use and road planning necessitate an interactive, ongoing relationship between the County and UDOT, and that the County granting development permits and has the authority to impose exactions and is thus in a unique position to act as an intermediary—a sort of regulatory clearinghouse—between developers and a wide range of other government entities (such as UDOT) that bear the costs imposed by development.

NOW THEREFORE BE IT RESOLVED that the Tremonton City Council is respectfully providing the Box Elder County Commission and Box Elder County Planning Commission (the Land Use Authority) a written objection consistent with Utah Code 10-2-402 (5) (a)-(b), regarding a concept plan for the King & Hancock Trucking Development located at 12270 Canal Bank Road in unincorporated Box Elder County. The Tremonton City Council respectfully requests that the Box Elder County Land Use Authority exact improvements, consistent with UCA 17-27a-507, that are roughly proportionate with King & Hancock Trucking's impact on Canal Bank Road detailed in the Recitals above and below with the issuance of any development permit.

1. **Reconstruction of Canal Bank Road.** Based upon professionally licensed engineer's findings and recommendations of the existing soils and road section of Canal Bank Road, Tremonton City will likely be requesting that Box Elder County's Land Use Authority exact improvements to the road, which may include, but is not limited to, having the developer reconstruct Canal Bank Road (asphalt, base, and subbase) to meet the specifications of the engineer's findings. The City Council anticipates that the licensed engineer will complete the geotechnical analysis around the beginning of September 2021, at which time the City will

forward this analysis to the Box Elder County Land Use Authority, which will be made Exhibit "B" of this Resolution.

2. **Intersection Improvements at 1000 North and Canal Bank Road.** The City Engineer has found that the current pavement width at the 1000 North and Canal Bank Road intersection is inadequate to accommodate the anticipated King & Hancock Trucking's turning movements at the said intersection. Tremonton City requests that the Box Elder County's Land Use Authority exact improvements, including requiring the developer of the King & Hancock Trucking to construct pavement widths at the said intersection consistent with the detail in Exhibit "C."

LASTLY BE IT RESOLVED, that the Tremonton City Council expresses its gratitude and appreciation to the Box Elder County Commission, Planning Commission, and Community Development Staff on coordinating land use and acting as an intermediary between developers and other government entities on development issues.

PASSED AND ADOPTED by the Tremonton City Council on this the 17th day of August 2021. To become effective upon passage.

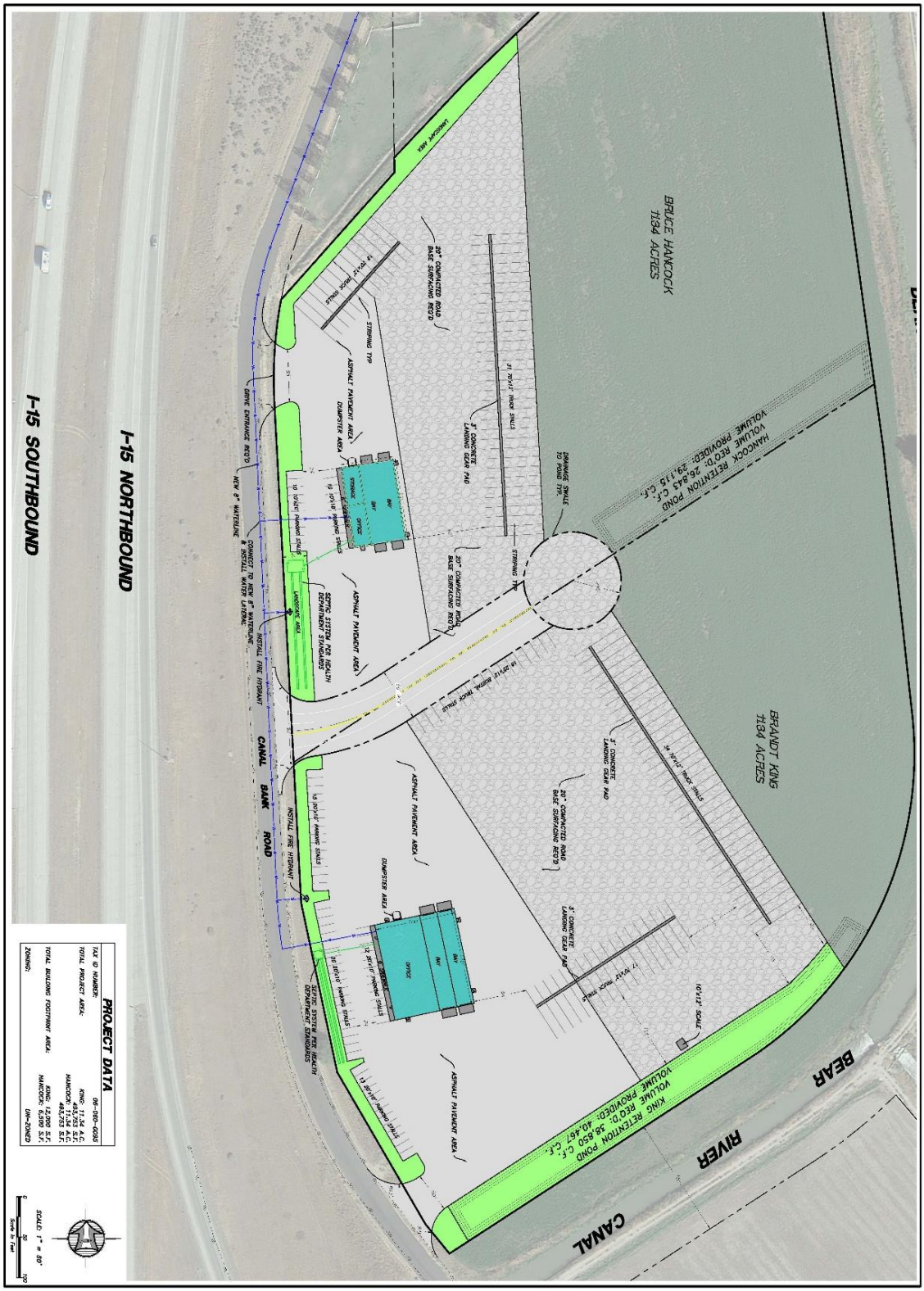
TREMONTON CITY CORPORATION
A Utah Municipal Corporation

By _____
Roger Fridal, Mayor

ATTEST:

_____
Linsey Nessen, City Recorder

EXHIBIT "A"



OVERALL CONCEPT FOR
KING & HANCOCK TRUCKING
12270 CANAL BANK ROAD (FRONTAGE ROAD)
BOX ELDER COUNTY
A Part of the South Half of Section 33
Township 12 North, Range 3 West, S.L.B.&M.

Drawn By: MBJ/BHC Date: 07/16/21
Designed By:
Checked By:
Approved By:
Scale: 1" = **
Drawing File: 21-5-41&41 V19 rvr
JOB NUMBER: 21-5-40&41

HANSEN & ASSOCIATES, INC.
Consulting Engineers and Land Surveyors
538 North Main Street, Brigham, Utah 84302
Visit us at www.haies.net
Brigham City (435) 723-3491 Ogden (801) 399-4405 Logan (435) 753-8279
Copyrighted, HAI All Rights Reserved

Sheet 1 of 1 Sheets

No.	Date	By	Revision

EXHIBIT “B”

The City Council anticipates that the licensed engineer will complete the geotechnical analysis around the beginning of September 2021, at which time the City will include in this Resolution.

EXHIBIT “C”

TREMONTON CITY
CITY COUNCIL MEETING
AUGUST 17, 2021

TITLE:	Discussion and consideration of approving a Special Event Permit for a Bear River Valley Pumpkin Walk, a Community Event at Shuman Park on October 8 & 9, 2021
FISCAL IMPACT:	
PRESENTER:	Marc Christensen, Community Services Director

BACKGROUND:

Who & What: The GFWC Women's Civic League submitted an application on August 2, 2021 to be considered for approval to host a special event for the community. The event is for the Bear River Valley Pumpkin Walk.

When: October 8 & 9, 2021

Where: Shuman Park

Other Info.:
Schedule of Events –
Companies and individuals will set up Booth displays on Friday morning all around the Park. The public will attend at their convenience on Friday evening or any time on Saturday.
Other activities are still to be determined.

Any questions call Trisha Butler at 435-466-0141 or email paultb1@gmail.com

Attachments:
Submitted Application sent on Aug 2, 2021

Special Event Application for Tremonton City

Today's Date: August 2, 2021

Name: GFWC Women's Civic League Trisha Butler

Phone Number: 435 466-0141

Email: paultb1@gmail.com

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

---

Date: October 8th and 9th 2021

Time: To be discussed and determined

Duration:

Anticipated number of Attendees: 500+

Location **Schuman Park**

Type of Event: Pumpkin Walk

Schedule of Events:

Liability Insurance Coverage: To be determined

Measures taken to protect and preserve the public's health, safety and welfare:
Out doors, social distancing, CDC Guidelines, masks re

Additional Information: Plan a meeting with city parks and recreation planner- Marc Christensen

**Please attach any flyers of the event

TREMONTON CITY

CITY COUNCIL MEETING

AUGUST 17, 2021

TITLE:	Discussion and consideration of authorizing the disposal of the LUCAS Chest Compression System
FISCAL IMPACT:	The City to sell the LUCAS Chest Compression System for around $5,000
PRESENTER:	Chief Rober LaCroix

Prepared By:

Robert LaCroix
Fire Chief

RECOMMENDATION:

I move that the City Council approve the sale of the LUCAS CPR Machine.

BACKGROUND:

The Fire Department purchased one LUCAS CPR Machine last year with funds from the Cares Act. The Fire Department has five ambulances, but only two CPR machines and both CPR machines are very different in the setup and application.

Having only two CPR machines made it difficult to rotate ambulances and ensure that the ambulance that went on a transfer did not have the CPR machine.

The CPR machines are critical to firefighter safety and performing quality CPR at the scene and en-route to the hospital.

I was able to obtain an EMS Grant and requested funds for additional CPR machines. I was able to get five identical CPR machines for the price of three LUCAS CPR machines, so the decision was made to purchase five identical Defib Tech CPR machines. Having all the same equipment allows for fewer mistakes, cheaper supplies, and maintenance on the equipment.

We propose selling the LUCAS CPR machine to one of the local fire agencies. The money received from the LUCAS CPR machine will go towards the purchase of additional medical equipment.

TREMONTON CITY **CITY COUNCIL MEETING** August 17, 2021	
TITLE:	Review of Calendar and Review of Past Assignments
FISCAL IMPACT:	Not applicable
PRESENTER:	Shawn Warnke, City Manager or Linsey Nessen, City Recorder

Northern Box Elder County Suicide Prevention Coalition is hosting our Free Annual Fall Town Hall Meeting. On September 16, 2021, 6-8 p.m. at the Box Elder County Fairgrounds, the Northern Box Elder County Suicide Prevention Coalition is hosting our Free Annual Fall Town Hall Meeting. This year Dr. Dave Family Scholar at USU, will be speaking on how anxiety affects families. Dr. Dave is a great speaker and hopefully will give insight into the struggles so many experience in our community.

·1903·

TREMONTON CITY

HAY DAYS

JULY 23-24

As we look back to the Heydays of years past, Tremonton City "Hay Days" is a celebration of Wheat, Grass, Straw, Alfalfa and all other types of Hay that made Tremonton what it is today. We celebrate with fun activities for all ages, vendors, food trucks, music and fireworks. Visit us at Tremontoncity.org/City-days to find a full list of events as we prepare around COVID-19 restrictions.



River's Edge Secondary Water System

This is a comparison of the secondary water system requirements for Service Area 9 which includes River's Edge Subdivision. This will be used to determine pipe and pump station upsizing costs and pump station requirements for the current development and for the future.

River's Edge Subdivision – System Required for River's Edge Subdivision only

This analysis is to determine the size of piping that would be required for River's Edge Subdivision only and the size of the pump station that would be required. The system will not be constructed this way. This will be used to determine the upsizing costs for the system that the City will participate in.

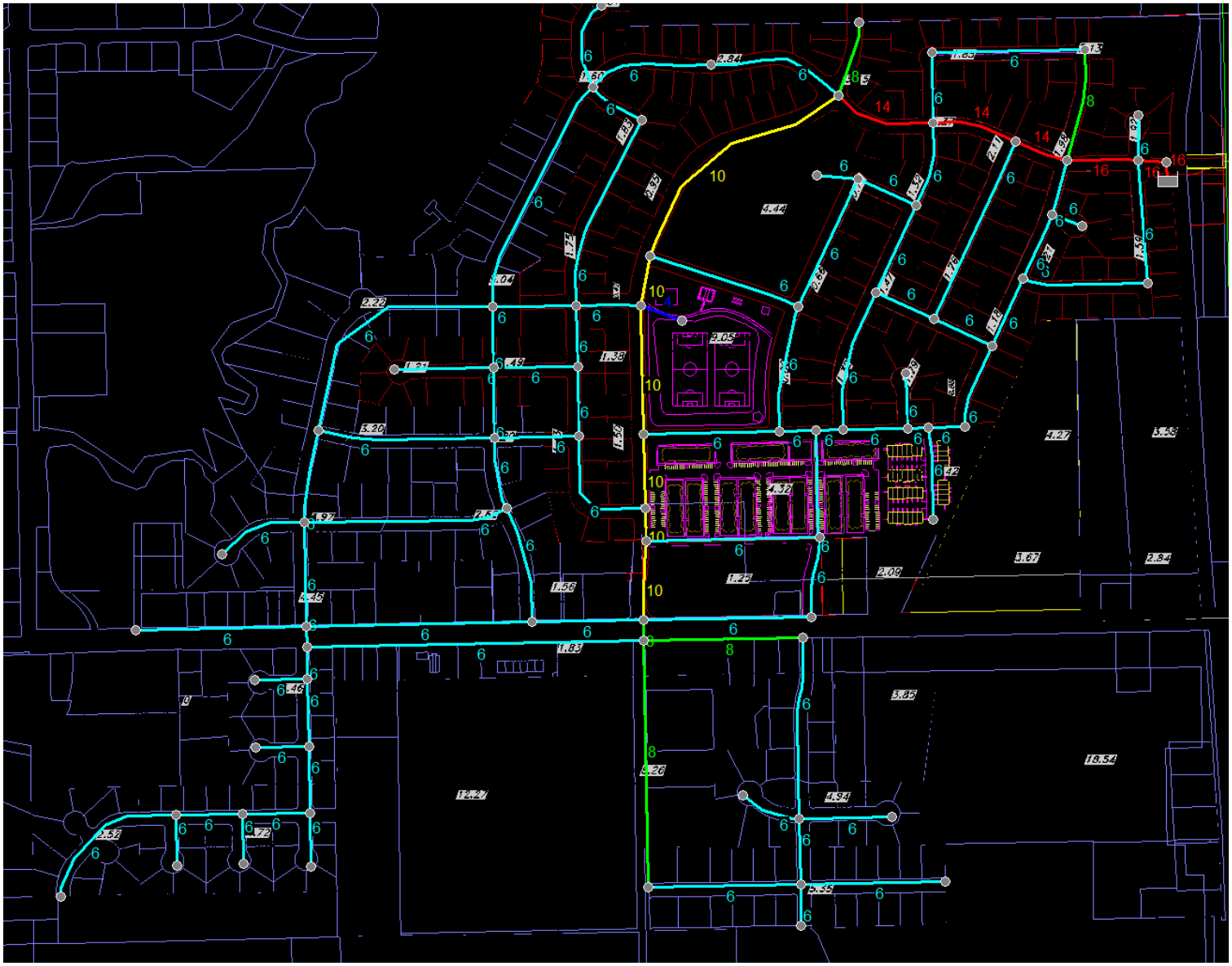
Peak Instantaneous Flow Rate = 973.56 gpm (2 pumps req'd)



River's Edge Subdivision plus Existing Development

The only purpose of this analysis is to determine the number of pumps that will be required for the initial construction of the pump station for Service Area 9. Pipe sizes are not a factor.

Peak Instantaneous Flow Rate = 1690 gpm (3 pumps req'd)



Service Area 9 plus extended area south of Main Street

This analysis is to determine the pipe sizing for construction and the ultimate pump station sizing at build-out.

Peak Instantaneous Flow Rate = 3117 gpm (5 to 6 pumps req'd)

