



**Tremonton City Corporation
City Council Meeting
September 20, 2022
Meeting to be held at
102 South Tremont Street
Tremonton, Utah**

CITY COUNCIL WORKSHOP AGENDA

6:30 p.m.

- 1. 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**
- 2. Review of the agenda items identified on 7:00 p.m. City Council Agenda**

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 – September 6, 2022**
- 6. Years of Service Award**
 - a. Paul Evertsen, Fire Department 5-year award**
- 7. Public comments: This is an opportunity to address the City Council regarding your concerns or ideas.**
- 8. New Council Business:**

- a. Discussion and consideration of approving Resolution No. 22-50 acknowledging that the Lieutenant Governor of the State of Utah has issued a Certificate of Class change recognizing Tremonton City as a city of the fourth class effective August 4, 2022, pursuant to Utah Code 10-2-302
 - b. Discussion and consideration of approving Ordinance No. 22-08 establishing voter participation areas for referenda and initiatives
 - c. Discussion and consideration of adopting Resolution No. 22-51 ratifying the Aspen Ridge, Phase 4 Development Agreement
9. Calendar Items and Previous Assignment
- a. Review of calendar
 - b. Unfinished Business/Action Items
10. Reports & Comments:
- a. City Manager Reports and Comments
 - 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 September 16, 2022 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 September 16, 2022.

Linsey Nessen, CITY RECORDER

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TREMONTON CITY CORPORATION CITY COUNCIL MEETING SEPTEMBER 6, 2022

Members Present:

Connie Archibald

Wes Estep

Bret Rohde

Rick Seamons

Lyle Vance—excused

Lyle Holmgren, Mayor

Shawn Warnke, City Manager

Marc Christensen, Assistant City Manager

Linsey Nessen, City Recorder

CITY COUNCIL WORKSHOP

Mayor Holmgren called the September 6, 2022 City Council Workshop to order at 5:01 p.m. The meeting was held in the City Council Meeting Room at 102 South Tremont Street, Tremonton, Utah. Those in attendance were Mayor Holmgren, Councilmembers Archibald, Estep, Rohde, and Seamons, City Manager Warnke, Assistant City Manager Christensen, and City Recorder Nessen. Department Head Public Works Director Paul Fulgham was in attendance as were: City Engineer Chris Breinholt and City Attorney Dustin Ericson (arrived at 5:30 p.m.). Councilmember Vance was excused.

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

The Council moved into a closed session at 5:01 p.m.

1. 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 Archibald. Vote: Councilmember Archibald - aye, Councilmember Estep - aye, Councilmember Rohde - aye, Councilmember Seamons - aye, Councilmember Vance - absent. Motion approved.

The Council returned to open session at 6:56 p.m.

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2. Review of the agenda items identified on 7:00 p.m. City Council Agenda

The meeting adjourned at 6:56 p.m. by consensus of the Council.

CITY COUNCIL MEETING

Mayor Holmgren called the September 6, 2022 City Council Meeting to order at 7:02 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 Holmgren, Councilmembers Archibald, Estep, Rohde, and Seamons, City Manager Warnke, Assistant City Manager Christensen, and City Recorder Nessen. The following Department Heads were also present: Public Works Director Paul Fulgham and Police Chief Dustin Cordova. Also in attendance were: City Engineer Chris Breinholt and City Attorney Dustin Ericson. Councilmember Vance was excused.

1. Opening Ceremony:

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

2. Introduction of guests: Mayor Holmgren welcomed those in attendance.
3. Declaration of Conflict of Interest: None
4. Approval of Agenda:

Motion by Councilmember Seamons to approve the agenda of September 6, 2022. Motion seconded by Councilmember Archibald. Vote: Councilmember Archibald - aye, Councilmember Estep - aye, Councilmember Rohde - aye, Councilmember Seamons - aye, Councilmember Vance - absent. Motion approved.

5. Approval of minutes – August 16, 2022

Motion by Councilmember Estep to approve the minutes of August 16, 2022. Motion seconded by Councilmember Seamons. Vote: Councilmember Archibald - aye, Councilmember Estep - aye, Councilmember Rohde - aye, Councilmember Seamons - aye, Councilmember Vance - absent. Motion approved.

6. Presentations:
 - a. School District Report:
Heidi Jo West – Assistant Superintendent of Elementary Teaching and Learning
Mark Taylor – McKinley Elementary Principal
Wendy Dunham – North Park Elementary Principal

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Councilmember Archibald introduced Ms. West and guests, who were there to provide a report on where things are at with the two local elementary schools. We have always had a good relationship with the school district, but the last few months as a City we decided we should do more collaboration with our school district. We had two meetings this summer and one of the things Mayor Holmgren suggested is having the district report from time to time so we can better understand each other. Tonight, we have invited Ms. West who has invited the two principals from our local elementary schools. Ms. West has much to do with what is being taught on the elementary level. She has spent the last four years of her career in our district. One thing that makes her valuable is her ability to be innovative and on the positive side of things. Thank you for joining us.

Ms. West said Principal Taylor is in his second year with McKinley Elementary. He brings so many good things to the table. Ms. Dunham is in her first-year as the principal of North Park. We are excited to have her here, she is so positive and uplifting. I have been so impressed working with them. They have so many great qualities. We want to discuss what is going on at North Park and McKinley Elementaries. We have had a lot of growth with the new apartments, condos, townhouses, and single-family houses. There have been a lot of permits issued and I want to discuss the impact we have seen on these two schools. There is a lot of buzz on Facebook and I have received a lot of phone calls. At each of our schools we try to keep our student to teacher ratio around 25. That is what the State provides funding for. At North Park we are at 23.85 and at McKinley we are at 23.54, which are pretty ideal numbers. Both schools are looking good despite the growth. We want to keep that number below 25 in our kindergarten through third grade and under 30 in fourth to fifth grades. We do contract with paraprofessionals to help provide support to our teachers, which helps with overcrowding. We need highly qualified teachers to deliver good instruction to our students. We have plans in place to help as our numbers grow. We have three portables that can be renovated for North Park and McKinley next year. We also have the ability to move classrooms around and evaluate our spaces. These two principals have been genius in being flexible and making accommodations so their students come first. If we cannot hire a highly qualified teacher then we have one of our good teachers have a few more students with a para, who is highly qualified to help them and invested in the students. That provides a great support to that teacher while giving additional instruction and is often better than taking a chance on a late hire. We provide lots of instruction and support our teachers.

Ms. West said we also need you to know about the dual immersion program and the impact it has had on our classes. Many parents wanted to see dual language offered at North Park. That school used to be a closed boundary school, which meant we would not accept anyone outside because it was considered full. However, once we became a dual language school, we had to accept all students' siblings. This is something parents wanted, but it will have an impact on our classes. The State model is to have about 30 students in that class room and if we cannot get 30 that impacts the other general education classrooms. The main thing

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to remember is that we have a lot of options for North Park and McKinley. All day kindergarten is becoming more common and we would like to see it be offered to parents as a resource. We are doing all we can to keep class sizes low for our students and teachers.

When asked about the high school, Ms. West said we do have those numbers, but I did not come prepared to talk about that tonight since I am the elementary superintendent. You can contact Keith Mecham or Gary Allen for that report. Councilmember Archibald asked what kind of a feeling do you have in the schools right now and what do you need from us. Mr. Taylor said I love being a part of the McKinley community. There is great support and excitement about learning. We have a lot of positive energy. What we expect to see is a continued increase in student learning. That is what matters most to us at McKinley. It has been difficult not having some of our facilities where they need to be, but that should be rectified shortly and we will be back into our gym and cafeteria. We love our partnerships and relationships with community members. We have a big push in literacy and are starting some initiatives. The Roads to Success allows us to reward students for reading. Early literacy is so important. It takes students from learning to read to reading to learn. Any kind of support from families in the community in regards to literacy is welcomed. We are mostly full in our paraprofessional positions. We have amazing people. Councilmember Estep suggested having the City do a reward for the top reader and have them come to a City meeting to be recognized by the Mayor and Council. Mr. Taylor said that would be great, anything to get them reading. We had summer school at McKinley and gave away over 1,000 books to kids in need.

Ms. Dunham said I am thrilled to be at North Park this year. I love the community, the staff and students. It has been great to welcome them back with smiles on their faces. We do need more paras at North Park. Some of ours were moved into the classroom to support our larger classes. Volunteers are always welcome and we want kids to be read with and supported. We have made some adjustments with our space. Right now, we are doing okay. I love the idea of recognizing kids with reading.

7. Public comments: No public comment at this time.
8. New Council Business:
 - a. Discussion and consideration of approving the July Financial Statements

Motion by Councilmember Rohde to approve the July Financial Statements. Motion seconded by Councilmember Archibald. Vote: Councilmember Archibald - aye, Councilmember Estep - aye, Councilmember Rohde - aye, Councilmember Seamons - aye, Councilmember Vance - absent. Motion approved.

- b. Discussion and consideration of approving the July Warrant Register

Motion by Councilmember Archibald to approve the July Warrant Register.

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Motion seconded by Councilmember Estep. Vote: Councilmember Archibald - aye, Councilmember Estep - aye, Councilmember Rohde - aye, Councilmember Seamons - aye, Councilmember Vance - absent. Motion approved.

- c. Discussion and consideration of approving Ordinance No. 22-07 approving transferable development rights from the southern portion of Parcel Number 05-055-0189 to Parcel Number 05-169-0026 and the eastern portion of Parcel Number 05-169-0025. Rezoning Parcel Number 05-055-0189 to Public Facilities Zone. Rezoning Parcel Number 05-169-0026 and the eastern portion of Parcel Number 05-169-0025 to RM-16 Zone and approving the Village at North Park Overlay Zone. Rezoning the western portion of Parcel Number 05-169-0025 to Manufacturing Distribution- Business Park and other related matters, including approval of a Zoning Development Agreement

Items C. and D. were discussed together. Manager Warnke said there is property on the west side of town that the City needs to acquire for a regional storm drain basin. We also recognize the need to have park space there. Sierra Homes is the owner of that property and has cooperated with the City as far as allowing us to acquire the property. They have done a lot of work to help facilitate this. In order to do so they wanted to find a replacement and picked up land that is zoned for less density. The idea is we would transfer this density to that land. There is an allowance in the State Code that allows for what we are contemplating (sending and receiving zones). We are transferring density. The City will purchase 13 acres and acquire BR Mountain Road. The acquisition for that road is going to be paid for through the Box Elder County Corridor Preservation Fund. This has been years in the making and the Planning Commission has been through this thoroughly. We are acquiring a piece of BR Mountain Road so we have the responsibility to develop and pay for our proportionate share. We have tried to isolate that and allow development to occur so we do not have to participate until later. When the City has that obligation, we would participate in constructing the road and utilities, as well as upsizing.

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

- d. Discussion and consideration of adopting Resolution No. 22-48 approving a real estate purchase agreement between Tremonton City and Sierra Homebuilders, LLC for Tremonton City's acquisition of a total of 15.713 acres of real property for the intended use of constructing a regional storm drain basin & park (13.179 acres) and extension of BR Mountain Road (2.54 acres)

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

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- e. Discussion and consideration of adopting Resolution No. 22-49 approving a professional services agreement with Sara Mohrman filling the duties of a Social Media Manager

Manager Warnke said we have discussed this over the course of several meetings. A resource we would like to provide is engaging with the public on social media platforms. That seems to be a preferred way to communicate. Through the branding process a survey was done and 53% of the respondents suggested social media as the best way to communicate with them. We felt this was a positive step for the City to make. We present Sarah Mohrman as the person to fulfill the position as a contract employee. There is a job description, along with tools to evaluate how beneficial this position is in fulfilling the needs of the City. Councilmember Rohde said we had talked about this position being for social media and Main Street. Is that a separate position or the same? Manager Warnke said good clarification, that is a separate job description at some point we may separate them. At this point she would fulfill both of those duties. It is actually the RDA that would enter into the contract for the Main Street Manager and we would use those funds. We are anticipating this position will be about 10 hours a week. In a year, we will evaluate how much time is being spent. Councilmember Archibald said all of us have had an opportunity to witness Ms. Mohrman and how she works. She is very engaged, has lots of energy, and is very good on social media. She is very positive and comes to our meetings. She helps people to understand truth. I really appreciate her so much for offering that to our valley and being a part of moving in a positive direction. Thank you so much I look forward to seeing what she can do for our community both on social media and our Main Street, and energizing all the good that we already have.

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

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

The Council was invited to a City party on Monday at North Park. The Council will also attend the League of Cities and Towns Conference on October 5-7. The last Farmers Market for the year will be on October 1.

- b. Unfinished Business/Action Items:

Mayor Holmgren thanked officer Greg Horspool for his efforts in helping clean up some yards and potential fire hazards in the area. He does a good job of getting that taken care of. We have had some discussions on our Senior Center and other communities pitching their proportionate share to help operate that. The hope is to have the Council and City staff attend other local governments' meetings to express our concerns and get them to pitch in. Manager Warnke said there are talking points in your packet, but it would be good to have Jenny Christensen from the Senior Center, as well as Assistant City Manager Christensen and myself

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in attendance to answer questions. At this point we need to organize. We have found out when they meet and how to get on the agenda. The Council is in a position to have them receive the message better from you. We would be there to support. They would coordinate through email to determine who will attend which meetings. Mayor Holmgren said we have sent letters out, but this will be a great move in the right direction. We want the other communities to pitch in because this is a big deal for our seniors. It is a very important part of our community and we are hoping some of these other communities can recognize the value. Councilmember Rohde said those citizens could be our advocates to their local governments, too. Manager Warnke said the Senior Center newsletter has been sent out with this issue addressed and asks seniors to reach out to their elected officials.

10. Reports & Comments:

- a. City Manager Reports and Comments: None.
- b. Development Review Committee Report and Comments

Manager Warnke said one active development on the horizon is Harvest Village, which is at the end of Tremont Street. We have recently approved some of the other developments, including Bear River Manor, which is the redevelopment of the old care center, as well as Bear River Meadows on 6th South. We are seeing a slowdown of development activity, but will keep you posted.

c. City Department Head Reports and Comments:

The Council voiced thanks for the Public Works Department for all efforts with the flooding and getting those situations resolved.

Police Chief Cordova said the department is doing well. We are in the process of updating and doing renovations. We are finding money with the help of Manager Warnke and the budget. We recently handled a large-scale event. It was a challenge, but we pulled through it as a team collectively. It was great to see the team work from officers who were not even called in. They heard the sirens and responded, which is unheard of. That is special and not something you see everywhere. I am super proud of the guys. I am going to put together a citation award and group award to recognize them. We want to get the Council involved in that to show them how much they mean to all of us. Other than that, it has been business as usual. We are trying to stay on top of things and looking at options as we go forward. Mayor Holmgren thanked the Chief, as well as his officers, firefighters and EMS for responding in such a professional way. We are very pleased with the way things are going. We appreciate your efforts and professionalism. Chief Cordova said we will hold a debriefing where we will invite the Sheriff's Department and our fire department. We will go through that and the Council is invited to see what that process is like. It is a training opportunity, but be aware it can be heated and graphic.

d. Council Reports and Comments

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Councilmember Rohde said thanks to the school district for coming, it was a great report.

Mayor Holmgren said the Mayor's Great Pumpkin Challenge will be at the Farmers Market on October 1. We will get kids posed in front of their pumpkins, which will be weighed at Midland Square.

11. ***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***

12. Adjournment

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

The meeting adjourned at 8:00 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 _____, 2022.

Linsey Nessen, City Recorder

Follow-up items for the Council and City Staff

City Staff will work on getting the Council on the agenda for other City Council meetings to ask other communities to help pay their proportionate share for the Senior Center.

TREMONTON CITY
CITY COUNCIL MEETING
SEPTEMBER 20, 2022

TITLE:	Discussion and consideration of approving Resolution No. 22-50 acknowledging that the Lieutenant Governor of the State of Utah has issued a Certificate of Class change recognizing Tremonton City as a city of the fourth class effective August 4, 2022, pursuant to Utah Code 10-2-302
FISCAL IMPACT:	
PRESENTER:	Shawn Warnke, Tremonton City Manager

Who, What, and Why: Utah Code classifies municipalities according to population, and a municipality with a population of 10,000 or more but less than 30,000 is a city of the fourth class. According to the United States Bureau of the Census, Tremonton City has a population of 10,493 as of June 1, 2021.

The Lieutenant Governor has identified that the United States Bureau of the Census has estimated Tremonton City's population to be 10,493 and has prepared a certificate indicating that Tremonton City is a city of the fourth class. According to Utah Code 10-2-302 (3), the municipality's change in class is effective on the date of the Lieutenant Governor's certificate under Subsection 67-1a-2(3), and the Lieutenant Governor has declared the effective date for Tremonton City's being a city of the fourth class being August 4, 2022.

Attachments: Draft Resolution

RESOLUTION NO. 22-50

**A RESOLUTION OF TREMONTON CITY CORPORATION ACKNOWLEDGING THE
LIEUTENANT GOVERNOR OF THE STATE OF UTAH HAS ISSUED A
CERTIFICATE OF CLASS CHANGE RECOGNIZING TREMONTON CITY AS A
CITY OF THE FOURTH CLASS CITY EFFECTIVE AUGUST 4, 2022, PURSUANT TO
UTAH CODE 10-2-302**

WHEREAS, Utah Code 10-2-301 classifies municipalities according to population; and

WHEREAS, Utah Code 10-2-301 (2) (d) states a municipality with a population of 10,000 or more but less than 30,000 is a city of the fourth class; and

WHEREAS, according to the United States Bureau of the Census, Tremonton City's population is 10,493 as of June 1, 2021, as shown in Exhibit "A;" and

WHEREAS, Utah Code 10-2-302 (1) declares that each municipality shall retain its classification under Section 10-2-301 until changed as provided in Utah Code 67-1a-2(3); and

WHEREAS, Utah Code 67-1a-2 (3) (d) defines the duties of the Lieutenant Governor to include monitoring the population of each municipality using population information from each official census or census estimate of the United States Bureau of the Census; and

WHEREAS, according to Utah Code 67-1a-2 (3) (e), if the applicable population figure under Utah Code 67-1a-2 (3) (d) indicates that a municipality's population has increased beyond the population for its current class, the Lieutenant Governor shall prepare a certificate indicating the class in which the municipality belongs based on the increased population figure; and

WHEREAS, the Lieutenant Governor has identified that the United States Bureau of the Census has estimated Tremonton City's population to be 10,493 and has prepared a certificate indicating that Tremonton City is a city of the fourth class as attached in Exhibit "B;" and

WHEREAS, according to Utah Code 10-2-302 (3), the municipality's change in class is effective on the date of the Lieutenant Governor's certificate under Subsection 67-1a-2(3), and the Lieutenant Governor has declared the effective date for Tremonton City's being a city of the fourth-class being August 4, 2022.

NOW THEREFORE BE IT RESOLVED by the Tremonton City Council that the City acknowledges that the Lieutenant Governor of the State of Utah has issued a Certificate of Class Change, recognizing Tremonton City as a Fourth-Class City effective August 4, 2022, as attached in Exhibit "B."

Adopted and passed by the governing body of Tremonton City Corporation this 20th day of September 2022.

TREMONTON CITY
A Utah Municipal Corporation

By _____
Lyle Holmgren, Mayor

ATTEST:

Linsey Nessen, City Recorder

EXHIBIT “A”

← → ↻ census.gov/quickfacts/tremontoncityutah

 An official website of the United States government



QuickFacts Tremonton city, Utah

All Topics ▾	Q Tremonton city, Utah
Population Estimates, July 1 2021, (V2021)	10,493
PEOPLE	
Population	
Population Estimates, July 1 2021, (V2021)	10,493
Population estimates base, April 1, 2020, (V2021)	9,903
Population, percent change - April 1, 2020 (estimates base) to July 1, 2021, (V2021)	6.0%
Population, Census, April 1, 2020	9,894
Population, Census, April 1, 2010	7,647

EXHIBIT “B”



OFFICE OF THE LIEUTENANT GOVERNOR

CERTIFICATE OF CLASS CHANGE

I, Deidre M. Henderson, Lieutenant Governor of the State of Utah, pursuant to Section §67-1a-2, Utah Code Annotated, 1953, as amended, hereby certify that according to the 2021 U.S. Census Bureau City and Town Population Total, TREMONTON has a population of 10,493 residents.

Now, therefore, I, Deidre M. Henderson, do declare that TREMONTON is hereby constituted as a CITY OF THE FOURTH CLASS, effective as of this date, August 4, 2022 pursuant to Section §10-2-302, Utah Code Annotated, 1953, as amended.



IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed the Great Seal of the State of Utah this 4th day of August, 2022 at Salt Lake City, Utah.

A handwritten signature in black ink, reading "Deidre M. Henderson".

DEIDRE M. HENDERSON
Lieutenant Governor

TREMONTON CITY
CITY COUNCIL MEETING
SEPTEMBER 20, 2022

TITLE:	Discussion and consideration of approving Ordinance No. 22-08 establishing voter participation areas for referenda and initiatives
FISCAL IMPACT:	
PRESENTER:	Marc Christensen, Tremonton Assistant City Manager

Who, What, and Why: The Lieutenant Governor has identified that the United States Bureau of the Census has estimated Tremonton City's population to be 10,493 and has prepared a certificate indicating that Tremonton City is a city of the fourth class. The Tremonton City Council has adopted Resolution No. 22-50 acknowledging that the Lieutenant Governor of the State of Utah has issued a Certificate of Class Change, recognizing Tremonton City as a Fourth Class City effective August 4, 2022.

The Utah State Legislature has enacted a State Law (UCA 20A-7-401.3 (ii)) requiring cities of the fourth class to divide the city into four contiguous and compact voter participation areas of substantially equal population for initiatives and referenda. The city administration, having reviewed the city's recent voting results, has proposed Tremonton City be divided into four voter participation areas meeting the criteria of the State law.

Attachments: Draft Ordinance

ORDINANCE NO. 22-08

AN ORDINANCE OF TREMONTON CITY ESTABLISHING VOTER PARTICIPATION AREAS FOR REFERENDA AND INITIATIVES

WHEREAS, Utah Code 10-2-301 classifies municipalities according to population; and

WHEREAS, Utah Code Annotated 10-2-301 (d) classifies municipalities with a population of 10,000 or more but less than 30,000 as a city of the fourth class, and

WHEREAS, according to the United States Bureau of the Census, Tremonton City's population is 10,493 as of June 1, 2021; and

WHEREAS, Utah Code 10-2-302 (1) declares that each municipality shall retain its classification under Section 10-2-301 until changed as provided in Utah Code 67-1a-2(3); and

WHEREAS, Utah Code 67-1a-2 (3) (d) defines the duties of the Lieutenant Governor to include monitoring the population of each municipality using population information from each official census or census estimate of the United States Bureau of the Census; and

WHEREAS, according to Utah Code 67-1a-2 (3) (e), if the applicable population figure under Utah Code 67-1a-2 (3) (d) indicates that a municipality's population has increased beyond the population for its current class, the Lieutenant Governor shall prepare a certificate indicating the class in which the municipality belongs based on the increased population figure; and

WHEREAS, the Lieutenant Governor has identified that the United States Bureau of the Census has estimated Tremonton City's population to be 10,493 and has prepared a certificate indicating that Tremonton City is a city of the fourth class; and

WHEREAS, according to Utah Code 10-2-302 (3), the municipality's change in class is effective on the date of the Lieutenant Governor's certificate under Subsection 67-1a-2(3), and the Lieutenant Governor has declared the effective date for Tremonton City's being a city of the fourth class being August 4, 2022; and

WHEREAS, the Tremonton City Council has adopted Resolution No. 22-50 acknowledging that the Lieutenant Governor of the State of Utah has issued a Certificate of Class Change, recognizing Tremonton City as a Fourth Class City effective August 4, 2022; and

WHEREAS, the Utah State Legislature has enacted a State Law (UCA 20A-7-401.3 (ii)) requiring cities of the fourth class to divide the city into four contiguous and compact voter participation areas of substantially equal population for initiatives and referenda; and

WHEREAS, the city administration, having reviewed the city's recent voting results, has proposed that Tremonton City be divided into four voter participation areas meeting the state law criteria.

NOW THEREFORE BE IT ORDAINED that the City Council of Tremonton City adopts an ordinance establishing voter participation areas for referenda and initiatives as contained in Exhibit "A."

ADOPTED AND PASSED by the Tremonton City Council this 20th day of September 2022.

TREMONTON CITY,
a Utah Municipal Corporation

Lyle Holmgren, Mayor

ATTEST:

Linsey Nessen, City Recorder

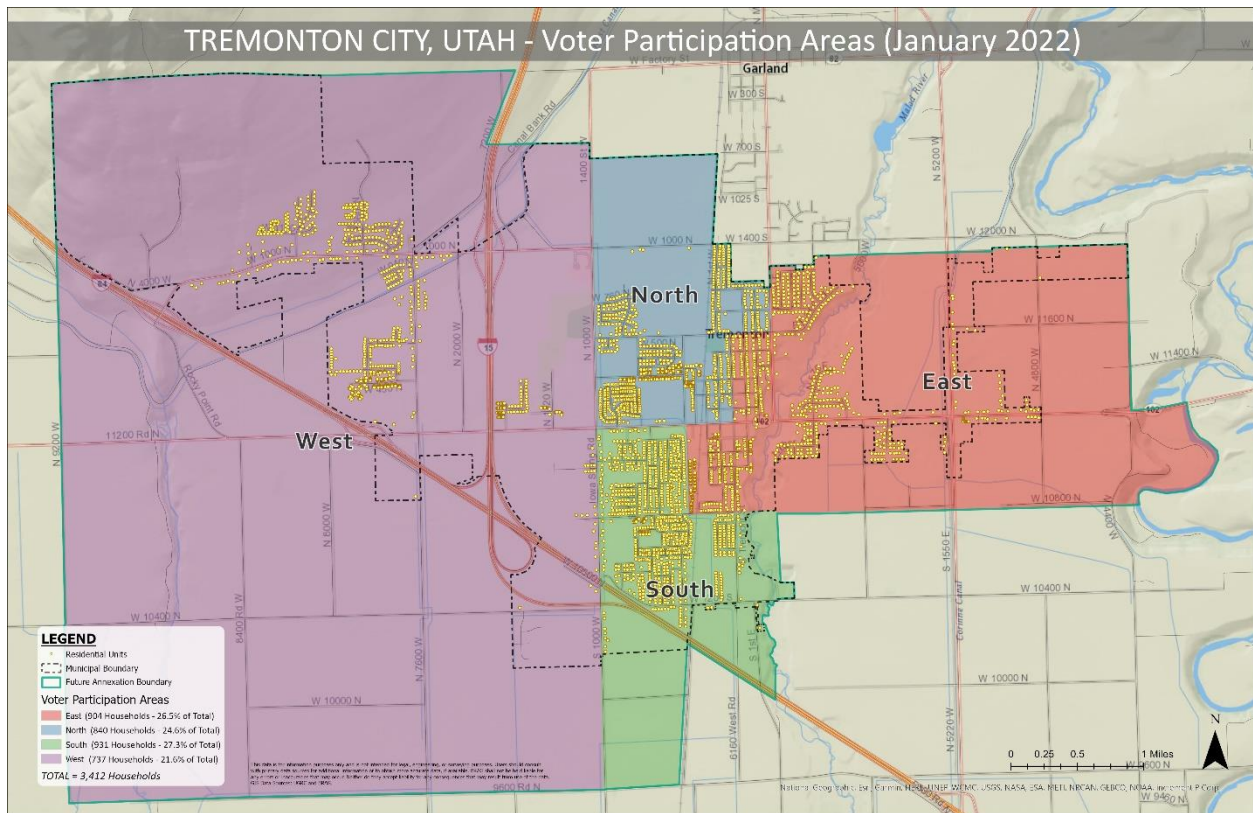
Publication or Posting Date: _____

EXHIBIT “A”

CHAPTER 4-300 VOTER PARTICIPATION AREAS FOR REFERENDA AND INITIATIVES.

4-310. Creation of Voter Participation Areas. To comply with the Utah Code Annotated 20A-7-401.3 (ii), Tremonton City creates four contiguous, compact areas with a similar number of residents known as “Voter Participation Areas.” Tremonton City will review the Voter Participation Area on January 1, 2022, and January 1 every ten years after 2022.

4-311. Areas Defined. The following map shows the Voter Participation Area in Tremonton City.



4-312. Referendum or Initiative Process. Any individual or group desiring to file a referendum or initiative petition with Tremonton City to repeal, create, or modify a legislative act of the governing body shall follow the process outlined in the State Law, Title 20A, Chapter 7, using the Voter Participation Area shown in Section 4-311.

CERTIFICATION

STATE OF UTAH)
 : ss
COUNTY OF BOX ELDER)

I, LINSEY NESSEN, the City Recorder of Tremonton, Utah, do hereby certify that the above and foregoing is a full and correct copy of Ordinance No. 22-08, entitled “**AN ORDINANCE OF TREMONTON CITY ESTABLISHING VOTER PARTICIPATION AREAS FOR REFERENDA AND INITIATIVES**” adopted and passed by the City Council of Tremonton, Utah at a regular meeting thereof on the 20th day of September 2022, which appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City this _____ day of _____, 2022.

Linsey Nessen, City Recorder

(city seal)

TREMONTON CITY
CITY COUNCIL MEETING
SEPTEMBER 20, 2022

TITLE:	Discussion and consideration of adopting Resolution No. 22-51 ratifying the Aspen Ridge, Phase 4 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. The City Council has adopted a template subdivision development agreement with most terms being applicable for every subdivision approval. The individual terms for the specific subdivision are contained in Section 2—Special Conditions of the development agreement. For your convenience, the special conditions for the Aspen Ridge, Phase 4 Development Agreement are contained below.

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:
- Preliminary Plat Fee. A fee of \$318.00, which is \$150.00 plus \$4.00 per lot.
 - Final Plat Fee. A fee of \$1,930.00, which is \$250.00 plus \$40.00 per lot.
 - Construction Drawings. A fee of \$1,699.87, which is ½ of 1% of the estimated costs of the improvements.
- B. 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.
- C. Fee in Lieu Street Lights. That the Developer pays a fee in lieu in the amount of \$3,500.00 for one (1) street lights before recording the plat. The Developer shall be responsible for installing the conduit for the street lights per Rocky Mountain Power's standards. It shall be the responsibility of the City to maintain the street lights after installation.

- D. Private Streets. That the Developer and City agree that all streets within the Development are private streets because they are not being built to the City's standards for width or construction and are to be maintained by the respective homeowner's association. The Developer shall expressly include language regarding the perpetual maintenance obligation of these private streets in the homeowner's association, Covenants, Conditions, and Restrictions.
- E. Utilities in the Private Streets. The Developer shall design and construct the utilities within these private streets to the City's construction standards. The following utilities are dedicated within the private streets to Tremonton City to be owned and maintained: culinary water, secondary water, sewer collection, and storm drain. The Developer shall bond for all culinary water, secondary water, sewer collection, and storm drain within a private street.
- F. 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 0.60 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.
- G. Notice to Rocky Mountain Power. In accordance with Tremonton City Ordinance No. 20-07, before the City approves any new subdivision and before recordation of the plat, the City shall require the Developer to obtain Rocky Mountain Power's approval of Electrical Facilities, including underground facilities to be installed by the Developer, and associated rights of way depicted on the plat. The Developer shall mail a copy of the plat to Rocky Mountain Power:
- H. Open Trench & UTOPIA. Per Section 2.06.060 of the Tremonton City Land Use Code, the Developer will 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 the appropriate UTOPIA representatives to coordinate the open trench:

Rocky Mountain Power
Attn: Estimating Department
Local Address 596 North 400 West
Tremonton, Utah 84337

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

- I. Sidewalk Rocket Road. The homeowner's association shall be responsible for snow removal on the sidewalk on Rocket Road. The Developer shall expressly include language regarding the perpetual maintenance obligation of removing snow on the sidewalk on Rocket Road in the homeowner's association, Covenants, Conditions, and Restrictions. The City shall be solely responsible to maintain, repair, and replace the sidewalk so that it is in good condition.
- J. Amenities & Timeframe. Per Section 1.16.125 of the Tremonton City Land Use Code, the Developer shall commence with the amenities listed below upon completion of seventy-five (75) percent of the units that are being associated within the Aspen Ridges Overlay Zoning District. The amenities below shall be completed before ninety (90) percent of the units are completed within the Aspen Ridge Overlay Zoning District. It is anticipated there will be 150 total units in the Aspen Ridges Overlay Zoning District, and as such, construction of the amenities shall commence upon completion of 112 units, and the amenities shall be completed prior to completing 135 units. The amenities shall include the following:
1. Swimming Pool & Spa. A large swimming pool with a built-in splash pad along with an oversized custom in-ground Jacuzzi.
 2. Clubhouse. A clubhouse that features a thirty (30) seat community movie theater; a large great room with vaulted ceilings; and a community banquet area with a kitchenette.
 3. Fitness Center. Fitness center with commercial-grade cardio machines, fitness equipment, surround sound system, and satellite TV.
 4. Playground & Pavilion. Large playground with artificial turf and oversized pavilion with numerous picnic tables.
- K. Exterior Materials. Per Section 1.16.125 of the Tremonton City Land Use Code, all building structures shall be constructed out of masonry materials, including but not limited to stone, stucco, cement board, etc.
- M. Secondary Water Upsizing. Per Section 2.05.020 of the Tremonton City Land Use Code, the City will pay the actual incremental pipe costs to upsize the secondary water main and gate valves from 6" to 8" within the Development, which the City Engineer has estimated to be \$7,932.27. The City will pay the Developer for the actual cost to increase pipe size and gate valves upon inspecting that the work has been completed and submission of sufficient documentation that verifies the actual cost of the upsizing.
- N. Fencing. On March 15, 2016, the Tremonton City Council approved Resolution No. 16-16, adopting an Impact Fee Reimbursement Agreement for the dedication of a 20' corridor of land paralleling the canal for a trail system. In section 3.3 of this agreement, Tremonton City agreed to participate equally in the cost to construct a fence when the

Developer subdivided the land into future residential lots. The Aspen Ridge, Phase 4 subdivision, has 731 linear feet of fence line. The total cost of the fencing is \$17,544.00 with the City's portion being \$8,772.00 and the total cost of the concrete mow strip is \$4,751.50 with the City's portion being \$2,375.75. The fencing shall be the same style as previously constructed with Aspen Ridge Phase 1. There shall be a self-closing gate installed wherever there is an opening in the fencing meant to allow pedestrian access from the Development to the Central Trail Corridor. The City and Developer shall equally share in the cost of this self-closing gate.

- O. Pedestrian Walkway. Developer to construct a pedestrian walkway from the 200 West to the Central Trail Corridor.
- P. Constructed According to Approved Plans. The Developer agrees to construct all improvements according to the approved construction plans, approved landscape plans, and building plans.
- Q. Trees. Developer to Install all trees within the Development as shown on the landscape plan.

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

- Notice to Rocky Mountain Power. In accordance with Tremonton City Ordinance No. 20-07, before the City approves the site plan, the Developer shall receive approval of Electrical Facilities, including underground facilities to be installed. The developer shall mail a copy of the site plan to Rocky Mountain Power:

Rocky Mountain Power
Attn: Estimating Department
Local Address 596 North 400 West
Tremonton, Utah 84337

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 4. Playground & Pavilion. Large playground with artificial turf and oversized pavilion with numerous picnic tables.
- Exterior Materials. In accordance with Section 1.16.125 of the Tremonton City Land Use Code, that all buildings structures shall be constructed out of masonry materials including but not limited stone, stucco, cement board, etc.

[illegible]

RESOLUTION NO. 22-51

A RESOLUTION OF TREMONTON CITY CORPORATION RATIFYING THE ASPEN RIDGE, PHASE 4 DEVELOPMENT AGREEMENT

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

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

WHEREAS, the Developer and City hereto have agreed that the development of the property will require municipal services from the City 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 Aspen Ridge, Phase 4 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 a Development Agreement between the City and the Developer.

NOW THEREFORE BE IT RESOLVED by the Tremonton City Council that the Aspen Ridge, Phase 4 Development Agreement is ratified as attached in Exhibit "A."

Adopted and passed by the governing body of Tremonton City Corporation this 20th day of September 2022.

TREMONTON CITY
A Utah Municipal Corporation

By _____
Lyle Holmgren, Mayor

ATTEST:

Linsey Nessen, City Recorder

EXHIBIT “A”

**ASPEN RIDGES, PHASE 4
SUBDIVISION DEVELOPMENT AGREEMENT**

THIS SUBDIVISION DEVELOPMENT AGREEMENT (hereinafter "Agreement"), is made and entered into this 18 day of AUGUST, 2022, by and between the TREMONTON CITY, a body corporate and politic of the State of Utah, (hereinafter the "City") and ASPEN RIDGES, 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 RR Spike, thence S87°25'45"W 1966.25 feet along the south line of the Southeast Quarter of said Section 10; thence N 02°34'15"W 33.00 feet to the Southeast Corner of Aspen Meadows Phase 1; thence N01°08'44" W 561.42 feet along the east line of Aspen Meadows, Phase 1 to the POINT OF BEGINNING and running

thence along the boundary of Aspen Meadows, Phase 1 the next six courses:

- 1) thence S 88°51'16" W 103.75 feet;
- 2) thence N 01°08'44" W 122.04 feet;
- 3) thence S 88°51'16" W 31.00 feet;
- 4) thence S 01°08'44" E 44.50 feet;
- 5) thence S 43°51'16" W 35.36 feet;
- 6) thence S 88°51'16" W 73.04 feet;

thence along the boundary of Aspen Meadows, Phase 3 the next three courses:

- 1) thence N 01°08'47" W 533.61 feet;
- 2) thence N 88°51'16" E 73.05 feet;
- 3) thence N 01°08'44" W 142.04 feet to the north line of the Southwest Quarter of the Southeast Quarter of Section 10;

thence N 87°37'03" E 159.79 feet along said north line;

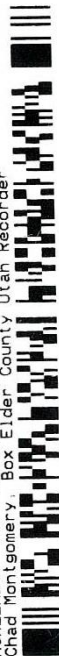
thence S 01°08'44" E 731.64 feet to the point of beginning, containing, 3.45 acres, more or less.

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

Entry No. 455908 B: 1535 P: 1390 Pages: 23
08/31/2022 01:03:12 PM FEE \$40.00

AGREEMENT For: ASPEN RIDGES, LLC
Chad Montgomery, Box Elder County Utah Recorder



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 fCity 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.

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- N. Fencing. On March 15, 2016, the Tremonton City Council approved Resolution No. 16-16, adopting an Impact Fee Reimbursement Agreement for the dedication of a 20' corridor of land paralleling the canal for a trail system. In section 3.3 of this agreement, Tremonton City agreed to participate equally in the cost to construct a fence when the

Developer subdivided the land into future residential lots. The Aspen Ridge, Phase 4 subdivision, has 731 linear feet of fence line. The total cost of the fencing is \$17,544.00 with the City's portion being \$8,772.00 and the total cost of the concrete mow strip is \$4,751.50 with the City's portion being \$2,375.75. The fencing shall be the same style as previously constructed with Aspen Ridge Phase 1. There shall be a self-closing gate installed wherever there is an opening in the fencing meant to allow pedestrian access from the Development to the Central Trail Corridor. The City and Developer shall equally share in the cost of this self-closing gate.

- O. Pedestrian Walkway. Developer to construct a pedestrian walkway from the 200 West to the Central Trail Corridor.
- P. Constructed According to Approved Plans. The Developer agrees to construct all improvements according to the approved construction plans, approved landscape plans, and building plans.
- Q. Trees. Developer to Install all trees within the Development as shown on the landscape plan.

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: Aspen Ridges, LLC
11200 North 2000 East
Richmond, Utah 84333

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: [Signature]
Mayor, Tremonton City

ATTEST:

[Signature]
City Recorder



DEVELOPER:

By: [Signature]
Print Name: Ryan Rogers

OWNER:

By: [Signature]
Print Name: Ryan Rogers

Developer/Owner Acknowledgment:

State of Utah)
§
County of BOX ELDER)

On this 18 day of Aug, in the year 2022, 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.

[Signature]
Notary Public



Tremonton City Acknowledgment:

State of Utah)
§
County of BOX ELDER)

On this 24 day of AUG, in the year 2022, before me STEVEN D BENCH
a notary public, personally appeared LIE HOLMGREN,
and proved on the basis of satisfactory evidence to be the person(s) whose name(s) subscribed to
this instrument, and acknowledge executing the same.



[Signature]
Notary Public

EXHIBIT "A"

CONSTRUCTION/IMPROVEMENT GUARANTEE:

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

All required improvements shall be completed and pass City inspections within one (1) year of the date that the Final Plat is recorded. Required improvements for plats recorded between November 1st and March 31st shall be completed by the next October 1st. For example, the required improvements for a plat recorded on February 6th shall be completed by October 1st, in the same calendar year. Failure to meet this time frame may result in 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

Sadler Construction

120 W 400 S #104

Smithfield, UT 84333

Costs Aspen Ridge Phase 4

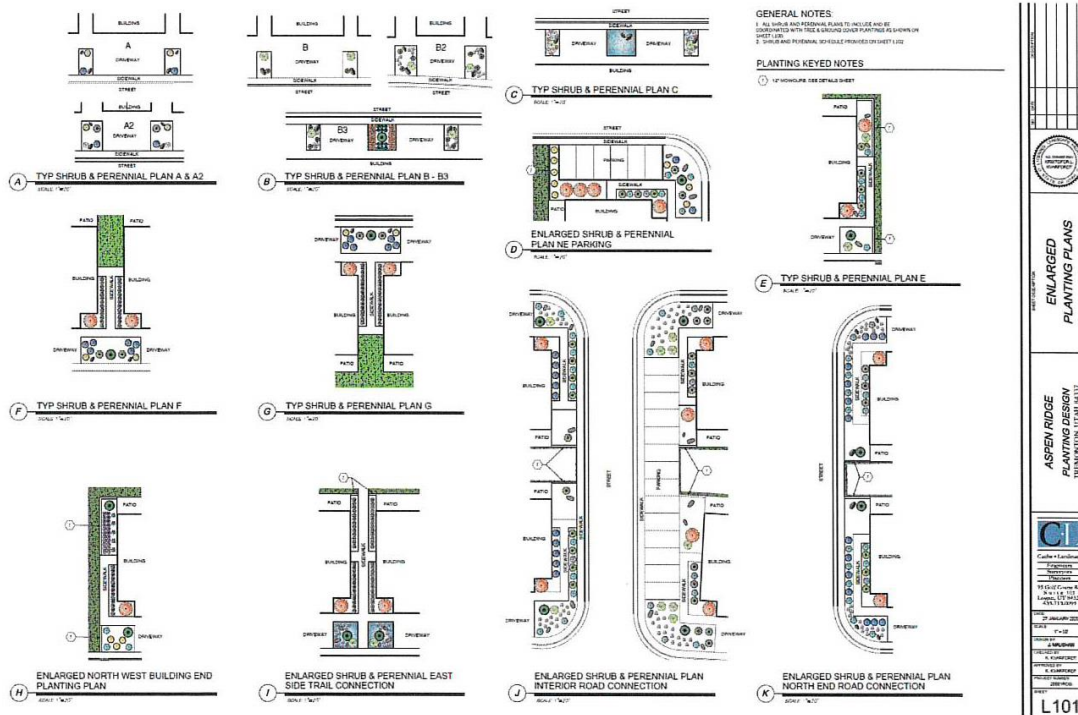
Date: 26-Jul-22

	Amount
ROAD CONSTRUCTION	
1 Asphalt	\$20,640
2 Excavation, Road Base, Fills	\$30,870
3 Sidewalk	\$13,560
4 Curb & Gutter	\$39,074
 WATER LINE SYSTEM	 \$83,442
 SECONDARY WATER LINE	 \$24,163
 SEWER SYSTEM	 \$90,228
 STORM DRAINAGE SYSTEM	 \$34,633
 Total Costs	 \$336,609

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

EXHIBIT "C" PLAT MAP

[illegible]



TREMONTON CITY
CITY COUNCIL MEETING
September 20, 2022

TITLE:	Review of Calendar and Review of Past Assignments
FISCAL IMPACT:	Not applicable
PRESENTER:	Marc Christensen

- Farmer's Market – First Saturday of each month through October
- 2022 Annual ULCT Convention October 5-7, 2022

Join us for the premiere event of the year for Utah municipal leaders- the 2022 ULCT Annual Convention, October 5-7 at the Salt Palace Convention Center in Salt Lake City.

There will be more than 30 workshops on topics covering housing, water, planning for growth, communications, human resources, and more.

This will also be a fantastic opportunity to spend time with local leaders from other municipalities and learn ideas to benefit your own community.



TREMONTON
FARMERS
MARKET



FOOD TRUCKS

LOCAL FARM FRESH PRODUCE

LOCAL HANDMADE ARTISAN GOODS

ACTIVITIES FOR KIDS

MIDLAND SQUARE

FIRST SATURDAY OF THE MONTH
MAY - OCTOBER
10 AM - 2 PM

For more information about vending email:
sara.mohrman@gmail.com

TREMONTONCITY.ORG