

**Tremonton City Corporation
Redevelopment Agency Meeting
July 5, 2022
Meeting to be held immediately following Tremonton City Council Meeting
which is scheduled at 7:00 p.m.
102 South Tremont Street
Tremonton, Utah**

AGENDA

1. Approval of agenda
2. Approval of minutes – June 21, 2022
3. New Business:
 - a. Discussion and consideration of adopting Resolution No. RDA 22-05 approving a professional service agreement between the Tremonton City Redevelopment Agency (RDA) and Zions Public Finance, Inc. to create the Tremonton City & Tremonton City RDA 2022 *Moderate Income Housing Plan*
 - b. Discussion and consideration of adopting Resolution No. RDA 22-06 approving a professional service agreement between the Tremonton City Redevelopment Agency (RDA) and Landmark Design to create the Tremonton City & Tremonton City RDA 2022 *Moderate Income Housing Plan*
4. Adjournment

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

Anchor location for Electronic Meeting by Telephone Device. With the adoption of Ordinance No. 13-04, the Board may participate per Electronic Meeting Rules. Those eligible to request participation by electronic means should contact Linsey Nessen, City Recorder, no later than 48 hours before the meeting to make arrangements.

Notice was posted July 1, 2022 a date not less than 24 hours prior to the date and time of the meeting and remained so posted until after the said meeting. A copy of the agenda was delivered to the Leader (Newspaper) on July 1, 2022.

Linsey Nessen, City Recorder

Draft Minutes

TREMONTON CITY CORPORATION REDEVELOPMENT AGENCY JUNE 21, 2022

Board Members Present:

Lyle Holmgren, Chairman
Connie Archibald, Board Member
Wes Estep, Board Member
Bret Rohde, Board Member—excused
Rick Seamons, Board Member
Lyle Vance, Board Member
Shawn Warnke, Executive Director
Marc Christensen, Assistant City Manager—excused
Linsey Nessen, Executive Secretary

Chairman Holmgren called the Tremonton Redevelopment Agency Meeting to order at 8:18 p.m. The meeting was held in the City Council Meeting Room at 102 South Tremont Street, Tremonton, Utah. Those in attendance were Chairman Holmgren, Board Members Archibald, Estep, Seamons, and Vance, Executive Director Warnke, and Executive Secretary Nessen. Board Member Rohde and Assistant City Manager Christensen were excused.

1. Approval of agenda:

Motion by Board Member Seamons to approve the June 21, 2022 agenda. Motion seconded by Board Member Archibald. Vote: Board Member Archibald - aye, Board Member Estep - aye, Board Member Rohde - absent, Board Member Seamons - aye, Board Member Vance - aye. Motion approved.

2. Approval of minutes – June 7, 2022

Motion by Board Member Vance to approve the minutes of June 7, 2022. Motion seconded by Board Member Seamons. Vote: Board Member Archibald - aye, Board Member Estep - aye, Board Member Rohde - absent, Board Member Seamons - aye, Board Member Vance - aye. Motion approved.

3. Public Hearings

Chairman Holmgren called a Public Hearing to order at 8:21 p.m. to consider the adoption of the proposed final budget. There were no people in attendance.

- a. To consider adopting the proposed Final Budget entitled “The Redevelopment Agency of Tremonton City Annual Implementation Budget 2022-2023 for RDA District #2 Fund – Downtown and Tremonton West Liberty Foods EDA 172” commencing July 1, 2022, and ending June 30, 2023

Draft Minutes

Manager Warnke said we did propose the appropriation of more funds within the downtown RDA. One was relative to wayfinding and some for general line items. The other one was the Affordable Housing Plan and appropriating funds for a consultant to help us.

There were no public comments. Chairman Holmgren closed the Public Hearing at 8:21 p.m.

- b. **PUBLIC HEARING HAS BEEN CANCELED AS NO AMENDMENTS ARE BEING PROPOSED** – To consider adopting amendments to the Annual Budget entitled “The Redevelopment Agency of Tremonton City Annual Implementation Budget 2021-2022 for RDA District #2 Fund – Downtown and Tremonton West Liberty Foods EDA 172” for the period commencing July 1, 2021, and ending June 30, 2022

Manager Warnke said we did notice this, but then came to the conclusion that there are no amendments needed, so the hearing has been canceled.

4. New Business:
 - a. Discussion and consideration of adopting Resolution No. RDA 22-04 adopting the Final Budget entitled “The Redevelopment Agency of Tremonton City Annual Implementation Budget 2022-2023 for RDA District #2 Fund – Downtown and Tremonton West Liberty Foods EDA 172” for the fiscal year commencing July 1, 2022, and ending June 30, 2023

Motion by Board Member Seamons to approve the resolution. Motion seconded by Board Member Archibald. Roll Call Vote: Board Member Archibald - aye, Board Member Estep - aye, Board Member Rohde - absent, Board Member Seamons - aye, Board Member Vance - aye. Motion approved.

5. Adjournment

Motion by Board Member Seamons to adjourn the meeting. Motion seconded by Board Members Estep and Vance. Vote: Board Member Archibald - aye, Board Member Estep - aye, Board Member Rohde - absent, Board Member Seamons - aye, Board Member Vance - aye. Motion approved.

The meeting adjourned at 8:23 p.m.

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

Dated this _____ day of _____, 2022.

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Linsey Nessen, Executive Secretary

RESOLUTION NO. RDA 22-05

A RESOLUTION APPROVING A PROFESSIONAL SERVICE AGREEMENT BETWEEN THE TREMONTON CITY REDEVELOPMENT AGENCY (RDA) AND ZIONS PUBLIC FINANCE, INC. TO CREATE THE TREMONTON CITY & TREMONTON CITY RDA 2022 *MODERATE INCOME HOUSING PLAN*

WHEREAS, the Tremonton City Council and Tremonton City Redevelopment Agency are committed to facilitating a variety of housing options for the existing and future citizens of the City, which includes housing options that are affordable for low to moderate-income individuals and families; and

WHEREAS, Moderate Income Housing means housing occupied or reserved for occupancy by households with a gross household income of less than eighty percent (80%) of the Area Median Income (AMI) of the rural statistical area for households of the same size; and

WHEREAS, eighty percent (80%) of the Area Median Income (AMI) for Tremonton City, Box Elder County in 2022 is estimated to be \$59,300 per household (based upon a four-person household); and

WHEREAS, the State of Utah Legislature is also committed to facilitating affordable housing options for the citizens of Utah and, to this end, has statutory requirements contained in Utah Code 10-9a-403 and 10-9a-408 that require cities to adopt Moderate Income Housing Plans and report on the City's progress in creating moderate income housing; and

WHEREAS, during the 2022 Legislative Session, HB 462, which became effective June 1, 2022, requires Tremonton City to update its moderate income housing plan by October 1, 2022, to comply with new legislation; and

WHEREAS, Tremonton City Corporation and the Tremonton City Redevelopment Agency (RDA) desire to comply with HB 462 and to receive an updated "estimate of the need for the development of additional moderate-income housing within the City" and to "implement five or more of the moderate income housing strategies" contained in Utah Code; and

WHEREAS, Tremonton RDA has adopted Resolution No. RDA 22-06 that approved a professional service agreement with Landmark to implement five or more of the moderate income housing strategies; and

WHEREAS, the Tremonton RDA desires to enter into a professional services agreement with Zions Public Finance, Inc., in coordination with Landmark Design, to estimate the need for the development of additional moderate-income housing within the City; and

WHEREAS, the Zions Public Finance, Inc. (ZPFI) provides a wide range of consulting services, including economic development strategic plans, redevelopment, housing studies, real estate market analysis, fee studies, feasibility studies, annexation/incorporation studies; and

WHEREAS, ZPFI has successfully completed numerous studies and plans for Tremonton City and possesses the demonstrated professional ability to update the Tremonton City and Tremonton City RDA *2022 Moderate Income Housing Plan*; and

WHEREAS, the Tremonton City RDA is desirous of receiving services from ZPFI and has financial resources from the West Liberty Foods EDA to pay the professional fees associated with ZPFI's updating of the Tremonton City and Tremonton City RDA *2022 Moderate Income Housing Plan*.

NOW, THEREFORE, BE IT RESOLVED that the Tremonton City Redevelopment Agency approves the Service Agreement as contained in Exhibit "A" with the Zions Public Finance, Inc., to create the Tremonton City and Tremonton City RDA *2022 Moderate Income Housing Plan*.

Adopted and made effective by the Board of Directors of the Redevelopment Agency of Tremonton City this 5th day of July 2022.

Tremonton Redevelopment Agency

Lyle Holmgren, Chairperson

ATTEST:

Linsey Nessen, Executive Secretary

EXHIBIT “A”

**PROFESSIONAL SERVICE AGREEMENT BETWEEN THE TREMONTON CITY
REDEVELOPMENT AGENCY (RDA) AND ZIONS PUBLIC FINANCE, INC., (ZPFI)
TO CREATE THE TREMONTON CITY & TREMONTON CITY RDA 2022
MODERATE INCOME HOUSING PLAN**

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter “Agreement”) is made and entered into as of the 5th day of July 2022 by and between Tremonton City Redevelopment Agency, a body corporate and politic of the state of Utah (hereinafter the “RDA”), and Zions Public Finance, Inc., s (hereinafter “ZPFI”). The RDA and ZPFI may be referred to individually as “Party” or collectively as “Parties.”

WHEREAS, the State of Utah Legislature is also committed to facilitating affordable housing options for the citizens of Utah and, to this end, has statutory requirements contained in Utah Code 10-9a-403 and 10-9a-408 that require cities to adopt a Moderate Income Housing Plan and report on the City’s progress in creating Moderate Income Housing; and

WHEREAS, during the 2022 Legislative Session, HB 462, which became effective June 1, 2022, requires Tremonton City to update its housing plan by October 1, 2022, to comply with new legislation; and

WHEREAS, Tremonton City Corporation and the Tremonton City Redevelopment Agency (RDA) desire to comply with HB 462 and to receive an updated “estimate of the need for the development of additional moderate-income housing within the City” and to “implement five or more of the moderate income housing strategies” contained in Utah Code; and

WHEREAS, Tremonton RDA has adopted Resolution No. RDA 22-06 that approved a professional service agreement with Landmark to implement five or more of the moderate income housing strategies; and

WHEREAS, the Tremonton RDA desires to enter into a professional services agreement with Zions Public Finance, Inc., in coordination with Landmark Design, to estimate the need for the development of additional moderate-income housing within the City.

NOW, THEREFORE, in consideration of the above premises, the mutual covenants and consideration hereinafter set forth, and other good and valuable considerations, the RDA and Landmark Design agree as follows:

1. **Employment of ZPFI.** The RDA agrees to engage ZPFI, and ZPFI agrees to furnish all necessary or desirable services to provide the RDA with a 2022 Moderate Income Housing Plan in accordance with HB 462. Specifically, ZPFI shall be responsible for creating an estimate of the need for the development of additional moderate-income housing within Tremonton City and other services, as further detailed in Exhibit “A” (the “Services”).

2. **Fees for Services.** The RDA shall pay ZPFI an amount not to exceed ten thousand dollars (\$10,000) (the “Fee”) for Services of creating the Moderate Income Housing Plan as detailed in Exhibit “A.” ZPFI shall submit to the RDA invoices for amounts claimed due

by ZPFI within thirty (30) days after the performance of the Services. All such invoices shall be in a form reasonably acceptable to the RDA and shall include the following: (a) references to the date of the Agreement, (b) itemization and description, in detail, the Services performed, and (c) copies of supporting documents. If the aggregate of all monthly invoices does not exceed the total Fee and the Services are acceptable to RDA, then RDA shall pay the amount set forth in the invoice within thirty (30) days of its receipt.

3. **Expenses and Costs.** The Fee includes all expenses, materials, taxes, and costs related to the performance of the Services.

4. **Services Performed in a Professional, Reasonable Manner.** ZPFI shall provide the Services in a professional manner in compliance with HB 462 and with all applicable laws, ordinances, rules, regulations, and applicable standards of performance, including, but not limited to, the status verify system requirements for contractors of Utah Code Ann. § 63G-12-302. Subject to the foregoing, the exact nature of how the Services is to be performed and other matters incidental to providing the Services shall remain with ZPFI.

5. **Public Information.** ZPFI understands and agrees that this Agreement and related invoices, etc., will be public documents, as provided in Utah Code Ann. § 63G-2-101, *et seq.*, and as such may be subject to a public records request.

6. **Equipment and Facilities.** For purposes of performing the Services, ZPFI shall furnish and supply at its sole cost all necessary labor, supervision, equipment, tools, and supplies required and incident to performing the Services.

7. **Indemnity.** ZPFI shall defend, protect, indemnify, save, and hold harmless the Tremonton City and Tremonton City RDA, including its elected and appointed officials, employees, agents, and contractors from and against any and all demands, liabilities, claims, damages, actions, or proceedings, in law or in equity, including reasonable attorneys' fees and costs of suits, relating to or arising from ZPFI providing the Services to Tremonton City and Tremonton City RDA's. Nothing herein shall be construed to require ZPFI to indemnify Tremonton City and Tremonton RDA against its own negligence.

8. **Term.** During the 2022 Legislative Session, HB 462 became effective June 1, 2022, requiring Tremonton City to update its moderate-income housing plan by October 1, 2022, to comply with new legislation. Each Party acknowledges that time is of the essence to comply with this statutory deadline of October 1, 2022. Absence extenuating beyond their control, Landmark Design agrees to complete the Services necessary to comply with the October 1, 2022, deadline.

9. **Assignment and Delegation.** ZPFI will not assign or delegate the performance of its duties under this Agreement without the prior written approval of the City.

10. **Employment Status.**

a. Official Status. ZPFI shall have complete control and discretion over all personnel providing Services hereunder. All such personnel shall be and remain employees of ZPFI and be considered ZPFI's. ZPFI has no authority, expressed or implied, to bind Tremonton City or RDA to any agreement, settlements, or liability whatsoever.

b. Salary and Wages. Tremonton City or RDA shall not have any obligation or liability for the payment of any salary or other compensation to personnel providing Services hereunder.

c. Employment Benefits. All personnel providing Services hereunder are and shall remain employees of ZPFI. All personnel providing Services shall have no right to any Tremonton City or Tremonton City RDA pension, civil service, or any other Tremonton City or RDA benefits pursuant to this Agreement or otherwise.

11. Termination. The RDA may suspend or terminate this Agreement upon thirty (30) days prior written notice to the ZPFI. If this Agreement is suspended or terminated, ZPFI shall submit an invoice to the RDA itemizing and describing reasonable expenses incurred by ZPFI prior to the RDA's suspension or termination of the Agreement. The RDA shall pay only reasonable expenses, as determined solely by the Tremonton City RDA Executive Director, documented in ZPFI's submitted invoice. ZPFI may appeal the Tremonton City RDA Executive Director's decision of the amount paid to the Tremonton City RDA Board, whose decision shall be final.

12. Insurance. ZPFI shall be responsible for obtaining its own Worker's Compensation Insurance and Employer's liability insurance. Additionally, ZPFI shall be required to possess errors and omissions insurance coverage.

13. Notice. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within three (3) days after such notice is deposited in the United States Mail, postage prepaid, and addressed to the Parties as set forth below:

Tremonton:	Shawn Warnke Tremonton Civic Center 102 S. Tremont St. Tremonton, UT 84337
ZPFI:	ZPFI Design 850 South 400 West, Studio104 Salt Lake City, Utah 84101

14. Claims and Disputes. This Agreement shall be interpreted using the laws of the State of Utah, and in the event that litigation is commenced based on this Agreement; the Parties

hereby agree that Jurisdiction and Venue will be the First District Court of Utah, located in Brigham City. Unless terminated pursuant to provisions hereof or otherwise agreed in writing, ZPFI shall continue to perform the Services during any such litigation, and RDA shall continue to make payments to ZPFI in accordance with the terms of this Agreement.

15. **Counterparts, Duplicate Copies, and Facsimile Copies.** This Agreement may be executed in counterparts such that an Agreement with a complete set of signatures, whether or not on different copies of the page on which the signatures appear, shall constitute a fully-executed agreement. All executed copies of this Agreement shall constitute duplicate originals, and a copy or facsimile signature shall be treated for all purposes as an original signature.

16. **Product of Services Patents, Copyrights, Etc.** The results of Services shall constitute “work made for hire” for Tremonton City or RDA. Tremonton City or RDA shall be considered the author of such work for all purposes and the exclusive owner of all rights comprised in the copyright of such work and shall have the right to exploit any or all of the foregoing in any and all media, now known or later devised. If the results of any Services are not determined to be “work made for hire,” or if Tremonton City or RDA is not considered the owner of all such rights, ZPFI hereby assigns to Tremonton City and RDA, without reservation, all right, title, and interest (including, but not limited to, the copyright and any extension or renewal thereof) in and to all narratives, models, photographs, and other expressions created by ZPFI pursuant to this Agreement. Tremonton City and RDA, in return, hereby grants ZPFI a nonexclusive license to reproduce narratives, drawings, and photographs of expressions created by ZPFI for marketing materials. No other copyrights are included in this grant of a nonexclusive license to ZPFI. ZPFI shall, upon request, execute, acknowledge, and deliver to Tremonton City or RDA such additional documents as ZPFI may deem necessary or advisable to evidence and effectuate the assignment and Tremonton City and RDA’s rights under this Agreement. ZPFI will indemnify and hold Tremonton City and RDA, its officers, agents, elected officials, and employees harmless from liability of any kind or nature, including ZPFI’s use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in the performance of the Services.

17. **Titles and Captions.** All section or subsection titles or captions herein are for convenience only. Such titles and captions shall not be deemed part of this Agreement and shall in no way define, limit, augment, extend, or describe the scope, content, or intent of any part or parts hereof.

18. **Pronouns and Plurals.** Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns, pronouns, and verbs shall include the plurals and vice versa.

19. **Entire Agreement and Modification of Agreement.** This Agreement and exhibits attached hereto constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersede all prior agreements and understandings pertaining thereto. No subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon the Parties unless reduced to writing and signed by the Parties.

20. **Force Majeure.** Neither Party to this Agreement will be held responsible for delay or default caused by fire, riot, acts of God, and/or war beyond that Party's reasonable control.

21. **Survival.** All agreements, covenants, representations, and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.

22. **Waiver.** No failure by any Party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term, or condition. Any Party may, by notice, delivered in the manner provided in this Agreement, but shall be under no obligation to waive any of its rights or any conditions to its obligations hereunder or any duty, obligation, or covenant of any other Party. No waiver shall affect or alter the remainder of this Agreement, but each and every other covenant, agreement, term, and condition hereof shall continue in full force and effect with respect to any other than existing or subsequently occurring breach.

23. **Rights and Remedies.** The rights and remedies of the Parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions hereof.

24. **Severability.** If any condition, covenant, or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition contained herein. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

25. **Exhibits and Recitals.** The recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Agreement.

26. **Conflicts of Interest.** ZPFI represents and certifies that it has not offered or given any gift or compensation prohibited by law to any officer or employee of Tremonton City and RDA to secure favorable treatment with respect to being awarded this Agreement.

27. **Authority.** The undersigned each represents that they have full authority to sign this Agreement and to enter into this Agreement on behalf of the Party to the Agreement so reflected by each signature.

28. **Non-Fiduciary Relationship.** 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 contractors and that the same is in all respects an "arms-length" transaction.

29. **Attorney's Fees.** If any Party hereto shall be in default or breach of this Agreement, said Party shall be liable to pay all reasonable attorney's fees, court costs, and other related collection costs and expenses incurred by the non-defaulting or non-breaching party in prosecuting its rights hereunder.

30. **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.

31. **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 concerning the drafting hereof.

IN WITNESS WHEREOF, the Parties have hereunto signed their names on the day and year first above written.

TREMONTON RDA,
A Body Corporate and Politic of the State of Utah

Lyle Holmgren, Chairman

ATTEST:

Linsey Nessen, Executive Secretary

ZIONS PUBLIC FINANCE, INC.

By: Susie Becker, Vice President

Exhibit “A”



27 June 2022

Shawn Warnke
Tremonton City
swarnke@tremontoncny.com

RE: PROPOSAL FOR TREMONTON HOUSING STUDY

Dear Shawn:

Zions Public Finance, Inc. enthusiastically submits this proposal to work with Landmark Design to prepare a housing study that meets all of the required elements of Utah law and that includes all of the data that needs to be entered into the State database for the City's modified income housing plan. In addition, our scope of work includes the elements of the housing study we prepared for Saratoga Springs, as we discussed in our phone conversation. The City may want to pick and choose what elements it desires in its plan in order to evaluate and achieve its vision for housing needs.

Scope of Work

1. Minimal Scope – Data Needed for Annual Report to Department of Workforce Services

The submission page for the Department of Workforce Services states, "A new submission methodology will be developed for 2022 and going forward. This new format will be published by July 1 and will be distributed to all affected jurisdictions. This page will be updated once the new report format has been finalized and published." Therefore, the requirements we have listed below are based on prior years' submission formats and documents, which we assume are highly similar to what will soon be available for this year. Naturally, once the new template is uploaded online, we will adjust our data to fit the actual requirements.

- Housing Inventory Data
 - Current estimate of the City's rental housing needs based on the following income limits: 80% AMI, 50% AMI and 30% AMI (UCA 10-91-408(s)(i))
 - Updated projection of 5-year affordable housing needs which includes
 - Projected growth of households (housing demand)
 - Projected housing stock (housing supply)
 - Projected median housing costs
 - Projected median household income

As an example, the following two tables are taken from the Draper Housing Plan, December 2018 and *demonstrate the type of information required.*

	< 30% of AMI	30% to 50% of AMI	50% to 80% of AMI	Total
Income Range	< \$21,600	\$21,600 - \$36,000	\$36,000-\$57,600	-
Monthly Housing Allowance (Less Utilities)	\$290	\$290-\$650	\$650-\$1,190	-

One South Main Street, 18th Floor, Salt Lake City UT 84133-1904 Telephone: 801.844.7373 Fax: 801.844.4484

	< 30% of AMI	30% to 50% of AMI	50% to 80% of AMI	Total
Affordable Home Price Range (5% Mortgage)	\$0 - \$51,984	\$51,984- \$116,516	\$116,516- \$213,314	-
Number of Households/ Number of Units Needed by Income Group	791	533	1,533	2,857
Number of Affordable SFR/Condo/TH units (Regardless of Current Rental Status)	0	1	519	520
Number of Affordable Multi-Family Rental Units	0	0	749	749
Total Existing Supply	0	1	1,268	1,269
Number of Additional Units Needed for Current Draper Households	791	532	265	1,588

Targeted Income Group	% of HHs	2023			2028		
		Projected HHs	Projected Available Units	Projected Number of Units Needed	Projected HHs	Projected Available Units	Projected Number of Units Needed
< 30% of AMI	5.96%	961	-	961	1,067	-	1,067
30% to 50%	4.01%	648	1	647	719	1	718
50% to 80%	11.70%	1,887	1,313	574	2,094	1,457	637
TOTAL		3,496	1,314	2,182	3,880	1,458	2,422

- Coordination with the City and Landmark regarding the strategies and implementation plans to be uploaded into the system.

2. Housing Study (Scope Similar to Saratoga Springs Study)

- Overview of housing markets and housing affordability indexes (historic and current)
- Demographic overview – should data be available from Landmark; will need to supplement with data specific to this study (i.e., household size, age, incomes, etc.)
- Residential market conditions
 - Transportation costs
 - Developer perspective – highest and best use analysis
- Housing supply
 - Building permit analysis
 - GIS mapping
 - Assessor database analysis
 - Rental units – rent rates
 - Housing conditions
- Housing affordability analysis

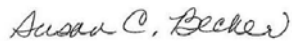
- Projected housing needs
- Goals, policies and strategies – with Landmark

Proposed Fees

ZPFI proposes a fee of \$10,000 to complete the entire scope of work shown above. If the City desires only the basic information to upload into the State database, Zions still needs to pull all of the Assessor data and match with income levels and needs and to research all of the multi-family and rental units in the City. We estimate a cost of \$4,000 - \$5,000 for the basic analysis only as described in Task 1 above.

Please feel free to give us a call if you have any questions or would like us to edit the Scope of Work to better meet your needs.

Best Regards,

A handwritten signature in cursive script that reads "Susie C. Becker".

Susie Becker
Vice President, Zions Public Finance, Inc.

RESOLUTION NO. RDA 22-06

A RESOLUTION APPROVING A PROFESSIONAL SERVICE AGREEMENT BETWEEN THE TREMONTON CITY REDEVELOPMENT AGENCY (RDA) AND LANDMARK DESIGN TO CREATE THE TREMONTON CITY & TREMONTON CITY RDA 2022 MODERATE INCOME HOUSING PLAN

WHEREAS, the Tremonton City Council and Tremonton City Redevelopment Agency are committed to facilitating a variety of housing options for the existing and future citizens of the City, which includes housing options that are affordable for low to moderate-income individuals and families; and

WHEREAS, Moderate Income Housing means housing occupied or reserved for occupancy by households with a gross household income of less than eighty percent 80% of the Area Median Income (AMI) of the rural statistical area for households of the same size; and

WHEREAS, eighty percent (80%) of the Area Median Income (AMI) for Tremonton City, Box Elder County in 2022 is estimated to be \$59,300 per household (based upon a four-person household); and

WHEREAS, the State of Utah Legislature is also committed to facilitating affordable housing options for the citizens of Utah and, to this end, has statutory requirements contained in Utah Code 10-9a-403 and 10-9a-408 that require cities to adopt Moderate Income Housing Plans and report on the City's progress in creating moderate income housing; and

WHEREAS, during the 2022 Legislative Session, HB 462, which became effective June 1, 2022, requires Tremonton City to update its moderate income housing plan by October 1, 2022, to comply with new legislation; and

WHEREAS, Tremonton City Corporation and the Tremonton City Redevelopment Agency (RDA) desire to comply with HB 462 and to receive an updated "estimate of the need for the development of additional moderate-income housing within the City" and to "implement five or more of the moderate income housing strategies" contained in Utah Code; and

WHEREAS, Tremonton RDA has adopted Resolution No. RDA 22-05 that approved a professional service agreement with Zions Public Finance, Inc. to estimate the need for the development of additional moderate-income housing within the City; and

WHEREAS, the Tremonton RDA desires to enter into a professional services agreement with Landmark Design, in coordination with Zions Public Finance, Inc. to implement five or more moderate-income housing strategies; and

WHEREAS, on April 7, 2020, the City Council adopted Resolution No. 20-14, a professional services agreement with Landmark Design to create the Tremonton City Integrated Land Use Plan; and

WHEREAS, Landmark Design has delivered to the Planning Commission a draft Tremonton City Integrated Land Use Plan, which the Planning Commission is reviewing; and

WHEREAS, before the Planning Commission provides a recommendation and before the City Council considers adopting the Tremonton City Integrated Land Use Plan, the City Council desires that moderate income housing requirements are merged into the draft Tremonton City Integrated Land Use Plan; and

WHEREAS, the Tremonton City RDA is desirous of receiving services from Landmark Design and has financial resources from the West Liberty Foods EDA to pay the professional fees associated with Landmark Design's updating of the Tremonton City and Tremonton City RDA *2022 Moderate Income Housing Plan*.

NOW, THEREFORE, BE IT RESOLVED that the Tremonton City Redevelopment Agency approves the Professional Service Agreement as contained in Exhibit "A" with the Landmark Design to create the Tremonton City and Tremonton City RDA *2022 Moderate Income Housing Plan*.

Adopted and made effective by the Board of Directors of the Redevelopment Agency of Tremonton City this 5th day of July 2022.

Tremonton Redevelopment Agency

Lyle Holmgren, Chairperson

ATTEST:

Linsey Nessen, Executive Secretary

EXHIBIT “A”

**PROFESSIONAL SERVICE AGREEMENT BETWEEN THE TREMONTON CITY
REDEVELOPMENT AGENCY (RDA) AND LANDMARK DESIGN TO CREATE THE
TREMONTON CITY & TREMONTON CITY RDA 2022 MODERATE INCOME
HOUSING PLAN**

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter “Agreement”) is made and entered into as of the 5th day of July 2022, by and between Tremonton City Redevelopment Agency, a body corporate and politic of the state of Utah, (hereinafter the “RDA”), and Landmark Design, (hereinafter “Landmark” or “Landmark Design”). The RDA and Landmark Design may be referred to individually as “Party” or collectively as “Parties”.

RECITALS:

WHEREAS, the State of Utah Legislature is committed to facilitating affordable housing options for the citizens of Utah and, to this end, has statutory requirements contained in Utah Code 10-9a-403 and 10-9a-408 that require cities to adopt a Moderate Income Housing Plan and report on the City’s progress in creating Moderate Income Housing; and

WHEREAS, during the 2022 Legislative Session, HB 462, which became effective June 1, 2022, requires Tremonton City to update its housing plan by October 1, 2022, to comply with new legislation; and

WHEREAS, Tremonton City Corporation and the Tremonton City Redevelopment Agency (RDA) desire to comply with HB 462 and to receive an updated “estimate of the need for the development of additional moderate-income housing within the City” and to “implement five or more of the moderate income housing strategies” contained in Utah Code; and

WHEREAS, Tremonton RDA has adopted Resolution No. RDA 22-05 that approved a professional service agreement with Zions Public Finance, Inc. to estimate the need for the development of additional moderate-income housing within the City; and

WHEREAS, the Tremonton RDA desires to enter into a professional services agreement with Landmark Design, in coordination with Zions Public Finance, Inc., to implement five or more moderate-income housing strategies.

NOW, THEREFORE, in consideration of the above premises, the mutual covenants and consideration hereinafter set forth, and other good and valuable considerations, the RDA and Landmark Design agree as follows:

1. **Employment of Landmark.** The RDA agrees to engage Landmark, and Landmark agrees to furnish all necessary or desirable services to provide the RDA with a 2022 Moderate Income Housing Plan in accordance with HB 462. Specifically, Landmark shall be responsible for creating five or more moderate-income housing strategies, as further detailed in Exhibit “A” (the “Services”).

2. **Fees for Services.** The RDA shall pay Landmark an amount not to exceed nine

thousand eight hundred and fifty dollars (\$9,850) (the “Fee”) for Services of creating a Moderate Income Housing Plan as detailed in Exhibit “A.” Landmark shall submit to the RDA invoices for amounts claimed due by Landmark within thirty (30) days after the performance of the Services. All such invoices shall be in a form reasonably acceptable to the RDA and shall include the following: (a) references to the date of the Agreement, (b) itemization and description, in detail, the Services performed, and (c) copies of supporting documents. If the aggregate of all monthly invoices does not exceed the total Fee, and the Services are acceptable to RDA, then RDA shall pay the amount set forth in the invoice within thirty (30) days of its receipt.

3. **Expenses and Costs.** The Fee includes all expenses, materials, taxes, and costs related to the performance of the Services.

4. **Services Performed in a Professional, Reasonable Manner.** Landmark shall provide the Services in a professional manner in compliance with HB 462 and all applicable laws, ordinances, rules, regulations, and applicable standards of performance, including, but not limited to, the status verify system requirements for contractors of Utah Code Ann. § 63G-12-302. Subject to the foregoing, the exact nature of how the Services is to be performed and other matters incidental to providing the Services shall remain with Landmark.

5. **Public Information.** Landmark understands and agrees that this Agreement and related invoices, etc., will be public documents, as provided in Utah Code Ann. § 63G-2-101, *et seq.*, and as such may be subject to a public records request.

6. **Equipment and Facilities.** For purposes of performing the Services, Landmark shall furnish and supply at its sole cost all necessary labor, supervision, equipment, tools, and supplies required and incident to performing the Services.

7. **Indemnity.** Landmark shall defend, protect, indemnify, save, and hold harmless the City, including its elected and appointed officials, employees, agents, and contractors, from and against any and all demands, liabilities, claims, damages, actions, or proceedings, in law or in equity, including reasonable attorneys’ fees and costs of suits, relating to or arising from Landmark providing the Services to Tremonton City and RDA. Nothing herein shall be construed to require Landmark to indemnify Tremonton City and Tremonton City RDA’s own negligence.

8. **Term.** During the 2022 Legislative Session, HB 462 became effective June 1, 2022, requiring Tremonton City to update its moderate-income housing plan by October 1, 2022, to comply with new legislation. Each Party acknowledges that time is of the essence to comply with this statutory deadline of October 1, 2022. Absence extenuating beyond their control, Landmark Design agrees to complete the Services necessary to comply with the October 1, 2022, deadline.

9. **Assignment and Delegation.** Landmark will not assign or delegate the performance of its duties under this Agreement without the prior written approval of the City.

10. **Employment Status.**

a. **Official Status.** Landmark shall have complete control and discretion over all personnel providing Services hereunder. All such personnel shall be and remain employees of Landmark and shall be considered to be Landmark's. Landmark has no authority, expressed or implied, to bind Tremonton City or Tremonton City RDA to any agreement, settlements, or liability whatsoever.

b. **Salary and Wages.** Tremonton City or Tremonton City RDA shall not have any obligation or liability for the payment of any salary or other compensation to personnel providing Services hereunder.

c. **Employment Benefits.** All personnel providing Services hereunder are and shall remain employees of Landmark. All personnel providing Services shall have no right to any Tremonton City or RDA pension, civil service, or any other Tremonton City or RDA benefits pursuant to this Agreement or otherwise.

11. **Termination.** The RDA may suspend or terminate this Agreement upon thirty (30) days prior written notice to the Landmark. If this Agreement is suspended or terminated, Landmark shall submit an invoice to the RDA itemizing and describing reasonable expenses incurred by Landmark prior to the RDA's suspension or termination of the Agreement. The RDA shall pay only reasonable expenses, as determined solely by the Tremonton RDA Executive Director, documented in Landmark's submitted invoice. Landmark may appeal the Tremonton RDA Executive Director's decision of the amount paid to the Tremonton City RDA Board, whose decision shall be final.

12. **Insurance.** Landmark shall be responsible for obtaining its own Worker's Compensation Insurance and Employer's liability insurance. Additionally, Landmark shall be required to possess errors and omissions insurance coverage.

13. **Notice.** Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within three (3) days after such notice is deposited in the United States Mail, postage prepaid, and addressed to the Parties as set forth below:

Tremonton:

Shawn Warnke
Tremonton Civic Center
102 S. Tremont St.
Tremonton, UT 84337

Landmark:

Landmark Design
850 South 400 West, Studio104
Salt Lake City, Utah 84101

14. **Claims and Disputes.** This Agreement shall be interpreted using the laws of the State of Utah, and in the event that litigation is commenced based on this Agreement; the Parties hereby agree that Jurisdiction and Venue will be the First District Court of Utah, located in Brigham City. Unless terminated pursuant to provisions hereof or otherwise agreed in writing, Landmark shall continue to perform the Services during any such litigation, and RDA shall continue to make payments to Landmark in accordance with the terms of this Agreement.

15. **Counterparts, Duplicate Copies, and Facsimile Copies.** This Agreement may be executed in counterparts such that an Agreement with a complete set of signatures, whether or not on different copies of the page on which the signatures appear, shall constitute a fully executed agreement. All executed copies of this Agreement shall constitute duplicate originals, and a copy or facsimile signature shall be treated for all purposes as an original signature.

16. **Product of Services Patents, Copyrights, Etc.** The results of Services shall constitute “work made for hire” for Tremonton City and RDA. Tremonton City and RDA shall be considered the author of such work for all purposes and the exclusive owner of all rights comprised in the copyright of such work and shall have the right to exploit any or all of the foregoing in any and all media, now known or later devised. If the results of any Services are not determined to be “work made for hire,” or if Tremonton City and RDA are not considered the owner of all such rights, Landmark hereby assigns to Tremonton City and RDA, without reservation, all rights, title, and interest (including, but not limited to, the copyright and any extension or renewal thereof) in and to all narratives, models, photographs, and other expressions created by Landmark pursuant to this Agreement. In return, Tremonton City and RDA, hereby grant Landmark a nonexclusive license to reproduce narratives, drawings, and photographs of expressions created by Landmark for marketing materials. No other copyrights are included in this grant of a nonexclusive license to Landmark. Landmark shall, upon request, execute, acknowledge, and deliver to Tremonton City and RDA such additional documents, as Landmark may deem necessary or advisable to evidence and effectuate the assignment and the Tremonton City and RDA’s rights under this Agreement. Landmark will indemnify and hold Tremonton City and RDA, its officers, agents, elected officials and employees harmless from liability of any kind or nature, including Landmark’s use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in the performance of the Services.

17. **Titles and Captions.** All section or subsection titles or captions herein are for convenience only. Such titles and captions shall not be deemed part of this Agreement and shall in no way define, limit, augment, extend, or describe the scope, content, or intent of any part or parts hereof.

18. **Pronouns and Plurals.** Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns, pronouns, and verbs shall include the plurals and vice versa.

19. **Entire Agreement and Modification of Agreement.** This Agreement and exhibits attached hereto constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersede all prior agreements and understandings pertaining thereto. No

subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon the Parties unless reduced to writing and signed by the Parties.

20. **Force Majeure.** Neither Party to this Agreement will be held responsible for delay or default caused by fire, riot, acts of God, and/or war beyond that Party's reasonable control.

21. **Survival.** All agreements, covenants, representations, and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.

22. **Waiver.** No failure by any Party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term, or condition. Any Party may, by notice, delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder or any duty, obligation, or covenant of any other Party. No waiver shall affect or alter the remainder of this Agreement, but each and every other covenant, agreement, term, and condition hereof shall continue in full force and effect with respect to any other than existing or subsequently occurring breach.

23. **Rights and Remedies.** The rights and remedies of the Parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions hereof.

24. **Severability.** If any condition, covenant, or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition contained herein. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

25. **Exhibits and Recitals.** The recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Agreement.

26. **Conflicts of Interest.** Landmark represents and certifies that it has not offered or given any gift or compensation prohibited by law to any officer or employee of Tremonton City and RDA to secure favorable treatment with respect to being awarded this Agreement.

27. **Authority.** The undersigned each represents that they have full authority to sign this Agreement and to enter into this Agreement on behalf of the Party to the Agreement so reflected by each signature.

28. **Non-Fiduciary Relationship.** 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 contractors and that the same is in all respects an “arms-length” transaction.

29. **Attorney’s Fees.** If any Party hereto shall be in default or breach of this Agreement, said Party shall be liable to pay all reasonable attorney’s fees, court costs, and other related collection costs and expenses incurred by the non-defaulting or non-breaching party in prosecuting its rights hereunder.

30. **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.

31. **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 concerning the drafting hereof.

IN WITNESS WHEREOF, the Parties have hereunto signed their names on the day and year first above written.

TREMONTON RDA,
A Body Corporate and Politic of the State of Utah

Lyle Holmgren, Chairman

ATTEST:

Linsey Nessen, Executive Secretary

LANDMARK DESIGN

By: Mark Vlastic, President & Owner

Exhibit “A”

1 July 2022

Shawn Warnke

City Manager, Tremonton City
102 S Tremont St
Tremonton, Utah 84337
435-257-9504



Landmark Design
LANDSCAPE ARCHITECTURE & PLANNING

Artspace Solar Gardens
850 South 400 West | Studio 104
Salt Lake City, Utah 84101
801.474.3300
www.ldi-ut.com

RE: PROPOSAL FOR TREMONTON MODERATE INCOME HOUSING PLAN

Dear Shawn,

Thank you for the opportunity to provide our planning services in collaboration with Zions Public Finance for the *Tremonton City Moderate Income Housing Plan*. This project is an excellent opportunity to ensure cohesion between the housing and land use portions of the general plan, and we look forward to providing input to meet Tremonton's needs. Upon your request we have prepared a scope of work and fee proposal as follows.

SCOPE OF WORK

Task 1 – Review of Data and Strategy Determination

We will meet with Zions Public Finance and Tremonton City regularly throughout the project to ensure the planning document is grounded in factual data, matches the land use vision for the City, and meets the City's goals and objectives.

Following the completion of a detailed housing market analysis by Zions, Landmark Design will review the findings and work collaboratively with Zions and the City to identify a minimum of five affordable housing strategies as set forth in Utah State Code to be included in the housing plan, along with a general framework for the implementation of these strategies. We will select strategies in conjunction with the land use vision for the city, to ensure they are realistic, appropriate, and actionable. Once we have selected the strategies, we will report on our progress to a joint session with the Planning Commission and City Council with the purpose of soliciting feedback and to make adjustments before moving on to *Task 2 - Draft Implementation Plan and Refinement*.

Task 2 – Draft Implementation Plan and Refinement

Following a confirmation of the selected strategies by City leadership, we will develop and detail appropriate goals and policies as part of the implementation plan, specifically related to land use and zoning requirements. We will identify specific housing forms and products, ordinances, and other tools to ensure the housing plan meets the City's land use vision. We will provide our recommendations to Zions for inclusion in the draft plan, and will provide revised text, images, and illustrations as needed.

Task 3 – Update to Integrated Land Use Plan

In conjunction with the *Moderate Income Housing Plan*, Landmark Design will update the draft *Tremonton City Integrated Land Use Plan* to acknowledge the selected affordable housing strategies and adjust the future land use section of the plan to align with the implementation measures set forth in the housing plan. This will include an update of all relevant text, goals and policies, maps, charts and figures as necessary to convey a land use vision that is consistent with the goals laid out in the housing plan.

Task 4 – Adoption Process

The *Tremonton City Moderate Income Housing Plan* will be presented to the Planning Commission and City Council for final approval and adoption. A senior member of Landmark Design will make a single presentation as part of the adoption process. Once approved, any remaining modifications will be made, and final deliverables provided electronically.

PROJECT TIMELINE

Landmark Design is conscious of the need to complete the plan by October 2022 in order to provide reporting to the State as required by law. We are prepared to begin work and meet this deadline upon a timely notice to proceed.

FEE PROPOSAL

As illustrated in the following chart, Landmark Design proposes a fee of \$9,850 to complete the project as described in the preceding scope of work. This includes all expenses for mileage, travel, etc.

Tremonton Housing Plan	HOURS		FEES		TOTAL
	Mark	Sam	Mark	Sam	
			\$ 175.00	\$ 150.00	
TASK 1 - Review of Data and Strategy Determination					\$1,550.00
Data Review, Strategy Selection and Meetings	2	4	\$350.00	\$600.00	\$950.00
Leadership Briefing	0	4	\$0.00	\$600.00	\$600.00
TASK 2 - Draft Implementation Plan and Refinement					\$4,050.00
Plan Development	4	12	\$700.00	\$1,800.00	\$2,500.00
Review and Refinement	2	8	\$350.00	\$1,200.00	\$1,550.00
TASK 3 - Update to Integrated Land Use Plan					\$2,750.00
Land Use Plan Updates	2	16	\$350.00	\$2,400.00	\$2,750.00
TASK 4 - Adoption Process					\$1,500.00
Leadership Briefing	0	4	\$0.00	\$600.00	\$600.00
Final Deliverable	0	6	\$0.00	\$900.00	\$900.00
TOTAL HOURS / FEES	8	46	\$1,400.00	\$6,900.00	\$9,850.00

Once again, thank you for the opportunity to partner with you and Zions on this important project. Landmark Design takes great care to ensure that the quality of our work meets the expectation of our clients. Please let me know if you have questions regarding this scope of work or require any adjustments, and we will be happy to work with you to address those needs.

Yours respectfully,



Sam Taylor, PLA, ASLA
Landmark Design
850 South 400 West # 104
Salt Lake City, Utah 84101
TEL: 801-474-3304